

CITY OF WEST DES MOINES

COUNCIL AGENDA

date: March 9, 2015

time: 5:30 P.M.

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

1. **Call to Order/Pledge of Allegiance/Roll Call/Approval of Agenda**
2. **Citizen Forum** (Pursuant to City Council Procedural Rules citizen remarks are limited to five minutes under this agenda category - if additional time is desired the Mayor/Council may allow continuation as part of the Other Matters portion of the agenda)
3. **Mayor/Council/Manager Report/Other Entities Update**
4. **Consent Agenda**
 - a. Motion - Approval of Minutes of February 23, 2015 Meeting
 - b. Motion - Approval of Bill Lists
 - c. Motion - Approval of Liquor Licenses:
 1. Windrum Enterprises, LLC d/b/a Fuddruckers, 6378 Mills Civic Parkway - Class BB Beer Permit with Sunday Sales - Renewal
 2. Git N Go Convenience Stores, Inc. d/b/a Git N Go Convenience Store #4, 1325 Grand Avenue - Class BC Beer Permit with Sunday Sales - Renewal
 3. Hy-Vee, Inc. d/b/a Hy-Vee Gas #4, 665 South 51st Street - Class BC Beer Permit with Sunday Sales - Renewal
 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) - March 11-12, 2015
 5. Hy-Vee, Inc. d/b/a Hy-Vee Meeting Room, 1725 Jordan Creek Parkway - Transfer Location Temporarily to 1236 Jordan Creek Parkway (SpringHill Suites) - March 26, 2015
 6. Sri Ganesh, LLC d/b/a Paradise Biryani Pointe, 6630 Mills Civic Parkway, Suite 3102 - Class BW Permit with Native Wine and Sunday Sales - Renewal
 7. Quik Trip Corporation d/b/a Quik Trip #517, 1451 22nd Street - Class LE Liquor License with Carryout Wine, Carryout Beer and Sunday Sales - Renewal

- 8. W West Investments, LLC d/b/a Wellman's West, 597 Market Street - Class LC Liquor License with Sunday Sales and Outdoor Service Privileges - Renewal
- 9. W West Investments, LLC d/b/a Wellman's West Rooftop, 597 Market Street (Rooftop) - Class LC Liquor License with Sunday Sales and Outdoor Service Privileges - Renewal
- d. Motion- Approval of Orders for Violations of Alcohol Laws
- e. Motion - Approval of Lane Closure for Special Event - Lutheran Church of Hope Easter Services
- f. Motion - Approval of Appointment - Library Board of Trustees
- g. Motion - Approval of Change Order #1 - 139 6th Street Building Renovation Dispatch Radio
- h. Motion - Approval of Amendment No. 1 to Professional Services Agreement - Pine Avenue Improvements, South 8th Street to End of Paving
- i. Motion - Approval of Amendment No. 1 to Professional Services Agreement - Community Center Interior Renovations
- j. Resolution - Approval of Recommended Name - Hidden Point Park
- k. Resolution - Order Construction
 - 1. 2015 PCC Patching Program Phase I
 - 2. Frink Creek Sanitary Sewer
- l. Resolution - Accept Work - Fire Station 21 Parking Lot Replacement Program
- m. Resolution - Approval and Acceptance of Irrevocable Offer of Dedication, Cross Access Easement and Sanitary Sewer Easement - Clocktower Square, 2800 and 2900 University Avenue
- n. Resolution- Approval of Iowa Economic Development Authority - High Quality Jobs Program Application- Hy-Vee Inc.
- o. Resolution- Approval of Study- Dixie Acres Sanitary Sewer
- p. Resolution- Approval and Acceptance of Purchase Agreement, Condemnation Award, and Easements - Fox Creek Sanitary Sewer Project

5. Old Business

- a. Maple Grove West, southeast corner of the Union Pacific Railroad and 98th Street - Amend the Planned Unit Development (PUD) to Modify Requirements for Setbacks, Buffers, and Architecture - Rock Equity Holdings, LLC
 - 1. Ordinance - Approval of Second, Third Readings and Final Adoption
- b. Amendment to City Code - Title 9 (Zoning), Various Chapters - Define and Establish Regulations for Brewery Tap Rooms - City Initiated
 - 1. Ordinance - Approval of Second, Third Readings and Final Adoption
- c. Amendment to City Code - Title 7 (Public Ways and Property), Chapter 1 (Streets, Sidewalks and Alleys), Section 6 (Maintenance of Parking Terrace and Sidewalks) - Notice to Abutting Property Owners to Repair Sidewalks - City Initiated
 - 1. Ordinance - Approval of Second, Third Readings and Final

Adoption

- d. 2011 Sidewalk Improvement Program - City Initiated
 - 1. Resolution - Approval of Release of Conditional Deficiencies

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

- a. Westport Development Annexation, located west of Wendover Road and north of Mills Civic Parkway (approximately 63.25 acres) - Voluntary Annexation - City Initiated
 - 1. Resolution - Approval of Voluntary Annexation and the Transition for the Imposition of City Tax
- b. 2015 HMA Resurfacing Program - City Initiated
 - 1. Resolution - Approval of Plans and Specifications
 - 2. Motion - Receive and File Report of Bids
 - 3. Resolution - Award Contract
- c. 2015 Concrete Trail Renovation - City Initiated
 - 1. Resolution - Approval of Plans and Specifications
 - 2. Motion - Receive and File Report of Bids
 - 3. Resolution - Award Contract
- d. Grand Prairie Parkway Tree Cutting, Mills Civic Parkway to Wendover Road - City Initiated
 - 1. Resolution - Approval of Plans and Specifications
 - 2. Motion - Receive and File Report of Bids
 - 3. Resolution - Award Contract

7. New Business

- a. Issuance of \$22,490,000 General Obligation Urban Renewal Bonds - City Initiated
 - 1. Motion - Receive and File Report of Bids
 - 2. Resolution - Award Sale
- b. Issuance of \$12,835,000 Taxable General Obligation Urban Renewal Bonds - City Initiated
 - 1. Motion - Receive and File Report of Bids
 - 2. Resolution - Award Sale
- c. Issuance of \$3,475,000 General Obligation Urban Renewal Refunding Bonds - City Initiated
 - 1. Motion - Receive and File Report of Bids

2. Resolution - Award Sale
 - d. Public Art Master Plan - City Initiated
 1. Resolution - Approval of Master Plan
 - e. Teamsters Local #238 (Westcom) - Contract July 1, 2015 thru June 30, 2018 - City of West Des Moines and Teamsters Local #238
 1. Resolution - Approval of Contract
- 8. Receive, File and/or Refer**
- a. South Water Tower Place, 4001 and 4055 Westown Parkway - Amend the Planned Unit Development (PUD) to Modify Architectural Standards - City Initiated (Refer to Plan and Zoning Commission)
 - b. 7920, 8120, and 8180 Ashworth Road Rezoning - Consistency Zone Property from Unzoned to Single Family Residential - City Initiated (Refer to Plan and Zoning Commission)
- 9. Other Matters**

CITY COUNCIL WORKSHOP

(Immediately follows Council meeting)

1. 318 5th Street Interior Improvements
2. Phenix Elementary School Property
3. Other Matters

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.

February 23, 2015

West Des Moines City Council Proceedings
Monday, February 23, 2015

Mayor Steven K. Gaer opened the regularly scheduled meeting of the City Council of West Des Moines, Iowa, in the Council Chambers of the West Des Moines City Hall on Monday, February 23, 2015 at 5:30 PM. Council members present were: R. Messerschmidt, J. Mickelson, J. Sandager, and K. Trevillyan.

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

Vote 15-059: Messerschmidt, Mickelson, Sandager, Trevillyan...4 yes
Motion carried.

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

On Item 3. Council/Manager/Other Entities Reports: No reports.

On Item 4. Consent Agenda.

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

- a. Approval of Minutes of February 9, 2015 Meeting
- b. Approval of Bill Lists
- c. Approval of Liquor Licenses:
 - 1. Lin Corporation d/b/a China Garden, 2020 Grand Avenue, Suite 1300 - Class BW Permit with Sunday Sales - Renewal
 - 2. Coach's Pizza, LLC d/b/a Coach's Pizza, 560 South Prairie View Drive - Class LC Liquor License with Sunday Sales, Outdoor Service, and Catering Privileges - Renewal
 - 3. Famous Dave's Ribs, Inc. d/b/a Famous Dave's, 1720 22nd Street - Class LC Liquor License with Sunday Sales - Renewal
 - 4. C.C.W., LLC d/b/a Huhot Mongolian Grill, 4100 University Avenue, Suite 101 - Class BW Permit with Sunday Sales - Renewal
 - 5. Hy-Vee, Inc. d/b/a Hy-Vee #4, 555 South 51st Street - Class LE Liquor License with Carryout Wine, Carryout Beer, and Sunday Sales - Renewal
 - 6. Kum & Go LC d/b/a Kum & Go #66, 5308 University Avenue - Class LE Liquor License with Carryout Wine, Carryout Beer, and Sunday Sales - Renewal
 - 7. Miranda Family Corporation d/b/a Mi Patria, 1410 22nd Street - Class BW Permit with Sunday Sales - Renewal
 - 8. Samurai Sushi & Hibachi Restaurant, Inc. d/b/a Samurai Sushi & Hibachi Restaurant, 7125 Mills Civic Parkway, Suite 110 - Class LC Liquor License with

- Sunday Sales - Renewal
- 9. W2005/Fargo Hotels (Pool C) Realty, LP d/b/a West Des Moines Residence Inn, 160 South Jordan Creek Parkway - Special Class C Liquor License - Renewal
- 10. The Wine Experience at Younkers Jordan Creek, LC, d/b/a The Wine Experience at Younkers Jordan Creek, 101 Jordan Creek Parkway, Building 6000 - Class BW Permit with Carryout Wine and Sunday Sales - Renewal
- 11. Cost Plus, Inc. d/b/a World Market, 4100 University Avenue, Suite 210 - Class BC Beer Permit with Carryout Wine and Sunday Sales - Renewal
- d. Approval of Lane Closure(s) for Special Event - St. Patrick's 10K and 5K - Friendly Sons of St. Patrick
- e. Approval of Appointments
 - 1. Bicycle Advisory Commission
 - 2. Human Services Advisory Commission
 - 3. Public Art Advisory Commission
- f. Approval to Sell Surplus City Equipment
- h. Approval of Application - Polk County Community Betterment Grant - Human Services
- i. Approval of Request for Technical Assistance - Trust for Public Land
- j. Approval of Change Order #11 - 139 6th Street Building Renovation
- k. Approval of 28E Agreements:
 - 1. Fourth Amended and Restated 28E Agreement - WestCom
 - 2. Restated 28E Agreement for Joint Maintenance of Roads - City of Clive
- l. Order Construction
 - 1. 2015 Concrete Trail Renovation
 - 2. 2015 HMA Resurfacing Program
 - 3. Grand Prairie Parkway Tree Cutting - Mills Civic Parkway to Wendover Road
- m. Accept Work:
 - 1. Southwest Connector - Phase 3
 - 2. 2014 Intake Repair Program
 - 3. 2014 Sewer Rehabilitation Program
 - 4. Thornwood Sanitary Sewer Improvements - Phase 2
- n. Direct Advertisement for Sale, Approval of Electronic Bidding Procedures and Approval of Official Statement:
 - 1. Issuance of \$22,490,000 General Obligation Urban Renewal Bonds
 - 2. Issuance of \$12,835,000 Taxable General Obligation Urban Renewal Bonds
 - 3. Issuance of \$3,475,000 General Obligation Urban Renewal Refunding Bonds
- o. Establish Consultation Meeting and Public Hearing - Amendment #1 to Alluvion Urban Renewal Area
- p. Approval of Settlement Agreement - High Quality Job Creation Program
- q. Approval and Acceptance of Purchase Agreement and Easements - Fox Creek Sanitary Sewer Project
- r. Approval and Acceptance of Purchase Agreement, Deed, and Easements - Frink Creek Sanitary Sewer Project
- s. Approval and Acceptance of Purchase Agreement and Property - Ashworth Road Low

February 23, 2015

- Pressure Sewer System Project
- t. Approval and Acceptance of Agreement and Waiver for Future Traffic Signal - Ryan Companies Build-to-Suit Office
 - u. Approval and Acceptance of Irrevocable Offer of Dedication and Sanitary Sewer Easement - 503 Restaurant and Nightclub, 1238 8th Street

Vote 15-060: Messerschmidt, Mickelson, Sandager, Trevillyan...4 yes
Motion carried.

On Item 4(g) Approval of Revised Sidewalk Inspection and Repair Policy

Council member Trevillyan noted a correction is needed to the policy to remove the phrase “and in one piece” from the first sentence of the “Defect A or B (Sunken Sections)” paragraph in Appendix B. He also explained the proposed changes included in this revised policy.

It was moved by Trevillyan, second by Messerschmidt to approve Item 4(g) Approval of Revised Sidewalk Inspection and Repair Policy with correction to remove the phrase “and in one piece” from the first sentence of the “Defect A or B (Sunken Sections)” paragraph in Appendix B.

Vote 15-061: Messerschmidt, Mickelson, Sandager, Trevillyan...4 yes
Motion carried.

On Item 5(a) Majestic Oaks, generally located at the northwest corner of Stagecoach Drive and South 95th Street - Rezone the Property from Unzoned to Single Family Residential Consistent with the Comprehensive Plan, initiated by the City of West Des Moines

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

Vote 15-062: Messerschmidt, Mickelson, Sandager, Trevillyan...4 yes
Motion carried.

The City Clerk read the preamble to the ordinance.

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

Vote 15-063: Messerschmidt, Mickelson, Sandager, Trevillyan...4 yes
Motion carried.

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

Vote 15-064: Messerschmidt, Mickelson, Sandager, Trevillyan...4 yes
Motion carried.

February 23, 2015

Council member Trimble arrived at 5:37 p.m. The attendance was re-taken. Council members present were: R. Messerschmidt, J. Mickelson, J. Sandager, K. Trevillyan, and R. Trimble.

On Item 5(b) Amendment to City Code - Title 7 (Public Ways and Property), Chapter 10 (Trees and Shrubs) - Amend Ordinance to Include Changes Needed Due to Emerald Ash Borer Management, initiated by the City of West Des Moines

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

Vote 15-065: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

The City Clerk read the preamble to the ordinance.

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

Vote 15-066: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

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

Vote 15-067: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

On Item 5(c) Grand Avenue Trail, Raccoon River Park to Fuller Road, initiated by the City of West Des Moines

Mayor Gaer noted this action is needed because subsequent to Council approval of the preliminary plat and schedule of assessments, the City has decided it will pay for the full construction costs of this trail with no special assessments.

It was moved by Trimble, second by Sandager to adopt Resolution - Approval of Release of Preliminary Special Assessments.

Vote 15-068: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

On Item 6(a) Mayor Gaer indicated this was the time and place for a public hearing to consider Maple Grove West, southeast corner of the Union Pacific Railroad and 98th Street - Amend the Planned Unit Development (PUD), Parcel B to Modify Requirements for Setbacks, Buffers, and Architecture, initiated by Rock Equity Holdings, LLC. He asked for the date the notice was

February 23, 2015

published and the City Clerk indicated the notice was published on February 6, 2015 in the Des Moines Register. Mayor Gaer asked if any written comments had been received. The City Clerk stated on a vote of 5-0, with two members absent, the Plan and Zoning Commission recommended City Council approval of the proposed PUD Amendment.

Mayor Gaer asked if there were any public comments.

Eric Cannon, Snyder and Associates, 2727 SW Snyder Boulevard, Ankeny, on behalf of the developer, provided details on the proposed changes included in the requested PUD amendment.

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

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

Council member Messerschmidt stated he supports this request, but he has concerns about potential stormwater drainage issues when buildings are located close to each other.

Vote 15-069: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

The City Clerk read the preamble to the ordinance.

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

Vote 15-070: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

On Item 6(b) Mayor Gaer indicated this was the time and place for a public hearing to consider Amendment to City Code - Title 9 (Zoning), Various Chapters - Define and Establish Regulations for Brewery Tap Rooms, 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 February 6, 2015 in the Des Moines Register. Mayor Gaer asked if any written comments had been received. The City Clerk stated on a vote of 5-0, with two members absent, the Plan and Zoning Commission recommended City Council approval of the proposed City Code Amendment.

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

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

Council member Trevillyan inquired if the City Code would consider the tap room to be the

same use as a bar.

Lynne Twedt, Development Services Director, responded it would be considered the same use as a bar, because there will be retail sales of beer. She also stated a tap room is only allowed in conjunction with a brewery through a Permitted Conditional Use Permit. Future requests for such a conditional use would be handled on a case-by-case basis requiring approval by the Board of Adjustment.

Council member Messerschmidt inquired if this ordinance would allow for carryout sales of beer.

Ms. Twedt responded that would be allowed under the ordinance.

Brian Fox, 1143 42nd Street, Apt. D, Des Moines, representing Fox Brewing which has requested the permitted conditional use for a tap room, stated they plan to have sales of 22-ounce bottles.

Council member Trimble stated he has an investment with Fox Brewing, so he will abstain on this item due to a potential conflict of interest.

Vote 15-071: Messerschmidt, Mickelson, Sandager, Trevillyan...4 yes
Trimble... 1 abstain due to potential conflict of interest

Motion carried.

The City Clerk read the preamble to the ordinance.

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

Vote 15-072: Messerschmidt, Mickelson, Sandager, Trevillyan...4 yes
Trimble... 1 abstain due to potential conflict of interest

Motion carried.

On Item 6(c) Mayor Gaer indicated this was the time and place for a public hearing to consider Issuance of Not to Exceed \$3,680,000 General Obligation Urban Renewal Refunding Bonds, 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 February 11, 2015 in the Des Moines Register. Mayor Gaer asked if any written comments had been received. The City Clerk stated none had been received.

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

It was moved by Sandager, second by Trevillyan to adopt Resolution - Instituting Proceedings to

February 23, 2015

Take Additional Action

Vote 15-073: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

On Item 6(d) Mayor Gaer indicated this was the time and place for a public hearing to consider 2015-16 FY Operating and Capital Budget, 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 February 13, 2015 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; hearing none he declared the public hearing closed.

It was moved by Sandager, second by Trimble to adopt Motion - Approval of Budget.

The Mayor and Council expressed they are very happy that this budget will include a 5-cent reduction in the property tax levy rate, while maintaining existing staffing and levels of service, and they expressed appreciation to staff for their efforts throughout this budget process.

Vote 15-074: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

On Item 6(e) Mayor Gaer indicated this was the time and place for a public hearing to consider Fox Creek Trunk Sewer - Phase 1, 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 February 13, 2015 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; hearing none he declared the public hearing closed.

It was moved by Trevillyan, second by Sandager to adopt Resolution - Approval of Plans and Specifications, Motion to Receive and File Report of Bids, and Resolution - Award Contract to MPS Engineers, PC.

Vote 15-075: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

On Item 7(a) Clocktower Square, 2800 and 2900 University Avenue - Approval of a Site Plan for Exterior Modifications, Parking Lot Changes, and Storm Water Improvements, initiated by Clocktower Square Baceline, LLC

February 23, 2015

It was moved by Trevillyan, second by Trimble to adopt Resolution - Approval of Major Modification, subject to the applicant complying with all applicable City Code requirements and the following conditions of approval:

1. Providing an executed irrevocable offer of dedication for University Avenue and 28th Street, prior to obtaining a building permit. *(provided)*
2. Providing an ingress/egress easement between Lots 1 and 2 Clocktower Square, prior to obtaining a building permit. *(provided)*
3. Providing a sanitary sewer easement, prior to obtaining a building permit. *(provided)*
4. Providing a storm water facility maintenance agreement prior to obtaining a building permit.
5. Providing proof of payment to MidAmerican Energy for streetlights, prior to obtaining a building permit.
6. Providing final site plan drawings addressing staff comments, prior to obtaining a building permit.
7. The City Council waiving the requirement that 35% of the open space trees be overstory or evergreen in Lot 2 and lowering the required trees from eleven to six.

Vote 15-076: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

On Item 7(b) Amendment to City Code - Title 7 (Public Ways and Property), Chapter 1 (Streets, Sidewalks and Alleys), Section 6 (Maintenance of Parking Terrace and Sidewalks) - Notice to Abutting Property Owners to Repair Sidewalks, initiated by the City of West Des Moines.

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

Vote 15-077: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

The City Clerk read the preamble to the ordinance.

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

Vote 15-078: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

February 23, 2015

On Item 8(a) Whisper Ridge, southwest corner of Bridgewood Boulevard and South 88th Street - Establish Planned Unit Development (PUD) to Address Development Standards for Attached Townhomes - Hale Development Company, LLC - Referred to Plan and Zoning Commission

On Item 8(b) Marty Blanchard Resignation - Human Services Advisory Board – Received and filed.

On Item 8(c) Judy Price Resignation - Library Board of Trustees – Received and filed.

On Item 9 - Other Matters: none

The meeting was adjourned at 6:02 p.m.

Respectfully submitted,

Ryan T. Jacobson, CMC
City Clerk

ATTEST:

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	03/05/2015		\$967,640.26
	Claim Listing Date		Total \$ Amount
EFT Claims	03/05/2015		\$137,056.93
	Claim Listing Date		Total \$ Amount
Control Pay	03/05/2015		\$60,872.44
	Claim Listing Date		Total \$ Amount
End of Month	-0-		-0-
	Claim Listing Date		Total \$ Amount
Manual Check	03/05/2015		\$501,187.47
	Claim Listing Date		Total \$ Amount

Approved by the West Des Moines City Council this 9th day of March
2015

Tim Stiles, Finance Director

Tom Hadden, City Manager

Steven K. Gaer, Mayor

ATTEST:

Ryan Jacobson, City Clerk

Finance and Administration Committee acknowledgement of disbursement of expenditures:

Russ Trimble, Councilmember

Jim Sandager, Councilmember

John Mickelson (alternate)

FINANCIAL SYSTEM
03/05/2015 10:56:11

BANK VENDOR

INMAY FIRST NATIONALBANK

Check Register

CHECK# DATE AMOUNT

CHECK#	DATE	AMOUNT
29059		
24061		
28252		
28835		
00700		
29314		
22901		
29716		
25207		
24522		
29508		
29508		
29508		
.09842		
28011		
29598		
03220		
27429		
27960		
27825		
04230		
24447		
.09836		
19700		
05050		
25466		
28056		
05885		
27442		
06400		
06550		
27867		
27988		
02850		
07080		
07450		
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29728		
.09829		
24992		
25492		
29011		
27039		
24199		
26083		
.09833		
70067		
27012		
ABDULLAH/MOHAMMAD		
ADP SCREENING & SELECTIO		
ADVENTURES IN ADVERTISIN		
AGNEW/JOSALYN		
AHLERS & COONEY		
AMERICAN SECURITY CORP		
AMERICAN TRAFFIC SAFETY		
BALDWIN/RYAN		
BEGLEY/JOHN		
BELLER DISTRIBUTING, LLC		
BOLTON & MENK INC		
BOLTON & MENK INC		
BOLTON & MENK INC		
BONE-A-PATREAU		
BOUND TREE MEDICAL, LLC.		
BREIHOIZ CONSTRUCTION CO		
BREWICK/MARK		
BROCKWAY MECHANICAL & RO		
CALHOUN-BURNS ASSOCIATE		
CAMPBELL PET COMPANY		
CARPENTER UNIFORM CO		
CDM GOVERNMENT, INC.		
CENTURY LINK		
CENTURYLINK		
CITY OF URBANDALE		
COMMERCIAL APPRAISERS OF		
CONTINUUM RETAIL ENERGY		
CORELI CONTRACTOR, INC.		
CORY/TARRY		
CUSTOM AWARDS		
DALLAS COUNTY RECORDER		
DELTA DENTAL OF IOWA		
DE WENZ/MIKE		
DELTA DENTAL OF IOWA		
DES MOINES IRON AND SUPP		
DES MOINES STAMP MFG CO		
DICKER/PHIL		
DILLARD/CARLOS		
DIYERSIFIED PLASTICS INC		
DOGGETT/RICHARD		
DOWLING/CONNIE		
ELLINGSON DRAINAGE, INC		
EMBARUIT, INC.		
EMPLOYEE & FAMILY RESOUR		
EMSIRC		
ERICKSON/DANN		
EXCEL MECHANICAL, INC.		
FASTENAL COMPANY		
178061 03/09/15 75.00		
178062 03/09/15 666.60		
178063 03/09/15 236.30		
178064 03/09/15 1,435.20		
178065 03/09/15 4,080.50		
178066 03/09/15 980.00		
178067 03/09/15 25.00		
178068 03/09/15 75.00		
178069 03/09/15 132.00		
178070 03/09/15 2,832.50		
178071 03/09/15 630.00		
178072 03/09/15 14,226.00		
178073 03/09/15 17,065.00		
178074 03/09/15 37.19		
178075 03/09/15 536.66		
178076 03/09/15 26,547.45		
178077 03/09/15 71.88		
178078 03/09/15 309.55		
178079 03/09/15 9,402.00		
178080 03/09/15 42.55		
178081 03/09/15 1,038.23		
178082 03/09/15 1,378.11		
178083 03/09/15 3,822.14		
178084 03/09/15 5,929.53		
178085 03/09/15 728.00		
178086 03/09/15 625.00		
178087 03/09/15 26,102.47		
178088 03/09/15 46,928.86		
178089 03/09/15 300.00		
178090 03/09/15 25.00		
178091 03/09/15 461.00		
178092 03/09/15 4,362.60		
178093 03/09/15 75.00		
178094 03/09/15 2,379.74		
178095 03/09/15 65.58		
178096 03/09/15 168.31		
178097 03/09/15 2,493.00		
178098 03/09/15 200.00		
178099 03/09/15 266.13		
178100 03/09/15 288.00		
178101 03/09/15 210.00		
178102 03/09/15 5,700.00		
178103 03/09/15 1,115.00		
178104 03/09/15 1,661.25		
178105 03/09/15 20.00		
178106 03/09/15 987.39		
178107 03/09/15 106,568.15		
178108 03/09/15 44.18		

BANK	VENDOR	CHECK#	DATE	AMOUNT
INAT FIRST NATIONALBANK				
28912	FERGUSON ENTERPRISES, IN	178109	03/09/15	25.05
26109	FERRELLGAS	178110	03/09/15	48.00
29238	FEXSTEVE LIMITED COMPANY	178111	03/09/15	11,525.00
27734	FIRST NATIONAL BANK	178112	03/09/15	1,900.00
29570	FITZPATRICK/ELLEN	178113	03/09/15	1,365.00
27003	GENERAL STORE/THE	178114	03/09/15	143.72
10750	GRAINGER INC	178115	03/09/15	445.53
10800	GRAYBAR ELECTRIC CO INC	178116	03/09/15	167.90
10950	GRIMES ASPHALT & PAVING	178117	03/09/15	573.78
25728	HAHN/JENNIFER	178118	03/09/15	1,155.82
28679	HATFIELD/CARRIE	178119	03/09/15	198.00
11300	HAWKEYE TRUCK EQUIPMENT	178120	03/09/15	295.00
29559	HAWKINS/JENNIFER	178121	03/09/15	295.00
29561	HEARTLAND BUSINESS SYSTE	178122	03/09/15	840.00
29760	HELLER AND HELLER CONSUL	178123	03/09/15	5,619.62
29755	HINRICHS/ABBY	178124	03/09/15	22,000.00
24904	HOEGH/ROD	178125	03/09/15	66.00
24065	HOLCOWE/ALTHEA	178126	03/09/15	241.00
24944	HOME DEPOT CREDIT SERVIC	178127	03/09/15	78.75
29499	IMSA - PUBLIC SAFETY	178128	03/09/15	106.72
.09831	IN THE BAG INC	178129	03/09/15	75.00
25315	INGAMELLS COMMERCIAL FLO	178130	03/09/15	176.45
29761	INTERNATIONAL CARTRIDGE	178131	03/09/15	88.00
12677	IOWA CONCRETE PAVING ASS	178132	03/09/15	3,419.45
12740	IOWA DEPT OF NATURAL RES	178133	03/09/15	175.00
28958	IOWA DEPT OF PUBLIC HEAL	178134	03/09/15	700.00
12760	IOWA DEPT OF TRANSPORTAT	178135	03/09/15	490.00
22608	IOWA FIRE CHIEFS ASSN	178136	03/09/15	13,070.40
23500	IOWA LAW ENFORCEMENT ACA	178137	03/09/15	25.00
14250	IOWA LEAGUE OF CITIES	178138	03/09/15	170.00
24158	IOWA STATE BAR ASSOCIATI	178139	03/09/15	235.00
13158	IOWA STATE UNIVERSITY-FI	178140	03/09/15	140.00
28046	JACOBSON SUPPLY, LLC	178141	03/09/15	85.00
29276	JENSEN/RHONDA	178142	03/09/15	9,424.00
22184	JIM'S JOHNS	178143	03/09/15	198.00
.09843	JOHNSON COUNTY	178144	03/09/15	252.00
29749	JOHNSON/BRADY	178145	03/09/15	100.00
27078	JONES/BRENT	178146	03/09/15	125.00
26906	JORDAN CREEK ANIMAL HOSP	178147	03/09/15	75.00
29498	KALDENBERG'S PBS LANDSCA	178148	03/09/15	5.45
.09835	KEEP IOWA BEAUTIFUL	178149	03/09/15	205.00
28109	KIGER/MCKENZIE	178150	03/09/15	250.00
29717	KIRK/TOMAS	178151	03/09/15	475.00
28301	KLAHN/RICHARD	178152	03/09/15	50.00
.09841	KLINE-JOHNSON/MARILYN	178153	03/09/15	198.00
23769	LACINA/WENDY	178154	03/09/15	70.00
.09830	LEAGUE OF KANSAS MUNICIP	178155	03/09/15	660.00
25199	LEGAL COURIERS OF IOWA	178156	03/09/15	90.00
				120.00

Check Register

BANK	VENDOR	CHECK#	DATE	AMOUNT
1NAT FIRST NATIONALBANK				
295117	LEXISNEXIS	178157	03/09/15	350.00
23820	LOWE'S COMPANIES, INC.	178158	03/09/15	1,688.17
26065	MACDONALD LETTER SERVICE	178159	03/09/15	60.00
284112	MARTIN/JOSEPH	178160	03/09/15	150.00
.09839	MCCARTHY/PAULETTE	178161	03/09/15	35.00
14900	MENARDS	178162	03/09/15	772.75
13030	MIDAMERICAN ENERGY	178163	03/09/15	30,592.42
13028	MIDAMERICAN-DM-WDM TL	178164	03/09/15	48.00
13027	MIDAMERICAN-CLIVE-WDM TL	178165	03/09/15	400.98
13029	MIDAMERICAN-WDM-WAUKEE T	178166	03/09/15	22.68
27211	MIDWEST SAFETY COUNSELOR	178167	03/09/15	1,201.34
27748	MITCHELL/RANDY	178168	03/09/15	132.00
.09832	MOHLING/HONNIE	178169	03/09/15	29.00
28543	MPS ENGINEERS	178170	03/09/15	9,144.42
15625	MUNICIPAL SUPPLY INC	178171	03/09/15	105.00
27837	NORTHERN IOWAN/THE	178172	03/09/15	39.96
70010	O'HALLORAN INTERNATIONAL	178173	03/09/15	231,583.00
28681	OLSSON ASSOCIATES	178174	03/09/15	5,341.79
28438	OWENS & MINOR	178175	03/09/15	267.64
28970	PALMER GROUP	178176	03/09/15	1,516.90
29733	PARKER/SATONIUS	178177	03/09/15	250.00
28485	PER MAR SECURITY	178178	03/09/15	3,073.99
28548	PETERSEN/ERIC	178179	03/09/15	838.99
27375	PETERSON/JUDY	178180	03/09/15	481.75
.09840	POHLMAN/LYNETTE	178181	03/09/15	70.00
29519	POLK COUNTY AUDITOR	178182	03/09/15	7,073.20
16560	POLK COUNTY FIRE CHIEF'S	178183	03/09/15	16,250.00
23932	POLK COUNTY HEALTH DEPT	178184	03/09/15	25.00
29068	RAHE/ALAN	178185	03/09/15	2,400.00
29540	RAPIDS REPRODUCTIONS, IN	178186	03/09/15	150.00
23531	RHINE GROUP FIREARMS	178187	03/09/15	172.51
29269	ROTO-ROOTER CORP	178188	03/09/15	587.00
17600	ROY'S TOWING AND RECOVER	178189	03/09/15	300.00
17625	ROYER/KATIE	178190	03/09/15	175.00
27811	SADDORIS/BRETT	178191	03/09/15	132.00
29522	SECURITY EQUIPMENT CORP	178192	03/09/15	75.00
27422	SPRINT	178193	03/09/15	286.33
29657	STEINMEL/MICHAEL	178194	03/09/15	319.92
28433	SWINTON/ASHLEE	178195	03/09/15	396.00
29541	SWISHER/MARK	178196	03/09/15	825.00
28440	TASC	178197	03/09/15	252.00
29388	TRAVIS SYSTEMS INC	178198	03/09/15	36.00
29288	TRIZETTO PROVIDER SOLUTI	178199	03/09/15	1,750.00
23887	TYLER TECHNOLOGIES	178200	03/09/15	24,333.33
25814	ULTRAMAX	178201	03/09/15	6,222.00
28148	USPS-HASLER	178202	03/09/15	975.00
.09837	VALLEY HIGH SCHOOL	178203	03/09/15	4,590.00
		178204	03/09/15	

FINANCIAL SYSTEM
03/05/2015 10:56:11

Check Register

BANK VENDOR

CHECK# DATE AMOUNT

1NAT FIRST NATIONALBANK

CHECK#	DATE	AMOUNT
29753	03/09/15	234,852.61
20250	03/09/15	112.00
19725	03/09/15	2,714.20
29220	03/09/15	247.02
22967	03/09/15	147.00
27798	03/09/15	30.00
24822	03/09/15	792.00
20725	03/09/15	577.00
21000	03/09/15	115.61
29050	03/09/15	656.73
26412	03/09/15	100.00
.09834	03/09/15	142.58
.09838	03/09/15	103.77
24521	03/09/15	115.42
26820	03/09/15	1,480.00
21800	03/09/15	371.46

FIRST NATIONALBANK

967,640.26

FINANCIAL SYSTEM
03/05/2015 08:46:05

BANK VENDOR

1NAT FIRST NATIONALBANK

Check Register

CHECK#	DATE	AMOUNT
8469	03/09/15	258.00
8470	03/09/15	397.49
8471	03/09/15	150.00
8472	03/09/15	4,987.50
8473	03/09/15	1,292.00
8474	03/09/15	265.00
8475	03/09/15	18,504.71
8476	03/09/15	300.00
8477	03/09/15	6,685.00
8478	03/09/15	4,581.97
8479	03/09/15	15,081.07
8480	03/09/15	9,695.27
8481	03/09/15	9,695.27
8482	03/09/15	9,695.28
8483	03/09/15	9,695.28
8484	03/09/15	225.00
8485	03/09/15	51.12
8486	03/09/15	1,572.70
8487	03/09/15	75.00
8488	03/09/15	6,188.20
8489	03/09/15	150.00
8490	03/09/15	225.00
8491	03/09/15	31,909.45
8492	03/09/15	3,988.50
8493	03/09/15	1,128.62
8494	03/09/15	125.00
8495	03/09/15	34.50

137,056.93

FIRST NATIONALBANK

90074 A TECH, INC.
90023 ARNOLD MOTOR SUPPLY,LLP
90172 BAYLESS/ROH
90026 BENJAMIN/SUZANNE
90029 BROWN TRAFIC PRODUCTS
90035 CITY OF CLIVE
90015 EMC RISK SERVICES
90161 FARRAND/GLENN
90159 HENNING/CLAUDIA
90053 IOWA COMMUNITIES
90065 KECK, INC.
90061 KIRKHAM, MICHAEL, & ASSO
90164 MCCUBBIN/COURTNEY
90087 MIDWEST WHEEL
90089 OUTDOOR RECREATION PRODU
90163 PENNING/RYAN
90150 RELIABLE MAINTENANCE
90171 ROUNDS/MATES
90118 SHIELDS/CHARLES
90008 SHIVE-HATTERY
90123 VITAL SUPPORT SYSTEMS
90002 WEST BANK, HUMAN SVCS
90174 WILKINS/CHRIS
90128 WITGRAF/JASON

BANK VENDOR

INAT FIRST NATIONALBANK

Check Register

CHECK#	DATE	AMOUNT
178027	03/09/15	517.70
178028	03/09/15	4,107.03
178029	03/09/15	2,249.61
178030	03/09/15	332.26
178031	03/09/15	93.00
178032	03/09/15	16,419.19
178033	03/09/15	1,223.41
178034	03/09/15	1,168.66
178035	03/09/15	1,151.67
178036	03/09/15	489.54
178037	03/09/15	276.02
178038	03/09/15	1,342.80
178039	03/09/15	1,312.93
178040	03/09/15	1,120.31
178041	03/09/15	592.20
178042	03/09/15	410.17
178043	03/09/15	152.99
178044	03/09/15	2,760.00
178045	03/09/15	668.73
178046	03/09/15	350.69
178047	03/09/15	171.51
178048	03/09/15	4,016.00
178049	03/09/15	243.40
178050	03/09/15	322.20
178051	03/09/15	144.00
178052	03/09/15	3,648.13
178053	03/09/15	1,149.50
178054	03/09/15	1,155.57
178055	03/09/15	1,237.39
178056	03/09/15	6,521.66
178057	03/09/15	1,120.06
178058	03/09/15	1,941.77
178059	03/09/15	3,735.84
178060	03/09/15	726.50

60,872.44

FIRST NATIONALBANK

70232 A TEAM APPAREL
70018 ABC ELECTRICAL CONTRACTO
70195 ACTION PRINT
70195 ACTION PRINT
70216 ADVENTURE LIGHTING
70127 ALL MAKES OFFICE INTERIO
70158 ARAMARK UNIFORM SERVICES
70191 BROWNELLS INC
70017 CAPITAL SANITARY SUPPLY
70008 COMPETITIVE EDGE
70084 DES MOINES REGISTER/THE
70009 ELECTRONIC ENGINEERING
70235 EMERGENCY APPARATUS MAIN
70067 EXCEL MECHANICAL, INC.
70020 FIELD FIRE
70039 GEL CLOTHING
70161 GALLS LLC
70062 HOWARD R. GREEN CO.
70073 INLAND TRUCK PARTS
70239 INTERSTATE ALL BATTERY C
70244 JOHNSTONE SUPPLY
70078 METRO WASTE AUTHORITY
70184 NATIONAL PEN COMPANY
70076 PRAKAIR
70171 SECURITY EQUIPMENT INC
70057 SNYDER & ASSOCIATES
70026 SNYDER & ASSOCIATES
70234 SPRAYER SPECIALTIES INC
70001 STIVERS FORD
70080 STOREY-KENWORTHY
70013 TOMPKINS INDUSTRIES
70229 TRANS IOWA EQUIPMENT CO
70051 TREAT AMERICA FOOD SERVI
WORLDPOINT ECC, INC.

FINANCIAL SYSTEM
03/03/2015 14:45:29

BANK VENDOR

1MAT FIRST NATIONALBANK

70141 COLOR FX
FIRST NATIONALBANK

Check Register

CHECK#	DATE	AMOUNT
139613	03/03/15	2,015.25
		2,015.25

FINANCIAL SYSTEM
02/24/2015 16:06:07

BANK VENDOR

1NAT FIRST NATIONALBANK

70141 COLOR FX

FIRST NATIONALBANK

Check Register

CHECK#	DATE	AMOUNT
139612	02/24/15	6,953.14
		6,953.14

FINANCIAL SYSTEM
02/25/2015 08:26:58

BANK VENDOR

1NAT FIRST NATIONALBANK

24822 WELLMARK BLUE CROSS
FIRST NATIONALBANK

Check Register

CHECK# DATE AMOUNT

800577 02/20/15 422,323.32

422,323.32

FINANCIAL SYSTEM
02/24/2015 16:06:07

BANK VENDOR

INAT FIRST NATIONALBANK

90015 EMC RISK SERVICES

FIRST NATIONALBANK

Check Register

CHECK#	DATE	AMOUNT
800569	02/25/15	5,500.00
		5,500.00

FINANCIAL SYSTEM
03/05/2015 15:41:19

Check Register

CITY OF WEST DES MOINES IOWA
GL540R-V07.27 PAGE 1

BANK VENDOR

1MAT FIRST NATIONALBANK

CHECK# DATE AMOUNT

29762	PATERSON/BARRY REVOCABLE	139614	03/05/15	25,000.00
23314	DALLAS COUNTY SHERIFF'S	139615	03/05/15	1,767.76
29763	SANDERS/RUSSELL	139616	03/05/15	31,138.00
29764	LACEY/DAVID	139617	03/05/15	6,490.00

FIRST NATIONALBANK

64,395.76

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

ITEM: Approval of Liquor Licenses

DATE: March 9, 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. Windrum Enterprises, LLC d/b/a Fuddruckers, 6378 Mills Civic Parkway - Class BB Beer Permit with Sunday Sales - Renewal
2. Git N Go Convenience Stores, Inc. d/b/a Git N Go Convenience Store #4, 1325 Grand Avenue - Class BC Beer Permit with Sunday Sales - Renewal
3. Hy-Vee, Inc. d/b/a Hy-Vee Gas #4, 665 South 51st Street - Class BC Beer Permit with Sunday Sales - Renewal
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) - March 11-12, 2015
5. Hy-Vee, Inc. d/b/a Hy-Vee Meeting Room, 1725 Jordan Creek Parkway - Transfer Location Temporarily to 1236 Jordan Creek Parkway (SpringHill Suites) - March 26, 2015
6. Sri Ganesh, LLC d/b/a Paradise Biryani Pointe, 6630 Mills Civic Parkway, Suite 3102 - Class BW Permit with Native Wine and Sunday Sales - Renewal
7. Quik Trip Corporation d/b/a Quik Trip #517, 1451 22nd Street - Class LE Liquor License with Carryout Wine, Carryout Beer and Sunday Sales - Renewal
8. W West Investments, LLC d/b/a Wellman's West, 597 Market Street - Class LC Liquor License with Sunday Sales and Outdoor Service Privileges - Renewal
9. W West Investments, LLC d/b/a Wellman's West Rooftop, 597 Market Street (Rooftop) - Class LC Liquor License with Sunday Sales and Outdoor Service Privileges - 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**

DATE: March 9, 2015

ITEM: Motion – Approval of Orders for violations of alcohol laws

FINANCIAL IMPACT: \$1,500.00 (positive impact to City)

BACKGROUND:

Pursuant to state law, a municipality is entitled to assess a \$500.00 fine for a first violation against alcohol permittees who have been found in violation of providing alcoholic beverages to persons under 21 years of age at their respective places of business. Failure to pay the civil penalty as ordered shall result in automatic suspension of the license or permit for a period of 14 days.

On or about the date referenced on attached Exhibit “A”, employees of the permittees, also referenced on Exhibit “A”, were cited for providing alcoholic beverages to persons under 21 years of age. On or about January 16, 2015, and March 5, 2015, the City of West Des Moines Legal Department sent notice of the violations to the permittees. Since that time, said permittees acknowledged respective orders and settlement agreement and returned payment of fines for each of its alcohol violations.

In one case, the employee cited for providing alcohol to a minor was either TIPs or IPACT trained, allowing the permittee to invoke an affirmative defense resulting with the civil penalty being waived (once every four (4) years).

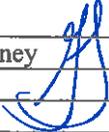
OUTSTANDING ISSUES (if any): None.

RECOMMENDATION:

It is recommended that the City Council approve the Orders and accept payment of fines regarding the alcohol violations of the permittees as referenced on the attached Exhibit “A”.

Lead Staff Member: Greta Truman, Assistant City Attorney

STAFF REVIEWS

Department Director	Richard J. Scieszinski, City Attorney	
Appropriations/Finance		
Legal		
Agenda Acceptance		

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	
Date Reviewed	
Recommendation	

EXHIBIT "A"

<u>Licensee</u>	<u>D/B/A</u>	<u>Date of Violation</u>	<u>#Violation</u>
Casey's Marketing Company	Casey's General Store #2923 1850 22nd Street	November 14, 2014	1 st (minors)
The Noodle Shop, Co.	Noodles & Company 1551 Valley West Drive, Ste. 237	November 14, 2014	1 st (minors)
The Noodle Shop, Co.	Noodles & Company 1551 Valley West Drive, Ste. 237	December 30, 2014	2 nd (minors) Civil Penalty Waived due to IPACT Trained / Affirmative Defense
R. Mexican Market, Inc.	Raul's Mexican Restaurant 1261 8 th Street	November 14, 2014	1 st (minors)

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

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

DATE: March 9, 2015

FINANCIAL IMPACT: None

BACKGROUND:

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

Lutheran Church of Hope will hold its Easter services on Saturday, April 4 and Sunday, April 5. The proposed traffic plan for the event includes a partial lane closure on Jordan Creek Parkway, as has been done for previous Easter and Christmas services. (See attached map)

OUTSTANDING ISSUES (if any): None

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

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

STAFF REVIEWS

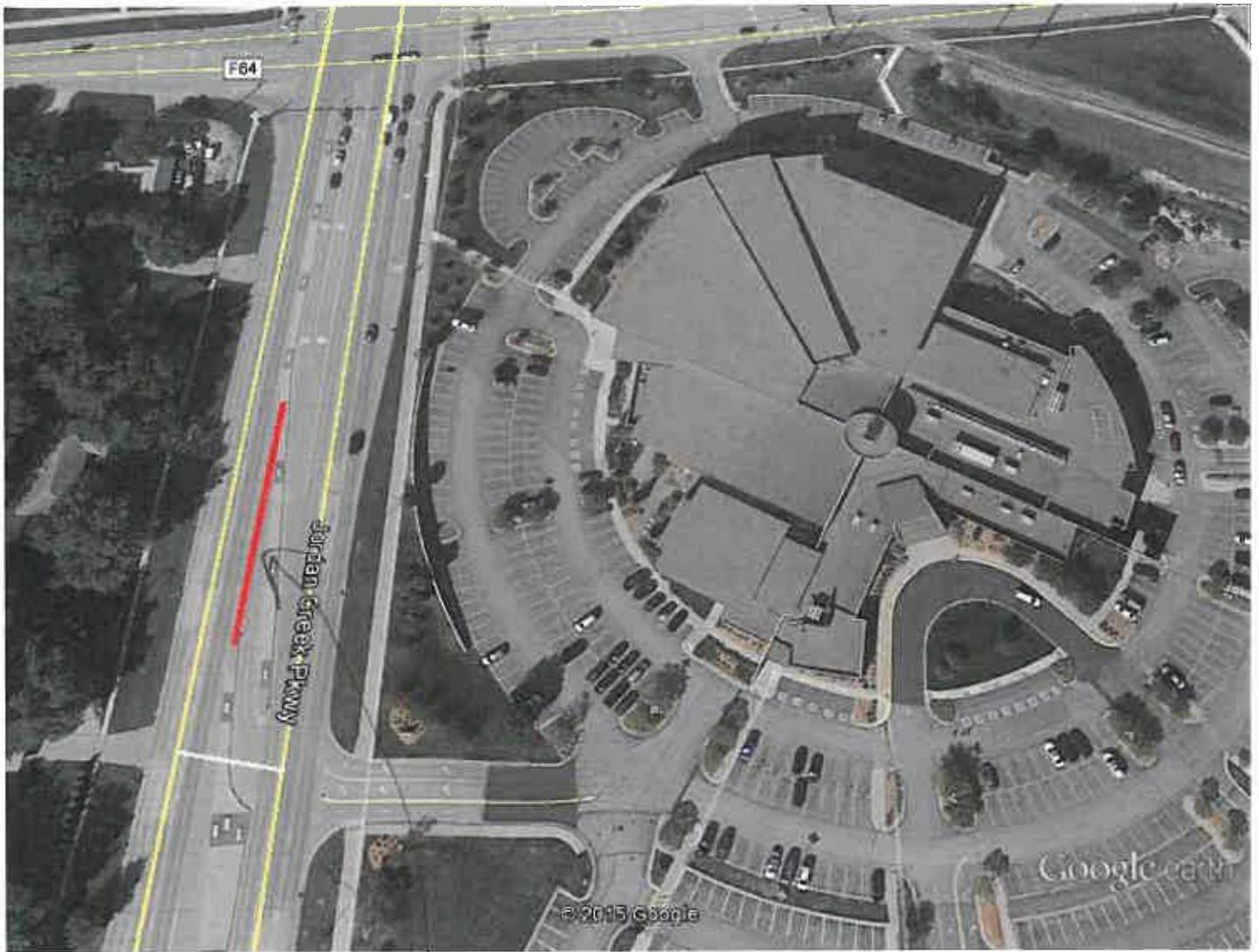
Department Director	Ryan T. Jacobson, City Clerk
Appropriations/Finance	Tim Stiles, Finance Director
Legal	Richard Scieszinski, City Attorney
Agenda Acceptance	<i>RTJ</i>

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	
Date Reviewed	



Google earth

feet
meters



4/4/15

lane closure at our slip left
from Sat Noon - Sun 1pm

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

ITEM: Approval of Appointment – Library Board of Trustees

DATE: March 9, 2015

FINANCIAL IMPACT: None

BACKGROUND:

Judy Price has served on the Library Board of Trustees since January 2013, and the Mayor and Council thank her for her service to the community. Mayor Gaer would like to appoint Joseph Murphy to serve on the Library Board of Trustees for the remainder of the four-year term with an expiration of June 30, 2015, as well as a subsequent four-year term with an expiration of June 30, 2019.

Joseph Murphy 6541 Woodland Drive 201-1081 (h)

OUTSTANDING ISSUES (if any): None

RECOMMENDATION:

Approval of appointment of Joseph Murphy to the Library Board of Trustees.

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>

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

CITY OF WEST DES MOINES, IOWA

APPLICATION FOR APPOINTMENT TO BOARDS AND COMMISSIONS

The City of West Des Moines appreciates your interest in serving the community and welcomes your application. Please complete all sections of this application. If you have any questions, please contact the City Clerk's Office at (515) 222-3600 or TDD (Hearing Impaired) (515) 222-3334. The City of West Des Moines is committed to providing equal opportunity for citizen involvement.

Please indicate those Boards and/or Commissions on which you would be willing to serve by checking below:

- Board of Adjustment
- Civil Service Commission
- Library Board of Trustees
- Plan & Zoning Commission
- Sister Cities Commission
- Bicycle Advisory Commission

- Water Works Board of Trustees
- Human Services Advisory Board
- Human Rights Commission
- Public Arts Advisory Commission
- Valley Junction Events Committee
- Other _____

Name: Murphy, Joseph, D
Last First Middle

Address: 6541 Woodland Drive West Des Moines, IA 50266
Street City State Zip

Occupation: State Relations Officer

Employer's Name & Address
Iowa State University
1750 Beardshear Hall Ames, IA 50011

Work Phone: 515-201-1081 When can you be reached at this number?: Any time

Home Phone: 515-201-1081 When can you be reached at this number?: Any time

E-mail address: joseph.d.murphy@gmail.com

Length of residence in West Des Moines: 6.5 years

Please list any previous Board membership positions (City, Church, School, Professional, etc.) and dates of service:
Young Professionals Connection (at large Board member) Jan 07 - Dec 08

Please indicate below the reasons why you would like to be appointed to a Board or Commission and any specific skills or experience that you believe support your application.

I value public service and believe that I will be a value-added participant in any of the boards or commissions.

I have expertise in strategic planning, public affairs, budgeting, and strategic problem solving.

I believe it is important for citizens from a wide variety of backgrounds to be involved in the decision-making process.

Finally, I take great pride in living in West Des Moines and I want to ensure the quality of life for all residents.

Please list two references other than a family member:

Name: <u>Russ Trimble</u>	Relationship: <u>Colleague</u>	Phone: <u>515-327-1212</u>
Name: <u>Peter Cownie</u>	Relationship: <u>Colleague</u>	Phone: <u>515-865-7939</u>

Do you sell to, or are you in any manner a part to, any contract to furnish supplies, material, or labor to the City of West Des Moines? No If so, please list: _____

Have you ever been employed by the City? No If so, please list dates of employment and positions held. _____

Do you have relatives working for the City? No If so, please give name and relationship. _____

Are you being sponsored by a community organization(s)? No If so, please list the following and attach a confirmation letter from said organization: _____

Organization: _____ Contact: _____

Phone Number: _____ Email: _____

Applicant Signature:  Date: 04-23-2013

Please mail completed application to the office of the City Clerk at the following address:

City of West Des Moines
P.O. Box 65320
West Des Moines, Iowa 50265-0320
ATTN: Ryan Jacobson

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

ITEM:

DATE: March 9, 2015

Motion – Approving Change Order #1
139 6th Street – Building Renovation – Dispatch Radio
Electronic Engineering

FINANCIAL IMPACT:

Contract Summary:

Description	Amount	Date Approved	Remarks
Contract	\$ 1,680.00	September 30, 2014	Approved by Staff
Change Order 1	\$190.00	Pending	
Total	\$1,870.00		

Costs for these changes can be paid from budgeted account: 139 6th Street - Building Renovation no. 7003.75.830.6.7910.

BACKGROUND:

Approval of this change order will increase the contract cost for this project by \$190.00 to accommodate additional labor need to relocating wiring due to incorrect use of electrical conduit for the dispatch equipment. Typically the City Council does not approve change orders for amounts under \$10,000.00, however per the City’s purchasing policy, since the change is over 5% of the original contract amount, it requires Council approval.

OUTSTANDING ISSUES: None

RECOMMENDATION:

City Council Adopt:
- Motion Approving Change Order #1 for the 139 6th Street – Building Renovation – Dispatch Radio

Lead Staff Member: Linda Schemmel, AIA ↙

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	N/A
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Works		
Date Reviewed	March 2, 2015		
Recommendation	Yes	No	Split



CITY OF WEST DES MOINES

Development Services
 4200 Mills Civic Pkwy., PO Box 85320
 West Des Moines, IA 50265-0320
 (515) 222-3620 Fax (515) 273-0602

CHANGE ORDER 1

Distribution:
 Owner X
 Architect
 Contractor X
 Other

Contractor: **Electronic Engineering**
 1100 Keo Way
 Des Moines, Iowa 50309

Project Title	139 6th Street - Building Renovation (Dispatch Radio)	
WDM Project File Number	0510-049-2013	
Purchase Order Number	7003-D8-10	
Orig. Contract Amount & Date	\$1,880.00	September 30, 2014
Change Order Number	1	
Date	February 13, 2015	

THE CONTRACT IS CHANGED AS INDICATED BELOW:

Item	Description	Unit	Unit Price	Quantity Adjustment	Value Adjustment
1	Additional installation labor - incorrect direction by Owner's representative on conduit use	Hours	\$95.00	2.00	\$190.00
TOTAL					\$190.00
CHANGE ORDER SUMMARY					
The Original Contract Sum (base bid & alternate 1) was					\$1,680.00
Net Change by previously authorized Change Orders					\$0.00
The Contract Sum prior to This Change Order was					\$1,680.00
The Contract Sum will be increased by this Change Order in the amount of					\$190.00
The new Contract Sum including this Change Order will be					\$1,870.00
Aggregate Change Order as a percent of Original Contract (if the aggregate is \$10,000, or greater than 5% of the original contract, whichever is greater, all signatures through the full Council are required)					11.31%
The Contract Time will be unchanged					0 days
The date of Final Completion as of the date of this Change Order therefore is					October 25, 2014

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

Contractor:	Recommended By:	Checked By:
Electronic Engineering	City of West Des Moines	City of West Des Moines
Signature: <i>Randy L. Gathers</i>	Signature: <i>Rob Denert</i>	Signature: <i>Linda Schemmel</i>
Name: Randy L. Gathers	Name: Rob Denert	Name: Linda Schemmel
Title: Service Coordinator	Title: EMS Assistant Chief	Title: Planner
Date: 2/18/2015	Date: 02/18/2015	Date:

Owner: City of West Des Moines

<input checked="" type="checkbox"/> ≤	\$2,500 Department Director	x _____	Date _____
<input checked="" type="checkbox"/>	\$2,501 to 5,000 City Manager	x _____	Date _____
<input type="checkbox"/>	\$5,001 to 10,000 PW Council Committee scheduled for agenda on	_____	scheduled for agenda on _____ Date _____
<input type="checkbox"/> >	\$10,000 City Council approved or ratified at Council meeting on	_____	Date _____



139 6th Street Location Map

0 15 30 60 90 120
Feet



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

4(h)

ITEM:

DATE: March 9, 2015

Motion – Approving Amendment No. 1
Professional Services Agreement
Pine Avenue Improvements
HR Green, Inc.

FINANCIAL IMPACT:

The original Professional Services Agreement was awarded to HR Green, Inc. in the amount of \$390,000.00. Amendment No. 1 increases the amount of the contract by \$125,000.00 for a total cost of \$515,000.00. All costs for these services can be paid from budgeted account no. 4260.77.820.6.7920 with general fund money with the ultimate funding intended to come from TIF.

BACKGROUND:

HR Green is working under an agreement dated May 19, 2014 for Professional Consulting Services for the Pine Avenue Improvements Project. HR Green has been assisting staff in the coordination of the other design professionals for the Alluvion project. They also prepared a preliminary design for the possible extension of a through street that could have connected to Pine Avenue on the west and Highway 28 on the east. This road would have been located between the Alluvion site and relocated Highway 5. This segment of the through street was not pursued due to the City's inability to acquire the necessary ROW. A new roadway design has been prepared for White Crane Road which will serve as access to the Alluvion site, as well as the substation. Due to the extra work that took place, HR Green is approaching the ceiling of the existing professional services agreement. Approval of Amendment No. 1 includes costs for the design plan preparation and construction period services necessary to complete the project.

RECOMMENDATION:

City Council Adopt:

- Motion Approving Amendment No. 1 to the 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	

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Works		
Date Reviewed	March 2, 2015		
Recommendation	Yes	No	Split

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
Pine Avenue Improvements, End of Paving to S 8th Street
WDM Project Number: 0510-047-2014
AMENDMENT No.1

THIS AMENDMENT made and entered into this _____ day of _____, 2015, by and between, the **CITY OF WEST DES MOINES, IOWA**, a municipal corporation, hereinafter referred to as the "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" hereby amends the original Agreement dated May 19, 2014 to include:

Scope of Services;

The Basic Services of the Consultant included in the original agreement are amended to include; design, plan preparation and construction period services for White Crane Road from S. 8th Street east to Dead End (approximately 2300 LF). WDM Project Number: 0510-080-2015

Project Schedule;

The time of completion of the professional services for White Crane Road, under this amendment shall be as follows:

I.	Basic Services of the Consultant	
	A. Preliminary Plans	March 2015
	B. Final Plans	March / April 2015
	C. Project Letting	Spring 2015
	D. Construction Administration	Summer /Fall 2015
II.	Resident Engineering	Summer /Fall 2015

In consideration for these services, the City agrees to adjust the compensation for services performed by the Consultant. These fees are based on the standard hourly rates of the Engineer's personnel actually engaged in the performance of the services, plus direct out-of-pocket costs for expenses incurred by personnel who are actually engaged in the work and other direct costs. The total Cost Plus Not-to-Exceed fees for the professional engineering services as described in this amendment are as follows:

Basic Services of the Engineer	Increased Total by:	\$ 125,000.00
Resident Engineering	No Change	

THIS AMENDMENT is subject to all provisions of the original Agreement.

THIS AMENDMENT, together with the original Agreement represents the entire and integrated AGREEMENT between the City and Engineer.

THIS AMENDMENT executed the day and year written above.

HR GREEN, INC.

CITY OF WEST DES MOINES, IOWA

By: _____

By: _____

David J. Moermond, Vice President

Ryan T. Jacobson, City Clerk



WILLOW CREEK GOLF COURSE

PINE AVENUE

PINE AVENUE

GREAT WESTERN TRAIL

PROJECT ALLUVION

S 8TH STREET

PROPOSED WHITE CRANE ROAD

PROPERTY BOUNDARY WITH SHANNON'S



PROPOSED WHITE CRANE ROAD
WEST DES MOINES, IOWA
8510-898-2014



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

4(i)

ITEM:

DATE: March 9, 2015

Motion – Approving Amendment #1 Professional Services Agreement
Community Center Interior Renovations
OPN Architects, Inc.

FINANCIAL IMPACT:

The original professional services agreement associated with the design of this project was approved by City Council on December 1, 2014. The not to exceed cost of the original agreement was \$59,680.00 for basic services. Amendment #1 will increase the basic services by \$67,365.00 for a not to exceed total of \$127,045.00 and the resident services will be added for a not to exceed cost of \$40,875.00. The not to exceed total for the amended contract is \$167,920.00.

Part of the funding for this contract is included in the current fiscal year budget and the remainder is included in the recently approved FY 15-16 budget. To coordinate with scheduling for the building, Staff is recommending bidding the project in July, starting construction soon after that. To accommodate that schedule, a portion of the resident services originally anticipated to be funded from the FY 15-16 budget will be required before the fiscal year starts. A funding request to accommodate those services is anticipated to be included in a future budget amendment. Costs for these services can be paid from budgeted account number 6554.75.840.6.7920 (Community Center - Renovation).

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.

BACKGROUND:

Until March of this year, the lower floor of the Community Center building provided program and meal service space for the Polk County Senior Center. With the transition of those activities to the new Polk County Community Center, Parks and Recreation staff proceeded with an analysis of program needs within the community that could occur in the building. In conjunction with this process, several discussions occurred within the Public Works subcommittee on the possibility of the restroom facilities serving as public restrooms outside of normal building hours for special events in the Valley Junction district. Recommendations for the interior renovations of the building were reviewed with the City Council at a workshop on January 12, 2015. Approval of this action authorizes OPN Architects, Inc. to continue with the renovation design based on the workshop presentation and provide construction documentation and construction phase services.

OUTSTANDING ISSUES: None

RECOMMENDATION:

City Council Adopt:
- Motion Approving Amendment #1 to the Professional Services Agreement.

Lead Staff Member: Linda Schemmel, AIA, Planner 

STAFF REVIEWS

Department Director	Duane Wittstock, City Engineer
Finance	Tim Stiles, Finance Director 
Legal	Richard Scieszinski, City Attorney 
Agenda Acceptance	

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Works		
Date Reviewed	March 2, 2015		
Recommendation	Yes	No	Split

February 26, 2015



Ms. Linda Schemmel, AIA, Planner, City of West Des Moines Development Services – 4200 Mills Civic Parkway, Suite 2D, West Des Moines, Iowa 50265

Daniel J. Thies, AIA

Steven K. Kierim, AIA

Bradd A. Brown, AIA

Terry L. Gebard, AIA

David J. Sorg, AIA

Roger B. Worm, AIA

Richard S. Seely, AIA

Wesley T. Reynolds, AIA

RE: AMENDMENT to Agreement for Professional Consulting Services Professional Services for Community Center Interior Renovation (217 5th Street)

LINDA: OPN Architects, Inc., hereinafter referred to as the Consultant, subject to the approval and acceptance of this proposal by the City of West Des Moines, hereinafter referred to as the Owner, agrees to provide professional services to the Owner as set forth below.

A. Project Name: Professional Services for Community Center Interior Renovation (217 5th Street)

B. Project Description and Construction Budget:

1. Refer to the original contract scope of services (see attached) for the original and unabridged anticipated scope of work items.
2. Added scope of work items for the community center shall include design and documentation for additional phases of work originally described in the OPN Proposal dated 11.21.2014. Current contract addresses Schematic Design and Design Development phases. This amendment authorized the remaining phases of service – Construction Documents, Bidding, and Construction Administration [resident services].
3. Construction Budget: The estimated construction budget for the original scope was \$950,000 to \$1,150,000. The current SD estimate is now \$990,018 to \$1,005,582 with scope of work unchanged.

C. Basic Services to be provided by the Consultant:

1. Refer to the services listed in the original contract scope of services. Services provided will remain as outlined.

D. Fee:

1. For Basic Services as described in Paragraph C to support the added scope of work items described in Paragraph B, compensation shall be a lump sum Not-To-Exceed fee as follows:

Total original lump sum fee (see attached)	\$ 59,680
<u>Amended Architectural and Engineering Fees</u>	<u>\$ 108,240</u>
TOTAL AMENDED PROFESSIONAL FEE	\$ 167,920

Cedar Rapids
200 Fifth Ave SE, Ste. 201
Cedar Rapids, IA 52401
Phone (319) 363 6018

Des Moines
100 Court Ave, S.e. 100
Des Moines, IA 50309
Phone (515) 309 0722

Madison
301 N. Broom, S.e. 100
Madison, WI 53703
Phone (608) 819 0260

www.opnarchitects.com



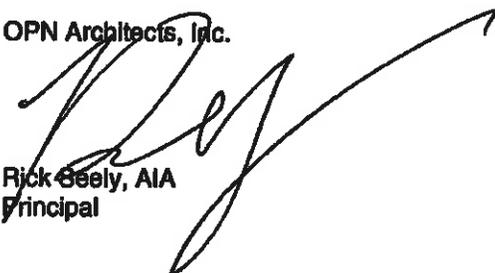
E. The Consultant agrees to perform the services described in Paragraph C by the end of December, 2015.

F. Other Conditions or Services: None

Please acknowledge agreement by signing three copies and returning one copy to our office.
We look forward to working with you on this project.

Respectfully submitted,

OPN Architects, Inc.


Rick Seely, AIA
Principal

City of West Des Moines

Ryan Jacobson
City Clerk

Date

Cc: Linda Schemmel, City of West Des Moines
Gary

File – contracts owner job #

November 21, 2014



Greg Hansen
City of West Des Moines Parks and Recreation
4200 Mills Civic Parkway, PO Box 65320
West Des Moines, IA 50265

RE: West Des Moines Community Center Renovation – Phase II
Building Interior & Restroom Upgrades.

Greg:

I appreciate the invitation to offer the city our proposal for improvements to the Community Center. Our discussion and reacquainting me with the facility was helpful and provided a better understanding of the recently completed work and your next objectives for the project.

We offer the following as our understanding of the Scope of Work and include a Summary of Fees for our professional services for your review:

Community Center – 217 5th Street

PreDesign Services

- Visit the project site to review and document existing conditions.
- Review Program and Design Intent provided by Owner with occupants to confirm expectations and Scope of Work.

Design Services

- Retain a licensed mechanical engineer and coordinate project documentation for HVAC replacement and electrical system revisions necessary for project.
- Prepare preliminary design solutions and meet with the Owner to review the preliminary design solutions and discuss options.
- Prepare construction drawings and specifications for a single bid once preliminary design solutions are approved.
- Meet with the Owner to review final construction documents.
- Prepare an Opinion of Probable Cost for construction.

Bidding Phase Services (bid can be bundled with Human Services project)

- Attending a pre-bid meeting.
- Attending the bid opening.
- Responses to bidder's questions.
- Prepare addenda.
- Review requests for product substitutions.
- Assist in the review of bids and construction contract.

Construction Administration Services

- Attending a pre-construction meeting.
- Shop drawing review.
- Responses to Contractor RFIs.
- Review change order requests.
- Payment application review and certification.
- Attend monthly project construction progress meetings and prepare minutes and a site observation report for each visit.

Daniel J. Thies, AIA

Steven K. Krierim, AIA

Bradd A. Brown, AIA

Terry L. Gebard, AIA

David J. Sorg, AIA

Roger B. Worm, AIA

Richard S. Seely, AIA

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200 Fifth Ave SE, Ste. 201
Cedar Rapids, IA 53401
Phone (319) 363 6018
Fax (319) 363 7349

Des Moines
100 Court Ave, Ste. 100
Des Moines, IA 50309
Phone (515) 309 0722
Fax (515) 309 0725

www.opnarchitects.com

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- Attend a final project review meeting and facilitate the preparation of a punch list.
- Final Drawings
- Provide electronically updated Record Drawings. Final Documents to be prepared in AutoCad.

Anticipated Scope of Work shall include:

- Remodel of west end of the building on 1st and 2nd floor.
- 1st floor is to incorporate new expanded restrooms for public access, a new retail [white box] space with new exterior entry, relocation of office/reception area, and adjacent support/storage areas.
- 2nd floor is to be remodeled to allow creation of one large multi-purpose room on the west end, remodeled restrooms adjacent support/storage areas.
- Study improvements to allow better after hours security and access to portions of the building.
- Consideration for fire suppression in the building will be studied as an added option to the project scope.

Assumptions:

- The preliminary budget assumes that the building construction cost will range from \$950,000 to \$1,150,000. This is based on a scope of work provided by City representatives and noted in this proposal. Our fees for services represent the time necessary to address a project of this size and scope.
- To evaluate the existing building conditions limited destructive demolition may be necessary. All areas necessary to the evaluation are assumed to be visible or accessible.
- If access to roof and exterior areas above grade is deemed necessary for observations, access is assumed to be by lift and will be provided by others.
- No material testing is anticipated. If suspicious materials are found during observations hazardous material sampling services will be provided by the City's independent consultant. Abatement services are to be provided by the City if required.
- We anticipate 6 visits to the site for field verification, one trip to present findings and concepts for consideration, and 4 trips for construction observation. Trips noted will be combined visits to both projects.
- If necessary a licensed structural engineer for evaluation of existing building structural condition may be obtained thru OPN Architects. This fee includes an allowance for evaluation services and modest structural improvements only should they be needed.
- Estimates of probable cost will be prepared at 50% completion of Design Development documents and at 90% Construction Documents.
- Design of pathways for data and telecommunications are included in fee. The systems equipment design, selection and installation is assumed to be by others.
- Record drawings are to be prepared for the work included in this phase of the work.

Proposal Summary:

Schedule: The OPN team is prepared to begin the design immediately. The following suggested dates and phases comprise our preliminary schedule:

Daniel J. Thies, AIA

Steven K. Knerim, AIA

Bradd A. Brown, AIA

Terry L. Gebard, AIA

David J. Sorg, AIA

Roger B. Worm, AIA

Richard S. Seely, AIA

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December 15 Preliminary Plans and SD pricing set
 January 15 SD/DD preliminary Construction Cost Estimate Complete
 February 2 DD Complete
 February 27 90% CD Construction Cost Estimate Complete
 March 9 Documents Complete
 March 20 Owner Review of Documents Complete
 TBD Release for Bids
 TBD Award of Bid
 July 1 Construction Start
 Sept 15 Construction Complete

Daniel J. Thies, AIA

Steven K. Knierim, AIA

Bradd A. Brown, AIA

Terry L. Gebard, AIA

David J. Sorg, AIA

Roger B. Worm, AIA

Richard S. Seely, AIA

Compensation: Professional fees to complete design and construction services as outlined for each scope of services of this proposal will be a lump sum Not-To-Exceed as follows:

Primary Project Scope

A. Basic Services:

Architectural Services – OPN Architects

Design, Const Document & Bid Phases \$ 88,400

Mechanical / Electrical Engineering Services – Alvine & Associates

Design, Const Document & Bid Phases \$ 15,800

Add for Fire Sprinkler System Design \$ 1,900

Structural Engineering Services – TBD [allowance] \$ 7,500

Cost Estimation Services at SD and CD

Stecker Harmsen \$ 5,270

Alvine & Associates \$ 500

Add for Fire Sprinkler \$ 200

Record documents – OPN Architects \$ 2,000

Alvine & Associates \$ 400

Add for Fire Sprinkler \$ 200

B. Resident Services:

Architectural Services – OPN Architects

Construction Administration Phase \$ 33,050

Mechanical / Electrical Engineering Services – Alvine & Assoc

Construction Administration Phase \$ 5,700

Add for Fire Sprinkler System Design \$ 500

Professional Fee \$161,420

Estimated Reimbursable Expenses \$ 6,500

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 200 Fifth Ave SE, Ste. 201
 Cedar Rapids, IA 53401
 Phone (319) 363 6018
 Fax (319) 363 7349

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 100 Court Ave, Ste. 100
 Des Moines, IA 50309
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 Fax (515) 309 0725

www.opnarchitects.com

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Fees and scope of services may be adjusted to the specific needs of your project.

Total Fee + Expenses	\$167,920
-----------------------------	------------------

Reimbursable expenses include authorized travel, courier services, express mail, plan review fees, reproduction of project documents, photography, out-of-house digital processing, and mileage.

OPN will invoice monthly based on a percentage of work completed-to-date. Payment is due the Architect within (30) days from the date the invoice.

Contract will be City of West Des Moines - AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES [v.03.03.2010]

Daniel J. Thies, AIA

Steven K. Krierim, AIA

Bradd A. Brown, AIA

Terry L. Gebard, AIA

David J. Sorg, AIA

Roger B. Worm, AIA

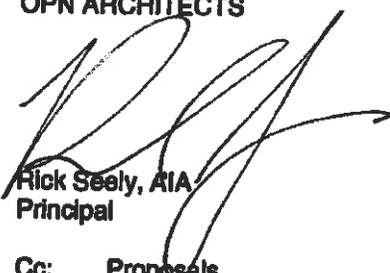
Richard S. Seely, AIA

Again, we thank you and the City of West Des Moines for offering us the opportunity to present our proposal. The additional areas to be renovated for the project will undoubtedly better serve your staff and the community.

If you find you have any questions or desire additional information, please do not hesitate to call. Should you find our proposal acceptable, I would welcome the opportunity to schedule a start date and formalize our agreement.

We thank you for considering OPN Architects and I look forward to your response.

OPN ARCHITECTS



Rick Seely, AIA
Principal

Cc: Proposals

Cedar Rapids
200 Fifth Ave SE, Ste. 201
Cedar Rapids, IA 53401
Phone (319) 363 6018
Fax (319) 363 7349

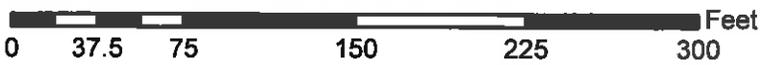
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Location Map
Community Center - 217 5th Street



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

DATE: March 9, 2015

ITEM: Resolution – Approval of Recommended Name – Hidden Point Park

FINANCIAL IMPACT: None.

BACKGROUND: There is one proposed park in the City that has not been officially named. Since the park has not yet been through the site plan approval process, no address has been assigned to it. However, its' location is shown on the attached map. The Parks and Recreation Advisory Board recommends the following name for this new park:

Hidden Point Park

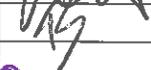
A notice of public hearing was published in the Des Moines Register on Friday, February 13, 2015. A public hearing on the park names was held at the February 19, 2015 meeting of the Parks and Recreation Advisory Board with no comments received from the public.

OUTSTANDING ISSUES: None

RECOMMENDATION: The Parks and Recreation Advisory Board recommends that the City Council approve the Resolution to name Hidden Point Park.

Lead Staff Member: Sally Ortgies 

STAFF REVIEWS

Department Director	
Appropriations/Finance	
Legal	
Agenda Acceptance	

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

**RESOLUTION APPROVING
RECOMMENDED PARK NAME**

WHEREAS, the City of West Des Moines has acquired or is in the process of acquiring one new park as shown on the attached map; and

WHEREAS, the Parks and Recreation Advisory Board held a Public Hearing on the naming of the park on February 19, 2015 with no comments received from the public; and

WHEREAS, the Parks and Recreation Advisory Board moved to recommend to name the park Hidden Point Park; and

WHEREAS, the City Council is now wishing to name this park;

NOW, THEREFORE BE IT RESOLVED that effective immediately the following park name is adopted:

Hidden Point Park

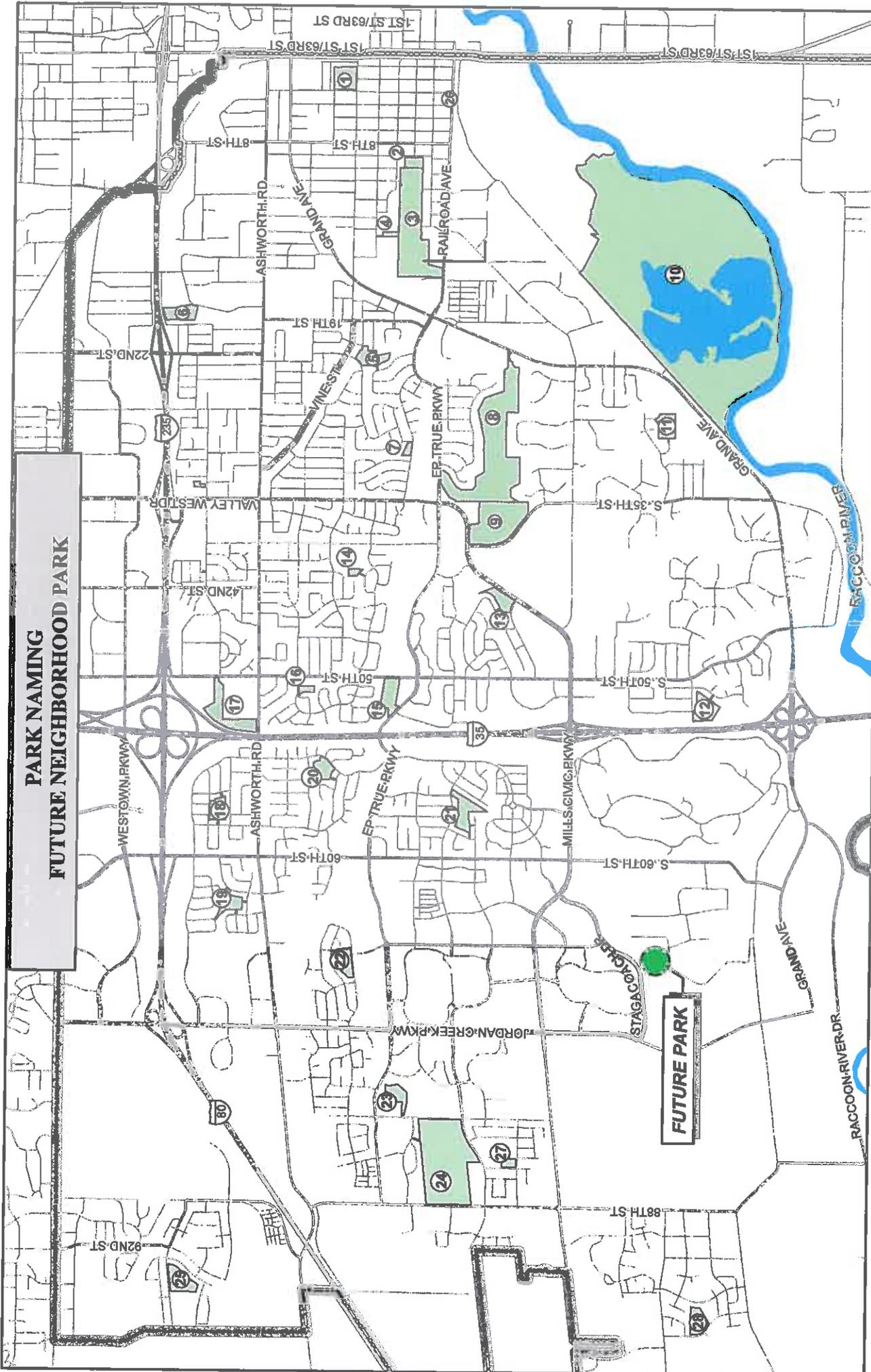
PASSED AND APPROVED this 9th day of March, 2015.

Steven K. Gaer, Mayor

ATTEST:

Ryan Jacobson, City Clerk

**PARK NAMING
FUTURE NEIGHBORHOOD PARK**



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 |



CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

DATE: March 9, 2015

ITEM:

Resolution - Ordering Construction
2015 PCC Patching Program Phase 1

FINANCIAL IMPACT:

The engineering estimate of construction cost for the 2015 PCC Patching Program Phase I is \$1,167,720.00. Payments will be made from budgeted account number 4285.75.820.6.7910.

BACKGROUND:

A Bid Letting should be scheduled for 2:00 p.m. on Wednesday, March 18, 2015, and a Public Hearing on the project should be scheduled for 5:35 p.m. on Monday, March 23, 2015. The contract would be awarded on Monday, March 23, 2015, and work will begin shortly thereafter.

Portland Cement Concrete (PCC) Patching at various locations including approximately 4,317 SY of reinforced 9" PCC full depth patching, 1,267 SY of reinforced 9" PCC full depth patching (IA DOT 5 Hr. PCC Mix), 1,557 SY of reinforced 10" PCC full depth patching (IA DOT 5 Hr. PCC Mix), 2,440 SF of PCC partial depth patching, PCC curb and gutter replacement, PCC median replacement, intake reconstruction, manhole adjustments, drives, sidewalks, traffic control, traffic loop, and other miscellaneous work. This project is scheduled to be completed by October 15, 2015.

RECOMMENDATION:

City Council Adopt:

- Resolution Ordering Construction of the 2015 PCC Patching Program Phase 1.
- Fixing 2:00 p.m. on Wednesday, March 18, 2015, as time and date for project Bid Letting.
- Ordering the City Clerk to publish notice of Letting and Public Hearing.

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

STAFF REVIEWS

Department Director	Bret Hodne, Public Works Director <i>BH</i>
Appropriations/Finance	Tim Stiles, Finance Director <i>TS</i>
Legal	
Agenda Acceptance	<i>JLN</i>

PUBLICATION(S) (if applicable)

Published In	Des Moines Register
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Works		
Date Reviewed	March 2, 2015		
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:

**2015 PCC Patching Program Phase 1
Project No. 0510-008-2015**

is hereby ordered constructed according to the Plans and Specifications prepared by the City of West Des Moines and now on file in the office of 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 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, March 23, 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 prospective actions by the City Clerk in publishing a Notice to Bidders for said project (publication to be not less than four (4) days nor more than forty-five (45) days prior to the date for receiving bids) are hereby approved. Said bids are to be filed prior to 2:00 p.m. on Wednesday, March 18, 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 or Deputy City Clerk at 2:00 p.m. on Wednesday, March 18, 2015, and the results of said bids shall be considered at a meeting of this Council on Monday, March 23, 2015, at 5:35 p.m. and acted upon at said time, or such time as may then be fixed.

PASSED AND APPROVED this 9th day of March, 2015

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson
City Clerk



**ENGINEER'S ESTIMATE
2015 PCC PATCHING PROGRAM - PHASE 1
WEST DES MOINES, IOWA
PROJECT NO. 0510-008-2015**

<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Extended Price</u>
Removals				
110 Existing Intake Removal	EA	7	\$ 1,000.00	\$ 7,000.00
Fixture Adjustments				
210 Sanitary Manhole Adjustment, Minor (Reuse Casting)	EA	1	\$ 1,000.00	\$ 1,000.00
220 Sanitary Manhole Adjustment, Minor (New Casting)	EA	1	\$ 1,500.00	\$ 1,500.00
230 Storm Manhole Adjustment, Minor	EA	1	\$ 800.00	\$ 800.00
240 Utility Manhole Adjustment, Minor	EA	1	\$ 1,000.00	\$ 1,000.00
250 Adjust Valve Box to Grade, Minor	EA	2	\$ 300.00	\$ 600.00
Sewers and Drains				
310 Not Used				
Structures For Sanitary and Storm				
410 Intake, Type M-A (Single Grate)	EA	4	\$ 3,500.00	\$ 14,000.00
420 Intake, Type M-C (Single Grate W/ MH)	EA	1	\$ 4,000.00	\$ 4,000.00
430 Intake, Type M-D (Double Grate)	EA	1	\$ 4,500.00	\$ 4,500.00
440 Intake, Type M-E (Double Grate W/ MH)	EA	1	\$ 5,000.00	\$ 5,000.00
450 Intake, Type M-A & M-C Wall Top Only	EA	1	\$ 3,000.00	\$ 3,000.00
460 Intake, Type M-D & M-E Wall Top Only	EA	6	\$ 3,500.00	\$ 21,000.00
Excavation And Backfill				
510 Not Used				
Street Patching and Pavement Repair				
610 9" PCC Full Depth Patches	SY	4,317	\$ 95.00	\$ 410,115.00
620 9" PCC Full Depth Patches (IA DOT 5 Hr. PCC Mix)	SY	1,267	\$ 135.00	\$ 171,045.00
630 10" PCC Full Depth Patches (IA DOT 5 Hr. PCC Mix)	SY	1,557	\$ 145.00	\$ 225,765.00
640 9" PCC Median Replacement	SY	10	\$ 125.00	\$ 1,250.00
650 PCC Curb and Gutter Replacement	LF	100	\$ 50.00	\$ 5,000.00
660 PCC Partial Depth Patching (Type BA)	SF	2,440	\$ 40.00	\$ 97,600.00
670 PCC Partial Depth Patching (Type BE)	SF	490	\$ 60.00	\$ 29,400.00
Sidewalks and Driveways				
710 6" Sidewalk Replacement, Unspecified Locations	SY	25	\$ 60.00	\$ 1,500.00
720 4" Sidewalk Replacement, Unspecified Locations	SY	25	\$ 55.00	\$ 1,375.00
730 6" Driveway Replacement, Unspecified Locations	SY	250	\$ 65.00	\$ 16,250.00
740 Pre-manufactured Detectable Warning Panels (2' x 4')	EA	4	\$ 300.00	\$ 1,200.00
Traffic Control				
810 Traffic Control	LS	1	\$ 100,000.00	\$ 100,000.00
Painted Pavement Markings				
910 Broken White Line 4" (Equivalent)	LF	651	\$ 10.00	\$ 6,510.00
920 Broken Yellow Line 4" (Equivalent)	LF	38	\$ 10.00	\$ 380.00
930 Solid White Line 4" (Equivalent)	LF	609	\$ 10.00	\$ 6,090.00
940 Solid White Line 4" (Equivalent)	LF	150	\$ 10.00	\$ 1,500.00
950 Double Yellow Lines 4"-8"-4" (Equivalent)	LF	1,244	\$ 10.00	\$ 12,440.00
960 Left Turn Arrow	EA	1	\$ 300.00	\$ 300.00
970 Cross Walk (2' x 6' Blocks)	EA	1	\$ 300.00	\$ 300.00
980 Stop Bar	EA	1	\$ 300.00	\$ 300.00
1.10 Traffic Signal Items				
1010 Traffic Detection Loops	EA	16	\$ 1,000.00	\$ 16,000.00
Total Project Cost:				\$ 1,167,720.00



I HEREBY CERTIFY THAT THIS ENGINEER'S ESTIMATE OF CONSTRUCTION COSTS WERE PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA.

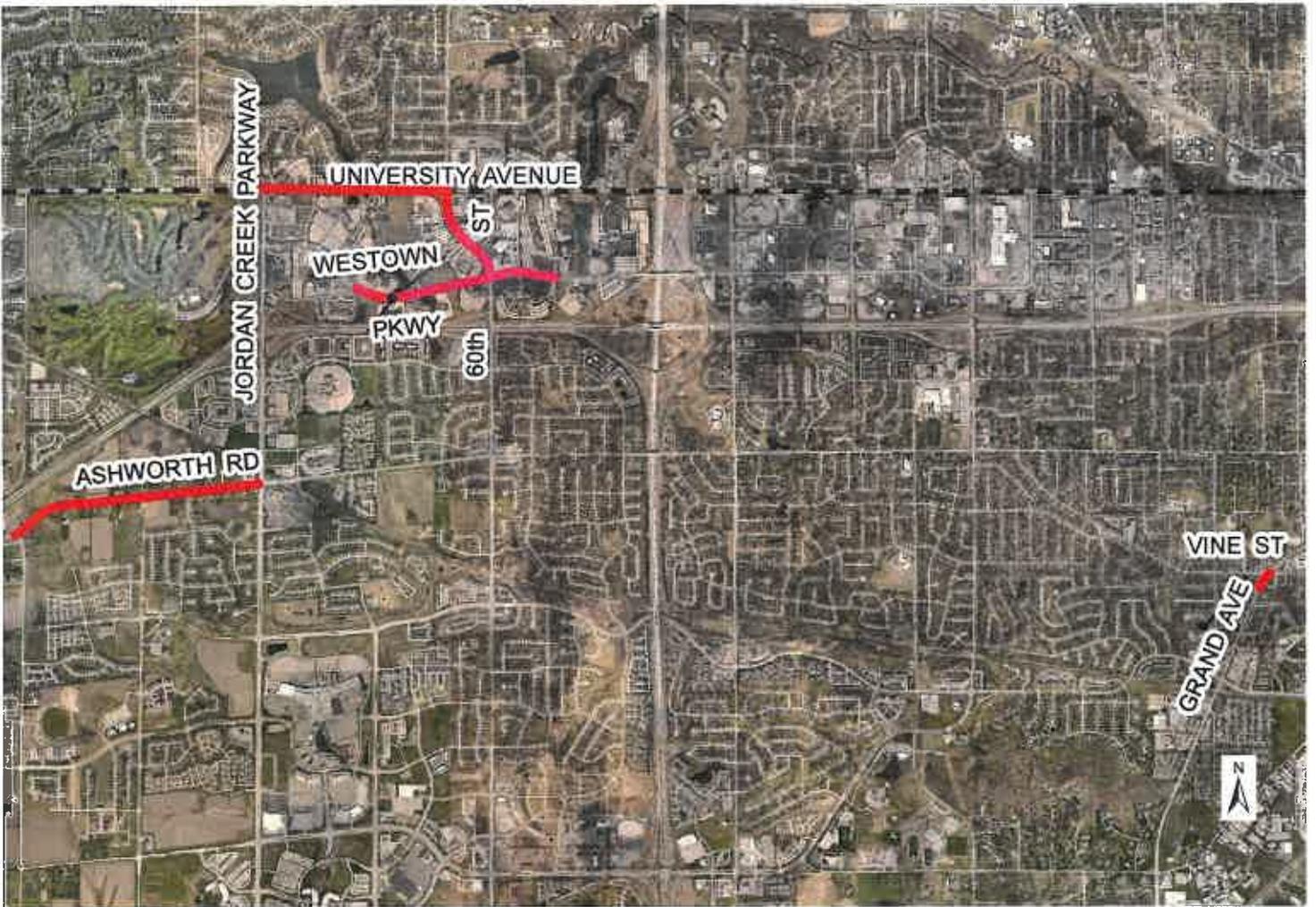
Jeffrey L. Nash

 Jeffrey L. Nash, P.E.

Registration Expires December 31, 2016

3-4-15

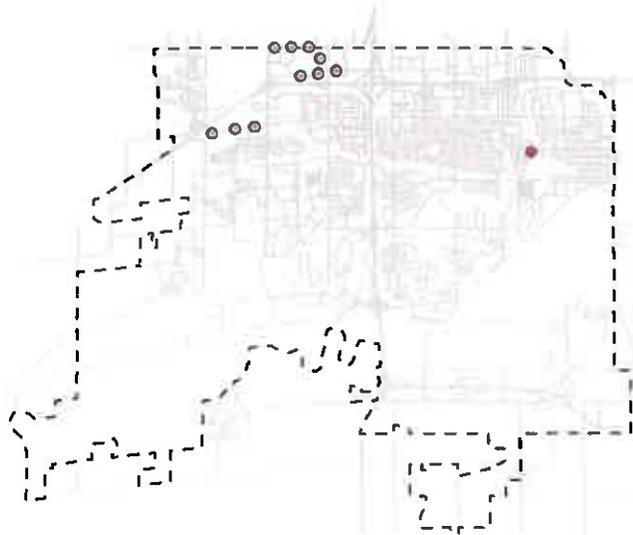
 Date



VICINITY MAP

LEGEND

PROJECT LOCATION



LEGEND

PROJECT LOCATION



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

PROJECT:	2015 PCC PATCHING PROGRAM PHASE I 0510-008-2015		
LOCATION:	UNIVERSITY AVENUE, WESTOWN PARKWAY, 60th STREET, ASHWORTH ROAD and GRAND AVENUE		
DRAWN BY:	JKP	DATE:	03/2015
		SHT.	1 OF 1

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

ITEM:DATE: March 9, 2015

Resolution - Ordering Construction
Frink Creek Sanitary Sewer

FINANCIAL IMPACT:

The Engineering Estimate of Construction Cost for the Frink Creek Sanitary Sewer project is \$1,552,578.00. Payments will be made from budgeted account no. 5071.80.820.6.7910 with the ultimate funding intended to come from sewer fee revenues.

BACKGROUND:

A Bid Letting should be scheduled for 2:00 p.m. on Wednesday, March 18, 2015, and a Public Hearing on the project should be scheduled for 5:35 p.m. on Monday, March 23, 2015. The contract would be awarded on Monday, March 23, 2015, and work will begin shortly thereafter.

The project is scheduled to be completed by December 15, 2015.

OUTSTANDING ISSUES:

None

RECOMMENDATION:

City Council Adopt:

- Resolution Ordering Construction of the Frink Creek Sanitary Sewer Project.
- Fixing 2:00 p.m. on Wednesday, March 18, 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>DW</i>
Appropriations/Finance	Tim Stiles, Finance Director <i>TS</i>
Legal	Richard Scieszinski, City Attorney <i>RS</i>
Agenda Acceptance	<i>AS</i>

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Works		
Date Reviewed	March 2, 2015		
Recommendation	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> 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:

**Frink Creek Sanitary Sewer
Project No. 0510-030-2010**

is hereby ordered to be constructed according to the Plans and Specifications prepared by the Engineering Services Department 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, March 23, 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, March 18, 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, March 18, 2015, and the results of said bids shall be considered at a meeting of this Council on Monday, March 23, 2015, at 5:35 p.m. and acted upon at said time, or such time as may then be fixed.

PASSED AND APPROVED 9th day of March, 2015.

Steven K. Gaer, Mayor

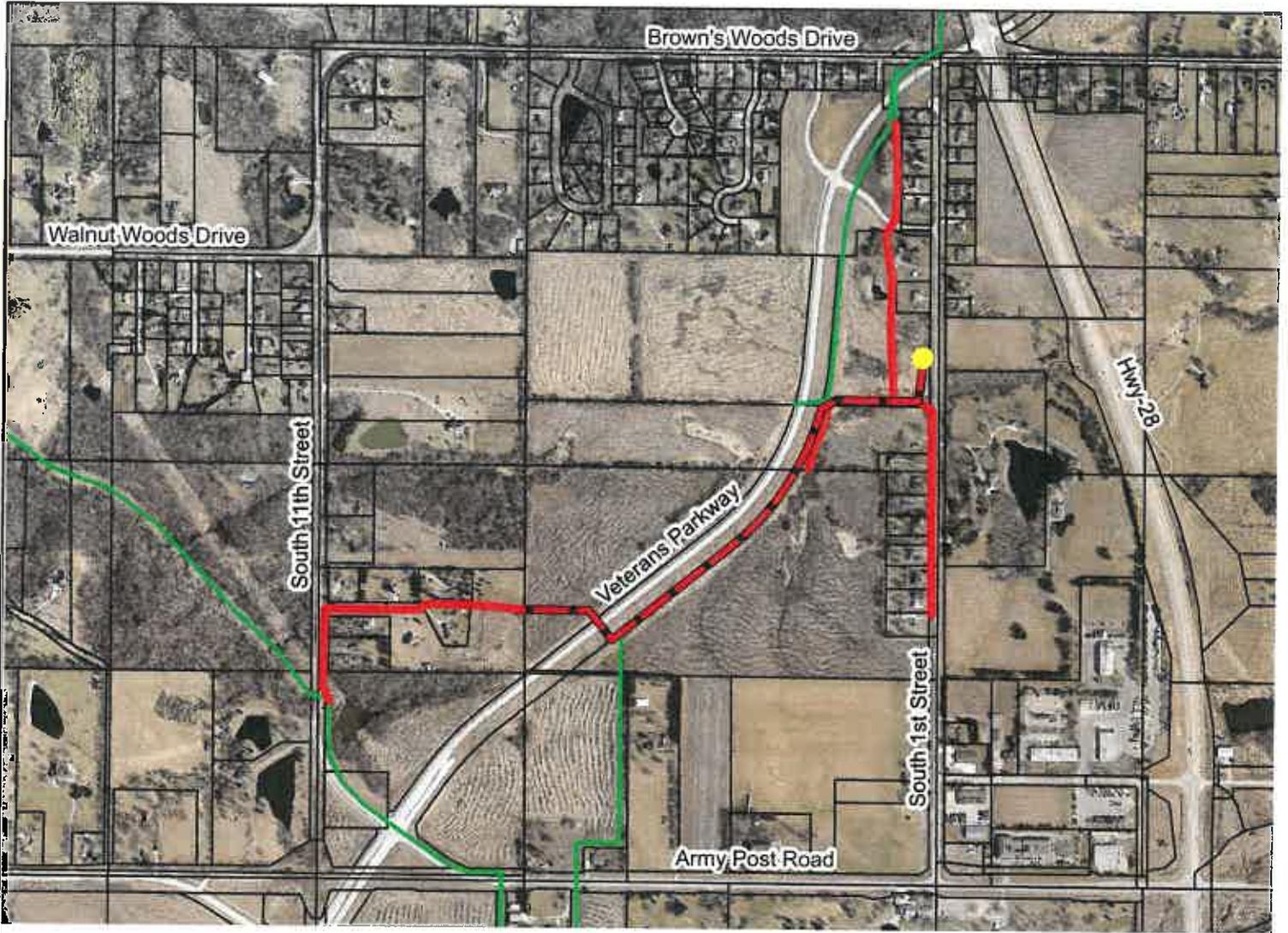
ATTEST:

Ryan T. Jacobson, City Clerk

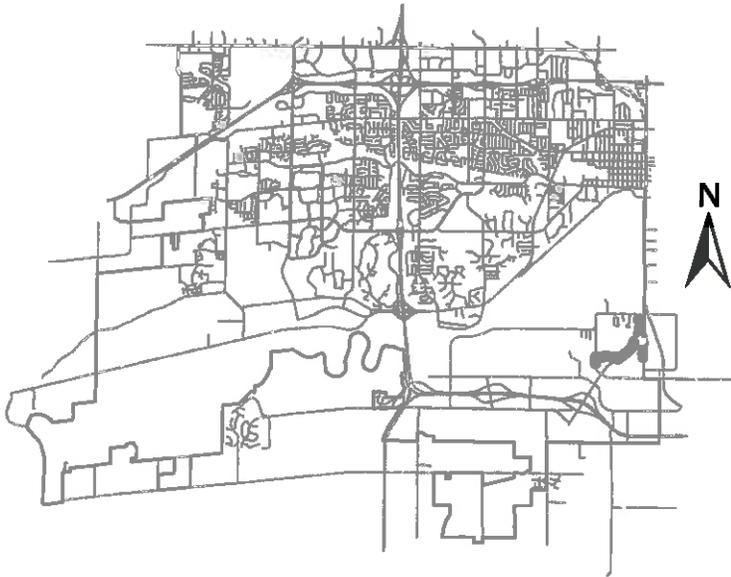
CITY OF WEST DES MOINES, IOWA
FRINK CREEK TRUNK SEWER
PRELIMINARY ESTIMATE OF COST

25-Feb-15

DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE
1 Sanitary Sewer in Place - 8"	LF	2682	\$75.00	\$201,150.00
2 Sanitary Sewer in Place - 8" C900	LF	286	\$75.00	\$21,450.00
3 Sanitary Sewer in Place - 8" DI	LF	10	\$110.00	\$1,100.00
4 Sanitary Sewer in Place - 12"	LF	3148	\$90.00	\$283,320.00
5 Sanitary Sewer in Place - 12" DI	LF	16	\$120.00	\$1,920.00
6 Sanitary Sewer Tunneled in Casing - 8"	LF	295	\$500.00	\$147,500.00
7 Force Main - 8"	LF	3540	\$35.00	\$123,900.00
8 Force Main Tunneled or Bored in Place	LF	100	\$250.00	\$25,000.00
9 Manholes - Type SW 301 - 48"	EA	25	\$5,500.00	\$137,500.00
10 Manholes - Type SW 303 - 72"	EA	1	\$10,000.00	\$10,000.00
11 Connect to Existing Manhole - Sta. 400+30	LS	1	\$3,000.00	\$3,000.00
12 Modify Existing Manhole - Sta. 217+83.76	LS	1	\$5,000.00	\$5,000.00
13 Drop Connection - 12"	EA	1	\$4,000.00	\$4,000.00
14 Concrete Encasement	LF	20	\$100.00	\$2,000.00
15 Video Inspection of Sanitary Sewer	LF	6376	\$3.00	\$19,128.00
16 15" CMP Culvert	LF	182	\$40.00	\$7,280.00
17 15" RCP Culvert	LF	62	\$40.00	\$2,480.00
18 18" RCP Culvert	LF	72	\$50.00	\$3,600.00
19 24" CMP Culvert	LF	15	\$60.00	\$900.00
20 24" RCP Culvert	LF	6	\$60.00	\$360.00
21 Rip-Rap	LF	110	\$45.00	\$4,950.00
22 Granular Surfacing	TON	450	\$15.00	\$6,750.00
23 6" HMA Driveway	SY	185	\$60.00	\$11,100.00
24 6" PCC Driveway	SY	30	\$60.00	\$1,800.00
25 Lift Station	LS	1	\$400,000.00	\$400,000.00
26 Stabilizing Material	TON	60	\$35.00	\$2,100.00
27 Erosion Control	LS	1	\$35,000.00	\$35,000.00
28 Seeding	ACRE	21.7	\$1,200.00	\$26,040.00
29 Sodding	SQ	650	\$45.00	\$29,250.00
30 Construction Staking	LS	1	\$20,000.00	\$20,000.00
31 Traffic Control	LS	1	\$15,000.00	\$15,000.00
Estimated Construction Cost				\$1,552,578.00



VICINITY MAP



LEGEND

-  PROJECT LOCATION
-  FRINK CREEK SANITARY SEWER
-  FRINK CREEK FORCE MAIN
-  EXISTING SEWER
-  FRINK CREEK LIFT STATION



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

PROJECT:	Frink Creek Sanitary Sewer Project No. 0510-030-2010	
LOCATION:	Veterans Parkway - South 1st Street to South 11th Street	
DRAWN BY:	JMS	DATE: 02/23/15
		SHT. 1 OF 1

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

4(1)

DATE: March 9, 2015

ITEM:

Resolution - Accepting Work
Fire Station 21 Parking Lot Replacement Program
MPS Engineers, P.C.

FINANCIAL IMPACT:

The total construction cost for the Fire Station 21 Parking Lot Replacement Program was \$342,336.50 which was paid from budgeted Account No. 4204.75.820.6.7910. The original cost of the project was \$346,660.50. There were (2) Change Orders on the project that totaled **(\$4,324.00)**.

BACKGROUND:

MPS Engineers, P.C. was working under an agreement dated March 10, 2014, for construction services for the Fire Station 21 Parking Lot Replacement Program.

This project included approximately 3,249 square yards of existing asphalt pavement removal, 876 square yards of 6" reinforced P.C.C. pavement with integral curb, 2,395 square yards of 8" reinforced P.C.C. pavement with integral curb, 80 square yards of 10" reinforced P.C.C. pavement with integral curb, 3,645 square yards of subgrade preparation, 102 square yards of 10' full depth PCC patches, 89 square yards of driveway pavement, 125 square yards of sidewalk pavement, 140 linear feet of non-perforated 8" subdrain, a trash enclosure, concrete entrance stoop replacement, sewer and drainage structures, fixture adjustments, miscellaneous grading, restoration, survey, traffic control, and other associated work.

RECOMMENDATION:

City Council Adopt:
- Resolution Accepting Work

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

STAFF REVIEWS

Department Director	Bret Hodne, Public Works Director <i>BH</i>
Appropriations/Finance	Tim Stiles, Finance Director <i>TS</i>
Legal	
Agenda Acceptance	<i>(initials)</i>

PUBLICATION(S) (if applicable)		SUBCOMMITTEE REVIEW (if applicable)		
Published In		Committee	Public Works	
Dates(s) Published		Date Reviewed	March 2, 2015	
		Recommendation	Yes	No
				Split

Resolution Accepting Work

WHEREAS, on March 10, 2014, the City Council entered into a contract with MPS Engineers, P.C. of Des Moines, Iowa, for the following described public improvement:

**Fire Station 21 Parking Lot Replacement Program
0510-002-2014**

And,

WHEREAS, said contractor has substantially completed the construction of said improvement in accordance with plans and specifications as shown by the report of the City Engineer filed with the City Clerk on March 9, 2015.

Therefore

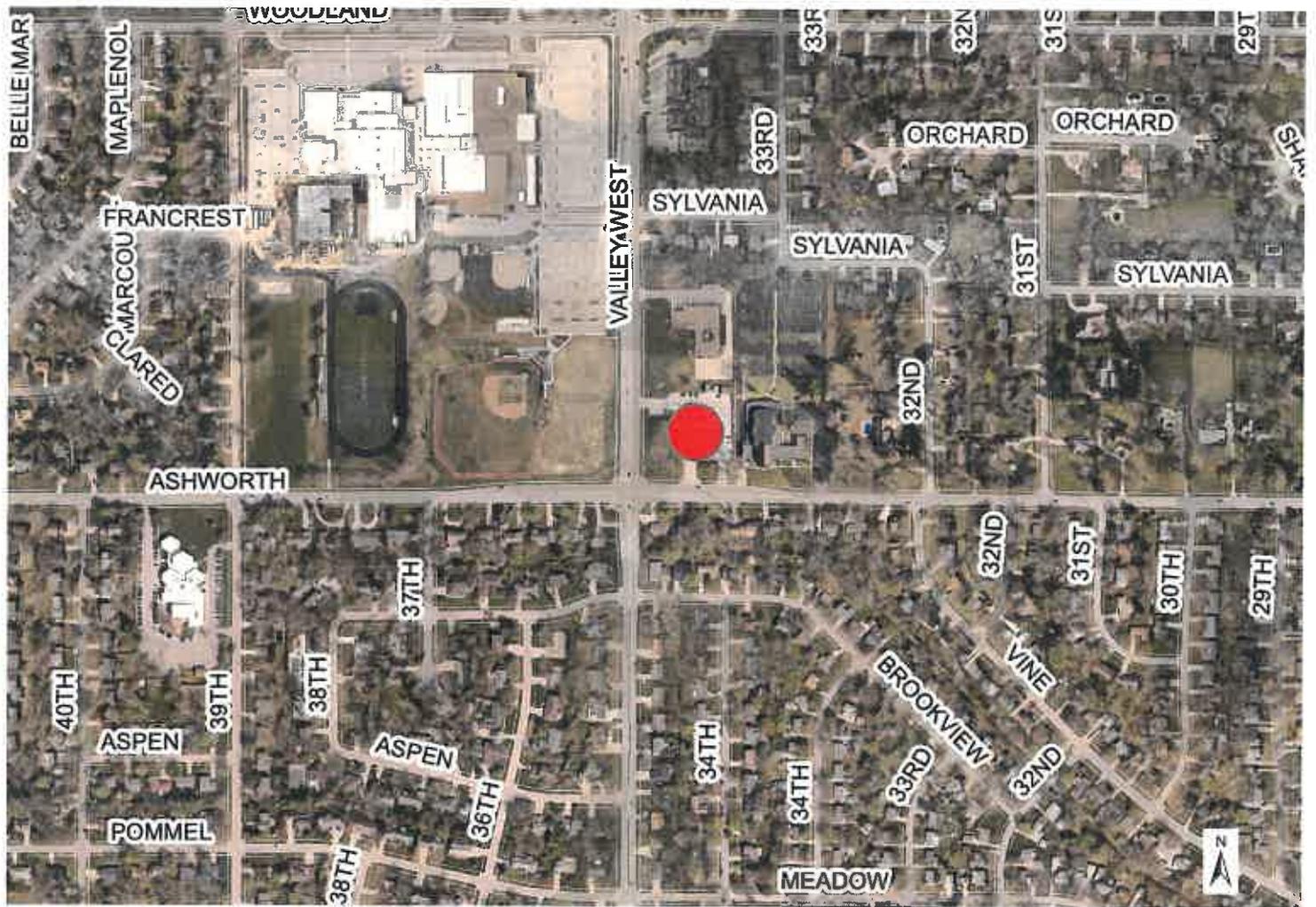
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA, that said report of the City Engineer is hereby approved and said public improvement is accepted as having been substantially completed in accordance with plans and specifications and the total final construction cost of said improvement is \$342,336.50 as shown in said report.

PASSED AND APPROVED this 9th day of March, 2015.

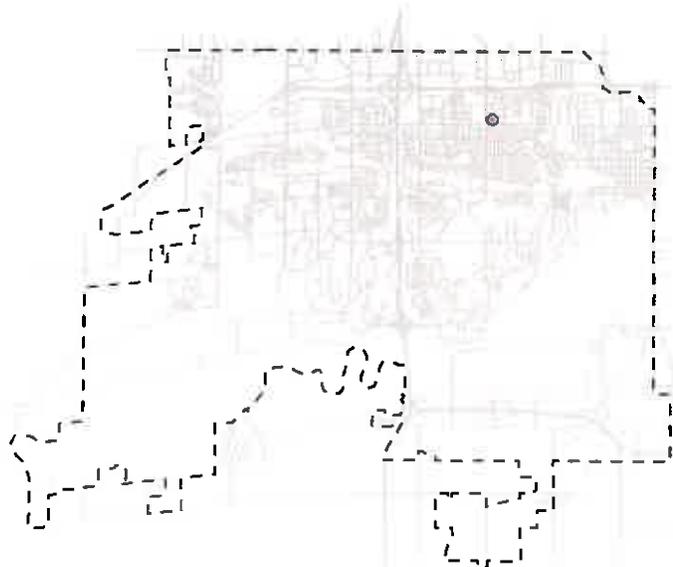
Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson
City Clerk



VICINITY MAP



LEGEND

PROJECT LOCATIONS 



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

PROJECT:	FIRE STATION 21 PARKING LOT REPLACEMENT PROGRAM 0510-002-2014		
LOCATION:	ASHWORTH ROAD AND VALLEY WEST DRIVE		
DRAWN BY:	REF	DATE:	02/20/2014
			SHT. 1 OF 1

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

DATE: March 9, 2015

ITEM: Clocktower Square, 2800 and 2900 University Avenue - Approval and Acceptance Irrevocable Offers of Dedication, Cross Access Easement and Sanitary Sewer Easements – Clocktower Baceline LLC – MaM-001874-2013

Resolution: Approval and Acceptance of Irrevocable Offers of Dedication, Cross Access Easement and Sanitary Sewer Easements

FINANCIAL IMPACT: Undetermined.

BACKGROUND: The City Council approved a Major Modification of a Site Plan for Clocktower Square for site improvements on February 23, 2015. As part of the approval of the major modification of a site plan, irrevocable offers of dedication of right-of-way, a cross access easement, and sanitary sewer easement were required to be executed.

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

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

OUTSTANDING ISSUES: There are no outstanding issues.

RECOMMENDATION: Adopt a resolution approving and accepting the irrevocable offers of dedication for right-of-way along University Avenue and 28th Street, a cross access easement between Lots 1 and 2 Clocktower Square, and a sanitary sewer easement document, required as part of the approval of a major modification to a site plan for Clocktower Square at 2800 and 2900 University Avenue.

Lead Staff Member: Kara V. Tragesser, AICP *KV*

STAFF REVIEWS

Department Director	<i>JA</i>
Appropriations/Finance	<i>JS</i>
Legal	<i>JBW</i>
Agenda Acceptance	<i>AD</i>

PUBLICATION(S) (if applicable)

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

SUBCOMMITTEE REVIEW (if applicable)

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

ATTACHMENTS:

- Exhibit I - Resolution
- Exhibit II - Easements and Agreements

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

RESOLUTION

A RESOLUTION APPROVING AND ACCEPTING IRREVOCABLE OFFERS OF DEDICATION, A CROSS ACCESS EASEMENT AND SANITARY SEWER EASEMENTS RELATED TO A MAJOR MODIFICATION TO A SITE PLAN PERMIT FOR CLOCKTOWER SQUARE AT 2800 AND 2900 UNIVERSITY

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

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

Sanitary Sewer Easements, Cross Access Easement and Irrevocable Offers of Dedication of right-of-way for property locally known as 2800 and 2900 University Avenue and legally described as:

Lot 1 and Lot 2 Clocktower Square, an official plat now in and forming a part of the City of West Des Moines, Polk County, Iowa

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 the document(s) described above conveying property and other interests to the City of West Des Moines, Iowa, are hereby approved and accepted and shall be filed with the county recorder as appropriate.

PASSED AND ADOPTED this 9th day of March 2015.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson
City Clerk

Prepared By: KTragesser, Development Services, PO Box 65320, West Des Moines, 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

IRREVOCABLE OFFER OF DEDICATION

THIS AGREEMENT, made this _____ day of _____, 2014, by Clocktower Square Baeline, LLC, hereinafter called "Owners," and the City of West Des Moines, Iowa, hereinafter called "City."

WHEREAS, the Owners have submitted a Major Modification to a site plan request for property at 2900 University Avenue, West Des Moines, for review and approval by the City and legally described herein below, and;

LEGAL DESCRIPTION

Lot 1 Clocktower Square, an official plat now in and forming a part of the City of West Des Moines, Polk County, Iowa

WHEREAS, in order to provide their full half of the 165 feet of total right-of-way that may be necessary for the portion of University adjacent to the above described property, the Owner will need to deed to the City an additional thirty two and one-half (32.5) feet right-of-way adjacent to the current right-of-way for University Avenue currently located fifty (50) feet from the centerline of University Avenue, and;

WHEREAS, the Owner agrees to dedicate the thirty two and one-half (32) feet of right-of-way adjacent to the existing right-of-way line that is currently located fifty (50) feet from the centerline of University Avenue, without cost to the City when the City requests said dedication, and;

WHEREAS, in order to provide their full half of the 100 feet of total right-of-way that may be necessary for the portion of 28th Street adjacent to the above described property, the Owner will need to deed to the City an additional seventeen (17) feet right-of-way adjacent to the current right-of-way for 28th Street currently located thirty three (33) feet from the centerline of 28th Street, and;

WHEREAS, the Owner agrees to dedicate the seventeen (17) feet of right-of-way adjacent to the existing right-of-way line that is currently located thirty three (33) feet from the centerline of 28th Street, without cost to the City when the City requests said dedication, and;

WHEREAS, the City Council of the City of West Des Moines, as part of the approval of the Major Modification to a site plan request (MaM-001875-02013) for 2900 University Avenue, grants to the Owners a deferment of the dedication of the required right-of-way described above, until such time as the City requests said right-of-way, and;

WHEREAS, the City Council has approved the Major Modification for 2900 University Avenue (MaM-001875-2013) on the ____ day of _____ 2014, subject to the conditions contained herein.

NOW THEREFORE, FOR THE MUTUAL COVENANTS herein contained each to the other, the parties agree as follows:

1. The Owner certifies ownership of certain real property legally described above. Said real property was the subject of a Major Modification request for 2900 University Avenue on the ___ day of _____ 2014.
2. The Owners, their heirs, successors in interest or assigns, agree to irrevocably dedicate to the City when requested by the City and at no cost to the City, by deed, thirty two and one-half (32.5) additional feet of permanent and perpetual street right-of-way along the current right-of-way line of University Avenue adjacent to the Owner's property.
3. The Owners, their heirs, successors in interest or assigns, agree to irrevocably dedicate to the City when requested by the City and at no cost to the City, by deed, seventeen (17) additional feet of permanent and perpetual street right-of-way along the current right-of-way line of 28th Street adjacent to the Owner's property.
4. Approval of the Major Modification for the real property described above is conditioned upon the future dedication of right-of-way as described herein and at such time as requested by the City.
5. This Agreement cannot be assigned by the Owners without the express written consent of the City Council of the City of West Des Moines, Iowa. This consent shall not be unreasonably withheld.
6. The Parties agree that this Agreement will be recorded in the Office of the Recorder of Polk County, Iowa.
7. The term "Owners" as used herein shall include Owners' heirs, successors-in-interest and assigns.
8. The City and the Owner agree that the Owner shall be allowed to keep the dedicated Right of Way area for all open space calculations under City ordinances.
9. The City and the Owners agree that the District Court in and for Polk County, State of Iowa, shall have exclusive jurisdiction over the subject matter of this Agreement, and said parties consent to the jurisdiction of the person being in Polk County, Iowa.
10. This Agreement made herein shall survive any sale or transfer of ownership to the property. It is the intent of the parties, in the event of any receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization or arrangement with creditors, whether or not pursuant to bankruptcy laws, sale of all or substantially all the assets and liabilities of the Owner, will cause the transfer of this dedicated easement area to the city which shall be made forthwith, without cost to the City.
10. Words and phrases herein shall be construed as in the single or plural number and as masculine, feminine, or neutral gender, according to the context.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement the date set forth above.

{Signature Page Follows}

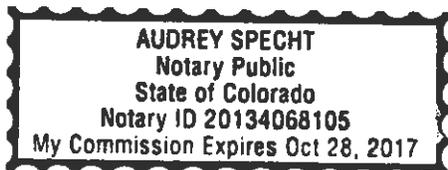
Clocktower Square Baceline LLC

[Signature]
Name: Doug Arnold
Title: Manager

STATE OF COLORADO

COUNTY OF DENVER

On this 30 day of December, 2014 before me, the undersigned, a Notary Public in and for said County and State personally appeared Doug Arnold, to me personally known, who being by me duly sworn, did say that he is Manager of Cloctower Square Baceline, LLC., executing the within and foregoing instrument and acknowledged that he executed the same as their voluntary act and deed by it and by them voluntarily executed.



[Signature]
Notary Public in and for said State

CITY OF WEST DES MOINES, IOWA

Steven K. Gaer, Mayor

Attest:

Ryan T. Jacobson, City Clerk

STATE OF IOWA)
)SS
COUNTY OF POLK)

On this _____ day of _____, 2014, before me, the undersigned, a Notary Public in and for said County and State personally appeared Steven K. Gaer and Ryan T. Jacobson, to me personally known, who being by me duly sworn, did say that they are the Mayor and City Clerk of the City of West Des Moines, Iowa, a municipal corporation, executing the within and foregoing instrument and acknowledged that they executed the same as their voluntary act and deed of the City of West Des Moines, by it and by them voluntarily executed.

Prepared By: KTragesser, Development Services, PO Box 65320, West Des Moines, 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

IRREVOCABLE OFFER OF DEDICATION

THIS AGREEMENT, made this _____ day of _____, 2014, by Clocktower Square Baceline, LLC, hereinafter called "Owners," and the City of West Des Moines, Iowa, hereinafter called "City."

WHEREAS, the Owners have submitted a Major Modification to a site plan request for property at 2800 University Avenue, West Des Moines, for review and approval by the City and legally described herein below, and;

LEGAL DESCRIPTION

Lot 2 Clocktower Square, an official plat now in and forming a part of the City of West Des Moines, Polk County, Iowa

WHEREAS, in order to provide their full half of the 165 feet of total right-of-way that may be necessary for the portion of University adjacent to the above described property, the Owner will need to deed to the City an additional thirty two and one-half (32.5) feet right-of-way adjacent to the current right-of-way for University Avenue currently located fifty (50) feet from the centerline of University Avenue, and;

WHEREAS, the Owner agrees to dedicate the thirty two and one-half (32) feet of right-of-way adjacent to the existing right-of-way line that is currently located fifty (50) feet from the centerline of University Avenue, without cost to the City when the City requests said dedication, and;

WHEREAS, in order to provide their full half of the 100 feet of total right-of-way that may be necessary for the portion of 28th Street adjacent to the above described property, the Owner will need to deed to the City an additional seventeen (17) feet right-of-way adjacent to the current right-of-way for 28th Street currently located thirty three (33) feet from the centerline of 28th Street, and;

WHEREAS, the Owner agrees to dedicate the seventeen (17) feet of right-of-way adjacent to the existing right-of-way line that is currently located thirty three (33) feet from the centerline of 28th Street, without cost to the City when the City requests said dedication, and;

WHEREAS, the City Council of the City of West Des Moines, as part of the approval of the Major Modification to a site plan request (MaM-001875-02013) for 2800 University Avenue, grants to the Owners a deferment of the dedication of the required right-of-way described above, until such time as the City requests said right-of-way, and;

WHEREAS, the City Council has approved the Major Modification for 2800 University Avenue (MaM-001875-2013) on the ____ day of _____ 2014, subject to the conditions contained herein.

NOW THEREFORE, FOR THE MUTUAL COVENANTS herein contained each to the other, the parties agree as follows:

1. The Owner certifies ownership of certain real property legally described above. Said real property was the subject of a Major Modification request for 2800 University Avenue on the ___ day of _____ 2014.
2. The Owners, their heirs, successors in interest or assigns, agree to irrevocably dedicate to the City when requested by the City and at no cost to the City, by deed, thirty two and one-half (32.5) additional feet of permanent and perpetual street right-of-way along the current right-of-way line of University Avenue adjacent to the Owner's property.
3. The Owners, their heirs, successors in interest or assigns, agree to irrevocably dedicate to the City when requested by the City and at no cost to the City, by deed, seventeen (17) additional feet of permanent and perpetual street right-of-way along the current right-of-way line of 28th Street adjacent to the Owner's property.
4. Approval of the Major Modification for the real property described above is conditioned upon the future dedication of right-of-way as described herein and at such time as requested by the City.
5. This Agreement cannot be assigned by the Owners without the express written consent of the City Council of the City of West Des Moines, Iowa. This consent shall not be unreasonably withheld.
6. The Parties agree that this Agreement will be recorded in the Office of the Recorder of Polk County, Iowa.
7. The term "Owners" as used herein shall include Owners' heirs, successors-in-interest and assigns.
8. The City and the Owner agree that the Owner shall be allowed to keep the dedicated Right of Way area for all open space calculations under City ordinances.
9. The City and the Owners agree that the District Court in and for Polk County, State of Iowa, shall have exclusive jurisdiction over the subject matter of this Agreement, and said parties consent to the jurisdiction of the person being in Polk County, Iowa.
10. This Agreement made herein shall survive any sale or transfer of ownership to the property. It is the intent of the parties, in the event of any receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization or arrangement with creditors, whether or not pursuant to bankruptcy laws, sale of all or substantially all the assets and liabilities of the Owner, will cause the transfer of this dedicated easement area to the city which shall be made forthwith, without cost to the City.
10. Words and phrases herein shall be construed as in the single or plural number and as masculine, feminine, or neutral gender, according to the context.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement the date set forth above.

[Signature Page Follows]

Clocktower Square Baceline LLC

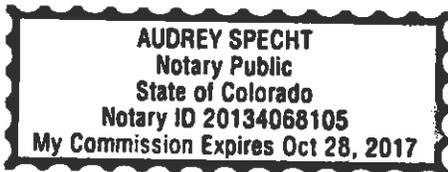
[Signature]
Name: Doug Arnold
Title: Manager

STATE OF COLORADO

COUNTY OF DENVER

On this 30th day of December, 2014 before me, the undersigned, a Notary Public in and for said County and State personally appeared Doug Arnold, to me personally known, who being by me duly sworn, did say that he is Manager of Clocktower Square Baceline, LLC., executing the within and foregoing instrument and acknowledged that he executed the same as their voluntary act and deed by it and by them voluntarily executed.

[Signature]
Notary Public in and for said State



CITY OF WEST DES MOINES, IOWA

Steven K. Gaer, Mayor

Attest:

Ryan T. Jacobson, City Clerk

STATE OF IOWA)
)SS
COUNTY OF POLK)

On this _____ day of _____, 2014, before me, the undersigned, a Notary Public in and for said County and State personally appeared Steven K. Gaer and Ryan T. Jacobson, to me personally known, who being by me duly sworn, did say that they are the Mayor and City Clerk of the City of West Des Moines, Iowa, a municipal corporation, executing the within and foregoing instrument and acknowledged that they executed the same as their voluntary act and deed of the City of West Des Moines, by it and by them voluntarily executed.

Prepared By: KTragesser Development Services PO Box 65320 West Des Moines IA 50265-0320 515-222-3620
Return To: City Clerk City of West Des Moines PO Box 65320 West Des Moines IA 50265-0320 (515)222-3610

CROSS ACCESS EASEMENT

KNOW TO ALL MEN BY THESE PRESENTS:

1. Grant of Easement(s).

The undersigned, Clocktower Square Baceline, LLC (hereinafter referred to as the "Grantor(s)"), owner(s) and/or developer(s) of Clocktower Square located at 2800 University and 2900 University and legally described below, hereby grants, establishes and conveys a permanent and perpetual easement to and for the benefit of lots 1 and 2 in Clocktower Square an official plat of the City of West Des Moines, Polk County, Iowa. Said easement shall allow the mutual use of current and future access drives and roadways located on the above-listed lots over, under, through and across the real property legally described as:

Lot 1 and 2 Clocktower Square, an official plat now in and forming a part of the City of West Des Moines, Polk County, Iowa

2. Use and Purpose of Easement(s).

This Easement shall be for the purpose of permitting and allowing parking, ingress and egress for parties having any interest whatsoever in the real property described herein, including but not limited to lessee(s), business invitee and employees in any portion of the real property.

The roadway shall be hard surface roadway, as required and approved by the City and shall be constructed by the Grantor, or its successors in interest or assigns. No structure, obstruction, or building of any kind whatsoever shall be placed upon property that is the subject of this Easement without the express written consent of the City.

3. Maintenance.

The Grantor(s) shall replace, maintain, repair and keep free of obstruction the roadway constructed upon the Easement area, the responsibility and cost of which is more specifically set forth below. The Grantor(s) hereby covenant and agrees not to permit any vehicle parking upon said Easement and to keep the roadway free and clear of snow and other obstructions so as to permit and allow all City services to be provided to the area by the City.

4. Hold Harmless.

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

5. Running of Benefits and Burdens

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

6. Jurisdiction and Venue.

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

7. Words and Phrases

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

8. Attorney's Fees.

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

9. Parties.

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

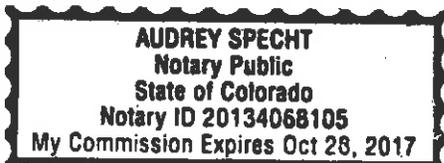
Dated this 30th day of December, 2014.

Clocktower Square Baceline LLC
By: [Signature]
Its: [Signature]

STATE OF Colorado

COUNTY OF Denver

On this 30th day of December, 2014, before me, the undersigned, a Notary Public in and for said County and State personally appeared Doug Arnold, to me personally known, who being by me duly sworn, did say that he/she is manager of Clocktower Square Baceline LLC, executing the within and foregoing instrument and acknowledged that he/she executed the same as his/her voluntary act and deed of Clocktower Square LLC, by it and by him/her voluntarily executed.



[Signature]
Notary Public in and for the State of Colorado

Prepared by: KTragesser Development Services, PO Box 65320, West Des Moines, 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

SANITARY SEWER EASEMENT(S)

KNOW TO ALL MEN BY THESE PRESENTS:

1. **Grant of Easement(s).**

The undersigned, **Clocktower Square Baceline, L.L.C.**, (hereinafter referred to as the "Grantor(s)"), owner(s) and/or developer(s) of **Lot 1 and Lot 2 Clocktower Square**, an official plat in and forming a part of the City of West Des Moines, Polk County, Iowa, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby sell, grant, and convey to the City of West Des Moines, Iowa, a municipal Corporation (hereinafter referred to as "the City"), a permanent and perpetual easement (hereinafter referred to as "Sanitary Sewer Easement" or "Easement(s)") and right-of-way upon, over, under, through and across the real property, legally described as:

A PART OF LOT 1 AND A PART OF LOT 2, CLOCKTOWER SQUARE, AN OFFICIAL PLAT IN THE CITY OF WEST DES MOINES, POLK COUNTY IOWA AND MORE PARTICULARLY DESCRIBED IN EXHIBITS A, B, C, AND D

2. **Use and Purpose of Easement(s).**

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

3. **Maintenance.**

After the initial construction of the Sewer(s), and acceptance by the City, the City agrees, as part of the reconstruction, maintenance and patrolling of the Sewer(s), to restore and replace the Easement area(s) to substantially the same condition as prior to the time of entry or as agreed upon by the City and the Grantor(s), except the City shall not be required to replace landscaping, trees, shrubs, bushes, landscape elements, structures, or underground water systems nor shall the City be required to restore the Easement area by reason of settlement, depression, or any unknown conditions which arise subsequent to the restoration and/or replacing of the easement area; any subsequent restoration by reason of settlement, depression or any unknown conditions shall be the sole responsibility of the Grantor(s) at the Grantor(s)' sole expense.

4. Hold Harmless.

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

5. Running of Benefits and Burdens.

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

6. Jurisdiction and Venue.

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

7. Words and Phrases.

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

8. Parties.

The term "City" as used herein shall refer to the City of West Des Moines, Iowa, its elected officials, agents, employees, officers, and contractors. The term "Grantor(s)" shall refer to Clocktower Square Bachelin, L.L.C. their heirs, assigns, successors-in-interest, or lessees, if any.

9. Attorney's Fees.

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

10. Integration.

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

11. Paragraph Headings.

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

Dated this 30th day of December, 2014.

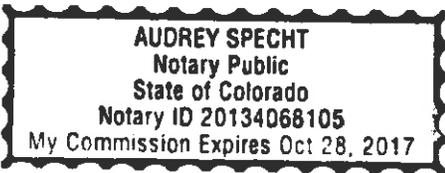
Clocktower Square Bacelife, L.L.C.

By: [Signature]
Print: Steve Arnold
Title: My

STATE OF COLORADO

COUNTY OF DENVER

On this _____ day of _____, 2014, before me, the undersigned, a Notary Public in and for said County and State personally appeared Doug Arnold, to me personally known, who being by me duly sworn, did say that he is manager (title) of Clocktower Square Bacelife, L.L.C., executing the within and foregoing instrument and acknowledged that he executed the same as his voluntary act..



[Signature]
Notary Public in and for the State of Colorado

CITY OF WEST DES MOINES, IOWA

Steven K. Gaer, Mayor

Attest:

Ryan T. Jacobson, City Clerk

STATE OF IOWA)
)SS
COUNTY OF POLK)

On this _____ day of _____, 2014, before me, the undersigned, a Notary Public in and for said County and State personally appeared Steven K. Gaer and Ryan T. Jacobson, to me personally known, who being by me duly sworn, did say that they are the Mayor and City Clerk of the City of West Des Moines, Iowa, a municipal corporation, executing the within and foregoing instrument and acknowledged that they executed the same as their voluntary act and deed of the City of West Des Moines, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

EXHIBIT 'A' - EASEMENT PLAT

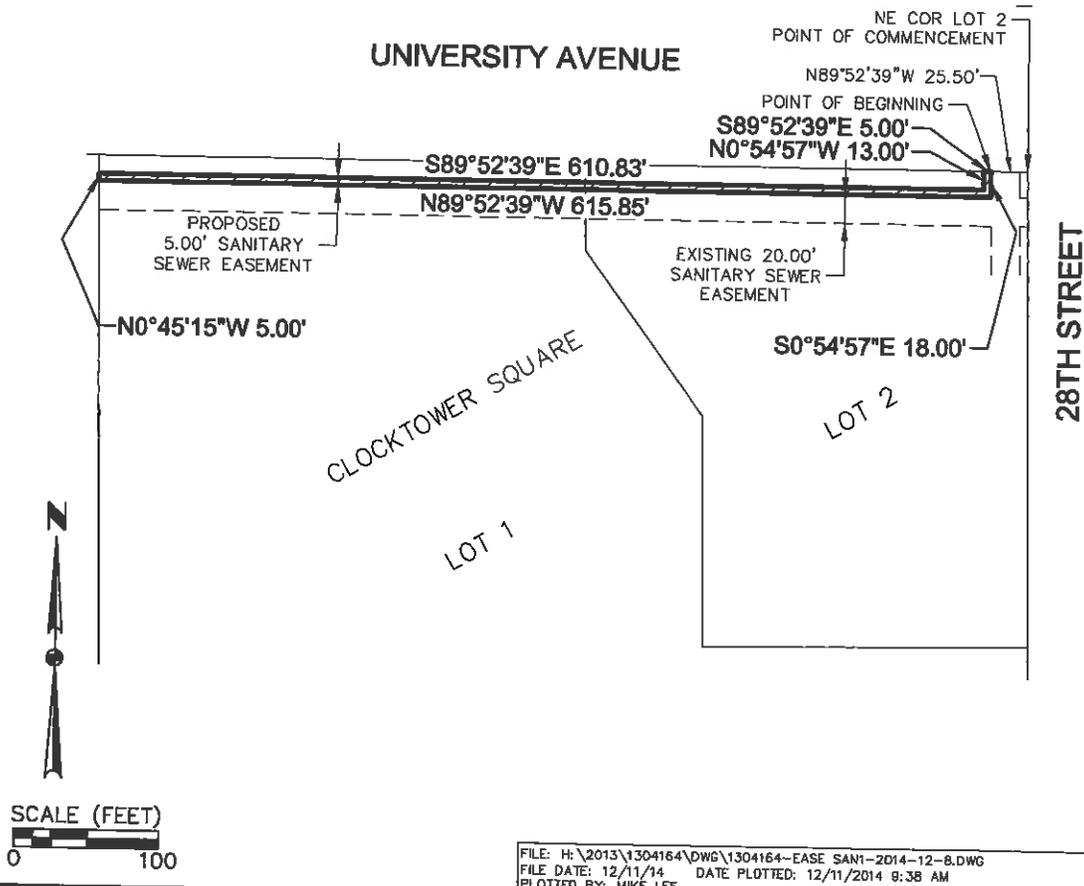
OWNER

CLOCKTOWER SQUARE BACELINE LLC
1391 SPEER BLVD STE 800
DENVER, CO 80204-2508

SANITARY SEWER EASEMENT DESCRIPTION:

A PART OF LOT 1 AND A PART OF LOT 2, CLOCKTOWER SQUARE, AN OFFICIAL PLAT IN THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 2; THENCE NORTH 89°52'39" WEST ALONG THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 25.50 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 0°54'57" EAST, 18.00 FEET; THENCE NORTH 89°52'39" WEST, 615.85 FEET TO THE WEST LINE OF SAID LOT 1; THENCE NORTH 0°45'15" WEST ALONG SAID WEST LINE, 5.00 FEET; THENCE SOUTH 89°52'39" EAST, 610.83 FEET; THENCE NORTH 0°54'57" WEST, 13.00 FEET TO SAID NORTH LINE; THENCE SOUTH 89°52'39" ALONG SAID NORTH LINE, 5.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 3,144 SQUARE FEET.



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FILE DATE: 12/11/14 DATE PLOTTED: 12/11/2014 8:38 AM
PLOTTED BY: MIKE LEE

EXHIBIT 'B' - EASEMENT PLAT

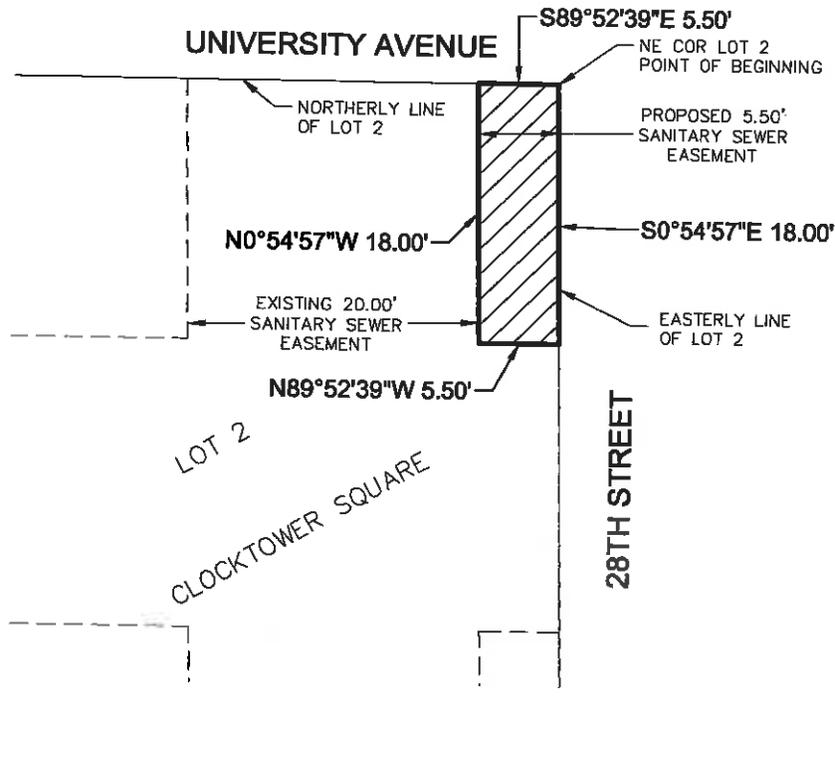
OWNER

CLOCKTOWER SQUARE BACELINE LLC
1391 SPEER BLVD STE 800
DENVER, CO 80204-2508

SANITARY SEWER EASEMENT DESCRIPTION:

A PART OF LOT 2, CLOCKTOWER SQUARE, AN OFFICIAL PLAT IN THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2; THENCE SOUTH 0°54'57" EAST ALONG THE EAST LINE OF SAID LOT 2, A DISTANCE OF 18.00 FEET; THENCE NORTH 89°52'39" WEST, 5.50 FEET; THENCE NORTH 0°54'57" WEST, 18.00 FEET TO THE NORTH LINE OF SAID LOT 2; THENCE SOUTH 89°52'39" EAST ALONG SAID NORTH LINE 5.50 FEET TO THE POINT OF BEGINNING AND CONTAINING 99 SQUARE FEET.



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FILE DATE: 12/11/14 DATE PLOTTED: 12/11/2014 9:43 AM
PLOTTED BY: MIKE LEE

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LOT 2,
CLOCKTOWER SQUARE
EASEMENT PLAT

WEST DES MOINES, IOWA



CIVIL DESIGN ADVANTAGE

3405 SE CROSSROADS DRIVE, SUITE G
GRIMES, IOWA 50111

PH: (515) 369-4400 Fax: (515) 369-4410

EXHIBIT 'C' - EASEMENT PLAT

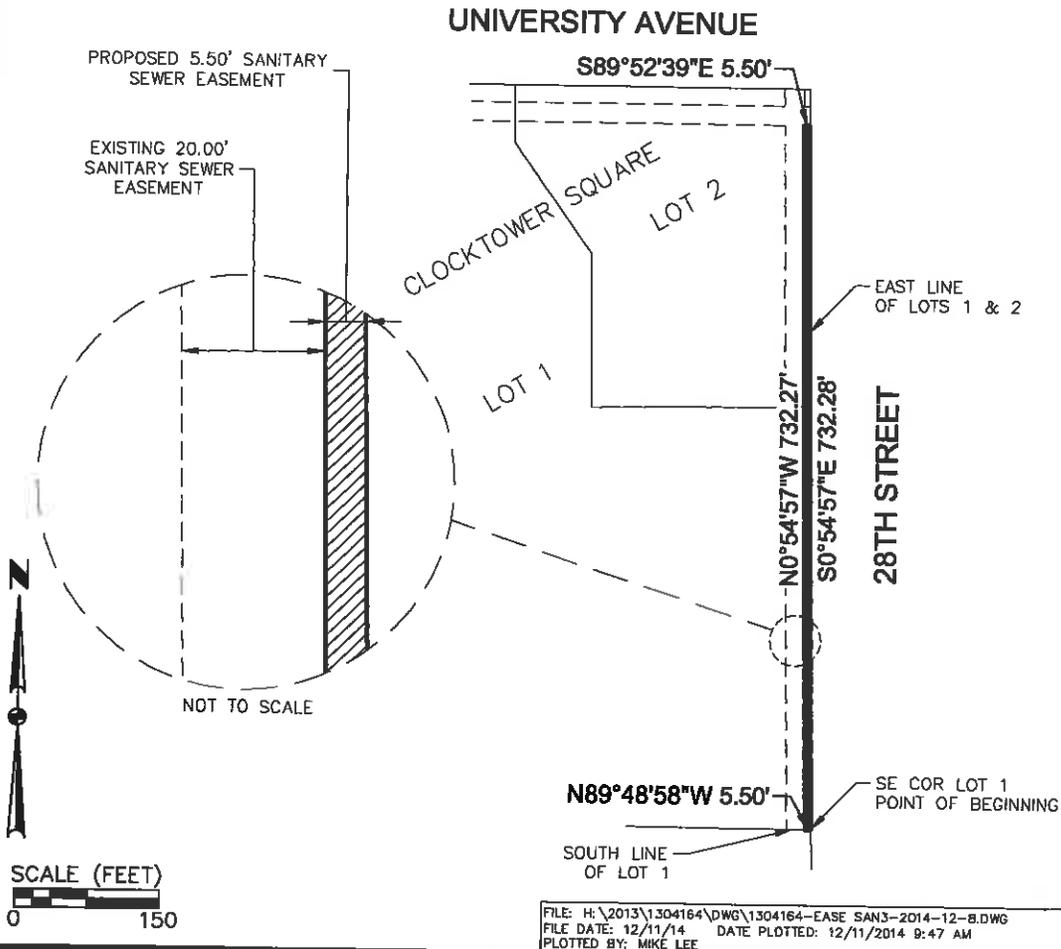
OWNER

CLOCKTOWER SQUARE BACELINE LLC
 1391 SPEER BLVD STE 800
 DENVER, CO 80204-2508

SANITARY SEWER EASEMENT DESCRIPTION:

A PART OF LOT 1 AND A PART OF LOT 2, CLOCKTOWER SQUARE, AN OFFICIAL PLAT IN THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 1, CLOCKTOWER SQUARE; THENCE NORTH 89°48'58" WEST ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 5.50 FEET; THENCE NORTH 0°54'57" WEST, 732.27 FEET; THENCE SOUTH 89°52'39" EAST, 5.50 FEET TO THE EAST LINE OF SAID LOTS 1 AND 2; THENCE SOUTH 0°54'57" EAST ALONG SAID EAST LINE, 732.28 FEET TO THE POINT OF BEGINNING AND CONTAINING 4,028 SQUARE FEET.



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 PLOTTED BY: MIKE LEE

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**LOTS 1 & 2,
 CLOCKTOWER SQUARE
 EASEMENT PLAT**
 WEST DES MOINES, IOWA



3405 SE CROSSROADS DRIVE, SUITE G
 GRIMES, IOWA 50111
 PH: (515) 369-4400 Fax: (515) 369-4410

EXHIBIT 'D' - EASEMENT PLAT

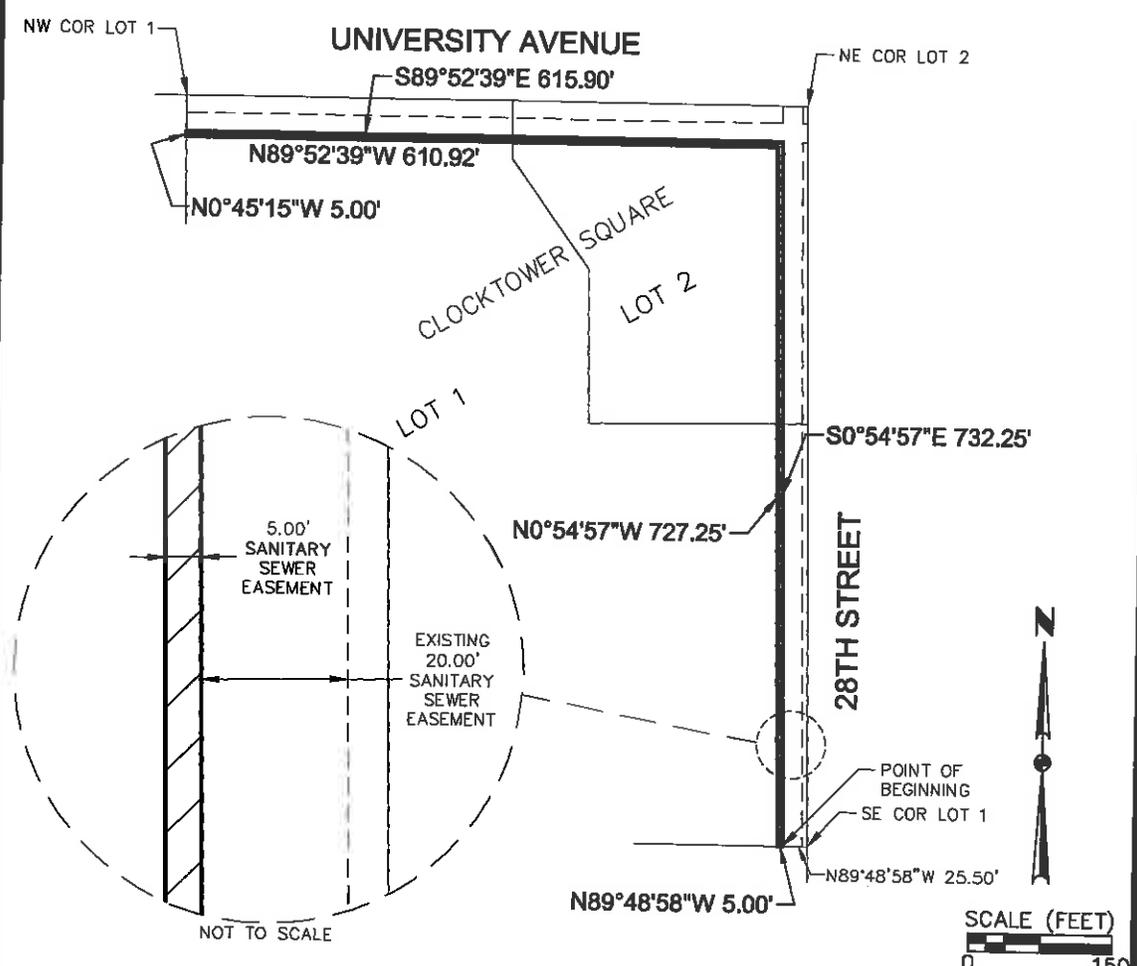
OWNER

CLOCKTOWER SQUARE BASELINE LLC
 1391 SPEER BLVD STE 800
 DENVER, CO 80204-2508

SANITARY SEWER EASEMENT DESCRIPTION:

A PART OF LOT 1 AND A PART OF LOT 2, CLOCKTOWER SQUARE, AN OFFICIAL PLAT IN THE CITY OF WEST DES MOINES, POLK COUNTY IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 1, CLOCKTOWER SQUARE; THENCE NORTH 89°48'58" WEST ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 25.50 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°48'58" WEST ALONG SAID SOUTH LINE, 5.00 FEET; THENCE NORTH 0°54'57" WEST, 727.25 FEET; THENCE NORTH 89°52'39" WEST, 610.92 FEET TO THE WEST LINE OF SAID LOT 1; THENCE NORTH 0°45'15" WEST ALONG SAID WEST LINE, 5.00 FEET; THENCE SOUTH 89°52'39" EAST, 615.90 FEET; THENCE SOUTH 0°54'57" EAST, 732.25 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.15 ACRES (6,716 SQUARE FEET).



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 PLOTTED BY: MIKE LEE

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

ITEM: Approval of State Economic Development Financial Incentives Assistance – HyVee **DATE:** March 9, 2015

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

FINANCIAL IMPACT: The City anticipates using TIF revenues to finance an economic development grant of \$1,200,000 - \$2,000,000 to the developer to serve as the required match for financial assistance provided by IEDA. These expenditures will be funded by future incremental property tax revenues generated by properties within the Westown V Urban Renewal Area.

BACKGROUND: HyVee intends to construct an approximately \$4.5 million addition to their conference center and an approximately \$13.8 million addition to the office space at their existing facility located on Westown Parkway, which is within the Westown V Urban Renewal Area. They are seeking financial assistance from the Iowa Economic Development Authority (IEDA). HyVee intends to create 102 new jobs. Through IEDA's High Quality Jobs Program, the company is seeking sales tax rebate on construction materials and investment tax credit. The IEDA program requires a local match. That requirement is met by offering 5 years of tax rebate on a sliding scale (first year = 75% refund; second year = 60% refund; third year = 45% refund; fourth year = 30% refund; fifth year = 15% refund), which is a typical match for this IEDA program.

The Westown V Urban Renewal Plan will need to be amended to allow for an economic development grant of up to \$2,000,000 on HyVee's \$18.3 million investment. Presently the Plan allows for an expenditure of up to \$400,000.

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

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

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

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

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

SUBCOMMITTEE REVIEW (if applicable)

Committee	Finance & Administration		
Date Reviewed	February 25, 2015		
Recommendation	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	

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

EXHIBIT II

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

RESOLUTION

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

WHEREAS, HyVee proposes the construction of a conference space and office addition with, when completed, approximately \$18.3 million in taxable property valuation;

WHEREAS, the City Council of the City of West Des Moines on March 9, 2015, directed staff to file a formal application with the IEDA for financial assistance in support of HyVee within West Des Moines, Iowa.

WHEREAS, the applicant has agreed to sign a development agreement, which will allow for a 5-year sliding scale property tax rebate on the construction improvements and require the creation of 102 jobs;

WHEREAS, the City is prepared to pay up to \$2,000,000 in the form of an economic development grant, based on a 5-year sliding scale of property tax rebate to meet the local match requirement for IEDA's High Quality Jobs Program;

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

SECTION 1. The City Council authorizes the Mayor to sign the formal application for financial assistance to assist HyVee.

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

SECTION 3. The City is required to provide a local match, which is satisfied with the property tax rebate of up to \$2,000,000.

PASSED AND APPROVED on the 9th day of March, 2015.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson
City Clerk

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

4(o)

DATE: March 9, 2015

ITEM:

Resolution - Approving Professional Services Agreement
Dixie Acres Sanitary Sewer Study
Veenstra & Kimm, Inc.

FINANCIAL IMPACT:

The cost of the Professional Services Agreement associated with this study is anticipated not to exceed \$22,700.00.

Should the cost for the professional engineering 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.

Staff anticipates all costs for these services will be borne by the City and can be paid from budgeted account no. 8110.80.440.3.4500 with the ultimate funding intended to come from Sewer Fee Revenue.

BACKGROUND:

Approval of this action authorizes Veenstra & Kimm, Inc. to perform the study necessary to evaluate design alternatives and establish the Dixie Acres Sanitary Sewer Fee District if authorized. The agreement also includes the fees to design and oversee construction of the sewer if the project proceeds forward. This work is similar to the previous Thornwood, Barnes Heights, and Ashworth Road collector sewer studies and projects.

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 engineering 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, P.E., L.S., City Engineer
Appropriations/Finance	Tim Stiles, Finance Director
Legal	Richard Scieszinski, City Attorney
Agenda Acceptance	

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Works		
Date Reviewed	March 2, 2015		
Recommendation	Yes	No	Split

Resolution Approving Professional Services Agreement

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

**Dixie Acres Sanitary Sewer Study
Project No. 0305-012**

and,

WHEREAS, to complete the Dixie Acres Sanitary Sewer Fee District, a study needs to be prepared; and,

WHEREAS, Engineering Services Department staff have recommended the study 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;

Engineering Basic Services	\$22,700.00
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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 the study 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 9th day of March, 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 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>\$15,700</u>
II. Resident Consultant Services	<u>\$ 7,000</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

CITY OF WEST DES MOINES

BY: _____
President

BY: _____
Ryan T. Jacobson, City Clerk

ATTACHMENT 1

SCOPE OF SERVICES

DIXIE ACRES SANITARY SEWER SYSTEM TASK 1A (0305-012), 1B (0305-012), AND 1C, (project number to be determined)

TASK 1 – BASIC SERVICE OF THE ENGINEER

TASK 1A – FEASIBILITY STUDY - This work task consists of the preliminary study and analysis to develop a letter report on a potential new connection fee district referred to as the Dixie Acres Sanitary Sewer Connection Fee District 0305-012. The fee district would be located along 54th Street north of Ashworth Road. The scope of services for this task would include the following:

- A. Develop and evaluate alternatives for connection fee district sewers. One alternative would be for a gravity sewer. A second alternative would be a low pressure sewer. A third and possible fourth alternative would be a combination of gravity and low pressure sewer.
- B. Develop a cost estimate for the sewer facilities under the identified alternatives.
- C. Evaluate the advantages and disadvantages of the identified alternatives.
- D. Based on the assumption the connection fee district will be on a per lot basis, evaluate whether any adjustment factors to the connect fee are appropriate based on the proximity of the onsite systems to each alignment alternative.
- E. Develop a projected per lot connection fee for each of the alternatives, including a description of the method of determining the connection fee.
- F. Develop an aerial based graphic illustrating the district boundaries and the alternatives for the sewer.
- G. Develop a letter report summarizing the analysis of the alternatives and the proposed connection fee.
- H. If requested, attend a meeting with area residents to discuss the alternatives.

TASK 1B – CONNECTION FEE DISTRICT - This work task shall consist of the development of a new connection fee district, referred to as the Dixie Acres Sewer Connection Fee District 0305-012. The district will encompass the single family residences located on 54th Street north of Ashworth Road in the Dixie Acres subdivision. 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 1C - DESIGN SERVICES - This work task shall consist of the design, preparation of plans and specifications and associated design services for the Dixie Acres Sanitary Sewer, 0510-_____-____ (to be assigned if project proceeds to Task 1C). The project consists of a low pressure sewer or gravity sewer on 54th Street north of Ashworth Road in the Dixie Acres subdivision. The design will include service stubs to each property under any of the alternatives. The design will include service lines or grinder pumps if those facilities are included in the project scope.

- A. **Design Alignment.** Select design alignment of sewer.
- B. **Public Participation.** Meeting with residents in the Dixie Acres Sanitary Sewer Connection Fee District 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 Dixie Acres Sanitary 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 Dixie Acres Sanitary Sewer System. 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 fees for the basic services is as follows:

Task 1A - Preliminary Study	\$ 3,600
Task 1B - Connection Fee District	\$ 3,700
Task 1C - Design Services	<u>\$ 8,400</u>
	\$15,700
- B. Work on Task 1B and 1C will be undertaken only after issuance of a separate Notice to Proceed for each task. The City reserves the right to cancel all work in Task 1B and/or Task 1C if it elects not to pursue the establishment of a connection fee district, or the design of the project.

ATTACHMENT 2

PROJECT SCHEDULE

DIXIE ACRES SANITARY SEWER SYSTEM

Task 1A - Feasibility Study - within 30 days after Notice to Proceed

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

Task 1C - 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.....	0.575/Mile

Dixie Acres Plat 1



Proposed Sewer

54th Street

Ashworth Road



DEPARTMENT OF ENGINEERING SERVICES
4200 MILLS CIVIC PARKWAY (515) 222-3620
WEST DES MOINES, IOWA 50265
FAX NO. (515) 273-0802

PROJECT:	Dixie Acres Sanitary Sewer Project No. 0305-012		
LOCATION:	Dixie Acres Plat 1 (54th & Ashworth)		
DRAWN BY:	JMS	DATE:	02/18/15
			SHT. 1 OF 1

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

DATE: March 9, 2014

ITEM: Resolution - Approval of Purchase Agreement, Condemnation
Award and Easements for the Fox Creek Sanitary Sewer Project

FINANCIAL IMPACT: \$62,378.00 (previously budgeted)

BACKGROUND: Easements necessary for the Fox Creek Sanitary Sewer Project have been acquired through negotiated Purchase Agreements, at the appraised fair market value and a condemnation hearing, from the owners shown on Exhibit "A", with additional costs not reflected in the appraisals shown in bold. The attached resolution approves the Purchase Agreements and, for policy and title purposes, formally accepts the easements and authorizes the filing of all relevant documents. Approval of the Condemnation Award will authorize deposit with the Dallas County Sheriff. Costs associated with acquisition of the easements will be paid from Account No. 5061.80.820.6.7930.

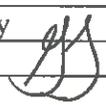
OUTSTANDING ISSUES (if any): None

RECOMMENDATION:

Adopt Resolution approving and accepting Purchase Agreements,
Easements and Condemnation Award for the Fox Creek Sanitary Sewer
Project

Lead Staff Member: Richard J. Scieszinski, City Attorney

STAFF REVIEWS

Department Director	Richard J. Scieszinski, City Attorney	
Appropriations/Finance		
Legal		
Agenda Acceptance		

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Works		
Date Reviewed			
Recommendation	Yes	No	Split

RESOLUTION NO. _____

**AUTHORIZING APPROVAL AND ACCEPTANCE OF PURCHASE AGREEMENTS
AND 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 purchase agreements for the acquisition of property and easements necessary for the Project; and

WHEREAS, the City of West Des Moines has condemned property necessary for the construction of the improvements 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 amount of the condemnation award, the names of the property owners and the fair market value of the property to be acquired through purchase agreements are attached hereto as Exhibit "A" and made a part of this resolution; and

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

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

1. The documents described above conveying property interests to the City of West Des Moines, Iowa, are hereby approved and accepted.
2. The City Clerk is directed to certify the Council's approval and acceptance.
3. The City Attorney is authorized to take all steps necessary and consistent with the Purchase Agreements and Condemnation Award 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 and is authorized to pay the Condemnation Award as shown on the attached Exhibit "A".

PASSED AND ADOPTED this 9th day of March, 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>	
2	Barry B Paterson Revocable Trust and Linda J. Paterson Revocable Trust	\$25,000.00	*Condemnation Award: includes \$5,000 for attorneys fees
21	David and Sarah Lacey (Consent/Appraisal: U.S. Bank)	\$6,490.00	
28	Russell and Susan Sanders	\$30,888.00	*includes additional \$3,000 for landscaping and \$2,288 for administrative settlement
	TOTAL	\$62,378.00	

NO CHANGE FROM PREVIOUS READING

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

Date: March 9, 2015

ITEM: Maple Grove West, Southeast corner of the Union Pacific Railroad and 98th Street – Amend the Maple Grove West PUD, Parcel B to modify requirements for setbacks, buffers, and architecture – Rock Equity Holdings, LLC
ZC-002586-2015

ORDINANCE: Approval of Second Reading, Waive Third and Adopt in Final Form

FINANCIAL IMPACT: Undetermined.

BACKGROUND: The applicant, Rock Equity Holdings, LLC, represented by James Lindgren, is requesting an amendment to the Maple Grove West Planned Unit Development, specifically PUD Parcel B, zoned Residential Medium Density (RM-12) to:

- Reduce the perimeter setback on the north and east property lines to a minimum 25 ft. due to the adjacent uses of the water tower and the railroad;
- To remove the buffer park requirement on the north and east perimeter due to the adjacent uses of the water tower and the railroad;
- To provide for a minimum setback for the garage of 25 feet from the garage door to the back of curb;
- Reduce the minimum building separation from 30 feet to 15 feet; and,
- Amend the architecture section to remove the provision that indicates that garages should not be the predominate feature of the dwelling unit.

Previous Council Action:

Vote: 5-0 approval

Date: February 23, 2015

Motion: Approval of the First Reading of the ordinance

OUTSTANDING ISSUES: There are no outstanding issues.

RECOMMENDATION: Based upon the preceding review and a finding of consistency with the goals and policies of the Comprehensive Plan, staff recommends the City Council approve the second reading, waive the third reading and adopt the Maple Grove West PUD Ordinance amendment in final form, subject to the applicant meeting all City Code requirements.

Lead Staff Member: Kara Tragesser, MPA, AICP *Kara*

Staff Reviews:

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

PUBLICATION(S) (if applicable)

Published In	Des Moines Register
Date(s) Published	February 6, 2015
Letter sent to surrounding property owners	February 3, 2015

SUBCOMMITTEE REVIEW (if applicable)

Committee	Development & Planning		
Date Reviewed	January 29, 2015		
Recommendation	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Split <input type="checkbox"/>

ATTACHMENT:

Exhibit I - Proposed Ordinance

Prepared by: KTragesser, 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, AND ORDINANCE #1646, #1971, #1996, #2033, AND #2050 PERTAINING TO P.U.D. (PLANNED UNIT DEVELOPMENT) DISTRICT REGULATIONS AND GUIDELINES.

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

SECTION 1. AMENDMENT. Ordinance 1646, 1971, 1996, 2033, and 2050 Maple Grove West PUD, Section 3, Paragraph, 2, Parcel B, Subparagraph a. Architecture, is hereby repealed and replaced with the following bolded text:

Architectural design for multi-family buildings shall express a creative presentation of exterior building materials, exterior details and texture, treatment of windows and doors, and use of angles and multiplicity of planes within the wall and roof design to lessen the plainness of appearance which can be characteristic of large residential buildings. The use of building articulation that breaks up the building mass into modules which reflect proportions similar to the single-family residential dwellings shall be required. Methods used to create intervals which reflect individual dwelling units are:

- 1. Facade modulation - stepping back or extending forward a portion of the façade;**
- 2. Entrances to the dwelling units should be easily and individually identified through the use of design and detailing. Projected or recessed entryways, higher rooflines, awnings or changes in materials are example that can create this effect.**
- 3. Changing the rooflines by alternating dormers, stepped roofs, gables, or other roof elements to reinforce the modulation or articulation interval,**
- 4. Changing materials with the change in building plane to vary the look of the individual dwelling units.**
- 5. Using paint and materials to reinforce the modulation or articulated intervals.**

Buildings shall use materials such as brick, stone, vertical or lap siding, shakes and stucco, combining materials along with trim and details to provide visual interest within the development. Use of natural materials is encouraged, composite materials such as fiber cement and wood composites are appropriate substitutions. Vinyl siding may be used only with appropriately scaled trim. All material, trim and details for a building shall be designed appropriately for chosen architectural style. Materials should change with the change in building planes. Trim and structural elements such as posts or columns shall be sized to the scale of the building. When used, masonry materials shall have the appearance of 3-dimensional elements. Fenestration (door and window openings) shall be sized to the scale of the building, incorporated on all sides of the building and be compatible to the chosen architectural style. Asphaltic shingles shall be allowed provided the shingle materials are of a heavier grade that produces a shake or shadowing effect and is consistent with the color and materials used for the multi-family residential developments

Garage doors facing the public street should be set back to minimize the dominance of their appearance or staggered across the building façade to create opportunities for individuality of the dwelling units. The architectural details of garage should incorporate the materials and treatments of the dwelling unit, such as windows, doors, paint and materials, and style of the dwelling unit.

All facades of the building in unobstructed view of the public shall be treated with the same level of architectural style and detail.

SECTION 2. AMENDMENT. Ordinance 1646, 1971, 1996, 2033, and 2050 Maple Grove West PUD, Section 3, Paragraph, 2, Parcel B, Subparagraph b. Setbacks, and Subparagraph c. Buffers are hereby amended by adding the following text as illustrated in bold lettering and deleting the text illustrated by strikethrough lettering.

b. Setbacks: All residential structures and garages shall comply with all general use regulations and provisions set forth in title 9, "Zoning", of the city code for residential medium-density district (RM-1012) shall apply, unless noted otherwise within this section.

A building front yard and perimeter setback of thirty five feet (35') shall apply to any structure within parcel B, **except that the perimeter setback adjacent to municipal property at the time of development of any part of Parcel B shall be twenty five feet (25')**. If the property abuts a private street, any residential structure shall be allowed to be located no closer than fifteen feet (15') from the back of a curb or back of a sidewalk, whichever is more restrictive. Garages shall comply with a front yard setback of twenty five feet (25'), to be measured from the garage opening to the back of a curb ~~or sidewalk, whichever is more restrictive~~ **for garages opening onto a private street where the sidewalk is immediately adjacent to the private street. In those cases where the garage opens onto a public street, the front yard setback for garages shall be twenty five feet (25') to be measured from the garage opening to the back of sidewalk.**

A building separation of a minimum of fifteen (15') is required for all one and two story structures. Any structure greater than two stories will have a minimum building separation of thirty feet (30').

c. Buffers: A minimum thirty foot (30') buffer ~~park~~ shall be required ~~to be provided~~ along the any boundary that abuts **property zoned for single family development and along 98th Street.** ~~the Union Pacific Railroad right of way, along 98th Street and along the south and east boundary of parcel B at the time that a development plan is submitted for parcel B.~~

SECTION 3. SAVINGS CLAUSE. If any section, provision, sentence, clause, phrase or part of the Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any provision, section, subsection, sentence, clause, phrase or part hereof not adjudged invalid or unconstitutional.

SECTION 4. VIOLATIONS AND PENALTIES. Any person who violates the provisions of this Ordinance upon conviction shall be punished as set forth in 1-4-1 of the City Code of the City of West Des Moines, Iowa.

SECTION 5. 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 6. EFFECTIVE DATE. This Ordinance shall be in full force and effect after its passage, approval and publication as provided by law.

Passed and approved by the City Council on 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

NO CHANGE FROM PREVIOUS READING

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

Date: March 9, 2015

ITEM: Ordinance Amendment - Amend Title 9 (Zoning), Chapter 2 (Zoning Rules And Definitions) to add a definition for Tap Rooms (Beer Parlors), 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 5813 – Tap Rooms And Beer Parlors a Permitted Conditional Use in the General Industrial, Light Industrial and Business Park Zoning Districts, Amend Title 9 (Zoning), Chapter 10, Performance Standards to add regulations for tap rooms (beer parlors) in the General Industrial, Light Industrial, and Business Park Zoning Districts, and Amend Title 9 (Zoning), Chapter 15, Off Street Parking And Loading to regulate parking requirements for Tap Rooms associated with breweries – City Initiated – AO-002599-2015

ORDINANCE: Approval of Second Reading, Waive Third and Adopt in Final Form

FINANCIAL IMPACT: Undetermined.

BACKGROUND: Development Services staff received an inquiry from Fox Brewing to allow a tap room in conjunction with a proposed craft brewery on a parcel in the General Industrial district. Fox Brewing indicated that tap rooms allow for socializing and tasting the beer that the brewery produces. Staff reviewed the code to find that a brewery was an allowed use in the General Industrial, Light Industrial, and Business Park zoning districts; however, nothing in the City Code addressed tap rooms. Staff determined that because the beer is sold retail, the establishment operates similar to a bar versus free tasting with prospective retailers of the product as would be done as part of the wholesale of the beer. Per City Code, Bars (SIC 5813) are not allowed in the zoning districts in which breweries are allowed. Staff requests approval of an ordinance amendment to define tap rooms (beer parlors), to allow tap rooms in association with a brewery as a permitted conditional use in the General Industrial, Light Industrial, and Business Park districts (the same zoning districts that breweries are allowed), and to establish requirements for area coverage, licensing, and parking.

Previous Council Action:

Vote: 4-0 approval, Council member Trimble abstained due to a potential conflict of interest

Date: February 23, 2015

Motion: Approval of the First Reading of the ordinance

OUTSTANDING ISSUES: There are no outstanding issues.

RECOMMENDATION: Based upon the preceding review and a finding of consistency with the goals and policies of the Comprehensive Plan, staff recommends the City Council approve the second reading, waive the third reading and adopt the Ordinance amendment in final form, subject to the applicant meeting all City Code requirements.

Lead Staff Member: Kara Tragesser, AICP 

Staff Reviews:

Department Director	
Appropriations/Finance	
Legal	
Agenda Acceptance	

PUBLICATION(S) (if applicable)

Published In	Des Moines Register
Date(s) Published	February 6, 2015
Letter sent to surrounding property owners	N/A

SUBCOMMITTEE REVIEW (if applicable)

Committee	Development & Planning		
Date Reviewed	January 29, 2015		
Recommendation	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Split <input type="checkbox"/>

ATTACHMENT:

Exhibit I - Proposed Ordinance

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 TAP ROOMS (BEER PARLORS), 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 5813 – TAP ROOMS AND BEER PARLORS A PERMITTED CONDITIONAL USE IN THE GENERAL INDUSTRIAL, LIGHT INDUSTRIAL AND BUSINESS PARK ZONING DISTRICTS, AMEND TITLE 9 (ZONING), CHAPTER 10, PERFORMANCE STANDARDS TO ADD REGULATIONS FOR TAP ROOMS (BEER PARLORS) IN THE GENERAL INDUSTRIAL, LIGHT INDUSTRIAL, AND BUSINESS PARK ZONING DISTRICTS, AND AMEND TITLE 9 (ZONING), CHAPTER 15, OFF STREET PARKING AND LOADING TO REGULATE PARKING REQUIREMENTS FOR TAP ROOMS ASSOCIATED WITH BREWERIES

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:

BEER PARLOR (TAP ROOM): an area within a brewery devoted to the sale and consumption of a limited variety of malt beverages typically brewed on-site (SIC 5813 Tap Rooms and Beer Parlors and SIC 2082 Manufacturing of Malt Beverages). This definition only applies to tap rooms that are ancillary to and included in a brewery, with the brewery being the primary use. Any other establishment for the sale and consumption of beer will be considered a bar for the purposes of this definition.

TAP ROOM (BEER PARLOR): an area within a brewery devoted to the sale and consumption of a limited variety of malt beverages, (SIC 5813 Tap Rooms and Beer Parlors and SIC 2082 Manufacturing of Malt Beverages). This definition only applies to tap rooms that are ancillary to and included in a brewery, with the brewery being the primary use. Any other establishment for the sale and consumption of beer will be considered a bar for the purposes of this definition.

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 adding the text in bold lettering:

SIC CODES	RC	CMC	NC	CVC	SC	VJC	VJHB	WR	BP	VJLI	LI	GI	OF	PCP	OS
5813 Drinking Places	Pc	Pc	Pc		Pc		Pc	Pc							
SIC 5813 Tap Room/Beer Parlor in conjunction with brewery									Pc		Pc	Pc			

Section 3. Amendment. Title 9 (Zoning), Chapter 10 (Performance Measures), Section 4 (Specific Use Regulations), Paragraph J is hereby amended by adding the text in bold lettering:

J. The Following Standards Shall Apply To All Uses Within The Business Park District Unless Noted Otherwise In This Title:

8. Tap Rooms or Beer Parlors shall only be allowed by approval of a permitted conditional use permit to operate in conjunction with a brewery. The brewery must have a Native Beer Brewery (NAB or NAAB) permit issued through the State of Iowa and a Class B beer license approved by the City of West Des Moines. The tap room shall occupy no more that 20 percent of the gross square footage of the brewery or be no greater than 3,000 sq. ft. whichever is more restrictive. The Class B beer license shall be restricted to serving only those beers brewed on-site, plus a maximum of five (5) additional micro-brewery beers that are brewed off-site. No class LC liquor permit will be allowed in conjunction with the tap room; having such license will classify the establishment as a bar.

Section 4. Amendment. Title 9 (Zoning), Chapter 10 (Performance Measures), Section 4 (Specific Use Regulations), Paragraph K is hereby amended by adding the text in bold lettering:

K. The Following Standards Shall Apply To All Industrial Districts Unless Noted Otherwise Within This Title:

9. Tap Rooms or Beer Parlors shall only be allowed by approval of a permitted conditional use permit to operate in conjunction with a brewery. The brewery must have a Native Beer Brewery (NAB or NAAB) permit issued through the State of Iowa and a Class B beer license approved by the City of West Des Moines. The tap room shall occupy no more than 20 percent of the gross square footage of the brewery or be no greater than 3,000 sq. ft. whichever is more restrictive. The Class B beer license shall be restricted to serving only those beers brewed on-site, plus a maximum of five (5) additional micro-brewery beers that are brewed off-site. No class LC liquor permit will be allowed in conjunction with the tap room; having this license will classify the establishment as a bar.

Section 5. Amendment. Title 9 (Zoning), Chapter 15 (Off Street Parking and Loading), Section 7-E is hereby amended by adding the text in bold lettering:

58 Eating and drinking places	
5813 Drinking places	<ul style="list-style-type: none"> • 1.5 spaces per 100 square feet of GFA
5813 Tap Rooms/Beer parlor	<ul style="list-style-type: none"> • 1.5 spaces per 100 square feet of GFA in addition to that parking required of SIC 2082: Malt Beverages

Section 6. Repealer. All ordinances or parts of ordinances in conflict with the provision of this ordinance are hereby repealed.

Section 7. 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 8. 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 9. 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 10. 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**

NO CHANGE FROM FIRST READING

ITEM:**DATE: March 9, 2015**

Second reading, waiver of third reading, and final approval of proposed Ordinance to amend Title 7, Chapter 1, Section 6 of the Municipal Code to align the sidewalk repair notice with the City's annual sidewalk program policy.

FINANCIAL IMPACT:

This proposed Ordinance amendment should result in a cost savings to the City for mailing notices.

BACKGROUND:

This proposed Ordinance would be consistent with the City's proposed annual sidewalk program policy and state law in terms of providing notice to the abutting property owner to repair, replace, or reconstruct defective sidewalks. The City should also experience savings in mailing costs. Previously, the City would send the notices via certified mail with return receipt and regular mail to the registered, abutting property owner at the same time. The City will continue to send the original notice via certified mail, but without return receipt. For those certified mailings that are returned to the City as unclaimed, the City will then follow up with a regular mail notice. The mailings should occur well enough in advance of the seventy-five (75) day time period the City will allow the abutting property owners to fix the defective sidewalks on their own, if the owners choose to do so. If the defective sidewalks in question have not been fixed by August 1, then the City will have its contractor perform the repairs and bill the costs to the respective, abutting property owners.

The Public Works City Council subcommittee approved of this proposed new Ordinance at its meeting held on February 17, 2015. The City Council unanimously approved of the first reading of this proposed Ordinance at its meeting held on February 23, 2014.

OUTSTANDING ISSUES (if any): None

RECOMMENDATION:

Approval of the second reading, waiver of the third reading, and final approval of this proposed Ordinance.

Lead Staff Member: Jason B. Wittgraf, Assistant City Attorney *JBW*

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Works		
Date Reviewed	February 17, 2015		
Recommendation	Yes	No	Split

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY CODE OF THE CITY OF WEST DES MOINES, IOWA, 2014, BY AMENDING TITLE 7, "PUBLIC WAYS AND PROPERTY", CHAPTER 1, "STREETS, SIDEWALKS AND ALLEYS", SECTION 6, "MAINTENANCE OF PARKING TERRACE AND SIDEWALKS"

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

SECTION 1: Title 7, Chapter 1, Section 6, is hereby amended by deleting ~~strike through~~ text and adding underline text.

7-1-6: MAINTENANCE OF PARKING TERRACE AND SIDEWALKS:

- A. Responsibility of Property Owner: It shall be the responsibility of the abutting property owner to maintain all property outside the lot and property lines and inside the curb lines upon the public streets, except that the abutting property owner shall not be required to remove diseased trees or dead wood on the publicly owned property or right of way.
- B. Failure to Maintain Parking on Terrace: If the abutting property owner does not perform an action required under the above section within a reasonable time, the city may perform the required action and assess the cost against the abutting property for collection in the same manner as a property tax.
- C. Responsibility for Sidewalk Maintenance: It shall be the responsibility of the abutting property owners to maintain in a safe and hazard free condition any sidewalk outside the lot and property lines and inside the curb lines or travelled portion of the public street.
- D. Failure to Maintain Sidewalks; Personal Injuries: If the abutting property owner does not maintain sidewalks as required and action is brought against the city for personal injuries alleged to have been caused by its negligence, the city may notify in writing any person by whose negligence it claims the injury was caused. The notice shall state the pendency of the action, the name of the plaintiff, the name and location of the court where the action is pending, a brief statement of the alleged facts from which the cause arose, that the city believes the person notified is liable to it for any judgment rendered against the city, and asking the person to appear and defend. A judgment obtained in the suit is conclusive in any action by the city against any person so notified, as to the existence of the defect or other cause of the injury or damage, as to the liability of the city to the plaintiff in the first named action, and as to the amount of the damage or injury. The city may maintain an action against the person notified to recover the amount of the judgment together with all the expenses incurred by the city in the suit.
- E. City May Order Repairs: If the abutting property owner does not maintain sidewalks as required, the ~~council~~ City may serve notice on such owner, by certified mail to the abutting

property owner as shown by the records maintained by the County, requiring him the abutting property owner to repair, replace or reconstruct the affected sidewalks within a reasonable time. If the certified mailing has been unclaimed or returned to the City, the City may also attempt to serve the notice by regular mail to the abutting property owner. Unclaimed or returned mail shall not constitute improper notification if the City has mailed the notice(s) to the address of record for the abutting property owner, and if such action is not completed by the abutting property owner within the time stated in the certified mail notice, the council City may perform the required action ~~require the work to be done~~ and assess the costs against the abutting property for collection in the same manner as a property tax, following the assessment procedures detailed in Code section 7-1-5.

SECTION 2. REPEALER. All Ordinances or parts of Ordinances in conflict with the provision of this Ordinance are hereby repealed.

SECTION 3. SAVINGS CLAUSE. If any section, provision, sentence, clause, phrase, or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any provision, section, subsection, sentence, clause, phrase, or part hereof not adjudged invalid or unconstitutional.

SECTION 4. EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage, adoption, and publication as required by law.

PASSED AND APPROVED this ____ day of _____, 2015.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson,
City Clerk

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

5(d)

ITEM:

DATE: March 9, 2015

Resolution – Approving Release of Condition Deficiencies
2011 Sidewalk Improvement Program

FINANCIAL IMPACT: None.

SYNOPSIS:

The Council action listed under recommendation authorizes Polk County to remove conditional deficiency assessments identified in the Final Assessment Schedule from the tax rolls. The impacted parties are listed in the attachment.

BACKGROUND:

On February 4, 2013, the Council approved the Final Plat and Schedule of Assessments. The schedule inadvertently included costs for several property owners above the maximum amount specified in the Preliminary Assessment Schedule. These extra costs were shown as conditional deficiencies. Conditional deficiencies can be levied when the value of the property is less than 400% of the cost of the improvements. No special assessments to properties met this condition. The Preliminary Schedule established the maximum assessment amount that could be levied by the City for each property owner. At the time of construction additional costs were incurred due to field quantity adjustments beyond the amount that was originally estimated as part of the preliminary schedule. These costs cannot be levied against the property owners without re-establishing the special assessment process. The City did pay for these extra costs and they are not recoupable. There were 28 properties in Polk County that were impacted. These properties currently have a cloud on their title for the conditional deficiency assessment. Staff recommends Council act to release the conditional deficiency assessments for these properties so the individual titles can be cleared.

OUTSTANDING ISSUES: None.

RECOMMENDATION:

City Council Adopt:
- Resolution Removing Condition Deficiencies.

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>W</i>

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Works		
Date Reviewed	March 2, 2015		
Recommendation	<input checked="" type="checkbox"/>	No	Split

RESOLUTION REMOVING CONDITION DEFICIENCIES

WHEREAS, this Council has on February 4, 2013 approved the Final Plat and Schedule of Assessments for the 2011 Sidewalk Improvement Program, and has held a Public Hearing thereon required by law; and

WHEREAS, Bond Number 2012-01 was assigned to this project;

WHEREAS, Conditional Deficiency assessments were identified in the approved Final Plat and Schedule of Assessments;

WHEREAS, Polk County, Iowa was directed to apply the assessments to benefited properties in accordance with Resolution Number 13-02-04-15 dated February 4, 2013;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WEST DES MOINES, IOWA; that the proposed action authorizes Polk County to remove the Condition Deficiencies identified in the Final Assessment Schedule from the tax rolls.

PASSED AND APPROVED this 9th day of March, 2015.

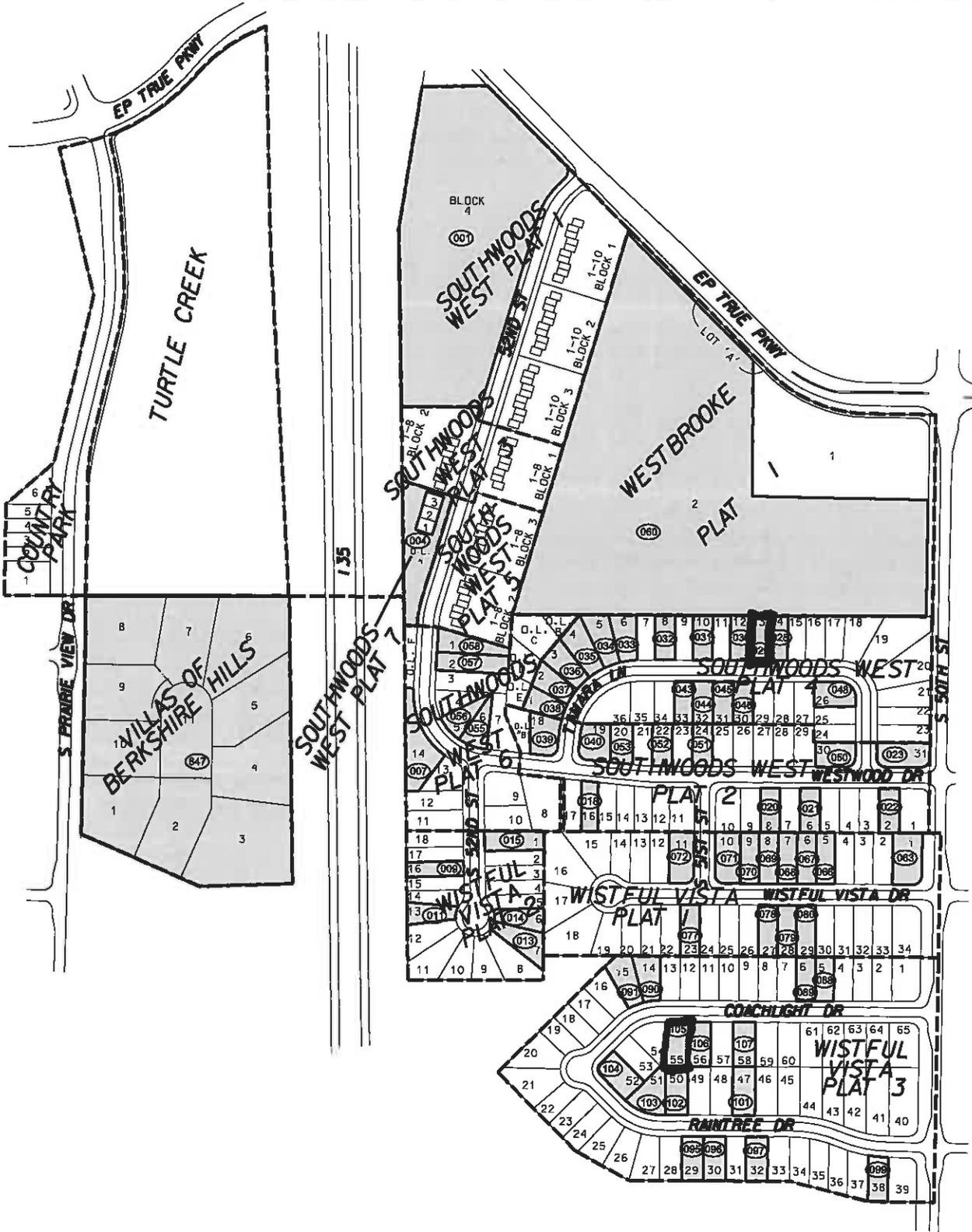
Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

2011 Sidewalk Program – Bond No. 2012-01
 Accepted Final Assessment February 4, 2013
 Conditional Deficiency Liens
 Request to remove the following liens from the following property

City's Prop # (City Use)	Address	Certificate	Parcel	Conditional Deficiency
029	5017 Tamara Ln	5200400	320 04116-713-000	75.82
105	5112 Coachlight	5205400	320 04947-760-055	20.40
135	4624 Tamara Ln	5206800	320 04116-569-000	117.96
181	4820 Westwood	5209600	320 04116-506-000	286.65
213	340 S 49 th St	5211400	320 04116 598-418	33.92
216	376 S 49 th St	5211700	320 04116-598-412	11.02
263	4803 Coachlight	5214500	320 04116-598-222	5.04
346	4332 Ashley Park	5218900	320 00780-173-011	1.20
350	4465 Meadow Valley	5219300	320 00780-173-021	145.60
409	4855 Turnberry	5222400	320 03913-299-157	84.90
431	4806 Valley View	5223900	320 03913-230-004	15.65
453	1145 S 49 th	5224500	320 03913-299-104	138.32
461	4810 Turnberry	5225200	320 03913 299-128	133.82
463	4925 Timberwood	5225400	320 03913-251-000	198.87
519	Quail Vista Townhome	5228800	320 03913-693-039	215.02
522	Quail Vista Townhome	5228900	320 03913-693-094	29.12
555	5022 Grand Ridge	5231500	320 02724-214-000	7.20
556	3480 Parkhaven	5231600	320 03857-500-101	5.64
561	633 S 34 th Ct	5232100	320 03857-500-112	26.00
565	590 S 34 th Ct.	5232300	320 03857-500-121	224.90
566	3308 Parkhaven	5232400	320 03857-500-122	120.82
637	3101 Scenic Valley	5237700	320 02792-222-000	239.20
639	3405 Scenic Valley	5237900	320 04116-321-000	66.60
643	3436 Scenic Valley	5238300	320 04116-301-000	14.56
655	705 S 26 th	5239200	320 02792-184-000	120.28
680	808 S. 26 th	5241000	320 02792-157-000	76.23
704	2432 Park Dr	5242400	320 02724-727-000	58.94
799	2909 Country Side Dr	5247000	320 01380-502-000	1.20
			Total	2,249.98

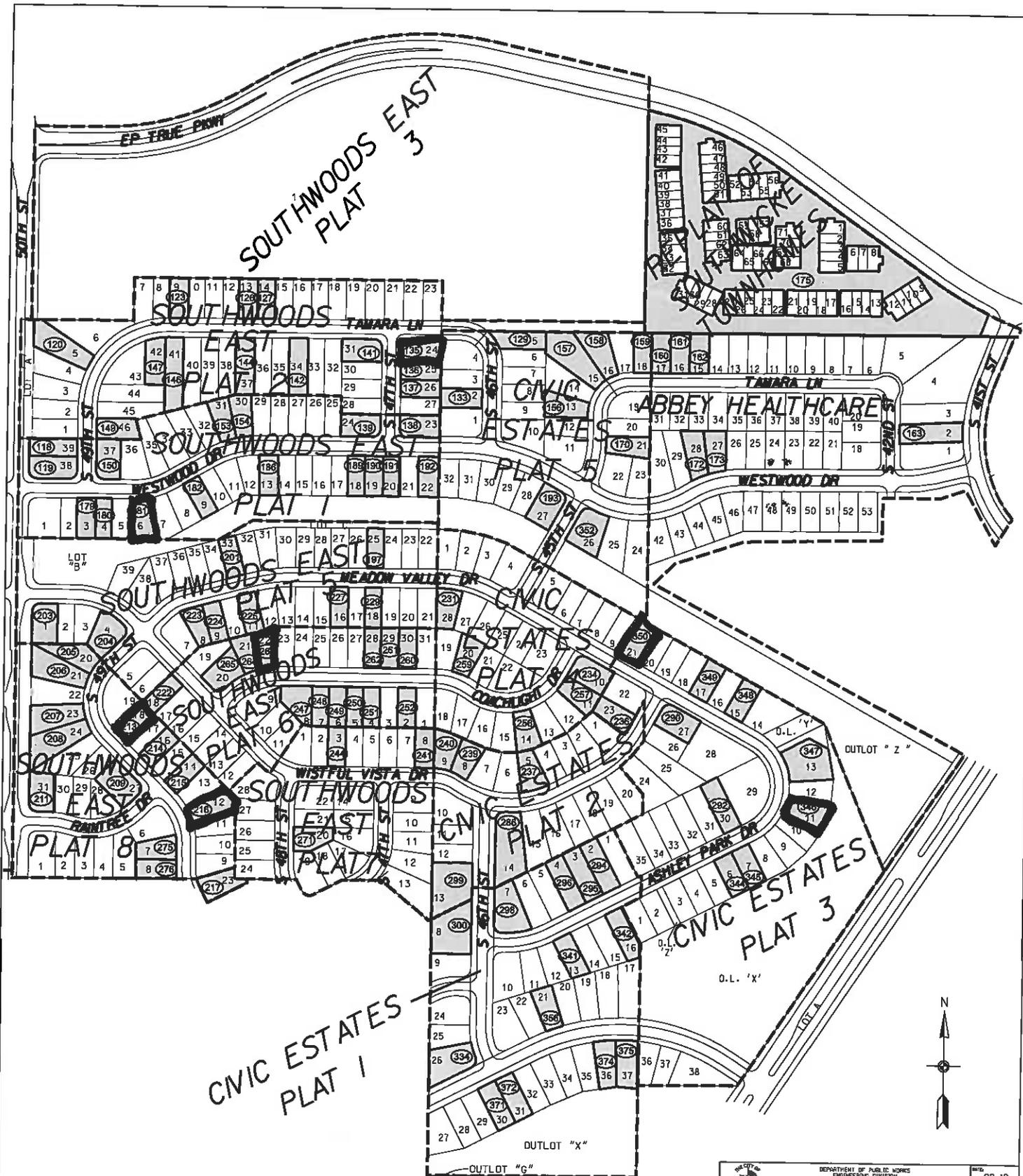


LEGEND

- 2011 SIDEWALK PROGRAM BOUNDARY
- ▒ PARCELS FOR SIDEWALK IMPROVEMENTS
- SUBDIVISION BOUNDARY
- ⊙ PROPERTY NUMBER

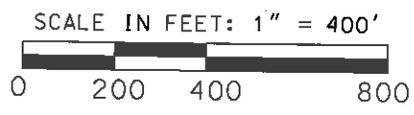


DEPARTMENT OF PUBLIC WORKS ENGINEERING DIVISION 508 S. 10TH STREET DALLAS, TEXAS 75202-3475 TEL. NO. 817-251-3000 FAX NO. 817-251-3476		SHEET NO. 02-12 REVISION
PROJECT: FINAL ASSESSMENT PLAT 2011 SIDEWALK IMPROVEMENT PROGRAM		
LOCATION: VARIOUS LOCATIONS POLK COUNTY AND DALLAS COUNTY		
DRAWN BY: MJA	CHECKED BY:	SCALE: 1" = 400'
PROJECT NO. 0510-011-2011		SHEET 2 OF 20

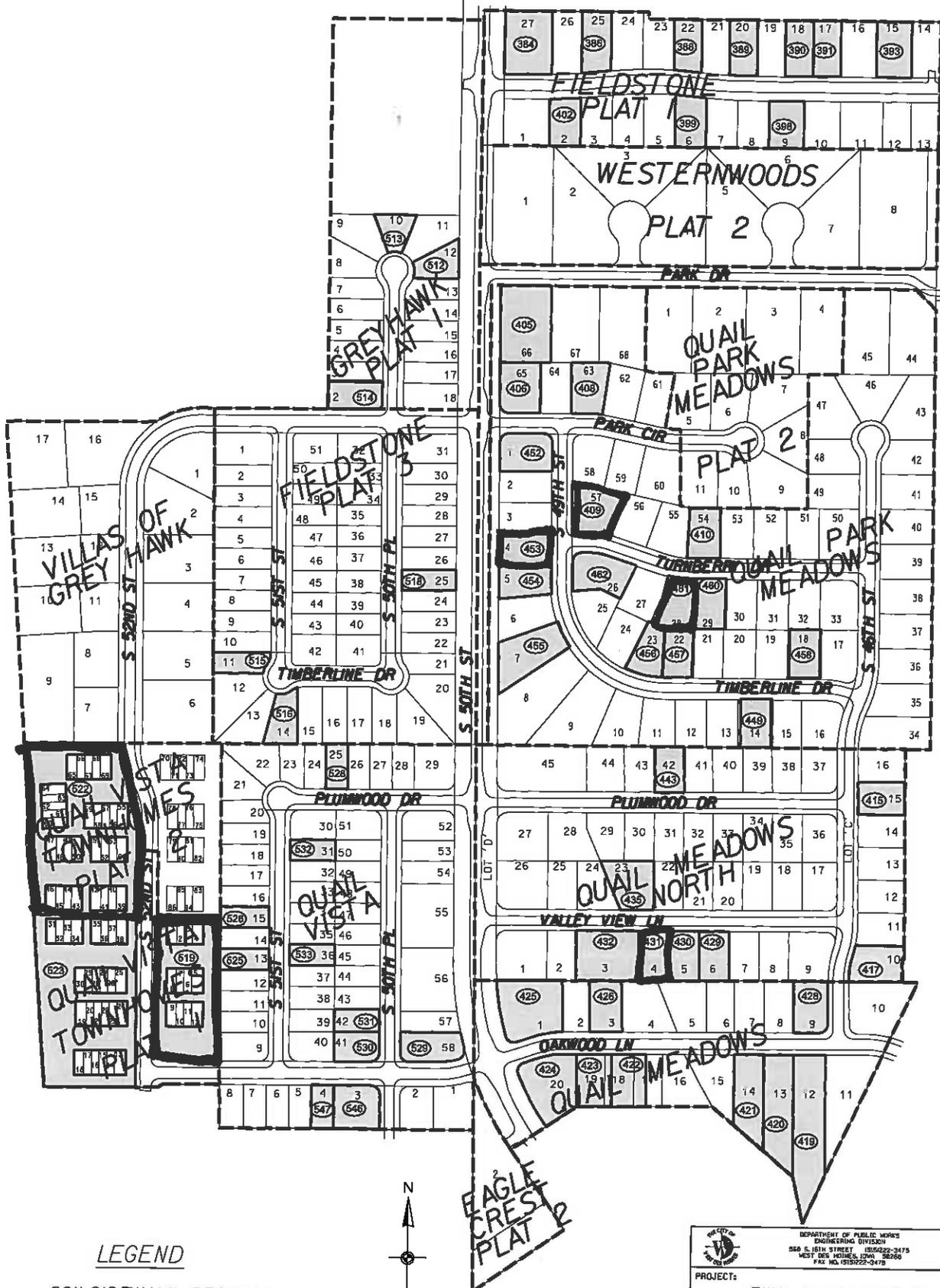


LEGEND

- 2011 SIDEWALK PROGRAM BOUNDARY
- PARCELS FOR SIDEWALK IMPROVEMENTS
- SUBDIVISION BOUNDARY
- ⊙ PROPERTY NUMBER



DEPARTMENT OF PUBLIC WORKS ENGINEERING DIVISION 500 E. MAIN STREET DALLAS, TEXAS 75202-3475 FAX NO. 972-222-3478		INFO: 02-12 DRAWN BY: MJA PROJECT NO. 0510-011-2011
PROJECT: FINAL ASSESSMENT PLAT 2011 SIDEWALK IMPROVEMENT PROGRAM		
LOCATION: VARIOUS LOCATIONS POLK COUNTY AND DALLAS COUNTY		
DRAWN BY: MJA PROJECT NO. 0510-011-2011	REVISION BY: SHEET: 1" = 400' SHT. 3 OF 20	



LEGEND

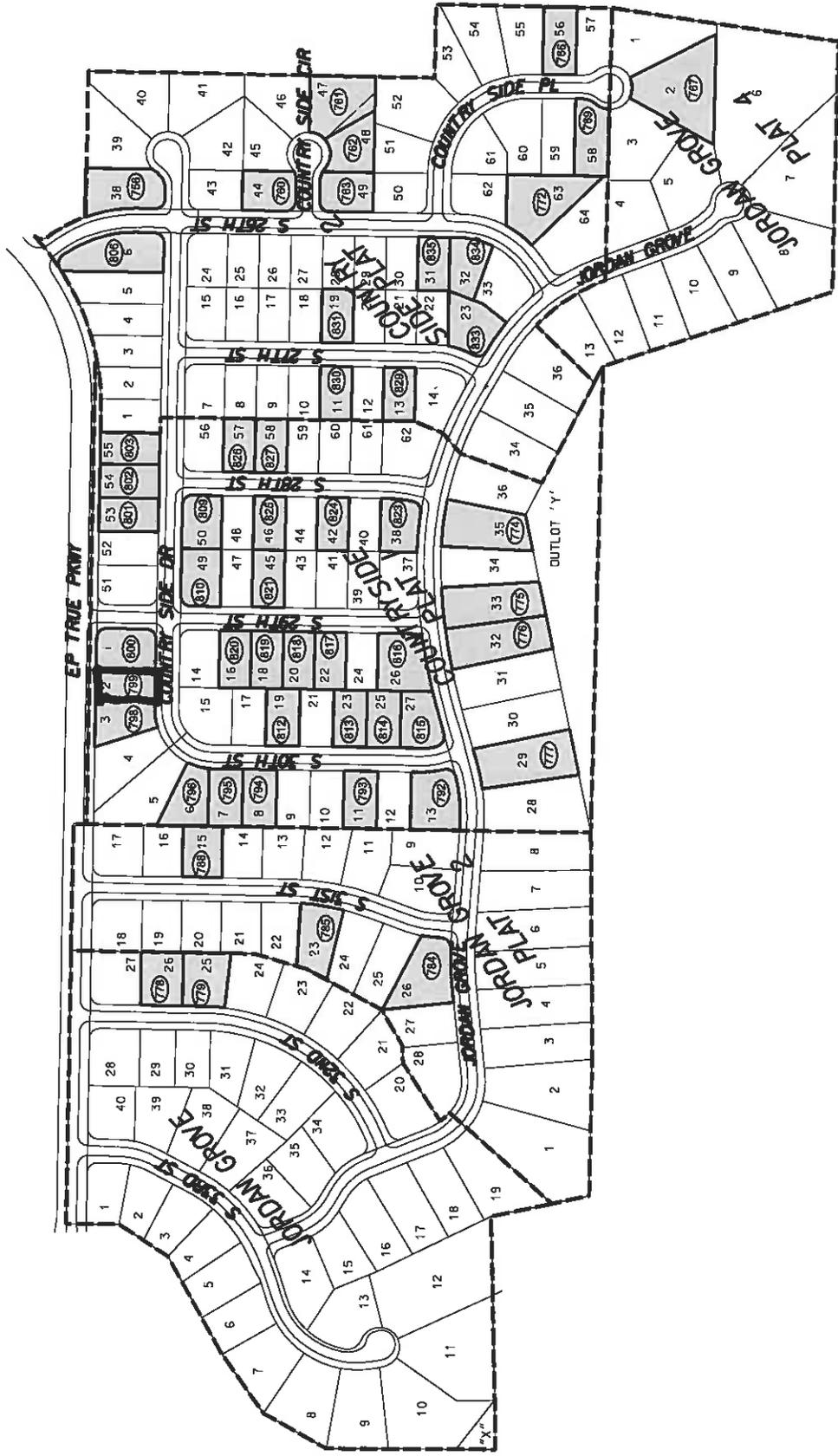
-  2011 SIDEWALK PROGRAM BOUNDARY
-  PARCELS FOR SIDEWALK IMPROVEMENTS
-  SUBDIVISION BOUNDARY
-  PROPERTY NUMBER



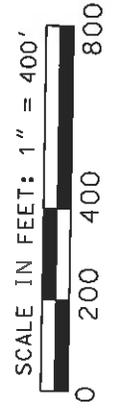
SCALE IN FEET: 1" = 400'



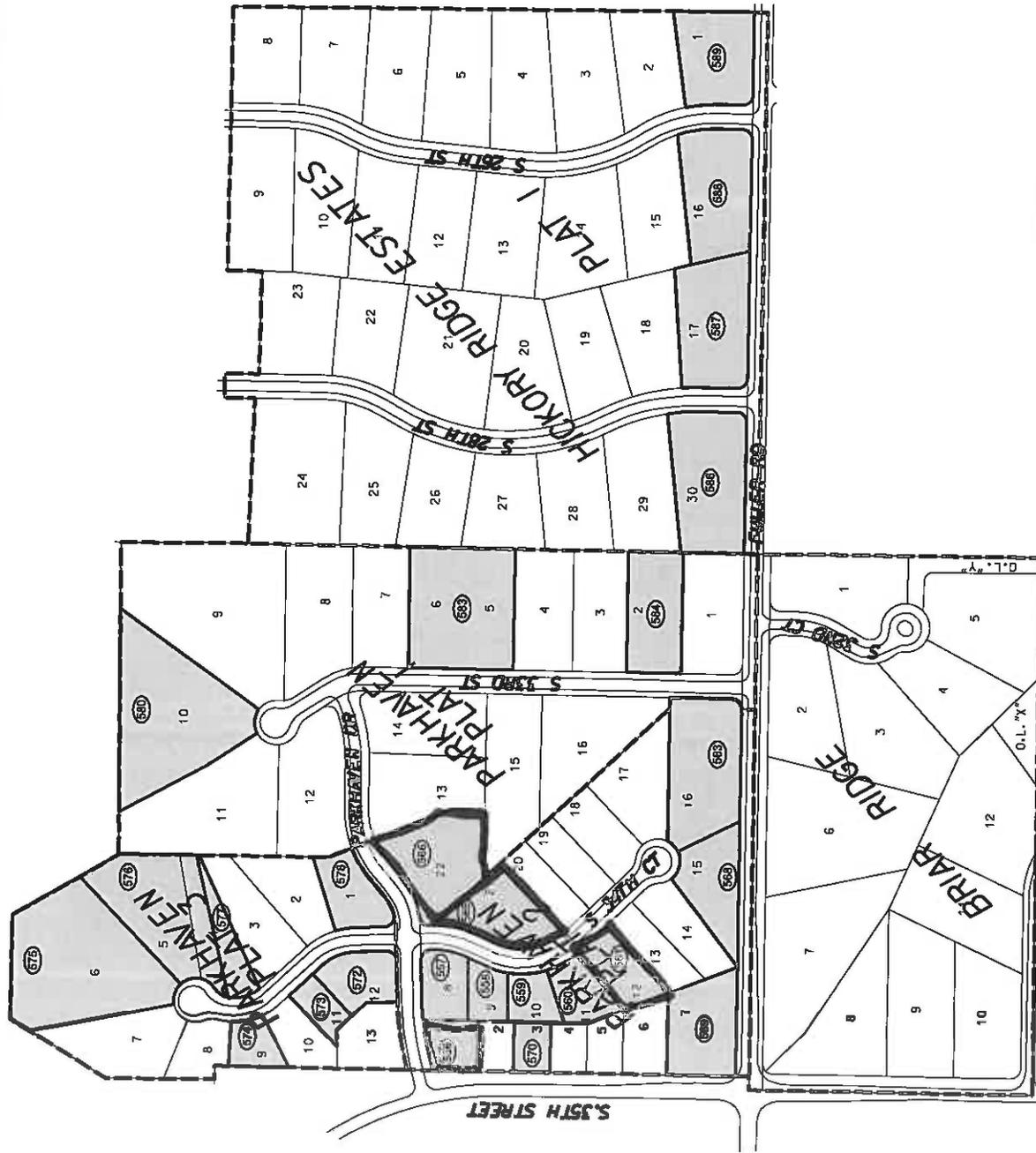
 DEPARTMENT OF PUBLIC WORKS ENGINEERING DIVISION 560 S. IRVING STREET, IRVING, TEXAS 75038 4697 WEST HICKORY, DFW, 75206 FAX NO. (972) 272-3478		DATE: 02-12 DRAWN:
PROJECT: FINAL ASSESSMENT PLAT 2011 SIDEWALK IMPROVEMENT PROGRAM		
LOCATION: VARIOUS LOCATIONS POLK COUNTY AND DALLAS COUNTY		
DRAWN BY: MJA	DESIGNED BY:	SCALE: 1" = 400'
PROJECT NO. 0510-011-2011		SHEET 5 OF 20



 SHAWMUT GROUP, INC. ENGINEERING DIVISION 2001 W. W. WALKER, SUITE 200 FORT WORTH, TEXAS 76102-3472 PHONE: 817.339.2470 FAX: 817.339.2472	DATE: 02-12 SHEET NO.: 20
PROJECT: FINAL ASSESSMENT PLAT 2011 SIDEWALK IMPROVEMENT PROGRAM	
LOCATION: VARIOUS LOCATIONS POLK COUNTY AND DALLAS COUNTY	
DRAWN BY: MJA	SCALE: 1" = 400' SHEET NO. 8 OF 20



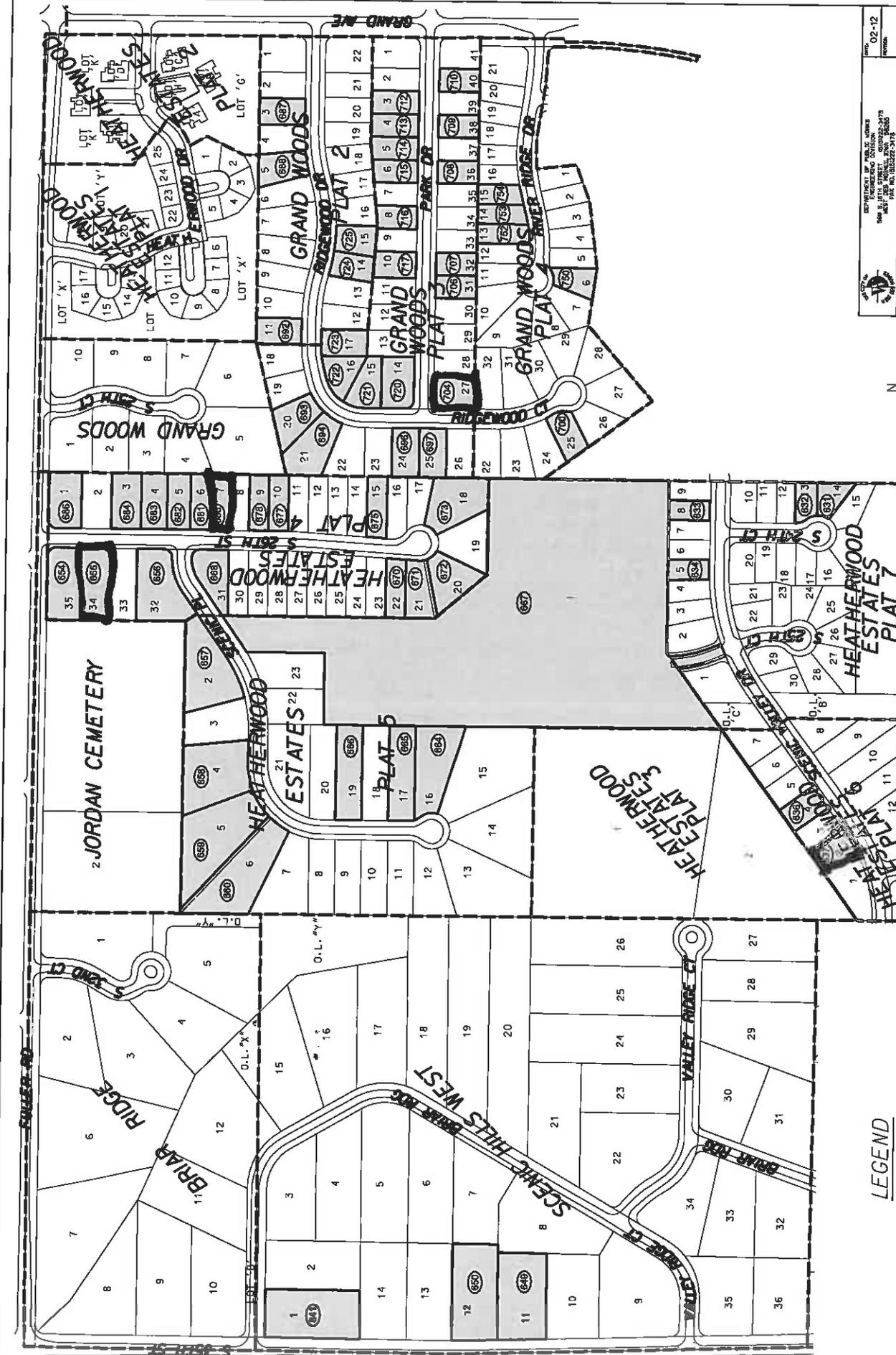
- LEGEND**
- 2011 SIDEWALK PROGRAM BOUNDARY
 - ▨ PARCELS FOR SIDEWALK IMPROVEMENTS
 - - - SUBDIVISION BOUNDARY
 - ⊙ PROPERTY NUMBER



	DATE	02-12
	REVISION	
PROJECT:		
FINAL ASSESSMENT PLAT		
2011 SIDEWALK IMPROVEMENT PROGRAM		
LOCATION:		
VARIOUS LOCATIONS POLK COUNTY AND DALLAS COUNTY		
DRAWN BY:	DESIGNED BY:	SCALE: 1" = 400'
MJA		
PROJECT NO. 0510-011-2011		SHT. 9 OF 20



- LEGEND**
- 2011 SIDEWALK PROGRAM BOUNDARY
 - ▬ PARCELS FOR SIDEWALK IMPROVEMENTS
 - - - SUBDIVISION BOUNDARY
 - (○) PROPERTY NUMBER



- LEGEND**
- 2011 SIDEWALK PROGRAM BOUNDARY
 - ▬ PARCELS FOR SIDEWALK IMPROVEMENTS
 - - - SUBDIVISION BOUNDARY
 - (000) PROPERTY NUMBER



	DEPARTMENT OF PUBLIC WORKS ENGINEERING DIVISION 500 WEST HICKORY AVENUE, FORT WORTH, TEXAS 76102-3978 FILE NO. 100222-3078	DATE: 02-12 SHEET:
	PROJECT: FINAL ASSESSMENT PLAT 2011 SIDEWALK IMPROVEMENT PROGRAM	LOCATION: VARIOUS LOCATIONS FOLK COUNTY AND DALLAS COUNTY

CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

DATE: March 9, 2015

ITEM: Westport Development Annexation, located west of Wendover Road and north of Mills Civic Parkway (approximately 63.25 acres) -Voluntary Annexation – City Initiated

Resolution - Approval of Voluntary Annexation

FINANCIAL IMPACT: Municipal services will be provided to the three properties within the annexation area. These properties are agricultural properties (including one residential dwelling), according to the Dallas County Assessor. (See Attachment A – Location Map and Attachment B, Exhibit B – Annexation Area). When the area develops, additional costs should be anticipated for these services. These costs would be offset through property taxes collected as development occurs. The property owner went through the City’s pre-application process and has indicated that he intends to develop the area as single family residential soon after annexation occurs. The provision of both sanitary sewer and water is likely to be extended at the time of development by the parties proposing the development. Road improvements may be necessary to accommodate future development in this general area.

SYNOPSIS: On January 14, 2015, staff received an application for annexation from Willis VanZee, manager of Westport Development, the owner of the three properties that are the subject of this annexation request. Staff sent letters to surrounding property owners to inquire about interest in joining this annexation. As of January 30, 2015, the deadline set to receive an answer from neighboring property owners, no additional property owners indicated that they wanted to be part of the annexation. Staff has continued with processing the annexation of property as submitted.

STAFF REVIEW AND COMMENT: This annexation of property is a 100% voluntary annexation. The 10-year Annexation Moratorium Agreement between West Des Moines and Waukee, which was executed on January 10, 2007, shows this property to be within the area that West Des Moines can annex.

NOTICING INFORMATION: Notices were sent to the City of Waukee, public utilities, County Boards of Supervisors, and other entities having interest in the annexation. Notification of the March 9, 2015, City Council public hearing was published in the Des Moines Register February 20, 2015, in the central distribution area, which includes Dallas County.

RECOMMENDATION: The Development & Planning City Council Subcommittee recommends the adoption of the resolution approving the voluntary annexation of the approximately 63.25 acres as proposed. Staff recommends the approval of the resolution.

Attachments:

- Attachment A - Location Map
- Attachment B - Resolution
- Exhibit A: Annexation Map
- Exhibit B: Legal Description

Lead Staff Member: Naomi Hamlett, AICP, Planner

STAFF REVIEWS

Department Director	Clyde E. Evans, Community & Economic Development Director	
Appropriations/Finance		
Legal		
Agenda Acceptance		

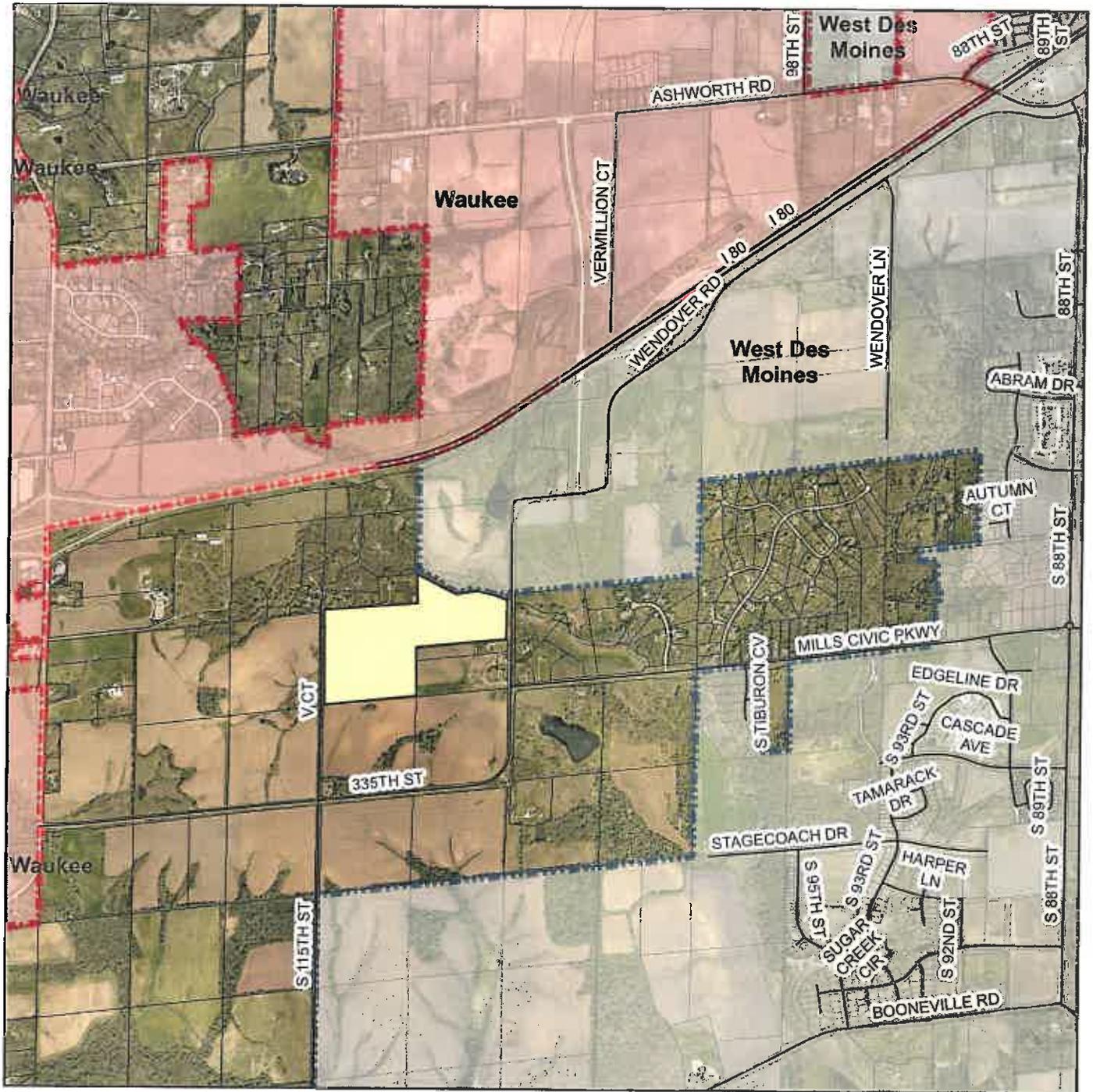
PUBLICATION(S) (if applicable)

Published In	Des Moines Register
Date(s) Published	February 20, 2015
Letter sent to surrounding property owners	No

SUBCOMMITTEE REVIEW (if applicable)

Committee	Development & Planning		
Date Reviewed	February 26, 2015		
Recommendation	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Split <input type="checkbox"/>

ATTACHMENT A
Location Map
Westport Development Annexation



Legend

-  **West Des Moines Corporate Limit**
-  **Waukee Corporate Limit**
-  **Area to be Annexed**

ATTACHMENT B

Prepared by: N Hamlett, Community & Economic Devt, PO Box 65320 West Des Moines IA 50265-0320 (515) 273-0770
When Recorded, Return to: City Clerk, City of West Des Moines, P.O. Box 65320, West Des Moines, IA 50265-0320

RESOLUTION APPROVING THE VOLUNTARY ANNEXATION OF PROPERTY

WHEREAS, the City of West Des Moines, State of Iowa, is a duly organized municipal corporation; and

WHEREAS, the City of West Des Moines, Iowa, has received an Application for Voluntary Annexation from the property owner of certain real estate under the ownership of said petitioner, located in Dallas County, Iowa, and shown on the map identified as Exhibit "A" attached hereto and made a part hereof and legally described as follows:

LEGAL DESCRIPTION

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

WHEREAS, such property collectively adjoins the City as required by Chapter 368, Code of Iowa, 2013;

WHEREAS, all required notification has been carried out pursuant to Chapter 368, Code of Iowa, 2013; and

WHEREAS, it is in the best interests of the City and public that said property be annexed to the City of West Des Moines, at this time; and

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

SECTION 1. The Applications for Voluntary Annexation are hereby approved and said property shown and described in Exhibit "A" and Exhibit "B" shall be annexed to the City of West Des Moines, Iowa, in accordance with Chapter 368, Code of Iowa, 2013, and such property shall hereinafter become and be part of the City of West Des Moines, Iowa.

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

PASSED AND ADOPTED on March 9, 2015.

Steven K. Gaer
Mayor

ATTEST:

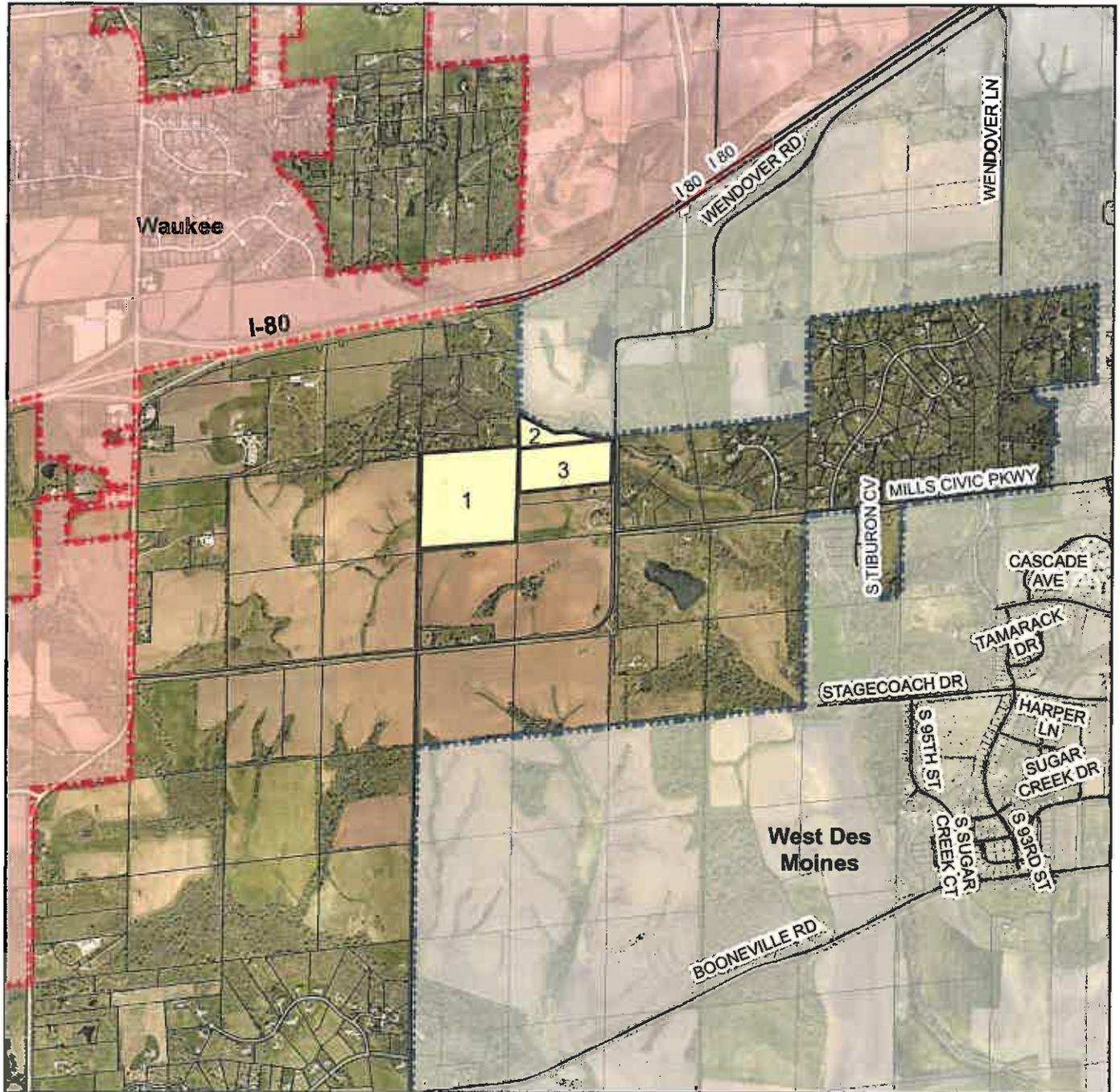
Ryan T. Jacobson
City Clerk

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 March 9, 2015, by the following vote:

ATTEST:

Ryan T. Jacobson
City Clerk

EXHIBIT A
Annexation Map
Westport Development Annexation



Legend

-  **West Des Moines Corporate Limit**
-  **Waukee Corporate Limit**
-  **Area to be Annexed**

- 1 PIN 16-16-100-006 Westport Development LLC
- 2 PIN 16-16-100-008 Westport Development LLC
- 3 PIN 16-16-100-009 Westport Development LLC

No Scale 

EXHIBIT B

LEGAL DESCRIPTION WESTPORT DEVELOPMENT ANNEXATION CITY OF WEST DES MOINES

A TRACT OF LAND LOCATED IN SECTION 16, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN, DALLAS COUNTY, IOWA, IS INCLUDED IN AN AREA BEING PETITIONED FOR ANNEXATION INTO THE CITY OF WEST DES MOINES, IOWA, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE 5TH PRINCIPAL MERIDIAN, DALLAS COUNTY, IOWA;

THENCE SOUTH, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 16, TO THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 16;

THENCE WEST, ALONG THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 16, TO THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 16;

THENCE SOUTH, ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 16, TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 16;

THENCE WEST, ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 16, TO THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 16;

THENCE NORTH, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 16, TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 16;

THENCE EAST, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 16, TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 16;

THENCE NORTH 01° 41' WEST (ASSUMED BEARING), ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 16, A DISTANCE OF 468.0 FEET;

THENCE SOUTH 60° 55' EAST (ASSUMED BEARING), A DISTANCE OF 155.8 FEET;

THENCE SOUTH 65° 52' EAST (ASSUMED BEARING), A DISTANCE OF 116.0 FEET;

THENCE SOUTH 55° 04' EAST (ASSUMED BEARING), A DISTANCE OF 287.3 FEET;

THENCE SOUTH 79° 21' EAST (ASSUMED BEARING), A DISTANCE OF 195.0 FEET;

THENCE NORTH 63° 19' EAST (ASSUMED BEARING), A DISTANCE OF 124.2 FEET;

THENCE SOUTH $74^{\circ} 09'$ EAST (ASSUMED BEARING), A DISTANCE OF 348.3 FEET, TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 16;

THENCE EAST, ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 16, TO THE POINT OF BEGINNING.

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

DATE: March 9, 2015

ITEM:

- Public Hearing (5:35 p.m.)
2015 HMA Resurfacing Program

FINANCIAL IMPACT:

The Engineering Estimate of construction cost was estimated to be \$968,316.75 for the 2015 HMA Resurfacing Program. There were two (2) bids submitted with the low bid of \$957,141.47 being submitted by Des Moines Asphalt and Paving Co. of Ankeny, Iowa. Payments will be made from budgeted account no. 4286.75.820.6.7910.

BACKGROUND:

This project will resurface various locations in the City of West Des Moines. Types of work including approximately 630 tons of 1 million ESAL ½" Hot Mix Asphalt (HMA) surface course, 153 tons of 1 million ESAL ½" HMA leveling course, 2,323 tons of 3 million ESAL ½" Hot Mix Asphalt (HMA) surface course, 2,325 tons of 3 million ESAL ½" Hot Mix Asphalt (HMA) intermediate course, 350 tons of 3 million ESAL ½" Hot Mix Asphalt (HMA) leveling course, 4,046 square yards of grinding butt joints, 7,561 square yards of surface milling, surface cleaning/tack coat, 1,042 square yards of PCC full depth patching, HMA full depth patching, HMA partial depth patching, , fixture adjustments, pavement markings, traffic control, and miscellaneous items. This project is scheduled to be completed by October 1, 2015.

RECOMMENDATION:

City Council Adopt:

- Resolution Adopting Plans, Specifications, Form of Contract, and Estimate of Costs;
- Motion receiving and filing Report of Bids;
- Resolution Awarding the Construction Contract to Des Moines Asphalt and Paving Co.

Lead Staff Member: Jeff Nash, P.E. *JLN*

STAFF REVIEWS

Department Director	Bret Hodne, Public Works Director <i>BH</i>
Appropriations/Finance	Tim Stiles, Finance Director <i>TS</i>
Legal	Richard Scieszinski, City Attorney
Agenda Acceptance	<i>fn</i>

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Works		
Date Reviewed	March 2, 2015		
Recommendation	Yes	No	Split

RESOLUTION

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST DES MOINES,
APPROVING Adopting Plans, Specifications, Form of Contract, and Estimate of Cost**

WHEREAS, on February 23, 2015, Plans, Specifications, Form of Contract, and Estimate of Cost were filed with the City Clerk for the following described public improvement:

**2015 HMA Resurfacing Program
Project No. 0510-007-2015**

and,

WHEREAS, notice of hearing on Plans, Specifications, Form of Contract, and Estimate of Cost for said public improvements was published as required by law;

therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA, that the Plans, Specifications, Form of Contract, and Estimate of Cost for said public improvement are hereby approved.

PASSED AND ADOPTED this 9th day of **March, 2015**.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson
City Clerk

RESOLUTION

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST DES MOINES,
APPROVING Awarding Contract**

WHEREAS, the City Council of the City of West Des Moines has heretofore directed advertisement for bids for the following described public improvement:

**2015 HMA Resurfacing Program
Project No. 0510-007-2015**

and,

WHEREAS, bids have been received and opened by the City Clerk and placed on file by the City Council.

and,

WHEREAS, the bid of Des Moines Asphalt and Paving Co. in the amount of \$957,141.47 is the lowest responsive, responsible bid received for said public improvement,

therefore;

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA, that a contract for the 2015 HMA Resurfacing Program is hereby awarded to Des Moines Asphalt and Paving Co. in the amount of \$957,141.47 and the bond of said bidder for the project is hereby fixed in the same amount.

BE IT FURTHER RESOLVED that the City Engineer is authorized and directed to return bid bond(s) and/or check(s) to any unsuccessful bidder.

BE IT FURTHER RESOLVED that work on said project may commence as soon as the final contract and bond have been approved by the City Engineer and have been signed by the City Manager or Deputy City Manager after the contractor is given a written notice to proceed by the City Engineer.

PASSED AND ADOPTED this 9th day of March, 2015.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson
City Clerk



BID TABULATION
2015 HMA RESURFACING PROGRAM
Project No. 0510-007-2015

Engineer's Estimate

Bidder No. 1:

Des Moines Asphalt & Paving
 2401 SE Tones Dr., Suite 13
 Ankeny, IA 50021

Bidder No. 2:

Grimes Asphalt & Paving Corp.
 P.O. Box 3374, 5550 NE 22nd Street
 Des Moines, IA 50316

Description	Unit	Estimated Quantity	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
Fixture Adjustments								
100 Sewer Manholes (Re-use Casting & Adjust W/ Concrete Rings)	EA.	4	\$750.00	\$3,000.00	\$1,625.00	\$6,500.00	\$550.00	\$2,200.00
110 Sewer Manholes (Replace Casting & Adjust W/ Concrete Rings)	EA.	4	\$1,500.00	\$6,000.00	\$2,230.00	\$8,920.00	\$2,450.00	\$9,800.00
120 Utility Manholes (Adjust W/ Concrete Rings)	EA.	2	\$750.00	\$1,500.00	\$510.00	\$1,020.00	\$250.00	\$500.00
130 PCC 5' x 5' Manhole Boxouts	EA.	11	\$1,500.00	\$16,500.00	\$1,600.00	\$17,600.00	\$1,400.00	\$15,400.00
140 Water Valve Box Adjustment	EA.	7	\$150.00	\$1,050.00	\$55.00	\$385.00	\$250.00	\$1,750.00
150 Retro to Slide Type Water Valve Top Replacement	EA.	1	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00
160 Intake Castings, M-A & M-C (1 1/2" Risers)	EA.	1	\$400.00	\$400.00	\$325.00	\$325.00	\$600.00	\$600.00
170 Intake Castings, M-D & M-E (1 1/2" Risers)	EA.	15	\$650.00	\$9,750.00	\$650.00	\$9,750.00	\$700.00	\$10,500.00
180 Gas Valve Box Adjustment	EA.	1	\$200.00	\$200.00	\$90.00	\$90.00	\$180.00	\$180.00
Excavation, Backfill, Grading and Shoulders								
200 Not Used								
Street Patching and Pavement Repair								
300 PCC Full Depth Patches (M-4)	SY	942	\$125.00	\$117,750.00	\$135.00	\$127,170.00	\$143.00	\$134,706.00
310 PCC Full Depth Patches (IA DOT 5 Hr. PCC Mix)	SY	100	\$185.00	\$18,500.00	\$185.00	\$18,500.00	\$161.00	\$16,100.00
320 HMA Full Depth Patches	SY	50	\$75.00	\$3,750.00	\$90.00	\$4,500.00	\$150.00	\$7,500.00
330 HMA Partial Depth Patches	SY	196	\$60.00	\$11,760.00	\$50.00	\$9,800.00	\$56.00	\$10,976.00
340 4" Sidewalk Replacement and Removal	SY	57	\$60.00	\$3,420.00	\$76.00	\$4,332.00	\$163.00	\$9,291.00
350 6" Sidewalk Replacement and Removal	SY	25	\$70.00	\$1,750.00	\$81.00	\$2,025.00	\$192.00	\$4,800.00
360 2' x 4' Truncated Dome Panels	EA.	4	\$300.00	\$1,200.00	\$310.00	\$1,240.00	\$450.00	\$1,800.00
370 Replace Top Beams and Castings Only (M-D & M-E)	EA.	1	\$4,000.00	\$4,000.00	\$2,800.00	\$2,800.00	\$3,700.00	\$3,700.00
380 Replace Top Beams and Castings Only (M-A & M-C)	EA.	1	\$3,000.00	\$3,000.00	\$1,800.00	\$1,800.00	\$2,800.00	\$2,800.00
Surface Preparation For HMA Resurfacing								
400 Surface Cleaning/Tack Coat	SY	31,926	\$0.75	\$23,944.50	\$0.50	\$15,963.00	\$0.50	\$15,963.00
410 Tack Coat	SY	26,653	\$0.20	\$5,330.60	\$0.25	\$6,663.25	\$0.10	\$2,665.30
420 Surface Milling	SY	7,561	\$4.25	\$32,134.25	\$4.80	\$36,292.80	\$5.25	\$39,695.25
430 Grinding-Butt Joints	SY	4,046	\$10.00	\$40,460.00	\$10.35	\$41,876.10	\$10.00	\$40,460.00
Hot Mix Asphalt (HMA)								
500 1/2" HMA Surface Course (1 million ESAL) (65% Crushed)	TON	630	\$97.00	\$61,110.00	\$97.00	\$61,110.00	\$98.00	\$61,740.00
510 1/2" HMA Leveling Course (1 million ESAL) (65% Crushed)	TON	153	\$97.00	\$14,841.00	\$97.00	\$14,841.00	\$98.00	\$14,994.00
520 1/2" HMA Surface Course (3 million ESAL) (75% Crushed)	TON	2,323	\$97.00	\$225,331.00	\$97.00	\$225,331.00	\$98.00	\$227,654.00
530 1/2" HMA Intermediate Course (3 million ESAL) (75% Crushed)	TON	2,325	\$97.00	\$225,525.00	\$97.00	\$225,525.00	\$98.00	\$227,850.00
540 1/2" HMA Leveling Course (3 million ESAL) (75% Crushed)	TON	350	\$97.00	\$33,950.00	\$97.00	\$33,950.00	\$98.00	\$34,300.00
Traffic Control								
600 Traffic Control	LS	1	\$75,000.00	\$75,000.00	\$55,000.00	\$55,000.00	\$50,000.00	\$50,000.00
Painted Pavement Markings								
700 Broken White Line 4" (Equivalent)	Sta.	16.76	\$70.00	\$1,173.20	\$43.00	\$720.68	\$44.00	\$737.44
710 Double Yellow Lines 4"-8"-4" (Equivalent)	Sta.	88.34	\$70.00	\$6,183.80	\$43.00	\$3,798.62	\$44.00	\$3,886.96
720 Solid White Line 4" (Equivalent)	Sta.	8.62	\$70.00	\$603.40	\$43.00	\$370.66	\$44.00	\$379.28
730 Left Turn Arrow	EA.	11	\$110.00	\$1,210.00	\$125.00	\$1,375.00	\$126.50	\$1,391.50
740 Right Turn Arrow	EA.	4	\$110.00	\$440.00	\$125.00	\$500.00	\$126.50	\$506.00
750 White Stop Bar	EA.	1	\$250.00	\$250.00	\$370.00	\$370.00	\$385.00	\$385.00
760 White Pedestrian Crossing	EA.	2	\$400.00	\$800.00	\$473.68	\$947.36	\$495.00	\$990.00
Traffic Signal Items								
800 Traffic Detection Loops	EA.	15	\$1,000.00	\$15,000.00	\$950.00	\$14,250.00	\$950.00	\$14,250.00
Total Project Cost				\$968,316.75	\$957,141.47	\$971,950.73		



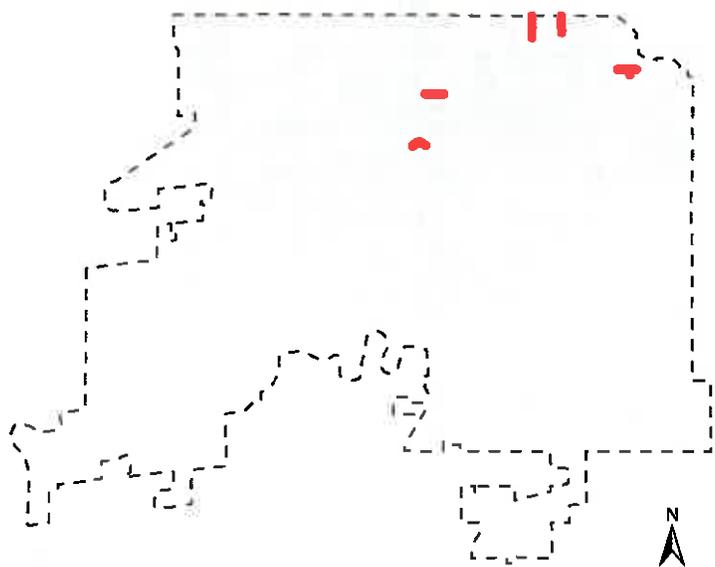
I hereby certify that this is a true tabulation of bids received on March 4, 2015 by the City of West Des Moines, Iowa 50265, and that I am a duly licensed professional engineer under the laws of the state of Iowa.

Jeffrey L. Nash
 Jeffrey L. Nash, P.E.
 Iowa Reg. No. 11453
 Registration Expires December 31, 2016
 Pages covered by this Seal: All Sheets

3-4-15
 Date



VICINITY MAP



LEGEND

PROJECT LOCATIONS 



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

PROJECT:		2015 HMA RESURFACING PROGRAM 0510-007-2015	
LOCATION:		VARIOUS	
DRAWN BY:	REF	DATE:	2/12/2015
		SHT.	1 OF 1

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

6(c)

DATE: March 9, 2015

- ITEM:** Public Hearing – 2015 Concrete Trail Renovation:
1. Resolution – Approval of Plans and Specifications
 2. Motion – Receive and File Report of Bids
 3. Resolution – Approve Contract

FINANCIAL IMPACT: Total expense of \$184,734.60 to be paid out of the following C.I.P. account: Miscellaneous Trail Improvements (6996.75.840.6.7910). The estimate for the project was \$207,695.35. There is \$213,000 available for concrete and asphalt trail renovation in FY 14-15.

BACKGROUND: The Council is asked to approve the plans and specifications for the 2015 Concrete Trail Renovation project and to receive and file the report of bids that is attached. Five bids were received for the project. The lowest responsible bid of \$184,734.60 was submitted by Iowa State Contractors, Inc. of Ottumwa, Iowa.

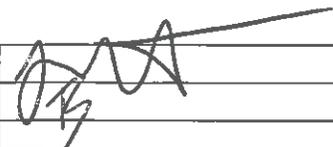
The project involves repair and replacement of portions of existing concrete trail located in several areas of the city. The locations are shown on the attached map. The areas being addressed were identified as a high priority following the inspection of the entire trail system in the fall of 2014 by City staff. The majority of defects in the existing trail involve deflections and cracking of the concrete trail surface. Defective areas of the trail are being replaced with 6" thick reinforced PCC (Portland Cement Concrete) to help prevent future problems. This will further extend the life of the new trail.

OUTSTANDING ISSUES: None.

RECOMMENDATION: That the Council hold the public hearing and pass the resolution to approve the plans and specifications, move to receive and file the report of bids, and award the contract for the 2015 Concrete Trail Renovation project in the amount of \$184,734.60.

Lead Staff Member: Sally Ortgies 

STAFF REVIEWS

Department Director	
Appropriations/Finance	
Legal	
Agenda Acceptance	

PUBLICATION(S) (if applicable)

Published In	Des Moines Register
Dates(s) Published	February 27, 2015

SUBCOMMITTEE REVIEW (if applicable)

Committee	N/A		
Date Reviewed			
Recommendation	Yes	No	Split

**Resolution Adopting Plans,
Specifications, Form of Contract, and
Estimate of Cost**

WHEREAS, on February 23, 2015 Plans, Specifications, Form of Contract, and Estimate of Cost were filed with the City Clerk for the following described public improvement:

2015 Concrete Trail Renovation

and,

WHEREAS, notice of hearing on Plans, Specifications, Form of Contract, and Estimate of Cost for said public improvements was published as required by law;

therefore

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA, that the Plans, Specifications, Form of Contract, and Estimate of Cost for said public improvement are hereby approved.

PASSED AND APPROVED this 9th day of March, 2015.

Steven K. Gaer, Mayor

ATTEST:

Ryan Jacobson, City Clerk

Resolution Approving Contract

WHEREAS, the City Council of the City of West Des Moines has heretofore directed advertisement for bids for the following described public improvement:

2015 Concrete Trail Renovation Project

and,

WHEREAS, bids have been received and opened by the City Clerk, Deputy City Clerk, or designee and placed on file by the City Council.

and,

WHEREAS, the bid of Iowa State Contractors, Inc. of Ottumwa, Iowa in the amount of \$184,734.60 is the lowest responsible bid received for said public improvement, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA, that a contract for the 2015 Concrete Trail Renovation Project is hereby awarded to Iowa State Contractors, Inc. in the amount of \$184,734.60 and the bond of said bidder for the project is hereby fixed in the same amount.

BE IT FURTHER RESOLVED that the Director of Parks and Recreation is authorized and directed to return bid bonds and/or checks to any unsuccessful bidder.

BE IT FURTHER RESOLVED that work on said project may commence as soon as the final contract and bond have been approved by the Director of Parks and Recreation and have been signed by the Director of Finance and after the contractor is given a written notice to proceed by the Director of Parks and Recreation.

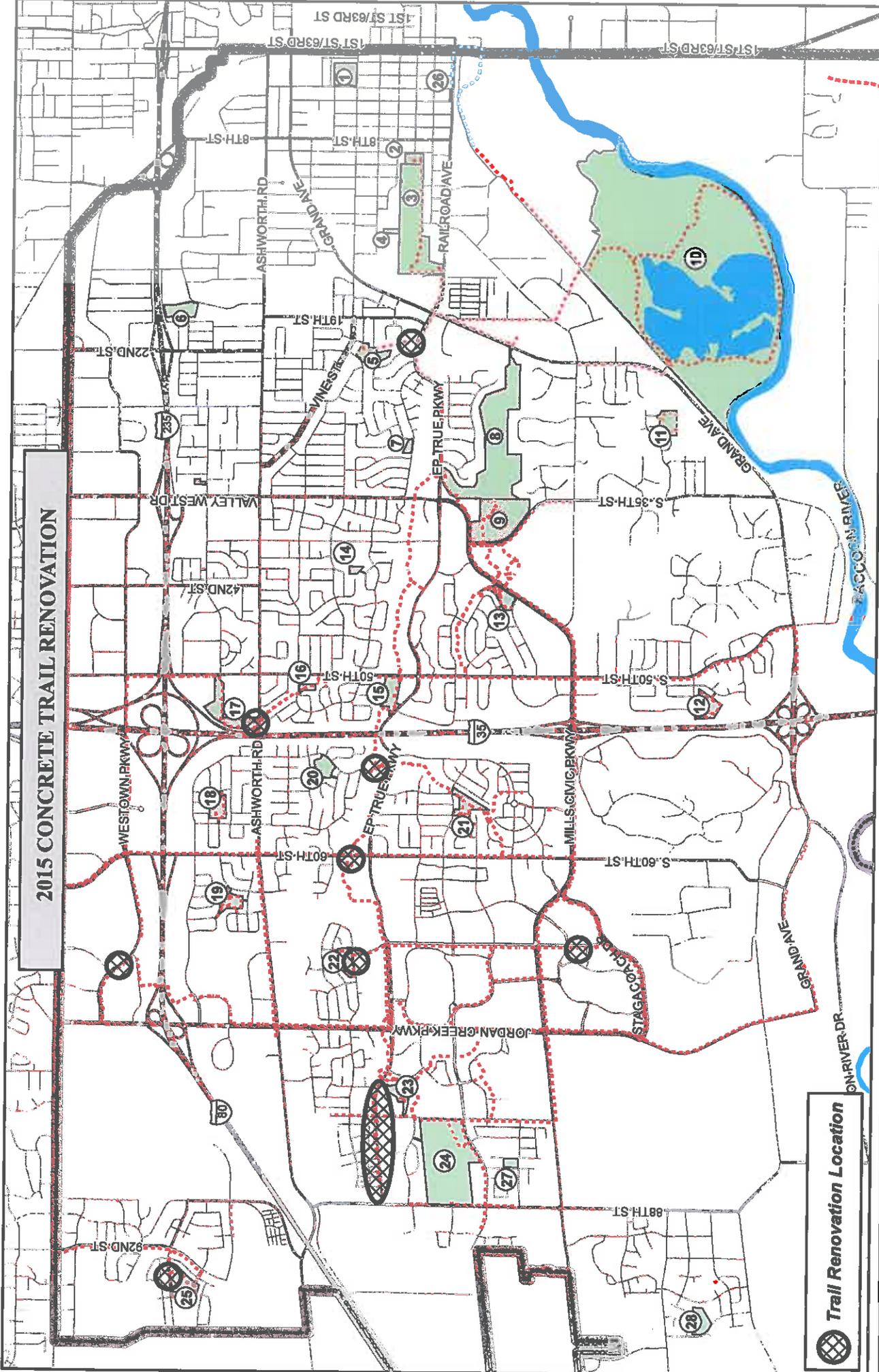
PASSED AND APPROVED this 9th day of May, 2015.

Steven K. Gaer, Mayor

ATTEST:

Ryan Jacobson, City Clerk

2015 CONCRETE TRAIL RENOVATION

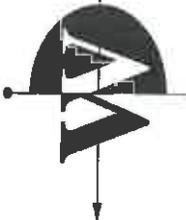


Trail Renovation Location

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

- City Limit
- Water Areas
- City Parks
- Streets
- Existing Trails





2015 Concrete Trail Renovation Project

Project # PR - 02- 2015
 Bid Tabulation 3/4/15, 2:00 pm
 City of West Des Moines

I hereby certify that this is a true and correct tabulation of bids received on March 4, 2015 for the 2015 Concrete Trail Renovation Project in West Des Moines, IA
 David R. Sadler, PLA License #381
 3/4/15
 Date

TRAIL RENOVATION (Sheet L1-L11)

BASE BID	UNIT	QUAN.	ESTIMATE			Iowa State Contractors, Inc Ottumwa, IA			Concrete Connection, LLC WDM, IA			Hill Contracting WDM, IA			Kingston Services, LLC WDM, IA			The Concrete Company Grimes, IA		
			UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL		
1. Mobilization	LS	1	\$ 8,000.00	\$ 8,000.00	\$ 10,000.00	\$ 10,000.00	\$ 7,500.00	\$ 7,500.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 16,500.00	\$ 16,500.00	\$ 10,500.00	\$ 10,500.00	\$ 10,500.00	\$ 10,500.00		
2. Traffic Control	LS	1	\$ 4,000.00	\$ 4,000.00	\$ 1,500.00	\$ 1,500.00	\$ 5,000.00	\$ 5,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00		
3. Concrete Removal	SF	16,548	\$ 1.00	\$ 16,548.00	\$ 1.00	\$ 16,548.00	\$ 1.25	\$ 20,685.00	\$ 1.00	\$ 16,548.00	\$ 1.00	\$ 16,548.00	\$ 2.00	\$ 33,096.00	\$ 2.50	\$ 41,370.00	\$ 2.50	\$ 41,370.00		
4. Man-hole Adjustment w/ new 3-pieces casting	EA	1	\$ 1,500.00	\$ 1,500.00	\$ 2,200.00	\$ 2,200.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,400.00	\$ 1,400.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00		
5. Excavation and 6" Subgrade Prep	SF	18,203	\$ 0.80	\$ 14,562.40	\$ 0.55	\$ 10,011.65	\$ 0.75	\$ 13,652.25	\$ 0.25	\$ 4,550.75	\$ 1.00	\$ 18,203.00	\$ 1.00	\$ 18,203.00	\$ 1.75	\$ 31,855.25	\$ 1.75	\$ 31,855.25		
6. 6" Reinforced PCC Patch	SF	16,548	\$ 5.25	\$ 86,877.00	\$ 5.75	\$ 95,151.00	\$ 4.75	\$ 78,603.00	\$ 4.50	\$ 74,466.00	\$ 6.50	\$ 107,562.00	\$ 6.50	\$ 107,562.00	\$ 6.95	\$ 115,008.60	\$ 6.95	\$ 115,008.60		
7. Site Restoration - Sod	SF	10,635	\$ 1.50	\$ 15,952.50	\$ 0.25	\$ 2,658.75	\$ 1.50	\$ 15,952.50	\$ 0.45	\$ 4,785.75	\$ 0.80	\$ 8,508.00	\$ 0.80	\$ 8,508.00	\$ 1.85	\$ 17,547.75	\$ 1.85	\$ 17,547.75		
8. Site Restoration - Seeding	SF	5,825	\$ 1.00	\$ 5,825.00	\$ 0.20	\$ 1,125.00	\$ 1.00	\$ 5,825.00	\$ 0.10	\$ 582.50	\$ 0.10	\$ 582.50	\$ 0.10	\$ 582.50	\$ 1.15	\$ 6,488.75	\$ 1.15	\$ 6,488.75		
Subtotal				\$ 153,064.90																
5% Contingency				\$ 7,653.25																
TOTAL				\$ 160,718.15		\$ 139,194.40		\$ 148,917.75		\$ 113,913.00		\$ 185,704.50		\$ 238,250.35						

60TH ST UNDERPASS (Sheet L12)

BASE BID	UNIT	QUAN.	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
2. Traffic Control	LS	1	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 7,500.00	\$ 7,500.00
3. Concrete Removal	SF	5,145	\$ 1.00	\$ 5,145.00	\$ 1.00	\$ 5,145.00	\$ 2.00	\$ 10,290.00	\$ 2.00	\$ 10,290.00	\$ 2.50	\$ 12,862.50	\$ 2.00	\$ 10,290.00	\$ 2.50	\$ 12,862.50
4. Excavation and 6" Subgrade Prep	SF	5,544	\$ 0.80	\$ 4,435.20	\$ 0.55	\$ 3,049.20	\$ 1.00	\$ 5,544.00	\$ 1.00	\$ 5,544.00	\$ 1.00	\$ 5,544.00	\$ 1.00	\$ 5,544.00	\$ 1.75	\$ 9,702.00
5. 6" Reinforced PCC Patch	SF	1,620	\$ 5.25	\$ 8,505.00	\$ 5.75	\$ 9,315.00	\$ 4.75	\$ 7,695.00	\$ 4.75	\$ 7,695.00	\$ 7.50	\$ 12,150.00	\$ 6.50	\$ 10,530.00	\$ 6.95	\$ 11,259.00
6. 6" Reinforced PCC - Railing Patch	SF	3,420	\$ 6.25	\$ 21,375.00	\$ 6.25	\$ 21,375.00	\$ 5.50	\$ 18,810.00	\$ 5.50	\$ 18,810.00	\$ 10.00	\$ 34,200.00	\$ 8.00	\$ 27,360.00	\$ 7.65	\$ 26,163.00
7. Site Restoration - Seeding	SF	780	\$ 1.00	\$ 780.00	\$ 0.20	\$ 156.00	\$ 1.50	\$ 1,170.00	\$ 1.00	\$ 780.00	\$ 1.00	\$ 780.00	\$ 0.10	\$ 78.00	\$ 1.15	\$ 897.00
Subtotal				\$ 44,740.20		\$ 45,540.20		\$ 47,509.00		\$ 85,536.50		\$ 199,446.50		\$ 254,506.50		\$ 314,208.85
5% Contingency				\$ 2,237.01												
TOTAL				\$ 46,977.21		\$ 207,685.36		\$ 186,734.60		\$ 195,526.75		\$ 199,446.50		\$ 254,506.50		\$ 314,208.85

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

ITEM:DATE: March 9, 2015

Public Hearing (5:35 p.m.)
Grand Prairie Parkway Tree Cutting
Mills Civic Parkway to Wendover Road

FINANCIAL IMPACT:

The Engineering Estimate of Construction Costs was estimated to be \$105,000.00 for the Grand Prairie Parkway Tree Cutting Project. There were three (3) bids submitted with the low bid of \$99,800.00 being submitted by Spring Lake Construction. Payments will be paid from budgeted account no. 4287.75.820.6.7910 with the ultimate funding intended to come from General Obligation Bonds.

BACKGROUND:

This Public Hearing is on the matter of adoption of Plans, Specifications, Form of Contract, and Estimate of Costs for the Grand Prairie Parkway Tree Cutting Project. Upon completion of the Public Hearing, a Resolution should be passed adopting the Plans and Specifications, Form of Contract, Estimate of Costs, and awarding the contract to Spring Lake Construction.

The trees will be cut by March 31, 2015. The project is scheduled to be completed by April 17, 2015.

OUTSTANDING ISSUES:

None.

RECOMMENDATION:

City Council Adopt:

- Resolution adopting Plans, Specifications, Form of Contract, and Estimate of Costs;
- Motion receiving and filing Report of Bids;
- Resolution awarding the construction contract to Spring Lake Construction.

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	

PUBLICATION(S) (if applicable)

Published In	Des Moines Register
Dates(s) Published	February 28, 2015

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Works		
Date Reviewed	March 2, 2015		
Recommendation	Yes	No	Split

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, APPROVING Adopting Plans, Specifications, Form of Contract, and Estimate of Costs

WHEREAS, on February 23, 2015, Plans Specifications, Form of Contract, and Estimate of Costs were filed with the City Clerk for the following described public improvement:

**Grand Prairie Parkway Tree Cutting
Project No. 0510-024-2015**

and,

WHEREAS, notice of hearing on Plans, Specifications, Form of Contract, and Estimate of Costs for said public improvements were published as required by law.

therefore;

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA, that Plans, Specifications, Form of Contract, and Estimate of Costs for said Public Improvement are hereby approved.

PASSED AND ADOPTED this 9th day of March, 2015.

ATTEST:

Steven K. Gaer, Mayor

Ryan T. Jacobson, City Clerk

RESOLUTION

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST DES MOINES,
APPROVING Awarding Contract**

WHEREAS, the City Council of the City of West Des Moines has heretofore directed advertisement for bids for the following described public improvement:

**Grand Prairie Parkway Tree Cutting
Project No. 0510-024-2015**

and,

WHEREAS, bids have been received and opened by the City Clerk and placed on file by the City Council.

and,

WHEREAS, the bid of Spring Lake Construction in the amount of \$99,800.00 was the lowest responsible bid received for said public improvement,

therefore;

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA, that a contract for the Grand Prairie Parkway Tree Cutting Project is hereby awarded to Spring Lake Construction in the amount of \$99,800.00 and the bond of said bidder for the project is hereby fixed in the same amount.

BE IT FURTHER RESOLVED that the City Engineer is authorized and directed to return bid bond(s) and/or check(s) to any unsuccessful bidder.

BE IT FURTHER RESOLVED that work on said project may commence as soon as the final contract and bond have been approved by the City Engineer and have been signed by the City Clerk and after the contractor is given a written notice to proceed by the City Engineer.

PASSED AND ADOPTED on this 9th day of March, 2015.

ATTEST:

Steven K. Gaer, Mayor

Ryan T. Jacobson, City Clerk



Foth Infrastructure & Environment, LLC

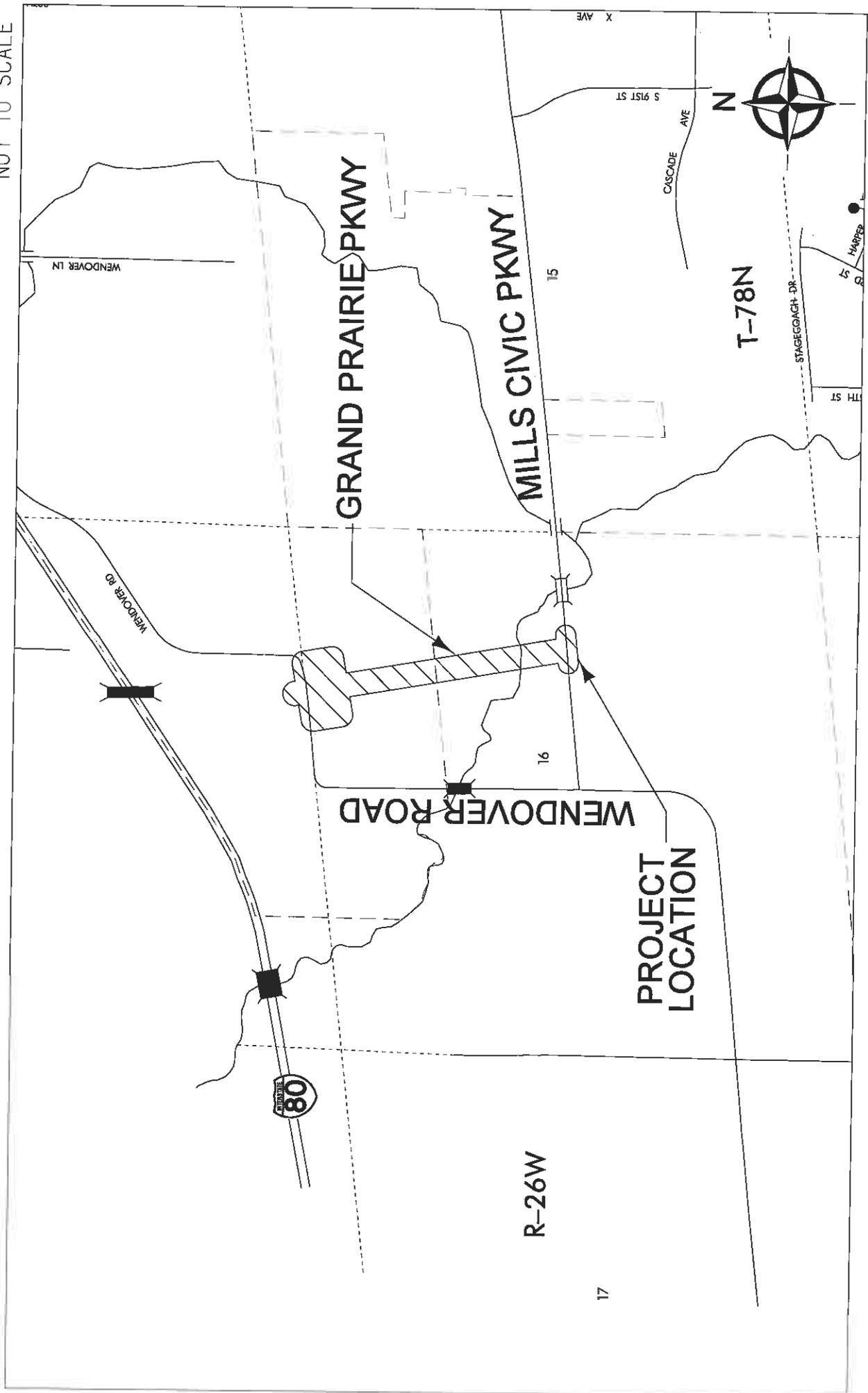
Tabulation of Bids
 City of West Des Moines, IA
 Grand Prairie Parkway Tree Cutting
 City Project Number: 6515-024-2515



ITEM NO.	ITEM CODE	ITEM DESCRIPTION	UNIT	QUANTITY	Engineer's Opinion of Cost		Spring Lake Construction Polk City, IA		Kingston Services, LLC West Des Moines, IA		J Pettibord Inc. Des Moines, IA	
					UNIT PRICE	SUBTOTAL	UNIT PRICE	SUBTOTAL	UNIT PRICE	SUBTOTAL	UNIT PRICE	SUBTOTAL
1		CONSTRUCTION SURVEY	LS	1	5,000.00	\$ 5,000.00						
2		CLEARING	LS	1	85,000.00	\$ 85,000.00	3,800.00	\$ 3,800.00	2,800.00	\$ 2,800.00	4,000.00	\$ 4,000.00
3		TRAFFIC CONTROL	LS	1	2,000.00	\$ 2,000.00	88,000.00	\$ 88,000.00	95,500.00	\$ 95,500.00	82,000.00	\$ 82,000.00
4		CONSTRUCTION FENCE	LF	1,200	10.80	\$ 12,960.00	2,000.00	\$ 2,000.00	1,500.00	\$ 1,500.00	4,000.00	\$ 4,000.00
TOTAL (BASE BID (Items 1 to 4))						\$ 104,960.00		\$ 99,800.00		\$ 101,000.00		\$ 106,000.00
					Bid Bond/Check							
					Corrected							

LOCATION MAP

NOT TO SCALE



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

ITEM: Issuance of \$22,490,000 General Obligation Urban
Renewal Bonds (Series 2015A) – Receive and File
Report of Bids and Award Sale

DATE: March 9, 2015

FINANCIAL IMPACT: Ultimate debt service amounts (principal and interest) are undetermined, pending interest rate bids received the morning of Monday, March 9, 2015. Interest is estimated to range from 1.02% to 2.92% with an approximate overall interest rate of 2.70%, with final maturity scheduled for June 1, 2029 (14 year bonds). Interest payments begin December 1, 2015 and continue semiannually thereafter. Interest will be computed on the basis of a 360-day year of twelve 30-day months. Bonds due after June 1, 2023, will be subject to call for prior redemption on said date or on any day thereafter upon terms of par plus accrued interest to date of call.

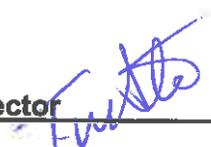
BACKGROUND: This action allows the sale of \$22,490,000 of General Obligation Urban Renewal Bonds (2015A) to defray the cost of several projects associated with Microsoft's Project Alluvion site. Staff has factored the cost of the proposed issuance compared to the total amount of funds available from the Alluvion Urban Renewal Area in order to maintain positive cash flow throughout the life of the bond issuance and the urban renewal area.

Council has previously conducted a public hearing related to this issuance on February 23, 2015, to institute proceedings, and no public comments were received.

Competitive bids for Bond Series 2015A, 2015B, and 2015C will be received the morning of Monday, March 9, 2015. Either staff or a representative of the City's financial advisory firm (Public Financial Management) will be present to report results to the Council as part of this agenda item.

OUTSTANDING ISSUES: Pending approval of the recommendation, further actions will be requested at the next Council meeting in order to finalize the sale. Actions will include resolutions to authorize the issuance and appoint the Registrar and Paying Agent, as well as motions to approve the Tax Exemption and Continuing Disclosure Certificates.

RECOMMENDATION: Adopt motion receiving report of bids and adopt resolution directing (awarding) sale of \$22,490,000 General Obligation Bonds (Series 2015A) to the successful bidder.

Lead Staff Member: Tim Stiles, Finance Director 

STAFF REVIEWS

Department Director	
Appropriations/Finance	
Legal	
Agenda Acceptance	

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

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

ITEM: Issuance of \$22,490,000 General Obligation Urban
Renewal Bonds (Series 2015A) – Receive and File
Report of Bids and Award Sale

DATE: March 9, 2015

FINANCIAL IMPACT: Ultimate debt service amounts (principal and interest) are undetermined, pending interest rate bids received the morning of Monday, March 9, 2015. Interest is estimated to range from 1.02% to 2.92% with an approximate overall interest rate of 2.70%, with final maturity scheduled for June 1, 2029 (14 year bonds). Interest payments begin December 1, 2015 and continue semiannually thereafter. Interest will be computed on the basis of a 360-day year of twelve 30-day months. Bonds due after June 1, 2023, will be subject to call for prior redemption on said date or on any day thereafter upon terms of par plus accrued interest to date of call.

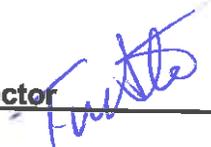
BACKGROUND: This action allows the sale of \$22,490,000 of General Obligation Urban Renewal Bonds (2015A) to defray the cost of several projects associated with Microsoft's Project Alluvion site. Staff has factored the cost of the proposed issuance compared to the total amount of funds available from the Alluvion Urban Renewal Area in order to maintain positive cash flow throughout the life of the bond issuance and the urban renewal area.

Council has previously conducted a public hearing related to this issuance on February 23, 2015, to institute proceedings, and no public comments were received.

Competitive bids for Bond Series 2015A, 2015B, and 2015C will be received the morning of Monday, March 9, 2015. Either staff or a representative of the City's financial advisory firm (Public Financial Management) will be present to report results to the Council as part of this agenda item.

OUTSTANDING ISSUES: Pending approval of the recommendation, further actions will be requested at the next Council meeting in order to finalize the sale. Actions will include resolutions to authorize the issuance and appoint the Registrar and Paying Agent, as well as motions to approve the Tax Exemption and Continuing Disclosure Certificates.

RECOMMENDATION: Adopt motion receiving report of bids and adopt resolution directing (awarding) sale of \$22,490,000 General Obligation Bonds (Series 2015A) to the successful bidder.

Lead Staff Member: Tim Stiles, Finance Director 

STAFF REVIEWS

Department Director	
Appropriations/Finance	
Legal	
Agenda Acceptance	

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

March 9, 2015

The Finance Director of the City of West Des Moines, State of Iowa, met at City Hall, 4200 Mills Civic Parkway, West Des Moines, Iowa, at 10:00 A.M., on the above date, to open sealed bids received, access electronic bids and to refer the sale of the Bonds to the best and most favorable bidder for cash, subject to approval by the City Council at 5:30 P.M. on the above date.

The following persons were present:

* * * * *

This being the time and place for the opening of bids for the sale of \$22,490,000 (Subject to Adjustment per Terms of Offering) General Obligation Urban Renewal Bonds, Series 2015A, the meeting was opened for the receipt of bids for the Bonds. The following actions were taken:

1. Sealed bids were filed and listed in the minutes while unopened, as follows:

Name & Address of Bidders:

(Attach List of Bidders)

2. The Finance Director then declared the time for filing of sealed bids to be closed and that the sealed bids be opened. The sealed bids were opened and announced.
3. Electronic bids received were accessed and announced as follows:

Name & Address of Bidders:

(Attach List of Bidders)

4. The best bid was determined to be as follows:

Name & Address of Bidder: _____

True Interest Rate (as-bid): _____ %

Net Interest Cost (as-bid): \$ _____

In consultation with PFM, the City considered the adjustment of the aggregate principal amount of the Bonds and each scheduled maturity thereof in accordance with the Terms of Offering and the following actions were taken:

Final Par Amount as adjusted: \$ _____

Purchase Price as adjusted: \$ _____

All bids were then referred to the Council for action.

March 9, 2015

The City Council of the City of West Des Moines, State of Iowa, met in regular session, in the Council Chambers, City Hall, 4200 Mills Civic Parkway, West Des Moines, Iowa, at 5:30 P.M., on the above date. There were present Mayor _____, in the chair, and the following named Council Members:

Absent: _____

* * * * *

Council Member _____ introduced the following Resolution entitled "RESOLUTION DIRECTING SALE OF \$22,490,000 (SUBJECT TO ADJUSTMENT PER TERMS OF OFFERING) GENERAL OBLIGATION URBAN RENEWAL BONDS, SERIES 2015A," and moved its adoption. Council Member _____ seconded the motion to adopt. The roll was called and the vote was,

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION DIRECTING SALE OF \$22,490,000 (SUBJECT TO ADJUSTMENT PER TERMS OF OFFERING) GENERAL OBLIGATION URBAN RENEWAL BONDS, SERIES 2015A

WHEREAS, bids have been received for the Bonds described as follows and the best bid received (with permitted adjustments, if any) is determined to be the following:

\$22,490,000 (SUBJECT TO ADJUSTMENT PER TERMS OF OFFERING) GENERAL OBLIGATION URBAN RENEWAL BONDS, SERIES 2015A

Bidder: _____ of _____

The terms of award:

Final Par Amount as adjusted: \$ _____

Purchase Price as adjusted: \$ _____

True Interest Rate: _____ %

Net Interest Cost: \$ _____

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

Section 1. That the bid for the Bonds as above set out is hereby determined to be the best and most favorable bid received and, the Bonds are hereby awarded as described above.

Section 2. That the statement of information for Bond bidders and the form of contract for the sale of the Bonds are hereby approved and the Mayor and Clerk are authorized to execute the same on behalf of the City.

Section 3. That the notice of the sale of the Bonds heretofore given and all acts of the Clerk done in furtherance of the sale of the Bonds are hereby ratified and approved.

PASSED AND APPROVED this 9th day of March, 2015.

Mayor

ATTEST:

City Clerk

CERTIFICATE

STATE OF IOWA

)

) SS

COUNTIES OF POLK

)

I, the undersigned City Clerk of the City of West Des Moines, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the corporate records of the City showing proceedings of the Council, and the same is a true and complete copy of the action taken by the Council with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of public hearing and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council (a copy of the face sheet of the agenda being attached hereto) pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective city offices as indicated therein, that no vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the Council hereto affixed this _____ day of _____, 2015.

City Clerk, City of West Des Moines, State of Iowa

(SEAL)

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

ITEM: Issuance of \$12,835,000 Taxable General Obligation
Urban Renewal Bonds (Series 2015B) – Receive
and File Report of Bids and Award Sale

DATE: March 9, 2015

FINANCIAL IMPACT: Ultimate debt service amounts (principal and interest) are undetermined, pending interest rate bids received on Monday, March 9, 2015. Interest is estimated to range from 1.52% to 3.07% with an approximate overall interest rate of 2.84%, with final maturity scheduled for June 1, 2025 (10 year bonds). Interest payments begin December 1, 2015 and continue semiannually thereafter. Interest will be computed on the basis of a 360-day year of twelve 30-day months. Bonds due after June 1, 2023, will be subject to call for prior redemption on said date or on any day thereafter upon terms of par plus accrued interest to date of call.

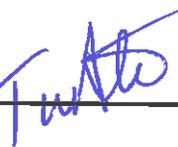
BACKGROUND: This action allows the sale of \$12,835,000 of Taxable General Obligation Urban Renewal Bonds (2015B) to defray the cost of several projects associated with Microsoft's Project Alluvion site. Staff has factored the cost of the proposed issuance compared to the total amount of funds available from the Alluvion Urban Renewal Area in order to maintain positive cash flow throughout the life of the bond issuance and the urban renewal area.

Council has previously conducted a public hearing related to this issuance on February 23, 2015, to institute proceedings, and no public comments were received.

Competitive bids for Bond Series 2015A, 2015B, and 2015C will be received the morning of Monday, March 9, 2015. Either staff or a representative of the City's financial advisory firm (Public Financial Management) will be present to report results to the Council as part of this agenda item.

OUTSTANDING ISSUES: Pending approval of the recommendation, further actions will be requested at the next Council meeting in order to finalize the sale. Actions will include resolutions to authorize the issuance and appoint the Registrar and Paying Agent, as well as motions to approve the Tax Exemption and Continuing Disclosure Certificates.

RECOMMENDATION: Adopt motion receiving report of bids and adopt resolution directing (awarding) sale of \$12,835,000 Taxable General Obligation Bonds (Series 2015B) to the successful bidder.

Lead Staff Member: Tim Stiles, Finance Director 

STAFF REVIEWS

Department Director	
Appropriations/Finance	
Legal	
Agenda Acceptance	

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee				
Date Reviewed				
Recommendation	<table border="1"> <tr> <td>Yes</td> <td>No</td> <td>Split</td> </tr> </table>	Yes	No	Split
Yes	No	Split		

March 9, 2015

The Finance Director of the City of West Des Moines, State of Iowa, met at City Hall, 4200 Mills Civic Parkway, West Des Moines, Iowa, at 10:00 A.M., on the above date, to open sealed bids received, access electronic bids and to refer the sale of the Bonds to the best and most favorable bidder for cash, subject to approval by the City Council at 5:30 P.M. on the above date.

The following persons were present:

* * * * *

This being the time and place for the opening of bids for the sale of \$12,835,000 (Subject to Adjustment per Terms of Offering) Taxable General Obligation Urban Renewal Bonds, Series 2015B, the meeting was opened for the receipt of bids for the Bonds. The following actions were taken:

1. Sealed bids were filed and listed in the minutes while unopened, as follows:

Name & Address of Bidders:

(Attach List of Bidders)

2. The Finance Director then declared the time for filing of sealed bids to be closed and that the sealed bids be opened. The sealed bids were opened and announced.
3. Electronic bids received were accessed and announced as follows:

Name & Address of Bidders:

(Attach List of Bidders)

4. The best bid was determined to be as follows:

Name & Address of Bidder: _____

True Interest Rate (as-bid): _____ %

Net Interest Cost (as-bid): \$ _____

In consultation with PFM, the City considered the adjustment of the aggregate principal amount of the Bonds and each scheduled maturity thereof in accordance with the Terms of Offering and the following actions were taken:

Final Par Amount as adjusted: \$ _____

Purchase Price as adjusted: \$ _____

All bids were then referred to the Council for action.

March 9, 2015

The City Council of the City of West Des Moines, State of Iowa, met in regular session, in the Council Chambers, City Hall, 4200 Mills Civic Parkway, West Des Moines, Iowa, at 5:30 P.M., on the above date. There were present Mayor _____, in the chair, and the following named Council Members:

Absent: _____

* * * * *

Council Member _____ introduced the following Resolution entitled "RESOLUTION DIRECTING SALE OF \$12,835,000 (SUBJECT TO ADJUSTMENT PER TERMS OF OFFERING) TAXABLE GENERAL OBLIGATION URBAN RENEWAL BONDS, SERIES 2015B," and moved its adoption. Council Member _____ seconded the motion to adopt. The roll was called and the vote was,

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION DIRECTING SALE OF \$12,835,000 (SUBJECT TO ADJUSTMENT PER TERMS OF OFFERING) TAXABLE GENERAL OBLIGATION URBAN RENEWAL BONDS, SERIES 2015B

WHEREAS, bids have been received for the Bonds described as follows and the best bid received (with permitted adjustments, if any) is determined to be the following:

\$12,835,000 (SUBJECT TO ADJUSTMENT PER TERMS OF OFFERING) TAXABLE GENERAL OBLIGATION URBAN RENEWAL BONDS, SERIES 2015B

Bidder: _____ of _____

The terms of award:

Final Par Amount as adjusted: \$ _____

Purchase Price as adjusted: \$ _____

True Interest Rate: _____ %

Net Interest Cost: \$ _____

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

Section 1. That the bid for the Bonds as above set out is hereby determined to be the best and most favorable bid received and, the Bonds are hereby awarded as described above.

Section 2. That the statement of information for Bond bidders and the form of contract for the sale of the Bonds are hereby approved and the Mayor and Clerk are authorized to execute the same on behalf of the City.

Section 3. That the notice of the sale of the Bonds heretofore given and all acts of the Clerk done in furtherance of the sale of the Bonds are hereby ratified and approved.

PASSED AND APPROVED this 9th day of March, 2015.

Mayor

ATTEST:

City Clerk

CERTIFICATE

STATE OF IOWA)
) SS
COUNTIES OF POLK)

I, the undersigned City Clerk of the City of West Des Moines, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the corporate records of the City showing proceedings of the Council, and the same is a true and complete copy of the action taken by the Council with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of public hearing and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council (a copy of the face sheet of the agenda being attached hereto) pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective city offices as indicated therein, that no vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the Council hereto affixed this _____ day of _____, 2015.

City Clerk, City of West Des Moines, State of Iowa

(SEAL)

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

ITEM: Issuance of \$3,475,000 General Obligation Urban
Renewal Refunding Bonds (Series 2015C) – Receive
and File Report of Bids and Award Sale

DATE: March 9, 2015

FINANCIAL IMPACT: Ultimate debt service amounts (principal and interest) are undetermined, pending interest rate bids received on Monday, March 9, 2015. Interest is estimated to range from 0.73% to 1.21% with an approximate overall interest rate of 1.43%, with final maturity scheduled for June 1, 2020 (5 year bonds). Interest payments begin December 1, 2015 and continue semiannually thereafter. Interest will be computed on the basis of a 360-day year of twelve 30-day months.

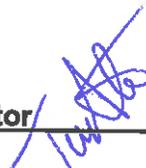
BACKGROUND: This action allows the sale of \$3,475,000 of General Obligation Urban Renewal Refunding Bonds (2015C) to crossover refund the City's existing Series 2008B General Obligation Urban Renewal Bonds.

Council has previously conducted a public hearing related to this issuance on February 23, 2015, to institute proceedings, and no public comments were received.

Competitive bids for Bond Series 2015A, 2015B, and 2015C will be received the morning of Monday, March 9, 2015. Either staff or a representative of the City's financial advisory firm (Public Financial Management) will be present to report results to the Council as part of this agenda item.

OUTSTANDING ISSUES: Pending approval of the recommendation, further actions will be requested at the next Council meeting in order to finalize the sale. Actions will include resolutions to authorize the issuance and appoint the Registrar and Paying Agent, as well as motions to approve the Tax Exemption and Continuing Disclosure Certificates.

RECOMMENDATION: Adopt motion receiving report of bids and adopt resolution directing (awarding) sale of \$3,475,000 General Obligation Urban Renewal Refunding Bonds (Series 2015C) to the successful bidder.

Lead Staff Member: Tim Stiles, Finance Director 

STAFF REVIEWS

Department Director	
Appropriations/Finance	
Legal	
Agenda Acceptance	

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Finance & Administration		
Date Reviewed	January 24, 2015		
Recommendation	<input checked="" type="radio"/> Yes	<input type="radio"/> No	<input type="radio"/> Split

March 9, 2015

The Finance Director of the City of West Des Moines, State of Iowa, at City Hall, 4200 Mills Civic Parkway, West Des Moines, Iowa, at 10:00 A.M., on the above date, to open sealed bids received, access electronic bids and to refer the sale of the Bonds to the best and most favorable bidder for cash, subject to approval by the City Council at 5:30 P.M. on the above date.

The following persons were present:

* * * * *

This being the time and place for the opening of bids for the sale of \$3,475,000 (Subject to Adjustment per Terms of Offering) General Obligation Urban Renewal Refunding Bonds, Series 2015C, the meeting was opened for the receipt of bids for the Bonds. The following actions were taken:

1. Sealed bids were filed and listed in the minutes while unopened, as follows:

Name & Address of Bidders:

(Attach List of Bidders)

2. The Finance Director then declared the time for filing of sealed bids to be closed and that the sealed bids be opened. The sealed bids were opened and announced.
3. Electronic bids received were accessed and announced as follows:

Name & Address of Bidders:

(Attach List of Bidders)

4. The best bid was determined to be as follows:

Name & Address of Bidder: _____

True Interest Rate (as-bid): _____ %

Net Interest Cost (as-bid): \$ _____

In consultation with PFM, the City considered the adjustment of the aggregate principal amount of the Bonds and each scheduled maturity thereof in accordance with the Terms of Offering and the following actions were taken:

Final Par Amount as adjusted: \$ _____

Purchase Price as adjusted: \$ _____

All bids were then referred to the Council for action.

March 9, 2015

The City Council of the City of West Des Moines, State of Iowa, met in regular session, in the Council Chambers, City Hall, 4200 Mills Civic Parkway, West Des Moines, Iowa, at 5:30 P.M., on the above date. There were present Mayor _____, in the chair, and the following named Council Members:

Absent: _____

* * * * *

Council Member _____ introduced the following Resolution entitled "RESOLUTION DIRECTING SALE OF \$3,475,000 (SUBJECT TO ADJUSTMENT PER TERMS OF OFFERING) GENERAL OBLIGATION URBAN RENEWAL REFUNDING BONDS, SERIES 2015C," and moved its adoption. Council Member _____ seconded the motion to adopt. The roll was called and the vote was,

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION DIRECTING SALE OF \$3,475,000 (SUBJECT TO ADJUSTMENT PER TERMS OF OFFERING) GENERAL OBLIGATION URBAN RENEWAL REFUNDING BONDS, SERIES 2015C

WHEREAS, bids have been received for the Bonds described as follows and the best bid received (with permitted adjustments, if any) is determined to be the following:

\$3,475,000 (SUBJECT TO ADJUSTMENT PER TERMS OF OFFERING) GENERAL OBLIGATION URBAN RENEWAL REFUNDING BONDS, SERIES 2015C

Bidder: _____ of _____

The terms of award:

Final Par Amount as adjusted: \$ _____

Purchase Price as adjusted: \$ _____

True Interest Rate: _____ %

Net Interest Cost: \$ _____

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

Section 1. That the bid for the Bonds as above set out is hereby determined to be the best and most favorable bid received and, the Bonds are hereby awarded as described above.

Section 2. That the statement of information for Bond bidders and the form of contract for the sale of the Bonds are hereby approved and the Mayor and Clerk are authorized to execute the same on behalf of the City.

Section 3. That the notice of the sale of the Bonds heretofore given and all acts of the Clerk done in furtherance of the sale of the Bonds are hereby ratified and approved. PFM is authorized and directed to secure SLGS on behalf of the City sufficient to fund the Refunding Trust.

PASSED AND APPROVED this 9th day of March, 2015.

Mayor

ATTEST:

City Clerk

CERTIFICATE

STATE OF IOWA)
) SS
COUNTIES OF POLK)

I, the undersigned City Clerk of the City of West Des Moines, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the corporate records of the City showing proceedings of the Council, and the same is a true and complete copy of the action taken by the Council with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of public hearing and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council (a copy of the face sheet of the agenda being attached hereto) pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective city offices as indicated therein, that no vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the Council hereto affixed this _____ day of _____, 2015.

City Clerk, City of West Des Moines, State of Iowa

(SEAL)

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

ITEM: Resolution-Approval of Public Art Master Plan

DATE: March 9, 2015

FINANCIAL IMPACT: None at this time

SYNOPSIS: Lynette Pohlman was hired on July 28, 2014 to update City's Public Art Master Plan. The Master Plan needed to be updated to reflect current and future vision, goals, priorities and practices which had not been done since the first Master Plan was done in 2008.

A public informational meeting on the draft plan was held on Tuesday, February 17, 2015, at the Raccoon River Park Nature Lodge. Lynette Pohlman, the consultant who prepared the Public Art Master Plan, will be attending the Council meeting to do a short presentation and respond to any questions.

BACKGROUND: Attached are the following:

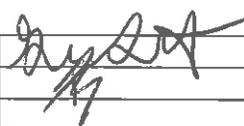
1. The Resolution adopting the Public Art Master Plan.
2. The one page handout from the public meeting that summarizes the vision, mission and goals of the Public Art Master Plan.
3. The meeting notes from the public meeting held on February 17, 2015
4. A copy of the proposed Public Art Master Plan.

OUTSTANDING ISSUES None at this time.

RECOMMENDATION: Staff and the Public Art Advisory Commission recommend that the City Council approve the resolution for the Public Art Master Plan.

Lead Staff Member: Gary D. Scott, Director of Parks and Recreation 

STAFF REVIEWS

Department Director	
Appropriations/Finance	
Legal	
Agenda Acceptance	

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

COMMISSION REVIEW (if applicable)

Commission	Public Art Advisory Commission		
Date Reviewed	February 26, 2015		
Recommendation	Yes		

**Resolution Approving
Public Art Master Plan**

WHEREAS, the City of West Des Moines is in need of a Public Art Master Plan;
and,

WHEREAS, the Public Art Advisory Commission held a public informational meeting on the proposed plan on February 17, 2015; and

WHEREAS, THE Public Art Advisory Commission moved to recommend adoption of the Public Art Master Plan at their February 26, 2015 meeting

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA, that the Public Art Master Plan is hereby approved.

PASSED AND APPROVED this 9th day of March, 2015.

Steven K. Gaer, Mayor

ATTEST:

Ryan Jacobson, City Clerk

West Des Moines Public Art Master Plan

Public Information Meeting Handout- February 17, 2015

Vision

The vision of the City of West Moines Public Art Program is the creation of a diverse collection of public works of art of high aesthetic and intellectual quality and excellence, and a program that promotes cultural expression and artistic appreciation. At the heart of the aspiration for public art in West Des Moines is the wish for an authentic, rich and diverse arts culture that is seen and understood as uniquely arising from the community – an arts culture that benefits and enriches all those who are fortunate enough to live, work in, and to visit West Des Moines.

Over time, and with the acquisition of additional public art, the City of West Des Moines Public Art Program will establish and build the City of West Des Moines Public Art Collection.

Mission

The mission of the West Des Moines Public Art Program is to create a city with successful public spaces incorporating public works of art that offer moments of serendipity and opportunities for reflection—a city with public art woven into the fine grain detail of the public infrastructure. The Public Art Program should champion excellence in art, design, architecture and landscape. The Public Art Program and Collection should be the most visible symbols of West Des Moines' commitment to creativity, encouraging diversity of ideas and expression, and promoting tolerance of multiple opinions. A creative city provides humane environments for its residents, business communities and visitors, extending opportunities for life-long learning and helps preserve community histories.

Goals, 2015-2020

The Public Art Program and Collection of the City of West Des Moines will strive to align public art with community interests. Topical areas of interest, as defined by the community, will be expressed and responded to in the public art program. The Public Art Program will include permanent acquisition and placement of public art, as well as temporary exhibitions of public art, and diverse educational programs investigating community interests as expressed in the Public Art Program.

Public Art Acquisition

The Public Arts Advisory Commission shall concentrate its primary resources on commissioning one major, site-specific and/or site-integrated public work of art annually. The time needed to commission, design, fabricate and install a significant public work of art may require an 18-24 month schedule for each project. By 2017, the Public Arts Advisory Commission should be dedicating a major public work of art each year. By 2020, the City of West Des Moines Public Art Program should have commissioned five major public works of art that are integrated into the city's infrastructure and accessioned into the permanent Public Art Collection.

Public Art Care and Maintenance

Annually, a member of the Public Arts Advisory Commission and City staff will physically visit each public work of art in the City of West Des Moines Public Art Collection. During this visit, they will complete a condition report including photo-documentation, note any care requirements, and schedule maintenance and conservation requirements.

Public Art Engagement (Education and Public Relations)

For each new Public Arts Advisory Commission project, there will be a minimum of two community engagement opportunities inviting community participation into the public artist/art selection process and public art proposal review to ensure the artist is informed of community values and aspirations.

Continue the *Art on Campus* temporary exhibition series, and utilize it as an instructional tool to engage West Des Moines residents in public art education.

Plan and implement regular public relations project(s) targeted to West Des Moines residents by utilizing City electronic and print media.

Each new public art project shall have a complementary education and public relations plan woven into the project schedule.

Public Art Administration

As part of assigned position responsibilities integrated into job descriptions, the City of West Des Moines shall assign duties and responsibilities to City staff to officially support the West Des Moines Public Arts Advisory Commission.

The Public Arts Advisory Commission will create a Public Art Collection Checklist and Object Archive for all existing and new public works of art owned by the City of West Des Moines. This checklist will be updated annually. The Object Archive will exist to file all information regarding each accessioned public work of art in the permanent Public Art Collection

When feasible and appropriate, the City of West Des Moines will integrate the recommendations of the Public Arts Advisory Commission into the City's capital improvement projects.

The Public Arts Advisory Commission's annual budget, and a two-year projected budget, will be annually presented to City Council to allow for multi-year Public Arts Advisory Commission contracts. Fiscal allocation guidelines should approximate the following:

70-75% Allocation for the commissioning of major public work(s) of art

10-15% Allocation for care and maintenance of public art in the permanent collection (Major conservation, when required, should be fiscally addressed by line-item city budget as part of deferred maintenance.)

15% Allocation for public art engagement (education and public relations)

5% Contingency

The Public Arts Advisory Commission will create gifting and deeding processes within City of West Des Moines that allows individuals and business partners to support the mission of the Public Arts Advisory Commission. Support may be expressed through fiscal donations and gifts of appreciated property (including works of art appropriate for public spaces). In the event of a gift of public art, all acquisition requirements of the Public Art Collecting Policy must be adhered.

NOTES/COMMENTS FROM:

Public Art Master Plan Informational Meeting

5:30pm

Tuesday, February 17, 2015

Raccoon River Nature Lodge

2500 Grand Avenue

West Des Moines, IA

Public: Ed Engler, Tina Dahl, Ryan Crane, Jim Miller and Nick Valdez

Commissioners: Rita Luther, Gary Hammers and TJ Lechtenberg

Staff: Gary Scott and Greg Hansen

City Council: Rick Messerschmidt

Consultant: Lynette Pohlman

1. Introductions

Gary Scott introduced Lynette Pohlman, Consultant and the Public Arts Commission

Members present: Rita Luther (Chair), Gary Hammers, and TJ Lechtenberg.

2. Brief history of public art, the Public Art Commission, and the Public Art Fund in West Des Moines

Gary Scott gave of an overview of the history of the public art in the City. The first commissioned works were the structures at the entrance to Raccoon River Park in 1999 followed up shortly thereafter with the ceramic tiles on the walls inside the Nature Lodge. In 2005 City Council recognized the importance of Public Art and approved the first master plan in 2008. The Public Arts Advisory Commission was formed in 2011 in parallel with the creation of the Public Art Fund using monies from the City's hotel/motel tax revenues. The Railroad Avenue sculptures were the most recent works of public art commissioned by the City in 2011

3. Vision and Mission of the Public Art Advisory Commission's Master Plan

Chairperson Rita Luther thanked everyone for attending and reviewed the vision and mission statement from the handout.

4. Master Plan Review, Lynette Pohlman, Consultant

Consultant Lynette Pohlman reviewed the following items from the handout: public art acquisition, public art care and maintenance, public art engagement (education and public relations) and public art administration.

She highlighted the goal of having five major public works of art by 2020 which included care and maintenance of pieces. She next emphasized the importance of public engagement and the community's involvement. Administration of the program was the

last topic summarized which included fiscal allocation and guidelines. The specific details can be found on the handout.

5. Questions from the Public

(NOTE: The format below is to serve as a means of gathering information to forward to the Public Arts Commission for review. These are not direct quotes, rather a summary of the questions and comments made.)

Nick Valdez: *Will the pieces be purchased or created?*

Lynette Pohlman: It is the understanding that these pieces would be created, not studio art, but we cannot rule it out if something is found and it fits.

Ed Engler: *Does it have to be solid pieces? Could it be plants, landscape or performance?*

Lynette Pohlman: The master plan relates to Fine Arts and those could be included.

Non-commercial is key and we would want to strive for a world class collection. Also remember the maintenance and care of the "piece".

Ed Engler: *Can it be inside or outside?*

Lynette Pohlman: It could be both. The key is public access. Do not want to limit access.

Scott: Needs to be within the boundaries of the City of WDM.

Nick Valdez: *Has the old Phenix School been considered?*

Scott: Explained that it could be, but at this point in time no specific locations have been determined.

Ed Engler: *Valley Junction considered?*

Rita Luther: Valley Junction is on the list and that might be considered, we're not that far yet.

Ed Engler: *Who's trained to pick the sites? Could I-235 & 8th Street or Highway 28 coming in from I-235 considered?*

Lynette Pohlman: The commission considered 78 different sites.

Gary Hammers: Needs to be on public property with high visibility. At this point in time we don't have any specific details, but I would like to see something in the west part of town, my preference.

Gary Scott: No specific sites have been selected, rather areas such as Valley Junction.

Councilman Messerschmidt: *How much does one piece cost?*

Lynette Pohlman: \$2,000 to several millions. Hard to say at this point in time. Each piece will vary.

Gary Scott: The funding would need to come out of the Public Art Fund, not a million there.

Ed Engler: *Railroad Avenue was supposed to have more pieces, will those be completed?*

Gary Scott: Due to the funding and timing of that process, the first phase is complete. Commission could decide to do more, it would be their and the City Council's decision.

Nick Valdez: *Will there be traffic studies? Number of users on the trails?*

Gary Scott: Raccoon River Park had over 325,000 visitors this past year. Traffic studies and other related matters would be considered.

Nick Valdez: *I have some concerns about traffic at certain locations.*

Tina Dahl: *Agreed*

Nick Valdez: *What about public spaces around Mills Civic?*

Scott: We'd have to look more into that (traffic concerns) if that space was selected. There would be a process.

Lynette Pohlman: Council Bluffs is a good example of the process. They had several meetings and really did a good job of getting the community involved with their projects. They've now created a collection of 8-12 solid projects over the past 10 years. Creating a collection is something you want to do.

Nick Valdez: *Any specific examples/evidence of public art increasing foot traffic or attracting people to move here?*

Lynette Pohlman: Seattle is good example, but even better is Council Bluffs. Look at the projects they have done and how it's improved their community.

Jim Miller: *Council Bluffs is a great example, it's changed their community.*

Ed Engler: *Does the plan allow for private donations to be made?*

Lynette Pohlman: Yes, that would be allowed. The City may have a certain process to follow, but it should be allowed.

Gary Scott: Art incorporated in to renovations and/or new construction of city buildings could also be an option, something we've not mentioned yet. The upcoming renovations at the Community Center is an example the commission may consider.

6. Conclusion

Gary Scott and Lynette Pohlman thanked everyone for attending and encouraged them to contact the Parks and Rec. Office if they had any other questions or concerns.

Meeting concluded at 6:40 pm

Notes submitted by Greg Hansen, Superintendent of Recreation

City of West Des Moines Public Art Master Plan

TABLE OF CONTENTS

History of the City of West Des Moines Public Arts Advisory Commission.....5

Vision.....5

Mission5

Goals, 2015-2020.....6

 Public Art Acquisition 6

 Public Art Care and Maintenance 6

 Public Art Engagement (Education and Public Relations)..... 6

 Public Art Administration..... 7

Public Arts Advisory Commission Work Schedule, 2015-2020.....8

 Year 2015 8

Public Art Program and Collection Guidelines, Principles, and Procedures9

 1.0 Purpose..... 9

 2.0 Goals..... 9

 3.0 Funding..... 9

 4.0 Use of Public Art Funds..... 10

 5.0 Eligible Public Works of Art..... 11

 5.1 West Des Moines Public Art Definition and Collecting Statement 11

 5.2 Public Art Sites and Zones..... 11

 5.3 Public Art Collection Ownership, Accessioning into the Permanent Collection 12

 5.4 Public Art Collection Checklist and Object Archive for the Permanent Record 12

 6.0 Responsibilities 13

 6.1 The Public Arts Advisory Commission shall:..... 13

 6.2 The City Public Art Staff shall: 14

 6.3 The Public Art/Artist Selection Panels shall: 15

 6.4 The Public Artist(s) shall: 15

 6.5 The City Departments (agencies where the public work of art is sited) shall: 16

 6.6 The City Council shall: 16

 6.7 The Advising Agencies (City Attorney, Finance Department, etc.) shall:..... 16

 6.8 The Construction Project Managers (City staff and/or Contractors) shall:..... 16

 7.0 Public Art/Artist Selection Process 17

 7.1 Goals 17

7.2	Methods of Selecting Public Artists	17
7.3	Criteria for Selection of Public Artists or Public Works of Art	19
8.0	Collection Review	19
8.1	Objectives	20
8.2	Public Art Acquisition Review Standards.....	20
8.3	Deaccessioning Review Standards.....	20
9.0	Public Works of Art Donations and Loans	21
9.1	Public Art Donation Policy	21
9.2	Donations Guidelines.....	22
9.3	Exception to the Guidelines for Donation of Public Works of Art.....	24
9.4	Acquisition of Art by City Agencies outside the Public Art Program and Collection.....	24
10.0	Conservation and Maintenance of the Public Art Collection.....	25
10.1	Responsibilities.....	25
	Public Art Program Principles	27
1.0	Artist Rights	27
1.1	Principles	27
2.0	Artistic Freedom of Expression.....	28
2.1	Principle	28
3.0	Community Participation and Outreach.....	29
3.1	Principles	29
4.0	Conflicts of Interest	29
4.1	Principles	30
5.0	Balance of Local and Non-Local Artists.....	30
5.1	Principles	30
6.0	Non-Discrimination.....	31
6.1	Principles	31
	Appendix A	
	Sample project management schedule for public art projects.	33
	Appendix B	
	Sample contracts	
	DESIGN PROPOSAL	36
	PROJECT IMPLEMENTATION	43

PROPOSAL AND PROJECT IMPLEMENTATION.....	51
CONSULTANT AGREEMENT.....	61

History of the City of West Des Moines Public Arts Advisory Commission

In 2014, the West Des Moines Public Arts Advisory Commission, City of West Des Moines (WDM) contracted Lynette Pohlman to: meet with the Public Arts Advisory Commission; develop an abbreviated Master Public Art Plan that condensed the 2008 Plan; add priority public art sites; and make recommendations for initial public art projects.

In 2011, the City of West Des Moines established a Public Arts Advisory Commission to advise and assist the WDM City Council in the promotion of public art within the city's physical environment and public spaces. (For additional information on service terms, organization, qualifications, powers and duties, reference Ordinance 1904, 1-24-2011.)

In 2008, the West Parks Foundation commissioned and hired public art consultant Jerry Allen to develop, author and submit a City of West Des Moines Public Art Program Plan. This extensive Public Art Program Plan provided basic fundamental elements used in this Master Public Art Plan (2014), and serves as an excellent resource of public art information and direction for the City of West Des Moines.

Vision

The vision of the City of West Moines Public Art Program is the creation of a diverse collection of public works of art of high aesthetic and intellectual quality and excellence, and a program that promotes cultural expression and artistic appreciation. At the heart of the aspiration for public art in West Des Moines is the wish for an authentic, rich and diverse arts culture that is seen and understood as uniquely arising from the community – an arts culture that benefits and enriches all those who are fortunate enough to live, work in, and to visit West Des Moines.

Over time, and with the acquisition of additional public art, the City of West Des Moines Public Art Program will establish and build the City of West Des Moines Public Art Collection.

Mission

The mission of the West Des Moines Public Art Program is to create a city with successful public spaces incorporating public works of art that offer moments of serendipity and opportunities for reflection--a city with public art woven into the fine grain detail of the public infrastructure. The Public Art Program should champion excellence in art, design, architecture and landscape. The Public Art Program and Collection should be the most visible symbols of West Des Moines' commitment to creativity, encouraging diversity of ideas and expression, and promoting tolerance of multiple opinions. A creative city provides humane environments for its residents, business communities and visitors, extending opportunities for life-long learning and helps preserve community histories.

Goals, 2015-2020

The Public Art Program and Collection of the City of West Des Moines will strive to align public art with community interests. Topical areas of interest, as defined by the community, will be expressed and responded to in the public art program. The Public Art Program will include permanent acquisition and placement of public art, as well as temporary exhibitions of public art, and diverse educational programs investigating community interests as expressed in the Public Art Program.

Public Art Acquisition

The Public Arts Advisory Commission shall concentrate its primary resources on commissioning one major, site-specific and/or site-integrated public work of art annually. The time needed to commission, design, fabricate and install a significant public work of art may require an 18-24 month schedule for each project. By 2017, the Public Arts Advisory Commission should be dedicating a major public work of art each year. By 2020, the City of West Des Moines Public Art Program should have commissioned five major public works of art that are integrated into the city's infrastructure and accessioned into the permanent Public Art Collection.

Public Art Care and Maintenance

Annually, a member of the Public Arts Advisory Commission and City staff will physically visit each public work of art in the City of West Des Moines Public Art Collection. During this visit, they will complete a condition report including photo-documentation, note any care requirements, and schedule maintenance and conservation requirements.

Public Art Engagement (Education and Public Relations)

For each new Public Arts Advisory Commission project, there will be a minimum of two community engagement opportunities inviting community participation into the public artist/art selection process and public art proposal review to ensure the artist is informed of community values and aspirations.

Continue the *Art on Campus* temporary exhibition series, and utilize it as an instructional tool to engage West Des Moines residents in public art education.

Plan and implement regular public relations project(s) targeted to West Des Moines residents by utilizing City electronic and print media.

Each new public art project shall have a complementary education and public relations plan woven into the project schedule.

Public Art Administration

As part of assigned position responsibilities integrated into job descriptions, the City of West Des Moines shall assign duties and responsibilities to City staff to officially support the West Des Moines Public Arts Advisory Commission.

The Public Arts Advisory Commission will create a Public Art Collection Checklist and Object Archive for all existing and new public works of art owned by the City of West Des Moines. This checklist will be updated annually. The Object Archive will exist to file all information regarding each accessioned public work of art in the permanent Public Art Collection

When feasible and appropriate, the City of West Des Moines will integrate the recommendations of the Public Arts Advisory Commission into the City's capital improvement projects.

The Public Arts Advisory Commission's annual budget, and a two-year projected budget, will be annually presented to City Council to allow for multi-year Public Arts Advisory Commission contracts. Fiscal allocation guidelines should approximate the following:

70-75% Allocation for the commissioning of major public work(s) of art

10-15% Allocation for care and maintenance of public art in the permanent collection (Major conservation, when required, should be fiscally addressed by line-item city budget as part of deferred maintenance.)

15% Allocation for public art engagement (education and public relations)

5% Contingency

The Public Arts Advisory Commission will create gifting and deeding processes within City of West Des Moines that allows individuals and business partners to support the mission of the Public Arts Advisory Commission. Support may be expressed through fiscal donations and gifts of appreciated property (including works of art appropriate for public spaces). In the event of a gift of public art, all acquisition requirements of the Public Art Collecting Policy must be adhered.

Public Arts Advisory Commission Work Schedule, 2015-2020

Each public art project work schedule may be modified. Special attention should be given to the schedule following the public artist selection process which requires different schedules for proposal development, review, fabrication and installation.

Year 2015

In July 2015, the project work schedule should be amended based upon progress from January-June.

Jan-Feb	Review, amend, and approve 3-5 Year Plan; present it in public hearings and to City Council for review and approval
Feb-March	Identify three public art projects to be initiated in 2015, 2016, and 2017 with fiscal budget for each project. For each public art project, select/appoint public art selection panels (composed of WDM citizens, representatives of Public Arts Advisory Commission (2), city staff, and others as appropriate. Define project scope, public art statement, public artist selection process and fiscal allocation.
April-June	Identify public artist solicitation process for the initial 2015 project; invite finalist(s). Engage public relations on project. Plan and implement education and community engagement activities for the public art project.
June	Contract Negotiations.
July-Dec.	Fabrication and possible visits to public artist's studio to view progress. Mediate, manage and motivate issues between artist, design team and Public Art Commission. Monitor and track project progress and status. Control change orders and eliminate unnecessary costs. Maintain schedule, confirm scale of work and appropriateness for site. Review and monitor details. Facilitate transportation of public art to site. Coordinate site construction/installation; monitor subcontractors; verify insurance, indemnification. Confirm copyright and transfer of ownership of public art from artist to City. Monitor and complete project documentation. Finalize and dedicate the public art project. Extend notes of appreciation to public artist, selection panels, contractors, and others as appropriate. Evaluate project and process, and incorporate improved processes in upcoming public art projects.
Dec. 2015	Define second (2016) public art project scope and repeat/implement above checklist.
June 2016	Define third (2017) public art project scope and repeat/implement above checklist.

Public Art Program and Collection Guidelines, Principles, and Procedures¹

1.0 Purpose

The purpose of these public art guidelines and principles is to establish procedures for the implementation of the Public Art Program and Collection for the City of West Des Moines.

2.0 Goals

The primary goals of the Public Art Program and Collection are to develop an aesthetically interesting environment, to integrate public works of art into public spaces and to promote tourism and economic vitality of West Des Moines through the enhancement of public spaces.

Specifically, the City seeks to develop a Public Art Program and Collection that:

1. Creates a collection of public works of art that reflects a unique municipal aesthetic vision.
2. Reflects West Des Moines' diverse history, citizenry and natural beauty.
3. Promotes the integration of public art with the community, architecture and landscape of the City of West Des Moines.
4. Enables significant, professionally accomplished, local and regional artists to create in the public sector, while also involving public artists with national or international reputations.
5. Advances imaginative design as a component of the city's community development goals.
6. Involves the community directly through participation in the public art processes (acquisition, care, education) and through community engagement.
7. Fosters innovation and promotes artistic excellence.
8. Strengthens community identity and pride.

3.0 Funding

The Public Art Program budget is primarily and annually funded through allocation of the City of West Des Moines, as appropriated in the City's public art ordinance. Grant funds and private gifts of appreciated property and cash may also be sought for special projects and to augment the public art budget.

Public art funds may be pooled/accrued and expended on appropriate City projects, unless specifically prohibited by law or funding source.

¹ Jerry Allen and Associates, *City of West Des Moines, Public Art Program Plan*, November 11, 2008. Excerpts from pages 34-53 were adapted for this Master Plan (2015).

Public Arts Advisory Commission projects may also be funded through allocations from the Capital Improvement Program of the City, including buildings, parks, decorative or commemorative structures, parking facilities, bridges, viaducts or pedestrian overpasses, interstate highways, street construction or reconstruction, streetscapes, road beautification, bikeways, trails, transit and aviation facilities, and above-grade utilities.

The City Capital Improvement Program is reviewed annually by the Public Arts Advisory Commission and the City's public art staff, in conjunction with city departments and the respective budget offices, for recommendations on public art allocations to the WDM City Council, as part of the presentation of the annual Public Works of Art Plan. This plan shall include the proposed public art projects for the upcoming year, with budgets and conceptual approaches.

The Public Work of Art Plan presentation by the Public Arts Advisory Commission shall take place on a schedule that coincides with the adoption of the City capital budget each year. The Public Arts Advisory Commission shall also give a written report of the status of all ongoing public art projects and projects completed within the last year. With the passage of the annual work plan, monies shall be transferred to a Public Art Fund. The Fund's budget shall be managed by the City's public art staff. The Public Arts Advisory Commission may from time to time during the course of the year modify the annual work plan. The City Council shall review any significant changes that are proposed.

4.0 Use of Public Art Funds

Monies in the Public Art Fund may be used for public artist design services and the acquisition or commissioning of public works of art for the West Des Moines Public Art Collection. Monies may be expended for public artist design fees; proposals/drawings/maquettes; artist travel and expenses; art purchases and commissions; art fabrication and/or materials; shipping and crating; insurance; the preparation, installation or placement of public works of art; public programs; and/or other purposes as decided by the Public Arts Advisory Commission for the implementation of the Public Art Program and Collection.

Fifteen percent of the dollars allocated for public art monies should be utilized for program administration and community engagement, artist selection processes, community outreach and public relations, project documentation and other appropriate and/or related purposes deemed necessary by the Public Arts Advisory Commission. Ten to fifteen percent of the public art monies, to the extent permitted by law and funding sources, should be set aside in a separate account within the Public Art Fund for curatorial and conservation services and for the preservation and maintenance of the Public Art Collection.

5.0 Eligible Public Works of Art

In general, all forms of artistic expression created by professional public artists (see sec. 5.1) are eligible for inclusion in the Public Art Program and Collection. These may be in a wide variety of styles, media and genre. They may include freestanding works of art, as well as art that has been integrated into the underlying architecture or landscape of a site. They may include permanently installed works of art, as well as temporary installations, if such projects contribute to the community understanding and participation. They may also include public artist-designed infrastructure elements, such as sound walls and utility structures, as well as public artist designed street furniture, such as benches, bus stops, tree grates, etc.

5.1 West Des Moines Public Art Definition and Collecting Statement

What is public art? As all artistic definitions expand, contract and evolve over time, so has the contemporary view of public art. Today, public art has moved beyond that of permanence and solidity, seeking to engage the community in a manner that, while not excluding the methods of the past, brings them to life as part of the community. Contemporary public art is not simply an aspect of the landscape, expanding to examine the ideas of personal and community engagement, the context and recontextualization of place and fomenting the exchange of ideas and identity within a community.²

The Public Arts Advisory Commission, in collaboration with each Public Art/Artist Selection Panel, will define the specific outcomes of each Public Arts Advisory Commission acquisition by writing a public art statement that is derived by community engagement in each public art project.

Overall, the City of West Des Moines Public Arts Advisory Commission desires to concentrate on commissioning site-specific and site-integrated public works of art for municipal locations throughout the city. Professional public artists, with previous accomplishment as revealed/identified in professionally juried and curated regional, national and international exhibitions and public collections, will be given priority.

5.2 Public Art Sites and Zones

5.2.1 Priority Public Art Sites and Zones, 2015-2020 are: *(Listed in alpha order)*

1. City/School Campus
2. Grand Prairie Parkway Bridge and I-80 Interchange/Gateway
3. I-35 Mills Civic Parkway Interchange/Gateway
4. Major trail entrances in West Des Moines
5. Raccoon River Park
6. Valley Junction

² Forecast Public Art website. Public Art Toolkit: *What is Public Art?* (2011). Accessed February 8, 2015. <http://forecastpublicart.org/toolkit/didactic.html>

5.2.2 Proposed Public Art Zones:

- New building projects and major renovations projects that are City of West Des Moines facilities
- All main road business corridors throughout city

5.3 Public Art Collection Ownership, Accessioning into the Permanent Collection

It is the desire of the Public Arts Advisory Commission to commission/acquire public art owned by the City, and formally accessioned into the City of West Des Moines Permanent Collection public works of art. The permanent Public Art Collection is specific and unique to WDM, and accessioning of public works of art into the permanent collection must be recommended by the Public Arts Advisory Commission to the City Council. Only accessioned public works of art in the permanent Public Art Collection will receive care, maintenance, conservation, community engagement (education), and other resources as defined under the City of West Des Moines Public Art Program and Collection.

Each accessioned public work of art should be uniquely numbered with a permanent collection accession number (never to be reused, even if the object itself is deaccessioned from the permanent collection). The permanent collection accession number should utilize the year accessioned into the collection, followed by the serial, numerical number of objects accessioned in that year, example 2015.1, followed by 2015.2. The accession number should be physically and permanently applied to the public art. The accession number is the dominant designation for creating and maintaining the Public Art Collection Archive. (See Sec. 5.4)

5.4 Public Art Collection Checklist and Object Archive for the Permanent Record

It is the desire of the Public Arts Advisory Commission to develop an aesthetically and intellectually diverse, high-quality public art collection.

The following object information shall be collected and maintained as part of the permanent record for each public work of art accessioned into the Public Art Collection.

Artist, life dates, nationality

Title of public work of art, year of completed work of art

Dimensions

Media

Site of public art

Years of the public art project, from beginning through installation and dedication

Artist's statement regarding public art

Selection Panel's Public Art Statement

Members of commissioning Selection Panel and Public Arts Advisory Commission during project

The City's public art staff will establish and maintain a permanent file for each accessioned public work of art into the permanent Public Art Collection. The archive record should include the following: budget, commissioning contracts, procurement documents and title; all

correspondence regarding the communication related to the commissioning, fabrication, installation of the public work of art; public art statement; artist statement of the public works of art; artist's recommended care/maintenance statement; annual condition reports; photo-documentation fully documenting the work of art with date and image identification; public artist's professional resume; and, any relevant information relating to the public work of art. This Public Art Collection Archive is intended to be an expanding archive for each public work of art.

6.0 Responsibilities

6.1 The Public Arts Advisory Commission shall:

- Be responsible for the ongoing oversight of the Public Art Program and Collection.
- Establish policy and procedures under which the Public Art Program and Collection operates.
- Advise on the acquisition, siting/placement, maintenance and recommend removal of all exterior public art on property of the City of West Des Moines, regardless of funding source. These Public Arts Advisory Commission recommendations will be made the City Council.
- Advise on the acquisition, siting/placement, maintenance and removal of all interior public art which is funded by the Public Art Fund. These Public Arts Advisory Commission recommendations will be made to the City Council.
 - Privately funded interior art may be installed and/or removed without the Public Arts Advisory Commission's review and recommendation.
 - No existing exterior public art or interior public art funded by the Public Art Fund on City property shall be removed without review and recommendation by the Public Arts Advisory Commission.
- Oversee the management of the Public Art Collection.
- Review and recommend to the City Council the annual Public Work of Art plan and the proposed annual budget for public art.
- Make recommendations regarding the care, maintenance, conservation of the Public Art Collection to the city's public art staff.
- Identify pool(s) of potential Public Art Selection Panel members.
- Act as liaisons to the individual public artist selection panels.
- Ensure community engagement and citizen participation in the Public Art Program.
- Review and recommend proposed gifts of public art to the City, as well as loans and long term exhibitions of public art on City-owned property.
- Review and recommend accessioning and deaccessioning of public works of art to and from the Public Art Collection.
- Periodically review and recommend changes to the Public Art Program guidelines, policies and procedures.

- Recommend permanent text plaques identifying each public work of art accessioned into the Public Art Collection. Plaque text should include object information: artist name, nationality, life dates, title of public art, year of completion, medium, dimensions, donor, collection identification, and object interpretation.

- Example:

Artist: Mac Adams, (British-American, born 1943)

Title: *The Moth*, 2008

Media: Vermont Marble

The term 'debug' used to describe fixing a problem with a computer, was actually a moth that landed on an early vacuum tube computer and rendered it temporarily inoperable. The artist has used the moth image as a metaphor embodying the concepts of invention, perception, precision and interactivity as relates to electrical and computer engineering. This sculpture requires participation of the viewer to locate the optimal spatial position from which to discover *The Moth*. The image only exists as a virtual image and is a relational factor between the marble stones. When the viewer changes position, *The Moth* vanishes and the voids and sculptural elements acquire other meanings, as interpreted by the viewer, with ongoing narratives affected by the prevailing light conditions that offer surprises and new perceptions.

Funding: City of West Des Moines

Collection: This public work of art is in the Public Art Collection, City of West Des Moines, Iowa.

Accession number: 2015.1

- Be sensitive to the public nature of the project and the necessity for cultural diversity in the Public Art Program and Collection.

6.2 The City Public Art Staff shall:

- Steer the overall work objectives of the Public Art Program and Collection, such as staff project administration, artist project management, strategic planning and community outreach.
- Monitor the overall development of the Public Art Program and Collection, including ensuring that local, regional, national and international public artists are represented in the Public Art Collection and ensuring the Public Art Collection is reasonably balanced over time with respect to media and genre and artists' gender.
- Oversee an annual maintenance survey of the Public Art Collection and manage routine maintenance/care of public art.
- Make recommendations to the Public Arts Advisory Commission.
- Prepare and recommend the annual work plan to the Public Arts Advisory Commission. This plan shall include identification of eligible Capital Improvement Projects and funding appropriations.
- Oversee all public artists' contracts in association with the Public Art Program.
- Present approved recommendations to the West Des Moines City Council.
- Fabricate and install permanent plaques identifying public works of art.
- Oversee maintenance and care of the public art collection. Oversee conservation of the public art collection. When required the staff will consult with large object conservators for recommendation of treatment proposals and treatments for public art works of art.

6.3 The Public Art/Artist Selection Panels shall:

- **Consist of approximately 5 to 8 members. Subject to additional members if the public art project warrants expanded representation.**
- **Be ad-hoc panels formed for a limited period of time and charged by the Public Arts Advisory Commission with recommending public artists for individual projects or groups of projects for specific public art sites.**
- **Consist of individuals broadly representative of the following categories: artists, arts professionals, community members, donors, project architects and/or engineers, landscape architects, project managers, and others as deemed appropriate.**
- **Author and approve a public art philosophy statement for each proposed public art project. The public art statement will outline community values, beliefs to be expressed by the public art project, and share this statement with the community and selected public artists. The public art statement must be officially approved by the Public Arts Advisory Commission prior to moving forward with public artist/art selection and public artist proposal submissions.**
- **Review professional credentials, prior work, proposals and other materials submitted by public artists for particular projects.**
- **Recommend to the Public Arts Advisory Commission public artist(s) to be commissioned for a project, or who will be engaged to join the design team for public art projects.**
- **Respond to the charges outlined in the public art project prospectus and project guidelines, concerning the requirements and concerns addressed within the particular project.**
- **Be sensitive to the public nature of the project and the necessity for cultural diversity in the Public Art Program and Collection.**
- **Continue to meet, when appropriate, to review the selected public artist's design concepts.**

6.4 The Public Artist(s) shall:

- **Submit professional public art credentials, visuals, proposals and/or project materials as directed for consideration by public artist/art Selection Panels.**
- **Conduct necessary research, including attending project orientation meetings and touring project sites, when possible and appropriate.**
- **If selected, execute and complete the public work of art, conceptual work or design work, and fabrication, or transfer title of an existing work of art, in a timely, fiscally sound and professional manner.**
- **Work closely with the project manager, City Staff, design architect and/or other design professionals associated with the project.**
- **Make presentations to the Public Arts Advisory Commission and other reviewing bodies at project milestones as required by contract.**
- **Make public presentations, conduct community education workshops or do a residency at appropriate times and forums in the community where the public work of art will be placed, as required by contract.**

6.5 The City Departments (agencies where the public work of art is sited) shall:

- Determine, in consultation with the City public art staff, which projects are eligible for public art inclusion, the amount of eligible project costs available for public art, and whether the project is appropriate for public artist involvement.
- Provide the City public art staff with information on the Capital Improvement Program, budgets and schedules.
- Designate a departmental representative to participate in the public artist selection process.
- Include City public art staff on architectural or engineering services selection panels, where feasible.
- Review the maintenance needs survey for public works of art located at the site agency.
- Inform the project architect, landscape architect or engineer of the public artist involvement in the Capital Improvement Project and involve the project designers in artist selection.
- Designate, in consultation with the appropriate leadership, a City representative or project manager for the Capital Improvement Project to act as the Department's agent for all coordination issues related to public art and the overall project.

6.6 The City Council shall:

- Review and approve the annual work plan presented by the Public Arts Advisory Commission that shall include identification of eligible Capital Improvement Projects and funding appropriations.
- Appropriate monies for individual Capital Improvement Projects which shall be transferred into the Public Art Fund as part of the annual Capital Improvement Program budgeting process.
- Approve contracts with public artists as required by the City's purchasing policy.

6.7 The Advising Agencies (City Attorney, Finance Department, etc.) shall:

- Work with the Public Arts Advisory Commission on the development of the annual budget for program administration and budget allocations, including verification of eligible construction projects.
- Review contracts for selected public artists and make recommendations regarding liability, insurance requirements and artists' rights.
- Provide consultation and information regarding particular needs and concerns of the Public Art Program.
- Coordinate with the Public Arts Advisory Commission City staff to determine program success.

6.8 The Construction Project Managers (City staff and/or Contractors) shall:

- Collaborate with the City public art staff on the development of public art projects.
- Coordinate with the Public Arts Advisory Commission's City staff on all issues related to the Public Art Program and the overall project including safety, liability, timeline, code requirements and installation deadlines, etc.

- Provide the Public Arts Advisory Commission’s City staff and public artist with the appropriate documentation necessary for project compatibility and completion (i.e., architectural/engineering design drawings and specifications, as-built drawings, structural drawings, mechanical drawings, electrical drawings, materials to support public outreach efforts, etc.).

7.0 Public Art/Artist Selection Process

7.1 Goals

The overarching goal of the public art/ artist selection process is to acquire public work(s) of art of the highest aesthetic quality. Selecting a public artist whose skill, experience, expression, style, commitment to collaboration, and community facilitation skills match the needs of the project is critical to the success of any project. Specifically, the goals of the selection process are to:

- Encourage the highest level of creative engagement and vibrant thinking with regard to individual works of public art or those in tandems with public or private architectural projects.
- Select a professional public artist or artists whose existing public works of art or past collaborative efforts have maintained a level of quality and integrity.
- Implement the goals of the overall Capital Improvement Program or private development project through an appropriate public artist selection.
- Further the mission and goals of the Public Art Program and Collection, and the Public Arts Advisory Commission.
- Identify the optimal approach to public art that is suitable to meet the demands of the particular capital project.
- Select a public artist or artists who will best respond to the distinctive characteristics of the site and the community it serves.
- Select a public artist(s) who can work successfully as members of an overall project design team.
- Ensure the selection process represents and considers the interests of all parties concerned, including the public, the arts community and the City department involved.

7.2 Methods of Selecting Public Artists

The method of selection for individual public art projects shall be determined by City of West Des Moines Public Arts Advisory Commission’s City staff, in consultation with the Public Arts Advisory Commission, in accordance with the adopted Public Art Program guidelines and principles. Any of the following methods may be used, depending upon the requirements of a particular project.

The following recruitment and public art acquisition methods are all legitimate forms for seeking the best public art as well as talented and qualified public artists. Each process has advantages and limitations; deciding with methods to use is dictated by the vision and criteria set forth by the Public Artist /Art Selection Panel for each individual public art project.

Open Competition: An open competition is a call for public artists for a specific project in which artists are asked to submit evidence of their past public works of art, proposal concept and/or completed projects. Any public artist may submit credentials and/or proposals, subject to any

limitations established by the Art/Artist Selection Panel or the Public Arts Advisory Commission. Calls for entries for open competitions will be sufficiently detailed to permit public artists to determine whether their art is appropriate for the project under consideration. This type of competition involves public advertisement, requests for qualifications, letters of interest, and applications or proposals.

Limited or Invitational Competition: A limited number of public artists shall be invited by the public artist/art Selection Panel to submit professional credentials and/or proposals for a specific project. Artists shall be invited, based on their past public art projects (proposed and/or completed) and demonstrated ability to successfully respond to the conditions posed by the particular public art project (i.e., water features, light works, paintings, sound works, landscape works, design team efforts, etc.), or based on other non-aesthetic Public Art Program goals (i.e., artists who reside in a particular community or neighborhood where a project is occurring, local, regional or national artists, etc.).

Direct Selection: At times the Public Arts Advisory Commission may elect to recommend a direct selection in which it contracts with a specific public artist for a particular project. Such an election may occur for any reason, but will generally occur when circumstances surrounding the project make either an open or limited competition unfeasible (for example; project timeline, community or social considerations, client demand, etc.). This type of commission is often used when the project is such that after a period of research and review of a specific public artist's art is exclusively appropriate and meets the goals of the specific public art project.

Public Art Consultant: The Public Arts Advisory Commission may contract with a public art consultant with expertise in public art curating and administration to recommend a short list of potential public artists for the Public Arts Advisory Commission and Selection Panels' consideration/review of a particular public art project. This type of artist selection process is often time efficient, and assures a high quality pool of public artists to select from that fits the project. (Over time, public artists presented in these consultant reviews create a future list of potential artists for invitation for other public art projects, and affords an opportunity for time and project savings).

Purchase of Existing Art: The purchase of existing works of art may be rare for the West Des Moines Public Art Collection, but may be suitable under certain circumstances. The approach may limit or omit the involvement of commissioning public artists if a project is multi-phased and requires design development. Purchased works of art may be designed and conceived into a public space that reflects community values, and thus may be site-specific.

Mixed Process: A mixed process may include any combination of the above approaches.

Pre-Qualified Public Artists List: The Public Arts Advisory Commission may, from time to time, use an Artist Selection Panel to create a pool of pre-qualified artists who can be utilized by Public Arts Advisory Commission to select artists for small, community-based projects where a separate artist selection panel may not be warranted. The pre-qualified artists list should be reviewed annually by the Public Arts Advisory Commission. The pre-qualified artist list may include

emerging public artists, and/or professional studio artist seeking entry-level Public Arts Advisory Commissions' acquisitions. The Public Arts Advisory Commission and Selection Panels may also utilize the Iowa Arts Council's Public Art Registry as an educational tool for committee members, and to become informed on pre-qualified artists known to the Iowa Arts Council.

7.3 Criteria for Selection of Public Artists or Public Works of Art

- **Qualifications:** Professional public artists shall be selected based on their professional qualifications as demonstrated by previously completed public works of art and/or proposals, and the appropriateness of their concepts to the particular project. Quality standards will be reviewed and based upon previous, professionally curated and/or juried art competitions at significant, non-profit fine art institutions.
- **Quality:** Of highest aesthetic priority are the intellectual, expressive and design capabilities of the artist and the inherent quality of art.
- **Media:** All forms of visual arts shall be considered, subject to any requirements set forth by the public art project prospectus.
- **Style:** Artists whose art is representative of all schools, styles, expressions and tastes shall be considered.
- **Appropriateness to Public Site:** Public art designs shall be appropriate in scale, material, form and content to the immediate social and physical environments with which they relate.
- **Permanence:** Consideration shall be given to structural and surface integrity, permanence and protection of the proposed public art against theft, vandalism, weathering and excessive maintenance and repair costs.
- **Elements of Design:** Consideration shall be given to public art as a genre that is created in a public context and must be judged by standards that include factors in addition to the aesthetic. Public art may also serve to establish focal points; terminate areas; modify, enhance or define specific spaces; establish identity; address specific issues of urban design; and/or commemorate.
- **Community Values:** While free artistic expression shall be encouraged, consideration must be given to the appropriateness of public works of art in the context of local community and social values.
- **Public Liability:** Safety conditions or risk factors that may bear on public liability must be considered in selecting a public artist or work of art.
- **Diversity:** The Public Art Program shall strive for diversity of style, scale, media and artists, including ethnicity and gender of artists selected. The program shall also strive for an equitable distribution of public works of art throughout the City.
- **Communication:** The ability of public artists to effectively communicate (verbal, written, and electronic) with a variety of groups, including other design professionals, public officials and community members, should be taken into consideration.

8.0 Collection Review

At least once in every five-year period, the Public Art Collection should be evaluated by the Public Arts Advisory Commission staff or an independent agency, for the purposes of collection management and in order to assess the Public Art Program and Collection's future. The City, with the advice of the Public Arts Advisory Commission, shall retain the right to deaccession any public

work of art in the City of West Des Moines Public Art Collection, regardless of the source of funding for the particular public work of art.

8.1 Objectives

- To establish a regular procedure for evaluating art in the Public Art Collection.
- To establish standards and best practices for the acquisition of public works of art by the Public Arts Advisory Commission.
- To ensure that deaccessioning is governed by careful, best practice procedures.
- To insulate the deaccessioning process from fluctuations in taste – whether on the part of the Public Arts Advisory Commission, the City, or the public.

8.2 Public Art Acquisition Review Standards

- Acquisitions should be directed toward public works of art of the highest quality.
- Acquisition of art into the Public Art Collection implies a commitment to the ongoing preservation, protection, maintenance and exhibition and education of the art for public benefit.
- Acquisition of public art, whatever the source of funding, should imply permanency within the City of West Des Moines Public Art Collection, so long as physical integrity, identity and authenticity are retained, and so long as the physical sites for the public art remain intact.
- Public works of art will be acquired/accessioned into the Public Art Collection without legal or ethical restrictions as to future use and disposition. The public work of art must be solely owned/titled to the City of West Des Moines, without restriction.

8.3 Deaccessioning Review Standards

Any proposal for deaccessioning, including the destruction or removal of a public work of art in the collection – or relocation of a public work of art shall be reviewed by the Public Arts Advisory Commission according to the policy and procedures contained herein, and shall be as deliberate as those practiced during the initial selection. The deaccession process should operate independently from short-term public pressures and fluctuations in artistic or community taste. During the review process, the public work of art shall remain accessible to the public in its original location. The final decision with respect to deaccessioning of public works of art shall reside with the Public Arts Advisory Commission.

Deaccessioning should be a seldom-employed action that operates with a strong presumption against removing public art from the City of West Des Moines permanent Public Art Collection.

Public art may be considered for review toward deaccessioning from the Public Art Collection if *one or more* of the following conditions apply:

- The condition or security of the public art cannot be reasonably guaranteed.
- The public work of art requires excessive maintenance, has faults of design or workmanship, and repair or remedy is impractical or unfeasible.
- The public art has been damaged and repair is impractical or unfeasible.
- The public art's physical or structural condition poses a threat to public safety.

- No suitable site is available, or significant changes in the use, character or design of the site have occurred which affect the integrity of the public work of art.
- Significant adverse public reaction has continued unabated over an extended period of time (at least five years).
- Deaccessioning is requested by the artist.
- The site and/or agency housing the public work of art is undergoing privatization.

Whenever a public work of art in the collection is being considered for deaccessioning, the artist shall, whenever practical, be given the first right of refusal to purchase the work at current fair market value.

9.0 Public Works of Art Donations and Loans

From time to time, private individuals, organizations and agencies make donations of art (or funding to acquire or commission art) to the City for general or specific purposes. This policy outlines the procedures that the City will follow in accepting donations of art. This policy shall also apply to art that is proposed for long-term loan to the City.

Acceptance of a public work of art into the City of West Des Moines Public Art Collection implies a commitment of its long-term care and preservation, as well as education program. Therefore, the acceptance of such donations must be deliberate, maintain high aesthetic standards and further the goals of the City of West Des Moines. Recognizing that West Des Moines' public spaces are a valuable and limited public resource, each proposed public work of art must add significant and long-term value to the space in which it is proposed to occupy.

The purposes of this policy are to:

- Provide uniform procedures for the review and acceptance of donations or loans of public works of art to the City.
- Vest in a single agency the responsibility of insuring the management and long-term care of donated public works of art.
- Facilitate planning for the placement of public works of art on City-owned property.
- Preserve the City's public spaces for the greatest enjoyment of the citizens and visitors.
- Maintain high aesthetic standards for public works of art exhibited and/or installed in City facilities.
- Provide for appropriate recognition for donors of public works of art to the City.

9.1 Public Art Donation Policy

Any time a donation or long-term loan (2-5 years) of a work of art is proposed for the City of West Des Moines, the City agency or department that operates or maintains the site of the proposed public work of art shall consult with the Public Arts Advisory Commission, which shall have final responsibility of reviewing and approving such proposed public art donation or long-term loan.

The City of West Des Moines may place public works of art on loan for a period of two years, renewable for up to five years. The City of West Des Moines Public Arts Advisory Commission does not engage in permanent loans (over five years) of public art.

9.2 Donations Guidelines

9.2.1 When a donation or long-term loan (2-5 years) of a work of art has been proposed, the City department or agency receiving the proposal shall notify the Public Arts Advisory Commission and City staff. The Public Arts Advisory Commission shall contact the prospective donor to inform the donor of the City's donation policy and gather information about the proposed donation.

9.2.2 Under the guidance of the Public Arts Advisory Commission, the prospective donor and the Department shall meet with City public art staff and prepare written and visual documentation of the proposed donation.

This documentation shall include, at a minimum, the following:

- Images, slides, drawings, photographs or a model of the proposed art
- Biography and professional resume of the public artist
- List of professional fine art exhibitions, public and private collections
- Provenance of the work of art
- Proposed site and installation plans
- Budget for site preparation and installation
- Ongoing operating costs for the art, if applicable
- Maintenance requirements for the public work of art
- Conditions or limitations on the loan as proposed by the lender
- Contact information for the donor, lender and the artist
- Fair market value of art to be determined by an independent professional appraisal
- Plans for the creation of a maintenance endowment for the purpose of caring for the public work of art over time

9.2.3 The Department shall:

- Inform the Public Arts Advisory Commission of the relationship of any advisory boards to the department.
- Confer with City public art staff concerning the financial and practical responsibilities for maintaining or operating the public work of art.
- Refer proposals for donation of art to the advisory board which shall in turn make a recommendation to the department head and the Public Arts Advisory Commission.
- Convey the department's or advisory board's recommendation to the Public Arts Advisory Commission in writing.

9.2.4 The Public Arts Advisory Commission shall review the donation proposal and determine whether they will accept or reject the donation.

The Public Arts Advisory Commission and the advisory panel shall consider the following criteria in making their decision:

- ***Aesthetic Considerations:*** To ensure art of the highest quality, proposed donations must be accompanied with a detailed written proposal and visual documentation, the artist's professional resume and, if appropriate, a current certified appraisal of the work of art.
- ***Financial/Legal Considerations:*** Based on the cost of installation, the proposal should identify sources of funding for the project and the projected cost of operation, maintenance and repair of the work of art over the expected life of the art. Careful consideration should be given to any proposed donation that will create substantial, ongoing costs for the maintenance and/or operation of the work of art.
- ***Liability:*** The proposal should discuss susceptibility of the work of art to damage and vandalism, any potential danger to the public, and any special insurance requirements and City liability.
- ***Environmental Considerations:*** The proposal should address appropriateness of the public work of art to the site, and the scale and nature of the work of art in relation to its immediate physical and social context.
- ***Maintenance Considerations:*** The proposal should identify resources needed for the long-term maintenance of the art and should be accompanied with a commitment to provide an endowment for such maintenance.

9.2.5 Upon reviewing the proposed donation, the Public Arts Advisory Commission shall decide to accept the donation or reject the donation. The Public Arts Advisory Commission shall not accept donations with contractual limitations on the future use, exhibition or disposal of the public work of art. When appropriate, the Public Arts Advisory Commission shall ask the donor to provide funds to permanently endow the maintenance of the work of art. If a specific City department operates and maintains the site of the public work of art, City public art staff shall consult with the department head to discuss the financial and practical responsibilities of maintaining or operating the public work of art.

9.2.6 If the Public Arts Advisory Commission chooses to accept the public work of art as a donation or a loan, the Public Arts Advisory Commission shall obtain either a legal instrument of conveyance of title or an executed loan agreement as appropriate. Any conditions the City or donor place on a loan shall be stated in writing and attached to the instrument of conveyance.

9.2.7 Once the public work of art has been accepted and the City becomes the legal owner, the City public art staff shall coordinate all processes relating to the installation, maintenance, removal or relocation of public work of art on City-owned property. The Public Arts Advisory Commission will recommend siting/placement of all exterior public works of art on City of West Des Moines property to the City Council.

9.2.8 Proposed public art donations shall be submitted to the City Council for final acceptance.

9.2.9 The Public Arts Advisory Commission, working with the department head and the donor, shall provide for appropriate recognition of the donor's contribution to the City.

9.3 Exception to the Guidelines for Donation of Public Works of Art

Gifts of state presented to the City by foreign governments or by other political jurisdictions of the United States – municipal, state or national – which may be accepted by the Mayor, City Council or City Manager shall be reviewed as follows:

- Permanent placement of art suitable and accessible for public display shall be determined jointly by the appropriate City department and the Public Arts Advisory Commission.
- Appropriate recognition and publicity shall be the responsibility of the City department with jurisdiction over the site of permanent placement, in consultation with the Public Arts Advisory Commission.
- If not provided by the donor, maintenance of the art shall be the responsibility of the department with jurisdiction over the site.

9.4 Acquisition of Art by City Agencies outside the Public Art Program and Collection

Recognizing that many City facilities were developed without a public art project, City departments are encouraged to allocate funds on a voluntary basis beyond the formal or codified process to enhance their offices and facilities through utilization of the Public Art Program's annual work plan.

Proposed art acquisitions by city departments of *interior works of art* shall not be reviewed by the Public Arts Advisory Commission, and exhibition, care and other related duties are not part of the charge of the Public Arts Advisory Commission.

The Public Arts Advisory Commission will review, advise on and recommend all exterior public works of art for acquisition, including siting/placement and maintenance, regardless of funding source, by the City of West Des Moines, and make recommendations to the City Council. No public art shall be installed or existing work of public art removed without a review and recommendation by the Public Arts Advisory Commission to the City Council.

Proposed exterior public art acquisitions by City Departments shall be reviewed by the Public Arts Advisory Commission. Proposed exterior public art acquisitions shall be accompanied by the following information:

- Images, slides, photos or a model of the proposed art
- Biography and professional resume of the artist
- Proposed site and installation plans
- Cost of the art and budget for installation
- Maintenance requirements for the art.

Art proposed for long-term loan (up to five years) to a City department shall be subject to the same considerations outlined above. Art proposed for placement in private offices or in non-public areas of City facilities shall not be subject to the Public Arts Advisory Commission review.

10.0 Conservation and Maintenance of the Public Art Collection

The Public Arts Advisory Commission shall survey the entire Public Art Collection annually in order to meet the following objectives:

- Provide for the regular inspection of public works of art.
- Establish a regular procedure for effecting necessary repairs to public works of art.
- Ensure regular maintenance of public works of art.
- Ensure that all maintenance of public art is completed with the highest standards of professional care and conservation.

10.1 Responsibilities

10.1.1 The Artist shall:

- Guarantee and maintain the public work of art against all defects of material or workmanship for a period of five years, or as defined by the Public Arts Advisory Commission, following installation, within the terms of the contract.
- Provide the Public Arts Advisory Commission with: detailed drawings of the installation; detailed specification list of all products and materials used in fabricating the public work of art; a minimum of 24 images depicting the fabrication through installation of the public work of art; and, with detailed instructions regarding routine maintenance/care of the public work of art.
- As City of West Des Moines planning evolves in future decades, the artist shall be given the opportunity to comment on, and participate in, all relocating, repairs and restorations that are made during his/her lifetime, provided the artist has supplied the City with current contact information.
- Hold the copyrights for all works of art (preparatory and final) and designs created under City contracts, provided that the artist shall grant the City an irrevocable license to reproduce the work in two-dimensional form for the purposes of education and promoting the City of West Des Moines and the Public Art Program and Collection and other non-commercial purposes.
- Provide current contact information to the City.

10.1.2 The City Department shall:

- Be responsible for routine maintenance of public art, upon the advice of City's public art staff, and shall perform all maintenance work in a manner that is consistent with care and conservation requirements supplied by the artist.
- Be responsible for reporting to the Public Arts Advisory Commission any damage to a work of art at a site over which it has jurisdiction.
- Not intentionally destroy, modify, relocate or remove from exhibit any work of art without prior consultation with the Public Arts Advisory Commission and artist.
- Not cause or undertake any non-routine maintenance or repairs to works of art without prior consultation with the Public Arts Advisory Commission.

10.1.3 The Public Arts Advisory Commission shall:

- Provide oversight for conducting an annual comprehensive maintenance survey of the Public Art Collection. This survey shall include a report on the location and condition of

each public work of art, photographic documentation, prioritized recommendations for the care, restoration or repair or maintenance of art and estimated costs.

- Communicate with the artist directly to report any necessary modifications to his or her public work of art.
- On the basis of the condition report, the Public Arts Advisory Commission may, for those works of public art in need of attention, recommend:
 - 1) That no action be taken
 - 2) That City staff work to ensure the work of art is properly restored
 - 3) That a professional conservator be engaged to evaluate the condition of the work, provide a treatment proposal, or effect repairs/conservation to the public work of art
 - 4) That the artist be asked to repair the art for a fair market value fee
 - 5) That the public work of art be considered for deaccessioning

Public Art Program Principles

1.0 Artist Rights

The City of West Des Moines Public Arts Advisory Commission is committed to a climate wherein artists will thrive and receive the economic benefits of, and recognition for, their work(s) and art. For that reason, it is important that artists retain reasonable control over the integrity of their art and receive equitable compensation for their creative endeavors. At the same time, the Public Arts Advisory Commission must also stay aware of the City's need to balance artists' rights with the necessity of making changes from time to time to City-owned buildings and structures that house public art or have public art incorporated into them.

1.1 Principles

The City of West Des Moines Public Arts Advisory Commission should assure the following rights to artists, which should be embodied in artist contracts for the commissioning or purchase of works of art.

- Recognizing that successful public art is generally inseparable from the site for which it is created, the Public Arts Advisory Commission should encourage the City to acknowledge artists' rights under the federal Visual Artists Rights Act (VARA) and should encourage City departments or site agencies not to move or remove a work of art unless its site has been destroyed, the use of the space has changed, or compelling circumstances require relocation of the work of art. Should it become necessary to move or remove a public work of art, the Public Arts Advisory Commission should encourage the City to make reasonable efforts to consult with the artist before effecting any removal or relocation. However, the Public Arts Advisory Commission and the City should reserve the right to move or remove the public work of art without notification under emergency circumstances where an immediate threat to property or public safety is present.
- Although the City, in its contract with an artist, may ask the artist to waive his or her federal and state rights in order to protect the City's interests, if a public work of art is significantly altered, modified, or destroyed, whether intentionally or unintentionally, the artist retains the right under VARA to disclaim authorship of the public work of art. Should an artist choose to exercise this disclaimer, the Public Arts Advisory Commission should, upon artist's request, officially request that the City department or site agency remove any plaques, labels or other identifying materials that associate the work with the artist.
- The integrity of a work of art depends upon regular conservation and maintenance. The Public Arts Advisory Commission is committed to inspect periodically the public works of art in its collection and make reasonable efforts to ensure that each object is properly and professionally maintained.

- The Public Arts Advisory Commission should use its best efforts to ensure that all maintenance of and repairs to public works of art are accomplished in accordance with any maintenance and repair instructions the artist has provided to the Public Arts Advisory Commission at the time of accession, and that all such maintenance and repairs adhere to the highest professional standards of public art conservation. The Public Arts Advisory Commission should make reasonable efforts to notify the artist before the City departments or site agencies undertake repairs or restorations to the art during the lifetime of the work of art. Where practical, the Public Arts Advisory Commission should seek to ensure that the artist be consulted and given an opportunity to accomplish the repairs or restorations at a reasonable fee for the lifetime of the work of art. The Public Arts Advisory Commission and the City department or site agency reserve the right to make emergency repairs without prior notification to the artist, if an immediate threat to property or public safety is present.
- The artist shall retain all copyrights associated with public works of art accessioned into the permanent collection under this program, including those acquired for the City. The Public Arts Advisory Commission agrees that it should not copy or reproduce the works of art in any way without prior written permission of the artist, except those rights which should be obtained when the artist and City enter into their agreement. Notwithstanding this policy, the Public Arts Advisory Commission and the City reserve the right to make photographs or other two-dimensional representations of the public works of art for public, noncommercial purposes, such as catalogues, brochures, guides and electronic media/social media and websites.

2.0 Artistic Freedom of Expression

The Public Arts Advisory Commission recognizes that free expression is crucial to the making of public works of art of enduring quality. At the same time, public art must be responsive to its immediate site in community settings, its relatively permanent nature, and the sources of its funding.

2.1 Principle

It is the policy of the Public Arts Advisory Commission to encourage free expression by artists participating in the Public Art Program and Collection, consistent with due consideration of the values and aspirations of the citizens of West Des Moines. Community representatives will be invited to serve on Artist/Art Selection Panels to ensure discussion of community sensibilities. Artists selected to participate in the program will be required to engage the community directly in the process of developing their artistic concepts and designs.

3.0 Community Participation and Outreach

The purpose of the Public Art Program and Collection is to serve the citizens of West Des Moines. By building a regular program of educational and promotional activities, a sense of community ownership can be instilled and cultivated. Such activities can generate broader community appreciation of public art and recognition of the role of public art in reflecting the community’s culture.

3.1 Principles

The Public Arts Advisory Commission shall make community participation a part of each public art project, as well as of the Public Art Program and Collection as a whole. This goal will be met by utilizing community-based advisory committees, community representation on artist selection panels, and artist interaction with the community.

The Public Arts Advisory Commission will develop a comprehensive approach to educational outreach concerning the Public Art Program and Collection. Elements of this ongoing educational policy shall include programs in public schools, the city library, the parks and recreation department and special events, such as exhibitions, public art tours, artist-in-residence programs, education and/or school programs, publications, brochures, films/videos, social media, websites and public meetings. In addition, avenues such as print and broadcast media will be cultivated in order to give access to the Public Art Program and Collection to the widest possible audience.

In order to implement this policy, the Public Arts Advisory Commission shall create an *ad hoc* community outreach committee to oversee efforts to increase community understanding and participation in the Public Art Program.

4.0 Conflicts of Interest

The Public Arts Advisory Commission recognizes it is essential for local artists and other related professionals to serve as members of the Public Arts Advisory Commission, its subcommittees and selection panels. It further recognizes that artists and other related professionals may have a real or perceived conflict of interest when serving in such a capacity while competing for projects. In general, a conflict of interest may arise whenever a Public Arts Advisory Commission member, advisory committee or panel member has a business, familial or personal relationship that would make it difficult to render an objective decision or create the perception that an objective decision would be difficult. A conflict may also arise whenever a Public Arts Advisory Commission, advisory committee or panel member possesses inside information or has a role in the decision-making process that could influence the outcome of a public art process or project. Therefore, the Public Arts Advisory Commission has established principles to govern service on the Public Arts Advisory Commission and its panels.

4.1 Principles

Members of the Commission

- Must disclose any real or potential conflict of interest.
- Are not eligible for any competition, commission or project during their tenure on the Public Arts Advisory Commission.
- Must withdraw from participating or voting on any competition, commission or project for which any family member or business associate has any financial interest or personal gain.
- Are ineligible for participation in any competition, commission or project of the Public Arts Advisory Commission for a period of one year following the end of an individual's term on the Commission and/or committee.
- Are ineligible for any competition, commission or project on which they voted during service on the Public Arts Advisory Commission, regardless of the length of time that has elapsed following Public Arts Advisory Commission service.

Members of Artist/Art Selection Panels

- Must disclose any real or potential conflict of interest.
- Must withdraw from participation, discussion and voting on any artist who is a family member, business associate or with whom the panel member has a gallery affiliation.
- May not enter any competition, commission or project on which they are serving as panelists or advisory committee members.

5.0 Balance of Local and Non-Local Artists

The Public Arts Advisory Commission recognizes that, while the primary objective of a program is the enhancement of public spaces in the City for the general benefit of its citizenry, a public art program can also be an important tool in developing the community of artists who reside in the city, county, state, region, and internationally.

5.1 Principles

The Public Arts Advisory Commission shall seek a balance over time in the awarding of contracts for public art projects among local, state, regional, national and international artists. Factors such as the size of the public art project, projected budget allocation and fiscal resources, the level of visibility of the public site, and the availability of overall funding, all may influence the decision on the part of the Public Arts Advisory Commission to seek artists from a local, state, regional or national pool of artists. Over time, the Public Arts Advisory Commission is committed to ensuring that a share of public art projects is awarded to local and regional artists, to the extent permitted by law.

6.0 Non-Discrimination

The Public Arts Advisory Commission recognizes the City of West Des Moines' diversity of citizens and seeks to be inclusive in all aspects of the Public Art Program and Collection.

6.1 Principles

The Public Arts Advisory Commission will not discriminate against any artist, program participant or community member, based on race, gender, age, ethnicity, socio-economic status, religious preference, sexual orientation, or political affiliation.

The Public Arts Advisory Commission will take all reasonable and appropriate steps to ensure that the City's public art collection is accessible to all persons, in accordance with the Americans with Disabilities Act.

Appendices

Appendix A

Sample project management schedule for public art projects.

Each public art project management schedule should be reviewed and customized.

The Public Arts Advisory Commission shall annually review and amend as needed a 3-5 Year Plan; and present in public hearings and to City Council for review and approval.

1. The Public Arts Advisory Commission shall identify public art projects/sites to be initiated with the fiscal budget for each project. Broad community engagement may be involved in site selection and fiscal determinations.
2. The Public Arts Advisory Commission shall for each public art project, select/appoint a public art/artist selection panel composed of citizens, representatives of Public Arts Advisory Commission (2), city staff, and others as appropriate.
3. The Artist/Public Art Selection Panel shall define the public art project scope, author the public art statement, and determine the public artist selection process and fiscal allocation. Broad community engagement beyond the selection panel may be involved. These determinations shall be reviewed and approved by the Public Arts Advisory Commission.
4. Finalize public artist solicitation process; invite and/or solicit finalist(s).
 - i. Engage public relations on project.
 - ii. Plan and implement education and community engagement activities for project.
5. Contract Negotiations with public artist and City procurement procedures.
6. Fabrication and possible visits to public artist's studio to view progress.
7. Mediate, manage and motivate issues between artist, design team, selection panel, community and Public Arts Advisory Commission.
8. Monitor and track project progress and status.
9. Control change orders and eliminate unnecessary costs.
10. Maintain schedule, confirm scale of work and appropriateness for site.
11. Review, project, and monitor details.

12. Facilitate transportation of public art to site.
13. Coordinate site construction/installation, monitor subcontractors, verify insurance, and indemnification.
14. Confirm copyright and transfer of ownership (title) of public art from artist to City.
15. Formally accession public work of art into the permanent Public Art Collection, and add accession number to the object.
16. Monitor and complete project documentation. Creation of object file/record, photo-documentation of object and update Public Art Collection checklist.
17. Finalize and dedicate the public art project.
18. Extend notes of appreciation to public artist, selection panels, contractors, and others as appropriate.
19. Evaluate public art project and process, and incorporate improved processes in future public art projects.

Appendix B

Sample contracts for Design Proposal; Implementation; Proposal and Implementation; and, Consultant are presented.³

Contracts should be reviewed and amended for each public art project with appropriate details added to the agreement.

³ Contract models are derived from University Museums, Iowa State University and *Going Public, A field guide to developments in art in public places*; Jeffrey L. Cruikshank and Pam Korza, Arts Extension Service in cooperation with the visual Arts Program of the National Endowment for the Arts (North Adams, Massachusetts, 1988).

**CITY OF WEST DES MOINES, PUBLIC ARTS ADVISORY COMMISSION
PUBLIC ART PROGRAM
[PROJECT TITLE]**

DESIGN PROPOSAL

AGREEMENT BY AND BETWEEN OWNER AND ARTIST

THIS AGREEMENT is made on _____ between the City of West Des Moines, acting for City of West Des Moines, Public Arts Advisory Commission, hereinafter referred to as the OWNER, and _____ hereinafter referred to as the ARTIST. The OWNER'S REPRESENTATIVE shall be _____ her/his designee.

WHEREAS, the City of West Des Moines, Iowa desires to commission and acquire site-integrated and site-specific public works of art for the community of West Des Moines, Iowa, and,

WHEREAS, the OWNER desires the ARTIST to create a public work of art, hereinafter referred to as the PUBLIC WORK OF ART, in the ARTIST'S unique style, and expressed with community engagement.

NOW, THEREFORE, in consideration of the mutual promises and undertakings contained herein, the parties agree as follows:

Article 1. Scope of Services

1.1 General

a. The ARTIST shall perform all services and furnish all supplies, materials and equipment as necessary for the design, execution, fabrication, transportation and installation of the Public Work of Art at the site.

b. The ARTIST shall determine the artistic expression, scope, design, color, size, material, texture, of the Public Work of Art, subject to review and acceptance by the OWNER'S REPRESENTATIVE as set forth in this Agreement.

1.2 Proposal

a. As promptly as possible after the execution of the Agreement, the ARTIST shall carry out reasonable site inspections, interviews and research as may be necessary, including meetings with the Public Art Committee(s), city staff, the community, and the project designers, in order to prepare a design Proposal for the Public Work of Art. The OWNER'S REPRESENTATIVE shall make available to the ARTIST the necessary background materials and information on matters affecting the site and installation of the Public Work of Art including, where applicable, a written program of requirements and specifications for the Public Work of Art and the plans for any underlying capital project. It is the intent of the parties that the OWNER'S REPRESENTATIVE and the ARTIST establish a close and cooperative consultation throughout the duration of this Agreement.

b. The OWNER'S REPRESENTATIVE will arrange for the ARTIST to meet with representatives of the Public Art Committee(s) in order for the ARTIST to learn of their concerns.

c. If the inspections, interviews, research and meetings provided for in paragraphs (a) and (b) require more than two (2) trips by the ARTIST to City of West Des Moines, before approval of the Proposal, the OWNER shall reimburse the ARTIST for reasonable expenses for travel and lodging of additional trips as preapproved in writing by the OWNER'S REPRESENTATIVE.

d. Within ninety (90) days after the execution of this agreement, the ARTIST shall prepare and submit the Proposal to the OWNER'S REPRESENTATIVE. The Proposal shall specify such materials, dimensions, weights, finish and preliminary maintenance recommendations and proposed installation method and include such drawings and other documentations and models as are required to present a meaningful representation of the concept and design of the proposed Public Work of Art. The Proposal shall include a budget, not to exceed \$ _____, that includes estimated costs for design, execution, fabrication, transportation and installation and the ARTIST's fee.

e. The OWNER'S REPRESENTATIVE, shall within sixty (60) days following the ARTIST's submission of the Proposal, notify the ARTIST whether it approves or disapproves the Proposal. During this period the ARTIST shall be available as reasonably required to communicate with the OWNER'S REPRESENTATIVE regarding the Proposal.

f. If the OWNER'S REPRESENTATIVE determines that the Proposal is disapproved, it shall provide the ARTIST with a statement in writing of its reasons for disapproval. In such event, the OWNER'S REPRESENTATIVE shall determine if either the ARTIST shall submit a second Proposal for the Public Work of Art within a reasonable period of time specified by the OWNER'S REPRESENTATIVE, or terminate this agreement. Within sixty (60) days following a second Proposal submission by the ARTIST, the OWNER'S REPRESENTATIVE shall notify the ARTIST in writing whether it approves or disapproves the Proposal. If the OWNER'S REPRESENTATIVE shall determine that the second Proposal is disapproved, it shall provide the ARTIST with a statement in writing of its reasons for disapproval, whereupon this agreement shall terminate.

g. In the event of termination of this agreement pursuant to paragraph (f), the ARTIST shall retain the Proposal and all compensation theretofore paid and neither party shall be under any further obligation to the other in respect of the subject matter thereof.

1.3 Design Review

a. Within ___ days after the OWNER'S REPRESENTATIVE approves the Proposal, the ARTIST shall, after consultation and collaboration with the OWNER'S REPRESENTATIVE and, city staff, Public Art Committee(s), and project designers, prepare and submit to the OWNER'S REPRESENTATIVE detailed working drawings of the Public Work of Art and the site, together with such other graphic materials as may be reasonably be requested by the OWNER'S REPRESENTATIVE in order to permit the OWNER to carry out structural design review and to certify the compliance of the Public Work of Art with applicable statutes and ordinances. Upon request by the ARTIST, the OWNER'S REPRESENTATIVE shall promptly furnish all information, materials and assistance required by the ARTIST in connection with said submission.

b. The OWNER may require the ARTIST to make such revisions to the Proposal as are necessary for the Public Work of Art to comply with applicable statutes, ordinances, or regulations of any governmental regulatory agency having jurisdiction over the project.

c. The OWNER may also request revisions for other practical (non-aesthetic) reasons.

d. The ARTIST shall receive no revision or redesign fees.

e. Within ___ days after its receipt of the ARTIST's submission pursuant to this Section 1.3, the OWNER'S REPRESENTATIVE shall notify the ARTIST of its approval or disapproval of such submission and of all revisions made in the Proposal as a result thereof. Revisions made pursuant to this Section 1.3 become part of the Proposal.

f. Upon approval of the Proposal, the OWNER shall become OWNER of all the studies, sketches, drawings, paintings, diagrams and models or related products as presented in the Proposal to the Public Art Committee(s).

1.4 Risk of Loss. The risk of loss or damage to the Proposal shall be borne by the ARTIST until final acceptance by the OWNER, and the ARTIST shall take such measures as are necessary to protect the proposal from loss or damage until final acceptance.

1.5 Indemnity

a. The ARTIST agrees to indemnify and hold harmless the OWNER from any liabilities, willful or non-willful acts of negligence by the ARTIST or the ARTIST's agents, or any or all elements of loss, theft, mutilation, vandalism or other damage (including that caused by acts of God) that may befall the proposal during any activities related to the planning, creating, or delivery of the proposal.

b. Upon final acceptance of the Proposal, the OWNER shall, to the extent permitted by law, indemnify and hold harmless the ARTIST against any and all claims or liabilities then existing or arising thereafter in connection with the Public Work of Art, the site, the project of this agreement, except claims by the OWNER against the ARTIST and claims which may occur as a result of the ARTIST's breach of the warranties provided in Article 4.

c. The OWNER will require any subcontractor performing work in connection with the proposal produced under this agreement to hold harmless, indemnify and defend the OWNER and the ARTIST, their consultants and each of their officers, agents and employees from any and all liability claims, losses or damage arising out of the subcontractor's negligent acts, errors or omissions in the performance of the proposal, but not including liability that may be due to the acts of the OWNER, the ARTIST, their consultants or their officers, agents, and employees.

Article 2. Compensation and Payment Schedule

2.1 Fixed Fee. The OWNER shall pay the ARTIST a fixed fee of \$ _____, which shall constitute full compensation for all travel, lodging, design, fees, services, and materials to be performed and furnished by the ARTIST under this agreement. The fee shall be paid in the following installments, expressed as percentages of such fixed fee, each installment to represent full and final, nonrefundable payment for all services, expenses, and materials provided prior to the due date thereof. The ARTIST shall invoice the OWNER for each payment request.

a. 50 percent (50%) within thirty (30) days following the execution of this agreement.

b. 50 percent (50%) upon submission of the accepted Proposal to the OWNER'S REPRESENTATIVE payable within thirty (30) days.

2.2 Artist's Expenses. The ARTIST shall be responsible for the payment of all mailing or shipping charges on the Proposal to the OWNER'S REPRESENTATIVE and the costs of all travel by the ARTIST and the ARTIST's agents and employees necessary for the proper performance of the services required under this agreement.

Article 3. Time of Performance

3.1 Duration. The services to be required of the ARTIST as set forth in Article 1 shall be completed in accordance with the schedule for completion of the Public Work of Art as proposed by the ARTIST and approved by the OWNER'S REPRESENTATIVE pursuant Section 1.2, provided that such time limits may be extended or otherwise modified by written agreement between the ARTIST and the OWNER'S REPRESENTATIVE.

Article 4. Warranties

4.1 Warranties of Title. The ARTIST represents and warrants that: (a) the Public Work of Art is solely the result of the artistic effort of the ARTIST; (b) except as otherwise disclosed in writing to the OWNER'S REPRESENTATIVE, the Public Work of Art is unique and original and does not infringe upon any copyright; (c) that the Public Work of Art, or a duplicate thereof, has not been accepted for sale elsewhere; and (d) the Public Work of Art is free and clear of any liens from any source whatever.

Article 5. Insurance

The ARTIST and all employees of the ARTIST shall each effect and maintain insurance to protect the ARTIST from claims under workers compensation acts; claims for damages because of bodily injury including personal injury, sickness or disease, or death of any of their employees or of any person other than their employees; and from claims for damages because of injury to or destruction of tangible property; including loss of use resulting therefrom; and from claims arising out of their performance of professional services caused by errors, omissions, or negligent acts for which the ARTIST is legally liable.

Article 6. Reproduction Rights.

6.1 General. The ARTIST retains all rights under the Copyright Act of 1976, 17 U.S.C., 101 et. seq., and all other rights in and to the Public Work of Art except ownership and possession, except as such rights are limited by this Section 6.1. In view of the intention that the Public Work of Art in its final dimension shall be unique, the ARTIST shall not make any additional duplicate reproductions of the final Public Work of Art, nor shall the ARTIST grant permission to others to do so except with the written permission of the OWNER. The ARTIST grants to the OWNER and its assigns a royalty-free, irrevocable license to make two dimensional reproductions of the Public Work of Art for educational and/or non-commercial purposes, including but not limited to reproductions used in advertising, calendars, posters, brochures, media, publicity, catalogues, city, educational and development projects, or other similar publications, provided that these rights are exercised in a professional manner.

6.2 Notice. All reproductions by the OWNER shall contain a credit to the ARTIST and a copyright notice substantially in the following form: c [ARTIST's name], date of publication.

6.3 Credit to Owner. The ARTIST shall use best efforts to give a credit reading substantially, "an original Public Work of Art owned and commissioned by City of West Des Moines, Public Arts Advisory Commission, West Des Moines, Iowa" in any public showing under the ARTIST'S control of the proposal.

6.4 Registration. The ARTIST shall cause to be registered, with the United States Register of Copyrights, a copyright of the Proposal in the ARTIST'S name.

Article 7. Assignments, Transfers, Subcontracting

7.1 Neither this agreement nor any interest herein shall be transferred by the ARTIST. Any such transfer shall be null and void and shall be cause to annul this agreement.

7.2 Subcontracting by ARTIST. The ARTIST may subcontract portions of the services to be provided hereunder at the ARTIST'S expense provided that said subcontracting shall not negatively affect the design, appearance, or visual quality of the Proposal and shall be carried out under the personal supervision of the ARTIST. The ARTIST must obtain approval from the OWNER'S REPRESENTATIVE prior to hiring any subcontractor. If the OWNER'S REPRESENTATIVE does not approve the hiring of any subcontractor, another subcontractor must be submitted for approval by the OWNER'S REPRESENTATIVE.

Article 8. Termination

If either party to this agreement shall willfully or negligently fail to fulfill in a timely and proper manner, or otherwise violate, any of the covenants, agreements or stipulations material to this agreement, the other party shall thereupon have the right to terminate this agreement by giving written notice to the defaulting party of its intent to terminate specifying the grounds for termination. The defaulting party shall have thirty (30) days after receipt of the notice to cure the default. If it is not cured, then this agreement shall terminate. In the event of default by the OWNER, the OWNER shall promptly compensate the ARTIST for all services performed by the ARTIST prior to termination. In the event of default by the ARTIST, all finished and unfinished drawings, sketches, photographs, and other work products prepared and submitted or prepared for submission by the ARTIST under this agreement shall at the OWNER'S option become its property, provided that no right to fabricate or execute the Public Work of Art shall pass to the OWNER and the OWNER shall compensate the ARTIST pursuant to Article 2 for all services performed by the ARTIST prior to termination; or the ARTIST shall refund all amounts paid by the OWNER in exchange for all finished and unfinished related Public Work of Arts. Notwithstanding the previous sentence, the ARTIST shall not be relieved of liability to the OWNER for damages sustained by the OWNER by virtue of any breach of this Agreement by the ARTIST, and the OWNER may reasonably withhold payments to the ARTIST until such time as the exact amount of such damages due the OWNER from the ARTIST is determined.

Article 9. Compliance

The ARTIST shall be required to comply with Federal, State, and City statutes, ordinances and regulations applicable to the performance of the ARTIST'S services under this agreement.

Article 10. Entire Agreement

This writing embodies the entire agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.

Article 11. Modification

No alternation, change, or modification of the terms of the agreement shall be valid unless made in writing and signed by both parties hereto and approved by appropriate action of the OWNER.

Article 12. Notices

All notices, requests, demands and other communications which are required or permitted to be given under this agreement shall be in writing and shall be deemed to have been duly given upon the delivery or receipt thereof, as the case may be, if delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, as follows:

A. if the OWNER, to: [name]
 City of West Des Moines, Public Arts Advisory Commission
 4200 Mills Civic Pkwy.
 West Des Moines, Iowa 50265

 Phone:
 Email:

B. if the ARTIST, to:

Article 13. Additional Agreements

The ARTIST shall recognize the OWNER'S REPRESENTATIVE or designee as its duly authorized representative of the OWNER.

This agreement is executed on day and year first written above.

PUBLIC ARTIST:

[Name]

Social Security Number

Recommended by:

[Chairperson's name]
Chair, Public Art Selection Committee

[Name]
[Title]
OWNER'S REPRESENTATIVE

[Name]
[Title]
City of West Des Moines, Public Arts Advisory Commission

OWNER

[Name]

[Title]

City of West Des Moines

ARTIST

(ARTIST name)

Social Security Number

**CITY OF WEST DES MOINES, PUBLIC ARTS ADVISORY COMMISSION
PUBLIC ART PROGRAM
*[Project Title]***

PROJECT IMPLEMENTATION

AGREEMENT BY AND BETWEEN OWNER AND ARTIST

THIS AGREEMENT is made on _____ between the City of West Des Moines, acting for City of West Des Moines, Public Arts Advisory Commission, hereinafter referred to as the OWNER, and _____ hereinafter referred to as the ARTIST. The OWNER'S REPRESENTATIVE shall be _____ [name] her/his designee.

WHEREAS, the City of West Des Moines, Iowa desires to commission and acquire site-integrated and site-specific public works of art for the community of West Des Moines, Iowa, and,

WHEREAS, the OWNER desires the ARTIST to create a public work of art, hereinafter referred to as the PUBLIC WORK OF ART, in the ARTIST'S unique style, and expressed with community engagement.

NOW, THEREFORE, in consideration of the mutual promises and undertakings contained herein, the parties agree as follows:

Article 1. Scope of Services

1.1 General

a. The ARTIST shall perform all services and furnish all supplies, materials and equipment as necessary for the design, execution, fabrication, transportation and installation of the Public Work of Art at the site.

b. The ARTIST shall determine the artistic expression, scope, design, color, size, material, texture, of the Public Work of Art, subject to review and acceptance by the OWNER'S REPRESENTATIVE as set forth in this Agreement.

1.2 Execution of the Work

a. After written approval of the submissions and revisions of the approved Proposal, the ARTIST shall furnish the OWNER'S REPRESENTATIVE a tentative schedule for completion of fabrication and installation of the Public Work of Art, including a schedule for the submission of progress reports, if any. After written approval of the schedule by the OWNER, the ARTIST shall fabricate, transport and install the Public Work of Art in accordance with such schedule. Such schedule may be amended by written agreement between the OWNER and the ARTIST.

b. The OWNER shall have the right to review the Public Work of Art at reasonable times during the fabrication thereof. The ARTIST shall submit to the OWNER progress reports in accordance with the schedule provided for in Section 1.2 (a).

c. The ARTIST shall complete the fabrication and installation of the Public Work of Art in substantial conformity with the approved Proposal.

d. The ARTIST shall present to the OWNER'S REPRESENTATIVE in writing for further review and approval any significant changes in scope, design, color, size material or texture of the Public Work of Art not permitted by or not in substantial conformity with the Proposal. A significant change is any change in the scope, design, color, size, material, texture or location of the site of

the Public Work of Art which affects installation, scheduling, site preparation or maintenance for the Public Work of Art or the concept of the Public Work of Art as represented in the Proposal.

1.3 Delivery and Installation

a. The ARTIST shall notify the OWNER'S REPRESENTATIVE in writing when the fabrication of the Public Work of Art is completed and the ARTIST is ready for its delivery and installation at the site.

b. The ARTIST agrees to notify the OWNER'S REPRESENTATIVE, no fewer than (30) days prior to the ARTIST'S intended time of delivery to determine the particulars of delivery time, location and agent designated by the OWNER.

c. The ARTIST shall deliver and install the completed Public Work of Art at the site in compliance with the schedule approved pursuant to Section 1.2 (a).

d. The ARTIST shall be responsible for all expenses, labor and equipment to prepare the site for the timely installation of the PUBLIC WORK OF ART, including footings, spot lighting and mounting devices.

1.4 Post Installation

a. Within 30 days after the installation of the Public Work of Art, the ARTIST shall furnish the OWNER'S REPRESENTATIVE with the following images/photographs of the Public Work of Art:

(i) a minimum of twenty-four (24) color images photographs which document the process and development of the Public Work of Art from beginning fabrication through completion;

(ii) A minimum of twelve (12) color images of the completed/installed Public Work of Art, one taken from at least three different viewpoints;

b. The ARTIST shall be notified of any dates and times for Public Art dedication or presentation ceremonies relating to the Public Art Program. The OWNER shall not be required to pay the ARTIST'S expenses to attend any such ceremonies.

c. The OWNER'S REPRESENTATIVE shall use its best efforts to arrange for publicity for the completed Public Work of Art in such publications and otherwise as may be determined between the OWNER and ARTIST as soon as practicable following installation.

d. Upon installation of the Public Work of Art, the ARTIST shall provide to the OWNER'S REPRESENTATIVE final, written instructions for appropriate maintenance and preservation of the Public Work of Art.

1.5 Final Acceptance

a. The ARTIST shall advise the OWNER'S REPRESENTATIVE in writing when all services in Sections 1.1 through 1.4 (d) have been completed in substantial conformity with the Proposal.

b. The OWNER'S REPRESENTATIVE shall notify the ARTIST in writing of its final acceptance of the Public Work of Art.

c. Final acceptance shall be effective as of: (1) the date of the OWNER'S REPRESENTATIVE'S notification of final acceptance; or, (2) the 30th day after the ARTIST has sent the written notice to the OWNER'S REPRESENTATIVE under Section 1.5 (a) unless the OWNER'S REPRESENTATIVE upon receipt of such notice and prior to the expiration of the 30 day period, gives the ARTIST written notice specifying and describing the services which have not been completed.

1.6 Risk of Loss. The risk of loss or damage to the Public Work of Art shall be borne by the ARTIST until final acceptance by the OWNER, and the ARTIST shall take such measures as are necessary to protect the Public Work of Art from loss or damage until final acceptance.

1.7 Indemnity

a. The ARTIST agrees to indemnify and hold harmless the OWNER from any liabilities, willful or non-willful acts of negligence by the ARTIST or the ARTIST'S agents, or any or all elements of loss, theft, mutilation, vandalism or other damage (including that caused by acts of God) that may befall the Public Work of Art during any activities related to the planning, creation or delivery of the Public Work of Art.

b. Upon final acceptance of the Public Work of Art, the OWNER shall, to the extent permitted by law, indemnify and hold harmless the ARTIST against any and all claims or liabilities then existing in connection with the Public Work of Art, the site, the project or this agreement, except claims by the OWNER against the ARTIST and claims which may occur as a result of the ARTIST'S breach of the warranties provided in Article 4.

c. The OWNER will require any subcontractor performing work in connection with the Public Work of Art produced under this Agreement to hold harmless, indemnify and defend the OWNER and the ARTIST, their consultants and each of their officers, agents and employees from any and all liability claims, losses or damage arising out of the subcontractor's negligent acts, errors or omissions in the performance of the Public Work of Art, but not including liability that may be due to the acts of the OWNER, the ARTIST, their consultants or their officers, agents and employees.

1.8 Title. Title of the Public Work of Art shall pass to the OWNER upon final acceptance.

Article 2. Compensation and Payment Schedule

2.1 Fixed Fee. The OWNER shall pay the ARTIST a fixed rate of \$ ____, which shall constitute full compensation for all fees, services, expenses, and materials to be performed and furnished by the ARTIST under this agreement. The fee shall be paid in the following installments, expressed as percentages of such fixed fee, each installment to represent full and final, non- refundable payment for all services and materials provided prior to the due date thereof:

a. ____percent (%) within thirty (30) days upon execution of this agreement.

b. ____percent (%) within thirty (30) days after the ARTIST notifies the OWNER that the Public Work of Art is fabricated and ready for installation at the site.

c. Ten percent (10%) within thirty (30) days after final acceptance. If the ARTIST selects to utilize the OWNER'S services and materials during installation, those fees shall be deducted from the final payment due the ARTIST.

2.2 ARTIST'S Expenses. The ARTIST shall be responsible for the payment of all mailing or shipping charges on submissions to the OWNER'S REPRESENTATIVE, the cost of transporting the Public Work of Art to the site and the costs of all travel by the ARTIST and the ARTIST'S agents and employees necessary for the proper performance of the services required under this agreement.

2.3 Invoices. The ARTIST shall submit an invoice to the OWNER REPRESENTATIVE for each scheduled payment as described in section 2.1. The invoice shall be on ARTIST stationary, and may not be submitted electronically.

Article 3. Time of Performance

3.1 Duration. The services to be required of the ARTIST as set forth in Article 1 shall be completed in accordance with the schedule for completion of the Public Work of Art as proposed by the ARTIST and approved by the OWNER'S REPRESENTATIVE pursuant Section 1.2, provided that such time limits may be extended or otherwise modified by written agreement between the ARTIST and the OWNER'S REPRESENTATIVE.

3.2 Construction Delays. If, when the ARTIST completes fabrication or procurement of the Public Work of Art in accordance with the approved schedule and notifies the OWNER that the Public Work of Art is ready for installation, the ARTIST is delayed from installing the Public Work of Art within the time specified in the schedule as a result of the construction of the site not being sufficiently complete reasonably to permit installation of the Public Work of Art, the OWNER shall provide storage, or reimburse the ARTIST for reasonable transportation and storage costs incurred for the period between the time provided in the schedule for commencement of installation and the date upon which the site is sufficiently complete reasonably to permit installation of the Public Work of Art.

3.3 Early Completion of ARTIST Services. The ARTIST shall bear any transportation and storage costs resulting from the completion of the ARTIST'S services prior to the time provided in the schedule for installation.

3.4 Time Extensions. The OWNER'S REPRESENTATIVE may grant a reasonable extension of time to the ARTIST in the event that there is a delay on the part of the ARTIST in performing its obligations under this Agreement or in completing the underlying capital projects, or if conditions beyond the ARTIST'S control or Acts of God render timely performance of the ARTIST'S services impossible or unexpectedly burdensome. Likewise the ARTIST shall always grant a reasonable extension of time to the OWNER in the event that there is a delay on the part of the OWNER in performing its obligations under this Agreement, or if conditions beyond the OWNER'S control or Acts of God render timely performance of the OWNER'S services impossible or unexpectedly burdensome. Failure to fulfill contractual obligations due to conditions beyond either party's reasonable control will not be considered a breach of contract; provided that such obligations shall be suspended only for the duration of such condition.

Article 4. Warranties

4.1 Warranties of Title. The ARTIST represents and warrants that: (a) the Public Work of Art is solely the result of the artistic effort of the ARTIST; (b) except as otherwise disclosed in writing to the OWNER'S REPRESENTATIVE, the Public Work of Art is unique and original and does not infringe upon any copyright; (c) that the Public Work of Art, or a duplicate thereof, has not been accepted for sale elsewhere; and (d) the Public Work of Art is free and clear of any liens from any source whatever.

4.2 Warranties of Quality and Condition. The ARTIST represents and warrants, except as otherwise disclosed to the OWNER in writing in connection with the submission of the Proposal and pursuant to Article 1 that: (a) the execution and fabrication of the Public Work of Art will be performed in a high-quality, workmanlike manner; (b) the Public Work of Art, as fabricated and installed, will be free of defects in material and workmanship, including any defects consisting of inherent vice or qualities which cause or accelerate deterioration of the Public Work of Art; and (c) reasonable maintenance recommendations to be submitted by the ARTIST to the OWNER'S REPRESENTATIVE hereunder.

The warranties described in this Section 4.2 shall survive for a period of five years after the final acceptance of the Public Work of Art. The OWNER shall give notice to the ARTIST of any observed breach with reasonable promptness. The ARTIST shall, at the request of the OWNER, and at no cost to the OWNER, cure reasonably and promptly the breach of any such warranty which is curable by the ARTIST and which cure is consistent with professional conservation standards (including, for example, cure by means of repair or refabrication of the Public Work of Art).

Article 5. Insurance

The ARTIST and all employees of the ARTIST shall each effect and maintain insurance to protect the ARTIST from claims under workers compensation acts; claims for damages because of bodily injury including personal injury, sickness or disease, or death of any of their employees or of any person other than their employees; and from claims for damages because of injury to or destruction of tangible property; including loss of use resulting therefrom; and from claims arising out of their performance of professional services caused by errors, omissions, or negligent acts for which the ARTIST is legally liable.

Article 6. Reproduction Rights.

6.1 General. The ARTIST retains all rights under the Copyright Act of 1976, 17 U.S.C., 101 et. seq., and all other rights in and to the Public Work of Art except ownership and possession, except as such rights are limited by this Section 6.1. In view of the intention that the Public Work of Art in its final dimension shall be unique, the ARTIST shall not make any additional duplicate reproductions of the final Public Work of Art, nor shall the ARTIST grant permission to others to do so except with the written permission of the OWNER. The ARTIST grants to the OWNER and its assigns a royalty-free, irrevocable license to make two dimensional reproductions of the Public Work of Art for educational and/or non-commercial purposes, including but not limited to reproductions used in advertising, calendars, posters, brochures, media, publicity, catalogues, City of West Des Moines educational and development projects, or other similar publications, provided that these rights are exercised in a professional manner.

6.2 Notice. All reproductions by the OWNER shall contain a credit to the ARTIST and a copyright notice substantially in the following form: © [ARTIST'S NAME], date of publication.

6.3 Credit to Owner. The ARTIST shall use best efforts to give a credit reading substantially, "an original Public Work of Art owned and commissioned by City of West Des Moines, Public Arts Advisory Commission, West Des Moines, Iowa" in any public showing under the ARTIST'S control of reproductions of the Public Work of Art.

6.4 Registration. The ARTIST shall cause to be registered, with the United States Register of Copyrights, a copyright of the Public Work of Art in the ARTIST'S name.

Article 7. ARTIST'S Rights

7.1 Identification. The OWNER shall, at its expense, prepare and install at the site a plaque identifying the ARTIST, the title of the Public Work of Art, the year of completion, and the Public Art Program; and shall reasonably maintain such notice to the extent as may be practicable.

7.2 Maintenance. The OWNER recognizes that maintenance of the Public Work of Art on a regular basis is essential to the integrity of the Public Work of Art. The OWNER shall reasonably

assure that the Public Work of Art is properly maintained and protected, taking into account the instructions of the ARTIST provided in accordance with Section 1.4 (e).

7.3 Alteration of the Work or of the Site.

a. Except as provided under subsection 7.3(b), below, The OWNER agrees that it will not intentionally damage, alter, modify or change the Public Work of Art without the prior written approval of the ARTIST.

b. The OWNER reserves the right to alter the location of the Public Work of Art; relocate the Public Work of Art to another site; and remove the Public Work of Art from public display as necessitated by city development and planning, or as the OWNER determines as appropriate. The following provisions shall apply to relocation or removal:

(i) While the OWNER shall attempt to remove Public Work of Art in such a way as to affect the Public Work of Art, it is the parties understanding that such removal may result in damage, alternation, modification, destruction, distortion or other change of the Public Work of Art. The ARTIST acknowledges that this provision shall quality under 17 U.S. C. Section 113, (d) so as to waive rights under 17 U.S.C. Section 106A.

(ii) If, at the time of removal, it is determined that the Public Work of Art may be removed without damage, alteration, modification, destruction, distortion or other change, OWNER shall give notice as required by 17 U.S.C. Section 113 (d) (2) and (3). On completion of the Public Work of Art, the ARTIST agrees to file the records, including ARTIST'S identity and address, with the Register of Copyrights as provided under 17 U.S.C. Section 113 (d) (3). The ARTIST further agrees to update information with the Register of Copyrights so as to permit notification of intent to remove the Public Work of Art.

7.4 Permanent Record. The OWNER'S REPRESENTATIVE shall maintain on permanent file a record of this Agreement and the location and disposition of the Public Work of Art.

Article 8. ARTIST as Independent Contractor.

The ARTIST shall perform all work under this Agreement as an independent contractor and not as an agent or an employee of the OWNER. The ARTIST shall not be supervised by any employee or official of the OWNER, nor shall the ARTIST exercise supervision over any employee or official of the OWNER.

Article 9. Assignments, Transfer, Subcontracting

9.1 Neither this Agreement nor any interest herein shall be transferred by the ARTIST. Any such transfer shall be null and void and shall be cause to annul this Agreement.

9.2 Subcontracting by ARTIST. The ARTIST may subcontract portions of the services to be provided hereunder at the ARTIST'S expense provided that said subcontracting shall not negatively affect the design, appearance, or visual quality of the Proposal and shall be carried out under the personal supervision of the ARTIST. The ARTIST must obtain approval from the OWNER'S REPRESENTATIVE prior to hiring any subcontractor. If the OWNER'S REPRESENTATIVE does not approve the hiring of any subcontractor, another subcontractor must be submitted for approval by the OWNER'S REPRESENTATIVE.

Article 10. Termination

If either party to this agreement shall willfully or negligently fail to fulfill in a timely and proper manner, or otherwise violate, any of the covenants, agreements or stipulations material to this agreement, the other party shall thereupon have the right to terminate this agreement by giving written notice to the defaulting party of its intent to terminate specifying the grounds for termination. The defaulting party shall have thirty (30) days after receipt of the notice to cure the default. If it is not cured, then this agreement shall terminate. In the event of default by the OWNER, the OWNER shall promptly compensate the ARTIST for all services performed by the ARTIST prior to termination. In the event of default by the ARTIST, all finished and unfinished drawings, sketches, photographs, and other work products prepared and submitted or prepared for submission by the ARTIST under this agreement shall at the OWNER'S option become its property, provided that no right to fabricate or execute the Public Work of Art shall pass to the OWNER and the OWNER shall compensate the ARTIST pursuant to Article 2 for all services performed by the ARTIST prior to termination; or the ARTIST shall refund all amounts paid by the OWNER in exchange for all finished and unfinished related Public Works of Art. Notwithstanding the previous sentence, the ARTIST shall not be relieved of liability to the OWNER for damages sustained by the OWNER by virtue of any breach of this Agreement by the ARTIST, and the OWNER may reasonably withhold payments to the ARTIST until such time as the exact amount of such damages due the OWNER from the ARTIST is determined.

Article 11. Compliance

The ARTIST shall be required to comply with Federal, State, and City statutes, ordinances and regulations applicable to the performance of the ARTIST'S services under this agreement.

Article 12. Entire Agreement

This writing embodies the entire agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.

Article 13. Modification

No alternation, change, or modification of the terms of the agreement shall be valid unless made in writing and signed by both parties hereto and approved by appropriate action of the OWNER.

Article 14. Notices

All notices, requests, demands and other communications which are required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given upon the delivery or receipt thereof, as the case may be, if delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, as follows:

- a. if to the OWNER, to: [name]
City of West Des Moines, Public Arts Advisory Commission
4200 Mills Civic Pkwy.
West Des Moines, Iowa 50265

Phone:

E-mail:

- b. if the ARTIST, to:

Article 15. Additional Agreements

The ARTIST shall recognize the OWNER'S REPRESENTATIVE or designee as its duly authorized representative of the OWNER.

This agreement is executed on day and year first written above.

PUBLIC ARTIST:

[Name]

Social Security Number

Recommended by:

[Chairperson's name]
Chair, Public Art Selection Committee

[Name]
[Title]
OWNER'S REPRESENTATIVE

[Name]
[title]
City of West Des Moines, Public Arts Advisory Commission

OWNER

[Name]
[Title]
City of West Des Moines

**CITY OF WEST DES MOINES, PUBLIC ARTS ADVISORY COMMISSION
PUBLIC ART PROGRAM
[PROJECT TITLE]**

**PROPOSAL AND PROJECT IMPLEMENTATION
AGREEMENT BY AND BETWEEN OWNER AND ARTIST**

THIS AGREEMENT is made on _____ between the City of West Des Moines acting for City of West Des Moines, Public Arts Advisory Commission, hereinafter referred to as the OWNER, and _____ hereinafter referred to as the ARTIST. The OWNER'S REPRESENTATIVE shall be the [name] _____ her/his designee.

WHEREAS, the City of West Des Moines, Iowa desires to commission and acquire site-integrated and site-specific public works of art for the community of West Des Moines, Iowa, and,

WHEREAS, the OWNER desires the ARTIST to create a public work of art, hereinafter referred to as the PUBLIC WORK OF ART, in the ARTIST'S unique style, and expressed with community engagement.

NOW, THEREFORE, in consideration of the mutual promises and undertakings contained herein, the parties agree as follows:

Article 1. Scope of Services

1.1 General

a. The ARTIST shall perform all services and furnish all supplies, materials and equipment as necessary for the design, execution, fabrication, transportation and installation of the Public Work of Art at the site.

b. The ARTIST shall determine the artistic expression, scope, design, color, size, material, texture, of the Public Work of Art, subject to review and acceptance by the OWNER'S REPRESENTATIVE as set forth in this Agreement.

1.2 Proposal

a. As promptly as possible after the execution of the Agreement, the ARTIST shall carry out reasonable site inspections, interviews and research as may be necessary, including meetings with the Public Art Committee(s); city staff; and the project designers, in order to prepare a design Proposal for the Public Work of Art. The OWNERS REPRESENTATIVE shall make available to the ARTIST the necessary background materials and information on matters affecting the site and installation of the Public Work of Art including, where applicable, a written program of requirements and specifications for the Public Work of Art and the plans for their underlying capital project. It is the intent of the parties that the OWNERS REPRESENTATIVE and the ARTIST establish a close and cooperative consultation throughout the duration of this Agreement.

b. The OWNERS REPRESENTATIVE will arrange for the ARTIST to meet with representatives of the Public Art Committee(s) in order for the ARTIST to learn of their community values and concerns.

c. If the inspections, interviews, research and meetings provided for in paragraphs (a) and (b) require more than two (2) trips by the ARTIST to City of West Des Moines, before approval of the Proposal, the OWNER shall reimburse the ARTIST for reasonable expenses for travel and lodging of additional trips as pre-approved in writing and arranged for by the OWNER'S REPRESENTATIVE.

d. Within ninety (90) days after the execution of this Agreement, the ARTIST shall prepare and submit the Proposal to the OWNER'S REPRESENTATIVE. The Proposal shall specify such materials, textures, colors, dimensions, weights, finish and preliminary maintenance recommendations and proposed installation method and include such drawings and other documentation's and models as are required to present a meaningful representation of the concept and design of the proposed Public Work of Art. The ARTIST shall also prepare a narrative statement describing the relevance and meaning of the Proposal in relation to this Public Art Project, and provide written instructions for proposed and appropriate maintenance and preservation of the Public Work of Art. The Proposal shall include a budget, not to exceed \$ _____, that includes estimated costs for design, execution, fabrication, transportation and installation and the ARTIST'S fee.

e. The OWNER'S REPRESENTATIVE, shall within thirty (30) days following the ARTIST'S submission of the Proposal, notify the ARTIST whether it approves or disapproves the Proposal. During this period the ARTIST shall be available as reasonably required to communicate with the OWNER'S REPRESENTATIVE regarding the Proposal.

f. If the OWNER'S REPRESENTATIVE determines that the Proposal is disapproved, it shall provide the ARTIST with a statement in writing of its reasons for such disapproval. In such event, the OWNER'S REPRESENTATIVE shall determine if either the ARTIST shall submit a second Proposal for the Public Work of Art within a reasonable period of time specified by the OWNER'S REPRESENTATIVE, or to terminate this agreement. Within thirty (30) days following a second Proposal submission by the ARTIST, the OWNER'S REPRESENTATIVE shall notify the ARTIST in writing whether it approves or disapproves the Proposal. If the OWNER'S REPRESENTATIVE shall determine that the second proposal is disapproved, it shall provide the ARTIST with a statement in writing of its reasons for disapproval, whereupon this Agreement shall terminate.

g. In the event of termination of the Agreement pursuant to paragraph (f), the ARTIST shall retain the Proposal and all compensation theretofore paid and neither party shall be under any future obligation to the other in respect of the subject matter thereof.

h. Although the ARTIST shall have the responsibility and authority for all aspects of the Public Work of Art, the ARTIST shall give appropriate consideration to input received from the OWNER'S REPRESENTATIVE, the project designers; city staff and the Public Art Committee(s).

i. The ARTIST may provide input to the OWNER'S REPRESENTATIVE with respect to all of the other physical elements of the site locations: including [landscape, lighting, foundations, sidewalks, plant material, signs, roadways, etc.], but the OWNER shall have the final authority for all such other physical elements beyond the Public Work of Art.

1.3 Design Review

a. Within ____ days after the OWNER'S REPRESENTATIVE approves the Proposal, the ARTIST shall, after consultation and collaboration with the OWNER'S REPRESENTATIVE, city staff and project designers, prepare and submit to the OWNER'S REPRESENTATIVE detailed working drawings of the Public Work of Art and the site, together with such other graphic materials as may reasonably be requested by the OWNER'S REPRESENTATIVE in order to permit the OWNER to carry out structural design review and to certify the compliance of the Public Work of Art with applicable statutes and ordinances. Upon request by the ARTIST, the OWNER'S REPRESENTATIVE shall promptly furnish all information, materials, and assistance required by the ARTIST in connection with said submission.

b. The OWNER may require the ARTIST to make such revisions to the Proposal as are necessary for the Public Work of Art to comply with applicable statutes, ordinances, regulations or requirements of any governmental regulatory agency having jurisdiction over the project.

- c. The OWNER may also request revisions for other practical (non-aesthetic) reasons.
- d. The ARTIST shall receive no revision or redesign fees.
- e. Within _____ days after its receipt of the ARTIST'S submission pursuant to this Section 1.3, the OWNER'S REPRESENTATIVE shall notify the ARTIST of its approval or disapproval of such submission and of all revisions made in the Proposal as a result thereof. Revisions made pursuant to the Section 1.3 become part of the Proposal.
- f. Upon approval of the Proposal, the OWNER shall become owner of all the studies, sketches, drawings, paintings, diagrams, working drawings, graphic material, and models or related products as presented in the Proposal to the Public Art Committee(s).

1.4 Execution of the Work

a. After written approval of the submissions and revisions made pursuant to Section 1.3, the ARTIST shall furnish the OWNER'S REPRESENTATIVE a tentative schedule for completion of fabrication and installation of the Public Work of Art, including a schedule for the submission of progress reports, if any. After written approval of the schedule by the OWNER'S REPRESENTATIVE, the ARTIST shall fabricate, transport and install the Public Work of Art in accordance with such schedule. Such schedule may be amended by written agreement between the OWNER'S REPRESENTATIVE and the ARTIST.

b. The OWNER shall have the right to review the Art Work at reasonable times during the fabrication thereof. The ARTIST shall submit to the OWNER progress reports in accordance with the schedule provided for in Section 1.4 (a)

c. The ARTIST shall complete the fabrication and installation of the Public Work of Art in substantial conformity with the Proposal.

d. The ARTIST shall present to the OWNER'S REPRESENTATIVE in writing for further review and approval any significant changes in scope, design, color, size, material or texture of the Public Work of Art not permitted by or not in substantial conformity with the Proposal. A significant change is any change in scope, design, color, size, material, texture or location of the site of the Public Work of Art which affects installation, scheduling, site preparation or maintenance for the Public Work of Art or the concept of the Public Work of Art as represented in the Proposal.

1.5 Delivery and Installation

a. The ARTIST shall notify the OWNER'S REPRESENTATIVE in writing when the fabrication of the Public Work of Art is completed and the ARTIST is ready for its delivery and installation at the site.

b. The ARTIST agrees to notify the OWNER'S REPRESENTATIVE, no fewer than thirty (30) days prior to the ARTIST'S intended time of delivery to determine the particulars of delivery including time, location and agent designated by the OWNER.

c. The ARTIST shall deliver and install the completed Public Work of Art at the site in compliance with the schedule approved pursuant to Section 1.4.(a).

d. The ARTIST shall be responsible for all expenses, labor, and equipment to prepare the site for the timely installation of the Public Work of Art, including footings, spot lighting and mounting devices.

1.6 Post-Installation

a. Within 30 days after the installation of the Public Work of Art, the ARTIST shall furnish the OWNER'S REPRESENTATIVE with the following photographs/images of the Public Work of Art:

(i) a minimum of twenty-four (24) images which document the process and development of the Public Work of Art from beginning fabrication through completion. Images must be 600 dpi, and suitable for electronic and print publication.

(ii) a minimum of twelve (12) images of the completed and installed Public Work of Art, taken from at least three different viewpoints;

b. The ARTIST shall be notified of any dates and times for public art dedication or presentation ceremonies relating to the Public Art Program. The OWNER shall not be required to pay the ARTIST'S expenses to attend any such ceremonies.

c. The OWNER'S REPRESENTATIVE shall use its best efforts to arrange for publicity for the completed Public Work of Art in such publications as may be determined between the OWNER'S REPRESENTATIVE and the ARTIST as soon as practicable following installation.

d. Upon installation of the Public Work of Art, the ARTIST shall provide to the OWNER'S REPRESENTATIVE written, final instructions for appropriate maintenance and preservation of the Public Work of Art.

1.7 Final Acceptance

a. The ARTIST shall advise the OWNER'S REPRESENTATIVE in writing when all services required by Article 1, including those described in Section 1.6. (c) have been completed in substantial conformity with the Proposal.

b. The OWNER'S REPRESENTATIVE shall notify the ARTIST in writing of its final acceptance of the Public Work of Art.

c. Final acceptance shall be effective as the earlier of: (1) the date of the OWNER'S REPRESENTATIVE'S notification of final acceptance; or, (2) the 60th day after the ARTIST has sent the written notice to the OWNER'S REPRESENTATIVE under section 1.7. (a) unless the OWNER'S REPRESENTATIVE upon receipt of such notice and prior to the expiration of the 60-day period, gives the ARTIST written notice specifying and describing the services which have not been completed.

1.8 Risk of Loss

The risk of loss or damage to the Public Work of Art shall be borne by the ARTIST until final acceptance by the OWNER, and the ARTIST shall take such measures as are necessary to protect the Public Work of Art from loss or damage until final acceptance

1.9 Indemnity

a. The ARTIST agrees to indemnify and hold harmless the OWNER from any liabilities, willful or non-willful acts of negligence by the ARTIST or the ARTIST'S subcontractors or agents, for any loss, theft, mutilation, vandalism or other damage (including that caused by acts of God) that may befall the Public Work of Art during any activities related to the planning, creation, delivery or installation of the Public Work of Art, or for any failure of warranty as described in Article 4.

b. Upon final acceptance of the Public Work of Art, and to the extent permitted by Iowa law, the OWNER shall indemnify and hold harmless the ARTIST against any and all claims or liabilities arising thereafter in connection with the Public Work of Art, the site, the project or this agreement, caused by the OWNER'S negligence, except claims which may occur as a result of the ARTIST'S breach of the warranties provided in Article 4.

1.10 Title. Title to the Public Work of Art shall pass to the OWNER upon final acceptance.

Article 2. Compensation and Payment Schedule

2.1 Fixed Fee. The OWNER shall pay the ARTIST a fixed fee of \$ ____, which shall constitute full compensation for all fees, services, expenses, and materials to be performed and furnished by the ARTIST under this agreement. The fee shall be paid in the following installments, expressed as percentages of such fixed fee, each installment to represent full and final, non-refundable payment for all services, expenses, and materials provided prior to the due date thereof. The ARTIST shall invoice the OWNER for each payment request.

a. ____percent (%) upon execution of this agreement, recognizing the ARTIST has already invested time and expense in preliminary design coordination with the OWNER.

b. ____percent (%) within sixty (60) days after the OWNER notifies the ARTIST of its approval of the Proposal;

c. ____ percent (%) within sixty (60) days after the OWNER notifies the ARTIST of its approval of the submission of detailed working drawings required under Section 1.3

d. ____ percent (%) within thirty (30) days after the ARTIST notifies the OWNER that the Public Work of Art is fabricated and ready for installation at the site.

e. Ten percent (10%) within thirty (30) days after final acceptance. If the ARTIST selects to utilize the OWNER'S services and materials during installation, those fees shall be deducted from the final payment due the ARTIST.

2.2 ARTIST'S Expenses. The ARTIST shall be responsible for the payment of all mailing or shipping charges on submissions to the OWNER'S REPRESENTATIVE, the cost of transporting the Public Work of Art to the site and the costs of all travel by the ARTIST and the ARTIST'S agents and employees necessary for the proper performance of the services required under this agreement.

Article 3. Time of Performance

3.1 Duration. The services to be required of the ARTIST as set forth in Article 1 shall be completed in accordance with the schedule for completion of the Public Work of Art as proposed by the ARTIST and approved by the OWNER'S REPRESENTATIVE pursuant Section 1.4, provided that such time limits may be extended or otherwise modified by written agreement between the ARTIST and the OWNER'S REPRESENTATIVE.

3.2 Construction Delays. If, when the ARTIST completes fabrication or procurement of the Public Work of Art in accordance with the approved schedule and notifies the OWNER that the Public Work of Art is ready for installation, the ARTIST is delayed from installing the Public Work of Art within the time specified in the schedule as a result of the construction of the site not being sufficiently complete reasonably to permit installation of the Public Work of Art, the OWNER shall provide storage, or reimburse the ARTIST for reasonable transportation and storage costs incurred for the period between the time provided in the schedule for commencement of installation and the date upon which the site is sufficiently complete reasonably to permit installation of the Public Work of Art.

3.3 Early Completion of ARTIST Services. The ARTIST shall bear any transportation and storage costs resulting from the completion of the ARTIST'S services prior to the time provided in the schedule for installation.

3.4 Time Extensions. The OWNER'S REPRESENTATIVE may grant a reasonable extension of time to the ARTIST in the event that there is a delay on the part of the OWNER in performing its obligations under this Agreement or in completing the underlying capital projects, or if conditions

beyond the ARTIST'S control or Acts of God render timely performance of the ARTIST'S services impossible or unexpectedly burdensome. Likewise the ARTIST shall always grant a reasonable extension of time to the OWNER in the event that there is a delay on the part of the ARTIST in performing its obligations under this Agreement, or if conditions beyond the OWNER'S control or Acts of God render timely performance of the OWNER'S services impossible or unexpectedly burdensome. Failure to fulfill contractual obligations due to conditions beyond either party's reasonable control will not be considered a breach of contract; provided that such obligations shall be suspended only for the duration of such condition.

Article 4. Warranties

4.1 Warranties of Title. The ARTIST represents and warrants that: (a) the Public Work of Art is solely the result of the artistic effort of the ARTIST; (b) except as otherwise disclosed in writing to the OWNER'S REPRESENTATIVE, the Public Work of Art is unique and original and does not infringe upon any copyright; (c) that the Public Work of Art, or a duplicate thereof, has not been accepted for sale elsewhere; and (d) the Public Work of Art is free and clear of any liens from any source whatever.

4.2 Warranties of Quality and Condition. The ARTIST represents and warrants, except as otherwise disclosed to the OWNER in writing in connection with the submission of the Proposal and pursuant to Article 1 that: (a) the execution and fabrication of the Public Work of Art will be performed in a high-quality workmanlike manner; (b) the Public Work of Art, as fabricated and installed, will be free of defects in material and workmanship, including any defects consisting of inherent vice or qualities which cause or accelerate deterioration of the Public Work of Art; and (c) reasonable maintenance and preservation instructions to be submitted by the ARTIST to the OWNER'S REPRESENTATIVE hereunder, shall adequately maintain and preserve the Public Work of Art.

The warranties described in this Article 4 shall survive for a period of five years after the final acceptance of the Public Work of Art. The OWNER shall give notice to the ARTIST of any observed breach with reasonable promptness. The ARTIST shall, at the request of the OWNER, and at no cost to the OWNER, cure reasonably and promptly the breach of any such warranty which is curable by the ARTIST and which cure is consistent with professional conservation standards (including, for example, cure by means of repair or refabrication of the Public Work of Art).

Article 5. Insurance

The ARTIST and all employees of the ARTIST shall each effect and maintain insurance to protect the ARTIST from claims under workers compensation acts; claims for damages because of bodily injury including personal injury, sickness or disease, or death of any of their employees or of any person other than their employees; and from claims for damages because of injury to or destruction of tangible property; including loss of use resulting therefrom; and from claims arising out of their performance of professional services caused by errors, omissions, or negligent acts for which the ARTIST is legally liable.

Article 6. Reproduction Rights.

6.1 General. The ARTIST retains all rights under the Copyright Act of 1976, 17 U.S.C., 101 et. seq., and all other rights in and to the Public Work of Art except ownership and possession, except as such rights are limited by this Section 6.1. In view of the intention that the Public Work of Art in its final dimension shall be unique, the ARTIST shall not make any additional duplicate

reproductions of the final Public Work of Art, nor shall the ARTIST grant permission to others to do so except with the written permission of the OWNER. The ARTIST grants to the OWNER and its assigns a royalty-free, irrevocable license to make two dimensional reproductions of the Public Work of Art for educational and/or non-profit purposes, including but not limited to reproductions used in advertising, calendars, posters, brochures, clothing, media, publicity, catalogues, city, educational and development projects, or other similar publications, provided that these rights are exercised in a professional manner, which license shall be assigned by the OWNER without the consent of the ARTIST.

6.2 Notice. All reproductions by the OWNER shall contain a credit to the ARTIST and a copyright notice substantially in the following form: © [ARTIST'S NAME], date of publication.

6.3 Credit to Owner. The ARTISTS shall use best efforts to give a credit reading substantially, "An original public work of art commissioned for _____ [project], City of West Des Moines, Public Arts Advisory Commission. In the permanent [Title]_____ Collection, Public Arts Advisory Commission, West Des Moines, Iowa" in any public showing under the ARTIST'S control of reproductions of the Public Work of Art.

6.4 Registration. The ARTIST shall cause to be registered, with the United States Register of Copyrights, a copyright of the Public Work of Art in the ARTIST'S name.

Article 7. IDENTIFICATION and ARTIST'S Rights

7.1 Identification. The ARTIST shall incorporate into the PUBLIC WORK OF ART text or plaque at the site identifying the ARTIST, the title of the Public Work of Art, the year of completion, and the City of West Des Moines Public Art Program, Public Arts Advisory Commission. The final wording shall be mutually agreed upon by ARTIST and OWNER'S REPRESENTATIVE.

7.2 Maintenance. The OWNER recognizes that maintenance of the Public Work of Art on a regular basis is essential to the integrity of the Public Work of Art. The OWNER shall reasonably assure that the Public Work of Art is properly maintained and protected, taking into account the instructions of the ARTIST provided in accordance with Section 1.6 (e).

7.3 Alteration of the Public Work of Art or of the Site.

a. Except as provided under subsection 7.3(b), below, The OWNER agrees that it will not intentionally damage, alter, modify or change the Public Work of Art without the prior written approval of the ARTIST.

b. The OWNER reserves the right to alter the location of the Public Work of Art; relocate the Public Work of Art to another site; and remove the Public Work of Art from public display as necessitated by city development and planning, or as the OWNER determines as appropriate. The following provisions shall apply to relocation or removal:

(i) While the OWNER shall attempt to remove Public Work of Art in such a way as to affect the Public Work of Art, it is the parties understanding that such removal may result in damage, alternation, modification, destruction, distortion or other change of the Public Work of Art. The ARTIST acknowledges that this provision shall qualify under 17 U.S. C. Section 113,(d) so as to waive rights under 17 U.S.C. Section 106A.

(ii) If, at the time of removal, it is determined that the Public Work of Art may be removed without damage, alteration, modification, destruction, distortion or other change, OWNER shall give notice as required by 17 U.S.C. Section 113 (d) (2) and (3). On completion of

the Public Work of Art, the ARTIST agrees to file the records, including ARTIST'S identity and address, with the Register of Copyrights as provided under 17 U.S.C. Section 113 (d) (3). The ARTIST further agrees to update information with the Register of Copyrights so as to permit notification of intent to remove the Public Work of Art.

7.4 Permanent Record. The OWNER'S REPRESENTATIVE shall maintain on permanent file a record of this Agreement and the location and disposition of the Public Work of Art.

Article 8. ARTIST as Independent Contractor.

The ARTIST shall perform all work under this Agreement as an independent contractor and not as an agent or an employee of the OWNER. The ARTIST shall not be supervised by any employee or official of the OWNER, nor shall the ARTIST exercise supervision over any employee or official of the OWNER.

Article 9. Assignments, Transfer, Subcontracting

9.1 Neither this Agreement nor any interest herein shall be transferred or assigned by the ARTIST. Any such transfer shall be null and void and shall be cause to annul this Agreement.

9.2 Subcontracting by ARTIST. The ARTIST may subcontract portions of the services to be provided hereunder at the ARTIST'S expense provided that said subcontracting shall not negatively affect the design, appearance, or visual quality of the Proposal or Public Work of Art, and shall be carried out under the personal supervision of the ARTIST. The ARTIST must obtain approval from the OWNER'S REPRESENTATIVE prior to hiring any subcontractor. If the OWNER'S REPRESENTATIVE does not approve the hiring of any subcontractor, another subcontractor must be submitted for approval by the OWNER'S REPRESENTATIVE.

Article 10. Termination

If either party to this agreement shall willfully or negligently fail to fulfill in a timely and proper manner, or otherwise violate, any of the covenants, agreements or stipulations material to this agreement, the other party shall thereupon have the right to terminate this agreement by giving written notice to the defaulting party of its intent to terminate specifying the grounds for termination. The defaulting party shall have thirty (30) days after receipt of the notice to cure the default. If it is not cured, then this agreement shall terminate. In the event of default by the OWNER, the OWNER shall promptly compensate the ARTIST for all services performed by the ARTIST prior to termination. In the event of default by the ARTIST, all finished and unfinished drawings, sketches, photographs, and other work products prepared and submitted or prepared for submission by the ARTIST under this agreement shall at the OWNER'S option become its property, provided that no right to fabricate or execute the Public Work of Art shall pass to the OWNER and the OWNER shall compensate the ARTIST pursuant to Article 2 for all services performed by the ARTIST prior to termination; or at the ARTIST'S election, the ARTIST shall refund all amounts paid by the OWNER in exchange for all finished and unfinished related Public Work of Arts. Notwithstanding the previous sentence, the ARTIST shall not be relieved of liability to the OWNER for damages sustained by the OWNER by virtue of any breach of this Agreement by the ARTIST, and the OWNER may reasonably withhold payments to the ARTIST until such time as the exact amount of such damages due the OWNER from the ARTIST is determined.

Article 11. Compliance

The ARTIST shall be required to comply with Federal, State, and City statutes, ordinances and regulations applicable to the performance of the ARTIST'S services under this agreement.

Article 12. Entire Agreement

This writing embodies the entire agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.

Article 13. Modification

No alternation, change, or modification of the terms of the agreement shall be valid unless made in writing and signed by both parties hereto and approved by appropriate action of the OWNER.

Article 14. Notices

All notices, requests, demands and other communications which are required or permitted to be given under this agreement shall be in writing and shall be deemed to have been duly given upon the delivery or receipt thereof, as the case may be, if delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, as follows:

- a. if the OWNER, to: [name]
 City of West Des Moines, Public Arts Advisory Commission
 4200 Mills Civic Pkwy.
 West Des Moines, Iowa 50265

Phone:

E-mail:

- b. if the ARTIST, to:

Article 15. Additional Agreements

The ARTIST shall recognize the OWNER'S REPRESENTATIVE or designee as its duly authorized representative of the OWNER.

This agreement is executed on day and year first written above.

PUBLIC ARTIST:

[Name]

Social Security Number

Recommended by:

[Chairperson's name]
Chair, Public Art Selection Committee

[Name]

[Title]

OWNER'S REPRESENTATIVE

[Name]

[title]

City of West Des Moines, Public Arts Advisory Commission

OWNER

[Name]

[Title]

City of West Des Moines

**City of West Des Moines
Public Art Program
Public Arts Advisory Commission**

Consultant Agreement

This Agreement is made on [date]_____ between City of West Des Moines, and _____, hereinafter referred to as the CONSULTANT. The City of West Des Moines' representative shall be [name]_____ or her/his designee.

Whereas, the City of West Des Moines desires to commission site-specific and site-integrated public art into the community, and

Whereas, City of West Des Moines desires the CONSULTANT to work with the [name of public art project]_____ in selecting one or more public artists who may be invited to commission public work(s) of art for the _____ [title of project/site].

Now, therefore, in consideration of the mutual promises and undertakings contained herein, the parties agree as follows:

SITE VISITS: The CONSULTANT agrees to visit the _____ [title of site], City of West Des Moines on _____ to view the project site, meet with Public Arts Advisory Commission representatives of the _____ and Public Art Selection Committee, and tour selected sites in the community. Prior to [date]_____, at some mutually agreed upon date, the CONSULTANT shall make a second site visit to City of West Des Moines to meet with all appropriate committees and community representatives. At that time the CONSULTANT shall present and recommended to the committee specific public artists (no fewer than ten), and provide visual images of recommended public artists' past work, resume, appropriate written support material about those public artists, and provide general consultation to the committee. The CONSULTANT also agrees to obtain from recommended public artists an expression of interest in being considered for this public art project. In the event that a selected public artist does not accept the _____ [title of project/site] commission, the CONSULTANT agrees to continue working with the committee until a public artist has been contracted with City of West Des Moines for this project.

PAYMENT: The City of West Des Moines agrees to pay the CONSULTANT \$_____ for two site and consultation visits and professional services. The consulting fee shall cover all expenses incurred by the Consultant, and includes all professional compensation for this project. Payment of the consulting fee shall be paid to the CONSULTANT as follows: \$_____ shall be paid to the CONSULTANT within 30 days following the first site visit on _____; \$_____ shall be paid to the CONSULTANT within 30 days of the second site visit, and \$_____ shall be paid to the CONSULTANT within 30 days following the signing of a contract between City of West Des Moines and the successful public artist.

SUPPORT MATERIALS: It is expected that within twenty (20) days following the CONSULTANT'S final site visit, the CONSULTANT will provide a brief written summary of the site visits and a list of

the top final public artists that the CONSULTANT recommended to the committee. The public artists' list should include names, addresses, phone numbers and e-mails.

INDEMNITY: The CONSULTANT agrees to indemnify and hold harmless City of West Des Moines, its agents and employees for any liabilities, damages, claims, injuries or losses, including court costs and attorney fees, caused by the CONSULTANTS negligence. To the extent provided by Iowa Law, City of West Des Moines agrees to indemnify and hold harmless the CONSULTANT for any liabilities, damages, claims, injuries, or losses, including court costs and attorney fees, caused by the city of West Des Moines' negligence.

This agreement is executed on day and year first written above

CONSULTANT

(consultant)
(address)

Social Security Number

Phone:

E-mail:

For City of West Des Moines

[Name]

[Title]

City of West Des Moines, Public Arts Advisory Commission
4200 Mills Civic Pkwy.
West Des Moines, Iowa 50265

Phone:

E-mail:

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

7(e)

ITEM: Resolution to Approve Contract with
(WestCom) Teamsters Local 238

DATE: March 9, 2015

FINANCIAL IMPACT: WestCom Department Salaries and Benefits Line Items for FY15/16, FY016/17 and FY17/18 at a cost of approximately \$36,265 for the first year of the contract, \$41,004 for the second year of the contract and \$39,489 the third year of the contract.

BACKGROUND: On February 25, 2015 the City of West Des Moines negotiation team reached a tentative two year agreement with the (WestCom) Teamsters Local 238. The City's negotiation team was comprised of City staff and James C. Hanks of the Ahlers Law Firm. The tentative agreement was ratified by Teamsters on March 1, 2014.

Detailed below is a brief overview of the financially related terms of the Tentative Agreement:

- 1. Wages. The Agreement is for three years and calls for across-the-board (ATB) increase of 2.5% for each year of the Agreement.

Shift differential of \$0.35/hour (unchanged) will be given to part time employees.
- 2. Insurance. The Agreement provides an increase of 1% for each year of the Agreement for the single medical contribution.

OUTSTANDING ISSUES (if any):

RECOMMENDATION: City Council Adopt the Resolution approving the contract with Teamsters Local 238 for the two year period of July 1, 2015 through June 30, 2018 and directing the Mayor and City Manager to sign the contract on behalf of the City.

Lead Staff Member: Jane Pauba Dodge, Human Resources Director *JPDodge*

STAFF REVIEWS

Department Director	Jane Pauba Dodge, Human Resources Director
Appropriations/Finance	<i>JD</i>
Legal	
Agenda Acceptance	<i>JD</i>

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA APPROVING BARGAINING AGREEMENT WITH TEAMSTERS LOCAL 238

WHEREAS, City staff has negotiated in good faith with members of the Teamsters 238 for the purposes of finalizing a new bargaining agreement, and

WHEREAS, the City staff has reached a tentative agreement with the Teamsters Local 238 for a two year period of July 1, 2015 through June 30, 2018

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA that a bargaining agreement with the Teamsters Local 238 for the period covering July 1, 2015 through June 30, 2018 is hereby approved, and the Mayor and City Manager are hereby directed to sign the agreement on behalf of the City.

PASSED AND ADOPTED this _____ day of March, 2015.

Steven K. Gaer, Mayor

ATTEST:

Ryan Jacobson, City Clerk

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

Date: March 9, 2015

ITEM: South Water Tower Place, 4001 and 4055 Westown Parkway – Amend the South Water Tower Place PUD (Planned Unit Development) to modify architectural standards – ZC-002627-2015

MOTION: Refer to Plan and Zoning Commission

FINANCIAL IMPACT: Undetermined.

BACKGROUND: City staff is requesting to amend the South Water Tower Place Planned Unit Development (PUD) located at 4001 and 4055 Westown Parkway to modify architectural standards stated within the PUD.

At this City staff is requesting the City Council initiate the rezoning request and refer it to the Plan and Zoning Commission for their review and recommendation. The initiation of the rezoning request by the City Council does not indicate support or opposition to the rezoning request pending on this site. The initiation of the request responds to the due process rights of the petitioner.

RECOMMENDATION: Staff recommends initiation of the Rezoning Request and forwarding it to the Plan and Zoning Commission for their review and recommendation.

Lead Staff Member: Brian Portz, Planner

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	n/a		
Date Reviewed	n/a		
Recommendation	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Split <input type="checkbox"/>

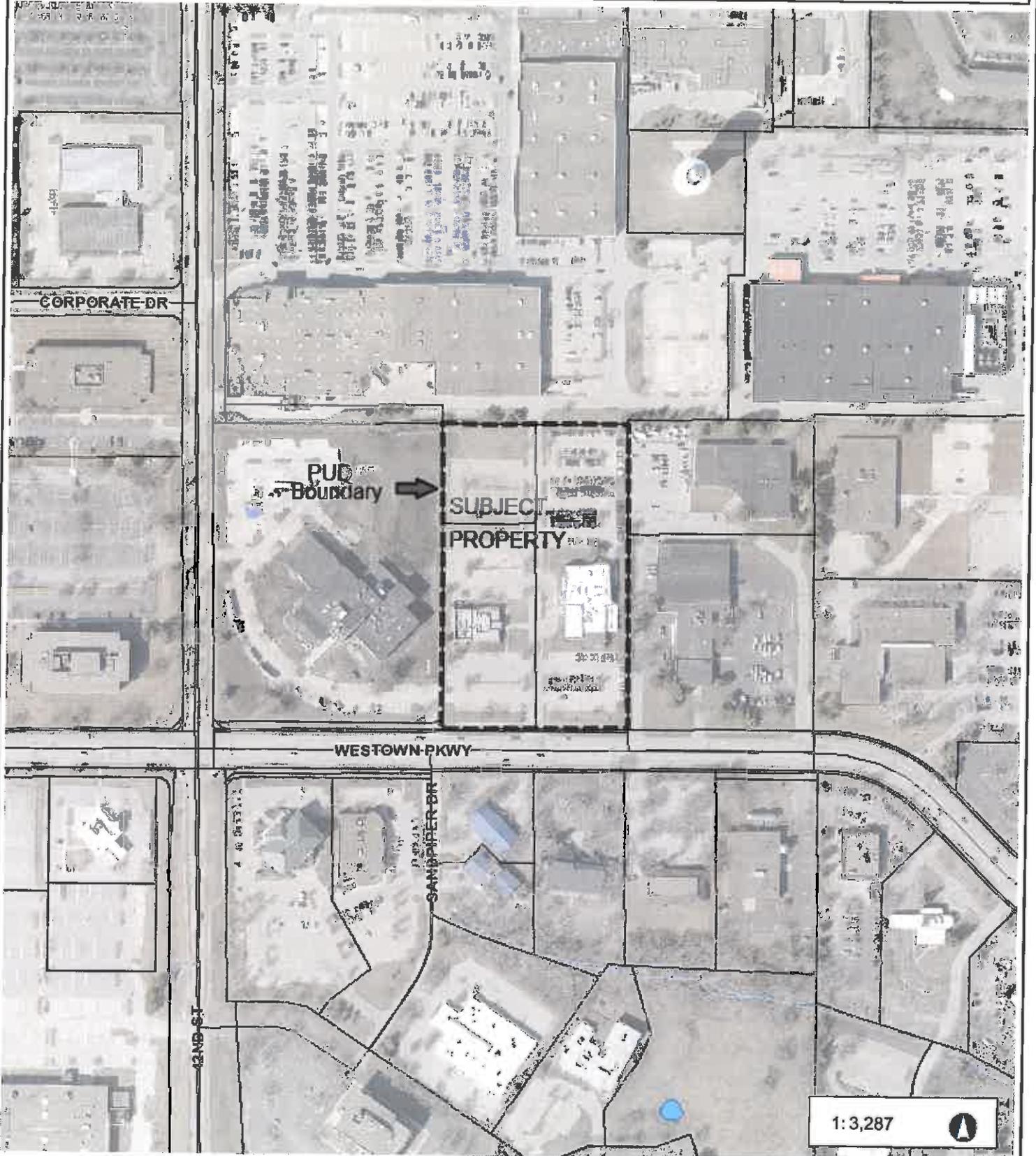
ATTACHMENTS:

Exhibit I

Location Map



South Water Tower Place PUD



547.9 0 273.96 547.9 Feet

Disclaimer: The City of West Des Moines makes no warranties regarding the accuracy or completeness of the data provided herein.

NAD_1983_StatePlane_Iowa_South_FIPS_1402_Feet
© City of West Des Moines, Iowa

THIS MAP IS NOT TO BE USED FOR NAVIGATION

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

Date: March 9, 2015

ITEM: 7920, 8120, and 8180 Ashworth Road – Rezone property from ‘Unzoned’ to Single Family Residential (R-1) – City Initiated - ZC-002628-2015

MOTION: Refer to Plan and Zoning Commission

FINANCIAL IMPACT: Undetermined.

BACKGROUND: City staff is requesting to rezone three (3) properties totaling 10.87 acres, located at 7920, 8120, and 8180 Ashworth Road, from ‘Unzoned’ to R-1 (Single Family Residential). The subject properties are Office zoned parcels adjacent to other ground that was rezoned to Single Family Residential as part of the Creekside Glynn proposal.

At this time City staff is requesting the City Council initiate the rezoning request and refer it to the Plan and Zoning Commission for their review and recommendation. The initiation of the rezoning request by the City Council does not indicate support or opposition to the rezoning request pending on this site. The initiation of the request responds to the due process rights of the petitioner.

RECOMMENDATION: Staff recommends initiation of the Rezoning Request and forwarding it to the Plan and Zoning Commission for their review and recommendation.

Lead Staff Member: Brian Portz, Planner

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	n/a		
Date Reviewed	n/a		
Recommendation	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Split <input type="checkbox"/>

ATTACHMENTS:

Exhibit I - Location Map

