

# CITY OF WEST DES MOINES

## COUNCIL AGENDA

**date:** March 23, 2015

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

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

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1. **Call to Order/Pledge of Allegiance/Roll Call/Approval of Agenda**
2. **Citizen Forum** (Pursuant to City Council Procedural Rules citizen remarks are limited to five minutes under this agenda category - if additional time is desired the Mayor/Council may allow continuation as part of the Other Matters portion of the agenda)
3. **Mayor/Council/Manager Report/Other Entities Update**
  - a. Iowa Concrete Paving Association Award Presentation
  - b. Capital Crossroads Presentations
    1. Parks and Recreation
    2. Police
4. **Consent Agenda**
  - a. Motion - Approval of Minutes of March 9, 2015 Meeting
  - b. Motion - Approval of Bill Lists
  - c. Motion - Approval of Liquor Licenses:
    1. Blazin Wings, Inc. d/b/a Buffalo Wild Wings Grill & Bar, 6925 Mills Civic Parkway, Suite #115 - Class LC Liquor License with Sunday Sales and Outdoor Service Privileges - Renewal
    2. Chipotle Mexican Grill of Colorado, LLC d/b/a Chipotle Mexican Grill, 1551 Valley West Drive, Suite #224 - Class LC Liquor License with Sunday Sales and Outdoor Service Privileges - Renewal
    3. El Rey Corporation d/b/a El Rey Burritos, 1310 Grand Avenue - Class LC Liquor License with Sunday Sales - Renewal
    4. LVP FFI Des Moines Holding Corp. d/b/a Fairfield Inn West Des Moines, 7225 Vista Drive - Class BC Permit with Sunday Sales - Renewal
    5. Hy-Vee, Inc. d/b/a Hy-Vee Corporate Conference Center, 5820 Westown Parkway - Class LC Liquor License with Carryout Wine, Sunday Sales, and Catering Privileges - Renewal

6. Hy-Vee, Inc. d/b/a Hy-Vee Food Store & Drug Center #2, 1990 Grand Avenue - Class LE Liquor License with Carryout Wine, Carryout Beer, and Sunday Sales - Renewal
  7. BDF, Inc. d/b/a The Longest Yard, 122 5<sup>th</sup> Street - Class LC Liquor License with Sunday Sales and Outdoor Service Privileges - Renewal
  8. JLS Vending, Inc. d/b/a The Oasis, 2500 Grand Avenue (softball complex) - Class BB Beer Permit with Sunday Sales and Outdoor Service Privileges - Renewal
  9. R. Mexican Market, Inc. d/b/a Raul's Mexican Restaurant, 1261 8<sup>th</sup> Street - Class LC Liquor License - Renewal
  10. Vision Night Club, LLC d/b/a Vision Night Club, 1720 25<sup>th</sup> Street, Unit 400 - Class LC Liquor License with Sunday Sales - Renewal
- d. Motion - Approval of Appointments:
1. Plan and Zoning Commission
  2. Sister Cities Commission
- e. Motion - Acceptance of Grant - Community Betterment Program - Human Services
- f. Motion - Approval of Agreement for Financial Advisory Services
- g. Motion - Approval of Change Order #7 - Library and Law Enforcement Center HVAC Improvements
- h. Motion - Approval of Park Use Agreements:
1. Cricket League of Iowa
  2. Des Moines Rugby Foundation
- i. Motion - Approval of Letter of Support - Revisions to the Federal Functional Classification System
- j. Resolution - Order Construction:
1. 2015 Sewer Cleaning and Televising Program
  2. Thornwood Sanitary Sewer, Phase 3
- k. Resolution - Accept Work:
1. 2013 Sidewalk Improvement Program, Phase 1
  2. 2013 Valley Junction Business District Sidewalk Improvement Program
- l. Resolution - Completion of Work - 22<sup>nd</sup> Street Adaptive Signal System
- m. Resolution - Approval of Professional Services Agreement - Sugar Creek Trunk Sewer
- n. Resolution - Approval and Acceptance of Purchase Agreement and Property - Ashworth Road Low Pressure Sewer System Project
- o. Resolution - Approval and Acceptance of Purchase Agreement and Easements:
1. Fox Creek Sanitary Sewer Improvements, Phase 1
  2. Fox Creek Sanitary Sewer Improvements, Phase 2
  3. Frink Creek Sanitary Sewer Project
  4. Grand Avenue Improvements, Phase 5
  5. Grand Avenue Improvements, Phase 6
- p. Proclamation - Approval of Proclamations:
1. Colorectal Cancer Awareness Month, March 2015
  2. Kids to Parks Day, May 16, 2015

**5. Old Business**

- a. Issuance of \$21,755,000 General Obligation Urban Renewal Bonds, Series 2015A - City Initiated
  - 1. Resolution - Appoint Registrar and Paying Agent
  - 2. Resolution - Authorizing the Issuance and Approval of Tax Exemption Certificate and Continuing Disclosure Certificate
  
- b. Issuance of \$12,835,000 Taxable General Obligation Urban Renewal Bonds, Series 2015B - City Initiated
  - 1. Resolution - Appoint Registrar and Paying Agent
  - 2. Resolution - Authorizing the Issuance and Approval of Continuing Disclosure Certificate
  
- c. Issuance of \$3,475,000 General Obligation Urban Renewal Refunding Bonds, Series 2015C - City Initiated
  - 1. Resolution - Appoint Registrar and Paying Agent
  - 2. Resolution - Authorizing the Issuance and Approval of Tax Exemption Certificate, Continuing Disclosure Certificate, and Refunding Trust Agreement

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

- a. Aspen Valley, northeast corner of future 84<sup>th</sup> Street and Aspen Drive - Rezone Property from Single Family (RS-20) to Single Family (RS-10) - Arrow Properties
  - 1. Ordinance - Approval of First Reading
  
- b. South Water Tower Place, 4001 Westown Parkway - Amend Planned Unit Development (PUD) to Modify Architectural Standards - City Initiated
  - 1. Ordinance - Approval of First Reading
  
- c. Amendment #1 to the Alluvion Urban Renewal Area - City Initiated
  - 1. Resolution - Approval of Urban Renewal Plan Amendment
  
- d. Project Mountain, northwest corner of South 88th Street and future Grand Avenue - Agreement for Private Development - Microsoft Corp.
  - 1. Motion - Continue Public Hearing Indefinitely
  
- e. Frink Creek Sanitary Sewer - City Initiated
  - 1. Resolution - Approval of Plans and Specifications
  - 2. Motion - Receive and File Report of Bids
  - 3. Resolution - Award Contract
  
- f. 2015 PCC Patching Program, Phase 1 - 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. Village Cooperative, 845 South 60<sup>th</sup> Street - Subdivide Property into Two Lots, One Outlot, and One Street Lot - Real Estate Equities Development, LLC
  - 1. Resolution - Approval and Release of Final Plat
- b. Keller Williams Realty, 4001 Westown Parkway - Addition of New Entry on South Side of the Building and Other Site Improvements - Keller Williams
  - 1. Resolution - Approval of Major Modification
- c. West Grand Business Park, 5950 Grand Avenue - Create One Parcel for Transfer of Ownership - M & F Investments, LLC
  - 1. Resolution - Approval of Plat of Survey
- d. West Des Moines Association of Professional Fire Fighters Local #3586 and City of West Des Moines - Contract July 1, 2015 thru June 30, 2018 - City of West Des Moines and Local 3586
  - 1. Resolution - Approval of Contract

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

- a. Grand Lakes, Scenic Valley Drive on the west side of Grand Avenue - Amend the Eight Ways Planned Unit Development (PUD) Land Uses, Parcel Configuration, and Rename the PUD to Grand Lakes - Diligent Grand Avenue 67, LLC (Refer to Plan and Zoning Commission)
- b. Tallyn's Reach, generally located at the intersection of Cascade Avenue and South 91<sup>st</sup> Street - Amend the Tallyn's Reach Planned Unit Development (PUD) to Remove the Minimum Age Requirement for PUD Parcel F - Jerry Bussanmas (Refer to Plan and Zoning Commission)

**9. Other Matters**

The City of West Des Moines is pleased to provide accommodations to disabled individuals or groups and encourages their participation in city government. Should special accommodations be required please contact the Clerk's office at least 48 hours in advance, at 222-3600 to have accommodations provided.

March 9, 2015

West Des Moines City Council Proceedings  
Monday, March 9, 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, March 9, 2015 at 5:30 PM. Council members present were: R. Messerschmidt, J. Mickelson, J. Sandager, K. Trevillyan, and R. Trimble.

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

Vote 15-079: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes  
Motion carried.

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

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

Council Member Messerschmidt reported he attended a meeting of the Metro Advisory Council's Housing Tomorrow Steering Committee, which is currently conducting a survey to collect information on affordable housing issues in the Des Moines metro. He also stated a dinner will be held on March 12 in Des Moines to discuss affordable housing issues.

On Item 4. Consent Agenda.

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

- a. Approval of Minutes of February 23, 2015 Meeting
- b. Approval of Bill Lists
- c. 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

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

Vote 15-080: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes  
Motion carried.

On Item 5(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, initiated by Rock Equity Holdings, LLC

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

Vote 15-081: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes  
Motion carried.

The acting City Clerk read the preamble to the ordinance.

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

Vote 15-082: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes  
Motion carried.

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

Vote 15-083: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes  
Motion carried.

On Item 5(b) 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

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

Vote 15-084: Messerschmidt, Mickelson, Sandager, Trevillyan...4 yes  
Trimble... 1 abstain due to potential conflict of interest  
Motion carried.

The acting City Clerk read the preamble to the ordinance.

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

Vote 15-085: Messerschmidt, Mickelson, Sandager, Trevillyan...4 yes  
Trimble... 1 abstain due to potential conflict of interest  
Motion carried.

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

Vote 15-086: Messerschmidt, Mickelson, Sandager, Trevillyan...4 yes  
Trimble... 1 abstain due to potential conflict of interest  
Motion carried.

On Item 5(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, initiated by the City of West Des Moines

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

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Vote 15-087: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes  
Motion carried.

The acting City Clerk read the preamble to the ordinance.

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

Vote 15-088: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes  
Motion carried.

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

Vote 15-089: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes  
Motion carried.

On Item 5(d) 2011 Sidewalk Improvement Program, initiated by the City of West Des Moines

It was moved by Trimble, second by Messerschmidt to adopt Resolution - Approval of Release of Conditional Deficiencies

Vote 15-090: 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 Westport Development Annexation, located west of Wendover Road and north of Mills Civic Parkway (approximately 63.25 acres) - Voluntary Annexation, initiated by the City of West Des Moines. He asked for the date the notice was published and the acting City Clerk indicated the notice was published on February 20, 2015 in the Des Moines Register. Mayor Gaer asked if any written comments had been received. The acting 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 Mickelson to adopt Resolution - Approval of Voluntary Annexation and the Transition for the Imposition of City Tax

Vote 15-091: 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 2015 HMA Resurfacing Program, initiated by the City of West Des Moines. He asked for the



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date the notice was published and the acting City Clerk indicated the notice was published on February 28, 2015 in the Des Moines Register. Mayor Gaer asked if any written comments had been received. The acting 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 Messerschmidt to adopt Resolution - Approval of Plans and Specifications, Motion to Receive and File Report of Bids, and Resolution - Award Contract to Des Moines Asphalt and Paving Co.

Vote 15-092: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes  
Motion carried.

On Item 6(c) Mayor Gaer indicated this was the time and place for a public hearing to consider 2015 Concrete Trail Renovation, initiated by the City of West Des Moines. He asked for the date the notice was published and the acting City Clerk indicated the notice was published on February 28, 2015 in the Des Moines Register. Mayor Gaer asked if any written comments had been received. The acting 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 Trimble, second by Messerschmidt to adopt Resolution - Approval of Plans and Specifications, Motion to Receive and File Report of Bids, and Resolution - Award Contract to Iowa State Contractors, Inc.

Vote 15-093: 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 Grand Prairie Parkway Tree Cutting, Mills Civic Parkway to Wendover Road, initiated by the City of West Des Moines. He asked for the date the notice was published and the acting City Clerk indicated the notice was published on February 28, 2015 in the Des Moines Register. Mayor Gaer asked if any written comments had been received. The acting 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 Messerschmidt, second by Trevillyan to adopt Resolution - Approval of Plans and Specifications, Motion to Receive and File Report of Bids, and Resolution - Award Contract to Spring Lake Construction.

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Vote 15-094: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes  
Motion carried.

On Item 7(a) Issuance of \$22,490,000 General Obligation Urban Renewal Bonds, initiated by the City of West Des Moines

It was moved by Sandager, second by Messerschmidt to adopt Motion - Receive and File Report of Bids and Resolution - Award Sale.

Jenny Blankenship, Public Financial Management, 801 Grand Avenue, Des Moines, presented the tabulation of bids for this bond issuance and reported eight bids were received, which included 45 bidders that went in as syndicates. She stated the low bid, submitted by Piper Jaffray & Co., came in at a true interest rate of 2.5328 percent.

Vote 15-095: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes  
Motion carried.

On Item 7(b) Issuance of \$12,835,000 Taxable General Obligation Urban Renewal Bonds, initiated by the City of West Des Moines

It was moved by Sandager, second by Messerschmidt to adopt Motion - Receive and File Report of Bids and Resolution - Award Sale.

Ms. Blankenship presented the tabulation of bids for this bond issuance and reported seven bids were received, which included 38 bidders that went in as syndicates. She stated the low bid, submitted by Piper Jaffray & Co., came in at a true interest rate of 2.4818 percent.

Vote 15-096: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes  
Motion carried.

On Item 7(c) Issuance of \$3,475,000 General Obligation Urban Renewal Refunding Bonds, initiated by the City of West Des Moines

It was moved by Sandager, second by Messerschmidt to adopt Motion - Receive and File Report of Bids and Resolution - Award Sale.

Ms. Blankenship presented the tabulation of bids for this bond issuance and reported five bids were received, which included 42 bidders that went in as syndicates. She stated the low bid, submitted by Hutchinson, Shockey, Erley & Co., came in at a true interest rate of 1.3309 percent, and it is expected to generate \$22,000 to \$33,000 savings per year.

Vote 15-097: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes  
Motion carried.

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On Item 7(d) Public Art Master Plan, initiated by the City of West Des Moines.

Gary Scott, Director of Parks and Recreation, introduced Lynette Pohlman, who the City has contracted as a consultant for public art planning.

Council member Messerschmidt inquired how staff will ensure the master plan's goal dates are being met.

Mr. Scott responded the dates were established as a guide for what the timeline could look like but are not necessarily written in stone.

Council member Messerschmidt inquired if this plan is supported by the Public Art Advisory Commission.

Mr. Scott stated the plan was approved unanimously by the Public Art Advisory Commission.

Council member Messerschmidt inquired if there are any updates regarding the completion of the public art along Railroad Avenue.

Mr. Scott responded that project was considered as a potential priority by the Public Art Advisory Commission, but they decided to focus on a different part of the city for their first project. He stated the Council made no commitment to fund additional sculptures along Railroad Avenue.

Council member Trimble inquired if the Public Art Advisory Commission has discussed seeking donations from the community for artwork.

Mr. Scott responded the current funding is sufficient for the projects planned for the near future, but the commission may consider seeking donations to fund a significant project in the future.

It was moved by Messerschmidt, second by Sandager to adopt Resolution - Approval of Master Plan.

Vote 15-098: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes  
Motion carried.

On Item 7(e) Teamsters Local #238 (Westcom) - Contract July 1, 2015 thru June 30, 2018, initiated by the City of West Des Moines

It was moved by Trevillyan, second by Sandager to adopt Resolution - Approval of Contract.

Council member Trevillyan inquired if the salary increases will be across the board.

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Jane Pauba Dodge, Human Resources Director, responded the salary increases will be across the board, and no changes were made to the step matrix.

Vote 15-099: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes  
Motion carried.

On Item 8(a) South Water Tower Place, 4001 and 4055 Westown Parkway - Amend the Planned Unit Development (PUD) to Modify Architectural Standards - City Initiated - Referred to Plan and Zoning Commission

On Item 8(b) 7920, 8120, and 8180 Ashworth Road Rezoning - Consistency Zone Property from Unzoned to Single Family Residential - City Initiated - Referred to Plan and Zoning Commission

On Item 9 - Other Matters: none

The meeting was adjourned at 6:04 p.m.

Respectfully submitted,

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Ryan T. Jacobson, CMC  
City Clerk

ATTEST:

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Steven K. Gaer, Mayor

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4(b)

**CITY OF WEST DES MOINES  
CITY COUNCIL ACTION ITEM**

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

Regular Bi-Weekly Claims	03/20/2015		\$1,225,551.43
	Claim Listing Date		Total \$ Amount
EFT Claims	03/20/2015		\$783,910.21
	Claim Listing Date		Total \$ Amount
Control Pay	03/20/2015		\$343,846.94
	Claim Listing Date		Total \$ Amount
End of Month	02/28/2015		\$40,713.97
	Claim Listing Date		Total \$ Amount
Manual Check	03/20/2015		\$156,098.26
	Claim Listing Date		Total \$ Amount

Approved by the West Des Moines City Council this 23rd 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  
03/20/2015 09:03:05

Check Register

BANK	VENDOR	CHECK#	DATE	AMOUNT
INAT FIRST NATIONALBANK				
297772	ADAIR HOLDINGS LLC	178291	03/23/15	200.00
29425	ALLEN HENDERSON & ASSOCI	178292	03/23/15	540.00
29128	ALLIANCE CONNECT	178293	03/23/15	119.00
29314	AMERICAN SECURITY CORP	178294	03/23/15	1,145.00
29765	AMES ENVIRONMENTAL INC	178295	03/23/15	599.50
29768	ARROW INTERNATIONAL INC	178296	03/23/15	1,672.68
27857	ATE T MOBILITY	178297	03/23/15	66.40
02050	BAKER ELECTRIC	178298	03/23/15	8,165.91
25207	BEGLEY/JOHN	178299	03/23/15	66.00
28122	BELLE/TYRONE M	178300	03/23/15	90.00
29340	BENJAMIN DESIGN COLLABOR	178301	03/23/15	12,065.00
28011	BOUND TREE MEDICAL, LLC.	178302	03/23/15	5,304.26
.09917	BOWER/TANA	178303	03/23/15	85.00
27429	BROCKWAY MECHANICAL & RO	178304	03/23/15	303.09
27750	CAPPEL'S ACE HARDWARE	178305	03/23/15	150.30
04250	CARPENTER UNIFORM CO	178306	03/23/15	1,671.49
26219	CARPENTER/CLINT	178307	03/23/15	12.46
25445	CENTURY LINK	178308	03/23/15	253.12
04950	CENTURYLINK	178309	03/23/15	4,529.60
25629	CITY OF DES MOINES	178310	03/23/15	453,865.21
28649	CITY OF WAUKEE	178311	03/23/15	9,806.71
28649	CIVIL DESIGN ADVANTAGE L	178312	03/23/15	23,898.38
28649	CIVIL DESIGN ADVANTAGE L	178313	03/23/15	35,344.85
29550	CLIENTFIRST CONSULTING G	178314	03/23/15	7,478.00
05350	CLIVE POWER EQUIPMENT	178315	03/23/15	1,150.00
29008	COMISKY GLASS & GLAZING	178316	03/23/15	25.78
25465	COMMERCIAL APPRAISERS OF	178317	03/23/15	1,530.00
28056	CONTINUUM RETAIL ENERGY	178318	03/23/15	2,750.00
27403	CONTRACTOR SALES & SERVI	178319	03/23/15	19,032.28
.09844	COOK EQUIPMENT CO	178320	03/23/15	401.63
05885	CORBELL CONTRACTOR, INC.	178321	03/23/15	2,225.00
26823	COSTCO	178322	03/23/15	88,524.04
.09926	COURTYARD DENVER	178323	03/23/15	96.76
27845	COX/RANDY	178324	03/23/15	834.09
29775	CRITES/BRIAN	178325	03/23/15	160.53
06400	CUSTOM AWARDS	178326	03/23/15	7,448.00
26036	DALLAS COUNTY CLERK OF C	178327	03/23/15	15.00
06550	DALLAS COUNTY RECORDER	178328	03/23/15	85.00
90039	DALLAS COUNTY TREASURER	178329	03/23/15	269.00
27995	DANKO EMERGENCY EQUIPMEN	178330	03/23/15	162.00
28079	DES MOINES BICYCLE COLLE	178331	03/23/15	260.00
07080	DES MOINES IRON AND SUPP	178332	03/23/15	500.00
.09910	DES MOINES METAL	178333	03/23/15	30.00
29728	DILLARD/CARLOS	178334	03/23/15	99.00
07840	DMACC	178335	03/23/15	75.00
24404	DODGE/JANE PAUBA	178336	03/23/15	15.00
24992	DOGGETT/RICHARD	178337	03/23/15	39.54
		178338	03/23/15	1,600.00

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08300	EARL MAY SEED AND NURSER	178339	03/23/15	199.80
24746	ELDER CORPORATION	178340	03/23/15	30,000.00
27527	ELITE K-9 INC.	178341	03/23/15	819.90
27039	EMBAKIT, INC.	178342	03/23/15	210.00
27708	EMS TECHNOLOGY SOLUTIONS	178343	03/23/15	459.00
26083	EMSLRC	178344	03/23/15	84.00
.09924	EVENT MANAGEMENT SOLLTIO	178345	03/23/15	55.00
24975	FAIRMADOWS PFC	178346	03/23/15	300.00
27012	FASTENAL COMPANY	178347	03/23/15	34.18
.09919	FIREGUARD	178348	03/23/15	25.00
29462	FOUNTAIN PEOPLE, INC	178349	03/23/15	472.98
.09921	FOX CREEK OWNERS ASSN	178350	03/23/15	400.00
28746	GBA SYSTEMS INTEGRATORS,	178351	03/23/15	9,814.00
28746	GBA SYSTEMS INTEGRATORS,	178352	03/23/15	11,964.50
10750	GRAINGER INC	178353	03/23/15	11,281.64
24614	GREATER DES MOINES PARTN	178354	03/23/15	15,150.00
10950	GRIMES ASPHALT & PAVING	178355	03/23/15	303.68
25728	HAHN/JENNIFER	178356	03/23/15	54.33
.09915	HAMILTON MEDICAL INC	178357	03/23/15	400.00
.09927	HAMILTON/COREY	178358	03/23/15	125.00
28679	HAUFELD/CARRIE	178359	03/23/15	132.00
11200	HAWK METAL PRODUCTS INC	178360	03/23/15	450.00
29771	HAWKEYE LAND CO	178361	03/23/15	100,000.00
11300	HAWKEYE TRUCK EQUIPMENT	178362	03/23/15	302.25
29559	HAWKINS/JENNIFER	178363	03/23/15	490.00
29260	HDR ENGINEERING, INC.	178364	03/23/15	58,553.14
25065	HEARTLAND CO-OP	178365	03/23/15	897.00
25860	HEMSATH/BRIAN	178366	03/23/15	46.58
25625	HEWLETT-PACKARD COMPANY	178367	03/23/15	37,760.00
29755	HINRICHS/ABBY	178368	03/23/15	760.00
24904	HOEGH/ROD	178369	03/23/15	66.00
.09925	HOLIDAY INN	178370	03/23/15	141.00
.09929	HOLIDAY INN EXPRESS	178371	03/23/15	212.80
24065	HOME DEPOT CREDIT SERVIC	178372	03/23/15	800.00
25706	HOME INC.	178373	03/23/15	105.68
29403	HONEYWELL ANALYTICS INC	178374	03/23/15	13,292.00
22833	HOTSY CLEANING SYSTEMS I	178375	03/23/15	625.00
23611	HY VEE, INC.	178376	03/23/15	285.25
24642	IAAP	178377	03/23/15	559.68
24944	IMSA - PUBLIC SAFETY	178378	03/23/15	141.00
12760	IOWA DEPT OF TRANSPORTAT	178379	03/23/15	75.00
23544	IOWA INTERSTATE RAILROAD	178380	03/23/15	623.88
14250	IOWA LEAGUE OF CITIES	178381	03/23/15	413.49
27891	IOWA NETWORK SERVICES, I	178382	03/23/15	125.00
13100	IOWA PRISON INDUSTRIES,	178383	03/23/15	13,414.08
13157	IOWA STATE RESERVE ASSN	178384	03/23/15	2,880.19
13200	IOWA TITLE CO	178385	03/23/15	2,739.00
13200	IOWA TITLE CO	178386	03/23/15	2,000.00
				1,600.00

BANK	VENDOR	CHECK#	DATE	AMOUNT
13415	IOWA WORKFORCE DEVELOPME	178387	03/23/15	165.00
.09912	ISWEP	178388	03/23/15	135.00
29741	ITERIS INC	178389	03/23/15	625.00
28265	JACK DELBON CONSTRUCTION	178390	03/23/15	11,695.00
13300	JACOBSEN AUTO BODY	178391	03/23/15	1,152.40
29532	JEFFREY L BRUCE & COMPAN	178392	03/23/15	4,741.27
29376	JENSEN/RHONDA	178393	03/23/15	66.00
22184	JIM'S JOHNS	178394	03/23/15	252.00
28066	JOHN HEMRY LLC	178395	03/23/15	3,500.00
27078	JONES/BRENT	178396	03/23/15	75.00
.09845	JORDAN CREEK CAR WASH	178397	03/23/15	26.00
29529	KABEL BUSINESS SERVICES	178398	03/23/15	625.50
28121	KINKADE/DENISE	178399	03/23/15	167.32
28301	KLAHN/RICHARD	178400	03/23/15	132.00
29378	KLOCKE'S EMERGENCY VEHIC	178401	03/23/15	486.05
23769	LACTINA/WENDY	178402	03/23/15	660.00
.09931	LEAGUE OF MINNESOTA CITI	178403	03/23/15	182.13
26120	LEE'S STANDARD	178404	03/23/15	95.75
25370	LEXISNEXIS RISK DATA MNG	178405	03/23/15	288.95
29773	LORI A. P. LONG REVOCABLE	178406	03/23/15	1,405.00
25335	LUKAS,NACE,GUTIERREZ & S	178407	03/23/15	1,432.50
28276	LUMSDEN/MARK	178408	03/23/15	1,184.34
22275	MANKIE/BRUCE	178409	03/23/15	54.62
28412	MARTIN/JOSEPH	178410	03/23/15	75.00
26066	MEDICOM	178411	03/23/15	11.47
25386	MEMORIAL SERVICES OF IOW	178412	03/23/15	1,000.00
14900	MENARDS	178413	03/23/15	1,401.87
29322	MERCEDES-BENZ OF DES MOI	178414	03/23/15	274.26
13030	MIDAMERICAN ENERGY	178415	03/23/15	68,493.55
27211	MIDWEST SAFETY COUNSELOR	178416	03/23/15	60.00
15374	MILLER/JEFF	178417	03/23/15	62.73
27748	MITCHELL/RANDY	178418	03/23/15	264.00
28398	MTI DISTRIBUTING, INC.	178419	03/23/15	1,045.72
22914	NATIONAL ANIMAL CONTROL	178420	03/23/15	1,525.00
26834	NATIONAL CURRICULUM & TR	178421	03/23/15	695.00
28810	NESTINGEN, INC.	178422	03/23/15	6,000.00
27330	NETTLELAND/STEPHEN	178423	03/23/15	2,040.00
29171	NINTH BRAIN	178424	03/23/15	543.00
27965	NORTH AMERICAN RESCUE, I	178425	03/23/15	560.64
.09918	OLSON/JOAN	178426	03/23/15	572.97
.09923	ONE POINT PARTITION LLC	178427	03/23/15	1,650.00
28497	OPN ARCHITECTS	178428	03/23/15	6,011.00
28970	PALMER GROUP	178429	03/23/15	1,447.95
28548	PER MAR SECURITY	178430	03/23/15	76.00
26487	PFM ASSET MANAGEMENT, LL	178431	03/23/15	2,500.00
70046	PLTNEY BOWES	178432	03/23/15	262.62
29776	PLYNAAR/PATRICK	178433	03/23/15	1,615.00
29519	POHLMAN/LYNETTE	178434	03/23/15	1,596.50



BANK	VENDOR	CHECK#	DATE	AMOUNT
1NAT	FIRST NATIONALBANK			
23932	POLK COUNTY FIRE CHIEF'S	178435	03/23/15	25.00
27286	RAIRIE AG SUPPLY	178436	03/23/15	423.98
29767	PROCTOR MECHANICAL CORP	178437	03/23/15	8,406.69
27661	PROVANTAGE LLC	178438	03/23/15	105.69
25102	PUBLIC FINANCIAL MANAGEM	178439	03/23/15	2,000.00
28620	RAMAKER & ASSOCIATES, IN	178440	03/23/15	600.00
17302	RDG PLANNING & DESIGN	178441	03/23/15	3,600.00
09920	RIVAS/WHITNEY	178442	03/23/15	35.09
09922	ROOSE/DON JR	178443	03/23/15	180.00
17600	ROTO-ROOTER CORP	178444	03/23/15	276.00
28913	SAM'S CLUB DIRECT	178445	03/23/15	225.20
09928	SAVAGE CRIME PREVENTION	178446	03/23/15	60.00
22400	SCHILDBERG CONSTRUCTION	178447	03/23/15	4,088.85
18085	SECRETARY OF STATE	178448	03/23/15	60.00
18292	SIMPLEX GRINNELL	178449	03/23/15	992.00
29777	SISTER CITIES INTERNATIONAL	178450	03/23/15	3,150.00
24711	SKOLD DOOR & FLOOR CO.	178451	03/23/15	8,749.55
29341	SNI SOLUTIONS	178452	03/23/15	6,539.50
29643	SPECIALTY GRAPHICS INC	178453	03/23/15	557.00
70234	SPRAYER SPECIALTIES INC	178454	03/23/15	199.92
27422	SPRINT	178455	03/23/15	374.69
29657	STEINEL/MICHAEL	178456	03/23/15	330.00
29766	STORAGE MART #1052	178457	03/23/15	266.98
27796	SUNGARD PUBLIC SECTOR IN	178458	03/23/15	3,448.00
29183	SURESOURCE	178459	03/23/15	350.00
29654	SWIFT'S TRAILS END	178460	03/23/15	925.00
28433	SWINTON/ASHLEE	178461	03/23/15	35.00
25116	TERAN/DANTEI	178462	03/23/15	123.20
09911	THOMAS/JOSEPH	178463	03/23/15	1,014.00
27751	TOMETTICH ENGINEERING, IN	178464	03/23/15	404.20
24933	TRAGESSER/KARA	178465	03/23/15	7,463.23
19600	TRUE VALUE & VES VARIETY	178466	03/23/15	364.10
29387	TYLER TECHNOLOGIES	178467	03/23/15	7,463.23
25814	ULTRAMAX	178468	03/23/15	2,232.00
22286	UNDERGROUND COMPANY/THE	178469	03/23/15	12,739.41
83413	UNITED PARCEL SERVICE	178470	03/23/15	12.06
29142	UNITED REFRIGERATION INC	178471	03/23/15	53.69
29279	UPS STORE/THE	178472	03/23/15	268.68
09930	USPCA REGION 21	178473	03/23/15	50.00
19725	VERTIZON WIRELESS	178474	03/23/15	4,764.32
26262	VETTER EQUIPMENT	178475	03/23/15	1,012.46
29220	VISION SERVICE PLAN	178476	03/23/15	1,364.00
22367	WAHLTEK, INC.	178477	03/23/15	7,808.00
28646	WASTE MANAGEMENT OF IOWA	178478	03/23/15	60.00
27620	WAYNE DENNIS SUPPLY CO.	178479	03/23/15	10.28
23860	WELTER STORAGE EQUIPMENT	178480	03/23/15	2,090.00
27745	WES JARNAGIN, INC.	178481	03/23/15	2,124.00
20725	WEST DES MOINES COMM EDU	178482	03/23/15	2,829.00

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BANK	VENDOR	CHECK#	DATE	AMOUNT
1NAT FIRST NATIONALBANK				
20700	WEST DES MOINES COMM SCH	178483	03/23/15	6.60
21000	WEST DES MOINES WATER WO	178484	03/23/15	415.00
29050	WEX BANK	178485	03/23/15	2,683.96
26412	WHISTLE STOP CAR WASH	178486	03/23/15	108.00
26820	YEAGER/LE MAR	178487	03/23/15	1,744.00
FIRST NATIONALBANK				
				1,225,551.43

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CHECK#	DATE	AMOUNT
8496	03/23/15	125.85
8497	03/23/15	1,998.26
8498	03/23/15	5,083.90
8499	03/23/15	75.00
8500	03/23/15	206,810.94
8501	03/23/15	86,508.73
8502	03/23/15	86.50
8503	03/23/15	2,798.00
8504	03/23/15	1,545.60
8505	03/23/15	97,436.31
8506	03/23/15	115,738.83
8507	03/23/15	223,060.94
8508	03/23/15	168.86
8509	03/23/15	21,208.02
8510	03/23/15	21,356.94
8511	03/23/15	9,806.71
8512	03/23/15	75.00
8513	03/23/15	521.16
8514	03/23/15	457.71
8515	03/23/15	1,039.35
8516	03/23/15	52.40
8517	03/23/15	740.00
8518	03/23/15	75.00
8519	03/23/15	504.00
8520	03/23/15	5,488.20
8521	03/23/15	198.00
8522	03/23/15	85.00
8523	03/23/15	1,790.00
8524	03/23/15	75.00

783,910.21

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VENDOR	AMOUNT
A TECH, INC.	125.85
ARNOLD MOTOR SUPPLY,LLP	1,998.26
BAUER BUILT	5,083.90
BAYLESS/RON	75.00
BRAVO GREATER DES MOINES	206,810.94
CITY OF CLIVE	86,508.73
ENTENMANN ROVIN-CO	86.50
FBG SERVICE CORPORATION	2,798.00
FINESTRAD/MIKE	1,545.60
FOTH INFRASTRUCTURE & EN	97,436.31
FOTH INFRASTRUCTURE & EN	115,738.83
GREATER DES MOINES CONVE	223,060.94
IOWA COMMUNITIES	168.86
KECK, INC.	21,208.02
KELTEK INC	21,356.94
KIRKHAM, MICHAEL, & ASSO	9,806.71
LAIDLAW, JR./WILLIAM L	75.00
MCCOBBIN/COURTNEY	521.16
MID IOWA PETROLEUM SVCS,	457.71
MIDWEST WHEEL	1,039.35
NAPA	52.40
PANTOGA/RALPH	740.00
PENNING/RYAN	75.00
PREFERRED PEST CONTROL	504.00
RELIABLE MAINTENANCE	5,488.20
SHIELDS/CHARLES	198.00
VAN GENDEREN/ROD	85.00
WEST BANK, HUMAN SVCS	1,790.00
WILKINS/CHRIS	75.00

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BANK	VENDOR	CHECK#	DATE	AMOUNT
1NAT FIRST NATIONALBANK				
70018	ABC ELECTRICAL CONTRACTO	178243	03/23/15	5,481.14
70018	ABC ELECTRICAL CONTRACTO	178244	03/23/15	473.80
70195	ACTION PRINT	178245	03/23/15	355.03
70216	ADVENTURE LIGHTING	178246	03/23/15	124.60
70197	ALLIED 100, LLC	178247	03/23/15	1,595.00
70158	ARAMARK UNIFORM SERVICES	178248	03/23/15	1,897.61
70191	BROMWELLS INC	178249	03/23/15	1,835.84
70017	CAPITAL SANITARY SUPPLY	178250	03/23/15	1,536.58
70141	COLOR FX	178251	03/23/15	48,426.33
70008	COMPETITIVE EDGE	178252	03/23/15	21.55
70203	CONTROL INSTALL OF IOWA	178253	03/23/15	797.19
70019	CORN STATES METAL	178254	03/23/15	685.00
70083	DES MOINES REGISTER MEDI	178255	03/23/15	4,169.52
70009	ELECTRONIC ENGINEERING	178256	03/23/15	2,556.85
70067	EXCEL MECHANICAL, INC.	178257	03/23/15	4,871.63
70039	G&L CLOTHING	178258	03/23/15	1,549.03
70226	GALFON GLOVES	178259	03/23/15	181.50
70161	GALLS LLC	178260	03/23/15	779.53
70062	HOWARD R. GREEN CO.	178261	03/23/15	4,602.00
70062	HOWARD R. GREEN CO.	178262	03/23/15	1,899.00
70062	HOWARD R. GREEN CO.	178263	03/23/15	49,993.00
70052	IMAGTEK, INC	178264	03/23/15	6,566.25
70073	INLAND TRUCK PARTS	178265	03/23/15	6,450.27
70194	INTERPLEET INC	178266	03/23/15	2,329.61
70239	INTERSTATE ALL BATTERY C	178267	03/23/15	2,410.32
70077	IOWA FIRE EQUIPMENT	178268	03/23/15	185.70
70028	IOWA METHODIST OCCUPATIO	178269	03/23/15	2,670.39
70053	IOWA WATER MANAGEMENT CO	178270	03/23/15	540.00
70167	JOHN DEERE LANDSCAPES	178271	03/23/15	238.34
70244	JOHNSTONE SUPPLY	178272	03/23/15	220.62
70168	KONE INC	178273	03/23/15	1,058.95
70006	LOGAN CONTRACTORS SUPPLY	178274	03/23/15	63.90
70078	METRO WASTE AUTHORITY	178275	03/23/15	152,982.76
70010	O'HALLORAN INTERNATIONAL	178276	03/23/15	669.41
70047	O'KEEFE ELEVATOR COMPANY	178277	03/23/15	1,320.00
70107	O'REILLY AUTOMOTIVE, INC	178278	03/23/15	499.69
70025	PAY-LESS OFFICE PRODUCTS	178279	03/23/15	3,812.10
70076	PRAXAIR	178280	03/23/15	1,490.29
70189	ROCKMOUNT RESEARCH ALLOY	178281	03/23/15	298.21
70069	SHOTENKIRK CHEVROLET	178282	03/23/15	733.75
70064	STANDARD AND POORS	178283	03/23/15	25,000.00
70026	STYERS FORD	178284	03/23/15	1,901.41
70255	STRAUSS SAFE AND LOCK CO	178285	03/23/15	479.40
70016	TEAM SERVICES	178286	03/23/15	112.00
70156	THOMSON REUTERS-WEST PAY	178287	03/23/15	191.93
70080	TOMPKINS INDUSTRIES	178288	03/23/15	131.07
70051	WORLDPPOINT ECC, INC.	178289	03/23/15	517.40
70188	ZEE MEDICAL SERVICE INC	178290	03/23/15	141.44

343,846.94

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CITY OF WEST DES MOINES IOWA  
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BANK	VENDOR	CHECK#	DATE	AMOUNT
1NAT FIRST NATIONALBANK				
25595	COMMERCE BANK	900045	02/28/15	40,713.97
FIRST NATIONALBANK				40,713.97
				***

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CITY OF WEST DES MOINES IOWA  
GLS40R-V07.27 PAGE 1

BANK	VENDOR	CHECK#	DATE	AMOUNT
1NAT FIRST NATIONALBANK				
12755	IOWA DEPT OF REVENUE & F	800578	03/18/15	310.00
FIRST NATIONALBANK				310.00
				***

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

BANK	VENDOR	CHECK#	DATE	AMOUNT
1NAT FIRST NATIONALBANK				
24822	WELLMARK BLUE CROSS	800579	03/12/15	74,313.89
24822	WELLMARK BLUE CROSS	800580	03/19/15	81,474.37
FTRST NATIONALBANK				155,788.26

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

**ITEM:** Approval of Liquor Licenses

**DATE:** March 23, 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. Blazin Wings, Inc. d/b/a Buffalo Wild Wings Grill & Bar, 6925 Mills Civic Parkway, Suite #115 - Class LC Liquor License with Sunday Sales and Outdoor Service Privileges - Renewal
2. Chipotle Mexican Grill of Colorado, LLC d/b/a Chipotle Mexican Grill, 1551 Valley West Drive, Suite #224 - Class LC Liquor License with Sunday Sales and Outdoor Service Privileges - Renewal
3. El Rey Corporation d/b/a El Rey Burritos, 1310 Grand Avenue - Class LC Liquor License with Sunday Sales - Renewal
4. LVP FFI Des Moines Holding Corp. d/b/a Fairfield Inn West Des Moines, 7225 Vista Drive - Class BC Permit with Sunday Sales - Renewal
5. Hy-Vee, Inc. d/b/a Hy-Vee Corporate Conference Center, 5820 Westown Parkway - Class LC Liquor License with Carryout Wine, Sunday Sales, and Catering Privileges - Renewal
6. Hy-Vee, Inc. d/b/a Hy-Vee Food Store & Drug Center #2, 1990 Grand Avenue - Class LE Liquor License with Carryout Wine, Carryout Beer, and Sunday Sales - Renewal
7. BDF, Inc. d/b/a The Longest Yard, 122 5th Street - Class LC Liquor License with Sunday Sales and Outdoor Service Privileges - Renewal
8. JLS Vending, Inc. d/b/a The Oasis, 2500 Grand Avenue (softball complex) - Class BB Beer Permit with Sunday Sales and Outdoor Service Privileges - Renewal
9. R. Mexican Market, Inc. d/b/a Raul's Mexican Restaurant, 1261 8th Street - Class LC Liquor License - Renewal
10. Vision Night Club, LLC d/b/a Vision Night Club, 1720 25th Street, Unit 400 - Class LC Liquor License with Sunday Sales - Renewal

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

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



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

**STAFF REVIEWS**

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

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

**ITEM:** Approval of Appointments to Plan and Zoning Commission

**DATE:** March 23, 2015

**FINANCIAL IMPACT:** None

**BACKGROUND:**

Mayor Steven K. Gaer recommends the reappointment of current Plan and Zoning Commission member Craig Erickson. Mr. Erickson has been serving on the commission since April 1, 2012. The proposed reappointment term would expire on March 31, 2020.

Craig Erickson                      805 52<sup>nd</sup> Place                      223-8104 (w)                      457-8448 (h)

The term of Plan and Zoning Commissioner Mary Cownie is also scheduled to expire on March 31, 2015, but she does not wish to be reappointed. Ms. Cownie has served on the Commission since April 2010, and the Mayor and City Council thank her for her service to the community. Mayor Gaer would like to appoint Jill Southworth to serve on the Plan and Zoning Commission for a five-year term with an expiration of March 31, 2020.

Jill Southworth                      4715 Park Circle                      707-8866 (h)

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

**RECOMMENDATION:**

Approval of appointments to the Plan and Zoning Commission.

**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:

- |                                     |   |                                     |                               |
|-------------------------------------|---|-------------------------------------|-------------------------------|
| <input checked="" type="checkbox"/> | Board of Adjustment   | <input type="checkbox"/>            | Human Services Advisory Board |
| <input type="checkbox"/>            | Civil Service Commission  | <input checked="" type="checkbox"/> | Library Board of Trustees     |
| <input checked="" type="checkbox"/> | Capital Improvements Program Comm                               | <input checked="" type="checkbox"/> | Plan & Zoning Commission      |
| <input type="checkbox"/>            | Human Rights Commission   | <input type="checkbox"/>            | Public Art Commission         |
| <input type="checkbox"/>            | Other <u>Special boards that are created from time to time.</u> | <input checked="" type="checkbox"/> | Water Works Board of Trustees |

Name: Southworth, Jill E Date: 01/30/13  
Last First Middle  
Address: 4715 Park Cir, West Des Moines, Ia 50265  
Street City State Zip  
E-Mail Address: jill.southworth@gmail.com Occupation: attorney

Employer's Name & Address:

I am semi-retired, serving as general counsel for a small Nevada corporation, work from home

Work Telephone No: \_\_\_\_\_ Hours which you can be reached at this number: \_\_\_\_\_

Home Telephone No: 515-707-8866 Hours which you can be reached at this number: \_\_\_\_\_

Length of residence in West Des Moines: 7 years

Please list any previous Board membership positions (City, Church, School, Professional, etc.) and dates of service:

Please see attached resume

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.

*As a resident of West Des Moines, I believe it is a privilege and duty to help advance the community. I have extensive managerial and entrepreneurial skills*

Please list two references other than a family member:

Name: Rob Taylor

Relationship: friend

Contact Number: 515-401-5189

Name: Sheri Lueb

Relationship: friend

Contact Number: 515-491-6735

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: \_\_\_\_\_ Chairperson: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Applicant Signature: Jim E. Southerworth Date: 2/16/13

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: ~~Ferris~~ Stewart

*Ryan Jacobsen*

## ***Jill E. Southworth***

---

*4715 Park Cir. West Des Moines, Ia. 50265  
515.707.8866 / jill.southworth@gmail.com*

### **BACKGROUND:**

*I am a graduate of Drake University Law School, Des Moines, Ia. Prior to retirement in December 2010, I represented civil clients before Iowa's district and appellate courts. I am a strong believer in giving back to my community and have been, and remain active, in numerous and diverse organizations.*

*I have three adult children and one adorable grandson. One of my children has special needs and lives with me.*

### **Education:**

Juris Doctorate—Drake University, Des Moines, Iowa, 1979.

*Law Review, National Moot Court Team, Moot Court Board, Academic Research Assistant*

B.J.—University of Missouri, Columbia, School of Journalism, 1969

*Extensive extra-curricular activities*

### **Professional Credentials:**

Iowa – admitted to practice, 1979 (active)

U.S. District Courts (8th Circuit)—admitted to practice 1979 (Inactive)

Trained Mediator

### **Employment:**

Present--General Counsel for *Webceleb, Inc.*, a Nevada corporation.

2005 -- December 2010—Attorney, Wandro & Baer, P.C. Des Moines, Ia.

1982 to 1999—Solo Private Practice, Des Moines, IA.

*Active civil trial and appellate practice-- primarily personal injury, medical malpractice, domestic relations, contract, real estate, mass tort.*

1979-1982-Associate, Davis Law Firm, Des Moines, Ia.

1979—Clerk to Judge Janet Johnson, Iowa Court of Appeals

1969-1976—Professional writer, primarily science medical; Associate Editor

***The Iowan;*** Staff Member, Governor Robert D. Ray; Public Relations

Director for ABC-TV affiliate, Springfield, Mo.; Public Relations

Director for University of Missouri-Columbia, School of Veterinary Medicine

**Professional Memberships and Activities:**

Iowa State Bar Association  
Founding member of ISBA Alternative Dispute Resolution Section  
Governing Council Member of the ISBA General Practice Section (1992-1995)  
1992 to 2003—Polk County Bar Association Fee Arbitration Committee  
1988-1998—Polk County Bar Association Family Law Committee  
*Assisted in establishing Children in Middle program*

**Community Activities:**

**Present**

Drake University Adult Literacy Center Advisory Council  
Drake University School of Education International Council  
Coach—Special Olympics, Iowa  
Volunteer—Special Olympics, Iowa  
TMH, Inc.—Board of Directors (*non-profit organization dedicated to promoting horse and hound sport*)

**Previous**

Urbandale Iowa Board of Adjustment—1989-1998; chair, 1992-1998  
*Volunteer community board reviewing requests for planning and zoning deviations.*

Children's and Families of Iowa Board-- 1984-1991, secretary, 1989-1991,  
and Children's and Families of Iowa Foundation Board, 1991-1994  
*Non-profit charitable organization dedicated to improving life for disadvantaged Iowans. As an officer I was active in accreditation review and fund raising.*

Community Board, Des Moines University of Health Sciences, Dept. of Physical Therapy--1992-1995.  
*Volunteer community advisory board assisting with accreditation.*

Friends of Des Moines Ballet, board member, 1991-1995. Co-chair of major fund raising event for two years.  
*Volunteer community fund raising organization supporting ballet*

Moingona Hunt, 1980 to present; board member, 6 terms; treasurer—3 years  
*Non-profit social organization dedicated to sport of horse and hound*

Crestview Acres, board member 1985-1994  
*HUD retirement complex. Board position required active oversight of administration and compliance with periodical government regulations.*

Clive Elementary School, Clive Iowa  
*Established a mock trial program in my children's elementary school*

Jill E. Southworth  
515-707-8866  
3 of 3 pages

**Community Activities (cont.)**

Valley High School, West Des Moines, Iowa  
*Coached my daughter's Mock Trial team for three years*  
St. Paul's Episcopal Cathedral, Des Moines, Iowa  
*Served on governing board for several terms*

**Other:**

Chair Governor's Task Force to Review Nursing Needs in Iowa, 2009  
Claude Bernard Science Journalism Award, 1969  
*National award presented by the National Society for Science Research  
for excellence in science medical writing. I am the youngest person to  
ever win this prize.*

**Interests and Hobbies:**

Bridge (working toward Life Master); golf, horseback riding, creative writing,  
reading, travel, gardening, Special Olympics.

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

**ITEM:** Approval of Appointments to Sister Cities Commission

**DATE:** March 23, 2015

**FINANCIAL IMPACT:** None

**BACKGROUND:**

Mayor Steven K. Gaer recommends the reappointment of current Sister Cities Commission member John Norwood. Mr. Norwood is currently serving his initial two-year term on the Commission, having been appointed on May 13, 2013. The proposed reappointment term would expire on March 31, 2018.

John Norwood                      1611 Green Branch Circle                      556-9765 (w) 277-2609 (h)

The term of Sister Cities Commissioner Dorothy Pisarski is also scheduled to expire on March 31, 2015, but she does not wish to be reappointed. Ms. Pisarski has served on the Commission since its inception in May 2013, and the Mayor and City Council thank her for her service to the community. Mayor Gaer would like to appoint Heather Perry to serve on the Sister Cities Commission for a three-year term with an expiration of March 31, 2018.

Heather Perry                      904 52<sup>nd</sup> Court                      280-2037 (w) 710-8270 (h)

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

**RECOMMENDATION:**

Approval of appointments to the Sister Cities Commission.

**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: Perry, Heather D.  
Last First Middle  
Address: 904 52nd Court, West Des Moines, Iowa 50265  
Street City State Zip  
Occupation: Cost Estimator

Employer's Name & Address  
Hubbell Homes  
6900 Westown Parkway, West Des Moines, IA 50266

Work Phone: 515.280.2037 When can you be reached at this number?: 8:00 a.m. - 5:30 p.m.

Home Phone: 515.710.8270 When can you be reached at this number?: 7:30 a.m. - 6:00 p.m.

E-mail address: hperry1@earthlink.net

Length of residence in West Des Moines: 7 months

Please list any previous Board membership positions (City, Church, School, Professional, etc.) and dates of service:  
Hubbell Realty Activities Comm. - Co-Chair 2013; Governors Recycling Task Force Comm. 2008; President of HBA of Greater Des Moines 2009;  
Board Member of HBA of Greater Des Moines 2005-2010; Center on Sustainable Communities Builders Advisory Council 2006-2008

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.

Please see attached page.

Please list two references other than a family member:

Name: Scott Eftink Relationship: Friend Phone: 515.371.1469  
Name: Pylar Eaton Relationship: Co-Worker Phone: 515.779.1775

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: Weather Perry Date: Mar. 21, 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

## **It is Never Too Early To Begin**

**Heather D. Perry**

**I would like to be appointed to the Sister Cities Commission because of my first-hand knowledge of the benefits of such a program. Also, being a business leader in our community, I would enjoy exchanging professional and technical knowledge with individuals from our sister city who are in a similar industry as myself.**

**As an adolescent student, I was selected to participate in Des Moines' sister city exchange program with Kofu, Japan. It was a remarkable experience not only for me, but for my entire family. Together our eyes were opened to an entirely new culture – food preparation, education styles, language, style of dress, etc. My mother was so inspired upon my return that she volunteered to chaperone the same exchange trip as a school teacher two years later. My family continued to be involved in the program through mentoring, correspondence and hosting Japanese students for many years. It was this positive experience at such a young age that prompted me to travel later on as an adult – to Italy, Germany, France, Belgium, Netherlands, Jamaica and Mexico. As an adult, I have hosted teachers from Taiwan and Japan, welcoming them into our family while they observed the Iowa classroom. My love for learning and experiencing new cultures began when I was eleven with a single essay. It continues now, but has spread to my husband, my in-laws and my young children. I would be a loud and positive spokesperson for the West Des Moines Sister City program.**

**I have been a minority leader in the construction industry for over a decade. I have participated in numerous panels, boards and educational platforms. Every year I attend the national convention for our industry and notice numerous nationals who are interested in American construction practices. Through the years I have also become familiar with European and Eastern construction practices, particularly in energy efficiency and low-impact, high-density development. I am intrigued by other countries' advancement in areas that we are only beginning to explore. The curiosity and quest for knowledge is apparent for both sides. Oh, how our communities would benefit! I believe that a robust sister city program is vital for the unencumbered exchange of ideas between businesses in our metropolitan area and businesses in Sister Cities. This fluid exchange of business ideas can only be realized by building relationships between individual citizens of all ages and of all industries. I am living proof that it is never too early to begin this process of exchange. I would be a passionate spokesperson for the West Des Moines Sister City Commission.**

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

**ITEM:** Approval of Grant Funding from Prairie Meadows  
Community Betterment Program – Human Services

**DATE:** March 23, 2015

**FINANCIAL IMPACT:** No impact to city's General (operating) Fund; grant proceeds will be placed in the Human Services assistance fund

**BACKGROUND:**

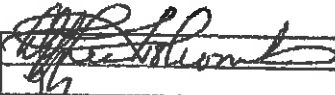


Human Services was awarded \$5,000 as the result of a grant request to Prairie Meadows to support the department's Emergency Assistance Program.

**OUTSTANDING ISSUES (if any):** The specific purpose of this proposal is to prevent low-income West Des Moines residents from becoming homeless by helping them in crisis situations such as eviction or utility disconnections. To be eligible for this assistance, residents are at or below 150% of poverty.

**RECOMMENDATION:** City Council approval of a motion on behalf of Human Services accepting Prairie Meadows grant award of \$5,000.

**Lead Staff Member:** Althea Holcomb, Human Services 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:** Motion Approving Engagement Agreement  
- Financial Advisory Firm (Public Financial Management, Inc.)

**DATE:** March 23, 2015

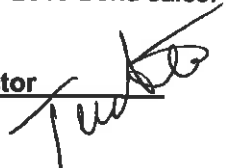
**FINANCIAL IMPACT:** None. Rates and scope of service quoted by the Financial Advisory Firm in the proposed Engagement Agreement are unchanged from those of previous engagements.

**BACKGROUND:** Public Financial Management, Inc. (PFM) have served as the City's Financial Advisory Firm for the past several years. They were originally selected as the successful proposer of a Request for Proposal process conducted in 2004. Their prices have remain unchanged from those quoted in the proposal at that time. PFM has advised staff that as a result of recent SEC rulings, they have recently adopted a firm policy which requires an agreement prior to performing such services. The SEC administration has been prompted by several instances where lack of clarity between the roles of Bond Counsel and Municipal Advisor was detrimental to the transaction. The City Council approved and executed a similar engagement agreement with Bond Counsel on July 28, 2014.

The proposed Engagement Agreement defines the scope of services PFM staff will (and will not) provide as Financial Advisor for the current 2015 A/B/C Bond sales, as well as communicating their rates and overall fee to be capitalized into each issuance. The duties outlined in the agreement are consistent with duties they have performed in conjunction with previous bond issuances. The Agreement is written such that it is valid only for this particular transaction and so another agreement will need to be approved prior to any subsequent transaction.

**RECOMMENDATION:** Approve the Financial Advisory Services Agreement with PFM for services provided in support of the City of West Des Moines' 2015 Bond sales.

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



**STAFF REVIEWS**

Department Director	
Appropriations/Finance	
Legal	
Agenda Acceptance	RTJ

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

Published In	
Dates(s) Published	

**SUBCOMMITTEE REVIEW** (if applicable)

Committee	Finance & Administration		
Date Reviewed	March 11, 2015		
Recommendation	Yes	No	Split

**PUBLIC FINANCIAL MANAGEMENT, INC.**

**AGREEMENT FOR MUNICIPAL ADVISORY SERVICES**

This agreement, made and entered into this 23<sup>rd</sup> day of March 2015, by and between the City of West Des Moines ("Client") and Public Financial Management, Inc., (hereinafter called the "Municipal Advisor" or "PFM") sets forth the terms and conditions under which the Municipal Advisor shall provide services for the issuance of approximately \$22,490,000 General Obligation Urban Renewal Bonds, Series 2015A, \$12,835,000 Taxable General Obligation Urban Renewal Bonds, Series 2015B and \$3,475,000 General Obligation Urban Renewal Refunding Bonds, Series 2015C (collectively the "Bonds").

WHEREAS, Client is desirous of obtaining the services of a Municipal Advisor to develop and assist in implementing Client's strategies to meet its current and long-term operations, financial obligations, capital financing needs and render assistance in respect to debt transactions; and

WHEREAS, PFM is capable of providing the necessary municipal advisory services.

NOW, THEREFORE, in consideration of the above mentioned premises and intending to be legally bound hereby, Client and PFM agree as follows:

**I. SCOPE OF SERVICES**

PFM shall provide, upon request of the Client services related to financial planning, budget and strategic advice and planning, credit development and services related to debt issuance, examples of which, not intended to be exclusive, are set forth in Exhibit A to this Agreement.

**II. WORK SCHEDULE**

The services of the Municipal Advisor are to commence as soon as practicable after the execution of this Agreement and a request by the Client for such service.

**III. MUNICIPAL ADVISORY COMPENSATION**

For the services described, PFM's professional fees and expenses shall be paid as follows:

1. For services related to the issuance of Bonds, PFM will be paid a fee of \$25,000 for the Series 2015A, a fee of \$18,000 for the Series 2015B and a fee of \$15,000 for the Series 2015C at closing of transaction.

**Reimbursable Expenses**

In addition to fees for services, PFM will be reimbursed for necessary, reasonable, and documented out-of-pocket expenses incurred, including travel, meals, lodging, telephone, mail, and other ordinary cost and any actual extraordinary cost for graphics, printing, data processing, internet posting fees and computer time which are incurred by PFM. Appropriate documentation will be provided.

**IV. TERMS AND TERMINATION**

This agreement shall remain in effect until the closing of the Bond transaction described above and funds have been delivered to the Client.

**V. NON-ASSIGNABILITY**

PFM shall not assign any interest in this Agreement or subcontract any of the work performed under the Agreement without the prior written consent of the Client.

**VI. INFORMATION TO BE FURNISHED TO THE MUNICIPAL ADVISOR**

All information, data, reports, and records in the possession of the Client necessary for carrying out the work to be performed under this Agreement shall be furnished to the Municipal Advisor and the Client shall cooperate with the Municipal Advisor in all reasonable ways.

**VII. ENTIRE AGREEMENT**

This Agreement represents the entire agreement between Client and PFM and may not be amended or modified except in writing signed by both parties.

**VIII. DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST**

While PFM does not anticipate any impairment of fiduciary responsibilities related to this engagement, let it be noted that PFM serves as Municipal Advisor to the West Des Moines CSD, Waukee CSD and Wastewater Reclamation Authority.

IN WITNESS THEREOF, the Client and PFM have executed this Agreement as of the day and year herein above written.

**City of West Des Moines**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**PUBLIC FINANCIAL MANAGEMENT, INC.**



By: \_\_\_\_\_  
Jon Burmeister, Managing Director

Date: March 19, 2015

## EXHIBIT A

1. Services Related to Debt Transactions (Includes short term financings, bonds, loans, letters of credit and line of credit). Upon the request of the Client:

- Analyze financial and economic factors to determine if the issuance of bonds is appropriate.
- Develop a financing plan in concert with Client's staff which would include recommendations as to the timing and number of series of bonds to be issued.
- Assist the Client by recommending the best method of sale, either as a negotiated sale, private placement or a public sale. In a public sale, make recommendation as to the determination of the best bid. In the event of a negotiated sale, assist in the solicitation, review and evaluation of any investment banking proposals, and provide advice and information necessary to aid in such selection.
- Advise as to the various financing alternatives available to the Client.
- Develop alternatives related to debt transaction including evaluation of revenues available, maturity schedule and cash flow requirements, if necessary.
- Evaluate benefits of bond insurance and/or security insurance for debt reserve fund, if necessary.
- If appropriate, develop credit rating presentation and coordinate with the Client the overall presentation to rating agencies.
- Assist the Client in the procurement of other services relating to debt issuance such as printing, verification agent, escrow agent, paying agent and registrar, etc.
- Identify key bond covenant features and advise as to the financial consequences of provisions to be included in bond resolutions regarding security, creation of reserve funds, flow of funds, redemption provisions, additional parity debt tests, etc.; review and comment on successive drafts of bond resolutions.
- Review the requirements and submit analysis to bond insurers, rating agencies and other professionals as they pertain to the Client's obligation, if necessary.
- Review the terms, conditions and structure of any proposed debt offering undertaken by the Client and provide suggestions, modifications and



enhancements where appropriate and necessary to reflect the constraints or current financial policy and fiscal capability.

- Coordinate with Client's staff and other advisors with respect to the furnishing of data for offering documents. PFM will assist the Client in the preparation of the offering document, it being specifically understood that Municipal Advisor is not responsible for the inclusion or omission of any material in published offering documents and that the ultimate responsibility remains with the Client.
- Provide regular updates of tax-exempt bond market conditions and advise the Client as to the most advantageous timing for issuing its debt.
- Advise the Client on the condition of the bond market at the time of sale, including volume, timing considerations, competing offerings, and general economic considerations.
- Assist and advise the Client in negotiations with investment banking groups regarding fees, pricing of the Bonds and final terms of any security offering, and make in writing definitive recommendations regarding a proposed offering to obtain the most favorable financial terms based on existing market conditions.
- Arrange for the closing of the transaction including, but not limited, to bond printing, signing and final delivery of the bonds.

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

**ITEM:**

**DATE:** March 23, 2015

Motion – Approving Change Order #7  
Library and Law Enforcement Center HVAC Improvements  
Excel Mechanical Co. Inc.

**FINANCIAL IMPACT:**

Contract Summary:

Description	Amount	Date Approved	Remarks
Construction Contract	\$506,300.00	February 10, 2014	
Change Order 1	\$22,596.00	June 2, 2014	Approved by Council
Change Order 2	\$1,240.00	July 28, 2014	Approved by Council
Change Order 3	\$198.00	September 10, 2014	Approved by Staff
Change Order 4	\$0.00	September 22, 2014	Approved by Council
Change Order 5	\$2,288.00	November 3, 2014	Approved by Council
Change Order 6	\$3,839.00	January 26, 2015	Approved by Council
Change Order 7	\$1,948.00	Pending	
<b>Total</b>	<b>\$538,409.00</b>	Construction Budget (including building maintenance fund allocation for mold remediation): \$553,649.00	

Cost for this change order items will be paid from CIP budgeted account Law Enforcement Center - Contracts no. 3043.75.810.6.7910

**BACKGROUND:**

As part of the commissioning review of the HVAC equipment installation, it was recommended that balancing valves be installed for the heating and chilled water coils on the new HVAC unit installed as part of the project. The valves will provide the ability to read and adjust the flow rate of the water lines. This will provide better control and increase the efficiency of the equipment. Approval of this change order will increase the contract cost for this project. The change order incorporates the cost of equipment and installation for the balancing valves for a total increase in the project cost of \$1,948.00.

**OUTSTANDING ISSUES:** None

**RECOMMENDATION:**

City Council Adopt:

- Motion Approving Change Order #7 for the Library and Law Enforcement Center HVAC Improvements Project.

**Lead Staff Member:** Linda Schemmel, AIA

*LS*  
*new*

**STAFF REVIEWS**

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

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

Published In	N/A
Dates(s) Published	

**SUBCOMMITTEE REVIEW (if applicable)**

Committee	Public Works		
Date Reviewed	March 16, 2015		
Recommendation	Yes	No	Split



**CITY OF WEST DES MOINES**

Development Services Department  
 4200 Mills Civic Parkway, Suite 2D  
 West Des Moines, IA 50265-0320  
 (515) 222-3620 Fax (515) 273-0602

**CHANGE ORDER 7**

**Distribution:**

- Owner X
- Engineer X
- Contractor X
- Other

Contractor: **Excel Mechanical Co. Inc.**  
**5636 NE 17th Street**  
**Des Moines, IA 50313**

Project Title	Library and Law Enforcement Center HVAC Improvements	
WDM Project File Number	0510-046-2012	
Purchase Order Number	3043-DS-10 & 6578-DS-10	
Orig. Contract Amount & Date	\$506,300.00	February 10, 2014
Change Order Number	7	
Date	March 16, 2015	

THE CONTRACT IS CHANGED AS INDICATED IN ATTACHED CHANGE REQUEST:

Item	Description	Unit	Unit Price	Quantity Adjustment	Value Adjustment
RFP #5 (Law Enforcement Center)	Install flow control valves on AHU-4 coils. (recommended in commissioning report)	LS	\$1,948.00	1.00	\$1,948.00
<b>TOTAL</b>					<b>\$1,948.00</b>

**CHANGE ORDER SUMMARY**

The Original Contract Sum (base bid & alternate 1) was	\$506,300.00
Net Change by previously authorized Change Orders	\$30,161.00
The Contract Sum prior to This Change Order was	\$536,461.00
The Contract Sum will increase	\$1,948.00
<b>The new Contract Sum including this Change Order will be</b>	<b>\$538,409.00</b>
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)	6.34%
The Contract Time will remain unchanged	0 days
The date of Final Completion as of the date of this Change Order therefore is	May 29, 2015

<b>Contractor:</b> Excel Mechanical Co. Inc.	<b>Recommended By:</b> Sebesta	<b>Checked By:</b> City of West Des Moines
Signature:	Signature:	Signature:
Name:	Name:	Name: Linda Schemmel
Title:	Title:	Title: Planner
Date:	Date:	Date: 3/16/2015

**Owner: City of West Des Moines**

<input checked="" type="checkbox"/> ≤	\$2,500 Department Director	X	Date: 3-19-15
<input checked="" type="checkbox"/>	\$2,501 to 5,000 City Manager	X _____	Date: _____
<input type="checkbox"/>	\$5001 to 10,000 PW Council Committee scheduled for agenda on	scheduled for agenda on	Date: 3/16/2015
<input type="checkbox"/> >	\$10,000 City Council approved or ratified at Council meeting on		Date: 3/23/2015

Project: WDM Library and LEC

**Itemized Breakdown for:  
RFP #05- install flow control valves on AHU-4 coils Revised**

DESCRIPTION	Unit Price or Lump Sum (LS)	COST	TOTALS
<b>material/equipment:</b>			
two 1-1/4" flow control valves	EA	69.75	139.50
one 1-1/2" flow control valve	EA	87.71	87.71
three union fitting	EA	30.49	91.47
	EA		
torch, flux,solder	LS	35.00	35.00
	EA		
	EA		
	EA		
	EA		
	EA		
	EA		
	FT		
<b>total material/equipment cost</b>		<b>222.95</b>	<b>353.68</b>
<b>labor:</b>			
supervision/foreman-straight time	0.00	0.00	
journeyman-straight time	8.00	580.00	
supervision/foreman-overtime	0.00	0.00	
journeyman-overtime	0.00	0.00	
<b>total labor hours &amp; cost</b>	<b>8.00</b>	<b>580.00</b>	<b>580.00</b>
<b>subcontractors:</b>			
Sheet Metal Engineering	0	0.00	
Kim Abild Company	0	0.00	
Mid-Iowa Environmental	0	200.00	
System Management and Balancing	0	500.00	
ABC Electric	0	0.00	
<b>total subcontractor cost</b>	<b>LS</b>	<b>700.00</b>	<b>700.00</b>
<b>job expense:</b>			
shipping and handling cost	LS	75.00	
bond costs	LS	27.59	
rental insurance	LS	0.00	
<b>total job expense</b>	<b>LS</b>	<b>102.59</b>	<b>102.59</b>
<b>RECAP</b>			
<b>Total Cost</b>			<b>1,736.27</b>
markup-Excel Mechanical	0.15		155.44
markup-subcontractors	0.05		35.00
<b>SUB TOTAL</b>			<b>1,926.71</b>
taxes	0.06		21.22
<b>TOTAL COST (rounded)</b>			<b>\$1,948.00</b>

## Schemmel, Linda

---

**From:** John Bixler <JBixler@Sebesta.com>  
**Sent:** Monday, December 22, 2014 10:54 PM  
**To:** Bill Norton (bnorton@excelmechanical.net)  
**Cc:** Schemmel, Linda  
**Subject:** West Des Moines LEC - ITC 03

Bill,

Following is an Instruction To Contractor (ITC) for installation of flow control balancing valves at AHU4 at the LEC. Please respond with pricing to complete this work, for approval by the owner. Please do not proceed with any work within the scope of this ITC without prior approval.

ITC 03:

Provide flow measuring balancing valve on return side of both the hot and chilled water piping arrangements, downstream of control valve. Install ports for installation of differential pressure sensor on chilled water piping.

Specification for balancing valves is as follows:

- A. **Bronze, Flow Measuring Balancing Valves:**
  - 1. **Manufacturers:** Subject to compliance with requirements, provide products by one of the following:
    - a. Armstrong Pumps, Inc.
    - b. Bell & Gossett Domestic Pump.
    - c. Flow Design Inc.
    - d. Griswold Controls.
    - e. Nexus Valve, Inc.
    - f. Taco.
  - 2. **Body:** Bronze, ball or plug type with calibrated orifice or venturi.
  - 3. **Ball:** Brass or stainless steel.
  - 4. **Plug:** Resin.
  - 5. **Seat:** PTFE.
  - 6. **End Connections:** Threaded or socket.
  - 7. **Pressure Gage Connections:** Integral seals for portable differential pressure meter.
  - 8. **Handle Style:** Lever, with memory stop to retain set position.
  - 9. **CWP Rating:** Minimum 125 psig.
  - 10. **Maximum Operating Temperature:** 250 deg F.

John Bixler, PE, LEED AP | D: 319.730.8246 | C: 319.558.9299  
SEBESTA | 305 2<sup>nd</sup> St SE, Suite 210 | Cedar Rapids, IA 52401 | sebesta.com

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Issue #	Completion W/		System	Specification Section		Program/Date/Party	PG#	SystemWorks Observations / Issues			Date Listed	Date Complete	Reviewed W/	Dates Hrs.	Contractor Responses	Resolution / Status
	Drawings #	System		System	System			System								
1	N	AHU-4	DA-H	JCI				Discharge air humidity sensor is installed correctly but however it is not shown on the control drawings or Graphic	8/26/2014							
2	N	AHU-4	Labels	Excel	23 0553 Paragraph 3.3			The heating water and the chilled water piping is not labeled per the specification 23 0553 paragraph 3.3	8/26/2014							
3	N	AHU-4	Label	JCI	24 0553 Paragraph 3.3	#6		Appears the discharge air humidity sensor is not label per the specification 23 0553 paragraph 3.3	8/26/2014					Complete. Labeled above and below ceiling grid		
4	N	AHU-4	TAB	SB				Both heating water coils and the chilled coil currently do not have balancing valves installed. Without balancing valves there is not an accurate way to read, set or verify that the required GPM as stated in the mechanical schedule M501 has been provided. Is this acceptable?	8/26/2014							
5	N	AHU-4	CHW	Excel				There is excessive noise in the chilled water piping. Please review	8/26/2014							
6	Y	AHU-4		JCI		1 & 2		Outside air reference device for building static control is installed incorrectly. Please see pictures.	8/26/2014	8/26/2014					Brian Roseland installed the outside air reference currently the same day when we discovered the issue. Please see pictures.	
7	N	AHU-4	CHW	SB				The chilled water coil currently does not have a three way control valve installed. It appears that the chilled water system for the building is a constant volume system. Please confirm this matches the design intent?	8/26/2014							
8	N	AHU-4	Seq	SB				SystemWorks is commissioning based upon the sequence of operation for AHU-4 provided by JCI dated 7-17-14. Please confirm this sequence has been reviewed and approved by Sebasta?	8/27/2014							
9	N	AHU-4	Alarms	JCI				Unable to clear zone low temp alarm. There is currently an 80°F differential shown. There is not a high zone temp alarm programmed. Is this desired by owner? Per sequence 5b page 3.3 states there	8/27/2014					Complete. Set high alarm to 80 deg, low alarm to 60 deg, and diff to 2 deg.		

White = Closed / Completed Item: No Action Required. These items may be hidden on the log.

Yellow = Open Item: Needs resolution.

Green = Stated as Complete: May require retest at owner request.

Red = Incomplete: Retest complete but found incomplete during retest.

## Schemmel, Linda

---

**From:** John Bixler <JBixler@Sebesta.com>  
**Sent:** Monday, March 09, 2015 11:34 AM  
**To:** Connie Pedersen; Schemmel, Linda  
**Cc:** Bill Norton  
**Subject:** RE: WDM LEC revised pricing ITC 03 flow control valves

**Follow Up Flag:** Follow up  
**Flag Status:** Completed

I have reviewed this pricing and find it to be acceptable and take no exceptions to it.

John Bixler, PE, LEED AP | D: 319.730.8246 | C: 319.558.9299  
SEBESTA | 305 2<sup>nd</sup> St SE, Suite 210 | Cedar Rapids, IA 52401 | sebesta.com

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**From:** Connie Pedersen [mailto:cpedersen@excelmechanical.net]  
**Sent:** Thursday, February 05, 2015 2:48 PM  
**To:** John Bixler; Schemmel, Linda  
**Cc:** Bill Norton  
**Subject:** WDM LEC revised pricing ITC 03 flow control valves

John / Linda,

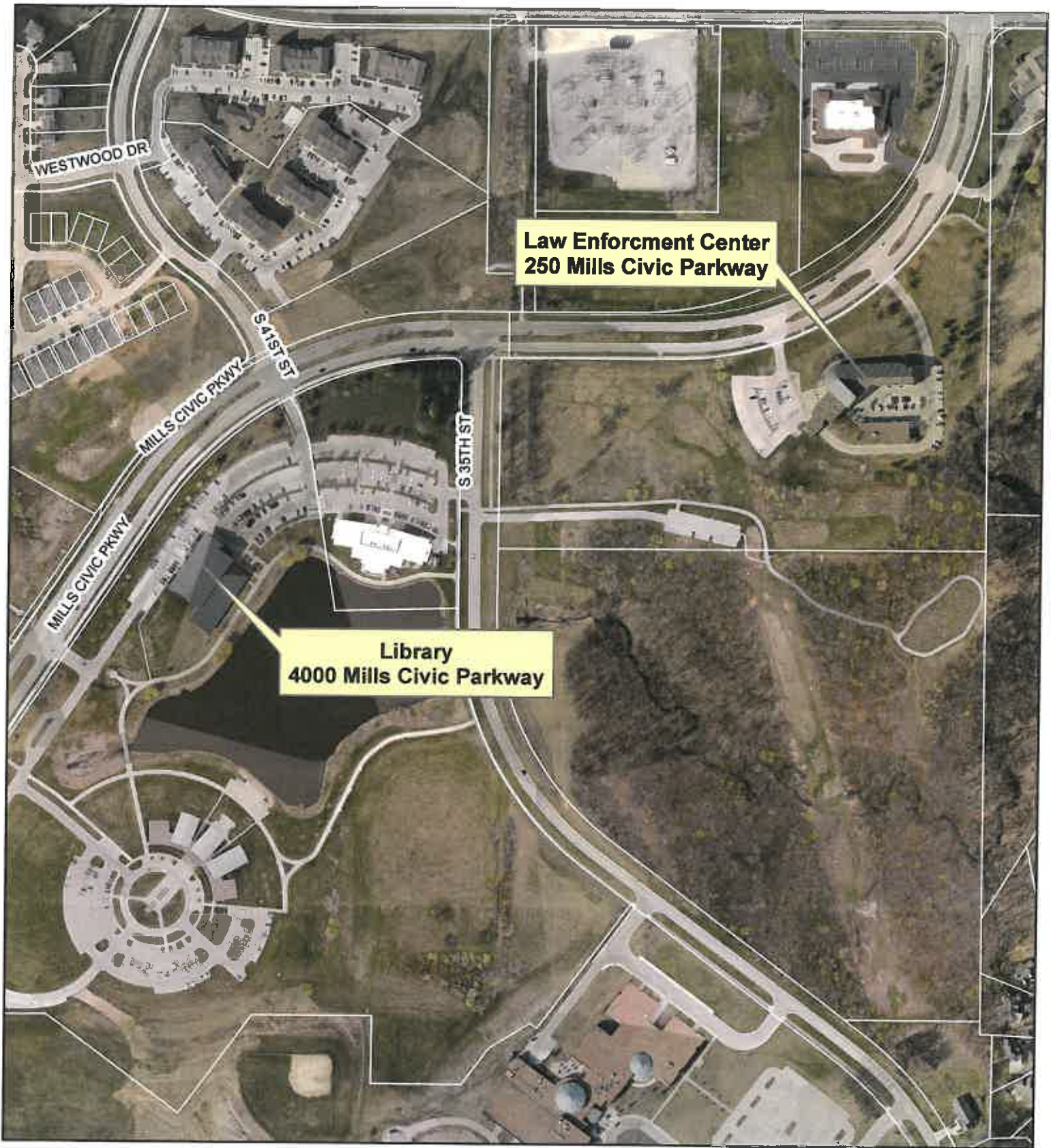
Attached is the revised pricing for adding the flow control valves on AHU-4 at the Law Enforcement Center. The shipping costs on the valves and the test and balance work have been added. Please review and advise.  
Thank you.

**Regards,**  
**Connie Pedersen**  
**Project Coordinator**  
**Excel Mechanical Co., Inc.**  
Phone 515.288.1450 • Fax 515.288.4121  
[cpedersen@excelmechanical.net](mailto:cpedersen@excelmechanical.net)

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## Library and Law Enforcement Center HVAC Improvements Location Map

0 125 250 500 750 1,000 Feet





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

**ITEM:** Motion – Approval of Park Use Agreement –  
Cricket League of Iowa

**DATE:** March 23, 2005

**FINANCIAL IMPACT:** None

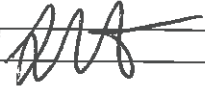

**BACKGROUND:** The five year term of the park use agreement between the City and Cricket League of Iowa will expire next month. The group has been operating for many years. The agreement includes a five year term with extension options.

**OUTSTANDING ISSUES:** None

**RECOMMENDATION:** Staff and Parks and Recreation Advisory Board recommend that the City Council approve the agreement.

**Lead Staff Member:** Greg Hansen, Superintendent of Recreation 

**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

AGREEMENT  
BETWEEN THE CITY OF WEST DES MOINES  
AND THE  
CRICKET LEAGUE OF IOWA  
FOR USE OF PARKS & RECREATION PREMISES

THIS AGREEMENT is made this \_\_\_ day of \_\_\_\_\_, 2015, by and between the CITY OF WEST DES MOINES (hereinafter called "City") and the CRICKET LEAGUE OF IOWA (hereinafter called "Association").

FOR AND IN CONSIDERATION OF MUTUAL PROMISES AND COVENANTS HEREIN CONTAINED THE PARTIES AGREE AS FOLLOWS:

I. Definitions

- A. The term "City" shall mean the City of West Des Moines, Iowa and where necessary shall include the Mayor and City Council Members, employees and agents of the City.
- B. The term "Department" shall mean the City of West Des Moines Parks and Recreation Department.
- C. The term "Association" shall mean the Cricket League of Iowa, its officers, directors, employees, volunteers and agents.
- D. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender according to context.
- E. The term "Premises" shall include the area in the attached diagram entitled Exhibit A, generally described as the area in Holiday Park that includes the cricket field.

II Term

This Agreement shall commence on the above date of execution and shall continue until December 31, 2019 unless otherwise terminated at an earlier date as provided herein.

III. Extension of Agreement

At the City's option, this Agreement may be extended for an additional term not to exceed five (5) years. Any extension of this Agreement shall be in writing and executed by the parties. If the City elects to exercise the option to renew this Agreement, it shall provide notice as indicated herein within 90 days of the expiration of the initial term of this Agreement. The renewal may include modifications to the original terms of this Agreement, if mutually agreed to by the City and the Association.

IV. Field Usage

- A. The Holiday Cricket Field in Holiday Park, located at approximately 298 Ninth St. so designated in the playing schedule, shall be reserved for scheduled games, tournaments, and practices according to the Association's annual schedule. Any use of this field by Association members outside their official schedule is on a first come/first served basis.
- B. The general public shall be allowed to use the Premises during times outside of the Association's official schedule. The field shall not be scheduled by the Association in such a way to prohibit or purposely restrict general public use. The field may be closed off to the general public by the Association for repairs, renovation, or preparation for games or tournaments as long as the length of time is reasonable.
- C. Any use of the field so designated by the Parks and Recreation Department shall be coordinated with the schedule of the Association and shall be presented to the President of the Association by the Department.
- D. Any use of the Premises by entities or organizations other than the Association shall require the written consent of the Department Director if that use is not sponsored by the Association. Unless covered under the Association's insurance policy, proof of insurance coverage with the City of West Des Moines named as additional insured shall be provided by the entity or organization for all non-Association sponsored events.

V. Maintenance Responsibilities

- A. All requests for maintenance assistance from Department staff shall be submitted to the Parks Maintenance Supervisor at least seven (7) days in advance, except in emergency situations. If less than seven (7) days notice is given in non-emergency situations, the Association shall pay the full cost of any overtime hours worked by Department staff if applicable.
- B. The Department will provide an adequate number of barrels for litter and empty all containers on a regular basis. The Association is responsible for picking up all litter and debris on the ground within the Premises.
- C. The Department shall provide restrooms at Wilson Park from approximately April 15 through October 15. Dates are subject to change according to weather conditions. One portable toilet will be provided by the City in Wilson Park when permanent restrooms are not available during the Association's regular season. The Department shall be responsible for maintenance of the restrooms and portable toilets provided by the City. Additional portable toilets may be utilized during peak periods by the Association at the Association's expense. Maintenance of portable toilets provided by the Association will be the responsibility of the Association.
- D. All grass will be mowed by the Department on a regular basis. If additional mowing is needed, the Association will be responsible for keeping grass at the height required by the Association. The Association will maintain the pitch and line the field.
- E. The Department will fertilize all field areas within the Premises once a year as a part of its system-wide turf program. The purchase of additional fertilizer or seed shall be the responsibility of the Association, and application thereof shall require the prior approval of the Superintendent of Parks. Any cost of additional fertilization or seeding done by the Department shall be borne by the Association.
- F. The Department shall spray all fields areas within the Premises for broadleaf weeds as a part of their overall system wide weed control program. Additional broadleaf control or other pesticide/herbicide use may be requested by the Association to be done by the Department. Any cost of additional spraying shall be borne by the Association. Under no circumstances may the Association permit or contract for individuals or businesses to apply fertilizer, pesticides or herbicides to any public park lands without prior written approval from the Superintendent of Parks.
- G. Except as provided herein, the Association, at its expense, shall care for, maintain and keep in repair and in a safe and serviceable condition all structures, if applicable, such as goal posts, bleachers, etc., which are used

during Association sponsored activities. Any damaged structure or equipment must be reported to the Superintendent of Parks within 24 hours.

VI. Facilities and Improvements

A. The Association shall be responsible for maintenance and repairs to the existing cricket "Pitch". The pitch shall be covered with astro turf or a similar material at Association expense.

B. Any field or structure improvements or changes, paint colors, and facility naming requests must be approved by the Director, and if applicable, the Park and Recreation Advisory Board, the Planning and Zoning Commission, and/or the City Council in advance.

C. All irrigation systems must have approval of the Department and West Des Moines Water Works prior to installation. Water used for irrigation purposes shall be separately metered and paid for by the Association. All installation, maintenance, replacement and repair of irrigation systems is the responsibility of the Association.

D. The Association shall not erect, post or exhibit any signs within the facility unless approval is first given by the Director. All signs shall comply with the ordinances of the City and any rules and regulations adopted by the Park and Recreation Advisory Board or the Department. Any signs removed or taken down by the Association shall not damage any building or facility.

E. The Association shall be solely responsible for acquiring at its own expense from corporate, federal, state, county, or local agencies or governmental units all permits for operations, improvements or changes.

VII. Insurance Requirements

A. The Association shall at its cost and expense, procure and maintain casualty and liability insurance for the term of this Agreement. The insurance provider shall be authorized to do business in Iowa and shall have received a rating of A or better in the current Best's Rating Guide. The insurance provider shall certify in writing that any policy of insurance required herein with an aggregate limit of liability has not been reduced by paid or reserved claims at the time of issuance or renewal of the policy or certificate covering the operation and/or event.

The City of West Des Moines shall be named as additional insured under each policy or certificate. The original certificate of insurance shall be

delivered to the City Clerk, City of West Des Moines, P.O.Box 65320, West Des Moines, Iowa 50265. A copy of the certificate shall also be submitted to the Superintendent of Parks for the Department's records. Each policy and certificate shall have endorsed thereon: "No cancellation of or change in this policy shall become effective until after ten (10) days written notice by registered mail to: "City Clerk, City of West Des Moines, PO Box 65320, West Des Moines, Iowa, 50265."

The policy shall provide amounts of insurance coverage as follows:

Property Damage Insurance - Not less than	\$50,000
Worker's Compensation and Employers Liability	Statutory Requirements
<b>Commercial General Liability</b>	
General Aggregate Limit	\$2,000,000
Products Completed Operation Aggregate Limit	1,000,000
Personal and Advertising Injury Limit	1,000,000
Each occurrence limit	1,000,000
Comprehensive automobile & motor vehicle/trailer	500,000
Liability insurance for vehicles owned, non-owned or rented and underinsured and uninsured automobile & vehicle liability	per occurrence
Medical payments for participants (any one person)	5,000

- B. Upon failure of the Association to furnish, deliver and maintain such insurance as above provided, this Agreement may, at the election of the city, be forthwith declared suspended, discontinued or terminated. Failure of the Association to procure and/or maintain the required insurance shall not relieve the Association from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Association concerning indemnification. All required insurance shall be in effect and continued during the term of this Agreement.
- C. The City recommends a bonding policy covering all members who handle money in the Association.

**VIII. General Covenants, Policies and Conditions**

- A. All eligible residents of West Des Moines shall be permitted to participate in the Association's program. The Association shall comply with all federal, state, and municipal equal opportunity laws and regulations prohibiting discrimination including but not limited to adherence and compliance with the Americans with Disabilities Act.
- B. The Association shall encourage all participants to abide by all federal, state, county and city laws, ordinances and regulations including all

regulations adopted and established by the City Council, Parks and Recreation Advisory Board, and Department.

- C. The Director or his designee reserves the right to cancel or postpone any activity or eject any person(s) from the facility due to conflicts, disregarding of rules and regulations of the Parks, adverse weather, or uncontrollable circumstances. Safety of the participants prevails.
- D. Participants in Cricket League of Iowa activities shall use the parking lot located off Ninth Street, technically in Wilson Park, which is immediately adjacent to Holiday Park. Emphasis should be given in communications to participants that parking is to take place in the lot designated for Association use. There is to be no parking on the grass.

IX. Termination

- A. At the expiration of this Agreement or any extension thereof, or sooner as hereinafter set forth, the Association shall surrender the premises and all City property thereon, in as good condition as when taking possession by the Association.
  - (1) The Association may be relieved in whole or in part of any or all of the obligations of this Agreement for such stated periods of time as the City may deem proper upon written application showing circumstances beyond the control of the Association warranting such relief. The City shall respond in writing authorizing or rejecting said request.
  - (2) Upon default by the Association of any of the terms and provisions of this Agreement, this Agreement may be terminated or canceled at the option of the City, provided, however, before termination or cancellation, the City, shall give written notice to the Association's President or other officer by Certified Mail specifying the default or defaults and stating the Agreement will be canceled and forfeited ten (10) days after giving of such notice unless such default or defaults are remedied within such grace period. Any bankruptcy or insolvency proceedings by the Association shall, at the City's option, immediately terminate this Agreement and the facility under the control of the Association shall vest with the City.
  - (3) If the City is required to expend any money to fulfill the terms, conditions and obligations of the Association, either during the term of this Agreement by reason of default or after termination of this

Agreement, the Park and Recreation Advisory Board, the City, or its assigns may pursue reimbursement of any costs directly from the Association, or may seek any legal or equitable remedy available, including costs and attorney fees occasioned by such action.

- (4) The Association nor any one claiming by, through or under the Association, shall not have the right to file or place any Mechanic's Lien or other lien of any kind or character whatsoever, upon the premises, facilities, or building controlled by the Association under this Agreement, and notice is hereby given that no contractor, subcontractor, or anyone else who may furnish any material, service or labor for any improvements, alteration, repairs or any part thereof, shall at any time be or become entitled to any lien thereon.

- B. If this Agreement is terminated and is not extended, all fencing, light poles, buildings, pitch structures and underground irrigation systems including controllers shall remain the property of the City. No compensation will be paid by the City to the Association for the above improvements. Scoreboards, goals, light fixtures, and bleachers shall be considered the property of the Association, unless they were originally purchased by the City, and may be removed from the site. If any property is removed upon expiration of this Agreement, the premises shall be restored to as good condition as existed upon commencement of this Agreement.

X. Dispute Resolution

- A. Any concerns or questions regarding interpretation or application of the provisions of this Agreement shall first be submitted to the Superintendent of Parks. The Department Director, City Manager, and members of the Park and Recreation Advisory Board or the City Council may become involved in the resolution process. The parties may seek to resolve any disputes by alternative dispute resolution methods prior to pursuing legal or equitable remedies.

XI. Submittals

- A. The following shall be submitted to the Superintendent of Parks by March 15 of each year or prior to any activity taking place in Holiday Park:
  - (1) Roster of current officers' names, e-mail addresses and phone numbers.
  - (2) List of emergency contact names, e-mail addresses and phone numbers.
  - (3) Schedule of Association activities.



(4) Current Association by-laws.

- B. In addition, the Association shall submit the required certificate of insurance to the City Clerk and to the Superintendent of Parks on an annual basis, prior to the expiration of the existing insurance policy. If the Association fails to do so, then upon written demand by the City or Department, the Association must provide the City or department with the required certificate of insurance within five (5) business days of the date of the written demand. If the Association does not comply within five (5) business days, then the Association is in default of this Agreement. The Association is in default, according to the terms of Section VII – Insurance Requirements, Paragraph B, if there is no insurance coverage at any given time during the term of this Agreement.
- C. An annual report shall be submitted by the Association to the Superintendent of Parks no later than March 15 of each calendar year which shall include, but not be limited to current participation figures, expenses and revenue, evaluation comments, and any facility improvement requests. The Association shall attend a regular meeting of the Parks and Recreation Advisory Board to present the annual report.

XII. Release of Liability; Hold Harmless

- A. The City and the Association hereby agree to indemnify and hold the other party, its elected officers, agents, employees, successors, and assigns, harmless from any and all claims, demands, actions, judgments, settlements, or other costs, including reasonable attorneys' fees, which the party may incur or sustain due to negligent, reckless, or willful conduct attributed to the party, related to the execution of this Agreement. For the purposes of this Section, "City" includes those persons described in Section I – Definitions, Paragraph A, as well as West Des Moines Water Works. As a condition of this Agreement, each party must provide the other party with prompt notice of any such claim, demand, or action and all necessary information and assistance so that the indemnifying party, at its option, may defend or settle such claim, demand, or action. In the event that any such claim, demand, or action is caused by the joint or concurrent negligence of both parties, then the loss, expense, or claim shall be borne by each party in proportion to its respective negligence in causing said loss, expense, or claim.
- B. The parties specifically agree that the City is not liable for any failures by the Association to pay taxes, assessments, sales taxes, withholding taxes, or other public charges levied or assessed by reason of the operation of the Association's activities or programs.

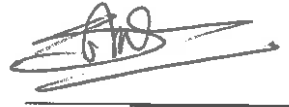
**XII. Notices**

Notices to be sent pursuant to this Agreement shall be sent to the other party by certified mail, with return receipt and addressed as follows:

For the City:  
Director of Parks & Recreation  
City of West Des Moines  
4200 Mills Civic Parkway  
West Des Moines, IA 50265

For the Association:  
President, Cricket League of Iowa

CRICKET LEAGUE OF IOWA



\_\_\_\_\_  
President

CITY OF WEST DES MOINES

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

Attest:

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

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

**ITEM:** Motion – Approval of Park Use Agreement –  
Des Moines Rugby Foundation

**DATE:** March 23, 2005

**FINANCIAL IMPACT:** None

**BACKGROUND:** The five year term of the park use agreement between the City and the Des Moines Rugby Foundation will expire next month. The group has been operating for many years. The agreement includes a five year term with extension options.

**OUTSTANDING ISSUES:** None

**RECOMMENDATION:** Staff and Parks and Recreation Advisory Board recommend that the City Council approve the agreement.

**Lead Staff Member:** Greg Hansen, Superintendent of Recreation *MH*

**STAFF REVIEWS**

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

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

Published In	
Dates(s) Published	

**SUBCOMMITTEE REVIEW** (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

AGREEMENT  
BETWEEN THE CITY OF WEST DES MOINES  
AND THE  
RUGBY FOUNDATION  
FOR USE OF PARKS & RECREATION PREMISES

THIS AGREEMENT is made this \_\_\_ day of \_\_\_\_\_, 2015, by and between the CITY OF WEST DES MOINES (hereinafter called "City") and the RUGBY FOUNDATION (hereinafter called "Association").

FOR AND IN CONSIDERATION OF MUTUAL PROMISES AND COVENANTS HEREIN CONTAINED THE PARTIES AGREE AS FOLLOWS:

I. Definitions

- A. The term "City" shall mean the City of West Des Moines, Iowa and where necessary shall include the Mayor and City Council Members, employees and agents of the City.
- B. The term "Department" shall mean the City of West Des Moines Parks and Recreation Department.
- C. The term "Association" shall mean the Rugby Foundation, its officers, directors, employees, volunteers and agents.
- D. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender according to context.
- E. The term "Premises" shall include the area in the attached diagram entitled Exhibit A, generally described as the area in Jordan Creek Park that includes Windsor Field.

II. Term

This Agreement shall commence on the above date of execution and shall continue until December 31, 2019 unless otherwise terminated at an earlier date as provided herein.

III. Extension of Agreement

At the City's option, this Agreement may be extended for an additional term not to exceed five (5) years. Any extension of this Agreement shall be in writing and executed by the parties. If the City elects to exercise the option to renew this Agreement, it shall provide notice as indicated herein within 90 days of the expiration of the initial term of this Agreement. The renewal may include modifications to the original terms of this Agreement, if mutually agreed to by the City and the Association.

IV. Field Usage

- A. The Windsor Rugby Field in Jordan Creek Park, located at approximately 3900 E.P. True Parkway so designated in the playing schedule, shall be reserved for scheduled games, tournaments, and practices according to the Association's annual schedule. Any use of the field by Association members outside their official schedule is on a first come/first served basis.
- B. The general public shall be allowed to use the Premises during times outside of the Association's official schedule. The field shall not be scheduled by the Association in such a way to prohibit or purposely restrict general public use. Fields may be closed off to the general public by the Association for repairs, renovation, or preparation for games or tournaments as long as the length of time is reasonable.
- C. Any use of the field so designated by the Parks and Recreation Department shall be coordinated with the schedule of the Association games and practices and shall be presented to the President of the Association by the Department.
- D. Any use of the Premises by entities or organizations other than the Association shall require the written consent of the Department Director if that use is not sponsored by the Association. Unless covered under the Association's insurance policy, proof of insurance coverage with the City of West Des Moines named as additional insured shall be provided by the entity or organization for all non-Association sponsored events.

V. Maintenance Responsibilities

- A. All requests for maintenance assistance from Department staff shall be submitted to the Parks Maintenance Supervisor at least seven (7) days in advance, except in emergency situations. If less than seven (7) days notice is given in non-emergency situations, the Association shall pay the full cost of any overtime hours worked by Department staff if applicable.

- B. The Department will provide an adequate number of barrels for litter and empty all containers on a regular basis. The Association is responsible for picking up all litter and debris on the ground within the Premises.
- C. All grass will be mowed by the Department on a regular basis. If additional mowing is needed, the Association will be responsible for keeping grass at the height required by the Association. The Association will maintain goal posts and line the field. All sod used for repair of goal areas shall be purchased and laid by the Association.
- D. At the request of the Association, the Department will fertilize Windsor Rugby Field once a year as a part of its system-wide turf program. The purchase of additional fertilizer or seed shall be the responsibility of the Association, and application thereof shall require the prior approval of the Superintendent of Parks. Any cost of additional fertilization or seeding done by the Department shall be borne by the Association.
- E. At the request of the Association, the Department shall spray the area for broadleaf weeds as a part of their overall system wide weed control program. Additional broadleaf control or other pesticide/herbicide use may be requested by the Association to be done by the Department. Any cost of additional spraying shall be borne by the Association. Under no circumstances may the Association permit or contract for individuals or businesses to apply fertilizer, pesticides or herbicides to any public park lands without prior written approval from the Superintendent of Parks.
- F. Any additional maintenance due to irrigation of turf will be the responsibility of the Association.
- G. Except as provided herein, the Association, at its expense, shall care for, maintain and keep in repair and in a safe and serviceable condition all structures such as goal posts, bleachers, etc., which are used during Association sponsored activities. Any damaged structure or equipment must be reported to the Superintendent of Parks within 24 hours.

#### VI. Facilities and Improvements

- A. Any field or structure improvements or changes, paint colors, and facility naming requests must be approved by the Director, and if applicable, the Park and Recreation Advisory Board, the Planning and Zoning Commission, and/or the City Council in advance.
- B. All irrigation systems must have approval of the Department and West Des Moines Water Works prior to installation. If a well is involved, Iowa

Department of Natural Resources approval shall also be required. Irrigation systems and wells will not be installed by the City. All installation, maintenance, replacement and repair of irrigation systems and wells is the responsibility of the Association.

- C. Electric meters and water meters for irrigation systems shall be listed in the Association's name with the utility supplier. Electric and water use for irrigation shall be paid for by the Association.
- D. All field lighting or scoreboards must be approved by the Department prior to installation. Field lighting and scoreboards will not be installed by the City.
- E. Overhead light bulbs on field lights will be replaced and fixtures will be aimed by the Association. All maintenance, replacement and repair of field light fixtures, poles, and underground wiring is the responsibility of the Association.
- F. All scoreboards used in conjunction with Association activities shall be repaired, maintained, and replaced by the Association.
- G. Electric meters for field lights and scoreboards shall be listed in the Association's name with the electricity supplier. Electrical use of lights for Association events shall be paid for by the Association. Any electrical use of the lights in tournament play or other activities scheduled by the Department shall be paid for by the Department.
- H. The Association shall not erect, post or exhibit any signs within the facility unless approval is first given by the Director. All signs shall comply with the ordinances of the City and any rules and regulations adopted by the Park and Recreation Advisory Board or the Department. Any signs removed or taken down by the Association shall not damage any building or facility.
- I. The Association shall be solely responsible for acquiring at its own expense from corporate, federal, state, county, or local agencies or governmental units all permits for operations, improvements or changes.

VII. Insurance Requirements

- A. The Association shall at its cost and expense, procure and maintain casualty and liability insurance for the term of this Agreement. The insurance provider shall be authorized to do business in Iowa and shall have received a rating of A or better in the current Best's Rating Guide. The insurance provider shall certify in writing that any policy of insurance required herein

with an aggregate limit of liability has not been reduced by paid or reserved claims at the time of issuance or renewal of the policy or certificate covering the operation and/or event.

The City of West Des Moines shall be named as additional insured under each policy or certificate. The original certificate of insurance shall be delivered to the City Clerk, City of West Des Moines, P.O.Box 65320, West Des Moines, Iowa 50265. A copy of the certificate shall also be submitted to the Superintendent of Parks for the Department's records. Each policy and certificate shall have endorsed thereon: "No cancellation of or change in this policy shall become effective until after ten (10) days written notice by registered mail to: "City Clerk, City of West Des Moines, PO Box 65320, West Des Moines, Iowa, 50265."

The policy shall provide amounts of insurance coverage as follows:

Property Damage Insurance - Not less than	\$50,000
Worker's Compensation and Employers Liability	Statutory Requirements
<b>Commercial General Liability</b>	
General Aggregate Limit	\$2,000,000
Products Completed Operation Aggregate Limit	1,000,000
Personal and Advertising Injury Limit	1,000,000
Each occurrence limit	1,000,000
Comprehensive automobile & motor vehicle/trailer liability insurance for vehicles owned, non-owned or rented and underinsured and uninsured automobile & vehicle liability	500,000 per occurrence
Medical payments (any one person)	5,000

- B. Upon failure of the Association to furnish, deliver and maintain such insurance as above provided, this Agreement may, at the election of the city, be forthwith declared suspended, discontinued or terminated. Failure of the Association to procure and/or maintain the required insurance shall not relieve the Association from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Association concerning indemnification. All required insurance shall be in effect and continued during the term of this Agreement.
- C. The City recommends a bonding policy covering all members who handle money in the Association.

**VIII. General Covenants, Policies and Conditions**

- A. All eligible residents of West Des Moines shall be permitted to participate



in the Association's program. The Association shall comply with all federal, state, and municipal equal opportunity laws and regulations prohibiting discrimination including but not limited to adherence and compliance with the Americans with Disabilities Act.

- B. The Association shall encourage all participants to abide by all federal, state, county and city laws, ordinances and regulations including all regulations adopted and established by the City Council, Parks and Recreation Advisory Board, and Department.
- C. The Director or his designee reserves the right to cancel or postpone any activity or eject any person(s) from the facility due to conflicts, disregarding of rules and regulations of the Parks, adverse weather, or uncontrollable circumstances. Safety of the participants prevails.
- D. Occasional overflow parking on City-owned property located at the northeast corner of 39<sup>th</sup> Street and E.P.True Parkway will be allowed for Association events. This shall be limited to matches held according to the Association's schedule.

**IX. Termination**

- A. At the expiration of this Agreement or any extension thereof, or sooner as hereinafter set forth, the Association shall surrender the premises and all City property thereon, in as good condition as when taking possession by the Association.
  - (1) The Association may be relieved in whole or in part of any or all of the obligations of this Agreement for such stated periods of time as the City may deem proper upon written application showing circumstances beyond the control of the Association warranting such relief. The City shall respond in writing authorizing or rejecting said request.
  - (2) Upon default by the Association of any of the terms and provisions of this Agreement, this Agreement may be terminated or canceled at the option of the City, provided, however, before termination or cancellation, the City, shall give written notice to the Association's President or other officer by Certified Mail specifying the default or defaults and stating the Agreement will be canceled and forfeited ten (10) days after giving of such notice unless such default or defaults are remedied within such grace period. Any bankruptcy or insolvency proceedings by the Association shall, at the City's option, immediately terminate this Agreement and the facility under

the control of the Association shall vest with the City.

- (3) If the City is required to expend any money to fulfill the terms, conditions and obligations of the Association, either during the term of this Agreement by reason of default or after termination of this Agreement, the Park and Recreation Advisory Board, the City, or its assigns may pursue reimbursement of any costs directly from the Association, or may seek any legal or equitable remedy available including costs and attorney fees occasioned by such action.
  - (4) The Association nor any one claiming by, through or under the Association, shall not have the right to file or place any Mechanic's Lien or other lien of any kind or character whatsoever, upon the premises, facilities, or building controlled by the Association under this Agreement, and notice is hereby given that no contractor, subcontractor, or anyone else who may furnish any material, service or labor for any improvements, alteration, repairs or any part thereof, shall at any time be or become entitled to any lien thereon.
- B. If this Agreement is terminated and is not extended, all fencing, light poles, buildings, and underground irrigation systems including controllers shall remain the property of the City. No compensation will be paid by the City to the Association for the above improvements. Scoreboards, goals, light fixtures, and bleachers shall be considered the property of the Association, unless they were originally purchased by the City, and may be removed from the site. If any property is removed upon expiration of this Agreement, the premises shall be restored to as good condition as existed upon commencement of this Agreement.

X. Dispute Resolution

- A. Any concerns or questions regarding interpretation or application of the provisions of this Agreement shall first be submitted to the Superintendent of Parks. The Department Director, City Manager, and members of the Park and Recreation Advisory Board or the City Council may become involved in the resolution process. The parties may seek to resolve any disputes by alternative dispute resolution methods prior to pursuing legal or equitable remedies.

XI. Submittals

- A. The following shall be submitted to the Superintendent of Parks by March 15 of each year or prior to any activity taking place on Windsor Rugby Field :
- (1) Roster of current officers' names, e-mail addresses and phone numbers.
  - (2) List of emergency contact names, e-mail addresses and phone numbers.
  - (3) Schedule of Association activities.
  - (4) Current Association by-laws.
- B. In addition, the Association shall submit the required certificate of insurance to the City Clerk and to the Superintendent of Parks on an annual basis, prior to the expiration of the existing insurance policy. If the Association fails to do so, then upon written demand by the City or Department, the Association must provide the City or department with the required certificate of insurance within five (5) business days of the date of the written demand. If the Association does not comply within five (5) business days, then the Association is in default of this Agreement. The Association is in default, according to the terms of Section VII – Insurance Requirements, Paragraph B, if there is no insurance coverage at any given time during the term of this Agreement.
- C. An annual report shall be submitted by the Association to the Superintendent of Parks no later than March 15 of each calendar year which shall include, but not be limited to current participation figures, expenses and revenue, evaluation comments, and any facility improvement requests. The Association shall attend a regular meeting of the Parks and Recreation Advisory Board to present the annual report.

XII. Release of Liability; Hold Harmless

- A. The City and the Association hereby agree to indemnify and hold the other party, its elected officers, agents, employees, successors, and assigns, harmless from any and all claims, demands, actions, judgments, settlements, or other costs, including reasonable attorneys' fees, which the party may incur or sustain due to negligent, reckless, or willful conduct attributed to the party, related to the execution of this Agreement. For the purposes of this Section, "City" includes those persons described in

Section I – Definitions, Paragraph A, as well as West Des Moines Water Works. As a condition of this Agreement, each party must provide the other party with prompt notice of any such claim, demand, or action and all necessary information and assistance so that the indemnifying party, at its option, may defend or settle such claim, demand, or action. In the event that any such claim, demand, or action is caused by the joint or concurrent negligence of both parties, then the loss, expense, or claim shall be borne by each party in proportion to its respective negligence in causing said loss, expense, or claim.

- B. The parties specifically agree that the City is not liable for any failures by the Association to pay taxes, assessments, sales taxes, withholding taxes, or other public charges levied or assessed by reason of the operation of the Association’s activities or programs.

**XIII. Notices**

Notices to be sent pursuant to this Agreement shall be sent to the other party by certified mail, with return receipt and addressed as follows:

For the City:  
Director of Parks & Recreation  
City of West Des Moines  
4200 Mills Civic Parkway  
West Des Moines, IA 50265

For the Association:  
President, Rugby Foundation

**RUGBY FOUNDATION**

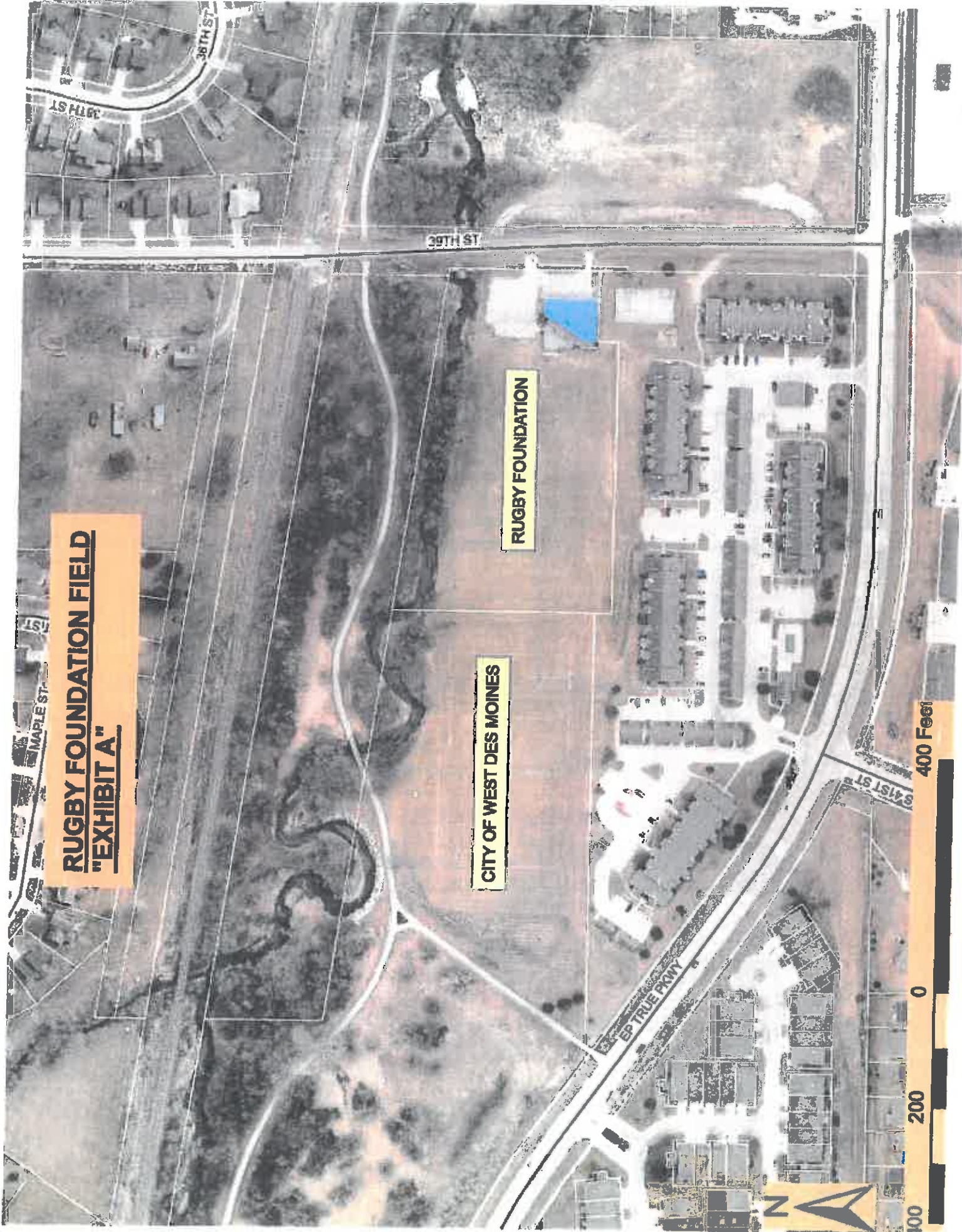
\_\_\_\_\_  
President

**CITY OF WEST DES MOINES**

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

Attest:

\_\_\_\_\_  
Ryan T Jacobsen, City Clerk



**RUGBY FOUNDATION FIELD**  
**"EXHIBIT A"**

**RUGBY FOUNDATION**

**CITY OF WEST DES MOINES**

400 Feet

0

200

400

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

**4(i)**

**DATE: March 23, 2015**

**ITEM:**

Motion – Approving a Letter of Support  
Revisions to Federal Functional Classification System  
Des Moines Area Metropolitan Planning Organization (MPO)

**FINANCIAL IMPACT:**

None.

**BACKGROUND:**

The Iowa DOT will soon be accepting modification requests to the Federal Functional Classification (FFC) System, which the Federal Highway Administration uses to classify roads. The IDOT has requested that the MPO submit to them a list of proposed changes for the MPO area. In order to facilitate this process, the MPO is requesting that each community determine if they would like to make any modifications to the FFC System and submit an official letter detailing those changes.

There are 3 street sections of the FFC System that are being requested to be revised. These are based on recent roadway projects and corridor studies. They include:

- Veterans Parkway from Highway 28 to Army Post Rd – updating from a “future” section to an existing section due to recent construction
- Veterans Parkway from Maffitt Lake Rd to future South Grand Prairie Pkwy – showing as a future section based on the recent Howard R. Green corridor study.
- South 60<sup>th</sup> Street from EP True Pkwy to Mills Civic Pkwy – upgrading from a “Collector” to a “Minor Arterial” section due to recent widening

**OUTSTANDING ISSUES:**

None.

**RECOMMENDATION:**

City Council Adopt:

- Motion approving a Letter of Support for the Federal Functional Classification revisions and direct Mayor to sign letter on behalf of the City

**Lead Staff Member: Eric R. Petersen, P.E., Transportation Engineer**

**STAFF REVIEWS**

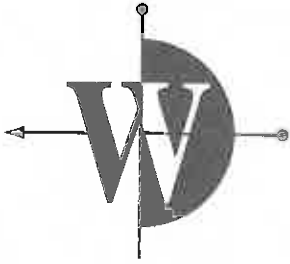
Department Director	Duane C. Wittstock, P.E., L.S.
Appropriations/Finance	
Legal	Richard Scieszinski, City Attorney <i>RS</i>
Agenda Acceptance	<i>RTJ</i>

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

Published In	
Dates(s) Published	

**SUBCOMMITTEE REVIEW (if applicable)**

Committee	Public Works		
Date Reviewed	March 16, 2015		
Recommendation	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Split



THE CITY OF  
**West Des Moines®**  
www.wdm.iowa.gov

**Mayor and City Council**

4200 Mills Civic Parkway  
P.O. Box 65320  
West Des Moines, IA 50265-0320

Phone  
515-222-3610

FAX  
515-222-3638

Website  
www.wdm.iowa.gov

'Aaa'  
Credit Rating  
Moody's

'AAA'  
Credit Rating  
Standard & Poor's

March 23, 2015

Mr. Todd Ashby  
Des Moines Area MPO  
420 Watson Powell Jr. Way, Suite 200  
Des Moines IA 5039

**RE: Requested revisions to Federal Functional Classification System**

Dear Mr. Ashby:

The MPO has asked the City of West Des Moines to compile a list of proposed modifications to the Federal Functional Classification System and submit an official letter for these requests.

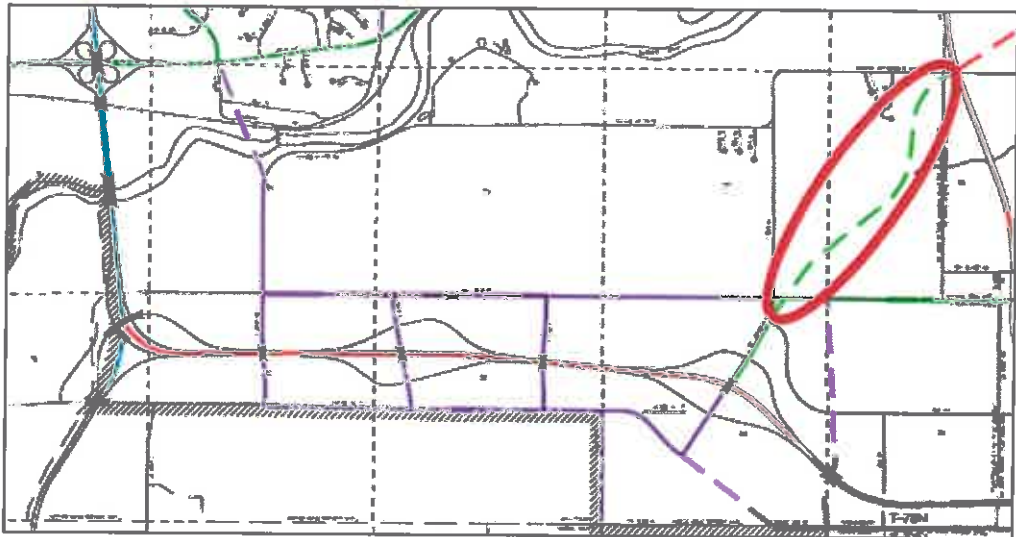
The City of West Des Moines hereby submits to you a letter expressing the City's support for the attached requests.

Thank you for your time and consideration,

Steven K. Gaer, Mayor

**Veterans Parkway – Highway 28 to Army Post Rd (Change to Currently Designated Section)**

Veterans Parkway is shown on the FFC map as a future Minor Arterial between Highway 28 and Army Post Road. Due to the recent completion of Veterans Parkway west of Highway 28, it is requested that the dashed (future) 1.25-mile section be modified to an existing Minor Arterial. See map below.

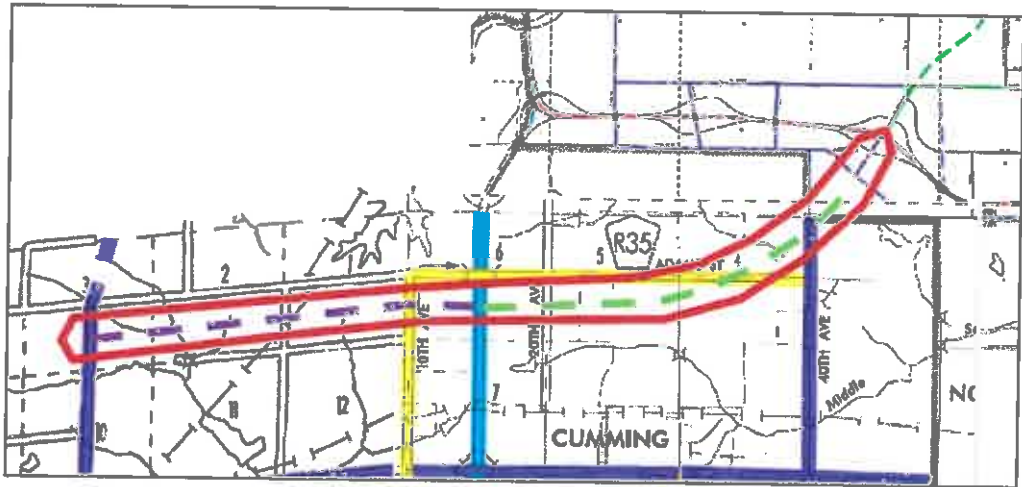


**Veterans Parkway – Highway 5 to Future Grand Prairie Pkwy**

Veterans Parkway is ultimately planned to extend southwest to I-35, with a new interchange at I-35, and continue west to future Grand Prairie Parkway as shown in the figure below. This corridor was recently studied by HR Green and sponsored by Warren County with input from FHWA, Iowa DOT, DMAMPO, Madison County, and the Cities of West Des Moines and Cumming. It is requested that the following changes be made:

- **Veterans Pkwy between Hwy 5 and Maffitt Lake Rd (currently designated 0.37-mile section in West Des Moines)**
  - Currently classified as a Collector. Request change to Minor Arterial to be consistent with Veterans Parkway to the north and future Veterans Parkway to the south.
- **Veterans Pkwy between Maffitt Lake Rd and Urban Area Boundary (future 0.40-mile section in West Des Moines)**
  - Future Minor Arterial



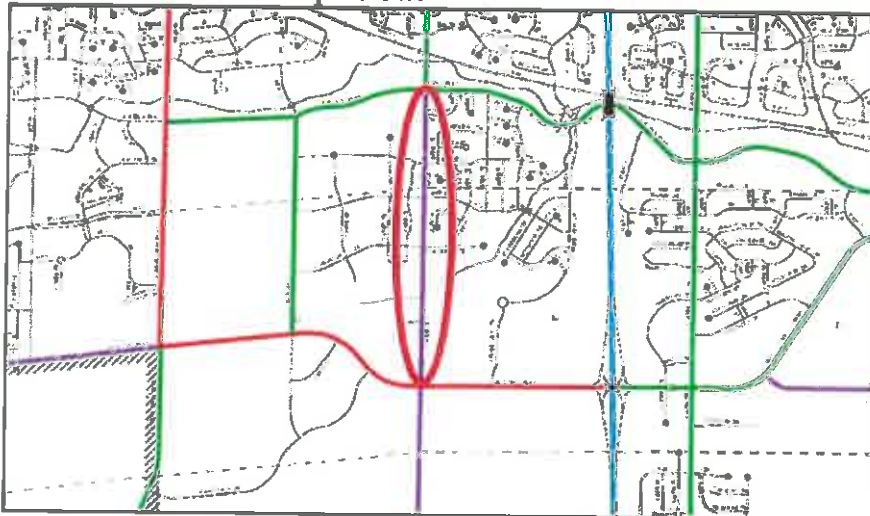


The remaining sections of future Veterans Parkway are located outside of the urban area boundary shown on the map for West Des Moines and would need to be added as part of the maps for Warren and Madison counties. These sections include:

- Veterans Pkwy between Urban Area Boundary and I-35 (**future 2.85-mile section in Warren County**)
  - Future Minor Arterial
- Veterans Pkwy between I-35 and Future Grand Prairie Pkwy (**future 0.54-mile section in Warren County and 2.46-mile section in Madison County**)
  - Future Collector

**South 60<sup>th</sup> Street – EP True Pkwy to Mills Civic Pkwy (Change to Currently Designated Section)**

South 60<sup>th</sup> Street is shown on the FFC map as a Collector between EP True Parkway and Mills Civic Parkway. This section was recently widened and now functions similar to other sections of 60<sup>th</sup> Street to the north. As a result, it is requested that the 1.12-mile section be changed from a Collector to a Minor Arterial. See map below.



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

DATE: March 23, 2015

**ITEM:**

Resolution - Ordering Construction  
2015 Sewer Cleaning and Televising Program

**FINANCIAL IMPACT:**

The Engineering Estimate of construction cost for the 2015 Sewer Cleaning and Televising Program is \$99,900.30. Payments will be made from budgeted account no. 5097.80.820.6.7910 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, April 1, 2015, and a Public Hearing on the project should be scheduled for 5:35 p.m. on Monday, April 6, 2015. The contract would be awarded on Monday, April 6, 2015, and work will begin shortly thereafter.

This project is part of the ongoing program to clean and televise sanitary sewer lines at various locations throughout the City of West Des Moines' sanitary sewer system. The completion date for the project is August 1, 2015.

**RECOMMENDATION:**

City Council Adopt:

- Resolution Ordering Construction of 2015 Sewer Cleaning and Televising Program.
- Fixing 2:00 p.m. on Wednesday, April 1, 2015, as 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.

**STAFF REVIEWS**

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

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

Published In	
Dates(s) Published	

**SUBCOMMITTEE REVIEW (if applicable)**

Committee	Public Works		
Date Reviewed	March 16, 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 Sewer Cleaning and Televising Program  
Project No. 0510-012-2015**

is hereby ordered constructed according to the Plans and Specifications prepared by the Engineering Division of the City of West Des Moines and now on file in the office of 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, April 6, 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, April 1, 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 City Clerk designee at 2:00 p.m. on Wednesday, April 1, 2015, and the results of said bids shall be considered at a meeting of this Council on Monday, April 6, 2015, at 5:35 p.m. and acted upon at said time, or such time as may then be fixed.

**PASSED AND APPROVED** this 23<sup>rd</sup> day of March, 2015.

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

ATTEST:

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



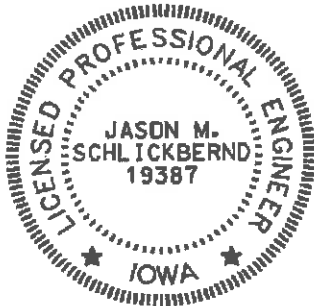
**ENGINEER'S ESTIMATE  
2015 SEWER CLEANING AND TELEVISIONING PROGRAM**

**WEST DES MOINES, IOWA**


**PROJECT NO. 0510-012-2015**

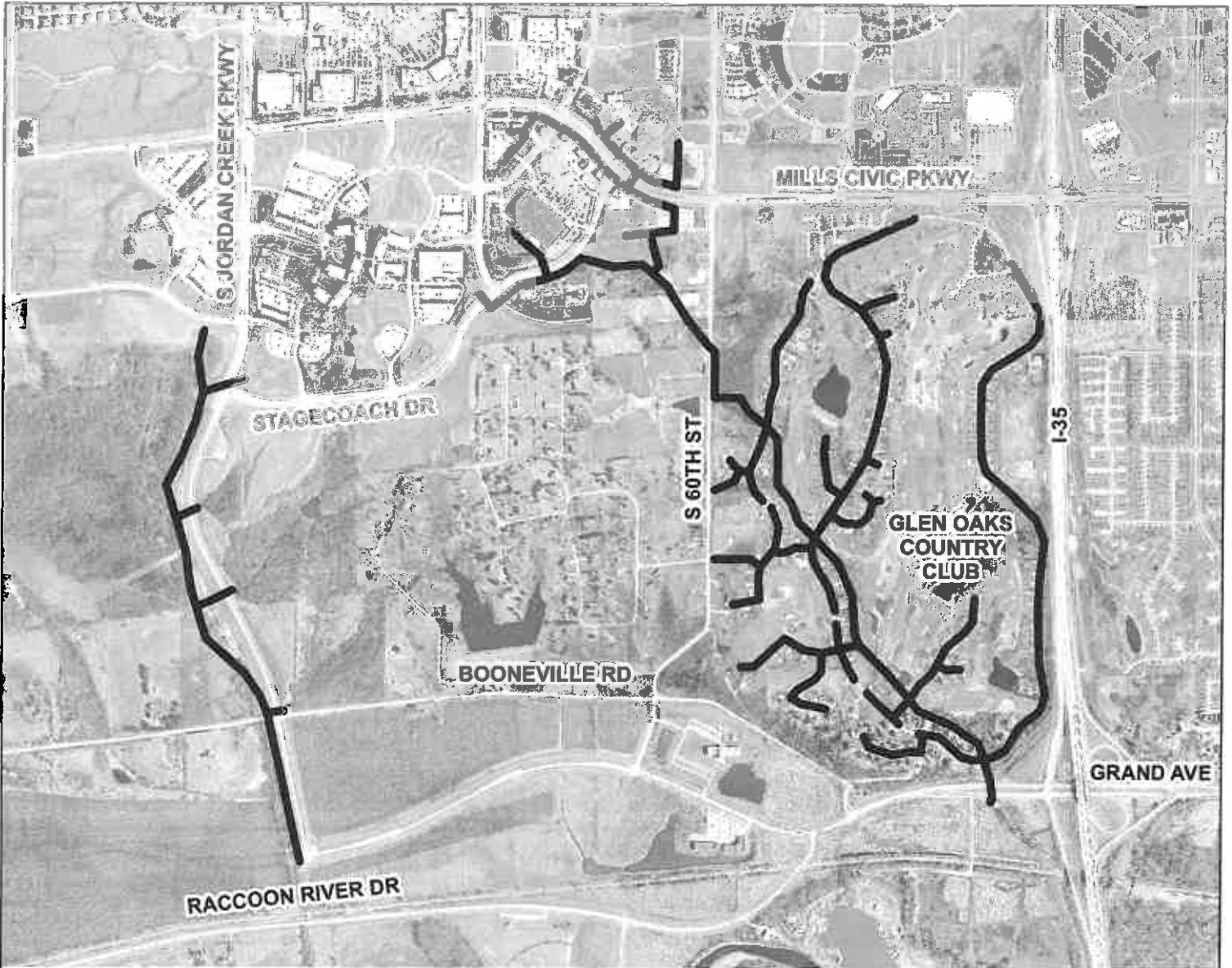
<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Extended Price</u>
1.1 Mobilization	LS	1	\$5,000.00	\$ 5,000.00
1.2 Type A Cleaning - 8" Sanitary Sewer	LF	34,328	\$0.80	\$ 27,462.40
1.3 Type A Cleaning - 10" Sanitary Sewer	LF	2,661	\$0.85	\$ 2,261.85
1.4 Type A Cleaning - 12" Sanitary Sewer	LF	6,047	\$0.90	\$ 5,442.30
1.5 Type A Cleaning - 15"/16" Sanitary Sewer	LF	8,028	\$0.95	\$ 7,626.60
1.6 Type A Cleaning - 18" Sanitary Sewer	LF	282	\$1.00	\$ 282.00
1.7 Type C Root Removal - 8" to 10" Sanitary Sewer	LF	2,000	\$1.50	\$ 3,000.00
1.8 Type C Root Removal - 12" to 16" Sanitary Sewer	LF	1,000	\$2.00	\$ 2,000.00
1.9 Type C Root Removal - 18" Sanitary Sewer	LF	500	\$2.50	\$ 1,250.00
1.10 Televising - 8" Sanitary Sewer	LF	34,328	\$0.80	\$ 27,462.40
1.11 Televising - 10" Sanitary Sewer	LF	2,661	\$0.85	\$ 2,261.85
1.12 Televising - 12" Sanitary Sewer	LF	6,047	\$0.90	\$ 5,442.30
1.13 Televising - 15"/16" Sanitary Sewer	LF	8,028	\$0.95	\$ 7,626.60
1.14 Televising - 18" Sanitary Sewer	LF	282	\$1.00	\$ 282.00
1.15 Cut Protruding Taps	EA	5	\$500.00	\$ 2,500.00

**Total Project Cost (Items 1.1 - 1.15)      \$ 99,900.30**

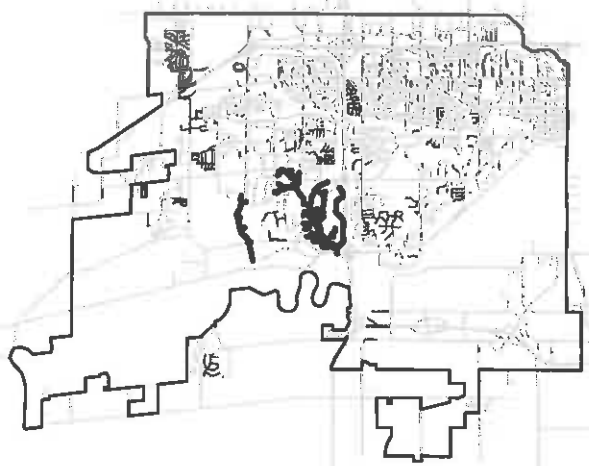


I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA.

  
 Jason M. Schlickbernd, P.E.      3/13/15  
 Date  
 My License Renewal Date is December 31, 2016



**VICINITY MAP**



**LEGEND**

**————** SEWERS TO BE  
CLEANED & TELEVISED



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

PROJECT: **2015 SEWER CLEANING & TELEVISIONING PROGRAM**

PROJECT NO. - **0510-012-2015**

LOCATION: **VARIOUS LOCATIONS**

DRAWN BY: JMS

DATE: 03/23/2015

SHT. 1 OF 1

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

**ITEM:**

**DATE: March 23, 2015**

Resolution - Ordering Construction  
Thornwood Sanitary Sewer Phase 3

**FINANCIAL IMPACT:**

The Engineering Estimate of Construction Cost for the Thornwood Sanitary Sewer Phase 3 project is \$146,331.00. Payments will be made from budgeted account no. 5011.80.820.6.7910 with the ultimate funding intended to come from the Sewer Fee account.

**BACKGROUND:**

A Bid Letting should be scheduled for 2:00 p.m. on Wednesday, April 1, 2015, and a Public Hearing on the project should be scheduled for 5:35 p.m. on Monday, April 6, 2015. The contract would be awarded on Monday, April 6, 2015, and work will begin shortly thereafter

The entire project is scheduled to be completed by July 1, 2015 in advance of the Grand Avenue Phase 5 widening project.

**OUTSTANDING ISSUES:**

None

**RECOMMENDATION:**

City Council Adopt:

- Resolution Ordering Construction of the Thornwood Sanitary Sewer Phase 3.
- Fixing 2:00 p.m. on Wednesday, April 1, 2015, as 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, City Engineer <i>DW</i>
Appropriations/Finance	Tim Stiles, Finance Director <i>TS</i>
Legal	Richard Scieszinski, City Attorney <i>RS</i>
Agenda Acceptance	<i>RTJ</i>

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

Published In	
Dates(s) Published	

**SUBCOMMITTEE REVIEW (if applicable)**

Committee	Public Works		
Date Reviewed	March 16, 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:

**Thornwood Sanitary Sewer Phase 3  
Project No. 0510-028-2012**

is hereby ordered constructed according to the Plans and Specifications prepared by the Engineering Division of the City of West Des Moines and now on file in the office of 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, April 6, 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, April 1, 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, April 1, 2015, and the results of said bids shall be considered at a meeting of this Council on Monday, April 6, 2015, at 5:35 p.m. and acted upon at said time, or such time as may then be fixed.

**PASSED AND APPROVED** this 23<sup>rd</sup> day of March, 2015.

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

ATTEST:

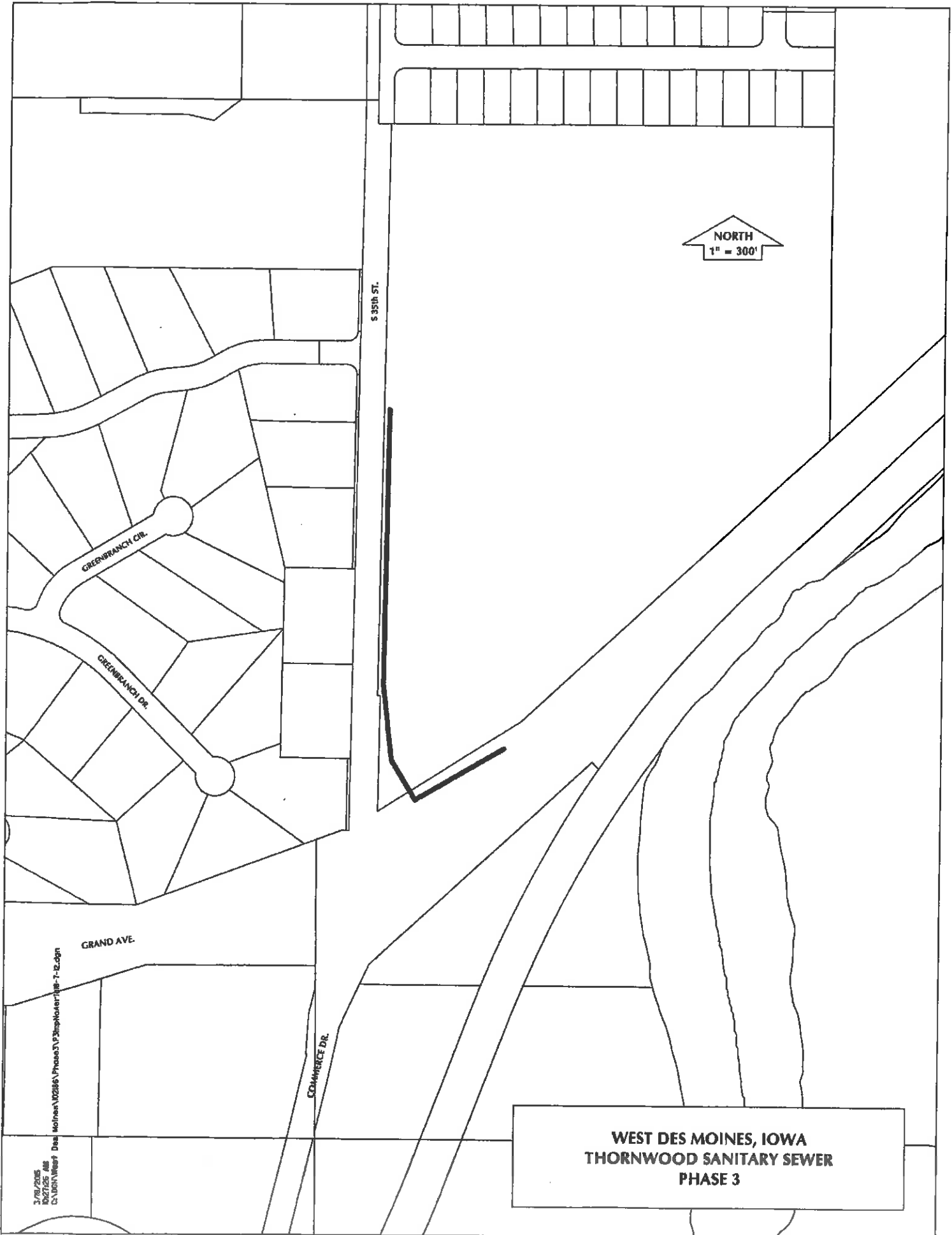
\_\_\_\_\_  
Ryan T. Jacobson, City Clerk

CITY OF WEST DES MOINES, IOWA  
 THORNWOOD AREA SANITARY SEWER PHASE 3 - GRAVITY  
 PRELIMINARY ESTIMATE OF COST

17-Mar-15

DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE
1 Sanitary Sewer in Place - 8"	LF	1437	\$60.00	\$86,220.00
9 Manholes - Type SW 301 - 48"	EA	7	\$4,500.00	\$31,500.00
11 Connect to Existing Manhole - Sta. 10+00	LS	1	\$3,000.00	\$3,000.00
15 Video Inspection of Sanitary Sewer	LF	1437	\$3.00	\$4,311.00
26 Stabilizing Material	TON	20	\$35.00	\$700.00
27 Erosion Control	LS	1	\$10,000.00	\$10,000.00
28 Seeding	ACRE	3	\$1,200.00	\$3,600.00
30 Construction Staking	LS	1	\$3,000.00	\$3,000.00
31 Traffic Control	LS	1	\$4,000.00	\$4,000.00
<b>Estimated Construction Cost</b>				<b>\$146,331.00</b>





GREENBRANCH CIR.

GREENBRANCH DR.

GRAND AVE.

COMMERCE DR.

S 35th ST.

**WEST DES MOINES, IOWA  
THORNWOOD SANITARY SEWER  
PHASE 3**

3/18/2005  
10:27:25 AM  
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**CITY OF WEST DES MOINES  
CITY COUNCIL MEETING COMMUNICATION**

**DATE: March 23, 2015**

**ITEM:**

Resolution - Accepting Work  
2013 Sidewalk Improvement Program - Phase 1  
The Concrete Contracting Company

**FINANCIAL IMPACT:**

The total construction cost for the 2013 Sidewalk Improvement Program - Phase 1 was \$118,477.76 which was paid from budgeted Account No. 4237.75.820.6.7910 with the ultimate funding coming from Road Use Tax Funds with reimbursement from special assessments receipts. The original cost of the project was \$132,710.41. There was one (1) Change Order on the project that adjusted final quantities for a deduct of (\$14,232.65). Retainage on the project will be paid no sooner than 30 days from acceptance.

**BACKGROUND:**

The Concrete Contracting Company was working under an agreement dated August 25, 2014, for construction services for the 2013 Sidewalk Improvement Program - Phase 1. Work on the project is complete.

The 2013 Sidewalk Improvement Program Phase 1 includes repairing sidewalks in the areas shown on the attachment.

**OUTSTANDING ISSUES:** None

**RECOMMENDATION:**

City Council Adopt:  
- Resolution Accepting Work

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

**STAFF REVIEWS**

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

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

Published In	
Dates(s) Published	

**SUBCOMMITTEE REVIEW (if applicable)**

Committee	Public Works		
Date Reviewed	March 16, 2015		
Recommendation	Yes	No	Split

**Resolution Accepting Work**

**WHEREAS**, on August 25, 2014, the City Council entered into a contract with The Concrete Contracting Company of Grimes, Iowa, for the following described public improvement:

**2013 Sidewalk Improvement Program - Phase 1  
0510-013-2013**

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 23, 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 \$118,477.76 as shown in said report.

**PASSED AND APPROVED** this 23rd day of March, 2015.

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

ATTEST:

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



PUBLIC WORKS  
500 S. 16th, PO Box 65320  
West Des Moines, IA 50265-0320  
(515) 222-3475 Fax (515) 222-3478

**PAY RETAINAGE**

City of  
West Des Moines

Contractor: **The Concrete Contracting Company**  
PO Box 556  
Grimes, IA 50111

Project Title	2013 Sidewalk Improvement Program - Phase 1	
WDM Project File Number	0510-013-2013	
Purchase Order Number	4237-01	
Orig. Contract Amount & Date	\$132,710.41	08/25/14
Estimated Completion Date	05/17/15	
Pay Period	11/3/14 to 11/17/14	
Pay Request Number	Retainage	
Date	05/04/15	

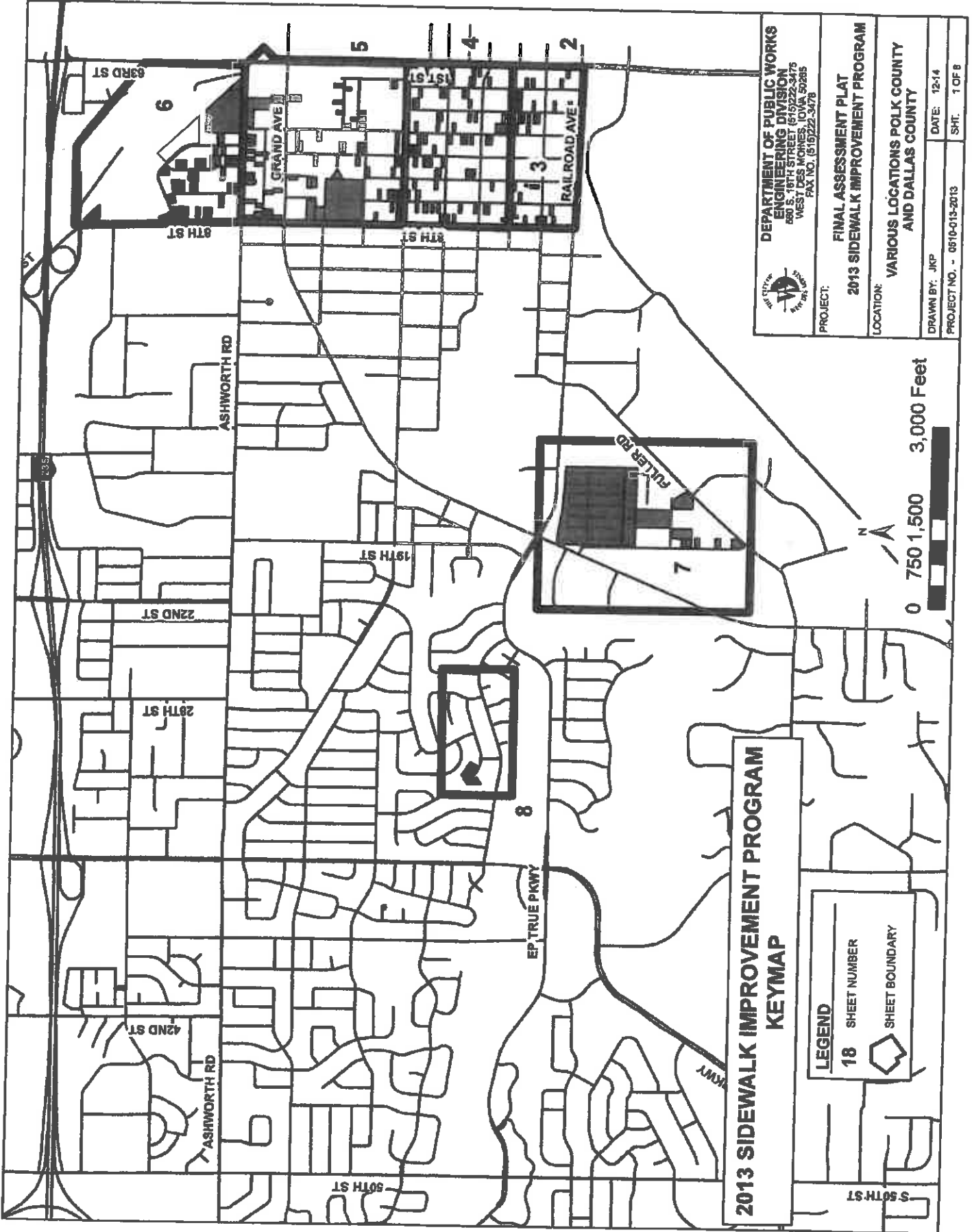
BID ITEMS							
Item No.	Description	Unit	Est. Qty	Unit Price	Extended Price	Quantity Completed	Value Completed
1.1	4" Sidewalk - Remove/Replace	SF	10,472.10	\$10.05	\$105,244.61	9,875.10	\$97,234.78
1.2	4" Sidewalk - Place	SF	0.00	\$0.00	\$0.00		\$0.00
1.3	6" Sidewalk - Remove/Replace	SF	2,532.00	\$10.65	\$26,985.80	1,947.70	\$20,743.01
1.4	6" Sidewalk - Place	SF	0.00	\$0.00	\$0.00		\$0.00
1.5	4' x 2' Truncated Dome	EA	1.00	\$500.00	\$500.00	1.00	\$500.00
<b>TOTAL</b>					<b>\$132,710.41</b>		<b>\$118,477.78</b>

MATERIALS STORED SUMMARY			
Description	# of Units	Unit Price	Extended Cost
None			\$0.00
			\$0.00
<b>TOTAL</b>			<b>\$0.00</b>

PAY REQUEST SUMMARY		
	Total Approved	Total Completed
Contract Price	\$132,710.41	\$118,477.78
Approved Change Order 1		
Approved Change Order 2		\$0.00
Revised Contract Price	\$132,710.41	\$118,477.78
Materials Stored		\$0.00
Retainage (5%)		\$0.00
Total Earned Less Retainage		\$118,477.78
Total Previously Approved (list each)	Pay Request 1	\$15,099.77
	Pay Request 2	\$53,467.06
	Pay Request 3	\$34,437.40
	Pay Request 4	\$9,549.64
	Pay Request 5	
	Pay Request 6	
Total Previously Approved		\$112,553.87
Amount Due This Request		<b>\$5,923.89</b>
Percent Complete		100%
Percent of Contract Period Utilized		100%

The amount **\$5,923.89** is recommended for approval for payment in accordance with the terms of the Contract

Contractor: <b>The Concrete Contracting Company</b>	Recommended By: City of West Des Moines	Checked By: <i>asc</i> City of West Des Moines
Signature:	Signature:	Signature:
Name:	Name: Benjamin J. McAllister, P.E.	Name: Duane Wittstock, P.E., L.S.
Title:	Title: Principal Engineer	Title: City Engineer
Date:	Date:	Date:





**DEPARTMENT OF PUBLIC WORKS**  
**ENGINEERING DIVISION**  
 860 S. 18TH STREET (615)222-3475  
 WEST DES MOINES, IOWA 50265  
 FAX NO. (615)222-3478

**PROJECT:**  
**FINAL ASSESSMENT PLAT**  
**2013 SIDEWALK IMPROVEMENT PROGRAM**

**LOCATION:**  
**VARIOUS LOCATIONS POLK COUNTY**  
**AND DALLAS COUNTY**

**DRAWN BY:** JKP  
**DATE:** 12-14  
**PROJECT NO. -** 6510-015-2013  
**SHT.** 1 OF 8

**2013 SIDEWALK IMPROVEMENT PROGRAM**  
**KEYMAP**

**LEGEND**  
 18 SHEET NUMBER  
 SHEET BOUNDARY

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

**4(k)2**

**DATE: March 23, 2015**

**ITEM:**

Resolution - Accepting Work  
2013 Valley Junction Business District Sidewalk Improvement Program  
The Concrete Contracting Company

**FINANCIAL IMPACT:**

The total construction cost for the 2013 Valley Junction Business District Sidewalk Improvement Program was \$19,620.62 which was paid from budgeted Account No. 4249.75.820.6.7910 with the ultimate funding coming from Road Use Tax Funds with reimbursement from special assessments receipts. The original cost of the project was \$28,289.95. There was (1) Change Order on the project that adjusted final quantities for a deduct of (\$8,669.33). Retainage on the project will be paid no sooner than 30 days from acceptance.

**BACKGROUND:**

The Concrete Contracting Company was working under an agreement dated May 5, 2014, for construction services for the 2013 Valley Junction Business District Sidewalk Improvement Program.

A total of 24 properties were identified with sidewalks needing to be constructed or repaired in this program. Property owners were notified that the City would hire one contractor to perform the repairs for consistency in the streetscape appearance, with actual costs assessed against the properties. Costs associated with removal and replacement of decorative brick pavers was paid for by the City.

The 2013 Valley Junction Business District Sidewalk Improvement Program includes repairing sidewalks in the areas shown on the attachments.

**RECOMMENDATION:**

City Council Adopt:  
- Resolution Accepting Work

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

**STAFF REVIEWS**

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

<b>PUBLICATION(S)</b> (if applicable)		<b>SUBCOMMITTEE REVIEW</b> (if applicable)		
Published In		Committee	Public Works	
Dates(s) Published		Date Reviewed	March 16, 2015	
		Recommendation	Yes	No
				Split

**Resolution Accepting Work**

**WHEREAS**, on May 5, 2013, the City Council entered into a contract with The Concrete Contracting Company of Grimes, Iowa, for the following described public improvement:

**2013 Valley Junction Business District Sidewalk Improvement Program  
0510-012-2013**

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 23, 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 \$19,620.62 as shown in said report.

**PASSED AND APPROVED** this 23rd day of March, 2015.

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

ATTEST:

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



PUBLIC WORKS  
560 S. 16th, PO Box 65320  
West Des Moines, IA 50265-0320  
(515) 222-3475 Fax (515) 222-3476

**PAY RETAINAGE**

Contractor:

**The Concrete Company**  
P.O. Box 556  
Grimes, IA 50111

Project Title	2013 Valley Junction Business District Sidewalk Improvement Program	
WDM Project File Number	0510-012-2013	
Purchase Order Number	4249 - 01	
Orig. Contract Amount & Date	\$28,289.95	05/05/14
Estimated Completion Date	08/27/14	
Pay Period		
Pay Request Number	Pay Retainage	
Date	05/04/15	

BID ITEMS							
Item No.	Description	Unit	Est. Qty	Unit Price	Extended Price	Quantity Completed	Value Completed
1.1	4" Sidewalk - Remove/Replace	SF	1,236	\$18.45	\$22,804.20	809.00	\$14,926.05
1.2	6" Sidewalk - Remove/Replace	SF	128	\$19.65	\$2,540.80	74.50	\$1,478.83
1.3	Remove / Relay Brick Pavers	LF	87	\$33.85	\$2,944.95	95.00	\$3,215.75
					\$0.00		\$0.00
<b>TOTAL</b>					<b>\$28,289.95</b>		<b>\$19,620.63</b>

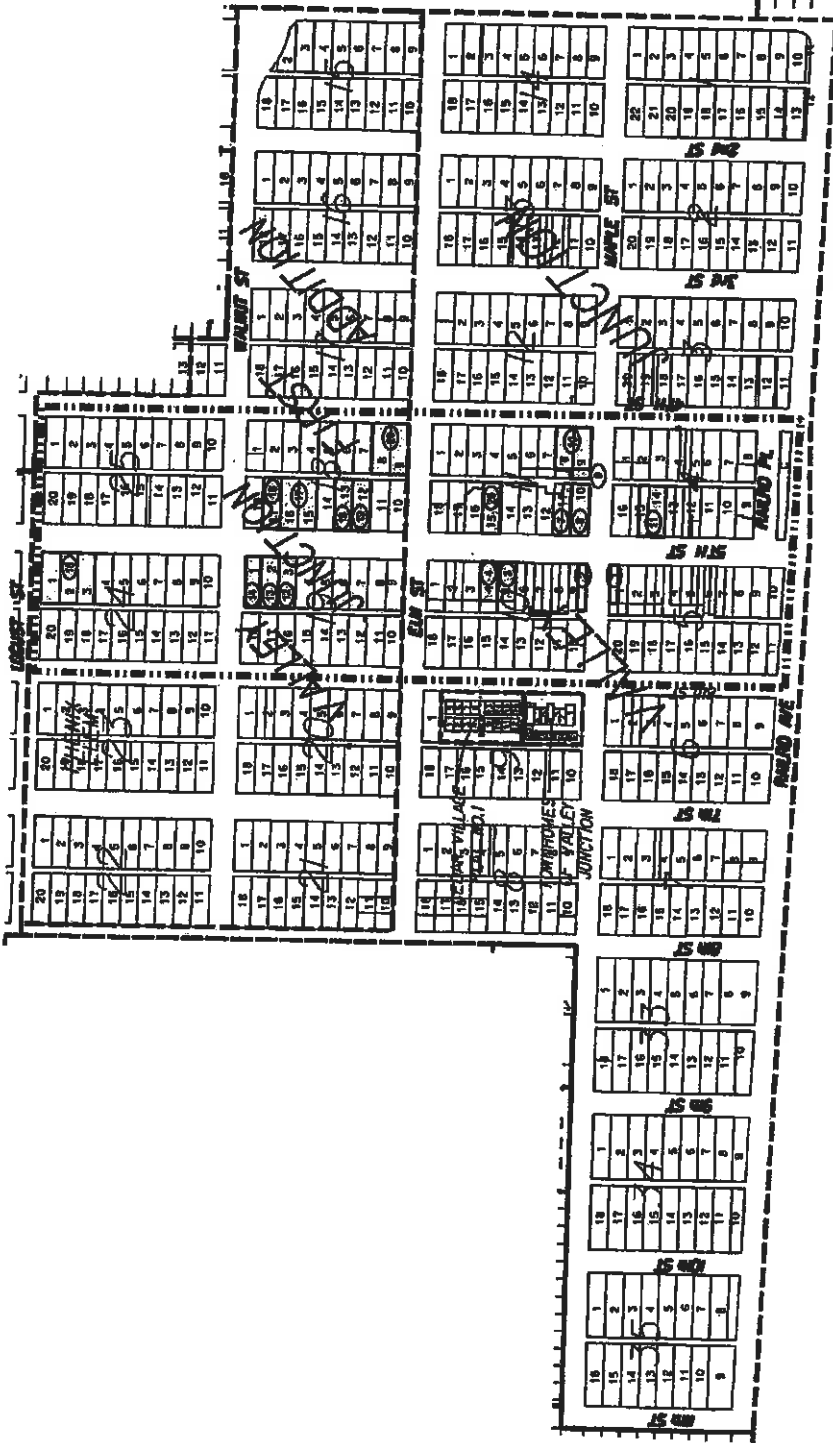
MATERIALS STORED SUMMARY			
Description	# of Units	Unit Price	Extended Cost
None			\$0.00
			\$0.00
<b>TOTAL</b>			<b>\$0.00</b>

PAY REQUEST SUMMARY			
	Total Approved	Total Completed	
Contract Price	\$28,289.95	\$19,620.63	
Approved Change Order 1	(8,669.33)		
Approved Change Order 2		\$0.00	
Revised Contract Price	\$19,620.62	\$19,620.63	
Materials Stored		\$0.00	
Retainage (5%)		\$0.00	
	Total Earned Less Retainage	\$19,620.63	
Total Previously Approved (list each)	Pay Request 1	\$18,639.59	
	Pay Request 2		
	Pay Request 3		
	Pay Request 4		
	Total Previously Approved	\$18,639.59	
	Amount Due This Request	\$981.03	
	Percent Complete	100%	
	Percent of Contract Period Utilized	100%	

The amount **\$981.03** is recommended for approval for payment in accordance with the terms of the Contract





Contractor: <b>The Concrete Company</b>	Recommended By: City of West Des Moines	Checked By: <i>[Signature]</i> City of West Des Moines
Signature:	Signature:	Signature:
Name:	Name: Duane C. Wittstock, P.E., L.S.	Name: Duane C. Wittstock, P.E., L.S.
Title:	Title: City Engineer	Title: City Engineer
Date:	Date:	Date:





KEY MAP

LEGEND


-  VALLEY JUNCTION BUSINESS DISTRICT BOUNDARY
-  SIDEWALK IMPROVEMENT PROGRAM BOUNDARY
-  PARCELS FOR SIDEWALK IMPROVEMENTS
-  SUBDIVISION BOUNDARY

PROPERTY NUMBER



SCALE IN FEET: 1" = 500'



		DATE: 12-13 BY: [Signature]
PROJECT: <b>FINAL ASSESSMENT          VALLEY JUNCTION BUSINESS DISTRICT          SIDEWALK IMPROVEMENT PROGRAM</b>	FORM NO.: C.J.C. <b>J.K.P.</b>	SCALE: 1" = 500' SHEET: 1 OF 3
LOCATION: <b>VARIOUS LOCATIONS POLK COUNTY</b>		
PROJECT NO.: 0510-012-2D13		

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

**DATE: March 23, 2015**

**ITEM:**

Resolution – Completion of Work  
22<sup>nd</sup> Street Traffic Adaptive Signal System

**FINANCIAL IMPACT:**

The City was awarded \$171,256.00 in Iowa Clean Air Attainment Program (ICAAP) funds to purchase traffic adaptive signal system equipment for five intersections on 22<sup>nd</sup> Street in West Moines. The units were purchased by the City and installation of the system was completed by City Traffic Signal Technicians. The City was required to pay for the project and reimbursed by the Iowa DOT. The total cost for the project was \$214,070.00 with City matching funds in the amount of \$42,814.00

**BACKGROUND:**

This project provided funding to purchase traffic adaptive signal system equipment for five intersections along 22<sup>nd</sup> Street from the South I-235 Ramp to University Avenue.




**RECOMMENDATION:**

City Council Adopt:

- Resolution of Completion of Work

**Lead Staff Member: Jim Dickinson, P.E.** 

**STAFF REVIEWS**

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

PUBLICATION(S) (if applicable)		SUBCOMMITTEE REVIEW (if applicable)			
Published In		Committee	Public Works		
Dates(s) Published		Date Reviewed	March 16, 2015		
		Recommendation	Yes	No	Split

**Resolution of Completion of Work**

**WHEREAS**, on September 16, 2013, the City Council accepted Iowa Clean Air Attainment Program funds from the Iowa Department of Transportation for the following described public improvement:

**2013 22<sup>nd</sup> Street Traffic Adaptive Signal System  
0510-061-2013**

And,

**WHEREAS**, said improvement has been purchased by the City and installed by City Traffic Signal Technicians.

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 completed in accordance with plans and specifications and the total final construction cost of said improvement is \$214,070.00 as shown in said report.

**PASSED AND APPROVED** this 23<sup>rd</sup> day of March, 2015.

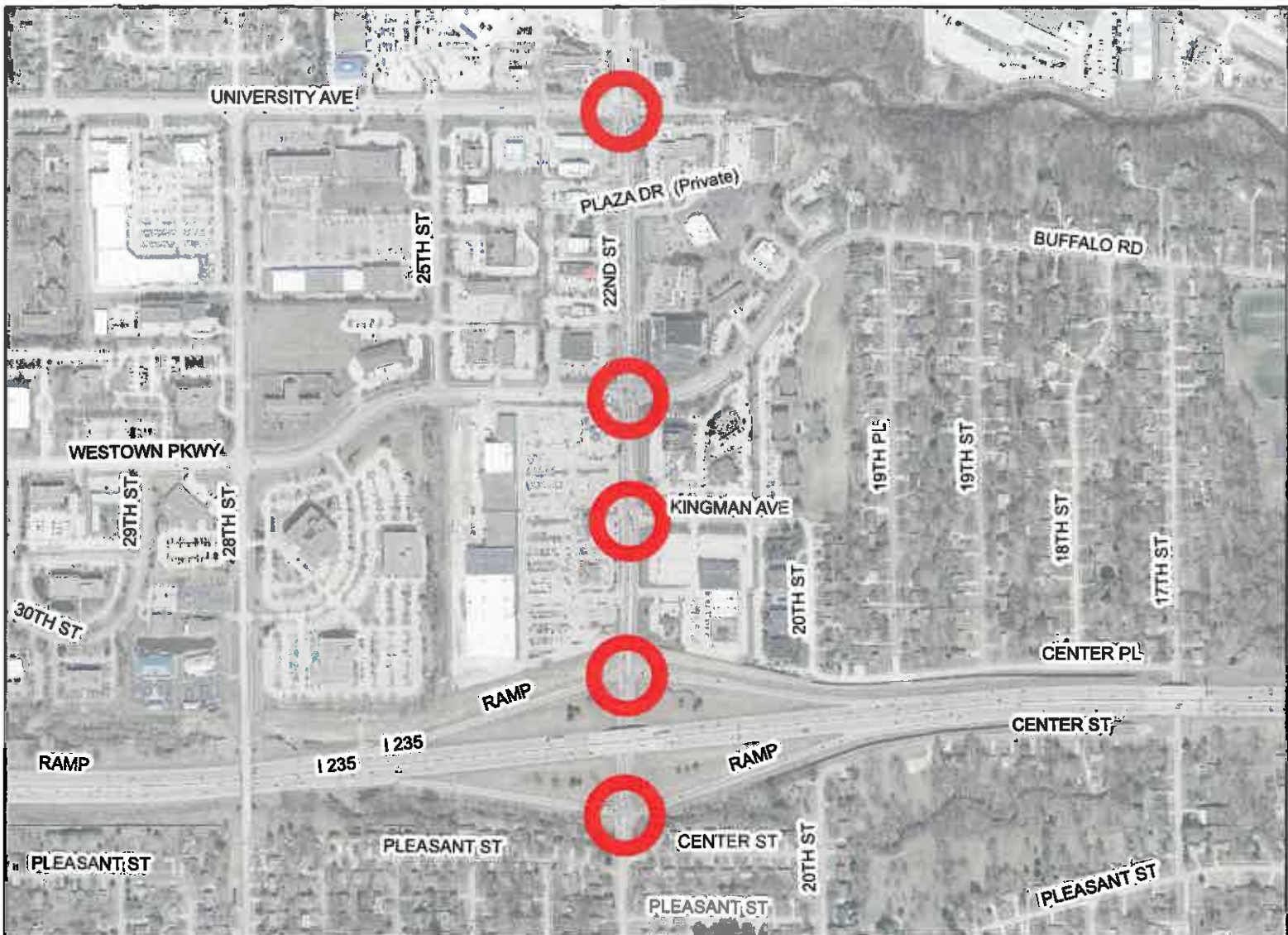
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Steven K. Gaer, Mayor

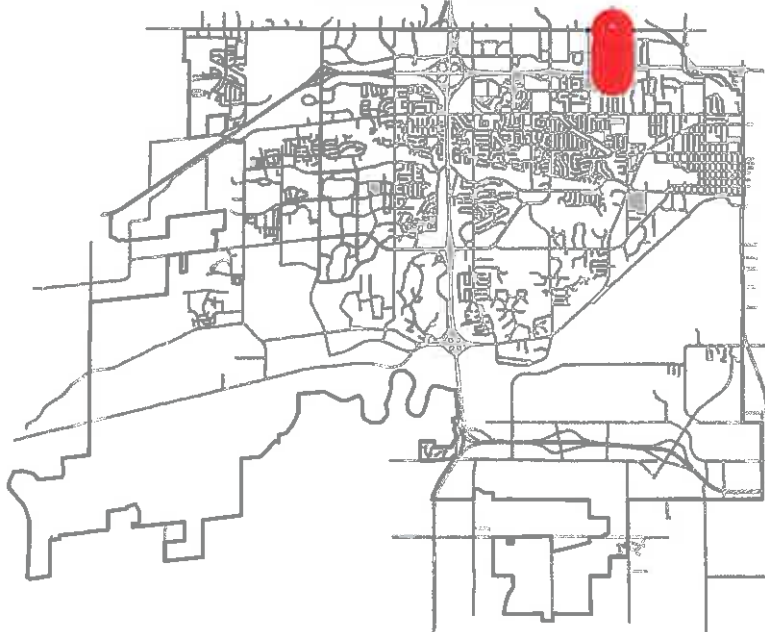
**ATTEST:**

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Ryan T. Jacobson  
City Clerk



**VICINITY MAP**



**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:

**ICAAP Funding**

LOCATION:

**Various Locations along 22nd Street**

DRAWN BY: MJA

DATE: 2/11/2013

SHT. 1 OF 1

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

**4(m)**

**ITEM:**

**DATE: March 23, 2015**

Resolution - Approving Professional Services Agreement  
Sugar Creek Trunk Sewer  
Commercial Appraisers of Iowa, Inc.

**FINANCIAL IMPACT:**

The cost of the Professional Services Agreement associated with the appraisal services of this project is not anticipated to exceed \$5,200.00. Should the cost for the professional services be projected to exceed the amounts set forth in the contract, staff would not authorize such expenditures without further approval by the City Council. All work will be billed using the established fee structure as set forth in the contract.

All costs for these services can be paid from budgeted account no. 5085.80.820.6.7930 with the ultimate funding intended to come from Sewer Fee Revenue.

**BACKGROUND:**

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

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

**OUTSTANDING ISSUES:** None

**RECOMMENDATION:**

City Council Adopt:

- Resolution Approving Professional Services Agreement.

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

**STAFF REVIEWS**

Department Director	Duane C. Wittstock, City Engineer
Appropriations/Finance	Tim Stiles, Finance Director
Legal	Richard Scieszinski, City Attorney
Agenda Acceptance	RTG

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

Published In	
Dates(s) Published	

**SUBCOMMITTEE REVIEW (if applicable)**

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

**Resolution Approving Professional Services Agreement**

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

**Sugar Creek Trunk Sewer  
Project No. 0510-020-2013**

and,

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

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

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

**Basic Services of the Consultant      \$5,200.00**

Therefore,

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

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

**PASSED AND APPROVED** this 23rd 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 26<sup>th</sup> day of FEBRUARY, 2015, by and between the CITY OF WEST DES MOINES, a municipal corporation, hereinafter referred to as "City", and COMMERCIAL APPRAISERS OF IOWA, INC., (Fed. I.D. #42-1516283), a professional corporation incorporated and licensed under the laws of the State of Iowa, party of the second part, hereinafter referred to as "Consultant" as follows:

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

### 1. SCOPE OF SERVICES

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

### 2. SCHEDULE

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

### 3. COMPENSATION

A. In consideration of the professional services provided herein, the City agrees to pay the Consultant the following sum NOT-TO-EXCEED, including any authorized reimbursable expenses, pursuant to the Schedule of Fees set forth in Attachment 3.

I. Basic Services of the Consultant	\$5,200.00
II. Extended Services of the Consultant	\$250.00/hour plus expenses

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

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

### 4. INSURANCE

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

insurance certificates with the City, and shall also provide evidence of the following additional coverage.

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

#### 5. NOTICE

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

#### FOR THE CITY:

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

#### FOR THE CONSULTANT:

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

#### 6. GENERAL COMPLIANCE

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

#### 7. STANDARD OF CARE

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

#### 8. INDEPENDENT CONTRACTOR

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



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

9. NON-DISCRIMINATION

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

10. HOLD HARMLESS

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

11. ASSIGNMENT

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

12. APPROPRIATION OF FUNDS

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

13. AUTHORIZED AMENDMENTS TO AGREEMENT

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

the additional compensable work to be performed and setting forth the amount of compensation to be paid, such amendment, order or directive to be signed by the authorized City representative. It is the Consultant's sole responsibility to know, determine, and ascertain the authority of the City representative signing any amendment, directive or order.

#### 14. OWNERSHIP OF CONSULTING DOCUMENTS

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

#### 15. INTERPRETATION

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

#### 16. COMPLIANCE WITH FEDERAL LAW

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

#### 17. SOLICITATION AND PERFORMANCE

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

#### 18. SUSPENSION AND TERMINATION OF AGREEMENT

- A. The right is reserved by the City to suspend this Agreement at any time. Such suspension may be effected by the City giving written notice to the Consultant, and shall be effective as of the date established in the suspension notice. Payment for Consultant's services shall be made by the City for services performed to the date established in the suspension notice. Should the City reinstate the work after notice of suspension, such reinstatement may be accomplished by thirty (30) days written notice within a period of six (6) months after such suspension, unless this period is extended by written consent of the Consultant.
- B. Upon ten (10) days written notice to the Consultant, the City may terminate the Agreement at any time if it is found that reasons beyond the control of either the City or Consultant make it impossible or against the City's interest to complete the Agreement. In such case, the Consultant shall have no claims against the City except for the value of the work performed up to the date the Agreement is terminated.

- C. The City may also terminate this Agreement at any time if it is found that the Consultant has violated any material term or condition of this Agreement or that Consultant has failed to maintain workers' compensation insurance or other insurance provided for in this Agreement. In the event of such default by the Consultant, the City may give ten (10) days written notice to the Consultant of the City's intent to terminate the Agreement. Consultant shall have ten (10) days from notification to remedy the conditions constituting the default.
- D. In the event that this Agreement is terminated in accordance with paragraph C of this section, the City may take possession of any work and may complete any work by whatever means the City may select. The cost of completing said work shall be deducted from the balance which would have been due to the Consultant had the Agreement not been terminated and work completed in accordance with contract documents.
- E. The Consultant may terminate this Agreement if it is found that the City has violated any material term or condition of this Agreement. In the event of such default by the City, the Consultant shall give ten (10) days written notice to the City of the Consultant's intent to terminate the Agreement. City shall have ten (10) days from notification to remedy the conditions constituting the default.

**19. TAXES**

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

**20. SEVERABILITY**

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

**21. MISCELLANEOUS HEADINGS**

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

**22. FURTHER ASSURANCES**

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

**23. COUNTERPARTS**

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

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

COMMERCIAL APPRAISERS OF IOWA, INC.

CITY OF WEST DES MOINES

BY: 

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

Russ G. Mantemach

Ryan T. Jacobson, City Clerk

# ATTACHMENT 1

## SCOPE OF SERVICES

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

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

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

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

The time of completion of the appraisal services under this Agreement shall be no later than three (3) weeks from Notice to Proceed. With anticipated Notice to Proceed to be given on March 10, 2015, all appraisal services shall be complete no later than March 31, 2015.

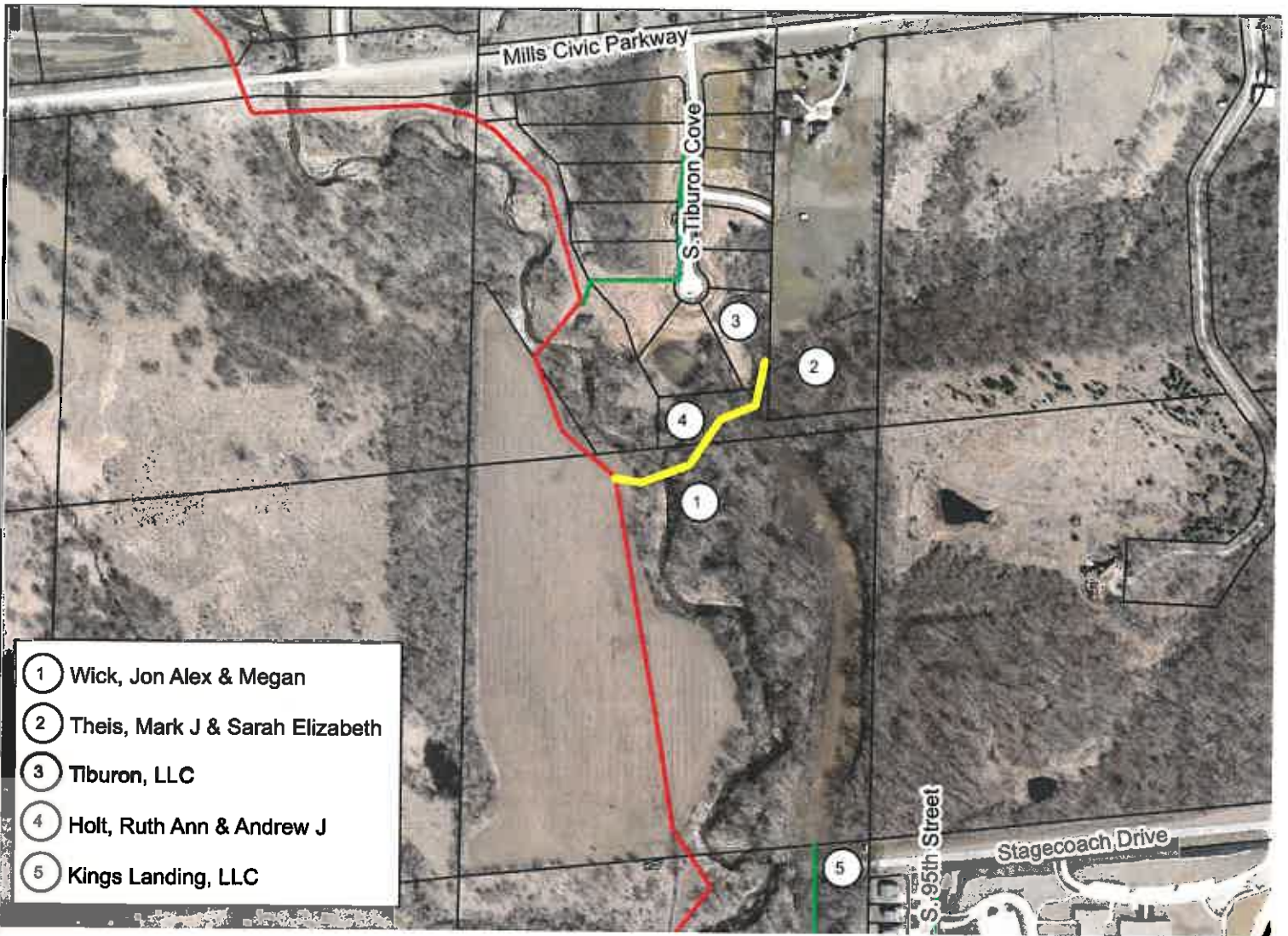
**ATTACHMENT 3**  
**SCHEDULE OF FEES**

The appraisal services pertinent to the following parcels shall be completed for \$2,600.00 each:

- Parcel 1 – Wick
- Parcel 4 – Holt

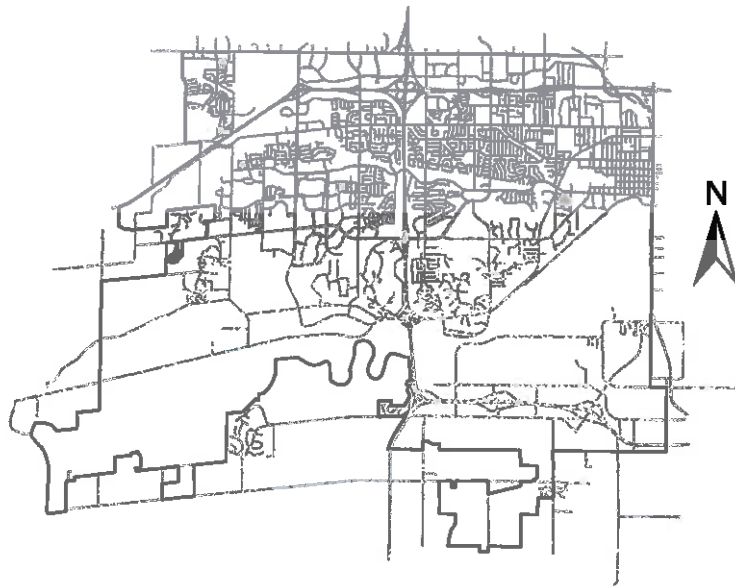
Total compensation for appraisal services shall not exceed \$5,200.00.

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



- 1 Wick, Jon Alex & Megan
- 2 Theis, Mark J & Sarah Elizabeth
- 3 Tiburon, LLC
- 4 Holt, Ruth Ann & Andrew J
- 5 Kings Landing, LLC

**VICINITY MAP**



**LEGEND**

- PROJECT LOCATION
- SUGAR CREEK TRUNK SEWER
- EXISTING WRA TRUNK SEWER
- EXISTING WDM SEWER



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

PROJECT:	<b>Sugar Creek Trunk Sewer Project No. 0510-020-2013</b>		
LOCATION:	<b>Sugar Creek - South of Mills Civic Parkway</b>		
DRAWN BY:	JMS	DATE:	02/25/15
			SHT. 1 OF 1



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

**DATE: March 23<sup>rd</sup>, 2015**

**ITEM:** Resolution - Approval and Acceptance of Purchase Agreement and Property for the Ashworth Low Pressure Sewer System Project, Project Number 0510-025-2014

**FINANCIAL IMPACT:** \$6,260.00 (previously budgeted)

**SYNOPSIS:** Property necessary for the Ashworth Low Pressure Sewer System Project has been acquired through a negotiated Purchase Agreement(s). The property has been acquired at the appraised fair market value from the owners shown on Exhibit "A". The attached resolution approves the Purchase Agreement(s) and, for policy and title purposes, formally accepts the property and authorizes the filing of all relevant documents. Costs associated with acquisition of the easements will be paid from Account No. 5091.80.820.6.7910.

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

**Lead Staff Member:** Greta Truman, Assistant City Attorney

**STAFF REVIEWS**

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

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

Published In	
Dates(s) Published	

**SUBCOMMITTEE REVIEW (if applicable)**

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

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

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

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

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

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

**WHEREAS**, the City of West Des Moines has negotiated purchase agreements for the acquisition of property necessary for the Project; and

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

**WHEREAS**, the names of the property owners and the fair market value of the property to be acquired is attached hereto as Exhibit "A" and made a part of this resolution; and

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

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

1. The documents described above conveying property to the City of West Des Moines, Iowa, are hereby approved and accepted.
2. The City Clerk is directed to certify the Council's approval and acceptance.
3. The Director of Finance is authorized to make payment to the property owners shown on the attached Exhibit "A" pursuant to the terms and conditions of the Purchase Agreement.
4. The documents shall be filed with the county recorder as appropriate.

**PASSED AND ADOPTED** this 23<sup>rd</sup> day of March, 2015.

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

ATTEST:

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

**Exhibit "A"**

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

<b><u>PARCEL #</u></b>	<b><u>PROPERTY OWNER</u></b>	<b><u>ACQUIRED PRICE-FMV</u></b>
1	Phillip and Rebecca Bryant 5435 Ashworth Road West Des Moines, Iowa	\$6,260.00
	<b>TOTAL</b>	<b>\$6,260.00</b>

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

**DATE: March 23, 2015**

**ITEM:** Resolution - Approval of Purchase Agreement and Easement for the Fox Creek Sanitary Sewer Project, Phase 1

**FINANCIAL IMPACT:** \$400.00 (previously budgeted)

**BACKGROUND:** An easement necessary for the Fox Creek Sanitary Sewer Project, Phase 1, has been acquired through a negotiated Purchase Agreement, at the appraised fair market value from the owner shown on Exhibit "A". The attached resolution approves the Purchase Agreement and, for policy and title purposes, formally accepts the easement and authorizes the filing of all relevant documents. Costs associated with acquisition of the easement will be paid from Account No. 5061.80.820.6.7930.




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

**RECOMMENDATION:**

Adopt Resolution approving and accepting the Purchase Agreement and Easement for the Fox Creek Sanitary Sewer Project, Phase 1.

**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 AGREEMENT  
AND EASEMENT FOR THE CONSTRUCTION OF THE  
FOX CREEK SANITARY SEWER, PHASE 1, 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, Phase 1, 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, Phase 1; and

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

**WHEREAS**, the City of West Des Moines has negotiated a purchase agreement for the acquisition of property interests necessary for the Project; and

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

**WHEREAS**, the name of the property owner and the fair market value of the property to be acquired through the purchase agreement 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 Agreement to acquire the property.
4. The documents shall be filed with the county recorder as appropriate.
5. The Director of Finance is authorized to make payment to the property owner shown on the attached Exhibit "A" pursuant to the terms and conditions of the Purchase Agreement.

**PASSED AND ADOPTED** this 23rd day of March, 2015.

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Steven K. Gaer, Mayor

ATTEST:

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Ryan T. Jacobson  
City Clerk

**Exhibit "A"**

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

<b><u>PARCEL #</u></b>	<b><u>PROPERTY OWNER</u></b>	<b><u>ACQUIRED PRICE-FMV</u></b>
31	Fox Creek Owners Association c/o Michael Holzworth, Attorney	\$400.00
	<b>TOTAL</b>	<b>\$400.00</b>

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

**DATE: March 23, 2015**

**ITEM:** Resolution - Approval of Purchase Agreement and Easement for the Fox Creek Sanitary Sewer Improvements – Phase 2

**FINANCIAL IMPACT:** \$180.00 (previously budgeted)

**BACKGROUND:** An easement necessary for the Fox Creek Sanitary Sewer Improvements – Phase 2 has been acquired through a negotiated Purchase Agreement, at the appraised fair market value from the owner shown on Exhibit “A”. The attached resolution approves the Purchase Agreement and, for policy and title purposes, formally accepts the easement and authorizes the filing of all relevant documents. Costs associated with acquisition of the easements will be paid from Account No. 5061.80.820.6.7930.

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

**RECOMMENDATION:**

Adopt Resolution approving and accepting the Purchase Agreement and Easement for the Fox Creek Sanitary Sewer Improvements – Phase 2.

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

**STAFF REVIEWS**

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

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

Published In	
Dates(s) Published	

**SUBCOMMITTEE REVIEW (if applicable)**

Committee	Public Works		
Date Reviewed			
Recommendation	Yes	No	Split



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

**AUTHORIZING APPROVAL AND ACCEPTANCE OF PURCHASE AGREEMENT  
AND EASEMENT FOR THE CONSTRUCTION OF THE  
FOX CREEK SEWER IMPROVEMENTS – PHASE 2, PROJECT NUMBER 0510-005-  
2015**

**WHEREAS**, on July 14, 2014, 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 – Phase 2, Project Number 0510-005-2015; and

**WHEREAS**, previously, on January 12, 2015, after public hearing, the City Council approved the acquisition of property, including agricultural property, for the Fox Creek Sanitary Sewer Project – Phase 2; and

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

**WHEREAS**, the City of West Des Moines has negotiated a purchase agreement for the acquisition of an easement necessary for the Project; and

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

**WHEREAS**, the name of the property owner and the fair market value of the property to be acquired are attached hereto as Exhibit "A" and made a part of this resolution; and

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

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

1. The documents described above conveying property interests to the City of West Des Moines, Iowa, are hereby approved and accepted.
2. The City Clerk is directed to certify the Council's approval and acceptance.
3. The City Attorney is authorized to take all steps necessary and consistent with the Purchase Agreement to acquire the property.
4. The documents shall be filed with the county recorder as appropriate.
5. The Director of Finance is authorized to make payment to the property owner shown on the attached Exhibit "A" pursuant to the terms and conditions of the Purchase Agreement as shown on the attached Exhibit "A".

**PASSED AND ADOPTED** this 23<sup>rd</sup> day of March, 2015.

---

Steven K. Gaer, Mayor

ATTEST:

---

Ryan T. Jacobson  
City Clerk

**Exhibit "A"**

**FOX CREEK SANITARY SEWER PROJECT – PHASE 2  
PROJECT NUMBER 0510-005-2015**

<b><u>PARCEL #</u></b>	<b><u>PROPERTY OWNER</u></b>	<b><u>ACQUIRED PRICE-FMV</u></b>
35	Don Roose, Jr. SE SW /EX W1AC & EX S460' W158' E699.1' & EX 1AC SE COR/	\$180.00
	<b>TOTAL</b>	<b>\$180.00</b>

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

**DATE: March 23, 2015**

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

**FINANCIAL IMPACT:** \$3,000.00(previously budgeted)

**SYNOPSIS:** For policy and title purposes, formal acceptance by the City of easements is required. Easements have been acquired from a property owner for construction of the Frink Creek Sanitary Sewer (Project Number 0510-030-2010) in order to comply with the Comprehensive Plan. The attached Resolution authorizes the acceptance of the Purchase Agreement and Easements, filing of all relevant documents and payment for the acquisition areas. Costs associated with the property acquisition will be paid from Account No. 5071.80.820.6.7930.

**RECOMMENDATION:**

Adopt Resolution approving and accepting the Purchase Agreement and Easements to the City of West Des Moines for the Frink Creek Sanitary Sewer Project.

**Lead Staff Member:** Greta Truman, Assistant City Attorney

**STAFF REVIEWS**

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

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

Published In	
Dates(s) Published	

**SUBCOMMITTEE REVIEW (if applicable)**

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

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

**AUTHORIZING APPROVAL AND ACCEPTANCE OF PURCHASE AGREEMENT AND PERMANENT AND TEMPORARY EASEMENTS FOR THE CONSTRUCTION OF THE FRINK CREEK SANITARY SEWER, PROJECT NUMBER #0510-030-2010**

**WHEREAS**, previously, on June 28, 2010, the City Council heretofore ordered preparation of plans, specifications, form of contract and estimate of cost for the public improvement project known the Frink Creek Sanitary Sewer Project, Project Number 0510-030-2010; and

**WHEREAS**, on July 23, 2012, the City Council established a public hearing date and authorized notice to property owners regarding acquisition of agricultural property for the Project; and

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

**WHEREAS**, the City of West Des Moines has negotiated a purchase agreement for the acquisition of easements necessary for the Project; and

**WHEREAS**, the names of the property owners and the just compensation is attached hereto as Exhibit "A" and made a part of this resolution; and

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

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

1. The documents described above conveying property interests to the City of West Des Moines, Iowa, are hereby approved and accepted.
2. The City Clerk is directed to certify the Council's approval and acceptance.
3. The documents shall be filed with the county recorder as appropriate.
4. The Director of Finance is authorized to make payment to the above-referenced property owners pursuant to the terms and conditions of the Easement Agreements.

**PASSED AND ADOPTED** this 23rd day of March, 2015.

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

ATTEST:

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

**Exhibit "A"**

**FRINK CREEK SANITARY SEWER PROJECT  
PROJECT NUMBER 0510-030-2010**

<u>PARCEL #</u>	<u>PROPERTY OWNER</u>	<u>ACQUIRED PRICE-FMV</u>
5	Francisco Fernandes, Jr. & Karri Renard-Fernandes	\$3,000.00 *includes \$788.00 for invisible fence and \$622.00 administrative settlement
	<b>TOTAL</b>	<b>\$3,000.00</b>

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

**DATE: March 23, 2015**

**ITEM:** Resolution - Approval of Purchase Agreement and Easement for the Grand Avenue Improvements Phase 5, Raccoon River Park Entrance to South 35<sup>th</sup> Street, Project Number 0510-019-2013

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

**BACKGROUND:** An easement necessary for the Grand Avenue Improvements Phase 5, Raccoon River Park Entrance to South 35<sup>th</sup> Street, Project, has been acquired through a negotiated Purchase Agreement, at the appraised fair market value from the owner shown on Exhibit "A", costs not included in compensation estimate in bold. The attached resolution approves the Purchase Agreement and, for policy and title purposes, formally accepts the easement and authorizes the filing of all relevant documents. Costs associated with acquisition of the easement will be paid from Account No. 4047.75.820.6.7930.

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

**RECOMMENDATION:**

Adopt Resolution approving and accepting Purchase Agreement and Easement for the Grand Avenue Improvements Phase 5, Raccoon River Park Entrance to South 35<sup>th</sup> Street, Project.

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

**STAFF REVIEWS**

Department Director	Richard J. Scieszinski, City Attorney
Appropriations/Finance	<i>[Signature]</i>
Legal	<i>[Signature]</i>
Agenda Acceptance	<i>RTJ</i>

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

Published In	
Dates(s) Published	

**SUBCOMMITTEE REVIEW** (if applicable)

Committee	Public Works		
Date Reviewed			
Recommendation	Yes	No	Split

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

**AUTHORIZING APPROVAL AND ACCEPTANCE OF PURCHASE AGREEMENT  
AND EASEMENT FOR THE CONSTRUCTION OF THE  
GRAND AVENUE IMPROVEMENTS PHASE 5, RACCOON RIVER PARK ENTRANCE  
TO SOUTH 35<sup>TH</sup> STREET, PROJECT NUMBER 0510-019-2013**

**WHEREAS**, on November 11, 2013, the City Council heretofore ordered preparation of plans, specifications, form of contract and estimate of cost for the public improvement project known the Grand Avenue Improvements Phase 5, Raccoon River Park Entrance to South 35<sup>th</sup> Street, Project Number 0510-019-2013; and

**WHEREAS**, previously, on January 12, 2015, after public hearing, the City Council approved the acquisition of property, including agricultural property, for the Grand Avenue Improvements Phase 5, Raccoon River Park Entrance to South 35<sup>th</sup> Street, Project; and

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

**WHEREAS**, the City of West Des Moines has negotiated a purchase agreement for the acquisition of an easement necessary for the Project; and

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

**WHEREAS**, the name of the property owner and the fair market value of the property interest to be acquired are attached hereto as Exhibit "A" and made a part of this resolution; and

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

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

1. The documents described above conveying property interests to the City of West Des Moines, Iowa, are hereby approved and accepted.
2. The City Clerk is directed to certify the Council's approval and acceptance.
3. The City Attorney is authorized to take all steps necessary and consistent with the Purchase Agreement to acquire the property.
4. The documents shall be filed with the county recorder as appropriate.
5. The Director of Finance is authorized to make payment to the property owner shown on the attached Exhibit "A" pursuant to the terms and conditions of the Purchase Agreement as shown on the attached Exhibit "A".



**PASSED AND ADOPTED** this 23<sup>rd</sup> day of March, 2015.

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Steven K. Gaer, Mayor

ATTEST:

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Ryan T. Jacobson  
City Clerk

**Exhibit "A"**

**GRAND AVENUE IMPROVEMENTS PHASE 5  
RACCOON RIVER PARK ENTRANCE TO SOUTH 35<sup>TH</sup> STREET  
WDM PROJECT NO. 0510-019-2013**

<b><u>PARCEL #</u></b>	<b><u>PROPERTY OWNER</u></b>	<b><u>ACQUIRED PRICE-FMV</u></b>
7	Adair Holdings, LLC c/o Scott Makinster, Member 1733 S 35 <sup>th</sup> Street	\$200.00
	<b>Total</b>	<b>\$200.00</b>

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

DATE: March 23, 2015

**ITEM:** Resolution - Approval of Purchase Agreement and Easements for the Grand Avenue Improvements Phase 6, South 35<sup>th</sup> Street to South 50<sup>th</sup> Street, Project Number 0510-018-2013

**FINANCIAL IMPACT:** \$1,405.00 (previously budgeted)

**BACKGROUND:** Easements necessary for the Grand Avenue Improvements Phase 6, South 35<sup>th</sup> Street to South 50<sup>th</sup> Street, Project, have been acquired through a negotiated Purchase Agreement, at the appraised fair market value from the owner shown on Exhibit "A", costs not included in compensation estimate in bold. The attached resolution approves the Purchase Agreement and, for policy and title purposes, formally accepts the easements and authorizes the filing of all relevant documents. Costs associated with acquisition of the easements will be paid from Account No. 4045.75.820.6.7930.

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

**RECOMMENDATION:**

Adopt Resolution approving and accepting Purchase Agreement and Easements for the Grand Avenue Improvements Phase 6, South 35<sup>th</sup> Street to South 50<sup>th</sup> Street, Project.

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

**STAFF REVIEWS**

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

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

Published In	
Dates(s) Published	

**SUBCOMMITTEE REVIEW** (if applicable)

Committee	Public Works		
Date Reviewed			
Recommendation	Yes	No	Split

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

**AUTHORIZING APPROVAL AND ACCEPTANCE OF PURCHASE AGREEMENT  
AND EASEMENTS FOR THE CONSTRUCTION OF THE  
GRAND AVENUE IMPROVEMENTS PHASE 6, SOUTH 35<sup>TH</sup> STREET TO SOUTH  
50<sup>TH</sup> STREET, PROJECT NUMBER 0510-018-2013**

**WHEREAS**, on November 11, 2013, the City Council heretofore ordered preparation of plans, specifications, form of contract and estimate of cost for the public improvement project known the Grand Avenue Improvements Phase 6, South 35<sup>th</sup> Street to South 50<sup>th</sup> Street, Project Number 0510-018-2013; and

**WHEREAS**, previously, on December 1, 2014, the City Council approved the acquisition of property, for the Grand Avenue Improvements Phase 6, South 35<sup>th</sup> Street to South 50<sup>th</sup> Street, Project; and

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

**WHEREAS**, the City of West Des Moines has negotiated a purchase agreement for the acquisition of property and easements necessary for the Project; and

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

**WHEREAS**, the name of the property owner and the fair market value of the property to be acquired are attached hereto as Exhibit "A" and made a part of this resolution; and

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

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

1. The documents described above conveying property interests to the City of West Des Moines, Iowa, are hereby approved and accepted.
2. The City Clerk is directed to certify the Council's approval and acceptance.
3. The City Attorney is authorized to take all steps necessary and consistent with the Purchase Agreement to acquire the property.
4. The documents shall be filed with the county recorder as appropriate.
5. The Director of Finance is authorized to make payment to the property owner shown on the attached Exhibit "A" pursuant to the terms and conditions of the Purchase Agreement as shown on the attached Exhibit "A".

**PASSED AND ADOPTED** this 23<sup>rd</sup> day of March, 2015.

---

Steven K. Gaer, Mayor

ATTEST:

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Ryan T. Jacobson  
City Clerk

**Exhibit "A"**

**GRAND AVENUE IMPROVEMENTS PHASE 6  
SOUTH 35<sup>TH</sup> STREET TO SOUTH 50<sup>TH</sup> STREET  
WDM PROJECT NO. 0510-018-2013**

<u>PARCEL #</u>	<u>PROPERTY OWNER</u>	<u>ACQUIRED PRICE-FMV</u>
2	Lori A P Long Revocable Trust 4176 Grand Ave	\$1,405.00 *includes \$200 for Trees
	<b>Total</b>	<b>\$1,405.00</b>

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

**ITEM:** Approval of Proclamation  
Colorectal Cancer Awareness Month

**DATE:** March 23, 2015

**FINANCIAL IMPACT:** None

**BACKGROUND:**

Colorectal cancer is the third most commonly diagnosed cancer and the second most common cause of cancer deaths for cancers that affect both men and women in the United States.

Observing Colorectal Cancer Awareness Month during the month of March would provide a special opportunity to offer education on the importance of early detection and screening.

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

**RECOMMENDATION:**

Approval of Proclamation declaring March 2015 as "Colorectal Cancer Awareness Month"

**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

# PROCLAMATION

## *80% by 2018 Campaign* *Reaching 80% Screened for Colorectal Cancer by 2018*

**MARCH 23, 2015**

**WHEREAS:** Colorectal cancer is the third most commonly diagnosed cancer and the second most common cause of cancer deaths for cancers that affect both men and women in the United States; and

**WHEREAS:** 1 in 20 Iowans will be diagnosed with colorectal cancer in their lifetime; and

**WHEREAS:** The vast majority of colon cancer deaths can be prevented through proper screening and early detection, and the five-year survival rate of individuals is 90 percent when cancer is detected at an early stage; and

**WHEREAS:** Only 40 percent of colorectal cancer patients have their cancers detected at an early stage; and

**WHEREAS:** If the majority of the people in the United States age 50 and older were screened regularly for colorectal cancer, the death rate from this disease could be dramatically reduced; and

**WHEREAS:** Colorectal cancer is preventable, treatable, and beatable in most cases; and

**WHEREAS:** Observing a Colorectal Cancer Awareness Month during the month of March would provide a special opportunity to offer education on the importance of early detection and screening.

**NOW, THEREFORE,** I, Steven K. Gaer, Mayor of the City of West Des Moines, do hereby proclaim the month of March 2015, as: **COLORECTAL CANCER AWARENESS MONTH** in the City of West Des Moines.

**IN WITNESS WHEREOF,** I have hereunto set my hand and caused the Great Seal of the City of West Des Moines to be affixed on this 23<sup>rd</sup> day of March, 2015.

\_\_\_\_\_  
Steven K. Gaer, Mayor  
City of West Des Moines

ATTEST:

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



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

**DATE:** March 23, 2015

**ITEM:** Proclamation – Kids to Parks Day – May 16, 2015

**FINANCIAL IMPACT:** None

**BACKGROUND:** The attached proclamation designates Saturday, May 16, 2015 as Kids to Parks Day. This day is to engage children and families with parks, nature, and healthy outdoor play.


**OUTSTANDING ISSUES:** None

**RECOMMENDATION:** That the Council approve the proclamation designating Saturday, May 16, 2015 as Kids to Parks Day in West Des Moines.

**Lead Staff Member:**

Sally Orgies 

**STAFF REVIEWS**

Department Director	
Appropriations/Finance	
Legal	
Agenda Acceptance	

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

Published In	N/A
Dates(s) Published	

**SUBCOMMITTEE REVIEW** (if applicable)

Committee	N/A		
Date Reviewed			
Recommendation	Yes	No	Split

## **PROCLAMATION**

**WHEREAS, May 16<sup>th</sup>, 2015 is the fifth Kids to Parks Day organized and launched by the National Park Trust; and**

**WHEREAS, Kids to Parks Day empowers kids and encourages families to get outdoors and visit America's parks; and**

**WHEREAS, it is important to introduce a new generation to our nation's parks; and**

**WHEREAS, we should encourage children to lead a more active lifestyle to combat the issues of childhood obesity, diabetes mellitus, hypertension and hypercholesterolemia; and**

**WHEREAS, Kids to Parks Day is open to all children and adults across the country to encourage a large and diverse group of participants; and**

**WHEREAS, Kids to Parks Day will broaden children's appreciation for nature and the outdoors; and**

**NOW THEREFORE, I, Mayor of the City of West Des Moines do hereby proclaim May 16<sup>th</sup>, 2015 as Kids to Parks Day. I urge residents of West Des Moines to make time May 16<sup>th</sup>, 2015 to take the children in their lives to a neighborhood, state or national park.**

**Dated this 23rd day of March, 2015.**

---

Steven K. Gaer, Mayor

**ATTEST:**

---

Ryan Jacobson, City Clerk

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

**ITEM:** Issuance of \$21,755,000 General Obligation Urban Renewal Bonds, Series 2015A – Final Action Items      **DATE:** March 23, 2015

**FINANCIAL IMPACT:** Final interest rate on the 2015A General Obligation Urban Renewal Bonds is 2.54%, based on bids received on March 9, 2015. Total net interest cost to be paid over the life of the bonds is \$5,681,416.88. Annual principal payments and are due each June 1, principal and interest is due each June 1 and December 1, and final payment is scheduled for June 1, 2029.

**BACKGROUND:** The two resolutions are final actions needed to complete the sale of the 2015A General Obligation Urban Renewal Bonds. The first resolution appoints Bankers Trust Company as Paying Agent/Registrar/Transfer Agent for these issues, a capacity in which they also serve for the City's other registered bond issuances. The next resolution formally commits the City Council (and future City Councils) to this particular bond sale arrangement and identifies the need to collect annual property taxes necessary for its payment. Also included with the second resolution is Council action to approve a Tax Exemption Certificate and Continuing Disclosure Certificate.

All of the associated documents have been prepared by Bond Counsel and, because they are lengthy documents which are nearly identical to those previously approved by Council with previous bond issuances, they were not attached with this item but are available in the City Clerk's office for viewing.

**RECOMMENDATION:** Resolution – Appointing Paying Agent, Registrar, and Transfer Agent  
Resolution – Authorizing the Issuance; Approval of the Tax Exemption Certificate and Continuing Disclosure Certificate

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

**STAFF REVIEWS**

Department Director	
Appropriations/Finance	
Legal	
Agenda Acceptance	RTJ

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

Published In	
Dates(s) Published	

**SUBCOMMITTEE REVIEW** (if applicable)

Committee			
Dates Reviewed			
Recommendation	Yes	No	Split

Council Member \_\_\_\_\_ introduced the following resolution entitled "RESOLUTION APPOINTING BANKERS TRUST COMPANY OF DES MOINES, IOWA, TO SERVE AS PAYING AGENT, BOND REGISTRAR, AND TRANSFER AGENT, APPROVING THE PAYING AGENT AND BOND REGISTRAR AND TRANSFER AGENT AGREEMENT AND AUTHORIZING THE EXECUTION OF THE AGREEMENT", and moved that the resolution be adopted. Council Member \_\_\_\_\_ seconded the motion to adopt. The roll was called and the vote was,

AYES: \_\_\_\_\_

\_\_\_\_\_

NAYS: \_\_\_\_\_

Whereupon, the Mayor declared the resolution duly adopted as follows:

**RESOLUTION APPOINTING BANKERS TRUST COMPANY OF DES MOINES, IOWA, TO SERVE AS PAYING AGENT, BOND REGISTRAR, AND TRANSFER AGENT, APPROVING THE PAYING AGENT AND BOND REGISTRAR AND TRANSFER AGENT AGREEMENT AND AUTHORIZING THE EXECUTION OF THE AGREEMENT**

WHEREAS, \$21,755,000 General Obligation Urban Renewal Bonds, Series 2015A, dated April 7, 2015, have been sold and action should now be taken to provide for the maintenance of records, registration of certificates and payment of principal and interest in connection with the issuance of the Bonds; and

WHEREAS, this Council has deemed that the services offered by Bankers Trust Company of Des Moines, Iowa, are necessary for compliance with rules, regulations, and requirements governing the registration, transfer and payment of registered bonds; and

WHEREAS, a Paying Agent, Bond Registrar and Transfer Agent Agreement (hereafter "Agreement") has been prepared to be entered into between the City and Bankers Trust Company.

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

Section 1. That Bankers Trust Company of Des Moines, Iowa, is hereby appointed to serve as Paying Agent, Bond Registrar and Transfer Agent in connection with the issuance of \$21,755,000 General Obligation Urban Renewal Bonds, Series 2015A, dated April 7, 2015.

Section 2. That the Agreement with Bankers Trust Company of Des Moines, Iowa, is hereby approved and that the Mayor and Clerk are authorized to sign the Agreement on behalf of the City.

PASSED AND APPROVED this 23<sup>rd</sup> day of March, 2015.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

Council Member \_\_\_\_\_ introduced the following Resolution entitled "RESOLUTION AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF \$21,755,000 GENERAL OBLIGATION URBAN RENEWAL BONDS, SERIES 2015A, AND LEVYING A TAX TO PAY SAID BONDS, APPROVAL OF THE TAX EXEMPTION CERTIFICATE, AND CONTINUING DISCLOSURE CERTIFICATE" and moved that it be adopted. Council Member \_\_\_\_\_ seconded the motion to adopt, and the roll being called thereon, the vote was as follows:

AYES: \_\_\_\_\_

\_\_\_\_\_

NAYS: \_\_\_\_\_

Whereupon, the Mayor declared said Resolution duly adopted as follows:

**RESOLUTION AUTHORIZING AND PROVIDING FOR THE  
ISSUANCE OF \$21,755,000 GENERAL OBLIGATION URBAN  
RENEWAL BONDS, SERIES 2015A, AND LEVYING A TAX  
TO PAY SAID BONDS; APPROVAL OF THE TAX  
EXEMPTION CERTIFICATE, AND CONTINUING  
DISCLOSURE CERTIFICATE**

WHEREAS, the Issuer is duly incorporated, organized and exists under and by virtue of the laws and Constitution of the State of Iowa; and

WHEREAS, the Issuer is in need of funds to pay costs of aiding in the planning, undertaking and carrying out of urban renewal projects under the authority of Iowa Code chapter 403 and the Urban Renewal Plan for the Alluvion Urban Renewal Area, including public street construction, reconstruction, and/or widening and related activities including right-of-way acquisition, related utilities and sewers, storm water conveyance structures, bridges, railroad crossings, bike/pedestrian trails and under crossings, traffic signals and signage, turn lanes, medians, landscaping, street lights and related improvements for portions of Connector Street, South 8th Street, Maffitt Lake Road, County Line Road, and Pine Avenue; water storage improvements including facility and wells, installation, signage, security fencing, and other related improvements, including land acquisition; water lines to connect supply distribution system; sanitary sewer improvements including extension and construction of new sewer lines; power line relocation, essential corporate urban renewal purpose project(s), and it is deemed necessary and advisable that the City issue General Obligation Urban Renewal Bonds, for such purpose(s) to the amount of not to exceed \$87,000,000 as authorized by Chapter 384 and 403 of the Code of Iowa; and

WHEREAS, pursuant to notice published as required by Sections 384.24 (3)(q), 384.25, and 403.12 this Council has held a public meeting and hearing upon the proposal to institute proceedings for the issuance of said Bonds, and all objections, if any, to such Council action made by any resident or property owner of the City were received and considered by the Council; and no petition having been filed, it is the decision of the Council that additional action be taken for the issuance of said Bonds for such purpose(s), and that such action is considered to be in the best interests of the City and the residents thereof; and

WHEREAS, pursuant to the provisions of Chapter 75 of the Code of Iowa, the above mentioned Bonds were heretofore sold at public sale and action should now be taken to issue said Bonds conforming to the terms and conditions of the best bid received at the advertised public sale.

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

Section 1. Definitions. The following terms shall have the following meanings in this Resolution unless the text expressly or by necessary implication requires otherwise:

- "Authorized Denominations" shall mean \$5,000 or any integral multiple thereof.
- "Beneficial Owner" shall mean, whenever used with respect to a Bond, the person in whose name such Bond is recorded as the beneficial owner of such Bond by a Participant on the records of such Participant or such person's subrogee.
- "Blanket Issuer Letter of Representations" shall mean the Representation Letter from the Issuer to DTC, with respect to the Bonds.
- "Bond Fund" shall mean the fund created in Section 3 of this Resolution.
- "Bonds" shall mean \$21,755,000 General Obligation Urban Renewal Bonds, Series 2015A, authorized to be issued by this Resolution.
- "Cede & Co." shall mean Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Bonds.
- "Continuing Disclosure Certificate" shall mean that certain Continuing Disclosure Certificate approved under the terms of this Resolution and to be executed by the Issuer and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.
- "Depository Bonds " shall mean the Bonds as issued in the form of one global certificate for each maturity, registered in the Registration Books maintained by the Registrar in the name of DTC or its nominee.

- "DTC" shall mean The Depository Trust Company, New York, New York, which will act as security depository for the Bond pursuant to the Representation Letter.
- "Issuer" and "City" shall mean the City of West Des Moines, State of Iowa.
- "Participants" shall mean those broker-dealers, banks and other financial institutions for which DTC holds Bonds as securities depository.
- "Paying Agent" shall mean Bankers Trust Company, or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein as Issuer's agent to provide for the payment of principal of and interest on the Bonds as the same shall become due.
- "Project" shall mean the costs of aiding in the planning, undertaking and carrying out of urban renewal projects under the authority of Iowa Code chapter 403 and the Urban Renewal Plan for the Alluvion Urban Renewal Area, including public street construction, reconstruction, and/or widening and related activities including right-of-way acquisition, related utilities and sewers, storm water conveyance structures, bridges, railroad crossings, bike/pedestrian trails and under crossings, traffic signals and signage, turn lanes, medians, landscaping, street lights and related improvements for portions of Connector Street, South 8th Street, Maffitt Lake Road, County Line Road, and Pine Avenue; water storage improvements including facility and wells, installation, signage, security fencing, and other related improvements, including land acquisition; water lines to connect supply distribution system; sanitary sewer improvements including extension and construction of new sewer lines; power line relocation; including capitalized interest and costs of issuance for bonds issued for these projects.
- "Project Fund" shall mean the fund required to be established by this Resolution for the deposit of the proceeds of the Bonds.
- "Rebate Fund" shall mean the fund so defined in and established pursuant to the Tax Exemption Certificate.
- "Registrar" shall mean Bankers Trust Company of Des Moines, Iowa, or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein with respect to maintaining a register of the owners of the Bonds. Unless otherwise specified, the Registrar shall also act as Transfer Agent for the Bonds.
- "Resolution" shall mean this resolution authorizing the Bonds.



- "Tax Exemption Certificate" shall mean the Tax Exemption Certificate approved under the terms of this Resolution and to be executed by the Treasurer and delivered at the time of issuance and delivery of the Bonds.

- "Treasurer" shall mean the Finance Director or such other officer as shall succeed to the same duties and responsibilities with respect to the recording and payment of the Bonds issued hereunder.

**Section 2. Levy and Certification of Annual Tax; Other Funds to be Used.**

a) Levy of Annual Tax. That for the purpose of providing funds to pay the principal and interest of the Bonds hereinafter authorized to be issued, there is hereby levied for each future year the following direct annual tax on all of the taxable property in West Des Moines, Iowa, to-wit:

AMOUNT	FISCAL YEAR (JULY 1 TO JUNE 30) YEAR OF COLLECTION
\$ 686,679.38*	2015/2016
\$ 837,112.50	2016/2017
\$1,027,312.50	2017/2018
\$2,263,612.50	2018/2019
\$2,261,612.50	2019/2020
\$2,263,612.50	2020/2021
\$2,264,487.50	2021/2022
\$2,264,237.50	2022/2023
\$2,262,500.00	2023/2024
\$2,260,650.00	2024/2025
\$2,262,150.00	2025/2026
\$2,261,850.00	2026/2027
\$2,259,750.00	2027/2028
\$2,260,850.00	2028/2029

\*Payable from the Capitalized Interest Fund, or available cash on hand.

(NOTE: For example the levy to be made and certified against the taxable valuations of January 1, 2015 will be collected during the fiscal year commencing July 1, 2016.)

b) Resolution to be Filed With County Auditor. A certified copy of this Resolution should be filed with the County Auditor of Polk County, State of Iowa, and said Auditor is hereby instructed in and for each of the years as provided, to levy and assess the tax hereby authorized in Section 2 of this Resolution, in like manner as other taxes are levied and assessed, and such taxes so levied in and for each of the years aforesaid be collected in like manner as other taxes of the City are collected, and when collected be used for the purpose of paying principal and interest on said Bonds issued in anticipation of said tax, and for no other purpose whatsoever.

c) Additional City Funds Available. Principal and interest coming due at any time when the proceeds of said tax on hand shall be insufficient to pay the same shall be promptly paid when due from current funds of the City available for that purpose and reimbursement shall be made from such special fund in the amounts thus advanced.

Section 3. Bond Fund. Said taxes shall be collected each year at the same time and in the same manner as, and in addition to, all other taxes in and for the City, and when collected they shall be converted into a special fund within the Debt Service Fund to be known as the "GENERAL OBLIGATION BOND FUND 2015 NO. 1" (the "Bond Fund"), which is hereby pledged for and shall be used only for the payment of the principal of and interest on the Bonds hereinafter authorized to be issued; and also there shall be apportioned to said fund its proportion of taxes received by the City from property that is centrally assessed by the State of Iowa.

Section 4. Application of Bond Proceeds. Proceeds of the Bonds, other than Capitalized Interest as may be provided below, shall be credited to the Project Fund and expended therefrom for the purposes of issuance. Any amounts on hand in the Project Fund shall be available for the payment of the principal of or interest on the Bonds at any time that other funds shall be insufficient to the purpose, in which event such funds shall be repaid to the Project Fund at the earliest opportunity. Any balance on hand in the Project Fund and not immediately required for its purposes may be invested not inconsistent with limitations provided by law or this Resolution.

Proceeds invested shall mature before the date on which the moneys are required for payment of principal and interest on the Refunded Bonds. Accrued interest, if any, shall be deposited in the Bond Fund.

Proceeds of \$686,679.38 shall be deposited into a 2015A Capitalized Interest Fund and used by the City for interest on the Bonds due and payable through June 1, 2016.

Section 5. Investment of Bond Fund Proceeds. All moneys held in the Bond Fund, provided for by Section 3 of this Resolution shall be invested in investments permitted by Chapter 12B, Code of Iowa, 2015, as amended, or deposited in financial institutions which are members of the Federal Deposit Insurance Corporation and the deposits in which are insured thereby and all such deposits exceeding the maximum amount insured from time to time by FDIC or its equivalent successor in any one financial institution shall be continuously secured in compliance with Chapter 12C of the Code of Iowa, 2015, as amended, or otherwise by a valid pledge of direct obligations of the United States Government having an equivalent market value. All such interim investments shall mature before the date on which the moneys are required for payment of principal of or interest on the Bonds as herein provided.

Section 6. Bond Details, Execution and Redemption.

a) Bond Details. General Obligation Urban Renewal Bonds of the City in the amount of \$21,755,000, shall be issued pursuant to the provisions of Sections 384.25 and 403.12 of the Code of Iowa for the aforesaid purposes. The Bonds shall be designated "GENERAL OBLIGATION URBAN RENEWAL BOND, SERIES 2015A", be dated

April 7, 2015, and bear interest from the date thereof, until payment thereof, at the office of the Paying Agent, said interest payable on December 1, 2015, and semiannually thereafter on the 1st day of June and December in each year until maturity at the rates hereinafter provided.

The Bonds shall be executed by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the Clerk, and impressed or printed with the seal of the City and shall be fully registered as to both principal and interest as provided in this Resolution; principal, interest and premium, if any, shall be payable at the office of the Paying Agent by mailing of a check to the registered owner of the Bond. The Bonds shall be in the denomination of \$5,000 or multiples thereof. The Bonds shall mature and bear interest as follows:

Principal Amount	Interest Rate	Maturity June 1st
\$ 240,000	2.00%	2017
\$ 435,000	2.00%	2018
\$1,680,000	2.50%	2019
\$1,720,000	2.50%	2020
\$1,765,000	2.50%	2021
\$1,810,000	2.50%	2022
\$1,855,000	2.25%	2023
\$1,895,000	3.00%	2024
\$1,950,000	3.00%	2025
\$2,010,000	3.00%	2026
\$2,070,000	3.00%	2027
\$2,130,000	3.00%	2028
\$2,195,000	3.00%	2029

b) Redemption.

i. Optional Redemption. Bonds maturing after June 1, 2023, may be called for optional redemption by the Issuer on that date or any date thereafter, from any funds regardless of source, in whole or from time to time in part, in any order of maturity and within an annual maturity by lot. The terms of redemption shall be par, plus accrued interest to date of call.

Thirty days' written notice of redemption shall be given to the registered owner of the Bond. Failure to give written notice to any registered owner of the Bonds or any defect therein shall not affect the validity of any proceedings for the redemption of the Bonds. All Bonds or portions thereof called for redemption will cease to bear interest after the specified redemption date, provided funds for their redemption are on deposit at the place of payment. Written notice will be deemed completed upon transmission to the owner of record.

If less than all of a maturity is called for redemption, the Issuer will notify DTC of the particular amount of such maturity to be redeemed prior to maturity. DTC will determine by lot the amount of each Participant's interest in such maturity to be redeemed and each Participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. All prepayments shall be at a price of par plus accrued interest.

**Section 7. Issuance of Bonds in Book-Entry Form; Replacement Bonds.**

a) Notwithstanding the other provisions of this Resolution regarding registration, ownership, transfer, payment and exchange of the Bonds, unless the Issuer determines to permit the exchange of Depository Bonds for Bonds in Authorized Denominations, the Bonds shall be issued as Depository Bonds in denominations of the entire principal amount of each maturity of Bonds (or, if a portion of said principal amount is prepaid, said principal amount less the prepaid amount). The Bonds must be registered in the name of Cede & Co., as nominee for DTC. Payment of semiannual interest for any Bonds registered in the name of Cede & Co. will be made by wire transfer or New York Clearing House or equivalent next day funds to the account of Cede & Co. on the interest payment date for the Bonds at the address indicated or in the Representation Letter.

b) The Bonds will be initially issued in the form of separate single authenticated fully registered bonds in the amount of each stated maturity of the Bonds. Upon initial issuance, the ownership of the Bonds will be registered in the registry books of the Bankers Trust Company kept by the Paying Agent and Registrar in the name of Cede & Co., as nominee of DTC. The Paying Agent and Registrar and the Issuer may treat DTC (or its nominee) as the sole and exclusive owner of the Bonds registered in its name for the purposes of payment of the principal or redemption price of or interest on the Bonds, selecting the Bonds or portions to be redeemed, giving any notice permitted or required to be given to registered owners of Bonds under the Resolution of the Issuer, registering the transfer of Bonds, obtaining any consent or other action to be taken by registered owners of the Bonds and for other purposes. The Paying Agent, Registrar and the Issuer have no responsibility or obligation to any Participant or Beneficial Owner of the Bonds under or through DTC with respect to the accuracy of records maintained by DTC or any Participant; with respect to the payment by DTC or Participant of an amount of principal or redemption price of or interest on the Bonds; with respect to any notice given to owners of Bonds under the Resolution; with respect to the Participant(s) selected to receive payment in the event of a partial redemption of the Bonds, or a consent given or other action taken by DTC as registered owner of the Bonds. The Paying Agent and Registrar shall pay all principal of and premium, if any, and interest on the Bonds only to Cede & Co. in accordance with the Representation Letter, and all payments are valid and effective to fully satisfy and discharge the Issuer's obligations with respect to the principal of and premium, if any, and interest on the Bonds to the extent of the sum paid. DTC must receive an authenticated Bond for each separate stated maturity evidencing the obligation of the Issuer to make payments of principal of and premium, if any, and interest. Upon delivery by DTC to the Paying Agent and Registrar of written notice that

DTC has determined to substitute a new nominee in place of Cede & Co., the Bonds will be transferable to the new nominee in accordance with this Section.

c) In the event the Issuer determines that it is in the best interest of the Beneficial Owners that they be able to obtain Bonds certificates, the Issuer may notify DTC and the Paying Agent and Registrar, whereupon DTC will notify the Participants, of the availability through DTC of Bonds certificates. The Bonds will be transferable in accordance with this Section. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the Issuer and the Paying Agent and Registrar and discharging its responsibilities under applicable law. In this event, the Bonds will be transferable in accordance with this Section.

d) Notwithstanding any other provision of the Resolution to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal of and premium, if any, and interest on the Bond and all notices must be made and given, respectively to DTC as provided in the Representation letter.

e) In connection with any notice or other communication to be provided to Bondholders by the Issuer or the Paying Agent and Registrar with respect to a consent or other action to be taken by Bondholders, the Issuer or the Paying Agent and Registrar, as the case may be, shall establish a record date for the consent or other action and give DTC notice of the record date not less than 15 calendar days in advance of the record date to the extent possible. Notice to DTC must be given only when DTC is the sole Bondholder.

f) The Representation Letter is on file with DTC and sets forth certain matters with respect to, among other things, notices, consents and approvals by Bondholders and payments on the Bonds. The execution and delivery of the Representation Letter to DTC by the Issuer is ratified and confirmed.

g) In the event that a transfer or exchange of the Bonds is permitted under this Section, the transfer or exchange may be accomplished upon receipt by the Registrar from the registered owners of the Bonds to be transferred or exchanged and appropriate instruments of transfer. In the event Bond certificates are issued to holders other than Cede & Co., its successor as nominee for DTC as holder of all the Bonds, or other securities depository as holder of all the Bonds, the provisions of the Resolution apply to, among other things, the printing of certificates and the method of payment of principal of and interest on the certificates. Any substitute depository shall be designated in writing by the Issuer to the Paying Agent. Any such substitute depository shall be a qualified and registered "clearing agency" as provided in Section 17A of the Securities Exchange Act of 1934, as amended. The substitute depository shall provide for (i) immobilization of the Depository Bonds, (ii) registration and transfer of interests in Depository Bonds by book entries made on records of the depository or its nominee and (iii) payment of principal of, premium, if any, and interest on the Bonds in accordance with and as such interests may appear with respect to such book entries.

h) The officers of the Issuer are authorized and directed to prepare and furnish to the purchaser, and to the attorneys approving the legality of Bonds, certified copies of proceedings, ordinances, resolutions and records and all certificates and affidavits and other instruments as may be required to evidence the legality and marketability of the Bonds, and all certified copies, certificates, affidavits and other instruments constitute representations of the Issuer as to the correctness of all stated or recited facts.

**Section 8. Registration of Bonds; Appointment of Registrar; Transfer; Ownership; Delivery; and Cancellation.**

a) **Registration.** The ownership of Bonds may be transferred only by the making of an entry upon the books kept for the registration and transfer of ownership of the Bonds, and in no other way. Bankers Trust Company is hereby appointed as Bond Registrar under the terms of this Resolution and under the provisions of a separate agreement with the Issuer filed herewith which is made a part hereof by this reference. Registrar shall maintain the books of the Issuer for the registration of ownership of the Bonds for the payment of principal of and interest on the Bonds as provided in this Resolution. All Bonds shall be negotiable as provided in Article 8 of the Uniform Commercial Code and Section 384.31 of the Code of Iowa, subject to the provisions for registration and transfer contained in the Bonds and in this Resolution.

b) **Transfer.** The ownership of any Bond may be transferred only upon the Registration Books kept for the registration and transfer of Bonds and only upon surrender thereof at the office of the Registrar together with an assignment duly executed by the holder or his duly authorized attorney in fact in such form as shall be satisfactory to the Registrar, along with the address and social security number or federal employer identification number of such transferee (or, if registration is to be made in the name of multiple individuals, of all such transferees). In the event that the address of the registered owner of a Bond (other than a registered owner which is the nominee of the broker or dealer in question) is that of a broker or dealer, there must be disclosed on the Registration Books the information pertaining to the registered owner required above. Upon the transfer of any such Bond, a new fully registered Bond, of any denomination or denominations permitted by this Resolution in aggregate principal amount equal to the unmatured and unredeemed principal amount of such transferred fully registered Bond, and bearing interest at the same rate and maturing on the same date or dates shall be delivered by the Registrar.

c) **Registration of Transferred Bonds.** In all cases of the transfer of the Bonds, the Registrar shall register, at the earliest practicable time, on the Registration Books, the Bonds, in accordance with the provisions of this Resolution.

d) **Ownership.** As to any Bond, the person in whose name the ownership of the same shall be registered on the Registration Books of the Registrar shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal of any such Bonds and the premium, if any, and interest thereon shall be made only to or upon the order of the registered owner thereof or his legal representative.

All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond, including the interest thereon, to the extent of the sum or sums so paid.

e) Cancellation. All Bonds which have been redeemed shall not be reissued but shall be cancelled by the Registrar. All Bonds which are cancelled by the Registrar shall be destroyed and a certificate of the destruction thereof shall be furnished promptly to the Issuer; provided that if the Issuer shall so direct, the Registrar shall forward the cancelled Bonds to the Issuer.

f) Non-Presentation of Bonds. In the event any payment check representing payment of principal of or interest on the Bonds is returned to the Paying Agent or if any bond is not presented for payment of principal at the maturity or redemption date, if funds sufficient to pay such principal of or interest on Bonds shall have been made available to the Paying Agent for the benefit of the owner thereof, all liability of the Issuer to the owner thereof for such interest or payment of such Bonds shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the owner of such Bonds who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Resolution or on, or with respect to, such interest or Bonds. The Paying Agent's obligation to hold such funds shall continue for a period equal to two years and six months following the date on which such interest or principal became due, whether at maturity, or at the date fixed for redemption thereof, or otherwise, at which time the Paying Agent, shall surrender any remaining funds so held to the Issuer, whereupon any claim under this Resolution by the Owners of such interest or Bonds of whatever nature shall be made upon the Issuer.

g) Registration and Transfer Fees. The Registrar may furnish to each owner, at the Issuer's expense, one bond for each annual maturity. The Registrar shall furnish additional Bonds in lesser denominations (but not less than the minimum denomination) to an owner who so requests.

Section 9. Reissuance of Mutilated, Destroyed, Stolen or Lost Bonds. In case any outstanding Bond shall become mutilated or be destroyed, stolen or lost, the Issuer shall at the request of Registrar authenticate and deliver a new Bond of like tenor and amount as the Bond so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Bond to Registrar, upon surrender of such mutilated Bond, or in lieu of and substitution for the Bond destroyed, stolen or lost, upon filing with the Registrar evidence satisfactory to the Registrar and Issuer that such Bond has been destroyed, stolen or lost and proof of ownership thereof, and upon furnishing the Registrar and Issuer with satisfactory indemnity and complying with such other reasonable regulations as the Issuer or its agent may prescribe and paying such expenses as the Issuer may incur in connection therewith.

Section 10. Record Date. Payments of principal and interest, otherwise than upon full redemption, made in respect of any Bond, shall be made to the registered holder thereof or to their designated agent as the same appear on the books of the Registrar on the 15th day of the month preceding the payment date. All such payments shall fully discharge the obligations of

the Issuer in respect of such Bonds to the extent of the payments so made. Payment of principal shall only be made upon surrender of the Bond to the Paying Agent.

Section 11. Execution, Authentication and Delivery of the Bonds. Upon the adoption of this Resolution, the Mayor and Clerk shall execute and deliver the Bonds to the Registrar, who shall authenticate the Bonds and deliver the same to or upon order of the Purchaser. No Bond shall be valid or obligatory for any purpose or shall be entitled to any right or benefit hereunder unless the Registrar shall duly endorse and execute on such Bond a Certificate of Authentication substantially in the form of the Certificate herein set forth. Such Certificate upon any Bond executed on behalf of the Issuer shall be conclusive evidence that the Bond so authenticated has been duly issued under this Resolution and that the holder thereof is entitled to the benefits of this Resolution.

No Bonds shall be authenticated and delivered by the Registrar unless and until there shall have been provided the following:

1. A certified copy of the Resolution of Issuer authorizing the issuance of the Bonds;
2. A written order of Issuer signed by the Treasurer of the Issuer directing the authentication and delivery of the Bonds to or upon the order of the Purchaser upon payment of the purchase price as set forth therein;
3. The approving opinion of Ahlers & Cooney, P.C., Bond Counsel, concerning the validity and legality of all the Bonds proposed to be issued.

Section 12. Right to Name Substitute Paying Agent or Registrar. Issuer reserves the right to name a substitute, successor Registrar or Paying Agent upon giving prompt written notice to each registered bondholder.

Section 13. Form of Bond. Bonds shall be printed substantially in the form as follows:



Item 1, figure 1= "STATE OF IOWA"  
"COUNTY OF POLK"  
"CITY OF WEST DES MOINES"  
"GENERAL OBLIGATION URBAN RENEWAL BOND"  
"SERIES 2015A"  
"ESSENTIAL CORPORATE URBAN RENEWAL PURPOSE"

Item 2, figure 1= Rate: \_\_\_\_\_  
Item 3, figure 1= Maturity: \_\_\_\_\_  
Item 4, figure 1= Bond Date: April 7, 2015  
Item 5, figure 1= CUSIP No.: \_\_\_\_\_  
Item 6, figure 1= "Registered"  
Item 7, figure 1= Certificate No. \_\_\_\_\_  
Item 8, figure 1= Principal Amount: \$ \_\_\_\_\_

Item 9, figure 1= The City of West Des Moines, State of Iowa, a municipal corporation organized and existing under and by virtue of the Constitution and laws of the State of Iowa (the "Issuer"), for value received, promises to pay from the source and as hereinafter provided, on the maturity date indicated above, to

Item 9A, figure 1 = (Registration panel to be completed by Registrar or Printer with name of Registered Owner).

Item 10, figure 1 = or registered assigns, the principal sum of (enter principal amount in long form) THOUSAND DOLLARS in lawful money of the United States of America, on the maturity date shown above, only upon presentation and surrender hereof at the office of Bankers Trust Company, Paying Agent of this issue, or its successor, with interest on the sum from the date hereof until paid at the rate per annum specified above, payable on December 1, 2015, and semiannually thereafter on the 1st day of June and December in each year.

Interest and principal shall be paid to the registered holder of the Bond as shown on the records of ownership maintained by the Registrar as of the 15th day of the month preceding such interest payment date. Interest shall be computed on the basis of a 360-day year of twelve 30-day months.

This Bond is issued pursuant to the provisions of Sections 384.25 and 403.12 of the Code of Iowa, for the purpose of paying costs of aiding in the planning, undertaking and carrying out of urban renewal projects under the authority of Iowa Code chapter 403 and the Urban Renewal Plan for the Alluvion Urban Renewal Area, including public street construction, reconstruction, and/or widening and related activities including right-of-way acquisition, related utilities and sewers, storm water conveyance structures, bridges, railroad crossings, bike/pedestrian trails and under crossings, traffic signals and signage, turn lanes, medians, landscaping, street lights and related improvements for portions of Connector Street, South 8th Street, Maffitt Lake Road, County Line Road, and Pine Avenue; water storage improvements including facility and wells, installation, signage, security fencing, and other related improvements, including land

acquisition; water lines to connect supply distribution system; sanitary sewer improvements including extension and construction of new sewer lines; power line relocation; including capitalized interest and costs of issuance for bonds issued for these projects, in conformity to a Resolution of the Council of said City duly passed and approved.

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a limited purpose trust company ("DTC"), to the Issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other Issuer as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

Bonds maturing after June 1, 2023, may be called for optional redemption by the Issuer and paid before maturity on said date or any date thereafter, from any funds regardless of source, in whole or from time to time in part, in any order of maturity and within an annual maturity by lot. The terms of redemption shall be par, plus accrued interest to date of call.

Thirty days' written notice of redemption shall be given to the registered owner of the Bond. Failure to give written notice to any registered owner of the Bonds or any defect therein shall not affect the validity of any proceedings for the redemption of the Bonds. All bonds or portions thereof called for redemption will cease to bear interest after the specified redemption date, provided funds for their redemption are on deposit at the place of payment. Written notice will be deemed completed upon transmission to the owner of record.

If less than all of a maturity is called for redemption, the Issuer will notify DTC of the particular amount of such maturity to be redeemed prior to maturity. DTC will determine by lot the amount of each Participant's interest in such maturity to be redeemed and each Participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. All prepayments shall be at a price of par plus accrued interest.

Ownership of this Bond may be transferred only by transfer upon the books kept for such purpose by Bankers Trust Company, the Registrar. Such transfer on the books shall occur only upon presentation and surrender of this Bond at the office of the Registrar as designated below, together with an assignment duly executed by the owner hereof or his duly authorized attorney in the form as shall be satisfactory to the Registrar. Issuer reserves the right to substitute the Registrar and Paying Agent but shall, however, promptly give notice to registered bondholders of such change. All bonds shall be negotiable as provided in Article 8 of the Uniform Commercial Code and Section 384.31 of the Code of Iowa, subject to the provisions for registration and transfer contained in the Bond Resolution.

And it is hereby represented and certified that all acts, conditions and things requisite, according to the laws and Constitution of the State of Iowa, to exist, to be had, to be done, or to be performed precedent to the lawful issue of this Bond, have been existent, had, done and performed as required by law; that provision has been made for the levy of a sufficient

continuing annual tax on all the taxable property within the territory of the Issuer for the payment of the principal and interest of this Bond as the same will respectively become due; that the faith, credit, revenues and resources and all the real and personal property of the Issuer are irrevocably pledged for the prompt payment hereof, both principal and interest; and the total indebtedness of the Issuer including this Bond, does not exceed the constitutional or statutory limitations.

IN TESTIMONY WHEREOF, the Issuer by its Council, has caused this Bond to be signed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk, with the seal of the City printed or impressed hereon, and to be authenticated by the manual signature of an authorized representative of the Registrar, Bankers Trust Company, Des Moines, Iowa.

- Item 11, figure 1 = Date of authentication:
- Item 12, figure 1 = This is one of the Bonds described in the within mentioned Resolution, as registered by Bankers Trust Company.

BANKERS TRUST COMPANY, Registrar

By: \_\_\_\_\_  
Authorized Signature

- Item 13, figure 1 = Registrar and Transfer Agent: Bankers Trust Company
- Paying Agent: Bankers Trust Company

SEE REVERSE FOR CERTAIN DEFINITIONS

- Item 14, figure 1 = (Seal)
- Item 15, figure 1 = (Signature Block)

CITY OF WEST DES MOINES, STATE OF IOWA

By: \_\_\_\_\_ (manual or facsimile signature)  
Mayor

ATTEST:

By: \_\_\_\_\_ (manual or facsimile signature)  
City Clerk

- Item 16, figure 1 = (Assignment Block)  
(Information Required for Registration)

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_ (Social Security or Tax Identification No. \_\_\_\_\_) the within Bond and does hereby irrevocably constitute and appoint \_\_\_\_\_ attorney in fact to transfer the said Bond on the books kept for registration of the within Bond, with full power of substitution in the premises.

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Person(s) executing this Assignment sign(s) here)

SIGNATURE )  
GUARANTEED) \_\_\_\_\_

IMPORTANT - READ CAREFULLY

The signature(s) to this Power must correspond with the name(s) as written upon the face of the certificate(s) or bond(s) in every particular without alteration or enlargement or any change whatever. Signature guarantee must be provided in accordance with the prevailing standards and procedures of the Registrar and Transfer Agent. Such standards and procedures may require signature to be guaranteed by certain eligible guarantor institutions that participate in a recognized signature guarantee program.

INFORMATION REQUIRED FOR REGISTRATION OF TRANSFER

Name of Transferee(s) \_\_\_\_\_

Address of Transferee(s) \_\_\_\_\_

Social Security or Tax Identification \_\_\_\_\_

Number of Transferee(s) \_\_\_\_\_

Transferee is a(n):

Individual\* \_\_\_\_\_

Corporation \_\_\_\_\_

Partnership \_\_\_\_\_

Trust \_\_\_\_\_

\*If the Bond is to be registered in the names of multiple individual owners, the names of all such owners and one address and social security number must be provided.

The following abbreviations, when used in the inscription on the face of this Bond, shall be construed as though written out in full according to applicable laws or regulations:

TEN COM - as tenants in common

TEN ENT - as tenants by the entireties

JT TEN - as joint tenants with rights of survivorship and not as tenants in common

IA UNIF TRANS MIN ACT - ..... Custodian .....  
(Cust) (Minor)  
Under Iowa Uniform Transfers to Minors Act.....  
(State)

ADDITIONAL ABBREVIATIONS MAY  
ALSO BE USED THOUGH NOT IN THE ABOVE LIST

Section 14. Closing Documents. The Mayor and City Clerk are authorized and directed to execute, attest, seal and deliver for and on behalf of the City any other additional certificates, documents, or other papers and perform all other acts, including without limitation the execution of all closing documents, as they may deem necessary or appropriate in order to implement and carry out the intent and purposes of this Resolution.

Section 15. Contract Between Issuer and Purchaser. This Resolution constitutes a contract between said City and the purchaser of the Bonds.

Section 16. Non-Arbitrage Covenants. The Issuer reasonably expects and covenants that no use will be made of the proceeds from the issuance and sale of the Bonds issued hereunder which will cause any of the Bonds to be classified as arbitrage bonds within the meaning of Sections 148(a) and (b) of the Internal Revenue Code of the United States, as amended, and that throughout the term of the Bonds it will comply with the requirements of statutes and regulations issued thereunder.

To the best knowledge and belief of the Issuer, there are no facts or circumstances that would materially change the foregoing statements or the conclusion that it is not expected that the proceeds of the Bonds will be used in a manner that would cause the Bonds to be arbitrage bonds.

Section 17. Approval of Tax Exemption Certificate. Attached hereto is a form of Tax Exemption Certificate stating the Issuer's reasonable expectations as to the use of the proceeds of the Bonds. The form of Tax Exemption Certificate is approved. The Issuer hereby agrees to comply with the provisions of the Tax Exemption Certificate and the provisions of the Tax Exemption Certificate are hereby incorporated by reference as part of this Resolution. The Finance Director is hereby directed to make and insert all calculations and determinations necessary to complete the Tax Exemption Certificate at issuance of the Bonds to certify as to the reasonable expectations and covenants of the Issuer at that date.

Section 18. Continuing Disclosure. The Issuer hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate, and the provisions of the Continuing Disclosure Certificate are hereby incorporated by reference as part of this Resolution and made a part hereof. Notwithstanding any other provision of this Resolution, failure of the Issuer to comply with the Continuing Disclosure Certificate shall not be considered an event of default under this Resolution; however, any holder of the Bonds or

Beneficial Owner may take such actions as may be necessary and appropriate, including seeking specific performance by court order, to cause the Issuer to comply with its obligations under the Continuing Disclosure Certificate. For purposes of this section, "Beneficial Owner" means any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bond (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

Section 19. Additional Covenants, Representations and Warranties of the Issuer. The Issuer certifies and covenants with the purchasers and holders of the Bonds from time to time outstanding that the Issuer through its officers, (a) will make such further specific covenants, representations and assurances as may be necessary or advisable; (b) comply with all representations, covenants and assurances contained in the Tax Exemption Certificate, which Tax Exemption Certificate shall constitute a part of the contract between the Issuer and the owners of the Bonds;(c) consult with Bond Counsel (as defined in the Tax Exemption Certificate); (d) pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Bonds;(e) file such forms, statements and supporting documents as may be required and in a timely manner; and (f) if deemed necessary or advisable by its officers, to employ and pay fiscal agents, financial advisors, attorneys and other persons to assist the Issuer in such compliance.

Section 20. Amendment of Resolution to Maintain Tax Exemption. This Resolution may be amended without the consent of any owner of the Bonds if, in the opinion of Bond Counsel, such amendment is necessary to maintain tax exemption with respect to the Bonds under applicable Federal law or regulations.

Section 21. Repeal of Conflicting Resolutions or Ordinances. All ordinances and resolutions and parts of ordinances and resolutions in conflict herewith are hereby repealed.

Section 22. Severability Clause. If any section, paragraph, clause or provision of this Resolution be held invalid, such invalidity shall not affect any of the remaining provisions hereof, and this Resolution shall become effective immediately upon its passage and approval.

PASSED AND APPROVED this 23<sup>rd</sup> day of March, 2015.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

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

**ITEM:** Issuance of \$12,715,000 Taxable General Obligation Urban Renewal Bonds, Series 2015B -- Final Action Items

**DATE:** March 23, 2015

**FINANCIAL IMPACT:** Final interest rate on the 2015B Taxable General Obligation Urban Renewal Bonds is 2.48%, based on bids received on March 9, 2015. Total net interest cost to be paid over the life of the bonds is \$2,034,527.13. Annual principal payments and are due each June 1, principal and interest is due each June 1 and December 1, and final payment is scheduled for June 1, 2025.

**BACKGROUND:** The two resolutions are final actions needed to complete the sale of the 2015B Taxable General Obligation Urban Renewal Bonds. The first resolution appoints Bankers Trust Company as Paying Agent/Registrar/Transfer Agent for these issues, a capacity in which they also serve for the City's other registered bond issuances. The next resolution formally commits the City Council (and future City Councils) to this particular bond sale arrangement and identifies the need to collect annual property taxes necessary for its payment. Also included with the second resolution is Council action to approve a Continuing Disclosure Certificate.

All of the associated documents have been prepared by Bond Counsel and, because they are lengthy documents which are nearly identical to those previously approved by Council with previous bond issuances, they were not attached with this item but are available in the City Clerk's office for viewing.

**RECOMMENDATION:** Resolution – Appointing Paying Agent, Registrar, and Transfer Agent  
Resolution – Authorizing the Issuance; Approval of the Continuing Disclosure Certificate

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

**STAFF REVIEWS**

Department Director	
Appropriations/Finance	
Legal	
Agenda Acceptance	<i>R.T.J.</i>

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

Published In	
Dates(s) Published	

**SUBCOMMITTEE REVIEW** (if applicable)

Committee			
Dates Reviewed			
Recommendation	Yes	No	Split



Council Member \_\_\_\_\_ introduced the following resolution entitled "RESOLUTION APPOINTING BANKERS TRUST COMPANY OF DES MOINES, IOWA, TO SERVE AS PAYING AGENT, BOND REGISTRAR, AND TRANSFER AGENT, APPROVING THE PAYING AGENT AND BOND REGISTRAR AND TRANSFER AGENT AGREEMENT AND AUTHORIZING THE EXECUTION OF THE AGREEMENT", and moved that the resolution be adopted. Council Member \_\_\_\_\_ seconded the motion to adopt. The roll was called and the vote was,

AYES: \_\_\_\_\_

\_\_\_\_\_

NAYS: \_\_\_\_\_

Whereupon, the Mayor declared the resolution duly adopted as follows:

RESOLUTION APPOINTING BANKERS TRUST COMPANY OF DES MOINES, IOWA, TO SERVE AS PAYING AGENT, BOND REGISTRAR, AND TRANSFER AGENT, APPROVING THE PAYING AGENT AND BOND REGISTRAR AND TRANSFER AGENT AGREEMENT AND AUTHORIZING THE EXECUTION OF THE AGREEMENT

WHEREAS, \$12,715,000 Taxable General Obligation Urban Renewal Bonds, Series 2015B, dated April 7, 2015, have been sold and action should now be taken to provide for the maintenance of records, registration of certificates and payment of principal and interest in connection with the issuance of the Bonds; and

WHEREAS, this Council has deemed that the services offered by Bankers Trust Company of Des Moines, Iowa, are necessary for compliance with rules, regulations, and requirements governing the registration, transfer and payment of registered bonds; and

WHEREAS, a Paying Agent, Bond Registrar and Transfer Agent Agreement (hereafter "Agreement") has been prepared to be entered into between the City and Bankers Trust Company.

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

Section 1. That Bankers Trust Company of Des Moines, Iowa, is hereby appointed to serve as Paying Agent, Bond Registrar and Transfer Agent in connection with the issuance of

\$12,715,000 Taxable General Obligation Urban Renewal Bonds, Series 2015B, dated April 7, 2015.

Section 2. That the Agreement with Bankers Trust Company of Des Moines, Iowa, is hereby approved and that the Mayor and Clerk are authorized to sign the Agreement on behalf of the City.

PASSED AND APPROVED this 23<sup>rd</sup> day of March, 2015.

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Mayor

ATTEST:

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City Clerk

Council Member \_\_\_\_\_ introduced the following Resolution entitled "RESOLUTION AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF \$12,715,000 TAXABLE GENERAL OBLIGATION URBAN RENEWAL BONDS, SERIES 2015B, AND LEVYING A TAX TO PAY SAID BONDS, AND APPROVAL OF THE CONTINUING DISCLOSURE CERTIFICATE." and moved that it be adopted. Council Member \_\_\_\_\_ seconded the motion to adopt, and the roll being called thereon, the vote was as follows:

AYES: \_\_\_\_\_

\_\_\_\_\_

NAYS: \_\_\_\_\_

Whereupon, the Mayor declared said Resolution duly adopted as follows:

RESOLUTION AUTHORIZING AND PROVIDING FOR THE  
ISSUANCE OF \$12,715,000 TAXABLE GENERAL  
OBLIGATION URBAN RENEWAL BONDS, SERIES 2015B,  
AND LEVYING A TAX TO PAY SAID BONDS; AND  
APPROVAL OF THE CONTINUING DISCLOSURE  
CERTIFICATE.

WHEREAS, the Issuer is duly incorporated, organized and exists under and by virtue of the laws and Constitution of the State of Iowa; and

WHEREAS, the Issuer is in need of funds to pay costs of aiding in the planning, undertaking and carrying out of urban renewal projects under the authority of Iowa Code chapter 403 and the Urban Renewal Plan for the Alluvion Urban Renewal Area, including power line relocation; funding incentives pursuant to a development agreement with Microsoft, essential corporate urban renewal purpose project(s), and it is deemed necessary and advisable that the City issue Taxable General Obligation Urban Renewal Bonds, for such purpose(s) to the amount of not to exceed \$87,000,000 as authorized by Sections 384.25 and 403.12 of the Code of Iowa; and

WHEREAS, pursuant to notice published as required by Sections 384.24 (3)(q), 384.25, and 403.12 this Council has held a public meeting and hearing upon the proposal to institute proceedings for the issuance of said Bonds, and all objections, if any, to such Council action made by any resident or property owner of the City were received and considered by the Council; and no petition having been filed, it is the decision of the Council that additional action

be taken for the issuance of said Bonds for such purpose(s), and that such action is considered to be in the best interests of the City and the residents thereof; and

WHEREAS, pursuant to the provisions of Chapter 75 of the Code of Iowa, the above mentioned Bonds were heretofore sold at public sale and action should now be taken to issue said Bonds conforming to the terms and conditions of the best bid received at the advertised public sale.

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

Section 1. Definitions. The following terms shall have the following meanings in this Resolution unless the text expressly or by necessary implication requires otherwise:

- "Authorized Denominations" shall mean \$5,000 or any integral multiple thereof.
- "Beneficial Owner" shall mean, whenever used with respect to a Bond, the person in whose name such Bond is recorded as the beneficial owner of such Bond by a Participant on the records of such Participant or such person's subrogee.
- "Blanket Issuer Letter of Representations" shall mean the Representation Letter from the Issuer to DTC, with respect to the Bonds.
- "Bond Fund" shall mean the fund created in Section 3 of this Resolution.
- "Bonds" shall mean \$12,715,000 Taxable General Obligation Urban Renewal Bonds, Series 2015B, authorized to be issued by this Resolution.
- "Cede & Co." shall mean Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Bonds.
- "Continuing Disclosure Certificate" shall mean that certain Continuing Disclosure Certificate approved under the terms of this Resolution and to be executed by the Issuer and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.
- "Depository Bonds " shall mean the Bonds as issued in the form of one global certificate for each maturity, registered in the Registration Books maintained by the Registrar in the name of DTC or its nominee.
- "DTC" shall mean The Depository Trust Company, New York, New York, which will act as security depository for the Bond pursuant to the Representation Letter.

- "Issuer" and "City" shall mean the City of West Des Moines, State of Iowa.
- "Participants" shall mean those broker-dealers, banks and other financial institutions for which DTC holds Bonds as securities depository.
- "Paying Agent" shall mean Bankers Trust Company, or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein as Issuer's agent to provide for the payment of principal of and interest on the Bonds as the same shall become due.
- "Project" shall mean the costs of urban renewal projects under the authority of Iowa Code chapter 403 and the Urban Renewal Plan for the Alluvion Urban Renewal Area, including power line relocation; funding incentives pursuant to a development agreement with Microsoft; including capitalized interest and costs of issuance for bonds issued for these projects.
- "Project Fund" shall mean the fund required to be established by this Resolution for the deposit of the proceeds of the Bonds.
- "Registrar" shall mean Bankers Trust Company of Des Moines, Iowa, or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein with respect to maintaining a register of the owners of the Bonds. Unless otherwise specified, the Registrar shall also act as Transfer Agent for the Bonds.
- "Resolution" shall mean this resolution authorizing the Bonds.
- "Treasurer" shall mean the Finance Director or such other officer as shall succeed to the same duties and responsibilities with respect to the recording and payment of the Bonds issued hereunder.

**Section 2. Levy and Certification of Annual Tax; Other Funds to be Used.**

a) Levy of Annual Tax. That for the purpose of providing funds to pay the principal and interest of the Bonds hereinafter authorized to be issued, there is hereby levied for each future year the following direct annual tax on all of the taxable property in West Des Moines, Iowa, to-wit:

AMOUNT	FISCAL YEAR (JULY 1 TO JUNE 30) YEAR OF COLLECTION
\$ 340,339.63*	2015/2016
\$1,170,947.50	2016/2017
\$1,303,447.50	2017/2018
\$1,702,947.50	2018/2019
\$1,704,047.50	2019/2020
\$1,704,547.50	2020/2021
\$1,706,437.50	2021/2022
\$1,705,247.50	2022/2023
\$1,705,085.00	2023/2024
\$1,706,480.00	2024/2025

\*Payable from the Capitalized Interest Fund, or available cash on hand.

(NOTE: For example the levy to be made and certified against the taxable valuations of January 1, 2015 will be collected during the fiscal year commencing July 1, 2016.)

b) Resolution to be Filed With County Auditor. A certified copy of this Resolution should be filed with the County Auditor of Polk County, State of Iowa, and said Auditor is hereby instructed in and for each of the years as provided, to levy and assess the tax hereby authorized in Section 2 of this Resolution, in like manner as other taxes are levied and assessed, and such taxes so levied in and for each of the years aforesaid be collected in like manner as other taxes of the City are collected, and when collected be used for the purpose of paying principal and interest on said Bonds issued in anticipation of said tax, and for no other purpose whatsoever.

c) Additional City Funds Available. Principal and interest coming due at any time when the proceeds of said tax on hand shall be insufficient to pay the same shall be promptly paid when due from current funds of the City available for that purpose and reimbursement shall be made from such special fund in the amounts thus advanced.

Section 3. Bond Fund. Said taxes shall be collected each year at the same time and in the same manner as, and in addition to, all other taxes in and for the City, and when collected they shall be converted into a special fund within the Debt Service Fund to be known as the "TAXABLE GENERAL OBLIGATION BOND FUND 2015 NO. 2" (the "Bond Fund"), which is hereby pledged for and shall be used only for the payment of the principal of and interest on the Bonds hereinafter authorized to be issued; and also there shall be apportioned to said fund its proportion of taxes received by the City from property that is centrally assessed by the State of Iowa.

Section 4. Application of Bond Proceeds. Proceeds of the Bonds, other than Capitalized Interest as may be provided below, shall be credited to the Project Fund and expended therefrom for the purposes of issuance. Any amounts on hand in the Project Fund shall be available for the payment of the principal of or interest on the Bonds at any time that other funds shall be

insufficient to the purpose, in which event such funds shall be repaid to the Project Fund at the earliest opportunity. Any balance on hand in the Project Fund and not immediately required for its purposes may be invested not inconsistent with limitations provided by law or this Resolution.

Proceeds invested shall mature before the date on which the moneys are required for payment of principal and interest on the Refunded Bonds. Accrued interest, if any, shall be deposited in the Bond Fund.

Proceeds of \$340,339.63 shall be deposited into the 2015B Capitalized Interest Fund and used by the City for interest on the Bonds due and payable through June 1, 2016.

Section 5. Investment of Bond Fund Proceeds. All moneys held in the Bond Fund, provided for by Section 3 of this Resolution shall be invested in investments permitted by Chapter 12B, Code of Iowa, 2015, as amended, or deposited in financial institutions which are members of the Federal Deposit Insurance Corporation and the deposits in which are insured thereby and all such deposits exceeding the maximum amount insured from time to time by FDIC or its equivalent successor in any one financial institution shall be continuously secured in compliance with Chapter 12C of the Code of Iowa, 2015, as amended, or otherwise by a valid pledge of direct obligations of the United States Government having an equivalent market value. All such interim investments shall mature before the date on which the moneys are required for payment of principal of or interest on the Bonds as herein provided.

Section 6. Bond Details, Execution and Redemption.

a) Bond Details. Taxable General Obligation Urban Renewal Bonds of the City in the amount of \$12,715,000, shall be issued pursuant to the provisions of Sections 384.25 and 403.12 of the Code of Iowa for the aforesaid purposes. The Bonds shall be designated "TAXABLE GENERAL OBLIGATION URBAN RENEWAL BOND, SERIES 2015B", be dated April 7, 2015, and bear interest from the date thereof, until payment thereof, at the office of the Paying Agent, said interest payable on December 1, 2015, and semiannually thereafter on the 1st day of June and December in each year until maturity at the rates hereinafter provided.

The Bonds shall be executed by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the Clerk, and impressed or printed with the seal of the City and shall be fully registered as to both principal and interest as provided in this Resolution; principal, interest and premium, if any, shall be payable at the office of the Paying Agent by mailing of a check to the registered owner of the Bond. The Bonds shall be in the denomination of \$5,000 or multiples thereof. The Bonds shall mature and bear interest as follows:

Principal Amount	Interest Rate	Maturity June 1 <sup>st</sup>
\$ 875,000	2.00%	2017
\$1,025,000	2.00%	2018
\$1,445,000	2.00%	2019
\$1,475,000	2.00%	2020
\$1,505,000	2.20%	2021
\$1,540,000	2.35%	2022
\$1,575,000	2.55%	2023
\$1,615,000	2.70%	2024
\$1,660,000	2.80%	2025

b) Redemption.

i. Optional Redemption. Bonds maturing after June 1, 2023, may be called for optional redemption by the Issuer on that date or any date thereafter, from any funds regardless of source, in whole or from time to time in part, in any order of maturity and within an annual maturity by lot. The terms of redemption shall be par, plus accrued interest to date of call.

Thirty days' written notice of redemption shall be given to the registered owner of the Bond. Failure to give written notice to any registered owner of the Bonds or any defect therein shall not affect the validity of any proceedings for the redemption of the Bonds. All Bonds or portions thereof called for redemption will cease to bear interest after the specified redemption date, provided funds for their redemption are on deposit at the place of payment. Written notice will be deemed completed upon transmission to the owner of record.

If less than all of a maturity is called for redemption, the Issuer will notify DTC of the particular amount of such maturity to be redeemed prior to maturity. DTC will determine by lot the amount of each Participant's interest in such maturity to be redeemed and each Participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. All prepayments shall be at a price of par plus accrued interest.

Section 7. Issuance of Bonds in Book-Entry Form; Replacement Bonds.

a) Notwithstanding the other provisions of this Resolution regarding registration, ownership, transfer, payment and exchange of the Bonds, unless the Issuer determines to permit the exchange of Depository Bonds for Bonds in Authorized Denominations, the Bonds shall be issued as Depository Bonds in denominations of the entire principal amount of each maturity of Bonds (or, if a portion of said principal amount is prepaid, said principal amount less the prepaid amount). The Bonds must be registered in the name of Cede & Co., as nominee for DTC. Payment of semiannual interest for any Bonds registered in the name of Cede & Co. will be made by wire transfer or New York



Clearing House or equivalent next day funds to the account of Cede & Co. on the interest payment date for the Bonds at the address indicated or in the Representation Letter.

b) The Bonds will be initially issued in the form of separate single authenticated fully registered bonds in the amount of each stated maturity of the Bonds. Upon initial issuance, the ownership of the Bonds will be registered in the registry books of the Bankers Trust Company kept by the Paying Agent and Registrar in the name of Cede & Co., as nominee of DTC. The Paying Agent and Registrar and the Issuer may treat DTC (or its nominee) as the sole and exclusive owner of the Bonds registered in its name for the purposes of payment of the principal or redemption price of or interest on the Bonds, selecting the Bonds or portions to be redeemed, giving any notice permitted or required to be given to registered owners of Bonds under the Resolution of the Issuer, registering the transfer of Bonds, obtaining any consent or other action to be taken by registered owners of the Bonds and for other purposes. The Paying Agent, Registrar and the Issuer have no responsibility or obligation to any Participant or Beneficial Owner of the Bonds under or through DTC with respect to the accuracy of records maintained by DTC or any Participant; with respect to the payment by DTC or Participant of an amount of principal or redemption price of or interest on the Bonds; with respect to any notice given to owners of Bonds under the Resolution; with respect to the Participant(s) selected to receive payment in the event of a partial redemption of the Bonds, or a consent given or other action taken by DTC as registered owner of the Bonds. The Paying Agent and Registrar shall pay all principal of and premium, if any, and interest on the Bonds only to Cede & Co. in accordance with the Representation Letter, and all payments are valid and effective to fully satisfy and discharge the Issuer's obligations with respect to the principal of and premium, if any, and interest on the Bonds to the extent of the sum paid. DTC must receive an authenticated Bond for each separate stated maturity evidencing the obligation of the Issuer to make payments of principal of and premium, if any, and interest. Upon delivery by DTC to the Paying Agent and Registrar of written notice that DTC has determined to substitute a new nominee in place of Cede & Co., the Bonds will be transferable to the new nominee in accordance with this Section.

c) In the event the Issuer determines that it is in the best interest of the Beneficial Owners that they be able to obtain Bonds certificates, the Issuer may notify DTC and the Paying Agent and Registrar, whereupon DTC will notify the Participants, of the availability through DTC of Bonds certificates. The Bonds will be transferable in accordance with this Section. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the Issuer and the Paying Agent and Registrar and discharging its responsibilities under applicable law. In this event, the Bonds will be transferable in accordance with this Section.

d) Notwithstanding any other provision of the Resolution to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal of and premium, if any, and interest on the Bond and all notices must be made and given, respectively to DTC as provided in the Representation letter.

e) In connection with any notice or other communication to be provided to Bondholders by the Issuer or the Paying Agent and Registrar with respect to a consent or other action to be taken by Bondholders, the Issuer or the Paying Agent and Registrar, as the case may be, shall establish a record date for the consent or other action and give DTC notice of the record date not less than 15 calendar days in advance of the record date to the extent possible. Notice to DTC must be given only when DTC is the sole Bondholder.

f) The Representation Letter is on file with DTC and sets forth certain matters with respect to, among other things, notices, consents and approvals by Bondholders and payments on the Bonds. The execution and delivery of the Representation Letter to DTC by the Issuer is ratified and confirmed.

g) In the event that a transfer or exchange of the Bonds is permitted under this Section, the transfer or exchange may be accomplished upon receipt by the Registrar from the registered owners of the Bonds to be transferred or exchanged and appropriate instruments of transfer. In the event Bond certificates are issued to holders other than Cede & Co., its successor as nominee for DTC as holder of all the Bonds, or other securities depository as holder of all the Bonds, the provisions of the Resolution apply to, among other things, the printing of certificates and the method or payment of principal of and interest on the certificates. Any substitute depository shall be designated in writing by the Issuer to the Paying Agent. Any such substitute depository shall be a qualified and registered "clearing agency" as provided in Section 17A of the Securities Exchange Act of 1934, as amended. The substitute depository shall provide for (i) immobilization of the Depository Bonds, (ii) registration and transfer of interests in Depository Bonds by book entries made on records of the depository or its nominee and (iii) payment of principal of, premium, if any, and interest on the Bonds in accordance with and as such interests may appear with respect to such book entries.

h) The officers of the Issuer are authorized and directed to prepare and furnish to the purchaser, and to the attorneys approving the legality of Bonds, certified copies of proceedings, ordinances, resolutions and records and all certificates and affidavits and other instruments as may be required to evidence the legality and marketability of the Bonds, and all certified copies, certificates, affidavits and other instruments constitute representations of the Issuer as to the correctness of all stated or recited facts.

Section 8. Registration of Bonds; Appointment of Registrar; Transfer; Ownership; Delivery; and Cancellation.

a) Registration. The ownership of Bonds may be transferred only by the making of an entry upon the books kept for the registration and transfer of ownership of the Bonds, and in no other way. Bankers Trust Company is hereby appointed as Bond Registrar under the terms of this Resolution and under the provisions of a separate agreement with the Issuer filed herewith which is made a part hereof by this reference. Registrar shall maintain the books of the Issuer for the registration of ownership of the Bonds for the payment of principal of and interest on the Bonds as provided in this

Resolution. All Bonds shall be negotiable as provided in Article 8 of the Uniform Commercial Code and Section 384.31 of the Code of Iowa, subject to the provisions for registration and transfer contained in the Bonds and in this Resolution.

b) Transfer. The ownership of any Bond may be transferred only upon the Registration Books kept for the registration and transfer of Bonds and only upon surrender thereof at the office of the Registrar together with an assignment duly executed by the holder or his duly authorized attorney in fact in such form as shall be satisfactory to the Registrar, along with the address and social security number or federal employer identification number of such transferee (or, if registration is to be made in the name of multiple individuals, of all such transferees). In the event that the address of the registered owner of a Bond (other than a registered owner which is the nominee of the broker or dealer in question) is that of a broker or dealer, there must be disclosed on the Registration Books the information pertaining to the registered owner required above. Upon the transfer of any such Bond, a new fully registered Bond, of any denomination or denominations permitted by this Resolution in aggregate principal amount equal to the unmatured and unredeemed principal amount of such transferred fully registered Bond, and bearing interest at the same rate and maturing on the same date or dates shall be delivered by the Registrar.

c) Registration of Transferred Bonds. In all cases of the transfer of the Bonds, the Registrar shall register, at the earliest practicable time, on the Registration Books, the Bonds, in accordance with the provisions of this Resolution.

d) Ownership. As to any Bond, the person in whose name the ownership of the same shall be registered on the Registration Books of the Registrar shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal of any such Bonds and the premium, if any, and interest thereon shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond, including the interest thereon, to the extent of the sum or sums so paid.

e) Cancellation. All Bonds which have been redeemed shall not be reissued but shall be cancelled by the Registrar. All Bonds which are cancelled by the Registrar shall be destroyed and a certificate of the destruction thereof shall be furnished promptly to the Issuer; provided that if the Issuer shall so direct, the Registrar shall forward the cancelled Bonds to the Issuer.

f) Non-Presentation of Bonds. In the event any payment check representing payment of principal of or interest on the Bonds is returned to the Paying Agent or if any bond is not presented for payment of principal at the maturity or redemption date, if funds sufficient to pay such principal of or interest on Bonds shall have been made available to the Paying Agent for the benefit of the owner thereof, all liability of the Issuer to the owner thereof for such interest or payment of such Bonds shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the owner of such

Bonds who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Resolution or on, or with respect to, such interest or Bonds. The Paying Agent's obligation to hold such funds shall continue for a period equal to two years and six months following the date on which such interest or principal became due, whether at maturity, or at the date fixed for redemption thereof, or otherwise, at which time the Paying Agent, shall surrender any remaining funds so held to the Issuer, whereupon any claim under this Resolution by the Owners of such interest or Bonds of whatever nature shall be made upon the Issuer.

g) Registration and Transfer Fees. The Registrar may furnish to each owner, at the Issuer's expense, one bond for each annual maturity. The Registrar shall furnish additional Bonds in lesser denominations (but not less than the minimum denomination) to an owner who so requests.

Section 9. Reissuance of Mutilated, Destroyed, Stolen or Lost Bonds. In case any outstanding Bond shall become mutilated or be destroyed, stolen or lost, the Issuer shall at the request of Registrar authenticate and deliver a new Bond of like tenor and amount as the Bond so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Bond to Registrar, upon surrender of such mutilated Bond, or in lieu of and substitution for the Bond destroyed, stolen or lost, upon filing with the Registrar evidence satisfactory to the Registrar and Issuer that such Bond has been destroyed, stolen or lost and proof of ownership thereof, and upon furnishing the Registrar and Issuer with satisfactory indemnity and complying with such other reasonable regulations as the Issuer or its agent may prescribe and paying such expenses as the Issuer may incur in connection therewith.

Section 10. Record Date. Payments of principal and interest, otherwise than upon full redemption, made in respect of any Bond, shall be made to the registered holder thereof or to their designated agent as the same appear on the books of the Registrar on the 15th day of the month preceding the payment date. All such payments shall fully discharge the obligations of the Issuer in respect of such Bonds to the extent of the payments so made. Payment of principal shall only be made upon surrender of the Bond to the Paying Agent.

Section 11. Execution, Authentication and Delivery of the Bonds. Upon the adoption of this Resolution, the Mayor and Clerk shall execute and deliver the Bonds to the Registrar, who shall authenticate the Bonds and deliver the same to or upon order of the Purchaser. No Bond shall be valid or obligatory for any purpose or shall be entitled to any right or benefit hereunder unless the Registrar shall duly endorse and execute on such Bond a Certificate of Authentication substantially in the form of the Certificate herein set forth. Such Certificate upon any Bond executed on behalf of the Issuer shall be conclusive evidence that the Bond so authenticated has been duly issued under this Resolution and that the holder thereof is entitled to the benefits of this Resolution.

No Bonds shall be authenticated and delivered by the Registrar unless and until there shall have been provided the following:

1. A certified copy of the Resolution of Issuer authorizing the issuance of the Bonds;

2. A written order of Issuer signed by the Treasurer of the Issuer directing the authentication and delivery of the Bonds to or upon the order of the Purchaser upon payment of the purchase price as set forth therein;
3. The approving opinion of Ahlers & Cooney, P.C., Bond Counsel, concerning the validity and legality of all the Bonds proposed to be issued.

Section 12. Right to Name Substitute Paying Agent or Registrar. Issuer reserves the right to name a substitute, successor Registrar or Paying Agent upon giving prompt written notice to each registered bondholder.

Section 13. Form of Bond. Bonds shall be printed substantially in the form as follows:

Item 1, figure 1= "STATE OF IOWA"  
"COUNTY OF POLK"  
"CITY OF WEST DES MOINES"  
"TAXABLE GENERAL OBLIGATION URBAN RENEWAL  
BOND"  
"SERIES 2015B"  
"ESSENTIAL CORPORATE URBAN RENEWAL PURPOSE"

Item 2, figure 1= Rate: \_\_\_\_\_  
Item 3, figure 1= Maturity: \_\_\_\_\_  
Item 4, figure 1= Bond Date: April 7, 2015  
Item 5, figure 1= CUSIP No.: \_\_\_\_\_  
Item 6, figure 1= "Registered"  
Item 7, figure 1= Certificate No. \_\_\_\_\_  
Item 8, figure 1= Principal Amount: \$ \_\_\_\_\_

Item 9, figure 1= The City of West Des Moines, State of Iowa, a municipal corporation organized and existing under and by virtue of the Constitution and laws of the State of Iowa (the "Issuer"), for value received, promises to pay from the source and as hereinafter provided, on the maturity date indicated above, to

Item 9A, figure 1 = (Registration panel to be completed by Registrar or Printer with name of Registered Owner).

Item 10, figure 1 = or registered assigns, the principal sum of (enter principal amount in long form) THOUSAND DOLLARS in lawful money of the United States of America, on the maturity date shown above, only upon presentation and surrender hereof at the office of Bankers Trust Company, Paying Agent of this issue, or its successor, with interest on the sum from the date hereof until paid at the rate per annum specified above, payable on December 1, 2015, and semiannually thereafter on the 1st day of June and December in each year.

Interest and principal shall be paid to the registered holder of the Bond as shown on the records of ownership maintained by the Registrar as of the 15th day of the month preceding such interest payment date. Interest shall be computed on the basis of a 360-day year of twelve 30-day months.

**THE HOLDERS OF THE BONDS SHOULD TREAT THE INTEREST AS  
SUBJECT TO FEDERAL INCOME TAXATION.**

This Bond is issued pursuant to the provisions of Sections 384.25 and 403.12 of the Code of Iowa, for the purpose of paying costs of aiding in the planning, undertaking and carrying out of urban renewal projects under the authority of Iowa Code chapter 403 and the Urban Renewal Plan for the Alluvion Urban Renewal Area, including power line relocation; funding incentives pursuant to a development agreement with Microsoft; including capitalized interest and costs of

issuance for bonds issued for these projects, in conformity to a Resolution of the Council of said City duly passed and approved.

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a limited purpose trust company ("DTC"), to the Issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other Issuer as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

Bonds maturing after June 1, 2023, may be called for optional redemption by the Issuer and paid before maturity on said date or any date thereafter, from any funds regardless of source, in whole or from time to time in part, in any order of maturity and within an annual maturity by lot. The terms of redemption shall be par, plus accrued interest to date of call.

Thirty days' written notice of redemption shall be given to the registered owner of the Bond. Failure to give written notice to any registered owner of the Bonds or any defect therein shall not affect the validity of any proceedings for the redemption of the Bonds. All bonds or portions thereof called for redemption will cease to bear interest after the specified redemption date, provided funds for their redemption are on deposit at the place of payment. Written notice will be deemed completed upon transmission to the owner of record.

If less than all of a maturity is called for redemption, the Issuer will notify DTC of the particular amount of such maturity to be redeemed prior to maturity. DTC will determine by lot the amount of each Participant's interest in such maturity to be redeemed and each Participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. All prepayments shall be at a price of par plus accrued interest.

Ownership of this Bond may be transferred only by transfer upon the books kept for such purpose by Bankers Trust Company, the Registrar. Such transfer on the books shall occur only upon presentation and surrender of this Bond at the office of the Registrar as designated below, together with an assignment duly executed by the owner hereof or his duly authorized attorney in the form as shall be satisfactory to the Registrar. Issuer reserves the right to substitute the Registrar and Paying Agent but shall, however, promptly give notice to registered bondholders of such change. All bonds shall be negotiable as provided in Article 8 of the Uniform Commercial Code and Section 384.31 of the Code of Iowa, subject to the provisions for registration and transfer contained in the Bond Resolution.

And it is hereby represented and certified that all acts, conditions and things requisite, according to the laws and Constitution of the State of Iowa, to exist, to be had, to be done, or to be performed precedent to the lawful issue of this Bond, have been existent, had, done and performed as required by law; that provision has been made for the levy of a sufficient continuing annual tax on all the taxable property within the territory of the Issuer for the payment of the principal and interest of this Bond as the same will respectively become due; that the faith,

credit, revenues and resources and all the real and personal property of the Issuer are irrevocably pledged for the prompt payment hereof, both principal and interest; and the total indebtedness of the Issuer including this Bond, does not exceed the constitutional or statutory limitations.

IN TESTIMONY WHEREOF, the Issuer by its Council, has caused this Bond to be signed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk, with the seal of the City printed or impressed hereon, and to be authenticated by the manual signature of an authorized representative of the Registrar, Bankers Trust Company, Des Moines, Iowa.

- Item 11, figure 1 = Date of authentication:
- Item 12, figure 1 = This is one of the Bonds described in the within mentioned Resolution, as registered by Bankers Trust Company.

BANKERS TRUST COMPANY, Registrar

By: \_\_\_\_\_  
Authorized Signature

- Item 13, figure 1 = Registrar and Transfer Agent: Bankers Trust Company
- Paying Agent: Bankers Trust Company

SEE REVERSE FOR CERTAIN DEFINITIONS

- Item 14, figure 1 = (Seal)
- Item 15, figure 1 = (Signature Block)

CITY OF WEST DES MOINES, STATE OF IOWA

By: \_\_\_\_\_ (manual or facsimile signature)  
Mayor

ATTEST:

By: \_\_\_\_\_ (manual or facsimile signature)  
City Clerk

- Item 16, figure 1 = (Assignment Block)  
(Information Required for Registration)



ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_ (Social Security or Tax Identification No. \_\_\_\_\_) the within Bond and does hereby irrevocably constitute and appoint \_\_\_\_\_ attorney in fact to transfer the said Bond on the books kept for registration of the within Bond, with full power of substitution in the premises.

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Person(s) executing this Assignment sign(s) here)

SIGNATURE )  
GUARANTEED) \_\_\_\_\_

IMPORTANT - READ CAREFULLY

The signature(s) to this Power must correspond with the name(s) as written upon the face of the certificate(s) or bond(s) in every particular without alteration or enlargement or any change whatever. Signature guarantee must be provided in accordance with the prevailing standards and procedures of the Registrar and Transfer Agent. Such standards and procedures may require signature to be guaranteed by certain eligible guarantor institutions that participate in a recognized signature guarantee program.

INFORMATION REQUIRED FOR REGISTRATION OF TRANSFER

Name of Transferee(s) \_\_\_\_\_  
Address of Transferee(s) \_\_\_\_\_  
Social Security or Tax Identification  
Number of Transferee(s) \_\_\_\_\_  
Transferee is a(n):  
Individual\* \_\_\_\_\_ Corporation \_\_\_\_\_  
Partnership \_\_\_\_\_ Trust \_\_\_\_\_

\*If the Bond is to be registered in the names of multiple individual owners, the names of all such owners and one address and social security number must be provided.

The following abbreviations, when used in the inscription on the face of this Bond, shall be construed as though written out in full according to applicable laws or regulations:

- TEN COM - as tenants in common
- TEN ENT - as tenants by the entireties
- JT TEN - as joint tenants with rights of survivorship and not as tenants in common

IA UNIF TRANS MIN ACT - ..... Custodian .....  
(Cust) (Minor)  
Under Iowa Uniform Transfers to Minors Act.....  
(State)

ADDITIONAL ABBREVIATIONS MAY  
ALSO BE USED THOUGH NOT IN THE ABOVE LIST

Section 14. Closing Documents. The Mayor and City Clerk are authorized and directed to execute, attest, seal and deliver for and on behalf of the City any other additional certificates, documents, or other papers and perform all other acts, including without limitation the execution of all closing documents, as they may deem necessary or appropriate in order to implement and carry out the intent and purposes of this Resolution.

Section 15. Contract Between Issuer and Purchaser. This Resolution constitutes a contract between said City and the purchaser of the Bonds.

Section 16. Continuing Disclosure. The Issuer hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate, and the provisions of the Continuing Disclosure Certificate are hereby incorporated by reference as part of this Resolution and made a part hereof. Notwithstanding any other provision of this Resolution, failure of the Issuer to comply with the Continuing Disclosure Certificate shall not be considered an event of default under this Resolution; however, any holder of the Bonds or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking specific performance by court order, to cause the Issuer to comply with its obligations under the Continuing Disclosure Certificate. For purposes of this section, "Beneficial Owner" means any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bond (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

Section 17. Repeal of Conflicting Resolutions or Ordinances. All ordinances and resolutions and parts of ordinances and resolutions in conflict herewith are hereby repealed.

Section 18. Severability Clause. If any section, paragraph, clause or provision of this Resolution be held invalid, such invalidity shall not affect any of the remaining provisions hereof, and this Resolution shall become effective immediately upon its passage and approval.

PASSED AND APPROVED this 23<sup>rd</sup> day of March, 2015.

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Mayor

ATTEST:

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City Clerk

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

**ITEM:** Issuance of \$3,410,000 General Obligation Urban Renewal Refunding Bonds, Series 2015C -- Final Action Items

**DATE:** March 23, 2015

**FINANCIAL IMPACT:** Final interest rate on the 2015C General Obligation Urban Renewal Refunding Bonds is 1.33%, based on bids received on March 9, 2015. Total net interest cost to be paid over the life of the bonds is \$240,330.00. Annual principal payments and are due each June 1, principal and interest is due each June 1 and December 1, and final payment is scheduled for June 1, 2020.

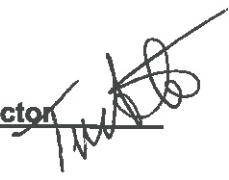
The Series 2008 B bonds are being refunded and the net present value savings totaled \$119,857.53.

**BACKGROUND:** The two resolutions are final actions needed to complete the crossover refunding of the 2015C General Obligation Urban Renewal Refunding Bonds. The first resolution appoints Bankers Trust Company as Paying Agent/Registrar/Transfer Agent for these issues, a capacity in which they also serve for the City's other registered bond issuances. The next resolution formally commits the City Council (and future City Councils) to this particular bond sale arrangement and identifies the need to collect annual property taxes necessary for its payment. Also included with this second resolution is Council action to approve a Tax Exemption Certificate, Continuing Disclosure Certificate, and Refunding Trust Agreement.

All of the associated documents have been prepared by Bond Counsel and, because they are lengthy documents which are nearly identical to those previously approved by Council with previous bond issuances, they were not attached with this item but are available in the City Clerk's office for viewing.

**RECOMMENDATION:** Resolution – Appointing Paying Agent, Registrar, and Transfer Agent  
Resolution – Authorizing the Issuance; Approval of the Tax Exemption Certificate, Continuing Disclosure Certificate, and Refunding Trust Agreement

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



**STAFF REVIEWS**

Department Director	
Appropriations/Finance	
Legal	
Agenda Acceptance	RTG

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

Published In	
Dates(s) Published	

**SUBCOMMITTEE REVIEW** (if applicable)

Committee	Finance & Administration		
Dates Reviewed	January 24, 2015		
Recommendation	Yes	No	Split

Council Member \_\_\_\_\_ introduced the following resolution entitled "RESOLUTION APPOINTING BANKERS TRUST COMPANY OF DES MOINES, IOWA, TO SERVE AS PAYING AGENT, BOND REGISTRAR, AND TRANSFER AGENT, APPROVING THE PAYING AGENT AND BOND REGISTRAR AND TRANSFER AGENT AGREEMENT AND AUTHORIZING THE EXECUTION OF THE AGREEMENT", and moved that the resolution be adopted. Council Member \_\_\_\_\_ seconded the motion to adopt. The roll was called and the vote was,

AYES: \_\_\_\_\_

\_\_\_\_\_

NAYS: \_\_\_\_\_

Whereupon, the Mayor declared the resolution duly adopted as follows:

**RESOLUTION APPOINTING BANKERS TRUST COMPANY OF DES MOINES, IOWA, TO SERVE AS PAYING AGENT, BOND REGISTRAR, AND TRANSFER AGENT, APPROVING THE PAYING AGENT AND BOND REGISTRAR AND TRANSFER AGENT AGREEMENT AND AUTHORIZING THE EXECUTION OF THE AGREEMENT**

WHEREAS, \$3,410,000 General Obligation Urban Renewal Refunding Bonds, Series 2015C, dated April 7, 2015, have been sold and action should now be taken to provide for the maintenance of records, registration of certificates and payment of principal and interest in connection with the issuance of the Bonds; and

WHEREAS, this Council has deemed that the services offered by Bankers Trust Company of Des Moines, Iowa, are necessary for compliance with rules, regulations, and requirements governing the registration, transfer and payment of registered bonds; and

WHEREAS, a Paying Agent, Bond Registrar and Transfer Agent Agreement (hereafter "Agreement") has been prepared to be entered into between the City and Bankers Trust Company.

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

Section 1. That Bankers Trust Company of Des Moines, Iowa, is hereby appointed to serve as Paying Agent, Bond Registrar and Transfer Agent in connection with the issuance of

\$3,410,000 General Obligation Urban Renewal Refunding Bonds, Series 2015C, dated April 7, 2015.

Section 2. That the Agreement with Bankers Trust Company of Des Moines, Iowa, is hereby approved and that the Mayor and Clerk are authorized to sign the Agreement on behalf of the City.

PASSED AND APPROVED this 23<sup>rd</sup> day of March, 2015.

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Mayor

ATTEST:

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City Clerk

Council Member \_\_\_\_\_ introduced the following Resolution entitled "RESOLUTION AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF \$3,410,000 GENERAL OBLIGATION URBAN RENEWAL REFUNDING BONDS, SERIES 2015C, AND LEVYING A TAX TO PAY SAID BONDS, APPROVAL OF THE TAX EXEMPTION CERTIFICATE, CONTINUING DISCLOSURE CERTIFICATE, AND REFUNDING TRUST AGREEMENT." and moved that it be adopted. Council Member \_\_\_\_\_ seconded the motion to adopt, and the roll being called thereon, the vote was as follows:

AYES: \_\_\_\_\_

\_\_\_\_\_

NAYS: \_\_\_\_\_

Whereupon, the Mayor declared said Resolution duly adopted as follows:

RESOLUTION AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF \$3,410,000 GENERAL OBLIGATION URBAN RENEWAL REFUNDING BONDS, SERIES 2015C, AND LEVYING A TAX TO PAY SAID BONDS; APPROVAL OF THE TAX EXEMPTION CERTIFICATE, CONTINUING DISCLOSURE CERTIFICATE, AND REFUNDING TRUST AGREEMENT.

WHEREAS, the Issuer is duly incorporated, organized and exists under and by virtue of the laws and Constitution of the State of Iowa; and

WHEREAS, the Issuer is in need of funds to pay costs of aiding in the planning, undertaking and carrying out of urban renewal projects under the authority of Iowa Code chapter 403 and the Amended and Restated Urban Renewal Plan for the Mills Parkway Urban Renewal District, including refunding the outstanding General Obligation Urban Renewal Bonds, Series 2008B, essential corporate urban renewal purpose project(s), and it is deemed necessary and advisable that the City issue General Obligation Urban Renewal Bonds, for such purpose(s) to the amount of not to exceed \$3,680,000 as authorized by Sections 384.25 and 403.12 of the Code of Iowa; and

WHEREAS, pursuant to notice published as required by Sections 384.24 (3)(q), 384.25, and 403.12 this Council has held a public meeting and hearing upon the proposal to institute proceedings for the issuance of said Bonds, and all objections, if any, to such Council action made by any resident or property owner of the City were received and considered by the Council; and no petition having been filed, it is the decision of the Council that additional action

be taken for the issuance of said Bonds for such purpose(s), and that such action is considered to be in the best interests of the City and the residents thereof; and

WHEREAS, pursuant to the provisions of Chapter 75 of the Code of Iowa, the above mentioned Bonds were heretofore sold at public sale and action should now be taken to issue said Bonds conforming to the terms and conditions of the best bid received at the advertised public sale.

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

Section 1. Definitions. The following terms shall have the following meanings in this Resolution unless the text expressly or by necessary implication requires otherwise:

- "Authorized Denominations" shall mean \$5,000 or any integral multiple thereof.
- "Beneficial Owner" shall mean, whenever used with respect to a Bond, the person in whose name such Bond is recorded as the beneficial owner of such Bond by a Participant on the records of such Participant or such person's subrogee.
- "Blanket Issuer Letter of Representations" shall mean the Representation Letter from the Issuer to DTC, with respect to the Bonds.
- "Bond Fund" shall mean the fund created in Section 3 of this Resolution.
- "Bonds" shall mean \$3,410,000 General Obligation Urban Renewal Refunding Bonds, Series 2015C, authorized to be issued by this Resolution.
- "Cede & Co." shall mean Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Bonds.
- "Continuing Disclosure Certificate" shall mean that certain Continuing Disclosure Certificate approved under the terms of this Resolution and to be executed by the Issuer and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.
- "Crossover Date" shall mean June 1, 2016.
- "Depository Bonds " shall mean the Bonds as issued in the form of one global certificate for each maturity, registered in the Registration Books maintained by the Registrar in the name of DTC or its nominee.
- "DTC" shall mean The Depository Trust Company, New York, New York, which will act as security depository for the Bond pursuant to the Representation Letter.



- "Escrow Fund" shall mean the fund established under the terms of a Refunding Trust Agreement dated April 7, 2015, for the deposit of the proceeds of the Bonds issued hereunder.
- "Issuer" and "City" shall mean the City of West Des Moines, State of Iowa.
- "Participants" shall mean those broker-dealers, banks and other financial institutions for which DTC holds Bonds as securities depository.
- "Paying Agent" shall mean Bankers Trust Company, or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein as Issuer's agent to provide for the payment of principal of and interest on the Bonds as the same shall become due.
- "Project" shall mean the costs of aiding in the planning, undertaking and carrying out of urban renewal projects under the authority of Iowa Code chapter 403 and the Amended and Restated Urban Renewal Plan for the Mills Parkway Urban Renewal District, including refunding the outstanding General Obligation Urban Renewal Bonds, Series 2008B.
- "Rebate Fund" shall mean the fund so defined in and established pursuant to the Tax Exemption Certificate.
- "Refunded Bonds" shall mean \$3,390,000 of the \$7,000,000 General Obligation Bonds, Series 2008B, dated June 30, 2008.
- "Registrar" shall mean Bankers Trust Company of Des Moines, Iowa, or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein with respect to maintaining a register of the owners of the Bonds. Unless otherwise specified, the Registrar shall also act as Transfer Agent for the Bonds.
- "Resolution" shall mean this resolution authorizing the Bonds.
- "Tax Exemption Certificate" shall mean the Tax Exemption Certificate approved under the terms of this Resolution and to be executed by the Treasurer and delivered at the time of issuance and delivery of the Bonds.
- "Treasurer" shall mean the Finance Director or such other officer as shall succeed to the same duties and responsibilities with respect to the recording and payment of the Bonds issued hereunder.
- "Trustee" shall mean Bankers Trust Company, N.A. of Des Moines, Iowa, or its successor as may be approved pursuant to the "Refunding Trust Agreement"

referred to herein between the Issuer and the Trustee for the purpose of insuring the payment of the outstanding Bonds.

Section 2. Levy and Certification of Annual Tax; Other Funds to be Used.

a) Levy of Annual Tax. That for the purpose of providing funds to pay the principal and interest of the Bonds hereinafter authorized to be issued, there is hereby levied for each future year the following direct annual tax on all of the taxable property in West Des Moines, Iowa, to-wit:

AMOUNT	FISCAL YEAR (JULY 1 TO JUNE 30) YEAR OF COLLECTION
\$978,200	2016/2017
\$980,000	2017/2018
\$986,400	2018/2019
\$627,300	2019/2020

(NOTE: For example the levy to be made and certified against the taxable valuations of January 1, 2015 will be collected during the fiscal year commencing July 1, 2016.)

The following amounts of interest will be paid from the Escrow Fund described in Section 19 of this Resolution:

AMOUNT OF INTEREST PAID	FISCAL YEAR (JULY 1 TO JUNE 30) IN WHICH PAYMENT IS MADE
\$78,430	2015/2016

\*Tax levies heretofore made pursuant to the provisions of Chapter 76 of the Code of Iowa, for payment of the issue of Bonds being refunded, as set forth in the schedule attached as Exhibit "A", shall remain in effect as levied and be collected and applied as provided in the resolution authorizing the Refunded Bonds dated June 16, 2008 levying such taxes through the fiscal year ending June 30, 2016, and shall be spread upon the tax rolls and collected in all such years unless the Trustee of the Refunding Trust Agreement authorized by Section 17 hereof shall certify to the Issuer and the Issuer shall certify in turn to the County Auditor that the Trustee has available moneys with which to pay the principal and interest of Bonds being refunded.

b) Resolution to be Filed With County Auditor. A certified copy of this Resolution should be filed with the County Auditor of Polk County, State of Iowa, and said Auditor is hereby instructed in and for each of the years as provided, to levy and assess the tax hereby authorized in Section 2 of this Resolution, in like manner as other taxes are levied and assessed, and such taxes so levied in and for each of the years aforesaid be collected in like manner as other taxes of the City are collected, and when

collected be used for the purpose of paying principal and interest on said Bonds issued in anticipation of said tax, and for no other purpose whatsoever.

c) Additional City Funds Available. Principal and interest coming due at any time when the proceeds of said tax on hand shall be insufficient to pay the same shall be promptly paid when due from current funds of the City available for that purpose and reimbursement shall be made from such special fund in the amounts thus advanced.

Section 3. Bond Fund. Said taxes shall be collected each year at the same time and in the same manner as, and in addition to, all other taxes in and for the City, and when collected they shall be converted into a special fund within the Debt Service Fund to be known as the "GENERAL OBLIGATION REFUNDING BOND FUND 2015 NO. 3" (the "Bond Fund"), which is hereby pledged for and shall be used only for the payment of the principal of and interest on the Bonds hereinafter authorized to be issued; and also there shall be apportioned to said fund its proportion of taxes received by the City from property that is centrally assessed by the State of Iowa.

Section 4. Application of Bond Proceeds. Proceeds of the Bonds shall be credited to the Escrow Fund, pursuant to Section 17 of this Resolution.

Proceeds invested shall mature before the date on which the moneys are required for payment of principal and interest on the Refunded Bonds. Accrued interest, if any, shall be deposited in the Bond Fund.

Section 5. Investment of Bond Fund Proceeds. All moneys held in the Bond Fund, provided for by Section 3 of this Resolution shall be invested in investments permitted by Chapter 12B, Code of Iowa, 2015, as amended, or deposited in financial institutions which are members of the Federal Deposit Insurance Corporation and the deposits in which are insured thereby and all such deposits exceeding the maximum amount insured from time to time by FDIC or its equivalent successor in any one financial institution shall be continuously secured in compliance with Chapter 12C of the Code of Iowa, 2015, as amended, or otherwise by a valid pledge of direct obligations of the United States Government having an equivalent market value. All such interim investments shall mature before the date on which the moneys are required for payment of principal of or interest on the Bonds as herein provided.

Section 6. Bond Details, Execution and Redemption.

a) Bond Details. General Obligation Urban Renewal Refunding Bonds of the City in the amount of \$3,410,000, shall be issued pursuant to the provisions of Sections 384.25 and 403.12 of the Code of Iowa for the aforesaid purposes. The Bonds shall be designated "GENERAL OBLIGATION URBAN RENEWAL REFUNDING BOND, SERIES 2015C", be dated April 7, 2015, and bear interest from the date thereof, until payment thereof, at the office of the Paying Agent, said interest payable on December 1, 2015, and semiannually thereafter on the 1st day of June and December in each year until maturity at the rates hereinafter provided.

The Bonds shall be executed by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the Clerk, and impressed or printed with the seal of the City and shall be fully registered as to both principal and interest as provided in this Resolution; principal, interest and premium, if any, shall be payable at the office of the Paying Agent by mailing of a check to the registered owner of the Bond. The Bonds shall be in the denomination of \$5,000 or multiples thereof. The Bonds shall mature and bear interest as follows:

Principal Amount	Interest Rate	Maturity June 1 <sup>st</sup>
\$910,000	2.00%	2017
\$930,000	2.00%	2018
\$955,000	2.00%	2019
\$615,000	2.00%	2020

b) Redemption. The Bonds are not subject to redemption prior to maturity.

Section 7. Issuance of Bonds in Book-Entry Form; Replacement Bonds.

a) Notwithstanding the other provisions of this Resolution regarding registration, ownership, transfer, payment and exchange of the Bonds, unless the Issuer determines to permit the exchange of Depository Bonds for Bonds in Authorized Denominations, the Bonds shall be issued as Depository Bonds in denominations of the entire principal amount of each maturity of Bonds (or, if a portion of said principal amount is prepaid, said principal amount less the prepaid amount). The Bonds must be registered in the name of Cede & Co., as nominee for DTC. Payment of semiannual interest for any Bonds registered in the name of Cede & Co. will be made by wire transfer or New York Clearing House or equivalent next day funds to the account of Cede & Co. on the interest payment date for the Bonds at the address indicated or in the Representation Letter.

b) The Bonds will be initially issued in the form of separate single authenticated fully registered bonds in the amount of each stated maturity of the Bonds. Upon initial issuance, the ownership of the Bonds will be registered in the registry books of the Bankers Trust Company kept by the Paying Agent and Registrar in the name of Cede & Co., as nominee of DTC. The Paying Agent and Registrar and the Issuer may treat DTC (or its nominee) as the sole and exclusive owner of the Bonds registered in its name for the purposes of payment of the principal or redemption price of or interest on the Bonds, selecting the Bonds or portions to be redeemed, giving any notice permitted or required to be given to registered owners of Bonds under the Resolution of the Issuer, registering the transfer of Bonds, obtaining any consent or other action to be taken by registered owners of the Bonds and for other purposes. The Paying Agent, Registrar and the Issuer have no responsibility or obligation to any Participant or Beneficial Owner of the Bonds under or through DTC with respect to the accuracy of records maintained by DTC or any Participant; with respect to the payment by DTC or Participant of an amount of principal or redemption price of or interest on the Bonds; with respect to any notice given to

owners of Bonds under the Resolution; with respect to the Participant(s) selected to receive payment in the event of a partial redemption of the Bonds, or a consent given or other action taken by DTC as registered owner of the Bonds. The Paying Agent and Registrar shall pay all principal of and premium, if any, and interest on the Bonds only to Cede & Co. in accordance with the Representation Letter, and all payments are valid and effective to fully satisfy and discharge the Issuer's obligations with respect to the principal of and premium, if any, and interest on the Bonds to the extent of the sum paid. DTC must receive an authenticated Bond for each separate stated maturity evidencing the obligation of the Issuer to make payments of principal of and premium, if any, and interest. Upon delivery by DTC to the Paying Agent and Registrar of written notice that DTC has determined to substitute a new nominee in place of Cede & Co., the Bonds will be transferable to the new nominee in accordance with this Section.

c) In the event the Issuer determines that it is in the best interest of the Beneficial Owners that they be able to obtain Bonds certificates, the Issuer may notify DTC and the Paying Agent and Registrar, whereupon DTC will notify the Participants, of the availability through DTC of Bonds certificates. The Bonds will be transferable in accordance with this Section. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the Issuer and the Paying Agent and Registrar and discharging its responsibilities under applicable law. In this event, the Bonds will be transferable in accordance with this Section.

d) Notwithstanding any other provision of the Resolution to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal of and premium, if any, and interest on the Bond and all notices must be made and given, respectively to DTC as provided in the Representation letter.

e) In connection with any notice or other communication to be provided to Bondholders by the Issuer or the Paying Agent and Registrar with respect to a consent or other action to be taken by Bondholders, the Issuer or the Paying Agent and Registrar, as the case may be, shall establish a record date for the consent or other action and give DTC notice of the record date not less than 15 calendar days in advance of the record date to the extent possible. Notice to DTC must be given only when DTC is the sole Bondholder.

f) The Representation Letter is on file with DTC and sets forth certain matters with respect to, among other things, notices, consents and approvals by Bondholders and payments on the Bonds. The execution and delivery of the Representation Letter to DTC by the Issuer is ratified and confirmed.

g) In the event that a transfer or exchange of the Bonds is permitted under this Section, the transfer or exchange may be accomplished upon receipt by the Registrar from the registered owners of the Bonds to be transferred or exchanged and appropriate instruments of transfer. In the event Bond certificates are issued to holders other than Cede & Co., its successor as nominee for DTC as holder of all the Bonds, or other

securities depository as holder of all the Bonds, the provisions of the Resolution apply to, among other things, the printing of certificates and the method or payment of principal of and interest on the certificates. Any substitute depository shall be designated in writing by the Issuer to the Paying Agent. Any such substitute depository shall be a qualified and registered "clearing agency" as provided in Section 17A of the Securities Exchange Act of 1934, as amended. The substitute depository shall provide for (i) immobilization of the Depository Bonds, (ii) registration and transfer of interests in Depository Bonds by book entries made on records of the depository or its nominee and (iii) payment of principal of, premium, if any, and interest on the Bonds in accordance with and as such interests may appear with respect to such book entries.

h) The officers of the Issuer are authorized and directed to prepare and furnish to the purchaser, and to the attorneys approving the legality of Bonds, certified copies of proceedings, ordinances, resolutions and records and all certificates and affidavits and other instruments as may be required to evidence the legality and marketability of the Bonds, and all certified copies, certificates, affidavits and other instruments constitute representations of the Issuer as to the correctness of all stated or recited facts.

Section 8. Registration of Bonds; Appointment of Registrar; Transfer; Ownership; Delivery; and Cancellation.

a) Registration. The ownership of Bonds may be transferred only by the making of an entry upon the books kept for the registration and transfer of ownership of the Bonds, and in no other way. Bankers Trust Company is hereby appointed as Bond Registrar under the terms of this Resolution and under the provisions of a separate agreement with the Issuer filed herewith which is made a part hereof by this reference. Registrar shall maintain the books of the Issuer for the registration of ownership of the Bonds for the payment of principal of and interest on the Bonds as provided in this Resolution. All Bonds shall be negotiable as provided in Article 8 of the Uniform Commercial Code and Section 384.31 of the Code of Iowa, subject to the provisions for registration and transfer contained in the Bonds and in this Resolution.

b) Transfer. The ownership of any Bond may be transferred only upon the Registration Books kept for the registration and transfer of Bonds and only upon surrender thereof at the office of the Registrar together with an assignment duly executed by the holder or his duly authorized attorney in fact in such form as shall be satisfactory to the Registrar, along with the address and social security number or federal employer identification number of such transferee (or, if registration is to be made in the name of multiple individuals, of all such transferees). In the event that the address of the registered owner of a Bond (other than a registered owner which is the nominee of the broker or dealer in question) is that of a broker or dealer, there must be disclosed on the Registration Books the information pertaining to the registered owner required above. Upon the transfer of any such Bond, a new fully registered Bond, of any denomination or denominations permitted by this Resolution in aggregate principal amount equal to the unmatured and unredeemed principal amount of such transferred fully registered Bond,

and bearing interest at the same rate and maturing on the same date or dates shall be delivered by the Registrar.

c) Registration of Transferred Bonds. In all cases of the transfer of the Bonds, the Registrar shall register, at the earliest practicable time, on the Registration Books, the Bonds, in accordance with the provisions of this Resolution.

d) Ownership. As to any Bond, the person in whose name the ownership of the same shall be registered on the Registration Books of the Registrar shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal of any such Bonds and the premium, if any, and interest thereon shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond, including the interest thereon, to the extent of the sum or sums so paid.

e) Cancellation. All Bonds which have been redeemed shall not be reissued but shall be cancelled by the Registrar. All Bonds which are cancelled by the Registrar shall be destroyed and a certificate of the destruction thereof shall be furnished promptly to the Issuer; provided that if the Issuer shall so direct, the Registrar shall forward the cancelled Bonds to the Issuer.

f) Non-Presentation of Bonds. In the event any payment check representing payment of principal of or interest on the Bonds is returned to the Paying Agent or if any bond is not presented for payment of principal at the maturity or redemption date, if funds sufficient to pay such principal of or interest on Bonds shall have been made available to the Paying Agent for the benefit of the owner thereof, all liability of the Issuer to the owner thereof for such interest or payment of such Bonds shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the owner of such Bonds who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Resolution or on, or with respect to, such interest or Bonds. The Paying Agent's obligation to hold such funds shall continue for a period equal to two years and six months following the date on which such interest or principal became due, whether at maturity, or at the date fixed for redemption thereof, or otherwise, at which time the Paying Agent, shall surrender any remaining funds so held to the Issuer, whereupon any claim under this Resolution by the Owners of such interest or Bonds of whatever nature shall be made upon the Issuer.

g) Registration and Transfer Fees. The Registrar may furnish to each owner, at the Issuer's expense, one bond for each annual maturity. The Registrar shall furnish additional Bonds in lesser denominations (but not less than the minimum denomination) to an owner who so requests.

Section 9. Reissuance of Mutilated, Destroyed, Stolen or Lost Bonds. In case any outstanding Bond shall become mutilated or be destroyed, stolen or lost, the Issuer shall at the request of Registrar authenticate and deliver a new Bond of like tenor and amount as the Bond so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Bond to

Registrar, upon surrender of such mutilated Bond, or in lieu of and substitution for the Bond destroyed, stolen or lost, upon filing with the Registrar evidence satisfactory to the Registrar and Issuer that such Bond has been destroyed, stolen or lost and proof of ownership thereof, and upon furnishing the Registrar and Issuer with satisfactory indemnity and complying with such other reasonable regulations as the Issuer or its agent may prescribe and paying such expenses as the Issuer may incur in connection therewith.

Section 10. Record Date. Payments of principal and interest, otherwise than upon full redemption, made in respect of any Bond, shall be made to the registered holder thereof or to their designated agent as the same appear on the books of the Registrar on the 15th day of the month preceding the payment date. All such payments shall fully discharge the obligations of the Issuer in respect of such Bonds to the extent of the payments so made. Payment of principal shall only be made upon surrender of the Bond to the Paying Agent.

Section 11. Execution, Authentication and Delivery of the Bonds. Upon the adoption of this Resolution, the Mayor and Clerk shall execute and deliver the Bonds to the Registrar, who shall authenticate the Bonds and deliver the same to or upon order of the Purchaser. No Bond shall be valid or obligatory for any purpose or shall be entitled to any right or benefit hereunder unless the Registrar shall duly endorse and execute on such Bond a Certificate of Authentication substantially in the form of the Certificate herein set forth. Such Certificate upon any Bond executed on behalf of the Issuer shall be conclusive evidence that the Bond so authenticated has been duly issued under this Resolution and that the holder thereof is entitled to the benefits of this Resolution.

No Bonds shall be authenticated and delivered by the Registrar unless and until there shall have been provided the following:

1. A certified copy of the Resolution of Issuer authorizing the issuance of the Bonds;
2. A written order of Issuer signed by the Treasurer of the Issuer directing the authentication and delivery of the Bonds to or upon the order of the Purchaser upon payment of the purchase price as set forth therein;
3. The approving opinion of Ahlers & Cooney, P.C., Bond Counsel, concerning the validity and legality of all the Bonds proposed to be issued.

Section 12. Right to Name Substitute Paying Agent or Registrar. Issuer reserves the right to name a substitute, successor Registrar or Paying Agent upon giving prompt written notice to each registered bondholder.

Section 13. Form of Bond. Bonds shall be printed substantially in the form as follows:



Item 1, figure 1= "STATE OF IOWA"  
"COUNTY OF POLK"  
"CITY OF WEST DES MOINES"  
"GENERAL OBLIGATION URBAN RENEWAL REFUNDING  
BOND"  
"SERIES 2015C"  
"ESSENTIAL CORPORATE PURPOSE"

Item 2, figure 1= Rate: \_\_\_\_\_  
Item 3, figure 1= Maturity: \_\_\_\_\_  
Item 4, figure 1= Bond Date: April 7, 2015  
Item 5, figure 1= CUSIP No.: \_\_\_\_\_  
Item 6, figure 1= "Registered"  
Item 7, figure 1= Certificate No. \_\_\_\_\_  
Item 8, figure 1= Principal Amount: \$ \_\_\_\_\_

Item 9, figure 1= The City of West Des Moines, State of Iowa, a municipal corporation organized and existing under and by virtue of the Constitution and laws of the State of Iowa (the "Issuer"), for value received, promises to pay from the source and as hereinafter provided, on the maturity date indicated above, to

Item 9A, figure 1 = (Registration panel to be completed by Registrar or Printer with name of Registered Owner).

Item 10, figure 1 = or registered assigns, the principal sum of (enter principal amount in long form) THOUSAND DOLLARS in lawful money of the United States of America, on the maturity date shown above, only upon presentation and surrender hereof at the office of Bankers Trust Company, Paying Agent of this issue, or its successor, with interest on the sum from the date hereof until paid at the rate per annum specified above, payable on December 1, 2015, and semiannually thereafter on the 1st day of June and December in each year.

Interest and principal shall be paid to the registered holder of the Bond as shown on the records of ownership maintained by the Registrar as of the 15th day of the month preceding such interest payment date. Interest shall be computed on the basis of a 360-day year of twelve 30-day months.

This Bond is issued by the City of West Des Moines, State of Iowa, pursuant to the provisions of Sections 384.25 and 403.12, of the Code of Iowa, for the purpose of paying costs of adjusting, extending and refunding existing general obligation indebtedness of the City of West Des Moines, State of Iowa, the proceeds of the bonds of this issue being deposited in trust, pursuant to the terms of a Refunding Trust Agreement, and in conformity to a Resolution of the Council of the City, duly passed and approved.

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a limited purpose trust company ("DTC"), to the Issuer or its agent for

registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other Issuer as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

The Bonds are not subject to redemption prior to maturity.

Ownership of this Bond may be transferred only by transfer upon the books kept for such purpose by Bankers Trust Company, the Registrar. Such transfer on the books shall occur only upon presentation and surrender of this Bond at the office of the Registrar as designated below, together with an assignment duly executed by the owner hereof or his duly authorized attorney in the form as shall be satisfactory to the Registrar. Issuer reserves the right to substitute the Registrar and Paying Agent but shall, however, promptly give notice to registered bondholders of such change. All bonds shall be negotiable as provided in Article 8 of the Uniform Commercial Code and Section 384.31 of the Code of Iowa, subject to the provisions for registration and transfer contained in the Bond Resolution.

And it is hereby represented and certified that all acts, conditions and things requisite, according to the laws and Constitution of the State of Iowa, to exist, to be had, to be done, or to be performed precedent to the lawful issue of this Bond, have been existent, had, done and performed as required by law; that provision has been made for the levy of a sufficient continuing annual tax on all the taxable property within the territory of the Issuer for the payment of the principal and interest of this Bond as the same will respectively become due; that the faith, credit, revenues and resources and all the real and personal property of the Issuer are irrevocably pledged for the prompt payment hereof, both principal and interest; and the total indebtedness of the Issuer including this Bond, does not exceed the constitutional or statutory limitations.

IN TESTIMONY WHEREOF, the Issuer by its Council, has caused this Bond to be signed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk, with the seal of the City printed or impressed hereon, and to be authenticated by the manual signature of an authorized representative of the Registrar, Bankers Trust Company, Des Moines, Iowa.

- Item 11, figure 1 = Date of authentication:
- Item 12, figure 1 = This is one of the Bonds described in the within mentioned Resolution, as registered by Bankers Trust Company.

BANKERS TRUST COMPANY, Registrar

By: \_\_\_\_\_  
Authorized Signature

- Item 13, figure 1 = Registrar and Transfer Agent: Bankers Trust Company

Paying Agent:

Bankers Trust Company

SEE REVERSE FOR CERTAIN DEFINITIONS

- Item 14, figure 1 = (Seal)
- Item 15, figure 1 = (Signature Block)

CITY OF WEST DES MOINES, STATE OF IOWA

By: \_\_\_\_\_ (manual or facsimile signature)  
Mayor

ATTEST:

By: \_\_\_\_\_ (manual or facsimile signature)  
City Clerk

- Item 16, figure 1 = (Assignment Block)  
(Information Required for Registration)

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_ (Social Security or Tax Identification No. \_\_\_\_\_) the within Bond and does hereby irrevocably constitute and appoint \_\_\_\_\_ attorney in fact to transfer the said Bond on the books kept for registration of the within Bond, with full power of substitution in the premises.

Dated: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Person(s) executing this Assignment sign(s) here)

SIGNATURE )  
GUARANTEED) \_\_\_\_\_

IMPORTANT - READ CAREFULLY

The signature(s) to this Power must correspond with the name(s) as written upon the face of the certificate(s) or bond(s) in every particular without alteration or enlargement or any change whatever. Signature guarantee must be provided in accordance with the prevailing standards and procedures of the Registrar and Transfer Agent. Such standards and procedures may require signature to be guaranteed by certain eligible guarantor institutions that participate in a recognized signature guarantee program.

INFORMATION REQUIRED FOR REGISTRATION OF TRANSFER

Name of Transferee(s) \_\_\_\_\_  
 Address of Transferee(s) \_\_\_\_\_  
 Social Security or Tax Identification  
 Number of Transferee(s) \_\_\_\_\_  
 Transferee is a(n):  
 Individual\* \_\_\_\_\_ Corporation \_\_\_\_\_  
 Partnership \_\_\_\_\_ Trust \_\_\_\_\_

\*If the Bond is to be registered in the names of multiple individual owners, the names of all such owners and one address and social security number must be provided.

The following abbreviations, when used in the inscription on the face of this Bond, shall be construed as though written out in full according to applicable laws or regulations:

- TEN COM - as tenants in common
- TEN ENT - as tenants by the entireties
- JT TEN - as joint tenants with rights of survivorship and not as tenants in common
- IA UNIF TRANS MIN ACT - ..... Custodian .....  
 (Cust) (Minor)  
 Under Iowa Uniform Transfers to Minors Act.....  
 (State)

ADDITIONAL ABBREVIATIONS MAY ALSO BE USED THOUGH NOT IN THE ABOVE LIST

Section 14. Closing Documents. The Mayor and City Clerk are authorized and directed to execute, attest, seal and deliver for and on behalf of the City any other additional certificates, documents, or other papers and perform all other acts, including without limitation the execution of all closing documents, as they may deem necessary or appropriate in order to implement and carry out the intent and purposes of this Resolution.

Section 15. Contract Between Issuer and Purchaser. This Resolution constitutes a contract between said City and the purchaser of the Bonds.

Section 16. Non-Arbitrage Covenants. The Issuer reasonably expects and covenants that no use will be made of the proceeds from the issuance and sale of the Bonds issued hereunder which will cause any of the Bonds to be classified as arbitrage bonds within the meaning of Sections 148(a) and (b) of the Internal Revenue Code of the United States, as amended, and that throughout the term of the Bonds it will comply with the requirements of statutes and regulations issued thereunder.

To the best knowledge and belief of the Issuer, there are no facts or circumstances that would materially change the foregoing statements or the conclusion that it is not expected that the proceeds of the Bonds will be used in a manner that would cause the Bonds to be arbitrage bonds.

Any funds received from the Trustee for use of the Paying Agent, to pay principal and interest on the bonds to be refunded shall be held in cash or non-interest bearing demand deposits separate from all other moneys or accounts of the Issuer.

Section 17. Deposit of Proceeds in Escrow. \$3,456,986.73 of the proceeds derived from the sale of the bonds herein authorized, shall be placed in escrow with Bankers Trust Company, N.A. as Trustee under the Refunding Trust Agreement dated as of April 7, 2015, which Trustee shall 1) hold such proceeds in a special and irrevocable trust fund, 2) invest such proceeds only in cash or direct obligations of the United States, and 3) apply such proceeds and earnings thereon only in accordance with the terms and conditions of the Refunding Trust Agreement in such manner that the amounts deposited will be sufficient, without the need of any further investment or reinvestment to retire all of the Refunded Bonds on June 1, 2016, the "Crossover Date", and to pay interest falling due on the Bonds on or before the Crossover Date. All the terms and conditions of the Refunding Trust Agreement are hereby incorporated by reference in this Resolution as if set forth herein in full. The Refunding Trust Agreement is hereby approved and confirmed as binding upon the Issuer, and the Mayor and Clerk are hereby authorized to execute the same on behalf of the Issuer and to authorize the Trustee to call the appropriate Refunded Bonds for redemption on the crossover date pursuant to the provisions of the resolution authorizing their issuance.

Section 18. Approval of Tax Exemption Certificate. Attached hereto is a form of Tax Exemption Certificate stating the Issuer's reasonable expectations as to the use of the proceeds of the Bonds. The form of Tax Exemption Certificate is approved. The Issuer hereby agrees to comply with the provisions of the Tax Exemption Certificate and the provisions of the Tax Exemption Certificate are hereby incorporated by reference as part of this Resolution. The Financial Director is hereby directed to make and insert all calculations and determinations necessary to complete the Tax Exemption Certificate at issuance of the Bonds to certify as to the reasonable expectations and covenants of the Issuer at that date.

Section 19. Continuing Disclosure. The Issuer hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate, and the provisions of the Continuing Disclosure Certificate are hereby incorporated by reference as part of this Resolution and made a part hereof. Notwithstanding any other provision of this Resolution, failure of the Issuer to comply with the Continuing Disclosure Certificate shall not

be considered an event of default under this Resolution; however, any holder of the Bonds or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking specific performance by court order, to cause the Issuer to comply with its obligations under the Continuing Disclosure Certificate. For purposes of this section, "Beneficial Owner" means any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bond (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

Section 20. Additional Covenants, Representations and Warranties of the Issuer. The Issuer certifies and covenants with the purchasers and holders of the Bonds from time to time outstanding that the Issuer through its officers, (a) will make such further specific covenants, representations and assurances as may be necessary or advisable; (b) comply with all representations, covenants and assurances contained in the Tax Exemption Certificate, which Tax Exemption Certificate shall constitute a part of the contract between the Issuer and the owners of the Bonds; (c) consult with Bond Counsel (as defined in the Tax Exemption Certificate); (d) pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Bonds; (e) file such forms, statements and supporting documents as may be required and in a timely manner; and (f) if deemed necessary or advisable by its officers, to employ and pay fiscal agents, financial advisors, attorneys and other persons to assist the Issuer in such compliance.

Section 21. Amendment of Resolution to Maintain Tax Exemption. This Resolution may be amended without the consent of any owner of the Bonds if, in the opinion of Bond Counsel, such amendment is necessary to maintain tax exemption with respect to the Bonds under applicable Federal law or regulations.

Section 22. Repeal of Conflicting Resolutions or Ordinances. All ordinances and resolutions and parts of ordinances and resolutions in conflict herewith are hereby repealed.

Section 23. Severability Clause. If any section, paragraph, clause or provision of this Resolution be held invalid, such invalidity shall not affect any of the remaining provisions hereof, and this Resolution shall become effective immediately upon its passage and approval.

PASSED AND APPROVED this 23<sup>rd</sup> day of March, 2015.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

**EXHIBIT "A"**

**Refunded Bonds**

<b>Principal Amount</b>	<b>Interest Rate</b>	<b>Maturity June 1<sup>st</sup></b>
\$885,000	3.625%	2017
\$920,000	3.650%	2018
\$960,000	3.800%	2019
\$625,000	3.900%	2020



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

**Date: March 23, 2015**

**ITEM:** Rezoning Request – Aspen Valley (fka Brody Place Estates) – Arrow Properties, LLC - Southeast corner of Ashworth Road and future 84<sup>th</sup> Street – 27.5 acres - Rezone the property from Residential Single Family (RS-20) to Residential Single Family (RS-10)  
ZC-002556-2014

**RESOLUTION: Approval of First Reading of Zoning Amendment**

**FINANCIAL IMPACT:** Undetermined.

**BACKGROUND:** The applicant, Arrow Properties, LLC., is requesting approval of an amendment to the Zoning Map for a 27.5 acre property located south of Ashworth Road east of future 84<sup>th</sup> Street, to change the zoning of the property from Residential Single Family (RS-20; 20,000 square foot minimum lot size) to Residential Single Family (RS-10; 10,000 square foot minimum lot size). The Applicant is in process of platting 59 single family lots. The proposed lot size is generally consistent with the existing single family residential immediately to the south and east, as well as property immediately to the east that was zoned to Single-Family Residential (R-1) as part of the Creekside rezoning. The RS-10 zoning requires minimum 10,000sf lot size with 80' lot widths and 35' front and rear yard setbacks; whereas R-1 zoning requires minimum 60' lot width with 30' front yard and 35' rear yard setbacks but no minimum lot size requirement. Staff inquired whether the applicant wished to zone the property to the slightly less restrictive R-1 standards; however, the applicant indicated that because the initial lot layout for the development has been identified and some of the lots already spoken for, they were comfortable with the RS-10 zoning designation.

**Plan and Zoning Commission Action:**

Vote: 5-0 approval, with Commissioners Crowley and Brown absent.

Date: 3/16/2015

Motion: Adopt a resolution recommending the City Council approve the Rezoning Request

**OUTSTANDING ISSUES:** There are no outstanding issues. The applicant has stated that they are in agreement with all of staff's recommendations and conditions. The following items of interest are noted in the attached Plan and Zoning Commission report (see Exhibit I):

- Applicant's Request
- History
- City Council Subcommittee - *Development & Planning, November 6, 2014*
- Staff Review and Comments
  - *Access to properties along Ashworth Road*
  - *Ashworth Road assessment*
- Comprehensive Plan Consistency
- Findings
- Staff Recommendations and Conditions of Approval
- Noticing Information
- Owner/Applicant/Applicant Representative Information

**RECOMMENDATION:** Based upon the preceding review and a finding of consistency with the goals and policies of the Comprehensive Plan, the Plan and Zoning Commission recommends the City Council approve a rezoning from Residential Single Family (RS-20) to Residential Single Family (RS-10), subject to the applicant meeting all City Code requirements and the following conditions of approval:

1. In conjunction with the Final Platting of the subject property, the applicant shall execute an agreement and waiver for Ashworth Road improvements. Agreement should indicate how the obligation will be distributed across existing and newly platted lots.
2. In conjunction with development of the property, Applicant will be responsible for the installation of all standard public improvements, including sidewalks/trails and street lights adjacent to all public streets.

Lead Staff Member: Brian Portz, AICP *BP*

**Staff Reviews:**

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

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

Published In	Des Moines Register Community Section
Date(s) Published	3/6/2015
Letter sent to surrounding property owners	3/4/2015

**SUBCOMMITTEE REVIEW (if applicable)**

Committee	Development & Planning		
Date Reviewed	11/6/2014		
Recommendation	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Split <input type="checkbox"/>

**ATTACHMENTS:**

- Exhibit I - Plan and Zoning Commission Communication
  - Attachment A - Commission Resolution
  - Exhibit A - Conditions of Approval
  - Attachment B - Location Map
  - Attachment C - Rezoning Sketch
- Exhibit II - Ordinance

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

**Meeting Date:** March 16, 2015

**Item:** Rezoning Request – Aspen Valley (fka Brody Place Estates), Southeast corner of Ashworth Road and future 84<sup>th</sup> Street – Rezone the property from Residential Single Family (RS-20) to Residential Single Family (RS-10) – Arrow Properties, LLC – ZC-002556-2014

**Requested Action:** Approval of Rezoning

**Case Advisor:** Brian Portz, AICP *BP*

**Applicant's Request:** The applicant, Arrow Properties, LLC., is requesting approval of an amendment to the Zoning Map for a 27.5 acre property located south of Ashworth Road east of future 84<sup>th</sup> Street, to change the zoning of the property from Residential Single Family (RS-20; 20,000 square foot minimum lot size) to Residential Single Family (RS-10; 10,000 square foot minimum lot size). The Applicant is in process of platting 59 single family lots. The proposed lot size is generally consistent with the existing single family residential immediately to the south and east, as well as property immediately to the east that was zoned to Single-Family Residential (R-1) as part of the Creekside rezoning. The RS-10 zoning requires minimum 10,000sf lot size with 80' lot widths and 35' front and rear yard setbacks; whereas R-1 zoning requires minimum 60' lot width with 30' front yard and 35' rear yard setbacks but no minimum lot size requirement. Staff inquired whether the applicant wished to zone the property to the slightly less restrictive R-1 standards; however, the applicant indicated that because the initial lot layout for the development has been identified and some of the lots already spoken for, they were comfortable with the RS-10 zoning designation.

**History:** This property was annexed into the City as part of the 105<sup>th</sup>/Ashworth Road annexation, approved by the City Council on January 24, 2011. A Comprehensive Plan land use change from Office to Single Family Residential and Rezoning to Single Family Residential RS-20 to allow for 32 single family lots was approved for this property in April 2014. A designation of RS-20 was applied to the property in response to limited sanitary sewer capacity for the area. Since the April 2014 rezoning, the City has annexed the Chase property north of I-80 and approved of a sanitary sewer project that will increase capacity for the area, thus eliminating the need to restrict the development to only 32 lots.

**City Council Subcommittee:** This item was discussed at the November 6, 2015 Development and Planning City Council Subcommittee meeting. No disagreement with the proposed rezoning for the properties included in the request was expressed.

**Staff Review and Comment:** This request was distributed to other City departments and other agencies for their review and comment. There are no outstanding issues. Staff would summarize the following key points of interest on the Rezoning:

- **Access to properties along Ashworth Road:** As a part of the preliminary plat for development of the 59 single family lots, the applicant is accommodating a future street from 84<sup>th</sup> Street that will parallel Ashworth Road for the properties north of this Aspen Valley development in order to allow for development of several properties that front onto and currently access Ashworth Road directly. With potential future improvements to Ashworth Road, access to the properties that currently front onto and access directly to Ashworth Road may be limited to right-in/right-out movements only. This parallel road will allow these properties access to at least 84<sup>th</sup> Street and depending upon development to the east, potentially connect to 81<sup>st</sup> Street allowing future property owners along Ashworth the ability to go west on Ashworth Road.
- **Ashworth Road Assessment:** As part of the original rezoning action for Brody Place Estates, the applicant agreed to evenly divide a potential future assessment for improvements to Ashworth Road among all of the properties included in the plat rather than placing the largest burden of a potential future assessment solely on those properties in the request that front Ashworth Road. Execution of this Agreement and Waiver will occur in conjunction with the Final Platting for Aspen Valley.

**Comprehensive Plan Consistency:** The project has been reviewed for consistency with the Comprehensive Plan. Based upon that review, a finding has been made that the proposed project is consistent with the Comprehensive Plan in that the project is consistent with all of the goals and policies of the Comprehensive Plan and the land use map of the Comprehensive Plan.

**Findings:** This proposed project was distributed to various city departments for review and comment. Based upon that review, the following findings have been made on the proposed project:

1. The proposed development and use is consistent with the West Des Moines Comprehensive Plan in that the project has been reviewed for consistency with the Comprehensive Plan. Based upon that review, a finding has been made that the proposed project is consistent with the Comprehensive Plan in that the project is consistent with all of the goals and policies of the Comprehensive Plan.
2. The proposed development and use does assure compatibility of property uses within the zone and general area in that this project was reviewed by various City Departments for compliance with the Zoning Ordinance.
3. All applicable standards and conditions have been imposed which protects the public health, safety and welfare in that this project was reviewed by various City Departments and public agencies for compliance with the various state and local regulations. Based upon that review a finding is made that the project has been adequately conditioned to protect the health, welfare and safety of the community.
4. There is adequate on-site and off-site public infrastructure to support the proposed development in that this project was reviewed by various public agencies and City Departments and public utilities to ensure that either the petitioner will construct or the project has been conditioned to construct adequate public infrastructure to serve the development.
5. The proposed development and use has met the requirements contained in the City Code in that this project was reviewed by various City Departments and the project has complied with or has been conditioned to comply with all City Code requirements.
6. The proposed development and use is in keeping with the scale and nature of the surrounding neighborhood in that the proposed project is consistent with the zoning designation and Comprehensive Plan which designates this site as suitable for development such as that proposed by this project.

**Staff Recommendation And Conditions Of Approval:** Based upon the preceding review and a finding of consistency with the goals and policies of the Comprehensive Plan, staff recommends the Plan and Zoning Commission adopt a resolution recommending the City Council approve the Rezoning of the property from Residential Single Family (RS-20) to Residential Single Family (RS-10), subject to the applicant meeting all City Code requirements and the following:

1. In conjunction with the Final Platting of the subject property, the applicant shall execute an agreement and waiver for Ashworth Road improvements. Agreement should indicate how the obligation will be distributed across existing and newly platted lots.
2. In conjunction with development of the property, Applicant will be responsible for the installation of all standard public improvements, including sidewalks/trails and street lights adjacent to all public streets.

**Noticing Information:** On March 6, 2015, notice for the March 16, 2015, Plan and Zoning Commission and March 23, 2015, City Council Public Hearings on this project was published in the Des Moines Register Community Section. Notice of these public hearings was also mailed to all surrounding property owners within 370 feet of the subject property on March 4, 2015.

**Property Owner/Applicant:** Arrow Properties, LLC  
773 NE 47<sup>th</sup> Place  
Des Moines, Iowa 50313

**Applicant's Representative:** Brad Cooper  
Cooper Crawford & Associates, LLC  
475 S. 50<sup>th</sup> Street, Suite 800  
West Des Moines, Iowa 50265  
bcooper@cooper-crawford.com

**ATTACHMENTS:**

Attachment A	-	Plan and Zoning Commission Resolution
Exhibit A	-	Conditions of Approval
Attachment B	-	Location Map
Attachment C	-	Proposed Rezoning Sketch Map

## RESOLUTION NO. PZC -15-009

**A RESOLUTION OF THE PLAN AND ZONING COMMISSION OF THE CITY OF WEST DES MOINES, RECOMMENDING TO THE CITY COUNCIL THAT IT APPROVE AN AMENDMENT TO THE ZONING MAP FOR THE 27.521 ACRES GENERALLY LOCATED AT THE SOUTHEAST CORNER OF FUTURE 84TH STREET AND ASHWORTH ROAD, TO AMEND THE ZONING DESIGNATION FROM RESIDENTIAL SINGLE FAMILY (RS-20) TO RESIDENTIAL SINGLE FAMILY (RS-10)**

WHEREAS, pursuant to the provisions of Title 9, Chapter 1 et seq, of the West Des Moines Municipal Code, the applicant, Arrow Properties, LLC, has requested approval of the Rezoning Request to change the zoning from Residential Single Family (RS-20) to Residential Single Family (RS-10); for the 27.521 acres generally located at the southeast corner of Ashworth Road and future 84th Street and legally described as:

**Legal Description:**

A TRACT OF LAND BEING A PART OF THE NORTH ½ OF THE NORTHWEST ¼ OF SECTION 11, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE 5<sup>TH</sup> P.M., WEST DES MOINES, DALLAS COUNTY, IOWA. SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH ¼ CORNER OF SECTION 11, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE 5<sup>TH</sup> P.M., WEST DES MOINES, DALLAS COUNTY, IOWA; THENCE S83°44'49"W, 750.73 FEET ALONG THE NORTH LINE OF THE NORTHWEST ¼ OF SAID SECTION 11; THENCE S00°23'44"W, 45.30 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S00°23'44"W, 421.84; THENCE N83°44'49"E, 104.66 FEET; THENCE S00°21'51"W, 73.37 FEET; THENCE N83°44'49"E, 161.94 FEET; THENCE S00°21'51"W, 773.61 FEET TO THE NORTH LINE OF HERITAGE HILLS PLAT 4, AN OFFICIAL PLAT, WEST DES MOINES, DALLAS COUNTY, IOWA AND TO THE SOUTH LINE OF THE NORTH ½ OF THE NORTHWEST ¼ OF SAID SECTION 11; THENCE S83°37'23"W, 1168.41 FEET ALONG SAID NORTH LINE AND SAID SOUTH LINE; THENCE N00°15'34"E, 1271.06 FEET TO THE SOUTH RIGHT-OF-WAY OF ASHWORTH ROAD AS IT IS PRESENTLY ESTABLISHED; THENCE N83°44'49"E, 338.98 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE; THENCE S00°13'12"W, 299.61 FEET; THENCE N83°42'07"E, 177.93 FEET; THENCE N84°55'15"E, 119.09 FEET; THENCE N87°54'05"E, 207.05 FEET; THENCE N00°29'56"E 317.20 FEET TO SAID SOUTH RIGHT-OF-WAY LINE; THENCE N83°44'49"E, 58.10 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 27.521 ACRES MORE OR LESS.

SAID TRACT OF LAND BEING SUBJECT TO ALL EASEMENTS OF RECORD.

WHEREAS, studies and investigations were made, and staff reports and recommendations were submitted which is made a part of this record and herein incorporated by reference;

WHEREAS, on March 16, 2015, this Commission held a duly-noticed hearing to consider the application for the Rezoning Request (ZC-002556-2014);

**NOW, THEREFORE, THE PLAN AND ZONING COMMISSION OF THE CITY OF WEST DES MOINES DOES RESOLVE AS FOLLOWS:**

**SECTION 1.** The findings, for approval, in the staff report, dated March 16, 2015, or as amended orally at the Plan and Zoning Commission hearing of March 16, 2015, are adopted.

**SECTION 2.** REZONING REQUEST (ZC-002556-2014) to change the zoning of the 27.521 acres generally located at the southeast corner of future 84th Street and Ashworth Road from Residential Single Family (RS-20) to Residential Single Family (RS-10) is recommended to the City Council for approval, subject to compliance with all the conditions in the staff report, dated March 16, 2015, including conditions added at the Hearing, and attached hereto as Exhibit "A", if any. Violation of any such conditions shall be grounds for revocation of the permit, as well as any other remedy which is available to the City.

**PASSED AND ADOPTED** on March 16, 2015.

  
Erica Andersen, Chair  
Plan and Zoning Commission

ATTEST:

  
Recording Secretary

I HEREBY CERTIFY that the foregoing resolution was duly adopted by the Plan and Zoning Commission of the City of West Des Moines, Iowa, at a regular meeting held on March 16, 2015, by the following vote:

AYES: Gosta, Hatfield, Andersen, Cownie, Erickson

NAYS:

ABSTENTIONS:

ABSENT: Brown, Crowley

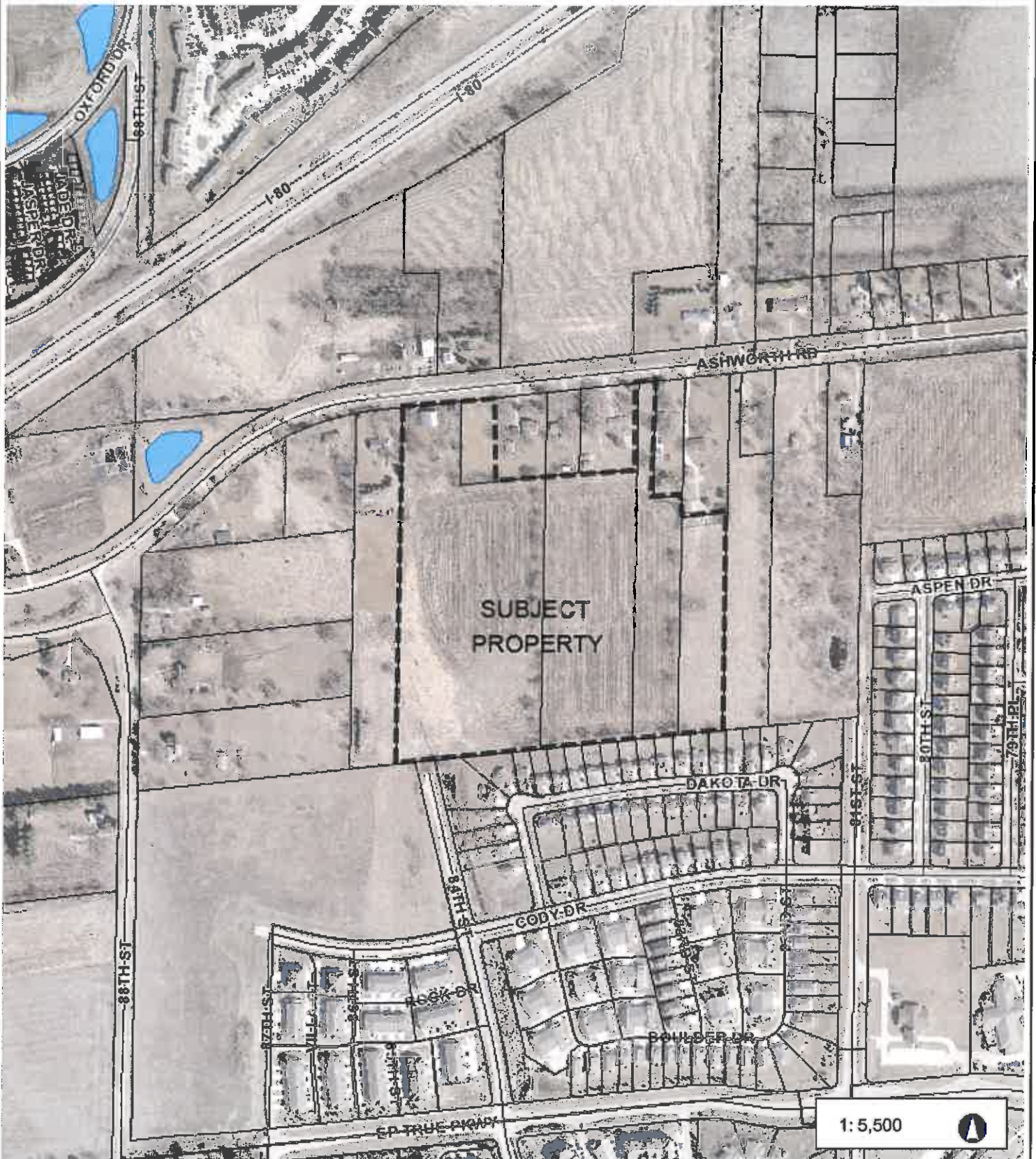
ATTEST:

  
Recording Secretary

**Exhibit A**  
**Conditions of Approval**

1. In conjunction with the Final Platting of the subject property, the applicant shall execute an agreement and waiver for Ashworth Road improvements. Agreement should indicate how the obligation will be distributed across existing and newly platted lots.
2. In conjunction with development of the property, Applicant will be responsible for the installation of all standard public improvements, including sidewalks/trails and street lights adjacent to all public streets.





1: 5,500 

916.7 0 458.33 916.7 Feet

NAD\_1983\_StatePlane\_Iowa\_South\_FIPS\_1402\_Feet  
© City of West Des Moines, Iowa

Disclaimer: The City of West Des Moines makes no warranties regarding the accuracy or completeness of the data provided herein.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

# REZONING SKETCH ASPEN VALLEY

**APPLICANT**  
ARROW PROPERTIES  
773 NE 47th PLACE  
DES MOINES, IOWA 50315

**ATTACHMENT C**

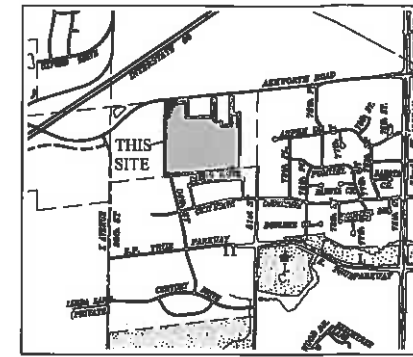
**OWNERS**

FINK ENTERPRISES, LC  
9421 ASHWORTH ROAD  
WEST DES MOINES, IOWA  
50266-5819

GORDEN P. & LOIS E. DOERR  
15678 SHERIDAN AVENUE  
CLIVE, IOWA 50325

JACK C. & RENAE C. MURPHY  
02265B DOOLEY DRIVE, UHIT AI  
GENEVA, ILLINOIS 60134

JUDITH ANN BIGSBY  
1814 BIRCH COURT  
LEWISTON, IDAHO 83501



**VICINITY SKETCH** NORTH SCALE: 1"=1500'

**ZONING**  
EXISTING: RS-20 SINGLE FAMILY RESIDENTIAL  
PROPOSED: RS-10 SINGLE FAMILY RESIDENTIAL

**COMPREHENSIVE PLAN LAND USE**  
EXISTING: SINGLE FAMILY RESIDENTIAL (SF)  
PROPOSED: SINGLE FAMILY RESIDENTIAL (SF)

**LAND USE DENSITIES**  
EXISTING: VACANT  
PROPOSED: 1.89 LOTS/ACRE

**BULK REGULATIONS**  
SETBACKS  
FRONT-35'  
REAR-35'  
SIDE-8' MIN. (20' TOTAL)  
MIN. LOT WIDTH-50'  
MIN. LOT AREA-10,000 S.F.  
MIN. STREET FRONTAGE-40'

**ADJACENT PROPERTY OWNERS**

HERITAGE HILLS PLAT 4	
LOT 5	BRYAN & MARTIN RYAN 794 82nd STREET WEST DES MOINES, IA 50266
LOT 6	MADRETT CUTLER 747 82nd STREET WEST DES MOINES, IA 50266
LOT 7	SHAWN F. SCHLEGEL 8203 DAKOTA DRIVE WEST DES MOINES, IA 50266
LOT 8	JASON K. & TRISHA GASPÁROVICH 8211 DAKOTA DRIVE WEST DES MOINES, IA 50266
LOT 9	JANET VRBA 8219 DAKOTA DRIVE WEST DES MOINES, IA 50266
LOT 10	HQAI & TRAM VUONG 8227 DAKOTA DRIVE WEST DES MOINES, IA 50266
LOT 11	MICHAEL OSLER 8235 DAKOTA DRIVE WEST DES MOINES, IA 50266
LOT 12	GREGORY JACOBS 8243 DAKOTA DRIVE WEST DES MOINES, IA 50266
LOT 13	PHILLIP D. & MELISSA M. McCULLOUGH 8251 DAKOTA DRIVE WEST DES MOINES, IA 50266
LOT 14	GERTRUDE UDOUTIN 8259 DAKOTA DRIVE WEST DES MOINES, IA 50266
LOT 15	TODD A. HANSEN & JENNIFER L. RAES 8267 DAKOTA DRIVE WEST DES MOINES, IA 50266
LOT 16	CAROL HIBNER 8275 DAKOTA DRIVE WEST DES MOINES, IA 50266
LOT 17	CURTIS RUSSELL 8303 DAKOTA DRIVE WEST DES MOINES, IA 50266
LOT 18	KARA REESE 8315 DAKOTA DRIVE WEST DES MOINES, IOWA 50266
LOT 19	DMITRY ALEXANDROVICH YARUSHKIN & YANG YANG 116 S. 62nd STREET WEST DES MOINES, IA 50266
LOT 20	JACOB A. & ANDREA M. GILLMOR 8339 DAKOTA DRIVE WEST DES MOINES, IA 50266
LOT 21	VEERA MUTHIAH & GEETHA NAGARAJAN 8351 DAKOTA DRIVE WEST DES MOINES, IA 50266
LOT 22	KELLY BROWN 8363 DAKOTA DRIVE WEST DES MOINES, IA 50266
LOT 23	DOUGLAS J. & ARY J. HARMS 8375 DAKOTA DRIVE WEST DES MOINES, IA 50266
LOT 24	RYAN B. BLANE & GIAO T. GUYNH 760 SIENNA RIDGE DRIVE WEST DES MOINES, IA 50266
LOT 25	ALLISON M. & THOMAS C. LINDNER 740 SIENNA RIDGE DRIVE WEST DES MOINES, IA 50266

**LEGAL DESCRIPTION**

A tract of land being a part of the North 1/2 of the Northwest 1/4 of Section 11, Township 78 North, Range 26 West of the 5th P.M., West Des Moines, Dallas County, Iowa. Said tract of land being more particularly described as follows:

Commencing at the North 1/2 Corner of Section 11, Township 78 North, Range 26 West of the 5th P.M., West Des Moines, Dallas County, Iowa; thence S83°44'49"W, 750.73 feet along the North Line of the Northwest 1/4 of said Section 11; thence S00°23'44"W, 45.30 feet to the Point of Beginning; thence continuing S00°23'44"W, 421.84 feet; thence N83°44'49"E, 104.66 feet; thence S00°21'51"W, 73.37 feet; thence N83°44'49"E, 161.94 feet; thence S00°21'51"W, 773.61 feet to the North Line of Heritage Hills Plat 4, an Official Plat, West Des Moines, Dallas County, Iowa and to the South Line of the North 1/2 of the Northwest 1/4 of said Section 11; thence S83°37'23"W, 1168.41 feet along said North Line and said South Line; thence N00°15'34"E, 1271.06 feet to the South Right-of-Way of Ashworth Road as it is presently established; thence N83°44'49"E, 338.98 feet along said South Right-of-Way Line; thence S00°13'12"W, 299.61 feet; thence N83°42'07"E, 177.93 feet; thence N84°55'15"E, 119.09 feet; thence N87°54'05"E, 207.05 feet; thence N00°29'56"E 317.20 feet to said South Right-of-Way Line; thence N83°44'49"E, 58.10 feet along said South Right-of-Way Line to the Point of Beginning.

Said tract of land contains 27.521 acres more or less.  
Said tract of land being subject to all easements of record.

**NOTES**

1. LOTS 'A', 'B', 'C', 'D', 'E', 'F', 'G' AND 'H' TO BE DEEDED TO THE CITY OF WEST DES MOINES FOR PUBLIC STREET.

**LEGEND**

EXISTING/PROPOSED	
---	REZONING/COMPREHENSIVE PLAN BOUNDARY
---	SAN" --- SANITARY SEWER & SIZE
---	ST" --- STORM SEWER & SIZE
---	M" --- WATER MAIN & SIZE
---	UGE --- UNDERGROUND ELECTRIC CABLE
---	UGT --- UNDERGROUND TELEPHONE CABLE
---	OHW --- OVERHEAD WIRE
---	CTV --- UNDERGROUND CABLE TV
---	G" --- GAS MAIN & SIZE
○	MANHOLE
□	STORM INTAKE
+	FIRE HYDRANT
▽	VALVE
▴	FLARED END SECTION
□	LIGHT POLE
□	POWER POLE
□	UTILITY BOX/ TELEPHONE RISER
□	LOT ADDRESS
○	SET 1/2" I.R.
●	1/4" YELLOW CAP #13156
●	FOUND CORNER AS NOTED

**COOPER CRAWFORD & ASSOCIATES, L.L.C.**  
CIVIL ENGINEERS

475 S. 50th STREET, SUITE 800, WEST DES MOINES, IOWA 50265  
PHONE: (515) 224-1344 FAX: (515) 224-1345

DATE: 11-14-2014  
REVISIONS: 12-15-2014  
3-11-2015

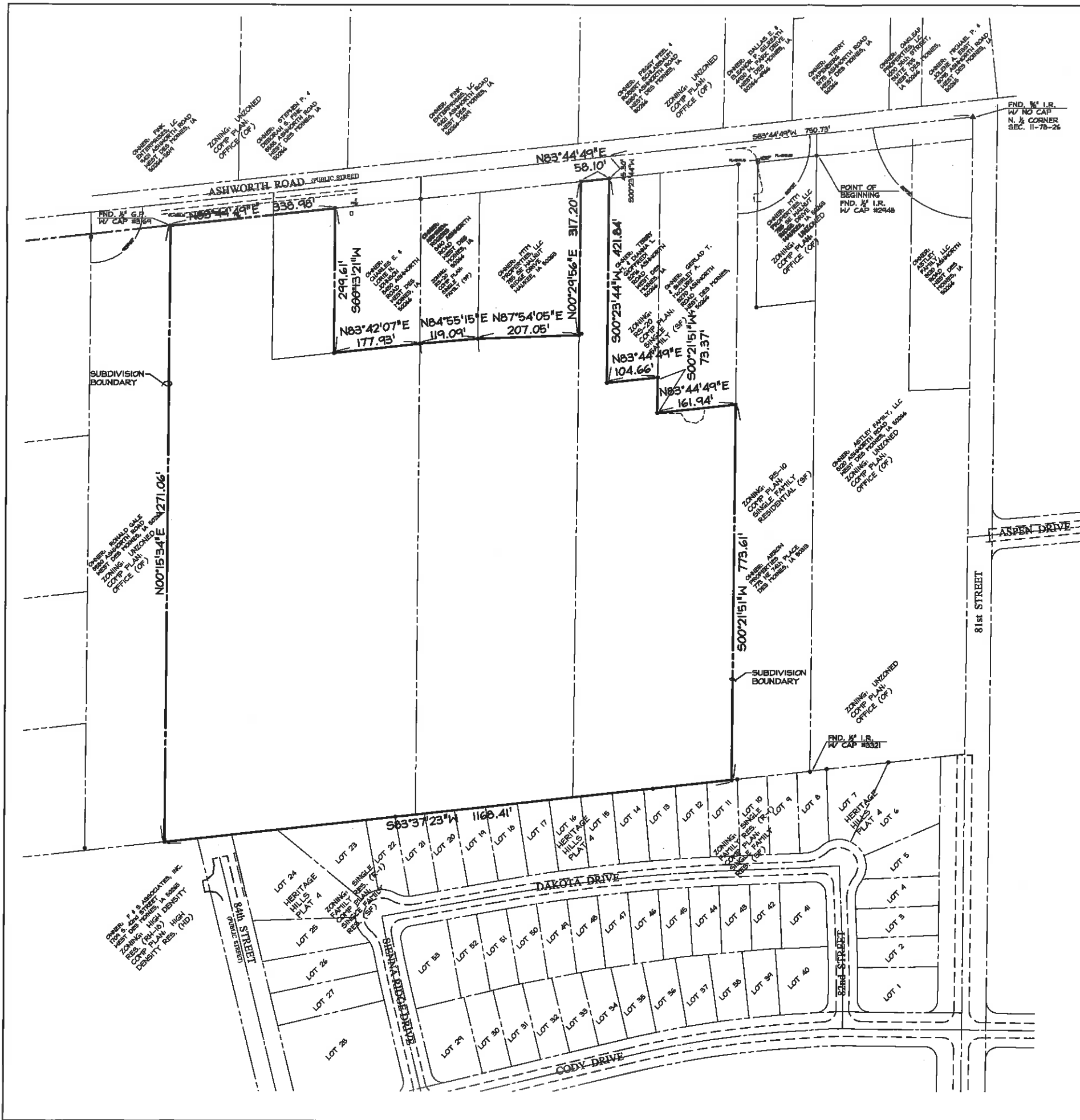
SCALE: 1"=100'

APPROVED: \_\_\_\_\_ INITIALED: \_\_\_\_\_ AS-BUILT: \_\_\_\_\_

**REZONING SKETCH  
ASPEN VALLEY**

**CC 1694**

SHEET 1 OF 1



Prepared by: B. Portz, 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, P. O. Box 65320, West Des Moines, IA 50265-0320

**ORDINANCE NO.**

**AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP AND THE CITY CODE OF THE CITY OF WEST DES MOINES, IOWA, 2014, BY AMENDING TITLE 9: ZONING, CHAPTER 4: ZONING DISTRICTS AND MAP**

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

**SECTION 1. AMENDMENT:** The Zoning Map of the City of West Des Moines, Iowa, is hereby amended by rezoning the following legally described property from Residential Single Family (RS-20) to Residential Single Family (RS-10):

**Legal Description**

A TRACT OF LAND BEING A PART OF THE NORTH ½ OF THE NORTHWEST ¼ OF SECTION 11, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE 5<sup>TH</sup> P.M., WEST DES MOINES, DALLAS COUNTY, IOWA. SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH ¼ CORNER OF SECTION 11, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE 5<sup>TH</sup> P.M., WEST DES MOINES, DALLAS COUNTY, IOWA; THENCE S83°44'49"W, 750.73 FEET ALONG THE NORTH LINE OF THE NORTHWEST ¼ OF SAID SECTION 11; THENCE S00°23'44"W, 45.30 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S00°23'44"W, 421.84; THENCE N83°44'49"E, 104.66 FEET; THENCE S00°21'51"W, 73.37 FEET; THENCE N83°44'49"E, 161.94 FEET; THENCE S00°21'51"W, 773.61 FEET TO THE NORTH LINE OF HERITAGE HILLS PLAT 4, AN OFFICIAL PLAT, WEST DES MOINES, DALLAS COUNTY, IOWA AND TO THE SOUTH LINE OF THE NORTH ½ OF THE NORTHWEST ¼ OF SAID SECTION 11; THENCE S83°37'23"W, 1168.41 FEET ALONG SAID NORTH LINE AND SAID SOUTH LINE; THENCE N00°15'34"E, 1271.06 FEET TO THE SOUTH RIGHT-OF-WAY OF ASHWORTH ROAD AS IT IS PRESENTLY ESTABLISHED; THENCE N83°44'49"E, 338.98 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE; THENCE S00°13'12"W, 299.61 FEET; THENCE N83°42'07"E, 177.93 FEET; THENCE N84°55'15"E, 119.09 FEET; THENCE N87°54'05"E, 207.05 FEET; THENCE N00°29'56"E 317.20 FEET TO SAID SOUTH RIGHT-OF-WAY LINE; THENCE N83°44'49"E, 58.10 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 27.521 ACRES MORE OR LESS.

SAID TRACT OF LAND BEING SUBJECT TO ALL EASEMENTS OF RECORD

**SECTION 2. 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 3. VIOLATIONS AND PENALTIES.** Any person who violates the provisions of this Ordinance upon conviction shall be punished as set forth in title 1, Chapter 4, Section 1 and Section 2 of the City Code of the City of West Des Moines, Iowa.

**SECTION 4. 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 5. 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

I certify that the foregoing was published as Ordinance No. \_\_\_\_\_ on the \_\_\_\_ day of \_\_\_\_\_, 2015.

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

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

**Date: March 23 2015**

**ITEM:** South Water Tower Place PUD, 4055 and 4001 Westown Parkway – Amend South Water Tower Place PUD architectural standards – City initiated – ZC-002627-2015

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

**FINANCIAL IMPACT:** Undetermined.

**BACKGROUND:** The owner of the building at 4001 Westown Parkway is proposing a modification to the front façade of the building as a part of a Major Modification to the site. The proposal is to add a wood screening structure to the front façade and new vestibule entrance with a covered patio area. The proposed wood screening doesn't meet the current requirements of the architecture section of the South Water Tower Place PUD. Staff has no concerns with the proposed architecture of the building and is supportive of the wood wall element. This amendment to the PUD proposes modifications to the architecture section of the PUD to accommodate the changes to the building façade while still blending in with the adjacent building within the PUD (4055 Westown Parkway) and also with other buildings in the area outside of the South Water Tower Place PUD. The proposed changes will also apply to the building at 4055 Westown Parkway, which is also a part of the South Water Tower Place PUD. Staff met with Richard Hurd, owner of the 4055 Westown Parkway building, to explain the proposed changes. Mr. Hurd is in agreement with the proposed amendment and architectural design of the building located at 4001 Westown Pkwy.

It should be noted, also under consideration at tonight's meeting is the Major Modification to Site Plan request. Illustration of the wood wall element is attached to the staff report for the Keller Williams Major Modification.

**Plan and Zoning Commission Action:**

Vote: 5-0 Approval, with Commissioners Crowley and Brown absent

Date: March 16, 2015

Motion: Adopt a resolution recommending the City Council approve the proposed amendment to the PUD Ordinance.

**OUTSTANDING ISSUES:** There are no outstanding issues. The following items of interest are noted in the attached Plan and Zoning Commission report (see Exhibit I):

- Request
- History
- City Council Subcommittee – *Development and Planning: November 6, 2014*
- Staff Review and Comments
- Comprehensive Plan Consistency
- Findings
- Staff Recommendations and Conditions of Approval
- Noticing Information
- Owners/Applicant Representative Information

**RECOMMENDATION:** Based upon the preceding review and a finding of consistency with the Comprehensive Plan, the Plan and Zoning Commission recommends the City Council approve the first reading of an ordinance amendment to the South Water Tower Place PUD to modify the architectural standards section of the PUD, subject to the applicant meeting all City Code requirements.

Lead Staff Member: Brian Portz 

**STAFF REVIEWS:**

Department Director	UK J RTJ
Appropriations/Finance	
Legal	
Agenda Acceptance	

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

Published In	<i>Des Moines Register</i>	
Date(s) Published	March 6, 2015	
Letter sent to surrounding property owners		March 3, 2015

**SUBCOMMITTEE REVIEW (if applicable)**

Committee	Development and Planning		
Date Reviewed	November 6, 2014		
Recommendation	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Split <input type="checkbox"/>

**ATTACHMENTS:**

- Exhibit I - Plan and Zoning Communication
- Attachment A - Plan and Zoning Commission Resolution
- Exhibit A - Conditions of Approval
- Attachment B - Location Map
- Attachment C - Proposed PUD Ordinance Amendment

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

**Meeting Date:** March 16, 2015

**Item:** South Water Tower Place PUD, 4055 and 4001 Westown Parkway – Amend  
South Water Tower Place PUD architectural standards – City initiated –  
ZC -002627-2015

**Requested Action:** Approval of Rezoning Request

**Case Advisor:** Brian S. Portz, AICP *BP*

**Applicant's Request:** The owner of the building at 4001 Westown Parkway is proposing a modification to the front façade of the building as a part of a Major Modification to the site. The proposal is to add a wood screening structure to the front façade and new vestibule entrance with a covered patio area. The proposed wood screening doesn't meet the current requirements of the architecture section of the South Water Tower Place PUD. Staff has no concerns with the proposed architecture of the building and is supportive of the wood wall element. This amendment to the PUD proposes modifications to the architecture section of the PUD to accommodate the changes to the building façade while still blending in with the adjacent building within the PUD (4055 Westown Parkway) and also with other buildings in the area outside of the South Water Tower Place PUD. The proposed changes will also apply to the building at 4055 Westown Parkway, which is also a part of the South Water Tower Place PUD. Staff met with Richard Hurd, owner of the 4055 Westown Parkway building, to explain the proposed changes. Mr. Hurd is in agreement with the proposed amendment and architectural design of the building located at 4001 Westown Pkwy.

The Major Modification proposed for the façade changes to 4001 Westown Parkway is also being presented for consideration at this meeting.

**History:** The City Council approved a Rezoning Request to establish the South Water Tower Place PUD on July 31, 1995. There have been no amendments to the PUD since its original adoption.

**City Council Subcommittee:** This item was presented at the November 6, 2014 Development and Planning City Council Subcommittee as an informational item. No disagreement with the proposal was expressed. The Subcommittee indicated that they liked the proposed changes to the façade, including the wood wall component.

**Staff Review and Comment:** This request was distributed to other City departments and other agencies for their review and comment.

**Comprehensive Plan Consistency:** The project has been reviewed for consistency with the Comprehensive Plan. Based upon that review, a finding has been made that the proposed project is consistent with the Comprehensive Plan in that the project is consistent with all of the goals and policies of the Comprehensive Plan and the land use map of the Comprehensive Plan.

**Findings:** This proposed project was distributed to various city departments for review and comment. Based upon that review, the following findings have been made on the proposed project:

1. The proposed development and use is consistent with the West Des Moines Comprehensive Plan in that the project has been reviewed for consistency with the Comprehensive Plan. Based upon that review, a finding has been made that the proposed project is consistent with the Comprehensive Plan in that the project is consistent with all of the goals and policies of the Comprehensive Plan.
2. The proposed development and use does assure compatibility of property uses within the zone and general area in that this project was reviewed by various City Departments for compliance with the Zoning Ordinance.

3. All applicable standards and conditions have been imposed which protects the public health, safety and welfare in that this project was reviewed by various City Departments and public agencies for compliance with the various state and local regulations. Based upon that review a finding is made that the project has been adequately conditioned to protect the health, welfare and safety of the community.
4. There is adequate on-site and off-site public infrastructure to support the proposed development in that this project was reviewed by various public agencies and City Departments and public utilities to ensure that either the petitioner will construct or the project has been conditioned to construct adequate public infrastructure to serve the development.
5. The proposed development and use has met the requirements contained in the City Code in that this project was reviewed by various City Departments and the project has complied with or has been conditioned to comply with all City Code requirements.
6. The proposed development and use is in keeping with the scale and nature of the surrounding neighborhood in that the proposed project is consistent with the zoning designation and Comprehensive Plan which designates this site as suitable for development such as that proposed by this project.

**Staff Recommendation And Conditions Of Approval:** Based upon the preceding review and a finding of consistency with the goals and policies of the Comprehensive Plan, staff recommends the Plan and Zoning Commission adopt a resolution recommending the City Council approve an amendment to the South Water Tower Place PUD to amend the architectural standards section of the PUD, subject to the applicant meeting all City Code requirements.

**Noticing Information:** On March 6, 2015, notice for the March 16, 2015, Plan and Zoning Commission and March 23, 2015, City Council Public Hearings on this project was published in the Des Moines Register Community Section. Notice of these public hearings was also mailed to all surrounding property owners within 370 feet of the subject property on March 3, 2015.



**Property Owners:**

*4055 Westown Parkway*  
Hurd Real Estate Services  
2000 Fuller Road  
West Des Moines, IA 50265  
[Richard.hud@hurdf Realty.com](mailto:Richard.hud@hurdf Realty.com)

*4001 Westown Parkway*  
Golden Circle Investments, LLC  
1248 8<sup>th</sup> Street, Suite 200  
West Des Moines, IA 50265  
Attn: Joe Yamen  
[jyamen@gwestoffice.net](mailto:jyamen@gwestoffice.net)

**Applicant's Representative:**

Hogan Law Firm  
3101 Ingersoll Avenue  
Des Moines, IA 50312  
Attn: Tim Hogan  
[tim@hoganlawoffice.net](mailto:tim@hoganlawoffice.net)

**Attachments:**

- Attachment A - Plan and Zoning Commission Resolution
- Exhibit A - Conditions
- Attachment B - Location Map
- Attachment C - Proposed PUD Ordinance Amendment

RESOLUTION NO. PZC -15-010

**A RESOLUTION OF THE PLAN AND ZONING COMMISSION OF THE CITY OF WEST DES MOINES, RECOMMENDING TO THE CITY COUNCIL THAT IT APPROVE AN AMENDMENT TO THE SOUTH WATER TOWER PLACE PUD TO MODIFY LANGUAGE RELATING TO THE ARCHITECTURAL SECTION OF THE PUD**

**WHEREAS**, pursuant to the provisions of Title 9, Chapter 1 et seq, of the West Des Moines Municipal Code, the applicant, Golden Circle Investments, LLC, has requested an amendment to the South Water Tower Place PUD (ZC-002627-2015) to amend the architectural section of the PUD.

**WHEREAS**, studies and investigations were made, and staff reports and recommendations were submitted which is made a part of this record and herein incorporated by reference;

**WHEREAS**, on March 16, 2015, this Commission held a duly-noticed hearing to consider the application for Rezoning Request (ZC-002627-2015);

**NOW, THEREFORE, THE PLAN AND ZONING COMMISSION OF THE CITY OF WEST DES MOINES DOES RESOLVE AS FOLLOWS:**

**SECTION 1.** The findings, for approval, in the staff report, dated March 16, 2015, or as amended orally at the Plan and Zoning Commission hearing of March 16, 2015, are adopted.

**SECTION 2.** REZONING REQUEST (ZC-002627-2015) to amend the architectural section of the PUD is recommended to the City Council for approval, subject to compliance with all the conditions in the staff report, dated March 16, 2015, including conditions added at the Hearing, and attached hereto as Exhibit "A", if any. Violation of any such conditions shall be grounds for revocation of the permit, as well as any other remedy which is available to the City.

**PASSED AND ADOPTED** on March 16, 2015.

  
Erica Andersen, Chairperson  
Plan and Zoning Commission

ATTEST:

  
Recording Secretary

I HEREBY CERTIFY that the foregoing resolution was duly adopted by the Plan and Zoning Commission of the City of West Des Moines, Iowa, at a regular meeting held on March 16, 2015, by the following vote:

AYES: Cownie, Erickson, Andersen, Costa, Hatfield

NAYS:

ABSTENTIONS:

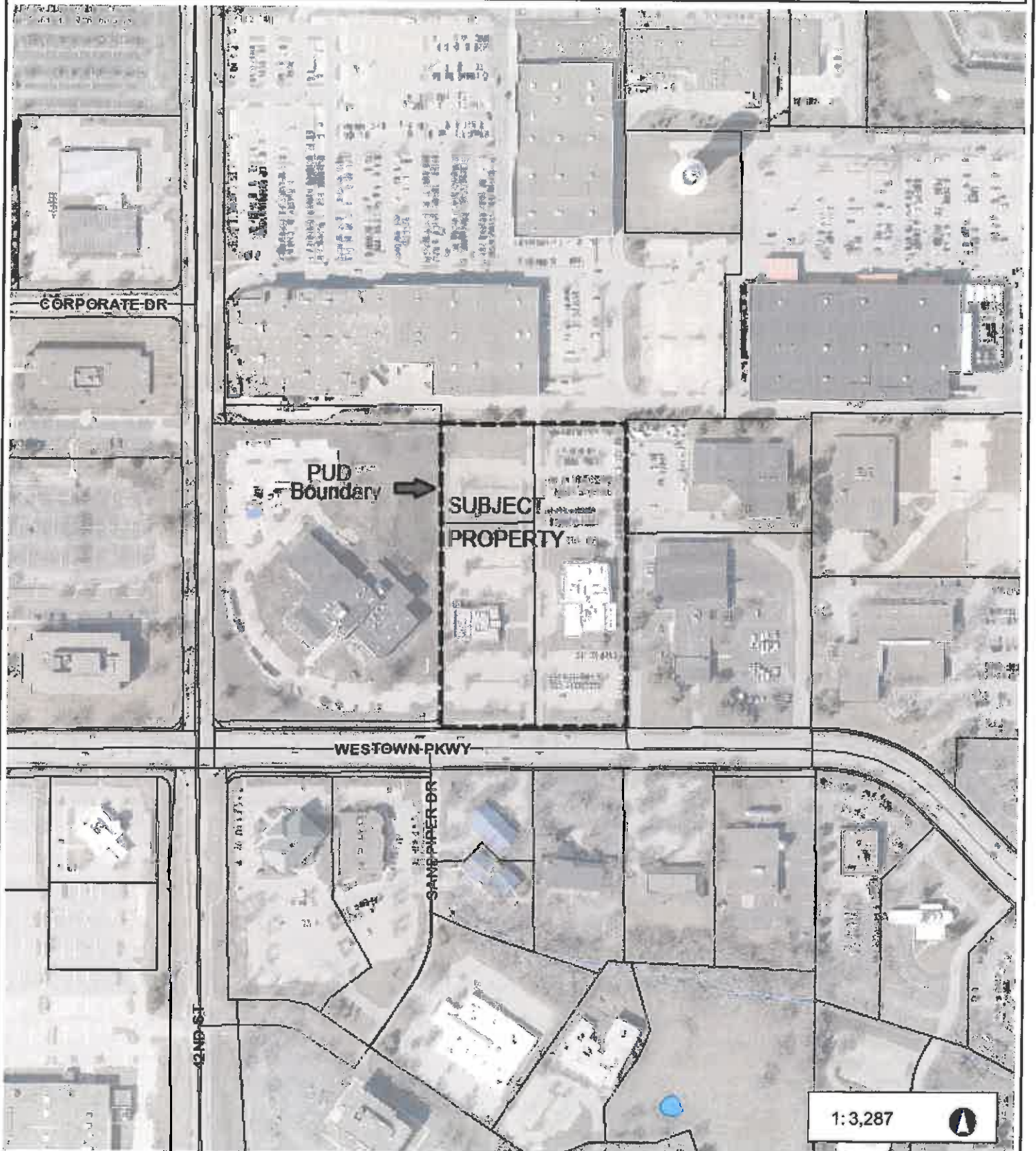
ABSENT: Brown, Crowley

ATTEST:

  
Recording Secretary

**Exhibit A**  
**Conditions of Approval**

1. No conditions of approval.



547.9 0 273.96 547.9 Feet

NAD\_1983\_StatePlane\_Iowa\_South\_FIPS\_1402\_Feet  
© City of West Des Moines, Iowa

Disclaimer: The City of West Des Moines makes no warranties regarding the accuracy or completeness of the data herein.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

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

**ORDINANCE NO.**

**AN ORDINANCE AMENDING THE CITY CODE OF THE CITY OF WEST DES MOINES, IOWA, 2015, AND ORDINANCE #1147, 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 #1147, pertaining to the **South Water Tower Place Planned Unit Development (PUD)**, Section 043-02: *Conditions*; Subsection B: *Land Use Design Criteria*; Subsection 2: *Architecture*; is hereby amended by deleting the following highlighted text and adding the following bolded italicized text:

1. Architecture: ~~Architectural design and use of materials for the construction of any building within the property shall be accomplished in a manner compatible with PCP Professional Commerce Park Zone District building materials. The architectural design of any building shall be acceptable to the City and all buildings within the property shall have as a primary element of the exterior being face brick with all sides of any building built on the property consistent in design and use of materials. No wood, masonite, visible asphaltic exterior wall or roof material, aluminum siding, nonarchitectural sheet metal, concrete block, or other similar materials shall constitute a portion of any building except as a trim material, unless the City Council of West Des Moines, after having received a recommendation from the Planning and Zoning Commission of West Des Moines shall determine said material when used as a primary element, enhances the physical appearance, or provides continuity desired to unite all structures within the property together into one project concept.~~

1. Architecture: ***The architectural design of any building within this development shall be acceptable to the City. Corporate or franchise architecture is prohibited.***

***Building design within the development shall provide facades that are varied in height and massing, articulated to provide visual interest thru the use of fenestration, materials and design elements, and establish a unique identity that responds to the context of its surroundings. All sides to each building shall receive high quality treatment (360 degree architecture). There are no "backs" to a building. Entrances into buildings should be easily identified through the use of building design and detailing. Materials should change with the change in building plane and be organized to provide the appearance of three-dimensional elements. Buildings shall provide visual cohesiveness through the use of colors, materials,***

*and design elements that are similar to or complimentary to adjacent buildings. Trim and structural elements such as posts or columns shall be sized to the scale of the building.*

*Materials should be durable, economically maintained and of a quality that will maintain their appearance over a prolonged time such as face brick, stone or architectural concrete and metal panels. Natural materials such as wood or composite materials such as fiber cement and other similar materials shall not constitute any portion of any building, except as a trim material, unless it can be demonstrated that the material can provide the same level of durability and quality as noted above. Use of vinyl materials is prohibited.*

**SECTION 2. 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 3. 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 4. 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 5. 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

CITY OF WEST DES MOINES  
CITY COUNCIL MEETING COMMUNICATION

ITEM: Amendment No. 1 to Alluvion Urban Renewal Area – Approval of Urban Renewal Plan Amendment - City-initiated DATE: March 23, 2015

RESOLUTION: Approval of Urban Renewal Plan Amendment

**FINANCIAL IMPACT:** The City anticipates spending up to approximately \$62 million, plus financing costs, which will include road improvements of up to \$23 million, water storage/wells of up to \$6 million, water distribution lines of up to \$9.5 million, sanitary sewer improvements of up to \$4 million, power line relocation of up to \$3 million, and a public safety facility of up to \$16 million. In addition, the City expects to provide economic development grants of up to \$11 million to incent various costs related to the development of a fiber optic capable facility for the Microsoft Project. Each of these costs will be funded by incremental property tax revenues generated by properties within the Alluvion Urban Renewal Area.

**BACKGROUND:** Staff has initiated the process to amend the Alluvion Urban Renewal Plan. Land is proposed to be added to the Area in order to accommodate the location of public improvement projects that were listed in the Original Plan. In addition, since the Original Plan was approved, staff has been able to acquire more detailed estimates on the costs of various projects and so, where appropriate, those numbers have been updated. The result is that the cost of public infrastructure is expected to be \$20 million less than previously listed in the Original Plan.

Per the Code of Iowa, the first step in the process to amend an Urban Renewal Plan is for the City Council to set a date for a consultation meeting with all affected taxing entities and to set a date for a City Council public hearing on the proposed Plan. On February 23, 2015, the City Council set the consultation meeting for March 4, 2015 and the City Council public hearing for March 23, 2015.

On March 4, 2015 after proper notification, staff held a consultation meeting with affected taxing entities as required by State Code. No representatives from taxing entities attended the meeting. (See Attachment I – Minutes from Consultation Hearing.) Each taxing entity had an additional seven days from the consultation meeting to send written recommendations for modification to the Urban Renewal Plan. As of March 11, 2015, the deadline for such recommendations, staff had received no such recommendations.

**OUTSTANDING ISSUES:** There are no outstanding issues.

**RECOMMENDATION:** Staff recommends approval of the resolution adopting the proposed Amendment #1 to the Alluvion Urban Renewal Plan.

Lead Staff Member: Naomi Hamlett, AICP, Planner

STAFF REVIEWS

Department Director	Clyde Evans, Community and Economic Development Department
Appropriations/Finance	AM
Legal	
Agenda Acceptance	RTG

PUBLICATION(S) (if applicable)

Published In	Des Moines Register
Date(s) Published	March 13, 2015
Letter sent to surrounding property owners	NA

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:

- Attachment I - Minutes from Consultation Hearing
- Amendment II - Resolution to Adopt Urban Renewal Plan Amendment
- Exhibit I - Proposed Alluvion Urban Renewal Plan Amendment #1

**ATTACHMENT I**

**Consultation Meeting  
Alluvion Urban Renewal Plan – Amendment #1**

**March 4, 2015, 10:00am  
West Des Moines City Hall – Training Room  
4200 Mills Civic Parkway  
West Des Moines, IA**

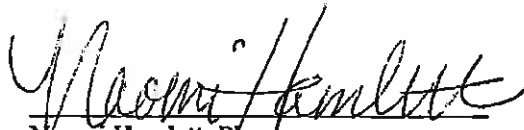
**Present: Tim Stiles, Finance Director, City of West Des Moines  
Naomi Hamlett, Planner, City of West Des Moines**

**The meeting was called to order at 10:00am.**

**No representatives from taxing entities attended.**

**The meeting was adjourned at 10:15.**

**Submitted by:**

A handwritten signature in cursive script that reads "Naomi Hamlett". The signature is written in black ink and is positioned above the printed name and title.

**Naomi Hamlett, Planner  
City of West Des Moines**



ATTACHMENT II

March 23, 2015

The City Council of the City of West Des Moines, State of Iowa, met in \_\_\_\_\_ session, in the Council Chambers, City Hall, 4200 Mills Civic Parkway, West Des Moines, Iowa, at 5:35 P.M., on the above date. There were present Mayor \_\_\_\_\_, in the chair, and the following named Council Members:

\_\_\_\_\_

\_\_\_\_\_

Absent: \_\_\_\_\_

\* \* \* \* \*

This being the time and place fixed for a public hearing on the matter of the adoption of the proposed Amendment No. 1 to the Alluvion Urban Renewal Plan, the Mayor first asked for the report of the City Clerk, or his delegate, with respect to the consultation held with the affected taxing entities to discuss the proposed Plan. The Council was informed that the consultation was duly held as ordered by the Council, and that \_\_\_\_\_ written recommendations were received from affected taxing entities. The report of the City Clerk, or his delegate with respect to the consultation was placed on file for consideration by the Council.

The Mayor then asked the City Clerk whether any written objections had been filed with respect to the proposed Amendment, and the City Clerk reported that \_\_\_\_\_ written objections thereto had been filed. The Mayor then called for any oral objections to the adoption of the Amendment No. 1 to the Alluvion Urban Renewal Plan and \_\_\_\_\_ were made. The public hearing was then closed.

{Attach summary of objections here}

Council Member \_\_\_\_\_ then introduced the following Resolution entitled "RESOLUTION DETERMINING AN AREA OF THE CITY TO BE AN ECONOMIC DEVELOPMENT AREA, AND THAT THE REHABILITATION, CONSERVATION, REDEVELOPMENT, DEVELOPMENT, OR A COMBINATION THEREOF, OF SUCH AREA IS NECESSARY IN THE INTEREST OF THE PUBLIC HEALTH, SAFETY OR WELFARE OF THE RESIDENTS OF THE CITY; DESIGNATING SUCH AREA AS APPROPRIATE FOR URBAN RENEWAL PROJECTS; AND ADOPTING AMENDMENT NO. 1 TO THE ALLUVION URBAN RENEWAL PLAN" and moved that the same be adopted. Council Member \_\_\_\_\_ seconded the motion to adopt. The roll was called and the vote was,

AYES: \_\_\_\_\_  
\_\_\_\_\_

NAYS: \_\_\_\_\_

Whereupon, the Mayor declared the resolution duly adopted as follows:

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

RESOLUTION DETERMINING AN AREA OF THE CITY TO BE AN ECONOMIC DEVELOPMENT AREA, AND THAT THE REHABILITATION, CONSERVATION, REDEVELOPMENT, DEVELOPMENT, OR A COMBINATION THEREOF, OF SUCH AREA IS NECESSARY IN THE INTEREST OF THE PUBLIC HEALTH, SAFETY OR WELFARE OF THE RESIDENTS OF THE CITY; DESIGNATING SUCH AREA AS APPROPRIATE FOR URBAN RENEWAL PROJECTS; AND ADOPTING AMENDMENT NO. 1 TO THE ALLUVION URBAN RENEWAL PLAN

WHEREAS, by Resolution No. 14-05-19-14, adopted May 19, 2014, this Council found and determined that certain areas located within the City are eligible and should be designated as an urban renewal area under Iowa law, and approved and adopted the Alluvion Urban Renewal Plan (the "Plan") for the Alluvion Urban Renewal Area (the "Urban Renewal Area" or "Area") described therein, which Plan is on file in the office of the Recorder of Polk and Dallas Counties; and

WHEREAS, this Urban Renewal Area currently includes and consists of:

ORIGINAL URBAN RENEWAL AREA

THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 78 NORTH, RANGE 25 WEST OF THE 5<sup>th</sup> P.M., WEST DES MOINES, POLK COUNTY, IOWA, LYING SOUTH OF THE NORTHERLY RIGHT-OF-WAY LINE OF ARMY POST ROAD AS IT IS PRESENTLY ESTABLISHED;

AND,

THE SOUTH ONE-HALF OF SECTION 27, TOWNSHIP 78 NORTH, RANGE 25 WEST OF THE 5<sup>th</sup> P.M., WEST DES MOINES, POLK COUNTY, IOWA, LYING SOUTH OF THE NORTHERLY RIGHT-OF-WAY LINE OF ARMY POST ROAD AS IT IS PRESENTLY ESTABLISHED;

AND,

THE EAST ONE-HALF OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 78 NORTH, RANGE 25 WEST OF THE 5<sup>th</sup> P.M., WEST DES MOINES, POLK COUNTY, IOWA, LYING SOUTH OF THE NORTHERLY RIGHT-OF-WAY LINE OF ARMY POST ROAD AS IT IS PRESENTLY ESTABLISHED;

AND,

THE EAST ONE-HALF OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 78 NORTH, RANGE 25 WEST OF THE 5<sup>th</sup> P.M., WEST DES MOINES, POLK COUNTY, IOWA;

AND,

SECTION 34, TOWNSHIP 78 NORTH, RANGE 25 WEST OF THE 5<sup>th</sup> P.M., WEST DES MOINES, POLK COUNTY, IOWA;  
AND,  
THE WEST ONE-HALF OF SECTION 35, TOWNSHIP 78 NORTH, RANGE 25 WEST OF THE 5<sup>th</sup> P.M., WEST DES MOINES, POLK COUNTY, IOWA;  
AND,  
THE WEST ONE-HALF OF THE EAST ONE-HALF OF SAID SECTION 35;  
AND,  
THE EAST ONE-HALF OF THE NORTHEAST FRACTIONAL QUARTER OF SECTION 4, TOWNSHIP 77 NORTH, RANGE 25 WEST OF THE 5<sup>th</sup> P.M., WEST DES MOINES, WARREN COUNTY, IOWA;  
AND,  
THE NORTH ONE-HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 4;  
AND,  
AN IRREGULAR SHAPED PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST FRACTIONAL QUARTER OF SAID SECTION 4;  
AND,  
AN IRREGULAR SHAPED PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST FRACTIONAL QUARTER OF SECTION 4, TOWNSHIP 77 NORTH, RANGE 25 WEST OF THE 5<sup>th</sup> P.M., WEST DES MOINES, WARREN COUNTY, IOWA ALSO KNOWN AS TAX PARCEL ID No. 93025040263 FORMALLY ALL OR IN PART OF THE CHICAGO & NORTHWESTERN TRANSPORTATION CO. RIGHT-OF-WAY.

ALL OF WHICH IS DESCRIBED AS:

BEGINNING AT SOUTHWEST CORNER OF THE EAST ONE-HALF OF THE SOUTHEAST QUARTER (E.1/2-SE.1/4) OF SECTION 28, TOWNSHIP 78 NORTH, RANGE 25 WEST OF THE 5<sup>th</sup> P.M., WEST DES MOINES, POLK COUNTY, IOWA, SAID CORNER ALSO BEING THE NORTHWEST CORNER OF THE EAST ONE-HALF OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 78 NORTH, RANGE 25 WEST OF THE 5<sup>th</sup> P.M., WEST DES MOINES, POLK COUNTY, IOWA; THENCE NORTH ALONG THE WEST LINE OF THE E.1/2-SE.1/4 OF SAID SECTION 28 TO THE INTERSECTION OF THE WEST LINE OF THE E.1/2-SE.1/4 OF SAID SECTION 28 AND THE NORTHERLY RIGHT-OF-WAY LINE OF ARMY POST ROAD AS IT IS PRESENTLY ESTABLISHED; THENCE EASTERLY ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID ARMY POST ROAD THROUGH THE SOUTH ONE-HALF OF SECTIONS 28 AND 27, AND THE SOUTHWEST QUARTER OF SECTION 26, ALL IN TOWNSHIP 78 NORTH, RANGE 25 WEST OF THE 5<sup>th</sup> P.M., WEST DES MOINES, POLK COUNTY, IOWA, TO THE EAST LINE OF THE SOUTHWEST QUARTER (SW.1/4) OF SAID SECTION 26; THENCE SOUTH ALONG THE EAST LINE OF THE SW.1/4 OF SAID SECTION 26 TO THE NORTHWEST CORNER OF THE WEST ONE-HALF OF THE NORTHEAST QUARTER (W.1/2-NE.1/4)

OF SECTION 35, TOWNSHIP 78 NORTH, RANGE 25 WEST OF THE 5<sup>th</sup> P.M., WEST DES MOINES, POLK COUNTY, IOWA; THENCE EAST ALONG THE NORTH LINE OF THE W.1/2-NE.1/4 TO THE NORTHEAST CORNER OF THE WEST ONE-HALF OF THE NORTHEAST QUARTER (W.1/2-NE.1/4) OF SECTION 35, TOWNSHIP 78 NORTH, RANGE 25 WEST OF THE 5<sup>th</sup> P.M., WEST DES MOINES, POLK COUNTY, IOWA; THENCE SOUTH ALONG THE EAST LINE OF THE W.1/2-NE.1/4 OF SAID SECTION 35 AND ALONG THE EAST LINE OF THE WEST ONE-HALF OF THE SOUTHEAST QUARTER (W.1/2-SE.1/4) OF SAID SECTION 35 TO THE SOUTHEAST CORNER OF THE W.1/2-SE.1/4 OF SAID SECTION 35; THENCE WEST ALONG THE SOUTH LINE OF SECTIONS 35, AND 34, TOWNSHIP 78 NORTH, RANGE 25 WEST OF THE 5<sup>th</sup> P.M., WEST DES MOINES, POLK COUNTY, IOWA TO THE NORTHEAST CORNER OF THE NORTHEAST FRACTIONAL QUARTER (NE.FRAC.1/4) OF SECTION 4, TOWNSHIP 77 NORTH, RANGE 25 WEST OF THE 5<sup>th</sup> P.M., WEST DES MOINES, WARREN COUNTY, IOWA; THENCE SOUTH ALONG THE EAST LINE OF THE NE.FRAC.1/4 OF SAID SECTION 4 TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER (SE.1/4) OF SAID SECTION 4; THENCE SOUTH ALONG THE EAST LINE OF THE SE.1/4 OF SAID SECTION 4 AND ALONG THE EAST LINE OF FOX VALLEY PLAT 1, AN OFFICIAL PLAT, WEST DES MOINES, WARREN COUNTY, IOWA TO THE SOUTHEAST CORNER OF SAID FOX VALLEY PLAT 1; THENCE WEST ALONG THE SOUTH LINE OF SAID FOX VALLEY PLAT 1 AND ALONG THE SOUTH LINE OF THE NORTH ONE-HALF OF THE SOUTHEAST QUARTER (N.1/2-SE.1/4) OF SAID SECTION 4 TO THE SOUTHWEST CORNER OF THE N.1/2-SE.1/4 OF SAID SECTION 4; THENCE NORTH ALONG THE WEST LINE OF THE SOUTHEAST QUARTER (SE.1/4) OF SAID SECTION 4 TO THE NORTHWEST CORNER OF THE SE.1/4 OF SAID SECTION 4; THENCE EAST ALONG THE NORTH LINE OF THE SE.1/4 OF SAID SECTION 4 TO THE SOUTHWEST CORNER OF AN IRREGULAR SHAPED PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER (SW.1/4-NE.1/4) OF SAID SECTION 4, ALSO KNOWN AS TAX PARCEL ID No. 93025040263 FORMERLY ALL OR IN PART A PORTION OF THE CHICAGO & NORTHWESTERN TRANSPORTATION CO. RIGHT-OF-WAY AS IT WAS PREVIOUSLY ESTABLISHED; THENCE NORTHEASTERLY ALONG SAID TAX PARCEL No. 93025040263 TO THE WEST LINE OF THE EAST ONE-HALF OF THE NORTHEAST FRACTIONAL QUARTER (E.1/2-NE.FRAC.1/4) OF SAID SECTION 4; THENCE NORTH ALONG THE WEST LINE OF THE E.1/2-NE.FRAC.1/4 OF SAID SECTION 4 TO THE SOUTHWEST CORNER OF EAST ONE-HALF OF SOUTHEAST QUARTER (E.1/2-SE.1/4) OF SAID SECTION 33; THENCE NORTH ALONG THE WEST LINE OF THE E.1/2-SE.1/4 OF SAID SECTION 33 TO THE SOUTHWEST CORNER OF THE EAST ONE-HALF OF THE NORTHEAST QUARTER (E.1/2-NE.1/4) OF SAID SECTION 33; THENCE NORTH ALONG THE WEST LINE OF THE E.1/2-NE.1/4 OF SAID SECTION 33 TO THE POINT OF BEGINNING;

**EXCEPT,**

A PORTION OF LOTS 3 AND 5, BRUBAKER ESTATE, AN OFFICIAL PLAT, WEST DES MOINES, POLK COUNTY, IOWA, IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 3; THENCE S 00°12'58" E ALONG THE EAST LINE OF SAID LOT 3 A DISTANCE OF 60.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF MAFFITT LAKE COURT, AS IT IS PRESENTLY ESTABLISHED (FORMERLY KNOWN AS S.W. 72<sup>ND</sup> AVENUE), AND TO THE POINT OF BEGINNING; THENCE CONTINUING S 00°12'58" E ALONG THE EAST LINE OF SAID LOT 3 A DISTANCE OF 592.08 FEET; THENCE S 32°34'31" W A DISTANCE OF 166.81 TO A POINT ON THE SOUTH LINE OF SAID LOT 3; THENCE N 89°54'37" W ALONG THE SOUTH LINE OF SAID LOT 3 A DISTANCE OF 193.33 FEET; THENCE NORTHWESTERLY ALONG A 1886.50 FOOT RADIUS CURVE CONCAVE NORTHEASTERLY WHOSE CHORD HAS A BEARING OF N 48°10'18" W AND A CHORD LENGTH OF 444.51 FEET, A DISTANCE OF 445.55 FEET; THENCE N 40°01'54" W, A DISTANCE OF 73.68 FEET TO A POINT ON THE WEST LINE OF SAID LOT 3, SAID POINT BEING 440.54 FEET SOUTH OF THE N.W. CORNER OF SAID LOT 3, SAID POINT ALSO BEING ON THE EAST LINE OF SAID LOT 5; THENCE CONTINUING N 40°01'54" W, A DISTANCE OF 394.62 FEET; THENCE N 03°09'43" E, A DISTANCE OF 78.90 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SAID MAFFITT LAKE COURT, SAID POINT BEING 60.00 FEET SOUTH OF THE NORTH LINE OF SAID LOT 5; THENCE S 89°54'30" E ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID MAFFITT LAKE COURT, PARALLEL WITH AND 60.00 FEET SOUTH OF THE NORTH LINE OF SAID LOTS 5 AND 3, A DISTANCE OF 909.00 FEET TO THE POINT OF BEGINNING;

**AND EXCEPT,**

AN IRREGULAR SHAPED PORTION OF LOT 8, BRUBAKER ESTATE DESCRIBED AS;

LOT 8 (8) BRUBAKER ESTATE, AN OFFICIAL PLAT, POLK COUNTY, IOWA EXCEPT: COMMENCING AT THE SW CORNER OF SAID SECTION 34 WITH THE SOUTH LINE OF SAID SECTION HAVING AN ASSUMED TRUE BEARING OF N 90°00' E, WITH ALL SUBSEQUENT BEARINGS REFERENCED THEREFROM; THENCE N 0°23' W, A DISTANCE OF 33 FEET; THENCE N 90°00' E, A DISTANCE OF 33 FEET TO THE POINT OF BEGINNING; THENCE N 0°23' W, A DISTANCE OF 488.6 FEET; THENCE N 90°00' E, A DISTANCE OF 1,104 FEET TO THE NORTHWESTERLY RIGHT-OF-WAY LINE OF THE CHICAGO, GREAT WESTERN RAILROAD; THENCE SOUTHWESTERLY ALONG THE SAID RAILROAD NORTHWESTERLY RIGHT-OF-WAY LINE FORMED BY A SPIRAL CURVE CONCAVE SOUTHEASTERLY, A DISTANCE OF 233.8 FEET TO THE POINT OF CURVE (PC); THENCE S 40°35' W, A DISTANCE OF 409.5 FEET; THENCE N 90°00' W, A DISTANCE OF 680.5 FEET TO THE POINT

OF BEGINNING; SAID PARCEL CONTAINING 10.0 ACRES MORE OR LESS;

**AND EXCEPT,**

THE SOUTH 36.50 ACRES OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 78 NORTH, RANGE 25 WEST OF THE 5<sup>th</sup> P.M., WEST DES MOINES, POLK COUNTY, IOWA, EXCEPT THE NORTH 150 FEET OF THE SOUTH 532.2 FEET OF THE EAST 290 FEET THEREOF; and

WHEREAS, a proposed Amendment No. 1 to the Plan (“Amendment No. 1” or “Amendment”) for the Urban Renewal Area described below has been prepared, which proposed Amendment has been on file in the office of the City Clerk and which is incorporated herein by reference, the purpose of which is to add land and to add and/or update the list of proposed projects to be undertaken within the Urban Renewal Area; and

WHEREAS, a scrivener's error has been corrected in the legal descriptions for Amendment No. 1 Area, which change does not affect the boundaries of the Amendment No. 1 Area, as originally proposed in Resolution No. 15-02-23-13; and

WHEREAS, this proposed Amendment No. 1 to the Urban Renewal Area adds land, as follows:

#### AMENDMENT NO. 1 AREA

##### PART 1

A TRACT OF LAND IN SECTIONS 28 AND 33 IN TOWNSHIP 78 NORTH, RANGE 25 WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF WEST DES MOINES, POLK COUNTY, IOWA, IS INCLUDED IN AMENDMENT NO. 1 OF THE ALLUVION URBAN RENEWAL PLAN AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 78 NORTH, RANGE 25 WEST OF THE 5<sup>TH</sup> PRINCIPAL MERIDIAN, POLK COUNTY, IOWA;

THENCE SOUTH, ALONG THE EAST LINE OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 33, TO THE SOUTH RIGHT-OF-WAY LINE OF MAFFITT LAKE ROAD;

THENCE WEST, ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID MAFFITT LAKE ROAD, A DISTANCE OF 465.89 FEET;

THENCE NORTH, A DISTANCE OF 33 FEET, TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33;



THENCE NORTH 10°36'53" EAST (ASSUMED BEARING), A DISTANCE OF 957.67 FEET, TO THE SOUTH RIGHT-OF-WAY LINE OF RELOCATED HIGHWAY 5;

THENCE WEST, ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID RELOCATED HIGHWAY 5, TO THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33;

THENCE NORTH, ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33, TO THE NORTH RIGHT-OF-WAY LINE OF RELOCATED HIGHWAY 5;

THENCE EAST, ALONG NORTH RIGHT-OF-WAY LINE OF RELOCATED HIGHWAY 5, TO THE WEST RIGHT-OF-WAY LINE OF SOUTH 22<sup>ND</sup> STREET;

THENCE NORTH, ALONG THE WEST RIGHT-OF-WAY LINE OF SOUTH 22<sup>ND</sup> STREET, TO THE SOUTH RIGHT-OF-WAY LINE OF ARMY POST ROAD;

THENCE CONTINUING NORTH, NORMAL TO THE CENTERLINE OF SAID ARMY POST ROAD, TO THE NORTH RIGHT-OF-WAY LINE OF SAID ARMY POST ROAD;

THENCE EAST, ALONG THE NORTH RIGHT-OF-WAY LINE OF ARMY POST ROAD, TO THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 28, TOWNSHIP 78 NORTH, RANGE 25 NORTH OF THE 5<sup>TH</sup> PRINCIPAL MERIDIAN;

THENCE SOUTH, ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 28, TO THE NORTHEAST CORNER OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 33, TOWNSHIP 78 NORTH, RANGE 25 WEST OF THE 5<sup>TH</sup> PRINCIPAL MERIDIAN;

THENCE SOUTH, ALONG THE EAST LINE OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 33, TO THE POINT OF BEGINNING.

## PART 2

A TRACT OF LAND IN SECTIONS 26 AND 27 IN TOWNSHIP 78 NORTH, RANGE 25 WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF WEST DES MOINES, POLK COUNTY, IOWA , IS INCLUDED IN AMENDMENT No. 1 TO THE ALLUVION URBAN RENEWAL PLAN AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF ARMY POST ROAD AND THE WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 27;

TOWNSHIP 78 NORTH, RANGE 25 WEST OF THE 5<sup>TH</sup> PRINCIPAL MERIDIAN, CITY OF WEST DES MOINES, POLK COUNTY, IOWA;

THENCE EAST, ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID ARMY POST ROAD, TO THE WEST RIGHT-OF-WAY LINE OF FORMER SOUTH 11<sup>TH</sup> STREET, SAID POINT BEING THE POINT OF BEGINNING;

THENCE NORTH, ALONG THE WEST RIGHT-OF-WAY LINE OF FORMER SOUTH 11<sup>TH</sup> STREET, TO A POINT LOCATED 685 FEET NORTH OF THE SOUTH LINE OF SAID SECTION 27;

THENCE EAST, TO A POINT 685 FEET NORTH OF THE SOUTH LINE OF SAID SECTION 27 LOCATED ON THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 27;

THENCE SOUTH 89°33'31" EAST (ASSUMED BEARING), A DISTANCE OF 445.00 FEET;

THENCE SOUTH 00°00'00" EAST (ASSUMED BEARING), A DISTANCE OF 360.00 FEET;

THENCE NORTH 89°33'31" WEST (ASSUMED BEARING), A DISTANCE OF 400.00 FEET, TO THE EAST RIGHT-OF-WAY LINE OF FORMER SOUTH 11<sup>TH</sup> STREET;

THENCE SOUTH, ALONG THE EAST RIGHT-OF-WAY LINE AND THE EAST RIGHT-OF-WAY LINE EXTENDED OF FORMER SOUTH 11<sup>TH</sup> STREET, TO THE NORTH RIGHT-OF-WAY LINE OF ARMY POST ROAD, SAID LINE IS ALSO THE NORTH LINE OF THE ORIGINAL ALLUVION URBAN RENEWAL PLAN;

THENCE WEST, ALONG THE NORTH RIGHT-OF-WAY LINE OF ARMY POST ROAD (NORTH LINE OF ORIGINAL ALLUVION URBAN RENEWAL PLAN), TO THE POINT OF BEGINNING.

### PART 3

A TRACT OF LAND IN SECTIONS 35 AND 36 IN TOWNSHIP 78 NORTH, RANGE 25 WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF DES MOINES, POLK COUNTY, IOWA, IS INCLUDED IN AMENDMENT NO. 1 TO THE ALLUVION URBAN RENEWAL PLAN AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 78 NORTH RANGE 25 WEST OF THE 5<sup>TH</sup> PRINCIPAL MERIDIAN, CITY OF DES MOINES, POLK COUNTY, IOWA;

THENCE EAST, ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER OF SAID SECTION 35, TO THE NORTHEAST CORNER OF SAID SECTION 35;

THENCE SOUTH 00°13'15" EAST (ASSUMED BEARING), ALONG THE WEST LINE OF SECTION 36, TOWNSHIP 78 NORTH, RANGE 25 WEST OF THE 5<sup>TH</sup> PRINCIPAL MERIDIAN, POLK COUNTY, IOWA, A DISTANCE OF 254.16 FEET;

THENCE NORTH 73°58'30" EAST (ASSUMED BEARING), A DISTANCE OF 526.10 FEET;

THENCE SOUTH 89°58'00" EAST (ASSUMED BEARING), A DISTANCE OF 50.00 FEET;

THENCE SOUTH 00°02'00" WEST (ASSUMED BEARING), A DISTANCE OF 37.64 FEET;

THENCE SOUTH 73°58'30" WEST (ASSUMED BEARING), A DISTANCE OF 577.89 FEET, TO THE EAST LINE OF SECTION 35, TOWNSHIP 78 NORTH, RANGE 25 WEST OF THE 5<sup>TH</sup> PRINCIPAL MERIDIAN;

THENCE SOUTH 00°13'15" EAST (ASSUMED BEARING), A DISTANCE OF 398.04 FEET ALONG THE EAST LINE OF SAID SECTION 35;

THENCE SOUTH 89°46'45" WEST (ASSUMED BEARING), A DISTANCE OF 450.00 FEET;

THENCE NORTH 00°13'15" WEST (ASSUMED BEARING), A DISTANCE OF 423.04 FEET, TO THE SOUTH RIGHT-OF-WAY LINE OF THE GREAT WESTERN TRAIL;

THENCE SOUTHWESTERLY, ALONG THE SOUTH LINE OF SAID GREAT WESTERN TRAIL, TO THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 35;

THENCE NORTH, ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 35, TO THE POINT OF BEGINNING; and

WHEREAS, the proposed Amendment No. 1 to the Urban Renewal Area has no land classified as agricultural land; and

WHEREAS, Amendment No. 1 is expected, among other projects, to authorize an aquifer storage reservoir to be constructed by the Des Moines Water Works on property owned by the Des Moines Water Works or by the City of Des Moines and therefore the City of Des Moines

has adopted a resolution allowing property of the Des Moines Water Works to be included in the Amendment No. 1 Area. A copy of such resolution is available at the City Clerk's Office; and

WHEREAS, it is desirable that the Area be redeveloped as part of the activities described within the proposed Amendment No. 1 to the Alluvion Urban Renewal Plan; and

WHEREAS, by resolution adopted on February 23, 2015, this Council directed that a consultation be held with the designated representatives of all affected taxing entities to discuss the proposed Amendment No. 1 to the Alluvion Urban Renewal Plan and the division of revenue described therein, and that notice of the consultation and a copy of the proposed Amendment No. 1 to the Alluvion Urban Renewal Plan be sent to all affected taxing entities; and

WHEREAS, pursuant to such notice, the consultation was duly held as ordered by the City Council and all required responses to the recommendations made by the affected taxing entities, if any, have been timely made as set forth in the report of the City Clerk, or his delegate filed herewith and incorporated herein by this reference, which report is in all respects approved; and

WHEREAS, by resolution this Council also set a public hearing on the adoption of the proposed Amendment No. 1 to the Alluvion Urban Renewal Plan for this meeting of the Council, and due and proper notice of the public hearing was given, as provided by law, by timely publication in the Des Moines Register, which notice set forth the time and place for this hearing and the nature and purpose thereof; and

WHEREAS, in accordance with the notice, all persons or organizations desiring to be heard on the proposed Amendment No. 1 to the Alluvion Urban Renewal Plan, both for and against, have been given an opportunity to be heard with respect thereto and due consideration has been given to all comments and views expressed to this Council in connection therewith and the public hearing has been closed.

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

Section 1. That the findings and conclusions set forth or contained in Amendment No. 1 concerning the area of the City of West Des Moines, State of Iowa, described in the preamble hereof, be and the same are hereby ratified and confirmed in all respects as the findings of this Council for this area.

Section 2. This Council further finds:

a) Although relocation is not expected, a feasible method exists for the relocation of any families who will be displaced from the Alluvion Urban Renewal Area into decent, safe and sanitary dwelling accommodations within their means and without undue hardship to such families;

b) The Plan, as amended, and Amendment No. 1 to the Alluvion Urban Renewal Plan conform to the general plan for the development of the City as a whole; and

c) Acquisition of land by the City is not expected except for potential non-residential economic development projects. With reference to portions of the Area which may be acquired by the City and developed for non-residential uses, such non-residential uses are necessary and appropriate to facilitate the proper growth and development of the City in accordance with sound planning standards and local community objectives.

Section 3. That the Alluvion Urban Renewal Area, as amended, continues to be an economic development area within the meaning of Iowa Code Chapter 403; that such area is eligible for designation as an urban renewal area and otherwise meets all requisites under the provisions of Chapter 403 of the Code of Iowa; and that the rehabilitation, conservation, redevelopment, development, or a combination thereof, of such area is necessary in the interest of the public health, safety or welfare of the residents of this City.

Section 4. That Amendment No. 1 to the Alluvion Urban Renewal Plan of the City of West Des Moines, State of Iowa, attached hereto as Exhibit 1 and incorporated herein by reference, be and the same is hereby approved and adopted as "Amendment No. 1 to the Alluvion Urban Renewal Plan for the City of West Des Moines, State of Iowa"; Amendment No. 1 to the Alluvion Urban Renewal Plan of the City of West Des Moines, State of Iowa, is hereby in all respects approved; and the City Clerk is hereby directed to file a certified copy of Amendment No. 1 with the proceedings of this meeting.

That, notwithstanding any resolution, ordinance, plan, amendment or any other document, the original Alluvion Urban Renewal Plan, and the Plan as amended, shall be in full force and effect from the date of this Resolution until the Council amends or repeals the Plan. The proposed Amendment No. 1 to the Alluvion Urban Renewal Plan shall be forthwith certified by the City Clerk, along with a copy of this Resolution, to the Recorder for Polk And Dallas Counties, Iowa, to be filed and recorded in the manner provided by law.

Section 5. That all other provisions of the Plan not affected or otherwise revised by the terms of Amendment No. 1, as well as all resolutions previously adopted by this City Council related to the Plan be and the same are hereby ratified, confirmed and approved in all respects.

PASSED AND APPROVED this 23rd day of March, 2015.

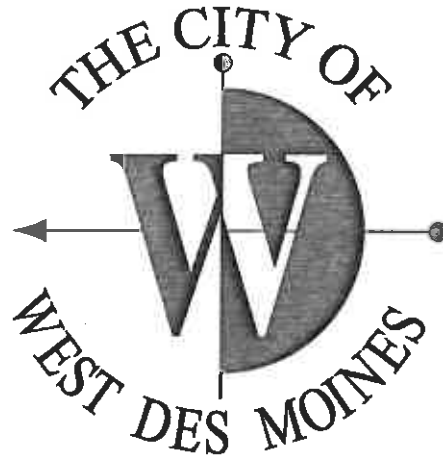
\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

*Label the Amendment as Exhibit 1 (with all exhibits) and attach it to this Resolution.*

**EXHIBIT I**



**AMENDMENT NO. 1**

**to the**

**ALLUVION**

**URBAN RENEWAL PLAN**

**City of West Des Moines, Iowa**

**Original Area Adopted – 2014**

**Amendment No. 1 – 2015**

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**AMENDMENT NO. 1  
to  
ALLUVION  
URBAN RENEWAL PLAN  
CITY OF WEST DES MOINES, IOWA**

**I. INTRODUCTION**

The **Alluvion** Urban Renewal Plan ("Plan" or "Urban Renewal Plan") for the **Alluvion** Urban Renewal Area ("Area" or "Urban Renewal Area"), originally adopted in 2014 is being amended by this Amendment No. 1 to Alluvion Urban Renewal Plan ("Amendment No. 1" or "Amendment") to add land and revise the list of proposed urban renewal projects to be undertaken within the Urban Renewal Area.

The material changes by this Amendment include the following:

1. Update the Eligible Urban Renewal Projects. See Pages 2-6.
2. Addition of right-of-way for water lines, a parcel for the construction of a booster station, and a parcel for a water storage facility. See Exhibit A for Legal Description of Amendment No. 1 Area.
3. New map showing Original Area and Amendment No. 1 Area. See Exhibit B.
4. New map showing Urban Renewal Area in context to entire City. See Exhibit C.
5. Updating Financial Data. See Page 6.

Except as modified by this Amendment, the provisions of the original **Alluvion** Urban Renewal Plan are hereby ratified, confirmed, and approved and shall remain in full force and effect as provided herein. In case of any conflict or uncertainty, the terms of this Amendment shall control. Any subsections or language not mentioned in this Amendment shall continue to apply to the Plan unless the subsection or language is changed by this Amendment.

**II. DESCRIPTION OF URBAN RENEWAL AREA**

The legal description of the property being added to the Urban Renewal Area, called the Amendment No. 1 Area, is attached hereto as Exhibit "A". A map of the entire Urban Renewal Area (Original Area plus Amendment No. 1 Area) is attached as Exhibit "B". A map of the Area in context with the rest of the City is attached hereto as Exhibit "C".

**III. AREA DESIGNATION**

The City continues to designate the Urban Renewal Area as an economic development area that is appropriate for the promotion of new commercial and/or industrial development.

**IV. PLAN OBJECTIVES**

The objectives of the Plan are unchanged. At this time, the objectives of this Plan are related to Microsoft's construction of a data center within the Area. As such, public infrastructure and economic development incentives for the Microsoft facility are the primary urban renewal projects at this time. The urban renewal projects include land acquisition, development, construction, re-construction, and expansion of streets, existing or proposed, within the Urban Renewal Area, and associated utilities and sewers, bridges, railroad crossings, bike trails, traffic signals and signage, turn lanes, median improvements, etc.

**V. TYPES OF RENEWAL ACTIVITIES**

The types of renewal activities previously described continue. The City may elect to construct the urban renewal projects itself or may elect to contract for the construction of the projects.

**VI. ELIGIBLE URBAN RENEWAL PROJECTS**

The following Urban Renewal Projects were previously eligible and are continuing. Since the Microsoft Alluvion Project is still in the planning stages, the estimated costs for the public improvements listed below in "Section A, Public Improvements" may vary between projects depending on site design decisions, however, the total cost of public improvements will not exceed the dollar amount listed as a Subtotal below, unless the City formally amends the Plan. Such projects have been updated, if required.

**A. Public Improvements:**

Description of Urban Renewal Project	Est. Time Period	Estimated cost to be reimbursed by tax increment financing	Rationale (why economic development is promoted)
SE White Crane Road improvements, generally from 8th Street to an access point for the Microsoft Project. Public street construction, reconstruction, and/or widening and related activities including right-of-way acquisition, related utilities and sewers, storm water conveyance structures, bridges, railroad crossings,	2014-2020	\$1,500,000 - \$3,000,000.	The construction of a Connector Street on the south side of the Microsoft Project will provide southern site access to the Microsoft Project.

Description of Urban Renewal Project	Est. Time Period	Estimated cost to be reimbursed by tax increment financing	Rationale (why economic development is promoted)
bike lanes and bike/pedestrian trails and under crossings, traffic signals and signage, turn lanes, medians, landscaping, street lights, and related items. Approximately .5 miles long.			
South 8th Street improvements, generally from Army Post Road to County Line Road. Public street construction, reconstruction, and/or widening and related activities including right-of-way acquisition, related utilities and sewers, storm water conveyance structures, bridges, railroad crossings, bike lanes and bike/pedestrian trails and under crossings, traffic signals and signage, turn lanes, medians, landscaping, street lights, and related items. Approximately 1.25 miles long.	2014 - 2020	\$5,000,000-\$7,500,000. Some of the cost may be covered by a RISE grant, pursuant to which the State will provide partial funding, potentially resulting in a decreased amount of tax increment needed for the project. Any local match requirement for a RISE grant for road improvements under the Plan is expected to be funded/reimbursed from tax increment.	The improvements to South 8th Street will provide direct paved access to Microsoft Project, and will also provide access to any additional development that may take place between Army Post Road and County Line Road.
Maffitt Lake Road improvements, generally from Veterans Parkway to South 8th Street, including a 600' connecting segment of County Line Rd. Public street construction, reconstruction, and/or widening and related activities including right-of-way acquisition, related utilities and sewers, storm	2014-2020	\$4,500,000-\$6,500,000	The improvements to Maffitt Lake Road will provide paved access to the Microsoft Project from the south, and will also provide a parallel link along Highway 5 from Maffitt Lake to 8th Street which will

Description of Urban Renewal Project	Est. Time Period	Estimated cost to be reimbursed by tax increment financing	Rationale (why economic development is promoted)
<p>water conveyance structures, bridges, railroad crossings, <b>bike lanes and bike/pedestrian trails and under crossings, traffic signals and signage, turn lanes, medians, landscaping, street lights, and related items.</b> Approximately 1 mile long.</p>			<p>provide secondary access to any <b>additional</b> development that may take place south of Highway 5.</p>
<p>Pine Avenue improvements, generally from Veterans Parkway to the West Des Moines corporate boundary on the east. Public street construction, reconstruction, and/or widening and related activities including right-of-way acquisition, related utilities and sewers, storm water conveyance structures, bridges, railroad crossings, <b>bike lanes and bike/pedestrian trails and under crossings, traffic signals and signage, turn lanes, medians, landscaping, street lights, and related items.</b> Approximately 1 mile long.</p>	2014-2020	\$4,000,000 – \$6,000,000	<p>The improvements to Pine Avenue will provide paved access to the Microsoft Project from the north, and will also provide access to any <b>additional</b> development that may take place north of Pine Avenue.</p>
<p>Water storage/wells. Construct a water storage facility and any needed wells; install all related utilities, signage, security fencing, and other projects/items associated with said water storage and/or wells; and purchase/acquisition of any real or personal property necessary for the construction and operation of said water storage and/or wells. This project will be located on the</p>	2014-2020	\$4,000,000 - \$6,000,000	<p>Additional water storage and/or wells would be required to provide water to large commercial and industrial users within the approximately 1,300 acres included in this Urban Renewal Plan.</p>

Description of Urban Renewal Project	Est. Time Period	Estimated cost to be reimbursed by tax increment financing	Rationale (why economic development is promoted)
land included in the Amendment No. 1 Area. The City may contract with Des Moines Water Works related to the construction of all or part of this project.			
Water lines. Extend and construct water lines to connect existing water supply distribution system to new areas of development. Water lines will run along existing ROW, some of which will be located in the Amendment No. 1 Area.	2014-2020	\$7,000,000-\$9,500,000	The extension of water lines would allow for commercial and industrial development in the Area.
Sanitary sewer improvements. Extend and construct sewer lines to connect existing sanitary sewer system to new areas of development; may also entail other effluent "treatment" options.	2014-2020	\$3,750,000 - \$4,000,000	The extension of sewer lines would allow for commercial and industrial development in the Area.
Power line relocation (MidAmerican Energy project). Reimburse MidAmerican Energy, the owner of power lines to move said power lines that presently are located in the middle of the property Microsoft plans to develop.	2014-2020	\$2,000,000 - \$3,000,000	The existing power line bisects a central portion of the Area, which divides developable property in such a way that makes development difficult. Moving the power line to the perimeter allows for development to occur in the adjacent area.
Sanitary Sewer Analysis and Public Recreation Trail Study	2015-2020	\$250,000	Before the sewer and trail serving this Area can be built, studies are required to determine where and how they

Description of Urban Renewal Project	Est. Time Period	Estimated cost to be reimbursed by tax increment financing	Rationale (why economic development is promoted)
			should be built to most efficiently serve the Area.
Public Safety Facility. Construct and equip a municipal public safety facility and install all needed utilities and sewers, bike/pedestrian trails, street lights, traffic signals and signage, streets, turn lanes, and other projects associated with said public safety facility, as well as purchase/acquire any real or personal property necessary for the construction and operation of said public safety facility.	2015-2020	\$15,000,000 - \$16,000,000	A public safety facility will help protect the multi-million dollar investments of future commercial and industrial developments, as well as protect the motoring public in the area. See the Original Plan, Section XII, Public Building Analysis for further information on how a public safety building within the Area promotes economic development.
Subtotal			\$47,000,000 – \$61,750,000 This total does not include financing costs related to debt issuance, which will be incurred over the life of the Area.

Note: It may be that the above costs will be reduced by the application of state and/or federal grants or programs; cost-sharing agreements with other entities; or other available sources of funds.

**B. Tax Rebate or Other Development Agreements**

The City entered into a development agreement with Microsoft related to the Microsoft Alluvion Project whereby Microsoft agreed to a minimum assessment agreement, setting a minimum assessed value of the Microsoft Project and the

creation of at least 84 jobs. The minimum assessment agreement states that the Project will be assessed at various values, with a high of approximately \$243,000,000 in assessed valuation, over potentially a twenty year period. Subject to the terms and conditions of the development agreement, the City expects to construct road improvements, which will total up to \$23 million, water storage/wells of up to \$6 million, water distribution lines of up to \$9.5 million, sanitary sewer improvement of up to \$4 million, power line relocation of up to \$3 million (all described above under "Public Improvements"). In addition, the City expects to provide economic development grants of up to \$11 million to incent various costs related to the development of a fiber optic capable facility for the Microsoft Project. The Tax Increment generated by the construction of the Project will be used to pay the debt service on general obligation City Bonds proposed to be issued to fund the public use improvements and economic development grant. Project amounts and terms and conditions may vary upon completion of a development agreement. At this time no other development agreements are contemplated.

- C. Planning, engineering fees (for urban renewal plans), attorney fees, other related costs to support urban renewal projects and planning

Project	Date	Estimated Cost
Fees and costs	Undetermined	\$100,000

**VII. DEBT**

1.	July 1, 2014 constitutional debt limit:	\$ 305,500,079
2.	Outstanding general obligation debt:	\$ 92,567,844
3.	Proposed amount of indebtedness to be incurred: A specific amount of debt to be incurred for the Eligible Urban Renewal Projects has not yet been determined. This document is for planning purposes. The estimated project costs in this Amendment are estimates only and will be incurred and spent over a number of years. In no event will the City's constitutional debt limit be exceeded. The City Council will consider each project proposal on a case-by-case basis to determine if it is in the City's best interest to participate before approving an urban renewal project or expense. It is further expected that such indebtedness, including interest on the same, may be financed in whole or in part with tax increment revenues from the Urban Renewal Area. Subject to the foregoing, it is estimated that the cost of the Urban Renewal Projects as described above will be approximately:	\$47,000,000 - \$62,000,000 plus financing costs

**VIII. PROPERTY ACQUISITION/DISPOSITION**

While the City does not expect it, in the event acquisition/disposition of property does occur, the City will follow any applicable requirements for the acquisition and disposition of property.

**IX. LAND USES AND DEVELOPMENT PLAN**

The Area is currently planned for the following land uses:

- Light Industrial
- Medium Density Residential
- Community Commercial
- Highway Commercial
- Support Commercial
- Office
- Single Family Residential
- Open Space

The Plan, as amended, is consistent with the existing West Des Moines Comprehensive Plan adopted on September 20, 2010. The West Des Moines Comprehensive Plan is the City's general plan for the development of the City as a whole. In addition, the proposed urban renewal projects as described in this Plan are consistent with the West Des Moines Comprehensive Plan. This Urban Renewal Plan does not change or in any way replace the City's current land use planning or zoning regulation process.

**X. URBAN RENEWAL PLAN AMENDMENTS**

The **Alluvion** Urban Renewal Plan may be amended from time to time for a variety of reasons, including but not limited to, adding or deleting land, adding urban renewal projects, or to modify goals or types of renewal activities.

The City Council may amend this Plan in accordance with applicable state law.

**XI. EFFECTIVE PERIOD**

This Urban Renewal Plan Amendment No. 1 will become effective upon its adoption by the City Council. Notwithstanding anything to the contrary in the Urban Renewal Plan, any prior amendment, resolution, or document the Urban Renewal Plan shall remain in effect until terminated by the City Council, and the use of incremental property tax revenues, or the "division of revenue," as those words are used in Chapter 403 of the Code of Iowa, will be for the maximum time allowed by law



**XII. REPEALER**

Any parts of the previous Plan, as previously amended, in conflict with this Amendment are hereby repealed.

**XIII. SEVERABILITY CLAUSE**

If any part of the Amendment is determined to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity of the previously adopted Plan as a whole or the previous amendments to the Plan, or any part of the Plan not determined to be invalid or unconstitutional.

**XIV. CITY OF DES MOINES CONSENT**

In accordance with paragraph 4 of Section 403.17 of the Code of Iowa, a city may exercise urban renewal powers with respect to property which is located outside but within two miles of the boundary of a city only if the city obtains the consent of the city within which such property is located. The water storage/wells urban renewal project described above may be located in Part 3 within the Amendment No. 1 Area, which property is located within the City of Des Moines (Des Moines Water Works) property. See Exhibit B. The City of Des Moines adopted a resolution dated February 9, 2015 declaring a need for its land to be included in the Amendment No. 1 Area. No TIF Ordinance will be placed on the City of Des Moines area that is included within the Alluvion Urban Renewal Area. A copy of the City of Des Moines resolution is on file with the City of West Des Moines' Clerk's office.

**Exhibit A**

**LEGAL DESCRIPTION  
AMENDMENT NO. 1 TO THE ALLUVION URBAN RENEWAL PLAN  
WEST DES MOINES, IOWA**

**PART 1**

A TRACT OF LAND IN SECTIONS 28 AND 33 IN TOWNSHIP 78 NORTH, RANGE 25 WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF WEST DES MOINES, POLK COUNTY, IOWA , IS INCLUDED IN AMENDMENT NO. 1 OF THE ALLUVION URBAN RENEWAL PLAN AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 78 NORTH, RANGE 25 WEST OF THE 5<sup>TH</sup> PRINCIPAL MERIDIAN, POLK COUNTY, IOWA;

THENCE SOUTH, ALONG THE EAST LINE OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 33, TO THE SOUTH RIGHT-OF-WAY LINE OF MAFFITT LAKE ROAD;

THENCE WEST, ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID MAFFITT LAKE ROAD, A DISTANCE OF 465.89 FEET;

THENCE NORTH, A DISTANCE OF 33 FEET, TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33;

THENCE NORTH 10°36'53" EAST (ASSUMED BEARING), A DISTANCE OF 957.67 FEET, TO THE SOUTH RIGHT-OF-WAY LINE OF RELOCATED HIGHWAY 5;

THENCE WEST, ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID RELOCATED HIGHWAY 5, TO THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33;

THENCE NORTH, ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33, TO THE NORTH RIGHT-OF-WAY LINE OF RELOCATED HIGHWAY 5;

THENCE EAST, ALONG NORTH RIGHT-OF-WAY LINE OF RELOCATED HIGHWAY 5, TO THE WEST RIGHT-OF-WAY LINE OF SOUTH 22<sup>ND</sup> STREET;

THENCE NORTH, ALONG THE WEST RIGHT-OF-WAY LINE OF SOUTH 22<sup>ND</sup> STREET, TO THE SOUTH RIGHT-OF-WAY LINE OF ARMY POST ROAD;

THENCE CONTINUING NORTH, NORMAL TO THE CENTERLINE OF SAID ARMY POST ROAD, TO THE NORTH RIGHT-OF-WAY LINE OF SAID ARMY POST ROAD;

THENCE EAST, ALONG THE NORTH RIGHT-OF-WAY LINE OF ARMY POST ROAD, TO THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 28, TOWNSHIP 78 NORTH, RANGE 25 NORTH OF THE 5<sup>TH</sup> PRINCIPAL MERIDIAN;

THENCE SOUTH, ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 28, TO THE NORTHEAST CORNER OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 33, TOWNSHIP 78 NORTH, RANGE 25 WEST OF THE 5<sup>TH</sup> PRINCIPAL MERIDIAN;

THENCE SOUTH, ALONG THE EAST LINE OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 33, TO THE POINT OF BEGINNING.

## PART 2

A TRACT OF LAND IN SECTIONS 26 AND 27 IN TOWNSHIP 78 NORTH, RANGE 25 WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF WEST DES MOINES, POLK COUNTY, IOWA , IS INCLUDED IN AMENDMENT No. 1 TO THE ALLUVION URBAN RENEWAL PLAN AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF ARMY POST ROAD AND THE WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 27; TOWNSHIP 78 NORTH, RANGE 25 WEST OF THE 5<sup>TH</sup> PRINCIPAL MERIDIAN, CITY OF WEST DES MOINES, POLK COUNTY, IOWA;

THENCE EAST, ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID ARMY POST ROAD, TO THE WEST RIGHT-OF-WAY LINE OF FORMER SOUTH 11<sup>TH</sup> STREET, SAID POINT BEING THE POINT OF BEGINNING;

THENCE NORTH, ALONG THE WEST RIGHT-OF-WAY LINE OF FORMER SOUTH 11<sup>TH</sup> STREET, TO A POINT LOCATED 685 FEET NORTH OF THE SOUTH LINE OF SAID SECTION 27;

THENCE EAST, TO A POINT 685 FEET NORTH OF THE SOUTH LINE OF SAID SECTION 27 LOCATED ON THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 27;

THENCE SOUTH  $89^{\circ}33'31''$ EAST (ASSUMED BEARING), A DISTANCE OF 445.00 FEET;

THENCE SOUTH  $00^{\circ}00'00''$  EAST (ASSUMED BEARING), A DISTANCE OF 360.00 FEET;

THENCE NORTH  $89^{\circ}33'31''$ WEST (ASSUMED BEARING), A DISTANCE OF 400.00 FEET, TO THE EAST RIGHT-OF-WAY LINE OF FORMER SOUTH 11<sup>TH</sup> STREET;

THENCE SOUTH, ALONG THE EAST RIGHT-OF-WAY LINE AND THE EAST RIGHT-OF-WAY LINE EXTENDED OF FORMER SOUTH 11<sup>TH</sup> STREET, TO THE NORTH RIGHT-OF-WAY LINE OF ARMY POST ROAD, SAID LINE IS ALSO THE NORTH LINE OF THE ORIGINAL ALLUVION URBAN RENEWAL PLAN;

THENCE WEST, ALONG THE NORTH RIGHT-OF-WAY LINE OF ARMY POST ROAD (NORTH LINE OF ORIGINAL ALLUVION URBAN RENEWAL PLAN), TO THE POINT OF BEGINNING.

### PART 3

A TRACT OF LAND IN SECTIONS 35 AND 36 IN TOWNSHIP 78 NORTH, RANGE 25 WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF DES MOINES, POLK COUNTY, IOWA , IS INCLUDED IN AMENDMENT NO. 1 TO THE ALLUVION URBAN RENEWAL PLAN AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 78 NORTH RANGE 25 WEST OF THE 5<sup>TH</sup> PRINCIPAL MERIDIAN, CITY OF DES MOINES, POLK COUNTY, IOWA;

THENCE EAST, ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER OF SAID SECTION 35, TO THE NORTHEAST CORNER OF SAID SECTION 35;

THENCE SOUTH  $00^{\circ}13'15''$  EAST (ASSUMED BEARING), ALONG THE WEST LINE OF SECTION 36, TOWNSHIP 78 NORTH, RANGE 25 WEST OF

THE 5<sup>TH</sup> PRINCIPAL MERIDIAN, POLK COUNTY, IOWA, A DISTANCE OF 254.16 FEET;

THENCE NORTH 73°58'30" EAST (ASSUMED BEARING), A DISTANCE OF 526.10 FEET;

THENCE SOUTH 89°58'00" EAST (ASSUMED BEARING), A DISTANCE OF 50.00 FEET;

THENCE SOUTH 00°02'00" WEST (ASSUMED BEARING), A DISTANCE OF 37.64 FEET;

THENCE SOUTH 73°58'30" WEST (ASSUMED BEARING), A DISTANCE OF 577.89 FEET, TO THE EAST LINE OF SECTION 35, TOWNSHIP 78 NORTH, RANGE 25 WEST OF THE 5<sup>TH</sup> PRINCIPAL MERIDIAN;

THENCE SOUTH 00°13'15" EAST (ASSUMED BEARING), A DISTANCE OF 398.04 FEET ALONG THE EAST LINE OF SAID SECTION 35;

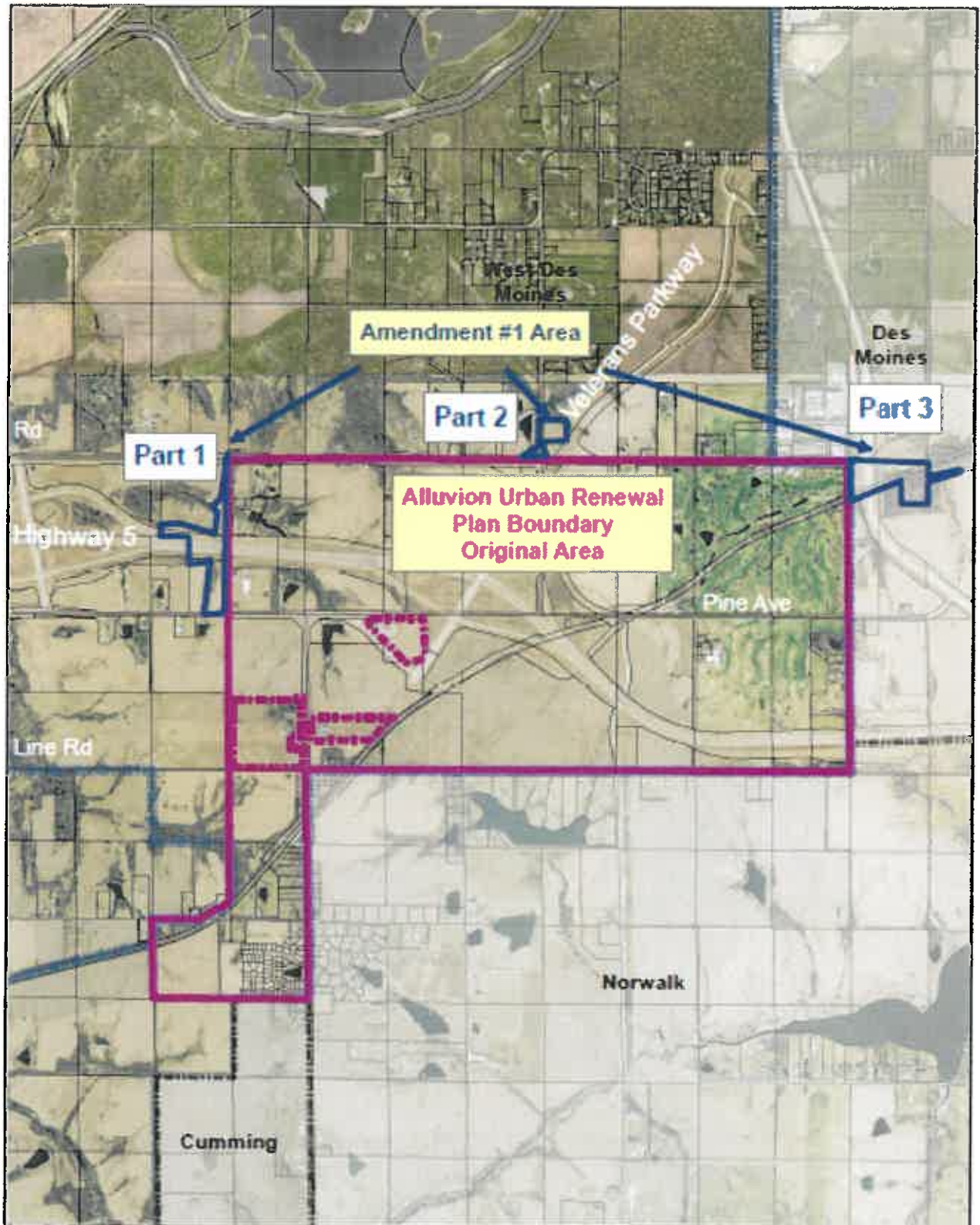
THENCE SOUTH 89°46'45" WEST (ASSUMED BEARING), A DISTANCE OF 450.00 FEET;

THENCE NORTH 00°13'15" WEST (ASSUMED BEARING), A DISTANCE OF 423.04 FEET, TO THE SOUTH RIGHT-OF-WAY LINE OF THE GREAT WESTERN TRAIL;

THENCE SOUTHWESTERLY, ALONG THE SOUTH LINE OF SAID GREAT WESTERN TRAIL, TO THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 35;

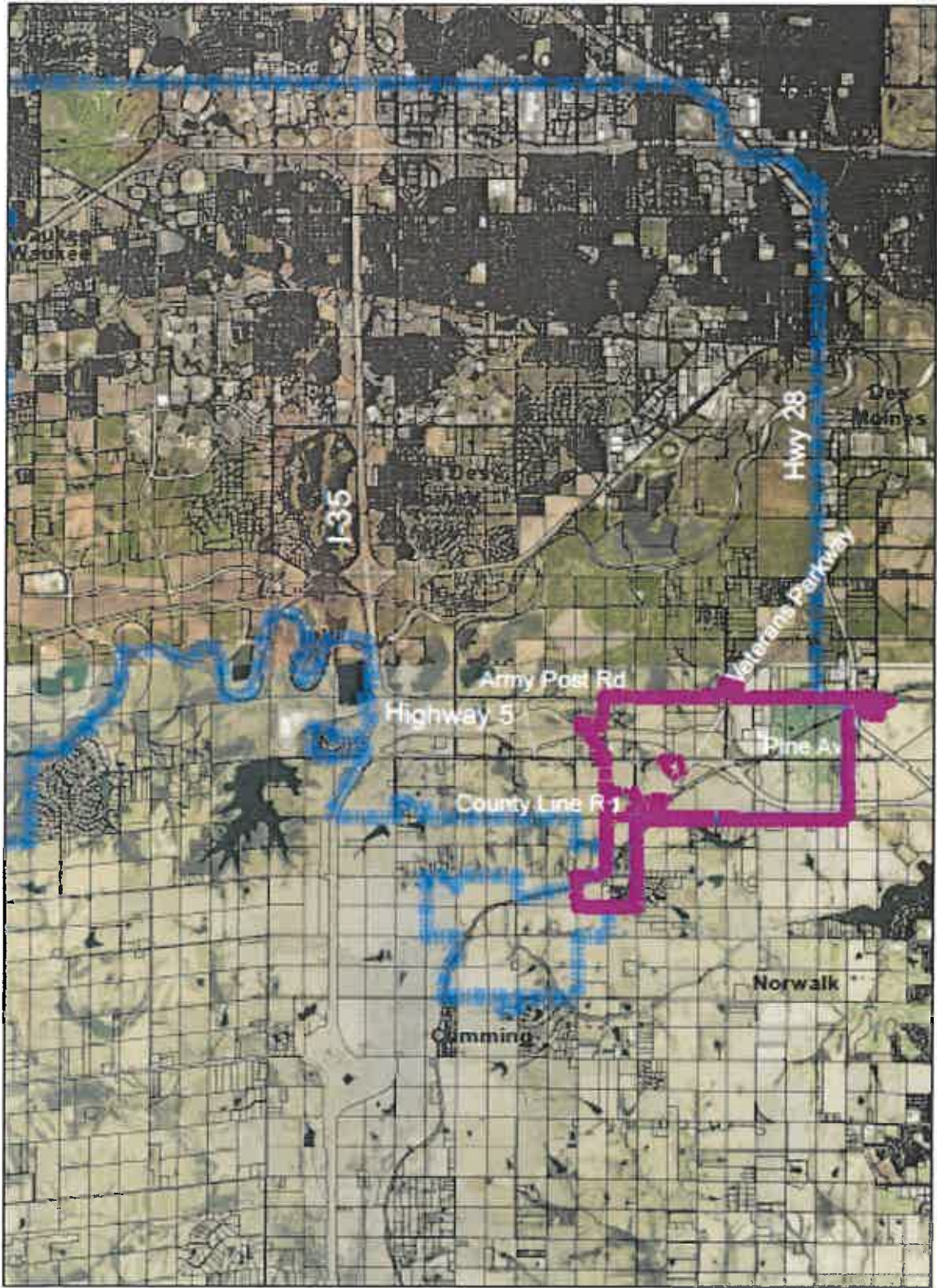
THENCE NORTH, ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 35, TO THE POINT OF BEGINNING.

**Exhibit B**  
**Original Area and Amendment No. 1 Area**



Location Map  
Alluvion Urban Renewal Plan - Amendment #1

**Exhibit C**  
**Urban Renewal Area Within Context of City**




 Vicinity Map  
Alluvion Urban Renewal Area - Amendment #1



COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT  
MEMORANDUM

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

**FROM:** Naomi Hamlett, AICP, Planner 

**DATE:** March 23, 2015

**RE:** Item 6d – Development Agreement for Microsoft (Mountain)

Representatives from Microsoft and City staff have agreed upon the terms of a draft development agreement which will combine the previous two development agreements into one document and will take into account that the timing of construction for DM-4 is not yet known. However, Microsoft has instituted a new approval process which requires that up to six people review and approve the document. This new process is taking longer than expected.

Staff recommends that the Public Hearing for the Development Agreement for Microsoft (Item 6d) be continued indefinitely.



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

DATE: March 23, 2015

**ITEM:**

- Public Hearing (5:35 p.m.)  
Frink Creek Sanitary Sewer

**FINANCIAL IMPACT:**

The Engineering Estimate of Construction Cost was estimated to be \$1,552,578.00 for the Frink Creek Sanitary Sewer Project. There were four (4) bids submitted with the low bid of \$1,508,606.36 being submitted by S.M. Hentges & Son's, Inc. 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:**

Work will start in the near future and the sewer work is scheduled to be completed by December 15, 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 S.M. Hentges & Son's, Inc.

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	March 13, 2015
Dates(s) Published	Des Moines Register

**SUBCOMMITTEE REVIEW (if applicable)**

Committee	Public Works		
Date Reviewed	March 16, 2015		
Recommendation	Yes	No	Split

**RESOLUTION**

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

**WHEREAS**, on March 9, 2015, Plans, Specifications, Form of Contract, and Estimate of Cost were filed with the City Clerk for the following described public improvement:

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

and,

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

therefore,

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

**PASSED AND APPROVED 23rd 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:

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

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 S.M. Hentges & Son's, Inc. in the amount of \$1,508,606.36 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 Frink Creek Sanitary Sewer is hereby awarded to S.M. Hentges & Son's, Inc. in the amount of \$1,508,606.36 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 23rd day of March, 2015.**

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

ATTEST:

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

**BID TABULATION**  
**WEST DES MOINES, IOWA**  
**FRINK CREEK SANITARY SEWER**  
**PROJECT NO. 0510-030-2010**

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	S.M. Hentges & Son's, Inc. 650 Quaker Avenue Jordan, Minnesota 55352		J & K Contracting 1307 E. Lincoln Way Ames, Iowa 50010		Raccoon Valley Contractors 520 SE Prairie Park Lane Waukee, Iowa 50263	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1.	Sanitary Sewer in Place - 8"	LF	2,682	\$ 65.00	\$ 174,330.00	\$ 110.00	\$ 295,020.00	\$ 90.00	\$ 241,380.00
2.	Sanitary Sewer in Place - 8" C900	LF	286	141.00	40,326.00	110.00	31,460.00	118.00	33,748.00
3.	Sanitary Sewer in Place - 8" DI	LF	10	131.00	1,310.00	200.00	2,000.00	210.00	2,100.00
4.	Sanitary Sewer in Place - 12"	LF	3,148	73.50	231,378.00	130.00	409,240.00	130.00	409,240.00
5.	Sanitary Sewer in Place - 12" DI	LF	16	203.00	3,248.00	210.00	3,360.00	210.00	3,360.00
6.	Sanitary Sewer Tunnelle in Casing - 8"	LF	295	417.00	123,015.00	275.00	81,125.00	300.00	88,500.00
7.	Force Main - 8"	LF	3,540	27.00	95,580.00	35.00	123,900.00	37.00	130,980.00
8.	Force Main Tunnelle or Bored in Place - 8"	LF	100	180.00	18,000.00	70.00	7,000.00	115.00	11,500.00
9.	Manholes - Type SW 301 - 48"	Ea.	25	4,652.00	116,300.00	4,500.00	112,500.00	4,000.00	100,000.00
10.	Manholes - Type SW-303 - 72"	Ea.	1	10,299.00	10,299.00	16,500.00	16,500.00	11,000.00	11,000.00
11.	Connect to Existing Manhole - Sta. 400+30	LS	1	xxxxx	5,000.00	xxxxx	8,000.00	xxxxx	500.00
12.	Modify Existing Manhole - Sta 217+83.76	LS	1	xxxxx	4,002.00	xxxxx	4,500.00	xxxxx	8,000.00
13.	Drop Connection - 12"	Ea.	1	6,659.00	6,659.00	9,500.00	9,500.00	500.00	500.00
14.	Concrete Encasement	LF	20	275.00	5,500.00	75.00	1,500.00	140.00	2,800.00
15.	Video Inspection of Sanitary Sewer	LF	6,376	2.00	12,752.00	2.00	12,752.00	2.00	12,752.00
16.	15" CMP Culvert	LF	182	27.00	4,914.00	45.00	8,190.00	55.00	10,010.00
17.	15" RCP Culvert	LF	62	31.00	1,922.00	50.00	3,100.00	70.00	4,340.00
18.	18" RCP Culvert	LF	72	35.00	2,520.00	55.00	3,960.00	80.00	5,760.00
19.	24" CMP Culvert	LF	15	44.00	660.00	60.00	900.00	120.00	1,800.00
20.	24" RCP Culvert	LF	6	46.00	276.00	120.00	720.00	150.00	900.00
21.	Rip- Rap	Ton	110	54.00	5,940.00	54.80	6,028.00	60.00	6,600.00
22.	Granular Surfacing	Ton	450	23.00	10,350.00	30.00	13,500.00	25.00	11,250.00
23.	6" HMA Driveway	SY	185	65.00	12,025.00	90.00	16,650.00	95.00	17,575.00

**BID TABULATION  
WEST DES MOINES, IOWA  
FRINK CREEK SANITARY SEWER  
PROJECT NO. 0510-030-2010**

1. Construct the Frink Creek Sanitary Sewer for the following unit and lump sum prices:									
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
24.	6" PCC Driveway	SY	30	93.00 \$	2,790.00 \$	100.00 \$	3,000.00 \$		
25.	Lift Station	LS	1	xxxxx	493,663.06	xxxxx	519,060.00		
26.	Stabilizing Material	Ton	60	28.00	1,680.00	30.00	1,800.00		
27.	Erosion Control	LS	1	xxxxx	28,356.00	xxxxx	26,000.00		
28.	Seeding	Acre	21.7	1,989.00	43,161.30	2,000.00	43,400.00		
29.	Sodding	SQ	650	66.00	42,900.00	65.00	42,250.00		
30.	Construction Staking	LS	1	xxxxx	7,000.00	xxxxx	7,000.00		
31.	Traffic Control	LS	1	xxxxx	2,750.00	xxxxx	3,500.00		
<b>TOTAL BID (Items 1. - 31.)</b>					<b>\$1,508,606.36</b>		<b>\$1,759,555.00</b>		<b>\$1,773,000.00</b>

S.M.Hentges & Son's, Inc.  
650 Quaker Avenue  
Jordan, Minnesota 55352

J & K Contracting  
1307 E. Lincoln Way  
Ames, Iowa 50010

Raccoon Valley Contractors  
520 SE Prairie Park Lane  
Waukee, Iowa 50263

**BID TABULATION**  
**WEST DES MOINES, IOWA**  
**FRINK CREEK SANITARY SEWER**  
**PROJECT NO. 0510-030-2010**

1. Construct the Frink Creek Sanitary Sewer for the following unit and lump sum prices:		H & W Contracting LLC 3416 W. Hovland Sioux Falls, South Dakota 57107	
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY
1.	Sanitary Sewer in Place - 8"	LF	2,682
		UNIT PRICE	EXTENDED PRICE
		\$ 180.00	\$ 482,760.00
2.	Sanitary Sewer in Place - 8" C900	LF	286
		185.00	52,910.00
3.	Sanitary Sewer in Place - 8" DI	LF	10
		230.00	2,300.00
4.	Sanitary Sewer in Place - 12"	LF	3,148
		185.00	582,380.00
5.	Sanitary Sewer in Place - 12" DI	LF	16
		245.00	3,920.00
6.	Sanitary Sewer Tunneled in Casing - 8"	LF	295
		350.00	103,250.00
7.	Force Main - 8"	LF	3,540
		35.00	123,900.00
8.	Force Main Tunneled or Bored in Place - 8"	LF	100
		110.00	11,000.00
9.	Manholes - Type SW 301 - 48"	Ea.	25
		4,600.00	115,000.00
10.	Manholes - Type SW-303 - 72"	Ea.	1
		13,500.00	13,500.00
11.	Connect to Existing Manhole - Sta. 400+30	LS	1
		xxxxx	6,700.00
12.	Modify Existing Manhole - Sta 217+83.76	LS	1
		xxxxx	2,500.00
13.	Drop Connection - 12"	Ea.	1
		7,000.00	7,000.00
14.	Concrete Encasement	LF	20
		500.00	10,000.00
15.	Video Inspection of Sanitary Sewer	LF	6,376
		3.00	19,128.00
16.	15" CMP Culvert	LF	182
		60.00	10,920.00
17.	15" RCP Culvert	LF	62
		65.00	4,030.00
18.	18" RCP Culvert	LF	72
		68.00	4,896.00
19.	24" CMP Culvert	LF	15
		72.00	1,080.00
20.	24" RCP Culvert	LF	6
		95.00	570.00
21.	Rip- Rap	Ton	110
		60.00	6,600.00
22.	Granular Surfacing	Ton	450
		28.00	12,600.00
23.	6" HIMA Driveway	SY	185
		80.00	14,800.00

**BID TABULATION**  
**WEST DES MOINES, IOWA**  
**FRINK CREEK SANITARY SEWER**  
**PROJECT NO. 0510-030-2010**

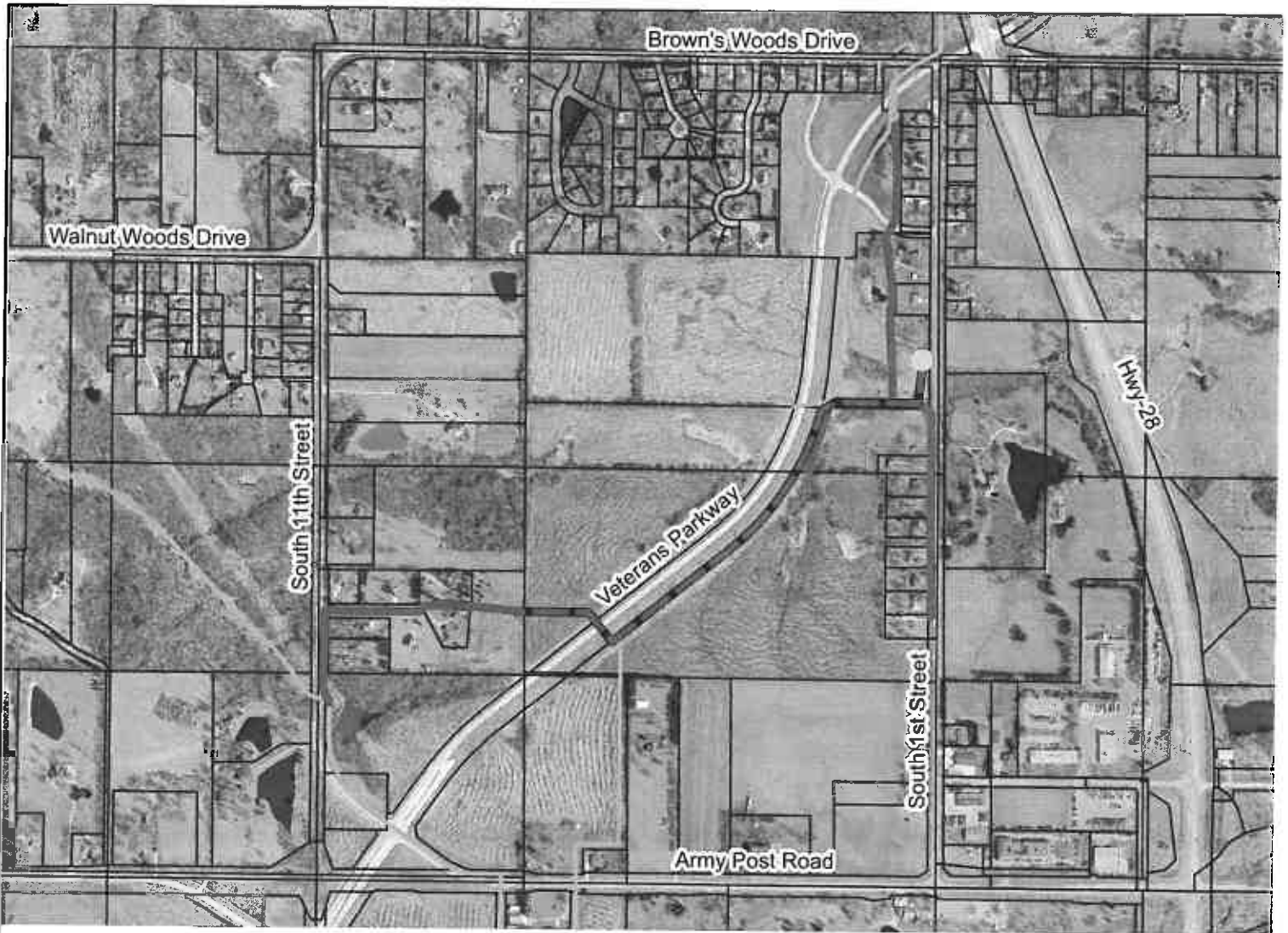
1. Construct the Frink Creek Sanitary Sewer for the following unit and lump sum prices:		H & W Contracting LLC 3416 W. Hovland Sioux Falls, South Dakota 57107		
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	EXTENDED PRICE
24.	6" PCC Driveway	SY	30	95.00 \$ 2,850.00
25.	Lift Station	LS	1	xxxxx 500,000.00
26.	Stabilizing Material	Ton	60	56.00 3,360.00
27.	Erosion Control	LS	1	xxxxx 27,800.00
28.	Seeding	Acre	21.7	1,950.00 42,315.00
29.	Sodding	SQ	650	65.00 42,250.00
30.	Construction Staking	LS	1	xxxxx 240,000.00
31.	Traffic Control	LS	1	xxxxx 10,000.00
<b>TOTAL BID (Items 1. - 31.)</b>				<b>\$2,460,319.00</b>



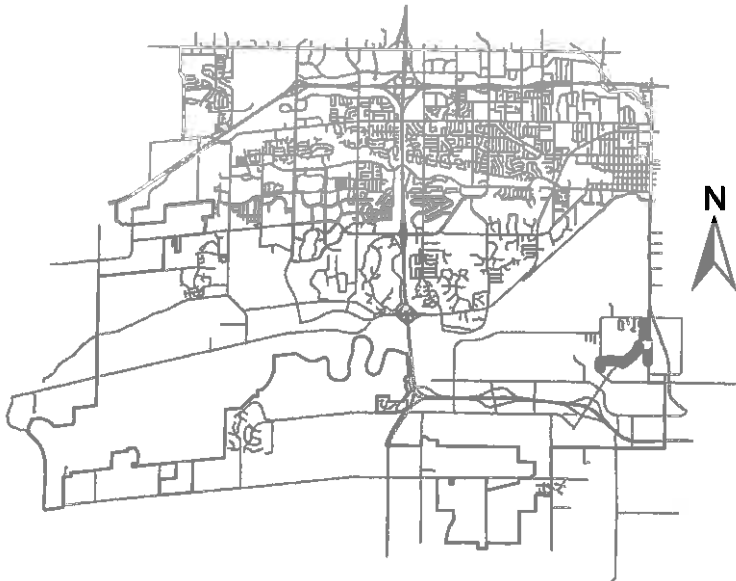
I hereby certify that this is a true tabulation of bids received on March 18, 2015 by the City of West Des Moines, Iowa.

*H. Robert Veenstra Jr.*  
 H. Robert Veenstra Jr., P.E.  
 Iowa License No. 9037






My license renewal date is December 31, 2016



**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)273-0802

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



CITY OF WEST DES MOINES  
CITY COUNCIL MEETING COMMUNICATION

DATE: March 23, 2015

**ITEM:**

- Public Hearing (5:35 p.m.)  
2015 PCC Patching Program Phase 1

**FINANCIAL IMPACT:**

The Engineering Estimate of construction cost was estimated to be \$1,167,720.00 for the 2015 PCC Patching Program Phase 1. There were three bids submitted with the low bid of \$1,012,884.00 being submitted by The Concrete Co. of Grimes, Iowa. Payments will be made from budgeted account no. 4285.75.820.6.7910.

**BACKGROUND:**

The 2015 PCC Patching Program Phase 1 project is 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 Adopting Plans, Specifications, Form of Contract, and Estimate of Costs;
- Motion receiving and filing Report of Bids;
- Resolution Awarding the Construction Contract to The Concrete Co.

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

**STAFF REVIEWS**

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

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

Published In	<i>Des Moines Register</i>
Dates(s) Published	<i>March 13, 2015</i>

**SUBCOMMITTEE REVIEW (if applicable)**

Committee	Public Works		
Date Reviewed	March 16, 2015		
Recommendation	<b>Yes</b>	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 March 9, 2015 Plans, Specifications, Form of Contract, and Estimate of Cost were filed with the City Clerk for the following described public improvement:

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

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 23rd 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 PCC Patching Program Phase 1  
Project No. 0510-008-2015**

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 The Concrete Co. in the amount of \$1,012,884.00 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 PCC Patching Program Phase 1 is hereby awarded to The Concrete Co. in the amount of \$1,012,884.00 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 Manager or Deputy City Manager after the contractor is given a written notice to proceed by the City Engineer.

**PASSED AND ADOPTED** this 23rd day of March, 2015.

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

ATTEST:

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

**BID TABULATION**  
**2015 PCC PATCHING PROGRAM PHASE 1**  
**Project No. 0510-008-2015**



West Des Moines

**Engineer's Estimate**

**Bidder No. 1:**  
 The Concrete Co.  
 P.O. Box 556  
 Grimes, Iowa 50111

**Bidder No. 2:**  
 Iowa Erosion Control, Inc.  
 1106 3rd St. PO Box Q  
 Victor, IA 52347

**Bidder No. 3:**  
 Kingston Services, LLC  
 119 19th St., Suite 201  
 West Des Moines, IA 50265

Description	Unit	Estimated Quantity	Engineer's Estimate		Bidder No. 1:		Bidder No. 2:		Bidder No. 3:	
			Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
<b>Removals Traffic Control</b>										
110 Existing Intake Removal	EA	7	1,000.00	\$ 7,000.00	\$1,000.00	\$7,000.00	\$1,200.00	\$8,400.00	\$1,200.00	\$8,400.00
<b>Fixture Adjustment</b>										
210 Sanitary Manhole Adjustment, Minor (Reuse Casting)	EA	1	1,000.00	\$ 1,000.00	\$750.00	\$750.00	\$750.00	\$750.00	\$750.00	\$2,100.00
220 Sanitary Manhole Adjustment, Minor (New Casting)	EA	1	1,500.00	\$ 1,500.00	\$1,200.00	\$1,200.00	\$1,500.00	\$1,500.00	\$2,500.00	\$2,500.00
230 Storm Manhole Adjustment, Minor	EA	1	800.00	\$ 800.00	\$600.00	\$600.00	\$600.00	\$600.00	\$1,900.00	\$1,900.00
240 Utility Manhole Adjustment, Minor	EA	1	1,000.00	\$ 1,000.00	\$500.00	\$500.00	\$500.00	\$500.00	\$1,600.00	\$1,600.00
250 Adjust Valve Box to Grade, Minor	EA	2	3,000.00	\$ 6,000.00	\$300.00	\$600.00	\$400.00	\$800.00	\$1,000.00	\$2,000.00
<b>Sewers and Drains</b>										
310 Not Used										
<b>Structures For Sanitary and Storm</b>										
410 Intake, Type M-A (Single Grate)	EA	4	3,500.00	\$ 14,000.00	\$3,500.00	\$14,000.00	\$2,690.00	\$10,760.00	\$5,600.00	\$22,400.00
420 Intake, Type M-C (Single Grate W/ MH)	EA	1	4,000.00	\$ 4,000.00	\$3,750.00	\$3,750.00	\$4,300.00	\$4,300.00	\$6,900.00	\$6,900.00
430 Intake, Type M-D (Double Grate)	EA	1	4,500.00	\$ 4,500.00	\$4,250.00	\$4,250.00	\$4,840.00	\$4,840.00	\$8,000.00	\$8,000.00
440 Intake, Type M-E (Double Grate W/ MH)	EA	1	5,000.00	\$ 5,000.00	\$4,500.00	\$4,500.00	\$6,235.00	\$6,235.00	\$8,500.00	\$8,500.00
450 Intake, Type M-A & M-C Wall Top Only	EA	1	3,000.00	\$ 3,000.00	\$1,500.00	\$1,500.00	\$1,720.00	\$1,720.00	\$3,500.00	\$3,500.00
460 Intake, Type M-D & M-E Wall Top Only	EA	6	3,500.00	\$ 21,000.00	\$1,950.00	\$11,700.00	\$2,690.00	\$16,140.00	\$3,100.00	\$18,600.00
<b>Excavation And Backfill</b>										
510 Not Used										
<b>Street Patching and Pavement Repair</b>										
610 9" PCC Full Depth Patches	SY	4,317	95.00	\$ 410,115.00	\$96.25	\$415,511.25	\$115.00	\$496,455.00	\$96.00	\$414,432.00
620 9" PCC Full Depth Patches (IA DOT 5 Hr. PCC Mix)	SY	1,267	135.00	\$ 171,045.00	\$118.50	\$150,139.50	\$132.50	\$167,877.50	\$138.00	\$174,846.00
630 10" PCC Full Depth Patches (IA DOT 5 Hr. PCC Mix)	SY	1,557	145.00	\$ 225,765.00	\$132.00	\$205,524.00	\$140.00	\$217,980.00	\$149.00	\$231,993.00
640 9" PCC Median Replacement	SY	10	125.00	\$ 1,250.00	\$100.00	\$1,000.00	\$110.00	\$1,100.00	\$200.00	\$2,000.00
650 PCC Curb and Gutter Replacement	LF	100	50.00	\$ 5,000.00	\$70.00	\$7,000.00	\$75.00	\$7,500.00	\$124.00	\$12,400.00
660 PCC Partial Depth Patching (Type BA)	SF	2,440	40.00	\$ 97,600.00	\$40.00	\$97,600.00	\$40.00	\$97,600.00	\$40.00	\$97,600.00
670 PCC Partial Depth Patching (Type BE)	SF	490	60.00	\$ 29,400.00	\$60.00	\$29,400.00	\$50.00	\$24,500.00	\$50.00	\$24,500.00
<b>Shoulders and Driveways</b>										
710 6" Sidewalk Replacement, Unspecified Locations	SY	25	60.00	\$ 1,500.00	\$55.00	\$1,375.00	\$100.00	\$2,500.00	\$60.00	\$1,500.00
720 4" Sidewalk Replacement, Unspecified Locations	SY	25	55.00	\$ 1,375.00	\$50.00	\$1,250.00	\$60.00	\$1,500.00	\$60.00	\$1,500.00
730 6" Driveway Replacement, Unspecified Locations	SY	250	65.00	\$ 16,250.00	\$60.00	\$15,000.00	\$75.00	\$18,750.00	\$72.00	\$18,000.00
740 Pre-manufactured Detectable Warning Panels (2' x 4')	EA	4	300.00	\$ 1,200.00	\$200.00	\$800.00	\$200.00	\$800.00	\$250.00	\$1,000.00
<b>Traffic Control</b>										
810 Traffic Control	LS	1	100,000.00	\$ 100,000.00	\$18,500.00	\$18,500.00	\$50,000.00	\$50,000.00	\$130,000.00	\$130,000.00
<b>Painted Pavement Markings</b>										
910 Broken White Line 4" (Equivalent)	LF	651	10.00	\$ 6,510.00	\$1.25	\$813.75	\$2.27	\$1,477.77	\$2.00	\$1,302.00
920 Broken Yellow Line 4" (Equivalent)	LF	38	10.00	\$ 380.00	\$1.25	\$47.50	\$2.27	\$86.26	\$2.00	\$76.00
930 Solid White Line 4" (Equivalent)	LF	609	10.00	\$ 6,090.00	\$2.00	\$1,218.00	\$2.27	\$1,382.43	\$2.00	\$1,218.00
940 Solid White Line 4" (Equivalent)	LF	150	10.00	\$ 1,500.00	\$2.00	\$300.00	\$2.27	\$340.50	\$2.00	\$300.00
950 Double Yellow Lines 4"-8"-4" (Equivalent)	LF	1,244	10.00	\$ 12,440.00	\$1.25	\$1,555.00	\$2.27	\$2,823.88	\$2.00	\$2,488.00
960 Left Turn Arrow	EA	1	300.00	\$ 300.00	\$100.00	\$100.00	\$125.00	\$125.00	\$250.00	\$250.00
970 Cross Walk (2' x 6' Blocks)	EA	1	300.00	\$ 300.00	\$100.00	\$100.00	\$125.00	\$125.00	\$250.00	\$250.00
980 Stop Bar	EA	1	300.00	\$ 300.00	\$100.00	\$100.00	\$62.00	\$62.00	\$250.00	\$250.00
<b>Traffic Signal Items</b>										
1010 Traffic Detection Loops	EA	16	1,000.00	\$ 16,000.00	\$950.00	\$15,200.00	\$1,095.00	\$16,560.00	\$1,100.00	\$17,600.00
<b>Total Project Cost:</b>				<b>\$1,167,720.00</b>		<b>\$1,012,884.00</b>		<b>\$1,166,090.34</b>		<b>\$1,219,905.00</b>

I hereby certify that this is a true tabulation of bids received on March 18, 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  
 Date 3-18-15

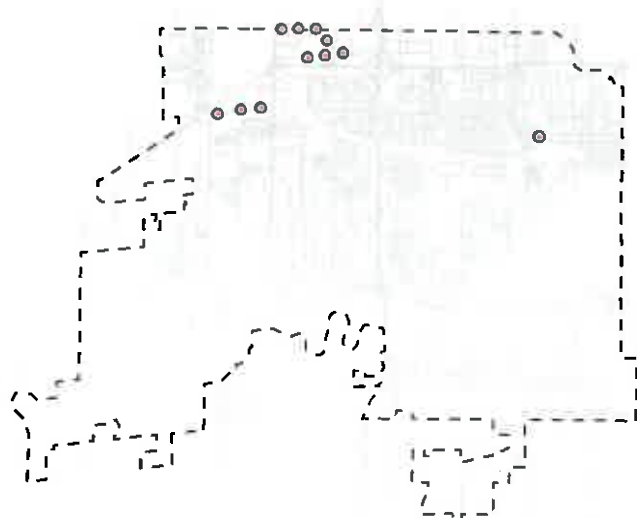
Registration Expires December 31, 2016  
 Pages covered by this Seal: 1 of 1



**VICINITY MAP**

**LEGEND**

PROJECT LOCATION



**LEGEND**

PROJECT LOCATION



**DEPARTMENT OF PUBLIC WORKS  
ENGINEERING DIVISION**  
560 S. 18TH STREET (515)222-3475  
WEST DES MOINES, IOWA 50265  
FAX NO. (515)222-3478

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

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

Date: March 23, 2015

**ITEM:** Village Cooperative, 845 S60th Street – Subdivision of property into two lots, one outlot, and one street lot – Real Estate Equities Development, LLC – FP-002547-2014

**RESOLUTION: Approval and Release of Final Plat**

**FINANCIAL IMPACT:** Undetermined.

**BACKGROUND:** The applicant, Real Estate Equities Development, represented by Keith Jans, in cooperation with the property owners, Brian & Lori Denton and Janet and William (Jr.) Denton, is requesting approval of a Final Plat to create two (2) lots, one (1) outlot and one (1) public street lot for dedication the City. Two of the three lots will be for Residential Medium Density development, while the third lot will be for commercial development immediately south of the two hotels being constructed in the Galleria development. It has been indicated that closing on the sale of two of the lots was to occur by April 1<sup>st</sup>. Construction of a Senior Apartment complex on Lot 1 immediately adjacent to S60th Street is anticipated to begin this year.

The associated Preliminary Plat for this property was approved by the City Council at the December 15, 2014 meeting in conjunction with the Overlay District Site Plan for the Village Cooperative Senior Apartment project. The property is located at the southwestern corner of S60th Street and Mills Civic Parkway, immediately south of the Unity Point Health Clinic.

**CITY COUNCIL SUBCOMMITTEE:** Development of the site for the Senior Apartment project was presented to the Development and Planning City Council Subcommittee at the June 27, 2013 meeting. As indicated above, the associated Preliminary Plat and Overlay District Site Plan were approved by the City Council on December 15, 2014. Subsequent to the approval of the Preliminary Plat and Site Plan, the adjacent property owner immediately to the south and to whom a shared access drive was planned, Calvary Baptist Church, decided that they did not want the drive interconnect that was intended. Staff brought this to the attention of the Subcommittee at the January 29, 2015 meeting. See continued discussion below.

**OUTSTANDING ISSUES:** There are no outstanding issues with the plat itself. The applicant has stated that they are in agreement with all of staff's recommendations and conditions. Staff would note the following items of interest:

- **Interconnect with Calvary Baptist Church:** With the reconstruction of S60th Street and implementation of medians, Calvary Baptist's current access to S60th Street will become a right-in/right-out only access. As part of the development of Village Cooperative's site plan, a shared full access off of S60th Street was located between the two properties along the common property boundary. This was initially agreed to by the Calvary Baptist Church, but at the advice of a real estate professional, the church has subsequently indicated they are no longer interested in a connection to the property to the north as they wish to keep their current access off of S60th Street. Staff continues to have discussions with Calvary Baptist Church to attempt to identify an agreeable driveway interconnect.
- **Construction of Access Drive from S60th Street:** A 3-lane access drive is necessary on the west side of S60th Street for lane continuity to the anticipated 3-lane drive necessary from the Glennan South commercial development located on the opposite side of S60th Street. Village Cooperative had agreed to, and planned to pave all three lanes of the access drive to S60th Street in conjunction with development of their site if the church grants the necessary access and grading easements (two lanes located on the Village Cooperative property with the third lane straddling the common boundary) and executes the appropriate maintenance agreements. With the church no longer interested in having a connection, Village Cooperative now intends to construct two lanes on their property, leaving the third lane for the church to pave at such time that a median is constructed on S60th Street in front of Calvary Baptist's property.

Staff would also note that as part of this approval, the Council is approving and accepting the following:

- Surety in lieu of public improvements associated with the construction of Storm and Sanitary Sewer, including all appurtenances associated with said improvements;
- A deed for Lot A to be dedicated as public street right(s)-of-way for S60th Street;
- Legal documents to establish public easements for Storm, Sanitary and Ingress-Egress/Cross Access to property to the north;
- Parkland Dedication Agreement which specifies improvements required of the development;
- Storm Water Management Maintenance Facility Covenant and Permanent Easement Agreement for this property; and,
- An Agreement and Waiver acknowledging and committing to the applicant's participation in improvements to S60th Street adjacent to the applicant's property.

**COMPREHENSIVE PLAN CONSISTENCY:** The project has been reviewed for consistency with the Comprehensive Plan. Based upon that review, a finding has been made that the proposed project is consistent with the Comprehensive Plan in that the project is consistent with all of the goals and policies of the Comprehensive Plan and the land use map of the Comprehensive Plan.

**TOWN CENTER OVERLAY DISTRICT CONSISTENCY:** The proposed project has been reviewed for consistency with the proposed Town Center Overlay District Guidelines. Based upon that review, a finding has been made that the proposed project is consistent with the Town Center Overlay District Guidelines in that the plan is consistent with the overall objective and intents of the Town Center Overlay District Guidelines.

**RECOMMENDATION:** Based upon the preceding review and a finding of consistency with the goals and policies of the Comprehensive Plan and Town Center Overlay District, staff recommends the City Council approve the Final Plat, Village Cooperative to establish two (2) lots, one (1) outlot and one (1) street lot for dedication to the City, subject to the applicant complying with all applicable City Code requirements and the following:

1. The applicant granting the necessary Ingress-Egress/Cross Access Easements to allow a driveway interconnect to Calvary Baptist property located immediately south of the subject plat.

Lead Staff Member: Lynne Twedt

*DCW Jan 29 2015*

**Staff Reviews:**

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

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

Published In	n/a
Date(s) Published	n/a
Letter sent to surrounding property owners	n/a

**SUBCOMMITTEE REVIEW (if applicable)**

Committee	Development & Planning		
Date Reviewed	6-27-2013 & 1-29-2015		
Recommendation	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Split <input type="checkbox"/>

**ATTACHMENTS:**

- Exhibit I - Location Map
- Exhibit II - Final Plat
- Exhibit III - Resolution: Approval and Release of Final Plat



# Village Cooperative Final Plat



839.2 0 419.60 839.2 Feet

NAD\_1983\_StatePlane\_Iowa\_South\_FIPS\_1402\_Feet  
© City of West Des Moines, Iowa

Disclaimer: The City of West Des Moines makes no warranties regarding the accuracy or completeness of the data provided herein.

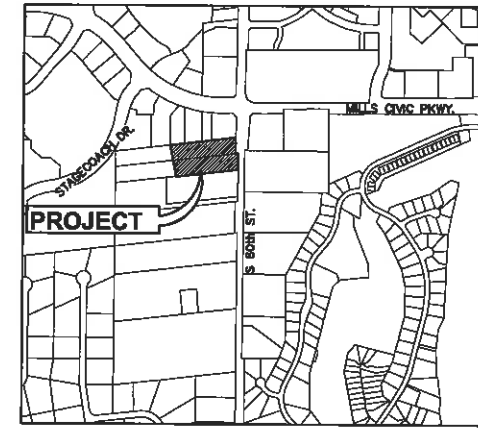
THIS MAP IS NOT TO BE USED FOR NAVIGATION



# VILLAGE COOPERATIVE

## FINAL PLAT

VICINITY MAP  
NOT TO SCALE



OWNER:

BRIAN J DENTON AND LORI J D.  
799 SOUTH 60TH STREET  
WEST DES MOINES, IA 50266

AND

WILLIAM J DENTON, JR AND JANET M DENTON  
845 SOUTH 60TH STREET  
WEST DES MOINES, IA 50266

APPLICANT

REAL ESTATE EQUITIES DEVELOPMENT, LLC  
1400 CORPORATE CENTER CURVE  
SUITE 100, EAGAN, MN 55121  
CONTACT: KEITH JANS  
(651) 780-6306

ENGINEER/SURVEYOR:

CIVIL DESIGN ADVANTAGE  
3405 SE CROSSROADS DR, SUITE G  
GRIMES, IOWA 50111  
CONTACT: MIKE LEE  
(515) 250-5947

DATE OF SURVEY:

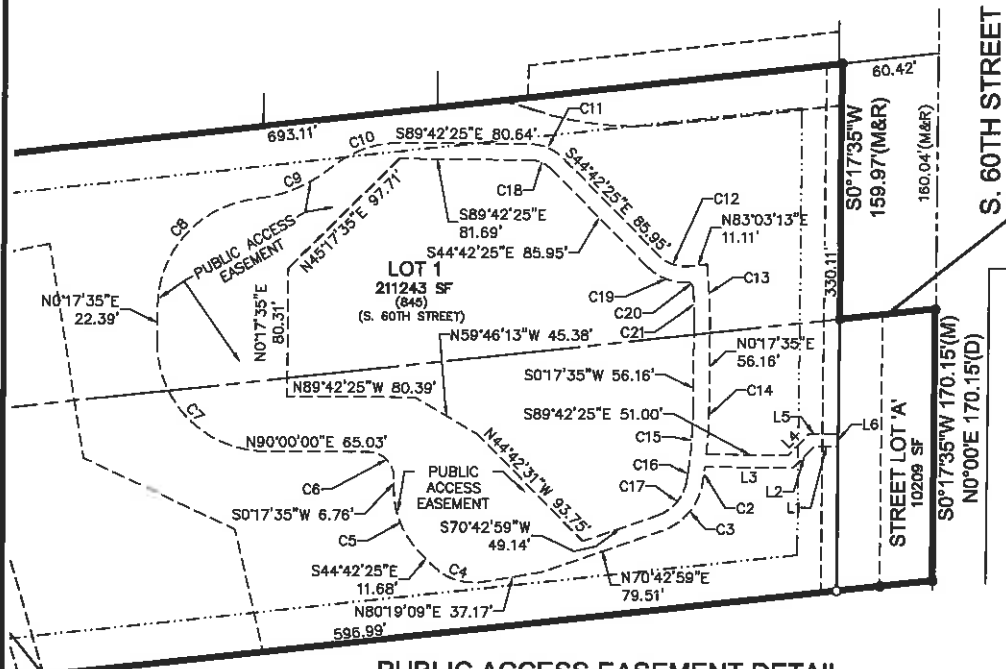
OCTOBER 12, 2013

COMPREHENSIVE PLAN USE

REGIONAL COMMERCIAL (RC): LOT 2  
MEDIUM DENSITY RESIDENTIAL (MD): LOT 1 & LOT 3

GENERAL NOTES:

- ALL BEARINGS ARE BASED ON AN ASSUMED BEARING FOR COMPUTATION PURPOSE.
- THIS BOUNDARY MEETS OR EXCEEDS THE MINIMUM STANDARDS OF 1 IN 10,000 FOR THE BOUNDARY CLOSURE AND 1 IN 5,000 FOR INDIVIDUAL LOT CLOSURE.

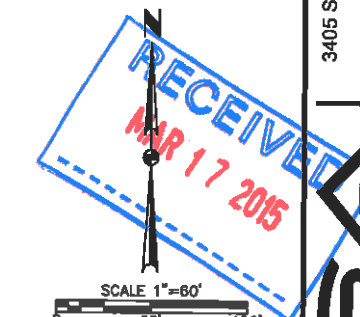
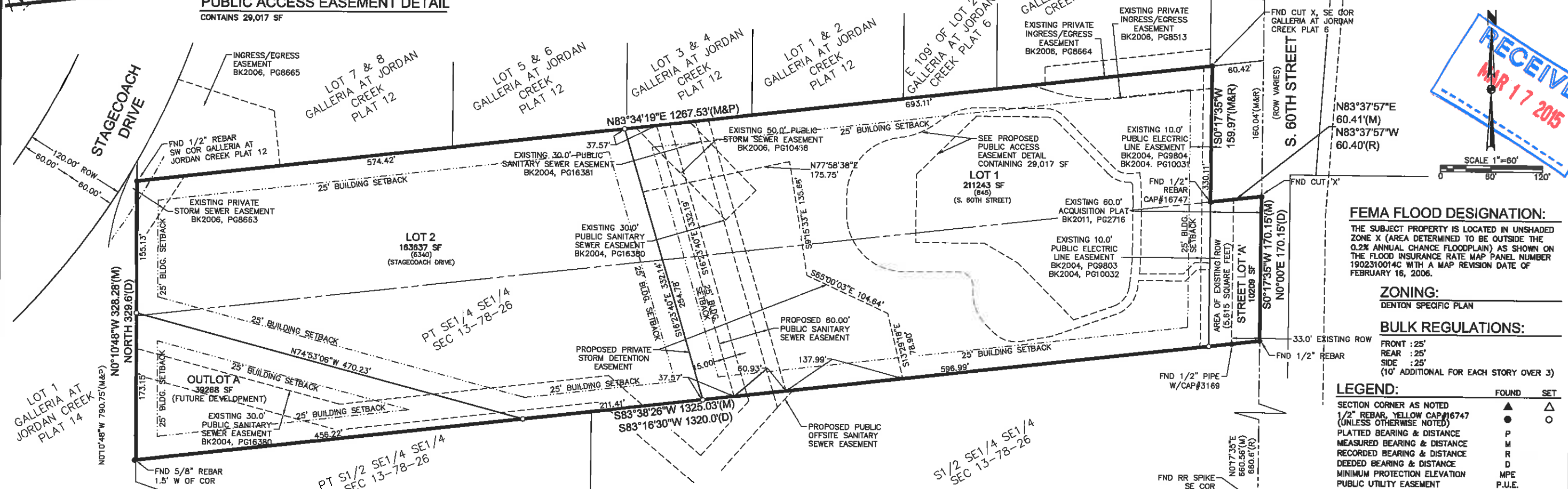


**PUBLIC ACCESS EASEMENT DETAIL**  
CONTAINS 29,017 SF

**PLAT DESCRIPTION:**

BEGINNING AT A POINT 660.6 FEET NORTH OF THE SOUTHEAST CORNER OF SECTION 13, TOWNSHIP 78 NORTH, RANGE 26, WEST OF THE 5TH P.M., WEST DES MOINES, DALLAS COUNTY, IOWA, THENCE WESTERLY 1320 FEET TO A POINT 659.2 FEET FROM THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION, THENCE NORTH 329.6 FEET ON A LINE PARALLEL TO AND 1320.0 FEET DISTANT FROM THE EAST LINE OF SAID SOUTHEAST QUARTER, THENCE EASTERLY 1320.0 FEET TO A POINT 990.9 FEET FROM THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION, THENCE SOUTH 330.0 FEET TO THE POINT OF BEGINNING, SUBJECT TO ESTABLISHED HIGHWAYS EXCEPT A PARCEL OF LAND IN SOUTHEAST QUARTER SOUTHEAST QUARTER OF SAID SECTION 13, DESCRIBED AS FOLLOWS: COMMENCING AT THE EAST QUARTER CORNER OF SECTION 13, THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION 13, (ON AN ASSUMED BEARING OF SOUTH 0 DEGREES 00 MINUTES) 1,811.65 FEET, TO THE POINT OF BEGINNING; THENCE SOUTH 83 DEGREES 15 MINUTES 36 SECONDS WEST, 1,320.0 FEET; THENCE SOUTH 0 DEGREES 00 MINUTES 169.8 FEET; THENCE NORTH 83 DEGREES 16 MINUTES 30 SECONDS EAST 1,320.0 FEET; THENCE NORTH 0 DEGREES 00 MINUTES 170.15 FEET TO THE POINT OF BEGINNING; AND EXCEPT LAND DEEDED TO THE CITY OF WEST DES MOINES, IOWA AND RECORDED IN BOOK 2011, PAGE 2716.

A PARCEL OF LAND IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE 1/4 SE 1/4) OF SECTION 13, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE 5TH P.M., WEST DES MOINES, DALLAS COUNTY, IOWA, DESCRIBED AS FOLLOWS: COMMENCING AT THE EAST QUARTER CORNER OF SECTION 13-78-26, THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION 13 (ON AN ASSUMED BEARING OF SOUTH 0 DEGREES 00 MINUTES), 1,811.65 FEET, TO THE POINT OF BEGINNING; THENCE SOUTH 83 DEGREES 15 MINUTES 36 SECONDS WEST, 1,320.0 FEET; THENCE SOUTH 0 DEGREES 00 MINUTES, 169.8 FEET; THENCE NORTH 83 DEGREES 16 MINUTES 30 SECONDS EAST 1,320.0 FEET; THENCE NORTH 0 DEGREES 00 MINUTES 170.15 FEET TO THE POINT OF BEGINNING. DALLAS COUNTY, IOWA.



**FEMA FLOOD DESIGNATION:**

THE SUBJECT PROPERTY IS LOCATED IN UNSHADED ZONE X (AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AS SHOWN ON THE FLOOD INSURANCE RATE MAP PANEL NUMBER 1902310014C WITH A MAP REVISION DATE OF FEBRUARY 16, 2006.

**ZONING:**

DENTON SPECIFIC PLAN

**BULK REGULATIONS:**

FRONT : 25'  
REAR : 25'  
SIDE : 25'  
(10' ADDITIONAL FOR EACH STORY OVER 3)

**LEGEND:**

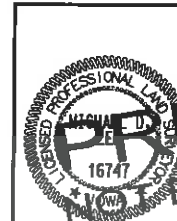
SECTION CORNER AS NOTED (UNLESS OTHERWISE NOTED)	FOUND	SET
PLATTED BEARING & DISTANCE	P	M
MEASURED BEARING & DISTANCE	R	D
RECORDED BEARING & DISTANCE	MPE	P.U.E.
DEEDED BEARING & DISTANCE		
MINIMUM PROTECTION ELEVATION		
PUBLIC UTILITY EASEMENT		
CENTERLINE		
SECTION LINE		
EASEMENT LINE		

**CURVE DATA:**

CURVE	DELTA	RADIUS	LENGTH	BEARING	CHORD	CURVE	DELTA	RADIUS	LENGTH	BEARING	CHORD
C2	1°33'05"	327.00'	8.85'	N74°2'55"E	8.85'	C10	39°36'45"	68.00'	47.01'	N70°29'13"E	46.08'
C3	63°46'36"	38.00'	42.30'	N38°49'41"E	40.15'	C11	45°00'00"	28.00'	21.99'	S67°12'25"E	21.43'
C4	54°58'26"	36.00'	34.54'	S72°11'38"E	33.23'	C12	52°14'22"	23.00'	20.97'	S70°49'36"E	20.25'
C5	45°00'00"	56.00'	43.98'	S22°12'25"E	42.86'	C13	7°39'34"	273.00'	36.49'	N3°32'12"W	36.47'
C6	90°17'35"	16.00'	25.21'	S44°51'12"E	22.89'	C14	5°33'18"	273.00'	26.47'	N3°04'14"E	26.46'
C7	90°17'35"	68.00'	107.16'	S44°51'12"E	96.41'	C15	7°45'50"	263.00'	35.64'	S4°10'30"W	35.61'
C8	83°27'57"	68.00'	99.06'	N42°01'34"E	90.53'	C16	1°07'02"	337.00'	6.57'	S7°29'54"W	6.57'
C9	33°04'42"	92.00'	53.11'	N67°13'11"E	52.38'	C17	63°46'36"	28.00'	31.17'	S38°49'41"W	29.58'

**LINE DATA:**

LINE	BEARING	LENGTH
L1	S89°42'25"E	14.80'
L2	S44°18'35"W	18.84'
L3	N89°42'25"W	55.27'
L4	N44°18'35"E	18.84'
L5	S89°42'25"E	18.20'
L6	N0°17'35"E	8.00'



I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

**PRELIMINARY**

FOR CONSTRUCTION

DATE: \_\_\_\_\_

LICENSE RENEWAL DATE IS DECEMBER 31, 2014  
PAGES OR SHEETS COVERED BY THIS SEAL: \_\_\_\_\_

THIS SHEET

FILE IN: VILLAGE COOPERATIVE - FINAL PLATING  
 DATE PLOTTED: 5/16/2015 2:19 PM  
 PLOTTED BY: DAVID HANSEN

**VILLAGE COOPERATIVE**  
**FINAL PLAT**

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

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

**RESOLUTION**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, ACCEPTING SURETY IN LIEU OF PUBLIC IMPROVEMENTS AND APPROVING AND RELEASING THE VILLAGE COOPERATIVE FINAL PLAT (FP-002547-2014) FOR THE PURPOSE OF CREATING TWO LOTS, ONE OUTLOT AND ONE PUBLIC STREET LOT**

WHEREAS, pursuant to the provisions of Title 10, Subdivision Regulations and Title 9, Zoning Chapter 1 et seq, of the West Des Moines Municipal Code, the applicant, Real Estate Equities Development, LLC., in conjunction with the property owners, William Jr. and Janet Denton and Brian and Lori Denton have requested approval for a Final Plat (FP-002547-2014) for that site located at 799 S60th Street and 845 S60th Street for the purpose of subdividing the property into two (2) lots for residential and commercial development, one (1) outlot for future development and one (1) public street lot for dedication to the City;

**Legal Description**  
See Attached Exhibit B

WHEREAS, studies and investigations were made, and staff reports and recommendations were submitted which is made a part of this record and herein incorporated by reference;

WHEREAS, the West Des Moines Plan and Zoning Commission has reviewed the Preliminary Plat for Village Cooperative and recommended approval on December 8, 2014, and;

WHEREAS, the Final Plat that was submitted for review was determined to be generally consistent with the Preliminary Plat for Village Cooperative that was reviewed and approved by the City Council on December 15, 2014, and;

WHEREAS, on March 23, 2015, this City Council held a duly-noticed hearing to consider the application for the Village Cooperative Final Plat (FP-002547-2014) and;

WHEREAS, the West Des Moines City Council adopted a resolution which approved the Final Plat for Village Cooperative at their meeting on March 23, 2015, subject to any conditions of approval, and;

WHEREAS, the necessary easements have been established for Storm, Sanitary and Ingress-Egress/Cross Access to the property to the north, and;

WHEREAS, the applicant has supplied a deed to the City of West Des Moines for Lot A to be dedicated as public street right(s)-of-way for S60th Street, and;

**WHEREAS**, the applicant has provided a Parkland Dedication Agreement which specifies improvements required of the development, and;

**WHEREAS**, the City Council did accept surety in lieu of constructing public improvements associated with the construction of Storm and Sanitary sewers, including all appurtenances, and;

**WHEREAS**, the City Council did accept the Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement for this property, and;

**WHEREAS**, the City Council did accept an Agreement and Waiver acknowledging and committing to the applicant's participation in improvements to S60th Street, and;

**WHEREAS**, the City Council approves of the following address assignments;

- Lot 1 – 845 S60th Street
- Lot 2 – 6340 Stagecoach Drive

**WHEREAS**, Village Cooperative is zoned Denton Specific Plan and meets all requirements of the City's Zoning Code.

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

**SECTION 1.** The findings of consistency with the Comprehensive Plan and Town Center Overlay District as stated in the staff report, dated March 23, 2015, or as amended orally at the City Council hearing of March 23, 2015, are adopted.

**SECTION 2.** Final Plat, Village Cooperative (FP-002547-2014) is approved, subject to compliance with all the conditions in the staff report, dated March 23, 2015, including conditions added at the Hearing, if any, and attached hereto as Exhibit "A". Violation of any such conditions shall be grounds for revocation of the entitlement, as well as any other remedy which is available to the City.

**SECTION 3.** This resolution **does** release the Final Plat (FP-002547-2014) for recordation. The City Council of West Des Moines, Polk County, Iowa directs the City Clerk to release said plat for recordation in accordance with said City Council approval of the final plat on March 23, 2015 and Roll Call No. \_\_\_\_\_

### **CERTIFICATE**

I, Ryan T. Jacobson, City Clerk for said City, hereby certify that at a meeting of the City Council of said City of West Des Moines, held on March 23, 2015, among other proceedings, Roll Call No. \_\_\_\_\_ approved said plat on March 23, 2015, and released said Final Plat for recordation.

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

**IN WITNESS WHEREOF**, I have hereunto set my hand this 23rd day of March, 2015.

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

**ATTEST:**

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

**EXHIBIT A:  
CONDITIONS OF APPROVAL**

1. The applicant granting the necessary Ingress-Egress/Cross Access Easements to allow a driveway interconnect to Calvary Baptist property located immediately south of the subject plat.

**EXHIBIT B:  
LEGAL DESCRIPTION**

**PLAT DESCRIPTION:**

BEGINNING AT A POINT 660.6 FEET NORTH OF THE SOUTHEAST CORNER OF SECTION 13, TOWNSHIP 78 NORTH, RANGE 26, WEST OF THE 5TH P.M., WEST DES MOINES, DALLAS COUNTY, IOWA, THENCE WESTERLY 1320 FEET TO A POINT 659.2 FEET FROM THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION, THENCE NORTH 329.6 FEET ON A LINE PARALLEL TO AND 1320.0 FEET DISTANT FROM THE EAST LINE OF SAID SOUTHEAST QUARTER, THENCE EASTERLY 1320.0 FEET TO A POINT 990.9 FEET FROM THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION, THENCE SOUTH 330.0 FEET TO THE POINT OF BEGINNING, SUBJECT TO ESTABLISHED HIGHWAYS EXCEPT A PARCEL OF LAND IN SOUTHEAST QUARTER SOUTHEAST QUARTER OF SAID SECTION 13, DESCRIBED AS FOLLOWS: COMMENCING AT THE EAST QUARTER CORNER OF SECTION 13, THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION 13, (ON AN ASSUMED BEARING OF SOUTH 0 DEGREES 00 MINUTES) 1,811.65 FEET, TO THE POINT OF BEGINNING; THENCE SOUTH 83 DEGREES 15 MINUTES 36 SECONDS WEST, 1,320.0 FEET; THENCE SOUTH 0 DEGREES 00 MINUTES 169.8 FEET; THENCE NORTH 83 DEGREES 16 MINUTES 30 SECONDS EAST 1320.0 FEET; THENCE NORTH 0 DEGREES 00 MINUTES 170.15 FEET TO THE POINT OF BEGINNING; AND EXCEPT LAND DEEDED TO THE CITY OF WEST DES MOINES, IOWA AND RECORDED IN BOOK 2011, PAGE 2716.

A PARCEL OF LAND IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE  $\frac{1}{4}$  SE  $\frac{1}{4}$ ) OF SECTION 13, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE 5TH P.M., WEST DES MOINES, DALLAS COUNTY, IOWA, DESCRIBED AS FOLLOWS: COMMENCING AT THE EAST QUARTER CORNER OF SECTION 13-78-26, THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION 13 (ON AN ASSUMED BEARING OF SOUTH 0 DEGREES 00 MINUTES), 1,811.65 FEET, TO THE POINT OF BEGINNING; THENCE SOUTH 83 DEGREES 15 MINUTES 36 SECONDS WEST, 1,320.0 FEET; THENCE SOUTH 0 DEGREES 00 MINUTES, 169.8 FEET; THENCE NORTH 83 DEGREES 16 MINUTES 30 SECONDS EAST 1,320.0 FEET; THENCE NORTH 0 DEGREES 00 MINUTES 170.15 FEET TO THE POINT OF BEGINNING; DALLAS COUNTY, IOWA.

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

Date: March 23, 2015

**ITEM:** Keller Williams, 4001 Westown Parkway – Approval of a Major Modification to Site Plan for exterior modifications and landscaping – Golden Circle Investments, LLC – MaM-002522-2014

**RESOLUTION: Approval of Major Modification to Approved Site Plan**

**FINANCIAL IMPACT:** Undetermined.

**BACKGROUND:** The applicant, Golden Circle Investments, LLC, represented by Joe Yamen, Golden Circle Investments and Tim Hogan of Hogan Law, requests approval of a major modification to a site plan to approve architectural changes and landscaping improvements. The applicant is proposing to relocate the main entrance for the building to the south side of the building. This modification will include construction of a new vestibule and patio area. The patio area will be screened on the south side by an aluminum and wood structure. This major modification will also include additional landscape plantings in the parking lot and open space areas.

**Plan and Zoning Commission Action:**

Vote: 5-0 approval, with Commissioners Crowley and Brown absent.

Date: March 16, 2015

Motion: Adopt a resolution recommending the City Council approve the Major Modification Request

**OUTSTANDING ISSUES:** There are no outstanding issues. The applicant has stated that they are in agreement with all of staff's recommendations and conditions. The following items of interest are noted in the attached Plan and Zoning Commission report (see Exhibit I):

- Applicant's Request
- History
- City Council Subcommittee - *Development & Planning: November 6 & December 4, 2014*
- Staff Review and Comments
  - *PUD Amendment*
  - *Phased Storm Water Management*
  - *Parking Lot and Open Space Deferral*
  - *Parking Lot Landscape Pod Deferral*
- Comprehensive Plan Consistency
- Findings
- Staff Recommendations and Conditions of Approval
- Owner/Applicant Representative Information

**RECOMMENDATION:** Based upon the preceding review and a finding of consistency with the goals and policies of the Comprehensive Plan, the Plan and Zoning Commission recommends the City Council approve the Major Modification to the Approved Site Plan to allow for improvements to Keller Williams subject to the applicant meeting all City Code requirements and the following conditions of approval:

1. Approval of this Major Modification is contingent upon the approval and adoption of the amendment to the South Water Tower Place PUD relating to architectural requirements.
2. The City Council granting a deferral of implementation of storm water management improvements until such time that the applicant adds onto the building or by 2025, whichever occurs first.
3. The City Council granting a deferral for the installation of five (5) overstory trees within the parking lot and eleven (11) evergreen open space trees until such time that the north parking lot is removed and a detention pond constructed, as outlined in the approved Storm Water Management Plan.
4. The City Council granting a deferral for the installation of landscape pods in the parking lot as required by City Code until such time that the parking lot is modified, expanded or reconstructed in the future.

Lead Staff Member: Brian Portz, AICP 

**Staff Reviews:**

Department Director	
Appropriations/Finance	
Legal	
Agenda Acceptance	

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

Published In	n/a
Date(s) Published	n/a
Letter sent to surrounding property owners	n/a

**SUBCOMMITTEE REVIEW (if applicable)**

Committee	Development & Planning		
Date Reviewed	November 6 and December 4, 2014		
Recommendation	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Split <input type="checkbox"/>

**ATTACHMENTS:**

- Exhibit I - Plan and Zoning Commission Communication
  - Attachment A - Commission Resolution
  - Exhibit A - Conditions of Approval
  - Attachment B - Location Map
  - Attachment C - Site Plan Drawings
  - Attachment D - Building Elevation Photos
  - Attachment E - Building Elevations
- Exhibit II - City Council Resolution
  - Exhibit A - Conditions of Approval



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

**EXHIBIT I**

**Meeting Date:** March 16, 2015

**Item:** Keller Williams, 4001 Westown Parkway – Approval of a Major Modification to Site Plan for exterior modifications and landscaping – Golden Circle Investments, LLC – MaM-002522-2014

**Requested Action:** Approval of a Major Modification to a Site Plan

**Case Advisor:** Brian Portz, AICP *BP*

**Applicant's Request:** The applicant, Golden Circle Investments, LLC, represented by Joe Yamen, Golden Circle Investments and Tim Hogan of Hogan Law Firm, requests approval of a major modification to a site plan to approve architectural changes and landscaping improvements. The applicant is proposing to relocate the main entrance to the building to the south side of the building. This modification will include construction of a new vestibule and patio area. The patio area will be screened on the south side by an aluminum and wood structure. This major modification will also include additional landscape plantings in the parking lot and open space areas.

**History:** The subject property is part of the South Water Tower Place Planned Unit Development. The underlying zoning is Professional Commerce Park (PCP). The building at 4001 Westown Parkway was built in 1997 as Mondo's Restaurant. After Mondo's closed, the building was used at different times by various other restaurants.

**City Council Subcommittee:** This project was presented to the Development and Planning City Council Subcommittee on November 6, 2014 as an informational item and on December 4, 2014 to request a deferment of storm water management requirements. The Council Members were supportive of deferring Phase 1 if the applicant would provide a detailed storm water management plan with an identified timeframe to bring the site into compliance with Phases 2 and 3. A storm water management plan has been submitted that provides a timeframe to bring the site into compliance.

**Staff Review and Comment:** This request was distributed to other City departments and other agencies for their review and comment. There are no outstanding issues, however, staff would highlight the following:

- **PUD Amendment:** As indicated above, the proposed façade modification includes the incorporation of wood wall element. The proposed modifications to the front façade of the building are such that they will not meet the requirements of the architectural standards within the existing South Water Tower Place PUD. Also under consideration at tonight's meeting is a request to amend the architectural language within the existing PUD. The proposed amendment will accommodate the proposed change and incorporation of the wood element to the 4001 building façade while still blending in with the adjacent building within the PUD (4055 Westown Parkway) and other buildings in the area surrounding the South Water Tower Place PUD.
- **Phased Storm Water Management:** The site is not in compliance with current storm water management regulations. The applicant is proposing to leave the onsite detention as it is, therefore, the applicant is requesting a deferment of storm water requirements for this phase of their project. The applicant anticipates a need for a building expansion in the near future and has agreed to construct the required storm water facilities on site with a future building expansion or by 2025, whichever occurs first. Staff recommends a condition of approval requiring that storm water facilities be constructed on site with any building expansion or by 2025. As indicated above the Development and Planning City Council Subcommittee was in agreement with the deferral of implementation of storm water management measures until phase 2.
- **Parking Lot and Open Space Landscaping Deferment:** City Code requires 2 overstory trees within a 9' X 34' landscape island within a parking lot. There are 3 existing 9' X 34' landscape islands that only have one tree and one that has none. As a part of the Storm Water Management Plan, the north parking lot is proposed as a detention area in the future. Since this area of the property will be torn up eventually for detention, the applicant is requesting a deferment from installing a total of 5 parking lot trees in this area. Also, because the north part of the site will be torn up for future detention, the applicant is requesting a deferment of the planting

of 11 evergreen trees which are required as part of open space landscape requirements (along the north side of the parking lot). Staff recommends a condition of approval requiring the parking lot trees and open space trees be planted at such time that the detention pond is constructed.

- **Parking Lot Landscape Pod Deferral:** City Code requires landscape pods (or tree diamonds) within a parking row spaced no farther than 9 parking spaces from another landscape pod or landscape island. There are currently no landscape pods within the existing parking lot. Since there are no plans to make any modifications to the existing parking lot with this phase of the project, and since the existing soil under the parking lot will be compacted and may not contain the required nutrients for a tree to survive, the applicant is requesting a deferral to install the required landscape pods within the parking lot until such time that the parking lot is modified, expanded or reconstructed in the future. Staff recommends a condition of approval requiring that landscape pods be installed at such time that the parking lot is resurfaced or expanded.

**Comprehensive Plan Consistency:** The project has been reviewed for consistency with the Comprehensive Plan. Based upon that review, a finding has been made that the proposed project is consistent with the Comprehensive Plan in that the project is consistent with all of the goals and policies of the Comprehensive Plan and the land use map of the Comprehensive Plan.

**Findings:** This proposed project was distributed to various City departments for review and comment. Based upon that review, the following findings have been made on the proposed project:

1. The proposed development and use is consistent with the West Des Moines Comprehensive Plan in that the project has been reviewed for consistency with the Comprehensive Plan. Based upon that review, a finding has been made that the proposed project is consistent with the Comprehensive Plan in that the project is consistent with all of the goals and policies of the Comprehensive Plan.
2. The proposed development and use does assure compatibility of property uses within the zone and general area in that this project was reviewed by various City Departments for compliance with the Zoning Ordinance.
3. All applicable standards and conditions have been imposed which protects the public health, safety and welfare in that this project was reviewed by various City Departments and public agencies for compliance with the various state and local regulations. Based upon that review a finding is made that the project has been adequately conditioned to protect the health, welfare and safety of the community.
4. There is adequate on-site and off-site public infrastructure to support the proposed development in that this project was reviewed by various public agencies, City Departments, and public utilities to ensure that either the petitioner will construct or the project has been conditioned to construct adequate public infrastructure to serve the development.
5. The proposed development and use has met the requirements contained in the City Code in that this project was reviewed by various City Departments and the project has complied with or has been conditioned to comply with all City Code requirements.
6. The proposed development and use is in keeping with the scale and nature of the surrounding neighborhood in that the proposed project is consistent with the zoning designation and Comprehensive Plan which designates this site as suitable for development such as that proposed by this project.

**Staff Recommendation And Conditions Of Approval:** Based upon the preceding review and a finding of consistency with the goals and policies of the Comprehensive Plan, staff recommends the Plan and Zoning Commission adopt a resolution recommending the City Council approve the Major Modification to a Site Plan for Keller Williams, subject to the applicant meeting all City Code requirements and the following:

1. Approval of this Major Modification is contingent upon the approval and adoption of the amendment to the South Water Tower Place PUD relating to architectural requirements.
2. The City Council granting a deferral of implementation of storm water management improvements until such time that the applicant adds onto the building or by 2025, whichever occurs first.

3. The City Council granting a deferral for the installation of five (5) overstory trees within the parking lot and eleven (11) evergreen open space trees until such time that the north parking lot is removed and a detention pond constructed, as outlined in the approved Storm Water Management Plan.
4. The City Council granting a deferral for the installation of landscape pods in the parking lot as required by City Code until such time that the parking lot is modified, expanded or reconstructed in the future.

**Property Owner:** Golden Circle Investments, LLC  
1248 8<sup>th</sup> Street, Suite 200  
West Des Moines, IA 50265  
Attn: Joe Yamen  
[jyamen@qwestoffice.net](mailto:jyamen@qwestoffice.net)

**Applicant's Representative:** Tim Hogan  
Hogan Law Firm  
3101 Ingersoll Avenue  
Des Moines, IA 50310  
[tim@hoganlawoffice.net](mailto:tim@hoganlawoffice.net)

**Attachments:**

Attachment A	-	Plan and Zoning Commission Resolution
Exhibit A		Conditions of Approval
Attachment B	-	Location Map
Attachment C	-	Site Plan Drawings
Attachment D	-	Building Elevation Photos
Attachment E	-	Building Elevations

RESOLUTION NO. PZC-15- 011

A RESOLUTION OF THE PLAN AND ZONING COMMISSION OF THE CITY OF WEST DES MOINES, RECOMMENDING TO THE CITY COUNCIL THAT IT APPROVE A MAJOR MODIFICATION (MaM-002522-2014) TO IMPLEMENT FAÇADE MODIFICATIONS AND LANDSCAPING IMPROVEMENTS AT 4001 WESTOWN PARKWAY

WHEREAS, pursuant to the provisions of Title 9, Chapter 1 et seq, of the West Des Moines Municipal Code, the applicant, Golden Circle Investments, LLC, has requested approval of a Major Modification Permit (MaM-002522-2014) for that property located at 4001 Westown Parkway to modify the facade of the building and install landscaping;

WHEREAS, studies and investigations were made, and staff reports and recommendations were submitted which are made a part of this record and herein incorporated by reference;

WHEREAS, on March 16, 2015, this Commission held a duly-noticed public meeting to consider the application for Major Modification;

NOW, THEREFORE, THE PLAN AND ZONING COMMISSION OF THE CITY OF WEST DES MOINES DOES RESOLVE AS FOLLOWS:

SECTION 1. The findings, for approval, in the staff report noted above, or as amended orally at the meeting on this date, are adopted.

SECTION 2. The Major Modification to modify the facade of the building and install landscaping is recommended to the City Council for approval, subject to compliance with all the conditions in the staff report, including conditions added at the meeting, and attached hereto as Exhibit "A". Violation of any such conditions shall be grounds for revocation of the permit, as well as any other remedy which is available to the City.

PASSED AND ADOPTED on March 16, 2015.



Erica Andersen, Chair  
Plan and Zoning Commission

ATTEST:

  
Recording Secretary

I HEREBY CERTIFY that the foregoing resolution was duly adopted by the Plan and Zoning Commission of the City of West Des Moines, Iowa, at a regular meeting held on March 16, 2015, by the following vote:

AYES: Hatfield, Cownie, Andersen, Costa, Erickson

NAYS:

ABSTENTIONS:

ABSENT: Brown, Crowley

ATTEST:

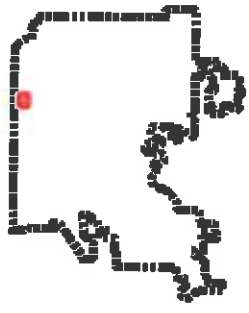
  
Recording Secretary

**Exhibit A**  
**CONDITIONS OF APPROVAL**

1. Approval of this Major Modification is contingent upon the approval and adoption of the amendment to the South Water Tower Place PUD relating to architectural requirements.
2. The City Council granting a deferral of implementation of storm water management improvements until such time that the applicant adds onto the building or by 2025, whichever occurs first.
3. The City Council granting a deferral for the installation of five (5) overstory trees within the parking lot and eleven (11) evergreen open space trees until such time that the north parking lot is removed and a detention pond constructed, as outlined in the approved Storm Water Management Plan.
4. The City Council granting a deferral for the installation of landscape pods in the parking lot as required by City Code until such time that the parking lot is modified, expanded or reconstructed in the future.



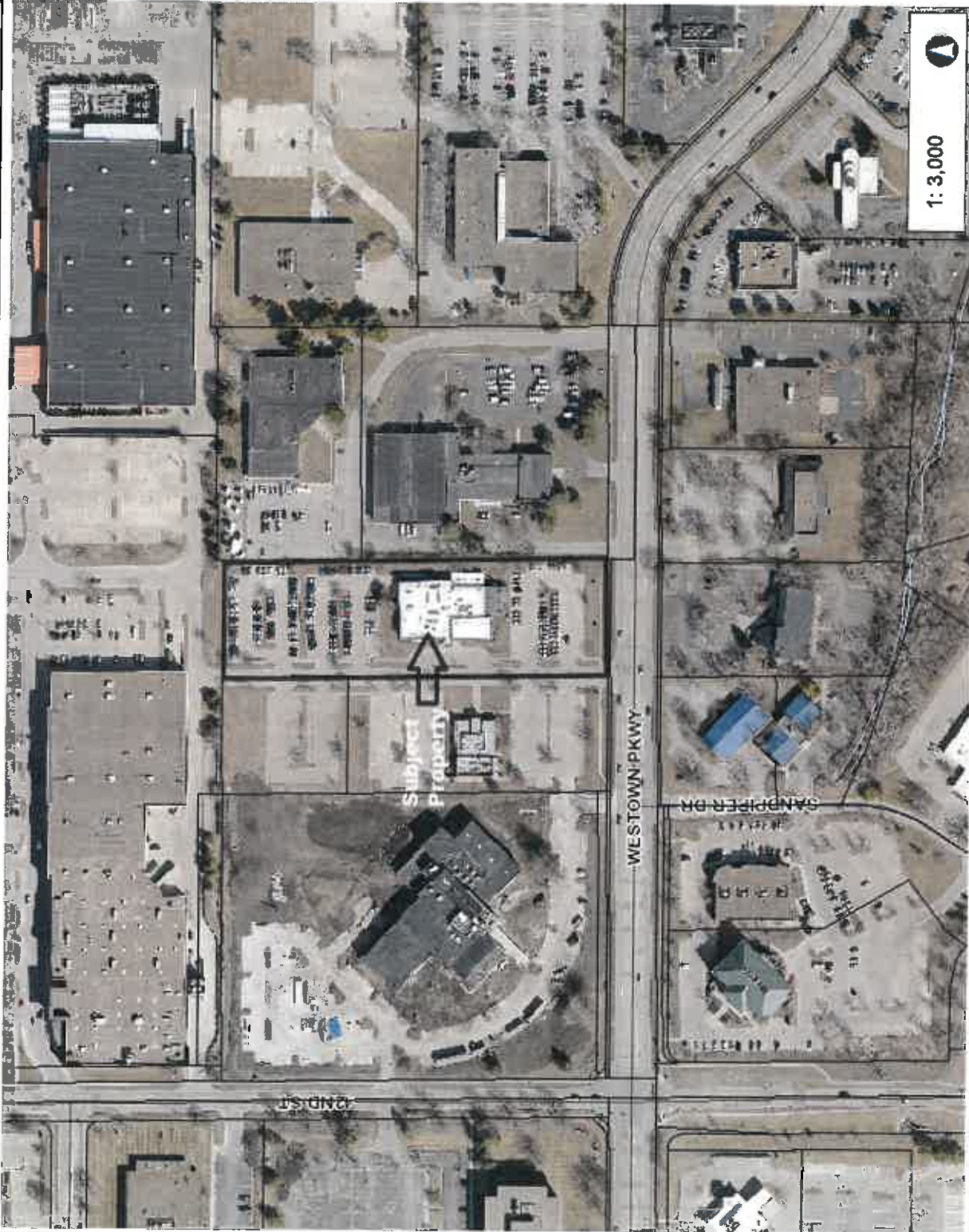
Keller Williams



Legend

-  Parcels
-  Parks
-  Greenways

ATTACHMENT B



Disclaimer: The City of West Des Moines makes no warranties regarding the accuracy or completeness of the data provided herein.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

500.0 0 250.00 500.0 Feet

NAD\_1983\_StatePlane\_Iowa\_South\_FIPS\_1402\_Feet  
© City of West Des Moines, Iowa

# KELLER WILLIAMS REALTY 4001 WESTOWN PARKWAY

### GENERAL NOTES:

- ALL CONSTRUCTION WITHIN PUBLIC R.O.W. EASEMENTS, AND/OR ANY CONNECTION TO PUBLIC SEWERS AND STREETS, SHALL COMPLY WITH THE WEST DES MOINES STANDARD CONSTRUCTION SPECIFICATIONS FOR SUBDIVISIONS, DSM METRO DESIGN STANDARDS AND WDM ADDENDUMS. AT LEAST ONE WEEK PRIOR TO ANY CONSTRUCTION WITHIN PUBLIC R.O.W. EASEMENTS AND/OR ANY CONNECTION TO PUBLIC SEWERS AND STREETS, THE CONTRACTOR SHALL CONTACT THE WDM CONSTRUCTION DIVISION (CLINT CARPENTER (222-3480) TO OBTAIN APPLICABLE CITY PERMITS THAT MAY BE NECESSARY. IT IS IMPORTANT TO NOTE CITY APPROVAL OF THIS PLAN IS SUBJECT TO THE APPLICANT OBTAINING ALL NECESSARY EASEMENTS/AGREEMENTS AND APPLICABLE PERMITS.
- IN EVENT OF A DISCREPANCY BETWEEN THE QUANTITY ESTIMATES AND THE DETAILED PLANS, THE DETAILED PLANS SHALL GOVERN.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL UTILITIES. ANY DAMAGE TO SAID UTILITIES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
- ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CURRENT O.S.H.A. CODES AND STANDARDS. NOTHING INDICATED ON THESE PLANS SHALL RELIEVE THE CONTRACTOR FROM COMPLYING WITH THE APPROPRIATE SAFETY REGULATIONS.
- ALL NECESSARY CONSTRUCTION SIGNS AND BARRICADES REQUIRED DURING CONSTRUCTION WILL BE FURNISHED BY THE CONTRACTOR. SIGNS AND BARRICADES MUST BE IN CONFORMANCE WITH THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS."
- BISHOP ENGINEERING SHALL NOT BE LIABLE FOR ANY INJURIES THAT HAPPEN ON SITE. THIS SHALL INCLUDE BUT NOT BE LIMITED TO TRENCH COLLAPSES FROM VARYING SOIL CONDITIONS OR INJURIES CAUSED BY UNDERGROUND UTILITIES INCLUDING UTILITIES THAT ARE NOT SHOWN ON PLAN.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLING AND MAINTAINING TRAFFIC CONTROL IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD). ALL PROPOSED SIGNS SHALL CONFORM TO THE MUTCD MANUAL.
- THE CONTRACTOR IS LIABLE FOR ALL DAMAGES TO PUBLIC OR PRIVATE PROPERTY CAUSED BY THEIR ACTION OR INACTION IN PROVIDING FOR STORM WATER FLOW DURING CONSTRUCTION. DO NOT RESTRICT FLOWS IN EXISTING DRAINAGE CHANNELS, STORM SEWER, OR FACILITIES.
- THE CONTRACTOR SHALL SUBMIT TO THE ENGINEER A SCHEDULE FOR PERFORMANCE OF WORK ITEMS. THIS SCHEDULE SHALL BE PROVIDED BY THE CONTRACTOR AT THE PROJECT PRECONSTRUCTION CONFERENCE. NO WORK SHALL BEGIN UNTIL A SCHEDULE HAS BEEN SUBMITTED AND ACCEPTED. THE CONTRACTOR SHALL THEN PERFORM WORK TO CONFORM TO THE ACCEPTED SCHEDULE.
- LABORATORY TESTS SHALL BE PERFORMED BY THE CONTRACTOR UNLESS OTHERWISE NOTED. THE CONTRACTOR SHALL PROVIDE SAMPLES OF MATERIAL REQUIRED FOR LABORATORY TESTS AND TESTING IN ACCORDANCE WITH THE URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS.
- SOIL OVERHAUL ON THIS PROJECT SHALL BE CONSIDERED INCIDENTAL AND WILL NOT BE MEASURED OR PAID FOR SEPARATELY.
- THE CONTRACTOR SHALL PROTECT ALL STRUCTURES NOT SHOWN AS REMOVALS ON THE PLANS.
- THE CONTRACTOR SHALL OBTAIN ANY AND ALL NECESSARY PERMITS PRIOR TO ANY CONSTRUCTION. CONTRACTOR SHALL WORK WITH OWNER OR OWNER'S REPRESENTATIVE ON ALL REQUIRED STORM WATER DISCHARGE PERMITS FROM THE IOWA DEPARTMENT OF NATURAL RESOURCES AND THE CITY OF WEST DES MOINES.
- GRADING AND EROSION CONTROL SHALL BE DONE IN ACCORDANCE WITH THE APPROVED GRADING PLAN, SWPPP, NPDES DOCUMENTS, AND IOWA DEPARTMENT OF NATURAL RESOURCES REQUIREMENTS.
- THE CONTRACTOR SHALL PICK UP ANY DEBRIS SPILLED ONTO THE ADJACENT RIGHT OF WAY OR ADJUTING PROPERTIES AS THE RESULT OF CONSTRUCTION, AT THE END OF EACH WORK DAY.
- THE OWNER OR OWNER'S AGENT IS RESPONSIBLE FOR THE PROMPT REMOVAL OF ALL MUD THAT HAS BEEN TRACKED OR WASHED UNTO ADJACENT PROPERTY OR RIGHT OF WAY UNTIL SUCH TIME THAT PERMANENT VEGETATION HAS BEEN ESTABLISHED.
- DISPOSE OF ALL EXCESS MATERIALS AND TRASH IN ACCORDANCE WITH FEDERAL, STATE, AND LOCAL REQUIREMENTS. PROVIDE WASTE AREAS OR DISPOSAL SITES FOR EXCESS MATERIALS NOT DESIRABLE FOR INCORPORATION INTO THE PROJECT.
- THE PAVING/ GRADING CONTRACTOR SHALL BACKFILL THE PAVING SLAB AND FINE GRADE THE RIGHT OF WAY AS SOON AFTER THE PAVING AS POSSIBLE. ALL AREAS SHALL BE SEEDED IN ACCORDANCE WITH CITY OF WEST DES MOINES STANDARD SPECIFICATIONS AND SLDAS 2011.
- SUBGRADE PREPARATION AND PAVEMENTS WILL BE CONSTRUCTED FOLLOWING RECOMMENDATIONS IN THE SOILS REPORT. APPROVED SOILS ENGINEER MUST SIGN OFF ON SUBBASE PRIOR TO ANY PAVEMENT BEING PLACED.
- SEE DETAILS FOR ALL PAVEMENT THICKNESS.
- ALL PEDESTRIAN WALKWAYS THAT UNLOAD INTO A VEHICLES TRAVELED PATH MUST HAVE A.D.A. DETECTABLE WARNING PANEL(S) AS PER A.D.A. REGULATIONS. PANEL TYPE & COLOR SHALL BE PER CITY STANDARD.
- ALL WALKS, PARKING LOTS, HANDICAP PARKING, RAMPS, ETC. SHALL COMPLY WITH ALL A.D.A. AND CITY CODES. HANDICAP PARKING SIGNAGE IS REQUIRED FOR ALL HANDICAP STALLS AND SHALL BE CONSIDERED INCIDENTAL. IN EVENT OF A DISCREPANCY BETWEEN THE PLANS AND THE A.D.A./CITY CODES THE A.D.A./CITY CODES SHALL GOVERN. CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING A.D.A. CODES ARE MET.
- QUANTITY CALLOUTS ON PIPE LENGTHS ARE APPROXIMATE AND SHOULD BE USED FOR REFERENCE ONLY.
- THE CONTRACTOR SHALL PROVIDE AS-BUILTS OF ALL UTILITIES, INCLUDING DEPTH AND LOCATION OF ALL SERVICES.
- THE CONTRACTOR SHALL COORDINATE THE ADJUSTMENT OF ANY AND ALL EXISTING AND PROPOSED UTILITIES TO PROPOSED GRADES. EXISTING UTILITIES SHALL BE RAISED OR LOWERED IN ACCORDANCE WITH THE UTILITY OWNER REQUIREMENTS. ANY NECESSARY ADJUSTMENTS SHALL BE CONSIDERED INCIDENTAL TO CONSTRUCTION.
- ACTIVE EXISTING FIELD TILES ENCOUNTERED DURING CONSTRUCTION SHALL BE REPAIRED, REROUTED, OR CONNECTED TO PUBLIC OR PRIVATE STORM SEWER TO REMAIN IN SERVICE.

### SHEET INDEX:

- C0.1 COVER SHEET
- C2.1 LAYOUT PLAN
- C3.1 GRADING PLAN
- C4.1 UTILITY PLAN
- C5.1 LANDSCAPE PLAN

### PROPERTY DESCRIPTION:

EXCEPT THE WEST 200.0 FEET LYING NORTH OF AND ADJACENT TO LOT 2, LOT 1, WESTOWN PARKWAY PLAZA, AN OFFICIAL PLAT, WEST DES MOINES, POLK COUNTY, IOWA.

### ADDRESS:

4001 WESTOWN PARKWAY

### OWNER:

KIRKWOOD APARTMENTS ACQUISITION TWO LC  
TODD MILLANG  
6900 WESTOWN PARKWAY  
WEST DES MOINES, IOWA 50326

### PREPARED FOR:

KELLER WILLIAMS REALTY  
TODD MILLANG  
10200 HICKMAN CT, SUITE 100  
CLIVE, IOWA 50325  
515-985-4583

### ZONING: PUD (OFFICE)

### COMPREHENSIVE PLAN: OFFICE

### PARKING REQUIREMENTS:

1 SPACE / 200 S.F.  
18,745.000 = 92 SPACES

PROVIDED = 167 SPACES (INCL 8 HC)

### OPEN SPACE REQUIREMENTS:

PERVIOUS = 46,172 S.F. = 35.5%

### IMPERVIOUS SURFACE:

BUILDING = 18,745 S.F. (INC. 1940 S.F. PATIO & 1320 S.F. SERVICE AREA)  
PAVING = 69,500 S.F.  
TOTAL = 88,795 S.F. OR 84.2%

### BENCHMARK:

WDM BM # 83 AT INTERSECTION OF 42ND ST AND ASHWORTH, SOUTH 1/4 INTERSECTION, 3 FEET WEST OF THE CENTERLINE OF 42ND ST EXTENDED, 25.5 FEET SOUTH OF CENTERLINE OF ASHWORTH.  
ELEV = 193.19 CITY DATUM

WDM BM # 84 AT INTERSECTION OF VALLEY WEST DR AND ASHWORTH, NORTHEAST CORNER OF INTERSECTION, 99.5 FEET EAST OF CENTERLINE OF VALLEY WEST DR, 66.0 FEET NORTH OF THE CENTER LINE OF ASHWORTH RD.  
ELEV = 167.78 CITY DATUM

TBM# ARROW HYDRANT AT SOUTHEAST CORNER OF WATER TOWER PLACE

ELEV = 198.78 CITY DATUM



### UTILITY NOTE:

THE LOCATION OF THE UTILITIES INDICATED ON THE PLANS ARE TAKEN FROM EXISTING PUBLIC RECORDS AND ARE APPROXIMATE LOCATIONS. THE EXACT LOCATIONS OF ALL UTILITIES MUST BE ASCERTAINED IN THE FIELD. IT SHALL BE THE DUTY OF THE CONTRACTOR TO DETERMINE WHETHER ANY ADDITIONAL FACILITIES OTHER THAN THOSE SHOWN ON THE PLANS MAY BE PRESENT.

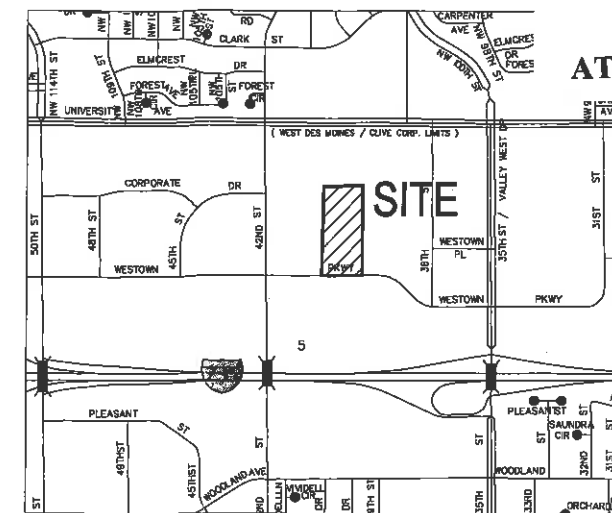
COPYRIGHT 2014 BISHOP ENGINEERING. THIS DOCUMENT AND THE INFORMATION CONTAINED MAY NOT BE REPRODUCED OR EXCERPTED WITHOUT THE EXPRESS WRITTEN PERMISSION OF BISHOP ENGINEERING. UNAUTHORIZED COPYING OR DISCLOSURE OF CONSTRUCTION USE ARE PROHIBITED BY COPYRIGHT LAW.

### UTILITY CONFLICTS:

-UTILITY CONFLICTS MAY EXIST ACROSS THE SITE WITH NEW UTILITIES, GRADING, PAVING ETC.  
-MOST UTILITY CONFLICTS HAVE BEEN CALLED OUT FOR CONTRACTOR CONVENIENCE.  
-CONTRACTOR IS RESPONSIBLE FOR ALL UTILITY CONFLICTS THAT ARE EITHER CALLED OUT ON THE PLANS OR THAT CAN BE SEEN ON THE PLANS BETWEEN AN EXISTING UTILITY AND PROPOSED CONSTRUCTION.  
-IF CONTRACTOR FINDS ADDITIONAL UTILITY CONFLICTS DURING CONSTRUCTION, THE REQUIRED ADJUSTMENT OF EXISTING ELECTRIC LINES, IRRIGATION LINES, TELEPHONE LINES, WATER LESS THAN 6" IN DIAMETER, FIELD TILE LINES, AND CABLE TV LINES SHALL BE CONSIDERED INCIDENTAL TO THE PROJECT. THE DISCOVERY OF SANITARY SEWER, WATER MAINS 6" OR LARGER, FIBER OPTICS AND STORM SEWER 6" OR LARGER SHALL BE ELIGIBLE FOR A CHANGE ORDER NEGOTIATED PRIOR TO PROCEEDING WITH SAID WORK.  
-THIS, HOWEVER DOES NOT RELIEVE CONTRACTOR OF ANY DAMAGE CAUSED TO EXISTING UTILITIES BY ANY AND ALL CONSTRUCTION ACTIVITIES.

### WEST DES MOINES UTILITY NOTES:

- ALL WATER MAIN, PUBLIC OR PRIVATE AND ASSOCIATED SERVICES SHALL BE INSTALLED ACCORDING TO WEST DES MOINES WATER WORKS STANDARD SPECIFICATIONS.
- CONTRACTOR SHALL NOTIFY WEST DES MOINES WATER WORKS AT LEAST 1 WEEK PRIOR TO BUILDING CONSTRUCTION.
- THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE COORDINATION OF WORK OF ALL SUBCONTRACTOR(S) INVOLVED IN THE PROJECT.
- PRIVATE UTILITIES TO BE INSTALLED PER THE CITY OF WEST DES MOINES STANDARD CONSTRUCTION SPECIFICATIONS FOR SUBDIVISIONS AND THE 2003 INTERNATIONAL PLUMBING CODE. CONTACT BUILDING INSPECTIONS (515-222-3830) A MIN. OF 24 HOURS IN ADVANCE FOR UTILITY INSTALLATION INSPECTIONS.
- THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLIANCE WITH THE WEST DES MOINES WATER WORKS AND THE CITY'S CROSS CONNECTION CONTROL/CONTAINMENT PROVISIONS.
- THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROPER INSTALLATION OF AN APPROVED BACKFLOW PREVENTION ASSEMBLY(IES) FOR CONTAINMENT IN ALL NEW CONSTRUCTION. BACKFLOW PREVENTION TO BE INSTALLED PER CITY ORDINANCE 1287,54-1988. CONTRACTOR SHALL NOTIFY WEST DES MOINES WATER WORKS, RALPH RENTERIA, ENGINEERING TECHNICIAN (515-222-3469) A MIN. OF 24 HOURS AFTER INSTALLATION AND TESTING OF ALL BACKFLOW DEVICES TO SCHEDULE FINAL INSPECTION.
- ALL LIGHTS ARE TO BE DOWNCAST OUTOFF VARIETY. WALLPACKS ARE PROHIBITED. THEN MAXIMUM ILLUMINATION ALLOWED AT THE PROPERTY LINE IS ONE FOOTCANDLE.  
-SEE THE PUBLIC IMPROVEMENT PLANS SIGNED BY THE CITY ENGINEER FOR THE INSTALLATION OF THE PUBLIC SANITARY SEWER. VACATION OF THE EXISTING SANITARY SEWER EASEMENT, ACCEPTING OF THE NEW SANITARY SEWER EASEMENT AND ACCEPTANCE OF THE PUBLIC IMPROVEMENTS WILL REQUIRE COUNCIL ACTION PRIOR TO OCCUPANCY.



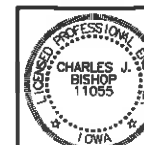
VICINITY MAP  
SCALE: 1" = 1,000'

### LEGEND:

- SAN - SANITARY SEWER
- ST - STORM SEWER
- W - WATER LINE
- G - GAS LINE
- UE - UNDERGROUND ELECTRIC
- OVE - OVERHEAD ELECTRIC
- TELE - TELEPHONE LINE
- FO - FIBER OPTIC
- CATV - CABLE TV
- SM - STORM MANHOLE
- CI - CURB INTAKE
- SI - SURFACE INTAKE
- FE - FLARED END SECTION
- SMH - SANITARY MANHOLE
- CL - CLEANOUT
- FH - FIRE HYDRANT
- SP - SPRINKLER
- ICV - IRRIGATION CONTROL VALVE
- WMH - WATER MANHOLE
- WELL
- WV - WATER VALVE
- WSO - WATER SHUT OFF
- YH - YARD HYDRANT
- EMH - ELECTRIC MANHOLE
- EM - ELECTRIC METER
- ER - ELECTRIC RISER
- EV - ELECTRIC VAULT
- PP - POWER POLE
- TPP - TRANSFORMER POLE
- LP - LIGHT POLE
- EJB - ELECTRIC JUNCTION BOX
- EP - ELECTRIC PANEL
- TR - TRANSFORMER
- GL - GROUND LIGHT
- GW - GUY WIRE
- EHH - ELECTRIC HANDHOLE
- GM - GAS METER
- GV - GAS VALVE
- AUCU - AIR CONDITIONING UNIT
- TRR - TELEPHONE RISER
- TVH - TELEPHONE VAULT
- TMH - TELEPHONE MANHOLE
- TRSMH - TRAFFIC SIGNAL MANHOLE
- FOR - FIBER OPTIC RISER
- FOF - FIBER OPTIC FAULT
- CTR - CABLE TV RISER
- SG - SIGN
- - DENOTES NUMBER OF PARKING STALLS
- - PROPERTY CORNER - FOUND AS NOTED
- - PROPERTY CORNER - PLACED 3/4" IRON PIPE WITH YELLOW PLASTIC CAP ID #14775
- ⊙ - SECTION CORNER - FOUND AS NOTED

### ABBREVIATIONS:

- AC - ACRES
- ASPH - ASPHALT
- BOOK
- CONC - CONCRETE
- D - DISEDED DISTANCE
- EX - EXISTING
- ENCL - ENCLOSURE
- FF - FINISHED FLOOR
- FL - FLOW LINE
- FRAC - FRACTIONAL
- M - MEASURED DISTANCE
- MH - MANHOLE
- OPC - ORANGE PLASTIC CAP
- P - PLATTED DISTANCE
- PG - PAGE
- POB - POINT OF BEGINNING
- POC - POINT OF COMMENCEMENT
- PRA - PREVIOUSLY RECORDED AS
- PUE - PUBLIC UTILITY EASEMENT
- R/W - RIGHT OF WAY
- SF - SQUARE FEET
- SAN - SANITARY
- TYP - TYPICAL
- YPC - YELLOW PLASTIC CAP
- N - NORTH
- S - SOUTH
- E - EAST
- W - WEST



I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA.

SIGNED: CHARLES J. BISHOP, P.E. 11055  
DATE: \_\_\_\_\_  
LICENSE RENEWAL DATE: DEC. 31, 2014  
PAGES OR SHEETS COVERED BY THIS SEAL: \_\_\_\_\_

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Des Moines, Iowa 50323-3625  
Phone: (515)276-4967 Fax: (515)276-0917  
Civil Engineering & Land Surveying  
Established 15

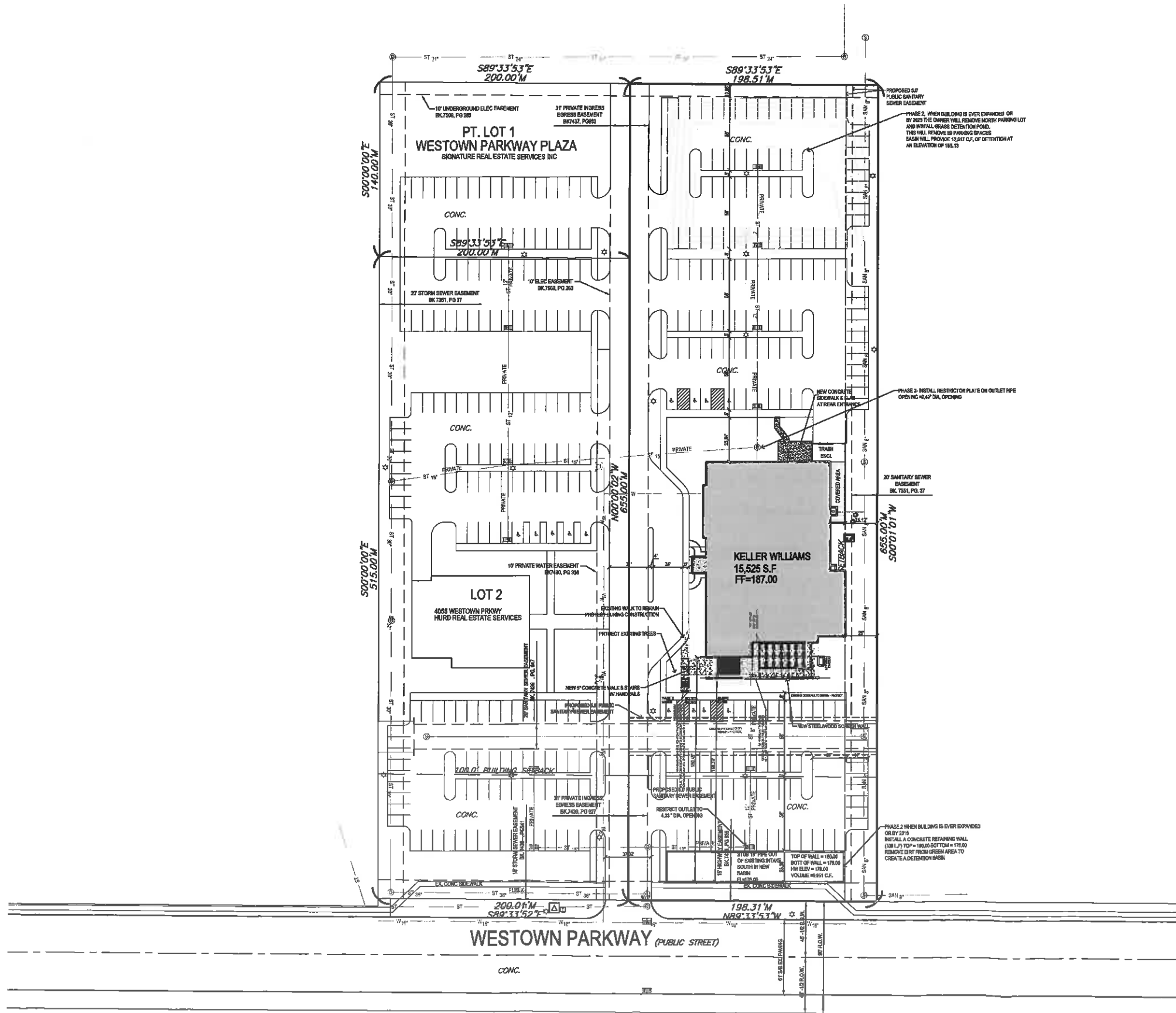
KELLER WILLIAMS REALTY  
4001 WESTOWN PARKWAY

COVER SHEET

REFERENCE NUMBER: 95-31-P
DRAWN BY:
CHECKED BY:
REVISION DATE: 1-30-15 2-16-15
PROJECT NUMBER: 140343
SHEET NUMBER: C0.1

PRELIMINARY - NOT FOR CONSTRUCTION

LAND PROJECTS 2141484510WSCL LAYOUT.DWG 2/16/2016 4:00:31 PM



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 4001 WESTOWN PARKWAY  
**LAYOUT PLAN**

REFERENCE NUMBER: 95-31-P
DRAWN BY:
CHECKED BY:
REVISION DATE: 1-30-15 2-16-15
PROJECT NUMBER: <b>140343</b>
SHEET NUMBER: <b>C2.1</b>



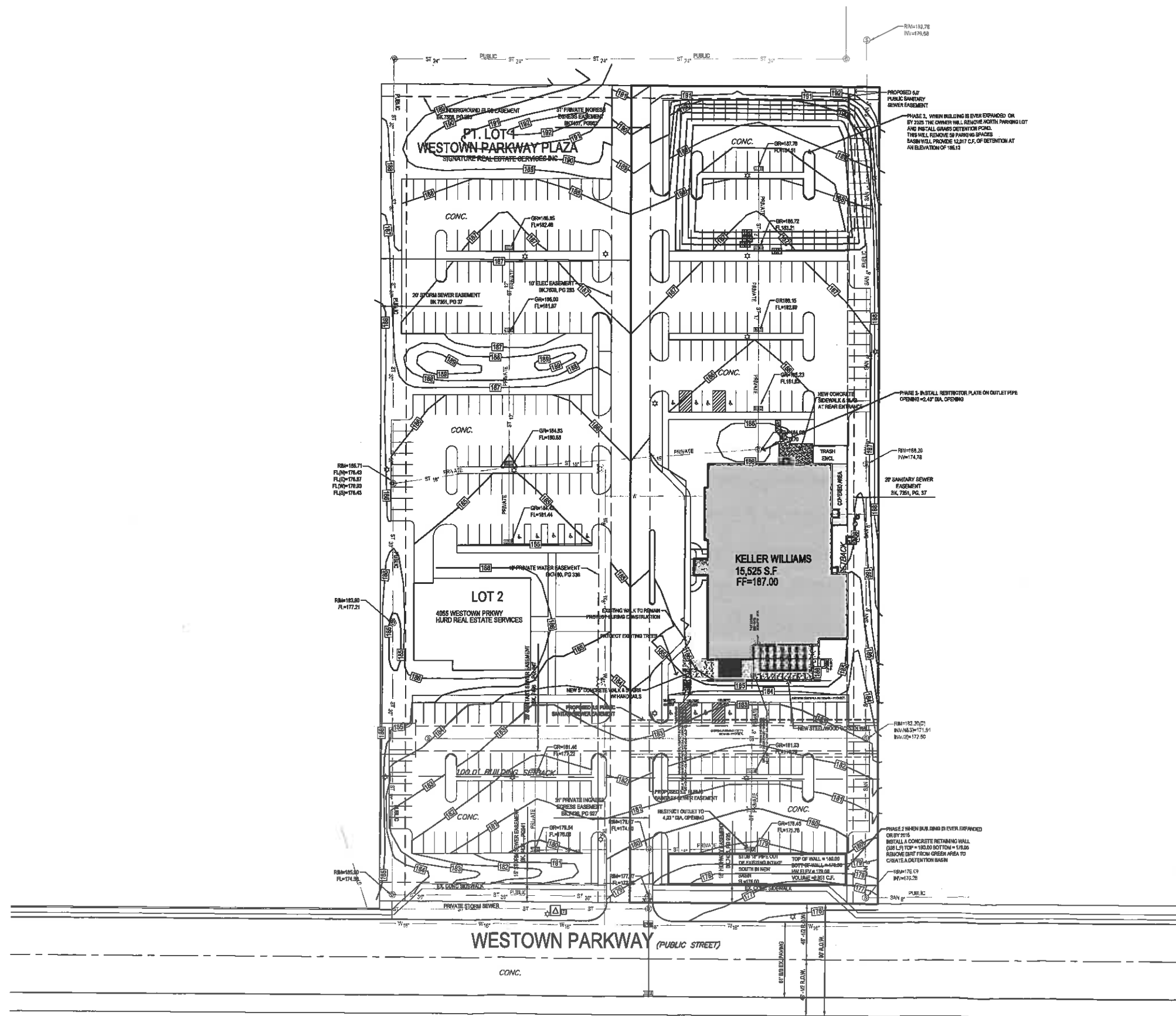
ISLAND PROJECTS 2614740343.DWG 2/16/2016 4:22:27 PM

**GRADING LEGEND:**

- EXISTING CONTOUR --- 150
- PROPOSED CONTOUR --- 150
- FINISHED GROUND ELEVATION ● 150.50
- TOP OF CURB ELEVATION ● 150.50TC
- GUTTER ELEVATION ● 150.50G
- TOP OF WALL ELEVATION ● 150.50TW
- BOTTOM OF WALL ELEVATION ● 150.50BW
- EDGE OF WALK ELEVATION ● 150.50EW
- TOP OF STAIR ELEVATION ● 150.50TS
- BOTTOM OF STAIR ELEVATION ● 150.50BS

NOTE: WALL ELEVATIONS SHOWN ON PLAN ARE FINISHED GROUND GRADES AT THE TOP AND BOTTOM OF THE WALL.

**GRAPHIC SCALE**



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 Des Moines, Iowa 50322-8825  
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 Civil Engineering & Land Surveying  
 Established 1959

**KELLER WILLIAMS REALTY**  
**4001 WESTOWN PARKWAY**  
**GRADING PLAN**

REFERENCE NUMBER: 95-31-P
DRAWN BY:
CHECKED BY:
REVISION DATE: 1-30-15 2-16-15
PROJECT NUMBER: <b>140343</b>
SHEET NUMBER: <b>C3.1</b>

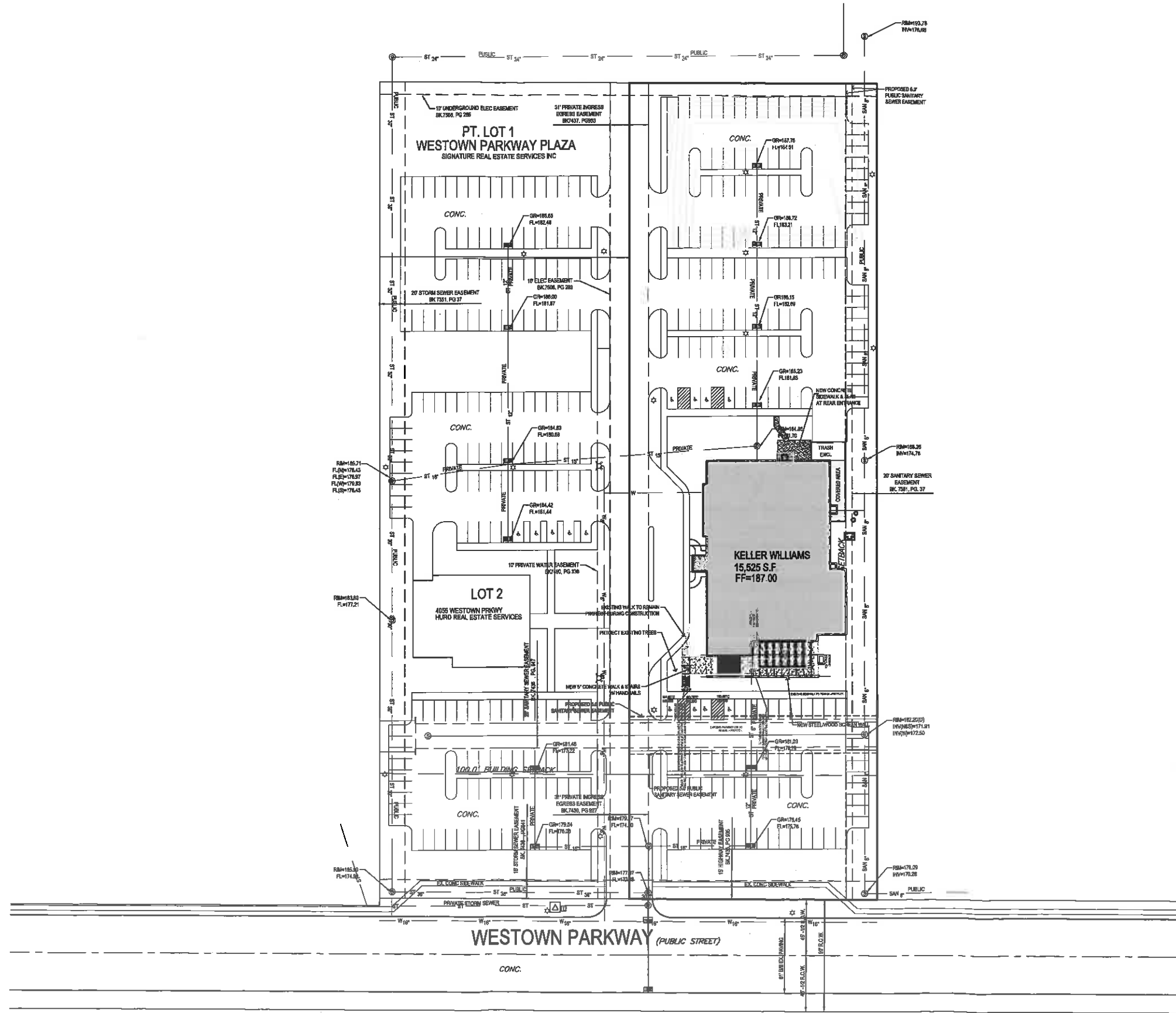
PRELIMINARY- NOT FOR CONSTRUCTION

**UTILITY NOTES:**

1. ALL PROPOSED UTILITIES SHALL BE PRIVATE, UNLESS NOTED OTHERWISE.
2. ALL WATER LINES SHALL HAVE A MINIMUM OF 6.5' OF COVER UNLESS NOTED OTHERWISE.
3. FIRE HYDRANT ASSEMBLY SHALL INCLUDE THE TEE, BRANCH, VALVE AND HYDRANT.
4. PIPE LENGTHS CALLED OUT ON PLANS INCLUDE FLARED END SECTION, WHERE APPLICABLE.
5. STORM SEWER CALLED OUT AS RCP MUST BE CLASS III RCP.
6. STORM SEWER CALLED OUT AS N-12 MAY BE EITHER N-12 OR CLASS III RCP.
7. FOR RCP PIPE, ASSOCIATED F.E.S. MUST BE RCP. FOR N-12 PIPE, ASSOCIATED F.E.S. SHALL BE CMP.
8. TRANSFORMER PAD IS SHOWN FOR REFERENCE ONLY AND MAY NOT BE DRAWN TO ACTUAL SIZE. PAD SHALL CONFORM TO ALL UTILITY COMPANY DESIGN STANDARDS AND SPECIFICATIONS.

2/18/2016 4:02:10 PM

ISLAND PROJECTS 2014148343DWG04 UTILITY.DWG



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**KELLER WILLIAMS REALTY**  
 4001 WESTTOWN PARKWAY

**UTILITY PLAN**

REFERENCE NUMBER:  
 95-31-P

DRAWN BY:

CHECKED BY:

REVISION DATE:  
 1-30-15  
 2-16-15

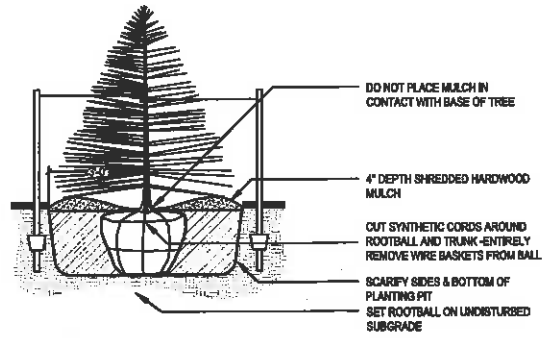
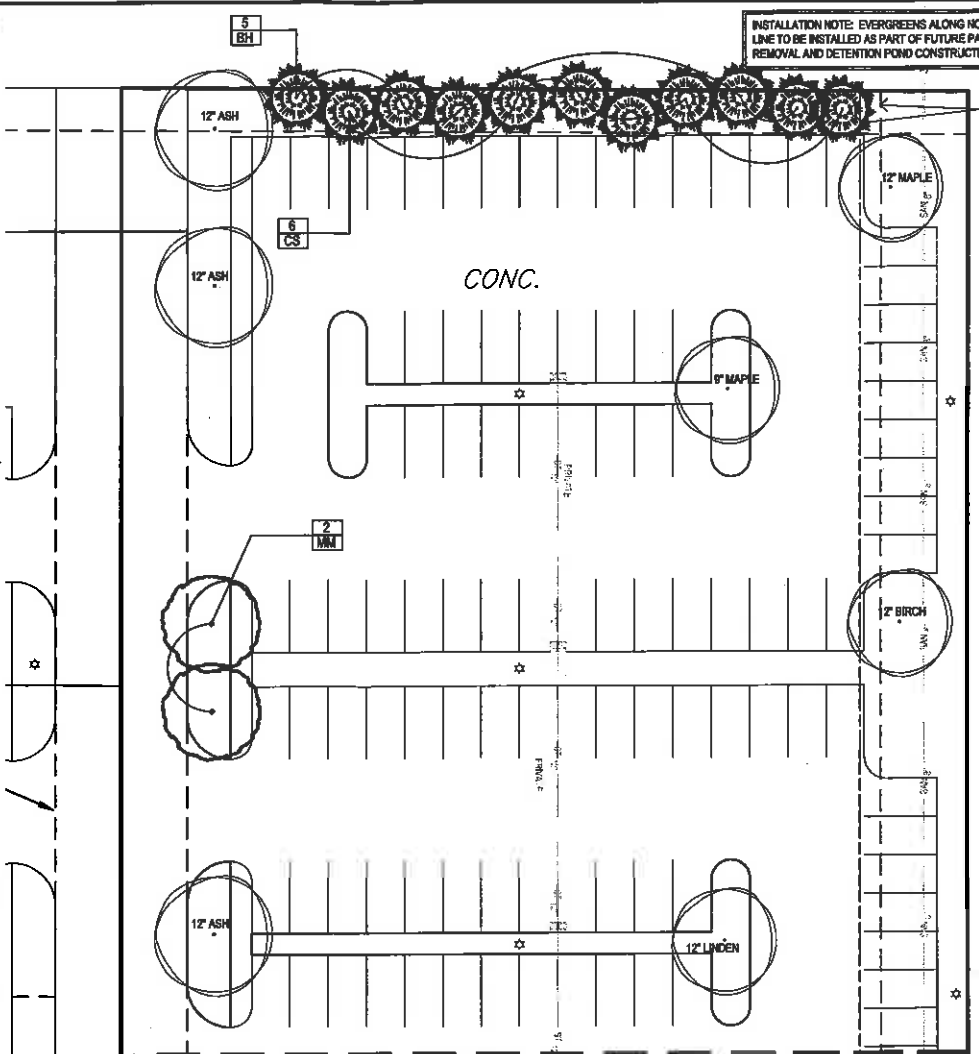
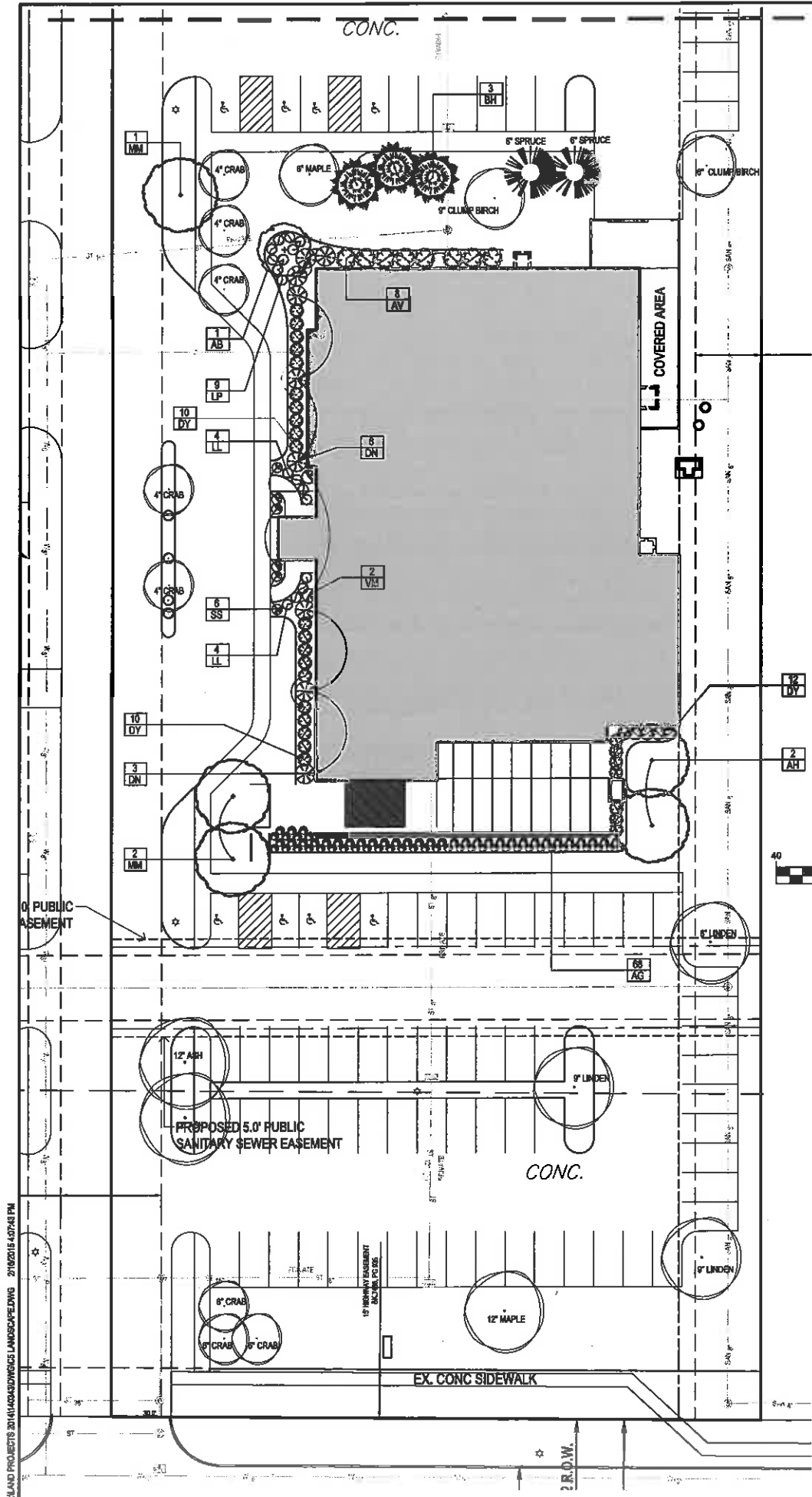
PROJECT NUMBER:  
**140343**

SHEET NUMBER:

**C4.1**

PRELIMINARY - NOT FOR CONSTRUCTION

ISLAND PROJECTS 2014\04\03\DWGS\LANDSCAPING 2/18/2015 4:07:43 PM



**EVERGREEN TREE PLANTING (B&B)**  
SCALE: NOT TO SCALE

**PLANTING SCHEDULE**

CODE	QUAN	COMMON NAME	LATIN NAME	SIZE	ROOT	NOTES
MM	5	WARMO MAPLE	ACER X. FREEMANI 'WARMO'	3" CAL	B&B	MATCHED SPECIMENS
AH	2	AMERICAN HOPHORNSBEAM	Ostrya virginiana	2" CAL	B&B	MATCHED SPECIMENS
SB	1	AUTUMN BRILLIANCE SERVICEBERRY	AMELANCHIER GRANDIFLORA 'AUTUMN BRILLIANCE'	2" CAL	B&B	MATCHED SPECIMENS (SINGLE TRUNK)
BH	8	BLACK HILLS SPRUCE	PICEA GLAUCIDENSATA	6"	B&B	FULL FORM TO GROUND
CS	8	COLORADO SPRUCE	PICEA PUNGENS	6"	B&B	FULL FORM TO GROUND
LL	8	LITTLE LIME HYDRANGEA	HYDRANGEA PANICULATA 'LIME'	#3	CONT	FULL FORM - MATCHED
DN	8	DWARF NINEBARK	PHYSCARPUS OPULIFOLIUS 'MONLO'	#5	CONT	FULL FORM - MATCHED
LP	8	LITTLE PRINCESS SPirea	SPIREA JAPONICA 'LITTLE PRINCESS'	#3	CONT	FULL FORM - MATCHED
DY	32	DENSIFORMIS YEW	TAXUS MEDIA 'DENSIFORMIS'	38"	B&B	FULL FORM - MATCHED
AV	8	ARROWWOOD VIBURNUM	VIBURNUM DENTATUM	#5	CONT	FULL FORM - MATCHED
SS	8	SHENANDOAH SWITCHGRASS	PANICUM VIRGATUM 'SHENANDOAH'	#1	CONT	FULLY ROOTED IN CONTAINER
AV	68	AVALANCHE GRASS	CALAMAGROSTIS ACUTIFLORA 'AVALANCHE'	#1	CONT	FULLY ROOTED IN CONTAINER
VM	2	VIRGATED MISCANTHUS GRASS	MISCANTHUS SINENSIS 'VIRGATUS'	#1	CONT	FULLY ROOTED IN CONTAINER

INSTALLATION NOTE: EVERGREENS ALONG NORTH PROPERTY LINE TO BE INSTALLED AS PART OF FUTURE PARKING LOT REMOVAL AND DETENTION POND CONSTRUCTION.

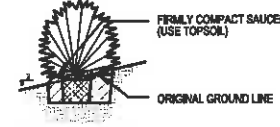
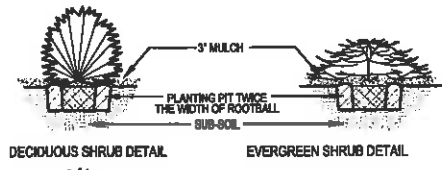
**LANDSCAPE CALCULATIONS:**

REQUIRED OPEN SPACE (30%)	46,172 SF
REQUIRED TREES - 2 / 3000 SF OPEN SPACE	31 TOTAL
30% REQUIRED TO BE EVERGREEN	11 TOTAL
TOTAL EVERGREEN PROVIDED (EXISTING & PROPOSED)	16 TOTAL
REQUIRED SHRUBS - 3 / 8000 SF OPEN SPACE	45 TOTAL

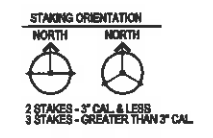
PROPOSED 5.0' PUBLIC SANITARY SEWER EASEMENT

**LANDSCAPE NOTES:**

- ALL SOODING & LANDSCAPE PLANTINGS SHALL BE INSTALLED IN ACCORDANCE WITH THE URBAN STANDARD SPECIFICATIONS, UNLESS SPECIFIED OTHERWISE.
- SOD ALL DISTURBED AREAS WITHIN THE CONTRACT LIMITS, UNLESS NOTED OTHERWISE.
- STAKE SOD ON ALL SLOPES 3:1 OR GREATER.
- PLANT QUANTITIES ARE FOR CONTRACTORS CONVENIENCE, THE DRAWING SHALL PREVAIL IF A CONFLICT OCCURS.
- ALL PLANT MATERIAL SHALL CONFORM TO THE LATEST EDITION 'AMERICAN STANDARD FOR NURSERY STOCK' (ANSI Z60.1).
- CONTRACTOR SHALL GUARANTEE ALL PLANT MATERIAL FOR A PERIOD OF ONE YEAR FROM THE DATE OF ACCEPTANCE.
- IT IS THE CONTRACTORS RESPONSIBILITY TO REMOVE IDENTIFICATION TAGS AND CORDS ON ALL PLANT MATERIAL PRIOR TO THE COMPLETION OF THE CONTRACT.
- CONTRACTOR SHALL PLACE SHREDDED HARDWOOD MULCH AROUND ALL TREES PLANTED WITHIN TURF AREAS AS SHOWN ON DETAIL.
- STAKE AND WRAP ALL DECIDUOUS TREES IMMEDIATELY AFTER PLANTING. STAKE ALL TREES ACCORDING TO THE STANDING DETAILS. CONTRACTOR SHALL ADJUST AND MAINTAIN TENSION THROUGHOUT THE PLANT ESTABLISHMENT PERIOD.
- THE LANDSCAPING CONTRACTOR SHALL HAVE ALL UTILITIES LOCATED BEFORE STARTING ANY SITE WORK OR PLANTING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES.
- NO LANDSCAPE MATERIAL SHALL BE SUBSTITUTED WITHOUT THE AUTHORIZATION OF THE LANDSCAPE ARCHITECT.
- ALL EDGING SHALL BE DURABLE 1 1/2" STEEL EDGING - COLOR GREEN, OR APPROVED EQUAL.
- CONTRACTOR SHALL BE RESPONSIBLE MAINTAINING APPROPRIATE LEVEL OF WATERING FOR ALL NEW PLANTS FOR A PERIOD OF 90 DAYS.
- ALL SHRUB AND PERENNIAL PLANTING BEDS SHALL INCORPORATE TYPAR 3301 NONWOVEN LANDSCAPE FABRIC (OR SIMILAR) AND 3" THICK ROCK MULCH (TYPE OF ROCK TO BE APPROVED BY OWNER PRIOR TO SHIPPING TO JOB SITE).
- ALL BEDS TO RECEIVE PRE-EMERGENT WEED CONTROL BEFORE AND AFTER ROCK IS INSTALLED.

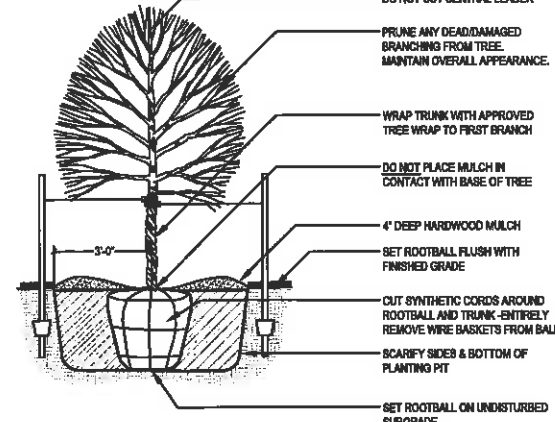


**SHRUB PLANTING (TYP)**  
SCALE: NOT TO SCALE



DO NOT PLACE MULCH IN CONTACT WITH BASE OF TREE  
4" DEPTH SHREDDED HARDWOOD MULCH  
CUT SYNTHETIC CORDS AROUND ROOTBALL AND TRUNK - ENTIRELY REMOVE WIRE BASKETS FROM BALL  
SCARIFY SIDES & BOTTOM OF PLANTING PIT  
SET ROOTBALL ON UNDISTURBED SUBGRADE

STAKING ORIENTATION  
NORTH  
NORTH  
2 STAKES - 3" CAL. & LESS  
3 STAKES - GREATER THAN 3" CAL.  
USE HOSE GUARDS AROUND TRUNK ON STAKING WIRE. TIE WIRE TO STEEL POSTS PLACED OUTSIDE PLANT PIT.  
LEAVE STAKES IN PLACE NO MORE THAN 1 YEAR FROM INSTALLATION. CONTRACTOR RESPONSIBLE FOR REMOVAL.



**DECIDUOUS TREE PLANTING (TYP.)**  
SCALE: NOT TO SCALE

I HEREBY CERTIFY THAT THESE PLANS AND SPECIFICATIONS WERE PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LANDSCAPE ARCHITECT UNDER THE LAWS OF THE STATE OF IOWA. IOWA REGISTRATION NO. 449.  
BY: MICHAEL D. GAUNT LICENSE RENEWAL DATE: JUNE 30, 2016



KELLER WILLIAMS REALTY  
4001 WESTOWN PARKWAY

REFERENCE NUMBER:  
95-31-P

DRAWN BY:

CHECKED BY:

REVISION DATE:  
1-30-15  
2-18-15

PROJECT NUMBER:  
140343

SHEET NUMBER:

C5.1

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LANDSCAPE PLAN

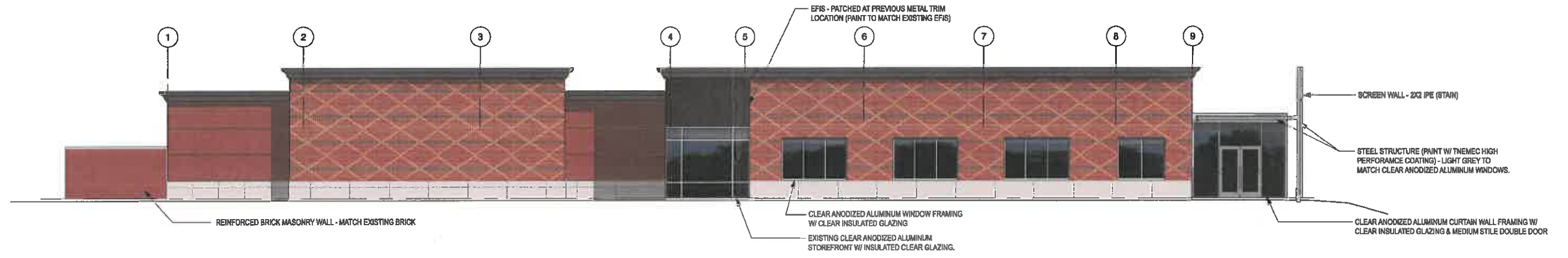






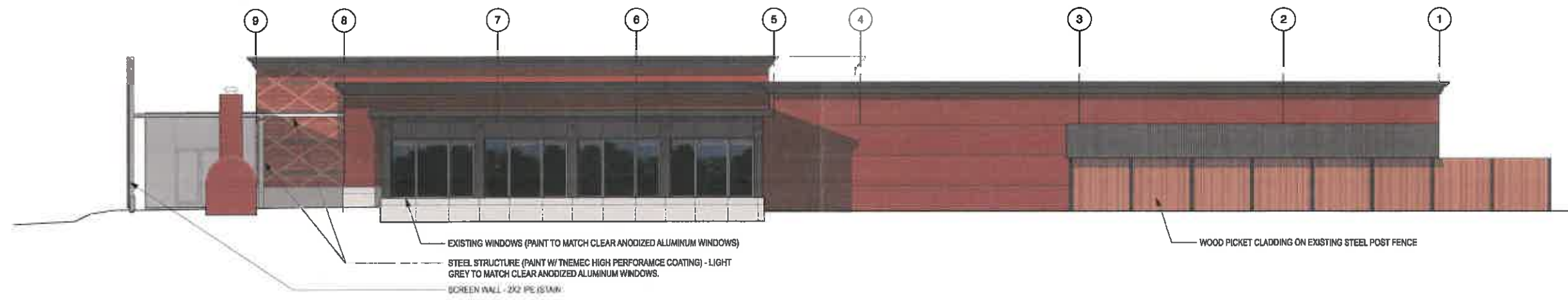


SOUTH ELEVATION 1/16" = 1'-0"

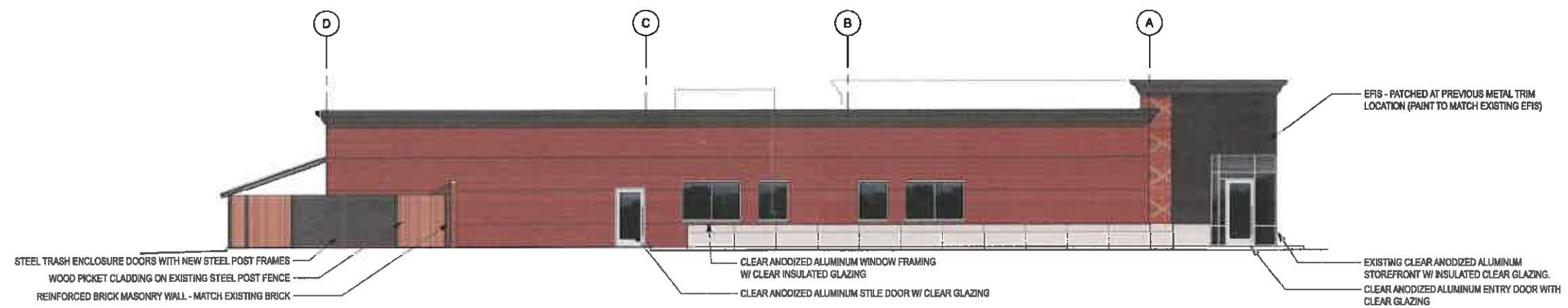


WEST ELEVATION





EAST ELEVATION 1/16" = 1'-0"



NORTH ELEVATION 1/16" = 1'-0"

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

**RESOLUTION**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, APPROVING THE MAJOR MODIFICATION TO APPROVED SITE PLAN (MaM-002522-2014) TO IMPLEMENT FAÇADE MODIFICATIONS AND LANDSCAPING IMPROVEMENTS AT 4001 WESTOWN PARKWAY.**

**WHEREAS**, pursuant to the provisions of Title 9, Zoning, Chapter 1 et seq, of the West Des Moines Municipal Code, the applicant, Golden Circle Investments, LLC, has requested approval of a Major Modification Permit (MaM-002522-2014) for that property located at 4001 Westown Parkway to modify the facade of the building and install landscaping;

**Legal Description of Property**

**LOT 1, WESTOWN PARKWAY PLAZA, EXCEPT THE WEST 200 FEET LYING NORTH OF AND ADJACENT TO  
LOT 2, WESTOWN PARKWAY PLAZA, AN OFFICIAL PLAT  
CITY OF WEST DES MOINES, POLK COUNTY, IOWA**

**WHEREAS**, studies and investigations were made, and staff reports and recommendations were submitted which is made a part of this record and herein incorporated by reference;

**WHEREAS**, on March 16, 2015, the Plan and Zoning Commission did recommend to the City Council approval of the Major Modification (MaM-002522-2014);

**WHEREAS**, on, March 23, 2015, this City Council held a duly-noticed hearing to consider the application for Major Modification (MaM-002522-2014);

**WHEREAS**, as part of this Major Modification approval, the City Council is approving and accepting a Public Sanitary Sewer Easement;

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

**SECTION 1.** The findings, for approval, stated in the staff report, dated March 23, 2015, or as amended orally at the City Council hearing of March 23, 2015, are adopted.

**SECTION 2.** MAJOR MODIFICATION (MaM-002522-2014) to modify the facade of the building and install landscaping is approved, subject to compliance with all the conditions in the staff report, dated March 23, 2015, including conditions added at the Hearing, and attached hereto as Exhibit "A". Violation of any such conditions shall be grounds for revocation of the entitlement, as well as any other remedy which is available to the City.

**PASSED AND ADOPTED** on March 23, 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 23, 2015, by the following vote:

**ATTEST:**

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

**EXHIBIT "A"**  
**CONDITIONS OF APPROVAL**

1. Approval of this Major Modification is contingent upon the approval and adoption of the amendment to the South Water Tower Place PUD relating to architectural requirements.
2. The City Council granting a deferral of implementation of storm water management improvements until such time that the applicant adds onto the building or by 2025, whichever occurs first.
3. The City Council granting a deferral for the installation of five (5) overstory trees within the parking lot and eleven (11) evergreen open space trees until such time that the north parking lot is removed and a detention pond constructed, as outlined in the approved Storm Water Management Plan.
4. The City Council granting a deferral for the installation of landscape pods in the parking lot as required by City Code until such time that the parking lot is modified, expanded or reconstructed in the future.

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

Date: March 23, 2015

**ITEM:** West Grand Business Park, 5950 Grand Avenue – Create one parcel for transfer of ownership – M & F Investments, LLC - POS-002566-2014

**RESOLUTION: Approval and Release of Plat-of-Survey**

**FINANCIAL IMPACT:** Undetermined.

**BACKGROUND:** The applicant, M & F Investments, LLC, is requesting approval of a Plat-of-Survey to create one parcel for transfer of ownership. The newly created parcel will contain the existing parking lot that provides for the existing building on the property. The newly created parcel will be lot tied to Lot 1A, which contains one of the existing buildings on the property.

**CITY COUNCIL SUBCOMMITTEE:** This item was presented to the Development and Planning City Council Subcommittee on February 12, 2015 as an informational item only. There was no discussion by the Subcommittee.

**OUTSTANDING ISSUES:** There are no outstanding issues. Staff would note the following:

- **Cross Access Agreement:** A cross access agreement has been prepared for recordation with this Plat of Survey. The agreement allows for vehicular access across the existing drives within the larger property for both the newly created lot, as well as future parcels yet developed in order to provide access to Grand Avenue. A reciprocal Cross Access Easement will be requested at such time as the undeveloped portion of the subject property is developed which will allow the existing buildings vehicular access across that property to an anticipated additional access to Grand Avenue.
- **Record of Lot Tie:** Parcel BB contains a portion of the parking that is utilized by the building located on Lot 1A. A Lot Tie Agreement to combine the newly created lot (Parcel BB) with existing Lot 1A, which contains one of the buildings on the property is required. The Record of Lot Tie has been prepared and executed for recordation with this Plat of Survey.

**COMPREHENSIVE PLAN CONSISTENCY:** The project has been reviewed for consistency with the Comprehensive Plan. Based upon that review, a finding has been made that the proposed project is consistent with the Comprehensive Plan in that the project is consistent with all of the goals and policies of the Comprehensive Plan and the land use map of the Comprehensive Plan.

**RECOMMENDATION:** Based upon the preceding review and a finding of consistency with the goals and policies of the Comprehensive Plan, staff recommends the City Council approve the Plat-of-Survey to create one parcel for transfer of ownership, subject to the applicant complying with all applicable City Code requirements and the following:

1. The applicant acknowledging that Parcel BB being created with this Plat-of-Survey is unbuildable as a stand-alone parcel, including the construction of any commercial structures; and,
2. The applicant acknowledging that any further land splits of the property must be done through the City's Subdivision process.

Lead Staff Member: Brian S. Portz, AICP 

**Staff Reviews:**

Department Director	
Appropriations/Finance	✓
Legal	
Agenda Acceptance	JS RTG

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

Published In	n/a
Date(s) Published	n/a
Letter sent to surrounding property owners	n/a

**SUBCOMMITTEE REVIEW (if applicable)**

Committee	Development & Planning		
Date Reviewed	February 12, 2015		
Recommendation	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Split <input type="checkbox"/>

**ATTACHMENTS:**

- Exhibit I - Location Map
- Exhibit II - Plat-of-Survey
- Exhibit III - Resolution: Approval and Release of Plat-of-Survey
- Exhibit A - Conditions of Approval



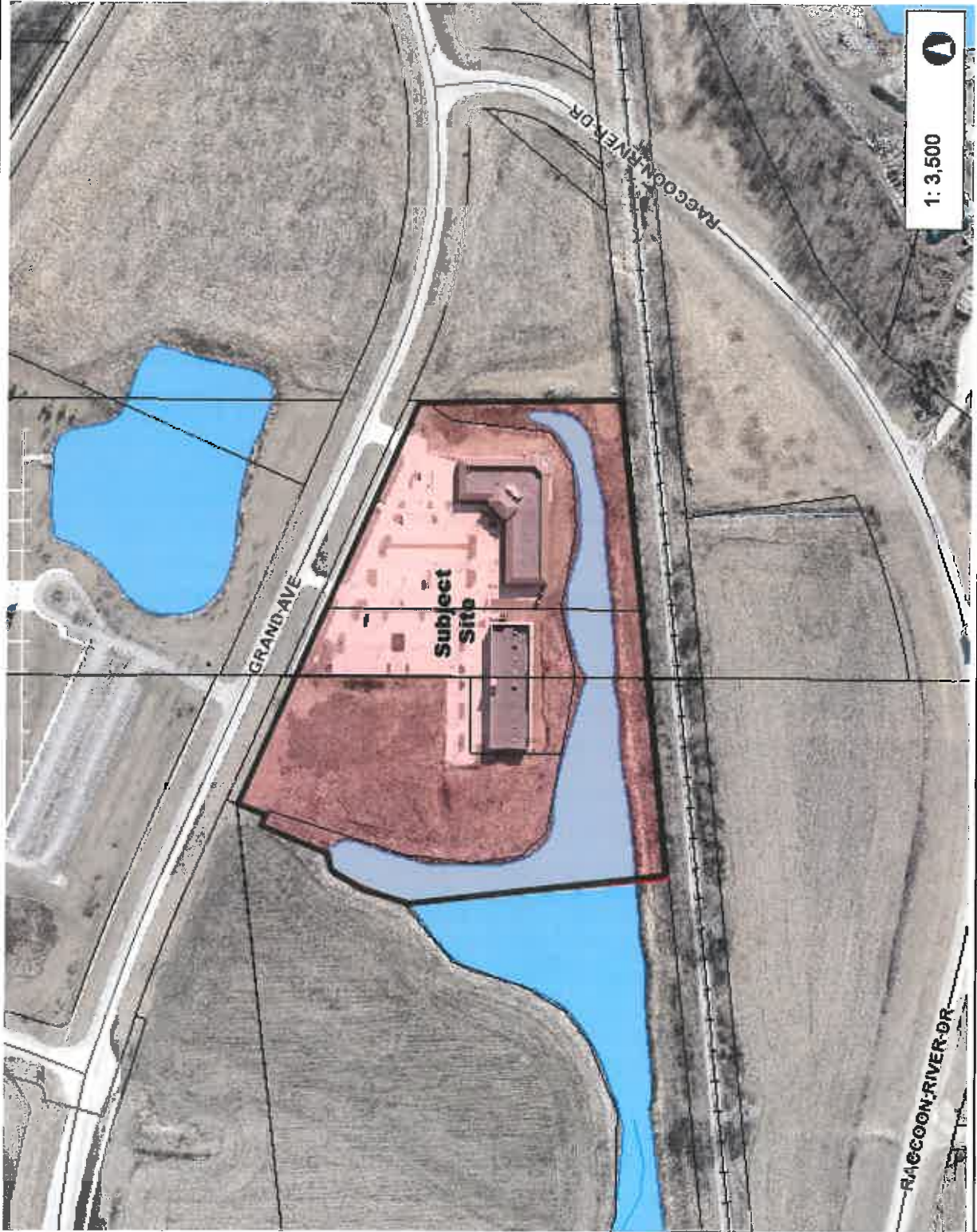
# West Grand Business Park



### Legend

- Parcels
- Parks
- Greenways

## EXHIBIT I



1: 3,500



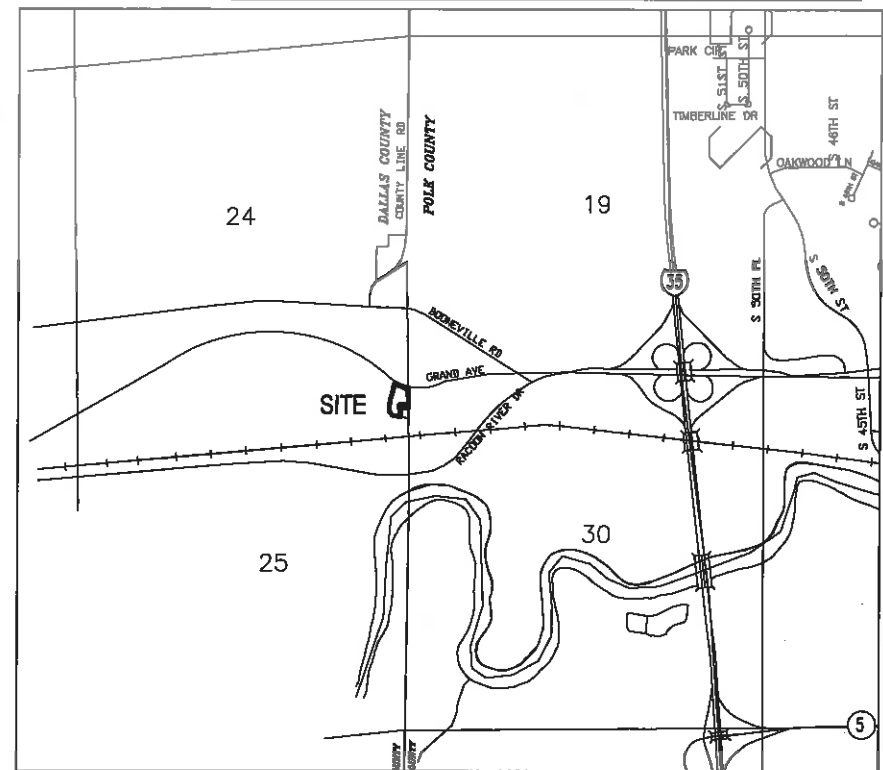
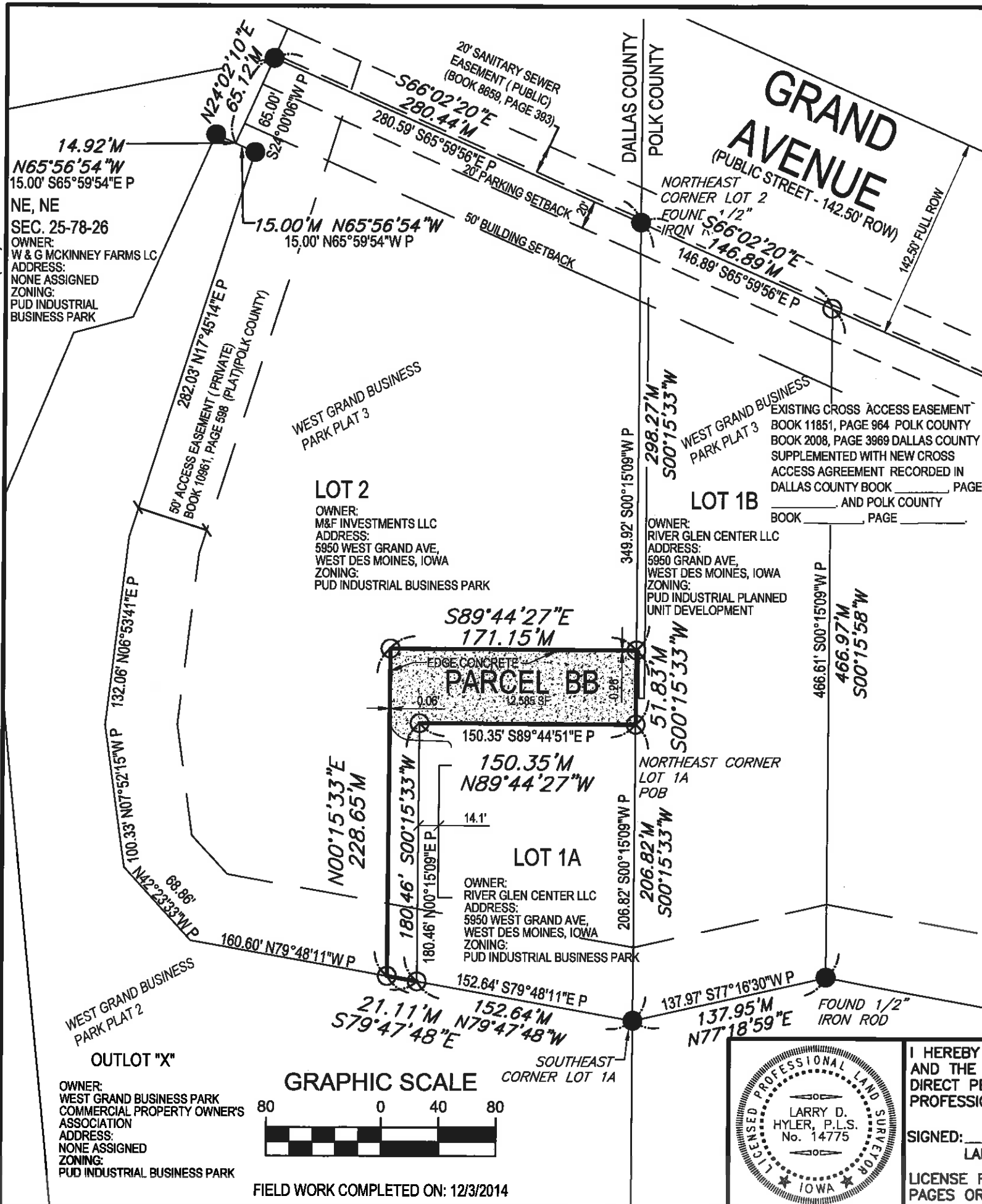

Disclaimer: The City of West Des Moines makes no warranties regarding the accuracy or completeness of the data provided herein.  
THIS MAP IS NOT TO BE USED FOR NAVIGATION

NAD\_1983\_StatePlane\_Iowa\_South\_FIPS\_1402\_Feet  
© City of West Des Moines, Iowa



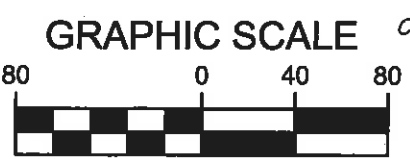
# PLAT OF SURVEY

PREPARED BY: LARRY D. HYLER BISHOP ENGINEERING CO., INC. 3501 104TH STREET URBANDALE IOWA 50322 PH. (515) 276-0467

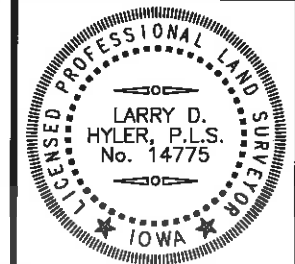


- LEGEND:**
- PROPERTY CORNER - FOUND 1/2" IRON ROD WITH YELLOW PLASTIC CAP # 11579 OR AS NOTED
  - PROPERTY CORNER- PLACED 3/4" IRON PIPE WITH YELLOW PLASTIC CAP ID #14775
  - M MEASURED DISTANCE
  - P PLATTED DISTANCE
  - D DEEDED DISTANCE
  - PRA PREVIOUSLY RECORDED AS
  - ROW RIGHT OF WAY
  - POC POINT OF COMMENCEMENT
  - POB POINT OF BEGINNING

ALL BEARINGS ARE BASED ON AN ASSUMED MERIDIAN FOR COMPUTATION PURPOSES.  
THE BOUNDARY OF PARCEL BB HAS AN ERROR OF CLOSURE WITHIN 1:5,000 FEET.



FIELD WORK COMPLETED ON: 12/3/2014



I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

SIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_  
LARRY D. HYLER, L.S. 14775

LICENSE RENEWAL DATE: DEC. 31, 2014  
PAGES OR SHEETS COVERED BY THIS SEAL: SHEET 1 OF 2 & SHEET 2 OF 2

REFERENCE NUMBER:	
DRAWN BY:	MKH
PROJECT NUMBER:	140536
SHEET NUMBER:	1 OF 2

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3501 104th Street  
Des Moines, Iowa 50322-3825  
Phone: (515) 276-0467 Fax: (515) 276-0217

Civil Engineering & Land Surveying Establishments

5950 GRAND AVENUE  
WEST DES MOINES, IOWA

**PLAT OF SURVEY**

# PLAT OF SURVEY

PREPARED BY: LARRY D. HYLER BISHOP ENGINEERING CO., INC. 3501 104TH STREET URBANDALE IOWA 50322 PH. (515) 276-0467

## PROPERTY DESCRIPTION:

### ORIGINAL TRACT

LOT 2 IN WEST GRAND BUSINESS PARK PLAT 3, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA.

SAID TRACT OF LAND BEING SUBJECT TO AND TOGETHER WITH ANY AND ALL EASEMENTS OF RECORD.

SAID TRACT OF LAND CONTAINS 3.61 ACRES MORE OR LESS.

### PARCEL BB

AN IRREGULAR SHAPED PORTION OF LOT 2, WEST GRAND BUSINESS PARK PLAT 3, AN OFFICIAL PLAT, DALLAS COUNTY, IOWA, ALL MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 1A IN SAID WEST GRAND BUSINESS PARK PLAT 3; THENCE N89°44'27"W ASSUMED BEARING FOR THIS DESCRIPTION ALONG THE NORTH LINE OF SAID LOT 1A, A DISTANCE OF 150.35 FEET TO THE NORTHWEST CORNER OF SAID LOT 1A; THENCE S00°15'33"W ALONG THE WEST LINE OF SAID LOT 1A, A DISTANCE OF 180.46 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1A; THENCE N79°47'48"W, ALONG THE SOUTH LINE OF SAID LOT 2, A DISTANCE OF 21.11 FEET; THENCE N00°15'33"E, A DISTANCE OF 228.65 FEET; THENCE S89°44'27"E, A DISTANCE OF 171.15 FEET TO THE EAST LINE OF SAID LOT 2; THENCE S00°15'33"W ALONG THE EAST LINE OF SAID LOT 2, A DISTANCE OF 51.83 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND BEING SUBJECT TO AND TOGETHER WITH ANY AND ALL EASEMENTS OF RECORD.

SAID TRACT OF LAND CONTAINS 12,585 SQUARE FEET MORE OR LESS.

ZONING: PUD INDUSTRIAL BUSINESS PARK

## CROSS ACCESS AGREEMENT:

EXISTING CROSS ACCESS AGREEMENTS IN BOOK 11851 AT PAGE 964 POLK COUNTY RECORDER AND IN BOOK 2008 AT PAGE 3969 DALLAS COUNTY RECORDER, BOTH BEING SUPPLEMENTED BY A NEW CROSS ACCESS AGREEMENT RECORDED IN DALLAS COUNTY BOOK \_\_\_\_\_ AT PAGE \_\_\_\_\_ AND POLK COUNTY BOOK \_\_\_\_\_ AT PAGE \_\_\_\_\_.

## ADDRESS:

5950 GRAND AVENUE  
WEST DES MOINES, IOWA

## OWNER:

M&F INVESTMENTS LLC  
2917 VIRGINIA PLACE  
DES MOINES, IA 50312

## PREPARED FOR:

WRIGHT TREE SERVICE  
5930 GRAND AVE  
WEST DES MOINES, IA 50266  
515-277-6291

## NOTE:

COMPREHENSIVE LAND  
USE: BUSINESS PARK  
ZONING: PUD INDUSTRIAL BUSINESS PARK

## FLOOD ZONE:

THIS SITE IS WHOLLY WITHIN A FLOOD ZONE AE FROM FIRM MAP 190231 0014 C WITH AN EFFECTIVE DATE OF 2-16-2006.

THE FLOOD ELEVATION FROM SAID MAP IS 833.6 FEET NAVD 88.

## LOT TIE:

PARCEL BB WILL BE LOT TIED WITH LOT 1A FROM WEST GRAND BUSINESS PARK PLAT 3, OWNED BY RIVER GLEN CENTER LLC.

**Bishop Engineering**  
"Planning Your Successful Development"



3501 104th Street  
Des Moines, Iowa 50322-3825  
Phone: (515)276-0467 Fax: (515)276-0217  
Civil Engineering & Land Surveying Established 1959

5950 GRAND AVENUE  
WEST DES MOINES, IOWA

PLAT OF SURVEY

REFERENCE NUMBER:

DRAWN BY:  
MKH

PROJECT NUMBER:  
140536

SHEET NUMBER:  
2 OF 2

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

**RESOLUTION**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST DES MOINES APPROVING AND RELEASING THE WEST GRAND BUSINESS PARK PLAT-OF-SURVEY (POS-002566-2014) FOR THE PURPOSE OF CREATING ONE PARCEL FOR TRANSFER OF OWNERSHIP**

**WHEREAS**, pursuant to the provisions of Title 10, Subdivision Regulations and Title 9, Zoning Chapter 1 et seq, of the West Des Moines Municipal Code, the applicant, M & F Investments, LLC, has requested approval for a Plat-of-Survey (POS-002566-2014) for the 3.61 acre property located at 5950 Grand Avenue to create one 12,585 square foot parcel for transfer of ownership;

**Legal Description**

**ORIGINAL PARCEL**

LOT 2 IN WEST GRAND BUSINESS PARK PLAT 3, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA.

SAID TRACT OF LAND BEING SUBJECT TO AND TOGETHER WITH ANY AND ALL EASEMENTS OF RECORD.

**NEWLY CREATED PARCEL**

AN IRREGULAR SHAPED PORTION OF LOT 2, WEST GRAND BUSINESS PARK PLAT 3, AN OFFICIAL PLAT, DALLAS COUNTY, IOWA, ALL MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 1A IN SAID WEST GRAND BUSINESS PARK PLAT 3; THENCE N89°44'27"W ASSUMED BEARING FOR THIS DESCRIPTION ALONG THE NORTH LINE OF SAID LOT 1A, A DISTANCE OF 150.35 FEET TO THE NORTHWEST CORNER OF SAID LOT 1A; THENCE S00°15'33"W ALONG THE WEST LINE OF SAID LOT 1A, A DISTANCE OF 180.46 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1A; THENCE N79°47'48"W, ALONG THE SOUTH LINE OF SAID LOT 2, A DISTANCE OF 21.11 FEET; THENCE N00°15'33"E, A DISTANCE OF 228.65 FEET; THENCE S89°44'27"E, A DISTANCE OF 171.15 FEET TO THE EAST LINE OF SAID LOT 2; THENCE S00°15'33"W ALONG THE EAST LINE OF SAID LOT 2, A DISTANCE OF 51.83 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND BEING SUBJECT TO AND TOGETHER WITH ANY AND ALL EASEMENTS OF RECORD.

**WHEREAS**, studies and investigations were made, and staff reports and recommendations were submitted which are made a part of this record and herein incorporated by reference;

**WHEREAS**, on March 23, 2015, this City Council held a duly-noticed meeting to consider the application for Plat-of-Survey (POS-002566-2014) and;

**WHEREAS**, the West Des Moines City Council adopted a resolution which approved the Plat-of-Survey at their meeting on March 23, 2015, subject to any conditions of approval, and;

**WHEREAS**, there are no public improvements required of this Plat-of-Survey; and;

**WHEREAS**, there are no new public easements being established with this Plat-of-Survey.

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

**SECTION 1.** The findings of consistency with the Comprehensive Plan as stated in the staff report, dated March 23, 2015, or as amended orally at the City Council meeting of March 23, 2015, are adopted.

**SECTION 2.** Plat-of-Survey, (POS-002566-2014) is approved, subject to compliance with all the conditions in the staff report, dated March 23, 2015, including conditions added at the meeting, if any, and attached hereto as Exhibit "A". Violation of any such conditions shall be grounds for revocation of the entitlement, as well as any other remedy which is available to the City.

**SECTION 3.** This resolution does release the Plat-of-Survey (POS-002566-2014) for recordation. The City Council of West Des Moines directs the City Clerk to release said Plat-of-Survey for recordation in accordance with said City Council approval of the Plat-of-Survey on March 23, 2015 and Roll Call No. \_\_\_\_\_.

### **CERTIFICATE**

I, Ryan T. Jacobson, City Clerk for said City, hereby certify that at a meeting of the City Council of said City of West Des Moines, held on March 23, 2015, among other proceedings, Roll Call No. \_\_\_\_\_ approved said Plat-of-Survey on March 23, 2015, and released said Plat-of-Survey for recordation.

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

**IN WITNESS WHEREOF**, I have hereunto set my hand this 23<sup>rd</sup> day of March, 2015.

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

**ATTEST:**

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

**EXHIBIT A:  
CONDITIONS OF APPROVAL**

1. The applicant acknowledging that Parcel BB being created with this Plat-of-Survey is unbuildable as a stand-alone parcel, including the construction of any commercial structures; and,
2. The applicant acknowledging that any further land splits of the property must be done through the City's Subdivision process.

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

**ITEM:** Resolution to Approve Contract with West Des Moines Association of Professional Fire Fighter, Local 3586

**DATE:** March 23, 2015

**FINANCIAL IMPACT:** Fire Department Salaries and Benefits Line Items for FY15/16 at a cost of approximately \$108,061 for the first year of the Agreement, \$115,945 for FY 16/17 and \$116,257 for 17/18. This cost has been factored into the FY15/16 budget.

**BACKGROUND:** The City of West Des Moines negotiation team reached a tentative Agreement with the West Des Moines Association of Professional Fire Fighter, Local 3586 on March 5, 2015. The City's negotiation team was comprised of City staff and James C. Hanks of the Ahlers Law Firm. This Agreement was ratified by the union on March 10, 2015.

Detailed below is a brief overview of the financially related terms of the three year Tentative Agreement:

- 1. **Wages**                      The Agreement calls for across-the-board (ATB) increases of 2.1% for the first and second year of the contract and 2.5% for the third year of the contract.  
  
Acting Officer pay will increase from \$1.25/hour to \$1.75/hour.
- 2. **Insurance**                The Agreement provides an increase to in the employee's single monthly premium contribution rate from 5% single to 6% the first year of the Agreement, 7% the second year of the Agreement and 8% the third year of the Agreement.
- 3. **Paid Time Off**            The Agreement provides for an additional increase to the sick time accrual of 1 hour per month for each of the first two years of the contract. (First year will move from 14 hours/month to 15 hours per month. The second year will move to a sick time accrual of 16 hours/month). There is no change to the maximum sick time accrual, nor the maximum of the sick accrual used upon retirement. There is no change in vacation, casual days, holidays nor compensatory time.

**OUTSTANDING ISSUES (if any):**

**RECOMMENDATION:** City Council Adopt the Resolution approving the contract with the West Des Moines Association of Professional Fire Fighters for the three year period of July 1, 2015 through June 30, 2018 and directing the Mayor and City Clerk 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
Appropriations/Finance	<i>AS</i>
Legal	Ahlers Law Firm
Agenda Acceptance	<i>RTG</i>

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

Published In	
Dates(s) Published	

**SUBCOMMITTEE REVIEW (if applicable)**

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

**RESOLUTION**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA APPROVING BARGAINING AGREEMENT WITH WEST DES MOINES ASSOCIATION OF PROFESSIONAL FIRE FIGHTERS LOCAL 3586**

**WHEREAS**, City staff has negotiated in good faith with members of the West Des Moines Association of Professional Fire Fighters Local 3586 for the purposes of finalizing a new bargaining agreement, and

**WHEREAS**, the City staff has reached a tentative agreement with the West Des Moines Association of Professional Fire Fighters Local 3586 for a three 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 West Des Moines Association of Professional Fire Fighters Local 3586 for the period covering July 1, 2015 through June 30, 2018 is hereby approved, and the Mayor and City Clerk 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 T. Jacobson  
City Clerk

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

Date: March 23, 2015

**ITEM:** Rezoning Request – Grand Lakes PUD, Scenic Valley Drive on the west side of Grand Avenue – Amend the Eight Ways PUD land uses, parcel configuration, and rename the PUD to Grand Lakes – Diligent Grand Avenue 67, LLC – ZC-002622-2015

**MOTION:** Refer to Plan and Zoning Commission

**FINANCIAL IMPACT:** Undetermined.

**BACKGROUND:** Diligent Grand Avenue 67, LLC, requests amendments to the Eight Ways Planned Unit Development located on the west side of Grand Avenue at Scenic Valley Drive (see Exhibit A – Location Map). The amendment includes a change in the configuration of PUD Parcels C, E, F, and I, a reduction in the area in which multi-family residential is allowed, an increase in the size of the proposed lake, an update of the underlying zoning designations specified to match current zoning designations, and to change the name of the PUD from Eight Ways to Grand Lakes (see Exhibit B – Existing and Proposed PUD Sketches).

At this time 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 ordinance amendment by the City Council does not indicate support or opposition to the request. The initiation of the request responds to the due process rights of the petitioner.

**RECOMMENDATION:** Staff recommends initiation of the ordinance amendment and forwarding it to the Plan and Zoning Commission for their review and recommendation.

Lead Staff Member: Kara Tragesser, AICP *Karen*

**Staff Reviews:**

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

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

Published In	n/a
Date(s) Published	n/a
Letter sent to surrounding property owners	n/a

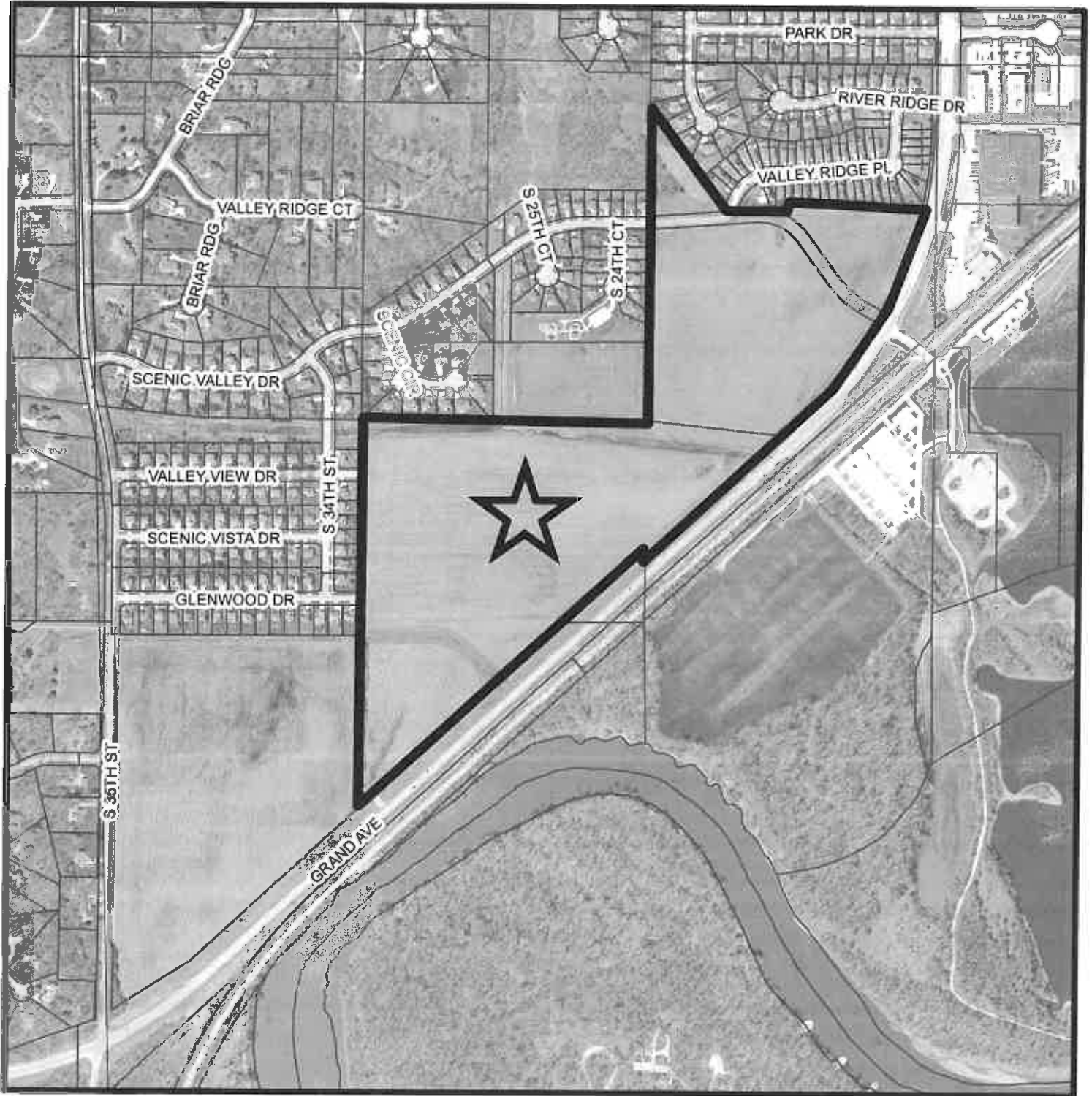
**SUBCOMMITTEE REVIEW (if applicable)**

Committee	n/a		
Date Reviewed	n/a		
Recommendation	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Split <input type="checkbox"/>

Exhibit A – General Location Map  
Exhibit B – Existing and Proposed PUD Sketches



# General Location Map Grand Lakes Scenic Valley Drive east of Grand Avenue





NOTES:  
1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.  
2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.  
3. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.  
4. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.  
5. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

**Legal Description:**  
LOT 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

**Owner/Applicant:**  
DELBERT GRAND AVE. 87, LLC  
1300 NW 181st Street  
Clatsop County, OR 97130  
503-864-1279

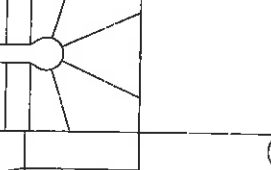
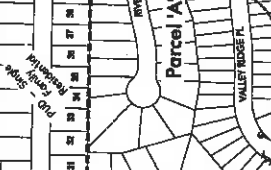
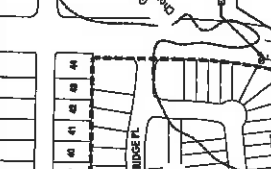
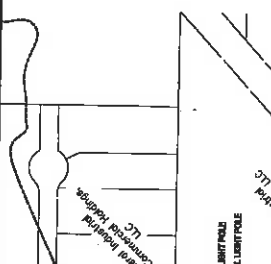
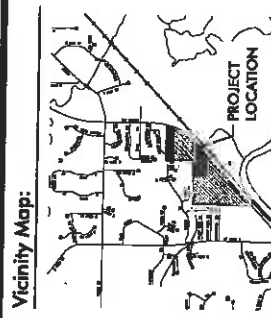
**Street Classifications:**  
GRAND AVE. MAJOR ARTERIAL (11' OF R.O.W.)  
SCENIC VALLEY DR. MINOR COLLECTOR (P/R LOW)

**Zoning:**  
PUD - TODD WAYS  
PUD - GRAND LAKES

**Proposed Comp Plan Designation:**  
PUD - TODD WAYS  
PUD - GRAND LAKES

**Proposed Building Setbacks:**  
FRONT: 30'  
SIDE: 10'  
REAR: 10'

**Neighboring Property Owners:**  
1. COX, WALTER  
2. ...  
3. ...  
4. ...  
5. ...  
6. ...  
7. ...  
8. ...  
9. ...  
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25. ...



**Grand Lakes PUD Sketch Plan**  
West Clatsop County, Oregon  
2110004  
February 2015

Prepared by:  
C. SMITH  
Checked by:  
C. SMITH  
Scale: 1" = 100'

PUD Sketch

North Arrow

Graphic Scale

Grand Lakes PUD Sketch Plan

West Clatsop County, Oregon

2110004

February 2015

Prepared by: C. SMITH

Checked by: C. SMITH

Scale: 1" = 100'

North Arrow

Graphic Scale

Grand Lakes PUD Sketch Plan

West Clatsop County, Oregon

2110004

February 2015

Prepared by: C. SMITH

Checked by: C. SMITH

PUD-01 01 / 01

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

Date: March 23, 2015

**ITEM:** Tallyn's Reach PUD Amendment, Generally located at the intersection of Cascade Avenue and S. 91<sup>st</sup> Street – Amend the Tallyn's Reach Planned Unit Development to remove the minimum age requirement for PUD Parcel F– Jerry Bussanmas – ZC-002620-2015

**MOTION:** Refer to Plan and Zoning Commission

**FINANCIAL IMPACT:** Undetermined.

**BACKGROUND:** The applicant, Jerry Bussanmas, LLC, is requesting an amendment to the Tallyn's Reach PUD for Outlots G, H, I, and K to remove the 55 years old or older age qualification. The request is in preparation for a proposed single family community to be located on the approximately 23 acre Outlots H, I, K, Corrected Michael's Landing Plat 1.

At this time the petitioner is requesting the City Council initiate a 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 to amend the Tallyn's Reach PUD and forwarding it to the Plan and Zoning Commission for their review and recommendation.

Lead Staff Member: J. Bradley Munford 

**Staff Reviews:**

Department Director	
Appropriations/Finance	
Legal	
Agenda Acceptance	

*Handwritten initials: RS, RTG*

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

Published In	n/a
Date(s) Published	n/a
Letter sent to surrounding property owners	n/a

**SUBCOMMITTEE REVIEW (if applicable)**

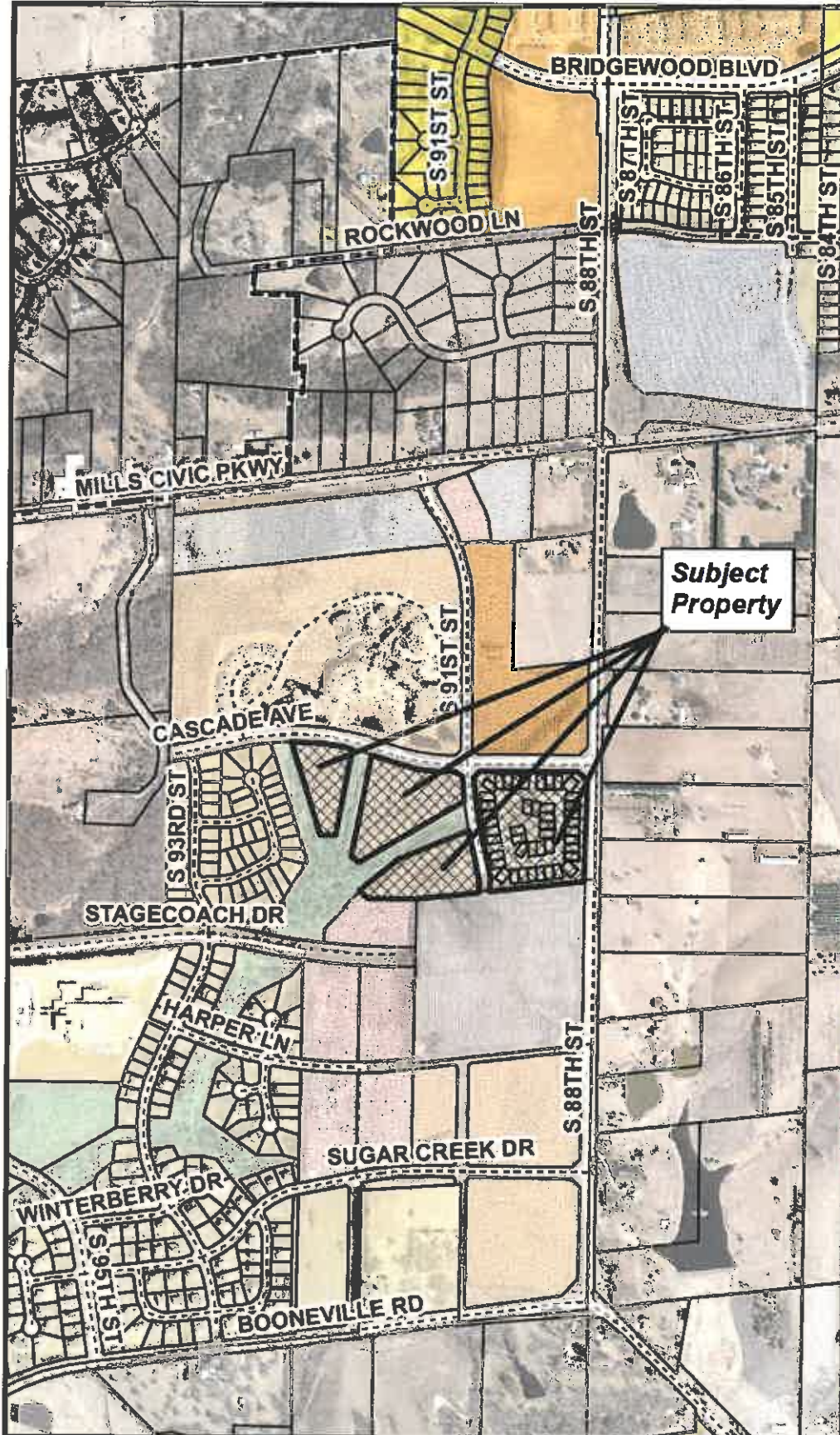
Committee	n/a		
Date Reviewed	n/a		
Recommendation	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Split <input type="checkbox"/>

**ATTACHMENTS:**

Exhibit I      =      Location Map



**Tallyn's Reach  
Parcel F  
Outlots G, H, I, and K**



- Legend**
- Unzoned
  - Open Space/Agricultural (OS)
  - Residential Estate (RE)
  - Residential Single-Family (RS)
  - Single-Family Residential (R-1)
  - Single-Family - Commerce Residential (SF-CR)
  - Single-Family - Valley Junction Residential (SF-VJ)
  - Manufactured Housing (MH)
  - Residential Medium-Density (RM)
  - Residential High-Density (RH)
  - Neighborhood Commercial (NC)
  - Convenience Commercial (CVC)
  - Valley Junction Historic Business (VJHB)
  - Valley Junction Commercial (VJC)
  - Community Commercial (CMC)
  - Support Commercial (SC)
  - Regional Commercial (RC)
  - Office (OF)
  - Professional Commerce Park (PCP)
  - Warehouse Retail (WR)
  - Business Park (BP)
  - Valley Junction Light Industrial (VJLI)
  - Light Industrial (LI)
  - General Industrial (GI)
  - PUD - Open Space
  - PUD - Single Family Residential
  - PUD - Medium Density Residential
  - PUD - High Density Residential
  - PUD - Business and Commercial
  - PUD - Office
  - PUD - Industrial