

CITY OF WEST DES MOINES

COUNCIL AGENDA

date: April 6, 2015

time: 5:30 P.M.

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

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

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

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

4. Consent Agenda

- a. Motion - Approval of Minutes of March 23, 2015 Meeting
- b. Motion - Approval of Bill Lists
- c. Motion - Approval of Liquor Licenses:
 - 1. Montelongo, Inc. d/b/a Abelardo's Mexican Food, 5525 Mills Civic Parkway, Suite 130 - Class BB Beer Permit with Sunday Sales - New
 - 2. BL Restaurant Operations, LLC d/b/a Bar Louie, 7105 Mills Civic Parkway, Suite 150 - Class LC Liquor License with Sunday Sales and Outdoor Service - Renewal
 - 3. The After Midnight Group VIII, LLC d/b/a Cowboy Jacks, 5513 Mills Civic Parkway - Class LC Liquor License with Sunday Sales and Outdoor Service - Renewal
 - 4. Historic Valley Junction Foundation d/b/a Historic Valley Junction Foundation, 137 5th Street - Six-Month Class LC Liquor License with Sunday Sales and Outdoor Service - New
 - 5. Hy-Vee, Inc. d/b/a Hy-Vee Drugstore #2, 1010 60th Street - Class LE Liquor License with Carryout Wine, Carryout Beer, and Sunday Sales - Renewal
 - 6. Hy-Vee, Inc. d/b/a Hy-Vee Meeting Room, 1725 Jordan Creek Parkway - Transfer Location Temporarily to 1236 Jordan Creek Parkway (SpringHill Suites) - April 15-16, 2015

Council Agenda

April 6, 2015

7. Walnut Brewery, Inc. d/b/a Rock Bottom Brewery, 4508 University Avenue - Temporary Expanded Outdoor Service Area to be added to Existing Class LC Liquor License - May 13, 2015
8. V Lounge, LLC d/b/a V Lounge, 3535 Westown Parkway - Class LC Liquor License - New
9. Carson Advertising, Inc. d/b/a Vista Pub, 7205 Vista Drive, #116 - Class LC License with Sunday Sales and Outdoor Service - Renewal
- d. Motion - Approval of Extended Sound Permits:
 1. Glen Oaks Country Club, 1401 Glen Oaks Drive
 2. Wellman's Pub & Rooftop, 597 Market Street
- e. Motion - Approval of Lane Closure(s) for 2015 Special Events:
 1. West Des Moines Girls Softball Parade
 2. Miscellaneous Events - Historic Valley Junction Foundation
- f. Motion - Approval of Change Orders:
 1. 2015 Concrete Trail Renovation, #1
 2. 139 6th Street Building Renovation, #12
- g. Motion - Approval of Amendment #1 to Professional Services Agreement - Fire/EMS Station 17 HVAC Improvements
- h. Motion - Approval of Grant Contract - Iowa Department of Agriculture and Land Stewardship Water Quality Initiative Grant
- i. Resolution - Approval of Lease Agreement - Temporary Office Space for Special Census, 4900 University Avenue, Suite 120
- j. Resolution - Approval of Resolution of Support - Home Base Iowa Initiative
- k. Resolution - Approval of Grant Applications - Dallas County Foundation:
 1. Police Department
 2. Public Works Department
- l. Resolution - Order Construction:
 1. 2015 Sewer Lining Program
 2. 2015 Sump Pump Sewer Program
 3. 2015 Valley Junction Brick Paver Repair Program
 4. Grand Avenue Improvements, Phase 6
- m. Resolution - Accept Work - 2013 PCC Patching Program Phase 2
- n. Resolution - Approval of 28E Agreement - Youth Justice Initiative
- o. Resolution - Establish Consultation Meeting and Public Hearing - Amendment #3 to Westown Parkway V Urban Renewal Area
- p. Resolution - Approval of High Quality Jobs Program Application - FunnelWise
- q. Resolution - Acceptance of Easement and Agreement:
 1. Clocktower Square, 2800-2900 University Avenue
 2. Mills Crossing Parcel D, 5901 Mills Civic Parkway
- r. Resolution - Approval of Indemnity and Hold Harmless Agreement - Fareway
- s. Resolution - Approval and Acceptance of Purchase Agreement for Disposition of Excess Property - Alice's Road/105th Street Overpass at I-80 Project
- t. Resolution - Approval of Purchase Agreement, Deeds and Easements - South Grand Prairie Parkway, Wendover Road to Mills Civic Parkway
- u. Resolution - Approval and Acceptance of Purchase Agreement and Easements:
 1. Fox Creek Sanitary Sewer Improvements, Phase 1
 2. Frink Creek Sanitary Sewer Project

- v. Proclamation - Approval of Proclamations:
 - 1. Affordable Housing Week, April 13-18, 2015
 - 2. World Landscape Architecture Month

5. Old Business

- a. Aspen Valley, northeast corner of future 84th Street and Aspen Drive - Rezone Property from Single Family (RS-20) to Single Family (RS-10) - Arrow Properties
 - 1. Ordinance - Approval of Second, Third Readings and Final Adoption
- b. South Water Tower Place, 4001 Westown Parkway - Amend Planned Unit Development (PUD) to Modify Architectural Standards - City Initiated
 - 1. Ordinance - Approval of Second, Third Readings and Final Adoption

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

- a. Tallyn's Reach, generally located at the intersection of Cascade Avenue and South 91st Street - Amend the Planned Unit Development (PUD) to Remove the Minimum Age Requirement for PUD Parcel F - Jerry Bussanmas
 - 1. Ordinance - Approval of First Reading
- b. Lacey Development Annexation, located at the present address of 33526 Rockwood Lane, which is generally located west of 91st Street and north of Mills Civic Parkway (approximately 8.92 acres) - Voluntary Annexation - City Initiated
 - 1. Resolution - Approval of Voluntary Annexation and the Transition for the Imposition of City Tax
- c. Project Mountain, northwest corner of South 88th Street and future Grand Avenue - Agreement for Private Development - Microsoft Corp.
 - 1. Resolution - Approval of Agreement
- d. 2014-15 FY Operating and Capital Budget - Amendment #2 - City Initiated
 - 1. Resolution - Approval of Budget Amendment #2
- e. Thornwood Sanitary Sewer, Phase 3 - City Initiated
 - 1. Resolution - Approval of Plans and Specifications
 - 2. Motion - Receive and File Report of Bids
 - 3. Resolution - Award Contract
- f. 2015 Sewer Cleaning and Televising Program - 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. Maple Grove West Plat 6, 1655 98th Street - Subdivide Property into 48 Lots for Medium Density Residential Development and One Outlot for Common Ground - Rock Equity Holdings, LLC
 1. Resolution - Approval of Preliminary Plat and Site Plan
- b. Mills Crossing Kum & Go, 5901 Mills Civic Parkway, Building 200 - Consideration of an Overlay District Site Plan to Construct a 4,992 sq. ft. Convenience Store with Gas Pumps - Kum & Go, LLC
 1. Resolution - Denial of Overlay District Site Plan
- c. Whisper Ridge, northwest corner of South 88th Street and Coachlight Drive - Create One Parcel for Transfer of Ownership and Two Parcels for Public Street Right-of-Way - Hidden Creek, 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 - July 1, 2015 to June 30, 2018 Contract Period - City of West Des Moines and Local 3586
 1. Resolution - Approval of Contract

8. Receive, File and/or Refer

- a. Aspire, south of Stagecoach Drive between South Jordan Creek Parkway and South 68th Street/Galleria Drive - Vacate Excess Right-of-Way at the Driveway Turnouts on the South Side of the Stagecoach Drive - Aspire Residential, LLC (Refer to Plan and Zoning Commission)
- b. Eric Branstad Resignation - Library Board of Trustees

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 23, 2015

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

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

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

Vote 15-100: Messerschmidt, Mickelson, Trevillyan, Trimble...4 yes
Motion carried.

On Item 2. Public Forum:

Andrew Furhi, 705 Linnwill Place, expressed concerns about the hardship for Linnwill Place residents with properties that back up to 1st Street if they should be required to mow the grass on the drainage ditch slope and remove snow from the sidewalk behind their property.

Kristin Brantley, 717 Linnwill Place, expressed concerns that her homeowners insurance will not cover slip and fall injuries for the sidewalk behind her property, since it is not part of her property, which could put her at risk of being liable should a slip and fall injury occur on that sidewalk.

Howard Paul, 649 Linnwill Place, stated it is impossible to get a snowblower to the sidewalk behind his property, so if the residents are required to maintain it, it must be shoveled. He stated he ended up in the emergency room this winter as a result of injuries sustained while shoveling snow. He also noted many of his fellow residents along Linnwill Place are senior citizens.

Bill Muilenburg, 617 Linnwill Place, stated he is 88 years old and does not want to shovel the sidewalk behind his property.

Mayor Gaer stated the City is already clearing snow from the sidewalk and mowing the drainage ditch slope and will continue to do so for the time being. He advised that the Public Works Subcommittee will review the policy at an upcoming and will notify residents that request a notification when that meeting will occur.

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

Duane Wittstock, City Engineer, reported the City recently completed the Southwest Connector, Phase 3 project, which has received an award from the Iowa Concrete Paving Association. He then introduced John Cunningham from the Iowa Concrete Paving Association.

March 23, 2015

John Cunningham, Iowa Concrete Paving Association, commended the City of West Des Moines for the quality of its concrete paving work, and he presented the award for Best Concrete Paving Project in the Urban Arterials category.

Greg Hansen, Recreation Superintendent, provided an update on the Capital Crossroads Parks and Recreation Marketing Team. He reported the team is working to partner with the Greater Des Moines Convention and Visitors Bureau to leverage their online exposure to market the parks and recreation programs of metro communities.

Gary Scott, Director of Parks and Recreation, provided an update on the Capital Crossroads Parks and Recreation Trails, which is seeking to standardize trail signage for wayfinding throughout the metro.

Council member Trevillyan expressed concerns that some trail signs are 15 feet tall.

Mr. Scott stated trail signs are generally installed at that height to prevent vandalism, but he will look for further information on the reasons and report back to the Council.

Police Chief Shaun LaDue, provided an updates on the Capital Crossroads Police Recruitment/Pre-Employment Team and the Police Shared Training Team. He stated he believes there are a lot of potential immediate benefits with the shared training initiative that could result in significant savings for the City.

Council Member Trimble reported the Finance and Administration Subcommittee is currently reviewing applicants for hotel-motel tax funding. He stated the Subcommittee also reviewed budget amendment #2, a proposed agreement with Public Financial Management on tonight's agenda, and the purchase of 84,000 gallons of diesel fuel at \$2.16/gallon and 168,000 gallons of unleaded fuel at \$1.84/gallon. He reported he also attended a meeting of the Park and Recreation Advisory Board, where park use agreements were approved with the Cricket League of Iowa and the Des Moines Rugby Foundation. The board had also discussed a proposal from a former hockey player to construct an outdoor deck hockey rink in Raccoon River Park and a proposal to relocate the Jon Anderson White riverboat from the Des Moines River to Blue Heron Lake in Raccoon River Park. He also reported the board is considering a proposal form Verizon Wireless to construct a cell tower on City property near 39th Street and EP True Parkway.

Council member Trevillyan requested further information regarding the Jon Anderson White riverboat proposal and what is being requested from the City.

Gary Scott, Director of Parks and Recreation, stated the letter received from the boat's owner requested that the City pay to relocate the boat to Blue Heron Lake, which is estimated to cost approximately \$30,000, and to make water and electricity available where the boat would dock, with the first year of rental at no cost. He stated the proposal would require a rezoning, permission from the Iowa Department of Natural Resources, and an amendment to the parks

March 23, 2015

master plan. He explained that if the City moves forward with the request, they would put out a request for proposals to provide the services of a riverboat on Blue Heron Lake.

Council member Trevillyan inquired about the timelines for both the deck hockey proposal and riverboat proposal.

Mr. Scott responded that if the City moves forward with the deck hockey proposal, the facility could be turned over to the vendor in October so that the program could start in Spring 2016. He stated the riverboat proposal is scheduled to go back to the Park and Recreation Advisory Board in May, but all the required steps in the process would not allow the boat to be relocated to Blue Heron Lake until 2016.

Mayor Gaer expressed concerns that the City could lose the opportunity with the riverboat proposal if the process takes too long.

Mr. Scott stated a decision could be made by the Park and Recreation Advisory Board at their meeting in May and then by the City Council in early June.

On Item 4. Consent Agenda.

It was moved by Trimble, second by Trevillyan to approve the consent agenda as presented.

- a. Approval of Minutes of March 9, 2015 Meeting
- b. Approval of Bill Lists
- c. 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 5th Street - Class LC Liquor License with Sunday Sales and Outdoor Service Privileges - Renewal

March 23, 2015

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
- d. Approval of Appointments:
1. Plan and Zoning Commission
 2. Sister Cities Commission
- e. Acceptance of Grant - Community Betterment Program - Human Services
- f. Approval of Agreement for Financial Advisory Services
- g. Approval of Change Order #7 - Library and Law Enforcement Center HVAC Improvements
- h. Approval of Park Use Agreements:
1. Cricket League of Iowa
 2. Des Moines Rugby Foundation
- i. Approval of Letter of Support - Revisions to the Federal Functional Classification System
- j. Order Construction:
1. 2015 Sewer Cleaning and Televising Program
 2. Thornwood Sanitary Sewer, Phase 3
- k. Accept Work:
1. 2013 Sidewalk Improvement Program, Phase 1
 2. 2013 Valley Junction Business District Sidewalk Improvement Program
- l. Completion of Work - 22nd Street Adaptive Signal System
- m. Approval of Professional Services Agreement - Sugar Creek Trunk Sewer
- n. Approval and Acceptance of Purchase Agreement and Property - Ashworth Road Low Pressure Sewer System Project
- o. 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. Approval of Proclamations:
1. Colorectal Cancer Awareness Month, March 2015
 2. Kids to Parks Day, May 16, 2015

Vote 15-101: Messerschmidt, Mickelson, Trevillyan, Trimble...4 yes
Motion carried.

On Item 5(a) Issuance of \$21,755,000 General Obligation Urban Renewal Bonds, Series 2015A, initiated by the City of West Des Moines

March 23, 2015

It was moved by Trevillyan, second by Trimble to adopt Resolution - Appoint Registrar and Paying Agent and Resolution - Authorizing the Issuance and Approval of Tax Exemption Certificate and Continuing Disclosure Certificate.

Vote 15-102: Messerschmidt, Mickelson, Trevillyan, Trimble...4 yes
Motion carried.

On Item 5(b) Issuance of \$12,835,000 Taxable General Obligation Urban Renewal Bonds, Series 2015B, initiated by the City of West Des Moines

It was moved by Trevillyan, second by Trimble to adopt Resolution - Appoint Registrar and Paying Agent and Resolution - Authorizing the Issuance and Approval of Continuing Disclosure Certificate.

Vote 15-103: Messerschmidt, Mickelson, Trevillyan, Trimble...4 yes
Motion carried.

On Item 5(c) Issuance of \$3,475,000 General Obligation Urban Renewal Refunding Bonds, Series 2015C, initiated by the City of West Des Moines

It was moved by Trevillyan, second by Trimble to adopt Resolution - Appoint Registrar and Paying Agent and Resolution - Authorizing the Issuance and Approval of Tax Exemption Certificate, Continuing Disclosure Certificate, and Refunding Trust Agreement.

Vote 15-104: Messerschmidt, Mickelson, Trevillyan, Trimble...4 yes
Motion carried.

On Item 6(a) Mayor Gaer indicated this was the time and place for a public hearing to consider Aspen Valley, northeast corner of future 84th Street and Aspen Drive - Rezone Property from Single Family (RS-20) to Single Family (RS-10), initiated by Arrow Properties. He asked for the date the notice was published and the City Clerk indicated the notice was published on March 6, 2015 in the Des Moines Register. Mayor Gaer asked if any written comments had been received. The City Clerk stated on a vote of 5-0, with two members absent, the Plan and Zoning Commission recommended City Council approval of the proposed rezoning request.

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

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

Vote 15-105: Messerschmidt, Mickelson, Trevillyan, Trimble...4 yes
Motion carried.

March 23, 2015

The City Clerk read the preamble to the ordinance.

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

Vote 15-106: Messerschmidt, Mickelson, Trevillyan, Trimble...4 yes
Motion carried.

On Item 6(b) Mayor Gaer indicated this was the time and place for a public hearing to consider South Water Tower Place, 4001 Westown Parkway - Amend Planned Unit Development (PUD) to Modify Architectural Standards, initiated by the City of West Des Moines. He asked for the date the notice was published and the City Clerk indicated the notice was published on March 6, 2015 in the Des Moines Register. Mayor Gaer asked if any written comments had been received. The City Clerk stated on a vote of 5-0, with two members absent, the Plan and Zoning Commission recommended City Council approval of the proposed PUD amendment.

Mayor Gaer asked if there were any public comments.

Tim Hogan, Hogan Law Office, representing behalf of Keller Williams, stated the applicant is in agreement with City staff, and the PUD amendment is being requested to allow architectural design woods on the front of the building. He requested that the Council waive the third reading to help speed up the process.

Mayor Gaer noted that if the first reading receives unanimous approval tonight, then the third reading could be waived at the next Council meeting in two weeks.

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

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

Vote 15-107: Messerschmidt, Mickelson, Trevillyan, Trimble...4 yes
Motion carried.

The City Clerk read the preamble to the ordinance.

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

Vote 15-108: Messerschmidt, Mickelson, Trevillyan, Trimble...4 yes
Motion carried.

On Item 6(c) Mayor Gaer indicated this was the time and place for a public hearing to consider Amendment #1 to the Alluvion Urban Renewal Area, initiated by the City of West Des Moines. He asked for the date the notice was published and the City Clerk indicated the notice was

March 23, 2015

published on March 13, 2015 in the Des Moines Register. Mayor Gaer asked if any written comments had been received. The City Clerk stated none had been received.

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

It was moved by Trimble, second by Trevillyan to adopt Resolution - Approval of Urban Renewal Plan Amendment.

Vote 15-109: Messerschmidt, Mickelson, Trevillyan, Trimble...4 yes
Motion carried.

On Item 6(d) Project Mountain, northwest corner of South 88th Street and future Grand Avenue - Agreement for Private Development, initiated by Microsoft Corp.

Mayor Gaer noted staff is recommending the Council continue the Public Hearing indefinitely.

It was moved by Trevillyan, second by Trimble to adopt Motion - Continue Public Hearing Indefinitely.

Vote 15-110: Messerschmidt, Mickelson, Trevillyan, Trimble...4 yes
Motion carried.

On Item 6(e) Mayor Gaer indicated this was the time and place for a public hearing to consider Frink Creek Sanitary Sewer, initiated by the City of West Des Moines. He asked for the date the notice was published and the City Clerk indicated the notice was published on March 13, 2015 in the Des Moines Register. Mayor Gaer asked if any written comments had been received. The City Clerk stated none had been received.

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

It was moved by Trimble, second by Trevillyan to adopt Resolution - Approval of Plans and Specifications, Motion to Receive and File Report of Bids, and Resolution - Award Contract to S.M. Hentges & Son's, Inc.

Vote 15-111: Messerschmidt, Mickelson, Trevillyan, Trimble...4 yes
Motion carried.

On Item 6(f) Mayor Gaer indicated this was the time and place for a public hearing to consider 2015 PCC Patching Program, Phase 1, initiated by the City of West Des Moines. He asked for the date the notice was published and the City Clerk indicated the notice was published on March

March 23, 2015

13, 2015 in the Des Moines Register. Mayor Gaer asked if any written comments had been received. The City Clerk stated none had been received.

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

It was moved by Trevillyan, second by Trimble to adopt Resolution - Approval of Plans and Specifications, Motion to Receive and File Report of Bids, and Resolution - Award Contract to The Concrete Co.

Vote 15-112: Messerschmidt, Mickelson, Trevillyan, Trimble...4 yes
Motion carried.

On Item 7(a) Village Cooperative, 845 South 60th Street - Subdivide Property into Two Lots, One Outlot, and One Street Lot, initiated by Real Estate Equities Development, LLC

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

Vote 15-113: Messerschmidt, Mickelson, Trevillyan, Trimble...4 yes
Motion carried.

On Item 7(b) Keller Williams Realty, 4001 Westown Parkway - Addition of New Entry on South Side of the Building and Other Site Improvements, initiated by Keller Williams

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

1. 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

March 23, 2015

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.

Vote 15-114: Messerschmidt, Mickelson, Trevillyan, Trimble...4 yes
Motion carried.

On Item 7(c) West Grand Business Park, 5950 Grand Avenue - Create One Parcel for Transfer of Ownership, initiated by M & F Investments, LLC

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

Vote 15-115: Messerschmidt, Mickelson, Trevillyan, Trimble...4 yes
Motion carried.

On Item 7(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, initiated by the City of West Des Moines and Local 3586

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

Vote 15-116: Messerschmidt, Mickelson, Trevillyan, Trimble...4 yes
Motion carried.

On Item 8(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 - Referred to Plan and Zoning Commission

On Item 8(b) Tallyn's Reach, generally located at the intersection of Cascade Avenue and South 91st Street - Amend the Tallyn's Reach Planned Unit Development (PUD) to Remove the

March 23, 2015

Minimum Age Requirement for PUD Parcel F - Jerry Bussanmas - Referred to Plan and Zoning Commission

On Item 9 - Other Matters: none

The meeting was adjourned at 6:38 p.m.

Respectfully submitted,

Ryan T. Jacobson, CMC
City Clerk

ATTEST:

Steven K. Gaer, Mayor

641
4(b)

CITY OF WEST DES MOINES
CITY COUNCIL ACTION ITEM

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

Regular Bi-Weekly Claims	04/02/2015		\$457,687.31
	Claim Listing Date		Total \$ Amount
EFT Claims	04/02/2015		\$40,194.40
	Claim Listing Date		Total \$ Amount
Control Pay	04/02/2015		\$72,867.67
	Claim Listing Date		Total \$ Amount
End of Month	03/31/2015		\$32,583.72
	Claim Listing Date		Total \$ Amount
Manual Check	04/02/2015		\$119,054.28
	Claim Listing Date		Total \$ Amount

Approved by the West Des Moines City Council this 6th day of April
2015

Tim Stiles, Finance Director

Tom Hadden, City Manager

Steven K. Gaer, Mayor

ATTEST:

Ryan Jacobson, City Clerk

Finance and Administration Committee acknowledgement of disbursement of expenditures:

Russ Trimble, Councilmember

Jim Sandager, Councilmember

John Mickelson (alternate)

BANK	VENDOR	CHECK#	DATE	AMOUNT
INAT FIRST NATIONALBANK				
29059	ABDULLAH/MUHAMMAD	178523	04/06/15	150.00
29635	ADVANCED PUBLIC SAFETY	178524	04/06/15	1,900.00
00700	AHLERS & COONEY	178525	04/06/15	6,278.00
28574	ALLIANCE CONSTRUCTION GR	178526	04/06/15	1,833.97
29481	ALVINE & ASSOCIATES, INC	178527	04/06/15	120.00
29314	AMERICAN SECURITY CORP	178528	04/06/15	1,145.00
29087	AMARDS PROGRAM SERVICES	178529	04/06/15	1,202.19
.09992	BADD	178530	04/06/15	367.00
29508	BOLTON & MENK INC	178531	04/06/15	6,034.51
29508	BOLTON & MENK INC	178532	04/06/15	247.50
22371	BONNIE'S BARRICADES	178533	04/06/15	77.00
28011	BOUND TREE MEDICAL, LLC.	178534	04/06/15	787.88
29224	BRUGH/TERRY	178535	04/06/15	100.00
27429	BROCKWAY MECHANICAL & RO	178536	04/06/15	620.04
27750	CARPHI'S ACE HARDWARE	178537	04/06/15	56.10
29669	CARDNO ATC	178538	04/06/15	1,650.00
04250	CARPENTER UNIFORM CO	178539	04/06/15	261.95
19700	CENTURYLINK	178540	04/06/15	5,107.04
05350	CLAYE POWER EQUIPMENT	178541	04/06/15	1,270.67
27403	CONTRACTOR SALES & SERVI	178542	04/06/15	401.63
.09996	COOK PLUMBING	178543	04/06/15	93.00
28328	CORPORATE CLEANING OF IO	178544	04/06/15	140.00
27442	CORY/TARRY	178545	04/06/15	150.00
.09993	CREIGHTON/BETTY	178546	04/06/15	119.00
29784	CTI OF DALLAS COUNTY	178547	04/06/15	1,578.00
06400	CUSTOM AWARDS	178548	04/06/15	136.00
27867	DE LAGE LANDEN	178549	04/06/15	4,362.60
26075	DOHERTY'S FLOWERS	178550	04/06/15	78.85
29492	DOWLING/CONNIE	178551	04/06/15	416.86
08300	EARL MAY SEED AND NURSER	178552	04/06/15	399.60
23025	EDMONDSON/JERRY	178553	04/06/15	840.00
28931	FAMILY PET VET CENTER	178554	04/06/15	90.67
27012	FASTENAL COMPANY	178555	04/06/15	387.00
.09994	GLENN MILLER	178556	04/06/15	2,548.00
.09933	GLENN/BRANDON	178557	04/06/15	2,240.00
23898	GLOCK, INC.	178558	04/06/15	526.00
10750	GRAYBAR ELECTRIC CO INC	178559	04/06/15	431.23
10800	GRAYBAR ASPHALT & PAVING	178560	04/06/15	44.92
10950	GRIMES ASPHALT & PAVING	178561	04/06/15	747.52
25728	HAHN/JENNIFER	178562	04/06/15	1,710.94
28679	HATFIELD/CARRIE	178563	04/06/15	66.00
11200	HAWK METAL PRODUCTS INC	178564	04/06/15	340.00
29559	HAWKINS/JENNIFER	178565	04/06/15	280.00
29260	HDR ENGINEERING, INC.	178566	04/06/15	38,324.40
29785	HECKMAN/BARBARA	178567	04/06/15	9,870.00
29755	HINRICHS/ABBY	178568	04/06/15	66.00
24065	HOME DEPOT CREDIT SERVIC	178569	04/06/15	40.45
25706	HOME INC.	178570	04/06/15	11,516.42

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BANK	VENDOR	CHECK#	DATE	AMOUNT
INAT FIRST NATIONALBANK				
23611	HY VEE, INC.	178571	04/06/15	42.04
29783	I WORK & PLAY-PRO LINES	178572	04/06/15	29.99
28958	IOWA DEPT OF PUBLIC HEAL	178573	04/06/15	750.00
12760	IOWA DEPT OF TRANSPORTAT	178574	04/06/15	57.60
29641	IOWA ONE CALL	178575	04/06/15	291.70
29770	J PETTECORD INC	178576	04/06/15	125.40
13300	JACOBSEN AUTO BODY	178577	04/06/15	4,945.09
29276	JENSEN/RHONDA	178578	04/06/15	66.00
.09991	JOHN E REID & ASSOCIATE	178579	04/06/15	550.00
29749	JOHNSON/BRADY	178580	04/06/15	225.00
27078	JONES/BRENT	178581	04/06/15	150.00
28301	KLAHN/RICHARD	178582	04/06/15	66.00
29378	KLOCKE'S EMERGENCY VEHIC	178583	04/06/15	32.99
29719	KRUGER/BLAKE	178584	04/06/15	75.00
23769	LACINA/WENDY	178585	04/06/15	330.00
23820	LOWE'S COMPANIES, INC.	178586	04/06/15	1,876.94
26065	MACDONALD LETTER SERVICE	178587	04/06/15	288.50
70015	MAJESTIC TRUCK SERVICE	178588	04/06/15	796.88
28412	MARTIN/JOSEPH	178589	04/06/15	125.00
14900	MENARDS	178590	04/06/15	103.01
29322	MERCEDS-BENZ OF DES MOI	178591	04/06/15	22.40
29208	MERCY WEST PHARMACY	178592	04/06/15	1,278.84
13030	MIDAMERICAN ENERGY	178593	04/06/15	30,043.45
13028	MIDAMERICAN - DM-WDM TL	178594	04/06/15	48.00
13027	MIDAMERICAN-CLIVE-WDM TL	178595	04/06/15	427.48
13029	MIDAMERICAN-WDM-WAUKEE T	178596	04/06/15	21.82
27748	MITCHELL/RANDY	178597	04/06/15	66.00
29383	NETLES VENDING	178598	04/06/15	196.00
15884	OFFICE DEPOT BUSINESS AC	178599	04/06/15	19.99
28497	OPN ARCHITECTS	178600	04/06/15	1,781.64
28438	OWENS & MINOR	178601	04/06/15	1,496.92
28970	PALMER GROUP	178602	04/06/15	1,654.80
29182	PALMER'S DELI AND MARKET	178603	04/06/15	75.00
29733	PARKER/SATONITUS	178604	04/06/15	7,000.00
29786	PAVILLON PARK LC	178605	04/06/15	645.40
27981	PHILIPS MEDICAL SYSTEMS	178606	04/06/15	2.00
16630	POLK COUNTY TREASURER	178607	04/06/15	49.89
22529	POST/BILL	178608	04/06/15	105.69
27661	PROVANTAGE LLC	178609	04/06/15	75.00
29540	RAHE/ALAN	178610	04/06/15	3,404.79
.09934	REFLECTIVE APPAREL	178611	04/06/15	99.42
23715	REGAL PLASTIC SUPPLY CO.	178612	04/06/15	1,624.25
28896	RELANT FIRE APPARATUS	178613	04/06/15	259.00
29020	RESCTE SOLUTIONS INTERNA	178614	04/06/15	4,520.00
25260	RESERVE ACCOUNT	178615	04/06/15	9,500.00
29369	RHINE GROUP FIREARMS	178616	04/06/15	115.15
.09990	RON SMITH & ASSOCIATES	178617	04/06/15	
25241	ROSS CHEMICAL	178618	04/06/15	

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CITY OF WEST DES MOINES IOWA
GL540R-V07.27 PAGE 3

BANK	VENDOR	CHECK#	DATE	AMOUNT
1MAT	FIRST NATIONALBANK			
22400	SCHILDBERG CONSTRUCTION	178619	04/06/15	9,254.82
25287	SCIESZINSKI/RICHARD	178620	04/06/15	245.00
28984	SEBESTA INC	178621	04/06/15	833.14
28984	SEBESTA INC	178622	04/06/15	4,366.00
27496	SIMMS-DAVIS/CAROL	178623	04/06/15	120.00
18292	SIMPLEX GRINNELL	178624	04/06/15	2,612.45
09995	SIMPSON/MANDY	178625	04/06/15	450.00
24711	SKOLD DOOR & FLOOR CO.	178626	04/06/15	650.00
29643	SPECIALTY GRAPHICS INC	178627	04/06/15	80.00
27422	SPRINT	178628	04/06/15	369.04
29684	SPYGLASS GROUP LLC/THE	178629	04/06/15	375.84
29657	STEMMEL/MICHAEL	178630	04/06/15	198.00
70026	STIVERS FORD	178631	04/06/15	99,396.00
28433	SWINTON/ASHLEE	178632	04/06/15	395.87
29541	SWISHER/MARK	178633	04/06/15	354.00
28440	TASC	178634	04/06/15	54.00
27761	THOMAS/CHRIS	178635	04/06/15	75.00
29288	TRIZETTO PROVIDER SOLUTI	178636	04/06/15	199.93
25814	ULTRAMAX	178637	04/06/15	2,768.00
09932	UNITED HEALTHCARE AARP	178638	04/06/15	62.44
83413	UNITED PARCEL SERVICE	178639	04/06/15	99.99
29279	UPS STORE/THE	178640	04/06/15	188.68
20250	VEENSTRA & KIMM INC	178641	04/06/15	1,898.00
20250	VEENSTRA & KIMM INC	178642	04/06/15	234.50
20250	VEENSTRA & KIMM INC	178643	04/06/15	140.00
20250	VEENSTRA & KIMM INC	178644	04/06/15	1,792.73
19725	VERIZON WIRELESS	178645	04/06/15	2,755.90
29045	VERMERE	178646	04/06/15	257.22
27790	VISION INTERNET	178647	04/06/15	14,125.50
29220	VISION SERVICE PLAN	178648	04/06/15	239.86
09935	WALDINGER CORP	178649	04/06/15	25.00
28806	WASTE CONNECTIONS, INC.	178650	04/06/15	81.00
27620	WAYNE DENNIS SUPPLY CO.	178651	04/06/15	1,668.51
20700	WEST DES MOINES COMM SCH	178652	04/06/15	42.00
25493	WILLITS/NANCY	178653	04/06/15	576.00
28185	WILSON/TONY	178654	04/06/15	100.00
26216	WINTER EQUIPMENT CO., IN	178655	04/06/15	2,770.94
24521	WOODS/DOUGLAS	178656	04/06/15	45.59
26820	YEAGER/LE MAR	178657	04/06/15	1,684.00
24777	ZIMCO SUPPLY CO.	178658	04/06/15	428.75

FIRST NATIONALBANK

457,687.31

BANK	VENDOR	CHECK#	DATE	AMOUNT
1NAT FIRST NATIONALBANK				
90068	BAUER BUTT	8525	04/06/15	3,278.84
90172	BAYLESS/RON	8526	04/06/15	125.00
90029	BROWN TRAFFIC PRODUCTS	8527	04/06/15	396.00
90035	CITY OF CLIVE	8528	04/06/15	148.29
90168	COMMUNITY HOUSING INITIA	8529	04/06/15	107.00
90042	ENTENMANN ROVIN-CO	8530	04/06/15	540.40
90158	FINESTEAD/MIKE	8531	04/06/15	6,182.73
90159	HENNING/CLAUDIA	8532	04/06/15	7,885.00
90053	IOWA COMMUNITIES	8533	04/06/15	790.76
90065	KECK INC.	8534	04/06/15	14,017.29
90148	KELTEK INC	8535	04/06/15	1,472.73
90006	MCCLORE ENGINEERING COMP	8536	04/06/15	1,015.00
90087	MIDWEST WHEEL	8537	04/06/15	128.24
90110	NAPA	8538	04/06/15	64.62
90088	NORTHLAND PRODUCTS	8539	04/06/15	3,771.00
90118	SHIELDS/CHARLES	8540	04/06/15	216.00
90128	WITTRAF/JASON	8541	04/06/15	55.50

FIRST NATIONALBANK

40,194.40

BANK	VENDOR	CHECK#	DATE	AMOUNT
INAT FIRST NATIONALBANK				
70018	ABC ELECTRICAL CONTRACTO	178488	04/06/15	4,973.49
70018	ABC ELECTRICAL CONTRACTO	178489	04/06/15	328.75
70018	ABC ELECTRICAL CONTRACTO	178490	04/06/15	65.75
70195	ACTION PRINT	178491	04/06/15	177.69
70195	ACTION PRINT	178492	04/06/15	522.02
70158	ARAMARK UNIFORM SERVICES	178493	04/06/15	848.21
70071	AUTOMATIC DOOR GROUP INC	178494	04/06/15	215.00
70017	CAPITAL SANITARY SUPPLY	178495	04/06/15	728.08
70008	COMPETITIVE EDGE	178496	04/06/15	210.37
70088	ELECTRIC PUMP	178497	04/06/15	202.20
70009	ELECTRONIC ENGINEERING	178498	04/06/15	1,143.61
70067	EXCEL MECHANICAL, INC.	178499	04/06/15	6,069.55
70039	G&L CLOTHING	178500	04/06/15	585.64
70161	GALLS LLC	178501	04/06/15	250.08
70062	HOWARD R. GREEN CO.	178502	04/06/15	19,272.96
70194	INTERFLEET INC	178503	04/06/15	1,543.81
70077	IOWA FIRE EQUIPMENT	178504	04/06/15	107.32
70178	LANGUAGE LINE SERVICES	178505	04/06/15	65.75
70015	MAJESTIC TRUCK SERVICE	178506	04/06/15	3,271.89
70078	METRO WASTE AUTHORITY	178507	04/06/15	1,610.72
70047	O'KEEFE ELEVATOR COMPANY	178508	04/06/15	1,058.34
70046	PITNEY BOWES	178509	04/06/15	345.00
70076	PRAXAIR	178510	04/06/15	380.02
70170	PRIORITY DISPATCH	178511	04/06/15	495.00
70204	PUSH PEDAL PULL	178512	04/06/15	4,987.00
70057	SNYDER & ASSOCIATES	178513	04/06/15	2,086.00
70026	SNYDER & ASSOCIATES	178514	04/06/15	9,090.50
70234	SPRAYER SPECIALTIES INC	178515	04/06/15	17.79
70089	STRYKER SALES CORPORATIO	178516	04/06/15	2,847.27
70080	STRYKER SALES CORPORATIO	178517	04/06/15	1,395.58
70013	TOMPKINS INDUSTRIES	178518	04/06/15	2,137.65
70013	TRANS IOWA EQUIPMENT CO	178519	04/06/15	2,218.71
70147	ULINE	178520	04/06/15	163.22
70051	WORLDPOINT ECC, INC.	178521	04/06/15	778.41
70002	ZOLL MEDICAL	178522	04/06/15	4,674.29
FIRST NATIONALBANK				
				72,867.67

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

BANK VENDOR

CHECK# DATE AMOUNT

1NAT FIRST NATIONALBANK

25595 COMMERCE BANK

900046 03/31/15 32,583.72

FIRST NATIONALBANK

32,583.72

FINANCIAL SYSTEM
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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

800581 03/20/15 94,270.24

FIRST NATIONALBANK

94,270.24

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BANK	VENDOR	CHECK#	DATE	AMOUNT
1NAT FIRST NATIONALBANK				
29781	FERNANDES/FRANCISO	139620	03/27/15	3,000.00
29780	BRYANT/PHILLIP	139621	03/27/15	6,229.00
FIRST NATIONALBANK				9,229.00

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CITY OF WEST DES MOINES IOWA
GL54OR-V07.27 PAGE 1

BANK	VENDOR	CHECK#	DATE	AMOUNT
INAT FIRST NATIONALBANK				
28720	STATE SAVINGS BANK	139618	03/30/15	14,955.04
FIRST NATIONALBANK				14,955.04

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CITY OF WEST DES MOINES IOWA
GI54OR-V07.27 PAGE 1

BANK	VENDOR	CHECK#	DATE	AMOUNT	
1NAT FIRST NATIONALBANK					
29779	PETTY CASH	139619	03/26/15	600.00	
FIRST NATIONALBANK				600.00	***

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

ITEM: Approval of Liquor Licenses

DATE: April 6, 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. Montelongo, Inc. d/b/a Abelardo's Mexican Food, 5525 Mills Civic Parkway, Suite 130 - Class BB Beer Permit with Sunday Sales - New
2. BL Restaurant Operations, LLC d/b/a Bar Louie, 7105 Mills Civic Parkway, Suite 150 - Class LC Liquor License with Sunday Sales and Outdoor Service - Renewal
3. The After Midnight Group VIII, LLC d/b/a Cowboy Jacks, 5513 Mills Civic Parkway - Class LC Liquor License with Sunday Sales and Outdoor Service - Renewal
4. Historic Valley Junction Foundation d/b/a Historic Valley Junction Foundation, 137 5th Street - Six-Month Class LC Liquor License with Sunday Sales and Outdoor Service - New
5. Hy-Vee, Inc. d/b/a Hy-Vee Drugstore #2, 1010 60th Street - Class LE Liquor License with Carryout Wine, Carryout Beer, and Sunday Sales - Renewal
6. Hy-Vee, Inc. d/b/a Hy-Vee Meeting Room, 1725 Jordan Creek Parkway - Transfer Location Temporarily to 1236 Jordan Creek Parkway (SpringHill Suites) - April 15-16, 2015
7. Walnut Brewery, Inc. d/b/a Rock Bottom Brewery, 4508 University Avenue - Temporary Expanded Outdoor Service Area to be added to Existing Class LC Liquor License - May 13, 2015
8. V Lounge, LLC d/b/a V Lounge, 3535 Westown Parkway - Class LC Liquor License - New
9. Carson Advertising, Inc. d/b/a Vista Pub, 7205 Vista Drive, #116 - Class LC License with Sunday Sales and Outdoor Service - 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 Extended Sound Permit
Glen Oaks Country Club
Various Outdoor Events for 2015

DATE: April 6, 2015

FINANCIAL IMPACT: None

BACKGROUND:

On June 28, 2010, the City Council approved several amendments to the Noise Control Ordinance including the provision that City Council approval is required for any sound permit issued for an event going past 10:00 P.M.

Glen Oaks Country Club has submitted a sound permit application to cover their various outdoor events during 2015, of which many are scheduled until 11:00 p.m. or midnight.

This sound permit request was forwarded to the West Des Moines Police Department for their review and they have no objections to this request. As this request is being proposed to end at midnight, City staff is forwarding this to the City Council for review and approval. Glen Oaks Country Club has been issued sound permits of this same nature since 2011.

OUTSTANDING ISSUES (if any): None

RECOMMENDATION: Motion - Approval of Extended Sound Permit Request made by Glen Oaks Country Club

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

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	
Date Reviewed	

SOUND PERMIT FEES

- ❖ 1-48 hrs event = \$22.00
- ❖ 2-7 days event = \$44.00
- ❖ Multiple events in one calendar year = \$82.50

The City Council MUST approve any sound permit request that extends past ten o'clock (10:00) P.M.

Permit. Applications received less than two (2) weeks before the event MAY NOT be processed by the City in time for the event

CITY OF WEST DES MOINES

SOUND PERMIT

*Denotes required field

For the Amplification of a Live Performance

Today's Date March 18, 2015 Fee Received: 82.50 Permit No. _____

*Applicant's Name: Glen Oaks Country Club *Phone No. 515.221.9000

*Applicant's **Complete** Address (include city/state/zip): 401 Glen Oaks Dr. West Des Moines, IA 50266

*Applicant's E-mail Address: jamie.nicolino@glenoakscc.com

Have you, the applicant, ever been cited for a violation of the West Des Moines Noise Ordinance? Y/N

If yes, explain: _____

*Property owner name: GOCC Investments LLC

*Property owner address: 401 Glen Oaks Dr. West Des Moines, IA 50266

I, the undersigned, hereby acknowledge and certify that I am the record fee title holder of the property for which this sound permit is requested, and I hereby consent to this application for a sound permit, for the amplification of a live performance, as described on this application.

Ryan G... 3/18/15
 *Property Owner Signature Date

Address of proposed activity: 401 Glen Oaks Dr. West Des Moines, IA 50266
 (If located in a City park, please include the name of the park)

*Describe proposed activity, including EVENT AND MUSIC START AND ENDING TIME(S) AND DATE(S) and number of people attending: Please see attached. Music will be provided by band/DJ for each event.

*How will the parking for this event be handled? Clubs Parking Lot

Please refer to Page 2, Paragraph J of this application form regarding wattage requirements for the proposed sound equipment as a sound permit may not be deemed necessary.

***Attach an 8½" x 11½" sketch plan of the proposed layout of the sound amplification equipment, including the orientation to and approximate distances from the adjoining properties.**

*Have the adjoining property owners/residents been notified of the event for which this permit is requested? Y/N
 If so, please list addresses notified (attach additional sheets if necessary): _____

*Describe what measures will be taken, if any, to minimize the effects of this performance on surrounding property owners. _____

Provide any additional information that pertains to this application for a Sound Permit.
 CAUSERS\NICOLINO\APPDATA\LOCAL\MICROSOFT\WINDOWS\TEMPORARY INTERNET FILES\CONTENT.OUTLOOK\NEZT6YYH\SOUND PERMIT APPLICATION AMENDED.DOC

APPLICANT'S CERTIFICATION - I hereby certify under penalty of perjury that the statements furnished including the drawing, present all information required for this application, and that the facts, statements and information presented are true and correct, and based upon my personal knowledge. I hereby acknowledge my obligation to comply with the West Des Moines Municipal Code as it pertains to this activity and to obtain any and all necessary City, County, State and Federal permits, approvals and/or clearances, if applicable. Further, I hereby certify that I have read, understand and have received a copy of the conditions for the operation of the Sound Permit, and hereby agree to comply with such conditions. I also understand that should I fail to comply with the agreed upon conditions, my permit may be immediately revoked and that all other applicable penalties, including criminal prosecution may be pursued.

Ryan Gula
*Applicant's Signature

3/18/15
Date

FOR STAFF USE ONLY

APPROVAL OF SOUND PERMIT

Approved by: _____

Date: _____

City Council Approval Date: _____

This sound permit is approved subject to the following exhibits and conditions.

Exhibits:

Conditions:

Expiration Date: _____

DENIAL OF SOUND PERMIT

Denied by: _____

Date: _____

This sound permit is denied based upon the following findings.

Findings:

Copies of this permit have been distributed to the following departments:

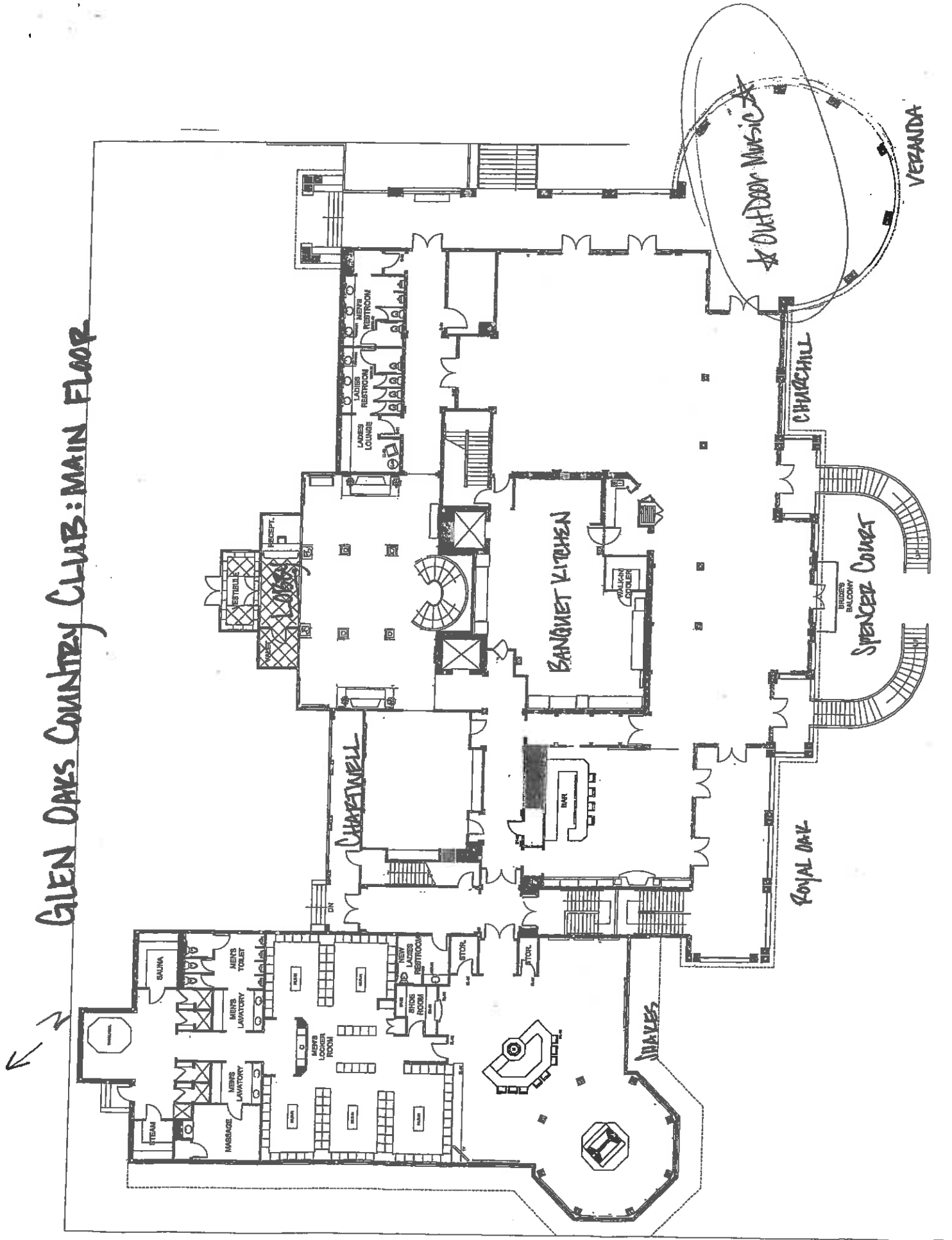
Development Services Department

Police Department

City Clerk's Office

Parks and Recreation Department

GLEN OAKS COUNTRY CLUB: MAIN FLOOR



2015 Weddings

January

April Fri - 3rd
Sat - 4th
Fri - 10th
Sat - 11th
Fri - 17th
Sat - 18th
Fri - 24th
Sat - 25th
Fri - 31st

July

Fri - 3rd
Sat - 4th
Fri - 10th
Sat - 11th
Fri - 17th
Sat - 18th
Fri - 24th
Sat - 25th
Fri - 31st

October

Fri - 2nd
Sat - 3rd
Fri - 9th
Sat - 10th
Fri - 16th
Sat - 17th
Fri - 23rd
Sat - 24th
Fri - 30th
Sat - 31st

February

May Fri - 1st
Sat - 2nd
Fri - 8th
Sat - 9th
Fri - 15th
Sat - 16th
Fri - 22nd
Sat - 23rd
Fri - 29th
Sat - 30th
Sun - 31st

August

Sat - 1st
Fri - 7th
Sat - 8th
Fri - 14th
Sat - 15th
Fri - 21st
Sat - 22nd
Fri - 28th
Sat - 29th
Sun - 30th

November

Fri - 6th
Sat - 7th
Fri - 13th
Sat - 14th
Fri - 20th
Sat - 21st
Fri - 27th
Sat - 28th

March

June Fri - 5th
Sat - 6th
Fri - 12th
Sat - 13th
Fri - 19th
Sat - 20th
Fri - 26th
Sat - 27th

September

Fri - 4th
Sat - 5th
Sun - 6th
Fri - 11th
Sat - 12th
Fri - 18th
Sat - 19th
Fri - 25th
Sat - 26th

December

Fri - 5th
Sat - 6th
Fri - 12th
Sat - 13th
Fri - 19th
Sat - 20th
Fri - 26th
Sat - 27th

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

ITEM: Approval of Extended Sound Permit
Wellman's Pub and Rooftop
Lower Patio Music

DATE: April 6, 2015

FINANCIAL IMPACT: None

BACKGROUND:

On June 28, 2010, the City Council approved several amendments to the Noise Control Ordinance including the provision that City Council approval is required for any sound permit issued for an event going past 10:00 P.M.

Wellman's Pub and Rooftop has submitted a sound permit application to cover their everyday background music played from 11:00 a.m. to 2:00 a.m. over speakers on the lower patio on their property located at 597 Market Street

This sound permit request was forwarded to the West Des Moines Police Department for their review and they have no objections to this request. As this request is being proposed to end at 2:00 a.m., City staff is forwarding this to the City Council for review and approval. Wellman's Pub and Rooftop has been issued sound permits since 2010.

OUTSTANDING ISSUES (if any): None

RECOMMENDATION: Motion - Approval of Extended Sound Permit Request made by Wellman's Pub and Rooftop

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

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	
Date Reviewed	

Permit Applications received less than two (2) weeks before the event MAY NOT be processed by the City in time for the event

CITY OF WEST DES MOINES
SOUND PERMIT
For the Amplification of a Live Performance

*Denotes required field

Today's Date 3/9/15 Fee Received: 82.50 Permit No. _____

*Applicant's Name: Wellman's Pub and Rooftop *Phone No. 222-1100

*Applicant's Complete Address (include city/state/zip): 597 Market St., WDM, IA 50266

*Applicant's E-mail Address: anniebaldwin@me.com

Have you, the applicant, ever been cited for a violation of the West Des Moines Noise Ordinance? Y N
If yes, explain: _____

*Property owner name: Market Street Investors, LLC

*Property owner address: 1601 West Lakes Pkwy, # 300, WDM, IA 50266

I, the undersigned, hereby acknowledge and certify that I am the record fee title holder of the property for which this sound permit is requested, and I hereby consent to this application for a sound permit, for the amplification of a live performance, as described on this application.

John A Schmidt 3-11-15
*Property Owner Signature Date

Address of proposed activity: 597 Market Street
(If located in a City park, please include the name of the park)

*Describe proposed activity, including EVENT AND MUSIC START AND ENDING TIME(S) AND DATE(S) and number of people attending: NOT LIVE MUSIC
Speaker wattage 28/30

everyday background music from satellite or computer
Speakers on lower patio 11am-2am Speakers on rooftop patio 11am-2am

*How will the parking for this event be handled?
Normal parking 4-12-15 - 12-31-15

Please refer to Page 2, Paragraph J of this application form regarding wattage requirements for the proposed sound equipment as a sound permit may not be deemed necessary.

*Attach an 8 1/2" x 11 1/2" sketch plan of the proposed layout of the sound amplification equipment, including the orientation to and approximate distances from the adjoining properties.

*Have the adjoining property owners/residents been notified of the event for which this permit is requested? Y/N
If so, please list addresses notified (attach additional sheets if necessary):
N/A

*Describe what measures will be taken, if any, to minimize the effects of this performance on surrounding property owners. _____

Provide any additional information that pertains to this application for a Sound Permit.
Speakers on Rooftop patio do NOT have subwoofers - reduced sound base

APPLICANT'S CERTIFICATION - I hereby certify under penalty of perjury that the statements furnished including the drawing, present all information required for this application, and that the facts, statements and information presented are true and correct, and based upon my personal knowledge. I hereby acknowledge my obligation to comply with the West Des Moines Municipal Code as it pertains to this activity and to obtain any and all necessary City, County, State and Federal permits, approvals and/or clearances, if applicable. Further, I hereby certify that I have read, understand and have received a copy of the conditions for the operation of the Sound Permit, and hereby agree to comply with such conditions. I also understand that should I fail to comply with the agreed upon conditions, my permit may be immediately revoked and that all other applicable penalties, including criminal prosecution may be pursued.

Annie Baldwin
*Applicant's Signature

3/9/15
Date

FOR STAFF USE ONLY

APPROVAL OF SOUND PERMIT

Approved by: _____

Date:

City Council Approval Date:

This sound permit is approved subject to the following exhibits and conditions.

Exhibits:

Conditions:

Expiration Date:

DENIAL OF SOUND PERMIT

Denied by: _____

Date:

This sound permit is denied based upon the following findings.

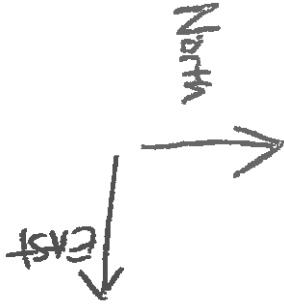
Findings:

Copies of this permit have been distributed to the following departments:

- Development Services Department
- City Clerk's Office

- Police Department
- Parks and Recreation Department

~~XXXXXXXXXX~~



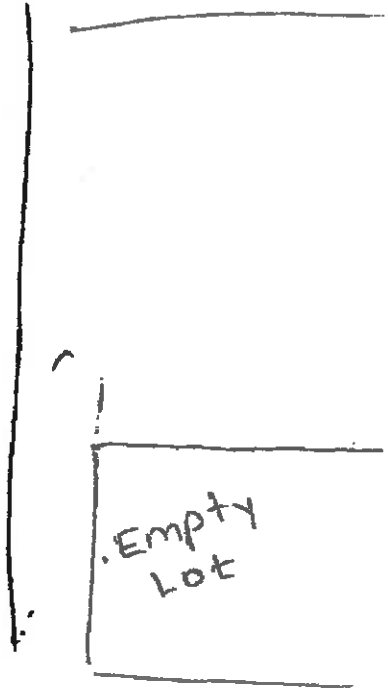
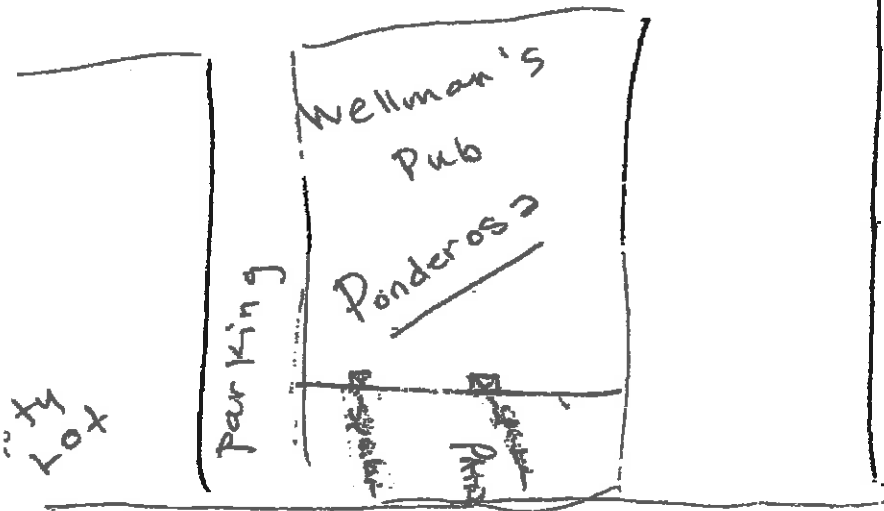
Parking

Gateway Market

Parking

Parking

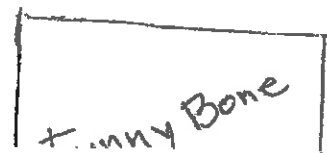
Ponderosa
offices



S. Prairie View Drive

West Glen

street



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

ITEM: Approval of Special Event Lane Closures
West Des Moines Girls Softball Parade

DATE: April 6, 2015

FINANCIAL IMPACT: None

BACKGROUND:

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

West Des Moines Girls Softball is hosting their annual parade on Saturday, April 25, 2015. The route will require the brief closure of the following arterial/collector streets:

- Valley West Drive (from Valley High School parking lot entrance to Ashworth Road)
- Ashworth Road (from Valley West Drive to Vine Street)
- Vine Street (from Ashworth Road to 9th Street)

OUTSTANDING ISSUES (if any): None

RECOMMENDATION: Motion - Approval of Request made by West Des Moines Girls Softball

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

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	
Date Reviewed	

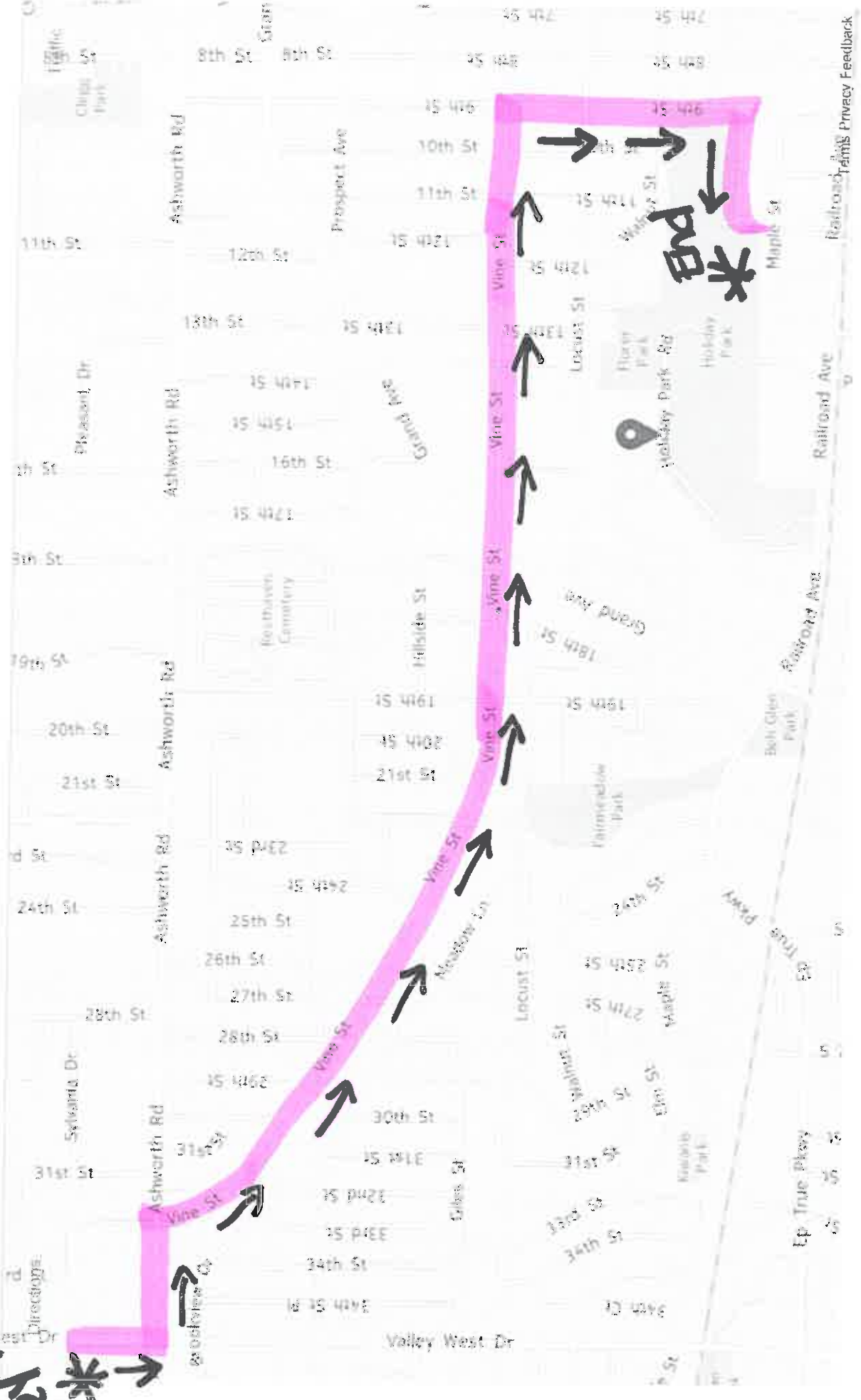
WDMGS Proposed Parade Route 2015

- Home
- Mail
- Search
- News
- Sports
- Finance
- Weather
- Games
- Answers
- Screen
- Flickr
- Mobile
- More

holiday park West Des Moines, IA United Sta

Sign In Mail

Start High School
Valley West Dr



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

ITEM: Approval of Special Event Lane Closures
Historic Valley Junction Foundation 2015 Events

DATE: April 6, 2015

FINANCIAL IMPACT: None

BACKGROUND:

Ordinance 2013 was adopted by the City Council on November 25, 2013, establishing that street or lane closures for special events on 5th Street in the Historic Valley Junction Business District shall require approval of the City Council.

Below is a list of the events planned by the Historic Valley Junction Foundation that include lane closures on 5th Street, which is classified as a minor collector street.

Sunday, April 19th	Earth Day in the Junction	5th Street (200 block)
Saturday, May 2nd	Cinco de Mayo Festival	5th Street (200 and 300 blocks)
Thursdays, May 7th through Oct. 1st	Farmers Market	5th Street (100, 200 and 300 blocks)
Sunday, May 17th	Spring Art Market	5th Street (100, 200 and 300 blocks)
Saturday, May 23rd & Sunday, May 24th	Smokin' in the Junction	5th Street (100, 200 and 300 blocks)
Sunday, June 14th	Summer Antique Jamboree	5th Street (100, 200 and 300 blocks)
Friday, July 3rd	Independence Day	5th Street (100 and 200 blocks)
Sunday, September 13th	Fall Antique Jamboree	5th Street (100, 200 and 300 blocks)
Sunday, September 20th	Fall Art & Upcycle Market	5th Street (100 and 200 blocks)
Sunday, September 27th	Henry Gregor Felsen Car Show	5th Street (100, 200, 300 and 400 blocks)

OUTSTANDING ISSUES (if any): None

RECOMMENDATION: Motion - Approval of Special Event Lane Closures

Lead Staff Member: Ryan T. Jacobson, City Clerk

RTJ

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	
Date Reviewed	

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

DATE: April 6, 2015

ITEM: Motion – Approval of Change Order #1 – 2015 Concrete Trail Renovation Project

FINANCIAL IMPACT: Additional expense of \$17,365.70 to be paid from funds in the following C.I.P. account: Misc. Trail Improvements (6996.75.840.6.7910). Funds are available to cover the change order.

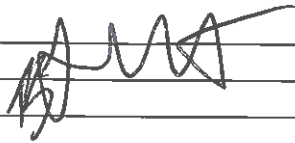

BACKGROUND: This change order is to make additional repairs to trail sections in the direct vicinity of the original project. During construction, it was discovered that further damage had occurred to certain trail sections since the annual inspection was performed last fall. The damage is determined to be caused by movement due to freezing and thawing. Since the contractor is already in the area performing repairs and funding is available, staff is proposing that these additional repairs be added as a change order. This has been the only change order on this project. The original contract amount was \$184,734.60. The new contract amount including this change order will be \$202,100.30.

OUTSTANDING ISSUES: None

RECOMMENDATION: That the Council approve the change order.

Lead Staff Member: Sally Ortgies 

STAFF REVIEWS

Department Director	
Appropriations/Finance	
Legal	
Agenda Acceptance	RTG

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split



CHANGE ORDER

PARKS AND RECREATION DEPT.
 4200 Mills Civic Parkway
 West Des Moines, IA 50265
 (515)222-3444 Fax (515)222-3459

Distribution:
 Owner City of West Des Moines
 Engineer n/a
 Contractor Iowa State Contractors, Inc.
 Other

Contractor:

Iowa State Contractors, Inc.
 26 Greenbriar Lane
 Ottumwa, IA 52501

Project Title	2015 Concrete Trail Renovation Project	
Project # / Budget Code	PR-02-2015 / 6996.75.840.6.7910	
Purchase Order Number	344 - 623	
Orig. Contract Amount & Date	\$184,734.60	3/9/15
Change Order Number	1	
Date	4/1/15	

THE CONTRACT IS CHANGED AS FOLLOWS:

Item	Description	Unit	Unit Price	Quantity Adjustment	Value Adjustment
	Additional Quantities				
1a	Concrete Removals	SF	\$1.00	2,475.50	\$2,475.50
1b	Excavation & 6" Subgrade Prep	SF	\$0.55	814.50	\$447.98
1c	6" Reinforced PCC Patch	SF	\$5.75	2,491.10	\$14,323.83
1d	Site Restoration - Sodding	SF	\$0.25	464.00	\$116.00
1e	Site Restoration - Seeding	SF	\$0.20	12.00	\$2.40
TOTAL					\$17,365.70

CHANGE ORDER SUMMARY

The Original Contract Sum was	\$184,734.60
Net Change by previously authorized Change Orders	\$0.00
The Contract Sum prior to This Change Order was	\$184,734.60
The Contract Sum will be increased by this Change Order in the amount of	\$17,365.70
The new Contract Sum including this Change Order will be	\$202,100.30
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)	9.40%
The Contract Time will be unchanged by	0 Days
The date of Final Completion as of the date of this Change Order therefore is	

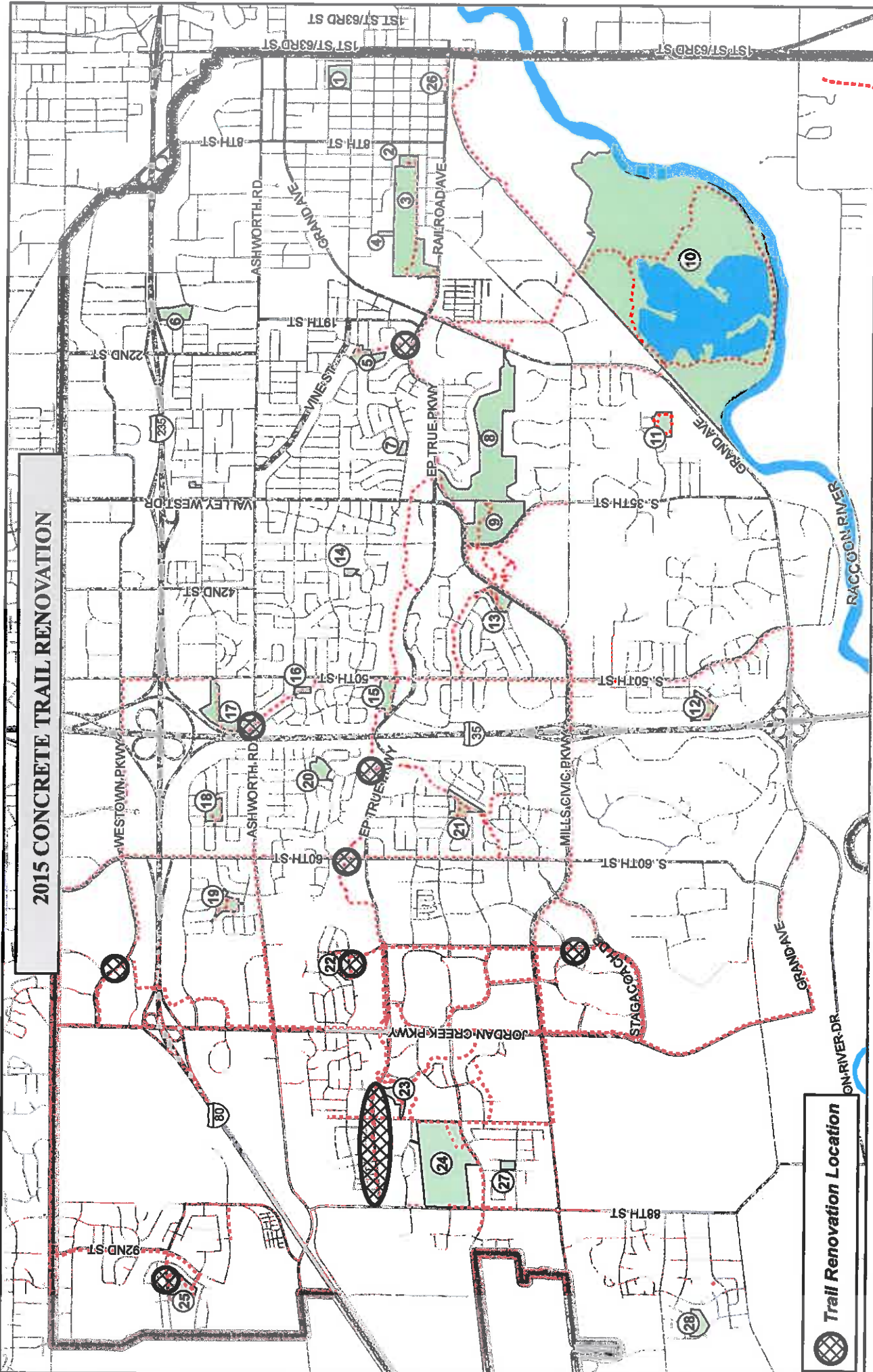
NOT VALID UNTIL SIGNED BY THE CONTRACTOR, OWNER'S REPRESENTATIVE (if applicable) AND OWNER

Submitted By: Iowa State Contractors, Inc	Recommended By: City of West Des Moines	Checked By: City of West Des Moines
Signature:	Signature: Randy Cox	Signature:
Name:	Name: Via email	Name:
Title:	Title: Eng. Tech Field	Title:
Date:	Date: 4/1/15	Date:

Owner: City of West Des Moines

<input type="checkbox"/> ≤ \$2,500 Department Director	X _____	Date _____
<input type="checkbox"/> \$2,501 to 5,000 City Manager	X _____	Date _____
<input type="checkbox"/> \$5001 to 10,000 PW Council Committee	Scheduled for agenda on:	Date _____
<input type="checkbox"/> > \$10,000 City Council	Approved or ratified on:	Date <u>4/6/15</u>

2015 CONCRETE TRAIL RENOVATION



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

Trail Renovation Location

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

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

ITEM:

DATE: April 6, 2015

Motion – Approving Change Order #12
139 6th Street – Building Renovation
Breiholz Construction Company

FINANCIAL IMPACT:

Contract Summary:

Description	Amount	Date Approved	Remarks
Construction Contract	\$ 1,371,000.00	April 21, 2014	Approved by City Council
Change Order 1	\$5,749.16	June 9, 2014	Approved by PWCC
Change Order 2	\$15,350.69	June 30, 2014	Approved by City Council
Change Order 3	\$15,130.12	July 28, 2014	Approved by City Council
Change Order 4	\$13,825.95	August 11, 2014	Approved by City Council
Change Order 5	\$1,688.26	August 21, 2014	Approved by Staff
Change Order 6	\$4,922.15	September 2, 2014	Approved by Staff
Change Order 7	\$8,171.29	September 4, 2014	Approved by PWCC
Change Order 8	\$14,124.12	September 22, 2014	Approved by City Council
Change Order 9R	\$10,091.22	October 6, 2014	Approved by City Council
Change Order 10	\$19,944.68	October 6, 2014	Approved by City Council
Change Order 11	\$21,154.41	February 23, 2015	Approved by City Council
Change Order 12	\$12,732.52	Pending	
Total	\$1,513,884.57		Construction Cost Estimate: \$1,666,917.00

Costs for these changes can be paid from budget account: 139 6th Street - Building Renovation # 7003.75.830.6.7910.

BACKGROUND:

Approval of this change order will increase the contract cost for this project by \$12,732.52. The contract time will not change, however a separate completion date has been set for the relocation of the condensers. The change order incorporates the following changes:

- Repair of the existing gas line in the building.
- Overhead, profit and bond costs omitted in error for change request 35A included in the previous change order.
- Relocation of the roof top condensers (mechanical equipment) along the south side of the building. The relocation will hide the units from public view, eliminating the need for screening and fall protection.

Costs for these change requests have been reviewed and are recommended for approval by the architect and engineer.

OUTSTANDING ISSUES: None

RECOMMENDATION:

City Council Adopt:

- Motion Approving Change Order #12 for the 139 6th Street – Building Renovation project.

Lead Staff Member: Linda Schemmel, AIA *LS*

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	N/A
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Works		
Date Reviewed	March 30, 2015		
Recommendation	Yes	No	Split



CITY OF WEST DES MOINES

Development Services
 4200 Mills Civic Pkwy., PO Box 65320
 West Des Moines, IA 50265-0320
 (515) 222-3620 Fax (515) 273-0602

CHANGE ORDER 12

Distribution:
 Owner X
 Architect X
 Contractor X
 Other

Contractor: Brelholz Construction Company
1527 Maine Street
Des Moines, Iowa 50314

Project Title	139 6th Street – Building Renovation	
WDM Project File Number	0510-049-2013	
Purchase Order Number	7003-DS-02	
Orig. Contract Amount & Date	\$1,371,000.00	April 21, 2014
Change Order Number	12	
Date	March 30, 2015	

THE CONTRACT IS CHANGED AS INDICATED IN ATTACHED CHANGE REQUESTS:

Item	Description	Unit	Unit Price	Quantity Adjustment	Value Adjustment
CR 34	Gas line repair	LS	\$1,724.06	1.00	\$1,724.06
CR 35 A	Overhead, profit and bond cost on Paint and varnish for existing window frames (omitted in error from Change Order 11)	LS	\$331.75	1.00	\$331.75
CR 42	Relocate roof mounted condensor units (CU-5 & CU-6) <small>Note: Change requested after contract completion date. Completion date for this request: April 30, 2015</small>	LS	\$10,676.71	1.00	\$10,676.71
TOTAL					\$12,732.52

CHANGE ORDER SUMMARY

The Original Contract Sum (base bid & alternate 1) was	\$1,371,000.00
Net Change by previously authorized Change Orders	\$130,152.05
The Contract Sum prior to This Change Order was	\$1,501,152.05
The Contract Sum will be increased by this Change Order in the amount of	\$12,732.52
The new Contract Sum including this Change Order will be	\$1,513,884.57
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)	10.42%
The Contract Time will be unchanged:	0 days
The date of Final Completion as of the date of this Change Order therefore is	October 25, 2014

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

Contractor: Brelholz Construction	Recommended By: OPN Architects	Checked By: City of West Des Moines
Signature: _____	Signature: _____	Signature:
Name: _____	Name: _____	Name: Linda Schemmel
Title: _____	Title: _____	Title: Planner
Date: _____	Date: _____	Date: 3/30/2015

Owner: City of West Des Moines

<input checked="" type="checkbox"/> ≤	\$2,500 Department Director	X	Date: 4-2-15
<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: 3/30/2015
<input type="checkbox"/> >	\$10,000 City Council approved or ratified at Council meeting on _____		Date: 4/6/2015



139 6th Street Location Map

0 15 30 60 90 120
Feet



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

ITEM:

DATE: April 6, 2015

Motion – Approving Amendment #1 - Professional Services Agreement
Fire/EMS Station 17 HVAC Improvements
Resource Consulting Engineers, LLC

FINANCIAL IMPACT:

The original professional services agreement for the HVAC system improvements for this building was approved by City Council on December 1, 2014. Basic services included in the original agreement was \$24,000.00 and the resident services portion of the agreement was \$8,000.00. Amendment #1 will increase the basic services by \$5,600.00 for a not to exceed total of \$29,600.00 and the resident services will increase by \$600.00 for a not to exceed total of \$8,600.00. Costs for these services can be paid from budgeted account number 3009.75.810.6.7920 (Fire/EMS Station 17 HVAC Improvements).

BACKGROUND:

The HVAC equipment at Fire/EMS Station 17 is 22 years old, has exceeded its useful life and requires replacement. As part of the evaluation of the system options reviewed in the design phase for this project, a geo-thermal system was identified as system option that would serve the building’s heating and cooling needs, provide the best energy efficiency in operation and lowest long term replacement cost. Based on the information provided on the systems reviewed, the Public Works Council Subcommittee recommends pursuing the geo-thermal system. Geo-thermal well installation does require a Phase 1 Environmental Assessment and Site Plan to document the well field location. Approval of this action authorizes Resource Consulting Engineers to provide the additional environmental and site plan services for the project.

OUTSTANDING ISSUES: None

RECOMMENDATION:

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

Lead Staff Member: Linda Schemmel, AIA, Planner

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

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

Amendment to Agreement for Professional Consulting Services



RESOURCE
CONSULTING
ENGINEERS LLC

Amendment Number: 01

In accordance with the Agreement dated December 1st, 2014, for the Fire-EMS Station 17 HVAC Improvements Project

Between the Owner:
City of West Des Moines
4200 Mills Civic Parkway
West Des Moines, IA 50265-0320

and the Consultant:
Resource Consulting Engineers, LLC
3116 South Duff Avenue
Suite 201
Ames, IA 50010

Authorization is requested to proceed with Additional Services as follows:

Additional Services for scope of work associated with Civil and Environmental Engineering and Assessment services related to the inclusion of a ground-source heat exchange (geothermal) system to serve the facility. These services shall include the completion of a Phase I Environmental Assessment, a site survey, and the development of site plans for bidding purposes. As per original Agreement, Additional Services shall be billed on a Not-To-Exceed basis.

Compensation:

Additional Services 01 – This Amendment:

Additional Basic Services of the Consultant: \$5,600
Additional Resident Consultant Services: \$600
Revised Total for Basic Services of the Consultant: \$29,600
Revised Total for Resident Consultant Services: \$8,600

Submitted By:

(Signature)

Corey B. Metzger, PE
Principal

(Printed Name and Title)

03/26/2015

(Date)

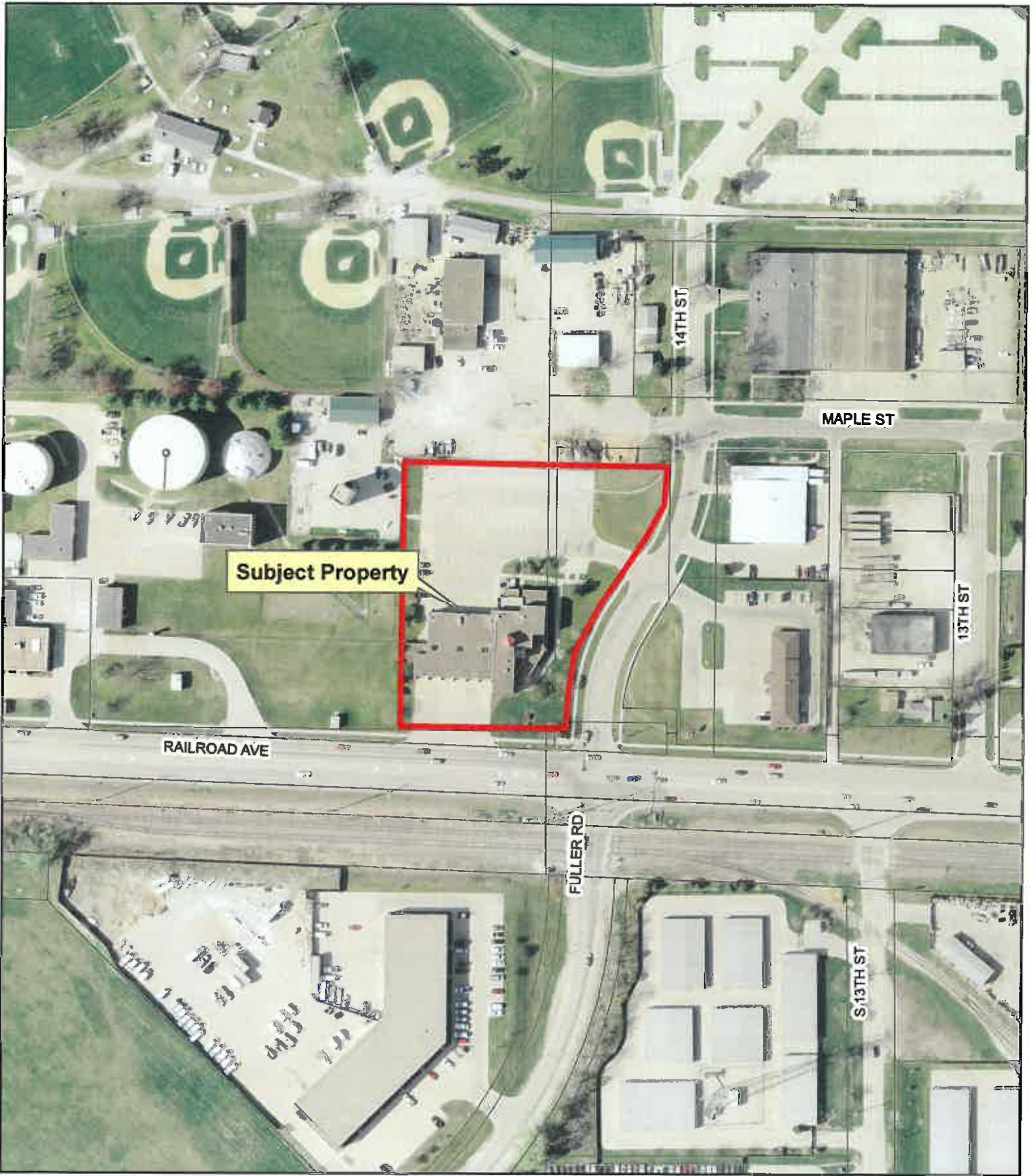
Agreed to:

(Signature)

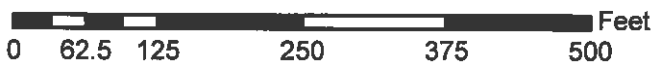
Ryan T. Jacobson
City Clerk

(Printed Name and Title)

(Date)



Location Map Fire/EMS Station 17



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

DATE: April 6, 2015

ITEM: Motion – Approval of Grant Contract – Iowa Department of Agriculture and Land Stewardship (IDALS) Water Quality Initiative Grant – City/School Campus Pond Watershed Improvements


FINANCIAL IMPACT: Grant revenue of \$33,000 with a City match of \$35,535 that includes \$2,765 in in-kind services provided by City staff.

BACKGROUND: The City has received an IDALS Water Quality Initiative grant in the amount of \$33,000 for the City/School Campus Pond Watershed Improvements project. Implementation of the first component of the project, native plantings on the slope to the southeast of the pond, will begin in late April.

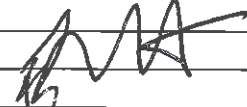

Council approval of the attached grant contract is a requirement of the grant.

OUTSTANDING ISSUES: None. The application for the grant was approved by Council on February 9, 2015.

RECOMMENDATION: That the Council approve the IDALS Water Quality Initiative grant contract.

Lead Staff Member: Sally Ortgies 

STAFF REVIEWS

Department Director	
Appropriations/Finance	
Legal	
Agenda Acceptance	RTG

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	N/A		
Date Reviewed			
Recommendation	Yes	No	Split

**WATER QUALITY INITIATIVE
Urban Conservation Demonstration Projects**

CONTRACT NUMBER:	Urban15WQI-008
Project Name:	West Des Moines City/School Campus Pond Watershed Improvements
Contract Effective Date:	April 15, 2015
Project Completion Date:	June 30, 2016
Award Amount:	\$33,000.00

COST-SHARE GRANT CONTRACT ("Contract")

BETWEEN IOWA DEPARTMENT OF AGRICULTURE AND LAND STEWARDSHIP
(IDALS)
Wallace State Office Building
502 East 9th St.
Des Moines, Iowa 50319

IDALS Contact Person: Matt Lechtenberg Phone: (515) 281-5851

AND CITY OF WEST DES MOINES ("GRANTEE")
PO Box 65320
West Des Moines, IA 50265

Grantee Contact Person: Tom Hadden Phone: (515) 222-3447

Grantee ID Number: (federal identification #) : _____

WHEREAS, pursuant to Iowa Code section 455B.42, the Water Quality Initiative Program was established in order to assess and reduce nutrients in the state's watersheds, including subwatersheds and regional watersheds, with the goal of establishing and administering projects to reduce nutrients in surface waters from nonpoint sources in a scientific, reasonable, and cost-effective manner; and,

WHEREAS, Grantee has submitted an application to the Iowa Department of Agriculture and Land Stewardship requesting assistance to help finance such a project; and,

WHEREAS, IDALS has determined Grantee's proposed project meets the requirements established for participation in the Water Quality Initiative Program.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and contracts contained herein, IDALS and Grantee agree as follows:

SECTION 1. PROJECT

“*Project*” means the detailed description of the work, services, budget and other obligations to be performed or accomplished by the Grantee as described in its Water Quality Initiative Program Application, as approved by IDALS and incorporated as Exhibit A to this Contract.

SECTION 2. PROJECT COMPLETION DEADLINE

The Project must be completed no later than **June 30, 2016**. An extension may be granted by IDALS, through an amendment, if a written request showing demonstrable progress toward completion of the Project is submitted and IDALS determines such an extension is warranted. Any extension request submitted by the Grantee must be received by IDALS **no later than 30 days** prior to expiration of this agreement.

SECTION 3. DURATION OF COST-SHARE GRANT CONTRACT

3.1 This Contract shall become effective on the Contract Effective Date and shall remain in effect as follows:

- a) *Through Project Period Completion Date.* Through the Project Period Completion Date and for the period of time after Project Completion Date during which IDALS, or its designee, conducts Project closeout procedures to verify that the Project has been completed in compliance with the Contract.
- b) *Until Repayment or Satisfaction of Outstanding Obligation.* Until all outstanding amounts due to IDALS, if any, are received by IDALS, or all outstanding obligations to IDALS are satisfied in full.
- c) *Through Contract End Date.* Until IDALS, or its designee, has completed Contract closeout procedures and provided Grantee with written Notice of Final Contract Closeout. This Contract shall terminate as of the date stated in the written Notice of Final Contract Closeout; such date shall be the Contract End Date.

3.2 SURVIVAL OF OBLIGATIONS. Section 3.1 shall not abrogate or otherwise effect the obligations, terms, and conditions that survive beyond the Contract End Date, including but not limited to the following sections of this Contract: Section 4.4 (Accounting Records), Section 4.5 (Documentation), and Section 4.6 (Conveyance of Project Property).

SECTION 4. TERMS OF CONTRACT

4.1 GRANT. IDALS shall provide a Grant to Grantee up to the Award Amount stated on page 1 of this Contract in order to assist in financing the Project, subject to Iowa Code chapter 466B, IDALS administrative rules (located at 27 Iowa Admin. Code chapter 16), and the terms and conditions of this Contract. A copy of Grantee's Application describing the Project is an integral part of this Contract and is marked as Exhibit A and hereby incorporated herein.

4.2 MAXIMUM PAYMENTS. It is expressly understood and agreed that the maximum amounts to be paid to the Grantee by IDALS for Project activities shall conform to the budget as

presented in Contract Exhibit B - Project Description and Budget. It is further understood and agreed that the total of all payments to the Grantee by IDALS for Project activities shall not exceed the Award Amount unless modified by written amendment of this Contract.

4.3 USE OF FUNDS. The Grantee hereby agrees to construct and operate the Project as described in its Application Exhibit A, as approved by IDALS, and Exhibit B, Project Description and Budget. Grantee shall maintain the Project in accordance with the representations in Exhibits A and B during the term of this Contract. Grantee shall allow IDALS, its internal or external auditors, the Auditor of the State of Iowa, the Treasurer of the State of Iowa, the Attorney General of the State of Iowa, and the Iowa Division of Criminal Investigation, to inspect the Project facilities at all reasonable times in order to monitor and evaluate performance with the terms of this Contract and Iowa law.

4.4 ACCOUNTING RECORDS. Grantee shall maintain its books, records and all other evidence pertaining to this Contract in accordance with generally accepted accounting principles and such other procedures as may be specified by IDALS. These records shall be available to IDALS, its internal or external auditors, the Auditor of the State of Iowa, the Treasurer of the State of Iowa, the Attorney General of the State of Iowa, and the Iowa Division of Criminal Investigation, at all times during the duration of this Contract and any extension thereof, and for three (3) full years following the Contract End Date.

4.5 DOCUMENTATION. Within 10 days of receipt of a written request from IDALS, Grantee shall deliver to IDALS: (i) copies of all contracts or documents relating to the Project; (ii) copies of all invoices, receipts, statements or vouchers relating to the Project; (iii) a list of all unpaid bills in connection with the Project; and, (iv) budgets and revisions showing estimated Project costs and funds required at any given time to complete and pay for the Project. Grantee shall be bound by this requirement from the Effective Date to a date three (3) full years following the Contract End Date.

4.6 CONVEYANCE OF PROJECT PROPERTY. Between the Effective Date and a date three (3) full years following the Contract End Date, Grantee shall not sell, transfer, convey, assign, encumber or otherwise dispose of any portion of the Project property as described in Exhibit A without express written permission of IDALS, which permission may be withheld in the sole discretion of IDALS.

4.7 INDEPENDENT CONTRACTOR. Grantee's status shall be that of an independent contractor. Neither the contractor, its employees, agents, or any subcontractors performing work or services for the contractor are, or shall be deemed to be, employees or agents of the State of Iowa, and shall not be considered employees of IDALS or the State of Iowa for federal or state tax purposes. IDALS shall not withhold taxes on behalf of the contractor unless required to do so by law.

4.8 USE OF THIRD PARTIES. IDALS acknowledges that Grantee may contract with third parties for the performance of any of the Grantee's obligations under this Contract. All subcontracts shall be subject to prior approval by IDALS. Grantee may enter into such contracts to complete the Project provided that Grantee remains responsible for all services performed under this Contract. All restrictions, obligations and responsibilities of the Grantee under this Contract shall apply to any subcontractors retained by Grantee. IDALS shall have the right to request the removal of any subcontractor from the Project for good cause. Subcontracts shall be submitted to IDALS for

approval before entry into force and effect.

4.9 AWARD AMOUNT, TYPE. This is a cost-share grant award in the amount of \$33,000.

4.10 USE OF LOGOS AND SIGNAGE. The Grantee will be required to include the CleanwaterIowa.org and the IDALS logo in any marketing and outreach materials developed in conjunction with the project and funded either with grant proceeds or with matching funds.

4.11 STANDARDS AND SPECIFICATIONS. The practices installed shall comply with Iowa Stormwater Management Manual (ISWMM) standards and specifications. Practice plans and designs must also be approved by an Urban Conservationist assigned by IDALS to assist the Grantee with implementation of the project.

4.12 PROJECT REPORTING AND TRAINING REQUIREMENTS. A representative of the Grantee will be required to attend any IDALS identified training events and/or meetings. IDALS will provide sufficient notification of required training sessions.

In addition, the Grantee is required to submit progress reports periodically during the project to document activities and progress in conformance with printed report guidance provided by IDALS.

Any failure by a grantee to meet established deadlines for submission of progress reports will result in immediate suspension of all disbursement of funds to the Grantee, including advance requests and all reimbursements. This suspension will continue until receipt by IDALS of all outstanding reports associated with this Contract.

Specifically, Grantee is required to:

- a) Provide IDALS with quarterly progress reports within fifteen (15) days after the end of each quarterly reporting period.
- b) Provide IDALS with an annual report within thirty (30) days after the end of the conclusion of the project year.
- c) Provide a comprehensive final report in conformance with the printed report guidance provided by IDALS, within 60 days of conclusion of the project.

SECTION 5. RELEASE AND DISBURSEMENT OF FUNDS

5.1 CONDITIONS FOR RELEASE OF FUNDS. No funds shall be released for disbursement until this Contract has been executed and the Grantee has properly completed each of the following items:

- a) Attendance by at least one representative of the applicant at program orientation offered by IDALS staff.
- b) Completion and submission of form "W-9, Request for Taxpayer Identification Number and Certification."
- c) Evidence, acceptable to IDALS or its designee, that acceptable accounting policies and procedures are in place within 90 days of contract execution by all parties.

5.2 REQUESTS FOR DISBURSEMENT. All disbursements of proceeds shall be subject to

receipt by IDALS of requests for disbursement submitted by Grantee. Requests for disbursement shall be in a form and content acceptable to IDALS.

Grantee or its designee shall request disbursement by submitting to IDALS or its designee the request form provided by IDALS (as the same may be modified from time to time by IDALS), which request form shall itemize Grantee's total allowable expenses, if any. Expenses shall be documented in a manner acceptable to IDALS or its designee.

IDALS or its designee shall review the request and, if acceptable to IDALS or its designee, make the appropriate disbursement from the *Water Quality Initiative* Fund.

The disbursement authorized by IDALS or its designee will be limited to the expected allowable expenses for the relevant period, minus any unencumbered funds from the prior period. Major budget category Practice Costs may deviate by ten (10) percent by line item without prior approval of the Division, but total expenditures may not exceed the total budget amount provided in the project contract.

5.3 SUSPENSION OF DISBURSEMENT. Upon the occurrence of an Event of Default (as defined in this Contract) by Grantee, IDALS or its designee may suspend payments to Grantee until such time as the default has been cured to IDALS' satisfaction. Notwithstanding anything to the contrary in this Contract, upon a termination of this Contract on account of an Event of Default by the Grantee, Grantee shall no longer have the right to receive any disbursements after the date of the Event of Default.

5.4 INVESTMENT OF GRANT FUNDS. In the event grant funds are not immediately utilized, temporarily idle grant funds held by Grantee may be invested, provided such investments shall be in accordance with State law, including but not limited to the provisions of Iowa Code chapter 12C concerning the deposit of public funds. Interest accrued on temporarily idle grant funds held by the Grantee shall be credited to and expended on the Project prior to the expenditure of other grant proceeds.

All proceeds remaining, including accrued interest, after all allowable Project costs have been paid or obligated shall be returned to IDALS within thirty (30) days following the Project Completion Date. Within ten (10) days of receipt of a written request from IDALS, Grantee shall inform IDALS in writing of the amount of unexpended grant funds in Grantee's possession or under the Grantee's control, whether in the form of cash on hand, investments, or otherwise.

5.5 USE OF GRANT FUNDS FOR EQUIPMENT AND NON-CONSUMABLE SUPPLIES. The use of grant funds through this agreement is permitted for the purchase of equipment and non-consumable supplies, subject to all of the following conditions:

- a) All purchases for which reimbursement will be requested must be approved by IDALS prior to any expense being incurred by Grantee. Failure to adhere to this condition will result in forfeiture of all claims for reimbursement for the item(s) in question.
- b) In no instance will the reimbursement rate for an item purchased in this category exceed fifty percent (50%) of the documented cost of the item. Furthermore, no other source of state funding may be used to provide the non-IDALS share of expense for the item.
- c) If at any point prior to completion of the project, a piece of equipment or non-consumable supply item is sold, liquidated, or transferred for use outside of the project, full and

immediate repayment of grant proceeds used to purchase the item by the Grantee to IDALS will be required.

- d) Recurring expenses associated with operation and maintenance of such equipment shall be the sole responsibility of the Grantee.

SECTION 6. REPRESENTATIONS AND WARRANTIES

Grantee represents and warrants to IDALS as follows:

6.1 Grantee is duly organized, validly existing and in good standing as a recognized legal entity under Iowa law. Grantee has full and adequate power to own its property and conduct its business as now conducted, and is duly licensed or qualified and in good standing in each jurisdiction in which the nature of the business conducted by it or the nature of the property owned or leased by it requires such licensing or qualifying;

6.2 Grantee has full right and authority to enter into this Contract and the person signing this Contract on behalf of Grantee has full authority to do so;

6.3 Grantee hereby agrees to use Award proceeds only for the Project and the activities described in the approved Water Quality Initiative Application;

6.4 The Application furnished to IDALS by Grantee does not contain any untrue statements of a material fact or omit a material fact;

6.5 Grantee has received all licenses, permits, and approvals of all Federal, state, local, and foreign governmental authorities, if any, necessary to conduct its businesses; no investigation or proceeding which, if adversely determined, could reasonably be expected to result in revocation or denial of any material license, permit, or approval is pending or, to the knowledge of the Grantee threatened.

6.6 Grantee shall complete the Project by the Project Completion Date.

6.7 All financial statements and related materials concerning the Grantee and the Project provided to IDALS are true and correct in all material respects and completely and accurately represent the subject matter thereof as of the Effective Date of the statements and related materials, and no material adverse change has occurred since that date.

SECTION 7. DEFAULT

7.1 EVENTS OF DEFAULT. The occurrence of any one or more of the following events shall constitute cause for IDALS to declare Grantee in default of its obligations under this Contract: (i) a failure of Grantee to complete the Project by the Project Completion Date; (ii) a breach of any other term of this Contract.

7.2 NOTICE OF DEFAULT, REMEDIES. When IDALS determines that an Event of Default has occurred and is continuing, IDALS may, by written notice to Grantee: (i) terminate this Grant Contract and all obligations of IDALS under the Contract as of the date stated in such notice, and (ii) declare the full amount of Award funds, disbursed, plus penalty described in 6.3, immediately due and payable. Grantee agrees to pay to IDALS all expenses reasonably incurred or paid by IDALS, including reasonable attorneys' fees and court costs, in connection with the enforcement of any of the terms of this Grant Contract.

7.3 REPAYMENT OR PENALTY. Upon the happening of any Event of Default, IDALS reserves the right to terminate this Contract and to require immediate repayment of the full amount of funds disbursed to Grantee under this Contract.

SECTION 8. TERMINATION

8.1 TERMINATION UPON NOTICE. Following ten (10) days' written notice, IDALS may terminate this contract in whole or in part without payment of any penalty or the incurring of any further obligation to the Grantee. Following termination upon notice, Grantee shall be entitled to compensation, upon submission of invoices and proper proof of claim, for services provided under this Contract to IDALS up to and including the date of termination.

8.2 NON-APPROPRIATION. Notwithstanding anything in this contract to the contrary, and subject to the limitations, conditions and procedures set forth below, IDALS shall have the right to terminate this contract without penalty by giving thirty (30) days written notice to the Grantee as a result of any of the following: (1) the legislature or governor fail to appropriate funds sufficient to allow IDALS to operate as required and to fulfill its obligations under this contract; (2) if funds are de-appropriated or not allocated; (3) if IDALS' authorization to operate is withdrawn or there is a material alteration in the programs administered by IDALS; and (4) if IDALS' duties are substantially modified. In the event of termination of this Contract due to non-appropriation, the exclusive, sole, and complete remedy of the Grantee shall be payment for services completed prior to termination.

8.3 REMEDIES OF THE GRANTEE IN EVENT OF TERMINATION BY IDALS. In the event of termination of this Contract for any reason by IDALS, IDALS shall pay only those amounts, if any, due and owing to the Grantee for services actually rendered up to and including the date of termination of the Contract and for which IDALS is obligated to pay pursuant to this Contract. Payment will be made only upon submission of invoices and proper proof of the Grantee's claim. This provision in no way limits the remedies available to IDALS under this Contract in the event of termination.

8.4 THE GRANTEE'S TERMINATION DUTIES. The Grantee, upon receipt of notice of termination or upon request of IDALS, shall:

8.4.1 Cease work under this Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting therefrom, any other matters IDALS may require.

8.4.2 Comply with the IDALS's instructions for the timely transfer of any active files and work product produced by the Grantee under this Contract.

8.4.3 Immediately return to IDALS any payments made by IDALS for services that were not rendered by Grantee.

SECTION 9. CONFLICT OF INTEREST

Grantee represents, warrants, and covenants that no relationship exists or will exist during the

Contract period between IDALS and Grantee that is a conflict of interest. No employee, officer or agent of Grantee shall participate in the selection or the award or administration of a subcontract if a conflict of interest, real or apparent, exists. The provisions of Iowa Code Ch. 68B shall apply to this Contract. If a conflict of interest is proven to IDALS, IDALS may terminate this Contract, and Grantee shall be liable for any excess costs to IDALS as a result of the conflict of interest. Grantee shall establish safeguards to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by the desire for private gain for themselves or others with whom they have family, business, or other ties. Grantee shall report any potential, real, or apparent conflict of interest to IDALS.

SECTION 10. INDEMNIFICATION

Grantee shall jointly and severally defend, indemnify and hold IDALS, its successors and assigns, harmless from and against any liability, loss, damage or expense, including reasonable counsel fees, which IDALS may incur or sustain by reason of: (a) the failure of Grantee to fully perform and comply with the terms and obligations of this Contract; (b) Grantee's performance or attempted performance of this Contract; (c) Grantee's activities with subgrantees and third parties.

SECTION 11. CONTRACT ADMINISTRATION

11.1 NONASSIGNMENT. This Contract may not be assigned without prior written consent of IDALS.

11.2 AMENDMENTS. No change, modification, or termination of any of the terms, provisions or conditions of this Grant Contract shall be effective unless made in writing and signed by both parties.

11.3 COMPLIANCE WITH LAWS AND REGULATIONS. Grantee shall comply with all applicable State and federal laws, rules, ordinances, regulations and orders, including those governing procurement. Grantee declares that it has complied with all federal, state, and local laws regarding business permits and licenses that may be required to carry out the work to be performed under this Contract.

11.4 ACCESS TO RECORDS. Grantee shall permit IDALS or its representatives and the State Auditor to access and examine, audit, excerpt and transcribe any pertinent books, documents, papers and records of Grantee relating to orders, invoices, or payments, or any other documentation or materials pertaining to this Contract. All records of Grantee relating to this Contract shall be retained for a period of three (3) years following the date of final payment or completion of any required audit, whichever is later.

11.5 AUDITS. IDALS reserves the right to require an audit of the Grantee's approved project and related activities at any time, during or after completion of the project. Any expenses pertaining to the project as a result of the audit will be an allowable expense under this Contract and will follow normal disbursement procedures.

11.6 UNALLOWABLE COSTS. If IDALS determines at any time, whether through monitoring, audit, closeout procedures or other means that Grantee has received Grant funds or requested disbursement for costs which are unallowable under the terms of this Contract, Grantee

shall immediately repay to IDALS any and all unallowable costs.

11.7 SURVIVAL OF CONTRACT. If any portion of this Contract is held to be invalid or unenforceable, the remainder shall be valid and enforceable.

11.8 GOVERNING LAW. This Contract shall be interpreted in accordance with the law of the State of Iowa, and any action relating to the Contract shall only be commenced in the Iowa District Court for Polk County or the United States District Court for the Southern District of Iowa.

11.9 INTEGRATION. This Contract contains the entire understanding between Grantee and IDALS relating to this Project and any representations that may have been made before or after the signing of this Contract, which are not contained herein, are nonbinding, void and of no effect. Neither of the parties has relied on any such prior representation in entering into this Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed as of the latest date stated below.

FOR GRANTEE:

City of West Des Moines
Applicant Entity

Signature

Print Name/Title

____ / ____ / ____
Date

FOR IDALS:

Michael L. Naig, Deputy Secretary of Agriculture

____ / ____ / ____
Date

Iowa Department of Agriculture & Land Stewardship

**WATER QUALITY INITIATIVE
TARGETED DEMONSTRATION WATERSHED PROJECTS
APPLICATION FOR FUNDING ASSISTANCE**

Project Title: West Des Moines City / School Campus Pond Watershed Improvements

Applicant Entity: City of West Des Moines

Contact Person: Sally Ortgies, Superintendent of Parks

Address: P.O. Box 65320, West Des Moines, IA 50265

Phone: 515-222-3447

E-mail: sally.ortgies@wdm.iowa.gov

**Authorizing
Signature:**



Tom Hadden, City Manager

Date:

2-23-15

Surface Water: Primary - City / School Campus Pond (4200 Mills Civic Parkway, West Des Moines)
Secondary - Jordan Creek (West Des Moines)
Tertiary - Raccoon River (West Des Moines)

The City/School Campus Pond is located within property owned by the City of West Des Moines and the West Des Moines Community School District and is part of the North Raccoon watershed. The pond's primary purpose is for stormwater control serving as a detention area. Besides this, it provides for recreation such as fishing and the occasional triathlon swim event. The pond is used by teachers and students from two adjacent schools – Southwoods 9th Grade School and Jordan Creek Elementary School – for a variety of hands-on science activities. The Walnut Creek Alternative High School even holds their annual Cardboard Boat Regatta on the pond at the start of every school year. It is also the site for the City's annual temporary art display along the .5 mile long trail around the pond's perimeter. In addition to these tangible uses, the pond is aesthetically pleasing and an important focal point for the City/School Campus. It provides an important and highly visible gathering place for the citizens of West Des Moines.



Project Partners:

City of West Des Moines (property owner/manager/user)

- City Manager’s Office
- Parks & Recreation Department
- Public Works Department
- Engineering Department
- Library

West Des Moines Community School District (property owner/manager/user)

- Learning Resource Center
- Valley Southwoods Freshman School
- Jordan Creek Elementary School

Department of Natural Resources (pond/fishery improvement)

Polk Soil & Water Conservation District (technical assistance/public outreach)

Watershed Property Owners

- Single-Family/Townhome Residents
- Apartment Dwellers/Owners
- Valley Evangelical Free Church & West Des Moines Christian Church
- Commercial Property Owners

Budget Summary:

	IDALS Request	Partner Contributions	Landowner Contributions	Total Budget
4/15/15-6/30/15	\$5,885	\$8,650	\$0	\$14,535
7/1/15-6/30/16	\$27,115	\$28,885	\$0	\$56,000
Overall	\$33,000	\$37,535	\$0	\$70,535

Proposal Narrative:

Primary Components/Practices & Benefits

The proposed project is the first phase of a multi-phase project to make improvements to the City/School Campus pond watershed with the ultimate goal of better water quality and an improved urban fishery. This phase includes two components as follows:

1. Native Plantings – There are currently 11 acres of City property on a slope to the southeast of the pond that will be planted in a combination of dry/mesic and mesic prairie native to Central Iowa. The seed mixes being used are diverse with several grasses and a large variety of showy native forbs. Vegetation in this area currently consists of a mix of brome and turfgrass. All work will be performed by City staff with training and experience in the establishment of prairie. Planning has begun for this project, and if grant funding is received, the City will hire a consultant immediately to prepare a Stormwater Prevention Plan (SWPP). Erosion control measures will be implemented and planting will occur in May of 2015. The total estimated cost of this component is \$14,535. The cost is detailed below:

Item	Cost
In-kind Labor (initial mowing, roundup application, cultivation, leveling, and seeding by City)	\$2,930
Soil Erosion Prevention (SWPP, erosion control measures, monitoring by contractor)	\$6,600
Native Seed	\$5,005
Total	\$14,535

By converting this 11 acres to prairie, the soil will be improved, there will be increased infiltration of rainwater, and runoff into the pond and siltation will be decreased. Other benefits include increased aesthetics, improved wildlife habitat, less frequent mowing, lower fertilizer and herbicide use, and educational opportunities for the public and students at the two adjacent schools.

2. **Soil Quality Restoration** – The soil around the City facilities on the City/School Campus is highly compacted with a large clay content. City staff has observed that during rain events stormwater runs off from turf areas directly into the pond. Water also tends to collect in low areas and can take days to disappear. The proposed project includes upgrading the soil over an area approximately 5.5 acres in size. The entire area is currently covered in turfgrass and is mainly used for community events and youth sports. The project will involve aerating the site with a plug or deep-tine aerator and then applying gypsum and ½ inch of compost (according to Method 8 as outlined in Section 2E-6 of the Iowa Stormwater Management Manual). This work will be contracted and would occur in the fall of 2015. Bids will be requested in July 2015, a qualified contractor will be selected in August with soil restoration beginning in September. The City may do supplemental overseeding in critical areas if necessary. Using a unit cost of \$0.22 per square foot, the estimated cost of this component is \$53,000.

Item	Cost
Soil Restoration (aerating, gypsum/compost application by contractor)	\$53,000
Total	\$53,000

The main benefit of this project component is improved water infiltration which will decrease runoff into the pond. The addition of organic matter will also benefit turf quality and may reduce fertilizer and pesticide applications.

City staff has consulted with Urban Conservationist, Jennifer Welch, throughout the grant application process with meetings on December 5, 2014 and February 2, 2015. She has reviewed all plans and concurs with the project goals and designs. Once available, the City will have Ms. Welch complete a design review checklist.

No local permits are required for the proposed project. Since the area being disturbed for native planting is larger than 1 acre, the City will abide by all requirements for erosion control, including preparation of a SWPP and subsequent monitoring.

Future Project Phases

The proposed project is part of a larger scale project that includes dredging of the pond, a major capital improvement project. Due to siltation over time, the pond has become extremely shallow with a maximum depth of around 6 feet. The water quality is affected and at least one extensive fish kill was experienced in 2012. Before an investment is made in dredging the pond, it only makes sense to make improvements to the watershed. Other proposed future components of the project include parking lot bioswales and installation of permeable pavement. These are still in the conceptual stages and will require engineering to determine their feasibility.

The ultimate goal of the larger project is to develop the pond into a high-quality urban fishery. There is a great demand for fishing locations that are close to home. The Iowa Department of Natural Resources recognizes the City/School Campus pond as an excellent way to serve this demand in West Des Moines. IDNR staff has met with City staff to begin planning and encouraged the City to begin making watershed improvements such as those that are part of this application. A letter of support from Ben Dodd with the IDNR Fisheries is attached.



Project Funding

The City will provide a match of all eligible costs through its stormwater enterprise fund. In addition, the City will provide in-kind labor and equipment for the native planting component of the project. Since the proposed components of the first phase of this project are taking place entirely on City-owned property, there are no landowner contributions anticipated at this time.

Project Evaluation

Several evaluation methods will be utilized including tests of pond water quality before and after the project is completed, soil permeability tests, and surveys of the watershed property owners to gauge increased awareness. Soil samples from the City campus have been taken and analyzed every 3 years since 2008. The percent of organic matter and fertility of these samples will provide a good baseline. In addition, multiple four-inch samples will be taken just prior to soil restoration and again in the years following. The Department of Natural Resources has agreed to assist the City in preparing a Water Quality Monitoring Plan to further guide the evaluation of the project's success.

Education / Information Program

Education is critical as it will be necessary to change habits and practices throughout the pond watershed in order to have an impact on the pond and its water quality. Watershed improvement is also needed in order to make the large investment to dredge the pond. City staff along with our partnering agencies will provide educational programs and materials to the various property owners. The Parks and Recreation Department Green Team made up of staff from all areas of the department will lead the educational efforts.

Due to the presence of several City and School facilities within the watershed, great opportunities for education exist. These may include everything from small neighborhood events to a program that touches every elementary student at Jordan Creek Elementary, a reading club at the Library focusing on

books about water, or a direct mailing of informational material to targeted areas. One focus will be on creating awareness about how water ends up in the City/School Campus pond. Part of this awareness campaign may include marking intakes within the watershed and signage on the Campus. The temporary art display that takes place around the pond every summer may also be able to incorporate water and water quality as a theme with the 2016 display.

The cost of educational efforts is estimated to be \$3,000. A large portion of this will go toward printing and postage for informational mailings to homeowners in the watershed. Materials will also need to be purchased for signage and programs such as the “Walking Storybook” and “Watershed Fun Day Camp”. Time spent by the City’s support staff and Naturalist will be an in-kind contribution to the project. Possible efforts with approximate timeframes and potential reach are detailed below:

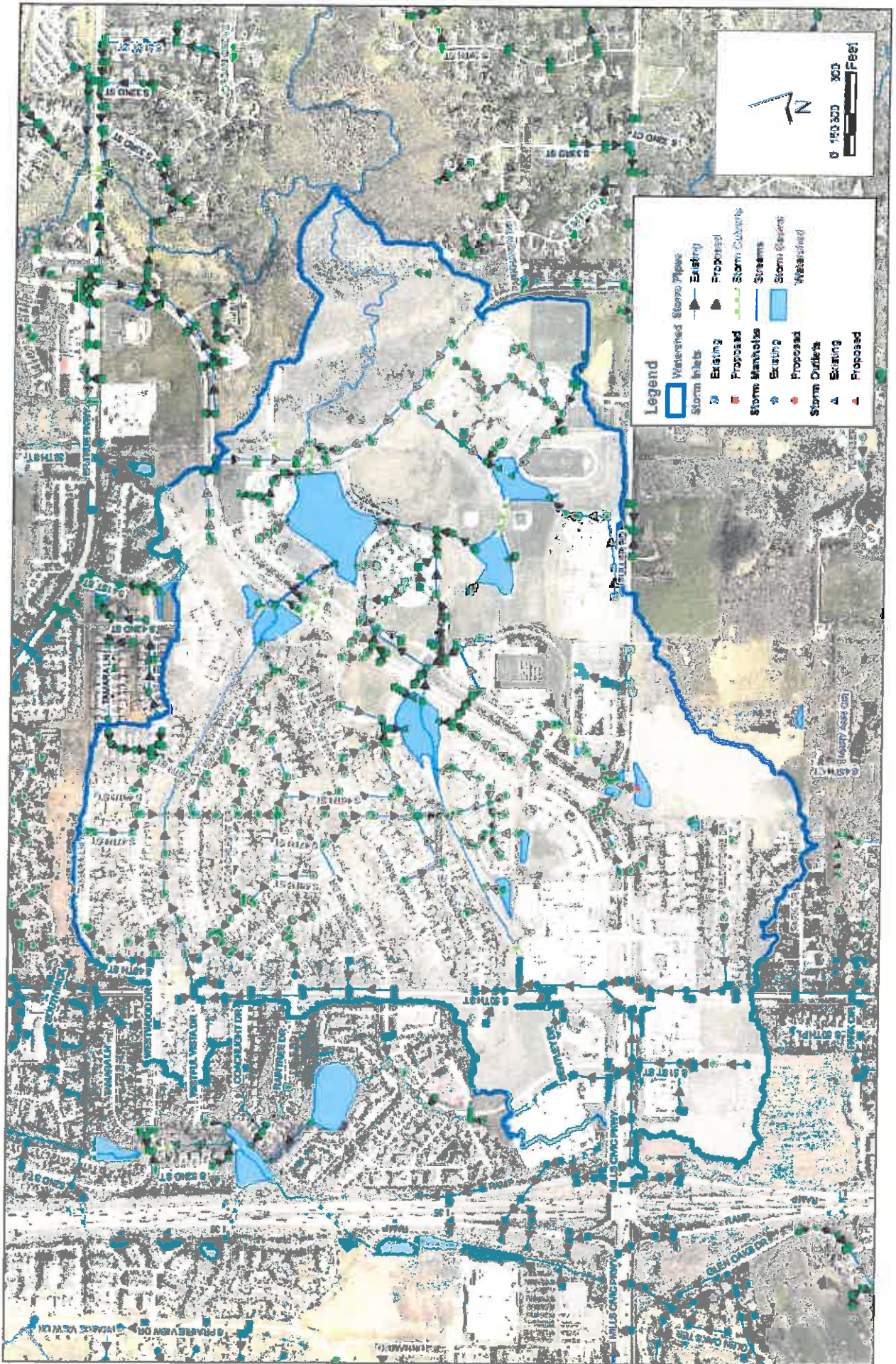
Timeframe	Educational Effort	Potential Reach
April/May 2015	Introductory mailing to residents of the watershed to inform them of the project and to provide them with simple ideas to implement on their own	583 single family households 175 townhome households 39 non-residential properties
May 2015	Distribute information about the project at Parks & Recreation Night at the Valley Junction Farmers Market	200 to 500 participants
May 2015	Place signs on City/School Campus with QR code linking to project details	1,000 campus visitors
May/June 2015	Mark storm sewer intakes in the watershed	
June 2015	Mail information packet to residents in the watershed including flyers about rainscaping, native turf, and soil quality restoration	583 single family households 39 non-residential properties
June 2015	Cops and Bobbers Fishing Derby held at City/School Campus pond with information handed out about the project and its potential impact on urban fishing	200 participants
June 2015	Partner with the WDM Library to offer a “Life Around the Pond” program	50 participants

August 2015	Prepare materials for Jordan Creek Elementary and Southwoods Freshman Schools	1,400 students
September 2015	Distribute information about the project at Illumifest, a community festival held on and around the campus pond	1,000 participants
Sep/Oct 2015	Hold neighborhood informational event "Meet Your Watershed!"	50 participants
Sep/Oct 2015	Partner with the WDM Library to present a "Walking Storybook" around the campus pond with a related book displayed along the trail	300 to 400 participants
Sep/Oct 2015	Prepare presentation that can be given to Regional Iowa Park and Recreation Association meetings throughout the state	200 participants
April 2016	Implement a water theme into the Art on the Campus temporary art display	15 artists 1,000 campus visitors
June 2016	Hold a "Watershed Fun" day camp for children living in the watershed	30 to 40 participants



ATTACHMENT A

Watershed Map



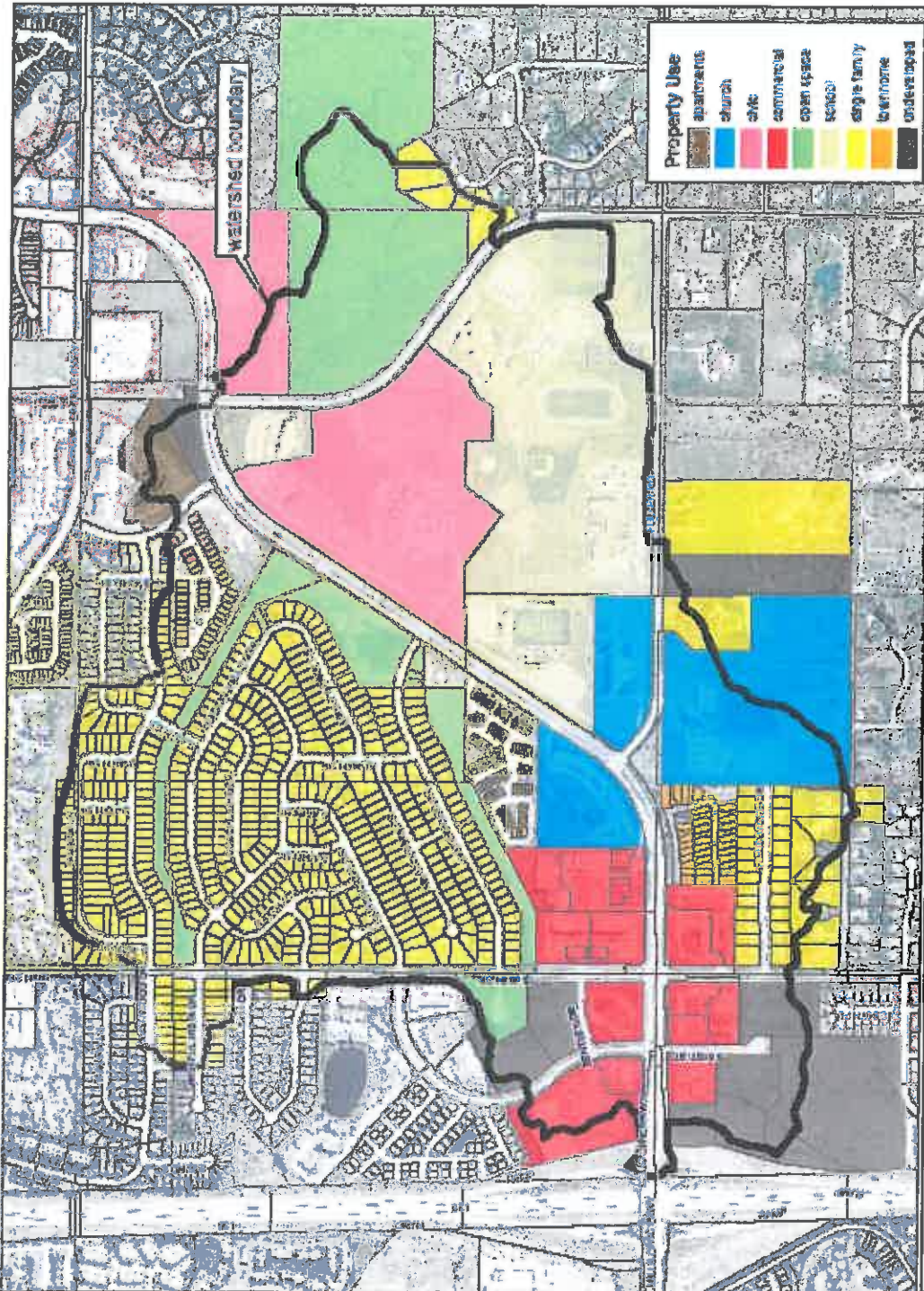
Legend

Watered Storm Pipes	Existing
Storm Inlets	Proposed
Existing	Storm Culverts
Proposed	Storm Manholes
Existing	Storm Storms
Proposed	Waterlined
Storm Outlets	Existing
Proposed	

0 100 200 300 Feet

ATTACHMENT B

Property Use Map



Property Use

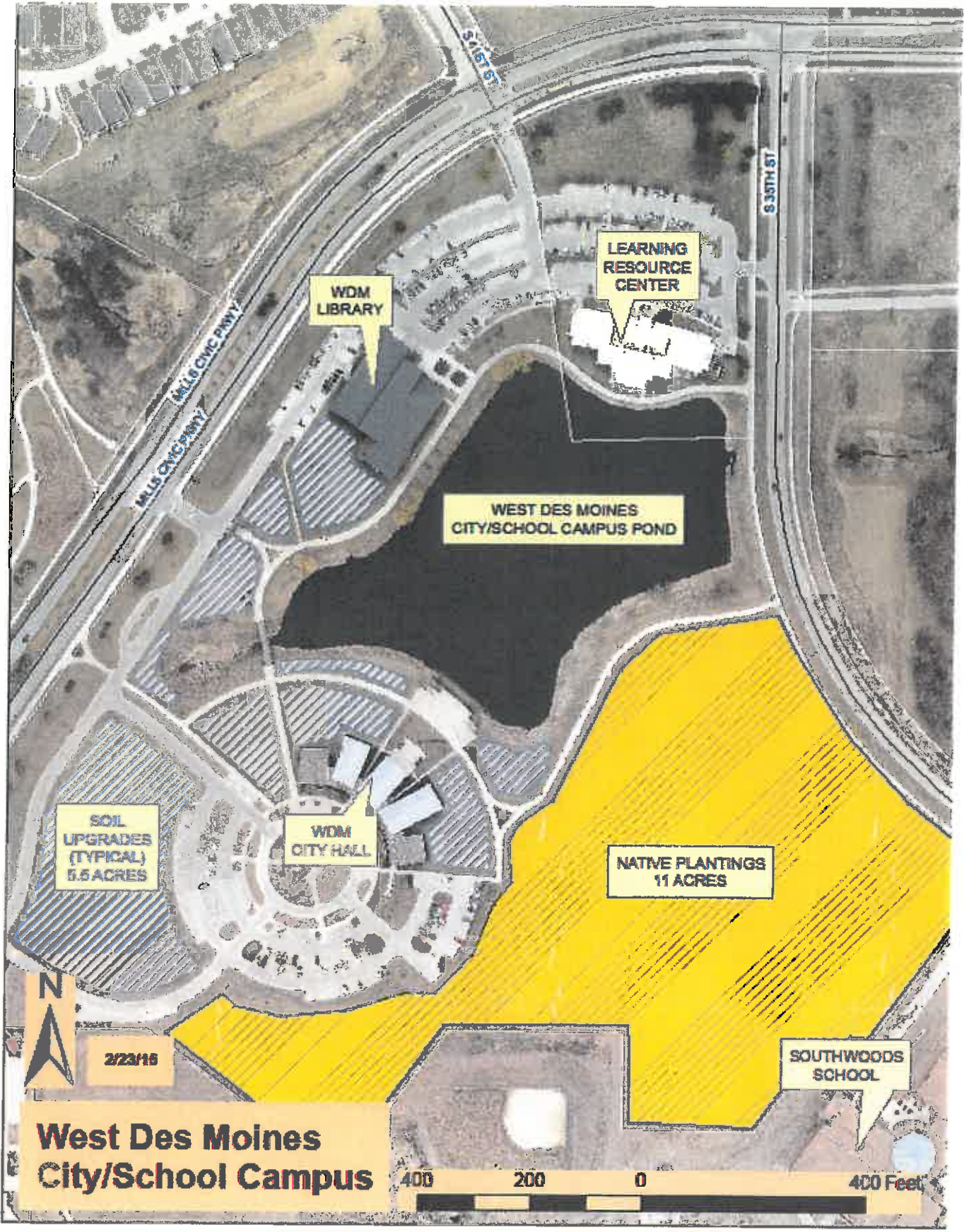
- apartments
- church
- civic
- commercial
- open space
- schools
- single family
- two-family
- undeveloped



TITLE: PROPERTY USE MAP, WEST DES MOINES	DATE: 2/10/2015	SHEET: 1A	TOTAL SHEETS: 13/11
PROJECT: WEST DES MOINES	CLIENT: WMA	SCALE: 1" = 100'	DATE: 1/31/15

ATTACHMENT C

Program Component Plan



West Des Moines City/School Campus

2/23/15



ATTACHMENT D

**City Council Resolution
City Manager Letter of Support**

**RESOLUTION OF THE WEST DES MOINES CITY COUNCIL
 APPROVING THE APPLICATION FOR THE PURPOSE OF RECEIVING
 AN IOWA DEPARTMENT OF AGRICULTURE & LAND STEWARDSHIP
 WATER QUALITY INITIATIVE
 TARGETED DEMONSTRATION WATERSHED PROJECTS
 GRANT**

WHEREAS, the Iowa Department of Agriculture and Land Stewardship has grant funds available for water quality improvement projects; and

WHEREAS, the City of West Des Moines City Council is supportive of this application; and

WHEREAS, the application from the City of West Des Moines will be submitted to the Iowa Department of Agriculture and Land Stewardship by the February 27, 2015 deadline;

NOW THEREFORE BE IT RESOLVED by the City Council of the City of West Des Moines that the following grant application be submitted to the Iowa Department of Agriculture and Land Stewardship by the February 27, 2015 application deadline:

PROJECT NAME	REQUEST AMOUNT
West Des Moines City/School Campus Pond Watershed Improvements	\$33,000

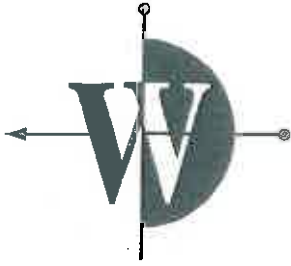
Passed and adopted this 9th day of February, 2015.


 Steven K. Gaer, Mayor


 Ryan Jacobson, City Clerk

COUNCIL ACTION	YEAS	NOES	ABST.	ABSENT
TREVELLON				✓
MICHELSON	✓			
TRIMBLE	✓			
HEBERSCHMIDT	✓			
SOLDAGER	✓			
PROFFER BY	Heberschmidt			
SECONDED BY	SOLDAGER			
ROLL CALL #	15-036			

15-02-09-01



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

City Manager/City Clerk

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

Phone: 515-222-3610
FAX 515-222-3638

'Aaa'
Credit Rating
Moody's

'AAA'
Credit Rating
Standard & Poor's

February 24, 2015

Iowa Department of Agriculture & Land Stewardship
Water Quality Initiative: Targeted Demonstration Watershed Projects

To Whom It May Concern:

I am pleased to write in support of the City of West Des Moines' water quality project.

We as a City are working to bring more awareness in improving water quality and have the bonus of providing an improved urban fishery. The project is a small watershed that provides water for the pond that is the centerpiece of the City and School District Campus. This area includes City Hall, the Public Library, the West Des Moines Community School Administration Building, Jordan Creek Elementary and Valley Southwoods Freshman High School. What an opportunity for education to a large audience!

Improvements will be identified and made for those walking, jogging or visiting the facilities. Everyone will be able to see firsthand what we're doing, and once completed, there will be an improved body of water and fishery for our citizens to enjoy.

I truly believe the more you connect people with natural resources, the more they will care for them. This is an ideal way to not only provide a visual feast for the eyes but also educate while doing it.

The City is willing to support the endeavor financially as well as by providing educational opportunities. Thank you for your consideration and please feel free to contact me if you have any questions.

Sincerely,

Tom Hadden
City Manager

ATTACHMENT E

IDNR Letter of Support



STATE OF IOWA

TERRY E. BRANSTAD, GOVERNOR
KIM REYNOLDS, LT. GOVERNOR

DEPARTMENT OF NATURAL RESOURCES
CHUCK GIPP, DIRECTOR

February 6, 2015

Iowa Department of Agriculture & Land Stewardship
Water Quality Initiative: Targeted Demonstration Watershed Projects

To whom it may concern:

The Boone Fisheries Management District supports efforts by the City of West Des Moines to implement best management practices in the watershed of West Des Moines City/School Campus Pond. Stormwater management should improve water quality and fishing opportunities in the pond.

The Iowa DNR has been working to develop sustainable urban fishing resources in recent years. Research on Iowa's growing urban population has shown an increased demand for natural resources recreation opportunities, including fishing. Interestingly, the health of a fishery is dependent upon water quality.

Watershed land use is often different between urban and rural areas but excessive nutrient and sediment runoff remains the most common pollutants in both types of systems. Many urban ponds, like the West Des Moines City/School Campus Pond, function as a stormwater retention basin to some extent. Efforts to reduce sedimentation and nutrient loading into these ponds are necessary to reduce undesirable algal blooms and subsequent fish kills. In addition, these pollutants negatively impact the ability of a pond to grow desirable fish populations and its aesthetic quality. Nutrient management, soil restoration and stormwater management (native prairie plantings, bioswales, etc.) are common practices used to address these issues.

The West Des Moines City/School Campus Pond is extremely visible to the public and it has potential to serve as a popular demonstration of successful watershed projects in one of Iowa's fastest growing urban communities. We look forward to partnering with the City of West Des Moines, the Polk Soil & Water Conservation District and others on this project as it moves forward.

Sincerely,

A handwritten signature in black ink, appearing to read "Ben Dodd".

Ben Dodd
IDNR Fisheries

Exhibit B Budget

Component	Total	IDALS/ WQI	Local Match Amount	Match Source(s)
Technical/Design Assistance	\$	\$	\$	
Information/Education	\$ 3,000.00	\$ 1,500.00	\$ 1,500.00	Stormwater Enterprise Fund
Practices (list & number)				
1. Native Plantings	\$ 14,535.00	\$ 5,885.00	\$ 8,650.00	Stormwater Enterprise Fund City In-kind Labor (\$2,930)
2. Soil Quality Restoration	\$ 53,000.00	\$ 25,615.00	\$ 27,385.00	Stormwater Enterprise Fund
3.	\$	\$	\$	
4.	\$	\$	\$	
(add lines as needed)	\$	\$	\$	
TOTALS	\$ 70,535.00	\$ 33,000.00	\$ 37,535.00	

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

ITEM: Motion – Approval of Lease Agreement
Temporary Office Space for Special Census
4900 University Avenue, Suite 120

DATE: April 6, 2015

FINANCIAL IMPACT: The City will opt into a temporary lease agreement for 6-months with the option to renew the lease for one month, if needed, to complete the Special Census. The lease is in the amount of \$6,000 per month gross, which will include the rental rate, property operating fees, utilities, access to a training facility, and janitorial services three times per week. Additionally, property owners have agreed to charge the City for the requested space amount (4,000 square feet) rather than the actual space size of 6,000 square feet. The Census Bureau is requesting 6 phone lines with analog phones; the City will pay for the installation and service of these phone lines.

Office Space is a budgeted expense within the \$1.15 million dollar estimate provided by the Census Bureau to conduct the Special Census.

BACKGROUND: As a part of the Special Census, the City of West Des Moines is required to provide temporary office space to house supplies and the temporary special census staff. The Census Bureau provided a list of requirements to use for evaluation purposes; these requirements were specific to the space size, location, configuration, security, access, leasing term, ADA Compliance and ease of use, parking, and other miscellaneous operating needs including janitorial services.

Staff utilized the Community and Economic Development tool Co-STAR to identify the location of vacant office and retail spaces in the City of West Des Moines. This report provided staff with more than 60 properties to review within the space requirements and an idea of the market from which to set the price parameters for cost per square foot and operating expenses.

Working in conjunction with property owners and various commercial real estate brokers, staff reviewed/visited more than 20 properties to determine their fit for this project and the willingness of the ownership to sign a short term lease.

Staff identified a secure and centrally located space that meets the minimum requirements of the Census Bureau. Additionally, the ownership of the space is willing to sign a short term lease with the option of a month-to-month lease allowing the City flexibility in completing the special census. The space offers economy with a gross cost and a reduced charge per square foot along with vast accessibility, ample parking, training space, and janitorial services.

The Local Census Supervisor toured the space and sent the configuration to the Regional Office for review and approval. The space was approved by the Regional Census Office on March 24, 2015.

OUTSTANDING ISSUES (if any): None

RECOMMENDATION:

Approve the lease agreement with Three Fountains I, LLC for the Temporary Office Space located at 4900 University Avenue, Suite 120 for use during the Special Census.

Lead Staff Member: McKinlee Ritter, Interim Assistant to the City Manager

STAFF REVIEWS

Department Director	Tom Hadden, City Manager	<i>TH</i>	<i>Tom Hadden</i>
Appropriations/Finance	Tim Stiles, Finance Director	<i>TS</i>	
Legal			
Agenda Acceptance		<i>RTJ</i>	

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	

RESOLUTION APPROVING A LEASE AGREEMENT FOR TEMPORARY OFFICE SPACE FOR SPECIAL CENSUS, 4900 UNIVERSITY, SUITE 120

WHEREAS, the City of West Des Moines has deemed it necessary to conduct a Special Census in 2015;

WHEREAS, the City of West Des Moines has signed a Memorandum of Understanding with the Census Bureau to conduct a Special Census requiring 4,000 square feet of temporary office space for supplies and staffing throughout the duration of the special census; and

WHEREAS, the office space located at Three Fountains Office Park, 4900 University Avenue, Suite 120 meets the size, security, access, and other operating requirements.

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

1. The Temporary Lease Agreement between the Three Fountains I, LLC and the City of West Des Moines is hereby approved.
2. The Mayor and City Clerk are authorized to sign the signature page to be attached to the Temporary Lease Agreement on behalf of the City of West Des Moines.

PASSED AND APPROVED this 6th day of April, 2015.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson
City Clerk

TEMPORARY LEASE AGREEMENT

This Temporary Lease Agreement (“Temporary Lease”) is hereby entered into by and between **CITY OF WEST DES MOINES** and its authorized agents (“Tenant”) and **THREE FOUNTAINS I, LLC**, an Iowa limited liability company with its principal office at 1225 Jordan Creek Parkway, Suite 200, West Des Moines, Iowa 50266 (“Landlord”) for the lease of temporary space at 4900 University Avenue, Suite 120, West Des Moines, Iowa 50266. The parties mutually desire and agree that Tenant will lease from the Landlord 4,000 net rentable square feet in the Palisade Building (“Building”) located in the Three Fountains Office Park as shown on Exhibit A attached hereto (“Premises”).

The term of this Temporary Lease shall run month to month from and including May 1, 2015, through October 31, 2015. This Temporary Lease is terminable by either party on fourteen (14) days’ prior written notice.

Tenant agrees to lease the Premises at a rental rate of \$6,000.00 per month gross, which amount is due upon execution by the Tenant of this Temporary Lease, and on the first of each month of the term of the Temporary Lease thereafter, without further notice or demand. Said rent shall be delivered to Landlord at the above-stated address.

Landlord is providing the Premises “as-is”, without any modifications or improvements whatsoever.

In addition, Tenant agrees to be bound by the terms and conditions of Exhibit B, which is attached hereto and by this reference incorporated herein. This Temporary Lease may only be modified by the parties in writing. Tenant will use the Premises for general office use. Each named Tenant shall be jointly and severally liable with each other Tenant for all payment and performance obligations under this Temporary Lease.

In Witness Whereof, the parties below have agreed to all terms of this Temporary Lease effective as of this ____ day of _____, 2015.

EACH PARTY EXECUTING THIS DOCUMENT WARRANTS HE OR SHE HAS FULL POWER AND AUTHORITY TO BIND THE NAMED ENTITIES TO THE TERMS OF THIS DOCUMENT.

LANDLORD:
THREE FOUNTAINS I, LLC, an Iowa limited liability company

By: **RRNGL, LLC**, an Iowa limited liability company, Sole Member

By: **R&R REAL ESTATE INVESTORS II, LLC**, an Iowa limited liability company, Managing Member

By: _____
Mark A. Rupprecht, President

TENANT:
CITY OF WEST DES MOINES

By: _____
Name: _____
Its: _____

EXHIBIT A
Three Fountains Office Park
Palisade Building
First Floor
City of West Des Moines
4,000 RSF

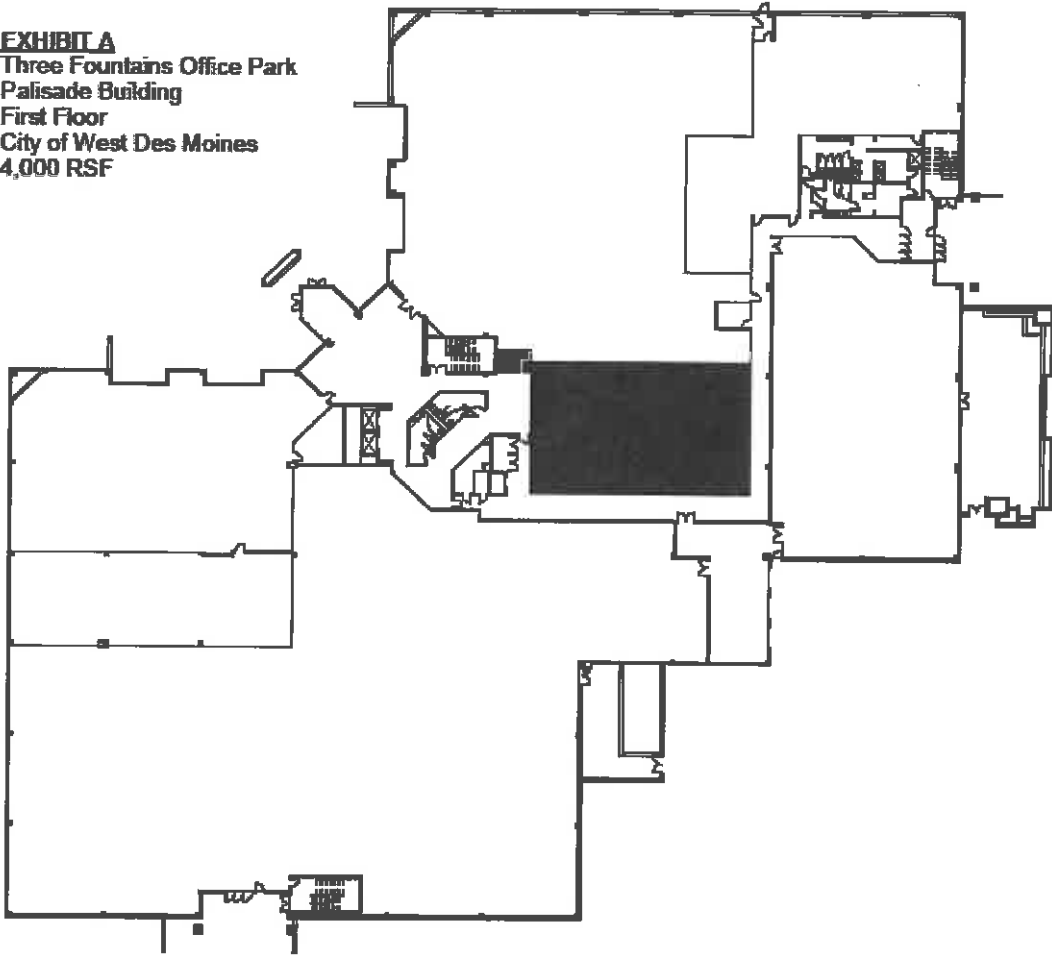


EXHIBIT B

PURPOSE: Tenant covenants that the Premises will be used as a temporary site together with the incidental activities of the Tenant, its affiliated companies or other subsidiary companies. Tenant further covenants that the premises will not be used or occupied for any unlawful purpose.

HAZARDOUS WASTE: Tenant covenants and agrees that no Hazardous Substances will be stored on the Premise at any time. The term "Hazardous Substances" shall mean pollutants, contaminants, toxic or hazardous wastes, or any other substances, the use and/or the removal of which is required or the use of which is restricted, prohibited or penalized by any "Environmental Law", which term shall mean any federal, state or local law, ordinance or other statute of a governmental or quasi-governmental authority relating to pollution or protection of the environment.

INSURANCE: Tenant covenants and agrees that it will at all times during the term hereof carry and maintain for the mutual benefit of the Landlord and the Tenant general public liability insurance against claims for personal injury, death or damage to property, occurring in, on or about the Premises or property, or in, on or about the street, sidewalks or premises adjacent to the Premises.

INDEMNIFICATION: Tenant shall indemnify, hold harmless, and defend Landlord (except for Landlord's active negligence or willful misconduct) against all claims, losses or liabilities for injury or death to any person or for damage to or loss of use of any property arising out of any occurrence in, on or about the Building or land, if caused or contributed to by Tenant to Tenant's agents, or arising out of any occurrence in, upon or at the Premises or on account of the use, condition, occupational safety or occupancy of the Premises. It is the intent of the parties hereto that the indemnity contained in this paragraph shall not be limited or barred by reason of any passive negligence on the part of Landlord or Landlord's agents, except as expressly provided herein. Such indemnification shall include and apply to attorneys' fees, investigation costs, and other costs actually incurred by Landlord. The provisions of this paragraph shall survive termination of this agreement. This agreement is made on the express conditions that Landlord shall not be liable for, or suffer loss by reason of, injury to person or property, from whatever cause, in any way connected with the condition, use, occupational safety or occupancy of the Premises specifically including, without limitation, any liability for injury to the person or property of Tenant or Tenant's agents.

SUBROGATION: In the event of loss or damage to the Premises and/or Building, each party will look first to any insurance in its favor before making any claim against the other party. The Tenant will obtain for each policy in effect a provision permitting waiver of any claim against the Landlord for loss or damage within the scope of the insurance. In addition, each party, its agents, employees or guest to the extent permitted, for itself and its insurers waives all such insured claims against the other party.

CARE OF PREMISES: Tenant further covenants and agrees that during its occupancy it will keep said Premises and every part thereof in a clean and wholesome condition and generally that it will in all respects and at all times duly comply with all lawful health and police regulations.

ACCESS TO PREMISES: Landlord and its authorized agents shall have free access to said premises at any and all reasonable times to inspect the same and for the purposes pertaining to the rights of the Landlord.

RULES AND REGULATIONS: Tenant agrees to comply with all rules and regulations promulgated by Landlord concerning the use and enjoyment of the Premises. Among other things, the rules and regulations specifically prohibit outdoor storage.

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

ITEM: Resolution of Support
Home Base Iowa Initiative

DATE: April 6, 2015

FINANCIAL IMPACT: None

BACKGROUND:

The Office of the Governor of the State of Iowa has launched a public-private partnership called Home Base Iowa Initiative, which is an effort to match military veterans with jobs available across Iowa. Governor Branstad is requesting Iowa businesses and communities to promote and support the Home Base Iowa initiative and one of the requirements for the City of West Des Moines to be a Home Base community is that the City Council adopt the attached resolution of support.

OUTSTANDING ISSUES (if any): None

RECOMMENDATION:

Approve Resolution of Support for the Home Base Iowa Initiative

Lead Staff Member: Tom Hadden, City Manager 

STAFF REVIEWS

Department Director	Tom Hadden, City Manager
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

RESOLUTION OF SUPPORT OF THE HOME BASE IOWA INITIATIVE

WHEREAS, the Office of the Governor of the State of Iowa has launched a public-private partnership called Home Base Iowa initiative, which is an effort to match military veterans with jobs available across Iowa; and

WHEREAS, the Home Base Iowa initiative will consist of two programs, Home Base Iowa Businesses and Home Base Iowa Communities; and

WHEREAS, the Office of the Governor is requesting Iowa businesses and communities to promote and support its Home Base Iowa initiative and one of the requirements for the City of West Des Moines to be a Home Base Iowa Community is that the City Council adopt a resolution of support; and

WHEREAS, the City Council of West Des Moines finds that it is in the best interest of the City of West Des Moines that it support the Home Base Iowa initiative and adopt this resolution.

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

Section 1. City Council hereby proclaims its support for the Home Base Iowa initiative and encourages its citizens to take appropriate actions necessary for West Des Moines to become and continue to be a Home Base Iowa Community.

Section 2. City Council also encourages area businesses to take appropriate actions to become and continue to be a Home Base Iowa Business.

Section 3. City Council is authorized to take such further action as may be appropriate to carry out the intent and purpose of this resolution.

Section 4. All resolutions and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby repealed, and this resolution shall be in full force and effect immediately upon its adoption and approval.

PASSED AND APPROVED this 6th day of April, 2015.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

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

DATE: April 6, 2015

ITEM: Resolution – Approval of Grant Application – Dallas County Foundation Grant - Rape, Aggression, Defense (R.A.D.) Self-Defense Equipment

FINANCIAL IMPACT: Possible grant revenue of \$2,400. The total project cost is estimated at \$3,317. The City's match of \$917 will be covered by the Police Department's Gift Trust Account for Crime Prevention Programs.

BACKGROUND: The Dallas County Foundation provides support for various improvement projects in Dallas County. The mission of the Foundation is to "foster private giving, strengthen service providers, and improve the conditions of the communities and rural areas of greater Dallas County."


Staff has prepared the attached grant application for the purchase of training equipment to be used by both the instructors and participants of the departments Rape, Aggression, Defense (R.A.D.) Self-Defense Training programs conducted through the Police Department. The Police Department implemented the R.A.D. Program in 2014 at the request of residents and citizens from the community looking for a hands-on self-defense program. In addition to the West Des Moines program, it is currently being offered by the cities of Clive, Urbandale, Windsor Heights, Polk City, and Ankeny.

OUTSTANDING ISSUES: None

RECOMMENDATION: That the Council approve the Resolution.

Lead Staff Member: Chief Shaun LaDue

STAFF REVIEWS

Department Director	
Appropriations/Finance	
Legal	
Agenda Acceptance	RTG

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	N/A		
Date Reviewed			
Recommendation	Yes	No	Split

**RESOLUTION OF THE WEST DES MOINES CITY COUNCIL
APPROVING THE APPLICATION FOR THE PURPOSE OF RECEIVING
A DALLAS COUNTY FOUNDATION GRANT**

WHEREAS, the Dallas County Foundation has grant funds available for improvement projects in Dallas County; and

WHEREAS, the City of West Des Moines City Council is supportive of this application; and

WHEREAS, the application from the City of West Des Moines will be submitted to the Dallas County Foundation by the April 13, 2015 deadline;

NOW THEREFORE BE IT RESOLVED by the City Council of the City of West Des Moines that the following Dallas County Foundation Grant Program grant application be approved and submitted to the Dallas County Foundation by the April 13, 2015 application deadline:

PROJECT NAME	REQUEST AMOUNT
Rape, Aggression, Defense (R.A.D.) Self-Defense Program	\$2,400

Passed and adopted this 6th day of April, 2015.

Steven K. Gaer, Mayor

Ryan Jacobon, City Clerk

Dallas County Foundation 2015 Grant Application Part 1-Cover Page

West Des Moines Police Department-R.A.D. Program

04-02-2015

Project Title

Date Submitted

West Des Moines Police Dept.

City of West Des Moines, IA

Name of organization

Legal name (as listed with IRS)

4200 Mills Civic Parkway

West Des Moines, IA 50265

42-60005359

Organization Address

City, State, Zip

Employer Identification Number (EIN)

515-222-3300

www.wdm.iowa.gov

170b

Phone

Website

IRS 501(c)(3)(5) or (6) or 170b (indicate which)

Officer Jeff Hartshorn

515-222-3333

jeff.hartshorn@wdm.iowa.gov

Name and title of contact person regarding this application

phone

email address

Tim Stiles, Finance Director

515-222-3611

tim.stiles@wdm.iowa.gov

Name and title of fiscal agent contact person (if different than above)

phone

email address

4200 Mills Civic Parkway, PO Box 65320, West Des Moines, IA 50265

Physical address of fiscal agent contact (if your organization is neither a IRS 501(c)(3)(5) or (6) or 170b you MUST have a fiscal agent)

\$3317.00

\$2400.00

\$917.00

17,566 in West Des Moines

Total Cost of Project

Total requested from DCF

Total Matching Funds
and/or In-Kind Funds

Dallas County population served (est #)

Type of Request (check one)

Capital Based*

Special Project

*Capital Based: The building of or physical improvement of something.

Project Focus Area (check as many as apply)

Arts and Culture

Youth Development

Education

Health and Human Services

Community Improvement

Recreation and Environment

In no more than three sentences describe your organization.

The West Des Moines Police Department is a public service entity providing law enforcement services and protection to the businesses and residents from the community. The department provides Crime Prevention Programs throughout the community through their Community Response Unit including self-protection and self-defense classes.

In no more than three sentences describe the project for which you are requesting funds.

The West Des Moines Police Department has provided self-awareness and self-protection programs to the community for over twenty-five years. In 2014, the department enhanced the personal safety programs by adding the Rape, Aggression, Defense (R.A.D.) Systems. The new program provides the opportunity for the students to become involved in more hands-on defense training requiring additional needs for equipment for both the instructors and students.

Part II

Grant Application Form

1.) Describe the proposed project in detail, including your goals and objectives. Discuss the community need for the project, the benefits for the community as a result of the project and the community support of the project. Include the target population and the expected number of people you will serve.

The fact is, crime does occur in every community! Residents, citizens, and other visitors to our community should realize that the potential for them to be a victim of a crime is real. It may be lower than other communities throughout the country, but it is a reality! In 2014, the West Des Moines Police department responded to 841 domestic related calls, 188 assaults, and 131 fights in addition to other criminal activity. These types of incidents are reminders that even in West Des Moines, crime is prevalent. These types of incidents bring concerns to our residents regarding their safety and the need for some type of self-protection or self-defense training.

The West Des Moines Police Department has provided self-awareness and self-protection programs to the community for over twenty-five years. These programs included awareness, prevention, risk reduction, and avoidance as key elements to personal safety. Another large component of the personal safety program is the opportunity to participate in basic hands-on defense training.

There has been an increase of request over the last few years for more hands-on self-defense training opportunities to be provided to our residents. Other law enforcement agencies in the metropolitan area have also observed the same increase in requests. Because of these requests, several of the area agencies to include: West Des Moines, Urbandale, Clive, Windsor Heights, Polk City, and Ankeny Police Departments have supported and trained police officers in the Rape, Aggression, Defense (R.A.D.) Self-Defense System. This nationally recognized self-defense program founded in 1989 has provided training to create over 9500 certified instructors throughout the United States.

The program involves twelve hours of self-defense training over four nights or weekends, usually three hours per session. During this training, participants begin by learning avoidance and risk reduction strategies, crime prevention and awareness, postures for self-defense, and using their personal weapons to defend themselves. The participants will then move onto learning and practicing various striking and kicking techniques which require specialized equipment. The final session is designed to allow the participants the opportunity to demonstrate what they have learned by participating in simulated assault scenarios. Both the students and instructors wear specialized safety equipment which provides additional protection from the various strikes, kicks, and other defensive maneuvers performed during the session.

In 2014, our second officer was certified through R.A.D. and the department then chose to begin implementing the program within our community. The department began and has been using equipment borrowed from other surrounding law enforcement agencies to accomplish our task. Since the overall demand for the program is very high in all of the communities, it is now time for our department to obtain their own self-defense training equipment. Our goal is to purchase the necessary self-defense training equipment for our department to provide this service to our community of 64,030 residents, which includes 17,566 from Dallas County. With this purchase, we can increase and enhance our R.A.D. program to more community groups, businesses, and citizens and hope to train on average over 100 residents per year with the equipment lasting many years.

2.) Outline other resources or partners identified to assist with the project, and other funding applied for or secured for the project.

The Rape, Aggression, Defense (R.A.D.) System requires certified instructors in order to teach the program. In addition to our own two instructors, others certified instructor from other local law enforcement agencies share in the trainings. We foresee the need for additional instructors within our own agency. Since classes are offered my various west-side law enforcement agencies, the coordinators work together in the planning of each of their sessions to avoid duplication. The recent demand for the program has required coordinators to send their overflow of requests to some of the other agencies.

We have already secured \$917.00 dollars, 27.7% of the funded project, through our Crime Prevention Gift Trust Account which includes donations from local businesses and residents supporting our Crime Prevention and Safety efforts within the City of West Des Moines. The R.A.D. Program is promoted throughout the community in a variety of different social medias to include: the City website, City E-Newsletter, Facebook, Twitter, newspapers, brochures, and from those who have the opportunity to participate in the program.

3.) In the first question you describe the project goals and objectives. How will you measure the impact of the project and if the goals and objectives were reached?

Our goal is to enhance and increase the opportunity for citizens to participate in our R.A.D. Program. We hope to measure the need for the program by the number of persons who participate in our program as well as those referred to other agencies because of the overflow of participants. Every participant is required to complete an evaluation form regarding their participation in the program.

We feel that by offering the program and providing the opportunity for residents to participate, will help them deal with the issue of the fear of crime and being a victim. Those who have already attended have reported feeling more empowered regarding their safety, awareness, and the ability to protect themselves should an altercation arise.

4.) What is your timeline for this project. (Funds will not be available until October of the grant year and must be expended and the post evaluation submitted within 18 months.)

We will continue to promote and provide the self-defense program as equipment is available from other law enforcement agencies. Within two weeks after receiving grant funding, we will order the necessary R.A.D. training equipment to include an aggressor suit, six participant suits, and four striking pads for our department to be self-sufficient. By having our own equipment, will assist us with providing additional training opportunities within our community.

The department will then add the Dallas County Foundation logo to our brochures and training documents reflecting where the department received the necessary funding for the equipment. A "Project Evaluation Report" will be completed with 18 months of the receipt of the grant funds.

5.) Project Budget. Please itemize the items needed to complete the project and their costs. Also show the source and amount of the funds used to cover the costs. This should include the amount of your request from the Dallas County Foundation as well as other funders. (See sample budget in the instructions.)

WDMPD Rape, Aggression, Defense (R.A.D.) Program

Item	Cost	Matching Funds	Requested Funds from DCF
Sim Equipment Package	\$2,900	\$750	\$2,150
4 Impact Target Pads	\$200	\$50	\$150
Shipping	\$217	\$217	.00
Totals:	\$3,317	\$917	\$2,400

We have already secured \$917.00 dollars, 27.7% of the funded project, through our Crime Prevention Gift Trust Account which includes donations from local businesses and residents supporting our Crime Prevention and Safety efforts within the City of West Des Moines.

Part III
Board Approval

Board Approval from Applicant Organization:

We approve submission of this grant request and certify that the purpose of this request is charitable and that monies received from the Dallas County Foundation will be used solely for the project stated in this application.

Signature of Board Chairman

Date

Print name of Board Chairman

Part IV
Attachments

Following the instructions, place the required attachments in the order given.

Please submit **One** original and **FIVE** copies of the completed application by **mail** to:

Dallas County Foundation
Attn: Cheryl Semerad
P.O. Box 46
Adel, IA 50003

Or you may **drop off completed** applications at:

Lincoln Savings Bank
805 Main ST
Adel, IA 50003

The Application deadline for the **2015 grant cycle** is **5 p.m., Monday, April 13, 2015.**
Completed Applications must be received by the April 13, 2015 deadline.

Grant applicants will be notified of approval or denial by July 31. Funds will be available by October. Project Evaluation must be submitted to Cheryl Semerad at address above within 18 months of the date that funds are received. If your organization is chosen to receive a DCF grant, a completed Project Evaluation Form must be submitted on your project BEFORE a new grant application will be accepted.

2015 DCF Grant: Attachment I

April 1, 2015

Dallas County Foundation
Attn: Cheryl Semerad
P.O. Box 46
Adel, IA 50003

RE: Federal IRS Tax-Exempt Status Letter

To Whom It May Concern;

The City of West Des Moines and its various departments are defined as tax-exempt due to the City's status as a political subdivision of the State of Iowa. Thus, the Federal Internal Revenue Service has not been asked to issue, nor has it issued, a Tax-Exempt Status Letter specific to our organization.

We trust that this letter provides adequate documentation and will satisfy the requirement of the application to provide the letter referenced above.

Sincerely,

A handwritten signature in black ink, appearing to read "Tim Stiles", with a stylized flourish at the end.

Tim Stiles
Finance Director
City of West Des Moines

2015 DCF Grant: Attachment II

City of West Des Moines

Elected Officials – City Council

Steven K. Gaer	Mayor	Term Expires 12/31/17
Kevin Trevelyan	Councilmember, Ward I	Term Expires 12/31/17
John Mickelson	Councilmember, Ward II	Term Expires 12/31/15
Russ Trimble	Councilmember, Ward III	Term Expires 12/31/17
Rick Messerschmidt	Councilmember, At Large	Term Expires 12/31/17
Jim Sandager	Councilmember, At Large	Term Expires 12/31/15

Appointed City Officials

Tom Hadden, City Manager
Richard J. Scieszinski, City Attorney
Ryan Jacobson, City Clerk



Why RAD?

- Has established the standard for female self-defense programs
- Offers no-nonsense, practical techniques of defense
- Provides realistic and dynamic hands on training
- R.A.D. is for women only ages 13 and up
- Cost is only \$25 with a free lifetime return policy
- Classes are only 3 hours a night for 4 nights
- Classes are offered in small groups by certified instructors
- Provides students with a comprehensive reference manual



West Des Moines Police Department



R.A.D. classes are held periodically throughout the year at the West Des Moines Law Enforcement Center located at
250 Mills Civic Pkwy
West Des Moines, IA 50265

For more information on R.A.D. contact Officer Billy Taylor at 515-222-3328 or william.taylor@wdm.iowa.gov



R.A.D. Systems of Self Defense

"TO DEVELOP AND ENHANCE THE OPTIONS OF SELF DEFENSE, SO THEY MAY BECOME VIABLE CONSIDERATIONS TO THE WOMAN WHO IS ATTACKED"

What is R.A.D.?

The **Rape Aggression Defense Systems** is a program of realistic, self-defense tactics and techniques. The R.A.D. systems is a comprehensive course for women that begins with **awareness, prevention, risk reduction and avoidance**, while progressing on to the basics of hands-on defense training. R.A.D. is **not a martial arts program**. Our course is taught by certified R.A.D.

instructors and provide you with a reference manual. This manual outlines the entire physical defense program for reference and continuous personal growth. The R.A.D. Systems of Physical Defense is currently being taught in many locations. The growing, wide-spread acceptance of this system is primarily due to the **ease, simplicity and effectiveness** of the tactics, solid research, legal defensibility and unique teaching methodology.

The Rape Aggression Defense Systems is dedicated to teaching woman defensive concepts and techniques against various types of assault, by utilizing **easy, effective and proven self-defense/martial arts tactics**. Our system of realistic defense will provide a woman with the knowledge to make an educated decision about resistance.



Could you defend yourself in a physical confrontation?

Comments received from attendees of recent RAD classes!

"I learned so much in the past 4 nights! I cannot thank you enough for the useful information!!"

"I feel more ready to defend myself if the situation arises. Thank you."

Course Description

Hours 1-3

Students will be shown and involved in a discussion on risk reduction strategies, date rape, and the use of weapons. Discussion will also focus on developing the defensive mindset, postures of self-defense, and using personal weapons against vulnerable locations on attacker's body.

Hours 4-6

Students now become involved in learning basic striking and kicking techniques. Students will have opportunity to practice through repetition and usage of padding equipment held by certified instructors.

Hours 7-9

Students will learn how to piece movements together and learn how to defend themselves in close quarter situations. They will also learn ground defense techniques.

Hours 10-12

On the final night, students will have the opportunity to participate in simulated assault scenarios with RAD instructors in a safe environment monitored by instructors. Students will be wearing protective gear specially designed for this training. Simulations are optional, but highly encouraged.



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

DATE: April 6, 2015

ITEM: Resolution – Approval of Grant Application – Dallas County Foundation Grant - Pedestrian Crossing Signal at 65th Street and Ashworth Road

FINANCIAL IMPACT: Possible grant revenue of \$10,000. The total project cost is estimated at \$100,000. The City’s match of \$90,000 will be covered by city funds.

BACKGROUND: The Dallas County Foundation provides support for improvement projects in Dallas County. The mission of the Foundation is to “foster private giving, strengthen service providers, and improve the conditions of the communities and rural areas of greater Dallas County”.

Staff is preparing a grant application for funding assistance with the installation of a pedestrian crossing signal at the intersection of 65th Street and Ashworth. This project will provide a safe crossing location for children and adults in crossing Ashworth Road going to Peony Park as well as for children crossing Ashworth Road walking to St. Francis School. This project will provide a direct safety benefit to the children and adults living in this area of West Des Moines and Dallas County to safely cross Ashworth Road when going to school or the recreational area of Peony Park.

OUTSTANDING ISSUES: None

RECOMMENDATION: That the Council approve the Resolution.

Lead Staff Member: Jim Dickinson, PE *JVD*

STAFF REVIEWS

Department Director	Bret Hodne, Director of Public Works <i>RH</i>
Appropriations/Finance	Tim Stiles, Finance Director <i>TS</i>
Legal	
Agenda Acceptance	<i>RTJ</i>

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	N/A		
Date Reviewed			
Recommendation	Yes	No	Split

**RESOLUTION OF THE WEST DES MOINES CITY COUNCIL
APPROVING THE APPLICATION FOR THE PURPOSE OF RECEIVING
A DALLAS COUNTY FOUNDATION GRANT**

WHEREAS, the Dallas County Foundation has grant funds available for improvement projects in Dallas County; and

WHEREAS, the City of West Des Moines City Council is supportive of this application; and

WHEREAS, the application from the City of West Des Moines will be submitted to the Dallas County Foundation by the April 13, 2015 deadline;

NOW THEREFORE BE IT RESOLVED by the City Council of the City of West Des Moines that the following Dallas County Foundation Grant Program grant application be submitted to the Dallas County Foundation by the April 13, 2015 application deadline:

PROJECT NAME	REQUEST AMOUNT
Pedestrian Crossing Signal – 65 th Street and Ashworth Road	\$10,000

Passed and adopted this 6th day of April, 2015.

Steven K. Gaer, Mayor

Ryan T. Jacobson
City Clerk

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

4(I)1

DATE: April 6, 2015

ITEM:

Resolution - Ordering Construction
2015 Sewer Lining Program

FINANCIAL IMPACT:

The Engineering estimate of construction cost for the 2015 Sewer Lining Program is \$334,875.00. Payments will be made from budgeted account no. 5096.80.820.6.7910 with the ultimate funding intended to come from sewer revenue funds.

BACKGROUND:

A Bid Letting should be scheduled for 2:00 p.m. on Wednesday, April 15, 2015, and a Public Hearing on the project should be scheduled for 5:35 p.m. on Monday, April 20, 2015. The contract would be awarded on Monday, April 20, 2015, and work will begin shortly thereafter.

This project is part of the ongoing program to rehabilitate the existing portions of West Des Moines' sanitary sewer system. Previous inspections of these sewers with closed circuit television (CCTV) revealed defects at several locations. The completion date for the project is August 1, 2015.

OUTSTANDING ISSUES: None.

RECOMMENDATION:

City Council Adopt:

- Resolution Ordering Construction of 2015 Sewer Lining Program
- Fixing 2:00 p.m. on Wednesday, April 15, 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., City Engineer
Appropriations/Finance	Tim Stiles, Finance Director
Legal	Richard Scieszinski, City Attorney
Agenda Acceptance	RTJ

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Works		
Date Reviewed	March 30, 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 Lining Program
Project No. 0510-013-2015**

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 20, 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 15, 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 15, 2015, and the results of said bids shall be considered at a meeting of this Council on Monday, April 20, 2015, at 5:35 p.m. and acted upon at said time, or such time as may then be fixed.

PASSED AND APPROVED this 6th day of April, 2015.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

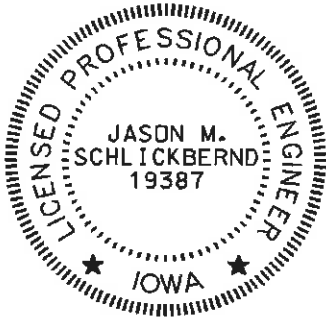


**ENGINEER'S ESTIMATE
2015 SEWER LINING PROGRAM**


WEST DES MOINES, IOWA

PROJECT NO. 0510-013-2015

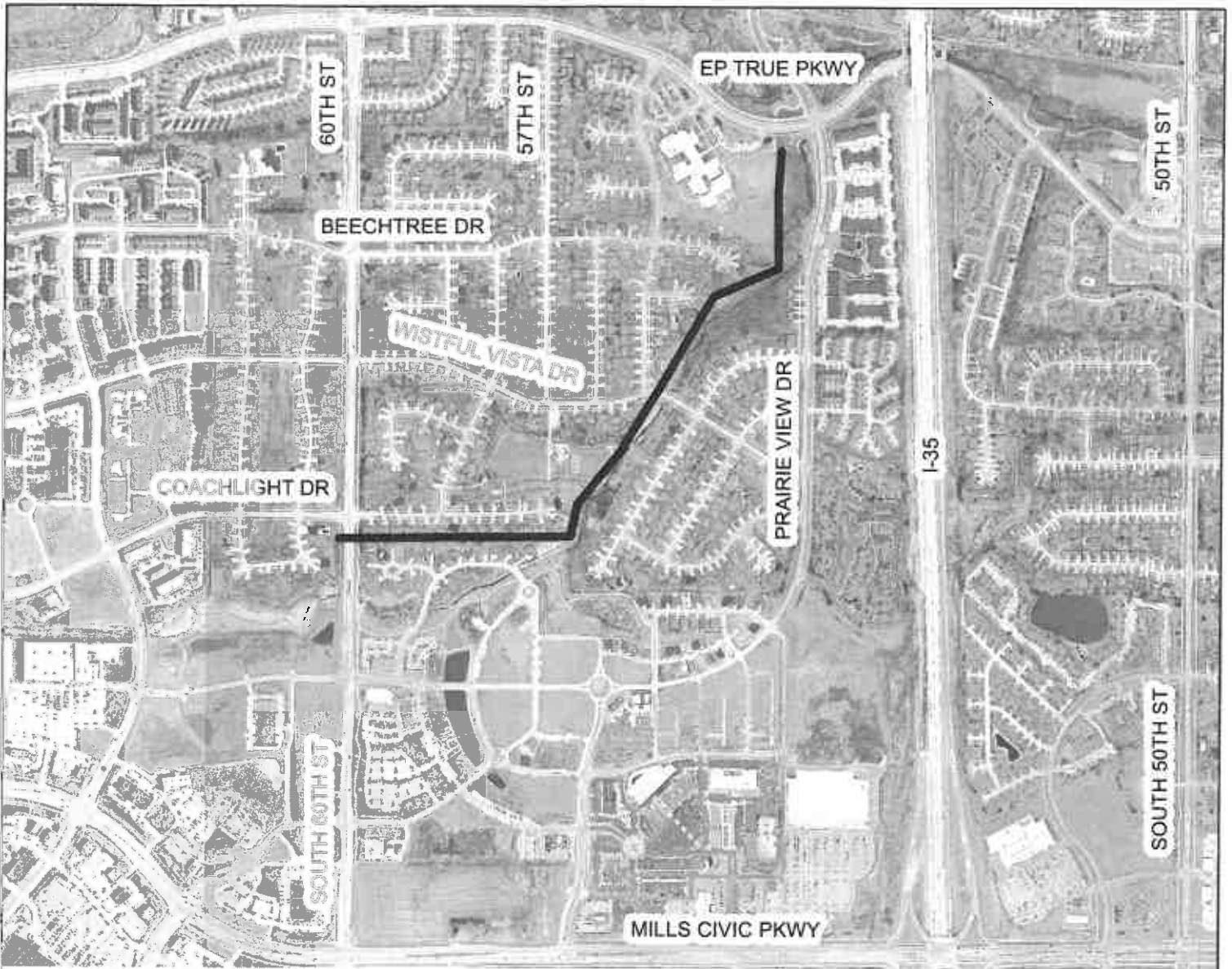
<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Extended Price</u>
1.1 18" CIPP Sewer Lining	LF	4,465	\$75.00	<u>\$ 334,875.00</u>
Total Project Cost (Items 1.1 - 1.1)				<u>\$ 334,875.00</u>



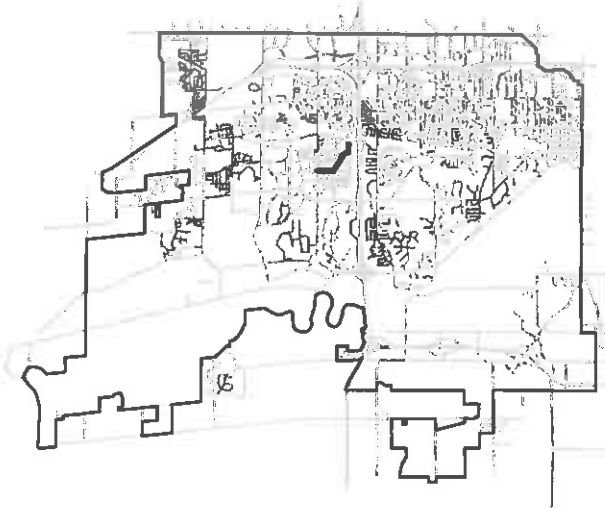
I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA.



Jason M. Schlickbernd, P.E. 3/25/15
Date
My License Renewal Date is December 31, 2016

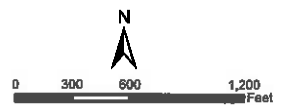


VICINITY MAP



LEGEND

———— SEWERS TO BE LINED



**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 LINING PROGRAM		
	PROJECT NO. - 0510-013-2015		
LOCATION:	VARIOUS LOCATIONS		
DRAWN BY:	JMS	DATE:	04/06/2015
			SHT. 1 OF 1

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

4(I)2

ITEM:

DATE: April 6, 2015

Resolution - Ordering Construction
2015 Sump Pump Sewer Program

FINANCIAL IMPACT:

The Engineering estimate of construction cost for the 2015 Sump Pump Sewer Program is \$216,365.00. Payments will be made from budgeted account no. 5552.80.820.6.7910 with the ultimate funding coming intended to come from sewer revenue funds.

BACKGROUND:

A Bid Letting should be scheduled for 2:00 p.m. on Wednesday, April 15, 2015, and a Public Hearing on the project should be scheduled for 5:35 p.m. on Monday, April 20, 2015. The contract would be awarded on Monday, April 20, 2015, and work will begin shortly thereafter.

This project will install eight-inch (8") subdrain on Stonebridge Road from 47th to 49th Street, on 4800 Block of Elm Street, and on 49th Street from Stonebridge Road to Elm Street for the purpose of sump pump drainage. Work on this project also consists of connections to existing storm sewer structures, cleanouts, service connections, sidewalk/driveway removal and replacement, surface restoration, and miscellaneous associated work. The completion date for the project is September 4, 2015.

City staff periodically surveys residents in neighborhoods with minimal or no existing storm sewer infrastructure having historical sump pump discharge issues, whether illegal or nuisance-related. Most residents that responded to the sump pump surveys for these particular neighborhoods indicated that sump pump discharges were an issue, and a majority of the residents indicated that they would be willing to voluntarily connect if storm sewer was constructed.

OUTSTANDING ISSUES: None.

RECOMMENDATION:

City Council Adopt:

- Resolution Ordering Construction of 2015 Sump Pump Sewer Program.
- Fixing 2:00 p.m. on Wednesday, April 15, 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>mw</i> City Engineer
Appropriations/Finance	Tim Stiles, Finance Director
Legal	Richard Scieszinski, City Attorney
Agenda Acceptance	<i>RTJ</i>

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Works		
Date Reviewed	March 30, 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 Sump Pump Sewer Program
Project No. 0510-011-2015**

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 20, 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 15, 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 15, 2015, and the results of said bids shall be considered at a meeting of this Council on Monday, April 20, 2015, at 5:35 p.m. and acted upon at said time, or such time as may then be fixed.

PASSED AND APPROVED this 6th day of April, 2015.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk



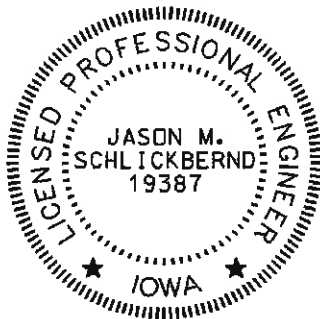
**ENGINEER'S ESTIMATE
2015 SUMP PUMP SEWER PROGRAM**

WEST DES MOINES, IOWA

PROJECT NO. 0510-011-2015

<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Extended Price</u>
1.1 Construction Survey	LS	1	\$5,000.00	\$ 5,000.00
1.2 Connection to Existing System	EA	3	\$1,250.00	\$ 3,750.00
1.3 Subdrain, 8"	LF	1,732	\$50.00	\$ 86,600.00
1.4 Cleanouts, 8"	EA	6	\$1,250.00	\$ 7,500.00
1.5 Tees, 4"	EA	23	\$300.00	\$ 6,900.00
1.6 Service Lines, 4"	LF	301	\$50.00	\$ 15,050.00
1.7 Service Lines, 4" Bored In Place	LF	140	\$75.00	\$ 10,500.00
1.8 Connect Existing Service Lines	EA	1	\$500.00	\$ 500.00
1.9 Sidewalk, 4" (Remove and Replace)	SF	398	\$10.00	\$ 3,980.00
1.10 Driveway/Sidewalk, 6" (Remove and Replace)	SY	518	\$70.00	\$ 36,260.00
1.11 Curb & Gutter (Remove and Replace)	LF	3	\$75.00	\$ 225.00
1.12 Concrete Pavement, 8" (Remove and Replace)	SY	45	\$100.00	\$ 4,500.00
1.13 Mailboxes (Remove and Reset)	EA	15	\$200.00	\$ 3,000.00
1.14 Sod	SQ	140	\$60.00	\$ 8,400.00
1.15 Temporary Irrigation System	SQ	140	\$30.00	\$ 4,200.00
1.16 Traffic Control	LS	1	\$20,000.00	\$ 20,000.00

Total Project Cost (Items 1.1 - 1.16) \$ 216,365.00



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

3/30/15

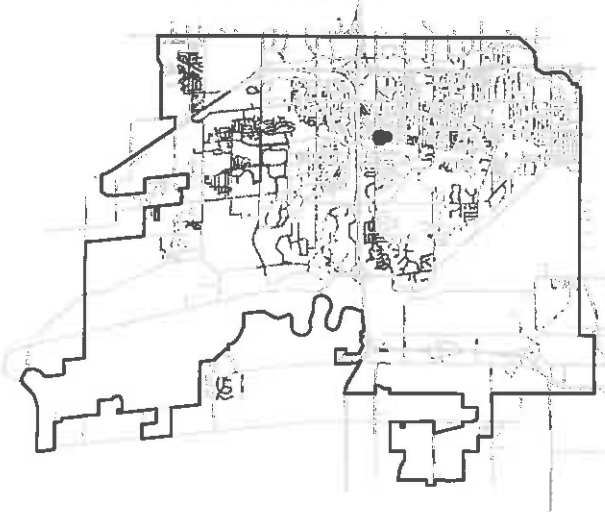
Jason M. Schlickbernd, P.E.

Date

My License Renewal Date is December 31, 2016

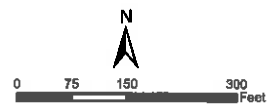


VICINITY MAP



LEGEND

———— SUMP PUMP SEWER



**CITY OF WEST DES MOINES
ENGINEERING SERVICES**

4200 MILLS CIVIC PARKWAY
WEST DES MOINES, IOWA 50265
PHONE: (515) 222-3620
FAX: (515) 273-0802

PROJECT:	2015 SUMP PUMP SEWER PROGRAM	
	PROJECT NO. - 0510-011-2015	
LOCATION:	STONEBRIDGE ROAD, ELM STREET & 49TH STREET	
DRAWN BY:	JMS	DATE: 04/06/2015
		SHT. 1 OF 1

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

DATE: April 6, 2015

ITEM:

Resolution - Ordering Construction
2015 Valley Junction Brick Paver Repair Program

FINANCIAL IMPACT:

The engineering estimate of construction cost for the 2015 Valley Junction Brick Paver Repair Program is \$125,924.00. Payments will be made from budgeted account number 0100.50.395.3.5490.

BACKGROUND:

A Bid Letting should be scheduled for 2:00 p.m. on Wednesday, April 15, 2015, and a Public Hearing on the project should be scheduled for 5:35 p.m. on Monday, April 20, 2015. The contract would be awarded on Monday, April 20, 2015, and work will begin shortly thereafter.

The 2015 Valley Junction Brick Paver Repair Program will include removing brick pavers, raising the rock subgrade to proper elevation, placing leveling sand, replacing bricks and replacement of failed concrete sections.

5 th Street	Railroad Avenue to Locust Street
Maple Street	4 th Street to 6 th Street
Elm Street	4 th Street to 6 th Street

This project is scheduled to be completed by August 21, 2015.

RECOMMENDATION:

City Council Adopt:

- Resolution Ordering Construction of the 2015 Valley Junction Brick Paver Repair Program.
- Fixing 2:00 p.m. on Wednesday, April 15, 2015, as time and date for project Bid Letting.
- Ordering the City Clerk to publish notice of Letting and Public Hearing.

Lead Staff Member: Jeff L. Nash, P.E. *jlw*

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	Des Moines Register
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Works		
Date Reviewed	March 30, 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 Valley Junction Brick Paver Repair Program
Project No. 0510-026-2015**

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

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

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

BE IT FURTHER RESOLVED, that prospective actions by the City Clerk in publishing a Notice to Bidders for said project (publication to be not less than four (4) days nor more than forty-five (45) days prior to the date for receiving bids) are hereby approved. Said bids are to be filed prior to 2:00 p.m. on Wednesday, April 15, 2015.

BE IT FURTHER RESOLVED, that the bids received for construction of said improvements will be opened, publicly read and tabulated by the City Clerk or Deputy City Clerk at 2:00 p.m. on Wednesday, April 15, 2015, and the results of said bids shall be considered at a meeting of this Council on Monday, April 20, 2015, at 5:35 p.m. and acted upon at said time, or such time as may then be fixed.

PASSED AND APPROVED this 6th day of April, 2015.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson
City Clerk



**ENGINEER'S ESTIMATE
2015 VALLEY JUNCTION BRICK PAVER REPAIR PROGRAM**

WEST DES MOINES, IOWA

PROJECT NO. 0510-026-2015

<u>Description</u>	<u>Estimated Unit</u>	<u>Unit Quantity</u>	<u>Unit Price</u>	<u>Extended Price</u>
110 Traffic Control	LS	1.00	\$ 7,000.00	\$ 7,000.00
120 Remove/Relay Brick Pavers	SF	4,156.00	\$ 26.50	\$ 110,134.00
130 18" Concrete Band	LF	160.00	\$ 25.00	\$ 4,000.00
140 5" Concrete Sidewalk Replacement	SF	190.00	\$ 21.00	\$ 3,990.00
150 Fixture Adjustment	EA	1.00	\$ 800.00	\$ 800.00

Total Construction Cost \$ 125,924.00



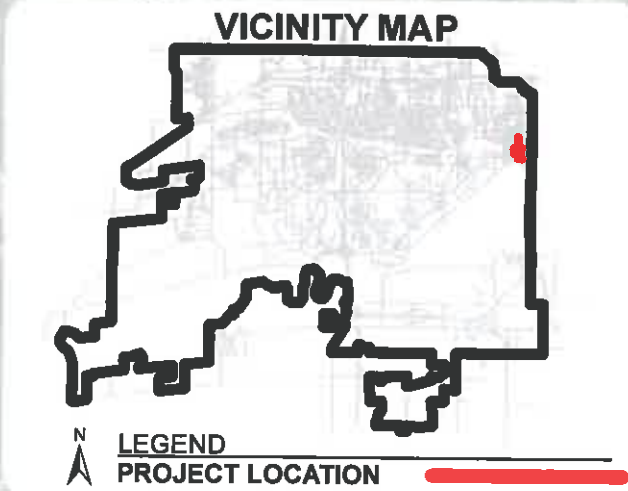
I HEREBY CERTIFY THAT THIS ENGINEER'S ESTIMATE OF CONSTRUCTION COSTS WERE PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA

Jeffrey L. Nash

 Jeffrey L. Nash, P.E.
 Registration Expires December 31, 2016

2-1-15

 Date



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

PROJECT: 2015 VALLEY JUNCTION BRICK PAVER REPAIR PROGRAM
 PROJECT NO. 0510-026-2015

LOCATION: VALLEY JUNCTION

DRAWN BY: MJA DATE: 3/26/15 SHT. 1 OF 1

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

DATE: April 6, 2015

ITEM:

Resolution - Ordering Construction
Grand Avenue Improvements, Phase 6
South 35th Street to South 50th Street
IDOT No. STP-U-8260(635)-70-77

FINANCIAL IMPACT:

The engineering estimate of construction cost for the Grand Avenue Improvements Phase 6 is \$6,648,352.25. Payments will be made from budgeted account number 4045.75.820.6.7930 from General Obligation Bonds. The City will receive reimbursements for part of the cost from the Iowa Department of Transportation (IDOT) through Federal funding.

BACKGROUND:

A Bid Letting at the IDOT is scheduled for Tuesday, April 21, 2015. A Public Hearing on the project should be scheduled for 5:35 p.m. on Monday, May 4, 2015. The contract would be awarded on Monday, May 4, 2015 subject to IDOT concurrence, and work will begin shortly thereafter.

OUTSTANDING ISSUES:

None.

RECOMMENDATION:

City Council Adopt:

- Resolution Ordering Construction of the Grand Avenue Improvements, Phase 6.
- Fixing 10:30 a.m. on Tuesday, April 21, 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
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 30, 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:

**Grand Avenue Improvements Project, Phase 6
Project No. 0510-018-2013**

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

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

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

BE IT FURTHER RESOLVED, that prospective actions by the City Clerk in publishing a Notice to Bidders for said project (publication to be not less than four (4) days nor more than forty-five (45) days prior to the date for receiving bids) are hereby approved. Said bids are to be filed prior to the time appointed and location indicated by the Iowa Department of Transportation on Tuesday, April 21, 2015.

BE IT FURTHER RESOLVED, that the bids received for construction of said improvements will be opened, publicly read and tabulated by the Iowa Department of Transportation at the appointed time on Tuesday, April 21, 2015, and the results of said bids shall be considered at a meeting of this Council on Monday, May 4, 2015 at 5:35 p.m. and acted upon at said time, or such time as may then be fixed.

PASSED AND APPROVED this 6th day of April, 2015.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

OPINION OF PROBABLE PROJECT COST

Grand Avenue
 Curb, Drain and Pipe
 From S. 36th Street to S. 38th Street
 2600 LF
 February 2015

ITEM NO.	ITEM	UNIT	UNIT PRICE	Project		
				CITY	TOTAL	
1	2181-080001	CLEARING AND GRUBBING	ACRE	\$ 2,500.00	17.2	\$ 43,000.00
2	2182-202601	EMBANKMENT-IN-PLACE, CONTRACTOR FINISH	CY	\$ 15.00	4560	\$ 68,400.00
3	2182-271007	EXCAVATION, CL. 3D, EDWY+BORROW	CY	\$ 18.00	43425	\$ 781,650.00
4	2183-450000	LOCATING TIE L&E	STA	\$ 360.00	11	\$ 3,960.00
5	2183-452005	TOPSOIL, FURNISH AND SPREAD	CY	\$ 15.00	14500	\$ 217,500.00
6	2187-083000	COMPACTION W/AGGREGATE DENSITY CONTROL	CY	\$ 1.00	56300	\$ 56,300.00
7	2189-242510	SPECIAL COMPACTION OF SUBGRADE	STA	\$ 1,000.00	74.75	\$ 74,750.00
8	2191-042705	FIELD FINISH, EARTH	STA	\$ 100.00	77.4	\$ 7,740.00
9	2193-745000	CHOKE STONE BASE	TON	\$ 80.00	200	\$ 16,000.00
10	2201-103305	STRCS-F PCD PAVT. CL. C CL. 3, 3"	SY	\$ 48.00	1800	\$ 86,400.00
11	2201-103306	STRCS-F PCD PAVT. CL. C CL. 3, 3"	SY	\$ 70.00	2450	\$ 171,500.00
12	2201-391122	PCD PAVT SAMPLE	LS	\$ 6,000.00	1	\$ 6,000.00
13	2201-700111	PAYMENT ADJ. INCENTIVE/DEDUCTIVE - THICKNESS	EACH	\$ 1.00	23360	\$ 23,360.00
14	2202-358001	GRANULAR SUBGRADE ON ROAD, CLASS A	TON	\$ 35.00	600	\$ 21,000.00
15	2202-358011	PAYMENT ADJ. INCENTIVE/DEDUCTIVE - SHOOTING	EACH	\$ 1.00	19470	\$ 19,470.00
16	2202-524550	REMOVAL OF EXISTING STRUCTURES	LS	\$ 120,000.00	1	\$ 120,000.00
17	2202-725000	EXCAVATION, CL. 20	CY	\$ 22.00	10110	\$ 222,420.00
18	2202-810000	STRUCTURAL CONCRETE (RCS CURB/VERT)	CY	\$ 850.00	789.2	\$ 673,620.00
19	2204-777500	REINFORCING STEEL	LB	\$ 1.00	124000	\$ 124,000.00
20	2210-010000	APPROX. CONC. 30"	EACH	\$ 3,000.00	3	\$ 9,000.00
21	2210-010005	APPROX. CONC. 36"	EACH	\$ 3,500.00	2	\$ 7,000.00
22	2210-010042	APPROX. CONC. 42"	EACH	\$ 4,000.00	2	\$ 8,000.00
23	2210-014048	MANHOLE, STORM SWR, SW-401, 48"	EACH	\$ 10,000.00	1	\$ 10,000.00
24	2210-014050	MANHOLE, STORM SWR, SW-403	EACH	\$ 10,000.00	2	\$ 20,000.00
25	2210-014049	MANHOLE, STORM SWR, SW-404	EACH	\$ 10,000.00	3	\$ 30,000.00
26	2210-014041	MANHOLE, STORM SWR, SW-404, MODIFIED	EACH	\$ 5,000.00	1	\$ 5,000.00
27	2210-025010	INTAKE, SW-501	EACH	\$ 2,500.00	11	\$ 27,500.00
28	2210-025020	INTAKE, SW-502	EACH	\$ 3,500.00	9	\$ 31,500.00
29	2210-025010	INTAKE, SW-502, MODIFIED	EACH	\$ 4,000.00	1	\$ 4,000.00
30	2210-025030	INTAKE, SW-503	EACH	\$ 4,000.00	8	\$ 32,000.00
31	2210-025040	INTAKE, SW-506	EACH	\$ 6,000.00	3	\$ 18,000.00
32	2210-025050	INTAKE, SW-507, MODIFIED	EACH	\$ 7,000.00	2	\$ 14,000.00
33	2210-025124	INTAKE, SW-512, 24"	EACH	\$ 2,500.00	5	\$ 12,500.00
34	2210-025130	INTAKE, SW-513	EACH	\$ 6,000.00	2	\$ 12,000.00
35	2210-025050	MANHOLE, MANHOLES, MAJOR	EACH	\$ 2,000.00	14	\$ 28,000.00
36	2210-025050	TRENCH, MAIN	LF	\$ 60.00	12	\$ 720.00
37	2210-025036	SUBDRAIN, LONGITUDINAL, (CHILD) 6"	LF	\$ 15.00	5465	\$ 81,975.00
38	2210-025181	SUBDRAIN, TILE, 12"	LF	\$ 20.00	300	\$ 6,000.00
39	2210-025181	SUBDRAIN, TILE, (6-18C)	EACH	\$ 350.00	20	\$ 7,000.00
40	2210-011424	STORM SWR, G-MAIN, TRENCHED, RCP 2000X24"	LF	\$ 80.00	298	\$ 23,840.00
41	2210-011429	STORM SWR, G-MAIN, TRENCHED, RCP 2000X30"	LF	\$ 130.00	134	\$ 17,420.00
42	2210-011428	STORM SWR, G-MAIN, TRENCHED, RCP 2000X36"	LF	\$ 140.00	241	\$ 33,840.00
43	2210-011424	STORM SWR, G-MAIN, TRENCHED, RCP 2000X42"	LF	\$ 155.00	114	\$ 17,670.00
44	2210-011436	STORM SWR, G-MAIN, TRENCHED, RCP 3000X36"	LF	\$ 140.00	200	\$ 28,000.00
45	2210-011437	STORM SWR, G-MAIN, TRENCHED, RCP 3750X12"	LF	\$ 67.00	213	\$ 14,151.00
46	2210-011437	STORM SWR, G-MAIN, TRENCHED, RCP 3750X15"	LF	\$ 75.00	815	\$ 61,125.00
47	2210-025036	RMV STORM SWR PIPE 18 3/4"	LF	\$ 30.00	825	\$ 24,750.00
48	2210-320005	FIREWALL FABRIC	SY	\$ 3.50	221	\$ 773.50
49	2210-400021	REVIEWMENT, CLASS B	TON	\$ 50.00	1000	\$ 50,000.00
50	2210-400042	REVIEWMENT, CLASS D	TON	\$ 60.00	180	\$ 10,800.00
51	2210-400061	REVIEWMENT, CLASS E	TON	\$ 80.00	100	\$ 8,000.00
52	2210-474389	RMV OF PAVT	SY	\$ 10.00	11700	\$ 117,000.00
53	2210-474389	RMV OF UTILITY ACCESS	EACH	\$ 600.00	6	\$ 3,600.00
54	2211-030000	REMOVAL OF RECREATIONAL TRAIL	SY	\$ 10.00	111.6	\$ 1,116.00
55	2211-032000	RECREATIONAL TRAIL, PCD, 6"	SY	\$ 42.00	3823.6	\$ 160,795.20
56	2211-700101	RETICULAR WARNING - CURB RAMP	SY	\$ 40.00	1368	\$ 54,720.00
57	2213-247000	RECREATIONAL TRAIL, PCD, 6"	SY	\$ 40.00	390	\$ 15,600.00
58	2213-247000	RECREATIONAL TRAIL, PCD, 6"	SY	\$ 10.00	1100	\$ 11,000.00
59	2218-491000	SAFETY CLOSURE	EACH	\$ 300.00	7	\$ 2,100.00
60	2218-100100	FENCE, CHAIN LINK, VINYL COATED	LF	\$ 25.00	214	\$ 5,350.00
61	2218-320000	FENCE, SAFETY	LF	\$ 10.00	330	\$ 3,300.00
62	2220-000100	TRAFFIC SIGNALIZATION	LS	\$ 10,000.00	1	\$ 10,000.00
63	2220-025036	CONSTRUCTION SURVEY	LS	\$ 50,000.00	1	\$ 50,000.00
64	2220-220100	PAINTED PAVT MARK, WATERBORNE/RESOLVENT	STA	\$ 25.00	87.83	\$ 2,195.75
65	2227-492137	PAINTED SYMBOLS	EACH	\$ 200.00	24	\$ 4,800.00
66	2227-492138	PAVEMENT MARKINGS, REMOVED	STA	\$ 230.00	3.68	\$ 842.40
67	2227-492139	SYMBOLS AND LEGENDS REMOVED	EACH	\$ 1,000.00	1	\$ 1,000.00
68	2228-244100	TRAFFIC CONTROL	LS	\$ 80,000.00	1	\$ 80,000.00
69	2233-480000	MOBILIZATION	LS	\$ 500,000.00	1	\$ 500,000.00
70	2254-011408	WATER MAIN, TRENCHED, (PVC) 8 IN.	LF	\$ 80.00	150	\$ 12,000.00
71	2254-021001	PIPE HYDRANT ASSEMBLY, W-801	EACH	\$ 6,000.00	3	\$ 18,000.00
72	2259-490005	RFA, 1/2" G-2 CONNECTION	EACH	\$ 3,000.00	3	\$ 9,000.00
73	2259-490005	INTAKE PROTECTION DEVICE, 12"	EACH	\$ 160.00	47	\$ 7,520.00
74	2259-490005	INTAKE, SW-502, 60" MODIFIED	EACH	\$ 10,000.00	1	\$ 10,000.00
75	2259-490005	INTAKE, SW-502, 60" MODIFIED	EACH	\$ 4,500.00	3	\$ 13,500.00
76	2259-490006	SUBDRAIN CLEANOUT	EACH	\$ 250.00	2	\$ 500.00
77	2259-490006	WEIR STONE, S.F. X 3.0' X 1.5'	LS	\$ 200.00	12	\$ 2,400.00
78	2259-490010	MAINTAIN POSTAL SERVICE	LS	\$ 6,000.00	1	\$ 6,000.00
79	2259-490010	RESIDENTIAL WASTE DISPOSAL AND RECYCLE	LS	\$ 10,000.00	1	\$ 10,000.00
80	2259-490010	SPRINKLER REMOVAL AND REPLACEMENT	LS	\$ 5,000.00	1	\$ 5,000.00
81	2259-490010	WATER MAIN, REPLACEMENT, AS PER PLAN	LS	\$ 10,000.00	1	\$ 10,000.00
82	2259-490020	GRANULAR SUBGRADE STABILIZATION	TON	\$ 25.00	1200	\$ 30,000.00
83	2259-490160	MIXING, WOOD GELLY, OSE FIBER	ACRE	\$ 1,000.00	24	\$ 24,000.00
84	2259-490443	SEED+FFERTILIZE (RURAL)	ACRE	\$ 3,000.00	10	\$ 30,000.00
85	2259-490444	SEED+FFERTILIZE (URBAN)	ACRE	\$ 2,000.00	6	\$ 12,000.00
86	2259-490445	SEEDING, SPECIAL AREAS	ACRE	\$ 4,000.00	0.5	\$ 2,000.00
87	2259-490910	SOODING	SY	\$ 40.00	392	\$ 15,680.00
88	2259-494210	STABILIZE DROP - SEED+FFERTILIZE	ACRE	\$ 500.00	12	\$ 6,000.00
89	2259-494210	WATERING FOR BOND	MGAL	\$ 65.00	210	\$ 13,650.00
90	2259-494210	MOBILIZATION FOR WATERING	EACH	\$ 600.00	5	\$ 3,000.00
91	2259-494311	TUBE REINFORCEMENT MAT, TYPE 1	SY	\$ 140.00	430	\$ 60,200.00
92	2259-490020	SILT FENCE	LF	\$ 2.00	12000	\$ 24,000.00
93	2259-490020	SILT FENCE-SLITCH CHECKS	LF	\$ 2.00	1000	\$ 2,000.00
94	2259-490021	FRM OF SILT FENCE, 4' @ 10' Faces for Ditch Class	LF	\$ 1.50	10000	\$ 15,000.00
95	2259-490021	MAINTENANCE OF SILT FENCE	LF	\$ 0.50	1000	\$ 500.00
96	2259-490031	PERIMETER AND SLOPE SFD, PROTECT. DEVICE, 12"	LF	\$ 3.50	7700	\$ 26,950.00
97	2259-490031	PERIMETER AND SLOPE SFD, PROTECT. DEVICE, 12"	LF	\$ 0.50	7700	\$ 3,850.00
98	2259-491010	MOBILIZATION, EROSION CONTROL	EACH	\$ 600.00	10	\$ 6,000.00
99	2259-491020	MOBILIZATION, EMERGENCY EROSION CONTROL	EACH	\$ 1,200.00	5	\$ 6,000.00
Subtotal Construction						\$ 6,648,332.26

Location Map



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

4(m)

DATE: April 6, 2015

ITEM:

Resolution - Accepting Work
2013 PCC Patching Program - Phase 2
MPS Engineers, P.C.

FINANCIAL IMPACT:

The total construction cost for the 2013 PCC Patching Program - Phase 2 was \$394,079.56 which was paid from budgeted Account No. 4235.75.820.6.7910. The original cost of the project was \$358,243.70. There were (3) Change Orders on the project that totaled \$35,835.86.

BACKGROUND:

MPS Engineers, P.C. was working under an agreement dated April 1, 2013, for construction services for the 2013 PCC Patching Program - Phase 2.

This project is Portland Cement Concrete (PCC) Patching at various locations including approximately 7,848 SF of PCC partial depth patching, 500 SY of reinforced 7" PCC full depth patching, 77 SY of reinforced 9" PCC full depth patching, PCC curb and gutter replacement, intake reconstruction, manhole adjustments, drives, sidewalks, traffic control, and other miscellaneous work.




RECOMMENDATION:

City Council Adopt:

- Resolution Accepting Work

Lead Staff Member: ^{MC} **Jeff Nash, P.E.** 

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)		SUBCOMMITTEE REVIEW (if applicable)		
Published In		Committee	Public Works	
Dates(s) Published		Date Reviewed	March 30, 2015	
		Recommendation	Yes	No
				Split

Resolution Accepting Work

WHEREAS, on April 1, 2013, the City Council entered into a contract with MPS Engineers, P.C. of Des Moines, Iowa, for the following described public improvement:

**2013 PCC Patching Program - Phase 2
0510-008-2013**

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 April 6, 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 \$394,079.56 as shown in said report.

PASSED AND APPROVED this 6th day of April, 2015.

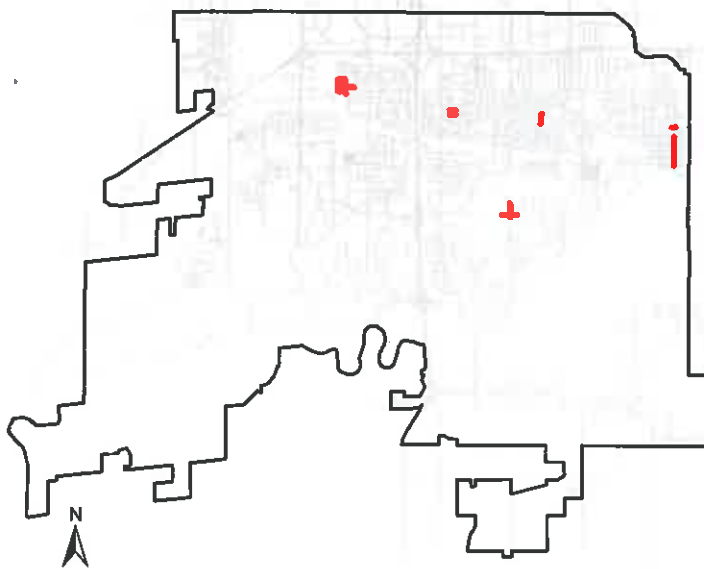
Steven K. Gaer, Mayor

ATTEST:

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: **2013 P.C.C. PATCHING PROGRAM PH. II**
PROJECT NO. 0510-008-2013

LOCATION: **VARIOUS LOCATIONS**

DRAWN BY: REF

DATE: 3/05/2013

SHT. 1 OF 1

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

ITEM:

DATE: April 06, 2015

Resolution approving a three (3) year continuation of a 28E Agreement between the City of West Des Moines and the West Des Moines Community School District for the Youth Justice Initiative ("YJI") Program.

FINANCIAL IMPACT:

The City will pay 25% of the cost of the program for 2014-2015, which equals \$25,926.00. The City will also pay \$25,926.00 in 2015-2016 and in 2016-2017, unless the City approves a timely budget increase request initiated by the Consultant, Claudia Henning through the Chief of Police.

BACKGROUND:

The resolution approves and authorizes the execution of a 28E agreement with the West Des Moines School District to assign responsibilities for the YJI program and to cooperate in funding the YJI for 2014-2015, 2015-2016, and 2016-2017. This program services youth identified by the program within the City and the School District and provides restorative justice services. The program is housed and administered through the West Des Moines Police Department. The City contracts for a coordinator to run the project. Under the agreement, the City would pay for 25% (\$25,926.00) of the cost of the program, and the School District will pay for 75% (\$77,778.00) of the cost of the program with an At-Risk Allowable Growth Grant. The City and School budget for 2014-2015 equals \$103,704.00, and will remain the same for the following two (2) fiscal years unless and until the Consultant timely requests a budget increase, which would then have to be approved by the City and School.

OUTSTANDING ISSUES (if any): None

RECOMMENDATION:

Approve the 28E Agreement to continue the City's relationship with the West Des Moines Community School District for the Youth Justice Initiative through June 30, 2017.

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

STAFF REVIEWS

Department Director	Shaun E. LaDue, Chief of Police
Appropriations/Finance	<i>[Signature]</i>
Legal	Richard Scieszinski, City Attorney
Agenda Acceptance	<i>RTJ</i>

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Safety		
Date Reviewed	April 03, 2015		
Recommendation	Yes		

**RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A
CHAPTER 28E AGREEMENT BY AND BETWEEN THE CITY OF
WEST DES MOINES AND WEST DES MOINES COMMUNITY SCHOOL DISTRICT FOR THE
YOUTH JUSTICE INITIATIVE PROGRAM**

WHEREAS, the City of West Des Moines (West Des Moines) and the West Des Moines Community School District desire to continue their agreement for the Youth Justice Initiative Program to provide restorative justice services for youth in the West Des Moines School District and City; and

WHEREAS, their agreement defines the responsibilities and financial obligations of the parties in order to provide this program; and

WHEREAS, it is in the best interest of the community to continue to support this program; and

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

1. The Agreement for the Youth Justice Initiative between the City of West Des Moines and the West Des Moines Community School District is hereby approved.
2. The Mayor is authorized to sign the 28E Agreement for the Youth Justice Initiative and the City Clerk is directed to attest to the Mayor's signature on the Agreement.

PASSED AND APPROVED this 6th day of April, 2015.

ATTEST:

Steven K. Gaer, Mayor

Ryan T. Jacobson
City Clerk

Prepared by: Jason B. Wittgraf, Assistant City Attorney, PO Box 65320, West Des Moines, IA 50265-0320 (515) 222-3613
Return to: City Clerk, City of West Des Moines, PO Box 65320, West Des Moines, IA 50265-0320

SPACE ABOVE THIS LINE FOR RECORDER

**West Des Moines Community School District
City of West Des Moines, Iowa
Youth Justice Initiative Chapter 28E Agreement**

This agreement for the Youth Justice Initiative (“YJI”) is entered into between the West Des Moines Community School District (“School”) and the City of West Des Moines (“City”).

WHEREAS, the School and City have established a relationship for the YJI through the West Des Moines Community School District and the West Des Moines Police Department. The YJI provides a restorative justice program for youth who have committed criminal offenses.

NOW, THEREFORE, BE IT REMEMBERED that in consideration of the mutual promises, covenants, and considerations herein contained and for the benefit of the public, the School and City have entered into the following agreement pursuant to Chapter 28E of the Code of Iowa as set out herein:

I. PURPOSE

The purpose of this Agreement is to provide a restorative justice process by the West Des Moines Police Department Youth Justice Initiative to serve youth as identified by YJI protocol; to provide for the payments for these services; and to assign responsibilities amongst the parties to this Agreement for delivery of this program. This Agreement is a voluntary undertaking of the parties. It is not the intent of the City or School to create a new legal entity by this Agreement.

II. DURATION

1. This Agreement shall be approved by the respective governing bodies of the City and School. Said approval shall be by resolution. Said resolution shall authorize the Mayor and President of the Board of Education to execute this Agreement on behalf of those parties. Upon approval by each party, as provided herein, the Agreement shall be filed with the Secretary of State of Iowa. The Agreement will be in effect upon the completion of such filings.

2. Unless otherwise extended or amended by agreement of the parties, this Agreement commenced on July 1, 2014, and will expire on June 30, 2017.

III. ADMINISTRATOR

No separate entity is created by the Agreement. Pursuant to Iowa Code Section 28E.6, the West Des Moines Chief of Police shall be the administrator of this agreement and the YJI program.

IV. SERVICES AND RESPONSIBILITY

1. The YJI program shall be primarily housed and administered out of the West Des Moines Law Enforcement Center at 250 Mills Civic Parkway. Working and meeting space for the coordinator and any equipment deemed necessary for the success of the program shall be supplied by the West Des Moines Police Department.
2. The City will contract for YJI services with a program coordinator and the City will be responsible for the oversight of the contract. The YJI coordinator will manage and direct the program. The coordinator shall be responsible for the satisfactory administration of the program and the monitoring of juvenile offenders who are accepted into the program. The program coordinator shall be responsible for the contracting for additional services, if needed, and supervising any such contracts.
3. The duties of all YJI personnel shall be set forth in their respective service contracts which are incorporated herein by reference. Any substantive changes to these service contracts shall be pre-approved by the Chief of Police and the Chief Financial Officer for the School.
4. The YJI program coordinator shall create and maintain case files on all juveniles accepted into the program, whether or not they successfully complete the program. On a bi-annual basis, the coordinator shall also distribute an analysis report on program activity and case progress and status of involved juveniles. All records and files relating to the YJI program shall be physically stored and maintained at the West Des Moines Law Enforcement Center. The City in conjunction with the police department shall document, track, and report all financial transactions relating to YJI.
5. The YJI coordinator will provide consultation to the School should the School desire to implement and/or expand restorative justice services within the district.

V. FINANCIAL AGREEMENT

1. The School, through the At-Risk Allowable Growth Grant, will be responsible for seventy-five percent (75%) of the budgeted amount of \$103,704.00 for the Youth Justice Initiative program in the fiscal years of 2014-2015, 2015-2016, and 2016-2017. The City will be responsible for twenty-five percent (25%) of the budgeted amount. It shall be the responsibility of the YJI coordinator to submit any requests for budget increases to the City and School by September 30 of any given year. If

approved by the City and School, then the budget increase would be included in the next fiscal year budget. For purposes of this Agreement, the School and City acknowledge that there may supplemental funding in addition to the budgeted amount from outside sources, which shall be determined on a yearly basis.

2. On or about July 1 of each year, the City will remit to the School twenty-five percent (25%) of the budgeted amount (\$25,926.00) and on or about August 1 of each year, the School will remit to the City one-hundred percent (100%) of the budget (\$103,704.00). The City will then use these funds to pay the costs and expenses for the YJI program for the fiscal year.
3. The City in conjunction with the police department will maintain all financial records relating to revenue and expenditures of the program. On or about September 30 of each year, the City will provide the School with a financial recap of the program (a summary of revenues versus expenditures). Should there be any excess revenues, the City will remit to the School seventy-five percent (75%) of those funds. Inversely, should there be any shortfall, the City will bill the School for seventy-five (75%) of those expenses.

VI. CANCELLATION OR MODIFICATION OF THE AGREEMENT

1. This Agreement may be cancelled by either party by giving sixty (60) days written notice before the end of a fiscal year. All notices under this Agreement shall be in writing and are deemed as given when deposited in the United States mail.

Notices to the City shall be addressed to Chief of Police, City of West Des Moines, P.O. Box 65320, 250 Mills Civic Parkway, West Des Moines, Iowa 50265-0320.

Notices to School shall be addressed to Superintendent of Schools, West Des Moines Community Schools, 3550 Mills Civic Parkway, West Des Moines, Iowa 50265-5556.

If during the term of this Agreement either party shall change the address of the above contact persons, it shall notify the other of said new address.

2. This Agreement may be supplemented, amended, or revised by mutual agreement of the parties after approval by their respective governing bodies.

VII. INDEMNIFICATION

To the extent authorized by law, each party agrees to indemnify and to hold the other party, its elected officers, agents, employees, successors, and assigns, harmless from and against all claims, demands, actions and/or causes of actions, judgments, settlements, or other costs, including reasonable attorney's fees, which the party, its successors and assigns, may incur or sustain a) by reason of the indemnifying party's breach of this Agreement or failure to legally or timely meet the responsibilities imposed herein, or b) by reason of the torts of the indemnifying party.

WEST DES MOINES
COMMUNITY SCHOOL DISTRICT

CITY OF WEST DES MOINES, IOWA

By _____
Board President

By _____
Steven K. Gaer, Mayor

ATTEST:

ATTEST:

Board Secretary

Ryan Jacobson, City Clerk

CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

ITEM: Determining the Necessity and Setting Dates of Consultation Meeting and Public Hearing– Amendment #3 to Westown V Urban Renewal Area – City-initiated **DATE:** April 6, 2015

RESOLUTION: Determine the Necessity and Establish Consultation Meeting and Public Hearing – Urban Renewal Plan –Amendment #3 to Westown V

FINANCIAL IMPACT: The amendment to the Westown V Urban Renewal Plan adds an economic development grant of \$1.2- \$2 million for HyVee’s 155,000 square foot addition to its existing headquarters building and conference center located on Westown Parkway. In addition, the Plan amendment would increase the amount of money allowed for other economic development grants from \$400,000 to \$3,000,000; and add public improvement projects, consisting of turn lanes, lane widenings, and island modifications, which would total approximately \$2,500,000. The existing public improvements and development agreement already listed in the Plan equal \$7,375,000, for a total of \$14,875,000. These costs will be funded by incremental property tax revenues generated by properties within the Westown V Urban Renewal Area.


BACKGROUND: Staff has initiated the process to amend the Westown V Urban Renewal Area regarding economic development grants and to add additional public improvements to the Plan. The Iowa Economic Development Authority (IEDA) has approved \$7.5 million in financial assistance for HyVee’s office and conference center addition. A 5 year tax rebate on a sliding scale (first year = 75% refund; second year = 60% refund; third year = 45% refund; fourth year = 30% refund; fifth year = 15% refund) is the required local match. This is a typical match for this IEDA program, and equals more than the amount currently allowed for an economic development grant (\$400,000) by the Westown V Urban Renewal Plan. Staff estimates that the tax rebate will total approximately \$1.2- \$2 million.

The Amendment also changes the maximum amount for future economic development grants from \$400,000 to \$3,000,000, based upon the fact that the last two development agreements the City has approved have close \$1,000,000 and have required that the Urban Renewal Plan be amended. Lastly, staff reviewed the area for any potential public improvement projects and suggests that projects pertaining to turn lanes, lane widenings, and island modifications be added to the Plan.




Per the Code of Iowa, the first step in the process to amend a new 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. Staff is proposing the consultation meeting date be set for April 15, 2015 The public hearing is proposed to be set for the May 4, 2015 City Council meeting.

OUTSTANDING ISSUES: There are no outstanding issues.

RECOMMENDATION: Staff recommends the City Council approve a resolution setting April 15, 2015 as the date for a consultation meeting for the Westown V Urban Renewal Plan; setting May 4, 2015 as the public hearing date for the Westown V Urban Renewal Plan; and forwarding the Westown V Urban Renewal Plan to the Plan and Zoning Commission to review its conformity with the Comprehensive Plan.

Lead Staff Member: Naomi Hamlett, AICP, Planner 

STAFF REVIEWS

Department Director	Clyde Evans, Community and Economic Development Department 
Appropriations/Finance	
Legal	
Agenda Acceptance	

PUBLICATION(S) (if applicable)

Published In	NA
Date(s) Published	NA
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 - Resolution

Exhibit I - Proposed Westown V Urban Renewal Plan Amendment #3

ATTACHMENT I

April 6, 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 5:30 P.M., on the above date. There were present Mayor _____, in the chair, and the following named Council Members:

Absent: _____

Council Member _____ then introduced the following proposed Resolution entitled "RESOLUTION SETTING DATES OF A CONSULTATION AND A PUBLIC HEARING ON A PROPOSED AMENDMENT NO. 3 TO THE WESTOWN V URBAN RENEWAL PLAN IN THE CITY OF WEST DES MOINES, STATE OF IOWA", 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 SETTING DATES OF A CONSULTATION
AND A PUBLIC HEARING ON A PROPOSED AMENDMENT
NO. 3 TO THE WESTOWN V URBAN RENEWAL PLAN IN
THE CITY OF WEST DES MOINES, STATE OF IOWA

WHEREAS, by Resolution No. 09-11-02-08, adopted November 2, 2009, 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 Westown V Urban Renewal Plan (the "Plan") for the Westown V Urban Renewal Plan Area (the "Urban Renewal Area" or "Area") described therein, which Plan is on file in the office of the Recorder of Polk County; and

WHEREAS, by Resolution No. 12-11-12-10, adopted November 12, 2012, this City Council approved and adopted an Amendment No. 1 to the Plan (no land was added); and

WHEREAS, by Resolution No. 14-09-22-12, adopted September 22, 2014, this City Council approved and adopted an Amendment No. 2 to the Plan (no land was added); and

WHEREAS, the Urban Renewal Area includes and consists of:

ORIGINAL AREA

Beginning at the Northwest corner of the intersection of Jordan Creek Parkway and University Avenue in the City of West Des Moines, Iowa; thence East along the north right-of-way line of said University Avenue to the west right-of-way line of Interstates 35/80; thence South along said west right-of-way line of Interstates 35/80 to the North right-of-way line of Interstate 80; thence West along said north right-of-way line of Interstate 80 to the west right-of-way line of Jordan Creek Parkway; thence north along said west right-of-way line of Jordan Creek Parkway to the point of beginning; and including all adjacent streets and public right of way; and

WHEREAS, City staff has caused there to be prepared a form of Amendment No. 3 to the Plan ("Amendment No. 3" or "Amendment"), a copy of which has been placed on file for public inspection in the office of the City Clerk and which is incorporated herein by reference, the purpose of which is to add and/or confirm the list of proposed projects to be undertaken within the Urban Renewal Area; and

WHEREAS, it is desirable that these areas be redeveloped as part of the overall redevelopment area covered by the Amendment; and

WHEREAS, this proposed Amendment No. 3 to the Urban Renewal Plan adds no new land; and

WHEREAS, the Iowa statutes require the City Council to notify all affected taxing entities of the consideration being given to the proposed Amendment No. 3 to the Westown V Urban Renewal Plan and to hold a consultation with such taxing entities with respect thereto, and further provides that the designated representative of each affected taxing entity may attend the consultation and make written recommendations for modifications to the proposed division of revenue included as a part thereof, to which the City shall submit written responses as provided in Section 403.5, as amended; and

WHEREAS, the Iowa statutes further require the City Council to hold a public hearing on the proposed Amendment No. 3 to the Westown V Urban Renewal Plan subsequent to notice thereof by publication in a newspaper having general circulation within the City, which notice shall describe the time, date, place and purpose of the hearing, shall generally identify the urban renewal area covered by the Amendment and shall outline the general scope of the urban renewal project under consideration, with a copy of the notice also being mailed to each affected taxing entity.

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

Section 1. That the consultation on the proposed Amendment No. 3 to the Westown V Urban Renewal Plan required by Section 403.5(2) of the Code of Iowa, as amended, shall be held on the 15th day of April, 2015, in the Council Chambers, City Hall, 4200 Mills Civic Parkway, West Des Moines, Iowa, at 10:00 A.M., and the City Clerk, or his delegate, is hereby appointed to serve as the designated representative of the City for purposes of conducting the consultation, receiving any recommendations that may be made with respect thereto and responding to the same in accordance with Section 403.5(2).

Section 2. That the City Clerk is authorized and directed to cause a notice of such consultation to be sent by regular mail to all affected taxing entities, as defined in Section 403.17(1), along with a copy of this Resolution and the proposed Amendment No. 3 to the Westown V Urban Renewal Plan, the notice to be in substantially the following form:

NOTICE OF A CONSULTATION TO BE HELD BETWEEN
THE CITY OF WEST DES MOINES, STATE OF IOWA AND
ALL AFFECTED TAXING ENTITIES CONCERNING THE
PROPOSED AMENDMENT NO. 3 TO THE WESTOWN V
URBAN RENEWAL PLAN FOR THE CITY OF WEST DES
MOINES, STATE OF IOWA

The City of West Des Moines, State of Iowa will hold a consultation with all affected taxing entities, as defined in Section 403.17(1) of the Code of Iowa, as amended, commencing at 10:00 A.M. on April 15, 2015, in the Council Chambers, City Hall, 4200 Mills Civic Parkway, West Des Moines, Iowa concerning a proposed Amendment No. 3 to the Westtown V Urban Renewal Plan, a copy of which is attached hereto.

Each affected taxing entity may appoint a representative to attend the consultation. The consultation may include a discussion of the estimated growth in valuation of taxable property included in the proposed Urban Renewal Area, the fiscal impact of the division of revenue on the affected taxing entities, the estimated impact on the provision of services by each of the affected taxing entities in the proposed Urban Renewal Area, and the duration of any bond issuance included in the Amendment.

The designated representative of any affected taxing entity may make written recommendations for modifications to the proposed division of revenue no later than seven days following the date of the consultation. The City Clerk, or his delegate, as the designated representative of the City of West Des Moines, State of Iowa, shall submit a written response to the affected taxing entity, no later than seven days prior to the public hearing on the proposed Amendment No. 3 to the Westtown V Urban Renewal Plan, addressing any recommendations made by that entity for modification to the proposed division of revenue.

This notice is given by order of the City Council of the City of West Des Moines, State of Iowa, as provided by Section 403.5 of the Code of Iowa, as amended.

Dated this _____ day of _____, 2015.

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

(End of Notice)

Section 3. That a public hearing shall be held on the proposed Amendment No. 3 to the Westown V Urban Renewal Plan before the City Council at its meeting which commences at 5:35 P.M. on May 4, 2015, in the Council Chambers, City Hall, 4200 Mills Civic Parkway, West Des Moines, Iowa.

Section 4. That the City Clerk is authorized and directed to publish notice of this public hearing in the Des Moines Register, once on a date not less than four (4) nor more than twenty (20) days before the date of the public hearing, and to mail a copy of the notice by ordinary mail to each affected taxing entity, such notice in each case to be in substantially the following form:

(One publication required)

NOTICE OF PUBLIC HEARING TO CONSIDER APPROVAL
OF A PROPOSED AMENDMENT NO. 3 TO THE WESTOWN
V URBAN RENEWAL PLAN FOR AN URBAN RENEWAL
AREA IN THE CITY OF WEST DES MOINES, STATE OF
IOWA

The City Council of the City of West Des Moines, State of Iowa, will hold a public hearing before itself at its meeting which commences at 5:35 P.M. on May 4, 2015 in the Council Chambers, City Hall, 4200 Mills Civic Parkway, West Des Moines, Iowa, to consider adoption of a proposed Amendment No. 3 to the Westtown V Urban Renewal Plan (the "Amendment") concerning an Urban Renewal Area in the City of West Des Moines, State of Iowa, legally described as follow:

ORIGINAL AREA

Beginning at the Northwest corner of the intersection of Jordan Creek Parkway and University Avenue in the City of West Des Moines, Iowa; thence East along the north right-of-way line of said University Avenue to the west right-of-way line of Interstates 35/80; thence South along said west right-of-way line of Interstates 35/80 to the North right-of-way line of Interstate 80; thence West along said north right-of-way line of Interstate 80 to the west right-of-way line of Jordan Creek Parkway; thence north along said west right-of-way line of Jordan Creek Parkway to the point of beginning; and including all adjacent streets and public right of way.

A copy of the Amendment is on file for public inspection in the office of the City Clerk, City Hall, City of West Des Moines, Iowa.

The City of West Des Moines, State of Iowa is the local public agency which, if such Amendment is approved, shall undertake the urban renewal activities described in such Amendment.

The general scope of the urban renewal activities under consideration in the Amendment is to promote the growth and retention of qualified industries and businesses in the Urban Renewal Area through various public purpose and special financing activities outlined in the Amendment. To accomplish the objectives of the Amendment, and to encourage the further economic development of the Urban Renewal Area, the Amendment provides that such special financing activities may include, but not be limited to, the making of loans or grants of public funds to private entities under Chapter 15A of the Code of Iowa. The City also may reimburse or directly undertake the installation, construction and reconstruction of substantial public improvements, including, but not limited to, streets, utilities, sewers, bridges, railroad crossings, bike trails, traffic signals and signage, turn lanes, median improvements or other public improvements. The City also may acquire and make land available for development or redevelopment by private enterprise as authorized by law. The Amendment provides that the

City may issue bonds or use available funds for purposes allowed by the Plan, as amended, and that tax increment reimbursement of the costs of urban renewal projects may be sought if and to the extent incurred by the City. The Amendment initially proposes specific public infrastructure or site improvements to be undertaken by the City as well as development agreements, and provides that the Amendment may be amended from time to time.

The proposed Amendment No. 3 would add and/or confirm the list of proposed projects to be undertaken within the Urban Renewal Area. The proposed Amendment adds no new land. Other provisions of the Plan not affected by the Amendment would remain in full force and effect.

Any person or organization desiring to be heard shall be afforded an opportunity to be heard at such hearing.

This notice is given by order of the City Council of the City of West Des Moines, State of Iowa, as provided by Section 403.5 of the Code of Iowa.

Dated this _____ day of _____, 2015.

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

(End of Notice)

Section 5. That the proposed Amendment No. 3 to the Westtown V Urban Renewal Plan, attached hereto as Exhibit 1, for the proposed Urban Renewal Area described therein is hereby officially declared to be the proposed Amendment No. 3 to the Westtown V Urban Renewal Plan referred to in the notices for purposes of such consultation and hearing and that a copy of the Amendment shall be placed on file in the office of the City Clerk.

PASSED AND APPROVED this 6th day of April, 2015.

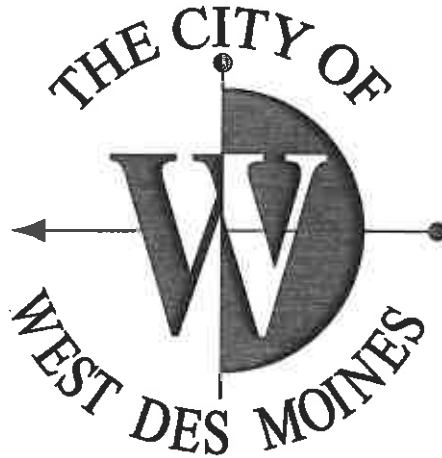
Mayor

ATTEST:

City Clerk

Label the Amendment as Exhibit 1 (with all exhibits) and attach it to this Resolution.

EXHIBIT I



AMENDMENT NO. 3

to

**WESTOWN V
URBAN RENEWAL PLAN**

City of West Des Moines, Iowa

Original Area Adopted – 2009

Amendment No. 1 – 2012

Amendment No. 2 – 2014

Amendment No. 3 - 2015

TABLE OF CONTENTS

	PAGE
I. Introduction	1
II. Area Designation	1
III. Base Value	1
IV. Description of Area	1
V. Plan Objectives	1
VI. Types of Renewal Activities	2
VII. Previous Urban Renewal Projects	2
VIII. Proposed Urban Renewal Projects	3
IX. Financial Data	5
X. Property Acquisition/Disposition/Development Agreements	5
XI. Land Uses and Development Plan	5
XII. Urban Renewal Financing	6
XIII. Relocation	7
XIV. Urban Renewal Plan Amendments	7
XV. Effective Period	7
XVI. Repealer	7
XVII. Severability Clause	7
Exhibits:	
Exhibit A - Legal Description of Plan Area	8
Exhibit B - Map	9

AMENDMENT NO. 3
to
WESTOWN V
URBAN RENEWAL PLAN
CITY OF WEST DES MOINES, IOWA

I. INTRODUCTION

The **Westown V** Urban Renewal Plan ("Plan" or "Urban Renewal Plan") for the **Westown V** Urban Renewal Area ("Area" or "Urban Renewal Area"), originally adopted in 2009, was amended in 2012 (Amendment No. 1), in 2014 (Amendment No. 2) and is now being further amended by this Amendment No. 3 to **Westown V** Urban Renewal Plan ("Amendment No. 3" or "Amendment") to add and/or confirm the list of proposed projects to be undertaken within the Urban Renewal Area. No land is being added to the Area by this Amendment.

Except as modified by this Amendment, the provisions of the original **Westown V** Urban Renewal Plan, as previously amended, 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.

II. 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.

III. BASE VALUE

No change is being made to the boundaries of the Original Area by this Amendment. The Area has a frozen base value that has already been established and that is not being changed by this Amendment.

IV. DESCRIPTION OF AREA

Even though no land is being added by this Amendment, for convenience the legal description of the Area is set out in Exhibit A. A map of the Area is set out in Exhibit B.

V. PLAN OBJECTIVES

The objectives of the Plan continue. Generally, the objectives of this Plan are land acquisition, development, construction, re-construction, and expansion of streets, existing or proposed, within the Urban Renewal Area, and any associated utilities and sewers,

bridges, railroad crossings, bike trails, traffic signals and signage, turn lanes, median improvements, etc. In addition, projects that increase the tax base and employment are encouraged.

VI. TYPES OF RENEWAL ACTIVITIES

The types of renewal activities previously described continue.

VII. PREVIOUS URBAN RENEWAL PROJECTS

The following Urban Renewal Projects were previously authorized prior and are completed or continuing. Such projects include:

A. Public Improvements:

Project	Estimated Project Date	Not to exceed	Rationale
Undergrounding of electrical power lines near 59 th Place and 60 th Street	completed in 2010	\$450,000	Utility improvements to promote commercial development
Undergrounding of electrical utilities along or adjacent to public streets (e.g. 59 th Street, 60 th Street, Jordan Creek Parkway and the south side of University Avenue) within the Westown V Urban Renewal area	2014-2020	\$3,000,000	Utility improvements to promote commercial development
Traffic signalization at intersections (e.g. 71 st and University; Driveway midway between 68 th and 60 th and University; 71 st and Westown; 68 th and Westown; Lake and Westown; Methodist and Westown; Farm Bureau and Westown)	Once an engineering study concludes that signalization is warranted based on traffic volumes, crash data, and development activity	\$2,000,000	Smooth traffic flow, which is managed in part through proper signalization is a major consideration in economic development decisions. As this area continues to develop, acceptable traffic service levels need to be maintained.

Northbound right turn lane at Jordan Creek and Westown	2017-2022	\$500,000	Smooth traffic flow, which is managed in part through turn lanes, islands, and proper site distance is a major consideration in economic development decisions. As this area continues to develop, acceptable traffic service levels need to be maintained.
Eastbound right turn lane at 60 th and University	Once an engineering study concludes that additional capacity is justified, based on delay	\$500,000	
Lengthen existing northbound left turn lane at 60 th and University	Once an engineering study concludes that additional storage is justified, based on queuing	\$125,000	
Island modifications on north leg of 60 th and Westown to improve left turn visibility	Once an engineering study concludes that modifications are warranted, based on crashes	\$100,000	

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. Development Agreements:

1) Economic development incentives to attract a business to West Des Moines. Ryan Companies US, Inc. is constructing an approximately 50,000 square foot building for Merchant's Bonding which will house Merchant's Bonding's operations and employees. The incentives to Ryan Companies and/or the tenant will be in the form of incremental property tax rebates or other incentives necessary to stimulate development of this property. The costs of such Development Agreement to be funded by tax increment will range between \$500,000-\$700,000.

VIII. PROPOSED URBAN RENEWAL PROJECTS (Amendment No. 3)

Although certain project activities may occur over a period of years, in addition to the projects previously proposed in the Westown V Urban Renewal Plan, the Proposed Urban Renewal Projects under this Amendment include:

A. Public Improvements:

Project	Estimated Project Date	Not to exceed	Rationale
At 60 th & Westown, add eastbound right-turn lane and widen Westown Parkway to provide for westbound dual left-turn lanes. Modify island on the east leg to lengthen the westbound left-turn storage. Add northbound right-turn lane.	Once an engineering study concludes that additional capacity is justified, based on delay.	\$2,000,000	Smooth traffic flow, which is managed in part through turn lanes, islands, and proper site distance is a major consideration in economic development decisions. As this area continues to develop, acceptable traffic service levels need to be maintained.
At Lake Drive and Westown Parkway, a northbound left turn lane.	Once an engineering study concludes that additional capacity is justified, based on delay.	\$500,000	

B. Development Agreements:

- 1) Economic development incentive for a business in West Des Moines. HyVee plans to construct an approximately \$4.5 million addition to their existing conference center and a \$13.8 million addition to their existing office space. These improvements are expected to create 102 new jobs, which qualify for financial assistance from the Iowa Economic Development Authority. In order to be eligible for these funds, the City is required to provide a local match. The local incentive to HyVee is expected to be in the form of an incremental property tax rebate. The costs of such a Development Agreement to be funded by tax increment will range between approximately \$1.2 million - \$2 million. Actual expense could change due to a variety of factors, including but not limited to changes in tax levies or rates, changes in tax laws, changes in assessed values, and other factors.
- 2) *Future Development Agreements:* The City expects to consider requests for other Development Agreements for projects that are consistent with this Plan, in the City's sole discretion. Such Agreements are unknown at this time, but based on past history, and dependent on development opportunities and climate, the City expects to consider a broad range of incentives as authorized by this Plan, including but not limited to land, loans, grants, tax rebates, infrastructure assistance and other incentives. The costs of such Development Agreements will not exceed \$3,000,000.

IX. FINANCIAL DATA

1.	July 1, 2014 constitutional debt limit:	\$305,500,079
2.	Outstanding general obligation debt as of May 7, 2015:	\$125,540,601
3.	A specific amount of debt to be incurred for the Previous and Proposed Urban Renewal Projects ("Projects") has not yet been determined. This document is for planning purposes only. The Projects authorized in this Amendment are only proposed projects at this time. At no time will the City exceed its constitutional debt limit. The City Council will consider each Project proposal on a case-by-case basis to determine if it is consistent with the Plan and in the City's best interest to participate in the Project before approving a Project. These Projects will commence and be concluded over a number of years. It is further expected that such indebtedness, including interest on the same, will 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 Proposed Urban Renewal Projects as described above will be approximately as stated in the next column:	\$14,875,000 This total does not include financing costs related to debt issuance.

X. PROPERTY ACQUISITION/DISPOSITION/DEVELOPMENT AGREEMENTS

Notwithstanding prior plan provisions, the City will follow any and all applicable requirements for the acquisition and disposition of property upon terms and conditions in the discretion of the City Council.

Notwithstanding prior plan provisions, the City will enter into development agreements and other agreements with developers upon terms and conditions in the discretion of the City Council.

XI. LAND USES AND DEVELOPMENT PLAN

The Area is currently planned for the following land uses:

- Support Commercial
- Office

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.

The need for improved traffic, public transportation, public utilities, recreational and community facilities, or other public improvements within the Urban Renewal Area is set forth in this Plan, as amended.

XII. URBAN RENEWAL FINANCING

The City of West Des Moines intends to utilize various financing tools such as those described below to successfully undertake the proposed urban renewal actions. The City of West Des Moines has the statutory authority to use a variety of tools to finance physical improvements within the Areas. These include:

A. Tax Increment Financing

Under Section 403.19 of the Iowa Code, urban renewal areas may utilize the tax increment financing mechanism to finance the costs of public improvements associated with redevelopment projects. Upon creation of a tax increment district within the Area, by ordinance, the assessment base is frozen and the amount of tax revenue available from taxes paid on the difference between the frozen base and the increased value, if any, is segregated into a separate fund for the use by the City to pay costs of the eligible urban renewal projects. The increased taxes generated by any new development, above the base value, are distributed to the taxing entities, if not requested by the City.

B. General Obligation Bonds

Under Division III of Chapter 384 and Chapter 403 of the Iowa Code, the City has the authority to issue and sell general obligation bonds for specified essential and general corporate purposes, including the acquisition and construction of certain public improvements within the Area. Such bonds are payable from the levy of unlimited ad valorem taxes on all the taxable property within the City of West Des Moines. It may be the City will elect to abate some or all of the debt service on these bonds with incremental taxes from this Area.

The City may also determine to use tax increment financing to provide incentives such as cash grants, loans, tax rebates or other incentives to developers in connection with the commercial or industrial development. In addition, the City may determine to issue general obligation bonds, tax increment revenue bonds or such other obligations, or loan agreements for the purpose of making loans or grants of public funds to private businesses located in the Areas. Alternatively, the City may determine to use available funds for making such loans or grants. In any event, the City may determine to use tax increment financing to reimburse the City for any obligations or advances.

Nothing herein shall be construed as a limitation on the power of the City to exercise any lawful power granted to the City under Chapter 15, Chapter 15A, Chapter 403, Chapter

427B, or any other provision of the Code of Iowa in furtherance of the objectives of this Urban Renewal Plan.

XIII. RELOCATION

The City does not expect there to be any relocation required as part of the eligible urban renewal projects; however, if any relocation is necessary, the City will follow all applicable relocation requirements.

XIV. URBAN RENEWAL PLAN AMENDMENTS

The **Westown V** 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.

XV. EFFECTIVE PERIOD

This Urban Renewal Plan Amendment No. 3 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 consistent with Chapter 403 of the Iowa Code. The time period for the division of previously adopted of not-to-exceed fifteen (15) years fiscal years of collection is unchanged.

XVI. REPEALER

Any parts of the previous Plan, as previously amended, in conflict with this Amendment are hereby repealed.

XVII. 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.

EXHIBIT A

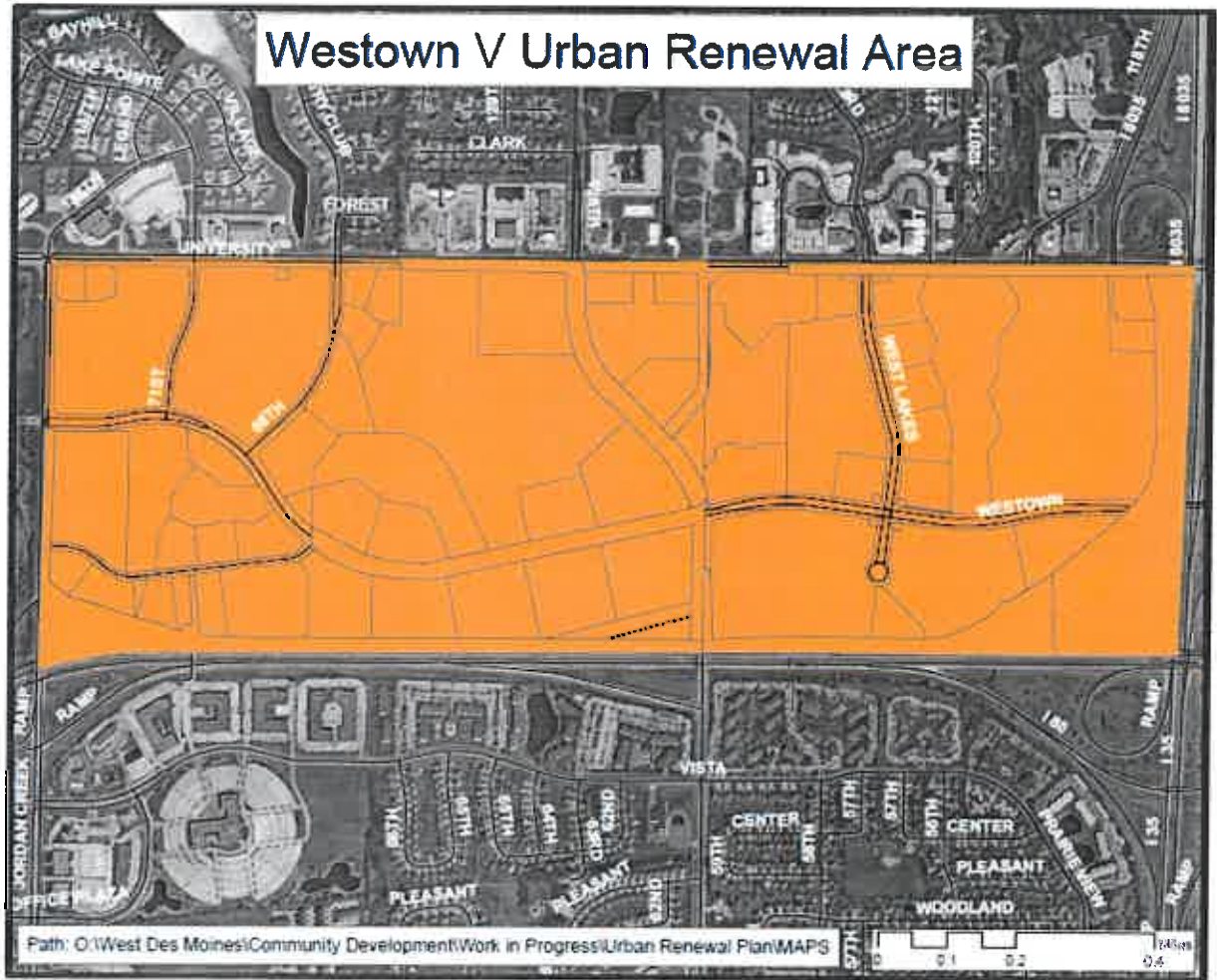
LEGAL DESCRIPTION

WESTOWN V URBAN RENEWAL PLAN AREA

The Project Area consists of the land area described as follows:

Beginning at the Northwest corner of the intersection of Jordan Creek Parkway and University Avenue in the City of West Des Moines, Iowa; thence East along the north right-of-way line of said University Avenue to the west right-of-way line of Interstates 35/80; thence South along said west right-of-way line of Interstates 35/80 to the North right-of-way line of Interstate 80; thence West along said north right-of-way line of Interstate 80 to the west right-of-way line of Jordan Creek Parkway; thence north along said west right-of-way line of Jordan Creek Parkway to the point of beginning; and including all adjacent streets and public right of way.

EXHIBIT B



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

ITEM: Approval of Iowa Economic Development Authority (IEDA) **DATE:** April 6, 2015
Financial Assistance High Quality Jobs Program Application – FunnelWise

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

FINANCIAL IMPACT: The City’s required match for IEDA financial assistance results in a \$30,000 loan at 0%, half of which is forgivable. These funds will come out of Account #1750.50.575.3.5040.

BACKGROUND: FunnelWise, a software company is seeking financial assistance from the Iowa Economic Development Authority (IEDA), which will require a local match from the City. The company currently has six employees and is growing. The application indicates that the company will create 14 jobs over the next 3 years at wages between \$60,000-\$80,000. The City will be asked to provide a \$30,000 loan (20% of IEDA’s award) at 0% interest, half of which will be forgivable. Staff has conferred with members of the Finance and Administration Subcommittee and they are agreeable with the proposal.

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

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

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

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

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

SUBCOMMITTEE REVIEW (if applicable)

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

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

EXHIBIT I

SECTION H

Certification & Release of Information

- 1. Are there any judgments or court actions completed or pending against the applicant entity, or any current or prospective officer, principal, director, or owner?
2. Has any current or prospective officer, principal, director, or owner been accused or convicted of any wrongdoing or crime, other than a simple misdemeanor?
3. Have there been any current or past bankruptcies on the part of the applicant entity (or predecessor entities), or on the part of any current (or prospective) officer, principal, owner or in any business dealings of current (or prospective) officers, principals, or owners of the applicant entity?
4. In the last five years have there been, or are there currently any investigations of potential violations of public health, safety (including workplace safety) or environmental laws by the applicant entity, or any current or prospective officer, principal, director, or owner?
5. In the last five years have there been, or are there currently any violations of antitrust laws by the applicant entity, or any current or prospective officer, principal, director, or owner?
6. If yes to any of the above, please provide additional explanation:

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

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

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

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

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

For the Business:

For the Sponsor(s):

Signature: [Handwritten Signature] Date: 3/25/2015

Signature: _____ Date: _____

Name and Title (typed or printed): MATT OSTANIK, CEO

Name and Title (typed or printed): _____

IEDA will not provide assistance in situations where it is determined that any representation, warranty, or statement made in connection with this application is incorrect, false, misleading or erroneous in any material respect. If assistance has already been provided prior to discovery of the incorrect, false, or misleading representation, IEDA may initiate legal action to recover incentives and assistance awarded to the Business.

EXHIBIT II

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

RESOLUTION

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

WHEREAS, the City Council of West Des Moines on April 6, 2015 directed staff to file a formal application for financial assistance in support of the expansion of FunnelWise within West Des Moines, Iowa;

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

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

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

SECTION 3. The total grant amount from IEDA is up to \$150,000, of which the City is required a local match of 20%, which amounts to up to a \$30,000 loan at 0% interest, half of which will be forgivable, payable over 5 years.

PASSED AND APPROVED on the 6th day of April, 2015.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson
City Clerk

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

DATE: April 6, 2015

ITEM: Clocktower Square, 2800 and 2900 University Avenue - Approval and Acceptance of Storm Water Facility Maintenance Agreement – Clocktower Baceline LLC – MaM-001874-2013

Resolution: Approval and Acceptance of Storm Water Facility Maintenance Agreement

FINANCIAL IMPACT: Undetermined.

BACKGROUND: The City Council approved a Major Modification of a Site Plan for Clocktower Square for site improvements on February 23, 2015. As part of the approval of the major modification a storm water facility maintenance agreement was required to be executed.

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

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

OUTSTANDING ISSUES: There are no outstanding issues.

RECOMMENDATION: Adopt a resolution approving and accepting the storm water facility maintenance agreement, required as part of the approval of a major modification to a site plan for Clocktower Square at 2800 and 2900 University Avenue.

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

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

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

SUBCOMMITTEE REVIEW (if applicable)

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

ATTACHMENTS:

- Exhibit I - Resolution
- Exhibit II - Agreement

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

RESOLUTION

A RESOLUTION APPROVING AND ACCEPTING A STORM WATER FACILITY MANAGEMENT AGREEMENT RELATED TO A MAJOR MODIFICATION TO A SITE PLAN PERMIT FOR CLOCKTOWER SQUARE AT 2800 AND 2900 UNIVERSITY

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

WHEREAS, the following document has been presented to the City for approval and acceptance:

Storm Water Facility Management Agreement for property locally known as 2800 and 2900 University Avenue and legally described as:

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

And;

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

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

PASSED AND ADOPTED this 6th day of April 2015.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson
City Clerk

Prepared by: Richard J. Scieszinski, City Attorney for the City of West Des Moines, (515) 222-3614
 Return to: City Clerk, City of West Des Moines, 4200 Mills Civic Parkway, West Des Moines, IA 50265
 Project Name: Clocktower Square
 Project File #: MaM-001874-2013

**CLOCKTOWER SQUARE STORM WATER MANAGEMENT FACILITY
 MAINTENANCE COVENANT AND PERMANENT EASEMENT AGREEMENT
 FOR SINGLE PARCEL OWNERSHIP**

THIS STORM WATER MANAGEMENT FACILITY MAINTENANCE COVENANT AND PERMANENT EASEMENT AGREEMENT is entered into between **Clocktower Square Baceline, L.L.C.** (hereinafter referred to as "Grantor") and the City of West Des Moines, Iowa (hereinafter referred to as "City"), in consideration for the approval by the City of West Des Moines, Iowa of the Site Plan permit. (Whenever the term "Grantor" is used herein, it shall mean "Grantor and Grantor's successors and assigns" unless otherwise specifically denoted).

Grantor is obligated by the Municipal Code of the City of West Des Moines to control storm water runoff for the proposed development as a part of the Site Plan permit approval process. In consideration for the City's approval of the Grantor's Site Plan permit, the parties enter into this Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement to control and address storm water runoff for the following described property:

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

(hereinafter referred to as the "Benefited Property").

PART I – COVENANTS ON THE BENEFITED PROPERTY

The following provisions are covenants running with the land to the City of West Des Moines, binding on all successors and assigns of the Benefited Property and shall only be amended or released with the written permission of the City.

- Grantor hereby agrees that the storm water runoff for the subdivision/site shall be controlled through installation, construction and maintenance of a Storm Water Management Facility as detailed in the documents submitted for the Major Modification permit upon, over, under, through and across the following described property:

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

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 2; THENCE SOUTH 0°54'57" EAST ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 53.24 FEET; THENCE SOUTH 89°05'03" WEST, 30.50 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 0°54'57" EAST, 147.29 FEET; THENCE SOUTH 89°05'03" WEST, 22.02 FEET; THENCE NORTH 0°54'57" WEST, 147.29 FEET; THENCE NORTH 89°05'03" EAST, 22.02 FEET TO THE POINT OF BEGINNING AND CONTAINING 3,243 SQUARE FEET.

AND

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

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 2; THENCE SOUTH 0°43'33" EAST ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 46.41 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°13'19" EAST, 45.86 FEET; THENCE SOUTH 0°46'41" EAST, 29.85 FEET; THENCE SOUTH 89°13'19" WEST, 23.15 FEET; THENCE SOUTH 0°46'41" EAST, 4.75 FEET; THENCE SOUTH 89°13'19" WEST, 41.14 FEET; THENCE SOUTH 0°46'41" EAST, 9.50 FEET; THENCE SOUTH 89°13'19" WEST, 50.31 FEET; THENCE NORTH 0°46'41" WEST, 29.25 FEET; THENCE NORTH 89°13'19" EAST, 7.12 FEET; THENCE NORTH 0°46'41" WEST, 14.85 FEET; THENCE NORTH 89°13'19" EAST, 61.62 FEET TO THE POINT OF BEGINNING AND CONTAINING 4,227 SQUARE FEET.

AND

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

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE SOUTH 89°52'39" EAST ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 259.60 FEET; THENCE SOUTH 0°07'21" WEST, 105.14 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°47'00" EAST, 79.62 FEET; THENCE SOUTH 0°13'00" EAST, 14.33 FEET; THENCE NORTH 89°47'00" EAST, 11.34 FEET; THENCE SOUTH 0°13'00" EAST, 7.77 FEET; THENCE NORTH 89°47'00" EAST, 7.17 FEET; THENCE SOUTH 0°13'00" EAST, 7.17 FEET; THENCE NORTH 89°47'00" EAST, 10.54 FEET; THENCE SOUTH 0°13'00" EAST, 19.58 FEET; THENCE SOUTH 89°47'00" WEST, 99.15 FEET; THENCE NORTH 0°13'00" WEST, 7.17 FEET; THENCE SOUTH 89°47'00" WEST, 9.52 FEET; THENCE NORTH 0°13'00" WEST, 41.68 FEET TO THE POINT OF BEGINNING AND CONTAINING 4,611 SQUARE FEET.

(hereinafter referred to as the "Easement Area"). The approximate location of the Easement Area is depicted in Exhibit 1 to Exhibit A hereto.

2. Grantor covenants and agrees that the design, construction and maintenance of the Storm Water Management Facility shall be in compliance with the Storm Water Management Plan now on file with the City of West Des Moines and which is available for public inspection. The design, construction and maintenance of the Storm Water Management Facility shall meet the storm water runoff control requirements of the Municipal Code of the City of West Des Moines, Iowa.
3. It is hereby agreed and covenanted that the above described Benefited Property receives benefit from the Storm Water Management Facility by controlling runoff from the Benefited Property to meet the requirements of the Post-Construction Storm Water Management Ordinance of the Municipal Code of the City of West Des Moines, Iowa and the Subdivision Design requirements of Section 10-3-1 or succeeding legislation of the Municipal Code of the City of West Des Moines, Iowa.
4. It is hereby agreed that Grantor is solely responsible for constructing, installing and ensuring that the Storm Water Management Facility meets the standard set forth in the Post-Construction Storm Water Ordinance and Section 10-3-1 of the Municipal Code of the City of West Des Moines, Iowa.
5. Grantor hereby designates, appoints and agrees on behalf of Grantor and all successors and assigns that the Grantor is designated as the responsible party for replacement, reconstruction, repair, grading and maintenance of the Storm Water Management Facility.
6. Grantor hereby covenants and agrees that Grantor is hereby designated and authorized to accept notices and service of process as it relates to the inspection, replacement, reconstruction, repair, grading and maintenance of the Storm Water Management Facility or permanent easement or notice of assessment for replacement, reconstruction, repair, grading and maintenance of the Storm Water Management Facility.

7. Grantor shall be responsible for all maintenance, repair and replacement of the Storm Water Management Facility, including obligations set forth in Part II, paragraph 12. Grantor shall comply with all terms of the Easement set forth in Part II herein.
8. Grantor shall inspect the Storm Water Management Facility on an annual basis, including but not limited to all pipes, inlets and outlets for defects, obstructions or changes in the Storm Water Management Facility from the original design of the Facility. The inspection shall be documented with date stamped photographs of the Storm Water Management Facility. Grantor shall document such inspection by completing the Inspection Report Form available from the City of West Des Moines Public Works Department. Any deficiencies or defects noted by the inspection shall be corrected by Grantor. The Inspection photographs and Inspection Report Form shall be made available to the City for review upon request and shall be kept and maintained for a period of 5 years from the date of inspection.
9. Grantor hereby agrees and consents on behalf of itself and all successors and assigns of the Benefited Property to assessment of the costs of maintaining, reconstructing, repairing, grading or dredging the Easement Area and Storm Water Management Facility on all Benefited Property established by the Grantor pursuant to the obligations set forth in paragraph 10, below. Grantor, on behalf of itself and all successors and assigns of the Benefited Property, shall execute a Petition and Waiver in favor of the City to allow the City to recover any costs expended for action taken as set forth in paragraph 10, below, to address the maintenance, reconstruction, repair, grading or dredging of the Storm Water Management Facility or Easement Area.
10. Should Grantor fail to maintain, reconstruct, repair, grade or dredge the Storm Water Management Facility or the Easement Area upon notice from the City, the City may cause such action to be done and assessed to the Benefited Property. The assessments on the Benefited Property shall be immediately due and payable from Grantor to the City pursuant to the terms of the Agreement and Waiver (see Exhibit A, attached hereto and made a part hereof).

PART II – Easement for Storm Water Management Facility and Surface Water Flowage

The following provisions in Part II herein are for a permanent easement over the Easement Area running with the land to the City of West Des Moines and Grantor.

11. Grantor hereby grants to the City a Permanent Surface Water Flowage Easement and Storm Water Management Facility under, over, through and across the Easement Area described above for the purpose of constructing, reconstructing, repairing, grading and maintaining the Storm Water Management Facility and the surface of the Easement Area in a manner that will permit the free and unobstructed flow of surface water over the Easement Area described above.
12. It is the obligation of the Grantor and all subsequent owners of the above described easement area to maintain the Easement Area and the Storm Water Management Facility as set forth below. The Grantor and all subsequent owners of the Easement Area shall perform the maintenance obligations set forth below. The maintenance obligations for the Storm Water Management Facility are as follows:

Storm water detention and retention ponds or basins:

- a. Mow on a regular basis to maintain the vegetation at the height designated on the original design to prevent erosion.
- b. Remove all trash, litter, debris or obstructions in the basin in the Easement Area and any inlets or outlets located within the Easement Area.
- c. Plant, maintain and replant as necessary permitted vegetation.
- d. Inspect for any defects, obstructions, or any changes in the original design.
- e. Inspect and determine the depth of the pond or basin on an annual basis.
- f. Remove any accumulated sediment from the outlet structures and remove any sediment which may accumulate greater than 12 inches in ponds or basins and greater than 6 inches in an underground detention basin.
- g. Till the soil at the bottom of the riparian buffer if it does not drain out within the time established in the design plan and replant vegetation as designated on the original design.
- h. All repairs shall conform to the original design.

- i. Maintaining the storm water and retention pond or basin to assure the effectiveness for storm water runoff for the subdivision/site.

Grass and Bioretention Swales:

- a. Mow on a regular basis to maintain the vegetation at the height designated on the original design to prevent erosion.
- b. Remove all trash, litter, debris or obstructions in the grass or bioretention swale and Easement Area.
- c. No chemicals or substances shall be applied to the Easement Area that shall harm or impair the effectiveness of the swale as a storm water runoff control measure.
- d. Replant vegetation as soon as practical when any vegetation dies.
- e. Inspect and determine the depth of the swale on an annual basis.
- f. Remove any sediment accumulated greater than 6 inches which may accumulate in the swale.
- g. Till the soil at the bottom of the swale if the grass swale does not drain out within the time established in the design plan and replant vegetation as designated on the original design.
- h. All repairs shall conform to the original design.
- i. Maintain the grass and/or bioretention swale to assure the effectiveness for storm water runoff for the subdivision/site.

Riparian Buffer:

- a. Mow on a regular basis to maintain the vegetation at the height designated on the original design to prevent erosion.
 - b. Replant the vegetation in the Easement Area as soon as practical when any vegetation dies.
 - c. Remove all trash, litter, debris or obstructions in the Easement Area.
 - d. Inspect for erosion in the riparian buffer on an annual basis.
 - e. Inspect and determine the depth of the riparian buffer on an annual basis.
 - f. Remove any sediment accumulated greater than 25% of the original design depth.
 - g. Till the soil at the bottom of the riparian buffer if it does not drain out within the time established in the design plan and replant vegetation as designated on the original design.
 - h. All repairs shall conform to the original design.
 - i. Maintain the riparian buffer to assure the effectiveness for storm water runoff for the subdivision/site.
13. No chemicals or any substance shall be applied to the storm water maintenance facility that shall harm or impair the effectiveness of the storm water maintenance facility as a storm water runoff control measure.
 14. No structure shall be erected over or within the Easement Area without obtaining the prior written approval of the City Engineer.
 15. No structure, material, device, thing or matter which could possibly obstruct or impede the normal flow of surface water over the Easement Area shall be erected or caused to be placed on the Easement Area without obtaining the prior written approval of the City Engineer.
 16. No planting of trees and shrubs is allowed within the easement area (other than planting allowed and required pursuant to the original Storm Water Management Control Plan on file with the City of West Des Moines).
 17. No change shall be made to the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City Engineer.
 18. The City and their agents, contractors, employees and assigns shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area as herein described, including, but not limited to, the right to remove any unauthorized plantings or structures placed or erected on the Easement Area and the right to do maintenance, repair, reconstruction, grading and dredging.
 19. Grantor covenants on behalf of the Benefited Property that the Easement Area or any other area appurtenant to or necessary for the operation of the Storm Water Management Facility shall not be sold, transferred, donated or in any other manner conveyed in order to relieve the Grantor from complying with the requirements of this Agreement.

20. This Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement and Petition and Waiver shall be deemed to run with the land and shall be binding on Grantor and on Grantor's successors and assigns.

Grantor does hereby covenant with the City that Grantor holds said real estate described in this Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement by Title In Fee Simple; that Grantor has good and lawful authority to convey the same; and said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Signed this 23 day of March, 2015

Grantor: Clocktower Square Baceline, LLC

By: Baceline Investments, LLC, its Manager

By: [Signature]

Name: Douglas Arnold

Title: Manager

STATE OF Colorado)

COUNTY OF Denver)
SS

On this 23 day of March, 2015, before me, the undersigned, a Notary Public in and for said County and State personally appeared Douglas Arnold, to me personally known, who being by me duly sworn, did say that he is Manager (title) of Baceline Investments, LLC, manager of Clocktower Square Baceline, LLC, executing the within and foregoing instrument and acknowledged that he executed the same as his voluntary act and deed of Clocktower Square Baceline, LLC, by it and by him voluntarily executed

JANET L EINERTSON
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19984039865
MY COMMISSION EXPIRES DECEMBER 10, 2018

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

CITY OF WEST DES MOINES, IOWA

I, Ryan Jacobson, City Clerk of the City of West Des Moines, Iowa, do hereby certify that the within and foregoing Easement was duly approved and accepted by the City Council of said City of West Des Moines by Resolution and Roll Call No. _____, passed on the _____ day of _____, 2015, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 2015.

City Clerk of the City of West Des Moines, Iowa

EXHIBIT A

**AGREEMENT AND WAIVER
POST CONSTRUCTION STORM WATER MANAGEMENT**

THIS AGREEMENT made and entered into by and between the City of West Des Moines, Iowa, hereinafter referenced the CITY, and CLOCKTOWER SQUARE BACELINE, LLC., hereinafter referenced the PROPERTY OWNERS.

WITNESSETH:

WHEREAS, the City desires to encourage orderly community development and provide for the regulation and control of the extension of public improvements, public services, and utilities, consistent with its Comprehensive Plan, adopted in September 2010, as amended, and in accordance with Iowa Code Chapter 354, Plating, Division and Subdivision of Land; and

WHEREAS, pursuant to U.S. EPA's National Pollutant Discharge Elimination System ("NPDES") permit program ("Program") administered by the Iowa Department of Natural Resources ("IDNR"), the City is required to obtain from the IDNR an NPDES permit for the discharge of storm water from a Municipal Separate Storm Sewer System (MS4); and

WHEREAS, as a condition of the City's MS4 Permit, the City is obliged to develop, implement, and enforce a program to address storm water runoff from new construction and reconstruction projects for which State NPDES General Permit #2 storm water permit coverage is required; and

WHEREAS, the Property Owner, as the developer and/or owner of a construction or reconstruction project in the City of West Des Moines, is subject to the program implemented by the City to address storm water runoff from the project; and

WHEREAS, in order to comply with the program implemented by the City, the Property Owner has executed an Offsite Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement (hereinafter "Agreement") with the City to address the rights and obligations of the parties regarding control of post-construction storm water runoff from the project; and

WHEREAS, a provision of the Agreement requires the Property Owner to execute this Agreement and Waiver in favor of the City to allow the City to recover any reasonable costs expended for action taken by the City, its consultants, contractors and assigns to address the maintenance, reconstruction, repair, grading or dredging of the Storm Water Management Facility or Easement Area if the Property Owner or the Property Owner's successors and assigns fail to do so; and

WHEREAS, this Agreement and Waiver is made in conjunction with the Offsite Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement located approximately as shown on Exhibit 1 hereto and described as follows:

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

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 2; THENCE SOUTH 0°54'57" EAST ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 53.24 FEET; THENCE SOUTH 89°05'03" WEST, 30.50 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 0°54'57" EAST, 147.29 FEET; THENCE SOUTH 89°05'03" WEST, 22.02 FEET; THENCE NORTH 0°54'57" WEST, 147.29 FEET; THENCE NORTH 89°05'03" EAST, 22.02 FEET TO THE POINT OF BEGINNING AND CONTAINING 3,243 SQUARE FEET.

AND

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

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 2; THENCE SOUTH 0°43'33" EAST ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 46.41 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°13'19" EAST, 45.86 FEET; THENCE SOUTH 0°46'41" EAST, 29.85 FEET; THENCE SOUTH 89°13'19" WEST, 23.15 FEET; THENCE SOUTH 0°46'41" EAST, 4.75 FEET; THENCE SOUTH 89°13'19" WEST, 41.14 FEET; THENCE SOUTH 0°46'41" EAST, 9.50 FEET; THENCE SOUTH 89°13'19" WEST, 50.31 FEET; THENCE NORTH 0°46'41" WEST, 29.25 FEET; THENCE NORTH 89°13'19" EAST, 7.12 FEET; THENCE NORTH 0°46'41" WEST, 14.85 FEET; THENCE NORTH 89°13'19" EAST, 61.62 FEET TO THE POINT OF BEGINNING AND CONTAINING 4,227 SQUARE FEET.

AND

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

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE SOUTH 89°52'39" EAST ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 259.60 FEET; THENCE SOUTH 0°07'21" WEST, 105.14 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°47'00" EAST, 79.62 FEET; THENCE SOUTH 0°13'00" EAST, 14.33 FEET; THENCE NORTH 89°47'00" EAST, 11.34 FEET; THENCE SOUTH 0°13'00" EAST, 7.77 FEET; THENCE NORTH 89°47'00" EAST, 7.17 FEET; THENCE SOUTH 0°13'00" EAST, 7.17 FEET; THENCE NORTH 89°47'00" EAST, 10.54 FEET; THENCE SOUTH 0°13'00" EAST, 19.58 FEET; THENCE SOUTH 89°47'00" WEST, 99.15 FEET; THENCE NORTH 0°13'00" WEST, 7.17 FEET; THENCE SOUTH 89°47'00" WEST, 9.52 FEET; THENCE NORTH 0°13'00" WEST, 41.68 FEET TO THE POINT OF BEGINNING AND CONTAINING 4,611 SQUARE FEET.

and applies to the property described as:

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

NOW, THEREFORE, BE IT AGREED AMONG THE PARTIES AS FOLLOWS:

1. In the event the Property Owner or its successors and assigns fail to comply with the requirements of the Offsite Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement regarding any action necessary for the maintenance, reconstruction, repair, grading or dredging of the Storm Water Management Facility or Easement Area, the City, after thirty (30) days written notice to Property Owner, shall have the right to cause the above-described actions completed in accordance with such plans and specifications as it shall deem appropriate.
2. For the purpose of this Agreement, the City may elect to enter into a contract for the completion of such actions as a part of any contract(s) and assess the reasonable cost of such actions to the Property Owner or its successors and assigns pursuant to the formula established in the Offsite Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement.
3. In consideration for the completion of such actions by the City, the undersigned Property Owners hereby WAIVE the following:
 - A. All legal formalities of whatsoever kind or character required by the laws of Iowa to be observed by cities in the completion of said actions where the expense of such Improvements is to be assessed against private property; and
 - B. Each and every question of jurisdiction, the intention of the Property Owners being to authorize and direct said City to complete such actions without requiring any of the formalities or legal proceedings required of cities by the statutes of Iowa; and
 - C. Any limitation of the amount of said assessment as a percentage of valuation as provided in the Code of Iowa; and
 - D. Any right to defer or postpone the payment for any such action.

4. If, following thirty (30) day written notice by the City, the Property Owner or its successors and assigns fail to comply with the requirements set forth in paragraph 1, above, the parties agree that:
 - A. When said actions have been constructed or completed in accordance with the plans and specifications, the City may make assessments against the properties of the undersigned Property Owners, or their successors or assigns, for their pro-rata share of the entire cost of the construction and/or completion of said actions.
 - B. Said assessments shall be due immediately and will be paid to the City of West Des Moines and shall constitute a lien upon the properties hereinafter described. Further, each of the undersigned Property Owners hereby agree to accept responsibility for the assessment which is thus assessed against the Owner's property.
 - C. Said assessments shall have the same legal force and effect as if all the legal formalities provided by law in such cases had been fully and faithfully performed and observed.
5. The amount and proportion of the cost of the actions completed by the City to be paid shall be ascertained and determined by the Engineers and reported to the City Council, which shall make such changes or alterations as they may require. When said costs are determined and approved by the City Council, they shall constitute the assessments against the properties.
6. The Property Owners retain the right to request of the City a review of the mathematical calculations made to ensure their accuracy.
7. Property Owners hereby authorize the City Council to pass any Resolution requisite or necessary to order and secure said actions, to provide for the construction of the same and to make the assessments herein provided for, without further notice to said Property Owners or any of them. Any such Resolution may contain recitals that said actions are ordered or made by the Council without petition of Property Owners, without in any way qualifying this Agreement or releasing the Property Owners from their obligation to pay the assessments levied against their property for the cost of said action.
8. Each Property Owner warrants that the real estate described below is free and clear of all liens and encumbrances other than for recorded liens or encumbrances as of the date of this Agreement, ordinary taxes, except for such liens as are held by lienholders hereinafter listed and designated as signers of this Agreement and Waiver. Each lienholder designated below, by execution of this Agreement and Waiver, consent to the subordination of its lien to the lien of the assessment levied pursuant hereto.
9. Each Property Owner further agrees that the terms of this Agreement and Waiver shall become a covenant which runs with the land of the below-referenced property, and shall be binding upon all successors and assigns. Furthermore, each Property Owner shall give a copy of this Agreement and Waiver to all successors and assigns.
10. The signatories and the City agree this document will be recorded in the office of the appropriate county recorder to ensure that any and all future purchasers of property are put on notice of the above conditions.

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

PROPERTY OWNER NAME: Clocktower Square Baceline LLC.

By: Baceline Investments, LLC, its Manager
 By: *[Signature]*
 Name: Boud Aulisio Title: *[Signature]*
 Date: 3/23/15
 Witness: *[Signature]*
 Name: Jonathan Ruby

LIENHOLDER'S NAME: _____

By _____

Name _____ **Title** _____

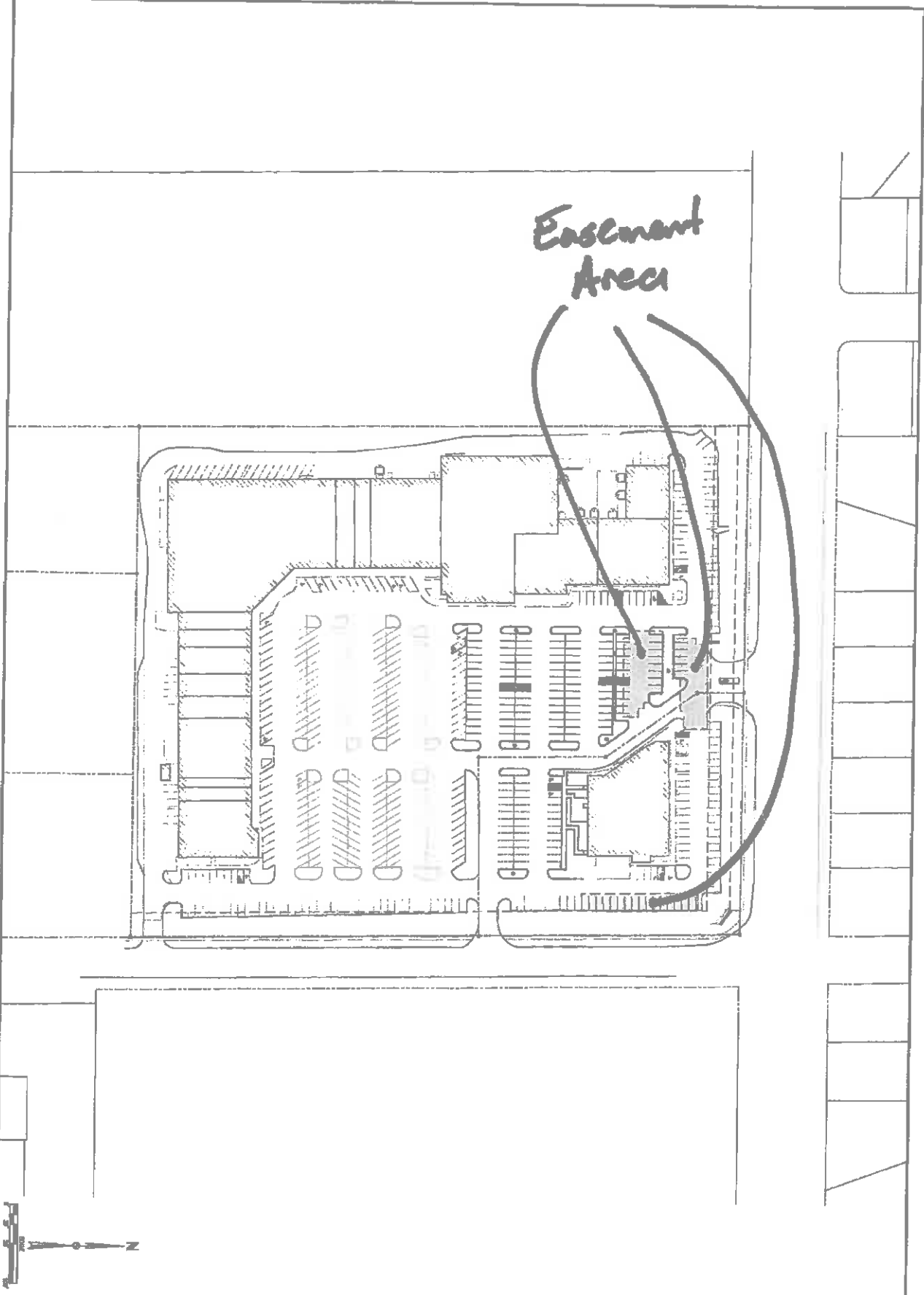
Date _____

Witness _____

Name _____

Exhibit 1

[See Attached]



3/10

**CLOCKTOWER SQUARE
EASEMENT EXHIBIT**

WEST DES MOINES, IOWA



CIVIL DESIGN ADVANTAGE

3405 S.E. CROSSROADS DRIVE, SUITE G
GRIMES, IOWA 50111
PHONE: (515) 363-4400 FAX: (515) 363-4410

PR: JT

LAI: NJN

REVISION	DATE
POWER SUBMITTAL	08/27/03
POWER SUBMITTAL	08/27/03
TYPING SUBMITTAL	08/27/03
SECOND SUBMITTAL	08/27/03
FINAL SUBMITTAL	08/27/03

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

DATE: April 6, 2015

ITEM: Mills Crossing Parcel D, 5901 Mills Civic Parkway - Approval and Acceptance of Storm Water Facility Maintenance Agreement and Pedestrian Easement – Hurd Mills LLC – OSP-002525-2014

Resolution: Approval and Acceptance of Storm Water Facility Maintenance Agreement and Pedestrian Easement

FINANCIAL IMPACT: Undetermined.

BACKGROUND: by Administrative Approval, a 69,225 square foot multi-tenant retail building was approved on March 23, 2015. As part of the approval of the overlay district site plan, a storm water facility maintenance agreement and a pedestrian easement were required to be executed.

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

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

OUTSTANDING ISSUES: There are no outstanding issues.

RECOMMENDATION: Adopt a resolution approving and accepting the storm water facility maintenance agreement and the pedestrian easement required as part of the approval of an Overlay District Site Plan for Mills Crossing Parcel D at 5901 Mills Civic Parkway.

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

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

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

SUBCOMMITTEE REVIEW (if applicable)

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

ATTACHMENTS:

- Exhibit I - Resolution
- Exhibit II - Agreements

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

RESOLUTION

A RESOLUTION APPROVING AND ACCEPTING A STORM WATER FACILITY MANAGEMENT AGREEMENT AND A PEDESTRIAN EASEMENT RELATED TO AN OVERLAY DISTRICT SITE PLAN FOR MILLS CROSSING PARCEL D AT 5901 MILLS CIVIC PARKWAY

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

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

Storm Water Facility Management Agreement for property locally known as 5901 Mills Civic Parkway, Mills Crossing Parcel D

Pedestrian Easement for property locally known as 5901 Mills Civic Parkway, Mills Crossing Parcel D

And;

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

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

PASSED AND ADOPTED this 6th day of April 2015.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson
City Clerk

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

PERMANENT PEDESTRIAN EASEMENT(S)

KNOW TO ALL MEN BY THESE PRESENTS:

1. Grant of Easement(s).

The undersigned, **Hurd Mills LLC**, (hereinafter referred to as the "Grantor(s)"), owner(s) of the property locally known at 5901 Mills Civic Parkway, West Des Moines, Dallas County, Iowa, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby sell, grant, and convey to the **City of West Des Moines**, Iowa, a municipal Corporation (hereinafter referred to as "the City"), a permanent and perpetual easement (hereinafter referred to as "Pedestrian Easement" or "Easement(s)") and right-of-way upon, over, under, through and across the real property legally described as:

PARCEL 'B'

A PARCEL OF LAND IN THE SOUTH 20 ACRES OF LOT 1, PARTITION PLAT OF SW1/4 OF THE NW1/4 AND N1/2 OF THE SW1/4 AND THE N1/2 OF THE SE1/4 SECTION 18, TOWNSHIP 78, RANGE 25, WEST OF THE 5TH P.M., AN OFFICIAL PLAT RECORDED IN BOOK 'E', PAGE 37 AT THE POLK COUNTY RECORDER'S OFFICE, CITY OF WEST DES MOINES, POLK COUNTY, IOWA THAT IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SE CORNER OF LOT 36, THE VILLAGE OF PONDEROSA, AN OFFICIAL PLAT RECORDED IN BOOK 11786, PAGE 377 AT THE POLK COUNTY RECORDER'S OFFICE, SAID SE CORNER ALSO BEING ON THE WEST LINE OF LOT 'D', WEST GLEN TOWN CENTER PLAT TWO, AN OFFICIAL PLAT RECORDED IN BOOK 10125, PAGE 799 AT THE POLK COUNTY RECORDER'S OFFICE; THENCE S00°04'37"E, 152.96 FEET ALONG SAID WEST LINE TO THE SOUTH CORNER OF SAID LOT 'D', SAID SOUTH CORNER ALSO BEING ON THE WEST RIGHT-OF-WAY LINE OF S. PRAIRIE VIEW DRIVE AS IT IS PRESENTLY ESTABLISHED AND THE NORTH CORNER OF LOT 'C' OF SAID WEST GLEN TOWN CENTER PLAT TWO; THENCE S25°05'04"W, 44.14 FEET ALONG SAID WEST RIGHT-OF-WAY LINE AND THE WEST LINE OF SAID LOT 'C' TO A POINT OF CURVATURE; THENCE SOUTHERLY ALONG A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 745.00 FEET AND A CHORD BEARING S13°16'19"W, AN ARC LENGTH OF 322.18 FEET ALONG SAID WEST RIGHT-OF-WAY LINE AND SAID WEST LINE OF LOT 'C' TO THE SW CORNER OF SAID LOT 'C', SAID SW CORNER ALSO BEING 82.50 FEET NORTH OF THE SOUTH LINE OF SAID LOT 1, SAID SOUTH LINE OF LOT 1 ALSO BEING THE SOUTH OF LINE THE SW1/4 NW1/4 OF SAID SECTION 18; THENCE S89°35'16"W, 1224.68 FEET ALONG A LINE THAT IS 82.50 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID LOT 1 AND SAID SW1/4 NW1/4 TO A POINT; THENCE N39°18'26"W, 70.65 FEET TO A POINT THAT IS 60.00 FEET EAST OF THE WEST LINE OF SAID LOT 1, SAID WEST LINE OF LOT 1 ALSO BEING THE WEST LINE OF SAID SW1/4 NW1/4; THENCE N00°16'12"E, 447.72

FEET ALONG A LINE THAT IS 60.00 FEET EAST OF AND PARALLEL TO THE WEST LINE OF SAID LOT 1 AND SAID SW1/4 NW1/4 TO THE SW CORNER OF LOT 34 OF SAID THE VILLAGE OF PONDEROSA; THENCE N89°38'02"E, 264.65 FEET ALONG THE SOUTH LINE OF SAID LOT 34 TO THE SE CORNER OF SAID LOT 34; THENCE N89°32'20"E, 1094.58 FEET ALONG THE SOUTH LINE OF SAID THE VILLAGE OF PONDEROSA TO THE POINT OF BEGINNING AND CONTAINING 15.19 ACRES.

THE SOUTH 20 FEET OF THE DESCRIBED PARCEL 'B'.

2. Use and Purpose of Easement(s).

The Grantor(s) hereby covenant and agree to the following:

That this Easement may be utilized by the City for the purpose of allowing the Grantor(s) to install a sidewalks and trails for public use within the private property located in above-described land.

The Grantor(s) further agree that no structure or building of any kind whatsoever shall be erected upon property that is the subject of this Easement without the express written consent of the City.

3. Maintenance.

The Grantor(s) agree that said Easement shall be maintained solely by the Grantor(s). Maintenance by the Grantor(s) shall include, but is not limited to, repair and maintenance of the sidewalk as well as removal of all snow from the sidewalk.

The Grantor(s) shall generally police and survey the Easement to maintain said area free from garbage, debris and other unnatural articles.

4. Hold Harmless.

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

5. Running of Benefits and Burdens.

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

6. Jurisdiction and Venue.

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

7. Words and Phrases.

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

8. Parties.

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

9. Attorney's Fees.

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

10. Integration.

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


11. Paragraph Headings.

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

Dated this 27 day of Jan, 2015.

Hurd Mills LLC

By:



Richard Hurd
Manager

CITY OF WEST DES MOINES, IOWA

Steven Gaer, Mayor

Attest:

Ryan T. Jacobson
City Clerk

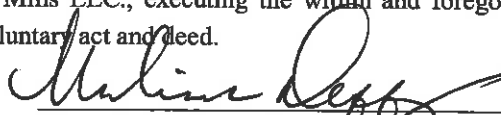
STATE OF IOWA

COUNTY OF Polk

)
)SS
)

On this 27th day of January, 2015, before me, the undersigned, a Notary Public in and for said County and State personally appeared Richard Hurd to me personally known, who being by me duly sworn, did say that he is Manager of the Hurd Mills LLC., executing the within and foregoing instrument and acknowledged that he executed the same as his voluntary act and deed.





Notary Public in and for the State of Iowa

STATE OF IOWA)
)SS
COUNTY OF POLK)

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

Notary Public in and for the State of Iowa

Prepared by: Richard J. Scieszinski, City Attorney for the City of West Des Moines, (515) 222-3614
Return to: City Clerk, City of West Des Moines, 4200 Mills Civic Parkway, West Des Moines, IA 50265

Project Name: Mills Crossing Overlay District Site Plan – ‘Parcel D’
Project File #: OSP-002525-2014

**STORM WATER MANAGEMENT FACILITY
MAINTENANCE COVENANT AND PERMANENT EASEMENT AGREEMENT
FOR SINGLE PARCEL OWNERSHIP**

THIS STORM WATER MANAGEMENT FACILITY MAINTENANCE COVENANT AND PERMANENT EASEMENT AGREEMENT is entered into between **Hurd Mills LLC.** (hereinafter referred to as “Grantor”) and the **City of West Des Moines, Iowa** (hereinafter referred to as “City”), in consideration for the approval by the City of West Des Moines, Iowa of the site development permit. (Whenever the term “Grantor” is used herein, it shall mean “Grantor and Grantor’s successors and assigns” unless otherwise specifically denoted).

Grantor is obligated by the Municipal Code of the City of West Des Moines to control storm water runoff for the proposed development as a part of the site plan permit approval process. In consideration for the City’s approval of the Grantor’s site development permit, the parties enter into this Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement to control and address storm water runoff for the following described property:

PARCEL 'B'

A PARCEL OF LAND IN THE SOUTH 20 ACRES OF LOT 1, PARTITION PLAT OF SW1/4 OF THE NW1/4 AND N1/2 OF THE SW1/4 AND THE N1/2 OF THE SE1/4 SECTION 18, TOWNSHIP 78, RANGE 25, WEST OF THE 5TH P.M., AN OFFICIAL PLAT RECORDED IN BOOK 'E', PAGE 37 AT THE POLK COUNTY RECORDER'S OFFICE, CITY OF WEST DES MOINES, POLK COUNTY, IOWA THAT IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SE CORNER OF LOT 36, THE VILLAGE OF PONDEROSA, AN OFFICIAL PLAT RECORDED IN BOOK 11786, PAGE 377 AT THE POLK COUNTY RECORDER'S OFFICE, SAID SE CORNER ALSO BEING ON THE WEST LINE OF LOT 'D', WEST GLEN TOWN CENTER PLAT TWO, AN OFFICIAL PLAT RECORDED IN BOOK 10125, PAGE 799 AT THE POLK COUNTY RECORDER'S OFFICE; THENCE S00°04'37"E, 152.96 FEET ALONG SAID WEST LINE TO THE SOUTH CORNER OF SAID LOT 'D', SAID SOUTH CORNER ALSO BEING ON THE WEST RIGHT-OF-WAY LINE OF S. PRAIRIE VIEW DRIVE AS IT IS PRESENTLY ESTABLISHED AND THE NORTH CORNER OF LOT 'C' OF SAID WEST GLEN TOWN CENTER PLAT TWO; THENCE S25°05'04"W, 44.14 FEET ALONG SAID WEST RIGHT-OF-WAY LINE AND THE WEST LINE OF SAID LOT 'C' TO A POINT OF CURVATURE; THENCE SOUTHERLY ALONG A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 745.00 FEET AND A CHORD BEARING S13°16'19"W, AN ARC LENGTH OF 322.18 FEET ALONG SAID WEST RIGHT-OF-WAY LINE AND SAID WEST LINE OF LOT 'C' TO THE SW CORNER OF SAID LOT 'C', SAID SW CORNER ALSO BEING 82.50 FEET NORTH OF THE SOUTH LINE OF SAID LOT 1, SAID SOUTH LINE OF LOT 1 ALSO BEING THE SOUTH OF LINE THE SW1/4 NW1/4

OF SAID SECTION 18; THENCE S89°35'16"W, 1224.68 FEET ALONG A LINE THAT IS 82.50 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID LOT 1 AND SAID SW1/4 NW1/4 TO A POINT; THENCE N39°18'26"W, 70.65 FEET TO A POINT THAT IS 60.00 FEET EAST OF THE WEST LINE OF SAID LOT 1, SAID WEST LINE OF LOT 1 ALSO BEING THE WEST LINE OF SAID SW1/4 NW1/4; THENCE N00°16'12"E, 447.72 FEET ALONG A LINE THAT IS 60.00 FEET EAST OF AND PARALLEL TO THE WEST LINE OF SAID LOT 1 AND SAID SW1/4 NW1/4 TO THE SW CORNER OF LOT 34 OF SAID THE VILLAGE OF PONDEROSA; THENCE N89°38'02"E, 264.65 FEET ALONG THE SOUTH LINE OF SAID LOT 34 TO THE SE CORNER OF SAID LOT 34; THENCE N89°32'20"E, 1094.58 FEET ALONG THE SOUTH LINE OF SAID THE VILLAGE OF PONDEROSA TO THE POINT OF BEGINNING AND CONTAINING 15.19 ACRES.

(hereinafter referred to as the "Benefited Property").

PART I – COVENANTS ON THE BENEFITED PROPERTY

The following provisions are covenants running with the land to the City of West Des Moines, binding on all successors and assigns of the Benefited Property and shall only be amended or released with the written permission of the City.

1. Grantor hereby agrees that the storm water runoff for the subdivision/site shall be controlled through installation, construction and maintenance of a Storm Water Management Facility as detailed in the documents submitted for the site plan development permit upon, over, under, through and across the following described property:

A STORMWATER DETENTION EASEMENT IN LOT 1, PARTITION PLAT OF SW1/4 OF THE NW1/4 AND N1/2 OF THE SW1/4 AND THE N1/2 OF THE SE1/4 SECTION 18, TOWNSHIP 78, RANGE 25, WEST OF THE 5TH P.M., AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AS A POINT OF REFERENCE AT THE SE CORNER LOT 35, THE VILLAGE OF PONDEROSA, AN OFFICIAL PLAT RECORDED IN BOOK 11786 PAGE 377 AT THE POLK COUNTY RECORDER'S OFFICE; THENCE S08°28'19"W, 73.55 FEET TO THE POINT OF BEGINNING; THENCE S00°00'00"E, 84.00 FEET TO A POINT; THENCE N90°00'00"W, 46.00 FEET TO A POINT; THENCE S00°00'00"E, 25.00 FEET TO A POINT; THENCE N90°00'00"W, 65.00 FEET TO A POINT; THENCE S00°00'00"E, 15.00 FEET TO A POINT; THENCE N90°00'00"W, 85.00 FEET TO A POINT; THENCE N00°00'00"E, 124.00 FEET TO A POINT; THENCE N90°00'00"E, 196.00 FEET TO THE POINT OF BEGINNING.

(hereinafter referred to as the "Easement Area").

2. Grantor covenants and agrees that the design, construction and maintenance of the Storm Water Management Facility shall be in compliance with the Storm Water Management Plan now on file with the City of West Des Moines and which is available for public inspection. The design, construction and maintenance of the Storm Water Management Facility shall meet the storm water runoff control requirements of the Municipal Code of the City of West Des Moines, Iowa.
3. It is hereby agreed and covenanted that the above described Benefited Property receives benefit from the Storm Water Management Facility by controlling runoff from the Benefited Property to meet the requirements of the Post-Construction Storm Water Management Ordinance of the Municipal Code of the City of West Des Moines, Iowa and the Subdivision Design requirements of Section 10-3-1 or succeeding legislation of the Municipal Code of the City of West Des Moines, Iowa.
4. It is hereby agreed that Grantor is solely responsible for constructing, installing and ensuring that the Storm Water Management Facility meets the standard set forth in the Post-Construction Storm Water Ordinance and Section 10-3-1 of the Municipal Code of the City of West Des Moines, Iowa.
5. Grantor hereby designates, appoints and agrees on behalf of Grantor and all successors and assigns that the Grantor is designated as the responsible party for replacement, reconstruction, repair, grading and maintenance of the Storm Water Management Facility.

6. Grantor hereby covenants and agrees that Grantor is hereby designated and authorized to accept notices and service of process as it relates to the inspection, replacement, reconstruction, repair, grading and maintenance of the Storm Water Management Facility or permanent easement or notice of assessment for replacement, reconstruction, repair, grading and maintenance of the Storm Water Management Facility.
7. Grantor shall be responsible for all maintenance, repair and replacement of the Storm Water Management Facility, including obligations set forth in Part II, paragraph 12. Grantor shall comply with all terms of the Easement set forth in Part II herein.
8. Grantor shall inspect the Storm Water Management Facility on an annual basis, including but not limited to all pipes, inlets and outlets for defects, obstructions or changes in the Storm Water Management Facility from the original design of the Facility. The inspection shall be documented with date stamped photographs of the Storm Water Management Facility. Grantor shall document such inspection by completing the Inspection Report Form available from the City of West Des Moines Public Works Department. Any deficiencies or defects noted by the inspection shall be corrected by Grantor. The Inspection photographs and Inspection Report Form shall be made available to the City for review upon request and shall be kept and maintained for a period of 5 years from the date of inspection.
9. Grantor hereby agrees and consents on behalf of itself and all successors and assigns of the Benefited Property to assessment of the costs of maintaining, reconstructing, repairing, grading or dredging the Easement Area and Storm Water Management Facility on all Benefited Property established by the Grantor pursuant to the obligations set forth in paragraph 10, below. Grantor, on behalf of itself and all successors and assigns of the Benefited Property, shall execute a Petition and Waiver in favor of the City to allow the City to recover any costs expended for action taken as set forth in paragraph 10, below, to address the maintenance, reconstruction, repair, grading or dredging of the Storm Water Management Facility or Easement Area.
10. Should Grantor fail to maintain, reconstruct, repair, grade or dredge the Storm Water Management Facility or the Easement Area upon notice from the City, the City may cause such action to be done and assessed to the Benefited Property. The assessments on the Benefited Property shall be immediately due and payable from Grantor to the City pursuant to the terms of the Agreement and Waiver (see Exhibit A, attached hereto and made a part hereof).

PART II – Easement for Storm Water Management Facility and Surface Water Flowage

The following provisions in Part II herein are for a permanent easement over the Easement Area running with the land to the City of West Des Moines and Grantor.

11. Grantor hereby grants to the City a Permanent Surface Water Flowage Easement and Storm Water Management Facility under, over, through and across the Easement Area described above for the purpose of constructing, reconstructing, repairing, grading and maintaining the Storm Water Management Facility and the surface of the Easement Area in a manner that will permit the free and unobstructed flow of surface water over the Easement Area described above.
12. It is the obligation of the Grantor and all subsequent owners of the above described easement area to maintain the Easement Area and the Storm Water Management Facility as set forth below. The Grantor and all subsequent owners of the Easement Area shall perform the maintenance obligations set forth below. The maintenance obligations for the Storm Water Management Facility are as follows:

Storm water detention and retention ponds or basins:

- a. Mow on a regular basis to maintain the vegetation at the height designated on the original design to prevent erosion.
- b. Remove all trash, litter, debris or obstructions in the basin in the Easement Area and any inlets or outlets located within the Easement Area.
- c. Plant, maintain and replant as necessary permitted vegetation.
- d. Inspect for any defects, obstructions, or any changes in the original design.
- e. Inspect and determine the depth of the pond or basin on an annual basis.
- f. Remove any accumulated sediment from the outlet structures and remove any sediment which may

accumulate greater than 12 inches in ponds or basins and greater than 6 inches in an underground detention basin.

- g. Till the soil at the bottom of the riparian buffer if it does not drain out within the time established in the design plan and replant vegetation as designated on the original design.
- h. All repairs shall conform to the original design.
- i. Maintaining the storm water and retention pond or basin to assure the effectiveness for storm water runoff for the subdivision/site.

Grass and Bioretention Swales:

- a. Mow on a regular basis to maintain the vegetation at the height designated on the original design to prevent erosion.
- b. Remove all trash, litter, debris or obstructions in the grass or bioretention swale and Easement Area.
- c. No chemicals or substances shall be applied to the Easement Area that shall harm or impair the effectiveness of the swale as a storm water runoff control measure.
- d. Replant vegetation as soon as practical when any vegetation dies.
- e. Inspect and determine the depth of the swale on an annual basis.
- f. Remove any sediment accumulated greater than 6 inches which may accumulate in the swale.
- g. Till the soil at the bottom of the swale if the grass swale does not drain out within the time established in the design plan and replant vegetation as designated on the original design.
- h. All repairs shall conform to the original design.
- i. Maintain the grass and/or bioretention swale to assure the effectiveness for storm water runoff for the subdivision/site.

Riparian Buffer:

- a. Mow on a regular basis to maintain the vegetation at the height designated on the original design to prevent erosion.
 - b. Replant the vegetation in the Easement Area as soon as practical when any vegetation dies.
 - c. Remove all trash, litter, debris or obstructions in the Easement Area.
 - d. Inspect for erosion in the riparian buffer on an annual basis.
 - e. Inspect and determine the depth of the riparian buffer on an annual basis.
 - f. Remove any sediment accumulated greater than 25% of the original design depth.
 - g. Till the soil at the bottom of the riparian buffer if it does not drain out within the time established in the design plan and replant vegetation as designated on the original design.
 - h. All repairs shall conform to the original design.
 - i. Maintain the riparian buffer to assure the effectiveness for storm water runoff for the subdivision/site.
13. No chemicals or any substance shall be applied to the storm water maintenance facility that shall harm or impair the effectiveness of the storm water maintenance facility as a storm water runoff control measure.
14. No structure shall be erected over or within the Easement Area without obtaining the prior written approval of the City Engineer.
15. No structure, material, device, thing or matter which could possibly obstruct or impede the normal flow of surface water over the Easement Area shall be erected or caused to be placed on the Easement Area without obtaining the prior written approval of the City Engineer.
16. No planting of trees and shrubs is allowed within the easement area (other than planting allowed and required pursuant to the original Storm Water Management Control Plan on file with the City of West Des Moines).
17. No change shall be made to the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City Engineer.
18. The City and their agents, contractors, employees and assigns shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area as herein described, including, but not limited to, the right to remove any unauthorized plantings or

structures placed or erected on the Easement Area and the right to do maintenance, repair, reconstruction, grading and dredging.

19. Grantor covenants on behalf of the Benefited Property that the Easement Area or any other area appurtenant to or necessary for the operation of the Storm Water Management Facility shall not be sold, transferred, donated or in any other manner conveyed in order to relieve the Grantor from complying with the requirements of this Agreement.

20. This Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement and Petition and Waiver shall be deemed to run with the land and shall be binding on Grantor and on Grantor's successors and assigns.

Grantor does hereby covenant with the City that Grantor holds said real estate described in this Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement by Title In Fee Simple; that Grantor has good and lawful authority to convey the same; and said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Signed this 27 day of January, 2015.

Hurd Mills LLC: [Signature]
Richard Hurd, Manager

Contact information (mailing address or email) for Grantor: 2000 Fuller Road
West Des Moines IA 50265

STATE OF Iowa)
)SS
COUNTY OF Polk)

On this 27 day of January, 2015, before me, the undersigned, a Notary Public in and for said County and State personally appeared Richard Hurd, to me personally known, who being by me duly sworn, did say that he is the Manager of Hurd Mills LLC, executing the within and foregoing instrument and acknowledged that he executed the same as his voluntary act and deed.



[Signature]
Notary Public in and for the State of

CITY OF WEST DES MOINES, IOWA

I, Ryan T. Jacobson, City Clerk of the City of West Des Moines, Iowa, do hereby certify that the within and foregoing Easement was duly approved and accepted by the City Council of said City of West Des Moines by Resolution and Roll Call No. _____, passed on the _____ day of _____, 2015, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 2015.

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

EXHIBIT A

**AGREEMENT AND WAIVER
POST CONSTRUCTION STORM WATER MANAGEMENT**

THIS AGREEMENT made and entered into by and between the **City of West Des Moines, Iowa**, hereinafter referenced the City, and **Hurd Mills, LLC**, hereinafter referenced the Property Owners.

WITNESSETH:

WHEREAS, the City desires to encourage orderly community development and provide for the regulation and control of the extension of public improvements, public services, and utilities, consistent with its Comprehensive Plan, adopted in December 1993, as amended, and in accordance with Iowa Code Chapter 354, Platting, Division and Subdivision of Land; and

WHEREAS, pursuant to U.S. EPA's National Pollutant Discharge Elimination System ("NPDES") permit program ("Program") administered by the Iowa Department of Natural Resources ("IDNR"), the City is required to obtain from the IDNR an NPDES permit for the discharge of storm water from a Municipal Separate Storm Sewer System (MS4); and

WHEREAS, as a condition of the City's MS4 Permit, the City is obliged to develop, implement, and enforce a program to address storm water runoff from new construction and reconstruction projects for which State NPDES General Permit #2 storm water permit coverage is required; and

WHEREAS, the Property Owner, as the developer and/or owner of a construction or reconstruction project in the City of West Des Moines, is subject to the program implemented by the City to address storm water runoff from the project; and

WHEREAS, in order to comply with the program implemented by the City, the Property Owner has executed an Offsite Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement (hereinafter "Agreement") with the City to address the rights and obligations of the parties regarding control of post-construction storm water runoff from the project; and

WHEREAS, a provision of the Agreement requires the Property Owner to execute this Agreement and Waiver in favor of the City to allow the City to recover any costs expended for action taken by the City, its consultants, contractors and assigns to address the maintenance, reconstruction, repair, grading or dredging of the Storm Water Management Facility or Easement Area if the Property Owner or the Property Owner's successors and assigns fail to do so; and

WHEREAS, this Agreement and Waiver is made in conjunction with the Offsite Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement located on:

A STORMWATER DETENTION EASEMENT IN LOT 1, PARTITION PLAT OF SW1/4 OF THE NW1/4 AND N1/2 OF THE SW1/4 AND THE N1/2 OF THE SE1/4 SECTION 18, TOWNSHIP 78, RANGE 25, WEST OF THE 5TH P.M., AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AS A POINT OF REFERENCE AT THE SE CORNER LOT 35, THE VILLAGE OF PONDEROSA, AN OFFICIAL PLAT RECORDED IN BOOK 11786 PAGE 377 AT THE POLK COUNTY RECORDER'S OFFICE; THENCE S08°28'19"W, 73.55 FEET TO THE POINT OF BEGINNING; THENCE S00°00'00"E, 84.00 FEET TO A POINT; THENCE N90°00'00"W, 46.00 FEET TO A POINT; THENCE S00°00'00"E, 25.00 FEET TO A POINT; THENCE N90°00'00"W, 65.00 FEET TO A POINT; THENCE S00°00'00"E, 15.00 FEET TO A POINT; THENCE N90°00'00"W, 85.00 FEET TO A POINT; THENCE N00°00'00"E, 124.00 FEET TO A POINT; THENCE N90°00'00"E, 196.00 FEET TO THE POINT OF BEGINNING

and applies to the property described as:

PARCEL 'B'

A PARCEL OF LAND IN THE SOUTH 20 ACRES OF LOT 1, PARTITION PLAT OF SW1/4 OF THE NW1/4 AND N1/2 OF THE SW1/4 AND THE N1/2 OF THE SE1/4 SECTION 18, TOWNSHIP 78, RANGE 25, WEST OF THE 5TH P.M., AN OFFICIAL PLAT RECORDED IN BOOK 'E', PAGE 37 AT THE POLK COUNTY RECORDER'S OFFICE, CITY OF WEST DES MOINES, POLK COUNTY, IOWA THAT IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SE CORNER OF LOT 36, THE VILLAGE OF PONDEROSA, AN OFFICIAL PLAT RECORDED IN BOOK 11786, PAGE 377 AT THE POLK COUNTY RECORDER'S OFFICE, SAID SE CORNER ALSO BEING ON THE WEST LINE OF LOT 'D', WEST GLEN TOWN CENTER PLAT TWO, AN OFFICIAL PLAT RECORDED IN BOOK 10125, PAGE 799 AT THE POLK COUNTY RECORDER'S OFFICE; THENCE S00°04'37"E, 152.96 FEET ALONG SAID WEST LINE TO THE SOUTH CORNER OF SAID LOT 'D', SAID SOUTH CORNER ALSO BEING ON THE WEST RIGHT-OF-WAY LINE OF S. PRAIRIE VIEW DRIVE AS IT IS PRESENTLY ESTABLISHED AND THE NORTH CORNER OF LOT 'C' OF SAID WEST GLEN TOWN CENTER PLAT TWO; THENCE S25°05'04"W, 44.14 FEET ALONG SAID WEST RIGHT-OF-WAY LINE AND THE WEST LINE OF SAID LOT 'C' TO A POINT OF CURVATURE; THENCE SOUTHERLY ALONG A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 745.00 FEET AND A CHORD BEARING S13°16'19"W, AN ARC LENGTH OF 322.18 FEET ALONG SAID WEST RIGHT-OF-WAY LINE AND SAID WEST LINE OF LOT 'C' TO THE SW CORNER OF SAID LOT 'C', SAID SW CORNER ALSO BEING 82.50 FEET NORTH OF THE SOUTH LINE OF SAID LOT 1, SAID SOUTH LINE OF LOT 1 ALSO BEING THE SOUTH OF LINE THE SW1/4 NW1/4

OF SAID SECTION 18; THENCE S89°35'16"W, 1224.68 FEET ALONG A LINE THAT IS 82.50 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID LOT 1 AND SAID SW1/4 NW1/4 TO A POINT; THENCE N39°18'26"W, 70.65 FEET TO A POINT THAT IS 60.00 FEET EAST OF THE WEST LINE OF SAID LOT 1, SAID WEST LINE OF LOT 1 ALSO BEING THE WEST LINE OF SAID SW1/4 NW1/4; THENCE N00°16'12"E, 447.72 FEET ALONG A LINE THAT IS 60.00 FEET EAST OF AND PARALLEL TO THE WEST LINE OF SAID LOT 1 AND SAID SW1/4 NW1/4 TO THE SW CORNER OF LOT 34 OF SAID THE VILLAGE OF PONDEROSA; THENCE N89°38'02"E, 264.65 FEET ALONG THE SOUTH LINE OF SAID LOT 34 TO THE SE CORNER OF SAID LOT 34; THENCE N89°32'20"E, 1094.58 FEET ALONG THE SOUTH LINE OF SAID THE VILLAGE OF PONDEROSA TO THE POINT OF BEGINNING AND CONTAINING 15.19 ACRES.

NOW, THEREFORE, BE IT AGREED AMONG THE PARTIES AS FOLLOWS:

1. In the event the Property Owner or its successors and assigns fail to comply with the requirements of the Offsite Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement regarding any action necessary for the maintenance, reconstruction, repair, grading or dredging of the Storm Water Management Facility or Easement Area, the City shall have the right to cause the above-described actions completed in accordance with such plans and specifications as it shall deem appropriate.
2. For the purpose of this Agreement, the City may elect to enter into a contract for the completion of such actions as a part of any contract(s) and assess the cost of such actions to the Property Owner or its successors and assigns pursuant to the formula established in the Offsite Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement.
3. In consideration for the completion of such actions by the City, the undersigned Property Owners hereby WAIVE the following:
 - A. All legal formalities of whatsoever kind or character required by the laws of Iowa to be observed by cities in the completion of said actions where the expense of such Improvements is to be assessed against private property; and

- B. Each and every question of jurisdiction, the intention of the Property Owners being to authorize and direct said City to complete such actions without requiring any of the formalities or legal proceedings required of cities by the statutes of Iowa; and
 - C. Any limitation of the amount of said assessment as a percentage of valuation as provided in the Code of Iowa; and
 - D. Any right to defer or postpone the payment for any such action.
4. It is further agreed that:
- A. When said actions have been constructed or completed in accordance with the plans and specifications, the City may make assessments against the properties of the undersigned Property Owners, or their successors or assigns, for their pro-rata share of the entire cost of the construction and/or completion of said actions.
 - B. Said assessments shall be due immediately and will be paid to the City of West Des Moines and shall constitute a lien upon the properties hereinafter described. Further, each of the undersigned Property Owners hereby agree to accept responsibility for the assessment which is thus assessed against the Owner's property.
 - C. Said assessments shall have the same legal force and effect as if all the legal formalities provided by law in such cases had been fully and faithfully performed and observed.
5. The amount and proportion of the cost of the actions completed by the City to be paid shall be ascertained and determined by the Engineers and reported to the City Council, which shall make such changes or alterations as they may require. When said costs are determined and approved by the City Council, they shall constitute the assessments against the properties.
6. The Property Owners retain the right to request of the City a review of the mathematical calculations made to ensure their accuracy.
7. Property Owners hereby authorize the City Council to pass any Resolution requisite or necessary to order and secure said actions, to provide for the construction of the same and to make the assessments herein provided for, without further notice to said Property Owners or any of them. Any such Resolution may contain recitals that said actions are ordered or made by the Council without petition of Property Owners, without in any way qualifying this Agreement or releasing the Property Owners from their obligation to pay the assessments levied against their property for the cost of said action.
8. Each Property Owner warrants that the real estate described below is free and clear of all liens and encumbrances other than for ordinary taxes, except for such liens as are held by lienholders hereinafter listed and designated as signers of this Agreement and Waiver. Each lienholder designated below, by execution of this Agreement and Waiver, consent to the subordination of its lien to the lien of the assessment levied pursuant hereto.
9. Each Property Owner further agrees that the terms of this Agreement and Waiver shall become a covenant which runs with the land of the below-referenced property, and shall be binding upon all successors and assigns. Furthermore, each Property Owner shall give a copy of this Agreement and Waiver to all successors and assigns.
10. The signatories and the City agree this document will be recorded in the office of the appropriate county recorder to ensure that any and all future purchasers of property are put on notice of the above conditions.

[Signature Page Follows]

PROPERTY OWNER NAME: Hurd Mill LLC

By Richard Hurd

Name Richard Hurd, Manager Hurd Mills LLC

Date 1-27-15

Witness Melissa Duffy

Name Melissa Dultz

LIENHOLDER'S NAME: _____

By _____

Name _____ Title _____

Date _____

Witness _____

Name _____

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

DATE: April 6, 2015

ITEM: Resolution - Approval of Indemnity and Hold Harmless Agreement – Fareway Stores, Inc.

FINANCIAL IMPACT: None

BACKGROUND: A condition of approval for the construction of the Fareway store at 4th Street and Grand Avenue required Fareway to construct a storm sewer for public use. The storm sewer was constructed by Fareway using non-gasketed pipe which did not conform to the construction plans. To avoid economic waste, Fareway has provided an Indemnity and Hold Harmless Agreement to the City, a copy of which is attached, for any damage related to the installed pipes.

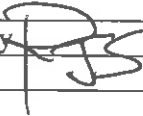

OUTSTANDING ISSUES (if any): None

RECOMMENDATION:

Adopt Resolution approving the Indemnity and Hold Harmless Agreement with Fareway Stores, Inc.

Lead Staff Member: Brian Hemesath, Engineering Services

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	
Date Reviewed	
Recommendation	Split

RESOLUTION NO. _____

AUTHORIZING APPROVAL AND ACCEPTANCE OF INDEMNITY AND HOLD HARMLESS AGREEMENT WITH FAREWAY STORES, INC. RELATED TO STORM SEWER CONSTRUCTION

WHEREAS, on April 21, 2014 the City Council of the City of West Des Moines approved a site plan with Fareway Stores, Inc. for private improvements, including the construction of a public and private storm sewer; and

WHEREAS, on June 14, 2014 the City Engineer administratively approved the public improvement construction plans for the public storm sewer; and

WHEREAS, construction of the public and private storm sewer was not done in accordance with the approved plans and specifications, such plans requiring the sewer pipe to include gaskets at the joint of the pipes; and

WHEREAS, in order to avoid economic waste but to address the potential deficiency in construction of the storm sewer and the potential damages to the City and the public that may arise from the deficiency, the Owner has provided the City an Indemnification and Hold Harmless Agreement, which the City has agreed to accept.

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

1. The Indemnification and Hold Harmless Agreement between Fareway Stores, Inc. and the City of West Des Moines is approved and accepted.
2. The Mayor is authorized to sign the Agreement on behalf of the City and the City Clerk is directed to attest to the Mayor's signature.
3. The Agreement shall be filed with the Polk County Recorder.

PASSED AND ADOPTED this 6th day of April, 2015.

ATTEST:

Steven K. Gaer, Mayor

Ryan T. Jacobson
City Clerk

Prepared by: B. Hemesath, Engineering 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
Address Tax Statement to: Not applicable

INDEMNITY/HOLD HARMLESS AGREEMENT

This Agreement is made and entered into this ____ day of _____, 2015, by and between Fareway Stores, Inc. (hereinafter known as the "Owners"), and the City of West Des Moines, Iowa, an Iowa municipal corporation (the "City").

WITNESSETH:

WHEREAS, the Owners are the owner of a parcel of land located in West Des Moines, Iowa, and legally described as:

**Lot 9, McCurnin Place, an Official Plat in the City of West Des Moines, Polk County, Iowa and
Lot 1, Roto Rooter Plat 1, an Official Plat in the City of West Des Moines, Polk County, Iowa.**

WHEREAS, on April 21, 2014, the City Council approved a Site Plan Permit for a grocery store which included the demolition of a building and parking lot and development of the site including but not limited to construction of a new building, public and private storm sewer and parking lot; and

WHEREAS, on June 14, 2014, the City Engineer administratively approved public improvement construction plans for the public storm sewer associated with the above-mentioned site plan; and

WHEREAS, said public storm sewer was constructed by the Owner using non-gasketed pipe which does not conform to approved construction plans; and

WHEREAS, leaving said non-gasketed pipe in place could cause damage to the Owners' parking lot in the form of settlement, pavement damage, etc.; and

WHEREAS, the Owners have agreed to enter into an Indemnification/Hold Harmless Agreement with the City of West Des Moines; and

WHEREAS, the Owners have agreed to indemnify and hold the City harmless from any and all liability, damages, claims, costs, expenses, interest, and reasonable attorney's fees directly related to the omission of the pipe gaskets be determined to have caused the problem; and

WHEREAS, in consideration for the above indemnification and hold harmless and pursuant to the Storm Sewer Easement agreement executed by and between City and Owners and as recorded on Book 15302 and Page 923 by the Polk County Recorder, City and Owners' agree to restore the storm sewer pipe and surrounding property

pursuant to the terms therein and as confirmed herein.

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

Hold-Harmless. The Owners shall fully defend, indemnify and hold the City harmless from any and all losses, damages, or expenses, both to person and property, including court costs and reasonable attorneys' fees, which the City, the Owner or third persons may suffer, incur or sustain or for which the City may become liable which arise or grow out of the omission of the gaskets from the public storm sewer outlined above.

Restoration of Owners' Property. Owners' shall repair or replace, at its sole cost and expense, the paved surfaces, landscaped areas, and private and public utilities located on Owners' property due to settlement above or near the sewer pipe. City shall repair or replace, at its sole cost and expense, the sewer pipe due to settling of the pipe or the joints being misaligned or if other issues arise specific to the sewer pipe.

Running of Benefits and Burdens. The terms and conditions of this Indemnity/Hold Harmless Agreement are binding upon the Owners including, but not limited to, future owners, developers, successors-in-interest, lessees or occupants. All provisions of this instrument, including benefits and burdens, run with the land and are binding upon and inure to the heirs, assigns, successors, tenants and personal representatives of the parties hereto.

Representations and Warranties. The Owners covenant with the City that they hold the above described legal property by good and marketable title, free and clear of liens, easements and encumbrances, except as noted hereon, and that the Owners have a good right and lawful authority to make and execute this Indemnity/Hold Harmless Agreement. The Owners warrant and defend this Indemnity/Hold Harmless Agreement against the lawful claims of all persons.

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

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

Parties. The term "City" as used herein shall refer to the City of West Des Moines, Iowa, its elected officials, agents, employees, officers, and contractors. The term "Owners" shall refer to Fareway Stores, Inc., their assigns, successors-in-interest and lessees, if any.

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

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

Recording. This instrument shall be recorded in the Office of the Polk County Recorder. Cost of

recording shall be the responsibility of the Owners.

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

Fareway Stores, Inc.

By: Garrett S. Pirlapp
Name: Garrett S. Pirlapp
Title: VP/Secretary/General Counsel

STATE OF Iowa)
) SS:
COUNTY OF BOONE)

On this 25th day of MARCH, 2015, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared GARRETT S. PIRLAPP, to me personally known, who being by me duly sworn, did say that he is the VP/SECRETARY/GEN. COUN of Fareway Stores, Inc., executing the within and foregoing instrument, that no seal has been procured by the company and that the execution of said instrument to be voluntary act and deed of said owners by them voluntarily executed.

Craig A. Shepley
Notary Public in and for the State of Iowa



CITY OF WEST DES MOINES, IOWA

Steven K. Gaer, Mayor

Attest:

Ryan Jacobson
City Clerk

STATE OF IOWA)
)SS:
COUNTY OF POLK)

On this _____ day of _____, 2011, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Steven K. Gaer and Ryan Jacobson, to me personally known, who being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of West Des Moines, a Municipal Corporation executing the within and foregoing instrument, that the seal of the City of West Des Moines, Iowa, has been affixed hereto; and that said instrument was signed and sealed on behalf of the Municipal Corporation of the City of West Des Moines, Iowa, by authority of its City Council by Resolution duly adopted and that said Mayor and City Clerk as such officers acknowledged the execution of said instrument to be the voluntary act and deed of the City of West Des Moines, Iowa by it and them voluntarily executed.

Notary Public in and for the State of Iowa

RESOLUTION NO. _____

AUTHORIZING APPROVAL AND ACCEPTANCE OF PURCHASE AGREEMENT FOR THE DISPOSITION OF EXCESS PROPERTY RELATED TO THE ALICE'S ROAD/105TH STREET OVERPASS PROJECT, PROJECT NUMBER 0510-015-2008

WHEREAS, in 2008 the Cities of Waukee and West Des Moines (the "Cities") undertook the construction of the Alice's Road/105th Street Overpass Project, and acquired property from Linda Robel for the Project; and

WHEREAS, on October 28, 2013 the City of West Des Moines declared the property acquired from Linda Robel for the Overpass Project to be excess property subject to disposition at fair market value; and

WHEREAS, as the previous owner and current adjacent owner of the excess property, Iowa Code Section 306.23 provides Linda Robel the opportunity to make an offer that equals or exceeds the current fair market value of the property within sixty days from the receipt of the Notice of Intent of the City of West Des Moines to dispose of the excess property; and

WHEREAS, following receipt of Notice of Intent to Dispose of Property provided to Linda Robel by certified mail on February 17, 2015 as required by Iowa Code section 306.23, a copy of which is attached, Linda Robel submitted to the City an Offer to Purchase and Agreement for the excess property at fair market value.

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

1. The Purchase Agreement and all supporting documentation, including a Special Warranty Deed for the conveyance of the property declared excess by the City of West Des Moines to Linda Robel is approved.
2. The Mayor is authorized to sign all documents related to the transaction and the City Clerk is directed to attest to the Mayor's signature.
3. The Legal Department is authorized to take all steps necessary to finalize the transaction pursuant to the terms and conditions of the Purchase Agreement.

PASSED AND ADOPTED this 6th day of April, 2015.

ATTEST:

Steven K. Gaer, Mayor

Ryan T. Jacobson
City Clerk

NOTICE OF INTENT TO DISPOSE OF PROPERTY

TO: Linda Robel
9075 Lindas Lane
West Des Moines, IA 50266-8069

Linda Robel
c/o Marcus Abels, Attorney at Law
666 Grand Avenue, 9th Floor
Des Moines, IA 50309-3723

YOU ARE HEREBY NOTIFIED that the City of West Des Moines, Iowa, hereinafter referred to as the "Acquiring Agency," pursuant to Iowa Code §306.22 and 306.23 (2015), has declared the following legally-described property to be excess property and will dispose of the excess property as provided herein.

The property that will be disposed is legally described as:

South and east of Wendover Road, on the south side of Interstate 80 and east of 105th Street (n/k/a Grand Prairie Parkway), further identified as Parcel 7 by survey dated March, 2008, Dallas County, West Des Moines, Iowa,

and as depicted on the attached survey identified as Exhibit "A" consisting of 6.22 acres.


You are hereby notified that as the prior property owner, you have the right to purchase the above-described real property within 60 days from the date this notice is served upon you at a price equal to the current appraised fair market value of the real property. You are further notified that the current appraised fair market value of the above-described property is \$336,000.

Please be advised that in the event no offer is received within sixty (60) days from the date of this Notice which equals the fair market value of the property, the property will be disposed of by the City of West Des Moines pursuant to Iowa Code 306.23.

If you elect to purchase the real property at the price set forth herein before the expiration of the 60 day period, you must notify the Acquiring Agency in writing of your intention to do so.

A copy of the appraisal is included in this Notice of Intent to Dispose of Property.

Take notice and govern yourself accordingly.

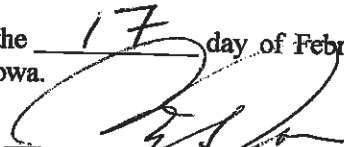


Tom Hadden, City Manager of the City of West Des Moines, Iowa

State of Iowa)
) ss.
County of Polk)

This document was acknowledged before me on the 17 day of February, 2015 by Tom Hadden, City Manager of the City of West Des Moines, Iowa.



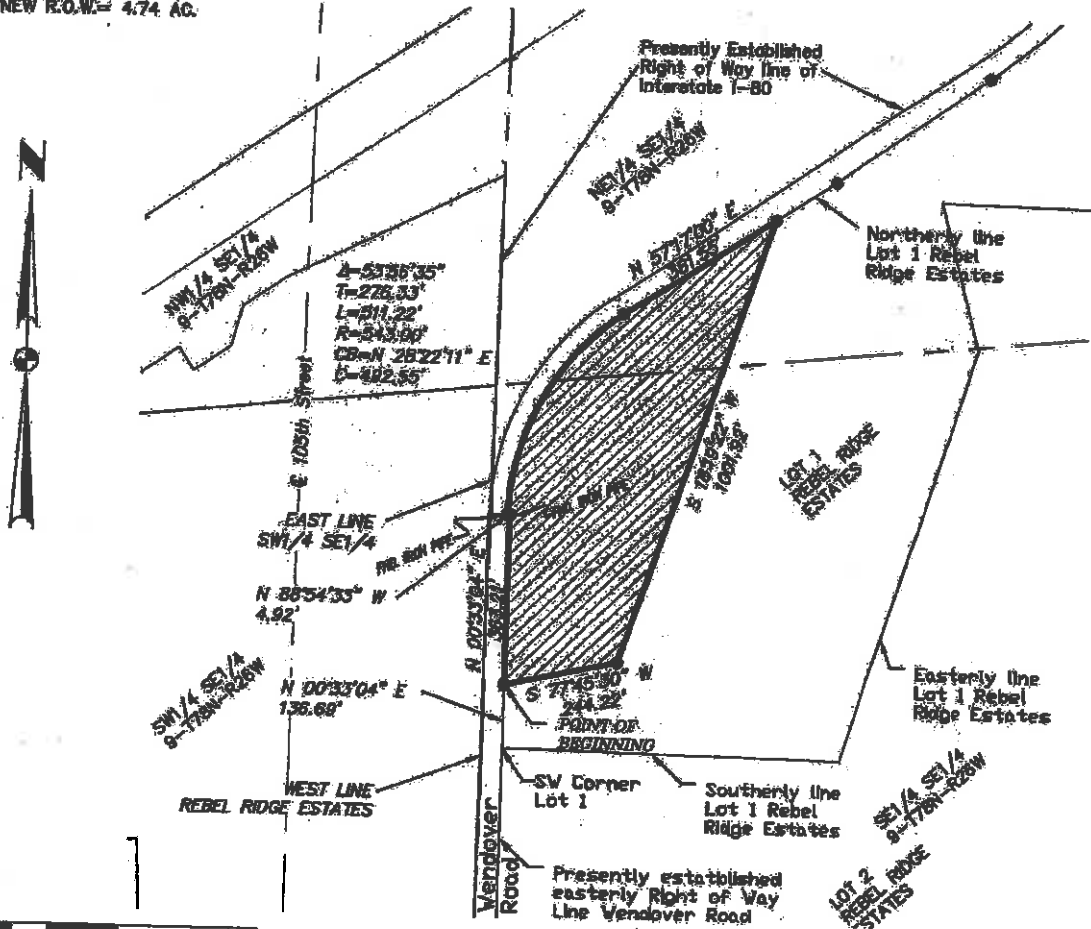


Notary Public in the State of Iowa

**ACQUISITION PLAT
OF PROPERTY BEING CONVEYED
BY THE CITY OF WEST DES MOINES
EXHIBIT "A"**

COUNTY DALLAS STATE CONTROL NO. _____
 PROJECT NO. 0510-015-2008 PARCEL NO. 7
 SECTION 09 TOWNSHIP 78 NORTH RANGE 26 WEST
 ROW-FEE 6.22 AC, EASE _____ AC, EXCESS-FEE _____ AC

Acquisition
 NE 1/4 SE 1/4
 NEW R.O.W. = 1.48 AC.
 SE 1/4 SE 1/4
 NEW R.O.W. = 4.74 AC.



0' 75' 150' 300' 600'
 SURVEY DATE: MARCH 2008

THIS SURVEY WAS PREPARED AT THE REQUEST OF THE CITY OF WAUKEE AND THE CITY OF WEST DES MOINES
 ADDRESS: 32987 WENDOVER RD
 WAUKEE, IOWA

BRIEF LEGAL: PART OF LOT 1 REBEL RIDGE ESTATES
 OWNER: LINDA ROBEL
 TAX PARCEL NO.: 16-09-400-006

- LEGEND**
- SET 5/8"x24" REROD W/ YELLOW PLASTIC CAP #17340
 - FND. 5/8"x24" REROD W/ YELLOW PLASTIC CAP #17340
 - M MEASURED
 - R RECORDED
 - P PLATTED

BASIS OF BEARING:
 THE EASTERLY RIGHT OF WAY LINE OF WENDOVER ROAD IS ASSUMED TO BEAR NORTH 0033'04" EAST FOR THIS SURVEY. THIS BEARING WAS DERIVED FROM THE CITY OF WEST DES MOINES HORIZONTAL DATUM.

<p>I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.</p> <p>CHAD W. MARSH LICENSE NUMBER _____ DATE _____ MY LICENSE RENEWAL DATE IS DECEMBER 31, 2014. PAGES OR SHEETS COVERED BY THIS SEAL: THIS SHEET ONLY</p>		
	TITLE	PROJECT NO.
	PARCEL 7	0506623
	DATE June 2008	SCALE 1"=300'
DRAWN DEL	FIELD BOOK	1 of 2
APPROVED CWM	REVISION	



OFFER TO BUY REAL ESTATE AND ACCEPTANCE

TO: City of West Des Moines, Sellers:

1. REAL ESTATE DESCRIPTION. The Buyers offer to buy real estate in Dallas County, Iowa, described as follows:

South and east of Wendover Road, on the south side of Interstate 80 and east of 105th Street (n/k/a Grand Prairie Parkway), further identified as Parcel 7 by survey dated March, 2008, Dallas County, West Des Moines, Iowa, and as depicted on the attached survey identified as Exhibit "A" consisting of 6.22 acres

with any easements and appurtenant servient estates, but subject to the following: a. any zoning and other ordinances; b. any covenants of record; c. any easements of record for public utilities, roads and highways, and d. (consider: liens, mineral rights; other easements; interests of others.) _____

designated the Real Estate; provided Buyers, on possession, are permitted to make the following use of the Real Estate: Agricultural

2. PRICE. The purchase price shall be \$ 336,000.00, payable at Polk County, Iowa, as follows:

Cash at closing. Closing shall occur on a mutually acceptable date within thirty (30) days after a title opinion has been issued by Buyer's attorney showing merchantable title in Seller.

3. REAL ESTATE TAXES. Sellers shall pay fiscal year 2013-2014 payable 2014-2015 and a normal proration (unless the property is exempt).

and any unpaid real estate taxes payable in prior years. Buyers shall pay all subsequent real estate taxes. Any proration of real estate taxes on the Real Estate shall be based upon such taxes for the year currently payable unless the parties state otherwise.

4. SPECIAL ASSESSMENTS.

- A. Sellers shall pay all special assessments which are a lien on the Real Estate as of the date of acceptance of this offer.
- B. IF A. IS STRICKEN, then Sellers shall pay all installments of special assessments which are a lien on the Real Estate and, if not paid, would become delinquent during the calendar year this offer is accepted, and all prior installments thereof.
- C. All other special assessments shall be paid by Buyers.

5. RISK OF LOSS AND INSURANCE. Risk of loss prior to Seller's delivery of possession of the Real Estate to Buyers shall be as follows:

- A. All risk of loss shall remain with Sellers until possession of the Real Estate shall be delivered to Buyers.
- B. IF A. IS STRICKEN, Sellers shall maintain \$ _____ of fire, windstorm and extended coverage insurance on the Real Estate until possession is given to Buyers and shall promptly secure endorsements to the appropriate insurance policies naming Buyers as additional insureds as their interests may appear. Risk of loss from such insured hazards shall be on Buyers after Sellers have performed under this paragraph and notified Buyers of such performance. Buyers, if they desire, may obtain additional insurance to cover such risk.

6. CARE AND MAINTENANCE. The Real Estate shall be preserved in its present condition and delivered intact at the time possession is delivered to Buyers, provided, however, if 5.a. is stricken and there is loss or destruction of all or any part of the Real Estate from causes covered by the insurance maintained by Sellers, Buyers agree to accept such damaged or destroyed Real Estate together with such insurance proceeds in lieu of the Real Estate in its present condition and Sellers shall not be required to repair or replace same.

7. POSSESSION. If Buyers timely perform all obligations, possession of the Real Estate shall be delivered to Buyers on _____ closing _____, with any adjustments of rent, insurance, and interest to be made as of the date of transfer of possession.

8. FIXTURES. All property that integrally belongs to or is part of the Real Estate, whether attached or detached, such as light fixtures, shades, rods, blinds, awnings, windows, storm doors, screens, plumbing fixtures, water heaters, water softeners, automatic heating equipment, air conditioning equipment, wall to wall carpeting, built-in items and electrical service cable, outside television towers and antenna, fencing, gates and landscaping shall be considered a part of Real Estate and included in the sale except: (consider: rental items.)

N/A

9. USE OF PURCHASE PRICE. At time of settlement, funds of the purchase price may be used to pay taxes and other liens and to acquire outstanding interests, if any, of others.

10. ABSTRACT AND TITLE. Sellers, at their expense, shall promptly obtain an abstract of title to the Real Estate continued through the date of acceptance of this offer, and deliver it to Buyers for examination. It shall show merchantable title in Sellers in conformity with this agreement, Iowa law and Title Standards of the Iowa State Bar Association. The abstract shall become the property of the Buyers when the purchase price is paid in full. Sellers shall pay the costs of any additional abstracting and title work due to any act or omission of Sellers, including transfers by or the death of Sellers or their assignees.

11. DEED. Upon payment of the purchase price, SELLERS shall convey the Property to BUYERS by Special Warranty deed, free and clear of all liens, restrictions, and encumbrances except as provided in this Agreement. General warranties of title shall extend to the time of delivery of the deed excepting liens or encumbrances suffered or permitted by BUYERS.

12. JOINT TENANCY IN PROCEEDS AND IN REAL ESTATE. If Sellers, immediately preceding acceptance of this offer, hold title to the Real Estate in joint tenancy with full right of survivorship, and the joint tenancy is not later destroyed by operation of law or by acts of the Sellers, then the proceeds of this sale, and any continuing or recaptured rights of Sellers in the Real Estate, shall belong to Sellers as joint tenants with full rights of survivorship and not as tenants in common; and Buyers, in the event of the death of either Seller, agree to pay any balance of the price due Sellers under this contract to the surviving Seller and to accept a deed from the surviving Seller consistent with paragraph 11.

13. JOINDER BY SELLER'S SPOUSE. Seller's spouse, if not a titleholder immediately preceding acceptance of this offer, executes this contract only for the purpose of relinquishing all rights of dower, homestead and distributive shares or in compliance with Section 561.13 of the Iowa Code and agrees to execute the deed or real estate contract for this purpose.

14. TIME IS OF THE ESSENCE. Time is of the essence in this contract.

15. REMEDIES OF THE PARTIES

- A. If Buyers fail to timely perform this contract, Sellers may forfeit it as provided in the Iowa Code, and all payments made shall be forfeited or, at Seller's option, upon thirty days written notice of intention to accelerate the payment of the entire balance because of such failure (during which thirty days such failure is not corrected) Sellers may declare the entire balance immediately due and payable. Thereafter this contract may be foreclosed in equity and the Court may appoint a receiver.
- B. If Sellers fail to timely perform this contract, Buyers have the right to have all payments made returned to them.
- C. Buyers and Sellers also are entitled to utilize any and all other remedies or actions at law or in equity available to them and shall be entitled to obtain judgment for costs and attorney fees as permitted by law.

16. STATEMENT AS TO LIENS. If Buyers intend to assume or take subject to a lien on the Real Estate, Sellers shall furnish Buyers with a written statement from the holder of such lien, showing the correct balance due.

17. SUBSEQUENT CONTRACT. Any real estate contract executed in performance of this contract shall be on a form of the Iowa State Bar Association.

18. APPROVAL OF COURT. If the sale of the Real Estate is subject to Court approval, the fiduciary shall promptly submit this contract for such approval. If this contract is not so approved, it shall be void.

19. CONTRACT BINDING ON SUCCESSORS IN INTEREST. This contract shall apply to and bind the successors in interest of the parties.

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

21. **CERTIFICATION.** Buyers and Sellers each certify that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to my breach of the foregoing certification.

22. **TIME FOR ACCEPTANCE.** If this offer is not accepted by Sellers on or before April 7, 2015 it shall become void and all payments shall be repaid to the Buyers.

23. **INSPECTION OF PRIVATE SEWAGE DISPOSAL SYSTEM.** Delete inappropriate alternatives below. If no deletions are made, the provisions set forth in Paragraph A shall be deemed selected.

- A. Seller represents and warrants to Buyer that the Property is not served by a private sewage disposal system, and there are no known private sewage disposal systems on the property.
- B. ~~The Property is served by a private sewage disposal system, or there is a private sewage disposal system on the Property. Seller and Buyer agree to the provision selected in the attached Addendum for Inspection of Private Sewage Disposal System.~~
- C. ~~Seller and Buyer agree that this transaction is exempt from the time of transfer inspection requirements by reason that~~

24. **OTHER PROVISIONS.**

Sale of Real Estate is subject to the following conditions: the Real Estate shall not be used in any manner so as to interfere with the use of the highway by the public, or to endanger public safety in the use of the highway, or to the material damage of the adjacent owner.

Accepted _____

Dated 3-23-15

SELLERS
CITY OF WEST DES MOINES

BUYERS

By: _____

Linda Robel

Print Name _____

Print Name Linda Robel

SS# _____

SS#

Print Name _____

Print Name _____

SS# _____

SS# _____

Address : _____

Address :
9075 Linda's Lane
West Des Moines, IA 50266-8069

Telephone: _____

Telephone: _____

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

DATE: April 6, 2015

ITEM: Resolution - Approval of Purchase Agreement, Deeds and Easements for the S Grand Prairie Parkway, f/k/a 105th Street, Wendover Road to Mills Civic Parkway, Project Number 0510-016-2008

FINANCIAL IMPACT: \$9,225.00 (previously budgeted)

BACKGROUND: Property interests necessary for the S Grand Prairie Parkway, f/k/a 105th Street, Wendover Road to Mills Civic Parkway, Project have been acquired through negotiated Purchase Agreements, at the appraised fair market value from the owners shown on Exhibit "A", costs not included in the compensation estimates in bold. The attached resolution approves the Purchase Agreements and, for policy and title purposes, formally accepts the deeds and easements and authorizes the filing of all relevant documents. Costs associated with acquisition of the easements will be paid from Account No. 4152.75.820.6.7930.

OUTSTANDING ISSUES (if any): None

RECOMMENDATION:

Adopt Resolution approving and accepting Purchase Agreements, Deeds and Easements for the S Grand Prairie Parkway, f/k/a 105th Street, Wendover Road to Mills Civic Parkway, Project.

Lead Staff Member: Greta Truman, Assistant City Attorney

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Works		
Date Reviewed			
Recommendation	Yes	No	Split

RESOLUTION NO. _____

**AUTHORIZING APPROVAL AND ACCEPTANCE OF PURCHASE AGREEMENTS,
DEEDS AND EASEMENTS FOR THE CONSTRUCTION OF THE
S GRAND PRAIRIE PARKWAY, f/k/a 105TH STREET,
WENDOVER ROAD TO MILLS CIVIC PARKWAY, PROJECT NUMBER 0510-016-2008**

WHEREAS, on December 3, 2007, the City Council heretofore ordered preparation of plans, specifications, form of contract and estimate of cost for the public improvement project known the S Grand Prairie Parkway, f/k/a 105th Street, Wendover Road to Mills Civic Parkway, Project Number 0510-016-2008; and

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

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

WHEREAS, documents conveying property interests for permanent public utility easements and associated improvements 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 are attached hereto as Exhibit "A" and made a part of this resolution; and

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

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

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

PASSED AND ADOPTED this 6th day of April, 2015.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson
City Clerk

Exhibit "A"

**S GRAND PRAIRIE PARKWAY, f/k/a 105TH STREET
WENDOVER ROAD TO MILLS CIVIC PARKWAY
WDM PROJECT NO. 0510-016-2008**

<u>PARCEL #</u>	<u>PROPERTY OWNER</u>	<u>ACQUIRED PRICE-FMV</u>
4	Brian and Susan Crites 33317 Waterberry Circle	\$7,570.00 *includes \$4,000 for landscaping
6	Patrick and Sanja Plynaar 33316 Waterberry Circle	\$1,655.00 *includes \$1,000 for landscaping/trees
	TOTAL	\$9,225.00

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

DATE: April 6, 2015

ITEM: Resolution - Approval of Purchase Agreement and Easements for the Fox Creek Sanitary Sewer Improvements – Phase 1

FINANCIAL IMPACT: \$7,000.00 (previously budgeted)

BACKGROUND: Easements necessary for the Fox Creek Sanitary Sewer Improvements – Phase 1 have 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 easements and authorizes the filing of all relevant documents. Costs associated with acquisition of the easements will be paid from Account No. 5061.80.820.6.7930.

OUTSTANDING ISSUES (if any): None

RECOMMENDATION:

Adopt Resolution approving and accepting the Purchase Agreement and Easements for the Fox Creek Sanitary Sewer Improvements – Phase 1.

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>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 AGREEMENTS AND PERMANENT AND TEMPORARY EASEMENTS 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 as the Fox Creek Sanitary Sewer Project, Project Number 0510-010-2012; and

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

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

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

WHEREAS, documents conveying property interests for permanent sanitary sewer 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 is attached hereto as Exhibit "A" and made a part of this resolution; and

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

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

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

PASSED AND ADOPTED this 6th day of April, 2015.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson
City Clerk

Exhibit "A"

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

<u>PARCEL #</u>	<u>PROPERTY OWNER</u>	<u>ACQUIRED PRICE-FMV</u>
23-1, 23-4	Pavilion Park, LC c/o William Spencer	\$7,000.00
	TOTAL	\$7,000.00

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

DATE: April 6, 2015

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

FINANCIAL IMPACT: \$9,870.00 (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	
Appropriations/Finance		
Legal		
Agenda Acceptance		

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

RESOLUTION 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 6th day of April, 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>
8	Barbara Heckman	\$9,870.00 *in addition to previous agreement Approved on 02/23/15
	TOTAL	\$9,870.00

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

ITEM: Approval of Proclamation
Affordable Housing Week

DATE: April 6, 2015

FINANCIAL IMPACT: None

BACKGROUND:

Affordable Housing Week is dedicated to educating the community about the importance and value of safe, stable and affordable housing in the City of West Des Moines and throughout Polk County.

OUTSTANDING ISSUES (if any): None

RECOMMENDATION:

Approval of Proclamation declaring April 12-18, 2015 as "Affordable Housing Week"

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

A Proclamation

- Whereas, access to safe, stable and affordable housing throughout Polk County impacts the lives of individuals and the economic vitality of our community; and
- Whereas, Polk County Housing Trust Fund is working closely with organizations who build, develop and support affordable housing initiatives; and
- Whereas, everyone benefits with affordable housing – the people who reside in these properties, their neighbors, businesses, employers and the community as a whole; and
- Whereas, calling attention to the needs and benefits of affordable housing is paramount to the growth of our community.

NOW, THEREFORE, I, Steven K. Gaer, Mayor of the City of West Des Moines, do hereby proclaim the week of April 12-18, 2015, as Affordable Housing Week, a week dedicated to educating the community about the importance and value of safe, stable and affordable housing in the City of West Des Moines and throughout Polk County.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

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

ITEM: Proclamation-World Landscape Architecture Month

DATE: April 6, 2015

FINANCIAL IMPACT: None

SYNOPSIS: The attached proclamation designates the month of April as World Landscape Architecture month to promote the profession of Landscape Architecture and its impact on the quality of life in West Des Moines.

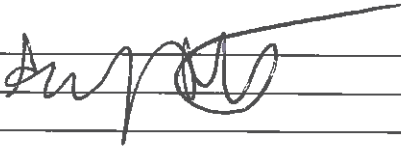
BACKGROUND:

OUTSTANDING ISSUES: None

RECOMMENDATION: That the Council approve the proclamation designating the month of April 2015 as World Landscape Architecture Month.

Lead Staff Member: Gary D. Scott 

STAFF REVIEWS

Department Director	
Appropriations/Finance	
Legal	
Agenda Acceptance	RTG

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

PROCLAMATION

WORLD LANDSCAPE ARCHITECTURE MONTH April 2015

WHEREAS, for more than a century, landscape architecture has combined creativity, insight and expertise to enhance the beauty of our City. This profession is responsible for parks, residential areas, commercial environments, streetscapes, and other natural open spaces; and

WHEREAS, landscape architecture balances artistic and scientific principles in the planning, design and management of our natural and built environments; and

WHEREAS, dedicated landscape architects use innovative skills and inventive techniques to alter our natural environment for human use; and

WHEREAS, duties of the landscape architect include a commitment to preserving the quality of natural landscapes, site planning for private and public lands, conserving historic landscapes and creating urban and other spaces; and

WHEREAS, landscape architecture has made tremendous and lasting contributions to the quality of life in West Des Moines; and

NOW THEREFORE, in special recognition of the importance of landscape architecture, I, Mayor of the City of West Des Moines, do hereby proclaim April 2015 WORLD LANDSCAPE ARCHITECTURE MONTH in West Des Moines, Iowa.

Dated this 6th day of April, 2015.

Steven K. Gaer, Mayor

ATTEST:

Ryan Jacobson, City Clerk

NO CHANGE FROM PREVIOUS READING**CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION**Date: April 6, 2015

ITEM: Rezoning Request, Aspen Valley (fka Brody Place Estates) – Southeast corner of Ashworth Road and future 84th Street – 27.5 acres - Rezone the property from Residential Single Family (RS-20) to Residential Single Family (RS-10) - Arrow Properties, LLC - ZC-002556-2014

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

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 84th 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 the 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 Glynn 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.

Previous Council Action:

Vote: 4-0 approval with Council Member Sandager absent

Date: March 23, 2015

Motion: Approval of the First Reading of the Ordinance.

OUTSTANDING ISSUES: There are no outstanding issues.

RECOMMENDATION: Based upon the preceding review and a finding of consistency with the Comprehensive Plan, staff recommends the City Council approve the second reading, waive the third reading and adopt the rezoning request 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 *BP*

STAFF REVIEWS:

Department Director	
Appropriations/Finance	
Legal	
Agenda Acceptance	

PUBLICATION(S) (if applicable)

Published In	<i>Des Moines Register</i>	
Date(s) Published	3/6/15	
Letter sent to surrounding property owners	3/4/15	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Development and Planning		
Date Reviewed	11/6/14		
Recommendation	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Split <input type="checkbox"/>

ATTACHMENTS:

- Attachment A - Proposed Rezoning Ordinance
- Exhibit A - Conditions of Approval

Prepared by: BPortz City of West Des Moines, PO Box 65320, West Des Moines, IA 50265
Return To: City Clerk, City of West Des Moines, P.O. Box 65320, West Des Moines, IA 50265
Tax Statement: Not Applicable

ORDINANCE #

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 5TH 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 5TH 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

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.

NO CHANGE FROM PREVIOUS READING

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

Date: April 6, 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 Second Reading, Waive Third and Adopt in Final Form

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.

Previous Council Action:

Vote: 4-0 approval, with Council Member Sandager absent.

Date: 3/23/2015

Motion: Approval of the First Reading of the amendment to City Code.

OUTSTANDING ISSUES: There are no outstanding issues.

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

Lead Staff Member: Brian Portz *BP*

Staff Reviews:

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

PUBLICATION(S) (if applicable)

Published In	Des Moines Register Community Section
Date(s) Published	March 6, 2015
Letter sent to surrounding property owners	3/3/2015

SUBCOMMITTEE REVIEW (if applicable)

Committee	Development & Planning		
Date Reviewed	November 6, 2014		
Recommendation	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Split <input type="checkbox"/>

ATTACHMENTS:

Exhibit I - Proposed Ordinance Amendment

S:\Development Projects\Keller Williams Realty - 4001 Westown Pkwy\Rezoning - PUD Amendment\ZC-002627-2015_SR_South Water Tower Place PUD Amendment_04-06-2015_CC_2nd Reading Waive 3rd And Adoption.Docx

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, 2014, 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 required by law.

Passed and approved by the City Council on the 6th day of April, 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: April 6, 2015

ITEM: Tallyn's Reach Parcel F, Generally located at the intersection of Cascade Avenue and S. 91st Street
– Amend the Tallyn's Reach Planned Unit Development to remove the 55 year old age qualification
for PUD Parcel F – Jerry Bussanmas – ZC-002620-2015

ORDINANCE: Approval of First Reading of Ordinance

FINANCIAL IMPACT: Undetermined.

BACKGROUND: Josh Trygstad with Civil Design Advantage, on behalf of the applicant, Jerry Bussanmas is requesting approval of an amendment to the Tallyn's Reach PUD for Parcel F (aka, Outlots G, H, I and K, Corrected Michael's Landing Plat 1) to remove the 55 year old minimum age qualification requirement for rental and or ownership of dwellings within PUD Parcel F. Staff had conversation with the developer of Outlot G, the development generally located at the northeast corner of S91st Street and Stagecoach Drive, whether they were okay with the change since they also fall under Parcel F's regulations. The developer of that parcel indicated full agreement as they did not realize they had restrictions and thus have owners within the development which do not meet the minimum age qualification.

The request is made in anticipation of the development of 44 detached townhomes on individual postage stamp lots within Outlot H.

Plan and Zoning Commission Action:

Vote: 7-0 Approval.

Date: March 30, 2015

Motion: Adopt a resolution recommending the City Council approve the PUD Ordinance.

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: August 14, 2014*
- Comprehensive Plan Consistency
- 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 an amendment to the Tallyn's Reach PUD to remove the 55 year old minimum age qualification requirement for rental and or ownership of dwellings within PUD Parcel F, subject to the conditions noted below and the applicant meeting all City Code requirements.

Lead Staff Member: J. Bradley Munford



Staff Reviews:

Department Director	
Appropriations/Finance	
Legal	
Agenda Acceptance	

PUBLICATION(S) (if applicable)

Published In	<i>Des Moines Register</i>	
Date(s) Published	March 20, 2015	
Letter sent to surrounding property owners	March 17, 2015	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Development & Planning		
Date Reviewed	3/26/2015		
Recommendation	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Split <input type="checkbox"/>

ATTACHMENTS:

- Exhibit I - Plan and Zoning Commission Communication
 - Attachment A - Commission Resolution
 - Exhibit A - Conditions of Approval
 - Attachment B - Location Map
 - Attachment C - Proposed PUD Ordinance (*moved to Exhibit II*)
 - Exhibit A - PUD Sketch Plan
 - Exhibit B - Buffering Illustration
 - Attachment D - Letters from the Public
- Exhibit II - Proposed PUD Ordinance
 - Exhibit A - PUD Sketch Plan
 - Exhibit B - Buffering Illustration

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

Meeting Date: March 30, 2015

Item: Tallyn's Reach Parcel F, Generally located at the intersection of Cascade Avenue and S. 91st Street – Amend the Tallyn's Reach Planned Unit Development to remove the 55 year old age qualification for PUD Parcel F – Jerry Bussanmas – ZC-002620-2015

Requested Action: Approval of Rezoning Request

Case Advisor: J. Bradley Munford 

Applicant's Request: Josh Trygstad with Civil Design Advantage, on behalf of the applicant, Jerry Bussanmas is requesting approval of an amendment to the Tallyn's Reach PUD for Parcel F (aka, Outlots G, H, I and K, Corrected Michael's Landing Plat 1) to remove the 55 year old minimum age qualification requirement for rental and or ownership of dwellings within PUD Parcel F. Staff had conversation with the developer of Outlot G, the development generally located at the northeast corner of S91st Street and Stagecoach Drive, whether they were okay with the change since they also fall under Parcel F's regulations. The developer of that parcel indicated full agreement as they did not realize they had restrictions and thus have owners within the development which do not meet the minimum age qualification.

The request is made in anticipation of the development of 44 detached townhomes on individual postage stamp lots within Outlot H.

History: The City Council approved a Rezoning Request to establish the Tallyn's Reach PUD (aka Michael's Landing and/or Woodland Hills development) on May 22, 2006. The Tallyn's Reach PUD has been amended four times since its adoption. The most recent amendments allowed for Single Family Residential south of Sugar Creek Drive and adjusted which parcels may develop with Medium and High Density Residential and Neighborhood Commercial.

City Council Subcommittee: This item was presented at the March 26, 2015 Development and Planning City Council Subcommittee as an informational item. There were no objections to the request.

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 Tallyn's Reach PUD to remove the 55 year old age qualification for PUD Parcel F, subject to the applicant meeting all City Code requirements.

Noticing Information: On March 20, 2015, notice for the March 30, 2015, Plan and Zoning Commission and April 6, 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 17, 2015:

Property Owners:

Family Homes Construction II, LLC
Bankers Trust Company,
453 7th Street
Des Moines, IA 50304
Gbuelt@bankerstrust.com

Applicant

Jerry Bussanmas LLC
P.O. Box 71038
Clive, IA 50325
Attn: Jerry Bussanmas
Jerry@jerrybus.com

Applicant's Representative:

Civil Design Advantage LLC
3405 SE Crossroads Drive, Suite G
Grimes, IA
Attn: Josh Trygstad, P.E.
JoshT@cda-eng.com

Attachments:

- Attachment A - Plan and Zoning Commission Resolution
- Exhibit A - Conditions (none)
- Attachment B - Location Map
- Attachment C - Proposed PUD Ordinance Amendment

RESOLUTION NO. PZC-15-013

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 TALLYN'S REACH PLANNED UNIT DEVELOPMENT PUD TO REMOVE THE MINIMUM AGE QUALIFICATION FOR PUD PARCEL F

WHEREAS, pursuant to the provisions of Title 9, Chapter 1 et seq, of the West Des Moines Municipal Code, the applicant, Jerry Bussanmas, LLC, has requested an amendment to the Tallyn's Reach PUD (ZC-002620-2015) to amend the age restriction for parcel F within the Tallyn's Reach 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 30, 2015, this Commission held a duly-noticed hearing to consider the application for Rezoning Request (ZC-002620-2015);

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 30, 2015, or as amended orally at the Plan and Zoning Commission hearing of March 30, 2015, are adopted.

SECTION 2. REZONING REQUEST (ZC-002620-2015) to remove the minimum age restriction for Parcel F within the Tallyn's Reach PUD is recommended to the City Council for approval, subject to compliance with all the conditions in the staff report, dated March 30, 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 30, 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 30, 2015, by the following vote:


AYES: Andersen, Brown, Cownie, Crowley, Costa, Erickson, Hatfield

NAYS: -0-

ABSTENTIONS: -0-

ABSENT: -0-

ATTEST:

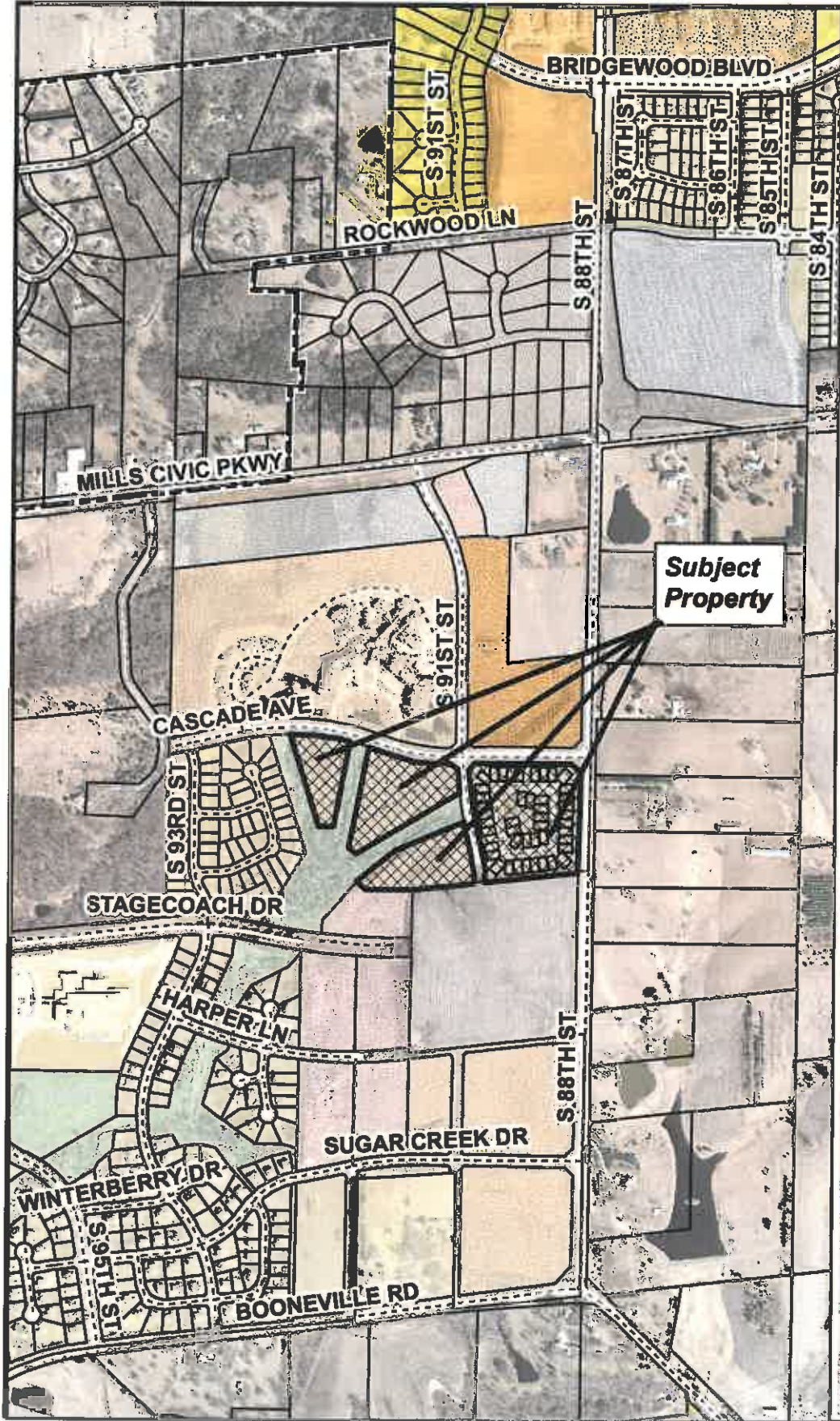

Recording Secretary

**Exhibit A
Conditions of Approval**

- 1. No conditions of approval.**



**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 - Conserve 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

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

ORDINANCE NO.

AN ORDINANCE AMENDING THE CITY CODE OF THE CITY OF WEST DES MOINES, IOWA, 2014, AND ORDINANCES #1699, #1772, #2000, #2046 AND #2047 PERTAINING TO P.U.D. (PLANNED UNIT DEVELOPMENT) DISTRICT REGULATIONS AND GUIDELINES.

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

SECTION 1. AMENDMENT. Ordinance #1699, #1772, #2000, #2046 and #2047 pertaining to the Tallyn's Reach Planned Unit Development (PUD), Section 11, *Land Use Design Criteria*, Subsection E, *Parcel F* is hereby amended by deleting the highlighted strike-thru text and inserting the italicized and bolded text and renumbering accordingly:

Section 11: LAND USE DESIGN CRITERIA:

E. Parcel F: All general use regulations and provisions set forth in title 9, "Zoning", of the city code for residential medium-density shall apply to any development proposal for property within parcel F as shown on the PUD *sketch* plan of the Tallyn's Reach PUD, unless noted otherwise in this ordinance.

~~1. Age Qualified Community: It is intended that the occupants of the townhomes within parcel F are of the age fifty five (55) and over.~~

I. Allowed Development Size: No more than ninety four (94) units and 23.3 acres shall be permitted.

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 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: April 6, 2015

ITEM: Lacey Annexation, present address of 33526 Rockwood Lane, which is generally located west of 91st Street and north of Mills Civic Parkway (approximately 8.92 acres) -Voluntary Annexation – City Initiated

Resolution - Approval of Voluntary Annexation and the Transition for the Imposition of City Tax

FINANCIAL IMPACT: Municipal services will be provided to the subject property, which is one single family lot with a house under construction. Both sanitary sewer and water are or will soon be in the area; the property owner would like to hook on once available. The Fox Creek Sanitary sewer project is under construction now and is expected to be done this fall. Sewer connection fees will be paid by the property owner.

The proposed tax abatement only applies to the City's portion of the property tax levy. The abatement will cease if the use of the property changes during the abatement period. The full City tax levy will apply to the property from the time of the use change forward. Attached to this staff report is a resolution for adoption by the City Council approving the voluntary annexation. Staff has added language to the resolution to authorize tax abatement on a five-year, sliding scale basis, as provided for by State Law for all properties proposed to be annexed into the City.

SYNOPSIS: On February 19, 2015, staff received an application for annexation from David and Sarah Lacey, the owners of a single family lot which is the subject of this annexation request. (See Attachment A – Location Map and Attachment B, Exhibit B – Annexation Area). They are presently building a home on the lot and would like to annex into the City of West Des Moines in order to receive City services. Staff sent letters to surrounding property owners to inquire about interest in joining this annexation. As of March 9, 2015, the deadline set to receive an answer from neighboring property owners, no additional property owners indicated that they wanted to be part of the annexation. (Since then, one property owner has contacted staff, stating their interest in annexing; however their neighbor would also need to be annexed at the same time to avoid creating an island. Additional conversations will occur with both property owners, once the other property owner is back from an extended trip.) Staff has continued with processing the annexation of property as submitted.

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

NOTICING INFORMATION: Notices were sent to the City of Waukee, public utilities, County Boards of Supervisors, and other entities having interest in the annexation. Notification of the April 6, 2015, City Council public hearing was published in the Des Moines Register on March 20, 2015, in the central distribution area, which includes Dallas County.

RECOMMENDATION: The Development & Planning City Council Subcommittee recommends the adoption of the resolution approving the voluntary annexation of the approximately 8.92 acres as proposed. Staff recommends the approval of the resolution providing five (5) year, sliding scales tax abatement, as provided by State Code, for all property in the annexation area, with tax abatement ceasing in five years or upon a change of use after the effective date of the annexation, whichever occurs first.

Attachments:

Attachment A - Location Map
Attachment B - Resolution

Exhibit A: Location Map

Exhibit B: Legal Description

Exhibit C: Annexation Map (List of Properties to be Provided Transition for the Imposition of City Taxes)

Lead Staff Member: Naomi Hamlett, AICP, Planner

AK

STAFF REVIEWS

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

CEE

AK

RTJ

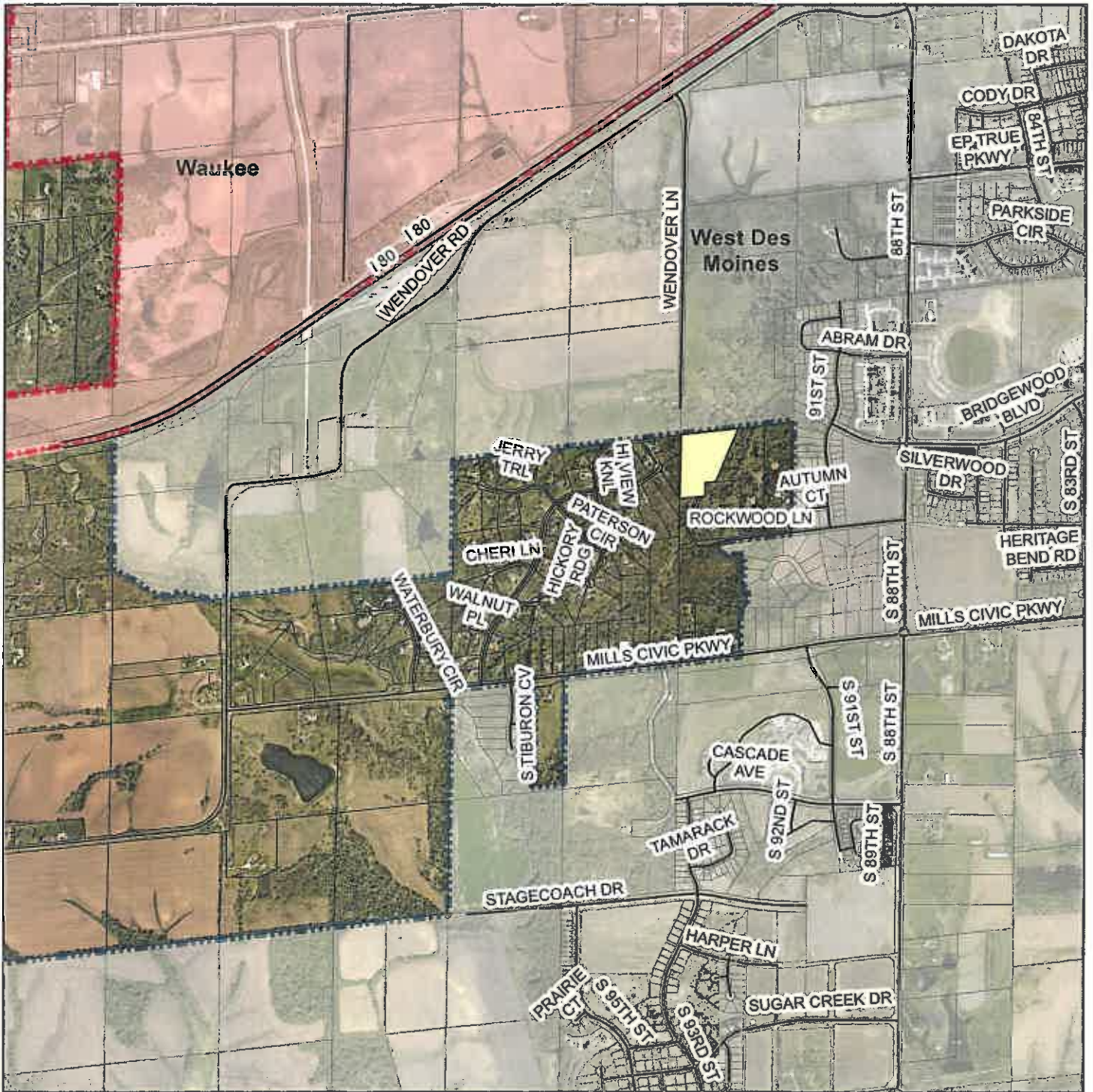
PUBLICATION(S) (if applicable)

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



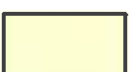
SUBCOMMITTEE REVIEW (if applicable)

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

ATTACHMENT A
General Location Map
Lacey Annexation



Legend

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

ATTACHMENT B

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

RESOLUTION APPROVING THE VOLUNTARY ANNEXATION OF PROPERTY AND PROVIDING A TRANSITION FOR THE IMPOSITION OF TAXES

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

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

LEGAL DESCRIPTION

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

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

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

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

WHEREAS, The City Council will provide a transition for the imposition of City taxes to all properties within the annexation area, as provide for in Section 368.7(5) of the Code of Iowa, 2013, according to the following formula also allowed in Section 368.11(3)(m) of the Code of Iowa, 2013: 75% for the first year; 60% the second year; 45% the third year; 30% the fourth year; and 15% the fifth year. However, if subsequent to the effective date of the annexation, the use of a property changes, the transition for the imposition of City taxes will cease and the City tax will be imposed at the appropriate rate based upon the then-existing use of the property as determined by the County Assessor. Imposition of the appropriate rate shall commence at the time of the change in use of the property; and

WHEREAS, the following described property in Exhibit "C," attached hereto and made a part hereof, is taxed and utilized as indicated and is included in the area to be annexed under the Annexation Resolution; and

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

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

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

SECTION 3. A transition for imposition of taxes shall be provided to the property described in Exhibit "C", pursuant to the formula set forth above and shall be applied in the levy and collection only of City taxes.

SECTION 4. This Resolution's transition for imposition of taxes shall be effective upon completion of annexation by recording with the Secretary of State's office.

PASSED AND ADOPTED on April 6, 2015.

Steven K. Gaer
Mayor

ATTEST:

Ryan T. Jacobson
City Clerk

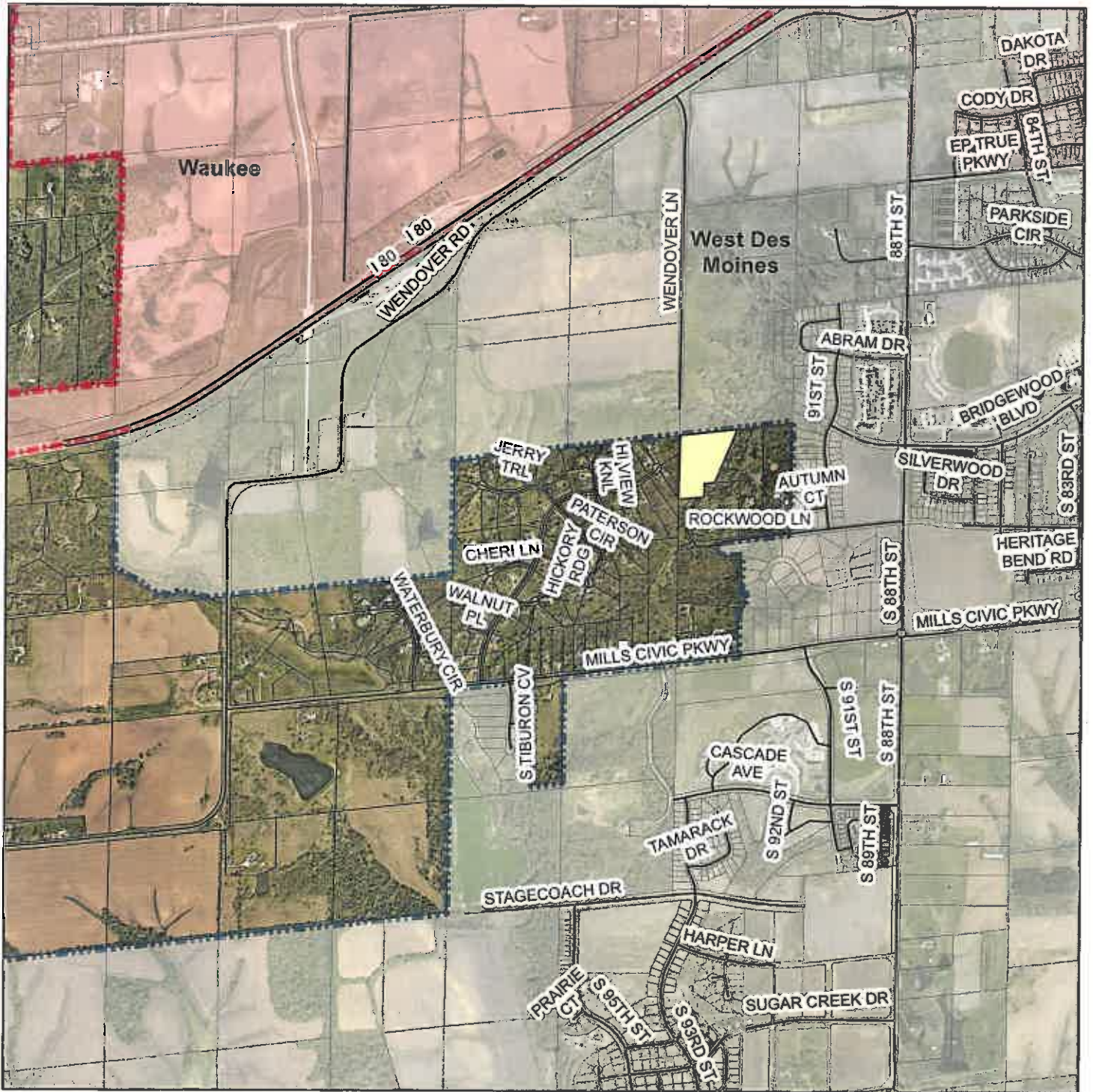
I HEREBY CERTIFY that the foregoing resolution was duly adopted by the City Council of the City of West Des Moines, Iowa, at a regular meeting held on April 6, 2015, by the following vote:

ATTEST:

Ryan T. Jacobson
City Clerk

EXHIBIT A

General Location Map
Lacey Annexation



Legend

 West Des Moines Corporate Limit

 Waukee Corporate Limit

 Area to be Annexed

EXHIBIT B

LEGAL DESCRIPTION LACEY ANNEXATION CITY OF WEST DES MOINES

A TRACT OF LAND LOCATED IN SECTION 15, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN, DALLAS COUNTY, IOWA, IS INCLUDED IN AN AREA BEING PETITIONED FOR ANNEXATION INTO THE CITY OF WEST DES MOINES, IOWA, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT THREE, HICKORY KNOLLS PLACE REPLAT, AN OFFICIAL SUBDIVISION NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, DALLAS COUNTY IOWA;

THENCE EAST, ALONG THE NORTH LINE OF SAID LOT 3, TO THE NORTHEAST CORNER OF SAID LOT 3;

THENCE SOUTHWESTERLY, ALONG THE EASTERLY LINE OF SAID LOT 3, TO THE SOUTHEAST CORNER OF SAID LOT 3;

THENCE WEST, ALONG THE NORTH LINE OF LOT 4 OF SAID HICKORY KNOLLS PLACE REPLAT, TO A POINT 300.00 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 4;

THENCE SOUTH $01^{\circ}11'07''$ WEST (ASSUMED BEARING), A DISTANCE OF 150.00 FEET;

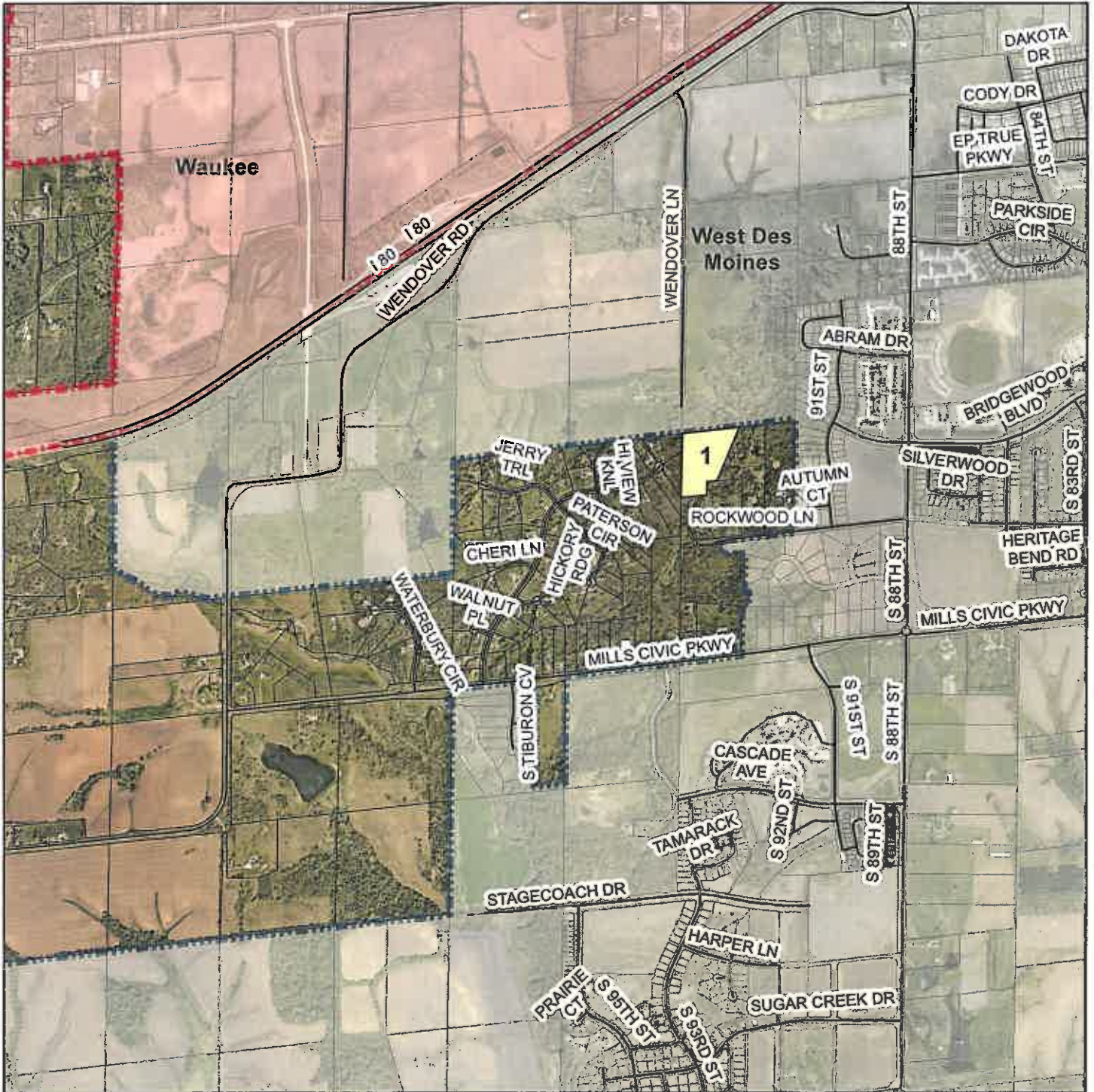
THENCE SOUTH $83^{\circ}36'46''$ WEST (ASSUMED BEARING), A DISTANCE OF 300.00 FEET TO THE WEST LINE OF SAID LOT 4;

THENCE NORTH, ALONG THE WEST LINE OF SAID LOT 4, TO THE SOUTHWEST CORNER OF SAID LOT 3;




THENCE NORTH, ALONG THE WEST LINE OF SAID LOT 3, TO THE POINT OF BEGINNING.

EXHIBIT C

Annexation Map Lacey Annexation



Legend

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

1 PIN 16-15-201-002 David L. & Sarah E. Lacey, JTRS

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

ITEM: Approval to execute a Development Agreement between Microsoft and the City of West Des Moines

DATE: April 6, 2015

RESOLUTION: Approval of Development Agreement

FINANCIAL IMPACT: Based on the attached development agreement, the City anticipates building approximately \$8.5 million in infrastructure in the area of the existing Microsoft data center (South 88th St and Grand Avenue). These improvements will serve as the City’s required match for the incentives offered to Microsoft by IEDA. These costs will be funded by incremental property tax revenues generated by property within the Mills Parkway Urban Renewal Plan.




BACKGROUND: In 2011, Microsoft Corporation built Phase I of a data center at South 88th Street and Grand Avenue. They have since completed Phase II of the data center, and Phase III is under construction. In 2008, the City and Microsoft entered into a development agreement regarding the Phase I improvements on the property. In 2010, this agreement was amended to include further improvements on the property. This third development agreement describes and clarifies what has been completed, and also adds additional infrastructure projects tied to Phase III improvements to total the \$8.35 million required by the IEDA match, namely the construction of South 88th Street, from Sugar Creek Drive to Grand Avenue, and then potentially bridge and channel improvements to improve drainage and or South Jordan Creek Parkway from Grand Avenue to Raccoon River Drive. Microsoft has agreed to a Minimum Assessment Agreement, which varies between approximately \$44 -\$48 million over the remaining 16 years of the Urban Renewal Plan.

OUTSTANDING ISSUES: There are no outstanding issues.

RECOMMENDATION: Adopt the resolution approving the Development Agreement and authorizing the Mayor to sign the Agreement on behalf of the City.

Lead Staff Member: Naomi Hamlett, AICP, Planner 

STAFF REVIEWS

Department Director	Clyde Evans, Community and Economic Development Director 
Appropriations/Finance	
Legal	
Agenda Acceptance	

PUBLICATION(S) (if applicable)

Published In	Des Moines Register
Date(s) Published	April 2, 2015
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 - Development Agreement
- Exhibit II - Resolution

EXHIBIT I

MEMORANDUM OF UNDERSTANDING (DM-1, DM-2 and DM-3 Minimum Improvements)

This Memorandum of Understanding ("2015 Memorandum" or "Memorandum") is made as of the _____ day of _____, 2015, by and between the City of West Des Moines, Iowa (the "City"), a municipal corporation, with its principal offices located at 4200 Mills Civic Parkway, West Des Moines, Iowa 50265, and Microsoft Corporation (the "Developer"), a Washington corporation, with its principal offices located at One Microsoft Way, Redmond, Washington. The parties are the City and Developer.

This 2015 Memorandum terminates and replaces the previous Memorandums of Understanding made by the parties on June 14, 2010 and on August 25, 2008 (the "Previous Memorandums") and by execution of this 2015 Memorandum, the parties agree that the Previous Memorandums (and the Prior Minimum Assessment Agreement which was part of the June 14, 2010 Memorandum of Understanding), shall be of no force or effect whatsoever. This 2015 Memorandum is the only existing applicable Memorandum of Agreement (and Minimum Assessment Agreement) governing development activities between the parties related to the Development Property.

The capitalized terms in this introduction and the "Whereas" clauses below are defined in Section I.

WITNESSETH:

WHEREAS, in furtherance of the objectives of Chapter 403 and Chapter 15A of the Code of Iowa, as amended, the City is engaged in carrying out urban renewal project activities in an area known as the Mills Parkway Urban Renewal Area (Subdistrict No. 7); and

WHEREAS, the City and Developer intend that this 2015 Memorandum describe and/or clarify (1) that the DM-1 Minimum Improvements obligation was satisfied by the DM-1 Bond issued to finance the DM-1 Public Use Improvements already constructed; (2) the DM-3 Public Use Improvements to be constructed by the City associated with the Developer's construction of DM-3 Minimum Improvements; and (3) the replacement Minimum Assessment Agreement necessary to set minimum assessment amounts for the City's public improvements funded by the proceeds of the DM-1 2010 Bonds (related to the DM-1 Public Use Improvements) and the DM-3 Bonds (related to the DM-3 Public Use Improvements); and

WHEREAS, the Developer has constructed DM-1 and DM-2 Minimum Improvements on the Development Property (defined and depicted in Exhibits A and A-1), and such Minimum Improvements were assessed as of January 1, 2014, and the City has correspondingly completed the DM-1 Public Use Improvements associated with the DM-1 Minimum Improvements; and

WHEREAS, the Developer is in the process of completing DM-3 Minimum Improvements and the City is correspondingly planning to complete the DM-3 Public Use Improvements associated with the DM-3 Minimum Improvements; and

WHEREAS, City believes that the development of the DM-1, DM-2 and DM-3 Minimum Improvements on the Development Property are in the vital and best interests of the City and in accordance with the public purposes and provisions of the applicable State and local laws and requirements under which the project has been undertaken and is being assisted; and

WHEREAS, the State of Iowa ("State"), the Developer and the City have entered into Economic Development Assistance Contracts that are described below and collectively referred to as "IEDA Contracts", which contracts collectively provide for State assistance/incentives; and the DM-1 and DM-3 Public Use Improvements defined in this Memorandum shall serve as the "local match" for the IEDA Contracts, in whole or in part.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

I. DEFINITIONS.

In addition to other definitions set forth in this 2015 Memorandum, all capitalized terms used and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

Annual Certification Form is the annual form submitted by Developer to document the Monthly Average of Full Time Equivalent Jobs in the form of Exhibit E.

Assessor means the assessor of Dallas County, Iowa.

Assessment Agreement or Minimum Assessment Agreement means the minimum assessment agreement in the form of Exhibit B attached hereto.

Bonds means DM-1 2010 Bonds and DM-3 Bonds. The DM-1 2010 Bonds are general obligation bonds previously issued by the City for the purpose of funding the DM-1 Public Use Improvements. The DM-3 Bonds mean the general obligation bonds to be issued in an aggregate principal amount estimated to be approximately \$8,500,000, subject to satisfaction of the conditions precedent set forth in this Agreement, and also may be used to pay capitalized interest and costs of issuance of the DM-3 Bonds. Such aggregate principal amount may change depending on a variety of factors, such as the costs of projects, actual Bond sale terms, tax rates and levies, the timing of the sale, inclusion of capitalized interest, as necessary, and other factors. Developer recognizes and agrees that the City will use the Tax Increment generated by the construction of the DM-1, DM-2 and DM-3 Minimum Improvements to pay all of the Debt Service coming due on the Bonds. The estimated repayment schedule(s) for the Bonds will be attached hereto as Exhibit C and incorporated herein by reference. The current version of Exhibit C proposes one series of DM-3 Bonds (also referred to as "2016 GO Bonds" in Exhibit C); however, the number of series of DM-3 Bonds and amounts of such Bonds will necessarily change according to the City's borrowing decisions and other factors. Following each issuance

of the DM-3 Bonds, the City shall deliver a copy of the final debt service schedule to the Developer, and such debt service schedule thereafter shall be substituted for and become part of Exhibit C to this Memorandum. In addition, the parties acknowledge that if the Bonds are refinanced in the future to effectuate debt service savings, Exhibit C shall be updated and such debt service schedule thereafter shall be substituted for and become Exhibit C to this Memorandum.

City means West Des Moines, Iowa.

Code means the Code of Iowa, 2013, as amended.

County means Dallas County, Iowa.

Debt Service for the DM-1 Public Use Improvements and the DM-3 Public Use Improvements or Debt Service means the scheduled principal and interest payments (including capitalized interest) related to the DM-1 2010 Bonds and the DM-3 Bonds.

Developer means Microsoft Corporation.

Development Property means the property defined by legal description in Exhibit A and depicted in Exhibits A-1 and A-2.

DM-1 2010 Bonds means the general obligation bonds, proceeds of which were used to fund the DM-1 Public Use Improvements, specifically "Series 2010D," issue date 8-11-2010.

DM-1, DM-2 and DM-3 Urban Renewal Tax Increment Revenue Fund(s) means the special funds of the City created under the authority of Section 403.19(2) of the Code and the Ordinances, which funds were created in order to pay the principal of and interest on loans, monies advanced or indebtedness, whether funded, refunded, assumed or otherwise, including bonds or other obligations issued under the authority of Section 403.9 or 403.12 of the Code, incurred by the City to finance or refinance in whole or in part projects undertaken pursuant to the Urban Renewal Plan for the Urban Renewal Area.

DM-1 Minimum Improvements or DM-1 consists of a data center, service spine, service connector, and administration building of approximately 71,000 square feet on the Development Property legally described in Exhibit A and depicted in the diagrams in Exhibits A-1 and A-2.

DM-1 Public Use Improvements are the public improvements constructed by the City associated with the DM-1 Minimum Improvements consisting of (1) 900 feet of Grand Avenue west of S. 88th Street; (2) approximately 2,844 feet of S. 88th Street from Raccoon River Drive north through the intersection with Booneville Road; (3) a water main from Jordan Creek Parkway to S. 88th Street; and (4) sanitary sewer connection fee district payment.

DM-2 Minimum Improvements or DM-2 consists of a data center of approximately

110,000 square feet on the Development Property legally described in Exhibit A and depicted in the diagrams in Exhibits A-1 and A-2.

DM-3 Bonds means the general obligation bonds, proceeds of which are used to fund the construction of the DM-3 Public Use Improvements, with anticipated issuance dates for said bonds beginning in 2016.

DM-3 Minimum Improvements or DM-3 consists of a data center of approximately 114,000 square feet on the Development Property legally described in Exhibit A and depicted in the diagrams in Exhibits A-1 and A-2.

DM-3 Public Use Improvements means public improvements constructed by the City to meet the local match requirement under the IEDA Contract(s), estimated to be \$8,500,000, and as further defined in Section III D.

Drainage Improvements means drainage improvements related to Sugar Creek and/or Johnson Creek basins.

Events of Default means the actions described in Section VI.A.

Full Time Equivalent Jobs shall have the same meaning as defined in the 2014 IEDA Contract 14-TC-026.

IEDA means Iowa Economic Development Authority.

IEDA Contracts means the contracts among the State of Iowa, Developer and City as follows: Contract 09-HQJC-008 ("2009 IEDA Contract"); Contract 10-IVF-080 ("2010 Iowa Vision Fund Contract"); Contract 12-TC-025 ("2012 IEDA Contract"); (Contract No. 13-TC-060) ("2013 IEDA Contract"); and RISE Grant IA DOT 2009-R-005 ("RISE Contract").

Indemnified Parties mean the persons described in Section VII.

Minimum Actual Value means the minimum actual value of the DM-1, DM-2 and DM-3 Minimum Improvements on the Development Property as set forth in the Minimum Assessment Agreement (Exhibit B).

Monthly Average means the average Full Time Equivalent Jobs as stated in the Annual Certification Form. (Exhibit E).

Mortgage means any mortgage or security agreement in which the Developer has granted a mortgage or other security interest in the Development Property, or any portion or parcel thereof, or any improvements constructed thereon.

Ordinance(s) means the respective ordinances of the City, under which the taxes levied on the taxable property in the Urban Renewal Area shall be divided and a portion paid into the DM-1, DM-2 and DM-3 Urban Renewal Tax Increment Revenue Fund.

Previous Memorandums of Understanding means the June 14, 2010 and August 25, 2008 Memorandums of Understanding.

Prime Rate means the interest rate quoted by the Wall Street Journal as the prime rate for the banking industry.

Prior Minimum Assessment Agreement means the minimum assessment agreement that was part of the June 14, 2010 Memorandum of Understanding.

Shortfall Payment means the payment(s) defined in Section IV.A of this Memorandum.

South 88th Street Project means construction of South 88th Street from Sugar Creek Drive southerly to Booneville Road.

South Jordan Creek Parkway Project means construction of South Jordan Creek Parkway from Grand Avenue southerly to Raccoon River Drive.

Tax Increment means the tax increment revenues received by the City from the County pursuant to Iowa Code Section 403.19, and the City's Ordinance(s) implementing the division of taxes under Iowa Code Section 403.19, as it may be amended, generated by the construction of the DM-1, DM-2, and DM-3 Minimum Improvements on the Development Property within the Mills Parkway Urban Renewal Area (Subdistrict 7). See also Section IV.A.

Termination Date means the termination date as defined in the Minimum Assessment Agreement, Exhibit B Section 1.

Urban Renewal Area means the property within the Mills Parkway Urban Renewal Area (Subdistrict 7) as described by the Mills Parkway Urban Renewal Plan, as amended.

Urban Renewal Plan means the Urban Renewal Plan for the Mills Parkway Urban Renewal Area (Subdistrict 7).

2015 Memorandum or Memorandum means this Memorandum of Understanding and all exhibits attached hereto.

II. DM-1 MINIMUM IMPROVEMENTS AND DM-1 PUBLIC USE IMPROVEMENTS--COMPLETED.

A. DM-1 Minimum Improvements are completed. Developer has constructed a data center, service spine, service connector, and administration building of approximately 71,000

square feet on the Development Property legally described in Exhibit A and depicted in the diagram in Exhibits A-1 and A-2. ("DM-1 Minimum Improvements.") Developer's obligations to construct the DM-1 Minimum Improvements have been satisfied.

B. Minimum Assessment Agreement on Development Property for DM-1 and DM-2 is in compliance. The City, Developer and County Assessor previously entered into a minimum assessment agreement, which set the minimum actual value of the Development Property and completed DM-1 and DM-2 Minimum Improvements to be made on the Development Property at no less than \$15,000,000 (Minimum Actual Value). As of January 1, 2014, the fully assessed valuation of the DM-1 and DM-2 Minimum Improvements totals more than \$38,000,000. Therefore the assessed value of the Development Property for DM-1 and DM-2 has been met and exceeded. The Prior Minimum Assessment Agreement shall be substituted and replaced by the Minimum Assessment Agreement incorporated into this 2015 Memorandum as Exhibit B. Therefore, upon the recording of the Minimum Assessment Agreement incorporated as Exhibit B, this 2015 Memorandum terminates the Prior Minimum Assessment Agreement.

C. The Public Use Improvements related to DM-1 Minimum Improvements have been completed. The City completed certain public improvements ("DM-1 Public Use Improvements") for Developer associated with the construction of DM-1 Minimum Improvements consisting of (1) 900 feet of Grand Avenue west of S. 88th Street; (2) approximately 2,844 feet of S. 88th Street from Raccoon River Drive north through the intersection with Booneville Road; (3) a water main from Jordan Creek Parkway to S. 88th Street; and (4) a sanitary sewer connection fee district payment. All such DM-1 Public Use Improvements were funded by the DM-1 2010 Bonds. The DM-1 2010 Bonds shall be paid, along with the DM-3 Bonds, per the estimated schedule set out in Exhibit C, which schedule will be revised when the sale costs and other factors related to the DM-3 Bonds are determined, and again if the DM-1 2010 Bonds or the DM-3 Bonds are refinanced.

III. CITY PUBLIC USE IMPROVEMENTS FOR DM-3 MINIMUM IMPROVEMENTS

A. DM-2 Minimum Improvements are completed. Developer has constructed a data center of approximately 110,000 square feet on the Development Property legally described in Exhibit A and depicted in the diagrams in Exhibits A-1 and A-2 ("DM-2 Minimum Improvements"). Developer's obligations to construct the DM-2 Minimum Improvements have been satisfied.

B. DM-3 Minimum Improvements. Developer shall complete a data center of approximately 114,000 square feet on the Development Property legally described in Exhibit A and depicted in the diagrams in Exhibits A-1 and A-2 ("DM-3 Minimum Improvements"). DM-1, DM-2 and DM-3 Minimum Improvements shall have a total actual valuation as of January 1, 2015 of at least \$47,500,000, and subsequent valuations, as defined below in Section III.C. Upon completion, and at the request of Developer, City will execute a certification of completion, indicating that Developer's obligations to construct the DM-3 Minimum Improvements have been satisfied.

C. Minimum Assessment Agreement on Development Property for DM-3 Minimum Improvements. Simultaneously with this 2015 Memorandum, the City, Developer and Dallas County Assessor shall enter into a minimum assessment agreement in the form of Exhibit "B" attached hereto (the "Assessment Agreement" or "Minimum Assessment Agreement"), which sets forth the minimum actual value of the Development Property and the DM-1, DM-2, and DM-3 Minimum Improvements, as of January 1, 2015, until the Termination Date defined in the Assessment Agreement. The Assessment Agreement provides that as of January 1, 2015, the Development Property and the DM-1, DM-2 and DM-3 Minimum Improvements constructed by Developer shall have an agreed actual valuation of at least \$47,500,000, and at least the assessed values in the following chart set forth below until the Termination Date (the "Minimum Actual Value") (land and buildings).

Assessment Date (January 1)	Minimum Actual Value (land and buildings)
1/1/2015	47,500,000
1/1/2016	47,593,200
1/1/2017	48,108,096
1/1/2018	48,178,843
1/1/2019	48,233,177
1/1/2020	48,270,413
1/1/2021	48,289,845
1/1/2022	47,808,297
1/1/2023	47,780,270
1/1/2024	47,731,997
1/1/2025	47,150,704
1/1/2026	46,527,067
1/1/2027	46,392,285
1/1/2028	45,690,186
1/1/2029	44,941,447
1/1/2030	44,144,481

The Minimum Actual Value is the value before commercial rollback.

The term of the Minimum Assessment Agreement shall continue as described in the Assessment Agreement until the Termination Date defined in Exhibit B, Section 1. For further information, see Minimum Assessment Agreement, Exhibit B.

D. DM-3 Public Use Improvements. The City's obligation under the IEDA Contract(s) to provide a local match is \$8,500,000 (estimate). Consequently, the City shall issue the DM-3 Bonds in an amount necessary to generate net proceeds equal to the local match, which shall be used to construct the DM-3 Public Use Improvements, to the extent set out below:

The City shall design and construct South 88th Street from Sugar Creek Drive southerly to Booneville Road, approximately \$6,000,000 (plus financing costs) ("South 88th Street

Project"), anticipated to be substantially completed and opened to traffic by December 31, 2016.

To fulfill the local match by the IEDA Contract(s) deadline of December 31, 2017, the City will, in its sole discretion, expend the balance of the net proceeds (the total net proceeds not to exceed \$8,500,000) of the DM-3 Bonds on some or all of the following projects in the following order of priority:

1. Design and/or construction of drainage improvements related to Sugar Creek and/or Johnson Creek basins, approximately \$2,500,000 ("Drainage Improvements Project").
2. Design and/or construction of South Jordan Creek Parkway from Grand Avenue southerly to Raccoon River Drive, approximately \$3,500,000 ("South Jordan Creek Parkway Project").

As indicated above, the estimated total costs of the available projects identified above exceed the IEDA local match. Only \$8,500,000 plus financing costs has been included in Exhibit C. Exhibit C, incorporated herein, represents the parties' understanding of the estimated schedule for the retirement of the DM-1 2010 Bonds and DM-3 Bonds, as secured by the Minimum Assessment Agreement. The schedule in Exhibit C will be revised when the sale costs and other factors related to the DM-3 Bonds are determined, and again if the DM-1 2010 Bonds or the DM-3 Bonds are refinanced.

(a) Other Improvements. The City may determine to construct additional infrastructure improvements, in its sole discretion, when undertaking the construction of any of the DM-3 Public Use Improvements, provided the additional infrastructure improvements do not materially adversely affect the development of the DM-3 Minimum Improvements or the completion of the DM-3 Public Use Improvements.

(b) Authority to Design, Engineer and Construct. The City shall design, engineer and construct the DM-3 Public Use Improvements in accordance with current City standards and design guidelines, other applicable design standards, the terms of this 2015 Memorandum, and in accordance with the provisions of the Iowa Code, including required public notice and hearing on the proposed public improvements.

(c) Right of Way and Easements. Except as set forth below, the City shall obtain, through condemnation if necessary and available, all required property and rights of way (including, without limitation, grading easements) necessary for construction of the DM-3 Public Use Improvements, as determined by final engineering design. Such costs will be part of the DM-3 Public Use Improvement costs. The City shall be responsible, at its sole cost and expense, for the vacation of any existing roadway or rights of way that will no longer be

required as the result of construction of the DM-3 Public Use Improvements.

Developer shall convey, at no cost to the City, such easements as may be necessary for the construction and operation of all DM-3 Public Use Improvements and cooperate with the City in the construction and operation of the DM-3 Public Use Improvements. Developer shall assist the City in obtaining easements on the property Developer owns.

(d) Non-responsibility of Developer. The City acknowledges and agrees that Developer has no obligation or responsibility or liability whatsoever with respect to the DM-3 Public Use Improvements.

(e) No Special Assessment. The Development Property shall not be specially assessed for any of the DM-3 Public Use Improvements to be constructed by City pursuant to this 2015 Memorandum, but nothing in this Section III D(5)(g) shall preclude the City from specially assessing such property for improvements other than the DM-3 Public Use Improvements constructed by the City after the completion of the DM-3 Public Use Improvements.

(f) No Special Legal Entitlements. Developer recognizes and agrees that all of the DM-3 Public Use Improvements shall be owned and maintained by the City for the benefit of the general public; that all use thereof by Developer and its employees, customers and suppliers shall be on the same basis as the general public; and that Developer shall have no special legal entitlements or other rights not held by members of the general public with respect to ownership, maintenance or use of the DM-3 Public Use Improvements.

(g) If the City does not issue the DM-3 Bonds described in Section III.D for the DM-3 Minimum Improvements, Exhibit C will be revised, due to the lowered Debt Service required. Accordingly, the Minimum Assessment Agreement, and this Memorandum, will naturally terminate earlier than anticipated.

IV. OTHER DEVELOPER COVENANTS.

A. Shortfall Payments Required. In the event that for any reason whatsoever, including but not limited to, a change in the tax laws of the State of Iowa (for example, a change in rollback to determine taxable value or a change in the manner in which incremental taxes are calculated under Iowa Code Section 403.19), the Tax Increment forecast to be received by the City from the County in each upcoming fiscal year generated from the Development Property and the DM-1, DM-2 and DM-3 Minimum Improvements, pursuant to Iowa Code Section 403.19, is not sufficient to fully pay the upcoming fiscal year's annual Debt Service for the Bonds issued to construct the DM-1 Public Use Improvements and the DM-3 Public Use Improvements, Developer agrees to promptly make a payment to the City equal to the difference between the amount of the available Tax Increment and the upcoming fiscal year's annual Debt

Service for the Bonds issued to construct the DM-1 Public Use Improvements and the DM-3 Public Use Improvements" (the "Shortfall Payment"). The intent of this provision is to ensure if, for any reason, the Tax Increment is not sufficient to make the annual Debt Service payments on the DM-1 2010 Bonds and DM-3 Bonds, the Developer shall promptly make a Shortfall Payment to the City so that it can make all Debt Service payments when due. Further:

(1) "Debt Service for the DM-1 Public Use Improvements and the DM-3 Public Use Improvements" or "Debt Service" means the scheduled principal and interest payments (including capitalized interest) related to the DM-1 2010 Bonds and the DM-3 Bonds.

(2) The City shall give reasonable notice of Developer's obligation to pay a Shortfall Payment, in which case Developer shall pay the Shortfall Payment to the City no later than thirty days after the City's written request. If the Shortfall Payment is not made when due, interest at a rate of Prime Rate plus 1% per annum shall accrue from the due date of the Shortfall Payment. The City shall notify the Developer by March 31 before the fiscal year in which the City forecasts that a Shortfall Payment may become due. The City shall send a written request for payment 90 days before the date the City's semi-annual Debt Service payment is due. Such notice by the City shall be deemed reasonable notice.

For example, assume the City's Debt Service payments are due December 1, 2015 and June 1, 2016 (semi-annually). If the City forecasts that the Tax Increment will be insufficient to fully fund the Debt Service schedule, the City shall notify the Developer no later than March 31, 2015 of the amount of the Shortfall Payment. In this case, for the Debt Service payment due December 1, 2015, the City shall send a written request for the Shortfall Payment by September 1, 2015 and Developer shall make the Shortfall Payment no later than October 1, 2015. Likewise, for the Debt Service Payment due June 1, 2016, the City shall send a written request for a Shortfall Payment by March 1, 2016 and Developer shall make the payment no later than April 1, 2016.

(3) Microsoft's Credit Rating. The City has issued debt for the DM-1 2010 Public Use Improvements and, subject to the terms of this 2015 Memorandum, the City will issue debt for the DM-3 Public Use Improvements. The City is relying on the provisions of this Memorandum, including but not limited to, the Minimum Assessment Agreement and the Shortfall Payment to provide the funds necessary to make all Debt Service Payments for the DM-1 2010 Bonds and the DM-3 Bonds. Microsoft hereby represents its current credit rating for long-term debt is "AAA", as determined by Standard & Poors Financial Services, LLC (S&P). Annually and continuing until the Bonds are paid off, Microsoft shall re-certify to the City its credit rating on Exhibit E. Additionally, Microsoft covenants to notify the City within 30 days of any future rating change. As long as Microsoft Corporation retains a credit rating of at least "AA-" (the lowest rating for long-term debt that is classified as "High Grade") as determined by Standard & Poors Financial Services, LLC (S&P) (or the equivalent rating schedule if an alternative rating agency is utilized in the future), no further security is required to secure

the Shortfall Payment. However, if at any time before the Bonds are paid off, Microsoft Corporation's credit rating falls below "AA-", Microsoft Corporation will, within 30 days of written demand by the City, contribute an amount equivalent to the next fiscal year's Debt Service into a City fund. Such City fund will be treated as an escrow account held solely to secure the payment of the Debt Service on the Bonds. Once the Bonds are paid off, any remaining balance, plus interest earned, in the Debt Service Escrow Account ("Debt Service Escrow Account"), will be returned to Microsoft Corporation. As an alternative to contribution of a cash amount to the City in the foregoing sentences, if Developer's credit rating drops below AA- during the term of this Agreement under the conditions specified above, Developer can elect to issue a bond ("Surety Bond") in the City's favor, in order to secure Shortfall Payments, in an amount equivalent to the aggregate remaining Debt Service of the Bonds, including interest, contingent on the City's prior review and approval of the terms and conditions of such Surety Bond.

(4) Debt Service Escrow Account. If Microsoft contributes money into the Debt Service Escrow Account under paragraph IV.A(3), such a contribution by Microsoft shall not relieve Microsoft of its independent obligation to make Shortfall Payments described in Section IV.A. Rather, Microsoft's obligation to make a Shortfall Payment shall continue until the Termination Date defined in Section 1 of the Minimum Assessment Agreement (Exhibit B). If, however, Microsoft fails to timely make a Shortfall Payment, then in addition to any other remedies available to the City, the City may use any funds in the Debt Service Escrow Account to pay Debt Service when due. The City will provide Microsoft with written notice of any withdrawal from the Escrow Account (and the amount of said draw). Within 30 calendar days of written notice of such withdrawal by the City, Microsoft shall replenish the Debt Service Escrow Account so that the Account contains the equivalent of the next fiscal year's Debt Service.

(5) Exhibit C contains a proposed schedule for the payment of the DM-1 2010 Bonds and DM-3 Bonds, but such schedule will vary based on actual sale costs, refinancing, if applicable, and other factors. Exhibit C shall be updated with actual debt service for DM-3 Bonds and if any refinancing for DM-1 2010 Bonds or DM-3 Bonds occurs. When updated, such updated Exhibit C shall be substituted for and become Exhibit C to this Memorandum.

(6) The Developer's obligation to make a Shortfall Payment shall continue until the Termination Date defined in Section 1 of the Minimum Assessment Agreement (Exhibit B).

(7) The City will provide an annual report to Developer of the status of the DM-1 2010 Bonds and DM-3 Bonds.

B. Employment. Developer agrees to maintain a Monthly Average (as defined in Exhibit E) of at least 64 "Full Time Equivalent Jobs" by October 1, 2014 and continuing until the

Termination Date. Developer shall provide an annual certification by October 15 of each year on the Annual Certification Form attached as Exhibit E. A "Full Time Equivalent Job" shall meet the definition in the 2014 IEDA Contract (14-TC-026). For greater certainty, any jobs created by the Developer (regardless of whether Developer staffs its operations through direct hire by Developer or vendor resource) shall be considered as Full Time Equivalent Jobs as long as the definition of "Full Time Equivalent Jobs" definition is met. The 64 Full Time Equivalent Jobs shall include the combined jobs at DM-1, DM-2, and DM-3 Minimum Improvements.

C. Insurance. Developer shall keep the DM-1, DM-2, and DM-3 Minimum Improvements insured in a commercially reasonable manner. For so long as the Developer is Microsoft Corporation, or an entity owned 50% or more by Microsoft Corporation, the requirements of this Section IV.C shall be satisfied by the inclusion of the Development Property in the self-insurance program of Microsoft Corporation. Upon any damage, Developer shall complete the repair, reconstruction, and restoration of the DM-1, DM-2, and DM-3 Minimum Improvements, whether or not the net proceeds of insurance received by Developer for such purposes are sufficient.

V. OTHER PROVISIONS.

A. The parties agree that the Assessor's Minimum Actual Value takes into account the expectation that Developer will avail itself of the property tax exemptions provided by the State of Iowa's web search portal exemption (Iowa Code Sections 423.3(92) and 427.1(35)). In order to allow Developer to do so, Developer agrees not to claim the exemption provided by Section 1.10A-3 of the Municipal Code of the City (regarding Industrial Tax Abatement). The Minimum Assessment Agreement shall govern the assessment of the Development Property until the Termination Date.

B. An Iowa Vision Fund grant was approved by IEDA, contingent upon installation of certain infrastructure improvements by Developer related to the DM-1 and DM-2 Minimum Improvements ("2010 Iowa Vision Fund Contract"). Developer shall provide all relevant documentation to the City and/or IEDA to address and resolve payment of the Iowa Vision Fund grant, and acknowledges and agrees that pursuant to the terms and conditions imposed by IEDA, payment of the grant by IEDA to the City or Developer may not occur. If the City receives the \$500,000 grant under the 2010 Iowa Vision Fund Contract from IEDA, the City shall use such monies to reduce the Debt Service unless such action is not allowed by the State of Iowa.

C. Iowa Economic Development Authority Contracts. The Developer has been awarded IEDA Contracts from the Iowa Economic Development Authority through the High Quality Jobs Program and other programs. The IEDA Contracts are described in the definition of IEDA Contracts on page 4. The public use improvements provided under this Memorandum are intended to constitute the local community match described in the IEDA Contracts. The Parties agree that the public use improvements provided under this Memorandum satisfy all City obligations for all IEDA Contracts (existing or future) related to any and all projects or development (existing or future) on the Development Property. Should the City fail to perform under the IEDA Contracts due to the Developer's non-compliance with this Memorandum, the

Developer shall pay the City any amounts the City is required to pay the State from any loss, including repayment of any grant monies, arising out of or related to the City's failure to fulfill the terms of the IEDA Contracts.

D. The Developer will maintain its existence as a corporation and will not wind up or otherwise dispose of all or substantially all of the Development Property, or assign, participate, or otherwise act in such manner as to convey to any third party any interest in this Memorandum to any other party unless: (a) the transferee, partnership, corporation, limited liability company or individual assumes in writing all of the obligations of the Developer under this Memorandum arising after the transfer of this Memorandum; and (b) the City consents thereto in writing in advance, such consent shall not to be unreasonably withheld.

VI. DEFAULTS AND REMEDIES.

A. Events of Default Defined. The following shall be Events of Default under this Memorandum and the term Event of Default shall mean, whenever it is used in this Memorandum, any one or more of the following events:

1. Failure by the Developer to cause the construction of the DM-3 Minimum Improvements to be commenced and completed pursuant to the terms, conditions and limitations of this Memorandum;

2. Transfer of any controlling interest (either directly or indirectly) in this Memorandum or the Development Property and DM-1, DM-2 or DM-3 Minimum Improvements in violation of Section V.D;

3. Failure by the Developer to timely pay (before delinquency) any ad valorem taxes levied on the Development Property and DM-1, DM-2 or DM-3 Minimum Improvements;

4. The holder of any Mortgage on the Development Property, or any improvements thereon, or any portion thereof, commences foreclosure proceedings as a result of any default by Developer under the applicable Mortgage documents and such foreclosure proceedings are not dismissed within sixty (60) days of filing;

5. Failure by the Developer to substantially observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Memorandum;

6. The Developer shall:

(a) file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended, or under any similar federal or state law; or

- (b) make an assignment for the benefit of its creditors; or
- (c) admit in writing its inability to pay its debts generally as they become due; or
- (d) be adjudicated a bankrupt or insolvent; or if a petition or answer proposing the adjudication of the Developer as a bankrupt or its reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within ninety (90) days after the filing thereof; or a receiver, trustee or liquidator of the Developer or part thereof, shall be appointed in any proceedings brought against the Developer and shall not be discharged within ninety (90) days after such appointment, or if the Developer shall consent to or acquiesce in such appointment;

7. Any representation or warranty made by the Developer in this Memorandum, or made by the Developer in any written statement or certificate furnished by the Developer pursuant to this Memorandum, shall prove to have been incorrect, incomplete or misleading in any material respect on or as of the date of the issuance or making thereof; or

8. The City fails to construct any required DM-3 Public Use Improvements pursuant to the terms of this Memorandum.

B. City's Remedies on Default. Whenever any Event of Default referred to in Paragraphs 1-7 of Section VI.A of this Memorandum occurs and is continuing, the City, as specified below, may take any one or more of the following actions after (except in the case of an Event of Default under subsection 6 of said Section VI.A) the giving of thirty (30) days written notice by the City to the Developer and the holder of the Mortgage (but only to the extent the City has been informed in writing of the existence of a Mortgage and been provided with the address of the holder thereof) of the Event of Default, but only if the Event of Default has not been cured within said thirty (30) days, or if the Event of Default cannot reasonably be cured within thirty (30) days and the Developer does not provide assurances reasonably satisfactory to the City that the Event of Default will be cured as soon as reasonably possible:

- 1. The City may suspend its performance under this Memorandum until it receives assurances from the Developer, deemed adequate by the City, that the Developer will cure its default and continue its performance under this Memorandum;
- 2. The City may terminate this Memorandum;
- 3. The City shall be entitled to recover, and the Developer shall pay to the City, an amount equal to the present value of the remaining principal and interest payments due on the DM-1 2010 Bonds and DM-3 Bonds as of the date of the City's notice to Developer of the Event of Default (as reasonably determined by the City), and

the City may take any action, including any legal action, it considers necessary or desirable to recover such amount from the Developer; or

4. The City may take any other action, including legal, equitable or administrative action, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of the Developer under this Memorandum.

C. No Remedy Exclusive. No remedy herein conferred upon or reserved to the City or Developer is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Memorandum or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

D. Developer's Remedies on Default. Whenever any Event of Default occurs by the City, the Developer may terminate this Agreement, and the Developer may take any legal action it considers necessary to recover damages from the City or to enforce this Memorandum, subject to a 120 day written notice to the City with an opportunity for the City to cure the Event of Default.

E. No Implied Waiver. In the event any provision contained in this Memorandum should be breached by the Developer and thereafter waived by the City, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

F. Agreement to Pay Attorneys' Fees and Expenses. Whenever any Event of Default occurs and either party employs attorneys or incurs other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of the other party, the non-prevailing party shall pay to the prevailing party its attorneys' fees and costs.

VII. INDEMNIFICATION.

A. Release and Indemnification Covenants.

1. The Developer releases the City and the governing body members, officers, agents, servants and employees thereof (hereinafter, for purposes of this Section, the "Indemnified Parties") from, covenants and agrees that the Indemnified Parties shall not be liable for, and agrees to indemnify, defend and hold harmless the Indemnified Parties against, any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the DM-1, DM-2 or DM-3 Minimum Improvements on the Development Property. Notwithstanding the foregoing, the Developer shall not provide such indemnification if the damage or injuries are caused by the negligence of the Indemnified Parties.

2. Except for any willful misrepresentation or any willful or wanton misconduct or any unlawful act of the Indemnified Parties, the Developer agrees to protect and defend the Indemnified Parties, now or forever, and further agrees to hold the Indemnified Parties harmless, from any claim, demand, suit, action or other proceedings whatsoever by any person or entity whatsoever arising or purportedly arising from (i) the acquisition and condition of the Development Property and the construction, installation, ownership and operation of the DM-1, DM-2 or DM-3 Minimum Improvements or (ii) any hazardous substance or environmental contamination in or on the Development Property

3. All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City, and not of any governing body member, officer, agent, servant or employee of the City in the individual capacity thereof.

4. The provisions of this Section shall survive the termination of this Memorandum.

VIII. NOTICES.

Any notice, demand, or other communication under this Memorandum by either party to the other shall be effective upon receipt or refusal of receipt to the following addresses:

A. In the case of Developer, is addressed or delivered personally to Developer at:

Microsoft Corporation
One Microsoft Way
Redmond, WA 99052
Attention: General Manager, Data Center Services

with a copy to:

Microsoft Corporation
One Microsoft Way
Redmond, WA 99052
Attention: General Manager, Datacenter Strategy, Planning and
Development, MCIO

with a copy to:

Microsoft Corporation
Legal and Corporate Affairs
One Microsoft Way
Redmond, WA 98052
Attention: MCIO LCA

B. In the case of the City, is addressed to or delivered personally to the City at:

City of West Des Moines, Iowa
4200 Mills Civic Parkway
P.O. Box 65320
West Des Moines, Iowa 50265-0320
Attn: City Clerk

Either party may change the address for notices to be delivered to it, and copies thereof to any address other than a post office box by serving not less than ten (10) days prior written notice to the other party in accordance with the provisions contained in this paragraph.

IX. CONFLICT OF INTEREST.

Developer represents and warrants that, to its best knowledge and belief after due inquiry, no officer or employee of the City, or their designees or agents, nor any consultant or member of the governing body of the City, and no other public official of the City who exercises or has exercised any functions or responsibilities with respect to the Development Property during his or her tenure, or who is in a position to participate in a decision-making process or gain insider information with regard to the Development Property, has had or shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work or services to be performed in connection with the Development Property, or in any activity, or benefit therefrom, which is part of the Development Property at any time during or after such person's tenure.

X. COUNTERPARTS.

This Memorandum may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

XI. GOVERNING LAW; JURISDICTION.

This Memorandum shall be governed by and interpreted in accordance with the laws of the State of Iowa. Lawsuits brought by either party in connection with this Memorandum shall be heard and tried in Dallas County District Court, Adel, Iowa.

XII. NO THIRD-PARTY BENEFICIARIES.

No rights or privileges of either party hereto shall inure to the benefit of any landowner, contractor, subcontractor, material supplier, or any other person or entity, and no such contractor, landowner, subcontractor, material supplier, or any other person or entity shall be deemed to be a third-party beneficiary of any of the provisions contained in this Memorandum.

XIII. ENTIRE AGREEMENT.

Execution Version 3/19/15

This Memorandum and exhibits attached constitute the entire agreement of the parties and supersedes all prior offers, agreements, arrangements and contracts, whether oral or written, concerning the subject matter hereof. This Memorandum may not be amended except by a subsequent writing signed by all parties hereto.

XIV. SEVERABILITY.

If any provision of this Memorandum or the application of such provision to any person or circumstance shall be held invalid, then the remainder of this Memorandum or the application of such provision to persons or circumstances other than those to which it is held invalid shall not be affected thereby and the parties shall thereupon amend this Memorandum to legally and most closely embody the spirit and intent of the invalid provisions.

XV. PERFORMANCE BY CITY.

Developer and the City acknowledge and agree that all of the obligations of the City under this Memorandum shall be subject to, and performed by the City in accordance with, all applicable statutory, common law or constitutional provisions and procedures consistent with the City's lawful authority.

XVI. SUCCESSORS AND ASSIGNS.

This 2015 Memorandum shall be binding upon and inure to the benefit of (i) the City and (ii) Developer and its successors and permitted assigns as owner of the Development Property. No assignment of rights or obligations under this 2015 Memorandum shall be made by any party without the prior written consent of the other party.

XVII. TERMINATION DATE.

This 2015 Memorandum shall terminate no earlier than the Termination Date defined in Section 1 of the Minimum Assessment Agreement.

XVIII. COUNTERPARTS.

This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

XIX. MEMORANDUM OF AGREEMENT.

The parties agree to execute and record a Memorandum of Agreement for Private Development, in substantially the form attached as Exhibit D, to serve as notice to the public of the existence and provisions of this Memorandum, and the rights and interests held by the City by virtue hereof. The City shall pay for all costs of recording.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year above first written.

[The remainder of this page was intentionally left blank. Signatures begin on next page]

CITY OF WEST DES MOINES, IOWA

By: _____
Steven K. Gaer, Mayor

ATTEST:

By: _____
Ryan T. Jacobson, City Clerk

STATE OF IOWA)
) ss.
COUNTY OF POLK)

On this _____ day of _____, 2015, before me a Notary Public in and for said State, personally appeared Steven K. Gaer and Ryan T. Jacobson, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of West Des Moines, Iowa, a Municipality, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

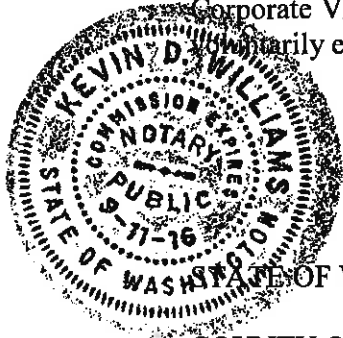
MICROSOFT CORPORATION
a Washington corporation

By: [Signature]
Scott Guthrie
EVP, Cloud and Enterprise

By: [Signature]
Suresh Kumar
Corporate VP, Cloud Infrastructure &
Operations

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 25th day of MARCH, 2015, before me the undersigned, a Notary Public in and for said State, personally appeared Suresh Kumar, who being duly sworn, did say that he is the Corporate VP, Cloud Infrastructure & Operations of Microsoft Corporation, executing the within and foregoing instrument; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said Suresh Kumar, Corporate VP, as such officer acknowledged the execution of said instrument by it and by him voluntarily executed.



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

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 26th day of MARCH, 2015, before me the undersigned, a Notary Public in and for said State, personally appeared Scott Guthrie, who being duly sworn, did say that he is the EVP, Cloud and Enterprise of Microsoft Corporation, executing the within and foregoing instrument; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said Scott Guthrie, EVP, as such officer acknowledged the execution of said instrument by it and by him voluntarily executed.



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

Notary Public in and for the State of Washington
Commission Expires 3/19/15

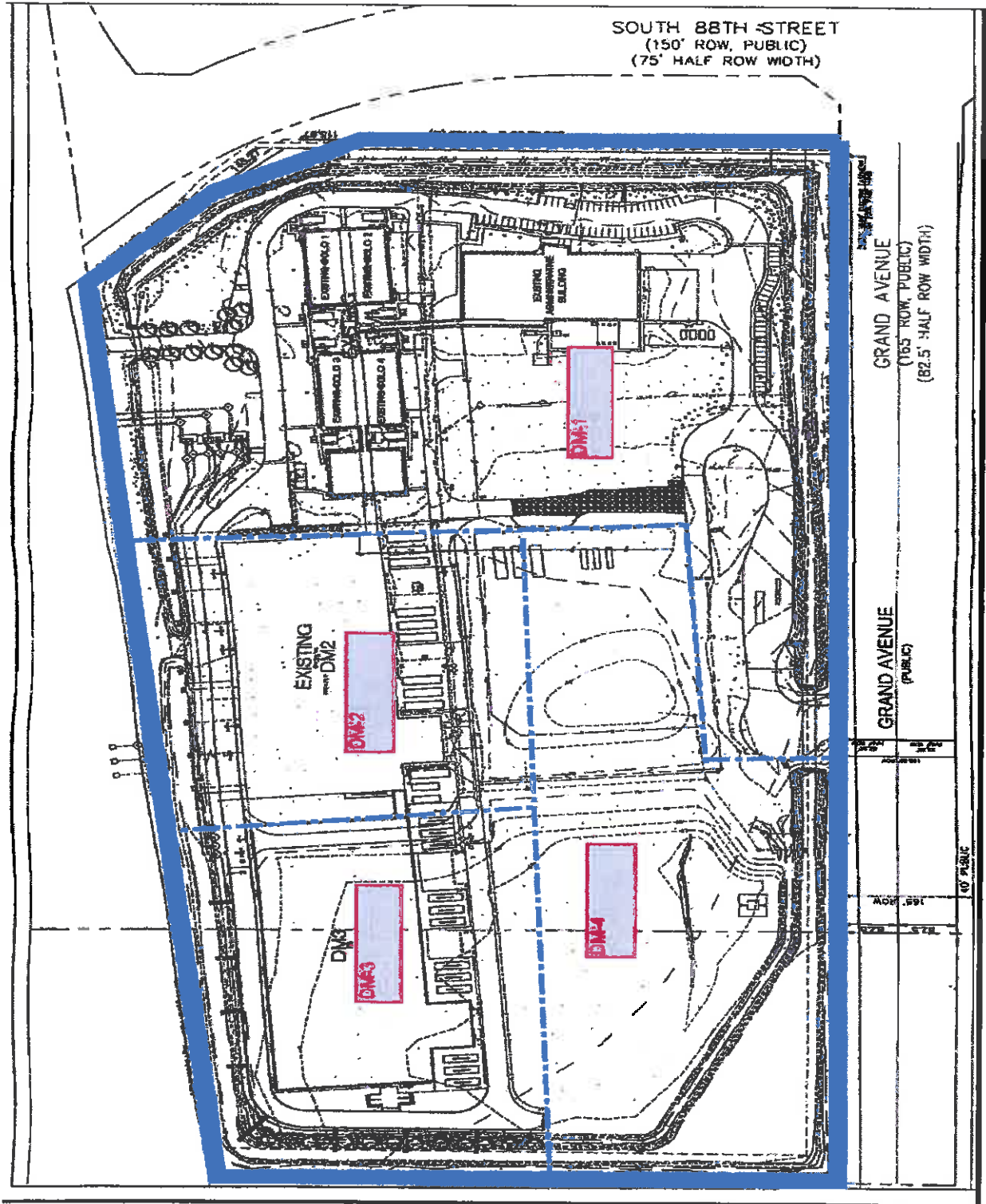
EXHIBIT "A"

Legal Description of Development Property

Lot 1, Raccoon River Plat 1, an Official Plat in the City of West Des Moines, Dallas County, Iowa.

Parcel #16-23-351-001

EXHIBIT "A-2"



Prepared By:

Return To:

EXHIBIT "B"

Minimum Assessment Agreement between the City of West Des Moines and Microsoft Corporation (Lot 1, Raccoon River Plat 1, WDM)

THIS MINIMUM ASSESSMENT AGREEMENT ("Minimum Assessment Agreement" or "Assessment Agreement"), is dated as of _____, 2015, by and between the CITY OF WEST DES MOINES, IOWA (the "City"), an Iowa municipal corporation, acting under the authorization of Chapter 403 of the Code of Iowa, 2013, as amended, and MICROSOFT CORPORATION, a Washington corporation, having an office for the transaction of business at One Microsoft Way, Redmond, Washington ("Developer").

RECITALS

WHEREAS, the City and Developer have entered into a Memorandum of Understanding dated as of _____, 2015 ("2015 Memorandum" or "Memorandum") regarding certain real property located in the City, which is legally described as follows:

Lot 1, Raccoon River Plat 1, an Official Plat in the City of West Des Moines, Dallas County, Iowa. (Parcel # 16-23-351-001)

(the "Development Property");

WHEREAS, the defined terms in the 2015 Memorandum will also apply to this Minimum Assessment Agreement; and

WHEREAS, the City, the Developer and the Dallas County Assessor ("Assessor") entered into a Prior Minimum Assessment Agreement dated June 23, 2010. This Minimum Assessment Agreement terminates and replaces the Prior Minimum Assessment Agreement; and

WHEREAS, Developer has constructed DM-1 Minimum Improvements and DM-2 Minimum Improvements, and will construct DM-3 Minimum Improvements (as defined in the Memorandum) (referred collectively in this Assessment Agreement as "Minimum Improvements") on the Development Property, as provided in the 2015 Memorandum; and

Execution Version 3/19/15

WHEREAS, pursuant to Section 403.6(19) of the Code of Iowa, as amended, the City and Developer desire to establish a minimum actual value for the Minimum Improvements already constructed or to be constructed on the Development Property by Developer pursuant to the 2015 Memorandum; and

WHEREAS, the City and the Assessor have reviewed the preliminary plans and specifications for the Minimum Improvements that are contemplated to be constructed.

WHEREAS, the City has authorized the issuance of general obligation bonds (the "DM-1 2010 Bonds") related to the construction of DM-1 Public Use Improvements and expects to issue general obligation bonds ("DM-3 Bonds") related to the construction of DM-3 Public Use Improvements; the principal and interest on which Bonds are expected to be paid from the real property taxes paid with respect to the Development Property and the DM-1, DM-2 and DM-3 Minimum Improvements located thereon.

NOW, THEREFORE, the parties to this Minimum Assessment Agreement, in consideration of the promises, covenants and agreements made by each other, do hereby agree as follows:

1. Upon substantial completion of construction of the above-referenced Minimum Improvements but no later than the dates set forth below, the minimum actual value, which shall be fixed for assessment purposes for the Minimum Improvements on the Development Property (building and land), shall be not less than the following:

Assessment Date (January 1)	Minimum Actual Value (land and buildings)
1/1/2015	47,500,000
1/1/2016	47,593,200
1/1/2017	48,108,096
1/1/2018	48,178,843
1/1/2019	48,233,177
1/1/2020	48,270,413
1/1/2021	48,289,845
1/1/2022	47,808,297
1/1/2023	47,780,270
1/1/2024	47,731,997
1/1/2025	47,150,704
1/1/2026	46,527,067
1/1/2027	46,392,285
1/1/2028	45,690,186
1/1/2029	44,941,447
1/1/2030	44,144,481

(Herein referred to as the "Minimum Actual Value.") The Minimum Actual Value is the value before rollback.

This Assessment Agreement shall continue from the date of this Assessment Agreement and shall terminate and be of no further force or effect upon the earlier of (i) the end of the last fiscal year the City can legally collect incremental taxes from the Mills Parkway Urban Renewal Area (Subdistrict No. 7) (to be clear, this terminating event shall not occur so long as the City can collect incremental taxes from any portion of the Mills Parkway Urban Renewal Area); and (ii) the date that the City has received tax increment reimbursement of all remaining Debt Service for the Bonds issued to construct the DM-1 Public Use Improvements and the DM-3 Public Use Improvements ("Termination Date"). Upon the occurrence of the Termination Date, the City shall certify to the Assessor and to the Developer that the Termination Date has occurred and this Minimum Assessment Agreement shall no longer control the assessment of the Development Property.

The Minimum Actual Value shall be maintained until the Termination Date regardless of (a) any failure to complete the DM-3 Minimum Improvements; (b) destruction of all or any portion of the DM-1, DM-2 or DM-3 Minimum Improvements; (c) diminution in value of the Development Property or the DM-1, DM-2 or DM-3 Minimum Improvements; or (d) any other circumstance, whether known or unknown and whether now existing or hereafter occurring.

2. Developer shall pay or cause to be paid when due all real property taxes and assessments payable with respect to all and any parts of the Development Property and the DM-1, DM-2 and DM-3 Minimum Improvements pursuant to the provisions of this Minimum Assessment Agreement and the 2015 Memorandum. Such tax payments shall be made without regard to any loss, complete or partial, to the Development Property or the DM-1, DM-2 and DM-3 Minimum Improvements, any interruption in, or discontinuance of, the use, occupancy, ownership or operation of the DM-1, DM-2 and DM-3 Minimum Improvements by Developer, or any other matter or thing which for any reason interferes with, prevents or renders burdensome the use or occupancy of the Development Property or the DM-1, DM-2 and DM-3 Minimum Improvements.

3. Developer agrees that its obligations to make the tax payments required hereby, to pay the other sums provided for herein, and to perform and observe its other agreements contained in this Minimum Assessment Agreement shall be absolute and unconditional obligations of Developer (not limited to the statutory remedies for unpaid taxes) and that Developer shall not be entitled to any abatement or diminution thereof, or set off therefrom, nor to any early termination of this Minimum Assessment Agreement for any reason whatsoever.

4. Developer agrees that, prior to the termination of this Assessment Agreement governed by Section 1 above, it will not:

(a) seek administrative review or judicial review of the applicability or constitutionality of any Iowa tax statute relating to the taxation of property contained as a part of the Development Property or the DM-1, DM-2 and DM-3 Minimum

Improvements determined by any tax official to be applicable to the Development Property or the DM-1, DM-2 and DM-3 Minimum Improvements, or raise the inapplicability or constitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings; or

(b) seek any tax deferral or abatement, either presently or prospectively authorized under Iowa Code Chapter 403 or 404, or any other local, City, or State law or regulation, of the taxation of real property, including improvements and fixtures thereon, contained on the Development Property or the DM-1, DM-2 and DM-3 Minimum Improvements; or

(c) request the Assessor to reduce the Minimum Actual Value; or

(d) appeal to the board of review of the County, State, District Court, or to the Director of Revenue of the State to reduce the Minimum Actual Value; or

(e) cause a reduction in the actual value or the Minimum Actual Value through any other proceedings.

5. This Minimum Assessment Agreement shall be promptly recorded by the City with the Recorder of Dallas County, Iowa. Such filing shall constitute notice to any subsequent encumbrancer of the Development Property (or part thereof), whether voluntary or involuntary, and this Minimum Assessment Agreement shall be binding and enforceable in its entirety against any such subsequent encumbrancer, including the holder of any mortgage. The City shall pay all costs of recording.

6. This Minimum Assessment Agreement shall not be assignable without the written consent of the City and shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors and permitted assigns.

7. Nothing herein shall be deemed to waive the rights of Developer under Iowa Code Section 403.6(19) to contest that portion of any actual value assignment made by the Assessor in excess of the Minimum Actual Values established herein. In no event, however, shall Developer seek to reduce the actual value to an amount below the Minimum Actual Values established herein during the term of this Agreement. This Minimum Assessment Agreement may be amended or modified and any of its terms, covenants, representations, warranties or conditions waived, only by a written instrument executed by the parties hereto, or in the case of a waiver, by the party waiving compliance.

8. If any term, condition or provision of this Minimum Assessment Agreement is for any reason held to be illegal, invalid or inoperable, such illegality, invalidity or inoperability shall not affect the remainder hereof, which shall at the time be construed and enforced as if such illegal or invalid or inoperable portion were not contained herein.

9. The Minimum Actual Values herein established shall be of no further force and effect and this Minimum Assessment Agreement shall terminate on the Termination Date set forth in Section 1 above.

10. Developer has provided a title opinion or lien or title search/certificate to City listing all lienholders of record as of the date of this Assessment Agreement and all such lienholders have signed a consent to this Assessment Agreement substantially in the form of the Lienholder Consent set forth in this Exhibit B, which consents are attached hereto and made a part hereof.

[The remainder of this page was intentionally left blank. Signatures begin on next page]

CITY OF WEST DES MOINES, IOWA

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

(SEAL)

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this _____ day of _____, 2015, before me a Notary Public in and for said State, personally appeared Steven K. Gaer and Ryan T. Jacobson, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of West Des Moines, Iowa, and that the seal affixed to the foregoing instrument is the seal of the City of West Des Moines, Iowa, and that said instrument was signed and sealed on behalf of said City of West Des Moines, Iowa by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said City of West Des Moines, Iowa, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

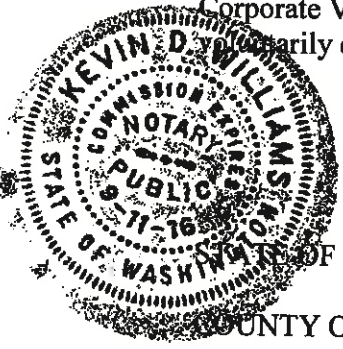
MICROSOFT CORPORATION,
a Washington corporation

By: [Signature]
Scott Guthrie
EVP, Cloud and Enterprise

By: [Signature]
Suresh Kumar
Corporate V.P.: Cloud Infrastructure &
Operations

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

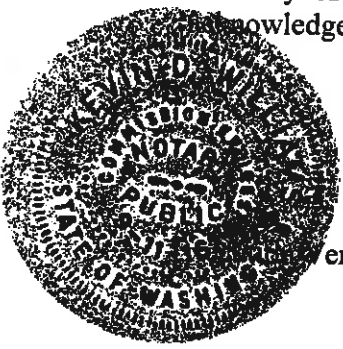
On this 25th day of MARCH, 2015, before me the undersigned, a Notary Public in and for said State, personally appeared Suresh Kumar, who being duly sworn, did say that he is the Corp. V.P. Cloud Infrastructure & Operations, of Microsoft Corporation, executing the within and foregoing instrument; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said Suresh Kumar, Corporate V.P., as such officer acknowledged the execution of said instrument by it and by him voluntarily executed.



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

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 26th day of MARCH, 2015, before me the undersigned, a Notary Public in and for said State, personally appeared Scott Guthrie, who being duly sworn, did say that he is the EVP, Cloud and Enterprise of Microsoft Corporation, executing the within and foregoing instrument; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said Scott Guthrie, EVP, as such officer acknowledged the execution of said instrument by it and by him voluntarily executed.



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


ersion 3/19/15

**EXHIBIT B (Cont.)
CERTIFICATION OF ASSESSOR**

The undersigned, having reviewed the plans and specifications for the Minimum Improvements already constructed or to be constructed and the market value assigned to the land upon which the Minimum Improvements are constructed, and being of the opinion that the minimum market value contained in the foregoing Minimum Assessment Agreement appears reasonable, hereby certifies as follows: The undersigned Assessor, being legally responsible for the assessment of the Development Property described in the foregoing Minimum Assessment Agreement, certifies that the actual value assigned to the land and improvements upon completion, but no later than the effective dates set forth below, shall be at least as follows until the Termination Date contained in Section I of the Assessment Agreement:

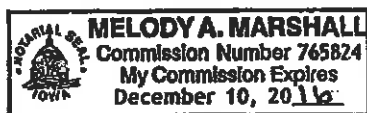
Assessment Date (January 1)	Minimum Actual Value (land and buildings)
1/1/2015	47,500,000
1/1/2016	47,593,200
1/1/2017	48,108,096
1/1/2018	48,178,843
1/1/2019	48,233,177
1/1/2020	48,270,413
1/1/2021	48,289,845
1/1/2022	47,808,297
1/1/2023	47,780,270
1/1/2024	47,731,997
1/1/2025	47,150,704
1/1/2026	46,527,067
1/1/2027	46,392,285
1/1/2028	45,690,186
1/1/2029	44,941,447
1/1/2030	44,144,481

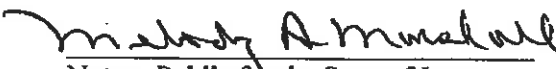
The Minimum Actual Value is before rollback.


 Assessor for the County of Dallas, Iowa
3/31/2015
 Date

STATE OF IOWA)
) SS
 COUNTY OF DALLAS)

Subscribed and sworn to before me by Steve C. Helm, Assessor for the County of Dallas, Iowa on this 31 day of March, 2015.




 Notary Public for the State of Iowa

Execution Version 3/19/15

EXHIBIT C

Exhibit C
City of West Des Moines
Microsoft - Project Mountain (DMs 3 thru DM-5)

Assessed Valuation Date	Payment Year	Assessed Valuation Amount	Prorated Taxable Valuation	Net TIF Tax Rate	Total TIF Revenue	GO Bonds / Sewer Port	Existing 2010 GO Bonds / Sewer Port	Proposed 2016 GO Bonds	Estimated RFP	Annual Fund Support / (Deficit)	Year-End Fund Balance
3/1/2008	FY 09-10	-	-	23.2567	0	18,975,593	18,975,593	-	-	1,993,599	1,993,599
3/1/2009	FY 10-11	-	-	23.2567	0	19,282,911	19,282,911	-	-	1,993,599	1,993,599
3/1/2010	FY 11-12	-	-	23.2567	0	19,590,229	19,590,229	-	-	1,993,599	1,993,599
3/1/2011	FY 12-13	5,463,316	5,463,316	27.0005	1,485,888	19,739,117	19,739,117	-	-	1,993,599	1,993,599
3/1/2012	FY 13-14	15,250,781	15,250,781	28.4263	4,337,731	24,076,848	24,076,848	-	-	1,993,599	1,993,599
3/1/2013	FY 14-15	30,110,210	30,110,210	29.3379	8,831,513	32,908,361	32,908,361	-	-	1,993,599	1,993,599
3/1/2014	FY 15-16	38,204,200	38,204,200	30.3820	11,584,451	44,492,812	44,492,812	-	-	1,993,599	1,993,599
3/1/2015	FY 16-17	47,500,000	47,500,000	31.3820	14,800,000	59,292,812	59,292,812	-	-	1,993,599	1,993,599
3/1/2016	FY 17-18	47,500,000	47,500,000	32.3820	18,400,000	77,692,812	77,692,812	-	-	1,993,599	1,993,599
3/1/2017	FY 18-19	48,100,000	48,100,000	33.3820	22,000,000	99,692,812	99,692,812	-	-	1,993,599	1,993,599
3/1/2018	FY 19-20	48,100,000	48,100,000	34.3820	25,600,000	125,292,812	125,292,812	-	-	1,993,599	1,993,599
3/1/2019	FY 20-21	48,100,000	48,100,000	35.3820	29,200,000	154,492,812	154,492,812	-	-	1,993,599	1,993,599
3/1/2020	FY 21-22	48,100,000	48,100,000	36.3820	32,800,000	188,292,812	188,292,812	-	-	1,993,599	1,993,599
3/1/2021	FY 22-23	48,100,000	48,100,000	37.3820	36,400,000	226,692,812	226,692,812	-	-	1,993,599	1,993,599
3/1/2022	FY 23-24	47,800,000	47,800,000	38.3820	39,600,000	266,292,812	266,292,812	-	-	1,993,599	1,993,599
3/1/2023	FY 24-25	47,800,000	47,800,000	39.3820	42,400,000	308,692,812	308,692,812	-	-	1,993,599	1,993,599
3/1/2024	FY 25-26	47,800,000	47,800,000	40.3820	44,800,000	353,492,812	353,492,812	-	-	1,993,599	1,993,599
3/1/2025	FY 26-27	47,800,000	47,800,000	41.3820	46,800,000	400,292,812	400,292,812	-	-	1,993,599	1,993,599
3/1/2026	FY 27-28	46,500,000	46,500,000	42.3820	48,400,000	448,692,812	448,692,812	-	-	1,993,599	1,993,599
3/1/2027	FY 28-29	46,500,000	46,500,000	43.3820	49,600,000	498,292,812	498,292,812	-	-	1,993,599	1,993,599
3/1/2028	FY 29-30	46,500,000	46,500,000	44.3820	50,400,000	548,692,812	548,692,812	-	-	1,993,599	1,993,599
3/1/2029	FY 30-31	46,500,000	46,500,000	45.3820	50,800,000	599,492,812	599,492,812	-	-	1,993,599	1,993,599
3/1/2030	FY 31-32	46,500,000	46,500,000	46.3820	50,800,000	651,292,812	651,292,812	-	-	1,993,599	1,993,599
Total											

Calculation of Local Match

Year	Assessed Valuation	Net TIF Tax Rate	Total TIF Revenue
2008	0	23.2567	0
2009	0	23.2567	0
2010	0	23.2567	0
2011	5,463,316	27.0005	1,485,888
2012	15,250,781	28.4263	4,337,731
2013	30,110,210	29.3379	8,831,513
2014	38,204,200	30.3820	11,584,451
2015	47,500,000	31.3820	14,800,000
2016	47,500,000	32.3820	18,400,000
2017	48,100,000	33.3820	22,000,000
2018	48,100,000	34.3820	25,600,000
2019	48,100,000	35.3820	29,200,000
2020	48,100,000	36.3820	32,800,000
2021	48,100,000	37.3820	36,400,000
2022	47,800,000	38.3820	39,600,000
2023	47,800,000	39.3820	42,400,000
2024	47,800,000	40.3820	44,800,000
2025	47,800,000	41.3820	46,800,000
2026	47,800,000	42.3820	48,400,000
2027	47,800,000	43.3820	49,600,000
2028	46,500,000	44.3820	50,400,000
2029	46,500,000	45.3820	50,800,000
2030	46,500,000	46.3820	50,800,000
Total			508,000,000

Note 1: Per current State of Iowa law, actual valuation is adjusted to 95% assessed valuation for FY 14-15 and 90% assessed valuation for FY 15-16 and beyond. Values beyond 1/1/10 are based on Minimum Assessment Agreement (Exhibit 6).

Note 2: Net TIF Tax Rate will only be calculated for FY 15-16 (per 51,000 valuation). Future tax rates are calculated but remain legal for purposes of this projection.

Note 3: Calculated by multiplying assessed tax rate by taxable valuation.

Note 4: Represents actual payments due for 2010 bonds related to City's construction of public improvements, as well as other payments made by City in 2010.

Note 5: Requirements needed to repay issuance of total proceeds of 1.5 million GO 1985 bonds in June 2016. Bonds payment term may be shortened depending on their anticipated cash flow. Total costs include issuance costs as well as principal and interest payable over the term.

Total TIF Tax collected will change due to a variety of factors, including but not limited to, changes in tax laws or rates, changes in assessed values, and other factors. Bond issuance costs will change due to a variety of factors, including but not limited to, actual project costs, interest rates and other changes associated with the actual sale terms of the bonds. For the Memorandum, this projection shall be updated based on the issuance or refinancing of bonds. See definition of bonds.

EXHIBIT D

MEMORANDUM OF AGREEMENT

WHEREAS, the City of West Des Moines, Iowa (the "City") and Microsoft Corporation, a Washington corporation ("Developer"), did on or about the ____ day of _____, 2015, make, execute and deliver, each to the other, a 2015 Memorandum of Understanding (the "2015 Memorandum" or "Memorandum"), wherein and whereby Developer agreed, in accordance with the terms of the Memorandum and the Mills Parkway Urban Renewal Plan (the "Plan"), to develop and operate certain real property located within the City and within the Mills Parkway Urban Renewal Area (Subdistrict 7).

The Development Property is described as follows:

Lot 1, Raccoon River Plat 1, an Official Plat in the City of West Des Moines, Dallas County, Iowa.

Parcel #16-23-351-001

(the "Development Property"); and

WHEREAS, the 2015 Memorandum contains a Minimum Assessment Agreement at Exhibit "B", wherein the term of the Development Agreement is identified as effective from the date of the Minimum Assessment Agreement and will terminate upon the earlier of (i) the end of the last fiscal year the City can legally collect incremental taxes from the Mills Parkway Urban Renewal Area (Subdistrict 7); and (ii) the date that the City has received tax increment reimbursement of all remaining Debt Service for the Bonds issued to construct the DM-1 and DM-3 Public Use Improvements; and

WHEREAS, the City and Developer desire to record a Memorandum of Agreement referring to the Development Property and their respective interests therein.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. That the recording of this Memorandum of Agreement shall serve as notice to the public that the 2015 Memorandum contains provisions restricting development and use of the Development Property and the improvements located and operated on such Development Property.
2. That all of the provisions of the 2015 Memorandum and any subsequent amendments thereto, if any, even though not set forth herein, are by the filing of this Memorandum of Agreement made a part hereof by reference, and that anyone making any claim against any of said Development Property in any manner whatsoever shall be fully advised as to

all of the terms and conditions of the 2015 Memorandum, and any amendments thereto, as if the same were fully set forth herein.

3. That a copy of the 2015 Memorandum and any subsequent amendments thereto, if any, shall be maintained on file for public inspection during ordinary business hours in the office of the City Clerk, West Des Moines, Iowa.

IN WITNESS WHEREOF, the City and Developer have executed this Memorandum of Agreement on the _____ day of _____, 2015.

[The remainder of this page was intentionally left blank. Signatures begin on next page]

CITY OF WEST DES MOINES, IOWA

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

(SEAL)

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this _____ day of _____, 2015, before me a Notary Public in and for said State, personally appeared Steven K. Gaer and Ryan T. Jacobson, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of West Des Moines, Iowa, and that the seal affixed to the foregoing instrument is the seal of the City of West Des Moines, Iowa, and that said instrument was signed and sealed on behalf of said City of West Des Moines, Iowa by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said City of West Des Moines, Iowa, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

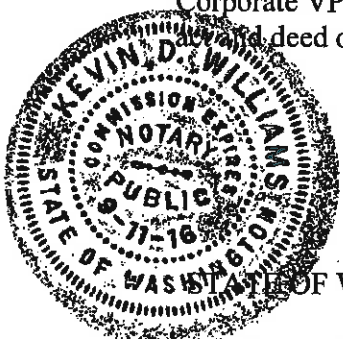
MICROSOFT CORPORATION,
a Washington corporation

By: [Signature]
Scott Guthrie
EVP, Cloud and Enterprise

By: [Signature]
Suresh Kumar
Corporate VP, Cloud Infrastructure &
Operations

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

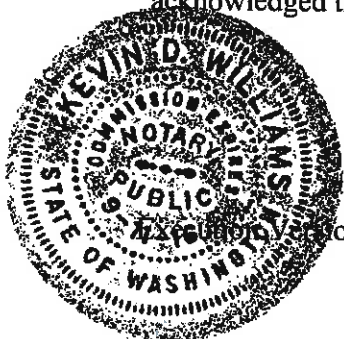
On this 25th day of MARCH, 2015, before me the undersigned, a Notary Public in and for said State, personally appeared Suresh Kumar, who, being by me duly sworn, did say that he is the Corporate VP, Cloud Infrastructure & Operations of Microsoft Corporation, and that said instrument was signed on behalf of said corporation; and that the said Suresh Kumar, Corporate VP, as such officer acknowledged the execution of said instrument to be the voluntary deed of said corporation, by him voluntarily executed.



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

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 20th day of MARCH, 2015, before me the undersigned, a Notary Public in and for said State, personally appeared Scott Guthrie, who being duly sworn, did say that he is the EVP, Cloud and Enterprise of Microsoft Corporation, executing the within and foregoing instrument; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said Scott Guthrie, EVP, as such officer acknowledged the execution of said instrument by it and by him voluntarily executed.



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

Notary Public on 3/19/15

EXHIBIT II

April 6, 2015

The City Council of the City of West Des Moines in the State of Iowa, met in _____ session, in the Council Chambers, City Hall, 4200 Mills Civic Parkway, West Des Moines, Iowa, at 5:35 o'clock P.M., on the above date. There were present Mayor _____, in the chair, and the following named Council Members:

Absent: _____

The Mayor announced that this was the time and place for the public hearing and meeting on the matter of the proposal to approve and authorize execution of a 2015 Memorandum of Understanding by and between the City of West Des Moines and Microsoft Corporation, and that notice of the proposed action by the Council to enter into said 2015 Memorandum had been published pursuant to the provisions of Section 364.6 of the City Code of Iowa.

The Mayor then asked the Clerk whether any written objections had been filed by any City resident or property owner to the proposed action. The Clerk advised the Mayor and the Council that _____ written objections had been filed. The Mayor then called for oral objections and _____ were made. Whereupon, the Mayor declared the time for receiving oral and written objections to be closed.

(Attach here a summary of objections received or made, if any)

The Council then considered the proposed action and the extent of objections thereto.

Whereupon, Council Member _____ introduced and delivered to the Clerk the Resolution hereinafter set out entitled "RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF A 2015 MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF WEST DES MOINES AND MICROSOFT CORPORATION", and moved:

- that the Resolution be adopted.
- to ADJOURN and defer action on the Resolution and the proposal to the meeting to be held at _____ o'clock __.M. on the _____ day of _____, 2015, at this place.

Council Member _____ seconded the motion. The roll was called and the vote was,

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the measure duly adopted.

RESOLUTION NO. _____

RESOLUTION APPROVING AND AUTHORIZING
EXECUTION OF A 2015 MEMORANDUM OF
UNDERSTANDING BY AND BETWEEN THE CITY OF WEST
DES MOINES AND MICROSOFT CORPORATION

WHEREAS, by Resolution No. 99-06-14-05, adopted July 26, 1999, 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 Mills Parkway Urban Renewal Plan (the "Plan") for the Mills Parkway Urban Renewal Area (the "Mills Parkway Urban Renewal Area" or "Area") described therein, which Plan, as amended, is on file in the offices of the Recorder of Polk and Dallas County; and

WHEREAS, it is desirable that properties within the Area be redeveloped as part of the overall redevelopment area covered by said Plan; and

WHEREAS, the City has received a proposal from Microsoft Corporation (the "Developer"), in the form of a proposed 2015 Memorandum of Understanding (the "2015 Memorandum"), which 2015 Memorandum terminates and replaces previous Memorandums of Understanding between the City and Developer related to Developer's construction of facilities near South 88th Street and Grand Avenue in the City; such agreements originated in 2008 and relate to various buildings; and

WHEREAS, Developer has constructed or agrees to construct certain Minimum Improvements (as defined in the 2015 Memorandum) on certain real property located within the Mills Parkway Urban Renewal Area as defined and legally described in the 2015 Memorandum and consisting of the construction of a data center, service spine, service connector, and administration building of approximately 71,000 square feet ("DM-1 Minimum Improvements"), a data center of approximately 110,000 square feet ("DM-2 Minimum Improvements") and a data center of approximately 114,000 square feet ("DM-3 Minimum Improvements"), together with all related site improvements, as outlined in the proposed 2015 Memorandum; and

WHEREAS, the 2015 Memorandum would further obligate the City to provide a local match of \$8,500,000 (estimate) under certain Iowa Economic Development Authority Contract(s) and the City shall issue bonds in an amount necessary to generate net proceeds equal to the local match, which shall be used to construct DM-3 Public Use Improvements (roads, drainage improvements); and

WHEREAS, the 2015 Memorandum also proposes that Developer will enter into a Minimum Assessment Agreement with the City and the County setting the minimum actual value of the Minimum Improvements for tax purposes at not less than \$47,500,000 on January 1, 2015 and subsequent valuations as shown in the 2015 Memorandum; and

WHEREAS, one of the obligations of Developer relates to employment retention and/or creation; and

WHEREAS, Iowa Code Chapters 15A and 403 authorize cities to make loans and grants for economic development in furtherance of the objectives of an urban renewal project and to appropriate such funds and make such expenditures as may be necessary to carry out the purposes of said Chapters, and to levy taxes and assessments for such purposes; and

WHEREAS, the Council has determined that the 2015 Memorandum is in the best interests of the City and the residents thereof and that the performance by the City of its obligations thereunder is a public undertaking and purpose and in furtherance of the Plan and the Urban Renewal Law and, further, that the 2015 Memorandum and the City's performance thereunder is in furtherance of appropriate economic development activities and objectives of the City within the meaning of Chapters 15A and 403 of the Iowa Code taking into account any or all of the factors set forth in Chapter 15A, to wit:

- a. Businesses that add diversity to or generate new opportunities for the Iowa economy should be favored over those that do not.
- b. Development policies in the dispensing of the funds should attract, retain, or expand businesses that produce exports or import substitutes or which generate tourism-related activities.
- c. Development policies in the dispensing or use of the funds should be targeted toward businesses that generate public gains and benefits, which gains and benefits are warranted in comparison to the amount of the funds dispensed.
- d. Development policies in dispensing the funds should not be used to attract a business presently located within the state to relocate to another portion of the state unless the business is considering in good faith to relocate outside the state or unless the relocation is related to an expansion which will generate significant new job creation. Jobs created as a result of other jobs in similar Iowa businesses being displaced shall not be considered direct jobs for the purpose of dispensing funds; and

WHEREAS, pursuant to notice published as required by law, this Council has held a public meeting and hearing upon the proposal to approve and authorize execution of the 2015 Memorandum and has considered the extent of objections received from residents or property owners as to said proposed 2015 Memorandum; and, accordingly the following action is now considered to be in the best interests of the City and residents thereof.

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

Section 1. That the performance by the City of its obligations under the 2015 Memorandum, including but not limited to making of loans and grants to the Developer in connection with the development of the Development Property under the terms set forth in the 2015 Memorandum, be and is hereby declared to be a public undertaking and purpose and in

furtherance of the Plan and the Urban Renewal Law and, further, that the 2015 Memorandum and the City's performance thereunder is in furtherance of appropriate economic development activities and objectives of the City within the meaning of Chapters 15A and 403 of the Iowa Code, taking into account the factors set forth therein.

Section 2. That the form and content of the 2015 Memorandum, the provisions of which are incorporated herein by reference, be and the same hereby are in all respects authorized, approved and confirmed, and the Mayor and the City Clerk be and they hereby are authorized, empowered and directed to execute, attest, seal and deliver the 2015 Memorandum for and on behalf of the City in substantially the form and content now before this meeting, but with such changes, modifications, additions or deletions therein as shall be approved by such officers, and that from and after the execution and delivery of the 2015 Memorandum, the Mayor and the City Clerk are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the 2015 Memorandum as executed.

PASSED AND APPROVED this 6th day of April, 2015.

Mayor

ATTEST:

City Clerk

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

ITEM: Public Hearing, FY 2014-15 Budget Amendment #2

DATE: April 6, 2015

FINANCIAL IMPACT:

There will be no increase to the tax rates as a result of this amendment. Details of the more significant adjustments include the following:

General Fund – net decrease to the fund of \$130,224

As a result of the amendment, overall estimated General Fund operating revenues will be increased by \$457,135, while estimated General Fund operating expenditures will be increased by \$587,359.

The net increase in other operating expenditures is minimal, as most of the increases are due to project-related costs (items noted below):

- Various fee-based revenues adjusted upward based on year-to-date results:
 - Building Permits +\$120,000
 - Electrical Permits +\$30,000
 - Grants – Misc. Federal +\$17,950
 - COPS Grant +\$25,185
 - Construction Inspection +\$50,000
 - Developer Paid Inspections +\$80,000
 - Auction Proceeds +\$43,000
- Personnel cost for the Police Department have been increased for the recent hire of a new officer covered under the COP Grant
- Valley View Aquatic Center building maintenance costs have been \$101,000 for the replacement of the heaters and natural gas piping due to corrosion.
- Legal Fees have been increased by \$135,000 due to cost related to development agreements, TIF's, and multiple union negotiations.
- Information Technology Services maintenance costs have increased by \$66,900 due to technology recently installed.

Special Revenue Fund - net decrease to the fund of \$117,838

- Expenses have been added to the E911 fund for software upgrade as part of the additional funds available to draw down that included as revenue in the previous budget amendment
- A payment of \$102,125 is expected to be made to Oppidan per the execution of the Woodland Hills development agreement.
- \$11,000,000 of expenses have been added for the term of the Alluvion agreement. Funding for this agreement is from bonds that have been recently sold and the proceeds will be transferred to the special revenue fund.

Capital Budget - net increase to the fund of \$17,614,495

As a result of the amendment, budgeted revenue for capital items increased \$30,511,380; \$30,000,000 of this revenue comes from the issuance of bonds related to the Alluvion project, the remaining amounts are from contributions and grants.

Expenses for Capital items will increase by \$1,796,885 due two factors. First, it is contemplated that several projects need to be added (primarily due to Project Alluvion), and two, several projects which had been scheduled for completion in FY 2013-14 have not been completed and are being carried over to FY 2014-15. The increased expenditures do not reflect the realization of staff that several of the scheduled FY 2014-15 projects will not be initiated or completed as forecasted. There is also a decrease in some capital items to offset some of the increases. This amendment calls for major adjustments in expenditures (defined as being over \$100,000) for the following public improvements:

Public Safety Station #17	\$244,385
Law Enforcement Center	\$434,300
Maffitt Lake Rd-Veterans Parkway to S 8 th	\$645,000
Alluvion Water Main Improvement	\$960,000
Grand Ave Tree Cutting	\$133,500
Holiday Park Improvements	\$127,600

Necessary funds for these projects are primarily provided by the bond proceeds, assessments, road use taxes, or grants.

Business Type/Enterprise - net decrease to the fund of \$2,164,505

Business Type/Enterprise revenues will increase by \$1,513,600 while estimate expenditures will increase \$3,678,105.

- The increased revenue (\$1,320,600) is related to year-to-date sewer district fee charges.
- Expenses have been increased by \$22,405 for the repairs of equipment at a pump station.
- Expenses have been increased \$60,000 for the purchase of a SERT vehicle, this expense is offset by contribution received from other communities that participate in the SERT program.

Expenses for Sanitary Sewer and Storm Water Capital items will increase by \$3,595,700 due to the addition of multiple capital projects and for various reason several projects which had been scheduled for completion in FY 2013-14 were carried over to FY 2014-15. Staff also realizes that several of the scheduled FY 2014-15 projects will not be initiated or completed as forecasted. The amendment calls for major adjustments in expenditures (defined as being over \$100,000) for the following public improvements:

Fox Creek Trunk Sewer	\$2,590,000
Cascade Ave Trunk Sewer	\$653,000
Ashworth Low Pressure Sanitary Sewer	\$175,000
Woodland Hills Drainage Improvements	\$100,000

BACKGROUND:

This is a public hearing on Amendment #2 to the City's FY 2014-15 operating and capital budget. The Finance Director and Budget Analyst, after reviewing all expenditure levels and receiving input from several of the departments, developed this proposed amendment. The amendment was presented and discussed with the Finance and Administration Sub-Committee on March 11, 2015. The Sub-Committee recommended approval and also recommended including the attached notes.

RECOMMENDATION:

Adopt Resolution approving Amendment #2 to the FY 2014-15 operating and capital budget.

Lead Staff Member: Chris Hamlett, Budget Analyst *CH*

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

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

SUBCOMMITTEE REVIEW (if applicable)

Committee	Finance & Administration		
Date Reviewed	March 11, 2015		
Recommendation	<input checked="" type="radio"/> Yes	<input type="radio"/> No	<input type="radio"/> Split

77-727

CITY BUDGET AMENDMENT AND CERTIFICATION RESOLUTION

To the Auditor of POLK, DALLAS, WARREN, & MADISON County, Iowa:

The City Council of West Des Moines in said County/Countries met on 4/6/15, at the place and hour set in the notice, a copy of which accompanies this certificate and is certified as to publication. Upon taking up the proposed amendment, it was considered and taxpayers were heard for and against the amendment.

The Council, after hearing all taxpayers wishing to be heard and considering the statements made by them, gave final consideration to the proposed amendment(s) to the budget and modifications proposed at the hearing, if any, thereupon, the following resolution was introduced.

RESOLUTION No. _____

A RESOLUTION AMENDING THE CURRENT BUDGET FOR THE FISCAL YEAR ENDING JUNE 30 2015
(AS AMENDED LAST ON 10/20/14.)

Be it Resolved by the Council of the City of West Des Moines

Section 1. Following notice published 3/27/15

and the public hearing held, 4/6/15 the current budget (as previously amended) is amended as set out herein and in the detail by fund type and activity that supports this resolution which was considered at that hearing:

		Total Budget as certified or last amended	Current Amendment	Total Budget after Current Amendment
Revenues & Other Financing Sources				
Taxes Levied on Property	1	48,525,173	0	48,525,173
Less: Uncollected Property Taxes-Levy Year	2	0	0	0
Net Current Property Taxes	3	48,525,173	0	48,525,173
Delinquent Property Taxes	4	0	0	0
TIF Revenues	5	9,205,790	0	9,205,790
Other City Taxes	6	4,009,853	0	4,009,853
Licenses & Permits	7	1,692,850	184,000	1,876,850
Use of Money and Property	8	2,024,055	20,000	2,044,055
Intergovernmental	9	15,642,104	601,915	16,244,019
Charges for Services	10	18,750,975	1,590,600	20,341,575
Special Assessments	11	150,000	35,600	185,600
Miscellaneous	12	9,425,565	39,000	9,464,565
Other Financing Sources	13	60,896,054	41,143,000	102,039,054
Total Revenues and Other Sources	14	170,322,419	43,614,115	213,936,534
Expenditures & Other Financing Uses				
Public Safety	15	28,408,228	259,478	28,667,706
Public Works	16	8,480,835	563,812	9,044,647
Health and Social Services	17	1,258,878	0	1,258,878
Culture and Recreation	18	8,440,449	141,550	8,581,999
Community and Economic Development	19	12,743,308	10,551,177	23,294,485
General Government	20	7,619,101	321,180	7,940,281
Debt Service	21	17,697,058	2,823,270	20,520,328
Capital Projects	22	34,558,780	1,796,885	36,355,665
Total Government Activities Expenditures	23	119,206,637	16,457,352	135,663,989
Business Type / Enterprises	24	23,844,414	3,678,105	27,522,519
Total Gov Activities & Business Expenditures	25	143,051,051	20,135,457	163,186,508
Transfers Out	26	46,764,054	11,100,000	57,864,054
Total Expenditures/Transfers Out	27	189,815,105	31,235,457	221,050,562
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out Fiscal Year	28	-19,492,686	12,378,658	-7,114,028
Beginning Fund Balance July 1	29	188,089,935	18,568,699	206,658,634
Ending Fund Balance June 30	30	168,597,249	30,947,357	199,544,606

Passed this _____ day of _____
(Day) (Month/Year)

Signature
City Clerk/Finance Officer

Signature
Mayor

**NOTICE OF PUBLIC HEARING
AMENDMENT OF CURRENT CITY BUDGET**

The City Council of West Des Moines in POLK, DALLAS, WARREN, & MADISON County, Iowa

will meet at Council Chambers of WDM City Hall

at 5:35 PM on 4/8/15
(hour) (Date)

,for the purpose of amending the current budget of the city for the fiscal year ending June 30, 2015
(year)

by changing estimates of revenue and expenditure appropriations in the following functions for the reasons given.
Additional detail is available at the city clerk's office showing revenues and expenditures by fund type and by activity.

	Total Budget as certified or last amended	Current Amendment	Total Budget after Current Amendment
Revenues & Other Financing Sources			
Taxes Levied on Property 1	48,525,173	0	48,525,173
Less: Uncollected Property Taxes-Levy Year 2			0
Net Current Property Taxes 3	48,525,173	0	48,525,173
Delinquent Property Taxes 4	0		0
TIF Revenues 5	9,205,790	0	9,205,790
Other City Taxes 6	4,009,853	0	4,009,853
Licenses & Permits 7	1,692,850	184,000	1,876,850
Use of Money and Property 8	2,024,055	20,000	2,044,055
Intergovernmental 9	15,642,104	601,915	16,244,019
Charges for Services 10	18,750,975	1,590,600	20,341,575
Special Assessments 11	150,000	35,600	185,600
Miscellaneous 12	9,425,565	39,000	9,464,565
Other Financing Sources 13	60,896,054	41,143,000	102,039,054
Total Revenues and Other Sources 14	170,322,419	43,614,115	213,936,534
Expenditures & Other Financing Uses			
Public Safety 15	28,408,228	259,478	28,667,706
Public Works 16	8,480,835	563,812	9,044,647
Health and Social Services 17	1,258,878	0	1,258,878
Culture and Recreation 18	8,440,449	141,550	8,581,999
Community and Economic Development 19	12,743,308	10,551,177	23,294,485
General Government 20	7,619,101	321,180	7,940,281
Debt Service 21	17,697,058	2,823,270	20,520,328
Capital Projects 22	34,558,780	1,796,885	36,355,665
Total Government Activities Expenditures 23	119,206,637	16,457,352	135,663,989
Business Type / Enterprises 24	23,844,414	3,678,105	27,522,519
Total Gov Activities & Business Expenditures 25	143,051,051	20,135,457	163,186,508
Transfers Out 26	46,764,054	11,100,000	57,864,054
Total Expenditures/Transfers Out 27	189,815,105	31,235,457	221,050,562
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out Fiscal Year 28	-19,492,686	12,378,658	-7,114,028
Beginning Fund Balance July 1 29	188,089,935	18,568,699	206,658,634
Ending Fund Balance June 30 30	168,597,249	30,947,357	199,544,606

Explanation of increases or decreases in revenue estimates, appropriations, or available cash:
Actual fund balance and cash on hand July 1, 2014 and miscellaneous revenues and expenditures revised from the adopted budget.

There will be no increase in tax levies to be paid in the current fiscal year named above related to the proposed budget amendment. Any increase in expenditures set out above will be met from the increased non-property tax revenues and cash balances not budgeted or considered in this current budget.

Tim Stiles
City Clerk/ Finance Officer Name

Fund Summary

Fund Type	Revenues Inc (Dec)	Expenditures Inc (Dec)	Transfers In (Out)	Net Inc (Dec)
General	\$ 457,135	\$ 587,359		\$ (130,224)
Special Revenue	\$ 32,000	\$ 11,249,838	\$ 11,100,000	\$ (117,838)
Debt Service	\$ -	\$ 2,823,270		\$ (2,823,270)
Capital Projects	\$ 30,511,380	\$ 1,796,885	\$ (11,100,000)	\$ 17,614,495
Business Type / Enterprise	\$ 1,513,600	\$ 3,678,105	\$ -	\$ (2,164,505)
	\$ 32,514,115	\$ 20,135,457	\$ -	\$ 12,378,658

Revenue Detail

Account Number						Current Budget	Change Inc (Dec)	Amended Budget
Fund	Function	Cost Center	Type	Line Item	Description			
General Funds								
<u>Licenses and Permits</u>								
0100	10	20	1	2201	Misc. Lic/Permit-Bldg Insp	\$ 6,000	\$ 15,000	\$ 21,000
0100	10	20	1	2310	Building Permits	\$ 1,100,000	\$ 120,000	\$ 1,220,000
0100	10	20	1	2315	Electrical Permits	\$ 75,000	\$ 30,000	\$ 105,000
0100	10	20	1	2320	Heating Permits	\$ 45,000	\$ 3,000	\$ 48,000
0100	10	20	1	2325	Plumbing Permits	\$ 50,000	\$ 8,000	\$ 58,000
0100	20	20	1	2340	Fiber Optic License	\$ 7,000	\$ 1,000	\$ 8,000
0100	40	20	1	2027	Special Event Permit	\$ 4,000	\$ 3,000	\$ 7,000
0100	40	20	1	2030	Archery Facility Permit	\$ 3,300	\$ 4,000	\$ 7,300
<u>Sub-total Licenses and Permits</u>							\$ 184,000	
<u>Intergovernmental</u>								
0100	10	40	2	4051	FEMA Safer Grant	\$ -	\$ 5,000	\$ 5,000
0100	10	40	2	4075	COPS Grant	\$ -	\$ 22,000	\$ 22,000
0100	10	40	2	4099	Grants-Misc Federal	\$ 750	\$ 17,950	\$ 18,700
0805	20	40	2	3116	Storage Fee	\$ 5,000	\$ 5,000	\$ 10,000
<u>Sub-total Intergovernmental</u>							\$ 75,135	
<u>Charges for Services</u>								
0100	20	50	1	5275	Construction Inspection PW	\$ 40,000	\$ (5,000)	\$ 90,000
0100	50	50	1	5002	Developer Paid Inspection D.S	\$ 600,000	\$ 80,000	\$ 680,000
0100	50	50	1	5016	Zoning & Platting Fees	\$ 9,000	\$ 6,000	\$ 15,000
<u>Sub-total Charges for Services</u>							\$ 131,000	
<u>Use of Money & Property</u>								
0100	60	30	4	3100	Control Pay Revenue Sharing	\$ 35,000	\$ 20,000	\$ 55,000
<u>Sub-total Use of Money & Property</u>							\$ 20,000	
<u>Miscellaneous</u>								
0100	10	70	1	7424	OWI Restitution	\$ 1,500	\$ 4,000	\$ 5,500
<u>Sub-total Miscellaneous</u>							\$ 4,000	
<u>Other Financing Sources</u>								
0100	60	90	4	7789	Sale Proceeds from Auction	\$ 7,000	\$ 42,000	\$ 49,000
0250	10	90	4	7789	Sale Proceeds from Auction	\$ -	\$ 1,000	\$ 1,000
<u>Sub-total Other Financing Sources</u>							\$ 43,000	
General Funds Total							\$ 457,135	
Special Revenue Funds								
<u>Miscellaneous</u>								
1360	10	70	2	7701	Donations/Gifts/Bequest	\$ 5,000	\$ 17,000	\$ 22,000
1750	50	70	1	7912	HQJP Loan Repayments	\$ 6,000	\$ 15,000	\$ 21,000
<u>Sub-total Miscellaneous</u>							\$ 32,000	
Special Revenue Funds Total							\$ 32,000	

Revenue Detail

Account Number						Current Budget	Change Inc (Dec)	Amended Budget
Fund	Function	Cost Center	Type	Line Item	Description			
Revenue-Continued								
Capital Projects Funds								
<u>Traffic Signal Renovation</u>								
3514	20	40	3	4355	Iowa DOT Agreement/Grant	\$ -	\$ 43,700	\$ 43,700
Sub-total Traffic Signal Renovation							\$ 43,700	
<u>Grand Avenue/I35 to S.50th</u>								
4038	20	40	3	4355	Iowa DOT Agreement/Grant	\$ -	\$ 25,000	\$ 25,000
Sub-total Grand Avenue/ I35 to S. 50th							\$ 25,000	
<u>Grand Ave - RR Ave to Fuller</u>								
4041	20	40	3	4355	Iowa DOT Agreement/Grant	\$ -	\$ 10,000	\$ 10,000
Sub-total Grand Ave-RR Ave to Fuller							\$ 10,000	
<u>Grand Ave-RRP to S 35th</u>								
4047	20	40	3	4355	Iowa DOT Agreement/Grant	\$ -	\$ 155,000	\$ 155,000
Sub-total Grand Ave-RRP to S 35th							\$ 155,000	
<u>Southwest Connector</u>								
4070	20	40	3	4355	Iowa DOT Agreement/Grant	\$ -	\$ 149,000	\$ 149,000
4070	20	40	3	4839	Misc-Local Grant	\$ 43,600	\$ (43,600)	\$ -
Sub-total Southwest Connector							\$ 105,400	
<u>Grand Technology Gateway</u>								
4233	20	40	3	4355	Iowa DOT Agreement/Grant	\$ -	\$ 110,000	\$ 110,000
Sub-total Grand Technology Gateway							\$ 110,000	
<u>Huston Ridge Park Improv</u>								
6510	40	70	3	7712	Private Funds/Contributions	\$ -	\$ 3,000	\$ 3,000
Sub-total Huston Ridge Park Improv							\$ 3,000	
<u>Archery Facility</u>								
6553	40	40	3	4599	Grants - Misc State	\$ -	\$ 23,680	\$ 23,680
Sub-total Archery Facility							\$ 23,680	
<u>Future FY TIF Bond Issue</u>								
7600	70	90	9	9050	Bond Proceeds	\$ -	\$ 30,000,000	\$ 30,000,000
Sub-total Future Year TIF Bond Proceeds							\$ 30,000,000	
<u>Special Assessments</u>								
7952	20	60	1	6000	Lump Sum Budget Projections	\$ 100,000	\$ 35,600	\$ 135,600
Sub-total Special Assessments							\$ 35,600	
Capital Projects Funds Total							\$ 30,511,380	

Revenue Detail

Account Number						Current Budget	Change Inc (Dec)	Amended Budget
Fund	Function	Cost Center	Type	Line Item	Description			
Revenue-Continued								
Business Type Funds								
<u>Intergovernmental</u>								
9200	80	40	3	4839	Misc. Local Contributions	\$ -	\$ 54,000	\$ 54,000
<i>Sub-total Intergovernmental</i>							\$ 54,000	
<u>Charges for Services</u>								
8100	80	50	1	5412	Sewer Capital Charges	\$ 200,000	\$ 139,000	\$ 339,000
8140	80	50	3	5416	Special Fee District Charges	\$ -	\$ 813,700	\$ 813,700
8149	80	50	3	5416	Special Fee District Charges	\$ -	\$ 416,800	\$ 416,800
8152	80	50	3	5416	Special Fee District Charges	\$ -	\$ 49,700	\$ 49,700
8342	80	50	3	5416	Special Fee District Charges	\$ 2,275	\$ 40,400	\$ 42,675
<i>Sub-total Charges for Services</i>							\$ 1,459,600	
Business Type Funds Total							\$ 1,513,600	
Revenue Total							\$ 32,514,115	

Transfers

Account Number						Current Budget	Change Inc (Dec)	Amended Budget
Fund	Function	Cost Center	Type	Line Item	Description			
Transfers In								
Special Revenue								
1865	95	95	9	9100	Transfers In	\$ -	\$ 11,000,000	\$ 11,000,000
Total Special Revenue Transfers In							\$ 11,000,000	
Business Type								
5557	95	95	9	9100	Transfers In		\$ 100,000	\$ 100,000
Total Business Type Transfers In							\$ 100,000	
Total Transfers In							\$ 11,100,000	
Transfers Out								
Capital Projects								
7600	95	890	9	9100	Transfer Out		\$ 11,000,000	\$ 11,000,000
Total Capital Projects Transfers Out							\$ 11,000,000	
Business Type								
8300	95	890	9	9100	Transfer Out	\$ -	\$ 100,000	\$ 100,000
Total Business Type Transfers Out							\$ 100,000	
Total Transfers Out							\$ 11,100,000	
Net Transfers In/Out							\$ -	

Expenditure Summary

Program	Change Inc (Dec)
Public Safety	
Operating	
Law Enforcement Center	\$ 4,000
Police Administration	\$ 170,810
Police Administrative Services	\$ (170,810)
Police Patrol	\$ 57,710
Animal Control	\$ (45,000)
Public Safety Station #21	\$ 15,000
Fire Suppression	\$ 24,525
Westside Public Safety Station #22	\$ 21,500
Building Inspection	\$ 34,030
IA EMS Alliance	\$ -
Operating Total	\$ 111,765
Special Revenue	
E911 Polk County	\$ 140,643
Retirement	\$ 7,070
Special Revenue Total	\$ 147,713
Public Safety Total	\$ 259,478
Public Works	
Operating	
Public Works Administration	\$ (34,030)
Traffic Control and Safety	\$ 46,400
Street Maintenance-Improved	\$ (26,113)
Engineering Services	\$ 577,555
Operating Total	\$ 563,812
Public Works Total	\$ 563,812
Health & Social Services	
Operating	
Human Services	\$ -
Operating Total	\$ -
Health & Social Services Total	\$ -

Expenditure Summary

Program	Change Inc (Dec)
Expenditures-Continued	
Culture and Recreation	
Operating	
Parks & Recreation Administration	\$ 3,000
Parks	\$ 14,500
Valley View Aquatic Center	\$ 101,000
Library	\$ 23,050
Operating Total	\$ 141,550
Culture and Recreation Total	\$ 141,550
Community and Economic Development	
Operating	
Nuisance Abatement	\$ (26,113)
Development Services	\$ (524,835)
Operating Total	\$ (550,948)
Special Revenue	
Woodland Hills TIF District	\$ 102,125
Alluvion TIF District	\$ 11,000,000
Special Revenue Total	\$ 11,102,125
Community and Economic Development Total	\$ 10,551,177
General Government	
Operating	
City Manager's Office	\$ 39,000
Legal	\$ 135,000
Information Technology Services	\$ 66,900
Human Resources	\$ 2,200
Finance	\$ 19,240
City Clerk	\$ 8,840
City Hall Bldg Maintenance	\$ 50,000
Operating Total	\$ 321,180
General Government Total	\$ 321,180
Expenditures-Continued	
Debt Service	\$ 2,823,270
Capital Projects	\$ 1,796,885
Total Government Activities Expenditures	\$ 16,457,352
Business Type / Enterprise	\$ 3,678,105
Total Government Activities & Business Expenditures	\$ 20,135,457

Expenditure Detail - Public Safety

Account Number						Current Budget	Change Inc (Dec)	Amended Budget
Fund	Function	Cost Center	Type	Line Item	Description			
Public Safety								
Operating								
<u>Law Enforcement Center</u>								
0100	10	105	3	3851	Building Maintenance	\$ 80,000	\$ 4,000	\$ 84,000
Sub-total Law Enforcement Center							\$ 4,000	
<u>Police Administration</u>								
0100	10	110	1	1100	Compensation	\$ 252,000	\$ 164,000	\$ 416,000
0100	10	110	1	1400	Longevity	\$ 575	\$ 1,820	\$ 2,395
0100	10	110	1	1515	Uniform Allowance	\$ 700	\$ 700	\$ 1,400
0100	10	110	1	1550	Health/Medical Insurance	\$ 25,000	\$ 2,450	\$ 27,450
0100	10	110	1	1570	Life Insurance	\$ 725	\$ 330	\$ 1,055
0100	10	110	1	1610	City Share FICA	\$ 10,900	\$ 925	\$ 11,825
0100	10	110	1	1640	City Share Def Compensation	\$ 21,300	\$ 585	\$ 21,885
Sub-total Police Administration							\$ 170,810	
<u>Police Administrative Services</u>								
0100	10	112	1	1100	Compensation	\$ 2,030,050	\$ (164,000)	\$ 1,866,050
0100	10	112	1	1400	Longevity	\$ 20,950	\$ (1,820)	\$ 19,130
0100	10	112	1	1515	Uniform Allowance	\$ 10,500	\$ (700)	\$ 9,800
0100	10	112	1	1550	Health/Medical Insurance	\$ 364,750	\$ (2,450)	\$ 362,300
0100	10	112	1	1570	Life Insurance	\$ 3,650	\$ (330)	\$ 3,320
0100	10	112	1	1610	City Share FICA	\$ 69,710	\$ (925)	\$ 68,785
0100	10	112	1	1640	City Share Def Compensation	\$ 2,600	\$ (585)	\$ 2,015
Sub-total Police Administrative Services							\$ (170,810)	
<u>Police Patrol</u>								
0100	10	118	1	1100	Compensation	\$ 3,030,000	\$ 23,250	\$ 3,053,250
0100	10	118	1	1550	Health/Medical Insurance	\$ 629,000	\$ 2,610	\$ 631,610
0100	10	118	1	1560	Dental Insurance	\$ 18,600	\$ 175	\$ 18,775
0100	10	118	1	1570	Life Insurance	\$ 5,000	\$ 35	\$ 5,035
0100	10	118	1	1580	Vision Insurance	\$ 1,200	\$ 95	\$ 1,295
0100	10	118	1	1610	City Share FICA	\$ 57,270	\$ 345	\$ 57,615
0100	10	118	3	2180	Training	\$ 34,450	\$ 21,200	\$ 55,650
0100	10	118	3	3200	Uniforms	\$ 54,000	\$ 10,000	\$ 64,000
Sub-total Police Patrol							\$ 57,710	
<u>Animal Control</u>								
0150	10	120	1	1100	Compensation	\$ 45,000	\$ (45,000)	\$ -
Sub-total Animal Control							\$ (45,000)	
<u>Public Safety Station #21</u>								
0100	10	145	3	3851	Building Maintenance	\$ 40,000	\$ 15,000	\$ 55,000
Sub-total Public Safety Station #21							\$ 15,000	
<u>Fire Suppression</u>								
0100	10	158	5	7305	Non Capital Assets		\$ 28,840	\$ 28,840
0100	10	158	6	7399	Request Misc Capital	\$ 72,000	\$ (4,315)	\$ 67,685
Sub-total Fire Suppression							\$ 24,525	

Expenditure Detail - Public Safety

Account Number						Current Budget	Change Inc (Dec)	Amended Budget
Fund	Function	Cost Center	Type	Line Item	Description			
Public Safety-Continued								
<u>Westside Public Safety Station #22</u>								
0100	10	170	3	3821	Vehicle Maintenance	\$ 20,000	\$ 15,000	\$ 35,000
0100	10	170	3	3851	Building Maintenance	\$ 20,000	\$ 6,500	\$ 26,500
<u>Sub-total Westside Public Safety Station #22</u>							\$ 21,500	
<u>Building Inspection</u>								
0100	10	550	1	1100	Compensation	\$ 712,200	\$ 26,550	\$ 738,750
0100	10	550	1	1550	Health/Medical Insurance	\$ 148,925	\$ 2,780	\$ 151,705
0100	10	550	1	1560	Dental Insurance	\$ 4,225	\$ 175	\$ 4,400
0100	10	550	1	1570	Life Insurance	\$ 2,100	\$ 75	\$ 2,175
0100	10	550	1	1610	City Share FICA	\$ 55,440	\$ 2,025	\$ 57,465
0100	10	550	1	1620	City Share IPERS	\$ 65,200	\$ 2,425	\$ 67,625
<u>Sub-total Building Inspection</u>							\$ 34,030	
<u>IA EMS Alliance</u>								
0250	10	126	1	1100	Compensation	\$ 900,000	\$ 135,850	\$ 1,035,850
0250	10	126	1	1200	Part-Time Temp	\$ 585,000	\$ (162,660)	\$ 422,340
0250	10	126	1	1550	Health/Medical Insurance	\$ 250,000	\$ 26,810	\$ 276,810
<u>Sub-total IA EMS Alliance EMS</u>							\$ -	
Operating Total							\$ 111,765	
Special Revenue								
<u>E911 Polk County</u>								
1251	10	125	3	2180	Training	\$ 10,000	\$ 600	\$ 10,600
1251	10	125	3	3780	Software Maintenance Land Line	\$ 225,000	\$ (75,000)	\$ 150,000
1251	10	125	3	3781	Software Maintenance Wireless	\$ -	\$ 150,000	\$ 150,000
1251	10	125	3	3909	DS3 Redundant	\$ -	\$ 26,142	\$ 26,142
1251	10	125	6	7126	Comm Cntr Equip/Improv	\$ 230,995	\$ 18,749	\$ 249,744
1251	10	125	6	7128	MICS Project	\$ -	\$ 20,152	\$ 20,152
<u>Sub-total E911 Polk County</u>							\$ 140,643	
<u>Retirement</u>								
1960	10	110	1	1630	Police Fire Retirement	\$ -	\$ 40,000	\$ 40,000
1960	10	112	1	1630	Police/Fire Retirement	\$ 467,000	\$ (40,000)	\$ 427,000
1960	10	118	1	1630	Police/Fire Retirement	\$ 935,000	\$ 7,070	\$ 942,070
<u>Sub-total Retirement</u>							\$ 7,070	
Special Revenue Total							\$ 147,713	
Public Safety Total							\$ 259,478	

Expenditure Detail - Public Works

Account Number						Current Budget	Change Inc (Dec)	Amended Budget
Fund	Function	Cost Center	Type	Line Item	Description			
Public Works								
Operating								
<u>Public Works Administration</u>								
0100	20	401	1	1100	Compensation	\$ 350,000	\$ (26,550)	\$ 323,450
0100	20	401	1	1550	Health/Medical Insurance	\$ 55,000	\$ (2,780)	\$ 52,220
0100	20	401	1	1560	Dental Insurance	\$ 2,150	\$ (175)	\$ 1,975
0100	20	401	1	1570	Life Insurance	\$ 1,025	\$ (75)	\$ 950
0100	20	401	1	1610	City Share FICA	\$ 28,824	\$ (2,025)	\$ 26,799
0100	20	401	1	1620	City Share IPERS	\$ 34,000	\$ (2,425)	\$ 31,575
Sub-total Public Works Administration							\$ (34,030)	
<u>Traffic Control & Safety</u>								
0100	20	408	3	5499	Traffic Emergency Repairs	\$ 19,350	\$ 46,400	\$ 65,750
Sub-total Traffic Control & Safety							\$ 46,400	
<u>Street Maintenance-Unimproved</u>								
0100	20	435	1	1100	Compensation	\$ 264,500	\$ (19,650)	\$ 244,850
0100	20	435	1	1400	Longevity	\$ 1,388	\$ (88)	\$ 1,300
0100	20	435	1	1506	Cell Phone Allowance	\$ 600	\$ (135)	\$ 465
0100	20	435	1	1550	Health/Medical Insurance	\$ 75,350	\$ (2,838)	\$ 72,512
0100	20	435	1	1560	Dental Insurance	\$ 1,500	\$ (73)	\$ 1,427
0100	20	435	1	1570	Life Insurance	\$ 460	\$ (53)	\$ 407
0100	20	435	1	1610	City Share FICA	\$ 21,955	\$ (1,513)	\$ 20,442
0100	20	435	1	1620	City Share IPERS	\$ 26,200	\$ (1,763)	\$ 24,437
Sub-total Street maintenance-Unimproved							\$ (26,113)	
<u>Engineering Services</u>								
0100	20	495	1	1100	Compensation	\$ -	\$ 430,350	\$ 430,350
0100	20	495	1	1400	Longevity	\$ -	\$ 2,925	\$ 2,925
0100	20	495	1	1506	Cell Phone Allowance	\$ -	\$ 1,770	\$ 1,770
0100	20	495	1	1550	Health/Medical Insurance	\$ -	\$ 64,625	\$ 64,625
0100	20	495	1	1560	Dental Insurance	\$ -	\$ 1,585	\$ 1,585
0100	20	495	1	1570	Life Insurance	\$ -	\$ 1,150	\$ 1,150
0100	20	495	1	1610	City Share FICA	\$ -	\$ 32,250	\$ 32,250
0100	20	495	1	1620	City Share IPERS	\$ -	\$ 38,700	\$ 38,700
0100	20	495	1	1640	City Share Def Compensation	\$ -	\$ 3,700	\$ 3,700
0100	20	495	3	3821	Vehicle Maintenance	\$ -	\$ 500	\$ 500
Sub-total Engineering Services							\$ 577,555	
Operating Total							\$ 563,812	
Public Works Total							\$ 563,812	

Expenditure Detail - Health Social Services

Account Number						Current Budget	Change Inc (Dec)	Amended Budget
Fund	Function	Cost Center	Type	Line Item	Description			
Health & Social Services								
Operating								
<i>Human Services</i>								
0100	30	310	4	3900	Telephone	\$ 2,500	\$ 500	\$ 3,000
0100	30	310	4	3960	Natural Gas	\$ 10,000	\$ (500)	\$ 9,500
Sub-total Human Services							\$ -	
Operating Total							\$ -	
Health & Social Services Total							\$ -	

Expenditure Detail - Culture and Recreation

Account Number						Current Budget	Change Inc (Dec)	Amended Budget
Fund	Function	Cost Center	Type	Line Item	Description			
Culture and Recreation								
Operating								
<u>Parks & Rec Administration</u>								
0100	40	340	3	3650	Copier Charges	\$ -	\$ 3,000	\$ 3,000
Sub-total Parks & Rec Administration							\$ 3,000	
<u>Parks</u>								
0100	40	344	6	7399	Requested Misc Capital Items	\$ -	\$ 14,500	\$ 14,500
Sub-total Parks							\$ 14,500	
<u>Valley View Aquatic Center</u>								
0100	40	353	3	3851	Building Maintenance	\$ 54,408	\$ 101,000	\$ 155,408
Sub-total Valley View Aquatic Center							\$ 101,000	
<u>Library</u>								
0200	40	320	3	3030	Copier Expense	\$ -	\$ 2,500	\$ 2,500
0200	40	320	5	7305	Non Capital Assets	\$ -	\$ 20,550	\$ 20,550
Sub-total Library							\$ 23,050	
Operating Total							\$ 141,550	
Culture and Recreation Total							\$ 141,550	

Expenditure Detail - Community and Economic Development

Account Number						Current Budget	Change Inc (Dec)	Amended Budget
Fund	Function	Cost Center	Type	Line Item	Description			
Community and Economic Development								
Operating								
<u>Nuisance Abatement</u>								
0100	50	470	1	1100	Compensation	\$ 135,000	\$ (19,650)	\$ 115,350
0100	50	470	1	1400	Longevity	\$ 1,638	\$ (88)	\$ 1,550
0100	50	470	1	1506	Cell Phone Allowance	\$ 260	\$ (135)	\$ 125
0100	50	470	1	1550	Health Insurance	\$ 40,500	\$ (2,838)	\$ 37,662
0100	50	470	1	1560	Dental Insurance	\$ 1,000	\$ (73)	\$ 927
0100	50	470	1	1570	Life Insurance	\$ 280	\$ (53)	\$ 227
0100	50	470	1	1610	City Share FICA	\$ 12,508	\$ (1,513)	\$ 10,995
0100	50	470	1	1620	City Share IPERS	\$ 15,000	\$ (1,763)	\$ 13,237
Sub-total Development Services							\$ (26,113)	
<u>Development Services</u>								
0100	50	560	1	1100	Compensation	\$ 1,078,500	\$ (391,050)	\$ 687,450
0100	50	560	1	1400	Longevity	\$ 5,700	\$ (2,750)	\$ 2,950
0100	50	560	1	1506	Cell Phone Allowance	\$ 2,880	\$ (1,500)	\$ 1,380
0100	50	560	1	1550	Health/Medical Insurance	\$ 182,090	\$ (58,950)	\$ 123,140
0100	50	560	1	1560	Dental Insurance	\$ 4,850	\$ (1,440)	\$ 3,410
0100	50	560	1	1570	Life Insurance	\$ 3,065	\$ (1,045)	\$ 2,020
0100	50	560	1	1610	City Share FICA	\$ 84,055	\$ (29,225)	\$ 54,830
0100	50	560	1	1620	City Share IPERS	\$ 98,550	\$ (35,175)	\$ 63,375
0100	50	560	1	1640	City Share Def Compensation	\$ 13,650	\$ (3,700)	\$ 9,950
Sub-total Development Services							\$ (524,835)	
Operating Total							\$ (550,948)	
Special Revenue								
<u>Woodland Hills TIF District</u>								
1860	50	576	3	5045	Oppidan Dev Agreement	\$	\$ 102,125	\$ 102,125
Sub-total Woodland Hills TIF District							\$ 102,125	
<u>Alluvion TIF District</u>								
1865	50	576	3	5043	Microsoft Dev Agreement		\$ 11,000,000	\$ 11,000,000
Sub-total Alluvion TIF District							\$ 11,000,000	
Special Revenue Total							\$ 11,102,125	
Community & Economic Development Total							\$ 10,551,177	

Expenditure Detail - General Government

Account Number						Current Budget	Change Inc (Dec)	Amended Budget
Fund	Function	Cost Center	Type	Line Item	Description			
General Government								
Operating								
<u>City Manager's Office</u>								
0100	60	630	5	4500	Contractual Services	\$ 20,000	\$ 22,000	\$ 42,000
0100	60	630	5	7305	Non-Capital Assets	\$ 31,000	\$ 17,000	\$ 48,000
Sub-total City Manager's Office							\$ 39,000	
<u>Legal</u>								
0100	60	642	3	4813	Legal Fees - Litigation	\$ 26,600	\$ 5,000	\$ 31,600
0100	60	642	3	4823	Legal Fees - City General	\$ 16,600	\$ 125,000	\$ 141,600
0100	60	642	3	4833	Legal Fee - Negotiation	\$ 20,600	\$ 5,000	\$ 25,600
Sub-total Legal							\$ 135,000	
<u>Information Technology Services</u>								
0100	60	650	6	7110	Computer Hardware	\$ 224,000	\$ 66,900	\$ 290,900
Sub-total Information Technology Services							\$ 66,900	
<u>Human Resources</u>								
0100	60	670	3	2150	City Wide Training	\$ 28,600	\$ 2,200	\$ 30,800
Sub-total Human Resources							\$ 2,200	
<u>Finance</u>								
0100	60	710	1	1100	Compensation	\$ 540,000	\$ 12,650	\$ 552,650
0100	60	710	1	1550	Health/Medical Insurance	\$ 89,900	\$ 4,180	\$ 94,080
0100	60	710	1	1560	Dental Insurance	\$ 3,400	\$ 110	\$ 3,510
0100	60	710	1	1570	Life Insurance	\$ 1,550	\$ 35	\$ 1,585
0100	60	710	1	1580	Vision Insurance	\$ 1,200	\$ 115	\$ 1,315
0100	60	710	1	1610	City Share FICA	\$ 46,074	\$ 950	\$ 47,024
0100	60	710	1	1620	City Share IPERS	\$ 54,500	\$ 1,200	\$ 55,700
Sub-total Finance							\$ 19,240	
<u>City Clerk</u>								
0100	60	714	1	1100	Compensation	\$ 50,300	\$ 6,250	\$ 56,550
0100	60	714	1	1550	Health/Medical Insurance	\$ 9,900	\$ 1,380	\$ 11,280
0100	60	714	1	1560	Dental Insurance	\$ -	\$ 55	\$ 55
0100	60	714	1	1570	Life Insurance	\$ 150	\$ 20	\$ 170
0100	60	714	1	1580	Vision Insurance	\$ -	\$ 60	\$ 60
0100	60	714	1	1610	City Share FICA	\$ 4,383	\$ 475	\$ 4,858
0100	60	714	1	1620	City Share IPERS	\$ 5,461	\$ 600	\$ 6,061
Sub-total City Clerk							\$ 8,840	
<u>City Hall Bldg Maintenance</u>								
0100	60	730	3	3868	Fountain Maintenance	\$ 7,000	\$ 50,000	\$ 57,000
Sub-total City Hall Bldg Maintenance							\$ 50,000	
Operating Total							\$ 321,180	
General Government Total							\$ 321,180	

Debt Service

Account Number						Current Budget	Change Inc (Dec)	Amended Budget
Fund	Function	Cost Center	Type	Line Item	Description			
Debt Service								
<i>Debt Service</i>								
2100	70	880	7	8126	Int 2007A ECP	\$ 45,453	\$ (32,701)	\$ 12,752
2100	70	880	7	8146	Int 2014A ECP	\$ -	\$ 355,614	\$ 355,614
2100	70	880	7	8147	Int 2014A JC Abated		\$ 35,209	\$ 35,209
2100	70	880	7	8676	Pre-Levy ECP/GCP	\$ 1,449,852	\$ (1,449,852)	\$ -
2100	70	880	7	8711	Prin 2007A ECO	\$ 225,000	\$ 990,000	\$ 1,215,000
2100	70	880	7	8731	Prin 2014A ECP 9/13		\$ 2,720,000	\$ 2,720,000
2100	70	880	7	8732	Prin 2014A JC Abated	\$ -	\$ 205,000	\$ 205,000
Sub-total Debt Service							\$ 2,823,270	
Debt Service Total							\$ 2,823,270	

Capital Projects

Account Number						Current Budget	Change Inc (Dec)	Amended Budget
Fund	Function	Cost Center	Type	Line Item	Description			
Capital Projects								
Capital Projects Funds								
Public Safety Station #17								
3009	75	810	6	7910	Contracts	\$ 358,500	\$ 249,585	\$ 608,085
3009	75	810	6	7920	Design/Inspection	\$ 52,500	\$ (5,200)	\$ 47,300
Sub-total Public Safety Station #17							\$ 244,385	
LEC Roof Replacement								
3054	75	810	6	7910	Contracts	\$ 240,500	\$ 370,000	\$ 610,500
3054	75	810	6	7920	Design/Inspection	\$ 28,800	\$ 64,300	\$ 93,100
Sub-total LEC Roof Replacement							\$ 434,300	
Maffitt Lake Rd- Veterans Parkway to S. 8th								
4259	77	820	6	7910	Contracts	\$ -	\$ 5,000	\$ 5,000
4259	77	820	6	7920	Design/Inspection	\$ -	\$ 640,000	\$ 640,000
Sub-total Maffitt Lake Rd-Veterans Pkwy to S. 8th							\$ 645,000	
Pine Ave- S. 8th to East Corporate Limits								
4261	77	820	6	7910	Contracts	\$ -	\$ 1,137,330	\$ 1,137,330
4261	77	820	6	7920	Design/Inspection	\$ 1,266,330	\$ (1,137,330)	\$ 129,000
Sub-total Pine Ave. - S. 8th to East Corporate Limits							\$ -	
Alluvion Water Main Improvement								
4266	77	820	6	7910	Contracts	\$ -	\$ 960,000	\$ 960,000
Sub-total Alluvion Water Main Improvement							\$ 960,000	
Grand Ave Tree Cutting								
4280	75	820	6	7910	Contracts	\$ -	\$ 133,500	\$ 133,500
Sub-total Grand Ave Tree Cutting							\$ 133,500	
Legion Park Improvements								
6509	75	840	6	7910	Contracts	\$ 63,100	\$ (4,900)	\$ 58,200
6509	75	840	6	7920	Design/Inspection	\$ -	\$ 4,900	\$ 4,900
Sub-total Legion Park Improvements							\$ -	
Holiday Park Improvements								
6515	75	840	6	7910	Contracts	\$ 724,100	\$ 127,600	\$ 851,700
Sub-total Holiday Park Improvements							\$ 127,600	
60th Street Trail								
6523	75	840	6	7910	Contracts	\$ 40,000	\$ (40,000)	\$ -
Sub-total 60th Street Trail							\$ (40,000)	
Community Center Improvements								
6554	75	840	6	7920	Contracts	\$ 100,000	\$ 13,200	\$ 113,200
Sub-total 60th Street Trail							\$ 13,200	
Shelter Renovation								
6596	75	840	6	7910	Contracts	\$ 35,800	\$ (10,000)	\$ 25,800
Sub-total Shelter Renovation							\$ (10,000)	
Trails-Developer Cost								
6992	75	840	6	7910	Contracts	\$ 35,950	\$ 28,200	\$ 64,150
Sub-total Trails Developer Cost Share							\$ 28,200	
Misc. Parking Lot Improvements								
6993	75	840	6	7910	Contracts	\$ 45,000	\$ (33,900)	\$ 11,100
Sub-total Misc Parking Lot Improvements							\$ (33,900)	
Misc Trail Improvements								
6996	75	840	6	7910	Contracts	\$ 504,300	\$ 40,000	\$ 544,300

Capital Projects

Account Number						Current Budget	Change Inc (Dec)	Amended Budget
Fund	Function	Cost Center	Type	Line Item	Description			
<i>Sub-total Misc Trail Improvements</i>							\$ 40,000	
Capital Projects-Continued								
<u>318 5th</u>								
7006	75	830	6	7910	Contracts	\$ -	\$ 21,000	\$ 21,000
<i>Sub-total 318 5th</i>							\$ 21,000	
<u>5th Street Banner Pole Replacement</u>								
7267	77	850	6	7920	Contracts	\$ -	\$ 31,000	\$ 31,000
<i>Sub-total 5th Street Banner Pole Replacement</i>							\$ 31,000	
<u>Future FY ECP Bond Issues</u>								
7700	70	880	7	4730	Bond Issuance Expense	\$ 797,400	\$ (797,400)	\$ -
<i>Sub-total Future Year Bond Issues</i>							\$ (797,400)	
Capital Projects Funds Total							\$ 1,796,885	
Capital Projects Total							\$ 1,796,885	

Business Type/Enterprise

Account Number						Current Budget	Change Inc (Dec)	Amended Budget
Fund	Function	Cost Center	Type	Line Item	Description			
Business Type								
Capital Projects Funds								
<u>Fox Creek Trunk Sewer</u>								
5061	80	820	6	7910	Contracts	\$ -	\$ 2,050,000	\$ 2,050,000
5061	80	820	6	7930	Land/ROW	\$ 260,000	\$ 540,000	\$ 800,000
<i>Sub-total Fox Creek Trunk Sewer</i>							\$ 2,590,000	
<u>Frink Creek San Sewer</u>								
5071	80	820	6	7910	Contracts	\$ -	\$ -	\$ -
5071	80	820	6	7930	Land/ROW	\$ 6,300	\$ 73,700	\$ 80,000
<i>Sub-total Frink Creek San Sewer</i>							\$ 73,700	
<u>Barnes Heights San Swr</u>								
5077	80	820	6	7910	Contracts	\$ -	\$ -	\$ -
5077	80	820	6	7920	Design/Inspection	\$ -	\$ 4,000	\$ 4,000
<i>Sub-total Barnes Heights San Swr</i>							\$ 4,000	
<u>Cascade Ave Trunk Sewer</u>								
5084	80	820	6	7910	Contracts	\$ 60,000	\$ 565,000	\$ 625,000
5084	80	820	6	7920	Design/Inspection	\$ -	\$ 28,000	\$ 28,000
5084	80	820	6	7930	Land/ROW	\$ -	\$ 60,000	\$ 60,000
<i>Sub-total Cascade Ave Trunk Sewer</i>							\$ 653,000	
<u>Ashworth Rd Low Pressure Sanitary Sewer</u>								
5091	80	820	6	7910	Contracts		\$ 124,000	\$ 124,000
5091	80	820	6	7920	Design/Inspection		\$ 26,000	\$ 26,000
5091	80	820	6	7930	Land/ROW		\$ 25,000	\$ 25,000
<i>Sub-total Ashworth Road Low Pres Sanitary Sewer</i>							\$ 175,000	
<u>Woodland Hills Drainage way Improvements</u>								
5557	80	820	6	7910	Contracts	\$ -	\$ 100,000	\$ 100,000
<i>Sub-total Woodland Hills Drainage Way Improvements</i>							\$ 100,000	
Capital Projects Funds Total							\$ 3,595,700	
Business Type/Enterprise Funds								
<u>Sewer and Drainage</u>								
8110	80	440	1	1100	Compensation	\$ 508,000	\$ (78,270)	\$ 429,730
8110	80	440	1	1400	Longevity	\$ 3,850	\$ (263)	\$ 3,587
8110	80	440	1	1506	Cell Phone Allowance	\$ 1,560	\$ (540)	\$ 1,020
8110	80	440	1	1550	Health Insurance	\$ 108,000	\$ (11,750)	\$ 96,250
8110	80	440	1	1560	Dental Insurance	\$ 2,950	\$ (290)	\$ 2,660
8110	80	440	1	1570	Life Insurance	\$ 975	\$ (210)	\$ 765
8110	80	440	1	1610	City Share FICA	\$ 42,137	\$ (5,780)	\$ 36,357
8110	80	440	1	1620	City Share IPERS	\$ 50,000	\$ (6,775)	\$ 43,225
8110	80	440	1	1640	City Share Def Compensation	\$ 2,470	\$ (1,000)	\$ 1,470
8110	80	440	3	5651	Pump Station Maintenance	\$ 30,000	\$ 22,405	\$ 52,405
<i>Sub-total Sewer and Drainage</i>							\$ (82,473)	

Business Type/Enterprise

Account Number						Current Budget	Change Inc (Dec)	Amended Budget
Fund	Function	Cost Center	Type	Line Item	Description			
Business Type Funds - Continued								
<u>Sewer Engineering</u>								
8110	80	495	1	1100	Compensation	\$ -	\$ 78,270	\$ 78,270
8110	80	495	1	1400	Longevity	\$ -	\$ 263	\$ 263
8110	80	495	1	1506	Cell Phone Allowance	\$ -	\$ 540	\$ 540
8110	80	495	1	1550	Health Insurance	\$ -	\$ 11,750	\$ 11,750
8110	80	495	1	1560	Dental Insurance	\$ -	\$ 290	\$ 290
8110	80	495	1	1570	Life Insurance	\$ -	\$ 210	\$ 210
8110	80	495	1	1610	City Share FICA	\$ -	\$ 5,780	\$ 5,780
8110	80	495	1	1620	City Share IPERS	\$ -	\$ 6,775	\$ 6,775
8110	80	495	1	1640	City Share Def Compensation	\$ -	\$ 1,000	\$ 1,000
<i>Sub-total WDM Sewer Sinking</i>							\$ 104,878	
<u>Storm Water Utility</u>								
8300	80	440	1	1100	Compensation	\$ 311,000	\$ (39,300)	\$ 271,700
8300	80	440	1	1400	Longevity	\$ 2,175	\$ (175)	\$ 2,000
8300	80	440	1	1506	Cell Phone Allowance	\$ 1,200	\$ (270)	\$ 930
8300	80	440	1	1550	Health Insurance	\$ 57,000	\$ (5,875)	\$ 51,125
8300	80	440	1	1560	Dental Insurance	\$ 1,900	\$ (145)	\$ 1,755
8300	80	440	1	1570	Life Insurance	\$ 575	\$ (105)	\$ 470
8300	80	440	1	1610	City Share FICA	\$ 25,694	\$ (3,025)	\$ 22,669
8300	80	440	1	1620	City Share IPERS	\$ 30,500	\$ (3,525)	\$ 26,975
<i>Sub-total Storm Water Utility</i>							\$ (52,420)	
<u>Storm Water Utility</u>								
8300	80	495	1	1100	Compensation	\$ -	\$ 39,300	\$ 39,300
8300	80	495	1	1400	Longevity	\$ -	\$ 175	\$ 175
8300	80	495	1	1506	Cell Phone Allowance	\$ -	\$ 270	\$ 270
8300	80	495	1	1550	Health Insurance	\$ -	\$ 5,875	\$ 5,875
8300	80	495	1	1560	Dental Insurance	\$ -	\$ 145	\$ 145
8300	80	495	1	1570	Life Insurance	\$ -	\$ 105	\$ 105
8300	80	495	1	1610	City Share FICA	\$ -	\$ 3,025	\$ 3,025
8300	80	495	1	1620	City Share IPERS	\$ -	\$ 3,525	\$ 3,525
<i>Sub-total Storm Water Utility</i>							\$ 52,420	
<u>Vehicle Replacement</u>								
9200	80	112	6	7411	Passenger Car Replacement	\$ 30,000	\$ 60,000	\$ 90,000
<i>Sub-total Vehicle Replacement</i>							\$ 60,000	
Business Type/Enterprise Funds Total							\$ 3,678,105	
Business Type Total							\$ 3,678,105	

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

6(e)

ITEM:

DATE: April 6, 2015

Public Hearing (5:35 p.m.)
Thornwood Area Sanitary Sewer - Phase 3

FINANCIAL IMPACT:

The Engineering Estimate of Construction Costs was estimated to be \$146,331.00 for the Thornwood Area Sanitary Sewer - Phase 3 Project. There were six (6) bids submitted with the low bid of \$128,172.12 being submitted by Sandstone Management, LTD., for the improvements. Payments will be paid from budgeted account no. 5011.80.820.6.7910 with the ultimate funding intended to come from the Sewer Fee District account.

BACKGROUND:

This Public Hearing is on the matter of adoption of Plans, Specifications, Form of Contract, and Estimate of Costs for the Thornwood Area Sanitary Sewer - Phase 3 Project. Upon completion of the Public Hearing, a Resolution should be passed adopting the Plans and Specifications, Form of Contract, Estimate of Costs, and awarding the contract to Sandstone Management, LTD, of Carlisle, Iowa. This project is the third and final phase of the Thornwood Collector Sewer Improvements Project. Work on this project has been coordinated with the Grand Avenue Phase 5 Street Improvements Project.

Work on this project will begin in the near future and be completed by August 1, 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 Sandstone Management.

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

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

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

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Works		
Date Reviewed	March 30, 2015		
Recommendation	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Split

RESOLUTION

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

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

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

and,

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

therefore;

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

PASSED AND ADOPTED this 6th day of April, 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:

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

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 Sandstone Management, LTD., in the amount of \$128,172.12 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 Thornwood Area Sanitary Sewer - Phase 3 Project is hereby awarded to Sandstone Management LTD., in the amount of \$128,172.12 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 6th of April, 2015.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

BID TABULATION
WEST DES MOINES, IOWA
THORNWOOD AREA SANITARY SEWER PHASE 3 - GRAVITY

1. Construct the Thornwood Area Sanitary Sewer Phase 3 - Gravity for the following unit and lump sum prices:		Sandstone Management LTD 15 School Street Carlisle, Iowa 50047		Gator Excavating, Inc. 3100 SE Miehle Drive Grimes, Iowa 50111		J&K Contracting LLC 1307 East Lincoln Way Ames, Iowa 50010			
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1.1	Sanitary Sewer in Place - 8"	LF	1,437	53.37 \$	76,692.69 \$	52.00 \$	74,724.00 \$	67.00 \$	96,279.00
1.2	Manhole Type SW-301-48" Dia	Ea.	7	3,789.00	26,523.00	4,000.00	28,000.00	3,400.00	23,800.00
1.3	Connect to Existing Manhole Sta. 10+00	LS	1	5,675.00	5,675.00	5,000.00	5,000.00	7,500.00	7,500.00
1.4	Video Inspection	LF	1,437	1.89	2,715.93	6.00	8,622.00	2.00	2,874.00
1.5	Stabilizing Material	TON	20	33.75	675.00	35.00	700.00	25.00	500.00
1.6	Erosion Control	LS	1	5,115.50	5,115.50	4,108.00	4,108.00	4,000.00	4,000.00
1.7	Seeding	Acre	1	4,350.00	4,350.00	3,250.00	3,250.00	3,250.00	3,250.00
1.8	Construction Staking	LS	1	3,600.00	3,600.00	2,640.00	2,640.00	2,640.00	2,640.00
1.9	Traffic Control	LS	1	2,825.00	2,825.00	2,600.00	2,600.00	2,300.00	2,300.00
TOTAL BID (Items 1.1 - 1.9)					\$128,172.12		\$129,644.00		\$143,143.00

**BID TABULATION
WEST DES MOINES, IOWA
THORNWOOD AREA SANITARY SEWER PHASE 3 - GRAVITY**

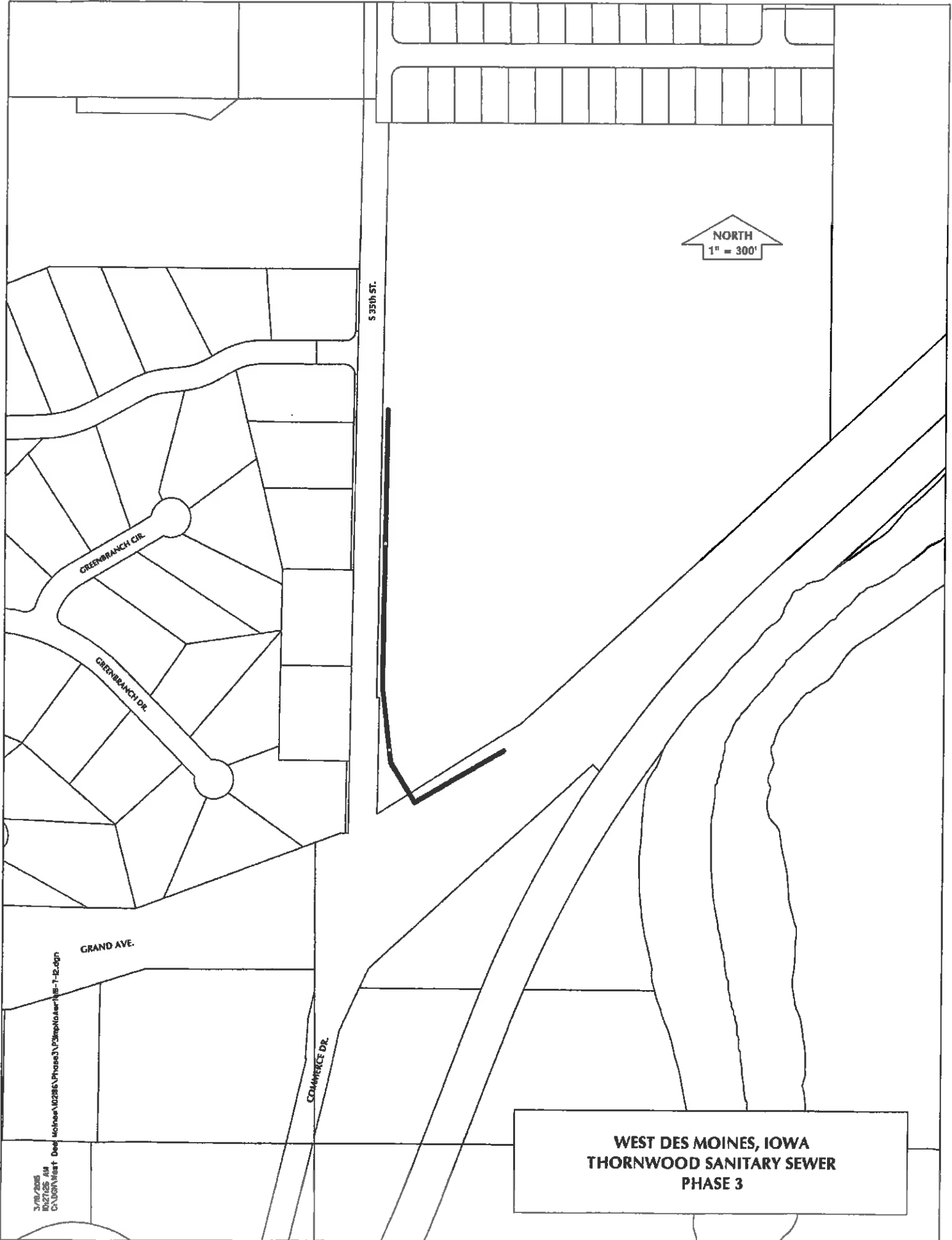
1. Construct the Thornwood Area Sanitary Sewer Phase 3 - Gravity for the following unit and lump sum prices:		Neuwirth Construction, Inc. 7386 County Road P35 Blair, Nebraska 68008		Raccoon Valley Constructors 520 SE Prairie Park Lane Waukee, Iowa 50263		H&W Contracting, LLC 3416 W Howland Sioux Falls, South Dakota 57107	
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1.1	Sanitary Sewer in Place - 8"	LF	1,437	64.00 \$	91,968.00 \$	83.00 \$	119,271.00 \$
1.2	Manhole Type SW-301-48" Dia	Ea.	7	5,200.00	36,400.00	4,000.00	28,000.00
1.3	Connect to Existing Manhole Sta. 10+00	LS	1	1,900.00	1,900.00	6,000.00	6,000.00
1.4	Video Inspection	LF	1,437	2.70	3,879.90	3.00	4,311.00
1.5	Stabilizing Material	TON	20	48.00	960.00	35.00	700.00
1.6	Erosion Control	LS	1	4,500.00	4,500.00	4,000.00	4,000.00
1.7	Seeding	Acre	1	3,700.00	3,700.00	3,250.00	3,250.00
1.8	Construction Staking	LS	1	2,962.00	2,962.00	2,700.00	2,700.00
1.9	Traffic Control	LS	1	2,775.00	2,775.00	2,300.00	2,300.00
TOTAL BID					\$149,044.90		\$160,445.00
							\$194,961.00



I hereby certify that this is a true tabulation of bids received on April 1, 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



S 35th ST.

GREENBRANCH CIR.

GREENBRANCH DR.

GRAND AVE.

COMMERCE DR.

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

7/10/2005
DW/CSM
C:\USN\lert Des Moines\0286\Phase3\286\lert-7-12.dgn

CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

ITEM:

DATE: April 6, 2015

- Public Hearing (5:35 p.m.)
- 2015 Sewer Cleaning and Televising Program

FINANCIAL IMPACT:

The Engineering Estimate of construction cost was estimated to be \$99,900.30 for the 2015 Sewer Cleaning and Televising Program. There were four (4) bids submitted with the low bid of \$81,536.96 being submitted by Sewer Services, Inc. Payment will be paid from budgeted account no. 5097.80.820.6.7910 with the ultimate funding intended to come from Sewer Fee Revenues.

BACKGROUND:

This Public Hearing is on the matter of adoption of Plans, Specifications, Form of Contract and Estimate of Cost for the 2015 Sewer Cleaning and Televising program. Upon completion of the Public Hearing, a Resolution should be passed adopting the Plans and Specifications, Form of Contract, Estimate of Cost, and Awarding the Contract to Sewer Services, Inc., of Belle Plaine, Minnesota.

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

OUTSTANDING ISSUES:

Sewer Services, Inc. had an irregularity in their bid in that they did not submit their Proposal and Bid Security in separate sealed envelopes as specified. There were no other irregularities noted and staff recommends waiving the irregularity and awarding the contract to Sewer Services, Inc.

RECOMMENDATION:

City Council Adopt:

- Resolution adopting Plans, Specifications, Form of Contract, and Estimate of Costs;
- Motion receiving and filing Report of Bids;
- Resolution waiving the irregularity of the bid and awarding the construction contract to Sewer Services, Inc.

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

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

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

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Works		
Date Reviewed	March 30, 2015		
Recommendation	Yes	No	Split

RESOLUTION

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

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

**2015 Sewer Cleaning and Televising Program
Project No. 0510-012-2015**

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 6th day of April, 2015.

ATTEST:

Steven K. Gaer, Mayor

Ryan T. Jacobson, City Clerk

RESOLUTION

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

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

**2015 Sewer Cleaning and Televising Program
Project No. 0510-012-2015**

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 Sewer Services, Inc. in the amount of \$81,536.96 is the lowest responsive, responsible bid received for said public improvement,

WHEREAS, the bid of Sewer Services, Inc. was irregular in that the proposal and bid security were not in separate envelopes as specified,

therefore;

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA, that the irregularity in the bid of Sewer Services, Inc. had no substantial impact in the bidding process.

BE IT FURTHER RESOLVED that the Council hereby waives said irregularity of the bid of Sewer Services, Inc.

BE IT FURTHER RESOLVED that a contract for the 2015 Sewer Cleaning and Televising Program, is hereby awarded to Sewer Services, Inc., in the amount of \$81,536.96, 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 City Clerk and after the contractor is given a written notice to proceed by the City Engineer.

PASSED AND ADOPTED this 6th day of **April, 2015**.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk



City of
West Des Moines

BID TABULATION - Page 1 of 2
2015 SEWER CLEANING AND TELEVISION PROGRAM
Project No. 0510-012-2015

Description	Engineer's Estimate			Bidder No. 1: Sewer Services, Inc. 25648 200th Street Belle Plaine, MN 56011			Bidder No. 2: Visu-Sewer, Inc. W230 N4855 Beltek Drive Pewaukee, WI 53072			Bidder No. 3: Accoutet, LLC 12155 J Avenue Perry, IA 50220		
	Unit	Estimated Quantity	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1.1 Mobilization	LS	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$4,600.00	\$4,600.00	\$0.00	\$0.00	\$0.00	\$0.00
1.2 Type A Cleaning - 8" Sanitary Sewer	LF	34,328	\$0.80	\$27,462.40	\$0.85	\$29,125.80	\$0.87	\$29,865.36	\$0.87	\$29,865.36	\$0.87	\$29,865.36
1.3 Type A Cleaning - 10" Sanitary Sewer	LF	2,661	\$0.85	\$2,261.85	\$1.25	\$3,326.25	\$0.87	\$2,315.07	\$0.87	\$2,315.07	\$0.87	\$2,315.07
1.4 Type A Cleaning - 12" Sanitary Sewer	LF	6,047	\$0.90	\$5,442.30	\$1.25	\$7,558.75	\$0.90	\$5,442.30	\$1.03	\$6,228.41	\$1.03	\$6,228.41
1.5 Type A Cleaning - 15"/16" Sanitary Sewer	LF	8,028	\$0.95	\$7,626.60	\$1.25	\$10,035.00	\$0.90	\$7,225.20	\$1.03	\$8,268.84	\$1.03	\$8,268.84
1.6 Type A Cleaning - 18" Sanitary Sewer	LF	282	\$1.00	\$282.00	\$1.25	\$352.50	\$1.00	\$282.00	\$1.03	\$289.46	\$1.03	\$290.46
1.7 Type C Root Removal - 8" to 10" Sanitary Sewer	LF	2,000	\$1.50	\$3,000.00	\$0.75	\$1,500.00	\$0.25	\$500.00	\$0.25	\$500.00	\$0.25	\$500.00
1.8 Type C Root Removal - 12" to 16" Sanitary Sewer	LF	1,000	\$2.00	\$2,000.00	\$0.75	\$750.00	\$0.25	\$250.00	\$0.25	\$250.00	\$0.25	\$250.00
1.9 Type C Root Removal - 18" Sanitary Sewer	LF	500	\$2.50	\$1,250.00	\$0.75	\$375.00	\$0.25	\$75.00	\$0.25	\$75.00	\$0.25	\$75.00
1.10 Televising - 8" Sanitary Sewer	LF	34,328	\$0.80	\$27,462.40	\$0.14	\$4,805.92	\$0.95	\$32,611.60	\$0.78	\$26,775.84	\$0.78	\$26,775.84
1.11 Televising - 10" Sanitary Sewer	LF	2,661	\$0.85	\$2,261.85	\$0.14	\$372.54	\$0.95	\$2,527.95	\$0.78	\$2,075.58	\$0.78	\$2,075.58
1.12 Televising - 12" Sanitary Sewer	LF	6,047	\$0.90	\$5,442.30	\$0.20	\$1,209.40	\$0.95	\$5,744.65	\$0.98	\$5,926.06	\$0.98	\$5,926.06
1.13 Televising - 15"/16" Sanitary Sewer	LF	8,028	\$0.95	\$7,626.60	\$0.25	\$2,007.00	\$0.95	\$7,626.60	\$0.98	\$7,867.44	\$0.98	\$7,867.44
1.14 Televising - 18" Sanitary Sewer	LF	282	\$1.00	\$282.00	\$0.30	\$84.60	\$0.95	\$267.90	\$0.98	\$276.36	\$0.98	\$276.36
1.15 Cut Protruding Taps	EA	5	\$500.00	\$2,500.00	\$250.00	\$1,250.00	\$500.00	\$2,500.00	\$200.00	\$2,000.00	\$200.00	\$2,000.00
TOTAL BID (ITEMS 1.1 - 1.15)				\$99,900.30		\$81,536.96 *		\$85,451.30		\$91,764.42		\$91,764.42

NOTE:

1. Sewer Services, Inc. had an irregularity in their bid in that they did not submit their Proposal and Bid Security in separate sealed envelopes as specified.



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.

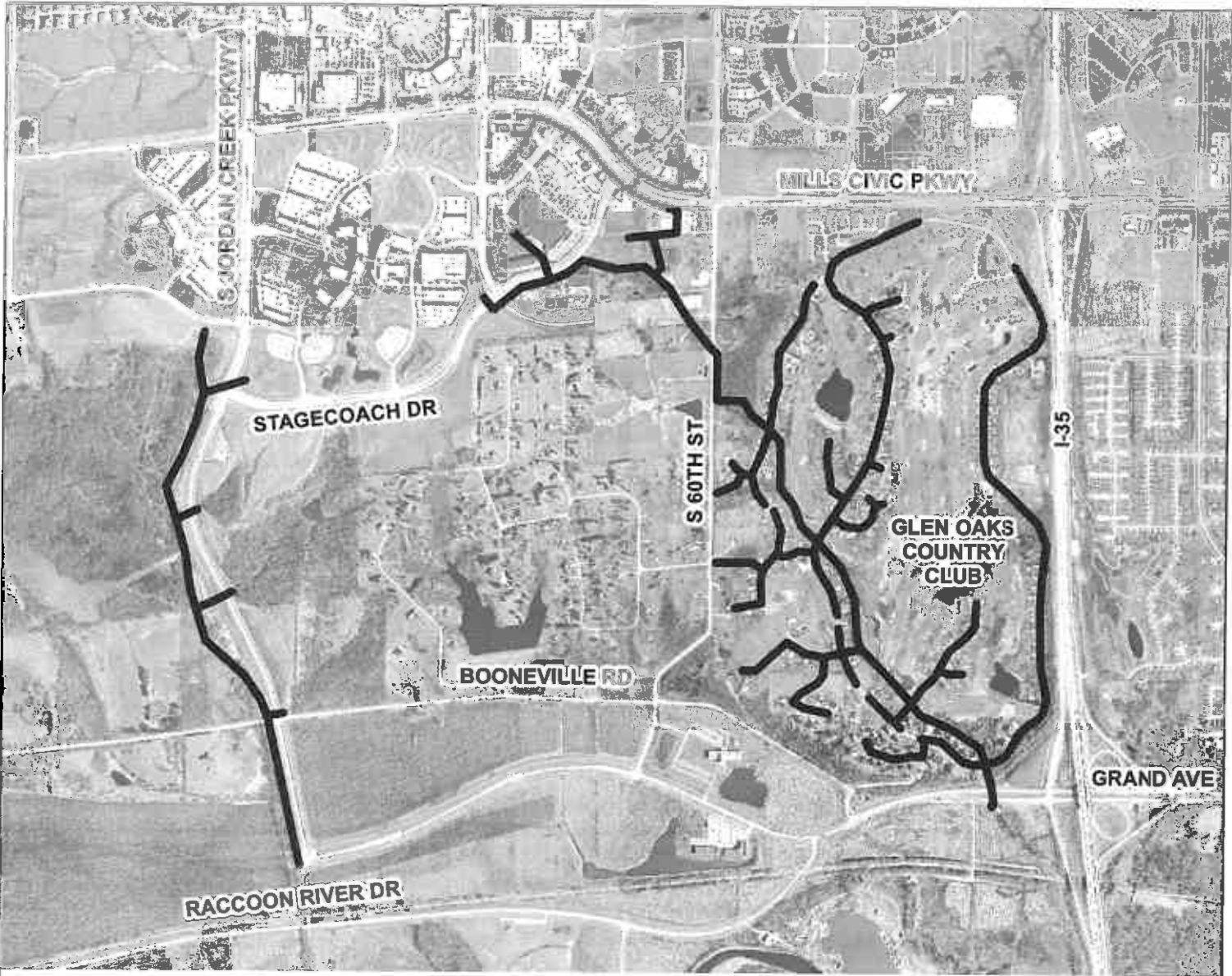
Jason M. Schlickbernd 4/2/15
Date
Jason M. Schlickbernd, P.E.
My License Renewal Date is December 31, 2016



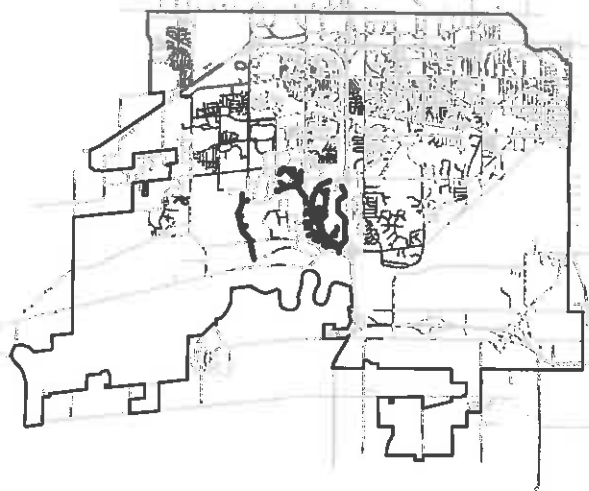
West Des Moines

BID TABULATION - Page 2 of 2
2015 SEWER CLEANING AND TELEVISION PROGRAM
Project No. 0510-012-2015

Description	Engineer's Estimate			Bidder No. 4: Hydro-Klean, LLC 333 NW 49th Place Des Moines, IA 50313			Bidder No. 5:			Bidder No. 6:			
	Unit	Estimated Quantity	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1.1 Mobilization	LS	1	\$5,000.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
1.2 Type A Cleaning - 8" Sanitary Sewer	LF	34,328	\$27,462.40		\$2.02		\$69,342.56		\$0.00		\$0.00		\$0.00
1.3 Type A Cleaning - 10" Sanitary Sewer	LF	2,661	\$2,261.85		\$2.02		\$5,375.22		\$0.00		\$0.00		\$0.00
1.4 Type A Cleaning - 12" Sanitary Sewer	LF	6,047	\$5,442.30		\$2.02		\$12,214.94		\$0.00		\$0.00		\$0.00
1.5 Type A Cleaning - 15"/16" Sanitary Sewer	LF	8,028	\$7,626.60		\$2.24		\$17,982.72		\$0.00		\$0.00		\$0.00
1.6 Type A Cleaning - 18" Sanitary Sewer	LF	282	\$282.00		\$2.24		\$631.68		\$0.00		\$0.00		\$0.00
1.7 Type C Root Removal - 8" to 10" Sanitary Sewer	LF	2,000	\$3,000.00		\$0.59		\$1,180.00		\$0.00		\$0.00		\$0.00
1.8 Type C Root Removal - 12" to 16" Sanitary Sewer	LF	1,000	\$2,000.00		\$0.59		\$590.00		\$0.00		\$0.00		\$0.00
1.9 Type C Root Removal - 18" Sanitary Sewer	LF	500	\$1,250.00		\$0.59		\$295.00		\$0.00		\$0.00		\$0.00
1.10 Televising - 8" Sanitary Sewer	LF	34,328	\$27,462.40		\$0.89		\$30,551.92		\$0.00		\$0.00		\$0.00
1.11 Televising - 10" Sanitary Sewer	LF	2,661	\$2,261.85		\$0.89		\$2,368.29		\$0.00		\$0.00		\$0.00
1.12 Televising - 12" Sanitary Sewer	LF	6,047	\$5,442.30		\$0.89		\$5,381.83		\$0.00		\$0.00		\$0.00
1.13 Televising - 15"/16" Sanitary Sewer	LF	8,028	\$7,626.60		\$0.89		\$7,144.92		\$0.00		\$0.00		\$0.00
1.14 Televising - 18" Sanitary Sewer	LF	282	\$282.00		\$0.89		\$250.98		\$0.00		\$0.00		\$0.00
1.15 Cut Protruding Taps	EA	5	\$2,500.00		\$250.00		\$1,250.00		\$0.00		\$0.00		\$0.00
TOTAL BID (ITEMS 1.1 - 1.15)			\$99,900.30				\$154,560.06				\$0.00		\$0.00

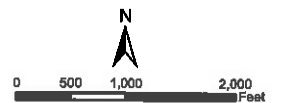


VICINITY MAP



LEGEND

————— SEWERS TO BE
CLEANED & TELEVISIED



**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 & TELEVISING 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**

DATE: April 6, 2015

ITEM: Maple Grove West Plat 6, 1655 98th Street – Subdivide property into 48 lots for medium density residential development and one outlot for common ground – Rock Equity Holdings LLC – PP-002625/SP-002626-2015

RESOLUTION: Approval of a Preliminary Plat and Site Plan

FINANCIAL IMPACT: Undetermined.

BACKGROUND: Rock Equity Holdings, LLC, requests approval for a preliminary plat to create 48 postage stamp lots and a site plan for the construction of 48 townhomes units on property located at 1655 98th Street (see Exhibit I, Attachment B – Location Map, Attachment C – Preliminary Plat/Site Plan, Attachment D – Elevations).

Plan and Zoning Commission Action:

Vote: 7-0 approval

Date: March 30, 2015

Motion: Adopt a resolution recommending the City Council approve the Preliminary Plat and Site Plan

OUTSTANDING ISSUES: There are no outstanding issues. The applicant is in agreement with the recommended conditions of approval.

The following items of interest are noted in the attached Plan and Zoning Commission report (see Exhibit I):

- Applicant’s Request
- History
- City Council Subcommittee – Development and Planning (*January 29, 2015*)
- Staff Review and Comments
- Comprehensive Plan Consistency
- Findings
- Staff Recommendation and Conditions of Approval
- Owner/Applicant/Applicant Representative Information

RECOMMENDATION: Based upon the preceding review and a finding of consistency with the goals and policies of the Comprehensive Plan, the Plan and Zoning Commission recommends the City Council adopt a resolution to approve the Preliminary Plat to subdivide the property into 48 postage stamp lots for townhome development and one (1) lot for common ground, and to approve the Site Plan for the construction of 48 townhomes, subject to the applicant meeting all City Code requirements and the following:

1. The applicant providing final drawings and building elevations which address remaining staff comments prior to obtaining building permits.

Lead Staff Member: Kara Tragesser, AICP 

STAFF REVIEWS

Department Director	
Appropriations/Finance	
Legal	
Agenda Acceptance	

PUBLICATION(S) (if applicable)

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

SUBCOMMITTEE REVIEW (if applicable)

Committee	Development & Planning Subcommittee		
Date Reviewed	July 31, 2014		
Recommendation	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Split <input type="checkbox"/>

ATTACHMENTS:

- Exhibit I - Plan and Zoning Commission Communication
 - Attachment A - Plan and Zoning Commission Resolution
 - Attachment B - Location Map
 - Attachment C - Preliminary Plat/Site Plan
 - Attachment D - Elevations
- Exhibit II - City Council Resolution

CITY OF WEST DES MOINES
PLAN AND ZONING COMMISSION COMMUNICATION

Meeting Date: March 30, 2015

Item: Maple Grove West Plat 6, 1655 98th Street – Subdivide property into 48 lots for medium density residential development and one outlot for common ground – Rock Equity Holdings LLC – PP-002625/SP-002626-2015

Requested Action: Approval of Preliminary Plat and Site Plan

Case Advisor: Kara Tragesser, AICP



Applicant's Request: Rock Equity Holdings, LLC, requests approval for a preliminary plat and site plan for the construction of 48 townhomes units on property located at 1655 98th Street (see Attachment B – Location Map, Attachment C – Preliminary Plat/Site Plan, Attachment D – Elevations).

History: This property is located in the Maple Grove West Planned Unit Development and the underlying zoning is Residential Medium Density (RM-12). The property is undeveloped. It is bordered on the west by the recently reconstructed 98th Street, on the north by the access drive to the West Des Moines Water Works water tower and the railroad, on the east by a West Des Moines Water Works water tower, and on the south the developing single family lots of Maple Grove West Plat 4 approved in 2014. On March 9, 2015, an amendment to the Maple Grove West Planned Unit Development was approved to modify requirements for setbacks, buffers and architecture for this development parcel.

City Council Subcommittee: This item was presented to the Development and Planning City Council Subcommittee on January 29, 2015; the Subcommittee was supportive of the development.

Staff Review and Comment: This request was distributed to other City departments and other agencies for their review and comment. There are no outstanding issues.

Comprehensive Plan Consistency: The project has been reviewed for consistency with the Comprehensive Plan. Based upon that review, a finding has been made that the proposed project is consistent with the Comprehensive Plan in that the project is consistent with all of the goals and policies of the Comprehensive Plan and the land use map of the Comprehensive Plan.

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 Preliminary Plat and the Site Plan to create 48 lots for townhome development and one outlet for common ground at 1655 98th Street, subject to the applicant meeting all City Code requirements and the following:

1. The applicant providing final drawings and building elevations which address remaining staff comments prior to obtaining building permits.
2. That the Plan & Zoning Commission authorize grading of the site to begin prior to the approved preliminary plat/site plan if the applicant accepts the risk that the final plans may change based upon staff comments from what is shown in the staff report.

Owner Rock Equity Holdings, LLC
 720 S. 68th Street
 West Des Moines IA 50266
 151-650-0530
 James Lindgren
 james@caliberiowa.com

Applicant: Same

Applicant Rep: Same

ATTACHMENTS:

Attachment A	-	Plan and Zoning Commission Resolution
Attachment B	-	Location Map
Attachment C	-	Preliminary Plat/Site Plan
Attachment D	-	Building Elevations

RESOLUTION NO. PZC-15-015

A RESOLUTION OF THE PLAN AND ZONING COMMISSION OF THE CITY OF WEST DES MOINES, RECOMMENDING TO THE CITY COUNCIL THAT IT APPROVE A PRELIMINARY PLAT AND SITE PLAN TO CREATE 48 TOWNHOMES LOTS AND ONE OUTLOT FOR COMMON GROUND AND TO CONSTRUCT 48 TOWNHOMES

WHEREAS, pursuant to the provisions of Title 10, Chapter 1 et seq, of the West Des Moines Municipal Code, the applicant, Rock Equity Holdings, has requested approval for a Preliminary Plat (PP-002625-2015) to create 48 lots and one outlot and a Site Plan (SP-002626-2014) to construct 48 townhome units;

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 30, 2015, this Commission held a duly-noticed public meeting to consider the applications for a Preliminary Plat and for a Site Plan;

NOW, THEREFORE, THE PLAN AND ZONING COMMISSION OF THE CITY OF WEST DES MOINES DOES RESOLVE AS FOLLOWS:

SECTION 1. The findings, for approval, in the staff report or as amended orally at the Plan and Zoning Commission meeting are adopted.

SECTION 2. The Preliminary Plat to create 48 lots and one outlot and the Site Plan for the construction of 48 townhomes are 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 permits, as well as any other remedy which is available to the City.

PASSED AND ADOPTED on March 30, 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 30, 2015, by the following vote:

AYES: Andersen, Brown, Cownie, Crowley, Costa, Erickson, Hatfield
NAYS: -0-
ABSTENTIONS: -0-
ABSENT: -0-

ATTEST:


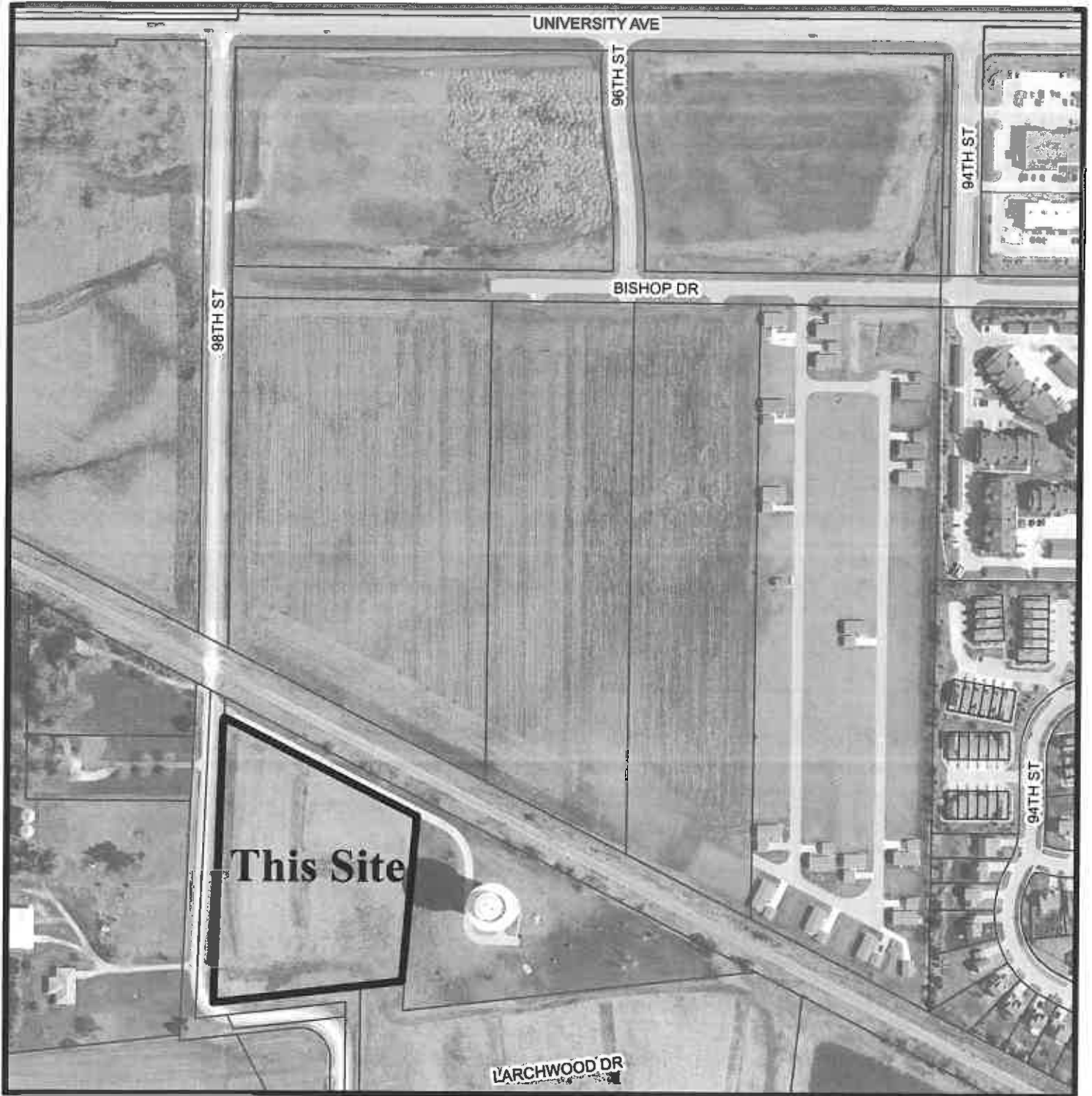

Recording Secretary

Exhibit A
CONDITIONS OF APPROVAL

1. The applicant providing final drawings and building elevations which address remaining staff comments prior to obtaining building permits.
2. That the Plan & Zoning Commission authorize grading of the site to begin prior to the approved preliminary plat/site plan if the applicant accepts the risk that the final plans may change based upon staff comments from what is shown in the staff report.

General Location Map Maple Grove West Plat 6 South of UP Railroad East of 98th Street



PRELIMINARY PLAT/SITE PLAN

FOR

MAPLE GROVE WEST PLAT 6

TOWNHOME RESIDENTIAL DEVELOPMENT

CITY OF WEST DES MOINES, IOWA



VICINITY MAP

1"=500'

OWNER/DEVELOPER
ROCK COUNTY HOMES LLC
720 N. BRIM ST. SUITE 200
DES MOINES, IA 50319
CONTACT: JAMES LANGRISH

INDEX OF SHEETS

1. TITLE SHEET
2. PROJECT INFORMATION
3. DIMENSION PLAN
4. UTILITY PLAN
5. GRADING AND EROSION CONTROL PLAN
6. LANDSCAPE PLAN

I hereby certify that the above plat was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer in the State of Iowa.

Eric D. Gordon, P.E. DATE
11000 Grand Oaks Dr. 11/26/2014
Des Moines, IA 50319
Professional Engineer License No. 11000
Expires 12/31/15

Project No. 114.0996		Sheet 1 of 6	
Engineer: JWM	Checked By: EDC	Scale: 1"=60'	Plate No. 02-26-15
Title: MAPLE GROVE WEST PLAT 6			
Project Name: WEST DES MOINES, IA			
2777 S.W. RYNDER BLVD. ANKENY, IOWA 50023 515-984-2020 www.rynder-associates.com			
RYNDER & ASSOCIATES, INC.			

ATTACHMENT C

Project No. 114.01
Sheet 1 of 6

POLLUTION PREVENTION NOTES

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLIANCE WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL REGULATIONS AND ORDINANCES. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS FROM THE APPROPRIATE AGENCIES PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR SHALL MAINTAIN ALL PERMITS CURRENT AND IN COMPLIANCE WITH ALL APPLICABLE REGULATIONS AND ORDINANCES THROUGHOUT THE CONSTRUCTION PERIOD.
2. THE CONTRACTOR SHALL MAINTAIN ALL PERMITS CURRENT AND IN COMPLIANCE WITH ALL APPLICABLE REGULATIONS AND ORDINANCES THROUGHOUT THE CONSTRUCTION PERIOD. THE CONTRACTOR SHALL MAINTAIN ALL PERMITS CURRENT AND IN COMPLIANCE WITH ALL APPLICABLE REGULATIONS AND ORDINANCES THROUGHOUT THE CONSTRUCTION PERIOD.

POLLUTION PREVENTION PLAN

1. THE STORM WATER POLLUTION PREVENTION PLAN (SWPPP) IS A SEPARATE DOCUMENT THAT IS REQUIRED FOR ALL CONSTRUCTION PROJECTS THAT DISTURB ONE OR MORE ACRES OF LAND. THE SWPPP MUST BE SUBMITTED TO THE APPROPRIATE AGENCIES FOR REVIEW AND APPROVAL PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR SHALL MAINTAIN THE SWPPP CURRENT AND IN COMPLIANCE WITH ALL APPLICABLE REGULATIONS AND ORDINANCES THROUGHOUT THE CONSTRUCTION PERIOD.
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GENERAL NOTES

- A. WITH UTILITY PROVIDERS AS NECESSARY PRIOR TO BEGINNING ANY CONSTRUCTION ACTIVITIES, THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL MAINTAIN ALL PERMITS CURRENT AND IN COMPLIANCE WITH ALL APPLICABLE REGULATIONS AND ORDINANCES THROUGHOUT THE CONSTRUCTION PERIOD.
- B. CONSTRUCTION OF ALL STREET AND UTILITY IMPROVEMENTS SHALL CONFORM TO THE WEST DES MOINES STANDARDS AND THE SUELS REPORTS PREPARED BY OTHERS.
- C. LENGTH OF UTILITIES SHOWN ON PLANS ARE DIMENSIONED FROM CENTERLINE OF STRUCTURE TO CENTERLINE OF STRUCTURE.
- D. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE APPROPRIATE AGENCIES PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR SHALL MAINTAIN ALL PERMITS CURRENT AND IN COMPLIANCE WITH ALL APPLICABLE REGULATIONS AND ORDINANCES THROUGHOUT THE CONSTRUCTION PERIOD.
- E. PUBLIC WORKS AT LEAST 48 HOURS PRIOR TO BEGINNING WORK IN ANY CITY OF WEST DES MOINES.
- F. CONSTRUCT MANHOLES AND APPURTENANCES AS WORK PROGRESSES. BACKFILL WITH SUFFICIENT MATERIAL AND COMPACT TO 95% MAXIMUM DENSITY.
- G. IN THE EVENT OF A DISCREPANCY BETWEEN THE QUANTITY ESTIMATES AND THE DETAIL DRAWINGS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE APPROPRIATE AGENCIES PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR SHALL MAINTAIN ALL PERMITS CURRENT AND IN COMPLIANCE WITH ALL APPLICABLE REGULATIONS AND ORDINANCES THROUGHOUT THE CONSTRUCTION PERIOD.
- H. ACCURACY ON THE AS-BUILT DOCUMENTATION SHALL BE MAINTAINED AND NOTED.
- I. DIMENSIONS, BUILDING, LOCATION, UTILITIES, AND GRADING OF THE SITE ARE BASED ON THE AS-BUILT DOCUMENTATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE APPROPRIATE AGENCIES PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR SHALL MAINTAIN ALL PERMITS CURRENT AND IN COMPLIANCE WITH ALL APPLICABLE REGULATIONS AND ORDINANCES THROUGHOUT THE CONSTRUCTION PERIOD.
- J. DIMENSIONS TO TOP OF FINISHED GRADE SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION.
- K. CONTRACTOR TO STOP AND REEVALUATE ALL MATERIALS CONSIDERED TO BE UNSUBSERVABLE TO BE REWORKED TO MAINTAIN 4" DEPTH TO FINISH GRADE.
- L. ALL PROPOSED CONDUITS AND SPOT ELEVATIONS SHOWN ARE FINISHED GRADES AND/OR TOP OF FINISH SLAB GUTTER UNLESS OTHERWISE NOTED.
- M. THE CONTRACTOR IS RESPONSIBLE FOR CLEANING DIRT AND DEBRIS FROM NEIGHBORING STREETS, ALLEYS, AND DRIVEWAYS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE APPROPRIATE AGENCIES PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR SHALL MAINTAIN ALL PERMITS CURRENT AND IN COMPLIANCE WITH ALL APPLICABLE REGULATIONS AND ORDINANCES THROUGHOUT THE CONSTRUCTION PERIOD.
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PERVIOUS AREA

- 49,247 SF TOTAL PERVIOUS AREA (14% OF SITE)
 2,800 SF PERVIOUS AREA (7% OF SITE)
 46,447 SF TOTAL PERVIOUS AREA (11% OF SITE)

PARKING REQUIREMENTS

- 1855 BIRTH STREET
 40,000 SF TOTAL PERVIOUS AREA (10% OF SITE)
 2,800 SF PERVIOUS AREA (7% OF SITE)
 37,200 SF TOTAL PERVIOUS AREA (9% OF SITE)

COMPREHENSIVE LAND USE PLAN

- RESIDENTIAL
 1855 BIRTH STREET
 40,000 SF TOTAL PERVIOUS AREA (10% OF SITE)
 2,800 SF PERVIOUS AREA (7% OF SITE)
 37,200 SF TOTAL PERVIOUS AREA (9% OF SITE)

CITY OF WEST DES MOINES CONTROL POINT

- 1855 BIRTH STREET
 40,000 SF TOTAL PERVIOUS AREA (10% OF SITE)
 2,800 SF PERVIOUS AREA (7% OF SITE)
 37,200 SF TOTAL PERVIOUS AREA (9% OF SITE)

SITE CONTROL POINTS

- 1855 BIRTH STREET
 40,000 SF TOTAL PERVIOUS AREA (10% OF SITE)
 2,800 SF PERVIOUS AREA (7% OF SITE)
 37,200 SF TOTAL PERVIOUS AREA (9% OF SITE)

UTILITY CONTACT INFORMATION

- WEST DES MOINES WATER WORKS
 202-262-5252
 www.wdmwater.com
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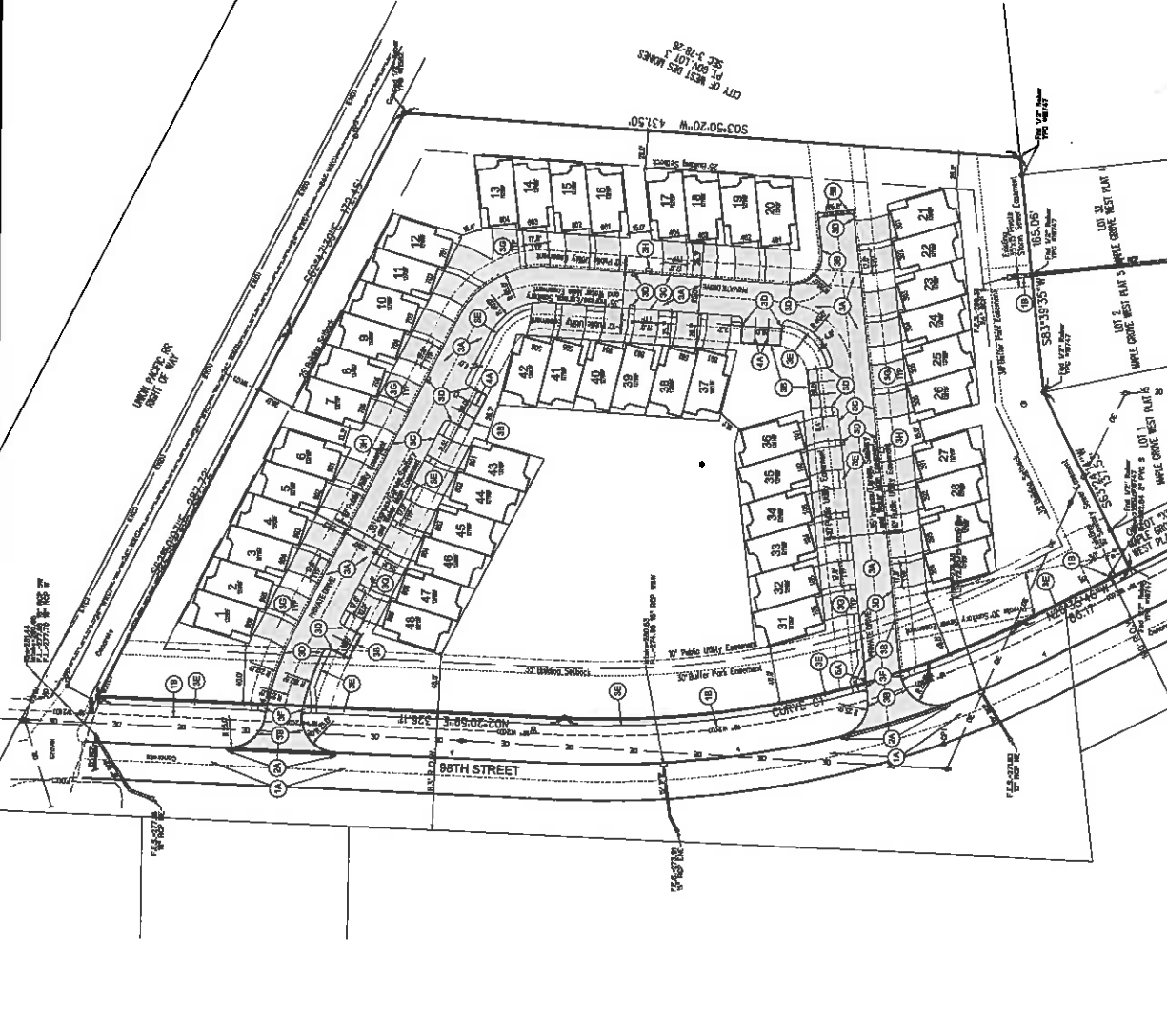
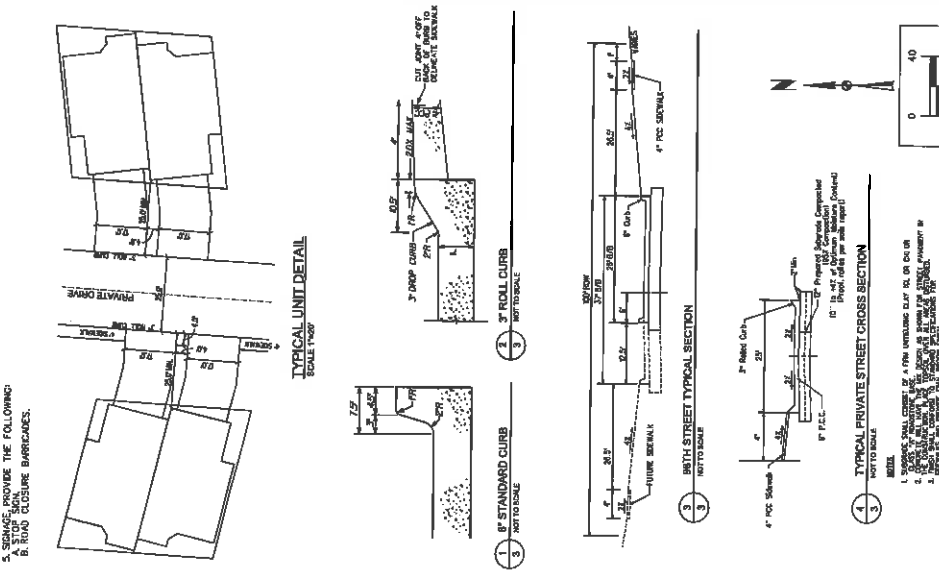
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DATE	BY	REVISION
11/15/11	JVM	REVISED AS PER CITY COMMENTS
02-26-15	EJC	ADDED
02-26-15	JVM	ADDED

DIMENSION PLAN CONSTRUCTION NOTES

- EXISTING FEATURES, UTILITIES, AND ADJACENT PROPERTIES TO BE PROTECTED. ANY DAMAGE TO EXISTING UTILITIES, OR ADJACENT PROPERTIES, SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE WITH THE WORK BEING PERFORMED TO THE UTILITY OWNERS' SPECIFICATIONS.
- DEMOLITION REMOVE AND DISPOSE OF THE FOLLOWING:
 A. EXISTING DRIVEWAYS
 B. EXISTING DRIVE CURBS
 C. EXISTING DRIVE SIDEWALKS
 D. EXISTING DRIVE CURBS
 E. EXISTING DRIVE SIDEWALKS
 F. EXISTING DRIVE SIDEWALKS
 G. EXISTING DRIVE SIDEWALKS
 H. EXISTING DRIVE SIDEWALKS
- PAVEMENTS SHALL BE THE FOLLOWING:
 A. 4" DEPTH FPC PAVEMENT ON 12" DEPTH PREPARED SUBGRADE COMPACTED TO 95% STANDARD PROCTOR
 B. 4" DEPTH FPC PAVEMENT ON 12" DEPTH PREPARED SUBGRADE COMPACTED TO 95% STANDARD PROCTOR
 C. 4" DEPTH FPC PAVEMENT ON 12" DEPTH PREPARED SUBGRADE COMPACTED TO 95% STANDARD PROCTOR
 D. 4" DEPTH FPC PAVEMENT ON 12" DEPTH PREPARED SUBGRADE COMPACTED TO 95% STANDARD PROCTOR
 E. 4" DEPTH FPC PAVEMENT ON 12" DEPTH PREPARED SUBGRADE COMPACTED TO 95% STANDARD PROCTOR
 F. 4" DEPTH FPC PAVEMENT ON 12" DEPTH PREPARED SUBGRADE COMPACTED TO 95% STANDARD PROCTOR
 G. 4" DEPTH FPC PAVEMENT ON 12" DEPTH PREPARED SUBGRADE COMPACTED TO 95% STANDARD PROCTOR
 H. 4" DEPTH FPC PAVEMENT ON 12" DEPTH PREPARED SUBGRADE COMPACTED TO 95% STANDARD PROCTOR
- CLUSTER MAIL BOX PAD AS PER USPS SPECIFICATIONS AND REQUIREMENTS.
- MAINTENANCE DRIVE SHALL BE THE FOLLOWING:
 A. 4" DEPTH FPC PAVEMENT ON 12" DEPTH PREPARED SUBGRADE COMPACTED TO 95% STANDARD PROCTOR
 B. 4" DEPTH FPC PAVEMENT ON 12" DEPTH PREPARED SUBGRADE COMPACTED TO 95% STANDARD PROCTOR
 C. 4" DEPTH FPC PAVEMENT ON 12" DEPTH PREPARED SUBGRADE COMPACTED TO 95% STANDARD PROCTOR
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 H. 4" DEPTH FPC PAVEMENT ON 12" DEPTH PREPARED SUBGRADE COMPACTED TO 95% STANDARD PROCTOR
- SEWERAGE PROVIDE THE FOLLOWING:
 A. 18" DIA. 4000 PSI CONCRETE PIPE
 B. 18" DIA. 4000 PSI CONCRETE PIPE
 C. 18" DIA. 4000 PSI CONCRETE PIPE
 D. 18" DIA. 4000 PSI CONCRETE PIPE
 E. 18" DIA. 4000 PSI CONCRETE PIPE
 F. 18" DIA. 4000 PSI CONCRETE PIPE
 G. 18" DIA. 4000 PSI CONCRETE PIPE
 H. 18" DIA. 4000 PSI CONCRETE PIPE
- ROAD CLOSURE BARRICADES.



GRADING PLAN NOTES

A. UTILITY WARNING: THE UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND/ OR EXISTING RECORD DRAWINGS. THE UTILITY LOCATIONS SHOWN ARE NOT WARRANTED BY THE ENGINEER. THE UTILITY LOCATIONS SHOWN ARE NOT WARRANTED THAT THE UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED.

B. EXISTING UTILITIES: EXISTING UTILITIES SHALL BE PROTECTED AND MAINTAINED. ANY DAMAGE THAT OCCURS SHALL BE REPAIRED BY THE CONTRACTOR TO THE ORIGINAL SPECIFICATIONS WITHOUT ADDITIONAL COMPENSATION.

C. PRIOR TO GRADING, THE OWNER/ CONTRACTOR SHALL OBTAIN A GRADING PERMIT.

D. PRIVATE STORM SEWER SHALL BE INSTALLED UNDER A PLUMBING PERMIT.

E. GRADES SHOWN ARE FINISHED GRADE AND/OR TOP OF PAVING SLAB CENTERLINE UNLESS OTHERWISE NOTED.

F. ALL STORM SEWER PIPE LENGTHS ARE MEASURED FROM CENTER OF STRUCTURE TO CENTER OF STRUCTURE AND INCLUDE FLARED END SECTION.

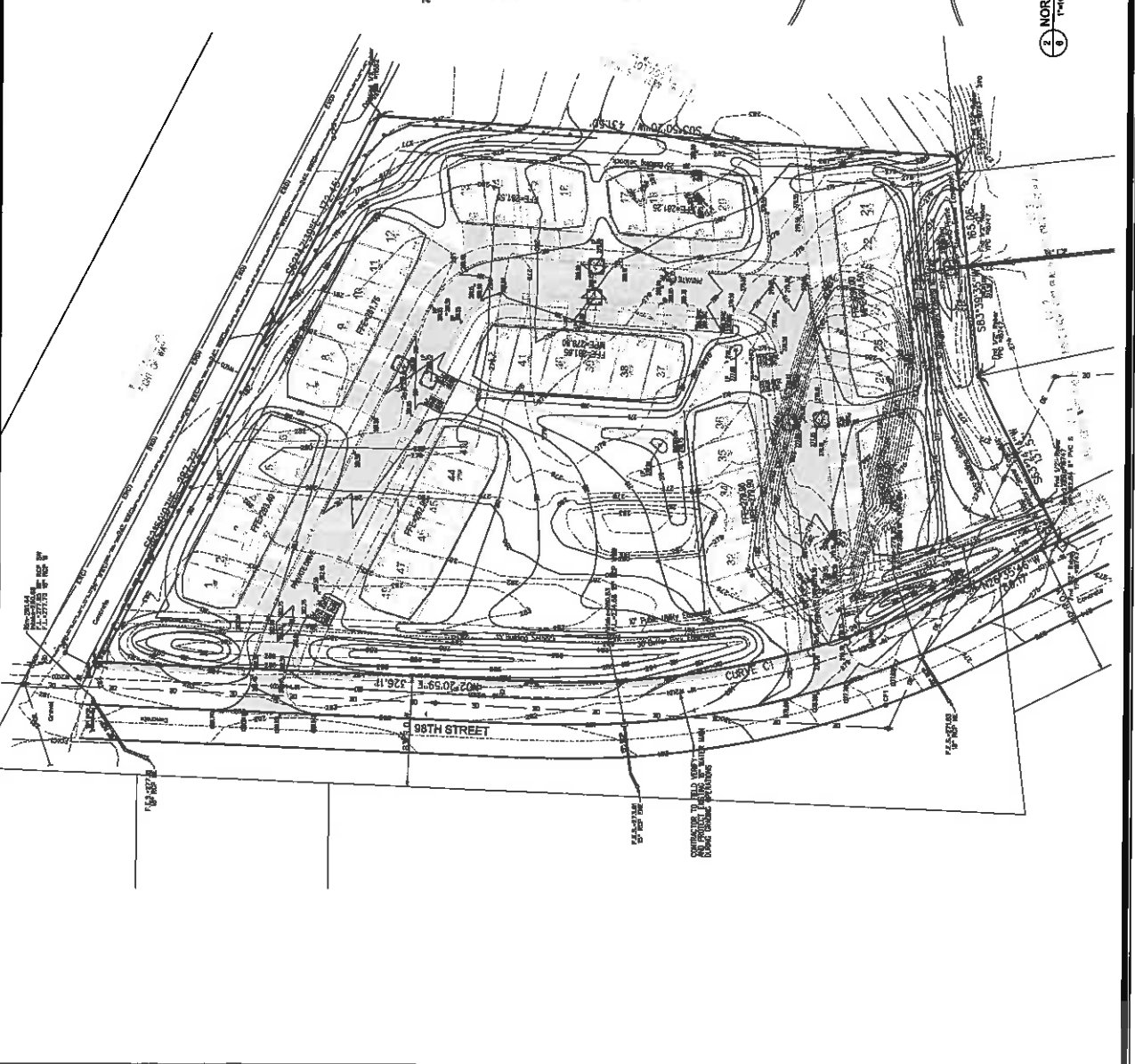
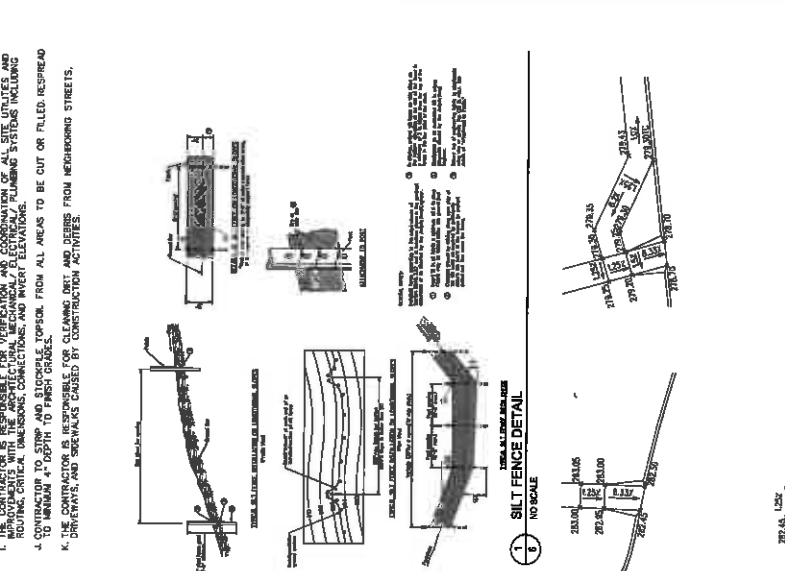
G. CONCRETE ALLEYS SHALL BE FINISHED WITH A 4" MINIMUM THICKNESS OF 1500 PSI CONCRETE. ALLEYS SHALL BE FINISHED WITH A 4" MINIMUM THICKNESS OF 1500 PSI CONCRETE. ALLEYS SHALL BE FINISHED WITH A 4" MINIMUM THICKNESS OF 1500 PSI CONCRETE.

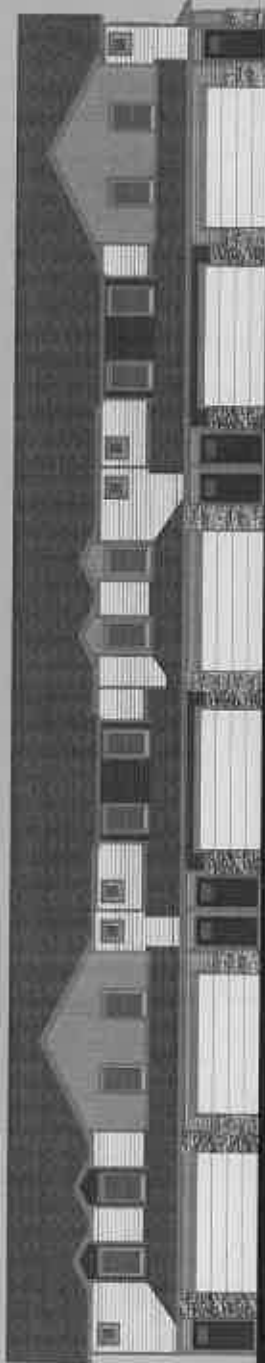
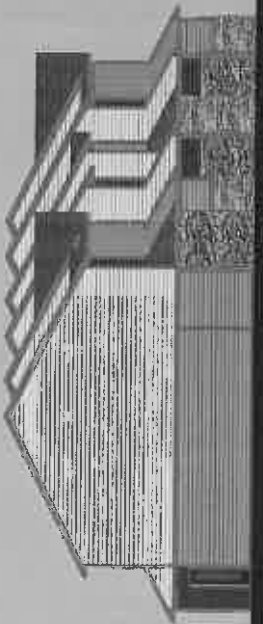
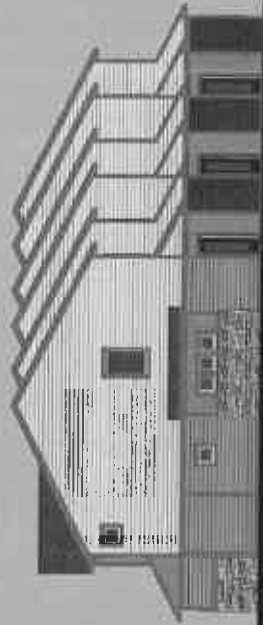
H. CONTRACTOR SHALL PROVIDE SILT FENCE AROUND ALL STORM INTAKES AND WHERE SHOWN ON THE PLAN. SILT FENCE SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION AND SHALL BE MAINTAINED UNTIL PAVING AND SEEDING ARE COMPLETE.

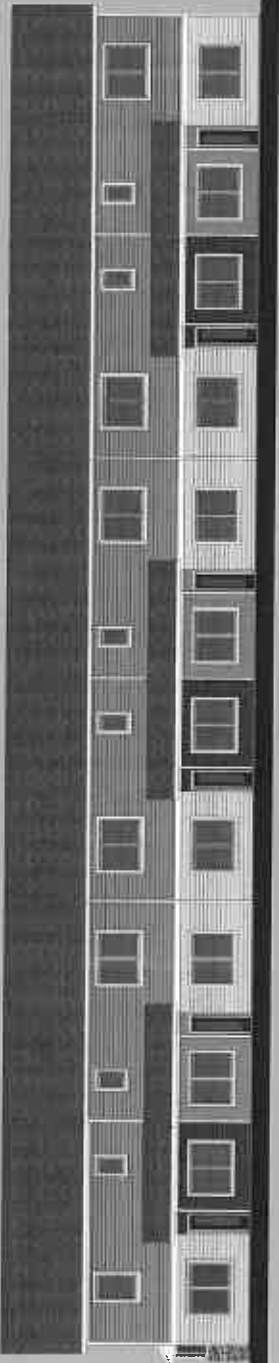
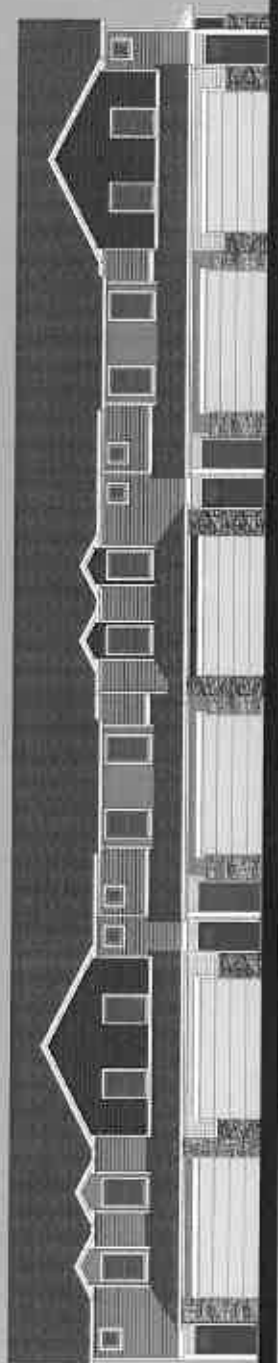
I. IMPROVEMENTS SHALL BE MADE AS NECESSARY FOR THE PROTECTION AND MAINTENANCE OF ALL UTILITIES AND IMPROVEMENTS WITH THE ARCHITECTURAL, MECHANICAL, ELECTRICAL, AND PLUMBING SYSTEMS INCLUDING ROUTING, CRITICAL DIMENSIONS, CONNECTIONS, AND INVERT ELEVATIONS.

J. CONTRACTOR TO STOP AND STOPPLE TOPSOIL FROM ALL AREAS TO BE CUT OR FILLED. RESPIREAD TOPSOIL TO 2" MINIMUM TO FRESH GRADES.

K. THE GRADING, EROSION CONTROL, AND SEEDING ARE SUBJECT TO CONSTRUCTION ACTIVITIES.

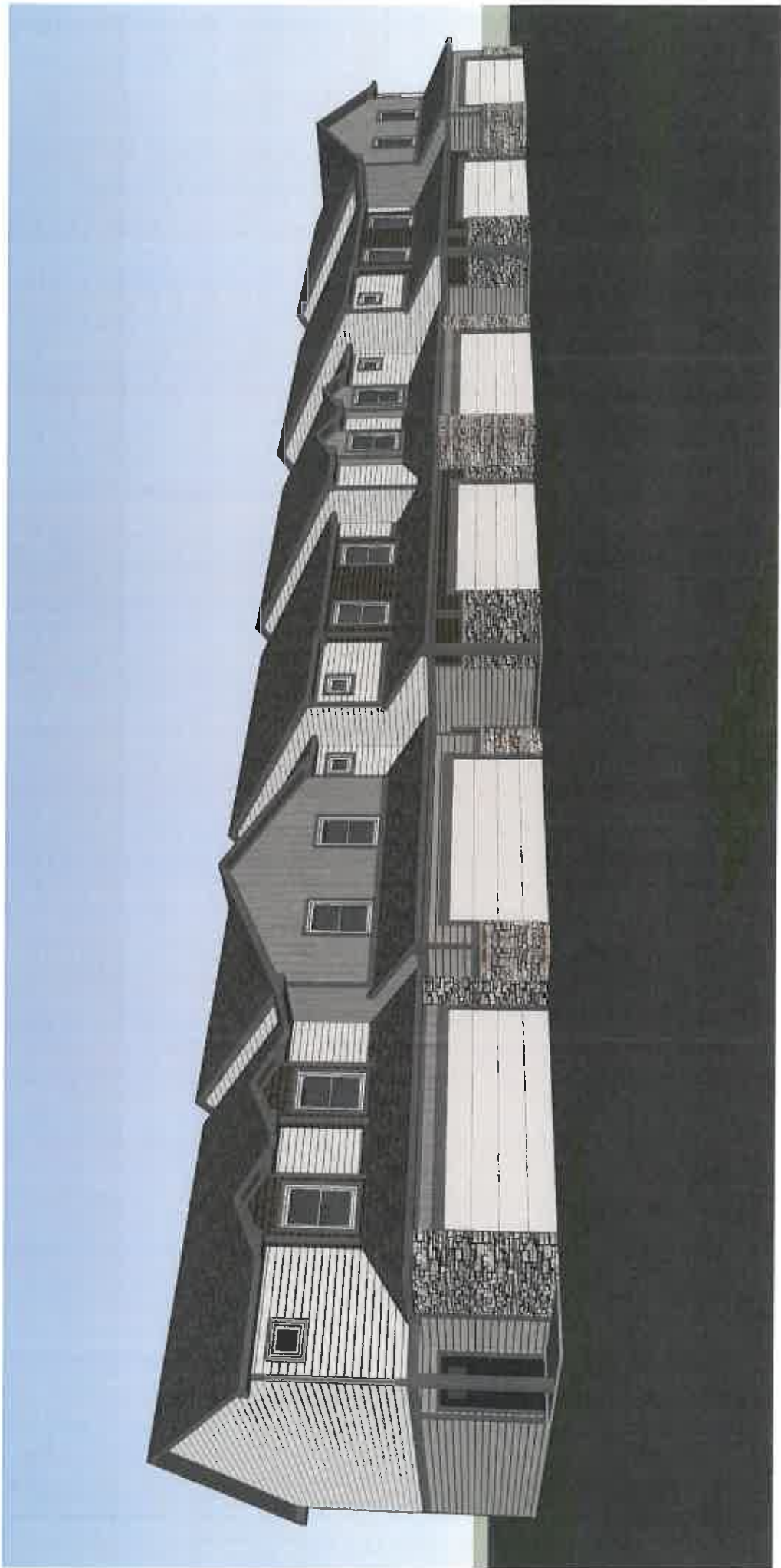


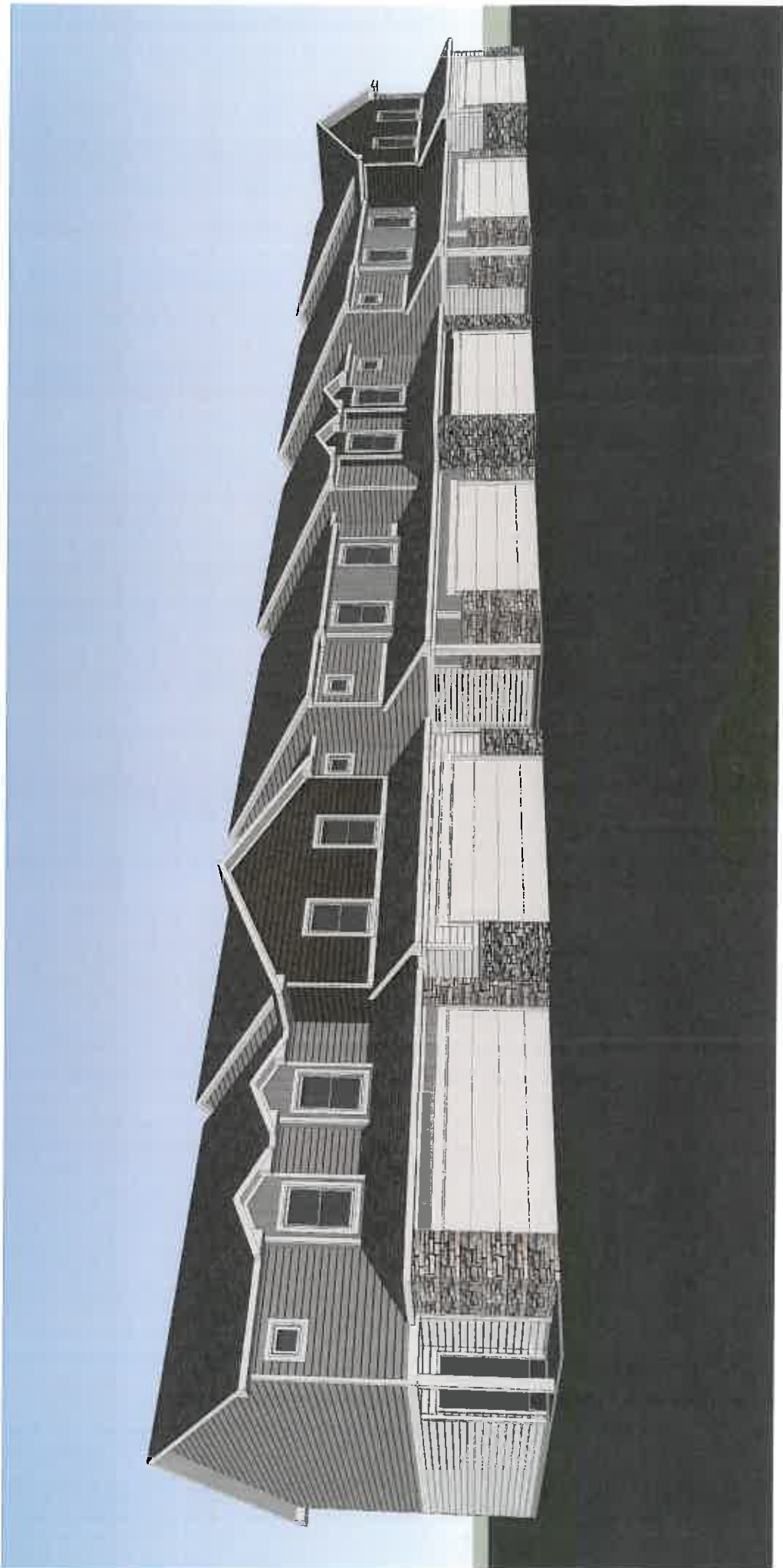




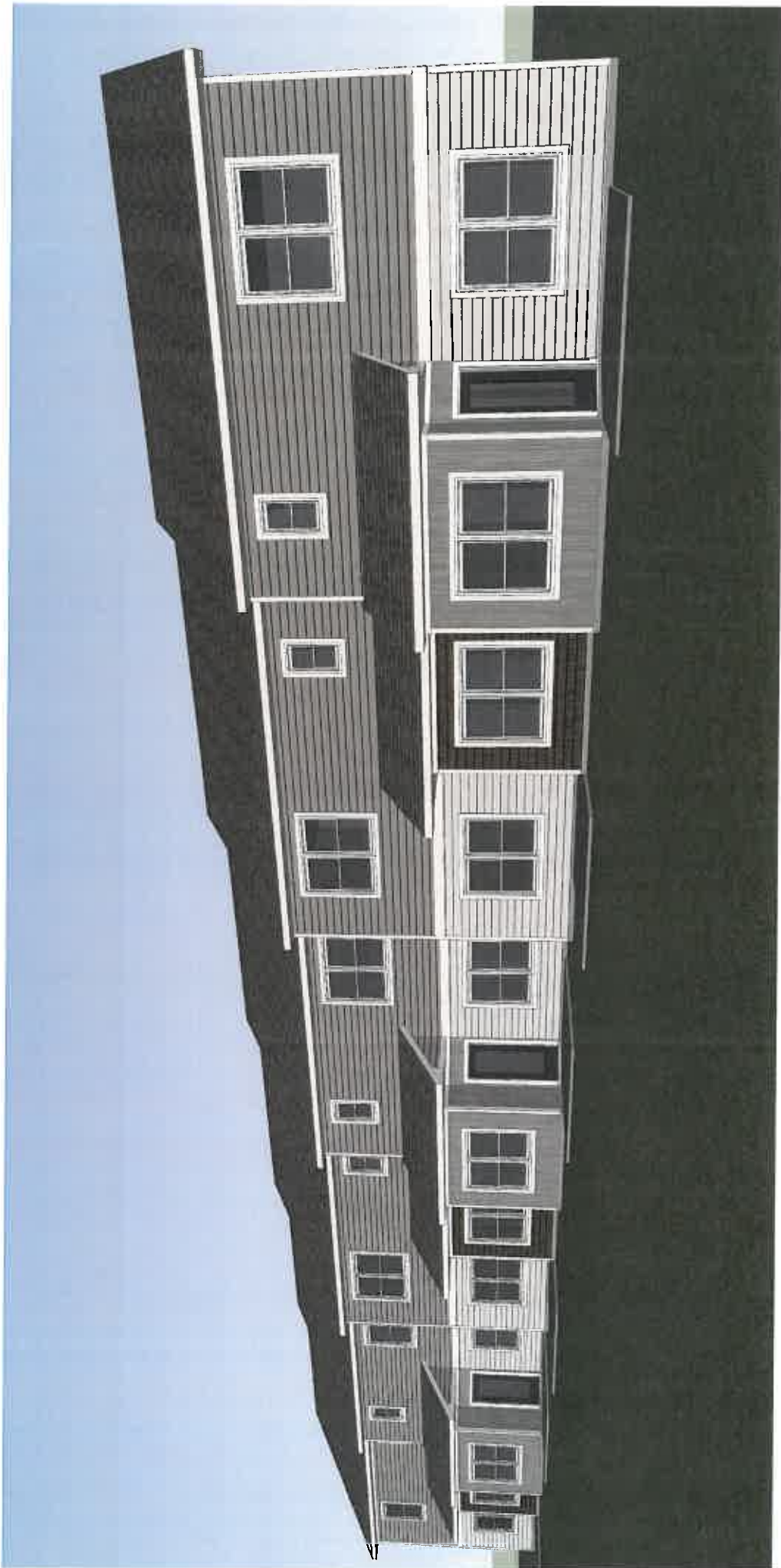
















Prepared by: KTragesser City of West Des Moines Development Services, P.O. Box 65320, West Des Moines, IA 50265-0320, 515-222-3620
When Recorded, Return to: City Clerk, City of West Des Moines, P. O. Box 65320, West Des Moines, IA 50265-0320

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, APPROVING THE PRELIMINARY PLAT AND SITE PLAN (PP-002625-2015/SP-002626-2015) TO SUBDIVIDE PROPERTY INTO 48 LOTS FOR TOWNHOME DEVELOPMENT AND ONE LOT FOR COMMON GROUND AND TO CONSTRUCT 48 TOWNHOME UNITS ON PROPERTY LOCATED AT 1655 98TH STREET

WHEREAS, pursuant to the provisions of Title 9, Chapter 1 et seq, of the West Des Moines Municipal Code, Maple Grove West LLC requests approval for a preliminary plat to subdivide property into 48 lots for townhome development and one lot for common property and to approve a site plan to construct 48 townhome units at 1655 98th Street and legally described as:

Legal Description of Property

Outlot W Maple Grove West Plat 5, an official plat now in and forming a part of the City of West Des Moines, Dallas County, Iowa

WHEREAS, studies and investigations were made, and staff reports and recommendations were submitted which is made a part of this record and herein incorporated by reference;

WHEREAS, on March 30, 2015, the Plan and Zoning Commission recommended to the City Council approval of the Preliminary Plat and Site Plan; and

WHEREAS, on April 6, 2015, this City Council held a duly-noticed hearing to consider the application for a preliminary plat and site plan

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

SECTION 1. The findings, for approval, in the staff report for the preliminary plat and site plan, or as amended orally at the City Council hearing on April 6, 2015, are adopted.

SECTION 2. The Preliminary Plat to subdivide property into 48 lots for townhome development and one outlot for common property and a Site Plan to construct 48 townhome units are approved, subject to compliance with all conditions in the staff report, including conditions added at the Hearing, and attached hereto as Exhibit "A". Violation of any such conditions shall be grounds for revocation of the entitlement, as well as any other remedy which is available to the City.

PASSED AND ADOPTED on April 6, 2015.

Steve Gaer, Mayor

ATTEST:

Ryan T. Jacobson
City Clerk

EXHIBIT "A"
CONDITIONS OF APPROVAL

1. The applicant providing final drawings and building elevations which address remaining staff comments prior to obtaining building permits.

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

DATE: April 6, 2015

ITEM: Mills Crossing Kum & Go, 5901 Mills Civic Parkway – Consideration of an Overlay District Site Plan to construct a 4,992 sq. ft. convenience store with gas pumps – Kum & Go, LLC –
OSP-002563-2014

RESOLUTION: Denial of an Overlay District Site Plan

FINANCIAL IMPACT: Undetermined.

BACKGROUND: The applicant, Kum & Go LLC, has requested approval of a 4,992 square foot convenience store with gas pumps and related site improvements for property located at 5901 Mills Civic Parkway. The parcel is part of the Mills Crossing development and is located at the northwest corner of Mills Civic Parkway and South Prairie View Drive.

Plan and Zoning Commission Action:

Vote: 6-1 approval, Commissioner Costa voted nay.

Date: March 30, 2015

Motion: Adopt a resolution recommending the City Council approval of the Overlay District Site Plan as presented by the applicant with conditions to modify earthen berming and landscaping to screen views of the canopy and modify design of the canopy.

Plan and Zoning Discussion:

The applicant provided an overview of the project and discussed their belief that there are multiple inconsistencies in the application of the Town Center Overlay District guidelines for buildings be located to the street with parking behind. The applicant expressed that they should not be held to the same standard as the Casey's Convenience store which is located in the district just because Casey's opted to not challenge the request for the store to be at the corner and the canopy behind. The applicant suggested that different requirements for landscaping were being applied to them than was Casey's as they do not have buffer plantings screening the site. The applicant indicated that the layout of the site was such for function and design of the berms and placement of landscaping was being done to allow for 'windows of view' into the site.

Commissioner Hatfield felt that the site plan being proposed by the applicant was consistent with other convenience store sites across the city and metro. Ultimately, Commissioner Hatfield made a motion for approval of the site plan as presented with conditions that the berm along the south be made level rather than undulate in a more natural pattern so as to minimize the view windows into the site, shift landscaping, especially along the east to block the canopy while allowing views of the store, and modify the canopy from the proposed red to a more neutral color that would blend with the sky.

Commissioner Erickson acknowledged that other sites along Mills Civic do allow views into their sites but suggested they were with reasons and expressed concern with not being consistent with the building being pulled to the corner, which Casey's abided by.

Commissioner Costa voted against the motion because he felt that from a Plan and Zoning perspective, the charge is to ensure that the City does its best to control the consistency of development. He did not hear a compelling reason as to why changes could not be made to the Kum & Go site to adhere to the Overlay District guidelines.

OUTSTANDING ISSUES: The Plan and Zoning Commission made a recommendation to approve the site plan as presented with conditions. The applicant is in agreement with the Plan & Zoning Commission's recommended conditions of approval. Staff is maintaining a recommendation for denial as we do not believe the placement of the canopy, the largest vehicle component, along the street and at the corner is keeping with the intent of the Overlay District. Staff notes the following:

Approved Specific Plan: For the Council's convenience, a copy of the approved Specific Plan Ordinance Sketch is included under Exhibit II – Specific Plan. The Specific Plan was presented for Council approval showing one commercial building at the corner consistent with the Overlay District with full knowledge that Kum & Go was continuing to propose to locate the canopy along Mills Civic Parkway and at the corner. This was done in order to fulfill the requirement for an adopted Specific Plan prior to development so that the developer, Hurd Mills LLC, could proceed with development of other areas of the Mills Crossing development.

Store-Canopy Orientation:

1. Applicant's Proposal – The applicant is proposing the canopy be located at the south end of the property, parallel with Mills Civic Parkway and adjacent to S Prairie View Dr; the store is proposed to be located to the north. There is some earthen berming and landscaping along both Mills Civic Parkway and S. Prairie View Dr.; per the applicant, they are intending to provide view windows into the site. Staff believes that failure to locate the store at the corner, in conjunction with placing the largest mass of the vehicle use element in a highly visible location is inconsistent with the intent of the Town Center Overlay District. The Plan and Zoning Commission recommended approval of this store and canopy orientation within the site with conditions that the applicant maintain the height of the berm and shift landscape vegetation for better screening. Staff has concerns that the applicant's idea of level of screening and allowable visibility and the intent of the Commission may not be one in the same. While staff has indicated that Kum & Go would be held to the same standard as Casey's was in regards to the amount of vegetation required, staff believes that placement of the canopy up front and immediately adjacent to Mills changes the parameters for screening and results in the need for additional vegetation above and beyond the minimum in order to achieve more complete visual screening.
2. Ideal Orientation – Staff has recommended to the applicant that due to the anticipated access locations at the north end and west of the parcel that the circulation of the site may be better by placing the canopy at the north end of the site and the store south thereof (front door facing north). This allows patrons easy access to the gas pumps without forcing them to navigate into the corner. Additionally, this brings the building front and center to Mills Civic and the corner of S Prairie View Drive and in full compliance with the Overlay District intent and guidelines. With this layout, the need for earthen berming and landscaping is lessened as the vehicle use elements are located interior to the site. The applicant has indicated that they do not feel the site functions as well and that people won't know who they (Kum & Go) are, as the gas pumps are not as visible. As the store is required to have 360° architecture, limited views of the back of the building is acceptable, although it would be expected that some landscaping would be situated adjacent to soften and anchor the building into the site.
3. Second Preferred Option – As an alternative, and consistent with Casey's, the site could be oriented with the store backed up to and parallel to S. Prairie View Drive (front door facing west) with the canopy situated to the west thereof and perpendicular to Mills Civic Parkway. This arrangement achieves consistency with the intent of the Overlay District in bringing the buildings to the street and corners and minimizing the mass of the canopy which is fronting the street as this is the narrow end of the canopy. With the centering of the store on the canopy, due to the larger size of the canopy, the south end of the canopy will be 'in front' or extend past the store allowing for visibility of for west bound travelers, and very likely limited views from east bound travelers on Mills Civic Pkwy. The same vegetation requirements as that required of the Casey's site would apply. As indicated above, with 360° architecture, the backing of the store to S Prairie View Drive is not a major concern.
4. Third Option – The final potential layout of the site would to place the canopy parallel and adjacent to S Prairie View Drive (front door facing east) with the store located to the west thereof. Staff believes that this is the least desirable orientation as it places the largest mass of the canopy in full view of west bound travelers for the greatest amount of time. While incorporation of some earthen berming and landscaping can be accommodated, unlike along Mills Civic in which there is a 60' buffer and setback, the setback from the east side of the lot and S. Prairie View Drive is only 25' to accommodate a streetscape. Staff would recommend the applicant's proposed layout with the requirement for additional earthen berming and landscaping for screening over this arrangement. At least with the applicant's proposal of the canopy parallel with Mills Civic, view of the largest mass of the canopy occurs primarily when a vehicle is parallel with the canopy allowing the smaller mass of the ends of the canopy to be seen when approaching from either the east or west.

Recommendation - Staff stands behind the recommendation of denial of the applicant's proposed layout and recommends that approval be either the "Ideal Orientation" which places the store parallel with and adjacent to Mills Civic and canopy to the north; or the "Second Option" which places the store parallel with and adjacent to S. Prairie View Drive with the canopy situated west of the store and perpendicular to Mills Civic Parkway. Staff does not recommend the approval of the third option as we believe that this orientation offers the longest duration of views of the largest mass of the canopy and thus is least consistent with the intent of the Overlay District. As indicated above, if choosing between the canopy being located adjacent and parallel with Mills Civic Pkwy or adjacent and parallel with S Prairie View Dr., staff believes the orientation adjacent to Mills Civic Parkway is the better of the two choices.

Staff has provided the City Clerk resolutions for approval of any of the above identified options, including the applicant's proposed orientation.

Proposed canopy: A rendering of the proposed canopy is included in the staff report (Exhibit III – Canopy). At the Plan and Zoning Commission meeting the applicant provided illustration of the standard red canopy with the Kum & Go emblem. The red of the canopy is inconsistent with the language of the Mills Crossing Specific Plan Ordinance which states: "*Canopy's, including Gas: Pump stations and other drive thru canopies must be designed to incorporate the building's architecture through the use of similar building materials, roof design and color, including the application of brick or stone to canopy support columns. When possible, canopies should be designed as an extension of the building rather than an added on element.*" The Plan & Zoning Commission approval of the site plan included a recommendation that the canopy be of a neutral color to blend with the sky. Staff recommends that the City Council modify that condition of approval to clarify that the canopy color should be taken from the color pallet for the Specific Plan. Staff did offer that in order to achieve the red color, that a canopy that utilizes the metal aspect of the building with red LED lighting which would give a wash of color to the canopy could be a possibility. The applicant has submitted a revised canopy that picks up the darker gray color of the building with a change in the canopy massing towards the middle. The lower approximately third of the canopy columns are proposed to be wrapped in brick that matches the building. Staff would recommend that the brick aspect be raised to cover 2/3rd of the canopy columns.

Specific Plan Amendment: The Mills Crossing Specific Plan requires that maximum number of pumps and canopy size be consistent with the Support Commercial zoning district standards. Currently, in the Support Commercial zoning district, the canopy size is limited to 5,000 sq. ft. and a maximum of ten (10) fuel pumps (20 cars). While the number of pumps is consistent, a Specific Plan ordinance amendment will be needed to allow the proposed size of the gas pump canopy (7644sf). Staff is not opposed to the larger canopy as it is recognized that the zoning code regarding the size of canopies needs to be updated to reflect current operational features of the fueling areas. Staff has started the background research into standards and practices for fueling areas; however, staff does not believe that a zoning code amendment can be put in place prior to the applicant's timeline for construction. Therefore, staff recommends a Condition of Approval requiring the applicant make an application for an amendment to the Mills Crossing Specific Plan to address the canopy size should it be greater than that allowed under Support Commercial standards. The condition restricts the issuance of a building permit and construction until the City Council adopts an amendment to the specific plan.

The following items of interest are noted in the attached Plan and Zoning Commission report (see Exhibit I):

- Applicant's Request
- History
- City Council Subcommittee – Development and Planning (*October 17, 2013 and June 19, 2014*)
- Staff Review and Comments
 - *Consistency*
 - *Pre-Application*
 - *Development & Planning Subcommittee*
 - *Specific Plan*
- Comprehensive Plan Consistency
- Town Center Overlay District Consistency
- Findings
- Staff Recommendation
- Owner/Applicant/Applicant Representative Information

PLAN AND ZONING RECOMMENDATION: Based upon the preceding review and a finding of consistency with the goals and policies of the Comprehensive Plan and the Town Center Overlay District, the Plan and Zoning Commission recommends the City Council adopt a resolution to approve the Overlay District Site Plan for the Kum

& Go convenience store at 5901 Mills Civic Parkway, Building 2000, as proposed with the canopy parallel with and adjacent to Mills Civic Parkway and the store located north thereof, subject to the applicant meeting all City Code requirements and the following:

1. Use the height of the berm and placement of landscaping to buffer and block visibility of the canopy element but allow for window views of the store; and
2. Change the canopy design to adhere to the Overlay District requirements through a change in color from the proposed red to a white, gray, or other primary building color to blend with the sky.

STAFF RECOMMENDATION: Based upon staff's review and findings as stated in Exhibit I Plan & Zoning Commission Communication, staff recommends that the City Council deny the Overlay District Site Plan as presented and approve of either an orientation that places the store adjacent and parallel with Mills Civic Parkway with the canopy north thereof; or an orientation that places the store adjacent and parallel with S. Prairie View Drive with the canopy west thereof and perpendicular to Mills Civic Parkway. Staff recommends the following conditions of approval be added to those of Plan & Zoning Commission's and to apply to any site plan approved:

1. That the landscape plan indicating the proposed berming and placement of landscaping to buffer and block the visibility of the canopy element;
2. That the color of the canopy be changed from red to match the color pallet of the Specific Plan ordinance. Red as part of signage shall be allowed;
3. That an application be filed for a Specific Plan Amendment be filed if the square footage of the canopy exceeds the maximum allowed for the Support Commercial zoning district to allow the square footage of the proposed canopy. Adopting of an amendment specifying the allowable square footage of the canopy shall be approved by the City Council prior to the issuance of any building permit, including footing and foundation permits;
4. That the pedestrian area along Mills Civic Parkway, adjacent to the DART bus stop, be constructed with this site plan and prior to issuance of a final occupancy permit;
5. The applicant acknowledge and agree that there is no outdoor storage allowed within the site, except for liquid propane tank exchange racks and ice storage freezer. Any bollards needed for the protection of the exchange rack or other parts of the building shall be painted a color which is contained within the specific plan pallet (not red or safety yellow);
6. Provide a storm water management plan in accordance with staff comments and receive staff approval of said plan prior to the issuance of any building permit, including footing and foundation permits;
7. Provide final drawings addressing remaining staff comments and all conditions of approval prior to the issuance of any building permit, including footing and foundation permits.

Lead Staff Member: Kara Tragesser, AICP 

STAFF REVIEWS

Department Director	UK ²
Appropriations/Finance	
Legal	gs
Agenda Acceptance	RTJ

PUBLICATION(S) (if applicable)

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

SUBCOMMITTEE REVIEW (if applicable)

Committee	Development & Planning Subcommittee		
Date Reviewed	October 17, 2013, June 19, 2014		
Recommendation	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Split <input type="checkbox"/>

ATTACHMENTS:

- Exhibit I - Plan and Zoning Commission Communication
 - Attachment A - Plan and Zoning Commission Resolution
 - Attachment B - Location Map
 - Attachment C - Elevations
 - Attachment D - Site Plan
- Exhibit II - Approved Specific Plan Sketch
- Exhibit III - Proposed Canopy
- Exhibit IV - City Council Resolution – Denial of Overlay District Site Plan
(Alternate Resolutions of Approval for various orientations have been provided to City Clerk)

CITY OF WEST DES MOINES
PLAN AND ZONING COMMISSION COMMUNICATION

Meeting Date: March 30, 2015

Item: Mills Crossing Kum & Go, 5901 Mills Civic Parkway – Denial of site plan to construct a 4,992 sq. ft. convenience store with gas pumps – Kum & Go, LLC – OSP-002563-2014

Resolution: Denial of Overlay District Site Plan

Case Advisor: Kara Tragesser, AICP 

Synopsis: The applicant, Kum & Go LLC, has requested approval of a 4,992 square foot convenience store with gas pumps and related site improvements for property located at 5901 Mills Civic Parkway. The parcel is part of the Mills Crossing development and is located at the northwest corner of Mills Civic Parkway and South Prairie View Drive.

History: The Mills Crossing Specific Plan was approved by the City Council on November 3, 2014. A grading plan for the Mills Crossing development was approved by the Plan & Zoning Commission at their September 17, 2014, meeting to begin to prepare the site for development. On March 1, 2012, the concept for a convenience store for this location was reviewed as part of the Development Review Process. The concept for a convenience store has been to the Development and Planning Subcommittee on October 17, 2013 and June 19, 2014.

City Council Subcommittee: This item was presented to the Development and Planning City Council Subcommittee on October 17, 2013. At that meeting, the Subcommittee preferred the convenience store to be located in the southeast corner of the parcel and not the canopy, therefore meeting the intent of the Town Center Overlay District and minimizing vehicle use areas and elements. The project also was reviewed by the Development and Planning Subcommittee at their June 19, 2014; the Subcommittee held firm to the concepts of the Town Center Overlay District and used the Casey's convenience store at the southwest corner of Mills Civic Parkway and South 64th Street as an example of what they felt should happen at this corner of Mills Civic Parkway and South Prairie View Drive.

Staff Review and Comment: This request was distributed to other City departments and other agencies for their review and comment. Staff notes the following:

Consistency: Throughout the Town Center Overlay District, as much as possible, the approved Overlay District Site Plans have located the buildings at the intersection of two streets, and the parking and other vehicle use areas have been to the side or interior to the site. The proposed layout of the site is inconsistent with the layout of other parcels within the Town Center Overlay District.

Pre-Application: At the Development Review meeting held on February 28, 2012, the concept for a convenience store was proposed for this location. In a comment letter to the applicant summarizing staff comments, staff noted that that the Town Center Overlay District Guidelines encouraged building to street connections, thus the building should be located in the southern portion of the site and the fuel pumps and parking lot be constructed on the northern portion of the site.

Development & Planning Subcommittee: The Development and Planning Subcommittee has stood firm in their support of the building being located in the southeast corner of the site, with the canopy and vehicle use areas placed interior to the site.

Specific Plan: The Specific Plan Ordinance for Mills Crossing provides for appropriate site design measures to be implemented to minimize the presence and visibility of canopies. Staff believes the proposed site design, with the primary vehicle use element of the canopy being located at the corner and parallel with Mills Civic Parkway, puts the largest aspect of the vehicle canopy mass visible from the roadway and the first thing encountered visually is counter to the intent of the Specific Plan Ordinance and the guidelines of the Town Center Overlay District.

The Specific Plan Ordinance also provides that the vehicle use area will be screened through landscaping to minimize the visual presence and impact of the structure on surrounding properties, businesses, and public streets. Said screening shall be achieved through the use of location and/or earth berming and landscaping consisting of evergreen material for year-round screening. Staff feels that the vehicle use areas being located on the corner of the intersection are not effectively screened by the proposed landscaping in the manner outlined in the Specific Plan Ordinance.

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 not consistent with the Comprehensive Plan in that the project is not consistent with all of the goals and policies of the Comprehensive Plan and the land use map of the Comprehensive Plan, i.e.

- Policy 1.11 *As part of the Development Review Process, the City shall seek to maintain and improve the visual appeal of the community by ensuring proposed developments will provide site and building design that respects the existing patterns, context, and character of the vicinity.* Currently, as much as possible in the Town Center Overlay District, the developments at the intersection of two streets have the buildings located to the corner with vehicle use areas next to the buildings or interior to the site. The proposed canopy location at corner with the store interior to the site layout would be inconsistent with most other developments in the area.
- Policy 5.12 *The design of new development shall provide some sense of uniqueness through elements placement, architectural and aesthetic features, and the treatment of the site to aid neighborhood identity. Natural boundaries that help delineate neighborhoods shall be protected and emphasized.* The proposed site plan does not aid in neighborhood identity in that other corners in the neighborhood have the building located to the corner which is one of the components that make this neighborhood and Overlay District area unique.

Town Center Overlay District Consistency: The proposed site plan 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 site plan is not consistent with the Town Center Overlay District Guidelines in that the site plan is not consistent with:

- Section 3.1 Building Placement for Commercial, Office, and Mixed Use Guidelines: *“Locate buildings close to the street, with off street parking behind or beside the building”.* The proposed site plan does not locate the building close to the intersection of Mills Civic Parkway and South Prairie View Drive, the two major streets at this corner and the canopy and parking is located between the building and both Mills Civic Parkway and South Prairie View Drive.
- Section 3.3 Vehicle Use Area Design: *“Parking areas should...be located so as not to be the dominate feature along any street or intersection”.* Due to their location, the vehicle use area and parking are considered the dominate feature as these areas are proposed to be located along the street and at the intersection and the first element encountered. Given the size and mass of the canopy, the visual presence of the element is great.

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 not 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 not consistent with the Comprehensive Plan in that the project is not consistent with all of the goals and policies of the Comprehensive Plan.
2. The proposed development and use does not 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 not in keeping with the scale and nature of the surrounding neighborhood in that the proposed project is not consistent with the Specific Plan ordinance, the Town Center Overlay District Guidelines and Comprehensive Plan which designates this site as unsuitable for development such as that proposed by this project.

Staff Recommendation: Based upon the preceding review and a findings of not being consistent with the goals and policies of the Comprehensive Plan and the Town Center Overlay District Guidelines, staff recommends that the Mills Crossing Overlay District Site Plan to allow construction of a 4,992 square foot convenience store with gas pumps and associated site improvements be denied.

Property Owner: Hurd Mills LLC
2000 Fuller Road
West Des Moines IA 50265
Attn: Richard Hurd
Richard.hurd@hurdsrealty.com

Applicant Kum & Go, LC
6400 Westown Parkway
West Des Moines IA 50266
Nick Halfhill
515-457-6290
NDH@kumandgo.com

Applicant's Representatives: Ed Arp
Civil Engineering Consultants
2400 86th Street, Ste 12
Des Moines IA 50322
515-276-4884
arp@ceclac.com

ATTACHMENTS:

Attachment A	-	Resolution
Attachment B	-	Location Map
Attachment C	-	Elevations
Attachment D	-	Site Plans

RESOLUTION NO. PZC

A RESOLUTION OF THE PLAN AND ZONING COMMISSION OF THE CITY OF WEST DES MOINES, RECOMMENDING TO THE CITY COUNCIL THAT IT DENY THE OVERLAY DISTRICT SITE PLAN FOR KUM AND GO THE NORTHWEST CORNER OF MILLS CIVIC PARKWAY AND SOUTH PRAIRIE VIEW DRIVE

WHEREAS, pursuant to the provisions of Title 10, Chapter 1 et seq, of the West Des Moines Municipal Code, the applicant, Kum & Go, LLC, has requested approval for an Overlay District Site plan (OSP-002563-2014);

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 30, 2015, this Commission held a duly-noticed public meeting to consider the application for an Overlay District Site Plan for Kum & Go;

NOW, THEREFORE, THE PLAN AND ZONING COMMISSION OF THE CITY OF WEST DES MOINES DOES RESOLVE AS FOLLOWS:

SECTION 1. The findings, for denial, in the staff report or as amended orally at the Plan and Zoning Commission meeting are adopted.

SECTION 2. The Overlay District Site Plan to construct a convenience store on the northwest corner of Mills Civic Parkway and South Prairie View Drive is recommended to the City Council for denial.

PASSED AND ADOPTED on March 30, 2015.

Erica Andersen, Chairperson
Plan and Zoning Commission

ATTEST:

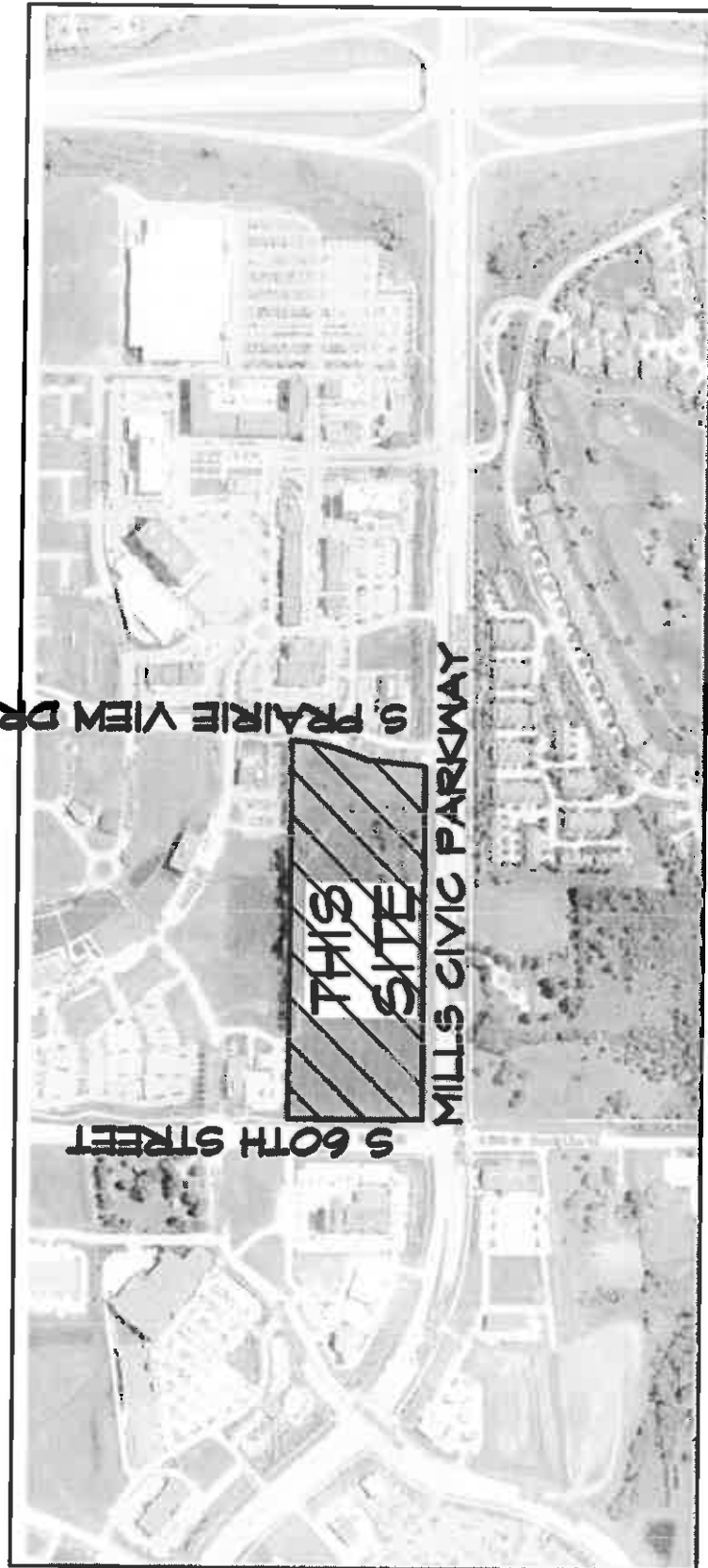
Recording Secretary

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 30, 2015, by the following vote:

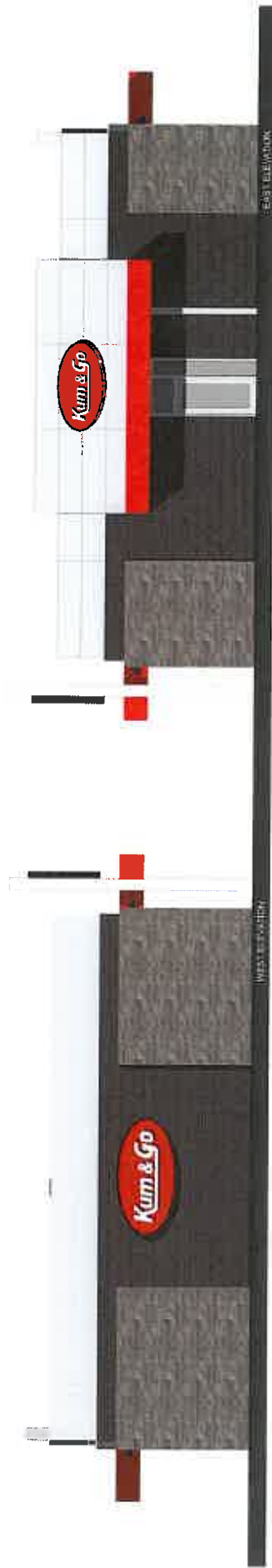
- AYES:
- NAYS:
- ABSTENTIONS:
- ABSENT:

ATTEST:

Recording Secretary



VICINITY SKETCH



KUM & GO # 532 WEST DES MOINES, IOWA
SCHEME 3

SHIFFLER ASSOCIATES ARCHITECTS, P.L.L.C.
MAY 30, 2014

NON-MASONRY EXTERIOR FINISH OPTIONS



Wood or composite panels
(varying shapes, sizes, & colors)



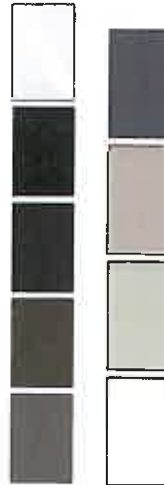
Metal panels
(varying shapes, sizes, & colors)



EIFS- fine texture
(varying neutral colors)



CANOPY/AWNING COLORS (OR SIM.)



Bronze, Dark Bronze, Black, Clear Anodized

White, Sandstone, Gray, Charcoal Grey

BRICK COLOR OPTIONS (OR SIM.)



St. Cloud White



Boulder Grey



Braddock



Hinsdale/Colonial Red



Monet

STONE COLOR/PATTERN OPTIONS (OR SIM.)



Glacier



Sierra



Canyon Buff



Steel Grey



Arizona Red



Cream



Roman



Kum & Go - Canopy Design - Perspective
Prototype Design

DESIGN REPRESENTATION ONLY - NOT FOR CONSTRUCTION - This building image shows a representation of the current design intent only. The building may vary from this image due to site conditions, ambient light, landscape, materials, finishes, options, final site plan, and other factors. The architect does not warrant, represent, or make any availability or final design of matter.

B | R | R | architecture



Kum & Go - Canopy Design - Perspective
Prototype Design

DESIGN REPRESENTATION ONLY - NOT FOR CONSTRUCTION - The building images shown are a representation of the current design intent only. The building images may vary in color, material, and finish. Construction variations require a building code or inspector, material availability or final design detailing.

Prepared by: KTragesser 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, DENYING THE OVERLAY DISTRICT SITE PLAN (OSP-002563-2014) TO CONSTRUCT A 4,992 SQ. FT. CONVENIENCE STORE WITH GAS PUMPS AT 5901 MILLS CIVIC PARKWAY

WHEREAS, pursuant to the provisions of Title 9, Chapter 1 et seq, of the West Des Moines Municipal Code, Kum & Go LLC requests approval for an overlay district site plan to construct a 4,992 sq. ft. convenience store at 5901 Mills Civic Parkway;

Legal Description of Property

Except West Glen Town Center Plat 1-S20A Lot 1 partition plat SW ¼ NW ¼ and N ½ SW ¼ and N ½ Se ¼ less Rd Section 18-78-25,

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 30, 2015, the Plan and Zoning Commission recommend to the City Council approval of the Overlay District Site Plan; and

WHEREAS, on this date, this City Council held a duly-noticed meeting to consider the application for an overlay district site plan;

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

SECTION 1. The findings, for denial, in the staff report for the Overlay District Site Plan are adopted.

SECTION 2. The Overlay District Site Plan to construct a convenience store with gas pumps is denied.

PASSED AND ADOPTED on April 6, 2015.

Steve Gaer, Mayor

ATTEST:

Ryan T. Jacobson
City Clerk

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

Date: April 6, 2015

ITEM: Whisper Ridge Plat of Survey, Northwest corner of S 88th Street and Coachlight Drive – Create one parcel for transfer of ownership and two parcels for Public Street Right-of-Way – Hidden Creek, LLC– POS-002612-2015

RESOLUTION: Approval and Release of Plat-of-Survey

FINANCIAL IMPACT: Undetermined.

BACKGROUND: The applicant, Hidden Creek, LLC, is requesting approval of a Plat-of-Survey to create a 13.32 acre parcel for transfer of ownership and two public street right-of-way parcels for future dedication to the City. This Plat-of-Survey is in anticipation of an attached townhome development.

CITY COUNCIL SUBCOMMITTEE: As the subsequent plats and site plans for this property will be brought presented at a future date, this item was not presented to the Development & Planning City Council Subcommittee.

OUTSTANDING ISSUES: There are no outstanding issues. Staff would note the following:

Public Improvements: This Plat-of-Survey is coming forward as a tool to allow the current owner, Hidden Creek, LLC to maintain ownership of the right-of-way to allow for the construction of the road improvements while allowing the larger parcel to be sold. Staff has conveyed to both the current owner and the future owner/developer of the 13 acre residential property that all public improvements associated with the property will need to be provided in conjunction with Final platting and/or site development. Staff recommends a Condition of Approval acknowledging the current and future owners responsibilities for installation of all public improvements associated with development of the 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.

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 and agreeing that all public improvements associated with development of the parcel, including but not limited to construction of public streets adjacent to the property, sidewalks, streetlights, and utilities will need to be constructed or appropriate surety provided therefore in conjunction with the physical development of the approximately 13 acre parcel being created through this Plat-of-Survey.

Lead Staff Member: J. Bradley Munford



Staff Reviews:

Department Director	
Appropriations/Finance	
Legal	
Agenda Acceptance	

RTG

PUBLICATION(S) (if applicable)

Published In	n/a
Date(s) Published	n/a
Letter sent to surrounding property owners	n/a

SUBCOMMITTEE REVIEW (if applicable)

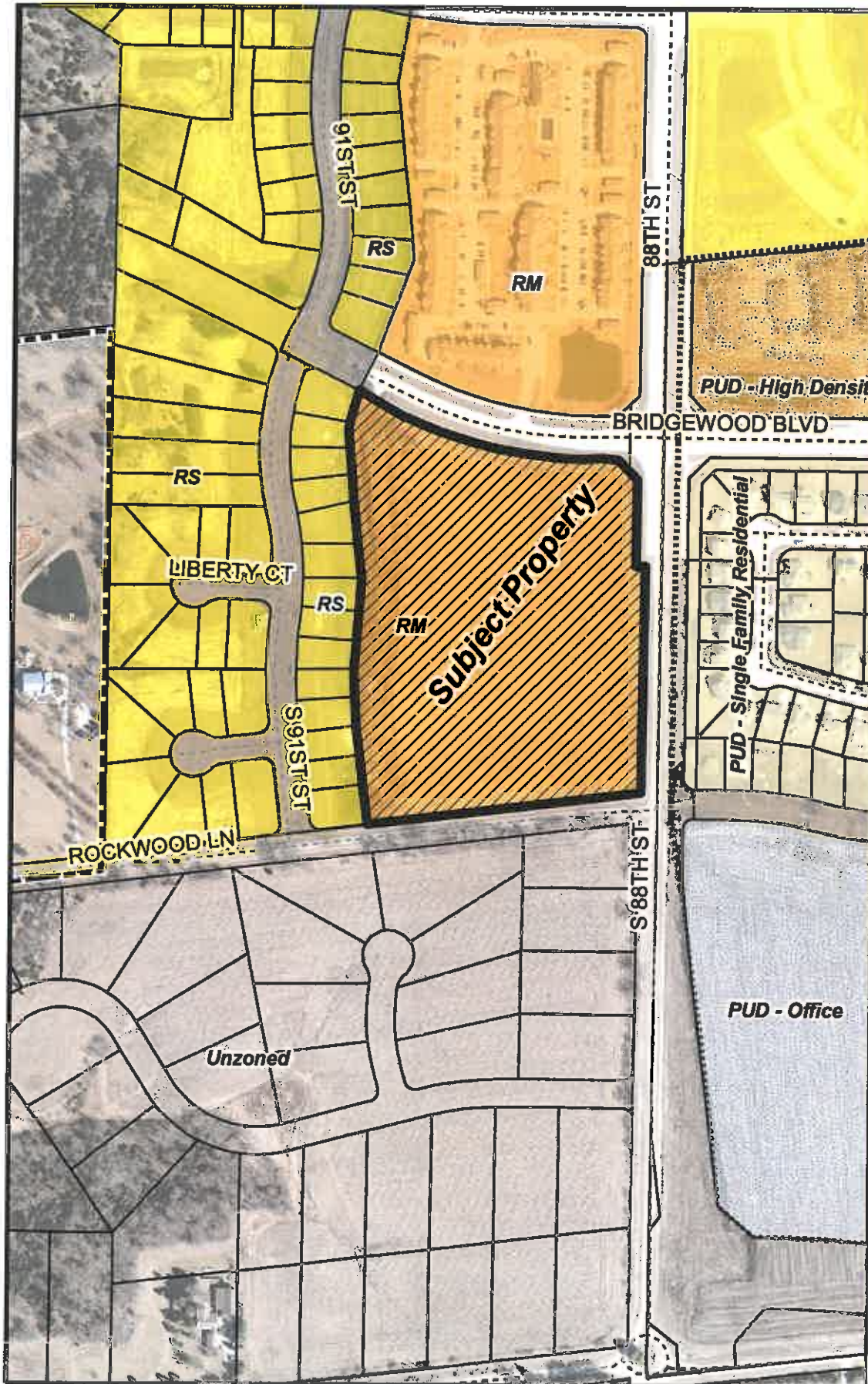
Committee	Development & Planning		
Date Reviewed	n/a		
Recommendation	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Split <input type="checkbox"/>

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



**Whisper Ridge
Plat-of-Survey**



Legend

- Unzoned
- Open Space/Recreational (OS)
- Residential Estate (RE)
- Residential Single-Family (RS)
- Single-Family Residential (R-1)
- Single-Family - Convector Residential (SP-CR)
- Single-Family - Valley Junction Residential (SP-VJ)
- Manufactured Housing (MH)
- Residential Medium-Density (RM)
- Residential High-Density (RH)
- Neighborhood Commercial (NC)
- Convenience Commercial (CVC)
- Valley Junction Hills Business (VJB)
- Valley Junction Commercial (VJC)
- Community Commercial (CVC)
- Support Commercial (SC)
- Regional Commercial (RC)
- Office (OF)
- Professional Corporate Park (PCP)
- Warehouse Retail (WR)
- Business Park (BP)
- Valley Junction Light Industrial (VLI)
- 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

EXHIBIT III

Prepared by: J. Bradley Munford City of West Des Moines Development Services, P.O. Box 65320, West Des Moines, IA 50265-0320, 515-222-3620. When Recorded, Return to: City Clerk, City of West Des Moines, P. O. Box 65320, West Des Moines, IA 50265-0320

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST DES MOINES APPROVING AND RELEASING THE WHISPER RIDGE PLAT-OF-SURVEY (POS-002612-2015) FOR THE PURPOSE OF CREATING ONE PARCEL FOR TRANSFER OF OWNERSHIP AND TWO PARCELS FOR PUBLIC STREET RIGHT-OF-WAY FOR FUTURE DEDICATION TO THE CITY

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, Hidden Creek, LLC, has requested approval for a Plat-of-Survey (POS-002612-2015) for property located at Northwest corner of S 88th Street and Coachlight Drive to create a 13.32 acre parcel for transfer of ownership and two street right-of-way parcels for future dedication to the City;

Legal Description

ORIGINAL LEGAL DESCRIPTION

THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NE1/4 NE1/4) OF SECTION 15, EXCEPT THE SOUTH 66 FEET THEREOF; AND EXCEPT RIGHT-OF-WAY ACQUIRED IN BOOK 2008, PAGE 15950; AND EXCEPT WHISPER RIDGE PLATS 1, 2 AND 3, BEING OFFICIAL PLATS; ALL IN TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE 5TH P.M., CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA, SUBJECT TO EASEMENT'S OF RECORD AND PRESENT ESTABLISHED ROADWAYS.

PROPERTY CONTAINS 14.09 ACRES (613,826 SQUARE FEET).

NEWLY CREATED PARCEL 'CC' LEGAL DESCRIPTION

A PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 14, WHISPER RIDGE PLAT 3, AN OFFICIAL PLAT IN SAID CITY OF WEST DES MOINES; THENCE NORTH 6°52'42" WEST ALONG THE EASTERLY LINE OF SAID WHISPER RIDGE PLAT 3, A DISTANCE OF 235.16 FEET; THENCE NORTH 4°06'38" WEST CONTINUING ALONG SAID EASTERLY LINE, 135.76 FEET; THENCE NORTH 3°58'26" EAST CONTINUING ALONG SAID EASTERLY LINE, 216.73 FEET; THENCE NORTH 5°16'40" WEST CONTINUING ALONG SAID EASTERLY LINE, 159.82 FEET; THENCE NORTH 4°42'56" WEST CONTINUING ALONG

SAID EASTERLY LINE, 199.04 FEET; THENCE NORTH 13°47'49" EAST CONTINUING ALONG SAID EASTERLY LINE, 89.59 FEET TO THE NORTHEAST CORNER OF SAID WHISPER RIDGE PLAT 3; THENCE SOUTH 63°32'46" EAST ALONG THE SOUTHERLY LINE OF WHISPER RIDGE PLAT 2, AN OFFICIAL PLAT IN SAID CITY OF WEST DES MOINES, 2.54 FEET TO THE SOUTHEAST CORNER OF SAID WHISPER RIDGE PLAT 2; THENCE CONTINUING SOUTH 63°32'46" EAST ALONG THE SOUTHERLY LINE OF WHISPER RIDGE PLAT 1, AN OFFICIAL PLAT IN SAID CITY OF WEST DES MOINES, 106.65 FEET; THENCE SOUTHEASTERLY CONTINUING ALONG SAID SOUTHERLY LINE AND A CURVE CONCAVE NORTHEASTERLY WHOSE RADIUS IS 1050.00 FEET, WHOSE ARC LENGTH IS 477.50 FEET AND WHOSE CHORD BEARS SOUTH 76°34'27" EAST, 473.40 FEET; THENCE SOUTH 89°36'08" EAST CONTINUING ALONG SAID SOUTHERLY LINE, 56.80 FEET; THENCE SOUTH 44°32'41" EAST CONTINUING ALONG SAID SOUTHERLY LINE, 42.38 FEET TO THE SOUTHEAST CORNER OF SAID WHISPER RIDGE PLAT 1; THENCE SOUTH 44°36'02" EAST ALONG THE WEST RIGHT OF WAY LINE OF SOUTH 88TH STREET, 28.28 FEET; THENCE SOUTH 0°23'58" WEST CONTINUING ALONG SAID WEST RIGHT OF WAY LINE, 205.00 FEET TO THE SOUTHWEST CORNER OF THE RIGHT OF WAY ACQUIRED BY THE ACQUISITION PLAT RECORDED IN BOOK 2008, PAGE 15950; THENCE CONTINUING SOUTH 0°23'58" WEST, 518.65 FEET; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE NORTHWESTERLY WHOSE RADIUS IS 25.00 FEET, WHOSE ARC LENGTH IS 36.13 FEET AND WHOSE CHORD BEARS SOUTH 41°48'18" WEST, 33.07 FEET; THENCE SOUTH 83°12'37" WEST, 609.22 FEET TO THE POINT OF BEGINNING AND CONTAINING 13.32 ACRES (580,129 SQUARE FEET).

PROPERTY IS SUBJECT TO ANY ALL EASEMENTS OF RECORD.

NEWLY CREATED PARCEL 'DD' LEGAL DESCRIPTION

A PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER; THENCE NORTH 0°23'58" EAST ALONG THE EAST LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER, 66.52 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 83°12'37" WEST ALONG THE NORTH LINE OF THE SOUTH 66.00 FEET OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER, 60.48 FEET; THENCE NORTH 0°23'58" EAST, 542.71 FEET TO THE SOUTHWEST CORNER OF THE RIGHT OF WAY ACQUIRED BY THE ACQUISITION PLAT RECORDED IN BOOK 2008, PAGE 15950; THENCE SOUTH 89°36'02" EAST ALONG THE SOUTH LINE OF SAID RIGHT OF WAY, 60.00 FEET TO THE EAST LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER; THENCE SOUTH 0°23'58" WEST ALONG SAID EAST LINE, 535.14 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.74 ACRES (32,335 SQUARE FEET).

PROPERTY IS SUBJECT TO ANY ALL EASEMENTS OF RECORD.

NEWLY CREATED PARCEL 'EE' LEGAL DESCRIPTION

A PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF WHISPER RIDGE PLAT 3, AN OFFICIAL PLAT IN SAID CITY OF WEST DES MOINES; THENCE NORTH 6°52'42" WEST ALONG THE EASTERLY LINE OF SAID WHISPER RIDGE PLAT 3, A DISTANCE OF 2.00 FEET TO THE SOUTHEAST CORNER OF LOT 14, SAID WHISPER RIDGE PLAT 3; THENCE NORTH 83°12'37" EAST, 609.22 FEET; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE NORTHWESTERLY WHOSE RADIUS IS 25.00 FEET, WHOSE ARC LENGTH IS 36.13 FEET AND WHOSE CHORD BEARS NORTH 41°48'18" EAST, 33.07 FEET; THENCE SOUTH 0°23'58" WEST, 24.06 FEET TO THE NORTH LINE OF THE SOUTH 66.00 FEET OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER; THENCE SOUTH 83°12'37" WEST ALONG SAID NORTH LINE, 631.01 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.03 ACRES (1,362 SQUARE FEET).

PROPERTY IS SUBJECT TO ANY 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 April 6, 2015, this City Council held a duly-noticed meeting to consider the application for Plat-of-Survey (POS-002612-2015) and;

WHEREAS, the West Des Moines City Council adopted a resolution which approved the Plat-of-Survey at their meeting on April 6, 2015, subject to any conditions of approval, and;

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 April 6, 2015, or as amended orally at the City Council meeting of April 6, 2015, are adopted.

SECTION 2. Plat-of-Survey, (POS-002612-2015) is approved, subject to compliance with all the conditions in the staff report, dated April 6, 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-002612-2015) 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 April 6, 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 April 6, 2015, among other proceedings, Roll Call No. _____ approved said Plat-of-Survey on April 6, 2015, and released said Plat-of-Survey for recordation.

Ryan T. Jacobson
City Clerk

IN WITNESS WHEREOF, I have hereunto set my hand this 6th day of April, 2015.

Steven K. Gaer
Mayor

ATTEST:

Ryan T. Jacobson
City Clerk

**EXHIBIT A:
CONDITIONS OF APPROVAL**

The applicant acknowledging and agreeing that all public improvements associated with development of the parcel, including but not limited to construction of public streets adjacent to the property, sidewalks, streetlights, and utilities will need to be constructed or appropriate surety provided therefore in conjunction with the physical development of the approximately 13 acre parcel being created through this Plat-of-Survey.

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

ITEM: Resolution to Approve Contract with
West Des Moines Association of Professional
Fire Fighter – EMT-Paramedics and EMT-Basics,
Local 3586

DATE: April 6, 2015

FINANCIAL IMPACT: Emergency Medical Services Department Salaries and Benefits Line Items for FY15/16 at a cost of approximately \$66,817 for the first year of the Agreement, \$71,534 for the second year of the Agreement and \$73,119 for the third year of the Agreement. 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 - EMT-Paramedic and EMT-Basics, Local 3586 on March 16, 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 24, 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 2.5% for all union employees for each of the three years of the Agreement.

The Agreement stipulates an increase of \$0.50/hour in Acting Officer Pay and an additional \$1.00/hour for Acting Lead Medic pay.
2. **Insurance** The Agreement provides a change of an additional 1% in the employee's monthly premium contribution rate of 5% for single coverage for each year of the contract. The family monthly premium contribution remains unchanged at 11%.
3. **Paid Time Off** The Agreement provides for 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 - EMT-Paramedic and EMT-Basics 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>Jh</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 - EMT-PARAMEDIC AND EMT-BASICS LOCAL 3586

WHEREAS, City staff has negotiated in good faith with members of the West Des Moines Association of Professional Fire Fighters - EMT-Paramedic and EMT-Basics 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 - EMT-Paramedic and EMT-Basics 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 - EMT-Paramedic and EMT-Basics 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 April, 2015.

Steven K. Gaer, Mayor

ATTEST:

Ryan Jacobson, City Clerk

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

Date: April 6, 2015

ITEM: Aspire, South of Stagecoach Drive between S. Jordan Creek Parkway and S. 68th Street/Galleria Drive – Vacate excess right-of-way at the driveway turnouts on the south side of Stagecoach Drive – Aspire Residential, LLC (Signature Real Estate Services, Inc.) – VAC-002590-2015

MOTION: Refer to Plan and Zoning Commission

FINANCIAL IMPACT: Undetermined.

BACKGROUND: The applicant, Aspire Residential, LLC, is requesting to vacate excess right-of-way at the driveway turnouts constructed on the south side of Stagecoach Drive, for property known as Outlot Y of Roger’s Farm and being developed as the Aspire multi-family residential, located south of Stagecoach Drive between S. Jordan Creek Parkway and S. 68th Street/Galleria Drive.

At this time the petitioner is requesting the City Council initiate a vacation request and refer it to the Plan and Zoning Commission for their review and recommendation. The initiation of the vacation request by the City Council does not indicate support or opposition to the preliminary plat/site plan 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 Vacation Request for Aspire (Outlot Y of Roger’s Farm) and forward it to the Plan and Zoning Commission for their review and recommendation.

Lead Staff Member: Brian Portz, Planner *BP*

Staff Reviews:

Department Director	<i>JA</i>
Appropriations/Finance	
Legal	<i>RTG</i>
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)

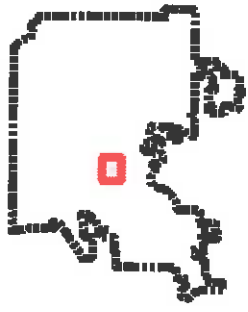
Committee	Development & Planning City Council Subcommittee		
Date Reviewed	February 12, 2015		
Recommendation	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Split <input type="checkbox"/>

ATTACHMENTS:

Exhibit I - Location Map



Aspire



Legend

- Parcels
- Parks
- Greenways



1: 6,000



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

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

ITEM: Eric Branstad - Resignation from
Library Board of Trustees - Receive and File

DATE: April 6, 2015

FINANCIAL IMPACT: None

BACKGROUND: Eric Branstad has submitted a letter of resignation from the Library Board of Trustees, effective immediately. The Mayor and City Council appreciate the time he has devoted to the Board.

OUTSTANDING ISSUES (if any): None

RECOMMENDATION:

Receive and File Letter of Resignation.

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	

From: Eric Branstad
Sent: Monday, March 30, 2015 4:20 PM
To: Jacobson, Ryan
Subject: Re: West Des Moines Library Board

Ryan,

I regretfully need to submit my resignation as a West Des Moines Library Trustee. An opportunity arose to purchase a home in a neighborhood on the West side of Des Moines - 12 blocks East of West Des Moines city limits. It is with an aching heart that I can no longer call myself a West Des Moines resident! I have appreciated and enjoyed very much serving on the Library Board.

Thank you
Eric Branstad