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 <u>all</u> 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: _____ ***Date:*** 2-23-15

Tom Hadden, City Manager

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.

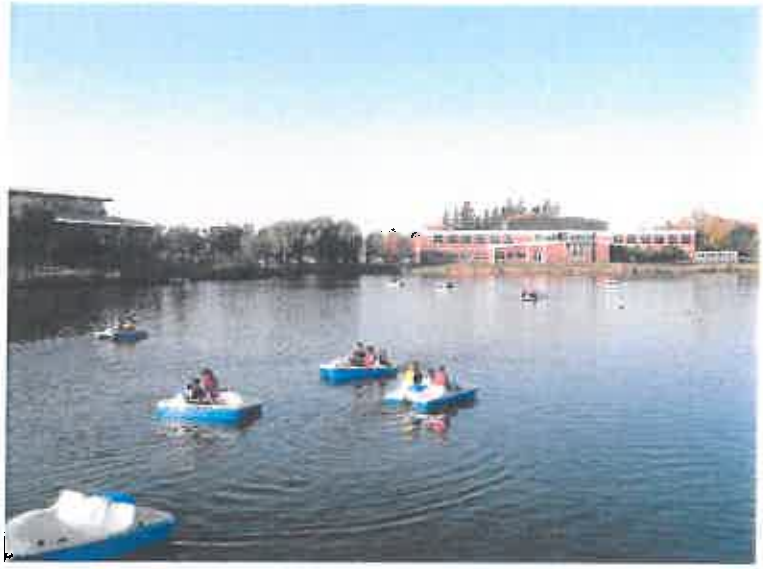
Due to the presence of several City and School facilities within the watershed, great opportunities for education exist. These may include everything from small neighborhood events to a program that touches every elementary student at Jordan Creek Elementary, a reading club at the Library focusing on

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:

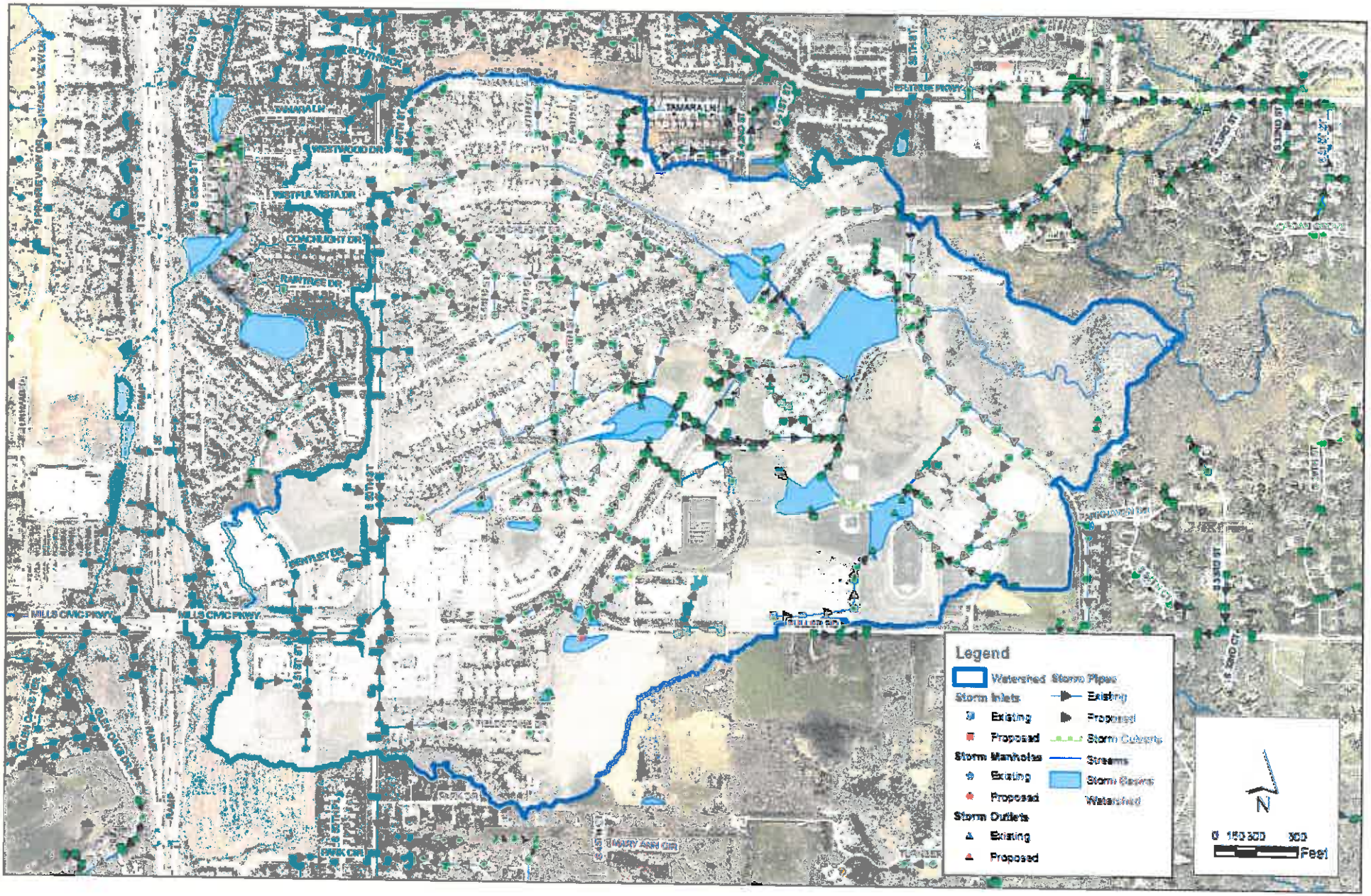
Timeframe	Educational Effort	Potential Reach
April/May 2015	Introductory mailing to residents of the watershed to inform them of the project and to provide them with simple ideas to implement on their own	583 single family households 175 townhome households 39 non-residential properties
May 2015	Distribute 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



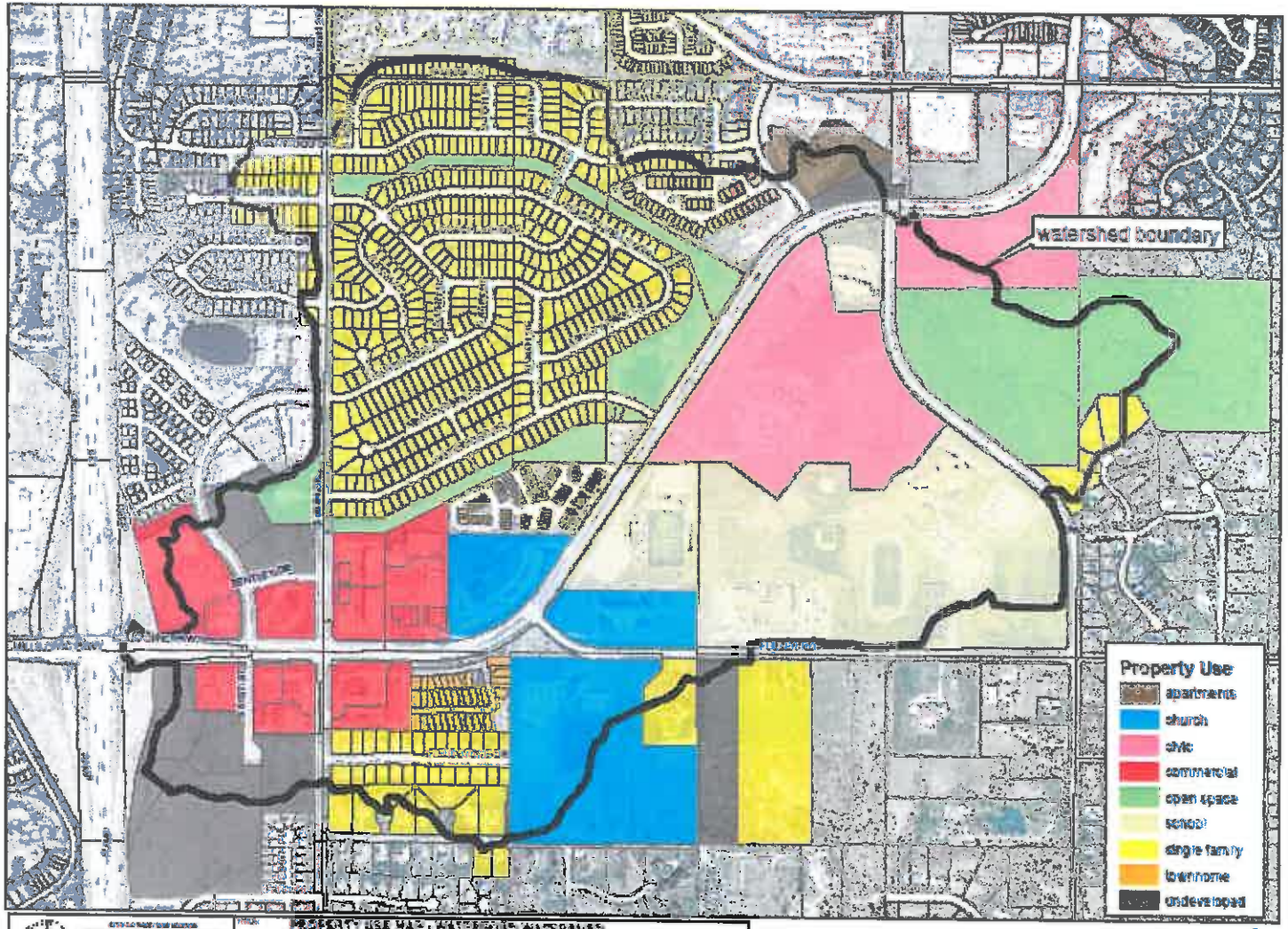
ATTACHMENT A

Watershed Map


Legend
Watershed
Storm Inlets
Existing
Proposed
Storm Manholes
Existing
Proposed
Storm Outlets
Existing
Proposed
Storm Pipes
Existing
Proposed
Storm Culverts
Streams
Storm Basins
Watershed
N
0 150 300 600
Feet
TAMARA LN
WESTWOOD DR
WISTFUL VISTA DR
COACHLIGHT DR
RAINTREE DR
MILLS CIVIC PKWY
MARY ANN CIR
PARKHAVEN DR

ATTACHMENT B

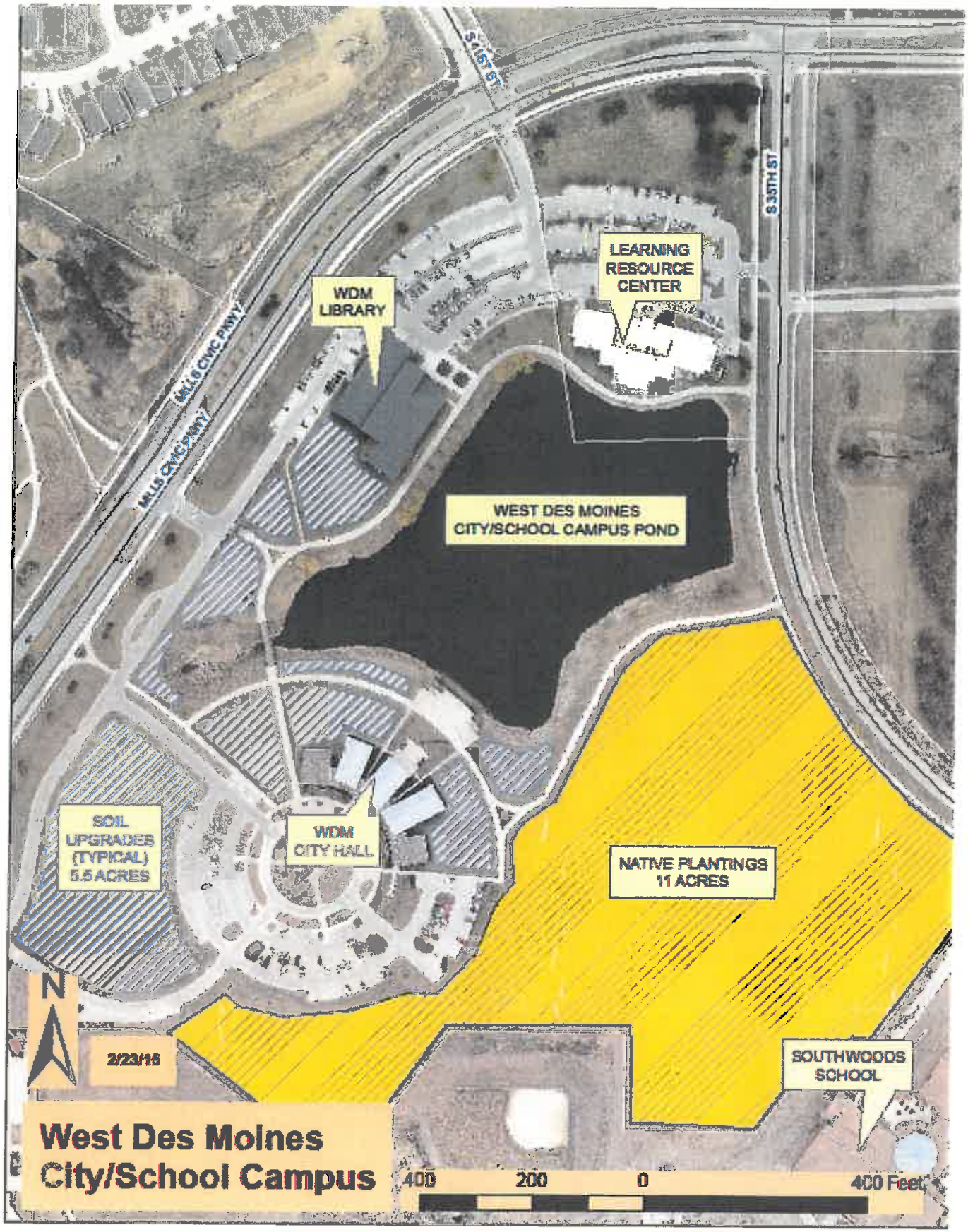
Property Use Map



	PROPERTY USE MAP - WATERSHED WATERSHED			
	WEST SIDE WSD-03			
	MAA	2/10/2015	NA	1 of 1

ATTACHMENT C

Program Component Plan


S 51ST ST
S 55TH ST
MILLS CIVIC PKWY
MILLS CIVIC PKWY
LEARNING RESOURCE CENTER
WDM LIBRARY
WEST DES MOINES CITY/SCHOOL CAMPUS POND
SOIL UPGRADES (TYPICAL) 5.5 ACRES
WDM CITY HALL
NATIVE PLANTINGS 11 ACRES
SOUTHWOODS SCHOOL
N
2/23/15
West Des Moines City/School Campus
400 200 0 400 Feet

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 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	NAYS	ABST.	ABSENT
THEVILLOUX				✓
NICHOLSON	✓			
TRIMBLE	✓			
MESSERSCHMIDT	✓			
SWANGER	✓			

MOTION BY Messerschmidt
SECOND BY Swanger
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

Tom Hadden
City Manager

ATTACHMENT E

IDNR Letter of Support

Fields of Opportunities

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,

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	