## CITY OF WEST DES MOINES

## **COUNCIL AGENDA**

**date:** June 15, 2015 **time:** 5:30 P.M.

CITY MANAGER.....TOM HADDEN
CITY ATTORNEY.....RICHARD SCIESZINSKI
CITY CLERK.....RYAN JACOBSON

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

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

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

- a. Swearing in of Police Officer David Johnson
- b. Presentation of Police Department Lifesaving Awards Officers Jason Lichty, Chelsea Dexter, Andrew Hofbauer, Brody Moore, and Joseph Curtis

## 4. Consent Agenda

- a. Motion Approval of Minutes of June 1, 2015 Meeting
- b. Motion Approval of Bill Lists
- c. Motion Approval of Liquor Licenses:
  - Drury Development Corporation d/b/a Drury Inn & Suites, 5505 Mills Civic Parkway - Class LB Liquor License with Sunday Sales - Renewal
  - 2. El Tapatio, LLC d/b/a El Tapatio, 3751 EP True Parkway Class LC Liquor License with Sunday Sales New
  - Hy-Vee, Inc. d/b/a Hy-Vee Market Grille #4, 555 South 51<sup>st</sup> Street (Grille Area) - Class LC Liquor License with Sunday Sales - New
  - Kum & Go, LC d/b/a Kum & Go #97, 196 South 50<sup>th</sup> Street
     Class LE Liquor License with Carryout Wine, Carryout Beer, and Sunday Sales - Renewal
  - Maxie's Enterprises, LLC d/b/a Maxie's Restaurant & Lounge, 1311 Grand Avenue - Class LC Liquor License with Sunday Sales - Renewal
  - 6. OTB Acquisition, LLC d/b/a On The Border, 140 South Jordan Creek Parkway Class LC Liquor License with Sunday Sales and Outdoor Service Renewal
  - 7. P. F. Chang's China Bistro, Inc., d/b/a P. F. Chang's China Bistro, 110 South Jordan Creek Parkway Class LC Liquor License with Sunday Sales and Outdoor Service Renewal

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- 8. Pragathi International, LLC d/b/a Persis Indian Grill, 6925 Mills Civic Parkway, Suite 142 Class BW Permit with Native Wine and Sunday Sales New
- 9. Walnut Brewery, Inc. d/b/a Rock Bottom Brewery, 4508 University Avenue - Class LC Liquor License Extension of Outdoor Service - June 23, 2015
- Team United Roller Derby d/b/a Team United Roller Derby,
   2019 Grand Avenue (Skate West) 5-Day Class BB Permit for Event on June 20, 2015 New
- d. Motion Approval of Cigarette Permits
- e. Motion Approval of Lane Closure(s) for Special Events:
  - Independence Day Parade, July 3, 2015
     Flatland Kids Triathlons, July 12, 2015
  - 2. Flatland Kids Triathlons, July 12, 2015
- f. Motion Approval of Appointment Human Services Advisory Board
   g. Motion Approval to Sell Surplus City Equipment
- h. Motion Approval of Change Order #2 Ashworth Road Low Pressure Sewer
- i. Resolution Approval of Addressing Various Locations within City Limits
- j. Resolution Approving Compensation City Manager
- k. Resolution Approval of Supplemental Agreement Alluvion Fiber Interconnect Red Route
- Resolution Acceptance of Iowa Clean Air Attainment Program (ICAAP) Funds
   Adaptive Traffic Signal Controls on 50<sup>th</sup> Street and 60<sup>th</sup> Street
- m. Resolution Order Preparation of Plans and Specifications Valley View Park Basketball Courts
- n. Resolution Accept Work Pine Avenue Improvements South 8<sup>th</sup> Street to East Corporate Limits
- o. Resolution Approval of 28E Agreements:
  - 1. South 8<sup>th</sup> Street Improvements County Line Road to Pine Avenue
  - 2. Suburban Emergency Response Team ("SERT")
- p. Resolution Approval of Professional Services Agreement Law Enforcement Center Roof Replacement
- q. Resolution Approval of Purchase Agreement and Easement Fox Creek Sanitary Sewer Improvements, Phase 2
- r. Resolution Approval and Acceptance of Purchase Agreements and Property Ashworth Road Trail
- s. Resolution Dismissal of Public Hearing Acquisition of Agricultural Property South 8<sup>th</sup> Street County Line Road to Pine Avenue

## 5. Old Business

- a. 7920, 8120, and 8180 Ashworth Road and Undeveloped Property Immediately South of 8220 Ashworth Road (not including 8220 Ashworth Road) - Consistency Zone approx. 10.7 acres to Single Family Residential and Rezone approx. 3.5 acres from RS-20 to R-1 - City Initiated
  - 1. Ordinance Approval of Second, Third Readings and Final Adoption

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

a. Jordan West, southwest corner of EP True Parkway and Jordan Creek Parkway - Amend the Specific Plan Ordinance to Modify Development Regulations in Alignment with New Development Plan - Ryan Companies US, Inc. (Continued from June 1, 2015)

- 1. Ordinance Approval of First Reading
- b. Grand Lakes, north and west of Grand Avenue across from the Raccoon River Park Entrance Amend the Comprehensive Plan Land Use Designations for the Undeveloped Property in the Eight Ways Planned Unite Development (PUD) and Amend the Eight Ways PUD to Reconfigure PUD Parcels, Zone PUD Parcels Consistent with the Amended Comprehensive Plan, Define Development Regulations for Undeveloped Parcels, Detail Detention Basin Improvements, and Change the Name of the PUD to Grand Lakes Diligent Grand Ave. 67, LLC (Continued from June 1, 2015)
  - 1. Resolution Approval of Comprehensive Plan Amendment
  - 2. Ordinance Approval of First Reading
- Whisper Rock at Quail Cove, 5200 block of Cherrywood Drive Rezone Property from Medium Density Residential to Single Family Residential - Prairie Building and Development, LLC
  - 1. Ordinance Approval of First Reading
- d. 22<sup>nd</sup> Street and Kingman Avenue Turn Lane Extension City Initiated
  - 1. Resolution Approval of Plans and Specifications
  - 2. Motion Receive and File Report of Bids
  - 3. Resolution Award Contract

## 7. New Business

- Aspire, south of Stagecoach Drive, east of Jordan Creek Parkway, west of South 68<sup>th</sup> Street - Subdivide Property into 26 Lots and One Street Lot - Aspire Residential, LLC
  - 1. Resolution Acceptance of Surety and Approval and Release of Final Plat
- Maple Grove West Plat 6, 1655 98<sup>th</sup> Street Subdivide Property into 48 Lots for Townhome Development and One Outlot for Common Ground - Rock Equity Holdings, LLC
  - 1. Resolution Approval and Release of Final Plat
- c. Pemberley Hills Plat 1, generally located on the southwest corner of Colt Drive and 60<sup>th</sup> Street Subdivide Property into 41 Single Family Lots, Six Street Lots, and Two Outlots for Detention Barnes Estates, LLC
  - 1. Resolution Acceptance of Public Improvements and Approval and Release of Final Plat
- d. Aspen Valley, southeast corner of Ashworth Road and future 84<sup>th</sup> Street Subdivide Property into 60 Lots, Four Street Lots, and Three Outlots for Construction of a Single Family Residential Development Arrow Properties, LLC
  - 1. Resolution Approval of Preliminary Plat

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e. Amendment to City Code - Title 6 (Motor Vehicles and Traffic), Chapter 4 (Traffic Control Devices) and Chapter 5 (Rules of the Road) - Align with Applicable Iowa Code Provisions - City Initiated

- 1. Ordinance Approval of First Reading
- f. Amendment to City Code Title 6 (Motor Vehicles and Traffic), Chapter 9 (Traffic Schedules), Section 12 (Load Limits; Truck Routes) Motor Vehicle Weight Restrictions for Roadways Not Designated as Truck Routes; Penalties City Initiated
  - 1. Ordinance Approval of First Reading

## 8. Receive, File and/or Refer

- S & F/Karp, northeast corner of South 41<sup>st</sup> Street and Mills Civic Parkway Amend Planned Unit Development (PUD) to Address Development Regulations Highgates Plaza, LLC (Refer to Plan and Zoning Commission)
- b. Lisa Schneider Resignation Human Services Advisory Board
- 9. Other Matters

## CITY COUNCIL WORKSHOP

(immediately follows Council meeting)

- 1. Rental of Residential Homes for Lodging
- 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.

West Des Moines City Council Proceedings Monday, June 1, 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, June 1, 2015 at 5:30 PM. Council members present were: J. Mickelson, R. Messerschmidt, J. Sandager, K. Trevillyan, and R. Trimble.

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

Vote 15-200: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes Motion carried.

## On Item 2. Public Forum:

Linda Robel, 9075 Linda's Lane, stated the appraisal for the excess right-of-way she is purchasing from the City indicated it considered future sewer and water service for the property. She inquired when sewer and water service would be made available to that property. She also requested to see the contract regarding the purchase.

City Attorney Scieszinski provided Ms. Robel with a printed correspondence that had previously been provided to Ms. Robel's attorney, which contained answers to her questions.

Kris Buldhaupt, 6008 Ashworth Road, began to address the Council regarding the proposed Barnes Heights Sanitary Sewer Connection Fee District.

Mayor Gaer stated the Council intends to vote against the proposed Barnes Heights Sanitary Sewer Connection Fee District tonight and does not plan to reconsider it in the future unless it is desired by a majority of the property owners.

Mr. Buldhaupt presented a petition signed by 13 of the 18 residents in the proposed Barnes Heights Sanitary Sewer Connection Fee District that are opposed to the creation of the district at this time.

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

Council member Trimble reported he participated in a meeting with City staff and the West Des Moines Community School District to address parking issues during high school football games at Valley Stadium, and the group reached a consensus to allow overflow parking on the grass area owned by the school district.

Council member Messerschmidt reported he attended a meeting of the Public Works Subcommittee, where a report was given on FEMA's reevaluation of floodplains, and he attended the Sister Cities Commission dinner with representatives from China. He also reported the Public Arts Advisory Commission has established the Trail Art Selection Committee.

City Manager Tom Hadden reported the City of West Des Moines has received an Environmental Impact award from the Metro Waste Authority, and he invited Public Works Director Bret Hodne to share further information on that award.

Bret Hodne, Public Works Director, reported the City of West Des Moines received the Environmental Impact Award for the Public Works Department's practices that promote environmental stewardship, including minimizing the volume of salt used for snow and ice control, the conversion of asphalt millings into aggregate for unimproved roads, and the implementation of traffic adaptive signals.

## On Item 4. Consent Agenda.

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

- a. Approval of Minutes of May 18, 2015 Meeting
- b. Approval of Bill Lists
- c. Approval of Liquor Licenses:
  - 1. Bambino's Restaurant, Inc. d/b/a Bambino's Restaurant, 2025 Grand Avenue Class LC Liquor License with Sunday Sales Renewal
  - 2. BBMG Mills Civic Parkway, LLC d/b/a Draught House 50 (f/k/a Bang Bang Mongolian Grill), 6420 Mills Civic Parkway Class LC Liquor License with Sunday Sales and Outdoor Service Renewal
  - 3. Hy-Vee, Inc. d/b/a Hy-Vee Food Store #1, 1700 35th Street Class LE Liquor License with Carryout Wine, Carryout Beer and Sunday Sales Renewal
  - 4. Eat Thai, LLC d/b/a King and I Thai Cuisine, 1821 22nd Street, #103 Class BW Permit with Sunday Sales New
  - Kum & Go, LC d/b/a Kum & Go #8, 1293 8th Street Class LE Liquor License with Carryout Wine, Carryout Beer, and Sunday Sales - Renewal
  - 6. Kum & Go, LC d/b/a Kum & Go #50, 745 South 51st Street Class LE Liquor License with Carryout Wine, Carryout Beer, and Sunday Sales Renewal
  - 7. Kum & Go, LC d/b/a Kum & Go #74, 141 South Jordan Creek Parkway Class LE Liquor License with Carryout Wine, Carryout Beer, and Sunday Sales Renewal
  - 8. Kum & Go, LC d/b/a Kum & Go #2091, 5969 Ashworth Road Class LE Liquor License with Carryout Wine, Carryout Beer, and Sunday Sales Renewal
  - 9. Conrado Corporation d/b/a Taco Andreas 3, 1250 8th Street Class LC Liquor License with Sunday Sales and Outdoor Service Renewal

- Target Corporation d/b/a Target Store T-1901, 5405 Mills Civic Parkway Class
   LE Liquor License with Carryout Wine, Carryout Beer, and Sunday Sales Renewal
- 11. Kwik Trip, Inc. d/b/a Tobacco Outlet Plus #506, 1540 22nd Street Class BC Beer Permit with Native Wine and Sunday Sales Renewal
- 12. Walgreen Co. d/b/a Walgreens #6623, 1660 22nd Street Class LE Liquor License with Carryout Wine, Carryout Beer, and Sunday Sales Renewal
- 13. Walgreen Co. d/b/a Walgreens #6677, 4900 Mills Civic Parkway Class LE Liquor License with Carryout Wine, Carryout Beer, and Sunday Sales Renewal
- 14. Walgreen Co. d/b/a Walgreens #6678, 1999 Grand Avenue Class LE Liquor License with Carryout Wine, Carryout Beer, and Sunday Sales Renewal
- Wal-Mart Stores, Inc. d/b/a Wal-Mart Supercenter #3762, 6365 Stagecoach Drive
   Class LE Liquor License with Carryout Wine, Carryout Beer and Sunday Sales
   Renewal
- 16. The Wine Experience at Jordan Creek d/b/a The Wine Experience at Jordan Creek, 101 Jordan Creek Parkway, Suite 12518 Six-Month Class BW Permit with Sunday Sales and Outdoor Service New
- d. Approval of Extended Sound Permits:
  - 1. Cabaret West Glen, 560 South Prairie View Drive, Suite 105 June 5, July 24, and September 18, 2015
  - 2. Nature Lodge Wedding, June 20, 2015
  - 3. Valley Junction Independence Day Celebration, July 3, 2015
- e. Approval of Appointments:
  - 1. Human Services Advisory Board
  - 2. Library Board of Trustees
- f. Approval of Orders for Violations of Alcohol Law
- g. Approval of License Agreement ESRI
- h. Approval of Memorandum of Understanding Central Iowa Code Consortium
- i. Order Construction:
  - 1. Holiday Park Baseball Field Improvements, Phase 3
  - 2. 22nd Street and Kingman Avenue Turn Lane Extension
- j. Accept Work:
  - 1. 2014 HMA Resurfacing Program
  - 2. 139 6th Street Fiber Optic Connection Project
- k. Approval of Agreement for Traffic Safety Improvement Program Funding
- 1. Approval of 28E Agreements:
  - 1. Mutual Aid for Polk County Fire/Rescue Services
  - 2. Amended 28E Agreement Joint Maintenance of Corporate Line Roads Warren County
- m. Approval of Professional Services Agreements:
  - 1. 2015 Federal Bridge Inspections
  - 2. South Grand Prairie Parkway Grading and Paving Raccoon River Drive to Madison Avenue

- 3. South Grand Prairie Parkway Bridge over the Raccoon River
- n. Approval of Railroad Construction Agreement Grand Avenue Improvements Phase 5 Raccoon River Park to South 35th Street
- o. Approval and Acceptance of Purchase Agreements and Property Ashworth Road Trail

Vote 15-201: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes Motion carried.

On Item 5(a) Village of Ponderosa, east of South 60th Street at Village View Drive - Amend the Specific Plan Ordinance to Align with New Development Concept, initiated by LENC, LLC

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

Vote 15-202: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes Motion carried.

The City Clerk read the preamble to the ordinance.

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

Vote 15-203: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes Motion carried.

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

Vote 15-204: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes Motion carried.

On Item 5(b) Amendment to City Code - Title 6 (Motor Vehicles and Traffic), Chapter 9 (Traffic Schedules), Section 3 (Special Stops Required) - Intersection of 63rd Street and Orchard Drive and Intersection of 65th Street and Orchard Drive, initiated by the City of West Des Moines

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

Vote 15-205: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes Motion carried.

The City Clerk read the preamble to the ordinance.

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

Vote 15-206: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes Motion carried.

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

Vote 15-207: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes Motion carried.

On Item 5(c) Amendment to City Code - Title 6 (Motor Vehicles and Traffic), Chapter 9 (Traffic Schedules), Section 5 (No Parking Zones) - West Side of 13th Street, from Locust Street to Walnut Street, initiated by the City of West Des Moines

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

Vote 15-208: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes Motion carried.

The City Clerk read the preamble to the ordinance.

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

Vote 15-209: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes Motion carried.

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

Vote 15-210: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes Motion carried.

On Item 5(d) Barnes Heights Sanitary Sewer Connection Fee District, generally located south of Ashworth Road and west of 60th Street, initiated by the City of West Des Moines

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

Vote 15-211: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 no Motion failed.

On Item 6(a) Jordan West, southwest corner of EP True Parkway and Jordan Creek Parkway - Amend the Specific Plan Ordinance to Modify Development Regulations in Alignment with New Development Plan, initiated by Ryan Companies US, Inc.

Mayor Gaer noted staff is recommending the Council continue the Public Hearing to June 15, 2015.

It was moved by Trimble, second by Messerschmidt to adopt Motion - Continue Public Hearing to June 15, 2015.

Vote 15-212: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes Motion carried.

On Item 6(b) Grand Lakes, west side of Grand Avenue at Raccoon River Park Entrance - Amend the Comprehensive Plan Land Use Designations for the Eight Ways PUD Parcel B from Support Commercial to Neighborhood Commercial, PUD Parcel C from High Density Residential to Medium Density Residential and Single Family Residential, PUD Parcel E from Low Density Residential to Single Family Residential, and Change Parcel I from Low Density Residential to Single Family Residential and Amend the Eight Ways PUD to Zone the Parcels Consistent with the Comprehensive Plan, Define Development Regulations for Undeveloped Parcels, Detail Detention Basin Improvements, and Change the Name of the PUD to Grand Lakes, initiated by Diligent Grand Ave. 67, LLC

Mayor Gaer noted staff is recommending the Council continue the Public Hearing to June 15, 2015.

It was moved by Trimble, second by Messerschmidt to adopt Motion - Continue Public Hearing to June 15, 2015.

Vote 15-213: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes Motion carried.

On Item 6(c) Mayor Gaer indicated this was the time and place for a public hearing to consider 7920, 8120, and 8180 Ashworth Road and Undeveloped Property Immediately South of 8220 Ashworth Road (not including 8220 Ashworth Road) - Amend Comprehensive Plan Land Use Map to Change approx. 10.7 acres from Office to Single Family Residential and Consistency Zone the Property to Single Family Residential and Rezone approx. 3.5 acres from RS-20 to R-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 May 26, 2015 in the Des Moines Register. Mayor Gaer asked if any written comments had been received. The City Clerk stated on a vote of 7-0, the Plan and Zoning Commission recommended City Council approval of the proposed Comprehensive Plan Amendment and Rezoning Request.

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

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

Vote 15-214: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes Motion carried.

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

Vote 15-215: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes Motion carried.

The City Clerk read the preamble to the ordinance.

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

Vote 15-216: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes Motion carried.

On Item 6(d) Mayor Gaer indicated this was the time and place for a public hearing to consider Former Stagecoach Right-of-Way - Sale and Conveyance of Property, initiated by Aspire Residential, LLC. He asked for the date the notice was published and the City Clerk indicated the notice was published on May 28, 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 Sandager to adopt Resolution - Approval of Sale and Conveyance Property.

Vote 15-217: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes Motion carried.

On Item 6(e) Mayor Gaer indicated this was the time and place for a public hearing to consider Former 98th Street Right-of-Way - Sale and Conveyance of Property, initiated by Maple Grove West, LLC. He asked for the date the notice was published and the City Clerk indicated the notice was published on May 28, 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 Messerschmidt, second by Sandager to adopt Resolution - Approval of Sale and Conveyance Property.

Vote 15-218: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes Motion carried.

On Item 6(f) Mayor Gaer indicated this was the time and place for a public hearing to consider Grand Prairie Parkway Interchange at I-80, 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 May 22, 2015 in the Des Moines Register. Mayor Gaer asked if any written comments had been received. The City Clerk stated none had been received.

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

It was moved by Sandager, second by Trevillyan to adopt Resolution - Approval of Acquisition of Agricultural Property.

Vote 15-219: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes Motion carried.

On Item 6(g) Mayor Gaer indicated this was the time and place for a public hearing to consider Grand Avenue Improvements, Phase 5 - Raccoon River Park to South 35th Street, 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 May 15, 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 Corell Contractors, Inc. Subject to Concurrence from the Iowa Department of Transportation

Vote 15-220: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes Motion carried.

On Item 6(h) Mayor Gaer indicated this was the time and place for a public hearing to consider Alluvion Yellow Fiber Route, 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 May 22, 2015 in the Des Moines Register. Mayor Gaer asked if any written comments had been received. The City Clerk stated none had been received.

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

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

Vote 15-221: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes Motion carried.

On Item 7(a) Kings Valley Subdivision Plat 2, 6135 Beechtree Drive - Replat of Lot 30, Kings Valley Subdivision Plat 1 to Incorporate Additional Ground, initiated by Davis Estates, Ltd.

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

Vote 15-222: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes Motion carried.

On Item 7(b) Grand Valley Plat 1, northeast corner of South 35th Street and Grand Avenue - Plat Property into 21 Single Family Lots, 17 Outlots, and Two Street Lots, initiated by CRVP, LLC

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

- 1. Prior to initiation of any site activity, including grading, the applicant providing final drawings which addresses staff comments.
- 2. Prior to any grading or site work, a copy of the Storm Water NPDES General Permit No. 2, authorized by the Iowa Department of Natural Resources, shall be submitted to either the Chief Building Official.
- 3. The applicant executing appropriate legal documents requiring the sale of the associated outlot adjacent to lots 10 through 20 with the main dwelling lot, restricting the sale of the main lot separate from the outlot, and binding responsibilities for maintenance to the associated lot or an established association.
- 4. The applicant including a note on the Final Plat indicating that no structures which could impact storm water management measures of the outlot or impede water flow/drainage, including but not limited to, sheds, gazebos, solid fences, and play structures, be located within the outlot.

- 5. The applicant receiving City approval of Public Improvement Construction Plans for all public improvements prior to initiation of construction. Additionally, the applicant acknowledging that public improvements must be constructed and accepted by the city prior to issuance of any occupancy permits, including temporary occupancy permits for any dwelling within the plat.
- 6. The applicant acknowledging that the outlots indicated for future development will need to be replatted through the City's Preliminary and Final Plat Subdivision process prior to development of any kind, including grading activities. Applicant acknowledging that the associated Final Plat must be approved by the City and recorded with the County prior to the issuance of any building permits, including footing and foundation permits for any lot within the plat.
- 7. Applicant providing suitable access roads to the satisfaction of the City's Fire Marshal prior to issuance of any building permits for above ground construction.

Vote 15-223: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes Motion carried.

On Item 7(c) West Lakes Office Park Plat 14, southwest corner of University Avenue and 71st Street - Plat Property into Two Lots for Commercial Development, Two Street Lots and One Outlot for Detention, initiated by Hy-Vee, Inc.

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

- 1. Prior to initiation of any site activity, including grading, the applicant provide final drawings which addresses staff comments.
- 2. Applicant acknowledging that the associated Final Plat must be approved by the City and recorded with the County prior to the issuance of any building permits, including footing and foundation permits for any lot within the plat.
- 3. Applicant providing suitable access roads to the satisfaction of the City's Fire Marshal prior to issuance of any building permits for above ground construction.

Vote 15-224: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes Motion carried.

On Item 7(d) Platinum Pointe Townhomes (f/k/a Whisper Ridge Townhomes), southwest corner of Bridgewood Boulevard and South 88th Street - Subdivide Property into 66 Postage Stamp Lots, Two Street Lots, and One Outlot for Common Use and Storm Water Detention and Allow

Construction of a 66-unit Townhome Development, initiated by Hale Development Company, LLC

It was moved by Trimble, second by Sandager to adopt Resolution - Approval of Preliminary Plat/Site Plan, subject to the applicant complying with all applicable City Code requirements and the following conditions of approval:

- 1. The applicant agreeing to implement enhanced architecture on those building facades that have been identified to be highly visible.
- 2. The applicant agreeing to vary the design, style and colors of adjacent units so as to avoid duplication of same units adjacent to one another.
- In compliance with the PUD, a minimum of five feet (5') as measured from the lot line of the postage stamp lot to the closest element of the dwelling building, including roof overhangs, bump outs, bay windows, etc. shall be provided; and In compliance with the PUD, a minimum fifteen foot (15') separation shall be provided between primary attached dwelling structures and between primary dwelling structures and accessory structures. Separation distance between structures shall be measured from the foundation of each structure/building. A minimum of five feet (5') of open space shall be provided between closest elements of structures (egress windows, window or fireplace bump-outs, decks, sunrooms, patios, roof overhangs, etc.). All components of the structure, including foundations shall be located entirely within the lot's boundary. (Condition modified by the Plan and Zoning Commission at the meeting.)
- 4. The applicant acknowledging that the public improvements associated with the adjacent streets (S88th Street and Rockwood Lane/Coachlight Drive), as well as public sidewalks and streetlights, will need to be completed prior to the issuance of any Final Occupancy permits.

Vote 15-225: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes Motion carried.

On Item 8(a) Bridgewood Drive Vacation, north end of Bridgewood Drive - Vacate that Portion of Bridgewood Drive Located North of Beechtree Lane - Ryan Companies US, Inc. - Referred to Plan and Zoning Commission

On Item 9 - Other Matters: none

The meeting was adjourned at 6:00 p.m.

Respectfully submitted,	
Ryan T. Jacobson, CMC City Clerk	
ATTEST:	
Steven K. Gaer, Mayor	

## 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	06/11/2015	\$2,251,934.08			
	Claim Listing Date	Total \$ Amount			
EFT Claims	06/11/2015	\$355,612.81			
	Claim Listing Date	Total \$ Amount			
Control Pay	06/11/2015	\$632,528.16			
	Claim Listing Date	Total \$ Amount			
End of Month	05/30/2015	\$34,325.38			
	Claim Listing Date	Total \$ Amount			
Manual Check	06/11/2015	\$400,914.18			
	Claim Listing Date	Total \$ Amount			

Approved by the West Des Moines ( 2015	City Council this <u>15th</u> day of <u>June</u>
2015	
	Tim Stiles, Finance Director
	Tim Onles, Finance Director
	Tom Hadden, City Manager
ATTEST:	Steven K. Gaer, Mayor
Ryan Jacobson, City Clerk	
Finance and Administration Comm expenditures:	ittee acknowledgement of disbursement of
Russ Trimble, Councilmember	Jim Sandager, Councilmember
John Mickelson (alternate)	

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ITEM: Approval

Approval of Liquor Licenses

**DATE:** June 15, 2015

FINANCIAL IMPACT: None

**BACKGROUND:** In accordance with the lowa 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.

- Drury Development Corporation d/b/a Drury Inn & Suites, 5505 Mills Civic Parkway Class LB Liquor License with Sunday Sales - Renewal
- 2. El Tapatio, LLC d/b/a El Tapatio, 3751 EP True Parkway Class LC Liquor License with Sunday Sales New
- Hy-Vee, Inc. d/b/a Hy-Vee Market Grille #4, 555 South 51st Street (Grille Area) Class LC Liquor License with Sunday Sales - New
- 4. Kum & Go, LC d/b/a Kum & Go #97, 196 South 50th Street Class LE Liquor License with Carryout Wine, Carryout Beer, and Sunday Sales Renewal
- 5. Maxie's Enterprises, LLC d/b/a Maxie's Restaurant & Lounge, 1311 Grand Avenue Class LC Liquor License with Sunday Sales Renewal
- 6. OTB Acquisition, LLC d/b/a On The Border, 140 South Jordan Creek Parkway Class LC Liquor License with Sunday Sales and Outdoor Service Renewal
- 7. P. F. Chang's China Bistro, Inc., d/b/a P. F. Chang's China Bistro, 110 South Jordan Creek Parkway Class LC Liquor License with Sunday Sales and Outdoor Service Renewal
- Pragathi International, LLC d/b/a Persis Indian Grill, 6925 Mills Civic Parkway, Suite 142 -Class BW Permit with Native Wine and Sunday Sales - New
- Walnut Brewery, Inc. d/b/a Rock Bottom Brewery, 4508 University Avenue Class LC Liquor License Extension of Outdoor Service - June 23, 2015
- Team United Roller Derby d/b/a Team United Roller Derby, 2019 Grand Avenue (Skate West) - 5-Day Class BB Permit for Event on June 20, 2015 - New

**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

## STAFF REVIEWS

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

ITEM: Approval of Cigarette/Tobacco Licenses DATE: June 15, 2015

FINANCIAL IMPACT: None

**BACKGROUND:** Under Title III - Chapter 10, Cigarette Sales, the Council has the authority to issue cigarette permits for establishments located within the city limits of West Des Moines. All cigarette permits expire on June 30 of each year. Applications from the following establishments are on file in the City Clerk's office for review:

- 1. J & P Parking, d/b/a Beach Girls, 6220 Raccoon River Drive
- 2. MLC Holdings, LLC, d/b/a Blue Moon Dueling Piano Bar, 5485 Mills Civic Parkway
- 3. Bradley G. Lathrop, d/b/a Bradley's Pub, 1300 50th Street, Suite 203
- Cabaret West Des Moines, LLC, d/b/a Cabaret West Glen, 560 South Prairie View Drive, Suite 105
- 5. Casey's Marketing Co., d/b/a Casey's General Store #2150, 2125 Grand Avenue
- 6. Casey's Marketing Co., d/b/a Casey's General Store #2297, 108 8th Street
- 7. Casey's Marketing Co., d/b/a Casey's General Store #2824, 6630 Mills Civic Parkway
- 8. Casey's Marketing Co., d/b/a Casey's General Store #2923, 1850 22<sup>nd</sup> Street
- 9. Casey's Marketing Co., d/b/a Casey's General Store #3098, 125 Grand Avenue
- 10. For Dad, Inc., d/b/a Cattoors on Grand, 1306 Grand Avenue
- 11. Mohamed Ali, d/b/a Chicha Shack, 5435 Mills Civic Parkway, Suite 110
- 12. Christopher Thayer, d/b/a Club Herf, 5515 Mills Civic Parkway, Suite K-130
- 13. Git-N-Go Convenience Stores, Inc., d/b/a Git-N-Go Convenience Store #4, 1325 Grand Avenue
- 14. GOCC Investments, LLC, d/b/a Glen Oaks Country Club, 1401 Glen Oaks Drive
- 15. Rebecca J. Furman, d/b/a Great Alternatives II, 411 Railroad Place
- 16. Hy-Vee, Inc., d/b/a Hy-Vee Food Store #1, 1700 35th Street
- 17. Hy-Vee, Inc., d/b/a Hy-Vee Food Store #2, 1990 Grand Avenue
- 18. Hy-Vee, Inc., d/b/a Hy-Vee Food Store #3, 1725 Jordan Creek Parkway
- 19. Hy-Vee, Inc., d/b/a Hy-Vee Food Store #4, 555 South 51st Street
- 20. Hy-Vee, Inc., d/b/a Hy-Vee Drugstore, 1010 60th Street
- 21. Hy-Vee, Inc., d/b/a Hy-Vee Gas #3, 7280 University Avenue
- 22. Hy-Vee, Inc., d/b/a Hy-Vee Gas #4, 665 South 51st Street
- 23. Ingersoll Liquor & Beverage Co., d/b/a Ingersoll Wine Merchants, 1300 50th Street, Suite 200
- 24. Butterface, LLC, d/b/a The Keg Stand, 3530 Westown Parkway
- 25. Kum & Go, LC, d/b/a Kum & Go #8, 1293 8th Street
- 26. Kum & Go, LC, d/b/a Kum & Go #50, 745 South 51st Street, Suite 200
- 27. Kum & Go, LC, d/b/a Kum & Go #66, 5308 University Avenue
- 28. Kum & Go, LC, d/b/a Kum & Go #74, 141 South Jordan Creek Parkway
- 29. Kum & Go, LC, d/b/a Kum & Go #97, 196 South 50th Street
- 30. Kum & Go, LC, d/b/a Kum & Go #576, 3501 EP True Parkway
- 31. Kum & Go, LC, d/b/a Kum & Go #2035, 7265 Vista Drive
- 32. Kum & Go, LC, d/b/a Kum & Go #2091, 5969 Ashworth Drive
- 33. Sewa Singh, d/b/a Lovely Food Mart, 6630 Mills Civic Parkway, Suite 3110

- 34. Denis Y. Reed, d/b/a Pars and Cigars, 1401 22<sup>nd</sup> Street
- 35. Quik Trip Corporation, d/b/a Quik Trip #517, 1451 22<sup>nd</sup> Street
- 36. Donald Jeffrey Richman, d/b/a Richman Enterprises, LLC, 1272 8th Street
- 37. Stephanie Waheed & Abdul R. Jalali, d/b/a SA Petro Mart, 136 1st Street
- 38. Spencer Gifts, LLC, d/b/a Spencer Gifts Jordan Creek Town Center, 101 Jordan Creek Parkway, #2050
- 39. Spencer Gifts, LLC, d/b/a Spencer Gifts Valley West Mall, 1551 Valley West Drive
- 40. Boggs Properties, LLC, d/b/a Sully's Irish Pub, 110 Grand Avenue
- 41. Kwik Trip, Inc., d/b/a Tobacco Outlet Plus #506, 1540 22nd Street
- 42. Kwik Trip, Inc., d/b/a Tobacco Outlet Plus #565, 1220 Grand Avenue, #101
- 43. Riley Drive Entertainment I, Inc., d/b/a Tonic Bar, 5535 Mills Civic Parkway, Suite 105
- 44. Stu's Petroleum, LLC, d/b/a Valley West Corner Store, 1400 Valley West Drive
- 45. Fast Mart 2, LLC, d/b/a Vine Stop, 2704 Vine Street
- 46. Walgreen Co., d/b/a Walgreens #06623, 1660 22<sup>nd</sup> Street
- 47. Walgreen Co., d/b/a Walgreens #06677, 4900 Mills Civic Parkway
- 48. Walgreen Co., d/b/a Walgreens #06678, 1999 Grand Avenue
- 49. Wal-Mart Stores, Inc., d/b/a Walmart #3762, 6365 Stagecoach Drive

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

**RECOMMENDATION:** Motion to approve the issuance of cigarette permits in the City of West Des Moines.

Lead Staff Member: Ryan T. Jacobson, City Clerk	Lead	<b>Staff</b>	Member:	Ryan T.	Jacobson,	City Clerk
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RTG

## STAFF REVIEWS

<b>41701110</b>	
Department Director	Ryan T. Jacobson, City Clerk
Appropriations/Finance	Tim Stiles, Finance Director
Legal	
Agenda Acceptance	RTA
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ITEM: Approval of Special Event Lane Closures

Independence Day Parade

**DATE:** June 15, 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 Parks and Recreation is hosting the annual Independence Day parade on Friday, July 3, 2015. The route will require the temporary closure of the following arterial/collector streets:

- Valley West Drive (from Woodland Avenue 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 WDM Parks and Recreation

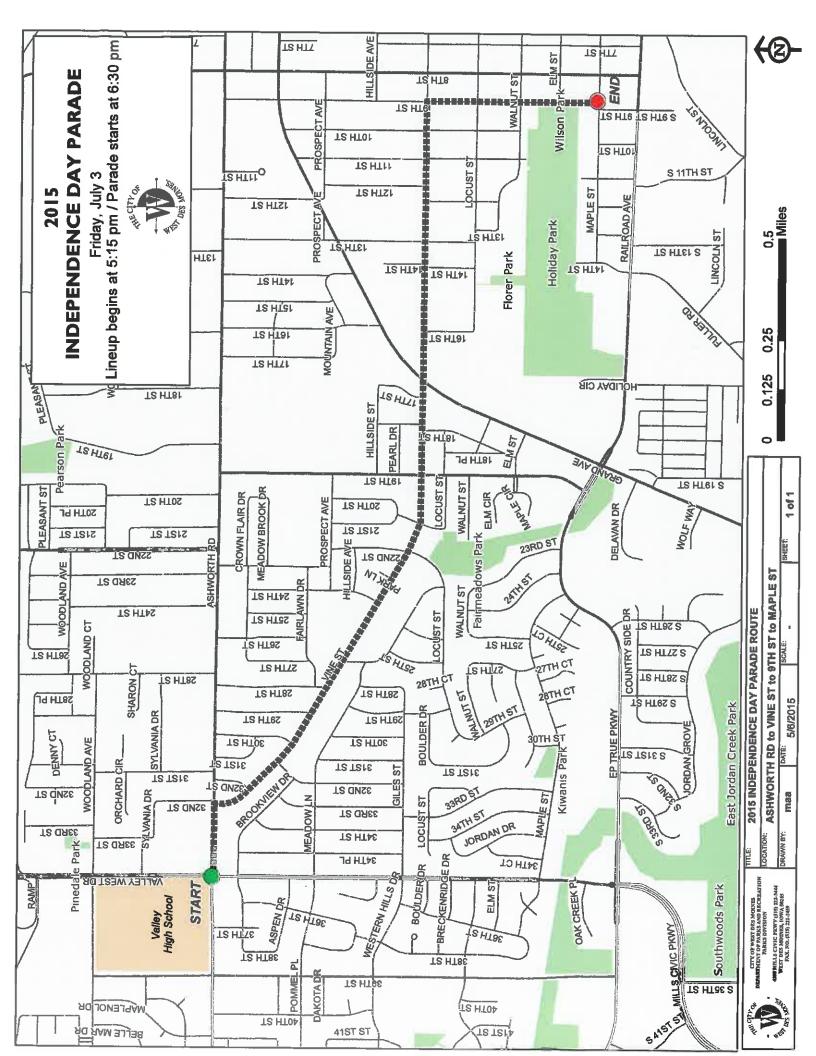
Lead Staff Member: Ryan T. Jacobson, City Clerk RTH

## STAFF REVIEWS

_Department Director	Ryan T. Jacobson, City Clerk
Appropriations/Finance	Tim Stiles, Finance Director
Legal	Richard Scieszinski, City Attorney
Agenda Acceptance	RTS

PUBLICATION(S) (if applicable)

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Published In	Committee
Dates(s) Published	Date Reviewed



ITEM: Approval of Special Event Lane Closure

Flatland Kids Triathlon

**DATE:** June 15, 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.

The Flatland Kids Triathlon is scheduled to take place at Raccoon River Park on Sunday, July 12<sup>th</sup>. In the past, the route for the bicycle portion of this triathlon left Raccoon River Park heading south on Grand Avenue. Due to this year's construction on that portion of Grand Avenue, staff has worked with the applicant to develop an alternate route, which will instead head north from Raccoon River Park on Grand Avenue. This proposed route will require the temporary closure of the following arterial/collector streets:

- Grand Avenue (from the Raccoon River Park entrance to just north of Jordan Creek)

The road will be closed to thru-traffic from 5:00 a.m. until approximately 11:00 a.m., and there will be City staff and event volunteers posted at intersections throughout the route to allow vehicle access for residents. Attached are a map of the proposed closure and a copy of the traffic control plan.

Note: The Hy-Vee Kids Triathlon will also be taking place the same weekend, on Saturday, July 11<sup>th</sup>, but their alternate route will be contained entirely within Raccoon River Park, so no road closures will be needed.

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

**RECOMMENDATION:** Motion - Approval of Request made by the Flatland Triathlon

Lead Staff Member: Ryan T. Jacobson, City Clerk

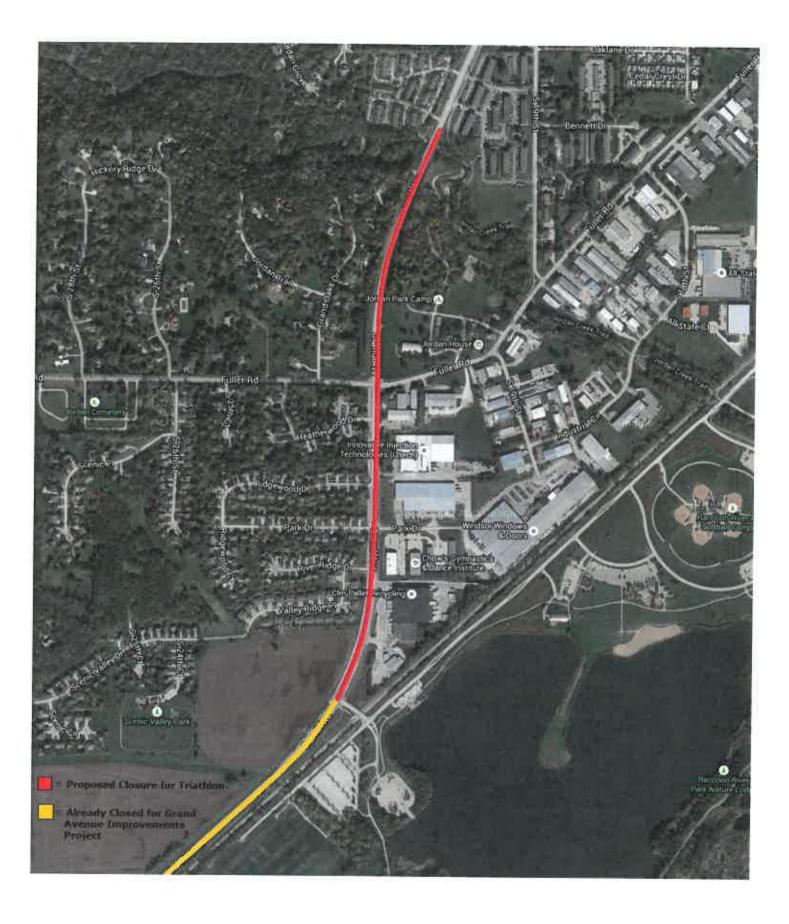
## **STAFF REVIEWS**

Department Director	Ryan T. Jacobson, City Clerk	
Appropriations/Finance	Tim Stiles, Finance Director	
Legal	Richard Scieszinski, City Attorney	
Agenda Acceptance	RTO	
-		

PUBLICATION(S) (if applicable)

The state of the s	 20BCOMMINIT LEE	KEVIEVV (II applicable)
Published In	Committee	
Dates(s) Published	Date Reviewed	

CURCOMMITTEE DEVIEW // configuration





ITEM:

Approval of Appointment

Human Services Advisory Board

**DATE:** June 15, 2015

FINANCIAL IMPACT:

None

## **BACKGROUND:**

Lisa Schneider has served on the Human Services Advisory Board since January 2014, but has submitted a letter of resignation, effective immediately. Mayor Gaer would like to appoint Jessinda Madonia to serve on the Human Services Advisory Board for the remainder of the three-year term with an expiration of June 30, 2016.

Jessinda Madonia

2908 Elm Street

822-5755 (w)

## **RECOMMENDATION:**

Motion - Approve Mayor's recommendation for appointments to the Human Services Advisory Board.

LEAD STAFF MEMBER: Ryan T. Jacobson, City Clerk

RTG

## STAFF REVIEWS

Department Director	Ryan T. Jacobson, City Clerk
Appropriations/Finance	
Legal	
Agenda Acceptance	RTQ

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	<u> </u>		
Date Reviewed			
Recommendation	Yes	No	Split

### CITY OF WEST DES MOINES, IOWA

### APPLICATION FOR APPOINTMENT TO BOARDS AND COMMISSIONS

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

Please indicate those Boards and/or Commissions on which you would be willing to serve by checking below: ✓ Board of Adjustment Water Works Board of Trustees Civil Service Commission Human Services Advisory Board Library Board of Trustees **Human Rights Commission** Plan & Zoning Commission **Public Arts Advisory Commission** ✓ Sister Cities Commission Valley Junction Events Committee Bicycle Advisory Commission Other Name: Madonia, Jessinda, J First Middle Address: 2908 Elm Street, West Des Moines, IA 50265 Zip Occupation Assistant Branch Manager Employer's Name & Address **Bankers Trust** 620 S. 60th Street, West Des Moines, IA 50266 Work Phone: 515-822-5755 When can you be reached at this number?. All hours When can you be reached at this number?: All hours jmadonia@bankerstrust.com E-mail address: Length of residence in West Des Moines: 26 years Please list any previous Board membership positions (City, Church, School, Professional, etc.) and dates of service:

Please indicate below the reasons why you would like to be appointed to a Board or Commission and any specific skills or experience that you believe support your application. As a longtime resident and employee of the West Des Moines community, I have a passion in fulfilling both my time and skills into our area. I have held a position of employment that follows strong policies and procedures to protect individuals, businesses and our community. As a mother, I strive to be involved and coach my children to be the next leaders of West Des Moines. Please list two references other than a family member: Name: Lloyd R. Hill Professional Mentor Phone: 515-457-1746 Relationship: Name: Kevin Tiernan Manager- Bankers Trust Phone: 515-246-3330 Relationship. Do you sell to, or are you in any manner a part to, any contract to furnish supplies, material, or labor to the City of West Des Moines? NO If so, please list. Have you ever been employed by the City? No \_\_\_\_ If so, please list dates of employment and positions held. Do you have relatives working for the City? No If so, please give name and relationship. Are you being sponsored by a community organization(s)? No \_\_\_\_ If so, please list the following and attach a confirmation letter from said organization: Contact: Organization: Email: Iowa Code Section 69 16A requires City boards/commissions to be gender balanced. Please indicate whether you are male or female. 

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

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

&\ndmins\brds&commit

# CITY OF WEST DES MOINES CITY COUNCIL MEETING COMMUNICATION

DATE: June 15, 2015

#### **ITEM:**

Motion - Approval to Sell Surplus City Equipment

### **FINANCIAL IMPACT:**

Approximate revenue to the General Fund of \$370.00.

### **BACKGROUND:**

On April 30, 2012, City Council approved a Disposal of Surplus Property Policy and retention of GovDeals.com for disposal of excess City property.

Public Works has accumulated and inventoried a list of surplus items to be sold by auction on GovDeals.com.

#### **RECOMMENDATION:**

City Council Approve:

- Motion authorizing the Department of Public Works to proceed with the on-line sale of accumulated surplus City equipment.

Lead Staff Member: Rian Rasmussen, Fleet Manager

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

PUBLICATION(S) (if applicable) SUBCOMMITTEE REVIEW (if application of the subcommunity			cable)	
Published In	Committee			
Dates(s) Published	Date Reviewed	,		
	Recommendation	Yes	No	Split

## **Items to Sell on GovDeals.com:**

## **APPROXIMATE VALUE \$370.00**

6	Lights
1	Media Cart
2	Cases of Tile
1	Weight Equipment
_ 1	Sawsall
1	Pushmower
1	Leaf Blower
_1	Pool table
1	Piano

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

<u>ITEM:</u> DATE: <u>June 15, 2015</u>

Motion – Approving Change Order #2 Ashworth Road Low Pressure Sewer Ellingson Drainage, Inc.

#### **FINANCIAL IMPACT:**

Contract Summary:

Description	Amount	Date Approved	Remarks
Construction Contract	\$93,593.00	December 15, 2014	
Change Order 1	\$ 2,100.00	April 27, 2015	Administratively approved
Change Order 2	\$13,930.50	Pending	
Total	\$109,623.50		·

Costs for the construction will be paid from budgeted account no. 5091.80.820.6.7910 with the ultimate funding intended to come from Sewer Fee Revenues.

#### **BACKGROUND:**

Approval of this change order will increase the contract cost for this project by \$13,930.50 and balance the project based on as constructed quantities. During construction, the property at 5525 Ashworth Road was sold. The new owner elected to install the grinder pump and service as part of the project. The previous owner declined pump installation during project development. The grinder pump was added using the unit price bid. Sewer connection fees were collected from the property owner.

#### **OUTSTANDING ISSUES:**

None.

#### **RECOMMENDATION:**

City Council Adopt:

- Motion Approving Change Order #2 for the Ashworth Road Low Pressure Sewer

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

**STAFF REVIEWS** 

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

PUBLICATION(S) (if applicable)

			A (II GDDII	vautoi
Published In	Committee	Pı	blic Work	is
Dates(s) Published	Date Reviewed	June 8, 2015		5
	Recommendation	Yes	No	Split

SUBCOMMITTEE REVIEW (if applicable)

## CITY OF WEST DES MOINES



ENGINEERING SERVICES 4200 Mills Civic Parkway Was Des Moines, IA 50265-0320 (515) 222-3620 Fax (615) 273-0602

### West Des Moines

**CHANGE ORDER** 

n)		-0	h.	-35	Dept.
_	-	**	w		MA.

Owner _	х.
Engines_	Д.
Contrac	X

Contractor: Ellingson Drainage, Inc.

\$6113 State Hey 56 West Goscord, MN 65885

Law Pressure Sewer	Ashworth Road	Project 716e
425-2014		WDM Project File Number
101-03		Punchase Order Number
December 15, 2014	\$93,803.00	Orig. Contract Amount & Date
2		Change Order Number
4, 2015	June	Date

THE CONTRACT IS CHANGED AS FOLLOWS: Final adjustment of quantities. Includes additional grinder pump at \$525 Ashworth Road.

Hem	Description	Unit	Unit Price	Quantity Adjustment	Value Adjustment
1	2" Senitary Sewer Bored in Place				A more analytical fallill
4	1.25" Service Line Bored in Piace	LF.	\$19.90	(1 000)	(\$19.
7	Grinder Pump Unit	LF	\$32.00	152,000	\$1,861
8	Electrical	EA	\$13,750.00	1.000	\$13,750.
9	Sewer Service	LF.	\$15.25	6.000	\$91.
10	Spoi Sodding Location	LF	\$28.00	(2,000)	(\$76.0
11	Sidewalk	EA	\$1,190.00	0.582	\$640
12	5" PCC Driveway	GF -	\$12.50	(218 000)	(\$2,725.0
13	Truncated Dome	SY	\$150.00	(9 000)	(\$1,350.0
		SF	\$58.00	(15.000)	
	Insulate Existing Grinder Pump Units	EA	\$375.00	(1.900)	(\$870.00
لب					(\$375.0)
			TOTAL		\$13,930.9

CHANGE ORDER SUMMARY	
The Original Contract Sum was	\$93,593.60
Net Change by praviously authorized Change Orders The Contract Sum prior to This Change Order was	\$2,100.00
The Communication and the Communication of the Change Order in the amount of	244 000
Appregate Change Order as a percent of Original Contract (if the appregate is \$10,000, or ensure then \$2 of the Change Order will be	\$100,623.50
Annual significant and the Council and Market	17.13%
The Contract Time will be changed by The date of Final Completion as of the date of this Change Order therefore to	
The Court of the C	June 1, 2015

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

Contractor:		- In management With DANNER
Ellingson Brainage, Inc.	Recommended By:	Checked By:
Signature: Las Ked	Veengira & Klimm, Inc.	City of thingt Day Maines
Name: O.Z. L. R. L.	are the cont.	Signature:
THE STOSE AT 17	Name:	Mann: Bunne G. Wittstack, P.E., L.S.
Date: 6/9//5	Title:	Title: City Engineer
		0.11
		20,0,0

ı	g	wner;	City of West Des Moines		
1	0	≤	\$2,500 Department Director	x Q Deta 6-11-15	7
ŀ	9		\$2,501 to 5,000 City Manager	Y	
k	3		\$5,001 to 19,009 PW Council Committee scheduled for agenda on	Dete	
į			\$10,900 City Council approved or ratified at Council meeting on	Date	
Ļ		-	DO Manual Income and Do	Date	-



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

Legend

Proposed Fee District Area

Ashworth Road Low Pressure Sanitary Sewer Veenstra & Kimm, Inc.

0	100	200	400
	100	200	400
			Feet

## CITY OF WEST DES MOINES CITY COUNCIL MEETING COMMUNICATION

DATE: June 15, 2015

ITEM:

Approval of Addressing, Various locations within City limits - Address assignment

and readdressing of properties to resolve conflicts - City Initiated

(MI-002750-2015)

**RESOLUTION:** Approve Addresses

FINANCIAL IMPACT: Undetermined.

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

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

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

Lead Staff Member: Lynne Twedt, Addressing Administrator

STAFF REVIEWS			
Department Director	1 11		 
Appropriations/Finance	Out.	<u> </u>	 
Legal			<u> </u>
Agenda Acceptance	JO RTG		
	0	•	

PUBLICATION(S) (if applicable	PUBLIC	ATION(S)	(if applicable	1
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T CBBICITION(D)	OT (B) (II uppriouble)		DODCOMMITT I
Published In	Noticing not required		Committee
Date(s) Published	n/a		Date Reviewed
Letter sent to surrounding property owners n/a		Recommendation	

Committee	n/a
Date Reviewed	n/a
Recommendation	Yes No Split

Attachments:

Exhibit I - Resolution - Polk County

Exhibit A Properties to be addressed

Exhibit II - Resolution - Dallas County

Exhibit A Properties to be addressed

Exhibit III - Resolution - Warren County

Exhibit A Properties to be addressed

Prepared by: L.Twedt, Development Services, PO Box 65320, W.D.M., IA 50265-0320, 515-222-3620
When Recorded, Return to: City Clerk, City of West Des Moines, PO Box 65320, West Des Moines, IA 50265-0320

#### RESOLUTION

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

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

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

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

SECTION 1. The addressing and readdressing of the properties indicated in attached Exhibit A or as amended orally at the City Council meeting of June 15, 2015 are approved and shall be deemed official and become effective immediately.

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

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

PASSED AND ADOPTED on June 15, 2015.		
ATTEST:	Steve Gaer, Mayor	
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 June 15, 2015, by the following vote:

ATTI	EST:		
	Ryan T. Jacobson	 <del></del>	
	City Clerk		

## Exhibit A Addressed & Readdressed Parcels

#### **POLK COUNTY**

**Property:** Wolf Construction

County: Polk

 Legal:
 16 78 25 NE

 Parcel #:
 32000246003001

 Previous Address:
 2202 Wolf Way

New Address: 2202 Wolf Way, Suite 1100

Reason: Multi-tenant building: Wolf Construction

Property: Wolf Construction

County: Polk

Legal: 16 78 25 NE
Parcel #: 32000246003001
Previous Address: 2202 Wolf Way

New Address: 2202 Wolf Way, Suite 1110

Reason: Multi-tenant building: EES Corporation

Property: Wolf Construction

County: Polk

 Legal:
 16 78 25 NE

 Parcel #:
 32000246003001

 Previous Address:
 2202 Wolf Way

New Address: 2202 Wolf Way, Suite 1120 Reason: Multi-tenant building: Vacant

**Property:** Wolf Construction

County: Polk

Legal: 16 78 25 NE
Parcel #: 32000246003001
Previous Address: 2202 Wolf Way

New Address: 2202 Wolf Way, Suite 1130 Reason: Multi-tenant building: Vacant

**Property:** Wolf Construction

County: Polk

 Legal:
 16 78 25 NE

 Parcel #:
 32000246003001

 Previous Address:
 2202 Wolf Way

New Address: 2202 Wolf Way, Suite 1140
Reason: Multi-tenant building: Vacant

Property: Wolf Construction

County: Polk

 Legal:
 16 78 25 NE

 Parcel #:
 32000246003001

 Previous Address:
 2202 Wolf Way

New Address: 2202 Wolf Way, Suite 1150

Reason: Multi-tenant building: Solid Rock Landscaping

Property: Wolf Construction

County: Polk

 Legal:
 16 78 25 NE

 Parcel #:
 32000246003001

 Previous Address:
 2202 Wolf Way

New Address: 2202 Wolf Way, Suite 1160
Reason: Multi-tenant building: Zygo Sound

Property: Wolf Construction

County: Polk

Legal: 16 78 25 NE
Parcel #: 32000246003001
Previous Address: 2202 Wolf Way

New Address: 2202 Wolf Way, Suite 1170

Reason: Multi-tenant building: Central Iowa Solutions

**Property:** Wolf Construction

County: Polk

Legal: 16 78 25 NE
Parcel #: 32000246003001
Previous Address: 2202 Wolf Way

New Address: 2202 Wolf Way, Building 2000

Reason: storage building on primary site – per Fire request

**Property:** Wolf Construction

County: Polk

Legal: 16 78 25 NE
Parcel #: 32000246003001
Previous Address: 2202 Wolf Way

New Address: 2202 Wolf Way, Building 3000

Reason: new storage building under construction on primary site – per Fire request

Property: WDM Parks Maintenance

County: Polk

Legal: Lot 34 Replat of Hadden Place

Parcel #: 32002737000000
Previous Address: 1423 Maple Street

New Address: retired

Reason: per Fire request

Property: Valley Station

County: Polk

Legal: Lot 2, Lincoln Street Park Plat 3

Parcel #: 32002826976002

Previous Address: n/a

Reason: New development

New Address: 329 Lincoln Street, Apt 101 New Address: 329 Lincoln Street, Apt 102 New Address: 329 Lincoln Street, Apt 103 New Address: 329 Lincoln Street, Apt 104 New Address: 329 Lincoln Street, Apt 105 New Address: 329 Lincoln Street, Apt 106 New Address: 329 Lincoln Street, Apt 107 New Address: 329 Lincoln Street, Apt 108 New Address: 329 Lincoln Street, Apt 109

New Address: 329 Lincoln Street, Apt 201 New Address: 329 Lincoln Street, Apt 202 New Address: 329 Lincoln Street, Apt 203 New Address: 329 Lincoln Street, Apt 204 New Address: 329 Lincoln Street, Apt 205 New Address: 329 Lincoln Street, Apt 206 New Address: 329 Lincoln Street, Apt 207 New Address: 329 Lincoln Street, Apt 208 New Address: 329 Lincoln Street, Apt 209 329 Lincoln Street, Apt 301 New Address: New Address: 329 Lincoln Street, Apt 302 New Address: 329 Lincoln Street, Apt 303 New Address: 329 Lincoln Street, Apt 304 New Address: 329 Lincoln Street, Apt 305 329 Lincoln Street, Apt 306 New Address: New Address: 329 Lincoln Street, Apt 308 New Address: 329 Lincoln Street, Apt 309

Property: Valley Station

County: Polk

Legal: Lot 3, Lincoln Street Park Plat 3

Parcel #: 32002826976003

Previous Address: n/a

New Address:

Reason: New development

New Address: 313 Lincoln Street, Apt 101 New Address: 313 Lincoln Street, Apt 102 New Address: 313 Lincoln Street, Apt 103 New Address: 313 Lincoln Street, Apt 104 New Address: 313 Lincoln Street, Apt 105 New Address: 313 Lincoln Street, Apt 106 New Address: 313 Lincoln Street, Apt 107 New Address: 313 Lincoln Street, Apt 108 New Address: 313 Lincoln Street, Apt 109 New Address: 313 Lincoln Street, Apt 201 313 Lincoln Street, Apt 202 New Address: New Address: 313 Lincoln Street, Apt 203 New Address: 313 Lincoln Street, Apt 204 New Address: 313 Lincoln Street, Apt 205 New Address: 313 Lincoln Street, Apt 206 New Address: 313 Lincoln Street, Apt 207 New Address: 313 Lincoln Street, Apt 208 New Address: 313 Lincoln Street, Apt 209 New Address: 313 Lincoln Street, Apt 301 New Address: 313 Lincoln Street, Apt 302 New Address: 313 Lincoln Street, Apt 303 New Address: 313 Lincoln Street, Apt 304 New Address: 313 Lincoln Street, Apt 305 New Address: 313 Lincoln Street, Apt 306 New Address: 313 Lincoln Street, Apt 307 New Address: 313 Lincoln Street, Apt 308

313 Lincoln Street, Apt 309

Property: Motzko Warehouse

County: Polk

Legal: Part Lot D Valley Junction

Parcel #: 32004143002000

Previous Address: n/a

New Address: 130 S 11<sup>th</sup> Street

Reason: Existing Building – no address point in database

Property: Motzko Warehouse

County: Polk

Legal: Part Lot D Valley Junction

Parcel #: 32004143002000

Previous Address: n/a

New Address: 134 S 11th Street

Reason: Existing Building – no address point in database

Property: Motzko Warehouse

County: Polk

Legal: Part Lot D Valley Junction

Parcel #: 32004143002000

Previous Address: n/a

New Address: 136 S 11<sup>th</sup> Street

Reason: Existing Building – no address point in database

Property: Motzko Warehouse

County: Polk

Legal: Part Lot D Valley Junction

Parcel #: 32004143002000

Previous Address: n/s

New Address: 146 S 11th Street

Reason: Existing Building – no address point in database

Property: West Glen
County: Polk

Legal: Lot 7, West Glen Town Center Plat 2

Parcel #: 32004927003127

Previous Address: n/a

New Address: 5585 Mills Civic Parkway, Suite 110

Reason: New multi-tenant building

Property: West Glen
County: Polk

Legal: Lot 7, West Glen Town Center Plat 2

Parcel #: 32004927003127

Previous Address: n/a

New Address: 5585 Mills Civic Parkway, Suite 140

Reason: New multi-tenant building

Property: West Glen
County: Polk

Legal: Lot 7, West Glen Town Center Plat 2

Parcel #: 32004927003127

Previous Address: n/a

New Address: 5585 Mills Civic Parkway, Suite 170

Reason: New multi-tenant building

Property: Clegg Road

County: Polk

Legal: Lot 106 and lot C, Clegg Park Plat 4

Parcel #: 32000883001000

Previous Address: n/a

New Address: 601 Clegg Road

Reason: Two vacant parcels combined to create one buildable lot

Property: Village of Ponderosa

County: Polk

Legal: Village of Ponderosa Plat 6, Lot 4

Parcel #: 32004127010000

Previous Address: n/a

New Address: 416 S Ridgefield Way Reason: new single family plat

Property: Village of Ponderosa

County: Polk

Legal: Village of Ponderosa Plat 6, Lot 4

Parcel #: 32004127010000

Previous Address: n/a

New Address: 5695 Flagstone Way Reason: new single family plat

Property: Village of Ponderosa

County: Polk

Legal: Village of Ponderosa Plat 6, Lot 6

Parcel #: 32004127010000

Previous Address: n/a

New Address: 5673 Flagstone Way
Reason: new single family plat

Property: Village of Ponderosa

County: Polk

Legal: Village of Ponderosa Plat 6, Lot 1

Parcel #: 32004127010000

Previous Address: n/a

New Address: 404 S Ridgefield Way Reason: new single family plat

Property: Village of Ponderosa

County: Polk

Legal: Village of Ponderosa Plat 6, Lot 2

Parcel #: 32004127010000

Previous Address: n/a

New Address: 408 S Ridgefield Way Reason: new single family plat Property: Village of Ponderosa

County: Polk

Legal: Village of Ponderosa Plat 6, Lot 3

Parcel #: 32004127010000

Previous Address: n/a

New Address: 412 S Ridgefield Way Reason: new single family plat

Property: Village of Ponderosa

County: Polk

Legal: Village of Ponderosa Plat 6, Lot 5

Parcel #: 32004127010000

Previous Address: n/a

New Address: 5691 Flagstone Way
Reason: new single family plat

Property: Village of Ponderosa

County: Polk

Legal: Village of Ponderosa Plat 6, Lot 7

Parcel #: 32004127010000

Previous Address: n/a

New Address: 5655 Flagstone Way
Reason: new single family plat

Property: Village of Ponderosa

County: Polk

Legal: Village of Ponderosa Plat 8, Lot 6

Parcel #: 32004127010000

Previous Address: n/a

New Address: 423 S Crescent Way Reason: new single family lot

Property: Village of Ponderosa

County: Polk

Legal: Village of Ponderosa Plat 8, Lot 7

Parcel #: 32004127010000

Previous Address: n/a

New Address: 419 S Crescent Way Reason: new single family lot

Property: Village of Ponderosa

County: Polk

Legal: Village of Ponderosa Plat 4, Lot 5

Parcel #: 32004127198455
Previous Address: 426 S Crescent Way

New Address: retired

Reason: Planned dwellings not intended to be constructed

Property: Village of Ponderosa

County: Polk

Legal: Village of Ponderosa Plat 4, Lot 6

Parcel #: 32004127198456
Previous Address: 430 S Crescent Way

New Address: retired

Reason: Planned dwellings not intended to be constructed

Property: Village of Ponderosa

County: Polk

Legal: Village of Ponderosa Plat 4, Lot 7

Parcel #: 32004127198457 Previous Address: 434 S Crescent Way

New Address: retired

Reason: Planned dwellings not intended to be constructed

Property: Village of Ponderosa

County: Polk

Legal: Village of Ponderosa Plat 4, Lot 8

Parcel #: 32004127198458 Previous Address: 438 S Crescent Way

New Address: retired

Reason: Planned dwellings not intended to be constructed

Property: Village of Ponderosa

County: Polk

Legal: Village of Ponderosa Plat 1, Lot 46

Parcel #: 32004127010000
Previous Address: 5675 Flagstone Way

New Address: retired

Reason: duplicate # to adjacent street

Property: Village of Ponderosa

County: Polk

Legal: Village of Ponderosa Plat 1, Lot 46

Parcel #: 32004127010000
Previous Address: 414 S Ridgefield Way

New Address: retired

Reason: duplicate # to adjacent street

Property: West Glen I/Keystone Building

County: Polk

Legal: Lot 2 West Glen Town Center Plat 4

Parcel #: 32002826285000

Previous Address: 5472 Wild Rose Lane + Suite #

Reason: changed from commercial to residential
New Address: Site address = 5472 Wild Rose Lane

5472 Wild Rose Lane, #1100 5472 Wild Rose Lane, #1101 5472 Wild Rose Lane, #1102 5472 Wild Rose Lane, #1103 5472 Wild Rose Lane, #1104 5472 Wild Rose Lane, #1105 5472 Wild Rose Lane, #1106 5472 Wild Rose Lane, #1107 5472 Wild Rose Lane, #1108 5472 Wild Rose Lane, #1109 5472 Wild Rose Lane, #1110 5472 Wild Rose Lane, #1111 5472 Wild Rose Lane, #1112 5472 Wild Rose Lane, #1113 5472 Wild Rose Lane, #1114 5472 Wild Rose Lane, #1115

5472 Wild Rose Lane, #1116 5472 Wild Rose Lane, #1117 5472 Wild Rose Lane, #1118 5472 Wild Rose Lane, #1119 5472 Wild Rose Lane, #1120 5472 Wild Rose Lane, #1121 5472 Wild Rose Lane, #1122 5472 Wild Rose Lane, #1123 5472 Wild Rose Lane, #1124 5472 Wild Rose Lane, #1125 5472 Wild Rose Lane, #1126 5472 Wild Rose Lane, #1127 5472 Wild Rose Lane, #1127 5472 Wild Rose Lane, #1127 5472 Wild Rose Lane, #1128 5472 Wild Rose Lane, #1128 5472 Wild Rose Lane, #1129 5472 Wild Rose Lane, #1130

5472 Wild Rose Lane, #1131 5472 Wild Rose Lane, #1132 Prepared by: L.Twedt, Development Services, PO Box 65320, W.D.M., IA 50265-0320, 515-222-3620
When Recorded, Return to: City Clerk, City of West Des Moines, PO Box 65320, West Des Moines, IA 50265-0320

#### RESOLUTION

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

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

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

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

SECTION 1. The addressing and readdressing of the properties indicated in attached Exhibit A or as amended orally at the City Council meeting of June 15, 2015 are approved and shall be deemed official and become effective immediately.

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

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

PASSED AND ADOPTED on June 15, 2015.		
TEST:	Steve Gaer, Mayor	
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 June 15, 2015, by the following vote:

ATTEST	<u>:</u>	
	Ryan T. Jacobson	 
	City Clerk	

## Exhibit A Addressed & Readdressed Parcels

#### **DALLAS COUNTY**

Property: Aspire County: Dallas

Legal: Rogers Farm Outlot Y

Parcel #: 1624152003

Previous Address: n/a

Reason: new multi-family development
New Address: (Site) 6950 Stagecoach Drive

6950 Stagecoach Drive Apt 101 6950 Stagecoach Drive Apt 102

6950 Stagecoach Drive Apt 103 6950 Stagecoach Drive Apt 104 6950 Stagecoach Drive Apt 105

6950 Stagecoach Drive Apt 106 6950 Stagecoach Drive Apt 201

6950 Stagecoach Drive Apt 202 6950 Stagecoach Drive Apt 203

6950 Stagecoach Drive Apt 204 6950 Stagecoach Drive Apt 205 6950 Stagecoach Drive Apt 206

6950 Stagecoach Drive Apt 301 6950 Stagecoach Drive Apt 302

6950 Stagecoach Drive Apt 303 6950 Stagecoach Drive Apt 304

6950 Stagecoach Drive Apt 305 6950 Stagecoach Drive Apt 306

6950 Stagecoach Drive Apt 401 6950 Stagecoach Drive Apt 402

6950 Stagecoach Drive Apt 403 6950 Stagecoach Drive Apt 404

6950 Stagecoach Drive Apt 405

6950 Stagecoach Drive Apt 501 6950 Stagecoach Drive Apt 502

6950 Stagecoach Drive Apt 502

6950 Stagecoach Drive Apt 504

6950 Stagecoach Drive Apt 505

6950 Stagecoach Drive Apt 601 6950 Stagecoach Drive Apt 602

6950 Stagecoach Drive Apt 603

6950 Stagecoach Drive Apt 604

6950 Stagecoach Drive Apt 605

6950 Stagecoach Drive Bldg 700

6950 Stagecoach Drive Apt 801 6950 Stagecoach Drive Apt 802

6950 Stagecoach Drive Apt 803

6950 Stagecoach Drive Apt 804

6950 Stagecoach Drive Apt 805 6950 Stagecoach Drive Apt 806

6950 Stagecoach Drive Apt 807

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6950 Stagecoach Drive Apt 809 6950 Stagecoach Drive Apt 810 6950 Stagecoach Drive Apt 811 6950 Stagecoach Drive Apt 812 6950 Stagecoach Drive Apt 813 6950 Stagecoach Drive Apt 814 6950 Stagecoach Drive Apt 815 6950 Stagecoach Drive Apt 816 6950 Stagecoach Drive Apt 901 6950 Stagecoach Drive Apt 902 6950 Stagecoach Drive Apt 903 6950 Stagecoach Drive Apt 904 6950 Stagecoach Drive Apt 905 6950 Stagecoach Drive Apt 906 6950 Stagecoach Drive Apt 907 6950 Stagecoach Drive Apt 908 6950 Stagecoach Drive Apt 909 6950 Stagecoach Drive Apt 910 6950 Stagecoach Drive Apt 911 6950 Stagecoach Drive Apt 912 6950 Stagecoach Drive Apt 1001 6950 Stagecoach Drive Apt 1002 6950 Stagecoach Drive Apt 1003 6950 Stagecoach Drive Apt 1004 6950 Stagecoach Drive Apt 1005 6950 Stagecoach Drive Apt 1006 6950 Stagecoach Drive Apt 1007 6950 Stagecoach Drive Apt 1008 6950 Stagecoach Drive Apt 1009 6950 Stagecoach Drive Apt 1010 6950 Stagecoach Drive Apt 1011 6950 Stagecoach Drive Apt 1012 6950 Stagecoach Drive Apt 1013 6950 Stagecoach Drive Apt 1014 6950 Stagecoach Drive Apt 1015 6950 Stagecoach Drive Apt 1016 6950 Stagecoach Drive Apt 1101 6950 Stagecoach Drive Apt 1102 6950 Stagecoach Drive Apt 1103 6950 Stagecoach Drive Apt 1104 6950 Stagecoach Drive Apt 1105 6950 Stagecoach Drive Apt 1106 6950 Stagecoach Drive Apt 1107 6950 Stagecoach Drive Apt 1108 6950 Stagecoach Drive Apt 1109 6950 Stagecoach Drive Apt 1110 6950 Stagecoach Drive Apt 1111 6950 Stagecoach Drive Apt 1112 6950 Stagecoach Drive Apt 1201 6950 Stagecoach Drive Apt 1202 6950 Stagecoach Drive Apt 1203 6950 Stagecoach Drive Apt 1204 6950 Stagecoach Drive Apt 1205 6950 Stagecoach Drive Apt 1206 6950 Stagecoach Drive Apt 1207

6950 Stagecoach Drive Apt 1208 6950 Stagecoach Drive Apt 1209 6950 Stagecoach Drive Apt 1210 6950 Stagecoach Drive Apt 1211 6950 Stagecoach Drive Apt 1212 6950 Stagecoach Drive Apt 1301 6950 Stagecoach Drive Apt 1302 6950 Stagecoach Drive Apt 1303 6950 Stagecoach Drive Apt 1304 6950 Stagecoach Drive Apt 1305 6950 Stagecoach Drive Apt 1306 6950 Stagecoach Drive Apt 1307 6950 Stagecoach Drive Apt 1308 6950 Stagecoach Drive Apt 1309 6950 Stagecoach Drive Apt 1310 6950 Stagecoach Drive Apt 1311 6950 Stagecoach Drive Apt 1312 6950 Stagecoach Drive Apt 1313 6950 Stagecoach Drive Apt 1314 6950 Stagecoach Drive Apt 1315 6950 Stagecoach Drive Apt 1316 6950 Stagecoach Drive Apt 1401 6950 Stagecoach Drive Apt 1402 6950 Stagecoach Drive Apt 1403 6950 Stagecoach Drive Apt 1404 6950 Stagecoach Drive Apt 1405 6950 Stagecoach Drive Apt 1406 6950 Stagecoach Drive Apt 1407 6950 Stagecoach Drive Apt 1408 6950 Stagecoach Drive Apt 1409 6950 Stagecoach Drive Apt 1410 6950 Stagecoach Drive Apt 1411 6950 Stagecoach Drive Apt 1412 6950 Stagecoach Drive Apt 1501 6950 Stagecoach Drive Apt 1502 6950 Stagecoach Drive Apt 1503 6950 Stagecoach Drive Apt 1504 6950 Stagecoach Drive Apt 1505 6950 Stagecoach Drive Apt 1506 6950 Stagecoach Drive Apt 1507 6950 Stagecoach Drive Apt 1508 6950 Stagecoach Drive Apt 1509 6950 Stagecoach Drive Apt 1510 6950 Stagecoach Drive Apt 1511 6950 Stagecoach Drive Apt 1512 6950 Stagecoach Drive Apt 1513 6950 Stagecoach Drive Apt 1514 6950 Stagecoach Drive Apt 1601 6950 Stagecoach Drive Apt 1602 6950 Stagecoach Drive Apt 1603 6950 Stagecoach Drive Apt 1604 6950 Stagecoach Drive Apt 1701 6950 Stagecoach Drive Apt 1702 6950 Stagecoach Drive Apt 1703 6950 Stagecoach Drive Apt 1704

6950 Stagecoach Drive Apt 1801 6950 Stagecoach Drive Apt 1802 6950 Stagecoach Drive Apt 1803 6950 Stagecoach Drive Apt 1804 6950 Stagecoach Drive Apt 1805 6950 Stagecoach Drive Apt 1806 6950 Stagecoach Drive Apt 1807 6950 Stagecoach Drive Apt 1808 6950 Stagecoach Drive Apt 1809 6950 Stagecoach Drive Apt 1810 6950 Stagecoach Drive Apt 1811 6950 Stagecoach Drive Apt 1812 6950 Stagecoach Drive Apt 1901 6950 Stagecoach Drive Apt 1902 6950 Stagecoach Drive Apt 1903 6950 Stagecoach Drive Apt 1904 6950 Stagecoach Drive Apt 1905 6950 Stagecoach Drive Apt 1906 6950 Stagecoach Drive Apt 1907 6950 Stagecoach Drive Apt 1908 6950 Stagecoach Drive Apt 1909 6950 Stagecoach Drive Apt 1910 6950 Stagecoach Drive Apt 1911 6950 Stagecoach Drive Apt 1912 6950 Stagecoach Drive Apt 2001 6950 Stagecoach Drive Apt 2002 6950 Stagecoach Drive Apt 2003 6950 Stagecoach Drive Apt 2004 6950 Stagecoach Drive Apt 2005 6950 Stagecoach Drive Apt 2006 6950 Stagecoach Drive Apt 2007 6950 Stagecoach Drive Apt 2008 6950 Stagecoach Drive Apt 2009 6950 Stagecoach Drive Apt 2010 6950 Stagecoach Drive Apt 2011 6950 Stagecoach Drive Apt 2012 6950 Stagecoach Drive Apt 2101 6950 Stagecoach Drive Apt 2102 6950 Stagecoach Drive Apt 2103 6950 Stagecoach Drive Apt 2104 6950 Stagecoach Drive Apt 2105 6950 Stagecoach Drive Apt 2106 6950 Stagecoach Drive Apt 2107 6950 Stagecoach Drive Apt 2108 6950 Stagecoach Drive Apt 2109 6950 Stagecoach Drive Apt 2110 6950 Stagecoach Drive Apt 2111 6950 Stagecoach Drive Apt 2112 6950 Stagecoach Drive Apt 2201 6950 Stagecoach Drive Apt 2202 6950 Stagecoach Drive Apt 2203 6950 Stagecoach Drive Apt 2204 6950 Stagecoach Drive Apt 2301 6950 Stagecoach Drive Apt 2302 6950 Stagecoach Drive Apt 2303

6950 Stagecoach Drive Apt 2304 6950 Stagecoach Drive Apt 2401 6950 Stagecoach Drive Apt 2402 6950 Stagecoach Drive Apt 2403 6950 Stagecoach Drive Apt 2404 6950 Stagecoach Drive Apt 2501 6950 Stagecoach Drive Apt 2502 6950 Stagecoach Drive Apt 2503 6950 Stagecoach Drive Apt 2504 6950 Stagecoach Drive Apt 2505 6950 Stagecoach Drive Apt 2601 6950 Stagecoach Drive Apt 2602 6950 Stagecoach Drive Apt 2603 6950 Stagecoach Drive Apt 2604 6950 Stagecoach Drive Apt 2605 6950 Stagecoach Drive Apt 2606

Property: Paradise Pointe

County: Dallas

Legal: Paradise Pointe Lot 4

Parcel #: 1613252005 Previous Address: 490 S 68th Street

New Address: 490 S 68th Street, Suite 110

Reason: split building into multi-tenant commercial

Property: Paradise Pointe

County: Dallas

Legal: Paradise Pointe Lot 4

Parcel #: 1613252005 Previous Address: 490 S 68th Street

New Address: 490 S 68th Street, Suite 120

Reason: split building into multi-tenant commercial

Property: Paradise Pointe

County: Dallas

Legal: Paradise Pointe Lot 4

Parcel #: 1613252005 Previous Address: 490 S 68th Street

New Address: 490 S 68th Street, Suite 130

Reason: split building into multi-tenant commercial

Property: Maple Grove West

County: Dallas

Legal: to be platted as Maple Grove West Plat 6

Parcel #: 1603101001

Previous Address: n/a

Reason: new multi-family development

New Address: 1655 98th St Unit 906 Maple Grove West P6, Lot 1

1656 98th St Unit 905
1655 98th St Unit 904
1655 98th St Unit 903
1655 98th St Unit 902
1655 98th St Unit 902
1655 98th St Unit 901
1655 98th St Unit 901
1655 98th St Unit 706
1655 98th St Unit 706
1655 98th St Unit 705
Maple Grove West P6, Lot 5
Maple Grove West P6, Lot 6
Maple Grove West P6, Lot 7
Maple Grove West P6, Lot 7

1655 98th St Unit 704 Maple Grove West P6, Lot 9 1655 98th St Unit 703 Maple Grove West P6, Lot 10 1655 98th St Unit 702 Maple Grove West P6, Lot 11 Maple Grove West P6, Lot 12 1655 98th St Unit 701 1655 98th St Unit 604 Maple Grove West P6. Lot 13 1655 98th St Unit 603 Maple Grove West P6, Lot 14 1655 98th St Unit 602 Maple Grove West P6, Lot 15 1655 98th St Unit 601 Maple Grove West P6, Lot 16 1655 98th St Unit 404 Maple Grove West P6, Lot 17 Maple Grove West P6, Lot 18 1655 98th St Unit 403 1655 98th St Unit 402 Maple Grove West P6, Lot 19 1655 98th St Unit 401 Maple Grove West P6, Lot 20 1655 98th St Unit 301 Maple Grove West P6, Lot 21 1655 98th St Unit 302 Maple Grove West P6, Lot 22 1655 98th St Unit 303 Maple Grove West P6, Lot 23 Maple Grove West P6, Lot 24 1655 98th St Unit 304 1655 98th St Unit 305 Maple Grove West P6, Lot 25 1655 98th St Unit 306 Maple Grove West P6, Lot 26 Maple Grove West P6, Lot 27 1655 98th St Unit 201 1655 98th St Unit 202 Maple Grove West P6, Lot 28 1655 98th St Unit 203 Maple Grove West P6, Lot 29 1655 98th St Unit 204 Maple Grove West P6, Lot 30 1655 98th St Unit 106 Maple Grove West P6, Lot 31 1655 98th St Unit 105 Maple Grove West P6, Lot 32 Maple Grove West P6, Lot 33 1655 98th St Unit 104 1655 98th St Unit 103 Maple Grove West P6, Lot 34 1655 98th St Unit 102 Maple Grove West P6, Lot 35 1655 98th St Unit 101 Maple Grove West P6, Lot 36 1655 98th St Unit 501 Maple Grove West P6, Lot 37 1655 98th St Unit 502 Maple Grove West P6, Lot 38 1655 98th St Unit 503 Maple Grove West P6, Lot 39 1655 98th St Unit 504 Maple Grove West P6, Lot 40 1655 98th St Unit 505 Maple Grove West P6, Lot 41 Maple Grove West P6, Lot 42 1655 98th St Unit 506 1655 98th St Unit 801 Maple Grove West P6, Lot 43 1655 98th St Unit 802 Maple Grove West P6, Lot 44 1655 98th St Unit 803 Maple Grove West P6, Lot 45 1655 98th St Unit 804 Maple Grove West P6, Lot 46 1655 98th St Unit 805 Maple Grove West P6, Lot 47 1655 98th St Unit 806 Maple Grove West P6, Lot 48

Property: Pemberley Hills

County: Dallas

Legal: to be platted as Pemberley Hills Plat 1

Parcel #: 1612228009

Previous Address: n/a

Reason: new single-family development

New Address: 6188 Acadia Dr Pemberley Hills Plat 1 Lot 1

745 62nd St
Pemberley Hills Plat 1 Lot 1
6174 Acadia Dr
Pemberley Hills Plat 1 Lot 2
6156 Acadia Dr
Pemberley Hills Plat 1 Lot 3
6142 Acadia Dr
Pemberley Hills Plat 1 Lot 4
6128 Acadia Dr
Pemberley Hills Plat 1 Lot 5
6110 Acadia Dr
Pemberley Hills Plat 1 Lot 6
6086 Acadia Dr
Pemberley Hills Plat 1 Lot 7

6064 Acadia Dr	Pemberley Hills Plat 1 Lot 8
6059 Acadia Dr	Pemberley Hills Plat 1 Lot 9
6081 Acadia Dr	Pemberley Hills Plat 1 Lot 10
6105 Acadia Dr	Pemberley Hills Plat 1 Lot 11
6125 Acadia Dr	Pemberley Hills Plat 1 Lot 12
6137 Acadia Dr	Pemberley Hills Plat 1 Lot 13
6149 Acadia Dr	Pemberley Hills Plat 1 Lot 14
6171 Acadia Dr	Pemberley Hills Plat 1 Lot 15
6183 Acadia Dr	Pemberley Hills Plat 1 Lot 16
758 62nd St	Pemberley Hills Plat 1 Lot 17
734 62nd St	Pemberley Hills Plat 1 Lot 18
737 63rd St	Pemberley Hills Plat 1 Lot 19
751 63rd St	Pemberley Hills Plat 1 Lot 20
775 63rd St	Pemberley Hills Plat 1 Lot 21
793 63rd St	Pemberley Hills Plat 1 Lot 22
819 63rd St	Pemberley Hills Plat 1 Lot 23
831 63rd St	Pemberley Hills Plat 1 Lot 24
6284 Aspen Dr	Pemberley Hills Plat 1 Lot 24
6262 Aspen Dr	Pemberley Hills Plat 1 Lot 25
6246 Aspen Dr	Pemberley Hills Plat 1 Lot 26
6220 Aspen Dr	Pemberley Hills Plat 1 Lot 27
6204 Aspen Dr	Pemberley Hills Plat 1 Lot 28
6225 Aspen Dr	Pemberley Hills Plat 1 Lot 29
870 62nd St	Pemberley Hills Plat 1 Lot 29
6243 Aspen Dr	Pemberley Hills Plat 1 Lot 30
6259 Aspen Dr	Pemberley Hills Plat 1 Lot 31
847 63rd St	Pemberley Hills Plat 1 Lot 32
6271 Aspen Dr	Pemberley Hills Plat 1 Lot 32
859 63rd St	Pemberley Hills Plat 1 Lot 33
864 63rd St	Pemberley Hills Plat 1 Lot 34
852 63rd St	Pemberley Hills Plat 1 Lot 35
6347 Aspen Dr	Pemberley Hills Plat 1 Lot 35
838 63rd St	Pemberley Hills Plat 1 Lot 36
6342 Aspen Dr	Pemberley Hills Plat 1 Lot 36
824 63rd St	Pemberley Hills Plat 1 Lot 37
816 63rd St	Pemberley Hills Plat 1 Lot 38
788 63rd St	Pemberley Hills Plat 1 Lot 39
764 63rd St	Pemberley Hills Plat 1 Lot 40
742 63rd St	Pemberley Hills Plat 1 Lot 41

Property: Merchants Bonding

County: Dallas

Legal: West Lakes Office Park Plat 3, Lot 16 & Part Parcel B & Lot 15

Parcel #: 1601128005

Previous Address: 6770 Westown Pkwy
New Address: 6700 Westown Pkwy
Reason: change per request of owner

Property: Hawthorne Centre

County: Dallas

Legal: West Park Plat 1, Lot 2

Parcel #: 1603100015

Previous Address: n/a

Reason: new multi-tenant commercial building
New Address: Site address: 9500 University Ave

9500 University Ave, Suite 1101 9500 University Ave, Suite 1103 9500 University Ave, Suite 1105 9500 University Ave, Suite 1107 9500 University Ave, Suite 1109 9500 University Ave, Suite 1110 9500 University Ave, Suite 1111 9500 University Ave, Suite 1112 9500 University Ave, Suite 1113 9500 University Ave, Suite 1114 9500 University Ave, Suite 1115 9500 University Ave, Suite 1116 9500 University Ave, Suite 1117 9500 University Ave, Suite 1118 9500 University Ave, Suite 2101 9500 University Ave, Suite 2102 9500 University Ave, Suite 2103 9500 University Ave, Suite 2104 9500 University Ave, Suite 2105 9500 University Ave, Suite 2106 9500 University Ave, Suite 2107 9500 University Ave, Suite 2108 9500 University Ave, Suite 2109 9500 University Ave, Suite 2110 9500 University Ave, Suite 2111 9500 University Ave, Suite 2112 9500 University Ave, Suite 2113 9500 University Ave, Suite 2114

Property: Country Club Office Plaza

County: Dallas

Legal: Country Club Office Plaza Replat Lots 1-2-3-4 & 5

Parcel #: 1601176003

Previous Address: n/a

New Address: 7049 Vista Drive Reason: new tenant space

Property: Cascades at Jordan Creek

County: Dallas

Legal: to be platted as The Cascades at Jordan Creek Plat 1

Parcel #: 1614300014

Previous Address: n/a

Reason: new multi-family development
New Address: Site address = 8350 Cascade Ave

8350 Cascade Ave, #1101 8350 Cascade Ave, #1102 8350 Cascade Ave, #1103 8350 Cascade Ave, #1104

8350 Cascade Ave, #1105 8350 Cascade Ave, #1106 8350 Cascade Ave, #1107 8350 Cascade Ave, #1108 8350 Cascade Ave, #1201 8350 Cascade Ave, #1202 8350 Cascade Ave, #1203 8350 Cascade Ave, #1204 8350 Cascade Ave, #1205 8350 Cascade Ave, #1206 8350 Cascade Ave, #1207 8350 Cascade Ave. #1208 8350 Cascade Ave, #1209 8350 Cascade Ave, #1210 8350 Cascade Ave, #1211 8350 Cascade Ave, #1301 8350 Cascade Ave, #1302 8350 Cascade Ave, #1303 8350 Cascade Ave, #1304 8350 Cascade Ave, #1305 8350 Cascade Ave, #1306 8350 Cascade Ave, #1307 8350 Cascade Ave, #1308 8350 Cascade Ave, #1309 8350 Cascade Ave, #1310 8350 Cascade Ave, #1311 8350 Cascade Ave, #2101 8350 Cascade Ave, #2102 8350 Cascade Ave, #2103 8350 Cascade Ave, #2104 8350 Cascade Ave, #2105 8350 Cascade Ave, #2106 8350 Cascade Ave, #2107 8350 Cascade Ave, #2108 8350 Cascade Ave, #2201 8350 Cascade Ave, #2202 8350 Cascade Ave, #2203 8350 Cascade Ave, #2204 8350 Cascade Ave, #2205 8350 Cascade Ave, #2206 8350 Cascade Ave, #2207 8350 Cascade Ave, #2208 8350 Cascade Ave, #2209 8350 Cascade Ave, #2210 8350 Cascade Ave, #2211 8350 Cascade Ave, #2301 8350 Cascade Ave, #2302 8350 Cascade Ave, #2303 8350 Cascade Ave, #2304 8350 Cascade Ave, #2305 8350 Cascade Ave, #2306 8350 Cascade Ave, #2307 8350 Cascade Ave, #2308 8350 Cascade Ave, #2309 8350 Cascade Ave, #2310

8350 Cascade Ave, #2311 8350 Cascade Ave, #3101 8350 Cascade Ave, #3102 8350 Cascade Ave, #3103 8350 Cascade Ave, #3104 8350 Cascade Ave, #3105 8350 Cascade Ave, #3106 8350 Cascade Ave, #3107 8350 Cascade Ave, #3108 8350 Cascade Ave, #3201 8350 Cascade Ave, #3202 8350 Cascade Ave, #3203 8350 Cascade Ave, #3204 8350 Cascade Ave, #3205 8350 Cascade Ave, #3206 8350 Cascade Ave, #3207 8350 Cascade Ave, #3208 8350 Cascade Ave, #3209 8350 Cascade Ave, #3210 8350 Cascade Ave, #3211 8350 Cascade Ave, #3301 8350 Cascade Ave, #3302 8350 Cascade Ave, #3303 8350 Cascade Ave, #3304 8350 Cascade Ave, #3305 8350 Cascade Ave, #3306 8350 Cascade Ave, #3307 8350 Cascade Ave, #3308 8350 Cascade Ave, #3309 8350 Cascade Ave, #3310 8350 Cascade Ave. #3311 8350 Cascade Ave, #4101 8350 Cascade Ave, #4102 8350 Cascade Ave, #4103 8350 Cascade Ave, #4104 8350 Cascade Ave. #4105 8350 Cascade Ave, #4106 8350 Cascade Ave, #4107 8350 Cascade Ave, #4108 8350 Cascade Ave, #4201 8350 Cascade Ave, #4202 8350 Cascade Ave, #4203 8350 Cascade Ave, #4204 8350 Cascade Ave, #4205 8350 Cascade Ave, #4206 8350 Cascade Ave, #4207 8350 Cascade Ave, #4208 8350 Cascade Ave, #4209 8350 Cascade Ave, #4210 8350 Cascade Ave, #4211 8350 Cascade Ave, #4301 8350 Cascade Ave, #4302 8350 Cascade Ave, #4303 8350 Cascade Ave, #4304

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8350 Cascade Ave, #4306 8350 Cascade Ave, #4307 8350 Cascade Ave, #4308 8350 Cascade Ave, #4309 8350 Cascade Ave, #4310 8350 Cascade Ave, #4311 8350 Cascade Ave, #5101 8350 Cascade Ave, #5102 8350 Cascade Ave, #5103 8350 Cascade Ave, #5104 8350 Cascade Ave, #5105 8350 Cascade Ave. #5106 8350 Cascade Ave, #5107 8350 Cascade Ave, #5201 8350 Cascade Ave, #5202 8350 Cascade Ave, #5203 8350 Cascade Ave, #5204 8350 Cascade Ave, #5205 8350 Cascade Ave, #5206 8350 Cascade Ave, #5207 8350 Cascade Ave, #5208 8350 Cascade Ave, #5209 8350 Cascade Ave, #5301 8350 Cascade Ave, #5302 8350 Cascade Ave, #5303 8350 Cascade Ave, #5304 8350 Cascade Ave, #5305 8350 Cascade Ave, #5306 8350 Cascade Ave, #5307 8350 Cascade Ave, #5308 8350 Cascade Ave, #5309 8350 Cascade Ave, #6101 8350 Cascade Ave, #6102 8350 Cascade Ave, #6103 8350 Cascade Ave, #6104 8350 Cascade Ave, #6105 8350 Cascade Ave, #6106 8350 Cascade Ave, #6201 8350 Cascade Ave, #6202 8350 Cascade Ave, #6203 8350 Cascade Ave, #6204 8350 Cascade Ave, #6205 8350 Cascade Ave, #6206 8350 Cascade Ave, #6207 8350 Cascade Ave, #6208 8350 Cascade Ave, #6301 8350 Cascade Ave, #6302 8350 Cascade Ave, #6303 8350 Cascade Ave, #6304 8350 Cascade Ave, #6305 8350 Cascade Ave, #6306 8350 Cascade Ave, #6307 8350 Cascade Ave, #6308 8350 Cascade Ave, #6309 8350 Cascade Ave, #6310

8350 Cascade Ave, #6311 8350 Cascade Ave, #6401 8350 Cascade Ave, #6402 8350 Cascade Ave, #6403 8350 Cascade Ave, #6404 8350 Cascade Ave, #6405 8350 Cascade Ave, #6406 8350 Cascade Ave, #6407 8350 Cascade Ave, #6408 8350 Cascade Ave, #6409 8350 Cascade Ave, #6410 8350 Cascade Ave, #6411 8350 Cascade Ave, #7101 8350 Cascade Ave, #7102 8350 Cascade Ave, #7103 8350 Cascade Ave, #7104 8350 Cascade Ave, #7105 8350 Cascade Ave, #7106 8350 Cascade Ave, #7107 8350 Cascade Ave, #7201 8350 Cascade Ave, #7202 8350 Cascade Ave, #7203 8350 Cascade Ave, #7204 8350 Cascade Ave, #7205 8350 Cascade Ave, #7206 8350 Cascade Ave, #7207 8350 Cascade Ave, #7208 8350 Cascade Ave, #7209 8350 Cascade Ave, #7301 8350 Cascade Ave, #7302 8350 Cascade Ave, #7303 8350 Cascade Ave, #7304 8350 Cascade Ave, #7305 8350 Cascade Ave, #7306 8350 Cascade Ave, #7307 8350 Cascade Ave, #7308 8350 Cascade Ave, #7309 8350 Cascade Ave, #8101 8350 Cascade Ave, #8102 8350 Cascade Ave, #8103 8350 Cascade Ave, #8104 8350 Cascade Ave, #8105 8350 Cascade Ave, #8106 8350 Cascade Ave, #8107 8350 Cascade Ave, #8201 8350 Cascade Ave, #8202 8350 Cascade Ave, #8203 8350 Cascade Ave, #8204 8350 Cascade Ave, #8205 8350 Cascade Ave, #8206 8350 Cascade Ave, #8207 8350 Cascade Ave, #8208 8350 Cascade Ave, #8209 8350 Cascade Ave, #8301

8350 Cascade Ave, #8302

8350 Cascade Ave, #8303 8350 Cascade Ave, #8304 8350 Cascade Ave, #8305 8350 Cascade Ave, #8306 8350 Cascade Ave, #8307 8350 Cascade Ave, #8308 8350 Cascade Ave, #8309 8350 Cascade Ave, #9101 8350 Cascade Ave, #9102 8350 Cascade Ave, #9103 8350 Cascade Ave, #9104 8350 Cascade Ave. #9105 8350 Cascade Ave, #9106 8350 Cascade Ave, #9201 8350 Cascade Ave, #9202 8350 Cascade Ave, #9203 8350 Cascade Ave, #9204 8350 Cascade Ave, #9205 8350 Cascade Ave, #9206 8350 Cascade Ave, #9207 8350 Cascade Ave, #9208 8350 Cascade Ave, #9301 8350 Cascade Ave, #9302 8350 Cascade Ave, #9303 8350 Cascade Ave, #9304 8350 Cascade Ave, #9305 8350 Cascade Ave, #9306 8350 Cascade Ave, #9307 8350 Cascade Ave, #9308 8350 Cascade Ave, #9309 8350 Cascade Ave, #9310 8350 Cascade Ave, #9311 8350 Cascade Ave, #9401 8350 Cascade Ave, #9402 8350 Cascade Ave, #9403 8350 Cascade Ave, #9404 8350 Cascade Ave, #9405 8350 Cascade Ave, #9406 8350 Cascade Ave, #9407 8350 Cascade Ave, #9408 8350 Cascade Ave, #9409 8350 Cascade Ave, #9410 8350 Cascade Ave, #9411 8350 Cascade Ave, Bldg 10000 (Clubhouse)

Property: Village Cooperative

County: Dallas

Legal: 13 78 26 SE: to be platted as Lot 1 Village Cooperative

Parcel #: 1613476003 Previous Address: 745 S 60<sup>th</sup> Street

New Address: retired

Reason: lot combined with adjacent

Property: Village Cooperative

County: Dallas

Legal: to be platted as Lot 1 Village Cooperative

Parcel #: 1613476004 & 1613476003

Previous Address: n/a

Reason: new multi-family development
New Address: Site address = 845 S 60<sup>th</sup> Street

845 S 60th Street, #201 845 S 60th Street, #202 845 S 60th Street, #203 845 S 60th Street, #204 845 S 60th Street, #205 845 S 60th Street, #206

845 S 60th Street, #207 845 S 60th Street, #208 845 S 60th Street, #209

845 S 60th Street, #210 845 S 60th Street, #211 845 S 60th Street, #212

845 S 60th Street, #213 845 S 60th Street, #214 845 S 60th Street, #215

845 S 60th Street, #216 845 S 60th Street, #301

845 S 60th Street, #302 845 S 60th Street, #303

845 S 60th Street, #304

845 S 60th Street, #305 845 S 60th Street, #306

845 S 60th Street, #307

845 S 60th Street, #308 845 S 60th Street, #309

845 S 60th Street, #310

845 S 60th Street, #311

845 S 60th Street, #312 845 S 60th Street, #313

845 S 60th Street, #314

845 S 60th Street, #315 845 S 60th Street, #316

845 S 60th Street, #317

845 S 60th Street, #401

845 S 60th Street, #402

845 S 60th Street, #403

845 S 60th Street, #404 845 S 60th Street, #405

845 S 60th Street, #406

845 S 60th Street, #407

845 S 60th Street, #408

845 S 60th Street, #409 845 S 60th Street, #410

845 S 60th Street, #410

845 S 60th Street, #412

845 S 60th Street, #413

845 S 60th Street, #414

845 S 60th Street, #415

845 S 60th Street, #416 845 S 60th Street, #501 845 S 60th Street, #502 845 S 60th Street, #503 845 S 60th Street, #504 845 S 60th Street, #505 845 S 60th Street, #506 845 S 60th Street, #507 845 S 60th Street, #508 845 S 60th Street, #509 845 S 60th Street, #510 845 S 60th Street, #511 845 S 60th Street, #512 845 S 60th Street, #513 845 S 60th Street, #514 845 S 60th Street, #515 845 S 60th Street, #516

Property: Reeds Crossing

County: Dallas

Legal: Reeds Crossing Plat 15, Lot 15

Parcel #: 1612414012 Previous Address: 6648 Cody Dr

New Address: retired

Reason: unused address: corner lot

Property: Paradise Pointe

County: Dallas

Legal: Paradise Pointe Lot 3

Parcel #: 1613252004 Previous Address: 460 S 68th Street

New Address: retired

Reason: lot combined for one building

**Property:** Paradise Pointe

County: Dallas

Legal: Paradise Pointe Lot 2 & 3

Parcel #: 1613252003 Previous Address: 440 S 68th Street

Reason: new multi-tenant commercial building

New Address: 440 S 68th Street, Suite 101

440 S 68th Street, Suite 102 440 S 68th Street, Suite 103 440 S 68th Street, Suite 104 440 S 68th Street, Suite 105 440 S 68th Street, Suite 106 440 S 68th Street, Suite 107 440 S 68th Street, Suite 108 440 S 68th Street, Suite 108 Prepared by: L.Twedt, Development Services, PO Box 65320, W.D.M., IA 50265-0320, 515-222-3620
When Recorded, Return to: City Clerk, City of West Des Moines, PO Box 65320, West Des Moines, IA 50265-0320

#### RESOLUTION

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

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

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

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

<u>SECTION 1</u>. The addressing and readdressing of the properties indicated in attached Exhibit A or as amended orally at the City Council meeting of June 15, 2015 are approved and shall be deemed official and become effective immediately.

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

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

PASSED AND ADOPTED on June 15, 2015.		
ATTEST:	Steve Gaer, Mayor	
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 June 15, 2015, by the following vote:

ATTE	ST:		
	Ryan T. Jacobson		
	City Clerk		

#### Exhibit A Addressed & Readdressed Parcels

#### WARREN COUNTY

Property: Fox Valley
County: Warren

Legal: Fox Valley Plat 2, Lot 1

Parcel #: 92800020010

Previous Address: 4588 S Beaverbrook Trail
New Address: 4588 Beaverbrook Trail

Reason: County data incorrectly indicating with 'S' prefix

(\*No 'S' prefix for any address off of Beaverbrook Trail)

# CITY OF WEST DES MOINES CITY COUNCIL MEETING COMMUNICATION

**ITEM:** Resolution to Approve Compensation

- City Manager

**DATE:** June 15, 2015

**FINANCIAL IMPACT:** Funds have been included in the current budget to cover the cost of this pay increase.

#### **BACKGROUND:**

An evaluation form was distributed to the Mayor and City Council and the results clearly indicate a strong degree of confidence in the City Manager. In addition, a salary survey of comparable cities was also obtained and evaluated. The City has been very well served by the capable and dedicated efforts of the City Manager, Tom Hadden.

Based on a current salary of \$177,000/year, this resolution authorizes a new salary of \$183,200/year. This represents a 3.5% annual increase to base salary. In addition, the resolution authorizes \$4,800/year in a car allowance and an additional contribution of \$4,000 (total of \$27,000) to deferred compensation. (Note that the City does not make any contributions to IPERS.)

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

**RECOMMENDATION:** City Council Adopt the Resolution approving the increase in compensation for the City Manager

Lead Staff Member:	Jane Pauba Dodge, Hu	ıman Resources Director
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STAFF	REV	<b>IEWS</b>
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D	
Department Director	Jane Pauba Dodge, Human Resources Director
Appropriations/Finance	
Legal	77
	0-0
Agenda Acceptance	<i>K7</i> 9

PUBLICATION(S) (if applicable)

	<u> </u>
Published In	
Dates(s) Published	·

**SUBCOMMITTEE REVIEW** (if applicable)

Committee	Yes		
Date Reviewed	F&A		
Recommendation	Yes	No	Split

#### RESOLUTION

WHEREAS, on May 1, 2014 the City Manager began employment with the City of West Des Moines, and

WHEREAS, an annual performance evaluation is to occur on or about the anniversary of the City Manager's hire date, and

WHEREAS, in conjunction with the annual evaluation a compensation adjustment may be made; and,

WHEREAS, the annual performance evaluation of the City Manager has been completed and a compensation increase has been recommended;

WHEREAS, pursuant to West Des Moines City Code, Title 7, Article B-2, the City Council is to establish by resolution the compensation of the City Manager.

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

- Pursuant to West Des Moines City Code Title 7, Article B-2 the annual compensation of the City Manager shall be increased from \$177,000/year to \$183,200/year; that \$4,800/year be allocated to a car allowance and an additional \$4,000/year be contributed to the City Manager's deferred compensation pension plan.
- 2. The effective date of the compensation increases shall be May 1, 2015.

PASSED AND APPROVED this 15th day of June, 2015.

	Steven K. Gaer, Mayor	
ATTEST:		

## CITY OF WEST DES MOINES CITY COUNCIL MEETING COMMUNICATION

## ITEM:

**DATE:** June 15, 2015 Resolution - Approving Supplemental Agreement Fiber Interconnect Red Route

Lan-Tel Communication Services

## **FINANCIAL IMPACT:**

The Supplemental Agreement associated with the furnishing and installation of security bolts is not to exceed \$14,025.76. Payments will be paid from budgeted account no. 4267.77.820.6.7910 with all costs being reimbursed by Microsoft.

#### **BACKGROUND:**

On February 9, 2015, the City of West Des Moines executed a contract with Lan-Tel Communication Services for the construction of a fiber optic conduit. During construction, Microsoft requested changes to the security measures at each access location. Specialized security bolts were specified requiring extra lead time to manufacture. The estimated delivery of the security bolts occurs after the completion date of the original contract. A supplemental agreement to furnish and install the security bolts will allow the completion date of the original contract to remain in effect.

The attached agreement sets forth the obligations of the parties, including the timeframe within which to complete installation of the security bolts. The agreement also requires the Contractor to provide a maintenance bond for the security bolts upon acceptance by the City.

#### **OUTSTANDING ISSUES:**

None.

#### **RECOMMENDATION:**

City Council Adopt:

- Resolution Approving Supplemental Agreement.

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

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)

PUBLICATION(S) (if applicable)	SUBCOMMITTEE REVIEW (if applicable)		cable)	
Published In	Committee		ublic Worl	
Dates(s) Published	Date Reviewed	June 8, 2015		5
	Recommendation	Yes	No	Split

## APPROVAL OF SUPPLEMENTAL AGREEMENT WITH LAN-TEL COMMUNICATION SERVICES REGARDING THE FIBER INTERCONNECT RED ROUTE PUBLIC IMPROVEMENT PROJECT 0510-052-2014

WHEREAS, on February 9, 2015 the City of West Des Moines executed a contract with Lan-Tel Communication Services for the construction of a fiber optic conduit; and,

WHEREAS, due to conditions beyond the control of the Contractor a portion of the work will not be complete for a period of more than sixty days following substantial completion; and,

WHEREAS, representatives of the City and the Contractor have negotiated a Supplemental Agreement as allowed by Iowa Code 573.27 setting forth the terms and conditions of completing the work; and,

WHEREAS, approval of the Supplemental Agreement is in the best interest of the City of West Des Moines. therefore,

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

- 1. The Supplemental Agreement to the contract between the City of West Des Moines and Lan-Tel Communication Services executed on February 9, 2015 is approved.
- 2. The Mayor is authorized to sign the Supplemental Agreement and the City Clerk is directed to attest the Mayor's signature

PASSED AND APPROVED this 15th day of June, 2015.

# SUPPLEMENTAL AGREEMENT OF THE FIBER INTER-CONNECT (RED ROUTE) PUBLIC IMPROVEMENT CONTRACT BETWEEN THE CITY OF WEST DES MOINES, IOWA AND LAN-TEL COMMUNICATIONS SERVICES, INC.

THIS SUPPLEM	/IENTAL AGREEMEN	NT IS MADE BETWEE	EN THE CITY OF WEST DES MO	INES, an Iowa
municipal corporation	າ ("City") and LAN-T	TEL COMMUNICATION	ONS SERVICES, INC. a Missouri	corporation
("Lan-Tel") on this	_ day of	, 2015.		-

The parties acknowledge that Lan-Tel entered into the Fiber Inter-Connect (Red Route) public improvement contract ("Contract") with the City on or about February 18, 2015 and that the Contract includes work which cannot proceed within sixty days of completing at least ninety-five percent of the Contract.

Pursuant to lowa Code §573.27 and the provisions and requirements of the Contract, the parties agree in this Supplemental Agreement as follows:

- 1. The City will accept the Project and Lan-Tel will provide a maintenance bond for all work other than the work included in this Supplemental Agreement. The period of the maintenance bond to be provided for the Project, other than the work included in this Supplemental Agreement, will begin on the date of acceptance of the Project by the City ("Project Acceptance"). Upon Project Acceptance, the City will pay Lan-Tel all retainage for the Project, excluding the work included in this Supplemental Agreement.
- Following substantial completion of the Project, Lan-Tel will furnish and install two (2)
   McGard security bolts to replace Penta Bolts in each fiber optic pull box and vault
   included in Contract totaling one hundred twelve (112) security bolts.
- 3. Installation of McGard security bolts shall be complete by September 4, 2015.
- 4. The lump sum price for McGard security bolt installation shall be as shown on the Change Order attached as Exhibit "A" and made part of this Supplemental Agreement.
- 5. Separate maintenance bond coverage for security bolts installed, as provided by this Supplemental Agreement, shall begin on the date of acceptance by the City. Within thirty (30) days of acceptance by the City retainage on security bolt installation shall be paid to Lan-Tel.
- 6. Unless the parties agree otherwise, this Supplemental Agreement shall terminate upon acceptance of security bolt installation.

LAN-TEL COMMUNICATIONS S a Missouri Corporation	ERVICES, INC.,
	ត្តា
Scott Niemeyer Vice President/Secretary	
COUNTY OF JACKSON	) )ss
STATE OF MISSOURI	
This document was ack by Scott Niemeyer as Vice Pres behalf of whom this document	knowledged before me on this day of, 2015 ident/Secretary of Lan-Tel Communications Services, Inc. on was executed.
	Notary, State of Missouri
CITY OF WEST DES MOINES, ION an lowa municipal corporation	WA
Steven K. Gaer Mayor	
ATTEST:	
Ryan T. Jacobson, CMC City Clerk	
STATE OF IOWA	) )ss
COUNTY OF POLK	)
Gaer and Ryan T. Jacobson, to n City of West Des Moines, Iowa of as approved by West Des Moines	, 2015, before me personally appeared Steven K. ne known to be the Mayor and City Clerk, respectively, of the on behalf of whom this document was signed by authority of and es City Council as contained in Resolution No.
passed on the day of	
	Notary, State of Iowa



Lan-Tel Communications And Underground Services, Inc. A WBE Company

520 N MO Hwy 7

Independence, MO 64056

Office: 816-650-5038

Fax: 816-650-5862

Quote Date:

5/13/2015

Version:

2

#### **CHANGE ORDER**

#### West Des Moines (Red Route)

#### West Des Moines IA

#### **Project Description:**

Provide two (2) McGard Bolts for each of the manholes and/or handholes installed on the Red Route. Totaling 112 McGard Bolts

Due to the manufacturers lead times on the McGard bolts, this portion of the work will not pertain to the substantial completion of this project and therefore will not effect the liquidated damages portion of the contract.

Quotation Prepared By:
Stephen Havelka
Project Estimator
(816)-650-5038 Ext 212
shavelka@lantelkc.com

Refer to attached Scope of Work Sheet(s) - Attachment A

This Quote is Valid until: 6/13/2015

After that date, the proposal is subject to price verification/adjustment.

	Grand Total (including material, labor, and taxes) = \$14,025.76
Printed Name	Title
Signature	Date

#### 1.0 General / Project Overview

- 1.01 This Change Order was prepared by Stephen Havelka, shavelka@lantelkc.com
- 1.02 Lan-Tel shall furnish and install McGard Bolts to replace Penta Bolts for the Red Route only Fiber Project in West Des Moines. This installation will be per the directions provided by the city of West Des Moines and Civil Design Advantage.

#### 2.0 OSP Construction - Manhole/Handhole Bolt

- 2.01 Lan-Tel Shall install the provided Penta bolt that is provided with each structure.
- 2.02 The current lead time for the McGard Bolts is 8-10 weeks. Once Lan-Tel receives delivery of the bolts, Lan-Tel shall go through and remove the Penta bolts and install the new McGard bolt.
- 2.03 Lan-Tel shall only install the new McGard bolt in the structures that will be installed. McGard bolts for the manholes or handholes that are to be furnished but not installed, will be the responsibility of others.

#### 3.0 Quality of Work

- 3.01 Lan-Tel's installation practices will be governed by EIA/TIA Telecommunications Building Wiring Standards, the BICSI Telecommunication Distribution Methods Manual and local building codes.
- 3.02 All work shall be done in accordance with the respective drawings, written specifications, supplemental information, industry standards, trade practice, and applicable regulatory agencies.
- 3.03 All work shall be performed by competent personnel and executed in a neat and workmanlike manner providing a thorough and complete installation.
- 3.04 Any work deemed inferior shall be reported to Lan-Tel for immediate corrective action.
- 3.05 Lan-Tel shall be responsible on a daily basis for cleanup and removal of all debris resulting from work performed by Lan-Tel. Upon completion of the project, Lan-Tel shall remove all tools, equipment, obstructions or debris present as a result of Lan-Tel's portion of the overall project.

#### 4.0 Schedule

4.01 Lan-Tel's normal work schedule for this project shall be Monday - Friday, 8:00am - 5:00pm. Work beyond this schedule requires the approval of Lan-Tel or overtime rates will be charged to the Customer via a Change Order.

#### 5.0 Project Management

- 5.01 Lan-Tel shall provide project management/coordination to monitor and control all technical and administrative support activities related to this SOW.
- 5.02 Lan-Tel shall provide qualified on-site installation supervision.
- 5.03 Lan-Tel shall, upon completion of inspection and review of site, establish a schedule to accomplish the objectives of this project and submit to Client.
- 5.04 Lan-Tel shall provide a Progress Report that shall highlight all completed and work scheduled during the project.

#### 6.0 Warranty

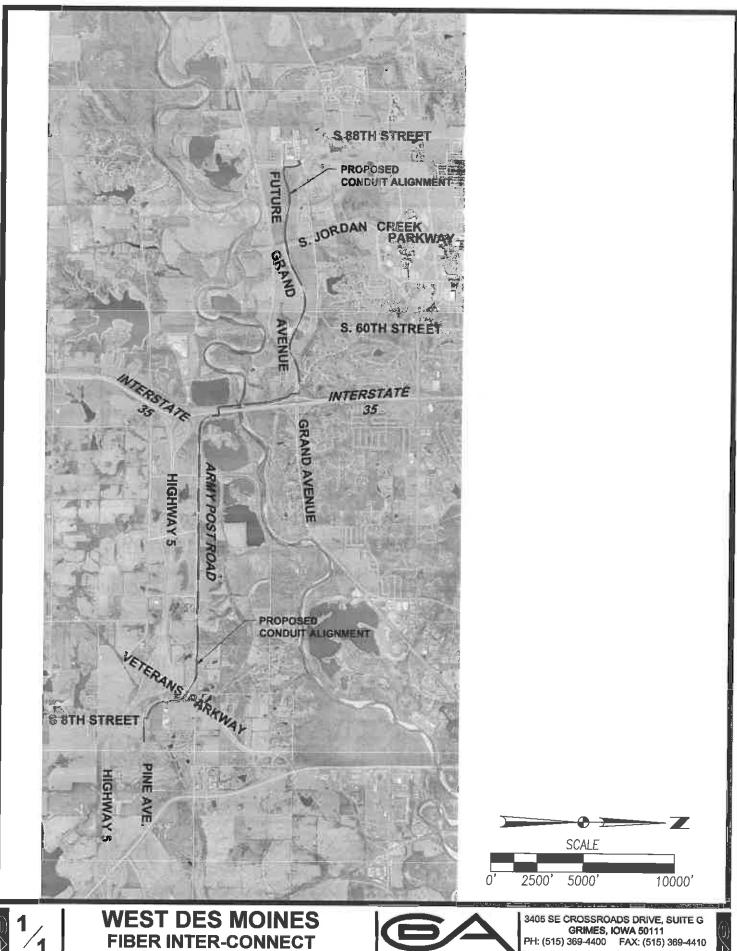
- 6.01 Lan-Tel's proposal includes a 1-Year labor warranty.
- 6.02 Lan-Tel warrants that: (i) For a period of one (1) year following completion of the Project, Services provided will have been performed in a workmanlike manner and (ii) Any material provided will be free from defects for a period of one (1) year following completion of the project.
- 6.03 If Lan-Tel responds to a Client's request for repairs during the warranty period and determines that the problem(s) is not covered by the contracted warranties, Lan-Tel will invoice and Client agrees to pay Lan-Tel a minimum two (2)-hour service charge (at Lan-Tel's then current hourly rates).
- 6.04 All manufacturers' warranties that extend past the Lan-Tel standard warranty period will be passed through to Client. Warranty issues outside the Lan-Tel standard warranty period must be negotiated direct between Client and the Manufacturer.

## 7.0 Changes to the Scope of Work

- 7.01 After the project begins Lan-Tel will not perform any verbally-requested change orders. Any work not specifically outlined within this Scope of Work is deemed to be Out of Scope and subject to the Change Order process. Lan-Tel has endeavored to provide accurate counts of equipment, cabling, etc. based on the information provided within the RFP.
- 7.02 If Client requests additional connections Lan-Tel can provide these connections on a "Change Order" basis.
- 7.03 All Change Orders will be accepted in written form and approved by Client and Lan-Tel prior to commencement of work on Change Order Requests.

## 8.0 Exclusions

- 8.01 This proposal does not include any costs associated with third party/independent quality assurance or testing.
- 8.02 This proposal does not include any bid, performance or payment bonds (or associated costs).
- 8.03 This proposal does not include grounding and bonding of existing equipment, manholes or cabling.



1405.232

FIBER INTER-CONNECT RED ROUTE WEST DES MOINES, IOWA



TECH:

## CITY OF WEST DES MOINES CITY COUNCIL MEETING COMMUNICATION

DATE: June 15, 2015

## **ITEM:**

Resolution – Acceptance of Iowa Clean Air Attainment Program (ICAAP) Funds Adaptive traffic signal controls on 50<sup>th</sup> Street and 60<sup>th</sup> Street

## **FINANCIAL IMPACT:**

The estimated cost for the project is \$497,450.00. The City is receiving \$397,960.00 in ICAAP funds for the 50<sup>th</sup> Street/60<sup>th</sup> Street traffic adaptive signal controls project. The City's share in the cost will be \$99,490.00. Payments for the City's share in cost will be made from budgeted account number 3506.75.820.6.7910.

## **BACKGROUND:**

ICAAP funds were applied for by the City and award approved by the Iowa Department of Transportation to install adaptive traffic signal controls at six intersections on 50<sup>th</sup> Street from Ashworth Road to Corporate Drive and seven intersections along 60<sup>th</sup> Street from Ashworth Road to the Methodist West/Iowa Clinic access. With this project, 73 of our 111 signalized intersections will be under adaptive traffic control.

This resolution will accept the Iowa Clean Air Attainment Program (ICAAP) funds for the project and authorize the City Clerk to sign the agreement.

## **RECOMMENDATION:**

City Council Adopt:

- Resolution accepting ICAAP funds for the installation of adaptive traffic signal control equipment at six intersections along 50<sup>th</sup> Street, seven intersections along 60<sup>th</sup> Street and authorizing the Mayor and City Clerk to sign the agreement.

Lead Staff Member: <u>Jim Dickinson, P.E.</u>

#### STAFF REVIEWS

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

## PUBLICATION(S) (if applicable)

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Published In	Committee	P	ublic Wor	ks
Dates(s) Published	Date Reviewed			
	Recommendation	Yes	No	Split

SUBCOMMITTEE REVIEW (if applicable)

# RESOLUTION ACCEPTING IOWA CLEAN AIR ATTAINMENT PROGRAM (ICAAP) FUNDS

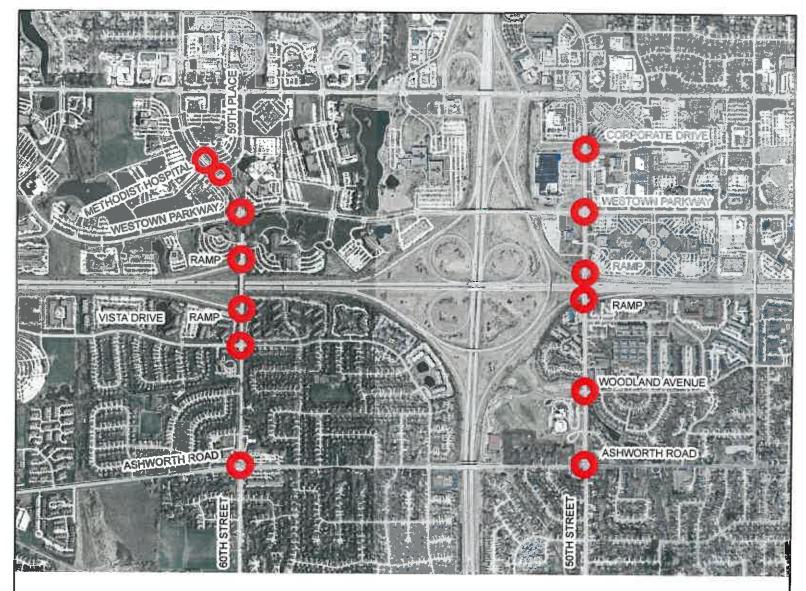
WHEREAS, the City Council of the City of West Des Moines strongly promotes the reduction of traffic congestion and the protection of our environment and has been awarded Iowa Clean Air Attainment Program (ICAAP) funds for the installation of traffic adaptive signal controls at six intersections on 50<sup>th</sup> Street from Ashworth Road to Corporate Drive and seven intersections along 60<sup>th</sup> Street from Ashworth Road to Methodist Hospital Entrance.

therefore,

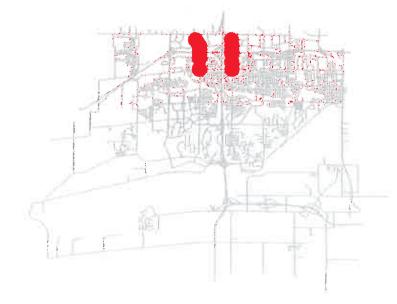
**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA,** authorization is given to the City Clerk to sign agreements for Iowa Clean Air Attainment Program (ICAAP) funds for installation of adaptive traffic signal controls along 50<sup>th</sup> Street and 60<sup>th</sup> Street.

PASSED AND APPROVED this 15th day of June, 2015.

	Steven K. Gaer, Mayor
ATTEST:	
Dyon T. Josephan	
Ryan T. Jacobson City Clerk	



## **VICINITY MAP**



<u>LEGEND</u>

PROJECT LOCATION





DEPARTMENT OF PUBLIC WORKS ENGINEERING DIVISION

560 S. 16TH STREET (515)222-3475 WEST DES MOINES, IOWA 50265 FAX NO. (515)222-3478 PROJECT:

**ICAAP** Funding

LOCATION:

Various Locations along 50th and 60th Streets

DRAWN BY: REF

DATE: 8/25/2014

SHT. 1 OF 1

# CITY OF WEST DES MOINES CITY COUNCIL MEETING COMMUNICATION

**DATE:** June 15, 2015

ITEM:

Resolution - Order Preparation of Plans and Specifications - Valley View Park

**Basketball Courts** 

**FINANCIAL IMPACT:** Expense of \$35,200 including reimbursables to be paid from funds budgeted in FY 15-16 in the Valley View Park C.I.P. account (6564.75.840.6.7920). There is a total proposed budget of \$269,000 for this project.

**BACKGROUND:** The Council is asked to approve an agreement with Shive Hattery for design services for construction and bid document services for the Valley View Park Basketball Courts project. The project involves construction of two lighted basketball courts with sidewalk connections to the existing parking lot on the west side of the park off 88th Street.

The scope of services includes a topographic survey, base map, site layout plan, and preliminary plans and details for lighting, sidewalk connections, grading including erosion control, electrical distribution and site restoration. The scope also includes cost estimates, construction documents, bidding, and construction phase services. Further details on the scope can be found in the attached proposal letter from Shive Hattery dated May 29, 2015 that is included as an attachment to the City's standard agreement.

**OUTSTANDING ISSUES: None** 

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

Lead Staff Member: Sally Ortgies

OTALL INTAILIAS	_
Department Director	Sh for Gary Soft
Appropriations/Finance	46
Legal	'/
Agenda Acceptance	RTA

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

Published In	
Dates(s)	
Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee		N/A	
Date Reviewed			
Recommendation	Yes	No	Split

# Resolution Directing Preparation of Plans and Specifications, Form of Contract, and Estimate of Cost

WHEREAS, the FY 2015-16 City Budget request includes a request for funding for the following described public improvement:

## Valley View Park Basketball Courts

and.

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

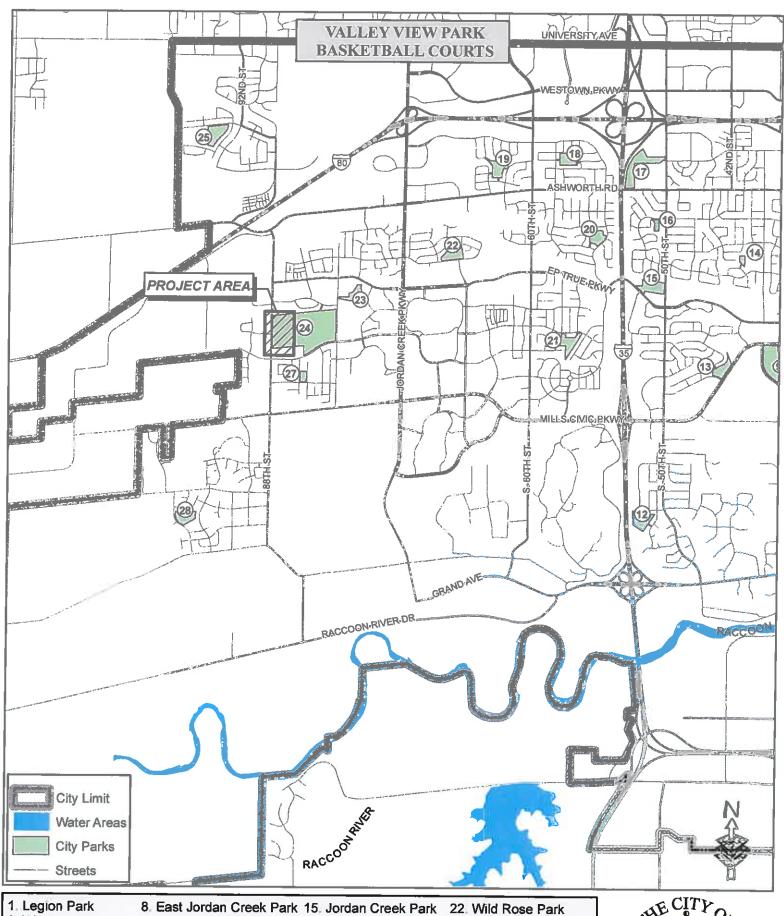
WHEREAS, Parks and Recreation Department staff have recommended Plans, Specifications, Form of Contract, and Estimate of Cost be prepared by Shive Hattery of West Des Moines, Iowa;

Therefore,

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

PASSED AND APPROVED this 15th day of June, 2015.

ATTEST;	Steven K. Gaer, Mayor
Ryan Jacobson, City Clerk	



- 2 Wilson Park
- 3. Holiday Park
- 4. Florer Park
- 5. Fairmeadows Park 12. Quail Cove Park 6. Pearson Park
- 7 Kiwanis Park
- 9. Southwoods Park
- 10 Raccoon River Park
- 11. Scenic Valley Park
- 13 Ashawa Park
- 14 Western Hills Park
- 16. Knolls Park
- 17 CrossRoads Park
- 18. Jaycee Park
- 19 Peony Park
- 20 Meadowview Park
- 21. Willow Springs Park 28. Woodland Hills Park
- 23 Brookview Park
- 24 Valley View Park
- 25 Maple Grove Park
- 26 Railroad Park
- 27. Huston Ridge Park



## AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This Agreement is made and entered into this _	15th	day of	June	, 2015,	by and between
the CITY OF WEST DES MOINES, a municipa	il corpora	ation, herein	after referre	ed to as "Cit	ty", and
Shive Hattery		, (Fed. I.D. #	ŧ .		), a professional
corporation incorporated and licensed under the laws of the State of Iowa, party of the second part,					
hereinafter referred to as "Consultant" as follow	/S:			•	• 7

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

## 1. SCOPE OF SERVICES

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

#### 2. SCHEDULE

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

#### 3. COMPENSATION

- A. In consideration of the professional services provided herein, the City agrees to pay the Consultant the following sum, pursuant to the Schedule of Fees set forth in Attachment A.
  - I. Basic Services of the Consultant \$35,200.00
- B. The Consultant shall invoice the City monthly for services, based upon services actually completed at the time of the invoice. Final payment shall be due and payable within 30 days of the City's acceptance of Consultant's submission of final deliverables in accordance with the Scope of Services.
- C. In consideration of the compensation paid to the Consultant, the Consultant agrees to perform all professional services to the satisfaction of the City by performing the professional services in a manner consistent with that degree of care and skill ordinarily exercised by members of Consultant's profession currently practicing under similar circumstances. If the performance of this Agreement involves the services of others or the furnishing of equipment, supplies, or materials, the Consultant agrees to pay for the same in full.

## 4. INSURANCE

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

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

#### 5. NOTICE

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

FOR THE CITY: FOR THE CONSULTANT:

Name: City of West Des Moines Name: Shive Hattery, Inc. Attn: Ryan T. Jacobson, City Clerk Attn: Craig Erickson

Address: 4125 Westown Parkway, Suite 100 Address: 4200 Mills Civic Parkway City, State: West Des Moines, IA 50265-0320

City, State: West Des Moines, IA 50266

## 6. GENERAL COMPLIANCE

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

#### 7. STANDARD OF CARE

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

#### 8. INDEPENDENT CONTRACTOR

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

#### 9. NON-DISCRIMINATION

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

#### 10. HOLD HARMLESS

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

#### 11. ASSIGNMENT

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

#### 12. APPROPRIATION OF FUNDS

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

#### 13. AUTHORIZED AMENDMENTS TO AGREEMENT

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

## 14. OWNERSHIP OF CONSULTING DOCUMENTS

All sketches, tracings, plans, specifications, reports, and other data prepared under this Agreement shall become the property of the City; a reproducible set shall be delivered to the City at no additional cost to the City upon completion of the plans or termination of the services of the Consultant. All

drawings and data shall be transmitted in a durable material, with electronic files provided when feasible to do so. The Consultant's liability for use of the sketches, tracings, plans, specifications, reports, and other data prepared under this Agreement shall be limited to the Project.

#### 15. INTERPRETATION

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

## 16. COMPLIANCE WITH FEDERAL LAW

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

## 17. SOLICITATION AND PERFORMANCE

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

## 18. SUSPENSION AND TERMINATION OF AGREEMENT

- A. The right is reserved by the City to suspend this Agreement at any time. Such suspension may be effected by the City giving written notice to the Consultant, and shall be effective as of the date established in the suspension notice. Payment for Consultant's services shall be made by the City for services performed to the date established in the suspension notice. Should the City reinstate the work after notice of suspension, such reinstatement may be accomplished by thirty (30) days written notice within a period of six (6) months after such suspension, unless this period is extended by written consent of the Consultant.
- B. Upon ten (10) days written notice to the Consultant, the City may terminate the Agreement at any time if it is found that reasons beyond the control of either the City or Consultant make it impossible or against the City's interest to complete the Agreement. In such case, the Consultant shall have no claims against the City except for the value of the work performed up to the date the Agreement is terminated.
- C. The City may also terminate this Agreement at any time if it is found that the Consultant has violated any material term or condition of this Agreement or that Consultant has failed to maintain workers' compensation insurance or other insurance provided for in this Agreement. In the event of such default by the Consultant, the City may give ten (10) days written notice to the Consultant of the City's intent to terminate the Agreement. Consultant shall have ten (10) days from notification to remedy the conditions constituting the default.
- D. In the event that this Agreement is terminated in accordance with paragraph C of this section, the City may take possession of any work and may complete any work by whatever means the City may select. The cost of completing said work shall be deducted from the balance which would have been due to the Consultant had the Agreement not been terminated and work completed in accordance with contract documents.

E. The Consultant may terminate this Agreement if it is found that the City has violated any material term or condition of this Agreement. In the event of such default by the City, the Consultant shall give ten (10) days written notice to the City of the Consultant's intent to terminate the Agreement. City shall have ten (10) days from notification to remedy the conditions constituting the default.

#### 19. TAXES

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

#### 20. SEVERABILITY

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

#### 21. MISCELLANEOUS HEADINGS

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

#### 22. FURTHER ASSURANCES

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

## 23. COUNTERPARTS

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

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

CONSULTANT	CITY OF WEST DES MOINES
BY:	BY: Ryan T. Jacobson, City Clerk

## ATTACHMENT A

## **SCOPE OF SERVICES**

Included with cover letter noted as "Professional Services Agreement" dated May 29, 2015

## PROJECT SCHEDULE

Survey Services (Topographic Survey) July, 2015

Design Services July/August, 2015

Project Bidding August, 2015

Construction Phase Services September/October, 2015

## SCHEDULE OF FEES

Included with cover letter noted as "Professional Services Agreement" dated May 29, 2015

Lump Sum Fee

\$35,200



## PROFESSIONAL SERVICES AGREEMENT

ATTN: Dave Sadler

CLIENT: City of West Des Moines, IA

4200 Mills Civic Parkway

PO Box 65320

West Des Moines, IA 50265-0320

PROJECT: City of West Des Moines - Valley View Park Basketball Court

PROJECT LOCATION: West Des Moines, IA

DATE OF AGREEMENT: May 29, 2015

## **PROJECT DESCRIPTION**

The project consists of a new, lighted basketball court at Valley View Park with sidewalk connections. Develop construction documents for the purpose of public bidding for the construction of a basketball court and lighting and sidewalk connections.

## **SCOPE OF SERVICES**

We will provide the following services for the project:

Civil Engineering, Landscape Architecture, Electrical Engineering and Land Surveying

These services will consist of the following tasks:

- Obtain topographic survey and develop a base map of existing conditions for the project area.
- 2. Preparation of a site layout for review and approval. The site layout plan will show layout for a basketball court, proposed court lighting and sidewalks connections.
- Upon review and approval of the site layout plan, we will prepare preliminary plans and details
  for lighting, sidewalk connections, grading including erosion control, electrical distribution and
  site restoration.
- 4. Preparation of a preliminary opinion of probable construction costs.
- Upon your review and approval of the preliminary plans and opinion of probable construction cost, prepare construction documents incorporating your review comments.
- Construction and bidding documents will be formatted per City of West Des Moines standards
  Technical project specification will be provided as on-plan notes or as technical specifications
  as required.
- Update the opinion of probable construction cost.
- Provide bidding assistance including: provide clarification of documents and answer contractor questions, issue addenda as needed, prepare tabulations of bids and provide recommendation to the City regarding award of contract.
- Assist the City with the following construction phase services including:



- a. Facilitate pre-construction conference
- b. Provide response to contractor and City's questions relative to design intent.
- Provide contract administration: review of submittals, pay applications, negotiate and approve change orders, process changes to the contract, approve final project acceptance.
- d. Provide limited construction observation for general conformance with plans and specification up to a maximum of four (4) site visits.
- e. Provide construction staking (single trip) to provide grade stakes and limits of proposed improvements.

#### **CLIENT RESPONSIBILITIES**

It will be your responsibility to provide the following:

- Identify a Project Representative with full authority to act on behalf of the Client with respect to this project. The Client Project Representative shall render decisions in a timely manner in order to avoid delays of Shive-Hattery's services.
- Legal, accounting, and insurance counseling services or other consultants, including geotechnical, or vendors that may be necessary. The Client shall coordinate these services with those services provided by Shive-Hattery.
- 3. Provide to Shive-Hattery any available drawings, survey plats, testing data and reports related to the project, either hard copy or electronic media. Electronic media is preferred.
- 4. Unless specifically included in the Scope of Services to be provided by Shive-Hattery, the Client shall furnish tests, inspections, permits and reports required by law, regulation or code including but not limited to hazardous materials, structural, mechanical, chemical, air pollution and water pollution tests.
- 5. Provide geotechnical reports that generate paving recommendations.

#### **SCHEDULE**

We will begin our services upon receipt of this Agreement executed by you which will serve as a notice to proceed. The project is intended to be constructed in the Fall of 2015

We will meet with you to develop a mutually agreed-upon schedule for the Scope of Services.

#### COMPENSATION

Description	Fee Type	Fee	Estimated Expenses	Total
Survey Services: Topographic Survey	Fixed Fee	\$2,500	Included	\$2,500
Design Services:	Fixed Fee	\$27,200	Included	\$27,200
Construction Phase Services	Fixed Fee	\$5,500	Included	\$5,500

#### **ESTIMATED TOTAL**

## \$35,200

#### Included

## \$35,200

#### Fee Types:

Fixed Fee - We will provide the Scope of Services for the fee amount(s) listed above.



#### Expenses:

Included – Expenses have been included in the Fee amount.

The terms of this proposal are valid for 30 days from the date of this proposal.

#### **ADDITIONAL SERVICES**

The following are additional services you may require for your project. We can provide these services at hour standard hourly rate:

- 1. Coordination of geotechnical soils report.
- 2. Administration of the bid process and solicitation of competitive bids.
- 3. Design and/or coordination of an electrical transformer.
- 4. Storm water calculations and design.
- 5. Development of a Minor Modification submittal.
- 6. Permitting.
- 7. Prepare advertisements, front-end documents and coordinate the bidding process.

#### **OTHER TERMS**

#### STANDARD TERMS AND CONDITIONS

Copyright © Shive-Hattery July 2013

#### **PARTIES**

"S-H" shall mean Shive-Hattery, Inc., Shive-Hattery A/E Services, P.C., or Design Organization, a Division of Shive-Hattery, Inc. "CLIENT" shall mean the person or entity executing this Agreement with "S-H."

## LIMITATION OF LIABILITY AND WAIVER OF CERTAIN DAMAGES

The CLIENT agrees, to the fullest extent of the law, to limit the liability of S-H, its officers, directors, shareholders, employees, agents, subconsultants, affiliated companies, and any of them, to the CLIENT and any person or entity claiming by or through the CLIENT, for any and all claims, damages, liabilities, losses, costs, and expenses including reasonable attorneys' fees, experts' fees, or any other legal costs, in any way related to the Project or Agreement from any cause(s) to an amount that shall not exceed the compensation received by S-H under the agreement or fifty thousand dollars (\$50,000), whichever is greater. The parties intend that this limitation of liability apply to any and all liability or cause of action, claim, theory of recovery, or remedy however alleged or arising, including but not limited to negligence, errors or omissions, strict liability, breach of contract or warranty, express, implied or equitable indemnity and all other claims, which except for the limitation of liability above, the CLIENT waives.

CLIENT hereby releases S-H, its officers, directors, shareholders, employees, agents, subconsultants, affillated companies, and any of them, and none shall be liable to the CLIENT for consequential, special, exemplary, punitive, indirect or incidental losses or damages, including but not limited to loss of use, loss of product, cost of capital, loss of goodwill, lost revenues or loss of profit, interruption of business, down time costs, loss of data, cost of cover, or governmental penalties or fines.

#### **INDEMNIFICATION**

Subject to the limitation of liability in this Agreement, S-H agrees to the fullest extent permitted by law, to indemnify and hold harmless the CLIENT, its officers, directors, shareholders, employees, contractors, subcontractors and consultants against all claims, damages, liabilities, losses or costs, including reasonable attorneys' fees, experts' fees, or other legal costs to the extent caused by S-H's negligent performance of service under this Agreement and that of its officers, directors, shareholders, and employees.

The CLIENT agrees to the fullest extent permitted by law, to Indemnify and hold harmless S-H, its officers, directors, shareholders, employees, agents,, subconsultants, and affiliated companies against all damages, liabilities, losses, costs, and expenses including, reasonable attorneys' fees, expert's fees, and any other legal costs to the extent caused by the acts or omissions of the CLIENT, its employees, agents, contractors, subcontractors, consultants or anyone for whom the CLIENT is legally flable.



#### **HAZARDOUS MATERIALS - INDEMNIFICATION**

To the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold S-H, its officers, directors, shareholders, employees, agents, consultants and affiliated companies, and any of them harmless from and against any and all claims, liabilities, losses, costs, or expenses including reasonable attorney's fees, experts' fees and any other legal costs (including without limitation damages to property, injuries or death to persons, fines, or penalties), arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acids, alkalies, toxic chemicals, liquids, gases, polychlorinated biphenyl, petroleum contaminants spores, biological toxins, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

#### STANDARD OF CARE

Services provided by S-H under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances on projects of similar size, complexity, and geographic location as that of the Project. Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other party.

#### **RIGHT OF ENTRY**

The CLIENT shall provide for entry for the employees, agents and subcontractors of S-H and for all necessary equipment. While S-H shall take reasonable precautions to minimize any damage to property, it is understood by the CLIENT that in the normal course of the project some damages may occur, the cost of correction of which is not a part of this Agreement.

#### PAYMENT

Unless otherwise provided herein, invoices will be prepared in accordance with S-H's standard invoicing practices then in effect and will be submitted to CLIENT each month and at the completion of the work on the project. Invoices are due and payable upon receipt by the CLIENT. If the CLIENT does not make payment within thirty (30) days after the date the invoice was mailed to the CLIENT, then the amount(s) due S-H shall bear interest due from the date of mailing at the lesser interest rate of 1.5% per month compounded or the maximum interest rate allowed by law. In the event that S-H files or takes any action, or incurs any costs, for the collection of amounts due it from the client, S-H shall be entitled to recover its entire cost for attorney fees and other collection expenses related to the collection of amounts due it under this Agreement. Any failure to comply with this term shall be grounds for a default termination.

#### **TERMINATION**

Either party may terminate this Agreement for convenience or for default by providing written notice to the other party. If the termination is for default, the non-terminating party may cure the default before the effective date of the termination and the termination for default will not be effective. The termination for convenience and for default, if the default is not cured, shall be effective seven (7) days after receipt of written notice by the non-terminating party. In the event that this Agreement is terminated for the convenience of either party or terminated by S-H for the default of the CLIENT, then S-H shall be paid for services performed to the termination effective date, including reimbursable expenses due, and termination expenses attributable to the termination. In the event the CLIENT terminates the Agreement for the default of S-H and S-H does not cure the default, then S-H shall be paid for services performed to the termination notice date, including reimbursable expenses due, but shall not be paid for services performed after the termination notice date and shall not be paid termination expenses. Termination expenses shall include expenses reasonably incurred by S-H in connection with the termination of the Agreement or services, including, but not limited to, closing out Project records, termination of subconsultants and other persons or entities whose services were retained for the Project, and all other expenses directly resulting from the termination.

#### **INFORMATION PROVIDED BY OTHERS**

S-H shall indicate to the CLIENT the information needed for rendering of services hereunder. The CLIENT shall provide to S-H such information, including electronic media, as is available to the CLIENT and the CLIENT's consultants and contractors, and S-H shall be entitled to rely upon the accuracy and completeness thereof. The CLIENT recognizes that it is difficult for S-H to assure the accuracy, completeness and sufficiency of such client-furnished information, either because it is provided by others or because of errors or omissions which may have occurred in assembling the information the CLIENT is providing. Accordingly, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless S-H, its officers, directors, shareholders, employees, agents, subconsultants and affiliated companies, and any of them, from and against any and all claims, liabilities, losses, costs, expenses (including reasonable attorneys' fees, experts' fees, and any other legal costs) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the CLIENT.

#### **UNDERGROUND UTILITIES**

Information for location of underground utilities may come from the CLIENT, third parties, and/or research performed by S-H or its subcontractors. S-H will use the standard of care defined in this Agreement in providing this service. The information that S-H must rely on from various utilities and other records may be inaccurate or incomplete. Therefore, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless S-H, its officers, directors, shareholders, employees agents, subconsultants, affiliated companies, and any of them for all claims, losses, costs and damages arising out of the location of underground utilities provided or any information related to underground utilities by S-H under this Agreement.



#### **CONTRACTOR MATTERS**

CLIENT agrees that S-H shall not be responsible for the acts or omissions of the CLIENT's contractor, or subcontractors, their employees, agents, consultants, suppliers or arising from contractor's or subcontractors' work, their employees, agents, consultants, suppliers or other entities that are responsible for performing work that is not in conformance with the construction Contract Documents, if any, prepared by S-H under this Agreement. S-H shall not have responsibility for means, methods, techniques, sequences, and progress of construction of the contractor, subcontractors, agents, employees, agents, consultants, or others entities. In addition, CLIENT agrees that S-H is not responsible for safety at the project site and that safety during construction is for the CLIENT to address in the contract between the CLIENT and contractor.

#### SHOP DRAWING REVIEW

If, as part of this Agreement S-H reviews and approves Contractor submittals, such as shop drawings, product data, samples and other data, as required by S-H, these reviews and approvals shall be only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. S-H's review shall be conducted with reasonable promptness while allowing sufficient time in S-H's judgment to permit adequate review. Review of a specific item shall not indicate that S-H has reviewed the entire assembly of which the item is a component. S-H shall not be responsible for any deviations from the contract documents not brought to the attention of S-H in writing by the Contractor. S-H shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

#### **OPINIONS OF PROBABLE COST**

If, as part of this Agreement S-H is providing opinions of probable construction cost, the CLIENT understands that S-H has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that S-H's opinions of probable construction costs are to be made on the basis of S-H's qualifications and experience. S-H makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

#### **CONSTRUCTION OBSERVATION**

If, as part of this Agreement S-H is providing construction observation services, S-H shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Contract Documents. Unless otherwise specified in the Agreement, the CLIENT has not retained S-H to make detailed inspections or to provide exhaustive or continuous project review and observation services. S-H does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, its subcontractors, employees, agents, consultants, suppliers or any other entities furnishing materials or performing any work on the project.

S-H shall advise the CLIENT if S-H observes that the contractor is not performing in general conformance of Contract Documents. CLIENT shall determine if work of contractor should be stopped to resolve any problems.

#### OTHER SERVICES

The CLIENT may direct S-H to provide other services including, but not limited to, any additional services identified in S-H's proposal. If S-H agrees to provide these services, then the schedule shall be reasonably adjusted to allow S-H to provide these services. Compensation for such services shall be at S-H's Standard Hourly Fee Schedule in effect at the time the work is performed unless there is a written Amendment to Agreement that contains an alternative compensation provision.

#### **OWNERSHIP & REUSE OF INSTRUMENTS OF SERVICE**

All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by S-H as instruments of service shall remain the property of S-H. The CLIENT shall not reuse or make any modifications to the plans and specifications without the prior written authorization of S-H. The CLIENT agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless S-H its officers, directors, shareholders, employees, agents, subconsultants and affiliated companies, and any of them from any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to any unauthorized reuse or modifications of the construction documents by the CLIENT or any person or entity that acquires or obtains the plans and specifications from or through the CLIENT without the written authorization of S-H.

#### **DISPUTE RESOLUTION**

If a dispute arises between S-H and CLIENT, the executives of the parties having authority to resolve the dispute shall meet within thirty (30) days of the notification of the dispute to resolve the dispute. If the dispute is not resolved within such thirty (30) day time period, CLIENT and S-H agree to submit to non-binding mediation prior to commencement of any litigation and that non-binding mediation is a precondition to any litigation. Any costs incurred directly for a mediator, shall be shared equally between the parties involved in the mediation.

#### **EXCUSABLE EVENTS**

S-H shall not be responsible for any event or circumstance that is beyond the reasonable control of S-H that has a demonstrable and adverse effect on S-H's ability to perform its obligations under this Agreement or S-H's cost and expense of performing its obligations under this Agreement (an "Excusable Event"), including without limitation, a change in law or applicable standards,



actions or inactions by a governmental authority, the presence or encounter of hazardous or toxic materials on the Project, war (declared or undeclared) or other armed conflict, terrorism, sabotage, vandalism, riot or other civil disturbance, blockade or embargos, explosion, epidemic, quarantine, strike, lockout, work slowdown or stoppage, accident, act of God, failure of any governmental or other regulatory authority to act in a timely manner, unexcused act or omission by CLIENT or contractors of any level (including, without limitation, failure of the CLIENT to furnish timely information or approve or disapprove of S-H's services or work product promptly, delays in the work caused by CLIENT, CLIENT's suspension, breach or default of this Agreement, or delays caused by faulty performance by the CLIENT or by contractors of any level). When an Excusable Event occurs, the CLIENT agrees S-H is not responsible for damages, nor shall S-H be deemed to be in default of this Agreement, and S-H shall be entitled to a change order to equitably adjust for S-H's increased time and/or cost to perform its services due to the Excusable Event.

#### **ASSIGNMENT**

Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.

#### **SEVERABILITY, SURVIVAL AND WAIVER**

Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the CLIENT and S-H shall survive the completion of the services hereunder and the termination of this Agreement. The failure of a party to insist upon strict compliance of any term hereof shall not constitute a waiver by that party of its rights to insist upon strict compliance at a subsequent date.

#### **GOVERNING LAW**

This Agreement shall be governed pursuant to the laws in the state of the locale of the S-H office address written in this Agreement.

#### **EQUAL EMPLOYMENT OPPORTUNITY**

It is the policy of S-H to provide equal employment opportunities for all. S-H enforces the following acts and amendments as presented by Federal government or State governments: Title VII of the Civil Rights Act of 1965, Age Discrimination in Employment ACT (ADEA), Americans With Disabilities Act (ADA), Iowa Civil Rights Act of 1965, and Illinois Human Rights Act [775ILCS 5]. S-H will not discriminate against any employee or applicant because of race, creed, color, religion, sex, national origin, gender identity, sexual orientation, marital status, ancestry, veteran status, or physical or mental handicap, unless related to performance of the job with or without accommodation.

#### **COMPLETE AGREEMENT**

This Agreement constitutes the entire and integrated agreement between the CLIENT and S-H and supersedes all prior negotiations, representations and agreements, whether oral or written. If the CLIENT issues a Purchase Order of which this Agreement becomes a part, the terms of this Agreement shall take precedence in the event of a conflict of terms.



## **AGREEMENT**

This proposal shall become the Agreement for Services when accepted by both parties. Original, facsimile, electronic signatures or other electronic acceptance by the parties (and returned to Shive-Hattery) are deemed acceptable for binding the parties to the Agreement. The Client representative signing this Agreement warrants that he or she is authorized to enter into this Agreement on behalf of the Client.

Thank you for considering this proposal. We look forward to working with you. If you have any questions concerning this proposal, please contact us.

## CITY OF WEST DES MOINES CITY COUNCIL MEETING COMMUNICATION

**DATE:** June 15, 2015

## ITEM:

Resolution - Accepting Work Pine Avenue Improvements - South 8th Street to East Corporate Limits Concrete Technologies, Inc.

## **FINANCIAL IMPACT:**

The total construction cost for the Pine Avenue Improvements - South 8th Street to East Corporate Limits was \$1,072,257.25 which was paid from budgeted Account No. 4261.77.820.6.7910. The original cost of the project was \$1,132,585.00. There were (3) Change Orders on the project that totaled (\$60,327.75).

## **BACKGROUND:**

Concrete Technologies, Inc. was working under an agreement dated September 22, 2014, for construction services for the paving of Pine Avenue from South 8th Street to the east corporate limits. This project is associated with Alluvion. Work on this project is substantially complete.

This action accepts the public improvements and authorizes staff to pay the retainage no sooner than 30 days.

#### **OUTSTANDING ISSUES:**

None.

## **RECOMMENDATION:**

City Council Adopt:

- Resolution Accepting Work

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

#### STAFF REVIEWS

DITTEL AUDITED	
Department Director	Duane Wittstock, City Engineer
Appropriations/Finance	Tim Stiles, Finance Director
Legal	Richard Scieszinski, City Attorney
Agenda Acceptance	RTQ (Q)

PUBLICATION(S) (if applicable)	SUBCOMMITTE	SUBCOMMITTEE REVIEW (if applicable)		
Published In	Committee	Public V	Vorks	
Dates(s) Published	Date Reviewed	June 8, 2015		
	Recommendation	Yes	No	Split

## **Resolution Accepting Work**

WHEREAS, on September 22, 2014, the City Council entered into a contract with Concrete Technologies, Inc. of Grimes, Iowa, for the following described public improvement:

## Pine Avenue Improvements - South 8th Street to East Corporate Limits 0510-048-2014

And,

WHEREAS, said contractor has substantially completed the construction of said improvement in accordance with plans and specifications as shown by the report of the City Engineer filed with the City Clerk on June 15, 2015.

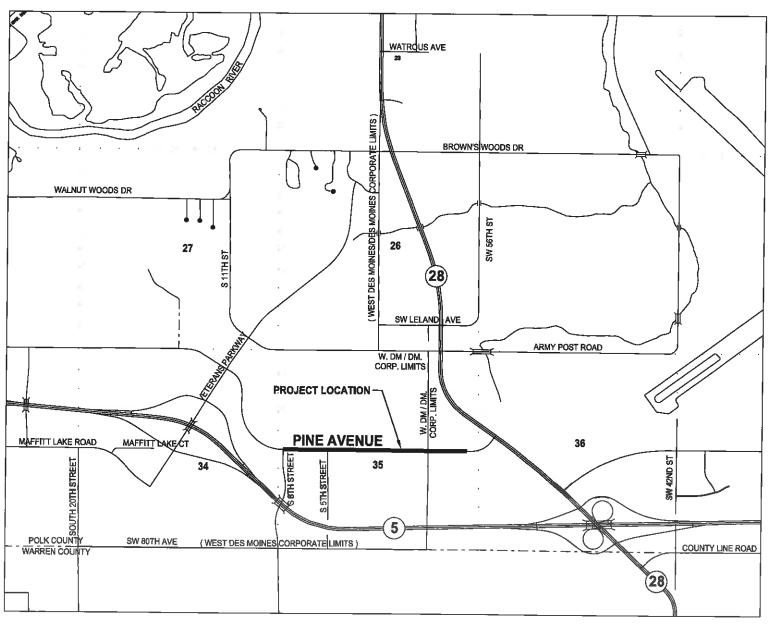
Therefore,

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 \$1,132,585.00 as shown in said report.

PASSED AND APPROVED this 15th day of June, 2015.

	Steven K. Gaer, Mayor
ATTEST:	
Ryan T. Jacobson	
City Clerk	

# PINE AVENUE S. 8TH ST TO CORPORATE LIMITS CITY PROJ. NO. 0510-048-2014





VICINITY MAP
WEST DES MOINES, IOWA

## CITY OF WEST DES MOINES CITY COUNCIL MEETING COMMUNICATION

DATE: <u>June 15, 2015</u>

### **ITEM**:

Resolution – Approval of a 28E Agreement South 8th Street Improvements – County Line Road to Pine Avenue City of Norwalk

## **FINANCIAL IMPACT:**

The City of West Des Moines will be responsible for all construction costs to make the connection between South 8<sup>th</sup> Street in West Des Moines and 50<sup>th</sup> Avenue in Norwalk. The project is part of the Alluvion improvements.

#### **BACKGROUND:**

The City will need to utilize ROW located in Norwalk in order to connect to the paving on South 8<sup>th</sup> Street in West Des Moines with 50<sup>th</sup> Avenue in Norwalk. 50<sup>th</sup> Avenue is currently paved south of County Line Road. This agreement is necessary in order for the City to utilize Norwalk ROW for construction purposes. The attached agreement was drafted by West Des Moines staff and was approved by Norwalk on May 21, 2015.

## **OUTSTANDING ISSUES:**

None.

#### **RECOMMENDATION:**

City Council Adopt:

Resolution Approving a 28E Agreement with the City of Norwalk.

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 J. Scieszinski, City Attorney
Agenda Acceptance	RTA

## PUBLICATION(S) (if applicable)

Published In	Committee Public Works		
Dates(s) Published	Date Reviewed	June 8, 2015	
<del></del>	Recommendation	Ves No Split	

SUBCOMMITTEE REVIEW (if applicable)

#### RESOLUTION APPROVING 28E AGREEMENT

WHEREAS, a 28E agreement is proposed for the following described public project:

## South 8th Street Improvements Project No. 0510-050-2014

and,

WHEREAS, the City of West Des Moines is working in concert with the City of Norwalk to connect the paving of S. 8<sup>th</sup> Street (West Des Moines) and 50<sup>th</sup> Avenue (Norwalk) with County Line Road with the City agreeing to construct the necessary improvements.

WHEREAS, said agreement must be approved by the City Council. This agreement has been approved by the City of Norwalk.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA, that the Mayor and City Clerk are authorized and directed to enter into a 28E agreement with the City of Norwalk.

PASSED AND ADOPTED this 15th day of June, 2015.		
ATTEST:	Steven K. Gaer, Mayor	_
Ryan T. Jacobson, City Clerk		

Iowa Code Chapter 28E Agreement between the City of West Des Moines, Iowa, and the City of Norwalk, Iowa, for the construction of the S. 8<sup>th</sup> Street (West Des Moines) / 50<sup>th</sup> Avenue (Norwalk) Improvements, West Des Moines Project # 0510-050-2014

WHEREAS, in recognition of the need to connect the paving of S. 8<sup>th</sup> Street (West Des Moines)/50<sup>th</sup> Avenue (Norwalk) with County Line Road, the City of West Des Moines, Iowa (hereinafter "West Des Moines"), agrees to construct the necessary improvements; and

WHEREAS, in recognition of the need to connect the paving of S. 8<sup>th</sup> Street (West Des Moines)/50<sup>th</sup> Avenue (Norwalk) with County Line Road, the City of Norwalk, Iowa (hereinafter "Norwalk"), has agreed to assist West Des Moines.

## NOW, THEREFORE, BE IT AGREED AS FOLLOWS:

## I. Purpose

- 1. The purpose of this Agreement is to establish terms and conditions for the provision of services and funding, if necessary, by Norwalk and West Des Moines for the construction of improvements on and near 50<sup>th</sup> Avenue in Norwalk, Iowa (hereinafter "Project").
- 2. The Agreement is a voluntary undertaking of the parties. It is not the intention of the parties to create a new legal entity.

#### II. Duration

1. The Agreement shall become effective upon approval by each governing body and signing by the mayor of Norwalk and the mayor of the City of West Des Moines. The Agreement shall remain in full force, unless otherwise mutually agreed by the parties in writing, and shall terminate upon completion and acceptance of the project by each governing body.

## III. Services and Responsibilities

- 1. West Des Moines shall be the lead agency and shall be responsible for the construction of the Project and administrative obligations.
- 2. Both parties will have the opportunity to review design plans services and offer suggestions prior to construction.

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- 3. Norwalk and West Des Moines will work together to acquire any necessary temporary construction or permanent easement areas. This includes, but is not limited to, Norwalk providing liaison services during the acquisition of right-of-way.
- 4. Norwalk will grant to West Des Moines, at no cost, the right to construct improvements in Norwalk's existing right-of-way areas. Both parties agree that non-paved areas disturbed by construction in Norwalk's right-of-way will be seeded.
- 5. Both parties agree that reasonable steps will be taken to accommodate emergency vehicle travel between 50<sup>th</sup> Avenue and County Line Road. Both parties agree reasonable steps will be taken to maintain access to the 7080 County Line Road, Norwalk, Iowa. However, both parties acknowledge and agree that access and travel by emergency vehicles and the public on these roads will be interrupted intermittently during construction.
- 6. Both parties anticipate the vertical profile of S. 8<sup>th</sup> Street and County Line Road will be lowered approximately eight (8) feet.
- 7. Each party shall maintain review authority for the obligations it undertakes or that are imposed by this Agreement.
- 8. Upon completion and acceptance of the Project, Norwalk shall be responsible for the operation and maintenance of the improvements within its corporate limits. Norwalk will be provided a 4 (four) year maintenance bond by the contractor for the improvements construction in Norwalk.
- 9. Each party shall maintain supervision and be responsible for its personnel for activities performed under this Agreement.

## IV. Acquisition of Property

 Any acquisition of real or personal property shall be made solely for construction and/or operation of the Project, including acquisition of real property for right-of-way and/or real property for the location of appurtenant structures included in the design of, or determined to be necessary for, construction of the Project. Real property acquired for the Project shall be titled in the name of the City of West Des Moines, Iowa or the City of Norwalk, Iowa, depending upon the location of the property.

## V. Financial Agreement

1. The Parties agree that West Des Moines will be responsible for total project costs related to and necessary for the Project.

#### VI. Administrator and Notice

The West Des Moines City Engineer and the Norwalk City Manager shall be joint administrators of this Agreement.

Notice to the City of West Des Moines shall be provided to:

Duane Wittstock City Engineer – City of West Des Moines 4200 Mills Civic Parkway West Des Moines, IA 50265 (515) 222-3620

Notice to the City of Norwalk shall be provided to:

Marketa Oliver City Manager 705 North Avenue Norwalk, Iowa (515) 981-0933 ext. 2254

#### VII. Indemnification

Each party agrees to indemnify and hold the other party, its elected officers, agents, employees and 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 by reason of the indemnifying party's breach of this Agreement or the indemnifying party's failure to legally or timely meet the responsibilities imposed herein, or by reason of the torts of the indemnifying party.

#### VIII. Amendments

Amendments to the Agreement may be made by mutual agreement in writing by the parties subject to approval of each governing body.

IN WITNESS THEREOF, the O Moines, Iowa have caused this Agreem of which shall be considered an origina		
CITY OF NORWALK, IOWA	CITY OF WEST DES MOI	NES, IOWA
Tom Phillips, Mayor	Steven K. Gaer, Mayor	
ATTEST:	ATTEST:	
Jodi Eddleman, <del>Deput</del> y City Clerk	Ryan T. Jacobson, City Clerk	<u> </u>

RECEIVED CITY OF WDM

JUN 1 2015

#### RESOLUTION NO. <u>0521-15-046</u>

DEVELOPMENT SERVICES

A Resolution approving a 28E agreement between the Cities of West Des Moines and Norwalk for the construction of the S. 8th Street (West Des Moines) / 50th Avenue (Norwalk) improvements

WHEREAS, in recognition of the need to connect the paving of S. 8th Street (West Des Moines)/50th Avenue (Norwalk) with County Line Road, the City of West Des Moines, Iowa (hereinafter "West Des Moines"), agrees to construct the necessary improvements; and

WHEREAS, in recognition of the need to connect the paving of S. 8th Street (West Des Moines)/50th Avenue (Norwalk) with County Line Road, the City of Norwalk, Iowa (hereinafter "Norwalk"), has agreed to assist West Des Moines.

NOW THEREFORE, the City of Norwalk, lowa adopts the attached 28E Agreement.

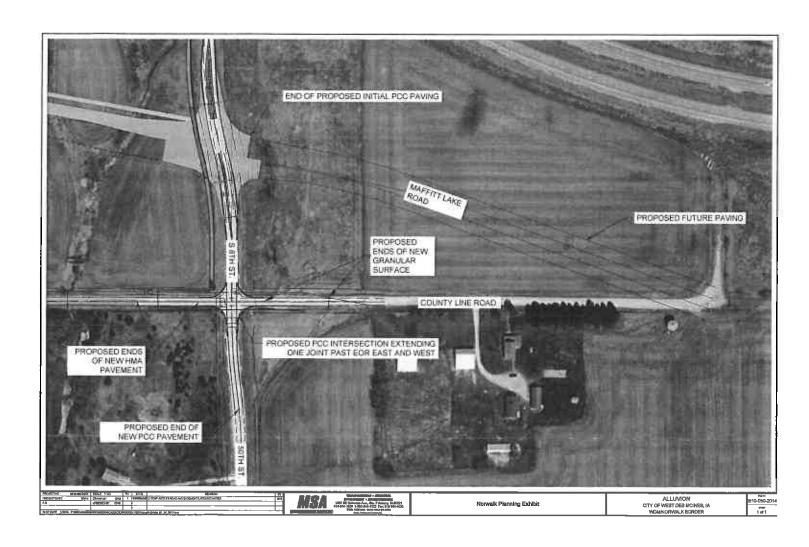
PASSED AND APPROVED this 21st day of May, 2015.

Jam Ilmlins	<b>-</b>
Tom Phillips, Mayor	

ATTEST:

Juli Eddleman, City Clerk	_
Jodi Eddleman, City Clerk	

<u>Aye</u>	Nay	Absent
1/	_	-
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1		
کد	-	-
	Aye  \(  \)	Aye Nay



# CITY OF WEST DES MOINES CITY COUNCIL MEETING COMMUNICATION

**DATE: June 15, 2015** 

#### ITEM:

Resolution approving renewal of 28E Agreement among the cities of Urbandale, West Des Moines, Clive, Altoona, Johnston, Ankeny, and the Dallas County Sheriff's Office, and to add the city of Waukee to the consolidated Suburban Emergency Response Team ("SERT").

#### FINANCIAL IMPACT:

This Agreement should have no financial impact, other than equipment and overtime costs associated with the participation of West Des Moines police officers in the SERT.

#### SYNPOSIS:

The resolution approves and authorizes the renewal of the 28E Agreement with the cities of Urbandale, West Des Moines, Clive, Altoona, Johnston, Ankeny, and the Dallas County Sheriff's Office, and to add the city of Waukee to the operation of the SERT, which provides joint organization and training of member police departments in the various emergency response activities.

#### BACKGROUND:

The 28E Agreement allows West Des Moines to cooperate with the other member cities in the training and operation of SERT activities. The SERT includes Entry Teams, a Crisis Intervention Team, and a Long Rifle Unit. These activities require special training and equipment and can be more efficiently provided to the member communities through consolidation. The 28E Agreement serves to formalize this coordinated effort while also establishing provisions regarding liability, wages, command, and the sharing of equipment.

#### **OUTSTANDING ISSUES (if any):**

#### **RECOMMENDATION:**

Approve the renewal of the 28E Agreement with the cities of Urbandale, West Des Moines, Clive, Altoona, Johnston, Ankeny, and the Dallas County Sheriff's Office, and to add the city of Waukee to the coordinated SERT activities.

Lead Staff Member: Chief Shaun LaDue, West Des Moines Police Department

STAFF REVIEWS		10
Department Director	Xut like	6-8-17
Appropriations/Finance		
Legal	Jason B. Wittgraf, Assistant City Attorney	
Agenda Acceptance	RTa	
	' //	·

PUBLICATION(S) (if a	applicable)
Published In	
Dates(s) Published	

Committee	Public S	afety Sub-C	ommittee
Date Reviewed	3	lune 5, 201	5
Recommendation	Yes	No	Split

RESOLUTION APPROVING THE RENEWAL OF THE 28E AGREEMENT AMONG THE CITIES OF URBANDALE, WEST DES MOINES, CLIVE, ALTOONA, JOHNSTON, ANKENY, THE DALLAS COUNTY SHERIFF'S OFFICE AND TO ADD THE CITY OF WAUKEE TO THE SUBURBAN EMERGENCY RESPONSE TEAM ("SERT")

WHEREAS, the provision of specialized police response services during crisis situation is vital to the safety of the Citizens of West Des Moines; and

WHEREAS, such services as entry teams, a crisis intervention team, observers/marksmen, and a medical team require specialized training and equipment and are necessary to provide for the public safety during certain emergencies, and;

WHEREAS, such services can be most efficiently provided to the citizens of West Des Moines by collaborating with other cities and counties to jointly train and equip police officers to handle these specialized situations, and;

WHEREAS, the Cities of Urbandale, West Des Moines, Clive, Altoona, Johnston, Ankeny, and Waukee, plus the Dallas County Sheriff's Office have negotiated an agreement under Iowa Code Chapter 28E to collaborate in providing these services to their respective communities.

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

- 1. The renewal of the 28E Agreement among the Cities of Urbandale, West Des Moines, Clive, Altoona, Johnston, Ankeny, and the Dallas County Sheriff's Office is hereby approved, as well as the addition of the City of Waukee to the SERT.
- 2. Once approved by each of the parties, the West Des Moines City Clerk is directed to electronically file a certified copy of the 28E Agreement with the Secretary of State of Iowa.
- 3. The Mayor is authorized to sign the 28E Agreement for West Des Moines to continue the City's membership in the SERT.

PASSED AND ADOPTED this	day of	, 2015.
	Steven K. Gaer, Mayor	
ATTEST:		
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

## Agreement for the Suburban Emergency Response Team Pursuant to Iowa Code Chapter 28E

This agreement, made pursuant to Iowa Code Chapter 28E, for the consolidated Suburban Emergency Response Team ("SERT") is entered into between the City of Urbandale, the City of West Des Moines, the City of Clive, the City of Johnston, the City of Altoona, the City of Ankeny, the City of Waukee, and Dallas County (hereinafter "Local Government Agencies" or "Agencies").

WHEREAS, the Local Government Agencies have established a relationship for the consolidation of their respective part-time police tactical teams and critical incident negotiators whose primary responsibility would be to provide specialized tactical and crisis negotiation responses to critical incidents and high risk situations.

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 Local Government Agencies 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 for a formalized agreement among the Local Government Agencies, which will combine the previously separate tactical teams formed by the Cities of Urbandale and West Des Moines into one team under the command, guidance, and coordination of one team commander. This new combined team shall be made up of members from various Agency law enforcement departments to provide tactical and critical incident services during emergency and high risk situations. This Agreement is a voluntary undertaking of the Agencies. It is not the intent of these Agencies to create a new legal entity by this Agreement.

#### II. DURATION

- 1. This Agreement shall be approved by the respective governing bodies of the Local Government Agencies. Said approval shall be by resolution. Said resolution shall authorize the Mayors of the Cities and the Chairperson of the Board of Supervisors of the County to execute this Agreement on behalf of that party. Upon approval by each party, as provided herein, the Agreement shall be electronically filed with the Secretary of State of Iowa, as provided by Iowa Code Section 28E.8. 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 will expire on June 30, 2020, as provided by Iowa Code Section 28E.27.

#### II. MEMBERSHIP

On an annual basis, the parties to this Agreement shall decide whether to allow other local government agencies to join the consolidated SERT. Each existing party to this Agreement shall approve the new member agency by resolution. The existing parties shall also approve the necessary revisions to this Agreement required by the addition of new member agencies.

#### 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.

#### IV. SERVICES AND RESPONSIBILITY

- 1. The part-time consolidated SERT shall be coordinated and led by a Team Commander selected from one of the member law enforcement departments. The SERT shall be made up of Entry Teams, a Crisis Intervention Team, Observers/Marksmen, and a Medical Team.
  - A. All personnel assigned to the SERT as entry team members or Observers/Marksmen will be assigned to a specific team as required by mission requirements. The SERT commander will attempt to assign personnel equitably among the multiple entry teams and Observers/Marksmen teams.
  - B. The Crisis Intervention Team shall be made up of the combined complement of trained crisis negotiators from member law enforcement departments and shall be coordinated by an executive officer from a member department.
  - C. The Observers/Marksmen will be comprised of trained counter-sniper / observers from member law enforcement departments. The Observers/Marksmen shall be coordinated by an executive officer from a member department.

- D. Storage space, meeting space, and training facilities shall be respectively provided by each member agency as needed.
- E. The Oversight Board will be composed of the Chief Executive Officer from each respective law enforcement agency.
- 2. This combined SERT will provide tactical and crisis intervention services to the Local Government Agencies which have entered into this Agreement. Additional local government agencies may enter this Agreement if they provide qualified personnel pursuant to the application process to one or more of the SERT teams. With the formal request of another Police Chief or his designee, the SERT may be deployed to a non-member community with the approval of the SERT Commander's Chain of Command.
- 3. In rotation with other area tactical teams, each of the Entry Teams will take a week of on-call duty for the MINE Task Force for the purpose of planning and executing high-risk drug related search warrants.
- 4. The SERT Commander shall ensure that the files have been maintained on any incident or situation where the SERT is utilized or activated to include involved officers and action taken by the SERT. This reporting shall include training exercises, search warrant executions, and overtime expenditures.
- 5. Each member Agency shall retain control, responsibility, and liability for its own employees while participating in SERT.
- 6. The members agree that the applicable National Incident Management System (NIMS) standards shall apply for command and control of SERT units while operating in member and non-member jurisdictions.

#### V. FINANCIAL AGREEMENT

- 1. Each participating Agency shall be responsible for equipping their officer(s) with the agreed upon seasonal clothing, uniforms, personal protective equipment, communication hardware, training ammunition, ballistic vest, and other equipment. An exception to this clause may be a mutual agreement between two or more Agencies to provide an officer or agency with necessary equipment such as a radio if the affected officer does not have access to the same communication system.
- 2. Each Agency shall be responsible for any overtime pay due their respective officer(s) from any team related training, call-out, or critical situation incidents.
- 3. Each Agency shall be responsible for tracking, monitoring, and reporting the financial implications of an officer's use of overtime.

#### VI. ACQUISITION AND DIVESTITURE OF PROPERTY

- 1. Two or more Agencies may decide to jointly purchase equipment for use by the SERT with costs split as agreed by the parties. The parties purchasing such joint equipment will also designate which party will be responsible for processing the purchase through its Agency's purchasing process. The purchasing party shall invoice the other parties for their agreed share of the equipment cost which shall be payable within thirty (30) days of presentation of the invoice.
- 2. Should this relationship be dissolved or terminated, all equipment originally purchased by an individual Agency shall be returned to and retained by that Agency. Any equipment jointly purchased by two or more Agencies shall be disposed of by public auction with a distribution of the proceeds using the same ratio as the original funding of the purchase. Should an individual Agency desire to retain the jointly purchased equipment, all law enforcement executive officers of the member Agencies shall agree upon a value price and the Agency desiring to retain the equipment shall pay the other purchaser Agency(s) the percentage of the value price equal to the purchaser Agency's percentage of the original funding purchase.

#### VII. CANCELLATION OR MODIFICATION OF THE AGREEMENT

1. Any member Agency may withdraw from the SERT at any time prior to the expiration of this Agreement by giving sixty (60) days written notice to the other member Agencies. All notices under this Agreement shall be in writing and are deemed as given when deposited in the United States Post Office.

Notices to the City of West Des Moines 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 the City of Urbandale shall be addressed to Chief of Police, City of Urbandale, 3740 NW 86<sup>th</sup> Street, Urbandale, Iowa 50322.

Notices to the City of Clive shall be addressed to Chief of Police, City of Clive, 8505 Harbach Street, Clive, Iowa 50325.

Notices to the City of Johnston shall be addressed to the Chief of Police, City of Johnston, P.O. Box 410, Johnston, Iowa 50131-0410.

Notices to the City of Altoona shall be addressed to the Chief of Police, City of Altoona, 700 1st Avenue South, Altoona, Iowa 50009.

Notices to the City of Ankeny shall be addressed to the Chief of Police, City of Ankeny, 411 SW Ordnance Road, Ankeny, Iowa 50023.

Notice to the City of Waukee shall be addressed to the Chief of Police, City of Waukee, P.O. Box 757, Waukee, Iowa 50263.

Notices to Dallas County shall be addressed to the Dallas County Sheriff, 201 North Nile Kinnick Drive, Box 187, Adel, Iowa 50003.

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

2. This Agreement may be supplemented, amended, or revised by agreement of the parties after approval by their respective governing bodies by resolution approving said amendments, supplements, or revisions.

#### IX. LIABILITY

Each party to this Agreement shall be responsible for the negligence of their own employees while engaging in SERT operations.

#### X. APPROVAL AND FILING

Each member Agency approving this Agreement shall execute the separate signature page provided for it, and the parties hereto authorize the City Clerk of Urbandale to assemble the signature pages and append the same to copies of this Agreement, and to electronically file the Agreement with the Secretary of State of Iowa.

Passed and approved this day of	, 2015.
	CITY OF URBANDALE, IOWA
	ByBob Andeweg, Mayor
ATTEST:	
Debra Mains, City Clerk	

Passed and approved this	day of	, 2015.
		CITY OF WEST DES MOINES, IOWA
		By Steven K. Gaer, Mayor
ATTEST:		
Ryan T. Jacobson, City Clerk		

Passed and approved this day of	, 2015.
	CITY OF CLIVE, IOWA
	ByScott Cirksena, Mayor
ATTEST:	
Pamela Blessman, City Clerk	

Passed and approved this day of	, 2015.
	CITY OF JOHNSTON, IOWA
	By
	Paula Dierenfeld, Mayor
ATTEST:	
Cyndee Rhames, City Clerk	

Passed and approved this	day of	, 2015.
		CITY OF ALTOONA, IOWA
		By
ATTEST:		
Randy Pierce, City Clerk		

Passed and approved this	day of	
		CITY OF ANKENY, IOWA
		By
ATTEST:		
Pam DeMouth, City Clerk		

Passed and approved this	day of	, 2015.
		CITY OF WAUKEE, IOWA
		By
ATTEST:		
Becky Schuett, City Clerk		

Passed and approved this	day of	, 2015.
		DALLAS COUNTY, IOWA
		ByChairperson, Board of Supervisors
ATTEST:		
Dallas County Auditor		

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

ITEM:

**DATE:** June 15, 2015

Resolution - Approving Professional Services Agreement Law Enforcement Center Roof Replacement System Works, LLC

#### **FINANCIAL IMPACT:**

The cost of the Professional Services Agreement associated with the design of this project is anticipated not to exceed \$5,472.00 for Basic Services and \$8,208.00 for Resident Services. Should the cost for the professional services be projected to exceed the amounts set forth in the contract, staff would not authorize such expenditures without further approval by the City Council. All work will be billed on an hourly basis using the established hourly fee structure as set forth in the contract.

Costs for these services can be paid from budgeted account number 3054.75.810.6.7920 with ultimate funding intended to come from the General Fund.

#### **BACKGROUND:**

The flat roof at the Law Enforcement Center is budgeted for replacement this fiscal year. Approval of this action authorizes System Works to provide commissioning services for this project. Commissioning services are recommended as the roof replacement is somewhat complex and will require modifications of the roof parapet, mechanical connections and roof/wall connections. The commissioning agent will review construction documents as well as providing on-site inspection during critical stages of construction.

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

**OUTSTANDING ISSUES: None** 

#### **RECOMMENDATION:**

City Council Adopt:

- Resolution Approving Professional Services Agreement.

Lead Staff Member: Linda Schemmel, AIA, Planner

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

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

PUBLICATION(S) (if applicable)	SUBCOMMITTE	E REVIE	W (if appli	cable)
Published In	Committee	P	ublic Worl	KS .
Dates(s) Published	Date Reviewed	J	une 8, 201	5
	Recommendation	Yes	No	Split

### **Resolution Approving Professional Services Agreement**

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

### Law Enforcement Center Roof Replacement Project Project No. 0510-069-2014

and,

WHEREAS, the condition existing roof on the Law Enforcement Center building has deteriorated and requires replacement; and,

WHEREAS, the Engineering Services Department has recommended building envelope commissioning services for the replacement project to be provided by System Works, LLC and,

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

Basic Professional Services \$ 5,472.00 Resident Professional Services \$ 8,208.00

therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA, that System Works, LLC is hereby directed to provide building envelope commissioning services for the above named public improvement project.

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

PASSED AND APPROVED this 15th day of June, 2015.

Steven K. Gaer, Mayor

# AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This Agreement is made and entered into this	day of	, 2015, by and between
the CITY OF WEST DES MOINES, a municipal	corporation, hereinafter	referred to as "City" and System
vvorks LLC, (Fed. I.D. # <u>86-1070223</u> ), a professi	onal corporation incorpo	rated and licensed under the
laws of the State of Iowa, party of the second par	rt, hereinafter referred to	as "Consultant" as follows:

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

#### SCOPE OF SERVICES

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

#### 2. SCHEDULE

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

#### 3. COMPENSATION

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

I. Basic Services of the ConsultantII. Resident Services of the Consultant\$5,472.00\$8,208.00

- B. The Consultant shall invoice the City monthly for services, any reimbursable expenses and any approved amendments to this Agreement, based upon services actually completed at the time of the invoice. Final payment shall be due and payable within 30 days of the City's acceptance of Consultant's submission of final deliverables in accordance with the Scope of Services.
- C. In consideration of the compensation paid to the Consultant, the Consultant agrees to perform all professional services to the satisfaction of the City by performing the professional services in a manner consistent with that degree of care and skill ordinarily exercised by members of Consultant's profession currently practicing under similar circumstances. If the performance of this Agreement involves the services of others or the furnishing of equipment, supplies, or materials, the Consultant agrees to pay for the same in full.

#### 4. INSURANCE

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

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

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

#### 5. NOTICE

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

FOR THE CITY:

#### FOR THE CONSULTANT:

Name: City of West Des Moines Name: System Works LLC
Attn: Ryan T. Jacobson, City Clerk Attn: Garry Caldbeck, Principal

Address: 4200 Mills Civic Parkway Address: 409 Fifth Street

City, State: West Des Moines, IA 50265-0320 City, State: West Des Moines, IA 50265

#### 6. GENERAL COMPLIANCE

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

#### 7. STANDARD OF CARE

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

#### 8. INDEPENDENT CONTRACTOR

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

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

#### 9. NON-DISCRIMINATION

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

#### 10. HOLD HARMLESS

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

#### 11. ASSIGNMENT

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

#### 12. APPROPRIATION OF FUNDS

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

#### 13. AUTHORIZED AMENDMENTS TO AGREEMENT

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

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

#### 14. OWNERSHIP OF CONSULTING DOCUMENTS

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

#### 15. INTERPRETATION

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

#### 16. COMPLIANCE WITH FEDERAL LAW

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

#### 17. SOLICITATION AND PERFORMANCE

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

#### 18. <u>SUSPENSION AND TERMINATION OF AGREEMENT</u>

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

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

#### 19. TAXES

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

#### 20. SEVERABILITY

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

#### 21. MISCELLANEOUS HEADINGS

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

#### 22. FURTHER ASSURANCES

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

#### 23. COUNTERPARTS

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

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

CONSULTANT	CITY OF WEST DES MOINES
BY: Hang Caldleck Principal	BY:
Garry Caldbeck, Principal	Ryan T. Jacobson, City Clerk

# **ATTACHMENT 1**

# **SCOPE OF SERVICES**

# Law Enforcement Center - Roof Replacement Building Commissioning

#### Design Phase:

- Conduct and document a commissioning design review of the architectural design documents.
- Building Envelope Design Reviews to occur at the following stages:
  - 90% CD
- Document comments, concerns, issues and suggestions and provide to the design team and owner.
- Organize and lead a meeting with the design team and owner to review concerns.
- Review the design engineer/architect's responses to the review comments and reply as necessary.
- Lead an Envelope Pre Bid Meeting with the potential contractors.

#### Construction Phase:

- Lead and document an Envelope Commissioning Kickoff Meeting with the contractors.
- Site Visits Conduct site visits as needed to document the different envelope systems to be commissioned during construction.
  - These site visits will be documented with a report sent to the owner, design and construction teams.
  - Emphasis will be placed on verifying the installation details of the different envelope systems.
  - Potential issues will be documented and presented to the construction team and owner.
- Generate and utilize an Issue Log along with Observation Reports to track deficiencies and verify corrections are accomplished.

## Systems to be Commissioned:

- Removal of the existing EPDM roof and associated flashings.
- Installation of the new roofing system and associated flashings including intersections with existing wall and parapet assemblies.

#### Clarifications:

- Project Scope does not include the following:
  - Time to develop an Owner's Project Requirements (OPR) document.
  - Time to attend or participate in contractual or arbitration meetings.
  - Time for re-testing and confirmation of corrective action report items. If required, time related will be considered additional services.
  - Participation in weekly design meetings.
  - Documentation of the envelope commissioning process in an effort to obtain the LEED credits.
- Plans, specifications, change orders, shop drawings, RFIs, etc., shall be provided to System Works at no cost.
- Design responsibility remains with the engineer/architect of record.

# ATTACHMENT 2 PROJECT SCHEDULE

System Works will incorporate commissioning services within the master schedule as determined by the Architect and Contractor.

# **ATTACHMENT 3**

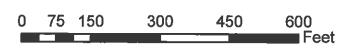
# SCHEDULE OF FEES HOURLY RATES & REIMBURSABLE EXPENSES

## **Services of Consultant:**

System Works will provide labor at an hourly rate of \$120 per person for the scope of services set forth in Attachment 1.



Law Enforcment Center - 250 Mills Civic Parkway Location Map





# CITY OF WEST DES MOINES CITY COUNCIL MEETING COMMUNICATION

DATE: <u>June 15, 2015</u>

ITEM:

Resolution - A

Approval of Purchase Agreement and Easement for the Fox Creek

Sanitary Sewer Improvements - Phase 2

FINANCIAL IMPACT:

Unknown.

**BACKGROUND:** 

Easements necessary for the Fox Creek Sanitary Sewer Improvements – Phase 2 have been acquired through a negotiated Purchase Agreement, from the owners shown on Exhibit "A". In lieu of a cash payment, the City will install an additional sewer extension on the sellers' property. 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 2.

Lead Staff Member: Greta Truman, Assistant City Attorney

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

TODETCATION(S) (II applicable)		
	Published In	
	Dates(s) Published	

SUBCOMMITTEE REV	VIEW (if applicable)
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 $\Lambda$ 

Committee Public Works			
Date Reviewed			
Recommendation	Yes	No	Split

RESOLUTION NO.	
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# AUTHORIZING APPROVAL AND ACCEPTANCE OF PURCHASE AGREEMENTS AND EASEMENTS FOR THE CONSTRUCTION OF THE FOX CREEK SEWER IMPROVEMENTS – PHASE 2, PROJECT NUMBER 0510-005-2015

WHEREAS, on July 14, 2014, the City Council heretofore ordered preparation of plans, specifications, form of contract and estimate of cost for the public improvement project known the Fox Creek Sanitary Sewer Project – Phase 2, Project Number 0510-005-2015; and

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

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

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

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

WHEREAS, the names of the property owners 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 Engineering is authorized to install an additional westerly sewer extension on the property owners' property, pursuant to the terms and conditions of the Purchase Agreement as shown on the attached Exhibit "A".

PASSED AND ADOPTED this 15th day of June. 2015

	y 01 suite, 2013.
ATTEST:	Steven K. Gaer, Mayor
Ryan T. Jacobson City Clerk	_

# Exhibit "A"

# FOX CREEK SANITARY SEWER PHASE 2 PROJECT PROJECT NUMBER 0510-010-2012

	TOTAL	\$0.00
32	Charles and Cheryl Goodall S1/2 NW N OF I-80	*In lieu of a cash payment, the City will install an additional westerly sewer extension on property owners' property.
PARCEL#	PROPERTY OWNER	ACQUIRED PRICE-FMV

# CITY OF WEST DES MOINES CITY COUNCIL MEETING COMMUNICATION

**DATE:** <u>June 15, 2015</u>

ITEM:

Resolution - Approval and Acceptance of Purchase Agreements and Property

for the Ashworth Road Trail, Project Number PR-01-2015

FINANCIAL IMPACT:

\$9,270.00 (previously budgeted)

SYNOPSIS: Property necessary for the Ashworth Road Trail has been acquired through a negotiated Purchase Agreement. The property has been acquired 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 property and authorizes the filing of all relevant documents. Costs associated with acquisition of the easements will be paid from Account No. 6536.75.840.6.7930.

RECOMMENDATION: Adopt a resolution approving and accepting Purchase Agreement and property to the City of West Des Moines for the Ashworth Road Trail Project.

Lead Staff Member: Greta Truman, Assistant City Attorney

STAFF REVIEWS	, <u>)</u>
Department Director	Richard J. Scieszinski, City Attorney
Appropriations/Finance	40
Legal	
Agenda Acceptance	RTa

PUBI	JCATION(S)	(if applicable)
		<del>'                                    </del>

T OBEROITION(D)	it apprication
Published In	
Dates(s) Published	

SUBCOMMITTEE	REVIEW (	(if app	plicable	)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

RESOLUTION NO
AUTHORIZING APPROVAL AND ACCEPTANCE OF PURCHASE AGREEMENTS AND PROPERTY FOR THE CONSTRUCTION OF THE ASHWORTH ROAD TRAIL, BETWEEN $55^{\rm TH}$ AND $60^{\rm TH}$ STREET, PROJECT NUMBER PR-01-2015
WHEREAS, the City Council of the City of West Des Moines, Iowa previously approved the Revised Master Parks and Trails Plan, 2001, which included the Ashworth Road Trail; and
WHEREAS, the City Council previously authorized the preparation of plans and specifications for the Ashworth Road Trail between 55th Street and 60th Street; and
WHEREAS, on August 25, 2014, after public hearing, the City Council approved the acquisition of property, for the Ashworth Road Trail Project between 55th Street and 60th Street; 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 necessary for the Project and;
WHEREAS, documents conveying property have been presented to the City for approval; and
WHEREAS, the names of the property owner and the fair market value of the property to be purchased 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:
<ol> <li>The documents described above conveying property to the City of West Des Moines, Iowa, are hereby approved and accepted.</li> </ol>
2. The City Clerk is directed to certify the Council's approval and acceptance.
<ol> <li>The City Attorney is authorized to take all steps necessary and consistent with the Purchase Agreement to acquire the property.</li> </ol>
4. 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.
5. The documents shall be filed with the county recorder as appropriate.
PASSED AND ADOPTED this 15th day of June, 2015.

Steven K. Gaer, Mayor

Ryan T. Jacobson City Clerk

ATTEST:

# Exhibit "A"

# ASHWORTH ROAD TRAIL WDM PROJECT NO. PR-01-2015

PARCEL#	PROPERTY OWNER	ACQUIRED PRICE-FMV	
7	Genie Kmicinski 1001 57 <sup>th</sup> Street	\$9,270.00	*includes \$2,150 for landscaping removal
	TOTAL	\$9,270.00	

# CITY OF WEST DES MOINES CITY COUNCIL MEETING COMMUNICATION

DATE: June 15, 2015

ITEM:

Resolution - Dismissal of Public Hearing regarding South 8th Street - County

Line Road to Pine Avenue Project

FINANCIAL IMPACT: None

### **BACKGROUND:**

Due to the acquisition of agricultural property for the South 8<sup>th</sup> Street – County Line Road to Pine Avenue Project, which is being constructed in conjunction with Project Alluvion, a public hearing was set for June 15, 2015 as required by state code. Subsequent to establishing the hearing date and providing notice, the City voluntarily acquired property necessary for the project, precluding the need for the hearing.

The attached Resolution acknowledges acquisition of the property and dismisses the public hearing set for June 15, 2015.

# **RECOMMENDATION:**

Approve the Resolution dismissing the public hearing set for June 15, 2015.

Lead Staff Member: Richard J. Scieszinski, City Attorney

STAFF REVIEWS	_			
Department Director	Richard J. Scieszinski,	City Attorney		
Appropriations/Finan	ce	103		-
Legal				
Agenda Acceptance	RTA			
PUBLICATION(S) (	(if applicable)	SUBCOMMITTE	E REVIEV	(if applicable)
Published In	Des Moines Register	Committee	Developr	nent & Planning
Dates(s) Published	June 5, 2015	Date Reviewed		
		Recommendation	Yes	
			L	(

DISMISSAL OF PUBLIC HEA SELECTION AND APPROVAL OF FOR THE CONSTRUCTION OF TH AVENUE PROJE	F THE ACOUISITION OF	F AGRICULTURAL PROPI - COUNTY LINE ROAD TO	ERTV
WHEDEAC 4- C4- C'I	C.1 C'1 CTT . D . T.		

RESOLUTION NO.\_\_\_\_

WHEREAS, the City Council of the City of West Des Moines has previously approved funding for the construction of the South 8<sup>th</sup> Street – County Line Road to Pine Avenue Project, Project Number 0510-050-2014; and

WHEREAS, because the project required the acquisition of agricultural property, written and public hearing notices were made and a public hearing for June 15, 2015 was set in conformance with Iowa Code section 6B.2A; and

WHEREAS, prior to the public hearing, the City voluntarily acquired property necessary for the project, no longer requiring the public hearing to be held; and

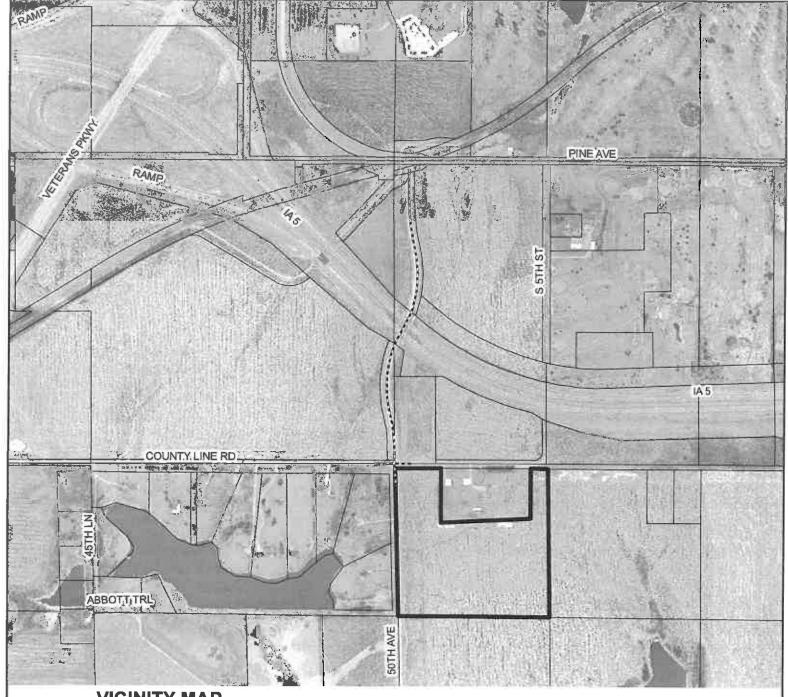
WHEREAS, as the public hearing is not necessary, it is appropriate that all City Council action related to the public hearing for the Project be dismissed.

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

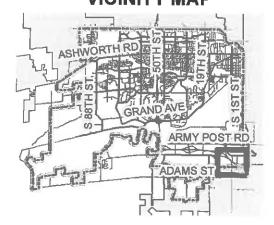
1. The public hearing set for June 15, 2015 to consider the final design and site selection and the approval of the acquisition of agricultural property necessary for the South 8th Street – County Line Road to Pine Avenue Project, Project Number 0510-050-2014 is dismissed.

PASSED AND ADOPTED this 15th day of June, 2015.

ATTEST:	Steven K. Gaer, Mayor
Ryan T. Jacobson City Clerk	



# VICINITY MAP



OES MOTHE



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

PROJECT: S. 8th STREET COUNTY LINE ROAD TO PINE AVENUE

Project No. 0510-050-2014 LOCATION: **EXHIBIT "A"** DRAWN BY: DATE: 4/24/2015 SHT. 1 OF 1

## NO CHANGE FROM PREVIOUS READING

# CITY OF WEST DES MOINES CITY COUNCIL MEETING COMMUNICATION

Date: June 15, 2015

ITEM: 7920, 8120, and 8180 Ashworth Road and undeveloped property immediately south of 8220 Ashworth Road (not including 8220 Ashworth Road) – City Initiated – Consistency zone 10.7 acres of property to Single Family Residential (R-1) and rezone approximately 3.5 acres from Residential Single Family (RS-20) to Single Family Residential (R-1) – ZC-002629-2015

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

FINANCIAL IMPACT: Undetermined.

BACKGROUND: Development Services staff for the City of West Des Moines is requesting approval to zone approximately 10.7 acres of property located at 7920, 8120, and 8180 Ashworth Road to Single Family Residential (R-1) consistent with the City's Comprehensive Plan Land Use Map. In addition, staff is requesting approval to rezone approximately 3.5 acres from Residential Single Family (RS-20) to Single Family Residential (R-1) for that property south of the south boundary line of 8220 Ashworth Road. The proposed changes will bring consistency of land use and zoning to the area rather than having small parcels of office intermingled.

On June 1, 2015, the City Council approved a Comprehensive Plan Land Use Amendment for the 10.7 acres of property located at 7920, 8120, and 8180 Ashworth Road to change the land use designations from Office (OF) to Single Family Residential (SF).

#### **Previous Council Action:**

Vote: 5-0 approval Date: June 1, 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 Comprehensive Plan, staff recommends the City Council approve the second reading, waive the third reading and adopt the ordinance amendment for 7920, 8120, and 8180 Ashworth Road and undeveloped property immediately south of 8220 Ashworth Road (not including 8220 Ashworth Road) to Single Family Residential (R-1) in final form, subject to the applicant meeting all City Code requirements.

Lead Staff Member: Brian Portz BP

STAFF REVIEWS:			
Department Director		<del></del>	
Appropriations/Finance	10,		
Legal	JBW		
Agenda Acceptance	RTG		

# PUBLICATION(S) (if applicable)

Published In	Des Moines Regist	er
Date(s) Published	May 26, 2015	
Letter sent to sur owners	rounding property	May 12, 2015

SUBCOMMITTEE	<b>REVIEW</b>	(if applicable)
--------------	---------------	-----------------

Committee	Development a	and Planning	
Date Reviewed	October 23, 2	September 11 2014, Novemb 015, & Februa	er 6, 2014,
Recommendation	Yes ⊠	No □	Split □

### **ATTACHMENTS:**

Exhibit I

Proposed Rezoning Ordinance

Prepared by: B. Portz, 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

#### ORDINANCE NO.

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP AND THE CITY CODE OF THE CITY OF WEST DES MOINES, IOWA, 2014, BY AMENDING TITLE 9: ZONING, CHAPTER 4: ZONING DISTRICTS AND MAP

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

**SECTION 1. AMENDMENT:** The Zoning Map of the City of West Des Moines, Iowa, is hereby amended by rezoning the portions of the following legally described property generally located at 7920, 8120, 8180 Ashworth Road, and undeveloped property immediately south of 8220 Ashworth Road, but not including 8220 Ashworth Road from Unzoned to Single Family Residential (R-1) and from Residential Single Family (RS-20) to Single Family Residential (R-1) in compliance with the adopted City of West Des Moines Comprehensive Land Use Map.

#### **Legal Description**

PART OF THE WEST ½ OF THE NE ¼ OF SECTION 11, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE 5TH PM., DALLAS COUNTY, IOWA, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT OF INTERSECTION OF THE NORTH LINE OF THE NE 1/4 WITH A LINE THAT IS 622 FEET EAST OF AND PARALLEL TO WEST LINE OF THE NE 1/4 (MEASURED NORMAL TO WEST LINE OF SAID NE ¼); THENCE SOUTH PARALLEL TO AND 622 FEET EAST OF THE WEST LINE OF SAID NE ¼, 464 FEET; THENCE EAST AT RIGHT ANGLES TO LAST DESCRIBED LINE, 165 FEET; THENCE NORTH PARALLEL TO WEST LINE OF TRACT HEREIN DESCRIBED 486 FEET MORE OR LESS TO NORTH LINE OF NE ¼; THENCE WESTERLY ALONG NORTH LINE TO POINT OF BEGINNING, EXCEPT PUBLIC HIGHWAY

AND

PARCEL "A" OF THE SURVEY OF THE EAST 322.00 FEET OF THE NE ¼ NW ¼ SECTION 11, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE 5TH P.M., AS SHOWN IN BOOK 790, PAGE 299, IN THE OFFICE OF THE RECORDER OF DALLAS COUNTY, IOWA, AND;

ALL THAT PART OF THE EAST 322.00 FEET OF THE NE ¼ NW ¼, SECTION 11, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE 5TH PM. LYING WEST OF SAID PARCEL "A" OF THE SURVEY OF THE EAST 322.00 FEET OF THE NE ¼ NW ¼, SECTION 11, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE 5TH P.M., AS SHOWN IN BOOK 790, PAGE 299, IN THE OFFICE OF THE RECORDER OF DALLAS COUNTY, IOWA

AND

PARCEL 'A' OF THE SURVEY OF THE EAST 322.00 FEET OF THE NE 1/2 NW 1/4, SECTION 11, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE 5TH PM, AS SHOWN IN BOOK 790, PAGE 299, IN THE OFFICE OF THE RECORDER OF DALLAS COUNTY, IOWA, AND,

ALL THAT PART OF THE EAST 322.00 FEET OF THE NE 1/2 NW 1/4, SECTION 11, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE 5TH P.M. LYING WEST OF SAID PARCEL 'A' OF THE SURVEY OF THE EAST 32200 FEET OF THE NE 1/4 NW 1/4, SECTION 11, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE 5TH P.M., AS SHOWN IN BOOK 790, PAGE 299, IN THE OFFICE OF THE RECORDER OF DALLAS COUNTY, IOWA.

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 PENALITIES. 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.

OTHER REMEDIES. In addition to the provisions set out in the Violations and Penalties **SECTION 4.** 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.

Approved and passed by the City Council on the day of	f, 2015	
ATTEST:	Steven K. Gaer, Mayor	
Ryan T. Jacobson City Clerk		
I certify that he foregoing was published as Ordinance No	on the	day of
Ryan T. Jacobson City Clerk		

# CITY OF WEST DES MOINES CITY COUNCIL MEETING COMMUNICATION

Date: June 15, 2015

ITEM Jordan West, Southwest corner of EP True Parkway and Jordan Creek Parkway – Amend Specific Plan Ordinance to modify development regulations in alignment with new development plan – Ryan Companies US, Inc. – ZCSP-002558-2014

ORDINANCE: Approval of First Reading of the Ordinance

FINANCIAL IMPACT: Undetermined.

BACKGROUND: The applicant, Ryan Companies US, Inc., is requesting approval of a Specific Plan Ordinance Amendment for property located on the southwest corner of EP True Parkway and Jordan Creek Parkway. The applicant is requesting to amend the Specific Plan Ordinance to establish development regulations and limitations to allow a new development plan that includes various retail establishments, offices, restaurants, a hotel, a convenience store, and an approximately 180 unit, medium density, apartment complex. The commercial aspect of the development will be located primarily along the eastern portion of the property; while the residential component will be located in the western corner of the site, north and east of the existing Park's greenbelt and trail.

Plan and Zoning Commission Action:

Vote: 6-0 approval, with Commissioner Brown absent.

Date: June 8, 2015

Motion: Approve the first reading of the Jordan West Specific Plan 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: January 15, 2015 and March 12, 2015.
- Staff Review and Comments
  - Bridgewood Drive Extension
  - Timing of Road Network
  - Timing of Buffer Along Bridgewood Residential
  - Hotel Height
  - Multi-family Density & Greenway
  - Traffic
  - Architecture
- Comprehensive Plan Consistency
- Town Center Overlay District Consistency
- Noticing Information
- Staff Recommendations and Conditions of Approval
- Property Owner/Applicant/Applicant Representative Information

**RECOMMENDATION:** Based upon the preceding review and a finding of consistency with the goals and policies of the Comprehensive Plan, the Plan and Zoning Commission recommends the City Council approve the first reading of the Jordan West Specific Plan Ordinance, subject to the applicant meeting all City Code requirements and the following requirements:

1. Prior to issuance of a building permit for Parcel 8 (medium density ground), the Applicant dedicating the greenway to the City in accordance with the Irrevocable Offer of Dedication agreement executed by Ryan Companies (Dallas County book 2007, page 10387).

- The applicant implementing traffic calming measures on Bridgewood Drive extension in conjunction with construction of the roadway. Said measures shall be reviewed and approved by the City's Traffic Engineer and Fire Marshal prior to installation.
- 3. The applicant installing berming and landscape vegetation in the buffer to be located adjacent to Lots 12-19, Bridgewood Plat 2 in conjunction with the development of the first parcel within the Jordan West development, regardless whether or not the parcel is adjacent to the buffer.

Lead Staff Member: Brian S. Portz, AICP

Staff Reviews:			
Department Director	1 14		 
Appropriations/Finance	/ ///		
Legal	JBW		 
Agenda Acceptance	RTO		

PUBLICATION(S) (if applicable)

	( ) ( o.P.b.	
Published In	Des Moines Register Community Section	
Date(s) Published	May 15, 2015	
Letter sent to surrounding property owners May 12, 2015		May 12, 2015

BCBCOMMITT II	NEW ATTEMPT	(11 whhiteware)	,
Committee	Development & Planning		
Date Reviewed	January 15, 2015 and March 12, 2015		ch 12, 2015.
Recommendation	Yes ⊠ No □ Split □		

SIRCOMMITTEE DEVIEW (if applicable)

#### ATTACHMENTS:

Exhibit I

Plan and Zoning Commission Communication

Attachment A

Plan and Zoning Commission Resolution

Exhibit A

Conditions of Approval

Attachment B

Location Map

Attachment C

Current Specific Plan Map

Attachment D

Proposed Specific Plan Map & Architectural Depictions

(moved to Exhibit II)

Exhibit II

Ordinance: Jordan West Specific Plan

# CITY OF WEST DES MOINES PLAN AND ZONING COMMISSION COMMUNICATION

Meeting Date: June 8, 2015

Item: Jordan West, Southwest corner of EP True Parkway and Jordan Creek Parkway - Amend

Specific Plan Ordinance to modify development regulations in alignment with new

development plan - Ryan Companies US, Inc. - ZCSP-002558-2014

Requested Action: Approval of Specific Plan Ordinance Amendment

Case Advisor: Brian Portz, AICP

Applicant's Request: The applicant, Ryan Companies US, Inc., is requesting approval of a Specific Plan Ordinance Amendment for property located on the southwest corner of EP True Parkway and Jordan Creek Parkway. The applicant is requesting to amend the Specific Plan Ordinance to establish development regulations and limitations to allow a new development plan that includes various retail establishments, offices, restaurants, a hotel, a convenience store, and an approximately 180 unit, medium density, apartment complex. The commercial aspect of the development will be located primarily along the eastern portion of the property; while the residential component will be located in the western corner of the site, north and east of the existing Park's greenbelt and trail.

<u>History</u>: The properties are currently undeveloped ground. The property was included in the original Bridgewood PUD; however, was removed with the adoption of the original Jordan West Specific Plan in 2007. The 2007 Area Development Plan and Specific Plan Ordinance for the Jordan West property provided regulations for the development of offices on the property with limited retail aspects and internal private streets. The associated Bridgewood Plat 1 was approved in 1998; Jordan West Plat 1 in June of 2007; and Jordan West Plat 2 in February, 2008. On May 18, 2015, the City Council approved a Comprehensive Plan Amendment and Area Development Plan (ADP) amendment to allow for the newly proposed development.

City Council Subcommittee: The Specific Plan for the development of this property was presented to the Development and Planning City Council Subcommittee on January 15, 2015 and again on March 12, 2015. The main item of discussion was the extension of Bridgewood Drive from the Bridgewood residential development through the Jordan West development and potential traffic calming measures that could be implemented along Bridgewood Drive. The Subcommittee acknowledged the need for Bridgewood Drive to continue through the Jordan West development and connect to either EP True Parkway or Jordan Creek Parkway. The Subcommittee was supportive of the Jordan West proposal and the applicant was directed to work with the neighbors to identify measures to best address their concerns. The neighbors are in agreement with the alignment of Bridgewood Drive extension indicated on the Specific Plan. The applicant is pursuing a vacation of a portion of existing Bridgewood Drive in order to make the roadway private and be able to implement traffic calming measures the resident's requested that would otherwise not be desired by the City if the road were public (see Bridgewood Drive Extension discussion below).

<u>Staff Review and Comment</u>: This request was distributed to other City departments and other agencies for their review and comment. There are no outstanding issues. Staff would summarize the following:

Bridgewood Drive Extension: Existing Bridgewood Drive to the south is a public street. This roadway needs to be continued to connect to either EP True Parkway or Jordan Creek Parkway. The applicant is in agreement with extending the roadway; however, they wish to make it a private roadway through their development so as to limit the amount of land encompassed as right-of-way. The City has no issue with the roadway being private through the Jordan West development; however, when a public street terminates into a private roadway, there needs to be clear demarcation line and a means for which City vehicles (snow plows and maintenance trucks) to turn around. To allow for this, and in response to the neighbors request that traffic calming measures such as splitter islands, traffic control measures, and/or speed bumps be implemented, Jordan West is requesting a vacation of that portion of the public street that lies north of the Bridgewood Drive and Beechtree Lane intersection. This will allow City vehicles to turn onto Beechtree Lane and serve as the demarcation line between the public and private portions of Bridgewood Drive. The vacation request will be presented at upcoming Plan and Zoning Commission and City Council meetings for consideration. Although it will be a private street, any traffic calming

- measures will need to be reviewed and approved by both the City's Traffic Engineer, as well as the Fire Marshal to ensure emergency response vehicles can navigate through.
- <u>Timing of Road Network</u>: The PUD includes language regarding the timing for construction of the main circulation roadways through the development. Per the PUD, the Bridgewood Drive extension will be constructed in phase 1 in conjunction with the multi-family development on the west side of the property. The main east/west road will be constructed with the development of the first parcel adjacent to the roadway. The easterly north/south roadway is required to be installed with the development of the first lot adjacent to that roadway. The entire stretch of this roadway extending from EP True Parkway to Lot 33, Bridgewood Plat 1 is to be installed at one time regardless which lot is being developed.
- Timing of Buffer along Bridgewood Residential: A fifty foot (50') buffer is required along the south boundary of the Jordan West development which is adjacent to single family Lots 12-19 of Bridgewood Plat 2, as well as along the south boundary of the medium density parcel. Within these 50' buffers, two overstory or evergreen trees, four ornamental trees, and ten shrubs are to be provided. In addition, the berming already in place along the single family homes to the south is to be continued along lots 12-19 to the maximum height possible. Earthen berming in the buffer within the medium density parcel shall be undulating between 3' and 8' for a distance of 50 yards from Bridgewood Drive to create a natural appearance. Past 50 yards, the buffer can taper to ground level or undulate as desired by the developer. The buffer along Lots 12-19 shall be installed in conjunction with development of the first parcel within the Jordan West development, regardless of development location. The buffer along Parcel 8 shall be installed in conjunction with development of Parcel 8.
- Hotel Height: At the City Council Subcommittee meeting, a concern was raised with the height of the proposed hotel. The applicant demonstrated that given grades, berming and vegetation plantings, a 50' tall building would not feel as though it is looming over the near-by homes. The applicant's consultant initially indicated a willingness to limit the maximum height to 50', however, upon further analysis it was determined with typical 12 to 14 foot floor to floor heights in combination with an intent to construct a 5 story hotel, they would exceed the 50 foot maximum height. The applicant has requested that they be allowed a 5-story hotel instead of a maximum height limitation of 50'. The Specific Plan Ordinance has been amended to remove the 50' limitation and allow a maximum 5 story hotel. For comparison, the two 5-story hotels under construction in the Galleria development measure 53-58' to the main roofline with tower elements that increase the height at the highest point on the roof to approximately 70'. These raised elements do not contain rooms that can be occupied by guests.
- Multi-family Density & Greenway: A 4.5 acre portion of the greenway along the western edge of the development still needs to be formally deeded to the city per an Irrevocable Offer of Dedication agreement executed by Ryan Companies in 2007 (Dallas County book 2007, page 10387). This greenway area was part of the original parkland requirements for the Bridgewood PUD from 1998. The greenway was not dedicated previously as the alignment of the then planned western roadway was not set. City Code allows density calculations to include ground that is to be dedicated to the City for street right-of-way and parkland. The calculation of total dwelling units permitted in the area west of the Bridgewood Drive extension will include the 4.5 acres in the greenbelt area to be dedicated. A total of 15 acres (Parcel 8 acreage (10.5) + greenway acreage (4.5)) shall be used to calculate the number of dwelling units permitted. At a maximum of 12 dwelling units per acre, the total number of units permitted is 180 dwelling units (15 acres x 12 du per acre).
- <u>Traffic</u>: Traffic analyses completed by Snyder & Associates in February 12, 2007, the traffic analysis completed by the City in April 2, 2007, and the updated traffic analysis completed by the City as part of the 2015 amendments to the Area Development Plan, Comprehensive Plan, and Specific Plan allocates 1,476 p.m. peak hour trips to the Jordan West development. The original study included Lot 33, Bridgewood Plat 1. Per an agreement between Ryan Companies and the owner of Lot 33, 316 p.m. peak trips were designated for Lot 33: these trips are in addition to the 1,476 allocated to Ryan's Jordan West development.
- <u>Architecture</u>: As with the original specific plan, character images for each major building to establish design elements, materials and building massing are included in a pattern book. Updated images for the new buildings have been provided.

<u>Comprehensive Plan Consistency</u>: 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.

<u>Town Center Overlay District Consistency</u>: The proposed project has been reviewed for consistency with the Town Center Overlay District Guidelines. Based upon that review, a finding has been made that the proposed project is consistent with the Town Center Overlay District Guidelines in that the plan is consistent with the overall objective and intents of the Town Center Overlay District Guidelines.

Noticing Information: On May 15, 2015, notice for the original May 26, 2015, Plan and Zoning Commission and June 1, 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 May 12, 2015. Per the applicant's request and with the approval of the Commission and City Council, the May 26<sup>th</sup> and June 1<sup>st</sup> meetings were continued two weeks.

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 and the Town Center Overlay District, staff recommends the Plan and Zoning Commission adopt a resolution recommending the City Council approve an amendment to the Specific Plan Ordinance to redefine and detail the regulations, allowances, and limitations of the newly proposed development, subject to the applicant meeting all City Code requirements and the following:

- 1. Prior to issuance of a building permit for Parcel 8 (medium density ground), the Applicant dedicating the greenway to the City in accordance with the Irrevocable Offer of Dedication agreement executed by Ryan Companies (Dallas County book 2007, page 10387).
- The applicant implementing traffic calming measures on Bridgewood Drive extension in conjunction with construction of the roadway. Said measures shall be reviewed and approved by the City's Traffic Engineer and Fire Marshal prior to installation.
- 3. The applicant installing berming and landscape vegetation in the buffer to be located adjacent to Lots 12-19, Bridgewood Plat 2 in conjunction with the development of the first parcel within the Jordan West development, regardless whether or not the parcel is adjacent to the buffer.

## Property Owner/Applicant:

Ryan Companies US, Inc. 14001 University Avenue, Suite 300 Clive, IA 50325 Attn: Brad Schoenfelder

brad.schoenfelder@ryancompanies.com

### Applicant's Representatives:

Civil Engineering Consultants 2400 86th Street, Suite 12 Des Moines, IA 50322 Attn: Ed App

arp@ceclac.com

#### ATTACHMENTS:

Attachment A Plan and Zoning Commission Resolution

Exhibit A - Conditions of Approval

Attachment B - Location Map

Attachment C Current Specific Plan Map

Attachment D - Proposed Specific Plan Map & Architectural Depictions

Attachment E Proposed Specific Plan Ordinance

## **RESOLUTION NO. PZC-15-042**

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 SPECIFIC PLAN ORDINANCE FOR APPROXIMATELY 45.2 ACRES LOCATED ON THE SOUTHWEST CORNER OF EP TRUE PARKWAY AND JORDAN CREEK PARKWAY

WHEREAS, pursuant to the provisions of Title 9, Chapter 1 et seq, of the West Des Moines Municipal Code, the property owner and applicant, Ryan Companies US, Inc., has requested an amendment to the Jordan West Specific Plan Ordinance (ZCSP-002558-2014) to establish development regulations and limitations to allow various retail establishments, offices, restaurants, a hotel, a convenience store, and medium density residential for that approximately 45.2 acres located southwest of E.P. True Parkway and Jordan Creek Parkway and within part of the area legally described as follows:

### **Legal Description**

PARCEL 'A' OF THE SURVEY OF PARCEL 'Z' IN THE SE 1/4 OF SECTION 11, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE 5TH P.M., CITY OF WEST DES MOINES, AS SHOWN IN BOOK 2002, PAGE 17509 IN THE OFFICE OF THE RECORDER OF DALLAS COUNTY, IOWA, EXCEPT THAT PART OF SAID PARCEL 'A' CONVEYED TO THE CITY OF WEST DES MOINES IN DEED FILED IN BOOK 2004, PAGE 3761.

SAID PROPERTY IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AS A POINT OF REFERENCE AT THE E 1/4 CORNER OF SECTION 11-78-26; THENCE S00°00'07"W, 855.09 FEET ALONG THE EAST LINE OF SECTION 11 TO A POINT; THENCE N89°59'59"W, 82.67 FEET TO THE POINT OF BEGINNING ON THE WEST RIGHT-OF-WAY LINE OF JORDAN CREEK PARKWAY; THENCE S00°00'07"W, 1105.69 FEET ALONG SAID WEST RIGHT-OF-WAY LINE TO A POINT ON THE NORTH LINE OF LOT 33, BRIDGEWOOD PLAT 1, AN OFFICIAL PLAT; THENCE N89°59'53"W, 592.24 FEET ALONG SAID NORTH LINE TO A POINT; THENCE \$45°05'04"W, 94.76 FEET TO A POINT; THENCE N45°01'53"W, 126.89 FEET TO A POINT; THENCE N69°32'48"W, 204.69 FEET TO A POINT; THENCE N44°10'53"W, 1027.22 FEET TO A POINT ON THE SOUTH LINE OF BRIDGEWOOD SCHOOL, AN OFFICIAL PLAT; THENCE N40°54'26"E, 186.35 FEET ALONG SAID SOUTH LINE TO A POINT; THENCE N12°58'12"W, 276.547 FEET ALONG THE EAST LINE OF BRIDGEWOOD SCHOOL TO A POINT; THENCE N25°57'55"E, 204.18 FEET ALONG SAID EAST LINE TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF E.P. TRUE PARKWAY; THENCE S62°11'29"E, 371.10 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE TO A POINT OF CURVATURE; THENCE EASTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 960.00 FEET, AN ARC LENGTH OF 465.91 FEET AND A CHORD BEARING OF \$76°05'41"E TO A POINT OF TANGENCY; THENCE S89°59'53"E, 696.41 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE TO A POINT; THENCE S44°52'19"E, 49.61 FEET TO THE POINT OF BEGINNING

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 <u>June 8, 2015</u>, this Commission held a duly-noticed hearing to consider the application for Specific Plan Ordinance Amendment (ZCSP-002558-2014);

**NOW, THEREFORE,** THE PLAN AND ZONING COMMISSION OF THE CITY OF WEST DES MOINES DOES RESOLVE AS FOLLOWS:

 $\underline{\text{SECTION 1}}$ . The findings, for approval, in the staff report for this meeting or as amended orally at the meeting are adopted.

SECTION 2. The establishment of the Jordan West Specific Plan Ordinance to redefine and detail the regulations, allowances, and limitations of the proposed development is recommended to the City Council for approval, subject to compliance with all the conditions in the staff report including conditions added at the Hearing, and attached hereto as Exhibit A. Violation of any such conditions shall be grounds for revocation of the permit, as well as any other remedy which is available to the City.

# PASSED AND ADOPTED on June 8, 2015.

Craig Erickson, Chairperson Plan and Zoning Commission

ATTEST:

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 <u>June 8, 2015</u>, by the following vote:

AYES: Andersen, Costa, Crowley, Erickson, Hatfield, Southworth

NAYS: -0-

ABSTENTIONS: -0-ABSENT: Brown

ing Secretary

ATTEST:

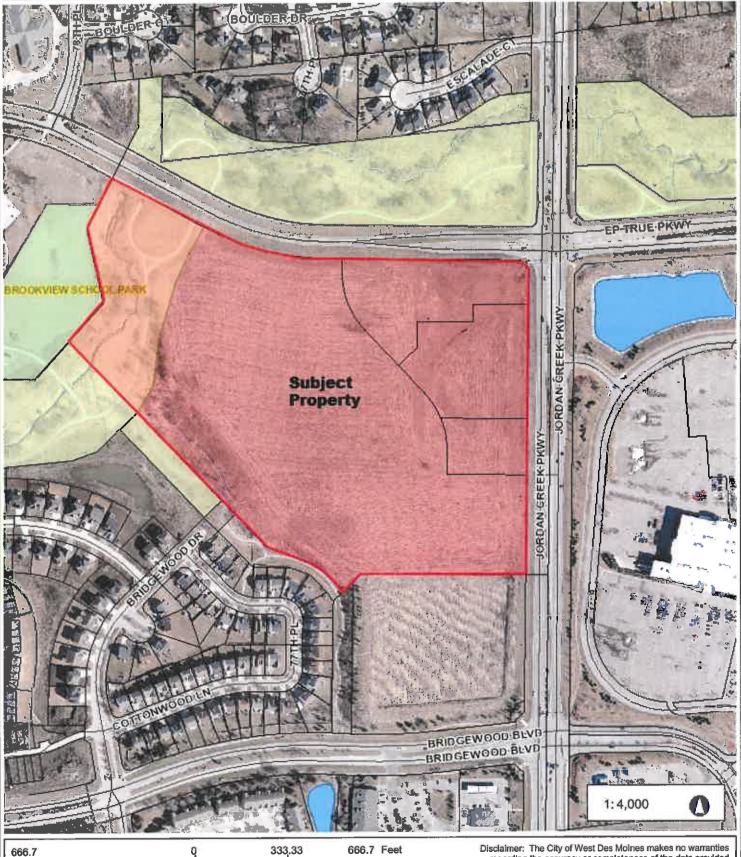
# Exhibit A Conditions of Approval

- 1. Prior to issuance of a building permit for Parcel 8 (medium density ground), the Applicant dedicating the greenway to the City in accordance with the Irrevocable Offer of Dedication agreement executed by Ryan Companies (Dallas County book 2007, page 10387).
- 2. The applicant implementing traffic calming measures on Bridgewood Drive extension in conjunction with construction of the roadway. Said measures shall be reviewed and approved by the City's Traffic Engineer and Fire Marshal prior to installation.
- 3. The applicant installing berming and landscape vegetation in the buffer to be located adjacent to Lots 12-19, Bridgewood Plat 2 in conjunction with the development of the first parcel within the Jordan West development, regardless whether or not the parcel is adjacent to the buffer.



# **Jordan West**

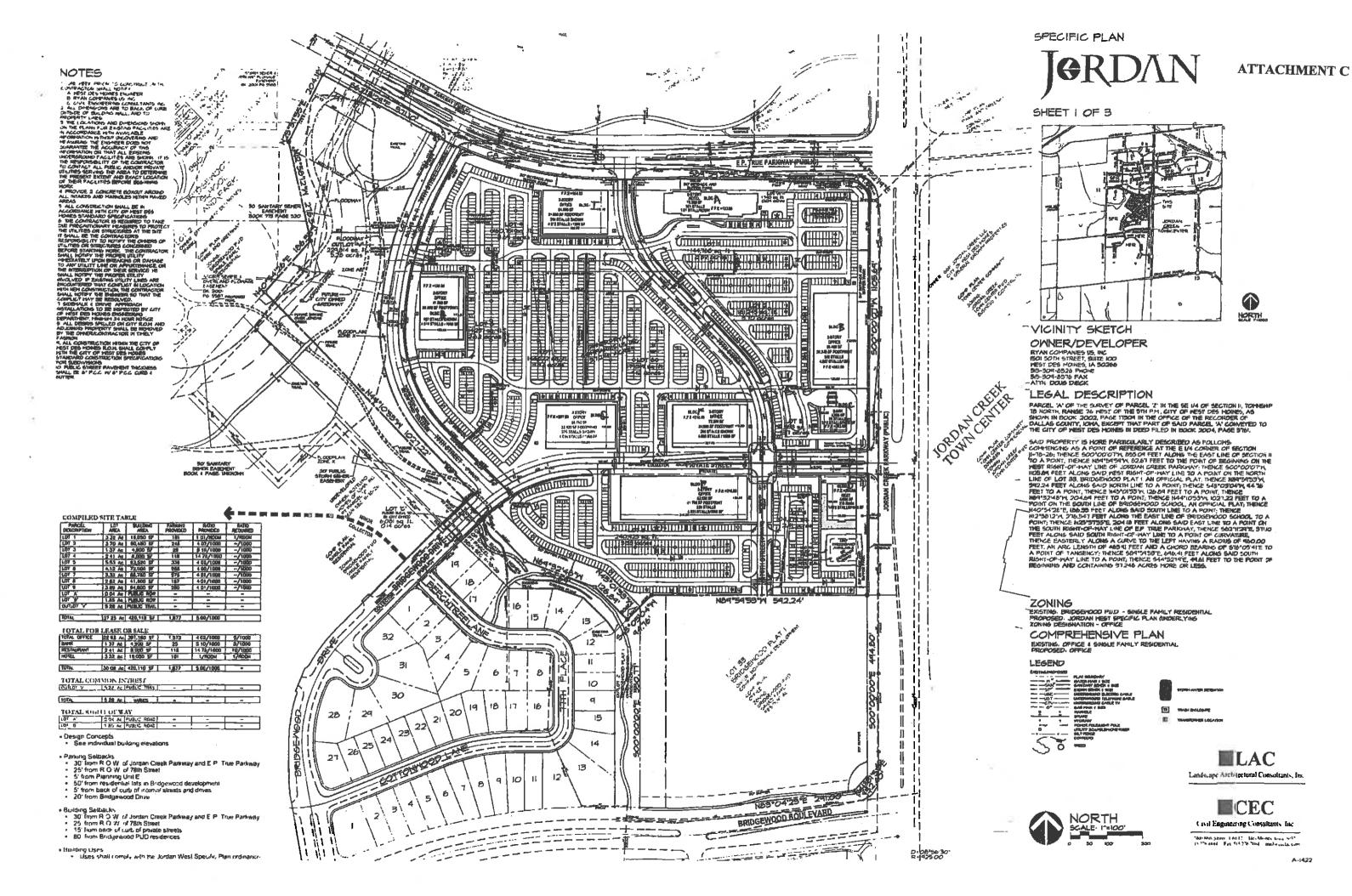
# ATTACHMENT B



NAD\_1983\_StatePlane\_lowa\_South\_FIPS\_1402\_Feet © City of West Des Moines, Iowa

Disclaimer: The City of West Des Moines makes no warranties regarding the accuracy or completeness of the data provided herein.

THIS MAP IS NOT TO BE USED FOR NAVIGATION





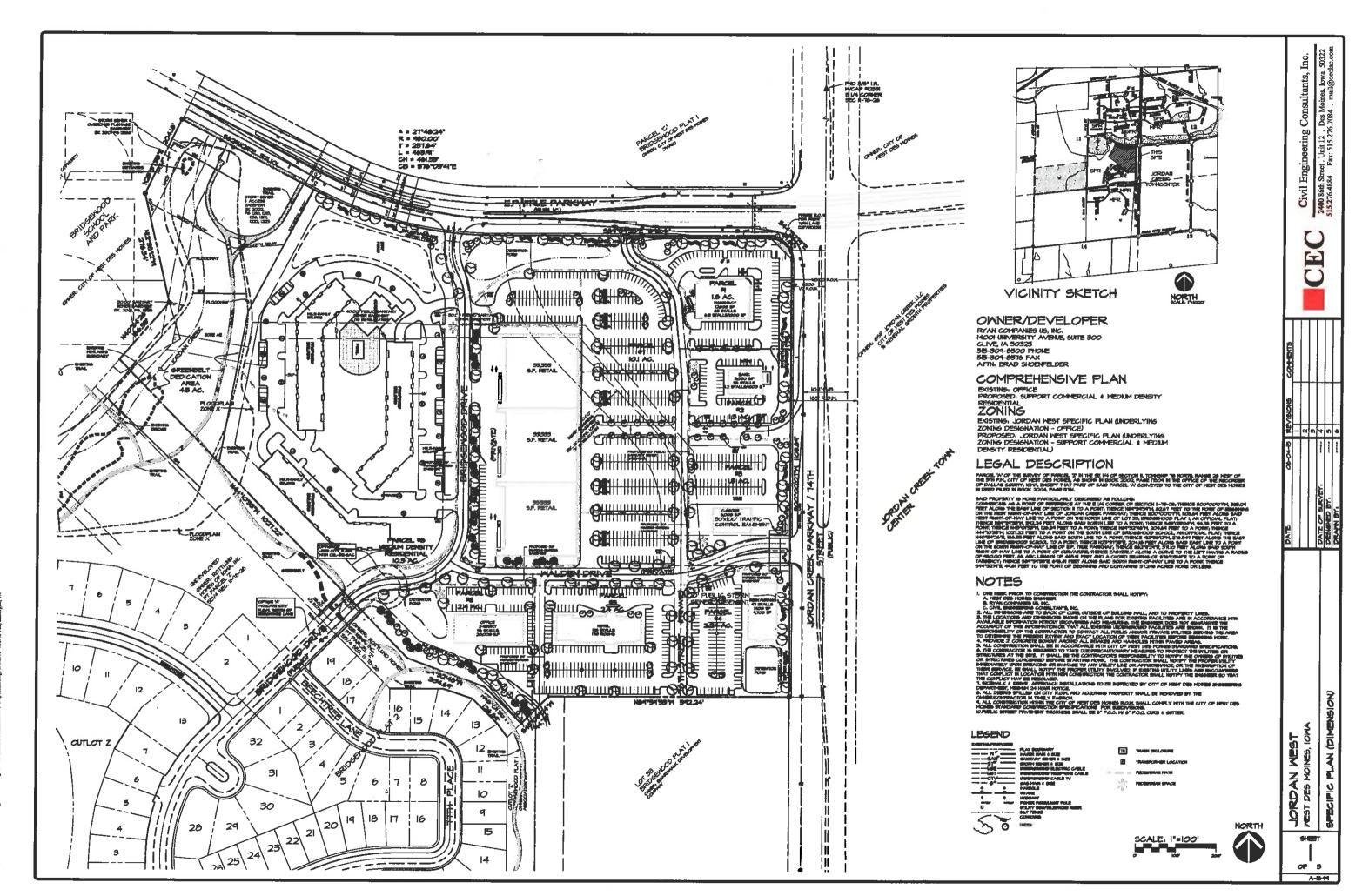




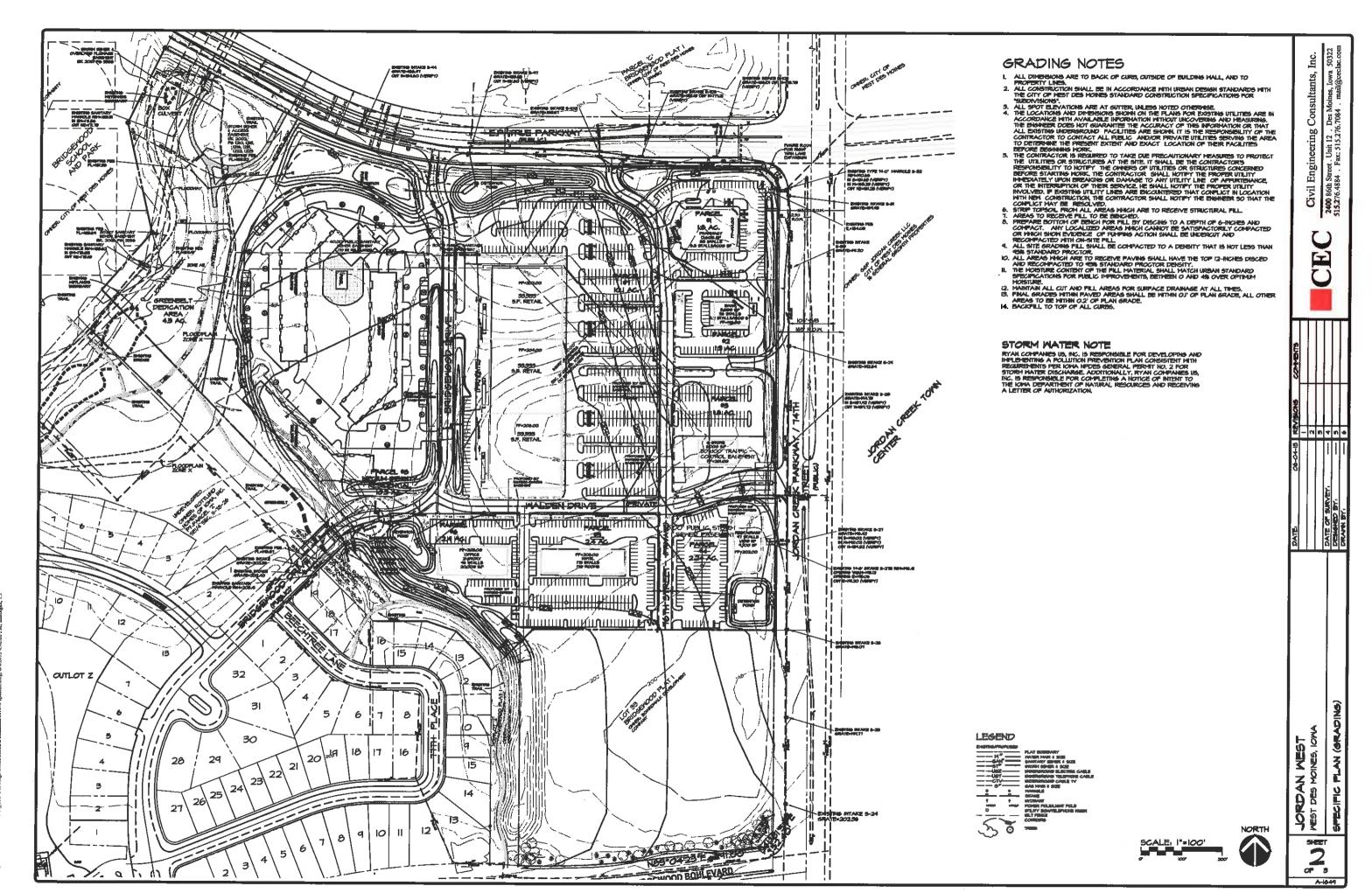




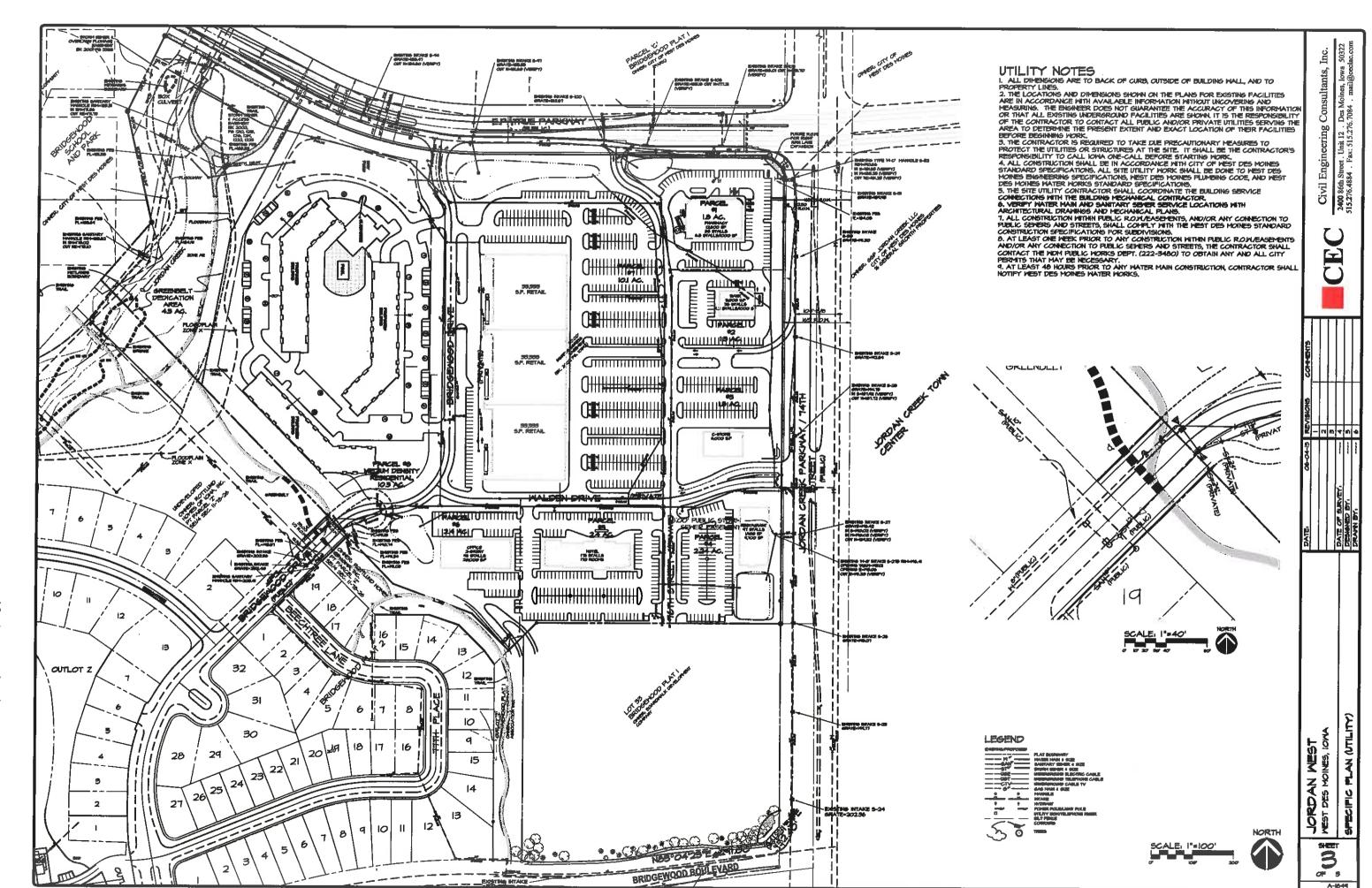




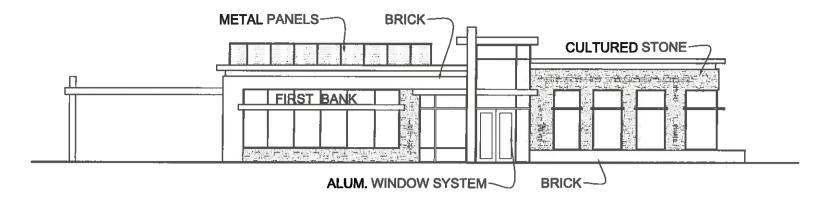
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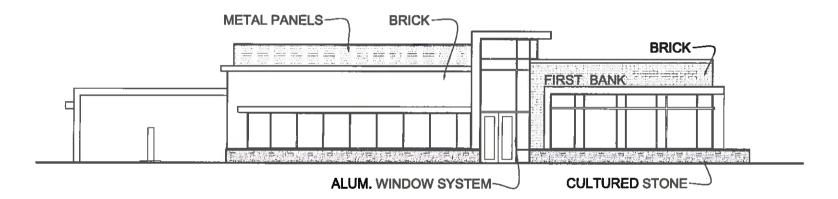
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**BANK BUILDING - ELEVATION CONCEPT** 



**BANK BUILDING - ELEVATION CONCEPT** 













C-STORE BUILDING - EAST ELEVATION CONCEPT

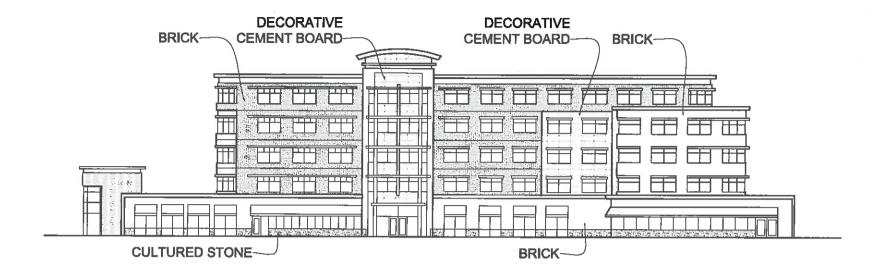












**HOTEL - ELEVATION CONCEPT** 



**EFIS** 



CULTURED STONE



DECORATIVE CEMENT BOARD







METAL PANELS







WOOD PANELS





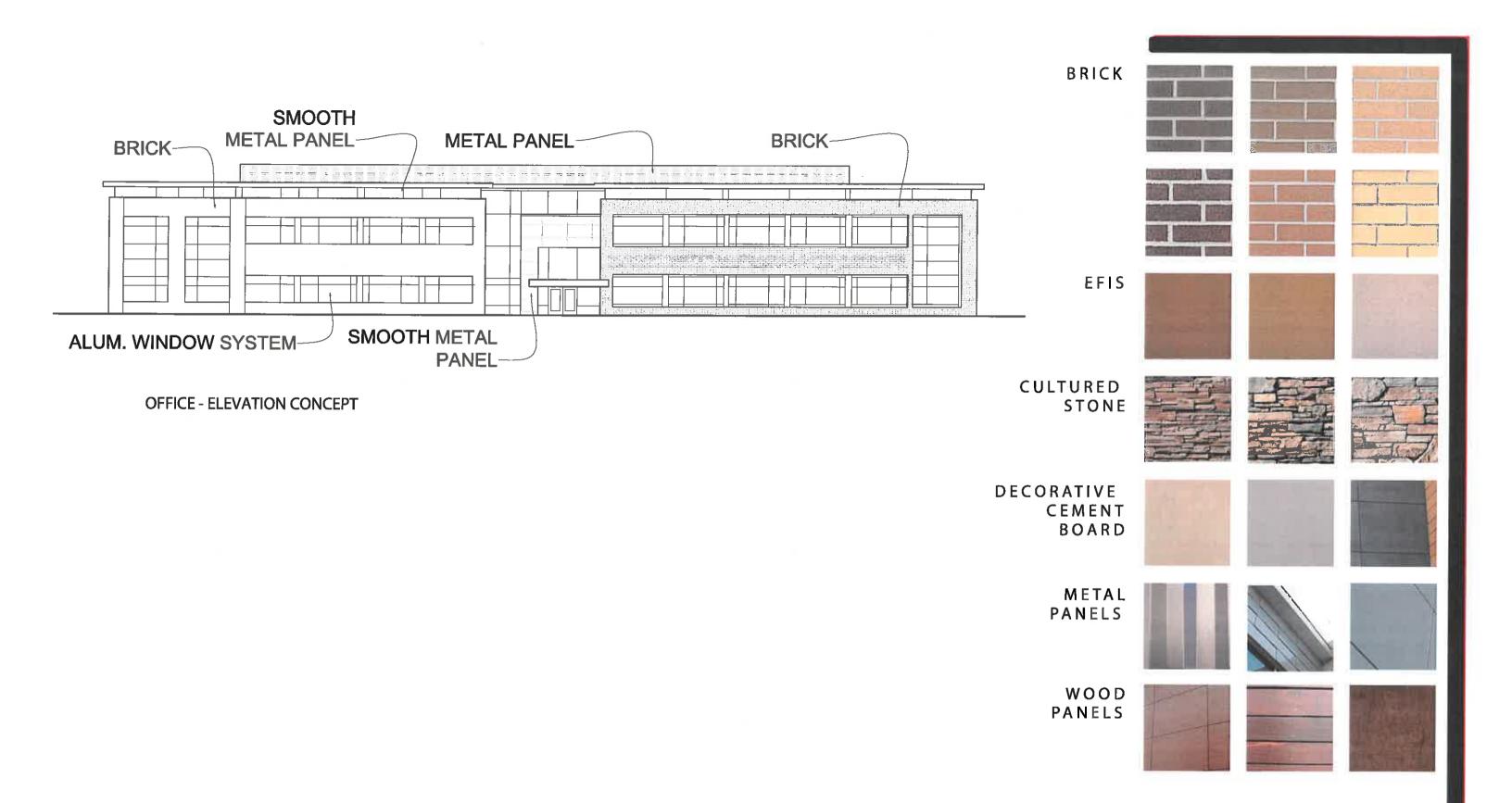










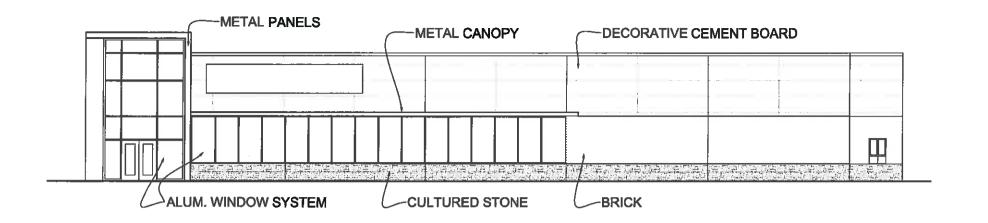




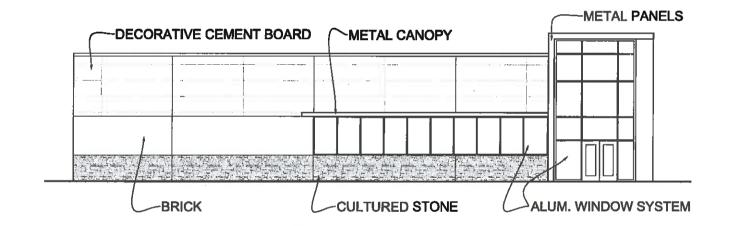








# PHARMACY BUILDING - NORTH ELEVATION CONCEPT



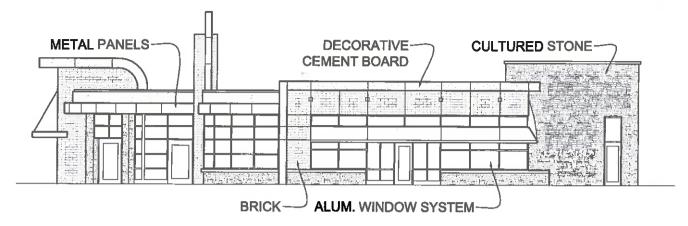
PHARMACY BUILDING - EAST ELEVATION CONCEPT



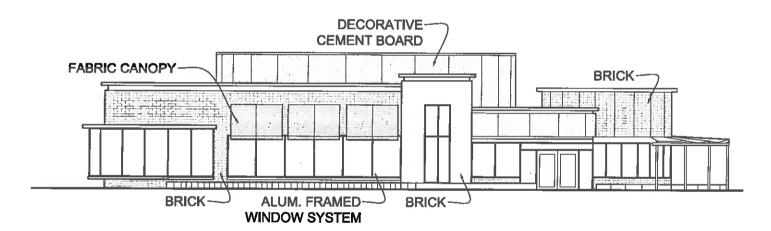








**RESTAURANT - ELEVATION CONCEPT** 



**RESTAURANT - ELEVATION CONCEPT** 

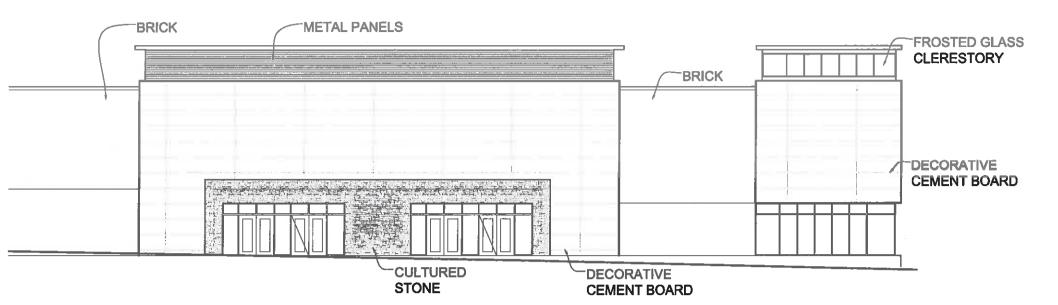




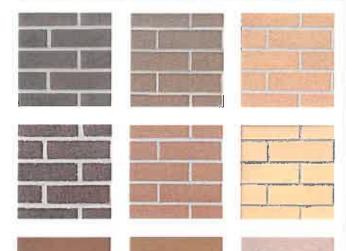












EFIS







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DECORATIVE CEMENT BOARD







METAL PANELS





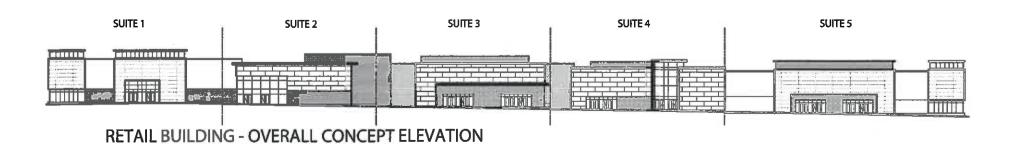


WOOD PANELS









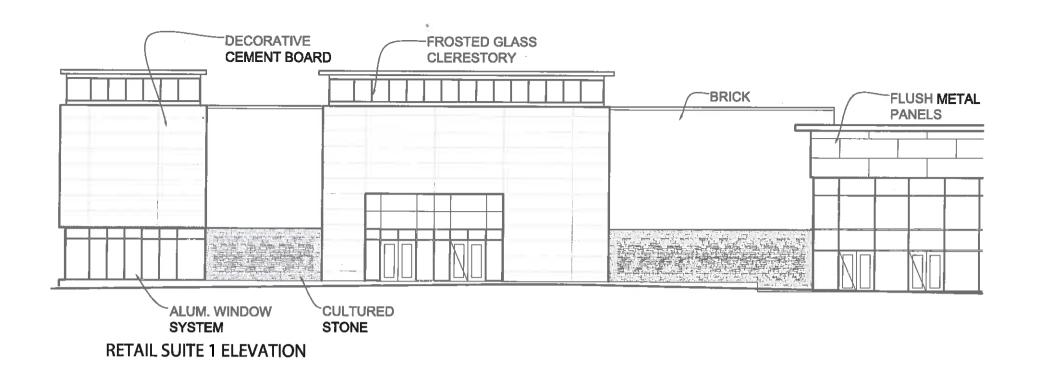


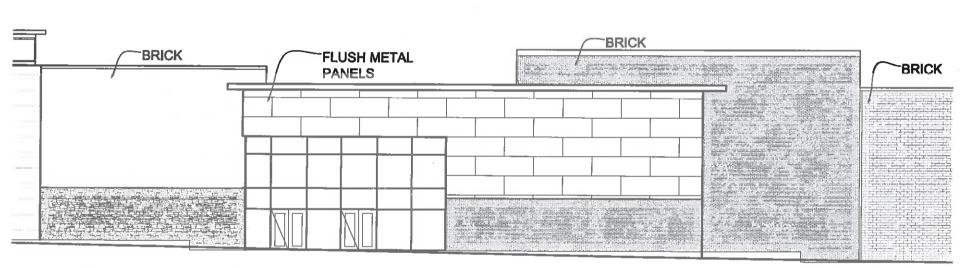




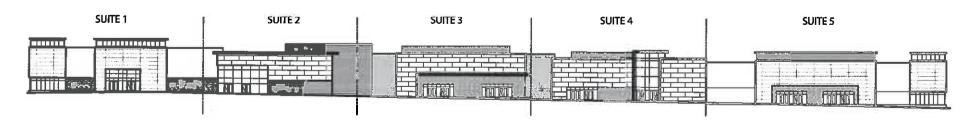


**RETAIL SUITE 5 ELEVATION** 





**RETAIL SUITE 2 ELEVATION** 



**RETAIL BUILDING - OVERALL CONCEPT ELEVATION** 









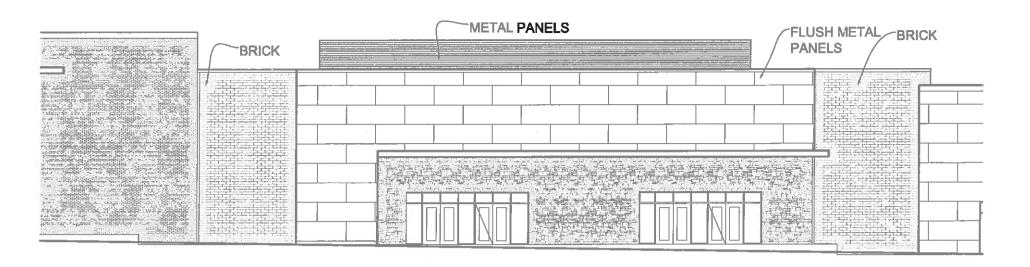




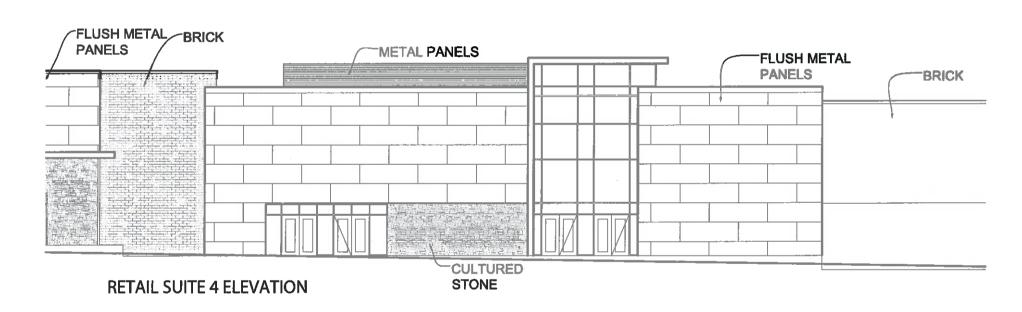
BRICK

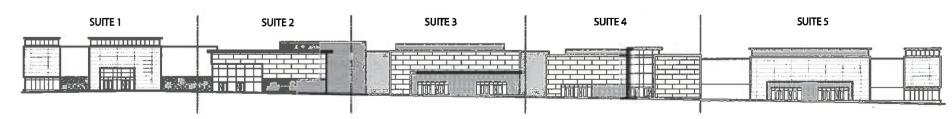






## **RETAIL SUITE 3 ELEVATION**





**RETAIL BUILDING - OVERALL CONCEPT ELEVATION** 









**BRICK** 





**MULTIFAMILY BUILDINGS - ELEVATION CONCEPT** 



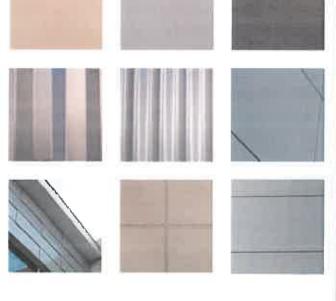
**MULTIFAMILY BUILDINGS - TUCK UNDER PARKING ELEVATION CONCEPT** 



MULTI-FAMILY PARKING STRUCTURES - ELEVATION CONCEPT



STONE









Prepared by: B. Portz, Development Services, City of West Des Moines, P.O. 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

#### 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 9, PLANNED UNIT DEVELOPMENT DISTRICT, 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:

<u>SECTION 1: AMENDMENT</u>: Ordinance #1749, pertaining to **Jordan West Office Park Planned Unit Development (PUD)** is hereby amended by deleting in its entirety and in place thereof creating the 'Jordan West Specific Plan Ordinance' with the following text:

#### Legal Description

PARCEL 'A' OF THE SURVEY OF PARCEL 'Z' IN THE SE 1/4 OF SECTION 11, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE 5TH P.M., CITY OF WEST DES MOINES, AS SHOWN IN BOOK 2002, PAGE 17509 IN THE OFFICE OF THE RECORDER OF DALLAS COUNTY, IOWA, EXCEPT THAT PART OF SAID PARCEL 'A' CONVEYED TO THE CITY OF WEST DES MOINES IN DEED FILED IN BOOK 2004, PAGE 3761.

#### SAID PROPERTY IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AS A POINT OF REFERENCE AT THE E 1/4 CORNER OF SECTION 11-78-26; THENCE S00°00'07"W, 855.09 FEET ALONG THE EAST LINE OF SECTION 11 TO A POINT; THENCE N89°59'59"W, 82.67 FEET TO THE POINT OF BEGINNING ON THE WEST RIGHT-OF-WAY LINE OF JORDAN CREEK PARKWAY; THENCE S00°00'07"W, 1105.69 FEET ALONG SAID WEST RIGHT-OF-WAY LINE TO A POINT ON THE NORTH LINE OF LOT 33, BRIDGEWOOD PLAT 1, AN OFFICIAL PLAT; THENCE N89°59'53"W, 592.24 FEET ALONG SAID NORTH LINE TO A POINT; THENCE \$45°05'04"W, 94.76 FEET TO A POINT; THENCE N45°01'53"W, 126.89 FEET TO A POINT; THENCE N69°32'48"W, 204.69 FEET TO A POINT; THENCE N44°10'53"W, 1027.22 FEET TO A POINT ON THE SOUTH LINE OF BRIDGEWOOD SCHOOL, AN OFFICIAL PLAT; THENCE N40°54'26"E, 186.35 FEET ALONG SAID SOUTH LINE TO A POINT; THENCE N12°58'12"W, 276.547 FEET ALONG THE EAST LINE OF BRIDGEWOOD SCHOOL TO A POINT; THENCE N25°57'55"E, 204.18 FEET ALONG SAID EAST LINE TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF E.P. TRUE PARKWAY; THENCE S62°11'29"E, 371.10 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE TO A POINT OF CURVATURE; THENCE EASTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 960.00 FEET, AN ARC LENGTH OF 465.91 FEET AND A CHORD BEARING OF \$76°05'41"E TO A POINT OF TANGENCY; THENCE S89°59'53"E, 696.41 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE TO A POINT; THENCE \$44°52'19"E, 49.61 FEET TO THE POINT OF BEGINNING AND CONTAINING 37.246 ACRES MORE OR LESS.

**SECTION 2: REQUIRED PLANS:** The following plans shall be required as a part of the processing of any development application for any property within the Jordan West Specific Plan:

A. Area Development Plan: An Area Development Plan is a plan that identifies planning units, major street patterns, master storm water drainage and detention concepts, utilities, shared public spaces, land use assumptions and proposed densities. It is intended to be a tool used to promote the communication and cooperation between adjacent property owners and developers to ensure cohesive and unified development.

An Area Development Plan shall be reviewed by the Plan and Zoning Commission and approved by the City Council prior to, or in conjunction with, the review of the Specific Plan for any property within said specific plan area. No change to the Area Development Plan shall be made without approval of an amended plan from the appropriate reviewing bodies.

Attached to this document (Exhibit I) or on file with the City Clerk is the City Council approved Area Development Plan for this property.

B. Specific Plan: A Specific Plan identifies detailed development criteria for each planning unit indicated on the Area Development Plan or more specifically delineated on the Specific Plan Map. The Specific Plan shall conform to the general development intent identified in the approved Area Development Plan, as well as the Town Center Overlay District Guidelines. The Specific Plan shall be reviewed by the Plan and Zoning Commission and adopted by the City Council by Ordinance.

This document shall constitute the Specific Plan Ordinance for Jordan West. Attached to and made a part of this ordinance is a Specific Plan Map that defines the planning units further discussed in this ordinance and illustrates the overall site layout concept for Jordan West (Exhibit II). This document and the associated exhibits (included or on file with the City Clerk) are intended to specify the components, parameters, and requirements to be adhered to and implemented in order to ensure the realization of Jordan West development concept. It is recognized that modifications and changes in building footprints and layout may be necessary in response to market demands and specific tenants. Additionally, it is recognized that square footages of one (1) building may be shifted to another or increased to accommodate specific user's needs. These changes may be allowed with the appropriate City approvals if the shift does not have a negative impact on the traffic patterns for the building/area and the total number of vehicle trips does not exceed that which has been allocated to the overall Jordan West development. At the discretion of the Director of Development Services, changes to the layout of the development that are deemed to be 'major' changes shall require an amendment to the Specific Plan Map and/or Ordinance, whichever is applicable. Major amendments shall require the review and approval of the Plan and Zoning Commission and City Council.

Where the Specific Plan Map and Specific Plan Ordinance conflict, the Specific Plan Ordinance shall prevail.

- C. Development Applications (Overlay District Site Plans): Site Plans for all buildings within Jordan West must meet the intent of the approved Specific Plan. Site plans shall be submitted to the City of West Des Moines for review and approval prior to the development of any portion of the site. Site plans for permitted uses which comply (as determined by the Director of Development Services) with the design intent as set forth in this Specific Plan will be subject to administrative review and approval by the Director of Development Services. A one-week review and comment period by each and all-available members of the Plan and Zoning Commission and City Council shall precede the administrative approval. If upon review, two (2) or more members of the City Council, Plan and Zoning Commission, or a combination thereof request such; or if the Director of Development Services deems the proposed site plan is not in compliance with the approved Specific Plan or is potentially controversial, the site plan will be processed through the traditional full site plan review and approval process. Site plans for Permitted Conditional Uses (PC) as defined in the City Code, unless otherwise amended within this ordinance, shall be approved by the appropriate review body. At the discretion of the Director of Development Services, an amendment to Jordan West Specific Plan Ordinance may be required to bring consistency between the ordinance and site plan development proposed.
- D. An operation and easement declaration (OEA) shall be established by the developer for the property encompassing Jordan West. The OEA shall identify requirements for the ongoing upkeep and maintenance of any privately owned common grounds, structures and signs and any other specific development improvements required by the developer in this ordinance.

Unless otherwise specifically noted or delineated, the Developer and individual lot owners shall have equal responsibility for the obligations specifically set forth in this Section or as generally noted in this ordinance.

Said OEA is hereby made a part of this specific plan ordinance by reference.

E. Preliminary and Final Platting: Prior to or in conjunction with any site plan submittal for proposed development of any land within Jordan West, said area shall be Preliminary and Final platted, in accordance with the City's Subdivision Ordinance, to delineate the parcel to be developed or sold. Lots without public street frontage, in accordance with the City Code requirements, may be allowed provided the frontage requirements of the Code have been met by an abutting or surrounding lot which is under common ownership under an owners' association, or a cross parking and access easement has been executed which provides for the unrestricted use and access of the drives and parking. Platted outlots are not buildable until such time that they are replatted through the City's subdivision process.

All private streets shall be identified as easements on the preliminary plat. Said easements shall provide for public ingress and egress for vehicular and pedestrian traffic.

Unless otherwise specifically restricted by City Council action, ground work and construction of private roads and utilities may be started, at the developer's risk, upon approval of the preliminary plat by the City Council. Public street and utility construction may begin, at the risk of the developer, after approval of the preliminary plat by the City Council and construction improvement plans by the City of West Des Moines.

Prior to approval of the final plat, unless otherwise allowed by Council, the developer of Jordan West shall provide the appropriate agreements, easements, and sureties for all public rights-of-way and other public improvements (utilities, sidewalks, street lights, etc.) within and associated with the development.

A final plat applicable to each proposed development area must be approved and recorded with the Dallas County Recorder's Office prior to approval of an overlay district site plan or issuance of any building permit, including footing and foundation permit, for construction of any structure within the area proposed for development.

**SECTION 3:** CONDITIONS: Whereas, Title 9 of the West Des Moines City Code includes Chapter 9, PUD Planned Unit Development District and establishes certain regulations and guidelines pertaining to accompanying information required on plat and site plan documents. Now, therefore, the following conditions, restrictions, and regulations are adopted as part of this approval, to wit:

In addition to the Specific Plan Map, the following general development criteria shall be integrated into and made a part of this Specific Plan Ordinance:

- A. General Conformance to Subdivision Ordinance: All subdivisions, public streets, public street rights-of-way, and general development shall adhere to the standards and design criteria set forth in the West Des Moines subdivision ordinances and the most current design standards adopted by the City of West Des Moines pertaining thereto unless otherwise stated within this ordinance.
- B. General Conformance to Zoning Ordinance: Unless otherwise specified herein, the development of the Jordan West Specific Plan shall comply with Title 9, Zoning, or any other applicable codes.
- C. Flood Hazard: In all areas within a 100-year frequency flood hazard zone, or adjoining drainage ways, and detention ponding areas involving potential flood hazards, no building shall be erected that has a lowest floor, including basements, less that one foot (1') above the determining level of the 100-year frequency flood event, and no building shall be located within twenty-five feet (25') of any easement or property boundary of a major drainage way, storm water detention basin, or pond, unless said location is approved as part of a development entitlement by the City Council and said building is structurally designed accordingly.
- D. Unless otherwise specifically approved by the City Council, the developer, its successors and/or assigns, if any, shall pay all planning, engineering, and construction costs for the development of the planned unit development as required by this Ordinance, and shall pay all costs related to approved site plans, which may include but is not limited to the cost of all streets, storm sewers, sanitary sewers, water mains and service lines, drainage-way

improvements, detention basins, buffers, and other improvements as required. No occupancy permits, either temporary or permanent, shall be issued until all necessary improvements applicable to the area/lot or structure requesting occupancy are installed and accepted by the City of West Des Moines. Nothing in this Ordinance shall be construed to prevent the developer, its successors and/or assigns, if any, from entering into private agreement(s) as it/they may desire to share the cost of improvements.

E. Prior to approval of the Jordan West Preliminary Plat, the developer shall put in place the OEA that shall identify responsibility for the maintenance of all common areas in perpetuity.

SECTION 4: REQUIREMENTS: Unless provided otherwise in this Ordinance, all general use regulations, performance standards and provisions set forth in Title 9, Zoning, of the City Code for the Support Commercial (SC) and Residential Medium Density (RM) Districts shall apply to any development within the Jordan West Specific Plan area. To the extent that the provisions of this Section conflict with or are more restrictive than similar provisions provided elsewhere in the West Des Moines Zoning Ordinance, the provisions of this Section shall control. The following land use design criteria, development standards, and landscaping regulations shall apply to all parcels within the Jordan West Specific Plan area:

- A. <u>Land Use:</u> All land uses as set forth in Title 9, Zoning, of the City Code for the Support Commercial (SC) District as permitted and permitted conditionally shall apply in Planning Unit A as identified on the approved Jordan West Area Development Plan except as designated below:
  - 1. All Permitted (P) uses within the Support Commercial (SC) District shall be allowed except those that have been prohibited by this ordinance. Also including the following:

SIC 5712	Furniture stores
SIC 5731	Radio, television, consumer electronics stores
SIC 5941	Sporting goods stores and bicycle shops
SIC 5944	Jewelry stores
SIC 5999	Packing Materials, boxes, padding
SIC 5999	Art, picture frames, and decoration stores
SIC 5999	Banners, flags, decals, and poster stores

- All Permitted Conditional (PC) uses within the Support Commercial (SC) District shall be allowed
  with the approval of the appropriate review body except those that have been prohibited by this
  ordinance.
- 3. Prohibited Uses: the following permitted and permitted conditional uses otherwise allowed in the Support Commercial (SC) District shall be prohibited:

SIC 4925 Mixed, manufactured, or liquefied petroleum gas production and/or distribution

- B. All land uses as set forth in Title 9, Zoning, of the City Code for the Residential Medium Density (RM-12) District as permitted and permitted conditionally shall apply to Planning Unit B as identified on the approved Jordan West Area Development Plan with the approval of the appropriate body.
- C. <u>Dwelling Unit Density:</u> The calculation of dwelling unit density permitted on Parcel 8 shall also include in the calculation the greenway acres situated along the west side of the property. A total of 15 acres (Parcel 8 acreage (10.5) + greenway acreage (4.5)) shall be used to calculate the number of dwelling units permitted on Parcel 8. The permitted number of units on Parcel 8 shall not exceed 12 dwelling units per acre. The total number of units permitted is 180 dwelling units (15 acres x 12 du per acre).
- D. <u>Building Setback</u>: Buildings shall be setback as follows. The setback shall be measured from the perimeter PUD boundary line to the primary wall of the structure. Intermittent encroachment into the setback shall be allowed for bump outs, roof overhangs, and pedestrian elements as long as minimum Building Code and Fire Code requirements for building separations are provided.
  - 1. North minimum of thirty feet (30')
  - 2. East minimum of thirty feet (30')
  - South –

- a. Along the south boundary of Parcels 4 & 5 as indicated on the Specific Plan Map not otherwise adjacent to Lots 12-19, Bridgewood Plat 2 minimum of twenty-five feet (25').
- b. Along the south boundary of Parcel 5 & 6 as indicated on the Specific Plan Map (portions adjacent to the Lots 12-19, Bridgewood Plat 2) minimum eighty feet (80').
- c. Along the south boundary of Parcel 8 adjacent to the greenbelt minimum sixty feet (60').
- 4. West minimum twenty-five feet (25')
- 5. No setback (0') shall be required from an adjoining parcel which is included within the overall boundaries of the Jordan West Specific Plan area, except that no structure should be located closer than fifteen feet (15') to the back-of-curb of any interior private drive, nor shall any building be so located so as to block visibility at vehicle drive intersections and driveways.
- 6. Unless physically connected, all buildings shall maintain a minimum separation of twenty-five (25) feet unless otherwise required to be larger per adopted Building and Fire Codes.
- 7. Detached accessory structures shall not be located in the front yard of a lot fronting a public street and shall be set back a minimum of thirty feet (30') from perimeter boundaries and fifteen feet (15') from interior boundaries.

### E. Building Height:

- Buildings within Planning Unit A as indicated on the approved Jordan West Area Development Plan shall
  not exceed 36' in height, as measured from the average finished grade to the top of the parapet wall, except
  as follows:
  - a. The building located on Parcel 5 as indicated on the Specific Plan Map shall be allowed to exceed 36'; however, shall be no greater than 5 stories in height as measured from the average finished grade to the top of the parapet wall.
  - b. Building(s) located on Parcel 6 as indicated on the Specific Plan Map shall not exceed 2 stories in height as measured from the average finished grade to the top of the parapet wall.
- 2. Buildings within Planning Unit B as indicated on the approved Jordan West Area Development Plan shall not exceed three (3) visible stories of living space. The building may be a 4-story building with one level of parking generally recessed below grade.

#### F. Parking Ratios:

- 1. Parking ratios shall conform to Chapter 15 of the City's Zoning Ordinance.
- 2. At the discretion of the Director of Development Services, a less stringent parking calculation may be used provided the applicant can demonstrate a parking rate less than the above is adequate due to the type of potential use, shared uses or off-peak uses.
- 3. The OEA will establish blanket ingress/egress easement benefiting all lots.
- 4. It is the intent of the Developer that limited cross parking easements will be established. Lot owners will permit cross parking on an occasional and incidental basis.

#### G. Parking Setbacks:

- Off-street parking areas shall be setback from the perimeter boundaries of the Jordan West development as follows:
  - a. North minimum thirty foot (30') setback.
  - b. East minimum thirty foot (30') setback.
  - c. South -
    - i. Along the south boundary of Parcels 4 & 5 as indicated on the Specific Plan map (adjacent to Planning Unit C as indicated on the approved Area Development Plan) minimum five foot (5') setback unless the parking field is shared between developments with written consent of both property owners.
    - Along the south boundary of Parcels 5 & 6 as indicated on the Specific Plan map those
      portions of the lots adjacent to Lots 12-19, Bridgewood Plat 2 minimum fifty foot (50')
      sethack.
    - iii. Along the south boundary of Parcel 8 as indicated on the Specific Plan Map minimum thirty foot (30') setback.
  - d. West minimum twenty-five foot (25') setback.
  - e. There shall be no minimum parking lot setback between internal lot boundaries except that parking areas should be setback a minimum of five feet (5') from the back of curb of internal private drives or

as otherwise necessary to accommodate the incorporation of landscape vegetation for visual screening and mitigation of paving expanses associated with off-street parking.

- 2. Parking stall measurements and drive aisle widths shall conform to Chapter 15 of the City's Zoning Ordinance.
- 3. No portion of any parking lot or drive aisle associated with parking may be located within a required buffer or streetscape.
- 4. Care should be taken to ensure that parking does not block visibility at vehicle drive intersections and driveways.
- H. <u>Vehicle Drive Thrus and Canopy Areas</u>: The intent of this development is not to encourage the use of automobiles; however, it is recognized that drive-ups are a key component to the functionality of certain types of businesses due to their convenience. If, through the design review process, including an updated traffic analysis, if necessary, it can be demonstrated that such uses do not cause traffic congestion, do not interfere with pedestrian movements and can be designed to minimize their presence, a maximum of four (4) businesses with drive-ups may be permitted within the overall Jordan West development. Drive-up facilities may be allowed in conjunction with, but are limited to the following types of businesses; bank, coffee shop, dry cleaner, pharmacies, and fast food restaurants. Walk-up or pedestrian ATMs with no vehicle access; and loading zones in which the patron exits their vehicle and loads the merchandise/materials themselves shall be allowed as needed.
  - 1. The incorporation of drive-up facilities may be limited by the type of use in association with the available vehicle trips allowed for the entire Jordan West development.
  - 2. In all instances, the presence of the drive-ups shall be minimized through one or a combination of the following methods:
    - a. Integration of the drive-thru into the building architecture in order to eliminate the appearance as an added on canopy component.
    - b. Situating the drive-thru between two buildings in order to limit the number of views thereof.
    - c. Opaque visual screening through the use of earth-berming to a height of a minimum of six feet (6') combined with vegetation of a predominately evergreen nature.
  - 3. 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 earth-tone colors so as to blend with environment rather than draw attention to the element. The application of brick or stone to a minimum of 2/3 of the height of canopy support columns is required. When possible, canopies should be designed as an extension of the building rather than an added on element. Gasoline canopies shall be situated along the side of the store or interior to the site so as to minimize the visible presence of the vehicle use element. Canopies shall not be located parallel with and adjacent to public streets; however, may be located adjacent to internal or private streets as long as measures such as earthen berming and landscaping are implemented to minimize the presence thereof.
- I. <u>Buffers</u>: The provision of adequate buffering and landscaping shall be more thoroughly evaluated and approved as part of the site plan approval. A master landscaping plan for all buffers shall be designed and approved concurrent with the first site plan approval requested so as to create cohesiveness amongst the buffers. Landscape plans for each lot containing a buffer area shall include buffer landscaping consistent with the approved master landscaping plan. Buffering between districts or parcels and uses shall not be required as set forth in Title 9, Chapter 19 of the City Code.
  - 1. Buffers shall be provided along the perimeter boundaries of the Jordan West development as follows:
    - a. North thirty feet (30') from perimeter PUD boundary
    - b. East thirty feet (30') from the perimeter PUD boundary
    - c. South -
      - Along the south boundary of Parcels 4 & 5 as indicated on the Specific Plan Map no buffer required.
      - ii. Along the south boundary of Parcels 5 & 6 as indicated on the Specific Plan Map (adjacent to Lots 12-19, Bridgewood Plat 2) fifty (50) feet from the PUD boundary.
      - iii. Along the south boundary of Parcel 8 as indicated on the Specific Plan Map fifty (50) feet from the PUD boundary.
    - d. West no buffer required; however, views of negative site elements visible from the greenbelt/trail area shall be mitigated.

 No buffers between internal parcels shall be required except to mitigate undesirable elements and views.

#### 2. Thirty Foot (30') Buffers:

- a. Required Plantings
  - i. One (1) overstory tree, two (2) ornamental trees and six (6) shrubs shall be provided per thirty-five (35) lineal feet of required buffer.
- b. Vegetation Substitution:
  - i. Two (2) ornamental trees, one (1) evergreen tree, or six (6) shrubs may be substituted for one required overstory tree; however, no more than twenty-five percent (25%) of the required number of overstory trees may be substituted.
  - ii. A twenty-five (25) square foot mass planting of perennials or ornamental grasses may be substituted for three (3) shrubs.
  - iii. Plantings shall be a mix of deciduous and evergreen to ensure year round color.
- c. It is recognized that some views of businesses are desired; therefore, buffer vegetation may be clustered to open up view windows to the businesses.

#### 3. Fifty Foot (50') Buffers:

- a. Required Plantings
  - i. Two (2) overstory trees or two (2) evergreen, four (4) ornamental trees and ten (10) shrubs shall be provided per thirty-five (35) lineal feet of required buffer.
  - At least 60% of plant materials provided shall be evergreen
- b. Vegetation substitution
  - i. Two (2) ornamental trees or eight (8) shrubs may be substituted for one (1) overstory tree or one (1) evergreen.
  - ii. A twenty-five (25) foot mass planting of perennials may be substituted for three (3) shrubs.
  - iii. All overstory trees in this buffer area shall be 3" caliper minimum.
  - iv. All evergreen trees in this buffer area shall be a minimum of six (6) feet in height when installed.

#### c. Berming

- i. Along the south boundary of Parcels 5 & 6 as indicated on the Specific Plan Map (that portion adjacent to Lots 12-19, Bridgewood Plat 2) the earthen berming shall continue to the maximum height possible.
- ii. Along the south boundary of Parcel 8 as indicated on the Specific Plan Map (west of the Bridgewood Drive extension) the earthen berm shall be undulating between 3' and 8' for a distance of 50 yards from Bridgewood Drive to create a natural appearance and aid in providing visual screening of the adjacent multi-family apartment buildings.
- iii. Landscaping shall be installed on top of berms in natural appearing groupings to enhance the screening effectiveness of the berms. Berms must include groupings of evergreens to increase their screening effectiveness.
- iv. Said berms shall be designed in such a way as to not negatively impact storm water drainage or the approved Storm Water Management Plan for Jordan West.

#### d. Timing

- i. The 50 foot buffer adjacent to Lots 12-19, Bridgewood Plat 2 shall be installed in its entirety, including berming and plantings, with the first development application in Jordan West regardless of said development application's location within the overall Jordan West development.
- 4. Ponds, lakes, wetlands, or other water features may be placed within buffer areas given the following:
  - Such water features constantly contain water at a level visible from adjoining properties and public streets;
  - Pond edge treatments are incorporated to enhance the attractiveness of the element (no 'wild overgrown pond edge' allowed);
  - c. The appropriate water circulation and clarification measures are implemented and when possible, visible thus creating visual interest; and

- d. Parking lot areas and other negative site elements are effectively screened from views from the right-of-way line. Whenever possible, vegetation for screening purposes shall be placed as close to the roadway as possible.
- J. <u>Landscaping</u>: The landscaping requirements specified herein are intended to create an aesthetically pleasing development which enhances the appearance and character of the City of West Des Moines, while protecting the general health, safety and welfare of the citizens. Landscaping is required to address the following primary aspects or consequences of development:
  - Open space protection and enhancement
  - Mitigation of paving expanses associated with off-street parking
  - Visual screening of undesirable views, activities and/or site elements, and
  - Street side enhancement ('streetscapes')

The attached Specific Plan Map illustrates the general landscaping concept: this plan should be used as the guide for site plan development in respect to the general locations of plant material to be provided. Additional vegetation may be required in response to additional details of the use, buildings, parking, etc. to be implemented. Details regarding specific varieties, exact quantities, and the minimum size at time of planting shall be provided and approved as part of the site plan submittal and shall meet the general guidelines in respect to the minimum plant size traditionally applied to development within the City. In the event that alternatives to what is shown on the attached Specific Plan are desired, the minimum vegetation requirements specified within this ordinance will need to be provided and the original intent of the required vegetation met.

- 1. Open Space: The intent of open space is to allow for a balance between natural areas and the built environment and to provide for the overall beautification and "greening" of the City.
  - a. A minimum of twenty percent (20%) open space shall be provided within each parcel as identified on the Specific Plan Map.
  - b. Open space shall be considered all areas unencumbered by buildings or paved areas associated with parking, drive aisles, and loading zones. Plaza areas, water features and structures such as gazebos, arbors, pergolas, etc. that are associated with outdoor pedestrian use areas, as well as designated and enhanced pedestrian walkways through and between parcels may be counted towards fulfilling the minimum open space requirement.
  - c. Vegetation at a rate of two (2) trees and three (3) shrubs per 3,000 square feet of required open space shall be provided within the parcel.
    - i. Ten percent (10%) of all required trees shall be a minimum of 3-3½ inch caliper. Forty percent (40%) of all required trees shall be a minimum of 2-2½ inch caliper. The balance of all required trees shall be 1½ inch caliper. The minimum height for evergreens shall be six (6) feet and may be counted as 2-2½ inch caliper.
    - ii. Vegetation substitution:
      - 1) One (1) evergreen tree or six (6) shrubs may be substituted for one (1) required tree; however, no more than twenty-five percent (25%) of the required number of trees may be substituted.
      - 2) A twenty-five (25) square foot mass planting of perennials or ornamental grasses may be substituted for three (3) shrubs.
  - d. Vegetation required as part of the open space may be placed into off-street parking areas or required buffers; however the open space vegetation is in addition to that which would be required of buffers or parking islands/pods and may not be counted towards fulfilling the minimum amount of vegetation required for these areas.
- 2. Off-Street Parking Areas:
  - a. All off-street parking areas shall be landscaped to screen their visibility from street rights-of-way and adjoining property outside of Jordan West development.
  - b. All off-street parking areas shall be aesthetically improved to reduce obtrusive characteristics that are inherent to their function. Multiple landscape islands combined with vegetation shall be incorporated to effectively eliminate a "sea of asphalt/concrete" and to provide shade thus decreasing heat reflection back into the environment. Landscape islands and/or pods shall be implemented in accordance with the following:

- i. Islands or open areas shall be located at the terminus end of all parking rows. Terminal islands shall measure at least ten feet (10') in width and shall match, at a minimum, the stall length unless otherwise allowed per the discretion of the Director of Development Services.
- ii. Linear parking islands that run the length of the parking row shall be implemented as shown on the Specific Plan map. Said linear islands shall measure a minimum of eight feet (8') in width and shall be heavily landscaped to provide a mass of 'green' within the parking lot. The incorporation of defined pedestrian pathways within linear islands is encouraged.
- iii. Linear parking rows with greater than twelve (12) parking stalls shall incorporate a landscape island or pod every six (6) stalls. At a minimum, islands shall match the dimensions of one (1) parking stall and pods shall measure a minimum of six (6) feet from back-of-curb to back-of-curb.
- iv. For every 9'x17' landscape island and landscape pod, one (1) tree shall be required within the parking area.

#### 3. Visual Screening:

- a. Mechanical Equipment:
  - i. Views from public streets and adjoining property of the negative aspects of development and land uses such as loading docks; heating, ventilation, or air conditioning (HVAC) units; or similar electrical or mechanical appurtenances shall be adequately screened. Said screening shall be achieved through the use of architectural features or earth berming and landscaping consisting of predominately evergreen material.
  - ii. All rooftop mechanical units shall be screened from views from public and private streets and adjoining properties by the use of an opaque screening material compatible with the architecture of the building or architecturally designed screen walls, parapet walls, penthouse, or other opaque material comprised of materials consistent with the associated primary structure. Screening measures and materials shall be identified as part of the site plan review process.
- b. Trash Enclosures: Trash receptacles and dumpsters shall be screened on all sides by the use of a permanent enclosure. Whenever possible, the enclosure should be designed as an attached extension to the primary structure rather than a free-standing structure. Enclosures shall be constructed of materials consistent with or complementary to the primary structure. Additionally, the enclosure should be landscaped to minimize the visual presence and impact of the structure on surrounding properties, businesses, and public streets.
- c. Outdoor Storage: Unless otherwise allowed through the issuance of a Temporary Use Permit under the provisions of Title 9, Chapter 16, Temporary Use Permits of the City Code or the site plan review process, all outdoor display and storage shall be prohibited.
- 4. Streetscaping: A landscaped edge or 'streetscape' shall be provided along all public and private streets and primary access drives which are not otherwise required to provide a buffer. These streetscapes are intended to provide desired green to the City, interest, comfort to pedestrians, visual softening of pavement expanses, bring human scale to adjoining buildings, minimize heat-reflection, and provide traffic calming benefits. The streetscape should have a noticeable pattern, design, or plant variety and should attempt to serve as a distinguishing or identifiable landmark for the development.
  - a. Streetscaping shall be located within the first fifteen feet (15') parallel and adjacent to private streets or primary access drives. The streetscaping area may contain pedestrian sidewalks.
  - b. Vegetation within streetscape areas shall be provided at a rate of one (1) tree and three (3) shrubs per thirty-five (35) lineal feet of street or primary access drive.
    - i. A twenty-five (25) square foot mass planting of perennials or ornamental grasses may be substituted for three (3) shrubs.
- K. Pedestrian Elements: Jordan West, in alignment with Town Center Overlay District Guidelines, aims to encourage pedestrian movement and opportunities for pedestrian interaction through a series of interconnected sidewalks and gathering areas. The attached Specific Plan Map indicates the locations and type of anticipated plaza areas and pedestrian corridors. There are a total of four (4) anticipated plaza areas as shown on the

Specific Plan. Details for each of these plaza areas shall be submitted, reviewed, and approved as part of the site plan for the adjoining parcel.

- Useable Open Space: All parcels within the Jordan West development shall provide usable open space or activity spaces through the integration of plazas, green spaces, interconnected and enhanced pedestrian corridors and focal point elements.
  - a. These areas shall encourage opportunities for interaction among pedestrians through the provision of seating opportunities (benches, chairs, tables, planter walls, etc.). Without compromising the design intent of the plazas, the developer is encouraged to maximize the number of furniture/seating opportunities throughout the development. Representations of the site amenities, including street furniture that will be provided throughout this development are included in the exhibit packet (attached or on file with the City Clerk). Although deviations from the illustrations are permissible, the street furniture is intended to serve as a unifying element throughout the development.
  - b. Open space plazas areas shall incorporate a variety of hardscape landscape materials (stone pavers, stamped concrete, field boulders, etc.) for visual interest and variety and shall implement landscape vegetation to soften, enhance, and delineate the areas. All plaza/pedestrian areas are required to incorporate 'green' through the incorporation of planter beds, containers, or raised planters.
  - c. Appropriate lighting should be incorporated into the plaza areas and along pedestrian pathways for safety reasons and to extend the usability of the area into the evening hours. Such lighting may be provided by either pole mounted fixtures or bollard style lighting. Primary pedestrian pathways (those 5' and greater in width) and plaza areas identified on the Specific Plan Map shall be lit to a minimum level of 0.50 foot candles.
  - d. Plaza areas associated with establishments which serve alcoholic beverages shall provide a definable boundary (change in material, unmovable signage, physical feature, etc.) between the private establishments in which alcohol consumption is allowed and the public area in which it is not. A physical barrier (fencing, railing, landscaping, etc.) shall prohibit access into the patio area from the public area; all access into the patio area shall be through the interior of the establishment. The barrier specifications shall be reviewed and approved as part of the alcohol permit application.
  - e. Unless otherwise specified, the installation of these pedestrian elements shall be by the developer of Jordan West in conjunction with the development of a specific lot and shall be completed prior to occupancy.
- Pedestrian Connections: The overall development shall integrate interconnected pedestrian walkways to
  allow and encourage pedestrian movement from one establishment to another within the Jordan West
  development, as well as to other surrounding developments. Multiple connections shall be provided from
  internal pedestrian pathways to the public trail located within the greenway west of Jordan West.
  - a. Pedestrian pathways internal to the development and across parking areas and drive aisles shall be constructed with contrasting color, paving material or pavement patterns to the adjoining paving in order to provide a definable and highly visible crosswalk. Simply striping pedestrian crosswalks shall not meet the intent of this section.

#### L. Lighting:

- 1. Fixtures used within off-street parking areas shall be consistent with those illustrated in the exhibits packet (attached or on file with the City Clerk). Although deviations from the illustrations are permissible, the fixtures are intended to serve as a unifying element between parcels within the development.
- 2. Said fixtures greater than 150 feet from the existing Bridgewood residential lots shall not exceed twenty-eight feet (28') in height as measured from the ground to the top of the light structure.
- 3. Said fixtures greater than 100 feet but less than 150 feet from the existing Bridgewood residential lots shall not exceed twenty two feet (22') in height as measured from the ground to the top of the light structure.
- 4. Said fixtures greater than 50 feet but less than 100 feet from the existing Bridgewood residential lots shall not exceed sixteen feet (16') in height.
- 5. No fixtures shall be located closer than 50 feet to the existing Bridgewood residential lots.
- 6. The footcandle level at the property line adjacent to the existing Bridgewood residential lots shall be zero.
- 7. The footcandle level one foot at all other property lines shall be less than one.
- Said fixtures are to be downcast, cut-off variety to direct lighting to parking areas and pedestrian pathways
  and eliminate glare to neighboring properties. Bulbs shall not be exposed or extend down past the fixture.

- 9. No wall packs or floodlighting are allowed. In addition to cut-off fixtures, particular attention shall be given to eliminate hot spots and light glare. To achieve this, additional measures may include, but are not limited to, lowering parking lot light levels after business hours, turning off lights not necessary for security purposes, and use of landscaping for light screening/blockage.
- 10. As a part of the review of each site plan, a photometric plan must be submitted. During the review, the applicant must demonstrate how lighting will not adversely affect adjoining properties.
- 11. Fixtures located 150 feet or less from the existing Bridgewood residential lots shall be turned off no later than 9:00 PM each night, except those lights necessary for security purposes. Operational hours of fixtures located more than 150 feet from the existing Bridgewood residential lots shall be governed by the OEA.
- M. Cart Corrals: Shall be permanent fixtures and constructed with masonry, stone or block. No signage identifying a tenant or products shall be located on the cart corrals. Cart corrals shall be anchored to the ground to prevent movement and misalignment due to vehicle and maintenance equipment hitting the corral.

SECTION 5: ARCHITECTURE: The intent is to create building façades throughout this development that are varied and articulated to provide visual interest to pedestrians and to establish a unique identity for the development. The architectural design of any building within this development shall be acceptable to the City. The architecture shall attempt to express a creative presentation by careful attention to exterior building materials and details, use of fenestration, and change in building mass within the plan and roof design to lessen the plainness of appearance which can be characteristic of large commercial buildings. Building design, materials, and colors shall provide continuity amongst buildings to unite all structures within the development into one project concept. All sides to each building shall receive high quality materials, finishes, and details (360° architectural treatment). There are no "backs" to a building. Materials should be durable, economically maintained and of a quality that will maintain their appearance over a prolonged time.

On file with the City are conceptual architectural illustrations to be implemented illustrating the general architectural style and materials. Once City approval is gained on a particular building design, any changes in design before or during construction must be reviewed and approved by the City's Development Services Department.

- A. All buildings within this development shall accommodate or incorporate the following in building design and materials:
  - 1. Corporate architecture shall be prohibited.
  - 2. Buildings shall be organized to create a logical and identifiable relationship with the site and other buildings, open spaces, pedestrian circulation paths.
  - 3. The use of building articulation and materials which break up the building mass into modules that respect a pedestrian scale and reflects proportions similar to other buildings within the development.
  - The building's design should meet context and site objectives such as providing gateways, creating visual and physical linkages and framing or terminating views.
  - 5. Variation in building height, mass and roof forms shall be provided to create interest while still maintaining an overall building continuity. Roofs should not be designed as attention-getting devices related to the reinforcement of signage or as an identifiable corporate image.
  - 6. Entrances into buildings should be easily identified through the use of building design and detailing. Projected or recessed entryways, change in rooflines, addition of awnings or changes in building material are examples that can create this effect.
  - 7. Shifts in building planes/facades and variation in exterior materials shall be incorporated to minimize long expanses of wall. Long blank walls shall be prohibited.
  - 8. Ground floor tenant areas should provide the maximum possible glazing toward sidewalks to provide pedestrians with visual interest. Use of reflective glass or mirrored glass is discouraged. Efforts should be made to use clear glass on storefronts, windows and doors to promote the linkage of the interior and exterior of buildings.
  - 9. Natural materials such as brick and stone shall be used as the major elements of the facade, architectural concrete or metal acceptable to the City can be incorporated in the design. The use of EIFS or synthetic stucco shall be used in moderation and primarily used as an accent or trim material and not within 6 foot of grade. Use of vinyl materials is prohibited.
  - 10. Variation in materials, material modules, expressed joints, textures, colors and details should be used to break up the mass of the buildings. Materials should change with the change in building planes.

- 11. Trim and structural elements such as posts or columns shall be sized to the scale of the building.
- B. Architectural design for multi-family buildings shall express a creative presentation of exterior building materials, details and treatment of windows and doors. All facades of the building in public view or which are visible from parcels surrounding the development shall be treated with the same level of architectural style and detail. Design strategies to lessen the plainness of appearance which can be characteristic of large residential buildings shall be incorporated in the building design.
  - 1. Building design shall incorporate changes in building plane, wall heights and roof forms that break up the building into modules which reflect the individual dwelling units within the building. Strategies include:
    - a. Facade modulation stepping back or extending forward a portion of the building
    - b. Changing the roof height and form by alternating dormers, stepped roofs, gables, or other roof elements organized with the changes in plan or to identify individual dwelling units;
    - c. Easily identifiable entrances achieved through changes in building form, materials and details.
  - 2. Building form and materials should provide unique treatment of the individual units, but still maintain the cohesive design of the development. Designs that are repetitive in form and material use should be avoided. Unit design should incorporate elements such as balconies and roof decks to reinforce the connection between the residents and the activities within the development. A minimum of 80% of the multi-family units within the development must provide a balcony or porch to provide a useable outdoor space of at least five (5) feet deep.
  - 3. Building design shall incorporate durable and substantial buildings materials such as brick, stone, on all sides of the building primarily on the base (lowest) story of the building. Vertical or lap siding, shakes and stucco can encompass the remaining area, combining a variety of colors and textures along with trim and details to provide visual interest within the development. Use of natural materials is encouraged, composite materials such as fiber cement and wood composites are appropriate substitutions. Vinyl siding may be used only with appropriately scaled trim and not as the majority cladding material. Asphaltic shingles shall be allowed provided the shingle materials are of a heavier grade that produces a shake or shadowing effect and is consistent with the color and materials used for the development. Materials should change with the change in building plane and be arranged to have the appearance of three-dimensional elements. Trim and structural elements such as posts or columns shall be sized to the scale of the building. Door and window openings shall be incorporated on all sides of the building.
  - 4. The architectural details of detached garages should incorporate the materials and treatments of the dwelling unit, such as windows, doors, trim and materials and the architectural style of the dwelling unit. Building design should minimize the dominance of garage doors on the facade. Design options that can mitigate the dominant appearance of garages are as follows:
    - Enhanced garage facade design such as the addition of engaged columns, secondary roof forms or decorative garage doors.
    - b. For garages included in the primary building, recessing the garage door from the surrounding façade a minimum of 12".
    - c. Providing side entry garages for end units of primary buildings.
    - d. Limiting the detached garage building size to no more than one-hundred (100) feet in length. In addition, for every eight (8) garage bays, there must be a total garage building separation of twenty (20) feet.

#### **SECTION 6:** SIGNAGE.

All proposed exterior signage requires a sign permit issued by the City of West Des Moines through normal sign review procedures. Unless otherwise prescribed herein, signage shall abide by the standards and regulations as set forth in Title 9, Chapter 18: Signs, for the Support Commercial (SC) District and the Residential Medium Density (RM), as applicable to the allowed land uses specified for each respective parcel.

#### A. Ground Signs:

- 1. Development Identification Signage:
  - a. A maximum of two (2) development identification signs, one per public street frontage, which identify the name of the development shall be allowed. Said signs shall not exceed ten feet (10') in height and one hundred twenty five (125) square feet in overall size.
  - b. The name of the development shall be the predominate copy on the sign with no more than three tenant names displayed on the development sign. The total copy area dedicated to tenant identification shall not exceed 64 square foot. The tenant copy area shall be comprised of individually attached and

- illuminated letters, routered sign face with push through letters, or opaque vinyl backing to limit the illumination to the copy of the sign and eliminated backlighting of the background areas.
- c. Said signs shall be set back a minimum of twenty feet (20') from ultimate public street right of way lines and out of vision triangles at intersections.
- d. Said signs shall be landscaped at the base of the structure and shall have a noticeable base and/or column element comprised of brick or stone. Ground signs throughout the Jordan West Development shall be a unifying element, consistent in design and materials. No additional mounding of soil or berming shall be allowed to elevate the sign except as required as part of a site plan for screening purposes.

#### 2. Tenant Monument Signs:

- a. A maximum of two (2) tenant monument signs which list the development name and names of businesses located within the development shall be allowed. There shall be no limit on the number of tenants identified on a sign.
- b. Tenant monument signs shall be a minimum of twenty feet (20') from the public street right of way line or fifteen feet (15') from the curb of a private street. The sign structure shall be a maximum of seven and one-half feet (7<sup>1</sup>/<sub>2</sub>') in height and no greater than sixty five (65) square feet in overall size. If located adjacent to a private street or drive, the sign structure shall be a maximum of six and one-half feet (6<sup>1</sup>/<sub>2</sub>') in height and no greater than forty five (45) square feet in overall size.
- c. The tenant copy area shall be comprised of individually attached and illuminated letters, routered sign face with push through letters, or opaque vinyl backing to limit the illumination to the copy of the sign and eliminated backlighting of the background areas.
- d. Said signs shall be landscaped at the base of the structure and shall have a noticeable base and/or column element comprised of brick or stone. Ground signs throughout the Jordan West Development shall be a unifying element, consistent in design and materials. No additional mounding of soil or berming shall be allowed to elevate the sign except as required as part of a site plan for screening purposes.
- 3. Residential Identification Signs (Parcel 8 as indicated on the Specific Plan Map): One ground monument sign identifying the name of the residential development shall be allowed at each vehicle access drive into Parcel 8. Said sign shall be setback a minimum of 10' back from the back of curb of any private street and 15' from any public street right-of-way. The maximum height for the residential monument sign shall be five feet (5') and the maximum size of the structure shall be 35 square feet. Said signs shall be landscaped at the base of the structure and shall have a noticeable base and/or column element comprised of brick or stone. Ground signs throughout the Jordan West Development shall be a unifying element, consistent in design and materials. No additional mounding of soil or berming shall be allowed to elevate the sign except as required as part of a site plan for screening purposes.
- 4. Directional Signage: To help facilitate vehicular movement and provide direction to patrons to various public streets and private internal access drives, directional signage may be permitted within the Jordan West Development at the discretion of the Director of Development Services or their designee. The primary intent of directional signage is not to draw people off of the public streets but rather direct them through the streets and drives within the development. Sign locations are generally intended to be at interior locations within the development, thus letter size is intended to be only large enough for a vehicle in close proximity to read it and not such that it is legible from the exterior of the property and/or public streets. Directional signs shall not be larger than eight square feet and a maximum of four feet in height. Tenant identification may be allowed on the directional signs if it is determined by the Director of Development Services that identification of a tenant is necessary and beneficial for orientation purposes. Tenant identification is not intended as a marketing tool as part of lease agreements. Said signs may only be located on private property within the Jordan West Development; shall not be located within public utility easements and shall be located outside of both pedestrian and vehicle vision triangles at intersections. A sign permit shall be issued by the city prior to installation of any direction signs.
- B. Wall Signage: The regulations and provisions set forth in <u>title 9, chapter 18</u>, "Signs", of the city code for the designated zoning classification for the respective parcel shall govern sign design and placement with the exception of the following:1. Parcels 5 and 6 shall be allowed one (1) square foot of wall signage per linear foot of tenant frontage which contains the buildings primary public entrance. No wall signage shall be

- allowed on any wall facing single family residential properties. Wall signage for a tenant in a multi-tenant building shall be located on the wall area of the tenant's location within the building.
- 2. Parcel 7 shall be allowed one and one half (1 1/2) square foot of wall signage per linear foot of tenant frontage which contains the buildings primary public entrance. No wall signage shall be allowed on any wall facing a residential property.
- 3. All wall signage within the Jordan West Development shall incorporate aesthetic features compatible with the overall character of the development. All wall signs will be composed of either solid individual letters of anodized aluminum or galvanized metal or plastic attached to the building fascia, illuminated self-contained individual letters with translucent plastic faces set in anodized aluminum returns and trim or solid metal panels with routed letters illuminated by recessed cabinets. To the greatest extent possible, signs shall be contoured to minimize the excess unused area of a sign and to minimize the amount of glow. Logos may be incorporated into wall signage and shall not be larger than one and one-half (1½) times that size of the largest letter in the sign. A contoured panel sign may be allowed for logo signs but shall be designed so that only the logo is illuminated and background areas are covered with opaque vinyl or a routed face design. The sign administrator shall work with the applicant to accomplish a sign for the logo that allows for the tenants identity to be recognized but minimizes the background illumination and addresses the intent of this ordinance.

VEHICLE TRIP ALLOCATION. As part of the 2015 amendments to the Area Development Plan, Comprehensive Plan, and Specific Plan approved for this site and consistent with the original traffic analysis completed by Snyder & Associates (February 12, 2007), the traffic analysis (April 2, 2007) and the updated traffic analysis completed by the City (May, 2015), the area included within the associated Jordan West Specific Plan has been allocated 1,476 p.m. peak hour trips. As development proposals are approved the number of vehicle trips generated by the proposed development (based upon the number of square feet of a proposed specific use or number of dwelling units, in conjunction with any parameters established in the Traffic Report) will be subtracted from the overall total trips allocated to the development. Approval of this proposed Specific Plan does not constitute a guarantee that the proposed plan can be implemented. Development of all parcels and implementation of desired land uses, including specific high traffic generating tenants, will be limited by the available number of trips. Should anticipated traffic exceed the total trips allocated for the Jordan West development prior to full build out, further development of parcels may be limited or prohibited. Alternate uses to those planned within the Traffic Report and approved as part of Jordan West Specific Plan Ordinance may be allowed, following completion of an amended traffic study analyzing the proposed alternative and appropriate city approval of an amendment to the respective specific plan ordinance and/or map, if necessary, if the existing uses and the proposed change(s) collectively do not exceed the 1,476 p.m. peak period trips.

**SECTION 8: FUTURE DRIVE CONNECTIONS.** The developer of the Jordan West Specific Plan area shall illustrate as part of said plan the location and details of potential future access drive connections to the adjoining Lot 33, Bridgewood Plat 1 property to the south. Private ingress/egress easements for a future access connection drive shall be established by the developer of the property included within the Jordan West Specific Plan at the time of recordation of the final plat for parcels 4, 5 & 6.

SECTION 9: STORM WATER MANAGEMENT PLAN. A Master Storm Water Management Plan for the entire Jordan West development which governs the overall storm water management shall be submitted to and approved by the City of West Des Moines. Specific Storm Water Management Plans demonstrating compliance with the approved Jordan West Master Storm Water Management Plan, on file with the City, will be required with the development of each site plan. The Specific Storm Water Plans shall be prepared at the developer's expense, by a Professional Engineer licensed in the State of Iowa. All Specific Storm Water Management Plans shall comply with the City's applicable design standards for storm water management existing at the time each site plan is approved.

**SECTION 10: UTILITIES.** The developer, its successors or assigns, if any, shall construct at its cost, and if for general public use, dedicate to the City all public sanitary sewer mains, water mains, and storm sewers associated

with Jordan West as required by the City of West Des Moines' Subdivision Ordinance in accordance with applicable City design standards. All necessary easements to allow City access to public utilities for maintenance and repair purposes shall be executed prior to approval and recordation of the final plat for each respective area or shall be executed as a blanket access agreement prior to the approval and recordation of the first final plat. Unless otherwise specified within a specific easement document, the City shall not be responsible for reimbursement, restoration and/or replacement of any improvements located within the public easements should the City be required to excavate the public utilities for normal City operations. No occupancy permits, either temporary or permanent, shall be issued until all necessary improvements applicable to the area/lot or structure requesting occupancy are installed and accepted by the City of West Des Moines. Nothing in this Ordinance shall be construed to prevent the developer, its successors and/or assigns, if any, from entering into private agreement(s) as it/they may desire to share the cost of improvements.

The placement of public utility easements within buffer parks is discouraged due to the potential conflict between trees and the need to access the lines for repair. Overstory and understory trees should be placed off utility lines a minimum distance equal to the 1:1 excavation trench necessary for the deepest utility. Adequate access for maintenance vehicles shall be provided into and through the easement areas.

#### SECTION 11: FIRE ACCESS.

- A. All internal drive aisles and parking lots shall permit the travel of the Fire Department's largest vehicle, including adequate accommodation of the vehicle's turning needs. Approval of unique design solutions to accommodate fire access may be granted by the City Council if, the solutions proposed are recommended by the West Des Moines Fire Department.
- B. At the discretion of the City's Fire Marshall, "No Parking Fire Lane" areas may be established as necessary to ensure efficient movement and access of the fire trucks. The developer of specific lots on which the fire lanes are located shall be responsible for the procurement and erection of approved fire lane signage.
- C. All access drives and drive aisles shall maintain a minimum of twenty feet (20') of clear pavement.
- D. A minimum of fourteen feet (14') of vertical clearance over the travel portion shall be maintained at all times over all vehicle travel ways.
- E. The developer or its designee shall be responsible for enforcement of no parking lanes and maintaining adequate clearance of structures and vegetation along and above all vehicle travel ways regardless if public or private.
- F. Adequate fire access as determined by the City of West Des Moines Fire Marshall shall be provided to built areas and to those under construction in Jordan West at all times.

SECTION 12: PARKLAND AND GREENWAY DEDICATION REQUIREMENTS. All new residential uses are subject to parkland dedication requirements as per city code (Title 10, Chapter 1, Section 4). The original Bridgewood PUD provided the Jordan Creek greenway located within this site to fulfill the parkland requirements for the overall Bridgewood development. The original Bridgewood PUD, approved under the old parkland dedication ordinance, included residential uses in the NE corner of the site. If the total number of residential dwelling units proposed on Parcel 8, as identified on the Specific Plan Map, is equal to or less than the number of dwelling units listed in the original Bridgewood PUD, then there will be no additional parkland dedication requirements of the Jordan West development. Parkland dedication will only be required for additional dwelling units over that anticipated and included in the original approved Bridgewood PUD.

The greenway portion of this site still needs to be formally deeded to the city per an existing Irrevocable Offer of Dedication, Dallas County Book 2007, Page 10387. This is part of the original parkland requirements for the Bridgewood PUD. Deeding of the Greenway portion of the property to the City shall be completed with the platting of the property and prior to any issuance of a building permit for any parcel within the Jordan West development.

SECTION 13: PUBLIC STREET LIGHTS. At the time of final platting of public streets, the developer shall enter into an agreement with MidAmerican Energy for the installation of public street lights along all public streets within and abutting the Specific Plan area. Proof of payment to ensure installation of the public street lights shall be provided to the City prior to approval and recordation of a final plat containing public streets. Installation of public street lights shall occur in conjunction with construction of the adjoining parcel.

<u>SECTION 14:</u> <u>INGRESS/EGRESS</u>. A public access easement or easements in favor of the City of West Des Moines allowing unrestricted public access over and through the land within the Specific Plan area shall be executed prior to the approval and recordation of the first final plat and in conjunction with the approval and recordation of any future plat(s).

#### SECTION 15: STREET IMPROVEMENTS AND TRAFFIC SIGNALS.

- A. Traffic Reports: A Traffic Report has been prepared for this development that outlines the ultimate traffic circulation requirements for the roadways in the vicinity of the Jordan West development. Prior to, or in conjunction with the development of any parcel, or portion of a parcel, the developer shall ensure that the development is constructed in accordance with the assumptions for, and the results of, the Traffic Report.
  - Increases in land use density and/or other changes to the PUD ordinance that would alter the original traffic analysis (i.e., change in street layout or access locations), will require an amended traffic report, to be completed by the city.
- B. Related Public Street Improvements and Right Of Way Dedication: Street improvements identified in the Traffic Report that are necessary to mitigate any impacts from traffic generated by the Jordan West development are listed below. (Refer to the Traffic Report for specific details pertaining to lane configuration or required geometric details):
  - 1. Bridgewood Drive along the common boundary of Planning Units A and B as indicated on the Jordan West Area Development Plan (Public/Private Street): This street is classified as a minor collector. The developer is responsible to construct a 31 foot back-to-back street (and all associated appurtenances) with a designated northbound left turn lane (widen to 37 feet) at E.P. True Parkway. It is intended that the public portion of this street will terminate at the north line of the existing Bridgewood Drive and Beechtree Lane intersection. The Bridgewood Drive extension north of this point will be private, but shall function as a public street. Traffic calming measures shall be permitted on the private portion of the street at the existing trail crossing. Such measures shall be reviewed by the City Engineer and the Fire Marshal for safety and access.
  - 2. East/West Street (Private street): This street is classified as a minor collector. Developer is responsible to construct a 31 foot back-to-back street from the western terminus at Bridgewood Drive to the eastern north/south street with a widened access drive from the eastern north/south street to South Jordan Creek Parkway (1 inbound lane and 2 outbound lanes as indicated in the approved traffic impact study for this development). No driveways shall be located on the east/west street between Jordan Creek Parkway and the eastern north/south street running through the development. The east/west street shall function as a public street. The developer will be 100% responsible for any future signalization cost at the east/west street and Jordan Creek Parkway.
  - 3. North/south street along east boundary of Parcel 7 (Private street): This street is classified as a local street. Developer is responsible to construct a 26 foot wide back-to-back street. This street must function as a two lane public street. Developer is responsible to coordinate with the adjacent property owner to the south of Jordan West to determine the location of this street at the south property line.
  - 4. EP True Parkway (Public street): This street is classified as a minor arterial street. Ultimate street paving improvements include widening EP True Parkway to have two westbound lanes, two eastbound lanes, a 150 foot minimum westbound left turn lane at Bridgewood Drive, and a 175 foot minimum eastbound right turn lane at Jordan Creek Parkway. The developer shall be responsible to extend the existing raised median to Bridgewood Drive as part of constructing the westbound left turn lane at Bridgewood Drive. Additionally, the developer shall modify the existing paving to include the eastbound right turn lane at Jordan Creek Parkway and two eastbound through lanes adjacent to the Jordan West Development (this

includes the area over Jordan Creek that will be deeded to the city of West Des Moines). The developer shall deed additional right-of-way to the city of West Des Moines necessary to provide, at minimum, 60 feet of comprehensive plan right of way measured from the centerline of EP True Parkway adjacent to the Jordan West Development. At auxiliary lanes and intersections, the developer shall provide additional right-of-way necessary to maintain a minimum of 7 feet clear space between the back of public street curb to street-side edge of the sidewalk or trail.

- 5. Jordan Creek Parkway (Public street): This street is classified as a major arterial street. The developer is responsible to construct a right turn lane at the right-in only entrance off Jordan Creek Parkway and a 100 foot southbound right turn lane at the east/west street. Additionally, the developer shall be responsible to modify the Jordan Creek Parkway median projections at the intersections with the east/west street if necessary to accommodate turning movements at the proposed access. Developer shall deed additional right-of-way to the city of West Des Moines necessary to provide 82.5 feet measured from the centerline of Jordan Creek Parkway. At auxiliary lanes, additional right-of-way may be required to maintain a minimum of 7 feet clear space between the back of public street curb to street-side edge of the sidewalk or trail.
- 6. Private Streets: The design of all private roads within the development shall be consistent with the recommendations of the Traffic Report and shall be private in ownership. It is the intent of the developer and the City that all private roads within Jordan West shall not subsequently be conveyed to the City as public streets but shall remain private in perpetuity.
  - a. Twenty five foot (25') sight distance triangles shall be maintained at all intersections to allow vehicles and pedestrians approaching intersections to identify and anticipate potential interaction and conflicts with other vehicles and pedestrians.
  - b. Streets shall be maintained and function (including timely snow removal) in a fashion similar to the public expectations of a public street.
  - c. No road closures are allowed without prior permission of the Chief of Police of the City of West Des Moines.
  - d. Lane configuration shall be as identified in the traffic analysis.
  - e. Signage on private streets shall be procured and installed consistent with the Manual of Uniform Traffic Control Devices (MUTCD) and the signing/pavement marking conventions of the City. Maintenance and replacement of private street signage shall be the responsibility of the developer.

#### C. Construction Phasing Of Street Improvements:

In accordance with the Traffic Report, the developer will be required to have the improvements listed below complete prior to issuance of a certificate of occupancy for each building.

- Developer is responsible to construct all improvements to Jordan Creek Parkway in conjunction with the
  construction of the east/west street through the site, except that the Jordan Creek Parkway improvements
  required for the right in access shall not be required until the right in access is constructed.
- 2. Improvements to EP True Parkway may be completed in phases. If the EP True Parkway & Bridgewood Drive intersection is constructed first, the minimum improvements needed to EP True Parkway are from the west property line through the intersection of EP True Parkway& Bridgewood Drive. If the EP True RI/RO is constructed first, the minimum improvements needed are from the future EP True Parkway & Bridgewood Drive intersection to Jordan Creek Parkway. When the last intersection is constructed on EP True Parkway, the remaining improvements will be required if they weren't all constructed at once. All improvements are required no later than when the north side of EP True Parkway is widened.
- 3. Development of Parcel 1:
  - a. The eastern north/south street shall be constructed from EP True Parkway to the southern boundary of the Jordan West property.
  - b. The east/west street shall be constructed from Jordan Creek Parkway to the eastern north/south street.
- 4. Development of Parcel 2 or 3:
  - a. The eastern north/south street shall be constructed from EP True Parkway to the southern boundary of the Jordan West property.
  - The east/west street shall be constructed from Jordan Creek Parkway to the eastern north/south street.
  - c. The right in only road from Jordan Creek Parkway shall be constructed.
- 5. Development of Parcel 4:

- a. The eastern north/south street shall be constructed from the east/west street to the southern boundary of the Jordan West property.
- b. The east/west street shall be constructed from Jordan Creek Parkway to the Bridgewood Drive.
- 6. Development of Parcel 5 or 6:
  - a. The eastern north/south street shall be constructed from the east/west street to the southern boundary of the Jordan West property.
  - b. The east/west street shall be constructed from Jordan Creek Parkway to Bridgewood Drive.
- 7. Development of Parcel 7:
  - a. The Bridgewood Drive extension shall be constructed from the Bridgewood Drive terminus to EP True Parkway.
  - b. The east/west street shall be constructed from Jordan Creek Parkway to Bridgewood Drive.
  - c. The eastern north/south street shall be constructed from EP True Parkway to the southern boundary of the Jordan West property.
- 8. Development of Parcel 8:
  - a. The Bridgewood Drive extension shall be constructed from the Bridgewood Drive terminus to EP True Parkway.
- D. Access Management: To provide logical and orderly development within the proposed development, allowable street access locations are defined on the Specific Plan Map and have been provided to the City for review and approval. All development within the specific plan shall comply with the allowable locations indicated in the approved Jordan West Specific Plan. Any opposing driveway locations shall be located to directly align with each other.
- E. Traffic Signal at Jordan Creek Parkway and EP True Parkway: Developer shall not be responsible for any cost associated with the previous construction or future modifications of the existing traffic signal at the intersection of Jordan Creek Parkway and EP True Parkway.
- F. Traffic Signal at Jordan Creek Parkway and East/West Street: Developer shall fund 100 percent of the cost of the possible future traffic signal at this intersection. No city funds will be contributed towards the financing of this traffic signal and the applicant shall obtain approval from the city of West Des Moines prior to the signal's installation. Said signal shall be installed with the construction of the east/west street through the site. For northbound traffic on Jordan Creek Parkway, pavement markings need to be added to designate a single left turn lane adjacent to the raised median, with the area between the turn lane and the northbound thru lanes hatched out.
- G. Traffic Signal at EP True Parkway and Bridgewood Drive: Development shall fund 100 percent of the cost of the possible future traffic signal at this intersection. No city funds will be contributed towards the financing of this traffic signal and the applicant shall obtain approval from the city of West Des Moines prior to the signal's installation. Said signal shall not be installed until the intersection meets traffic signal warrants as contained in the Manual on Uniform Traffic Control Devices.

**SECTION 16:** 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 17: 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 18: 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.

<u>SECTION 19:</u> <u>EFFECTIVE DATE.</u> This Ordinance shall be in full force and effect after its passage, approval and publication as provided by law.

Passed 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 d	lay of, 2015.
Ryan T. Jacobson		
City Clerk		

## CITY OF WEST DES MOINES CITY COUNCIL MEETING COMMUNICATION

Date: June 15, 2015

ITEM: Grand Lakes PUD, north and west of Grand Avenue across from the Raccoon River Park entrance — Amend the Comprehensive Plan land use designations for the undeveloped property in the Eight Ways PUD and Amend the Eight Ways PUD to reconfigure PUD parcels, zone PUD parcels consistent with the amended Comprehensive Plan, define development regulations for undeveloped parcels, detail detention basin improvements, and change the name of the PUD to Grand Lakes — Diligent Grand Ave. 67 LLC = CPA-002640-2015/ZC-002622-2015 (Deferred from June 1, 2015)

Resolution: Approval of Comprehensive Plan Amendment

Ordinance: Approval of First Reading

FINANCIAL IMPACT: Undetermined.

**BACKGROUND:** Diligent Grand Avenue 67, LLC, requests an amendment to the Comprehensive Plan and existing Eight Ways PUD for properties located on the north/west side of Grand Avenue across from the entrance to Raccoon River Park (See Exhibit I, Attachment A – Location Map).

The following changes to the land use designations are requested (see Exhibit I, Attachment B: Current and Proposed Land Use Maps):

- · Change the commercial designation from Support Commercial to Neighborhood Commercial;
- Change the High Density Residential to Medium Density Residential and Single Family Residential;
- Change part of the Single Family Residential to also include Parks and Greenways;
- Change the Low Density Residential to Single Family Residential and Parks and Greenways.

Additionally, the applicant requests to amend the Eight Ways PUD to:

- Change the configuration of PUD Parcels C, E, and F, and eliminate Parcel I;
- Reduce the amount of multi-family residential;
- Increase the size of the proposed detention basin/pond;
- Update the underlying zoning designations specified to match current zoning designations and the Comprehensive Plan Land Uses; and,
- Change the name of the PUD from Eight Ways to Grand Lakes

(See Exhibit I, Attachment C: Current PUD sketch and Proposed PUD Sketch)

#### Plan and Zoning Commission Action:

Vote: 6-0 approval with Commissioner Brown absent

Date: June 8, 2015

Motion: Adopt a resolution recommending the City Council approve the Comprehensive Plan Amendment and Adopt of resolution recommending the City Council approve the Rezoning Ordinance.

Several residents of the surrounding neighborhood spoke at the Plan & Zoning Commission meeting during the public hearing. Those comments are summarized below and more detailed in the Plan & Zoning Commission draft minutes for June 8, 2015 (see Exhibit II: Draft Plan and Zoning Commission Meeting Minutes June 8, 2015). Written correspondence from citizens who received notice of the public hearing, as well as written comments received at the dais are included in Exhibit I, Attachment F: Citizen Comments.

#### Flooding:

- Residents expressed concern with an increase in potential flooding of existing homes in the area
  due to development and the increase in the size of the lake.
- o Some of those commenting indicated that they already have problems with water coming from the north. Many feel they will be sandwiched between rising water on the south and the water coming from the north and that development of the area will make the situation worse.

- o It was indicated that years ago a member of City staff required the removal of a berm between the Valley Ridge Place townhomes and the commercial ground so as to minimize flooding for this area.
- Residents of the townhomes and others mentioned that they were recently removed from FEMA flood designations which required the purchase of flood insurance and they wished to not be put back in.

#### Scenic Valley Drive:

- o Against extending Scenic Valley Drive from where it currently ends through to Grand Avenue. Many stating they didn't see a need for it to connect.
- o Connection will increase traffic and decrease safety.
- O Concerned it will become a thoroughfare and become a cut-through for individuals going to and leaving Raccoon River Park.
- o Issues today with individuals "racing" through the streets (suggested as leaving the park/Grand Ave).
- <u>Traffic Signals at Grand Avenue and Scenic Valley Drive:</u> Concern that installing signals at this intersection will encourage more traffic on Valley Ridge Place through the townhomes as people try to avoid the signal.
- Valley Ridge Place: Concern with an increase in traffic through the bi-attached townhome development.
- <u>Lake</u>: Questions included:
  - Who and how the pond will be maintained, including algae control.
  - Whether it be a public or private pond and does the general public have access to it or only the residents.
  - Whether or not boats will be allowed.
  - Whether a pond was needed at all.
  - One resident spoke of concern for safety of children.
- <u>School Impact:</u> One question regarding if the school district has been notified of the development and if the school wanted the additional kids due to the potential for overcrowding with the implementation of 80 single family lots.
- <u>Parcel B, the Commercial piece:</u> Generally don't want at all and concerns with the types of uses that would be allowed in the commercial zone were expressed.

OUTSTANDING ISSUES: There are no outstanding issues. Staff notes the following information with regard to comments provided at the Plan & Zoning Commission meeting.

Storm Water Management: The construction of the storm water detention facility will decrease the potential for flooding in the area due to the increase storage volume that will be available. Storm water draining from the north will not change due to this development proposal and will function as it does today. The storm water management plans that were developed in the late 80's as part of the PUD will be adhered to as was the case for all the existing residential properties in the area. The Federal Emergency Management Agency (FEMA) published draft Flood Insurance Rate Maps (FIRMs) revisions in April 2015, updating current maps published in 2006. The most recent FEMA FIRM amendments for West Des Moines were reviewed by staff and the Public Works Council Committee in May of 2015. Revisions will be released for public comment in the near future. Major changes to the regulatory floodplain in this area are not expected.

Road Network within the area: Scenic Valley Drive is classified as a minor collector and has been planned since 1990 when the PUD for the area was adopted, and has subsequently been shown on the Ultimate Streets Map since at least 1993, the Eight Ways Farm Plat in 1991, the PUD sketch plans since 1990, the Zoning Map since at least 1993, and the Comprehensive Plan map since at least 1993 as connecting from S. 35th Street to Grand Avenue. The City anticipated that Scenic Valley Drive would be connected to Grand Avenue by the early 90's. The extension of

this street is a responsibility of the developers and due to the climate for development this connection did not occur in a timely fashion. The net result has left many properties with dead end lengths that exceed current City standards. Scenic Valley Drive today is connected to Valley Ridge Drive with a gated temporary road to serve emergency responders due to the dead end lengths.

The Scenic Valley Drive connection is necessary for traffic circulation, emergency response and access to Parcels B, C, and E. It would provide a quicker route for people living in the Grand Lakes and Heatherwood developments to reach the planned neighborhood commercial area and to reach Raccoon River Park. This avoids creating the issue of "I can see where I want to go, but I have to drive all the way around to get there". The shorter distance would also help encourage walking and bicycling as an alternative to driving.

Cut-thru traffic from the park is expected to be low, as most of the traffic leaving the park and headed northwest will have a faster route by turning right onto Grand (easier and quicker than waiting to cross Grand) and using Fuller Road which is a straight east/west street (rather than a winding Scenic Valley Drive) and has a higher speed limit of 35 mph (rather than 25 mph on Scenic Valley Drive). There is also less side friction on the Fuller Road route, which makes it more appealing to thru traffic.

There will be an increase in traffic as a result of the proposed development since the existing ground is vacant. However, the amount of traffic generated by the development is estimated to be less than previous estimates due to lower-intensity land uses. For example, the change in land use for the previously planned high density residential parcel to a mix of single family and medium density residential is expected to result in traffic generation that is approximately 15% of the traffic that could have been generated on the high density parcel. Some of the new trips will traverse westerly along Scenic Valley Drive. After the Grand Lakes development is fully built-out, traffic volumes on Scenic Valley Drive through the single family residential area are forecasted to be in the range of 1,500 vehicles per day. This amount of traffic is comparable to other similar minor collector streets in residential areas.

The existing 25 mph speed limit on Scenic Valley Drive is planned to stay the same. If speeding problems arise, traffic calming measures such as a speed display sign, which is used on other residential streets, or extra police enforcement may be considered.

<u>Parcel D: Detention Pond:</u> The Eight Ways PUD provided for storm water detention in 1990 with the designation of Parcel D to be a lake for storm water detention. The purpose of the detention pond was to provide a location to store storm water from the upstream area without causing any property damage. The necessity of the storage was due to the sizing of the existing culverts under Grand Avenue and the railroad tracks and the inability to transmit all the potential storm water to the Raccoon River because of the culvert sizing. The proposed pond is being sized to accommodate a 1% probability storm in the local basin with no property damage. The developer of Grand Lakes is also working together with the engineer for the Grand Avenue Widening project to provide protection from water backing up from the Raccoon River. The aforementioned improvements will help to improve flood risk from the creeks and river for all of the properties north of Grand Avenue. The pond will be constructed by the developer and the City will assume ownership and maintenance.

As a City feature, the public will have access to the pond by trails that will eventually be constructed surrounding the pond. The pond will be maintained to sustain quality aquaculture. The slopes adjacent to the lake and the trail around the lake will be constructed to current City design standards. The City's design standards are in place to help protect the public from hazards and provide safe amenities for the public to enjoy.

West Des Moines Schools: The West Des Moines School District was not notified regarding the requested Comprehensive Plan Amendment and the Rezoning. The school districts covering West Des Moines are notified when residential plats are approved. The use of portions of the property for residential development has been indicated on planning documents since at least 1987 with the adoption of the Grand Woods PUD and 1990 when the PUD area was expanded with the adoption of the Eight Ways PUD. The proposed development greatly decreases the number of dwelling units from the entitlement and thus the number of potential students. The current Eight Ways PUD allows for the construction of 413 dwelling units including 300 high density units, 85 medium density units, and 28 single family units. The proposed Grand Lakes PUD proposes 89 total dwelling units including 65 designated single family detached lots and up to 24 bi-attached dwelling units, but no apartments.

Commercial Parcel PUD Parcel B: The Eight Ways PUD has provided for commercial land use on the parcel at the northwest corner of future Scenic Valley Drive and Grand Avenue since the 1990 adoption of PUD Ordinance 916: Eight Ways. The current Comprehensive Plan Land Use Map indicates the property as Support Commercial. Support Commercial zoning, if it were to be applied, includes more auto-oriented businesses such as fast-food restaurants with drive-thru, hotels, repair shops, auto parts stores, and auto dealers. Per the Eight Ways PUD, the zoning of the property is C-1-A, a commercial zoning much like our current Neighborhood Commercial zoning district. Neighborhood Commercial allows for smaller retail and office type uses such as professional offices, drugstores, and beauty and barber shops. Both the C-1-A and the Neighborhood Commercial districts allow convenience stores with gasoline sales. Staff supports the requested change to Neighborhood Commercial.

<u>Traffic Study</u>: A traffic study for the proposed uses was conducted in April 2015 and gave geometric and operational recommendations for the street system. One of these recommendations is a traffic signal at the intersection of Grand Avenue and Scenic Valley Drive. The primary purpose of the traffic signal is to provide a safe and protected method to enter Grand Avenue, the Raccoon River Park and Scenic Valley Drive with vehicles, bicycles and pedestrians. The traffic signal will give the major street (Grand Avenue) priority and minimize the amount of delay. Therefore, drivers won't be as likely to use other routes to avoid the signal. As Grand Avenue traffic increases over time, turning left onto Grand Avenue will become more difficult. Northbound traffic will naturally travel to the signal at Scenic Valley Drive to have an easier left-turn onto Grand compared to turning left from the stop sign at River Ridge Drive.

Additionally, the following items of interest are noted in the attached Plan and Zoning Commission report (see Exhibit I):

- Request
- History
- City Council Subcommittee Development and Planning (April 9, 2015)
- Citizen Comments
- Staff Review and Comments
  - o Comprehensive Plan Land Use Amendment
  - o PUD Amendments
  - Detention Basin
  - o Name Change
- Comprehensive Plan Consistency
- Noticing Information
- Staff Recommendations and Conditions of Approval
- Owner/Applicant/Applicant Representative Information

Staff Recommendation And Conditions Of Approval – Comprehensive Plan: Based upon the preceding review and a finding of consistency with the goals and policies of the Comprehensive Plan, the Plan and Zoning Commission recommends the City Council approve the Comprehensive Plan Land Use map amendment to change the land use designation from Support Commercial (SC) to Neighborhood Commercial (NC); from High Density Residential (HD) to Medium Density Residential (MD) and Single Family Residential (SF); from Low Density Residential (LD) to Single Family Residential (SF) and Parks and Greenways (PG); and part of the Single Family Residential (SF) to also include Parks and Greenways (PG), subject to the applicant meeting all City Code requirements.

<u>Staff Recommendation And Conditions Of Approval – PUD Amendment</u>: 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 approval of an amendment to Eight Ways PUD for this property as described in the staff report; subject to the applicant meeting all City Code requirements.

Lead Staff Member: Kara Tragesser

#### **STAFF REVIEWS:**

Department Director		 	
Appropriations/Finance	V 01		
Legal	IRAC		
Agenda Acceptance	RTO		

#### PUBLICATION(S) (if applicable)

Published In	Des Moines Register	
Date(s) Published	May 29, 2015	
Letter sent to sur owners	rounding property	May 27, 2015

#### SUBCOMMITTEE REVIEW (if applicable)

Committee	Development and Planning		
Date Reviewed	April 9, 2015		
Recommendation	Yes ⊠	No 🗆	Split □

#### ATTACHMENTS:

Exhibit I - Plan and Zoning Communication

Attachment A - Location Map

Attachment B - Current and Proposed Comprehensive Plan Land Use Maps

Attachment C - Current and Proposed PUD Sketch

Attachment D - Plan and Zoning Commission Resolution Comprehensive Plan

Amendment

Exhibit A - Conditions of Approval (none)

Exhibit B - Current and Proposed Comprehensive Plan Land Use Maps

Attachment E - Plan and Zoning Commission Resolution PUD Amendment

Exhibit A - Conditions of Approval (none)

Exhibit B - Proposed Ordinance and Sketch Plan (moved to Exhibit IV)

Attachment F - Citizen Comments

Exhibit II Draft Plan & Zoning Commission Meeting Minutes (June 8, 2015)

Exhibit III City Council Resolution Comprehensive Plan Amendment

Exhibit IV Proposed Rezoning Ordinance

## CITY OF WEST DES MOINES PLAN AND ZONING COMMISSION COMMUNICATION

**Meeting Date:** 

June 8, 2015

Item:

Grand Lakes PUD, north and west of Grand Avenue across from the Raccoon River Park entrance – Amend the Comprehensive Plan land use designations for the undeveloped property in the Eight Ways PUD and Amend the Eight Ways PUD to, reconfigure PUD parcels, zone PUD parcels consistent with the amended Comprehensive Plan, define development regulations for undeveloped parcels, detail detention basin improvements, and change the name of the PUD to Grand Lakes – Diligent Grand Ave. 67 LLC – CPA-

002640-2015/ZC-002622-2015 (Deferred from May 26, 2015)

**Requested Action:** 

Approval of Comprehensive Plan Amendment and PUD Ordinance

Case Advisor:

Kara Tragesser, AICP, Planner

<u>Applicant's Request</u>: Diligent Grand Avenue 67, LLC, requests an amendment to the Comprehensive Plan for properties located on the north/west side of Grand Avenue across from the entrance to Raccoon River Park (See Attachment A – Location Map) to amend the land use designations and to amend the Eight Ways PUD.

The following changes to the land use designations are requested (see Attachment B: Current and Proposed Land Use Maps):

- Change the commercial from Support Commercial to Neighborhood Commercial;
- Change the High Density Residential to Medium Density Residential and Single Family Residential;
- Change part of the Single Family Residential to also include Parks and Greenways;
- Change the Low Density Residential to Single Family Residential and Parks and Greenways.

Additionally, the applicant requests to amend the Eight Ways PUD to change the configuration of PUD Parcels C, E, and F, and eliminate Parcel I, reduce the amount of multi-family residential, increase the size of the proposed detention basin/pond, update the underlying zoning designations specified to match current zoning designations and the Comprehensive Plan Land Uses, and to change the name of the PUD from Eight Ways to Grand Lakes (see Attachment C: Current PUD sketch and Proposed PUD Sketch).

History: The Eight Ways PUD was originally approved in 1987 as the Grand Woods PUD. It was amended in 1990 and renamed to Eight Ways PUD. In 1993, the PUD was amended to create PUD Parcels A1-A3 out of Parcel A for single family development and medium density development. The PUD was last amended in 1997 to change the zoning of A-3 to allow for bi-attached single family dwelling units. Eight Ways PUD Parcels A1-A3, P, and G are developed: the remainder of the PUD parcels are undeveloped.

<u>City Council Subcommittee:</u> The request for a Comprehensive Plan Amendment and amendment to the Eight Ways PUD was reviewed by the Development and Planning City Council Subcommittee on April 9, 2015. The Subcommittee was supportive of these requests.

<u>Citizen Comments</u>: Comments provided to the City regarding this project area included in the staff report under Attachment D – Citizen Comments.

Staff Review and Comment: There are no outstanding issues. Staff notes the following:

<u>Comprehensive Plan Land Use Amendment</u>: The current land use map indicates a land use designation of Support Commercial on PUD Parcel B. Support Commercial typically is designated at arterial streets and highway intersections because of the allowance of more automobile focused uses such as auto repair. This parcel is more conducive to neighborhood commercial uses without the automobile focus therefore, the land use is proposed to be changed to Neighborhood Commercial. Additional land use changes are proposed as noted above.

<u>PUD Amendments:</u> The PUD parcel that is commercially zoned currently is designated C-1-A commercial. The parcel has been designated C-1-A since at least 1990. Included in the PUD amendment proposed is the reclassification of this parcel to Neighborhood Commercial which is considered in today's Zoning Ordinance equivalent to the previous C-1-A zone. The neighborhood commercial zone allows essentially the same uses which include grocery stores, convenience stores, beauty shops, and restaurants. A convenience store was allowed under the C-1-A zoning as well. Other zoning district changes are noted below:

- Change the High Density Residential parcel to Medium Density Residential and Single Family Residential;
- Change part of the Single Family Residential parcel to also include Parks and Greenways;
- Change the Low Density Residential parcel to Single Family Residential and Parks and Greenways.

The undeveloped parcels have been reconfigured in response to the new development plan which includes less multi-family, more single family detached development and a larger pond.

<u>Detention Basin</u>: PUD Parcel D remains a detention basin/pond, but is enlarged to accommodate storm water needs. It should be noted that the Eight Ways PUD calls for the City to acquire this parcel from the property owner after improvements are made, including grading and lot setbacks from the detention basin edge in order to allow trail installation and maintenance access to be accommodated. This provision is not recommended to change.

<u>Name Change</u>: The current owners of the undeveloped portions of the PUD have proposed a name change from Eight Ways to Grand Lakes.

<u>Comprehensive Plan Consistency</u>: The project has been reviewed for consistency with the Comprehensive Plan. Based upon that review, a finding has been made that the proposed project is consistent with the Comprehensive Plan in that the project is consistent with all of the goals and policies of the Comprehensive Plan and the land use map of the Comprehensive Plan.

Noticing Information: On May 15, 2015, notice of the May 26, 2015, Plan and Zoning Commission public hearing was published in the *Des Moines Register*. Notice of this public hearing also was mailed to all surrounding property owners within 370 feet of the subject property affected by these amendments on May 12, 2015. The project was deferred from the May 26, 2015, meeting and re-noticed on May 29, 2015, for the June 8, 2015 Plan & Zoning Commission and June 15, 2015 City Council meetings due to an incomplete information regarding the proposed changes. Notice also was mailed to surrounding property owners within 370 feet of the subject property on May 27, 2105.

Staff Recommendation and Conditions Of Approval – Comprehensive Plan: 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 to the City Council approval of the Comprehensive Plan Land Use map amendment to amend the Comprehensive Plan land use designations as illustrated on the Proposed Comprehensive Plan Land Use Map, subject to the applicant meeting all City Code requirements.

Staff Recommendations and Conditions of Approval – PUD Ordinance: Based upon the preceding review and a finding of consistency with the Comprehensive Plan, staff recommends that the Plan and Zoning Commission adopt a resolution recommending the City Council approve the amendment to the Eight Ways PUD to reconfigure PUD Parcels, reduce the amount of multi-family residential allowed, increase the size of the proposed detention basin, update underlying zoning designations and regulations, and to change the name of the PUD from Eight Ways to Grand Lakes, subject to the applicant meeting all City Code requirements.

Applicant: Diligent Grand Ave. 67, LLC

12119 Stratford Drive, Suite B

Clive IA 50325 David Brown IPE1013 515-279-1111

Owners:

Same as above

#### Applicant's Representatives:

Caleb Smith

McClure Engineering

1360 NW 121st Street, Suite A

Clive IA 50325 515-964-1229

#### Attachments:

Attachment A E Location Map

Attachment B Current and Proposed Comprehensive Plan Land Use Maps

Attachment C Current and Proposed PUD Sketch

Attachment D - Plan and Zoning Commission Resolution Comprehensive Plan Amendment

Exhibit A - Conditions of Approval (none)

Exhibit B - Current and Proposed Comprehensive Plan Land Use Maps

Attachment E - Plan and Zoning Commission Resolution PUD Amendment

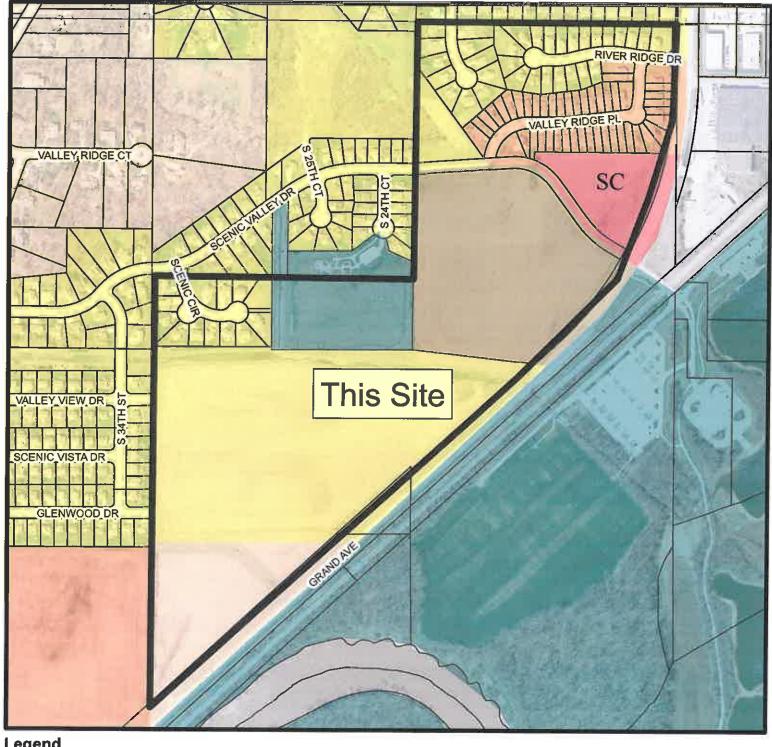
Exhibit A - Conditions of Approval (none)
Exhibit B - Proposed Ordinance and Sketch Plan

Attachment F Citizen Comments

# General Location Map Grand Lakes Planned Unit Development West of Grand Avenue at Raccoon River Park Entrance

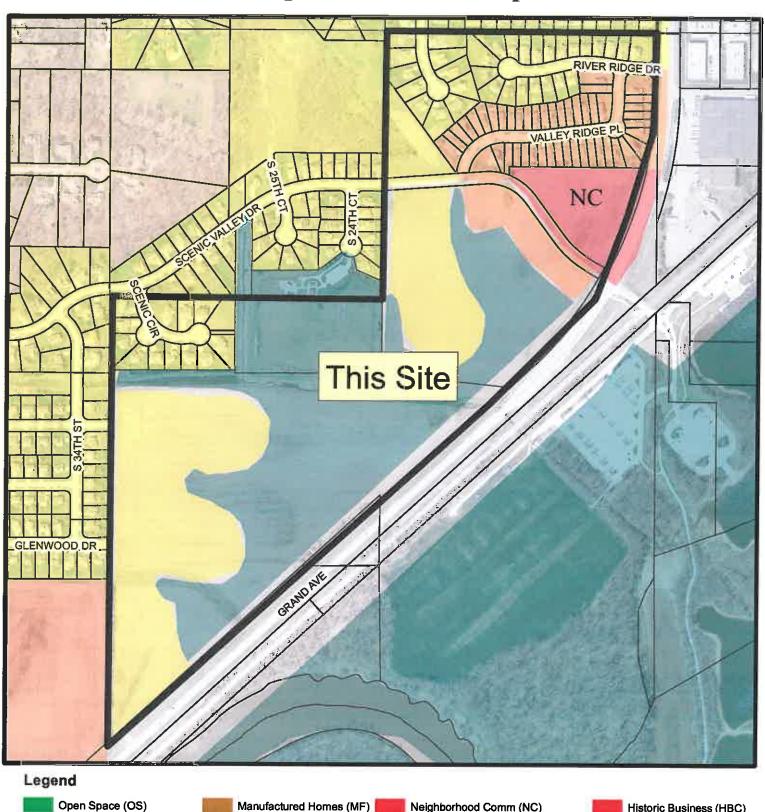


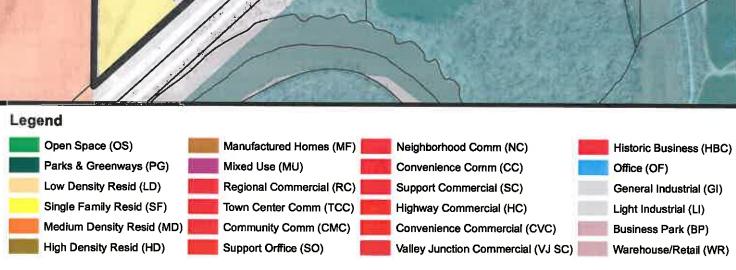
### ATTACHMENT B Comprehensive Plan Land Use Map **Grand Lakes Current Land Use Map**

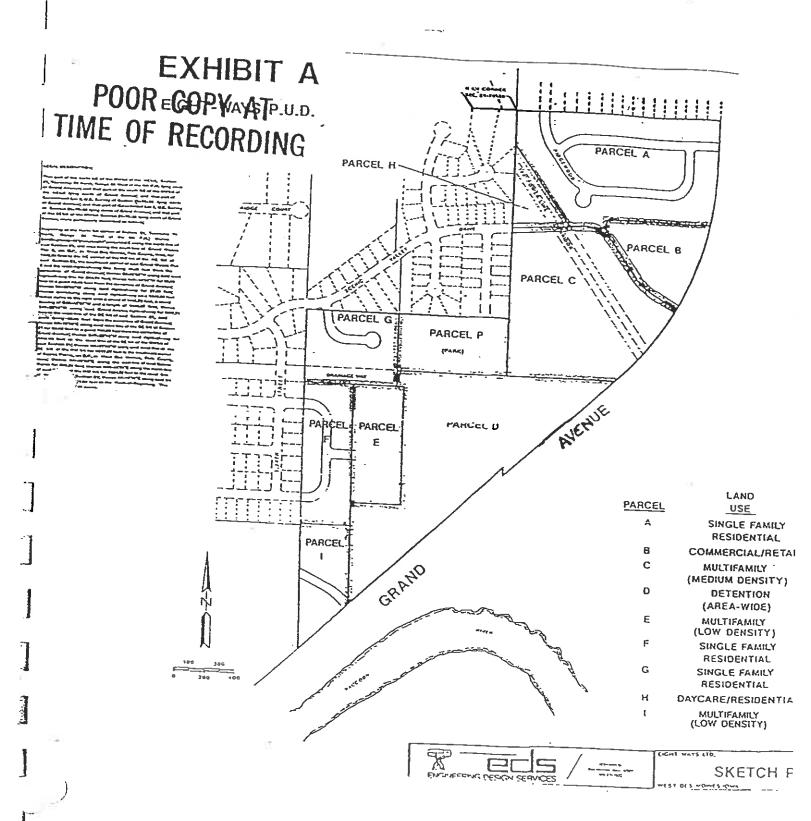




## Comprehensive Plan Land Use Map **Grand Lakes Proposed Land Use Map**

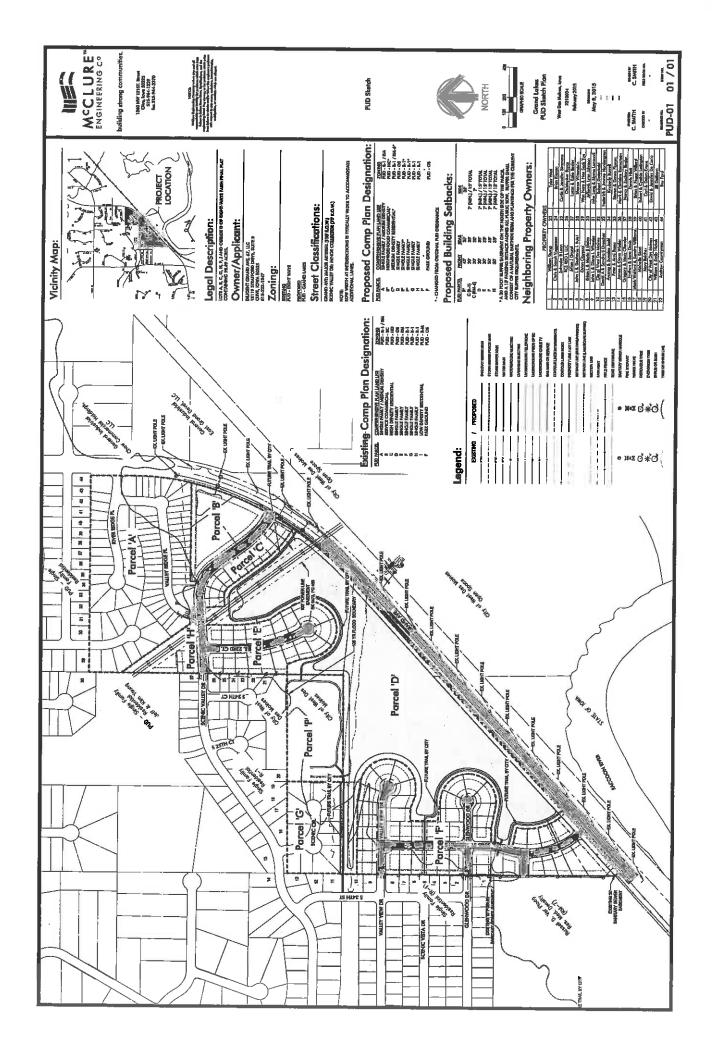






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#### **RESOLUTION NO. PZC-15-040**

A RESOLUTION OF THE PLAN AND ZONING COMMISSION OF THE CITY OF WEST DES MOINES RECOMMENDING TO THE CITY COUNCIL THAT IT APPROVE A COMPREHENSIVE PLAN LAND USE MAP AMENDMENT TO CHANGE THE LAND USE DESIGNATION OF THE COMMERCIAL FROM SUPPORT COMMERCIAL TO NEIGHBORHOOD COMMERCIAL; CHANGE THE HIGH DENSITY RESIDENTIAL TO MEDIUM DENSITY RESIDENTIAL AND SINGLE FAMILY RESIDENTIAL; CHANGE PART OF THE SINGLE FAMILY RESIDENTIAL TO ALSO INCLUDE PARKS AND GREENWAYS; AND CHANGE THE LOW DENSITY RESIDENTIAL TO SINGLE FAMILY RESIDENTIAL AND PARKS AND GREENWAYS.

WHEREAS, pursuant to the provisions of Title 9, Chapter 1 et seq, of the West Des Moines Municipal Code, the applicant, Diligent Grand 67 LLC, has requested approval to amend the Comprehensive Plan Land Use Map for undeveloped portions of the Eight Ways Planned Unit Develop (CPA-002640-2015) for property legally described as:

Legal Description

Lots B and C, and Outlot D, Eight Ways Farm, on official plat now in and forming a part of the City of West Des Moines, Polk County, Iowa

WHEREAS, studies and investigations were made, and staff reports and recommendations were submitted which is made a part of this record and herein incorporated by reference;

WHEREAS, on June 8, 2015, this Commission held a duly-noticed hearing to consider the application to amend the Comprehensive Plan Land Use Map;

**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 for this hearing or as amended orally at the hearing are adopted.

SECTION 2. The Comprehensive Plan Land Use Map Amendment, to change the land use designation of the commercial from Support Commercial to Neighborhood Commercial; change the High Density Residential to Medium Density Residential and Single Family Residential; change part of the Single Family Residential to also include Parks and Greenways; and change the Low Density Residential to Single Family Residential and Parks and Greenways as illustrated on attached Exhibit B, is recommended to the City Council for approval, subject to compliance with all the conditions in the staff report including conditions added at the Hearing, and attached hereto as Exhibit A. Violation of any such conditions shall be grounds for revocation of the permit, as well as any other remedy which is available to the City.

PASSED AND ADOPTED on June 8, 2015.

Craig Erickson, Chair

Plan and Zoning Commission

ATTEST:

Recording Secretary

I HEREBY CERTIFY that the foregoing resolution was duly adopted by the Plan and Zoning Commission of the City of West Des Moines, Iowa, at a regular meeting held on June 8, 2015, by the following vote:

AYES: Andersen, Costa, Crowley, Erickson, Hatfield, Southworth

NAYS: \_0\_

ABSTENTIONS: -0-ABSENT: Brown

ATTEST:

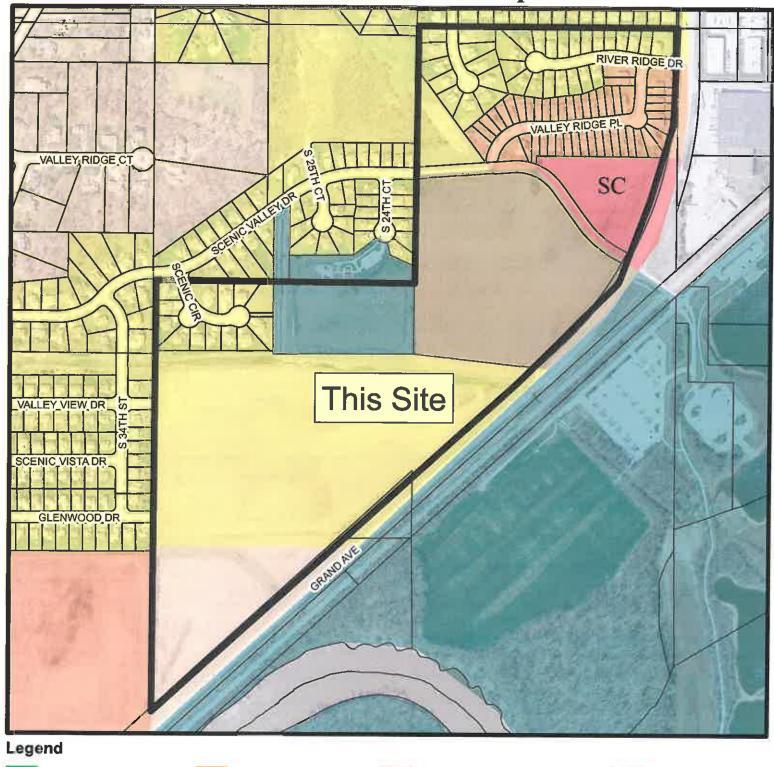
Dissiply after Recording Secretary

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## EXHIBIT A CONDITIONS OF APPROVAL

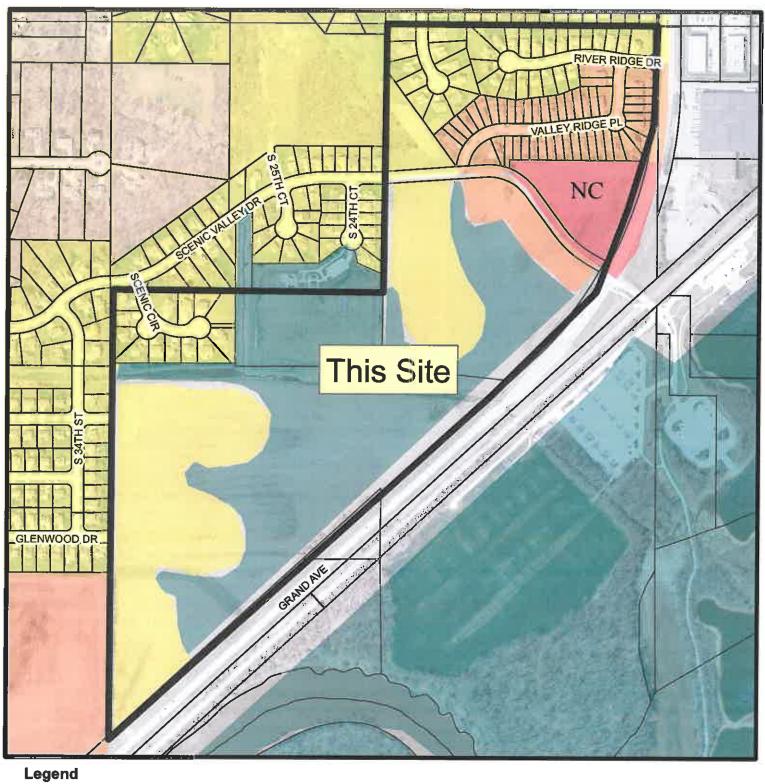
None

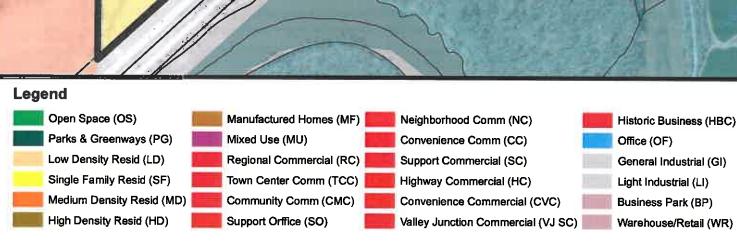
## Comprehensive Plan Land Use Mal EXHIBIT B Grand Lakes Current Land Use Map





## Comprehensive Plan Land Use Map Grand Lakes Proposed Land Use Map





#### **RESOLUTION NO. PZC-15-041**

A RESOLUTION OF THE PLAN AND ZONING COMMISSION OF THE CITY OF WEST DES MOINES RECOMMENDING TO THE CITY COUNCIL THAT IT APPROVE AN ORDINANCE AMENDING THE EIGHT WAYS PLANNED UNIT DEVELOPMENT (PUD)

WHEREAS, pursuant to the provisions of Title 9, Chapter 1 et seq, of the West Des Moines Municipal Code, the applicant, Diligent Grand 67 LLC, has requested approval to amend the Eight Ways Planned Unit Development (ZC-002622-2015) for property legally described as:

Legal Description

Lots B and C, and Outlot D, Eight Ways Farm, on official plat now in and forming a part of the City of West Des Moines, Polk County, Iowa

WHEREAS, studies and investigations were made, and staff reports and recommendations were submitted which is made a part of this record and herein incorporated by reference;

WHEREAS, on June 8, 2015, this Commission held a duly-noticed hearing to consider the application to amend the Eight Ways Planned Unit Development (PUD);

**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 for this hearing or as amended orally at the hearing are adopted.

SECTION 2. The amendment to the Eight Ways Planned Unit Development, as proposed in Exhibit B, is recommended to the City Council for approval, subject to compliance with all the conditions in the staff report including conditions added at the Hearing, and attached hereto as Exhibit A. Violation of any such conditions shall be grounds for revocation of the permit, as well as any other remedy which is available to the City.

PASSED AND ADOPTED on June 8, 2015.

Craig Erickson, Chair Plan and Zoning Commission

ATTEST:

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 June 8, 2015, by the following vote:

AYES: Andersen, Costa, Crowley, Erickson, Hatfield, Southworth

NAYS: -0-ABSTENTIONS: -0-ABSENT: Brown

ATTEST:

S:\\_\_\_Development Projects\Grand Lakes PUD\Grand Lakes PUD\ZC-002622-2015\_SR\_Grand Lakes PUD\_06-08-2015\_PZ.doc

## EXHIBIT A CONDITIONS OF APPROVAL

None

#### Tragesser, Kara

To:

**Bob Sodders** 

Subject:

RE: Notice received

From: Bob Sodders [mailto:bsodders@buildwithball.com]

Sent: Wednesday, May 20, 2015 9:12 AM

To: Tragesser, Kara

Subject: RE: Notice received

Kara,

Are there any specific plans related to any of these parcels?

One of the main concerns would be increased traffic flow and degradation of the current streets due to construction traffic. Are the developers going to be responsible for repairs?

I live at 3400 Valley View Dr.

Bob



Robert E. Sodders, LEED® AP - <u>bsodders@buildwithball.com</u>

P. 515.440.4544 (Ext. 1001) | F. 515.457.8265 | C. 515.208.0747 10550 New York Avenue, Suite 100 Urbandale, IA 50322

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May 21, 2015

MAY **26** 2015

DEVELOPMENT SERVICES

Development Services Department 4200 Mills Civic Parkway, Suite 2D, P.O. Box 65320 West Des Moines, IA 50265-0320

To the Plan and Zoning Commission:

I am writing in regard to the public hearing notice concerning the PUD development west of Grand Avenue.

I'm a homeowner of Grand Woods Townhomes on Valley Ridge Place which is gated on the west end. I'm concerned, as are most of the homeowners here, that the gate will be removed by the city when Scenic Valley Drive is extended to Grand Avenue and at the same time, connected to Valley Ridge Place. Without the gate in place, traffic will **greatly increase** through our neighborhood by creating a shortcut to the neighborhoods to the west and south. It will not only disrupt the peaceful quiet quality of living that we have enjoyed since the townhomes were built but will also lessen the appeal of the neighborhood to prospective buyers who may consider locating here, thereby making the homes more difficult to sell and reducing the property resale value.

Please understand that I am not opposed to the new development itself; only to the removal of the gate as it is an **important component** of our own established development. Please consider the concerns and wishes of those of us already living in the area as well as those of the builders and developers.

Sincerely,

Terri D. Frye

2333 Valley Ridge Place

West Des Moines, IA 50265

May 22, 2015

Kara V. Tragesser, AICP Planner/Development Services City of West Des Moines

**RE: Diligent Grand Ave 67 Proposal** 

Dear Ms. Tragesser:

Thank you for your response to my inquiries of the planned zoning changes and what is included in each parcel of this planned project.

We have read the proposals for rezoning and development of the property west of Grand Avenue and across from the entrance to Raccoon River Park. We can't imagine the City approving commercial development across from this park. It obviously will result in increased traffic and congestion, then there's the noise factor, lights at all hours, and will create a safety hazard for bikers, joggers, and the general public.

Raccoon River Park is one of the finest, if not the finest, in the Metro area of Des Moines and West Des Moines and should remain that way for all the same reasons considered by the Planning & Zoning Commission and the City Council when they denied the request to place a river boat on Blue Herron Lake to retain the integrity of the park.

We agree Parcel B should be rezoned, however, it should be zoned the same as Parcel C and Parcel E. We ask that you consider this proposal carefully and deny any request for commercial development across from Raccoon River Park. Let's maintain the integrity and tranquility of the park.

Ray & Bonny Fortune 2346 Valley Ridge Place

West Des Moines, Iowa 50265

fortunewdm@msn.com

### Tragesser, Kara

From:

David Drescher <david.drescher81@gmail.com>

Sent:

Tuesday, June 02, 2015 4:58 PM

To:

Tragesser, Kara

Cc:

David Drescher, Sandy Drescher

Subject:

Grand Lakes PUD Zoning change

Importance:

High

Att: Kara Tragesser, Development Services Dept, WDM

Hello Kara, Will you please provide these written comments to the Commission pertaining to the zoning change hearing on 8 June 2015.

My wife and I are neighboring property owners who have lived at 1208 S 34th Street since 1992. While we do not oppose the change in zoning to this plat, we are concerned about the extensive storm water management system that will be needed to assure neighboring properties are not affected by the addition of the Parcel D Lake. The city is aware of the extensive flooding conditions which have occurred over the years with this property. The most serious of which was during the flood of 1993, when most of the plat was submerged by backup of the Raccoon River, and by heavy rain coming down the spillway. I understand that a storm water management plan will include flood gates to mitigate backup from the river, but there needs to be diligent review of a potential rainstorm condition which could create a confluence of runoff from the spillway system which would have no egress if floodgates were closed. This actually occurred in 1993 when the Raccoon actually backed up UP the spillway system until the Valley Junction dike gave way. The storm water management plan should be reviewed and approved by an Independent Engineer—along with the city engineering resources to assure there are multiple egress points for water coming downhill that normally is directed to the culverts to the Raccoon. This should also consider the widening of Grand avenue and the re-routing of the new drainage system along the roadway. Please ask the commission to fully consider these risks.

In addition, we have concern about the impacts to our property by the proposed trail around Parcel D, but these can be addressed when proposals for that improvement are considered. Thank you for your attention to these issues. David & Sandra Drescher

### Tragesser, Kara

From:

William Stump <stump.william@gmail.com>

Sent:

Monday, June 08, 2015 5:01 PM

To:

Tragesser, Kara

Subject:

Comments for the public hearing today - Eight Ways PUD

Hello Ms. Tragesser,

I'd like to review a couple of items based on the letter we received regarding the Eight Ways Planned Unit Development. I have a couple of items I would like to point out in hopes that a different decision can be made so it will be a better outcome for those who are currently affected by the upcoming changes.

- 1. Eliminating PUD parcel I, and making the homes directly east of 34th street, will directly affect the home values of property owners 1-10. I believe leaving this area as a low density residential area will help offset the affect this new development will have on our home values. I would like to see the existing plan for this area to be used for low density stay in effect.
- 2. The trees that are directly south of my plot (3330 Glenwood Dr) appear to be on the plans for removal, based on the diagram provided. Is it necessary to remove these trees? We are going to go from no houses to our south and to our east to an entire neighborhood. I do not believe the trees will need to be removed, and it stands to help the value of the homes that are going to be placed in this area.
- 3. The road that is being connected to Grand, S 33rd St, presents an issue with traffic flow within our current neighborhood. I fear this will cause many people to drive through our neighborhood unnecessarily. I propose the possibility of not connecting S 33rd St at Glenwood and allowing the unnamed southern road curve southward to the desired location. There will be no lost home plots and traffic will be less of a concern.
- 4. Just to clarify, what will be planned for parcel D? Will this be left for further development or will it be used to retain any potential water that may cause an issue to the new homes due to being in a flood plain?

I appreciate any consideration you can discuss to bring my concerns to resolution. I want to be clear that I understand the development needs in the area, however I feel the current plans to change the zoning will negatively affect our home values.

Thank you for your time.

William R Stump 3330 Glenwood Dr West Des Moines, IA 50265 Opposition to intersection of Valley Ridge Place and Scenic Valley Drive

#### 5-18-2015

11

12

The undersigned individuals represent that they are in receipt of notice of Public Hearings regarding the Grand Lakes PUD. They further represent that they reside in residences located on Valley Ridge Place in West Des Moines, Iowa.

Each represents that they are opposed to approval by the City of West Des Moines to the intersection of Valley Ridge Place with Scenic Valley Drive.

They individually represent that they believe that significant traffic will increase on Valley Ridge Drive because local traffic will attempt to enter our neighborhood at River Ridge to shortcut the route from Grand Avenue and River Ridge to Scenic Valley and south 35<sup>th</sup> Street. This increase in traffic will increase the speed and reduce the safety of our neighborhood. We believe that this will be a significant detriment to the value of homes in our community.

### Petition regarding Public Hearing Grand Lakes PUD

#### 5-18-2015

12

The undersigned individuals represent that they are in receipt of notice of Public Hearings regarding the Grand Lakes PUD. They further represent that they reside in residences located on Valley Ridge Place in West Des Moines, Iowa.

Each signer represents that they are opposed to the approval by the City of West Des Moines to the development of Parcel B, Parcel C, or Parcel E described in a document prepared by MClure Engineering.

They further represent that their disapproval of said development is among other items based on their fear that development of the described property will increase the risk of flooding in the Grand Woods Townhomes located on Valley Ridge Place. Many of the signers to this petition personally participated in the sandbagging effort of 2008 which was necessary to avoid the catastrophe of flooding their personal homes, remembering that Parcel B was totally covered by the flood waters of the Raccoon River—with said water reaching the ground not more than three feet from the backs of some of our homes. Had the rise in the water increased more than 1 additional inch, rather than starting to recede, it would have been in the basement of some of our homes.

It is our individual and collective concern that increased development which has occurred in the watershed above our homes, plus the potential reduction in absorption on the proposed site, will in the event of a similar flood to the 2008 event put water in our basements thereby reducing the value of our homes and or increase the cost and burden of flood insurance.

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### Tragesser, Kara

From: Sent: Carol <cstone625@aol.com> Monday, June 08, 2015 7:58 PM

To:

Tragesser, Kara

Cc:

DLNCANON@aol.com

Subject:

Planning & Zoning Commission - Comment / Question

Kara - I attended the meeting tonight (June 8) during which a revised land use plan for the undeveloped property located along Grand Avenue across from Raccoon River Park was discussed.

I live in the Grand Woods Townhomes, my property borders the area designated as "Lot B" - which is now proposed to be designated as "neighborhood commercial" and I have some questions for the commission that I thought of after the meeting:

- 1 there was some confusion among the homeowners present as to whether "neighborhood commercial" zone, as proposed for Lot B, would allow a gas station or convenience store with gas pumps to be constructed there. When the staff person spoke, it sounded like anything automobile related would NOT be allowed but then we heard that it could be. Could you more clearly define what types of businesses would be allowed in a "neighborhood commercial" area?
- 2 The extension of Scenic Valley Drive to Grand Avenue has a lot of homeowners concerned about increased traffic and hazards to the residents in the area. I understand that this extension is a previously approved piece of the plan for this land but is there no opportunity for reconsideration of that part of the plan? There is general concern that extending Scenic Valley Drive to Grand will cause a great deal of traffic coming out of the park to travel through the neighborhoods to reach S 35th Street rather than taking Grand Avenue. I think the homeowners in the entire area would appreciate an opportunity to have that part of the plan re-considered and re-designed.
- 3 Finally the whole issue of flood control is obviously a huge concern I think the homeowners need to hear from city engineers or other experts as to how a pond would help the flooding situation rather than create a worse hazard. Would such a pond cause more homeowners to be zoned into a flood zone since they would be closer to a water feature?

Thank you for your consideration.

Carol Stone 2324 Valley Ridge Place

### June 8, 2015

#### PLAN AND ZONING COMMISSION MEETING

Direction: CITY1360.DSS

Chairperson Erickson called the regular meeting of the Plan and Zoning Commission to order at 5:30 p.m. on Monday, June 8, 2015, in the Council Chambers of the West Des Moines City Hall, located at 4200 Mills Civic Parkway, in West Des Moines.

#### <u>Item 1 - Consent Agenda</u>

#### Item 1a - Minutes of the meeting of May 26, 2015

Chairperson Erickson asked for any comments or modifications to the May 26, 2015 minutes.

Moved by Commissioner Crowley, seconded by Commissioner Andersen, the Plan and Zoning Commission approve the minutes of the May 26, 2015 meeting.

#### <u>Item 2 – Public Hearings</u>

<u>Item 2a – Whisper Rock at Quail Cove, 5200 block of Cherrywood Drive – Rezone property from Medium Density Residential to Single Family Residential – Prairie Building and Development, LLC – ZC-002701-2015</u>

Chairperson Erickson opened the public hearing and asked the Recording Secretary to state when the public notice was published. The Recording Secretary indicated that the notice was published in the Des Moines Register on May 29, 2015.

Chairperson Erickson asked for a motion to accept and make a part of the record all testimony and all other documents received at this public hearing.

Moved by Commissioner Costa, seconded by Commissioner Southworth, the Plan and Zoning Commission accept and make a part of the record all testimony and all other documents received at this public hearing.

Chris Thompson, Cooper Crawford & Associates, 475 S. 50<sup>th</sup> Street, West Des Moines, representing the applicant, requested approval for an amendment to the Zoning Map to change the zoning from Residential Medium Density to Single Family Residential for the property located on the north side of Cherrywood Drive at about the 5200 block. Mr. Thompson continued that this project had been before the Plan & Zoning Commission several times, and that this was simply a rezoning to allow for larger lot sizes.

Planner Tragesser indicated that staff had no further comments on the request and recommended approval of the rezoning request.

Chairperson Erickson asked if anyone from the audience would like to speak to this item; seeing none, closed the public hearing and asked for continued discussion or a motion.

Moved by Commissioner Costa, seconded by Commissioner Crowley, the Plan and Zoning Commission approve a resolution recommending the City Council approve an ordinance to amend the Zoning Map to change the zoning of the property from Residential Medium Density (RM-8) to Single Family Residential (R-1).

Item 2b - Grand Lakes PUD, west side of Grand Avenue at Raccoon River Park Entrance – Amend the Comprehensive Plan land use designations for Eight Ways PUD Parcel B from Support Commercial to Neighborhood Commercial, PUD Parcel C from High Density Residential to Medium Density Residential and Single Family Residential, PUD Parcel E from Low Density Residential to Single Family Residential, and change Parcel I from Low Density Residential to Single Family Residential and amend the Eight Ways PUD to zone the parcels consistent with the Comprehensive Plan, define development regulations for undeveloped parcels, detail detention basin improvements, and change the name of the PUD to Grand Lakes – Diligent Grand Ave. 67 LLC – CPA-002640-2015/ZC-002622-2015 (Continued from May 26, 2015)

The Recording Secretary noted that a memorandum had been placed on the dais with comments regarding the Grand Lakes PUD amendment provided by Mr. William R. Stump. Also, two petitions were provided at the dais signed by adjacent residents regarding the PUD amendment.

Chairperson Erickson opened the public hearing and asked the Recording Secretary to state when the public notice was published. The Recording Secretary indicated that the notice was published in the Des Moines Register on May 29, 2015.

Chairperson Erickson asked for a motion to accept and make a part of the record all testimony and all other documents received at this public hearing.

Moved by Commissioner Hatfield, seconded by Commissioner Costa, the Plan and Zoning Commission accept and make a part of the record all testimony and all other documents received at this public hearing.

A few moments were taken to give the Commissioners time to review and consider the information provided at the dais regarding this item.

Caleb Smith, McClure Engineering, 1360 NW 121<sup>st</sup> Street, Clive, representing the applicant, requested approval for an amendment to the Comprehensive Plan for a parcel of land on the west side of Grand Avenue across from the entrance Raccoon River Park and for an amendment to the Eight Ways Planned Unit Development (PUD). He highlighted the major changes proposed from that provided in the existing Eight Ways PUD. Mr. Smith noted that Parcel D will now have a very large pond to control storm water, the Single Family and Multi-family designations proposed, and the connection of Valley

View Drive to Grand Avenue will be constructed. He noted that Parcel C will be a bi-attached single family residential product with significantly less density then what was originally proposed. Parcel B has a support commercial use, but after working with staff, it was felt that a neighborhood commercial use would have more value for the residents. All other areas would have no change from the previous proposal. Mr. Smith summarized that the two main changes to the project will be the reduction in density and the installation of a larger pond to address storm water issues.

Commissioner Crowley asked how many single family lots are planned for this project. Mr. Smith replied that initially over 300 multi-family dwellings were planned for, but now approximately 80 single family lots are being proposed.

Planner Tragesser had no comments or additions to this item.

Commissioner Andersen inquired the difference between Support Commercial and Neighborhood Commercial. Ms. Tragesser responded that Support Commercial is geared towards more automobile related uses, i.e., service stations, auto parts stores, repair shops, etc. Support Commercial is usually located at intersections with the interstates and major roadways. The Neighborhood Commercial designation limits the automotive service oriented uses and includes dry cleaners, restaurants, banks, etc.

Chairperson Erickson explained that this is a Comprehensive Land Use amendment and that many of the specific issues, i.e., flooding, storm sewer, etc. may not be able to be addressed tonight. Details will be provided as part of the site plan process. He continued that tonight is primarily about the land use and amending the PUD which precedes specific site plan issues.

Michelle Short, 2900 Scenic Valley Drive, expressed concern with flooding stating that a few years ago all of Scenic Valley Park was under water up to her backyard. She indicated that with this property, essentially a funnel would be created for all the water to go straight through the neighborhood. It seems like worse flooding would occur and that the area would now be stuck in the middle. Ms. Short asked if this would put her property in a flood zone and would she now have to pay for flood insurance. She asked how flooding would be addressed by the City, especially if Grand Avenue is closed because of flood water.

Dave Nagel, 2344 Valley Ridge Place, currently serving as President of Brentwood townhome neighborhood association, stated that his concerns were similar to that posed by Ms. Short. He recalled that when his neighborhood was planned and platted, there were plans for a berm on the property line directly to the north of parcel B. That berm was removed by an agreement between the City Council and the developer. He noted that in 1999 or 2000, it was concluded by City Engineering that the risk to Grand Woods would be worsened by the berm as it would catch water coming down the hill and add to the flooding. If parcel B is raised to reduce flood activity on the site, doesn't that put the risk back to before the berm was removed which was meant to protect the neighborhood from water from the north as well as from the south. He continued by noting that with the flood of 1988, water was up to the back of several of the homes in the neighborhood. This would create an additional cost to the association for additional flood insurance. He also noted that this would create a funnel for the existing houses unless the issue was resolved.

Diana Wissler, 3301 Scenic Valley, expressed concern with the pond as the houses on the south side of the street often experience water coming into the backyard when there are heavy rains. Her opinion was that a pond will add to the flooding. Ms. Whistler continued by asking if the pond would have public or private access and would boats and ramps be allowed. Also, she inquire if a stop light will be installed at Grand and S. 35<sup>th</sup> Street as traffic will be heavier with this development. Like the others,

Ms. Whistler expressed concern with a funnel being formed from the water that would be generated. She stated that with this project, she may be flooded in the front yard, as well as the backyard.

Chairperson Erickson reiterated that the details would be addressed in the Site Plan and questions answered at that time.

Darrell Drake, 2311 Valley Ridge Place, asked what would be the total benefit to West Des Moines with this development.

Kirk Mueldener, 2550 Scenic Valley Drive, expressed that his concern was with the flooding and primarily with putting Scenic Valley Drive through creating a thoroughfare. Coming straight out of the park, given the opportunity to take Scenic Valley Drive over to S. 35<sup>th</sup> Street will drive traffic that way and they will not be forced to take Fuller Road to S. 35<sup>th</sup> Street. The unique difference between Scenic Valley Drive, and Fuller Road and S. 35<sup>th</sup> Street is that none of the two streets have driveways that are directly accessed onto the street and Scenic Valley Drive has a lot of on-street parking. Those coming out of the park will zoom through the neighborhood. There is regular speeding out of the park now, but with full access, this will be compounded which makes for neighborhood safety concerns.

Darrell Godfrey, 2325 Valley Ridge Place, stated his concern with a rezoning for more multi-family units, that would mean an increase number of children in the area and having a pond would be very dangerous to that population. Also, by extending Scenic Valley Drive to Grand Avenue, there would be extra traffic going to Valley Ridge Drive to the north or when coming back to the area using Valley Ridge Place and that would increase traffic.

Sharon Hammer, 2901 Scenic Valley, also expressed concern with added traffic in the neighborhood. She purchased her home knowing that there was not a through street. She felt that this project would significantly impact the value of her home, as well as increase traffic.

Jennifer Harper Mendenhall, 1212 Scenic Circle, agreed with everyone who had spoken in that Scenic Drive should not go through the neighborhood. She indicated that as she looked at the drawing, she did not see any advantage for anyone through this development proposal and noted that the beauty of neighborhood and the circle drives is a draw for the families where the children can play safely. Having an access would take this away. No one wants or needs the additional accesses. It would be a disadvantage to have access and not a benefit due to the safety issue and the impact to home values.

Michelle Short, 2900 Scenic Valley Drive, asked how the West Des Moines School District has been involved with this project and did they know how many additional homes would be in the area, and how all the children that would be going to Jordan Creek Elementary which would affect the population, the school boundary borders, and class sizes of the school.

Jan Hiscocks, 1211 S. 24<sup>th</sup> Court, asked that if the project moves forward who would be responsible for maintaining the pond as it would need dredging, monitoring for algae, etc.

Jack Paulson, 2322 Valley Ridge Place, stated that his bedroom faces south, and that he can hear traffic and squealing tires on Grand Avenue. He indicated that this type of activity would be worse if Scenic Valley Drive was extended to Grand Avenue. He also is concerned with the pond and doesn't want his property put into a flood zone.

Chairperson Erickson asked if anyone else from the audience would like to speak to this item; seeing none, closed the public hearing and asked for continued discussion or a motion.

Commissioner Hatfield asked that staff address the concerns that were expressed by the citizens in attendance. Planner Tragesser responded that since the original PUD (exhibit C) (Staff notes that the Grand Woods PUD was established in 1987 and only included the single family residential development on the north. In 1990, the Eight Ways PUD was established which incorporated the area included in the Grand Woods PUD, as well as that land known as Parcel B, C, D, E, F, G, H, I, and J. The Eight Ways PUD is the original PUD for the parcels under discussion) a large detention area has always been shown, as well as Scenic Valley Drive connecting to Grand Avenue for exiting and entering. The right-of-way was established for Scenic Valley Drive with the plat (Staff notes that the right of way still is owned by the developer, and was not acquired by the City through the Eight Ways plat), and it has been the City's plan to have this connection for entering and exiting, as well as for traffic circulation purposes. As for the pond, it has been studied and should improve the flooding situation. The Commercial designations have always been commercial (since the approval of the Eight Ways PUD), and a convenience store has always been an option. As far as traffic and density of development, with the removal of the apartment complex and multi-family, there will be less traffic generated than what was proposed in the original PUD.

Chair Erickson confirmed that as part of the site plan approval process, there will be an extensive study of storm water issues and a traffic study would be completed. Written comments can always be provided to staff.

Commissioner Andersen inquired who would own and maintain the pond. Planner Tragesser stated that it was unusual, but this PUD calls for the City to have ownership and maintenance responsibilities for the pond. The pond will be public property for public use. There will be recreational trails and connections around the pond, but boats or ramps will not be allowed.

#### Comprehensive Plan

Moved by Commissioner Crowley, seconded by Commissioner Hatfield, the Plan and Zoning Commission approve a resolution recommending City Council approval of the Comprehensive Plan Land Use map amendment to change the land use designations to that illustrated on the Proposed Comprehensive Plan Land Use Map, subject to the applicant meeting all City Code requirements.

#### **PUD Ordinance**

Moved by Commissioner Hatfield, seconded by Commissioner Crowley, the Plan and Zoning Commission approve a resolution recommending City Council approve the amendment to the Eight Ways PUD to reconfigure PUD parcels, reduce the amount of multi-family residential allowed, increase the size of the proposed detention basin, update underlying zoning designations and regulations, and change the name of the PUD from Eight Ways to Grand Lakes, subject to the applicant meeting all City Code requirements.

These action items will now be going forward to City Council at their June 15, 2015 meeting for approval.

Item 2c - Jordan West Specific Plan Amendment, SW corner of E. P. True Parkway and Jordan Creek Parkway - Amend Specific Plan Ordinance to modify development regulations in alignment with new development plan - Ryan Companies US, Inc. - ZCSP-002558-2014 (Continued from May 26, 2015)

Chairperson Erickson opened the public hearing and asked the Recording Secretary to state when the public notice was published. The Recording Secretary indicated that the notice was published in the Des Moines Register on May 15, 2015.

Chairperson Erickson asked for a motion to accept and make a part of the record all testimony and all other documents received at this public hearing.

Moved by Commissioner Hatfield, seconded by Commissioner Andersen, the Plan and Zoning Commission accept and make a part of the record all testimony and all other documents received at this public hearing.

Ed Arp, Civil Engineering Consultants, 2400 86th Street, Des Moines, representing the applicant, requested approval for a Specific Plan Ordinance Amendment to establish development regulations for a new development plan that would include various retail, office, restaurant, hotel, convenience store and an apartment complex. While pointing out the 37 acres and the green belt park, he stated that this development process started in 2007 at which time the previously approved development plan was an intensely developed office park with larger buildings. Other than the connection at Walden Drive, all other development plans for the area have changed. Mr. Arp continued by providing an illustrative plan with the access points which have been reconsidered from the original with streets that divide up land uses. There will now be private drives through the development. The Bridgewood Drive connection will be taken up to EP True as a private street.

In general, there will be commercial and retail to the front of the property east of Bridgewood Drive. Mr. Arp provided a drawing which depicted larger retail users in the middle of the project with the ability to have a mix of uses, i.e, pharmacy, bank, restaurant, hotel, etc. To the west of Bridgewood Drive, there will be 180 multi-family dwelling units to include a club house and pool area. The development will have a high-point where water drains away in all directions into smaller detention areas. The development will follow similar architectural standards using materials that would fit into the Jordan Creek neighborhood. The materials will include metal, cement, stone, and wood so as to capture a sleek and modern look using horizontal lines with various color combinations and textures. Examples of building elevations were provided.

Mr. Arp explained that the applicant has been working with the neighbors on the Bridgewood Drive connection to address traffic and safety concerns. At the suggestion of staff, Ryan Companies is proposing that a portion of Bridgewood Drive be vacated north of Beechtree Lane which then would become a private street. The trail that crosses Bridgewood Drive has surfaced as a safety concern as it is used by children to get to school. If there is a private street at the trail crossing, more creative safety elements could be incorporated into the street than if it were a public street. Mr. Arp stated that it was anticipated that construction would begin this summer. He expressed agreement with all staff recommendations.

Planner Portz added that staff is currently working on the Bridgewood Drive vacation which will be brought back to Plan and Zoning for approval within the next month or so.

Chairperson Erickson asked if anyone from the audience would like to speak to this item; seeing none, closed the public hearing and asked for continued discussion or a motion.

Moved by Commissioner Crowley, seconded by Commissioner Hatfield, the Plan and Zoning Commission approve a resolution recommending City Council approve an amendment to the Specific Plan Ordinance to redefine and detail the regulations, allowances, and limitations of the newly proposed development, subject to the applicant meeting all City Code requirements and the following:

- 1. Prior to issuance of a building permit for Parcel 8 (medium density ground), the Applicant dedicating the greenway to the City in accordance with the Irrevocable Offer of Dedication agreement executed by Ryan Companies (Dallas County book 2007, page 10387).
- 2. The applicant implementing traffic calming measures on Bridgewood Drive extension in conjunction with construction of the roadway. Said measures shall be reviewed and approved by the City's Traffic Engineer and Fire Marshal prior to installation.
- 3. The applicant installing berming and landscape vegetation in the buffer to be located adjacent to Lots 12-19, Bridgewood Plat 2 in conjunction with the development of the first parcel within the Jordan West development, regardless whether or not the parcel is adjacent to the buffer.

#### <u>Item 3 – Old Business</u>

There were no Old Business items on the agenda.

#### <u>Item 4 – New Business</u>

Item 4a — Aspen Valley (fka Brody Place Estates), Southeast corner of Ashworth Road and future 84th Street — Subdivide property into sixty (60) lots, four (4) street lots, and three (3) outlots for construction of a single family residential development — Arrow Properties, LLC — PP-002641-2015 (Continued from May 26, 2015)

Chris Thompson, Cooper Crawford & Associates, 475 S. 50<sup>th</sup> Street, West Des Moines, representing the applicant, requested Preliminary Plat approval for the property located at the southeast corner of Ashworth Road and future 84<sup>th</sup> Street to allow for single family residential development. This project was before the Commission two weeks previously. Since that time, the road has been realigned so that only two lots were lost for the Creekside Glynn development and one lot was gained for the Aspen Valley development. The new plan was provided which depicted the new road alignment.

Commissioner Crowley asked if neighbors to the east were in agreement with the alignment. Mr. Thompson affirmed that the neighbors were in agreement.

Mr. Thompson expressed agreement with all staff recommendations and conditions of approval.

Chairperson Erickson asked if anyone from the audience would like to speak to this item; seeing none, asked for continued discussion or a motion.

Planner Portz stated that he had nothing additional to add.

Moved by Commissioner Hatfield, seconded by Commissioner Southworth, the Plan and Zoning Commission adopt a resolution recommending the City Council approve the Preliminary Plat to create sixty (60) lots for residential development, four (4) street lots, and three (3) outlots (2 for future development and 1 to be deeded to an adjacent property owner), subject to the applicant meeting all City Code requirements and the following:

- 1. In conjunction with the Final Platting of the subject property, the applicant shall execute an agreement and waiver for Ashworth Road improvements. Agreement should indicate how the obligation will be distributed across existing and newly platted lots.
- 2. In conjunction with development of the property, Applicant will be responsible for the installation of all standard public improvements, including sewers, streets, sidewalks/trails and street lights adjacent to all public streets. The applicant acknowledging that public improvements will need to be completed and ready for acceptance by the City prior to issuance of any Final Occupancy permits.
- 3. The applicant acknowledging and agreeing that development of the lots may be limited so as to not exceed maximum dead-end lengths in City Code until such time that the road network for the area is implemented which provides multiple ways in and out of the development thus eliminating dead-ends.

# <u>Item 4b – Woodland Hills, Northwest corner of the intersection of South 88<sup>th</sup> Street and Sugar Creek Drive – approval to grade site for future development – McAninch Corporation – GP-002729-2015</u>

Josh Trygstad, Civil Design Advantage, 3405 SE Crossroads Drive, Grimes, representing the applicant, requested grading plan approval to remove dirt from the site in anticipation of future development. The grading plan is currently being used as a "borrow" pit for another project.

Chairperson Erickson asked if anyone from the audience would like to speak to this item; seeing none, asked for continued discussion or a motion.

Moved by Commissioner Anderson, seconded by Commissioner Crowley, the Plan and Zoning Commission adopt a resolution approving the grading plan, subject to the applicant meeting all City Code requirements and the following:

- 1. Providing written confirmation to the Building Division that the National Pollutant Discharge Elimination System (NPDES) General Permit No. 2 has been obtained from the Iowa Department of Natural Resources (IDNR), prior to initiating any grading on the site;
- 2. The applicant discussing haul route options and, if determined necessary, roadway maintenance measures with the City prior to beginning soil removal from the site; and
- 3. Applicant coordinating with utility companies for proposed grading within existing easements.

#### Item 5 - Staff Reports

None.

#### Item 6 - Adjournment

Chairperson Erickson asked for a motion to adjourn the meeting.

Moved by Commissioner Crowley, seconded by Commissioner Costa to adjourn the meeting.

The meeting adjourned at 6:29 p.m.		
	Craig Erickson, Chairperson Plan & Zoning Commission	
Kimberly Taylor, Recording Secretary	<u>.                                    </u>	

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, P.O. Box 65320, West Des Moines, IA 50265-0320

#### RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST DES MOINES TO APPROVE A COMPREHENSIVE PLAN LAND USE MAP AMENDMENT TO CHANGE THE LAND USE DESIGNATION FROM SUPPORT COMMERCIAL TO NEIGHBORHOOD COMMERCIAL; CHANGE THE HIGH DENSITY RESIDENTIAL TO MEDIUM DENSITY RESIDENTIAL AND SINGLE FAMILY RESIDENTIAL; CHANGE PART OF THE SINGLE FAMILY RESIDENTIAL TO ALSO INCLUDE PARKS AND GREENWAYS; AND CHANGE THE LOW DENSITY RESIDENTIAL TO SINGLE FAMILY RESIDENTIAL AND PARKS AND GREENWAYS.

WHEREAS, pursuant to the provisions of Title 9, Chapter 1 et seq, of the West Des Moines Municipal Code, Diligent Grand Avenue 67, LLC has requested approval for a Comprehensive Plan Amendment to amend the Comprehensive Plan Land Use Plan to change the land use designation from Support Commercial (SC) to Neighborhood Commercial (NC); from High Density Residential (HD) to Medium Density Residential (MD) and Single Family Residential (SF); from Low Density Residential (LD) to Single Family Residential (SF) and Parks and Greenways (PG); and part of the Single Family Residential (SF) to also include Parks and Greenways (PG), for the property legally described as:

#### Legal Description

Lots B and C, and Outlot D, Eight Ways Farm, on official plat now in and forming a part of the City of West Des Moines, Polk County, Iowa

WHEREAS, studies and investigations were made, and staff reports and recommendations were submitted which is made a part of this record and herein incorporated by reference;

WHEREAS, on <u>June 8, 2015</u>, the Plan and Zoning Commission did recommend the City Council approve the Comprehensive Plan Amendment;

WHEREAS, on <u>June 15, 2015</u>, this City Council held a duly-noticed public hearing to consider the application for Comprehensive Plan Amendment;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA DOES HEREBY FIND AND RESOLVE AS FOLLOWS:

SECTION 1. The findings, for approval, in the staff report for the hearing or as amended orally at the City Council hearing are adopted.

SECTION 2. The amendment of the Comprehensive Plan Land Use Map as described above is hereby adopted.

PASSED AND ADOPTED on June 15, 2015.	
	Steven K. Gaer Mayor
I HEREBY CERTIFY that the foregoing resolution West Des Moines, Iowa, at a regular meeting held on June 15,	was duly adopted by the City Council of the City of 2015, by the following vote:
ATTEST:	

Ryan Jacobson City Clerk Prepared by: KTragesser City of West Des Moines, PO Box 65320, West Des Moines, IA 50265 515-222-3620
Return To: City Clerk, City of West Des Moines, PO Box 65320, West Des Moines, IA 50265 515-222-3610
Tax Statement: Not Applicable

#### **ORDINANCE #**

AN ORDINANCE AMENDING THE CITY CODE OF THE CITY OF WEST DES MOINES, IOWA 2014, AND ORDINANCE #829, #916, #1050, AND #1248 (ALSO KNOWN AS PUD #1 EIGHT WAYS) 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.** <u>AMENDMENT</u>. Ordinances 829, 916, 1050, and 1248 Eight Ways PUD is hereby amended by renaming the Planned Unit Development from Eights Ways to Grand Lakes.

SECTION 2. <u>AMENDMENT</u>. Ordinances 829, 916, 1050, and 1248 Eight Ways PUD is hereby amended by deleting all instances of "Eight Ways PUD" and replacing each instance with "Grand Lakes PUD".

**SECTION 3.** <u>AMENDMENT</u>. Ordinances 829, 916, 1050, and 1248 Eight Ways PUD is hereby amended by deleting all instances of "Community Development Department" and replacing each instance with "Development Services Department".

**SECTION 4.** <u>AMENDMENT</u>. Ordinances 829, 916, 1050, and 1248 Eight Ways PUD Section 1. LEGAL DESCRIPTION is hereby amended by deleting all text in the section and replacing it with the following text in bold lettering:

The legal description for the Grand Lakes PUD is as follows:

Lots A, B, C, D, G, H, J, and P, Eight Ways Farm, an official plat now in and forming a part of the City of West Des Moines, Polk County, Iowa.

**SECTION 5.** <u>AMENDMENT</u>. Ordinances 829, 916, 1050, and 1248 Eight Ways PUD, Section 2, SKETCH PLAN is hereby amendment by adding the following text highlighted in bold lettering:

On file with the Development Services Department of the City and made a part of this rezoning approval for concept description and delineation is the sketch plan document for the Grand Lakes PUD. It is recognized, minor shifts or realignments of roadways may be necessary and compatible with the need to acquire workable street patterns, grades and usable building sites, but the general plan layout, including the relationship of uses to each other and the relationship of land use and dwelling unit types to the general plan framework, traffic layout and development requirements shall be used as the implementation guide. Wherever conflict occurs between the written text in this document and the notations on the sketch plan, the written text shall prevail.

**SECTION 6.** <u>AMENDMENT</u>. Ordinances 829, 916, 1050, and 1248 Eight Ways PUD, Section 3. CONDITIONS, is hereby amended by deleting that text highlighted by strikethrough lettering and adding the following text as highlighted in **bold** lettering:

Whereas, Section 6 of Ordinance 497 amended Ordinance 430 by creating Article XX(a), PUD District establishes certain regulations and guidelines pertaining to accompanying information required on a final site plan and final site plan documents. Now, therefore, the following conditions, restrictions and regulations are adopted as part of this approval, to wit:

Whereas, title 9, chapter 9, "Planned Unit Development District", of the city code, establishes certain regulations and guidelines pertaining to accompanying information required on plat and site plan documents. Now, therefore, the following conditions, restrictions, and regulations are adopted as part of this approval:

**SECTION 7.** <u>AMENDMENT</u>. Ordinances 829, 916, 1050, and 1248 Eight Ways PUD, Section 3. CONDITIONS, Subsection A, General Conditions is hereby amended by adding the following text as highlighted in bold lettering and deleting that text highlighted by strikethrough lettering:

CONDITIONS: Whereas, Section 6 of Ordinance 497 amended Ordinance 430 by creating Article XX(a), PUD District title 9, chapter 9, "Planned Unit Development District" establishes certain regulations and guidelines pertaining to accompanying information required on final site plan and final site plan documents. Now, therefore, the following conditions, restrictions and regulations are adopted as part of this approval, to wit:

A. General Conditions: The sketch plan incorporates residential and commercial/retail land uses which shall be distributed by area, density, types and location according to the sketch plan as presented. This Ordinance, its conditions, restrictions and regulations adopted herein as a condition to this rezoning action, is binding on the entire property as legally described above in Section 1 and shall run with the land.

In addition, the following general site plan criteria shall be integrated into and made a part of the planned unit development and sketch plan document:

- 1. All subdivisions, public streets, public street rights-of-way and general development shall adhere to the standards and design criteria set forth in the West Des Moines Subdivision Ordinance pertaining thereto unless otherwise stated within this Ordinance.
- 2. Unless otherwise specified herein, the development of the Eight Ways PUD shall comply with Article XXII (Off Street Parking and Loading Areas), Article XXIII (Open Space Requirements) and Article XXV (Site Plans) of the West Des Moines Zoning Ordinance. For the purposes of the application of Article XX(a), Planned Unit Development District, Section 6, Final Plan Submittal: the submittal of final plan documents for any parcel or part of any parcel of the Eight Ways PUD within one year after approval and publication of this Ordinance, shall be considered to satisfy the terms and requirements of Section 6.

Unless otherwise specified herein, the development of the Grand Lakes PUD shall comply with Title 9 "Zoning", Title 10 "Subdivision Regulations" of the city code, and any other applicable codes and regulations.

3. In all areas within a 100-year frequency flood hazard zone, or adjoining drainageways or detention areas involving potential flood hazards, no residential structure shall be erected which has a lowest floor, including basements, less than one foot (1') above the determined level of the 100-year frequency flood event, no residential structure shall be erected within thirty five feet (35') of any major drainageway or storm water detention basin (i.e., Parcel D), and no parking lot shall be constructed at an elevation of less than the 100-year frequency flood event elevation.

- 4. The developers of each parcel, their heirs, successors and assigns, if any, shall pay all construction and engineering costs for the interior development of that parcel of the planned unit development, as required by this Ordinance, or the Subdivision Ordinance of the City of West Des Moines, Iowa, for all streets, storm sewers, sanitary sewers, drainageway improvements, water main, buffers and other improvements within the PUD as may be required by the Subdivision and Zoning Ordinances; except as provided for in subsection B-4, Parcel D, and subsection B-9 B-6, Parcel P in this Ordinance
- **SECTION 8.** <u>AMENDMENT</u>. Ordinances 829, 916, 1050, and 1248 Eight Ways PUD, Section 3, Conditions, Subsection B. Land Use Design Criteria is hereby amended by deleting that text highlighted by strikethrough lettering and adding the following text as highlighted in bold lettering:
  - B. Land Use Design Criteria: In addition to the general conditions as stated in subsection A above, the following land use design criteria shall apply to the development areas designated on the sketch plan. The sketch plan document which is made a part of this rezoning action per Section 001-02 herein, delineates ten (10) nine (9) parcels of the PUD as Parcels A, B, C, D, E, F, G, H, I and P for application of specific development standards of use and density regulations. The development standards and use regulations shall apply to each of the individual parcels as applicable:
- **SECTION 9.** <u>AMENDMENT</u>. Ordinances 829, 916, 1050, and 1248 Eight Ways PUD, Section 3, Conditions, Subsection B. Land Use Design Criteria, Paragraph 2. Parcel B is hereby amended by deleting the text entirely and replacing with the following:
  - 2. Parcel B: Unless otherwise provided for within this ordinance, the use regulations and provisions set forth in title 9 of the city code for the neighborhood commercial district (NC) shall apply to any development proposal for the property within Parcel B as shown on the sketch plan except as shall be further provided herein. This parcel shall cover a maximum of five and one-half (5.5) acres.
    - a. Multiple use of the site by more than one building shall be permitted only if said buildings are consistent in architectural design and use of materials and organized utilizing a compatible planned open space, landscape plan, and parking plan to serve and maintain a unified master plan concept; multiple buildings separated by parking areas or drives shall not be considered acceptable if not complying with the neighborhood commercial minimum lot area standards. All uses specifically permitted within the-neighborhood commercial district shall be allowed. Lot area, lot frontage and yard requirements shall comply with standards of the neighborhood commercial district, provided the front yard setback from any street shall be a minimum of fifty feet (50'), and the setback from adjoining Parcel A to the north may be a minimum of twenty five feet (25') if sufficient measures are taken for acceptable buffering of the rear of the commercial buildings from the adjoining single-family residential use. Additionally, adequate buffering of negative aspects of commercial buildings (loading docks, garbage dumpsters and HVAC mechanical units) from Grand Avenue and adjoining residential uses shall be required and direct driveway access to Grand Avenue prohibited.
- SECTION 10. <u>AMENDMENT</u>. Ordinances 829, 916, 1050, and 1248 Eight Ways PUD, Section 3, Conditions, Subsection B, Land Use Design Criteria, Paragraph 3. Parcel C is hereby amended by deleting the entire text in Section 3. Parcel C and replacing it with the following:
  - 3. Parcel C: Parcel C may be developed with either single family detached residential structures or single family bi-attached structures e.g. twin homes, duplexes'; this does not include attached dwellings with an owners association. The two types of structures are not allowed to co-exist within the parcel; the parcel will either be developed with all detached or all bi-attached structures.
    - a. If Parcel C is developed for single family detached structures, all general use regulations, performance standards and provisions set forth in title 9, "Zoning", of the

city code for the R-1 Single-Family Residential District shall apply. No structure shall be located within the 100 foot easement for the overhead electric power distribution system.

- b. If Parcel C is developed for single family bi-attached structures, all general use regulations, performance standards, and provisions set for the in title 9, "Zoning", of the city code for residential medium density (RM-6) shall apply, except as provided herein:
  - 1. Minimum lot area shall be 5,000 square feet for each side of the bi-attached dwelling unit.
  - 2. Minimum lot width shall be 37.5 feet.
  - 3. Front yard setback shall be a minimum of 30 feet, rear yard setback shall be a minimum of 20 feet, and side yard setback shall be a minimum of 7 feet from the closest portion of the structure or basement egress window well.
  - 4. Maximum height shall be two stories.
  - 5. Accessory structures shall be in accordance with R-1 district standards for such structures and Title 9, Zoning, Chapter 14, Accessory Structures

No structure shall be located within the 100 foot easement for the overhead electric power distribution system.

SECTION 11. <u>AMENDMENT</u>. Ordinances 829, 916, 1050, and 1248 Eight Ways PUD, Section 3, Conditions, Subsection B, Land Use Design Criteria, Paragraph 4. Parcel D is hereby amended by deleting the strikeout text and adding the bolded text:

- 4. Parcel D: Storm Water Detention Basin. Parcel D as shown on the sketch plan shall be reserved for acquisition by the City of West Des Moines for public use upon the basin's completion and with the submittal and approval of as-built drawings of the basin. within one year after the date of issuance of building permits and initiation of construction of buildings within any one of the adjoining Parcels C, E, or I within the planned unit development. Parcel D shall be up to twenty four and six tenths (24.6) acre The basin will be acquired by the City for area wide storm water detention in accordance with storm water drainage and detention engineering plans and studies approved by the City and as a public amenity for the area.
  - a. Parcel D shall be conveyed by warranty deed, free and clear of all liens and encumbrances including all judgments, attachments, mechanics and other liens, except any special assessments for public projects, to the City of West Des Moines subject to any easements and covenants filed of record on or prior to January 1, 19902015.

The value of the land to be purchased by the City for detention basin use (Parcel D) shall be established at the time of purchase of said property by the City and shall be based upon current value of the land for row crop farming use only and comparable to the value of comparable farm land in central Iowa and shall not be based upon or adjusted in value for any alternate use in lieu of row crop farming. If possible, the value shall be determined by mutual agreement between the City Council and owner. If an agreement on the value cannot be mutually reached by the parties, such value shall be determined by the parties appointing a real estate appraiser with qualifications of a M.A.I., who shall determine the value of the land for farming use only with the cost of the appraisal being equally shared by the City and the owner.

b. The cost for the purchase of the land, construction of the detention basin (Parcel D) and outlet structures under Grand Avenue in accordance with engineering plans approved by the City for the detention basin shall be paid through special assessment proceedings required for public improvement projects. The owner reserves the right to farm Parcel D, and/or grade and remove earth from Parcel D prior to conveyance of the land to the City. Any grading and dirt removal shall be in accordance with grading plans approved by the City, which approval shall not be unreasonably withheld.

- c. A strip of land, 40 feet in width, shall be provided between the lot lines of the property in parcels C, E, F, G, I, P and the top of the bank of the proposed detention basin. This land shall be graded at a minimum 4:1 slope towards the detention pond. No private improvements or enhancements will be permitted on said property or the adjacent detention or its banks. A multipurpose trail shall be constructed by the City within this land in the future and shall be shown on any future plats or site plans.
- d. The City of West Des Moines shall maintain all the land it owns around the detention basin up to the private property lines in a manner consistent with it practices along other bodies of water where trails are present. This generally means that the ground vegetation shall be of a native prairie nature and will be burned or mowed on occasion (generally about once per year). A strip of ground immediately on each side of the proposed trail may be mowed more frequently. The City reserves the right to establish site specific rules and regulations for the basin, the surrounding land area and any associated trails.
- e. The detention basin shall be designed and constructed not only to provide dirt for construction and capacity for storm water management, but also a habitat for aquatic and vegetative life and a visually attractive asset. This may include providing more irregular shoreline forms and varying depths beneath the water level. With that in mind, the design of the detention basin shall incorporate best practices as guided by the Iowa Department of Natural Resources Fisheries and Wildlife Division and address all of these multiple needs and require approvals from the city as part of the overall approval development process. Sections and details shall be provided at platting of the parcels at multiple locations describing edge treatments, water depths, and associated habitat.
- f. No swimming or boats with gas or electric powered motors are allowed in or on the detention basin. The city shall manage the detention basin in a way that promotes public enjoyment and use and shall use whatever physical or chemical means are prudent to aerate the water, control the algae, and promote biological health.
- g. A strip of land 25 feet in width shall be provided between the ultimate right-of-way line of Grand Avenue and the top of the bank of the detention basin. This land shall be graded at a 4:1 slope as it slopes towards the basin.

**SECTION 12.** <u>AMENDMENT</u>. Ordinances 829, 916, 1050, and 1248 Eight Ways PUD, Section 3, Conditions, Subsection B, Land Use Design Criteria, Paragraph 5. Parcel E is hereby amended by deleting the entire text and replacing the text with the following:

5. Parcels E, F, G and H: All general use regulations, performance standards and provisions set forth in title 9, "Zoning", of the city code for the R-1 Single-Family Residential District shall apply to any development proposal for all property within Parcels E, F, G, and H as shown on the sketch plan of the Grand Lakes PUD.

SECTION 13. <u>AMENDMENT</u>. Ordinances 829, 916, 1050, and 1248 Eight Ways PUD, Section 3, Conditions, Subsection B, Land Use Design Criteria, Paragraph 6. Parcel F is hereby amended by deleting the entire paragraph.

SECTION 14. <u>AMENDMENT</u>. Ordinances 829, 916, 1050, and 1248 Eight Ways PUD, Section 3, Conditions, Subsection B, Land Use Design Criteria, Paragraph 7. Parcel G is hereby amended by deleting the entire paragraph.

SECTION 15. <u>AMENDMENT</u>. Ordinances 829, 916, 1050, and 1248 Eight Ways PUD, Section 3, Conditions, Subsection B, Land Use Design Criteria, Paragraph 8. Parcel H is hereby amended by deleting the entire paragraph.

**SECTION 16.** <u>AMENDMENT</u>. Ordinances 829, 916, 1050, and 1248 Eight Ways PUD, Section 3, Conditions, Subsection B, Land Use Design Criteria, Paragraph 9. Parcel I is hereby amended by deleting the entire paragraph.

SECTION 16. <u>AMENDMENT</u>. Ordinances 829, 916, 1050, and 1248 Eight Ways PUD, Section 3, Conditions, Subsection B, Land Use Design Criteria, Paragraph 10. Parcel P is hereby amended by renumbering the Paragraph from 10 to 6.

**SECTION 17.** <u>AMENDMENT</u>. Ordinances 829, 916, 1050, and 1248 Eight Ways PUD, is hereby amended by inserting a new section prior to Section 4 Double Frontage Lots and renumber succeeding sections accordingly:

PARKLAND DEDICATION: In conjunction with development of any residential portion of the PUD, said area shall be subject to parkland dedication requirements per city code, Title 10, Chapter 1, Section 4.

**SECTION 18.** <u>AMENDMENT</u>. Ordinances 829, 916, 1050, and 1248 Eight Ways PUD, Section 9. STORM WATER MANAGEMENT is hereby amended by adding the text highlighted in bold lettering:

There shall be submitted to, and approved by, the West Des Moines City Engineer a complete storm water management plan for each separate parcel, except Parcel D and P, to be prepared by the developer prior to development within the parcel. A storm water management plan shall be submitted for all of Parcels A, B, C, E, F, G and H prior to any development within any of said parcels to show the manner in which storm water shall be conveyed to Parcel D or other determined storm water drainage outlets from the area.

**SECTION 19.** <u>AMENDMENT</u>. Ordinances 829, 916, 1050, and 1248 Eight Ways PUD, Section 8. TRANSPORATION AND ACCESS TO GRAND AVENUE is hereby amended by adding the text highlighted in bold lettering and deleting text in strikethrough lettering:

Upon development of Parcels B, C, E, or H, Scenic Valley Drive shall be constructed for dedication to the City, from the west boundaries of Parcels C E and H to Grand Avenue. Direct private driveway or roadway access to Grand Avenue shall be prohibited, except, use of existing agricultural driveway accesses may be maintained for continued farming operations within the area of the Grand Lakes PUD described in Section 001-01 of this PUD.

**SECTION 20.** <u>SAVINGS CLAUSE:</u> 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.

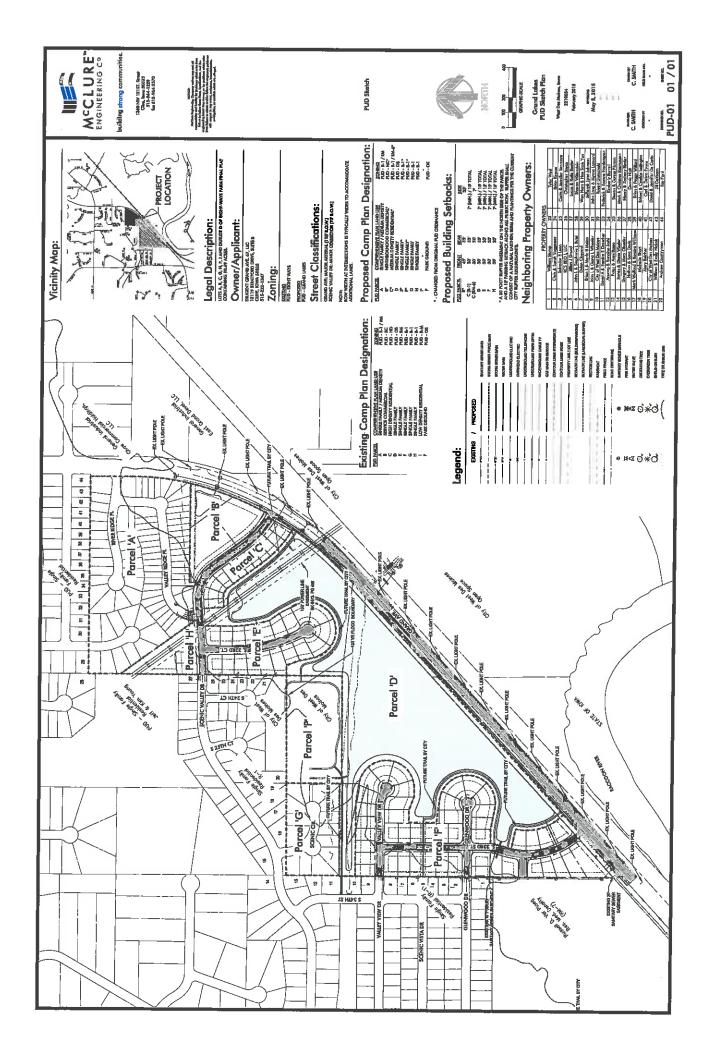
SECTION 21. <u>VIOLATIONS AND PENALTIES</u>: Any person who violates the provisions of this Ordinance upon conviction shall be punished as set forth in Section 1-4-1 of the City Code of the City of West Des Moines, Iowa.

**SECTION 22.** <u>OTHER REMEDIES</u>: 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 23.** 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	2015.	
	Steven	K Gaer, Mayor	· · · · · · · · · · · · · · · · · · ·

ATTEST:		
Ryan Jacobson		
City Clerk		
I certify that the foregoing was published as Ordinance No	on the day of	2015.
	Ryan Jacobson City Clerk	



# CITY OF WEST DES MOINES CITY COUNCIL MEETING COMMUNICATION

Date: June 15, 2015

<u>ITEM</u>: Whisper Rock at Quail Cove, 5200 Block of Cherrywood Drive – Rezone property from Residential Medium Density to Single Family Residential – Prairie Building and Development LLC – ZC-002701-2015

Ordinance: Approval of First Reading

FINANCIAL IMPACT: Undetermined.

**BACKGROUND:** The applicant, David Albright with Prairie Building and Development, is requesting an amendment to the Zoning Map to change the zoning of property located on the north side of Cherrywood Drive at about the 5200 block from Residential Medium Density (RM-8) to Single Family Residential (R-1) (see Exhibit I, Attachment B – Location Map and Exhibit II – Ordinance).

#### Plan and Zoning Commission Action:

Vote: 6-0 approval, Commissioner Brown being absent

Date: June 8, 2015

Motion: Adopt a resolution recommending the City Council approve the Rezoning request.

**OUTSTANDING ISSUES:** There are no outstanding issues. The following items of interest are noted in the attached Plan and Zoning Commission report (see Exhibit I):

- Request
- History
- City Council Subcommittee: Development & Planning (May 7, 2015)
- Staff Review and Comments
- Comprehensive Plan Consistency
- Noticing Information
- Staff Recommendations and Conditions of Approval
- Owner/Applicant/Applicant Representative Information

**RECOMMENDATION:** Based upon the preceding review and a finding of consistency with the Comprehensive Plan, the Plan and Zoning Commission recommends the City Council approve the rezoning request to amend the Zoning Map for this property from Residential Medium Density (RM-8) to Single Family Residential (R-1), subject to the applicant meeting all City Code requirements.

Lead Staff Member: Kara Tragesser

**STAFF REVIEWS:** 

Department Director
Appropriations/Finance
Legal
Agenda Acceptance

Appropriations/Finance

PUBLICATION(S) (if applicable)

Published In	Des Moines Register		
Date(s) Published	May 29, 2015		
Letter sent to surrounding property owners		May 27, 2015	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Development and Planning			
Date Reviewed	May 7, 2015			
Recommendation	Yes 🗵	No □	Split □	

#### ATTACHMENTS:

Exhibit I Plan and Zoning Communication

Attachment A Plan and Zoning Commission Resolution

Attachment B Location Map
Attachment C Zoning Illustrations

Attachment D Comments

Exhibit II - Proposed Rezoning Ordinance

# CITY OF WEST DES MOINES PLAN AND ZONING COMMISSION COMMUNICATION

Meeting Date: June 8, 2015

<u>Item:</u> Whisper Rock at Quail Cove, 5200 Block of Cherrywood Drive – Rezone property from

Residential Medium Density to Single Family Residential - Prairie Building and

Development LLC - ZC-002701-2015

Requested Action: Approval of a Rezoning Request

Case Advisor: Kara Tragesser, AICP, Planner

<u>Applicant's Request</u>: The applicant, David Albright with Prairie Building and Development, is requesting an amendment to the Zoning Map to change the zoning of property located on the north side of Cherrywood Drive at about the 5200 block from Residential Medium Density (RM-8) to Single Family Residential (R-1) (see Attachment B – Location Map, Attachment C – Rezoning,).

History: This property currently is undeveloped. In 2004, a site plan for five condominiums was approved for the site, but never constructed. In 2006, a major modification was approved to construct 27 detached townhomes. After that approval the developer ceased operations and the project was not constructed. In April and May 2014, a preliminary plat and site plan for 22 detached townhomes was approved by the Plan & Zoning Commission and the City Council. A final plat application was not submitted and the project did not get constructed.

<u>City Council Subcommittee:</u> The request to amend the Zoning Map was reviewed by the Development and Planning City Council Subcommittee on May 7, 2015; the Subcommittee was supportive of the changes.

Staff Review and Comment: There are no outstanding issues. The current rezoning request is to accommodate full depth lots for 22 single family residences which current city code does not allow for in multi-family zoning districts. The comments noted in Attachment D – Citizen Comments have been forwarded to the appropriate departments in the City. The Comprehensive Plan land use designation is Medium Density Residential, according to the Comprehensive Plan Compatibility Matrix for zoning designations, Residential Single Family is compatible to the Medium Density land use designation. Therefore, a Comprehensive plan Land Use Map amendment is not necessary.

<u>Comprehensive Plan Consistency</u>: 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.

<u>Noticing Information</u>: On May 29, 2015, notice of the June 8, 2015, Plan and Zoning Commission public hearing was published in the *Des Moines Register*. Notice of this public hearing also was mailed to all surrounding property owners within 370 feet of the subject property affected by this amendment on May 27, 2015.

<u>Staff Recommendations and Conditions of Approval</u>: Based upon the preceding review and a finding of consistency with the Comprehensive Plan, staff recommends that the Plan and Zoning Commission adopt a resolution recommending the City Council approve an ordinance to amend the Zoning Map to change the zoning of the property from Residential Medium Density (RM-8) to Single Family Residential (R-1).

Owner/Applicant: Prairie Building and Development

12119 Stratford Drive

Clive IA 50325 David Albright 515-360-5063

Applicant Rep: Same as Owner

Attachments:

Attachment A - Plan and Zoning Commission Resolution

Attachment B - Location Map
Attachment C - Zoning Illustrations
Attachment D - Citizen Comments

#### **RESOLUTION NO. PZC-15-039**

A RESOLUTION OF THE PLAN AND ZONING COMMISSION OF THE CITY OF WEST DES MOINES RECOMMENDING TO THE CITY COUNCIL THAT IT APPROVE AN AMENDMENT TO THE ZONING MAP TO CHANGE THE ZONING OF THE PROPERTY AT THE 5200 BLOCK OF CHERRYWOOD DRIVE FROM RESIDENTIAL MEDIUM DENSITY (RM-8) TO SINGLE FAMILY RESIDENTIAL (R-1)

WHEREAS, pursuant to the provisions of Title 9, Chapter 1 et seq, of the West Des Moines Municipal Code, the applicant, Prairie Building and Development LLC, has requested approval to amend the Zoning Map for property at the 5200 Block of Cherrywood Drive from Residential Medium Density (RM-8) to Single Family Residential (R-1) that is legally described as:

#### Legal Description

# Lot 30 Quail Cove Plat 1, an official plat now in and forming a part of the City of West Des Moines, Polk County, Iowa

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 June 8, 2015, this Commission held a duly-noticed hearing to consider the application for an amendment to the Zoning Map (ZC-002701-2015);

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 for this hearing or as amended orally at the hearing are adopted.

SECTION 2. The amendment to Zoning Map to change the zoning of the property at the 5200 Block of Cherrywood Drive from Residential Medium Density (RM-8) to Single Family Residential (R-1) is recommended to the City Council for approval, subject to compliance with all the conditions in the staff report including conditions added at the Hearing, and attached hereto as Exhibit B. 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 June 8, 2015.

Craig Erickson, Chair Plan and Zoning Commission

ATTEST:

Recording Secretary

I HEREBY CERTIFY that the foregoing resolution was duly adopted by the Plan and Zoning Commission of the City of West Des Moines, Iowa, at a regular meeting held on June 8, 2014, by the following vote:

AYES: Andersen, Costa, Crowley, Erickson, Hatfield, Southworth

NAYS: -0-

ABSTENTIONS: -0-ABSENT: Brown

ATTEST:

H:\ZC-002701-2015\_SR\_Whisper Rock at Quail Cove\_06-08-2015\_PZ.doc

1 after

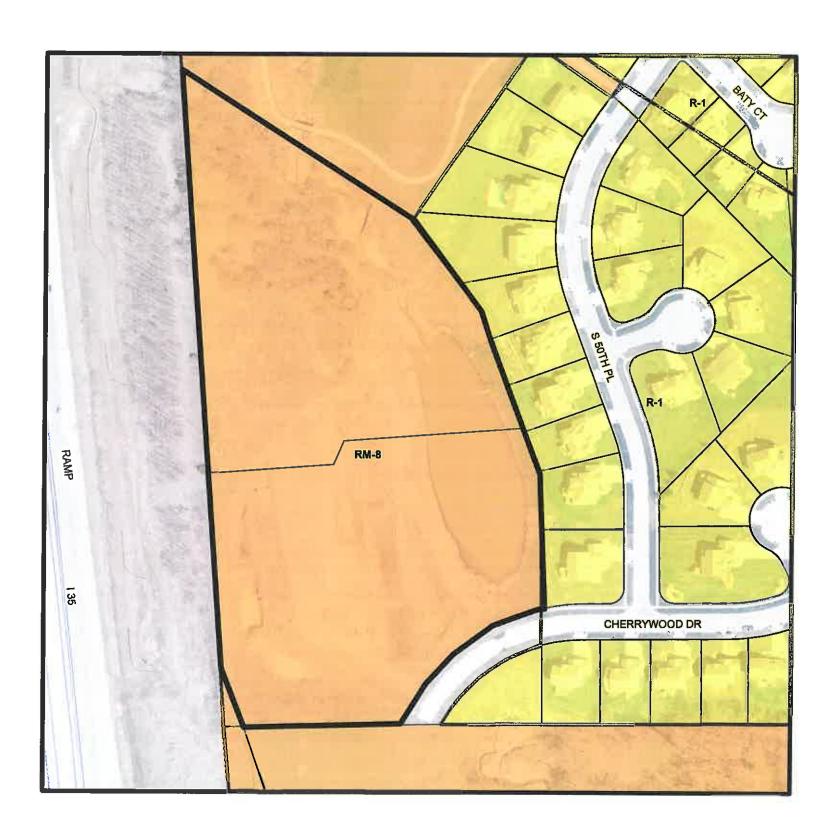
# Exhibit A Conditions

None

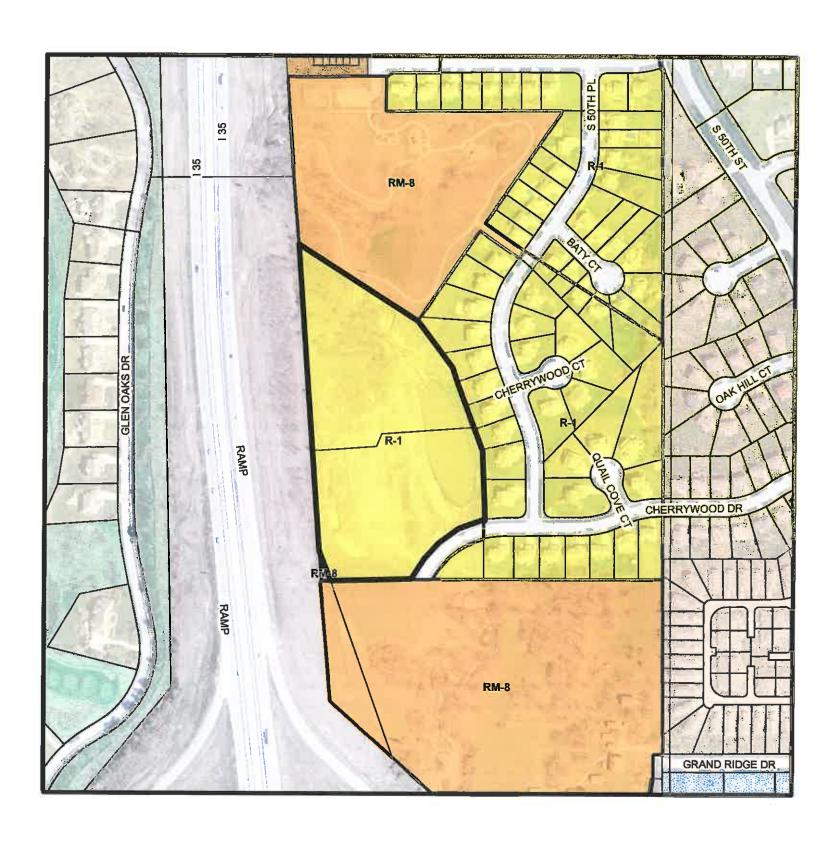
# General Location Map Whisper Rock at Quail Cove 5200 Block Cherrywood Drive



## Current Zoning Map Whisper Rock at Quail Cove 5200 Block Cherrywood Drive



# Proposed Zoning Map Whisper Rock at Quail Cove 5200 Block Cherrywood Drive



### Tragesser, Kara

From:

Eric Wieland <eric.c.wieland@gmail.com>

Sent: To: Sunday, May 31, 2015 12:21 PM

Cc:

Tragesser, Kara Susan Stull

Subject:

Cherrywood Drive rezoning

#### Kara,

Thank you for the notice of rezoning for the property north of Cherrywood Drive at the 5100 block. I live at 5106 Cherrywood Drive.

If available, I would like to see the proposed site plan for the redevelopment. I was curious to see what the developer and/or city plan to do with the lot next to my property and the dead end road.

As you may be aware, the road over the drainage structure has settled considerably which results in standing water on the road for long periods of time. Additionally, there are many nights that individuals use the dead end road to hang out at late hours.

My preference would be for Cherrywood Drive to be rebuilt past our property to eliminate the standing water and for the road to turn into the new development.

Thank you,

Eric Wieland

Sent from my iPad

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, P. O. Box 65320, West Des Moines, IA 50265-0320

#### ORDINANCE NO.

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP AND THE CITY CODE OF THE CITY OF WEST DES MOINES, IOWA, 2014, BY AMENDING TITLE 9: ZONING, CHAPTER 4: ZONING DISTRICTS AND MAP

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

**SECTION 1. AMENDMENT:** The Zoning Map of the City of West Des Moines, Iowa, is hereby amended by rezoning 10.42 acres located at the 5200 block of Cherrywood Drive from Residential Medium Density (RM-8) to Single Family Residential (R-1) district, in compliance with the adopted City of West Des Moines Comprehensive Plan Land Use Map.

#### **Legal Description**

Lot 30 Quail Cove Plat 1, an official plat now in and forming a part of the City of West Des Moines, Polk County, Iowa

- **SECTION 2.** <u>SAVINGS CLAUSE</u>. 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. <u>VIOLATIONS AND PENALITIES</u>. 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. <u>OTHER REMEDIES</u>. 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.

Approved and passed by the City Council on theth day of26	015.
Steve	n K. Gaer, Mayor

S:\\_\_Development Projects\Whisper Rock at Quail Cove\2015 Rezoning Request\ZC-002701-2015\_SR\_Whisper Rock at Quail Cove\_06-15-2015\_CC.doc

ATTEST:			
Ryan T. Jacobson City Clerk			
I certify that he foregoing was published as O. 2015.	rdinance No.	on the	<sup>th</sup> day of
Ryan T. Jacobson City Clerk			

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

ITEM: **DATE: June 15, 2015** 

Public Hearing (5:35 p.m.) 22<sup>nd</sup> Street & Kingman Avenue Turn Lane Extension

#### **FINANCIAL IMPACT:**

The Engineering Estimate of Construction Costs was estimated to be \$69,299.50 for the 22nd Street & Kingman Avenue Turn Lane Extension Project. There were three (3) bids submitted with the low bid of \$90,022.00 being submitted by McGreger Corporation of Waukee, Iowa. Payments will be paid from budgeted account no. 4012.75.820.6.7910 with the ultimate funding intended to come from General Obligation Bonds.

#### **BACKGROUND:**

The recent construction of several restaurants in the Westown Shopping Center has created additional turning traffic at the intersection of 22nd Street and Kingman Avenue. This project will extend the northbound to westbound left turn lane. The lowest bid for this project was approximately 30% over the Engineer's estimate. Recently bids for municipal work in the metro area have been climbing due to the amount of work in the market vs. the number of contractors available. We believe this market condition along with the small size of this project is the reason the bids received exceeded the estimate. The current construction climate is not expected to change in the short term and due to this staff recommends proceeding with the project at this time.

If approved this project will start in the near future. This project is scheduled to be completed by September 15, 2015.

**OUTSTANDING ISSUES:** None.

#### **RECOMMENDATION:**

City Council Adopt:

- Resolution adopting Plans, Specifications, Form of Contract, and Estimate of Costs;
- Motion receiving and filing Report of Bids;
- Resolution awarding the construction contract to McGreger Corporation of Waukee, Iowa

Lead Staff Member: <u>Duane C. Wittstock, P.E., L.S., City Engineer</u>

#### **STAFF REVIEWS**

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

#### PUBLICATION(S) (if applicable)

PUBLICATION(S) (if applicable)			SUBCOMMITTEE REVIEW (if applicable)				
Published In	Des Moines Register	Commit	tee	P	ublic Worl	ks	
Dates(s) Published	June 5, 2015	Date Re	viewed	J	une 8, 201	5	
		Doggman	n andation		NT.	C-124	

#### **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 June 1, 2015, Plans Specifications, Form of Contract, and Estimate of Costs were filed with the City Clerk for the following described public improvement:

#### 22<sup>nd</sup> Street & Kingman Avenue Turn Lane Extension Project No. 0510-060-2014

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 15th day of June, 2015.

ATTEST:	Steven K. Gaer, Mayor

#### **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:

#### 22<sup>nd</sup> Street & Kingman Avenue Turn Lane Extension Project No. 0510-060-2014

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 McGreger Corporation of Waukee, Iowa, in the amount of \$90,022.00 was the lowest responsible bid received for said public improvement,

therefore;

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA, that a contract for the 22<sup>nd</sup> Street & Kingman Avenue Turn Lane Extension Project is hereby awarded to McGreger Corporation in the amount of \$90,022.00 and the bond of said bidder for the project is hereby fixed in the same amount.

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

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

PASSED AND ADOPTED on this 15th day of June, 2015.

ATTEST:	Steven K. Gaer, Mayor
TA .	
Ryan T. Jacobson, City Clerk	



#### **Tabulation of Bids**

tem	Description				ineer's	- interited	er Corporation	Absolute Co	pricrete Construction	The Concre	te Contracting Co
	Description			E	stimate	W	sukee, IA		Sluter, IA		rimes, (A
2.1 Su		Unit	Qty.	Unit Price	Subtotal	Unit Price	Subtotni	Unit Price	<u> 8ubtotal</u>	Unit Price	Subtotal
P-1 -00	bgrade Preparation	SY	433	\$5.00	\$2,165.00	\$9.00	\$3,897,00	\$10.00	\$4,330,00	\$48.50	\$21,000,50
7,1 Co	ncrete Median	SY	146	\$65.00	\$9,490.00	\$72.00	\$10,512,00	\$76,00	\$10,950,00	\$105.00	\$15,330,00
7.2 QIV	vernent, PCC, 8", Reinforced, C- JC	SY	433	\$75.00	\$32,475.00	\$82.00	\$35,506,00	\$110,00	\$47,630,00	\$120.00	\$51,960,00
7.3 Pa	vement Overlay, HMA, 3"	SY	287	\$20.00	\$5,740.00	\$45.00	\$12,915.00	\$60.00	\$14,350.00	\$50.00	\$14,350.00
7.4 Par	vement Removal	SY	433	\$25.00	\$10,825.00	\$35.00	\$15,155.00	\$25.00	\$10,825,00	\$25,00	\$10,825,00
1.1 Co	nstruction Survey	LS	1	\$2,500.00	\$2,500.00	\$5,000,00	\$5,000.00	\$2,500,00	\$2,500.00	\$6,000.00	\$8,000.00
	inted Pavement Markings, aterborne	STA	2.09	\$50,00	\$104.50	\$300.00	\$627.00	\$375.00	\$783.76	\$500.00	\$1,045.00
1.3 Ter	mporary Traffic Control	LS	1	\$8,000.00	\$8,000,00	\$6,410.00	\$6,410.00	\$8,000.00	\$8,000.00	\$7,500.00	\$7,500.00
	tal Bid				\$89,299.50		\$80,022.00		\$99,368,75		\$128,010,50
	denda Received						0		0		Q Q
Bid	Guarantee						10%		10%		10%

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.

SIGNATURE:
NAME: JEREMY S. SHEPHERD
DATE

LICENSE NUMBER 21186

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2015

PAGES OR SHEETS COVERED BY THIS SEAL:

Bid Tabulation

## **Location Map**



0 500 1,000 Feet 22nd St. & Kingman Ave.
Northbound Left-Turn Lane Extension
Olsson Associates
0510-060-2014

## CITY OF WEST DES MOINES CITY COUNCIL MEETING COMMUNICATION

Date: June 15, 2015

ITEM: Aspire (pka Roger's Farm East), South of Stagecoach Drive, East of Jordan Creek Parkway, West of S. 68th Street – Subdivide property into twenty six (26) lots and one (1) street lot - Aspire Residential, LLC - FP-002703-2015

RESOLUTION: Acceptance of Surety and Approval and Release of Final Plat

FINANCIAL IMPACT: Undetermined.

**BACKGROUND:** The applicant, Aspire Residential, LLC, represented by Josh Trygstad of Civil Design Advantage, is requesting approval of a Final Plat for approximately 25.2 acres located South of Stagecoach Drive, East of Jordan Creek Parkway, West of S. 68<sup>th</sup> Street. The applicant proposes to subdivide the property into twenty six (26) lots and one (1) street lot for construction of a 222 unit townhome development.

The associated Aspire Preliminary Plat was approved by the City Council on April 20, 2015.

CITY COUNCIL SUBCOMMITTEE: This item was presented to the Development and Planning City Council Subcommittee on May 7, 2015 as an informational item only. No discussion was had and no disagreement with the proposal was expressed.

OUTSTANDING ISSUES: There are no outstanding issues. The applicant has stated that they are in agreement with all of staff's recommendations and conditions.

As part of this approval, the Council is approving and accepting the following:

- Surety in Lieu of acceptance of public improvements associated with the construction of Hidden Point Court, public sanitary sewer and public storm sewer;
- Surety for the installation of sidewalks adjacent to public streets within the development;
- Surety for the installation of public trail within the development;
- A deed for Street Lot A to be dedicated as public street right-of-way;
- Legal documents to establish public easements for sanitary sewer, storm sewer, and public trail access;
- Storm Water Management Maintenance Facility Covenant and Permanent Easement Agreement for this property;
- Parkland Dedication Agreement

COMPREHENSIVE PLAN CONSISTENCY: The project has been reviewed for consistency with the Comprehensive Plan. Based upon that review, a finding has been made that the proposed project is consistent with the Comprehensive Plan in that the project is consistent with all of the goals and policies of the Comprehensive Plan and the land use map of the Comprehensive Plan.

**RECOMMENDATION:** Based upon the preceding review and a finding of consistency with the goals and policies of the Comprehensive Plan, staff recommends the City Council approve the Final Plat, Aspire, to establish 26 lots for medium density residential development and 1 public street lot, subject to the applicant complying with all applicable City Code requirements.

Lead Staff Member: Brian Portz RP

## Staff Reviews: Department Director Appropriations/Finance Legal Agenda Acceptance

#### PUBLICATION(S) (if applicable)

Published In	n/a	
Date(s) Published	n/a	
Letter sent to sur owners	n/a	

#### SUBCOMMITTEE REVIEW (if applicable)

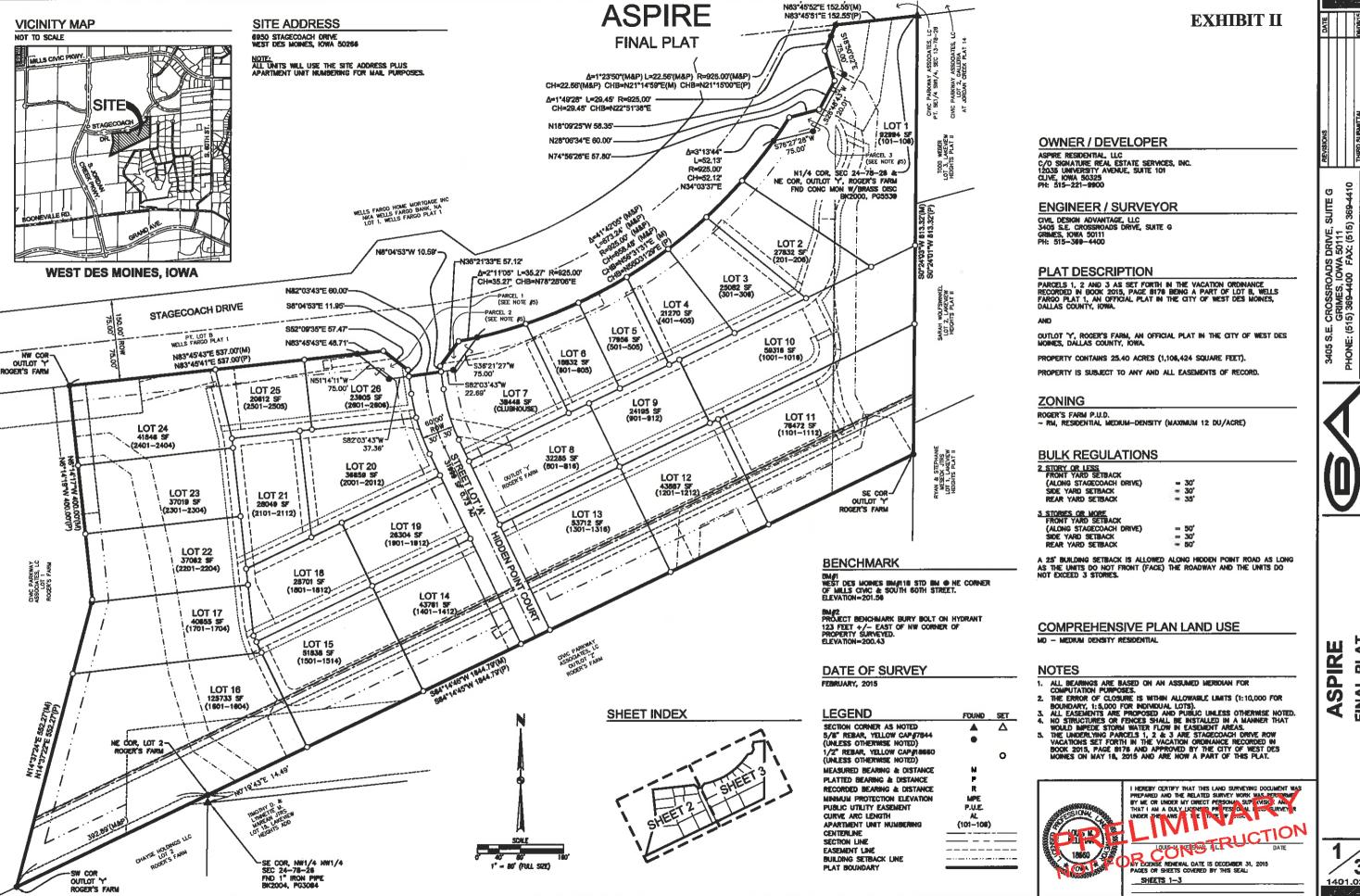
Committee	Development & Planning			
Date Reviewed	May 7, 2015			
Recommendation	Yes ⊠	No □	Split □	

#### ATTACHMENTS:

Exhibit I - Location Map
Exhibit II - Final Plat

Exhibit III - Resolution: Acceptance of Surety and Approval and Release of Final Plat

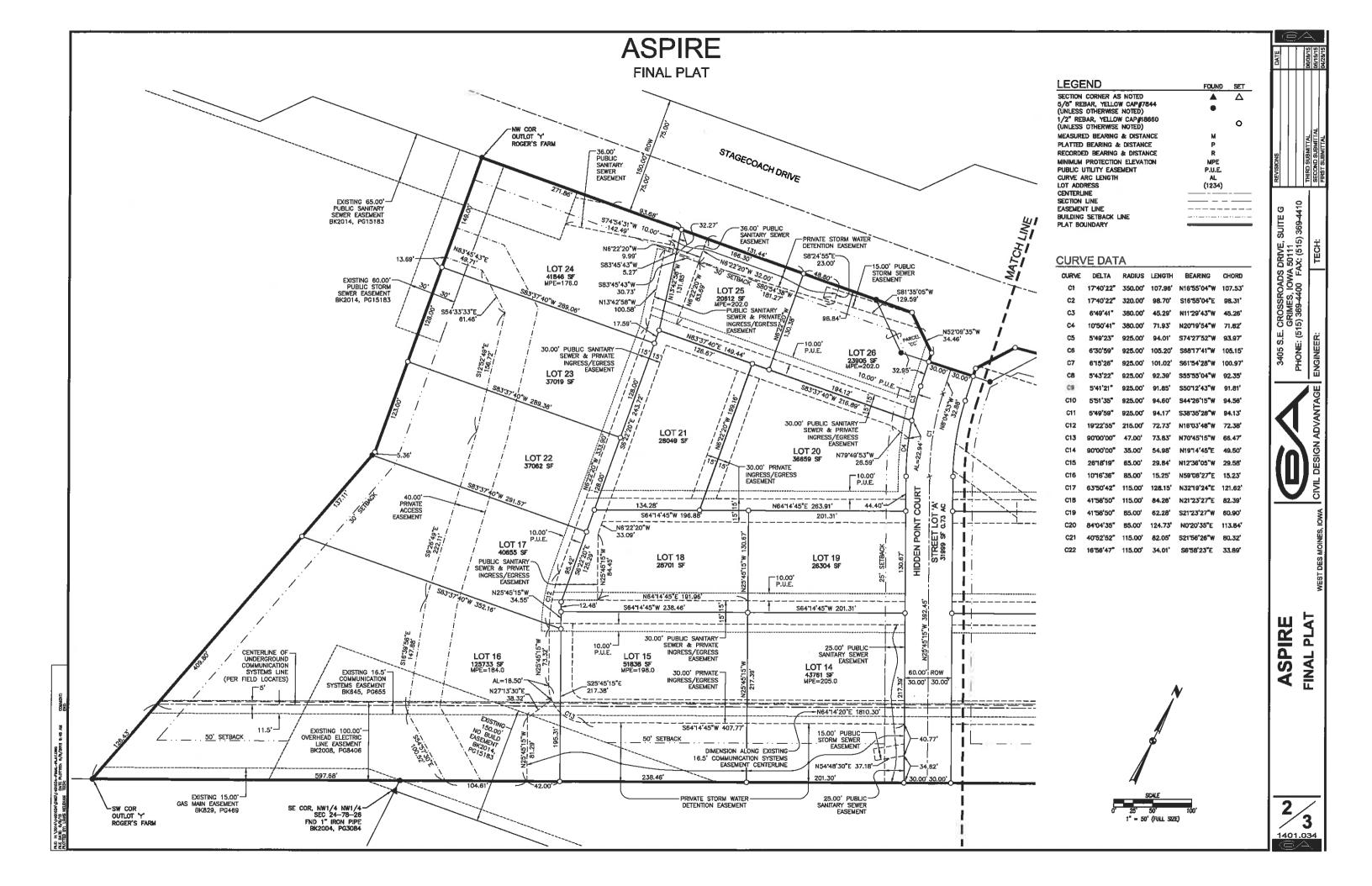
Exhibit A - Conditions of Approval Exhibit B - Address Assignments

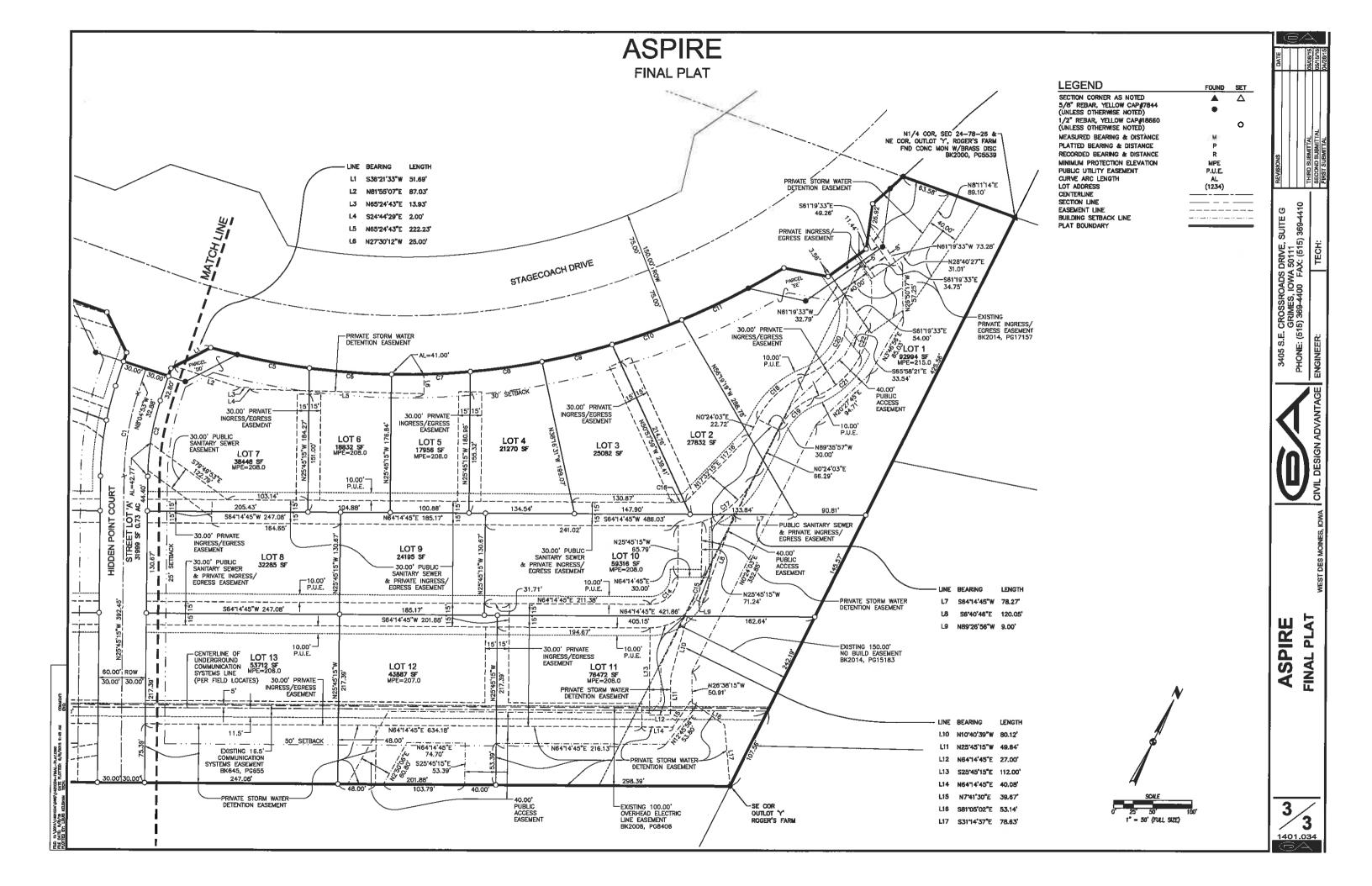


3 1401.034

5

**PLAT** FINAL





Prepared by: B. Portz, City of West Des Moines Development Services, P.O. Box 65320, West Des Moines, 1A 50265-0320, 515-222-3620 When Recorded, Return to: City Clerk, City of West Des Moines, P.O. Box 65320, West Des Moines, IA 50265-0320

#### RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, ACCEPTING SURETY IN LIEU OF ACCEPTANCE OF PUBLIC IMPROVEMENTS AND APPROVING AND RELEASING THE FINAL PLAT, ASPIRE (FP-002703-2015), FOR THE PURPOSE OF CREATING 26 LOTS FOR MEDIUM DENSITY RESIDENTIAL DEVELOPMENT AND 1 PUBLIC STREET LOT

WHEREAS, pursuant to the provisions of Title 10, Subdivision Regulations and Title 9, Zoning Chapter 1 et seq, of the West Des Moines Municipal Code, Aspire Residential, LLC, has requested approval for a Final Plat (FP-002703-2015) for that 25.2 acre site generally located South of Stagecoach Drive, East of Jordan Creek Parkway, West of S. 68th Street for the purpose of subdividing the property into 26 lots for medium density residential development and I public street lot to be dedicated to the City;

## Legal Description OUTLOT 'Y', ROGERS FARM, AN OFFICIAL PLAT IN 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, the West Des Moines Plan and Zoning Commission has reviewed the Preliminary Plat for Aspire and recommended approval on April 13, 2015, and;

WHEREAS, the Final Plat that was submitted for review was determined to be generally consistent with the Preliminary Plat for Aspire that was reviewed and approved by the City Council on April 20, 2015, and;

WHEREAS, on June 15, 2015, this City Council held a duly-noticed meeting to consider the application for Final Plat (FP-002703-2015) and;

WHEREAS, the West Des Moines City Council adopted a resolution which approved the Final Plat for Aspire at their meeting on June 15, 2015, subject to any conditions of approval, and;

WHEREAS, the City Council did accept surety in lieu of acceptance of public improvements associated with the construction of Hidden Point Court, public sanitary sewer, and public storm sewer within the plat boundaries, and:

WHEREAS, the applicant has supplied a deed to the City of West Des Moines for Street Lot A to be dedicated as public street right-of-way, and;

WHEREAS, the necessary easements have been established for sanitary sewer, storm sewer, and public trail access, and:

WHEREAS, the City Council did accept surety for the construction of public sidewalks within the plat, and;

WHEREAS, the City Council did accept the Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement for this property, and;

WHEREAS, the City Council did accept the Parkland Dedication Agreement for the subject plat, and;

WHEREAS, the City Council approves of the address assignments indicated in attached Exhibit B;

WHEREAS, Aspire is zoned Roger's Farm Planned Unit Development (PUD) and meets all requirements of the City's Zoning Code.

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

<u>SECTION 1</u>. The findings of consistency with the Comprehensive Plan as stated in the staff report, dated June 15, 2015, or as amended orally at the City Council hearing of June 15, 2015, are adopted.

**SECTION 2.** Final Plat, Aspire (FP-002703-2015) is approved, subject to compliance with all the conditions in the staff report, dated June 15, 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.

<u>SECTION 3</u>. This resolution <u>does release</u> the Final Plat (FP-002703-2015) for recordation. The City Council of West Des Moines, Iowa directs the City Clerk to release said plat for recordation in accordance with said City Council approval of the final plat on June 15, 2015 and Roll Call No.

<u>CERTIFICATE</u>		
I, Ryan T. Jacobson, City Clerk for said City, hereby certify that at a meeting of the Cit	y Council of said City of	West
Des Moines, held on June 15, 2015, among other proceedings, Roll Call No.	approved	said
plat on June 15, 2015, and released said Final Plat for recordation.		
Ryan T. Jacobson City Clerk		
IN WITNESS WHEREOF, I have hereunto set my hand this day of June, 2013	5.	
Steven K Gaer, Mayor		
ATTEST:		
Ryan T. Jacobson City Clerk		
VILY VIVIN		

## **EXHIBIT A:**CONDITIONS OF APPROVAL

1. No Conditions.

## **EXHIBIT B:**ADDRESS ASSIGNMENTS

#### Site address = 6950 Stagecoach Drive, WDM, 50266

Unit Addresses =

OIII Address	C3 -
Aspire development – Lot 1, Building 100	6950 Stagecoach Drive Apt 101
Aspire development - Lot 1, Building 100	6950 Stagecoach Drive Apt 102
Aspire development – Lot 1, Building 100	6950 Stagecoach Drive Apt 103
Aspire development - Lot 1, Building 100	6950 Stagecoach Drive Apt 104
Aspire development – Lot 1, Building 100	6950 Stagecoach Drive Apt 105
Aspire development – Lot 1, Building 100	6950 Stagecoach Drive Apt 106
Aspire development – Lot 2, Building 200	6950 Stagecoach Drive Apt 201
Aspire development – Lot 2, Building 200	6950 Stagecoach Drive Apt 202
Aspire development – Lot 2, Building 200	6950 Stagecoach Drive Apt 203
Aspire development – Lot 2, Building 200	6950 Stagecoach Drive Apt 204
Aspire development – Lot 2, Building 200	6950 Stagecoach Drive Apt 205
Aspire development - Lot 2, Building 200	6950 Stagecoach Drive Apt 206
Aspire development – Lot 3, Building 300	6950 Stagecoach Drive Apt 301
Aspire development – Lot 3, Building 300	6950 Stagecoach Drive Apt 302
Aspire development – Lot 3, Building 300	6950 Stagecoach Drive Apt 303
Aspire development – Lot 3, Building 300	6950 Stagecoach Drive Apt 304
Aspire development – Lot 3, Building 300	6950 Stagecoach Drive Apt 305
Aspire development – Lot 3, Building 300	6950 Stagecoach Drive Apt 306
Aspire development - Lot 4, Building 400	6950 Stagecoach Drive Apt 401
Aspire development – Lot 4, Building 400	6950 Stagecoach Drive Apt 402
Aspire development – Lot 4, Building 400	6950 Stagecoach Drive Apt 403
Aspire development – Lot 4, Building 400	6950 Stagecoach Drive Apt 404
Aspire development – Lot 4, Building 400	6950 Stagecoach Drive Apt 405
Aspire development – Lot 5, Building 500	6950 Stagecoach Drive Apt 501
Aspire development - Lot 5, Building 500	6950 Stagecoach Drive Apt 502
Aspire development – Lot 5, Building 500	6950 Stagecoach Drive Apt 503
Aspire development – Lot 5, Building 500	6950 Stagecoach Drive Apt 504
Aspire development – Lot 5, Building 500	6950 Stagecoach Drive Apt 505
Aspire development – Lot 6, Building 600	6950 Stagecoach Drive Apt 601
Aspire development – Lot 6, Building 600	6950 Stagecoach Drive Apt 602
Aspire development – Lot 6, Building 600	6950 Stagecoach Drive Apt 603
Aspire development – Lot 6, Building 600	6950 Stagecoach Drive Apt 604
Aspire development - Lot 6, Building 600	6950 Stagecoach Drive Apt 605
Aspire development – Lot 7, Clubhouse	6950 Stagecoach Drive Bldg 700
Aspire development - Lot 8, Building 800	6950 Stagecoach Drive Apt 801
Aspire development – Lot 8, Building 800	6950 Stagecoach Drive Apt 802
Aspire development – Lot 8, Building 800	6950 Stagecoach Drive Apt 803

Aspire development – Lot 8, Building 800	6950 Stagecoach Drive Apt 804
Aspire development – Lot 8, Building 800	6950 Stagecoach Drive Apt 805
Aspire development – Lot 8, Building 800	6950 Stagecoach Drive Apt 806
Aspire development – Lot 8, Building 800	6950 Stagecoach Drive Apt 807
Aspire development – Lot 8, Building 800	6950 Stagecoach Drive Apt 808
Aspire development – Lot 8, Building 800	6950 Stagecoach Drive Apt 809
Aspire development – Lot 8, Building 800	6950 Stagecoach Drive Apt 810
Aspire development – Lot 8, Building 800	6950 Stagecoach Drive Apt 811
Aspire development – Lot 8, Building 800	6950 Stagecoach Drive Apt 812
Aspire development – Lot 8, Building 800	6950 Stagecoach Drive Apt 813
Aspire development – Lot 8, Building 800	6950 Stagecoach Drive Apt 814
Aspire development - Lot 8, Building 800	6950 Stagecoach Drive Apt 815
Aspire development – Lot 8, Building 800	6950 Stagecoach Drive Apt 816
Aspire development – Lot 9, Building 900	6950 Stagecoach Drive Apt 901
Aspire development – Lot 9, Building 900	6950 Stagecoach Drive Apt 902
Aspire development – Lot 9, Building 900	6950 Stagecoach Drive Apt 903
Aspire development – Lot 9, Building 900	6950 Stagecoach Drive Apt 904
Aspire development – Lot 9, Building 900	6950 Stagecoach Drive Apt 905
Aspire development – Lot 9, Building 900	6950 Stagecoach Drive Apt 906
Aspire development – Lot 9, Building 900	6950 Stagecoach Drive Apt 907
Aspire development – Lot 9, Building 900	6950 Stagecoach Drive Apt 908
Aspire development - Lot 9, Building 900	6950 Stagecoach Drive Apt 909
Aspire development – Lot 9, Building 900	6950 Stagecoach Drive Apt 910
Aspire development – Lot 9, Building 900	6950 Stagecoach Drive Apt 911
Aspire development – Lot 9, Building 900	6950 Stagecoach Drive Apt 912
Aspire development – Lot 10, Building 1000	6950 Stagecoach Drive Apt 1001
Aspire development – Lot 10, Building 1000	6950 Stagecoach Drive Apt 1002
Aspire development – Lot 10, Building 1000	6950 Stagecoach Drive Apt 1003
Aspire development – Lot 10, Building 1000	6950 Stagecoach Drive Apt 1004
Aspire development – Lot 10, Building 1000	6950 Stagecoach Drive Apt 1005
Aspire development – Lot 10, Building 1000	6950 Stagecoach Drive Apt 1006
Aspire development – Lot 10, Building 1000	6950 Stagecoach Drive Apt 1007
Aspire development – Lot 10, Building 1000	6950 Stagecoach Drive Apt 1008
Aspire development - Lot 10, Building 1000	6950 Stagecoach Drive Apt 1009
Aspire development – Lot 10, Building 1000	6950 Stagecoach Drive Apt 1010
Aspire development – Lot 10, Building 1000	6950 Stagecoach Drive Apt 1011
Aspire development – Lot 10, Building 1000	6950 Stagecoach Drive Apt 1012
Aspire development – Lot 10, Building 1000	6950 Stagecoach Drive Apt 1013
Aspire development – Lot 10, Building 1000	6950 Stagecoach Drive Apt 1014
Aspire development – Lot 10, Building 1000	6950 Stagecoach Drive Apt 1015
Aspire development – Lot 10, Building 1000	6950 Stagecoach Drive Apt 1016

Aspire development – Lot 11, Building 1100	6950 Stagecoach Drive Apt 1101
Aspire development – Lot 11, Building 1100	6950 Stagecoach Drive Apt 1102
Aspire development – Lot 11, Building 1100	6950 Stagecoach Drive Apt 1103
Aspire development – Lot 11, Building 1100	6950 Stagecoach Drive Apt 1104
Aspire development – Lot 11, Building 1100	6950 Stagecoach Drive Apt 1105
Aspire development – Lot 11, Building 1100	6950 Stagecoach Drive Apt 1106
Aspire development – Lot 11, Building 1100	6950 Stagecoach Drive Apt 1107
Aspire development – Lot 11, Building 1100	6950 Stagecoach Drive Apt 1108
Aspire development – Lot 11, Building 1100	6950 Stagecoach Drive Apt 1109
Aspire development – Lot 11, Building 1100	6950 Stagecoach Drive Apt 1110
Aspire development – Lot 11, Building 1100	6950 Stagecoach Drive Apt 1111
Aspire development – Lot 11, Building 1100	6950 Stagecoach Drive Apt 1112
Aspire development – Lot 12, Building 1200	6950 Stagecoach Drive Apt 1201
Aspire development – Lot 12, Building 1200	6950 Stagecoach Drive Apt 1202
Aspire development – Lot 12, Building 1200	6950 Stagecoach Drive Apt 1203
Aspire development – Lot 12, Building 1200	6950 Stagecoach Drive Apt 1204
Aspire development – Lot 12, Building 1200	6950 Stagecoach Drive Apt 1205
Aspire development – Lot 12, Building 1200	6950 Stagecoach Drive Apt 1206
Aspire development – Lot 12, Building 1200	6950 Stagecoach Drive Apt 1207
Aspire development – Lot 12, Building 1200	6950 Stagecoach Drive Apt 1208
Aspire development – Lot 12, Building 1200	6950 Stagecoach Drive Apt 1209
Aspire development – Lot 12, Building 1200	6950 Stagecoach Drive Apt 1210
Aspire development - Lot 12, Building 1200	6950 Stagecoach Drive Apt 1211
Aspire development – Lot 12, Building 1200	6950 Stagecoach Drive Apt 1212
Aspire development – Lot 13, Building 1300	6950 Stagecoach Drive Apt 1301
Aspire development – Lot 13, Building 1300	6950 Stagecoach Drive Apt 1302
Aspire development – Lot 13, Building 1300	6950 Stagecoach Drive Apt 1303
Aspire development – Lot 13, Building 1300	6950 Stagecoach Drive Apt 1304
Aspire development – Lot 13, Building 1300	6950 Stagecoach Drive Apt 1305
Aspire development – Lot 13, Building 1300	6950 Stagecoach Drive Apt 1306
Aspire development – Lot 13, Building 1300	6950 Stagecoach Drive Apt 1307
Aspire development – Lot 13, Building 1300	6950 Stagecoach Drive Apt 1308
Aspire development – Lot 13, Building 1300	6950 Stagecoach Drive Apt 1309
Aspire development - Lot 13, Building 1300	6950 Stagecoach Drive Apt 1310
Aspire development – Lot 13, Building 1300	6950 Stagecoach Drive Apt 1311
Aspire development – Lot 13, Building 1300	6950 Stagecoach Drive Apt 1312
Aspire development – Lot 13, Building 1300	6950 Stagecoach Drive Apt 1313
Aspire development – Lot 13, Building 1300	6950 Stagecoach Drive Apt 1314
Aspire development – Lot 13, Building 1300	6950 Stagecoach Drive Apt 1315
Aspire development – Lot 13, Building 1300	6950 Stagecoach Drive Apt 1316
Aspire development – Lot 14, Building 1400	6950 Stagecoach Drive Apt 1401

Aspire development – Lot 14, Building 1400	6950 Stagecoach Drive Apt 1402
Aspire development – Lot 14, Building 1400	6950 Stagecoach Drive Apt 1403
Aspire development – Lot 14, Building 1400	6950 Stagecoach Drive Apt 1404
Aspire development – Lot 14, Building 1400	6950 Stagecoach Drive Apt 1405
Aspire development – Lot 14, Building 1400	6950 Stagecoach Drive Apt 1406
Aspire development – Lot 14, Building 1400	6950 Stagecoach Drive Apt 1407
Aspire development – Lot 14, Building 1400	6950 Stagecoach Drive Apt 1408
Aspire development – Lot 14, Building 1400	6950 Stagecoach Drive Apt 1409
Aspire development - Lot 14, Building 1400	6950 Stagecoach Drive Apt 1410
Aspire development – Lot 14, Building 1400	6950 Stagecoach Drive Apt 1411
Aspire development – Lot 14, Building 1400	6950 Stagecoach Drive Apt 1412
Aspire development – Lot 15, Building 1500	6950 Stagecoach Drive Apt 1501
Aspire development – Lot 15, Building 1500	6950 Stagecoach Drive Apt 1502
Aspire development – Lot 15, Building 1500	6950 Stagecoach Drive Apt 1503
Aspire development – Lot 15, Building 1500	6950 Stagecoach Drive Apt 1504
Aspire development – Lot 15, Building 1500	6950 Stagecoach Drive Apt 1505
Aspire development – Lot 15, Building 1500	6950 Stagecoach Drive Apt 1506
Aspire development – Lot 15, Building 1500	6950 Stagecoach Drive Apt 1507
Aspire development – Lot 15, Building 1500	6950 Stagecoach Drive Apt 1508
Aspire development – Lot 15, Building 1500	6950 Stagecoach Drive Apt 1509
Aspire development – Lot 15, Building 1500	6950 Stagecoach Drive Apt 1510
Aspire development – Lot 15, Building 1500	6950 Stagecoach Drive Apt 1511
Aspire development – Lot 15, Building 1500	6950 Stagecoach Drive Apt 1512
Aspire development – Lot 15, Building 1500	6950 Stagecoach Drive Apt 1513
Aspire development – Lot 15, Building 1500	6950 Stagecoach Drive Apt 1514
Aspire development - Lot 16, Building 1600	6950 Stagecoach Drive Apt 1601
Aspire development – Lot 16, Building 1600	6950 Stagecoach Drive Apt 1602
Aspire development – Lot 16, Building 1600	6950 Stagecoach Drive Apt 1603
Aspire development - Lot 16, Building 1600	6950 Stagecoach Drive Apt 1604
Aspire development – Lot 17, Building 1700	6950 Stagecoach Drive Apt 1701
Aspire development - Lot 17, Building 1700	6950 Stagecoach Drive Apt 1702
Aspire development - Lot 17, Building 1700	6950 Stagecoach Drive Apt 1703
Aspire development – Lot 17, Building 1700	6950 Stagecoach Drive Apt 1704
Aspire development – Lot 18, Building 1800	6950 Stagecoach Drive Apt 1801
Aspire development – Lot 18, Building 1800	6950 Stagecoach Drive Apt 1802
Aspire development – Lot 18, Building 1800	6950 Stagecoach Drive Apt 1803
Aspire development – Lot 18, Building 1800	6950 Stagecoach Drive Apt 1804
Aspire development – Lot 18, Building 1800	6950 Stagecoach Drive Apt 1805
Aspire development - Lot 18, Building 1800	6950 Stagecoach Drive Apt 1806
Aspire development – Lot 18, Building 1800	6950 Stagecoach Drive Apt 1807
Aspire development – Lot 18, Building 1800	6950 Stagecoach Drive Apt 1808

Aspire development – Lot 18, Building 1800	6950 Stagecoach Drive Apt 1809
Aspire development – Lot 18, Building 1800	6950 Stagecoach Drive Apt 1810
Aspire development – Lot 18, Building 1800	6950 Stagecoach Drive Apt 1811
Aspire development – Lot 18, Building 1800	6950 Stagecoach Drive Apt 1812
Aspire development – Lot 19, Building 1900	6950 Stagecoach Drive Apt 1901
Aspire development – Lot 19, Building 1900	6950 Stagecoach Drive Apt 1902
Aspire development – Lot 19, Building 1900	6950 Stagecoach Drive Apt 1903
Aspire development – Lot 19, Building 1900	6950 Stagecoach Drive Apt 1904
Aspire development – Lot 19, Building 1900	6950 Stagecoach Drive Apt 1905
Aspire development – Lot 19, Building 1900	6950 Stagecoach Drive Apt 1906
Aspire development - Lot 19, Building 1900	6950 Stagecoach Drive Apt 1907
Aspire development - Lot 19, Building 1900	6950 Stagecoach Drive Apt 1908
Aspire development – Lot 19, Building 1900	6950 Stagecoach Drive Apt 1909
Aspire development - Lot 19, Building 1900	6950 Stagecoach Drive Apt 1910
Aspire development - Lot 19, Building 1900	6950 Stagecoach Drive Apt 1911
Aspire development – Lot 19, Building 1900	6950 Stagecoach Drive Apt 1912
Aspire development - Lot 20, Building 2000	6950 Stagecoach Drive Apt 2001
Aspire development - Lot 20, Building 2000	6950 Stagecoach Drive Apt 2002
Aspire development – Lot 20, Building 2000	6950 Stagecoach Drive Apt 2003
Aspire development – Lot 20, Building 2000	6950 Stagecoach Drive Apt 2004
Aspire development - Lot 20, Building 2000	6950 Stagecoach Drive Apt 2005
Aspire development - Lot 20, Building 2000	6950 Stagecoach Drive Apt 2006
Aspire development – Lot 20, Building 2000	6950 Stagecoach Drive Apt 2007
Aspire development – Lot 20, Building 2000	6950 Stagecoach Drive Apt 2008
Aspire development – Lot 20, Building 2000	6950 Stagecoach Drive Apt 2009
Aspire development – Lot 20, Building 2000	6950 Stagecoach Drive Apt 2010
Aspire development – Lot 20, Building 2000	6950 Stagecoach Drive Apt 2011
Aspire development – Lot 20, Building 2000	6950 Stagecoach Drive Apt 2012
Aspire development – Lot 21, Building 2100	6950 Stagecoach Drive Apt 2101
Aspire development -Lot 21, Building 2100	6950 Stagecoach Drive Apt 2102
Aspire development – Lot 21, Building 2100	6950 Stagecoach Drive Apt 2103
Aspire development – Lot 21, Building 2100	6950 Stagecoach Drive Apt 2104
Aspire development – Lot 21, Building 2100	6950 Stagecoach Drive Apt 2105
Aspire development – Lot 21, Building 2100	6950 Stagecoach Drive Apt 2106
Aspire development – Lot 21, Building 2100	6950 Stagecoach Drive Apt 2107
Aspire development – Lot 21, Building 2100	6950 Stagecoach Drive Apt 2108
Aspire development – Lot 21, Building 2100	6950 Stagecoach Drive Apt 2109
Aspire development – Lot 21, Building 2100	6950 Stagecoach Drive Apt 2110
Aspire development – Lot 21, Building 2100	6950 Stagecoach Drive Apt 2111
Aspire development Lot 21, Building 2100	6950 Stagecoach Drive Apt 2112
Aspire development – Lot 22, Building 2200	6950 Stagecoach Drive Apt 2201

Agains development T at 22 Duilding 2200	(050 St
Aspire development – Lot 22, Building 2200	6950 Stagecoach Drive Apt 2202
Aspire development – Lot 22, Building 2200	6950 Stagecoach Drive Apt 2203
Aspire development – Lot 22, Building 2200	6950 Stagecoach Drive Apt 2204
Aspire development – Lot 23, Building 2300	6950 Stagecoach Drive Apt 2301
Aspire development – Lot 23, Building 2300	6950 Stagecoach Drive Apt 2302
Aspire development - Lot 23, Building 2300	6950 Stagecoach Drive Apt 2303
Aspire development - Lot 23, Building 2300	6950 Stagecoach Drive Apt 2304
Aspire development – Lot 24, Building 2400	6950 Stagecoach Drive Apt 2401
Aspire development – Lot 24, Building 2400	6950 Stagecoach Drive Apt 2402
Aspire development – Lot 24, Building 2400	6950 Stagecoach Drive Apt 2403
Aspire development – Lot 24, Building 2400	6950 Stagecoach Drive Apt 2404
Aspire development – Lot 25, Building 2500	6950 Stagecoach Drive Apt 2501
Aspire development – Lot 25, Building 2500	6950 Stagecoach Drive Apt 2502
Aspire development - Lot 25, Building 2500	6950 Stagecoach Drive Apt 2503
Aspire development – Lot 25, Building 2500	6950 Stagecoach Drive Apt 2504
Aspire development – Lot 25, Building 2500	6950 Stagecoach Drive Apt 2505
Aspire development – Lot 26, Building 2600	6950 Stagecoach Drive Apt 2601
Aspire development – Lot 26, Building 2600	6950 Stagecoach Drive Apt 2602
Aspire development – Lot 26, Building 2600	6950 Stagecoach Drive Apt 2603
Aspire development – Lot 26, Building 2600	6950 Stagecoach Drive Apt 2604
Aspire development - Lot 26, Building 2600	6950 Stagecoach Drive Apt 2605
Aspire development – Lot 26, Building 2600	6950 Stagecoach Drive Apt 2606
	<del></del>

## CITY OF WEST DES MOINES CITY COUNCIL MEETING COMMUNICATION

Date: June 15, 2015

ITEM: Maple Grove West Plat 6, 1655 98th Street – subdivide property into 48 lots for townhome development and one outlot for common ground – Rock Equity Holdings LLC. – FP-002699-2015

**RESOLUTION: Approval and Release of Final Plat** 

FINANCIAL IMPACT: Undetermined.

**BACKGROUND:** Rock Equity Holdings, LLC, requests approval of a Final Plat to subdivide property located at 1655 98<sup>th</sup> street into 48 lots for townhome development and one outlot for common property (see Exhibit I - Location Map and Exhibit II - Final Plat). The preliminary plat was approved by the City Council on April 6, 2015

CITY COUNCIL SUBCOMMITTEE: The preliminary plat was reviewed by the Subcommittee on January 29, 2015. The final plat is consistent with the preliminary therefore the final plat was not presented again to the Subcommittee.

OUTSTANDING ISSUES: There are no outstanding issues.

As part of this approval, the City Council is approving and accepting the following:

- Bond in lieu of installing buffer landscaping
- Bonds in lieu of construction and acceptance of sidewalks
- Ingress/Egress Easement

COMPREHENSIVE PLAN CONSISTENCY: The project has been reviewed for consistency with the Comprehensive Plan. Based upon that review, a finding has been made that the proposed project is consistent with the Comprehensive Plan in that the project is consistent with all of the goals and policies of the Comprehensive Plan and the land use map of the Comprehensive Plan.

**RECOMMENDATION:** Based upon the preceding review and a finding of consistency with the goals and policies of the Comprehensive Plan, staff recommends the City Council approve the Final Plat, Maple Grove West Plat 6, to subdivide property into 48 lots for townhome development and one outlot for common property, subject to the applicant complying with all applicable City Code requirements and the following:

- 1. That the landscape buffer be installed according to the site plan and acceptable to the City prior to the release of any occupancy permit in the last building constructed;
- 2. That the public sidewalk be installed, inspected, and accepted by the City, prior to the release of the last of any occupancy permit in the last building constructed.

Lead Staff Member: Kara V. Tragesser, AICP

STAFF REVIEWS:			
Department Director		 	
Appropriations/Finance	100		
Legal	4015		
Agenda Acceptance	- RTG		
	// //		

#### PUBLICATION(S) (if applicable)

Published In	n/a	
Date(s) Published	n/a	
Letter sent to sur owners	rounding property	n/a

#### SUBCOMMITTEE REVIEW (if applicable)

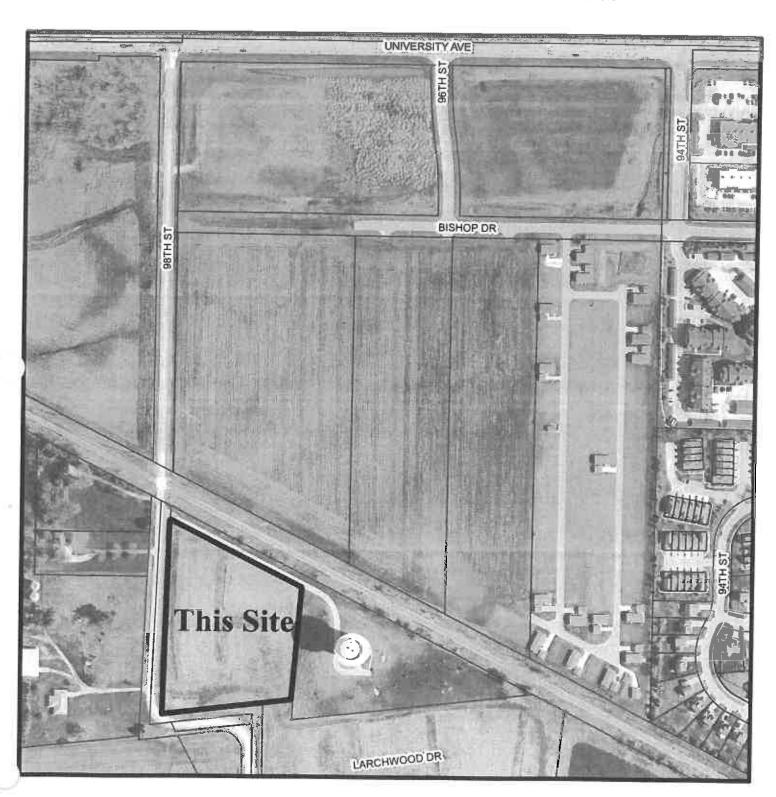
Committee	n/a n/a Yes  No  Split  Split				
Date Reviewed	n/a		-		
Recommendation	Yes □	No □	Split □		

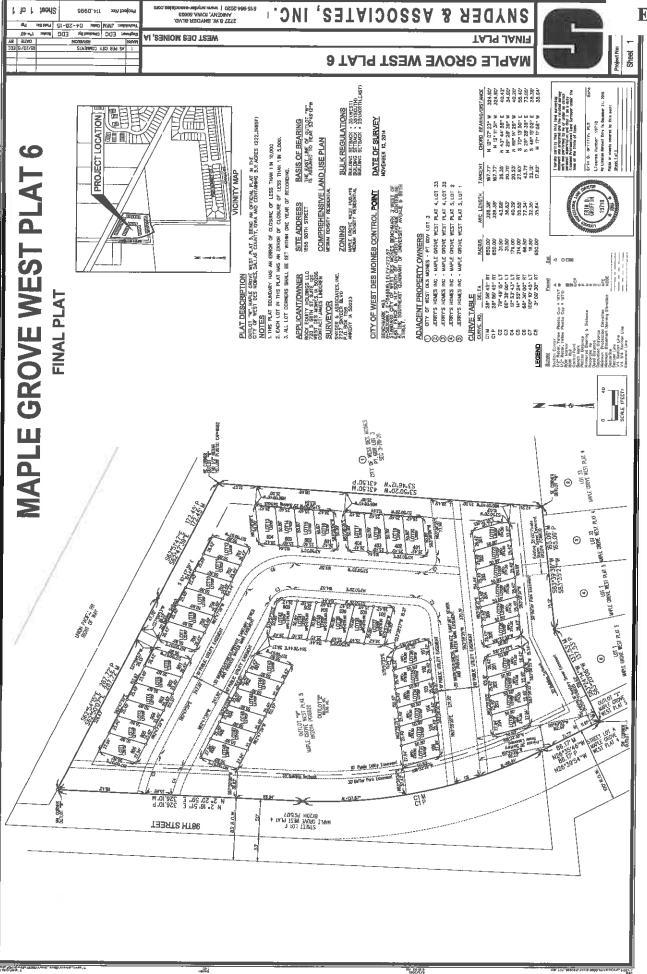
#### ATTACHMENTS:

Location Map Exhibit I Exmit I
Exhibit II
Exhibit III Final Plat

Resolution: Approval and Release of Final Plat

# General Location Map Maple Grove West Plat 6 South of UP Railroad East of 98th Street





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, ACCEPTING SURERTY IN LIEU OF PUBLIC IMPROVEMENTS AND APPROVING AND RELEASING THE FINAL PLAT, MAPLE GROVE WEST PLAT 6 (FP-002699-2015) FOR THE PURPOSE OF PLATTING PROPERTY INTO 48 TOWNHOME LOTS AND ONE OUTLOT FOR COMMON GROUND

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, Rock Equity Holdings LLC., has requested approval for a Final Plat (FP-002699-2015) for that 5.11 acres located at 1655 98th Street for the purpose of subdividing the property into 48 townhomes lots and one outlot for common ground;

#### Legal Description

Outlot W, Maple Grove West Plat 5, 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 are made a part of this record and herein incorporated by reference:

WHEREAS, the West Des Moines Plan and Zoning Commission has reviewed the Preliminary Plat for Maple Grove West Plat 6 and recommended approval on March 30, 2015;

WHEREAS, the Final Plat that was submitted for review was determined to be generally consistent with the Preliminary Plat for Maple Grove Plat 6 that was reviewed and approved by the City Council on April 6, 2015;

WHEREAS, on June 15, 2015, this City Council held a duly-noticed meeting to consider the application for Maple Grove West Plat 6 Final Plat;

WHEREAS, the applicant has provided surety in lieu of installation of public sidewalk;

WHEREAS. The applicant has provided surety in lieu of installation of buffer landscaping;

WHEREAS, the applicant has provided an ingress/egress easement for the private road in the development;

WHEREAS, the City of West Des Moines assigns addresses to the lots in this plat according to Exhibit B:

WHEREAS, Maple Grove West Plat 6 is zoned Maple Grove West Planned Unit Development and meets all requirements of the City's Zoning Code.

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

<u>SECTION 1</u>. The findings of consistency with the Comprehensive Plan as stated in the staff report, or as amended orally at the City Council hearing, are adopted.

SECTION 2. Final Plat, Maple Grove West Plat 6 is approved, subject to compliance with all the conditions in the staff report, including conditions added at the Hearing, if any, and attached hereto as Exhibit "A". Violation of any such conditions shall be grounds for revocation of the entitlement, as well as any other remedy which is available to the City.

<u>SECTION 3.</u> This resolution <u>does release</u> the Maple Grove West Plat 6 Final Plat for recordation. The City Council of West Des Moines directs the City Clerk to release said plat for recordation in accordance with said City Council approval of the final plat on June 15, 2015 and Roll Call No.

#### **CERTIFICATE**

I, Ryan T. Jacobson, City Clerk for West Des Moines, held on June 15 approved said plat on June 15, 201	, 2015, among other pro	oceedings, Roll Call No	e City Council of said City of
Ryan T. Jacobson City Clerk IN WITNESS WHEREOF, I have	e hereunto set my hand	this 8th day of June 2105.	
Steven K. Gear, Mayor		·	
ATTEST:			
Ryan T. Jacobson City Clerk			

## **EXHIBIT A**Conditions of Approval

- 1. That the landscape buffer be installed according to the site plan and acceptable to the City prior to the release of any occupancy permit in the last building constructed;
- 2. That the public sidewalk be installed, inspected, and accepted by the City, prior to the release of the last of any occupancy permit in the last building constructed.

1655 98th St Unit 906	Maple Grove West P6, Lot 1
1656 98th St Unit 905	Maple Grove West P6, Lot 2
1655 98th St Unit 904	Maple Grove West P6, Lot 3
1655 98th St Unit 903	Maple Grove West P6, Lot 4
1655 98th St Unit 902	Maple Grove West P6, Lot 5
1655 98th St Unit 901	Maple Grove West P6, Lot 6
1655 98th St Unit 706	Maple Grove West P6, Lot 7
1655 98th St Unit 705	Maple Grove West P6, Lot 8
1655 98th St Unit 704	Maple Grove West P6, Lot 9
1655 98th St Unit 703	Mapie Grove West P6, Lot 10
1655 98th St Unit 702	Maple Grove West P6, Lot 11
1655 98th St Unit 701	Maple Grove West P6, Lot 12
1655 98th St Unit 604	Maple Grove West P6, Lot 13
1655 98th St Unit 603	Maple Grove West P6, Lot 14
1655 98th St Unit 602	Maple Grove West P6, Lot 15
1655 98th St Unit 601	Maple Grove West P6, Lot 16
1655 98th St Unit 404	Maple Grove West P6, Lot 17
1655 98th St Unit 403	Maple Grove West P6, Lot 18
1655 98th St Unit 402	Maple Grove West P6, Lot 19
1655 98th St Unit 401	Maple Grove West P6, Lot 20
1655 98th St Unit 301	Maple Grove West P6, Lot 21
1655 98th St Unit 302	Maple Grove West P6, Lot 22
1655 98th St Unit 303	Maple Grove West P6, Lot 23
1655 98th St Unit 304	Maple Grove West P6, Lot 24
1655 98th St Unit 305	Maple Grove West P6, Lot 25
1655 98th St Unit 306	Maple Grove West P6, Lot 26
1655 98th St Unit 201	Maple Grove West P6, Lot 27
1655 98th St Unit 202	Maple Grove West P6, Lot 28
1655 98th St Unit 203	Maple Grove West P6, Lot 29
1655 98th St Unit 204	Maple Grove West P6, Lot 30
1655 98th St Unit 106	Maple Grove West P6, Lot 31
1655 98th St Unit 105	Maple Grove West P6, Lot 32
1655 98th St Unit 104	Maple Grove West P6, Lot 33
1655 98th St Unit 103	Maple Grove West P6, Lot 34
1655 98th St Unit 102	Maple Grove West P6, Lot 35
1655 98th St Unit 101	Maple Grove West P6, Lot 36
1655 98th St Unit 501	Maple Grove West P6, Lot 37
1655 98th St Unit 502	Maple Grove West P6, Lot 38
1655 98th St Unit 503	Maple Grove West P6, Lot 39
1655 98th St Unit 504	Maple Grove West P6, Lot 40
1655 98th St Unit 505	Maple Grove West P6, Lot 41
1655 98th St Unit 506	Maple Grove West P6, Lot 42
1655 98th St Unit 801	Maple Grove West P6, Lot 43
1655 98th St Unit 802	Maple Grove West P6, Lot 44
1655 98th St Unit 803	Maple Grove West P6, Lot 45
1655 98th St Unit 804	Maple Grove West P6, Lot 46
1655 98th St Unit 805	Maple Grove West P6, Lot 47
1655 98th St Unit 806	Maple Grove West P6, Lot 48

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

Date: June 15, 2015

ITEM: Pemberley Hills Plat 1 (fka Barnes Estates), Generally located on the southwest corner of Colt Drive and 60th Street - Subdivide property into 41 single family lots, six (6) street lots, and two (2) outlots for detention - Barnes Estates, LLC -FP-002613-2015

RESOLUTION: Acceptance of Public Improvements and Approval and Release of Final Plat

FINANCIAL IMPACT: Undetermined.

BACKGROUND: The applicant, Barnes Estates, LLC, represented by Dean Roghair of Civil Design Advantage, LLC, is requesting approval of a Final Plat for approximately 16.2 acres generally located on the southwest corner of Colt Drive and 60th Street. The applicant proposes to subdivide the property into 41 lots for single family development, 6 lots for public streets, and 2 outlots for detention.

The associated Barnes Estates Preliminary Plat was approved by the City Council on July 28, 2014. The applicant has since requested to change the development name to Pemberley Hills and has labeled the subject Final Plat as such.

CITY COUNCIL SUBCOMMITTEE: This item was presented to the Development and Planning City Council Subcommittee on February 26, 2015 as an informational item only. No discussion was had and no disagreement with the proposal was expressed.

OUTSTANDING ISSUES: There are no outstanding issues. The applicant has stated that they are in agreement with all of staff's recommendations and conditions.

As part of this approval, the Council is approving and accepting the following:

- Public improvements associated with the construction of Aspen Drive, 62<sup>nd</sup> Street, 63<sup>rd</sup> Street, Acadia Drive, public sanitary sewer, and public storm sewer;
- Surety for the installation of sidewalks adjacent to public streets within the development;
- A deed for Street Lot(s) A, B, C, D, E & F to be dedicated as public street right(s)-of-way:
- A deed for Outlots Y and Z to Pemberlev Hills Owner's Association
- Legal documents to establish public easements for sanitary sewer and storm sewer;
- Storm Water Management Maintenance Facility Covenant and Permanent Easement Agreement for this property;
- Parkland Dedication Agreement

COMPREHENSIVE PLAN CONSISTENCY: The project has been reviewed for consistency with the Comprehensive Plan. Based upon that review, a finding has been made that the proposed project is consistent with the Comprehensive Plan in that the project is consistent with all of the goals and policies of the Comprehensive Plan and the land use map of the Comprehensive Plan.

RECOMMENDATION: Based upon the preceding review and a finding of consistency with the goals and policies of the Comprehensive Plan, staff recommends the City Council approve the Final Plat, Pemberley Hills Plat 1 to establish 41 lots for single family development, 6 public street lots and 2 outlots, subject to the applicant complying with all applicable City Code requirements.

Lead Staff Member: Brian Portz



Staff Reviews:			
Department Director	1 11	· · · · · · · · · · · · · · · · · · ·	
Appropriations/Finance	( )	 	
Legal	JRIJ	 	
Agenda Acceptance	RTa	 	

#### PUBLICATION(S) (if applicable)

Published In	n/a	
Date(s) Published	n/a	
Letter sent to sur owners	rounding property	n/a

#### SUBCOMMITTEE REVIEW (if applicable)

Committee	Development & Planning						
Date Reviewed	February 26, 2	015					
Recommendation	Yes ⊠	No 🗆	Split 🗆				

#### ATTACHMENTS:

Exhibit I - Location Map
Exhibit II - Final Plat

Exhibit III - Resolution: Accepting Public Improvements and Approval and Release of Final

Plat

Exhibit A Conditions of Approval

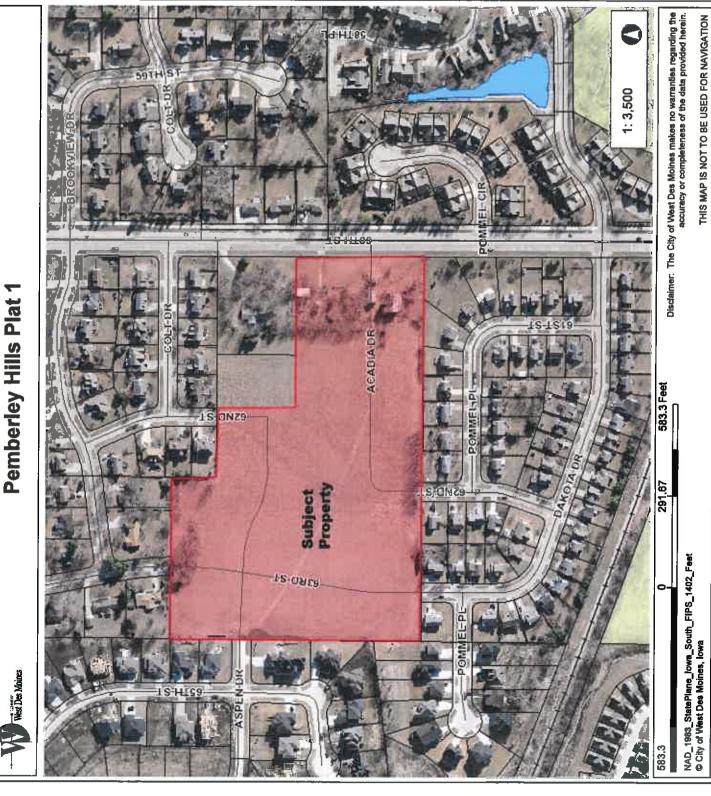


Legend

Parcels

Parks

Greenways



#### **LEGAL DESCRIPTION**

A PART OF LOT 3, BARNES FARM, AN OFFICIAL PLAT, IN THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 3; THENCE NORTH 00'02'55' EAST ALONG WEST LINE OF SAID LOT 3, A DISTANCE OF 151.14 FEET TO THE SOUTHEAST CORNER OF ENCLAVE OF ASHWORTH PLAT 1, AN OFFICIAL PLAT; THENCE NORTH 00'07'32' EAST CONTINUING ALONG SAID WEST LINE, 642.85 FEET TO THE NORTHWEST CORNER OF SAID LOT 3, BARNES FARM AND THE SOUTHWEST CORNER OF BARNES HEIGHTS PLAT TWO, AN OFFICIAL PLAT, THENCE NORTH 85'45'05' EAST ALONG NORTH LINE OF SAID LOT 3, A DISTANCE OF 199.70 FEET TO THE SOUTHEAST CORNER OF SAID LOT 4, BARNES HEIGHTS PLAT TWO; THENCE SOUTH 88'45'25' EAST ALONG THE NORTH LINE OF SAID LOT 3, A DISTANCE OF 314.66 FEET TO THE SOUTHEAST CORNER OF SAID LOT 3, A DISTANCE OF MRENWOOD PLAT 1, AN OFFICIAL PLAT; THENCE SOUTH 074'34' EAST ALONG THE WEST LINE OF WRENWOOD PLAT 1, AN OFFICIAL PLAT; THENCE SOUTH 074'34' EAST ALONG THE WEST LINE OF WRENWOOD PLAT 1, AN OFFICIAL PLAT; THENCE SOUTH 074'34' EAST ALONG THE WEST LINE OF WRENWOOD PLAT 1, AN OFFICIAL PLAT; THENCE NORTH 88'43'05' EAST ALONG THE SOUTH SOUTH 89'43'05' EAST ALONG THE SOUTH CORNER OF LOT 13 OF SAID WRENWOOD PLAT 1; THENCE SOUTH 0"15"03" EAST, 193.26 FEET; THENCE SOUTH 89"43"10" WEST, 34.94 FEET; THENCE SOUTH 0"16"50" EAST, 133.26 FEET THENCE NORTH 89"43"10" EAST, 515.06 FEET; THENCE SOUTH 019'00' EAST, 326.55 FEET TO THE SOUTH LINE OF SAID LOT 3, BARNES FARM; THENCE SOUTH 89'43'10' WEST ALONG SAID SOUTH LINE, 1218.82 FEET TO THE POINT OF BEGINNING AND CONTAINING 18.22 ACRES (708,355 SQUARE FEET) THE PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS, COVENANTS AND RESTRICTIONS OF RECORD.

C15 5'21'20" 970.00' 90.67' N2'23'51"E 90.63'

#### **EXISTING COMPREHENSIVE** PLAN DESIGNATION

SINGLE FAMILY RESIDENTIAL

#### BENCHMARKS

WDM BM# 7 STANDARD MONUMENT @ NW CORNER OF ASHWORTH & PRAIRIE VIEW DRIVE ELEVATION=210.73

WDM BM# 128 STANDARD MONUMENT © NW CORNER OF PRAIRIE VIEW DRIVE & EP TRUE PKWY ELEVATION=136.28

#### NOTE

- 1. THE ERROR OF CLOSURE FOR THIS FINAL PLAT IS WITHIN ALLOWABLE LIMITS.
  2. ALL BEARINGS ARE BASED ON AN ASSUMED MERIDIAN FOR COMPUTATION PURPOSES.
  3. ALL CORNERS WILL BE SET WITHIN ONE YEAR OF RECORDING.
  4. SPOT ELEVATIONS LISTED ON THE FINAL PLAT ARE LOCATED AT THE BOTTOM OF THE SWALE WITHIN THE OVERLAND FLOWAGE EASEMENT.
  5. HOMEOWNER SHALL BE RESPONSIBLE FOR INSTALLING 5'X5' SIDEWALK PASSING AREAS THROUGH DRIVEWAYS AND AS SHOWN ON THE CONSTRUCTION PLANS FOR PEMBERLEY HILLS PLAT 1 PER PROWAGE REQUIREMENTS.
- CONSTRUCTION PLANS FOR PEMBERLEY HILLS PLAT 1 PER PROWAG REQUIREMENTS.

  LOT 16 MPE = 161.3 NORTH AND 176.0 WEST.

  LOT 18 MPE VARIES THROUGHOUT THE LOT AND IS ESTABLISHED AS ONE FOOT ABOVE ADJACENT FINAL GRADE. DRAINAGE IN THE REAR OVERLAND FLOWAGE EASEMENT DRAINS NORTH AND WILL NOT BE IMMEDIATELY ADJACENT TO THE HOUSE, SO IT WILL NOT SET THE MPE.

  LOTS 8 AND 9 SHALL NOT HAVE DRIVEWAY ACCESS TO 60TH STREET. ANY ELEVATIONS SHOWN ON THE FINAL PLAT WERE PROVIDED BY PROJECT ENGINEER AND ARE NOT CERTIFIED BY THIS SURVEYOR.

#### **OWNER/DEVELOPER:**

BARNES ESTATES, LLC 8900 WESTOWN PARKWAY WEST DES MOINES, IOWA 50266

#### **ENGINEER / SURVEYOR:**

CIVIL DESIGN ADVANTAGE 3405 SE CROSSROADS DRIVE, SUITE G GRIMES, IOWA 50111

#### DATE OF SURVEY:

APRIL 29, 2014

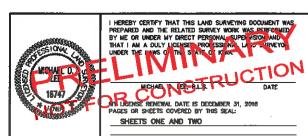
#### **ZONING:**

#### **BULK REGULATIONS:**

MINIMUM LOT WIDTH = 80° FRONT YARD SETBACK = 35' REAR YARD SETBACK = 35' SIDE YARD SETBACK = 20' COMBINED (MIN. 8' ONE SIDE)

CUR	VE DA	TA:															
CURVE	DELTA	RADIUS	LENGTH	BEARING	CHORD	CURVE	DELTA	RADIUS	LENGTH	BEARING	CHORD	CURVE	DELTA	RADIUS	LENGTH	BEARING	CHORD
C1	8'45'22"	1000.00	152.62	N4'05'52"E	152.67'	C16	3'24'02"	970.00	57.57	N6°46'32"E	57.56*	C31	3'05'16"	970.00	52.29*	S1'09'32"W	52.28
Ç2	8'51'39"	1000.00	154.65	N4'02'43"E	154.50	C17	67"14'16"	25.00'	38.06*	N52'05'41"E	34.49	C32	5"24"20"	970.00*	91.52	S5'24'22"W	91.45
Ç3	0'01'26"	786.66	0.33'	N0"23"50"W	0.33	C18	1914'26"	320.00	107.46	574'39'58"E	106.961	C33	82'01'00"	25.00	35.79	S49'07'02"W	32.81
C4	24'49'43	350.00	151.67	S77"27"37"E	150.49	C19	10'42'46"	380.00	71.05	S70"24"08"E	70.95	C34	98"21"01"	25.00	42.91	\$40'41'58"E	37.84
C5	25"14'05"	350.00	154.15	S77'39'48"E	152.91	C20	12'58'15"	380.00*	86.03	S8214'38"E	85.84	C35	3'02'03"	1030.00	54.54	S6'57'31"W	54.54
C6	89'59'59"	50.00*	78.54	N44'43'10"E	70.71	C21	1'33'04"	380.00	10.29	S89'30'18"E	10.29	C38	5'00'57"	1030.00	90.17	52'56'01"W	90.14
<b>C7</b>	89"59"59"	20.00	31.42	N44'43'10"E	25.28	Ç22	89'58'12"	25.00°	39.26	S44'44'03"W	35.35'	C37	0"42"22"	1030.00	12.69"	S0'04'22"W	12.89
Ç8	89'57'50"	25.00	39.25	S4517'55"E	35.34"	C23	16"23"01"	320.00	91.50	N82'05'20"W	91.19	C38	55"25"59"	25.00	24.19	N62'00'10"E	23.25
C9	90'02'10"	25.00"	39.29'	S44'42'05"W	35.37°	C24	8"51"04"	320.00	49.43'	N69"28'17"W	49.39'	C42	0'33'15"	1030.00	9.96*	N7'07'45"E	9.961
C10	1*28'47"	50.00*	1.29"	N89'32'27"W	1.29*	C25	3'31'50"	380.00	23.41	N66'45'40"W	23.41	C44	0°23'14"	970.00	6.55	N7'54'55"E	6.55
C11	24"10"50"	50.00*	21.10	N76'42'38"W	20.95	C26	14"59"08"	380.00*	99.39"	N76"04'09"W	99.11"	C45	0"22"01"	970.00*	6.21*	N67732"E	6.21
C12	98'22'30"	55.00'	94.43	S6611'32"W	83.25	C27	90"58"06"	25.00	39.69	N38'04'40"W	35.65	C46	1'04'10"	1030.00	19.23	N7'56'28"E	19.22
C13	42'56'43"	55.00	41.22	S4'28'05"E	40.27	C28	4"45"00"	1030.00	55.39	N5'01'53"E	85.37						
C14	25'39'37	50.00*	22.39'	S13'06'36"E	22.21	C29	3'02'29"	1030.00	54.68	N1'08'08"E	54.67*						

C30 0'02'59" 756.68' 0.66' S0'24'36"E 0.66'



1402.085

3405 S.E. CROSSROADS DRIVE, S GRIMES, IOWA 50111 PHONE: (515) 369-4400 FAX: (515)

4

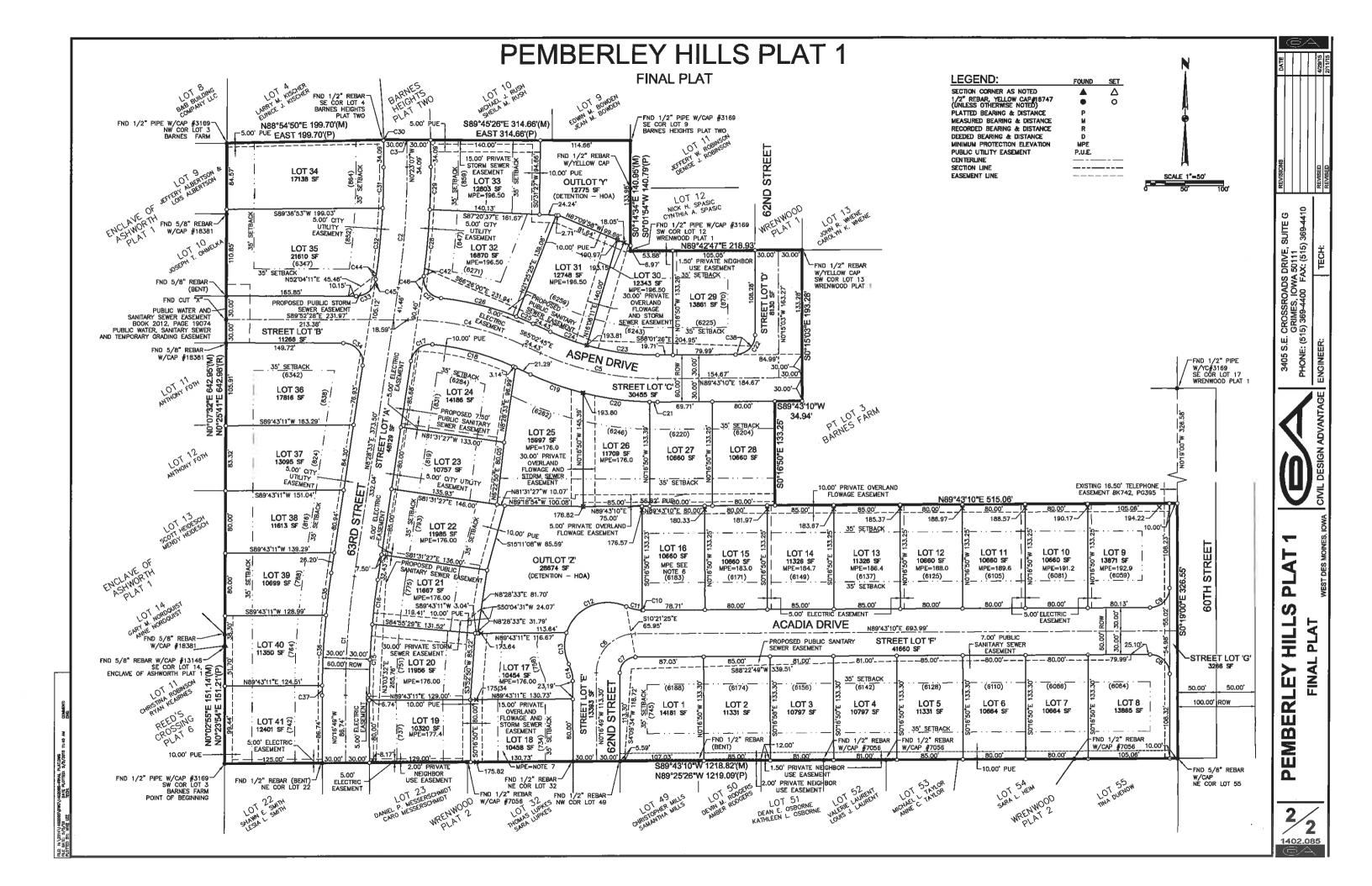
4 S

H

**EMBERLEY** 

4

PLAT



Prepared by: B. Portz, City of West Des Moines Development Services, P.O. Box 65320, West Des Moines, IA 50265-0320, 515-222-3620 When Recorded, Return to: City Clerk, City of West Des Moines, P.O. Box 65320, West Des Moines, IA 50265-0320

#### RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, ACCEPTING PUBLIC IMPROVEMENTS AND APPROVING AND RELEASING THE FINAL PLAT, PEMBERLEY HILLS PLAT 1 (FP-002613-2015) FOR THE PURPOSE OF CREATING 41 LOTS FOR SINGLE FAMILY DEVELOPMENT, 6 PUBLIC STREET LOTS AND 2 OUTLOTS

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, Barnes Estates, LLC, has requested approval for a Final Plat (FP-002613-2015) for that 16.2 acre site generally located on the southwest corner of Colt Drive and 60<sup>th</sup> Street to subdivide the property into 41 single family detached lots, 6 public street lots for dedication to the City, and 2 outlots for detention;

#### Legal Description

A PART OF LOT 3, BARNES FARM, AN OFFICIAL PLAT, IN THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 3; THENCE NORTH 00°02'55" EAST ALONG WEST LINE OF SAID LOT 3, A DISTANCE OF 151,14 FEET TO THE SOUTHEAST CORNER OF ENCLAVE OF ASHWORTH PLAT 1, AN OFFICIAL PLAT; THENCE NORTH 00°07'32" EAST CONTINUING ALONG SAID WEST LINE, 642.95 FEET TO THE NORTHWEST CORNER OF SAID LOT 3, BARNES FARM AND THE SOUTHWEST CORNER OF BARNES HEIGHTS PLAT TWO, AN OFFICIAL PLAT, THENCE NORTH 88°54'50" EAST ALONG NORTH LINE OF SAID LOT 3, A DISTANCE OF 199.70 FEET TO THE SOUTHEAST CORNER OF SAID LOT 4, BARNES HEIGHTS PLAT TWO; THENCE SOUTH 89°45'26" EAST ALONG THE NORTH LINE OF SAID LOT 3, A DISTANCE OF 314.66 FEET TO THE SOUTHEAST CORNER OF LOT 9, BARNES HEIGHTS PLAT TWO AND THE WEST LINE OF WRENWOOD PLAT 1, AN OFFICIAL PLAT; THENCE SOUTH 0°14'34" EAST ALONG THE WEST LINE OF WRENWOOD PLAT 1, AN OFFICIAL PLAT, 140.95 FEET TO THE SOUTHWEST CORNER OF SAID WRENWOOD PLAT 1; THENCE NORTH 89°43'05" EAST ALONG THE SOUTH LINE OF SAID WRENWOOD PLAT 1. A DISTANCE OF 218.93 FEET TO THE SOUTHWEST CORNER OF LOT 13 OF SAID WRENWOOD PLAT 1: THENCE SOUTH 0°15'03" EAST, 193.26 FEET; THENCE SOUTH 89°43'10" WEST, 34.94 FEET; THENCE SOUTH 0°16'50" EAST, 133.25 FEET THENCE NORTH 89°43'10" EAST, 515.06 FEET; THENCE SOUTH 0°19'00" EAST, 326.55 FEET TO THE SOUTH LINE OF SAID LOT 3, BARNES FARM; THENCE SOUTH 89°43'10" WEST ALONG SAID SOUTH LINE, 1218.82 FEET TO THE POINT OF BEGINNING AND CONTAINING 16.22 ACRES (706,355 SOUARE FEET) THE PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS, COVENANTS AND RESTRICTIONS OF RECORD.

WHEREAS, studies and investigations were made, and staff reports and recommendations were submitted which is made a part of this record and herein incorporated by reference;

WHEREAS, the West Des Moines Plan and Zoning Commission has reviewed the Preliminary Plat for Barnes Estates and recommended approval on July 23, 2014, and;

WHEREAS, the Final Plat that was submitted for review was determined to be generally consistent with the Preliminary Plat for Barnes Estates that was reviewed and approved by the City Council on July 28, 2014, and;

WHEREAS, on June 15, 2015, this City Council held a duly-noticed meeting to consider the application for Pemberley Hills Plat 1 Final Plat (FP-002613-2015) and;

WHEREAS, the West Des Moines City Council adopted a resolution which approved the Final Plat for Pemberley Hills Plat 1 at their meeting on June 15, 2015, subject to any conditions of approval, and;

WHEREAS, the City Council did accept public improvements associated with the construction of 62<sup>nd</sup> Street, 63<sup>rd</sup> Street, Aspen Drive, Acadia Drive, public sanitary sewer, and public storm sewer within the plat boundaries, and;

WHEREAS, the applicant has supplied a deed to the City of West Des Moines for Street Lot(s) A, B, C, D, E & F to be dedicated as public street right(s)-of-way, and;

WHEREAS, the necessary easements have been established for sanitary sewer and storm sewer, and;

WHEREAS, the City Council did accept surety for the construction of sidewalks within the plat, and;

WHEREAS, the City Council did accept the Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement for this property;

WHEREAS, the City Council did accept the Parkland Dedication Agreement for the subject plat, and;

WHEREAS, the City Council approves of the following address assignments:

```
Lot 1 = 745 62<sup>nd</sup> Street & 6188 Acadia Drive
Lot 2 = 6174 Acadia Drive
Lot 3 = 6156 Acadia Drive
Lot 4 = 6142 Acadia Drive
Lot 5 = 6128 Acadia Drive
Lot 6 = 6110 Acadia Drive
Lot 7 = 6086 Acadia Drive
Lot 8 = 6064 Acadia Drive
Lot 9 = 6059 Acadia Drive
Lot 10 = 6081 Acadia Drive
Lot 11 = 6105 Acadia Drive
Lot 12 = 6125 Acadia Drive
Lot 13 = 6137 Acadia Drive
Lot 14 = 6149 Acadia Drive
Lot 15 = 6171 Acadia Drive
Lot 16 = 6183 Acadia Drive
Lot 17 = 758 62^{nd} Street
Lot 18 = 734 62^{nd} Street
Lot 19 = 737 63^{rd} Street
Lot 20 = 751 63^{rd} Street
Lot 21 = 775 63^{rd} Street
Lot 22 = 793 63^{rd} Street
Lot 23 = 819 63^{rd} Street
Lot 24 = 731 63^{rd} Street & 6284 Aspen Drive
Lot 25 = 6262 Aspen Drive
Lot 26 = 6246 Aspen Drive
```

Lot 27 = 6220 Aspen Drive Lot 28 = 6204 Aspen Drive

Lot  $29 = 870 62^{nd}$  Street

Lot 30 = 6243 Aspen Drive

Lot 31 = 6259 Aspen Drive

Lot 32 = 6271 Aspen Drive & 847  $63^{rd}$  Street

Lot  $33 = 859 \ 63^{rd}$  Street

Lot  $34 = 864 63^{rd}$  Street

Lot  $35 = 852 63^{rd}$  Street & 6347 Aspen Drive

Lot  $36 = 838 63^{rd}$  Street & 6342 Aspen Drive

Lot  $37 = 824 63^{rd}$  Street

Lot 38 = 816 63rd Street

Lot  $39 = 788 63^{rd}$  Street

Lot  $40 = 764 63^{rd}$  Street

Lot  $41 = 742 63^{rd}$  Street

WHEREAS, Pemberley Hills Plat 1 is zoned RS-10, Residential Single Family and meets all requirements of the City's Zoning Code.

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

<u>SECTION 1</u>. The findings of consistency with the Comprehensive Plan as stated in the staff report, dated June 15, 2015, or as amended orally at the City Council meeting of June 15, 2015, are adopted.

<u>SECTION 2.</u> The public improvements associated with Final Plat, Pemberley Hills Plat 1 are hereby accepted and dedicated for public purposes.

SECTION 3. Final Plat, Pemberley Hills Plat 1 (FP-002613-2015) is approved, subject to compliance with all the conditions in the staff report, dated June 15, 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.

<u>SECTION 4.</u> This resolution does release the Final Plat (FP-00263-2015) for recordation. The City Council of West Des Moines, Iowa directs the City Clerk to release said plat for recordation in accordance with said City Council approval of the final plat on June 15, 2015 and Roll Call No.

# CERTIFICATE

I, Ryan 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 June 15, 2015, among other proceedings, Roll Call Noapproved	said
plat on June 15, 2015, and released said Final Plat for recordation.	
Ryan Jacobson City Clerk	
IN WITNESS WHEREOF, I have hereunto set my hand this day of June, 2015.	
Steven K Gaer, Mayor	
ATTEST:	
Ryan Jacobson City Clerk	

# **EXHIBIT A:** CONDITIONS OF APPROVAL

1. No conditions of approval.

# CITY OF WEST DES MOINES CITY COUNCIL MEETING COMMUNICATION

Date: June 15, 2015

ITEM:

Aspen Valley (fka Brody Place Estates), Southeast corner of Ashworth Road and future 84th Street – Subdivide property into sixty (60) lots, four (4) street lots, and three (3) Outlots for construction of a single family residential development – Arrow Properties, LLC (PP-002641-2015)

**RESOLUTION: Approval of Preliminary Plat** 

FINANCIAL IMPACT: Undetermined.

**BACKGROUND:** The applicant, Arrow Properties, LLC, represented by Brad Cooper of Cooper Crawford & Associates, is requesting approval of a Preliminary Plat for approximately 27.5 acres located at the southeast corner of Ashworth Road and future 84<sup>th</sup> Street. The applicant proposes to subdivide the property into sixty (60) lots, four (4) street lots to be dedicated to the City, and three (3) outlots (Outlot X and Y for future development and Outlot Z to be deeded to an adjacent property owner) for construction of a single family residential development.

### Plan and Zoning Commission Action:

Vote: 6-0 approval, with Commissioner Brown absent.

Date: June 8, 2015

Motion: Adopt a resolution recommending the City Council approve the Preliminary Plat request.

**OUTSTANDING ISSUES:** There are no outstanding issues. The applicant has stated that they are in agreement with all of staff's recommendations and conditions. The following items of interest are noted in the attached Plan and Zoning Commission report (see Exhibit I):

- Request
- History
- City Council Subcommittee Development & Planning: November 6, 2015
- Staff Review and Comments
  - Aspen Drive Alignment/Increase in Number of Lots
  - Access to Properties along Ashworth Road
  - Ashworth Road Assessment
- Comprehensive Plan Consistency
- Findings
- Staff Recommendations 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 approve the Preliminary Plat to subdivide the property into sixty (60) lots for residential development, four (4) street lots, and three (3) outlots (2 for future development and 1 to be deeded to an adjacent property owner), subject to the applicant meeting all City Code requirements and the following conditions of approval:

- 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 sewers, streets, sidewalks/trails and street lights adjacent to all public streets. The applicant acknowledging that public improvements will need to be completed and ready for acceptance by the City prior to issuance of any Final Occupancy permits.

3. The applicant acknowledging and agreeing that development of the lots may be limited so as to not exceed maximum dead-end lengths in City Code until such time that the road network for the area is implemented which provides multiple ways in and out of the development thus eliminating dead-ends.

Lead Staff Member: Brian Portz, AICP

Staff Reviews:			
Department Director	. 14	 	
Appropriations/Finance			 
Legal	JBW		 
Agenda Acceptance	RTS		 

# PUBLICATION(S) (if applicable)

Published In	Not required
Date(s)	
Published	
Letter sent to sur	rounding property
owners	

# SUBCOMMITTEE REVIEW (if applicable)

Committee Development & Planning			
Date Reviewed	November 6, 2015		
Recommendation	Yes ⊠	No □	Split 🗆

### ATTACHMENTS:

Plan and Zoning Commission Communication Exhibit I

Attachment A Commission Resolution

Exhibit A Conditions of Approval

Attachment B Location Map Attachment C Preliminary Plat Exhibit II City Council Resolution

Conditions of Approval

# CITY OF WEST DES MOINES PLAN AND ZONING COMMISSION COMMUNICATION

Meeting Date: June 8, 2015

<u>Item</u>: Aspen Valley (fka Brody Place Estates), Southeast corner of Ashworth Road

and future 84th Street – Subdivide property into sixty (60) lots, four (4) street lots, and three (3) Outlots for construction of a single family residential

development - Arrow Properties, LLC (PP-002641-2015)

Requested Action: Approval of Preliminary Plat

Case Advisor: Brian S. Portz, AICP

Applicant's Request: The applicant, Arrow Properties, LLC, represented by Brad Cooper of Cooper Crawford & Associates, is requesting approval of a Preliminary Plat for approximately 27.5 acres located at the Southeast corner of Ashworth Road and future 84<sup>th</sup> Street. The applicant proposes to subdivide the property into sixty (60) lots, four (4) street lots to be dedicated to the City, and three (3) outlots (Outlot X and Y for future development and Outlot Z to be deeded to an adjacent property owner) for construction of a single family residential development.

This request was originally presented at the May 26, 2015 Plan and Zoning Commission meeting for approval, but the engineering consultant for the adjacent property owner to the east raised concerns because of drainage problems and also did not agree with some of the connection points to his client's property. He also stated that the alignment of Aspen Drive could be modified to the betterment of both properties. With these issues in mind, the Commission was presented with two options to move the project forward: 1) defer action on the Aspen Valley plat entirely so the two property owners can work out the issues, or 2) approve a grading plan with the condition that the applicant acknowledges that any grading work done is at their own risk until such time that the storm water management and road alignments are resolved, and that any grading done may have to be modified. The Plan and Zoning Commission voted to approve the grading plan and continue the preliminary plat until the June 8th Plan and Zoning Commission meeting.

History: This property was annexed into the City as part of the 105th/Ashworth Road annexation, approved by the City Council on January 24, 2011. A Comprehensive Plan land use change from Office to Single Family Residential and Rezoning to Single Family Residential RS-20 to allow for 32 single family lots was approved for this property in April 2014. The development at the time was to be called Brody Place Estates. A designation of RS-20 was applied to the property in response to limited sanitary sewer capacity for the area. Since the April 2014 rezoning, the City has annexed the Chase property north of I-80 and approved of a sanitary sewer project that will increase capacity for the area, thus eliminating the need to restrict the development to only 32 lots. On March 23, 2015, the City Council approved a rezoning request for the subject property to a RS-10 designation to allow smaller lots at a minimum of 10,000 square feet.

<u>City Council Subcommittee</u>: This item was discussed at the November 6, 2015 Development and Planning City Council Subcommittee meeting. No disagreement with the proposed subdivision was expressed.

<u>Staff Review and Comment</u>: This request was distributed to other City departments and other agencies for their review and comment. There are no outstanding issues. Staff would summarize the following key points of interest:

Aspen Drive Alignment/Increase in Number of Lots: Since the May 26, 2015 Plan and Zoning Commission
meeting, the applicant and the adjacent property owner to the east met and decided to move Aspen Drive
further to the south to align with the proposed street location to the east. This resulted in an increase of one
lot for the Aspen Valley project for a total of 60 lots. The lots have been renumbered and the grading adjusted
accordingly to address potential drainage issues.

- Access to properties along Ashworth Road: As a part of the preliminary plat for development of the 60 single family lots, the applicant is accommodating a future street that could be constructed off of 84th Street and which will parallel Ashworth Road for the properties north of this Aspen Valley development in order to allow for development of several properties that front onto and currently access Ashworth Road directly. With potential future improvements to Ashworth Road, access to the properties that currently front onto and access directly to Ashworth Road may be limited to right-in/right-out movements only. This parallel road will allow these properties access to at least 84th Street and depending upon development to the east, potentially connect to 81st Street allowing future property owners along Ashworth the ability to get to streets that will have full-turn movements onto Ashworth Road.
- Ashworth Road Assessment: As part of the original rezoning action for Brody Place Estates, the applicant agreed to evenly divide a potential future assessment for improvements to Ashworth Road among all of the properties included in the plat rather than placing the largest burden of a potential future assessment solely on those properties in the request that front Ashworth Road. Execution of this Agreement and Waiver will occur in conjunction with the Final Platting for Aspen Valley. It should be noted, the City Council recently started programming the reconstruction of Ashworth Road into the CIP budget, thus the potential for an assessment has been decreased.

<u>Comprehensive Plan Consistency</u>: 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.

<u>Findings</u>: 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 to create sixty (60) lots

for residential development, four (4) street lots, and three (3) outlots (2 for future development and 1 to be deeded to an adjacent property owner), subject to the applicant meeting all City Code requirements and the following:

- 1. In conjunction with the Final Platting of the subject property, the applicant shall execute an agreement and waiver for Ashworth Road improvements. Agreement should indicate how the obligation will be distributed across existing and newly platted lots.
- 2. In conjunction with development of the property, Applicant will be responsible for the installation of all standard public improvements, including sewers, streets, sidewalks/trails and street lights adjacent to all public streets. The applicant acknowledging that public improvements will need to be completed and ready for acceptance by the City prior to issuance of any Final Occupancy permits.
- 3. The applicant acknowledging and agreeing that development of the lots may be limited so as to not exceed maximum dead-end lengths in City Code until such time that the road network for the area is implemented which provides multiple ways in and out of the development thus eliminating dead-ends.

Property Owner/Applicant: A

Arrow Properties, LLC 773 NE 47th Place

Des Moines, Iowa 50313

Applicant's Representative:

Brad Cooper

Cooper Crawford & Associates, LLC

475 S. 50<sup>th</sup> Street, Suite 800 West Des Moines, Iowa 50265 bcooper@cooper-crawford.com

# **Attachments:**

Attachment A - Commission Resolution
Exhibit A - Conditions of Approval

Attachment B - Location Map Attachment C - Preliminary Plat

# **RESOLUTION NO. PZC-15-043**

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 TO SUBDIVIDE PROPERTY INTO 60 LOTS FOR SINGLE FAMILY RESIDENTIAL DEVELOPMENT, 4 STREET LOTS AND 3 OUTLOTS

WHEREAS, pursuant to the provisions of Title 10, Chapter 1 et seq, of the West Des Moines Municipal Code, the applicant, Arrow Properties, LLC, has requested approval for a Preliminary Plat (PP-002641-2015) to create sixty (60) lots for single family residential development, four (4) street lots for future dedication to the City and three (3) outlots (2 for future development and 1 to be deeded to an adjacent property owner) on a 27.5 acre site located on the southeast corner of Ashworth Road and future 84th Street;

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 June 8, 2015, this Commission held a duly-noticed public meeting to consider the application for Aspen Valley Preliminary Plat;

NOW, THEREFORE, THE PLAN AND ZONING COMMISSION OF THE CITY OF WEST DES MOINES DOES RESOLVE AS FOLLOWS:

<u>SECTION 1</u>. The findings, for approval, in the staff report or as amended orally at the Plan and Zoning Commission hearing are adopted.

SECTION 2. The Preliminary Plat (PP-002641-2015) to subdivide the property into sixty (60) lots for single family residential development, four (4) street lots and three (3) outlots, is recommended to the City Council for approval, subject to compliance with all the conditions in the staff report dated June 8, 2015 including conditions added at the meeting, and attached hereto as Exhibit "A." Violation of any such conditions shall be grounds for revocation of the permit, as well as any other remedy which is available to the City.

PASSED AND ADOPTED on June 8, 2015.

Craig Erickson, 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 June 8, 2015, by the following vote:

AYES: Andersen, Costa, Crowley, Erickson, Hatfield, Southworth

NAYS: -0-

ABSTENTIONS: -0-

ABSENT: Brown

ATTEST:

Recording Secretary

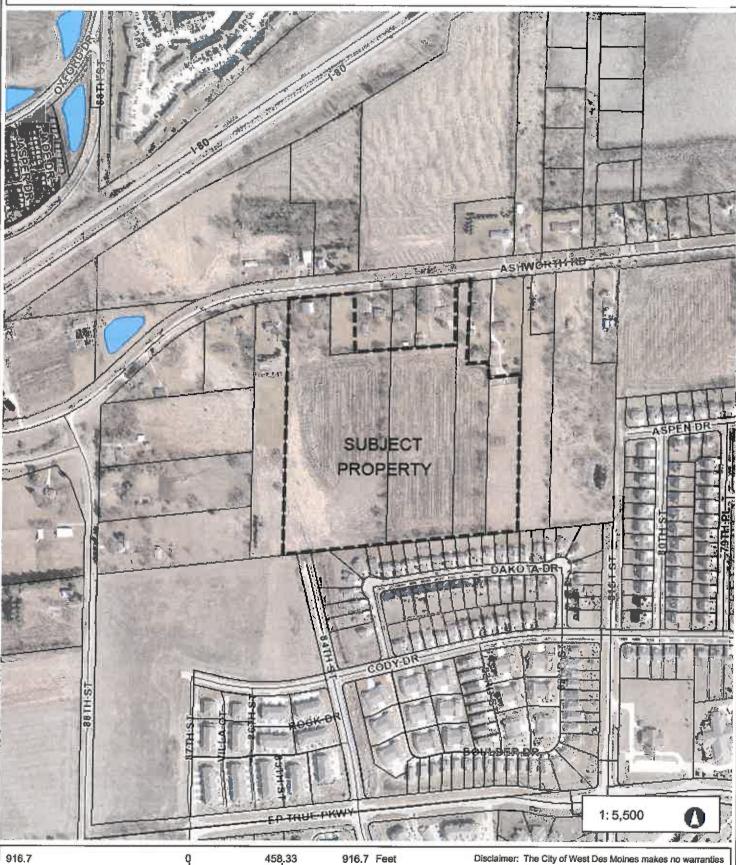
# Exhibit A CONDITIONS OF APPROVAL

- 1. In conjunction with the Final Platting of the subject property, the applicant shall execute an agreement and waiver for Ashworth Road improvements. Agreement should indicate how the obligation will be distributed across existing and newly platted lots.
- 2. In conjunction with development of the property, Applicant will be responsible for the installation of all standard public improvements, including sewers, streets, sidewalks/trails and street lights adjacent to all public streets. The applicant acknowledging that public improvements will need to be completed and ready for acceptance by the City prior to issuance of any Final Occupancy permits.
- 3. The applicant acknowledging and agreeing that development of the lots may be limited so as to not exceed maximum dead-end lengths in City Code until such time that the road network for the area is implemented which provides multiple ways in and out of the development thus eliminating dead-ends.



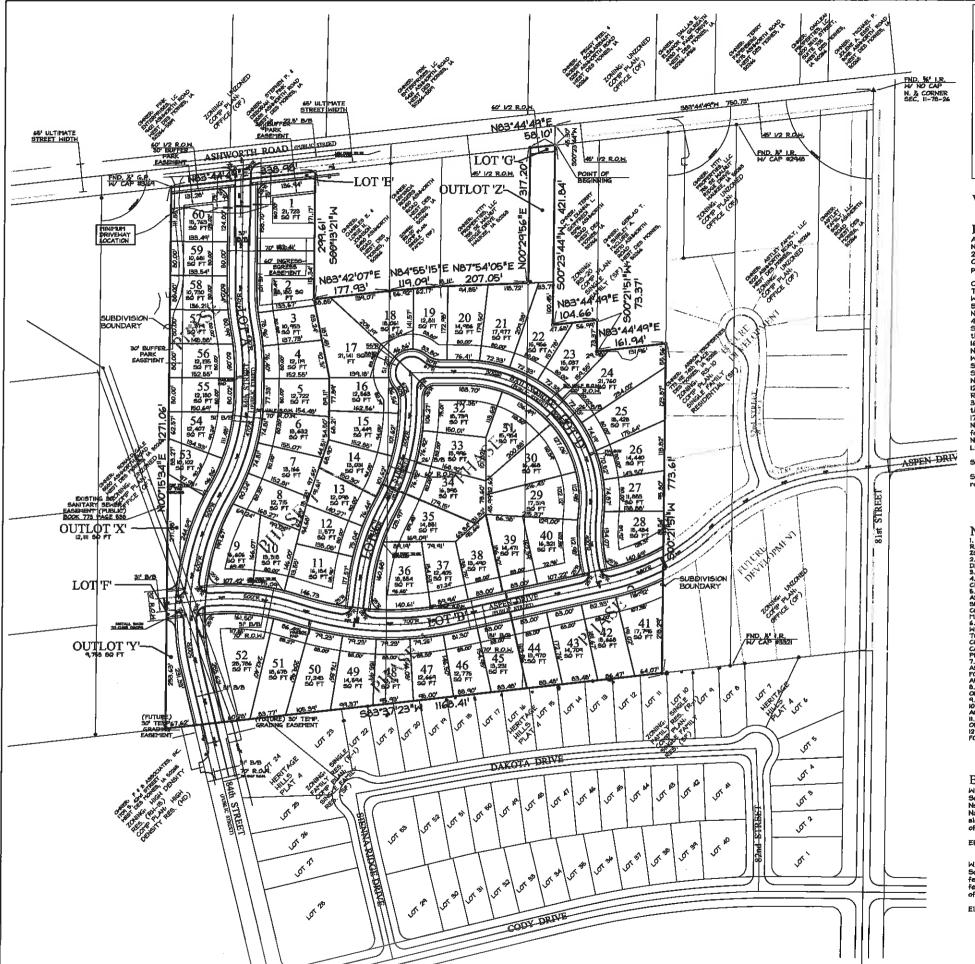
# **Aspen Valley**

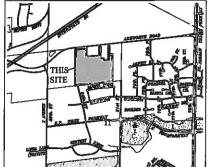
# ATTACHMENT B



NAD\_1983\_StatePlane\_lowa\_South\_FIPS\_1402\_Feet © City of West Des Moines, lowa 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





VICINITY SKETCH

### LEGAL DESCRIPTION

A tract of land being a part of the North Xof the Northwest Xof Section II, Touriship 7B North, Range 26 West of the 5th P.M., West Des Moines, Dallas County, laua. Sald tract of land being more particularly described as follows:

NORTH SCALE: 1"=1500"

particularly described as follows:

Commencing at the North %Corner of Section II,
Tounship 78 North, Range 26 West of the 5th P.M.,
West Des Moines, Dallas County, lower therce
985°44'49'N, 750.75 feet along the North Line of the
Northwest %of said Section II; thence 900°23'44'N,
45.30 feet to the Point of Beginning; thence continuing
900°23'44'N, 421.84; thence N83°44'49'E,
161.94 feet; thence 900°21'51'N, 773.61 feet to the
North Line of Heritage Hills Plat 4, an Official Plat,
West Des Moines, Dallas County, Ious and to the
South Line of the North %of the Northwest %of said
Section II; thence 983°37'23'N, 1166.41 feet along said
North Line and said South Line; thence N00'15'34'E,
1271.06 feet to the South Right-of-Nay of Ashuorth
Road as it is presently established; thence N83'44'9'E,
389.96 feet along said South Right-of-Nay Line;
thence 900'1312'N, 299.61 feet, thence N83'44'0'E,
77.93 feet; thence N84'55'15'E, II9.09 feet; thence
N85'44'9'E, 58.10 feet along said South Right-of-Nay Line;
thence said South Right-of-Nay Line;
N83'44'49'E, 58.10 feet along said South Right-of-Nay
Line to the Point of Beginning.

Said tract of land contains 27,521 acres more or less

Said tract of land being subject to all easements of record.

NOTES

1. ALL PARCELS ARE SUBJECT TO LANDSCAPED BUFFER REJUREPHENTS AS SPELLED OUT IN THE WEST DES HONES ZONING ORDINANCE.
2. PROPOSED R.O.N. & PAVING HIDTH MAY VARY, DEPENDING ON FINAL TRAFFIC REPORT.
3. SITE HILL BE GRADED TO BALANCE.
4. LOTS 'A', 'B', 'C', 'D', 'P', 'G' AND 'N' TO BE DEEDED TO CITY OF HEST DES HONES FOR STREET PUBLIC PURPOSES.
5. ALL CONSTRUCTION INTRIN PUBLIC ROLL/RESPIRITS, SHAD CONTROL ON THE PUBLIC SENERS AND STREETS, SHAD CONTROL ON THE PUBLIC REPORTS AND STREETS, SHAD CONTROL ON THE PUBLIC SENERS AND STREETS, SHAD CONTROL ON THE PUBLIC SENERS AND STREETS, OF THE PUBLIC SENERS AND STREETS, OF THE ADDITION OF ANY CONSTRUCTION HITHIN PUBLIC SENERS AND STREETS, THE CONTRACTOR SHALL CONTROL THE WIDTH CONSTRUCTION DIVISION CAINTY CONNECTION TO PUBLIC SENERS AND STREETS, THE CONTRACTOR SHALL CONTROL THE WIDTH CONSTRUCTION DIVISION CAINTY CONTROL THE WIDTH CONSTRUCTION DIVISION CLINT THAT HAY BE NECESSARY. PUBLIC INTROVERENTS ASSOCIATED HITH THIS SUBDIVISION, CONSTRUCTION PLANS FOR SAID INTERCYCHENTS NEED TO BE SUBMITTED TO AND APPROVED BY THE CITY BIGHIERS.
5. OUTLOTS 'Z' TO BE DEEDED TO THE ADJACENT LAND CONNERS.
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6. OUTLOTS 'Z' TO BE DEED TO THE SAIDLECT TO APPROVAL OF SAIL NOT HAVE DIRECT DRIVENAY.

# BENCHMARKS

MDM \$119
Southeast corner of E.P. True Parkway and Bist Street,
Northeast corner of the sidewalk junction, 3 feet East of
North-South sidewalk, 3 feet North of East-West
sidewalk, 34 feet South of E.P. True Parkway South back
of curb. Standard Benchmark.

Southeast corner of Ashworth Road and 76th Place, 2 feet Nest of North end of sidewalk at house #991, 13 feet East of back of curb, 19 feet North of North edge of driveway at junction of sidewalk. Standard Benchmark.

\_1015.80 (NAVD88 Datum) 241.79 (WDM Datum)

IOWA ONE-CALL B00/2902-8989 500/292-8989 Taba-PARE

# PRELIMINARY PLAT

# **ASPEN**

ATTACHMENT C

# VALLEY

# SHEET 1 OF 5

OWNER/APPLICANT ARROW PROPERTIES 773 NE 47th PLACE DES MOINES, IOWA 50313

ZONING

RS-10 SINGLE FAMILY RESIDENTIAL

COMPREHENSIVE PLAN LAND USE SINGLE FAMILY RESIDENTIAL (SF)

### **BULK REGULATIONS**

MINIMUM LOT MIDTH = 80' MINIMUM STREET FRONTAGE = 40' MINIMUM LOT AREA = 10,000 S.F.

### **SETBACKS**

FRONT = 35' REAR = 35'

SIDE - 8' MIN. (20' TOTAL)

# **BUFFER PARKS**

30' BUFFER PARK EASEMENT (PER WEST DES MOINES ZONING ORDINANCE)

NO FENCES, SHEDS, PLAY STRUCTURES, GAZEBOS, ETC. MAY BE CONSTRUCTED WITHIN A REQUIRED BUFFER PARK EASEMENT.

### UTILITIES

WATER SERVICE - WEST DES MOINES WATER WORKS SANITARY SERVICE - CITY OF WEST DES MOINES SANITARY SEWER SYSTEM

# SHEET INDEX

DIMENSION PLAN GRADING PLAN UTILITY PLAN DETAILS LANDSCAPE PLAN SHEET 1 SHEET 2 SHEET 3 SHEET 4 SHEET 5

# LEGEND

EXISTING/PROPOSED - PLAT BOUNDARY --- STEE STORM SEWER 4 SIZE - SANITARY SEWER & SIZE - WATER MAIN # SIZE • MANLEY F STORM INTAKE FIRE HYDRANT м VALVE F.E.S. Δ EXISTING CONTOURS 199 PROPOSED CONTOURS SILT FENCE OR \* APPROVED FILTRATION SOCK

# CERTIFICATION



PRELIMINARY DRAWING

BRADLEY R. COOPER, KONA LICENSE NO. 12460 MY LICENSE RENEWAL DATE IS DECEMBER 31, 2016 PAGES OR SHEETS COVERED BY THIS SEAL Sheeta 1-5

1 OF 5

# COOPER CRAWFORD

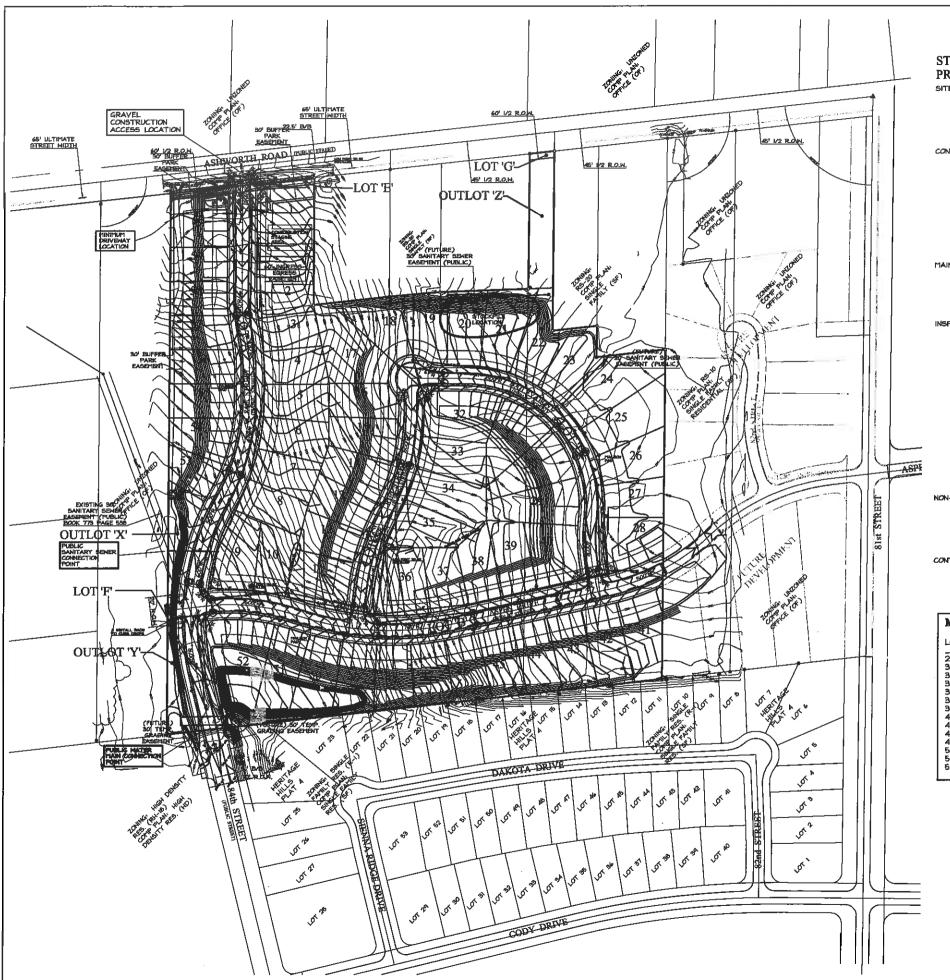
& ASSOCIATES, L.L.C. CIVIL ENGINEERS

CLUSTER MAILBOX UNIT

475 S. 50th STREET, SUITE 800, WEST DES MOINES, IOWA 50265

	PHONE: (515) 224-1344	FAX: (515) 224-13	45
	R	DATE: 2-27-2015 EVISIONS: 5-6-2015 5-19-2015 6-1-2015	IOB NUMBER
VED:	6 50 100 SCALE: 1"=100' INITIALED:	AS-BUILT:	1694
P	RELIMINARY I	PLAT	SHEET

**ASPEN VALLEY** 



### STORM WATER POLLUTION PREVENTION PLAN

SITE DESCRIPTION

Locations Part of Sec. 3, T70N, R2664.
Nebers of Construction Archivitys Single Family residential Archivity Single Family residential Arcels Total Site area = 6.62 area.
Runoff coefficient of 0.60 (rathered smallers) Approximate alopse arkitcheside 34, or flatter, Runoff from this project will flow into unnormal ditches and substrately suitch will flow into unnormal ditches and substrately suitch will flow into the Bouth Steer.

#### CONTROLS

#### MAINTENANCE

Maintain effective operating conditions of all protective measures identified in this plan.

— 55tt fencing is cleaned when they have lost 60% of their

- capacity.

   Drainage succise remain undisturbed.

   Rack auties protection (riprap) remains intact.

#### INSPECTIONS

Qualified personnel shall inspect disturbed areas of the construction sits that have not been finally stabilized at least

- storms that has been ready accounted as local storms that has been repeated as former or greater.

  Inspect elle for evidence of, or the potential of, pollutions entering the drainage system from stored.

  Observe aroulen and seathment controls to ensure that they are operating correctly.

  Lacotines unlers vehicles enter or earth the site should be impossible for evidence of off-site seathment tracking, inspect discharge locations to ascendial whether enough control measures are effective in preventing significant imposits to receiving undere.

- of the prevention plan until project termination, this report util contain the following:

   A summary of the accept of the inspection,

   Guilifications of the personnel moking the inspection,

   Figlor observations relating to the implementation of the prevention plan,

   Any catines taken.

### NON-STORM WATER DISCHARGES

Mater main flushing

#### CONTRACTORS

The grading contractor shall have the responsibility of implementing the measures cardional in this plan. and the shall be shall be shall be shall be shall be shall be according to the latter of the National Pollutari Discharge Elimination System (NPDEs) permit Discharge Elimination System (NPDEs) permit processes the shall be shall b

MINIMUM	OPENING ELEVATIONS (M.O.E.)
LOT #	ELEVATION
29	228.00
34	224.50
35	224,50
36	223,50
37	224.75
38	224.50
39	228.00
46	215.00
47	215.00
48	209.00
49	207.50
50	207.50
51	207.50
52	207.50
ı	

# PRELIMINARY PLAT **ASPEN** VALLEY

# SHEET 2 OF 5

# **NOTES**

NOTES

I. ALL WATER WORK, PUBLIC OR PRIVATE, SHALL BE DONE IN ACCORDANCE WITH NEST DES MOINES WATER WORKS STANDARD SPECIFICATIONS.

2. CONTRACTOR SHALL NOTIFY WEST DES MOINES WATER WORKS AT LEAST ONE WEEK PRIOR TO BUILDING CONSTRUCTION.

3. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE COORDINATION OF WORK OF ALL SUBCONTRACTOR(S) INVOLVED IN THE PROJECT.

4. CONTACT BUILDING INSPECTION (516-222-3630) A MINIMUM OF 24 HOURS IN ADVANCE FOR PRIVATE UTILITY INSTALLATION INSPECTIONS.

5. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLIANCE WITH THE WEST DES MOINES WATER WORKS AND THE CITY'S CROSS CONNECTION CONTROL/CONTAINMENT PROVISION.

6. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROPER INSTALLATION OF AN APPROVED BACKFLOW PREVENTION ASSEMBLY (1ES) FOR CONTAINMENT IN ALL NEW CONSTRUCTION. BACKFLOW PREVENTION TO BE INSTALLED PER CITY ORDINANCE 1297, 54-1998. CONTRACTOR SHALL NOTIFY WEST DES MOINES WATER WORKS, RALPH RENTERIA, ENGINEERING TECHNICIAN (516-222-3465) A MINIMIUM OF 24 HOURS AFTER INSTALLATION AND TESTING OF ALL BACKFLOW DEVICES TO SCHEDULE FINAL INSPECTION.

7. DESIGNATED BUFFERS SHALL BE LABELED AS A \*NO BUILD AREA!.

8. CONTRACTOR SHALL NOTIFY WEST DES MOINES WATER WORKS 48 HOURS BEFORE CONSTRUCTION BEGINS BY CALLING 222-3465.

# **GRADING & EROSION CONTROL** CONTACT PERSON

SOIL-TEK BRENT CAMBRIDGE (515) 208-1474

### **BENCHMARKS**

MDIT \*\*III9

Southeast corner of E.P. True Parkway and 81st Street, Northeast corner of the sidewalk junction, 3 feet East of North-South sidewalk, 3 feet North of East-Nest sidewalk, 34 feet South of E.P. True Parkway South back of curb. Standard Benchmark.

\_984,03 (NAVD88 Datum) 210.03 (WDM Datum)

MDM #120 Southeast corner of Ashworth Road and 78th Place, 2 feet Mest of North end of sidewalk at house #991, 13 feet East of back of curb, 19 feet North of North edge of driveway at junction of sidewalk. Standard Benchmark.

\_1015.80 (NAVD88 Datum) 241.79 (NDM Datum) Elevation

# LEGEND

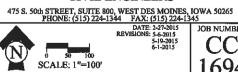
#### EXISTING/PROPOSED

PLAT BOUNDARY - STORM SEWER & SIZE - SANITARY SEWER & SIZE WATER MAIN # SIZE MANHOLE STORM INTAKE VALVE F.E.S. EXISTING CONTOURS PROPOSED CONTOURS -190z SILT FENCE OR
APPROVED FILTRATION SOCK

# COOPER CRAWFORD

& ASSOCIATES, L.L.C. **CIVIL ENGINEERS** 

CLUSTER MAILBOX UNIT



IOWA

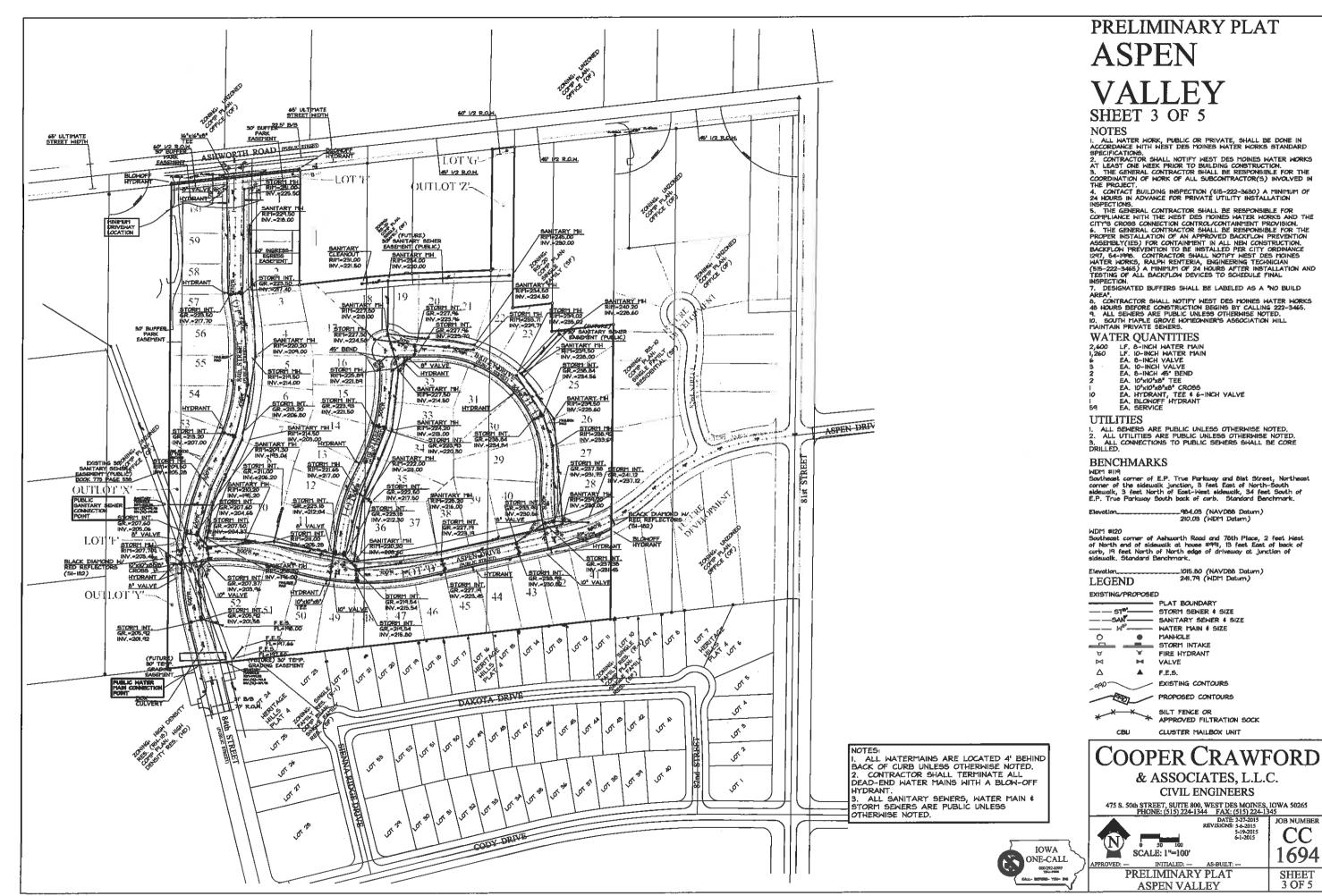
ONE-CALL BODI292-8989 HD0/292-8989 TOLL-THE

PRELIMINARY PLAT **ASPEN VALLEY** 

SHEET 2 OF 5

JOB NUMBER

1694

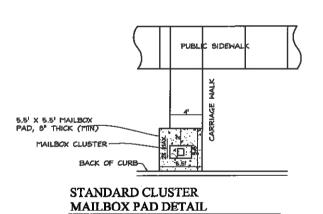


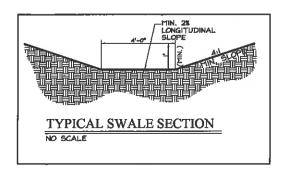
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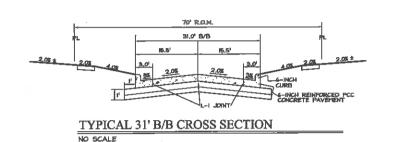
1694

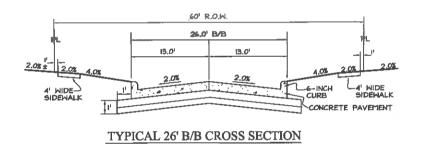
SHEET

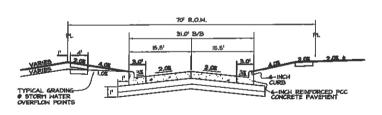
3 OF 5











OVERFLOW GRADING DETAIL NO SCALE

# PRELIMINARY PLAT **ASPEN VALLEY** SHEET 4 OF 5

# **BENCHMARKS**

MDM #119
Southeast corner of E.P. True Porkway and Bist Street, Northeast corner of the sidewalk junction, 3 feet East of North-South sidewalk, 3 feet North of East-Mest sidewalk, 34 feet South of

NDM \$120 Southeast corner of Ashworth Road and 78th Place, 2 feet West of North end of sidewalk at house \$991, 13 feet East of back of curb, 19 feet North of North edge of driveway at junction of sidewalk. Standard Benchmark.

\_1015.80 (NAVD88 Datum) 241.79 (WDM Datum)

# LEGEND

EXISTING/PROPOSED

PLAT BOUNDARY - STORM SEWER & SIZE - SANITARY SEWER & SIZE WATER MAIN # SIZE MANHOLE
STORM INTAKE
FIRE HYDRANT
VALVE F.E.S. EXISTING CONTOURS 1990]\_ PROPOSED CONTOURS SILT FENCE OR
APPROVED FILTRATION SOCK

# COOPER CRAWFORD

& ASSOCIATES, L.L.C. CIVIL ENGINEERS

JOB NUMBER

CC

1694

SHEET 4 OF 5

475 S. 50th STREET, SUITE 800, WEST DES MOINES, IOWA 50265
PHONE: (515) 224-1344
FAX: (515) 224-1345

DATE: 2-27-2015
FEVISIONS: 5-6-2015
5-19-2015
CC

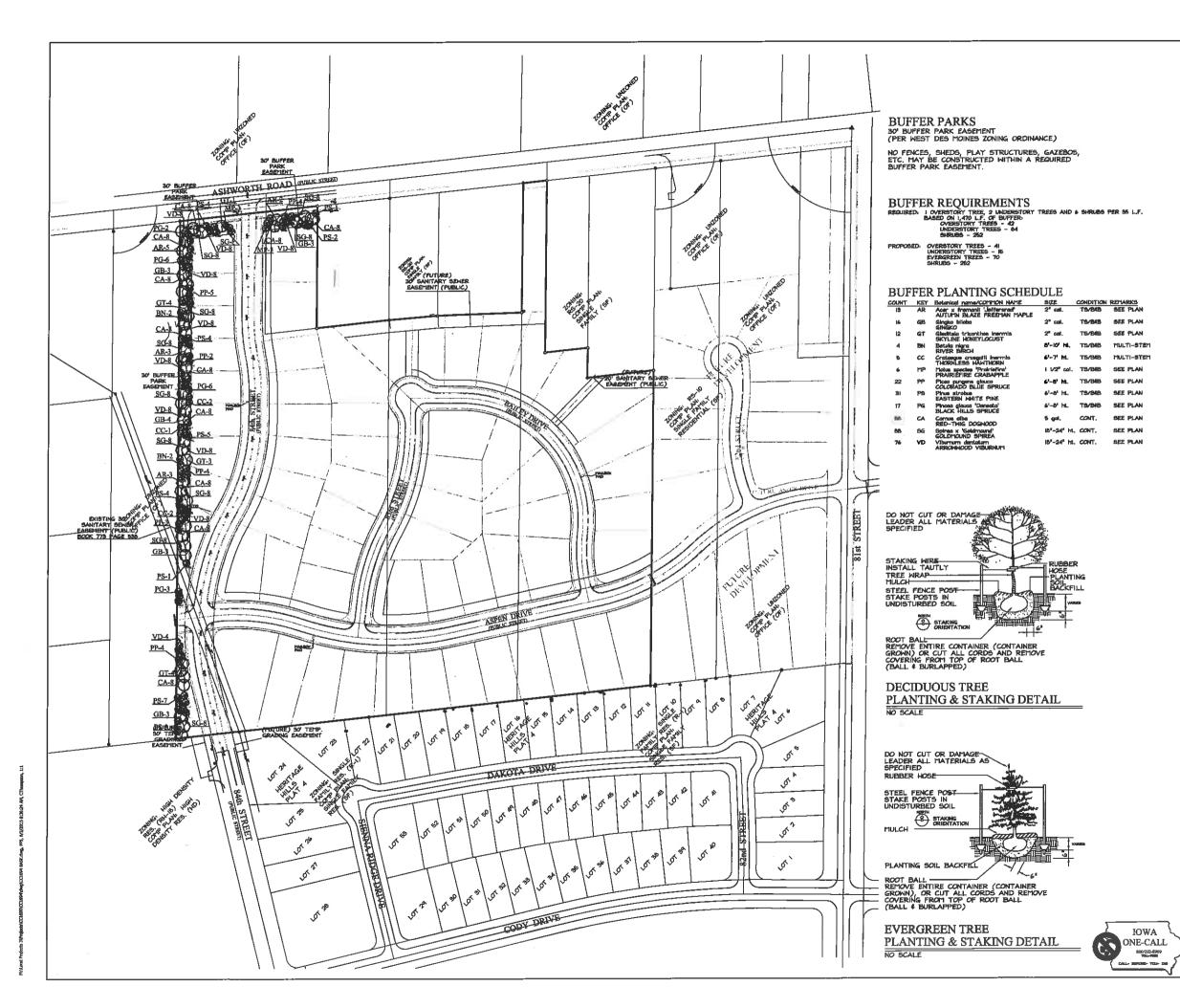
CLUSTER MAILBOX UNIT



SCALE; 1"=100"

PRELIMINARY PLAT ASPEN VALLEY

IOWA ONE-CALL 800/292-8989



# PRELIMINARY PLAT **ASPEN** VALLEY

# SHEET 5 OF 5

#### GENERAL NOTES:

I. ANY SUBSTITUTIONS OF MATERIAL IN EITHER SIZE OF SPECIES MUST HAVE APPROVAL OF LANDSCAPE ARCHITECT PRIOR TO

MUST HAVE APPROVAL OF LANDSCAPE ARCHITECT PRIOR TO PLANTING.
2. LANDSCAPE CONTRACTOR TO HAVE ALL UTILITIES LOCATED IN FIELD BEFORE STARTING WORK. LANDSCAPE CONTRACTOR SHALL ALSO MAKE A THOROGH FIELD INVESTIGATION BEFORE WORK BEGINS AND INFORM THE CITY OF MEST DES MOINES OF ANY CORRECTIVE MEASURES NEEDED. ALL DAMANGE TO UTILITIES OF OTHER UNDERGROUND STRUCTURES CAUSED BY THE LANDSCAPE CONTRACTOR SHALL BE REPAIRED, AT THE CONTRACTOR'S EXPENSE, TO THE SATISFACTION OF THE OWNER.
3. THE LANDSCAPE ARCHITECTONNER SHALL RETAIN THE RIGHT TO INSPECT ALL MATERIAL BEFORE INSTALLATION, INCLUDING AT THE LANDSCAPE CONTRACTOR'S SOURCE NURSERY.

INSPECT ALL MATERIAL BEFORE INSTALLATION, INCLUDING AT THE LANDSCAPE CONTRACTOR'S SOURCE NURSERY.

4. PLANT QUANTITIES SHOWN FOR INFORMATION ONLY. DRAWING SHALL PREVAIL IF CONFLICT OCCURS.

5. THE LANDSCAPE CONTRACTOR SHALL STAKE OR PRELOCATE ALL MATERIAL FOR APPROVAL PRIOR TO INSTALLATION AND CONTRACT LANDSCAPE ARCHITECT 

€ COOPER CRAWFORD 

§ ASSOCIATES, LLC (2014)

MATERIAL FOR APPROVAL PRICK TO INSTALLATION AND CONTINUITATIONS OF APPROVAL PRICK TO INSTALLATION AND CONTINUITATION OF APPROVANCE AND APPROVAL PLANTING AND SUBSECUENT MATERING ON SAME DAY OF MATERIAL PLANTING AND SUBSECUENT MATERINGS FOR A PERIOD OF TWO MEERS FOLLOWING PLANTING, GUANTITY AND FREQUENCY OF WATERING WILL BE DETERTINED BY LANDSCAPE ARCHITECT AND NEATHER CONDITIONS AT THE TIME. 7. PROTECT ALL EXISTING STRUCTURES INCLIDING SIGNAGE, WILDFLOWER AREAS, PARKING LOTS, BUILDINGS, SIDEMALKS, AND EXISTING TREES. THE SITE TO BE CLEAN AND CLEAR OF ANY DEBRIS RESULTING FROM LANDSCAPE WORK.

8. PLACE A MINIMUM OF 3° OF SHREDDED BARK MULCH AROUND EACH INDIVIDUAL TREE, SHRUB AND PERENNIAL GROUPINGS WHERE SHOWN ON PLAN.

9. ALL DISTURBED TURE AREAS SHALL BE REPLACED, AT THE EXPENSE OF THE CONTRACTOR, TO THE SATISFACTION OF THE LANDSCAPE WORK.

10. LANDSCAPE CONTRACTOR SHALL GUARANTEE ALL PLANT MATERIALS FOR A PERIOD OF ONE YEAR FROM THE DATE OF INSTALLATION.

INSTALLATION.

II. ALL PLANT MATERIAL SHALL CONFORM TO THE 'AMERICAN STANDARD FOR NURSERY STOCK ANSI Z60.1 - 1996' OR MOST RECENT

EDITION.
12. PLANT BED PREPARATION FOR PERENNIAL AND GRASS LOCATIONS

12. PLANT BED PREPARATION FOR PERENNIAL AND GRASS LOCATIONS

SOIL IN THESE AREAS TO BE AMENDED WITH 2\* MORSE MANURE,
ELACK COMPOST, OR SPHAGNUM PEAT AND THOROGHLY TILLED IN.

A "DUSTING" OF PERLITE PRIOR TO TILLING WILL ALSO BE REQUIRED.

TREFLAN" OR APPROVED EQUAL PRE-EMERGENT TO BE APPLIED

PRIOR TO PLANTING.

B. NO TREES ARE ALLOWED WITHIN THE PUBLIC RIGHT-OF-WAY.

# BENCHMARKS

MDM #119
Southeast corner of E.P. True Parkway and Bist Street, Northeast corner of the sidewalk junction, 3 feet East of North-South sidewalk, 3 feet North of East-West sidewalk, 34 feet South of E.P. True Parkway South back of curb. Standard Benchmark.

\_984,03 (NAVD68 Datum) 210.03 (WDM Datum)

MUTH #120 Southeast corner of Ashworth Road and 70th Place, 2 feet West of North end of sidewalk at house #941, 13 feet East of back of curb, 14 feet North of North edge of driveway at junction of sidewalk. Standard Benchmark.

\_1015,80 (NAVD88 Daturn) 241,79 (NDM Daturn)

# LEGEND

#### EXISTING/PROPOSED

PLAT BOUNDARY - STORM SEWER & SIZE - SANITARY SEWER # SIZE MATER MAIN # SIZE <u>.</u> 2 MANHOLE STORM INTAKE FIRE HYDRANT м VALVE Δ F.E.S. EXISTING CONTOURS 000 1990] PROPOSED CONTOURS SILT FENCE OR

# COOPER CRAWFORD

APPROVED FILTRATION SOCK CLUSTER MAILBOX UNIT

& ASSOCIATES, L.L.C. CIVIL ENGINEERS



Prepared by: B. Portz, City of West Des Moines Development Services, P.O. Box 65320, West Des Moines, IA 50265-0320, 515-222-3620
When Recorded, Return to: City Clerk, City of West Des Moines, P.O. Box 65320, West Des Moines, IA 50265-0320

### RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, APPROVING THE ASPEN VALLEY PRELIMINARY PLAT (PP-002641-2015) TO SUBDIVIDE THE PROPERTY INTO 60 LOTS FOR RESIDENTIAL DEVELOPMENT, 4 STREET LOTS AND 3 OUTLOTS

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, Arrow Properties, LLC, has requested approval for a Preliminary Plat (PP-002641-2015) to create sixty (60) lots for single family residential development, four (4) street lots for future dedication to the City, and three (3) outlots for future development and detention on a 27.5 acre site located on the southeast corner of Ashworth Road and future 84th Street and legally described as follows;

# **Legal Description of Property**

A TRACT OF LAND BEING A PART OF THE NORTH ½ OF THE NORTHWEST ¼ OF SECTION 11, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE 5<sup>TH</sup> P.M., WEST DES MOINES, DALLAS COUNTY, IOWA. SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH ½ CORNER OF SECTION 11, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE 5<sup>TH</sup> P.M., WEST DES MOINES, DALLAS COUNTY, IOWA; THENCE S83°44′49″W, 750.73 FEET ALONG THE NORTH LINE OF THE NORTHWEST ½ 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 ½ 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 N80°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; THENCE N83°44′49″E, 58.10 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE; THENCE N83°44′49″E, 58.10 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE; THENCE N83°44′49″E, 58.10 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE; THENCE N83°44′49″E, 58.10 FEET ALONG 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.

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 June 8, 2015, the Plan and Zoning Commission did recommend to the City Council approval of the Aspen Valley Preliminary Plat (PP-002641-2015);

WHEREAS, on, June 15, 2015, this City Council held a duly-noticed meeting to consider the application for Aspen Valley Preliminary Plat (PP-002641-2015);

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

<u>SECTION 1</u>. The finding of consistency with the Comprehensive Plan as stated in the staff report, dated June 15, 2015 or as amended orally at the City Council meeting of June 15, 2015, are adopted.

SECTION 2. Preliminary Plat (PP-002641-2015) to subdivide the property into sixty (60) lots for single family residential development, four (4) street lots, and three (3) outlots is approved, subject to compliance with all the conditions in the staff report, dated June 15, 2015, including conditions added at the meeting, and attached hereto as Exhibit "A". Violation of any such conditions shall be grounds for revocation of the entitlement, as well as any other remedy which is available to the City.

PASSED AND ADOPTED on June 15, 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 June 15, 2015, by the following vote:
ATTEST:
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 sewers, streets, sidewalks/trails and street lights adjacent to all public streets. The applicant acknowledging that public improvements will need to be completed and ready for acceptance by the City prior to issuance of any Final Occupancy permits.
- 3. The applicant acknowledging and agreeing that development of the lots may be limited so as to not exceed maximum dead-end lengths in City Code until such time that the road network for the area is implemented which provides multiple ways in and out of the development thus eliminating dead-ends.

# CITY OF WEST DES MOINES CITY COUNCIL MEETING COMMUNICATION

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**DATE:** June 15, 2015

First reading of proposed Ordinance to amend Title 6, Chapters 4 and 5 of the Municipal Code to align the City Code with the applicable Iowa Code provisions.

### FINANCIAL IMPACT:

This proposed Ordinance amendment should have a positive financial impact to the City because the City receives a much greater percentage of the traffic citation fines when police officers issuing traffic tickets cite the City Code instead of the State Code.

### **BACKGROUND:**

This proposed Ordinance would better align the traffic regulations included in the City Code with the applicable State Code provisions as additional minor changes have been made to the State Code in recent years. This proposed Ordinance would also add more traffic regulations to the City Code that are already contained in the State Code related to traffic enforcement. Issuing traffic tickets under the City Code enables West Des Moines to receive a much higher percentage of the fines in cases where the City's police and legal departments handle the enforcement and prosecution of the traffic laws.

The Public Safety City Council subcommittee approved of this proposed new Ordinance at its meeting held on June 5, 2015.

**OUTSTANDING ISSUES (if any):** 

None

# **RECOMMENDATION:**

It is recommended that the City Council approve the first reading of this proposed Ordinance.

Lead Staff Member:	Jason B. Wittgraf, Assistant City Attorney	J.RM
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#### STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Safety			
Date Reviewed	June 5, 2015			
Recommendation	Yes No Split			

<b>ORDINANCE</b>	NO.	
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AN ORDINANCE AMENDING THE CITY CODE OF THE CITY OF WEST DES MOINES, IOWA, 2014, BY AMENDING TITLE 6, "MOTOR VEHICLES AND TRAFFIC", CHAPTER 4, "TRAFFIC CONTROL DEVICES", AND CHAPTER 5 "RULES OF THE ROAD"

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

**SECTION 1:** Title 6, Chapter 4, Sections 6, 7, and 9 are hereby amended by deleting strike through text and adding <u>underline</u> text.

# 6-4-6: OFFICIAL TRAFFIC-CONTROL SIGNALS:

A. For the purposes of this Section "stop at the official traffic-control signal" means stopping at the first opportunity at either the clearly marked stop line or before entering the crosswalk or before entering the intersection.

- B. Official traffic-control signals consisting of colored lights or colored lighted arrows shall regulate vehicle and pedestrian traffic in the following manner:
- 1. A "steady circular red" light means vehicular traffic shall stop. Vehicular traffic shall remain standing until a signal to proceed is shown or vehicular traffic, unless prohibited by a sign, may cautiously enter the intersection to make a right turn from the right lane of traffic or a left turn from a one-way street to a one-way street from the left lane of traffic on a one-way street onto the left most lane of traffic on a one-way street. Turns made under this subsection shall be made in a manner that does not interfere with other vehicular or pedestrian traffic lawfully using the intersection. Pedestrian traffic facing a steady circular red light shall not enter the roadway unless the pedestrian can safely cross the roadway without interfering with any vehicular traffic.
- 2. A "steady circular yellow" or "steady yellow arrow" light means vehicular traffic is warned that the related green movement is being terminated and vehicular traffic shall no longer proceed into the intersection and shall stop. If the stop cannot be made in safety, a vehicle may be driven cautiously through the intersection. Pedestrian traffic is warned that there is insufficient time to cross the intersection and any pedestrian starting to cross the roadway shall yield the right of way to all vehicles.
- 3. A "steady circular green" light means vehicular traffic may proceed straight, turn right or turn left through the intersection unless otherwise specifically prohibited. Vehicular traffic shall yield the right of way to other vehicular and pedestrian traffic lawfully within the intersection.
- 4. A "steady green arrow" light shown alone or with another official traffic-control signal means vehicular traffic may cautiously enter the intersection and proceed in the direction indicated by the arrow. Vehicular traffic shall yield the right of way to other vehicles and pedestrians lawfully within the intersection.

- 5. A "flashing circular red" light means vehicular traffic shall stop and after stopping may proceed cautiously through the intersection yielding to all vehicles not required to stop or yield which are within the intersection or approaching so closely as to constitute a hazard, but then may proceed.
- 6. A "flashing yellow" light means vehicular traffic shall proceed through the intersection or past such signal with caution.
- 7. A "flashing yellow arrow" light shown alone or with another official traffic-control signal means vehicular traffic may cautiously enter the intersection and proceed only in the direction indicated by the arrow. Vehicular traffic shall yield the right-of-way to other vehicles and pedestrians lawfully within the intersection and any vehicle on the opposing approach which is approaching so closely as to constitute an immediate hazard during the time the driver is moving within the intersection.
- 7 8. A "don't walk" or "steady upraised hand" light is a pedestrian signal which means that pedestrian traffic facing the illuminated pedestrian signal shall not start to cross the roadway in the direction of the pedestrian signal, and pedestrian traffic in the crossing shall proceed to a safety zone.
- 9. A "flashing upraised hand" or "upraised hand with countdown" light is a pedestrian signal which means that pedestrian traffic facing the illuminated pedestrian signal shall not start to cross the roadway in the direction of the pedestrian signal, and pedestrian traffic in the crossing shall proceed to a safety zone. The "upraised hand with countdown" light is a pedestrian signal that also provides the time remaining for the pedestrian to complete the crossing.
- § 10. A "walk" or "walking person" light is a pedestrian signal which means that pedestrian traffic facing the illuminated pedestrian signal may proceed to cross the roadway in the direction of the pedestrian signal and shall be given the right of way by drivers of all vehicles.

# 6-4-7: ARRANGEMENT OF LIGHTS ON OFFICIAL TRAFFIC-CONTROL SIGNALS:

- A. Colored lights placed on a vertical official traffic-control signal face shall be arranged from the top to the bottom in the following order when used: circular red, steady and/or flashing left turn red arrow, steady and/or flashing right turn red arrow, circular yellow, circular green, straight through yellow arrow, straight through green arrow, steady left turn yellow arrow, flashing left turn yellow arrow, left turn green arrow, steady right turn yellow arrow, flashing right turn yellow arrow, and right turn green arrow.
- B. Colored lights placed on a horizontal official traffic-control signal face shall be arranged from the left to the right in the following order when used: circular red, steady and/or flashing left turn red arrow, steady and/or flashing right turn red arrow, circular yellow, steady left turn yellow arrow, flashing left turn yellow arrow, left turn green arrow, circular green, straight through yellow arrow, straight through green arrow, steady right turn yellow arrow, flashing right turn yellow arrow, and right turn green arrow.

# 6-4-9: INTERFERENCE WITH DEVICES, SIGNS, OR SIGNALS; UNLAWFUL POSSESSION; TRAFFIC SIGNAL PREEMPTION DEVICES:

Iowa Code (2015) section 321.260 is adopted by reference.

A person who wilfully and intentionally, without lawful authority, attempts to or in fact alters, defaces, injures, knocks down or removes an official traffic control device, an authorized warning sign or signal or barricade, whether temporary or permanent, a railroad sign or signal, an inscription, shield or insignia on any of such devices, signs, signals or barricades, or any other part thereof, shall, upon conviction, be guilty of a simple misdemeanor and shall be required to make restitution to the affected jurisdiction.

It shall be unlawful for any person to have in the person's possession any official traffic-control device except by reason of the person's employment. Any person convicted of unauthorized possession of any official traffic-control device shall, upon conviction, be punished as provided in Iowa Code, for a simple misdemeanor.

**SECTION 2.** Title 6, Chapter 5, Article A, Sections 3, 4, and 5 are hereby amended by deleting strike through text and adding <u>underline</u> text.

# 6-5A-3: SCHOOL BUSES:

<u>Iowa Code (2015) section 321.372 is adopted by reference.</u>

The following school bus safety regulations shall apply within the City:

A. Signals: The driver of any school bus used to transport children to and from a public or private school shall, when stopping to receive or discharge pupils at any point within the City, turn on the flashing stop warning signal lights at a distance of not less than one hundred feet (100'), nor more than three hundred feet (300') from the point where said pupils are to be received or discharged from the bus. At the point of receiving or discharging pupils, the driver of the bus shall bring the bus to a stop and extend the stop arm. After receiving or discharging pupils, the bus driver shall turn off the flashing stop warning lights, retract the stop arm and then proceed on the route. No school bus shall stop to load or unload pupils unless there is at least three hundred feet (300') of clear vision in each direction.

B. Lights On: The driver of a school bus shall, while carrying passengers, have its headlights turned on.

C. Discharging Pupils: All pupils shall be received and discharged from the right front entrance of every school bus and if said pupils must cross the street or highway, they shall be required to pass in front of the bus, look in both directions and proceed to cross the street or highway only on signal from the bus driver.

D. Passing Prohibited: The driver of any vehicle overtaking a school bus shall not pass a school

bus when flashing stop warning signal lights are flashing and shall bring said vehicle to a complete stop not closer than fifteen feet (15') of the school bus when it is stopped and stop arm is extended and shall remain stopped until the stop arm is retracted and school bus resumes motion or until signalled by the driver to proceed.

E. Stop When Meeting: The driver of any vehicle when meeting a school bus on which the amber warning signal lights are flashing shall reduce the speed of said vehicle to not more than twenty (20) miles per hour, and shall bring said vehicle to a complete stop when signal arm is extended and said vehicle shall remain stopped until the stoparm is retracted after which driver may proceed with due caution.

F. Multi-Lane Roads: The driver of a vehicle upon a highway or street providing two (2) or more lanes in each direction need not stop upon meeting a school bus which is traveling in the opposite direction even though said school bus has stopped.

G. Application: This Section shall apply to the business, residential and suburban districts of the City.

# 6-5A-4: FUNERAL OR OTHER PROCESSIONS:

<u>Iowa Code (2015) section 321.324A is adopted by reference.</u>

The following regulations shall apply to funeral or other processions within the City:

A. Identified: A funeral or other procession composed of vehicles shall be identified as such by the display upon the outside of each vehicle of a pennant or other identifying insignia or by such other method as may be determined and designated by the Police Chief.

B. Manner of Driving: Each driver in a funeral or other procession shall drive as near to the right hand side of the roadway as practical and shall follow the vehicle ahead as closely as is practical and safe.

C. Interrupting Procession: No driver of any vehicle shall drive between the vehicles comprising a funeral or other authorized procession while they are in motion and when such vehicles are conspicuously designated as required in this Chapter. This provision shall not apply at intersections where traffic is controlled by traffic-control signals or peace officers.

# 6-5A-5: SQUEALING TIRES CARELESS DRIVING:

Iowa Code (2015) section 321.277 is adopted by reference.

No person shall drive any vehicle in such a manner as to cause the repeated or prolonged squealing of tires through too rapid of acceleration or too high of speed on turning of such vehicle.

**SECTION 3.** Title 6, Chapter 5, Article C, Sections 4, 5, and 6 are hereby amended by deleting strike through text and adding <u>underline</u> text.

# 6-5C-4: FAILURE TO RECOGNIZE SIGNAL:

Iowa Code section 321.300 has been repealed.

Any driver of a vehicle that is overtaken by a faster moving vehicle who fails to heed the signal of the overtaking vehicle when it is given under such circumstances that the driver of the overtaken vehicle could, by the exercise of ordinary care and observation and precaution, hear such signal and who fails to yield that part of the traveled way as herein provided, shall be guilty of a misdemeanor punishable as provided in Iowa Code, section 321.482.

## 6-5C-5: BURDEN OF PROOF:

Iowa Code section 321.301 has been repealed.

Upon proof that a signal was given as contemplated by Section 6-5C-4 of this Chapter, the burden shall rest upon the accused to prove that the accused did not hear said signal.

# 6-5C-6: OVERTAKING AND PASSING ON THE RIGHT:

Iowa Code (2015) section 321.302 is adopted by reference.

A. The driver of a vehicle may overtake and pass upon the right of another vehicle which is making or about to make a left turn.

B. The driver of a vehicle may overtake and, allowing sufficient clearance, pass another vehicle proceeding in the same direction either upon the left or upon the right on a roadway with unobstructed pavement of sufficient width for four (4) or more lines of moving traffic when such movement can be made in safety. No person shall drive off the pavement or upon the shoulder of the roadway in overtaking or passing on the right.

**SECTION 4:** Title 6, Chapter 5, Article E, Section 6 is hereby amended by deleting strike through text and adding <u>underline</u> text, and Section 7 is hereby created by adding <u>underline</u> text.

# 6-5E-6: OPERATION ON APPROACH OF EMERGENCY VEHICLES:

<u>Iowa Code (2015) section 321.324 is adopted by reference.</u>

A. Upon the immediate approach of an authorized emergency vehicle with any lamp or device displaying a red light, or an authorized emergency vehicle of the Fire Department displaying a blue light or flashing white light of E.M.S. Department, or when the driver is giving audible signal by siren, exhaust whistle or bell, the driver of every other vehicle shall yield the right of way and shall immediately drive to a position parallel to, and as close as possible to, the right-hand edge or curb of the highway clear of any intersection and shall stop and remain in such

position until the authorized emergency vehicle has passed, except when otherwise directed by a police officer. For the purposes of this Section, "red-light", "blue light" or "white light" means a light or lighting device that, when illuminated, will exhibit a solid flashing or strobing red, blue or white light.

B. This Section shall not operate to relieve the driver of an authorized emergency vehicle from the duty to drive with due regard for the safety of all persons using the highway.

# 6-5E-7: APPROACHING CERTAIN STATIONARY VEHICLES:

<u>Iowa Code (2015) section 321.323A is adopted by reference.</u>

**SECTION 5:** Title 6, Chapter 5, Article F, Section 1 is hereby amended by deleting strike through text and adding <u>underline</u> text.

# 6-5F-1: OBEDIENCE TO SIGNAL <u>INDICATING APPROACH</u> OF <u>RAILROAD</u> TRAIN <u>OR RAILROAD TRACK EQUIPMENT</u>:

When a person driving a vehicle approaches a railroad grade crossing and warning is given by automatic signal, crossing gates, a flag person or otherwise of the immediate approach of a railroad train or railroad track equipment, the driver of the vehicle shall stop within fifty feet (50') but not less than fifteen feet (15') from the nearest rail and shall not proceed until the driver can do so safely.

The driver of a vehicle shall stop and remain standing and not traverse such a grade crossing when a crossing gate is lowered or when a human flagman gives or continues to give a signal of the approach or passage of a <u>railroad</u> train <u>or railroad</u> track equipment.

**SECTION 6:** Title 6, Chapter 5, Article G, Section 10 is hereby amended by deleting strike through text and adding <u>underline</u> text.

# 6-5G-10: GENERAL TRAFFIC REGULATIONS:

- A. Proof of security against liability driving without liability coverage. Iowa Code (2011) section 321.20B is adopted by reference.
- B. Operation without registration. Iowa Code (2011) section 321.98 is adopted by reference.
- C. Fraudulent use of registration. Iowa Code (2011) section 321.99 is adopted by reference.
- D. Operation without proper driver's license. Iowa Code (2011) section 321.174 is adopted by reference.
- E. Child restraint devices. Iowa Code (2011) section 321.446 is adopted by reference.
- F. Safety belts and safety harnesses use required. Iowa Code section 321.445 is adopted by

reference.

PASSED AND ADDDOVED this

- G. Operation of motor vehicle with expired license. Iowa Code (2015) section 321.174A is adopted by reference.
- H. Permitting unauthorized minor to drive. Iowa Code (2015) section 321.219 is adopted by reference.
- I. Permitting unauthorized person to drive. Iowa Code (2015) section 321,220 is adopted by reference.
- J. Display of plates. Iowa Code (2015) section 321.37 is adopted by reference.
- K. Injuring or tampering with vehicle. Iowa Code (2015) section 321.78 is adopted by reference.

**SECTION 7. REPEALER.** All Ordinances or parts of Ordinances in conflict with the provision of this Ordinance are hereby repealed.

**SECTION 8. 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 9. EFFECTIVE DATE.** This Ordinance shall be in full force and effect from and after its passage, adoption, and publication as required by law.

2015

TABBED AND ATTROVED HIS ua	y 01, 2013.
	Steven K. Gaer, Mayor
ATTEST:	
Ryan T. Jacobson, City Clerk	

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# CITY OF WEST DES MOINES CITY COUNCIL MEETING COMMUNICATION

DATE: Jur	ie 15.	2015
DATE: Ju	u	ıne 15,

First reading of proposed Ordinance to amend Section 12 of Title 6, Chapter 9 of the Municipal Code to revise the City's truck route regulations.

### FINANCIAL IMPACT:

This proposed Ordinance amendment should have no financial impact to the City, other than to help protect City roadways from deterioration by lessening the amount of truck traffic on roadways not designed or built to accommodate heavy truck travel.

#### **BACKGROUND:**

This proposed Ordinance would revise truck route regulations within West Des Moines and specifically provide that the weight limitations would be governed by the weight rating of the vehicle instead of the actual weight of the vehicle and any particular load carried by the vehicle at that time. This change would make it easier for our police officers to enforce the City's ordinance by not requiring that all vehicles must be weighed following a traffic stop. The purpose of the ordinance remains to keep vehicles that are capable of carrying heavy loads on the truck route as much as possible. All trucks making a delivery or stop within the City can travel off of the truck route in a direct path and similarly return to the truck route once the delivery or stop has been made. This ordinance also contains a penalty provision stating that violations are subject to a \$100.00 civil penalty instead of a fine. That distinction should hopefully enable truck drivers to keep a moving violation for this type of offense off of their driving records so that they are not in jeopardy of losing their commercial driver's licenses.

The Public Safety City Council subcommittee approved of this proposed new Ordinance at its meeting held on June 5, 2015.

OUTSTANDING ISSUES (if any): None

# **RECOMMENDATION:**

It is recommended that the City Council approve the first reading of this proposed Ordinance.

Lead Staff Member:	Jason B. Wittgraf.	Assistant City	Attorney JB	W

# STAFF REVIEWS

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

PUBLICATION(S) (if applicable)
Published In

Published In	
Dates(s) Published	

SORCOMMIT TEE	KEVIEW	(II applicable	le)
Committee	<u> </u>	Public Safet	у
Date Reviewed	June 5, 2015		
Recommendation	Yes	No	Split

<b>ORDINANCE</b>	E NO.
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AN ORDINANCE AMENDING THE CITY CODE OF THE CITY OF WEST DES MOINES, IOWA, 2014, BY AMENDING TITLE 6, "MOTOR VEHICLES AND TRAFFIC", CHAPTER 9, "TRAFFIC SCHEDULES", SECTION 12 "LOAD LIMITS; TRUCK ROUTES", SUBSECTION 2 "TRUCK ROUTE"

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

**SECTION 1:** Title 6, Chapter 9, Section 12, Subsection 2 is hereby amended by deleting strike through text and adding <u>underline</u> text.

# **6-9-12-2: TRUCK ROUTE:**

Truck route regulations are established as follows:

A. Truck Routes Designated: Every motor vehicle or combination of vehicles, including attached trailers, with an actual weight, gross vehicle weight rating, or gross combination weight rating of weighing ten thousand (10,000) pounds or more, when loaded or empty, having no fixed terminal within the city or making no scheduled or definite stops within the city for the purpose of loading or unloading cargo or passengers at specific locations within the city shall not travel over or upon any and all the following streets within the city except through streets defined as truck routes as follows. and none other:

Street	<u>From</u>	To
Army Post Road	East corporate limits	West corporate limits
Ashworth Road	East corporate limits	West corporate limits
Buffalo Road	East corporate limits	Nineteenth Street Place
E.P. True Parkway	Grand Avenue	West corporate limits
Fuller Road	Railroad Avenue	Grand Avenue
Grand Avenue	East corporate limits	West corporate limits
Industrial Circle	Nineteenth (South) Street	Eighteenth (South) Street
Jordan Creek Parkway	North corporate limits	Bridgewood Boulevard
Jordan Creek (South) Parkway	Bridgewood Boulevard	South terminus
Lincoln Street	First (South) Street	Eleventh (South) Street

	Thirteenth (South) Street	Fuller Road
Maffitt Lake Road	Southwest connector	Twentieth (South) Street
	Thirty Fifth (South) Street	Fiftieth (South) Street
Mills Civic Parkway	E.P. True Parkway	Terminus at Mills Civic Parkway
Raccoon River Drive	Grand Avenue	West corporate limits
Railroad Avenue	East corporate limits	Grand Avenue
Southwest connector	Army Post Road	Southern terminus
Stagecoach Drive	Mills Civic Parkway	West terminus
University Avenue	Twenty Second Street	West corporate limits (south side only)
Vista Drive	Sixtieth Street	Jordan Creek Parkway
Westown Parkway	Nineteenth Street Place	West corporate limits
First Street	North corporate limits	Railroad Avenue
First (South) Street contiguous with Iowa Highway 28	Railroad Avenue	East corporate limits
Eighth Street	North corporate limits	Grand Avenue
Eleventh (South) Street	Railroad Avenue	Lincoln Street
Thirteenth (South) Street	Railroad Avenue	Lincoln Street
Eighteenth (South) Street	Fuller Road	Industrial Circle
Nineteenth Street	Ashworth Road	E.P. True Parkway
Nineteenth (South) Street	Fuller Road	Industrial Circle
Twentieth (South) Street	Maffitt Lake Road	South corporate limits
Twenty Second Street	North corporate limits	Ashworth Road
Thirty Fifth Street	North corporate limits	E.P. True Parkway
Thirty Fifth (South) Street	Army Post Road	Maffitt Lake Road
Forty Second (South) Street	Walnut Woods Drive	Army Post Road
iftieth Street	North corporate limits	574 feet south of centerline

		of E.P. True Parkway
Fiftieth (South) Street	574 feet south of centerline of E.P. True Parkway	Grand Avenue
	Maffitt Lake Road	South corporate limits
Sixtieth Street	North corporate limits	Wistful Vista Drive
Sixtieth (South) Street	Wistful Vista Drive	Mills Civic Parkway
Sixty Eighth Street	E.P. True Parkway	Wistful Vista Drive
Sixty Eighth (South) Street	Wistful Vista Drive	South terminus
Ninety Second Street	University Avenue	Ashworth Road

- B. Deliveries Off Truck Route: Any motor vehicle or combination of vehicles, including attached trailers, with an actual weight, gross vehicle weight rating, or gross combination weight rating of weighing ten thousand (10,000) pounds or more, when loaded or empty, having a fixed terminal, making a scheduled or definite stop within the city for the purpose of loading or unloading cargo or passengers at a specific location within the city shall proceed over or upon the designated truck routes set out in this section to the nearest point of its scheduled or definite stop and shall proceed thereto, load or unload and return by the most direct route to its point of departure from said designated route. The motor vehicle operator shall provide a bill of lading or other proof of delivery upon request by a police officer to ascertain whether the driver has satisfied the requirements of this subsection.
- C. Employer's Responsibility: The owner or any other person, employing or otherwise directing the driver of any vehicle shall not require or knowingly permit the operation of such vehicle upon a street in any manner contrary to this section.
- D. Exempt Vehicles: This section does not prohibit the following:
- 1. Emergency Vehicles: The operation of emergency vehicles upon any street within the city.
- 2. Public Utilities: The operation of trucks owned or operated by the city, public utilities or any contractor or material men, while engaged in the repair, maintenance or construction of streets, public improvements or street utilities in the city.
- 3. Buses: The operation of any school bus or public bus upon any street in the city.
- 4. Waste Removal Vehicles: The operation of trucks upon any street in the city for purposes of removing solid waste, yard waste, or recycling from businesses and residences located within the city.
- 5. Recreational Vehicles: The operation of any recreational vehicles and vans used for private, non-commercial transport and recreational activities.
- 4. <u>6.</u> Detoured Trucks: The operation of trucks upon any officially established detour in any case where such trucks could lawfully operate upon the street for which such detour is established.
- E. Clerk Maintains Maps: The city clerk or designee shall keep and maintain accurate maps

- setting out truck routes and streets upon which truck traffic is permitted; the maps shall be kept on file in the office of the <u>city</u> clerk <u>or designee</u> and shall be available to the public.
- F. Signs Posted: Signs shall be posted along all truck routes showing the direction thereof and to notify motor vehicle operators of the use, approach, and entrance of such truck routes. the type of trucks prohibited from using other streets of the city.
- G. Weigh In: When the gross vehicle weight rating or gross combination weight rating of a motor vehicle cannot be immediately determined, the City's police officers chief of police shall have the authority to require any person driving or in control of any commercial motor vehicle not proceeding over a truck route or street over which truck traffic is permitted, to proceed to any public or private scale available for the purpose of weighing and determining whether this section has been violated, if the police officer has a reasonable and articulable basis to believe that the actual weight of the vehicle in question exceeds ten thousand (10,000) pounds. The City shall not be required to prove the actual weight of the vehicle or combination of vehicles, including attached trailers, in question if it has been determined that the gross vehicle weight rating or gross combination weight rating exceeds ten thousand (10,000) pounds.
- H. Special Permit: Any driver or owner of any truck or commercial motor vehicle prohibited from traveling or traversing any street other than a as designated truck route or falling within the exceptions herein stated, may make written application to the city public works engineering department for a special permit to use any street within the city and said department may grant such permit imposing terms and conditions as the said department deems appropriate.
- I. Violation and Penalty: It is unlawful for any driver or owner of a motor vehicle to violate the provisions of this section. Violations of this section are declared to be municipal infractions and may be punished as provided in Title 1, Chapter 4 of this Code. Police officers shall also be authorized to issue citation complaints. A one hundred dollar (\$100.00) civil penalty shall be imposed for each violation where a citation complaint has been issued. Any driver or owner of a motor vehicle traveling in violation of this section may be subject to a municipal infraction and/or a citation complaint.
- **SECTION 2. REPEALER.** All Ordinances or parts of Ordinances in conflict with the provision of this Ordinance are hereby repealed.
- SECTION 3. SAVINGS CLAUSE. If any section, provision, sentence, clause, phrase, or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any provision, section, subsection, sentence, clause, phrase, or part hereof not adjudged invalid or unconstitutional.
- SECTION 4. EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage, adoption, and publication as required by law.

PASSED AND APPROVED this day of _	, 2015.	
	Steven K. Gaer, Mayor	
ATTEST:		
Ryan T. Jacobson, City Clerk		

# CITY OF WEST DES MOINES CITY COUNCIL MEETING COMMUNICATION

DATE: June 15, 2015

ITEM: S & F/Karp PUD Amendment, NE corner of S. 41st Street and Mills Civic Parkway - Amend PUD to address development regulations - Highgates Plaza, LLC - ZC-002740-2015

MOTION: Refer to Plan and Zoning Commission

FINANCIAL IMPACT: Undetermined.

**BACKGROUND:** The applicant, Highgates Plaza, LLC, has submitted an application for approval of an amendment to the S & F/Karp Planned Unit Development (PUD) to amend the development regulations for Parcel C within the PUD.

At this time the petitioner is requesting that the City Council initiate the rezoning request and refer it to the Plan and Zoning Commission for their review and recommendation. The initiation of the rezoning request by the City Council does not indicate support or opposition to the rezoning request or the project pending on this site. The initiation of the request merely responds to the due process rights of the petitioner.

**RECOMMENDATION:** Staff recommends initiation of the rezoning request and forwarding it to the Plan and Zoning Commission for their review and recommendation.

Lead Staff Member: Brian Portz, Case Planner 30

Legal	165	
Agenda Accep	tance	
PUBLICATIO	ON(S) (if applicable)	SUBCOMMITTEE REVIEW (if applicable)
Published In	n/a	Committee
Date(s)	n/a	Date Reviewed

Recommendation

Yes

No □

Split 🗆

# **ATTACHMENTS:**

property owners

sent

Letter

STAFF REVIEWS:

Department Director

Appropriations/Finance

Exhibit I - Location Map

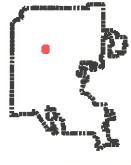
surrounding

n/a

THIS MAP IS NOT TO BE USED FOR NAVIGATION

NAD\_1963\_StatePlane\_lowe\_South\_FIPS\_1402\_Feet © City of West Des Moines, Iowa

416.7



S&F/Karp PUD Amendment

Legend

Parcels
Parks
Geenways

Disclaimer. The City of West Des Moines makes no warranties regarding the accuracy or completeness of the data provided herein. 1: 2,500 -MILLS-CIVIG-PKWY WILE-S-CIVIC-PKWY TS HISC'S Subject Property 208.33

# CITY OF WEST DES MOINES CITY COUNCIL MEETING COMMUNICATION

ITEM: Lisa Schneider - Resignation from DATE: June 15, 2015

Human Services Advisory Board - Receive and File

FINANCIAL IMPACT: None

**BACKGROUND:** Lisa Schneider has submitted a letter of resignation from the Human Services Advisory Board, effective immediately. The Mayor and City Council appreciate the time she 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

**STAFF REVIEWS** 

Department Director	Ryan T. Jacobson, City Clerk
Appropriations/Finance	
Legal	
Agenda Acceptance	RTH

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

	Published In				
Į	Dates(s) Published				

Committee			 
Date Reviewed			
Recommendation	Yes	No	

From: Lisa Cosentino Schneider

Sent: Thursday, June 04, 2015 1:38 PM

To: Holcomb, Althea

Subject: RE: your board membership

Hi Althea,

Thank you for your thoughtful email. I've been meaning to contact you, Tammy, and Mayor Gaer, and apologize for not doing so sooner. Yes, my job, while quite rewarding (and much needed!) has proven to have a very unpredictable schedule, with many events ending up being held on Tuesdays, so this has unfortunately obviously interrupted my commitment to my cherished appointment, of which I have been so honored, to the West Des Moines Human Services Board, which truly saddens me.

As much as I want to maintain my appointment, and as much as I wish I could offer an estimated amount of future meetings to which I could commit to attending, it is challenging due to the unpredictable nature of my job and position at this time.

I certainly understand the position in which this puts you and the Board, and I so wish I could make it work, but I do agree with you that you need an appointee who can offer the commitment you and the Board need and deserve, so at this time, I am saddened to do so, as I was so honored to have been considered for and given the appointment, and to be a part of all of the incredible work you and the Board do, but feel it is in everyone's best interest to offer my resignation.

I have enjoyed my time, although brief, with you and the Board and Board members, and will continue to support the Board's efforts as much as I can. I appreciate all of your support and all that you and the Board do for the community.

I would much appreciate it if you could please forward this to the Mayor and Tammy. Thanks again.

Sincerely, Lisa