

**MEETING MINUTES**  
**PUBLIC WORKS COUNCIL COMMITTEE**  
**West Des Moines City Hall Training Room**  
**August 17, 2015**

**Attending:**

Council Member – Rick Messerschmidt	Principal Engineer – Jason Schlickbernd
Council Member – Kevin Trevillyan	Principal Engineer – Ben McAlister
City Manager – Tom Hadden	Communications Specialist – Lucinda Stephenson
Finance Director – Tim Stiles	Guest - Andy Denker, Concrete Technologies Inc.
City Attorney – Dick Scieszinski	Guest - Dave Moermond, HR Green
Assistant City Attorney – Greta Truman	Guest – Resident Michael Rush
Comm. & Econ. Dev. Director – Clyde Evans	Guest – Resident Ed Bowden
City Engineer – Duane Wittstock	Guest – Resident Terry Gray ( <i>via teleconference</i> )
Public Works Director – Bret Hodne	Guest – Residents Matthew & Kerry McGuire
Public Works Deputy Director – Joe Cory	

**Meeting called to order at 11:35 AM.**

**1. Barnes Heights Sewer Request**

**Issue Summary:**

Principal Engineer Jason Schlickbernd reviewed the history of establishing a sanitary sewer connection fee district for the Barnes Heights development. A public hearing on the establishment of the connection fee district was held at the May 4, 2015, Council meeting but was continued indefinitely and referred to the Public Works Council Subcommittee. At the June 1, 2015, Council meeting, Council did not move forward with establishment of the fee district due to the majority of the 18 properties within the development opposed to the creation of the district.

Michael Rush at 6250 Brookview addressed the PWCC seeking direction on connection to the sanitary sewer already in place for the Pemberley Hills development. Ed Bowden at 6220 Brookview addressed the PWCC with his interest in purchasing a private easement to go through Mr. Rush's property to hook into the Pemberley Hills sanitary sewer. Mr. Rush was in favor of establishment of the Barnes Heights connection fee district. Mr. Bowden was opposed to the low pressure sewer option. Mr. Rush is willing to sell a private easement to Mr. Bowden to hook to the existing Pemberley Hills sewer. Historically, City policy for subdivision sewer is that any time a sewer runs across a property, it has to be a public sewer, it cannot be a private sewer.

Discussion included the reason the low pressure sewer option was pursued instead of the gravity sewer option, which was due to residents' concerns with disruption of property with a gravity sewer system. The connection fee for the 18 lots within the Barnes Heights connection fee district for the low pressure system would have been approximately \$24,000 per lot. There are three lots that are adjacent to an existing sewer line and if those three lots hooked into an existing line and were not included in the Barnes Heights fee district, the cost per lot would increase to approximately \$29,000; this cost would include grinder pumps and service lines. Without grinder pumps, the cost would be approximately \$7,400 per lot for 18 lots and approximately \$9,900 for 15 lots. In comparison, the gravity sewer option costs would have been approximately \$24,000 per lot. Council Member Rick Messerschmidt

stated the PWCC is not willing to revisit the establishment of a connection fee district for Barnes Heights until a consensus from the property owners is determined.

There was discussion on the option of directional drilling for a gravity sewer to avoid property disruption, but staff does not recommend pursuit of that option due to the difficulty in controlling tolerance standards. Council Member Messerschmidt asked for clarification from Legal on how the City would handle the situation if the fee district had been established. City Attorney Dick Scieszinski stated if a district had been established but hook ups and the connection fee were allowed to be deferred until necessary, then Mr. Rush would not be allowed to hook up to the Pemberley Hills sewer since he would have been part of the Barnes Heights district. However, since a fee district has not been established in Barnes Heights, the City may have the legal right to deny Mr. Rush's request for connection but it may not be in the City's best interest to do so. The PWCC asked Mr. Rush if he is aware hooking into the Pemberley Hills sanitary sewer will be at his expense. Mr. Rush acknowledged he was aware of that.

***Direction:*** The PWCC recommends allowing Mr. Rush to hook into the existing sanitary sewer line in the Pemberley Hills district, however, they are opposed to allowing Mr. Bowden to purchase a private easement from Mr. Rush's property to hook into the Pemberley Hills sewer line. Staff confirmed with the PWCC that on any future requests where a resident has to go across private property to hook into an existing sanitary sewer line, they will be asked to seek direction from the PWCC but if the property is adjacent to an existing line, staff will advise them to apply for a plumbing permit to hook into it.

## **2. 1641 South 35<sup>th</sup> Street Drainage**

### **Issue Summary:**

Mr. Schlickbernd stated that Terry Gray at 1641 South 35<sup>th</sup> Street had water in his basement at the end of June but whether water is coming in from the front or back yard is yet to be determined. Mr. Gray is concerned with the drainage in the ditch on his property as well as other properties to the north of Thornwood. Public Works staff completed a rudimentary survey along the right-of-way (ROW) and found there is good fall across the property to the north of Mr. Gray's. However, the private culvert on Mr. Gray's property needs cleaned out and Mr. Gray has acknowledged he is aware the private culvert maintenance is his responsibility. There is a 6-8 inch high spot between Mr. Gray's property and the property to the south. Ditches are part of City ROW which staff would maintain. If the high point between the properties were ditched out by staff, it would be very flat from culvert to culvert which would still drain but there could potentially be some ponding after a rain event until the water had time to soak into the ground. The culvert on the property to the south of Mr. Gray's is sloped in the wrong direction about 2-3 inches and water drains north instead of south and that may need to be corrected if the ditch maintenance does not solely resolve the issue. Mr. Gray requested that the City communicate with the property to the south of his of the necessary requirements for correcting the culvert if needed.

Mr. Gray is concerned with drainage from north of Thornwood on the west side of South 35<sup>th</sup> Street and his observation is that with any rainfall, water runs across South 35<sup>th</sup> Street. Mr. Gray is requesting the City review the drainage in that area. There was discussion about the obligation of the Ver Ploeg property regarding paving on the east half of South 35<sup>th</sup> Street, but there hasn't been any willingness to go forth with any special assessment projects to move forward on the other parts. Staff can conduct stop/gap maintenance to ditches to aid with drainage, but to make significant improvements, South 35<sup>th</sup> Street needs to become an urban cross section with storm sewer.

**Direction:** The PWCC recommends that staff perform maintenance issues in the ditches to help improve drainage. Council Member Messerschmidt also recommends that residents within the neighborhood meet to review any water flow concerns they may have and work together to improve drainage and water flow through private culverts.

### 3. **4605 Aspen Drive Drainage**

**Issue Summary:**

Public Works Deputy Director Joe Cory provided a brief history on the drainage issue with this property as it relates to the creek channel. The issue was first brought to the PWCC in 2003 as a request from the property owner to improve the drainage through the property. At that time, the PWCC recommendation was that the City wouldn't handle maintenance of the creek channel since it was private property. In 2007, staff held a meeting with residents in the creek channel area to discuss conducting a study funded by the City, however, the residents were opposed to moving forward with anything they would be specially assessed for the cost of improvements. At that time, David McGuire, resident at 4605 Aspen Drive, completed improvements to the creek channel on his property. With the rainfall this year, much of the rip-rap has been compromised on the property. Photos were displayed showing the current state of the creek channel taken the week of August 10, 2015 (Item 3). Because the lot was originally platted as a private development, the City has no authority to conduct improvements. A special covenant and release agreement from 1988 was referenced which specifies a hold harmless agreement for the City from erosion issues caused by the flow of water through the creek channel for 4 properties developed in 1986 (Item 3); the 4605 Aspen Drive property is not included in the special covenant document. The City has an overland flowage easement but the special covenant stipulates if any alterations or modifications to the creek channel are necessary at locations upstream to the lots, the City would provide written notice to the lot owners prior to the commencement of any work. Matthew and Kerry McGuire, sons of David McGuire, and representing the current resident at 4605 Aspen Drive, responded that the covenant does not include the 4605 Aspen Drive property and are requesting that the City take responsibility for improvements to the creek channel on their property. The McGuire's contend that a lot of debris is carried through the creek and there is significant undertow when drainage occurs during a rain event. The McGuire's position is that the burden for the infrastructure to maintain and make improvements on the creek channel should be the responsibility of the City since it is part of the storm sewer system.

Staff has been consistent with this matter in maintaining that because the creek channel is on private property, it is the responsibility of the property owner for maintenance and improvements for drainage issues. The City completed improvements in the City ROW from the street to the edge of the property. Current City policy indicates that the City has the ability to maintain the creek channel but no obligation to perform maintenance. Drainage laws in the state require downstream property owners take responsibility for the natural watercourse from upstream for a reasonable amount of water. Discussion included the effect of a change to City policy if a precedent were set in this instance of the City taking over maintenance and improvements of drainage issues on private property.

**Direction:** The PWCC concurs it is not in the best interest of the City to change current policy and that the property owner at 4605 Aspen Drive is responsible for creek channel improvements. The McGuire's disagree with the PWCC's recommendation and indicated they will be seeking legal counsel.

4. **Quail Cove/Eagle Crest Drainage**

Mr. Schlickbernd reported that staff will be meeting with four (4) property owners in the Quail Cove/Eagle Crest development on August 19, 2015. The temporary sandbagging efforts the property owners have conducted to aid with drainage are not working. Staff will only be present at the meeting to provide technical assistance. The property owners are responsible for agreeing to a final solution.

**Direction:** Information Only.

5. **Grand Avenue Pavement**

**Issue Summary:**

Dave Moermond representing HR Green as the engineer and Andy Denker representing Concrete Technologies as the contractor for Grand Avenue Phase 6 were in attendance to discuss two issues on the project. Mr. Moermond reported that on the second pour, the center lane and westbound lane did not have as much crown as was originally designed. As a result, portions of the concrete are less than the design depth and do not drain properly. The project is federally funded and is being constructed under Iowa DOT specifications. The DOT uses a sliding scale to adjust the contract price based on the thickness of a random sample of pavement cores. Generally, if any cores are more than one inch less than design, the pavement must be removed and replaced. A series of cores were taken on areas of questionable thickness to verify the cause of the issue and determine the likelihood of removal and replacement under the specifications. All core samples taken were 8.5 inches or greater. Design pavement thickness is 9 inches. Based on the specifications the contract paving price is likely to be adjusted downward, but removal and replacement will not be required.

The concerns surrounding inadequate pavement drainage include hydroplaning and accumulation of ice during the winter. In order to correct the drainage issue the contractor has proposed to remove and replace a section of the center turn lane at the top of the hill. The contractor would put a high point in the center of the turning lane to direct water to run to the abutting lanes and drain as normal. Even though the cross slopes are slightly less than what was designed, HR Green anticipates it will drain adequately. Discussion included replacement of both lanes to correct the issue versus replacement of just one lane. Mr. Moermond and Mr. Denker responded to questions from the PWCC about the design and DOT requirements for being within specifications. Mr. Moermond recommends the PWCC accept the proposed solution.

**Direction:** The PWCC concurs with the HR Green recommendation.

6. **Frink Creek Sewer – Brower Property**

Principal Engineer Ben McAlister reported on the Brower property located within the Frink Creek sanitary sewer district. A map was displayed showing the Brower property outlined in blue and the red line indicates the project line (Item 6). Gravity sewer was installed in front of the properties on South 1<sup>st</sup> Street as part of the project. The Brower property was unique in that the existing driveway culvert had a slight bend in it that directed it to the cross-road culvert for South 1<sup>st</sup> Street. As part of the project, the culvert was to be removed and replaced in-kind. Pictures were displayed showing the culvert inlet prior to construction. Staff met with Mr. Brower onsite prior to construction to discuss how he wanted the culvert handled. Mr. Brower wanted the bend to remain and be piped into the City's culvert which staff agreed to as that would be replacing it in-kind. Staff explained to Mr. Brower they would prefer to bring the culvert back for easier maintenance of the road culvert which

Mr. Brower was in agreement with. The photo taken on July 7, 2015, shows the completed culvert replacement which was not acceptable to Mr. Brower. The photo from August 4, 2015, shows the same area after the contractor made improvements to the slope before the area was sodded. Mr. Brower has indicated his dissatisfaction with the culvert and has requested an intake be placed from the upstream side of the culvert and the ditch filled in. Staff anticipates if an intake is placed and the ditch shallowed the opening will be restricted and there is potential for an ice problem.

**Direction:** Information Only.

**7. Review of Public Works Items for Council Meeting (August 24, 2015)**

A. Order Construction:

- i. 2015 Sidewalk Program Phase I
- ii. Public Safety Station 17 HVAC Improvements
- iii. Maffitt Lake Road Pedestrian Underpass

B. Award Contract:

- i. South 8<sup>th</sup> Street – County Line Road to White Crane Road
- ii. 2014 Sidewalk Improvement Program – Phase I

C. Approval of Traffic Code Amendment, Official Traffic Controls – 65<sup>th</sup> Street & Ashworth Road  
(2<sup>nd</sup> Reading)

D. Approval to Sell Surplus City Equipment

E. Accepting Work:

- i. Ashworth Road Low Pressure Sewer
- ii. Alluvion 1A1 Water Main Improvements

F. Approval of Professional Services Agreement – (Tentative) To retain ROW acquisition services

G. Establish Public Hearing – Sugar Creek Storm Water Connection Fee District

**Direction:** The PWCC concurs with staff recommendations on the Council agenda items.

**8. Staff Updates**

- A. Waterford Drainage Issue – Public Works Director Bret Hodne reported that staff continues to maintain the area by mowing it once a year and making sure there's no overgrowth or trees blocking the waterway. While City staff have been receiving an anonymous request to mow it more often, per policy the City does not mow drainage ways to lawn-type standards.

**Direction:** Information Only.

- B. Alice Road and I-80 Interchange – A document was provided to the PWCC showing the updated schedule for the Alice Road and I-80 Interchange project (Item 8B).

**Direction:** Information Only.

## 9. Other Matters

- A. Value of City Property – Council Member Kevin Trevillyan is seeking clarification from Legal about how the value of City property is assessed for sale. Mr. Scieszinski stated that the price is subjective and may vary based on if the property is buildable or not. Discussion included a parcel on the 200 39<sup>th</sup> Street property that the property owners have requested to purchase from the City. Council Member Messerschmidt recommends that staff create a protocol for how the sale of City property is reviewed and approved.

**Direction:** The PWCC recommends that before a sale occurs on the parcel on 200 39<sup>th</sup> Street staff re-verify with other City departments that the City will not require the parcel in the future.

- B. Fox Creek Sanitary Sewer Phase I – The City’s contractor for the project is MPS Engineers and the project design was done by Veenstra & Kimm. MPS is currently laying sewer pipe. Fox Creek owns their own water system which is managed by Thorpe Water Company. Information provided by Thorpe during design indicated the water line was approximately 100 feet away from where the sanitary sewer is located. During the week of August 10, 2015, MPS damaged the water main interrupting water service to the area. MPS repaired the damaged section in order to restore water service. MPS potholed the remaining area where the sewer trench and water main were expected to conflict. During the potholing operation Thorpe asked MPS to go outside of the City easement and dig a trench to locate the water main and in doing so, MPS damaged the water main again. Last Thursday, August 13, 2015, staff met with the Fox Creek Water Board to discuss solutions. A solution was agreed upon to install a temporary run-around and a process to cross the watermain in the other locations. On Friday morning, August 14, 2015, the temporary fix installed by MPS failed. The Fox Creek Water Board has indicated it wants a new water main installed at City expense and doesn’t want MPS to continue work until the issue is resolved. Staff met with V&K to determine if MPS can conduct work upstream until a resolution is determined for the water main. V&K has provided notice to MPS that work can continue from manhole 13 upstream or on the west leg of the project without disturbance to the water main.

Staff recommends a permanent repair where the water main was damaged at the City’s expense. At the two other locations of known conflict MPS is responsible for working around or otherwise accommodating the existing utility. However, the Fox Creek Water Board is now requesting all new water main be installed. There will be upcoming change orders for the cost of fixing and relocating the water lines.

**Direction:** Information only.

- C. Grand Avenue Phase 6 – Mr. McAlister reported that notices were sent August 17, 2015, to properties adjacent to the project notifying them of a change in access to their properties. At approximately the same time, South 35<sup>th</sup> Street will also close. The only available route will be Quail Park Drive.

**Direction:** Information Only.

- D. Request from Corell Contractor – Mr. McAlister reported he received a request from Corell Contractor to use Commerce Drive in lieu of South 35<sup>th</sup> Street to haul materials to the Grand Avenue projects. The approved route for Corell was South 35<sup>th</sup> Street to Fuller Road. Staff

reported that Councilman Trimble has received significant objections to use Commerce Drive. In addition, school starts Monday, August 24, 2015, which will cause congestion with concrete trucks on the same route as school buses.

**Direction:** The PWCC recommends the contractor use the previously approved haul route.

Meeting adjourned at 1:55 PM. The next Public Works City Council Subcommittee meeting is scheduled for August 31, 2015.

Copies of handouts are available at Public Works upon request. A recording was made. Respectfully submitted by Kim Pinegar, Secretary.



# PUBLIC WORKS COUNCIL COMMITTEE MEETING AGENDA

**Monday, August 17, 2015 – 11:30 AM**

Location: West Des Moines City Hall – Training Room  
4200 Mills Civic Parkway

1. 11:30 AM - Barnes Heights Sewer Request (DCW/JMS)  
*Guests: Residents Michael Rush and Ed Bowdin*
2. Noon - 1641 South 35<sup>th</sup> Street Drainage (JMS)  
*Guest: Resident Terry Gray*
3. 12:30 - 4605 Aspen Drive Drainage (JCC)  
*Guest: Resident Matthew McGuire*
4. Quail Cove/Eagle Crest Drainage (JMS)
5. Grand Avenue Pavement (BJM)
6. Frink Creek Sewer – Brower Property (BJM)
7. Review of Public Works Items for Council Meeting (August 24, 2015)
  - A. Order Construction:
    - i. 2015 Sidewalk Program Phase I
  - B. Award Contract:
    - i. South 8<sup>th</sup> Street – County Line Road to White Crane Road
    - ii. 2014 Sidewalk Improvement Program – Phase I
  - C. Approval of Traffic Code Amendment, Official Traffic Controls – 65<sup>th</sup> Street & Ashworth Road (2<sup>nd</sup> Reading)
  - D. Approval to Sell Surplus City Equipment
8. Staff Updates
9. Other Matters

***This agenda is created for planning purposes and is subject to change.***

Any discussion, feedback or recommendation by Sub-committee member(s) should not be construed or understood to be an action or decision by or for the West Des Moines City Council.



**All visitors to the Public Works Council Committee meetings are asked to sign in.**

**Thank you!**

PUBLIC WORKS COUNCIL COMMITTEE MEETING  
GUEST ATTENDANCE

Date: August 17, 2015

Printed Name & Organization	Address / E-mail	Day time phone #	Topic
ANDY DUNKER COMPLETE TECHNOLOGIES INC	ADUNKER@CTI-IA.COM	515-209-1052	Corona Ave.
ED BOWDEN	ED.BOWDEN@GC3BUILDERS.COM 6220 BROOKVIEW DR.	515-556-3226	Barnes Heights Senior
MICHAEL RUSH	6250 BROOKVIEW DR. M.RUSH@MCHSI.COM	515-225-7674	Barnes Heights Senior
Matt McGuire	mtmcguire@gmail.com	515-554-4776	4605 Aspen
Kerry McGuire	Kmcguire@bankerstrust.com	515 229-4660	4605 Aspen

**MEETING MINUTES  
PUBLIC WORKS COUNCIL COMMITTEE  
West Des Moines City Hall Training Room  
May 26, 2015**

**Attending:**

Council Member – Rick Messerschmidt	Public Works Director – Bret Hodne
Council Member – Kevin Trevillyan	Principal Engineer – Jason Schlickbernd
City Manager – Tom Hadden	Traffic Engineer – Eric Petersen
Finance Director – Tim Stiles	Traffic Engineer – Jim Dickinson
Assistant City Attorney – Greta Truman	Communications Specialist – Lucinda Stephenson
City Engineer – Duane Wittstock	Rod VanGenderen – Chief Building Official

Meeting called to order at 11:32 AM.

1. **FEMA Flood Plain Update**

**Issue Summary:**

Jason Schlickbernd, Principal Engineer, reported on the feedback provided by FEMA after staff submitted comments regarding the Polk Countywide FEMA mapping update. A handout was provided showing comments from staff in black text and responses from FEMA in red text (Item 1). Staff explained that FEMA does not map every possible flood plain, they generally only map where risks are anticipated. In addition, through the City's site plan review process, staff ensures that a design engineer addresses any potential flooding issues and obtains the necessary permits since FEMA doesn't map everything.

Staff responded to questions from the PWCC about current undeveloped areas being included in the mapping, stating that FEMA manages the federal flood insurance program so their assessment is from an insurance risk perspective and generally they wouldn't map an area until it is developed. If the City wants to map an area before it's developed, the City conducts their own studies to determine where flood plains are, but FEMA is under no obligation to use the City's studies. The studies conducted by the City evaluate a storm event in time and model it to determine elevations and make recommendations for developers. Staff stated that a study doesn't provide any guarantee other than a probability if development is above a certain elevation the area would probably remain dry.

Mr. Schlickbernd stated that the corporate limits for the City were not accurate so FEMA has been supplied with additional information regarding corporate limits. The next step is to share the maps with the public and obtain comments from the public and finalize the maps. It could potentially take a year or more to receive feedback from the public. Staff stated that the last time mapping was conducted by FEMA in 2006, there were 20 foot contours but new technology has enabled the data to be more accurate and the contours are now down to approximately 2 feet.

**Direction:** Information Only.

2. **Barnes Heights Sanitary Sewer – Deerr Property at 6225 Brookview Drive**

**Issues Summary:**

Regarding the Deerr Property at 6225 Brookview Drive, which is in the proposed Barnes Heights Sanitary Sewer Connection fee district, the current property owner has contacted the City stating the

previous property owner had an agreement with the contractor when the Wrenwood Plat 1 gravity sewer system was built that the contractor would make accommodations for 6225 Brookview Drive to hook up to the gravity sewer. Staff has found no evidence of the agreement. A copy of the letter received from the current property owner as well as a map identifying the 6225 Brookview Drive property outlined in red was provided (Item 2). Staff is seeking recommendation from the PWCC on whether or not to allow the property owner to hook into the gravity sewer system in Wrenwood Plat 1 and exclude them from the proposed Barnes Heights Sanitary Sewer Connection fee district. Staff responded to questions from the PWCC stating if a connection fee district for Barnes Heights is created, the sewer line would not have to be immediately installed. Discussion included the option of property owners in the fee district paying the connection fee in advance even if a sewer line isn't installed immediately and the concern of the increase in cost of construction if installation was deferred until there was demand for it.

**Direction:** The PWCC concurs that the Barnes Heights Sanitary Sewer Connection Fee District be created but to defer the construction of the sewer line until there is demand for it. The PWCC concurs that all properties within the Barnes Heights Sanitary Sewer Connection Fee District be charged a connection fee without regard if the property is served via gravity or pressure sewer.

### **3. Review of Public Works Items for Council Meeting (June 1, 2015)**

#### **A. Order Construction**

- i. 22<sup>nd</sup> Street & Kingman Avenue Turn Lane Extension – The project is to lengthen the north bound left turn bay. Some of the inside lanes will be closed during the project, which staff anticipates should only take 2-3 days. Staff is recommending to give the contractor permission to work nights and weekends to alleviate any potential delays and traffic congestion. The PWCC's concern with overnight work is the noise created by breaking pavement. Staff stated they can allow the contractor to work nights and weekends with a restriction to end pavement breaking by 10 PM.
- ii. 318 5<sup>th</sup> Street Improvements – City Manager Tom Hadden will provide an MOU (Memorandum of Understanding) at the June 2, 2015, Council meeting. Council will decide on the level of renovations for the building.

#### **B. Award Contract**

- i. Grand Avenue Improvements, Phase 5
- ii. Alluvion Yellow Fiber Route

#### **C. Accepting Work**

- i. 2014 HMA Resurfacing Program
- ii. 139 6<sup>th</sup> Street Fiber Optic Connection Project

#### **D. Approval of Railroad Construction Agreement – Grand Avenue Improvements, Phase 5**

#### **E. Approval of Professional Services Agreement for Bridge Inspection**

#### **F. Approval of First Reading - Barnes Heights Sanitary Sewer Connection Fee District**

#### **G. Approval of Acquisition of Agricultural Property – Grand Prairie Parkway Interchange at I-80**

#### **H. Approval of Amendment to 28E Agreement with Warren County – Joint Maintenance of Corporate Line Roads**

- I. Approval of Traffic Code Amendments (2<sup>nd</sup> Reading)
  - i. Special Stops Recommended Due to Visibility Issues
    - a. 63<sup>rd</sup> Street & Orchard Drive
    - b. 65<sup>th</sup> Street & Orchard Drive
  - ii. No Parking Zone – West Side of 13<sup>th</sup> Street, from Locust Street to Walnut Street
- J. Approval of Agreement for Traffic Safety Improvement Program Funding

**Direction:** The PWCC concurs with staff recommendations on the Council Agenda items.

#### 4. Staff Updates

- A. Dixie Acres Fee District – Staff stated that Veenstra & Kimm, Inc. provided a detailed report of the results of the evaluation of alternatives to provide sanitary sewer service to the Dixie Acres area (Item 4A). Staff met with the property owners of Dixie Acres on May 19<sup>th</sup> and all are in agreement to proceed with the gravity sewer along 54<sup>th</sup> Street flowing to the south, which is the map of Alternative 1, Figure 2 in the handout. Staff still has to obtain permanent easements since the sewer line will follow the property line along the sidewalk.

**Direction:** The PWCC concurs with staff recommendation.

- B. 2015 Annual Spring Clean-Up Event – Bret Hodne, Public Works Director, stated that staff met with two code enforcement officers and representatives from Waste Connections and the Metro Waste Authority to coordinate and discuss anticipated changes to the new guidelines for this year's event. Staff anticipates the biggest challenge will be bagged/boxed items still being left out for pick-up this year. Waste Connections will have supervisors on the streets, code enforcement will patrol the neighborhoods throughout the event and Public Works staff will also try and monitor the areas.

**Direction:** Information Only.

#### 5. Other Matters

- A. High Street – Mr. Hodne informed the PWCC that there is a resident on High Street with regular complaints about the amount of dust and potholes on High Street. High Street has extremely low traffic volumes and staff monitors the condition of the road on a regular basis. The road has an asphalt milling base so dust issues are typically not prevalent. Mr. Hodne wanted the PWCC to be aware of the complaint in case any Council members are contacted about it.

**Direction:** Information Only.

- B. MWA Board Meeting – Mr. Hodne reported that he attended the MWA board meeting last week and a controversial item regarding the disposal of waste material from the bird flu outbreak was voted on. The vote was in favor of allowing the waste material to be placed in the landfill.

**Direction:** Information Only.

Meeting adjourned at 12:47 PM. The next Public Works City Council Subcommittee meeting is scheduled for June 8, 2015. Copies of handouts are available at Public Works upon request.

A recording was made. Respectfully submitted by Kimberly Pinegar, Secretary.



3





3





3

No. 3  
5815-939

CITY OF WEST DES MOINES,  
IOWA  
By George M. Mills,  
Mayor  
Attest Thomas E. Lay,  
City Clerk  
(Seal Affixed)  
(City)

SPECIAL COVENANT AND  
RELEASE AGREEMENT  
Dated January 18, 1988  
Filed January 21, 1988

and  
IOWA REALTY CO., INC.  
By William C. Knapp II,  
Secretary  
(Developer)

and  
Kimberly H. Stetson and  
Roger T. Stetson (Lot 1),  
A & H Construction LTD.,  
By Wm. L. Anderson,  
Pres. (Lots 2 and 3),  
Jeremy C. Sharpe,  
Judy C. Sharpe, and  
Deardorff Construction LTD.,  
By Randy G. Deardorff (Lot 4)  
(Owners)

IN RE: Lots 1, 2, 3 and 4 in Ashworth Hills Plat 3, an Official Plat now included in and forming a part of the City of West Des Moines, Iowa.

WHEREAS, in connection with the request by the Developer for the approval by the City of the final plat of Ashworth Hills Plat 3, the City has required that alterations be made to the width and cross section of the creek channel crossing the Lots, and to the easterly bank area of land adjacent to the creek channel for the purposes of protecting the Developer and the Owners from potential hazards of flooding; and

WHEREAS, the Developer has caused an engineering analysis of the creek to be completed, plans drawn, and construction implemented to reduce the flood height of waters flowing through the property, which construction includes widening of the channel in an easterly direction, but leaving the west bank of the creek and surrounding vegetation in as natural a state as possible; and

WHEREAS, the Developers and Owners believe the value of the Lots is in large part enhanced by the preservation of as much as possible of the natural channel of the creek and the surrounding trees and other vegetation including the westerly bank of the channel which they desire to maintain in as natural a state as possible; and

-continued-

WHEREAS, the Developer and the Owners have been appraised and are aware of the potential erosion hazards which could arise for them from a creek channel which is left in its natural state, and they are willing to accept future responsibility for all costs of erosion control, bank stabilization, grading, and regrading expenses caused to their persons or property by such acceptance, in return for the City's agreement to allow the creek channel and the surrounding area to remain in its natural state to the greatest extent possible.

NOW, THEREFORE, in consideration of the foregoing and of the covenants set forth below, it is agreed by the parties as follows:

1. The City has approved the Plat based upon completion by the Developer of all platting requirements including the intended alterations to the width and cross section of the easterly side of the creek as it traverses the Lots, in order to reduce the height of water flow, but leave the westerly creek channel bank and its surrounding trees and vegetation in their natural state to the extent desired by the Developer and the Owners.

2. The Developer and Owners hereby release the City from any and all liability for damages to the Owners, their real and personal property, including the lots and any trees, shrubs, bushes, landscape elements, vegetation and soil within or upon said Lots, caused directly or indirectly by leaving the creek in a natural state as possible, and by any hazards created from the flow of water through the creek channel across the Lots. The term "hazards" shall be construed to be any condition created by the flow of water inside or outside the creek channel across the Lots, including but not limited to unstable bank conditions, soil erosion, bank erosion, encroachment into the building area of the Lots, debris and destruction of vegetation and landscape elements.

3. Although the City has a surface water flowage easement across the lots on the Plat, the City agrees it shall not require the Developer or the Owners to make any alterations or modifications to the creek channel or surrounding land to lessen or prevent a hazard except as required for approval of the Plat. If at any time the City can establish by a qualified professional engineer using generally accepted engineering principles that alterations or modifications are necessary to the creek channel or surrounding land within the Lots to protect persons or property of third parties not subject to the terms of this Agreement, then in such event, the City upon written notice to each Lot Owner where such alterations or modifications are required, may cause said improvements or

-continued-

modifications to be made under a special assessment procedure pursuant to Chapter 384, Code of Iowa, and the Lot Owners agree that they shall pay for their share of any benefits received or conferred upon their properties by the Project. Such improvements or modifications may include such action as is necessary to prevent the creek channel and cross sections from drifting in an easterly direction to such an extent that a flooding hazard is created for property owners easterly at the plat. Lot Owners shall have any and all rights available under Chapter 384 for notice and hearing as to any proposed improvements and assessments therefor normally afforded to persons affected and/or benefitted by a proposed improvement. The term "Lot Owner" as used in this Agreement shall be those persons or entities who are record titleholders as found in the Recorder's office of Polk County, Iowa, at the time that notice is given. It is acknowledged by the parties hereto that the existing state of the creek channel and surrounding land does not currently cause any hazard to persons or property not subject to the terms of this Agreement. This provision shall be a covenant appurtenant to and running with the Lots and shall be binding upon the heirs, successors and assigns of the parties to this Agreement.

4. Notwithstanding Paragraph 3 above, no modifications or alterations shall be made in the creek channel in the area which crosses the Lots until written approval is granted by the City.

5. This Agreement may be terminated or modified in writing by an instrument executed by all of the parties hereto or their successors or assigns and filed of record in the office of the Polk County Recorder. Provided, however, that upon such termination or modification of this Agreement, the City shall not become liable for any damages arising from any hazards prior to the date the termination or modification of this Agreement becomes effective.

6. Should the City determine in the future that alterations or modifications are to be made to the creek channel at locations upstream to the Lots, which alterations or modifications substantially increase the hazards arising from the flow of water through the creek channel as it crosses the Lots, the City shall prior to the initiation of work thereon, give written notice to all Lot Owners. The Lot Owners may file written objections with the City prior to the commencement of the work, otherwise said Lot Owners shall have deemed to waive any objections to the work and the City may proceed without liability to the Lot Owners. Should any Lot Owner file a written objection to the work, a hearing shall be held before the City Council upon such alterations or modifications before

-continued-

*WAS this done?  
DID THE CITY  
Provide "written  
notice" of changes  
TO SEE ST  
(w/minutes)*

No. 3  
(Cont.)

such work commences. This paragraph shall not require the City to give notice to Lot Owners where such alterations or modifications are required to the creek channel in connection with approval of a new plat. Notice, however, shall be given to Lot Owners should the alterations or modifications be accomplished by other persons or entities at the direction of the City.

7. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the heirs, successors or assigns of the parties hereto.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date above written.

Note: Acknowledgment states that no seal has been procured by IOWA REALTY CO., INC.

Note: Acknowledgments are not in corporate form for A & H Construction LTD. and Deardorff Construction LTD.

No. 4  
5815-946

Iowa Realty Co., Inc.,  
An Iowa Corporation  
By William C. Knapp II,  
Secretary

SURFACE WATER FLOWAGE  
EASEMENT (S)  
Dated January 13, 1988  
Filed January 21, 1988

to  
City of West Des Moines

Hereby sell, grant and convey perpetual and permanent easement(s) and right-of-way upon, over, under, through and across the property legally described in Exhibit "A" attached hereto, by this reference made a part hereof, for the purpose of a Surface Water Flowage Easement which permits and allows the City of West Des Moines, Iowa to enter at any time upon and into said easement area(s) described herein, to patrol and maintain said easement(s) as needed by the City of West Des Moines, Iowa.

The Grantor(s), Iowa Realty Co., Inc., their assigns and successors in interest, if any, covenant and agree to keep and maintain the grading and elevations of said easement(s) as approved by the City of West Des Moines, Iowa.

-continued-

The Grantor(s), their assigns and successors in interest, further agree to keep and maintain the easement(s) free and clear of bushes, brush, trees, trash, debris, weeds, undergrowth, objects, structures, fences, landscape elements, dirt fill, other obstructions, or affect grades in a manner which may interfere, obstruct or impede the flow of water in the easement areas in a manner acceptable to the City of West Des Moines, Iowa.

The Grantor(s), their assigns or successor in interest, agree to indemnify and hold harmless the City of West Des Moines, Iowa, its agents, officers and employees from and against any and all liability, losses, damages, injury or costs, judgments, awards, claims or expenses or other things of whatsoever kind and nature, arising out of or in connection with any act of negligence, performance, causes, omissions, fault, misconduct, claims, damages, suits or other actions developed, brought or asserted by any person, firm, corporation or entity or estate related to or growing out of directly or indirectly with the duties, undertakings and responsibilities imposed upon the Grantor(s), its assigns and/or successors in interest or by the actions or neglect of the City of West Des Moines, Iowa to enforce any requirements herein of Grantor(s), its assigns or successors in interest.

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

The term "City" as used herein shall refer to the City of West Des Moines, Iowa, its agents, employees and officers; and the term "Grantor(s)" shall refer to Iowa Realty Co., Inc., their agents and/or successors in interest.

The City and the Grantor(s), its assigns and successors in interest, agree that the Polk County District Court in and for the State of Iowa shall have exclusive jurisdiction over the subject matter of this easement, and said parties consent to the jurisdiction of the persons and the subject matter being in Polk County, Iowa.

EXHIBIT "A"

ASHWORTH HILLS PLAT NO. 3  
SURFACE WATER FLOWAGE EASEMENT

A variable width Surface Water Flowage Easement within Ashworth Hills Plat No. 3, an Official Plat in and forming a part of the City of West Des Moines, Polk County, Iowa, as shown on the Official Plat of record and described as follows:

-continued-

Beginning at the Northeast corner of Lot 4, Ashworth Hills Plat No. 3; thence S00°33'57"W along the East line of Lots 1, 2, & 3 of said Ashworth Hills Plat No. 3, a distance of 634.87 feet to the Southeast corner of Lot 1 of said Ashworth Hills Plat No. 3; thence N61°07'41"W along the Southern line of said Lot 1 distance of 187.10 feet; thence northerly in a straight line to a point on the North line of said Lot 1 being 165.00 feet East of the Northwest corner of said Lot 1, Ashworth Hills Plat No. 3; thence Northwesterly in a straight line to a point on the North line of Lot 2, of said Ashworth Hills Plat No. 3, being 110.00 feet East of the Northwest Corner of said Lot 2; thence northerly in a straight line to a point on the north line of Lot 3, of said Ashworth Hills Plat No. 3, being 125.00 feet N61°57'32"E from the Northwest corner of said Lot 3; thence northwesterly in a straight line to a point on the north line of Lot 4, Ashworth Hills Plat No. 3, being 20.00 feet East of the Northwest Corner of said Lot 4; thence N90°00'00"E along the North Line of said Lot 4 a distance of 332.00 feet to the Northeast corner of said Lot 4, being the Point of Beginning.

Note: Acknowledgement states that no seal has been procured by the said corporation.

No. 5  
5816-86

IOWA REALTY CO., INC.,  
an Iowa Corporation  
By William C. Knapp II,  
Secretary

BUILDING RESTRICTIONS AND  
PROTECTIVE COVENANTS FOR  
ASHWORTH HILLS PLAT NO. 3  
Dated January 4, 1988  
Filed January 21, 1988

to  
Whom It May Concern

KNOW ALL MEN BY THESE PRESENTS:

Hereby establish and place the following building restrictions and protective covenants and does hereby reserve certain easements, all as hereinafter specifically set forth, on the following-described real property:

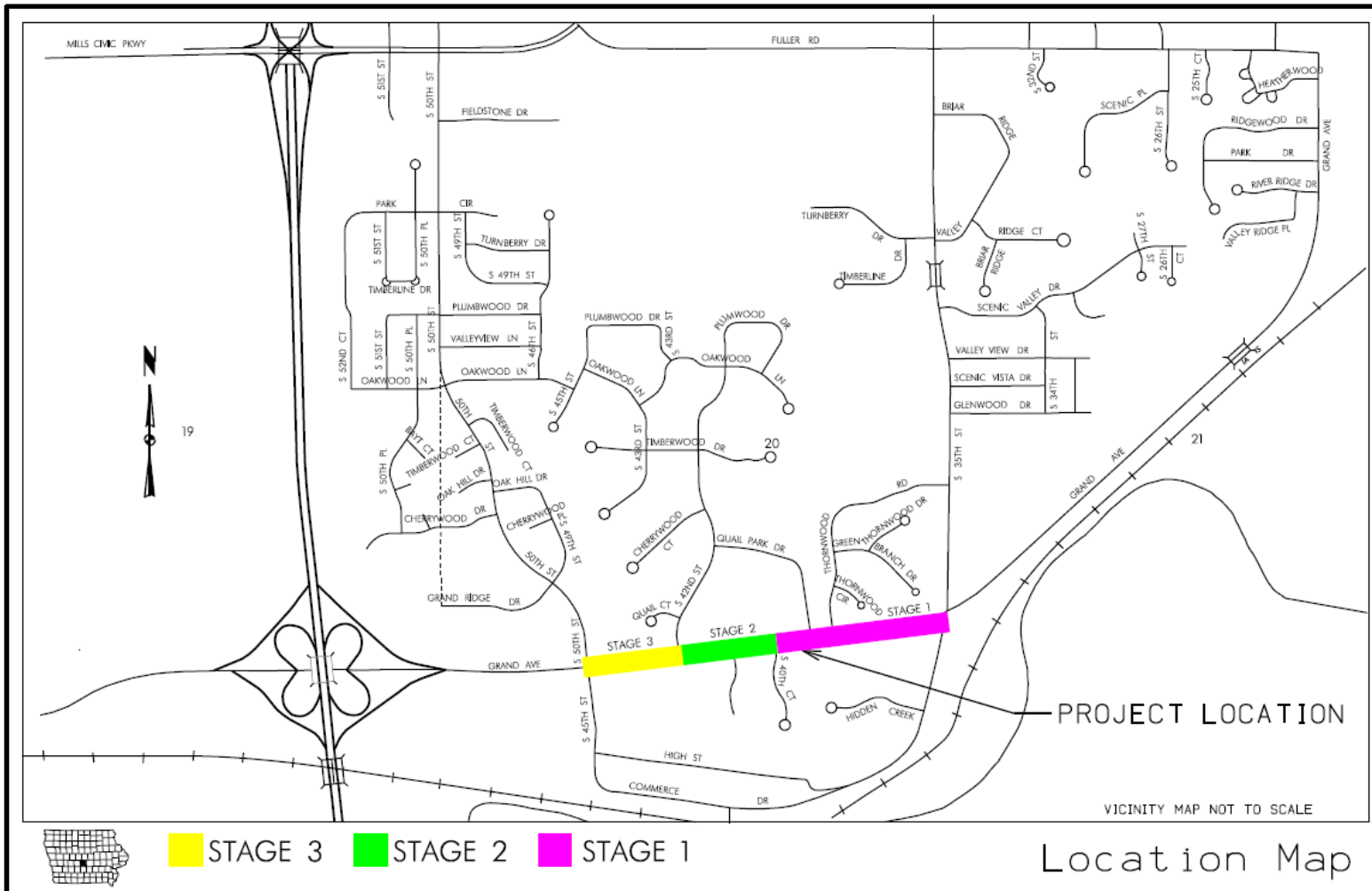
All lots in ASHWORTH HILLS PLAT NO. 3, an Official Plat, now included in and forming a part of the City of West Des Moines, Polk County, Iowa.

I. DESIGNATION OF USE

All lots in ASHWORTH HILLS PLAT NO. 3 shall be known and described as residential lots and shall not be improved, used or occupied for other than private single-family residential purposes.

-continued-

# LOCATION MAP





# TYPICAL SECTIONS

**6 Lane PCC Pavement w/ PGL**

GRAND AVENUE	
STATION TO STATION	
116+95.37	119+30.00*

\* See L Sheets for Transition From STA 116+95.37 to 117+50.00 and STA 117+50.00 to 119+30.00

Mainline Jointing:  
Traverse Joints: CD At 15' Spacing

**5 Lane PCC Pavement w/ PGL**

GRAND AVENUE	
STATION TO STATION	
119+30.00	150+00.00*

\* See L Sheets for Transition From STA 148+00.00 to 150+00.00

Mainline Jointing:  
Traverse Joints: CD At 15' Spacing

**5 Lane PCC Pavement w/ PGL**

GRAND AVENUE	
STATION TO STATION	
150+00.00	152+21.28

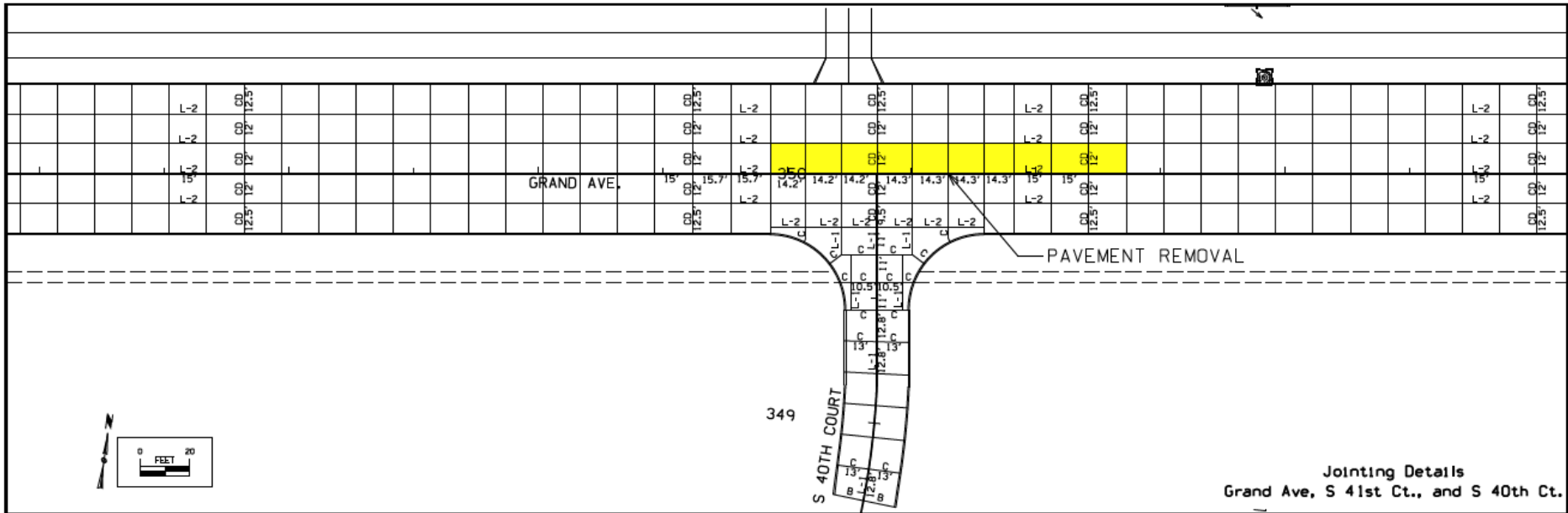
Mainline Jointing:  
Traverse Joints: CD At 15' Spacing

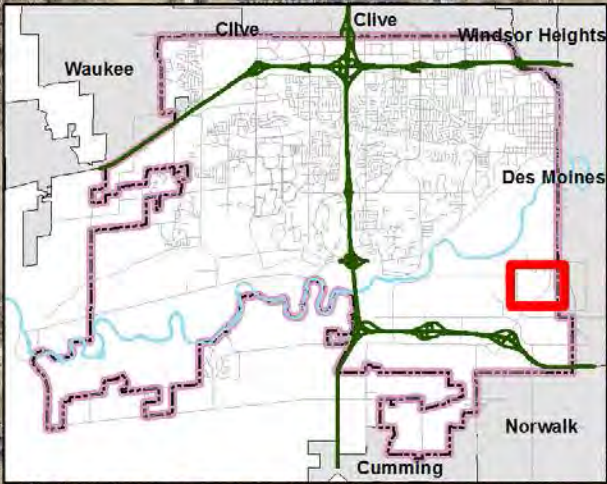
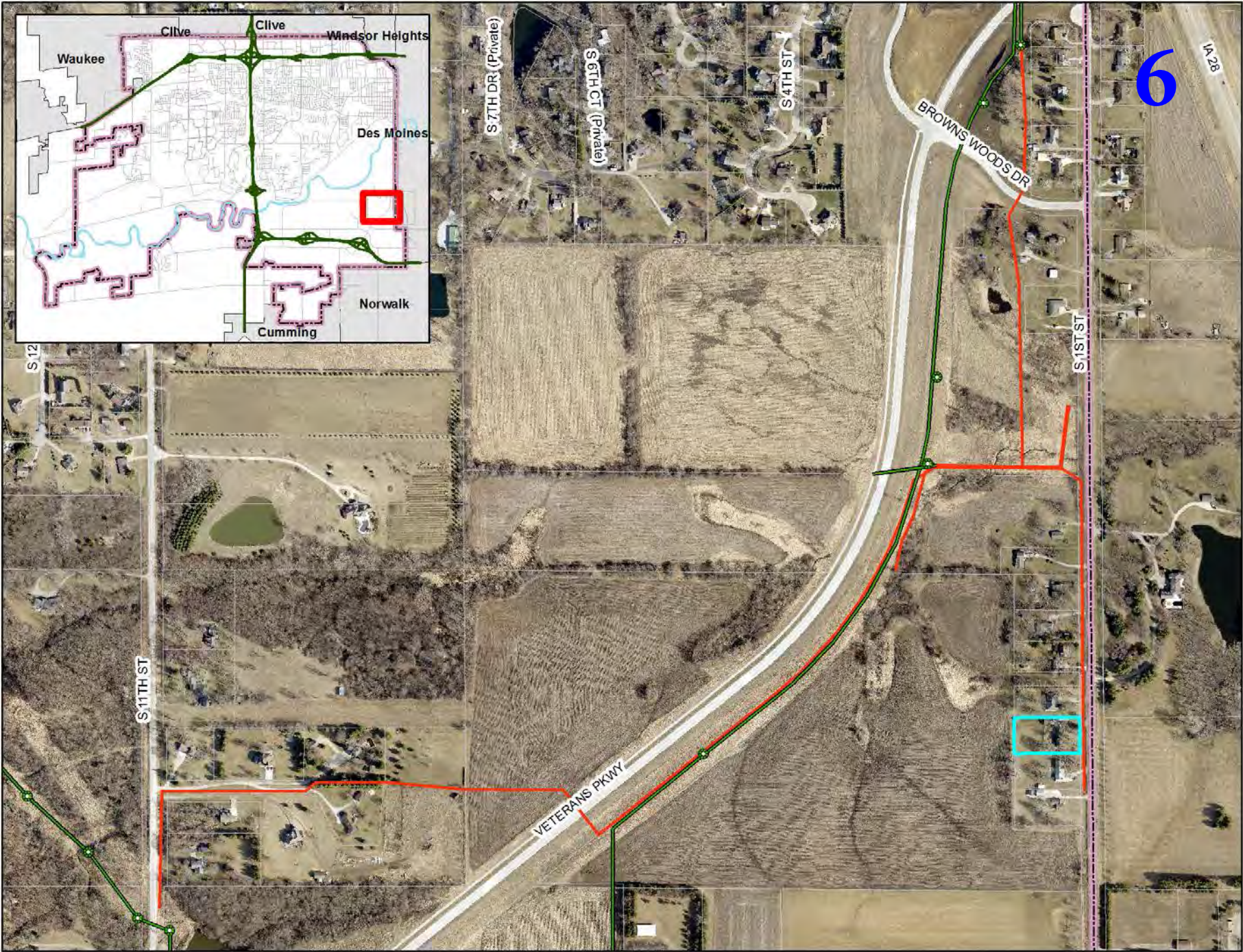
**3 Lane (37') PCC Pavement w/ PGL**

GRAND AVENUE	
STATION TO STATION	
250+36.50	250+82.50

FILE NO.	ENGLISH	DESIGN TEAM HR GREEN\WEST DES MOINES	POLK COUNTY	PROJECT NUMBER	STP-U-8260(635)--70-77	SHEET NUMBER	B.1
10/34/12 AM	1/15/2015	mgansen					

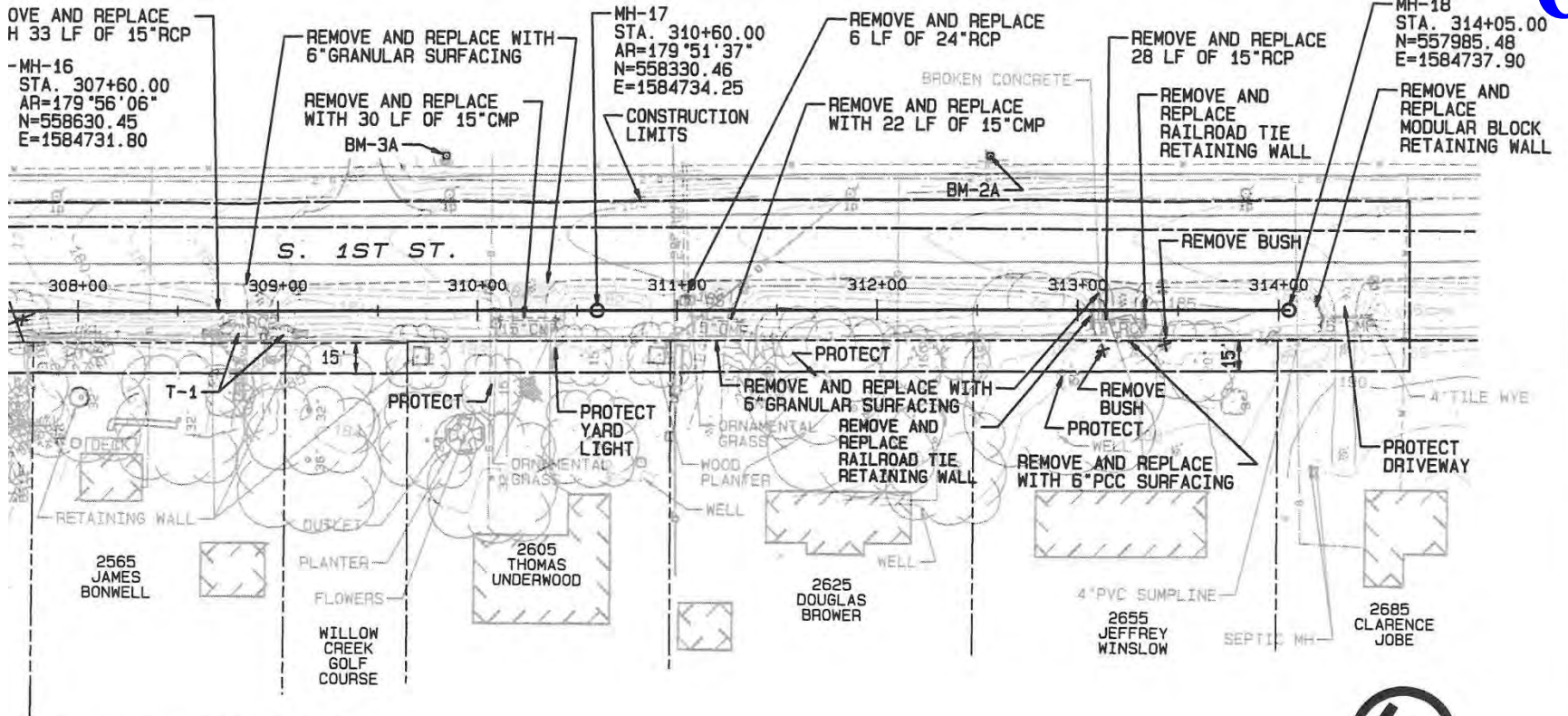
# PAVEMENT REMOVAL





6

IA 28



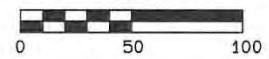
ENERGY COMPANY TO HOLD POLES AS  
AS REVIEWED ALIGNMENT AND IS AWARE

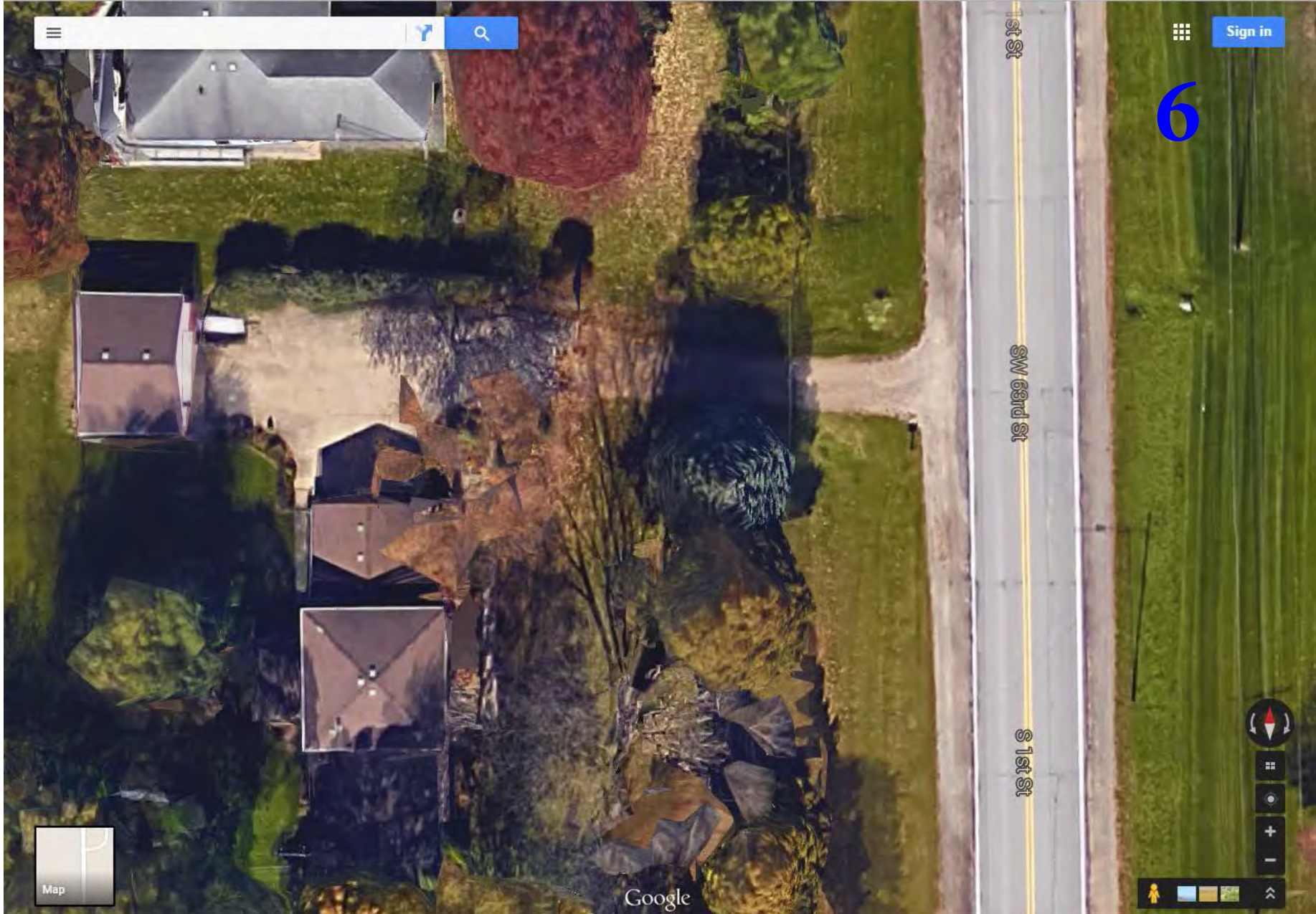
REQUESTS ON S.FIRST ST.  
MUST BE RETURNED TO ORIGINAL LOCATION

Y AT UNDERWOOD 2605.

**TREE NOTES**

- T-1 TRIM AS REQUIRED.
- T-2 MINIMAL TRIMMING OVER EXCAVATION ALLOWED.
- T-3 REMOVE 4 LARGER TREES AND SMALLER TREES.

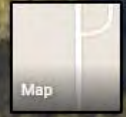




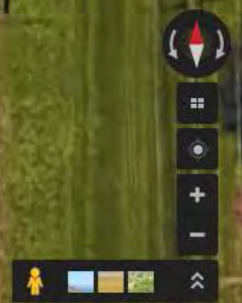
Search bar with a magnifying glass icon.

Sign in

6



Google





5460 S 1st St  
West Des Moines, Iowa  
Street View - Jun 2011

6



Hide imagery



Back to Map

6



06/02/2015

July 7, 2015



6





August 4, 2015

Alice Road and I-80 Interchange Update

ID	Task Name	Duration	Start	Finish	Predecessors	July	August	September	October	November	December
1	FINISH RAMP B FILL	20 days	Mon 8/10/15	Tue 9/1/15							
2	NW GRADING	5 days	Mon 8/10/15	Fri 8/14/15 1SS							
3	SW GRADING	5 days	Mon 8/10/15	Fri 8/14/15 1SS							
4	NE GRADING	15 days	Wed 8/26/15	Sat 9/12/15 5							
5	SE GRADING	15 days	Mon 8/10/15	Wed 8/26/15 1SS							
6											
7	STORM SEWER WORK	20 days	Fri 8/7/15	Sat 8/29/15							
8	RAMP C SUBBASE	5 days	Mon 8/10/15	Fri 8/14/15 2SS							
9	RAMP A SUBBASE	5 days	Sat 9/12/15	Fri 9/18/15 8,4							
10	RAMP D SUBBASE	5 days	Fri 9/18/15	Thu 9/24/15 9,5							
11	RAMP B SUBBASE	5 days	Thu 9/24/15	Wed 9/30/15 10,1							
12	ALICE ROAD SUBGRADE PREP	5 days	Sat 8/15/15	Thu 8/20/15 8							
13											
14	FINISH ALICE ROAD ELEC CIRCUITS	5 days	Fri 8/7/15	Wed 8/12/15							
15	FINSH SIGNALIZATION CIRCUITS	5 days	Wed 8/12/15	Tue 8/18/15 14							
16	FINSH BRIDGE APPROACHES	30 days	Mon 8/10/15	Sat 9/12/15							
17	PAVE NORTH ALICE ROAD	10 days	Thu 8/20/15	Tue 9/1/15 12							
18	CONSTRUCT AND PAVE REC TRAIL	15 days	Fri 10/16/15	Tue 11/3/15 17,26							
19	LONGITUDINAL GROOVING	3 days	Tue 11/3/15	Fri 11/6/15 18							
20	BARRIER RAIL	10 days	Fri 11/6/15	Wed 11/18/15 17,18,19,26							
21	ALICE ROAD INTAKE TOPS	15 days	Fri 10/16/15	Tue 11/3/15 17,26							
22	PAVE RAMP C	5 days	Tue 9/1/15	Mon 9/7/15 8,17							

8B

ALICE ROAD AND I-80 INTERCHANGE UPDATE

ID	Task Name	Duration	Start	Finish	Predecessors	July	August	September	October	November	December
23	PAVE RAMP A	5 days	Fri 9/18/15	Thu 9/24/15	9,22						
24	RAMP C PAVED SHLD	5 days	Thu 9/24/15	Wed 9/30/15	22,23						
25	RAMP A PAVED SHLD	5 days	Wed 9/30/15	Mon 10/5/15	23,24						
26	PAVE SOUTH ALICE ROAD	10 days	Tue 10/6/15	Fri 10/16/15	12,16,25						
27	PAVE RAMP D	5 days	Fri 10/16/15	Thu 10/22/15	10,26						
28	PAVE RAMP B	5 days	Thu 10/22/15	Wed 10/28/15	11,27						
29	RAMP D PAVED SHLD	5 days	Thu 10/22/15	Wed 10/28/15	27						
30	RAMP A PAVED SHLD	5 days	Wed 10/28/15	Tue 11/3/15	29						
31											
32	STEEL BEAM GAURDRAIL	2 days	Wed 9/30/15	Fri 10/2/15	24						
33	HIGH TENSION CABLE RAIL	3 days	Tue 11/3/15	Fri 11/6/15	30						
34											
35	TOPSOIL RESPREAD	20 days	Wed 9/30/15	Thu 10/22/15	24						
36	INSTALL ELEC CIRCUITS	10 days	Fri 10/16/15	Wed 10/28/15	17,26						
37	LIGHT POLES	5 days	Wed 10/28/15	Tue 11/3/15	36						
38	TRAFFIC SIGNALIZATION	10 days	Fri 10/16/15	Wed 10/28/15	17,26						
39	TRAFFIC SIGNAGE	80 days	Fri 8/7/15	Fri 11/6/15							
40	PAVEMENT MARKINGS	5 days	Tue 11/3/15	Mon 11/9/15	30						
41	CHAIN LINK FENCE	20 days	Thu 10/22/15	Sat 11/14/15	35						
42	FINAL EROSION CONTROL/SEEDING	5 days	Thu 10/22/15	Wed 10/28/15	35						
43	SITE CLEAN UP	10 days	Thu 10/22/15	Tue 11/3/15	35						
44	OPEN INTERCHANGE	1 day	Wed 11/18/15	Thu 11/19/15	30,32,33,37,38,40,						

8B

## Pinegar, Kimberly

---

**From:** West Des Moines, IA <webmaster@wdm.iowa.gov>  
**Sent:** Thursday, August 13, 2015 1:48 PM  
**To:** Pinegar, Kimberly  
**Subject:** West Des Moines, IA: Public Works Council Committee Meeting

### Public Works Council Committee Meeting

- **Date:** 08/17/2015 11:30 AM - 1:30 PM
- **Location:** West Des Moines City Hall - Training Room  
[4200 Mills Civic Parkway](#)  
[West Des Moines, Iowa 50265](#)
- **Agenda:** [8.17.15 PWCC Agenda](#)

Having trouble viewing this email? [View on the website instead.](#)

[Change your eNotification preference.](#)

[Unsubscribe from all West Des Moines, IA eNotifications.](#)

