

CITY OF WEST DES MOINES

COUNCIL AGENDA

date: August 24, 2015

time: 5:30 P.M.

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

- 1. Call to Order/Pledge of Allegiance/Roll Call/Approval of Agenda**
- 2. Citizen Forum** (Pursuant to City Council Procedural Rules citizen remarks are limited to five minutes under this agenda category - if additional time is desired the Mayor/Council may allow continuation as part of the Other Matters portion of the agenda)
- 3. Mayor/Council/Manager Report/Other Entities Update**
- 4. Consent Agenda**
 - a. Motion - Approval of Minutes of August 10, 2015 Meeting
 - b. Motion - Approval of Bill Lists
 - c. Motion - Approval of Liquor Licenses:
 1. Casey's Marketing Company, d/b/a Casey's General Store #2150, 2125 Grand Avenue - Class BC Beer Permit with Sunday Sales - Renewal
 2. Chocolate Storybook Too, d/b/a Chocolate Storybook, 1000 Grand Avenue - Class WB Wine Permit with Sunday Sales - Renewal
 3. Hy-Vee, Inc. d/b/a Hy-Vee Meeting Room, 1725 Jordan Creek Parkway - Transfer Location Temporarily to 1236 Jordan Creek Parkway (SpringHill Suites) - September 9-10, 2015
 4. Hy-Vee, Inc. d/b/a Hy-Vee Meeting Room, 1725 Jordan Creek Parkway - Transfer Location Temporarily to 1236 Jordan Creek Parkway (SpringHill Suites) - September 23-24, 2015
 5. Jethro's Bacon Bacon, Inc. d/b/a Jethro's BBQ n'Bacon Bacon, 1480 22nd Street - Class LC Liquor License with Sunday Sales, Outdoor Service, and Catering Privileges - Renewal
 6. Richman Enterprises, LLC, d/b/a Krueger BP, 1272 8th Street - Class BC Beer Permit - Renewal
 7. Sakura Sushi, Inc., d/b/a Sakura Sushi, 1960 Grand Avenue, Suite 11 - Class LC Liquor License with Sunday Sales - Renewal

- 8. Your Private Bartender d/b/a Your Private Bartender, 1805 90th Street - Five-Day Class LC Liquor License - Effective September 11-15, 2015
- d. Motion - Acknowledgement of Alcohol Violations and Affirmative Defenses
- e. Motion - Approval to Sell Surplus City Equipment
- f. Motion - Approval of Professional Services Agreement - Woodland Hills Greenway Master Plan
- g. Resolution - Approval of Official Depositories
- h. Resolution - Order Construction:
 - 1. 2015 Sidewalk Program - Phase 1
 - 2. Maffitt Lake Road Pedestrian Underpass
 - 3. Valley View Park Basketball Courts
- i. Resolution - Accept Work - Alluvion 1A1 Water Main Improvement Project
- j. Resolution - Approval of Professional Services Agreement - Right-of-Way Acquisition Services
- k. Resolution - Establish Public Hearing - Sugar Creek Storm Water Connection Fee District
- l. Resolution - Approval of Addendum to Agreement - Grand Prairie Parkway Interchange at I-80
- m. Resolution - Approval of Purchase Agreement and Easements - Dixie Acres Sanitary Sewer Project
- n. Proclamation - Approval of 2015-2019 "Beggars Night"

5. Old Business

- a. Amendment to City Code - Title 6 (Motor Vehicles and Traffic), Chapter 9 (Traffic Schedules), Section 1 (Official Traffic Controls) - Traffic Signals at Intersection of 65th Street and Ashworth Road - City Initiated
 - 1. Ordinance - Approval of Second, Third Readings and Final Adoption
- b. Amendment to City Code - Title 6 (Motor Vehicles and Traffic), Chapter 6 (Parking Regulations) - Parking Restrictions on Grass on Public Property - City Initiated
 - 1. Ordinance - Approval of Second, Third Readings and Final Adoption
- c. Amendment to City Code - Title 7 (Public Ways and Property), Chapter 11 (Park Regulations) - Penalty for Illegal Parking in Parks - City Initiated
 - 1. Ordinance - Approval of Second, Third Readings and Final Adoption
- d. East 500 feet of the South 33 feet of Ashawa - Sale and Conveyance of Property - Jon Arnold and Robin (Cosner) Arnold
 - 1. Resolution - Approval of Sale and Conveyance Property
- e. Coachlight Drive Street Improvements - South 88th Street West - City Initiated
 - 1. Motion - Reschedule Public Hearing to September 21, 2015

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

- a. Development Agreement, Westtown V Urban Renewal Area - Development of an Office and Conference Center - Hy-Vee, Inc. (Continued from August 10, 2015)
 - 1. Motion - Continue Public Hearing to September 8, 2015

- b. Stagecoach Drive in Woodland Hills - Agreement for Private Development - Hubbell Realty Company (Continued from August 10, 2015)
 - 1. Resolution - Approval of Agreement

- c. Amendment to City Code - Title 9 (Zoning), Chapter 2 (Zoning Rules and Definitions) and Chapter 14 (Accessory Structures) - Amend Definitions and Accessory Structures Provisions for Convenience Stores, Fuel Pump Islands, and Island Canopies - City Initiated
 - 1. Ordinance - Approval of First Reading

- d. Amendment to City Code - Title 9 (Zoning), Chapter 2 (Zoning Rules and Definitions), Chapter 6 (Commercial, Office and Industrial Use Regulations), Chapter 10 (Performance Standards), and Chapter 15 (Off-Street Parking and Loading) - Add a Definition for Breweries and Establish Zoning Districts in which the Use is Allowed and Identify Performance and Parking Standards - City Initiated
 - 1. Ordinance - Approval of First Reading

- e. South 8th Street - County Line Road to White Crane Road - City Initiated
 - 1. Resolution - Approval of Plans and Specifications
 - 2. Motion - Receive and File Report of Bids
 - 3. Resolution - Award Contract

- f. 2014 Sidewalk Improvement Program - Phase I - City Initiated
 - 1. Resolution - Approval of Plans and Specifications
 - 2. Motion - Receive and File Report of Bids
 - 3. Resolution - Award Contract

7. New Business

8. Receive, File and/or Refer

- a. Valley South/Watson Center, 3320 Westtown Parkway - Amend Planned Unit Development to Establish Regional Commercial Zoning and Amend Allowed Uses to Include a Brewery with Tap Room - Shoppes at Valley West, LLC (Refer to Plan and Zoning Commission)

9. Other Matters

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

August 10, 2015

West Des Moines City Council Proceedings
Monday, August 10, 2015

Mayor Pro tem John Mickelson 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, August 10, 2015 at 5:30 PM. Council members present were: J. Mickelson, R. Messerschmidt, J. Sandager, K. Trevillyan, and R. Trimble.

City Clerk Ryan Jacobson stated staff recommends an amendment to agenda item 7(d) Kings Landing Plat 1, as the agenda should have two Resolutions listed for that item, one for approval of the Preliminary Plat and one for the Final Plat.

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

Vote 15-330: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

On Item 2. Public Forum:

Terry Gray, 1641 South 35th Street, expressed concerns about potential stormwater drainage issues near his home, and he requested that the City look into the matter.

Staff was asked to place this matter on an upcoming agenda for the Public Works Subcommittee.

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

Council member Trevillyan reported he and Council member Trimble attended the USA Rugby National Tournaments at Cownie Park in Des Moines.

On Item 4. Consent Agenda.

Council members pulled Item 4(c)1 for discussion. It was moved by Messerschmidt, second by Sandager to approve the consent agenda as amended.

- a. Approval of Minutes of July 27, 2015 Meeting
- b. Approval of Bill Lists
- c. Approval of Liquor Licenses:
 2. Hy-Vee, Inc. d/b/a Hy-Vee Market Cafe #2, 1990 Grand Avenue (Cafe Area) - Class LC Liquor License with Sunday Sales - Renewal
 3. Hy-Vee, Inc. d/b/a Hy-Vee Market Cafe #3, 1725 Jordan Creek Parkway (Cafe Area) - Class LC Liquor License with Sunday Sales - Renewal

August 10, 2015

4. Butterface, LLC d/b/a The Keg Stand, 3530 Westown Parkway - Class LC Liquor License Extension of Outdoor Service - August 15-16, 2015
 5. Butterface, LLC d/b/a The Keg Stand, 3530 Westown Parkway - Class LC Liquor License Extension of Outdoor Service - August 22-23, 2015
 6. The Noodle Shop, Co. - Delaware, Inc., d/b/a Noodles & Company, 6630 Mills Civic Parkway, Suite 6110 - Class BW Permit with Sunday Sales and Outdoor Service - Renewal
 7. Walnut Brewery, Inc., d/b/a Rock Bottom Brewery - Class LC Liquor License with Sunday Sales, Brew Pub, High Proof Brew Pub, Catering and Outdoor Service Privileges - Renewal
 8. Smashguys, LLC, d/b/a Smashburger, 1821 22nd Street, Suite #106 - Class B Beer Permit with Sunday Sales - Renewal
 9. Taste of the Junction, Inc., d/b/a Taste of the Junction - Five-Day Class B Beer Permit with Outdoor Service for Street Party Event in the 400 Block of Railroad Place, September 5, 2015
 10. Moreno's Corporation d/b/a Tequila Limon y Sal Mexican Restaurant, 5014 EP True Parkway - Class LC Liquor License with Sunday Sales - New
- d. Approval of Cigarette Permit
- e. Approval of Extended Sound Permits:
1. Nature Lodge Wedding Reception, August 15, 2015
 2. The Keg Stand, 3530 Westown Parkway - August 22, 2015 and September 19, 2015
- f. Approval of Lane Closure(s) for Special Events - Block Party - 3000 Block of Giles Street, August 29, 2015
- g. Approval of Parking on School Property Grass - 2015 Valley Stadium Football Games
- h. Approval of Orders for Violations of Alcohol Laws
- i. Approval of Change Order #1 - Frink Creek Sanitary Sewer
- j. Approval of Amendment No. 2 to Professional Services Agreement - South Grand Prairie Parkway Improvements, Mills Civic Parkway to Wendover Road
- k. Order Construction - South 8th Street - County Line Road to White Crane Road
- l. Approval of Grant Application - Traffic Safety Improvement Program - Radar Technology Traffic Signal Vehicle Detection Units
- m. Approval of High Quality Jobs Program Application - GAR-MRO Services, Inc. and Shojaat Properties, Inc.
- n. Approval of Professional Services Agreements:
1. Miscellaneous Land Surveying Services
 2. Public Safety Station 17 HVAC Commissioning
- o. Approval of Settlement Agreement and Release - Rick Swalwell

Vote 15-331: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

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On Item 4(c)1 Approval of Liquor License - Fox Brewing, LLC d/b/a Fox Brewing, 103 South 11th Street - Class B Beer Permit with Sunday Sales, Brew Pub, High Proof Brew Pub, and Outdoor Service Privileges - New

Council member Trimble stated he will abstain on this item due to a potential conflict of interest, as he has an investment with Fox Brewing, LLC.

It was moved by Sandager, second by Trevillyan to approve Item 4(c)1 Approval of Liquor License - Fox Brewing, LLC d/b/a Fox Brewing, 103 South 11th Street - Class B Beer Permit with Sunday Sales, Brew Pub, High Proof Brew Pub, and Outdoor Service Privileges - New.

Vote 15-332: Messerschmidt, Mickelson, Sandager, Trevillyan...4 yes
Trimble... 1 abstain due to potential conflict of interest

Motion carried.

On Item 5(a) Eldorado Estates, 1450 South Jordan Creek Parkway - Rezone the Property from Residential Estate to a Planned Unit Development (PUD) Establishing the Eldorado Estates PUD, initiated by Chayse Holdings, LLC

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

Vote 15-333: 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 Trevillyan to approve the second reading of the ordinance.

Vote 15-334: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

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

Vote 15-335: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

On Item 5(b) Bridgewood Drive Vacation, north end of Bridgewood Drive - Vacate that Portion of Bridgewood Drive Located North of Beechtree Lane, initiated by the City of West Des Moines

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

August 10, 2015

Vote 15-336: 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 Messerschmidt to approve the second reading of the ordinance.

Vote 15-337: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

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

Vote 15-338: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

On Item 6(a) Mayor Pro tem Mickelson indicated this was the time and place for a public hearing to consider East 500 feet of the South 33 feet of Ashawa - Sale and Conveyance of Property, initiated by Jon Arnold and Robin (Cosner) Arnold. He asked for the date the notice was published and the City Clerk indicated the notice was published on July 23, 2015 in the Des Moines Register. Mayor Pro tem Mickelson asked if any written comments had been received. The City Clerk stated none had been received.

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

Council member Trevillyan stated he would like to continue this item for two weeks to allow time to have his questions answered.

It was moved by Trevillyan, second by Messerschmidt to continue this item to August 24, 2015.

Vote 15-339: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

On Item 6(b) Development Agreement, Westtown V Urban Renewal Area - Development of an Office and Conference Center, initiated by Hy-Vee, Inc.

It was moved by Messerschmidt, second by Trevillyan to adopt Motion - Continue Public Hearing to August 24, 2015.

Vote 15-340: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

August 10, 2015

On Item 6(c) Stagecoach Drive in Woodland Hills - Agreement for Private Development - Hubbell Realty Company - Agreement for Private Development, initiated by Hubbell Realty Company

It was moved by Messerschmidt, second by Trimble to adopt Motion - Continue Public Hearing to August 24, 2015.

Vote 15-341: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

On Item 6(d) Mayor Pro tem Mickelson indicated this was the time and place for a public hearing to consider Pine Avenue Improvements - South 8th Street to End of Pavement, 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 July 31, 2015 in the Des Moines Register. Mayor Pro tem Mickelson asked if any written comments had been received. The City Clerk stated none had been received.

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

It was moved by Messerschmidt, second by Trimble to adopt Resolution - Approval of Plans and Specifications, Motion to Receive and File Report of Bids, and Resolution - Award Contract to Elder Corporation.

Vote 15-342: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

On Item 6(e) Mayor Pro tem Mickelson indicated this was the time and place for a public hearing to consider Alluvion 1A2 Water Improvements Project, 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 July 31, 2015 in the Des Moines Register. Mayor Pro tem Mickelson asked if any written comments had been received. The City Clerk stated none had been received.

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

It was moved by Messerschmidt, second by Trimble to adopt Resolution - Approval of Plans and Specifications, Motion to Receive and File Report of Bids, and Resolution - Award Contract to J&K Contracting.

Council member Trevillyan stated he will abstain on this item due to a potential conflict of interest.

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Vote 15-343: Messerschmidt, Mickelson, Sandager, Trimble...4 yes
Trevillyan... 1 abstain due to potential conflict of interest

Motion carried.

On Item 7(a) The Cascades at Jordan Creek Plat 1, southwest corner of Cascade Avenue and South 81st Street - Subdivide Property into Two Lots and Two Street Lots for Medium Density Residential Development, initiated by SM Heritage Hills, LLC

It was moved by Trimble, second by Trevillyan to adopt Resolution - Approval and Release of Final Plat and Acceptance of Phase 1 Public Improvements, subject to the applicant complying with all applicable City Code requirements and the following conditions of approval:

1. The applicant completing outstanding punch list items associated with Phase 1 public improvements; and,
2. The applicant providing surety for Phase 2 Public Improvements prior to issuance of any occupancy permits, including temporary occupancy permits for any building within the development.

Vote 15-344: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

On Item 7(b) Jordan West Plat 3, southwest corner of EP True Parkway and Jordan Creek Parkway - Subdivide Property into Eight Lots for Residential and Commercial Development and One Lot for Public Use, initiated by Ryan Companies US, Inc.

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

Vote 15-345: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

On Item 7(c) South Maple Grove Plat 17, southwest corner of Westtown Parkway and Sedona Drive - Subdivide Property into Two Lots for Future Medium Density Residential Development, initiated by Mid-America Real Estate Company

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

Vote 15-346: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

August 10, 2015

On Item 7(d) Kings Landing Plat 1, south of Stagecoach Road and west of South 95th Street - Subdivide Property into Eleven Lots for Single Family Development and Six Outlots for Flood Plain Use, initiated by Kings Landing LLC

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

Vote 15-347: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

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

Vote 15-348: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

On Item 7(e) Wolf Construction Warehouse Building, 2202 Wolf Way - Construction of a 31,350 sq. ft. Warehouse Building for Storage Use, initiated by Scott Wolfswinkel

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

1. The seven (7) evergreen trees to be implemented for screening purposes located on the south side of the building shall be a minimum of six (6) feet in height at the time of planting.
2. All landscape screening along the south and west sides of the new building shall be watered regularly and kept in good health. If at any time the vegetation dies or is damaged to the point where it no longer provides screening, it shall be replaced by the applicant at the earliest practical time.
3. No storage of any kind shall occur between the buildings and the western property line or in the grass area along the southern property line.

Council member Trimble inquired if the neighboring property owners were notified of this proposed major modification and given an opportunity to comment.

Lynne Twedt, Development Services Director, responded the neighboring property owners were notified before this item went to the Board of Adjustment, and there were several that made comments at that meeting. She was informed the developer also met directly with the neighboring property owners and there were no concerns about the proposed major modification.

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Vote 15-349: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

On Item 7(f) Amendment to City Code - Title 6 (Motor Vehicles and Traffic), Chapter 9 (Traffic Schedules), Section 1 (Official Traffic Controls) - Traffic Signals at Intersection of 65th Street and Ashworth Road, initiated by the City of West Des Moines

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

Vote 15-350: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

The City Clerk read the preamble to the ordinance.

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

Vote 15-351: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

On Item 7(g) Amendment to City Code - Title 6 (Motor Vehicles and Traffic), Chapter 6 (Parking Regulations) - Parking Restrictions on Grass on Public Property, initiated by the City of West Des Moines

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

Vote 15-352: 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 first reading of the ordinance.

Council member Trevillyan inquired how the vehicles will be contained in the designated grass parking area for football games at Valley Stadium.

Council member Trimble responded the West Des Moines School District will put up barricades to prevent vehicles from driving on the grass outside the designated parking area, and there will also be someone directing vehicles where to park.

August 10, 2015

Jason Wittgraf, Assistant City Attorney, stated it has been made clear to the West Des Moines School District that they need to section off the grass parking area, and they have been given a map of the property boundaries, so they can ensure the grass parking area does not cross the boundary onto City property.

Vote 15-353: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

On Item 7(h) Title 7 (Public Ways and Property), Chapter 11 (Park Regulations) - Penalty for Illegal Parking in Parks, initiated by the City of West Des Moines

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

Vote 15-354: 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 first reading of the ordinance.

Vote 15-355: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

On Item 8 - Receive, File and/or Refer: no items

On Item 9 - Other Matters: none

The meeting was adjourned at 5:53 p.m.

Respectfully submitted,

Ryan T. Jacobson, CMC
City Clerk

ATTEST:

John Mickelson, Mayor Pro tem

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4(b)

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

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

Regular Bi-Weekly Claims	08/21/2015		\$3,840,346.50
			Total \$ Amount
EFT Claims	08/21/2015		\$325,824.49
			Total \$ Amount
Control Pay	08/21/2015		\$622,291.62
			Total \$ Amount
End of Month	-0-		\$-0-
Manual Check	08/21/2015		\$210,147.49
	Claim Listing Date		Total \$ Amount

Approved by the West Des Moines City Council this 24th day of August
2015

Tim Stiles, Finance Director

Tom Hadden, City Manager

Steven K. Gaer, Mayor

ATTEST:

Ryan Jacobson, City Clerk

Finance and Administration Committee acknowledgement of disbursement of expenditures:

Russ Trimble, Councilmember

Jim Sandager, Councilmember

John Mickelson (alternate)

FINANCIAL SYSTEM
08/21/2015 10:55:31

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

BANK VENDOR
INAT FIRST NATIONALBANK

CHECK# DATE AMOUNT

Check Register

AMOUNT	CHECK#	DATE	AMOUNT	VENDOR
945.00	201828	08/24/15	945.00	A-D DISTRIBUTING CO., IN
30.00	201829	08/24/15	30.00	AWMA
3,825.00	201830	08/24/15	3,825.00	AHLERS & COONEY
1,308.30	201831	08/24/15	1,308.30	AIR CLEANING TECHNOLOGIE
620.00	201832	08/24/15	620.00	ALL AUTO GLASS
2,032.00	201833	08/24/15	2,032.00	ALLIANCE CONNECT
63,559.27	201834	08/24/15	63,559.27	ALLIANCE CONSTRUCTION GR
219.00	201835	08/24/15	219.00	AMERICAN PAYROLL ASSN
4,946.34	201836	08/24/15	4,946.34	AMERICAN SECURITY CORP
2,525.81	201837	08/24/15	2,525.81	AMERIFACTORS
790.00	201838	08/24/15	790.00	AQUACLEAR LAKE MANAGEMENT
1,115.48	201839	08/24/15	1,115.48	ARROW INTERNATIONAL INC
66.45	201840	08/24/15	66.45	ATE T MOBILITY
3,347.50	201841	08/24/15	3,347.50	BENJAMIN DESIGN COLLABOR
10,637.50	201842	08/24/15	10,637.50	BENJAMIN DESIGN COLLABOR
2,480.00	201843	08/24/15	2,480.00	BIRKEI/JIM
84.68	201844	08/24/15	84.68	BONE-A-PATREAT
66.00	201845	08/24/15	66.00	BONNIE'S BARRICADES
297.03	201846	08/24/15	297.03	BOOT BARN INC
3,234.37	201847	08/24/15	3,234.37	BOUND TREE MEDICAL, LLC.
1,100.00	201848	08/24/15	1,100.00	BRACKETT/ALITE
3,785.00	201849	08/24/15	3,785.00	BREIHOIZ CONSTRUCTION CO
1,152.09	201850	08/24/15	1,152.09	BROCKWAY MECHANICAL & RO
7,840.80	201851	08/24/15	7,840.80	BRUNING/BUNNY
4,065.00	201852	08/24/15	4,065.00	CALEA
147.90	201853	08/24/15	147.90	CAPPEL'S ACE HARDWARE
1,304.45	201854	08/24/15	1,304.45	CARPENTER UNIFORM CO
10,158.00	201855	08/24/15	10,158.00	CDW GOVERNMENT, INC.
4,634.48	201856	08/24/15	4,634.48	CENTURYLINK
508,740.00	201857	08/24/15	508,740.00	CITY OF DES MOINES
62,242.93	201858	08/24/15	62,242.93	CIVIL DESIGN ADVANTAGE L
1,336.00	201859	08/24/15	1,336.00	CLIENTFIRST CONSULTING G
112.64	201860	08/24/15	112.64	CLIVE POWER EQUIPMENT
64,874.91	201861	08/24/15	64,874.91	CONCRETE COMPANY/THE
555.94	201862	08/24/15	555.94	CONSTRUCTION & AGGREGATE
464.00	201863	08/24/15	464.00	CONTRACT SPECIALTY L.C.
401.63	201864	08/24/15	401.63	CONTRACTOR SALES & SERVIT
884.79	201865	08/24/15	884.79	CORELL CONTRACTOR, INC.
515,512.42	201866	08/24/15	515,512.42	CORELL CONTRACTOR, INC.
30.00	201867	08/24/15	30.00	CUSTOM AWARDS
1,224.00	201868	08/24/15	1,224.00	DALLAS COUNTY HEALTH DEP
4,362.60	201869	08/24/15	4,362.60	DE LAGE LANDEN
24.33	201870	08/24/15	24.33	DES MOINES IRON AND SUPP
48.00	201871	08/24/15	48.00	DES MOINES WATER WORKS
15.00	201872	08/24/15	15.00	DMACC
20.50	201873	08/24/15	20.50	DMF GARDENS
1,600.00	201874	08/24/15	1,600.00	DOGGETT/RICHARD
412.50	201875	08/24/15	412.50	DOWLING/CONNIE

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29710	08/24/15	3,689.85
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29600	08/24/15	183.90
27039	08/24/15	223.85
27708	08/24/15	459.00
29868	08/24/15	6,071.78
27991	08/24/15	83.17
10511	08/24/15	338.06
10502	08/24/15	1,259.91
27012	08/24/15	38.95
29238	08/24/15	22,375.00
22231	08/24/15	145.00
28746	08/24/15	2,042.00
28746	08/24/15	2,208.50
10750	08/24/15	93.15
24614	08/24/15	25,000.00
10950	08/24/15	651.94
10495	08/24/15	4,200.00
24065	08/24/15	4,205.82
25706	08/24/15	12,481.00
23611	08/24/15	440.45
12760	08/24/15	25.92
23544	08/24/15	400.95
23500	08/24/15	1,000.00
25870	08/24/15	560.00
13100	08/24/15	7.99
13157	08/24/15	73.00
29741	08/24/15	823.00
23001	08/24/15	2,500.00
22865	08/24/15	6,280.00
22184	08/24/15	2,514.00
28066	08/24/15	3,500.00
29749	08/24/15	75.00
28521	08/24/15	155,681.25
29826	08/24/15	32.50
29529	08/24/15	100.00
29498	08/24/15	3,808.75
28522	08/24/15	3,013.30
29801	08/24/15	68,280.87
29378	08/24/15	521.03
28536	08/24/15	1,057.25
29759	08/24/15	116,463.97
26120	08/24/15	3,668.51
27871	08/24/15	3,105.75
25370	08/24/15	410.50
23820	08/24/15	1,929.23
28610	08/24/15	3,950.00
25335	08/24/15	3,100.00

DXP ENTERPRISES INC
EARL MAY SEED AND NURSER
ELSMORE SWIM SHOP
EMBARKIT, INC
EMS TECHNOLOGY SOLUTIONS
ENVIROTECH SERVICES INC
EXPRESS DIAGNOSTIC INT'L
EXTERIOR SHEET METAL
FARM & CITY SUPPLY
FASTENAL COMPANY
FEKSTEVE LIMITED COMPANY
FIRE ENGINEERING
GBA SYSTEMS INTEGRATORS,
GBA SYSTEMS INTEGRATORS,
GRAINGER INC
GREATER DES MOINES PARTN
GRIMES ASPHALT & PAVING
HERBERGER CONSTRUCTION
HOME DEPOT CREDIT SERVIC
HOME INC.
HY VEE, INC.
IOWA DEPT OF TRANSPORTAT
IOWA INTERSTATE RAILROAD
IOWA LAW ENFORCEMENT ACA
IOWA PET FOODS & AQUATIC
IOWA PRISON INDUSTRIES
IOWA STATE RESERVE ASSN
ITERIS INC
J & M DISPLAYS, INC.
JACK DELEON CONSTRUCTION
JIM'S JOHNS
JOHN HEMRY LLC
JOHNSON/BRADY
JOINER CONSTRUCTION CO.,
JORDAN CREEK CAR WASH
KABEL BUSINESS SERVICES
KALDENBERG'S PBS LANDSCA
KIMCO USA, INC
KINGSTON SERVICES LLC
KLOCKE'S EMERGENCY VEHIC
KUM & GO I.C.
LAN-TEL COMMUNICATIONS S
LASER RESOURCES
LEE'S STANDARD
LEKISNEXIS RISK DATA MNG
LOWE'S COMPANIES, INC.
LT LEON ASSOCIATES, INC
LUKAS, NACE, GUTIERREZ & S

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26065	MACDONALD LETTER SERVICE	900.00
25789	MAFFUCCI/JENNIFER	560.00
27902	MALFINANCE	232.17
22275	MANKIE/BRUCE	210.45
14690	MARTIN MARIETTA AGGREGAT	15,990.89
10508	MAXWELL/ALANNA	100.00
29846	MCGREGOR CORPORATION	51,908.57
26066	MEDIA.COM	11.47
25386	MEMORIAL SERVICES OF IOW	350.00
14900	MENARDS	549.06
13028	MIDAMERICAN- DM-WDM TL	50.00
13029	MIDAMERICAN-WDM-WAUKEE T	21.87
26835	MOST DEPENDABLE FOUNTAIN	259.00
29597	MSA PROFESSIONAL SERVICE	3,000.00
27980	MSC INDUSTRIAL SUPPLY CO	30.78
28398	MTI DISTRIBUTING, INC.	23.26
10509	MULHERN/NICO	300.00
15620	MUNICIPAL PIPE TOOL CO I	117,879.80
25307	MURPHY TRACTOR & EQUIPME	2,935.26
10505	NAEMT	1,345.00
28942	NATIONAL ACADEMY OF	40.00
29248	NATIONAL CREATIVE ENTERP	149.99
27330	NETELAND/STEPHEN	2,040.00
29816	NEUVIRTH CONSTRUCTION IN	24,510.00
29171	NINTH BRAIN	543.00
26539	NORTHERN TOOL & EQUIPMEN	19.99
10512	NORWOOD/JOHN	75.34
15884	OFFICE DEPOT BUSINESS AC	24.99
29493	ON-SITE INFORMATION	316.96
29875	OVERTON/GREGORY	45,330.50
28970	PALMER GROUP	3,072.60
28548	PER MAR SECURITY	76.00
16370	PHILLIPS 66 CO	16.08
10514	PIZALI/JOE	57.49
29068	POLK COUNTY HEALTH DEPT	2,400.00
27661	PROVANTAGE LLC	66.15
28197	QUALITY TRAFFIC CONTROL,	1,300.00
29805	QUESTCDN.COM	90.00
10510	QUIGLE/CLAIRE	100.00
10513	QUINDE/EMILY	40.00
28302	REXCO EQUIPMENT, INC.	250.00
22709	RHOMAR INDUSTRIES INC.	975.63
28280	RIEGER/DANETTE	375.00
25241	ROSS CHEMICAL	248.25
17600	ROTO-ROOTER CORP	700.00
17625	ROY'S TOWING AND RECOVER	350.00
29782	S.M. HENTGES & SONS INC	465,789.46
28913	SAM'S CLUB DIRECT	64.81

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CITY OF WEST DES MOINES IOWA
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INAT FIRST NATIONALBANK	CHECK#	DATE	AMOUNT
SEWER SERVICES INC	201972	08/24/15	21,888.27
SIMMS-DAVIS/CAROL	201973	08/24/15	240.00
SIMPLEX GRINNELL	201974	08/24/15	73.20
SKM, LLC	201975	08/24/15	1,400.00
SKOLD DOOR & FLOOR CO.	201976	08/24/15	827.00
SPECIALTY GRAPHICS INC	201977	08/24/15	795.00
SPRINT	201978	08/24/15	425.58
STANBROUGH/DAVID	201979	08/24/15	418.95
STAR EQUIPMENT LTD	201980	08/24/15	55,900.00
STATE HYGIENIC LAB	201981	08/24/15	968.00
STOCKER/RITA	201982	08/24/15	142.00
STORAGE MART #1052	201983	08/24/15	276.98
SUN LIFE FINANCIAL	201984	08/24/15	26,711.52
SUPERIOR PRINTING & PROM	201985	08/24/15	9,479.00
SUTER/ADAM	201986	08/24/15	52.99
SWIMMING POOL SUPPLY CO	201987	08/24/15	293.00
SWINTON/ASHLEE	201988	08/24/15	1,250.00
TASER TRAINING ACADEMY	201989	08/24/15	400.00
T&I CABLE MAINTENANCE,	201990	08/24/15	307,699.78
THREE FOUNTAINS I, LLC	201991	08/24/15	6,000.00
TI-ZACK CONCRETE, INC.	201992	08/24/15	16,293.30
TRACKER PRODUCTS	201993	08/24/15	5,390.80
TRANSIT WORKS	201994	08/24/15	25.90
TRIZETTO PROVIDER SOLUTTI	201995	08/24/15	285.64
TRUE VALUE & V&S VARIETY	201996	08/24/15	858.97
U.S.P.C.A. REGION21 ASAP	201997	08/24/15	75.00
UNITYPOINT CLINIC	201998	08/24/15	370.00
UNITYPOINT HEALTH	201999	08/24/15	10,642.14
UPS STORE/THE	202000	08/24/15	22.39
VEENSTRA & KIMM INC	202001	08/24/15	999.83
VEENSTRA & KIMM INC	202002	08/24/15	16,987.95
VEENSTRA & KIMM INC	202003	08/24/15	31,136.00
VENTURE HOMES LLC	202004	08/24/15	3,516.17
VERIZON WIRELESS	202005	08/24/15	5,065.37
VERNON COMPANY/THE	202006	08/24/15	1,278.78
VETTER EQUIPMENT	202007	08/24/15	73,620.00
VISION SERVICE PLAN	202008	08/24/15	1,978.80
VORTECH PHARMACEUTICALS	202009	08/24/15	127.56
WASTE CONNECTIONS, INC.	202010	08/24/15	48.00
WASTE MANAGEMENT OF IOWA	202011	08/24/15	60.00
WES JARVAGIN, INC.	202012	08/24/15	4,768.00
WEST DES MOINES CHAMBER	202013	08/24/15	77,500.00
WEST DES MOINES COMM EDU	202014	08/24/15	2,285.00
WEST DES MOINES COMM SCH	202015	08/24/15	12,899.91
WEST DES MOINES COMM SCH	202016	08/24/15	1,518.17
WEST DES MOINES COMM SCH	202017	08/24/15	25,926.00
WEST DES MOINES COMM SCH	202018	08/24/15	2,750.87
WEST DES MOINES COMMUNIT	202019	08/24/15	10,000.00

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29050	WEX BANK	202020	08/24/15	355.00
29872	WHOLESALE PLUMB & SUPPLY	202021	08/24/15	126.96
29874	WILLIAMS/DARWIN	202022	08/24/15	1,935.00
24521	WOODS/DOUGLAS	202023	08/24/15	45.59
27549	WOODY/YANCE	202024	08/24/15	140.00
29159	WORLDS OF FUN	202025	08/24/15	19,272.00
24484	XEROX BUSINESS SERVICES	202026	08/24/15	9,372.82
29143	3 PRINCIPLES NETWORK	202027	08/24/15	240.00

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3,840,346.50

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90016	08/24/15	2,387.70
90074	08/24/15	258.00
90023	08/24/15	4,951.61
90068	08/24/15	1,478.30
90026	08/24/15	1,755.00
90035	08/24/15	18,936.00
90160	08/24/15	788.00
90039	08/24/15	18,936.00
90042	08/24/15	69.50
90044	08/24/15	178.45
90081	08/24/15	2,798.00
90158	08/24/15	26.33
90159	08/24/15	6,559.45
90053	08/24/15	13,370.00
90065	08/24/15	1,432.08
90006	08/24/15	20,075.42
90175	08/24/15	31,367.50
90089	08/24/15	116,033.02
90111	08/24/15	1,680.90
90014	08/24/15	1,740.00
90150	08/24/15	1,837.00
90008	08/24/15	5,488.20
90123	08/24/15	63,652.95
90002	08/24/15	24,919.44
90142	08/24/15	2,581.64
		3,460.00

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325,824.49

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70018	ABC ELECTRICAL CONTRACTO	201763	08/24/15	3,342.26
70018	ABC ELECTRICAL CONTRACTO	201764	08/24/15	133.98
70003	ACCO UNLIMITED CORP	201765	08/24/15	6,428.25
70216	ADVENTURE LIGHTING	201766	08/24/15	19.98
70055	AMERICAN CONCRETE	201767	08/24/15	2,638.89
70158	ARAMARK UNIFORM SERVICES	201768	08/24/15	1,358.50
70265	BISHOP ENGINEERING	201769	08/24/15	4,100.00
70017	CAPITAL SANITARY SUPPLY	201770	08/24/15	3,901.56
70004	CARTEGRAPH SYSTEMS INC	201771	08/24/15	16,682.25
70008	COMPETITIVE EDGE	201772	08/24/15	1,807.47
70117	DES MOINES ASPHALT & PAY	201773	08/24/15	126,944.92
70083	DES MOINES REGISTER MEDI	201774	08/24/15	5,100.68
70060	DOORS INC.	201775	08/24/15	230.36
70009	ELECTRONIC ENGINEERING	201776	08/24/15	1,178.00
70027	EMERSON NETWORK POWER	201777	08/24/15	2,702.00
70067	EXCEL MECHANICAL, INC.	201778	08/24/15	17,770.52
70020	FELD FIRE	201779	08/24/15	704.66
70068	FREEDOM TIRE	201780	08/24/15	215.04
70039	G&L CLOTHING	201781	08/24/15	520.36
70161	GALLS LLC	201782	08/24/15	94.78
70146	GREAT AMERICAN OUTDOOR &	201783	08/24/15	284.78
70131	HEALTH CARE LOGISTICS IN	201784	08/24/15	18.48
70062	HOWARD R. GREEN CO.	201785	08/24/15	11,451.50
70062	HOWARD R. GREEN CO.	201786	08/24/15	4,680.00
70062	HOWARD R. GREEN CO.	201787	08/24/15	33,452.42
70062	HOWARD R. GREEN CO.	201788	08/24/15	1,637.83
70062	HOWARD R. GREEN CO.	201789	08/24/15	45,428.50
70062	HOWARD R. GREEN CO.	201790	08/24/15	43,025.74
70052	IMAGETEK, INC	201791	08/24/15	12,232.75
70090	INGERSOLL-RAND CO	201792	08/24/15	231.27
70073	INLAND TRUCK PARTS	201793	08/24/15	1,030.83
70194	INTERFLEET INC	201794	08/24/15	2,329.61
70077	IOWA FIRE EQUIPMENT	201795	08/24/15	167.00
70053	IOWA WATER MANAGEMENT CO	201796	08/24/15	540.00
70065	JOHNSON CONTROLS, INC.	201797	08/24/15	1,418.00
70244	JOHNSTONE SUPPLY	201798	08/24/15	1,104.70
70006	LOGAN CONTRACTORS SUPPLY	201799	08/24/15	7,578.35
70028	METHODIST OCCUPATIONAL H	201800	08/24/15	3,000.09
70078	METRO WASTE AUTHORITY	201801	08/24/15	153,139.48
70276	NORTHLAND PRODUCTS	201802	08/24/15	313.75
70047	O'KEEFE ELEVATOR COMPANY	201803	08/24/15	168.00
70107	O'REILLY AUTOMOTIVE, INC	201804	08/24/15	138.85
70025	PAY-LESS OFFICE PRODUCTS	201805	08/24/15	3,602.02
70076	PRAKAIR A & B SERVICES	201806	08/24/15	750.76
70011	REAMS SPRINKLER SUPPLY	201807	08/24/15	5,424.43
70215	RELIABLE PROPERTY SERVICE	201808	08/24/15	16,451.44
70262	SECURITY EQUIPMENT INC	201809	08/24/15	16,025.57
70171	SECURITY EQUIPMENT INC	201810	08/24/15	396.00

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70069 SHOTTENKIRK CHEVROLET
70234 SPRAYER SPECIALTIES INC
70026 STIVERS FORD
70001 STOREY - KENWORTHY
70255 STRAUSS SAFE AND LOCK CO
70016 TEAM SERVICES
70016 TEAM SERVICES
70016 TEAM SERVICES
70016 TEAM SERVICES
70263 TECHNOLOGY ASSOCIATION O
70156 THOMSON REUTERS-WEST PAY
70013 TRANS IOWA EQUIPMENT CO
70229 TREAT AMERICA FOOD SERVI
70221 VAISALA INC
70218 WALNUT CREEK PROMOTIONS
70051 WORLDPOINT ECG, INC.
70188 ZEE MEDICAL SERVICE INC

201811 08/24/15
201812 08/24/15
201813 08/24/15
201814 08/24/15
201815 08/24/15
201816 08/24/15
201817 08/24/15
201818 08/24/15
201819 08/24/15
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201822 08/24/15
201823 08/24/15
201824 08/24/15
201825 08/24/15
201826 08/24/15
201827 08/24/15

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990.00
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227.40

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622,291.62

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CITY OF WEST DES MOINES IOWA
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BANK	VENDOR	CHECK#	DATE	AMOUNT
1NAT FIRST NATIONALBANK				
24822	WELLMARK BLUE CROSS	800655	08/13/15	95,123.95
24822	WELLMARK BLUE CROSS	800656	08/31/15	115,023.54
FIRST NATIONALBANK				210,147.49

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

ITEM: Approval of Liquor Licenses

DATE: August 24, 2015

FINANCIAL IMPACT: None

BACKGROUND: In accordance with the Iowa Code Section 123.1 and the West Des Moines City Code Title 3, Business and Licensing, Chapter 2, Beer and Liquor Control, the following licenses have been investigated and reviewed by the WDM Police Department and, when necessary, by Building Inspection and/or Fire Department staff, and are presented to the City Council for approval. Copies of license applications are available, for your review, in the Office of the City Clerk.

1. Casey's Marketing Company, d/b/a Casey's General Store #2150, 2125 Grand Avenue - Class BC Beer Permit with Sunday Sales - Renewal
2. Chocolate Storybook Too, d/b/a Chocolate Storybook, 1000 Grand Avenue - Class WB Wine Permit with Sunday Sales - Renewal
3. Hy-Vee, Inc. d/b/a Hy-Vee Meeting Room, 1725 Jordan Creek Parkway - Transfer Location Temporarily to 1236 Jordan Creek Parkway (SpringHill Suites) - September 9-10, 2015
4. Hy-Vee, Inc. d/b/a Hy-Vee Meeting Room, 1725 Jordan Creek Parkway - Transfer Location Temporarily to 1236 Jordan Creek Parkway (SpringHill Suites) - September 23-24, 2015
5. Jethro's Bacon Bacon, Inc. d/b/a Jethro's BBQ n'Bacon Bacon, 1480 22nd Street - Class LC Liquor License with Sunday Sales, Outdoor Service, and Catering Privileges - Renewal
6. Richman Enterprises, LLC, d/b/a Krueger BP, 1272 8th Street - Class BC Beer Permit - Renewal
7. Sakura Sushi, Inc., d/b/a Sakura Sushi, 1960 Grand Avenue, Suite 11 - Class LC Liquor License with Sunday Sales - Renewal
8. Your Private Bartender d/b/a Your Private Bartender, 1805 90th Street - Five-Day Class LC Liquor License - Effective September 11-15, 2015

OUTSTANDING ISSUES (if any): None

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

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

STAFF REVIEWS

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

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

DATE: August 24, 2015

ITEM: Motion – Acknowledgement of Alcohol Violations and Affirmative Defenses

FINANCIAL IMPACT: None.

BACKGROUND:

Pursuant to state law, a municipality shall assess a civil penalty and possibly a suspension of the license or permit against alcohol permittees who have been found in violation of providing alcoholic beverages to persons under 21 years of age at their respective places of business. The City does not impose the applicable penalty against alcohol permittees if the permittee’s employee cited for selling, serving, or providing alcohol to an underage person was either TIPs or IPACT trained, allowing the permittee to invoke an affirmative defense resulting in the applicable penalty being waived (once every four years).

On or about the date referenced on attached Exhibit “A”, employees of the permittees, also referenced on Exhibit “A”, were cited for providing alcoholic beverages to persons under 21 years of age. However, the employees cited for providing alcohol to a minor were either TIPs or IPACT trained at the time of the violation, allowing the permittees to invoke the affirmative defenses.



OUTSTANDING ISSUES (if any): None.

RECOMMENDATION:

It is recommended that the City Council acknowledge the alcohol violations and affirmative defenses for the permittees on the attached Exhibit “A”.

Lead Staff Member: Greta Truman, Assistant City Attorney

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	
Date Reviewed	
Recommendation	

EXHIBIT "A"

<u>Licensee</u>	<u>D/B/A</u>	<u>Date of Violation</u>	<u>#Violation</u>
Hy-Vee, Inc.	Hy-Vee Gas 7280 University Avenue	July 24, 2015	1 st (minors) Civil Penalty Waived due to TIPs Trained / Affirmative Defense
Kum & Go, LC	Kum & Go #2091 5969 Ashworth Road	July 24, 2015	1 st (minors) Civil Penalty Waived due to IPACT Trained / Affirmative Defense
V Lounge, LLC	V Lounge 3535 Westown Parkway	July 24, 2015	1 st (minors) Civil Penalty Waived due to IPACT Trained / Affirmative Defense

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

4(e)

DATE: August 24, 2015

ITEM:

Motion - Approval to Sell Surplus City Equipment

FINANCIAL IMPACT:

Approximate revenue to the General Fund of \$4,000.00.

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 
Appropriations/Finance	Tim Stiles, Finance Director 
Legal	
Agenda Acceptance	

PUBLICATION(S) (if applicable)		SUBCOMMITTEE REVIEW (if applicable)		
Published In		Committee	Public Works Council	
Dates(s) Published		Date Reviewed	August 17, 2015	
		Recommendation	Yes	No
				Split

Items to Sell on GovDeals.com:

\$2,000.00	1993 Morgen Mud Pump	Serial No. 13228
\$2,000.00	2006 Ford El Dorado Bus	1FDWE35S56DB32689

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

DATE: August 24, 2015

ITEM: Motion – Approval of Professional Services Agreement – Woodland Hills Greenway Master Plan

FINANCIAL IMPACT: Expense not to exceed \$30,000 from C.I.P. funds budgeted in FY 15/16 in the Woodland Hills Greenway Trails Plan account (6567.75.840.6.7920). There is \$75,000 budgeted for this project with the master plan being the first step in the planning process.

BACKGROUND: Staff recommends that the Council approve an agreement with LT Leon Associates, Inc. for the assessment and development of concepts for the enhancement and restoration of the Woodland Hills Greenway. Planning will also include determination of the feasibility and potential alignments for a future trail within the greenway. The scope of services include data collection and review, field assessment, topographic survey, inventory of natural resources, concept development, preliminary cost estimates, and final report.




The proposed agreement with Tometich Engineering, Inc. is attached along with a detailed Scope of Services.

OUTSTANDING ISSUES: None

RECOMMENDATION: That the City Council approve the agreement with Tometich Engineering, Inc.

Lead Staff Member: Sally Orgies 

STAFF REVIEWS

Department Director	
Appropriations/Finance	
Legal	
Agenda Acceptance	

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

AGREEMENT 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 LT LEON ASSOCIATES, INC., (Fed. I.D. #26-4403901), a professional corporation incorporated and licensed under the laws of the State of Iowa, party of the second part, hereinafter referred to as "Consultant" as follows:

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

1. SCOPE OF SERVICES

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

2. SCHEDULE

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

3. COMPENSATION

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

I. Basic Services of the Consultant \$ 30,000

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's representative(s) in connection with the professional services which are to be provided by Consultant pursuant to this Agreement, including protection from claims for bodily

injury, death, property damage, and lost income. Consultant shall provide worker's compensation insurance coverage for Consultant and all Consultant's personnel. Consultant shall file applicable insurance certificates with the City, and shall also provide evidence of the following additional coverage.

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

5. NOTICE

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

FOR THE CITY:

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

FOR THE CONSULTANT:

Name: LT Leon Associates, Inc.
Attn: Luis Leon, President
Address: 500 East Locust Street, Suite 400
City, State: Des Moines, IA 50309

6. GENERAL COMPLIANCE

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

7. STANDARD OF CARE

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

8. INDEPENDENT CONTRACTOR

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

9. NON-DISCRIMINATION

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

10. HOLD HARMLESS

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

11. ASSIGNMENT

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

12. APPROPRIATION OF FUNDS

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

13. AUTHORIZED AMENDMENTS TO AGREEMENT

- A. The Consultant and the City acknowledge and agree that no amendment to this Agreement or other form, order or directive may be issued by the City which requires additional compensable work to be performed if such work causes the aggregate amount payable under the amendment, order or directive to exceed the amount appropriated for this Agreement as listed in Section 3, above, unless the Consultant has been given a written assurance by the City that lawful appropriation to cover the costs of the additional work has been made.

- B. The Consultant and the City further acknowledge and agree that no amendment to this Agreement or other form, order or directive which requires additional compensable work to be performed under this Agreement shall be issued by the City unless funds are available to pay such additional costs, and the Consultant shall not be entitled to any additional compensation for any additional compensable work performed under this Agreement. The Consultant expressly waives any right to additional compensation, whether in law or equity, unless prior to commencing the additional work the Consultant was given a written amendment, order or directive describing the additional compensable work to be performed and setting forth the amount of compensation to be paid, such amendment, order or directive to be signed by the authorized City representative. It is the Consultant's sole responsibility to know, determine, and ascertain the authority of the City representative signing any amendment, directive or order.

14. OWNERSHIP OF CONSULTING DOCUMENTS

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

15. INTERPRETATION

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

16. COMPLIANCE WITH FEDERAL LAW

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

17. SOLICITATION AND PERFORMANCE

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

18. SUSPENSION AND TERMINATION OF AGREEMENT

- A. The right is reserved by the City to suspend this Agreement at any time. Such suspension may be affected by the City giving written notice to the Consultant, and shall be effective as of the date established in the suspension notice. Payment for Consultant's services shall be made by the City for services performed to the date established in the suspension notice. Should the City reinstate the work after notice of suspension, such reinstatement may be accomplished by thirty

(30) days written notice within a period of six (6) months after such suspension, unless this period is extended by written consent of the Consultant.

- B. Upon ten (10) days written notice to the Consultant, the City may terminate the Agreement at any time if it is found that reasons beyond the control of either the City or Consultant make it impossible or against the City's interest to complete the Agreement. In such case, the Consultant shall have no claims against the City except for the value of the work performed up to the date the Agreement is terminated.
- C. The City may also terminate this Agreement at any time if it is found that the Consultant has violated any material term or condition of this Agreement or that Consultant has failed to maintain workers' compensation insurance or other insurance provided for in this Agreement. In the event of such default by the Consultant, the City may give ten (10) days written notice to the Consultant of the City's intent to terminate the Agreement. Consultant shall have ten (10) days from notification to remedy the conditions constituting the default.
- D. In the event that this Agreement is terminated in accordance with paragraph C of this section, the City may take possession of any work and may complete any work by whatever means the City may select. The cost of completing said work shall be deducted from the balance which would have been due to the Consultant had the Agreement not been terminated and work completed in accordance with contract documents.
- E. The Consultant may terminate this Agreement if it is found that the City has violated any material term or condition of this Agreement. In the event of such default by the City, the Consultant shall give ten (10) days written notice to the City of the Consultant's intent to terminate the Agreement. City shall have ten (10) days from notification to remedy the conditions constituting the default.

19. TAXES

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

20. SEVERABILITY

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

21. MISCELLANEOUS HEADINGS

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

22. FURTHER ASSURANCES

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

23. COUNTERPARTS

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

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

CONSULTANT

CITY OF WEST DES MOINES

BY: _____
Luis T. Leon, President

BY: _____
Ryan T. Jacobson, City Clerk

ATTACHMENT 1

SCOPE OF SERVICES

Woodland Hills Greenway Master Plan PR-06-2015

The proposed project includes assessment and development of concepts for the enhancement and restoration of the Woodland Hills Greenway in West Des Moines. See Exhibit A for project location. The linear greenway parkland includes a tributary stream that drains into Sugar Creek. The feasibility and potential alignments for a future multi-use trail along the greenway will be evaluated. Results from the assessment and concepts will be summarized in a master plan report.

I. BASIC SERVICES OF THE CONSULTANT

The Consultant shall consult on a regular basis with the City to clarify and define the City's requirements for the Project and review available data. The City agrees to furnish to the Consultant full information with respect to the City's requirements, including any special or extraordinary considerations for the Project or special services needed, and also to make available pertinent existing data. The Consultant shall provide the following basic services in regard to the Project:

A. Data Collection and Review

Background information will be gathered from the City and reviewed. This information may include stormwater management plans, engineering plans, previous studies and reports, park and trail master plans, GIS and other mapping data, and tree inventories.

B. Field Assessment – Surveying and Inventory of Natural Resources

Field surveys will be conducted to obtain the topographic data, ground elevations, longitudinal bed profile (including riffles, pools, glides, and runs), water's edge, top of bank, and alignment of thalweg. Cross sections will be surveyed at areas that appear less stable and areas that appear most stable within the project area. Streambanks that may be major erosion sources will be identified and bank heights will be recorded. Bankfull indicators will be determined in the field. Visual assessment of bed materials will be observed and recorded. This task also consists of incorporating the topographic features, profiles, and cross sections into the base mapping for the project.

The various utility companies will be contacted to collect available information on underground utility locations and incorporate such available utility information into the base mapping of the project. Utilities to be researched include sanitary sewer, storm sewer, electric, gas, water, telephone, cable vision, and fiber optic lines.

City and County records will be researched to establish locations of property lines, right-of-way lines, and property ownership for the properties affected by the project. This data will be incorporated into the base mapping of the project.

Vegetation and their composition, structure and function can have a significant impact on how natural and engineered waterways function. Our team will conduct a field investigation of the project area to better understand the components of vegetation at the site and determine the role existing vegetation plays in the function of water resources features at the site.

C. Greenway Assessment Technical Memorandum

Findings from the field assessment and the review of background data will be summarized into a technical memorandum. The memo will include hydrology (land use, existing stormwater management facilities, design flows), characterization of stream stability and stream channel evolution, existing vegetation and natural resources, and the feasibility of a future multi-use trail. The memo will be submitted to the City for review and comment.

D. Meeting with City of West Des Moines

Our team will attend a meeting with City staff to discuss the project area, goals and priorities, and general design principals. We will share information regarding findings of the field assessment including stream stability, vegetation, and feasibility of trails. Stream restoration techniques that may be applicable based on assessment will be generally discussed. We will provide context for the role vegetation currently plays in the function of the stream corridor, as well as potential role and benefits of vegetation management as it relates to the future desired condition. Meeting minutes will be prepared and submitted to the City.

E. Concept Development

Concepts for stream restoration will be evaluated for each segment of the greenway based on the field assessment, hydrology, and input from City staff. Conceptual plans and typical details will be prepared for the feasible restoration strategies. The conceptual plans will include alignment for future trails, where feasible. Preliminary cost estimates will be developed for the conceptual improvements.

F. Draft Report

The greenway assessment technical memo, information gathered from discussions with City staff, and concept development will be used to develop a draft report. The report will provide recommendations to help the City achieve the future desired condition and sustainable functionality of the greenway, including stream restoration strategies, vegetation management, and trail alignment for each distinct greenway segment. The report will include conceptual plans, typical details, and preliminary cost estimates. The report will be submitted to the City for review and comment.

G. Meeting with City of West Des Moines

The conceptual plans and draft report findings will be presented to City staff. Our team will answer questions and record comments from City staff. Meeting minutes will be prepared and submitted to the City.

H. Final Report

Based on comments received from City staff, conceptual plans, cost estimates and the report will be revised and finalized. The final report will be submitted to the City.

II. ADDITIONAL SERVICES

Additional Services not included as part of this Scope. If authorized, under a supplemental agreement, the Consultant shall furnish or obtain from others the following services:

- Coordination of Funding Opportunities
- Public Involvement, Stakeholder Meetings, Neighborhood Meetings
- Presentation of final findings to advisory committee or similar group

- **Regulatory Permitting Assistance**
- **Wetland Delineation**
- **Threatened and Endangered Species Survey**

ATTACHMENT 2

PROJECT SCHEDULE

Woodland Hills Greenway Master Plan PR-06-2015

The time of completion of the services under this Agreement shall be as follows:

I. Basic Services of the Consultant

A. Data Collection and Review	September 2015
B. Field Assessment	October 2015
C. Greenway Assessment Technical Memorandum.....	November 2015
D. Meeting with City	November 2015
E. Concept Development	February 2016
F. Draft Report.....	February 2016
G. Meeting with City	February 2016
H. Final Report.....	March 2016

ATTACHMENT 3

SCHEDULE OF FEES

Woodland Hills Greenway Master Plan PR-06-2015

LT LEON ASSOCIATES, INC.

Billing Rate Schedule

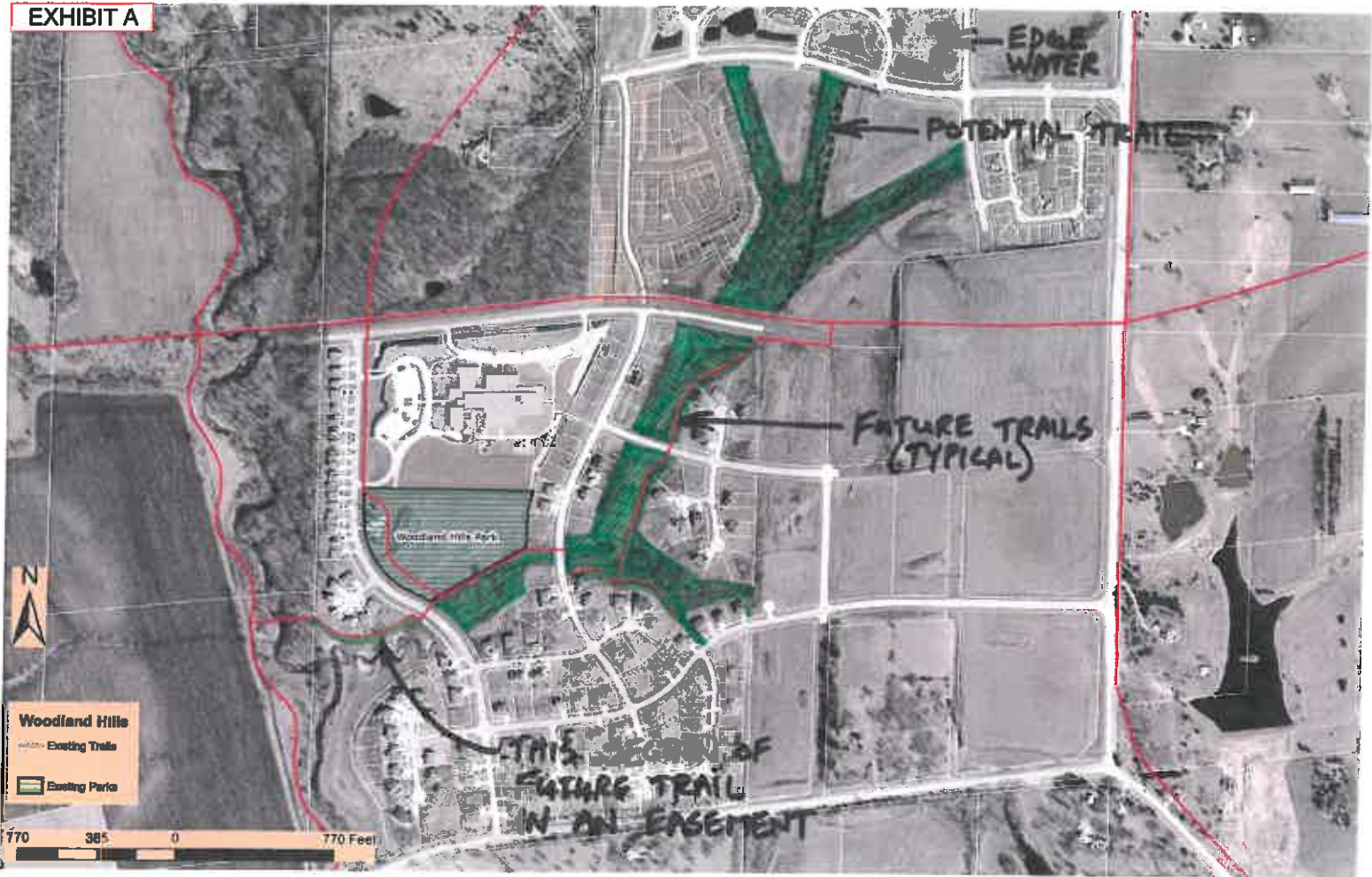
Effective January 1, 2015

Professional Services	Billing Rate
Principal Engineer	\$115
Project Engineer	\$95
Engineer-in-Training	\$80
Engineering Technician	\$75
Administrative	\$45

Reimbursable Expenses

1. All materials and supplies used in the performance of work on this project will be billed at cost.
2. Auto mileage will be reimbursed per the standard mileage reimbursement rate established by the Internal Revenue Service.
3. Charges for sub-consultants will be billed at their invoice cost plus 10%.
4. All other direct expenses will be invoiced at cost.

EXHIBIT A



CITY OF WEST DES MOINES CITY COUNCIL MEETING COMMUNICATION

ITEM: Update to List of Official City Depositories

DATE: August 24, 2015

FINANCIAL IMPACT: None

BACKGROUND:

Chapter 12c.1 of the Iowa Code requires that all funds held by the City shall be deposited in one or more depositories first approved by Council. Through previous action and discussion indicated its preference that only those financial institutions having an office within the City's corporate limits be considered.

Staff recommends adjusting the current list due to recent openings, closings, mergers, acquisitions, and name changes. In addition, several credit unions are being added to the list of potential depositories.

Recommended investment limits listed for each institution continue to reflect the maximum amount needed for the City to take advantage of any financial institution offering the best rates at a given time. While staff continues to generally recommend that each institution be limited to no more than \$50,000,000 of investments (with the exception of Wells Fargo (custodian for IPAIT funds), this limit does not necessarily mean that the City would invest to that level in any of these institutions, as we would follow the City's current investment policy and review bank ratings before committing any funds to a particular institution.

OUTSTANDING ISSUES (if any):

None

RECOMMENDATION:

Approve Resolution naming official City depositories

Lead Staff Member: Tim Stiles, Finance Director 

STAFF REVIEWS

Department Director	
Appropriations/Finance	
Legal	
Agenda Acceptance	RTG

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Finance & Administration		
Date Reviewed	August 12, 2015		
Recommendation	Yes	No	Split

RESOLUTION

WHEREAS Chapter 12c.1 of the Iowa Code requires that all funds held by the City shall be deposited in one or more depositories first approved by Council, and

WHEREAS staff recognizes and supports the Council's preference to utilize financial institutions which have a location within the City's corporate limits, and

WHEREAS staff has reviewed the current list of approved depositories of City funds and advises several changes driven by the industry, and

WHEREAS staff recommends that the following financial institutions are named as official depositories for City funds in an amount not to exceed the amount indicated:

Depository Name	Limit	Depository Name	Limit
American Trust & Savings	\$ 50,000,000	Iowa State Bank	\$ 50,000,000
Bankers Trust	\$ 50,000,000	Meta Bank	\$ 50,000,000
Bank Iowa	\$ 50,000,000	Midwest Heritage Bank	\$ 50,000,000
Bank of America	\$ 50,000,000	Northwest Bank	\$ 50,000,000
Bank of the West	\$ 50,000,000	Premier Credit Union	\$ 50,000,000
Central Bank	\$ 50,000,000	State Savings Bank	\$ 50,000,000
Earlham Savings Bank	\$ 50,000,000	TruBank	\$ 50,000,000
Fidelity Bank	\$ 50,000,000	Two Rivers Bank & Trust	\$ 50,000,000
Financial Plus Credit Union	\$ 50,000,000	Union State Bank	\$ 50,000,000
First Class Credit Union	\$ 50,000,000	United Service Credit Union	\$ 50,000,000
First National Bank, Ames	\$ 50,000,000	US Bank	\$ 50,000,000
Freedom Financial Bank	\$ 50,000,000	Veridian Credit Union	\$ 50,000,000
Great Southern Bank	\$ 50,000,000	Wells Fargo (incl. IPATT)	\$100,000,000
Great Western Bank	\$ 50,000,000	West Bank	\$ 50,000,000
Greater Iowa Credit Union	\$ 50,000,000		

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA that the recommendation is hereby approved and the Director is hereby authorized to deposit City funds and to execute agreements necessary for the lawful deposit of City funds (consistent with Iowa law and the City's adopted investment policy), in amounts not exceeding the maximum approval for the depositories listed above.

PASSED AND APPROVED this 24th day of August, 2015

John Mickelson, Mayor Pro-Tem

ATTEST:

Ryan T. Jacobson, City Clerk

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

DATE: August 24, 2015

ITEM:

Resolution - Ordering Construction
2015 Sidewalk Program - Phase I

FINANCIAL IMPACT:

The engineering estimate of construction cost for the 2015 Sidewalk Program - Phase I is \$164,046.75. The City's share of the proposed project is \$15,321.00. All remaining costs will be invoiced to benefited property owners. Payments will be made from budgeted account number 4288.75.820.6.7910.

BACKGROUND:

A Bid Letting should be scheduled for 2:00 p.m. on Wednesday, September 2, 2015, and a Public Hearing on the project should be scheduled for 5:35 p.m. on Tuesday, September 8, 2015. The contract would be awarded on Tuesday, September 8, 2015, and work will begin shortly thereafter.

This project will repair the sidewalks in the areas shown on the attached list. A total of 369 properties were identified with sidewalks needing to be constructed or repaired in this program. The affected property owners were provided an opportunity to construct the improvements on their own as with past projects. There were 186 of the properties identified in the original program where the sidewalks were repaired by the property owner or were removed from the program for other reasons after field review.

The City portion to install handicapped ramps in accordance with the Americans With Disability Act will be included in a separate Phase II project. This project is scheduled to be completed by November 14, 2015.

RECOMMENDATION:

City Council Adopt:

- Resolution Ordering Construction of the 2015 Sidewalk Program - Phase I.
- Fixing 2:00 p.m. on Wednesday, September 2, 2015, as time and date for project Bid Letting.
- Ordering the City Clerk to publish notice of Letting and Public Hearing.

Lead Staff Member: Joseph C. Cory, P.E., Deputy Public Works Director

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	Des Moines Register
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Works		
Date Reviewed	August 17, 2015		
Recommendation	Yes	No	Split

**Resolution Ordering Construction and
Notice of Public Hearing on Plans, Specifications,
Form of Contract, Estimate of Cost, and
Directing Advertisement for Bids**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA, that the following described public improvement:

**2015 Sidewalk Program - Phase I
Project No. 0510-015-2015**

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

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

BE IT FURTHER RESOLVED, that the City Clerk is hereby directed to publish notice of hearing on the Plans and Specifications, Form of Contract, Bid Security and Estimate of Costs for said project to be held at 5:35 p.m. on Tuesday, September 8, 2015, with said notice published not less than four (4) days nor more than twenty (20) days prior to the date heretofore fixed.

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

BE IT FURTHER RESOLVED, that the bids received for construction of said improvements will be opened, publicly read and tabulated by the City Clerk or Deputy City Clerk at 2:00 p.m. on Wednesday, September 2, 2015, and the results of said bids shall be considered at a meeting of this Council on Tuesday, September 8, 2015, at 5:35 p.m. and acted upon at said time, or such time as may then be fixed.

PASSED AND APPROVED this 24th day of August, 2015

John Mickelson, Mayor Pro Tem

ATTEST:

Ryan T. Jacobson
City Clerk

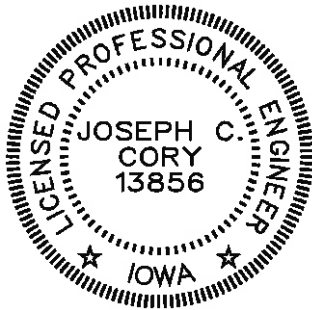


ENGINEER'S ESTIMATE
2015 SIDEWALK IMPROVEMENT PROGRAM - PHASE I

WEST DES MOINES, IOWA

PROJECT NO. 0510-015-2015

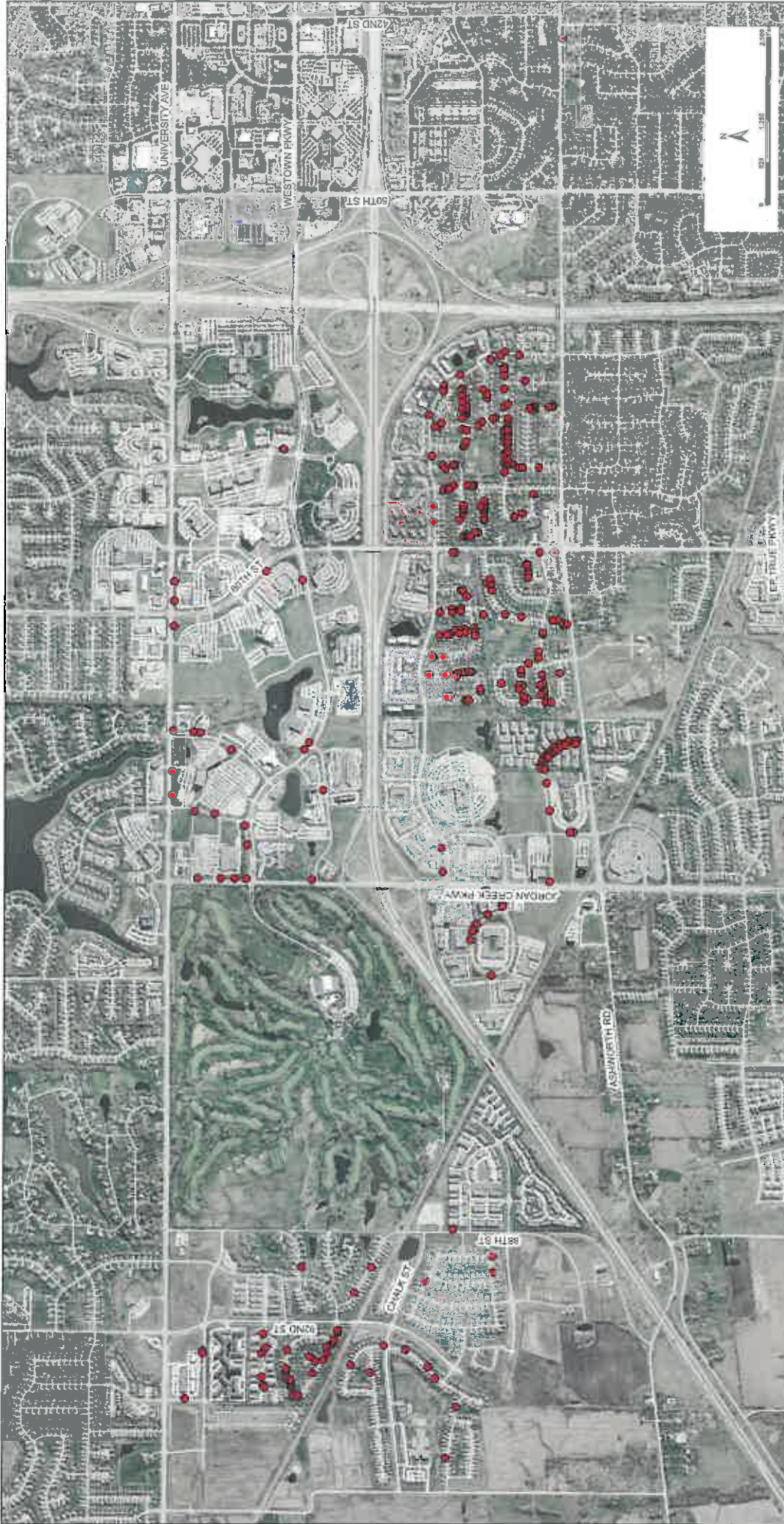
<u>Description</u>	<u>Estimated Unit</u>	<u>Unit Quantity</u>	<u>Unit Price</u>	<u>Extended Price</u>
1.1 4" Sidewalk-Remove/Replace	SF	6,260.00	\$ 10.25	\$ 64,165.00
1.2 4" Sidewalk-Place	SF	112.00	\$ 8.50	\$ 952.00
1.3 6" Sidewalk-Remove/Replace	SF	6,517.00	\$ 10.75	\$ 70,057.75
1.4 4' X 2' Truncated Dome	EA	33.00	\$ 250.00	\$ 8,250.00
1.5 Curb & Gutter	LF	91.00	\$ 50.00	\$ 4,550.00
1.6 Sod	SQ	6.00	\$ 80.00	\$ 480.00
1.7 Concrete Removal	SF	3,898.00	\$ 4.00	\$ 15,592.00
Total Construction Cost				\$ 164,046.75




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

Joseph C. Cory
Joseph C. Cory, P.E.
Registration Expires December 31, 2016

8/19/15
Date




DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION
 WEST DES MOINES, IOWA 50395
 FAX NO. (515)222-3478

PROJECT:
2015 Sidewalk Program Phase I

LOCATION:
Various Locations

DRAWN BY: REF
DATE: 8/19/2015
PROJECT NO.: 0510-015-2015
SHEET: 1 OF 1

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

4(h)2

DATE: August 24, 2015

ITEM:

Resolution - Ordering Construction
Maffitt Lake Road Pedestrian Underpass

FINANCIAL IMPACT:

The Engineering estimate of construction cost for the Maffitt Lake Road Pedestrian Underpass project is \$833,956.00. Payments will be made from budgeted account no. 4259.77.820.6.7910 with the ultimate funding intended to come from the Alluvion TIF.

BACKGROUND:

A Bid Letting should be scheduled for 2:00 p.m. on Wednesday, September 2, 2015, and a Public Hearing on the project should be scheduled for 5:35 p.m. on Tuesday, September 8, 2015. The contract would be awarded on Tuesday, September 8, 2015, and work will begin shortly thereafter.

The completion date for the project is June 1, 2016.

OUT STANDING ISSUES:

None.

RECOMMENDATION:

City Council Adopt:

- Resolution Ordering Construction of Maffitt Lake Road Pedestrian Underpass.
- Fixing 2:00 p.m. on Wednesday, September 2, 2015, as time and date for project Bid Letting.
- Ordering the City Clerk to publish notice of Letting and Public Hearing.

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

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Works		
Date Reviewed	August 17, 2015		
Recommendation	Yes	No	Split

**Resolution Ordering Construction and
Notice of Public Hearing on Plans, Specifications,
Form of Contract, Estimate of Cost, and
Directing Advertisement for Bids**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA, that the following described public improvement:

**Maffitt Lake Road Pedestrian Underpass
Project No. 0510-069-2015**

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

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

BE IT FURTHER RESOLVED, that the City Clerk is hereby directed to publish notice of hearing on the Plans and Specifications, Form of Contract, Bid Security and Estimate of Costs for said project to be held at 5:35 p.m. on Tuesday, September 8, 2015, with said notice published not less than four (4) days nor more than twenty (20) days prior to the date heretofore fixed.

BE IT FURTHER RESOLVED, that the City Clerk is hereby directed to publish Notice to Bidders for said project with publication not less than four (4) days nor more than forty-five (45) days prior to the date for receiving bids. Said bids are to be filed prior to 2:00 p.m. on Wednesday, September 2, 2015.

BE IT FURTHER RESOLVED, that the bids received for construction of said improvements will be opened, publicly read and tabulated by the City Clerk or City Clerk designee at 2:00 p.m. on Wednesday, September 2, 2015, and the results of said bids shall be considered at a meeting of this Council on Tuesday, September 8, 2015, at 5:35 p.m. and acted upon at said time, or such time as may then be fixed.

PASSED AND APPROVED this 24th day of August, 2015.

John Mickelson, Mayor Pro Tem

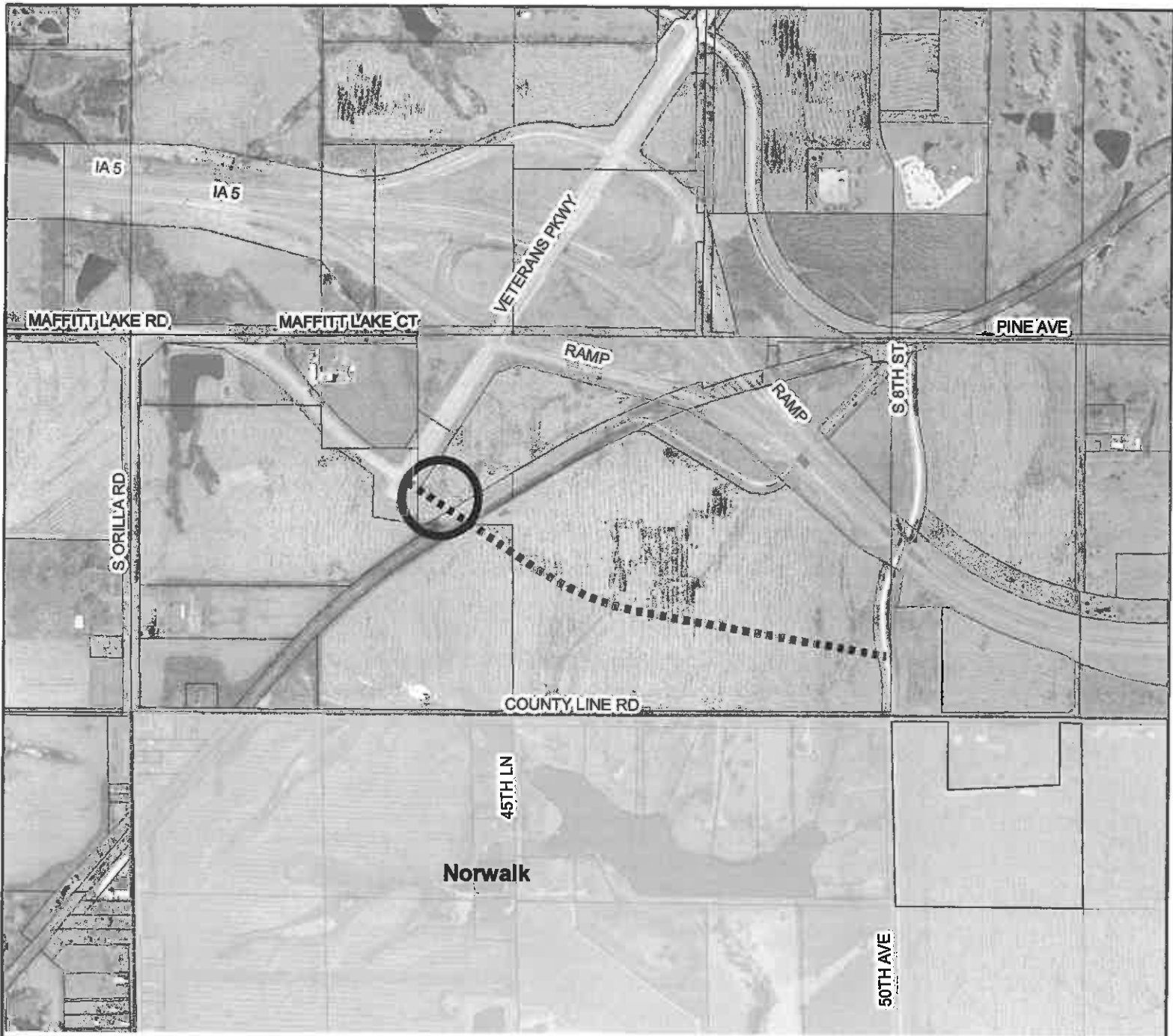
ATTEST:

Ryan T. Jacobson, City Clerk

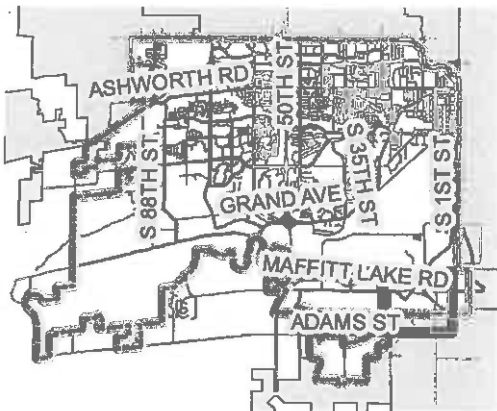
OPINION OF PROBABLE PROJECT COST
Great Western Trail Pedestrian Underpass

Great Western Trail Under Future Maiffitt Lake Road
 August 2016

ITEM NO.	ITEM CODE	ITEM	UNIT	UNIT PRICE	Quantities	Total Cost	Cost Attributed to the Underpass	Cost Attributed to Roadway
1	2010-A-1000	CLEARING AND GRUBBING	LS	\$ 10,000.00	1	10,000	9,500	500
2	2010-B-1000	TOPSOIL, ON-SITE	CY	\$ 7.00	7,990	55,930	36,355	19,576
3	2010-E-1000	EXCAVATION, CLASS 10, ROADWAY AND BORROW	CY	\$ 5.00	22,790	113,950	79,765	34,185
4	2511-0310100	SPECIAL COMPACTION OF SUBGRADE FOR RECREATIONAL TRAIL	STA	\$ 500.00	11.1	5,550	5,550	
5	4020-A-1315	STORM SEWER GRAVITY MAIN, TRENCHED, RCP CLASS III, 15"	LF	\$ 65.00	58	3,770	3,770	
6	4020-A-1324	STORM SEWER GRAVITY MAIN, TRENCHED, RCP CLASS IV, 24"	LF	\$ 120.00	303	36,360	36,360	
7	4030-A-2000	PIPE CULVERT, BIN, TRENCHLESS, TEMPORARY	LS	\$ 15,000.00	1	15,000	15,000	
8	4030-B-1015	APRON, CONCRETE, 15IN.	EACH	\$ 1,200.00	4	4,800	4,800	
9	4030-B-1024	APRON, CONCRETE, 24IN.	EACH	\$ 1,300.00	2	2,600	2,600	
10	4040-A-1112	SUBDRAIN, TILE, 12IN.	LF	\$ 25.00	500	12,500	8,125	4,375
11	4040-A-2004	SUBDRAIN, PERFORATED PLASTIC PIPE, 4IN., UNDERPASS	LS	\$ 10,000.00	1	10,000	10,000	
12	4040-D-1000	SUBDRAIN OUTLET, 4 IN.	EACH	\$ 700.00	2	1,400	1,400	
13	6010-A-1048	MANHOLE, STORM SEWER, 48 IN.	EACH	\$ 6,000.00	2	12,000	12,000	
14	2403-0100020	STRUCTURAL CONCRETE (RCB CULVERT)	CY	\$ 500.00	431	215,500	215,500	
15	2404-775000	REINFORCING STEEL	LB	\$ 1.10	82,860	91,146	91,146	
16	7030-C-1006	RECREATIONAL TRAIL, PCC, 6 IN.	SY	\$ 45.00	1,231	55,395	55,395	
17	7040-H-1000	REMOVAL OF PAVEMENT	SY	\$ 10.00	387	3,870	3,870	
18		TRAIL DETOUR	LS	\$ 10,000.00	1	10,000		10,000
19	8010-C-1000	SAFETY CLOSURE	EACH	\$ 200.00	5	1,000	400	600
20	2528-8445110	TRAFFIC CONTROL	LS	\$ 2,000.00	1	2,000		2,000
21		LIGHTING	LS	\$ 30,000.00	1	30,000		30,000
22	9010-A-2000	SEEDING AND FERTILIZING, TYPE 5	ACRE	\$ 1,200.00	19.0	22,800	14,820	7,980
23	9040-A-1000	SWPPP PREPARATION	LS	\$ 5,000.00	1	5,000	1,000	4,000
24	9040-A-2000	SWPPP MANAGEMENT	LS	\$ 20,000.00	1	20,000	4,000	16,000
25	9040-D-1000	FILTER SOCK, 9 IN.	LF	\$ 3.00	7,500	22,500	22,500	
26	9040-D-2000	REMOVAL OF FILTER SOCK	LF	\$ 0.50	750	375	375	
27	9040-J-1000	RIP RAP, CLASS E	TON	\$ 40.00	107	4,280	4,280	
28	9040-N-1000	SILT FENCE	LF	\$ 3.00	5,000	15,000	3,000	12,000
29	9040-N-2000	SILT FENCE, REMOVAL OF SEDIMENT	LF	\$ 2.00	1,000	2,000	400	1,600
30	9040-N-3000	SILT FENCE, REMOVAL OF DEBRIS	LF	\$ 1.50	500	750	150	600
31	9040-Q-1000	MULCH, CONVENTIONAL	ACRE	\$ 1,000.00	19	19,000	12,350	6,650
32	9060-A-6100	CHAIN LINK FENCE, 72 IN.	LF	\$ 40.00	112	4,480	4,480	
33	1010-A-1000	REMOVALS, AS PER PLAN	LS	\$ 5,000.00	1	5,000	5,000	
34	1110-A-1000	CONSTRUCTION SURVEY	LS	\$ 20,000.00	1	20,000	15,000	5,000
Total Construction						\$ 833,956.00	\$ 708,890.50	\$ 125,065.50



VICINITY MAP



LEGEND

PROJECT LOCATION



**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: MAFFITT LAKE ROAD PEDESTRIAN UNDERPASS		Project No. 0510-069-2015	
LOCATION:		EXHIBIT "A"	
DRAWN BY: BJM	DATE: 8/19/2015	SHT. 1 OF 1	

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

DATE: August 24, 2015

ITEM: Resolution - Order Construction and Notice of Public Hearing on Plans, Specifications, Form of Contract, Estimate of Cost, and Direct Advertisement of Bids – Valley View Park Basketball Courts

FINANCIAL IMPACT: None at this time. The preliminary estimated cost of the project is \$243,659.55. Project expenses will be paid with funds budgeted in FY 15/16 in the Valley View Park Improvements CIP account (6564.75.840.6.7910). The amount available for this project is \$243,800.

BACKGROUND: This Resolution is for the construction of two lighted basketball courts on the west side of Valley View Park. The project involves grading and subgrade preparation, gravel sub-base, asphalt paving, court surfacing, basketball goals, concrete sidewalks, electrical service, court lighting, and site restoration.




Two add alternates are included with the first being for additional walkways and the second being for benches.

OUTSTANDING ISSUES: None.

RECOMMENDATION: That the Council approve the Resolution.

Lead Staff Member: Sally Orgies 

STAFF REVIEWS

Department Director	 for Gary Scott
Appropriations/Finance	
Legal	
Agenda Acceptance	

PUBLICATION(S) (if applicable)

Published In	N/A
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	N/A		
Date Reviewed			
Recommendation	Yes	No	Split

**Resolution Ordering Construction and
Notice of Public Hearing on Plans, Specifications,
Form of Contract, Estimate of Cost and
Directing Advertisement for Bids**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA, that the following described public improvement:

Valley View Park Basketball Courts

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

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

BE IT FURTHER RESOLVED, that the City Clerk is hereby directed to publish notice of hearing on the Plans and Specifications, Form of Contract, Bid Security and Estimate of Costs for said project to be held at 5:35 p.m. on **September 8, 2015** with said notice published not less than four (4) days nor more than twenty (20) days prior to the date heretofore fixed.

BE IT FURTHER RESOLVED, that the City Clerk is hereby directed to publish Notice to Bidders for said project with publication not less than four (4) days nor more than forty-five (45) days prior to the date for receiving bids. Said bids are to be filed prior to 2:00 o'clock p.m. on **Wednesday, September 2, 2015.**

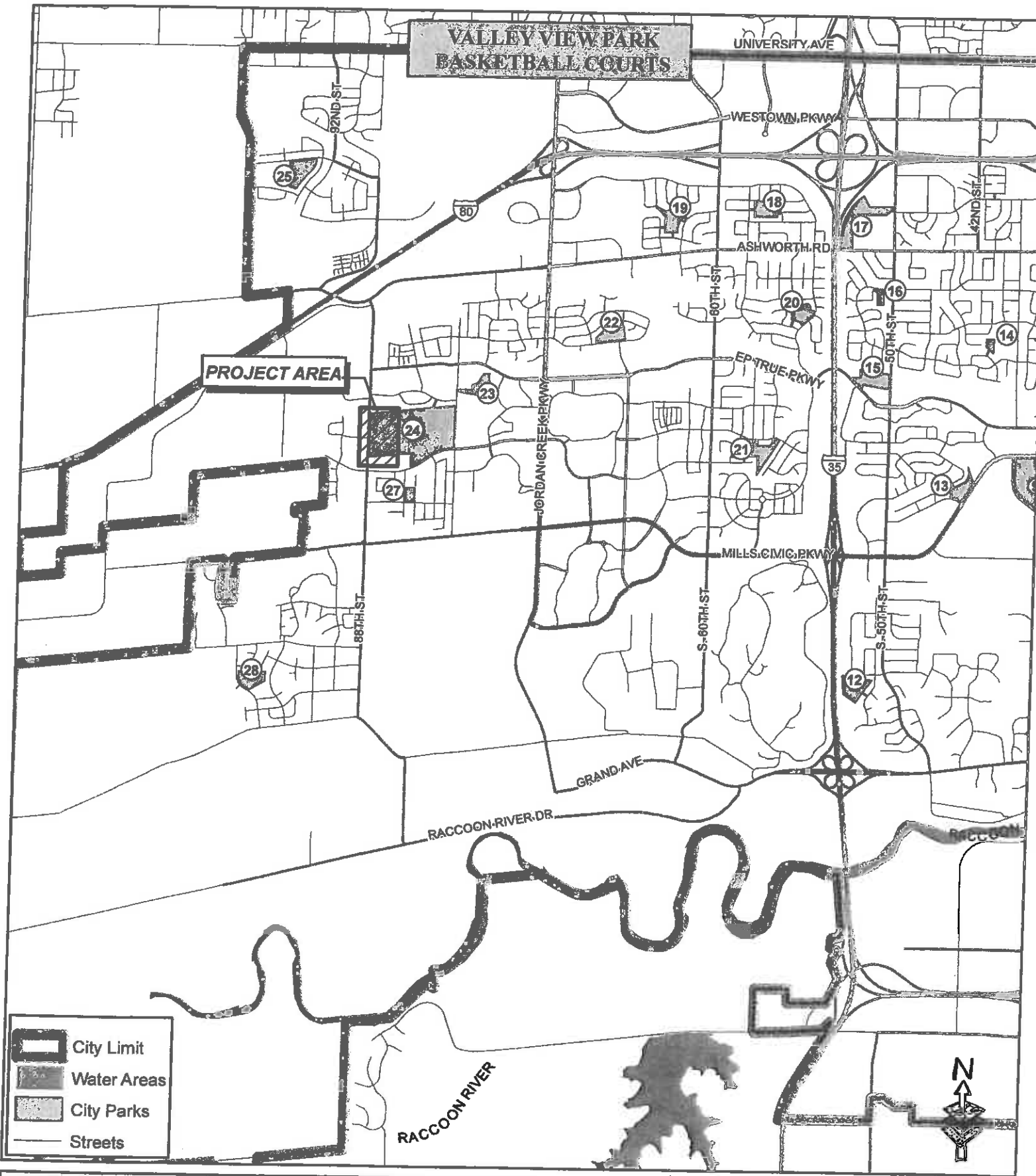
BE IT FURTHER RESOLVED, that bids received for construction of said improvements will be opened, publicly read and tabulated by the City Clerk or Deputy City Clerk at 2:00 o'clock p.m. on **Wednesday, September 2, 2015** and the results of said bids shall be considered at a meeting of this Council on **September 8, 2015** at 5:35 p.m. and acted upon at said time, or such time as may then be fixed.

PASSED AND APPROVED this 24th day of August, 2015.

Steven K. Gaer, Mayor

ATTEST:

Ryan Jacobson, City Clerk



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



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

DATE: August 24, 2015

ITEM:

Resolution - Accepting Work
Alluvion 1A1 Water Main Improvement Project
Vanderpool Construction, Inc.

FINANCIAL IMPACT:

The total construction cost for the Alluvion 1A1 Water Main Improvement Project was \$951,931.92 which was paid from budgeted Account No. 4266.77.820.6.7910 with the ultimate funding intended to come from Tax Increment Financing Revenue and reimbursement from the West Des Moines Water Works. The original cost of the project was \$956,232.00. There were three (3) Change Orders that reduced the project total by \$4,300.07.

BACKGROUND:

Vanderpool Construction, Inc. was working under an agreement dated December 15, 2014, for construction services for the installation of water main from Orilla Road to the Alluvion site. 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

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

PUBLICATION(S) (if applicable)		SUBCOMMITTEE REVIEW (if applicable)			
Published In		Committee	Public Works		
Dates(s) Published		Date Reviewed	August 17, 2015		
		Recommendation	Yes	No	Split

Resolution Accepting Work

WHEREAS, on December 15, 2014, the City Council entered into a contract with Vanderpool Construction, Inc. of Indianola, Iowa, for the following described public improvement:

Alluvion Water Main Improvement Project 0510-073-2014

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 August 24, 2015.

WHEREAS, the City has retained 5% of the construction costs,

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 \$951,931.92 as shown in said report, and that the Finance Director is hereby authorized to make payment to the Contractor in the amount of \$47,596.60, which includes retainage for the project, no sooner than 30 days subject to the Contractor satisfying all the conditions of the contract.

PASSED AND APPROVED this 24th day of August, 2015.

John Mickelson, Mayor Pro Tem

ATTEST:

Ryan T. Jacobson
City Clerk



ENGINEERING SERVICES
 4200 Mills Civic Parkway
 West Des Moines, IA 50265-0320
 (515) 222-3620 Fax (515) 273-0802

PAY REQUEST

Contractor: **Vanderpool Construction, Inc.**
 1100 N. 14th Street
 Indianola, Iowa 50125-1506

Project Title	Alluvion Water Main Improvement Project	
WDM Project File Number	0510-073-2014	
Purchase Order Number	4266-01	
Orig. Contract Amount & Date	\$956,232.00	12/15/14
Estimated Completion Date	05/01/15	
Pay Period	2/21/15 thru 3/1/15	
Pay Request Number	3	
Date	05/05/15	

BID ITEMS							
Item No.	Description	Unit	Est. Qty	Unit Price	Extended Price	Quantity Completed	Value Completed
1.01	TRAFFIC CONTROL	LS	1.00	\$7,165.55	\$7,165.55	1.00	\$7,165.55
1.02	CONSTRUCTION STAKING	LS	1.00	\$4,365.00	\$4,365.00	1.00	\$4,365.00
1.03	TEMPORARY TRAIL (STAGING OF WATER MAIN)	LS	1.00	\$2,550.00	\$2,550.00	0.00	\$0.00
2.01	CLEARING AND GRUBBING	LS	1.00	\$4,500.00	\$4,500.00	1.00	\$4,500.00
2.02	CLASS 10, CLASS 12, OR CLASS 13 EXCAVATION	CY	3153	\$12.60	\$39,727.80	3,153	\$39,727.80
2.03	SUBGRADE PREPARATION	LS	1.00	\$5,575.00	\$5,575.00	1.00	\$5,575.00
4.01	SUBDRAIN, CORRUGATED POLYETHYLENE, 10"	LF	350	\$20.00	\$7,000.00	163	\$3,080.00
4.02	SUBDRAIN OUTLET, CORRUGATED HDPE, 10"	EA	1	\$450.00	\$450.00	1	\$450.00
4.03	RISER, INTAKE, 10"	EA	1	\$550.00	\$550.00	1	\$550.00
5.01	WATER MAIN, TRENCHED, 16" DIA., PVC, C-905, DR18	LF	7882	\$55.80	\$438,899.60	7,806	\$435,574.80
5.02	WATER MAIN, TRENCHED, 16" DIA., DUCTILE IRON, C-151, CLASS 52	LF	333	\$98.00	\$31,988.00	340	\$32,640.00
5.03	WATER MAIN, TRENCHLESS, 16" DIA., PVC, C-905, DR 18	LF	300	\$172.50	\$51,750.00	340	\$58,650.00
5.04	FITTINGS, WATER MAIN BY WEIGHT	LB	5214	\$6.60	\$33,891.00	5,002	\$32,513.00
5.05	FITTINGS, WATER MAIN BY WEIGHT, INSTALL ONLY	LB	830	\$3.65	\$3,029.50	830	\$3,029.50
5.06	WATER SERVICE STUB, 1"	EA	1	\$7,675.00	\$7,675.00	1	\$7,675.00
5.07	WATER SERVICE STUB, 16"	EA	2	\$3,017.00	\$6,034.00	2	\$6,034.00
5.08	VALVE ASSEMBLY, GATE VALVE, 16" DIA.	EA	17	\$6,835.00	\$116,185.00	18	\$123,030.00
5.09	VALVE ASSEMBLY, GATE VALVE, 16" DIA, INSTALL ONLY	EA	2	\$1,160.00	\$2,320.00	2	\$2,320.00
5.10	FIRE HYDRANT ASSEMBLY	EA	27	\$5,490.00	\$148,230.00	27	\$148,230.00
5.11	FLUSHING DEVICE (BLOWOFF)	EA	2	\$2,025.00	\$4,050.00	1	\$2,025.00
5.12	CONNECTION TO EXISTING SYSTEM	EA	1	\$2,225.00	\$2,225.00	1	\$2,225.00
5.13	ABANDON EXISTING WATER MAIN	LS	1.00	\$1,300.00	\$1,300.00	1.00	\$1,300.00
7.01	GRANULAR SURFACING ON ROAD	TONS	150	\$27.50	\$4,125.00	89.29	\$1,905.48
9.01	CONVENTIONAL SEEDING, TYPE 5	AC	2.90	\$580.00	\$1,682.00	11.56	\$6,704.80
9.02	SEEDING, FERTILIZING AND MULCHING FOR HYDRAULIC SEEDING, TYPE 2	AC	0.83	\$2,650.00	\$2,199.50	2.04	\$5,406.00
9.03	STORMWATER POLLUTION PREVENTION PLAN (SWPPP), PREPARATION	LS	1.00	\$1,600.00	\$1,600.00	1.00	\$1,600.00
9.04	STORMWATER POLLUTION PREVENTION PLAN (SWPPP), MANAGEMENT	LS	1.00	\$2,550.00	\$2,550.00	1.00	\$2,550.00
9.05	FILTER SOCK, 9"	LF	2500	\$1.84	\$4,600.00	1,400	\$2,576.00
9.06	SILT FENCE OR SILT FENCE DITCH CHECK	LF	6500	\$1.58	\$10,270.00	0	\$0.00
9.07	SILT FENCE OR SILT FENCE DITCH CHECK, REMOVAL OF SEDIMENT	LF	6500	\$0.79	\$5,135.00	0	\$0.00
9.08	SILT FENCE OR SILT FENCE DITCH CHECK, REMOVAL OF DEVICE	LF	6500	\$0.26	\$1,690.00	0	\$0.00
9.09	EROSION CONTROL MULCHING, CONVENTIONAL	AC	6.60	\$474.25	\$3,130.05	0.00	\$0.00
CO 1.1	RESTAKING	LS	1.00	\$1,650.00	\$1,650.00	1.00	\$1,650.00
CO 2.1	WATER MAIN, TRENCHLESS (TRAIL BORE), 16" DIA., PVC, C-905, DR 18	LS	1.00	\$2,550.00	\$2,550.00	1.00	\$2,550.00
CO 2.2	VALVE ASSEMBLY, GATE VALVE, 12" DIA.	EA	2.00	\$3,175.00	\$6,350.00	2.00	\$6,350.00
TOTAL					\$966,782.00		\$951,931.93

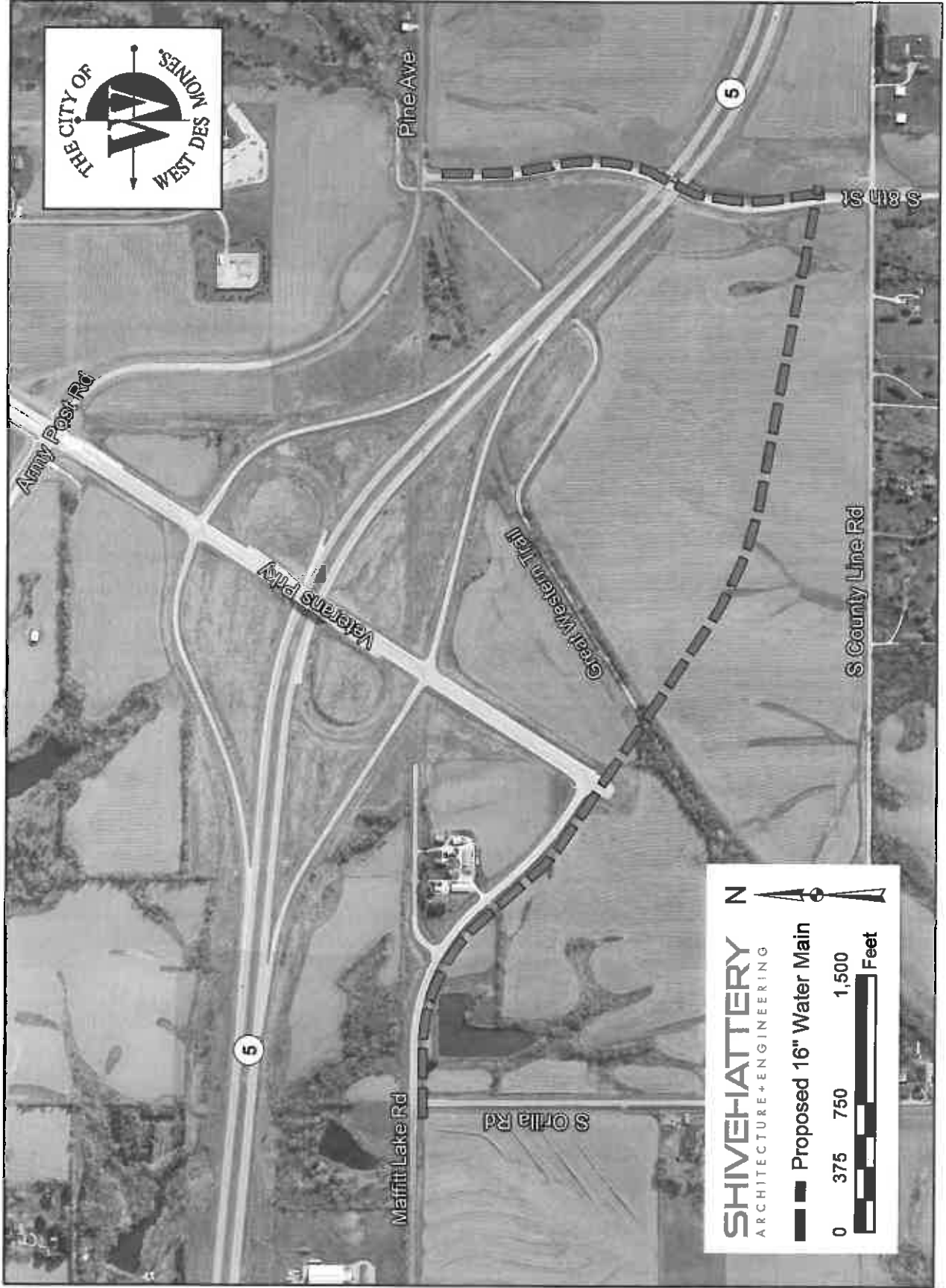
MATERIALS STORED SUMMARY			
Description	# of Units	Unit Price	Extended Cost
			\$0.00
			\$0.00
TOTAL			\$0.00

PAY REQUEST SUMMARY			
		Total Approved	Total Completed
Contract Price		\$956,232.00	\$951,931.93
Approved Change Order 1		\$1,650.00	
Approved Change Order 2		\$6,350.00	
Approved Change Order 3		(\$12,300.00)	
Revised Contract Price		\$951,931.93	\$951,931.93
Materials Stored			\$0.00
Retainage (5%)			\$47,596.60
Total Earned Less Retainage			\$904,335.33
Total Previously Approved (list each)	Pay Request 1	\$633,897.00	
	Pay Request 2	\$234,852.61	
	Pay Request 3		
	Pay Request 4		
	Pay Request 5		
	Pay Request 6		
Total Previously Approved			\$868,749.61
Amount Due This Request			\$35,585.72
Percent Complete			100%
Percent of Contract Period Utilized			100%

The amount **\$35,585.72** is recommended for approval for payment in accordance with the terms of the Contract

Contractor: Vanderpool Construction, Inc.	Recommended By: Shive-Hattery, Inc.	Checked By: <i>BOM</i> City of West Des Moines
Signature: <i>[Signature]</i>	Signature: <i>[Signature]</i>	Signature: <i>[Signature]</i>
Name: <i>John [Signature]</i>	Name: <i>MICHAEL L. ANTHONY</i>	Name: Duane C. Wittstock, P.E., L.S.
Title: <i>Superintendent</i>	Title: <i>PROJECT ENGINEER</i>	Title: City Engineer
Date: <i>5-8-15</i>	Date: <i>5/18/15</i>	Date:

**Alluvion Water Main Improvement Project
Location Map - Project No. 0510-073-2014**



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

4(j)

ITEM:

DATE: August 24, 2015

Resolution - Approving Professional Services Agreement
Right-of-Way Acquisition Services
JCG Land Services, Inc.

FINANCIAL IMPACT:

The cost of the Professional Services associated with Right-of-Way acquisition will not exceed \$100,000.00. Billings will be invoiced at the rates shown in the scope of services including expenses for ROW acquisition services and compensation estimating services. Costs for these services will be charged to the appropriate capital improvement accounts depending on the project. The accounts and ultimate funding sources will be determined by the Finance Director. 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.

BACKGROUND:

Approval of this action authorizes JCG Land Services, Inc. to perform the professional services necessary for property acquisitions and preparation of compensation estimates on behalf of the City for Capital Improvement Projects. Upon concurrence, the City Clerk is authorized to enter into the contract(s). The period of the contract(s) will not exceed 18 months unless agreed upon by both parties.

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

OUTSTANDING ISSUES: None.

RECOMMENDATION:

City Council Adopt:
- Resolution Approving Professional Services Agreement.

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

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Works		
Date Reviewed	August 17, 2015		
Recommendation	Yes	No	Split

Resolution Approving Professional Services Agreement

WHEREAS, funding is available for the following described capital improvement work:

**Right-of-Way Acquisition Services
Project No. 0030-030-2015**

and,

WHEREAS, the City from time-to-time has right-of-way acquisition needs associated with Capital Improvement Projects; and,

WHEREAS, Engineering Services Department staff have recommended the right-of-way acquisition and compensation estimate services be provided by a Real Estate professional, and,

WHEREAS, the Engineering Services Department has obtained a written proposal from JCG Land Services, Inc., to perform the work requested at an hourly rate not to exceed the amount shown below;

Basic Services of the Consultant \$ 100,000.00

Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA, that JCG Land Services, Inc. is hereby directed to perform the work for ROW acquisition services on an as-needed basis not to exceed a period of 18 months.

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

PASSED AND APPROVED this 24th day of August, 2015.

John Mickelson, Mayor Pro Tem

ATTEST:

Ryan T. Jacobson, City Clerk

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 JCG Land Services, Inc., (Fed. I.D. # 42-1448231), a professional corporation incorporated and licensed under the laws of the State of Iowa, party of the second part, hereinafter referred to as "Consultant" as follows:

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

1. SCOPE OF SERVICES

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

2. SCHEDULE

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

3. COMPENSATION

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

I. Basic Services of the Consultant	\$ <u>100,000.00</u>
II. Resident Consultant Services	\$ _____

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

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

4. INSURANCE

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

insurance coverage for Consultant and all Consultant's personnel. Consultant shall file applicable insurance certificates with the City, and shall also provide evidence of the following additional coverage.

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

5. NOTICE

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

FOR THE CITY:

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

FOR THE CONSULTANT:

Name: JCG Land Services, Inc.
Attn: Jay P. Walton
Address: 1715 South G Avenue
City, State: Nevada, IA 50201

6. GENERAL COMPLIANCE

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

7. STANDARD OF CARE

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

8. INDEPENDENT CONTRACTOR

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

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

9. NON-DISCRIMINATION

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

10. HOLD HARMLESS

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

11. ASSIGNMENT

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

12. APPROPRIATION OF FUNDS

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

13. AUTHORIZED AMENDMENTS TO AGREEMENT

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

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

14. OWNERSHIP OF CONSULTING DOCUMENTS

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

15. INTERPRETATION

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

16. COMPLIANCE WITH FEDERAL LAW

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

17. SOLICITATION AND PERFORMANCE

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

18. SUSPENSION AND TERMINATION OF AGREEMENT

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

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

19. TAXES

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

20. SEVERABILITY

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

21. MISCELLANEOUS HEADINGS

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

22. FURTHER ASSURANCES

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

23. COUNTERPARTS

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

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

CONSULTANT

BY: _____

Jay P. Walton, Vice President

CITY OF WEST DES MOINES

BY: _____

Ryan T. Jacobson, City Clerk

ATTACHMENT 1

Scope of Services

JCG provides our clients with professional and effective right of way acquisition, relocation assistance and GIS mapping services; and our teams have extensive and diverse experience with all types of projects to tailor a comprehensive acquisition plan to meet the scope and schedule of work required. Our tasks include the following summary of services:

Project Management –

JCG's project manager and acquisition specialist(s) will attend meetings with the Acquiring Authority to discuss project details including the purpose of the project, design, construction schedule, scope of tasks for acquisition process, number of parcels, project coordination meetings and public hearing/meeting requirements, prior correspondence with affected property owners, and other tasks requested by the Acquiring Authority. Based on the project scope and schedule, JCG will develop a staff resource plan for review and approval by the Acquiring Authority.

JCG will be responsible for effective staffing on the project and ensure all acquisition tasks are completed accurately and completely. The project manager will be responsible for the quality of work, compliance with all local, state and federal statutes and laws, cost control, and adherence to the project schedule per the terms of the scope of services, and will serve as the primary contact with the Acquiring Authority and other client staff as requested. The project manager will conduct regular meetings with the Acquiring Authority and project team, and provide progress and status reports for each parcel and overall project completion reports on a regular schedule, as requested by the Acquiring Authority.

Right of Entry Agreements –

JCG will be responsible for obtaining written permission from affected property owners along the route for the purposes of obtaining land survey data, locating property boundaries and physical features, and soil, natural resource, environmental, and historical site investigations. At the initiation of each project, the Acquiring Authority will provide JCG an exhibit of effected parcels that will require Right of Entry Agreements. JCG will then prepare a Right of Entry template (for review and approval by the Acquiring Authority) to be used to negotiate, in-person, the access rights and gain permission for the Acquiring Authority and/or its agents or contractors to enter upon private property.

Public Hearing / Public Information Meeting -

If the right of way sought to be acquired is agricultural land as defined in Iowa Code Section 6A.21 *Condemnation of Agricultural Land – definitions*, JCG shall participate in the public hearing process for the purpose of implementing the requirements of Section 6B.2A *Notice of Proposed Public Improvement* of the Iowa Code, unless the acquisition is found exempt under Subsection 6B.2A(4). The Acquiring Authority will complete and mail the Notice of Public Hearing to all property owners and contract purchasers by regular mail not less than 30 days before the date of the hearing, and publish a notice of the public hearing at least 4 but not more than 20 days before the public hearing. JCG will then participate in the Public Hearing to explain the acquisition process, the schedule, and answer questions pertaining to the impacts of the project.

Title Reports -

For Fee or Permanent Easement acquisition purposes, JCG will obtain Record of Ownership and Liens report(s) from a local abstractor within the respective county the project is located, to identify all the owners, easements, other interest holders, mortgages and other lien holders, and encumbrancers needed to obtain possession of the interests in land being acquired. The costs for procuring the Record of

Ownership and Liens for each parcel will be a pass-through, reimbursable expense as noted on JCG's project Invoices.

Compensation Valuations -

If the proposed acquisition for any parcel is complicated and/or estimated to exceed \$10,000.00, JCG will recommend to the Acquiring Authority an experienced Eminent Domain Appraiser and Review Appraiser to prepare the appraisal products for the acquisition of right of way as required by Section 6B.54(3) of the Iowa Code. Upon approval of the appraiser by the City, JCG will make the appraisal assignments; and, upon completion, provide the appraisal and appraisal review reports to the Acquiring Authority. The Acquiring Authority shall approve the review appraiser's allocation of just compensation prior to JCG mailing the appraisal to the property owner(s). The costs for procuring any appraisal and review appraisal reports will be a pass-through, reimbursable expense as noted on JCG's project Invoices.

For uncomplicated acquisitions with compensation anticipated to be less than \$10,000.00 per parcel, JCG'S Acquisition Specialist will research arms-length comparable sales data to determine a range of value for just compensation to be paid. The Acquisition Specialist will then prepare Compensation Estimates to allocate just compensation for the right of way sought to be acquired, and submit them to the Acquiring Authority for approval prior to JCG initiating negotiation with the owner(s).

Acquisition Document and File Preparation –

Prior to negotiations, JCG will request templates from the Acquiring Authority to use for the preparation of temporary and permanent acquisition documents, purchase agreements, and other supporting transfer documents as required by law and required for the project. Or, upon request, we can provide document templates for each situation to submit to the Acquiring Authority for their review and approval. Our acquisition specialists will correctly prepare all forms of conveyance documents necessary to acquire the land rights sought; and, upon completion, assemble the corresponding parcel file to be turned in to the Acquiring Authority for the audit, payment, and closing processes. Our closed files will consist of:

- Certificate of Negotiator
- Easements, or Deeds, signed by all interest holders in the property
- An Administrative Settlement form if an amount above the appraisal is recommended
- Owner (and Tenant) Purchase Agreements
- Offers to Purchase and/or Relocation Assistance
- Record of all contacts and correspondence
- W-9 form
- Disclosure of Representation
- Goundwater Hazard Statement, if applicable
- Subordinations, Releases, and Affidavits to clear title for closing
- Estimates for cost to cure damage items
- Acquisition Plat and Legal Description
- Record of Ownership and Liens Report

Uniform Act: Acquisition, Negotiation and Relocation Assistance Services –

JCG is well versed in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and the Iowa Relocation Assistance Act. We assist affected property owners with engineering design interpretation, conclusions of value for just compensation, good-faith negotiations, damage settlement resolution, and the relocation assistance process in full compliance with state and federal law, when applicable.

Closing Assistance -

It is understood and agreed that the Acquiring Authority will complete transaction closings. However, if requested, JCG is able to provide closing assistance services including, but not limited to the following tasks:

- Complete the real estate closing processes and procedures per local regulations
- Clear title by securing judgment and lien releases, and partial mortgage releases
- Coordinate preparation for the closing - including approval by the Acquiring Authority's attorney of all documentation that will be required for administrative approval and funding requests
- Receive and distribute acquisition payments to appropriate parties
- Assure that the closing documents are properly recorded
- Provide a completed acquisition file that will clear an audit process. If there would be any curative work requested from any audit, our team would complete those required items as needed.

Condemnation Support -

In the event an impasse with negotiations is reached and condemnation should become necessary with any parcel, JCG will complete and assemble the parcel file information in an appropriate sequence to expedite the Application for Condemnation to be filed by the Acquiring Authority's attorney. Upon request, JCG staff will attend necessary meetings in support of the condemnation proceeding and appear at the compensation hearing.

Work Plan

Based on the size and description of the project and scope of work provided by the Acquiring Authority, JCG will prepare parcel files which will include title reports, appraisals and appraisal review products and/or compensation estimates, transfer documents, correspondence with the landowners and tenants, and a final allocation of compensation. The following is a sample list of tasks that are normally followed by JCG's Acquisition Specialists to successfully complete the acquisition process:

- Meet with client and/or the acquiring authority to discuss project specifics including design impacts, parcels to be included in project, results of title and appraisal work to confirm land ownership and compensation values, project schedule, complications and unexpected events, work performed to date, and cumulative acquisition costs
- Engage the services of an experienced eminent domain appraiser and review appraiser
- Order Record of Ownership and Liens Reports for all Fee and Permanent Easement acquisition parcels
- Conduct limited title search of public records for all Temporary Easement only parcels
- Prepare complete acquisition documents for all parcel files (Except Warranty Deeds)
- Review of title work to identify title holders and obtain abstracts for continuation when properties are purchased in fee
- Determine all acquisition assignments utilizing approved project plans and acquisition plats with legal descriptions provided by the Acquiring Authority
- Mail approved appraisal reports for complex or high-value acquisitions, and provide landowner notice requirements per local, state or federal regulation

- Initiate contact with owners and any tenants to schedule face-to-face meetings whenever possible
- Review and present to the property owner the just compensation land valuation information provided by the appraiser; or uncomplicated and/or low-value compensation estimates provided by JCG staff
- Interview displacees subject to relocation assistance
- Inspect properties, present offers of relocation assistance
- Negotiate the acquisition with owners and tenants in a good-faith effort to reach an agreeable solution within the scope and limits of the project (including communicating any engineering or design concerns back to the appropriate staff for consideration)
- Prepare Administrative Settlements for approval by City staff for any settlement amount in excess of the approved appraisal amount
- Attend closings, and process and review relocation assistance claims
- Submit the completed files to the Acquiring Authority for payment and closing or further processing if an impasse is reached

JCG also has the flexibility of adding supplemental staff to projects, as needed, to meet project expectations and maintain construction letting schedules.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on this _____ day of _____, 20__.

Execution of this Agreement by the Acquiring Authority and JCG constitutes written authorization to JCG to proceed with the Scope of Services contained herein. The Agreement shall become effective on the date noted above.

SIGNATURES:

ACQUIRING AUTHORITY

Name: _____
Department: _____
Address: _____
Address: _____
Phone: _____
Fax: _____
e-mail: _____

By: _____

Title: _____

ROW AGENT

JCG Land Services, Inc.
1715 South G Avenue
Nevada, IA 50201
Phone: (515) 382-1698
Fax: (515) 382-2778
e-mail: jcgland@jcgland.com

By:  _____

Title: Vice President

INVOICING

JCG invoices shall be directed to the appropriate department personnel as follows:

Name: _____
Department: _____
Address: _____
Address: _____
Phone: _____
Fax: _____
e-mail: _____

ATTACHMENT 2
PROJECT SCHEDULE

ATTACHMENT 3

Schedule of Fees

JCG shall provide professional right of way services, as described in this Proposal, per the following fee schedule:

Acquisition Specialists	\$85.00/hr.
Relocation Assistance Specialists	\$85.00/hr.
Project Manager	\$95.00/hr.

Reimbursement for actual project related expenses include mileage within the city limits of West Des Moines at the current Federal rate, copy costs, recording or filing fees, mail and phone charges, and other similar incidental costs incurred in the performance of the work. Other expenses such as appraisal and appraisal review services, title search reports and/or abstracting costs, lodging and Per Diem require prior approval by the Acquiring Authority prior to expenditure.

All JCG invoices for completed work will be based on a Time and Materials contract, with a total not-to-exceed amount of \$100,000.00. If requested, each independent project covered by this Agreement will be designated with a unique project number, with the respective services and expenses itemized to facilitate the budget, accounting, and payment processes.

CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

DATE: August 24, 2015

ITEM:

Resolution - Establish Date of Public Hearing
Sugar Creek Stormwater Connection Fee District

FINANCIAL IMPACT:

None at this time. The City would be required to construct the stormwater improvements when ordered by the Council and would be reimbursed at the time the property was subdivided, or as part of a site plan approval process or when building permits are issued. The total estimated cost of the improvements covered by this ordinance is \$8,984,000 with up to an estimated \$6,851,900 to be recovered through the collection of fees. Specific details are included in the draft ordinance.

BACKGROUND:

There are two properties located within the Sugar Creek Stormwater Connection Fee District where procedural issues were identified after the original public hearing. The Stottlemeyers were not provided notice of the original hearing. Interstate Partners, LLC was informed by me that their parcel did not fall within the district boundaries. My statement was in error. Both parcels are located in the original boundaries of the district. Staff recommends these two parcels be included in the district. In order to provide these property owners due process the Council should conduct another public hearing so their voice can be heard. The proposed public hearing would be held on September 21, 2015 for the purpose of amending the existing ordinance to incorporate these two properties into the connection fee district as shown on Exhibit A. The originally established fee of \$4,710/acre will remain unchanged with annual adjustments methodology remaining in place as originally established.

The Sugar Creek Stormwater Connection Fee District generally consists of an area located west of South 88th Street, south of Interstate 80, east of South 105th Street, and north of the Raccoon River. The Sugar Creek Stormwater Connection Fee District was established on April 7, 2014 by Ordinance No. 2024. The last Public Hearings on the matter was held on March 24, 2014.

OUTSTANDING ISSUES: None.

RECOMMENDATION:

City Council Adopt:

- Resolution Establishing Date of Public Hearing as September 21, 2015

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

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Works		
Date Reviewed	August 3, 2015		
Recommendation	Yes	No	Split

RESOLUTION ESTABLISHING DATE OF PUBLIC HEARING

WHEREAS, the City of West Des Moines has previously approved the following connection fee district,

Sugar Creek Stormwater Connection Fee District
Project No. 0405-003

and

WHEREAS, on the 7th day of April, 2014, the City council passed Ordinance No. 2024, an ordinance to amend the Municipal Code of the City of West Des Moines, Iowa by adding and enacting a new section establishing the Sugar Creek Stormwater Connection Fee District; and

WHEREAS, two properties located within the boundary of the Sugar Creek Drainage Basin were not included in the Sugar Creek Stormwater Connection Fee District.

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

1. The Public Hearing be held on September 21, 2014 for the purpose of amending the existing Ordinance No. 2024 to incorporate in the Sugar Creek Stormwater Connection Fee District the two properties included within the boundary of the Sugar Creek Drainage Basin as shown on Exhibit A, but not included within the Sugar Creek Stormwater Connection Fee District.

PASSED AND ADOPTED this 24th day of August, 2015.

John Mickelson, Mayor Pro tem

ATTEST:

Ryan T. Jacobson, City Clerk

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY CODE OF THE CITY OF WEST DES MOINES, 2009 BY AMENDING TITLE 7, PUBLIC WAYS AND PROPERTY, CHAPTER 8, SEWER REGULATIONS ARTICLE H, MAJOR STORMWATER DRAINAGE FACILITIES CONNECTION FEE DISTRICTS

WHEREAS, on the 14th day of October, 2013, this City Council passed Ordinance No. 2006, an ordinance to amend the Municipal Code of the City of West Des Moines, Iowa by adding and enacting thereto a new section relating to the procedure to be utilized in establishing connection fees to recover the cost of constructing major stormwater drainage facilities; and

WHEREAS, on the 7th day of April, 2014, the City Council passed Ordinance No. 2024, an ordinance to amend the Municipal Code of the City of West Des Moines, Iowa by adding and enacting a new section establishing the Sugar Creek Stormwater Connection Fee District; and

WHEREAS, two properties located in the northwest quarter of Section 10, Township 78 North, Range 26 West were identified as being within the established boundary of the connection fee district, but Ordinance No. 2024 did not include the two parcels within the property subject to the stormwater connection fee; and

WHEREAS, upon due notice and hearing the City Council finds that the general health and welfare of the community will be benefitted by the amendment of Section 7-8H-1-1 Sugar Creek Stormwater Connection Fee District to include within the areas subject to the connection fee the two parcels in the northwest quarter of Section 10 included within the original connection fee district boundary, but not originally subject to the connection fee.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA AS FOLLOWS:

SECTION 1. MAJOR STORMWATER DRAINAGE FACILITY CONNECTION FEE DISTRICT. Title 7, Public Ways and Property, Chapter 8, Sewer Regulations, Article H, Major Stormwater Drainage Facilities Connection Fee Districts, Section 7-8H-1-1 is amended as following:

7-8H-1-1: SUGAR CREEK STORMWATER CONNECTION FEE DISTRICT

The boundary of the Sugar Creek Stormwater Connection Fee District is hereby amended to confirm that a tract of land located Section 10, Township 78 North, Range 26 West of the 5th Principal Meridian, Dallas County, Iowa, more particularly described as follows is included within the Sugar Creek Stormwater Connection Fee District:

Commencing at the southeast corner of the southwest quarter of the northeast quarter of Section 10, Township 78 North, Range 26 West;

Thence north along the east line of the southeast quarter of the southwest quarter of the northeast quarter of said Section 10 to the northeast corner of the southeast quarter of the southwest quarter of the northeast quarter of said Section 10;

Thence west along the north line of the southeast quarter of the southwest quarter of the northeast quarter of said Section 10 to the northwest corner of the southeast quarter of the southwest quarter of the northeast quarter of said Section 10;

Thence north along the east line of the northwest quarter of the northwest quarter of the northeast quarter of said Section 10 to the northeast corner of the northwest quarter of the southwest quarter of the northeast quarter of said Section 10;

Thence north along the east line of the west one-half of the northwest quarter of the northeast quarter of said Section 10 to the south right-of-way line of Interstate Highway 80;

Thence southwesterly along the southerly right-of-way line of Interstate Highway 80 to the point of intersection with the west line of the northeast quarter of said Section 10;

Thence south along the west line of the northeast quarter of said Section 10 to the southwest corner of the southwest quarter of the northeast quarter of said Section 10;

Thence east along the south line of the southwest quarter of the northeast quarter of said Section 10 to the point of beginning.

Said parcel described herein is included in the description of the connection fee boundary in Ordinance 2024.

SECTION 2. REPEALER. All ordinances or parts of ordinances in conflict with the provision of this Ordinance are hereby repealed.

SECTION 3. SEVERABILITY. If any section, provisions, 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, clauses, phrase or part hereof not adjudged invalid or unconstitutional.

SECTION 4. VIOLATION. 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 5. OTHER REMEDIES. In addition to the provisions set out in the Violation 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 6. EFFECTIVE DATE. This Ordinance shall be in full force and effect on _____, 2015, provided its passage, adoption and publication as required by law.

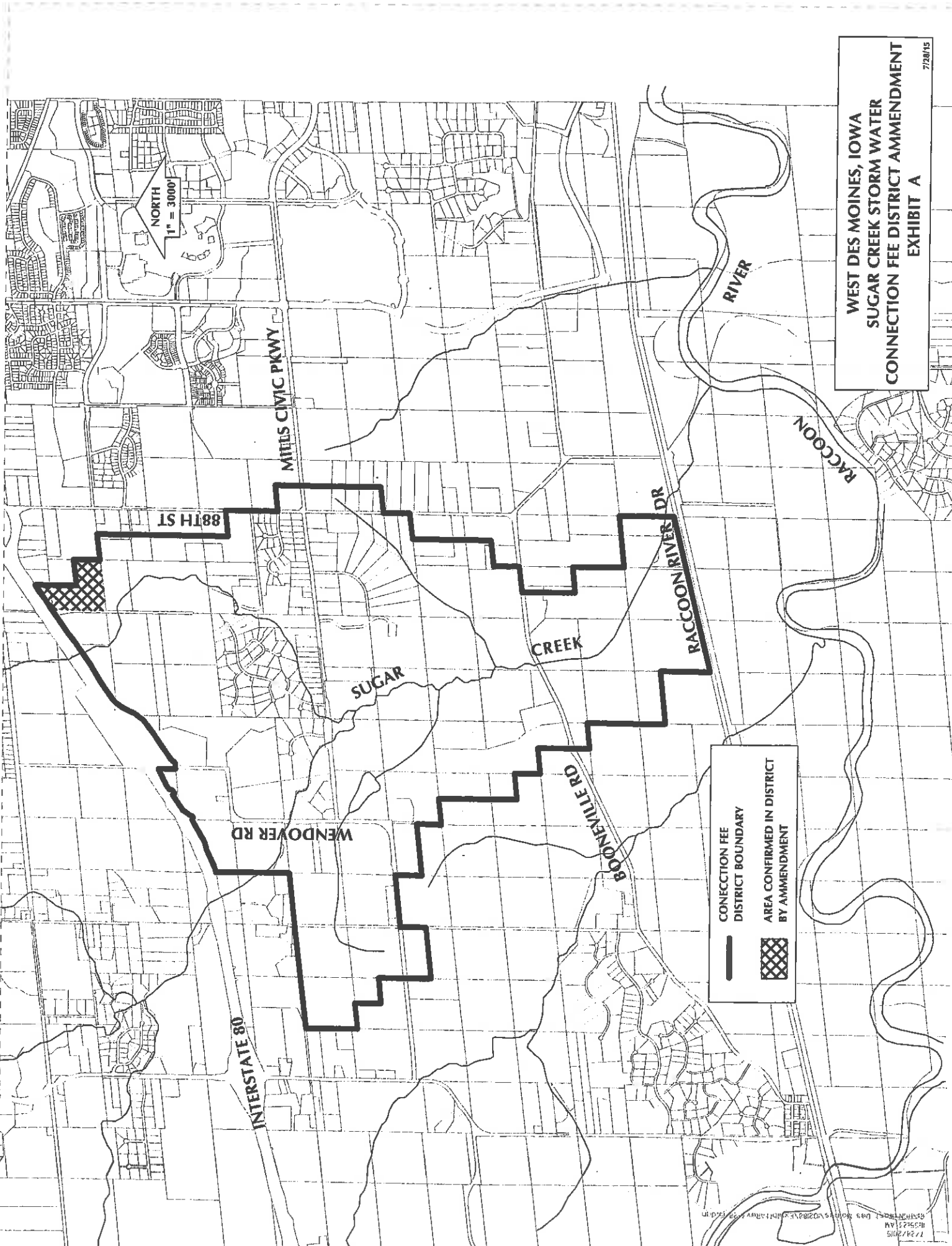
PASSED AND APPROVED this ____ day of _____, 2015.


Steven K. Gaer
Mayor

ATTEST:

Ryan T. Jacobson
City Clerk

Published in the Des Moines Register on September 4 & 11, 2015.



— CONNECTION FEE DISTRICT BOUNDARY
 AREA CONFIRMED IN DISTRICT BY AMENDMENT

WEST DES MOINES, IOWA
SUGAR CREEK STORM WATER
CONNECTION FEE DISTRICT AMMENDMENT
EXHIBIT A

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

DATE: August 24, 2015

ITEM: Resolution - Approval of Addendum to Agreement with Iowa Department of Transportation, Addendum No. 2013-16-042A

FINANCIAL IMPACT: Acceptance of the agreement will allow the City to defer a portion of its current obligation to the Iowa Department of Transportation (IDOT) related to construction of the Grand Prairie Parkway (formerly 105th St) / I-80 interchange (the "Interchange"). The City had previously included these construction costs in its 2014 General Obligation Bond Series Issuance, but deferment of payment for this project will allow, and in fact require, the City to spend these proceeds on other street improvement project(s).

SYNOPSIS: The cities of West Des Moines and Waukee and IDOT previously entered into agreements to develop and construct the Interchange. The cities have been able to negotiate a modification to the reimbursement arrangements that delays payment of half of the amount related to the rest areas until project closeout. Additionally, payments for other costs associated with the project will be made in equal payments over ten years without interest. It is estimated that payments will begin on or around January 1, 2020.

OUTSTANDING ISSUES (if any): None.

RECOMMENDATION: Approve the Addendum, Iowa DOT Addendum number 2013-16-042A.

Lead Staff Member: Tom Hadden, City Manager



STAFF REVIEWS

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

Handwritten initials: RS, JH, RTJ

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	None		
Date Reviewed			
Recommendation			

RESOLUTION NO. _____

**RESOLUTION APPROVING ADDENDUM TO AGREEMENT 2013-16-042 BETWEEN
THE CITIES OF WEST DES MOINES AND WAUKEE AND THE IOWA
DEPARTMENT OF TRANSPORTATION
(105TH STREET/ALICE'S ROAD I-80 INTERCHANGE)**

WHEREAS, the cities of Waukee and West Des Moines and the Iowa Department of Transportation have previously entered into the following agreements for the above referenced project: Agreement No. 04-08-HDP-014 for improvements to 105th Street/Alice's Road over I-80 in Waukee and West Des Moines was executed by the DOT on September 12, 2008, Waukee on August 4, 2008, and West Des Moines on July 28, 2009; Addendum 04-08-HDP-014A to address project administration and ownership of the bridge was executed by the DOT on February 3, 2009, Waukee on February 3, 2009 and West Des Moines on January 31, 2009; and Methodology Letter of Understanding 2012-16-164 for an interchange justification report was executed by DOT on June 23, 2011, Waukee on June 20, 2011, West Des Moines on June 20, 2011 and the Federal Highway Administration on August 2, 2011; and Agreement no. 2013-16-042 for construction of a new interchange on I-80 at 105th Street/Alice's Road on March 14, 2014 (Waukee) and March 10, 2015 (West Des Moines); and

WHEREAS, after the execution of those agreements, the parties negotiated favorable modifications to the reimbursement arrangements which are contained in Addendum Number 2013-16-042-A.

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

1. The Addendum to Agreement, 2013-16-042A, is approved.
2. The Mayor is authorized to sign the Addendum and the City Clerk is directed to attest to the Mayor's signature on the Addendum, after which the Addendum shall be filed with the appropriate agencies.

PASSED AND ADOPTED this 24th day of August, 2015.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

IOWA DEPARTMENT OF TRANSPORTATION
Addendum to
Agreement No. 2013-16-042

County	Dallas
City	Waukee/West Des Moines
Project No.	STP-U-8177(603)--70-25 HDP-8177(606)--71-25 NEPA-8177(109)--83-25 IMN-080-3(174)115--0E-25 IMN-080-3(175)119--0E-25
Iowa DOT Addendum No.	2013-16-042A
Staff Action No.	

This Addendum, is entered into by and between the Iowa Department of Transportation, hereinafter designated the "DOT", and the cities of Waukee and West Des Moines, Iowa, hereafter designated the "CITIES" in accordance with Iowa Code Chapters 28E, 306, 306A and 313.4 and 761 Iowa Administrative Code Chapter 150 as applicable;

The CITIES in joint cooperation with the DOT have proposed to develop and construct a new interchange on I-80 within Dallas County, Iowa; and

The DOT and the CITIES previously entered into the following agreement(s) for the above referenced project: Agreement No. 04-08-HDP-014 for improvements to 105th Street/Alice's Road over I-80 in Waukee and West Des Moines was executed by the DOT on September 12, 2008, Waukee on August 4, 2008 and West Des Moines on July 28, 2008; Addendum 04-08-HDP-014A to address project administration and ownership of the bridge was executed by the DOT on February 3, 2009, Waukee on February 3, 2009 and West Des Moines on January 31, 2009; and Methodology Letter of Understanding 2012-16-164 for an interchange justification report was executed by DOT on June 23, 2011, Waukee on June 20, 2011, West Des Moines on June 20, 2011 and the Federal Highway Administration on August 2, 2011; and Agreement No. 2013-16-042 for construction of a new interchange on I-80 at Alice's Road/105th Street was executed by the DOT and CITIES on March 24, 2014 and March 10, 2015 respectively; and

Subsequent to execution of the above referenced agreements the CITIES requested modification to the reimbursement arrangements which would allow them ample time to develop the adjacent systems.

This Addendum reflects the current concept of this project which is subject to modification by mutual agreement between the CITIES and the DOT; and

Now, therefore, it is agreed as follows:

1. Section 2.a. of Agreement 2013-16-042 identifies reimbursement related to the rest areas. The first of two reimbursement payments has been made and received from the CITIES. The second billing and subsequent reimbursement is being delayed and will be added to the remaining project construction costs which will be calculated and billed at project close out.
2. Section 8.a. of Agreement 2013-16-042 refers to the project construction reimbursement procedures. As noted in Section 1 above the remaining project construction costs will be calculated and billed at project close out. The City of Waukee, the lead local governmental agency, will annually budget for and reimburse the DOT for these remaining costs in equal payments over ten years. The LPA will not be charged or billed any interest. It is estimated that these payments will begin on or around January 1, 2020.

General Provisions

3. If the CITIES have completed a Flood Insurance Study (FIS) for an area which is affected by the proposed Primary Highway project and the FIS is modified, amended or revised in an area affected by the project after the date of this Agreement, the CITIES shall promptly provide notice of the modification, amendment or revision to the DOT. If the CITIES do not have a detailed Flood Insurance Study (FIS) for an area which is affected by the proposed Primary Highway project and the CITIES adopt an FIS in an area affected by the project after the date of this Agreement, the CITIES shall promptly provide notice of the FIS to the DOT.
4. In accordance with Iowa Code Chapter 216, the CITIES shall not discriminate against any person on the basis of race, color, creed, age, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability.
5. It is the intent of both (all) parties that no third party beneficiaries be created by this Addendum.
6. If any section, provision, or part of this Addendum shall be found to be invalid or unconstitutional, such finding shall not affect the validity of the Addendum as a whole or any section, provision, or part thereof not found to be invalid or unconstitutional, except to the extent that the original intent of the Addendum cannot be fulfilled.
7. This Addendum may be executed in (two) counterparts, each of which so executed will be deemed to be an original.
8. This Addendum, as well as the unaffected provisions of any previous agreement(s), addendum(s), and/or amendment(s); represents the entire Agreement between the CITIES and DOT regarding this project. All previously executed agreements will remain in effect except as amended herein. Any subsequent change or modification to the terms of this Agreement will be in the form of a duly executed amendment to this document.

December 2010

IN WITNESS WHEREOF, each of the parties hereto has executed Addendum No. 2013-16-042A as of the date shown opposite its signature below.

CITY OF WAUKEE:

By: William F. Peard Date: 8-17, 2015
Title: Mayor

I, Rebecca D. Schuett certify that I am the Clerk of the City, and that William F. Peard, who signed said Agreement for and on behalf of the City was duly authorized to execute the same on the 17th day of August, 2015.

Signed: Rebecca D. Schuett
City Clerk of Waukee, Iowa.

CITY OF WEST DES MOINES:

By: _____ Date _____, 20____
Title: Mayor

I, _____, certify that I am the Clerk of the City, and that _____, who signed said Agreement for and on behalf of the City was duly authorized to execute the same on the ____ day of _____, 20____.

Signed: _____
City Clerk of West Des Moines, Iowa.

IOWA DEPARTMENT OF TRANSPORTATION:

By: _____ Date _____, 20____
Troy A. Jerman
District Engineer
District 4

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

DATE: August 24 2015

ITEM: Resolution - Approval of Purchase Agreement and Easements for the Dixie Acres Sanitary Sewer Project (Number 0510-039-2015)

FINANCIAL IMPACT: \$1,935.00 (previously budgeted)

BACKGROUND: Property interests necessary for the Dixie Acres Sanitary Sewer, north of Ashworth Road on 54th Street, Project have been acquired through a negotiated Purchase Agreement, at the appraised fair market value from the owners shown on Exhibit "A". The attached resolution approves the Purchase Agreement and, for policy and title purposes, formally accepts the easements and authorizes the filing of all relevant documents. Costs associated with acquisition of the easements will be paid from Account No. 5104.80.820.6.7930.

OUTSTANDING ISSUES (if any): None

RECOMMENDATION:

Adopt Resolution approving and accepting Purchase Agreement and Easements for the Dixie Acres Sanitary Sewer, north of Ashworth Road on 54th Street, Project.

Lead Staff Member: Richard Scieszinski, City Attorney

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Works		
Date Reviewed			
Recommendation	Yes	No	Split

RESOLUTION NO. _____

**AUTHORIZING APPROVAL AND ACCEPTANCE OF PURCHASE AGREEMENT
AND EASEMENTS FOR THE CONSTRUCTION OF THE DIXIE ACRES SANITARY SEWER,
NORTH OF ASHWORTH ROAD ON 54TH STREET, PROJECT NUMBER 0510-039-2015**

WHEREAS, the City Council of the City of West Des Moines, Iowa has previously approved the establishment of the Dixie Acres Sanitary Sewer Connection Fee District, Project Number 0510-039-2015; and

WHEREAS, on July 13, 2015, the City Council approved the acquisition of property, for the Project; and

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

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

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

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

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

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

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

PASSED AND ADOPTED this 24th day of August, 2015.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson
City Clerk

Exhibit "A"

**DIXIE ACRES SANITARY SEWER
WDM PROJECT NO. 0510-039-2015**

<u>PARCEL #</u>	<u>PROPERTY OWNER</u>	<u>ACQUIRED PRICE-FMV</u>
2	Darwin and Carolyn Williams 1008 54 th Street	\$1,935.00
	TOTAL	\$1,935.00

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

ITEM: Proclamation-Beggars Night in West Des Moines

DATE: August 24, 2015

FINANCIAL IMPACT: None

SYNOPSIS: This proclamation will establish Beggars Night in the City of West Des Moines 6:00pm – 8:00pm on the following dates:

- Friday, October 30, 2015
- Sunday, October 30, 2016
- Monday, October 30, 2017
- Tuesday, October 30, 2018
- Wednesday, October 30, 2019

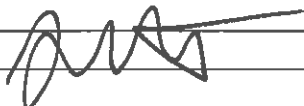

BACKGROUND: Historically this event has taken place on the evening of October 30 from 6:00pm – 8:00pm throughout the Des Moines metro area. Several cities have adopted the same date which replaces “trick or treating” on October 31.

OUTSTANDING ISSUES: None

RECOMMENDATION: City Council proclaim October 30 from 6:00pm – 8:00pm as the official Beggars Night in the City of West Des Moines for the years 2015 – 2019.

Lead Staff Member: Greg Hansen, Superintendent of Recreation 

STAFF REVIEWS

Department Director	
Appropriations/Finance	
Legal	
Agenda Acceptance	

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

PROCLAMATION

Beggars Night in West Des Moines

WHEREAS, Halloween is a tradition enjoyed by young and old alike, and is the time when spooks and goblins visit our homes; and

WHEREAS, the young children participate in the “tricks and treats” ceremony within their neighborhoods and provide enjoyment to all that greet them; and

WHEREAS, a special evening should be set aside for this event and a reminder made for all to be especially cautious for the youngsters out and about during this period;

NOW THEREFORE, in special recognition of Beggars Night, I, Mayor of the City of West Des Moines, do hereby proclaim the evening of October 30 in the years 2015 through 2019 as the official “Beggars Night” in the City of West Des Moines.

Dated this 24th day of August, 2015.

Steven K. Gaer, Mayor

ATTEST:

Ryan Jacobson, City Clerk

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

DATE: August 24, 2015

ITEM:

Motion – Approval of Traffic Code Amendment
Official Traffic Controls
Second Reading, Waive Third Reading and Adoption of Ordinance in Final Form

FINANCIAL IMPACT:

None.

SYNOPSIS:

Council action on this Traffic Code Amendment provides for the operation of traffic signals at the following intersection:

65th Street and Ashworth Road

BACKGROUND:

A Pedestrian Hybrid Beacon (PHB) is being located on the east approach of Ashworth Road at 65th Street to assist pedestrians in crossing Ashworth Road.

RECOMMENDATION:

City Council Approve:

- Motion approving Second Reading, Waive Third Reading and Adoption of Ordinance in Final Form

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

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Works		
Date Reviewed	August 17, 2015		
Recommendation	Yes	No	Split

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY CODE OF THE CITY OF WEST DES MOINES, IOWA, 2014, BY AMENDING PROVISION PERTAINING TO THE TRAFFIC CODE RELATING TO OFFICIAL TRAFFIC CONTROLS.

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

SECTION 1: TITLE 6 (MOTOR VEHICLE AND TRAFFIC), CHAPTER 9, SECTION 6-9-1: OFFICIAL TRAFFIC CONTROLS: is hereby amended by adding the paragraph as follows:

Adding Intersection of:

Sixty-Fifth Street and Ashworth Road

SECTION 2. REPEALER. All Ordinances or parts of Ordinances in conflict with the provision of this Ordinance are hereby repealed.

SECTION 3. SEVERABILITY. If any section, provisions, 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. VIOLATION. Any person who violates the provisions of this Ordinance, upon conviction, shall be punished with a fine not to exceed \$100 plus applicable surcharge and court costs.

SECTION 5. WHEN EFFECTIVE. This Ordinance shall be in full force and effect from and after its passage, adoption, and publication as required by law.

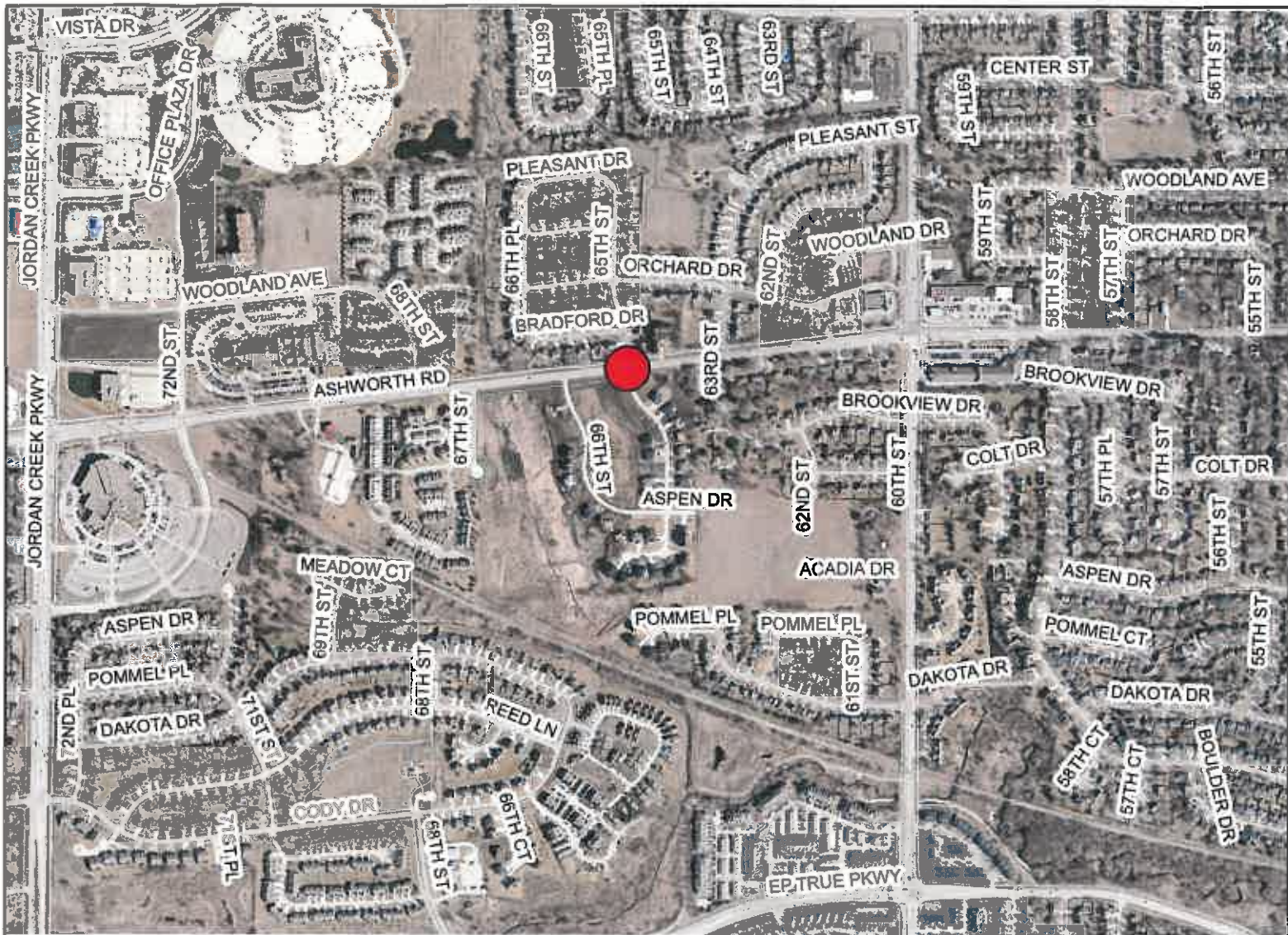
PASSED AND APPROVED this 24th day of August, 2015.

John Mickelson, Mayor pro tem

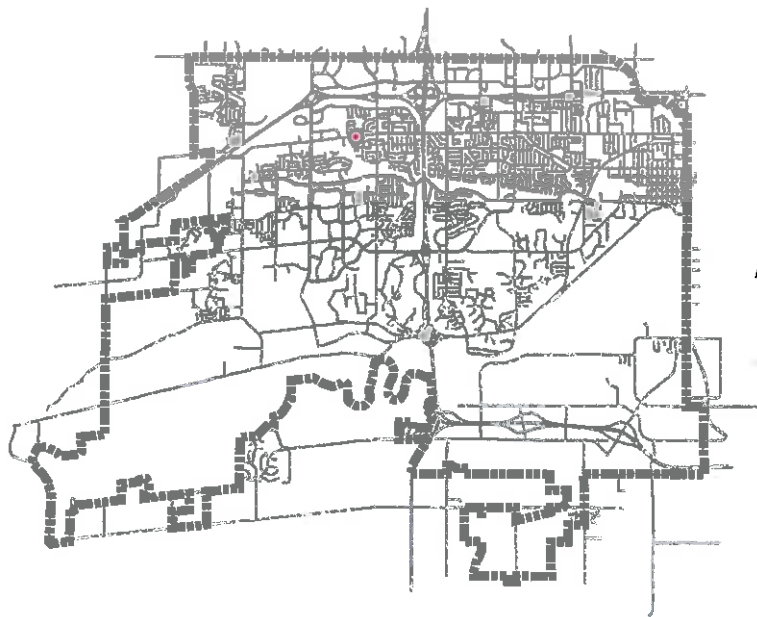
ATTEST:

Ryan T. Jacobson
City Clerk

Published in the Des Moines Register this _____ day of _____, 2015.



VICINITY MAP



LEGEND

PROJECT LOCATION



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

PROJECT: **Approval of Traffic Code Amendment
 Official Traffic Controls**

LOCATION: **Intersection of 65th Street and Ashworth Road**

DRAWN BY: REF

DATE: 8/10/2015

SHT. 1 OF 1

CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

NO CHANGES FROM PREVIOUS READING

ITEM:

DATE: August 24, 2015

Second reading, waiver of third reading, and final approval of proposed Ordinance to amend Sections 9 and 16 of Title 6, Chapter 6 of the Municipal Code to amend the parking regulations on public property.

FINANCIAL IMPACT:

This proposed Ordinance amendment should have little financial impact to the City.

BACKGROUND:

This proposed Ordinance would provide that no person shall park a vehicle on grass on public property unless authorized by the City within a designated area. Police officers would be able to issue \$15.00 parking tickets to violators parked on grass on public property. This proposed Ordinance would also assist officers in enforcing parking on City property during events held at Valley Stadium, and help encourage people to park their vehicles in nearby public parking lots and any designated parking area on school property grass, if allowed. The City recently adopted a similar ordinance regarding parking within City parks. This proposed ordinance would also clarify that, unless otherwise specified (such as snow ban, fire lane, and handicapped parking tickets), all parking infractions that violate the City Code, including those in City parks that have not been included in Title 6 (motor vehicles and traffic) of the City Code, would be subject to a \$15.00 fine.

Because the Public Safety City Council subcommittee meeting scheduled on August 7, 2015, was cancelled, this proposed Ordinance was distributed to the subcommittee members by e-mail on July 30, 2015. The City Council unanimously approved of the first reading of this proposed Ordinance at its meeting held on August 10, 2015.

OUTSTANDING ISSUES (if any): None

RECOMMENDATION:

Approval of the second reading, waiver of the third reading, and final approval of this proposed Ordinance.

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

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Safety		
Date Reviewed	July 30, 2015		
Recommendation	Yes	No	Split

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY CODE OF THE CITY OF WEST DES MOINES, IOWA, 2014, BY AMENDING TITLE 6, "MOTOR VEHICLES AND TRAFFIC", CHAPTER 6, "PARKING REGULATIONS", SECTION 9, "MANNER OF PARKING" AND SECTION 16, "PENALTY"

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

SECTION 1: Title 6, Chapter 6, Section 9, "Manner of Parking", is hereby amended by adding underline text.

6-6-9: MANNER OF PARKING:

A. Adjacent To Curb: No person shall stand or park a vehicle in a roadway other than parallel with the edge of the roadway headed in the direction of lawful traffic movement and with the right hand wheels of the vehicle within eighteen inches (18") of the curb or edge of the roadway and not placed closer than four feet (4') from another vehicle except as hereinafter provided in the case of angle parking and vehicles parked on the left hand side of one-way streets.

B. Park Adjacent To Curb On One-Way Street: No person shall stand or park a vehicle on the left hand side of a one-way street other than parallel with the edge of the roadway headed in the direction of lawful traffic movement and with the left hand wheels of the vehicle within eighteen inches (18") of the curb or edge of the roadway and not closer than four feet (4') from another vehicle except as hereinafter provided in the case of angle parking.

C. Angle Parking; Manner: Upon those streets or portions of streets which have been signed or marked for angle parking, no person shall park or stand a vehicle other than at an angle to the curb or edge of the roadway as indicated by such signs and markings and with the right hand front wheel, if parked on the right hand side, or the left hand front wheel, if parked on the left hand side of a one-way street, within twelve inches (12") of the curb. No part of any vehicle, or the load thereon, when parked within a diagonal parking district, shall extend into the roadway more than a distance of sixteen feet (16') when measured at right angles to the adjacent curb or edge of roadway.

D. Stalls And Sections: Where now or hereafter stalls or sections may be marked or painted upon the surface of any street or portion thereof, and including upon publicly owned parking lots or alleys located within the zoned Valley Junction historic business district, it shall be the duty of the driver or operator of any vehicle to park the same within the limits of one of the said stalls or sections and not over, across, or outside said lines.

E. Parking on Grass: No person shall stand or park a vehicle on grass on public property, unless the City Council, Parks and Recreation Director, or designee has specifically authorized parking on the grass within a designated area. This provision does not apply to authorized emergency vehicles or authorized maintenance vehicles.

SECTION 2: Title 6, Chapter 6, Section 16, "Penalty", is hereby amended by adding underline text.

6-6-16: PENALTY:

A. In the event a violation of this chapter constitutes a violation charged, admitted, and collected pursuant to a simple notice of fine as established by chapter 2 of this title, the fine shall be as follows:

1. Unless otherwise specified in this title, the scheduled fine for a violation of the parking regulations provided in this title or any other city ordinance shall be fifteen dollars (\$15.00). For a violation of section 6-6-7 of this chapter, the scheduled fine shall be fifty dollars (\$50.00). See subsection 6-6-4D of this chapter for the scheduled fine for fire lane violations, and subsection 6-6-5D of this chapter for the scheduled fine for handicapped parking violations.

2. In the event the fifteen dollar (\$15.00) scheduled fine as set forth in this subsection has not been paid or contested within thirty (30) calendar days from the date of issuance of the parking citation-complaint, the penalty shall automatically increase to twenty dollars (\$20.00), in accordance with state law.

B. It is further provided that in the event such violation has been charged but not admitted and collected pursuant to a simple notice of fine, the provisions provided in title 1, chapter 4 of this code may also apply.

SECTION 3. REPEALER. All Ordinances or parts of Ordinances in conflict with the provision of this Ordinance are hereby repealed.

SECTION 4. 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 5. 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**

NO CHANGES FROM PREVIOUS READING

ITEM:

DATE: August 24, 2015

Second reading, waiver of third reading, and final approval of proposed Ordinance to amend Section 3 of Title 7, Chapter 11 of the Municipal Code to amend the penalty provision for parking regulations within City parks.

FINANCIAL IMPACT:

This proposed Ordinance amendment should have little financial impact to the City.

BACKGROUND:

This proposed Ordinance would clarify that vehicles parked in violation of the parks regulations would be subject to a \$15.00 fine, just like most other illegal parking tickets. Currently, the penalty provision contained in Section 7-11-3 of the City Code only addresses municipal infractions and citations issued for alcohol and swimming violations at places such as Raccoon River Park. This proposed Ordinance connects parking violations within City parks with the process utilized in Title 6 (motor vehicles and traffic) of the City Code by reference.

Because the Public Safety City Council subcommittee meeting scheduled on August 7, 2015, was cancelled, this proposed Ordinance was distributed to the subcommittee members by e-mail on July 30, 2015. The City Council unanimously approved of the first reading of this proposed Ordinance at its meeting held on August 10, 2015.

OUTSTANDING ISSUES (if any): None

RECOMMENDATION:

Approval of the second reading, waiver of the third reading, and final approval of this proposed Ordinance.

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

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Safety		
Date Reviewed	July 30, 2015		
Recommendation	Yes	No	Split

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY CODE OF THE CITY OF WEST DES MOINES, IOWA, 2014, BY AMENDING TITLE 7, "PUBLIC WAYS AND PROPERTY", CHAPTER 11, "PARK REGULATIONS", SECTION 3 "PENALTY"

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

SECTION 1: Title 7, Chapter 11, Section 3, "Penalty", is hereby amended by adding underline text.

7-11-3: PENALTY:

Violations of this chapter are declared to be municipal infractions and may be punished as provided in title 1, chapter 4 of this code. For violations of subsections 7-11-2S, "Consumption in Public Parks", and X, "Swimming/Beach Use", of this chapter, police officers or designees shall 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. For violations of subsection 7-11-2(C), "Parking", police officers or designees shall be authorized to issue parking tickets as specified in Title 6, "Motor Vehicles and Traffic", of this Code.

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**

5(d)

DATE: August 24, 2015

ITEM: Resolution – Sale and conveyance of property

FINANCIAL IMPACT: \$1,650.00 (positive impact to City)

SYNOPSIS: Jon and Robin Arnold of 200 39th Street have requested that the City sell them a portion of the property that lies immediately west of 39th Street and north of the Iowa Intestate rail line and which is adjacent to their home. In conjunction with this transaction, the City would like to acquire a 5 foot wide parcel for City right-of-way owned by the Arnolds that lies between the Arnold property and 39th Street. The Arnolds would then install a sidewalk on this property. An aerial of the parcels is included.

On August 10, 2015 this matter was deferred from City Council consideration at the request of Councilmember Trevillyan and referred to the Public Works Subcommittee, where the sale price of each parcel was discussed. Subsequent to review by the Subcommittee, City departments also reconfirmed that sale of this property would not be detrimental to the City.

The attached Resolution approves the sale and conveyance of 16,500 square feet of City property to Jon and Robin Arnold for \$1,650.00, and the sale and conveyance of 1,820 square feet of property owned by the Arnolds to the City for \$182.00. The purchase price of .10/square foot for each parcel is based upon a per acre price of \$4,350.00, which is derived from the sale of a comparable property and the location, dimension and inability to develop either of the parcels being sold.

RECOMMENDATION:

Approve - Resolution approving the sale and conveyance of properties between Jon and Robin Arnold and the City of West Des Moines.

Lead Staff Member: Richard J. Scieszinski, City Attorney

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	Des Moines Register
Dates(s) Published	July 23, 2015

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Works Subcommittee		
Date Reviewed	August 17, 2015		
Recommendation	Yes		

RESOLUTION NO. _____

**RESOLUTION OPENING AND CLOSING PUBLIC HEARING AND APPROVING
CONVEYANCE OF PROPERTY TO JON AND ROBIN ARNOLD**

WHEREAS, Jon and Robin Arnold of 200 39th Street have requested the sale and transfer of a portion of City-owned property lying adjacent to the Arnold residence; and

WHEREAS, in conjunction with the sale and conveyance of the property from the City to the Arnolds, the Arnolds have agreed to sell and convey to the City the property lying between the Arnold residence and 39th Street for use by the City as right-of-way; and

WHEREAS, pursuant to Code of Iowa Sections 362.3 and 364.7, publication of notice for the sale of the property from the City of West Des Moines to Jon and Robin Arnold, attached hereto as Exhibit "A" has been made; and

WHEREAS, this being the time and place for the public hearing regarding conveyance of the property legally-described on Exhibit "A"; and

WHEREAS, it is in the best interest of the City of West Des Moines to sell and convey the property to Jon and Robin Arnold for the fair market value of \$1650.00; and

WHEREAS, it is also in the best interest of the City of West Des Moines to purchase the property legally-described on the attached Exhibit "B" from Jon and Robin Arnold for the fair market value of \$182.00.

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

1. Pursuant to Code of Iowa Section 364.7, publication of notice regarding conveyance of the property legally-described on the attached Exhibit "A" has been properly made and the public hearing regarding conveyance of the above legally-described property is closed.
2. Sale and conveyance of the property from the City to Jon and Robin Arnold and legally-described on the attached Exhibit "A" for the fair market value of \$1650.00 is approved.

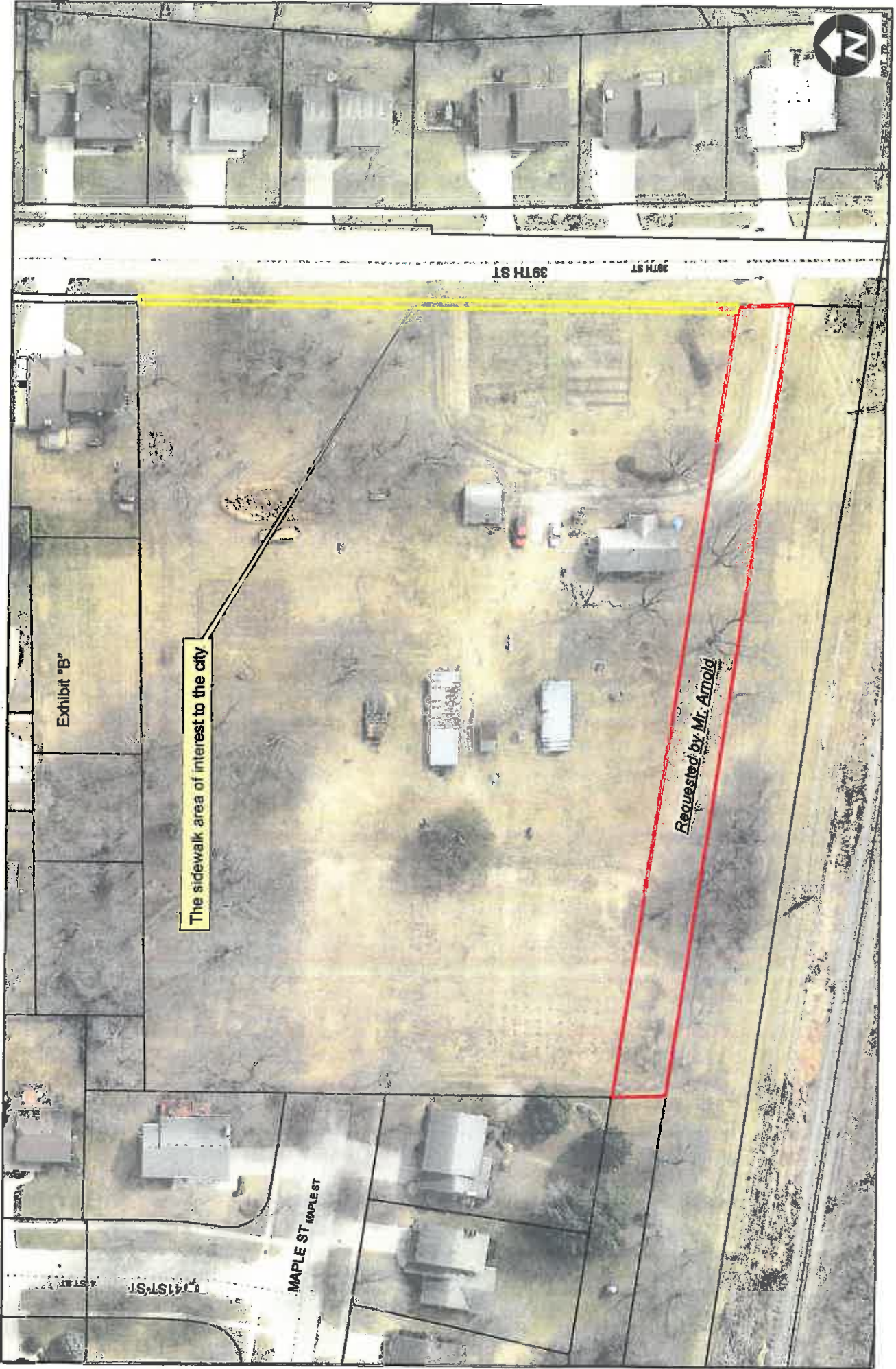
3. Sale and conveyance of the property from Jon and Robin Arnold to the City of West Des Moines and legally-described on the attached Exhibit "B" for the fair market value of \$182.00 is approved.
4. Conveyance of all property shall be by quitclaim deed.
5. The Mayor is authorized to sign a quitclaim deed conveying the property to Jon and Robin Arnold and the City Clerk is directed to attest to his signature.

PASSED AND APPROVED this 24th day of August, 2015.

John Mickelson, Mayor Pro Tem

ATTEST:

Ryan T. Jacobson, City Clerk



39TH ST

18 HL66

Exhibit "B"

The sidewalk area of interest to the city

Requested by Mr. Arnold

MAPLE ST

11ST ST

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

DATE: August 24, 2015

ITEM: Motion - Approval of continuance of hearing on special assessments for the Coachlight Drive Street Improvements

FINANCIAL IMPACT: None

SYNOPSIS: On July 27, 2015 the City Council approved special assessment procedures and established September 8, 2015 for a public hearing on the Coachlight Drive Street Improvement Assessment Project. Notification to all affected property owners has not been completed, requiring continuance of the public hearing to September 21, 2015.

RECOMMENDATION:

Continue the public hearing to consider the Coachlight Drive Street Improvement Assessment Project to September 21, 2015 at 5:35 p.m. in the City Council Chambers of the West Des Moines City Hall.

Lead Staff Member: Richard J. Scieszinski, City Attorney

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

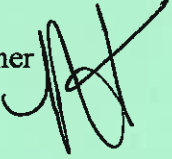
SUBCOMMITTEE REVIEW (if applicable)

Committee	None		
Date Reviewed			
Recommendation			



COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT
MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Naomi Hamlett, AICP, Planner 

DATE: August 24, 2015

RE: Development Agreement, Westown V Urban Renewal Area – Development of an office and conference Center - HyVee, Inc.

Representatives from HyVee and City staff have agreed upon the terms of a draft development agreement involving a tax rebate based on HyVee's approximately \$18 million construction project, however, staff recommends that the development agreement and the contract between HyVee, the City and the Iowa Economic Development Authority (IEDA) be considered by the City Council at the same meeting. That IEDA contract is not yet finalized.

Staff recommends that the Public Hearing for the Development Agreement for Microsoft (Item 6d) be continued until September 8, 2015.

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

DATE: August 24, 2015

ITEM: Resolution - Approval of Agreement for Development between the City of West Des Moines and Hubbell Realty Company

FINANCIAL IMPACT: The Agreement will provide economic benefit to the City of West Des Moines through the construction by Hubbell Realty Company (Hubbell) of single-family and multi-family units in the existing Woodland Hills Urban Renewal Area while providing additional roadway access to the western portion of the City. The Agreement requires the City to fund the construction of Stagecoach Drive at a cost of approximately \$1.149 million in return for Hubbell 1) performing rough grading of the property necessary for the construction by the City of Stagecoach Drive beginning approximately September 30, 2016; 2) providing residential housing units with an assessed value of no less than \$28 million by January 1, 2028; and 3) providing assurance of payment to the City for any shortfall in construction costs due to the failure of Hubbell to construct the improvements.

Additionally, because the Woodland Hills Urban Renewal Area is a residential tax increment financing district, Low-and-Moderate Income (LMI) funds will be generated by the additional development. If Hubbell meets the requirements of the Agreement by constructing up to \$28 million of improvements by January 1, 2028, the improvements will generate LMI of approximately \$400,000, which will be beneficial in serving the needs of greater West Des Moines as these funds may be spent for low and moderate income housing in any area of the City.

SYNOPSIS: In 2006 the City of West Des Moines entered into a Development Agreement with Tallyn's Reach, L.C. for the development of approximately 345 acres of property southwest of Mills Civic Parkway and South 88th Street. In conjunction with the development, plat approval was given which allowed the developer to significantly alter the topography of the development site and, in turn, substantially affect the development potential of the adjacent site. Tallyn's Reach was unable to complete its development obligations and various lending institutions subsequently took ownership. Although Stagecoach Drive, a major east-west roadway, has been completed in the former Tallyn's Reach development, now known as Woodland Hills, that portion of the roadway between South 88th Street and Woodland Hills remains unbuilt, due in part to the difficulties created by the change in topography from the earlier grading.

Completion of Stagecoach Drive is recognized as providing an important access to areas within Woodland Hills, including access to Woodland Hills Elementary School from South 88th Street, as well as providing access to new areas of development west of Woodland Hills. In order to facilitate the completion of Stagecoach Drive, the City has negotiated a development agreement with Hubbell Realty Company (Hubbell) to provide for construction of the roadway and create up to seventy eight million dollars in residential housing on the property adjacent to the roadway.

The attached development agreement anticipates the ultimate construction by Hubbell of single and multi-family residential housing units having an assessed taxable value of up to seventy eight million dollars, with the requirement that Hubbell construct single and multi-family residential housing units with an assessed taxable value of no less than twenty eight million dollars by January 1, 2028. Calculations indicate that construction of improvements with a

taxable value of twenty eight million dollars within ten years will be necessary to produce sufficient tax revenue to reimburse the City for the cost of construction of Stagecoach Drive.

In return, the City will be required to construct Stagecoach Drive, proposed to cost \$1,200,000, from South 88th Street to its current western terminus in Woodland Hills, with construction anticipated to begin in late 2016. If Hubbell fails to construct improvements with an assessed value of twenty eight million dollars by January 1, 2028, or if the improvements constructed by Hubbell within that time period fail to generate tax revenue equal to the actual cost expended by the City for construction of Stagecoach Drive, Hubbell will be required to pay the City the shortfall between the actual tax generated and the City's cost of construction.

Although provision is made in the agreement for reimbursement by Hubbell to the City for any shortfall for payment of construction costs due to the failure of Hubbell to create sufficient taxable value, the agreement also provides that the City will retain a second mortgage on the Hubbell property if Hubbell Realty Company becomes insolvent before completion of its obligations.

Hubbell will be required to dedicate all property and easements necessary for the construction of Stagecoach Drive, as well as easements necessary for the City to remove up to 70,000 cubic yards of dirt from the Hubbell property. This dirt, which is being provided by Hubbell at no cost to the City, will be used for construction of a portion of South 88th Street near Booneville Road.

OUTSTANDING ISSUES (if any): None.

RECOMMENDATION: Approve the Agreement for Development between the City of West Des Moines and Hubbell Realty Company

Lead Staff Member: Richard Scieszinski, City Attorney

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Finance and Administration		
Date Reviewed	June 17, 2015		
Recommendation	Yes		

RESOLUTION NO. _____

RESOLUTION APPROVING AGREEMENT FOR DEVELOPMENT BETWEEN THE CITY OF WEST DES MOINES, IOWA AND HUBBELL REALTY COMPANY

WHEREAS, the City of West Des Moines and Hubbell Realty Company (“Hubbell”) have negotiated an agreement for the development of single and multi-family housing and the construction of Stagecoach Drive to be located immediately west of South 88th Street in West Des Moines; and

WHEREAS, publication of notice regarding consideration of the agreement by the West Des Moines City Council, attached hereto as Exhibit "A," has been made; and

WHEREAS, this being the time and place for the public hearing regarding the Agreement for Development between the City of West Des Moines and Hubbell Realty Company (“Agreement”); and

WHEREAS, following consideration by the West Des Moines City Council, the Council finds that it is in the best interest of the City to approve the Agreement.

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

1. Publication of notice regarding consideration of the Agreement for Development between the City of West Des Moines and Hubbell Realty Company, as shown on the attached Exhibit "A" has been properly made, and the public hearing regarding consideration of the Agreement is closed.
2. The Agreement for Development between the City of West Des Moines and Hubbell Realty Company is approved.
3. The Mayor is authorized to sign the Agreement and the City Clerk is directed to attest to the Mayor’s signature.

PASSED AND ADOPTED this 24th day of August, 2015.

John Mickelson, Mayor Pro Tem

ATTEST:

Ryan T. Jacobson, City Clerk

**AGREEMENT FOR DEVELOPMENT BETWEEN
THE CITY OF WEST DES MOINES, IOWA AND
HUBBELL REALTY COMPANY**

This DEVELOPMENT AGREEMENT is entered as of the ___ day of August, 2015 (the "Effective Date") between the City of West Des Moines, an Iowa municipal corporation ("City") and Hubbell Realty Company, an Iowa corporation having its principal office for the transaction of business at 6900 Westown Parkway, West Des Moines, Iowa 50266 ("HRC"); the City and HRC each a "Party" and together, the "Parties."

RECITALS

WHEREAS, HRC intends to acquire certain real property located within the City's corporate boundaries and described more particularly on Exhibit "A" (comprising both the Miller Land and the CBL Land, together constituting the "Property") on which HRC proposes to initiate and complete the HRC Development (as defined in Article 1); and

WHEREAS, the City believes that the HRC Development will provide significant economic benefit to the City by adding to the City's tax base; and

WHEREAS, the City is entering into this Agreement to induce HRC to construct the Development by providing certain infrastructure improvements that will be of benefit to both HRC and the City; and

WHEREAS, HRC would not undertake the Development without construction of the infrastructure improvements by the City, and the City would not construct the infrastructure improvements without HRC undertaking the Development or providing assurance of payment for construction of the infrastructure improvements; and

WHEREAS, each party's undertaking of the obligations set forth in this Agreement is done with the reasonable and good faith reliance upon the other party's representations regarding the economic feasibility of constructing the Development and installing the infrastructure improvements, and is in accord with public purposes.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and mutual promises and covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

PURPOSE AND INTENT

The purpose and intent of this Agreement is to increase the tax base of the City of West Des Moines through the development by HRC of single family and multi-family residential housing that will produce sufficient tax revenue to allow the construction by the City of infrastructure improvements that will provide access to both the HRC Development and new areas of development in the City.

HRC acknowledges and agrees that failure to complete the Project Build-Out as contemplated in this Agreement will decrease the revenue available to the City related to construction of the infrastructure improvements and, subject to the terms and conditions of this Agreement, will require HRC to provide additional payment for the expenditures made by the City for construction of the infrastructure improvements.

ARTICLE 1 CERTAIN DEFINITIONS

1.1 As used in this Agreement, the following terms shall have the following meanings, except as otherwise expressly provided or as the context may otherwise require:

1.1.1 “**Agreement**” means this Agreement, including all exhibits and schedules attached hereto and made a part hereof, as from time to time amended.

1.1.2 “**Annual Tax Revenue Generated by the HRC Development**” means (a) for each fiscal year prior to and including fiscal year 2023-2024, the sum of the tax increment portion of the combined millage levy rate for the Woodland Hills Urban Renewal Area Tax Increment District¹, plus the City of West Des Moines, Iowa’s debt

¹ The parties acknowledge that the Property is located in the Woodland Hills Urban Renewal Area Tax Increment District and therefore the City is entitled to collect tax increment revenues from the Property for existing debt obligations, with such obligations anticipated to terminate no later than fiscal year 2023-2024, after which no additional tax-increment obligations will have been incurred. For taxes payable in FY 2015-2016, the current

service levy portion of the combined millage levy rate, used to determine property taxes to be paid in such fiscal year multiplied by the Applicable Annual Incremental Taxable Value of the HRC Development applicable to such fiscal year, and (b) for each fiscal year from and after fiscal year 2024-2025, shall mean the taxes paid at the City of West Des Moines, Iowa’s combined millage levy rate used to determine property taxes to be paid in such fiscal year, multiplied by the Applicable Annual Incremental Taxable Value of the HRC Development applicable to such fiscal year.

1.1.3 **“Applicable Annual Incremental Assessed Value of the HRC Development”** (a) shall mean with respect to the development on the Miller Land, the amount by which the aggregate actual value as determined for property taxation purposes for all developed and undeveloped portions of the Miller Land as of the applicable January 1st exceeds its base actual valuation of \$39,420, and (b) shall mean with respect to development on each of the following Outlots of the Corrected Michael’s Landing Plat 1 that collectively form the CBL Land, the amount by which the aggregate actual value as determined for property taxation purposes for all developed and undeveloped portions of each such respective Outlot as of the applicable January 1st exceeds the base actual valuation for such Outlot listed in the following table:

Current Tax Parcel	Outlot	Base Actual Valuation
16-22-201-001	Outlot L	\$1,320.00
16-22-226-001	Outlot M	\$1,320.00
16-22-203-016	Outlot N	\$1,320.00
16-22-204-023	Outlot O	\$1,320.00
16-22-276-001	Outlot P	\$1,320.00
16-22-276-002	Outlot Q	\$1,320.00
16-22-277-001	Outlot R	\$1,320.00

Collectively for the entire Property, the Applicable Annual Incremental Assessed Value of the HRC Development shall mean the sum of the Applicable Annual Incremental Assessed Value of the HRC Development for the Miller Land and of the Applicable Annual Incremental Assessed Values for each of the Outlots that constitute the CBL

tax increment millage rate is 0.2611412 and the City’s share of the debt service levy millage rate on the incremental assessed value of the Property is 0.00195283. Starting with taxes payable in FY 2024-2025 and thereafter, the City shall receive the City’s combined tax levy millage rate on the then Applicable Annual Incremental Taxable Value of the HRC Development. The City’s combined millage rate that would be in effect for taxes payable in FY 2015-2016 is 0.012000000.

Land, both calculated as of the same January 1st, for each year during the term of this Agreement.

1.1.4 **“Applicable Annual Incremental Taxable Value of the HRC Development”** shall mean the Applicable Annual Incremental Taxable Value of the HRC Development applicable for calculation of taxes to be paid in a particular fiscal year multiplied by any applicable roll back factors or other matters to be taken into account under the Iowa Code to determine the taxable value on which the amount of taxes to be paid in such fiscal year are calculated; provided, however, if the roll back factors or other factors are different for different types of development, then the Applicable Annual Incremental Taxable Value of the HRC Development shall be allocated among the different tax parcels that make up such portion of the Miller Land or such portion of one of the Outlots of the CBL Land in proportion to the way the base actual valuation of the Miller Land or such Outlot of the CBL Land is allocated for property taxation purposes among the new tax parcels that result from platting and development of the particular portion of the HRC Development.

1.1.5 **“Applicable Rules”** means all of the rules, regulations, resolutions, ordinances and official policies of the City of West Des Moines and the State of Iowa as are in force and effect on the Effective Date, including but not limited to the West Des Moines Code of Ordinances and the Code of Iowa.

1.1.6 **“CBL Land”** means the real property identified as the “CBL Land” on Exhibit “A.”

1.1.7 **“CBL Land Dirt”** means approximately seventy thousand (70,000) cubic yards of dirt located on either the CBL Land or the Miller Land (defined herein) or both.

1.1.8 **“City Code”** means the West Des Moines Code of Ordinances.

1.1.9 **“Cumulative Tax Revenue Generated by the HRC Development”** means the sum of the Annual Tax Revenue Generated by the HRC Development for each fiscal year from and including fiscal year 2017 through the fiscal year when the particular determination of the Cumulative Tax Revenue Generated by the HRC Development is being calculated.

1.1.10 **“Discretionary Action”** means an action which requires the exercise of judgment, deliberation or decision on the part of the City, including a decision of any board, commission or department or any officer or employee thereof, in the process of approving or disapproving a particular activity, as distinguished from an activity which merely requires a determination regarding compliance with statutes, ordinances, or regulations.

1.1.11 **“Exhibits”** means the following:

Exhibit “A” - Legal Description of the “Property,” which is comprised of the CBL Land and the Miller Land.

Exhibit “B” – Itemization of Stagecoach Drive Infrastructure Improvements to be constructed by the City.

Exhibit “C” – General Location of Easement Areas on the Property.

Exhibit “D” – Calculation of assumed Assessed Value and Tax Revenue from HRC Development.

Exhibit “E” – Certificate of Completion.

Exhibit “F” – Form of Memorandum of Agreement.

Exhibit “G” – Form of Second Mortgage Document

1.1.12 **“HRC”** means Hubbell Realty Company, an Iowa corporation.

1.1.13 **“HRC Development”** means the construction of single family and multi-family improvements anticipated to result in the Property having an aggregate actual value of the land and improvements for property taxation purposes of no less than seventy eight million dollars.

1.1.14 **“Infrastructure Improvements”** means the construction by the City of:

Stagecoach Drive Extension - the southerly two lanes of pavement of an ultimate 4 lane facility, including all final grading for the ultimate 4 lane facility, with all appurtenances (water main and storm sewer), located on or adjacent to the Property between the terminus of and aligning with the existing Stagecoach Drive on the west and connecting to South 88th Street on the east. Installation of the Stagecoach Drive

Improvements shall substantially conform to the existing Stagecoach Drive, and shall adhere to all City design standards and specifications.

Trails and Sidewalks – installation of all public trails and sidewalks to City design standards and specifications adjacent to the north side and/or the south side of Stagecoach Drive between the existing western terminus and South 88th Street. Coordination of construction between trail and sidewalk installation and adjacent development shall be determined by and be within the sole discretion of the City.

Streetlights – all streetlights required by and to be installed in conformance with the streetlight plan developed by MidAmerican Energy.

Seeding – the Stagecoach Drive Extension right-of-way between the existing western terminus of Stagecoach Drive and South 88th Street.

A complete itemization of the Infrastructure Improvements to be constructed by the City is shown on the attached Exhibit “B” and assumes excavation and removal of approximately 89000 cubic yards of material by HRC prior to initiation of construction by the City.

1.1.15 “**Miller Land**” means the real property identified as the “Miller Land” on Exhibit “A.”

1.1.16 “**Ministerial Approvals**” means the permits, approvals, plans, inspections, certificates, documents, licenses, and all other actions taken or considered by the City at the request of HRC to facilitate or as required to implement, develop and construct the HRC Development, including without limitation, building permits, foundation permits, public works permits, grading permits, stockpile permits, encroachment permits, and other similar permits and approvals which are required by the Applicable Rules to implement the HRC Development. Ministerial Approvals shall not include any Discretionary Actions.

1.1.17 “**Preliminary Plat**” means the preliminary plat for the land on which the Project will be located.

1.1.18 “**Project Build-Out**” means the construction (in one or more phases) of all single family and multi-family improvements in full compliance with all City codes, rules and regulations having an Applicable Annual Incremental Assessed Value of the HRC Development as of January 1, 2028 of no less than twenty-eight million dollars.

1.1.19 **“Property”** means the land comprising the Miller Land and the CBL Land as legally described on Exhibit “A.”

1.1.20 **“PUD Amendment”** means the adoption of a Planned Unit Development Zoning plan that applies specifically for development of the Property.

1.1.21 **“South 88th Street Assessment”** means all fees and assessments against the Property related to the construction and installation of the west side of South 88th Street adjacent to the Property. The real property of which the South 88th Street Assessment relates is depicted on Exhibit “A.”

1.1.22 **“Stagecoach Drive” or “Stagecoach Drive Improvements”** means the improvements to be constructed by the City as defined above.

1.1.23 **“Stagecoach Drive Improvements Shortfall”** means the difference between the Cumulative Tax Revenue Generated by the HRC Development by March 31, 2028 and the actual cost expended by the City for construction of the Stagecoach Drive Improvements.

1.1.24 **“Streetlights”** means the installation of streetlights as described under “Stagecoach Drive Infrastructure Improvements” as defined above.

1.1.25 **“Storm Sewer”** means the installation of a storm sewer as described under “Stagecoach Drive Infrastructure Improvements” as defined above.

1.1.26 **“Water Main”** means the installation of a water main as described under “Stagecoach Drive Infrastructure Improvements” as defined above.

ARTICLE 2 ENTITLEMENTS

2.1 **Entitlement Process.** The City shall not unreasonably withhold, condition or delay consideration of any Discretionary Action or Ministerial Approvals requested by HRC with respect to the HRC Development, provided that HRC reasonably and satisfactorily complies with all City-wide standard procedures, actions, payments of processing fees, and criteria generally required of developers by the City for processing requests for developments similar in character to the HRC Development.

2.2 **Development Entitlements.** Upon request by HRC for consideration of the PUD Amendment and approval of the Preliminary Plat, the City agrees to cause the necessary proceedings to be commenced to consider such requests in accordance with Iowa law. The Parties acknowledge and agree that the Parties obligations under this Agreement are expressly contingent on approval of the PUD Amendment and Preliminary Plat and that if such approvals are not obtained, HRC and the City shall be relieved from all further obligations of this Agreement.

ARTICLE 3 HRC OBLIGATIONS

3.1 **Construction of the Development.** HRC agrees to construct the HRC Development in accordance with the PUD Amendment and final plat. HRC agrees to commence implementation of the HRC Development by August 1, 2016, and to use commercially reasonable efforts to construct the HRC Development in accordance with prevailing market conditions. Commencement of implementation shall require HRC to obtain preliminary plat approval and a grading permit from the City to allow HRC to begin the rough grading and excavation work sufficient for the City to begin construction of the Stagecoach Drive Improvements on or before September 30, 2016, or as soon thereafter as is reasonably feasible if HRC is unable to complete such rough grading and excavation work on or before September 30, 2016 due to either the City's failure to have timely removed the CBL Land Dirt or force majeure events. In the event HRC does not commence implementation of the HRC Development by August 1, 2016, or does not begin the rough grading and excavation work by August 31, 2016, or as soon thereafter as is reasonably feasible if HRC is unable to commence rough grading and excavation work by August 31, 2016 due to force majeure events, then the City at its election, may by written notice to HRC declare this Agreement to be terminated, or, may grant HRC additional time in which to commence implementation of the HRC Development and/or complete the rough grading and excavation work. If additional time is granted by the City and HRC does not commence implementation of the HRC Development and complete the rough grading by September 30, 2016, or as soon thereafter as is reasonably feasible if HRC is unable to complete such rough grading and excavation work by September 30, 2016 due to force majeure events, HRC shall be responsible and shall pay the City for the

actual costs incurred by the City, following public bid, to complete the rough grading. Payment to the City from HRC shall be made within thirty (30) days of receipt by HRC of an invoice of the actual cost expended by the City to complete the grading. If the City is required to complete the rough grading due to the failure of HRC to meet the timelines established herein, and if HRC fails to reimburse the City for the costs of completion of such rough grading within thirty (30) days of receipt by HRC of the invoice therefor from the City, the City, at its election, by written notice to HRC may declare this Agreement terminated in its entirety and thereafter the City shall have no further obligation whatsoever to construct the Stagecoach Drive Improvements.

Notwithstanding the foregoing, in the event that the City does not approve the PUD Amendment and the Preliminary Plat for the Property by no later than December 31, 2015, then HRC may terminate this Agreement by written notice to the City and thereafter this Agreement shall be of no further force and effect.

3.2 **CBL Land Dirt.** HRC shall provide at no cost all or a portion of the CBL Land Dirt to the City, its contractors, agents or assigns. HRC shall have no obligation for the removal or the cost of removal of the CBL Land Dirt, which shall be the sole responsibility of the City.

3.3 **Right of Way.** HRC shall dedicate, or cause to be dedicated at no cost to the City, all property necessary for the construction of the Infrastructure Improvements (including the dedication of property necessary for the ultimate 4 lane Stagecoach Drive facility) and shall provide, or cause to be provided at no cost to the City, all temporary construction easements necessary for the construction of the Infrastructure Improvements and removal of the CBL Land Dirt, all in the general locations depicted on Exhibit "C." Acquisition of all property and easements shall be obtained before initiation of construction of the Infrastructure Improvements and removal of the CBL Land Dirt.

3.4 **Project Build-Out.** HRC acknowledges that construction by the City of the Stagecoach Drive Improvements is contingent upon the generation of sufficient tax revenue from the HRC Development. The Parties acknowledge that the property tax to be generated from the HRC Development may be affected by the potential change in the millage rate established by the City, the residential assessment limitations imposed by the

State of Iowa, and the existing tax-increment obligations of the City in the Woodland Hills Urban Renewal Area. With due consideration to these factors, the City represents, and HRC acknowledges and agrees, that HRC will be required to construct to completion (in one or more phases) single family and multi-family improvements with an Applicable Annual Incremental Assessed Value of the HRC Development of no less than twenty-eight million dollars (the “Project Build-Out”) as of January 1, 2028.

3.5 **Calculation of Assessed Value and Tax Revenue.** The following is an example of the calculation of the annual tax revenue generated by the HRC Development and is given for illustration purposes only, based on the assumptions stated in this example:

Assume (a) the HRC Development starts with development of the Miller Land and Outlots L and M of the CBL Land, (b) as of January 1, 2017 the applicable annual actual value of the HRC Development is \$2,604,220 on the Miller Land, \$793,092 on Outlot M and \$527,408 on Outlot L, (c) the roll back for taxes payable in FY 2018-2019 is 56%, and (d) the tax increment millage rate is $\$26.11412/\$1000 = \$0.02611412$ and the City of West Des Moines portion of the debt service levy millage rate is $\$1.95283/\$1000 = \$0.00195283$. Based on these assumptions the annual tax revenue generated by the HRC Development for fiscal year 2018-2019 would be calculated as follows:

	Miller Land	Outlot L	Outlot M
Actual Valuation as of 1/1/2017	\$2,643,640	\$528,728	\$793,092
Less Base Value	\$ 39,420	\$ 1,320	\$ 1,320
Incremental Actual Value	\$2,604,220	\$527,408	\$791,772
Roll back	56%	56%	56%
Incremental Taxable Value	\$1,458,363	\$295,348	\$443,392
TIF + WDM Debt Millage	0.02806695	0.02806695	0.02806695
Taxes	\$40,932	\$8,290	\$12,444

Annual Tax Revenue Generated $\$40,932 + \$8,290 + \$12,444 = \$61,666$

The attached Exhibit “D” represents the calculations regarding the cumulative assessed value over a ten year period necessary to generate sufficient new tax revenue to the City in an amount equal to the cost for construction of the Stagecoach Drive

Improvements by the City, based on assumptions set forth on Exhibit D.

3.6 Agreement to Construct Project. In recognition of the City’s agreement to construct the Stagecoach Drive Improvements at the City’s cost, HRC agrees to undertake and construct to completion single family and multi-family residential housing units on the Property having an Applicable Annual Incremental Assessed Value of the HRC Development of no less than twenty-eight million dollars by no later than January 1, 2028 (the “Project Build-Out”). Construction of the residential units shall be done in full compliance with all City codes, rules and regulations, with each residential unit determined to be complete upon the issuance of an occupancy permit by the City. HRC anticipates constructing no less than ten residential units annually, with each residential unit and associated land having an average actual value for property taxation purposes in excess of \$264,000.00. HRC agrees to annually provide a Certificate of Completion as shown on Exhibit “E” indicating the number of housing units completed for each calendar year between January 1, 2017 and December 31, 2027.

3.7 Project Build-Out Calculation. No later than June 30, 2028, the City shall calculate the Applicable Annual Incremental Assessed Value of the HRC Development as of January 1, 2028. If the Applicable Annual Incremental Assessed Value of the HRC Development as of January 1, 2028:

- a) equals or exceeds twenty-eight million dollars, this Agreement shall terminate and be of no further force or effect whatsoever;²

² Due to the timeline on which construction occurs, construction of residential units having an Applicable Annual Incremental Assessed Value of twenty-eight million dollars as of January 1, 2028 may not generate sufficient tax revenue as of that date to reimburse the City for the cost of constructing the Stagecoach Drive Infrastructure Improvements. As sufficient tax revenue will subsequently be generated to provide reimbursement, construction of residential units by HRC with a total Applicable Annual Incremental Assessed Value of twenty-eight million dollars as of December 31, 2027 is acceptable to the City.

b) is less than twenty-eight million dollars, HRC shall pay to the City the difference between the Cumulative Tax Revenue Generated by the HRC Development from January 1, 2017 through and including March 31, 2028 and the actual cost expended by the City for construction of the Stagecoach Drive Improvements (the “Stagecoach Drive Improvements Shortfall”)³.

Notwithstanding the foregoing, this Agreement shall terminate and be of no further force and effect upon the earlier to occur of the following: (i) the date that the Cumulative Tax Revenue Generated by the HRC Development equals or exceeds the actual amount expended by the City for construction of the Stagecoach Drive Improvements, or (ii) the June 30th of the year in which the Applicable Annual Incremental Assesed Value of the HRC Development for the Property first exceeds twenty-eight million dollars.

3.8 Calculation of Stagecoach Drive Improvements Shortfall. If, on or before March 31, 2028, the Cumulative Tax Revenue Generated by the HRC Development is more than the actual expenditures made by the City for construction of the Stagecoach Drive Improvements, or, if by no later than the assessments of the Property as of January 1, 2028 the Applicable Annual Incremental Assesed Value of the HRC Development is more than twenty-eight million dollars, then HRC shall have no further obligation under this Agreement and no shortfall shall be owing from HRC to the City. However, if both (1) the Cumulative Tax Revenue Generated by HRC as of March 31, 2028 is less than the actual expenditures made by the City for the construction of the Stagecoach Drive Improvements, and, (2) the Applicable Annual Incremental Assesed Value of the HRC Development has not equaled or exceeded than twenty-eight millions as of January 1, 2028, then , HRC shall make payment to the City for the shortfall, calculated as follows:

Actual amount expended by City for construction of Stagecoach Drive Improvements	\$	X
Cumulative Tax Revenue Generated by the HRC Development between 1/1/2017 and 3/31/2028.....	\$	Y
Stagecoach Drive Improvement shortfall owed to City	\$	X-Y

³ The estimate for the Stagecoach Drive Improvements is shown on the attached Exhibit B.

Payment from HRC to the City for the Stagecoach Drive Improvement shortfall shall be made within thirty (30) days of receipt by HRC of an invoice from the City.

ARTICLE 4 CITY OBLIGATIONS

4.1 Infrastructure Construction. Subject to the provisions of Article 3, the City agrees, at its sole cost, to construct the Stagecoach Drive Improvements as defined in Article 1 in accordance with City and state law. Subject to the terms and conditions of Article 3, the City shall commence construction of the Stagecoach Drive Infrastructure Improvements no later than September 30, 2016, or as otherwise mutually agreed by the Parties. Upon the failure of HRC to comply with the requirements of Article 3, all obligations imposed upon the City by this Agreement shall terminate in their entirety, and the City shall have no further obligation under this Agreement whatsoever.

4.2 Assessments. No fees and/or assessments related to the initial construction of the Stagecoach Drive Improvements or related to the existing portion of South 88th Street adjacent to the Property, and no fees and/or assessments for any future widening of Stagecoach Drive or the existing portion of South 88th Street adjacent to the Property shall be made against HRC, its successors and assigns. The City hereby waives payment of any assessments heretofore levied against the Property for the South 88th Street Assessment and acknowledges and agrees that it shall notify the Dallas County, Iowa Treasurer that such obligation is paid in full by no later than the date a final plat is filed for any portion of the Property to which any South 88th Street Assessment applies. The Parties acknowledge and agree that the City maintains the right to assess properties adjacent to and/or benefited by future repairs or reconstruction of Stagecoach Drive and South 88th Street, including HRC, its successors and assigns. Any assessment for public improvements shall be done in accordance with Iowa Code Chapter 384 (Special Assessments) and succeeding legislation and/or City policy in existence at the time of the assessment.

4.3 CBL Land Dirt. The City agrees to remove at its cost the CBL Land Dirt concurrently with the construction of the Stagecoach Drive Improvements or, with the concurrence of HRC, prior to construction of the Stagecoach Drive Improvements.

It is the intent of the City to use the CBL Land Dirt for construction of a portion of South 88th Street unrelated to the HRC Development. In order to facilitate removal of the CBL Land Dirt by the City, an agreement for placement of the relocated CBL Land Dirt must be executed by the City and the property owner or owners on which the CBL Land Dirt will be relocated prior to or in conjunction with execution of this Agreement. Upon the failure of the City to obtain a fully executed relocation agreement prior to or in conjunction with this Agreement, this Agreement shall terminate in its entirety and the Parties shall have no further rights or obligations under this Agreement whatsoever.

ARTICLE 5 DEFAULT AND REMEDY

5.1 Company Events of Default. Each of the following shall constitute an event of default by HRC if left uncured following any applicable notice and cure periods:

Any breach by HRC of any of its representations, covenants or agreements contained herein.

5.2 City Events of Default. Each of the following shall constitute an event of default by the City if left uncured following any applicable notice and cure periods:

Any breach by the City of any of its representations, covenants or agreements contained herein.

5.3 Remedies. Except for the timelines set forth in Article 3, above, upon the default by a Party to this Agreement, the non-defaulting Party shall thereafter provide written notice of the default to the defaulting Party and shall specify a period of not less than fifteen (15) business days during which the defaulting Party shall have a right to cure the default; provided, however, such cure period may be extended if all of the following occur: (a) a default cannot reasonably be cured within the cure period provided in such notice, (b) the curing party notifies the non-defaulting party and provides evidence of such fact not later than the end of the cure period provided in the notice, (c) the curing party has theretofore been diligent in pursuing the cure and (d) the curing party in such extension notice covenants to (and thereafter actually does) diligently pursue the cure to completion. In the event the defaulting party fails to cure the default, the non-defaulting

party may (i) terminate this Agreement and seek damages from the defaulting party or (ii) enforce this Agreement by the remedy of damages or specific performance or both. No remedy herein conferred upon or reserved to either party is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

5.4 Force Majeure. The Parties shall not be liable for any failure to perform hereunder, including, but not limited to, failure to complete any work by any deadline set forth in this Agreement, as a result of an external event or events beyond their respective control, including, without limitation, acts of the United States of America, acts of the State, embargos, fire, flood, drought, hurricanes, tornadoes, other adverse weather conditions, including but not limited to those related to wet soil and temperature, explosions, acts of God or a public enemy, strikes, labor disputes, vandalism or civil riots (each of the foregoing, a “**Force Majeure**”). However, if any such event interferes with the performance by a Party hereunder, such Party shall diligently and in good faith act to the extent within its power to remedy the circumstances affecting its performance or to complete performance in as timely a manner as is reasonably possible.

ARTICLE 6 MORTGAGEE RIGHTS

6.1 Encumbrances on the Property. The Parties hereto agree that this Agreement shall not prevent or limit HRC from encumbering the Property (except that any such encumbrance shall be subordinate and subject to any exclusive rights of way or easements granted or to be granted to the City as set forth herein) or any estate or interest therein, portion thereof, or any improvement thereon, by one or more mortgages, deeds of trust, sale and leaseback, or other form of secured financing (“**Mortgage**”) with respect to the construction, development, use or operation of the Project and parts thereof. HRC, at no expense to the City, shall cause the holders of any such Mortgage to release such Mortgage as to any land to be deeded to the City for Stagecoach Drive Improvements or other public rights of way, park land or other City land to be owned by the City in fee simple in connection with the HRC Development and to subordinate its Mortgage to any easements granted to the City in connection with development of any plat in the Property.

HRC may pledge any and/or all of its assets as security for any financing of the Project, and the City agrees that HRC may assign its interest under this Agreement for such purpose. The City acknowledges that the lender(s) providing such Mortgages may require certain Agreement interpretations and modifications and agrees, upon request, from time to time, to meet with HRC and representatives of such lender(s) to negotiate in good faith any such request for interpretation or modification. The City will not unreasonably withhold its consent to any such requested interpretation or modification, provided such interpretation or modification is consistent with the intent and purposes of this Agreement, and provided HRC or the secured parties are not relieved of their obligations under this Agreement.

6.2 Second Mortgage. HRC hereby agrees to grant the City, or cause the City to be granted, a second mortgage upon all of the undeveloped portion of the Property, which second mortgage shall secure the obligation of HRC to pay the Stagecoach Drive Improvements Shortfall (the “Second Mortgage”). The Second Mortgage shall be junior and subordinate to one and only one first Mortgage on each phase of development of the Property granted by HRC in an amount reasonably necessary to purchase the portion of the Property located in such phase and to construct the plat improvements to each phase of Development of the Property, including amounts necessary to finance the costs of obtaining such first mortgage loan and providing a capitalized interest reserve (the “First Mortgage”). The City acknowledges that HRC may have different First Mortgages on different phases of development of the Property and on the undeveloped portion of the Property. The City agrees that it will execute and record a partial release of its Second Mortgage as to any phase of the development of the Property upon its approval of the final plat for that phase of development of the Property and will execute and record a final release of its Second Mortgage upon the earlier of the termination of this Agreement as provided in Section 3.7 above, or upon payment by HRC of any Stagecoach Drive Improvements Shortfall.

6.3 Mortgagee’s Notice and Cure Rights. The Mortgagee of any Mortgage or deed of trust encumbering the Property, or any part or interest thereof, that has submitted a request in writing to the City in the manner specified herein for giving notices shall be entitled to receive written notification from the City of any notice of non-compliance by

HRC in the performance of HRC's obligations under this Agreement. If the City timely receives a request from a Mortgagee requesting a copy of any notice of non-compliance given to HRC under the terms of this Agreement, the City shall provide a copy of that notice to the Mortgagee within ten (10) business days of sending the notice of non-compliance to HRC.

ARTICLE 7 THIRD PARTY TRANSACTIONS

7.1 Assignment. Prior to fulfillment of its obligations under this Agreement, HRC will not transfer, convey, or assign its obligations under this Agreement to any other party unless: (i) the transferee partnership, corporation, limited liability company or individual assumes in writing all of the obligations of HRC under this Agreement; and (ii) the City consents thereto in writing in advance thereof, which consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, HRC may transfer all or any portion of the Property to a wholly owned subsidiary, a limited liability company of which it is, directly or indirectly, a member and the manager, or a limited partnership of which it is directly or indirectly, the general partner; provided, that notwithstanding any such transfer, HRC shall remain liable to the City for payment of any Stagecoach Drive Improvements Shortfall and for any costs for which the City is entitled to reimbursement under Section 3.1 of this Agreement.

7.2 Estoppel Certificate. At any time, and from time to time, HRC may deliver written notice to the City, and the City may deliver written notice to HRC, requesting that such Party certify in writing that, to the knowledge of the certifying Party (i) this Agreement is in full force and effect and a binding obligation of the Parties, (ii) this Agreement has not been amended, or if amended, the identity of each amendment, (iii) the requesting Party is not then in breach of this Agreement, or if in breach, a description of each such breach, and (iv) any other factual matters reasonably requested (an "**Estoppel Certificate**"). The Mayor shall be authorized to execute, on behalf of the City, any Estoppel Certificate requested by HRC which complies with this Article. The City acknowledges that an Estoppel Certificate may be relied upon by transferees or successors in interest to HRC and by Mortgagees holding an interest in the Property.

7.3 No Third Party Beneficiaries. The only Parties to this Agreement are the City and HRC. There are no third party beneficiaries under this Agreement, and except for permitted assignees and successors-in-interests to either party, this Agreement shall not be construed to benefit or be enforceable by any other person whatsoever. If HRC does not close on the acquisition of the Property, this Agreement shall be null, void, and of no further force or effect without any additional action required by the Parties.

**ARTICLE 8
NOTICES**

All notices and other communications required or permitted to be served hereunder shall be deemed served in accordance with this Agreement if the notice is: (a) delivered by personal delivery; (b) mailed in a sealed wrapper and deposited in the United States mail, certified mail, return receipt requested, postage prepaid (with delivery conclusively presumed to occur on the third (3rd) business day following such deposit absent evidence of actual failure of delivery) or (c) deposited with a national overnight courier service for next day delivery that retains receipts of its deliveries, properly addressed (with delivery conclusively presumed to occur on the next business day following such deposit absent evidence of actual failure of delivery), as follows:

City:

City of West Des Moines
4200 Mills Civic Parkway
West Des Moines, IA 50265
Attn: City Clerk

Company:

Hubbell Realty Company
6900 Westown Parkway
West Des Moines, IA 50266
Attn: General Counsel

The Parties, by written notice given to the other, may designate any further or different names or addresses to which all notices or other communications shall be sent without said further or different names or addresses being considered amendments to this Agreement.

**ARTICLE 9
MISCELLANEOUS**

9.1 Amendments. The parties may amend this Agreement only in the form of a written amendment to be signed by all parties.

9.2 Attorneys' Fees. If either Party brings an action at law or in equity to enforce the provisions of this Agreement against the other Party, including, without limitation, in an action for declaratory relief, the prevailing Party shall be entitled to receive from the other Party its reasonable attorney's fees and other reasonable expenses incurred in connection with such action. In addition to the foregoing award of attorneys' fees to the prevailing Party, the prevailing Party in any lawsuit on this Agreement shall be entitled to its attorneys' fees incurred in any post judgment proceedings to collect or enforce the judgment.

9.3 Waiver of Jury Trial. The Parties by this Section waive trial by jury in any dispute brought by either of the Parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Agreement and/or the relationship of the Parties under this Agreement.

9.4 Waiver. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought. No waiver of any right or remedy with respect to any occurrence or event shall be deemed a waiver of any right or remedy with respect to any other occurrence or event.

9.5 Further Assurances. Each Party shall take all actions and do all things, and execute, with acknowledgment or affidavit, if required, any and all documents and writings that may be necessary or proper to achieve the purposes and objectives of this Agreement.

9.6 Relationship of the Parties. It is understood and agreed by the Parties hereto that HRC is an independent contractor and not an agent of the City. Further, the City and Company hereby renounce the existence of any form of joint venture or partnership between them and agree that nothing herein or in any document executed in connection herewith shall be construed as making the City and HRC joint venturers or partners.

9.7 Severability. If any provisions, conditions, or covenants of this Agreement, or the application thereof to any circumstances of either Party, shall be held invalid or unenforceable, the remainder of this Agreement or the application of such provision, condition, or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

9.8 Entire Agreement. This Agreement, together with all exhibits and schedules attached hereto, constitutes the Parties' entire agreement and understanding regarding the matters set forth herein. All prior or contemporaneous oral or written drafts of this Agreement or other understandings with respect to the subject matter herein between the parties are merged into this Agreement.

9.9 Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered (by electronic means or otherwise) shall be deemed an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such fully executed counterpart.

9.10 Choice of Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Iowa.

9.11 Neutral Interpretation; Headings. Each Party acknowledges that it has received independent legal advice from its attorneys with respect to the advisability of executing this Agreement and the meaning of the provisions hereof. The provisions of this Agreement shall be construed as to their fair meaning, and not for or against any Party based upon any attribution to such Party as the source of the language in question. The headings and table of contents used in this Agreement are for the convenience of reference only and shall not be used in construing this Agreement.

9.12 Memorandum of Agreement. The Parties agree to execute and record a Memorandum of Agreement in substantially the form attached as Exhibit "F" to serve as notice to the public of the existence and provisions of this Agreement, and the rights and interests held by the City by virtue hereof. HRC shall bear the costs of such recording.

[End of Text]

[SIGNATURE PAGE TO DEVELOPMENT AGREEMENT]

The City and HRC have caused this Agreement to be signed, in their names and on their behalf by their duly authorized officers, all as of the day and date first written above.

CITY OF WEST DES MOINES, IOWA

By: _____
Steven K. Gaer, Mayor

Attest:

Ryan Jacobson, City Clerk

HUBBELL REALTY COMPANY

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

Outlots L, M, N, O, P, Q, and R in Corrected Michael's Landing Plat 1, an Official Plat, now included in and forming a part of the City of West Des Moines, Dallas County, Iowa; (the "CBL Land")

and

The North 1010.00 feet of the East 1087.00 feet of the Northeast Quarter (NE 1/4) of Section 22, Township 78 North, Range 78 West of the 5th P.M., West Des Moines, Dallas County, Iowa, Except land deeded to the City of West Des Moines in Book 2008, Page 52014 (the "Miller Land").

OPINION OF PROBABLE CONSTRUCTION COSTS
 Stagecoach Drive Extension (W/ Grading Completed by Others)
 CITY OF WEST DES MOINES

TOTAL ESTIMATED QUANTITIES					
REF. NO.	ITEM	UNIT	PRICE	TOTAL PROJECT	
				QUANTITY	EXTENDED COST
	CLEARING AND GRUBBING	LS	\$500.00	1.0	\$500.00
	EXCAVATION, CLASS 10, ROADWAY AND BORROW	CY	\$12.00	1000.0	\$12,000.00
	TOPSOIL, STRIP, SALVAGE AND SPREAD	CY	\$8.00	1000.0	\$8,000.00
	EARTHWORK SUBTOTAL				\$20,500.00
	SUBGRADE PREPARATION	SY	\$3.50	6650.0	\$23,275.00
	PAVEMENT, PCC, 8 IN.	SY	\$60.00	5495.0	\$329,700.00
	PCC PAVEMENT SAMPLES	LS	\$2,500.00	1.0	\$2,500.00
	SUBDRAIN, LONGITUDINAL, 6 IN. DIA.	LF	\$11.00	1800.0	\$19,800.00
	SUBDRAIN OUTLET (RF-19C)	EACH	\$400.00	13.0	\$5,200.00
	PAVING SUBTOTAL				\$380,475.00
	MANHOLE, STORM SEWER, SW-404, 60 IN.	EACH	\$8,000.00	1.0	\$8,000.00
	INTAKE, SW-506	EACH	\$5,500.00	5.0	\$27,500.00
	INTAKE, SW-506	EACH	\$6,500.00	4.0	\$26,000.00
	STORM SWR, TRENCHED, RCP, 2000D, 18"	LF	\$85.00	390.0	\$33,150.00
	STORM SWR, TRENCHED, RCP, 2000D, 24"	LF	\$95.00	881.0	\$83,695.00
	STORM SEWER SUBTOTAL				\$178,345.00
	PCC TRAILS & SIDEWALKS	SY	\$40.00	2670.0	\$106,800.00
	TRAILS & SIDEWALKS SUBTOTAL				\$106,800.00
	REMOVAL OF PAVEMENT	SY	\$75.00	10.0	\$750.00
	SAFETY CLOSURE	EACH	\$500.00	2.0	\$1,000.00
	CONSTRUCTION SURVEY	LS	\$10,000.00	1.0	\$10,000.00
	PAINTED PAVEMENT MARKING	STA	\$121.00	20.0	\$2,420.00
	PAINTED SYMBOLS AND LEGENDS	EACH	\$200.00	3.0	\$600.00
	TRAFFIC CONTROL	LS	\$1,000.00	1.0	\$1,000.00
	MOBILIZATION	LS	\$70,000.00	1.0	\$70,000.00
	PROJECT SIGNS	EACH	\$1,500.00	1.0	\$1,500.00
	SEEDING AND FERTILIZING (RURAL)	ACRE	\$2,500.00	1.85	\$4,625.00
	SEEDING AND FERTILIZING (URBAN)	ACRE	\$3,000.00	3.9	\$11,700.00
	SILT FENCE	LF	\$2.00	500.0	\$1,000.00
	CLEAN-OUT OF SILT FENCE	LF	\$1.00	500.0	\$500.00
	CLEAN-OUT OF SILT FENCE FOR DITCH CHECK	LF	\$6.50	200.0	\$1,300.00
	DITCH CHECK (SYNTHETIC - HDPE)	LF	\$6.50	200.0	\$1,300.00
	PERIMETER & SLOPE SEDIMENT CONTROL DEVICE	LF	\$4.00	2300.0	\$9,200.00
	MISCELLANEOUS SUBTOTAL				\$116,895.00
	WATER MAIN, PVC, 12"	LF	\$95.00	2080.0	\$197,600.00
	WATER MAIN SUBTOTAL				\$197,600.00
	STREETLIGHTS	LS	\$149,000.00	1.0	\$149,000.00
	STREET LIGHT SUBTOTAL				\$149,000.00
	SUBGRADE PREPARATION (FUTURE)	SY	\$3.50	7500.0	\$26,250.00
	PAVEMENT, PCC, 8 IN. (FUTURE)	SY	\$60.00	6150.0	\$369,000.00
	PCC PAVEMENT SAMPLES (FUTURE)	LS	\$2,500.00	1.0	\$2,500.00
	SUBDRAIN, LONGITUDINAL, 6 IN. DIA. (FUTURE)	LF	\$11.00	1800.0	\$19,800.00
	SUBDRAIN OUTLET (RF-19C) (FUTURE)	EACH	\$400.00	13.0	\$5,200.00
	FUTURE PAVING SUBTOTAL				\$422,750.00
	TOTAL				\$1,572,365.00

Handwritten notes:
 6/1/15
 Review
 By [Signature]



OPINION OF PROBABLE CONSTRUCTION COSTS
Stagecoach Drive Extension (W/ Grading Completed by Others)
CITY OF WEST DES MOINES

6/3/2015

ESTIMATED COST SUMMARY		
CONSTRUCTION ITEM	ESTIMATED COST	NOTES
EARTHWORK	\$20,500.00	PRIMARY EARTHWORK COMPLETED BY OTHERS. ESTIMATING JUST MINOR EARTHWORK WITH PAVING PROJECT.
PCC PAVEMENT	\$380,475.00	INITIAL CONSTRUCTION: 2 SOUTH LANES & TURN LANE AT 88TH STREET INTERSECTION
STORM SEWER	\$178,345.00	
PCC SIDEWALKS & TRAILS	\$106,800.00	10' TRAIL AND 4' SIDEWALK
MISCELLANEOUS CONSTRUCTION (i.e. Mobilization, Traffic Control, Survey, Erosion Control, Pavement Marking etc.)	\$116,895.00	
WATER MAIN	\$197,600.00	INCLUDES VALVES, FITTING, AND HYDRANTS
STREET LIGHTS	\$149,000.00	
ESTIMATED TOTAL COST	\$1,149,815.00	
FUTURE PAVING (2015 DOLLARS)	\$422,750.00	REMAINING PAVEMENT FOR FULL 5-LANE SECTION
ESTIMATED TOTAL COST (w/ FUTURE PAVING)	\$1,572,365.00	

EXHIBIT D: Example Calculation of Increased Assessments and Taxes Generated by the HRC Development

Assumptions		WDM Aggregate 2015/2016 Tax Rate \$ 12.00									
Average Home Value	\$ 264,364										
West Des Moines 2015/2016 Consolidated MIL Rate	\$ 34.93567										
West Des Moines 2015/2016 Net TIF Rate	\$ 26.11412										
City Share of Debt Service Levy	\$ 1.95283										
Total City Tax Revenues from TIF District	\$ 28.06695										
2015/2016 Rollback	54.4002%										
Net West Des Moines Taxes Earned per home	\$ 4,036.43										
Number of Homes Completed Per Year	15										
Number of Units	15	30	45	60	75	90	105	120	135	150	
Value	\$ 3,965,459	\$ 7,930,918	\$ 11,896,378	\$ 15,861,837	\$ 19,827,296	\$ 23,792,755	\$ 27,758,214	\$ 31,723,673	\$ 35,689,133	\$ 39,654,592	
Includes Increased Assessed Value by Residential Construction between dates	1/1/16-12/31/16	1/1/16-12/31/17	1/1/16-12/31/18	1/1/16-12/31/19	1/1/16-12/31/20	1/1/16-12/31/21	1/1/16-12/31/22	1/1/16-12/31/23	1/1/16-12/31/24	1/1/16-12/31/25	
January 1st Assessment Date	1/1/2017	1/1/2018	1/1/2019	1/1/2020	1/1/2021	1/1/2022	1/1/2023	1/1/2024	1/1/2025	1/1/2026	
Fiscal Year	2018/2019	2019/2020	2020/2021	2021/2022	2022/2023	2023/2024	2024/2025	2025/2026	2026/2027	2027/2028	
Period	1	2	3	4	5	6	7	8	9	10	
1	\$ 60,547	\$ 60,547	\$ 60,547	\$ 60,547	\$ 60,547	\$ 60,547	\$ 60,547	\$ 60,547	\$ 60,547	\$ 60,547	
2	\$	\$ 60,547	\$ 60,547	\$ 60,547	\$ 60,547	\$ 60,547	\$ 60,547	\$ 60,547	\$ 60,547	\$ 60,547	
3	\$	\$	\$ 60,547	\$ 60,547	\$ 60,547	\$ 60,547	\$ 60,547	\$ 60,547	\$ 60,547	\$ 60,547	
4	\$	\$	\$	\$ 60,547	\$ 60,547	\$ 60,547	\$ 60,547	\$ 60,547	\$ 60,547	\$ 60,547	
5	\$	\$	\$	\$	\$ 60,547	\$ 60,547	\$ 60,547	\$ 60,547	\$ 60,547	\$ 60,547	
6	\$	\$	\$	\$	\$	\$ 60,547	\$ 60,547	\$ 60,547	\$ 60,547	\$ 60,547	
7	\$	\$	\$	\$	\$	\$	\$ 25,887	\$ 25,887	\$ 25,887	\$ 25,887	
8	\$	\$	\$	\$	\$	\$	\$	\$ 25,887	\$ 25,887	\$ 25,887	
9	\$	\$	\$	\$	\$	\$	\$	\$	\$ 25,887	\$ 25,887	
10	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$ 25,887	
Per Year Total of Tax Revenues	\$ 60,547	\$ 121,093	\$ 181,640	\$ 242,186	\$ 302,733	\$ 363,279	\$ 423,826	\$ 484,373	\$ 544,920	\$ 605,467	
Cumulative Total of Tax Revenues	\$ 60,547	\$ 181,640	\$ 363,279	\$ 605,465	\$ 908,198	\$ 1,271,477	\$ 1,652,683	\$ 2,033,880	\$ 2,419,076	\$ 2,804,273	

Note: HRC will build residential units as the market dictates. The actual increases in assessed value and taxes generated will turn on (a) the number of units built per year, (b) the types of units built per year, (c) the actual assessed value of the improvements and land, (d) the combined tax levy and combined debt service levy of all taxing jurisdictions and the City's portion of such debt service levy for taxes collected for FY 18-19 through FY 23/24, (e) the City's combined tax levy for taxes collected in FY 24-25 and thereafter, (f) the taxable percentage (roll back) of the assessed value of a property applicable to the taxes payable in a particular fiscal year, and (g) any other changes in state law that affect the amount of taxes collectible from this property. As a result, the actual assessed value created and taxes generated by this HRC Development may be more or less than shown on this example, both for any particular year or cumulative at any particular time.

EXHIBIT "E"

CERTIFICATE OF COMPLETION – Residential Improvements

WHEREAS, in accordance with the terms and conditions of the Agreement between the City of West Des Moines, Iowa (the "City"), and Hubbell Realty Company ("HRC") dated August __, 2015, HRC hereby submits and certifies, pursuant to Section __ of the Agreement, that between January 1, 20__ and December 31, 20__, (# of properties) residential properties located at the following addresses received an occupancy permit from the City:

[Insert address of each residential property receiving occupancy permit for the calendar year]

HUBBELL REALTY COMPANY,
an Iowa corporation

By: _____
_____, Officer

STATE OF IOWA)
) SS
COUNTY OF POLK)

This record was acknowledged before me on _____, 20__,
by as an officer of Hubbell Realty Company on behalf of whom this record was
executed.

Notary Public

EXHIBIT "F"

Prepared by: R.J. Scieszinski, Office of City Attorney, PO Box 65320, West Des Moines, IA 50265-0320 (515) 222-3614
Return to: City Clerk, PO Box 65320, West Des Moines, IA 50265-0320

SPACE ABOVE THIS LINE FOR RECORDER

**MEMORANDUM OF AGREEMENT
BETWEEN THE CITY OF WEST DES MOINES, IOWA AND
HUBBELL REALTY COMPANY**

This Memorandum of Agreement is notice of an Agreement dated August __, 2015 and all subsequent amendments to the Agreement made by and between the City of West Des Moines, an Iowa municipal corporation and Hubbell Realty Company, an Iowa corporation, on file in the Office of the City Clerk of the City of West Des Moines, Iowa affecting the following property in Dallas County, Iowa:

As described on Exhibit "A" attached hereto and made part of this Memorandum of Agreement.

Dated this ___ day of August, 2015.

CITY OF WEST DES MOINES, IOWA

By _____

Richard J. Scieszinski, City Attorney

STATE OF IOWA)
) SS:
COUNTY OF POLK)

This record was acknowledged before me on _____, 2015 by Richard J. Scieszinski, City Attorney of the City of West Des Moines, Iowa, on behalf of whom the record was executed.

Notary Public in and for the State of Iowa

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

Date: August 24, 2015

ITEM: Convenience Stores and Gasoline Pump and Canopy Regulations – Amend Title 9, Zoning, Definitions and Accessory Structures city code provisions for convenience stores, fuel pump islands, and island canopies – City Initiated – AO-002789-2015

Ordinance: Approval of First Reading

FINANCIAL IMPACT: Undetermined.

BACKGROUND: Staff requests an amendment to City Code, Title 9, Zoning, to revise the definition of convenience stores and revise the standards regulating fuel pumps islands and island canopies to update them to current development standards. Staff has observed that the business model for convenience stores with fuel pumps has changed judging by the requests for larger stores and larger fuel pump canopies that have been received and by noting the number and types of variances that have been granted by the City.

Staff contacted three convenience store companies to discuss the standards of their convenience stores. Notable comments were that the minimum number of pumps they look to install is between 4 and 6 depending on whether in a rural or urban setting, that the stores are getting bigger because of the addition of on-site quick food preparation, and the canopy sizes are getting larger because of the addition of pass-by lanes and the number of pumps the canopies cover.

Plan and Zoning Commission Action:

Vote: 4-0 approval, Commissioners Andersen, Erickson, and Brown absent

Date: August 17, 2015

Motion: Adopt a resolution recommending the City Council approve the ordinance amendment.

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, July 16, 2015*)
- Staff Review and Comments
 - *Definition*
 - *Maximum number of Pumps*
 - *Design Standards for Fuel Pump Island Canopies*
- Comprehensive Plan Consistency
- Noticing Information
- Staff Recommendations and Conditions of Approval

RECOMMENDATION: Based upon the preceding review and a finding of consistency with the Comprehensive Plan, the Plan and Zoning Commission recommends the City Council approve the first reading to amend City Code to regulate convenience stores and gasoline pumps and canopies, subject to the applicant meeting all City Code requirements.

Lead Staff Member: Kara Tragesser

STAFF REVIEWS:

Department Director	<i>JA</i>
Appropriations/Finance	
Legal	<i>JBW</i>
Agenda Acceptance	<i>KTG</i>

PUBLICATION(S) (if applicable)

Published In	<i>Des Moines Register</i>
Date(s) Published	August 11, 2015
Letter sent to surrounding property owners	N/A

SUBCOMMITTEE REVIEW (if applicable)

Committee	Development and Planning		
Date Reviewed	July 16, 2015		
Recommendation	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Split <input type="checkbox"/>

ATTACHMENTS:

- Exhibit I - Plan and Zoning Communication
- Attachment A - Plan and Zoning Commission Resolution
- Attachment B - Proposed Rezoning Ordinance (*now Exhibit II*)
- Exhibit II - Proposed Rezoning Ordinance

**CITY OF WEST DES MOINES
PLAN AND ZONING COMMISSION**

Meeting Date: August 17, 2015

Item: Convenience Stores and Gasoline Pump and Canopy Regulations – Amend Title 9, Zoning, Definitions and Accessory Structures city code provisions for convenience stores, fuel pump islands, and island canopies – City Initiated – AO-002789-2015

Request Action: Approval of an amendment to the City Code

Case Advisor: Kara Tragesser, AICP 

Applicant’s Request: Staff requests an amendment to City Code, Title 9, Zoning, to revise the definition of convenience stores and revise the standards regulating fuel pumps islands and island canopies to update them to current development standards.

City Council Subcommittee: This item was discussed at the July 16, 2015, Development and Planning City Council Subcommittee. The subcommittee was supportive of changes to the ordinance.

Staff Review and Comment: There are no outstanding issues. Staff has observed that the business model for convenience stores with fuel pumps has changed judging by the requests for larger stores and larger fuel pump canopies that have been received and by noting the number and types of variances that have been granted by the City.

Staff contacted three convenience store companies to discuss the standards of their convenience stores. Notable comments were that the minimum number of pumps they look to install is between 4 and 6 depending on whether in a rural or urban setting, that the stores are getting bigger because of the addition of on-site quick food preparation, and the canopy sizes are getting larger because of the addition of pass-by lanes and the number of pumps the canopies cover.

Staff notes the following:

Definition: Staff recommends that the definition for convenience stores be revised to remove the maximum square foot reference. Removing the maximum square footage will allow convenience stores to evolve and shift. The ability to meet the development standards such as minimum number of parking spaces, open space, outside display, screening, and setbacks will dictate the size of the store possible.

Maximum number of Pumps: In discussions with the convenience store companies it was mentioned that the smallest business model was a convenience store with four pumps. The Regional Commercial and the Support Commercial districts are more auto-oriented districts and are better suited for a larger number of pumps. Staff recommends the following:

	RC	CMC	NC	CVC	SC	VJC	VJHB
Maximum number of fuel pumps allowed per site	10-12	6	3-6	4-6	10-12	3-4	3-4

Design Standards for Fuel Pump Island Canopies: Staff recommends changing the regulation of fuel pump canopies from regulating maximum size to establishing performance or design standards to address the mass and bulk of the canopies. The size of the canopy can vary based upon the arrangement of pumps, whether in one row or in a double row, whether there is a pass-by lane between the service area for each pump, and how wide the service area for each pump is. Rather than try to regulate these canopies for size, Staff feels it’s more appropriate to regulate the form of the canopy to promote an appealing structure that is consistent with the principal structure and addresses the aesthetics of the mass of the structure. Staff recommends that all pump island canopy supports shall be trimmed in brick, stone, or split face masonry consistent with the majority of material used for the primary structure with the materials extending

up the entire height of the support column, that pump island canopies 100 linear feet long or greater be designed to provide visual interest and break the straight line appearance of the length of the canopy by utilizing changes in massing and materials; and that the color of the canopy will be consistent with the color of the materials used to construct the primary structure. The color should not be consistent with the signage colors unless considered part of the signage allowance for the primary structure as noted elsewhere in this Title.

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.

Noticing Information: On August 11, 2015, notice of the August 17, 2015, Plan and Zoning Commission and August 24, 2015 City Council public hearings for this project was published in the *Des Moines Register*.

Staff Recommendation and Conditions of Approval: Staff recommends the Plan & Zoning Commission approve a resolution recommending to the City Council approval of the ordinance amendment.

Attachments:

- Attachment A -- Proposed Resolution
- Exhibit A -- Proposed Ordinance

RESOLUTION NO. PZC-15-061

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 TO AMEND TITLE 9 (ZONING), DEFINITIONS AND ACCESSORY STRUCTURES CITY CODE PROVISIONS FOR CONVENIENCE STORES, FUEL PUMP ISLANDS, AND ISLAND CANOPIES

WHEREAS, pursuant to the provisions of Title 9, Chapter 1 et seq, and Title 10, Chapter 1 et seq, of the West Des Moines Municipal Code, staff requests an amendment to Title 9 (Zoning), Chapter 2 (Zoning Rules And Definitions) to revise the definition for Convenience Stores and to amend Title 9 (Zoning), Chapter 14, (Accessory Structures) Section 9 (Fuel Pump Islands and Island Canopies) to revised the regulations of the maximum number of pumps, setbacks, and Design Standards for Fuel Pump Island Canopies;

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, this Commission held a duly-noticed hearing to consider the application for an amendment to ordinance;

WHEREAS, this Commission did consider the application for an amendment to ordinance;

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

SECTION 1. The findings for approval in the staff report or as amended orally at the Plan and Zoning Commission public hearing are adopted.

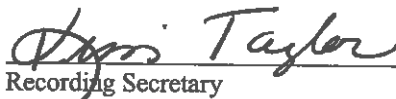
SECTION 2. The AMENDMENT TO ORDINANCE (AO-002789-2015) is recommended to the City Council for approval, as stated in the staff report or as amended in the attached Exhibit A.

PASSED AND ADOPTED on August 17, 2015.



Chris Costa, 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 August 17, 2015 by the following vote:

AYES: Costa, Crowley, Hatfield, Southworth

NAYS: -0-

ABSTENTIONS: -0-

ABSENT: Andersen, Brown, Erickson

ATTEST:


Recording Secretary

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

ORDINANCE NO.

AN ORDINANCE AMENDING THE CITY CODE OF THE CITY OF WEST DES MOINES, IOWA, 2014, TITLE 9 (ZONING), CHAPTER 2 (ZONING RULES AND DEFINITIONS) AND CHAPTER 14 (ACCESSORY STRUCTURES), SECTION 9 (FUEL PUMP ISLANDS AND ISLAND CANOPIES) TO AMEND THE DEFINITION FOR CONVENIENCE STORES AND TO REVISE REGULATIONS

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

Section 1. Amendment. Title 9: Zoning, Chapter 2: Zoning Rules and Definitions, is hereby amended to replace the definition of CONVENIENCE STORES with the following:

CONVENIENCE STORES: a retail establishment that offers for sale convenience goods such as prepackaged food products, limited on-site prepared food or fresh food, beer and alcohol, tobacco, periodicals, and miscellaneous household goods and automobile accessories. Convenience stores may have extended hours. Convenience stores may or may not sell automobile fuel. Convenience stores as defined here do not include any type of automobile repair or parts sales and are not considered to be grocery stores.

Section 2. Amendment. Title 9 (Zoning), Chapter 14 (Accessory Structures), Section 9 (Fuel Pump Islands and Island Canopies) is hereby amended by adding the text in bold lettering and deleting the text in strikethrough lettering:

- A. Fuel Pumps And Canopies Related To Ultimate Right-Of-Way Setbacks: ~~The following matrix shows the minimum setbacks required along the ultimate right of way, and the maximum square foot area for fuel pump island canopies related to the number of fuel pumps at the site. All fuel pump island canopies shall be setback a minimum of fifty (50) feet from the ultimate right(s)-of-way line as measured to the extreme edge of the canopy. Canopies need only to meet the normal side yard and rear yard setbacks for its respective zoning district as set elsewhere in this Title under Setback and Bulk Density Regulations². Fuel pump canopies in existence prior to this ordinance will not be made non-conforming by this ordinance. (See Table #1)Table #1 _ Canopies Size And Ultimate Right Of Way Setbacks Related To Total Number Of Site Fuel Pumps~~

Table #1 Canopies Size And Ultimate Right Of Way Setbacks Related to Total Number of Site Fuel Pumps

Number of fuel pumps on site	1	2	3	4	5	6	7	8	9	10
Maximum square feet allowed for fuel pump island canopies	500	1,000	1,500	2,000	2,500	3,000	3,500	4,000	4,500	5,000
Minimum setbacks for fuel pump island canopies	25	25	25	35	35	35	50	50	50	50

Note: A "fuel pump" can supply fuel to no more than 2 vehicles at the same time.

B. Height: No fuel pump island canopies shall exceed a maximum height of twenty feet (20'), however, all fuel pump island canopies must provide a minimum clearance of fourteen feet (14') to accommodate the overhead clearance required for emergency vehicles.

C. Signage: Any signage displayed on a fuel pump island or fuel pump island canopy is subject to the requirements of the West Des Moines Sign Ordinance.

D. Lighting: All light fixtures attached to a fuel pump island canopy must be recessed into the canopy with flush-mounted lenses and designed to illuminate downward to eliminate glare and spillover lighting beyond the property line.

E. Canopies Area And Fuel Pumps: The following matrix table shows represents the maximum square foot area for fuel pump island canopies, and the maximum number of fuel pumps allowed per site by zoning district.

	RC	CMC	NC	CVC	SC	VJC	VJHB
Maximum square feet of fuel pump island canopies	5,000	3,000	1,500	2,000	5,000	1,500	1,500
Maximum number of fuel pumps allowed per site	10-12	6	3-6	4-6	10-12	3-4	3-4

Note: A "fuel pump" can supply fuel to not more than 2 vehicles at the same time.

RC	Regional Commercial District	CMC	Community Commercial District
NC	Neighborhood Commercial District	CVC	Convenience Commercial District
SC	Support Commercial District	VJC	Valley Junction Commercial District
VJHB	Valley Junction Historic Business District		

F. Design Standards for Fuel Pump Island Canopies: The intent of the following design standards is to promote an appealing structure that is architecturally consistent with the principal structure, provides visual interest, and balances the mass of the canopy between the elements of the structure such as the canopy and the support structure. For all fuel pump canopies the following design elements must be present:

- a. All pump island canopy supports shall be trimmed in brick, stone, or split face masonry consistent with the majority of material used for the primary structure. The brick, stone, or split face masonry materials shall extend up the entire height of the support column.
- b. Pump island canopies 100 linear feet long or greater shall be designed to provide visual interest and break the straight line appearance of the length of the canopy by utilizing changes in massing and materials.
- c. The color of the canopy shall be consistent with the color of the materials used to construct the primary structure. The color shall not be consistent with the signage colors unless considered part of the signage allowance for the primary structure as noted elsewhere in this Title.

Section 3. Repealer. All ordinances or parts of ordinances in conflict with the provision of this ordinance are hereby repealed.

Section 4. 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 5. Violations and Penalties. 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 6. 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 7. Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

Passed by the City Council on the _____ day of _____, 2015, and approved this _____ day of _____, 2015.

Steven K. Gaer, Mayor

ATTEST:

Ryan T Jacobson, City Clerk

The foregoing Ordinance No. _____ was adopted by the Council for the City of West Des Moines, Iowa, on _____, 2015, and was published in the Des Moines Register on _____, 2015.

Ryan T. Jacobson, City Clerk

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

Date: August 24, 2015

ITEM: Breweries - Amend City Code Title 9 (Zoning) to add a definition for breweries, establish zoning districts in which the use is allowed and identify performance and parking standards – City Initiated (AO-002790-2015)

Ordinance: Approval of First Reading

FINANCIAL IMPACT: Undetermined.

BACKGROUND: Twisted Vine Brewery has proposed a brewery, with tap room, to be located in a Regional Commercial zoning district. Under the current zoning code, breweries are allowed in the General Industrial, Light Industrial, and Business Park zoning districts. Recently, the City amended the zoning ordinance to allow tap rooms/beer parlors in conjunction with a brewery in these zones. Representatives from Twisted Vine Brewery met with the Development & Planning City Council Subcommittee to propose the location of the brewery with tap room at 3320 Weston Parkway, on a parcel immediately south of Valley West Mall. The Subcommittee supported the proposal and Staff recommended that the zoning ordinance be amended to allow breweries in commercial areas but with regulations controlling the size of the breweries allowed in order to address concerns with manufacturing components being visible to adjoining properties and the general public.

Plan and Zoning Commission Action:

Vote: 4-0 approval, Commissioners Andersen, Erickson, and Brown absent

Date: August 17, 2015

Motion: Adopt a resolution recommending the City Council approve the ordinance amendment.

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, July 16, 2015*)
- Staff Review and Comments
 - *Brewery versus Drinking Place (Bar)*
 - *Brewery/Tap Room Size*
 - *Square Footage of Tap Room*
- Comprehensive Plan Consistency
- Noticing Information
- Staff Recommendations and Conditions of Approval

RECOMMENDATION: Based upon the preceding review and a finding of consistency with the Comprehensive Plan, the Plan and Zoning Commission recommends the City Council approve the first reading to amend City Code to regulate breweries, subject to the applicant meeting all City Code requirements.

Lead Staff Member: Kara Tragesser



STAFF REVIEWS:

Department Director	JA
Appropriations/Finance	
Legal	DS
Agenda Acceptance	RTG

PUBLICATION(S) (if applicable)

Published In	<i>Des Moines Register</i>
Date(s) Published	August 11, 2015
Letter sent to surrounding property owners	N/A

SUBCOMMITTEE REVIEW (if applicable)

Committee	Development and Planning		
Date Reviewed	July 16, 2015		
Recommendation	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Split <input type="checkbox"/>

ATTACHMENTS:

- Exhibit I - Plan and Zoning Communication
- Attachment A - Plan and Zoning Commission Resolution
- Attachment B - Proposed Rezoning Ordinance (*now Exhibit II*)
- Exhibit II - Proposed Rezoning Ordinance

**CITY OF WEST DES MOINES
PLAN AND ZONING COMMISSION**

Meeting Date: August 17, 2015

Item: Breweries - Amend City Code Title 9 (Zoning) to add a definition for breweries, establish zoning districts in which the use is allowed and identify performance and parking standards (AO-002790-2015)

Request Action: Approval of an amendment to the City Code

Case Advisor: Kara Tragesser, AICP 

Applicant's Request: Twisted Vine Brewery has proposed a brewery, with tap room, to be located in a Regional Commercial zoning district. Under the current zoning code, breweries are allowed in the General Industrial, Light Industrial, and Business Park zoning districts. Recently, the City amended the zoning ordinance to allow tap rooms/beer parlors in conjunction with a brewery in these zones. Representatives from Twisted Vine Brewery met with the Development & Planning City Council Subcommittee to propose the location of the brewery with tap room at 3320 Weston Parkway, on a parcel immediately south of Valley West Mall. The Subcommittee supported the proposal and Staff recommended that the zoning ordinance be amended to allow breweries in commercial areas but with regulations controlling the size of the breweries allowed in order to address concerns with manufacturing components being visible to adjoining properties and the general public.

City Council Subcommittee: This item was discussed at the July 16, 2015, Development and Planning City Council Subcommittee. The subcommittee was supportive of changes to the ordinance.

Staff Review and Comment: There are no outstanding issues. Staff met with the representatives from the brewery to further understand small brewery operations. That information, combined with internet research, assisted Staff with drafting an ordinance which regulates small breweries in commercial zoning districts. Staff notes the following:

Brewery versus Drinking Place (Bar): With the proliferation of craft breweries and microbreweries combined with the increasing desire to have a tap room/beer parlor associated with the brewery, the line is being blurred between the traditionally industrial use of a brewery and the retail/commercial use of a tap room or drinking place. In March 2015, the City amended the zoning code to allow tap rooms/beer parlors (Drinking Places (SIC 5813)) in the industrial districts in conjunction with a brewery as a permitted conditional use. Now comes the question of allowing a business model of a small brewery with a tap room/beer parlor to locate within the city's commercial districts. Based upon discussions at the Subcommittee level and the support received from the City Council for the changes to allow tap rooms, Staff proposes the attached ordinance which provides for the regulation of small breweries in conjunction with a tap room/beer parlor in the commercial districts as a permitted conditional use, similar to the regulation of drinking places.

Brewery/Tap Room Size: The proposed size of Twisted Vine Brewery is 7,200 sq. ft., including tap room. Fox Brewery is 6,000 sq. ft. in size (the Board of Adjustment approved a permitted conditional use permit for a tap room for Fox Brewery located at 103 S. 11th Street in June 2015). Staff researched the size of comparable bars and restaurants with breweries in the area and they ranged in size from 5,000 sq. ft. to 9,000 sq. ft. Establishments such as Rock Bottom (8,400sf) and Granite City's (8,800sf) brewery component is viewed as ancillary to the primary use of a restaurant and with no noticeable production component to the exterior: the establishments are permitted as restaurant uses. In discussion with the owners of Twisted Vine Brewery, staff inquired about a reasonable size for a small brewery and tap room and where the tipping point was in the production capacity versus size of facility that could be used to limit the size of the brewery and tap room if the City were to expand the use into some of the commercial districts. This discussion led to identifying 10,000 sq. ft. as a maximum size of the building before a small brewery with tap room became too production oriented for the commercial zones and should be located in the industrial zones.

However, Staff feels that a 10,000 sq. ft. brewery with tap room is too large for Neighborhood Commercial and Valley Junction Historic Business District zoning districts; therefore, staff suggest limiting the size of a brewery with tap room/beer parlor to no more than 5,000 sq. ft. in those districts. The proposed size was, in part, determined by the size of a typical lot in the Valley Junction Historic Business district.

Square Footage of Tap Room: In the previous ordinance amendment approved in March 2015 regarding the size of the tap room, the ordinance provisions capped the size of the tap room at 20 percent of the gross square footage of the building. In part, the reasoning included the concept that the principal use of that business model was to be a brewery with the tap room ancillary and therefore the tap room should be a minor portion of the total square footage. After more consideration of the question of whether to regulate the brewery with tap room as a brewery or a bar, Staff proposes that a brewery with less than 50 percent of the gross square footage devoted to a tap room/beer parlor be regulated as a brewery with the tap room ancillary to the use. If the tap room comprises 50 percent or greater of the gross square footage of the brewery, the brewery would be regulated as a bar. A brewery over 10,000 sf with a tap room, or a brewery, regardless of size, without a tap room would be permitted only in the Business Park, Light Industrial, and General Industrial districts.

Noticing Information: On August 11, 2015, notice of the August 17, 2015, Plan and Zoning Commission and August 24, 2015 City Council public hearings for this project was published in the *Des Moines Register*.

Staff Recommendation and Conditions of Approval: Staff recommends the Plan & Zoning Commission approve a resolution recommending to the City Council approval of the ordinance amendment.

Attachments:

- Attachment A – Proposed Resolution
- Exhibit A – Proposed Ordinance

RESOLUTION NO. PZC-15-062

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 TO AMEND TITLE 9 (ZONING), CHAPTER 2 (ZONING RULES AND DEFINITIONS) TO ADD A DEFINITION FOR BREWERY; AMEND TITLE 9 (ZONING), CHAPTER 6 (COMMERCIAL, OFFICE AND INDUSTRIAL ZONING DISTRICTS), SECTION 6 (COMMERCIAL, OFFICE AND INDUSTRIAL USE REGULATIONS), SUBSECTION C, TABLE 6.1 (USE MATRIX) TO REGULATE SIC 5813 – TAP ROOM/BEER PARLOR IN CONJUNCTION WITH A BREWERY AND TO REGULATE SIC 2082 BREWERY; AMEND TITLE 9 (ZONING), CHAPTER 10, PERFORMANCE STANDARDS TO REVISE REGULATIONS FOR TAP ROOM/BEER PARLOR; AND AMEND TITLE 9 (ZONING), CHAPTER 15, OFF STREET PARKING AND LOADING TO REGULATE PARKING REQUIREMENTS FOR TAP ROOM/BEER PARLOR

WHEREAS, pursuant to the provisions of Title 9, Chapter 1 et seq, and Title 10, Chapter 1 et seq, of the West Des Moines Municipal Code, staff requests an amendment to amend Title 9 (Zoning), Chapter 2 (Zoning Rules and Definitions) to add a definition for brewery; amend Title 9 (Zoning), Chapter 6 (Commercial, Office and Industrial Zoning Districts), Section 6 (Commercial, Office and Industrial Use Regulations), Subsection C, Table 6.1 (Use Matrix) to regulate SIC 5813 – Tap Room/Beer Parlor in Conjunction with a Brewery and to regulate SIC 2082 Brewery; amend Title 9 (Zoning), Chapter 10, Performance Standards to revise regulations for tap room/beer parlor; and amend Title 9 (Zoning), Chapter 15, Off Street Parking and Loading to regulate parking requirements for tap room/beer parlor;

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, this Commission held a duly-noticed hearing to consider the application for an amendment to ordinance;

WHEREAS, this Commission did consider the application for an amendment to ordinance;

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

SECTION 1. The findings for approval in the staff report or as amended orally at the Plan and Zoning Commission public hearing are adopted.

SECTION 2. The AMENDMENT TO ORDINANCE (AO-002790-2015) is recommended to the City Council for approval, as stated in the staff report or as amended in the attached Exhibit A.

PASSED AND ADOPTED on August 17, 2015.



Chris Costa, 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 August 17, 2015, by the following vote:

AYES: Costa, Crowley, Hatfield, Southworth

NAYS: -0-

ABSTENTIONS: -0-

ABSENT: Andersen, Brown, Erickson

ATTEST:


Recording Secretary

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

ORDINANCE NO.

TO AMEND TITLE 9 (ZONING), CHAPTER 2 (ZONING RULES AND DEFINITIONS) TO ADD A DEFINITION FOR BREWERY; AMEND TITLE 9 (ZONING), CHAPTER 6 (COMMERCIAL, OFFICE AND INDUSTRIAL ZONING DISTRICTS), SECTION 6 (COMMERCIAL, OFFICE AND INDUSTRIAL USE REGULATIONS), SUBSECTION C, TABLE 6.1 (USE MATRIX) TO REGULATE SIC 5813 – TAP ROOM/BEER PARLOR IN CONJUNCTION WITH A BREWERY AND TO REGULATE SIC 2082 BREWERY; AMEND TITLE 9 (ZONING), CHAPTER 10, (PERFORMANCE STANDARDS) TO REVISE REGULATIONS FOR TAP ROOMS/BEER PARLORS; AND AMEND TITLE 9 (ZONING), CHAPTER 15, OFF STREET PARKING AND LOADING TO REGULATE PARKING REQUIREMENTS FOR TAP ROOM/BEER PARLOR

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

Section 1. Amendment. Title 9: Zoning, Chapter 2: Zoning Rules and Definitions, is hereby amended to place in alphabetical order the following definitions:

BREWERY: A business that produces ales, beer, meads and/or similar beverages on site (SIC 2082 Manufacturing of Malt Beverages).

Section 2. Amendment. Title 9 (Zoning), Chapter 6 (Commercial, Office and Industrial Zoning Districts), Section 6 (Commercial, Office and Industrial Use Regulations), Subsection C, Table 6.1 (Use Matrix) is hereby amended by adding the text in bold lettering:

SIC CODES	RC	CMC	NC	CVC	SC	VJC	VJHB	WR	BP	VJLI	LI	GI	OF	PCP	OS
SIC 208 Beverages									Pc		Pc	P			
SIC 2082 Brewery less than 5,000 sq. ft. in conjunction with a tap room	Pc	Pc	Pc		Pc		Pc	Pc	Pc		Pc	Pc			
SIC 2082 Brewery less than 10,000 sq. ft. in conjunction with a tap room	Pc	Pc			Pc			Pc	PC		Pc	Pc			
SIC 2082 Brewery over 10,000 sf, with or without a tap room									Pc		Pc	P			
5813 Drinking Places	Pc	Pc	Pc		Pc		Pc	Pc							
SIC 5813 Tap Room/Beer Parlor in conjunction with a brewery of less than 5,000 sq. ft.	Pc	Pc	Pc		Pc		Pc	Pc	Pc		Pc	Pc			
SIC 5813 Tap Room/Beer parlor in conjunction with a brewery greater than 5,000 sq. ft. and less than 10,000 sq. ft.	Pc	Pc			Pc			Pc	Pc		Pc	Pc			
SIC 5813 Tap Room/Beer Parlor in conjunction with brewery greater than 10,000 sq. ft.									Pc		Pc	Pc			

Section 3. Amendment. Title 9 (Zoning), Chapter 10 (Performance Measures), Section 4 (Specific Use Regulations), Paragraph A is hereby amended by adding the text in bold lettering:

14. Tap Rooms or Beer Parlors: In those districts where a tap room/beer parlor is allowed, the tap room/beer parlor shall only be allowed by approval of a permitted conditional use permit to operate in conjunction with a brewery. The brewery must have a Native Beer Brewery (NAB or NAAB) permit issued through the State of Iowa and a Class B beer license approved by the City. The Class B beer license shall be restricted to serving only those beers brewed on-site, plus a maximum of five (5) additional microbrewery or craft beers that are brewed off-site.

No Class LC liquor permit will be allowed in conjunction with the tap room.

Parking space requirements for a brewery with tap room/beer parlor will be calculated at the parking rate for 5813 Drinking Establishments for that portion of the brewery identified as the tap room/beer parlor. This parking calculation shall be in addition to the parking requirement for SIC 20 Food and Kindred Products for that portion of the brewery identified for production purposes.

Section 4. Amendment. Title 9 (Zoning), Chapter 10 (Performance Measures), Section 4 (Specific Use Regulations), Paragraph J, subparagraph 8 is hereby deleted.

~~8. Tap Rooms or Beer Parlors shall only be allowed by approval of a permitted conditional use permit to operate in conjunction with a brewery. The brewery must have a Native Beer Brewery (NAB or NAAB) permit issued through the State of Iowa and a Class B beer license approved by the City of West Des Moines. The tap room shall occupy no more than 20 percent of the gross square footage of the brewery or be no greater than 3,000 sq. ft. whichever is more restrictive. The Class B beer license shall be restricted to serving only those beers brewed on site, plus a maximum of five (5) additional micro-brewery beers that are brewed off site. No class LC liquor permit will be allowed in conjunction with the tap room; having such license will classify the establishment as a bar.~~

Section 5. Amendment. Title 9 (Zoning), Chapter 10 (Performance Measures), Section 4 (Specific Use Regulations), Paragraph K, subparagraph 9 is hereby deleted.

~~9. Tap Rooms or Beer Parlors shall only be allowed by approval of a permitted conditional use permit to operate in conjunction with a brewery. The brewery must have a Native Beer Brewery (NAB or NAAB) permit issued through the State of Iowa and a Class B beer license approved by the City of West Des Moines. The tap room shall occupy no more than 20 percent of the gross square footage of the brewery or be no greater than 3,000 sq. ft. whichever is more restrictive. The Class B beer license shall be restricted to serving only those beers brewed on site, plus a maximum of five (5) additional micro-brewery beers that are brewed off site. No class LC liquor permit will be allowed in conjunction with the tap room; having this license will classify the establishment as a bar.~~

Section 6. Amendment. Title 9 (Zoning), Chapter 15 (Off Street Parking and Loading), Section 7-E is hereby amended by adding the text in bold lettering and deleting the text in strikethrough lettering:

58 Eating and drinking places	
5813 Drinking places	<ul style="list-style-type: none"> 1.5 spaces per 100 square feet of GFA
5813 Tap Rooms/Beer parlor in conjunction with a brewery	<ul style="list-style-type: none"> 1.5 spaces per 100 square feet of GFA of the tap room/beer parlor in addition to that parking required of SIC 2082: Malt Beverages Food and Kindred Products
20 Food and Kindred Products	<ul style="list-style-type: none"> 3 spaces per 1,000 s. f. of G. F. A.
2082 Malt Beverages (breweries) in conjunction with tap room	<ul style="list-style-type: none"> 3 spaces per 1,000 square feet of GFA of the brewery plus 1.5 spaces per 100 square feet of GFA of the tap room/beer parlor

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. Violations and Penalties. 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 10. 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 11. Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

Passed by the City Council on the _____ day of _____, 2015, and approved this _____ day of _____, 2015.

Steven K. Gaer, Mayor

ATTEST:

Ryan T Jacobson
City Clerk

The foregoing Ordinance No. _____ was adopted by the Council for the City of West Des Moines, Iowa, on _____, 2015, and was published in the Des Moines Register on _____, 2015.

Ryan T. Jacobson
City Clerk

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

6(e)

DATE: August 24, 2015

ITEM:

- Public Hearing (5:35 p.m.)
South 8th Street to County Line Road to White Crane Road

FINANCIAL IMPACT:

The Engineering Estimate of construction cost was estimated to be \$1,961,611.50 for the South 8th Street from County Line Road to White Crane Road project. There were four (4) bids submitted with the low bid of \$1,691,963.55 being submitted by Concrete Technologies, Inc. Payments will be paid from budgeted account no. 4263.77.820.6.7910 with the ultimate funding intended to come from State RISE funding and the Alluvion TIF.

BACKGROUND:

This Public Hearing is on the matter of adoption of Plans, Specifications, Form of Contract and Estimate of Cost for the South 8th Street to County Line Road to White Crane Road project. Upon completion of the Public Hearing, a Resolution should be passed adopting the Plans and Specifications, Form of Contract, Estimate of Cost and Awarding the contract to Concrete Technologies, Inc.

This project is scheduled to be completed by May 31, 2016.

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 Concrete Technologies, Inc.

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

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	Des Moines Register
Dates(s) Published	August 14, 2015

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Works		
Date Reviewed	8/17/15		
Recommendation	Yes	No	Split

RESOLUTION

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST DES MOINES,
APPROVING Adopting Plans, Specifications, Form of Contract, and Estimate of Cost**

WHEREAS, on August 10, 2015 Plans, Specifications, Form of Contract, and Estimate of Cost were filed with the City Clerk for the following described public improvement:

**South 8th Street to County Line Road to White Crane Road
Project No. 0510-050-2014**

and,

WHEREAS, notice of hearing on Plans, Specifications, Form of Contract, and Estimate of Cost for said public improvements was published as required by law;

therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA, that the Plans, Specifications, Form of Contract, and Estimate of Cost for said public improvement are hereby approved.

PASSED AND ADOPTED this 24th day of **August, 2015**.

John Mickelson, Mayor Pro tem

ATTEST:

Ryan T. Jacobson, City Clerk

RESOLUTION

WHEREAS, the City Council of the City of West Des Moines has heretofore directed advertisement for bids for the following described public improvement:

**South 8th Street to County Line Road to White Crane Road
Project No. 0510-050-2014**

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 Concrete Technologies, Inc. of Grimes, Iowa, in the amount of \$1,691,963.55 is the lowest responsive, responsible bid received for said public improvement,

therefore;

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA, that a contract for the South 8th Street to County Line Road to White Crane Road Project is hereby awarded to Concrete Technologies, Inc. in the amount of \$1,691,963.55 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 the 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 this 24nd day of August, 2015.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

BID TABULATION

PROJECT: South 8th Street, White Crane Road to County Line Road Paving
OWNER: City of West Des Moines, Iowa

PROJECT NUMBER: 9083004
BID DATE: August 19, 2015

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNITS	Concrete Technologies, Inc			Hawkeye Paving Corporation			Alliance Construction Group		
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE			
2.1	CLEARING AND GRUBBING	1	LS	\$ 6,250.00	\$ 6,250.00	\$ 60,000.00	\$ 60,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	
2.2	EXCAVATION, CLASS 10, ROADWAY AND BORROW	15,991	CY	\$ 5.25	\$ 83,952.75	\$ 9.00	\$ 143,919.00	\$ 5.25	\$ 83,952.75	\$ 5.25	\$ 83,952.75	
2.3	TOPSOIL, STRIP, SALVAGE AND SPREAD	3,725	CY	\$ 9.45	\$ 35,201.25	\$ 11.00	\$ 40,975.00	\$ 9.00	\$ 33,525.00	\$ 9.00	\$ 33,525.00	
2.4	SUBGRADE PREPARATION	12,065	SY	\$ 3.15	\$ 38,004.75	\$ 4.00	\$ 48,260.00	\$ 3.25	\$ 39,211.25	\$ 3.25	\$ 39,211.25	
2.5	MODIFIED SUBBASE, 6"	6,814	SY	\$ 10.50	\$ 71,547.00	\$ 11.00	\$ 74,954.00	\$ 11.00	\$ 74,954.00	\$ 11.00	\$ 74,954.00	
2.6	ENGINEERING FABRIC	6,814	SY	\$ 4.75	\$ 32,366.50	\$ 3.00	\$ 20,442.00	\$ 5.00	\$ 34,070.00	\$ 5.00	\$ 34,070.00	
2.7	BELOW GRADE EXCAVATION (CORE OUT)	1,815	CY	\$ 10.00	\$ 18,150.00	\$ 12.00	\$ 21,780.00	\$ 10.00	\$ 18,150.00	\$ 10.00	\$ 18,150.00	
2.8	SUBGRADE TREATMENT - FLYASH	1,815	SY	\$ 11.55	\$ 20,963.25	\$ 12.00	\$ 21,780.00	\$ 12.00	\$ 21,780.00	\$ 12.00	\$ 21,780.00	
4.1	STORM SEWER, TRENCHED, RCP 2000D, 18"	970	LF	\$ 82.00	\$ 79,540.00	\$ 59.00	\$ 57,230.00	\$ 66.00	\$ 64,020.00	\$ 66.00	\$ 64,020.00	
4.2	STORM SEWER, TRENCHED, RCP 2000D, 18"	98	LF	\$ 93.00	\$ 9,114.00	\$ 101.00	\$ 9,898.00	\$ 90.00	\$ 8,820.00	\$ 90.00	\$ 8,820.00	
4.3	STORM SEWER, TRENCHED, RCP 2000D, 24"	219	LF	\$ 110.00	\$ 24,090.00	\$ 98.00	\$ 21,462.00	\$ 95.00	\$ 20,805.00	\$ 95.00	\$ 20,805.00	
4.4	STORM SEWER, TRENCHED, RCP 2000D, 30"	243	LF	\$ 114.00	\$ 27,702.00	\$ 142.00	\$ 34,506.00	\$ 115.00	\$ 27,945.00	\$ 115.00	\$ 27,945.00	
4.5	STORM SEWER, TRENCHED, RCP 2000D, 42"	74	LF	\$ 238.00	\$ 17,612.00	\$ 240.00	\$ 17,760.00	\$ 250.00	\$ 18,500.00	\$ 250.00	\$ 18,500.00	
4.6	REMOVE STORM SEWER PIPE LESS THAN OR EQUAL TO 36 IN.	66	LF	\$ 12.25	\$ 808.50	\$ 25.00	\$ 1,650.00	\$ 30.00	\$ 1,980.00	\$ 30.00	\$ 1,980.00	
4.7	SUBDRAIN, TYPE 1 (LONGITUDINAL SUBDRAIN), PVC, 6"	4,334	LF	\$ 14.25	\$ 61,759.50	\$ 18.00	\$ 78,012.00	\$ 21.00	\$ 91,014.00	\$ 21.00	\$ 91,014.00	
4.8	SUBDRAIN OUTLETS AND CONNECTIONS	30	EACH	\$ 315.00	\$ 9,450.00	\$ 300.00	\$ 9,000.00	\$ 250.00	\$ 7,500.00	\$ 250.00	\$ 7,500.00	
4.9	SUBDRAIN CLEANOUT, TYPE A-1, PVC, 6"	3	EACH	\$ 475.00	\$ 1,425.00	\$ 900.00	\$ 2,700.00	\$ 650.00	\$ 1,950.00	\$ 650.00	\$ 1,950.00	
4.1	SUBDRAIN OUTLET (DR-304)	6	EACH	\$ 605.00	\$ 3,630.00	\$ 700.00	\$ 4,200.00	\$ 550.00	\$ 3,300.00	\$ 550.00	\$ 3,300.00	
5.1	HYDRANT ADJUSTED	4	EACH	\$ 900.00	\$ 3,600.00	\$ 2,000.00	\$ 8,000.00	\$ 4,000.00	\$ 16,000.00	\$ 4,000.00	\$ 16,000.00	
5.2	WATER VALVE BOX ADJUSTED	4	EACH	\$ 200.00	\$ 800.00	\$ 400.00	\$ 1,600.00	\$ 800.00	\$ 3,200.00	\$ 800.00	\$ 3,200.00	
6.3	STORM SEWER MANHOLE, SW-401, 48"	3	EACH	\$ 3,185.00	\$ 9,555.00	\$ 3,700.00	\$ 11,100.00	\$ 3,800.00	\$ 11,400.00	\$ 3,800.00	\$ 11,400.00	
6.4	STORM SEWER MANHOLE, SW-401, 72"	1	EACH	\$ 8,750.00	\$ 8,750.00	\$ 9,500.00	\$ 9,500.00	\$ 8,500.00	\$ 8,500.00	\$ 8,500.00	\$ 8,500.00	
6.5	STORM SEWER MANHOLE, SW-401, 96"	1	EACH	\$ 13,685.00	\$ 13,685.00	\$ 15,000.00	\$ 15,000.00	\$ 13,000.00	\$ 13,000.00	\$ 13,000.00	\$ 13,000.00	
6.6	STORM SEWER INTAKE, SW-505	18	EACH	\$ 4,220.00	\$ 75,960.00	\$ 5,500.00	\$ 99,000.00	\$ 5,000.00	\$ 90,000.00	\$ 5,000.00	\$ 90,000.00	
6.7	STORM SEWER INTAKE, SW-506	1	EACH	\$ 8,975.00	\$ 8,975.00	\$ 7,400.00	\$ 7,400.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	
6.8	STORM SEWER INTAKE, SPECIAL	6	EACH	\$ 14,025.00	\$ 84,150.00	\$ 11,000.00	\$ 66,000.00	\$ 13,000.00	\$ 78,000.00	\$ 13,000.00	\$ 78,000.00	
7.1	PCC PAVEMENT, REINFORCED, 8.5"	8,532	SY	\$ 67.00	\$ 571,644.00	\$ 62.00	\$ 528,984.00	\$ 78.00	\$ 665,496.00	\$ 78.00	\$ 665,496.00	
7.2	PCC PAVEMENT, REINFORCED, 9"	2,088	SY	\$ 95.50	\$ 199,404.00	\$ 69.00	\$ 144,072.00	\$ 84.00	\$ 175,392.00	\$ 84.00	\$ 175,392.00	
7.3	PCC PAVEMENT SAMPLES AND TESTING	1	LS	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	
7.4	GRANULAR SURFACING	313	TON	\$ 33.75	\$ 10,563.75	\$ 31.00	\$ 9,703.00	\$ 35.00	\$ 10,955.00	\$ 35.00	\$ 10,955.00	
7.5	SIDEWALK, PCC, 4"	17	SY	\$ 62.00	\$ 1,054.00	\$ 78.00	\$ 1,326.00	\$ 65.00	\$ 1,105.00	\$ 65.00	\$ 1,105.00	
7.6	SIDEWALK, PCC, 6"	43	SY	\$ 63.00	\$ 2,709.00	\$ 76.00	\$ 3,268.00	\$ 65.00	\$ 2,795.00	\$ 65.00	\$ 2,795.00	
7.7	RECREATIONAL TRAIL, PCC, REINFORCED, 6"	718	SY	\$ 49.00	\$ 35,182.00	\$ 45.00	\$ 32,310.00	\$ 55.00	\$ 39,490.00	\$ 55.00	\$ 39,490.00	
7.8	SPECIAL COMPACTION OF SUBGRADE FOR RECREATIONAL TRAIL	718	SY	\$ 5.75	\$ 4,128.50	\$ 4.00	\$ 2,872.00	\$ 6.00	\$ 4,308.00	\$ 6.00	\$ 4,308.00	
7.9	DETECTABLE WARNING	50	SF	\$ 30.00	\$ 1,500.00	\$ 40.00	\$ 2,000.00	\$ 45.00	\$ 2,250.00	\$ 45.00	\$ 2,250.00	
7.1	REMOVAL OF PAVEMENT	1,395	SY	\$ 12.00	\$ 16,740.00	\$ 10.00	\$ 13,950.00	\$ 12.00	\$ 16,740.00	\$ 12.00	\$ 16,740.00	
8.1	TRAFFIC CONTROL	1	LS	\$ 30,000.00	\$ 30,000.00	\$ 10,000.00	\$ 10,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	
8.2	PAINTED PAVEMENT MARK, WATERBORNE/SOLVENT	63	STA	\$ 50.00	\$ 3,150.00	\$ 50.00	\$ 3,150.00	\$ 45.00	\$ 2,835.00	\$ 45.00	\$ 2,835.00	
9.1	CONVENTIONAL SEEDING, FERTILIZING AND MULCHING, URBAN	3	ACRE	\$ 1,680.00	\$ 4,368.00	\$ 1,800.00	\$ 4,680.00	\$ 2,000.00	\$ 5,200.00	\$ 2,000.00	\$ 5,200.00	

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNITS	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
9.2	CONVENTIONAL SEEDING, FERTILIZING AND MULCHING, RURAL	2	ACRE	\$ 1,680.00	\$ 3,360.00	\$ 1,800.00	\$ 3,600.00	\$ 1,000.00	\$ 2,000.00
9.3	CONVENTIONAL SEEDING, FERTILIZING AND MULCHING, TEMPORARY	5	ACRE	\$ 710.00	\$ 3,266.00	\$ 750.00	\$ 3,450.00	\$ 850.00	\$ 3,910.00
9.4	SILT FENCE	8,489	LF	\$ 1.60	\$ 13,582.40	\$ 1.50	\$ 12,733.50	\$ 1.50	\$ 12,733.50
9.5	SILT FENCE FOR DITCH CHECKS	360	LF	\$ 2.10	\$ 756.00	\$ 2.00	\$ 720.00	\$ 1.50	\$ 540.00
9.6	SILT FENCE OR SILT FENCE FOR DITCH CHECKS, REMOVAL OF	8,489	LF	\$ 0.10	\$ 848.90	\$ 0.10	\$ 848.90	\$ 0.25	\$ 2,122.25
9.7	SILT FENCE OR SILT FENCE FOR DITCH CHECKS, REMOVAL OF DEVICE	360	LF	\$ 1.60	\$ 576.00	\$ 2.00	\$ 720.00	\$ 0.25	\$ 90.00
9.8	REVEGETMENT, CLASS E	22	TON	\$ 60.50	\$ 1,331.00	\$ 98.00	\$ 2,156.00	\$ 100.00	\$ 2,200.00
9.9	WATTLES, STRAW, 12"	5,000	LF	\$ 2.10	\$ 10,500.00	\$ 2.00	\$ 10,000.00	\$ 2.50	\$ 12,500.00
9.10	WATTLES, REMOVED	5,000	LF	\$ 0.25	\$ 1,250.00	\$ 0.20	\$ 1,000.00	\$ 0.50	\$ 2,500.00
9.11	SWPPP	1	LS	\$ 3,675.00	\$ 3,675.00	\$ 4,000.00	\$ 4,000.00	\$ 5,000.00	\$ 5,000.00
9.12	INLET PROTECTION DEVICE, INSTALLATION	25	EACH	\$ 115.00	\$ 2,875.00	\$ 120.00	\$ 3,000.00	\$ 80.00	\$ 2,000.00
9.13	INLET PROTECTION DEVICE, MAINTENANCE	100	EACH	\$ 13.25	\$ 1,325.00	\$ 13.00	\$ 1,300.00	\$ 40.00	\$ 4,000.00
9.14	TURF REINFORCEMENT MATS, TYPE 1	18	SQ	\$ 68.25	\$ 1,228.50	\$ 70.00	\$ 1,260.00	\$ 55.00	\$ 990.00
9.15	CONCRETE WASHOUT	1	LS	\$ 3,675.00	\$ 3,675.00	\$ 3,000.00	\$ 3,000.00	\$ 5,000.00	\$ 5,000.00
9.16	FIELD FENCE REMOVAL AND REPLACEMENT	110	LF	\$ 21.00	\$ 2,310.00	\$ 20.00	\$ 2,200.00	\$ 20.00	\$ 2,200.00
11.1	CONSTRUCTION SURVEY	1	LS	\$ 8,820.00	\$ 8,820.00	\$ 16,000.00	\$ 16,000.00	\$ 27,000.00	\$ 27,000.00
11.2	RAILING, FURNISH AND INSTALL	1	LS	\$ 2,100.00	\$ 2,100.00	\$ 15,000.00	\$ 15,000.00	\$ 12,000.00	\$ 12,000.00
	TOTAL				\$ 1,691,963.55		\$ 1,726,431.40		\$ 1,887,928.75

BID TABULATION

PROJECT: South 8th Street, White Crane Road to County Line Road Paving
OWNER: City of West Des Moines, Iowa

PROJECT NUMBER: 9083004
BID DATE: August 19, 2015

		Synergy Contracting							
ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNITS	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
2.1	CLEARING AND GRUBBING	1	LS	\$ 5,000.00	\$ 5,000.00		\$ -		\$ -
2.2	EXCAVATION, CLASS 10, ROADWAY AND BORROW	15,991	CY	\$ 5.00	\$ 79,955.00		\$ -		\$ -
2.3	TOPSOIL, STRIP, SALVAGE AND SPREAD	3,725	CY	\$ 9.00	\$ 33,525.00		\$ -		\$ -
2.4	SUBGRADE PREPARATION	12,065	SY	\$ 4.50	\$ 54,292.50		\$ -		\$ -
2.5	MODIFIED SUBBASE, 6"	6,814	SY	\$ 10.50	\$ 71,547.00		\$ -		\$ -
2.6	ENGINEERING FABRIC	6,814	SY	\$ 3.00	\$ 20,442.00		\$ -		\$ -
2.7	BELOW GRADE EXCAVATION (CORE OUT)	1,815	CY	\$ 10.50	\$ 19,057.50		\$ -		\$ -
2.8	SUBGRADE TREATMENT - PLYASH	1,815	SY	\$ 30.00	\$ 54,450.00		\$ -		\$ -
4.1	STORM SEWER, TRENCHED, RCP 2000D, 15"	970	LF	\$ 91.50	\$ 88,755.00		\$ -		\$ -
4.2	STORM SEWER, TRENCHED, RCP 2000D, 18"	98	LF	\$ 114.00	\$ 11,172.00		\$ -		\$ -
4.3	STORM SEWER, TRENCHED, RCP 2000D, 24"	219	LF	\$ 114.00	\$ 24,966.00		\$ -		\$ -
4.4	STORM SEWER, TRENCHED, RCP 2000D, 30"	243	LF	\$ 147.00	\$ 35,721.00		\$ -		\$ -
4.5	STORM SEWER, TRENCHED, RCP 2000D, 42"	74	LF	\$ 229.50	\$ 16,983.00		\$ -		\$ -
4.6	REMOVE STORM SEWER PIPE LESS THAN OR EQUAL TO 36 IN	66	LF	\$ 30.00	\$ 1,980.00		\$ -		\$ -
4.7	SUBDRAIN, TYPE I (LONGITUDINAL SUBDRAIN), PVC, 6"	4,334	LF	\$ 25.50	\$ 110,517.00		\$ -		\$ -
4.8	SUBDRAIN OUTLETS AND CONNECTIONS	30	EACH	\$ 390.00	\$ 11,700.00		\$ -		\$ -
4.9	SUBDRAIN CLEANOUT, TYPE A-1, PVC, 6"	3	EACH	\$ 750.00	\$ 2,250.00		\$ -		\$ -
4.10	SUBDRAIN OUTLET (DR-304)	6	EACH	\$ 562.50	\$ 3,375.00		\$ -		\$ -
5.1	HYDRANT ADJUSTED	4	EACH	\$ 1,500.00	\$ 6,000.00		\$ -		\$ -
5.2	WATER VALVE BOX ADJUSTED	4	EACH	\$ 375.00	\$ 1,500.00		\$ -		\$ -
6.3	STORM SEWER MANHOLE, SW-401, 48"	3	EACH	\$ 5,250.00	\$ 15,750.00		\$ -		\$ -
6.4	STORM SEWER MANHOLE, SW-401, 72"	1	EACH	\$ 11,250.00	\$ 11,250.00		\$ -		\$ -
6.5	STORM SEWER MANHOLE, SW-401, 96"	1	EACH	\$ 15,750.00	\$ 15,750.00		\$ -		\$ -
6.6	STORM SEWER INTAKE, SW-505	18	EACH	\$ 5,250.00	\$ 94,500.00		\$ -		\$ -
6.7	STORM SEWER INTAKE, SW-506	1	EACH	\$ 11,250.00	\$ 11,250.00		\$ -		\$ -
6.8	STORM SEWER INTAKE, SPECIAL	6	EACH	\$ 17,250.00	\$ 103,500.00		\$ -		\$ -
7.1	PCC PAVEMENT, REINFORCED, 8.5"	8,532	SY	\$ 73.00	\$ 622,836.00		\$ -		\$ -
7.2	PCC PAVEMENT, REINFORCED, 9"	2,088	SY	\$ 84.00	\$ 175,392.00		\$ -		\$ -
7.3	PCC PAVEMENT SAMPLES AND TESTING	1	LS	\$ 7,500.00	\$ 7,500.00		\$ -		\$ -
7.4	GRANULAR SURFACING	313	TON	\$ 30.00	\$ 9,390.00		\$ -		\$ -
7.5	SIDEWALK, PCC, 4"	17	SY	\$ 60.00	\$ 1,020.00		\$ -		\$ -
7.6	SIDEWALK, PCC, 6"	43	SY	\$ 67.50	\$ 2,902.50		\$ -		\$ -
7.7	RECREATIONAL TRAIL, PCC, REINFORCED, 6"	718	SY	\$ 75.00	\$ 53,850.00		\$ -		\$ -
7.8	SPECIAL COMPACTION OF SUBGRADE FOR RECREATIONAL TRAIL	718	SY	\$ 4.50	\$ 3,231.00		\$ -		\$ -
7.9	DETECTABLE WARNING	50	SF	\$ 52.50	\$ 2,625.00		\$ -		\$ -
7.10	REMOVAL OF PAVEMENT	1,395	SY	\$ 12.00	\$ 16,740.00		\$ -		\$ -
8.1	TRAFFIC CONTROL	1	LS	\$ 11,250.00	\$ 11,250.00		\$ -		\$ -
8.2	PAINTED PAVEMENT MARK, WATERBORNE/SOLVENT	63	STA	\$ 64.50	\$ 4,063.50		\$ -		\$ -
9.1	CONVENTIONAL SEEDING, FERTILIZING AND MULCHING, URBAN	3	ACRE	\$ 2,400.00	\$ 6,240.00		\$ -		\$ -

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNITS	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
9.2	CONVENTIONAL SEEDING, FERTILIZING AND MULCHING, RURAL	2	ACRE	\$ 2,400.00	\$ 4,800.00	\$ -	\$ -	\$ -	\$ -
9.3	CONVENTIONAL SEEDING, FERTILIZING AND MULCHING, TEMPORARY	5	ACRE	\$ 1,012.50	\$ 4,657.50	\$ -	\$ -	\$ -	\$ -
9.4	SILT FENCE	8,489	LF	\$ 2.25	\$ 19,100.25	\$ -	\$ -	\$ -	\$ -
9.5	SILT FENCE FOR DITCH CHECKS	360	LF	\$ 3.00	\$ 1,080.00	\$ -	\$ -	\$ -	\$ -
9.6	SILT FENCE OR SILT FENCE FOR DITCH CHECKS, REMOVAL OF	8,489	LF	\$ 0.15	\$ 1,273.35	\$ -	\$ -	\$ -	\$ -
9.7	SILT FENCE OR SILT FENCE FOR DITCH CHECKS, REMOVAL OF DEVICE	360	LF	\$ 2.25	\$ 810.00	\$ -	\$ -	\$ -	\$ -
9.8	REVEGETMENT, CLASS E	22	TON	\$ 52.50	\$ 1,155.00	\$ -	\$ -	\$ -	\$ -
9.9	WATTLES, STRAW, 12"	5,000	LF	\$ 3.00	\$ 15,000.00	\$ -	\$ -	\$ -	\$ -
9.10	WATTLES, REMOVED	5,000	LF	\$ 0.30	\$ 1,500.00	\$ -	\$ -	\$ -	\$ -
9.11	SWPPP	1	LS	\$ 5,250.00	\$ 5,250.00	\$ -	\$ -	\$ -	\$ -
9.12	INLET PROTECTION DEVICE, INSTALLATION	25	RACH	\$ 165.00	\$ 4,125.00	\$ -	\$ -	\$ -	\$ -
9.13	INLET PROTECTION DEVICE, MAINTENANCE	100	EACH	\$ 18.75	\$ 1,875.00	\$ -	\$ -	\$ -	\$ -
9.14	TURF REINFORCEMENT MATS, TYPE I	18	SQ	\$ 97.50	\$ 1,755.00	\$ -	\$ -	\$ -	\$ -
9.15	CONCRETE WASHOUT	1	LS	\$ 1,500.00	\$ 1,500.00	\$ -	\$ -	\$ -	\$ -
9.16	FIELD FENCE REMOVAL AND REPLACEMENT	110	LF	\$ 22.50	\$ 2,475.00	\$ -	\$ -	\$ -	\$ -
11.1	CONSTRUCTION SURVEY	1	LS	\$ 17,700.00	\$ 17,700.00	\$ -	\$ -	\$ -	\$ -
11.2	RAILING, FURNISH AND INSTALL	1	LS	\$ 7,987.50	\$ 7,987.50	\$ -	\$ -	\$ -	\$ -
	TOTAL				\$ 1,914,271.60				

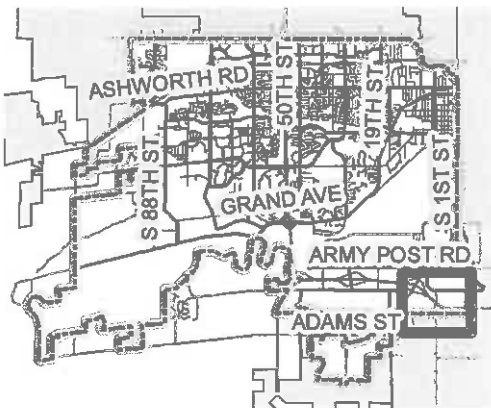
I hereby certify that this is a true and correct tabulation of bids
Received August 19, 2015, for South 8th Street, White Crane Road
To County Line Road Paving – City of West Des Moines, Iowa

Carl W. Elshire

Carl W. Elshire, P.E. License No. 16588 August 19, 2015 Date



VICINITY MAP



LEGEND

PROJECT LOCATION



**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: BJM

DATE: 8/5/2015

SHT. 1 OF 1

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

DATE: August 24, 2015

ITEM:

- Public Hearing (5:35 p.m.)
2014 Sidewalk Improvement Program – Phase I

FINANCIAL IMPACT:

The Engineering Estimate of construction cost was estimated to be \$286,737.43 for the 2014 Sidewalk Improvement Program –Phase I. There were two (2) bid(s) submitted with the low bid of \$209,229.95 being submitted by Coluzzi Construction LLC of Des Moines, Iowa. Payments to the Contractor will be made from budgeted account number 4254.75.820.6.7910. The City’s share of the proposed assessment project was originally estimated to be \$34,379.15. All remaining costs will be Specially Assessed to benefited property owners in accordance with the Preliminary Plat and Schedule of Assessments.

BACKGROUND:

This project will repair the sidewalks in the areas shown on the attachment.

Work is scheduled to start in the near future. The City desires to have all sidewalk repairs completed by November 14, 2015, with restoration to be completed by May 17, 2016.

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 Coluzzi Construction LLC.

Lead Staff Member: Joseph C. Cory, P.E., Deputy Public Works Director

STAFF REVIEWS

Department Director	Bret Hodne, Public Works Director
Appropriations/Finance	Tim Stiles, Finance Director <i>TS</i>
Legal	Richard Scieszinski, City Attorney
Agenda Acceptance	<i>KTG</i>

PUBLICATION(S) (if applicable)

Published In	The Des Moines Register
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Works		
Date Reviewed	August 17, 2015		
Recommendation	Yes	No	Split

RESOLUTION

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST DES MOINES,
APPROVING Adopting Plans, Specifications, Form of Contract, and Estimate of Cost**

WHEREAS, on August 19, 2015, Plans, Specifications, Form of Contract, and Estimate of Cost were filed with the City Clerk for the following described public improvement:

**2014 Sidewalk Improvement Program – Phase I
Project No. 0510-036-2014**

and,

WHEREAS, notice of hearing on Plans, Specifications, Form of Contract, and Estimate of Cost for said public improvements was published as required by law;

therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA, that the Plans, Specifications, Form of Contract, and Estimate of Cost for said public improvement are hereby approved.

PASSED AND ADOPTED on this 24th day of August, 2015.

ATTEST:

John Mickelson, Mayor Pro Tem

Ryan T. Jacobson, CMC
City Clerk

RESOLUTION

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST DES MOINES,
APPROVING Awarding Contract**

WHEREAS, the City Council of the City of West Des Moines has heretofore directed advertisement for bids for the following described public improvement:

**2014 Sidewalk Improvement Program – Phase I
Project No. 0510-036-2014**

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 Coluzzi Construction LLC in the amount of \$209,229.95 is the lowest responsive, responsible bid received for said public improvement,

therefore;

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA, that a contract for the 2014 Sidewalk Improvement Program – Phase I is hereby awarded to Coluzzi Construction LLC in the amount of \$209,229.95 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 or Deputy City Clerk and after the contractor is given a written notice to proceed by the City Engineer.

PASSED AND ADOPTED on this 24th day of August, 2015.

John Mickelson, Mayor Pro Tem

ATTEST:

Ryan T. Jacobson, CMC
City Clerk

BID TABULATION

2014 SIDEWALK IMPROVEMENT PROGRAM - PHASE I

WEST DES MOINES, IOWA

0510-036-2014



Engineer's Estimate

Bidder No. 1:

Coluzzi Construction LLC
2603 Douglas Ave.
Des Moines, IA 50310

Bidder No. 2:

TJ-Zack Concrete, Inc.
39352 221st Avenue
LeCenter, MN 56057

Bidder No. 3:

Description	Unit	Estimated Quantity	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1.1 4" Sidewalk-Remove/Replace	SF	15,951.00	\$10.25	\$163,497.75	\$9.45	\$150,736.95	\$12.00	\$191,412.00
1.2 4" Sidewalk-Place	SF	4,356.00	\$8.50	\$37,026.00	\$8.50	\$37,026.00	\$4.00	\$17,424.00
1.3 6" Sidewalk-Remove/Replace	SF	1,858.00	\$10.75	\$19,973.50	\$11.50	\$21,367.00	\$12.00	\$22,296.00
1.4 Additional Fill	TON	2.00	\$35.00	\$70.00	\$50.00	\$100.00	\$50.00	\$50.00
TOTAL BID (ITEMS)				\$220,567.25		\$209,229.95		\$231,232.00



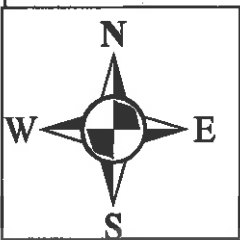
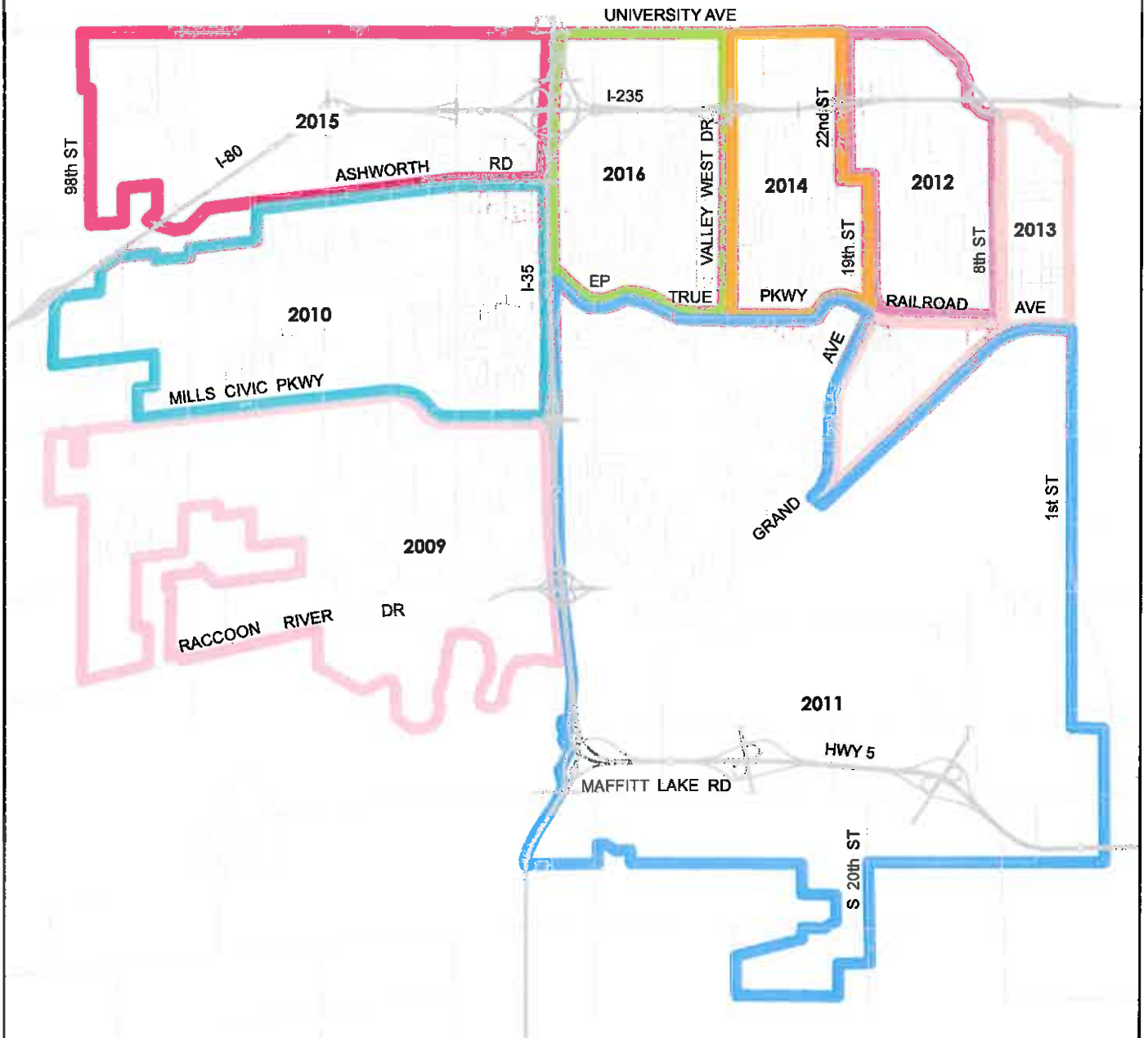
I hereby certify that this is a true tabulation of bids received on August 19, 2015 by the City of West Des Moines, Iowa, and that I am a duly licensed professional engineer under the laws of the state of Iowa.

Joseph C. Cory
Joseph C. Cory, P.E.
Date: *8/19/15*

Registration Expires December 31, 2016

Pages covered by this Seal: 1 of 1

2009 - 2016 Annual Sidewalk Improvement Project



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

DATE: August 24, 2015

ITEM: Valley South-Watson Center PUD Amendment, 3320 Westown Parkway – Amend the Valley South/Watson Center PUD to establish Regional Commercial zoning, amend allowed uses, and modify development regulations– The Shoppes at Valley West, LLC – ZC-002809-2015


MOTION: Refer to Plan and Zoning Commission

FINANCIAL IMPACT: Undetermined.

BACKGROUND: The Shoppes at Valley West, LLC, requests an amendment to the Valley South/Watson Center Planned Unit Development (PUD) to establish Regional Commercial zoning, revise the allowed uses, including a brewery with a tap room, and modify development standards.

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: Kara Tragesser, AICP 

STAFF REVIEWS:

Department Director	
Appropriations/Finance	
Legal	
Agenda Acceptance	

PUBLICATION(S) (if applicable)

Published In	n/a
Date(s) Published	n/a
Letter sent to surrounding property owners	n/a

SUBCOMMITTEE REVIEW (if applicable)

Committee	n/a		
Date Reviewed			
Recommendation	Yes	No <input type="checkbox"/>	Split <input type="checkbox"/>

ATTACHMENTS:

Exhibit I - Location Map

Location Map

Valley South/Watson Center

3320 Westtown Parkway

