

CITY OF WEST DES MOINES

COUNCIL AGENDA

date: March 7, 2016

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 February 22, 2016 Meeting
- b. Motion - Approval of Bill Lists
- c. Motion - Approval of Liquor Licenses:
 - 1. Coach's Pizza, LLC d/b/a Coach's Pizza, 560 South Prairie View Drive - Class LC Liquor License with Sunday Sales, Outdoor Service, and Catering Privileges - Renewal
 - 2. Git N Go Convenience Stores, Inc. d/b/a Git N Go Convenience Store #4, 1325 Grand Avenue - Class BC Beer Permit with Sunday Sales - Renewal
 - 3. Hy-Vee, Inc. d/b/a Hy-Vee Gas #4, 665 South 51st Street - Class BC Beer Permit with Sunday Sales - Renewal
 - 4. JLS Vending, Inc. d/b/a The Oasis, 2500 Grand Avenue (softball complex) - Class BB Beer Permit with Sunday Sales and Outdoor Service Privileges - Renewal
 - 5. W West Investments, LLC d/b/a Wellman's West, 597 Market Street - Class LC Liquor License with Sunday Sales and Outdoor Service Privileges - Renewal
 - 6. W West Investments, LLC d/b/a Wellman's West Rooftop, 597 Market Street (Rooftop) - Class LC Liquor License with Sunday Sales and Outdoor Service Privileges - Renewal
 - 7. W2005/Fargo Hotels (Pool C) Realty, LP d/b/a West Des Moines Residence Inn, 160 South Jordan Creek Parkway - Special Class C Liquor License - Renewal
- d. Motion - Approval of Reappointments - Bicycle Advisory Commission
- e. Motion - Approval to Purchase - Fire Department Class "A" Fire Engine

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- f. Motion - Approval of Grant Applications - WDM Human Services:
 - 1. Polk County Community Betterment Grant
 - 2. Sammons Financial Group
- g. Motion - Approval of Grant Contract - Iowa Department of Agriculture and Land Stewardship Water Quality Initiative Grant - Woodland Hills Park Water Quality Improvements
- h. Motion - Approval of Agreement - "Art on the Trail"
- i. Motion - Approval of Professional Services Agreement - Woodland Hills Greenway Trail
- j. Motion - Approval of Amendment #1 to Professional Services Agreement - Miscellaneous Land Surveying Services
- k. Motion - Approval of Change Order #3 - 2015 PCC Patching Program Phase I
- l. Resolution - Approval of Special Assessments - Nuisance Abatements (Sidewalks)
- m. Resolution - Acceptance of Bids with City of Clive - University Avenue HMA Resurfacing, I-35 to 22nd Street
- n. Resolution - Order Construction:
 - 1. Intersection Improvements - 50th Street and Stonebridge Road Traffic Signal
 - 2. 88th Street Trail Connection
 - 3. Holiday Park Girls Softball Improvements
- o. Resolution - Approval of Professional Services Agreement - Valley Junction Alleys, Phase 5
- p. Resolution - Approval of Gas Main Relocation Agreement with Mid-American Energy - South 88th Street Improvements Project
- q. Resolution - Approval of IEDA Economic Development Assistance Contract - INTL FC Stone
- r. Resolution - Approval and Acceptance of Purchase Agreements, Deed, and Easements:
 - 1. South 60th Street Improvements Project
 - 2. South 88th Street Improvements Project

5. Old Business

- a. 2016-17 FY Hotel/Motel Tax Allocations - City Initiated
 - 1. Motion - Approval of Subcommittee Recommendation

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

- a. Amendment to City Code - Title 4 (Health and Safety Regulations), Chapter 4 (Nuisances) and Title 9 (Zoning), Chapter 10 (Performance Standards) and Chapter 14 (Accessory Structures) - Establish Regulations Pertaining to Solar Energy Systems - City Initiated (Continued from December 14, 2015, January 11, 2016, and February 8, 2016)
 - 1. Motion - Continue Public Hearing to April 18, 2016

- b. Amendment to City Code - Title 9 (Zoning), Chapter 2 (Zoning Rules and Definitions), Chapter 6 (Commercial, Office, and Industrial Zoning District), Chapter 10 (Performance Standards), and Chapter 15 (Off-Street Parking and Loading) - Establish Standards and Regulations Related to Indoor Self-Storage or Mini-Warehousing Facilities - City Initiated (Continued from January 26, 2016 and February 8, 2016)
 - 1. Ordinance - Approval of First Reading
- c. Amendment to City Code - Title 9 (Zoning), Chapter 5 (Agricultural/Open Space and Residential Zoning Districts) and Chapter 10 (Performance Standards) - Amend City Code to Allow SIC 0279-9901: Apiary (Bee and Honey Farm/Beekeeping) as a Permitted Use in All Single Family Residential and Manufactured Housing Zoning Districts and Add Language to City Code Identifying Specific Regulations and Requirements for Beekeeping Operating Under SIC 0290-9901 - City Initiated
 - 1. Ordinance - Approval of First Reading
- d. Outlot S, Corrected Michael's Landing Plat 1 - Conveyance of Property - Community Business Lenders Service Company, LLC
 - 1. Resolution - Approval of Conveyance Property
- e. 2016 PCC Reconstruction Program - City Initiated
 - 1. Resolution - Approval of Plans and Specifications
 - 2. Motion - Receive and File Report of Bids
 - 3. Resolution - Award Contract
- f. 2014 Street Rehabilitation Sidewalk Ramp Program - City Initiated
 - 1. Resolution - Approval of Plans and Specifications
 - 2. Motion - Receive and File Report of Bids
 - 3. Resolution - Award Contract

7. New Business

- a. Eldorado Estates Plat 1, 1450 South Jordan Creek Parkway - Subdivide Property into 14 Lots for Single Family Development, One Street Lot, and One Outlot - Chayse Holdings, LLC
 - 1. Resolution - Approval and Release of Final Plat
- b. Southwoods Plat 2, 5003 EP True Parkway - Subdivide Property into Two Commercial Lots and Two Street Lots - Kum & Go, LC
 - 1. Resolution - Approval and Release of Final Plat
- c. Sleep Inn, 885 South 51st Street - Construct a 67 Room Hotel - Woodside Business Park, LLC
 - 1. Resolution - Approval of Site Plan
- d. Alluvion DSM08, 550 SE White Crane Road - Approval of Site Plan for Phase 3 Data Center Construction - Microsoft Corporation
 - 1. Resolution - Approval of Site Plan

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- e. Alluvion DSM07, 550 SE White Crane Road - Approval of Site Plan for Phase 4 Data Center Construction - Microsoft Corporation
 - 1. Resolution - Approval of Site Plan

- f. Amendment to City Code - Title 7 (Public Ways and Property), Chapter 11 (Park Regulations) - Tobacco Free Parks - City Initiated
 - 1. Ordinance - Approval of First Reading

8. Receive, File and/or Refer

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.

February 22, 2016

West Des Moines City Council Proceedings
Monday, February 22, 2016

Mayor Steven K. Gaer opened the regularly scheduled meeting of the City Council of West Des Moines, Iowa, in the Council Chambers of the West Des Moines City Hall on Monday, February 22, 2016 at 5:30 PM. Council members present were: J. Mickelson, J. Sandager, K. Trevillyan, and R. Trimble.

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

Vote 16-045: Mickelson, Sandager, Trevillyan, Trimble...4 yes
Motion carried.

On Item 2. Public Forum: No one came forward.

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

Police Chief Shaun LaDue introduced Police Officer John Alex Curtis, who was then sworn in by Mayor Gaer.

Fire Chief Craig Leu introduced Fire Lieutenant Vince DeBoer, who was then sworn in by Mayor Gaer.

Greg Edwards, President and CEO of the Greater Des Moines Convention and Visitors Bureau, gave an update on his organization's activities over the past year, stating it brought approximately \$109 million in economic impact to the Des Moines metro during 2015.

Council member Trimble reported the Finance and Administration Subcommittee met and discussed the possible creation of a SSMID (self-supported municipal improvement district) for the Valley Junction Business District, and noted that the subcommittee recommended approval of the district only if they can get support from 50 percent of the property owners within the proposed district, as opposed to the state requirement of 25 percent. The subcommittee also discussed the proposed High Quality Jobs application from Businessolver.com, possible economic development incentives for FC Stone, and potential updates to the City's purchasing policy. He also reported the City has now transitioned its banking services to West Bank and its investments to Miles Capital.

On Item 4. Consent Agenda.

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

February 22, 2016

- a. Approval of Minutes of February 8, 2016 Meeting
- b. Approval of Bill Lists
- c. Approval of Liquor Licenses:
 - 1. Lin Corporation d/b/a China Garden, 2020 Grand Avenue, Suite 1300 - Class BW Permit with Sunday Sales - Renewal
 - 2. Coppi Enterprise, LLC d/b/a Dino's, 5962 Ashworth Road - Class LC Liquor License with Sunday Sales - New
 - 3. Famous Dave's Ribs, Inc. d/b/a Famous Dave's, 1720 22nd Street - Class LC Liquor License with Sunday Sales - Renewal
 - 4. Hy-Vee, Inc. d/b/a Hy-Vee #4, 555 South 51st Street - Class LE Liquor License with Carryout Wine, Carryout Beer, and Sunday Sales - Renewal
 - 5. Hy-Vee, Inc. d/b/a Hy-Vee Meeting Room, 1725 Jordan Creek Parkway - Transfer Location Temporarily to 1236 Jordan Creek Parkway (SpringHill Suites) - March 10, 2016
 - 6. Kum & Go LC d/b/a Kum & Go #66, 5308 University Avenue - Class LE Liquor License with Carryout Wine, Carryout Beer, and Sunday Sales - Renewal
 - 7. Anything Improv, LLC, d/b/a The Last Laugh Comedy Theater, 1701 25th Street - Class LC Liquor License with Sunday Sales and Catering Privileges - Renewal
 - 8. Rogers Entertainment, Ltd., d/b/a Legends American Grill, 640 South 50th Street, Suite 2110 - Class LC Liquor License with Sunday Sales and Outdoor Service - Renewal
 - 9. Sri Ganesh, LLC d/b/a Paradise Biryani Pointe, 6630 Mills Civic Parkway, Suite 3102 - Class BW Permit with Native Wine and Sunday Sales - Renewal
 - 10. Samurai Sushi & Hibachi Restaurant, Inc. d/b/a Samurai Sushi & Hibachi Restaurant, 7125 Mills Civic Parkway, Suite 110 - Class LC Liquor License with Sunday Sales - Renewal
 - 11. Team United Roller Derby d/b/a Team United Roller Derby, 2019 Grand Avenue (Skate West) - 5-Day Class BB Permit for Event on March 5, 2016 - New
 - 12. The Wine Experience at Younkers Jordan Creek, LC, d/b/a The Wine Experience at Younkers Jordan Creek, 101 Jordan Creek Parkway, Building 6000 - Class BW Permit with Carryout Wine and Sunday Sales - Renewal
 - 13. Cost Plus, Inc. d/b/a World Market, 4100 University Avenue, Suite 210 - Class BC Beer Permit with Carryout Wine and Sunday Sales - Renewal
- d. Approval of Extended Sound Permit - Glen Oaks Country Club, 1401 Glen Oaks Drive
- e. Approval of Appointment - Board of Adjustment
- g. Approval of Agreement Amendment - Raccoon River Park Softball Complex Irrigation
- h. Order Construction:
 - 1. 2014 Street Rehabilitation Sidewalk Ramp Program
 - 2. 2016 PCC Reconstruction Program
- i. Accept Work - 2015 Sewer Rehabilitation Program
- j. Approval of Compensation - City Attorney
- k. Approval of High Quality Jobs Program Application - Businessolver.com, Inc.

February 22, 2016

- l. Acceptance of Public Improvements - Mills Crossing (Turn Lanes, Median Improvements and Sanitary Sewer)
- m. Approval and Acceptance or Purchase Agreements, Deeds and Easements - South 60th Street Improvements Project
- n. Affirming Development Requirements Related to Transfer of Property - Hurd Real Estate Services, Inc.
- o. Approval of Access Agreements with Martin Marietta Corporation and Raccoon River Land Company, LLC Related to the Grand Prairie Parkway Improvement Project

Vote 16-046: Mickelson, Sandager, Trevillyan, Trimble...4 yes
Motion carried.

On Item 4(f) Approval of Renaming of West Des Moines Community Center

Council member Trevillyan inquired how staff reached the recommendation to rename it the "Valley Junction Activity Center".

Gary Scott, Director of Parks and Recreation, responded staff brainstormed 80 to 100 possible names for the facility and "Valley Junction Activity Center" was recommended to the Parks and Recreation Advisory Board, and they approved it, so that is the name being recommended to the Council tonight. He stated staff conducted Google searches and "Valley Junction Activity Center" was one name that did not generate results for other facilities that could cause confusion. He also stated the name meets the criteria to define what the facility is.

Council member Trevillyan inquired if the Council could defer on renaming the facility until the remodeling is complete and the use of the facility is better defined.

Mr. Scott stated the current name does create confusion with Polk County's Westside Community Center, so staff would prefer to change the name at this time.

It was moved by Mickelson, second by Sandager to approve Item 4(f) Approval of Renaming of West Des Moines Community Center.

Vote 16-047: Mickelson, Sandager, Trevillyan, Trimble...4 yes
Motion carried.

On Item 5(a) Village of Ponderosa, east of South 60th Street at Village View Drive - Amend Specific Plan Ordinance to Modify Commercial Wall Signage Regulations, initiated by W West Investments, LLC

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

February 22, 2016

Vote 16-048: Mickelson, Sandager, Trevillyan, Trimble...4 yes
Motion carried.

The City Clerk read the preamble to the ordinance.

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

Vote 16-049: Mickelson, Sandager, Trevillyan, Trimble...4 yes
Motion carried.

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

Vote 16-050: Mickelson, Sandager, Trevillyan, Trimble...4 yes
Motion carried.

On Item 5(b) Amendment to City Code - Title 6 (Motor Vehicles and Traffic), Chapter 9 (Traffic Schedules), Section 1 (Official Traffic Controls) - Grand Avenue and I-35 Ramps, initiated by the City of West Des Moines

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

Council member Trevillyan inquired when these traffic signals will have electrical power.

Bret Hodne, Public Works Director, responded staff is waiting for Mid-American Energy to provide the electric service to these traffic signals but anticipates it will be within the next couple weeks.

Vote 16-051: Mickelson, Sandager, Trevillyan, Trimble...4 yes
Motion carried.

The City Clerk read the preamble to the ordinance.

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

Vote 16-052: Mickelson, Sandager, Trevillyan, Trimble...4 yes
Motion carried.

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

Vote 16-053: Mickelson, Sandager, Trevillyan, Trimble...4 yes
Motion carried.

February 22, 2016

On Item 6(a) Mayor Gaer indicated this was the time and place for a public hearing to consider 2016-17 FY Operating and Capital Budget, 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 February 12, 2016 in the Des Moines Register. Mayor Gaer asked if any written comments had been received. The City Clerk stated none had been received.

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

City Manager Tom Hadden stated the proposed budget will keep the tax rate constant, and it adds ten new positions, most of which will be in the public safety departments. He noted the budget has been vetted by the City Council during their budget workshop.

It was moved by Trevillyan, second by Sandager to adopt Motion - Approval of Budget.

The Council members commended staff for their time and efforts in preparing the proposed budget.

Vote 16-054: Mickelson, Sandager, Trevillyan, Trimble...4 yes
Motion carried.

On Item 6(b) Mayor Gaer indicated this was the time and place for a public hearing to consider Issuance of Not to Exceed \$9,100,000 Essential Corporate Purpose General Obligation Bonds, 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 February 11, 2016 in the Des Moines Register. Mayor Gaer asked if any written comments had been received. The City Clerk stated none had been received.

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

It was moved by Sandager, second by Trimble to adopt Resolution - Instituting Proceedings to Take Additional Action.

Vote 16-055: Mickelson, Sandager, Trevillyan, Trimble...4 yes
Motion carried.

On Item 6(c) Mayor Gaer indicated this was the time and place for a public hearing to consider Issuance of Not to Exceed \$700,000 General Corporate Purpose General Obligation Bonds, 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 February 11, 2016 in the Des Moines Register. Mayor Gaer asked if any written comments had been received. The City Clerk stated none had been received.

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

It was moved by Trimble, second by Sandager to adopt Resolution - Instituting Proceedings to Take Additional Action.

Vote 16-056: Mickelson, Sandager, Trevillyan, Trimble...4 yes
Motion carried.

On Item 6(d) Mayor Gaer indicated this was the time and place for a public hearing to consider SE Soteria Avenue - SE Pine Avenue to SE Willow Creek Drive, 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 February 12, 2016 in the Des Moines Register. Mayor Gaer asked if any written comments had been received. The City Clerk stated none had been received.

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

It was moved by Trimble, second by Mickelson to adopt Resolution - Approval of Plans and Specifications, Motion to Receive and File Report of Bids, and Resolution - Award Contract to Corell Contractor, Inc.

Vote 16-057: Mickelson, Sandager, Trevillyan, Trimble...4 yes
Motion carried.

On Item 6(e) Mayor Gaer indicated this was the time and place for a public hearing to consider 2016 City Parking Lot Repair Program, 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 February 12, 2016 in the Des Moines Register. Mayor Gaer asked if any written comments had been received. The City Clerk stated none had been received.

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

It was moved by Trimble, second by Trevillyan to adopt Resolution - Approval of Plans and Specifications, Motion to Receive and File Report of Bids, and Resolution - Award Contract to Iowa Erosion Control, Inc.

Vote 16-058: Mickelson, Sandager, Trevillyan, Trimble...4 yes
Motion carried.

February 22, 2016

On Item 6(f) Mayor Gaer indicated this was the time and place for a public hearing to consider Valley View Aquatic Center and Holiday Park Aquatic Center Heater Replacement 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 February 5, 2016 in the Des Moines Register. Mayor Gaer asked if any written comments had been received. The City Clerk stated none had been received.

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

It was moved by Trimble, second by Sandager to adopt Resolution - Approval of Plans and Specifications, Motion to Receive and File Report of Bids, and Resolution - Award Base Bid Contract and Add Alternate B to Pleva Mechanical, Inc.

Council member Trevillyan inquired how long the heaters had been operating.

Gary Scott, Director of Parks and Recreation, responded they have been operating for 10 to 15 years, which is the typical life expectancy for pool heaters that operate in a harsh environment of water and chlorine.

Vote 16-059: Mickelson, Sandager, Trevillyan, Trimble...4 yes
Motion carried.

On Item 6(g) Mayor Gaer indicated this was the time and place for a public hearing to consider 2015 Channel Repair Program, 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 February 12, 2016 in the Des Moines Register. Mayor Gaer asked if any written comments had been received. The City Clerk stated none had been received.

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

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

Vote 16-060: Mickelson, Sandager, Trevillyan, Trimble...4 yes
Motion carried.

On Item 7(a) Southwoods Plat 2, 5003 EP True Parkway - Subdivide Property into Two Lots, initiated by Kum & Go, LC

February 22, 2016

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

Ryan Hardisty, Civil Design Advantage, explained the proposed preliminary would divide the property into two lots, with one lot being used for a new Kum & Go convenience store, and the application is not proposing any revisions to the current entrances onto EP True Parkway or 50th Street. He noted the applicant has no objections to any of the staff comments, and the plat would create additional street lots for the potential future widening of EP True Parkway and 50th Street.

Council member Trevillyan inquired what the future plans are for the existing store building on the property, considering the parking capacity on the property would be reduced greatly by the construction of the proposed convenience store.

Siobhan Harman, Kum & Go, stated the store building lot will go on the market for sale. She also stated Kum & Go understands the parking regulations, and if the store building lot needs to be repurposed, they will address the parking situation at that time.

Vote 16-061: Mickelson, Sandager, Trevillyan, Trimble...4 yes
Motion carried.

On Item 7(b) Aspen Valley, 8241 and 8249 Bailey Drive - Approval of Plat-of-Survey to Create Two Parcels for Transfer of Ownership, initiated by Arrow Properties

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

1. A lot tie agreement to permanently lot tie the two parcels with the 8270 Ashworth Road property shall be executed and provided to City staff prior to recording this Plat of Survey.

Vote 16-062: Mickelson, Sandager, Trevillyan, Trimble...4 yes
Motion carried.

On Item 7(c) Issuance of Not to Exceed \$9,250,000 (Essential Corporate Purpose and General Corporate Purpose) General Obligation Bonds, initiated by the City of West Des Moines

It was moved by Trimble, second by Trevillyan to adopt Resolution - Authorizing the Issuance and Levying a Tax.

Vote 16-063: Mickelson, Sandager, Trevillyan, Trimble...4 yes
Motion carried.

February 22, 2016

On Item 7(d) 2016-17 FY Hotel/Motel Tax Allocations, initiated by the City of West Des Moines

City Manager Tom Hadden stated staff recommends continuing this item to the next Council meeting to allow time for further discussions on the City's hotel/motel tax obligations to the Greater Des Moines Convention and Visitors Bureau and Bravo Greater Des Moines.

It was moved by Mickelson, second by Trevillyan to continue Item 7(d) 2016-17 FY Hotel/Motel Tax Allocations to March 7, 2016.

Council member Trimble explained that the proposed hotel/motel tax allocations recommended by the Finance and Administration Subcommittee have minimal changes from the previous year's allocations. He stated the Subcommittee has requested that hotel/motel tax recipients also seek hotel/motel tax funds from other impacted communities in addition to West Des Moines.

Vote 16-064: Mickelson, Sandager, Trevillyan, Trimble...4 yes
Motion carried.

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

On Item 9 - Other Matters: none

The meeting was adjourned at 6:39 p.m.

It was moved by Sandager, second by Trimble to go into Executive Session per Chapter 21 of the Iowa Code, to discuss pending/threatened litigation.

Vote 16-065: Mickelson, Sandager, Trevillyan, Trimble...4 yes
Motion carried.

Entered Executive Session at 6:43 p.m. with the following persons present in the Teamwork Room of City Hall: Mayor Gaer, Council members Mickelson, Sandager, Trevillyan and Trimble; City Manager, City Attorney, and City Clerk.

It was moved by Trevillyan, second by Mickelson to adjourn from Executive Session.

Vote 16-066: Mickelson, Sandager, Trevillyan, Trimble...4 yes
Motion carried.

Executive Session was adjourned at 7:14 p.m.

February 22, 2016

Respectfully submitted,

Ryan T. Jacobson, CMC
City Clerk

ATTEST:

Steven K. Gaer, Mayor

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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	03/03/2016		\$ 1,261,215.25
			Total \$ Amount
EFT Claims	03/03/2016		\$76,760.65
			Total \$ Amount
Control Pay	03/03/2016		\$263,344.39
			Total \$ Amount
End of Month	-0-		\$-0-
Manual Check	03/03/2016		\$259,097.80
	Claim Listing Date		Total \$ Amount

Approved by the West Des Moines City Council this 7th day of March
2016

Tim Stiles, Finance Director

Tom Hadden, City Manager

Steven K. Gaer, Mayor

ATTEST:

Ryan Jacobson, City Clerk

Finance and Administration Committee acknowledgement of disbursement of expenditures:

Russ Trimble, Councilmember

Jim Sandager, Councilmember

John Mickelson (alternate)

BANK	VENDOR	CHECK#	DATE	AMOUNT
WBVD WEST BANK				
29059	ABDULLAH/MUHAMMAD	205282	03/07/16	100.00
.10272	ACOSTA/ERICKA	205283	03/07/16	45.00
29962	ACTUAL SIZE ARTWORKS LLC	205284	03/07/16	1,000.00
00700	AHLERS & COONEY	205285	03/07/16	8,576.50
28574	ALLIANCE CONSTRUCTION GR	205286	03/07/16	38,403.65
29481	ALVINE & ASSOCIATES, INC	205287	03/07/16	621.00
29314	AMERICAN SECURITY CORP	205288	03/07/16	939.60
70282	APWA	205289	03/07/16	3,347.00
29768	ARROW INTERNATIONAL INC	205290	03/07/16	1,217.50
23786	ASCHEMAN, PH.D/PHILIP L.	205291	03/07/16	1,200.00
01650	ASPEN MILLS	205292	03/07/16	172.91
27704	BARKER LEMAR ENGINEERING	205293	03/07/16	147.50
29991	BARNES/STEVE	205294	03/07/16	66.00
25207	BEGLEY/JOHN	205295	03/07/16	66.00
24522	BELLER DISTRIBUTING, LLC	205296	03/07/16	660.15
29508	BOLTON & MENK INC	205297	03/07/16	14,216.21
29508	BOLTON & MENK INC	205298	03/07/16	17,913.00
29508	BOLTON & MENK INC	205299	03/07/16	8,500.00
28011	BOLTON & MENK INC	205300	03/07/16	7,460.00
25235	BOUND TREE MEDICAL, LLC.	205301	03/07/16	2,429.07
29224	BP	205302	03/07/16	24.84
03220	BRAUCH/TERRY	205303	03/07/16	100.00
27429	BREWICK/MARK	205304	03/07/16	83.16
28400	BROCKWAY MECHANICAL & RO	205305	03/07/16	20,009.85
04250	BULLSEYE TRUCKING	205306	03/07/16	5,162.72
24447	CARPENTER UNIFORM CO	205307	03/07/16	2,205.37
27202	CDM GOVERNMENT, INC.	205308	03/07/16	4,720.44
24251	CENTER FOR PUBLIC SAFETY	205309	03/07/16	1,390.00
29942	CENTRAL IOWA EMS DIRECTO	205310	03/07/16	1,175.00
19700	CENTRAL SALT LLC	205311	03/07/16	36,548.06
05350	CENTURYLINK	205312	03/07/16	5,874.61
25466	CLIVE POWER EQUIPMENT	205313	03/07/16	279.39
29116	COMMERCIAL APPRAISERS OF	205314	03/07/16	1,750.00
29813	CONCRETE COMPANY/THE	205315	03/07/16	33,344.34
28056	CONFERENCE TECHNOLOGIES	205316	03/07/16	230,297.68
27403	CONTINUUM RETAIL ENERGY	205317	03/07/16	15,402.58
.11111	CONTRACTOR SALES & SERVI	205318	03/07/16	803.26
.11112	CONVERGINT TECHNOLOGIES	205319	03/07/16	31.25
27442	CORPORATE RECOGNITION	205320	03/07/16	2,021.26
26823	CORY/TARRY	205321	03/07/16	175.00
29916	COSTCO	205322	03/07/16	133.58
27845	COVENANT CONSTRUCTION SV	205323	03/07/16	116,072.72
06400	COX/RANDY	205324	03/07/16	19.15
25148	CUSTOM AWARDS	205325	03/07/16	15.00
06550	D.J. GONGOL & ASSOCIATES	205326	03/07/16	5,011.85
90039	DALLAS COUNTY RECORDER	205327	03/07/16	494.00
27867	DALLAS COUNTY TREASURER	205328	03/07/16	737.00
	DE LAGE LANDEN	205329	03/07/16	4,574.01

BANK	VENDOR	CHECK#	DATE	AMOUNT
WBVD WEST BANK				
07450	DES MOINES STAMP MFG CO	205330	03/07/16	33.10
27372	DICKINSON/JIM	205331	03/07/16	15.00
29728	DILLARD/CARLOS	205332	03/07/16	237.50
29964	DOUGLAS/TONATHAN	205333	03/07/16	663.00
29492	DOWLING/CONNIE	205334	03/07/16	307.50
24746	ELDER CORPORATION	205335	03/07/16	12,450.30
08530	ELECTRICAL ENGINEERING &	205336	03/07/16	14,814.30
.11110	EMBASSY SUITES BY HILTON	205337	03/07/16	790.06
29548	EMBLEM AUTHORITY/THE	205338	03/07/16	850.00
26083	EMSLRC	205339	03/07/16	20.00
27012	FASTENAL COMPANY	205340	03/07/16	551.07
26148	FBI-LEEDA	205341	03/07/16	695.00
29821	FEH ASSOCIATES INC	205342	03/07/16	20,036.37
28405	FLAGEL/DAVID	205343	03/07/16	3,300.00
29603	GARLAND'S INC	205344	03/07/16	3,86.75
26223	GATHERCOLE/JIM	205345	03/07/16	123.20
10950	GRIMES ASPHALT & PAVING	205346	03/07/16	721.24
.11106	G6 HOSPITALITY LLC	205347	03/07/16	100.00
25728	HAHN/JENNIFER	205348	03/07/16	3,000.00
28647	HARTPENCE/LAWRENCE	205349	03/07/16	3,32.94
11300	HAWKEYE TRUCK EQUIPMENT	205350	03/07/16	908.00
29988	HEMANN/GARY	205351	03/07/16	7,690.80
.11109	HILTON GARDEN INN	205352	03/07/16	670.25
24904	HOEGH/ROD	205353	03/07/16	119.00
25706	HOME DEPOT CREDIT SERVIC	205354	03/07/16	195.78
.11113	HOME INC.	205355	03/07/16	27,783.00
25625	HOMEFRONT PROTECTIVE	205356	03/07/16	9,550.00
.11105	HP INC	205357	03/07/16	9,124.70
27486	ITSA MIDWESTERN SECTION	205358	03/07/16	1,000.00
26535	INSIGHT PUBLIC SECTOR	205359	03/07/16	1,998.47
12740	IOWA DEPT OF ADMIN SERVIT	205360	03/07/16	250.00
22608	IOWA DEPT OF NATURAL RES	205361	03/07/16	260.00
23500	IOWA FIRE CHIEFS ASSN	205362	03/07/16	25.00
29770	IOWA LAW ENFORCEMENT ACA	205363	03/07/16	6,160.00
13300	J PETTECORD INC	205364	03/07/16	15,532.50
28284	JACOBSEN AUTO BODY	205365	03/07/16	2,907.75
28284	JCG LAND SERVICES, INC.	205366	03/07/16	4,789.70
22184	JCG LAND SERVICES, INC.	205367	03/07/16	4,630.25
29990	JIM'S JOHNS	205368	03/07/16	26,357.00
29529	JOHNSON/MARK	205369	03/07/16	657.00
28301	KABEL BUSINESS SERVICES	205370	03/07/16	132.00
29378	KLAHN/RICHARD	205371	03/07/16	467.60
29890	KLOCKE'S EMERGENCY VEHIC	205372	03/07/16	66.00
23769	KOCH/LARRY	205373	03/07/16	528.00
26428	LACTINA/WENDY	205374	03/07/16	153.85
24116	LAUGHRIDGE/LARRY	205375	03/07/16	124.18
27777	LEWIS/RAY	205377	03/07/16	455.00

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BANK	VENDOR	CHECK#	DATE	AMOUNT
WEVD WEST BANK	LINK ASSOCIATES	205378	03/07/16	1,360.00
	LT LEON ASSOCIATES, INC	205379	03/07/16	830.00
	LUNNING/SCARLETT	205380	03/07/16	240.00
	MACDONALD LETTER SERVICE	205381	03/07/16	170.00
	MADISON LEE PROPERTIES,	205382	03/07/16	3,410.00
	MARTIN/JOSEPH	205383	03/07/16	150.00
	MCALPIN/MONICA	205384	03/07/16	179.95
	MCFADDEN/HAROLD	205385	03/07/16	66.00
	MEDIACOM	205386	03/07/16	11.47
	MEMORIAL SERVICES OF IOW	205387	03/07/16	550.00
	MERCEDES-BENZ OF DES MOI	205388	03/07/16	1,835.63
	MERCY WEST PHARMACY	205389	03/07/16	1,626.50
	MIDAMERICAN ENERGY	205390	03/07/16	29,692.02
	MIDAMERICAN ENERGY	205391	03/07/16	2,223.18
	MIDAMERICAN ENERGY	205392	03/07/16	31.67
	MIDAMERICAN ENERGY	205393	03/07/16	95.92
	MIDAMERICAN- DM-WDM TL	205394	03/07/16	51.00
	MIDAMERICAN-CLIVE-WDM TL	205395	03/07/16	503.10
	MIDAMERICAN-WDM-WAUKEE T	205396	03/07/16	106.46
	MIDWEST DJ'S LLC	205397	03/07/16	1,699.00
	MIDWEST SAFETY COUNSELOR	205398	03/07/16	100.00
	MITCHELL/RANDY	205399	03/07/16	198.00
	MITTERA GROUP	205400	03/07/16	42,223.92
	MONKEY JOE'S	205401	03/07/16	95.00
	MTI DISTRIBUTING, INC.	205402	03/07/16	588.78
	NATIONAL ASSN OF EMS PHY	205403	03/07/16	185.00
	OFFICE DEPOT BUSINESS AC	205404	03/07/16	34.99
	OPEN ARCHITECTS	205405	03/07/16	8,249.00
	OWENS & MINOR	205406	03/07/16	210.56
	PALMER GROUP	205407	03/07/16	1,754.08
	PARKER/MONICA-LEE	205408	03/07/16	1,768.75
	PARKER/SANTONIUS	205409	03/07/16	75.00
	PER MAR SECURITY	205410	03/07/16	228.00
	POLICE LEGAL SCIENCES, I	205411	03/07/16	3,900.00
	POLK COUNTY RECORDER	205412	03/07/16	214.80
	POLK COUNTY RECORDER	205413	03/07/16	12.00
	POLK COUNTY TREASURER	205414	03/07/16	71.00
	PRO WASTE SERVICES LLC	205415	03/07/16	275.00
	PROVANTAGE LLC	205416	03/07/16	2,721.00
	RADIOFRONTS, INC	205417	03/07/16	168.00
	RAHE/ALAN	205418	03/07/16	75.00
	RAMAKER & ASSOCIATES, IN	205419	03/07/16	600.00
	RAY/RACHEL	205420	03/07/16	66.00
	REILLY CONSTRUCTION CO.,	205421	03/07/16	27,208.00
	RELIANT FIRE APPARATUS,	205422	03/07/16	74.80
	RESERVE ACCOUNT	205423	03/07/16	4,000.00
	REYNOLDS/JOSH	205424	03/07/16	137.15
	RIVAS/WHITNEY	205425	03/07/16	18.80

FINANCIAL SYSTEM
03/03/2016 15:43:29

CITY OF WEST DES MOINES IOWA
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BANK	VENDOR	CHECK#	DATE	AMOUNT
WBVD WEST BANK	ROTO-ROOTER CORP	205426	03/07/16	490.00
	ROWE/TINA	205427	03/07/16	1,800.00
	ROY'S TOWING AND RECOVER	205428	03/07/16	175.00
	SADDORIS/BRETT	205429	03/07/16	75.00
	SANDAHIL TRUST	205430	03/07/16	2,290.00
	SASAKI ASSOCIATES INC	205431	03/07/16	8,771.07
	SCHROEDER/CURT	205432	03/07/16	412.25
	SECRETARY OF STATE	205433	03/07/16	30.00
	SHAH/RIZWAN	205434	03/07/16	28,845.00
	SIMMS-DAVIS/CAROL	205435	03/07/16	120.00
	SIMPLY SWEETS	205436	03/07/16	50.00
	SITONE LANDSCAPE SUPPLY	205437	03/07/16	215.16
	SIXTA/ANDREW	205438	03/07/16	66.00
	SKOLD DOOR & FLOOR CO.	205439	03/07/16	415.50
	SPECIALTY GRAPHICS INC	205440	03/07/16	289.00
	SPRINT	205441	03/07/16	279.93
	STANCIFFRE/THOMAS	205442	03/07/16	1,000.00
	STEIMEL/MICHAEL	205443	03/07/16	374.00
	STEPHENSON/LUCINDA	205444	03/07/16	46.82
	STERLING CODIFIERS INC	205445	03/07/16	6,455.00
	STIVERS FORD	205446	03/07/16	63,979.00
	SUNGARD PUBLIC SECTOR IN	205447	03/07/16	3,551.40
	SWALLOW/H. DENNIS	205448	03/07/16	35,585.00
	SWINTON/ASHLEE	205449	03/07/16	1,400.00
	SWISHER/MARK	205450	03/07/16	90.00
	SYSTEM WORKS, LLC	205451	03/07/16	6,875.00
	TD&I CABLE MAINTENANCE,	205452	03/07/16	32,021.47
	TESKA ASSOCIATES INC	205453	03/07/16	11,365.65
	THAM/MARK	205454	03/07/16	23,319.00
	UNITED PARCEL SERVICE	205455	03/07/16	37,225.17
	UNIVERSAL FIELD SERVICES	205456	03/07/16	32.96
	UPS STORE/THE	205457	03/07/16	11.05
	VAN-WALL EQUIPMENT	205458	03/07/16	3.28
	VEENSTRA & KIMM INC	205459	03/07/16	13,824.76
	VEENSTRA & KIMM INC	205460	03/07/16	10,442.96
	VEENSTRA & KIMM INC	205461	03/07/16	3,421.50
	VEENSTRA & KIMM INC	205462	03/07/16	4,322.00
	VEENSTRA & KIMM INC	205463	03/07/16	5,421.00
	VEENSTRA & KIMM INC	205464	03/07/16	29,346.73
	VEENSTRA & KIMM INC	205465	03/07/16	7,893.60
	VERTZON WIRELESS	205466	03/07/16	8,363.11
	VISION SERVICE PLAN	205467	03/07/16	3,000.00
	W&G MCKINNEY FARMS LC	205468	03/07/16	282.82
	WASTE MANAGEMENT OF IOWA	205469	03/07/16	60.00
	WATCHGUARD VIDEO	205470	03/07/16	32.00
	WEBS/JODIE	205471	03/07/16	115.00
	WEST DES MOINES COMM SCH	205472	03/07/16	2,048.06
	WEX BANK	205473	03/07/16	474.43

FINANCIAL SYSTEM
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BANK VENDOR

WBVD WEST BANK

21290 WILDE/KEVIN
29961 WILLEY/FOSTER
25493 WILLIS/NANCY
28185 WILSON/TONY
29969 ZOISS/BEN
29948 ZOISS/TREVER

WEST BANK

CHECK# DATE AMOUNT

205474 03/07/16 211.97
205475 03/07/16 1,000.00
205476 03/07/16 576.00
205477 03/07/16 100.00
205478 03/07/16 100.00
205479 03/07/16 250.00

1,261,215.25

FINANCIAL SYSTEM
03/03/2016 13:52:32

CITY OF WEST DES MOINES IOWA
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BANK VENDOR CHECK# DATE AMOUNT
MBVD WEST BANK

BANK	VENDOR	CHECK#	DATE	AMOUNT
90074	A TECH, INC.	9044	03/07/16	298.00
90023	ARNOLD MOTOR SUPPLY, LLP	9045	03/07/16	1,433.17
90172	BAYLESS/RON	9046	03/07/16	150.00
90035	CITY OF CLIVE	9047	03/07/16	100.00
90161	FARRAND/GLENN	9048	03/07/16	150.00
90158	FINESTEAD/MIKE	9049	03/07/16	3,726.00
90159	HENNING/CLAUDIA	9050	03/07/16	6,685.00
90051	HYDRO KLEAN, INC.	9051	03/07/16	1,869.80
90054	IOWA DEPT OF PUBLIC SAFE	9052	03/07/16	10,070.52
90065	KECK, INC.	9053	03/07/16	15,042.64
90148	KELTEK INC	9054	03/07/16	4,051.61
90100	LAIDLAW JR./WILLIAM L	9055	03/07/16	9,390.87
90006	MCCLORE ENGINEERING COMP	9056	03/07/16	9,163.00
90006	MCCLORE ENGINEERING COMP	9057	03/07/16	12,040.00
90164	MCCUBBIN/COURTNEY	9058	03/07/16	426.00
90087	MIDWEST WHEEL	9059	03/07/16	722.00
90029	MOBOTREX INC	9060	03/07/16	3,412.86
90110	NAPA	9061	03/07/16	37.21
90171	ROUNDS/MATES	9062	03/07/16	100.00
90178	SECURITY EQUIPMENT INC	9063	03/07/16	1,751.20
90118	SHIELDS/CHARLES	9064	03/07/16	338.50
90117	SPINDUSTRY SYSTEMS, INC.	9065	03/07/16	358.00
90002	WEST BANK, HUMAN SYCS	9066	03/07/16	2,348.82
90128	WITTEBAF/JASON	9067	03/07/16	58.45
90142	YEAGER/LEMAR	9068	03/07/16	2,037.00
WEST BANK				76,760.65

BANK	VENDOR	CHECK#	DATE	AMOUNT
MBVD WEST BANK				
70018	ABC ELECTRICAL CONTRACTO	205233	03/07/16	7,391.13
70195	ACTION PRINT	205234	03/07/16	258.50
70197	ALLIED 100, LLC	205235	03/07/16	94.89
70158	ARARK UNIFORM SERVICES	205236	03/07/16	1,520.61
70017	CAPITAL SANITARY SUPPLY	205237	03/07/16	1,488.23
70277	COMPASS PROFESSIONAL HERA	205238	03/07/16	10,890.00
70083	DES MOINES REGISTER MEDI	205239	03/07/16	1,785.11
70009	ELECTRONIC ENGINEERING	205240	03/07/16	173.90
70235	EMERGENCY APPARATUS MAIN	205241	03/07/16	3,010.88
70067	EXCEL MECHANICAL, INC.	205242	03/07/16	20,185.34
70020	FIELD FIRE	205243	03/07/16	50.00
70039	G&L CLOTHING	205244	03/07/16	193.79
70161	GALLS LLC	205245	03/07/16	291.56
70281	HOTSY CLEANING SYSTEMS I	205246	03/07/16	1,248.27
70062	HOWARD R. GREEN CO.	205247	03/07/16	2,368.32
70062	HOWARD R. GREEN CO.	205248	03/07/16	14,781.00
70062	HOWARD R. GREEN CO.	205249	03/07/16	2,438.68
70062	HOWARD R. GREEN CO.	205250	03/07/16	14,894.04
70062	HOWARD R. GREEN CO.	205251	03/07/16	119,947.05
70052	IMAGETEK, INC	205252	03/07/16	9,983.24
70073	INLAND TRUCK PARTS	205253	03/07/16	2,238.24
70034	INTERSTATE POWER SYSTEMS	205254	03/07/16	1,617.41
70077	IOWA FIRE EQUIPMENT	205255	03/07/16	1,914.32
70053	IOWA WATER MANAGEMENT CO	205256	03/07/16	564.00
70291	MENARDS	205257	03/07/16	540.00
70078	METRO WASTE AUTHORITY	205258	03/07/16	144.22
70010	O'HALLORAN INTERNATIONAL	205259	03/07/16	930.67
70047	O'KEEFE ELEVATOR COMPANY	205260	03/07/16	782.07
70076	PRAXAIR	205261	03/07/16	182.00
70262	RELIABLE PROPERTY SERVIC	205262	03/07/16	1,694.89
70057	SNYDER & ASSOCIATES	205263	03/07/16	9,236.25
70057	SNYDER & ASSOCIATES	205264	03/07/16	225.00
70057	SNYDER & ASSOCIATES	205265	03/07/16	6,418.12
70057	SNYDER & ASSOCIATES	205266	03/07/16	7,658.50
70205	STAR EQUIPMENT LTD	205267	03/07/16	400.00
70026	STIVERS FORD	205268	03/07/16	4,645.99
70089	STRYKER SALES CORPORATIO	205269	03/07/16	1,643.58
70016	TEAM SERVICES	205270	03/07/16	50.00
70016	TEAM SERVICES	205271	03/07/16	88.00
70016	TEAM SERVICES	205272	03/07/16	110.00
70016	TEAM SERVICES	205273	03/07/16	54.50
70156	TEAM SERVICES	205274	03/07/16	201.53
70080	THOMPSON REUTERS-WEST PAY	205275	03/07/16	28.06
70013	TOMPKINS INDUSTRIES	205276	03/07/16	514.54
70229	TRANS IOWA EQUIPMENT CO	205277	03/07/16	118.05
70210	TREAT AMERICA FOOD SERVI	205278	03/07/16	7,149.66
70051	TRI-TECH	205279	03/07/16	533.19
70188	WORLDPOINT ECC, INC.	205280	03/07/16	189.80
	ZEE MEDICAL SERVICE INC			

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CITY OF WEST DES MOINES IOWA
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BANK VENDOR
WBVD WEST BANK

CHECK# DATE AMOUNT

70002 ZOLL MEDICAL
WEST BANK

205281 03/07/16 477.25
263,344.39

FINANCIAL SYSTEM
02/25/2016 15:24:27

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BANK VENDOR

WBVD WEST BANK

CHECK# DATE AMOUNT

90015	EMC RISK SERVICES	800746	02/23/16	6,188.41
90015	EMC RISK SERVICES	800747	02/23/16	6,523.51
	WEST BANK			12,711.92

FINANCIAL SYSTEM
02/23/2016 08:31:46

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

BANK	VENDOR	CHECK#	DATE	AMOUNT
WBVD WEST BANK				
:11104	BOONE COUNTY SHERIFF	205231	02/23/16	40.90
28720	STATE SAVINGS BANK	205232	02/23/16	8,979.11
WEST BANK				9,020.01

FINANCIAL SYSTEM
03/02/2016 15:22:07

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

BANK	VENDOR	CHECK#	DATE	AMOUNT
WBVD WEST BANK				
02850	DELTA DENTAL OF IOWA	800752	02/29/16	22,373.71
WEST BANK				22,373.71

FINANCIAL SYSTEM
02/23/2016 10:21:28

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BANK VENDOR

CHECK# DATE AMOUNT

WBVD WEST BANK

24822 WELLMARK BLUE CROSS
24822 WELLMARK BLUE CROSS

800744 01/31/16
800745 02/18/16

9,061.74
101,577.37

WEST BANK

110,639.11

FINANCIAL SYSTEM
03/02/2016 15:47:02

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

BANK VENDOR

CHECK# DATE AMOUNT

WBVD WEST BANK

24822 WELLMARK BLUE CROSS

800753 02/25/16 104,353.05

WEST BANK

104,353.05

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

ITEM: Approval of Liquor Licenses

DATE: March 7, 2016

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. Coach's Pizza, LLC d/b/a Coach's Pizza, 560 South Prairie View Drive - Class LC Liquor License with Sunday Sales, Outdoor Service, and Catering Privileges - Renewal
2. Git N Go Convenience Stores, Inc. d/b/a Git N Go Convenience Store #4, 1325 Grand Avenue - Class BC Beer Permit with Sunday Sales - Renewal
3. Hy-Vee, Inc. d/b/a Hy-Vee Gas #4, 665 South 51st Street - Class BC Beer Permit with Sunday Sales - Renewal
4. JLS Vending, Inc. d/b/a The Oasis, 2500 Grand Avenue (softball complex) - Class BB Beer Permit with Sunday Sales and Outdoor Service Privileges - Renewal
5. W West Investments, LLC d/b/a Wellman's West, 597 Market Street - Class LC Liquor License with Sunday Sales and Outdoor Service Privileges - Renewal
6. W West Investments, LLC d/b/a Wellman's West Rooftop, 597 Market Street (Rooftop) - Class LC Liquor License with Sunday Sales and Outdoor Service Privileges - Renewal
7. W2005/Fargo Hotels (Pool C) Realty, LP d/b/a West Des Moines Residence Inn, 160 South Jordan Creek Parkway - Special Class C Liquor License - Renewal

OUTSTANDING ISSUES (if any): None

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

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

STAFF REVIEWS

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

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

ITEM: Approval of Reappointments
Bicycle Advisory Commission

DATE: March 7, 2016

FINANCIAL IMPACT: None

BACKGROUND:

Mayor Steven K. Gaer recommends the reappointment of current Bicycle Advisory Commissioners Kip Albertson, Margaret Christiansen, and Spencer Cox. Mr. Albertson and Ms. Christiansen have both served since the commission was formed on April 1, 2011. Mr. Cox has served since his appointment on August 6, 2012. The proposed reappointment term for all three would expire on March 31, 2019.

Kip Albertson	1158 Tulip Tree Lane	245-2430 (w)	440-1604 (h)
Margaret Christiansen	4800 Pommel Place	633-4206 (w)	225-8166 (h)
Spencer Cox	720 77 th Street	250-6174 (w)	225-0380 (h)

OUTSTANDING ISSUES (if any): None

RECOMMENDATION:

Approval of reappointments to Bicycle Advisory Commission

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

STAFF REVIEWS

Department Director	Gary Scott, Director of Parks and Recreation
Appropriations/Finance	
Legal	
Agenda Acceptance	<i>RTC</i>

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

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

DATE: March 7, 2016

ITEM: Approve the purchase of a Fire Department Class "A" multi-purpose Fire Engine from Pierce Manufacturing.

FINANCIAL IMPACT: \$636,627.00 from 9200.80.158.6.7481. Adequate funds are available for this purchase. This fire engine purchase qualifies for a \$125,000.00 grant which will bring the final cost of the apparatus to \$511,627.00.

BACKGROUND: In 2015 at the November 30th City Council meeting, approval was given to accept federal funding through the Diesel Emissions Reduction Act (DERA) administered by the Iowa Department of Natural Resources (DNR). The grant will provide \$125,000.00 towards the purchase of a fire engine and will result in the City of West Des Moines taking one of its older (1995) pumpers out of service to meet the stipulations of the grant.

At the January 26th City Council meeting, approval was given to issue and RFP for the replacement of one City of West Des Moines fire engine. The RFP was based on a bid specification that was the output of a project team that was formed in July of 2013. That team's specification has already produced a multi-purpose fire engine that is currently Engine 220 (Westside fire facility) and was delivered in December of 2015.

RFP packets were mailed to 6 potential bidders with four of those responding. There was also notice published in the Des Moines Register and on the City of West Des Moines website.

Two companies stated they could not meet the timeline set forth in the packet. Two companies responded with demo/stock apparatus specifications that were graded by the Fire Chief. The recommended apparatus was bid by Reliant Fire Apparatus and is manufactured by Pierce.

OUTSTANDING ISSUES (if any): None

RECOMMENDATION: Approval to purchase Pierce multi-purpose Fire Engine from Reliant Fire Apparatus.

Lead Staff Member: Craig Leu, Fire Chief

STAFF REVIEWS

Department Director	Craig Leu, Fire Chief
Appropriations/Finance	<i>[Signature]</i>
Legal	<i>[Signature]</i>
Agenda Acceptance	<i>[Signature]</i>

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	none		
Date Reviewed			
Recommendation	Yes	No	Split



PERFORM. LIKE NO OTHERSM

This Purchase Agreement (together with all attachments referenced herein, the "Agreement"), made and entered into by and between Pierce Manufacturing Inc., a Wisconsin corporation ("Pierce"), and the City of West Des Moines, a municipality in the state of Iowa ("Customer") is effective as of the date specified in Section 3 hereof.

1. Definitions.

- a. **"Product"** means the fire apparatus and any associated equipment manufactured or furnished for the Customer by Pierce pursuant to the Specifications.
- b. **"Specifications"** means the general specifications, technical specifications, training, and testing requirements for the Product contained in the Pierce Proposal for the Product prepared in response to the Customer's request for proposal.
- c. **"Pierce Proposal"** means the proposal provided by Pierce attached as Exhibit C prepared in response to the Customer's request for proposal.
- d. **"Delivery"** means the date Pierce is prepared to make physical possession of the Product available to the Customer.
- e. **"Acceptance"** The Customer shall have fifteen (15) calendar days of Delivery to inspect the Product for substantial conformance with the material Specifications; unless Pierce receives a Notice of Defect within fifteen (15) calendar days of Delivery, the Product will be deemed to be in conformance with the Specifications and accepted by the Customer.

2. Purpose. This Agreement sets forth the terms and conditions of Pierce's sale of the Product to the Customer.

3. Term of Agreement. This Agreement will become effective on the date it is signed and approved by Pierce's authorized representative pursuant to Section 22 hereof ("Effective Date") and, unless earlier terminated pursuant to the terms of this Agreement, it will terminate upon the Customer's Acceptance and payment in full of the Purchase Price.

4. Purchase and Payment. The Customer agrees to purchase the Product specified on Exhibit A for the total purchase price of \$636627.00 ("Purchase Price"). Prices are in U.S. funds.

5. Future Changes. Various state or federal regulatory agencies (e.g. NFPA, DOT, EPA) may require changes to the Specifications and/or the Product and in any such event any resulting cost increases incurred to comply therewith will be added to the Purchase Price to be paid by the Customer. In addition, any future drive train upgrades (engine, transmission, axles, etc.), or any other specification changes have not been calculated into our annual increases and will be provided at additional cost. To the extent practicable, Pierce will document and itemize any such price increases for the Customer.

6. Agreement Changes. The Customer may request that Pierce incorporate a change to the Products or the Specifications for the Products by delivering a change order to Pierce; provided, however, that any such change order must be in writing and include a description of the proposed change sufficient to permit Pierce to evaluate the feasibility of such change ("Change Order"). Within [seven (7) business days] of receipt of a Change Order, Pierce will inform the Customer in writing of the feasibility of the Change Order, the earliest possible implementation date for the Change Order, of any increase or decrease in the Purchase Price resulting from such Change Order, and of any effect on production scheduling or Delivery resulting from such Change Order. Pierce shall not be liable to the Customer for any delay in performance or Delivery arising from any such Change Order. A Change Order is only effective when counter-signed by Pierce's authorized representative.

7. Cancellation/Termination. In the event this Agreement is cancelled or terminated by a party before completion, Pierce may charge a cancellation fee. The following charge schedule based on costs incurred may be applied: (a) 10% of the Purchase Price after order is accepted and entered by Pierce; (b) 20% of the Purchase Price after completion of approval drawings, and; (c) 30% of the Purchase Price upon any material requisition. The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. Pierce endeavors to mitigate any such costs through the sale of such Product to another purchaser; however Customer shall remain liable for the difference between the Purchase Price and, if applicable, the sale price obtained by Pierce upon sale of the Product to another purchaser, plus any costs incurred by Pierce to conduct any such sale.

8. Delivery, Inspection and Acceptance. (a) Delivery. Delivery of the Product is scheduled to be within 4.5 months of the Effective Date of this Agreement, F.O.B. West Des Moines, Iowa. Risk of loss shall pass to Customer upon Delivery. (b) Inspection and Acceptance. Upon Delivery, Customer shall have fifteen (15) days within which to inspect the Product for substantial conformance to the material Specifications, and in the event of substantial non-conformance to the material

Specifications to furnish Pierce with written notice sufficient to permit Pierce to evaluate such non-conformance ("Notice of Defect"). Any Product not in substantial conformance to material Specifications shall be remedied by Pierce within thirty (30) days from the Notice of Defect. In the event Pierce does not receive a Notice of Defect within fifteen (15) days of Delivery, Product will be deemed to be in conformance with Specifications and Accepted by Customer.

9. **Notice.** Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally-recognized private express courier:

Pierce Manufacturing, Inc.
Director of Order Management
2600 American Drive
Appleton WI 54912
Fax (920) 832-3080

Customer
City of West Des Moines
4200 Mills Civic Parkway
West Des Moines, IA 50265

10. **Standard Warranty.** Any applicable Pierce warranties are attached hereto as Exhibit B and made a part hereof. Any additional warranties must be expressly approved in writing by Pierce's authorized representative.

a. **Disclaimer.** OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PIERCE, ITS PARENT COMPANY, AFFILIATES, SUBSIDIARIES, LICENSORS OR SUPPLIERS, THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES, MAKE ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE PRODUCTS PROVIDED HEREUNDER OR OTHERWISE REGARDING THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, THE IMPLIED WARRANTY AGAINST INFRINGEMENT, AND THE IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED. STATEMENTS MADE BY SALES REPRESENTATIVES OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.

b. **Exclusions of Incidental and Consequential Damages.** In no event shall Pierce be liable for consequential, incidental or punitive damages incurred by Customer or any third party in connection with any matter arising out of or relating to this Agreement, or the breach thereof, regardless of whether such damages arise out of breach of warranty, tort, contract, strict liability, statutory liability, indemnity, whether resulting from non-delivery or from Pierce's own negligence, or otherwise.

11. **Insurance.** Pierce maintains the following limits of insurance with a carrier(s) rated A- or better by A.M. Best:

Commercial General Liability Insurance:

Products/Completed Operations Aggregate: \$1,000,000

Each Occurrence: \$1,000,000

Umbrella/Excess Liability Insurance:

Aggregate: \$25,000,000

Each Occurrence: \$25,000,000

The Customer may request: (x) Pierce to provide the Customer with a copy of a current Certificate of Insurance with the coverages listed above; (y) to be included as an additional insured for Commercial General Liability (subject to the terms and conditions of the applicable Pierce insurance policy); and (z) all policies to provide a 30 day notice of cancellation to the named insured

12. **Indemnity.** The Customer shall indemnify, defend and hold harmless Pierce, its officers, employees, dealers, agents or subcontractors, from any and all claims, costs, judgments, liability, loss, damage, attorneys' fees or expenses of any kind or nature whatsoever (including, but without limitation, personal injury and death) to all property and persons caused by, resulting from, arising out of or occurring in connection with the Customer's purchase, installation or use of goods sold or supplied by Pierce which are not caused by the sole negligence of Pierce.

13. **Force Majeure.** Pierce shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond Pierce's control which make Pierce's performance impracticable, including but not limited to civil wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, any act of government, delays in transportation, inability to obtain necessary labor supplies or manufacturing facilities, allocation

regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy or terrorism, failure of transportation, epidemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work.

14. Default. The occurrence of one or more of the following shall constitute a default under this Agreement: (a) the Customer fails to pay when due any amounts under this Agreement or to perform any of its obligations under this Agreement; (b) Pierce fails to perform any of its obligations under this Agreement; (c) either party becomes insolvent or become subject to a bankruptcy or insolvency proceedings; (d) any representation made by either party to induce the other to enter into this Agreement is false in any material respect; (e) the Customer dissolves, merges, consolidates or transfers a substantial portion of its property to another entity; or (f) the Customer is in default or has breached any other contract or agreement with Pierce.

15. Manufacturer's Statement of Origin. It is agreed that the manufacturer's statement of origin ("MSO") for the Product covered by this Agreement shall remain in the possession of Pierce until the entire Purchase Price has been paid. If more than one Product is covered by this Agreement, then the MSO for each individual Product shall remain in the possession of Pierce until the Purchase Price for that Product has been paid in full. In case of any default in payment, Pierce may take full possession of the Product, and any payments that have been made shall be applied as payment for the use of the Product up to the date of taking possession.

16. Independent Contractors. The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent, or joint venturer of or with the other.

17. Assignment. Neither party may assign its rights and obligations under this Agreement unless it has obtained the prior written approval of the other party.

18. Governing Law; Jurisdiction. Without regard to any conflict of laws provisions, this Agreement is to be governed by and under the laws of the state of Iowa.

19. Facsimile Signatures. The delivery of signatures to this Agreement by facsimile transmission shall be binding as original signatures.

20. Entire Agreement. This Agreement shall be the exclusive agreement between the parties for the Product. Additional or different terms proposed by the Customer shall not be applicable, unless accepted in writing by Pierce's authorized representative. No change in, modification of, or revision of this Agreement shall be valid unless in writing and signed by Pierce's authorized representative.

21. Conflict. In the event of a conflict between the Customer Specifications and the Pierce Proposal, the Pierce Proposal shall control. In the event there is a conflict between the Pierce Proposal and this Agreement, the Pierce Proposal shall control.

22. Signatures. This Agreement is not effective unless and until it is approved, signed and dated by Pierce Manufacturing, Inc.'s authorized representative.

Accepted and agreed to:

PIERCE MANUFACTURING, INC.

CUSTOMER: City of West Des Moines

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

PURCHASE DETAIL FORM

Pierce Manufacturing, Inc.
Director of Order Management
2600 American Drive
Appleton WI 54912
Fax (920) 832-3080

Date: _____

Customer Name: City of West Des Moines

Quantity	Chassis Type	Body Type	Price per Unit
1	Impel	PUC Rescue Pumper	\$636,627.00
			\$
			\$
			\$
			\$

Price per unit is for one (1) Pierce Impel PUC Rescue Pumper per proposal #283 presented to the City of West Des Moines by Reliant Fire Apparatus, Inc. dated February 24, 2016. Purchase and payment price of \$636,627.00 terms are outlined below.

Warranty Period: Warranty includes one (1) year bumper to bumper warranty. Warranty coverage summary is outlined in Exhibit B. Full warranty certificates of coverage with complete inclusions and exclusions proposal package #283 dated February 24, 2016.

Training Requirements: New product orientation to be provided by Reliant Fire Apparatus at the City of West Des Moines upon delivery of the completed unit at times mutually agreed upon after delivery.

Other Matters: Performance Bond: The price per unit includes a performance bond equal to 100% of the total vehicle cost. The performance bond will be provided to the City of West Des Moines within thirty (30) days of contract execution per terms of proposal #283.

This contract is available for inter-local and other municipal corporations to utilize with the option of adding or deleting any Pierce available options, including chassis models. Any addition or deletion may affect the unit price.

Payment Terms: Payment of \$535,722.00 is due at the time of inspection of work complete in Appleton, Wisconsin with the remaining \$100,905.00 due at final inspection in Weyauwega, Wisconsin.

[NOTE: If deferred payment arrangements are required, the Customer must make such financial arrangements through a financial institution acceptable to Pierce.] All taxes, excises and levies that Pierce may be required to pay or collect by reason of any present or future law or by any governmental authority based upon the sale, purchase, delivery, storage, processing, use, consumption, or transportation of the Product sold by Pierce to the Customer shall be for the account of the Customer and shall be added to the Purchase Price. All delivery prices or prices with freight allowance are based upon prevailing freight rates and, in the event of any increase or decrease in such rates, the prices on all unshipped Product will be increased or decreased accordingly. Delinquent payments shall be subject to a carrying charge of 1.5 percent per month or such lesser amount permitted by law. Pierce will not be required to accept payment other than as set forth in this Agreement. However, to avoid a late charge assessment in the event of a dispute caused by a substantial nonconformance with material Specifications (other than freight), the Customer may withhold up to five percent (5%) of the Purchase Price until such time that Pierce substantially remedies the nonconformance with material Specifications, but no longer than sixty (60) days after Delivery. If the disputed amount is the freight charge, the Customer may withhold only the amount of the freight charge until the dispute is settled, but no longer than sixty (60) days after Delivery. Pierce shall have and retain a purchase money security interest in all goods and products now or hereafter sold to the Customer by Pierce or any of its affiliated companies to secure payment of the Purchase Price for all such goods and products. In the event of nonpayment by the Customer of any debt, obligation or liability now or hereafter incurred or owing by the Customer to Pierce, Pierce shall have and may exercise all rights and remedies of a secured party under Article 9 of the Uniform Commercial Code (UCC) as adopted by the state of Wisconsin.

THIS PURCHASE DETAIL FORM IS EXPRESSLY SUBJECT TO THE PURCHASE AGREEMENT TERMS AND CONDITIONS DATED AS OF _____, 20 BETWEEN PIERCE MANUFACTURING INC. AND THE CITY OF WEST DES MOINES WHICH TERMS AND CONDITIONS ARE HEREBY INCORPORATED IN, AND MADE PART OF, THIS PURCHASE DETAIL FORM AS THOUGH EACH PROVISION WERE SEPARATELY SET FORTH HEREIN, EXCEPT TO THE EXTENT OTHERWISE STATED OR SUPPLEMENTED BY PIERCE MANUFACTURING INC. HEREIN.

EXHIBIT B

WARRANTY

WARRANTY DETAILS OF COVERAGE ARE INCLUDED IN FULL IN PIERCE PROPOSAL #283 PRESENTED TO THE CITY OF WEST DES MOINES. BRIEF SUMMARY OF WARRANTIES INCLUDED WITH THE COMPLETED APPARATUS INCLUDE:

- ONE (1) YEAR BUMPER TO BUMPER
- THREE (3) YEAR CHASSIS WARRANTY
- FIFTY (50) YEAR FRAME WARRANTY
- THREE (3) YEAR TAK-4 AXLE AND SUSPENSION WARRANTY
- FIVE (5) YEAR TRANSMISSION WARRANTY
- FIVE (5) YEAR ENGINE WARRANTY
- THREE (3) YEAR ABS WARRANTY
- TEN (10) YEAR LED COMPARTMENT LIGHT WARRANTY
- FIVE (5) YEAR MULTIPLEX SYSTEM WARRANTY
- LIFETIME WATER TANK WARRANTY
- TEN (10) YEAR BODY STRUCTURAL WARRANTY
- ONE (1) YEAR FOAM SYSTEM WARRANTY
- SIX (6) YEAR PUMP WARRANTY
- TEN (10) YEAR ROLLUP DOOR WARRANTY
- TEN (10) YEAR PLUMBING WARRANTY
- TEN (10) YEAR PRO-RATED BODY PAINT WARRANTY
- THREE (3) YEAR GOLDSTAR GRAPHICS WARRANTY

PIERCE PROPOSAL #283 INCLUDES COMPLETE DETAILS OF WARRANTY COVERAGE.

SUPPLIER WARRANTIES THAT REQUIRE ADMINISTRATION DIRECTLY BETWEEN THE END USER AND THE COMPONENT SUPPLIER SHALL BE ADMINISTERED BETWEEN THE FIRE DEPARTMENT AND COMPONENT SUPPLIER.

EXHIBIT C

PIERCE PROPOSAL

CONTRACT FOR APPARATUS IS FOR ONE (1) PIERCE IMPEL PUC RESCUE PUMPER PER PROPOSAL #283 DATED FEBRUARY 24, 2016 PRESENTED TO THE CITY OF WEST DES MOINES BY RELIANT FIRE APPARATUS, INC. PROPOSAL #283 WAS IN RESPONSE TO THE REQUEST FOR PROPOSALS FOR CLASS "A" FIRE ENGINE.

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

ITEM: Approval of Funding Application for Polk County
Community Betterment Grant – Human Services

DATE: March 7, 2016

FINANCIAL IMPACT: No impact to City's General (operating) Fund; any grant proceeds received would be placed in the Human Services Trust fund.

BACKGROUND:

Human Services is submitting a \$5,000 grant request to Polk County to support the department's Emergency Assistance Program. The County has provided funding to Human Services for the past five years.

OUTSTANDING ISSUES (if any): The specific purpose of this proposal is to prevent low-income West Des Moines residents from becoming homeless by helping them in crisis situations such as eviction or utility disconnections. To be eligible for this assistance, residents are at or below 175% of poverty.

RECOMMENDATION: City Council approval of a motion supporting Human Services application of funds for a Polk County Community Betterment grant.

Lead Staff Member: Althea Holcomb, Human Services Director

STAFF REVIEWS

Department Director	<i>Althea Holcomb</i>
Appropriations/Finance	<i>[Signature]</i>
Legal	<i>[Signature]</i>
Agenda Acceptance	<i>RTG</i>

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

CITY OF WEST DES MOINES CITY COUNCIL MEETING COMMUNICATION

ITEM: Approval of Human Services Funding Application to Sammons Financial Group

DATE: March 7, 2016

FINANCIAL IMPACT: No impact to City's General (operating) Fund; any grant proceeds received would be placed in the Human Services Trust fund.

BACKGROUND:

Human Services is submitting a \$17,500 grant request to Sammons Financial Group to support the department's efforts to develop a Skill Development Center. Sammons Financial Group has supported West Des Moines Human Services through a sponsorship of Sunday Supper last year and a personals pantry drive for the past two years.

OUTSTANDING ISSUES (if any): Sammons Financial Group has a program for Transformational Giving that has a specific purpose to provide a transformational one time opportunity for the organization. The specific purpose of this proposal is to provide the technology (computers, screen, projector and peripherals) to accommodate the educational and training opportunities in the multi-purpose room.

RECOMMENDATION: City Council approval of a motion supporting Human Services application of funds to Sammons Financial Group's Transformational Giving program.

Lead Staff Member: Althea Holcomb, Human Services Director

STAFF REVIEWS

Department Director	<i>[Signature]</i>
Appropriations/Finance	<i>[Signature]</i>
Legal	
Agenda Acceptance	<i>[Signature]</i>

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

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

DATE: March 7, 2016

ITEM: Motion – Approval of Grant Contract – Iowa Department of Agriculture and Land Stewardship (IDALS) Water Quality Initiative Grant – Woodland Hills Park Water Quality Improvements

FINANCIAL IMPACT: Grant revenue of \$65,500 with a City match of \$153,500. The City's match will be covered by \$88,000 in CIP funds already budgeted in FY 15/16 for the parking lot in Woodland Hills Park and \$65,500 from the stormwater enterprise fund.

BACKGROUND: The City has received an IDALS Water Quality Initiative grant in the amount of \$65,500 for the Woodland Hills Park Water Quality Improvements project. The grant application was approved by Council on January 26, 2016.



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

OUTSTANDING ISSUES: None.

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

Lead Staff Member: Sally Ortgies 

STAFF REVIEWS

Department Director	
Appropriations/Finance	
Legal	
Agenda Acceptance	RTJ

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	N/A		
Date Reviewed			
Recommendation	Yes	No	Split

WATER QUALITY INITIATIVE
Urban Conservation Demonstration Projects

CONTRACT NUMBER:	Urban16WQI-012
Project Name:	Woodland Hills Park Water Quality Improvements
Contract Effective Date:	April 1, 2016
Project Completion Date:	June 30, 2017
Award Amount:	\$65,500.00

COST-SHARE GRANT CONTRACT (“Contract”)

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

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

AND City of West Des Moines (“*GRANTEE*”)
PO Box 65320
West Des Moines, IA 50265

Grantee Contact Person: Sally Ortgies Phone: (515) 222-3447

Grantee ID Number: (federal identification #) : _____

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

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

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

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

SECTION 1. PROJECT

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

SECTION 2. PROJECT COMPLETION DEADLINE

The Project must be completed no later than **June 30, 2017**. An extension may be granted by IDALS, through an amendment, if a written request showing demonstrable progress toward completion of the Project is submitted and IDALS determines such an extension is warranted. Any extension request submitted by the Grantee must be received by IDALS no later than 30 days prior to expiration of this agreement.

SECTION 3. DURATION OF COST-SHARE GRANT CONTRACT

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

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

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

SECTION 4. TERMS OF CONTRACT

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

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

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

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

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

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

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

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

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

approval before entry into force and effect.

4.9 AWARD AMOUNT, TYPE. This is a cost-share grant award in the amount of \$65,500.

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

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

All other practices installed shall comply with USDA Natural Resources Conservation Service (NRCS) Standards and Specifications, where available. If an NRCS standard is not available for a desired practice, the practice shall be planned, designed, and constructed in accordance with sound engineering principles and practices.

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

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

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

Specifically, Grantee is required to:

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

SECTION 5. RELEASE AND DISBURSEMENT OF FUNDS

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

- a) Attendance by at least one representative of the applicant at program orientation offered by IDALS staff.
- b) Completion and submission of form "W-9, Request for Taxpayer Identification Number and Certification."

- c) Evidence, acceptable to IDALS or its designee, that acceptable accounting policies and procedures are in place within 90 days of contract execution by all parties.

5.2 REQUESTS FOR DISBURSEMENT. All disbursements of proceeds shall be subject to receipt by IDALS of requests for disbursement submitted by Grantee. Requests for disbursement shall be in a form and content acceptable to IDALS.

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

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

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

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

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

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

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

- a) All purchases for which reimbursement will be requested must be approved by IDALS prior to any expense being incurred by Grantee. Failure to adhere to this condition will result in forfeiture of all claims for reimbursement for the item(s) in question.
- b) In no instance will the reimbursement rate for an item purchased in this category exceed fifty percent (50%) of the documented cost of the item. Furthermore, no other source of state

funding may be used to provide the non-IDALS share of expense for the item.

- c) If at any point prior to completion of the project, a piece of equipment or non-consumable supply item is sold, liquidated, or transferred for use outside of the project, full and immediate repayment of grant proceeds used to purchase the item by the Grantee to IDALS will be required.
- d) Recurring expenses associated with operation and maintenance of such equipment shall be the sole responsibility of the Grantee.

SECTION 6. REPRESENTATIONS AND WARRANTIES

Grantee represents and warrants to IDALS as follows:

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

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

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

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

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

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

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

SECTION 7. DEFAULT

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

7.2 NOTICE OF DEFAULT, REMEDIES. When IDALS determines that an Event of Default has occurred and is continuing, IDALS may, by written notice to Grantee: (i) terminate this Grant Contract and all obligations of IDALS under the Contract as of the date stated in such notice, and

(ii) declare the full amount of Award funds, disbursed, plus penalty described in 6.3, immediately due and payable. Grantee agrees to pay to IDALS all expenses reasonably incurred or paid by IDALS, including reasonable attorneys' fees and court costs, in connection with the enforcement of any of the terms of this Grant Contract.

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

SECTION 8. TERMINATION

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

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

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

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

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

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

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

SECTION 9. CONFLICT OF INTEREST

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

SECTION 10. INDEMNIFICATION

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

SECTION 11. CONTRACT ADMINISTRATION

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

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

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

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

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

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

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

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

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

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

FOR GRANTEE:

City of West Des Moines
Applicant Entity

Signature

Print Name/Title


_____/_____/_____
Date

FOR IDALS:

Michael L. Naig, Deputy Secretary of Agriculture

_____/_____/_____
Date

Iowa Department of Agriculture & Land Stewardship
WATER QUALITY INITIATIVE
TARGETED DEMONSTRATION WATERSHED PROJECTS
APPLICATION FOR FUNDING ASSISTANCE

Project Title: Woodland Hills Park Water Quality Improvements
Applicant Entity: City of West Des Moines
Contact Person: Sally Ortgies, Superintendent of Parks
Address: P.O. Box 65320, West Des Moines, IA 50265
Phone: 515-222-3447
E-mail: sally.ortgies@wdm.iowa.gov
Authorizing Signature:  _____ **Date:** 02-01-2016
Gary Scott, Director of Parks & Recreation

Surface Water: Primary – Sugar Creek Tributary 2 (West Des Moines) / Secondary – Sugar Creek (West Des Moines) / Tertiary - Raccoon River (West Des Moines)

Woodland Hills Park is a new neighborhood park owned by the City of West Des Moines and located at 1230 South 95th Street in a rapidly growing area of West Des Moines. The park is 7.8 acres in size and is currently in the very beginning stages of development. The proposed grant project focuses on practices within the park to improve water quality. A map showing the park location and the Sugar Creek Tributary 2 watershed is attached. Directly north of the park, but just outside the watershed, is Woodland Hills Elementary School in the Waukee Community School District. Adjacent to the park on the south is the City-owned Woodland Hills Greenway encompassing a total of 22 acres. The greenway contains several tributaries to Sugar Creek which is located west of the project site. Other land use is primarily residential with some proposed office and commercial land use planned along Mills Civic Parkway in the northwest corner of the watershed. Approximately 143 acres of the 330 acre watershed are still undeveloped at this time. A land use map is attached.

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

- City Manager's Office
- Parks & Recreation Department
- Public Works Department
- Engineering Department
- Waukee Community School District (adjacent property owner/user)
- Watershed Property Owners (single-family residents/Edgewater Senior Living residents/owners of undeveloped property)

Budget Summary:

	IDALS Request	Partner Contributions	Landowner Contributions	Total Budget
4/15/16-6/30/16	\$6,000 ⁽¹⁾	\$18,000 ⁽¹⁾	\$0	\$24,000
7/1/16-6/30/17	\$58,000 ⁽²⁾ \$1,500 ⁽³⁾	\$134,000 ⁽²⁾ \$1,500 ⁽³⁾	\$0	\$192,000 \$3,000
Overall	\$65,500	\$153,500	\$0	\$219,000

(1) Engineering costs related to biocells and parking lot components

(2) Construction costs related to biocells, soil restoration, native seeding, and parking lot components

(3) Costs related to education efforts

Narrative

Primary Components/Practices & Benefits

The proposed project includes improvements to Woodland Hills Park with the goals of enhancing water quality within the Sugar Creek Tributary 2 watershed and providing an example of best management practices. All of the components will be installed in sequence as part of a treatment train to reduce runoff and allow more opportunity for infiltration. A plan showing the park and the locations of each component is attached.

1. **Bioretention Cells** – The park site was graded in 2014-15 and includes several basins for stormwater detention. Three of the four basins are proposed to be converted into bioretention cells (biocells) utilizing best practices as identified in the Iowa Stormwater Manual. This will include the excavation of existing soil in each basin with installation of 18 to 24 inches of amended soil, a rock layer, subdrains, erosion control structures, and native plant plugs. The estimated cost of this component is \$81,000 (\$72,000 construction + \$9,000 engineering). The estimated cost of \$4,000 associated with erosion control plans, SWPPP, and submittal of the NPDES permit is included in the cost of this component.

Benefits of the biocells include increased infiltration of rainwater and improved quality of water flowing through the three biocells and outletting into the Sugar Creek Tributary. There will also be benefits from the native plantings in each biocell, including increased aesthetics, improved wildlife habitat, less frequent mowing, lower fertilizer and herbicide use, and educational opportunities for the general public and the students at the adjacent Woodland Hills Elementary School.

Status

City staff has discussed this component with the original engineer for the park site plan, Civil Design Advantage, and they are prepared to provide engineering services. The City plans to contract with Civil Design Advantage to prepare preliminary plans for the bioretention cells and update the existing stormwater management plan for the park. Since it is anticipated that this planning work will be completed prior to the April 1 start date for grant projects, the cost to prepare the preliminary plans and to update the existing stormwater management plan will be funded entirely by the City.

Anticipated Timeline

As mentioned above, preliminary plans and an update to the stormwater management plan will be completed by April. Final construction plans, erosion control plans, and SWPPP will be completed in early summer, a NPDES General Permit No. 2 will be submitted, bidding will occur in July, and a contract will be awarded in early August 2016. Construction will begin in August, and the project will be completed in the spring of 2017.

2. **Soil Quality Restoration (SQR) & Native Seeding** – The soil in Woodland Hills Park is fairly compacted following grading operations and the main soil type is Ladoga silty clay loam that has a slow infiltration rate when wet. The proposed project involves restoring the soil over an area approximately 4 acres in size. About 2 acres was seeded in turfgrass last spring and, once established, will serve as an open space for sports practices and general use. The remaining 2 acres of the SQR area was seeded in native grasses and forbs which unfortunately were poorly established due to weather conditions following seeding. The proposed project will involve aerating the site with a plug or deep-tine aerator to a depth of approximately 4 inches and then applying $\frac{3}{4}$ inch of compost (according to Method 8 as outlined in Section 2E-6 of the Iowa Stormwater Management Manual). The native areas will be re-seeded by City staff with a short-grass mix. The estimated cost of this component is \$17,000.

The main benefit of the soil quality restoration component is improved water infiltration which will decrease runoff. The addition of organic matter will also benefit the establishment of the fairly new turf and native plantings, increase turf quality, and may reduce fertilizer and pesticide applications.

Status

This component will be included in the updated stormwater management plan being prepared by Civil Design Advantage in March.

Anticipated Timeline

Plans and specifications will be prepared by City staff. No costs related to these plans are included in the grant request. The work related to this component will be bid and contracted during the summer of 2016 and would occur in the fall of 2016 with native seeding taking place in the winter of 2016 or late spring of 2017.

- 3. Permeable Pavement** – This component involves the installation of areas of permeable pavement in the new parking lot to be installed in the park. Plans are to utilize the PaveDrain system on one side of the lot and across the driveway off S. 95th Street to collect as much rainwater as possible before it enters the intake located in the driveway. The cost of the entire parking lot project is estimated to be \$118,000 with approximately \$30,000 (\$27,000 construction + \$3,000 engineering) of this being costs associated with the permeable pavement component.

Benefits of the permeable pavement component will include stormwater storage, increased infiltration, and cleaning of water that falls on the parking lot prior to it entering the rest of the stormwater system in the park.

Status

City staff has discussed this component with the original engineer for the park site plan, Civil Design Advantage, and they are prepared to provide engineering services. Along with the bioretention cells, the City will be contracting with Civil Design Advantage to prepare preliminary plans for the parking lot and permeable pavement. Since it is anticipated that this planning work will be completed prior to the April 1 start date for grant projects, the cost to prepare the preliminary plans and to update the existing stormwater management plan will be funded entirely by the City.

Timeline

As mentioned above, preliminary plans and an update to the stormwater management plan will be completed by April. Final construction plans, erosion control plans, and SWPPP will be completed in early summer, a NPDES General Permit No. 2 will be submitted, bidding will occur in July, and a contract will be awarded in early August 2016. Construction will begin in August, and the project will be completed in the spring of 2017.

Permits

Prior to implementation of any of the above components, an erosion control plan and SWPPP will be completed. A NPDES General Permit No. 2 will be submitted for approval. All required erosion control measures will also be put in place and monitoring will occur as required.

Partners/Funding

Since the proposed project is taking place entirely on City property, the City will contribute all non-grant funds. Funds for the parking lot portion of the project are mostly coming from budgeted funds in the City's Capital Improvement Program. The City's 50% match for the permeable pavement portion of the parking lot will be funded out of the City's stormwater enterprise fund. All matching funds for the bioretention cells and soil quality restoration are from the stormwater enterprise fund. The native seeding, education, and outreach will include some City in-kind contributions for staff time, printing, and mailing.

Other / Future Phases

The first phase of the Woodland Hills Park & Greenway project was completed in 2015 and included planting approximately 4.5 acres of native grasses and forbs. The Parks and Recreation Department includes native seeding in nearly every new park project because of the many benefits natives provide including increased infiltration, improved soil, decreased runoff, increased aesthetics, improved wildlife habitat, less frequent mowing, lower fertilizer and herbicide use, and educational opportunities. In addition, a master plan for the 22 acre Woodland Hills Greenway is currently being prepared by the City and LT Leon Associates Inc. to guide future efforts throughout the entire watershed. The first steps of the master plan have been completed, including a preliminary study of the watershed hydrology and hydraulics, a field assessment by the project engineer and an ecologist, and analysis of trail alignments. A technical memorandum was submitted to the City on November 25, 2015 and presented to City staff and Jennifer Welch, Urban Conservationist on November 30, 2015. A copy of the technical memorandum can be made available upon request. Many sections of the streams that run through the greenway are highly unstable due to excessive runoff over recent years. Following the completion of the proposed projects within the park, the City will continue water quality improvements by implementing best management practices throughout the greenway.

Project Evaluation

Several evaluation methods will be utilized including tests of water quality at the discharge point into the Sugar Creek Tributary before and after the project is completed, soil permeability tests, and surveys of the watershed property owners to gauge increased awareness. In addition, the stormwater management plan previously prepared for the park will be updated and any calculated reductions in stormwater runoff will be determined and documented.

Education / Information Program

Although the above practices are all taking place on public park property, an important part of the project is providing education to private property owners within the watershed. City staff along with our partnering agencies will provide educational programs and materials to the various property owners. The Parks and Recreation Department Green Team made up of staff from all areas of the department will lead the educational efforts. In other efforts over the past year, West Des Moines residents have shown great interest in watersheds, and this will likely be the case in the Woodland Hills neighborhood. The cost of educational efforts is estimated to be \$3,000. The City will match 50% of this through its stormwater enterprise fund.

<u>Timeline</u>	<u>Educational Effort</u>	<u>Potential Reach</u>
May 2016	Introductory mailing to residents of the watershed to inform them of the project and to provide them with simple ideas to implement on their own	161 property owners

June 2016	Distribute information about the project at Parks & Recreation Night at the Valley Junction Farmers Market	200 to 300 participants
June 2016	Place project information on the Environmental Efforts page of the City's website & post on social media	4,000 followers
August 2016	Place signs on the park site with information about the project	50 - 100 visitors per month
August 2016	Include article on the project in the WDM Magazine	31,000 homes & businesses
September 2016	Mail information packet to residents in the watershed including flyers about rainscaping, native turf, and soil quality restoration	161 property owners
October 2016	Hold neighborhood informational event "Meet Your Watershed"	50 participants
October 2016	Place project update on the City's website & post on social media	4,000 followers
February 2017	Include article with project update in the WDM Magazine	31,000 homes & businesses
May 2017	Place a sign or signs with QR code linking to information on each practice	50 – 100 visitors per month
June 2017	Hold a "Watershed Fun" day camp for children living in the watershed	20 – 30 participants

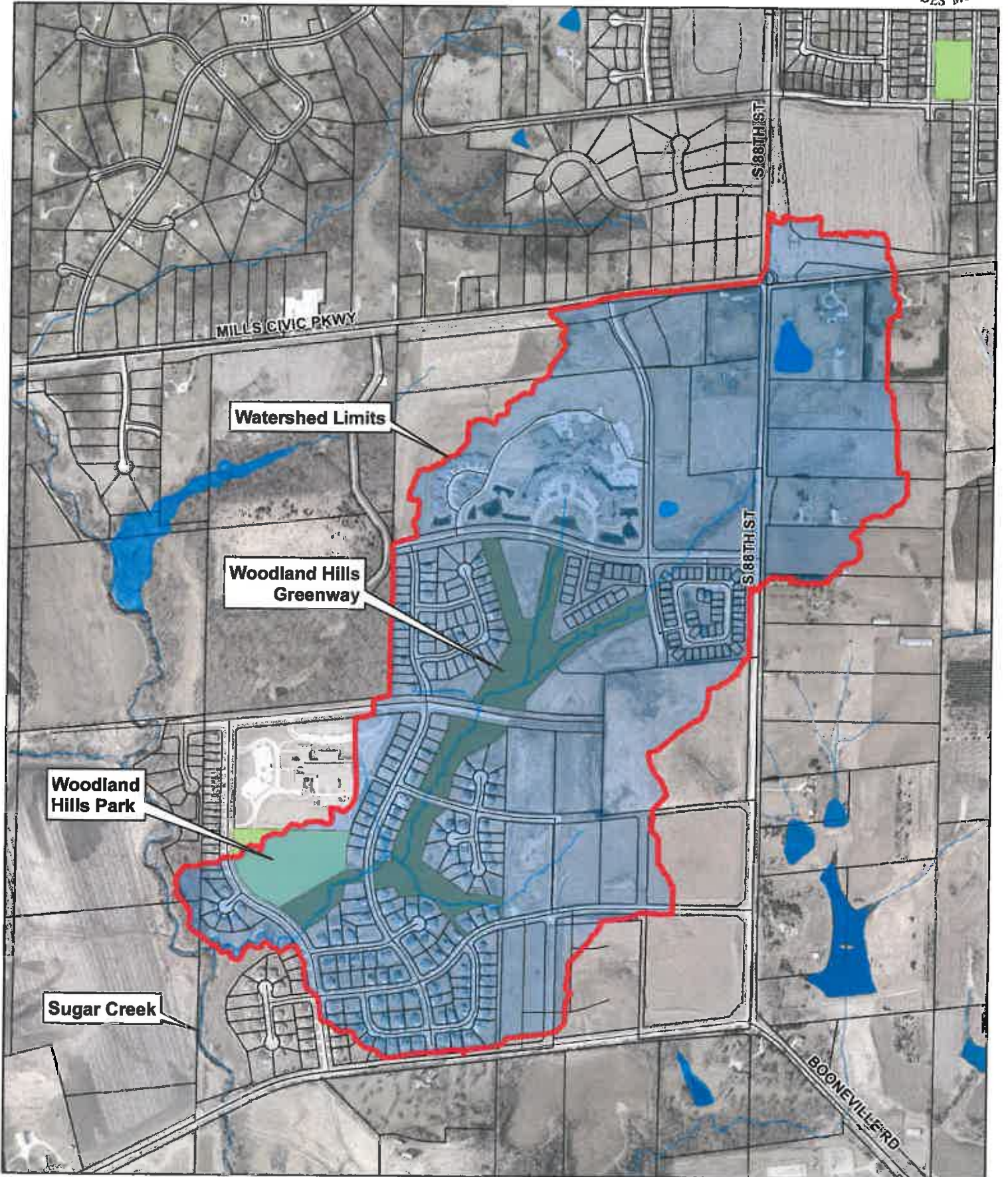
Practice Description / Budget

<p>Practice #1: Bioretention Cells Three existing detention basins will be converted into bioretention cells (biocells)</p>	<p>IDALS: \$40,500 TOTAL: \$81,000</p>
<p>Practice Details: Biocells are proposed in three locations within the park where standard detention basins currently exist. Each basin has its own drainage area, but all are connected by pipes with water draining through the basins from the west to the east. The easternmost basin drains directly into the Sugar Creek Tributary. Since the basins already exist, the stormwater management plan will simply need to be updated and the biocells will need to be designed. City staff has already discussed this work with the original engineer for the project, Civil Design Advantage, and they are prepared to assist. This practice will involve excavating the existing soil in the three basins as shown on the attached plans. However, due to the additional stormwater capacity created with the projects being proposed, excavation may not be necessary in all of the basins. A rock layer and subdrains will be installed and native plugs will be planted. An erosion control plan, SWPPP, and permit submittal for the entire site are included in this practice.</p>	
<p>Practice #2: Soil Quality Restoration / Native Seeding Soil restoration will take place on approximately 2 acres of area currently planted in turfgrass and 2 acres previously planted in native grasses and forbs. Native area will be re-seeded.</p>	<p>IDALS: \$8,500 TOTAL: \$17,000</p>
<p>Practice Details: This will involve deep aerating to a depth of approximately 4 inches and applying ¾" of compost to the area. Native areas will be seeded with a short-grass mix. City staff will manage this portion of the project. There will be no additional permits required for this practice.</p>	
<p>Practice #3: Permeable Pavement The PaveDrain system or equal will be installed for stormwater storage and to improve quality of water draining off the parking lot and driveway.</p>	<p>IDALS: \$15,000 TOTAL: \$118,000</p>
<p>Practice Details: Approximately 1,800 SF of the 10,000 SF parking lot and driveway will be installed using the PaveDrain system of permeable pavers or equal. The remainder of the parking lot and driveway will be concrete with concrete curb and gutter. Preliminary plans have been developed for the parking lot by City staff in consultation with the Specifications Engineer for PaveDrain. Construction documents will be prepared by Civil Design Advantage (CDA) in conjunction with the biocells. The stormwater management plan for the park site will also be updated by CDA. There will be no additional permits required for this practice.</p>	
<p>Education / Outreach</p>	<p>IDALS: \$1,500 TOTAL: \$3,000</p>



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Feet

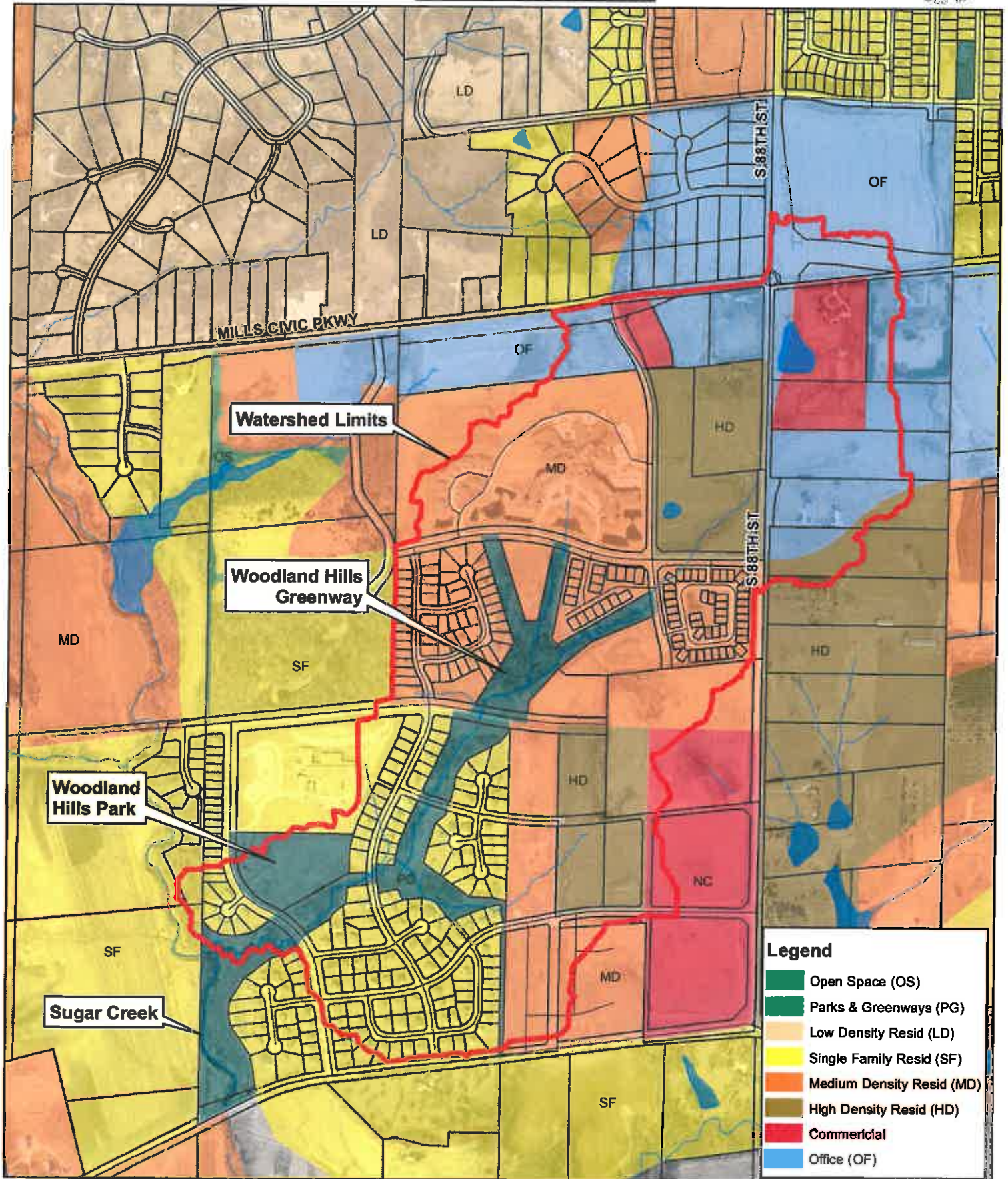
SUGAR CREEK TRIBUTARY 2 WATERSHED





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Feet

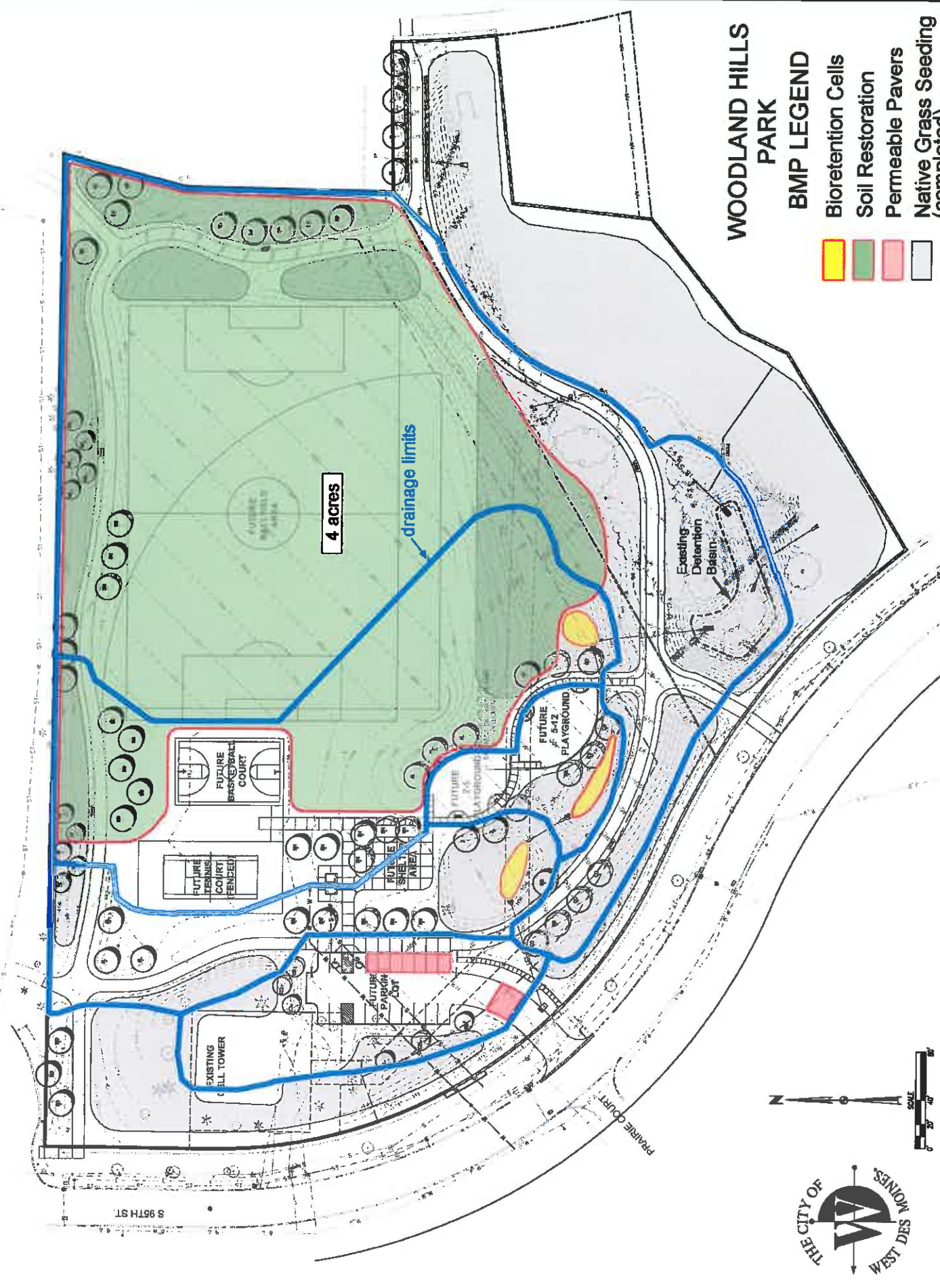
SUGAR CREEK TRIBUTARY 2 WATERSHED LAND USE MAP



WOODLAND HILLS PARK

BMP LEGEND

- Bioretention Cells
- Soil Restoration
- Permeable Pavers
- Native Grass Seeding (completed)





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

City Manager

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

Phone:
515-222-3610

FAX
515-222-3638

Website
www.wdm.iowa.gov

'Aaa'
Credit Rating
Moody's

'AAA'
Credit Rating
Standard & Poor's

January 29, 2016

Iowa Department of Agriculture & Land Stewardship
Water Quality Initiative: Targeted Demonstration Watershed Projects
Woodland Hills Park Water Quality Improvements

To Whom It May Concern:

The City of West Des Moines is one of the fastest growing cities in the State of Iowa. The growth provides a great opportunity to incorporate various practices that will slow down and absorb water along with water quality improvements. This will be possible by the City of West Des Moines and the Iowa Department of Agriculture and Land Stewardship working together to bring these practices to Woodland Hills Park in a growing area of the City. The project will provide not only improvements to the environment but great educational opportunities for the people who use the park.

West Des Moines is working to improve water quality within new and existing areas, and, of course, this requires a change in thinking and approach for many businesses and homeowners. As we begin to incorporate practices such as bio retention, soil restoration and permeable pavement we hope to create a waterfall effect where our residents get excited which in turn encourages our elected officials to support similar practices moving forward.

The City and IDALS will be teaming up to make an impact that can be seen and used as a model to incorporate in future plans. Eventually, in time, practices such as this will become a standard way of doing business. Projects like this can serve as a catalyst to move these efforts forward.

We appreciate the ongoing support of IDALS and look forward to making a total investment of \$219,000 leveraged by your \$65,500 grant.

If you have any questions please do not hesitate to contact me.

Sincerely,

Tom Hadden

City Manager

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

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

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

WHEREAS, the application from the City of West Des Moines will be submitted to the Iowa Department of Agriculture and Land Stewardship by the February 2, 2016 deadline;

NOW THEREFORE BE IT RESOLVED by the City Council of the City of West Des Moines that the following grant application be submitted to the Iowa Department of Agriculture and Land Stewardship by the February 2, 2016 application deadline:

PROJECT NAME	REQUEST AMOUNT
Woodland Hills Park Water Quality Improvements	\$65,500

16-01-26-01

Passed and adopted this 26th day of January, 2016.



 Steven K. Gaer, Mayor



 Ryan Jacobson, City Clerk

COUNCIL ACTION	YEAS	NAYS	ABST.	ABSENT
TRIMBLE	✓			
MICKELSON	✓			
TRIMBLE	✓			
MESSERSCHMIDT	✓			
SANDAGER	✓			
MOTION BY <i>Messerschmidt</i>				
SECOND BY: <i>Trimble</i>				
ROLL CALL # <i>16-015</i>				

Budget Description**Exhibit B**

Component	Total	IDALS/ WQI	Local Match Amount	Match Source(s)
Technical/Design Assistance	\$24,000	\$6,000	\$18,000	<u>Grantee</u>
Information/Education	\$3,000	\$1,500	\$1,500	<u>Grantee</u>
Practices (list & number)				
1. Bioretention Cells	\$75,000	\$37,500	\$37,500	<u>Grantee</u>
2. Soil Restore/Seeding	\$17,000	\$8,500	\$8,500	<u>Grantee</u>
3. Permeable Pavement	\$100,000	\$12,000	\$88,000	<u>Grantee</u>
4.	\$	\$	\$	
(add lines as needed)	\$	\$	\$	
TOTALS	\$219,000	\$65,500	\$153,500	

CITY OF WEST DES MOINES CITY COUNCIL MEETING COMMUNICATION

ITEM: Motion – Approval of Agreement with Actual Size Artworks
for *Art on the Trail*

DATE: March 7, 2016

FINANCIAL IMPACT: \$130,000 from Public Art Fund, 1535.40.370.6.7398

SYNOPSIS: The Art on the Trail Selection Committee met on Tuesday, February 9, 2016, to select one of three finalists that was recommended for interviewing by the Public Arts Advisory Commission on December 10, 2015 and approved by the City Council on December 28, 2015. Finalist proposals included a graphic depiction of the proposed artwork, schedule (design, fabrication and installation), installation method and budget.

The three finalists/finalist teams interviewed were:

- Actual Size Artworks - Stoughton, WI (Gail Simpson and Aristotle Georgiades)
- Thomas Stancliffe - Cedar Falls, IA
- Foster Willey - St. Paul, MN

Each finalist/finalist team was given a tour of the Jordan Creek trail system prior to their presentation. Selection of artworks proposed by the finalists was based on the following criteria:

- Heighten visibility of the trails for non-users and increase a sense of pride among users.
- The context of each site should inform the design and content of each artwork.
- The five sculptures should be considered as a sequence of artworks that reflect a unique aesthetic vision and invite curiosity among audiences to discover the entire collection and explore the length of the trail.
- The design of each sculpture should address the floodplain environment and incorporate interactive elements that allow audiences or natural elements to activate movement.
- Consider colorful, whimsical forms that evoke a sense of identity and character.
- Artworks must be low maintenance and durable, able to withstand extreme weather conditions.
- Consider opportunities for community engagement.
- At least one of the five artworks should be of significant scale.

The Public Arts Advisory Commission approved the selection committee's recommendation of Actual Size Artworks for *Art on the Trail* on February 25, 2016.

BACKGROUND: A copy of Actual Artworks information and agreement is attached. The agreement was reviewed by the Assistant City Attorney

OUTSTANDING ISSUES (if any): None at this time.

RECOMMENDATION: That the City Council approve the contract.

Lead Staff Member: Greg Hansen, Superintendent of Recreation AH

STAFF REVIEWS

Department Director	
Appropriations/Finance	
Legal	
Agenda Acceptance	RTG

**CITY OF WEST DES MOINES, PUBLIC ARTS ADVISORY COMMISSION
PUBLIC ART PROGRAM
ART ON THE TRAIL**

**FINAL PROPOSAL AND PROJECT IMPLEMENTATION
AGREEMENT BY AND BETWEEN OWNER AND ARTIST**

THIS AGREEMENT is made on _____ between the City of West Des Moines acting for City of West Des Moines, Public Arts Advisory Commission, hereinafter referred to as the OWNER, and Actual Size Artworks hereinafter referred to as the ARTIST. The OWNER'S REPRESENTATIVE shall be the Director of Parks and Recreation or his designee.

WHEREAS, the City of West Des Moines, Iowa desires to commission and acquire site-integrated and site-specific public works of art for the community of West Des Moines, Iowa, and;

WHEREAS, the OWNER desires the ARTIST to create a public work of art, hereinafter referred to as the PUBLIC WORK OF ART, in the ARTIST'S unique style, and expressed with community engagement;

NOW, THEREFORE, in consideration of the mutual promises and undertakings contained herein, the parties agree as follows:

Article 1. Scope of Services

1.1 General

a. The ARTIST shall perform all services and furnish all supplies, materials and equipment as necessary for the design, execution, fabrication, transportation and installation of the Public Work of Art at the site.

b. The ARTIST shall determine the artistic expression, scope, design, color, size, material, and texture of the Public Work of Art, subject to review and acceptance by the OWNER'S REPRESENTATIVE as set forth in this Agreement.

c. It is the intent of the parties that the OWNER'S REPRESENTATIVE and the ARTIST establish a close and cooperative consultation throughout the duration of this Agreement.

1.2 Design Development and Final Proposal

a. As promptly as possible after the execution of the Agreement, the ARTIST shall carry out reasonable site inspections, interviews, community engagement, and research as may be necessary, in order to further develop the Initial Proposal for the Public Work of Art submitted on February 9, 2016 (Attachment A).

b. If the inspections, interviews, research, community engagement, and meetings provided for in paragraph (a) require more than two (2) trips by the ARTIST to City of West Des Moines, before approval of the Final Proposal, the OWNER shall reimburse the ARTIST for reasonable expenses for travel and lodging of additional trips as pre-approved in writing and arranged for by the OWNER'S REPRESENTATIVE.

c. The first phase of community engagement shall occur during Design Development with the selection of the animals to be used in the Public Work of Art using the process described in the Initial Proposal. The OWNER'S REPRESENTATIVE shall work in conjunction with the ARTIST by scheduling and promoting an open house event and by providing a platform for online discussion and polling.

d. Within sixty (60) days after the execution of this Agreement, the ARTIST shall prepare and submit the Final Proposal including further development of the Public Work of Art to the OWNER'S REPRESENTATIVE. The Final Proposal shall specify such materials, textures, colors, dimensions, weights, finish and preliminary maintenance recommendations and proposed installation method and include such

drawings and other documentation and models as are required to present a meaningful representation of the concept and design of the proposed Public Work of Art. The species of animals to be used shall be included along with a map specifically showing each of the five sculpture locations. The Final Proposal shall also include a detailed description of any further community engagement, including the process for naming the animals that are part of the Public Work of Art. The ARTIST shall also prepare a narrative statement describing the relevance and meaning of the Final Proposal in relation to this Public Art Project, and provide written instructions for proposed and appropriate maintenance and preservation of the Public Work of Art. The Final Proposal shall include a budget, not to exceed \$130,000, that includes estimated costs for design, site testing, engineering, insurance, execution, fabrication, transportation, traffic control, installation, and site restoration and the ARTIST'S fee.

e. If the required soil testing determines that the proposed sculptures cannot safely be sited in the locations identified in the Preliminary Proposal, or will require site work that exceeds the amount of the contingency included in the Preliminary Proposal, the ARTIST shall have the right to submit a new or revised proposal within sixty (60) days after the execution of this Agreement.

f. The OWNER'S REPRESENTATIVE, shall within thirty (30) days following the ARTIST'S submission of the Final Proposal, notify the ARTIST whether it approves or disapproves the Final Proposal. During this period the ARTIST shall be available as reasonably required to communicate with the OWNER'S REPRESENTATIVE regarding the Final Proposal.

g. If the OWNER'S REPRESENTATIVE determines that the Final Proposal is disapproved, it shall provide the ARTIST with a statement in writing of its reasons for such disapproval. In such event, the OWNER'S REPRESENTATIVE shall determine if either the ARTIST shall submit a second Proposal for the Public Work of Art within a reasonable period of time specified by the OWNER'S REPRESENTATIVE, or to terminate this agreement. Within thirty (30) days following a second Proposal submission by the ARTIST, the OWNER'S REPRESENTATIVE shall notify the ARTIST in writing whether it approves or disapproves the Proposal. If the OWNER'S REPRESENTATIVE shall determine that the second proposal is disapproved, it shall provide the ARTIST with a statement in writing of its reasons for disapproval, whereupon this Agreement shall terminate.

h. In the event of termination of the Agreement pursuant to paragraph (f), the ARTIST shall retain the Proposal and all compensation theretofore paid and neither party shall be under any future obligation to the other in respect of the subject matter thereof.

i. Although the ARTIST shall have the responsibility and authority for all aspects of the Public Work of Art, the ARTIST shall give appropriate consideration to input received from the OWNER'S REPRESENTATIVE, city staff, the community and the Public Arts Advisory Commission.

j. The ARTIST may provide input to the OWNER'S REPRESENTATIVE with respect to all of the other physical elements of the site locations, but the OWNER shall have the final authority for all such other physical elements beyond the Public Work of Art.

k. The ARTIST agrees to design and install the Public Work of Art in such a way as to allow it to be removed and relocated without damage, destruction or other change of the Public Work of Art.

1.3 Design Review

a. Within sixty (60) days after the OWNER'S REPRESENTATIVE approves the Final Proposal, the ARTIST shall, after consultation and collaboration with the OWNER'S REPRESENTATIVE and city staff, prepare and submit to the OWNER'S REPRESENTATIVE detailed working drawings of the Public Work of Art and the site, together with such other graphic materials as may reasonably be requested by the OWNER'S REPRESENTATIVE including certification that the Public Work of Art is in compliance with applicable statutes, ordinances, regulations or requirements of any governmental regulatory agency having jurisdiction over the project. The ARTIST shall be responsible for contracting with a structural engineer to certify the design of all footings and other structural components of the Public Work of Art. Upon request

by the ARTIST, the OWNER'S REPRESENTATIVE shall promptly furnish all information, materials, and assistance required by the ARTIST in connection with said submission.

b. The OWNER may require the ARTIST to make such revisions to the Final Proposal as are necessary for the Public Work of Art to comply with applicable statutes, ordinances, regulations or requirements of any governmental regulatory agency having jurisdiction over the project.

c. The OWNER may also request revisions for other practical (non-aesthetic) reasons.

d. The ARTIST shall receive no revision or redesign fees.

e. Within thirty (30) days after its receipt of the ARTIST'S submission pursuant to this Section 1.3, the OWNER'S REPRESENTATIVE shall notify the ARTIST of its approval or disapproval of such submission and of all revisions made in the detailed working drawings as a result thereof. Revisions made pursuant to the Section 1.3 become part of the Final Proposal.

f. Upon approval of the Final Proposal and all detailed working drawings, the OWNER shall become owner of all the studies, sketches, drawings, paintings, diagrams, working drawings, graphic material, and models or related products as presented in the Final Proposal to the Public Arts Advisory Commission.

1.4 Execution of the Work

a. The ARTIST shall complete installation of the Public Work of Art by November 1, 2016. After written approval of the submissions and revisions made pursuant to Section 1.3, the ARTIST shall furnish the OWNER'S REPRESENTATIVE a tentative schedule for community engagement, including naming of the animals that are part of the Public Work of Art; completion of fabrication and installation of the Public Work of Art; and a schedule for the submission of progress reports, if any. After written approval of the schedule by the OWNER'S REPRESENTATIVE, the ARTIST shall fabricate, transport and install the Public Work of Art in accordance with such schedule. Such schedule may be amended by written agreement between the OWNER'S REPRESENTATIVE and the ARTIST.

b. The OWNER shall have the right to review the Public Work of Art at reasonable times during the fabrication thereof. The ARTIST shall submit to the OWNER progress reports in accordance with the schedule provided for in Section 1.4 (a)

c. The ARTIST shall be responsible for obtaining any and all permits from any governmental regulatory agency required to perform any aspect of the fabrication and installation of the Public Work of Art.

d. The ARTIST shall complete the fabrication and installation of the Public Work of Art in substantial conformity with the Final Proposal, detailed working drawings, and approved schedule.

e. The ARTIST shall present to the OWNER'S REPRESENTATIVE in writing for further review and approval any significant changes in scope, design, color, size, material or texture of the Public Work of Art not permitted by or not in substantial conformity with the Final Proposal or detailed working drawings. A significant change is any change in scope, design, color, size, material, texture or location of the site of the Public Work of Art which affects installation, scheduling, site preparation or maintenance for the Public Work of Art or the concept of the Public Work of Art as represented in the Final Proposal.

1.5 Delivery and Installation

a. The ARTIST shall notify the OWNER'S REPRESENTATIVE in writing when the fabrication of the Public Work of Art is completed and the ARTIST is ready for its delivery and installation at the site.

b. The ARTIST agrees to notify the OWNER'S REPRESENTATIVE, no fewer than thirty (30) days prior to the ARTIST'S intended time of delivery to determine the particulars of delivery including time, location and agent designated by the OWNER.

c. The ARTIST shall deliver and install the completed Public Work of Art at the site in compliance with the schedule approved pursuant to Section 1.4.(a).

d. The ARTIST shall be responsible for all expenses, labor, and equipment to prepare the site for the timely installation of the Public Work of Art, including footings, spot lighting and mounting devices.

1.6 Post-Installation

a. Within thirty (30) days after the installation of the Public Work of Art, the ARTIST shall furnish the OWNER'S REPRESENTATIVE with the following photographs/images of the Public Work of Art:

(i) a minimum of twenty-four (24) images which document the process and development of the Public Work of Art from community engagement to beginning fabrication through completion. Images must be 600 dpi, and suitable for electronic and print publication.

(ii) a minimum of twelve (12) images of the completed and installed Public Work of Art, taken from at least three different viewpoints;

b. The abovementioned photographs shall become the property of the City to be used at the City's discretion.

c. The ARTIST shall be notified of any dates and times for public art dedication or presentation ceremonies relating to the Public Art Program. The OWNER shall not be required to pay the ARTIST'S expenses to attend any such ceremonies.

d. The OWNER'S REPRESENTATIVE shall use its best efforts to arrange for publicity for the completed Public Work of Art in such publications as may be determined between the OWNER'S REPRESENTATIVE and the ARTIST as soon as practicable following installation.

e. Upon installation of the Public Work of Art, the ARTIST shall provide to the OWNER'S REPRESENTATIVE written, final instructions for appropriate maintenance and preservation of the Public Work of Art.

1.7 Final Acceptance

a. The ARTIST shall advise the OWNER'S REPRESENTATIVE in writing when all services required by Article 1, including those described in Section 1.6., have been completed in substantial conformity with the Final Proposal.

b. The OWNER'S REPRESENTATIVE shall notify the ARTIST in writing of its final acceptance of the Public Work of Art.

c. Final acceptance shall be effective as the earlier of: (1) the date of the OWNER'S REPRESENTATIVE'S notification of final acceptance; or, (2) the 60th day after the ARTIST has sent the written notice to the OWNER'S REPRESENTATIVE under section 1.7.(a) unless the OWNER'S REPRESENTATIVE upon receipt of such notice and prior to the expiration of the 60-day period, gives the ARTIST written notice specifying and describing the services which have not been completed.

1.8 Risk of Loss

The risk of loss or damage to the Public Work of Art shall be borne by the ARTIST until final acceptance by the OWNER, and the ARTIST shall take such measures as are necessary to protect the Public Work of Art from loss or damage until final acceptance

1.9 Indemnity

a. The ARTIST agrees to indemnify and hold harmless the OWNER from any liabilities, willful or non-willful acts of negligence by the ARTIST or the ARTIST'S subcontractors or agents, for any loss, theft, mutilation, vandalism or other damage (including that caused by acts of God) that may befall the Public Work of Art during any activities related to the planning, creation, delivery or installation of the Public Work of Art, or for any failure of warranty as described in Article 4.

b. Upon final acceptance of the Public Work of Art, and to the extent permitted by Iowa law, the OWNER shall indemnify and hold harmless the ARTIST against any and all claims or liabilities arising

thereafter in connection with the Public Work of Art, the site, the project or this agreement, caused by the OWNER'S negligence, except claims which may occur as a result of the ARTIST'S breach of the warranties provided in Article 4.

1.10 Title. Title to the Public Work of Art shall pass to the OWNER upon final acceptance.

Article 2. Compensation and Payment Schedule

2.1 Fixed Fee. The OWNER shall pay the ARTIST a fixed fee of 130,000, which shall constitute full compensation for all fees, services, expenses, and materials to be performed and furnished by the ARTIST under this agreement. The fee shall be paid in the following installments, expressed as percentages of such fixed fee, each installment to represent full and final, non-refundable payment for all services, expenses, and materials provided prior to the due date thereof. The ARTIST shall invoice the OWNER for each payment request.

a. Ten percent (10%) upon execution of this agreement, recognizing the ARTIST has already invested time and expense in preliminary design coordination with the OWNER.

b. Twenty percent (20%) within sixty (60) days after the OWNER notifies the ARTIST of its approval of the Final Proposal.

c. Twenty percent (20%) within sixty (60) days after the OWNER notifies the ARTIST of its approval of the submission of detailed working drawings required under Section 1.3.

d. Forty percent (40%) within thirty (30) days after the ARTIST notifies the OWNER that the Public Work of Art is fabricated and ready for installation at the site.

e. Ten percent (10%) within thirty (30) days after final acceptance. If the ARTIST selects to utilize the OWNER'S services and materials during installation, those fees shall be deducted from the final payment due the ARTIST.

2.2 ARTIST'S Expenses. The ARTIST shall be responsible for the payment of all mailing or shipping charges on submissions to the OWNER'S REPRESENTATIVE, the cost of transporting the Public Work of Art to the site and the costs of all travel by the ARTIST and the ARTIST'S agents and employees necessary for the proper performance of the services required under this agreement except as provided for in Section 1.2.(b.).

Article 3. Time of Performance

3.1 Duration. The services to be required of the ARTIST as set forth in Article 1 shall be completed in accordance with the schedule for completion of the Public Work of Art as proposed by the ARTIST and approved by the OWNER'S REPRESENTATIVE pursuant Section 1.4, provided that such time limits may be extended or otherwise modified by written agreement between the ARTIST and the OWNER'S REPRESENTATIVE.

3.2 Construction Delays. If, when the ARTIST completes fabrication or procurement of the Public Work of Art in accordance with the approved schedule and notifies the OWNER that the Public Work of Art is ready for installation, the ARTIST is delayed from installing the Public Work of Art within the time specified in the schedule as a result of a delay on the part of the OWNER, the OWNER shall provide storage, or reimburse the ARTIST for reasonable transportation and storage costs incurred for the period between the time provided in the schedule for commencement of installation and the date upon which the Public Work of Art can be installed.

3.3 Early Completion of ARTIST Services. The ARTIST shall bear any transportation and storage costs resulting from the completion of the ARTIST'S services prior to the time provided in the schedule for installation.

3.4 Time Extensions. The OWNER'S REPRESENTATIVE may grant a reasonable extension of time to the ARTIST in the event that there is a delay on the part of the OWNER in performing its obligations under this Agreement, or if conditions beyond the ARTIST'S control or Acts of God render timely performance of the ARTIST'S services impossible or unexpectedly burdensome. Likewise the ARTIST shall always grant a reasonable extension of time to the OWNER in the event that there is a delay on the part of the ARTIST in performing its obligations under this Agreement, or if conditions beyond the OWNER'S control or Acts of God render timely performance of the OWNER'S services impossible or unexpectedly burdensome. Failure to fulfill contractual obligations due to conditions beyond either party's reasonable control will not be considered a breach of contract; provided that such obligations shall be suspended only for the duration of such condition.

Article 4. Warranties

4.1 Warranties of Title. The ARTIST represents and warrants that: (a) the Public Work of Art is solely the result of the artistic effort of the ARTIST; (b) except as otherwise disclosed in writing to the OWNER'S REPRESENTATIVE, the Public Work of Art is unique and original and does not infringe upon any copyright; (c) that the Public Work of Art, or a duplicate thereof, has not been accepted for sale elsewhere; and (d) the Public Work of Art is free and clear of any liens from any source whatever.

4.2 Warranties of Quality and Condition. The ARTIST represents and warrants, except as otherwise disclosed to the OWNER in writing in connection with the submission of the Proposal and pursuant to Article 1 that: (a) the execution and fabrication of the Public Work of Art will be performed in a high-quality workmanlike manner; (b) the Public Work of Art, as fabricated and installed, will be free of defects in material and workmanship, including any defects consisting of inherent vice or qualities which cause or accelerate deterioration of the Public Work of Art; and (c) reasonable maintenance and preservation instructions to be submitted by the ARTIST to the OWNER'S REPRESENTATIVE hereunder, shall adequately maintain and preserve the Public Work of Art.

The warranties described in this Article 4 shall survive for a period of five years after the final acceptance of the Public Work of Art. The OWNER shall give notice to the ARTIST of any observed breach with reasonable promptness. The ARTIST shall, at the request of the OWNER, and at no cost to the OWNER, cure reasonably and promptly the breach of any such warranty which is curable by the ARTIST and which cure is consistent with professional conservation standards (including, for example, cure by means of repair or refabrication of the Public Work of Art).

Article 5. Insurance

5.1 The ARTIST and all employees of the ARTIST shall each effect and maintain insurance to protect the ARTIST from claims under workers compensation acts; claims for damages because of bodily injury including personal injury, sickness or disease, or death of any of their employees or of any person other than their employees; and from claims for damages because of injury to or destruction of tangible property; including loss of use resulting therefrom; and from claims arising out of their performance of professional services caused by errors, omissions, or negligent acts for which the ARTIST is legally liable.

5.2 All certificates of insurance required in this Article 5 shall state that thirty (30) days written notice will be given to the OWNER before the policy is canceled or changed. All certificates of insurance shall be

delivered to the OWNER'S REPRESENTATIVE prior to the time that any operations under this Agreement are started.

5.3 All certificates of insurance required in this Article 5 shall be written by an insurance company authorized to do business in the State of Iowa.

5.4 The insurance required in this Article 5 shall be written on an occurrence form of policy for not less than any limits of liability specified herein, or required by law, whichever is greater:

General Liability; Contractually, Independent Contractors, Broad Form Property Damage	\$500,000 (including single limit per occurrence)
Personal Injury, Underground Explosion and Collapse	\$500,000 (Aggregate hazards)
Automobile Liability (including all owned, non-owned and hired autos) single limit	\$500,000 Combined Single Limit
Workers Compensation	Statutory Benefits \$100,000 Coverage B
Umbrella Liability; (applying directly excess of above liability coverages)	\$1,000,000 Combined Single Limit \$1,000,000 Aggregate

5.5 Workers Compensation insurance shall not be required if the ARTIST has no employees. The ARTIST agrees to obtain and maintain Workers Compensation insurance if and when any employees are added.

5.6 Umbrella Liability coverage shall not be required if General Liability coverage meets or exceeds the required Umbrella Liability coverage amount.

Article 6. Reproduction Rights.

6.1 General. The ARTIST retains all rights under the Copyright Act of 1976, 17 U.S.C., 101 et. seq., and all other rights in and to the Public Work of Art except ownership and possession, except as such rights are limited by this Section 6.1. In view of the intention that the Public Work of Art in its final dimension shall be unique, the ARTIST shall not make any additional duplicate reproductions of the final Public Work of Art, nor shall the ARTIST grant permission to others to do so except with the written permission of the OWNER. The ARTIST grants to the OWNER and its assigns a royalty-free, irrevocable license to make two dimensional reproductions of the Public Work of Art for educational and/or non-profit purposes, including but not limited to reproductions used in advertising, calendars, posters, brochures, clothing, media, publicity, catalogues, city, educational and development projects, or other similar publications, provided that these rights are exercised in a professional manner, which license shall be assigned by the OWNER without the consent of the ARTIST.

6.2 Notice. All reproductions by the OWNER shall contain a credit to the ARTIST and a copyright notice substantially in the following form: © Actual Size Artworks, date of publication.

6.3 Credit to Owner. The ARTISTS shall use best efforts to give a credit reading substantially, "An original public work of art commissioned for Art on the Trail, City of West Des Moines, Public Arts Advisory Commission. In the permanent Collection, Public Arts Advisory Commission, West Des Moines, Iowa" in any public showing under the ARTIST'S control of reproductions of the Public Work of Art.

6.4 Registration. The ARTIST shall cause to be registered, with the United States Register of Copyrights, a copyright of the Public Work of Art in the ARTIST'S name.

Article 7. IDENTIFICATION and ARTIST'S Rights

7.1 Identification. The ARTIST shall incorporate into the PUBLIC WORK OF ART text or plaque at the site identifying the ARTIST, the title of the Public Work of Art, the year of completion, and the City of West Des Moines Public Art Program, Public Arts Advisory Commission. The final wording shall be mutually agreed upon by ARTIST and OWNER'S REPRESENTATIVE.

7.2 Maintenance. The OWNER recognizes that maintenance of the Public Work of Art on a regular basis is essential to the integrity of the Public Work of Art. The OWNER shall reasonably assure that the Public Work of Art is properly maintained and protected, taking into account the instructions of the ARTIST provided in accordance with Section 1.6 (e).

7.3 Alteration of the Public Work of Art or of the Site.

a. Except as provided under subsection 7.3(b), below, the OWNER agrees that it will not intentionally damage, alter, modify or change the Public Work of Art without the prior written approval of the ARTIST.

b. The OWNER reserves the right to alter the location of the Public Work of Art; relocate the Public Work of Art to another site; and remove the Public Work of Art from public display as necessitated by city development and planning, or as the OWNER determines as appropriate. The following provisions shall apply to relocation or removal:

(i) While the OWNER shall attempt to remove Public Work of Art in such a way as to not affect the Public Work of Art, it is the parties understanding that such removal may result in damage, alternation, modification, destruction, distortion or other change of the Public Work of Art. The ARTIST acknowledges that this provision shall qualify under 17 U.S. C. Section 113,(d) so as to waive rights under 17 U.S.C. Section 106A.

(ii) If, at the time of removal, it is determined that the Public Work of Art may be removed without damage, alteration, modification, destruction, distortion or other change, OWNER shall give notice as required by 17 U.S.C. Section 113 (d) (2) and (3). On completion of the Public Work of Art, the ARTIST agrees to file the records, including ARTIST'S identity and address, with the Register of Copyrights as provided under 17 U.S.C. Section 113 (d) (3). The ARTIST further agrees to update information with the Register of Copyrights so as to permit notification of intent to remove the Public Work of Art.

7.4 Permanent Record. The OWNER'S REPRESENTATIVE shall maintain on permanent file a record of this Agreement and the location and disposition of the Public Work of Art.

Article 8. ARTIST as Independent Contractor.

The ARTIST shall perform all work under this Agreement as an independent contractor and not as an agent or an employee of the OWNER. The ARTIST shall not be supervised by any employee or official of the OWNER, nor shall the ARTIST exercise supervision over any employee or official of the OWNER.

Article 9. Assignments, Transfer, Subcontracting

9.1 Neither this Agreement nor any interest herein shall be transferred or assigned by the ARTIST. Any such transfer shall be null and void and shall be cause to annul this Agreement.

9.2 Subcontracting by ARTIST. The ARTIST may subcontract portions of the services to be provided hereunder at the ARTIST'S expense provided that said subcontracting shall not negatively affect the design, appearance, or visual quality of the Final Proposal or Public Work of Art, and shall be carried out under the personal supervision of the ARTIST. The ARTIST must obtain approval from the OWNER'S REPRESENTATIVE prior to hiring any subcontractor. If the OWNER'S REPRESENTATIVE does not approve the hiring of any subcontractor, another subcontractor must be submitted for approval by the OWNER'S REPRESENTATIVE.

Article 10. Termination

If either party to this agreement shall willfully or negligently fail to fulfill in a timely and proper manner, or otherwise violate, any of the covenants, agreements or stipulations material to this agreement, the other party shall thereupon have the right to terminate this agreement by giving written notice to the defaulting party of its intent to terminate specifying the grounds for termination. The defaulting party shall have thirty (30) days after receipt of the notice to cure the default. If it is not cured, then this agreement shall terminate. In the event of default by the OWNER, the OWNER shall promptly compensate the ARTIST for all services performed by the ARTIST prior to termination. In the event of default by the ARTIST, all finished and unfinished drawings, sketches, photographs, and other work products prepared and submitted or prepared for submission by the ARTIST under this agreement shall at the OWNER'S option become its property, provided that no right to fabricate or execute the Public Work of Art shall pass to the OWNER and the OWNER shall compensate the ARTIST pursuant to Article 2 for all services performed by the ARTIST prior to termination; or at the ARTIST'S election, the ARTIST shall refund all amounts paid by the OWNER in exchange for all finished and unfinished related Public Work of Arts. Notwithstanding the previous sentence, the ARTIST shall not be relieved of liability to the OWNER for damages sustained by the OWNER by virtue of any breach of this Agreement by the ARTIST, and the OWNER may reasonably withhold payments to the ARTIST until such time as the exact amount of such damages due the OWNER from the ARTIST is determined.

Article 11. Compliance

The ARTIST shall be required to comply with Federal, State, and City statutes, ordinances and regulations applicable to the performance of the ARTIST'S services under this agreement.

Article 12. Records Access

The ARTIST shall provide the OWNER access to any books, documents, papers, and records which are directly pertinent to the specific contract, for the purpose of making an audit, examination, excerpts, and transcriptions, for three years after final payment and all other pending matters related to this agreement are closed.

Article 13. Non-Discrimination

During the performance of this agreement, the ARTIST shall not discriminate against any employee or applicants for employment because of race, color, creed, religion, national origin, sex, sexual orientation, marital status, status with regard to public assistance, disability, or age. The ARTIST shall post in places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause and stating that all qualified applicants will receive consideration for employment. The ARTIST shall incorporate the foregoing requirements of this paragraph in all of its subcontracts for

program work, and will require all of its subcontractors for such work to incorporate such requirements in all subcontracts for program work.

Article 12. Entire Agreement

This writing embodies the entire agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.

Article 13. Modification

No alternation, change, or modification of the terms of the agreement shall be valid unless made in writing and signed by both parties hereto and approved by appropriate action of the OWNER.

Article 14. Notices

All notices, requests, demands and other communications which are required or permitted to be given under this agreement shall be in writing and shall be deemed to have been duly given upon the delivery or receipt thereof, as the case may be, if delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, as follows:

a. if the OWNER, to: Gary Scott, Director of Parks and Recreation
City of West Des Moines, Public Arts Advisory Commission
P.O. Box 65320
4200 Mills Civic Pkwy., Suite 1-B
West Des Moines, Iowa 50265

Phone: 515-222-3449
E-mail: gary.scott@wdm.iowa.gov

b. if the ARTIST, to: Gail Simpson & Aristotle Georgiades
Actual Size Artworks
673 Center Rd.
Stoughton, WI 53589

Phone: 608-217-9599
E-mail: info@actualsizeartworks.com

Article 15. Additional Agreements

The ARTIST shall recognize the OWNER'S REPRESENTATIVE or designee as its duly authorized representative of the OWNER.

Article 16. Jurisdiction

Any disputes regarding this Agreement and any written modifications to this Agreement, which result in litigation, shall be subject to the jurisdiction of the State of Iowa, and specifically the Polk County, Iowa, District Court for claims involving state law, and the Southern District of Iowa, United States District Court, for claims involving federal law.

This agreement is executed on day and year first written above.

PUBLIC ARTIST:

Actual Size Artworks

Social Security Number / Federal Tax I.D.

Recommended by:

T. J. Lechtenbert
Chair, Public Art Selection Committee

Gary Scott
Director of Parks and Recreation
OWNER'S REPRESENTATIVE

Tamara Kenworthy
Chair
City of West Des Moines, Public Arts Advisory Commission

OWNER

Steven K. Gaer
Mayor
City of West Des Moines

“Surrounds”



A Proposal for West Des Moines Art on the Trail

Actual Size Artworks 2016

Thank you for inviting us to make a presentation for the West Des Moines Art on the Trail project. Our proposal is titled "Surrounds".



We visited the trail in December and were struck by the beauty of the natural surroundings embedded within the built environment. The proximity of wildness so close at hand is a treasure, an opportunity to remind ourselves that we are part of nature too, no matter how far removed from it we might be during our daily lives. A chance encounter in our yards or parks with wildlife can be the source of delight, surprise, and fascination. We feed birds, watch raccoons, track the movements of a family of foxes. A visit to the Jordan Creek Trail, running through the city of West Des Moines, places us right in the junction of the natural and human-made worlds. Each visit to the trail might offer a glimpse of an animal in its habitat, looking back at us in ours. With this artwork it's our goal to express the potential of the trail to offer this rich experience, and to beckon people to venture into this piece of wilderness in their own community.

Most of the sites are near developed areas, although you don't really feel like you're in a city while walking the trail. We wanted the artwork to engage people with their surroundings, and to break out of the automatic pilot on which we so often go from here to there. When we see something unexpected, we often become more observant, wondering what else we might have missed, and we start to actively look around us. This is the approach we took with this proposal.

Because the trail is meant to be used by everyone, we wanted the artwork to be inviting to children and teens as well as adult users. We often employ representational imagery and a sense of humor in our work to appeal to a wide audience. We also took into consideration the points of view and the need for many of the sculptures to be vertical for visibility. Our sculptures consist of a series of linear compositions based on power lines (which are omnipresent), with organic postures that curve and sway like blades of grass or saplings in the wind. At the top of the linear forms are animals of the sort that we might see along the trails, and **the community will select the specific types of animals.** The animals will be stylized to present a strong silhouette, are gesturing to the trail, and are represented in fanciful colors to place them in the realm of imagination. The fact that animals such as rabbits, who don't climb, are atop these structures is also meant to encourage whimsical thinking. These will be vivid in all weather conditions and apparent from a distance, encouraging people to visit the trail and see all five trailhead sites.

One of the trailheads seemed like the right site for a larger and more complex work, and we are suggesting a group of three structures for site #5. We also see the opportunity for a more interactive sculpture at site #2, and are proposing a horizontal component based on a hollow log. This site has a bench and appears to be a dry, grassy area that will permit lingering, and the log will encourage playing among both children and adults.

The vertical structures will be made of brushed stainless steel, and the animals will be made of polychromed cast aluminum. These materials are durable, low maintenance, and resistant to all weather conditions. The hollow log form has a steel armature and a surface of a recycled-plastic material such as Trex that is often used in park furniture. This material is also very low maintenance and can be replaced if damaged. The sites will have clusters of limestone slabs for seating, to resemble the ones used in the roadway designs in the area.

We envision a community forum to select the animals to be used in the sculptures – through the use of an open house event and an online discussion. We’d work with the Parks Department to present a list of animals and birds native to the area, and ask residents to participate by nominating their favorites. For the purposes of this proposal we modeled ducks, rabbits, raccoons, beavers and squirrels, but the list of possible creatures is much longer. There is also the possibility of a “naming contest” the way zoos often do for new acquisitions. The actual siting of the sculptures will be done in consultation with City staff and engineers.

We feel very excited about this project and believe it would capture the imaginations of residents and visitors, and we would look forward to developing the concept with you further. Thank you for your consideration.

Materials:

Stainless steel, painted cast aluminum, limestone blocks, composite lumber

Budget:

Materials & fabrication (steel, aluminum, stone, trex)	85,000.00
Painting & surface prep	5,000.00
Hardware & studio supplies	3,700.00
Engineering & construction drawings, sculptures	2,500.00
Engineering, site testing	5,000.00
Installation (site work, equipment rental)	5,000.00
Liability insurance, 9 mo. prorated	900.00
Other administrative costs	500.00
Documentation	500.00
Assistant (60 hrs. @ \$15/hr.)	900.00
Artists’ travel (4 trips)	1,600.00
Trucking to site	2,500.00
Artist’s fee 10%	13,000.00
<u>Contingency 3%</u>	<u>3,900.00</u>
Total	130,000.00

Scale: Model is 1" = 1', sculptures range from 16 - 18' h

Maintenance: occasional rinsing of street dirt with water & light detergent may be desirable depending on environmental conditions.
Animal figures can be repainted in the future if necessary.

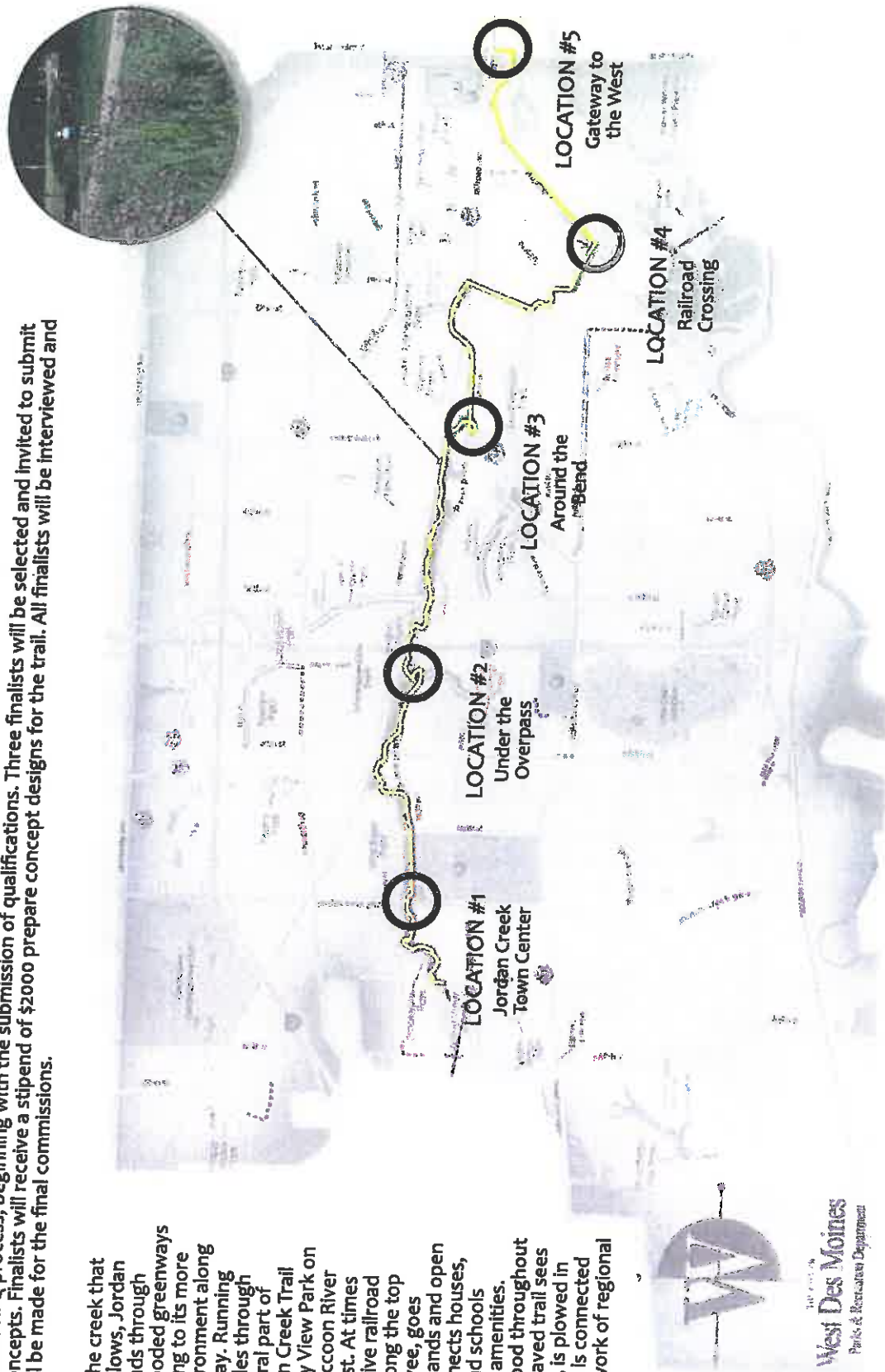


West Des Moines - ART ON THE TRAIL

The city of West Des Moines has contracted with Forecast Public Art to facilitate the development of five public artworks for the Jordan Creek Trail. One artist or team will be chosen for all artworks, as described here.

This is a two-phase RFQ process, beginning with the submission of qualifications. Three finalists will be selected and invited to submit preliminary concepts. Finalists will receive a stipend of \$2000 prepare concept designs for the trail. All finalists will be interviewed and a selection will be made for the final commissions.

Named after the creek that it generally follows, Jordan Creek Trail winds through sections of wooded greenways before returning to its more suburban environment along EP True Parkway. Running for nearly 7 miles through the north central part of the City, Jordan Creek Trail connects Valley View Park on the west to Raccoon River Park on the east. At times it traverses active railroad tracks, rides along the top of the flood levee, goes through woodlands and open areas, and connects houses, apartments, and schools to recreational amenities. Sections can flood throughout the year. This paved trail sees year round use, is plowed in the winter, and is connected to a larger network of regional trails.



Budget \$130,000

The total budget for all five artworks is \$130,000. The selected artist/team can determine the budget for each site, as long as the total for all expenses does not exceed this amount. All locations are highly visible from the trail as well as proximate roadway and pedestrian traffic and lie within the floodplain. Artworks should be designed to bring visibility to the trails for groups other than frequent

trail users, create an identity at each site, and instill a sense of pride within the community. Artworks should also be colorful, whimsical forms that evoke a sense of identity and character while also reflecting a unique municipal aesthetic vision, and inviting curiosity among audiences.

LOCATION #1 Jordan Creek Town Center

Corner of Jordan Creek Parkway and EP True Parkway. Located next to the Jordan Creek Town Center, a major shopping destination, providing high visibility for all mall-goers. Very busy vehicle intersection.



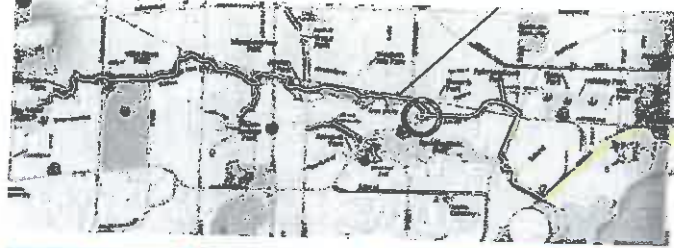
LOCATION #2 Under the Overpass

Just West of I-35; at the intersection of Prairie View Drive and EP True Parkway. This site is not visible from the highway but could thematically connect with the speeding traffic.



LOCATION #3 Around the Bend

Located at major trail intersection of the Jordan Creek Trail and the Mills Civic Parkway Trail. Also connects to Southwoods Park and Ashawa Park. While this site has high visibility from a busy vehicular intersection nearby, trail-goers feel as if they are not in the city.



LOCATION #4 Railroad Crossing

This site is the start of the Jordan Creek Trail system. It is the only active railroad crossing on the trail, the point where Jordan Creek floods most often, and just north of busy Raccoon River Park. To the east, trail-goers see remembrances to industry. Looking west gives a picturesque frame of the Jordan Creek Trail.



LOCATION #5 Gateway to the West

As the trail gateway into West Des Moines from the east (Des Moines), here the trail begins to ride the top of the flood levee, giving trail users a higher vantage point. This site is also on the SW corner of a busy intersection just south of historic Valley Junction.



Forecast Public Art

Forecast Public Art is an internationally known nonprofit public arts service organization and publisher of *Public Art Review*. Headquartered in St. Paul, MN's Creative Enterprise Zone, Forecast specializes in collaborations between artists and communities, facilitation public art projects, and providing expert advice and guidance with commissioning efforts. www.ForecastPublicArt.org

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

DATE: March 7, 2016

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

FINANCIAL IMPACT: Expense not to exceed \$33,000 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 \$53,970 budgeted for this project.

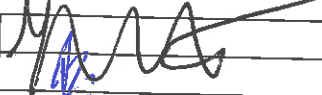
BACKGROUND: Staff recommends that the Council approve an agreement with LT Leon Associates, Inc. for the survey & mapping, preparation of preliminary plans, final plans and specifications for two trail segments located in the Woodland Hills greenway. The services also include streambank stabilization design if found to be necessary to construct these segments of trail. Portions of these trails will be constructed as part of parkland dedication requirements for proposed developments in this area, and plans are necessary for the developer to properly construct these trails. The proposed agreement is attached along with a detailed Scope of Services.

OUTSTANDING ISSUES: None

RECOMMENDATION: That the City Council approve the agreement with LT Leon Associates, Inc.

Lead Staff Member: Sally Ortgies 

STAFF REVIEWS

Department Director	
Appropriations/Finance	
Legal	
Agenda Acceptance	RTG

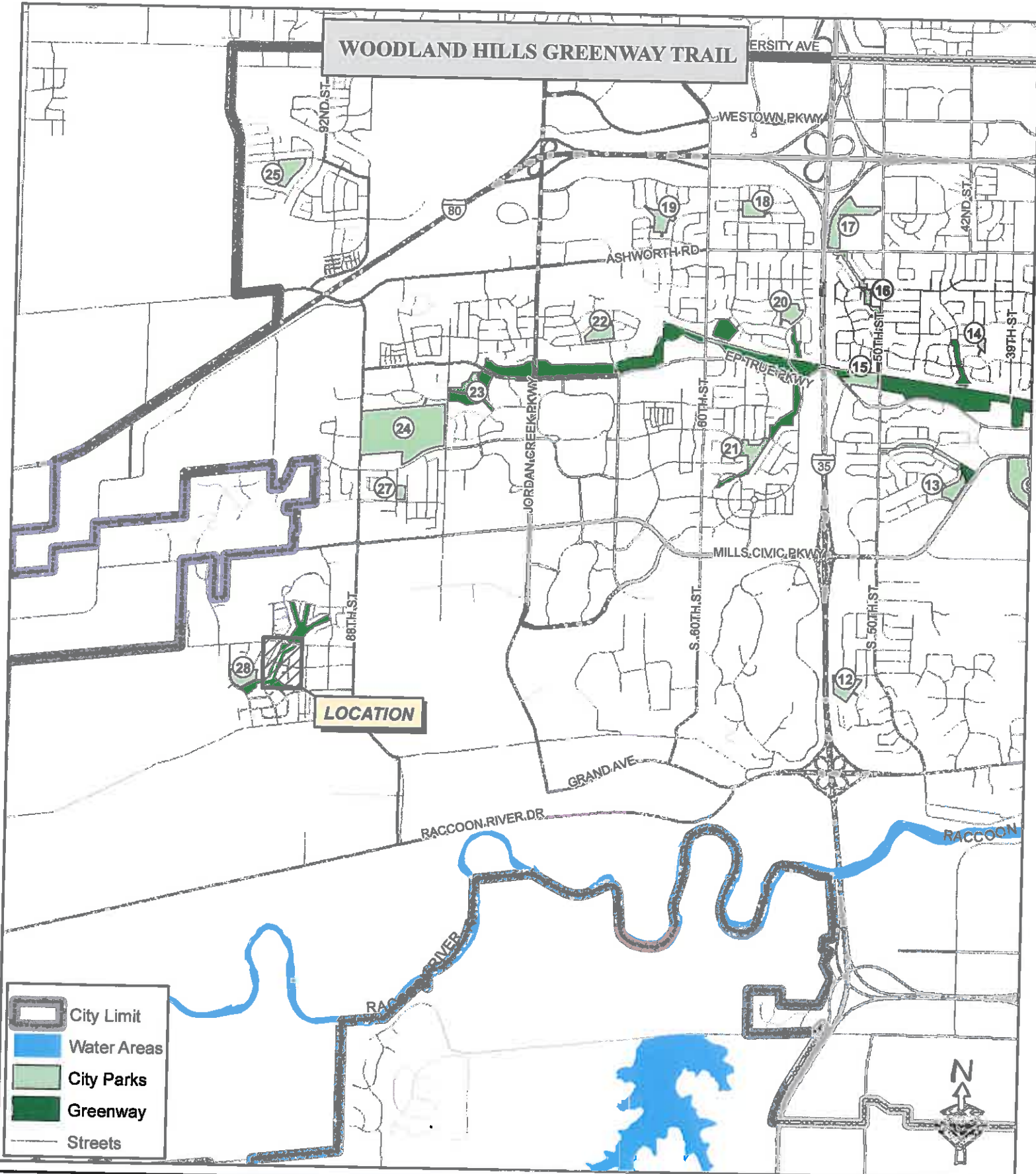
PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

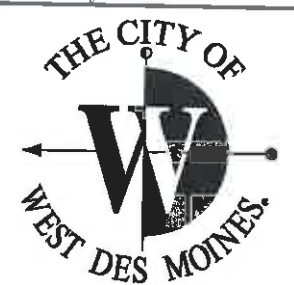
SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

WOODLAND HILLS GREENWAY TRAIL



- | | | | |
|---------------------|---------------------------|-------------------------|-------------------------|
| 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 |



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	\$ 25,000
II. Additional Services	
A. Streambank Stabilization Design	\$ 8,000
B. Temporary Easements	\$ 400 per lot
C. Construction Administration	\$ 5,000
D. Resident Engineering	\$ 4,000

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 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: 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 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: 
Luis T. Leon, President

CITY OF WEST DES MOINES

BY: _____
Ryan T. Jacobson, City Clerk

ATTACHMENT 1

SCOPE OF SERVICES

Woodland Hills Greenway Trail PR-03-16

The proposed project involves Preliminary Survey, Preliminary Plans, Final Plans, and Specifications for the trail alignment (Options A & B) along the Woodland Hills Greenway in West Des Moines. See Exhibit A for project location.

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. Preliminary Survey and Mapping

Field surveys will be conducted to obtain the topographic data, ground elevations, bathymetric data, and cross sections required for the development of the Project and to supplement the existing mapping available from the City. 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.

B. Preliminary Plans

Task 1. Title and General Information Sheets

This task consists of assembling the preliminary title and general information sheets. The preliminary title sheets will include the following: Index of Sheets, Legend, Location Map, and Project Numbers.

Task 2. Preliminary Typical Cross Sections and Details

This task consists of assembling the Typical Sections to be used for the proposed improvements as well as a preliminary determination of the limits that each Typical Section will apply. The Typical Sections will include but not be limited to typical sections for the proposed grading, drainage and surfacing improvements. Typical Details to be used for the proposed improvements will be provided.

Task 3. Preliminary Plan and Profiles

This task consists of the development of preliminary plan and profile sheets that will show the existing topography along with the proposed improvements. Included will be the necessary CADD work to show the preliminary design features for the proposed improvements. The proposed impact limits of the construction activities will also be shown on these sheets.

Task 4. Reference Ties and Bench Marks

This task consists of assembling reference ties to the plan control points and the benchmark data used to develop the plans and to be preserved throughout construction of the project. This task also includes preserving any Government Corners that are found in the vicinity of the proposed construction.

Task 5. Field Exam

This task consists of the preparation of materials for a field exam, participation in the field exam, and reviewing results of the field exam with the City.

Task 6. Regulatory Permitting

Prepare and submit required permits. Correspond with agencies as needed to complete the permitting process.

Task 7. Meetings

It is also estimated that the Consultant's staff will attend approximately one meeting per month with the City, and others to review progress, assist in decision making, and receive direction from the City. It is understood by the parties that the Consultant will attend additional meetings as needed to complete the Project.

Task 8. Project Management

The project manager for the Consultant will be responsible for monthly progress reporting, minutes of meetings, interoffice memoranda, and invoicing. This task also includes scheduling of staff, coordinating with Sub-Consultants, review of progress, and senior review of deliverables.

C. Final Plans and Specifications

Based upon the preliminary design, field exam, and City feedback and comments, the Consultant shall subsequently proceed with final design, contract drawings, specifications, and opinion of probable construction costs. The work tasks to be performed include the following:

Task 1. Final Plans

The Consultant shall provide the City with the following deliverables:

Final Title Sheets

This item consists of finalizing the title sheet. The title sheets will include the following: Index of Sheets, Legend, Location Map, and Project Number.

Final Typical Sections and Details

This item consists of final design and drafting of typical cross sections and details to be utilized for the improvements.

Final Quantities

This item consists of final bid items to be included in the Project, as well as final quantity tabulations, and the development of the general notes and estimate reference information.

Final Plan and Profiles

This item consists of the final design and drafting of plan and profile sheets, including the detail information required for plan reviews, approvals, and construction of the proposed improvements. This task also consists of the final design and drafting for utility adjustments that can be determined from coordination with the utility companies at the time of design.

Final Traffic Control and Staging

This item consists of the final plan for construction scheduling and staging of the Project and for final traffic control measures to be implemented during construction.

Task 2. Specifications

This task consists of providing Detailed Specifications for the Project.

Task 3. Opinion of Probable Construction Cost

The Consultant shall prepare Opinion of Probable Construction Cost for the Project. An updated Opinion of Probable Construction Cost shall be prepared at the time of completion of the plans and specifications. The Opinion of Probable Construction Cost is intended for the use of the City in financing the Project.

Task 4. Meetings

It is estimated that the Consultant's staff will attend one meeting per month with the City, and others to review progress, assist in decision-making, and receive direction from the City. It is understood by the parties that the Consultant will attend additional meetings as needed to complete the Project.

Task 5. Project Management

The project manager for the Consultant will be responsible for monthly progress reporting, minutes of meetings, interoffice memoranda, and invoicing. This task also includes scheduling of staff, coordinating with Sub-Consultants, review of progress, and senior review of deliverables.

II. ADDITIONAL SERVICES – These services shall be provided only upon written authorization by the City to the Consultant.

A. Streambank Stabilization

This task includes preparation of preliminary and final construction drawings and specifications, and required permitting for streambank stabilization for the creek that runs along the proposed trail.

B. Temporary Easements

This task consists of preparing written legal descriptions for temporary easements required for private property impacted by the project. Temporary easement exhibits will not be prepared as part of this task.

C. Construction Administration

Task 1. Pre-construction Meeting

The Consultant shall conduct a pre-construction meeting after award of construction contract for the City's Contractor, subcontractors, utility companies, and other interested parties.

Task 2. Shop Drawings

The Consultant shall review shop drawings, samples, and other data, which the Contractor is required to submit, but only for conformance with design concept of the Project and conformance with the information given in the contract documents. The Consultant shall evaluate and determine the acceptability of substitute materials and equipment proposed by the Contractor. The Consultant shall have authority to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testing, and approvals required.

Task 3. Site Visits

In connection with observations of the Contractor's work while it is in progress:

- a. The Consultant shall make daily visits to the site during active construction work in order to observe, as an experienced and qualified design professional, the progress and quality of the various aspects of the Contractor's work. Based on information obtained during such visits and on such observations, the Consultant shall determine, in general, if such work is proceeding in accordance with the Plans, and the Consultant shall keep the City informed of the progress of the work.

- b. The purpose of the Consultant's visits to the site will be to enable the Consultant to better carry out his duties and responsibilities during the construction phase and, in addition, by exercise of the Consultant's efforts as an experienced and qualified design professional, to provide for the City a greater degree of confidence that the completed work of the Contractor will conform to the Plans, and that the integrity of the design concept as reflected in the Plans has been implemented and preserved by the Contractor.
- c. The Consultant shall not during such visits supervise, direct, or have control over the Contractor's work, nor shall the Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by the Contractor for safety precautions and programs incident to the work or for any failure of the Contractor to comply with laws, rules, regulations, ordinances, codes, or orders applicable to the Contractor furnishing and performing his work.
- d. During such visits, the Consultant may disapprove of or reject the Contractor's work while it is in progress if the Consultant believes that such work will not produce a completed Project that conforms to the Plans, or that it will prejudice the integrity of the design concept of the Project as reflected in the Plans.

Task 4. Change Orders

The Consultant shall issue necessary interpretations and clarifications of the Plans, and in connection therewith, prepare change orders as required.

Task 5. Final Inspections and Project Close-Out

The Consultant shall conduct an inspection in the company of the City to determine if the work is substantially complete and a final inspection to determine if the completed work is acceptable. The Consultant may recommend, in writing, final payment to the Contractor and may give written notice to the City and the Contractor that the work is acceptable. This task will also include assembling final project documentation, certifications, and attendance at the project audits.

Task 6. Re-establishing of Lot Corners

Upon completion of the proposed improvements, the lot corners disturbed during construction will be re-established by a surveyor licensed in the State of Iowa.

Task 7. Record Drawings

This task consists of preparation of construction record drawings defining the actual location of improvements and fixtures. The Consultant shall prepare record drawings showing those changes made during construction, based on the marked-up drawings and other data furnished by the Contractor and the Resident Construction Observer. The Consultant shall provide the City with one (1) reproducible copy of the record drawings and an electronic copy of the project drawings.

D. Resident Engineering

Frequent resident observation of the construction work in addition to that included under Paragraph I.D. Construction Administration. The Consultant shall determine the amounts owing to the Contractor and recommend, in writing, payments to the Contractor in such amounts. Such recommendations of payment will constitute a representation to the City, based on such observations and review that the work progressed to the point indicated, and that to the best of the Consultant's knowledge, information, and belief, quality of such work is generally in accordance with the Plans. In the case of unit-price work, the Consultant's recommendation of payment will include final determinations of the quantities and classifications of such work.

This phase consists of coordinating field-testing of construction materials incorporated into the project with the City's independent testing consultant and preparing written reports that document compliance or non-compliance of construction materials. Also included is observing the performance of construction work and advising the Contractor and the City of non-complying work or materials incorporated into the

project. For budget purposes, it is assumed that the construction period will be four (4) weeks and that one 25%-time staff member of the Consultant will be available for the construction observation services on this project.

E. The additional services listed below are not included as part of this Scope. If authorized, under a supplemental agreement, the Consultant shall furnish or obtain from others the following services:

- Geotechnical Engineering
- Wetland Delineation
- Archaeological Survey, Monitoring
- Threatened and Endangered Species Survey
- Appraisal/Appraisal Reviews
- Report-of-Liens
- Right-of-Way Negotiations
- Preparation of right of way or permanent easement acquisition plat documents

ATTACHMENT 2

PROJECT SCHEDULE

**Woodland Hills Greenway Trail
PR-03-16**

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

I. Basic Services of the Consultant

- A. Preliminary Survey and Mapping..... March 2016**
- B. Preliminary Plans..... April 2016**
- C. Final Plans and Specifications May 2016**

ATTACHMENT 3

SCHEDULE OF FEES

Woodland Hills Greenway Trail
PR-03-16

LT LEON ASSOCIATES, INC.

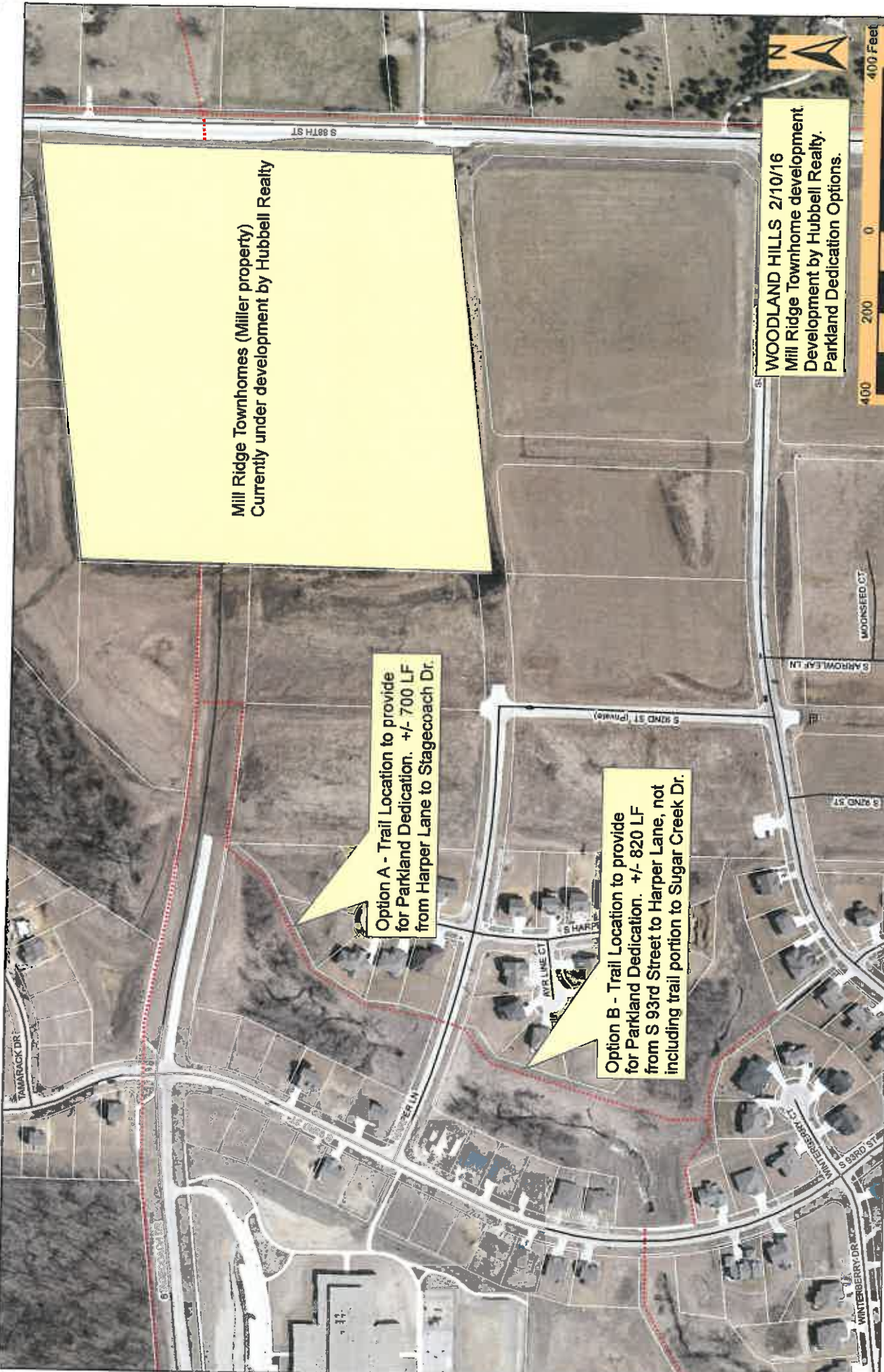
Billing Rate Schedule

Effective January 1, 2016

<u>Professional Services</u>	<u>Billing Rate</u>
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.



Mill Ridge Townhomes (Miller property)
Currently under development by Hubbell Realty

Option A - Trail Location to provide for Parkland Dedication. +/- 700 LF from Harper Lane to Stagecoach Dr.

Option B - Trail Location to provide for Parkland Dedication. +/- 820 LF from S 93rd Street to Harper Lane, not including trail portion to Sugar Creek Dr.

WOODLAND HILLS 2/10/16
Mill Ridge Townhome development
Development by Hubbell Realty.
Parkland Dedication Options.



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

4(j)

ITEM:

DATE: March 7, 2016

Motion - Approving Amendment #1 to Professional Services Agreement
Miscellaneous Land Surveying Services
Abaci Consulting, Inc.

FINANCIAL IMPACT:

The cost of the amendment to the Professional Services Agreement for miscellaneous land surveying services will not exceed \$25,000.00. The contract maximum limit would be raised to \$45,000. Purchase orders will be issued by City staff for specific work tasks as the need arises. Billings will be invoiced at standard hourly rates plus reimbursable expenses. Costs for these services will be charged to the appropriate Capital Project account when possible. 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. Staff anticipates the costs associated with the amendment will be paid from budgeted account no. 0100.20.495.5.4500 with ultimate funding from 0100.20.480.3.3830 for any expenses related to sale of City property. A limited amount of funds will be recovered as a result of the sale of the surplus property.

BACKGROUND:

Approval of this amendment authorizes Abaci Consulting, Inc. to continue to perform the miscellaneous land surveying services as directed and overseen by the City Engineer. Work covered in this indefinite delivery professional services contract includes miscellaneous land surveying services that are overseen by a Professional Licensed Surveyor authorized to practice in Iowa. The period of the amended contract will not exceed 18 months unless agreed upon by both parties.

The anticipated work included in the current contract amendment includes the creation of plats-of- survey for recording purposes for the disposal of numerous small tracts of land the City owns in the vicinity of Relocated Highway 5 and Veterans Parkway.

OUTSTANDING ISSUES:

None.

RECOMMENDATION:

City Council Adopt:

- Motion approving Amendment #1 for 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	

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Works		
Date Reviewed	February 29, 2016		
Recommendation	Yes	No	Split

AGREEMENT FOR PROFESSIONAL SERVICES – AMENDMENT NO. 1

WEST DES MOINES PROJECT NO. 0030-028

THIS AMENDMENT made and entered into this 7th day of March, 2016 by and between, the **CITY OF WEST DES MOINES**, a municipal corporation, hereinafter referred to as the “City”, and **ABACI CONSULTING, INC.** (Fed. I.D. #42-1525463), a professional corporation incorporated and licensed under the laws of the State of Iowa, Party of the second part, hereinafter referred to as the “Consultant”, as follows:

THE CITY HEREBY AGREES TO AMEND THE ORIGINAL AGREEMENT FOR PROFESSIONAL SERVICES DATED AUGUST 8, 2015 AS FOLLOWS:

1. **SCOPE OF SERVICES**
Work covered in this indefinite delivery professional services contract includes miscellaneous land surveying services.
2. **SCHEDULE**
The schedule shall be amended from the original Agreement and will not exceed 18 months unless agreed to by both parties.
3. **COMPENSATION**
In consideration of the professional services provided herein, the City agrees to increase the NOT-TO-EXCEED sum, including any authorized reimbursable expenses, pursuant to the Schedule of Fees set forth in the original Agreement.

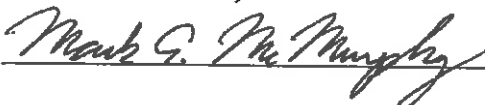
I. Basic Services Increase Total by: \$25,000

THIS AMENDMENT is subject to all provisions of the original Agreement.

THIS AMENDMENT, together with the original Agreement, represents the entire and integrated AGREEMENT between the City and Consultant.

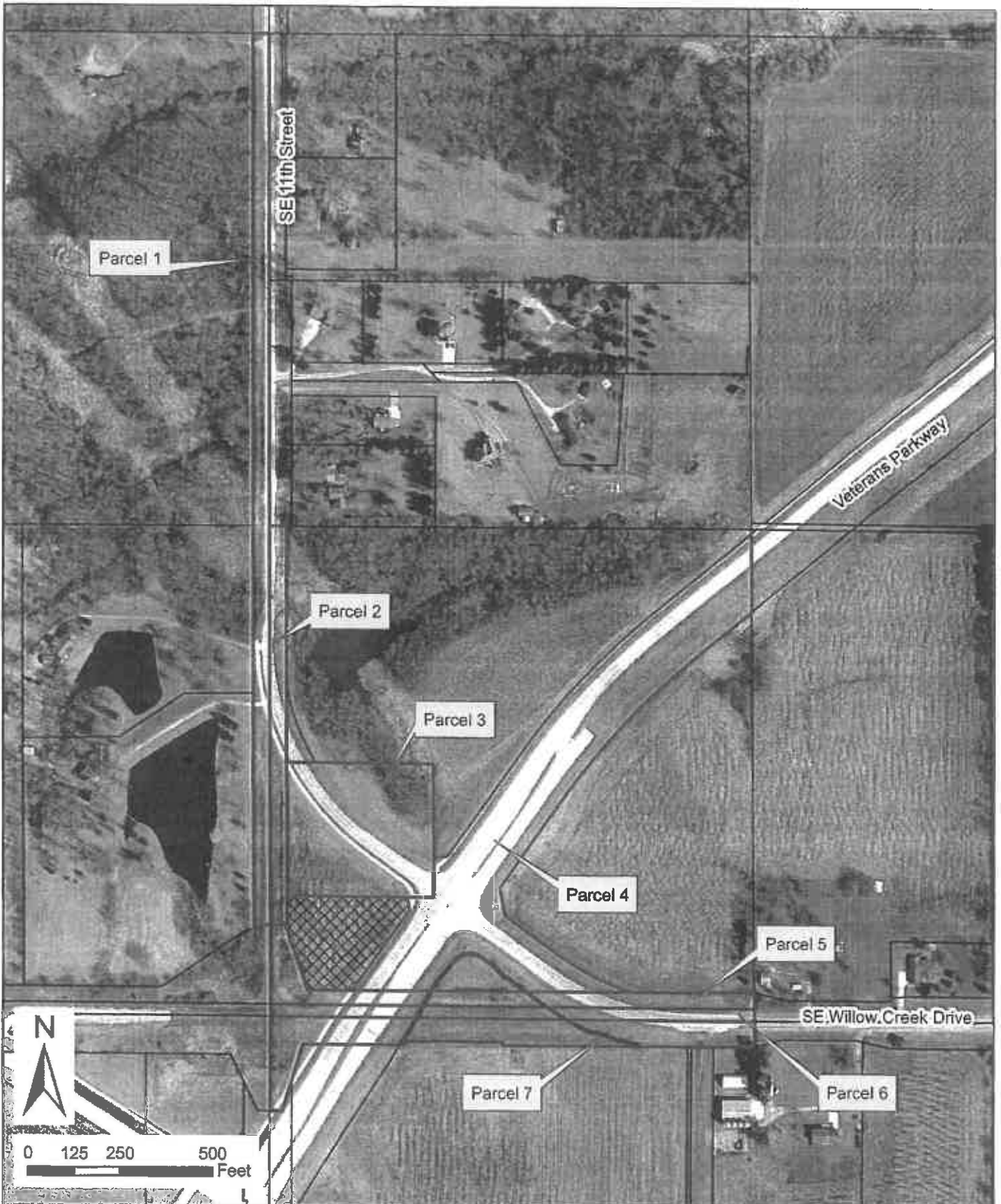
THIS AMENDMENT executed the day and year written above.


ABACI CONSULTING, INC.

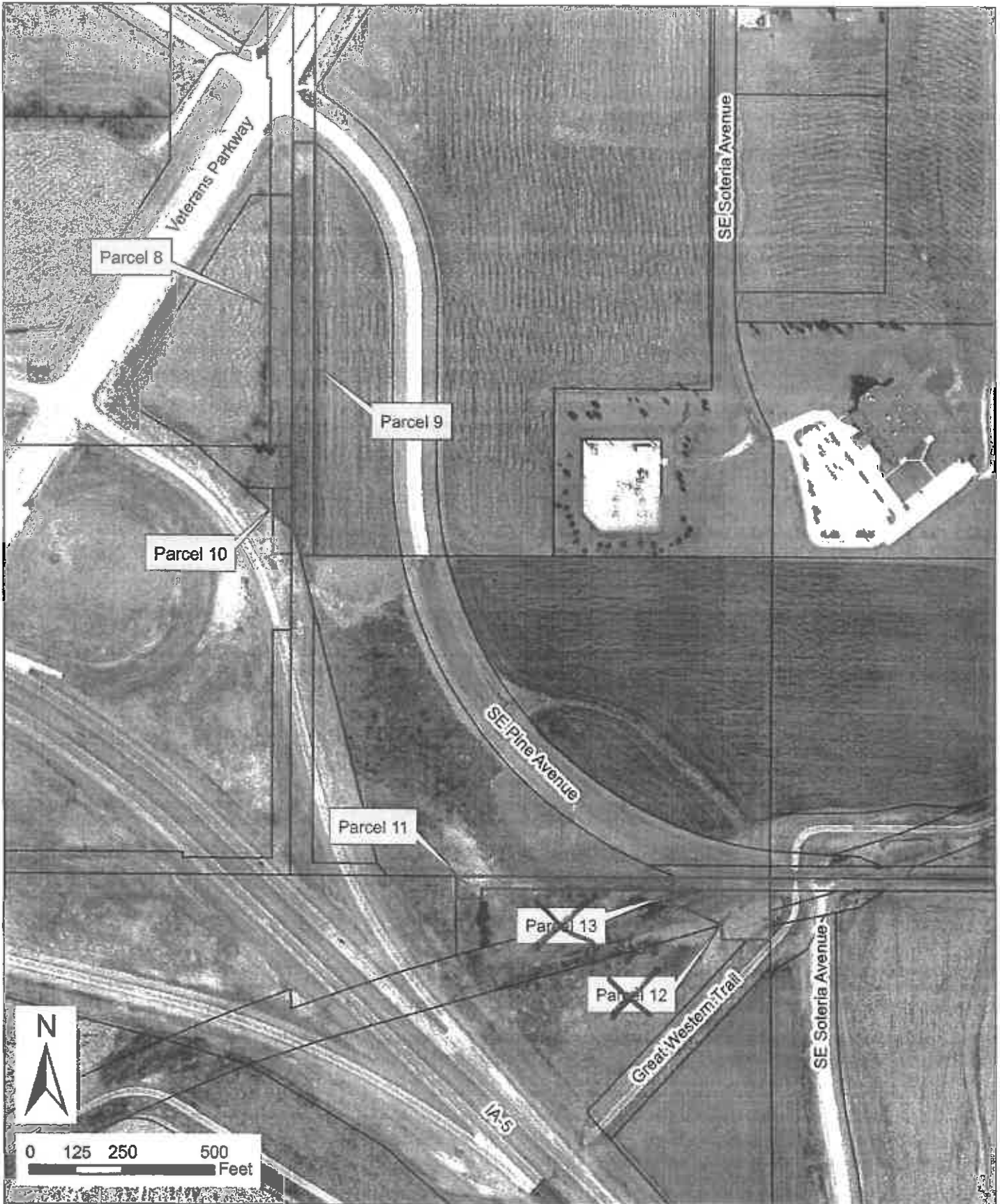
By: 
Mark A. McMurphy, P.E. P.L.S., President


CITY OF WEST DES MOINES, IOWA

By: _____
Ryan T. Jacobson, City Clerk



 <p>THE CITY OF WEST DES MOINES</p>	<p>DEPARTMENT OF ENGINEERING SERVICES 4200 MILLS CIVIC PARKWAY (515) 222-3620 WEST DES MOINES, IOWA 50265 FAX NO. (515) 273-0602</p>	<p>PROJECT: Disposition of Surplus City-Owned Real Property Project No. 0010-036</p>	
	<p>LOCATION: Veterans Parkway & IA-5 Interchange</p>		
	<p>DRAWN BY: JMS</p>	<p>DATE: 01/26/16</p>	<p>SHT. 1 OF 1</p>




DEPARTMENT OF ENGINEERING SERVICES
 4200 MILLS CIVIC PARKWAY (515) 222-3620
 WEST DES MOINES, IOWA 50265
 FAX NO. (515)273-0602

PROJECT: Disposition of Surplus City-Owned Real Property		
Project No. 0010-036		
LOCATION: Veterans Parkway & IA-5 Interchange		
DRAWN BY: JMS	DATE: 01/28/16	SHT. 1 OF 1

CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

ITEM:

DATE: March 7, 2016

Motion – Approving Change Order No. 3
2015 PCC Patching Program Phase I
The Concrete Contracting Company

FINANCIAL IMPACT:

The original construction contract was awarded to The Concrete Contracting Company in the amount of \$1,012,884.00. Change Order No. 1 decreased \$18,712.00, Change Order No. 2 added \$60,253.00 and if approved, Change Order No. 3 in the amount of \$12,461.78 will make the total construction cost \$1,066,886.78. Payments will be made from budgeted account No. 4285.75.820.6.7910.

BACKGROUND:

The Concrete Contracting Company is working under an agreement dated March 23, 2015, for construction services for the 2015 PCC Patching Program Phase I.

Change Order No. 3 is for \$12,461.78 for quantity adjustments.

RECOMMENDATION:

City Council Adopt:

- Motion Approving Change Order No. 3

Lead Staff Member: Jeffrey L. Nash, P.E. *JLN*

STAFF REVIEWS *CS*

Department Director	Bret Hodne
Appropriations/Finance	Tim Stiles, Finance Director <i>TS</i>
Legal	Richard Scieszinski, City Attorney <i>RS</i>
Agenda Acceptance	<i>RTJ</i>

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	PWCC Meeting		
Date Reviewed	February 29, 2016		
Recommendation	Yes	No	Split



CITY OF WEST DES MOINES

Department of Public Works
 560 S. 16th, PO Box 65320
 West Des Moines, IA 50265-0320
 (515) 222-3475 Fax (515) 222-3478

CHANGE ORDER

Distribution:
 Owner _____
 Engineer _____
 Contractor _____
 Other _____

Contractor: **The Concrete Contracting Company, Inc.**
 P.O. Box 556
 Grimes, IA 50111

COPY

Project Title	2015 PCC Patching Program - Phase 1	
WDM Project File Number	0510-008-2015	
Purchase Order Number	4265-01	
Ong. Contract Amount & Date	\$1,012,884.00	March 23, 2015
Change Order Number	3	
Date	March 7, 2016	

THE CONTRACT IS CHANGED AS FOLLOWS: Quantity Adjustments

Item	Description	Unit	Unit Price	Quantity Adjustment	Value Adjustment
1.1	Existing Intake Removal	EA	\$1,000.00	(2,000)	(\$2,000.00)
2.1	Sanitary Manhole Adjustment, Minor (Reuse Casting)	EA	\$750.00	1,000	\$750.00
2.3	Storm Manhole Adjustment, Minor	EA	\$600.00	(1,000)	(\$600.00)
2.4	Utility Manhole Adjustment, Minor	EA	\$500.00	(1,000)	(\$500.00)
2.5	Adjust Valve Box to Grade, Minor	EA	\$300.00	(1,000)	(\$300.00)
4.1	Intake, Type M-A (Single Grate)	EA	\$3,500.00	(3,000)	(\$10,500.00)
4.2	Intake, Type M-C (Single Grate W/MH)	EA	\$3,750.00	(1,300)	(\$4,875.00)
4.3	Intake, Type M-D (Double Grate)	EA	\$4,250.00	(1,000)	(\$4,250.00)
4.4	Intake, Type M-E (Double Grate W/MH)	EA	\$4,500.00	(3,000)	(\$13,500.00)
4.5	Intake, Type M-A & M-C Wall Top Only	EA	\$1,500.00	5,000	\$7,500.00
4.6	Intake, Type M-D & M-E wall Top Only	EA	\$1,950.00	(2,000)	(\$3,900.00)
6.1	9" PCC Full Depth Patches	SY	\$86.25	(58,100)	(\$5,008.50)
6.2	9" PCC Full Depth Patches (IA DGT 5 Hr. PCC Mix)	SY	\$118.50	101,500	\$12,027.75
6.3	10" PCC Full Depth Patches (IA DOT 5 Hr. PCC Mix)	SY	\$132.00	438,000	\$57,816.00
6.4	9" PCC Median Replacement	SY	\$100.00	(7,200)	(\$720.00)
6.5	PCC Curb and Gutter Replacement	LF	\$70.00	(24,300)	(\$1,701.00)
6.7	PCC Partial Depth Patching (Type BE)	SF	\$60.00	0,000	\$0.00
7.1	6" Sidewalk Replacement, Unspecified Locations	SY	\$55.00	(23,000)	(\$1,265.00)
7.2	4" Sidewalk Replacement, Unspecified Locations	SY	\$50.00	(29,000)	(\$1,450.00)
7.3	6" Driveway Replacement, Unspecified Locations	SY	\$60.00	(200,000)	(\$12,000.00)
7.4	Pre-Manufactured Detectable Warning Panels (2' x 4')	EA	\$200.00	(4,000)	(\$800.00)
9.1	Broken White Line 4" (Equivalent)	LF	\$1.25	(851,000)	(\$1,063.75)
9.2	Broken Yellow Line 4" (Equivalent)	LF	\$1.25	214,000	\$267.50
9.3	Solid White Line 4" (Equivalent)	LF	\$2.00	(620,000)	(\$1,240.00)
9.4	Solid White Line 4" (Equivalent)	LF	\$2.00	1,020,200	\$2,040.40
9.5	Double Yellow Lines 4" -8" -4" (Equivalent)	LF	\$1.25	(600,000)	(\$750.00)

9.6	Left Turn Arrow	EA	\$100.00	11,000	\$1,100.00
9.7	Cross Walk (2' x 6' Blocks)	EA	\$100.00	15,000	\$1,500.00
9.8	Stop Bar	EA	\$100.00	11,000	\$1,100.00
10.1	Traffic Detection Loops	EA	\$950.00	15,000	\$1,425.00
TOTAL					\$12,461.70

CHANGE ORDER SUMMARY	
The Original Contract Sum was	\$1,012,984.00
Net Change by previously authorized Change Orders	\$41,541.00
The Contract Sum prior to this Change Order was	\$1,054,425.00
The Contract Sum will be increased by this Change Order in the amount of	\$12,461.78
The new Contract Sum including this Change Order will be	\$1,066,886.78
Aggregate Change Order as a percent of Original Contract (if the aggregate is \$10,000 or greater than 5% of the original contract, what ever is greater, all signatures through the full Council are required)	5.13%
The Contract Time will be unchanged by	0 Days
The date of Final Completion as of the date of this Change Order therefore is	

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

Contractor: The Concrete Contracting Company, Inc.	Recommended By: City of West Des Moines	Checked By: City of West Des Moines
Signature: <i>[Signature]</i>	Signature: <i>[Signature]</i>	Signature: <i>[Signature]</i>
Name: <i>[Name]</i>	Name: Joseph C. Cory, P.E.	Name: Joseph C. Cory, P.E.
Title: <i>[Title]</i>	Title: Principal Engineer	Title: Deputy Director of Public Works
Date: <i>[Date]</i>	Date: 2-23-2016	Date: 2/23/16

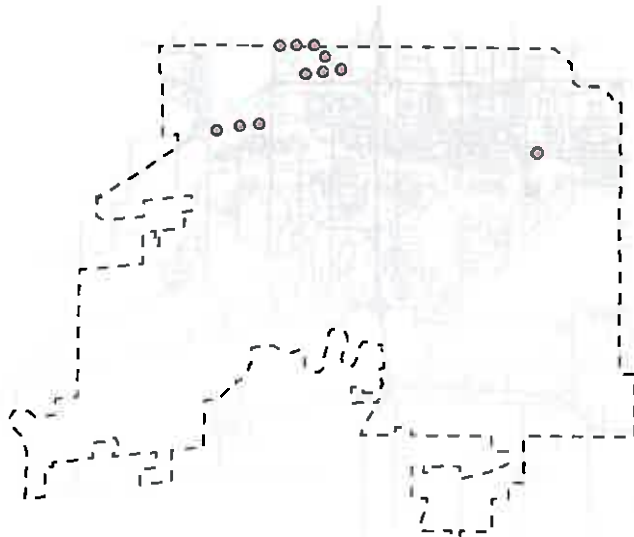
Owner: City of West Des Moines

<input checked="" type="checkbox"/>	\$2,500 Department Director	X _____	Date _____
<input type="checkbox"/>	\$2,501 to 5,000 City Manager	X _____	Date _____
<input type="checkbox"/>	\$5001 to 10,000 PW Council Committee scheduled for agenda on _____	_____	Date _____
<input checked="" type="checkbox"/>	\$10,000 City Council approved or ratified at Council meeting on _____	_____	Date _____

Change Order (3)



VICINITY MAP



LEGEND

PROJECT LOCATION



LEGEND

PROJECT LOCATION



**DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION**
560 S. 18TH STREET (515)222-3475
WEST DES MOINES, IOWA 50265
FAX NO. (515)222-3478

PROJECT: 2015 PCC PATCHING PROGRAM PHASE I 0510-008-2015		
LOCATION: UNIVERSITY AVENUE, WESTOWN PARKWAY, 60th STREET, ASHWORTH ROAD and GRAND AVENUE		
DRAWN BY: JKP	DATE: 03/2015	SHT. 1 OF 1

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

ITEM: Certification of Costs
Abatement of Public Nuisance
Multiple Locations

DATE: March 7, 2016

FINANCIAL IMPACT: \$ 20,223.15 Revenue to Offset Direct City Expenses

BACKGROUND: Legal notice was given by the City of West Des Moines Public Works Department to the property owner requiring the owner to comply with the abatement of a nuisance or the City would be authorized to abate the nuisance at the expense of the owner. The following invoices for the cost of abating a nuisance remain unpaid:



Property Address	Type	Amount	Legal Description
1220 57th St.	sidewalk	\$ 160.00	LOT 1 SUN PRAIRIE PLAT 4
1025 54th St.	sidewalk	\$ 131.20	LOT 4 DIXIE ACRES PLAT 1
5311 Woodland Ave.	sidewalk	\$ 137.60	LOT 4 SUN PRAIRIE EAST
5504 Pleasant St.	sidewalk	\$ 252.80	LT 19 SUN PRAIRIE PLAT 2
1200 56th St.	sidewalk	\$ 492.80	LOT 19 SUN PRAIRIE PLAT 3
5600 Center St.	sidewalk	\$ 623.50	LOT 17 SUN PRAIRIE PLAT 3
5621 Woodland Ave.	sidewalk	\$ 352.60	LOT 15 SUN PRAIRIE PLAT 1
1205 57th Pl.	sidewalk	\$ 356.90	LOT 5 SUN PRAIRIE WEST PLAT 1
1212 58th St.	sidewalk	\$ 179.20	LOT 28 SUN PRAIRIE WEST PLAT 1
5824 Pleasant St.	sidewalk	\$ 272.00	LOT 6 SUN PRAIRIE WEST PLAT 2
5820 Center St.	sidewalk	\$ 301.10	LOT 31 SUN PRAIRIE WEST PLAT 2
5812 Center St.	sidewalk	\$ 312.90	LOT 29 SUN PRAIRIE WEST PLAT 2
1028 57th St.	sidewalk	\$ 256.00	LOT 10 BARRINGTON ESTATES PLT 1
1012 57th St.	sidewalk	\$ 705.20	LOT 14 BARRINGTON ESTATES PLT 1
5604 Woodland Ave.	sidewalk	\$ 180.60	LOT 10 SUN PRAIRIE PLAT 1
5508 Woodland Ave.	sidewalk	\$ 516.00	LOT 8 SUN PRAIRIE PLAT 1
1033 63rd St.	sidewalk	\$ 140.80	ASHWORTH CROSSING LOT 87
1010 60th St.	sidewalk	\$ 675.20	ASHWORTH CROSSING PLAT 2 LOT 11
6229 Pleasant St.	sidewalk	\$ 112.00	ASHWORTH CROSSING LOT 25
1076 66th Pl.	sidewalk	\$ 492.80	ROCKINGHAM RIDGE PLAT 1 LOT 30
1036 66th Pl.	sidewalk	\$ 323.70	ROCKINGHAM RIDGE PLAT 1 LOT 35
6358 Orchard Dr.	sidewalk	\$ 528.00	ASHWORTH CROSSING LOT 5
1006 63rd St.	sidewalk	\$ 1,161.60	ASHWORTH CROSSING LOT 1
1236 Jordan Creek Pkwy.	sidewalk	\$ 2,833.18	COUNTRY CLUB OFFICE PLAZA WEST PLAT 5 LOT 1 (BEST SUITES)
1224 Jordan Creek Pkwy.	sidewalk	\$ 3,334.58	COUNTRY CLUB OFFICE PLAZA WEST PLAT 5 LOT 2
7760 Office Plaza Dr.	sidewalk	\$ 698.00	COUNTRY CLUB OFFICE PLAZA WEST PLAT NO 3 LOT 2 (WYNFIELD BLD) (ALLIED)

1247 65th Pl.	sidewalk	\$ 131.20	VISTA PARK PLAT 3 LOT 5
1178 63rd Cir.	sidewalk	\$ 108.80	ASHWORTH CROSSING LOT 91
1213 64th St.	sidewalk	\$ 305.40	VISTA PARK PLAT 1 LOT 32
1212 63rd St.	sidewalk	\$ 387.20	VISTA PARK PLAT 1 LOT 39
1204 63rd St.	sidewalk	\$ 265.60	VISTA PARK PLAT 1 LOT 37
1208 64th St.	sidewalk	\$ 575.20	VISTA PARK PLAT 1 LOT 21
6740 University Ave.	sidewalk	\$ 265.60	WEST LAKES OFFICE PARK PLAT 3 LOT 17 (PANERA BREAD)
6000 University Ave.	sidewalk	\$ 137.60	WEST LAKES OFFICE PARK PLAT 1 LOT 3
1656 94th St.	sidewalk	\$ 249.60	COUNTRY CLUB RIDGE PLAT 2 LOT 56
9264 Kingman Dr.	sidewalk	\$ 160.00	COUNTRY CLUB RIDGE PLAT 2 LOT 70
9232 Kingman Dr.	sidewalk	\$ 262.40	COUNTRY CLUB RIDGE PLAT 2 LOT 74
9216 Kingman Dr.	sidewalk	\$ 169.60	COUNTRY CLUB RIDGE PLAT 2 LOT 76
9375 Lake Dr.	sidewalk	\$ 160.00	COUNTRY CLUB RIDGE PLAT 2 LOT 22
9347 Lake Dr.	sidewalk	\$ 444.80	COUNTRY CLUB RIDGE PLAT 2 LOT 20
9333 Lake Dr.	sidewalk	\$ 144.00	COUNTRY CLUB RIDGE PLAT 2 LOT 19
9249 Kingman Dr.	sidewalk	\$ 131.20	COUNTRY CLUB RIDGE PLAT 2 LOT 38
1617 93rd Ct.	sidewalk	\$ 140.80	COUNTRY CLUB RIDGE PLAT 2 LOT 41
1635 93rd Ct.	sidewalk	\$ 99.20	COUNTRY CLUB RIDGE PLAT 2 LOT 43
9337 Kingman Dr.	sidewalk	\$ 172.00	COUNTRY CLUB RIDGE PLAT 2 LOT 49
9361 Fairview Dr.	sidewalk	\$ 193.50	MAPLE GROVE WEST PLAT 1 LOT 11
9343 Wilson St.	sidewalk	\$ 189.20	SOUTH MAPLE GROVE PLAT 6 LOT 36

RECOMMENDATION: Adoption of a Resolution directing that all costs be certified to the respective County Treasurer for collection.

Lead Staff Member: Tracy Lovetinsky, Accounting Associate

STAFF REVIEWS

Department Director	Tim Stiles, Finance 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

RESOLUTION

WHEREAS, West Des Moines City staff have previously determined that the premises described on the attached assessment schedule, 2016-01 Polk County and D2016-01 Dallas County nuisance abatements:

Parcel #	Legal Description
320/04126-997-001	LOT 1 SUN PRAIRIE PLAT 4
320/01438-004-000	LOT 4 DIXIE ACRES PLAT 1
320/04126-934-000	LOT 4 SUN PRAIRIE EAST
320/04126-995-019	LT 19 SUN PRAIRIE PLAT 2
320/04126-996-019	LOT 19 SUN PRAIRIE PLAT 3
320/04126-996-017	LOT 17 SUN PRAIRIE PLAT 3
320/04126-975-000	LOT 15 SUN PRAIRIE PLAT 1
320/04126-998-005	LOT 5 SUN PRAIRIE WEST PLAT 1
320/04126-998-028	LOT 28 SUN PRAIRIE WEST PLAT 1
320/04126-998-056	LOT 6 SUN PRAIRIE WEST PLAT 2
320/04126-998-081	LOT 31 SUN PRAIRIE WEST PLAT 2
320/04126-998-079	LOT 29 SUN PRAIRIE WEST PLAT 2
320/00522-510-000	LOT 10 BARRINGTON ESTATES PLT 1
320/00522-514-000	LOT 14 BARRINGTON ESTATES PLT 1
320/04126-970-000	LOT 10 SUN PRAIRIE PLAT 1
320/04126-968-000	LOT 8 SUN PRAIRIE PLAT 1
16-01-480-001	ASHWORTH CROSSING LOT 87
16-01-481-003	ASHWORTH CROSSING PLAT 2 LOT 11
16-01-476-011	ASHWORTH CROSSING LOT 25
16-01-451-007	ROCKINGHAM RIDGE PLAT 1 LOT 30
16-01-451-012	ROCKINGHAM RIDGE PLAT 1 LOT 35
16-01-479-002	ASHWORTH CROSSING LOT 5
16-01-479-006	ASHWORTH CROSSING LOT 1
16-02-426-011	COUNTRY CLUB OFFICE PLAZA WEST PLAT 5 LOT 1 (BEST SUITES)
16-02-426-012	COUNTRY CLUB OFFICE PLAZA WEST PLAT 5 LOT 2
16-02-402-003	COUNTRY CLUB OFFICE PLAZA WEST PLAT NO 3 LOT 2 (WYNFIELD BLD) (ALLIED)
16-01-404-025	VISTA PARK PLAT 3 LOT 5
16-01-476-003	ASHWORTH CROSSING LOT 91
16-01-427-005	VISTA PARK PLAT 1 LOT 32
16-01-427-012	VISTA PARK PLAT 1 LOT 39
16-01-427-014	VISTA PARK PLAT 1 LOT 37
16-01-403-007	VISTA PARK PLAT 1 LOT 21

16-01-127-001	WEST LAKES OFFICE PARK PLAT 3 LOT 17 (PANERA BREAD)
16-01-200-002	WEST LAKES OFFICE PARK PLAT 1 LOT 3
16-03-201-031	COUNTRY CLUB RIDGE PLAT 2 LOT 56
16-03-201-045	COUNTRY CLUB RIDGE PLAT 2 LOT 70
16-03-201-049	COUNTRY CLUB RIDGE PLAT 2 LOT 74
16-03-201-051	COUNTRY CLUB RIDGE PLAT 2 LOT 76
16-03-202-018	COUNTRY CLUB RIDGE PLAT 2 LOT 22
16-03-202-020	COUNTRY CLUB RIDGE PLAT 2 LOT 20
16-03-202-021	COUNTRY CLUB RIDGE PLAT 2 LOT 19
16-03-203-015	COUNTRY CLUB RIDGE PLAT 2 LOT 38
16-03-203-018	COUNTRY CLUB RIDGE PLAT 2 LOT 41
16-03-203-020	COUNTRY CLUB RIDGE PLAT 2 LOT 43
16-03-203-026	COUNTRY CLUB RIDGE PLAT 2 LOT 49
16-03-206-022	MAPLE GROVE WEST PLAT 1 LOT 11
16-03-326-020	SOUTH MAPLE GROVE PLAT 6 LOT 36

were declared to be a public nuisance; and

WHEREAS, law requires said owners to comply with the abatement of a nuisance or the City of West Des Moines, Iowa is authorized and directed that such public nuisance be abated by said City at the expense of the owners; and

WHEREAS, the City of West Des Moines, Iowa, had to arrange for abatement of the nuisance; and

WHEREAS, the cost to the City of West Des Moines of abating the nuisance was:

Property Address	Amount
1220 57th St.	\$ 160.00
1025 54th St.	\$ 131.20
5311 Woodland Ave.	\$ 137.60
5504 Pleasant St.	\$ 252.80
1200 56th St.	\$ 492.80
5600 Center St.	\$ 623.50
5621 Woodland Ave.	\$ 352.60
1205 57th Pl.	\$ 356.90
1212 58th St.	\$ 179.20
5824 Pleasant St.	\$ 272.00
5820 Center St.	\$ 301.10
5812 Center St.	\$ 312.90
1028 57th St.	\$ 256.00
1012 57th St.	\$ 705.20
5604 Woodland Ave.	\$ 180.60

5508 Woodland Ave.	\$ 516.00
1033 63rd St.	\$ 140.80
1010 60th St.	\$ 675.20
6229 Pleasant St.	\$ 112.00
1076 66th Pl.	\$ 492.80
1036 66th Pl.	\$ 323.70
6358 Orchard Dr.	\$ 528.00
1006 63rd St.	\$ 1,161.60
1236 Jordan Creek Pkwy.	\$ 2,833.18
1224 Jordan Creek Pkwy.	\$ 3,334.58
7760 Office Plaza Dr.	\$ 698.00
1247 65th Pl.	\$ 131.20
1178 63rd Cir.	\$ 108.80
1213 64th St.	\$ 305.40
1212 63rd St.	\$ 387.20
1204 63rd St.	\$ 265.60
1208 64th St.	\$ 575.20
6740 University Ave.	\$ 265.60
6000 University Ave.	\$ 137.60
1656 94th St.	\$ 249.60
9264 Kingman Dr.	\$ 160.00
9232 Kingman Dr.	\$ 262.40
9216 Kingman Dr.	\$ 169.60
9375 Lake Dr.	\$ 160.00
9347 Lake Dr.	\$ 444.80
9333 Lake Dr.	\$ 144.00
9249 Kingman Dr.	\$ 131.20
1617 93rd Ct.	\$ 140.80
1635 93rd Ct.	\$ 99.20
9337 Kingman Dr.	\$ 172.00
9361 Fairview Dr.	\$ 193.50
9343 Wilson St.	\$ 189.20
Total	\$ 20,223.15

and

WHEREAS, pursuant to the provisions of City ordinance and Chapter 364 of the Code of Iowa, the cost of removal and abatement of said nuisance may be made at the expense of the owners of premises;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA that the Director of Finance is directed to certify a copy of this resolution and attached assessment schedule to the respective County Treasurer who shall enter said costs upon the tax books as cost for removing and abating the public nuisance with said costs to be collected as provided by Iowa law.

PASSED AND APPROVED 7th day of March, 2016.

Steven K. Gaer, Mayor

ATTEST:

Ryan Jacobson, City Clerk

**NOTICE OF FILING OF
ASSESSMENTS FOR NUISANCE ABATEMENT**

To the person owning land within the City of West Des Moines, Polk County, Iowa, particularly described as:

Parcel #	Legal Description
320/04126-997-001	LOT 1 SUN PRAIRIE PLAT 4
320/01438-004-000	LOT 4 DIXIE ACRES PLAT 1
320/04126-934-000	LOT 4 SUN PRAIRIE EAST
320/04126-995-019	LT 19 SUN PRAIRIE PLAT 2
320/04126-996-019	LOT 19 SUN PRAIRIE PLAT 3
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320/04126-975-000	LOT 15 SUN PRAIRIE PLAT 1
320/04126-998-005	LOT 5 SUN PRAIRIE WEST PLAT 1
320/04126-998-028	LOT 28 SUN PRAIRIE WEST PLAT 1
320/04126-998-056	LOT 6 SUN PRAIRIE WEST PLAT 2
320/04126-998-081	LOT 31 SUN PRAIRIE WEST PLAT 2
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320/00522-510-000	LOT 10 BARRINGTON ESTATES PLT 1
320/00522-514-000	LOT 14 BARRINGTON ESTATES PLT 1
320/04126-970-000	LOT 10 SUN PRAIRIE PLAT 1
320/04126-968-000	LOT 8 SUN PRAIRIE PLAT 1

You are hereby notified the City of West Des Moines, on March 7th, 2016, levied special assessments for the abatement of a public nuisance at the above described property and that said assessment has been certified to the Polk County Treasurer for collection.

You are further notified that assessments may be paid in full or in part without interest at the office of the Polk County Treasurer, at any time within thirty days after the date of the first publication of this notice of the filing of the schedule of assessments with the County Treasurer. Unless said assessments are paid in full within said thirty day period all unpaid assessments will draw annual interest computed at nine percent (commencing on the date the assessment was levied) computed to the December 1st next following the due date.

This Notice given by direction of the Council of the City of West Des Moines, Iowa.

Ryan Jacobson, City Clerk

Publish: March 11th & 18th, 2016

CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

DATE: March 7, 2016

ITEM:

Resolution –Acceptance of Bids with the City of Clive for Iowa DOT Project STP-U-1425(625)—70-77 (University Avenue H.M.A. Resurfacing, I-35 to 22nd Street).

FINANCIAL IMPACT:

The engineering estimate for this STP project is estimated to be \$2,679,081.00. There were three bids submitted with the low bid of \$2,892,903.00 being submitted by Hawkeye Paving Corp. of Ankeny, Iowa. The Iowa DOT has agreed to pay up to \$568,800.00 for the project. The cities of Clive and West Des Moines will split the remaining cost in accordance with the project 28E Agreement. West Des Moines' share of the cost based on the low bid is calculated to be \$1,110,150.50 and will be paid from budget account no. 4050.75.820.6.7910.

The reason given by the bidders for the project bids being over the engineering estimate was the high amount of traffic, the night work involved, and coordinating with the many businesses along University Avenue.

BACKGROUND:

The City of Clive, with the support of West Des Moines, has an Iowa DOT STP Project for the asphalt resurfacing and median replacement on University Avenue from I-35 to 22nd Street. The City of Clive is the lead agency for this project. The 28E Agreement with Clive and the Iowa DOT requires that both Clive and West Des Moines accept the bids for this project. It is anticipated this project will be completed by the fall of 2016.

OUTSTANDING ISSUES:

The City of Clive and the Iowa DOT will also need to accept the bid for this project.

RECOMMENDATION:

Approve the Acceptance of Bids with the City of Clive regarding the Iowa DOT Project STP-U-1425(625)—70-77 (University Avenue HMA Resurfacing, I-35 to 22nd Street).

Lead Staff Member: Jeffrey L. Nash, P.E. *JLN*

STAFF REVIEWS

Department Director	Bret Hodne, Public Works Director	<i>[Signature]</i>
Appropriations/Finance	Tim Stiles, Director	
Legal	Richard Scieszinski, City Attorney	
Agenda Acceptance	<i>RTJ</i>	

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Works		
Date Reviewed	February 29, 2016		
Recommendation	Yes	No	Split

RESOLUTION

**RESOLUTION APPROVING ACCEPTING THE BIDS WITH THE CITY OF
CLIVE REGARDING IOWA DOT PROJECT STP-U-1425(625)—70-77
(UNIVERSITY AVENUE H.M.A. RESURFACING, I-35 TO 22ND STREET)**

WEST DES MOINES PROJECT NUMBER 0510-066-2015

WHEREAS, the cities of West Des Moines and Clive are required by an Iowa Code Chapter 28E Agreement to accept the bids for the University Avenue HMA Resurfacing Project, I-35 to 22nd Street;

and,

WHEREAS, on February 16, 2016 Iowa DOT Project STP-164-77-1245-625 (University Avenue H.M.A. Resurfacing) was let for public bids by the Iowa DOT.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA, the bid tab for Iowa DOT Project STP-164-77-1245-625 is hereby accepted.

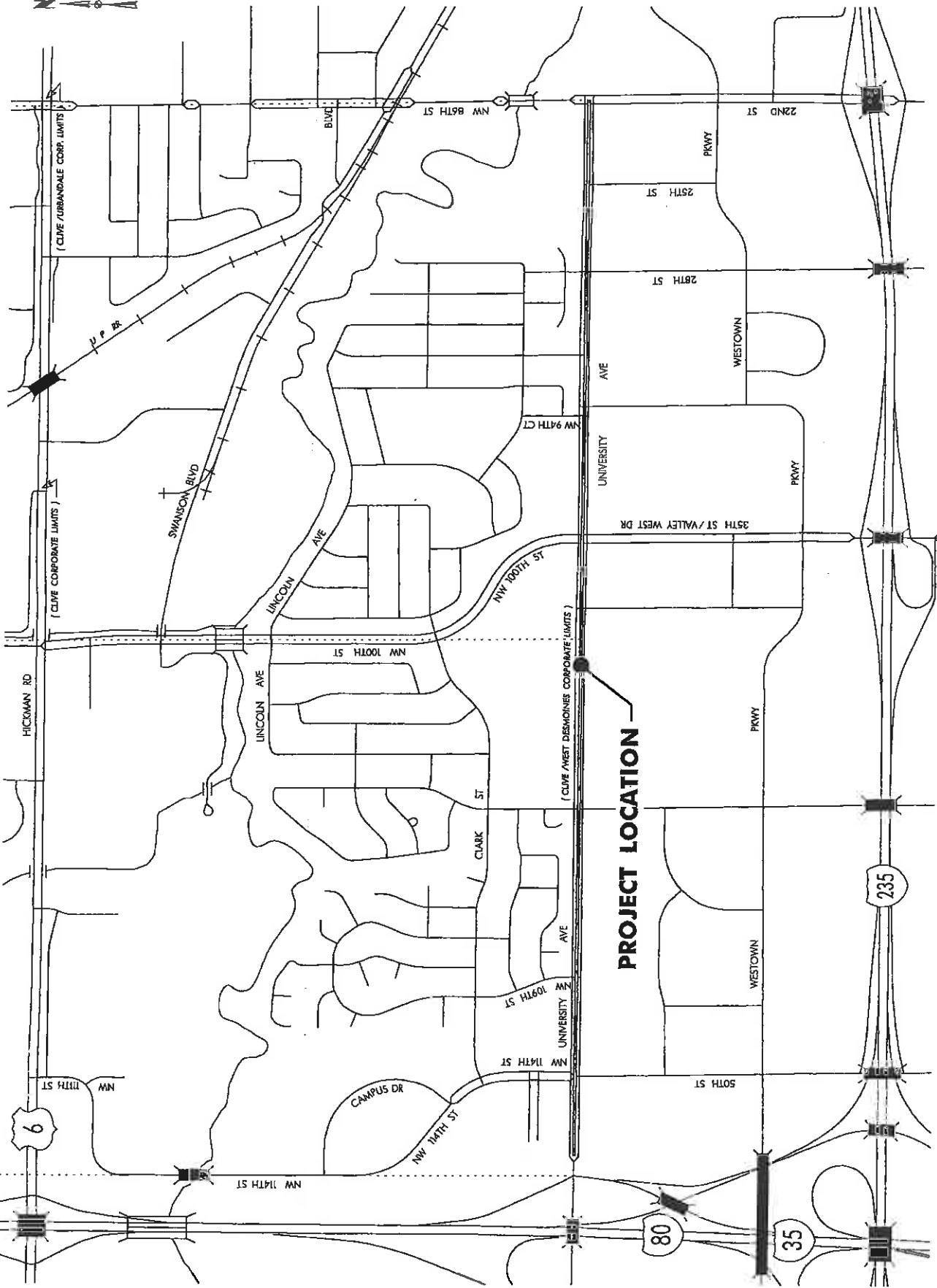
PASSED AND ADOPTED this 7th day of March, 2016.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

UNIVERSITY AVENUE PROJECT LOCATION EXHIBIT A



IOWA DEPARTMENT OF TRANSPORTATION
VENDOR RANKING

Run Date: 02/22/16
Page: 164 1

Bid Order: 164
Letting Date: 160216 10:00 A.M.
Letting Status: AWARD RECOMMENDED to HAWKEYE PAVING CORP.
Contract Period: 100 WORK DAYS
Contract ID: 77-1425-625
Primary County: POLK
Established DBE Goal: 3.00 %
Late Start Date: 05/23/16

Project: STP-U-1425(625)--70-77
Work Type: HMA RESURFACING
County: POLK
Route: UNIVERSITY AVENUE
Location: IN THE CITY OF CLIVE, FROM NW 86TH ST TO EAST EXIT/ENTRANCE I-35 RAMP
Proj Awd Amt: \$2,892,903.00

HAWKEYE PAVING CORP.
GFE to DBE responsiveness: Bid Winner - Met the established DBE Goal

RANK	VENDOR NO./NAME	TOTAL BID	% OVER LOW BID
1	HAWKEYE PAVING CORP.	\$ 2,892,903.00	100.00 %
2	ONG MIDWEST, INC., D/B/A DES MOINES ASPHALT & PAVING	\$ 2,950,184.62	101.98 %
3	GRIMES ASPHALT AND PAVING CORPORATION	\$ 3,497,481.70	120.89 %

IOWA DEPARTMENT OF TRANSPORTATION

TABULATION OF CONSTRUCTION AND MATERIAL BIDS

Run Date: 02/22/16
Page: 164 2

Bid Order: 164
Letting Date: 02/16/16 10:00 A.M.

Contract ID: 77-1425-625

Primary County: POLK

LINE NO / ITEM CODE / ALT ITEM DESCRIPTION	QUANTITY	SECTION 0001 ROADWAY ITEMS	(1) HA760 HAWKEYE PAVING CORP.		(2) 0.050 OMG D/B/A DES MOINES ASPHALT		(3) GR219 GRIMES ASPHALT AND PAVING CORP	
			UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
0010 2212-0475095 CLEANING AND PREPARATION OF BASE	2.000 MILE		5000.00000	10000.00	5000.00000	10000.00	4400.00000	8800.00
0020 2212-5070310 PATCHES, FULL-DEPTH REPAIR	1734.700 SY		100.00000	173470.00	105.00000	182143.50	152.00000	263674.40
0030 2212-5070330 PATCHES BY COUNT (REPAIR)	105.000 EACH		350.00000	36750.00	367.50000	38587.50	133.00000	13965.00
0040 2213-6745500 REMOVAL OF CURB	7.000 STA		1000.00000	7000.00	1050.00000	7350.00	2700.00000	18900.00
0050 2214-5145150 PAVEMENT SCARIFICATION	5272.000 SY		11.00000	57992.00	10.00000	52720.00	20.00000	105440.00
0060 2301-4874006 MEDIAN, DOMELLED P.C. CONCRETE, AS PER PLAN	4961.000 SY		75.00000	372075.00	78.75000	390678.75	98.00000	486178.00
0070 2303-0042500 HOT MIX ASPHALT MIXTURE (3,000,000 ESAL), INTERMEDIATE COURSE, 1/2 IN. MIX	7038.000 TON		73.00000	513774.00	72.00000	506736.00	71.00000	541926.00
0080 2303-0043500 HOT MIX ASPHALT MIXTURE (3,000,000 ESAL), SURFACE COURSE, 1/2 IN. MIX, NO SPECIAL FRICTION REQUIREMENT	7038.000 TON		73.00000	513774.00	72.00000	506736.00	79.00000	556002.00
0090 2303-0246422 ASPHALT BINDER, PG 64-22	865.000 TON		350.00000	302750.00	344.00000	297560.00	440.00000	380600.00
0100 2303-6911000 HOT MIX ASPHALT PAVEMENT SAMPLES	LUMP		7500.00000	7500.00	7500.00000	7500.00	6400.00000	6400.00
0110 2401-7207010 REMOVAL OF CONCRETE	5003.000 SY		12.00000	60036.00	12.60000	63037.80	22.00000	110066.00
0120 2435-0250100 INTAKE, SW-501	2.000 EACH		5400.00000	10800.00	5775.00000	11550.00	4600.00000	9200.00
0130 2435-0250300 INTAKE, SW-503	2.000 EACH		7800.00000	15600.00	8190.00000	16380.00	5900.00000	11800.00
0140 2435-0250500 INTAKE, SW-505	9.000 EACH		7000.00000	63000.00	7350.00000	66150.00	6400.00000	57600.00
0150 2435-0250600 INTAKE, SW-506	3.000 EACH		10000.00000	30000.00	10500.00000	31500.00	7900.00000	23700.00
0160 2435-0500000 CASTING EXTENSION RINGS	35.000 EACH		500.00000	17500.00	485.63000	16997.05	650.00000	22750.00
0170 2435-0600010 MANHOLE ADJUSTMENT, MINOR	30.000 EACH		1500.00000	45000.00	1575.00000	47250.00	2000.00000	60000.00

IOWA DEPARTMENT OF TRANSPORTATION

TABULATION OF CONSTRUCTION AND MATERIAL BIDS

Run Date: 02/22/16
Page: 164 3

Bid Order: 164
Settling Date: 02/16/16 10:00 A.M.

Contract ID: 77-1425-625

Primary County: POLK

LINE NO / ITEM CODE / ALT ITEM DESCRIPTION	QUANTITY	(1) HR760 RAWKEYE PAVING CORP. UNIT PRICE	AMOUNT	(2) O.050 OMG D/B/A DES MOINES ASPHALT UNIT PRICE	AMOUNT	(3) GR219 GRIMES ASPHALT AND PAVING COR UNIT PRICE	AMOUNT
0180 2503-0114215 STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 15 IN.	16.000 LF	160.00000	2560.00	168.00000	2688.00	89.00000	1424.00
0190 2503-0114218 STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 18 IN.	16.000 LF	170.00000	2720.00	178.50000	2856.00	95.00000	1520.00
0200 2503-0114224 STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 24 IN.	16.000 LF	220.00000	3520.00	231.00000	3696.00	115.00000	1840.00
0210 2503-0114242 STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 42 IN.	16.000 LF	490.00000	7840.00	514.50000	8232.00	197.00000	3152.00
0220 2503-0114248 STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 48 IN.	16.000 LF	580.00000	9280.00	609.00000	9744.00	232.00000	4672.00
0230 2503-0200036 REMOVE STORM SEWER PIPE LESS THAN OR EQUAL TO 36 IN.	48.000 LF	35.00000	1680.00	36.75000	1764.00	102.00000	4896.00
0240 2503-0200136 REMOVE STORM SEWER PIPE GREATER THAN 36 IN.	48.000 LF	60.00000	2880.00	63.00000	3024.00	23.00000	1104.00
0250 2510-6759600 REMOVAL OF INTAKES AND UTILITY ACCESSSES	16.000 EACH	800.00000	12800.00	840.00000	13440.00	2600.00000	41600.00
0260 2511-6745900 REMOVAL OF SIDEWALK	650.000 SY	9.00000	5850.00	9.45000	6142.50	23.00000	14950.00
0270 2511-7526004 SIDEWALK, P.C. CONCRETE, 4 IN.	378.800 SY	64.00000	24243.20	67.20000	25455.36	110.00000	41668.00
0280 2511-7526006 SIDEWALK, P.C. CONCRETE, 6 IN.	227.100 SY	80.00000	18168.00	84.00000	19076.40	181.00000	41105.10
0290 2511-7528101 DETECTABLE WARNING	544.000 SF	40.00000	21760.00	42.00000	22848.00	38.00000	20672.00
0300 2512-1725256 CURB AND GUTTER, P.C. CONCRETE, 2.5 FT.	694.000 LF	70.00000	48580.00	73.50000	51009.00	65.00000	45110.00
0310 2518-6910000 SAFETY CLOSURE	52.000 EACH	155.00000	8060.00	78.75000	4095.00	197.00000	10244.00

IOWA DEPARTMENT OF TRANSPORTATION
TABULATION OF CONSTRUCTION AND MATERIAL BIDS

Primary County: POLK

Contract ID: 77-1425-625

Bid Order: 164
Letting Date: 02/16/16 10:00 A.M.

LINE NO / ITEM CODE / ALT ITEM DESCRIPTION	QUANTITY	(1) HA760 HAWKEYE PAVING CORP.		(2) O.050 OMG D/B/A DES MOINES ASPHALT		(3) GR219 GRIMES ASPHALT AND PAVING CORP	
		UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
0320 2519-3300600 FENCE, SAFETY	384.000 LF	7.00000	2688.00	5.25000	2016.00	10.00000	3840.00
0330 2525-0000200 LOOP DETECTORS (ADDITION OR REPLACEMENT TO AN EXISTING TRAFFIC SIGNAL SYSTEM)	37.000 EACH	950.00000	35150.00	1680.00000	62160.00	1200.00000	44400.00
0340 2526-8285000 CONSTRUCTION SURVEY	6000.000	6000.00000	6000.00	5512.50000	5512.50	19000.00000	19000.00
0350 2527-9263109 PAINTED PAVEMENT MARKING, WATERBORNE OR SOLVENT-BASED	101.000 STA	19.50000	1969.50	20.48000	2068.48	26.00000	2626.00
0360 2527-9263117 PAINTED PAVEMENT MARKINGS, DURABLE	128.700 STA	59.00000	7593.30	62.48000	8041.18	75.00000	9652.50
0370 2527-9263154 PRE-CUT SYMBOLS AND LEGENDS, PREFORMED POLYMER MARKING MATERIAL	26.000 EACH	260.00000	6760.00	273.00000	7098.00	330.00000	8580.00
0375 2527-9270111 GROOVES CUT FOR PAVEMENT MARKINGS	128.700 STA	40.00000	5148.00	42.00000	5405.40	51.00000	6563.70
0380 2528-8445110 TRAFFIC CONTROL	LUMP	70000.00000	70000.00	65625.00000	65625.00	47000.00000	47000.00
0390 2528-8445113 FLAGGERS	400.000 EACH	435.00000	174000.00	435.00000	174000.00	435.00000	174000.00
0400 2528-9290050 PORTABLE DYNAMIC MESSAGE SIGN (PDMS)	300.000 CDAY	75.00000	22500.00	36.75000	11025.00	95.90000	28500.00
0410 2529-2242304 CD JOINT ASSEMBLY	93.000 EACH	140.00000	13020.00	147.00000	13671.00	114.00000	10602.00
0420 2533-4980005 MOBILIZATION	LUMP	120000.00000	120000.00	145000.00000	145000.00	200000.00000	200000.00
0430 2559-0212020 VALVE BOX EXTENSION	75.000 EACH	60.00000	4500.00	60.00000	4500.00	109.00000	8175.00
0440 2601-2639010 SODDING	97.000 SQ	80.00000	7760.00	84.00000	8148.00	140.00000	13580.00
0450 2601-2643110 WATERING FOR SOD, SPECIAL DITCH CONTROL OR SLOPE PROTECTION	60.000 MGAL	60.00000	3600.00	60.00000	3600.00	60.00000	3600.00
0460 2601-2643380 MOBILIZATION FOR WATERING	6.000 EACH	350.00000	2100.00	350.00000	2100.00	350.00000	2100.00
0470 2602-0000306 PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 6 IN. DIA.	384.000 LF	2.00000	768.00	2.20000	844.80	5.00000	1920.00
0480 2602-0000350 REMOVAL OF PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE	384.000 LF	1.00000	384.00	1.10000	422.40	1.00000	384.00

IOWA DEPARTMENT OF TRANSPORTATION

TABULATION OF CONSTRUCTION AND MATERIAL BIDS

Run Date: 02/22/16
Page: 164 5

Bid Order: 164
Letting Date: 02/16/16 10:00 A.M.

Contract ID: 77-1425-625

Primary County: POLK

LINE NO / ITEM CODE / ALT ITEM DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
(1) HA760 HAWKEYE PAVING CORP.				(2) 0.05C OMG D/B/A DES MOINES ASPHALT		(3) GR219 GRIMES ASPHALT AND PAVING COR	
0490 2602-00100.0 MOBILIZATIONS, EROSION CONTROL	4.000 EACH	500.00000	2000.00	500.00000	2000.00	500.00000	2000.00
SECTION TOTALS		\$	2,892,903.00	\$	2,950,184.62	\$	3,497,481.70
CONTRACT TOTALS		\$	2,892,903.00	\$	2,950,184.62	\$	3,497,481.70

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

DATE: March 7, 2016

ITEM:

Resolution - Ordering Construction
Intersection Improvements at 50th Street & Stonebridge Road

FINANCIAL IMPACT:

The Engineering Estimate of Construction Cost for the improvements at this intersection is \$224,728.40. Payments will be made from budgeted account no. 3527.75.820.6.7910 with the ultimate funding intended to come from General Obligation Bonds.

BACKGROUND:

Improvements at 50th Street & Stonebridge Road include installing a traffic signal to improve traffic flow and safety at the intersection, as well as miscellaneous sidewalk modifications to accommodate the location of traffic signal poles.

A Bid Letting should be scheduled for 2:00 p.m. on Wednesday, March 16, 2016, and a Public Hearing on the project should be scheduled for 5:35 p.m. on Monday, March 21, 2016. The contract would be awarded on Monday, March 21, 2016, and work will begin shortly thereafter.

The entire project is anticipated to be completed by October 1, 2016.

OUTSTANDING ISSUES: None.

RECOMMENDATION:

- City Council Adopt:
- Resolution Ordering Construction of the Intersection Improvements project at 50th Street & Stonebridge Road.
 - Fixing 2:00 p.m. on Wednesday, March 16, 2016, as the 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
Appropriations/Finance	Tim Stiles, Finance Director
Legal	Richard Scieszinski, City Attorney
Agenda Acceptance	

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Works		
Date Reviewed	February 29, 2016		
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:

**Intersection Improvements at 50th Street & Stonebridge Road
Project No. 0510-040-2015**

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

BE IT FURTHER RESOLVED, that the City Clerk is hereby directed to publish notice of hearing on the Plans and Specifications, Form of Contract, Bid Security and Estimate of Costs for said project to be held at 5:35 p.m. on Monday, March 21, 2016, 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, March 16, 2016.

BE IT FURTHER RESOLVED, that the bids received for construction of said improvements will be opened, publicly read and tabulated by the City Clerk, Deputy City Clerk, or City Clerk designee at 2:00 p.m. on Wednesday, March 16, 2016, and the results of said bids shall be considered at a meeting of this Council on Monday, March 21, 2016, at 5:35 p.m. and acted upon at said time, or such time as may then be fixed.

PASSED AND APPROVED 7th day of March, 2016.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk



OPINION OF PROBABLE CONSTRUCTION COSTS
CITY OF WEST DES MOINES

50TH AND STONEBRIDGE ROAD TRAFFIC SIGNAL

West Des Moines, Iowa

3/2/2016

ITEM NO	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	SOLID STATE CONTROLLER WITH R CABINATE, RISER, ACCESSORIES AND SPARE CONTROLLER	EACH	1.00	\$16,000.00	\$16,000.00
2	COMBINATION SIGNAL POLE, 45' MAST ARM WITH TRAFFIC MONITOR UNIT	EACH	1.00	\$14,000.00	\$14,000.00
3	SIGNAL POLE, 45' MAST ARM	EACH	1.00	\$15,000.00	\$15,000.00
4	SIGNAL POLE, 50' MAST ARM	EACH	1.00	\$17,000.00	\$17,000.00
5	SIGNAL POLE, 55' MAST ARM	EACH	1.00	\$19,000.00	\$19,000.00
6	PEDESTAL POLE, ALUMINUM, 5.5'	EACH	3.00	\$1,500.00	\$4,500.00
7	EMERGENCY VEHICLE PREEMPTION DETECTOR	EACH	4.00	\$750.00	\$3,000.00
8	RADAR PRESENCE DETECTOR	EACH	4.00	\$6,500.00	\$26,000.00
9	PEDESTRIAN PUSHBUTTON	EACH	8.00	\$250.00	\$2,000.00
10	TRAFFIC MONITOR SYSTEM WITH CABLE AND ACCESSORIES	EACH	1.00	\$6,000.00	\$6,000.00
11	TRAFFIC SIGNAL HEAD-12" R,Y,G WITH BACKPLATE MAST ARM MOUNTED. LED MODULES	EACH	8.00	\$850.00	\$6,800.00
12	TRAFFIC SIGNAL HEAD-12" <R,<Y,<FY,<G WITH BACKPLATE MAST ARM MOUNTED. LED MODULES	EACH	4.00	\$650.00	\$2,600.00
13	PEDESTRIAN SIGNAL HEAD-12" HAND-MAN SYMBOL, 12" COUNTDOWN CLOCK	EACH	8.00	\$675.00	\$5,400.00
14	POWER SUPPLY - FURNISH AND INSTALL METER SOCKET	LS	1.00	\$1,500.00	\$1,500.00
15	HANDHOLE - TYPE 1	EACH	3.00	\$500.00	\$1,500.00
16	HANDHOLE - TYPE 2	EACH	1.00	\$1,000.00	\$1,000.00
17	CABLE-12C, #14 AWG, SIGNAL CIRCUITS	LF	541.00	\$2.15	\$1,163.15
18	CABLE-7C, #14 AWG, SIGNAL CIRCUITS	LF	320.00	\$1.50	\$480.00
19	CABLE-6C, #14 AWG, SIGNAL CIRCUITS	LF	1,093.00	\$1.40	\$1,530.20
20	CABLE-2C, #14 AWG, SIGNAL CIRCUITS (PED PB)	LF	114.00	\$1.20	\$136.80
21	CABLE-3C, #20 AWG, EMERGENCY VEHICLE PREEMPT DETECTOR	LF	800.00	\$1.40	\$1,120.00
22	CABLE-1C, #8 AWG, BARE GROUNDING WIRE	LF	382.00	\$1.50	\$573.00
23	CABLE-1C, #10 TRACER WIRE	LF	461.00	\$1.25	\$576.25
24	CABLE-1C, #4 GROUND TRACER WIRE	LF	120.00	\$2.25	\$270.00
25	CABLE-1C, #4 POWER	LF	82.00	\$3.25	\$266.50
26	12 SINGLE-MODE FIBER OPTIC CABLE	LF	244.00	\$2.50	\$610.00
27	FIBER OPTIC TERMINATION	EA	12.00	\$100.00	\$1,200.00
28	FIBER OPTIC SPLICES	EA	24.00	\$100.00	\$2,400.00
29	CONDUIT-2 IN. PVC, TRENCHED	LF	9.00	\$4.00	\$36.00
30	CONDUIT-2 IN. PVC, BORED/JACKED	LF	165.00	\$14.00	\$2,310.00
31	CONDUIT-3 IN. PVC, TRENCHED	LF	18.00	\$4.00	\$72.00
32	CONDUIT-3 IN. PVC, BORED/JACKED	LF	8.00	\$14.00	\$112.00
33	CONDUIT-4 IN. PVC, TRENCHED	LF	20.00	\$4.00	\$80.00
34	CONDUIT-4 IN. PVC, BORED/JACKED	LF	284.00	\$14.00	\$3,976.00
35	CONCRETE BASE-CONTROLLER	EACH	1.00	\$1,200.00	\$1,200.00
36	CONCRETE BASE-2.0' X 3.0'	EACH	3.00	\$850.00	\$2,550.00
37	CONCRETE BASE-3.0' X 12.0'	EACH	2.00	\$2,500.00	\$5,000.00
38	CONCRETE BASE-3.0' X 14.0'	EACH	2.00	\$3,000.00	\$6,000.00
39	STREET NAME SIGN 84"X18" MAST ARM MOUNTED, INSTALLATION ONLY	EACH	4.00	\$550.00	\$2,200.00
40	TRAFFIC SIGN R3-5L 30"X36", MAST ARM MOUNTED	EACH	4.00	\$150.00	\$600.00
41	TRAFFIC SIGN R10-3A L, POLE MOUNTED	EA	4.00	\$150.00	\$600.00
42	TRAFFIC SIGN R10-3A R, POLE MOUNTED	EA	4.00	\$150.00	\$600.00
43	SPLICE ENCLOSURES	EA	1.00	\$1,500.00	\$1,500.00
44	BATTERY BACKUP UNIT	LS	1.00	\$2,500.00	\$2,500.00
45	ADAPTIVE TRAFFIC CONTROL SYSTEM	LS	1.00	\$36,000.00	\$36,000.00
46	COMMUNICATION COORDINATOR	LS	1.00	\$5,000.00	\$5,000.00
47	SIDEWALK REMOVAL	SY	35.90	\$35.00	\$1,256.50
48	PCC SIDEWALK, 6 IN.	SY	36.20	\$50.00	\$1,810.00
49	DETECTABLE WARNINGS	SF	18.00	\$50.00	\$900.00
50	TRAFFIC CONTROL	LS	1.00	\$1,500.00	\$1,500.00
Total					\$224,728.40

PROFESSIONAL ENGINEER
SCOTT M. ALMEIDA
19733
IOWA

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

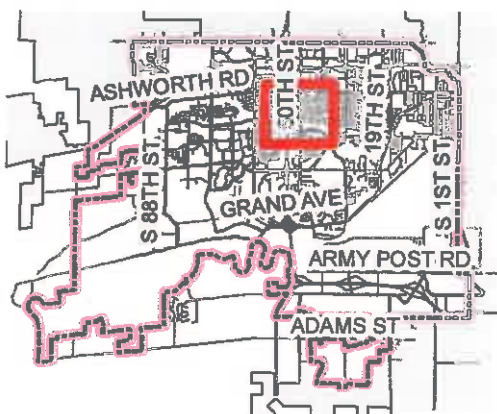
Scott M. Almeida 3-2-2016
SCOTT M. ALMEIDA, P.E. DATE

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2017
LICENSE NO. 19733

PAGES OR SHEETS COVERED BY THIS SEAL:
Cost Est. Mate



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) 273-0802

PROJECT: **50TH STREET & STONEBRIDGE ROAD
TRAFFIC SIGNAL** Project No. 0510-040-2015

LOCATION: **EXHIBIT "A"**

DRAWN BY: BJM

DATE: 6/23/2015

SHT. 1 OF 1

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

DATE: March 7, 2016

ITEM: Resolution - Order Construction and Notice of Public Hearing on Plans, Specifications, Form of Contract, Estimate of Cost, and Direct Advertisement of Bids – 88th Street Trail Connection.

FINANCIAL IMPACT: None at this time. The preliminary estimated cost of the project is \$106,463.70. Project expenses will be partially paid with funds budgeted in FY 15/16 in the 88th Street Trail CIP account (6524.75.840.6.7910). The amount available for this project is \$48,700. As a portion of the trail is along the existing 88th Street water tower, part of the associated costs will be reimbursed by West Des Moines Water Works. As part of the development of the water tower site, WDM Water Works is responsible to install a 4' sidewalk along this frontage, and therefore will be reimbursing the City for approximately 40% of the associated costs (estimated to be \$38,189). If necessary, staff proposes to cover the remaining estimated amount of \$19,575 using remaining funds in the Concrete Rehab CIP account (6595.75.840.6.7910).




BACKGROUND: This Resolution is for the construction of a 10 foot wide concrete trail along the east side of 88th Street from the end of the existing trail located at the Mansions at Jordan Creek apartments to the south end of the water tower site. The project would also include the grading from the south end of the water tower site to the entrance of Valley View Park. This grading is in preparation for the installation of this segment of trail which will be completed through a parkland dedication agreement with a residential development in this area. The project includes traffic control, survey/layout, earthwork/utility adjustments, paving of 6" reinforced trail, erosion control/seeding, and other associated items.

OUTSTANDING ISSUES: None.

RECOMMENDATION: That the Council approve the Resolution.

Lead Staff Member: Sally Ortgies 

STAFF REVIEWS

Department Director	
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:

88th Street Trail Connection

is hereby ordered constructed according to the Plans and Specifications prepared by WDM staff 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 **April 4, 2016** 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, March 23, 2016.**

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, March 23, 2016** and the results of said bids shall be considered at a meeting of this Council on **April 4, 2016** at 5:35 p.m. and acted upon at said time, or such time as may then be fixed.

PASSED AND APPROVED this 7th day of March, 2016.

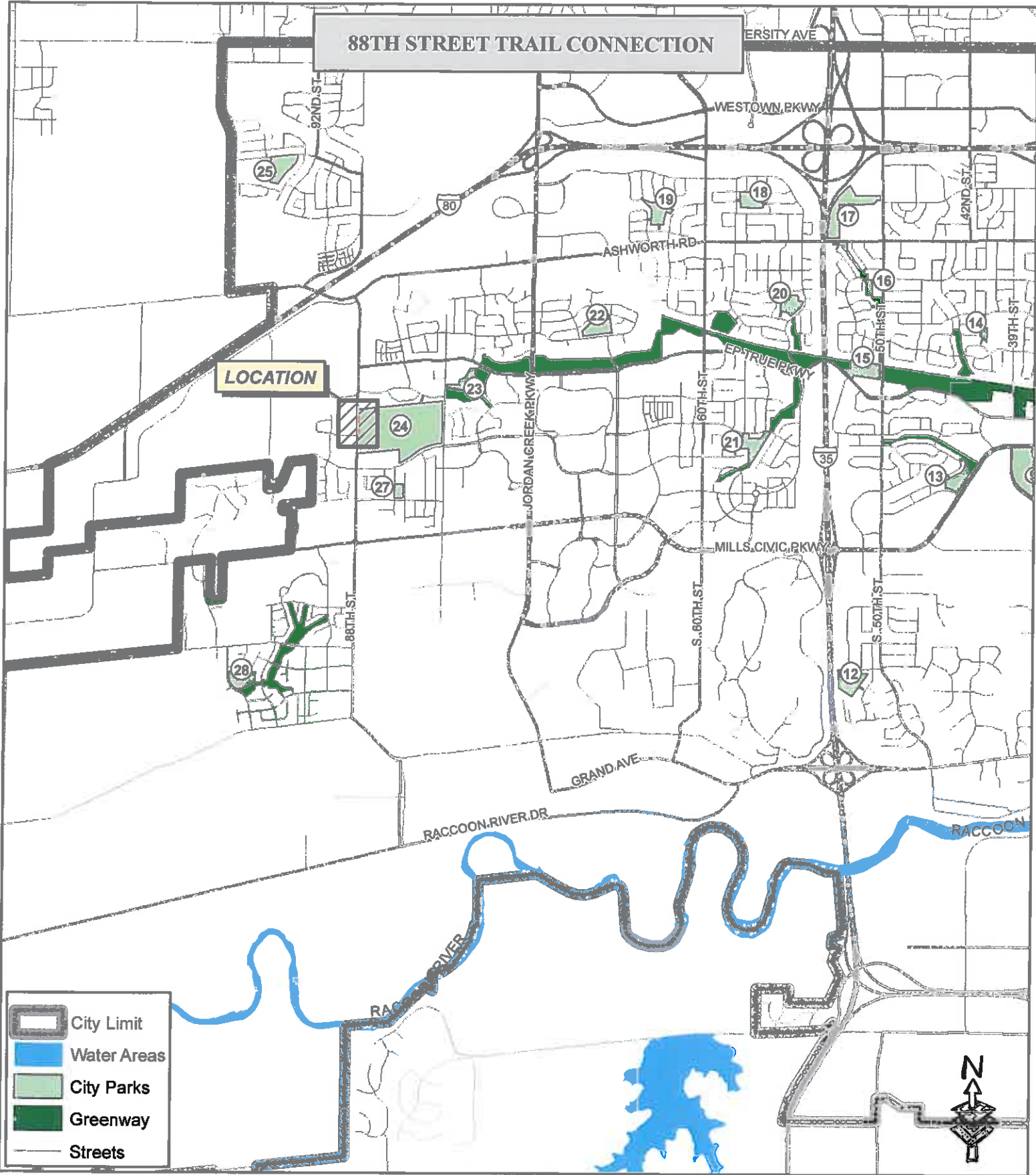
Steven K. Gaer, Mayor

ATTEST:

Ryan Jacobson, City Clerk

88TH STREET TRAIL CONNECTION

LOCATION



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



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

DATE: March 7, 2016

ITEM: Resolution - Order Construction and Notice of Public Hearing on Plans, Specifications, Form of Contract, Estimate of Cost, and Direct Advertisement of Bids – Holiday Park Girls Softball Improvements

FINANCIAL IMPACT: None at this time. The preliminary estimated cost of the project is \$217,723.25. Project expenses will be paid with funds budgeted in FY 15/16 in the Holiday Park CIP account (6515.75.840.6.7910). The amount available for this project is \$214,621. If necessary, the amount over the budget will be covered with remaining funds in the Legion Park CIP account (6509.75.840.6.7910).

BACKGROUND: This Resolution is for the construction of paved sidewalks to meet ADA requirements, as well as stormwater improvements to improve the drainage between the fields. The project involves survey staking as needed, removal of existing rock surface, earthwork, installation of storm sewer, subgrade preparation, 5" concrete paving, site restoration, and other associated items.


Improvements to Girls Softball also include the replacement of several sets of bleachers to meet current CPSC guidelines. However, the bleachers will be purchased directly by the City, and assembled and installed by City staff. If necessary, staff will identify funding for the bleachers in another Parks CIP account.

OUTSTANDING ISSUES: None.

RECOMMENDATION: That the Council approve the Resolution.

Lead Staff Member: Sally Ortgies 

STAFF REVIEWS

Department Director	
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:

Holiday Park Girls Softball Improvements

is hereby ordered constructed according to the Plans and Specifications prepared by Bolton & Menc 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 **April 4, 2016** 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, March 23, 2016.**

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, March 23, 2016** and the results of said bids shall be considered at a meeting of this Council on **April 4, 2016** at 5:35 p.m. and acted upon at said time, or such time as may then be fixed.

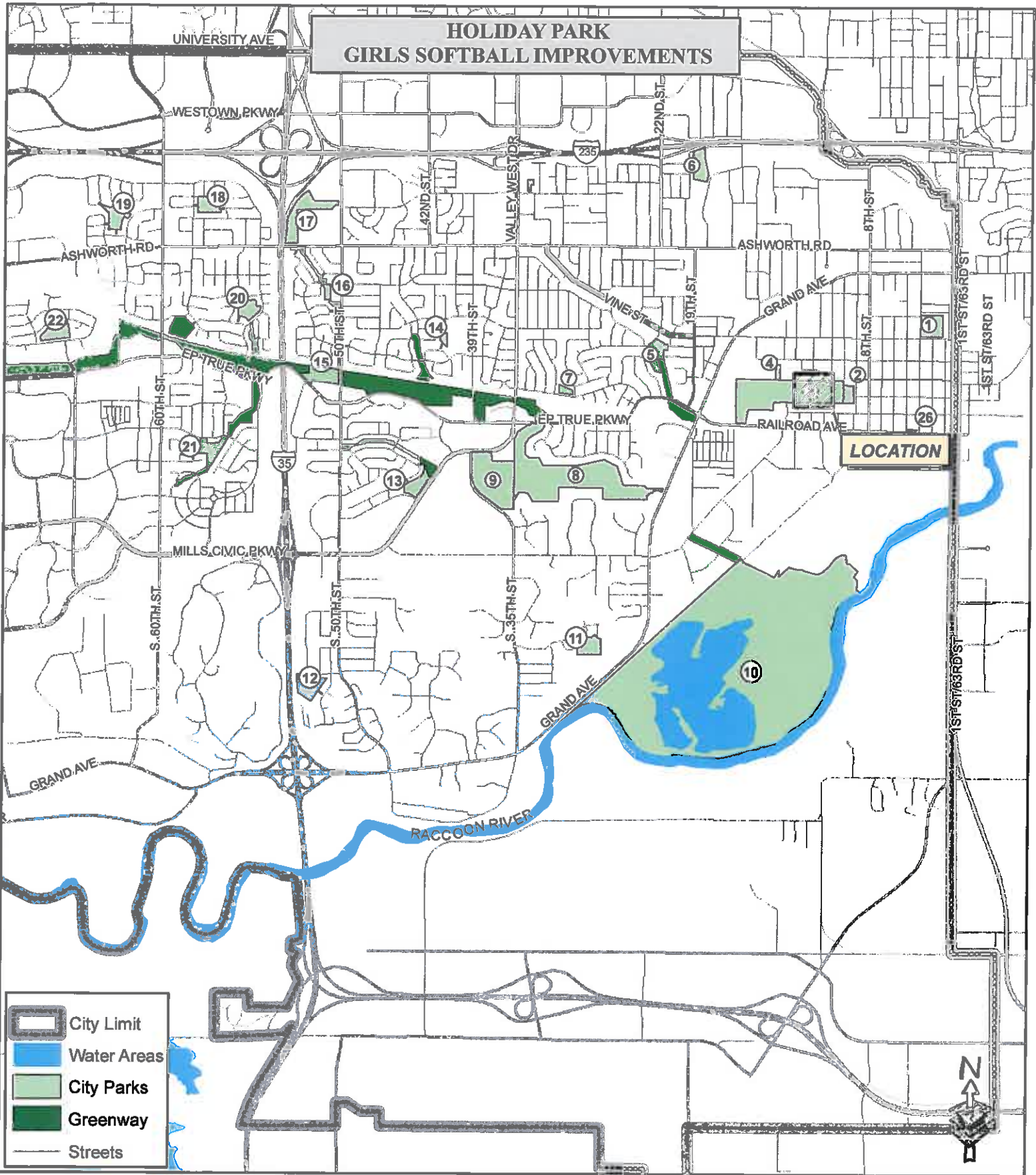
PASSED AND APPROVED this 7th day of March, 2016.

Steven K. Gaer, Mayor

ATTEST:

Ryan Jacobson, City Clerk

HOLIDAY PARK GIRLS SOFTBALL IMPROVEMENTS



- | | | | |
|---------------------|---------------------------|-------------------------|-------------------------|
| 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**

4(o)

DATE: March 07, 2016

ITEM:

Resolution - Approving Professional Services Agreement
Valley Junction Alley Improvements, Phase 5
HR Green, Inc.

FINANCIAL IMPACT:

The cost of the Engineering Services Agreement associated with the design of this project is anticipated not to exceed \$161,000.00. In addition, the cost for performing resident consultant services will not exceed \$39,500.00.

City staff will not authorize the consultant to proceed with the construction inspection services portion of the Agreement until such time as a determination is made as to whether or not City inspection staff is available to perform the work.

Should the cost for the professional engineering services be projected to exceed the amounts set forth in the contract, staff would not authorize such expenditures without further approval by the City Council. All work will be billed on an hourly basis using the established hourly fee structure as set forth in the contract.

Staff anticipates all costs for these services will be borne by the City and can be paid from budgeted account no. 4192.75.820.6.7920 with ultimate funding sources coming from GO Bonds (72%), Fee Revenues (14%), and Stormwater Utility fees (14%).

BACKGROUND:

Approval of this action authorizes HR Green, Inc. to perform the design necessary for Valley Junction Alley Improvements, Phase 5. The project includes grading, drainage improvements and surface restoration for nine (9) unpaved alleys in the 500 block of historic Valley Junction. These alleys connect Locust Street and Vine Street between 1st Street and 12th Street in West Des Moines.

The Development Services Department retains design consultants based on their past work experience, qualifications of their staff, familiarity with the project, manpower availability, and past consultant evaluation. Once a firm has been selected based on the above criteria, the City staff then negotiates a fee with the consultant for performing the desired scope of services. The City staff attempts, whenever feasible, to distribute engineering 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 Engineering Services Agreement.

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
Appropriations/Finance	Tim Stiles, Finance Director
Legal	Richard Scieszinski, City Attorney
Agenda Acceptance	<i>RTJ</i>

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Works		
Date Reviewed	February 29, 2016		
Recommendation	Yes	No	Split

Resolution Approving Professional Services Agreement

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

**Valley Junction Alley Improvements, Phase 5
Project No. 0510-032-2016**

and,

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

WHEREAS, Development Services Department staff have recommended Plans, Specifications, Form of Contract, and Estimate of Cost be prepared by HR Green, Inc., and,

WHEREAS, the Development Services Department has obtained a written proposal from HR Green, Inc. to do the work requested, which estimates the following cost to the City of West Des Moines;

Basic Services of the Consultant	\$161,000.00
Resident Consultant Services	<u>39,500.00</u>
Total	<u>\$200,500.00</u>

therefore,

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

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

PASSED AND APPROVED this 7th day of March 2016.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

**AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
VALLEY JUNCTION ALLEY IMPROVEMENTS, PHASE 5
WDM Project No. 0510-032-2016**

This Agreement is made and entered into this _____ day of _____, 2016, by and between the CITY OF WEST DES MOINES, a municipal corporation, hereinafter referred to as "City", and HR GREEN, INC., (Fed. I.D. #42-0927178), 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	\$161,000
II. Resident Consultant Services	\$39,500

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: HR Green, Inc.
Attn: David J Moermond, P.E.
Address: 5525 Merle Hay Rd., Ste 200
City, State: Johnston, Iowa 50131

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.

HR GREEN, INC.

CITY OF WEST DES MOINES

BY: 
David J. Moermond, P.E., Vice President

BY: _____
Ryan T. Jacobson, City Clerk

ATTACHMENT 1

SCOPE OF SERVICES

Project Description: The proposed project involves Preliminary Survey, Preliminary Plans, Final Plans, Specifications, Letting Services, Construction Administration and Resident Engineering as described below for the Valley Junction Alley Phase 5 project in West Des Moines, Iowa. The project includes grading, drainage improvements and surface restoration for nine (9) unpaved alleys in the 500-block of historic Valley Junction. These alleys connect Locust Street and Vine Street between 1st Street and 12th Street in West Des Moines.

I. BASIC SERVICES OF THE ENGINEER.

The Engineer 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 Engineer 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 Engineer shall provide the following basic services in regard to the Project:

A. Preliminary Survey and Mapping

Field surveys will be conducted to obtain the topographic data, ground elevations, and cross sections required for the development of the Project and to supplement the existing mapping available from the City. 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 and incorporate this data into the base mapping of the project. A boundary survey will be conducted to establish the location of the existing Right-of-Way lines for the alleys. Lot corners will be located to assist in reestablishing the right-of-way for the alleys receiving improvements.

B. Preliminary Plans

Task 1. Title and General Information Sheets (A Sheets)

This task consists of assembling the preliminary title and general information sheets. The preliminary title sheets will include the following: Index of Sheets, Legend, Location Map, and Project Numbers.

Task 2. Preliminary Typical Cross Sections (B Sheets)

This task consists of assembling the Typical Cross Sections to be used for the proposed improvements as well as a preliminary determination of the limits that each Typical Section will apply. The Typical Cross Sections will include but not be limited to typical sections for the proposed grading, drainage and surfacing improvements.

Task 3. Preliminary Plan and Profiles (D Sheets)

This task consists of the development of preliminary plan and profile sheets that will show the existing topography along with the proposed improvements. Included will be the necessary CADD work to show the preliminary design features for the proposed improvements. The proposed impact limits of the construction activities will also be shown on these sheets.

Task 4. Reference Ties and Bench Marks (G Sheets)

This task consists of assembling reference ties to the plan control points and the benchmark data used to develop the plans and to be preserved throughout construction of the project. This task also includes preserving any Government Corners that are found in the vicinity of the proposed construction.

Task 5. Detailed Cross Sections (W Sheets)

This task consists of the design and drafting associated with the assembly of detailed cross sections to illustrate typical conditions, drainage designs, and non-typical conditions as needed for guidance during design, review, and quantity estimating purposes.

Task 6. Field Exam

This task consists of the preparation of materials for a field exam, participation in the field exam, and reviewing results of the field exam with the City.

Task 7. Meetings

This task will include public information meetings with adjacent property owners to familiarize them with the impacts of the proposed improvements and to verify support for the project. A meeting will be held for each individual alley with residents invited to attend the meeting time along their alley. The meeting will include a brief, informal presentation describing the scope of the proposed work to that alley followed by a forum addressing individual property owner questions. Comments by the affected property owners will also be received and compiled.

It is also estimated that the engineer's staff will attend approximately one meeting per month with the City, and others to review progress, assist in decision making, and receive direction from the City. It is understood by the parties that the Engineer will attend additional meetings as needed to complete the Project.

Task 8. Project Management

The project manager for the Engineer will be responsible for monthly progress reporting, minutes of meetings, interoffice memoranda, and invoicing. This task also includes scheduling of staff, coordinating with Sub-Consultants, review of progress, and senior review of deliverables.

Task 9. Utility Coordination

Engineer will contact utility companies impacted by the project, and provide each utility company with Preliminary Plan drawings highlighting areas of potential conflict. Engineer will solicit feedback from utility companies concerning other possible conflicts they may identify. For confirmed conflicts, Engineer will request a relocation plan and schedule from each impacted utility company. Engineer will review relocation plans and schedules received from utility companies and consult with the City. Following consultation with the City, Engineer will provide comments to utility companies and confirm their schedules for relocation.

C. Final Plans and Specifications

Based upon the preliminary design, field exam, and public informational meetings, the Engineer shall subsequently proceed with final design, contract drawings, specifications, and opinion of probable construction costs. The work tasks to be performed include the following:

Task 1. Final Plans

The Engineer shall provide the City with the following deliverables:

Final Title Sheets (A Sheets)

This item consists of finalizing the title sheet. The title sheets will include the following: Index of Sheets, Legend, Location Map, and Project Number.

Final Typical Sections (B Sheets)

This item consists of final design and drafting of typical cross sections to be utilized for the improvements.

Final Quantities (C Sheets)

This item consists of final bid items to be included in the Project, as well as final quantity tabulations, and the development of the general notes and estimate reference information.

Final Plan and Profiles (D Sheets)

This item consists of the final design and drafting of roadway plan and profile sheets, including the detail information required for plan reviews, approvals, and construction of the proposed improvements. This task also consists of the final design and drafting for utility adjustments that can be determined from coordination with the utility companies at the time of design

Final Traffic Control and Staging (J Sheets)

This item consists of the final plan for construction scheduling and staging of the Project and for final traffic control measures to be implemented during construction and final permanent pavement markings

Final Design Cross-Sections (W Sheets)

This item consists of the final design and drafting of individual cross sections for the project. Cross sections will be designed and drawn at 25-foot maximum intervals, with additional cross sections included as necessary. Cross sections will show the existing ground elevations as well as the proposed finished grading, paving improvements and other pertinent information.

Task 2. Project Manual

This task consists of providing a Project Manual for the Project based on the City's standard front end documents, including Notice of Hearing and Letting, Instruction to Bidders, Proposal Form, Bond Forms, Contract Form, Regulations of the Contract, Supplemental Regulations of the Contract, Special Conditions, and Detailed Specifications. The current Iowa Statewide Urban Design and Specifications Manual (SUDAS) will be used as the technical specification for the project.

Task 3. Opinion of Probable Construction Cost

The Engineer shall prepare Opinion of Probable Construction Cost for the Project. An updated Opinion of Probable Construction Cost shall be prepared at the time of completion of the plans and specifications. The Opinion of Probable Construction Cost is intended for the use of the City in financing the Project.

Task 4. Advertisement for Bids/Bid Phase

The Engineer shall assist in the preparation of the Notice of Hearing and Letting. The Engineer shall disseminate contract documents and be available to answer questions from Contractors prior to the letting and shall issue addenda as appropriate to interpret, clarify or expand the bidding documents.

Task 5. Letting, Bid Tabs, and Award Recommendation

The Engineer shall have a representative present when the bids are opened, shall make tabulation of bids for the City, shall advise the City on the responsiveness of the bidders, and assist the City in making the award of contract. After the awards are made, the Engineer shall assist in the preparation of the necessary contract documents. It is assumed that this project will be let as one project.

Task 6. Meetings

It is estimated that the engineer's staff will attend one meeting per month with the City, and others to review progress, assist in decision-making, and receive direction from the City. It is understood by the parties that the Engineer will attend additional meetings as needed to complete the Project.

Task 7. Temporary Easements

This task consists of preparing written legal descriptions for temporary easements required for private property impacted by the project. Temporary easement exhibits will not be prepared as part of this task.

Task 8. Project Management

The project manager for the Engineer will be responsible for monthly progress reporting, minutes of meetings, interoffice memoranda, and invoicing. This task also includes scheduling of staff, coordinating with Sub-Consultants, review of progress, and senior review of deliverables.

D. Construction Administration

The work tasks to be performed by the Engineer shall include:

Task 1. Pre-construction Meeting

The Engineer shall conduct a pre-construction meeting after award of construction contract for the City's Contractor, subcontractors, utility companies, and other interested parties.

Task 2. Shop Drawings

The Engineer shall review shop drawings, samples, and other data, which the Contractor is required to submit, but only for conformance with design concept of the Project and conformance with the information given in the contract documents. The Engineer shall evaluate and determine the acceptability of substitute materials and equipment proposed by the Contractor. The Engineer shall have authority to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testing, and approvals required.

Task 3. Site Visits

In connection with observations of the Contractor's work while it is in progress:

- a. The Engineer shall make visits to the site at intervals appropriate to the various stages of construction as the Engineer deems necessary (estimated to be one site visit per month minimum, with up to weekly visits during peak construction activity periods) in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of the Contractor's work. Based on information obtained during such visits and on such observations, the Engineer shall determine, in general, if such work is proceeding in accordance with the Plans, and the Engineer shall keep the City informed of the progress of the work.
- b. The purpose of the Engineer's visits to the site will be to enable the Engineer to better carry out his duties and responsibilities during the construction phase and, in addition, by exercise of the Engineer's efforts as an experienced and qualified design professional, to provide for the City a greater degree of confidence that the completed work of the Contractor will conform to the Plans, and that the integrity of the design concept as reflected in the Plans has been implemented and preserved by the Contractor.
- c. The Engineer shall not during such visits supervise, direct, or have control over the Contractor's work, nor shall the Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by the Contractor for safety precautions and programs incident to the work or for any failure of the Contractor to comply with laws, rules, regulations, ordinances, codes, or orders applicable to the Contractor furnishing and performing his work.
- d. During such visits, the Engineer may disapprove of or reject the Contractor's work while it is in progress if the Engineer believes that such work will not produce a completed Project that conforms to the Plans, or that it will prejudice the integrity of the design concept of the Project as reflected in the Plans.

Task 4. Change Orders

The Engineer shall issue necessary interpretations and clarifications of the Plans, and in connection therewith, prepare change orders as required.

Task 5. Final Inspections and Project Close-Out

The Engineer shall conduct an inspection in the company of the City to determine if the work is substantially complete and a final inspection to determine if the completed work is acceptable. The Engineer may recommend, in writing, final payment to the Contractor and may give written notice to the City and the Contractor that the work is acceptable. This task will also include assembling final project documentation, certifications, and attendance at the project audits.

Task 6 – Setting of Alley Lot Corners

Upon completion of the proposed improvements, the lot corners along the entire length of the alleys receiving improvements will be established by a surveyor licensed in the State of Iowa.

Task 7. Record Drawings

This task consists of preparation of construction record drawings defining the actual location of improvements and fixtures. The Engineer shall prepare record drawings showing those changes made during construction, based on the marked-up drawings and other data furnished by the Contractor and the Resident Construction Observer. The Engineer shall provide the City with one (1) reproducible copy of the record drawings and an electronic copy of the project drawings.

II. RESIDENT ENGINEERING

Only upon written authorization to proceed by the City to the Engineer, the work to be performed under this phase of the Project shall include frequent resident observation of the construction work in addition to that included under Paragraph I.D. Construction Administration. The Engineer shall determine the amounts owing to the Contractor and recommend, in writing, payments to the Contractor in such amounts. Such recommendations of payment will constitute a representation to the City, based on such observations and review that the work progressed to the point indicated, and that to the best of the Engineer's knowledge, information, and belief, quality of such work is generally in accordance with the Plans. In the case of unit-price work, the Engineer's recommendation of payment will include final determinations of the quantities and classifications of such work.

This phase consists of coordinating field-testing of construction materials incorporated into the project with the City's independent testing consultant and preparing written reports that document compliance or non-compliance of construction materials. Also included is observing the performance of construction work and advising the Contractor and the city of non-complying work or materials incorporated into the project. For budget purposes, it is assumed that the construction period will be six (6) months and that one 30%-time staff member of the Engineer will be available for the construction observation services on this project.

III. ADDITIONAL SERVICES

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

- Appraisal/Appraisal Reviews
- Report-of-Liens
- Right-of-Way Negotiations
- Preparation of right of way or permanent easement acquisition plat documents

ATTACHMENT 2
PROJECT SCHEDULE

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

I. Basic Services of the Engineer

- A. Preliminary Survey and Mapping March – April 2016
- B. Preliminary Plans and Public Meetings..... –May - August 2016
- C. Final Plans September- October 2016
- D. Letting Process November-December 2016
- E. Construction Administration June – November 2017

II. Resident Engineering..... June – November 2017

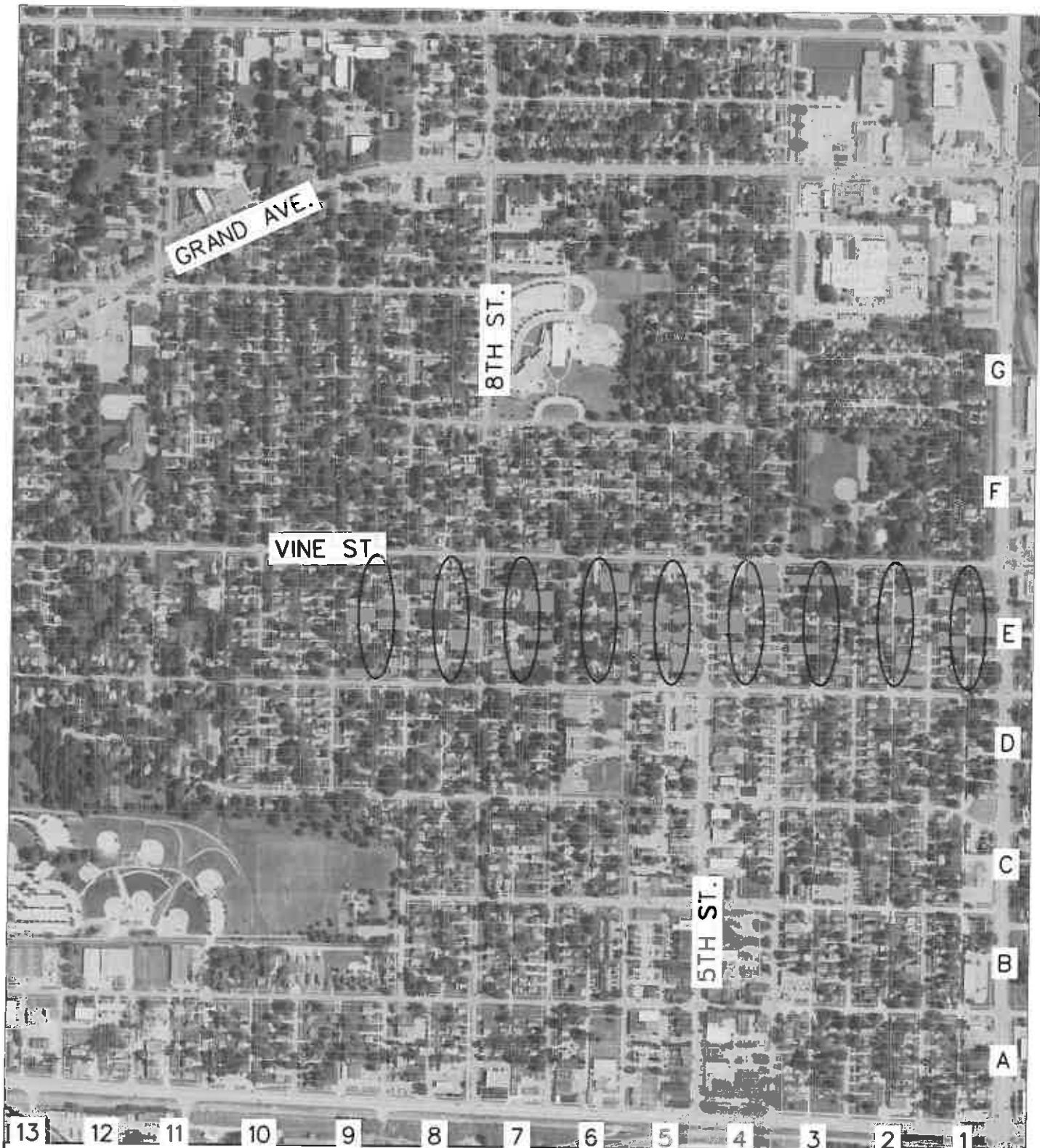
ATTACHMENT 3
SCHEDULE OF FEES

HR GREEN, INC.
Billing Rate Schedule
Effective January 1, 2016

Professional Services	Billing Rate
Principal	\$215
Senior Professional	\$185
Professional	\$156
Junior Professional	\$110
Senior Technician	\$125
Technician	\$95
Senior Field Personnel	\$110
Field Personnel	\$95
Administrative	\$80
Administrative Coordinator	\$115

Reimbursable Expenses

1. All materials and supplies used in the performance of work on this project will be billed at cost plus 10%.
2. Auto mileage will be reimbursed per the standard mileage reimbursement rate established by the Internal Revenue Service. Survey and construction vehicle mileage will be reimbursed on the basis of \$0.85 per mile.
3. Charges for sub-consultants will be billed at their invoice cost plus 15%.
4. A rate of \$6.00 will be charged per HR Green labor hour for a technology and communication fee.
5. All other direct expenses will be invoiced at cost plus 10%.



**VALLEY JUNCTION ALLEYS
PROPERTY OWNER SURVEY RESULTS
PHASE V
WEST DES MOINES, IOWA**

- POSITIVE RESPONSE
- NEGATIVE RESPONSE
- NO RESPONSE
- PROPOSED DESIGN & CONSTRUCTION

• BASED ON CURRENT SURVEY RESULTS

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

DATE: March 7, 2016

ITEM:

Resolution - Approving Gas Main Relocation Agreement
South 88th Street Improvements Project
MidAmerican Energy Company

FINANCIAL IMPACT:

The Relocation Agreement associated with the MidAmerican Energy Company gas main relocation is not to exceed \$16,932.08. Payments will be paid from budgeted account no. 4247.75.820.6.7910 with the ultimate funding intended to come from General Obligation Bonds and TIF.

BACKGROUND:

The design of the S. 88th Street Improvements Project from Sugar Creek Drive to Booneville Road includes relocation of a stream along the east side of South 88th Street. This stream relocation crosses an existing MidAmerican Energy Company gas main located within a private easement. The private easement gives MidAmerican Energy Company rights to install, operate, and maintain the gas main on private property. As a result of these rights MidAmerican Energy Company is entitled to compensation for relocation due to the project.

The attached agreement authorizes MidAmerican Energy Company to complete the relocation work at the not-to-exceed quoted cost.

OUTSTANDING ISSUES:

None.

RECOMMENDATION:

City Council Adopt:

- Resolution Approving Gas Main Relocation 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	RTJ

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Works		
Date Reviewed	February 29, 2016		
Recommendation	Yes	No	Split

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, APPROVING A GAS MAIN RELOCATION AGREEMENT

**South 88th Street Improvements Project
MidAmerican Energy Company
0510-020-2014**

WHEREAS, on November 25, 2013 the City of West Des Moines entered into an agreement for the design of the S. 88th Street Improvements project; and,

WHEREAS, the proposed improvements conflict with an existing gas main owned by MidAmerican Energy Company and is located within a private easement; and,

WHEREAS, MidAmerican Energy Company has provided a proposal setting forth the terms and conditions of relocating the gas main; and,

WHEREAS, approval of the Gas Main Relocation Agreement is in the best interest of the City of West Des Moines.

therefore,

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

1. The Gas Main Relocation Agreement with MidAmerican Energy Company is approved.
2. The Mayor is authorized to sign the Gas Main Relocation Agreement and the City Clerk is directed to attest the Mayor's signature.

PASSED AND APPROVED this 7th day of March, 2016.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, CMC
City Clerk



MidAmerican Energy
10510 Douglas Ave,
Urbandale, IA 50322

2/18/2016

City of West Des Moines
Attention: Ben McAlister
4200 Mills Civic Parkway
P.O. Box 65320
West Des Moines, IA 50265

Reference: S88th St road project – Relocation of Gas facilities in private easement

Dear Mr. McAlister:

MidAmerican Energy has gas facilities located in private easement that is going to be affected by the S88th Street road project. Attached is a drawing of the area for this work that requires reimbursement. Also attached is a copy of the easement documents. The applicant charge for this work will be \$16,932.08.

The applicant will be responsible for complying with all aspects of compliance as required by any local, state, or federal permit or plan associated with storm water pollution prevention or erosion control. It is specifically understood and agreed that MidAmerican Energy Company will not become or agree to become a co-permittee or operator for the purpose of applicants' compliance with any local, state, or federal permit or plan associated with storm water pollution prevention or erosion control.

The applicant will also be responsible to locate any private underground facilities.

If this proposal is satisfactory please sign and return one (1) copy to me. Please include payment of \$16,932.08. MidAmerican Energy Company will release the work upon receipt of the signed proposal and payment. Please call me at (515) 252-6565 if you have any questions.

Sincerely,
MidAmerican Energy Company

Michael Younts
Customer Technician

Enclosures

Accepted By: _____

Date: _____ Date Service Required: _____

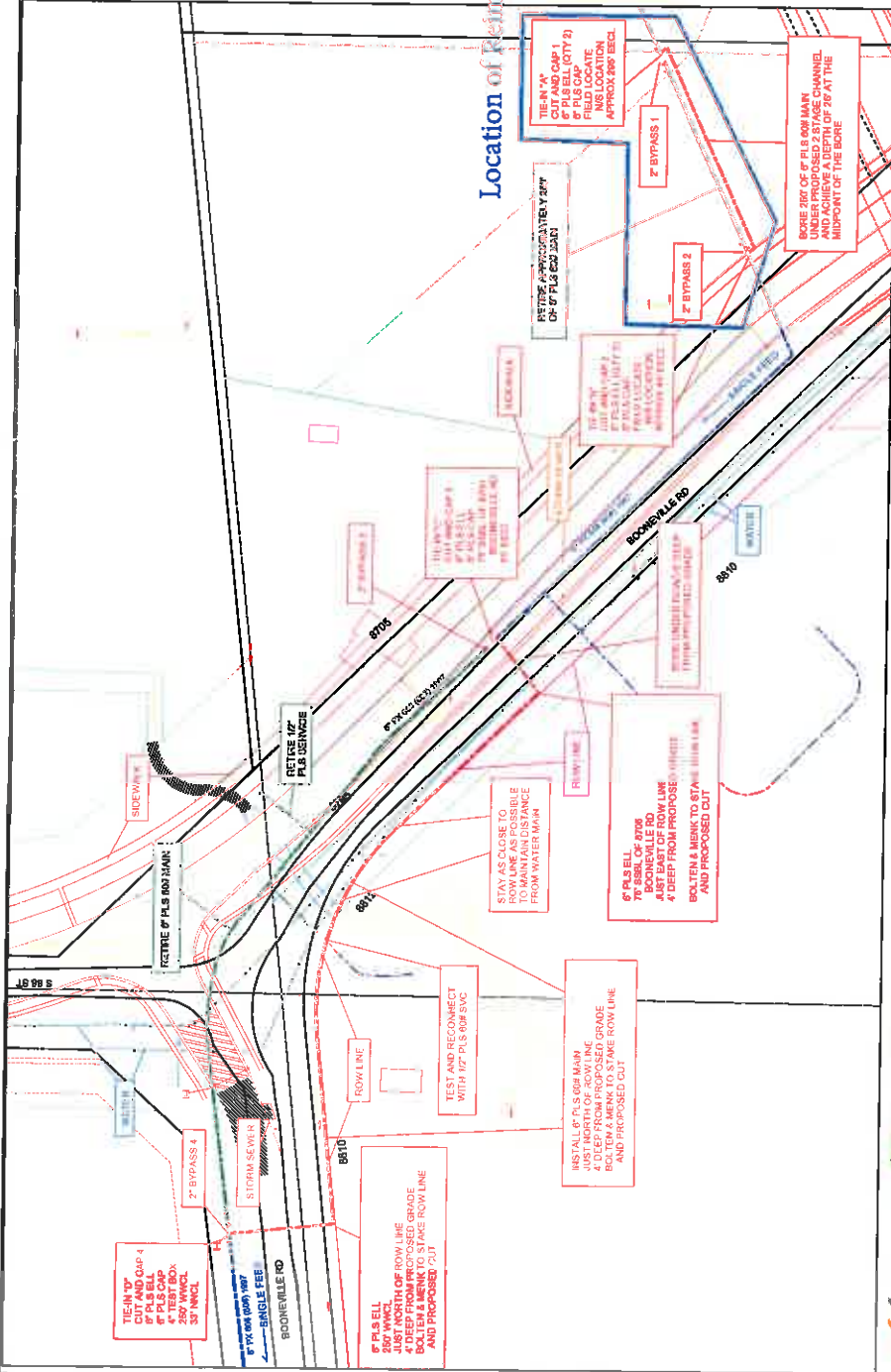
LEGEND

EXISTING 60 PSIG SYSTEM	
PROPOSED 60 PSIG SYSTEM	
RETIRED 60 PSIG SYSTEM	

West Des Moines Legend

FUTURE SIDEWALKS	
WATER MAIN	
STORM SEWER	

Location of Reimbursable Work



CONSTRUCTION PROCEDURE FOR S 89TH ST MAIN RELOCATION

PRESSURE GAUGES MUST BE INSTALLED & CONTINUOUSLY MONITORED AT ALL VALVING AND SQUEEZE OFF LOCATIONS. ALL FITTINGS AND TE-INS MUST HAVE SOAP TEST NOTED.

SCOPE OF WORK	DATE	NAME
1. INSTALL 1000' OF 6" PLS 80# MAIN		
2. PRESSURE TEST PER MEC STANDARDS		
3. INSTALL PRESSURE GAUGE JUST TO THE WEST OF CUT & CAP. MONITOR PRESSURE DOWNSTEAM OF THE CONSTRUCTION AREA.		
4. CREATE BYPASS 1		
5. CREATE BYPASS 2		
6. MAKE TE-IN 'A'; CUT AND CAP 1		
7. MAKE TE-IN 'B'; CUT AND CAP 2		
8. CREATE BYPASS 3		
9. CREATE BYPASS 4		
10. MAKE TE-IN 'C'; CUT AND CAP 3		
11. MAKE TE-IN 'D'; CUT AND CAP 4		
12. TEST AND RECONNECT 1/2" PLS SERVICE AT 8812 BOONEVILLE RD		
13. REMOVE BYPASSES		

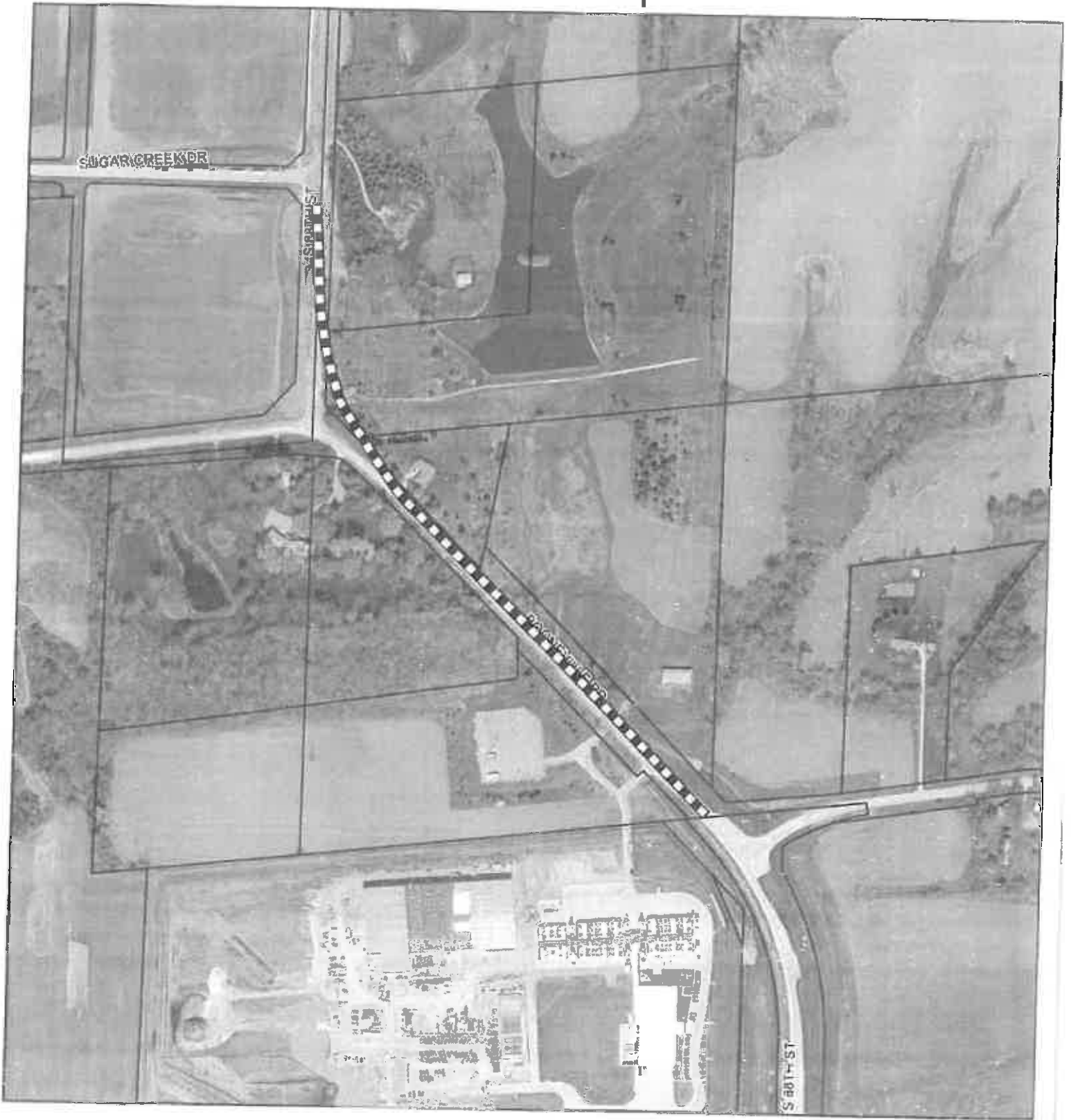
- WEST DES MOINES CONSTRUCTION NOTES**
1. Provide traffic control in accordance with the MUTCD. Submit Lane Closure Layouts and Traffic Control Plans to the City of West Des Moines (Traffic Division 222-3488) at least 48 hours prior to closing any utility lanes.
 2. Obtain a West Des Moines Excavation Permit (Public Works 222-3488) prior to performing any excavation or tunneling work on any utility. For public release in accordance with Article 7-18 of the West Des Moines City Code.
 3. Contact the City of West Des Moines Public Works Division (915-222-3488) at least 48 hours prior to starting any utility work for any utility and obtain local information.
 4. Contact the City of West Des Moines Water Treatment Plant (915-222-3488) at least 48 hours prior to starting any utility work for Phosphorus of Utilities (see attached sheet).
 5. Construction to be in accordance with West Des Moines Ordinance for Phosphorus of Utilities.

NOTE: PRESSURE GAUGES MUST BE INSTALLED & CONTINUOUSLY MONITORED AT ALL SQUEEZE OFF, VALVING & STOPPING LOCATIONS.
 NOTE: ALL WORK, INCLUDING PRESSURE TESTING AND PURGING TO BE COMPLETED ACCORDING TO MEC GAS STANDARDS.
 NOTE: DEVELOPER TO STAKE PRIOR TO CONSTRUCTION.



DATE: 11/15/2017
 DRAWN BY: J. H. HARRIS
 CHECKED BY: J. H. HARRIS
 PROJECT NO: 17-001
 SHEET NO: 1 OF 1
 SCALE: AS SHOWN
 PROJECT LOCATION: 89TH ST & BOONEVILLE RD, WEST DES MOINES, IA
 PROJECT DESCRIPTION: MAIN RELOCATION
 PROJECT OWNER: WEST DES MOINES
 PROJECT CONTACT: J. H. HARRIS, 515-281-1111

Location Map



**S 88th Street
Sugar Creek Drive to Booneville (south)
Engineering Services Agreement
0510-020-2014**



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

Legend
— Project Location



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

ITEM: Approval of Economic Development Assistance Contract - DATE: March 7, 2016
Iowa Economic Development Authority (IEDA) –
INTL FC Stone

Resolution - Approving the three-party IEDA contract between INTL FC Stone, City of West Des Moines, and Iowa Economic Development Authority (IEDA)

FINANCIAL IMPACT: The City anticipates using TIF revenues to serve as the required local match for IEDA financial assistance. The City’s match is estimated to be approximately \$141,016.

BACKGROUND: INTL FC Stone, a financial services company has been awarded financial assistance from the Iowa Economic Development Authority (IEDA), which will require a local match from the City. INTL FC Stone currently has offices in West Des Moines at 2829 Westown Parkway and will soon be occupying 1/3 of a new building that will be constructed at 1075 Jordan Creek Parkway. The company currently has 115 employees and plans to add 50 more in their new location. IEDA will be extending a \$200,000 forgivable loan to INTL FC Stone. The City will provide a five-year sliding scale tax rebate (75% the first year; 60% the second year; 45% the third year, 30% the fourth year, and 15% the fifth year), which will equal approximately \$141,016.

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

RECOMMENDATION: That the City Council pass a resolution, authorizing the Mayor to sign the IEDA contract.

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

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

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

SUBCOMMITTEE REVIEW (if applicable)

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

Attachments: Exhibit I – Economic Development Assistance Contract – INTL FC Stone, City of West Des Moines, IEDA
Exhibit II – Resolution

***ECONOMIC DEVELOPMENT
ASSISTANCE CONTRACT***

BY

INTL FCSTONE INC.,

THE CITY OF WEST DES MOINES,

AND THE

IOWA ECONOMIC DEVELOPMENT AUTHORITY

CONTRACT NUMBER: 16-DF-028

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CONTRACT EXHIBITS

Exhibit A -	Recipient's Financial Assistance Application (on file with IEDA), Application # 16-HQJDF-027
Exhibit B-2	High Quality Jobs Program – Project Completion Assistance Component Special Conditions
Exhibit C -	Description of the Project and Award Budget
Exhibit D -	Job Obligations
Exhibit E -	Reserved
Exhibit F -	Reserved

Economic Development Assistance Contract

RECIPIENT:	INTL FCSTONE INC.
COMMUNITY:	CITY OF WEST DES MOINES
CONTRACT NUMBER:	16-DF-028
AWARD DATE:	December 18, 2015
AWARD AMT. – FINANCIAL ASSISTANCE	\$200,000

This ECONOMIC DEVELOPMENT ASSISTANCE CONTRACT (Contract) is made as of the Contract Effective Date by the Iowa Economic Development Authority (IEDA or Authority), 200 East Grand Avenue, Des Moines, IA 50309, and INTL FCStone Inc. (Recipient), 2829 Westown Parkway, Suite 100, West Des Moines, IA 50266 and the City of West Des Moines (Community), 4200 Mills Civic Parkway, Suite 2E, West Des Moines, IA 50265.

WHEREAS, the Recipient submitted an application to IEDA requesting assistance in financing its Project as more fully described in Exhibit C, *Description of the Project and Award Budget* (the Project); and

WHEREAS, the Iowa Economic Development Authority Board (IEDA Board) awarded the Recipient assistance for the Project from the funding sources identified herein (collectively, the Award), all of which are subject to the terms and conditions set forth herein; and

NOW THEREFORE, in consideration of the mutual promises contained herein and intending to be legally bound, the Recipient, the Community and IEDA agree to the following terms:

ARTICLE 1: CONTRACT DURATION

This Contract shall be in effect on the Contract Effective Date and shall remain in effect until after completion of each of the following:

(a) *Through Project Completion Date.* Through the Project Completion Period and for a reasonable period of time after Project Completion Date during which IEDA will conduct Project closeout procedures to verify that the Project was completed in compliance with Contract requirements.

(b) *Through Maintenance Period Completion Date and Contract Closeout.* Through the Maintenance Period Completion Date and for a reasonable period of time after Maintenance Period Completion Date during which IEDA will conduct closeout procedures to verify that the Project was maintained in compliance with Contract requirements.

(c) *Repayment or Payment Obligation.* Until all outstanding amounts due to IEDA, if any, are received by IEDA or all outstanding obligations to IEDA are satisfied in full.

(d) *Contract End Date.* Until IEDA has completed Contract closeout procedures and provided Recipient and Community with written Notice of Final Contract Closeout. This Contract shall terminate as of the date stated in the written Notice of Final Contract Closeout. Such date shall be the Contract End Date.

ARTICLE 2: DEFINITIONS

The following terms apply to this Contract:

"Affiliate" means any entity to which any of the following applies:

- a. Directly, indirectly, or constructively controls another entity.
- b. Is directly, indirectly or constructively controlled by another entity.
- c. Is subject to the control of a common entity. A common entity is one which owns directly or individually more than ten percent of the voting securities of the entity.

"Award" means any and all assistance provided by IEDA for the Project under this Contract.

"Award Date" means the date first stated in this Contract and is the date the IEDA Board approved the award of financial assistance to the Recipient for the Project.

"Award Funds" means the cash that is provided by IEDA for this Project as Project Completion Assistance, including loans.

"Base Employment Level" means the number of Full-Time Equivalent positions as established by IEDA and Recipient using Recipient's payroll records, as of the date Recipient applied for Tax Incentives or Project Completion Assistance. The number of jobs Recipient has pledged to create and retain shall be in addition to the Base Employment Level.

"Benefits" means nonwage compensation provided to an employee. Benefits include medical and dental insurance plans, pension, retirement, and profit-sharing plans, child care services, life insurance coverage, vision insurance coverage, and disability insurance coverage.

"Brownfield site" means an abandoned, idled, or underutilized property where expansion or redevelopment is complicated by real or perceived environmental contamination. A brownfield site includes property contiguous with the site on which the property is located. A brownfield site does not

include property which has been placed, or is proposed for placement, on the national priorities list established pursuant to the federal Comprehensive Environmental Response, Compensation, and Liability Act, 42, U.S.C. 9601 et seq. In order to administer similar programs in a similar manner, the IEDA will attempt to apply this definition in substantially the same way as similar definitions are applied by the Brownfield Advisory Council established in Iowa code section 15.294 and may consult members of the council or other staff as necessary.

“Contract Effective Date” means the latest date on the signature page of this Contract.

“Contract End Date” means the date stated in the Notice of Final Contract Closeout issued by IEDA pursuant to Article 1.

“Created Job” means a new, permanent, Full-Time Equivalent (FTE) position added to Recipient’s payroll in excess of the Base Employment Level at the time of application for Tax Incentives or Project Completion Assistance.

“Forgivable Loan” means a form of an Award made by IEDA to the Recipient for which repayment is eliminated in part or entirely if the Recipient satisfies the terms of this Contract.

“Full-Time Equivalent job,” “FTE,” or *“full-time”* means the employment of one person:

1. For 8 hours per day for a 5-day, 40-hour workweek for 52 weeks per year, including paid holidays, vacations and other paid leave; or
2. The number of hours or days per week, including paid holidays, vacations and other paid leave, currently established by schedule, custom, or otherwise, as constituting a week of full-time work for the kind of service an individual performs for an employing unit, provided that the number of hours per week is at least 32 hours per week for 52 weeks per year including paid holidays, vacations, and other paid leave.

For purposes of this definition, “employment of one person” means the employment of one natural person and does not include “job sharing” or any other means of aggregation or combination of hours worked by more than one natural person.

“Grayfield site” means a property meeting all of the following requirements:

a. The property has been developed and has infrastructure in place, but the property’s current use is outdated or prevents a better or more efficient use of the property. Such property includes vacant, blighted, obsolete, or otherwise underutilized property.

b. The property’s improvements and infrastructure are at least twenty-five years old and one or more of the following conditions exists:

(1) Thirty percent or more of a building located on the property that is available for occupancy has been vacant or unoccupied for a period of twelve months or more.

(2) The assessed value of the improvements on the property has decreased by twenty-five percent or more.

(3) The property is currently being used as a parking lot.

(4) The improvements on the property no longer exist.

c. The Authority will attempt to apply this definition in substantially the same manner as similar definitions are applied by the Brownfield Advisory Council established in Iowa code section 15.294.

“Job Obligations” means the jobs that must be created or retained as a result of receipt of state or federal financial assistance, Project Completion Assistance, or Tax Incentives from IEDA and that are required to meet the Qualifying Wage Threshold requirements. Recipient’s Job Obligations are specified in Exhibit D of this Contract. Jobs that do not meet the Qualifying Wage Threshold requirements shall not be counted toward Recipient’s job creation or job retention obligations contained in Exhibit D. The Job

Obligations in Exhibit D include Recipient's Base Employment Level and the number of new jobs required to be created above the Base Employment Level.

"Laborshed Wage" means the Qualifying Wage Threshold applicable to Recipient's Project as calculated pursuant to rule 261 IAC 173.2 and 261 IAC chapter 174 and as specified in Exhibit D of this Contract.

"Loan" means an Award of assistance with the requirement that the Award be repaid with term, interest rate, and other conditions specified as part of the conditions of the Award. "Loan" includes deferred loans, forgivable loans, and float loans. A "deferred loan" is one for which the payment for principal, interest, or both, is not required for some specified period. A "forgivable loan" is one for which repayment is eliminated in part or entirely if the borrower satisfies specified conditions. A "float loan" means a short-term loan, not to exceed 30 months, made from obligated but unexpended moneys.

"Maintenance Period" means the period of time between the Project Completion Date and the Maintenance Period Completion Date. The Project must be maintained in Iowa for this period of time.

"Maintenance Period Completion Date" means the date on which the Maintenance Period ends. The specific date on which the Maintenance Period ends is identified in Exhibit D.

"Person" means as defined in Article 6.1(g) of this Contract.

"Project" means the description of the work and activities to be completed by the Recipient as outlined in Exhibit C - Description of the Project and Award Budget.

"Project Completion Assistance" means financial assistance or technical assistance provided to an eligible business in order to facilitate the start-up, location, modernization, or expansion of the business in this state and provided in an expedient manner to ensure the successful completion of the start-up location, modernization, or expansion project.

"Project Completion Date" means the date by which the Recipient of incentives or assistance has agreed to meet all the terms and obligations contained in this Contract. The Project Completion Date will be a date by which the project must be completed, all incented jobs must be created or retained, and all other applicable requirements must be met. The specific date on which the project completion period ends is identified in Exhibit D.

"Project Completion Period" means the period of time between the Award Date and the Project Completion Date.

"Qualifying Jobs" are those Created or Retained Jobs that meet or exceed the Qualifying Wage Threshold Requirement established to qualify for program funding for the programs providing assistance to this Project.

"Qualifying Wage Threshold" means the Laborshed Wage as calculated by IEDA pursuant to statute and rule for each program under which financial assistance or Tax Incentives for this Project are awarded. The Qualifying Wage Threshold Requirement for this Project is outlined in Exhibit D, Job Obligations.

"Recipient's Employment Base" means the number of jobs as stated in Exhibit D – Job Obligations that the Recipient and IEDA have established as the Base Employment Level for this Project. The number of jobs the Recipient has pledged to create shall be in addition to the Recipient's Employment Base.

"Retained Job" means an existing job that meets the Qualifying Wage Threshold Requirements and

would be eliminated or moved to another state if the Project did not proceed in Iowa.

"Sufficient Benefits" means that Recipient offers to each Full-Time Equivalent permanent position a benefits package that meets one of the following:

1. Recipient pays 80 percent of the premium costs for a standard medical plan for single employee coverage with the maximum deductible specified for this project in Exhibit D; or
2. Recipient pays 50 percent of the premium costs for a standard medical plan for employee family coverage with the maximum deductible specified for this project in Exhibit D; or
3. Recipient provides medical coverage and pays the monetary equivalent of paragraph "1" or "2" above in supplemental employee benefits. Benefits counted toward monetary equivalent could include medical coverage, dental coverage, vision insurance, life insurance, pension, retirement, 401k, profit sharing, disability insurance, and child care services.

"Tax Incentives" means the tax credits, refunds, or exemptions IEDA has awarded for this Project as detailed in Article 3.

"Total Project Cost" means the cost incurred by the Recipient to complete the Project as described in Exhibit C.

ARTICLE 3: AWARD TERMS

3.1 Total Award Amount. The IEDA Board has approved an Award to the Community and Recipient from the funding sources and in the maximum amounts shown below:

PROJECT COMPLETION ASSISTANCE	FORM	MAXIMUM AMOUNT
High Quality Jobs Program	Forgivable Loan	\$ 200,000
<i>TOTAL FINANCIAL ASSISTANCE:</i>		<i>\$ 200,000</i>

3.2 Terms and Conditions of Award. The terms and conditions of the Award shall be as described in this Contract and the following incorporated exhibit(s):

- Exhibit B-2 High Quality Jobs Program – Project Completion Assistance Component Special Conditions

ARTICLE 4: CONDITIONS TO AWARD; DISBURSEMENT AND ISSUANCE TERMS

4.1 Direct State Financial Assistance – Disbursements of Award Funds.

(a) *Conditions to Disbursement.* The obligation of IEDA to disburse funds under this Contract shall be subject to the conditions described in this Article 4.

(b) *Process to Request Disbursement of Award Funds.* Recipient shall prepare, sign and submit disbursement requests and reports as specified in this Contract in the form and content required by IEDA. Recipient shall verify that claimed expenditures are allowable costs. The Recipient shall maintain documentation adequate to support the claimed costs.

(c) *Documents Submitted.* Funds will not be disbursed until IEDA has received the documents described in section 4.3 below as well as the following additional documents, properly executed and completed and approved by IEDA as to form and substance:

1. *Security Documents.* The fully executed Security Documents required in Article 5.
2. *Promissory Note(s).* The Promissory Note(s) required and described in the exhibit(s).
3. *Requests for Disbursement.* All disbursements of Award Funds shall be subject to receipt by the IEDA of requests for disbursement, in form and content acceptable to IEDA, submitted by the Recipient. All requests shall include documentation of costs that have been paid or costs to be paid immediately upon receipt of Award proceeds.

(d) *Prior Costs.* No expenditures made prior to the Award Date may be included as Project costs. No funds will be disbursed for expenditures prior to the Award Date.

(e) *Cost Variation.* In the event that the actual cost of the Project is less than the Total Project Cost specified in Exhibit C, the Award Funds specified in Article 3.1 shall be reduced at the same ratio as the reduction in the actual cost of the Project bears to the Total Project Cost specified in Exhibit B. Any funds previously disbursed by IEDA in excess of the reduced Award Funds to be provided by IEDA shall be returned to IEDA immediately upon receipt by Recipient's of a written request by IEDA for repayment.

(f) *Investment of Award Funds.*

1. In the event that the Award Funds are not immediately utilized, temporarily idle Award Funds held by the Recipient may be invested, provided that such investments shall be in accordance with State law, including but not limited to the provisions of Iowa Code chapter 12C concerning the deposit of public funds. Interest accrued on temporarily idle Award Funds held by the Recipient shall be credited to and expended on the Project prior to the expenditure of other Award Funds.

2. Within ten (10) days of receipt of a written request from IEDA, Recipient shall inform IEDA in writing of the amount of unexpended Award Funds in the Recipient's possession or under the Recipient's control, whether in the form of cash on hand, investments, or otherwise. Recipient shall return to IEDA all unexpended Award Funds remaining, including accrued interest, after all allowable Project costs have been paid or obligated within thirty (30) days after the Project Completion Date.

4.2 Tax Incentives—Conditions to Issuance of Tax Credit Number.

(a) *Tax Credit Number Required to Claim Incentives.* Recipient shall not claim the Tax Incentives described in Article 3 until IEDA has issued a tax credit number for this Project and Recipient has undertaken the activities described in this Contract and the applicable law to be eligible for such Tax Incentives.

(b) *Issuance of Tax Credit Number.* Upon satisfaction of the conditions described herein, IEDA will issue a tax credit number to the Recipient for this Project. The tax credit number shall be used in preparing any claims for Tax Incentives.

(c) *Conditions to Issuance of Tax Credit Number.* The obligation of IEDA to issue a tax credit number shall be subject to the conditions precedent described in Article 4.

(d) *Documents Submitted.* IEDA shall have received the documents described in section 4.3, properly executed and completed, and approved by IEDA as to form and substance, prior to issuing any tax credit

number.

4.3 Documents required.

(a) *Contract.* Fully executed Contract.

(b) *Incorporation Documents.* Copies of the Articles of Incorporation or the Articles of Organization, whichever is appropriate, of the Recipient, certified in each instance by its secretary or assistant secretary.

(c) *Certificate of Existence; Certificate of Authority.* A certificate of existence for the Recipient from the State of incorporation or organization, whichever is appropriate, and a certificate of authority authorizing the Recipient to conduct business in the state of Iowa, if it is not organized or incorporated in Iowa.

(d) *Results of Lien and Tax Search and Documentation of Satisfactory Credit History.* Financing statement, tax and judgment lien search results, in the Recipient's state of incorporation or organization, against the Recipient and/or the property serving as the Recipient's security under this Contract, and documentation of satisfactory credit history of the Recipient and guarantors, as applicable, with no judgments or unsatisfied liens or similar adverse credit actions.

(e) *Other Required Documents.* Such other contracts, instruments, documents, certificates and opinions as IEDA may reasonably request.

(f) *Solid or Hazardous Waste Audit.* To comply with Iowa Code section 15A.1(3)"b," if the Recipient generates solid or hazardous waste, it must either: a) submit a copy of the Recipient's existing in-house plan to reduce the amount of waste and safely dispose of the waste based on an in-house audit conducted within the past 3 years; or b) submit an outline of a plan to be developed in-house; or c) submit documentation that the Recipient has authorized the Iowa Department of Natural Resources or Iowa Waste Reduction Center to conduct the audit.

(g) *Release Form – Confidential Tax Information.* A signed Authorization for Release of Confidential State Tax Information form to permit IEDA to receive the Recipient's state tax information directly from the Iowa Department of Revenue for the purpose of evaluation and administration of Tax Incentives and other state financial assistance programs.

(h) *Project Financial Commitments.* The Recipient shall have submitted documentation acceptable to IEDA from the funding sources identified in Exhibit A committing to the specified financial involvement in the Project and received the IEDA's approval of the documentation. The documentation shall include the amount, terms and conditions of the financial commitment, as well as any applicable schedules and may include agreements and resolutions to that effect.

(i) *State Building Code Bureau Approval.* If any part of the Award proceeds will be used for the construction of new buildings and if either of the following applies:

1. The building or structure is located in a governmental subdivision which has not adopted a local building code; or

2. The building or structure is located in a governmental subdivision which has adopted a building code, but the building code is not enforced,

3. Bidding for construction shall not be conducted prior to obtaining written approval of the final plans by the State Building Code Bureau of the Iowa Department of Public Safety.

4.4 Suspension, Reduction or Delay of Award. Any one or more of the following shall be grounds for IEDA to suspend, delay or reduce the amount of disbursement of Award Funds or delay the issuance of a tax credit number or receipt of Tax Incentives:

(a) *Unremedied event of default.* Upon the occurrence of an Event of Default, as defined in this Contract, by the Recipient, IEDA may suspend payment or issuance of the Award to the Recipient until such time as the default has been cured.

(b) *Layoff, closure or relocation.* In the event the Recipient experiences a layoff within the state of Iowa, relocates or closes any of its Iowa facilities IEDA has the discretion to reduce or eliminate some or all of the Award.

(c) *Reduction, discontinuance or alteration of state funding/programs.* Any termination, reduction, or delay of funds or Tax Incentives available due, in whole or in part, to (i) lack of, reduction in, or a deappropriation of revenues or Tax Incentives previously appropriated or authorized for this Contract, or (ii) any other reason beyond the IEDA's control may, in the IEDA's discretion, result in the suspension, reduction or delay of Award Fund or authorization or issuance of Tax Incentives to the Recipient.

4.5 Closing Cost Fee. Upon execution of the contract and prior to the issuance of a tax credit number or the disbursement of Award Funds, an eligible business shall remit to the Authority a one-time compliance cost fee in the amount of \$500.

ARTICLE 5: RESERVED.

ARTICLE 6: REPRESENTATIONS AND WARRANTIES

6.1 Representations of Recipient. The Recipient represents and warrants to IEDA as follows:

(a) *Organization and Qualifications.* The Recipient is duly organized, validly existing and in good standing under the state of its incorporation or organization, whichever is appropriate, and is authorized to conduct business in the state of Iowa. The Recipient has full and adequate power to own its property and conduct its business as now conducted, and is duly licensed or qualified and in good standing in each jurisdiction in which the nature of the business conducted by it or the nature of the property owned or leased by it requires such licensing or qualifying, except where the failure to so qualify would not have a material adverse effect on the Recipient's ability to perform its obligations hereunder.

(b) *Authority and Validity of Obligations.* The Recipient has full right and authority to enter into this Contract. The person signing this Contract has full authority on behalf of Recipient to execute this Contract and issue, execute or otherwise secure or deliver any documents or obligations required under this Contract on behalf of the Recipient, and to perform, or cause to be performed, each and all of the obligations under the Contract.

The Contract delivered by the Recipient has been duly authorized, executed and delivered by the Recipient and constitutes the valid and binding obligations of the Recipient and is enforceable against it in accordance with its terms. This Contract and related documents do not contravene any provision of law or any judgment, injunction, order, or decree binding upon the Recipient or any provision of the corporate governance documents of the Recipient, nor does this Contract contravene or constitute a default under any covenant, indenture or contract of or affecting the Recipient or any of its properties.

(c) *Affiliates.* The Recipient has no Affiliates involved with the Project on the Contract Effective

Date.

(d) *Financial Reports.* The balance sheet of the Recipient furnished to IEDA fairly presents its financial condition as of said date and is in conformity with Generally Accepted Accounting Principles (GAAP) applied on a consistent basis. The Recipient has no contingent liabilities which are material to it, other than as indicated on such financial statements or, with respect to future periods, on the financial statements furnished to IEDA.

(e) *No Material Adverse Change.* Since the Award Date, there has been no change or the Recipient foresees no change in the condition (financial or otherwise) of the Recipient or the prospects of the Recipient, except those occurring in the ordinary course of business, none of which individually or in the aggregate has been materially adverse. To the knowledge of the Recipient, there has been no material adverse change in the condition of the Recipient, financial or otherwise, or the prospects of the Recipient.

(f) *Full Disclosure; Recipient's Financial Assistance Application.* The statements and other information furnished to the IEDA by Recipient in its Financial Assistance Application and in connection with the negotiation of this Contract do not contain any untrue statements of a material fact or omit a material fact necessary to make the material statements contained herein or therein not misleading. The IEDA acknowledges that, as to any projections furnished to the IEDA, the Recipient only represents that the same were prepared on the basis of information and estimates it believed to be reasonable.

(g) *Trademarks, Franchises and Licenses.* The Recipient owns, possesses, or has the right to use all necessary patents, licenses, franchises, trademarks, trade names, trade styles, copyrights, trade secrets, knowhow and confidential commercial and proprietary information to conduct its business as now conducted, without known conflict with any patent, license, franchise, trademark, trade name, trade style, copyright or other proprietary right of any other Person. As used in this Contract, "Person" means an individual, partnership, corporation, association, trust, unincorporated organization or any other entity or organization, including a government or agency or political subdivision thereof.

(h) *Governmental Authority and Licensing.* The Recipient has received all licenses, permits, and approvals of all Federal, state, local, and foreign governmental authorities, if any, necessary to conduct its business, in each case where the failure to obtain or maintain the same could reasonably be expected to have a material adverse effect. No investigation or proceeding which, if adversely determined, could reasonably be expected to result in revocation or denial of any material license, permit, or approval is pending or, to the knowledge of the Recipient, threatened.

(i) *Litigation and Other Controversies.* There is no litigation or governmental proceeding pending, nor to the knowledge of the Recipient, threatened, against the Recipient which, if adversely determined would result in any material adverse change in the financial condition, properties, business or operations of the Recipient, nor is the Recipient aware of any existing basis for any such litigation or governmental proceeding.

(j) *Good Title.* The Recipient has good and defensible title to or valid leasehold interests in all of its property involved with the Project including, without limitation, the Secured Property if real property is a security for this Contract reflected on the most recent balance sheets furnished to the IEDA, except for sales of assets in the ordinary course of business.

(k) *Taxes.* All tax returns the Recipient is required to file in any jurisdiction have, in fact, been filed, and all taxes, assessments, fees and other governmental charges upon the Recipient or upon any of its property, income or franchises, which are shown to be due and payable in such returns, have been paid, except such taxes, assessments, fees and governmental charges, if any, which are being contested in good faith and by appropriate proceedings which prevent enforcement of the matter under contest and as to which adequate reserves established in accordance with GAAP have been provided. The Recipient knows

of no proposed additional tax assessment against it for which adequate provisions in accordance with GAAP have not been made on its accounts. Adequate provisions in accordance with GAAP for taxes on the books of the Recipient have been made for all open years, and for their current fiscal period.

(l) *Other Contracts.* The Recipient is not in default under the terms or any covenant, indenture or contract of or affecting the Recipient's business or any of its properties, which default, if uncured, would have a material adverse effect on its financial condition, properties, business or operations.

(m) *No Event of Default.* No Event of Default, as defined in Article 9, has occurred or is continuing.

(n) *Compliance with Laws.* The Recipient is in compliance with the requirements of all federal, state and local laws, rules and regulations applicable to or pertaining to the business operations of the Recipient and laws and regulations establishing quality criteria and standards for air, water, land and toxic or hazardous wastes or substances, non-compliance with which could have a material adverse effect on the financial condition, properties, business or operations of the Recipient. The Recipient has not received notice that its operations are not in compliance with any of the requirements of applicable federal, state or local environmental or health and safety statutes and regulations or are the subject of any governmental investigation evaluating whether any remedial action is needed to respond to a release of any toxic or hazardous waste or substance into the environment, which non-compliance or remedial action could have a material adverse effect on the financial condition, properties, business or operations of the Recipient.

(o) *Effective Date of Representations and Warranties.* The warranties and representations of this Article are made as of the Contract Effective Date and shall be deemed to be renewed and restated by the Recipient at the time each request for disbursement of Award Funds is submitted to IEDA or each time Tax Incentives are claimed by the Recipient.

6.2 Representations of Community.

(a) *Local Approvals Received; Authority and Validity of Obligations.* The Community has secured all necessary local approvals and has full right and authority to enter into this Contract. The person signing this Contract has full authority on behalf of the Community to:

1. Sign this Contract, and
2. Perform each and all of the Community's obligations under this Contract.

The Contract delivered by the Community has been duly authorized, executed and delivered by the Community and constitutes the valid and binding obligations of the Community and is enforceable against it in accordance with its terms. This Contract and related documents do not contravene any provision of law or any judgment, injunction, order or decree binding upon the Community or contravene or constitute a default under any covenant, indenture or contract of or affecting the Community or any of its properties.

(b) *Local Commitment.* The Community represents that there are legally enforceable commitments in place for the Community local commitment identified for the Project in *Exhibit C -Description of the Project and Award Budget.*

(c) *No Material Adverse Change.* Since the Award Date, there has been no material adverse change in the Community's ability to perform its obligations under this Contract.

(d) *Full Disclosure; Community's Financial Assistance Application.* The statements and other information furnished to the IEDA by the Community in the Financial Assistance Application and in

connection with the negotiation of this Contract do not contain any untrue statements of a material fact or omit a material fact necessary to make the material statements contained herein or therein not misleading. The IEDA acknowledges that, as to any projections furnished to the IEDA, the Community only represents that the same were prepared on the basis of information and estimates it believed to be reasonable.

(e) *Governmental Authority and Licensing.* The Community has received all licenses, permits, and approvals of all federal, state, local, and foreign governmental authorities, if any, necessary to perform its obligations under this Contract. No investigation or proceeding which, if adversely determined, could reasonably be expected to result in revocation or denial of any material license, permit, or approval is pending or, to the knowledge of the Community, threatened.

(f) *Litigation and Other Controversies.* There is no litigation or governmental proceeding pending, nor to the knowledge of the Community, threatened, against the Community which, if adversely determined would result in any material adverse change in the Community's ability to perform under this Contract, nor is the Community aware of any existing basis for any such litigation or governmental proceeding.

(g) *No Event of Default.* No Event of Default by the Community, as defined in Article 9, has occurred or is continuing.

(h) *Compliance with Laws.* The Community is in compliance with the requirements of all federal, state and local laws, rules and regulations applicable to or pertaining to the operations of the Community and laws and regulations establishing quality criteria and standards for air, water, land and toxic or hazardous wastes or substances, non-compliance with which could have a material adverse effect on the financial condition, properties, business or operations of the Community in relation to the Community's ability to perform its obligations under this contract. The Community has not received notice that its operations are not in compliance with any of the requirements of applicable federal, state or local environmental or health and safety statutes and regulations or are the subject of any governmental investigation evaluating whether any remedial action is needed to respond to a release of any toxic or hazardous waste or substance into the environment, which non-compliance or remedial action could have a material adverse effect on the financial condition, properties, business or operations of the Community in relation to the Community's ability to perform its obligations under this contract.

(i) *Effective Date of Representations and Warranties.* The warranties and representations of this Article are made as of the Contract Effective Date.

ARTICLE 7: COVENANTS OF THE RECIPIENT

For the duration of this Contract, the Recipient covenants to IEDA as follows:

7.1 Project Performance Obligations.

(a) *Use Award Funds only for Project.* The Recipient shall use the Award Funds only for the Project and for the activities described in Exhibit C -Description of the Project and Award Budget and this Contract. Use of the Award Funds shall conform to the Budget for the Project as detailed in Exhibit C - Description of the Project and Award Budget. The Recipient represents that there are legally enforceable commitments in place from the funding sources identified for the Project in Exhibit C -Description of the Project and Award Budget.

(b) *Meet and Maintain Eligibility Requirements.* Recipient shall continue to meet and maintain all statutory eligibility requirements for the funding sources providing assistance under this Contract.

(c) *Project Time Period.* This Contract covers the five (5) year Project time period from the Award Date through the Maintenance Period Completion Date. Recipient shall complete and maintain the Project within the Project time period shown below:

Award Date	Project Completion Period	COMPLIANCE MEASUREMENT POINT	Maintenance Period	COMPLIANCE MEASUREMENT POINT	Contract Closeout
		Project Completion Date		Maintenance Period Completion Date	
<p><i>"Award Date"</i> is the date first stated in this Contract and is the date the IEDA Board approved the awarding of financial assistance to the Recipient for the Project.</p>	<p><i>"Project Completion Period"</i> is the period of time between the Award Date and the Project Completion Date.</p>	<p><i>"Project Completion Date"</i> is the date defined in Exhibit D by which the Recipient must complete the Project.</p> <p>At this point, IEDA will review the Project to verify compliance with Contract terms and obligations.</p>	<p><i>"Maintenance Period"</i> is the period of time between the Project Completion Date and the Maintenance Period Completion Date. The Project must be maintained in Iowa for this period of time.</p>	<p><i>"Maintenance Period Completion Date"</i> is the date defined in Exhibit D on which the Maintenance Period ends.</p> <p>At this point, IEDA will review the Project to verify that it was maintained in compliance with Contract terms and obligations.</p>	<p>IEDA will conduct Contract Closeout procedures after all events described in Article 1 have been met.</p> <p><i>"Contract End Date"</i> is the date stated in IEDA's written Notice of Final Contract Closeout that is issued pursuant to Article 1.</p>

(d) *Complete Project by Project Completion Date.* By the Project Completion Date, Recipient shall complete the Project, make the total investment it pledged for the Project and in accordance with the Award Budget as detailed in Exhibit C - Description of the Project and Award Budget, and comply with all other performance requirements described in this Contract.

(e) *Total Project Costs.* By the Project Completion Date, Recipient shall have completed the Project with a Total Project Cost as detailed in Exhibit C - Description of the Project and Award Budget.

(f) *Maintain Project through Maintenance Period Completion Date.* Recipient shall maintain the Project through the Maintenance Period Completion Date.

(g) *Maintain Project in Iowa During Contract Period.* The Recipient shall at all times preserve and maintain its existence as a corporation in good standing and maintain the Project in Iowa. The Recipient will preserve and keep in force and effect all licenses, permits, franchises, approvals, patents, trademarks, trade names, trade styles, copyrights and other proprietary rights necessary to the proper conduct of its respective business.

7.2 Taxes and Insurance.

(a) *Pay Taxes and Assessments.* The Recipient shall duly pay and discharge all taxes, rates, assessments, fees, and governmental charges upon or against its properties, in each case before the same become delinquent and before penalties accrue thereon, unless and to the extent that the same are being contested in good faith and by appropriate proceedings and adequate reserves are provided therefore.

(b) *Maintain Insurance.* The Recipient shall insure and keep insured in good and responsible

insurance companies all insurable property owned by it which is of a character usually insured by Persons similarly situated and operating like properties against loss or damage from such hazards or risks as are insured by Persons similarly situated and operating like properties, and the Recipient shall insure such other hazards and risks, including employers' and public liability risks in good and responsible insurance companies as and to the extent usually insured by Persons similarly situated and conducting similar business. The Recipient will, upon request of IEDA, furnish a certificate setting forth in summary form the nature and extent of the insurance maintained pursuant to this Article.

7.3 Preserve Project and Protect Security.

(a) *Maintenance of Properties.* The Recipient shall maintain, preserve and keep its properties in good repair, working order and condition, ordinary wear and tear excepted, and will from time to time make all needful and proper repairs, renewals, replacements, additions and betterments thereto so that at all times the efficiency thereof shall be fully preserved and maintained in accordance with prudent business practices.

(b) *Restrictions on Security.* If Security is required pursuant to Article 5 of this Contract, the Recipient shall not, without prior written disclosure to IEDA and prior written consent of IEDA, which shall not be unreasonably withheld, directly or indirectly:

1. Sell, transfer, convey, assign, encumber or otherwise dispose of any of the Secured Property for this Project.
2. Place or permit any restrictions, covenants or any similar limitations on the Secured Property or in the Security Documents for the Project.
3. Remove from the Project site or the State all or any part of the Secured Property.
4. Create, incur or permit to exist any lien of any kind on the Secured Property.

7.4 Recipient Changes.

(a) *No Changes in Recipient Operations.* The Recipient shall not materially change the Project or the nature of the business and activities being conducted or proposed to be conducted by Recipient, as described in the Recipient's approved Financial Assistance Application, Exhibit A of this Contract, unless approved in writing by IEDA prior to the change.

(b) *Changes in Recipient Ownership, Structure and Control.* The Recipient shall not materially change the ownership, structure, or control of the business if it would adversely affect the Project. This includes, but is not limited to, entering into any merger or consolidation with any person, firm or corporation or permitting substantial distribution, liquidation or other disposal of assets directly associated with the Project. Recipient shall provide IEDA with advance notice of any proposed changes in ownership, structure or control. The materiality of the change and whether the change adversely affects the Project shall be as reasonably determined by IEDA.

7.5 Required Reports.

(a) *Review of Reports.* The Recipient shall prepare, sign and submit required reports, in the form and content required by IEDA, as specified in this Contract.

(b) *Reports.* The Recipient shall prepare, sign and submit the following reports to the IEDA throughout the Contract period:

<u>Report</u>	<u>Due Date</u>
<u>Annual Project Status Report</u> The Annual Project Status Report will collect information from the Recipient about the status of the Project.	July 31 st for the period ending June 30th
<u>End of Project Report</u> The End of Project Report will collect information from the Recipient about the completed Project.	Within 30 days of Project Completion Date
<u>End of Maintenance Period Report</u> The End of Maintenance Period Report will collect information from the Recipient's continued maintenance of the Project.	Within 30 days of the end of the Maintenance Period Completion Date

(c) *Additional Reports, Financial Statements as Requested by IEDA.* The IEDA reserves the right to require more frequent submission of reports if, in the opinion of the IEDA, more frequent submissions would provide needed information about Recipient's Project performance, or if necessary in order to meet requests from the Iowa General Assembly, the Department of Management or the Governor's office. At the request of IEDA, Recipient shall submit its annual financial statements completed by an independent CPA, or other financial statements including, but not limited to, income, expense, and retained earnings statements.

7.6 Compliance with Laws.

(a) *State, local and federal laws.* Recipient shall comply in all material respects with the requirements of all applicable federal, state and local laws, rules, regulations and orders.

(b) *Environmental laws.* Recipient shall comply in all material respects with all applicable environmental, hazardous waste or substance, toxic substance and underground storage laws and regulations, and the Recipient shall obtain any permits or licenses and shall acquire or construct any buildings, improvements, fixtures, equipment or its property required by reason of any applicable environmental, hazardous waste or substance, toxic substance or underground storage laws or regulations.

(c) *Nondiscrimination laws.* Recipient shall comply in all material respects with all applicable federal, state, and local laws, rules, ordinances, regulations and orders applicable to the prevention of discrimination in employment, including the administrative rules of the Iowa Department of Management and the Iowa Civil Rights Commission which pertain to equal employment opportunity and affirmative action.

(d) *Worker rights and safety.* The Recipient shall comply in all material respects with all applicable federal, state and local laws, rules, ordinances, regulations and orders applicable to worker rights and worker safety.

(e) *Immigration laws.* Recipient shall only employ individuals legally authorized to work in this State. In addition to any and all other applicable penalties provided by current law, all or a portion of the Award is subject to recapture by IEDA if Recipient is found to employ individuals not legally authorized to work in the State of Iowa.

(f) *Compliance with IEDA's Administrative Rules.* Recipient shall comply with IEDA's

administrative rules for the programs under which assistance is provided to the Project and rules governing administration of this Contract.

7.7 Inspection and Audit. The Recipient shall permit the IEDA and its duly authorized representatives, at such reasonable times and reasonable intervals as the IEDA may designate, to:

- (a) Conduct site visits and inspect the Project.
- (b) Audit financial records related to the Project.
- (c) Examine and make copies of the books of accounts and other financial records of the Recipient related to the Project.
- (d) Discuss the affairs, finances and accounts of the Recipient with, and to be advised as to the same by, its officers, and independent public accountants. By this provision, the Recipient authorizes such accountants to discuss with the IEDA and the IEDA's duly authorized representatives the finances and affairs of the Recipient.

7.8 Maintenance and Retention of Records.

(a) *Maintain Accounting Records.* The Recipient is required to maintain its books, records and all other evidence pertaining to this Contract in accordance with GAAP and such other procedures specified by IEDA.

(b) *Access to Records.* Records to verify compliance with the terms of this Contract shall be available at all times, and made available to IEDA and its designees at places and times designated by IEDA, for the duration of this Contract and any extensions thereof. Recipient shall make its records available to: (i) IEDA; (ii) IEDA's internal or external auditors, agents and designees; (iii) the Auditor of the State of Iowa; (iv) the Attorney General of the State of Iowa; (v) the Iowa Division of Criminal Investigations and any other applicable law enforcement agencies.

(c) *Records Retention Period.* Recipient shall retain the records for a period of three (3) years from the Contract End Date, unless the records are the subject of an audit, investigation, or administrative or legal proceeding. In those instances, the records shall be retained until the audit, investigation or proceeding has been resolved.

7.9 Required Notices from Recipient to IEDA.

(a) *Notice of Major Changes.* Recipient shall provide IEDA with written notice within thirty (30) days of the occurrence of: (a) any event that has a material adverse effect on Recipient's ability to complete the Project in accordance with the terms of this Contract; (b) the termination of the business conducted at the Project; (c) a material modification of the nature of the business conducted at the Project; and (d) the transfer of the Project or any material interest in the Project in connection with financing or refinancing the Project.

(b) *Notice of Proceedings.* Without limiting Section 7.9(a), Recipient shall provide IEDA with written notice within ten (10) days of the occurrence of any claims, lawsuits, bankruptcy proceedings, or other proceedings brought against Recipient that have a material adverse effect on Recipient's ability to complete the Project in accordance with the terms of this Contract.

7.10 Indemnification. The Recipient shall indemnify, defend and hold harmless the IEDA; the State of Iowa; its departments, divisions, agencies, sections, commissions, officers, employees and agents from

and against all losses, liabilities, penalties, fines, damages and claims ,including taxes, and all related costs and expenses ,including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties, arising from or in connection with any of the following:

(a) Any claim, demand, action, citation or legal proceeding arising out of or resulting from the Project;

(b) Any claim, demand, action, citation or legal proceeding arising out of or resulting from a breach by the Recipient of any representation, warranty or covenant made by the Recipient in this Contract;

(c) Any claim, demand, action, citation or legal proceeding arising out of or related to occurrences that the Recipient is required to insure against as provided for in this Contract; and

(d) Any claim, demand, action, citation or legal proceeding which results from an act or omission of the Recipient or any of its agents in its or their capacity as an employer of a person.

7.11 Repayment of Unallowable Costs. Recipient shall repay any Award received or realized that is determined by IEDA, its auditors, agents or designees, the Auditor of the State of Iowa, or similar authorized governmental entity to be unallowable under the terms of this Contract.

7.12 Reserved.

ARTICLE 8: COVENANTS OF THE COMMUNITY

For the duration of this Contract, the Community covenants to IEDA as follows:

8.1 Local Match. The Community shall provide the local financial assistance for the Project as described in Exhibit C, Project Description and Award Budget.

8.2 Notice to IEDA. In the event the Community becomes aware of any material alteration in the Project, initiation of any investigation or proceeding involving the Project, any change in the Recipient's ownership, structure or operation, or any other similar occurrence, the Community shall promptly provide written notice to IEDA.

ARTICLE 9: DEFAULTS AND REMEDIES

9.1 Default by Recipient. An unremedied Event of Default may result in termination of this Contract and repayment of all or a portion of the Award Funds disbursed to Recipient and the value of the Tax Incentives actually received, plus applicable default interest and costs.

(a) *Events of Default* Any one or more of the following shall constitute an "Event of Default" under this Contract:

1. *Nonpayment.* Failure to make a payment when due of any Loan or other payment required by this Contract whether by lapse of time, acceleration or otherwise; or

2. *Noncompliance with Covenants.* Default in the observance or performance of any covenant set forth in Article 7, for more than twenty (20) business days; or

3. *Noncompliance with Security Documents.* Default in the observance or performance of any

term of any Security Document if required in Article 5 beyond any applicable grace period set forth therein; or

4. *Noncompliance with Contract.* Default in the observance or performance of any other provision of this Contract; or

5. *Material Misrepresentation.* Any representation or warranty made by the Recipient in this Contract or in any statement or certificate furnished by it pursuant to this Contract, or made in Exhibit A, Recipient's Financial Assistance Application, or in connection with any of the above, proves untrue in any material respect as of the date of the issuance or making thereof; or

6. *Security Deficiencies.* Any of the Security Documents that represent the Security pledged by Recipient to secure this Contract fails for any reason to create a valid and perfected priority security interest in favor of the IEDA; or

7. *Judgment.* Any judgment or judgments, writ or writs or warrant or warrants of attachment, or any similar process or processes entered or filed against the Recipient or against any of its property and remains unvacated, unbonded or unstayed for a period of 30 days which materially and adversely affects Recipient's ability to perform its obligations under this Contract; or

8. *Adverse Change in Financial Condition.* Any change occurs in the financial condition of the Recipient which would have a material adverse effect on the ability of the Recipient to perform under this Contract; or

9. *Bankruptcy or Similar Proceedings Initiated.* Either the Recipient shall (i) have entered involuntarily against it an order for relief under the United States Bankruptcy Code, as amended, (ii) not pay, or admit in writing its inability to pay, its debts generally as they become due, (iii) make an assignment for the benefit of creditors, (iv) apply for, seek, consent to, or acquiesce in, the appointment of a receiver, custodian, trustee, examiner, liquidator or similar official for it or any substantial part of its property, (v) commence any proceeding seeking to have entered against it an order for relief under the United States Bankruptcy Code as amended, to adjudicate it insolvent, or seeking dissolution, winding up, liquidation, reorganization, arrangement, adjustment or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors or fail to file an answer or other pleading denying the material allegations of any such proceeding filed against it, or (vi) fail to contest in good faith any appointments or proceeding described below; or

10. *Appointment of Officials.* A custodian, receiver, trustee, examiner, liquidator or similar official is appointed for either the Recipient or any substantial part of any of its respective property, or a proceeding described above is commenced against the Recipient and such appointment continues undischarged or such proceeding continues undismissed or unstayed for a period of sixty (60) days; or

11. *Insecurity.* IEDA in good faith deems itself insecure and reasonably believes, after consideration of all the facts and circumstances then existing, that the prospect of payment and satisfaction of the obligations under this Contract, or the performance of or observance of the covenants in this Contract, is or will be materially impaired; or

12. *Failure to Submit Required Reports.* The Recipient fails to submit complete reports by the required due dates as outlined in Article 7; or

13. *Layoffs, Relocation or Closure.* The Recipient or any Affiliate experiences a layoff or relocates or closes any of its facilities within the state of Iowa; or

14. *Hiring workers not authorized to work in state.* The Recipient fails to only employ only

individuals legally authorized to work in the state of Iowa. If Recipient is found to knowingly employ individuals not legally authorized to work in the state of Iowa then, in addition to any and all other applicable penalties provided by current law, all or a portion of the assistance received is subject to repayment; or

15. *Failure to Maintain Program Eligibility Requirements.* Recipient fails to maintain a statutory eligibility requirement for a program providing assistance under this Contract.

(b) *Notice of Default and Opportunity to Cure.* If IEDA has reasonable cause to believe that an Event of Default has occurred under this Contract, IEDA shall issue a written Notice of Default to the Recipient setting forth the nature of the alleged default in reasonable specificity and providing therein a reasonable period of time, which shall not be fewer than thirty (30) days from the date of the Notice of Default, during which the Recipient shall have an opportunity to cure, provided that cure is possible and feasible.

(c) *Remedies Available to IEDA.* When an Event of Default has occurred and is not cured within the required time period, IEDA may, after written notice to Recipient:

1. Terminate this Contract.
2. Suspend or reduce pending and future disbursements.
3. Declare immediately due and payable without further demand, presentment, protest or notice of any kind the principal and any accrued interest on any outstanding Promissory Notes issued pursuant to this Contract, including both principal and interest and all fees, charges and other amounts payable under this Contract.
4. Require repayment of all or a portion of Award Funds disbursed.
5. Revoke or reduce authorized Tax Incentives.
6. Require full repayment of all or a portion of the value of Tax Incentives received.

(d) *Pro Rata Repayment Permitted in Certain Circumstances.* Barring any other Event of Default, IEDA may permit pro rata repayment of the Project Completion Assistance received if the default is due solely to one of the following circumstances:

1. *Failure to Meet Job Obligations by Project Completion Date.* If the Recipient does not meet its Job Obligations as detailed in Exhibit D, Job Obligations, by the Project Completion Date, Recipient shall repay a portion of the Project Completion Assistance received. The amount to be repaid is calculated based on the number of jobs that are at or above the Qualifying Wage Threshold Requirement. Repayment of any amounts due will be at the rate of \$4,000.00 per unfilled job. This per job rate is calculated as follows: \$200,000 Forgivable Loan Award Amount divided by 50 jobs to be created.

For example, if the Recipient is short by 10 jobs the amount to be repaid is \$4,000.00 per job multiplied by 10, for a total due of \$40,000. Interest shall apply as described in paragraph 9.1(e).

Upon repayment of the amount due, IEDA will reduce the Recipient's Job Obligations. The reduced Job Obligations must be maintained through the Maintenance Period Completion Date.

2. *Job shortfall at Maintenance Period Completion Date.* If the Recipient does not maintain its adjusted Job Obligations through the Maintenance Period Completion Date, Recipient shall repay an additional portion of the Project Completion Assistance received for the number of jobs it failed to maintain. The amount to be repaid will be calculated as described in subsection 1 above.

3. *Less than Total Project Cost at Project Completion Date.* If the Recipient does not complete the Project with a Total Project Cost as stated in Exhibit C, Description of Project and Award Budget, by the Project Completion Date, Recipient shall repay a portion of the Project Completion Assistance received based on the amount of shortfall in comparison to the required Total Project Cost. For example, if the Recipient's required Total Project Cost is 10% less than pledged, 10% of the Award amount received must be repaid, plus 6% interest calculated from the date of first disbursement of Award Funds.

4. *Repayment Amount If Both Shortfall In Job Obligations and Less Than Total Project Cost.* If the Recipient experiences a shortfall in its Job Obligations and the Total Project Cost is less than required, Recipient shall repay to IEDA the greater of the amount owed for the job shortfall or the amount owed for the investment shortfall.

(e) *Default Interest Rate.* If an Event of Default occurs and remains uncured, a default interest rate of 6% shall apply to repayment of amounts due under this Contract. The default interest rate shall accrue from the first date Award Funds are disbursed or Tax Incentives are received.

(f) *Expenses.* The Recipient agrees to pay to the IEDA all expenses reasonably incurred or paid by IEDA, including reasonable attorneys' fees and court costs, in connection with any Default or Event of Default by the Recipient or in connection with the enforcement of any of the terms of this Contract.

9.2 Default by Community. An unremedied Event of Default may result in termination of this Contract and repayment by Community of all or a portion of the pledged local match, plus applicable default interest and costs.

(a) *Events of Default.* Any one or more of the following shall constitute an "Event of Default by Community" under this Contract:

1. *Noncompliance with Covenants.* Default in the observance or performance of any covenants of the Community set forth in Article 8, for more than five (5) business days; or

2. *Material Misrepresentation.* Any representation or warranty made by the Community in this Contract or in any statement or certificate furnished by it pursuant to this Contract, or made by Community in Exhibit A, Recipient's Financial Assistance Application, or in connection with any of the above, proves untrue in any material respect as of the date of the issuance or making thereof.

(b) *Notice of Default and Opportunity to Cure.* If IEDA has reasonable cause to believe that an Event of Default has occurred under this Contract, IEDA shall issue a written Notice of Default to the Community setting forth the nature of the alleged default in reasonable specificity and providing therein a reasonable period of time, which shall not be fewer than thirty (30) days from the date of the Notice of Default, during which the Community shall have an opportunity to cure, provided that cure is possible and feasible.

(c) *Remedies Available to IEDA.* When an Event of Default by Community has occurred and is not cured within the required time period, IEDA may, after written notice to Community:

1. Suspend or reduce pending and future disbursements to Community.

2. Require payment by Community of the amount of local financial assistance pledged to the Project but not provided.

(d) *Expenses.* The Community agrees to pay to the IEDA all expenses reasonably incurred or paid by

IEDA including reasonable attorneys' fees and court costs, in connection with any Default or Event of Default by the Community or in connection with the enforcement of any of the terms of this Contract.

ARTICLE 10: MISCELLANEOUS.

10.1 Choice of Law and Forum; Governing Law.

(a) In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Contract, the proceeding shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa, if such court has jurisdiction. If, such court lacks jurisdiction and jurisdiction lies only in a United States District Court, the matter shall be commenced in the United States District Court for the Southern District of Iowa, Central Division.

(b) This provision shall not be construed as waiving any immunity to suit or liability, in state or federal court, which may be available to the IEDA, the State of Iowa or its members, officers, employees or agents.

(c) This Contract and the rights and duties of the parties hereto shall be governed by, and construed in accordance with, the internal laws of the State of Iowa without regard to principles of conflicts of laws.

10.2 Contract Amendments. Neither this Contract nor any documents incorporated by reference in connection with this Contract, may be changed, waived, discharged or terminated orally, except as provided below:

(a) *Writing required.* The Contract may only be amended if done so in writing and signed by all the parties. Examples of situations requiring an amendment include, but are not limited to, time extensions, budget revisions, and significant alterations of existing activities or beneficiaries.

(b) *IEDA review.* Requests to amend this Contract shall be processed by IEDA in compliance with the IEDA's rules and procedures applicable to contract amendments.

10.3 Notices. Except as otherwise specified herein, all notices hereunder shall be in writing, including, without limitation by fax, and shall be given to the relevant party at its address, e-mail address, or fax number set forth below, or such other address, e-mail address, or fax number as such party may hereafter specify by notice to the other parties provided by United States mail, by fax or by other telecommunication device capable of creating a written record of such notice and its receipt. Notices hereunder shall be addressed:

To the Recipient at:

INTL FCStone Inc.
David Smoldt
2829 Westown Parkway, Suite 100
West Des Moines, IA 50266

E-mail: dave.smoldt@intlfcstone.com
Telephone: 515.223.3762
Facsimile: 515.864.0294

To the IEDA at:

Iowa Economic Development Authority
Compliance

200 East Grand Avenue
Des Moines, Iowa 50309
Attention: Business Development - Compliance

E-mail: Compliance@iowa.gov
Telephone: 515.725.3000
Facsimile: 515.725.3010

To the Community at:

City of West Des Moines
Clyde Evans
4200 Mills Civic Parkway, Suite 2E
West Des Moines, IA 50265

E-mail: clyde.evans@wdm.iowa.gov
Telephone: 515.273.0770

Each such notice, request or other communication shall be effective (i) if given by facsimile, when such facsimile is transmitted to the facsimile number specified in this Article and a confirmation of such facsimile has been received by the sender, (ii) if given by e-mail, when such e-mail is transmitted to the e-mail address specified in this Article and a confirmation of such e-mail has been received by the sender, (iii) if given by mail, five (5) days after such communication is deposited in the mail, certified or registered with return receipt requested, addressed as aforesaid or (iv) if given by any other means, when delivered at the addresses specified in this Article.

10.4 Headings. Article headings used in this Contract are for convenience of reference only and are not a part of this Contract for any other purpose.

10.5 Final Authority. The IEDA shall have the authority to reasonably assess whether the Recipient has complied with the terms of this Contract. Any IEDA determinations with respect to compliance with the provisions of this Contract shall be deemed final determinations pursuant to Iowa Code Chapter 17A, Iowa Administrative Procedure Act.

10.6 Waivers. No waiver by IEDA of any default hereunder shall operate as a waiver of any other default or of the same default on any future occasion. No delay on the part of the IEDA in exercising any right or remedy hereunder shall operate as a waiver thereof. No single or partial exercise of any right or remedy by IEDA shall preclude future exercise thereof or the exercise of any other right or remedy.

10.7 Counterparts. This Contract may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

10.8 Survival of Representations. All representations and warranties made herein or in any other Contract document or in certificates given pursuant hereto or thereto shall survive the execution and delivery of this Contract and the other Contract documents and shall continue in full force and effect with respect to the date as of which they were made until all of Recipient's obligations or liabilities under this Contract have been satisfied.

10.9 Severability of Provisions. Any provision of this Contract which is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction. All rights, remedies and powers provided in this Contract or any other Contract document may be exercised only to the extent that the exercise thereof does not violate any applicable

mandatory provisions of law, and all the provisions of this Contract and any other Contract document are intended to be subject to all applicable mandatory provisions of law which may be controlling and to be limited to the extent necessary so that they will not render this Contract or any other Contract document invalid or unenforceable.

10.10 Successors and Assigns. This Contract shall be binding upon the Recipient and IEDA and their respective successors and assigns, and shall inure to the benefit of the IEDA and Recipient and their successors and assigns.

10.11 Nonassignment. This Contract shall not be assigned, in whole or in part, by Recipient unless approved in writing by IEDA.

10.12 Termination. This Contract can be terminated under any of the following circumstances:

(a) *Agreement of the Parties.* Upon written agreement of the Recipient, the Community and IEDA.

(b) *Unremedied Event of Default.* As a result of the Recipient's or Community's unremedied Event of Default pursuant to Article 9.

(c) *Termination or reduction in funding to IEDA.* As a result of the termination or reduction of funding to IEDA as provided in Article 4.4(c).

10.13 Documents Incorporated by Reference. The following documents are incorporated by reference and considered an integral part of this Contract:

1. Exhibit A - Recipient's Financial Assistance Application (on file with IEDA), Application # 16-HQJDF-027
2. Exhibit B-2 High-Quality Jobs Program – Project Completion Assistance Component Special Conditions
3. Exhibit C - Description of the Project and Award Budget
4. Exhibit D - Job Obligations
5. Exhibit E- Reserved
6. Exhibit F - Reserved

10.14 Order of Priority. In the case of any inconsistency or conflict between the specific provisions of this document and the exhibits, the following order of priority shall control:

1. Article 1 - 10 of this Contract.
2. Exhibit A - Recipient's Financial Assistance Application (on file with IEDA), Application # 16-HQJDF-027
3. Exhibit B-2 High-Quality Jobs Program – Project Completion Assistance Component Special Conditions
4. Exhibit C - Description of the Project and Award Budget
5. Exhibit D - Job Obligations
6. Exhibit E - Reserved
7. Exhibit F - Reserved

10.15 Integration. This Contract contains the entire understanding between the Parties relating to the Project and any representations that may have been made before or after signing this Contract, which are not contained herein, are nonbinding, void and of no effect. None of the Parties has relied on any such prior representation in entering into this Contract.

IN WITNESS WHEREOF in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into this Contract and have caused their duly authorized representatives to execute this Contract, effective as of the latest date stated below (Contract Effective Date).

FOR IEDA:

BY:

Deborah V. Durham, Director

Date

FOR RECIPIENT:

BY:

David A. Botte

Signature
David A. Botte, Secretary

Typed Name and Title

02/05/16

Date

FOR THE COMMUNITY:

BY:

Signature

Typed Name and Title

Date

LIST OF EXHIBITS

- Exhibit A - Recipient's Financial Assistance Application (on file with IEDA), Application # 16-HQJDF-027
- Exhibit B-2 High Quality Jobs Program – Project Completion Assistance Component Special Conditions
- Exhibit C - Description of the Project and Award Budget
- Exhibit D - Job Obligations
- Exhibit E - Reserved
- Exhibit F - Reserved

High Quality Jobs Program – Project Completion Assistance Component

Special Conditions to Contract # 16-DF-028

The following additional terms shall apply to the Contract:

SECTION 1: ADDITIONAL DEFINITIONS.

The following additional terms are defined in this Contract as follows:

“Economically Distressed Area” means a county that ranks among the bottom 33 of all Iowa counties, as measured by either the average monthly unemployment level for the most recent 12-month period or the average annualized unemployment level for the most recent five-year period.

SECTION 2 : TERMS OF THE AWARD.

2.1 Description of Award. \$200,000 of the Award shall be from the High Quality Jobs Program - Project Completion Assistance Component.

2.2 Form of Assistance. The Award, or portion thereof, made through the High Quality Jobs Program - Project Completion Assistance Component shall be in the following form(s):

(a) *Reserved.*

(b) *Forgivable Loan.* The Forgivable Loan shall be awarded to Recipient on the following terms and conditions:

1. Amount: \$ 200,000.

2. Interest Rate: 0 %; Interest accrues from the date of first disbursement of funds.

3. Term: 60 months.

4. *Promissory Note.* The obligation to repay the Forgivable Loan shall be evidenced by a Promissory Note executed by the Recipient.

5. *Terms of Forgiveness.* This Forgivable Loan will be forgiven if the Recipient:

(i) Completes the Project Performance Obligations in Article 7 of the Contract by the Project Completion Date, and

(ii) Maintains the Project Performance Obligations in Article 7 through the Maintenance Period Completion Date, and

(iii) Satisfies all other terms and of this Contract, and

(iv) Is not in default under this Contract.

6. *Prepayment.* The outstanding principal and accrued interest of this Forgivable Loan, or any part thereof that is not forgiven, may be prepaid in part or in full at any time without penalty.

7. *Acceleration upon Default.* If there is a failure to pay any installment of principal and interest when due, or only a portion is paid, or in the event of any other Event of Default under this Contract, the IEDA may declare the entire unpaid principal and all accrued interest immediately due and payable.

(c) *Reserved.*

2.3 Additional Special Terms and Conditions. The Recipient shall comply with the additional terms and conditions as a requirement of the Award, or portion thereof, described in this Exhibit:

- Award funds to be disbursed after Maintenance Period Completion Date and satisfactory close-out.

SECTION 3: ADDITIONAL COVENANTS

In addition to the Covenants described in Article 7 of the Contract, the Recipient shall be bound to the additional covenants:

3.1 Job Obligations. By the Project Completion Date, the Recipient shall create and/or retain the number of FTE Created Jobs and Retained Jobs included in, for Retained Jobs, and above, for Created Jobs, the Recipient's Base Employment Level, as detailed in Exhibit D – Job Obligations, and maintain the jobs through the Maintenance Period.

3.2 Wage Obligations. The Qualifying Wage Threshold rates specific to this Contract that must be met are stated in Exhibit D, Job Obligations. By the Project Completion Date and through the Maintenance Completion Period Date, the Recipient shall:

(a) For projects in *Economically Distressed Areas* the Qualifying Wage Threshold requirement applicable to all phases of the project is 100% of the Qualifying Wage Threshold.

(b) For all other projects:

1. For the *Created Jobs*, pay 100% of the Qualifying Wage Threshold at the start of the Project Completion Period, at least 120% of the Qualifying Wage Threshold by the Project Completion Date, and at least 120% of the Qualifying Wage Threshold until the Maintenance Period Completion Date.

2. For the *Retained Jobs*, pay at least 120% of the Qualifying Wage Threshold throughout both the Project Completion Period and the Maintenance Period.

3.3 Provide Sufficient Benefits. The Recipient shall provide Sufficient Benefits to all employees included as part of the job and wage obligations.

- End of Exhibit B – 3 -

**DESCRIPTION OF THE PROJECT AND AWARD BUDGET
(EXHIBIT C)**

Name of Recipient: INTL FCStone Inc.
Name of Community: City of West Des Moines
Contract Number: 16-DF-028

PROJECT DESCRIPTION

INTL FCStone Inc. will construct 25,000 s.f building, part of a larger building that will be between 50,000 to 75,000 s.f.

AWARD BUDGET

SOURCE OF FUNDS	AMOUNT	FORM	USE OF FUNDS	COST
IEDA Programs			*Land Acquisition	
HQJP Financial Assistance	\$200,000	Forgivable Loan	*Site Preparation	
			*Building Acquisition	
Business	\$2,800,000	Intern Financing	*Building Construction	
			*Building Remodeling	\$1,000,000
			Capital Lease costs	\$1,500,000
			*Mfg Machinery and Equipment	
			Other Machinery and Equipment	
			Racking, Shelving, etc.	
			*Computer Hardware	\$100,000
			Computer Software	\$100,000
			*Furniture and Fixtures	\$300,000
			Working Capital	
			Research and Development	
			Job Training	
			*included as capital investment if awarded tax credit program	
Total	\$3,000,000		Total	\$3,000,000

OTHER FUNDING

SOURCE OF FUNDS	TOTAL AMOUNT	FORM/TERM	USED AS MATCH
TIF Rebate	\$141,016	5 year	YES
Tax Abatement			
260E Job Training			
In-Kind Contributions			
RISE			
RED			
Other			

EXHIBIT D – JOB OBLIGATIONS

Recipient: INTL FCStone Inc.
Community: City of West Des Moines
Contract Number: 16-DF-028

This Project has been awarded Project Completion Assistance and Tax Incentives from the High Quality Jobs Program (HQJP) – Financial Assistance Component. The chart below outline the contractual job obligations related to this Project.

Data in the “Employment Base” column has been verified by IEDA and reflects the employment characteristics of the facility receiving funding before this award was made. Jobs to be retained as a part of this Project must be included in these calculations.

Data in the “Jobs To Be Created” column outlines the new full-time jobs (including their wage characteristics) that must be added to the employment base and, if applicable, statewide employment base as a result of this award.

At the Project Completion Date and through the Maintenance Period Completion Date, the Recipient must achieve, at a minimum, the numbers found in the “Total Job Obligations” column.

HQJP JOB OBLIGATIONS		Employment Base	Jobs To Be Created	Total Job Obligations
Project Completion Date:	December 31, 2018			
Maintenance Period Completion Date:	December 31, 2020			
Total employment at project location		115	50	165
Average wage of total employment at project location		\$37.46		
Qualifying Laborshed Wage threshold requirement (per hr)		\$26.72 (120%)		
Number of jobs at or above qualifying wage		93	50	143
Average Wage of jobs at or above qualifying wage		\$41.46		

Notes re: Job Obligations

- When determining the number of jobs at or above the qualifying wage, wages will include only the regular hourly rate that serves as the base level of compensation. The wage will not include nonregular forms of compensation such as bonuses, unusual overtime pay, commissions, stock options, pension, retirement or death benefits, unemployment benefits or other insurance, or other fringe benefits.
- Employment Base includes 0 “Retained Jobs”.

If the Recipient uses or proposes to use a non-standard work week (8 hours a day, 5 days a week, 52 weeks a year including holidays, vacation and other paid leave), check the box below and describe that alternative schedule. The alternative schedule must meet the requirements of 261 IAC 173.2.) If the box is not checked or if no alternative schedule is provided, IEDA will consider “Full-time Equivalent (FTE) Job” to mean the employment of one person for 8 hours per day for a 5-day, 40-hour workweek for 52 weeks per year, including paid holidays, vacations and other paid leave.

The Recipient shall use an alternative work week for purposes of its employees described in the Contract. The alternative work week is as follows: [description].

Sufficient Benefits Deductible Requirements

Recipient shall provide Sufficient Benefits with a maximum deductible of \$1,250 for single coverage or \$2,500 for family coverage.

Prepared by: N Hamlett, City of West Des Moines Community & Economic Devt, PO Box 65320, WDM, IA 50265-0320, 515-222-3620
When Recorded, Return to: City Clerk, City of West Des Moines, 4200 Mills Civic Parkway, PO Box 65320, West Des Moines, IA 50265-0320

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA, AUTHORIZING THE MAYOR PRO TEM TO SIGN THE ECONOMIC DEVELOPMENT ASSISTANCE CONTRACT WITH INTL FC STONE AND THE IOWA ECONOMIC DEVELOPMENT AUTHORITY (IEDA) FOR ASSISTANCE UNDER THE HIGH QUALITY JOBS PROGRAM (HQJP)

WHEREAS, INTL FC Stone, a software company proposes to create 50 new jobs over the next 3 years;

WHEREAS, the City Council of the City of West Des Moines on December 14, 2015, directed staff to file a formal application with the IEDA for financial assistance in support of INTL FC Stone within West Des Moines, Iowa.

WHEREAS, the City is prepared to offer \$141,016 in tax rebate to meet the local match requirement for IEDA's High Quality Jobs Program;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA THAT the Mayor Pro Tem is authorized to sign the IEDA Economic Development Assistance Contract on behalf of the City.

PASSED AND ADOPTED this 7th day of March, 2016.

Jim Sandager, Mayor Pro Tem

ATTEST:

Ryan T. Jacobson
City Clerk

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

DATE: March 7, 2016

ITEM: Resolution - Approval and Acceptance of Purchase Agreements, Deeds and Easements for the South 60th Improvement Projects, Project Number 0510-021-2014

FINANCIAL IMPACT: \$125,604.80 (previously budgeted)

BACKGROUND: Property interests necessary for the South 60th Street Improvements Project have been acquired through negotiated Purchase Agreements at the appraised fair market value from the owners shown on Exhibit "A." The attached resolution approves the Purchase Agreements and, for policy and title purposes, formally accepts the deeds and easements and authorizes the filing of all relevant documents.


OUTSTANDING ISSUES (if any): None

RECOMMENDATION:

Adopt Resolution approving and accepting the Purchase Agreements, Deeds and Easements for the South 60th Street Improvements Project.

Lead Staff Member: Duane Wittstock, Engineer

STAFF REVIEWS

Department Director	Richard J. Scieszinski, City Attorney	
Appropriations/Finance	<i>WJ</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	Yes	No	Split
Recommendation				

RESOLUTION NO. _____

**AUTHORIZING APPROVAL AND ACCEPTANCE OF PURCHASE AGREEMENTS, DEEDS
AND EASEMENTS FOR THE CONSTRUCTION OF THE SOUTH 60th STREET
IMPROVEMENTS PROJECT, PROJECT NUMBER 0510-021-2014**

WHEREAS, on January 12, 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 purchase agreements for the acquisition of property and easements necessary for the Project; and

WHEREAS, documents conveying property interests for easements necessary to complete the project; and

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

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

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

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

PASSED AND ADOPTED this 7th day of March, 2016.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson
City Clerk

Exhibit "A"

SOUTH 60TH STREET IMPROVEMENTS,
WDM PROJECT NO. 0510-021-2014

<u>PARCEL #</u>	<u>PROPERTY OWNER</u>	<u>ACQUIRED PRICE-FMV</u>	
3	W&G McKinney Farms S 60th Street and Grand	\$3,000.00	
6	Gary and Ronda Hemann 1650 S Sky Ridge Drive	\$7,718.80	*includes additional \$150 abstract continuation fee
13	Dennis and Vicki Swallow 1505 S 60th Street	\$35,800.00	*includes additional \$9,735 for landscaping and driveway plus \$865 for administrative settlement
14	Mark and Janet Johnson 1501 S 60th Street	\$26,600.00	
16	Mark and Jane Tham 1345 S 60th Street	\$23,570.00	*includes additional \$150 abstract continuation fee
18	Rizwan and Zafar Shah 1500 S 60th Street	\$28,916.00	*compensation increased from \$1 to \$1.15/sf (additional \$2,416 for fee and \$300 for temporary), based upon value from adjacent property
	TOTAL	\$125,604.80	

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

DATE: March 7, 2016

ITEM: Resolution - Approval and Acceptance of Purchase Agreements and property interests for the South 88th Street Improvements Project, Project Number 0510-020-2014

FINANCIAL IMPACT: \$5,700.00 (previously budgeted)

BACKGROUND: Property interests necessary for the South 88th Street Improvements Project have been acquired through negotiated Purchase Agreements at the appraised fair market value from the owners shown on Exhibit "A." The attached resolution approves the Purchase Agreements and, for policy and title purposes, formally accepts the deeds and easements and authorizes the filing of all relevant documents.

OUTSTANDING ISSUES (if any): None

RECOMMENDATION:

Adopt Resolution approving and accepting the Purchase Agreements, Deeds and Easements.

Lead Staff Member: Duane Wittstock, Engineer

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Works		
Date Reviewed			
Recommendation	Yes	No	Split

RESOLUTION NO. _____

**AUTHORIZING APPROVAL AND ACCEPTANCE OF PURCHASE AGREEMENTS AND
PROPERTY INTERESTS FOR THE CONSTRUCTION OF THE SOUTH 88th STREET
IMPROVEMENTS, PROJECT NUMBER 0510-020-2014**

WHEREAS, on January 26, 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 purchase agreements for the acquisition of property and easements necessary for the Project; and

WHEREAS, documents conveying property interests for easements necessary to complete the project; and

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

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

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

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

PASSED AND ADOPTED this 7th day of March, 2016.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson
City Clerk

Exhibit "A"

**SOUTH 88TH STREET IMPROVEMENTS,
WDM PROJECT NO. 0510-020-2014**

<u>PARCEL #</u>	<u>PROPERTY OWNER</u>	<u>ACQUIRED PRICE-FMV</u>
10	Madison Lee Properties S 88th and Booneville	\$3,410.00
12	Sandahl Trust S 88th and Booneville	\$2,290.00
	TOTAL	\$5,700.00

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

ITEM: FY 2016-17 FY Hotel/Motel Tax Allocations

DATE: March 7, 2016

FINANCIAL IMPACT: The projected FY 2016-17 revenues are \$3,700,000 and allocated expenditures are \$3,684,429, so fund balance is expected to rise from \$336,057 to \$351,628 by June 30, 2017.

BACKGROUND: Although a significant portion of the City's annual Hotel/Motel Tax revenue has been previously committed through established policy or previous Council action, the Council is also able to use discretion when allocating the remainder. For the upcoming fiscal year, staff received applications from nine non-profit organizations requesting discretionary funding.

Organization made presentations and answered questions regarding the funding requests to members of the Finance and Administration Sub-Committee at meetings on January 13, 2016, January 20, 2016 and January 27, 2016. Members of the Finance and Administration Sub-Committee reviewed the applications and notes from the presentations at a meeting on February 17, 2016 and are recommending allocations in accordance with the attached schedule. Highlights include the following:

- The West Des Moines Public Arts program will receive funding of \$120,000, the "maximum" calculated contribution based on Council directive from January 2011.
- Central Iowa Shelters & Services will receive \$12,000 for the fourth annual contribution toward a five year \$60,000 commitment made by Council in 2013.
- \$50,000 will be directed towards the next phase of Holiday Park Baseball Complex improvements.
- The WDM Business Incubator will receive \$10,000 along with an understanding that the group must demonstrate matching funds prior to receiving funds.
- The WDM Historical Society will receive up to \$65,000 for infrastructure improvements which represents an increase of \$30,000 from the previous year. Of overall total, \$15,000 was committed by previous Council action in December 2013, then \$15,000 is allocated directly, and the final \$25,000 is only awarded contingent on the group demonstrating the receipt of matching funds.
- The Historic Valley Junction Foundation will receive \$95,000 which represents an increase of \$20,000 from the previous year. The additional \$20,000 has been earmarked for anniversary events.
- The West Des Moines Chamber of Commerce & Development Connection will receive a total of \$117,500, which represents an increase of \$40,000 from the previous year. The increase is needed to assist the Chamber in its move from City Hall.

- All other discretionary programs will be funded at the same level as FY15-16.

OUTSTANDING ISSUES: None

RECOMMENDATION: Motion approving the Finance and Administration Committee recommendations regarding FY16-17 allocation of Hotel/Motel tax revenues.

Lead Staff Member: Chris Hamlett, Budget Analyst *CB*

STAFF REVIEWS

Department Director	Tim Stiles, Finance Director <i>TS</i>
Appropriations/Finance	
Legal	
Agenda Acceptance	<i>RTG</i>

PUBLICATION(S) (if applicable)

Published In	n/a
Dates(s) Published	n/a

SUBCOMMITTEE REVIEW (if applicable)

Committee	Finance & Administration		
Dates Reviewed	January 13, 2016 January 20, 2016 January 27, 2016 February 17, 2016		
Recommendation	<input checked="" type="radio"/> Yes	<input type="radio"/> No	<input type="radio"/> Split

Hotel Motel Tax

Activity/Organization	2011-12 Actual	2012-13 Actual	2013-14 Actual	2014-15 Actual	2015-16 Budget	2016-17 Suggested	% of Expenses
Hotel/Motel Tax Revenue	\$ 3,071,320	\$ 3,287,208	\$ 3,457,345	\$ 3,669,278	\$ 3,650,000	\$ 3,700,000	
Contractual Agreements							
Convention/Visitors Bureau	849,837	911,149	997,887	1,028,579	1,042,857	1,057,143	28.69%
BRAVO	784,837	846,149	932,887	963,579	977,857	992,143	26.93%
Civic Center of Greater Des Moines	16,500	16,500	16,500	16,500	16,500	16,500	0.45%
Iowa Events Center (ends FY 18/19)	65,000	65,000	65,000	65,000	65,000	65,000	1.76%
Contractual Agreements Sub-Total	\$ 1,716,174	\$ 1,838,798	\$ 2,012,274	\$ 2,073,658	\$ 2,102,214	\$ 2,130,786	57.83%
City Uses							
City Entrance Signs	-	-	10,907	18,726	15,000	15,000	0.41%
City Newsletter/WDM Magazine	86,100	86,100	86,100	86,100	100,000	120,000	3.26%
Economic Development Emphasis	50,000	50,000	50,000	50,000	50,000	50,000	1.36%
Holiday Park Baseball Improvements	-	-	-	-	50,000	50,000	1.36%
July 4th Celebration	15,000	15,500	16,000	16,500	17,000	17,000	0.46%
Public Art	-	147,435	120,000	160,000	220,000	120,000	3.26%
Publicity/Advertising	10,534	15,458	6,835	60	10,000	10,000	0.27%
Solheim Cup	-	-	-	-	30,000	11,000	0.30%
Valley Junction Area Operations/Repairs	12,718	4,626	43,763	1,516	25,000	25,000	0.68%
Vyvacity (BBE Partners)	-	-	-	-	15,000	15,000	0.41%
Youth In-Parks	26,483	30,060	14,245	21,025	25,000	25,000	0.68%
City Programs (Miscellaneous)	874,835	939,202	987,812	1,025,765	637,000	719,143	19.52%
Total City Uses	\$ 1,075,670	\$ 1,288,381	\$ 1,335,662	\$ 1,379,692	\$ 1,194,000	\$ 1,177,143	31.95%
West Des Moines Based Organizations							
Eddie Davis Community Center	15,000	15,000	15,000	15,000	15,000	15,000	0.41%
Historic Valley Junction Foundation	59,779	60,000	75,000	75,000	75,000	95,000	2.58%
Holiday Park Baseball Club Inc.	20,000	136,950	-	-	-	-	
Iowa STEAM Innovation Zone	-	-	-	10,000	10,000	-	
Mainstream Living	-	-	-	6,190	-	-	
Tiger Softball Club	2,000	2,000	2,000	2,000	2,000	2,000	0.05%
WDM Business Incubator	-	10,000	-	10,000	10,000	10,000	0.27%
WDM Chamber of Commerce/Development Connection	55,000	55,000	65,000	77,500	77,500	117,500	3.19%
WDM Community Celebration	15,000	15,000	-	-	-	-	
WDM Community Enrichment Foundation (approved 9/7/10)	-	-	10,000	10,000	10,000	10,000	0.27%
WDM Girls Softball (resumes in FY 17-18)	20,000	80,000	20,000	-	-	-	
WDM Historical Society	11,700	11,700	15,000	5,000	25,000	50,000	1.36%
WDM Historical Society (\$15,000 for 4 yrs, thru FY 17/18)	-	-	-	15,000	15,000	15,000	0.41%
WDM Soccer Club	-	-	-	-	-	30,000	0.81%
West Des Moines Sub-Total	\$ 198,479	\$ 385,650	\$ 202,000	\$ 225,690	\$ 239,500	\$ 344,500	9.35%
Metro Based Organizations							
Central Iowa Shelters & Services (\$12,000 for 5 yrs thru FY 17/18)	-	-	12,000	12,000	12,000	12,000	0.33%
Iowa Homeless Youth Center	725	725	-	725	1,000	-	
Iowa Senior Olympics	7,850	7,850	-	-	10,000	10,000	0.27%
Junior Achievement	-	-	-	10,000	10,000	10,000	0.27%
Polk County Conservation	-	-	-	15,000	-	-	
Principal Charity Classic (ends FY 12-13)	40,000	40,000	-	-	-	-	
Raccoon River Valley Trail (ends FY 12-13)	20,000	20,000	-	-	-	-	
Metro Base Sub-Total	\$ 68,575	\$ 68,575	\$ 12,000	\$ 37,725	\$ 33,000	\$ 32,000	0.87%
Total Expenses	\$ 3,058,898	\$ 3,581,404	\$ 3,561,936	\$ 3,716,765	\$ 3,568,714	\$ 3,684,429	100%
Increase/(Decrease) In Fund Balance	\$ 12,422	\$ (294,196)	\$ (104,591)	\$ (47,487)	\$ 81,286	\$ 15,571	
Beginning Fund Balance	\$ 1,281,160	\$ 1,293,582	\$ 999,386	\$ 894,795	\$ 254,771	\$ 336,057	
Ending Fund Balance	\$ 1,293,582	\$ 999,386	\$ 894,795	\$ 847,308	\$ 336,057	\$ 351,628	
Accounts Payable (Sept Payments for 6/30 Receipts)				\$ (592,537)			
Adjusted Ending Fund Balance				\$ 254,771			

**City of West Des Moines
F&A Recommendation
Hotel Motel Tax Fund FY 16-17**

Hotel Motel Tax Revenue Budgeted **3,700,000**

<u>Contractual Agreements</u>	
Convention Visitors Bureau (2/7th)	1,057,143
Iowa Events Center (ends FY 18/19)	65,000
Bravo (2/7th less IA Events Center)	992,143
Civic Center of Greater Des Moines (ends FY 17/18)	16,500
Total Committed by Agreement	2,130,786

<u>Approved by Council</u>	
WDM Community Enrichment Foundation (approved 9/7/10)	10,000
Public Arts (3/7 of excess of \$2,550,000 : \$50,000 min \$120,000 max)	120,000
Central Iowa Shelter (\$12,000 annually for 5 yrs, thru FY 17-18)	12,000
WDM Historical Society (\$15,000 annually for 4 yrs, thru FY 17-18)	15,000
Total Committed by Previous Council Resolution	157,000

<u>City Programs (2/7ths)</u>	
Solheim Cup	11,000
Vyvacity (BBE Partners)	15,000
Economic Development Emphasis (Fund 1706)	50,000
City Newsletter -WDM Magazine	120,000
City Entrance Sign	15,000
July 4th Celebration	17,000
Publicity/Advertising	10,000
Valley Junction Operations	25,000
Youth In Parks Programming	25,000
Holiday Park Baseball Improvements	50,000
Miscellaneous Programs (TBD)	719,143
Total Planned City Uses	1,057,143

FY 16-17 Outside Requests

	Requested by		
	Organization	F&A Recommendation	
Eddie Davis Community Center	20,000	15,000	
Historic Valley Junction Foundation	95,000	95,000	<< \$20,000 earmarked for anniversary events
Iowa Senior Games	10,000	10,000	
Junior Achievement	11,000	10,000	
Tiger Softball Club	2,000	2,000	
WDM Business Incubator	20,000	10,000	<< requires match
WDM Chamber of Commerce & Dev. Connection	117,500	117,500	
WDM Historical Society	50,000	50,000	<< \$25,000 of award subject to matching funds
WDM Girls Softball (advanced FY 14-15, 15-16, 16-17)	NA	NA	
WDM Soccer Club	30,000	30,000	
Total Outside Funding Awarded	355,500	339,500	

Increase (Decrease) Fund Balance **15,571**


Beginning Fund Balance **326,265**

Ending Fund Balance **341,836**

**CITY OF WEST DES MOINES
MEMORANDUM**

TO: Mayor Gaer and Members of the City Council

FROM: Linda Schemmel, AIA, Development Coordinator

DATE: March 7, 2016 

RE: Item 6a – Ordinance Amendment – Amend Title 4 (Health and Safety Regulations) and Title 9 (Zoning) to establish regulations pertaining to solar energy systems

On February 29, 2016, the Plan and Zoning Commission deferred action on the City initiated Ordinance Amendment to establish regulations pertaining to solar energy systems to allow for further review and discussion of the ordinance and the input received at the public hearing. The Plan and Zoning Commission will resume their discussion of this matter on March 14, 2016. To allow sufficient time to form a recommendation and incorporate any changes to the ordinance document based on those discussions, Staff recommends that the City Council continue the public hearing to their April 18, 2016 meeting.

Recommendation: Continuation of Item 6a to the April 18, 2016 City Council meeting.

cc. Tom Hadden, City Manager
Richard Scieszinski, City Attorney
Lynne Twedt, Director of Development Services

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

Date: March 7, 2016

ITEM: Self-Storage - Amend Title 9 (Zoning), Chapter 2 (Zoning Rules and Definitions), Chapter 6 (Commercial, Office, and Industrial Zoning District), Chapter 10 (Performance Standards), Chapter 15 (Off-Street Parking and Loading) to establish standards and regulations related to indoor self-storage and modify standards and regulations for self-storage mini-warehousing – City Initiated - AO-002949-2015 (continued from February 8, 2016)

ORDINANCE: Approval of First Reading of the Ordinance

FINANCIAL IMPACT: Undetermined.

BACKGROUND: Staff requests an amendment to Title 9, Zoning, to amend Chapter 2, Definitions to redefine self-storage facilities, to amend Chapter 6, Commercial, Office, and Industrial Zoning use matrix to modify approvals for interior access and exterior access self-storage facilities, to amend Chapter 10, Performance Standards to set development standards for exterior unit access and interior unit access self-storage facilities, and to amend Chapter 15, Off-Street Parking and Loading, to modify parking standards for interior access and exterior access self-storage facilities. This item was deferred from the City Council's February 8, 2016.

Plan and Zoning Commission Action:

Vote: 6-0 Denial, Commissioner Erickson absent

Date: February 16, 2016

Motion: Approved a resolution recommending the City Council deny the first reading of the amendment to Title 9, Zoning

At the Plan & Zoning Commission meeting of February 1, 2016, the Commissioners discussed issues related to the office park tenant expectations of adjacent tenant spaces to be office-related, the lack of demand for indoor self-storage, and the potential negative impact on valuation of areas where indoor self-storage was located in office and professional commerce park districts. The Commission did not approve the resolution to recommend to the City Council approval of the ordinance amendment. At their February 16, 2016, meeting the Commission adopted a resolution to recommend to the City Council that it deny the ordinance amendment.

In reference to the letter of request from a property owner to allow indoor self-storage in an office district, on property located north of Mills Civic Parkway and east of South Prairie View Drive, the Commission felt that if that location was deemed acceptable, that the planned unit development (PUD) ordinance may be amended to include the use for that location, but to allow indoor self-storage in all office and professional commerce park districts was not supported among the Commissioners.

OUTSTANDING ISSUES: The Plan & Zoning Commission generally feels that specific request to allow indoor self-storage in an office district, such as the written request that the City has received, is better accommodated in the Planned Unit Development (PUD) ordinance for the area. Staff has read the PUD provisions in the city code, Title 9, Zoning, Chapter 9, Planned Unit Development, and feels that the PUD provisions do not support the establishment of or changes to a PUD solely to circumvent zoning provisions. Staff feels that if a specific land use is acceptable in one district, regardless of location, the use should be acceptable city-wide, which then calls for a code amendment, rather than to establish a PUD or to amend an existing PUD.

As noted in Exhibit I, staff feels that the proposed ordinance is written to address the Commissioners' concerns in the performance standards related to conversion of existing space into storage by requiring that the building be in conformance with building regulations and fire code regulation for the storage use.

In addition to addressing the Commission's concerns, the proposed ordinance includes several performance standards for self-storage that are not in the city code today. There are no performance standards in today's code to address fencing, screening, aesthetics, and most especially prohibiting uses such as workshops, manufacturing, repair, retail sales, keeping of animals, and uses not compatible with storage.

The proposed ordinance also includes provisions for indoor self-storage which is not addressed at all in the city code. Indoor self-storage is defined to be that type of storage where all of the storage units are accessed by interior hallways, not from the outside. These types of buildings should emulate the adjacent buildings in style, typically have a store/office front for business activities, and may be more than one story. The proposed ordinance acknowledges this type of self-storage and sets performance standards and parking standards, which is not included in the current city code. Indoor self-storage is different from other indoor storage in that only the tenant has access to the property inside the unit rather than the owner having access to the warehouse as a whole.

While the Commission focused on the use of indoor-self storage in the office and professional commerce park districts, the ordinance provides much more guidance on the construction and operation of both the single story self-storage with exterior access and the indoor self-storage that staff feels is needed regardless whether indoor self-storage in the office and professional park zoning districts is allowed.

The following items of interest are noted in the attached Plan and Zoning Commission report (see Exhibit I):

- Applicant's Request
- History
- City Council Subcommittee - *Development & Planning: November 5, 2015, December 17, 2015, and January 25, 2016*
- Staff Review and Comment
 - *Plan and Zoning Concerns*
 - *Adherence to Building and Fire Code Regulations*
 - *Loading Areas*
- Comprehensive Plan Consistency
- Noticing Information
- Staff Recommendation and Conditions of Approval

PLAN AND ZONING COMMISSION RECOMMENDATION: The Plan and Zoning Commission recommends the City Council deny the first reading of the ordinance amendment to Title 9, Zoning, Chapter 2, Chapter 10, and Chapter 15 related to self-storage facilities.

Staff notes that City Code provides that in order to approve the first reading of the ordinance, against the Plan & Zoning Commission's recommendation, that a super majority of the City Council must vote in favor of the action. A super majority of the City Council is four out of the five members of the council.

STAFF RECOMMENDATION: Based upon staff review and findings that the proposed ordinance is consistent with the goals and polices of the Comprehensive Plan, Staff recommends that the City Council approve the first reading of the ordinance amendment to Title 9, Zoning, Chapter 2, Chapter 10, and Chapter 15, related to self-storage facilities.

Lead Staff Member: Kara Tragesser, AICP



Staff Reviews:

Department Director	JK
Appropriations/Finance	
Legal	JBW
Agenda Acceptance	RTG

PUBLICATION(S) (if applicable)

Published In	Des Moines Register Community Section	
Date(s) Published	January 8, 2016	
Letter sent to surrounding property owners	N/A	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Development & Planning		
Date Reviewed	November 5, 2015, December 17, 2015, and January 25, 2016		
Recommendation	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Split <input type="checkbox"/>

ATTACHMENTS:

- Exhibit I - Plan and Zoning Commission February 1, 2016 Communication
- Attachment A - Plan & Zoning Commission Resolution
- Attachment B - Proposed Ordinance (*moved to Exhibit II*)
- Exhibit II - Plan and Zoning Commission January 18, 2016 Communication (part thereof)
- Exhibit III - Ordinance

CITY OF WEST DES MOINES
PLAN AND ZONING COMMISSION

Meeting Date: February 1, 2016

Item: Self-Storage - Amend Title 9 (Zoning), Chapter 2 (Zoning Rules and Definitions), Chapter 6 (Commercial, Office, and Industrial Zoning District), Chapter 10 (Performance Standards), and Chapter 15 (Off-Street Parking and Loading) to establish standards and regulations related to indoor self-storage and modify standards and regulations for self-storage mini-warehousing – City Initiated – AO-002949-2015

Request Action: Approval of an amendment to the City Code

Case Advisor: Kara Tragesser, AICP 

Request: The City of West Des Moines requests an amendment to Title 9, Zoning, to amend Chapter 2, Definitions to redefine self-storage facilities; to amend Chapter 6, Commercial, Office, and Industrial Zoning use matrix to modify approval process for interior access and exterior access self-storage facilities; to amend Chapter 10, Performance Standards to set development standards for interior access and exterior access self-storage facilities; and to amend Chapter 15, Off-Street Parking and Loading, to modify parking standards for interior access and exterior access self-storage facilities.

Previous Plan and Zoning Commission Action:

Vote: 6-0 approval, Commissioner Andersen absent

Date: January 18, 2016

Motion: Defer item to the February 1, 2016, Plan & Zoning Commission meeting

Members of the Plan & Zoning Commission expressed a preference for accommodating interior-access self-storage facilities within specific PUDs rather than changing the city code. Commission members were concerned that there may be a devaluation of office space and underutilization of current office space with the proposed allowance of self-storage within office buildings. The Commission directed staff to re-review the ordinance and deferred action on the proposed ordinance to the Commission's February 1, 2016, meeting.

City Council Subcommittee: This item was discussed at the November 5, 2015, and the December 17, 2015, Development and Planning City Council Subcommittee. The subcommittee was supportive of changes to the ordinance to allow indoor storage facilities with the right performance standards; however, the subcommittee reached no consensus on support of these facilities in the commercial districts, especially Neighborhood Commercial.

This item also was discussed at the January 25, 2016, Development Planning City Council Subcommittee to update the Subcommittee on the progress of the amendment. The Subcommittee expressed concern about the location of loading doors and was in varied support of allowing indoor storage in the office districts, but seemed comfortable with allowing them if the appropriate performance standards were in place. However, the Subcommittee was looking forward to the Plan & Zoning Commission recommendation and reviewing the proposed ordinance at the next City Council meeting.

Staff Review and Comment:

Plan & Zoning Concerns: Staff reviewed the ordinance to allow indoor or interior accessed self-storage facilities in office and professional commerce park zoning districts with performance and building form standards. Staff believes that the aesthetics, operation, and activity level can be compatible with office and professional park uses and that these facilities could benefit the community by providing more opportunity for these facilities to be located closer to residential areas and thus what would be believed as the majority of users. Essentially, staff feels that if the self-storage building can act like and look like an office building, it should be compatible with office development.

Staff contacted a commercial assessor in the Polk County Assessor's Office to ask questions related to how the assessor might evaluate an indoor storage use in an office setting. The assessor spoke to evaluating negative impacts such as traffic, truck traffic, noise, property condition, etc. and noted that the City has been successful with the former Wall Street building on Westown Parkway which was production dominate and the Centurylink building on Westown Parkway which has light patron activity being in office districts with no apparent impact to valuations in that area.

Changes to Original P&Z Review: Staff proposes the following two changes to the ordinance:

- **Adherence to Building and Fire Code Regulations:** In response to concerns that an office building might become a mix of operating office spaces mixed amongst offices now rented for the purposes of mini-storage, staff has included a requirement that indoor self-storage facilities comply with building and fire code requirements. The impact of this requirement will add requirements for sprinkler systems and alarm systems for the addition of self-storage to an office building which otherwise may not require sprinkler systems. Staff perceives that this requirement will inhibit the conversion of part of an office building to self-storage.
- **Loading Areas:** In response to concerns that individuals would be loading and unloading goods at the main entry, staff included a provision that the transfer of goods to the storage units shall not be done through the front door of the building, or any main public entry door that leads to operating office spaces. All transfer of goods is intended to occur at a service entry or defined loading dock at the rear of the building. As building access would likely be access-code based, which accesses would be used by office users versus renters of storage space could be somewhat controlled.

Noticing Information: On January 8, 2016, notice of the January 18, 2016, Plan and Zoning Commission public hearing for this project was published in the *Des Moines Register*. On January 18, 2016, the Plan and Zoning Commission held the public hearing, closed the public hearing, and deferred action on the item until the February 1, 2016, meeting.

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-16-009

A RESOLUTION OF THE PLAN AND ZONING COMMISSION OF THE CITY OF WEST DES MOINES, RECOMMENDING TO THE CITY COUNCIL THAT IT DENY AN ORDINANCE TO AMEND TITLE 9 (ZONING), CHAPTER 2 (ZONING RULES AND DEFINITIONS), CHAPTER 6 (COMMERCIAL, OFFICE, AND INDUSTRIAL ZONING DISTRICT), CHAPTER 10 (PERFORMANCE STANDARDS), AND CHAPTER 15 (OFF-STREET PARKING AND LOADING) TO ESTABLISH STANDARDS AND REGULATIONS RELATED TO INDOOR SELF-STORAGE AND MODIFY STANDARDS AND REGULATIONS FOR SELF-STORAGE MINI-WAREHOUSING

WHEREAS, pursuant to the provisions of Title 9, 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), Chapter 6 (Commercial, Office, and Industrial Zoning District), Chapter 10 (Performance Standards), and Chapter 15 (Off-Street Parking and Loading) to establish standards and regulations related to indoor self-storage and modify standards and regulations for self-storage mini-warehousing;

WHEREAS, studies and investigations were made, and staff reports and recommendations were submitted which is made a part of this record and herein incorporated by reference;

WHEREAS, on January 18, 2016, Commission held a duly-noticed hearing to consider the application for an amendment to ordinance;

WHEREAS, on February 1, 2016, 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. Based upon the information provided in the staff report submitted and presented at the meeting, the Plan & Zoning Commission's finds that the ordinance allowing self-storage facilities in the office and professional commerce park districts is not compatible with the uses allowed in those districts.

SECTION 2. The AMENDMENT TO ORDINANCE (AO-002949-2015) is recommended to the City Council for denial, as stated in the staff report or as amended in the attached Exhibit A.

PASSED AND ADOPTED on February 16, 2016.


Michele Brown, Vice 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 February 16, 2016, by the following vote:

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

NAYS: -0-

ABSTENTIONS: -0-

ABSENT: Erickson

ATTEST:


Recording Secretary

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

Meeting Date: January 18, 2016

Item: Self-Storage - Amend Title 9 (Zoning), Chapter 2 (Zoning Rules and Definitions), Chapter 6 (Commercial, Office, and Industrial Zoning District), Chapter 10 (Performance Standards), Chapter 15 (Off-Street Parking and Loading) to establish standards and regulations related to indoor self-storage and modify standards and regulations for self-storage mini-warehousing – City Initiated - AO-002949-2015

Request Action: Approval of an amendment to the City Code

Case Advisor: Kara Tragesser, AICP

Applicant's Request: The City of West Des Moines requests an amendment to Title 9, Zoning, to amend Chapter 2, Definitions to redefine self-storage facilities, to amend Chapter 6, Commercial, Office, and Industrial Zoning use matrix to modify approvals for interior access and exterior access self-storage facilities, to amend Chapter 10, Performance Standards to set development standards for exterior unit access and interior unit access self-storage facilities, and to amend Chapter 15, Off-Street Parking and Loading, to modify parking standards for interior access and exterior access self-storage facilities.

This ordinance amendment request stems from a letter (see Attachment B – Request Letter) requesting that the City consider an amendment to allow interior accessed self-storage on a parcel zoned Professional Commerce Park. The parcel is in the West Glen Town Center PUD, however, staff feels that a city-wide amendment to the city code should be considered to address whether self-storage should be allowed in zoning districts other than the currently allowed Warehouse retail and various Industrial districts.

City Council Subcommittee: This item was discussed at the November 5, 2015, and the December 17, 2015, Development and Planning City Council Subcommittee. The subcommittee was supportive of changes to the ordinance to allow indoor storage facilities with the right performance standards; however, the subcommittee reached no consensus on support of these facilities in the commercial districts, especially Neighborhood Commercial.

Staff Review and Comment: There are no outstanding issues. According to information gathered from the Self Storage Association, most of the self-storage facilities operating today are typical row buildings, some multi-story facilities and conversion of older buildings. A new generation of facilities are emerging characterized by location in non-industrial zoning districts and aesthetics in construction and design compatible with office and retail development. The City has received its first inquiries into re-using vacant buildings and constructing new buildings in non-industrial zoning districts for indoor or interior access self-storage, and as mentioned above, the City received a request to change the zoning ordinance to allow an indoor self-storage facility in a Professional Commerce Park zoning district. To address this request, staff discussed what the challenges may be and what mitigation of those challenges should be to allow this activity in non-industrial zones. Staff presented and discussed this matter with the Development and Planning Subcommittee and developed a draft ordinance after receiving feedback from the Subcommittee.

Self-storage facilities in non-industrial zones: Staff discussed the challenges presented by allowing indoor self-service storage facilities in non-industrial and non-residential zones and how those challenges may be mitigated. The challenges discussed included: aesthetics of the building and the view of roll up exterior doors, activity level, outdoor storage, screening, loading and unloading locations, and buffering. Staff believes that if self-storage was to be allowed in non-industrial zones that it should not be allowed in residential districts as the aesthetic and design of the facility (typically not a residential style) and operation do not appear to be compatible with residential development. Also, staff believes that self-storage should not be allowed in the commercial districts as the low activity level is not really compatible with retail districts. Retail has high activity levels during business hours, where storage facility activity is low and sporadic creating 'dead-zones' within the otherwise active and energetic retail areas.

Staff proposes to allow indoor or interior accessed self-storage facilities in office and professional commerce park zoning districts with performance and building form standards. Staff believes that the aesthetics, operation, and activity level can be compatible with office and professional park uses and that these facilities could benefit the community by providing more opportunity for these facilities to be located closer to where the majority of users are located. Staff notes that office and professional commercial park zones frequently are designated in close proximity to residential zones within

the city. Essentially, staff feels that if the self-storage building can act like and look like an office building, it should be compatible with office development.

Indoor or interior access self-storage facilities versus traditional mini-storage: Traditional self-storage, sometimes called mini-storage or mini-warehousing, is typified by long rows of connected storage units with roll-up doors open to the outdoors and often clustered in groups of buildings constructed to a minimal industrial standard. Indoor or interior access self-storage facilities are proposed to be storage units that are fully enclosed in a building with the access to the individual storage units being from interior hallways of the building, rather than from accessing the unit directly from the outdoors. Staff proposes to redefine self-service storage facilities into two sub-definitions to differentiate between the interior access and exterior access types of facilities and put in place more applicable performance standards to each and allow for the differing aesthetics and building form.

Expansion of performance standards for self-storage: The current city code does not provide performance standards for aesthetics or building form for self-storage. In order to consider the opportunity to allow self-storage in non-industrial zones, staff believes that performance and building form standards need to be established to ensure that the use and site are compatible with the zoning district in which is located and mitigate any impacts it may have on adjacent property. Staff proposes performance and building form standards for both exterior access and interior access self-storage facilities to mitigate typical negative elements such as overhead doors, outdoor storage, use of the self-storage units, façade materials and form, and overall aesthetics. In the case of interior access self-storage, performance standards are proposed to enhance the aesthetics and use of the facility to emulate the surrounding office and professional commerce park development, as well as these districts through-out the city in general.

Parking: Staff proposes changes to the parking standards for self-storage to more closely resemble industry and other communities' standards. Also, to allow for re-use of an indoor or interior access facility, staff proposes that a site demonstrate the ability to meet the parking standards of common re-use of a building in the office or professional park district, but only require the construction of the parking required for a self-storage facility. This requirement plans for the possibility of the self-storage building being re-used for an office building with the ability to provide for the parking of the office use. In the event a storage building becomes vacant, the re-use of the building will be easier to accommodate with sufficient area on the site for parking. Staff recognizes that while the building is used for self-storage that more of the site will be open space, but staff feels it is important to plan for the re-use of the building which otherwise may have restricted re-use in the future.

Outdoor Storage: Along with proposing to allow interior access self-storage in the office and professional commercial park districts, staff proposes that no outdoor storage be allowed in these districts. Outdoor storage is prohibited in these two districts for all other uses allowed in the districts due to the negative aesthetics and difficulty in screening the storage. Staff likewise feels that the views of tops of RVs, boats, trailers, and other typical outdoor storage materials cannot be sufficiently screened from public view and the views from adjacent property to allow them to be stored in these districts. The city code provides for outdoor storage in the industrial districts.

Noticing Information: On January 8, 2016, notice of the January 18, 2016, Plan and Zoning Commission public hearing 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
- Attachment B - Letter

Prepared by: K Tragesser, 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), CHAPTER 6 (COMMERCIAL, OFFICE, AND INDUSTRIAL ZONING DISTRICT), CHAPTER 10 (PERFORMANCE STANDARDS), AND CHAPTER 15 (OFF-STREET PARKING AND LOADING) TO ESTABLISH STANDARDS AND REGULATIONS RELATED TO INDOOR SELF-STORAGE AND MODIFY STANDARDS AND REGULATIONS FOR SELF-STORAGE

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 by deleting the definition for Self-Service Storage Facility as illustrated by the highlighted strikethrough lettering and replacing it with the text in bold italic lettering:

~~SELF SERVICE STORAGE FACILITY: A building, group of buildings or outdoor storage yard divided into separate, divided compartments or defined areas leased to individuals on a seasonal or long term basis for the self-storing of household and personal property, including operable vehicles, recreational vehicles, including, but not limited to, RVs, boats, snowmobiles, etc., and enclosed and open air trailers. No commercial activity, except the leasing of storage units/area is allowed.~~

SELF SERVICE STORAGE FACILITY (mini-warehousing/climate-controlled/indoor storage/single or multi-story): a non-residential building, portion of building, or group of buildings with defined storage space or units rented to and accessible to the public for the storage of household and personal property, operable vehicles, and recreational vehicles, including, but not limited to, RVs, boats, snowmobiles, enclosed or open air trailers, etc.

A. Exterior Unit Access: an exterior accessed self-storage facility generally consists of a long, single-story, simplified building structure with roll-up doors and direct drive-up access to conventional outside units.

B. Interior Unit Access: an interior accessed self-storage facility consists of a building with all units contained within that building and all units having an access door from an interior hallway.

Section 3. Amendment. Title 9: Zoning, Chapter 6: Commercial, Office and Industrial District, Section 6, Commercial, Office, and Industrial Use Regulations, Subsection C. Table 6.1 is hereby amended by deleting text in highlighted strikethrough lettering and adding text in bold italic lettering:

SIC CODES	RC	CMC	NC	CVC	SC	VJC	VJHB	WR	BP	VJLI	LI	GI	OF	PCP	OS
4225 Miniwarehousing and self-Service storage facility including caretakers' facilities															
<i>-Exterior Unit Access With no outside storage yard</i>								P		Pc	P	P			
<i>-Exterior Unit Access With paved outdoor storage yard</i>								Pe			Pe	P			
<i>-Exterior Unit Access With gravel outdoor storage yard (*see also subsection 9-10-4A7 of this Title)</i>												P*			
<i>- Interior Unit Access with no outside storage yard</i>								P	P	P	P	P	P	P	
<i>- Interior Unit Access with paved outside storage yard</i>								P			P	P			
<i>- Interior Unit Access with gravel outdoor storage yard (*see also subsection 9-10-4A7 of this Title)</i>												P*			

Section 4. Amendment. Title 9: Zoning, Chapter 10: Performance Standards, Section 4, Specific Use Regulations, Subsection A, is hereby amended by adding the following language in bold italic lettering:

15. Self Service Storage Facilities: *The intent of these performance standards is to allow two distinct building forms while maintaining building form compatibility with the zoning district in general and the site-specific surrounding development.*

A. Exterior Unit Access (mini warehouse storage): *This building type is intended to allow for single-story, long-row, connected units with exterior access doors in the Warehouse Retail and Industrial districts. The following development standards shall apply, in addition to development standards cited elsewhere in this Title, including, but not limited to, landscaping, open space, buffers, screening, parking, setbacks, trash enclosures, etc.*

- 1.** *Views of individual unit exterior access doors shall be screened from the public street or from adjacent non-industrial or warehouse retail zoned or developed property.*
- 2.** *The building(s) shall be surfaced with materials compatible with adjacent industrial or Warehouse Retail development. Facades visible from the public street shall be enhanced to add visual character and distinction from the interior of the development. Facades facing adjacent residential property shall be screened with a fence or evergreen landscaping and otherwise*

enhanced by incorporating front façade materials or enhanced materials used elsewhere in the development. 360° architecture is not intended for mini-storage, but those buildings visible from the street or adjacent residential developed or zoned property shall be expected to reflect material enhancements that may not be commonly considered in Warehouse Retail and industrial developments.

- 3. Outdoor storage areas, as allowed in this Title, should be consolidated into a single area and screened as required elsewhere in this Title.*
- 4. Fences and walls used to provide screening shall be maintained in a neat, clean, safe, and structurally sound condition. RVs, boats, and recreational trailers may exceed the height of the fence or wall; all other materials shall not exceed the height of the wall or fence. Fences shall be placed no closer to the front lot line than the front yard established by the building or building setback line, whichever is greater.*
- 5. Wall signage for the development shall be calculated according to the sign code calculations located elsewhere in this Title for the building façade in which the business office is located. No signage or advertising is allowed on screen walls or fencing.*
- 6. Vehicle circulation shall allow for two way drive aisles and circulation with no dead-ends.*

B. Interior Unit Access: *This building type is intended to allow for facilities where all units are accessed by interior hallways. These structures shall emulate the exterior architecture and characteristics of buildings in the specific district in which the facility is located. The following development standards shall apply, in addition to development standards cited elsewhere in this Title, including, but not limited to, landscaping, open space, buffers, screening, parking, setbacks, etc.:*

- 1. All storage units shall gain access from the interior of the building, no individual unit doors may face the street or be visible from off the property.*
- 2. One entrance and one exit overhead door shall be allowed. If the facility abuts residentially zoned property, the facility loading bays, docks, or doors shall not be visible from the residential property. Whenever possible, these features shall be located on facades which face non-residentially zoned or developed property. These features shall not be located on the façade facing the public street.*
- 3. Ground floor and upper floor facades shall be designed to be compatible with expected four-sided office design in the city's office districts. Examples of such architectural and design features include varied massing, proportion, façade modulation, exterior building materials and detailing, varied roof line, pedestrian scale, windows, repetition, etc. Views of storage units through windows shall be mitigated. The building shall present as an office building.*
- 4. The building shall be surfaced with high-quality, durable materials consistent with the surrounding commercial or office uses. Un-faced concrete block, painted masonry, tilt-up and pre-cast concrete panels and non-architectural metal siding are prohibited in the office districts. Prefabricated buildings are not allowed in the office districts.*
- 5. There shall be a pedestrian entrance facing the street. This entrance shall be considered the main or principal entrance, even if the tenants enter through loading docks, bays, doors or other side or rear entrances. This entrance shall present as a prominent feature that emulates a store front or office lobby. This entrance shall not be used for the transfer of goods to the storage unit.*
- 6. To accommodate future potential redevelopment of the building, parking for re-use of the building for other permitted or permitted conditional uses in the applicable zoning district shall be demonstrated at the applicable ratio; however, only the parking required for the indoor self-storage shall be required to be constructed.*
- 7. Indoor self-storage facilities shall abide by all city codes and regulations such as, but not limited to, building code and fire code provisions.*
- 8. Tenant access shall be restricted to the hours of 7 a.m. to 10 p.m.*

C. Prohibited Uses: *the only activity permitted in individual storage units shall be the storage of goods and property. Storage units shall not be used for:*

- 1. Residences, offices, workshops, studios, hobby, events, or rehearsal areas;*
- 2. Manufacturing, fabrication, or processing of goods, services, or repair of vehicles, engines, appliances, or other electrical equipment or any other industrial activity;*

3. *Retail sales of any kind including, but not limited to, garage sales, estate sales, auctions or to conduct any other commercial activity, except in the business office as permitted in the zone in which the facility is located; excludes auctions of units conducted by the property owner or manager due to non-payment, default, or other storage business operation.*
4. *The storage of flammable, perishable, or hazardous materials.*
5. *The keeping of animals.*
6. *Accessory uses such as the rental of trucks, trailers, moving equipment, or the installation of trailer hitches are prohibited unless otherwise permitted in the zone in which the facility is located.'*

Section 5. Amendment. Title 9: Zoning, Chapter 15: Off-Street Parking and Loading, Section 7, Number of Parking Spaces Required, Subsection E., is hereby amended by deleting text in highlighted strikethrough lettering and adding text in bold italic lettering:

4225 General Warehousing and Storage (except Miniwarehouse and Self-Service Storage Facility Storage)	*Up to 10,000 s.f. of G.F.A.- 1 space per 500 s.f. *Over 10,001 s.f. of G.F.A.- 1 space per 5,000 s.f
Miniwarehouses and Exterior Unit Access Self-Service Storage Facility-Storage Including Manager's Quarters	*1 space per 20,000 s.f. of G.F.A. *1 space per 50 vehicle or boat storage spaces, with a minimum of 3 spaces
<i>-Indoor Access Self-Service Storage Facility</i>	<i>*1 space per 200 s.f. of G.F.A. for office area *1 space per 50 units or 1 space per 10,000 G.F.A, whichever is greater or a minimum of 3 spaces *Demonstrate parking availability for re-use of the building for a common use in the zoning district in which it is located</i>

Section 6. Repealer. All ordinances or parts of ordinances in conflict with the provision of this ordinance are hereby repealed.

Section 7. 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 8. 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 9. 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 10. 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 _____, 2016, and approved this _____ day of _____, 2016.

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 _____, 2016, and was published in the Des Moines Register on _____, 2016.

Ryan T. Jacobson
City Clerk

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

Date: March 7, 2016

ITEM: Ordinance Amendment – Amend Title 9 (Zoning), Chapter 5 (Agricultural/Open Space and Residential Zoning Districts), Section 8 (Open Space/Agricultural and Residential Use Regulations), Subsection C, Use Matrices Table 5.3 (Agricultural Uses/Animal Keeping) to allow SIC 0279-9901: Apiary (bee and honey farm/Beekeeping) as a Permitted Use in all single family residential and manufactured housing zoning districts; and Amend Title 9 (Zoning), Chapter 10 (Performance Standards), Section 4 (Specific Use Regulations), Subsection A, to add language to City Code identifying specific regulations and requirements for Beekeeping operating under SIC 0279-9901 – City Initiated – AO-002631-2015

Ordinance: Approval of First Reading

FINANCIAL IMPACT: Undetermined.

BACKGROUND: Development Services is requesting an amendment to the City Code, Title 9, *Zoning*, Chapter 5, *Agricultural/Open Space and Residential Zoning Districts*, Section 8, *Open Space/Agricultural and Residential Use Regulations*, Subsection C, *Use Matrices*, Table 5.3, *Agricultural Uses/Animal Keeping* to allow SIC 0279-9901 ‘Apiary (bee and honey farm/Beekeeping)’ as a Permitted use in all single family residential and manufactured housing zoning districts; and Amend Chapter 10, *Performance Standards*, Section 4, *Specific Use Regulations*, Subsection A, to add language to City Code identifying specific regulations and requirements for Beekeeping operating under SIC 0279-9901. This request stems from an inquiry of residents that wish to conduct beekeeping in residential areas. Beekeeping falls under the same SIC zoning code as that of chickens and other animals related to agricultural production, and therefore is currently a Permitted (P) use in Open Space designated areas or thru approval of a Permitted Conditional Use (Pc) Permit on properties of one acre or more with a Residential Estate (RE) designation. Staff’s research did not identify any impacts on properties adjacent to beekeeping operations when appropriate flyway barriers and water source is provided. To address this, in addition to changes to the land use matrix within Title 9, Chapter 5, staff also proposes an amendment to Title 9, *Zoning*, Chapter 10, *Performance Standards*, Section 4A to add regulations for beekeeping operating under SIC 0279-9901.

Plan and Zoning Commission Action:

Vote: 4-0 approval. Commissioners Brown, Crowley and Southworth absent

Date: February 29, 2016

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

Plan & Zoning Commission Discussion:

Several residents spoke in support of the proposed Beekeeping Ordinance. The Plan & Zoning Commission asked about safety concerns regarding bees. A beekeeper that spoke in support of the Ordinance stated that for the most part honeybees are very docile and keep to themselves unless the hive is disrupted. The gentleman went on to say that as long as there is a water source on site and a flyway barrier (as proposed in this Ordinance) the bees will tend to stay away from adjacent properties and go about their business foraging for nectar.

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):

- Applicant’s Request
- City Council Subcommittee (*Development & Planning: January 15, 2015, March 12, 2015 & December 3, 2015*)
- Staff Review and Comment
- 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 beekeeping in single family residential districts, subject to the applicant meeting all City Code requirements.

Lead Staff Member: Brian Portz **BP**

STAFF REVIEWS:

Department Director	
Appropriations/Finance	
Legal	
Agenda Acceptance	

PUBLICATION(S) (if applicable)

Published In	<i>Des Moines Register</i>	
Date(s) Published	February 18, 2016	
Letter sent to surrounding property owners	N/A	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Development and Planning		
Dates Reviewed	January 15, 2015, March 12, 2015, & December 3, 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 - Support Letters from Residents
- Exhibit II - Proposed Ordinance

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

Meeting Date: February 29, 2016

Item: Ordinance Amendment – Amend Title 9 (Zoning), Chapter 5 (Agricultural/Open Space and Residential Zoning Districts), Section 8 (Open Space/Agricultural and Residential Use Regulations), Subsection C, Use Matrices Table 5.3 (Agricultural Uses/Animal Keeping) to allow SIC 0279-9901: Apiary (bee and honey farm/Beekeeping) as a Permitted Use in all single family residential and manufactured housing zoning districts; and Amend Title 9 (Zoning), Chapter 10 (Performance Standards), Section 4 (Specific Use Regulations), Subsection A, to add language to City Code identifying specific regulations and requirements for Beekeeping operating under SIC 0279-9901 – City Initiated – AO-002631-2015

Request Action: Approval of an amendment to the ordinance

Case Advisor: Brian S. Portz, AICP

Applicant's Request: Development Services is requesting an amendment to the City Code, Title 9, *Zoning, Chapter 5, Agricultural/Open Space and Residential Zoning Districts, Section 8, Open Space/Agricultural and Residential Use Regulations, Subsection C, Use Matrices, Table 5.3, Agricultural Uses/Animal Keeping* to allow SIC 0279-9901 'Apiary (bee and honey farm/Beekeeping)' as a Permitted use in all single family residential and manufactured housing zoning districts; and Amend Chapter 10, *Performance Standards, Section 4, Specific Use Regulations, Subsection A*, to add language to City Code identifying specific regulations and requirements for Beekeeping operating under SIC 0279-9901. This request stems from an inquiry of residents that wish to conduct beekeeping in residential areas. Beekeeping falls under the same SIC zoning code as that of chickens and other animals related to agricultural production, and therefore is currently a Permitted (P) use in Open Space designated areas or thru approval of a Permitted Conditional Use (Pc) Permit on properties of one acre or more with a Residential Estate (RE) designation. Staff's research did not identify any impacts on properties adjacent to beekeeping operations when appropriate flyway barriers and water source is provided. To address this, in addition to changes to the land use matrix within Title 9, Chapter 5, staff also proposes an amendment to Title 9, *Zoning, Chapter 10, Performance Standards, Section 4A* to add the following regulations for beekeeping operating under SIC 0279-9901:

- Beekeeping shall only be allowed on ground owned by the beekeeper himself or on ground owned by a third party for which the beekeeper has written authorization from the property owner allowing for the keeping of bees;
- Bee colonies shall be kept in hives with removable frames, with said hives kept in sound and usable condition;
- A maximum of two (2) hives shall be permitted on a property one (1) acre or smaller in size, while a maximum of ten (10) hives shall be permitted on a property larger than one (1) acre in size;
- Hives shall not be located in the front or side yard;
- A source of water shall be readily available to the bees at all times when the bees are active;
- In each instance in which any hive is situated within twenty-five feet (25') of a property line, as measured from the nearest point on the hive to the property line, the beekeeper shall establish and maintain a flyway barrier parallel to the property line(s) which is a minimum of six feet (6') in height consisting of a solid wall of a building, fence, dense vegetation or combination thereof. Said flyway barrier shall extend a minimum of twelve feet (12') beyond the hive in all directions so that all bees are forced to fly at an elevation of at least six feet (6') above ground level over the property line(s) in vicinity of the apiary. Dense vegetation used as a flyway barrier shall not be limited in height to six feet (6'); however, said vegetation shall be a minimum of six feet (6') in height at the time that beehives are located on the property.

It should be noted, the State has a program that allows for inspection of beekeeping operations should a complaint be expressed regarding an operation. The State Apiarist has indicated to staff that they will conduct a site visit to determine if the beekeeping is being responsibly operated and the bees and beehives appropriately managed. The state Apiarist will work with the beekeeper to ensure proper facilities and management activities. The performance standards that are being added to city code are intended to aid in ensuring proper operation of beekeeping activities, as well as a means to allow for code enforcement if improper operation is due in part to failure to provide a water source and/or flyway barrier.

City Council Subcommittee: This item was discussed at the January 15, 2015 Development and Planning City Council Subcommittee meeting. The Council Members were supportive of staff working with the residents on a draft ordinance to allow beekeeping in West Des Moines with identified parameters. The draft ordinance was presented to the Development and Planning City Council Subcommittee at their March 12, 2015 meeting. At the meeting, the Subcommittee decided to delay an ordinance amendment so that educational information could be provided to the general public and gauge the responses received. An article about beekeeping was published explaining the beekeeping process and the nature of bees. No negative responses have been received. On December 3, 2015, the subcommittee was again asked if they would like to proceed with an ordinance amendment. The Subcommittee discussed the idea and asked staff to move forward with an ordinance amendment to allow beekeeping with specific performance standards.

Staff Review and Comment: There are no outstanding issues.

Comprehensive Plan Consistency: The project has been reviewed for consistency with the Comprehensive Plan. Based upon that review, a finding has been made that the proposed project is consistent with the Comprehensive Plan in that the project is consistent with all of the goals and policies of the Comprehensive Plan and the land use map of the Comprehensive Plan.

Noticing Information: On February 18, 2016, notice of the February 29, 2016 Plan and Zoning Commission and March 7, 2016 City Council public hearings for this project was published in the *Des Moines Register*. No mail notices are required of City Code amendments.

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

Attachments:

- Attachment A - Resolution
- Exhibit A – Proposed Ordinance
- Attachment B - Letters from Residents

RESOLUTION NO. PZC-16-012

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 5 (AGRICULTURAL/OPEN SPACE AND RESIDENTIAL ZONING DISTRICTS), SECTION 8 (OPEN SPACE/AGRICULTURAL AND RESIDENTIAL USE REGULATIONS), SUBSECTION C, USE MATRICES, TABLE 5.3 (AGRICULTURAL USES/ANIMAL KEEPING) TO MAKE SIC 0279-9901: APIARY (BEE AND HONEY FARM/BEEKEEPING) A PERMITTED USE IN ALL SINGLE FAMILY RESIDENTIAL AND MANUFACTURED HOUSING ZONING DISTRICTS; AND AMEND TITLE 9 (ZONING), CHAPTER 10 (PERFORMANCE STANDARDS), SECTION 4 (SPECIFIC USE REGULATIONS), SUBSECTION A, TO ADD LANGUAGE TO CITY CODE IDENTIFYING SPECIFIC REGULATIONS AND REQUIREMENTS FOR BEEKEEPING OPERATING UNDER SIC 0279-9901

WHEREAS, pursuant to the provisions of Title 9, Chapter 1 et seq, of the West Des Moines Municipal Code, Development Services staff requests an amendment to Title 9 (*Zoning*), Chapter 5 (*Agricultural/Open Space and Residential Zoning Districts*), Section 8 (*Open Space/Agricultural and Residential Use Regulations*), Subsection C (*Use Matrices*), Table 5.3 (*Agricultural Uses/Animal Keeping*) to allow SIC 0279-9901: Apiary (*bee and honey farm/Beekeeping*) as a Permitted Use in all single family residential and manufactured housing zoning districts; and

WHEREAS, pursuant to the provisions of Title 9, Chapter 1 et seq, of the West Des Moines Municipal Code, Development Services staff requests an amendment to Title 9 (*Zoning*), Chapter 10 (*Performance Standards*), Section 4 (*Specific Use Regulations*), Subsection A, to add language to City Code identifying specific regulations and requirements for Beekeeping operating under SIC 0279-9901;

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 dated February 29, 2016 or as amended orally at the Plan and Zoning Commission public hearing are adopted.


SECTION 2. AMENDMENT TO ORDINANCE (AO-002631-2015) 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 February 29, 2016.



Craig Erickson, Chairperson
Plan and Zoning Commission

ATTEST:



Recording Secretary

I HEREBY CERTIFY that the foregoing resolution was duly adopted by the Plan and Zoning Commission of the City of West Des Moines, Iowa, at a regular meeting held on February 1, 2016, by the following vote:

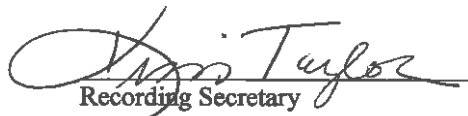
AYES: Andersen, Costa, Erickson, Hatfield

NAYS: - 0 -

ABSTENTIONS: - 0 -

ABSENT: Brown, Southworth, Crowley

ATTEST:


Recording Secretary

From: Twedt, Lynne
Sent: Thursday, March 12, 2015 2:47 PM
To: Portz, Brian
Subject: FW: Bees

From: Jennie Deerr
Sent: Thursday, March 12, 2015 1:01 PM
To: Twedt, Lynne
Subject: Bees

Dear Ms. Twedt,
I am a resident of West Des Moines and writing to ask you to support changing city code to allow backyard beekeeping. Bees are an essential part of our ecosystem. Backyard beekeeping has been gaining widespread attention since the President and First Lady of the United States began keeping two hives on the White House Lawn. Several major metropolitan areas have taken decisive action and legalized urban beekeeping including San Francisco, New York City, Seattle, Portland, Denver and Chicago. Residents of Des Moines and Indianola are currently allowed to have backyard bees. I would be proud if West Des Moines would do the same.

Sincerely,
Jennie Deerr
6225 Brookview Dr.
West Des Moines, IA 50266

Portz, Brian

From: Twedt, Lynne
Sent: Monday, February 29, 2016 1:01 PM
To: Portz, Brian
Subject: FW: West Des Moines, IA: Plan & Zoning Commission - 2/29/16

From: Trimble, Russ
Sent: Monday, February 29, 2016 12:59 PM
To: Twedt, Lynne <Lynne.Twedt@wdm.iowa.gov>
Subject: Fwd: West Des Moines, IA: Plan & Zoning Commission - 2/29/16

Please make sure p and z gets the email below.

Russ

Sent from my iPhone

Begin forwarded message:

From: SDLombardi@aol.com
Date: February 29, 2016 at 11:35:14 AM CST
To: trimby@mchsi.com
Cc: sdlombardi@aol.com
Subject: Fwd: West Des Moines, IA: Plan & Zoning Commission - 2/29/16

Russ: I am in favor of the beekeeping amendments to the West Des Moines zoning ordinances, but have some reservations about a two of aspects of the ordinance.

1. Standard: Maximum number of *hives* at 2 seems too restrictive. My position: I would rather see it at five.
2. Standard: And "hive" is used in the ordinance but is not defined. My position: Hives is not defined and it will lead to questions about what was meant. The word "hives" is a vague term and may actually be defined in multiple ways. I recently purchase a bee hive kit from BeeThinking.com for my sister-in-law who lives in the Madison, WI area. Here is what I learned. See the photographs.

The first is a Langstroth Hive, the second a Warre Hive and the third a Top Bar Hive. Now looking at the Langstroth Hive it can be two, three or more high. They are both hives, but of different sizes and shapes. The sizes have more to do with colony structure that might affect honey production. I have not done enough research to know if technically a Langstroth can be built six high and if so whether this is considered one or two hives. I did phone their office but the business doesn't open until 10:00 a.m. PST, they are in Portland. [877-325-2221] What is a Beehive?, from the Americas Beekeeper Organization.

"Bees live and raise their young in an enclosed or sheltered structure. A beehive can be in a hollow tree, an empty box, an old drum or the wall of a house. European Honey Bees live in about 40 liters or a box about 20 inches by 16 inches by 9 inches. Africanized Honey Bees are not as selective but that is another story."

And so, as written there is no definition of what makes a hive a hive under the ordinance and therefore the ordinance is vague in that respect and may actually make it unenforceable to extent that someone complains about the number of "hives" on the neighbor's property. Feel free to share this if you find it useful.









From: webmaster@wdm.iowa.gov
To: sdlombardi@aol.com
Sent: 2/26/2016 6:17:55 P.M. Central America Standard T
Subj: West Des Moines, IA: Plan & Zoning Commission - 2/29/16

Item 2c - Beekeeping Ordinance

Stephen D. Lombardi, Attorney and Real Estate Broker
Lombardi Law Firm
5000 WESTOWN PKWY., SUITE 440
West Des Moines, IA 50266
Office: 515-222-1110
Fax: 515-222-0718
Website: www.Lombardilaw.com
Email: sdlombardi@aol.com

Portz, Brian

From: Twedt, Lynne
Sent: Friday, March 06, 2015 10:16 AM
To: Portz, Brian
Subject: FW: Backyard Honeybees

From: Loyd, Peter
Sent: Friday, March 06, 2015 9:32 AM
To: Twedt, Lynne; jlsandager@mchsi.com; Ryan Lensing
Subject: Backyard Honeybees

Dear Ms. Twedt:

I am writing this letter in support of a proposed amendment that would allow beekeeping in the R1 districts/residential backyards.

I am a transplant from San Francisco, California (about 40 years there) and have lived in West Des Moines for the last 11 years with my family. Jim Sandager is a back yard neighbor.

I got my zoology degree from UC Davis, 1983, and took a couple apiculture (bee science) classes while there. I then taught at a Catholic school (St Ignatius HS) in SF for about 17 years. I kept honeybees both in my crowded, urban backyard and on the roof of the school for many years. I used to take my classes up to see the hives, we did honeybee anatomy labs, and we never had a problem with bees or the neighbors complaining. Most neighbors never know the bees are around unless you tell them. Something that neighbors do tend to notice is that their gardens do better--more fruits and veggies are produced---thanks to the "invisible garden friends" who quietly visit everyone's flowers. While I haven't kept bees in Iowa yet, I do know that neighbors of Jim and me have kept them in their backyard and most people have no idea they're working away improving gardens all summer long.

Below is from a teaching colleague of mine, Ryan Lensing, at Dowling Catholic. I couldn't say it any better.

"Honeybees are ideal for keeping in residential areas for the following reasons.

- 1) They are extremely quiet
- 2) They do not smell
- 3) They provide a service to neighbors who garden or have landscape plants
- 4) They generate honey which can be shared within the community
- 5) They are docile and safe
- 6) They take up a very small space
- 7) They naturally occur in Iowa, local bee keepers will just be helping the local bee populations to rebound
- 8) They can provide educational opportunities for children and adults to learn about biology, ecology, and environmental science

With all that in mind, I strongly urge you to support efforts to change current ordinances that prohibit beekeeping within residential zoning areas. Thank you for taking the time to consider this important issue. I urge you to share my support with all interested parties, including City Council and all appropriate subcommittees, such as Development and Planning and Plan and Zone."

Sincerely,

Pete Loyd
248 S 58th Ct
WDM, IA 50266

*advanced & AP Biology instructor
Dowling Catholic*

Portz, Brian

From: Twedt, Lynne
Sent: Friday, March 06, 2015 9:05 AM
To: Portz, Brian
Subject: FW: Backyard Honeybees

Please update Ry when you update the others regarding schedule and draft ordinance.

From: Ry Lens
Sent: Friday, March 06, 2015 7:56 AM
To: Twedt, Lynne
Subject: Backyard Honeybees

Dear Ms. Twedt:

I am writing this letter in support of a proposed amendment that would allow beekeeping in the R1 districts/residential backyards.

I am an avid gardener and have an extensive list of fruits and vegetables growing in my yard that require honeybee pollinators. Due to the dwindling populations of honeybees worldwide, I have become worried about the future of this ecologically and economically important creature. I have witnessed the decline first hand as I have often had to hand pollinate some of my plants in my backyard just to get fruit to set. Urban areas provide a great shelter against harmful insecticides commonly used on Iowa farmland in addition to the diversity and abundance of flowering plants homeowners have landscaped with. Many communities around the US (including Des Moines and Indianola) have legalized backyard beekeeping and I believe it is time West Des Moines follows suit.

Honeybees are ideal for keeping in residential areas for the following reasons.

- 1) They are extremely quiet
- 2) They do not smell
- 3) They provide a service to neighbors who garden or have landscape plants
- 4) They generate honey which can be shared within the community
- 5) They are docile and safe
- 6) They take up a very small space
- 7) They naturally occur in Iowa, local bee keepers will just be helping the local bee populations to rebound
- 8) They can provide educational opportunities for children and adults to learn about biology, ecology, and environmental science

With all that in mind, I strongly urge you to support efforts to change current ordinances that prohibit beekeeping within residential zoning areas. Thank you for taking the time to consider this important issue. I urge you to share my support with all interested parties, including City Council and all appropriate subcommittees, such as Development and Planning and Plan and Zone.

Sincerely,

Ryan Lensing
730 34th St, WDM
Environmental Science Instructor, Dowling Catholic High School

Portz, Brian

From: Twedt, Lynne
Sent: Tuesday, March 03, 2015 9:08 AM
To: Deb Willyard
Cc: Portz, Brian
Subject: RE: Bees in West Des Moines

Deb:

Thank you for your email.

At the request of a few other residents, the City is preparing the necessary Code Amendments that will allow for beekeeping within the City. We anticipate to have the process completed by the end of April.

Brian Portz (cc'd above) is the case planner assigned to the amendment. Please feel free to touch base with Brian should you have any questions or additional thoughts/recommendations to be considered. Your email of support of the change will be included in the staff report that is presented to the P&Z Commission and City Council.

Have a great day.

Lynne

Lynne Twedt
Director of Development Services
Addressing Administrator
City of West Des Moines

515-222-3620
515-273-0602 (fax)
lynne.twedt@wdm.iowa.gov

-----Original Message-----

From: Deb Willyard
Sent: Monday, March 02, 2015 8:19 AM
To: Twedt, Lynne
Cc: jswanson@itagroup.com; kevinl@performancemarketing.com; scott.wiegert@wdm-ia.com; lwarner@mercydesmoines.org; jlersten@gmail.com; slersten@gmail.com; bberg2@mercydesmoines.org; dcummings@mercydesmoines.org; kjohnson8@mercydesmoines.org; albertsonlois@gmail.com; jbeard@mercydesmoines.org; barbie.girl@mchsi.com; bchia@iowaheart.com
Subject: Bees in West Des Moines

> Dear Ms.Twedt, Please consider amending the WDM code in favor of allowing bee keeping in WDM family backyards. We have been residents of WDM for over 35 years and support this change. We also have raised a few hives of bees in northern Missouri on a friend's farm. The hobby was started after my husband and I built our "bucket lists" and starting to acquire "hobbies" to do in our coming retirement years. We took bee classes at DMACC about 5 years ago, which opened our eyes to the plights of our little bee friends! Pesticides and disease is causing a terrible decline in our world wide bee population. According to bee experts, Serious environmental issues will result in a very short time (within 10 years) if we do not right the numbers of our pollinating friends. It actually may be too late, according to many articles about crops such as blueberries, avocados, citrus, ect. Very scary to think we, possibly, will not eat fresh oranges or even an apple or pear again since the pollination of many of these fruits depend on honey bees. Doug and I think the ability to have a few (1-2) hives in our backyards in WDM, will increase our ability to furnish honey to our families, as

well as raise awareness of our neighborhoods that the bee plights are worldwide. In our own experience, a well tended hive will not harm people, and actually, the bees keep to themselves for the most part, just going about their business of collecting pollen and making our flower gardens look beautiful.

Thank you for your consideration. We would welcome your questions about this issue and seriously ask that you support this change in code for WDM residents.

We are encouraging our WDM friends to also join us in writing you and supporting this change in WDM code.

Thank you

Deb and Doug Willyard

204 S. 29th st.

WDM, Iowa 50265

515-240-5730

Sent from my iPad

March 10, 2015

Dear Ms. Twedt:

I am writing a letter in support of a proposed amendment to City Code that would allow beekeeping in R1 districts/residential backyards.

Honey bees are an essential part of our ecosystem. They keep our neighborhood landscape beautiful, ensure that the trees in our parks are nice and full, and contribute to our garden bounty.

As the president of the Central Iowa Beekeepers Association, I can assure you that our club offers year-round education and support for area beekeepers. As a beekeeper for over 40 years, I can't begin to list all the good things about bees and their gentle nature. I strongly urge you to support efforts to change current ordinances that prohibit beekeeping within residential zoning areas.

Thank you for taking the time to consider this issue. Please share my support with all interested parties, including City Council and appropriate subcommittees, such as Development and Planning and Plan and Zone.

Sincerely,

Arvin Foell, President

Central Iowa Beekeepers Association

3/2/15

Dear Ms. Twedt:

I am writing a letter in support of a proposed amendment to City Code that would allow beekeeping in R1 districts/residential backyards.

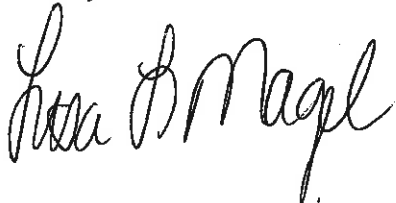
Bees are an essential part of our ecosystem. They keep our neighborhoods full of flowers and our gardens full of harvest. Backyard beekeeping fits nicely into the sustainability area that the City of West Des Moines seems to be moving toward.

Backyard beekeeping has been gaining widespread attention especially since the President and First Lady of the United States began keeping two hives on the White House lawn and San Francisco, New York City, Seattle, Portland, Denver, and Chicago have all taken decisive action and legalized urban beekeeping. Locally, residents of Des Moines, and more recently Indianola, are allowed to have backyard bees. I can attest to the benefits of bees and their gentle nature.

With all that in mind, I strongly urge you to support efforts to change current ordinances that prohibit beekeeping within residential zoning areas.

Thank you for taking the time to consider this important issue. I urge you to share my support with all interested parties, including City Council and all appropriate subcommittees, such as Development and Planning and Plan and Zone.

Sincerely,



8302 Westown Parkway

3.2.15

Dear Ms. Twedt:

I am writing a letter in support of a proposed amendment to City Code that would allow beekeeping in R1 districts/residential backyards.

Bees are an essential part of our ecosystem. They keep our neighborhoods full of flowers and our gardens full of harvest. Backyard beekeeping fits nicely into the sustainability area that the City of West Des Moines seems to be moving toward.

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Sincerely,

A handwritten signature in cursive script that reads "A. Prince".

604 Grand Ave.

3/2/2015

Dear Ms. Twedt:

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Sincerely,

Caroline Johnson
210 S. 41st St

3-2-15

Dear Ms. Twedt:

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Sincerely,

A handwritten signature in black ink, consisting of a series of fluid, connected strokes that form a stylized name.

8220 Ashworth Rd.

3/2/15

Dear Ms. Twedt:

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Sincerely,


1250 73rd

3/2/15

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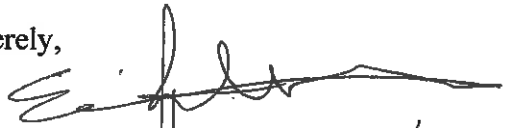
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Sincerely,


210 S prairie view Dr

3.2.15

Dear Ms. Twedt:

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Sincerely,



210 S. PRAIRIE View DR.

03-02-2015

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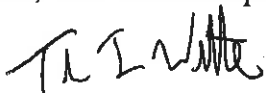
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Sincerely,



225 Prairie View Drive #11202

3/3/15

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Sincerely,

Laura Nelson
Laura Nelson

3/2/15

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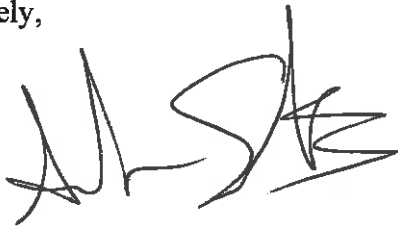
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Sincerely,

A handwritten signature in black ink, appearing to be 'A. S. K.', written in a cursive style.

3/10/15

Dear Ms. Twedt:

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Sincerely,



655 SE WACO PL

3/3/15

Dear Ms. Twedt:

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Sincerely,



STEVEN BUTCHEROVZ

15818 WILDWOOD DR

3.2.15

Dear Ms. Twedt:

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Sincerely,



4112 maple street

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Sincerely,

3/3

Jeri M. Davies 521 25th St.

3/2/2015

Dear Ms. Twedt:

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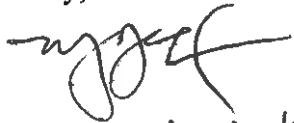
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Sincerely,


Michael Lebeck
605 55th St.

3.10.15

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Sincerely,

A handwritten signature in cursive script that reads "Paul A. Raasch".

3847 8th Pl

3/2/15

Dear Ms. Twedt:

I am writing a letter in support of a proposed amendment to City Code that would allow beekeeping in R1 districts/residential backyards.

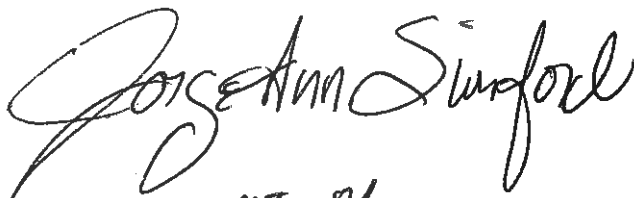
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Sincerely,


647 38th St.

03/02/15

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Sincerely,



Alexander H Thiel
1505 34th St.

3/3/15

Dear Ms. Twedt:

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Sincerely,

Hannah Witmer

Hannah Witmer

606 Grand Ave.

3/9/15

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Sincerely,



8976 NW Beaver Drive

3/2/15

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609 Se Marie Park Lane

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Sincerely,

Christy Blome
5710 Kingman Blvd

3/10/15

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Sincerely,



2205 4th ST SW

3/3/15

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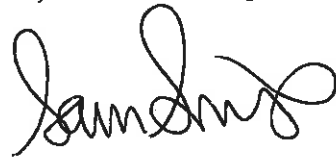
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2405 Maple St.

3/3/15

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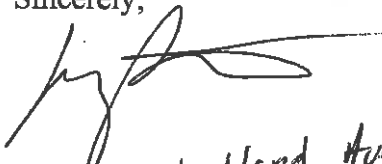
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Sincerely,



4925 Woodland Ave

3/2/15

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Sincerely,

Paula Grapp
1124 Rapids St.

Date

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Thank you for taking the time to consider this important issue. I urge you to share my support with all interested parties, including City Council and all appropriate subcommittees, such as Development and Planning and Plan and Zone.

Sincerely,

Your name *Russell D Wright*

Your address (just like addressing City Council, house number and street only)

932 - 30TH ST, WEST DES, MOINES

Lynne.Twedt@wdm.iowa.gov

Date

Dear Ms. Twedt:

I am writing a letter in support of a proposed amendment to City Code that would allow beekeeping in R1 districts/residential backyards.

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Sincerely,

Your name



Your address (just like addressing City Council, house number and street only)

920 3079 ST

Lynne.Twedt@wdm.iowa.gov

Date

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Sincerely,

Your name 

Your address (just like addressing City Council, house number and street only)

900 30TH WDM 50265

Lynne.Twedt@wdm.iowa.gov

Date

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Sincerely,

Your name

Your address (just like addressing City Council, house number and street only)

Lynne.Twedt@wdm.iowa.gov

A handwritten signature in black ink, appearing to read 'Lynne Twedt', written over a horizontal line.

Date

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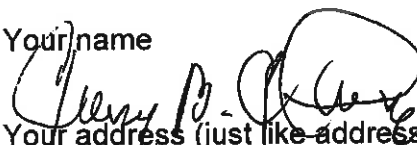
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Sincerely,

Your name

Your address (just like addressing City Council, house number and street only)


813 30th st west Des Moines

Lynne.Twedt@wdm.iowa.gov

Date

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Sincerely,

Your name

A handwritten signature in black ink, appearing to be 'M. Miller', written over a horizontal line.

Your address (just like addressing City Council, house number and street only)

805 30th
WDM Ia 50245

Lynne.Twedt@wdm.iowa.gov

Date

Dear Ms. Twedt:

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Sincerely,

Your name *Joyce Wessel*

Your address (just like addressing City Council, house number and street only)

*700 28th -
W.D.M. Ia - 50265*

Lynne.Twedt@wdm.iowa.gov

Date

Dear Ms. Twedt:

I am writing a letter in support of a proposed amendment to City Code that would allow beekeeping in R1 districts/residential backyards.

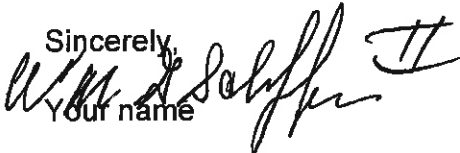
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Sincerely,
Your name



Your address (just like addressing City Council, house number and street only)

712 28th St

Lynne.Twedt@wdm.iowa.gov

Date

Dear Ms. Twedt:

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Sincerely,

Your name

Lori + Mike Behve

Your address (just like addressing City Council, house number and street only)

905 28th St
WDM IA 50265

Lynne.Twedt@wdm.iowa.gov

Date

Dear Ms. Twedt:

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Sincerely,

Your name



Your address (just like addressing City Council, house number and street only)

917 28th

Lynne.Twedt@wdm.iowa.gov

Date

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Sincerely,

Your name

Cindy Arnold. 917 28th Street WDM,

Your address (just like addressing City Council, house number and street only)

Lynne.Twedt@wdm.iowa.gov

Date

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Sincerely,

Your name

Amy Arends

Your address (just like addressing City Council, house number and street only)

910 29th St

Lynne.Twedt@wdm.iowa.gov

Date

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Sincerely,

Your name John Gabelup

Your address (just like addressing City Council, house number and street only)

920 29th Street

Lynne.Twedt@wdm.iowa.gov

Date

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Sincerely,

Your name *Dorah Branch*

Your address (just like addressing City Council, house number and street only)

916 29th St West Des Moines IA 50265

Lynne.Twedt@wdm.iowa.gov

Date

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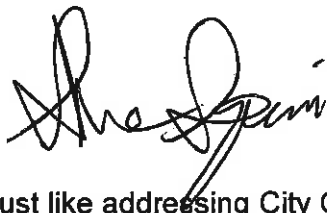
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Sincerely,

Your name



931 29th St WDM, IA 50265

Your address (just like addressing City Council, house number and street only)

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Sincerely,

Your name:
Sue Nathan

Your address (just like addressing City Council, house number and street only)

919-30th West Des Moines

Lynne.Twedt@wdm.iowa.gov

Date

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Sincerely,

Your name *Julia Shuis*

Your address (just like addressing City Council, house number and street only)

917-24th St.

Lynne.Twedt@wdm.iowa.gov

Date

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Sincerely,

Your name

Jinda Cashman

Your address (just like addressing City Council, house number and street only)

914 30th St

Lynne.Twedt@wdm.iowa.gov

Date

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Sincerely,

Your name

Out Downer 804-29th St. WDM 50265

Your address (just like addressing City Council, house number and street only)

Lynne.Twedt@wdm.iowa.gov

Date

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Sincerely,

Your name

Your address (just like addressing City Council, house number and street only)

Judith K Larson
925 30th St.

Lynne.Twedt@wdm.iowa.gov

EXHIBIT II

Prepared by: B. Portz, 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 5 (AGRICULTURAL/OPEN SPACE AND RESIDENTIAL ZONING DISTRICTS), SECTION 8 (OPEN SPACE/AGRICULTURAL AND RESIDENTIAL USE REGULATIONS), SUBSECTION C (USE MATRICES), TABLE 5.3 (AGRICULTURAL USES/ANIMAL KEEPING) TO MAKE SIC 0279-9901: APIARY (BEE AND HONEY FARM/BEEKEEPING) A PERMITTED USE IN ALL SINGLE FAMILY RESIDENTIAL AND MANUFACTURED HOUSING ZONING DISTRICTS; AND AMEND TITLE 9 (ZONING), CHAPTER 10 (PERFORMANCE STANDARDS), SECTION 4 (SPECIFIC USE REGULATIONS), SUBSECTION A, TO ADD LANGUAGE TO CITY CODE IDENTIFYING SPECIFIC REGULATIONS AND REQUIREMENTS FOR BEEKEEPING OPERATING UNDER SIC 0279-9901

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

Section 1. Amendment. Title 9: *Zoning*, Chapter 5: *Agricultural/Open Space and Residential Zoning Districts*, Section 8: *Open Space/Agricultural and Residential Use Regulations*, Subsection C *Use Matrices*, Table 5.3: *Agricultural Uses/Animal Keeping* is hereby amended by adding the following italicized and bolded text:

TABLE 5.3 AGRICULTURAL USES/ANIMAL KEEPING									
Land Uses	OS	RE	RS	R-1	SF-CR	SF-VJ	MH	RM	RH
Animal husbandry									
Animal, wild by nature	Pc	Pc							
Dogs and cats	P	P	P	P	P	P	P	P	P
Other household pets	P	P	P	P	P	P	P	P	P
01Agricultural production - crops	P	P	P	P	P	P	P	P	P
02Agricultural production - livestock and animal specialties	P	Pc							
<i>0279-9901 - Apiary (bee and honey farm/Beekeeping)</i>	P	P	P	P	P	P	P		
5421Fruit and vegetable markets	Pc	Pc							

Section 2. Amendment. Title 9: Zoning, Chapter 10: Performance Standards, Section 4: Specific Use Regulations, Subsection 'A' is hereby amended by adding a #17 and the following italicized and bolded text:

17. Beekeeping: In those districts in which SIC 0279-9901 is allowed, the following regulations shall apply to beekeeping operations:

- a. Beekeeping shall only be allowed on property owned by the beekeeper or on property owned by a third party for which the beekeeper has written authorization from the property owner allowing for the keeping of bees;***
- b. Honeybee colonies shall be kept in hives with removable frames, with said hives kept in sound and usable condition;***
- c. A maximum of two (2) hives shall be permitted on a property one (1) acre or smaller in size, while a maximum of ten (10) hives shall be permitted on a property larger than one (1) acre in size;***
- d. Hives shall not be located in the front or side yard;***
- e. A source of water shall be readily available to the bees within the property that the beehives are located at all times during the year in which the bees are active;***
- f. When a hive is situated within twenty-five feet (25') of a property line, as measured from the nearest point on the hive to the property line, the beekeeper shall establish and maintain a flyway barrier parallel to the property line(s) which is a minimum of six feet (6') in height consisting of a solid wall of a building, fence, dense vegetation or combination thereof. Said flyway barrier shall extend a minimum of twelve feet (12') beyond the hive in all directions so that all bees are forced to fly at an elevation of at least six feet (6') above ground level over the property line(s) in vicinity of the apiary. Dense vegetation used as a flyway barrier may exceed a height of six feet (6'); however, said vegetation shall be a minimum of six feet (6') in height at the time that beehives are located on the property. A building permit shall be obtained prior to construction of any building or fence;***
- g. As recommended by the Iowa State Apiarist, the beekeeper shall incorporate best management practices in the beekeeping operation at all times, including practicing proper management and manipulation of colonies to remedy swarming and/or aggressive colonies.***
- h. In the event that a beekeeping operation is determined to be in violation of this Code with regard to the above regulations, the beekeeper and/or property owner shall be given written notice of the violation and be allowed fourteen (14) days from the date of the notice to correct the violation. If the property is not brought into compliance within fourteen (14) days, the hives shall be immediately removed from the property.***

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 _____, 2016, and approved this _____ day of _____, 2016.

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 _____, 2016, and was published in the Des Moines Register on _____, 2016.

Ryan T. Jacobson
City Clerk

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

6(d)

DATE: March 7, 2016

ITEM: Resolution – Conveyance of property to Community Business Lenders Service Company, LLC

FINANCIAL IMPACT: None

SYNOPSIS: On November 17, 2014 the West Des Moines City Council approved the vacation of public right-of-way that was platted as part of Corrected Michael’s Landing Plat 1 in Woodland Hills. Vacation of the right-of-way was done in conjunction with the realignment of public streets in the area and the re-platting of a portion of Plat 1 for use in Corrected Michael’s Landing Plat 3. KH Development, LC, the developer of Plat 3, and Community Business Lenders Service Company, LLC, the owner of the adjacent Outlot ‘S’ in Plat 1, have requested conveyance of the vacated right-of-way to Community Business Lenders Service Company for use in controlling stormwater on both properties. KH Development and Community Business Lenders Service Company have dedicated or will be required to dedicate at no cost to the City similar-sized parcels for use as public right-of-way in conjunction with continued development of each property.

RECOMMENDATION:

Approve - Resolution authorizing the conveyance of property from the City of West Des Moines to Community Business Lenders Service Company, LLC

Lead Staff Member: Richard J. Scieszinski, City Attorney

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	Des Moines Register
Dates(s) Published	March 2, 2016

SUBCOMMITTEE REVIEW (if applicable)

Committee	None
Date Reviewed	
Recommendation	

Prepared by/Return to: R.J. Scieszinski, City Attorney, P.O. Box 65320, W. Des Moines, IA 515-222-3523

RESOLUTION NO. _____

**RESOLUTION OPENING AND CLOSING PUBLIC HEARING AND APPROVING
CONVEYANCE OF PROPERTY TO COMMUNITY BUSINESS LENDERS SERVICE
COMPANY, LLC**

WHEREAS, on November 17, 2014 the City of West Des Moines vacated Street Lot “J”, Corrected Michael’s Landing Plat 1, an Official Plat, City of West Des Moines, Dallas County, Iowa as public right-of-way; and

WHEREAS, the property had been previously dedicated to the City for use as public right-of-way by the predecessor of KH Development, L.C., an Iowa limited liability company; and

WHEREAS, in conjunction with the development by KH Development, LC and Community Business Lenders Service Company, LLC of Michael’s Landing Plat 3 and Outlot “S” in Corrected Michael’s Landing Plat 1, Official Plats in the City of West Des Moines, Dallas County, Iowa, respectively, the City has agreed to convey the vacated property previously dedicated to the City as right-of-way to Community Business Lenders Service Company, LLC for use in controlling stormwater in the developments; and

WHEREAS, pursuant to Code of Iowa Sections 362.3 and 364.7, publication of notice for conveyance of the property from the City of West Des Moines to Community Business Lenders Service Company, LLC, attached hereto as Exhibit "A" has been made; and

WHEREAS, this being the time and place for the public hearing regarding the 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 convey the property to Community Business Lenders Service Company, LLC.

**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. Conveyance of the property legally-described on the attached Exhibit "A" from the City of West Des Moines to Community Business Lenders Service Company, LLC, an Iowa limited liability company, is approved.
3. The Mayor is authorized to sign a quitclaim deed conveying the property to Community Business Lenders Service Company, LLC, and the City Clerk is directed to attest to his signature.

PASSED AND APPROVED this 7th day of March, 2016.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

NOTICE OF PUBLIC HEARING

The West Des Moines City Council will hold a public hearing at 5:35 p.m. on March 7, 2016 at the West Des Moines City Hall Council Chambers, 4200 Mills Civic Parkway, West Des Moines, Iowa to consider the conveyance to Community Business Lenders Service Company, LLC of the following property generally described as:

The remainder of Street Lot "J", Corrected Michael's Landing Plat 1, an Official Plat vacated by West Des Moines city ordinance on November 17, 2014 and not previously conveyed to KH Development, LC by quitclaim deed on November 30, 2015 as shown in Book 2015, Page 19167 in the Office of the Dallas County, Iowa Recorder.

Any interested person may appear at the hearing and be heard regarding the proposal. A detailed location map and complete legal description showing the property may be obtained at West Des Moines City Hall, 4200 Mills Civic Parkway, West Des Moines, Iowa.

CITY OF WEST DES MOINES, IOWA

By: _____
Ryan T. Jacobson, City Clerk

Published in the Des Moines Register on _____, 2016.

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

DATE: March 7, 2016

ITEM:

- Public Hearing (5:35 p.m.)
2016 PCC Reconstruction Program

FINANCIAL IMPACT:

The Engineering Estimate of construction cost was estimated to be \$848,565.00 for the 2016 PCC Reconstruction Program. There were three (3) bids submitted with the low bid of \$647,874.80 being submitted by Concrete Technologies, Inc. of Grimes, Iowa. Payments will be made from budgeted account no. 4295.75.820.6.7910.

BACKGROUND:

The 2016 PCC Reconstruction Program is for the street reconstruction of 2nd Street from Walnut Street to Vine Street and 7th Street from Railroad Avenue to Maple Street. The project includes street pavement removal, 6" reinforced P.C.C. pavement with integral curb, subgrade preparation, granular subbase, driveway pavement storm sewer, subdrain, sewer and drainage structures, fixture adjustments, sidewalk pavement, erosion control, restoration, survey, traffic control, and other miscellaneous associated work. This project is scheduled to be completed by October 31, 2016.

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: Jeff Nash, P.E. *JLN*

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>RTG</i>

PUBLICATION(S) (if applicable)

Published In	<i>Des Moines Register</i>
Dates(s) Published	<i>February 26, 2016</i>

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Works		
Date Reviewed	February 29, 2016		
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 February 22, 2016 Plans, Specifications, Form of Contract, and Estimate of Cost were filed with the City Clerk for the following described public improvement:

**2016 PCC Reconstruction Program
Project No. 0510-008-2016**

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 7th day of **March, 2016**.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson
City Clerk

RESOLUTION

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST DES MOINES,
APPROVING Awarding Contract**

WHEREAS, the City Council of the City of West Des Moines has heretofore directed advertisement for bids for the following described public improvement:

**2016 PCC Reconstruction Program
Project No. 0510-008-2016**

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. in the amount of \$647,874.80 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 2016 PCC Reconstruction Program is hereby awarded to Concrete Technologies, Inc. in the amount of \$647,874.80 and the bond of said bidder for the project is hereby fixed in the same amount.

BE IT FURTHER RESOLVED that the City Engineer is authorized and directed to return bid bond(s) and/or check(s) to any unsuccessful bidder.

BE IT FURTHER RESOLVED that work on said project may commence as soon as the final contract and bond have been approved by the City Engineer and have been signed by the City Manager or Deputy City Manager after the contractor is given a written notice to proceed by the City Engineer.

PASSED AND ADOPTED this 7th day of **March, 2016**.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson
City Clerk

City of West Des Moines
 2016 PCC Reconstruction Project
 West Des Moines, IA #0510-008-2016

TABULATION OF BIDS
 Wednesday, March 2 @ 2:00p.m.



Bolton & Menk, Inc.
 Des Moines, IA

Line No.	Description	Unit	Quantity	Engineer's Estimate		Concrete Technologies, Inc Grimes		Alliance Construction Group Grimes, IA		Hawkeye Paving, Corp. Bettendorf, IA	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	TRAFFIC CONTROL	LS	1	\$10,000.00	\$10,000.00	\$4,095.00	\$4,095.00	\$9,500.00	\$9,500.00	\$8,000.00	\$8,000.00
2	MOBILIZATION	LS	1	\$62,900.00	\$62,900.00	\$83,000.00	\$83,000.00	\$79,000.00	\$79,000.00	\$50,000.00	\$50,000.00
3	CLEARING AND GRUBBING	LS	1.00	\$4,500.00	\$4,500.00	\$5,250.00	\$5,250.00	\$6,000.00	\$6,000.00	\$4,000.00	\$4,000.00
4	TOPSOIL STRIPPING, SALVAGING & SPREAD	CY	900	\$12.00	\$10,800.00	\$4.20	\$3,780.00	\$6.00	\$5,400.00	\$20.00	\$18,000.00
5	EXCAVATION, CLASS 10	CY	3443	\$15.00	\$51,645.00	\$6.30	\$21,690.90	\$8.00	\$27,544.00	\$14.00	\$48,202.00
6	SUBGRADE PREPARATION	SY	4850	\$4.00	\$19,400.00	\$2.10	\$10,185.00	\$3.25	\$15,762.50	\$2.00	\$9,700.00
7	GRANULAR SUBBASE, TYPE A	SY	4850	\$10.00	\$48,500.00	\$10.00	\$48,500.00	\$11.00	\$53,350.00	\$15.00	\$72,750.00
8	SUBGRADE FLY ASH TREATMENT, NON-SPECIFIED LOCATION	TON	125	\$90.00	\$11,250.00	\$158.00	\$19,750.00	\$150.00	\$18,750.00	\$50.00	\$6,250.00
9	REMOVALS, ABANDON UTILITY PIPES & LINES, 4 IN. DIA.	LF	250	\$15.00	\$3,750.00	\$10.50	\$2,625.00	\$10.00	\$2,500.00	\$10.00	\$2,500.00
10	REPLACEMENT OF UNSUITABLE BACKFILL MATERIAL	CY	200	\$40.00	\$8,000.00	\$8.25	\$1,650.00	\$5.00	\$1,000.00	\$30.00	\$6,000.00
11	STORM SEWER, TRENCHED, DIP, 10 IN.	LF	52	\$100.00	\$5,200.00	\$89.25	\$4,641.00	\$90.00	\$4,680.00	\$105.00	\$5,460.00
12	STORM SEWER, TRENCHED, DIP, 12 IN.	LF	26	\$135.00	\$3,510.00	\$115.50	\$3,003.00	\$120.00	\$3,120.00	\$145.00	\$3,770.00
13	STORM SEWER, TRENCHED, RCP, 15 IN.	LF	611	\$60.00	\$36,660.00	\$47.25	\$28,869.75	\$50.00	\$30,550.00	\$80.00	\$48,880.00
14	SUBDRAIN, HDPE, 8 IN.	LF	2806	\$20.00	\$56,120.00	\$15.75	\$44,194.50	\$16.00	\$44,896.00	\$18.00	\$50,508.00
15	SUBDRAIN CLEANOUT, PVC RISER, 8 IN.	EA	10	\$750.00	\$7,500.00	\$500.00	\$5,000.00	\$500.00	\$5,000.00	\$1,000.00	\$10,000.00
16	SUBDRAIN OUTLET, CORRUGATED CMP	EA	14	\$750.00	\$10,500.00	\$210.00	\$2,940.00	\$250.00	\$3,500.00	\$600.00	\$8,400.00
17	SUBDRAIN OUTLET, DOUBLE WYE, PVC	EA	1	\$750.00	\$750.00	\$378.00	\$378.00	\$400.00	\$400.00	\$1,000.00	\$1,000.00
18	LOWER PRIVATE WATER SERVICE LINE	EA	8	\$2,000.00	\$16,000.00	\$255.00	\$2,040.00	\$500.00	\$4,000.00	\$500.00	\$4,000.00
19	FIRE HYDRANT ADJUSTMENT	EA	2	\$2,400.00	\$4,800.00	\$1,575.00	\$3,150.00	\$3,200.00	\$6,400.00	\$5,800.00	\$11,600.00
20	INTAKE, TYPE M-D (DOUBLE GRATE)	EA	3	\$4,000.00	\$12,000.00	\$5,250.00	\$15,750.00	\$5,000.00	\$15,000.00	\$5,800.00	\$17,400.00
21	INTAKE, TYPE M-E, SPECIAL, (DOUBLE GRATE, FLUSH-TOP MF)	EA	1	\$8,000.00	\$8,000.00	\$6,300.00	\$6,300.00	\$6,500.00	\$6,500.00	\$7,900.00	\$7,900.00
22	MANHOLE ADJUSTMENT, MINOR	EA	1	\$750.00	\$750.00	\$525.00	\$525.00	\$500.00	\$500.00	\$2,900.00	\$2,900.00
23	CONNECTION TO EXISTING MANHOLE	EA	1	\$2,000.00	\$2,000.00	\$525.00	\$525.00	\$500.00	\$500.00	\$1,000.00	\$1,000.00
24	CONNECTION TO EXISTING INTAKE	EA	1	\$2,000.00	\$2,000.00	\$525.00	\$525.00	\$750.00	\$750.00	\$1,000.00	\$1,000.00
25	PAVEMENT, REINFORCED PCC, 6 IN.	SY	4203	\$55.00	\$231,165.00	\$42.25	\$177,576.75	\$47.00	\$197,541.00	\$56.00	\$235,368.00
26	STANDARD CURB, PCC, 6 IN.	LF	176	\$25.00	\$4,400.00	\$27.50	\$4,840.00	\$15.00	\$2,640.00	\$52.00	\$9,152.00
27	SEWALK/DRIVEWAY REMOVAL & DISPOSAL	SY	1549	\$10.00	\$15,490.00	\$8.40	\$13,011.60	\$9.00	\$13,941.00	\$6.00	\$9,294.00
28	SEWALK, PCC, 4 IN.	SY	130	\$50.00	\$6,500.00	\$32.50	\$4,225.00	\$40.00	\$5,200.00	\$34.00	\$4,420.00
29	DETECTABLE WARNING	SF	18	\$45.00	\$810.00	\$756.00	\$756.00	\$630.00	\$630.00	\$40.00	\$720.00
30	DRIVEWAY, PAVED, PCC, 6 IN.	SY	1344	\$55.00	\$73,920.00	\$42.00	\$56,448.00	\$45.00	\$60,480.00	\$65.00	\$87,360.00
31	REMOVAL OF PAVEMENT	SY	4092	\$10.00	\$40,920.00	\$8.40	\$34,372.80	\$10.00	\$40,920.00	\$6.00	\$24,552.00
32	SOD	SQ	365	\$100.00	\$36,500.00	\$47.25	\$17,246.25	\$53.00	\$20,075.00	\$50.00	\$18,250.00
33	TEMPORARY IRRIGATION	LS	1	\$5,000.00	\$5,000.00	\$4,725.00	\$4,725.00	\$5,000.00	\$5,000.00	\$15,000.00	\$15,000.00
34	SWPPP PREPARATION	LS	1	\$2,500.00	\$2,500.00	\$25.00	\$25.00	\$500.00	\$500.00	\$1,500.00	\$1,500.00
35	SWPPP MANAGEMENT	LS	1	\$5,000.00	\$5,000.00	\$2,625.00	\$2,625.00	\$3,000.00	\$3,000.00	\$1,500.00	\$1,500.00
36	FILTER SOCKS, 8 IN.	LF	2200	\$4.00	\$8,800.00	\$2.10	\$4,620.00	\$2.00	\$4,400.00	\$1.00	\$2,200.00
37	INLET PROTECTION DEVICE, FILTER SOCK, 8 IN.	EA	13	\$150.00	\$1,950.00	\$42.00	\$546.00	\$40.00	\$520.00	\$50.00	\$650.00
38	INLET PROTECTION DEVICE, MAINTENANCE	EA	13	\$25.00	\$325.00	\$26.25	\$341.25	\$25.00	\$25.00	\$50.00	\$650.00
39	CONSTRUCTION SURVEY	LS	1	\$18,000.00	\$18,000.00	\$4,985.00	\$4,985.00	\$5,500.00	\$5,500.00	\$8,000.00	\$8,000.00
40	PAINTED PAVEMENT MARKINGS, SOLVENT/WATERBORNE	STA	3	\$250.00	\$750.00	\$368.00	\$1,104.00	\$350.00	\$1,050.00	\$350.00	\$1,050.00
TOTAL BASE BID					\$848,565.00	\$647,874.80	\$703,124.50	\$815,486.00			

3-MAR-16
 HWDSMIAA131110526_Plane-Specs_Eid_Tubulation[111052 Bid Tubulation 2016 PCC Reconstruction.xlsx]Bid Tubulation

Denotes Math Error on Proposal

I hereby certify that this is a true and correct tabulation of bids received March 2, 2016 for the 2016 PCC Reconstruction Project - City of West Des Moines, Iowa.

Charles N Kahlsdorf

Charles N Kahlsdorf, P.E. Reg. No. 23243

03/03/2016
 Date



VICINITY MAP



LEGEND

- PROJECT LOCATION ●
- PROJECT LOCATION ▬



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

PROJECT: **2016 PCC Reconstruction Program
0510-008-2016**

LOCATION: **2nd Street-Vine Street to Walnut Street and
7th Street-Railroad Ave to Maple Street**

DRAWN BY: RLC

DATE: 2/10/2016

SHT. 1 OF 1

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

DATE: March 7, 2016

ITEM:

- Public Hearing (5:35 p.m.)
2014 Street Rehabilitation Sidewalk Ramp Program

FINANCIAL IMPACT:

The Engineering Estimate of construction cost was estimated to be \$178,301.00 for the 2014 Street Rehabilitation Sidewalk Ramp Program. There were three (3) bids submitted with the lowest most responsive bid of \$172,053.00 being submitted by McGreger Corporation of Waukee, Iowa. Payments will be made from budgeted account no. 4245.75.820.6.7910 (Division 1) and 6996.75.840.6.7910 (Division 2).

A bid of \$119,107.72 was submitted for this project from Midwest Pipeline of Carroll, Iowa. There were concerns with this contractor having the adequate experience for this project's scope. This bidder elected to defer their bid to allow for the second low bidder to be awarded this project.

BACKGROUND:

The 2014 Street Rehabilitation Sidewalk Ramp Program Division 1 for the project includes replacing 42 sidewalk ramps adjacent to City streets. Division 2 for the project includes replacing 8 pedestrian sidewalk ramps for the City Parks trail system. The U.S. Department of Justice requires cities to make sidewalk ramps adjacent to the street construction, including certain rehab work, Americans with Disabilities Act (ADA) compliant. The majority of the ramps being replaced with this project are mostly adjacent to the streets in the City's 2014 HMA Resurfacing Program. This project is scheduled to be completed by August 1, 2016.

RECOMMENDATION:

City Council Adopt:

- Resolution Adopting Plans, Specifications, Form of Contract, and Estimate of Costs;
- Motion receiving and filing Report of Bids;
- Resolution Awarding the Construction Contract to McGreger Corporation of Waukee, Iowa

Lead Staff Member: Jeff Nash, P.E. *JEN*

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	<i>Des Moines Register</i>
Dates(s) Published	<i>February 26, 2016</i>

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Works		
Date Reviewed	February 29, 2016		
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 February 22, 2016 Plans, Specifications, Form of Contract, and Estimate of Cost were filed with the City Clerk for the following described public improvement:

**2014 Street Rehabilitation Sidewalk Ramp Program
Project No. 0510-028-2014**

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 7th day of **March, 2016**.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson
City Clerk

RESOLUTION

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST DES MOINES,
APPROVING Awarding Contract**

WHEREAS, the City Council of the City of West Des Moines has heretofore directed advertisement for bids for the following described public improvement:

**2014 Street Rehabilitation Sidewalk Ramp Program
Project No. 0510-028-2014**

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 the McGreger Corporation in the amount of \$172,053.00 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 Street Rehabilitation Sidewalk Ramp Program is hereby awarded to the McGreger Corporation of Waukee, Iowa in the amount of \$172,053.00 and the bond of said bidder for the project is hereby fixed in the same amount.

BE IT FURTHER RESOLVED that the City Engineer is authorized and directed to return bid bond(s) and/or check(s) to any unsuccessful bidder.

BE IT FURTHER RESOLVED that work on said project may commence as soon as the final contract and bond have been approved by the City Engineer and have been signed by the City Manager or Deputy City Manager after the contractor is given a written notice to proceed by the City Engineer.

PASSED AND ADOPTED this 7th day of **March, 2016**.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson
City Clerk

City of West Des Moines
 2014 Street Rehab Sidewalk Ramp Program
 West Des Moines, IA #0510-028-2014

TABULATION OF BIDS
 Wednesday, March 2 @ 2:00p.m.



Bolton & Menk, Inc.
 Des Moines, IA

Line No.	Description	Unit	Quantity	Engineer's Estimate		Midwest Pipeline*		McGregor Corp		TZack Concrete, Inc	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
Division 1											
1	TRAFFIC CONTROL	LS	1	\$15,000.00	\$15,000.00	\$4,500.00	\$4,500.00	\$5,000.00	\$5,000.00	\$7,500.00	\$7,500.00
2	MOBILIZATION	LS	1	\$12,000.00	\$12,000.00	\$6,500.00	\$6,500.00	\$12,500.00	\$12,500.00	\$7,500.00	\$7,500.00
3	TOPSOIL OFFSITE	LS	1.00	\$1,500.00	\$1,500.00	\$2,500.00	\$2,500.00	\$1,000.00	\$1,000.00	\$4,000.00	\$4,000.00
4	EXCAVATION, CLASS 13	LS	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$2,500.00	\$2,500.00	\$4,000.00	\$4,000.00
5	WATER VALVE ADJUSTMENT (MINOR)	EA	7	\$350.00	\$2,450.00	\$300.00	\$2,100.00	\$50.00	\$350.00	\$4,000.00	\$4,000.00
6	MANHOLE ADJUSTMENT (MINOR)	EA	4	\$800.00	\$3,200.00	\$900.00	\$3,600.00	\$250.00	\$1,000.00	\$1,050.00	\$1,050.00
7	STANDARD CURB, FCC, 6"	LF	34	\$60.00	\$2,040.00	\$15.00	\$510.00	\$70.00	\$2,380.00	\$550.00	\$2,200.00
8	CURB AND GUTTER, FCC	LF	628	\$35.00	\$21,980.00	\$15.00	\$9,420.00	\$37.50	\$23,550.00	\$45.00	\$1,530.00
9	REMOVAL OF CONCRETE	SY	721	\$12.00	\$8,652.00	\$12.36	\$8,911.56	\$17.00	\$12,257.00	\$18.00	\$12,978.00
10	SIDEWALK, PCC, 4"	SY	402	\$35.00	\$14,070.00	\$38.50	\$15,477.00	\$53.00	\$21,306.00	\$120.00	\$48,240.00
11	SIDEWALK, PCC, 6"	SY	217	\$75.00	\$16,275.00	\$52.50	\$11,392.50	\$85.00	\$18,445.00	\$120.00	\$26,040.00
12	TRAIL REINFORCED FCC, 6"	SY	41	\$85.00	\$3,485.00	\$43.50	\$1,783.50	\$123.00	\$5,043.00	\$60.00	\$2,460.00
13	DETECTABLE WARNING	SF	420	\$35.00	\$14,700.00	\$25.00	\$10,500.00	\$40.00	\$16,800.00	\$42.00	\$17,640.00
14	FULL DEPTH PATCH, FCC	SY	29	\$100.00	\$2,900.00	\$80.00	\$2,320.00	\$120.00	\$3,480.00	\$120.00	\$3,480.00
15	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING	SF	4873	\$0.30	\$1,461.90	\$0.07	\$341.11	\$1.00	\$4,873.00	\$1.00	\$4,873.00
16	TRAFFIC HANDHOLD RELOCATION	EA	1	\$4,000.00	\$4,000.00	\$250.00	\$250.00	\$1,800.00	\$1,800.00	\$550.00	\$550.00
Division 2											
1	TRAFFIC CONTROL	LS	1	\$3,000.00	\$3,000.00	\$1,500.00	\$1,500.00	\$3,500.00	\$3,500.00	\$5,000.00	\$5,000.00
2	MOBILIZATION	LS	1	\$4,000.00	\$4,000.00	\$2,500.00	\$2,500.00	\$4,500.00	\$4,500.00	\$5,000.00	\$5,000.00
3	TOPSOIL OFFSITE	LS	1	\$500.00	\$500.00	\$2,500.00	\$2,500.00	\$1,000.00	\$1,000.00	\$2,000.00	\$2,000.00
4	EXCAVATION, CLASS 13	LS	1	\$1,500.00	\$1,500.00	\$5,000.00	\$5,000.00	\$2,500.00	\$2,500.00	\$2,000.00	\$2,000.00
8	CURB AND GUTTER, FCC	LF	110	\$35.00	\$3,850.00	\$15.00	\$1,650.00	\$37.50	\$4,125.00	\$35.00	\$3,850.00
9	REMOVAL OF CONCRETE	SY	323	\$12.00	\$3,876.00	\$12.36	\$3,992.28	\$20.00	\$6,460.00	\$18.00	\$5,814.00
12	TRAIL REINFORCED FCC, 6"	SY	318	\$85.00	\$27,030.00	\$43.50	\$13,833.00	\$32.00	\$10,176.00	\$55.00	\$17,490.00
13	DETECTABLE WARNING	SF	146	\$35.00	\$5,110.00	\$25.00	\$3,650.00	\$40.00	\$5,840.00	\$40.00	\$5,840.00
15	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING	SF	2110	\$0.30	\$633.00	\$0.07	\$147.70	\$1.00	\$2,110.00	\$1.00	\$2,110.00
TOTAL BASE BID				\$186,252.90		\$119,107.72		\$172,053.00		\$211,985.00	

4-Mar-16
 R:\WDSMA\A\131110536_Plane-Spec\B_Bid Tabulation\111053 Bid Tabulation 2014 Street Rehab.xlsx\Bid Tabulation

Denotes Math Error on Proposal
 * Midwest Pipeline's Proposal did not meet the requirements set forth in the construction documents.

I hereby certify that this is a true and correct tabulation of bids received March 2, 2016 for the 2014 Street Rehab Sidewalk Ramp Program- City of West Des Moines, Iowa.

Charles N Kahledorf

Charles N Kahledorf, P.E. Reg. No. 23243

03/04/2016

Date

Pinegar, Kimberly

From: Nash, Jeff
Sent: Friday, March 04, 2016 1:12 PM
To: Scieszinski, Richard; Hodne, Bret; Scott, Gary; Wittstock, Duane; Stiles, Tim
Cc: Carpenter, Clint; Sadler, David; Pinegar, Kimberly; Chadd Kahlsdorf
Subject: FW: 2014 SW Rehab - Bid Evaluation 0510-028-2014
Attachments: VICINITY MAP_2016.02.12-PEDESTRIAN RAMPS-v2.pdf; 111053 Bid Tabulation 2014 Street Rehab.pdf; Award Contract - 2014 Street Rehab Sidewalk Ramp.docx

FYI.

The City let the 2014 Street Rehab Sidewalk Ramp Program for bidding on March 2, 2016. The scope of this project is to replace sidewalk and trail pedestrian ramps adjacent to previous City construction projects to make the ramps ADA compliant per federal and state regulations. The Public Works and Parks Department collaborated on this project.

The low bid as read for this project was from Midwest Pipeline of Carrol, Iowa with a bid of \$119,107.72. This bid was significantly low compared to the 2nd lowest bid from the McGregor Corporation of Waukee, Iowa with bid of \$172,053.00.

Due the lack of experience the low bidder appeared to have with ADA compliant pedestrian ramp work, the high profile and traffic locations on the project, and their bid being very low compared to the other bids, there are concerns if the low bidder fully understood the scope of the work and what is expected of him for doing the ADA ramp construction.

Bolton-Menk recommends in the below e-mail not accepting the low bid from Midwest Pipeline and accepting the 2nd low bid from the McGregor Corporation. Dave Sadler, Clint Carpenter and I agree with this recommendation. It is noted City has contracted construction projects in the past with the McGregor Corporation. According to City records, the McGregor Corporation appears to have had satisfactory performance on these projects.

I have discussed the above concerns and below recommendation with Jason McClellan, CEO with Midwest Pipeline. Jason McClellan stated based on the concerns, Midwest Pipeline would defer their bid for this project and allow the City to award this project the another contractor.

For reference. attached is the project bid tab, vicinity map, and the award pinkie that will be on the March 7th City Council meeting agenda.

If there are any comment regarding this recommendation, let me know.

Thanks!

Jeff Nash

From: Chadd Kahlsdorf [<mailto:chaddka@bolton-menk.com>]
Sent: Thursday, March 03, 2016 7:34 PM
To: Nash, Jeff <Jeff.Nash@wdm.iowa.gov>
Cc: Matthew Ferrier <mattfe@bolton-menk.com>
Subject: 2014 SW Rehab - Bid Evaluation

Jeff,

After reviewing the proposal provided by Midwest Pipeline for the 2014 SW Rehab Project, who was the low bidder, the following irregularities were found in their proposal:

- The proposal and the bid security were submitted in the same envelope contrary to the instructions provided in Section 6.1 in the Instruction to the Bidders.
- The project references were not sufficient to prove the company has the appropriate experience. Two references were submitted with the proposal and were contacted:
 - One reference is to a City of Urbandale sidewalk project. The project was awarded last week, based only upon low bidder. No recommendation on performance was able to be provided. Additionally the Proposal instruction states completed work should be used as a reference, and this reference does not meet this requirement.
 - The second reference from Northern Natural Gas, stated that they do work provide quality concrete work, but no project they have performed included ADA accessibility construction.

After reaching out to Midwest Pipeline for additional references specifically for accessibility construction projects, they stated that they do not have any project as Midwest Pipeline, but they do under different construction companies.

- The Proposal was not signed as required in Section 6.2 in the Instruction to the Bidders. The name of the representative was typed but not signed.
- The total bid submitted was significantly lower than the two other bids received from other contractors and the engineers estimate. Having a bid total significantly lower than the others bidders and the engineer's estimate may indicate a lack of understanding of the work scope. The possible lack of understanding increases the potential for disputes over materials, unit prices and ability to complete the project on schedule.

Based on the Criteria in Section 9, Evaluation of Bids, in the Instruction to Bidders:

“9.1 The Owner may consider such factors as Bid Price, experience and responsibility of Bidder, and similar factors in determining which Bid it deems to be in its best interest.

9.2 The Owner may reject any or all Bids, waive informalities, or technicalities in any Bid, and accept that Bid which it deems to be in its best interest.”

I recommend that Midwest Pipeline not be awarded the project based on the inability to prove they have the requisite experience and the significant variation in bid total. Due to the high profile nature of the project – work is to be done in high traffic areas, a highly visible project to the public and significant legal impact to the City of West Des Moines if done improperly – a lack of proven work experience and an increased potential contract disputes presents too great a risk to the project's successful completion.

Please let me know if you have any questions. Thank you.

Chadd Kahlsdorf P.E., PMP

Project Manager

Bolton & Menk, Inc.

Consulting Engineers & Surveyors

1301 Locust Street, Suite E

Des Moines, IA 50309

P: (515) 259-9190 ext. 3205

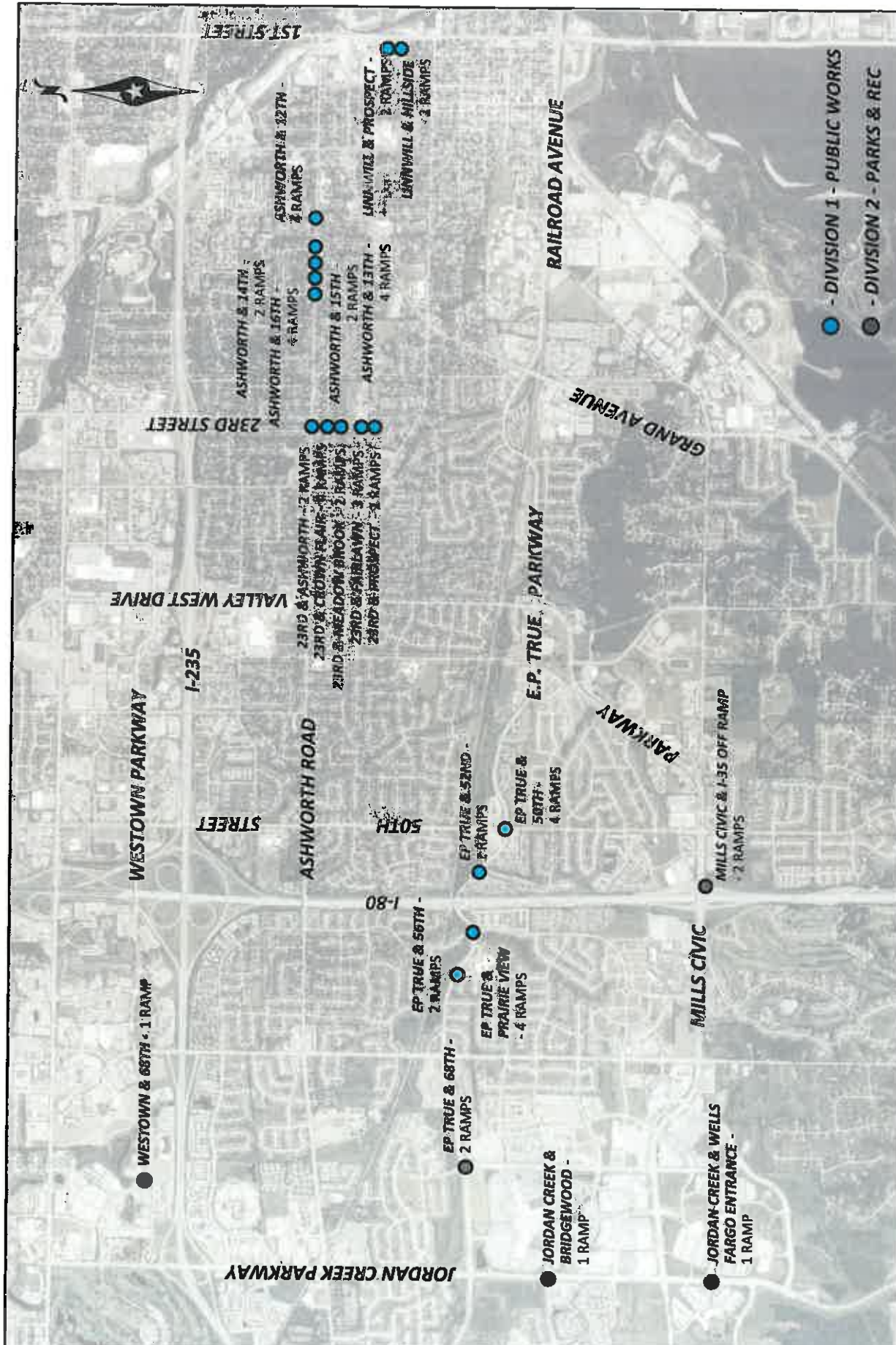
M: (515) 981-3791

F: (515) 233-4430

email: chaddka@bolton-menk.com

www.bolton-menk.com

This email has been scanned by the Symantec Email Security.cloud service.



BOLTON & MENK, INC.
 Consulting Engineers & Surveyors
 MANATO, MN; FAIRMONT, MN; SLEEPY EYE, MN; BURNSVILLE, MN; WILLMAR, MN;
 CHASKA, MN; RAINSEY, MN; MAPLEWOOD, MN; BAXTER, MN; ROCHESTER, MN;
 AMES, IA; SPENCER, IA; DES MOINES, IA; FARGO, ND

CITY OF WEST DES MOINES, IA
 2014 STREET REHAB SIDEWALK RAMP PROGRAM
 PROJ. NO. 510-028-2014
 VICINITY MAPS
 FEBRUARY, 2016

HORIZ. NOT TO SCALE

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FIGURE NO.1

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

Date: March 7, 2016

ITEM: Eldorado Estates Plat 1, 1450 S. Jordan Creek Parkway – Subdivide property into 14 lots for single family development, 1 street lot, and 1 outlot – Chayse Holdings, LLC – FP-002966-2016

RESOLUTION: Acceptance of Public Improvements and Approval and Release of Final Plat

FINANCIAL IMPACT: Undetermined.

BACKGROUND: The applicant, Chayse Holdings, LLC, represented by Chuck Bishop of Bishop Engineering, is requesting approval of a Final Plat for approximately 36 acres generally located at 1450 S. Jordan Creek Parkway. The applicant proposes to replat the existing Lot 2 of Roger’s Farm into 14 single-family detached residential estate lots, 1 street lot and 1 outlot for future roadway connection to the property to the south. The lots will be located on a cul-de-sac and will range in size from 1 acre to almost 7 acres.

The Eldorado Estates Preliminary Plat was reviewed and approved by the City Council on September 21, 2016. The proposed Final Plat is in general conformance with the Preliminary Plat.

CITY COUNCIL SUBCOMMITTEE: This item was presented to the Development and Planning City Council Subcommittee on January 25, 2016 as an informational item only. No discussion was had and no disagreement with the proposal was expressed.

OUTSTANDING ISSUES: There are no outstanding issues. The applicant has stated that they are in agreement with all of staff’s recommendations and conditions. Staff would note the following:

- **Right of Way Dedication:** A small portion of right of way for Eldorado Point is located off the subject property on the property immediately to the south of the Eldorado Estates Plat 1 property. The applicant is proposing to purchase a portion of this property from the current owner. This will be accomplished with the recording of a Plat of Survey, which is currently being reviewed by City staff. Once the parcel is owned by the applicant, the small portion of right-of-way will be dedicated to the City of West Des Moines. In addition, public utility easements on the Plat of Survey parcel adjacent to Eldorado Point will also be executed after they are acquired by the applicant. A condition of approval of the Final Plat is recommended that will only allow the construction of two residences within the Eldorado Estates plat until the Plat of Survey is approved and recorded and the right of way dedicated to the City.
- **Public Utility Easements:** Public utility easements (PUE) for private utilities, such as electric and telephone, are proposed along the front of the lots along Eldorado Point. City Code requires that PUE’s be located along the side or rear property lines. The applicant is proposing the PUE’s along the front because of the topography of the site and the intent to save as many trees as possible within the subdivision. Staff recommends a condition of approval allowing a waiver to the requirement that the PUE’s be located along the side or rear property lines.
- **Outlot Z:** In order to provide a future full access to Jordan Creek Parkway for the property south of the applicant’s property, the applicant is proposing a street connection to that property from the street through the applicant’s property (Eldorado Point). This connection is designated as an outlot that will be dedicated as right of way at such time that it is needed in the future. The outlot will be maintained by the Eldorado Estates homeowner’s association. An ingress/egress-cross access easement to provide access over Outlot Z is being dedicated with the Eldorado Estates Plat 1 final plat.
- **Parkland Dedication:** Parkland dedication requirements for the 14 single family lots being created was fulfilled by Knapp Properties with dedication of parkland in conjunction with the original Roger’s Farm platting.

As part of this approval, the Council is approving and accepting the following:

- Public improvements associated with the construction of Eldorado Point, public sanitary sewer, and public storm sewer;
- Surety for the installation of sidewalks adjacent to Eldorado Point;
- A deed for Street Lot A to be dedicated as public street right-of-way;
- Legal documents to establish public easements for ingress/egress, sanitary sewer and storm sewer;
- Storm Water Management Maintenance Facility Covenant and Permanent Easement Agreement for this property.

COMPREHENSIVE PLAN CONSISTENCY: The project has been reviewed for consistency with the Comprehensive Plan. Based upon that review, a finding has been made that the proposed project is consistent with the Comprehensive Plan in that the project is consistent with all of the goals and policies of the Comprehensive Plan and the land use map of the Comprehensive Plan.

RECOMMENDATION: Based upon the preceding review and a finding of consistency with the goals and policies of the Comprehensive Plan, staff recommends the City Council approve the Final Plat, Eldorado Estates Plat 1 to establish 14 lots for single family development, 1 public street lot and 1 outlot, subject to the applicant complying with all applicable City Code requirements and the following:

1. Only two (2) building permits shall be issued within the Eldorado Estates subdivision until the Plat of Survey to the south of Eldorado Estates is approved and recorded and the Eldorado Point right-of-way within the Plat-of-Survey boundary dedicated to the City of West Des Moines.
2. The City Council granting a waiver from the requirement that public utility easements be located along the side or rear property lines, but instead, the applicant be allowed to be placed along the front property line due to topography and to save existing trees.

Lead Staff Member: Brian Portz

Staff Reviews:

Department Director	<i>[Signature]</i>
Appropriations/Finance	
Legal	
Agenda Acceptance	<i>[Signature]</i>

PUBLICATION(S) (if applicable)

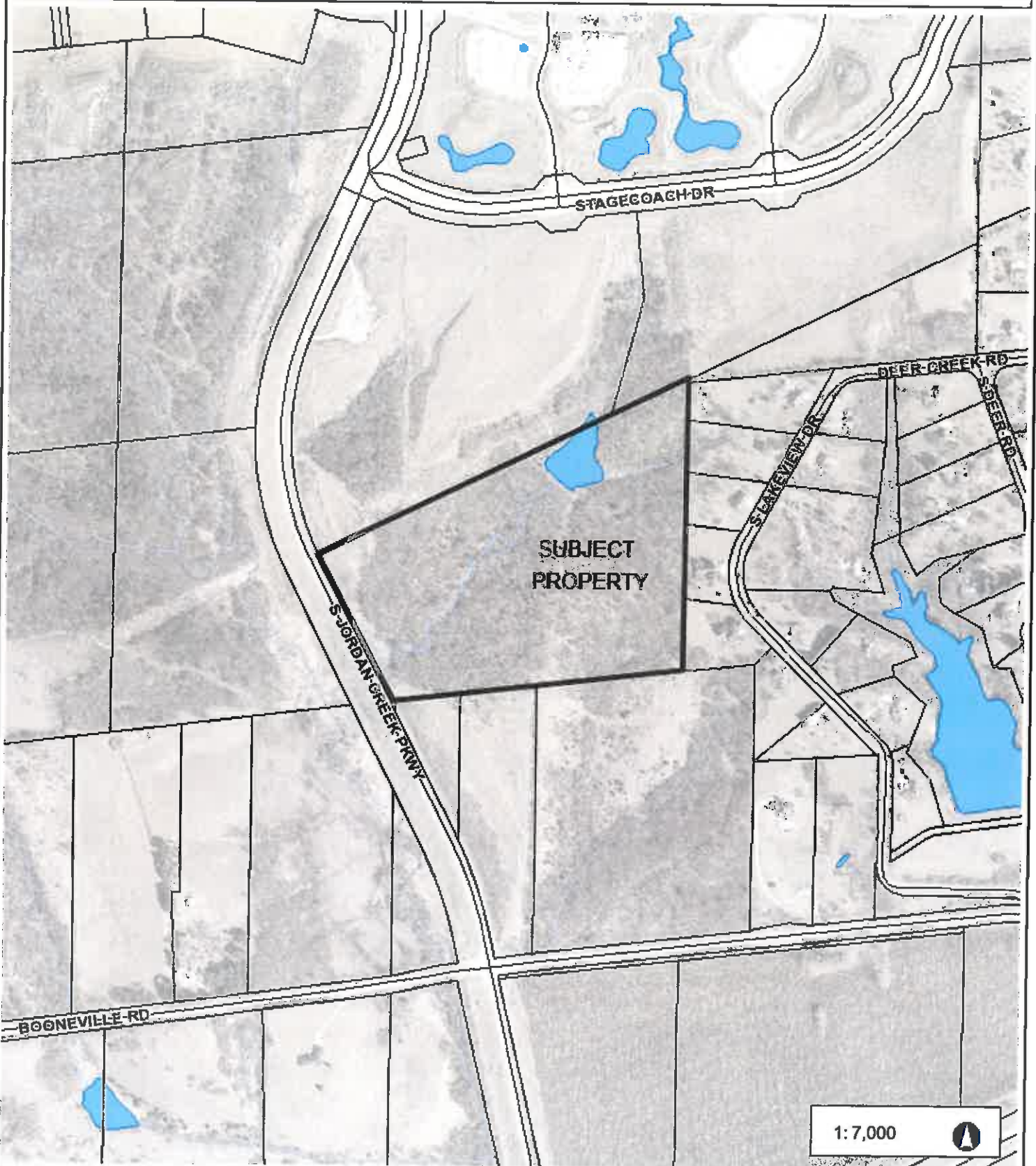
Published In	n/a
Date(s) Published	n/a
Letter sent to surrounding property owners	n/a

SUBCOMMITTEE REVIEW (if applicable)

Committee	Development & Planning		
Date Reviewed	January 15, 2016		
Recommendation	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Split <input type="checkbox"/>

ATTACHMENTS:

- Exhibit I - Location Map
- Exhibit II - Final Plat
- Exhibit III - Resolution: Accepting Public Improvements and Approval and Release of Final Plat
- Exhibit A - Conditions of Approval



1,166.7 0 583.33 1,166.7 Feet

NAD_1983_StatePlane_Iowa_South_FIPS_1402_Feet
© City of West Des Moines, Iowa

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

THIS MAP IS NOT TO BE USED FOR NAVIGATION

ELDORADO ESTATES PLAT 1 FINAL PLAT

EXHIBIT II

PROPERTY DESCRIPTION:
LOT 2, ROGERS FARM, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA. SAID TRACT OF LAND BEING SUBJECT TO AND TOGETHER WITH ANY AND ALL EASEMENTS OF RECORD SAID TRACT OF LAND CONTAINS 35.99 ACRES MORE OR LESS.

OWNER:
CHAYSE HOLDINGS LLC
773 NS 47TH PLACE
DES MOINES, IA 50313
ATTN: TOBY TORSTENSON
PH: (515)204-4325

PREPARED FOR:
ARROW PROPERTIES
475 ALICES ROAD, SUITE B
WAUKEE, IA 50263
ATTN: MARK TROST
PH: (515)225-1450

ENGINEER/SURVEYOR:
BISHOP ENGINEERING
ATTN: CHARLES BISHOP
3501 104TH ST.
URBANDALE, IA 50922
PH: (515) 276-0487

COMPREHENSIVE LAND USE:

EXISTING & PROPOSED:
LOW DENSITY RESIDENTIAL

EXISTING ZONING:

RUD

PROPOSED ZONING:

RUD

BULK REGULATIONS:

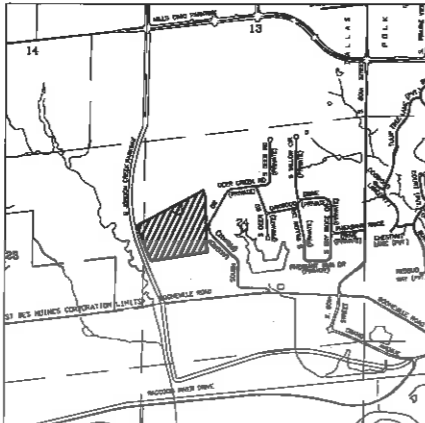
MINIMUM LOT SIZE: 40,000 SF
MINIMUM LOT WIDTH: 100 FEET AS MEASURED AT BUILDING SETBACK
FRONT YARD SETBACK: 35 FEET
REAR YARD SETBACK: 50 FEET
SIDE YARD SETBACK: 20 FEET
MINIMUM STREET FRONTAGE: 40 FEET

FLOODPLAIN:

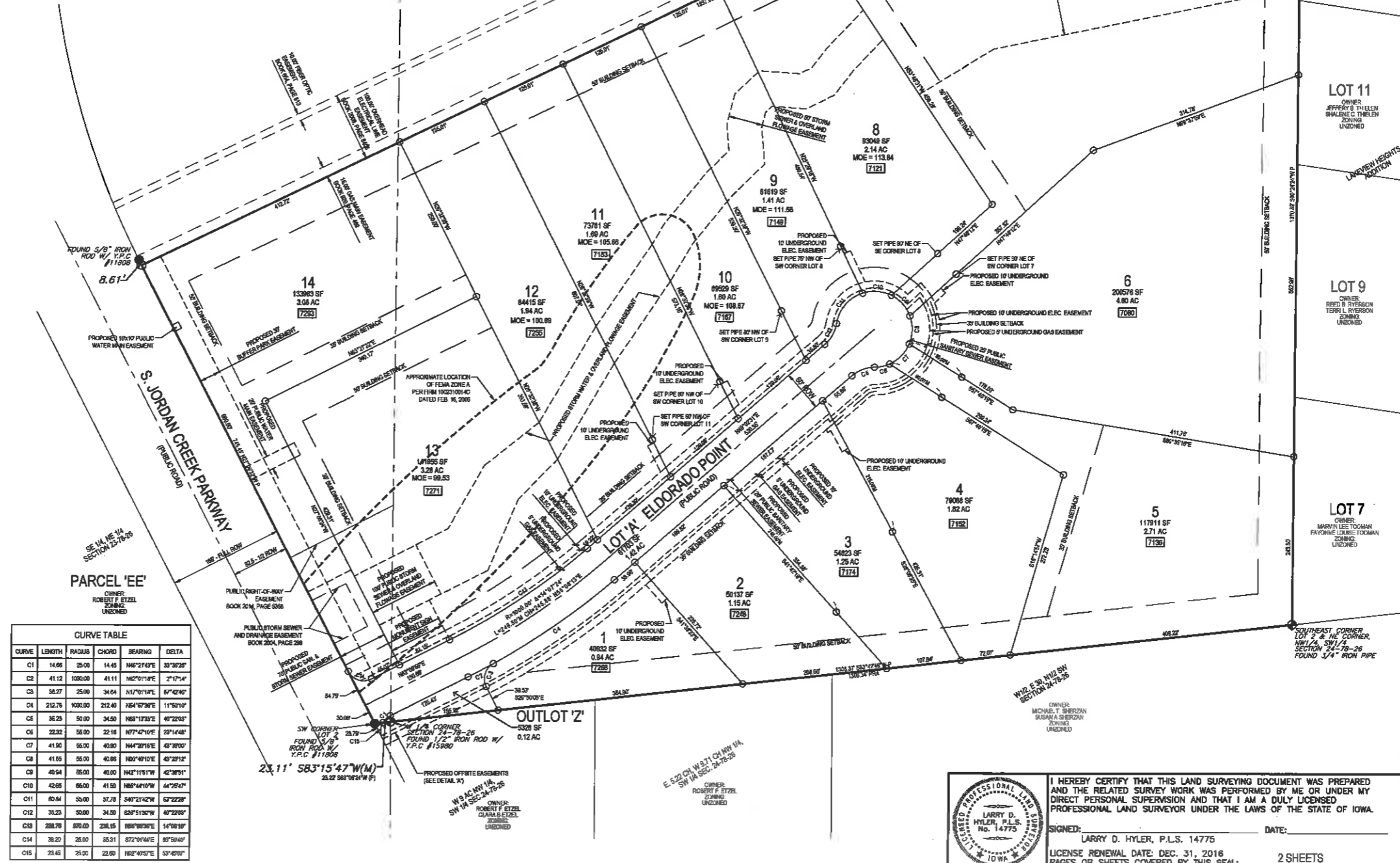
- THE EXISTING 100-YEAR FLOODPLAIN BOUNDARY IS SHOWN PER THE FLOOD INSURANCE RATE MAP (NUMBER 1902310014C) DATED FEBRUARY 18, 2006.
- THE DEVELOPER WILL FILE CLOMA WITH FEMA TO REDUCE THE FLOODPLAIN AREA DEPICTED ON THE CURRENT FLOOD INSURANCE MAPS FOR THE AREA.

PLAT NOTES:

- LOT 13 & 14 WILL HAVE A SHARED DRIVEWAY. DRIVEWAY MUST BE AT LEAST 75 FEET FROM BACK OF CURB ON S. JORDAN CREEK PARKWAY.
- OUTLOT Z IS AN UNBUILDABLE LOT AND SHALL BE MAINTAINED BY HOMEOWNERS ASSOCIATION.
- OUTLOT Z SHALL BE COVERED BY A CROSS ACCESS EASEMENT.
- HOUSE NUMBER IDENTIFICATION PLATES SHOULD BE LOCATED AT THE DRIVEWAY/STREET FOR ANY HOMES SETBACK FROM THE ROAD OR OTHERWISE NOT VISIBLE DUE TO VEGETATION.
- PRIVATE DETENTION FACILITIES AND STORM SEWER SHALL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
- THE 30' BUFFER PARK ALONG JORDAN CREEK PARKWAY WILL BE INSTALLED BY THE DEVELOPER AFTER THE GRADING HAS BEEN COMPLETED. THE BUFFER WILL BE MAINTAINED BY THE PROPOSED HOMEOWNERS ASSOCIATION FOR THE DEVELOPMENT. NO DRIVEWAYS OR STRUCTURES, INCLUDING SHEDS, FENCES, PLAY STRUCTURES, GAZEBOS, ETC. MAY BE CONSTRUCTED WITHIN THE BUFFER PARK EASEMENT.
- NO SINGLE FAMILY DRIVEWAYS ARE TO BE LOCATED DIRECTLY TO SOUTH JORDAN CREEK PARKWAY.
- ALL LOT CORNERS WILL BE SET WITH IRON PIPE WITHIN ONE YEAR OF RECORDING. ALL SET PIPE WILL BE MARKED WITH YELLOW PLASTIC IDENTIFICATION CAPS (#14775).
- THIS PLAT HAS AN ERROR OF CLOSURE OF LESS THAN 1.0 FEET IN 5,000 FEET. EACH LOT HAS AN ERROR OF CLOSURE OF LESS THAN 1.0 FEET IN 5,000 FEET.
- ALL BEARINGS ARE BASED ON AN ASSUMED MERIDIAN FOR COMPUTATION PURPOSES.
- A MINIMUM 10'-0" PUBLIC WATER MAIN EASEMENT SHALL BE GRANTED ON LOTS 5 & 7 IN THE FUTURE TO ALLOW FOR METER PIT INSTALLATION.
- MONUMENT SIGN AND ASSOCIATED LANDSCAPING SHALL BE MAINTAINED BY HOMEOWNERS ASSOCIATION.



VICINITY MAP
NOT TO SCALE



CURVE TABLE

CURVE	LENGTH	RADIUS	CHORD	BEARING	DELTA
C1	14.66	25.00	14.45	N62°21'42"E	30°32'28"
C2	41.12	1000.00	41.11	N82°01'18"E	2°17'14"
C3	38.27	25.00	34.64	N17°01'18"E	67°42'40"
C4	212.75	9500.00	212.40	N54°47'38"E	11°50'10"
C5	36.23	50.00	34.50	N66°17'32"E	49°22'03"
C6	22.82	50.00	22.18	N77°42'10"E	29°14'48"
C7	41.80	50.00	40.80	N44°20'18"E	49°39'00"
C8	41.85	50.00	40.85	N09°49'10"E	49°29'12"
C9	40.54	50.00	40.00	N42°11'13"W	42°39'11"
C10	42.65	60.00	41.50	N68°44'10"W	44°29'47"
C11	80.84	50.00	97.78	S40°21'42"W	67°22'28"
C12	35.23	50.00	34.50	S29°51'30"W	49°22'00"
C13	288.78	870.00	238.15	N69°39'38"E	14°09'10"
C14	38.20	25.00	35.31	S72°01'48"E	89°50'40"
C15	23.45	25.00	22.60	N02°40'52"E	53°49'10"

LEGEND:

- ⊕ SECTION CORNER-FOUND AS NOTED
- PROPERTY CORNER-3/4" IRON PIPE WITH YELLOW PLASTIC CAP ID #14775 OR FOUND AS NOTED
- SET 3/4" IRON PIPE WITH YELLOW PLASTIC CAP ID #14775
- M MEASURED DISTANCE
- P PLATTED DISTANCE
- R RECORDED DISTANCE
- P.R.A. PREVIOUSLY RECORDED AS
- R.O.W. RIGHT-OF-WAY
- P.O.C. POINT OF COMMENCEMENT
- P.G. PAGE
- P.G.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- P.P.A. PREVIOUSLY RECORDED AS
- P.U.E. PUBLIC UTILITY EASEMENT
- ROW RIGHT OF WAY
- MOE MINIMUM OPENING ELEVATION
- MSE MINIMUM BASEMENT ELEVATION
- NSG MINIMUM GRADE AT STRUCTURE
- S SOUTH
- E EAST
- W WEST

ABBREVIATIONS:

- AC ACRES
- BK BOOK
- EX EXISTING
- PG PAGE
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- P.P.A. PREVIOUSLY RECORDED AS
- P.U.E. PUBLIC UTILITY EASEMENT
- ROW RIGHT OF WAY
- SF SQUARE FEET
- SAN SANITARY
- TYP TYPICAL
- N NORTH
- S SOUTH
- E EAST
- W WEST



I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

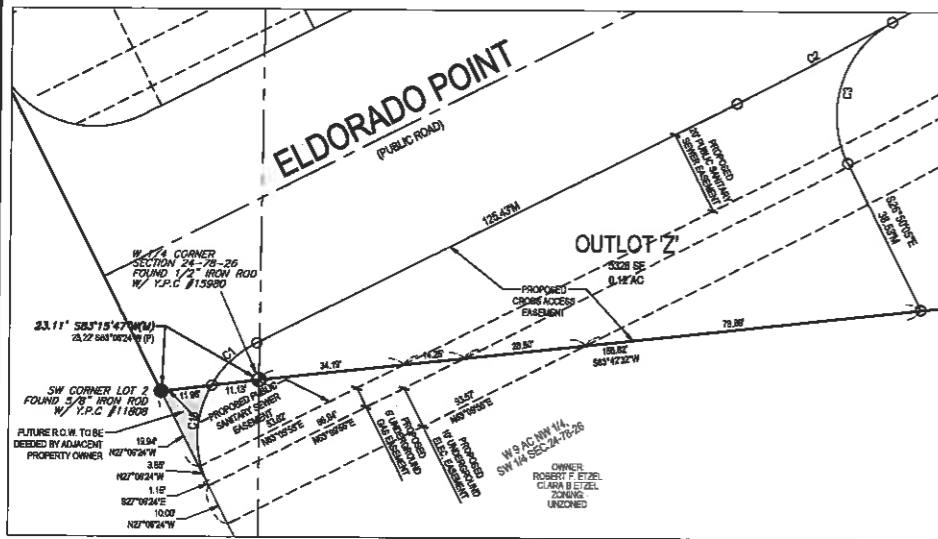
SIGNED: LARRY D. HYLER, P.L.S. 14775 DATE: _____
LARRY D. HYLER, P.L.S. 14775
LICENSE RENEWAL DATE: DEC. 31, 2016
PAGES OR SHEETS COVERED BY THIS SEAL: 2 SHEETS

Bishop Engineering
"Planning Your Successful Development"
3501 104th Street
Des Moines, Iowa 50325-3825
Phone: (515)276-0487 Fax: (515)276-6217
Established 1959
Civil Engineering & Land Surveying

ELDORADO ESTATES PLAT 1
S. JORDAN CREEK PARKWAY
FINAL PLAT

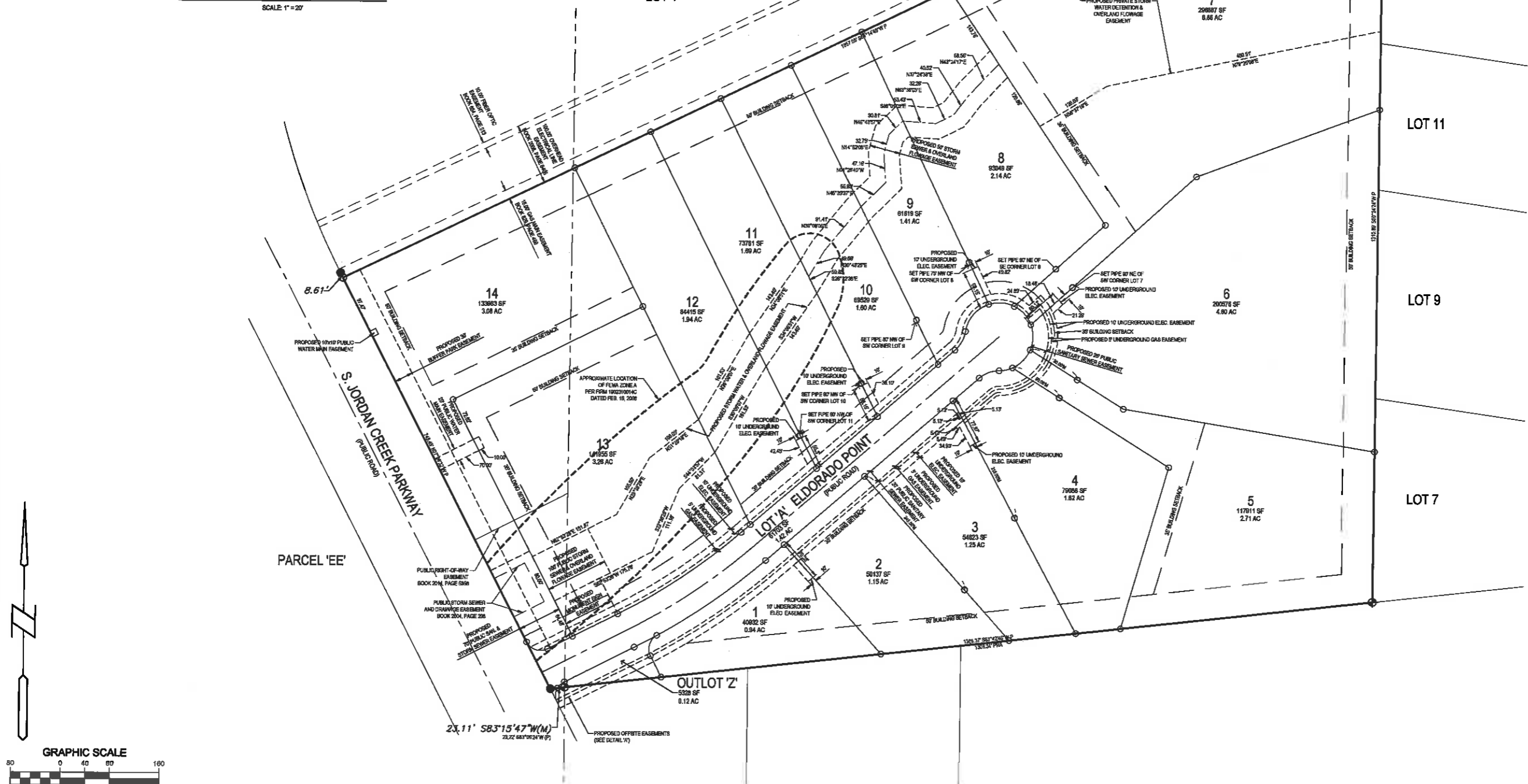
REFERENCE NUMBER:	
DRAWN BY:	EWM
CHECKED BY:	C.B.
REVISION DATE:	01-15-16 02-18-16 02-29-16
PROJECT NUMBER:	140333
SHEET NUMBER:	1 OF 2

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OUTLOT 'Z' & VICINITY DETAIL

SCALE: 1" = 20'



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 Des Moines, Iowa 50322-3825
 Phone: (515) 272-0687 Fax: (515) 272-0217
 Civil Engineering & Land Surveying Established 1959

ELDORADO ESTATES PLAT 1
S. JORDAN CREEK PARKWAY

FINAL PLAT

REFERENCE NUMBER:	
DRAWN BY:	EWM
CHECKED BY:	CJB
REVISION DATE:	01-15-16 02-18-16 02-29-16
PROJECT NUMBER:	140333
SHEET NUMBER:	2 OF 2

2/28/2016 10:06:42 AM ALLIANCE PROJECTS 2816140333.DWG/FINAL PLAT.DWG

Prepared by: B. Portz, City of West Des Moines Development Services, P.O. Box 65320, West Des Moines, IA 50265-0320, 515-222-3620
When Recorded, Return to: City Clerk, City of West Des Moines, P. O. Box 65320, West Des Moines, IA 50265-0320

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, ACCEPTING PUBLIC IMPROVEMENTS AND APPROVING AND RELEASING THE FINAL PLAT, ELDORADO ESTATES PLAT 1 (FP-002966-2016) FOR THE PURPOSE OF CREATING 14 LOTS FOR SINGLE FAMILY DEVELOPMENT, 1 PUBLIC STREET LOT AND 1 OUTLOT

WHEREAS, pursuant to the provisions of Title 10, Subdivision Regulations and Title 9, Zoning Chapter 1 et seq, of the West Des Moines Municipal Code, Chayse Holdings, LLC, has requested approval for a Final Plat (FP-002966-2016) for that 36 acre site located at 1450 S. Jordan Creek Parkway to subdivide the property into 14 single family detached lots, 1 public street lot for dedication to the City, and 1 outlot for future right-of-way;

Legal Description

LOT 2, ROGER'S FARM, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA

WHEREAS, studies and investigations were made, and staff reports and recommendations were submitted which is made a part of this record and herein incorporated by reference;

WHEREAS, the West Des Moines Plan and Zoning Commission has reviewed the Preliminary Plat for Eldorado Estates Plat 1 and recommended approval on September 14, 2015, and;

WHEREAS, the Final Plat that was submitted for review was determined to be generally consistent with the Preliminary Plat for Eldorado Estates Plat 1 that was reviewed and approved by the City Council on September 21, 2015, and;

WHEREAS, on March 7, 2016, this City Council held a duly-noticed meeting to consider the application for Eldorado Estates Plat 1 Final Plat (FP-002966-2016) and;

WHEREAS, the West Des Moines City Council adopted a resolution which approved the Final Plat for Eldorado Estates Plat 1 at their meeting on March 7, 2016, subject to any conditions of approval, and;

WHEREAS, the City Council did accept public improvements associated with the construction of Eldorado Point, public sanitary sewer, and public storm sewer within the plat boundaries, and;

WHEREAS, the applicant has supplied a deed to the City of West Des Moines for Street Lot A to be dedicated as public street right-of-way, and;

WHEREAS, the necessary easements have been established for ingress/egress-cross access, sanitary sewer and storm sewer, and;

WHEREAS, the City Council did accept surety for the construction of sidewalks within the plat, and;

WHEREAS, the City Council did accept the Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement for this property;

WHEREAS, the City Council approves of the following address assignments;

- Lot 1 = 7266 Eldorado Point
- Lot 2 = 7248 Eldorado Point
- Lot 3 = 7174 Eldorado Point
- Lot 4 = 7152 Eldorado Point
- Lot 5 = 7136 Eldorado Point
- Lot 6 = 7080 Eldorado Point
- Lot 7 = 7065 Eldorado Point
- Lot 8 = 7121 Eldorado Point
- Lot 9 = 7149 Eldorado Point
- Lot 10 = 7167 Eldorado Point
- Lot 11 = 7183 Eldorado Point
- Lot 12 = 7255 Eldorado Point
- Lot 13 = 7271 Eldorado Point
- Lot 14 = 7293 Eldorado Point

WHEREAS, Eldorado Estates Plat 1 is zoned Eldorado Estates PUD and meets all requirements of the PUD.

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

SECTION 1. The findings of consistency with the Comprehensive Plan as stated in the staff report, dated March 7, 2016, or as amended orally at the City Council meeting of March 7, 2016, are adopted.

SECTION 2. The public improvements associated with Final Plat, Eldorado Estates Plat 1 are hereby accepted and dedicated for public purposes.

SECTION 3. Final Plat, Eldorado Estates Plat 1 (FP-002966-2016) is approved, subject to compliance with all the conditions in the staff report, dated March 7, 2016, including conditions added at the meeting, if any, and attached hereto as Exhibit "A". Violation of any such conditions shall be grounds for revocation of the entitlement, as well as any other remedy which is available to the City.

SECTION 4. This resolution does release the Final Plat (FP-002966-2016) for recordation. The City Council of West Des Moines, Iowa directs the City Clerk to release said plat for recordation in accordance with said City Council approval of the final plat on March 7, 2016 and Roll Call No. _____.

CERTIFICATE

I, Ryan Jacobson, City Clerk for said City, hereby certify that at a meeting of the City Council of said City of West Des Moines, held on March 7, 2016, among other proceedings, Roll Call No. _____ approved said plat on March 7, 2016, and released said Final Plat for recordation.

Ryan T. Jacobson
City Clerk

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of March, 2016.

Steven K Gaer, Mayor

ATTEST:

Ryan T. Jacobson
City Clerk

**EXHIBIT A:
CONDITIONS OF APPROVAL**

1. Only two (2) building permits shall be issued within the Eldorado Estates subdivision until the Plat of Survey to the south of Eldorado Estates is approved and recorded and the Eldorado Point right-of-way within the Plat-of-Survey boundary dedicated to the City of West Des Moines.
2. The City Council granting a waiver from the requirement that public utility easements be located along the side or rear property lines, but instead, the applicant be allowed to be placed along the front property line due to topography and to save existing trees.

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

7(b)

Date: March 7, 2016

ITEM: Southwoods Plat 2, 5003 E.P. True Parkway - Subdivide property into two commercial lots and two street lots – Kum & Go, LC - PP-002953-2015

RESOLUTION: Approval and Release of Final Plat

FINANCIAL IMPACT: Undetermined.

BACKGROUND: Kum & Go, LC is requesting approval of a Final Plat for a 7.76 acre parcel located at 5003 E.P True Parkway. The applicant proposes to subdivide the property into 2 lots; one lot for an existing building (Dahl's) and one lot for commercial development (proposed Kum & Go Convenience store) and two street lots to be dedicated to the City.

CITY COUNCIL SUBCOMMITTEE: This item was presented to the Development and Planning City Council Subcommittee on January 11, 2016, as an informational item only.

OUTSTANDING ISSUES: There are no outstanding issues. Staff notes the following:

Parking and Notice of Parking Requirements: The applicant is requesting to subdivide the existing parcel that contains the Dahl's building into two lots with the intention to construct a convenience store on a parcel in the southeast corner of the site being created with this plat. To accommodate the convenience store, the applicant will be eliminating 191 parking stalls, leaving 151 stalls within the main parking field in front of the existing building. By platting this property into two lots and constructing a convenience store, the parking spaces remaining on the Dahl's parcel are not sufficient to support the re-use of the full square footage of the existing building as another grocery store, large retail space, or office (the likely re-uses of the building as it exists today). To bring awareness of the situation to the next owner of the Dahl's building, Staff recommended that a Notice of Parking Requirements for Lot 2 Southwoods Plat 1 (the parcel that will include the existing Dahl's building) be executed and recorded with the County. The notice is intended to inform buyers that there is a known parking deficiency on the site and that the site may not comply with the provisions of the parking ordinance depending upon the future use of the building. Remedies may include demolition of part or all of the structure, restrictions on the use of the structure, or construction of additional parking to meet the ordinance requirements. Since the future use of the now vacant structure is unknown, staff felt that this notification was needed in order for the City to approve the plat. Recordation of the declaration should appear in a title search for the parcel thus giving a potential buyer notice of the parking situation.

As part of this approval, the City Council is approving and accepting the following:

- Storm Sewer Easement
- Ingress/Egress Easement
- Notice of Parking Requirements
- Deed for Street Lots A and B

COMPREHENSIVE PLAN CONSISTENCY: The project has been reviewed for consistency with the Comprehensive Plan. Based upon that review, a finding has been made that the proposed project is consistent with the Comprehensive Plan in that the project is consistent with all of the goals and policies of the Comprehensive Plan and the land use map of the Comprehensive Plan.

RECOMMENDATION: Based upon the preceding review and a finding of consistency with the goals and policies of the Comprehensive Plan, staff recommends the City Council approve and release the Final Plat, Southwoods Plat 2, to subdivide property into two lots for commercial development and two street lots for dedication to the City, subject to the applicant complying with all applicable City Code requirements.

Lead Staff Member: Kara V. Tragesser, AICP



STAFF REVIEWS:

Department Director	
Appropriations/Finance	
Legal	JBW
Agenda Acceptance	RTG

PUBLICATION(S) (if applicable)

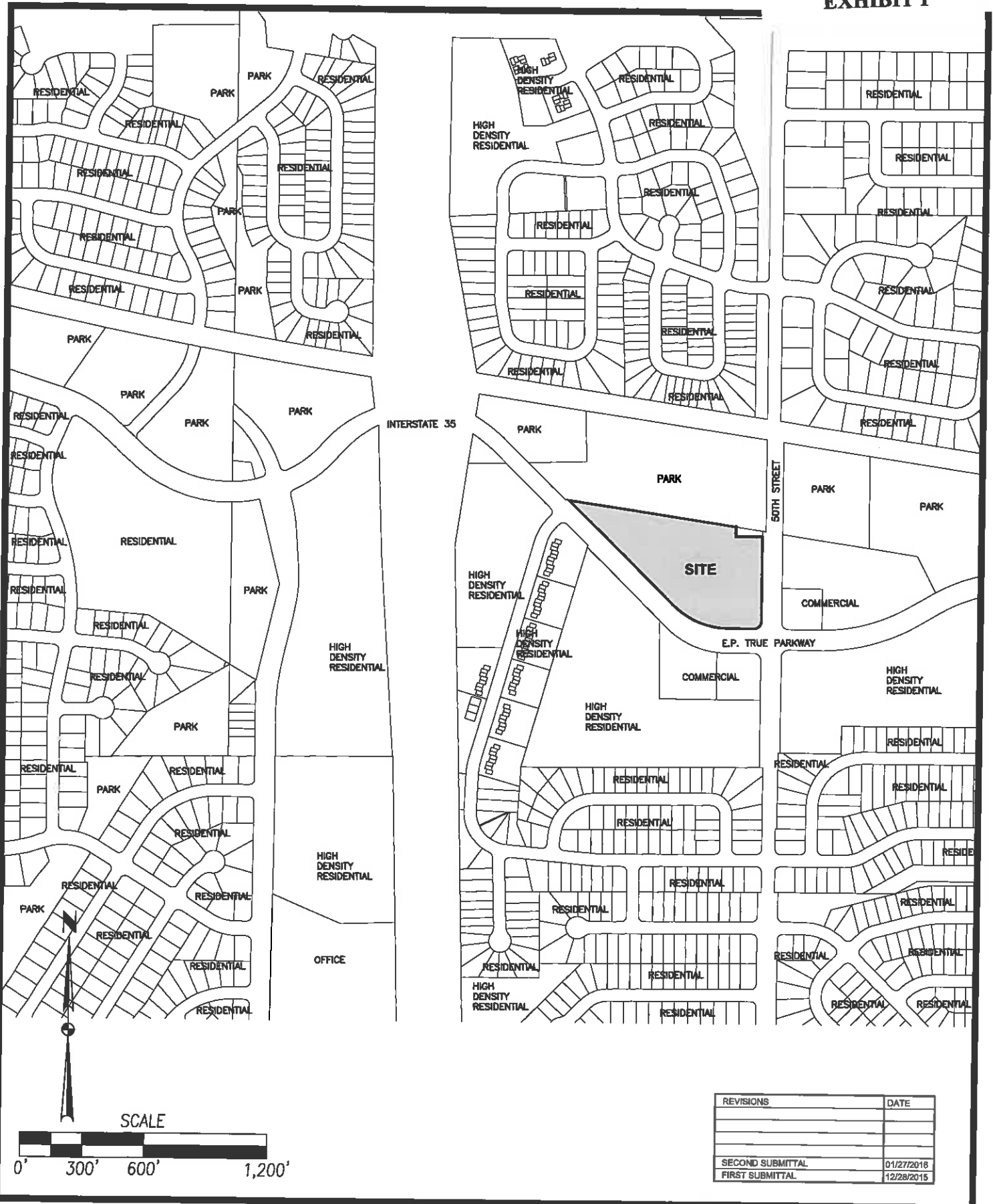
Published In	n/a
Date(s) Published	n/a
Letter sent to surrounding property owners	n/a

SUBCOMMITTEE REVIEW (if applicable)

Committee	Development and Planning Subcommittee		
Date Reviewed	January 11, 2016		
Recommendation	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Split <input type="checkbox"/>

ATTACHMENTS:

- Exhibit I - Location Map
 - Exhibit II - Final Plat
 - Exhibit III - Notice of Parking Requirements
 - Exhibit IV - Resolution: Approval and Release of Final Plat
- Attachment A – Conditions of Approval



REVISIONS	DATE
SECOND SUBMITTAL	01/27/2018
FIRST SUBMITTAL	12/28/2015

1 / 1
1501.036

SOUTHWOODS PLAT 2 LOCATION MAP

WEST DES MOINES, IOWA



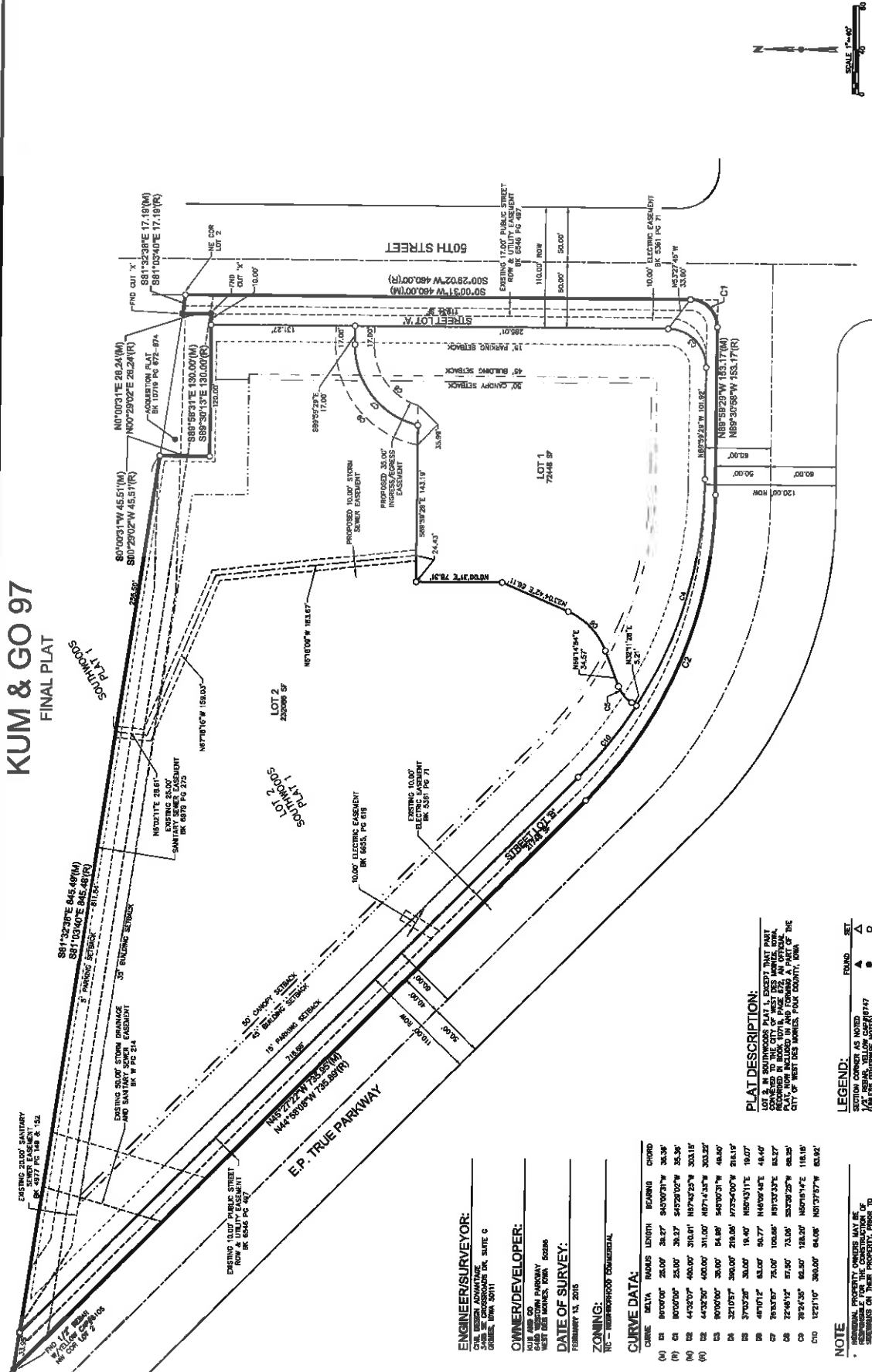
3405 SE CROSSROADS DRIVE, SUITE G
GRIMES, IOWA 50111
PH: (515) 369-4400 FAX: (515) 369-4410
PM: KW LAI: NJN

#97- WEST DES MOINES, IOWA
FINAL PLAT



CIVIL DESIGN ADVANTAGE
1000 11th Street, Des Moines, IA 50319
PHONE: 515.281.1234
FAX: 515.281.1235
WWW.CIVILDESIGNADVANTAGE.COM

KUM & GO 97
FINAL PLAT



PLAT DESCRIPTION:
LOT 1 AND LOT 2, WEST DES MOINES, IOWA, AS SHOWN ON THE FINAL PLAT FOR THE CITY OF WEST DES MOINES, IOWA, PLAT NO. 97-13, DATED FEBRUARY 13, 2015, ARE HEREBY RECORDED AS SHOWN ON THIS PLAT. THIS PLAT IS A PART OF THE CITY OF WEST DES MOINES, IOWA.

LEGEND:

SECTION CORNER AS NOTED	FOUND	SET
(VALUERS ATTENTION) (SEE NOTE)	▲	△
RECORDED BEARING & DISTANCE	P	D
RECORDED BEARING & DISTANCE	K	D
DEED BEARING & DISTANCE	D	D
RECORDED BEARING & DISTANCE	M	D
PUBLIC UTILITY EASEMENT	---	---
CENTRAL UTILITY EASEMENT	---	---
EASEMENT LINE	---	---

NOTE:
THE ENGINEER HAS CONDUCTED VISUAL INSPECTIONS OF THE PROPERTY, PRIOR TO THE PREPARATION OF THIS PLAT. THE ENGINEER HAS REVIEWED THE RECORD DRAWINGS AND CONTINUED RECORD DRAWINGS, LOCATION, WIDTH AND ELEVATION OF ALL EASEMENTS SHOWN ON THE FINAL PLAT, AND HAS FOUND THEM TO BE CORRECT. THE ENGINEER HAS CONDUCTED VISUAL INSPECTIONS OF THE PROPERTY AND HAS FOUND THEM TO BE CORRECT. THE ENGINEER HAS CONDUCTED VISUAL INSPECTIONS OF THE PROPERTY AND HAS FOUND THEM TO BE CORRECT. THE ENGINEER HAS CONDUCTED VISUAL INSPECTIONS OF THE PROPERTY AND HAS FOUND THEM TO BE CORRECT.

ENGINEER/SURVEYOR:
CIVIL DESIGN ADVANTAGE
1000 11th Street, Des Moines, IA 50319
PHONE: 515.281.1234
FAX: 515.281.1235
WWW.CIVILDESIGNADVANTAGE.COM

OWNER/DEVELOPER:
KUM & GO
4400 WEST DES MOINES PARKWAY
WEST DES MOINES, IOWA 50325

DATE OF SURVEY:
FEBRUARY 13, 2015

ZONING:
NC - NEIGHBORHOOD COMMERCIAL

CURVE DATA:

CURVE	DELTA	RADIUS	LENGTH	BEARING	CHORD
(A)	90°00'00"	25.00'	38.27'	94°00'37" W	38.38'
(B)	90°00'00"	25.00'	38.27'	54°29'07" W	38.38'
(C)	44°32'00"	460.00'	310.91'	187°42'29" W	303.15'
(D)	44°32'00"	460.00'	311.00'	187°41'37" W	303.25'
(E)	90°00'00"	30.00'	54.85'	54°00'37" W	48.89'
(F)	37°02'28"	30.00'	29.85'	172°54'07" W	28.15'
(G)	48°10'12"	83.00'	56.77'	148°09'47" E	44.44'
(H)	78°53'59"	75.00'	100.85'	187°33'37" E	82.27'
(I)	22°46'18"	87.50'	73.05'	55°28'25" W	68.25'
(J)	182°11'00"	30.00'	64.08'	187°37'27" W	18.15'

RETURN TO MICHAEL LEE, CIVIL DESIGN ADVANTAGE, 1000 11th STREET, DES MOINES, IOWA 50319

SCALE 1"=40'
DATE
REVISION DESCRIPTION



MICHAEL L. LEE, P.E.
IOWA LICENSE NO. 10774
DATE

THIS SHEET

10

Prepared by: R.J. Scieszinski, W. Des Moines City Attorney, P.O. Box 65320, W. Des Moines IA 50265-0320; 515-222-3614

SPACE ABOVE THIS LINE FOR RECORDER

NOTICE OF PARKING REQUIREMENTS FOR IMPROVEMENTS LOCATED ON SOUTHWOODS PLAT 2 IMPOSED BY CITY OF WEST DES MOINES, IOWA

This notice is given by Kum & Go, L.C., an Iowa limited liability company, the owner of the property legally-described as:

Lot 1 and Lot 2, Southwoods Plat 2, an official plat in the City of West Des Moines, Polk County, Iowa,

and is filed in conjunction with the approval by the City of West Des Moines of the replat of Southwoods Plat 1, an official plat in the City of West Des Moines, Polk County, Iowa for the purpose of notifying any interested person or party of the requirements imposed by West Des Moines Code of Ordinances 9-15-3 and 9-15-4, "Applicability and Off-Street Parking Regulations" and West Des Moines Code of Ordinances 9-15-7, "Number of Parking Spaces Required" and any succeeding legislation.

Kum & Go, L.C. states that due to the replat of Lot 2, Southwoods Plat 1, at the time of this notice the improvements located on Lot 2, Southwoods Plat 2, an official plat in the City of West Des Moines, Polk County, Iowa may not comply with the requirements of the above-described ordinances, dependent upon the proposed future use.

Dated this 23rd day of February, 2016.

KUM & GO, L.C.,
an Iowa limited liability company

By [Signature]
Name: Charles W. Campbell
Title: General Counsel + Secretary

STATE OF IOWA)
) SS:
COUNTY OF DALLAS)

This record was acknowledged before me on this 23rd day of February, 2016 by Charles W. Campbell as General Counsel + Secretary of Kum & Go, L.C., an Iowa limited liability company on behalf of whom the record was executed.



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

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

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, APPROVING AND RELEASING THE FINAL PLAT SOUTHWOODS PLAT 2 (FP-002954-2015) FOR THE PURPOSE OF PLATTING PROPERTY INTO TWO LOTS FOR COMMERCIAL DEVELOPMENT AND TWO STREET LOTS

WHEREAS, pursuant to the provisions of Title 10, Subdivision Regulations and Title 9, Zoning Chapter 1 et seq, of the West Des Moines Municipal Code, Kum & Go LC, has requested approval for a Final Plat (FP-002954-2015) for that 7.761 acres located in the northwest corner of 50th Street and E.P. True Parkway for the purpose of subdividing the property into two lots for commercial development and two street lots;

Legal Description

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

WHEREAS, studies and investigations were made, and staff reports and recommendations were submitted which are made a part of this record and herein incorporated by reference;

WHEREAS, the West Des Moines Plan and Zoning Commission has reviewed the Preliminary Plat for Southwoods Plat 2 and recommended approval on February 16, 2016;

WHEREAS, the Final Plat that was submitted for review was determined to be generally consistent with the Preliminary Plat for Southwoods Plat 2 that was reviewed and approved by the City Council on February 22, 2016;

WHEREAS, on March 7, 2016, this City Council held a duly-noticed meeting to consider the application for Southwoods Plat 2 Final Plat;

WHEREAS, the City Council assigns the addresses as follows: Lot 1 will be addressed 220 50th Street and Lot 2 will utilize the current address of 5003 E.P. True Parkway;

WHEREAS, the City Council accepts public easements for ingress/egress and storm sewer;

WHEREAS, the City Council accepts a Notice of Parking Requirements for Improvements located on Southwoods Plat 2 imposed by the City of West Des Moines, Iowa;

WHEREAS, the City Council accepts a deed for Street Lots A and B;

WHEREAS, Southwoods Plat 2 is zoned Neighborhood Commercial and meets all requirements of the City's Zoning Code.

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

SECTION 1. The findings of consistency with the Comprehensive Plan as stated in the staff report, or as amended orally at the City Council meeting, are adopted.

SECTION 2. Final Plat, Southwoods Plat 2 is approved, subject to compliance with all the conditions in the staff report, including conditions added at the Hearing, if any, and attached hereto as Attachment "A". Violation of any such conditions shall be grounds for revocation of the entitlement, as well as any other remedy which is available to the City.

SECTION 3. This resolution releases the Southwoods Plat 2 Final Plat for recordation. The City Council of West Des Moines directs the City Clerk to release said plat for recordation in accordance with said City Council approval of the final plat on March 7, 2016, and Roll Call No. _____.

CERTIFICATE

I, Ryan T. Jacobson, City Clerk for said City, hereby certify that at a meeting of the City Council of said City of West Des Moines, held on March 7, 2016, among other proceedings, Roll Call No. _____ approved said plat on March 7, 2016, and released said Final Plat for recordation.

Ryan T. Jacobson
City Clerk

IN WITNESS WHEREOF, I have hereunto set my hand this 7th day of March 2016.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson
City Clerk

ATTACHMENT A
Conditions of Approval

None

CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

DATE: March 7, 2016

ITEM: Sleep Inn, 885 S. 51st Street – Construct a 67 room hotel – Woodside Business Park, LLC.
SP-002873-2015

RESOLUTION: Approval of a Site Plan

FINANCIAL IMPACT: Undetermined.

BACKGROUND: Woodside Business Park LLC, requests approval of a site plan for the construction of 67 room hotel on property located at 885 S. 51st Street (see Exhibit 1 - Attachment B – Location Map, Attachment C –Site Plan, Attachment D – Elevations).

Plan and Zoning Commission Action:

Vote: 4-0 approval, Commissioners Crowley, Brown, and Southworth absent

Date: February 29, 2016

Motion: Adopt a resolution recommending the City Council approve the Site Plan

OUTSTANDING ISSUES: There are no outstanding issues. The applicant has indicated agreement with the recommended conditions of approval.

The following items of interest are noted in the attached Plan and Zoning Commission report (see Exhibit D):

- Applicant’s Request
- History
- City Council Subcommittee – Development and Planning (November 5, 2015)
- Staff Review and Comments
- Comprehensive Plan Consistency
- Findings
- Staff Recommendation and Conditions of Approval
- Owner/Applicant/Applicant Representative Information


RECOMMENDATION: Based upon the preceding review and a finding of consistency with the goals and policies of the Comprehensive Plan, the Plan and Zoning Commission recommends the City Council adopt a resolution to approve the Site Plan for the construction of a 67 room hotel, subject to the applicant meeting all City Code requirements and the following:

1. That the required storm water facility maintenance agreement and easement, the ingress/egress easement, and the sanitary sewer easement be executed and submitted to the City prior to receiving a building permit or prior to any public improvements being made to the site, to include public utility construction and footing and foundation permits.

Lead Staff Member: Kara Tragesser, AICP



STAFF REVIEWS

Department Director	
Appropriations/Finance	
Legal	
Agenda Acceptance	

PUBLICATION(S) (if applicable)

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

SUBCOMMITTEE REVIEW (if applicable)

Committee	Development & Planning Subcommittee		
Date Reviewed	November 5, 2015		
Recommendation	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Split <input type="checkbox"/>

ATTACHMENTS:

- Exhibit I - Plan and Zoning Commission Communication
- Attachment A - Plan and Zoning Commission Resolution
 - Attachment B - Location Map
 - Attachment C - Site Plan
 - Attachment D - Building Elevations
- Exhibit II - City Council Resolution

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

Meeting Date: February 29, 2016

Item: Sleep Inn, 885 S. 51st Street – Construct a 67 room hotel – Woodside Business Park, LLC
SP-002873-2015

Requested Action: Approval of Site Plan

Case Advisor: Kara Tragesser, AICP 

Applicant's Request: Woodside Business Park LLC, requests approval of a site plan for the construction of 67 room hotel on property located at 885 S. 51st Street (see Attachment B – Location Map, Attachment C – Site Plan, Attachment D – Elevations).

History: This property is located in the Wirtz Planned Unit Development and the underlying zoning is Office. The property is undeveloped. A preliminary plat was approved by the City Council on October 19, 2015, to subdivide the property into three lots for office and commercial development. This project is proposed for the southern lot of the three lot plat. The final plat has not been approved.

City Council Subcommittee: This item was presented to the Development and Planning City Council Subcommittee on November 5, 2015; the Subcommittee was supportive of the development.

Staff Review and Comment: This request was distributed to other City departments and other agencies for their review and comment.

Easements and agreements: as of the writing of the staff report, the applicant had not submitted the executed easements and agreements that are required for the site plan: storm water facility maintenance agreement and easement, ingress/egress easement, and sanitary sewer easement. Therefore, staff is recommending that the site plan be approved with a condition that these easements and agreements be executed and submitted to the City prior to a building permit for any improvement to the site. The storm water facility maintenance agreement and easement allows the City the right to enter the storm water facility area to perform maintenance if the property owner fails to do so; the ingress/egress easement allows for vehicular traffic to traverse the easement area between parcels of property and for interconnections of parking lots to occur; and the sanitary sewer easement allows the City access to the public sanitary sewer lines and manholes for maintenance and repair.

Comprehensive Plan Consistency: The project has been reviewed for consistency with the Comprehensive Plan. Based upon that review, a finding has been made that the proposed project is consistent with the Comprehensive Plan in that the project is consistent with all of the goals and policies of the Comprehensive Plan and the land use map of the Comprehensive Plan.

Findings: This proposed project was distributed to various city departments for review and comment. Based upon that review, the following findings have been made on the proposed project:

1. The proposed development and use is consistent with the West Des Moines Comprehensive Plan in that the project has been reviewed for consistency with the Comprehensive Plan. Based upon that review, a finding has been made that the proposed project is consistent with the Comprehensive Plan in that the project is consistent with all of the goals and policies of the Comprehensive Plan.
2. The proposed development and use does assure compatibility of property uses within the zone and general area in that this project was reviewed by various City Departments for compliance with the Zoning Ordinance.
3. All applicable standards and conditions have been imposed which protects the public health, safety and welfare in that this project was reviewed by various City Departments and public agencies for compliance with the various state and local regulations. Based upon that review a finding is made that the project has been adequately conditioned to protect the health, welfare and safety of the community.

4. There is adequate on-site and off-site public infrastructure to support the proposed development in that this project was reviewed by various public agencies and City Departments and public utilities to ensure that either the petitioner will construct or the project has been conditioned to construct adequate public infrastructure to serve the development.
5. The proposed development and use has met the requirements contained in the City Code in that this project was reviewed by various City Departments and the project has complied with or has been conditioned to comply with all City Code requirements.
6. The proposed development and use is in keeping with the scale and nature of the surrounding neighborhood in that the proposed project is consistent with the zoning designation and Comprehensive Plan which designates this site as suitable for development such as that proposed by this project.

Staff Recommendation And Conditions Of Approval: Based upon the preceding review and a finding of consistency with the goals and policies of the Comprehensive Plan, staff recommends the Plan and Zoning Commission adopt a resolution recommending the City Council approve the Site Plan to construct a 67 room hotel at 885 S. 51st Street, subject to the applicant meeting all City Code requirements and the following:

1. That the required storm water facility maintenance agreement and easement, the ingress/egress easement, and the sanitary sewer easement be executed and submitted to the City prior to receiving a building permit or prior to any public improvements being made to the site, to include public utility construction and footing and foundation permits.

Owner Woodside Business Park LLC
 PO Box 187
 Ankeny IA 5001
 151-650-0530
 Christian Murray
cmurray@dennyelwellcompany.com
 515-9641587

Applicant: Same

Applicant Rep: Doug Mandernach
 Civil Design Advantage
 3405 SE Crossroads Drive Suite G
 Grimes IA 50111
 515-369-4400
dougmandernach@cda-eng.com

ATTACHMENTS:

- | | | |
|--------------|---|---------------------------------------|
| Attachment A | - | Plan and Zoning Commission Resolution |
| Attachment B | - | Location Map |
| Attachment C | - | Site Plan |
| Attachment D | - | Building Elevations |

RESOLUTION NO. PZC-16-013

A RESOLUTION OF THE PLAN AND ZONING COMMISSION OF THE CITY OF WEST DES MOINES, RECOMMENDING TO THE CITY COUNCIL THAT IT APPROVE A SITE PLAN TO CONSTRUCT A 67 ROOM HOTEL

WHEREAS, pursuant to the provisions of Title 10, Chapter 1 et seq, of the West Des Moines Municipal Code, the applicant, Woodside Business Park LLC, has requested approval for a Site Plan (SP-002873-2015) to construct a 67 room hotel at 885 S. 51st Street;

WHEREAS, studies and investigations were made and staff reports and recommendations were submitted which are made a part of this record and herein incorporated by reference;

WHEREAS, on February 29, 2016, this Commission held a duly-noticed public meeting to consider the application for a Site Plan;

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

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


SECTION 2. The address of 885 S. 51st Street is assigned to this site.

SECTION 3. The Site Plan for the construction of a 67 room hotel is recommended to the City Council for approval, subject to compliance with all the conditions in the staff report including conditions added at the meeting, and attached hereto as Exhibit "A." Violation of any such conditions shall be grounds for revocation of the permits, as well as any other remedy which is available to the City.

PASSED AND ADOPTED on February 29, 2016.


 Craig Erickson, Chair
 Plan and Zoning Commission

ATTEST:


 Recording Secretary

I HEREBY CERTIFY that the foregoing resolution was duly adopted by the Plan and Zoning Commission of the City of West Des Moines, Iowa, at a regular meeting held on February 29, 2016, by the following vote:

AYES: Andersen, Costa, Erickson, Hatfield

NAYS: - 0 -

ABSTENTIONS: - 0 -

ABSENT: Brown, Southworth, Crowley

ATTEST:

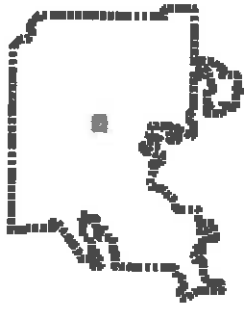

 Recording Secretary

Exhibit A
CONDITIONS OF APPROVAL

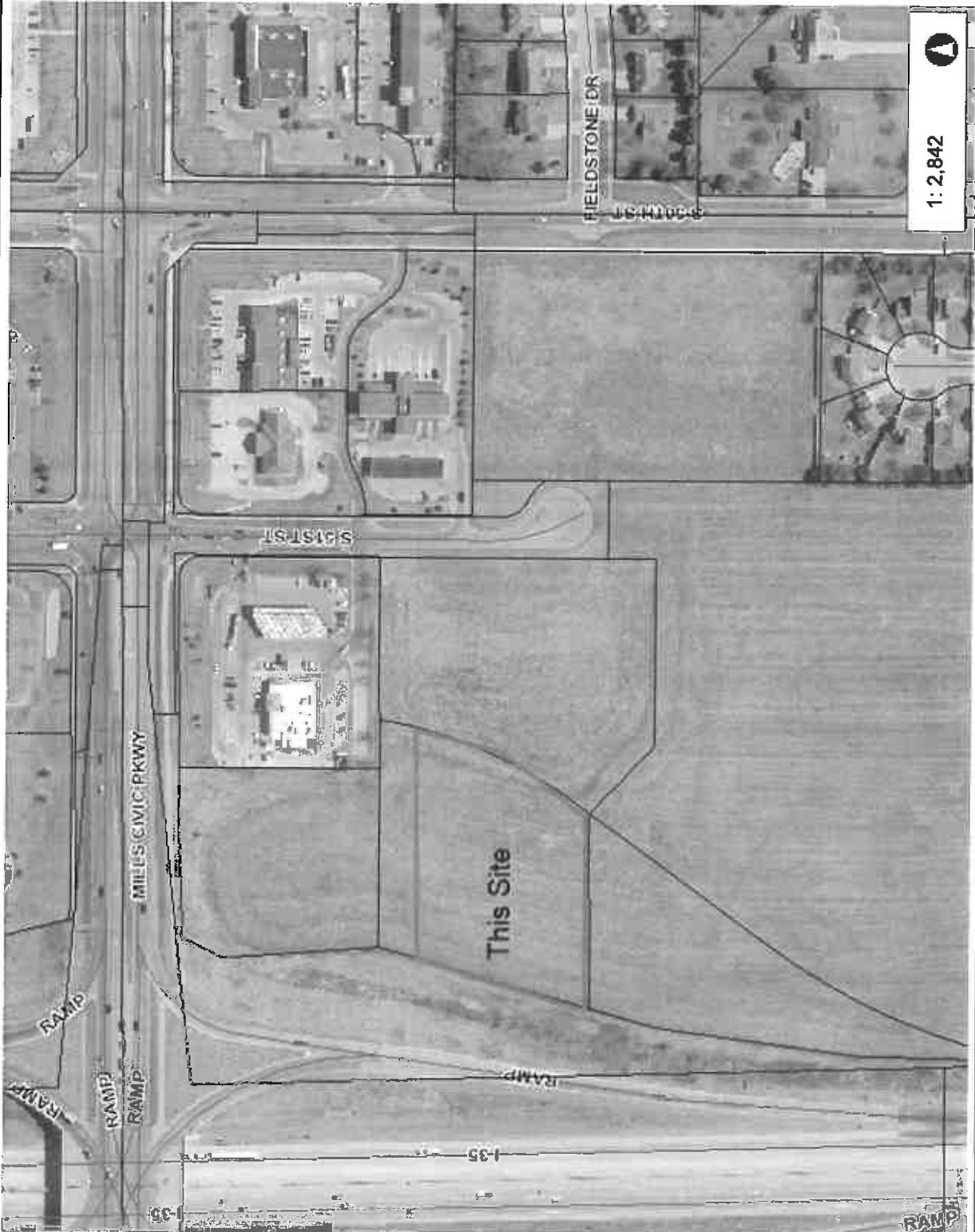
1. That the required storm water facility maintenance agreement and easement, the ingress/egress easement, and the sanitary sewer easement be executed and submitted to the City prior to receiving a building permit or prior to any public improvements being made to the site, to include public utility construction and footing and foundation permits.



Sleep Inn 885 S. 51st Street



- Legend**
- Parcels
 - Parks
 - Greenways



1:2,842

473.7 0 236.86 473.7 Feet

NAD_1983_StatePlane_Iowa_South_FIPS_1402_Feet
 © City of West Des Moines, Iowa

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

THIS MAP IS NOT TO BE USED FOR NAVIGATION

SITE PLAN FOR: SLEEP INN HOTEL

WEST DES MOINES, IOWA

INDEX OF SHEETS

NO.	DESCRIPTION
1	COVER SHEET
2	DETAILS
3	DIMENSION PLAN
4	GRADING PLAN
5	UTILITY PLAN
6	LANDSCAPE PLAN

PROJECT SITE ADDRESS

805 S. BIRT STREET
WEST DES MOINES, IA 50309

EXISTING/PROPOSED USE

EXISTING: UNDEVELOPED
PROPOSED: HOTEL

COMP. PLAN LAND USE

OF-OFFICE

DEVELOPMENT SUMMARY

SITE AREA: 1.90 ACRES (82,781 SF)

BUILDING FOOTPRINTS

BUILDINGS UP TO 60 FEET IN HEIGHT = 30 FEET FROM
FOR EACH 12 FEET IN ADDITIONAL HEIGHT, AN ADDITIONAL
10 FEET IN SETBACK IS REQUIRED

BARRELS SETBACKS

EXISTING: 15 FEET
NEW: 15 FEET
EXCEPT ALONG 14th STREET, SETBACK IS 15 FEET

DEVELOPMENT

SITE AREA: 42,781 (1.00 AC)
IMPERVIOUS AREA: 26,695 SF (67.2%)
PERVIOUS AREA: 16,086 SF (40.8%)
TOTAL SPACE REQUIRED: 26,695 SF (67.2%)

BUILDING LABEL

BARRELS: 14,377 SF

DATE OF SURVEY

AUGUST 10, 2010

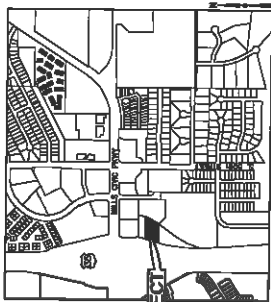
BENCHMARKS

WEST DES MOINES STANDARD CITY BENCHMARK
1777 ANDERSON, AVE. 4.17
ELEVATION: 1177.50
ROCK SOUTH OF CENTER OF TRAFFIC SIGNAL
ELEVATION: 1177.50
STREET, 4 FEET WEST OF CENTER
ELEVATION: 1177.50

WEST DES MOINES STANDARD CITY BENCHMARK
OF SOUTH HIGH CROSSING IN INTERSECTION
PARKWAY, 14.5 FEET SOUTH OF CENTER
ELEVATION: 1177.50
ROCK SOUTH OF CENTER OF TRAFFIC
ELEVATION: 1177.50
STREET, 4 FEET WEST OF CENTER
ELEVATION: 1177.50

VICINITY MAP

NOT TO SCALE



OWNER

WINDMILL BUSINESS PARK, LLC
POB 187
1000 WINDMILL DRIVE, SUITE 200
DES MOINES, IA 50319
PH: (515) 281-1871

APPLICANT

SW GENERATION HOSPITALITY LLC
1000 WINDMILL DRIVE, SUITE 200
DES MOINES, IA 50319
PH: (515) 281-1871

ENGINEER

CIVIL DESIGN ADVANTAGE, LLC
3405 SE CROSSROADS DRIVE, SUITE G
DES MOINES, IA 50317
CONTRACT: D010 WUNDERMACH
PH: (515) 282-4400
FX: (515) 282-4410

SURVEYOR

CIVIL DESIGN ADVANTAGE, LLC
3405 SE CROSSROADS DRIVE, SUITE G
DES MOINES, IA 50317
CONTRACT: WAKE BROTHER
PH: (515) 444-3628
FX: (515) 444-3640

ARCHITECT

SHANNON & ASSOCIATES ARCHITECTS, LLC
1777 ANDERSON, AVE. 4.17
DES MOINES, IA 50317
CONTRACT: CLARK SNIDER
PH: (515) 444-3628
FX: (515) 444-3640

LEGAL DESCRIPTION

THE SOUTH HALF OF LOT 2 IN WEST COMMERCIAL
PARK PLAT 5, AN OFFICIAL PLAT, NOW INCLUDED IN AND
A PART OF THE CITY OF WEST DES MOINES, POLK
COUNTY, IOWA, CONTAINING 1.90 ACRES (82,781 SF), MORE
OR LESS.

ZONING

WETZ 640, PROFESSIONAL COMMERCE PARK

SUBMITTAL DATES

-SITE PLAN SUBMITTAL TO CITY #1: 10-2-10
-SITE PLAN SUBMITTAL TO CITY #2: 11-18-10
-SITE PLAN SUBMITTAL TO CITY #3: 12-8-10

GENERAL LEGEND

PROPOSED	EXISTING
PROJECT BOUNDARY	SANITARY MANHOLE
LOT LINE	WATER VALVE BOX
SECTION LINE	FIRE HYDRANT
CENTER LINE	WATER CURB STOP
RIGHT OF WAY	WELL
TOURNAMENT FACILITY	STORM SEWER MANHOLE
TOURNAMENT FACILITY	STORM SEWER SINGLE INTAKE
TYPE SN-503 STORM INTAKE	FLARED END SECTION
TYPE SN-503 STORM INTAKE	ROOF DRAIN/DOWNPOUT
TYPE SN-503 STORM INTAKE	CONDUIT UNDER TREE
TYPE SN-503 STORM INTAKE	CONDUIT CROSSING
TYPE SN-401 STORM MANHOLE	CONCRETE POWER POLE
TYPE SN-402 STORM MANHOLE	CITY ANCHOR
TYPE SN-301 SANITARY MANHOLE	STREET LIGHT
STORM/SANITARY CLEANOUT	POWER POLE W/ TRANSFORMER
WATER VALVE	UTILITY POLE W/ LIGHT
SIEN	ELECTRIC TRANSFORMER
DETECTABLE WARNING PANEL	ELECTRIC MANHOLE OR VAULT
STORM SEWER STRUCTURE NO.	TRAFFIC SIGN
STORM SEWER PIPE NO.	TELEPHONE JUNCTION BOX
SANITARY SEWER STRUCTURE NO.	TELEPHONE MANHOLE/VAULT
SANITARY SEWER PIPE NO.	TELEPHONE POLE
SANITARY SEWER WITH SIZE	GAS VALVE BOX
STORM SEWER	CABLE TV MANHOLE/VAULT
STORM SERVICE	WALK BOX
WATERMAIN WITH SIZE	UNDERGROUND TV CABLE
WATER SERVICE	FIBER OPTIC
SAWTOOTH (FULL DEPTH)	UNDERGROUND TELEPHONE
	UNDERGROUND ELECTRIC
	FIELD TILE
	SANITARY SEWER W/ SIZE
	STORM SEWER W/ SIZE
	WATER MAIN W/ SIZE

UTILITY WARNING

THE UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY AND RECORDS OBTAINED BY THIS SURVEYOR. THE SURVEYOR HAS NOT BEEN ADVISED BY ANY OTHER PARTY OF ANY OTHER UTILITIES THAT MAY BE LOCATED IN THE AREA. THE SURVEYOR HAS NOT BEEN ADVISED OF ANY OTHER UTILITIES THAT MAY BE LOCATED IN THE AREA. THE SURVEYOR HAS NOT BEEN ADVISED OF ANY OTHER UTILITIES THAT MAY BE LOCATED IN THE AREA.

IOWA ONE CALL
1-800-292-8989
www.iowacall.com

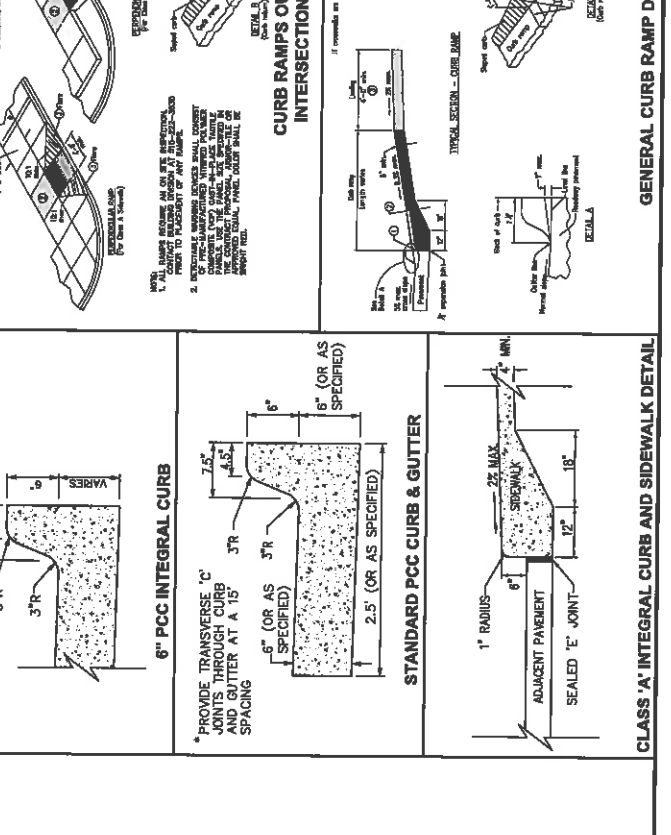
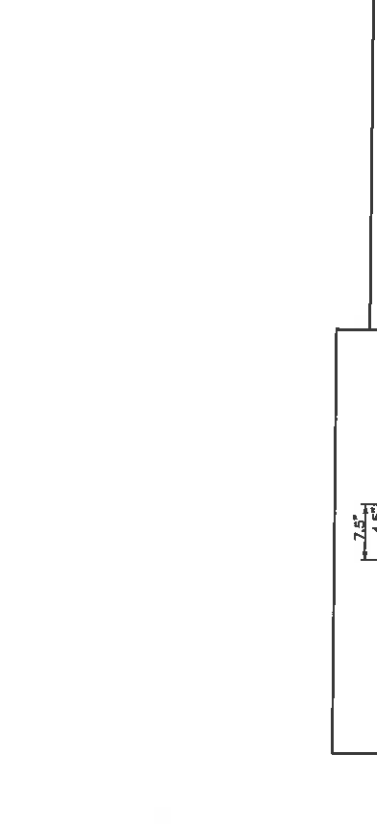
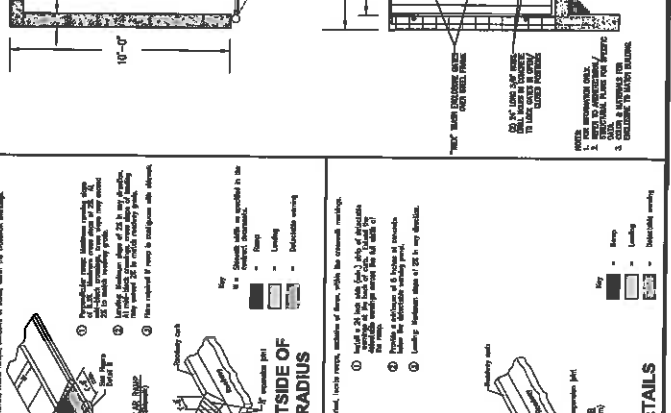
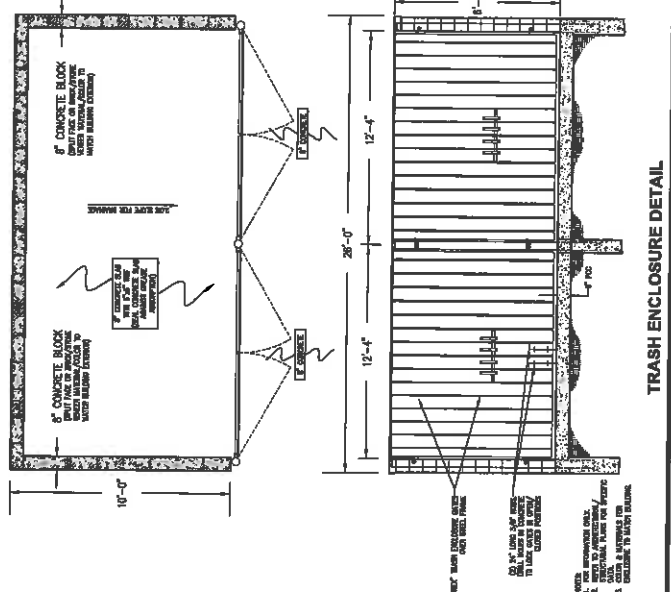
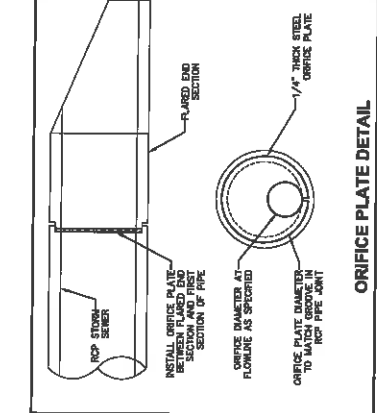
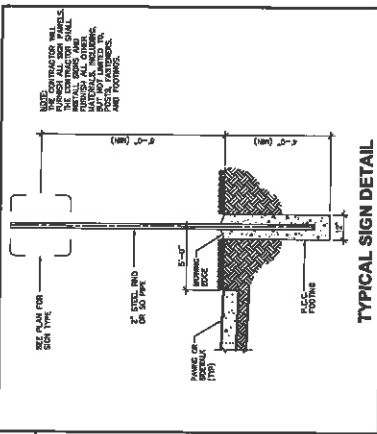
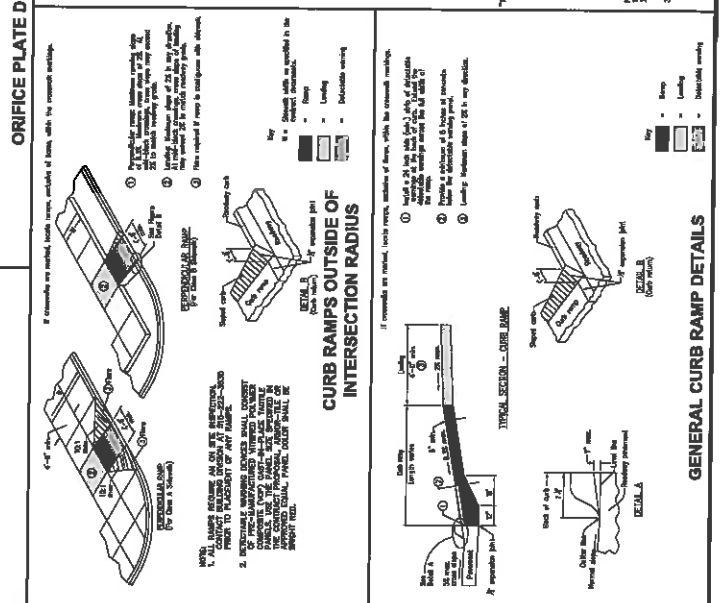
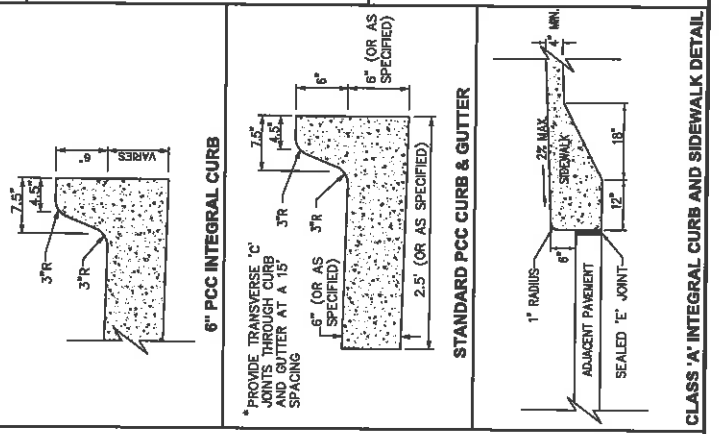
CIVIL DESIGN ADVANTAGE

3405 SE CROSSROADS DR. SUITE G, GRIMES, IOWA 50111
PH: (515) 282-4400 Fax: (515) 388-4410
PROJECT NO. 1509.473

DAVID A. HILDEBRAND
REGISTERED PROFESSIONAL ENGINEER
STATE OF IOWA
LICENSE NO. 1509.473
DATE: _____
BY: JUDICE BERNARD, DATE IS DECEMBER 31, 2017
PAGE# OF SHEETS COVERED BY THIS SEAL:
SHEETS 1-5

REFER TO GEOTECH ENGINEERING REPORT NO. _____ FOR GEOTECHNICAL OBSERVATIONS.
THIS PLAN IS A PRELIMINARY PLAN AND DOES NOT CONSTITUTE A CONTRACT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF WEST DES MOINES, IOWA, AND THE IOWA DEPARTMENT OF TRANSPORTATION AND METEOROLOGICAL SERVICE.
ALL CONSTRUCTION MATERIALS, DIMENSIONS, DETAILING, MATERIALS OR METHODS SHALL BE IN ACCORDANCE WITH THE IOWA DEPARTMENT OF TRANSPORTATION AND METEOROLOGICAL SERVICE STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION AND THE IOWA DEPARTMENT OF TRANSPORTATION AND METEOROLOGICAL SERVICE STANDARD SPECIFICATIONS FOR SUBURBAN CONSTRUCTION.
THE DESIGN ENGINEER HAS NOT BEEN ADVISED OF ANY OTHER UTILITIES THAT MAY BE LOCATED IN THE AREA. THE DESIGN ENGINEER HAS NOT BEEN ADVISED OF ANY OTHER UTILITIES THAT MAY BE LOCATED IN THE AREA. THE DESIGN ENGINEER HAS NOT BEEN ADVISED OF ANY OTHER UTILITIES THAT MAY BE LOCATED IN THE AREA.

REVISIONS	DATE
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NOTE: CONSULT WITH ARCHITECT FOR ALL SIGN PANELS AND ALL SIGN MATERIALS. ALL SIGN MATERIALS SHALL BE APPROVED BY ARCHITECT AND ENGINEER. ALL SIGN MATERIALS SHALL BE APPROVED BY ARCHITECT AND ENGINEER. ALL SIGN MATERIALS SHALL BE APPROVED BY ARCHITECT AND ENGINEER.

DATE	12-15-19
REVISIONS	
12-15-19	REVISIONS ON WEST SIDE
11-14-19	TRIM SUBMITTAL
11-14-19	SECOND SUBMITTAL
10-27-19	FIRST SUBMITTAL

3405 S.E. CROSSROADS DRIVE, SUITE G
 GRIMES, IOWA 50111
 PHONE: (515) 396-4400 FAX: (515) 396-4410
 ENGINEER: E. GH



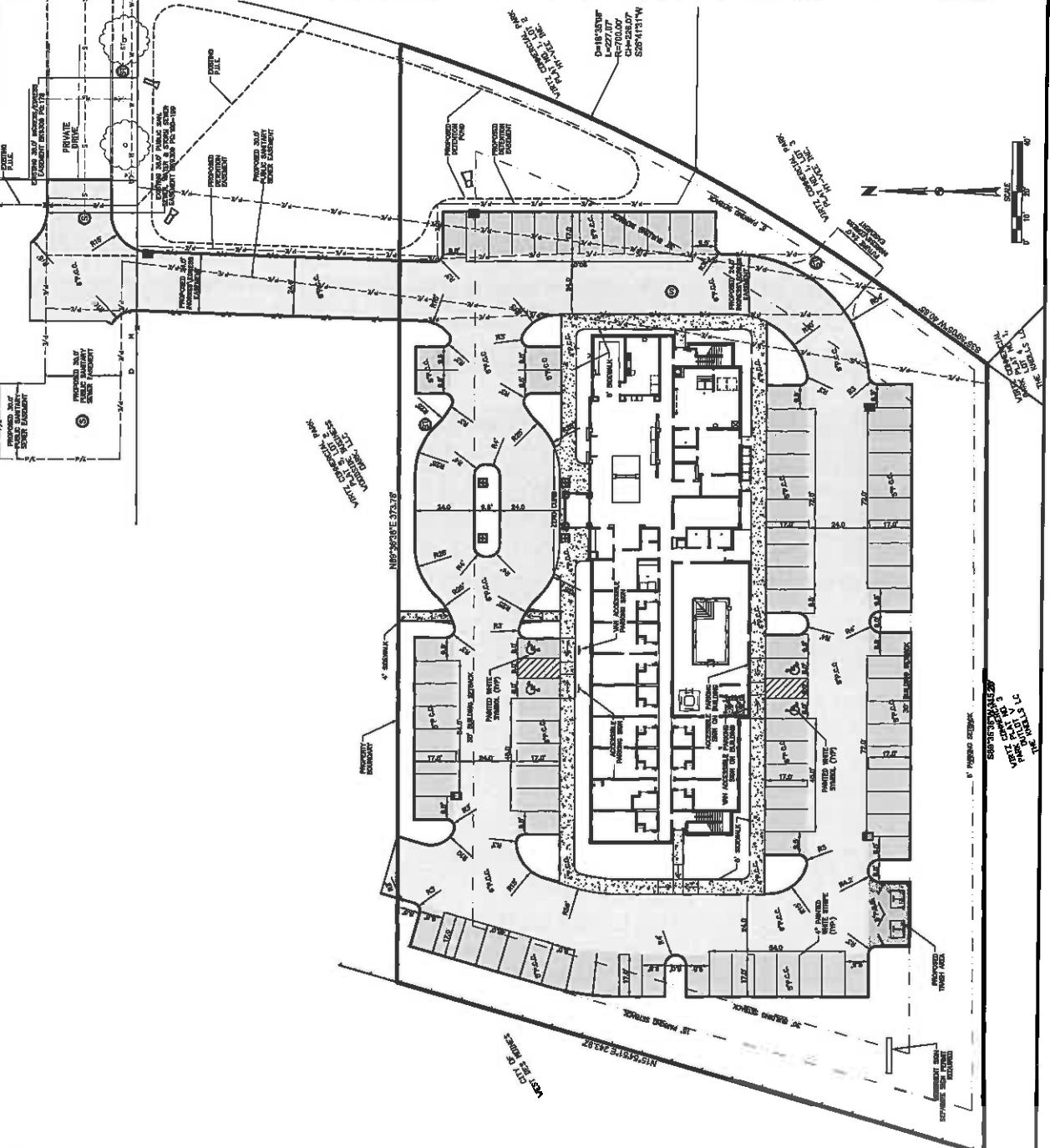
SLEEP INN HOTEL

DIMENSION PLAN

3 / 6
 1509.673

GENERAL NOTES

- ALL CONSTRUCTION SHALL CONFORM TO THE CITY OF WEST DES MOINES STANDARD CONSTRUCTION SPECIFICATIONS FOR SUBDIVISIONS, DES MOINES METROPOLITAN REGION STANDARD CONSTRUCTION SPECIFICATIONS FOR SUBDIVISIONS UNLESS OTHERWISE SPECIFIED.
- ALL WORK SHALL COMPLY WITH ADA ACCESSIBILITY GUIDELINES FOR BUILDINGS AND FACILITIES.
- CONTRACTOR SHALL BE IN ACCORDANCE WITH ALL CITY ORDINANCES, STANDARDS, NOTING ANY APPLICABLE SAFETY REGULATIONS.
- CONTRACTOR SHALL VERIFY ALL EXISTING UTILITIES AND STANDARDS, INCLUDING DRAWINGS AVAILABLE FROM THE OWNER, BUILDER, AND/OR ARCHITECT, AND CONSULT WITH OWNER'S PERSONNEL AND UTILITY COMPANY REPRESENTATIVES. NO CONSTRUCTION SHALL BE PERMITTED UNTIL ALL UTILITIES HAVE BEEN LOCATED AND MARKED.
- CONSTRUCTION WITHIN CITY ROW OR ANY CONNECTION TO PUBLIC STREETS OR HIGHWAYS SHALL COMPLY WITH THE CITY OF WEST DES MOINES PUBLIC UTILITIES AND STREET LIGHTING STANDARDS AND/OR ANY CONNECTION TO STANDARDS UNLESS OTHERWISE NOTED.
- CONTRACTOR SHALL VERIFY BUILDING DIMENSIONS WITH ARCHITECTURAL PLANS.
- CONTRACTOR SHALL VERIFY ALL EXISTING UTILITIES AND STANDARDS, INCLUDING DRAWINGS AVAILABLE FROM THE OWNER, BUILDER, AND/OR ARCHITECT, AND CONSULT WITH OWNER'S PERSONNEL AND UTILITY COMPANY REPRESENTATIVES. NO CONSTRUCTION SHALL BE PERMITTED UNTIL ALL UTILITIES HAVE BEEN LOCATED AND MARKED.
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TRAFFIC CONTROL NOTES

- ALL APPLICABLE CITY PERMITS, INCLUDING BUT NOT LIMITED TO CLOSURE PERMITS, SHALL BE OBTAINED PRIOR TO ANY CONSTRUCTION WITHIN CITY ROW OR LAKE.
- ALL TRAFFIC CONTROL SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
- TEMPORARY SIGNING AND NOT APPLICABLE TO THE WORKING CONDITIONS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
- CONSTRUCTION PROJECTS IN THE AREA OF TRAFFIC CONTROL WITH OTHER CONSTRUCTION PROJECTS IN THE AREA.
- CONTRACTOR IS CAUTIONED REGARDING ANY EXISTING TRAFFIC CONTROL DEVICES.
- PAYMENT FOR EXISTING TRAFFIC PATTERNS MORE THAN 15 FEET FROM THE EXISTING TRAFFIC PATTERNS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
- ALL SIGNING AND LAKE STRIPING WILL BE IN COMPLIANCE WITH THE MUTCD. MAINTENANCE OF TRAFFIC CONTROL DEVICES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. ALL SIGNING AND LAKE STRIPING WILL BE IN COMPLIANCE WITH THE MUTCD. MAINTENANCE OF TRAFFIC CONTROL DEVICES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.

PAVEMENT THICKNESS

- SIDEWALKS
- DRIVE LANES
- PARKING AREAS
- REFER TO ARCHITECTURAL PLANS FOR DETAILS

1
 2
 3
 4

12-11	DATE
12-11	REVISIONS
12-11	REVISIONS ON WEST SIDE
12-11	THIRD REVISION
12-11	SECOND REVISION
12-11	FIRST REVISION

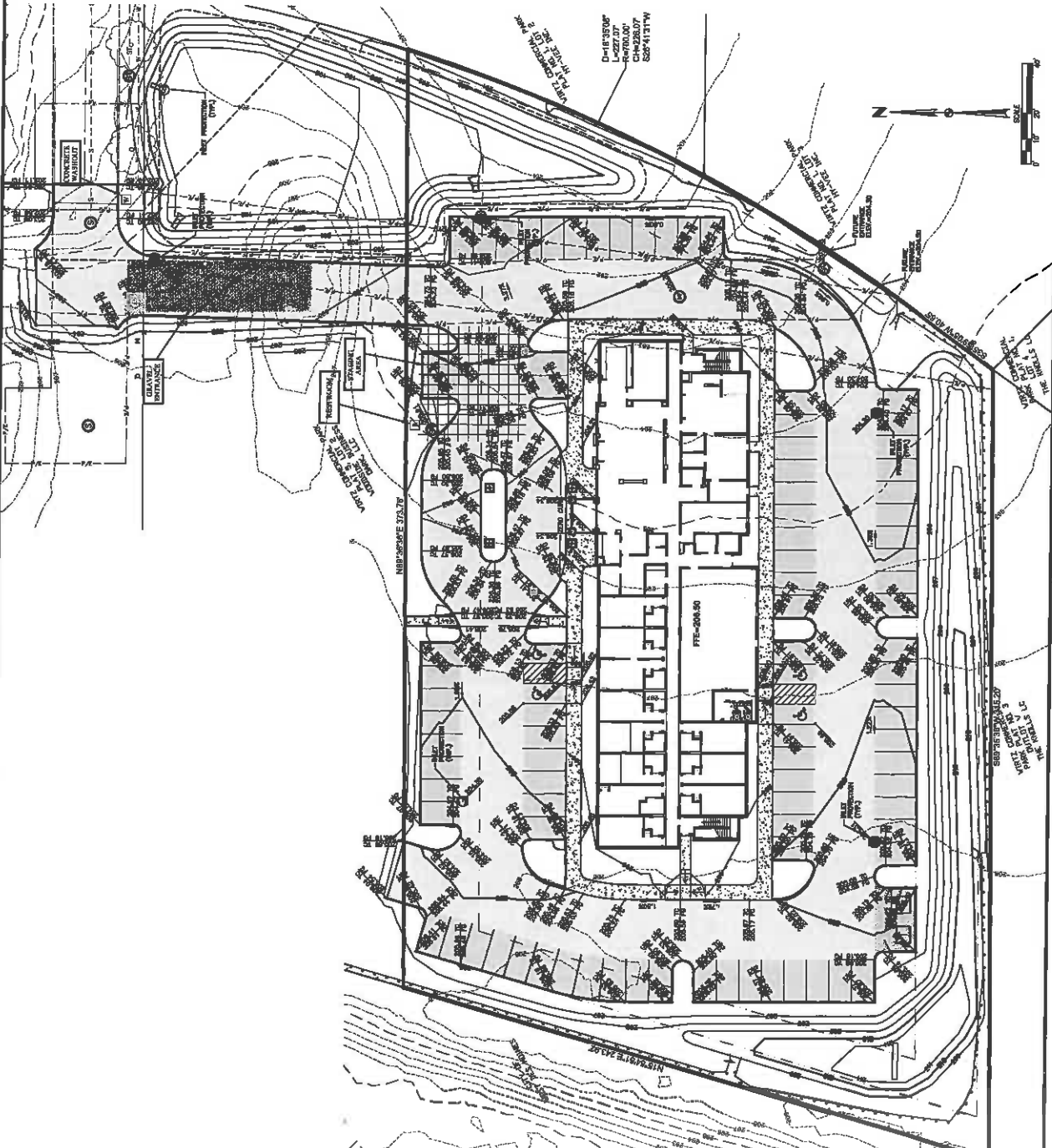
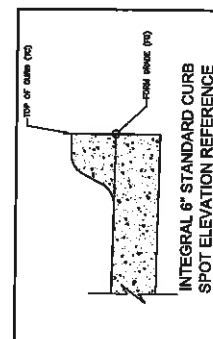
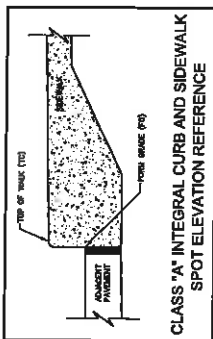
3405 S.E. CROSSROADS DRIVE, SUITE G
 GRIMES, IOWA 50111
 PHONE: (515) 399-4400 FAX: (515) 399-4410
 ENGINEER: CML DESIGN ADVANTAGE
 WEST DES MOINES, IOWA
 E1: GH



SLEEP INN HOTEL GRADING PLAN

4 / 6
 1509.473

- ### GRADING NOTES
- PRIOR TO ANY GRADING, A COPY OF THE WORKS PERMIT SHALL BE FORWARDED TO THE CITY OF WEST DES MOINES BUILDING DIVISION.
 - THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR PROVIDING A SUITABLE TOPSOIL STOCKPILE SITE.
 - CONSTRUCTION SPECIFICATIONS FOR SUBBASES AND THE DES MOINES METROPOLITAN WATER STANDARDS MANUAL WITH ANY ADDENDUMS SHALL BE USED FOR ALL CONSTRUCTION MATERIALS.
 - ALL SPOT ELEVATIONS ARE FORM GRADE (FG) OR TOP-OF-SLAB (TOS) UNLESS NOTED OTHERWISE.
 - THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL UTILITIES FROM DAMAGE.
 - ALL SPOT ELEVATIONS SHALL BE A MINIMUM OF 2% SLOPE AWAY FROM BUILDINGS.
 - THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS FROM THE CITY OF WEST DES MOINES.
 - SEE SEPARATE STORM WATER POLLUTION PREVENTION PLAN FOR DETAILS ON EROSION CONTROL.
 - FINAL FINISH GRADINGS TO BE APPROVED BY THE ARCHITECT AND CIVIL ENGINEER.
 - MATCH EXISTING GRADINGS AT THE INTERFACE OF NEW AND EXISTING GRADINGS OR SIDEWALKS.
 - MATCH THE MINIMUM AND MAXIMUM LONGITUDINAL SLOPES ON ALL PAVED AREAS TO THE EXISTING SLOPES.
 - THE DIRECTION OF NATURAL DRAINAGE, SWAY OUT JOINTS AS SHOWN AS CORRECTED HAS SET. SLOPE CUTS TO BE 1/8" TO 1/4" VERTICAL, UNLESS OTHERWISE NOTED.
 - THE STORM WATER DRAINAGE SYSTEM HAS BEEN CONSTRUCTED AS SHOWN IN THE GRADING PLAN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF WEST DES MOINES.
 - CONTACT PIZZETTI EROSION CONTROL, INC. 6700 UNIVERSITY AVE. STE. 200 WEST DES MOINES IA 50398 815-387-8001 FOR EROSION CONTROL MAINTENANCE.



DATE: 12-11-11
 DRAWN BY: J. H. [unreadable]
 CHECKED BY: [unreadable]
 PROJECT: SLEEP INN HOTEL
 SHEET: 4 OF 6



UTILITY NOTES

1. REFER TO MECHANICAL, ELECTRICAL AND PLUMBING PLANS FOR UTILITY SERVICE SIZES AND CONSTRUCTION DETAILS. VERIFY ALL UTILITY LOCATIONS, DEPTHS AND SERVICE CONSTRUCTION DETAILS REFER TO MECHANICAL PLANS FOR GAS SERVICE.
2. PRIOR TO COMMENCING CONSTRUCTION, ALL LOCATIONS OF ALL CONNECTIONS TO EXISTING UTILITIES SHALL BE IDENTIFIED BY THE CONTRACTOR.
3. PRIOR TO COMMENCING CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING NECESSARY PERMITS FROM THE CITY OF WEST DES MOINES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING NECESSARY PERMITS FROM THE CITY OF WEST DES MOINES AND THE IOWA DEPARTMENT OF PUBLIC HEALTH. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING NECESSARY PERMITS FROM THE CITY OF WEST DES MOINES AND THE IOWA DEPARTMENT OF PUBLIC HEALTH.
4. ALL UTILITIES SHALL BE STRENGTHED TO 5 FEET FROM BUILDINGS. REFER TO MECH PLANS FOR DETAILS.
5. ALL UTILITIES SHALL BE STRENGTHED TO 5 FEET FROM BUILDINGS. REFER TO MECH PLANS FOR DETAILS.
6. ALL SANITARY SEWER AND WATER SERVICES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF WEST DES MOINES STANDARD CONSTRUCTION SPECIFICATIONS FOR PUBLIC UTILITIES.
7. MAINTAIN A MINIMUM OF 10' HORIZONTAL CLEARANCE BETWEEN SANITARY SEWER AND WATER LINES AND WATER MAINS.
8. MAINTAIN A MINIMUM OF 10' HORIZONTAL SEPARATION BETWEEN SANITARY SEWER LINES AND WATER MAINS.
9. MAINTAIN A MINIMUM OF 10' HORIZONTAL SEPARATION BETWEEN SANITARY SEWER LINES AND WATER MAINS.
10. MAINTAIN A MINIMUM OF 10' HORIZONTAL SEPARATION BETWEEN SANITARY SEWER LINES AND WATER MAINS.
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17. MAINTAIN A MINIMUM OF 10' HORIZONTAL SEPARATION BETWEEN SANITARY SEWER LINES AND WATER MAINS.
18. MAINTAIN A MINIMUM OF 10' HORIZONTAL SEPARATION BETWEEN SANITARY SEWER LINES AND WATER MAINS.

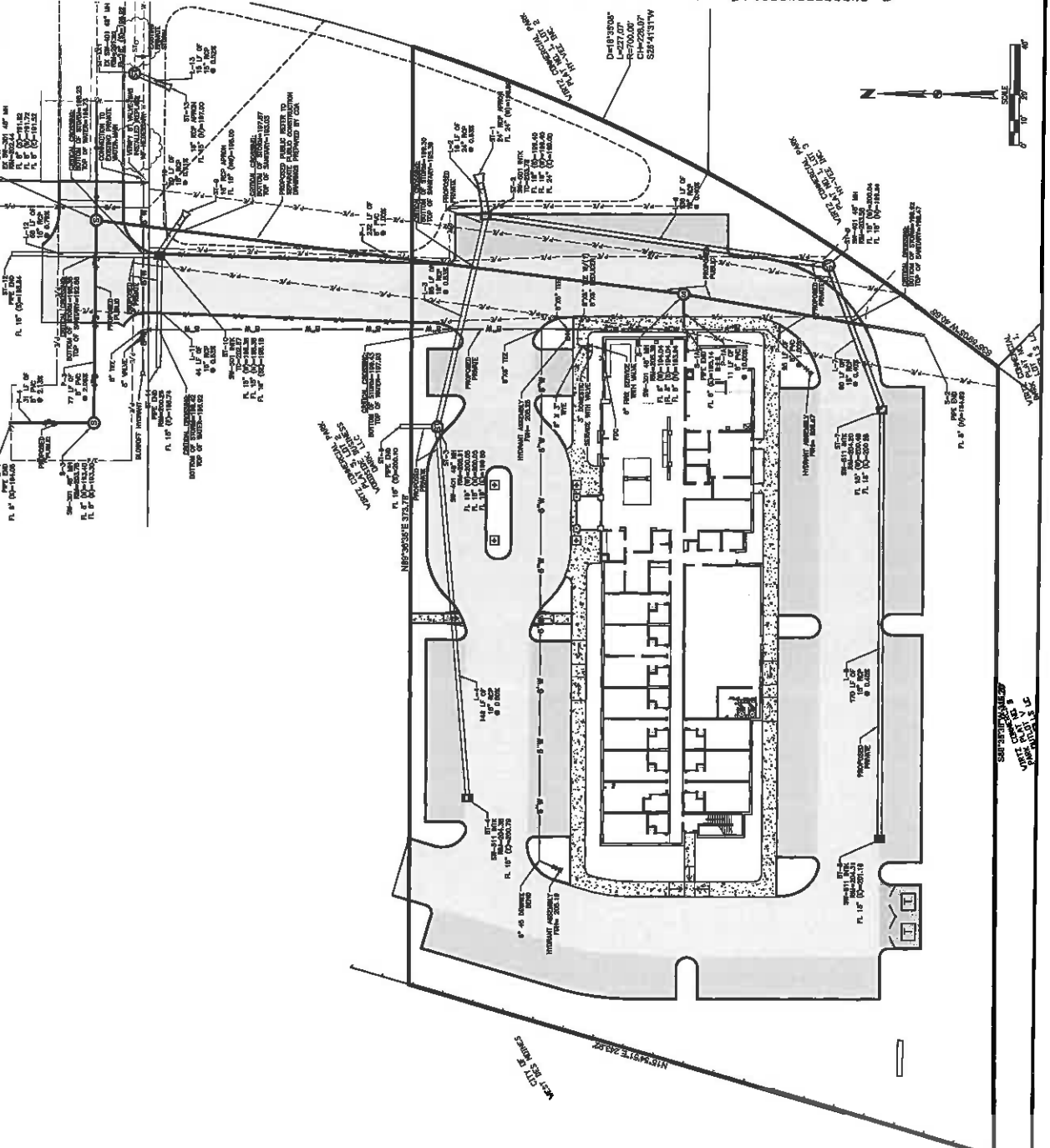
WEST DES MOINES WATER WORKS NOTES

1. ALL WATER WORKS, PUBLIC OR PRIVATE SHALL BE DONE IN ACCORDANCE WITH WEST DES MOINES STANDARD CONSTRUCTION SPECIFICATIONS FOR PUBLIC UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING NECESSARY PERMITS FROM THE CITY OF WEST DES MOINES.
2. PRIOR TO COMMENCING CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING NECESSARY PERMITS FROM THE CITY OF WEST DES MOINES.
3. PRIOR TO COMMENCING CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING NECESSARY PERMITS FROM THE CITY OF WEST DES MOINES.
4. ALL WATER MAINS SHALL BE STRENGTHED TO 5 FEET FROM BUILDINGS. REFER TO MECH PLANS FOR DETAILS.
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6. ALL WATER MAINS SHALL BE STRENGTHED TO 5 FEET FROM BUILDINGS. REFER TO MECH PLANS FOR DETAILS.
7. MAINTAIN A MINIMUM OF 10' HORIZONTAL CLEARANCE BETWEEN WATER MAINS AND SANITARY SEWER LINES.
8. MAINTAIN A MINIMUM OF 10' HORIZONTAL CLEARANCE BETWEEN WATER MAINS AND SANITARY SEWER LINES.
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18. MAINTAIN A MINIMUM OF 10' HORIZONTAL CLEARANCE BETWEEN WATER MAINS AND SANITARY SEWER LINES.

WATER QUANTITIES

6" WATER MAIN	240 LF
8" WATER MAIN	30 LF
6" VALVE	1 EA
8" VALVE	1 EA
6" 90° WYE	1 EA
8" 90° WYE	1 EA
6" 45° TEEL	3 EA
8" 45° TEEL	1 EA
6" 45° DEGREE BEND	1 EA
8" 45° DEGREE BEND	4 EA

FDC= FIRE DEPARTMENT CONNECTION



SMITH & ASSOCIATES, INC.
 1509.473

SLEEP INN HOTEL LANDSCAPE PLAN

WEST DES MOINES, IOWA
CIVIL DESIGN ADVANTAGE
 ENGINEERS
 PHONE: (515) 399-4400 FAX: (515) 399-4410
 3405 S.E. CROSSROADS DRIVE, SUITE G
 GRIMES, IOWA 50311
 EI: GH

REVISIONS

NO.	DATE	DESCRIPTION
1	01-10-10	SCREENING ON WEST SIDE
2	01-10-10	REVISIONS
3	01-10-10	REVISIONS
4	01-10-10	REVISIONS
5	01-10-10	REVISIONS
6	01-10-10	REVISIONS
7	01-10-10	REVISIONS
8	01-10-10	REVISIONS
9	01-10-10	REVISIONS
10	01-10-10	REVISIONS
11	01-10-10	REVISIONS
12	01-10-10	REVISIONS
13	01-10-10	REVISIONS
14	01-10-10	REVISIONS
15	01-10-10	REVISIONS

LANDSCAPE NOTES

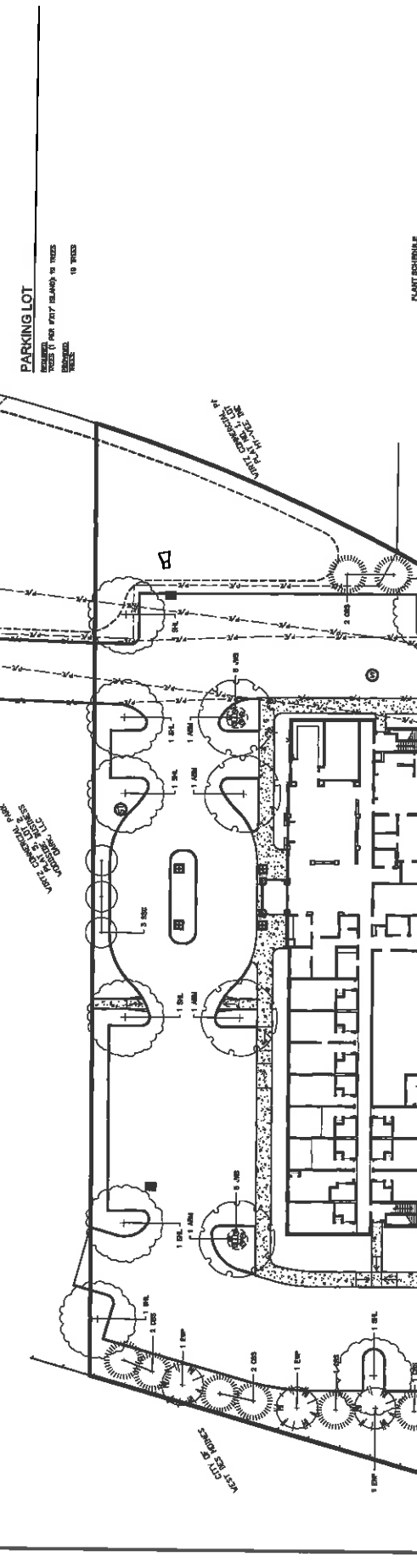
1. LOCATE ALL UTILITIES BEFORE ANY PLANTING BEGINS.
2. SOIL TYPE AND QUALITY OF PLANT MATERIAL SHALL CORRESPOND TO THE MOST CLIMATE ZONE OF THE PROJECT. (SEE APPENDIX A FOR SOIL INFORMATION)
3. ALL PLANT MATERIAL SHALL BE OF A GRADE THAT EXCEEDS WITHOUT IMPROVEMENTS, UNLESS AND UNLESS SPECIFIED OTHERWISE. THIS TO INCLUDE: SOIL, GRADE AND CHARACTER OF SOIL, GRADE AND CHARACTER OF PLANT MATERIAL, GRADE, DRAINAGE, AND CHARACTER OF PLANTING SITE.
4. PLANTING SHALL BE DONE IN ACCORDANCE WITH ALL APPLICABLE IOWA LAWS AND REGULATIONS.
5. PLANTING SHALL BE DONE IN ACCORDANCE WITH ALL APPLICABLE IOWA LAWS AND REGULATIONS.
6. PLANTING SHALL BE DONE IN ACCORDANCE WITH ALL APPLICABLE IOWA LAWS AND REGULATIONS.
7. PLANTING SHALL BE DONE IN ACCORDANCE WITH ALL APPLICABLE IOWA LAWS AND REGULATIONS.
8. PLANTING SHALL BE DONE IN ACCORDANCE WITH ALL APPLICABLE IOWA LAWS AND REGULATIONS.
9. PLANTING SHALL BE DONE IN ACCORDANCE WITH ALL APPLICABLE IOWA LAWS AND REGULATIONS.
10. PLANTING SHALL BE DONE IN ACCORDANCE WITH ALL APPLICABLE IOWA LAWS AND REGULATIONS.
11. PLANTING SHALL BE DONE IN ACCORDANCE WITH ALL APPLICABLE IOWA LAWS AND REGULATIONS.
12. PLANTING SHALL BE DONE IN ACCORDANCE WITH ALL APPLICABLE IOWA LAWS AND REGULATIONS.
13. PLANTING SHALL BE DONE IN ACCORDANCE WITH ALL APPLICABLE IOWA LAWS AND REGULATIONS.
14. PLANTING SHALL BE DONE IN ACCORDANCE WITH ALL APPLICABLE IOWA LAWS AND REGULATIONS.
15. PLANTING SHALL BE DONE IN ACCORDANCE WITH ALL APPLICABLE IOWA LAWS AND REGULATIONS.
16. ALL TREES SHOWN IN THE PLANS SHALL BE PLANTED BY THE END OF CONSTRUCTION. IF ANY CONSTRUCTION SHALL DELAY ALL PLANTING, ALL PLANTING SHALL BE COMPLETED WITHIN 180 DAYS OF THE END OF CONSTRUCTION. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH ALL APPLICABLE IOWA LAWS AND REGULATIONS.
17. PLANTING SHALL BE DONE IN ACCORDANCE WITH ALL APPLICABLE IOWA LAWS AND REGULATIONS.
18. PLANTING SHALL BE DONE IN ACCORDANCE WITH ALL APPLICABLE IOWA LAWS AND REGULATIONS.
19. PLANTING SHALL BE DONE IN ACCORDANCE WITH ALL APPLICABLE IOWA LAWS AND REGULATIONS.
20. PLANTING SHALL BE DONE IN ACCORDANCE WITH ALL APPLICABLE IOWA LAWS AND REGULATIONS.

OPEN SPACE

NET AREA: 4000 SQ FT
 GROSS AREA: 5000 SQ FT
 PERCENT OPEN SPACE: 80%
 (MINIMUM 10% PER 1000 SQ FT)

PARKING LOT

NET AREA: 1000 SQ FT
 GROSS AREA: 1200 SQ FT
 PERCENT PARKING: 10%
 (MINIMUM 10% PER 1000 SQ FT)



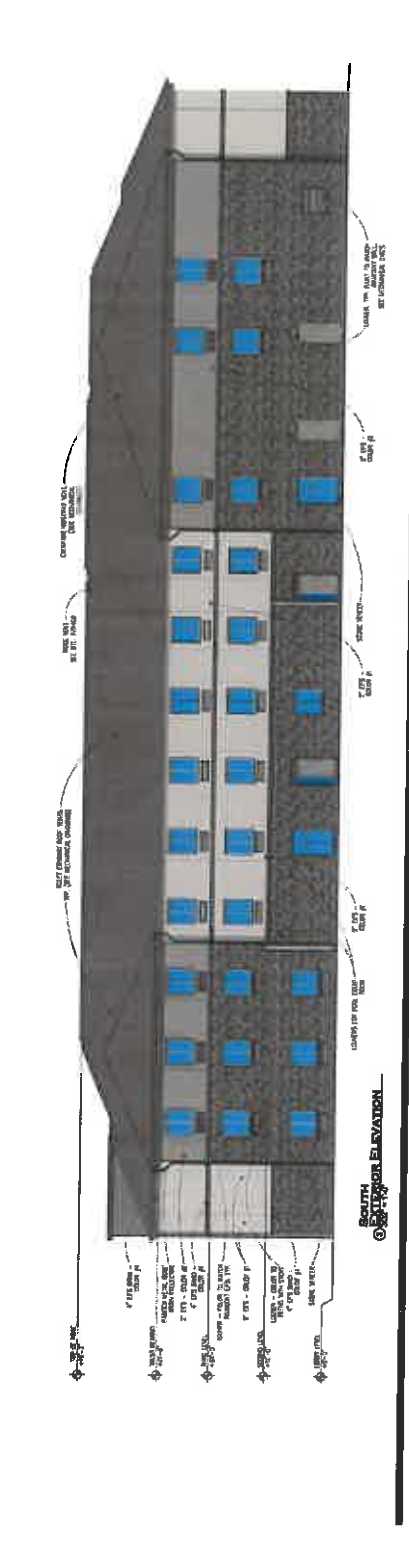
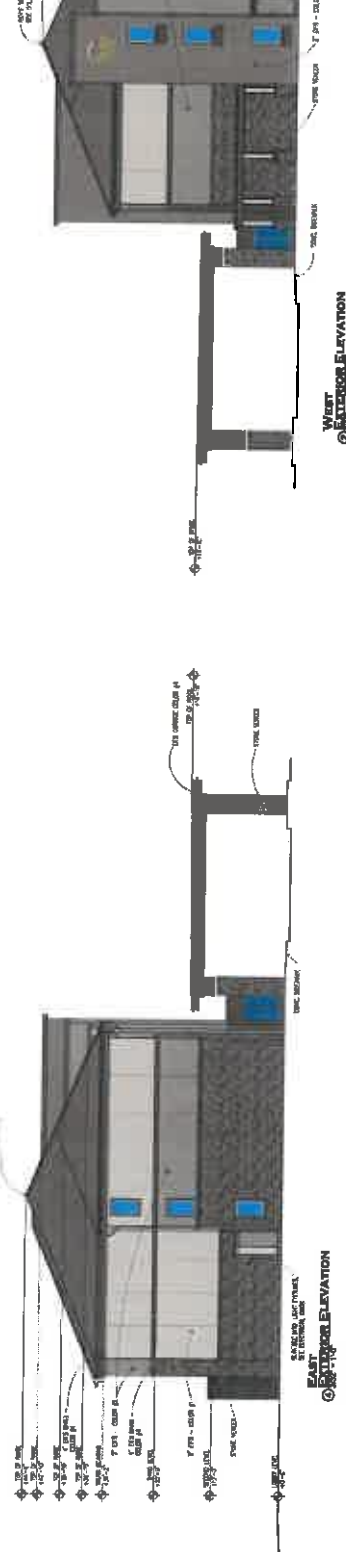
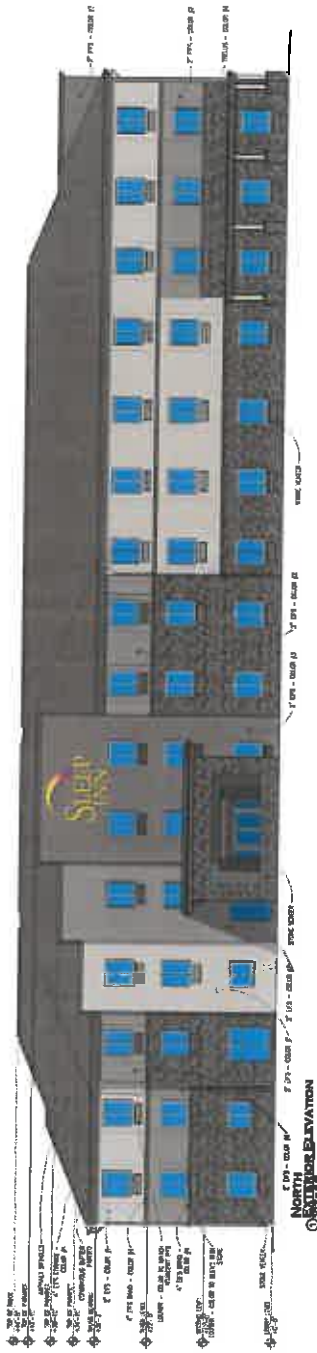
PLANT SCHEDULE

Plant Name	Quantity	Plant Name	Quantity
1 100	1	2 100	1
3 100	1	4 100	1
5 100	1	6 100	1
7 100	1	8 100	1
9 100	1	10 100	1
11 100	1	12 100	1
13 100	1	14 100	1
15 100	1	16 100	1
17 100	1	18 100	1
19 100	1	20 100	1
21 100	1	22 100	1
23 100	1	24 100	1
25 100	1	26 100	1
27 100	1	28 100	1
29 100	1	30 100	1
31 100	1	32 100	1
33 100	1	34 100	1
35 100	1	36 100	1
37 100	1	38 100	1
39 100	1	40 100	1
41 100	1	42 100	1
43 100	1	44 100	1
45 100	1	46 100	1
47 100	1	48 100	1
49 100	1	50 100	1
51 100	1	52 100	1
53 100	1	54 100	1
55 100	1	56 100	1
57 100	1	58 100	1
59 100	1	60 100	1
61 100	1	62 100	1
63 100	1	64 100	1
65 100	1	66 100	1
67 100	1	68 100	1
69 100	1	70 100	1
71 100	1	72 100	1
73 100	1	74 100	1
75 100	1	76 100	1
77 100	1	78 100	1
79 100	1	80 100	1
81 100	1	82 100	1
83 100	1	84 100	1
85 100	1	86 100	1
87 100	1	88 100	1
89 100	1	90 100	1
91 100	1	92 100	1
93 100	1	94 100	1
95 100	1	96 100	1
97 100	1	98 100	1
99 100	1	100 100	1



DATE: 01/10/10
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 SCALE: 1" = 40'

THIS PLAN IS A PRELIMINARY DESIGN. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR VERIFYING THE ACCURACY OF ALL INFORMATION AND DATA PROVIDED. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR VERIFYING THE ACCURACY OF ALL INFORMATION AND DATA PROVIDED. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR VERIFYING THE ACCURACY OF ALL INFORMATION AND DATA PROVIDED.



SLEEP INN
WIRTZ, P.U.D.
WEST DES MOINES, IOWA
02-23-2016

simonson
 SIMONSON & ASSOCIATES ARCHITECTS LLC
 272 Ferguson Avenue Suite 117 Des Moines, IA 50319
 PH: 515.281.7324 www.simonsonarch.com

THE ARCHITECTS FOR THIS PROJECT ARE:
 SIMONSON & ASSOCIATES ARCHITECTS LLC
 272 Ferguson Avenue Suite 117 Des Moines, IA 50319
 PH: 515.281.7324 www.simonsonarch.com

8/11/16 10:00

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

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, APPROVING THE SITE PLAN (SP-002873-2015) TO CONSTRUCT A 67 ROOM HOTEL ON PROPERTY LOCATED AT 885 S. 51st STREET

WHEREAS, pursuant to the provisions of Title 9, Chapter 1 et seq, of the West Des Moines Municipal Code, Woodside Business Park, LLC requests approval of a site plan to construct a 67 room hotel on property locally known at 885 S. 51st Street and legally described as:

Legal Description of Property

The south 243.09 feet of Lot 2 Wirtz Commercial Park Plat 3, an official plat now in and forming a part of the City of West Des Moines, Polk County, Iowa

WHEREAS, studies and investigations were made, and staff reports and recommendations were submitted which is made a part of this record and herein incorporated by reference;

WHEREAS, on February 29, 2016, the Plan and Zoning Commission recommended to the City Council approval of the Site Plan; and

WHEREAS, on March 7, 2016, this City Council held a duly-noticed meeting to consider the application for a site plan;

WHEREAS, the City Council has approved the address of 885 S. 51st Street for this site;

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

SECTION 1. The findings, for approval, in the staff report for the preliminary plat and site plan, or as amended orally at the City Council meeting on March 7, 2016, are adopted.

SECTION 2. The Site Plan to construct a 67 room hotel are approved, subject to compliance with all conditions in the staff report, including conditions added at the Hearing, and attached hereto as Exhibit "A". Violation of any such conditions shall be grounds for revocation of the entitlement, as well as any other remedy which is available to the City.

PASSED AND ADOPTED on March 7, 2016.

Steve Gaer, Mayor

ATTEST:

Ryan T. Jacobson
City Clerk

EXHIBIT "A"
CONDITIONS OF APPROVAL

1. That the required storm water facility maintenance agreement and easement, the ingress/egress easement, and the sanitary sewer easement be executed and submitted to the City prior to receiving a building permit or prior to any public improvements being made to the site, to include public utility construction and footing and foundation permits.

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

Date: March 7, 2016

ITEM: Alluvion DSM08, 550 SE White Crane Road - Approval of site plan for Phase 3 data center construction – Microsoft Corp – SP-002985-2016

RESOLUTION: Approval of Site Plan

FINANCIAL IMPACT: Undetermined.

BACKGROUND: The applicant, Microsoft Corporation, is requesting approval of a Site Plan for Alluvion DSM08 which is Phase 3 of the Microsoft project. This phase will add four more data server buildings (approximately 285,000sf) to the site. This is the third of four anticipated phases.

Plan and Zoning Commission Action:

Vote: 4-0 approval, with Commissioner Brown, Crowley, and Southworth absent.

Date: February 29, 2016

Motion: Adopt a resolution recommending the City Council approve the Site Plan

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):

- Applicant's Request
- History
- City Council Subcommittee - Development & Planning: 2/22/2016
- Staff Review and Comments
- Comprehensive Plan Consistency
- Findings
- Staff Recommendations and Conditions of Approval
- Owner/Applicant/Applicant Representative Information

RECOMMENDATION: Based upon the preceding review and a finding of consistency with the goals and policies of the Comprehensive Plan, the Plan and Zoning Commission recommends the City Council approve the Alluvion DSM08 Site Plan to allow construction of four data server buildings within the phase three area, subject to the applicant meeting all City Code requirements and the following:

1. The applicant acknowledging that all phases collectively will need to abide at all times by the regulations stated in the City's Noise Ordinance;
2. The applicant taking the necessary measures within the limits of what Microsoft security measures will allow to minimize light pollution on surrounding properties and the area in general;
3. The applicant installing site landscaping identified for this phase in conjunction with construction of this phase, with said landscaping installed prior to issuance of a final occupancy permit; and,
4. The applicant acknowledging and agreeing that any intended modifications to the site which differ from that shown on the final approval stamped site plan drawing packet shall require the review and approval of the City prior to implementation. Said changes may require the submittal and approval of a Minor or Major Modification Permit application, whichever is deemed applicable by staff which shall be reviewed and approved prior to implementation of any changes.

Lead Staff Member: Lynne Tweed 

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	Development & Planning		
Date Reviewed	Feb 22, 2016		
Recommendation	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Split <input type="checkbox"/>

ATTACHMENTS:

- Attachment A - Plan and Zoning Commission Communication
- Exhibit I- Commission Resolution
- Exhibit A Conditions of Approval
- Exhibit II - Location Map
- Exhibit III - Site Plan -- *The current site plan includes over 100 pages. Staff has provided the key sheets to illustrate phase four improvements. If specific details are desired, staff can provide upon request.*
- Exhibit IV - Aerial illustration of site
- Attachment B - City Council Resolution
- Exhibit A - Conditions of Approval

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

Meeting Date: February 29, 2016

Item: Alluvion DSM08, 550 SE White Crane Road - Approval of site plan for Phase 3 data center construction – Microsoft Corp - SP-002987-2016

Requested Action: Approval of Site Plan

Case Advisor: Lynne Tweed 

Applicant's Request: The applicant, Microsoft Corporation, is requesting approval of a Site Plan for Alluvion DSM08 which is Phase 3 of the Microsoft project. This phase will add four more data server buildings (approximately 285,000sf) to the site. This is the third of four anticipated phases.

History: The subject site was annexed into the City as part of the Iowa 5 Annexation which was approved by the City Council in June, 2002. Microsoft received approval of the Phase One Site Plan that allowed the installation of an Administration building, four data server buildings and related site improvements on September 3, 2014. On May 4, 2015, the City Council approved a phasing plan for the installation of required landscaping coinciding with the building construction phases. On July 13, 2015, the City Council approved the site plan for Alluvion DSM06.

City Council Subcommittee: This item was presented to the Development and Planning City Council Subcommittee on February 22, 2016, as an informational item only. No discussion was had and no disagreement with the proposal was expressed.

Staff Review and Comment: This request was distributed to other City departments and other agencies for their review and comment. There are no outstanding issues.

Comprehensive Plan Consistency: The project has been reviewed for consistency with the Comprehensive Plan. Based upon that review, a finding has been made that the proposed project is consistent with the Comprehensive Plan in that the project is consistent with all of the goals and policies of the Comprehensive Plan and the land use map of the Comprehensive Plan.

Findings: This proposed project was distributed to various city departments for review and comment. Based upon that review, the following findings have been made on the proposed project:

1. The proposed development and use is consistent with the West Des Moines Comprehensive Plan in that the project has been reviewed for consistency with the Comprehensive Plan. Based upon that review, a finding has been made that the proposed project is consistent with the Comprehensive Plan in that the project is consistent with all of the goals and policies of the Comprehensive Plan.
2. The proposed development and use does assure compatibility of property uses within the zone and general area in that this project was reviewed by various City Departments for compliance with the Zoning Ordinance.
3. All applicable standards and conditions have been imposed which protects the public health, safety and welfare in that this project was reviewed by various City Departments and public agencies for compliance with the various state and local regulations. Based upon that review a finding is made that the project has been adequately conditioned to protect the health, welfare and safety of the community.
4. There is adequate on-site and off-site public infrastructure to support the proposed development in that this project was reviewed by various public agencies and City Departments and public utilities to ensure that either the petitioner will construct or the project has been conditioned to construct adequate public infrastructure to serve the development.

5. The proposed development and use has met the requirements contained in the City Code in that this project was reviewed by various City Departments and the project has complied with or has been conditioned to comply with all City Code requirements.
6. The proposed development and use is in keeping with the scale and nature of the surrounding neighborhood in that the proposed project is consistent with the zoning designation and Comprehensive Plan which designates this site as suitable for development such as that proposed by this project.

Staff Recommendation And Conditions Of Approval: Based upon the preceding review and a finding of consistency with the goals and policies of the Comprehensive Plan, staff recommends the Plan and Zoning Commission adopt a resolution recommending the City Council approve the Alluvion DSM08 Site Plan to allow construction of four data server buildings within the phase three area, subject to the applicant meeting all City Code requirements and the following:

1. The applicant acknowledging that all phases collectively will need to abide at all times by the regulations stated in the City's Noise Ordinance;
2. The applicant taking the necessary measures within the limits of what Microsoft security measures will allow to minimize light pollution on surrounding properties and the area in general;
3. The applicant installing site landscaping identified for this phase in conjunction with construction of this phase, with said landscaping installed prior to issuance of a final occupancy permit; and,
4. The applicant acknowledging and agreeing that any intended modifications to the site which differ from that shown on the final approval stamped site plan drawing packet shall require the review and approval of the City prior to implementation. Said changes may require the submittal and approval of a Minor or Major Modification Permit application, whichever is deemed applicable by staff which shall be reviewed and approved prior to implementation of any changes.

Property Owner/Applicant:

Microsoft Corporation
 Attn: Dan McDermit
 One Microsoft Way
 Redmond, WA 98052
damcderm@microsoft.com

Applicant's Representatives:

PACLAND
 11711 SE 8th Street, Suite 303
 Bellevue, WA 98005
 Attn: Steve Pesce
spesce@pacland.com

ATTACHMENTS:

- | | |
|-------------|---|
| Exhibit I- | Plan and Zoning Commission Resolution |
| Exhibit A | - Conditions of Approval |
| Exhibit II | - Location Map |
| Exhibit III | - Site Plan -- <i>The current site plan includes over 100 pages. Staff has provided the key sheets to illustrate phase three improvements. If specific details are desired, staff can provide upon request.</i> |
| Exhibit IV | - Aerial illustration of site |

RESOLUTION NO. PZC-16-014

A RESOLUTION OF THE PLAN AND ZONING COMMISSION OF THE CITY OF WEST DES MOINES, RECOMMENDING TO THE CITY COUNCIL THAT IT APPROVE A SITE PLAN TO ALLOW CONSTRUCTION OF DATA SERVER BUILDINGS

WHEREAS, pursuant to the provisions of Title 9, Chapter 1 et seq, of the West Des Moines Municipal Code, the applicant, Microsoft Corporation, has requested approval for the Alluvion DSM08 Site Plan (SP-002987-2016) located at 550 SE White Crane Road to allow construction of four data server buildings (approximately 285,000sf) and associated site improvements as part of the Alluvion DSM08 project;

WHEREAS, studies and investigations were made, and staff reports and recommendations were submitted which is made a part of this record and herein incorporated by reference;

WHEREAS, on February 29, 2016 this Commission held a duly-noticed public meeting to consider the application for Site Plan (SP-002987-2016);

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

SECTION 1. The findings, for approval, in the staff report, dated February 29, 2016, or as amended orally at the Plan and Zoning Commission meeting of February 29, 2016, are adopted.

SECTION 2. SITE PLAN (SP-002987-2016) for the construction of four data server buildings is recommended to the City Council for approval, subject to compliance with all the conditions in the staff report, dated February 29, 2016, including conditions added at the Hearing, and attached hereto as Exhibit "A". Violation of any such conditions shall be grounds for revocation of the permit, as well as any other remedy which is available to the City.

PASSED AND ADOPTED on February 29, 2016.


 Craig Erickson, Chairperson
 Plan and Zoning Commission

ATTEST:


 Recording Secretary

I HEREBY CERTIFY that the foregoing resolution was duly adopted by the Plan and Zoning Commission of the City of West Des Moines, Iowa, at a regular meeting held on February 29, 2016, by the following vote:

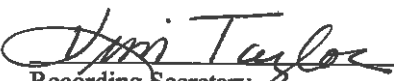
AYES: Andersen, Costa, Erickson, Hatfield

NAYS: -0-

ABSTENTIONS: -0-

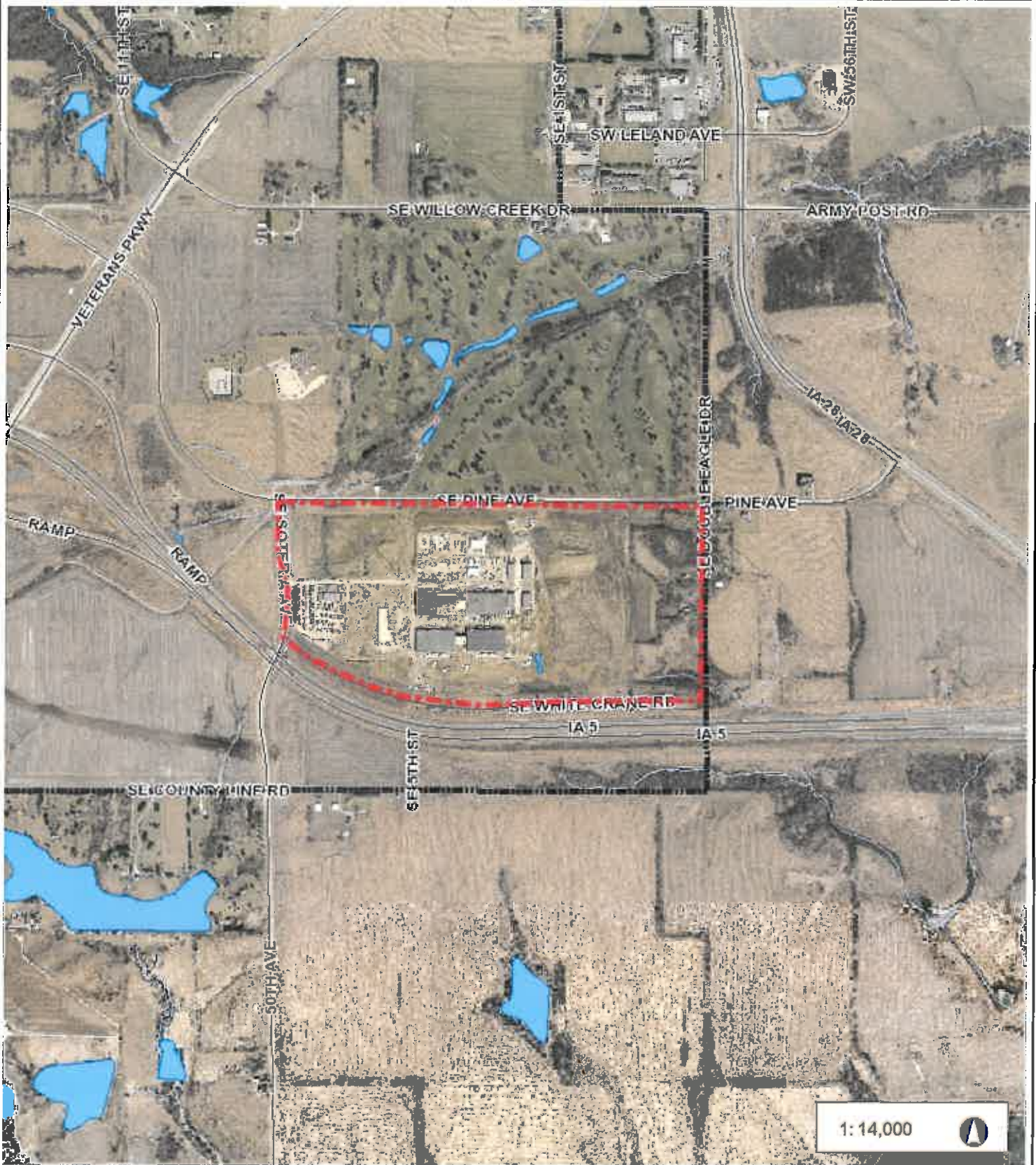
ABSENT: Brown, Southworth, Crowley

ATTEST:


 Recording Secretary

CONDITIONS OF APPROVAL

1. The applicant acknowledging that all phases collectively will need to abide at all times by the regulations stated in the City's Noise Ordinance;
2. The applicant taking the necessary measures within the limits of what Microsoft security measures will allow to minimize light pollution on surrounding properties and the area in general;
3. The applicant installing site landscaping identified for this phase in conjunction with construction of this phase, with said landscaping installed prior to issuance of a final occupancy permit; and,
4. The applicant acknowledging and agreeing that any intended modifications to the site which differ from that shown on the final approval stamped site plan drawing packet shall require the review and approval of the City prior to implementation. Said changes may require the submittal and approval of a Minor or Major Modification Permit application, whichever is deemed applicable by staff which shall be reviewed and approved prior to implementation of any changes.



1: 14,000

2,333.3 0 1,166.67 2,333.3 Feet

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

NAD_1983_StatePlane_Iowa_South_FIPS_1402_Feet
© City of West Des Moines, Iowa

THIS MAP IS NOT TO BE USED FOR NAVIGATION

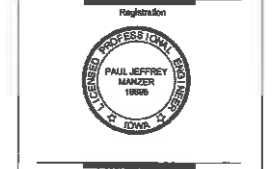
age/ logo and contact information for Page Southeastern Page, Inc.



DSM 07 DATA CENTER 550 SE WHITE CRANE ROAD WEST DES MOINES, IA 50265

Table with columns for Name, Title, and Organization, listing project team members.

Table with columns for No., Date, and Description, listing revision history.

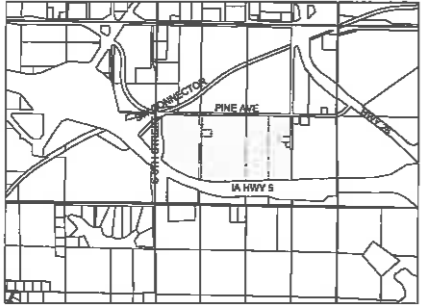


Registration information and confidentiality notice.

COVER SHEET C-A-01



DSM07 DATA CENTER 550 WHITE CRANE ROAD WEST DES MOINES, IOWA 50265



VICINITY MAP SCALE 1" = 2000'

CONSULTANTS

CIVIL: FACLAUD 11400 SE 8TH STREET, SUITE 345 BELLEVUE, WASHINGTON 98004 (425) 453-8501 CONTACT: TOM DARGAN STEVEN PESCE

SURVEYOR: CIVIL DESIGN ADVANTAGE, LLC 3405 SE CROSSROADS DR., SUITE G CRIMES, IA 50111 (515) 359-4400 CONTACT: DEAN ROGHAIER MIKE BROONER, P.L.S.

ARCHITECT: PAGE, LLP 400 WEST CESAR CHAVEZ, SUITE 900 AUSTIN, TX 78701 (512) 472-8721 CONTACT: JASON GILBERT, AIA

OWNER/APPLICANT

MICROSOFT CORPORATION ONE MICROSOFT WAY REDMOND, WA 98052 OFFICE: (425) 703-4609 CELL: (425) 505-8321 CONTACT: DANIEL McDERMIT

GOVERNING AGENCIES

CITY OF WEST DES MOINES 4200 HILLS CIVIC PARKWAY, SUITE 2D WEST DES MOINES, IA 50265 (515) 222-3420 CONTACT: LYNNE TWEDT

FIRE DISTRICT

CITY OF WEST DES MOINES 3421 ASHWORTH ROAD WEST DES MOINES, IA 50265 (515) 222-3420 CONTACT: MIKE WHITSELL

UTILITIES

WATER: WEST DES MOINES WATER WORKS 4200 HILLS CIVIC PARKWAY, SUITE 1D WEST DES MOINES, IA 50265-2048 (515) 222-3510 CONTACT: DIANA WILSON, P.E.

SANITARY SEWER

CITY OF WEST DES MOINES 590 SOUTH 16TH STREET WEST DES MOINES, IA 50265 (515) 222-3480 CONTACT: CLINT CARPENTER

BENCHMARK

BENCH MARK WDM-BM-101 CITY OF WEST DES MOINES 1-1/2" SURVEY CAP IN CONCRETE CYLINDER 1.564 +/- FEET WEST OF INTERSECTION OF SOUTH 11TH STREET AND ARMY POST ROAD, 54.5 FEET NORTH OF THE CENTERLINE OF ARMY POST ROAD. (SEE CITY TIE)

ELEVATION = 172.02

BENCH MARK WDM-BM-110

CITY OF WEST DES MOINES 1-1/2" SURVEY CAP IN CONCRETE CYLINDER AT THE NORTHEAST CORNER OF S DRILLA ROAD AND SOUTH COUNTY LINE ROAD (SEE CITY TIE)

NORTHING = 551027.84 EASTING = 1576843.14

ELEVATION = 195.97 TO CONVERT FROM WEST DES MOINES DATUM TO NAVD83 DATUM ADD 774.01 FEET.

LEGAL DESCRIPTION

A PART OF THE SOUTHEAST QUARTER AND PART OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 78 NORTH, RANGE 28 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE WEST HALF OF SAID SOUTHEAST QUARTER; THENCE SOUTH 0°44'05" EAST ALONG THE EAST LINE OF SAID WEST HALF OF THE SOUTHEAST QUARTER, 1899.11 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF IOWA HIGHWAY 5; THENCE NORTH 89°38'30" WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE, 406.92 FEET; THENCE SOUTH 87°11'50" WEST CONTINUING ALONG SAID NORTHERLY RIGHT OF WAY LINE, 260.47 FEET; THENCE SOUTH 87°54'07" WEST CONTINUING ALONG SAID NORTHERLY RIGHT OF WAY LINE, 1555.25 FEET; THENCE NORTHWESTERLY CONTINUING ALONG SAID NORTHERLY RIGHT OF WAY LINE AND ALONG CURVE CONCAVE NORTHEASTERLY WHOSE RADIUS IS 2473.75 FEET, WHOSE ARC LENGTH IS 1659.46 FEET AND WHOSE CHORD BEARS NORTH 68°54'28" WEST, 1628.52 FEET; THENCE NORTH 50°29'18" WEST CONTINUING ALONG SAID NORTHERLY RIGHT OF WAY LINE, 85.47 FEET TO THE EASTERLY RIGHT OF WAY LINE OF SOUTH 8TH STREET; THENCE NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE AND A CURVE CONCAVE WESTERLY WHOSE RADIUS IS 1077.10 FEET, WHOSE ARC LENGTH IS 610.05 FEET AND WHOSE CHORD BEARS NORTH 3°27'49" EAST, 601.93 FEET; THENCE CONTINUING NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE AND A CURVE CONCAVE EASTERLY WHOSE RADIUS IS 1908.46 FEET, WHOSE ARC LENGTH IS 428.18 FEET AND WHOSE CHORD BEARS NORTH 08°22'48" WEST, 424.28 FEET; THENCE NORTH 09°00'08" EAST CONTINUING ALONG SAID EASTERLY RIGHT OF WAY LINE, 235.47 FEET; THENCE NORTH 78°11'00" EAST CONTINUING ALONG SAID EASTERLY RIGHT OF WAY LINE, 85.91 FEET; THENCE NORTH 55°49'48" EAST CONTINUING ALONG SAID EASTERLY RIGHT OF WAY LINE, 79.45 FEET TO A POINT BEING 33.00 FEET SOUTH OF THE NORTH LINE OF SAID SOUTHWEST QUARTER; THENCE NORTH 89°43'18" WEST PARALLEL WITH SAID NORTH LINE OF THE SOUTHWEST QUARTER, 309.62 FEET TO THE WEST LINE OF SAID SOUTHWEST QUARTER; THENCE NORTH 00°10'08" WEST ALONG SAID WEST LINE, 33.00 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 35; THENCE SOUTH 89°43'18" EAST ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER, 2641.54 FEET TO THE CENTER OF SAID SECTION 35; THENCE SOUTH 89°43'28" EAST ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER, 1315.47 FEET TO THE POINT OF BEGINNING AND CONTAINING 160.70 ACRES (7,000,160 SQUARE FEET).

NOTES

- 1. SITE WORK FOR THIS PROJECT SHALL MEET OR EXCEED THE PROJECT SPECIFICATIONS AND THE CURRENT CITY OF WEST DES MOINES STANDARD SPECIFICATIONS FOR SUBDIVISIONS AND ADDENDUMS.
2. THE DESIGN SHOWN IS BASED UPON THE ENGINEER'S UNDERSTANDING OF THE EXISTING CONDITIONS AND DSM05 DESIGN INFORMATION. THIS PLAN DOES NOT REPRESENT A DETAILED FIELD SURVEY. THE EXISTING CONDITIONS SHOWN ON THIS PLAN SHEET ARE BASED UPON SURVEY PREPARED BY CIVIL DESIGN ADVANTAGE DATED 8/3/2014 AND DSM05 DESIGN DOCUMENTS. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING FIELD CONDITIONS PRIOR TO BIDDING THE PROPOSED SITEWORK IMPROVEMENTS. IF CONFLICTS ARE DISCOVERED, THE CONTRACTOR SHALL NOTIFY THE OWNER PRIOR TO INSTALLATION OF ANY PORTION OF THE SITEWORK WHICH WOULD BE AFFECTED. IF CONTRACTOR DOES NOT ACCEPT EXISTING SURVEY, INCLUDING TOPOGRAPHY AS SHOWN ON THE PLANS, WITHOUT EXCEPTION, HE SHALL HAVE MADE, AT HIS/HER OWN EXPENSE, A TOPOGRAPHIC SURVEY BY A REGISTERED LAND SURVEYOR AND SUBMIT IT TO THE OWNER FOR REVIEW.
3. CAUTION - NOTICE TO CONTRACTOR. THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES. PRIOR TO PHASE DESIGN INFORMATION AND, WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANY AT LEAST 48 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THESE PLANS.

SITE AREA DATA

Table with columns: EXISTING / PROPOSED / TOTAL LAND AREA (LOT 1) / DSM05 AREA / DSM06 AREA / DSM07 AREA / OPEN SPACE AREA: REQUIRED / PROVIDED. Includes values for IMPERVIOUS and PERVIOUS surfaces.

BUILDING DATA

Table with columns: DSM07.AZA & DSM07.AZB (142,285 SF) and DSM07.AZC & DSM07.AZD (142,285 SF).

SITE DATA

Table with columns: EXISTING COMPREHENSIVE PLAN, PROPOSED COMPREHENSIVE PLAN, EXISTING ZONING, PROPOSED ZONING, SURROUNDING LAND USES, NORTH, EAST, SOUTH, WEST. Includes designations like LIGHT INDUSTRIAL and IOWA-5 FREEWAY UNZONED.

SHEET INDEX

Table listing sheet numbers (C-A-01 to C-F-11) and corresponding sheet titles such as CIVIL COVER SHEET, CIVIL BASE CONDITIONS MAP, CIVIL DEMOLITION AND TESS PLAN, etc.



Know what's below. Call before you dig.

APPROVED BY: DATE: CITY OF WEST DES MOINES

IOWA ONE CALL AT 811 OR 1-800-292-8889 CONTRACTORS WEB TICKET ENTRY



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

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Page: Sheet 05 of 10
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 Austin, TX 78701
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 512.422.3211

Microsoft DSM07 DATA CENTER 550 SE WHITE CRANE ROAD WEST DES MOINES, IA 50265

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Client	MSFT
Checked	JAM
Date	10/24/2015
Project No.	15000000
Sheet No.	15000000

Approvals

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Revisions

No.	Date	Description
1	2015.07.24	10% IFC

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 This information constitutes confidential proprietary trade secrets as defined in the Iowa Uniform Trade Secrets Act and is provided pursuant to a promise of confidentiality.

Sheet Title/Number
BUILDING NOMENCLATURE PLAN
 G-A-05

GENERAL NOTES BUILDING NOMENCLATURE PLAN

- THIS SHEET IS INTENDED TO COMPLY THE FULL BUILD-OUT STRATEGY FOR BUILDING EQUIPMENT NAMING ONLY.
- THIS DRAWING INCLUDES PHASE 3 CONSTRUCTION AS WELL AS FUTURE PHASES. FUTURE PHASES ARE SHOWN DISCONTINUOUSLY.
- REFER TO THE REST OF THIS SET FOR SPECIFIC INFORMATION RELATED TO THE CONSTRUCTION OF PHASE 3.
- THE FULL SITE BUILD-OUT CONSISTS OF (1) ADMINISTRATION BUILDING, THIS BUILDING IS CONSTRUCTED IN PHASE 1.
- THE FULL SITE BUILD-OUT CONSISTS OF (2) CNR BUILDINGS, LETTERED A THROUGH D. ALL CNR BUILDINGS ARE CONSTRUCTED IN PHASE 1.
- THE FULL SITE BUILD-OUT CONSISTS OF (3) AZ SETS, NUMBERED 1 THROUGH 4. AZ SET 1 IS INCLUDED WITH PHASE 1 CONSTRUCTION.
- EACH AZ SET CONTAINS (A) AZs, LETTERED A, B, C, OR D AND (2) AZ SUPPORT BUILDINGS, NUMBERED 1 OR 2. SBA IS ALWAYS BETWEEN AZ A & B, SBB IS ALWAYS BETWEEN AZ C & D. THE SUPPORT BUILDINGS IN AZ SET 3 ARE CONSTRUCTED WITH PHASE 3 CONSTRUCTION.
- EACH AZ IS DIVIDED INTO (4) CELLS, NUMBERED 1 THROUGH 4. EACH CELL IS DIVIDED INTO (2) MZs. EACH MZ IS LETTERED EITHER A OR B. REFER TO THE DIAGRAM ON THIS SHEET FOR ADDITIONAL DETAIL. NOTE: THE CELL AND MZ DIMENSIONS ARE FOR PURPOSES OF EQUIPMENT INSTALLATION AND OPERATIONAL DISPOSITIONS ONLY. THERE ARE NO PHYSICAL SEPARATIONS BETWEEN CELLS AND/OR MZs.
- AREAS SHOWN ON SITE AS "FUTURE UNPROGRAMMED SPACE" ARE AREAS DESIGNATED FOR POTENTIAL FUTURE USE. NO BUILDING CONSTRUCTIONS IS INCLUDED IN ANY OF THESE AREAS FOR PHASE 3.

BUILDING NOMENCLATURE LEVEL KEY

BUILDING DESIGNATIONS
 AS = AVAILABILITY SET (A/AZ SET), (B) PER FULLY BUILT-OUT SITE, NUMBERED 1, 2, 3, OR 4

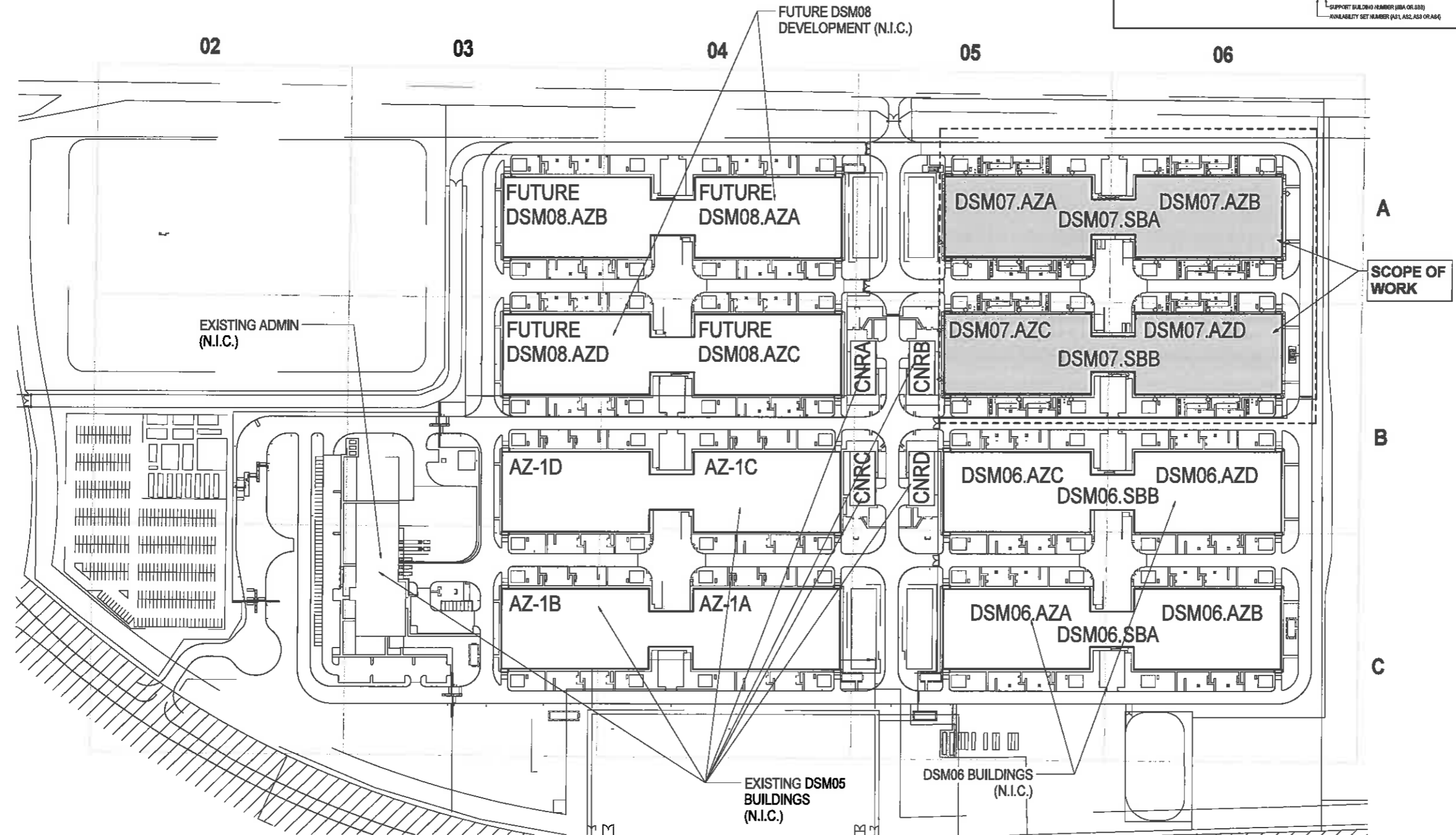
BUILDING
 AB = ADMINISTRATIVE BUILDING (A/AZ ADMIN BUILDING), 1 PER FULLY BUILT-OUT SITE
 AZ = AVAILABILITY ZONE (A/AZ BUILDING), 4 PER AVAILABILITY SET, LETTERED A, B, C, OR D
 CN = CORE NETWORK ROOM (A/AZ CNR BUILDING), 4 PER FULLY BUILT-OUT SITE, LETTERED A, B, C, OR D
 SB = SUPPORT BUILDING (A/AZ SUPPORT BUILDING), 2 PER AVAILABILITY SET, NUMBERED 1 OR 2
 TL = TRAILER (NOT INCLUDED IN PHASE 3 PROJECT SCOPE)
 WH = WAREHOUSE (NOT INCLUDED IN PHASE 3 PROJECT SCOPE)

AREA DESIGNATIONS WITHIN BUILDINGS
 CE = CELL, 4 PER AZ, NUMBERED 1, 2, 3, OR 4
 MZ = MAINTENANCE ZONE, 2 PER CELL, LETTERED A OR B

TYPICAL NAMING CONVENTION EXAMPLES

CELL
 AZ LETTER (AZA, AZB, AZC, OR AZD)
 AVAILABILITY SET NUMBER (AS1, AS2, AS3, OR AS4)

SUPPORT BUILDING
 SUPPORT BUILDING NUMBER (SBA OR SBB)
 AVAILABILITY SET NUMBER (AS1, AS2, AS3, OR AS4)



1 BUILDING NOMENCLATURE PLAN
 SCALE: 1" = 100'-0"





DSM 07 DATA CENTER 550 SE WHITE CRANE ROAD WEST DES MOINES, IA 50265

Design Team

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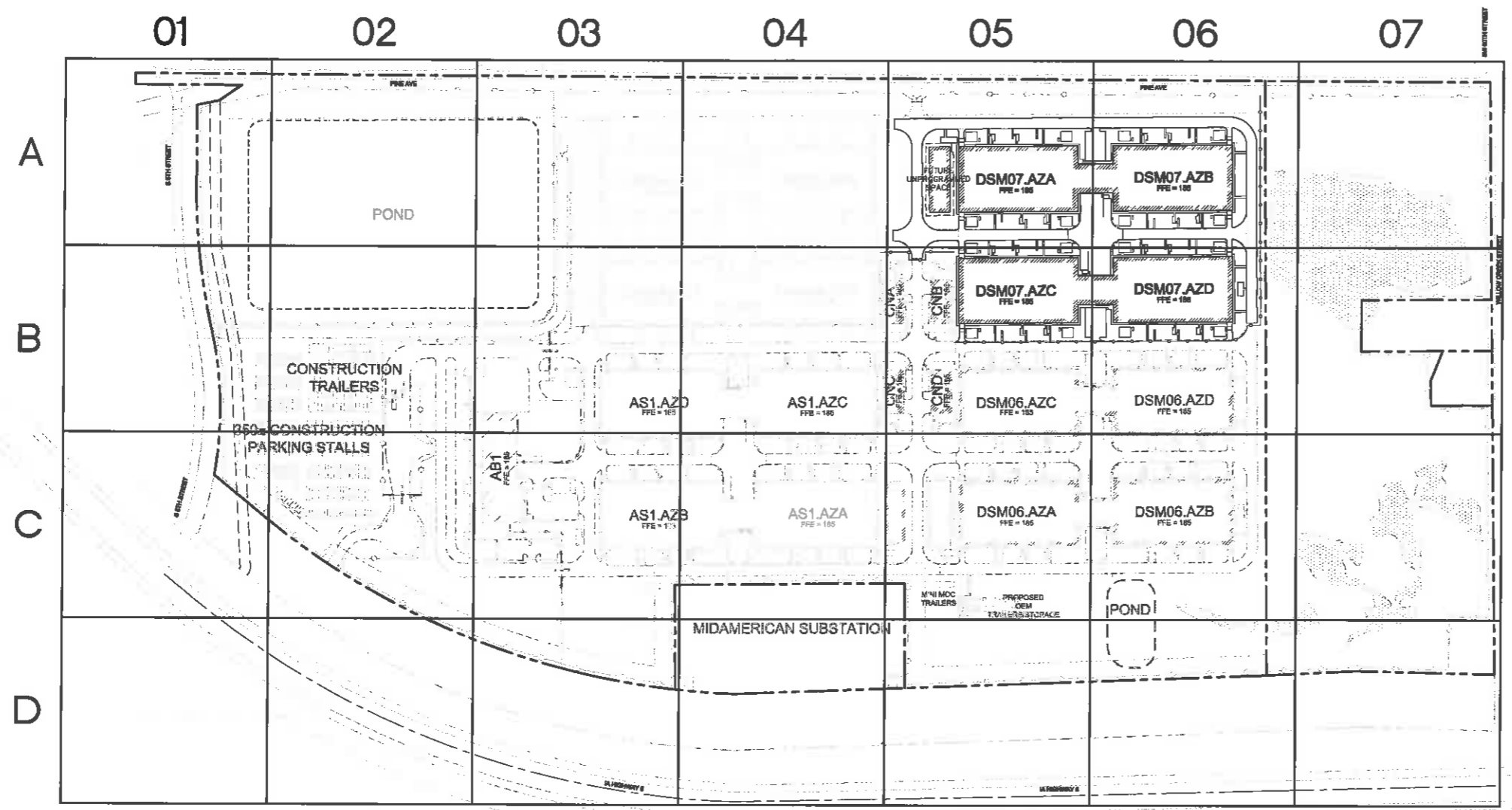
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PLUMBING	WALTER BRANNING
UTILITY	PETER WELCH

Revisions

No.	Date	Description
1	2014.07.24	ISSUE FOR PERMIT



CITY OF WEST DES MOINES NOTES

- ALL CONNECTIONS TO PUBLIC SEWERS SHALL BE CORE DRILLED TO MANHOLES.
- ALL CONSTRUCTION WITHIN PUBLIC R.O.W./EASEMENTS, AND/OR ANY CONNECTION TO PUBLIC SEWERS AND STREETS SHALL COMPLY WITH THE WEST DES MOINES STANDARD CONSTRUCTION SPECIFICATION FOR SUBDIVISIONS.
- AT LEAST ONE WEEK PRIOR TO ANY CONSTRUCTION WITHIN PUBLIC R.O.W./ EASEMENTS AND/ OR ANY CONNECTION TO PUBLIC SEWERS AND STREETS, THE CONTRACTOR SHALL CONTACT THE WDM CONSTRUCTION DIVISION 'JOINT CARPENTER' (515-222-3480) TO OBTAIN APPLICABLE CITY PERMITS THAT MAY BE NECESSARY.

GENERAL NOTES

- DIMENSIONS AND COORDINATES ARE TO FACE OF CURB (TYP).
- UTILITY INSTALLATION INCLUDES TRENCHING, PIPE BEDDING AND BACKFILL, REINSTATE SURFACE TO ORIGINAL CONDITION UNLESS NOTED OTHERWISE ON SITE IMPROVEMENTS PLAN.
- PROVIDE THRUST BLOCKS/JOINT RESTRAINTS ON ALL PRESSURIZED LINES. SEE DETAIL 4/C-F-11 FOR JOINT RESTRAINTS.
- FIELD VERIFY LIMITS OF DEMOLITION & LOCATION OF UTILITIES TO BE REMOVED.
- FIELD VERIFY CONNECTION POINTS TO EXISTING UTILITIES. NOTIFY ENGINEER OF DISCREPANCIES.
- EXISTING GRADES SHOWN ARE APPROXIMATE AND SHOULD BE FIELD VERIFIED.
- CONTRACTOR RESPONSIBLE TO MAINTAIN POSITIVE DRAINAGE TO STORM DRAIN SYSTEM UNTIL PERMANENT STORM DRAIN SYSTEM IS INSTALLED.
- TELECOM, ELECTRICAL & LSS SHOWN FOR REFERENCE ONLY. FIELD VERIFY LOCATIONS PRIOR TO EXCAVATION.
- ADJUST UTILITY STRUCTURES (PIVS, HYDRANTS, MH'S, CB'S, VAULTS ETC) TO FINISH GRADE WHEN COMPLETING FINAL GRADING. ELECTRICAL AND TELECOM VAULTS TO BE ADJUSTED TO FINISHED GRADE WITH GRADE RINGS.
- UNLESS OTHERWISE DIRECTED BY THE OWNER OR BY THE A/E, THE CONTRACTOR SHALL REPLACE, IN KIND, ALL BASE, AC PAVING, CONCRETE CURBS, GUTTERS AND SIDEWALKS, UTILITIES, LANDSCAPING, AND IRRIGATION LINES, NOT INTENDED FOR DEMOLITION, BUT WHICH HAVE BEEN REMOVED OR DISTURBED AS A RESULT OF DEMOLITION ACTIVITIES.
- WHERE DEMOLITION OCCURS AND NO SPECIFIC INSTRUCTIONS ARE MADE CONCERNING NEW OR REPLACEMENT FEATURES, THE CONTRACTOR SHALL RESTORE THE AREA TO A FINISHED CONDITION USING MATERIALS MATCHING THOSE ADJACENT TO THE REMOVAL SITE. MAKING SURE PROPER DRAINAGE AND APPEARANCE IS ATTAINED.
- COORDINATE INSTALLATION OF ELECTRICAL GROUNDING GRID AT SITE & BLDG SLABS, FENCING AND WALLS WITH ELECTRICAL DRAWINGS.
- SEE ELECTRICAL PLANS FOR SITE LIGHTING.

- NOTES (PAGE 1)**
- ALL WORK AND MATERIALS SHALL COMPLY WITH ALL CITY/COUNTY REGULATIONS AND CODES AND O.S.H.A. STANDARDS.
 - CAUTION - NOTICE TO CONTRACTOR** THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITIES, AND WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANY AT LEAST 48 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES AND EXISTING IMPROVEMENTS WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS ON THE PLANS.
 - CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS FOR EXACT LOCATION AND DIMENSIONS OF OUTDOOR UTILITY YARD, EXIT PORCHES, SIDEWALKS, RAMPS & TRUCK DOCKS. PRECISE BUILDING DIMENSIONS AND EXACT BUILDING UTILITY ENTRANCE LOCATIONS.
 - DIMENSIONS SHOWN REFER TO FACE OF CURB, TOP OF PAVEMENT, BUILDING GRID LINES OR TO THE CENTERLINE OF PAVEMENT STRIPING, UNLESS OTHERWISE NOTED.
 - ALL PAVED PARKING LOT AREAS WITHIN THE LIMITS OF IMPROVEMENTS SHALL BE STANDARD DUTY PAVEMENT UNLESS OTHERWISE NOTED.
 - CONTRACTOR SHALL PROVIDE A TEMPORARY TRAFFIC CONTROL PLAN FOR THE CITY ENGINEER'S APPROVAL PRIOR TO ANY WORK WITHIN THE CITY RIGHT-OF-WAY. TEMPORARY TRAFFIC CONTROL REQUIRED WITHIN THE MICROSOFT PROPERTY SHALL BE PROVIDED TO MICROSOFT DSM OPERATIONS MANAGER PRIOR TO ANY WORK.
 - REFER TO WILLOW CREEK PLAT 1 FOR LEGAL DESCRIPTION, DIMENSIONS OF PROPERTY LINES, BASIS OF BEARINGS & BENCHMARK INFORMATION.
 - ALL ON-SITE PAINTED STRIPING SHALL BE THERMOPLASTIC. (CONTRACTOR TO REFER TO PROJECT SPECIFICATIONS FOR ADDITIONAL PAVING MARKING REQUIREMENTS.)
 - PARKING LOT STRIPING SHALL BE WHITE, 4" WIDE & THERMOPLASTIC, UNLESS OTHERWISE NOTED. LIGHT POLE BASES TO BE PAINTED TRAFFIC YELLOW (DOUBLE COAT)
 - EXISTING STRUCTURES WITHIN CONSTRUCTION LIMITS ARE TO BE ABANDONED, REMOVED OR RELOCATED AS NECESSARY OR AS SHOWN ON C-B-02. ALL COST SHALL BE INCLUDED IN BASE BID.
 - CONTRACTOR SHALL BE RESPONSIBLE FOR ALL RELOCATIONS, INCLUDING BUT NOT LIMITED TO, ALL UTILITIES, STORM DRAINAGE, SIGNS, ETC. AS REQUIRED. ALL WORK SHALL BE IN ACCORDANCE WITH GOVERNING AUTHORITIES SPECIFICATIONS AND SHALL BE APPROVED BY SUCH. ALL COST SHALL BE INCLUDED IN BASE BID
 - CURB RADI ADJACENT TO PARKING STALLS SHALL BE 3'. ALL OTHER CURB RADI SHALL BE 10', UNLESS OTHERWISE NOTED.
 - ALL INTERNAL DRIVES, INCLUDING THE GRAVEL DRIVE CONNECTION SHALL BE CONSTRUCTED TO ACCOMMODATE 75,000 LBS. G.V.W. ALL PAVED SURFACES SHALL BE MAINTAINED 365 DAYS A YEAR, INCLUDING THE PLOWING OF SNOW.



CITY OF WEST DES MOINES
 APPROVED BY: _____ DATE: _____

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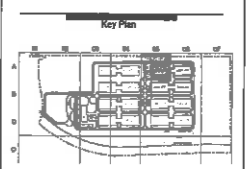
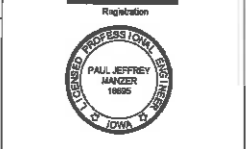
DSM 07 DATA CENTER 550 SE WHITE CRANE ROAD WEST DES MOINES, IA 50265

Design Team

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Date	14 SEPTEMBER 2014
Project No.	000720
Sheet No.	P. 1000

Approvals

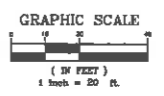
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Client Representative F6	
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Client Representative F49	
Client Representative F50	



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CIVIL SITE IMPROVEMENTS PLAN

CITY OF WEST DES MOINES
 APPROVED BY: _____ DATE: _____
 C-C1-A05



LEGEND

---	PROPERTY LINE
---	PROPOSED BUILDING
---	PROPOSED CURB
---	SECURITY FENCE
---	TEMPORARY CHAINLINK FENCE
---	PERMANENT CHAINLINK FENCE
---	HEAVY DUTY ASPHALT PAVEMENT
---	STANDARD DUTY ASPHALT PAVEMENT
---	CONCRETE PAVEMENT
---	CONCRETE SIDEWALK
---	GRAVEL ROAD
---	LANDSCAPING
---	PIPE BOLLARD
---	FIRE HYDRANT
---	VEHICULAR DIRECTIONAL SIGN
---	ELECTRICAL OVERHEAD FOUNDATION

SITE KEY

(A)	CONNECT TO EXISTING CONCRETE CURB, FIELD VERIFY
(B)	6" STANDARD CONCRETE CURB (TYP)
(C)	CONCRETE PAVEMENT (TYP)
(D)	HEAVY-DUTY ASPHALT PAVEMENT (TYP)
(E)	LIGHT-DUTY ASPHALT PAVEMENT (TYP)
(F)	HEAVY TO LIGHT DUTY AC TRANSITION, SAND AND SEAL (TYP)
(G)	ASPHALT-CONCRETE PAVEMENT TRANSITION
(H)	CONCRETE SIDEWALK (TYP)
(I)	GRAVEL ROAD (TYP)
(J)	6" FLUSH VERTICAL CURB W/ 4" WIDE STRIPING
(K)	KADA STALL (TYP)
(L)	SIDEWALK RAMP (TYP)
(M)	4" WIDE, SOLID WHITE THERMOPLASTIC STRIPE (TYP)
(N)	4" WIDE STRIPING AT 45°, 36" O.C. (TYP)
(O)	PIPE BOLLARD (QUANTITIES SHOWN IN PARENTHESES) (SEE ARCHITECTURAL PLANS FOR LOCATIONS)
(P)	STOP BAR (TYP)
(Q)	STOP SIGN PER MUTCD R10-8
(R)	SPEED LIMIT SIGN PER MUTCD R2-1
(S)	TYPE II BARRICADE (TYP)
(T)	SAWOUT AND MATCH EDGE OF EXISTING ASPHALT PAVEMENT SAND AND SEAL (TYP)
(U)	CONCRETE RIBBON DRAIN (SEE DRAINAGE PLAN)
(V)	JERSEY BARRIER (TYP)
(W)	ECOCLOGY BLOCK 2'x2'x6" (TYP)
(X)	PLASTIBETON TELECOM TRENCH (TYP) (SEE TELECOM PLANS)
(Y)	STANDARD TO BARRIER CURB TRANSITION

SITE FEATURES (BY OTHERS)

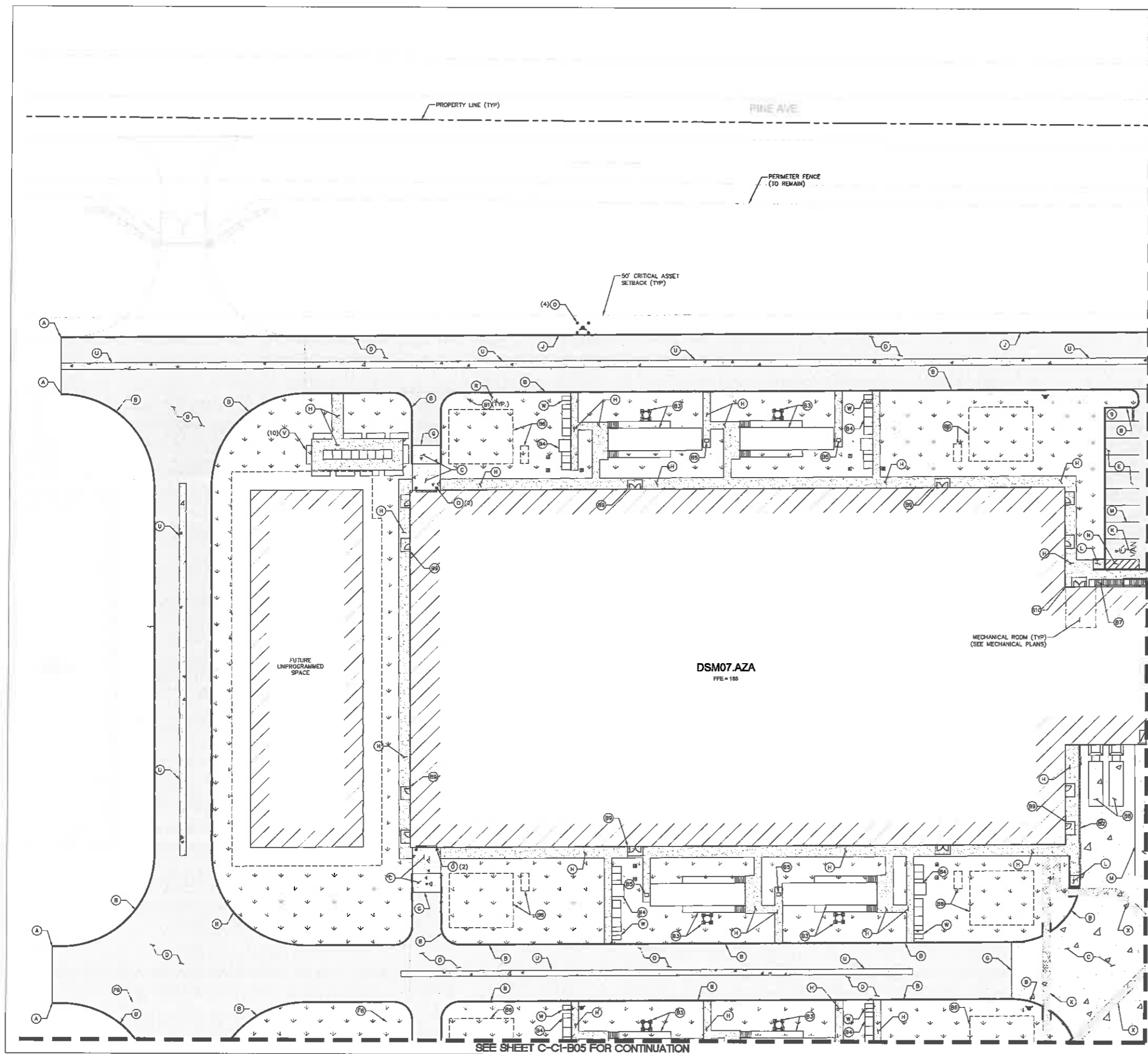
(1)	SITE LIGHTING (SEE ELECTRICAL PLANS)
(2)	CAST IN PLACE CONCRETE WALL (SEE STRUCTURAL PLANS.)
(3)	GENERATOR (TYP) (SEE ELECTRICAL PLANS)
(4)	ELECTRICAL EQUIPMENT (TYP) (SEE ELECTRICAL PLANS)
(5)	FUEL PAD (TYP) (SEE STRUCTURAL PLANS)
(6)	PUMP HOUSE/COOLING TOWER (TYP) (SEE ARCHITECTURAL/MECHANICAL PLANS)
(7)	STAIRS (TYP) (SEE ARCHITECTURAL PLANS.)
(8)	COMPACTOR (TYP) (SEE ARCHITECTURAL PLANS)
(9)	DOOR STOOP (TYP) (SEE STRUCTURAL PLANS)
(10)	KNOX BOX (TYP) (SEE STRUCTURAL PLANS)

FENCING KEY

(1)	6' TALL, GALVANIZED CHAIN LINK FENCE (NO BARBED WIRE)
(2)	FENCE SIGNAGE, MAXIMUM SPACING 150', CENTER ON FENCE PANELS. CONTRACTOR TO SUBMIT PROPOSED LOCATIONS TO MICROSOFT SECURITY FOR APPROVAL PRIOR TO INSTALLATION.
(3)	6' TALL CHAIN LINK, DOUBLE SWING GATE, 30' WIDE CLEAR OPENING.
(4)	2' WIDE CHAIN LINK PEDESTRIAN GATE
(5)	KNOX BOX (SEE SECURITY PLANS FOR DETAIL)
(6)	6' TALL TEMPORARY CHAIN LINK FENCE WITH PIER BLOCKS



CITY OF WEST DES MOINES
 APPROVED BY: _____ DATE: _____



SEE SHEET C-C1-B05 FOR CONTINUATION

SEE SHEET C-C1-A08 FOR CONTINUATION

DSM07.AZA
 FFE=105

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DSM 07 DATA CENTER 550 SE WHITE CRANE ROAD WEST DES MOINES, IA 50265

Design Team

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Architect	J.A. JENSEN
Contractor	L.S. JENSEN
Date	12 SEPTEMBER 2014
Project No.	100000000
Sheet No.	P-1000

Approvals

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Professional Engineer	ERIC SEAL	Date
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Professional Engineer	BOB WATSON	Date
Professional Engineer	JOHN CARROLL	Date
Professional Engineer	ANDY BAXTER	Date
Professional Engineer	WALTER WILSON	Date
Professional Engineer	PETE BRITTON	Date

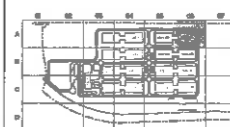
Revision

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1	2015.07.24	ISSUE FOR PERMITS

Registration



Key Plan

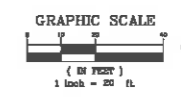


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Sheet Title Number

CIVIL SITE IMPROVEMENTS PLAN

C-C1-A06



LEGEND

- PROPERTY LINE
- PROPOSED BUILDING
- PROPOSED CURB
- SECURITY FENCE
- TEMPORARY CHAINLINK FENCE
- PERMANENT CHAINLINK FENCE
- HEAVY DUTY ASPHALT PAVEMENT
- STANDARD DUTY ASPHALT PAVEMENT
- CONCRETE PAVEMENT
- CONCRETE SIDEWALK
- GRAVEL ROAD
- LANDSCAPING
- PIPE BOLLARD
- FIRE HYDRANT
- VEHICULAR DIRECTIONAL SIGN
- ELECTRICAL OVER-HEAD FOUNDATION

SITE KEY

- (A) CONNECT TO EXISTING CONCRETE CURB, FIELD VERIFY
- (B) 6" STANDARD CONCRETE CURB (TYP)
- (C) CONCRETE PAVEMENT (TYP)
- (D) HEAVY-DUTY ASPHALT PAVEMENT (TYP)
- (E) LIGHT-DUTY ASPHALT PAVEMENT (TYP)
- (F) HEAVY TO LIGHT DUTY AC TRANSITION, SAND AND SEAL (TYP)
- (G) ASPHALT-CONCRETE PAVEMENT TRANSITION
- (H) CONCRETE SIDEWALK (TYP)
- (I) GRAVEL ROAD (TYP)
- (J) 6" FLUSH VERTICAL CURB W/ 4" WIDE STRIPING
- (K) ADA STALL (TYP)
- (L) SIDEWALK RAMP (TYP)
- (M) 4" WIDE, SOLID WHITE THERMOPLASTIC STRIPE (TYP)
- (N) 4" WIDE STRIPING AT 45°, 36" O.C. (TYP)
- (O) PIPE BOLLARD (QUANTITIES SHOWN IN PARENTHESES) (SEE ARCHITECTURAL PLANS FOR LOCATIONS)
- (P) STOP BAR (TYP)
- (Q) STOP SIGN PER MUTCD R10-6
- (R) SPEED LIMIT SIGN PER MUTCD R2-1
- (S) TYPE II BARRICADE (TYP)
- (T) SAWCUT AND MATCH EDGE OF EXISTING ASPHALT PAVEMENT SAND AND SEAL (TYP)
- (U) CONCRETE RIBBON DRAIN (SEE DRAINAGE PLAN)
- (V) JERSEY BARRIER (TYP)
- (W) ECOLOGY BLOCK 2'-2'x6" (TYP)
- (X) PLASTIBETON TELECOM TRENCH (TYP) (SEE TELECOM PLANS)
- (Y) STANDARD TO BARRIER CURB TRANSITION

SITE FEATURES (BY OTHERS)

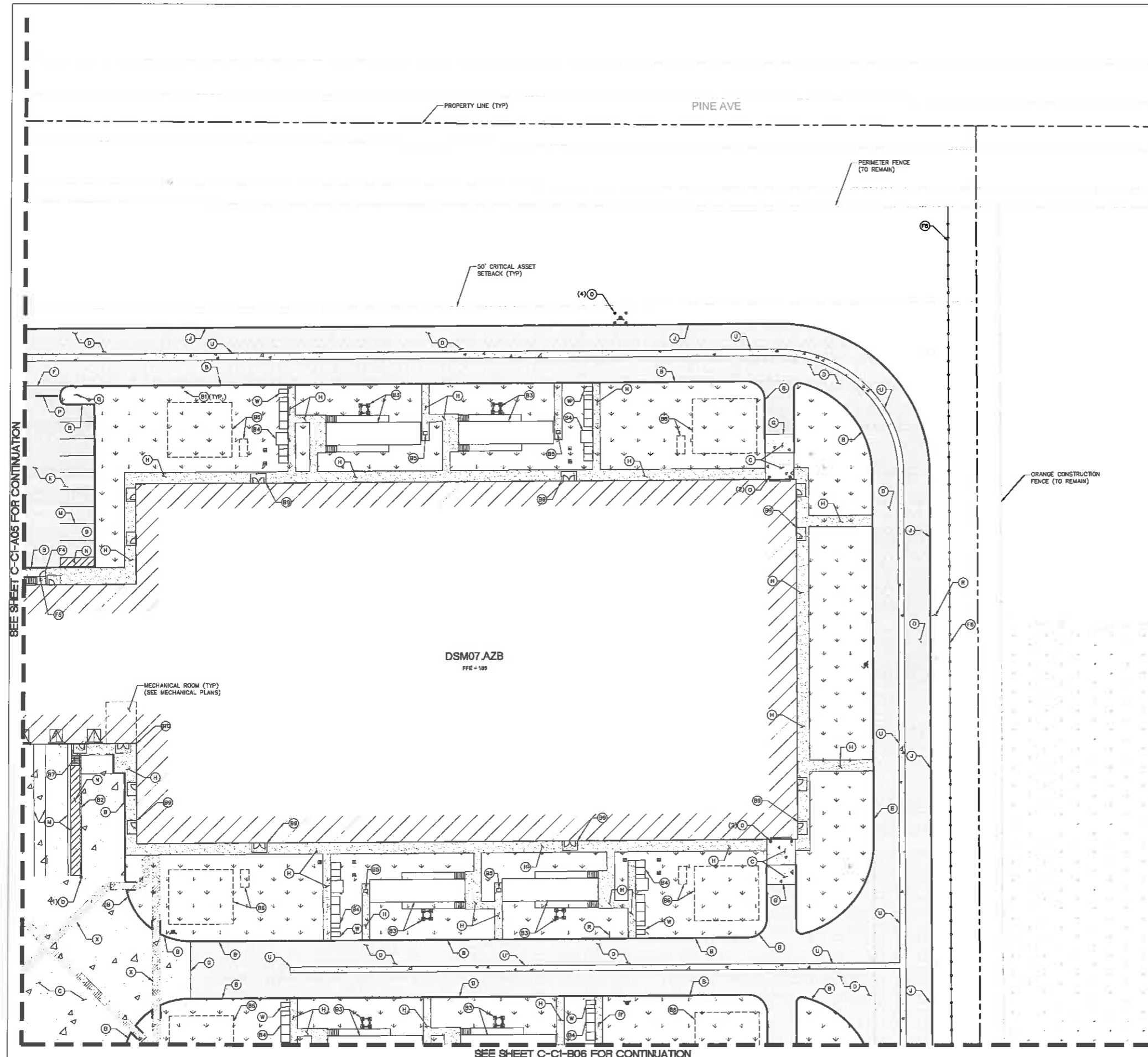
- (1) SITE LIGHTING (SEE ELECTRICAL PLANS)
- (2) CAST IN PLACE CONCRETE WALL (SEE STRUCTURAL PLANS.)
- (3) GENERATOR (TYP) (SEE ELECTRICAL PLANS)
- (4) ELECTRICAL EQUIPMENT (TYP) (SEE ELECTRICAL PLANS)
- (5) FUEL PAD (TYP) (SEE STRUCTURAL PLANS)
- (6) PUMP HOUSE/COOLING TOWER (TYP) (SEE ARCHITECTURAL/MECHANICAL PLANS)
- (7) STAIRS (TYP) (SEE ARCHITECTURAL PLANS.)
- (8) COMPACTOR (TYP) (SEE ARCHITECTURAL PLANS)
- (9) DOOR STOOP (TYP) (SEE STRUCTURAL PLANS)
- (10) KNOX BOX (TYP) (SEE STRUCTURAL PLANS)

FENCING KEY

- (1) 6' TALL, GALVANIZED CHAIN LINK FENCE (NO BARBED WIRE.)
- (2) FENCE SIGNAGE, MAXIMUM SPACING 150', CENTER ON FENCE PANELS. CONTRACTOR TO SUBMIT PROPOSED LOCATIONS TO MICROSOFT SECURITY FOR APPROVAL PRIOR TO INSTALLATION.
- (3) 6' TALL CHAIN LINK, DOUBLE SWING GATE, 30' WIDE CLEAR OPENING.
- (4) 3' WIDE CHAIN LINK PEDESTRIAN GATE
- (5) KNOX BOX (SEE SECURITY PLANS FOR DETAIL)
- (6) 6' TALL TEMPORARY CHAIN LINK FENCE WITH PIER BLOCKS



CITY OF WEST DES MOINES
 APPROVED BY: _____ DATE: _____



SEE SHEET C-C1-A05 FOR CONTINUATION

SEE SHEET C-C1-B06 FOR CONTINUATION

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**DSM 07
DATA CENTER**
550 SE WHITE CRANE ROAD
WEST DES MOINES, IA 50265

Design Team

Design	L. FLORES / L. ALVARADO
Draw	L. ALVARADO
Client	M. GARDNER
Date	10 SEPTEMBER 2014
Project/Package	WEST DES MOINES, IA 50265
Scale/Project No.	P-1000

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City	CHRISTOPHER BROWN/FACE
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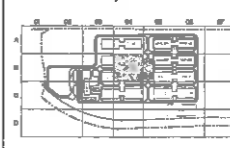
Revisions

No.	Date	Description
1	20/07/14	ISSUE FOR

Registration



Key Plan



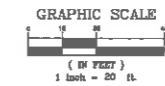
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Sheet Title/Number

**CIVIL
SITE IMPROVEMENTS
PLAN**

C-C1-B04



LEGEND

- PROPERTY LINE
- PROPOSED BUILDING
- PROPOSED CURB
- SECURITY FENCE
- TEMPORARY CHAINLINK FENCE
- PERMANENT CHAINLINK FENCE
- HEAVY DUTY ASPHALT PAVEMENT
- STANDARD DUTY ASPHALT PAVEMENT
- CONCRETE PAVEMENT
- CONCRETE SIDEWALK
- GRAVEL ROAD
- LANDSCAPING
- PIPE BOLLARD
- FIRE HYDRANT
- VEHICULAR DIRECTIONAL SIGN
- ELECTRICAL OVERHEAD FOUNDATION

SITE KEY

- CONNECT TO EXISTING CONCRETE CURB, FIELD VERIFY
- 6" STANDARD CONCRETE CURB (TYP)
- CONCRETE PAVEMENT (TYP)
- HEAVY-DUTY ASPHALT PAVEMENT (TYP)
- LIGHT-DUTY ASPHALT PAVEMENT (TYP)
- HEAVY TO LIGHT DUTY AC TRANSITION, SAND AND SEAL (TYP)
- ASPHALT-CONCRETE PAVEMENT TRANSITION
- CONCRETE SIDEWALK (TYP)
- GRAVEL ROAD (TYP)
- 6" FLUSH VERTICAL CURB W/ 4" WIDE STRIPING
- ADA STALL (TYP)
- SIDEWALK RAMP (TYP)
- 4" WIDE, SOLID WHITE THERMOPLASTIC STRIPE (TYP)
- 4" WIDE STRIPING AT 45', 36" O.C. (TYP)
- PIPE BOLLARD (QUANTITIES SHOWN IN PARENTHESES) (SEE ARCHITECTURAL PLANS FOR LOCATIONS)
- STOP BAR (TYP)
- STOP SIGN PER MUTCD R10-6
- SPEED LIMIT SIGN PER MUTCD R2-1
- TYPE III BARRICADE (TYP)
- SAWCUT AND MATCH EDGE OF EXISTING ASPHALT PAVEMENT SAND AND SEAL (TYP)
- CONCRETE RIBBON DRAIN (SEE DRAINAGE PLAN)
- JERSEY BARRIER (TYP)
- ECOLOGY BLOCK 2'x2'x8' (TYP)
- PLASTIBETON TELECOM TRENCH (TYP) (SEE TELECOM PLANS)
- STANDARD TO BARRIER CURB TRANSITION

SITE FEATURES (BY OTHERS)

- SITE LIGHTING (SEE ELECTRICAL PLANS)
- CAST IN PLACE CONCRETE WALL (SEE STRUCTURAL PLANS.)
- GENERATOR (TYP) (SEE ELECTRICAL PLANS)
- ELECTRICAL EQUIPMENT (TYP) (SEE ELECTRICAL PLANS)
- FUEL PAD (TYP) (SEE STRUCTURAL PLANS)
- PUMP HOUSE/COOLING TOWER (TYP) (SEE ARCHITECTURAL/MECHANICAL PLANS)
- STAIRS (TYP) (SEE ARCHITECTURAL PLANS.)
- COMPACTOR (TYP) (SEE ARCHITECTURAL PLANS)
- DOOR STOOP (TYP) (SEE STRUCTURAL PLANS)
- KNOX BOX (TYP) (SEE STRUCTURAL PLANS)

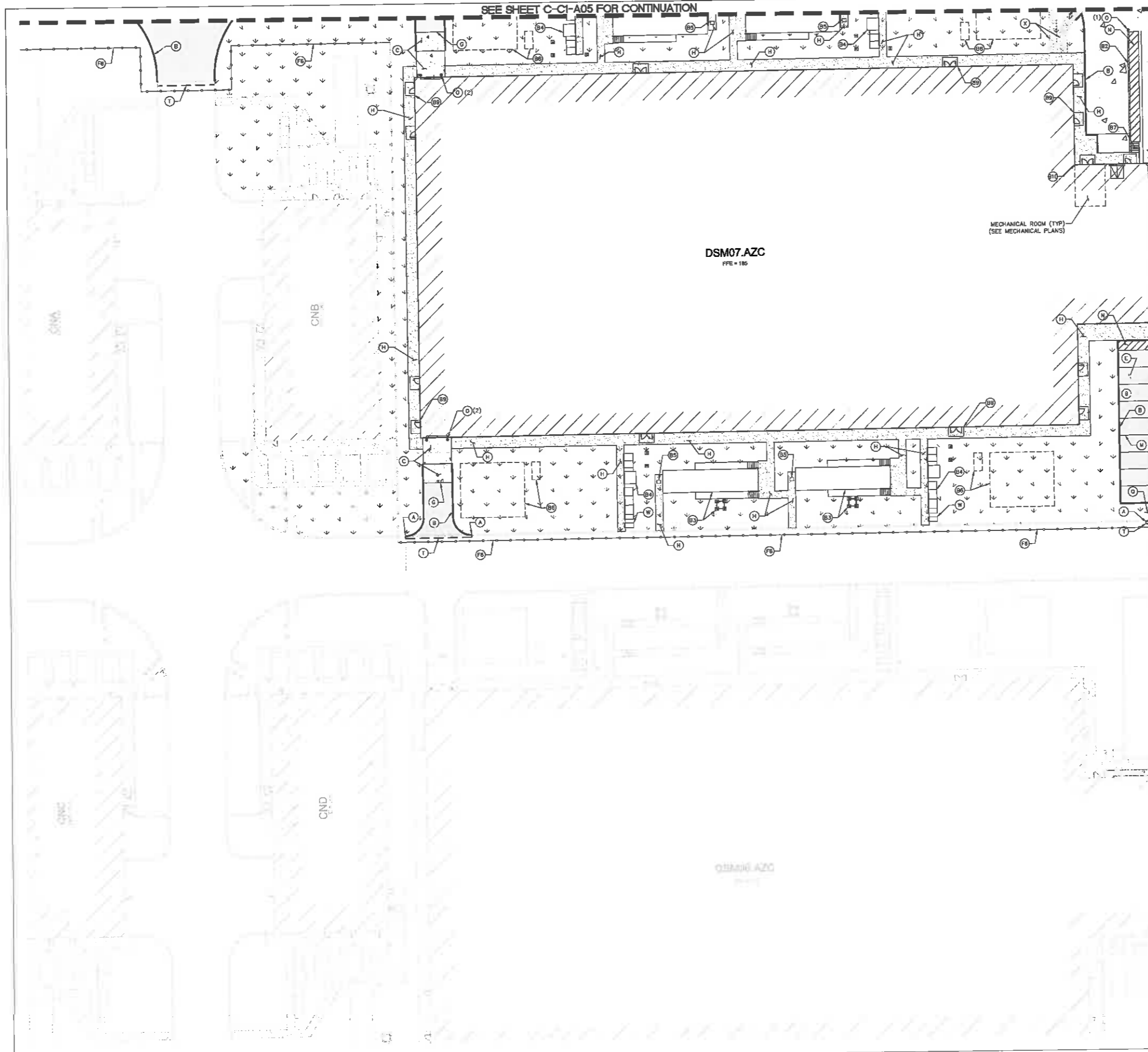
FENCING KEY

- 6' TALL, GALVANIZED CHAIN LINK FENCE (NO BARBED WIRE.)
- FENCE SIGNAGE, MAXIMUM SPACING 150', CENTER ON FENCE PANELS. CONTRACTOR TO SUBMIT PROPOSED LOCATIONS TO MICROSOFT SECURITY FOR APPROVAL PRIOR TO INSTALLATION.
- 6' TALL CHAIN LINK, DOUBLE SWING GATE, 30' WIDE CLEAR OPENING.
- 3' WIDE CHAIN LINK PEDESTRIAN GATE
- KNOX BOX (SEE SECURITY PLANS FOR DETAIL)
- 6' TALL TEMPORARY CHAIN LINK FENCE WITH PIER BLOCKS



CITY OF WEST DES MOINES
APPROVED BY: _____ DATE: _____

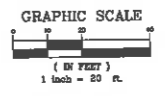
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SEE SHEET C-C1-A05 FOR CONTINUATION

DSM07.AZC
PFE = 185

MECHANICAL ROOM (TYP)
(SEE MECHANICAL PLANS)



LEGEND

- PROPERTY LINE
- PROPOSED BUILDING
- PROPOSED CURB
- SECURITY FENCE
- TEMPORARY CHAINLINK FENCE
- PERMANENT CHAINLINK FENCE
- HEAVY DUTY ASPHALT PAVEMENT
- STANDARD DUTY ASPHALT PAVEMENT
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- CONCRETE SIDEWALK
- GRAVEL ROAD
- LANDSCAPING
- PIPE BOLLARD
- FIRE HYDRANT
- VEHICULAR DIRECTIONAL SIGN
- ELECTRICAL OVERHEAD FOUNDATION

SITE KEY

- Ⓐ CONNECT TO EXISTING CONCRETE CURB, FIELD VERIFY
- Ⓑ 6" STANDARD CONCRETE CURB (TYP) 1-7-09
- Ⓒ CONCRETE PAVEMENT (TYP) 1-7-09
- Ⓓ HEAVY-DUTY ASPHALT PAVEMENT (TYP) 1-7-09
- Ⓔ LIGHT-DUTY ASPHALT PAVEMENT (TYP) 1-7-09
- Ⓕ HEAVY TO LIGHT DUTY AC TRANSITION, SAND AND SEAL (TYP) 1-7-09
- Ⓖ ASPHALT-CONCRETE PAVEMENT TRANSITION 1-7-09
- Ⓗ CONCRETE SIDEWALK (TYP) 1-7-09
- Ⓘ GRAVEL ROAD (TYP) 1-7-09
- Ⓝ 6" FLUSH VERTICAL CURB W/ 4" WIDE STRIPING 1-7-09
- Ⓚ ADA STALL (TYP) 1-7-09
- Ⓛ SIDEWALK RAMP (TYP) 1-7-09
- Ⓜ 4" WIDE, SOLID WHITE THERMOPLASTIC STRIPE (TYP) 1-7-09
- Ⓨ 4" WIDE STRIPING AT 45°, 36" O.C. (TYP) 1-7-09
- Ⓩ PIPE BOLLARD (QUANTITIES SHOWN IN PARENTHESES) (SEE ARCHITECTURAL PLANS FOR LOCATIONS) 10.11 1-7-09
- Ⓟ STOP BAR (TYP) 1-7-09
- Ⓠ STOP SIGN PER MUTCD R10-6 1-7-09
- Ⓡ SPEED LIMIT SIGN PER MUTCD R2-1 1-7-09
- Ⓢ TYPE III BARRICADE (TYP) 1-7-09
- Ⓣ SAWCUT AND MATCH EDGE OF EXISTING ASPHALT PAVEMENT SAND AND SEAL (TYP) 1-7-09
- Ⓤ CONCRETE RIBBON DRAIN (SEE DRAINAGE PLAN) 10.11 1-7-09
- Ⓡ JERSEY BARRIER (TYP)
- Ⓢ ECOLOGY BLOCK 2'x2'x5' (TYP)
- Ⓣ PLASTIBETON TELECOM TRENCH (TYP) (SEE TELECOM PLANS) 1-7-09
- Ⓡ STANDARD TO BARRIER CURB TRANSITION 1-7-09

SITE FEATURES (BY OTHERS)

- Ⓡ SITE LIGHTING (SEE ELECTRICAL PLANS)
- Ⓡ CAST IN PLACE CONCRETE WALL (SEE STRUCTURAL PLANS.)
- Ⓡ GENERATOR (TYP) (SEE ELECTRICAL PLANS)
- Ⓡ ELECTRICAL EQUIPMENT (TYP) (SEE ELECTRICAL PLANS)
- Ⓡ FUEL PAD (TYP) (SEE STRUCTURAL PLANS)
- Ⓡ PUMP HOUSE/COOLING TOWER (TYP) (SEE ARCHITECTURAL/MECHANICAL PLANS)
- Ⓡ STAIRS (TYP) (SEE ARCHITECTURAL PLANS.)
- Ⓡ COMPACTOR (TYP) (SEE ARCHITECTURAL PLANS)
- Ⓡ DOOR STOOP (TYP) (SEE STRUCTURAL PLANS)
- Ⓡ KNOX BOX (TYP) (SEE STRUCTURAL PLANS)

FENCING KEY

- Ⓡ 6' TALL, GALVANIZED CHAIN LINK FENCE (NO BARBED WIRE.) 1-7-09
- Ⓡ FENCE SIGNAGE - MAXIMUM SPACING 150', CENTER ON FENCE PANELS. CONTRACTOR TO SUBMIT PROPOSED LOCATIONS TO MICROSOFT SECURITY FOR APPROVAL PRIOR TO INSTALLATION. 1-7-09
- Ⓡ 6' TALL CHAIN LINK, DOUBLE SWING GATE, 30' WIDE CLEAR OPENING. 1-7-09
- Ⓡ 3' WIDE CHAIN LINK PEDESTRIAN GATE 1-7-09
- Ⓡ KNOX BOX (SEE SECURITY PLANS FOR DETAIL.) 1-7-09
- Ⓡ 6' TALL TEMPORARY CHAIN LINK FENCE WITH PIER BLOCKS 1-7-09



CITY OF WEST DES MOINES
APPROVED BY: _____ DATE: _____

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Client	MICROSOFT
Standard	1.00000000
Date	2015.07.24
Project No.	15-000

Approvals

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Principal	PETE BRETHERTON

Registration

PAUL JEFFREY MANAGER
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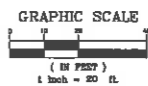
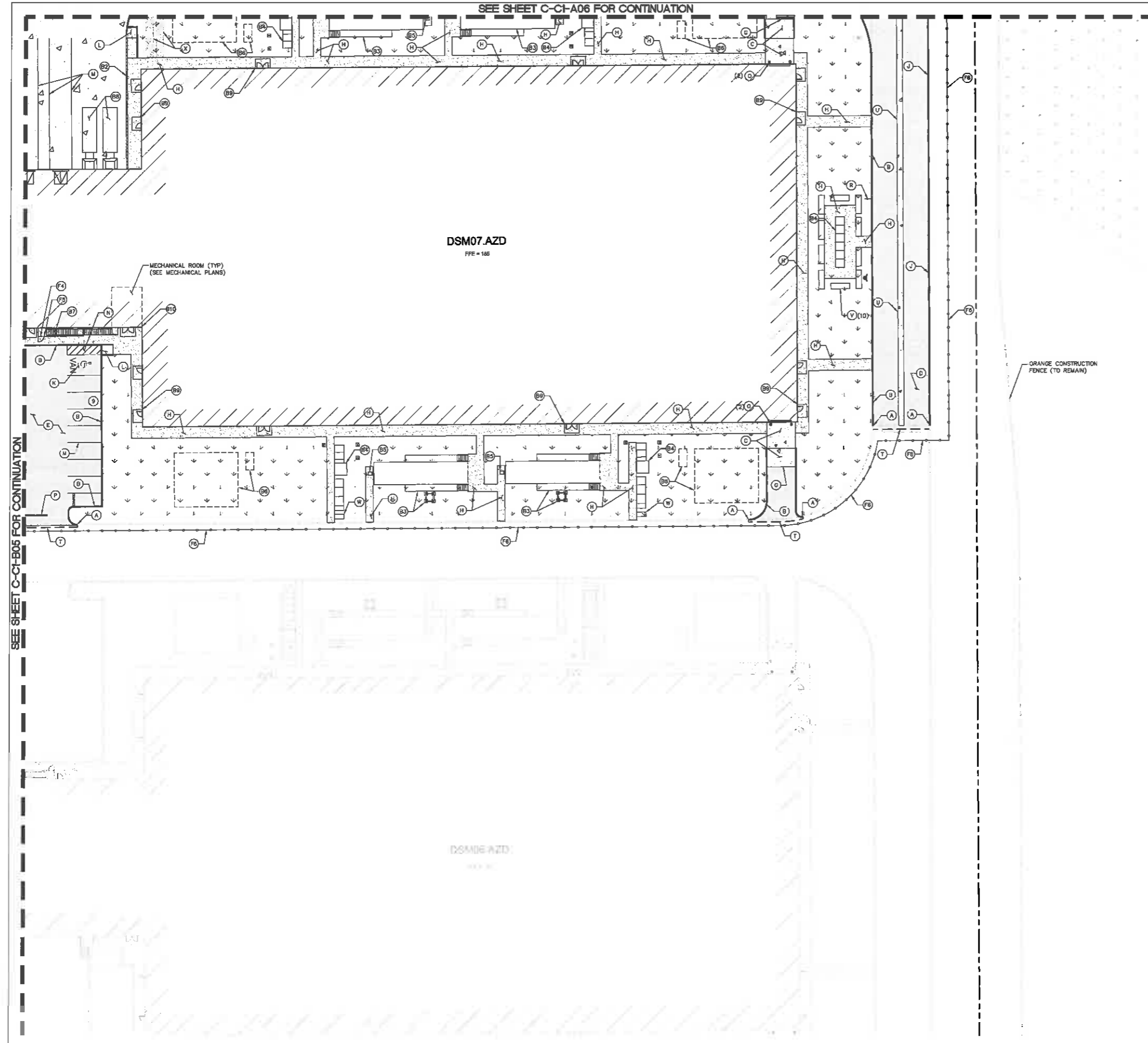
Key Plan

Sheet Title/Number

CML SITE IMPROVEMENTS PLAN

C-C1-B05

SEE SHEET C-C1-A06 FOR CONTINUATION



- LEGEND**
- — — — — PROPERTY LINE
 - — — — — PROPOSED BUILDING
 - — — — — PROPOSED CURB
 - — — — — SECURITY FENCE
 - — — — — TEMPORARY CHAINLINK FENCE
 - — — — — PERMANENT CHAINLINK FENCE
 - ▭ HEAVY DUTY ASPHALT PAVEMENT
 - ▭ STANDARD DUTY ASPHALT PAVEMENT
 - ▭ CONCRETE PAVEMENT
 - ▭ CONCRETE SIDEWALK
 - ▭ GRAVEL ROAD
 - ▭ LANDSCAPING
 - PIPE BOLLARD
 - FIRE HYDRANT
 - VEHICULAR DIRECTIONAL SIGN
 - ELECTRICAL OVERHEAD FOUNDATION

- SITE KEY**
- (A) CONNECT TO EXISTING CONCRETE CURB, FIELD VERIFY
 - (B) 6" STANDARD CONCRETE CURB (TYP) (1/1-F-00)
 - (C) CONCRETE PAVEMENT (TYP) (1/1-F-00)
 - (D) HEAVY-DUTY ASPHALT PAVEMENT (TYP) (2/1-F-00)
 - (E) LIGHT-DUTY ASPHALT PAVEMENT (TYP) (3/1-F-00)
 - (F) HEAVY TO LIGHT DUTY AC TRANSITION, SAND AND SEAL (TYP)
 - (G) ASPHALT-CONCRETE PAVEMENT TRANSITION (4/1-F-00)
 - (H) CONCRETE SIDEWALK (TYP) (5/1-F-00)
 - (I) GRAVEL ROAD (TYP) (7/1-F-00)
 - (J) 6" FLUSH VERTICAL CURB W/ 4" WIDE STRIPING (8/1-F-00)
 - (K) ADA STALL (TYP) (9/1-F-00)
 - (L) SIDEWALK RAMP (TYP) (10/1-F-00)
 - (M) 4" WIDE, SOLID WHITE THERMOPLASTIC STRIPE (TYP)
 - (N) 4" WIDE STRIPING AT 45°, 36" D.C. (TYP)
 - (O) PIPE BOLLARD (QUANTITIES SHOWN IN PARENTHESES) (SEE ARCHITECTURAL PLANS FOR LOCATIONS) (11/1-F-00)
 - (P) STOP BAR (TYP) (12/1-F-00)
 - (Q) STOP SIGN PER MUTCD R10-6
 - (R) SPEED LIMIT SIGN PER MUTCD R2-1 (13/1-F-00)
 - (S) TYPE II BARRICADE (TYP) (14/1-F-00)
 - (T) SAWCUT AND MATCH EDGE OF EXISTING ASPHALT PAVEMENT SAND AND SEAL (TYP)
 - (U) CONCRETE RIBBON DRAIN (SEE DRAINAGE PLAN) (15/1-F-00)
 - (V) JERSEY BARRIER (TYP)
 - (W) ECOLOGY BLOCK 2'x2'x6" (TYP)
 - (X) PLASTIBETON TELECOM TRENCH (TYP) (SEE TELECOM PLANS)
 - (Y) STANDARD TO BARRIER CURB TRANSITION (16/1-F-00)

- SITE FEATURES (BY OTHERS)**
- (17) SITE LIGHTING (SEE ELECTRICAL PLANS)
 - (18) CAST IN PLACE CONCRETE WALL (SEE STRUCTURAL PLANS.)
 - (19) GENERATOR (TYP) (SEE ELECTRICAL PLANS)
 - (20) ELECTRICAL EQUIPMENT (TYP) (SEE ELECTRICAL PLANS)
 - (21) FUEL PAD (TYP) (SEE STRUCTURAL PLANS)
 - (22) PUMP HOUSE/COOLING TOWER (TYP) (SEE ARCHITECTURAL/MECHANICAL PLANS)
 - (23) STAIRS (TYP) (SEE ARCHITECTURAL PLANS.)
 - (24) COMPACTOR (TYP) (SEE ARCHITECTURAL PLANS)
 - (25) DOOR STOOP (TYP) (SEE STRUCTURAL PLANS)
 - (26) KNOX BOX (TYP) (SEE STRUCTURAL PLANS)

- FENCING KEY**
- (1) 8' TALL, GALVANIZED CHAIN LINK FENCE (NO BARBED WIRE.) (1/1-F-00)
 - (2) FENCE SIGNAGE, MAXIMUM SPACING 150', CENTER ON FENCE PANELS. CONTRACTOR TO SUBMIT PROPOSED LOCATIONS TO MICROSOFT SECURITY FOR APPROVAL PRIOR TO INSTALLATION. (2/1-F-00)
 - (3) 6' TALL CHAIN LINK, DOUBLE SWING GATE. 30' WIDE CLEAR OPENING. (3/1-F-00)
 - (4) 3' WIDE CHAIN LINK PEDESTRIAN GATE. (4/1-F-00)
 - (5) KNOX BOX (SEE SECURITY PLANS FOR DETAIL.) (5/1-F-00)
 - (6) 6' TALL TEMPORARY CHAIN LINK FENCE WITH PIER BLOCKS (6/1-F-00)

Page/

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pagestructural.com
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ARCHITECTURAL REPRESENTATIVE: MICHAEL J. HARRIS
ARCHITECT: CAROL A. CHERRY / HARRIS, WASHINGTON, DC / INTERNATIONAL AFFILIATE OFFICES



**DSM 07
DATA CENTER**
550 SE WHITE CRANE ROAD
WEST DES MOINES, IA 50265

Design Team

Design	L. PALMER / L. ALVARADO
Drawn	L. ALVARADO
Checked	L. ALVARADO
Date	08/07/2008 02A
FILED AND PROJECT NO.	WESTDES
U.S. Project No.	P-0208

Approvals

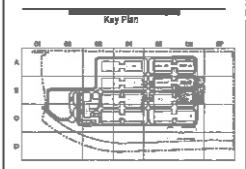
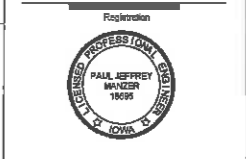
DESIGNER	DATE
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Microsoft Electrical Engineer	PAUL JEFFREY
Microsoft Civil Engineer	ERIC SEAL
Microsoft Structural Engineer	STEVE STEINERT
Project Manager	ANDREW TAYLOR
Security Manager	ERIC YANZ
Client	MIKE HARRIS

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Task Engineering Lead	STEVE PERDUE/CHALAND
Structural Engineering Lead	DAVID BRONKHORST/PAGE
Mechanical Engineering Lead	CARLETON BROWN/PAGE
Structural Engineering Lead	JOHN CURRIS/PAGE
Task Electrical Lead	ANDY BARKER/PAGE
Task Civil Lead	MATE ELLIS SPANLING
Structural Lead	PETE BARTZING/ASD

Revisions

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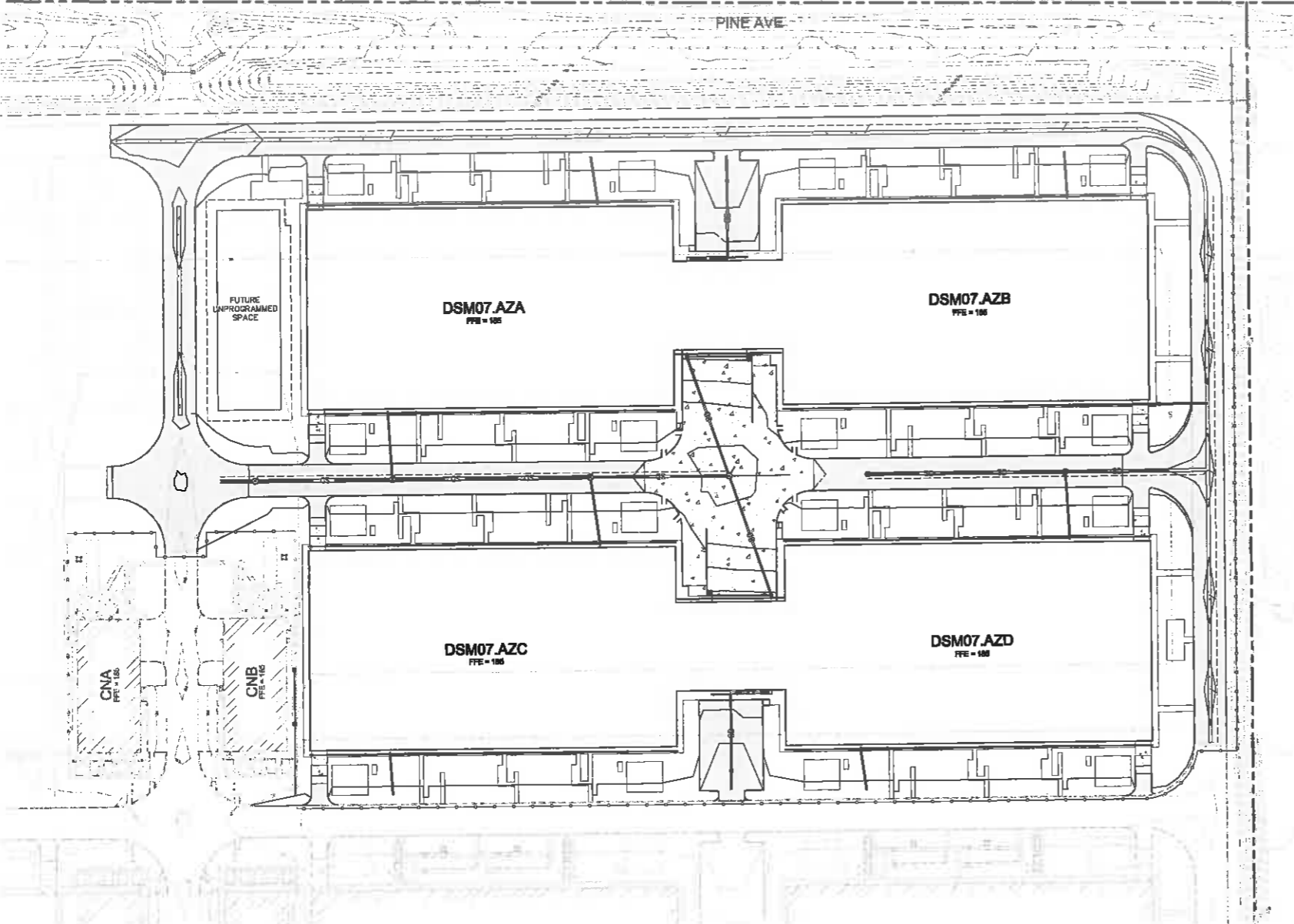
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**CML
SITE IMPROVEMENTS
PLAN**



CITY OF WEST DES MOINES
APPROVED BY: _____ DATE: _____

C-C1-B06



GRADING NOTES

1. THE SPOT ELEVATIONS INDICATED ON THIS PLAN REPRESENT THE DESIGN TOP OF PAVEMENT, UNLESS OTHERWISE NOTED.
2. CONTRACTOR IS RESPONSIBLE FOR DEMOLITION OF EXISTING STRUCTURES INCLUDING REMOVAL OF ANY EXISTING UTILITIES SERVING THE STRUCTURE. UTILITIES ARE TO BE REMOVED TO THE RIGHT-OF-WAY.
3. CONTRACTOR SHALL APPLY STABILIZATION FABRIC TO ALL SLOPES 3H:1V OR STEEPER. CONTRACTOR SHALL STABILIZE DISTURBED AREAS IN ACCORDANCE WITH LOCAL SPECIFICATIONS.
4. ALL CUT AND FILL SLOPES SHALL BE CONSTRUCTED PER THE UBC CODE AND APPLICABLE LOCAL REGULATION. ALL CUT AND FILL SLOPES SHALL BE 2:1 OR FLATTER UNLESS OTHERWISE NOTED.
5. CONTRACTOR SHALL ASSURE POSITIVE DRAINAGE AWAY FROM BUILDINGS FOR ALL NATURAL AND PAVED AREAS AND SHALL GRADE ALL AREAS TO PRECLUDE PONDING OF WATER.
6. ALL POLLUTANTS OTHER THAN SEDIMENT ON-SITE DURING CONSTRUCTION SHALL BE HANDLED AND DISPOSED OF IN A MANNER THAT DOES NOT CAUSE CONTAMINATION OF STORMWATER. THE CONTRACTOR SHALL ADHERE TO ALL TERMS AND CONDITIONS AS OUTLINED IN THE GENERAL N.P.D.E.S. PERMIT FOR STORMWATER DISCHARGE ASSOCIATED WITH CONSTRUCTION ACTIVITIES.
7. PROPERTIES AND WATERWAYS DOWNSTREAM OF THE SITE SHALL BE PROTECTED FROM EROSION DUE TO INCREASES IN THE VOLUME, VELOCITY AND PEAK FLOW RATE OF STORMWATER RUNOFF FROM PROJECT SITE.
8. CONSTRUCTION SHALL COMPLY WITH ALL APPLICABLE GOVERNING CODES.
9. CONTRACTOR TO REMOVE UNSUITABLE SOILS LOCATED WITHIN THE BUILDINGS SPLAY LINE OF THE FOOTINGS.
10. FOR BOUNDARY AND TOPOGRAPHIC INFORMATION REFER TO PROJECT SURVEY

STORM DRAINAGE NOTES

1. EXISTING DRAINAGE STRUCTURES TO BE INSPECTED AND REPAIRED AS NEEDED, AND EXISTING PIPES TO BE CLEANED OUT TO REMOVE ALL SLT AND DEBRIS. PLEASE REFER TO OPERATIONS AND MAINTENANCE GUIDELINES WITHIN STORM DRAINAGE ANALYSIS.
2. IF ANY EXISTING STRUCTURES TO REMAIN ARE DAMAGED DURING CONSTRUCTION IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO REPAIR AND/OR REPLACE THE EXISTING STRUCTURE AS NECESSARY TO RETURN IT TO EXISTING CONDITIONS OR BETTER.
3. STORM DRAINAGE PIPE WITH LESS THAN 2'-3" COVER SHALL BE CLASS IV REINFORCED CONCRETE PIPE, OR APPROVED EQUAL TO SUSTAIN H-20 LOADING.
4. ALL ON-SITE STORM DRAINAGE PIPE SHALL BE SMOOTH WALLED INTERIOR, MANUFACTURER'S VERIFICATION OF MANNING'S ROUGHNESS COEFFICIENT N=0.012 OR LESS.
5. PRECAST STRUCTURES MAY BE USED AT CONTRACTOR'S OPTION.
6. CATCH BASIN INLET PROTECTION / EROSION CONTROL TO BE USED FOR ALL NEW INLETS.
7. ALL STORM PIPE ENTERING STRUCTURES SHALL BE GROUTED TO ASSURE CONNECTION AT STRUCTURE IS WATER-TIGHT.
8. ALL STORM STRUCTURES SHALL HAVE A SMOOTH UNIFORM POURED MORTAR CHANNEL FROM INVERT IN TO INVERT OUT, UNLESS OTHERWISE SHOWN IN THE CATCH BASIN DETAIL.
9. PERMANENT SITE CONVEYENCE STRUCTURES TO BE DESIGNED AND SPECIFIED DURING SITE PLAN APPROVAL.
10. CONTRACTOR TO FIELD VERIFY IETS FOR ALL STUBS PROVIDED UNDER DSMOS CONTRACT AND INFORM ENGINEER WHETHER AS-BUILT CONDITIONS DIFFER FROM DESIGN ELEVATIONS.

ARCHEOLOGICAL NOTE

SHOULD ANY ARCHEOLOGICAL DEPOSITS BE FOUND ON-SITE, GRADING SHOULD STOP AND THE ENGINEER OF RECORD SHOULD BE CONTACTED BEFORE FURTHER EARTH MOVING ACTIVITIES TAKE PLACE.

Page/
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**DSM 07
 DATA CENTER**
 550 SE WHITE CRANE ROAD
 WEST DES MOINES, IA 50265

Design Team

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Drawn	L. ADAMS
Checked	T. GARDNER
Date	12 SEPTEMBER 2014
PROJECT No.	14-0000
U.S. Project No.	14-0000

Approval

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Professional Engineer	ROCK HANSE

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Utility	PETER WITKOWSKI

Revisions

No.	Date	Description
1	2015.07.24	ISSUE FOR



Key Plan

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Street Title/Number

**CML
 SITE GRADING AND
 DRAINAGE PLAN
 OVERALL**

C-D1-01



CITY OF WEST DES MOINES
 APPROVED BY: _____ DATE: _____

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Microsoft

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 DATA CENTER
 550 SE WHITE CRANE ROAD
 WEST DES MOINES, IA 50265

Design Team

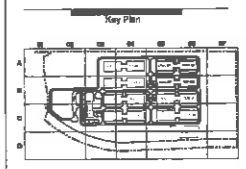
Design	L. PUGH / J. L. GARDNER
Drawn	J. H. HARTMAN
Checked	T. D. DODSON
Date	10/20/07
Project	550 SE WHITE CRANE ROAD
Client	Microsoft
Scale	AS SHOWN

Approvals

Author	MICROSOFT
Checked	PETER WARRER
Reviewed	ERIC BEAL
Approved	STEVE STEWART
Design	ANDREW TAYLOR
Drawn	ERIC YAMAZ
Date	10/20/07

Design Team

Design	JANIS GARDNER/PAGE
Drawn	BRYAN HAYWOOD/PAGE
Checked	STEVE PERCE/PAGE
Date	10/20/07
Project	550 SE WHITE CRANE ROAD
Client	Microsoft
Scale	AS SHOWN

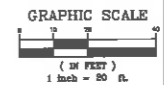


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Civil
 FINISHED GRADING
 PLAN

CITY OF WEST DES MOINES
 APPROVED BY: DATE:

C-D2-A05

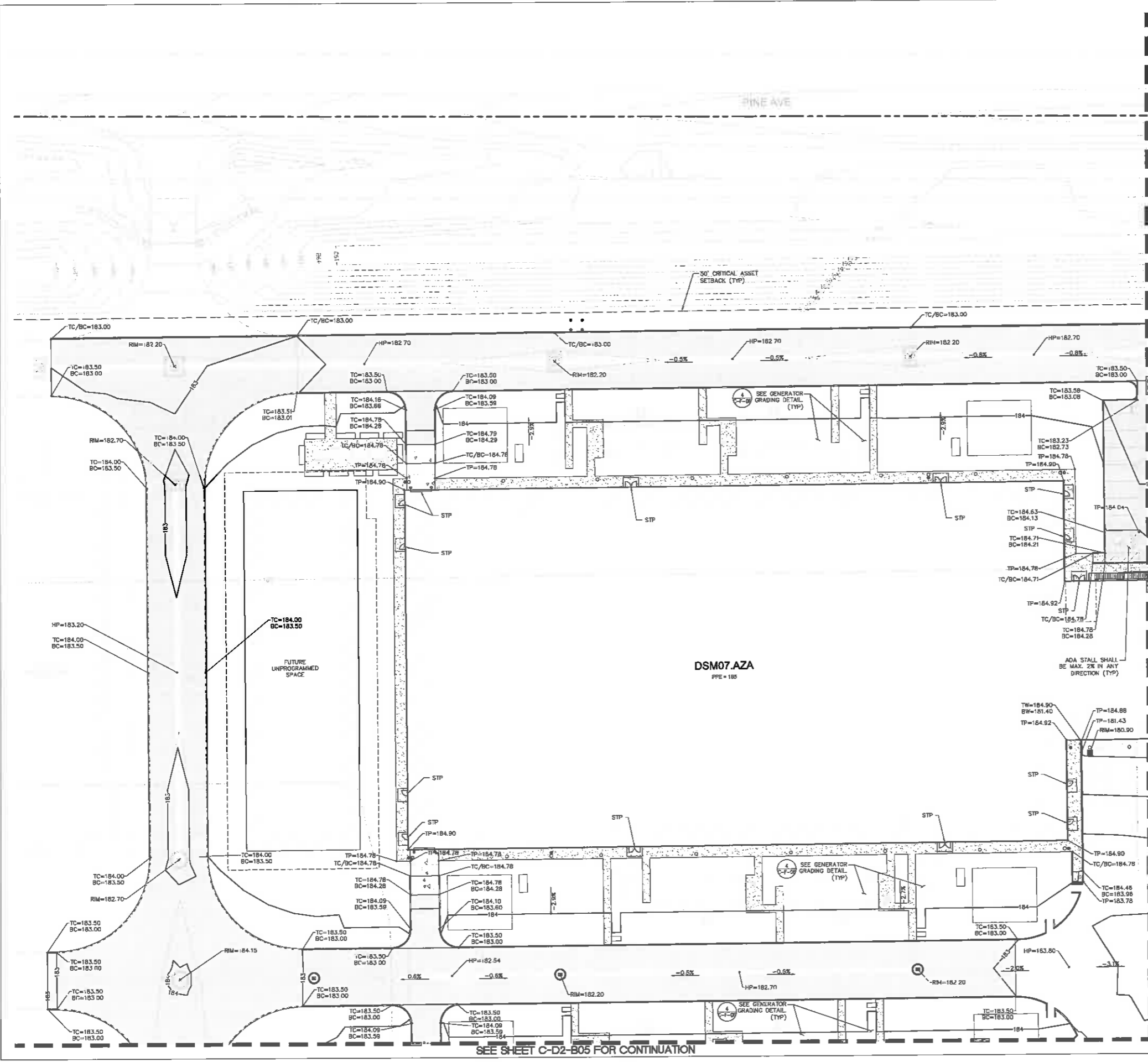


LEGEND

---	PROPERTY LINE
▬	PROPOSED BUILDING
□	RECTANGULAR AREA INTAKE CLEANOUT/WYE TO BUILDING SERVICE
○	SUDAS CIRCULAR STORM SEWER MANHOLE
▭	AREA DRAIN
○	SEWER MANHOLE
○	GROUND SPOT
○	TOP OF PAVEMENT
○	TOP OF CURB
○	BOTTOM OF FACE OF CURB
○	TOP OF WALL
○	BOTTOM OF WALL
○	EXISTING GROUND
○	TOP OF PAD ELEVATION
○	TOP OF CLEANOUT
○	RIM ELEVATION
○	HIGH POINT
○	DOOR STOOP

- NOTE:
1. STORM CATCH BASIN RIMS SHOWN IN FUTURE DEVELOPMENT AREAS ARE 6" LOWER THAN FINAL RIM ELEVATIONS.
 2. SEE DETAIL 8, 9, 10 ON SHEET C-F-03 FOR DETAILED GRADING AT PEDESTRIAN DOORS.
 3. SEE DETAIL 7 ON SHEET C-F-08 FOR LOADING DOCK TRENCH DRAIN SECTION.

SEE SHEET C-D2-A06 FOR CONTINUATION



SEE SHEET C-D2-B05 FOR CONTINUATION

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 American Society of Professional Engineers
 American Council of Engineering/Cosmology Surveyors
 American Institute of Architects
 International Alliance of Builders of Mechanical Contractors



DSM 07 DATA CENTER 550 SE WHITE CRANE ROAD WEST DES MOINES, IA 50265

Design Team

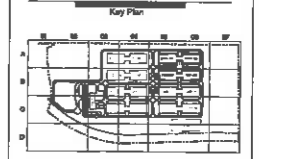
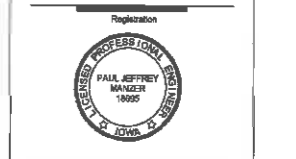
Design	L. PETERSON / L. K. ROY
Drawn	J. ALBERTSON
Checked	T. BROWN
Date	07 SEP 2008 09:14
Project	550 SE WHITE CRANE ROAD
Sheet No.	1

Approvals

Author	DATE	
Reviewed Mechanical Engineer	MICROSOFT	DATE
Reviewed Civil Engineer	PETERSON	DATE
Reviewed Electrical Engineer	ERIC BEAL	DATE
Reviewed Structural Engineer	STEVE STERNBERG	DATE
Reviewed Surveyor	ANDREW TAYLOR	DATE
Reviewed Planner	ERIC YAMAZ	DATE
Reviewed	ROCKHURST	DATE

Revisions

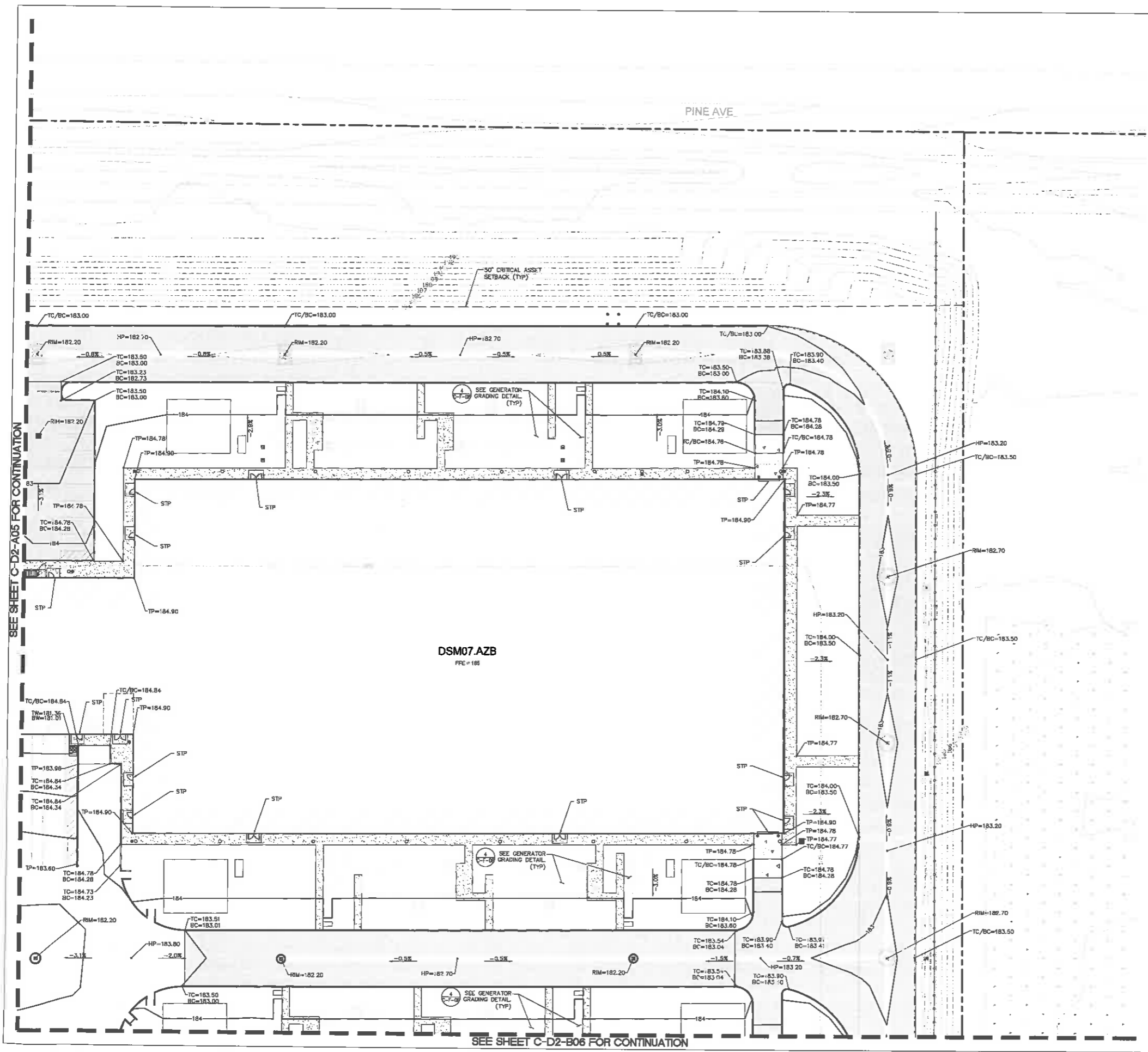
No.	Date	Description
1	2008.07.21	ISSUE FOR PERMITS



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CIVIL FINISHED GRADING PLAN

CITY OF WEST DES MOINES
 APPROVED BY: _____ DATE: _____
 C-D2-A06



SEE SHEET C-D2-A05 FOR CONTINUATION

SEE SHEET C-D2-B06 FOR CONTINUATION



LEGEND

---	PROPERTY LINE
▭	PROPOSED BUILDING
□	RECTANGULAR AREA INTAKE
○	CLEANOUT/WYE TO BUILDING SERVICE
○	SUDAS CIRCULAR STORM SEWER MANHOLE
○	SUDAS SW-403 AND SW-404 RECTANGULAR BASE STORM SEWER MANHOLE
○	AREA DRAIN
○	SEWER MANHOLE
○	GROUND SPOT
○	TOP OF PAVEMENT
○	TOP OF CURB
○	BOTTOM OF FACE OF CURB
○	TOP OF WALL
○	BOTTOM OF WALL
○	EXISTING GROUND
○	TOP OF PAD ELEVATION
○	TOP OF CLEANOUT
○	RIM ELEVATION
○	HIGH POINT
○	DOOR STOOP

NOTE:
 1. STORM CATCH BASIN RIMS SHOWN IN FUTURE DEVELOPMENT AREAS ARE 6" LOWER THAN FINAL RIM ELEVATIONS.
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 3. SEE DETAIL 7 ON SHEET C-F-08 FOR LOADING DOCK TRENCH DRAIN SECTION.



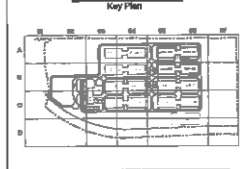
**DSM 07
 DATA CENTER**
 550 SE WHITE CRANE ROAD
 WEST DES MOINES, IA 50265

Design Team

Design	L. PALMBER / L. LAMAR
Drawn	L. LAMAR
Checked	L. PALMBER
Date	11/09/2006
Project No.	060706
Sub-Project No.	P-1008

Approvals

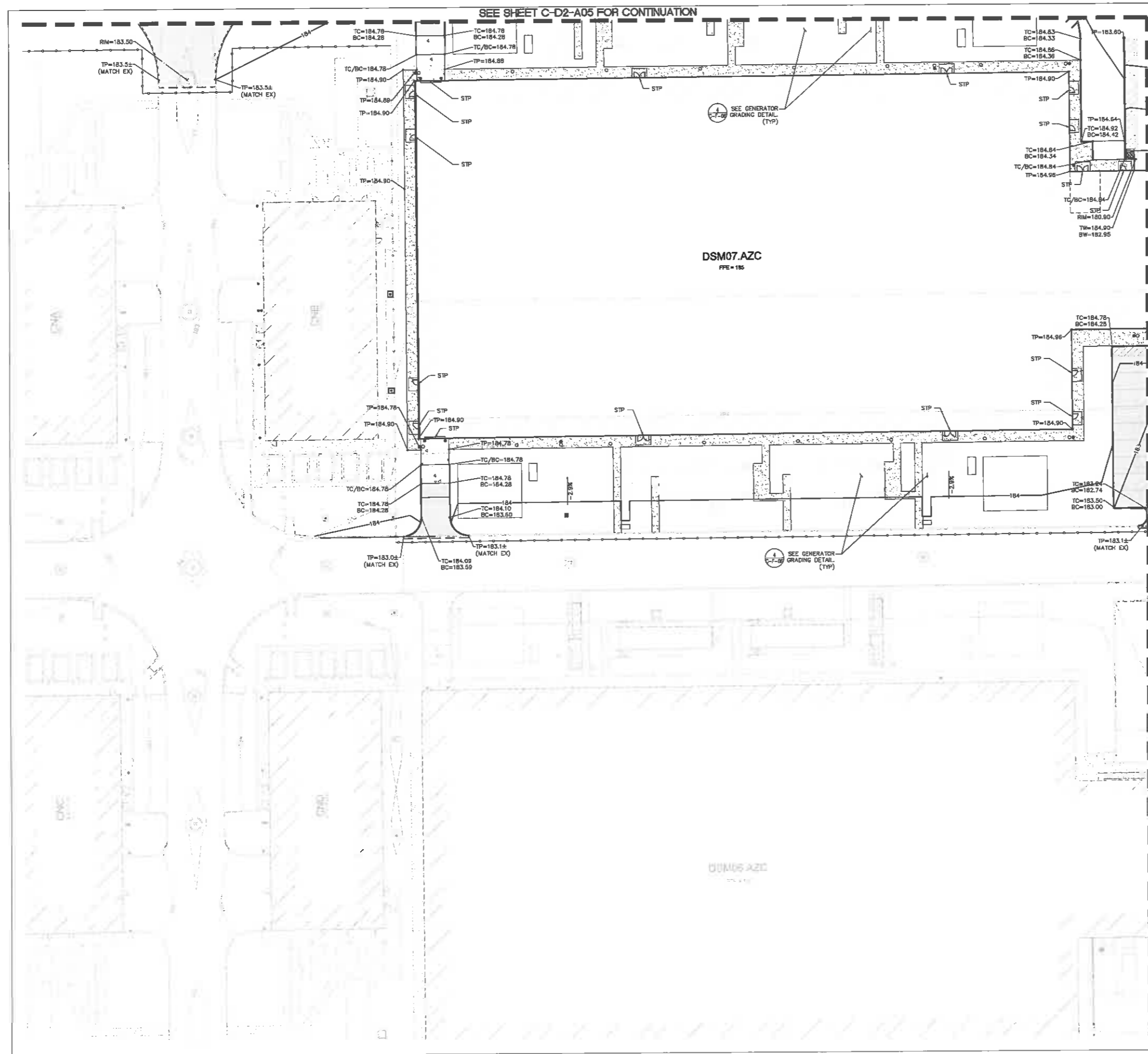
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**CIVIL
 FINISHED GRADING PLAN**

CITY OF WEST DES MOINES
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 C-D2-B05

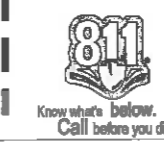


LEGEND

---	PROPERTY LINE
▭	PROPOSED BUILDING
▭	RECTANGULAR AREA INTAKE
▭	CLEANOUT/WYE TO BUILDING SERVICE
○	SUDAS CIRCULAR STORM SEWER MANHOLE
○	SUDAS SW-403 AND SW-404 RECTANGULAR BASE STORM SEWER MANHOLE
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NOTE:

1. STORM CATCH BASIN RIMS SHOWN IN FUTURE DEVELOPMENT AREAS ARE 6" LOWER THAN FINAL RIM ELEVATIONS.
2. SEE DETAIL B, 9, 10 ON SHEET C-F-03 FOR DETAILED GRADING AT PEDESTRIAN DOORS.
3. SEE DETAIL 7 ON SHEET C-F-08 FOR LOADING DOCK TRENCH DRAIN SECTION.



CITY OF WEST DES MOINES
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Design Team

Design	L. PALMER / L. PALMER
Drawn	L. PALMER
Checked	L. PALMER
Date	10 SEPTEMBER 2014
Project/Sheet No.	4002000
Scale/Sheet No.	P. 2000

Approvals

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Design Manager	ERIC YAMAZ	Date
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Professional Seal	CAMERON BROWN PAGE	Date
Professional Seal	JOHN CURRISO PAGE	Date
Professional Seal	ANDY BAXTER PAGE	Date
Title Block	STATE ENGINEER	Date
Professional Seal	PETE WETZINS ADD	Date

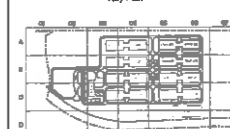
Revisions

No.	Date	Description
1	2015.07.24	100% PC

Registration



Key Plan

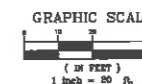


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Sheet Title/Number

CIVIL FINISHED GRADING PLAN

C-D2-B06

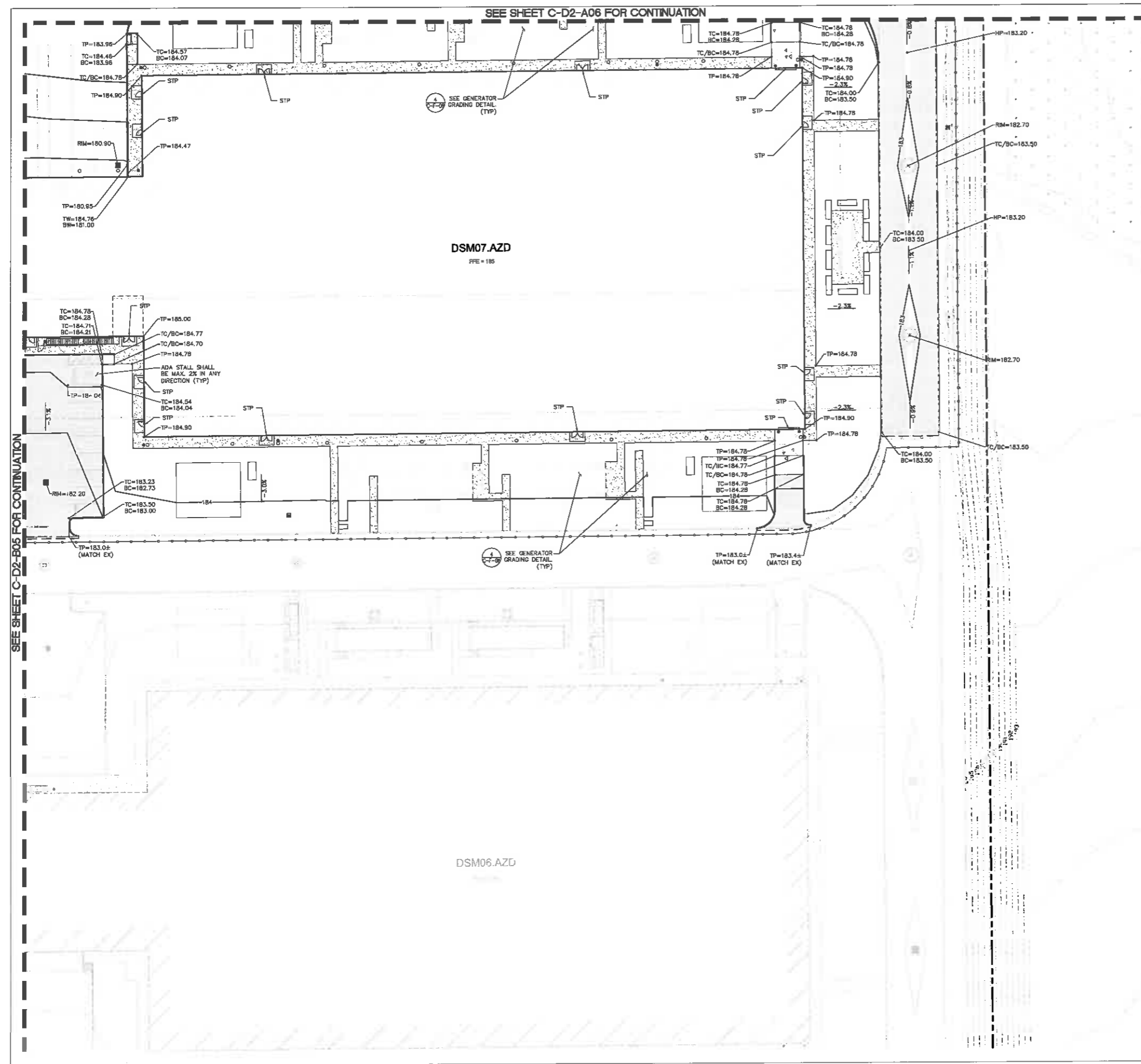


LEGEND

---	PROPERTY LINE
▬	PROPOSED BUILDING
■	RECTANGULAR AREA INTAKE
○	CLEANOUT/WYE TO BUILDING SERVICE
○	SUDAS CIRCULAR STORM SEWER MANHOLE
○	SUDAS SW-403 AND SW-404 RECTANGULAR BASE STORM SEWER MANHOLE
▬	AREA DRAIN
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○	EXISTING GROUND
○	TOP OF PAD ELEVATION
○	TOP OF CLEANOUT
○	RM ELEVATION
○	HIGH POINT
○	DOOR STOOP

NOTE:

1. STORM CATCH BASIN RIMS SHOWN IN FILTERED DFWP COMMENT



CITY OF WEST DES MOINES
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550 SE WHITE CRANE ROAD
WEST DES MOINES, IA 50265

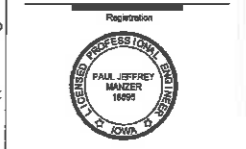
Design Team

Design	J. PETERSON / J. ALDRIDGE
Drawn	J. ALDRIDGE
Checked	J. ALDRIDGE
Date	12/28/2024
Scale	AS SHOWN
Project No.	P-2024

Approvals

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Microsoft Electrical Engineer	STEVE STEWART
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Electrical Engineering	JOHN CURRIE PAGE
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Scale	As Shown
Date	12/28/24
Project No.	2024-010



Key Plan

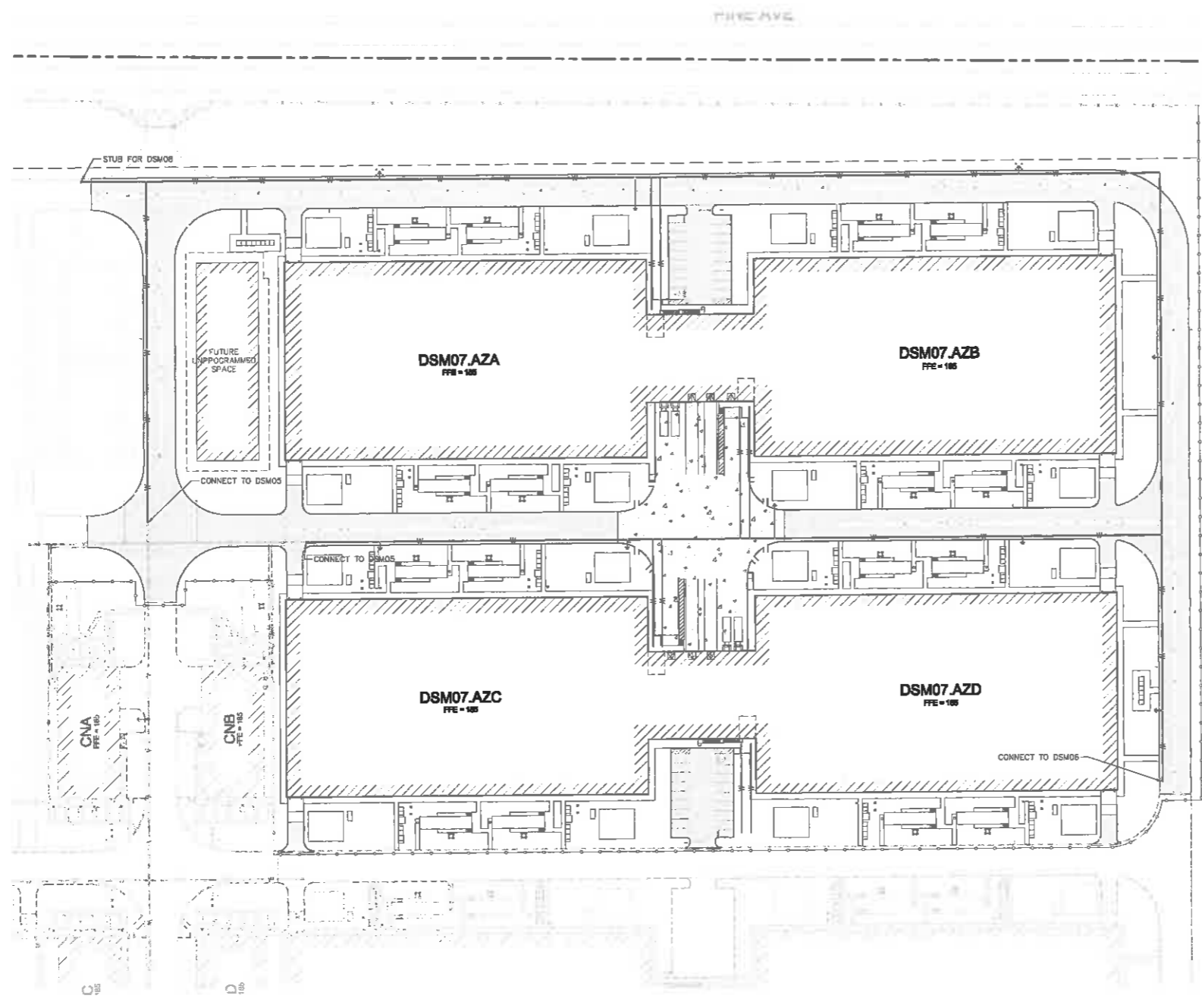
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Sheet Title/Number

**CML
WATER PLAN
OVERALL**

CITY OF WEST DES MOINES
APPROVED BY: DATE:

C-EI-01



WATER NOTES

1. WATER MAIN PIPE WILL TYPICALLY BE EITHER POLYVINYL CHLORIDE (PVC) PIPE OR DUCTILE IRON PIPE (DIP); AND MEET AWWA STANDARDS.
WHERE DISTRIBUTION SYSTEMS AND SERVICE CONNECTIONS ARE INSTALLED IN AREAS OF GROUNDWATER CONTAMINATION BY ORGANIC COMPOUNDS, PIPE AND JOINT MATERIALS (NON-PVC PIPE) THAT DO NOT ALLOW PERMEATION OF THE ORGANIC COMPOUNDS SHOULD BE USED.
2. WATER MAINS SHOULD BE EXTENDED TO THE PLAT OR PROPERTY BOUNDARIES, TO THE NEXT STREET, OR AS DIRECTED BY THE JURISDICTION.
3. NEW MAIN INSTALLATION SHOULD BE IN THE PARKING AREA (BETWEEN THE CURB AND THE PROPERTY LINE) OF THE RIGHT-OF-WAY AND MINIMUM OF 4 FEET BEHIND THE CURB. WHERE POSSIBLE, WATER MAINS SHOULD BE LOCATED ALONG THE SOUTH AND EAST SIDES OF THE STREET.
4. DEAD-ENDS SHOULD BE MINIMIZED BY LOOPING MAINS WHENEVER POSSIBLE. DEAD-ENDS SHOULD TERMINATE WITH AN APPROVED FLUSHING DEVICE (BLOW-OFF, HYDRANT, FLUSHING HYDRANT). THEY MAY TERMINATE WITH AN APPROVED FIRE HYDRANT WHEN ADEQUATE PRESSURE IS AVAILABLE AT REQUIRED FLOWS. FOR MAINTENANCE CONSIDERATIONS AND WHEN ADEQUATE FIRE FLOWS ARE NOT AVAILABLE, FLUSHING HYDRANTS MAY BE ALLOWED BY THE JURISDICTION WITH THE HYDRANT OUTLET SIDED AND ARRANGED TO PREVENT THE ATTACHMENT OF FIRE HOSES. UNLESS REQUIRED BY A JURISDICTION, PERMANENT IN-LINE SHUT-OFF VALVES SHOULD NOT BE PLACED AT THE END OF DEAD-END MAINS.
5. WATER MAINS AND EXTENSIONS SHOULD BE DESIGNED WITH A MINIMUM COVER OF FIVE (5) FEET, UNLESS MORE OR LESS COVER HAS BEEN APPROVED BY THE JURISDICTION ENGINEER.
6. A BLOWOFF OR APPROVED FLUSHING DEVICE SHOULD BE REQUIRED ON ALL DEAD-END MAINS WHERE A HYDRANT IS NOT INSTALLED. THE MINIMUM RISER ASSEMBLY SIZE SHOULD BE NO LESS THAN 2 DIAMETER SIZES SMALLER THAN THE DIAMETER OF THE WATER MAIN. WHEN THE WATER MAIN IS EXTENDED, THE BLOWOFF SHOULD BE REMOVED. A NEW VALVE SHOULD BE PLACED BETWEEN THE EXISTING AND EXTENDED MAIN.
7. AS A MINIMUM, VALVES SHOULD BE LOCATED AT INTERSECTIONS, SUCH THAT ONLY ONE UNVALVED PIPE EXISTS AT THE INTERSECTION. VALVES SHOULD BE EQUALLY SPACED, IF POSSIBLE, WITH SPACING NO MORE THAN 800 FEET IN RESIDENTIAL AREAS AND NO MORE THAN 400 FEET IN HIGH DENSITY AREAS. VALVES SHOULD NOT BE LOCATED IN THE SIDEWALK LINE OR IN DRIVEWAYS AND ALL VALVES SHOULD BE INSTALLED WITH VALVE BOXES.
8. NO VALVES (EXCEPT BLOWOFF VALVES) SHOULD BE PLACED AT THE END OF A DEAD-END MAIN UNLESS REQUIRED BY A JURISDICTION. A VALVE SHOULD BE INSTALLED BETWEEN THE EXISTING MAIN AND NEW MAIN WHEN THE MAIN IS EXTENDED. INTERMEDIATE VALVES MAY BE REQUIRED BY THE JURISDICTION TO PROVIDE REQUIRED VALVE SPACING. A TAPPING SLEEVE AND VALVE SHOULD BE USED WHEN MAKING A PERPENDICULAR CONNECTION TO AN EXISTING MAIN.
9. HYDRANTS SHOULD COMPLY WITH AWWA C502. THE CONNECTING PIPE BETWEEN THE SUBM MAIN AND THE HYDRANT SHOULD BE A MINIMUM OF 6 INCHES IN DIAMETER AND BE INDEPENDENTLY VALVED. FIRE HYDRANTS SHOULD NOT BE INSTALLED ON WATER MAINS THAT DO NOT PROVIDE MINIMUM PRESSURE.
10. HYDRANT DRAINS SHOULD NOT BE CONNECTED TO OR LOCATED WITHIN 10 FEET OF SANITARY SEWERS. LOCATIONS OF FIRE HYDRANTS ARE GOVERNED BY THE RULES AND REGULATIONS OF THE IDNR AND THE LOCAL JURISDICTION. SEE DESIGN MANUAL, CHAPTER 4 SECTION E.
11. WATER SERVICE STUBS FOR EACH BUILDING OR PLATTED LOT SHOULD BE PROVIDED, INCLUDING CORPORATE STOP SERVICE LINE, AND CURB STOP WITH BOX. THE SERVICE STUB FROM THE WATER MAIN TO THE SHUT-OFF WILL NORMALLY BE 6 FEET FROM THE PROPERTY LINE OR 1 FOOT FROM THE STREET SIDE OF SIDEWALK.
12. BEFORE GOING INTO SERVICE, ALL NEW MAINS SHALL BE ADEQUATELY FLUSHED, PRESSURE TESTED AND DISINFECTED ACCORDING TO THE RULES AND REGULATIONS OF THE LOCAL JURISDICTION AND THE IDNR. THE PROCEDURES, ONCE APPROVED BY THE JURISDICTION SHOULD BE CONDUCTED UNDER THE SUPERVISION OF THE JURISDICTION OR DESIGNATED REPRESENTATIVE.

WATER MAIN SHALL BE INSTALLED AT MINIMUM 5' OF COVER

CONTRACTOR SHALL NOTIFY WEST DES MOINES WATER WORKS, RALPH RENTERIA, ENGINEERING TECHNICIAN (515-222-3485) WITHIN 24 HOURS OF INSTALLATION AND TESTING OF ALL SHOCKFLOW DEVICES TO SCHEDULE FINAL INSPECTION.



CITY OF WEST DES MOINES

APPROVED BY: DATE:

WATER APPURTENANCES (FOR WDMWW USE)

16" C900 PVC PIPE	8927 LF
8" C900 PVC PIPE	628 LF
6" DI PIPE	129 LF
6" DI PIPE	694 LF
4" C900 PVC PIPE	1072 LF
4" DI PIPE	442 LF
2.5" CP PIPE	834 LF
16"x18" CROSS W/ BLOCKING	3
16"x18" TEE W/ BLOCKING	10
16"x8" TEE W/ BLOCKING	7
16"x6" TEE W/ BLOCKING	24
16"x4" TEE W/ BLOCKING	9
16"x2.5" SERVICE SADDLE	9
8"x6" TEE W/ BLOCKING	1
16" 90° BEND W/ BLOCKING	1
6" 90° BEND W/ BLOCKING	4
4" 90° BEND W/ BLOCKING	4
FIRE DEPARTMENT CONNECTION (FDC)	23
FIRE HYDRANT	69
16" GATE VALVE	5
8" GATE VALVE	5
4" GATE VALVE	24
2.5" GATE VALVE	9
16" PLUGS	8
8" PLUGS	1
6" PLUGS	1
4" PLUGS	1
2.5" CAP	4

CITY OF WEST DES MOINES STANDARD NOTES

1. ALL WATER WORK, PUBLIC OR PRIVATE, SHALL BE DONE IN ACCORDANCE WITH WEST DES MOINES WATER WORKS STANDARD SPECIFICATIONS.
2. CONTRACTOR SHALL NOTIFY WEST DES MOINES WATER WORKS AT LEAST ONE WEEK PRIOR TO BUILDING CONSTRUCTION.
3. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE COORDINATION OF WORK OF ALL SUBCONTRACTOR(S) INVOLVED IN THE PROJECT.
4. CONTACT BUILDING INSPECTION (515-222-3630) A MINIMUM OF 24 HOURS IN ADVANCE FOR PRIVATE UTILITY INSTALLATION INSPECTIONS.
5. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLIANCE WITH THE WEST DES MOINES WATER WORKS AND THE CITY'S CROSS CONNECTION CONTROL/CONTAMINANT PROVISION (UTILITY SHEET ONLY).
6. DESIGNATED BUFFERS SHALL BE LABELED AS A "NO BUILD AREA".

GENERAL NOTES

- A. DIMENSIONS AND COORDINATES ARE TO FACE OF CURB (TYP).
- B. UTILITY INSTALLATION INCLUDES TRENCHING, PIPE BEDDING AND BACKFILL. RESTORE SURFACE TO ORIGINAL CONDITION SHOWN ON SITE IMPROVEMENTS PLAN.
- C. PROVIDE THRUST BLOCKS/JOINT RESTRAINTS ON ALL PRESSURIZED LINES. SEE DETAIL 4/C-F-11 FOR JOINT RESTRAINTS.
- D. FIELD VERIFY LIMITS OF DEMOLITION & LOCATION OF UTILITIES TO BE REMOVED.
- E. FIELD VERIFY CONNECTION POINTS TO EXISTING UTILITIES. NOTIFY ENGINEER OF DISCREPANCIES FROM PLAN OF RECORD.
- F. EXISTING GRADES SHOWN ARE APPROXIMATE AND SHOULD BE FIELD VERIFIED.
- G. CONTRACTOR RESPONSIBLE TO MAINTAIN POSITIVE DRAINAGE TO STORM DRAIN SYSTEM UNTIL PERMANENT STORM DRAIN SYSTEM IS INSTALLED.
- H. ROADWAY AND PAVEMENT STRIPING SHOWN IN APPROXIMATE LOCATIONS, SCALE DRAWING FOR PLACEMENT.
- I. TELECOM, ELECTRICAL & LSS SHOWN FOR REFERENCE ONLY. FIELD VERIFY LOCATIONS PRIOR TO EXCAVATION.
- J. ADJUST UTILITY STRUCTURES (PIVS, HYDRANTS, MH'S, CB'S, VAULTS ETC) TO FINISH GRADE WHEN COMPLETING FINAL GRADING, ELECTRICAL AND TELECOM VAULTS TO BE ADJUSTED TO FINISHED GRADE WITH GRADE BINGS.
- K. UNLESS OTHERWISE DIRECTED BY THE OWNER OR BY THE A/E, THE CONTRACTOR SHALL REPLACE, IN KIND, ALL BASE, AC PAVING, CONCRETE CURBS, CUTTERS AND SIDEWALKS, UTILITIES, LANDSCAPING, AND IRRIGATION LINES, NOT INTENDED FOR DEMOLITION, BUT WHICH HAVE BEEN REMOVED OR DISTURBED AS A RESULT OF DEMOLITION ACTIVITIES.
- L. WHERE DEMOLITION OCCURS AND NO SPECIFIC INSTRUCTIONS ARE MADE CONCERNING NEW OR REPLACEMENT FEATURES, THE CONTRACTOR SHALL RESTORE THE AREA TO A FINISHED CONDITION USING MATERIALS MATCHING THOSE ADJACENT TO THE REMOVAL SITE, MAKING SURE PROPER DRAINAGE AND APPEARANCE IS ATTAINED.
- M. COORDINATE INSTALLATION OF ELECTRICAL GROUNDING GRID AT SITE & BLDG SLABS, FENCING AND WALLS WITH ELECTRICAL DRAWINGS.
- N. SEE LANDSCAPE PLANS FOR SEEDING AND ROCK SURFACING.



DSM 07 DATA CENTER

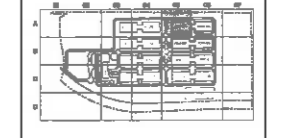
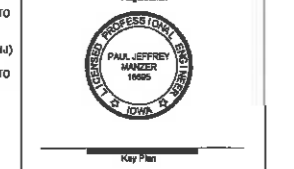
550 SE WHITE CRANE ROAD
WEST DES MOINES, IA 50265

Design Team

Owner	L. PALMER / J. ALLEN/STINE
Architect	A. HARRISON
Contractor	LOUISIANA
City	WEST DES MOINES
Project No.	07-0000
Sheet No.	C-EI-A05

Approval

Checked	MICROSOFT
Reviewed	PETER VANAGRA
Reviewed	ERIC SEAL
Reviewed	STEVE STERNBY
Engineering Director	ANDREW TAYLOR
Senior Designer	ERIC YANZ
QA	BOB USAGE
City Engineer	DERON TEAM
City Designer	JASON GILBERTI PAGE
City Engineer	BRYAN HORTWOOD PAGE
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City Engineer	DAVID BROWN PAGE
City Engineer	CAMERON BROWN PAGE
City Engineer	JOHN CURRIER PAGE
City Engineer	ANDY BAKTERI PAGE
City Engineer	MATE ELLIS SPARLING
City Engineer	PETE BRITZKEB AGO

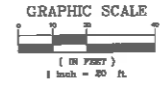


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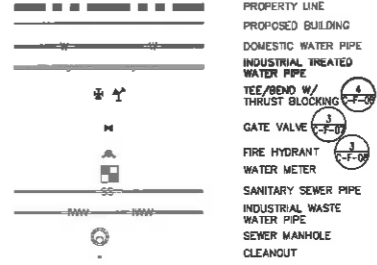
Sheet Title/Number

CML WATER PLAN

APPROVED BY: DATE: C-EI-A05



LEGEND

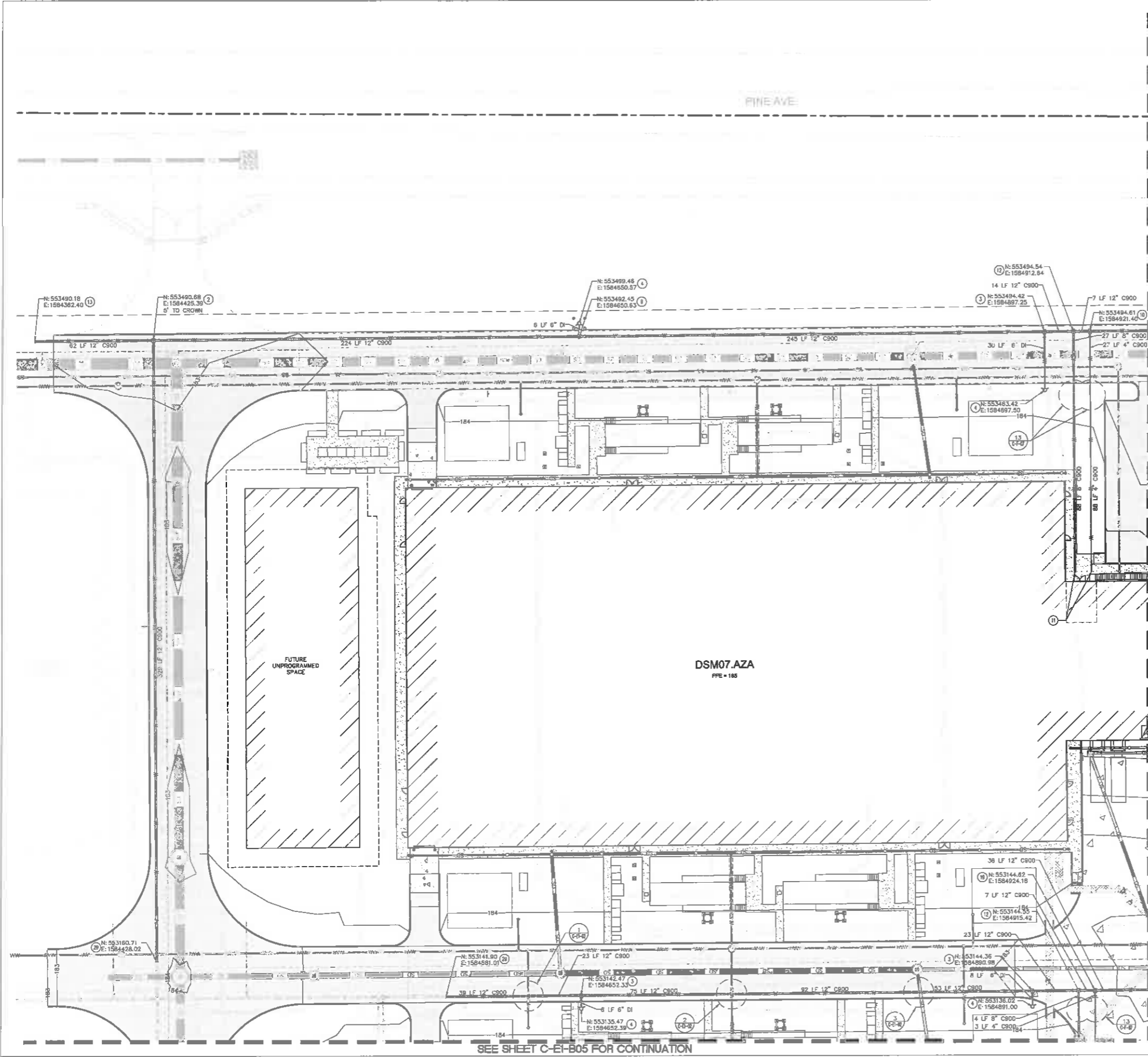


FITTING SCHEDULE

- CONNECT TO FUTURE 16" CITY WATER MAIN
- 1-16"x16" TAPPING TEE (FLxMJ)
- 1-16" GATE VALVE (FLxMJ) THRUST BLOCKING W/ MARKER
- 1-12"x12" TEE (FL)
- 3-12" GATE VALVE (FLxMJ) THRUST BLOCKING
- 1-12"x8" TEE (FL)
- 1-8" GATE VALVE (FLxMJ) THRUST BLOCKING
- 1-FIRE HYDRANT ASSEMBLY
- 1-12"x8" TEE (FL)
- 2-12" GATE VALVE (FLxMJ) THRUST BLOCKING
- 1-8" PLUG (MJ) W/ MARKER THRUST BLOCKING
- 1-8" PLUG (MJ) W/ MARKER THRUST BLOCKING
- 1-8" PLUG (MJ) W/ MARKER THRUST BLOCKING
- 1-8" PLUG (MJ) W/ MARKER THRUST BLOCKING
- 1-12" MJ CONNECTION (REMOVE PLUG/THRUST BLOCKING AND CONNECT TO EXISTING FROM PHASE 2)
- 1-12" 90° BEND (MJ) THRUST BLOCKING
- 1-12"x6" TEE (FL)
- 1-12" GATE VALVE (FLxMJ) 1-8" GATE VALVE (FLxMJ) 1-12" ADAPTOR (FLxMJ) THRUST BLOCKING
- 1-12"x4" TEE (FLxMJ) 1-4" GATE VALVE (FLxMJ) THRUST BLOCKING
- CONNECT TO BUILDING (SEE MEP FOR CONTINUATION)
- 1-12"x8" TEE (FL)
- 2-12" GATE VALVE (FLxMJ) 1-8" ADAPTOR (FLxMJ) THRUST BLOCKING
- 1-12" PLUG (MJ) W/ MARKER & BLOW-OFF ASSEMBLY THRUST BLOCKING (STUB FOR PHASES)
- 1-16"x16" CROSS (FL)
- 4-16" GATE VALVE (FLxMJ) THRUST BLOCKING
- 1-15"x2.5" SERVICE SADDLE 1-2.5" GATE VALVE (RSGV)
- 1-2.5" CAP W/ MARKER
- 1-16"x4" TEE (FL)
- 1-16"x2.5" SERVICE SADDLE 2-16" GATE VALVE (FLxMJ) 1-4" GATE VALVE (FLxMJ) 1-2.5" GATE VALVE (RSGV) THRUST BLOCKING
- 1-4" 90° BEND (MJ) THRUST BLOCKING
- 1-12"x4" TEE (FL)
- 1-12" GATE VALVE (FLxMJ) 1-4" GATE VALVE (FLxMJ) THRUST BLOCKING
- 1-8" PLUG (MJ) W/ MARKER THRUST BLOCKING
- 1-8" PLUG (MJ) W/ MARKER THRUST BLOCKING
- 1-8" PLUG (MJ) W/ MARKER THRUST BLOCKING
- 1-12" MJ CONNECTION (REMOVE PLUG/THRUST BLOCKING AND CONNECT TO EXISTING FROM PHASE 2)
- WALL MOUNTED FIRE DEPARTMENT CONNECTION (SEE MEP FOR SERVICE INFORMATION)
- 1-8" MJ CONNECTION (REMOVE PLUG/THRUST BLOCKING AND CONNECT TO EXISTING FROM PHASE 2)
- 1-2" DOMESTIC WATER METER W/ THERMAL COIL METER 1-2" RPBA W/ HOT BOX
- 1-FIRE HYDRANT ASSEMBLY (REMOVE PLUG/THRUST BLOCKING AND CONNECT TO EXISTING FROM PHASE 2)
- 1-4" MJ CONNECTION (REMOVE PLUG/THRUST BLOCKING AND CONNECT TO EXISTING FROM PHASE 2)
- 1-12"x18" REDUCER (MxMJ) (REMOVE PLUG/THRUST BLOCKING AND CONNECT TO EXISTING FROM PHASE 2)
- 1-4" 45° BEND (MJ) THRUST BLOCKING
- 1-8" 45° BEND (MJ) THRUST BLOCKING



CITY OF WEST DES MOINES
APPROVED BY: DATE:



SEE SHEET C-EI-B05 FOR CONTINUATION

SEE SHEET C-EI-A06 FOR CONTINUATION

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**DSM 07
DATA CENTER**
550 SE WHITE CRANE ROAD
WEST DES MOINES, IA 50265

Design Team

Owner	L. PARKER / J. BLANKENHORN
Architect	L. PARKER / J. BLANKENHORN
Engineer	L. PARKER / J. BLANKENHORN
Designer	L. PARKER / J. BLANKENHORN
Date	9 SEPTEMBER 2014
Project No.	1585008.00
Scale	AS SHOWN

Approvals

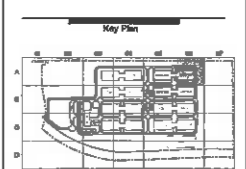
Author	MICHAEL J. BLANKENHORN	Date	
Checked	ERIC BEAL	Date	
Reviewed	ANDREW TAYLOR	Date	
Approved	ERIC BEAL	Date	

DESIGN TEAM

Owner	L. PARKER / J. BLANKENHORN
Architect	L. PARKER / J. BLANKENHORN
Engineer	L. PARKER / J. BLANKENHORN
Designer	L. PARKER / J. BLANKENHORN
Date	9 SEPTEMBER 2014

Registration

No.	Date	Scale
1	2014/07/24	100% P.C.

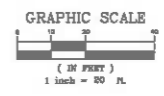


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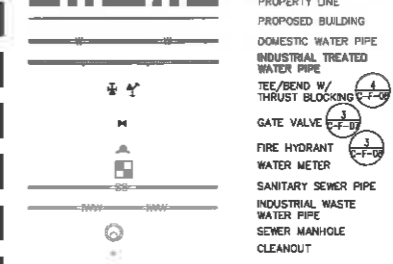
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**CIVIL
WATER PLAN**

C-EI-A06



LEGEND



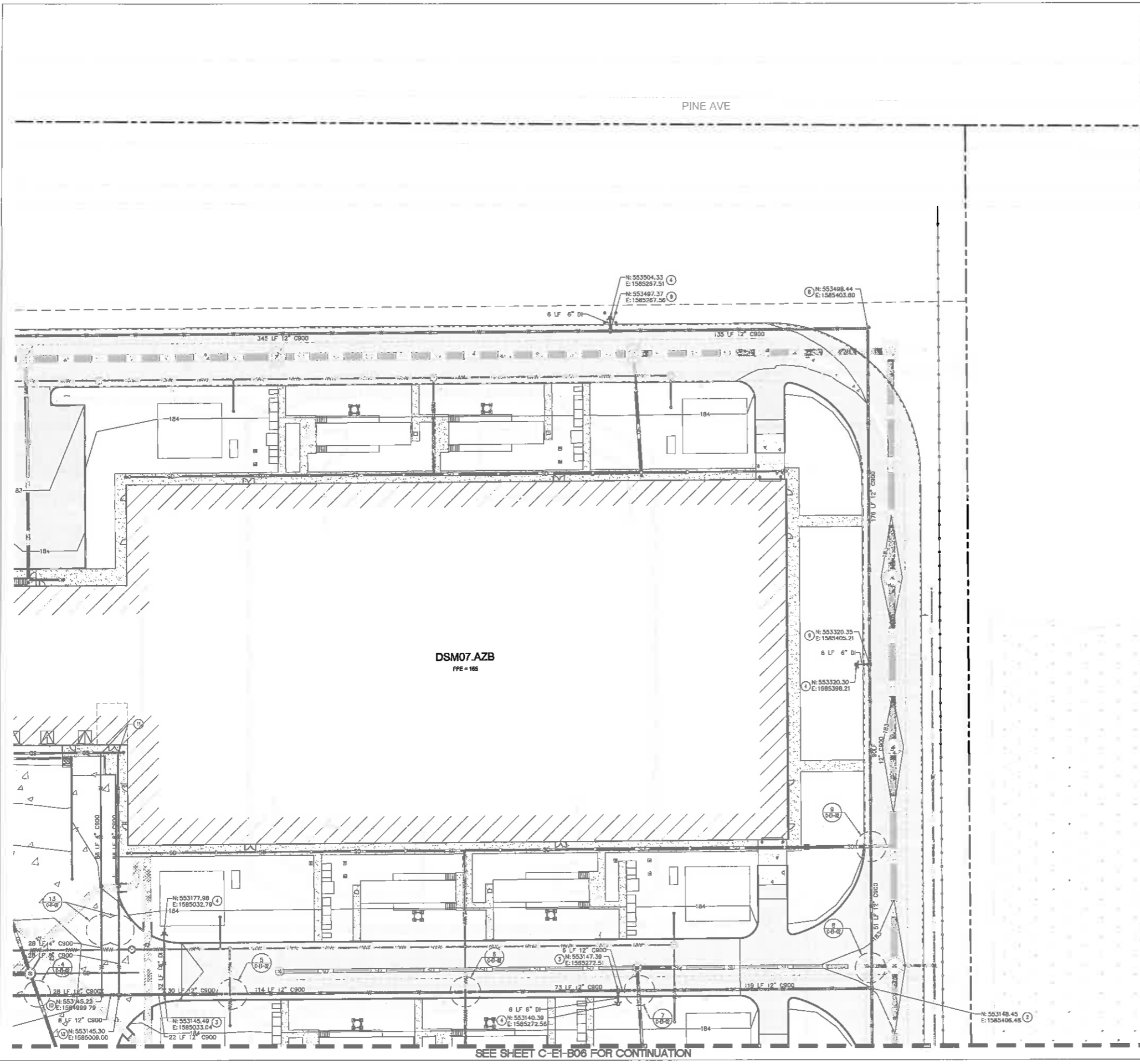
FITTING SCHEDULE

- CONNECT TO FUTURE 18" CITY WATER MAIN
- 1-16"x16" TAPPING TEE (FL+MJ)
- 1-16" GATE VALVE (FL+MJ) THRUST BLOCKING W/ MARKER
- 1-12"x12" TEE (FL)
- 3-12" GATE VALVE (FL+MJ) THRUST BLOCKING
- 1-12"x6" TEE (FL+MJ)
- 1-6" GATE VALVE (FL+MJ) THRUST BLOCKING
- 1-FIRE HYDRANT ASSEMBLY
- 1-12"x8" TEE (FL)
- 2-12" GATE VALVE (FL+MJ)
- 1-8" ADAPTOR (FL+MJ) THRUST BLOCKING
- 1-8"x6" TEE (FL+MJ)
- 1-8" PLUG (MJ)
- 1-8" GATE VALVE (FL+MJ) THRUST BLOCKING
- 1-16"x6" TEE (FL)
- 2-16" GATE VALVE (FL+MJ)
- 1-8" GATE VALVE (FL+MJ) THRUST BLOCKING
- 1-12" 90° BEND (MJ) THRUST BLOCKING
- 1-12"x8" TEE (FL)
- 1-12" GATE VALVE (FL+MJ)
- 1-6" GATE VALVE (FL+MJ)
- 1-12" ADAPTOR (FL+MJ) THRUST BLOCKING
- 1-12"x4" TEE (FL)
- 1-4" GATE VALVE (FL+MJ) THRUST BLOCKING
- 1-8" ADAPTOR (FL+MJ) THRUST BLOCKING
- 1-12"x8" TEE (FL)
- 2-12" GATE VALVE (FL+MJ)
- 1-8" ADAPTOR (FL+MJ) THRUST BLOCKING
- 1-12" M/J CONNECTION (REMOVE PLUG/THRUST BLOCKING AND CONNECT TO EXISTING FROM PHASE 2)
- 1-12" M/J CONNECTION (REMOVE PLUG/THRUST BLOCKING AND CONNECT TO EXISTING FROM PHASE 2)
- WALL MOUNTED FIRE DEPARTMENT CONNECTION (SEE MEP FOR SERVICE INFORMATION)
- 1-8" M/J CONNECTION (REMOVE PLUG/THRUST BLOCKING AND CONNECT TO EXISTING FROM PHASE 2)
- 1-2" DOMESTIC WATER METER W/ THERMAL COIL METER
- 1-2" RFB W/ HOT BOX
- 1-FIRE HYDRANT ASSEMBLY (REMOVE PLUG/THRUST BLOCKING AND CONNECT TO EXISTING FROM PHASE 2)
- 1-4" M/J CONNECTION (REMOVE PLUG/THRUST BLOCKING AND CONNECT TO EXISTING FROM PHASE 2)
- 1-12"x16" REDUCER (M+MJ) (REMOVE PLUG/THRUST BLOCKING AND CONNECT TO EXISTING FROM PHASE 2)
- 1-4" 45° BEND (MJ) THRUST BLOCKING
- 1-8" 45° BEND (MJ) THRUST BLOCKING

SEE SHEET C-EI-A04 FOR CONTINUATION



CITY OF WEST DES MOINES
APPROVED BY: _____ DATE: _____



SEE SHEET C-EI-B06 FOR CONTINUATION

SEE SHEET C-EI-A05 FOR CONTINUATION

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 Austin | Dallas | Denver | Houston | Washington DC |
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 WEST DES MOINES, IA 50265

Design Team

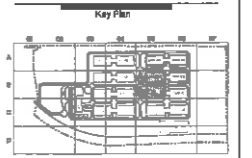
Design	L. FALABRE / J. ALVARADO
Drawn	J. ALVARADO
Checked	L. FALABRE
Date	11/20/2013
Project	550 SE White Crane Rd
Project No.	13-001
Sheet No.	P-100

Approvals

CUSTOMER	DATE
MICROSOFT	
PROJECT MANAGER	
ENGINEER	
DESIGN TEAM	
ARCHITECT	
MECHANICAL ENGINEER	
ELECTRICAL ENGINEER	
PLUMBING ENGINEER	
SEWER ENGINEER	
WATER ENGINEER	
INSULATION ENGINEER	
MECHANICAL INSULATION ENGINEER	
CONCRETE ENGINEER	
WOOD ENGINEER	
STEEL ENGINEER	
FOUNDATION ENGINEER	
STRUCTURAL ENGINEER	
ARCHITECTURAL ENGINEER	
MECHANICAL ENGINEER	
ELECTRICAL ENGINEER	
PLUMBING ENGINEER	
SEWER ENGINEER	
WATER ENGINEER	
INSULATION ENGINEER	
MECHANICAL INSULATION ENGINEER	
CONCRETE ENGINEER	
WOOD ENGINEER	
STEEL ENGINEER	
FOUNDATION ENGINEER	
STRUCTURAL ENGINEER	
ARCHITECTURAL ENGINEER	

Revisions

No.	Date	Description
1	2013.07.24	ISSUE #01

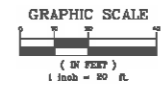


Bar Code
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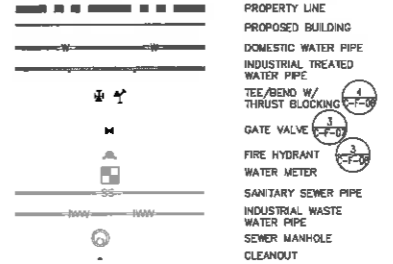
Sheet Title/Number

**CIVIL
 WATER PLAN**

C-EI-B05



LEGEND



FITTING SCHEDULE

- CONNECT TO FUTURE 16" CITY WATER MAIN
- 1-16"x8" TAPPING TEE (FLxMJ)
- 1-16" GATE VALVE (FLxMJ)
- THRUST BLOCKING W/ MARKER
- 1-12"x8" TEE (FL)
- 3-12" GATE VALVE (FLxMJ)
- THRUST BLOCKING
- 1-12"x8" TEE (FLxMJ)
- 1-8" GATE VALVE (FLxMJ)
- THRUST BLOCKING
- 1-FIRE HYDRANT ASSEMBLY
- 1-12"x8" TEE (FL)
- 2-12" GATE VALVE (FLxMJ)
- 1-8" ADAPTOR (FLxMJ)
- THRUST BLOCKING
- 1-8"x8" TEE (FLxMJ)
- 1-8" PLUG (MJ)
- 1-8" GATE VALVE (FLxMJ)
- THRUST BLOCKING
- 1-18"x8" TEE (FL)
- 2-16" GATE VALVE (FLxMJ)
- 1-6" GATE VALVE (FLxMJ)
- THRUST BLOCKING
- 1-12" 90° BEND (MJ)
- THRUST BLOCKING
- 1-12"x8" TEE (FL)
- 1-12" GATE VALVE (FLxMJ)
- 1-8" GATE VALVE (FLxMJ)
- 1-12" ADAPTOR (FLxMJ)
- THRUST BLOCKING
- 1-12"x4" TEE (FLxMJ)
- 1-4" GATE VALVE (FLxMJ)
- THRUST BLOCKING
- CONNECT TO BUILDING (SEE MEP FOR CONTINUATION)
- 1-12"x8" TEE (FL)
- 2-12" GATE VALVE (FLxMJ)
- 1-8" ADAPTOR (FLxMJ)
- THRUST BLOCKING
- 1-12" PLUG (MJ) W/ MARKER & BLOW-OFF ASSEMBLY (STUB FOR PHASES)
- 1-16"x16" CROSS (FL)
- 4-16" GATE VALVE (FLxMJ)
- THRUST BLOCKING
- 1-16"x2.5" SERVICE SADDLE
- 1-2.5" GATE VALVE (RSGV)
- 1-2.5" CAP W/ MARKER
- 1-16"x4" TEE (FL)
- 1-16"x2.5" SERVICE SADDLE
- 2-16" GATE VALVE (FLxMJ)
- 1-4" GATE VALVE (FLxMJ)
- 1-2.5" GATE VALVE (RSGV)
- THRUST BLOCKING
- 1-4" 90° BEND (MJ)
- THRUST BLOCKING
- 1-12"x4" TEE (FL)
- 1-12" GATE VALVE (FLxMJ)
- 1-4" GATE VALVE (FLxMJ)
- 1-12" ADAPTOR (FLxMJ)
- THRUST BLOCKING
- 1-4" PLUG (MJ) W/ MARKER
- THRUST BLOCKING
- 1-8" PLUG (MJ) W/ MARKER
- THRUST BLOCKING
- 1-8" PLUG (MJ) W/ MARKER
- THRUST BLOCKING
- 1-12" MJ CONNECTION (REMOVE PLUG/THRUST BLOCKING AND CONNECT TO EXISTING FROM PHASE 2)
- WALL MOUNTED FIRE DEPARTMENT CONNECTION (SEE MEP FOR SERVICE INFORMATION)
- 1-8" MJ CONNECTION (REMOVE PLUG/THRUST BLOCKING AND CONNECT TO EXISTING FROM PHASE 2)
- 1-2" DOMESTIC WATER METER W/ THERMAL COIL METER 1-2" RPSA W/ HOT BOX
- 1-FIRE HYDRANT ASSEMBLY (REMOVE PLUG/THRUST BLOCKING AND CONNECT TO EXISTING FROM PHASE 2)
- 1-4" MJ CONNECTION (REMOVE PLUG/THRUST BLOCKING AND CONNECT TO EXISTING FROM PHASE 2)
- 1-12"x16" REDUCER (MJxMJ) (REMOVE PLUG/THRUST BLOCKING AND CONNECT TO EXISTING FROM PHASE 2)
- 1-4" 45° BEND (MJ)
- THRUST BLOCKING
- 1-8" 45° BEND (MJ)
- THRUST BLOCKING

SEE SHEET C-EI-B06 FOR CONTINUATION

DSM07.AZC
 FFE = 185



CITY OF WEST DES MOINES
 APPROVED BY: _____ DATE: _____

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Microsoft
DSM 07
DATA CENTER
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WEST DES MOINES, IA 50265

Design Team

Design	L. PALMER / L. ALVAREZ
Draw	J. LAMPERT
Check	J. PALMER
Date	11 SEPTEMBER 2004
Project No.	04-0000
U.S. Patent No.	7,328,888

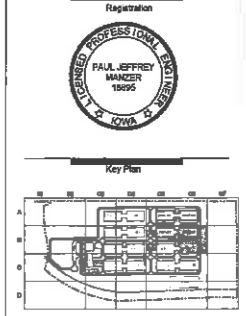
Approvals

Client	MICROSOFT
Client Representative	PETER WACHS
Client Representative Title	VP
Client Representative Signature	[Signature]
Client Representative Title	VP
Client Representative Signature	[Signature]
Client Representative Title	VP
Client Representative Signature	[Signature]
Client Representative Title	VP
Client Representative Signature	[Signature]

Revisions

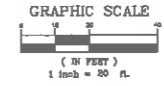
No.	Date	Description
1	09/10/04	ISSUE FOR PERMIT

Registration

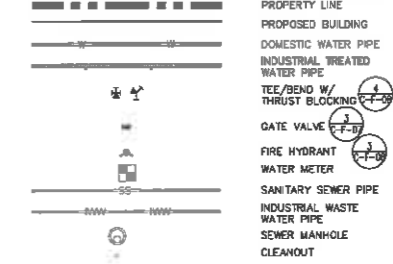


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Sheet Title/Number
CML WATER PLAN
C-EI-B06

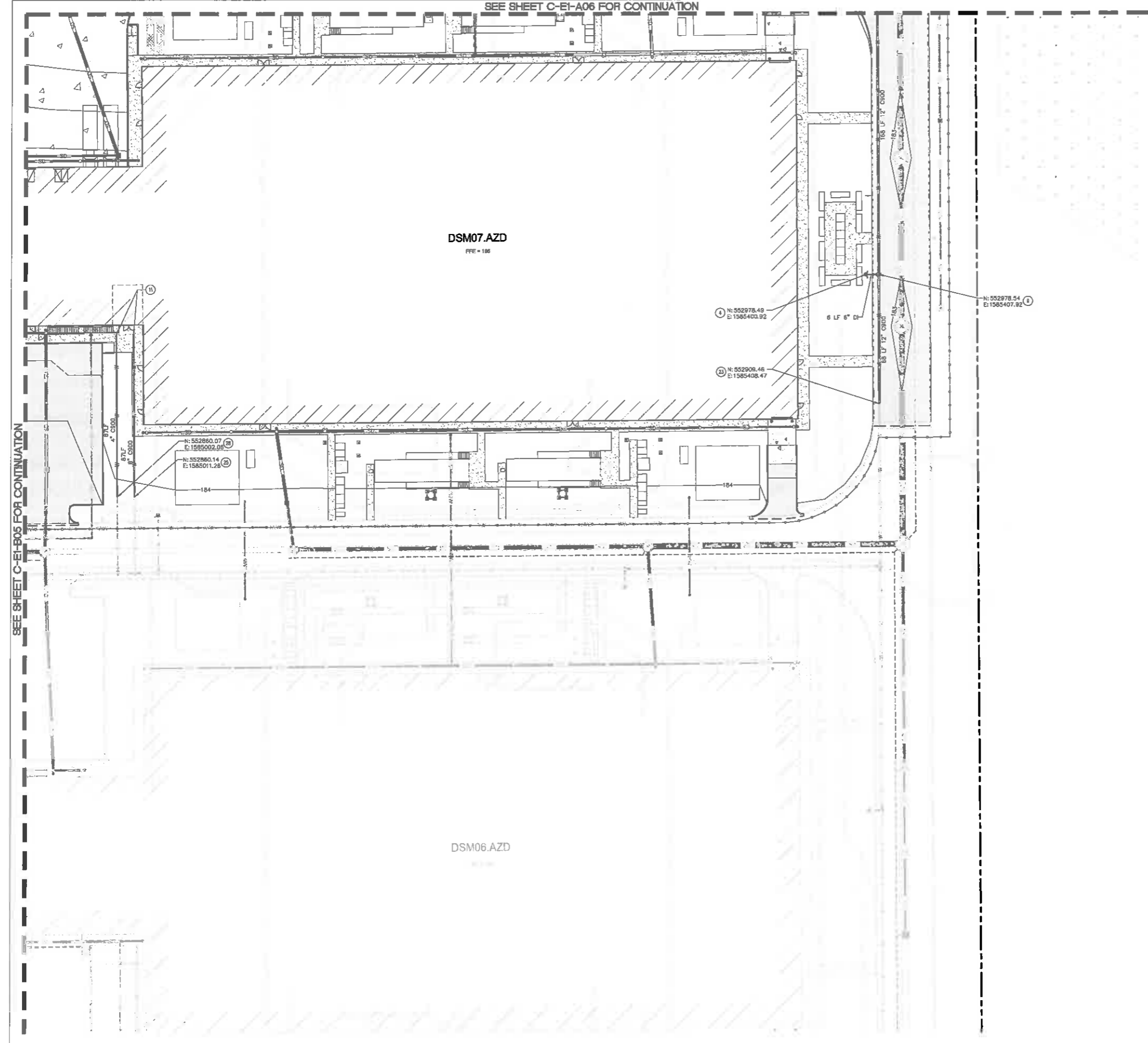


LEGEND



FITTING SCHEDULE

- | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|--|------------------------------|-------------------------|---------------------------|--------------------|-------------------------|-----------------|---------------------|------------------------|-----------------|-------------------------|-------------------|-------------------------|---------------------|-----------------|--------------------|----------------|------------------------|-----------------|-------------------|-------------------------|------------------------|-----------------|---------------------|-----------------|-------------------|-------------------------|------------------------|----------------------|-----------------|-------------------|-------------------------|------------------------|----------------------|-----------------|--------------------------|-----------------|--------------------------|-----------------|--------------------------|-----------------|--|---|---|--|--|---|--|--------------------|-----------------|--------------------|-----------------|
| CONNECT TO FUTURE 16" CITY WATER MAIN (FL&M) | 1-16"x16" TAPPING TEE (FL&M) | 1-16" GATE VALVE (FL&M) | THRUST BLOCKING W/ MARKER | 1-12"x12" TEE (FL) | 3-12" GATE VALVE (FL&M) | THRUST BLOCKING | 1-12"x8" TEE (FL&M) | 1-6" GATE VALVE (FL&M) | THRUST BLOCKING | 1-FIRE HYDRANT ASSEMBLY | 1-12"x6" TEE (FL) | 2-12" GATE VALVE (FL&M) | 1-8" ADAPTOR (FL&M) | THRUST BLOCKING | 1-8"x8" TEE (FL&M) | 1-8" PLUG (MJ) | 1-8" GATE VALVE (FL&M) | THRUST BLOCKING | 1-16"x8" TEE (FL) | 2-16" GATE VALVE (FL&M) | 1-8" GATE VALVE (FL&M) | THRUST BLOCKING | 1-12" 90° BEND (MJ) | THRUST BLOCKING | 1-12"x8" TEE (FL) | 1-12" GATE VALVE (FL&M) | 1-6" GATE VALVE (FL&M) | 1-12" ADAPTOR (FL&M) | THRUST BLOCKING | 1-12"x4" TEE (FL) | 1-12" GATE VALVE (FL&M) | 1-4" GATE VALVE (FL&M) | 1-12" ADAPTOR (FL&M) | THRUST BLOCKING | 1-4" PLUG (MJ) W/ MARKER | THRUST BLOCKING | 1-8" PLUG (MJ) W/ MARKER | THRUST BLOCKING | 1-8" PLUG (MJ) W/ MARKER | THRUST BLOCKING | 1-12" MJ CONNECTION (REMOVE PLUG/THRUST BLOCKING AND CONNECT TO EXISTING FROM PHASE 2) | WALL MOUNTED FIRE DEPARTMENT CONNECTION (SEE MEP FOR SERVICE INFORMATION) | 1-8" MJ CONNECTION (REMOVE PLUG/THRUST BLOCKING AND CONNECT TO EXISTING FROM PHASE 2) | 1-2" DOMESTIC WATER METER W/ THERMAL COIL METER 1-2" RPBA W/ HOT BOX | 1-FIRE HYDRANT ASSEMBLY (REMOVE PLUG/THRUST BLOCKING AND CONNECT TO EXISTING FROM PHASE 2) | 1-4" MJ CONNECTION (REMOVE PLUG/THRUST BLOCKING AND CONNECT TO EXISTING FROM PHASE 2) | 1-12"x16" REDUCER (MJ&MJ) (REMOVE PLUG/THRUST BLOCKING AND CONNECT TO EXISTING FROM PHASE 2) | 1-4" 45° BEND (MJ) | THRUST BLOCKING | 1-8" 45° BEND (MJ) | THRUST BLOCKING |
|--|------------------------------|-------------------------|---------------------------|--------------------|-------------------------|-----------------|---------------------|------------------------|-----------------|-------------------------|-------------------|-------------------------|---------------------|-----------------|--------------------|----------------|------------------------|-----------------|-------------------|-------------------------|------------------------|-----------------|---------------------|-----------------|-------------------|-------------------------|------------------------|----------------------|-----------------|-------------------|-------------------------|------------------------|----------------------|-----------------|--------------------------|-----------------|--------------------------|-----------------|--------------------------|-----------------|--|---|---|--|--|---|--|--------------------|-----------------|--------------------|-----------------|



CITY OF WEST DES MOINES
APPROVED BY: _____ DATE: _____

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 Austin / Dallas / Denver / Houston, Washington DC /
 International Offices



**DSM 07
 DATA CENTER**
 550 SE WHITE CRANE ROAD
 WEST DES MOINES, IA 50265

Design Team

Design	L. PETERSON / L.A. GARDNER
Draw	L.A. GARDNER
Checked	L.A. GARDNER
Date	10 SEPTEMBER 2014
Project No.	10000000000000000000
Sheet No.	01

Approvals

Client	Microsoft
Microsoft Architect	PETER MARRAS
Microsoft Civil Engineer	ERIC BEAL
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Microsoft Mechanical Engineer	ANDREW TAYLOR
Microsoft Surveyor	ERIC YANZIE
Microsoft Civil	ROCKHEDGE
DESIGN TEAM	
Team Manager	ANDREW TAYLOR
Team Engineer	DAVID BROWN PFS
Team Designer	DAVID BROWN PFS
Team Checker	DAVID BROWN PFS
Team Approver	DAVID BROWN PFS
Team Designer	DAVID BROWN PFS
Team Checker	DAVID BROWN PFS
Team Approver	DAVID BROWN PFS
Team Designer	DAVID BROWN PFS
Team Checker	DAVID BROWN PFS
Team Approver	DAVID BROWN PFS

Registration

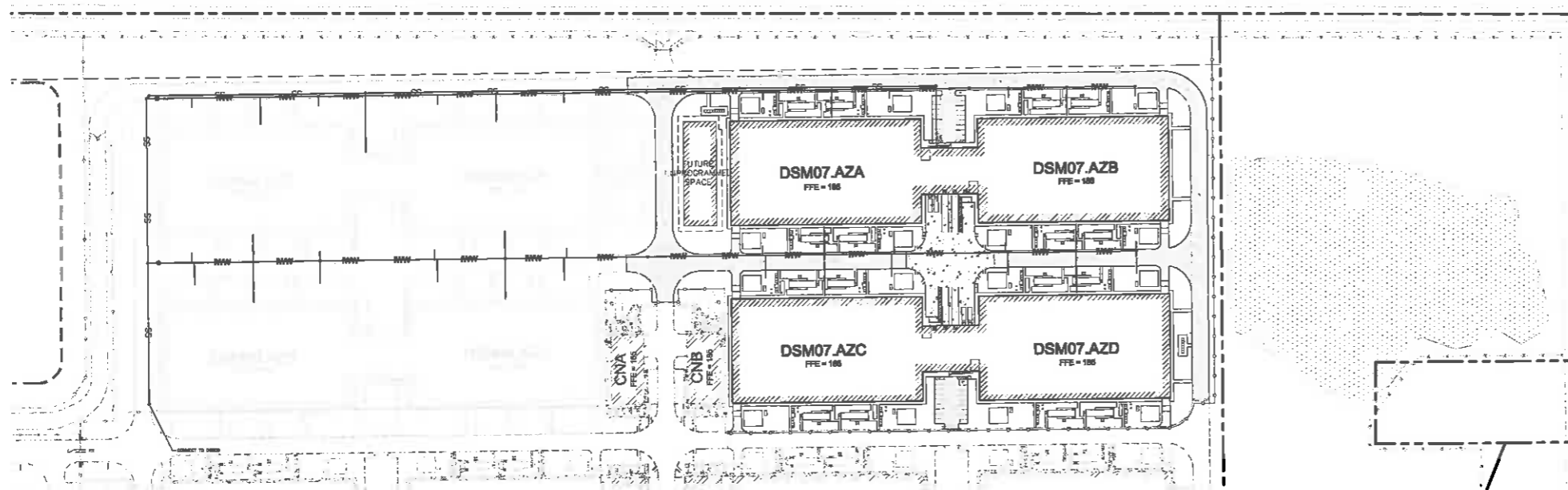


Key Plan

By Code
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**CIVIL
 SEWER PLAN
 OVERALL**

C-E2-01



GENERAL NOTES

- DIMENSIONS AND COORDINATES ARE TO FACE OF CURB (TYP).
- UTILITY INSTALLATION INCLUDES TRENCHING, PIPE BEDDING AND BACKFILL. REINSTATE SURFACE TO ORIGINAL CONDITION UNO ON SITE IMPROVEMENTS PLAN.
- PROVIDE THRUST BLOCKS/JOINT RESTRAINTS ON ALL PRESSURIZED LINES. SEE DETAIL 4/C-F-10 AND 5/C-F-11 FOR JOINT RESTRAINTS.
- FIELD VERIFY LIMITS OF DEMOLITION & LOCATION OF UTILITIES TO BE REMOVED.
- FIELD VERIFY CONNECTION POINTS TO EXISTING UTILITIES. NOTIFY ENGINEER OF DISCREPANCIES FROM PLAN OF RECORD.
- EXISTING GRADES SHOWN ARE APPROXIMATE AND SHOULD BE FIELD VERIFIED.
- CONTRACTOR RESPONSIBLE TO MAINTAIN POSITIVE DRAINAGE TO STORM DRAIN SYSTEM UNTIL PERMANENT STORM DRAIN SYSTEM IS INSTALLED.
- ROADWAY AND PAVEMENT STRONG SHOWN IN APPROXIMATE LOCATIONS. SCALE DRAWING FOR PLACEMENT.
- TELECOM, ELECTRICAL & LSS SHOWN FOR REFERENCE ONLY. FIELD VERIFY LOCATIONS PRIOR TO EXCAVATION.
- ADJUST UTILITY STRUCTURES (PIPS, HYDRANTS, MI'S, CB'S, VAULTS ETC) TO FINISH GRADE WHEN COMPLETING FINAL GRADING. ELECTRICAL AND TELECOM VAULTS TO BE ADJUSTED TO FINISHED GRADE WITH GRADE RINGS.
- UNLESS OTHERWISE DIRECTED BY THE OWNER OR BY THE A/E, THE CONTRACTOR SHALL REPLACE, IN KIND, ALL BASE, AC PAVING, CONCRETE CURBS, GUTTERS AND SIDEWALKS, UTILITIES, LANDSCAPING, AND IRRIGATION LINES, NOT INTENDED FOR DEMOLITION, BUT WHICH HAVE BEEN REMOVED OR DISTURBED AS A RESULT OF DEMOLITION ACTIVITIES.
- WHERE DEMOLITION OCCURS AND NO SPECIFIC INSTRUCTIONS ARE MADE CONCERNING NEW OR REPLACEMENT FEATURES, THE CONTRACTOR SHALL RESTORE THE AREA TO A FINISHED CONDITION USING MATERIALS MATCHING THOSE ADJACENT TO THE REMOVAL SITE, MAKING SURE PROPER DRAINAGE AND APPEARANCE IS ATTAINED.
- COORDINATE INSTALLATION OF ELECTRICAL GROUNDING GRID AT SITE & BLDG SLABS, FENCING AND WALLS WITH ELECTRICAL DRAWINGS.
- SEE LANDSCAPE PLANS FOR SEEDING AND ROCK SURFACING.

SANITARY SEWER NOTES

- PIPE SIZES 15 INCHES AND SMALLER SHOULD CARRY THE PEAK FLOW AT A DEPTH OF NO MORE THAN 0.67 OF THE PIPE DIAMETER. PIPE SIZES GREATER THAN 15 INCHES SHOULD CARRY THE PEAK FLOW AT A DEPTH OF NO MORE THAN 0.75 OF THE PIPE DIAMETER.
- PUBLIC SEWERS SHOULD HAVE A SUFFICIENT GRADE TO MAINTAIN 2 FPS AT PEAK FLOW. MINIMUM GRADE ON BUILDING SANITARY SEWER STUBS SHOULD BE 1/8 INCH PER FOOT.
- GRAVITY SANITARY SEWERS SHOULD NOT BE LESS THAN 8 INCHES IN DIAMETER. MINIMUM SIZE OF BUILDING SANITARY SEWER STUB SHOULD BE 4 INCHES IN DIAMETER FOR RESIDENTIAL AND 6 INCHES IN DIAMETER FOR COMMERCIAL. THE SIZE WILL INCREASE BASED ON THE PROPOSED NUMBER OF FIXTURES THAT THE SEWER STUB SERVES.
- SANITARY SEWER CROSSINGS OF STORM SEWERS SHOULD HAVE NO LESS THAN 6 INCHES OF CLEARANCE. SPECIAL STRUCTURAL SUPPORT WILL BE REQUIRED IF THERE IS LESS THAN 18 INCHES CLEARANCE. THE MINIMUM HORIZONTAL CLEARANCE SHOULD BE 5 FEET. CLEARANCE REFERS TO THE DISTANCE FROM THE OUTSIDE OF THE SANITARY SEWER PIPE TO THE OUTSIDE OF THE STORM SEWER PIPE.
- GRAVITY SEWER MAINS SHALL BE SEPARATED FROM WATER MAINS BY A HORIZONTAL DISTANCE OF AT LEAST 10 FEET UNLESS THE TOP OF A SEWER MAIN IS AT LEAST 18 INCHES BELOW THE BOTTOM OF THE WATER MAIN, AND THE SEWER IS PLACED IN A SEPARATE TRENCH OR IN THE SAME TRENCH ON A BENCH OF UNDISTURBED EARTH AT A MINIMUM HORIZONTAL SEPARATION OF 3 FEET FROM THE WATER MAIN.
- SEPARATION OF SEWER AND WATER MAIN CROSSOVERS: VERTICAL SEPARATION OF SANITARY SEWERS CROSSING UNDER ANY WATER MAIN SHOULD BE AT LEAST 18 INCHES WHEN MEASURED FROM THE TOP OF THE SEWER TO THE BOTTOM OF THE WATER MAIN. IF PHYSICAL CONDITIONS PROHIBIT THE SEPARATION, THE SEWER MAY BE PLACED NOT CLOSER THAN 6 INCHES BELOW A WATER MAIN OR 18 INCHES ABOVE A WATER MAIN. THE SEPARATION DISTANCE SHALL BE THE MAXIMUM FEASIBLE IN ALL CASES.
- SHOULD PHYSICAL CONDITIONS EXIST SUCH THAT EXCEPTIONS ARE NECESSARY, THE DESIGN ENGINEER MUST DETAIL HOW THE SEWER AND WATER MAIN ARE TO BE ENGINEERED TO PROVIDE PROTECTION EQUAL TO THAT REQUIRED.
- MANHOLES IN STREET RIGHT OF WAY MUST BE LOCATED IN AREAS WHICH ALLOW DIRECT ACCESS BY MAINTENANCE VEHICLES. AREAS OUTSIDE THE STREET RIGHT OF WAY SHOULD BE SUBJECT TO THE APPROVAL OF THE JURISDICTIONAL ENGINEER.
- THE MINIMUM SIZE FOR A MANHOLE IS 48 INCHES IN DIAMETER. CHECK MANHOLE SIZE ACCORDING TO SECTION 30-1. MOST JURISDICTIONS REQUIRE ECCENTRIC MANHOLES, WITHOUT BUILT-IN STEPS, WITH THE MANHOLE OPENING OVER THE CENTERLINE OF THE PIPE OR ON AN OFFSET NOT TO EXCEED 12 INCHES.
- ANY SERVICE LINE CONNECTIONS TO MANHOLES REQUIRE APPROVAL FROM THE JURISDICTION. THE SERVICES MAY NOT ENTER THE MANHOLE AT GREATER THAN 2 FEET ABOVE THE INVERT OF THE OUTLET. SEWER FLOW CHANNELS IN THE MANHOLE BOTTOM MUST BE PROVIDED FOR ALL SERVICES.

CITY OF WEST DES MOINES STANDARD NOTES

- ALL WATER WORK, PUBLIC OR PRIVATE, SHALL BE DONE IN ACCORDANCE WITH WEST DES MOINES WATER WORKS STANDARD SPECIFICATIONS.
- CONTRACTOR SHALL NOTIFY WEST DES MOINES WATER WORKS AT LEAST ONE WEEK PRIOR TO BUILDING CONSTRUCTION.
- THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE COORDINATION OF WORK OF ALL SUBCONTRACTOR(S) INVOLVED IN THE PROJECT.
- CONTACT BUILDING INSPECTION (515-222-3630) A MINIMUM OF 24 HOURS IN ADVANCE FOR PRIVATE UTILITY INSTALLATION INSPECTIONS.
- THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLIANCE WITH THE WEST DES MOINES WATER WORKS AND THE CITY'S CROSS CONNECTION CONTROL/CONTAINMENT PROVISION (UTILITY SHEET ONLY).
- DESIGNATED BUFFERS SHALL BE LABELED AS A "NO BUILD AREA".



CITY OF WEST DES MOINES
 APPROVED BY: _____ DATE: _____

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Fax: 512.477.2211



DSM 07 DATA CENTER 550 SE WHITE CRANE ROAD WEST DES MOINES, IA 50265

Design Team

Owner	L. FARMER / J. LANGRISH
Architect	A. B. GARDNER
Contractor	T. GARDNER
Date	12/18/2008
Project No.	080708
U.S. Project No.	7-10000

Approvals

City Engineer	DAVID WEAVER	Date	
City Engineer	MICROSOFT	Date	
City Engineer	PETER WEAVER	Date	
City Engineer	ERIC BEAL	Date	
City Engineer	STEVE STEMBERG	Date	
City Engineer	ANDREW TAYLOR	Date	
City Engineer	ERIC YANZIE	Date	
City Engineer	NICK HARRIS	Date	
City Engineer	OSBORN TEAM	Date	
City Engineer	JASON CALVERT PAGE	Date	
City Engineer	BRYAN HOFFMANN PAGE	Date	
City Engineer	STEVE FRISVOLD PAGE	Date	
City Engineer	DAVID BROWN PAGE	Date	
City Engineer	CAMERON BROWN PAGE	Date	
City Engineer	JOHN CLUNNEY PAGE	Date	
City Engineer	ANDY BAXTER PAGE	Date	
City Engineer	MATE ELLIS SPANISH	Date	
City Engineer	PHIL BRINTZELADO	Date	

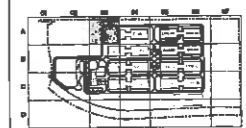
Revisions

No.	Date	Description
1	2015-07-26	ISSUE FOR PERMIT

Registration



Key Plan

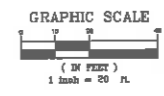


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Sheet Title Number

CIVIL SEWER PLAN

C-E2-A03



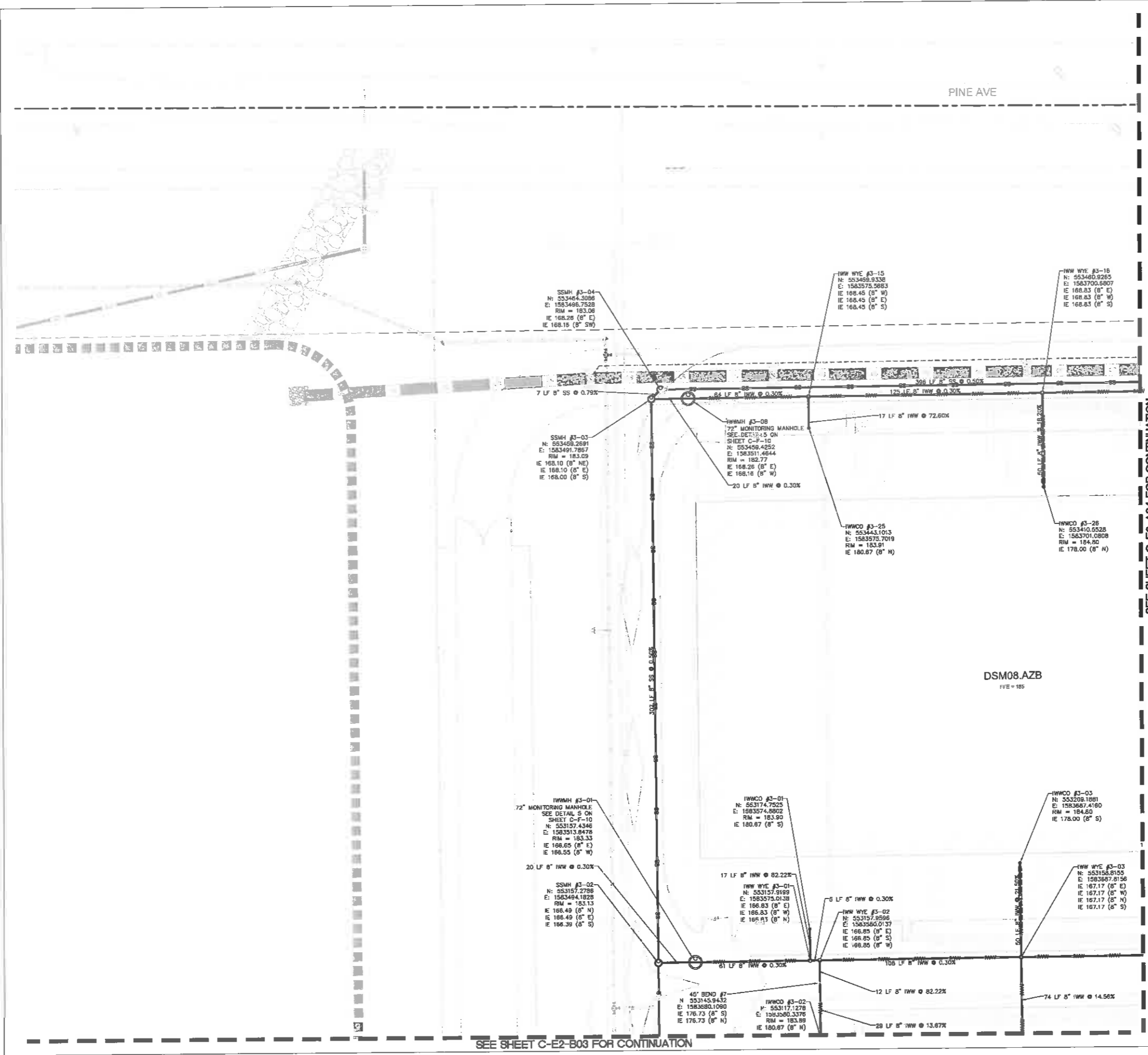
LEGEND

---	PROPERTY LINE
---	PROPOSED BUILDING
---	SANITARY SEWER PIPE
---	INDUSTRIAL WASTE WATER PIPE
○	SEWER MANHOLE
○	CLEANOUT
○	PIPE SLEEVE

SEE SHEET C-E2-A04 FOR CONTINUATION



CITY OF WEST DES MOINES
APPROVED BY: _____ DATE: _____



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Fax: 515.472.5811
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International Office



LAND OF THE
State of
Iowa, IA 50001



DSM 07 DATA CENTER 550 SE WHITE CRANE ROAD WEST DES MOINES, IA 50265

Design Team

Owner	L. HANSEN / LANDSCAPE
Architect	A. L. HANSEN
Contractor	T. HANSEN
City	WEST DES MOINES, IA
Project No.	10000000
Sheet No.	A-04

Approvals

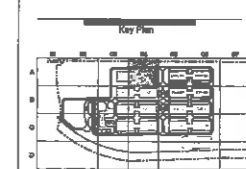
Contractor	DATE
Microscopic	DATE
Professional Engineer	PETER VANBA
Professional Engineer	BRIG BAIL
Professional Engineer	STEVE STERNIT
Professional Engineer	ANDREW TAYLOR
Professional Engineer	BOB YANBY
Professional Engineer	ROCK WAGE

DESIGN TEAM

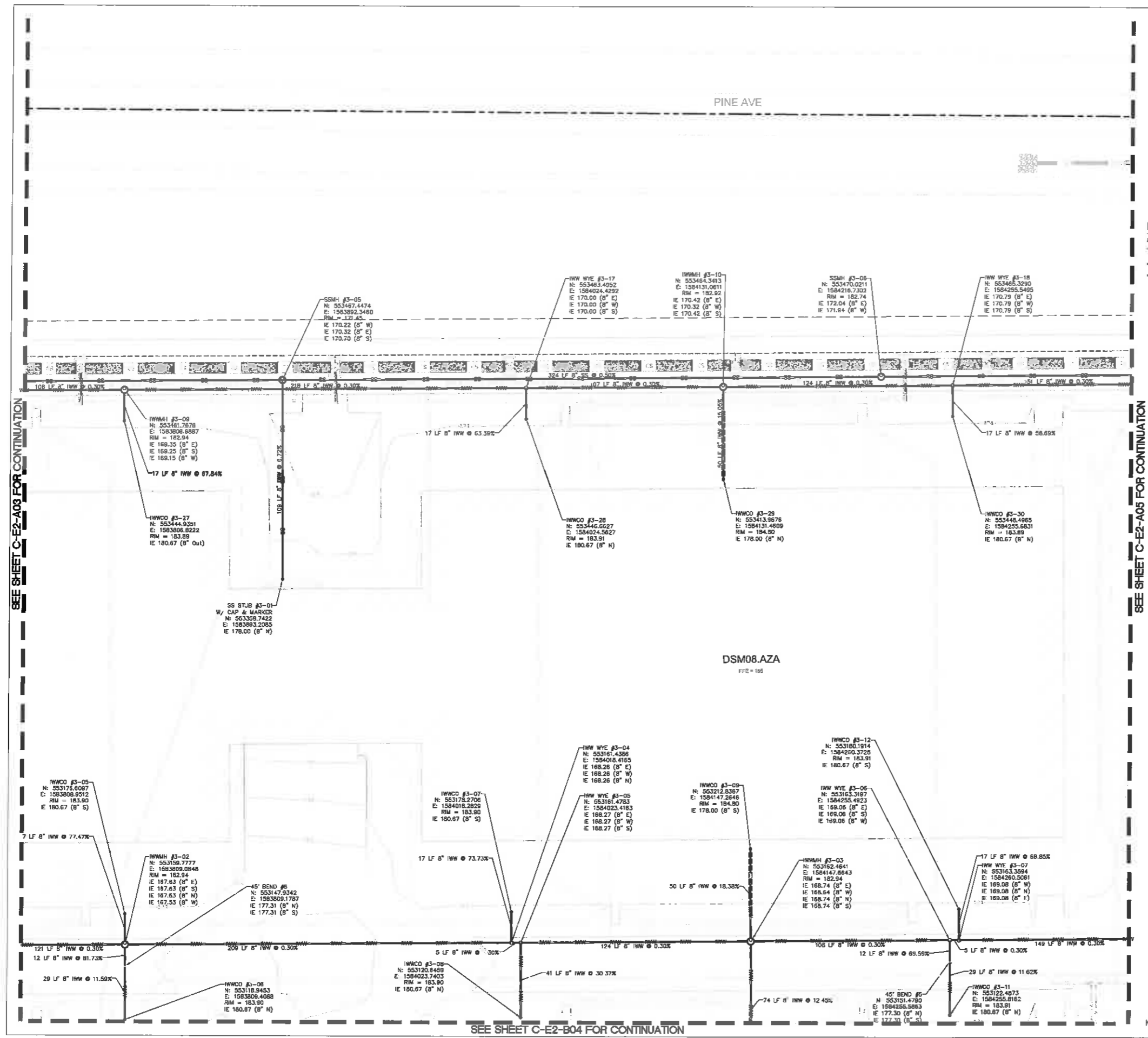
Project Manager	JASON GILBERT PAGE
Project Engineer	RYAN WATSON PAGE
Professional Engineer	STEVE PERCY PAGE
Professional Engineer	DAVID BROWN PAGE
Professional Engineer	CHRISTOPHER PAGE
Professional Engineer	JOSH CURRIE PAGE
Professional Engineer	ALAN BAXTER PAGE
Professional Engineer	WALTER SPANGLER
Professional Engineer	PETE BREYER AGO

Revisions

No.	Date	Description
1	2010.07.01	ISSUE FOR



Sheet Title/Number
CIVIL SEWER PLAN
C-E2-A04



SEE SHEET C-E2-A03 FOR CONTINUATION

SEE SHEET C-E2-A05 FOR CONTINUATION

SEE SHEET C-E2-B04 FOR CONTINUATION



CITY OF WEST DES MOINES
APPROVED BY: _____ DATE: _____

CIVIL SEWER PLAN
C-E2-A04

DSM 07 DATA CENTER 550 SE WHITE CRANE ROAD WEST DES MOINES, IA 50265

Design Team

Owner	L.P. MORGAN/ALACRISYS
Client	L.P. MORGAN
Contract	5.263301
Date	10/01/2015
Project No.	50265101
S&P No.	1.0000

Approvals

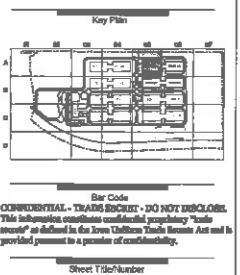
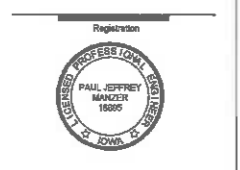
Professional Seal	MICROSOFT	Date
Professional Seal	PETER WARMHA	Date
Professional Seal	STEVE BEAL	Date
Professional Seal	STEVE STEWART	Date
Professional Seal	ANDREW TAYLOR	Date
Professional Seal	CHRYSTAL YANER	Date
Professional Seal	POLINA	Date

DESIGN TEAM

Lead Designer	JASON HENDERSON	Date
Designer	BRYAN HENDERSON	Date
Designer	STEVE PEARCE	Date
Designer	DAVID ECKHART	Date
Designer	CAMERON BROWN	Date
Designer	JOHN CLARKE	Date

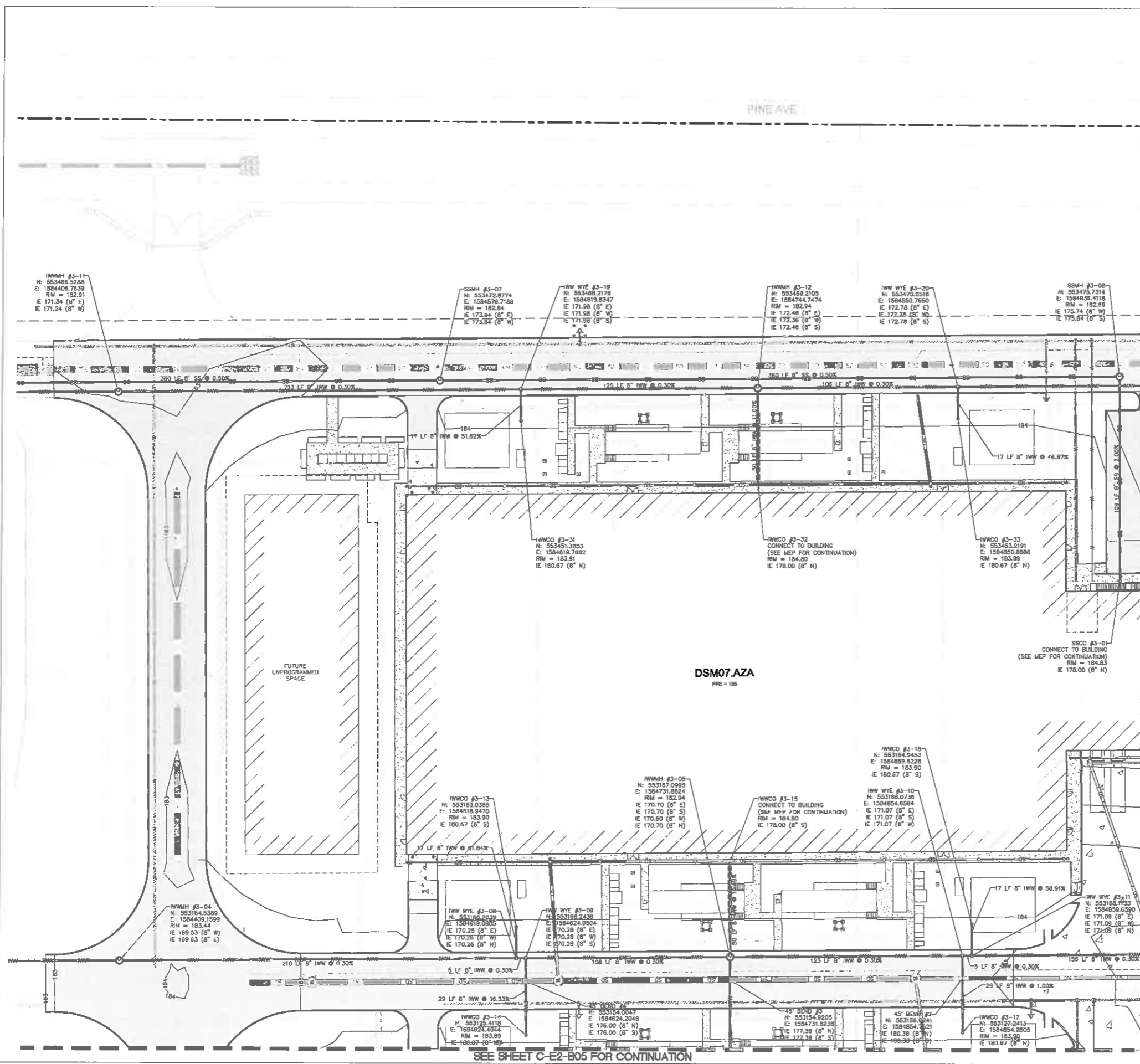
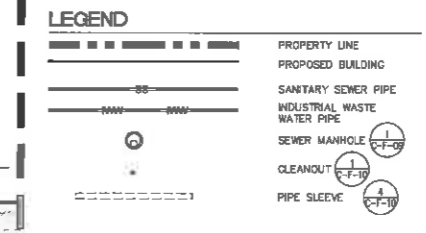
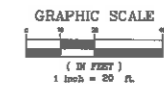
CONTRACT

Contract No.	50265101
Contract Date	10/01/2015
Contract Description	CIVIL SEWER PLAN



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CIVIL
 SEWER PLAN
 C-E2-A05



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Know what's below.
 Call before you dig.

CITY OF WEST DES MOINES
 APPROVED BY: _____ DATE: _____



DSM 07 DATA CENTER 550 SE WHITE CRANE ROAD WEST DES MOINES, IA 50265

Design Team:

Owner	L. HUBBARD / J. HUBBARD
Client	J. HUBBARD
Contractor	T. DUBANE
Date	18 SEPTEMBER 2014
Project No.	550-07-001
S.S. Project No.	550-07

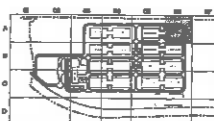
Approvals

Signature	Date
MICROSOFT	
Microsoft Director	PETER WAMBOLD
Microsoft Senior Engineer	ERIC REIL
Microsoft Senior Engineer	STEVE STEWART
Engineering Manager	ANDREW TAYLOR
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CSA	BOCK HANSE
CSA Design Lead	JANICE GILBERT / PAGE
Architectural Lead	BRYAN HAYWOOD / PAGE
CSA Engineering Lead	STEVE PERCE / PAGE
Structural Engineering Lead	DAVID BROWN / PAGE
Electrical Engineering Lead	CHRISTOPHER BROWN / PAGE
Mechanical Engineering Lead	JOHN CURRY / PAGE
SPD Control Lead	ANNE BOSTON / PAGE
Structural Lead	MATE DILLON / PAGE
Structural Lead	PETE BRITZING / PAGE

No.	Date	Description
1	2014.07.24	ISSN, P/C



Key Plan



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Sheet Title Number

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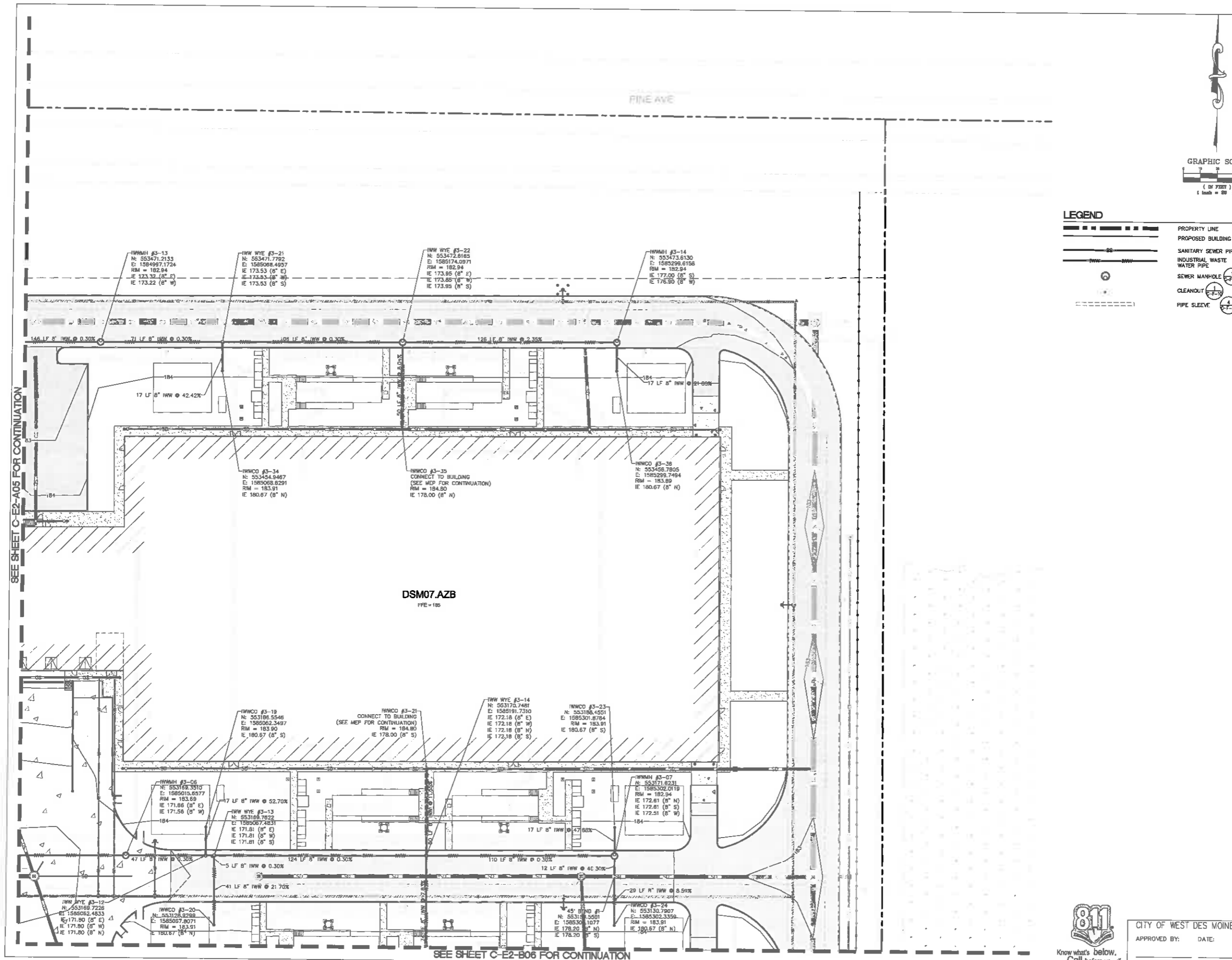
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LEGEND

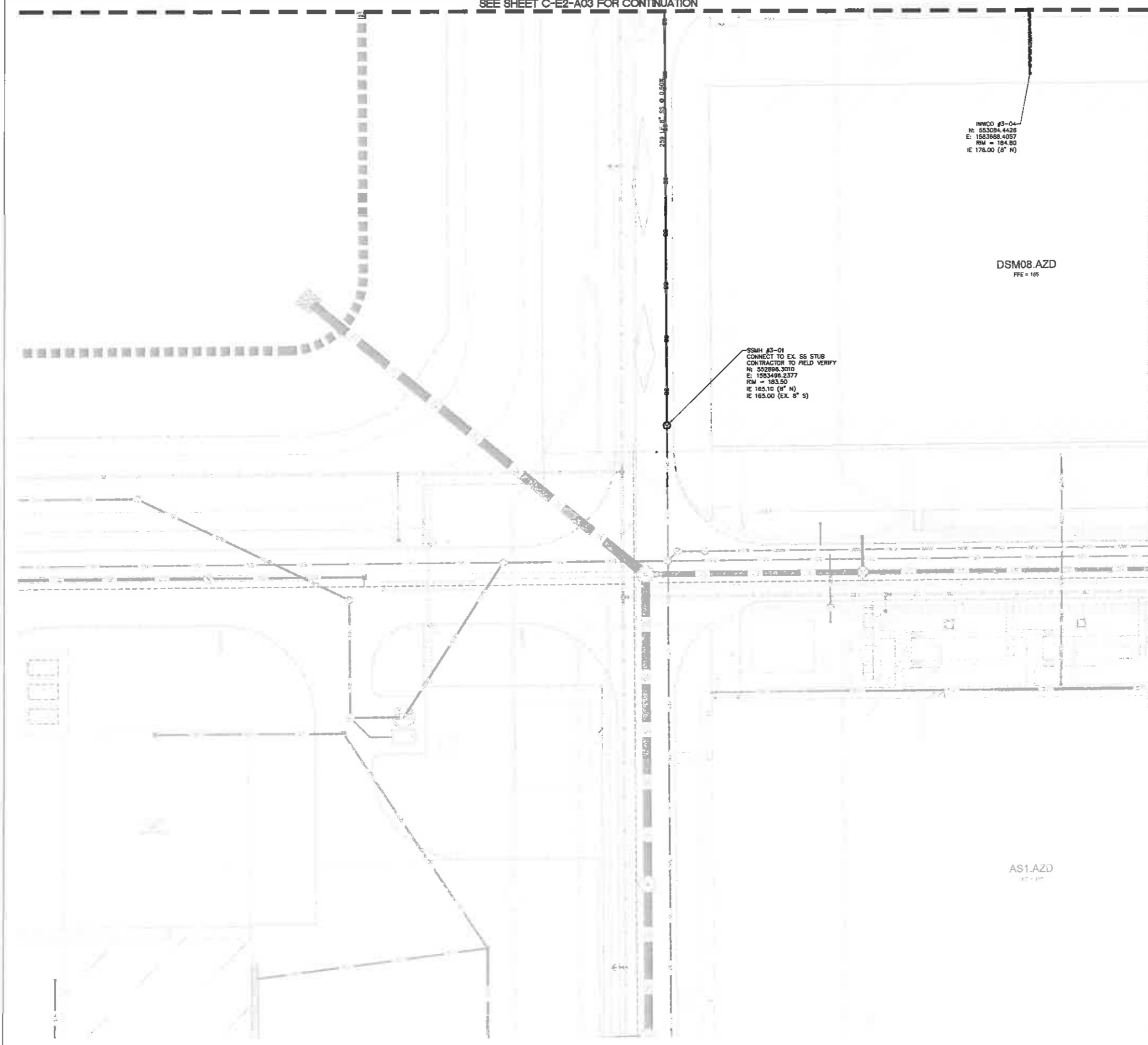
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-----	PROPOSED BUILDING
-----	SANITARY SEWER PIPE
-----	INDUSTRIAL WASTE WATER PIPE
-----	SEWER MAN-HOLE
-----	CLEANOUT
-----	PIPE SLEEVE



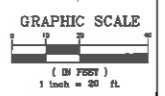
SEE SHEET C-E2-A05 FOR CONTINUATION

SEE SHEET C-E2-B06 FOR CONTINUATION

SEE SHEET C-E2-A03 FOR CONTINUATION



SEE SHEET C-E2-B04 FOR CONTINUATION



LEGEND

- PROPERTY LINE
- - - - - PROPOSED BUILDING
- SANITARY SEWER PIPE
- INDUSTRIAL WASTE WATER PIPE
- ⊙ SEWER MANHOLE
- ⊙ CLEANOUT
- PIPE SLEEVE

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 Auditor / Designer / Designer / Washington DC /
 International Affairs Office



**DSM 07
 DATA CENTER
 550 SE WHITE CRANE ROAD
 WEST DES MOINES, IA 50265**

Design Team

Design	L. PALMER CALAGHAN
Drawn	L. PALMER CALAGHAN
Checked	V. SHARMA
Date	12 SEP 2008 08:54
PROJECT	DATA CENTER - WEST
FILE	DATA CENTER - WEST

Approvals

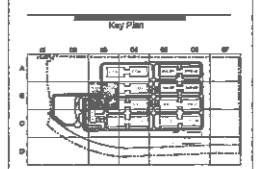
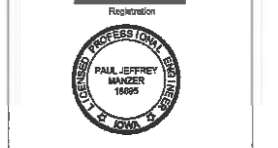
DESIGNER	DATE
CLIENT	DATE
ENGINEER	DATE
INSPECTOR	DATE

DESIGN TEAM

DESIGNER	JASON GILBERT PAGE
PROJECT MANAGER	BRYAN HATHOOD PAGE
SEWER ENGINEER	STEVE PERCEPACLAND
INDUSTRIAL ENGINEER	DAVID BROWN PAGE
MECHANICAL ENGINEER	CAMERON BROWN PAGE
ELECTRICAL ENGINEER	JONN CLUNNEY PAGE
PLUMBING ENGINEER	ANDY SARTON PAGE
TRUCKER	KATE BLUM SPARKS
SEWER	PETE BRITZKEZ AGO

Revisions

No.	Date	Description
1	2014.07.24	100% R/C



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 Sheet 7 of 8

**CIVIL
 SEWER PLAN**

CITY OF WEST DES MOINES
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C-E2-B03



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HWCD 43-10
 N: 553088.0912
 E: 1584148.2544
 RM = 164.80
 IE 178.00 (6' N)

DSM08.AZC
 FFE = 185

AS1.AZC
 FFE = 185

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Microsoft

DSM 07
 DATA CENTER
 550 SE WHITE CRANE ROAD
 WEST DES MOINES, IA 50265

Design Team

Design	L. PALMER / J. LAURITZEN
Drawn	A. BARNETT
Checked	T. BARNETT
Date	12 SEPTEMBER 2014
Project No.	1400000000
Sheet No.	P-1000

Approvals

DATE	DATE
DESIGNER	MICROSOFT
Checked Mechanical Engineer	PETER VANHORN
Checked Civil Engineer	ERIC BAIL
Checked Electrical Engineer	STEVE STEINERT
Engineering Manager	ANDREW TAYLOR
Project Manager	ERIC YANZ
SEALED	RICK HADE
DESIGN TEAM	
SEA Design Lead	JASON OLSEN/PAGE
Professional Lead	BRYAN HAYWOOD/PAGE
SEI Engineering Lead	STEVE PERCE/PACLAND
Structural Engineering Lead	DAVID BROWN/PAGE
Mechanical Engineering Lead	CAMERON BROWN/PAGE
Unspecialized Engineering Lead	JOHN CLARKE/PAGE
SEA Detail Lead	AMY BAKKER/PAGE
Traffic Lead	MATE ELLIS/PACLAND
Survey Lead	PETE BRISTOL/PAGE

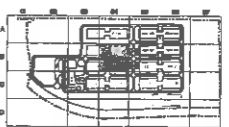
Revisions

No.	Date	Description
1	2015.07.26	ISSN, PCD

Registration



Key Plan



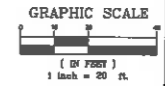
Site Code

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Sheet Title/Number

CIVIL
 SEWER PLAN

C-E2-B04



LEGEND

PROPERTY LINE	---
PROPOSED BUILDING	---
SANITARY SEWER PIPE	---
INDUSTRIAL WASTE WATER PIPE	---
SEWER MANHOLE	⊙
CLEANOUT	⊙
PIPE SLEEVE	⊙

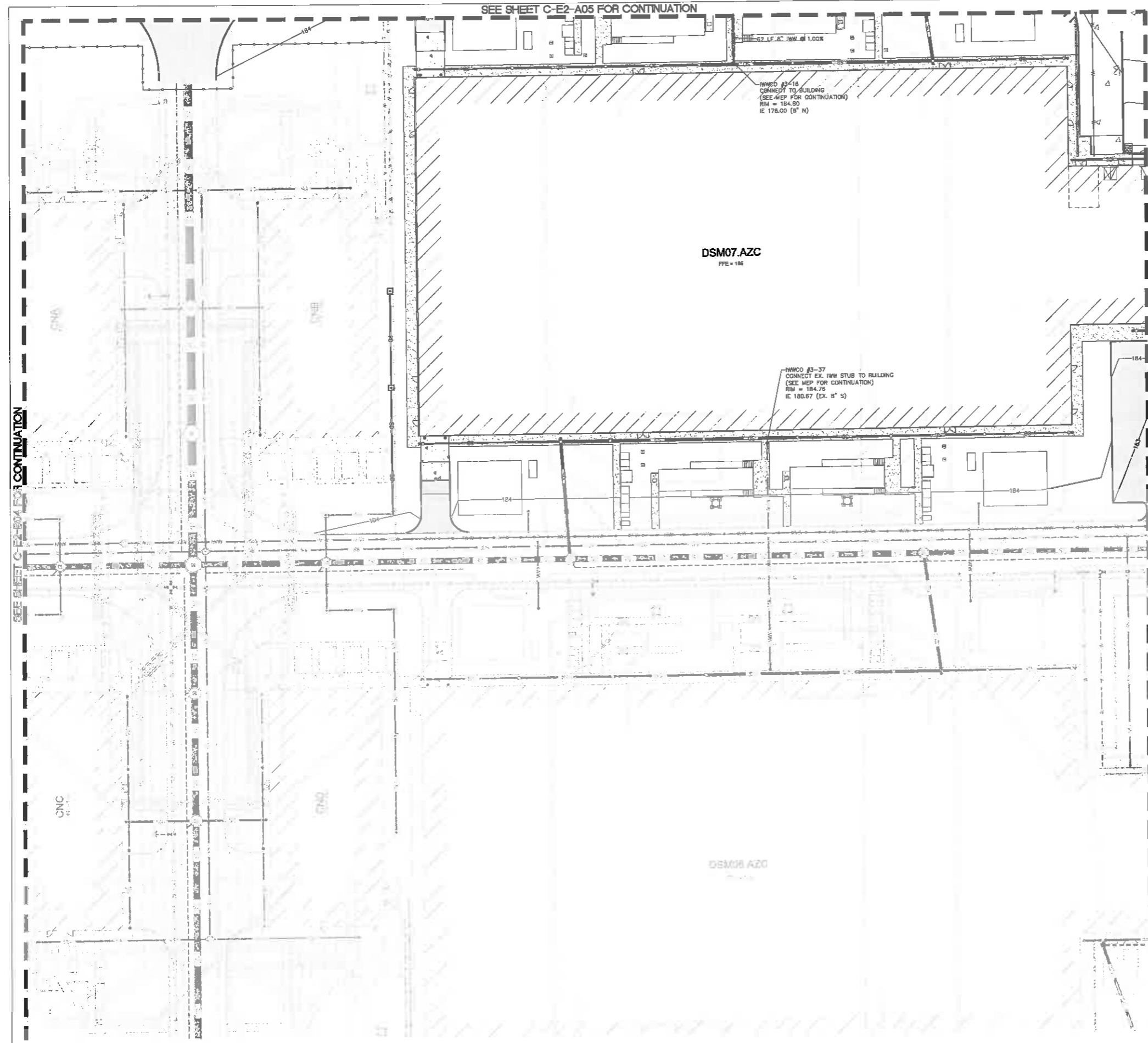
SEE SHEET C-E2-B00 FOR CONTINUATION

SEE SHEET C-E2-B06 FOR CONTINUATION



Know what's below.
 Call before you dig.

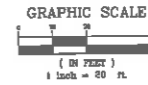
CITY OF WEST DES MOINES
 APPROVED BY: DATE:



SEE SHEET C-E2-B04 FOR CONTINUATION

SEE SHEET C-E2-B05 FOR CONTINUATION

SEE SHEET C-E2-A05 FOR CONTINUATION



LEGEND

	PROPERTY LINE
	PROPOSED BUILDING
	SANITARY SEWER PIPE
	INDUSTRIAL WASTE WATER PIPE
	SEWER MANHOLE
	CLEANOUT
	PIPE SLEEVE

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**DSM 07
DATA CENTER**
550 SE WHITE CRANE ROAD
WEST DES MOINES, IA 50265

Design Team

Owner	MICROSOFT
Architect	PETER WILHELM
Structural Engineer	ERIC SEAL
Mechanical/Electrical/Plumbing Engineer	STEVE STEPHEN
Engineering Manager	ANDREW TAYLOR
Security Manager	ERIC THAYER
CSA	ROCKWELL

Approvals

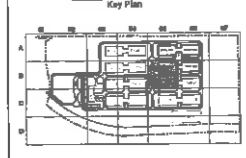
Contractor	MICROSOFT
Structural Engineer	ERIC SEAL
Mechanical/Electrical/Plumbing Engineer	STEVE STEPHEN
Engineering Manager	ANDREW TAYLOR
Security Manager	ERIC THAYER
CSA	ROCKWELL

DESIGN TEAM

Lead Designer	JASON GILBERT PAGE
Architectural Lead	SEYAN HAYWOOD PAGE
Structural Engineer	ERIC SEAL
Mechanical/Electrical/Plumbing Engineer	STEVE STEPHEN
Structural Engineer	DAVID BROWN PEB
Mechanical/Electrical/Plumbing Engineer	CHRISTOPHER BROWN PAGE
Structural Engineer	JONAS CHRISTENSEN PAGE
CSA	JANEY BARTON PAGE
Structural Engineer	MATE ELLIS SPANLING
Structural Engineer	PIETRE SPETZKOS ARS

Revisions

No.	Date	Description
1	2015.07.24	ISSUE FOR



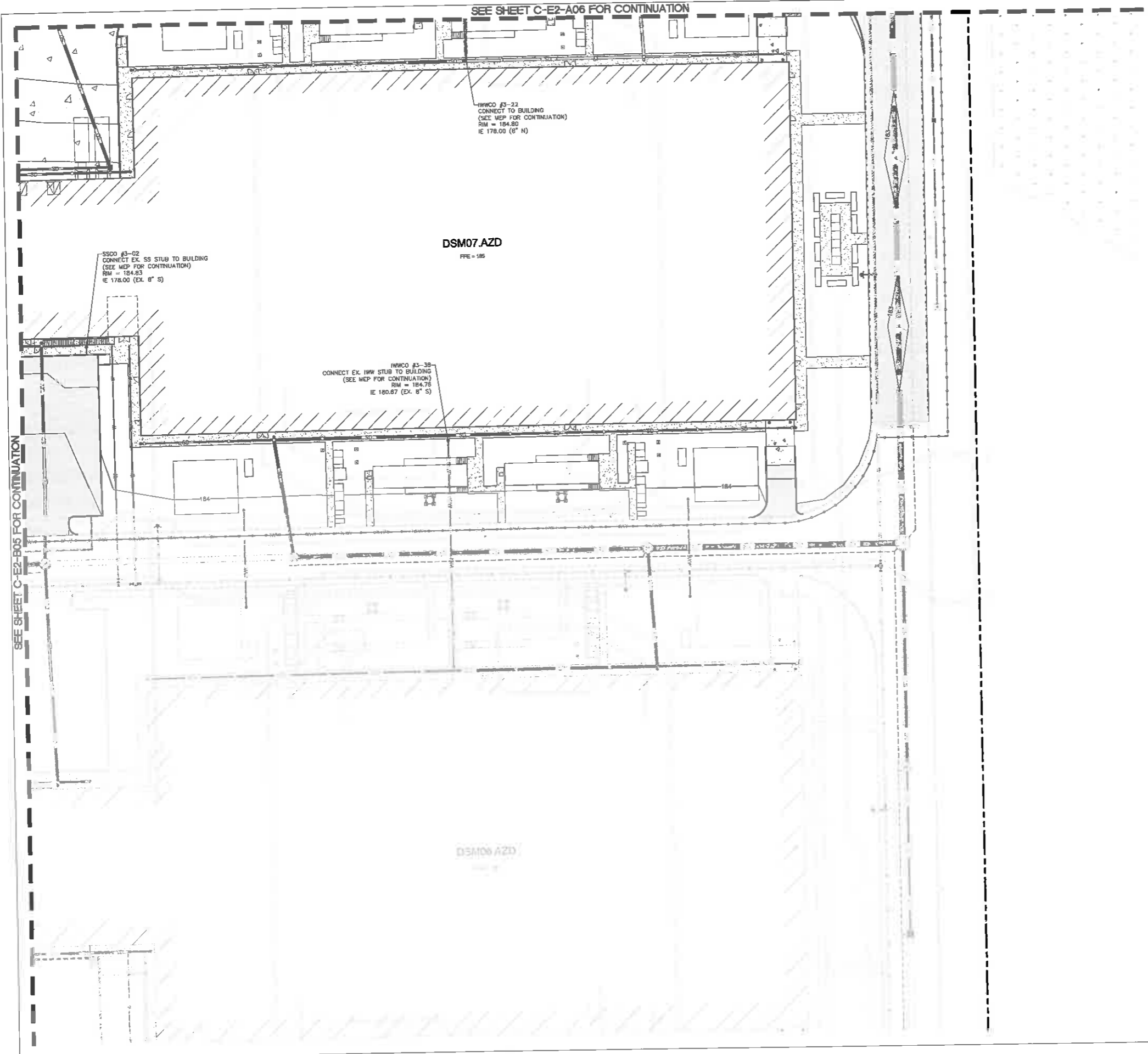
Use Code
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Sheet Title/Number

**CIVIL
SEWER PLAN**



CITY OF WEST DES MOINES
APPROVED BY: _____ DATE: _____

C-E2-B05



SEE SHEET C-E2-A06 FOR CONTINUATION

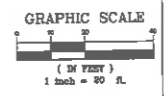
SEE SHEET C-E2-B05 FOR CONTINUATION

DSM07.AZD
FFE = 185

SSOO #3-02
CONNECT EX. SS STUB TO BUILDING
(SEE MEP FOR CONTINUATION)
RM = 184.85
IE 178.00 (EX. 8" S)

HWCO #3-32
CONNECT TO BUILDING
(SEE MEP FOR CONTINUATION)
RM = 184.30
IE 178.00 (6" N)

HWCO #3-38
CONNECT EX. HW STUB TO BUILDING
(SEE MEP FOR CONTINUATION)
RM = 184.75
IE 180.67 (EX. 8" S)



LEGEND

- PROPERTY LINE
- PROPOSED BUILDING
- SANITARY SEWER PIPE
- INDUSTRIAL WASTE
- WATER PIPE
- SEWER MANHOLE
- CLEANOUT
- PIPE SLEEVE

Page/
 Page Reuther/land Page, Inc.
 450 W. Clear Creek Street Fifth Floor
 Austin, TX 78701
 page@rpk.com
 tel. 512.472.8221
 fax. 512.477.5511
 INTERNATIONAL CONSULTING SERVICES: CONSULTING
 ARCHITECTS / ENGINEERS / PLANNERS / DESIGNERS
 INTERNATIONAL ATTORNEY OFFICES



**DSM 07
DATA CENTER**
 550 SE WHITE CRANE ROAD
 WEST DES MOINES IA 50265

Design Team

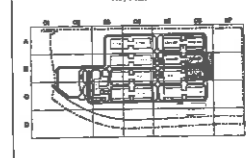
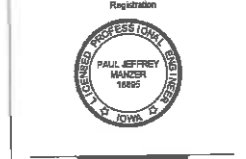
Design	C. RUCKELSHAUSEN
Drawn	J. RUCKELSHAUSEN
Checked	C. RUCKELSHAUSEN
Date	10 SEPTEMBER 2016
PROJECT NO.	1600000000
ISSUE NO.	1.0

Approvals

DATE		DATE
MICROSOFT		
Authorized Engineer	PETER ZIMMER	DATE
Reviewed Civil Engineer	ERIC BEAL	
Reviewed Electrical Engineer	STEVE STEWART	
Engineering Manager	ANDREW TAYLOR	
On-site Manager	ERIC YANZ	
ISA	ROCK PAGE	
DESIGN TEAM		
ISA Design Lead	JASON GILBERT PAGE	DATE
Architectural Lead	RYAN WOODRUFF PAGE	
Civil Engineering Lead	STEVE PESCIO PAGE	
Structural Engineering Lead	DAVID BROWN PAGE	
Mechanical Engineering Lead	CAMPBELL BROWN PAGE	
Electrical Engineering Lead	JOHN CLARKE PAGE	
ISA Controls Lead	ANDY BAXTER PAGE	
Process Lead	MATE ELLIOT BRAWLINS	
Energy Lead	PETE BRITZDORF	

Revisions

No.	Date	Description
1	2016.07.24	100% IPC



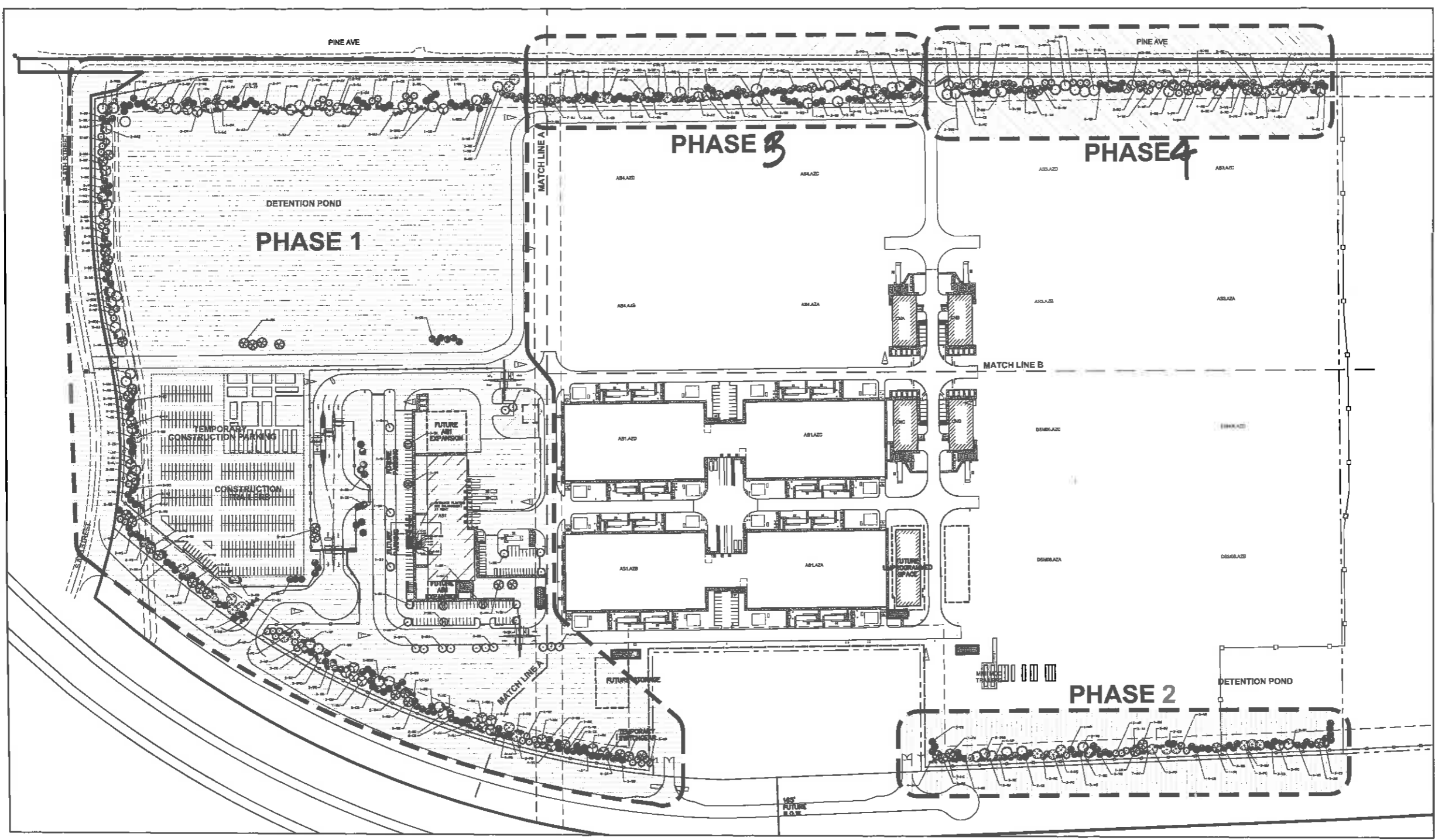
By Code
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CIVIL
SEWER PLAN



CITY OF WEST DES MOINES
 APPROVED BY: _____ DATE: _____

C-E2-B06



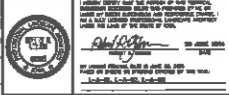
Page Southern Pines, Inc.
400 W. Clear Chance Street Fifth Floor
Austin, TX 78701
page@southern.com
Tel: 512 477 8711
Fax: 512 477 3211

**DSM 05
DATA CENTER**
SOUTH 8TH ST. & PINE AVE.
WEST DES MOINES, IA 50265

Design Team	
Design	
Drawn	
Checked	
Date	12/06/2014
Page Project	1/0000
S.A. Project	A-3800

Approvals	
DESIGNER	DATE
OPERATIONS	DATE
PROJECT MANAGER	DATE

Revisions		
No.	Date	Description
0	12/06/2014	ISSUE FOR PERMITS
1	02/06/2015	REVISED



Key Plan	
Symbol	Item
(Symbol)	(Item)

TREE PLANTING PHASING PLAN
MARCH 12, 2015



PLANT SCHEDULE

Quantity	Species	Size	Comments
100	ASHLEAF	1 1/2" DBH	PHASE 1
100	ASHLEAF	2" DBH	PHASE 1
100	ASHLEAF	3" DBH	PHASE 1
100	ASHLEAF	4" DBH	PHASE 1
100	ASHLEAF	6" DBH	PHASE 1
100	ASHLEAF	8" DBH	PHASE 1
100	ASHLEAF	10" DBH	PHASE 1
100	ASHLEAF	12" DBH	PHASE 1
100	ASHLEAF	14" DBH	PHASE 1
100	ASHLEAF	16" DBH	PHASE 1
100	ASHLEAF	18" DBH	PHASE 1
100	ASHLEAF	20" DBH	PHASE 1
100	ASHLEAF	22" DBH	PHASE 1
100	ASHLEAF	24" DBH	PHASE 1
100	ASHLEAF	26" DBH	PHASE 1
100	ASHLEAF	28" DBH	PHASE 1
100	ASHLEAF	30" DBH	PHASE 1
100	ASHLEAF	32" DBH	PHASE 1
100	ASHLEAF	34" DBH	PHASE 1
100	ASHLEAF	36" DBH	PHASE 1
100	ASHLEAF	38" DBH	PHASE 1
100	ASHLEAF	40" DBH	PHASE 1
100	ASHLEAF	42" DBH	PHASE 1
100	ASHLEAF	44" DBH	PHASE 1
100	ASHLEAF	46" DBH	PHASE 1
100	ASHLEAF	48" DBH	PHASE 1
100	ASHLEAF	50" DBH	PHASE 1

TREES HARVESTED FROM SITE

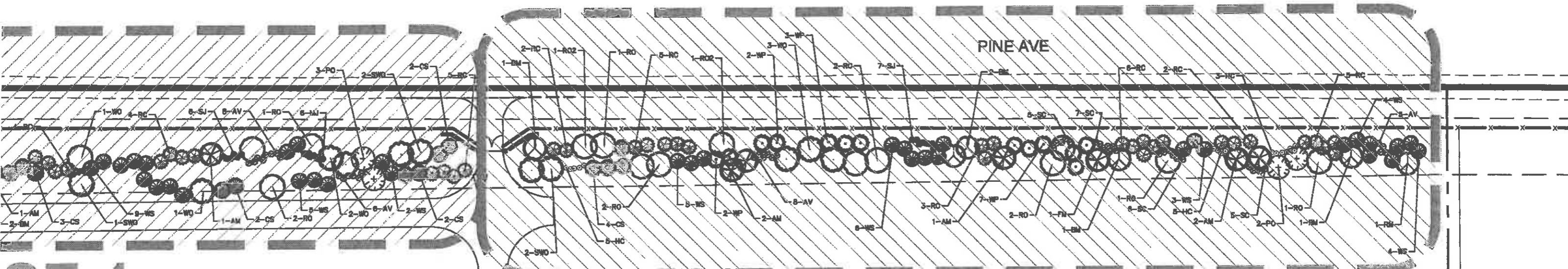
Quantity	Species	Size	Comments
100	ASHLEAF	1 1/2" DBH	PHASE 1
100	ASHLEAF	2" DBH	PHASE 1
100	ASHLEAF	3" DBH	PHASE 1
100	ASHLEAF	4" DBH	PHASE 1
100	ASHLEAF	6" DBH	PHASE 1
100	ASHLEAF	8" DBH	PHASE 1
100	ASHLEAF	10" DBH	PHASE 1
100	ASHLEAF	12" DBH	PHASE 1
100	ASHLEAF	14" DBH	PHASE 1
100	ASHLEAF	16" DBH	PHASE 1
100	ASHLEAF	18" DBH	PHASE 1
100	ASHLEAF	20" DBH	PHASE 1
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100	ASHLEAF	26" DBH	PHASE 1
100	ASHLEAF	28" DBH	PHASE 1
100	ASHLEAF	30" DBH	PHASE 1
100	ASHLEAF	32" DBH	PHASE 1
100	ASHLEAF	34" DBH	PHASE 1
100	ASHLEAF	36" DBH	PHASE 1
100	ASHLEAF	38" DBH	PHASE 1
100	ASHLEAF	40" DBH	PHASE 1
100	ASHLEAF	42" DBH	PHASE 1
100	ASHLEAF	44" DBH	PHASE 1
100	ASHLEAF	46" DBH	PHASE 1
100	ASHLEAF	48" DBH	PHASE 1
100	ASHLEAF	50" DBH	PHASE 1

LANDSCAPE TOTALS

TOTAL SITE AREA:	=5,109,932 S.F. (117.5 AC.)
20% OPEN SPACE REQUIRED:	=1,021,986 S.F. (23.5 AC.)
TREES REQUIRED:	=822
SHRUBS REQUIRED:	=1,122
PERENNIALS REQUIRED:	=1,122
TOTAL TREES:	=822
TOTAL SHRUBS:	=1,122
TOTAL PERENNIALS:	=1,122

LANDSCAPE PLAN

L-A-04



SE 4

PHASE 4

PINE AVE

AS4.AZC

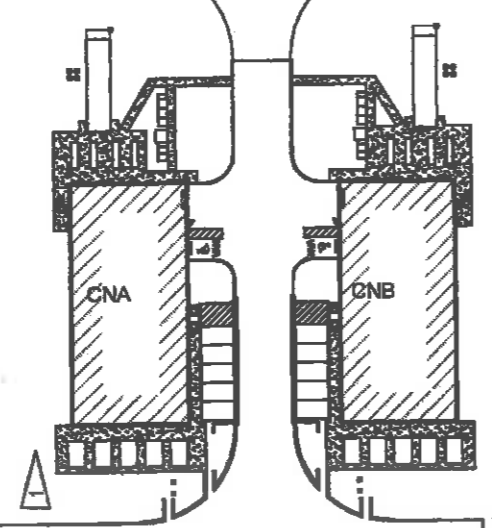
AS3.AZD

AS3.AZC

AS4.AZA

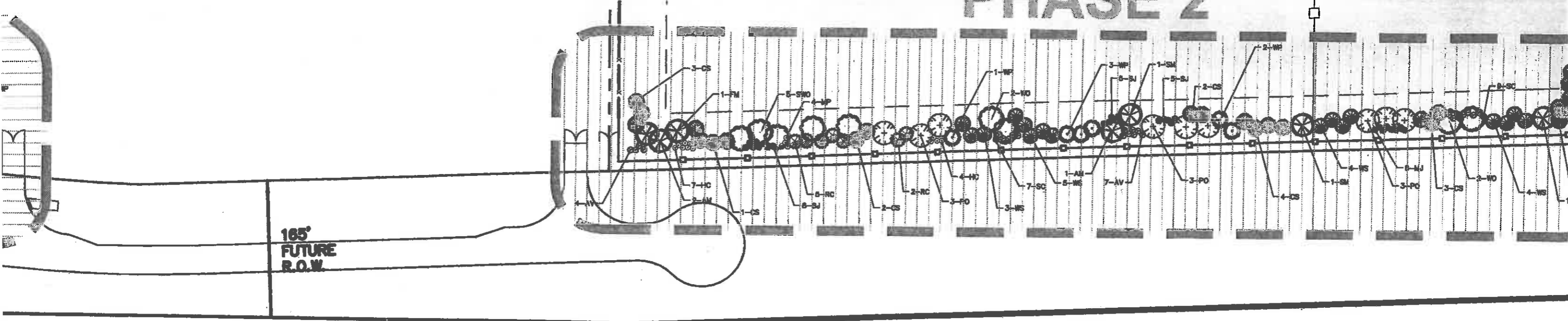
AS3.AZB

AS3.AZA



MATCH LINE B

PHASE 2



165'
FUTURE
R.O.W.

PLANT SCHEDULE

CODE	QTY	OVERSTORY TREES	SIZE	COND
AM	37	AUTUMN BLAZE MAPLE	ACER RUBRUM 'AUTUMN BLAZE'	2" CAL B&B
BM	9	BLACK MAPLE	ACER NIGRUM	2" CAL B&B
CM	18	CRESCENDO MAPLE	ACER SACCHARINUM 'MORTON'	2" CAL B&B
WO	14	WHITE OAK	QUERCUS ALBA	2" CAL B&B
RO	18	RED OAK	QUERCUS RUBRUM	2" CAL B&B
PO	32	PLATANUS OCCIDENTALIS	EASTERN SYCAMORE	2" CAL B&B
SH	28	GLEDITSIA T. INERMIS	SKYLINE HONEYLOCUST	2" CAL B&B

CODE	QTY	EVERGREEN TREES	SIZE	COND
CS	116	COLORADO GREEN SPRUCE	PICEA PUNGENS	6" HT. B&B
WS	120	WHITE SPRUCE	PICEA GLAUCA	6" HT. B&B
RC	67	EASTERN RED CEDAR	JUNIPERUS VIRGINIANA	6" HT. B&B

CODE	QTY	ORNAMENTAL TREES	SIZE	COND
PF	0	PRAIRIE FIRE CRAB	MALUS X 'PRAIRIE FIRE'	1.5" CAL B&B

CODE	QTY	SHRUBS	SIZE	COND
SJ	99	SEA GREEN JUNIPER	JUNIPEROUS CHINENSIS 'SEA GREEN'	18" HT. CONT
MJ	108	MANEY JUNIPER	JUNIPEROUS CHINENSIS 'MANEY'	18" HT. CONT
BCJ	18	BLUE CHIP JUNIPER	JUNIPERUS H. 'BLUE CHIP'	#5 CONT
JGJ	10	DWARF JAPGARDEN JUNIPER	JUNIPERUS PROCUMBENS 'NANA'	#5 CONT
AV	113	ARROWWOOD VIBURNUM	VIBURNUM DENTATUM 'AUTUMN JAZZ'	18" HT. CONT
HC	79	HEDGE COTONEASTER	COTONEASTER LUCIDUS	18" HT. CONT
SG	59	SAMBUCUS C. 'AUREA'	GOLDEN ELDER	18" HT. CONT
MP	47	MYRTICA PENNSYLVANICA	NORTHERN BAYBERRY	18" HT. CONT
CB	8	CRIMSON PYGMY BARBERRY	BERBERIS T. ATROPURPUREA	#5 CONT
GM	8	GOLD MOUND SPIREA	SPIREA X 'GOLDMOUND'	#5 CONT
DL	39	STELLA D'ORO DAYLILY	HEMEROCALIS 'STELL D'ORO'	#1 CONT

TREES HARVESTED FROM SITE

CODE	QTY	OVERSTORY TREES	COND	
NM	8	NORWAY MAPLE	ACER PLATANOIDES	SPADE
RM	3	RED MAPLE	ACER RUBRUM	SPADE
FM	2	FLAME MAPLE	ACER RUBRUM 'AUTUMN FLAME'	SPADE
SM	2	SUGAR MAPLE	ACER SACCHARUM	SPADE
WO2	4	WHITE OAK	QUERCUS ALBA	SPADE
RO2	14	RED OAK	QUERCUS RUBRUM	SPADE
SWO	22	SWAMP WHITE OAK	QUERCUS BICOLOR	SPADE
HB	2	HACKBERRY	CELTIS OCCIDENTALIS	SPADE
GB	1	GINKGO	GINKGO BILOBA	SPADE

CODE	QTY	EVERGREEN TREES	COND	
BS	7	COLORADO BLUE SPRUCE	PICEA PUNGENS GLAUCE	SPADE
RP	2	RED PINE	PICEA GLAUCA	SPADE
WP	61	WHITE PINE	PINUS STROBUS	SPADE

LANDSCAPE TOTALS

TOTAL SITE AREA:	=5,109,152 S.F.
20% OPEN SPACE REQUIRED:	=1,021,830 S.F.
TREES REQUIRED: (2/3000 S.F.)	=682
SHRUBS REQUIRED: (3/3000 S.F.)	=1,022
PROVIDED:	
TREES:	
OVERSTORY TREES	=211
EVERGREEN TREES	=373
TOTAL TREES:	=584
SHRUBS	=552
PERENNIALS	=39



DSM07 Data Center
West Des Moines, Iowa

Microsoft DSM07 DATA CENTER

550 SE WHITE CRANE ROAD
 WEST DES MOINES, IA 50265

Design Team	
Owner	Microsoft
Architect	Page Architectural, LLP
Interior Architect	Page Architectural, LLP
MEP Engineer	Page Architectural, LLP
Structural Engineer	Page Architectural, LLP
Electrical Engineer	Page Architectural, LLP
Plumbing Engineer	Page Architectural, LLP
Fire Protection Engineer	Page Architectural, LLP
Energy Modeler	Page Architectural, LLP
Cost Estimator	Page Architectural, LLP
Construction Manager	Page Architectural, LLP
Commissioning Agent	Page Architectural, LLP
General Contractor	Page Architectural, LLP
Subcontractors	Page Architectural, LLP
Manufacturer	Page Architectural, LLP
Distributor	Page Architectural, LLP
Installer	Page Architectural, LLP
Maintainer	Page Architectural, LLP
Operator	Page Architectural, LLP
Tester	Page Architectural, LLP
Commissioner	Page Architectural, LLP
Inspector	Page Architectural, LLP
Recorder	Page Architectural, LLP
Reporter	Page Architectural, LLP
Reviewer	Page Architectural, LLP
Approver	Page Architectural, LLP
Signer	Page Architectural, LLP
Sealer	Page Architectural, LLP
Submitter	Page Architectural, LLP
Recorder	Page Architectural, LLP
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Signer	Page Architectural, LLP
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Submitter	Page Architectural, LLP

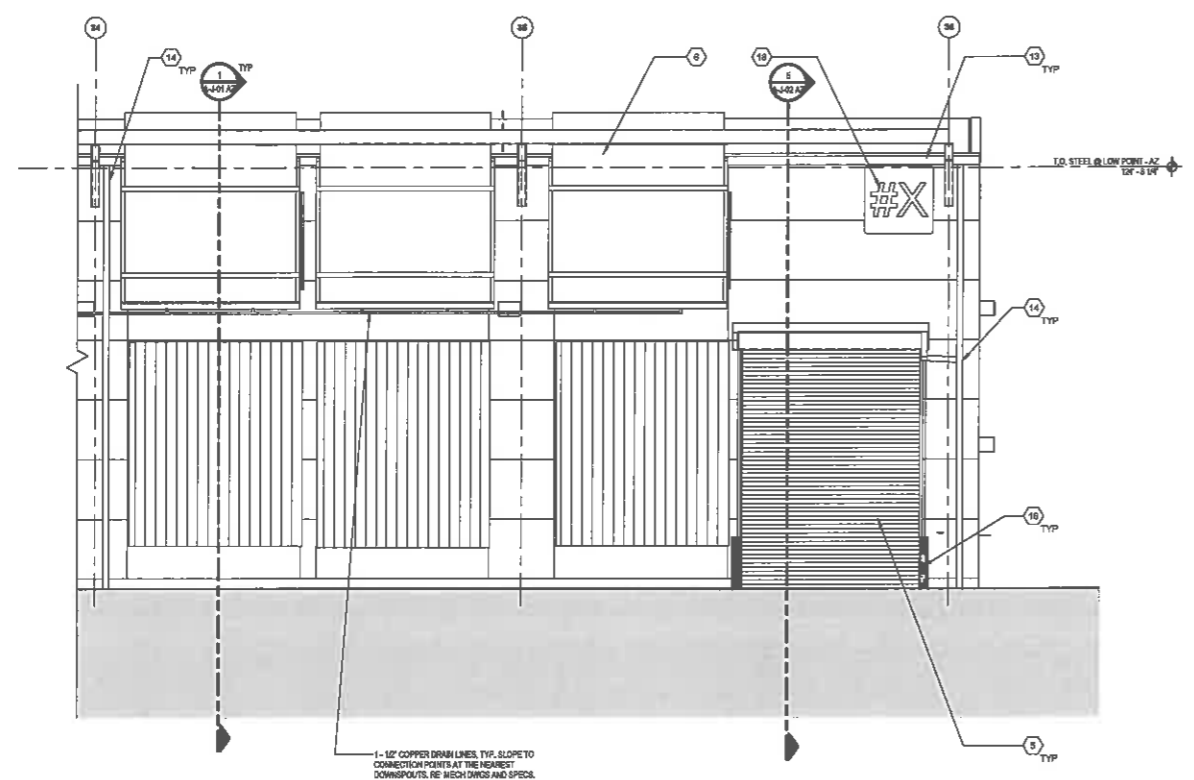
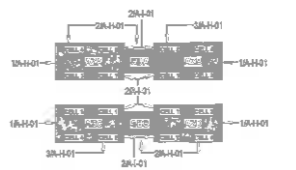
EXTERIOR FINISH LEGEND



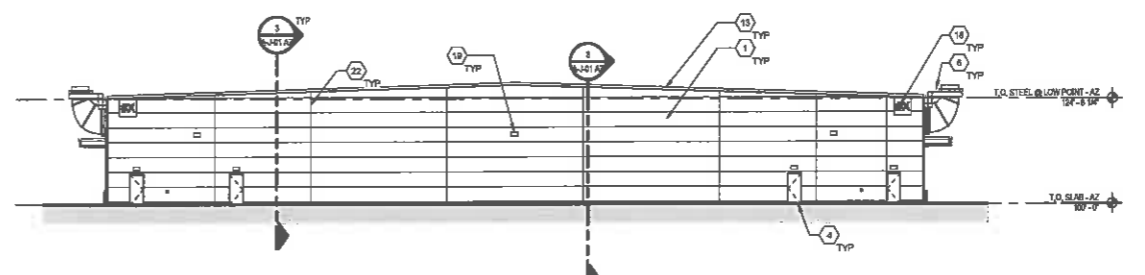
- KEYED NOTES - EXTERIOR ELEVATIONS**
- INSULATED METAL PANEL
 - CANOPY
 - ALUMINUM FRAMED STOREFRONT
 - SCHEDULED DOOR (SEE DOOR SCHEDULE)
 - OVERHEAD COILING DOOR (SEE DOOR SCHEDULE)
 - RELIEF RAKE
 - LOUVER
 - MEMBRANE ROOF
 - TRASH COMPACTOR DOOR
 - EXTERIOR FINISH (SEE CIVIL)
 - AIR HANDLING UNIT (SEE MECHANICAL)
 - TRASH WALL SCOPPER (DOWNPOUT) (SEE CIVIL FOR UNDERGROUND TIE-IN)
 - CONTINUOUS RAKE TRIM
 - DOWNPOUT (SEE CIVIL FOR TIE-IN)
 - SCALLARD PAINT SAFETY YELLOW
 - KNEX BOX (SEE RAKE PROTECTION DRAWINGS)
 - BUILDING IDENTIFICATION SIGNAGE, SEE SIGNAGE PLANS
 - LIGHT FIXTURE (SEE ELECTRICAL)
 - CONCRETE JOINT
 - CONCRETE FACED INSULATED WALL PANELS
 - METAL PANEL STACK JOINT
 - PENETRATION FOR CABLE BUS (SEE ELECTRICAL)

- GENERAL NOTES (BUILDING ELEVATIONS)**
- THE KEYS NOTES ARE PART OF A MASTER LIST FOR EXTERIOR ELEVATION DRAWINGS. SOME KEYS NOTES MAY NOT APPEAR ON ALL DRAWINGS.
 - REFER TO DRAWING G-A-03 FOR GENERAL NOTES, SYMBOLS, LEGENDS, AND ABBREVIATIONS.
 - REFER TO THE FINISH LEGEND & EXTERIOR FINISH DIAGRAM FOR ADDITIONAL MATERIAL AND COLOR INFORMATION.
 - GENERATORS AND OTHER EQUIPMENT SHOWN IN THE FOREGROUND OF THE BUILDING ELEVATIONS ARE NOT SHOWN FOR CLARITY IN THE ENLARGED ELEVATIONS.
 - REFER TO DETAILS IN THE A-K SERIES DRAWINGS FOR CONDUIT / PIPE WALL PENETRATIONS. NOT ALL PIPE PENETRATIONS ARE SHOWN ON THE ELEVATIONS. REFER TO ELECTRICAL, MECHANICAL, PLUMBING, AND TELECOM DRAWINGS FOR ADDITIONAL INFORMATION.
 - FOR ELEVATIONS ALONG GRID LINES 19 AND 21, SEE 20-A-01.

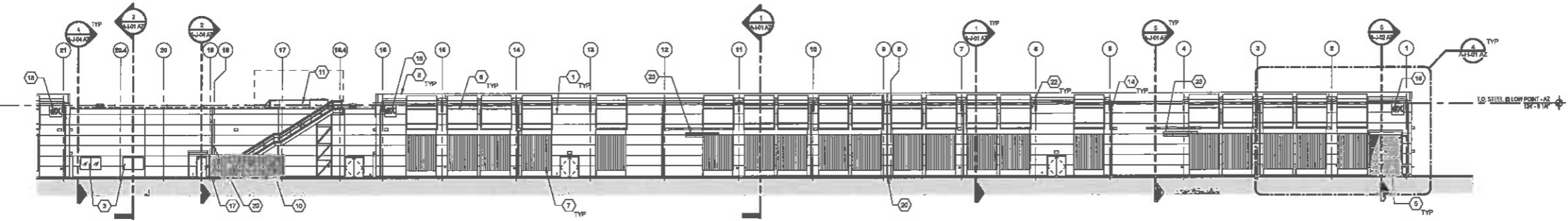
ELEVATION KEY



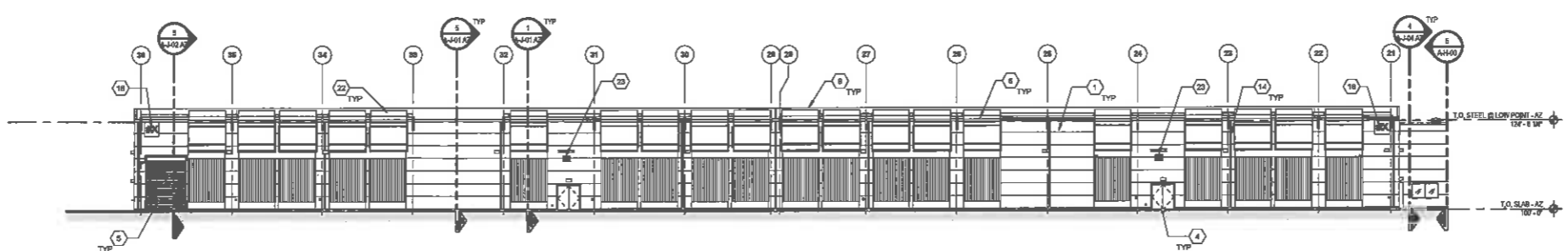
4 TYP. RAD DRAINAGE PIPING ELEVATION
 SCALE: 1/4" = 1'-0"



1 EXTERIOR ELEVATION
 SCALE: 1/16" = 1'-0"



2 EXTERIOR ELEVATION
 SCALE: 1/16" = 1'-0"



3 EXTERIOR ELEVATION
 SCALE: 1/16" = 1'-0"

Microsoft
DSM07
DATA CENTER
550 SE WHITE CRANE ROAD
WEST DES MOINES, IA 50265

Design Team

Owner	Microsoft
Architect	Page Southfield Page, LLP
Engineer	Page Southfield Page, LLP
Contractor	Microsoft
Date	10/20/10
Project No.	100000000
Sheet No.	1000

Approvals

Checked	DATE
Reviewed	DATE
Approved	DATE
Design Manager	DATE
Project Manager	DATE
Client Representative	DATE
Contractor Representative	DATE

Revisions

No.	Date	Description
1	10/20/10	ISSUE FOR CONSTRUCTION

Registration

Key Plan

Bar Code
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Sheet Title/Revision

EXTERIOR ELEVATIONS
A-H-02 AZ

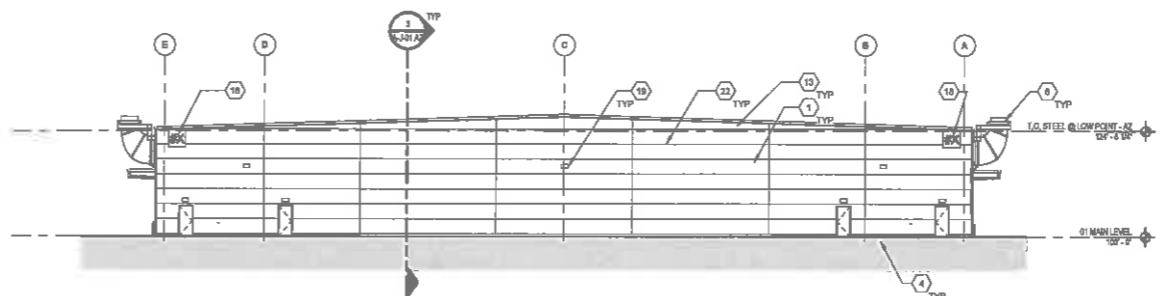
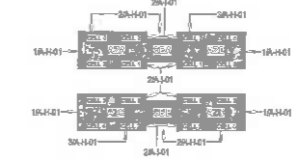
EXTERIOR FINISH LEGEND

- 1 KINGSPIRIT METAL PANEL - ASCOTT WHITE
- 2 GLAZING
- 3 LOUVER

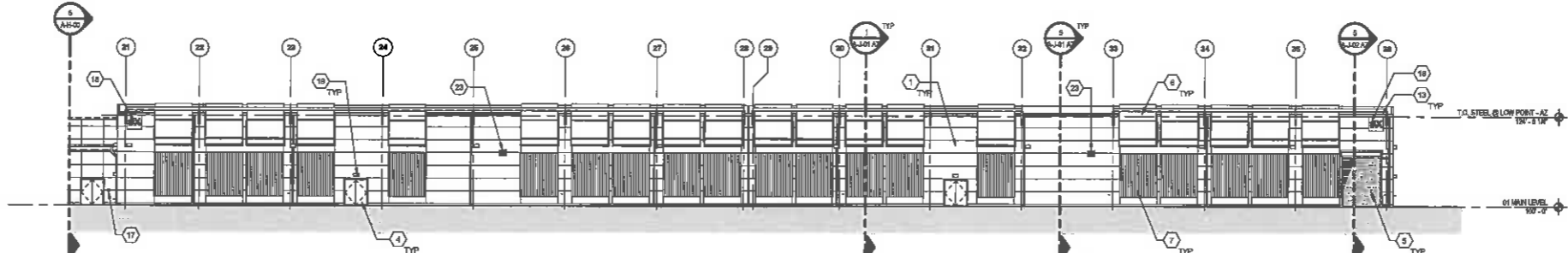
- KEYED NOTES - EXTERIOR ELEVATIONS**
- 1 INSULATED METAL PANEL
 - 2 GROUND
 - 3 ALUMINUM FINISHED STOREFRONT
 - 4 SCHEDULED DOOR (SEE DOOR SCHEDULE)
 - 5 OVERHEAD COILING DOOR (SEE DOOR SCHEDULE)
 - 6 RELIEF DOOR
 - 7 LOUVER
 - 8 MEMBRANE ROOF
 - 9 TRASH COMPACTOR DOOR
 - 10 EXTERIOR FENESTRATION (SEE CIVIL)
 - 11 AIR HANDLING UNIT (SEE MECHANICAL)
 - 12 TRU-WALL COPPER WOODGRAIN (SEE CIVIL FOR LANDSCAPE)
 - 13 CONTINUOUS FRAME TRIM
 - 14 DOWNSPOUT (SEE CIVIL FOR TRIM)
 - 15 COLLARS, PAINT SAFETY YELLOW
 - 16 TRUSS ROOF (SEE FIRE PROTECTION DRAWINGS)
 - 17 BUILDING IDENTIFICATION SIGNAGE, SEE SIGNAGE PLANS
 - 18 LIGHT FIXTURE (SEE ELECTRICAL)
 - 19 EXPANSION JOINT
 - 20 CONCRETE FACED INSULATED WALL PANELS
 - 21 METAL PANEL STACK JOINT
 - 22 PENETRATION FOR CABLE BUS (SEE ELECTRICAL)

- GENERAL NOTES (BUILDING ELEVATIONS)**
- A. THE KEYED NOTES ARE PART OF A MASTER LIST FOR EXTERIOR ELEVATION DRAWINGS. SOME KEYED NOTES MAY NOT APPEAR ON ALL DRAWINGS.
 - B. REFER TO DRAWING A-H-03 FOR GENERAL NOTES, SYMBOL LEGENDS, AND ASSUMPTIONS.
 - C. REFER TO THE FINISH LEGEND & EXTERIOR TRIM DIAGRAM FOR ADDITIONAL MATERIAL AND COLOR INFORMATION.
 - D. GENERATORS AND OTHER EQUIPMENT SHOWN IN THE FOREGROUND OF THE BUILDING ELEVATIONS ARE NOT SHOWN CLARITY IN THE ENLARGED ELEVATIONS.
 - E. REFER TO DETAILS IN THE A-E SERIES DRAWINGS FOR CORNER PIPE WALL PENETRATION DETAILS. NOT ALL PIPE PENETRATIONS ARE SHOWN ON THESE ELEVATIONS. REFER TO ELECTRICAL, MECHANICAL, PLUMBING, AND TELECOM DRAWINGS FOR ADDITIONAL INFORMATION.
 - F. FOR ELEVATIONS ALONG GRID LINES 18 AND 21, SEE A-H-01

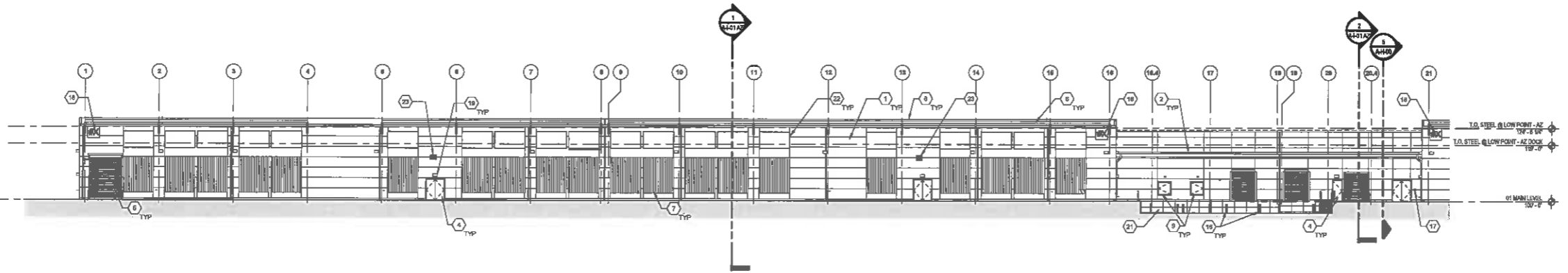
ELEVATION KEY



1 EXTERIOR ELEVATION
SCALE: 1/16" = 1'-0"



2 EXTERIOR ELEVATION
SCALE: 1/16" = 1'-0"



3 EXTERIOR ELEVATION
SCALE: 1/16" = 1'-0"

Prepared by: L.Twedt, City of West Des Moines Development Services, P.O. Box 65320, West Des Moines, IA 50265-0320, 515-222-3620

When Recorded, Return to: City Clerk, City of West Des Moines, P. O. Box 65320, West Des Moines, IA 50265-0320

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, APPROVING THE ALLUVION DSM08 SITE PLAN (SP-002985-2016) TO ALLOW CONSTRUCTION OF A DATA CENTER SERVER BUILDINGS.

WHEREAS, pursuant to the provisions of Title 9, Chapter 1 et seq, of the West Des Moines Municipal Code, the applicant, Microsoft Corporation, has requested approval for the Alluvion DSM08 Site Plan (SP-002985-2016) located at 550 SE White Crane Road to allow construction of four data server buildings (approximately 285,000sf) and associated site improvements as part of the Alluvion DSM08 project;

Legal Description of Property

**LOT 4, WILLOW CREEK PLAT 1, AN OFFICIAL PLAT NOW IN
AND FORMING A PART OF THE CITY OF WEST DES MOINES,
POLK COUNTY, IOWA**

WHEREAS, studies and investigations were made, and staff reports and recommendations were submitted which is made a part of this record and herein incorporated by reference;

WHEREAS, on February 22, 2016, the Plan and Zoning Commission did recommend to the City Council approval of the Alluvion DSM08 Site Plan (SP-002985-2016);

WHEREAS, on, March 7, 2016, this City Council held a duly-noticed meeting to consider the application for Alluvion DSM08 Site Plan (SP-002985-2016);

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

SECTION 1. The findings, for approval, stated in the staff report, dated March 7, 2016, or as amended orally at the City Council meeting of March 7, 2016, are adopted.

SECTION 2. Alluvion DSM08 Site Plan (SP-002985-2016) to allow construction of four data server buildings (approximately 285,000sf) and associated site improvements as part of the Alluvion DSM08 project is approved, subject to compliance with all the conditions in the staff report, dated March 7, 2016, including conditions added at the meeting, and attached hereto as Exhibit "A". Violation of any such conditions shall be grounds for revocation of the entitlement, as well as any other remedy which is available to the City.

PASSED AND ADOPTED on March 7, 2016.

Steve Gaer
Mayor

ATTEST:

Ryan T. Jacobson
City Clerk

I HEREBY CERTIFY that the foregoing resolution was duly adopted by the City Council of the City of West Des Moines, Iowa, at a regular meeting held on March 7, 2016, by the following vote:

ATTEST:

Ryan T. Jacobson
City Clerk

Exhibit A
Conditions of Approval

1. The applicant acknowledging that all phases collectively will need to abide by the regulations stated City's Noise Ordinance at all times;
2. The applicant taking the necessary measures within the limits of what Microsoft security measures will allow to minimize light pollution on surrounding properties and the area in general; and,
3. The applicant acknowledging and agreeing that any intended modifications to the site which differ from that shown on the final approval stamped site plan drawing packet shall require the review and approval of the City prior to implementation. Said changes may require the submittal and approval of a Minor or Major Modification Permit application, whichever is deemed applicable by staff which shall be reviewed and approved prior to implementation of any changes.
4. The applicant making appropriate substitutions for the American Sycamore and Eastern Red Cedar.

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

Date: March 7, 2016

ITEM: Alluvion DSM07, 550 SE White Crane Road - Approval of site plan for Phase 4 data center construction – Microsoft Corp – SP-002987-2016

RESOLUTION: Approval of Site Plan

FINANCIAL IMPACT: Undetermined.

BACKGROUND: The applicant, Microsoft Corporation, is requesting approval of a Site Plan for Alluvion DSM07 which is Phase 4 of the Microsoft project. This phase will add four more data server buildings (approximately 285,000sf) to the site. This is the last of the anticipated construction phases.

Plan and Zoning Commission Action:

Vote: 4-0 approval, with Commissioner Brown, Crowley, and Southworth absent.

Date: February 29, 2016

Motion: Adopt a resolution recommending the City Council approve the Site Plan

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):

- Applicant's Request
- History
- City Council Subcommittee - Development & Planning: 2/22/2016
- Staff Review and Comments
- Comprehensive Plan Consistency
- Findings
- Staff Recommendations and Conditions of Approval
- Owner/Applicant/Applicant Representative Information

RECOMMENDATION: Based upon the preceding review and a finding of consistency with the goals and policies of the Comprehensive Plan, the Plan and Zoning Commission recommends the City Council approve the Alluvion DSM07 Site Plan to allow construction of four data server buildings within the phase four area, subject to the applicant meeting all City Code requirements and the following:

1. The applicant acknowledging that all phases collectively will need to abide at all times by the regulations stated in the City's Noise Ordinance;
2. The applicant taking the necessary measures within the limits of what Microsoft security measures will allow to minimize light pollution on surrounding properties and the area in general;
3. The applicant installing site landscaping identified for this phase in conjunction with construction of this phase, with said landscaping installed prior to issuance of a final occupancy permit; and,
4. The applicant acknowledging and agreeing that any intended modifications to the site which differ from that shown on the final approval stamped site plan drawing packet shall require the review and approval of the City prior to implementation. Said changes may require the submittal and approval of a Minor or Major Modification Permit application, whichever is deemed applicable by staff which shall be reviewed and approved prior to implementation of any changes.

Lead Staff Member: Lynne Tweede

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	Development & Planning		
Date Reviewed	Feb 22, 2016		
Recommendation	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Split <input type="checkbox"/>

ATTACHMENTS:

- Attachment A - Plan and Zoning Commission Communication
- Exhibit I- Commission Resolution
- Exhibit A Conditions of Approval
- Exhibit II - Location Map
- Exhibit III - Site Plan -- *The current site plan includes over 100 pages. Staff has provided the key sheets to illustrate phase four improvements. If specific details are desired, staff can provide upon request.*
- Exhibit IV - Aerial illustration of site
- Attachment B - City Council Resolution
- Exhibit A - Conditions of Approval

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

Meeting Date: February 29, 2016

Item: Alluvion DSM07, 550 SE White Crane Road - Approval of site plan for Phase 4 data center construction – Microsoft Corp - SP-002987-2016

Requested Action: Approval of Site Plan

Case Advisor: Lynne Tweed 

Applicant's Request: The applicant, Microsoft Corporation, is requesting approval of a Site Plan for Alluvion DSM07 which is Phase 4 of the Microsoft project. This phase will add four more data server buildings (approximately 285,000sf) to the site. This is the last of the anticipated construction phases.

History: The subject site was annexed into the City as part of the Iowa 5 Annexation which was approved by the City Council in June, 2002. Microsoft received approval of the Phase One Site Plan that allowed the installation of an Administration building, four data server buildings and related site improvements on September 3, 2014. On May 4, 2015, the City Council approved a phasing plan for the installation of required landscaping coinciding with the building construction phases. On July 13, 2015, the City Council approved the site plan for Alluvion DSM06.

City Council Subcommittee: This item was presented to the Development and Planning City Council Subcommittee on February 22, 2016, as an informational item only. No discussion was had and no disagreement with the proposal was expressed.

Staff Review and Comment: This request was distributed to other City departments and other agencies for their review and comment. There are no outstanding issues.

Comprehensive Plan Consistency: The project has been reviewed for consistency with the Comprehensive Plan. Based upon that review, a finding has been made that the proposed project is consistent with the Comprehensive Plan in that the project is consistent with all of the goals and policies of the Comprehensive Plan and the land use map of the Comprehensive Plan.

Findings: This proposed project was distributed to various city departments for review and comment. Based upon that review, the following findings have been made on the proposed project:

1. The proposed development and use is consistent with the West Des Moines Comprehensive Plan in that the project has been reviewed for consistency with the Comprehensive Plan. Based upon that review, a finding has been made that the proposed project is consistent with the Comprehensive Plan in that the project is consistent with all of the goals and policies of the Comprehensive Plan.
2. The proposed development and use does assure compatibility of property uses within the zone and general area in that this project was reviewed by various City Departments for compliance with the Zoning Ordinance.
3. All applicable standards and conditions have been imposed which protects the public health, safety and welfare in that this project was reviewed by various City Departments and public agencies for compliance with the various state and local regulations. Based upon that review a finding is made that the project has been adequately conditioned to protect the health, welfare and safety of the community.
4. There is adequate on-site and off-site public infrastructure to support the proposed development in that this project was reviewed by various public agencies and City Departments and public utilities to ensure that either the petitioner will construct or the project has been conditioned to construct adequate public infrastructure to serve the development.

5. The proposed development and use has met the requirements contained in the City Code in that this project was reviewed by various City Departments and the project has complied with or has been conditioned to comply with all City Code requirements.
6. The proposed development and use is in keeping with the scale and nature of the surrounding neighborhood in that the proposed project is consistent with the zoning designation and Comprehensive Plan which designates this site as suitable for development such as that proposed by this project.

Staff Recommendation And Conditions Of Approval: Based upon the preceding review and a finding of consistency with the goals and policies of the Comprehensive Plan, staff recommends the Plan and Zoning Commission adopt a resolution recommending the City Council approve the Alluvion DSM07 Site Plan to allow construction of four data server buildings within the phase four area, subject to the applicant meeting all City Code requirements and the following:

1. The applicant acknowledging that all phases collectively will need to abide at all times by the regulations stated in the City's Noise Ordinance;
2. The applicant taking the necessary measures within the limits of what Microsoft security measures will allow to minimize light pollution on surrounding properties and the area in general;
3. The applicant installing site landscaping identified for this phase in conjunction with construction of this phase, with said landscaping installed prior to issuance of a final occupancy permit; and,
4. The applicant acknowledging and agreeing that any intended modifications to the site which differ from that shown on the final approval stamped site plan drawing packet shall require the review and approval of the City prior to implementation. Said changes may require the submittal and approval of a Minor or Major Modification Permit application, whichever is deemed applicable by staff which shall be reviewed and approved prior to implementation of any changes.

Property Owner/Applicant:

Microsoft Corporation
 Attn: Dan McDermit
 One Microsoft Way
 Redmond, WA 98052
damcderm@microsoft.com

Applicant's Representatives:

PACLAND
 11711 SE 8th Street, Suite 303
 Bellevue, WA 98005
 Attn: Steve Pesce
spesce@pacland.com

ATTACHMENTS:

- | | |
|-------------|--|
| Exhibit I- | Plan and Zoning Commission Resolution |
| Exhibit A | - Conditions of Approval |
| Exhibit II | - Location Map |
| Exhibit III | - Site Plan -- <i>The current site plan includes over 100 pages. Staff has provided the key sheets to illustrate phase four improvements. If specific details are desired, staff can provide upon request.</i> |
| Exhibit IV | - Aerial illustration of site |

RESOLUTION NO. PZC-16-015

A RESOLUTION OF THE PLAN AND ZONING COMMISSION OF THE CITY OF WEST DES MOINES, RECOMMENDING TO THE CITY COUNCIL THAT IT APPROVE A SITE PLAN TO ALLOW CONSTRUCTION OF DATA SERVER BUILDINGS

WHEREAS, pursuant to the provisions of Title 9, Chapter 1 et seq, of the West Des Moines Municipal Code, the applicant, Microsoft Corporation, has requested approval for the Alluvion DSM07 Site Plan (SP-002987-2016) located at 550 SE White Crane Road to allow construction of four data server buildings (approximately 285,000sf) and associated site improvements as part of the Alluvion DSM07 project;

WHEREAS, studies and investigations were made, and staff reports and recommendations were submitted which is made a part of this record and herein incorporated by reference;


WHEREAS, on February 29, 2016 this Commission held a duly-noticed public meeting to consider the application for Site Plan (SP-002987-2016);

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

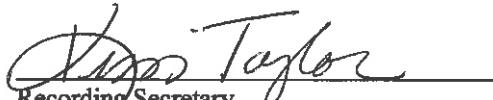
SECTION 1. The findings, for approval, in the staff report, dated February 29, 2016, or as amended orally at the Plan and Zoning Commission meeting of February 29, 2016, are adopted.

SECTION 2. SITE PLAN (SP-002987-2016) for the construction of four data server buildings is recommended to the City Council for approval, subject to compliance with all the conditions in the staff report, dated February 29, 2016, including conditions added at the Hearing, and attached hereto as Exhibit "A". Violation of any such conditions shall be grounds for revocation of the permit, as well as any other remedy which is available to the City.

PASSED AND ADOPTED on February 29, 2016.


Craig Erickson, Chairperson
Plan and Zoning Commission


ATTEST:


Recording Secretary

I HEREBY CERTIFY that the foregoing resolution was duly adopted by the Plan and Zoning Commission of the City of West Des Moines, Iowa, at a regular meeting held on February 29, 2016, by the following vote:

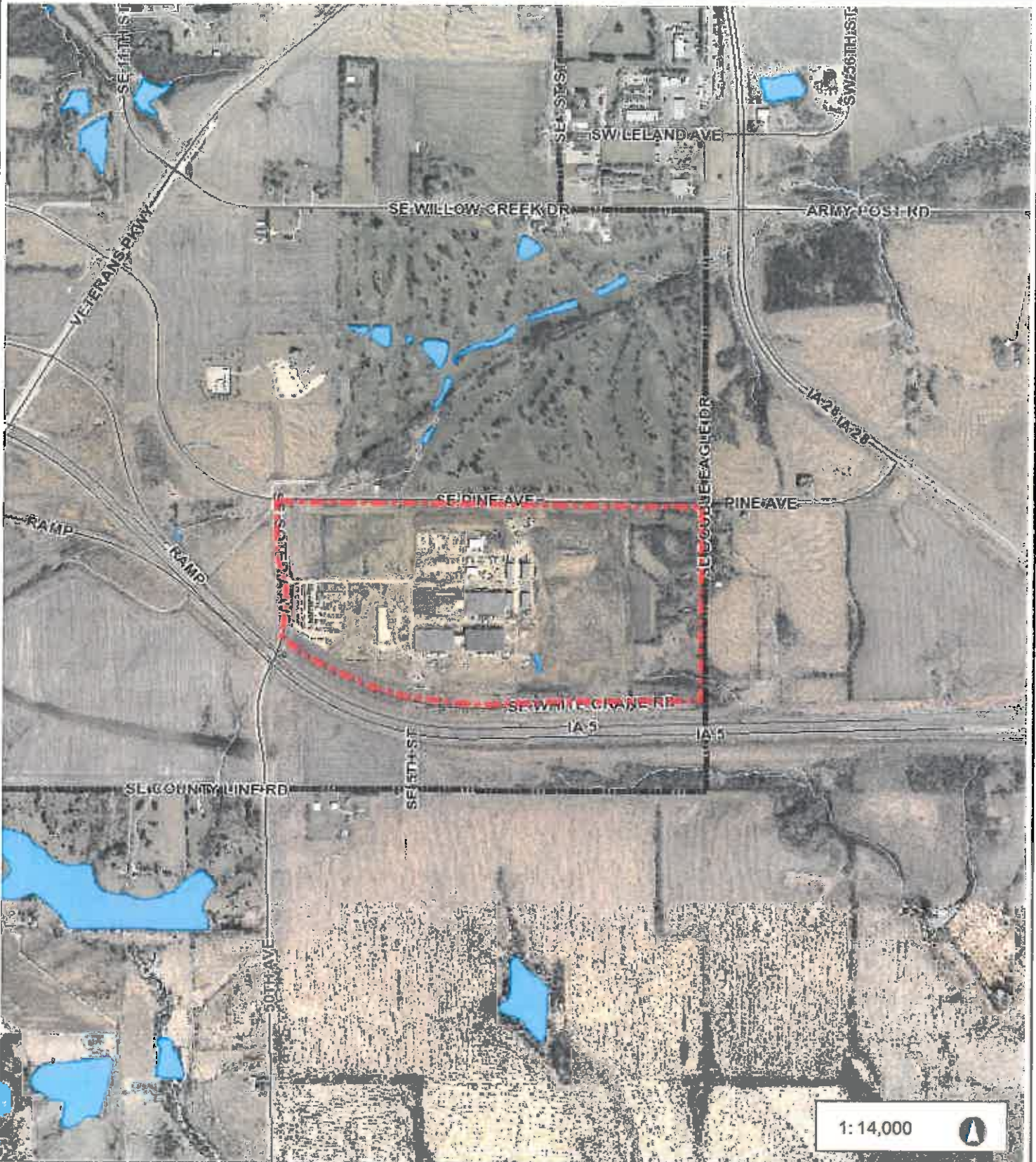
- AYES: Andersen, Costa, Erickson, Hatfield
- NAYS: - 0 -
- ABSTENTIONS: - 0 -
- ABSENT: Brown, Southworth, Crowley

ATTEST:


Recording Secretary

CONDITIONS OF APPROVAL

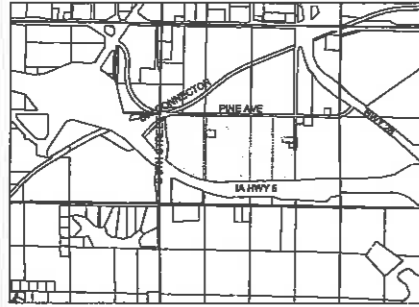
1. The applicant acknowledging that all phases collectively will need to abide at all times by the regulations stated in the City's Noise Ordinance;
2. The applicant taking the necessary measures within the limits of what Microsoft security measures will allow to minimize light pollution on surrounding properties and the area in general;
3. The applicant installing site landscaping identified for this phase in conjunction with construction of this phase, with said landscaping installed prior to issuance of a final occupancy permit; and,
4. The applicant acknowledging and agreeing that any intended modifications to the site which differ from that shown on the final approval stamped site plan drawing packet shall require the review and approval of the City prior to implementation. Said changes may require the submittal and approval of a Minor or Major Modification Permit application, whichever is deemed applicable by staff which shall be reviewed and approved prior to implementation of any changes.



1: 14,000

2,333.3 0 1,166.67 2,333.3 Feet

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



VICINITY MAP
SCALE 1" = 2000'



Microsoft

DSM08 DATA CENTER

550 WHITE CRANE ROAD

WEST DES MOINES, IOWA 50265

CONSULTANTS

CIVIL:
PAOLAND
11400 SE 6TH STREET, SUITE 345
BELLEVUE, WASHINGTON 98004
(425) 433-9901
CONTACT: TOM DARGAN
STEVEN PESCE

SURVEYOR:
CIVIL DESIGN ADVANTAGE, LLC
3405 SE CROSSROADS DR., SUITE C
GRIMES, IA 50111
(515) 369-4400
CONTACT: DEAN ROEMER
MIKE BROOKER, P.L.S.

ARCHITECT:
PAGE, LLP
400 WEST CESAR CHAVEZ, SUITE 500
AUSTIN, TX 78701
(512) 472-6721
CONTACT: JASON GILBERT, AIA

OWNER/APPLICANT

MICROSOFT CORPORATION
ONE MICROSOFT WAY
REDMOND, WA 98052
OFFICE: (425) 703-4608
CELL: (425) 505-8321
CONTACT: DANIEL MODERMIT

GOVERNING AGENCIES

REVIEW AGENCY:
CITY OF WEST DES MOINES
4200 MILLS CIVIC PARKWAY, SUITE 2D
WEST DES MOINES, IA 50265
(515) 222-3620
CONTACT: LYNNE TWEDT

FIRE DISTRICT:
CITY OF WEST DES MOINES
3421 ASHWORTH ROAD
WEST DES MOINES, IA 50265
(515) 222-3420
CONTACT: MIKE WHITSELL

UTILITIES

WATER:
WEST DES MOINES WATER WORKS
4200 MILLS CIVIC PARKWAY, SUITE 1D
WEST DES MOINES, IA 50265-2049
(515) 222-3510
CONTACT: DIANA WILSON, P.E.

SANITARY SEWER:
CITY OF WEST DES MOINES
560 SOUTH 16TH STREET
WEST DES MOINES, IA 50265
(515) 222-3480
CONTACT: CLYD CARPENTER

BENCHMARK

BENCH MARK WDM-BM-101
CITY OF WEST DES MOINES 1-1/2" SURVEY CAP IN CONCRETE
CYLINDER 1,584'-4 1/2" FEET WEST OF INTERSECTION OF SOUTH
11TH STREET AND ARMY POST ROAD, 54.5 FEET NORTH OF THE
CENTERLINE OF ARMY POST ROAD. (SEE CITY TIE)
ELEVATION = 172.02
BENCH MARK WDM-BM-110
CITY OF WEST DES MOINES 1-1/2" SURVEY CAP IN CONCRETE
CYLINDER AT THE NORTHEAST CORNER OF S ORILLA ROAD AND
SOUTH COUNTY LINE ROAD (SEE CITY TIE)
NORTHING = 551027.84 EASTING = 1978843.14
ELEVATION = 185.97
TO CONVERT FROM WEST DES MOINES DATUM TO NAVD83
DATUM ADD 774.01 FEET.

LEGAL DESCRIPTION

A PART OF THE SOUTHEAST QUARTER AND PART OF THE SOUTHWEST
QUARTER OF SECTION 35, TOWNSHIP 78 NORTH, RANGE 25 WEST OF
THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF WEST DES MOINES,
POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS
FOLLOWS:
BEGINNING AT THE NORTHEAST CORNER OF THE WEST HALF OF SAID
SOUTHEAST QUARTER; THENCE SOUTH 0°44'05" EAST ALONG THE EAST
LINE OF SAID WEST HALF OF THE SOUTHEAST QUARTER, 1899.11 FEET
TO THE NORTHERLY RIGHT OF WAY LINE OF IOWA HIGHWAY 5; THENCE
NORTH 88°39'30" WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE,
406.92 FEET; THENCE SOUTH 87°11'50" WEST CONTINUING ALONG SAID
NORTHERLY RIGHT OF WAY LINE, 280.47 FEET; THENCE SOUTH
87°54'07" WEST CONTINUING ALONG SAID NORTHERLY RIGHT OF WAY
LINE, 1656.23 FEET; THENCE NORTHWESTERLY CONTINUING ALONG SAID
NORTHERLY RIGHT OF WAY LINE AND ALONG CURVE CONCAVE
NORTHEASTERLY WHOSE RADIUS IS 2473.75 FEET, WHOSE ARC LENGTH
IS 1858.48 FEET AND WHOSE CHORD BEARS NORTH 68°54'28" WEST,
1628.52 FEET; THENCE NORTH 50°29'16" WEST CONTINUING ALONG SAID
NORTHERLY RIGHT OF WAY LINE, 65.47 FEET TO THE EASTERLY RIGHT
OF WAY LINE OF SOUTH 6TH STREET; THENCE NORTHERLY ALONG SAID
EASTERLY RIGHT OF WAY LINE AND A CURVE CONCAVE WESTERLY
WHOSE RADIUS IS 1077.10 FEET, WHOSE ARC LENGTH IS 610.05 FEET
AND WHOSE CHORD BEARS NORTH 37°49' EAST, 601.93 FEET;
THENCE CONTINUING NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY
LINE AND A CURVE CONCAVE EASTERLY WHOSE RADIUS IS 1900.48
FEET, WHOSE ARC LENGTH IS 425.18 FEET AND WHOSE CHORD BEARS
NORTH 08°22'48" WEST, 424.26 FEET; THENCE NORTH 00°00'08" EAST
CONTINUING ALONG SAID EASTERLY RIGHT OF WAY LINE, 235.47 FEET;
THENCE NORTH 78°11'00" EAST CONTINUING ALONG SAID EASTERLY
RIGHT OF WAY LINE, 65.91 FEET; THENCE NORTH 50°46'48" EAST
CONTINUING ALONG SAID EASTERLY RIGHT OF WAY LINE, 78.45 FEET
TO A POINT BEING 33.00 FEET SOUTH OF THE NORTH LINE OF SAID
SOUTHWEST QUARTER; THENCE NORTH 68°43'16" WEST PARALLEL WITH
SAID NORTH LINE OF THE SOUTHWEST QUARTER, 309.82 FEET TO THE
WEST LINE OF SAID SOUTHWEST QUARTER; THENCE NORTH 00°00'08"
WEST ALONG SAID WEST LINE, 33.00 FEET TO THE WEST QUARTER
CORNER OF SAID SECTION 35; THENCE SOUTH 88°43'16" EAST ALONG
THE NORTH LINE OF SAID SOUTHWEST QUARTER, 2841.54 FEET TO THE
CENTER OF SAID SECTION 35; THENCE SOUTH 88°43'28" EAST ALONG
THE NORTH LINE OF SAID SOUTHWEST QUARTER, 1315.47 FEET TO THE
POINT OF BEGINNING AND CONTAINING 180.70 ACRES (7,000,160
SQUARE FEET).

NOTES

- SITE WORK FOR THIS PROJECT SHALL MEET OR EXCEED THE
PROJECT SPECIFICATIONS AND THE CURRENT CITY OF WEST DES
MOINES STANDARD SPECIFICATIONS FOR SUBDIVISIONS AND
ADDENDUMS.
- THE DESIGN SHOWN IS BASED UPON THE ENGINEER'S
UNDERSTANDING OF THE EXISTING CONDITIONS AND DSM08, DSM06,
AND DSM07 DESIGN INFORMATION. THIS PLAN DOES NOT REPRESENT
A DETAILED FIELD SURVEY. THE EXISTING CONDITIONS SHOWN ON
THIS PLAN SHEET ARE BASED UPON SURVEY PREPARED BY CIVIL
DESIGN ADVANTAGE DATED 6/3/2014 AND DSM08, DSM06, AND
DSM07 DESIGN DOCUMENTS. THE CONTRACTOR IS RESPONSIBLE FOR
VERIFYING FIELD CONDITIONS PRIOR TO BIDDING THE PROPOSED
STEWOR IMPROVEMENTS. IF CONFLICTS ARE DISCOVERED, THE
CONTRACTOR SHALL NOTIFY THE OWNER PRIOR TO INSTALLATION OF
ANY PORTION OF THE STEWOR WHICH WOULD BE AFFECTED. IF
CONTRACTOR DOES NOT ACCEPT EXISTING SURVEY INCLUDING
TOPOGRAPHY AS SHOWN ON THE PLANS, WITHOUT EXCEPTION, HE
SHALL HAVE MADE, AT HIS/HER OWN EXPENSE, A TOPOGRAPHIC
SURVEY BY A REGISTERED LAND SURVEYOR AND SUBMIT IT TO THE
OWNER FOR REVIEW.
- CAUTION - NOTICE TO CONTRACTOR**
THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION
OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON
RECORDS OF THE VARIOUS UTILITY COMPANIES, PRIOR PHASE
DESIGN INFORMATION AND, WHERE POSSIBLE, MEASUREMENTS TAKEN
IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING
EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE
APPROPRIATE UTILITY COMPANY AT LEAST 48 HOURS BEFORE ANY
EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IT
SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE
ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED
IMPROVEMENTS SHOWN ON THESE PLANS.

SITE AREA DATA

EXISTING :	IMPERVIOUS	2.06 ACRES (89,350 SF) (1.3%)
	PERVIOUS	158.63 ACRES (6,910,810 SF) (98.7%)
PROPOSED:	IMPERVIOUS	101.80 ACRES (4,425,896 SF) (62.4%)
	PERVIOUS	59.10 ACRES (2,574,396 SF) (37.6%)
TOTAL LAND AREA (LOT 1)		160.70 ACRES (7,000,160 SF)
DSM05 AREA		67.54 ACRES (2,924,012 SF) (42.0%)
DSM06 AREA		14.36 ACRES (625,427 SF) (8.9%)
DSM07 AREA		15.76 ACRES (686,284 SF) (9.8%)
DSM08 AREA		15.52 ACRES (676,030 SF) (9.7%)
OPEN SPACE AREA: REQUIRED		32.14 ACRES (1,400,018 SF) (20.0%)
	PROVIDED	47.92 ACRES (1,783,385 SF) (28.6%)

BUILDING DATA

DSM08.AZA & DSM08.AZB	142,285 SF
DSM08.AZC & DSM08.AZD	142,285 SF

SITE DATA

EXISTING COMPREHENSIVE PLAN	LIGHT INDUSTRIAL
PROPOSED COMPREHENSIVE PLAN	LIGHT INDUSTRIAL
EXISTING ZONING	LIGHT INDUSTRIAL
PROPOSED ZONING	LIGHT INDUSTRIAL
SURROUNDING LAND USES:	

NORTH:	EXISTING LAND USE	WILLOW CREEK GOLF COURSE
	EXISTING ZONING	OPEN SPACE
	COMPREHENSIVE PLAN DESIGNATION	OPEN SPACE
EAST:	EXISTING LAND USE	AGRICULTURAL
	EXISTING ZONING	CITY OF DSM
	COMPREHENSIVE PLAN DESIGNATION	CITY OF DSM
SOUTH:	EXISTING LAND USE	IOWA-5 FREEWAY
	EXISTING ZONING	UNZONED
	COMPREHENSIVE PLAN DESIGNATION	IOWA 5 FREEWAY
WEST:	EXISTING LAND USE	NONE
	EXISTING ZONING	UNZONED
	COMPREHENSIVE PLAN DESIGNATION	NONE

SHEET INDEX

C-A-01	CIVIL COVER SHEET
C-B-01	CIVIL BASE CONDITIONS MAP
C-B-02	CIVIL DEMOLITION AND TESC PLAN
C-C1-01	CIVIL SITE IMPROVEMENTS PLAN OVERALL
C-C1-A03	CIVIL SITE IMPROVEMENTS PLAN
C-C1-A04	CIVIL SITE IMPROVEMENTS PLAN
C-C1-A05	CIVIL SITE IMPROVEMENTS PLAN
C-C1-B03	CIVIL SITE IMPROVEMENTS PLAN
C-C1-B04	CIVIL SITE IMPROVEMENTS PLAN
C-C2-01	CIVIL HORIZONTAL CONTROL PLAN OVERALL
C-C2-A03	CIVIL HORIZONTAL CONTROL PLAN
C-C2-A04	CIVIL HORIZONTAL CONTROL PLAN
C-C2-A05	CIVIL HORIZONTAL CONTROL PLAN
C-C2-B03	CIVIL HORIZONTAL CONTROL PLAN
C-C2-B04	CIVIL HORIZONTAL CONTROL PLAN
C-D1-01	CIVIL SITE GRADING AND DRAINAGE PLAN OVERALL
C-D1-A03	CIVIL SITE GRADING AND DRAINAGE PLAN
C-D1-A04	CIVIL SITE GRADING AND DRAINAGE PLAN
C-D1-A05	CIVIL SITE GRADING AND DRAINAGE PLAN
C-D1-B03	CIVIL SITE GRADING AND DRAINAGE PLAN
C-D1-B04	CIVIL SITE GRADING AND DRAINAGE PLAN
C-D2-A03	CIVIL FINISHED GRADING PLAN
C-D2-A04	CIVIL FINISHED GRADING PLAN
C-D2-A05	CIVIL FINISHED GRADING PLAN
C-D2-B03	CIVIL FINISHED GRADING PLAN
C-D2-B04	CIVIL FINISHED GRADING PLAN
C-D3-01	CIVIL TELECOM TRENCH DRAINAGE PLAN
C-E1-01	CIVIL WATER PLAN OVERALL
C-E1-02	CIVIL WATER VERTICAL BEND SECTIONS
C-E1-A03	CIVIL WATER AND SEWER PLAN
C-E1-A04	CIVIL WATER AND SEWER PLAN
C-E1-B03	CIVIL WATER AND SEWER PLAN
C-E1-B04	CIVIL WATER AND SEWER PLAN
C-F-01	CIVIL TESC DETAILS
C-F-02	CIVIL MISCELLANEOUS DETAILS
C-F-03	CIVIL MISCELLANEOUS DETAILS
C-F-04	CIVIL DRAINAGE DETAILS
C-F-05	CIVIL DRAINAGE DETAILS
C-F-06	CIVIL DRAINAGE DETAILS
C-F-07	CIVIL WATER DETAILS
C-F-08	CIVIL WATER DETAILS
C-F-09	CIVIL SEWER DETAILS
C-F-10	CIVIL SEWER DETAILS
C-F-11	CIVIL TELECOM TRENCH DRAINAGE DETAILS



Know what's below.
Call before you dig.

IOWA ONE CALL AT 811 OR
1-800-292-8888
CONTRACTORS WEB TICKET ENTRY

CITY OF WEST DES MOINES
APPROVED BY: _____ DATE: _____



I HEREBY CERTIFY THAT THIS ENGINEERING
DOCUMENT WAS PREPARED BY ME OR UNDER MY
DIRECT PERSONAL SUPERVISION AND THAT I AM A
FULLY LICENSED PROFESSIONAL ENGINEER UNDER IOWA
LAWS OF THE STATE OF IOWA.
PAUL JEFFREY MAWZER 7/21/15
DATE
IOWA LICENSE NO. 1886
EXPIRES PERIODIC DATE IS DECEMBER 31, 2015
APPLIES TO CIVIL SHEETS NOTED ABOVE

Page/

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International Satellite Offices



Microsoft

**DSM 08
DATA CENTER**
550 SE WHITE CRANE ROAD
WEST DES MOINES, IA 50265

Design Team

Design	L. PALMER, L.L. JOHNSON
Drawn	A. ALVARADO
Checked	T. SHANNON
Date	7/21/15
PROJECT	DSM08
U.S. Project No.	15-1886

Approvals

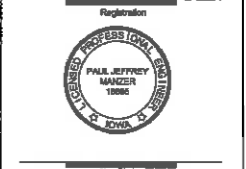
OWNER	MICROSOFT
DESIGNER	PAUL JEFFREY MAWZER
REGISTERED PROFESSIONAL ENGINEER	NO. 1886
REGISTERED PROFESSIONAL ENGINEER	STATE OF IOWA
REGISTERED PROFESSIONAL ENGINEER	PAUL JEFFREY MAWZER
REGISTERED PROFESSIONAL ENGINEER	NO. 1886
REGISTERED PROFESSIONAL ENGINEER	STATE OF IOWA

DESIGN TEAM

U.S. Project No.	15-1886
Professional Seal	PAUL JEFFREY MAWZER
Professional Seal	STATE OF IOWA
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Professional Seal	NO. 1886
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Professional Seal	PAUL JEFFREY MAWZER
Professional Seal	NO. 1886
Professional Seal	STATE OF IOWA

Key Plan

No.	Date	Description
1	2015.07.21	ISSUE FOR PERMITS



Key Plan

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Sheet Title/Number

COVER SHEET

C-A-01

Page Redefined Page, LLP
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Apple / Adobe / Microsoft / Oracle / Salesforce / SAP / ServiceNow / VMware / Workday / Xerox / Zscaler

Microsoft
DSM08
DATA CENTER
550 SE WHITE CRANE ROAD
WEST DES MOINES, IA 50265

GENERAL NOTES (BUILDING NOMENCLATURE PLAN)

- THIS SHEET IS INTENDED TO CONVEY THE FULL BUILD-OUT STRATEGY FOR BUILDING EQUIPMENT NAMING ONLY.
- THIS DRAWING INCLUDES PHASE 4 CONSTRUCTION AS WELL AS PREVIOUS PHASES. PREVIOUS PHASES ARE SHOWN HISTORICALLY.
- REFER TO THE REST OF THIS SET FOR SPECIFIC INFORMATION RELATED TO THE CONSTRUCTION OF PHASE 4.
- THE FULL SITE BUILD-OUT CONSISTS OF (1) ADMINISTRATION BUILDING, (2) THIS BUILDING'S CONSTRUCTION IN PHASE 1.
- THE FULL SITE BUILD-OUT CONSISTS OF (1) ADMINISTRATION BUILDING THROUGH D. ALL OTHER BUILDINGS ARE CONSTRUCTED WITH PHASE 1.
- THE FULL SITE BUILD-OUT CONSISTS OF (1) ADMINISTRATION BUILDING THROUGH 4. AZ SET 4 IS INCLUDED WITH PHASE 4 CONSTRUCTION. EACH AZ SET CONSISTS OF (A) AZ BUILDINGS, LETTERED A THROUGH I. ALL OTHER BUILDINGS ARE CONSTRUCTED WITH PHASE 1.
- THE FULL SITE BUILD-OUT CONSISTS OF (1) ADMINISTRATION BUILDING THROUGH 4. AZ SET 4 IS INCLUDED WITH PHASE 4 CONSTRUCTION. EACH AZ SET CONSISTS OF (A) AZ BUILDINGS, LETTERED A THROUGH I. ALL OTHER BUILDINGS ARE CONSTRUCTED WITH PHASE 1. THE SUPPORT BUILDINGS ARE ALWAYS BETWEEN AZ A & B. SET 4 IS ALWAYS BETWEEN AZ C & D. THE SUPPORT BUILDINGS ARE ALWAYS CONSTRUCTED WITH PHASE 4 CONSTRUCTION.
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BUILDING NOMENCLATURE LEGEND

GRIDING

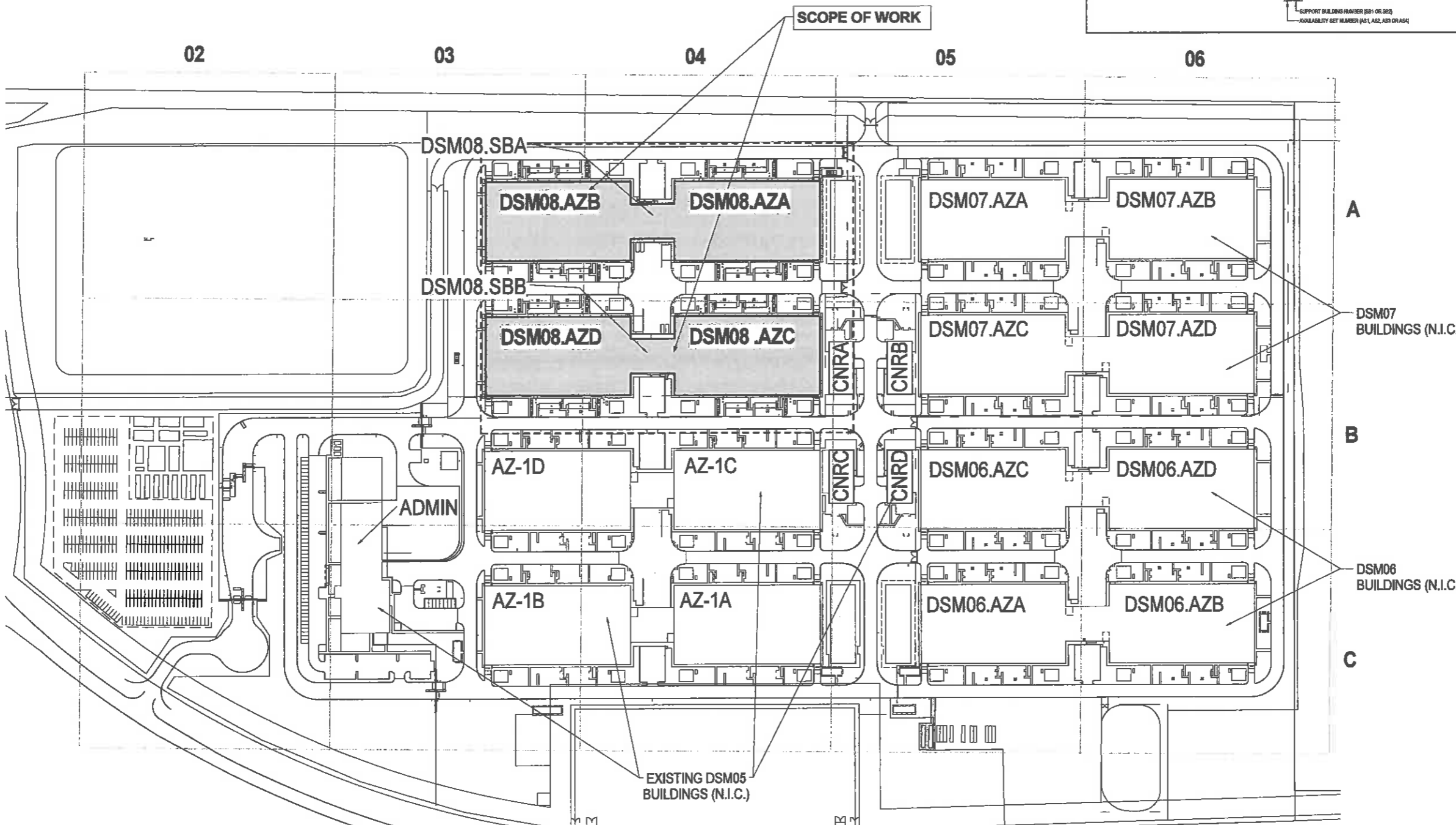
AS = ADMINISTRATION BUILDING (A) ADMIN BLDG; 1 PER FULLY BUILT-OUT SITE
 AZ = AVAILABILITY ZONE (AZ) AZ BLDG; 4 PER AVAILABILITY SET, LETTERED A, B, C, OR D
 CN = CORE NETWORK ROOM (A) CNR (A) BLDG; 4 PER FULLY BUILT-OUT SITE, LETTERED A, B, C, OR D
 CS = SUPPORT BUILDING (A) CS (A) BLDG; 2 PER AVAILABILITY SET, NUMBERED 1 OR 2
 IL = THE LIBRARY (NOT INCLUDED IN PHASE 4 PROJECT SCOPE)
 WH = WAREHOUSE (NOT INCLUDED IN PHASE 4 PROJECT SCOPE)

AREA DESIGNATIONS WITHIN BUILDINGS

CE = CELL 4 PER AZ, NUMBERED 1, 2, 3 OR 4
 ME = MAIN ENTRANCE; 2 PER CELL, LETTERED A OR B

TYPICAL NAMING CONVENTION EXAMPLES

ASAZ11
 ASAZ11-01-01-01-01-01
 ASAZ11-01-01-01-01-01



Design Team			
Role	Name	Company	Date
Author	JACOB GILBERTO PAGE	Microsoft	
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Designer	JACOB GILBERTO PAGE	Microsoft	
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Role	Name	Signature	Date
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Microsoft	ANDREW TAYLOR		

Rev	Date	Description
1	2015.07.24	100% IFC



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 Sheet Title Number

BUILDING NOMENCLATURE PLAN
G-A-05



DSM 08 DATA CENTER 550 SE WHITE CRANE ROAD WEST DES MOINES, IA 50265

Design Team

Owner	L. McQuinn / L. Anderson
Design	A. Anderson
Contract	1-2005
Date	12 SEPTEMBER 2011
Project No.	50265
Scale	AS SHOWN

Approvals

Contractor	Microsoft
General Contractor	PETER VANHISA
Structural Engineer	BRETT BEAL
Electrical Engineer	STEVE STEINERT
Engineering Designer	ANDREW TAYLOR
Shelby Designer	ERIC YANEZ
City	RICK HARRIS
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ESC Design Lead	ANDY SAUTER PAGE
ESC Design Lead	MATE ELLER BRANLUND
ESC Design Lead	PETE BRATTON AND

Registration



Key Plan



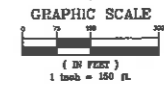
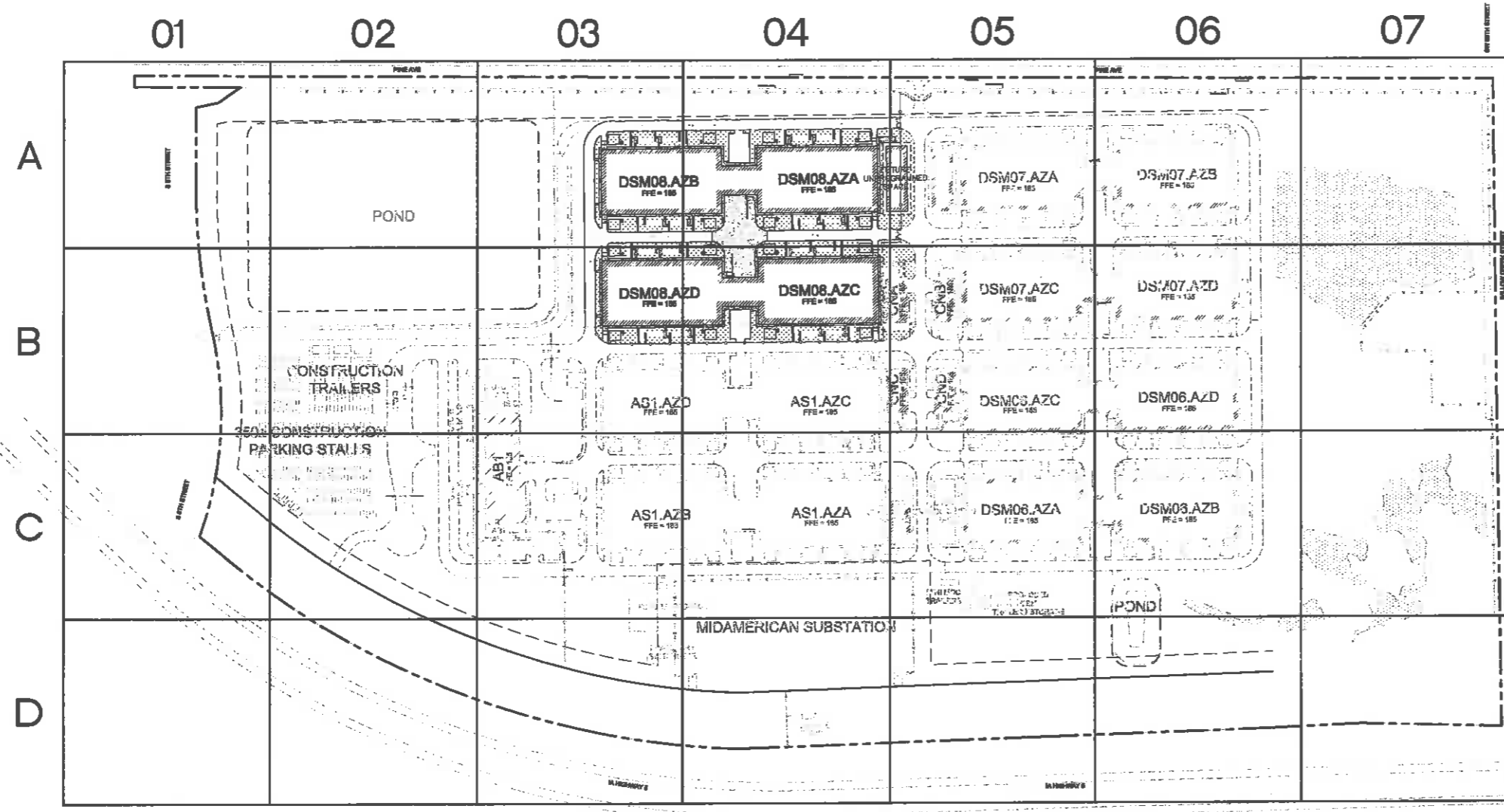
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Sheet Title Number

CIVIL SITE IMPROVEMENTS PLAN OVERALL

C-C1-01



CITY OF WEST DES MOINES NOTES

- ALL CONNECTIONS TO PUBLIC SEWERS SHALL BE CORE DRILLED TO MANHOLES.
- ALL CONSTRUCTION WITHIN PUBLIC R.O.W./EASEMENTS, AND/OR ANY CONNECTION TO PUBLIC SEWERS AND STREETS, SHALL COMPLY WITH THE WEST DES MOINES STANDARD CONSTRUCTION SPECIFICATION FOR SUBDIVISIONS.
- AT LEAST ONE WEEK PRIOR TO ANY CONSTRUCTION WITHIN PUBLIC R.O.W./ EASEMENTS AND/ OR ANY CONNECTION TO PUBLIC SEWERS AND STREETS, THE CONTRACTOR SHALL CONTACT THE NCM CONSTRUCTION DIVISION "CLINT CARPENTER" (515-222-3480) TO OBTAIN APPLICABLE CITY PERMITS THAT MAY BE NECESSARY.

GENERAL NOTES

- DIMENSIONS AND COORDINATES ARE TO FACE OF CURB (TYP).
- UTILITY INSTALLATION INCLUDES TRENCHING, PIPE BEDDING AND BACKFILL. RESTORE SURFACE TO ORIGINAL CONDITION UNLESS NOTED OTHERWISE ON SITE IMPROVEMENTS PLAN.
- PROVIDE THRUST BLOCKS/JOINT RESTRAINTS ON ALL PRESSURIZED LINES. SEE DETAIL 4/C-11 FOR JOINT RESTRAINTS.
- FIELD VERIFY LIMITS OF DEMOLITION & LOCATION OF UTILITIES TO BE REMOVED.
- FIELD VERIFY CONNECTION POINTS TO EXISTING UTILITIES. NOTIFY ENGINEER OF DISCREPANCIES.
- EXISTING GRADES SHOWN ARE APPROXIMATE AND SHOULD BE FIELD VERIFIED.
- CONTRACTOR RESPONSIBLE TO MAINTAIN POSITIVE DRAINAGE TO STORM DRAIN SYSTEM UNTIL PERMANENT STORM DRAIN SYSTEM IS INSTALLED.
- TELECOM, ELECTRICAL & LSS SHOWN FOR REFERENCE ONLY. FIELD VERIFY LOCATIONS PRIOR TO EXCAVATION.
- ADJUST UTILITY STRUCTURES (RYS, HYDRANTS, MH'S, CB'S, VAULTS ETC) TO FINISH GRADE WHEN COMPLETING FINAL GRADING. ELECTRICAL AND TELECOM VAULTS TO BE ADJUSTED TO FINISHED GRADE WITH GRADE BINGS.
- UNLESS OTHERWISE DIRECTED BY THE OWNER OR BY THE A/E, THE CONTRACTOR SHALL REPLACE, IN KIND, ALL BASE, AC PAVING, CONCRETE CURBS, GUTTERS AND SIDEWALKS, UTILITIES, LANDSCAPING, AND IRRIGATION LINES, NOT INTENDED FOR DEMOLITION, BUT WHICH HAVE BEEN REMOVED OR DISTURBED AS A RESULT OF DEMOLITION ACTIVITIES.
- WHERE DEMOLITION OCCURS AND NO SPECIFIC INSTRUCTIONS ARE MADE CONCERNING NEW OR REPLACEMENT FEATURES, THE CONTRACTOR SHALL RESTORE THE AREA TO A FINISHED CONDITION USING MATERIALS MATCHING THOSE ADJACENT TO THE REMOVAL SITE, MAKING SURE PROPER DRAINAGE AND APPEARANCE IS ATTAINED.
- COORDINATE INSTALLATION OF ELECTRICAL GROUNDING GRID AT SITE & BLDG SLABS, FENCING AND WALLS WITH ELECTRICAL DRAWINGS.
- SEE ELECTRICAL PLANS FOR SITE LIGHTING.

NOTES (PA/LAND)

- ALL WORK AND MATERIALS SHALL COMPLY WITH ALL CITY/COUNTY REGULATIONS AND CODES AND D.S.H.A. STANDARDS.
- CAUTION - NOTICE TO CONTRACTOR** THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITIES, AND WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANY AT LEAST 48 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES AND EXISTING IMPROVEMENTS WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS ON THE PLANS.
- CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS FOR EXACT LOCATION AND DIMENSIONS OF OUTDOOR UTILITY YARD, EXIT PORCHES, SIDEWALKS, RAMPS & TRUCK DOCKS, PRECISE BUILDING DIMENSIONS AND EXACT BUILDING UTILITY ENTRANCE LOCATIONS.
- DIMENSIONS SHOWN REFER TO FACE OF CURB, TOP OF PAVEMENT, BUILDING GRID LINES OR TO THE CENTERLINE OF PAVEMENT STRIPING, UNLESS OTHERWISE NOTED.
- ALL PAVED PARKING LOT AREAS WITHIN THE LIMITS OF IMPROVEMENTS SHALL BE STANDARD DUTY PAVEMENT UNLESS OTHERWISE NOTED.
- CONTRACTOR SHALL PROVIDE A TEMPORARY TRAFFIC CONTROL PLAN FOR THE CITY ENGINEER'S APPROVAL PRIOR TO ANY WORK WITHIN THE CITY RIGHT-OF-WAY. TEMPORARY TRAFFIC CONTROL, REQUIRED WITHIN THE MICROSOFT PROPERTY SHALL BE PROVIDED TO MICROSOFT DSM OPERATIONS MANAGER PRIOR TO ANY WORK.
- REFER TO WILLOW CREEK PLAT 1 FOR LEGAL DESCRIPTION, DIMENSIONS OF PROPERTY LINES, BASIS OF BEARINGS & BENCHMARK INFORMATION.
- ALL ON-SITE PAINTED STRIPING SHALL BE THERMOPLASTIC (CONTRACTOR TO REFER TO PROJECT SPECIFICATIONS FOR ADDITIONAL PAVING MARKING REQUIREMENTS).
- PARKING LOT STRIPING SHALL BE WHITE, 4" WIDE & THERMOPLASTIC, UNLESS OTHERWISE NOTED. LIGHT POLE BASES TO BE PAINTED TRAFFIC YELLOW (DOUBLE COAT)
- EXISTING STRUCTURES WITHIN CONSTRUCTION LIMITS ARE TO BE ABANDONED, REMOVED OR RELOCATED AS NECESSARY OR AS SHOWN ON C-B-02. ALL COST SHALL BE INCLUDED IN BASE BID.
- CONTRACTOR SHALL BE RESPONSIBLE FOR ALL RELOCATIONS, INCLUDING BUT NOT LIMITED TO, ALL UTILITIES, STORM DRAINAGE, SIGNS, ETC. AS REQUIRED. ALL WORK SHALL BE IN ACCORDANCE WITH GOVERNING AUTHORITIES SPECIFICATIONS AND SHALL BE APPROVED BY SUCH. ALL COST SHALL BE INCLUDED IN BASE BID.
- CURB RADI ADJACENT TO PARKING STALLS SHALL BE 3'. ALL OTHER CURB RADI SHALL BE 10', UNLESS OTHERWISE NOTED.
- ALL INTERNAL DRIVES, INCLUDING THE GRAVEL DRIVE CONNECTION SHALL BE CONSTRUCTED TO ACCOMMODATE 75,000 LBS. G.V.W. ALL PAVED SURFACES SHALL BE MAINTAINED 365 DAYS A YEAR, INCLUDING THE FLOWING OF SNOW.



CITY OF WEST DES MOINES
APPROVED BY: _____ DATE: _____



LAND USE CONSULTANTS
1200 N. GUY
DES MOINES, IA 50319



DSM 08
DATA CENTER
550 SE WHITE CRANE ROAD
WEST DES MOINES, IA 50265

Design Team

Drawn	L.VANWAGEN
Drawn	L.VANWAGEN
Checked	L.VANWAGEN
Date	11 SEPTEMBER 2008
Project Name	DSM08 Data Center
Sheet No.	C-CI-A03

Approvals

Client	MICROSOFT
Project Manager	ERIC BEL
Site Engineer	ERIC BEL
Structural Engineer	ERIC BEL
Electrical Engineer	ERIC BEL
MEP Engineer	ERIC BEL
Civil Engineer	ERIC BEL
Surveyor	ERIC BEL
Soil Engineer	ERIC BEL
Environmental Engineer	ERIC BEL
Transportation Engineer	ERIC BEL
Water Resources Engineer	ERIC BEL
Energy Engineer	ERIC BEL
Other	ERIC BEL

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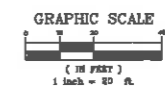
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Other	ERIC BEL

CIVIL
SITE IMPROVEMENTS
PLAN
C-CI-A03



LEGEND

- PROPERTY LINE
- PROPOSED BUILDING
- PROPOSED CURB
- SECURITY FENCE
- TEMPORARY CHAINLINK FENCE
- PERMANENT CHAINLINK FENCE
- HEAVY DUTY ASPHALT PAVEMENT
- STANDARD DUTY ASPHALT PAVEMENT
- CONCRETE PAVEMENT
- CONCRETE SIDEWALK
- GRAVEL ROAD
- LANDSCAPING
- PIPE BOLLARD
- FIRE HYDRANT
- VEHICULAR DIRECTIONAL SIGN
- ELECTRICAL OVERHEAD FOUNDATION

SITE KEY

- ① CONNECT TO EXISTING CONCRETE CURB, FIELD VERIFY
- ② 6" STANDARD CONCRETE CURB (TYP)
- ③ CONCRETE PAVEMENT (TYP)
- ④ HEAVY-DUTY ASPHALT PAVEMENT (TYP)
- ⑤ LIGHT-DUTY ASPHALT PAVEMENT (TYP)
- ⑥ HEAVY TO LIGHT DUTY AC TRANSITION, SAND AND SEAL (TYP)
- ⑦ ASPHALT-CONCRETE PAVEMENT TRANSITION
- ⑧ CONCRETE SIDEWALK (TYP)
- ⑨ GRAVEL ROAD (TYP)
- ⑩ 6" FLUSH VERTICAL CURB W/ 4" WIDE STRIPING
- ⑪ ADA STALL (TYP)
- ⑫ SIDEWALK RAMP (TYP)
- ⑬ 4" WIDE, SOLID WHITE THERMOPLASTIC STRIPE (TYP)
- ⑭ 4" WIDE STRIPING AT 45', 36" O.C. (TYP)
- ⑮ PIPE BOLLARD (QUANTITIES SHOWN IN PARENTHESES) (SEE ARCHITECTURAL PLANS FOR LOCATIONS)
- ⑯ STOP BAR (TYP)
- ⑰ STOP SIGN PER MUTCO R10-8
- ⑱ SPEED LIMIT SIGN PER MUTCO R2-1
- ⑲ TYPE III BARRICADE (TYP)
- ⑳ SAWCUT AND MATCH EDGE OF EXISTING ASPHALT PAVEMENT SAND AND SEAL (TYP)
- ㉑ CONCRETE RIBBON DRAIN (SEE DRAINAGE PLAN)
- ㉒ JERSEY BARRIER (TYP)
- ㉓ ECOLOGY BLOCK 2'x2'x6" (TYP)
- ㉔ PLASTIBEIGN TELECOM TRENCH (TYP) (SEE TELECOM PLANS)
- ㉕ STANDARD TO BARRIER CURB TRANSITION

SITE FEATURES (BY OTHERS)

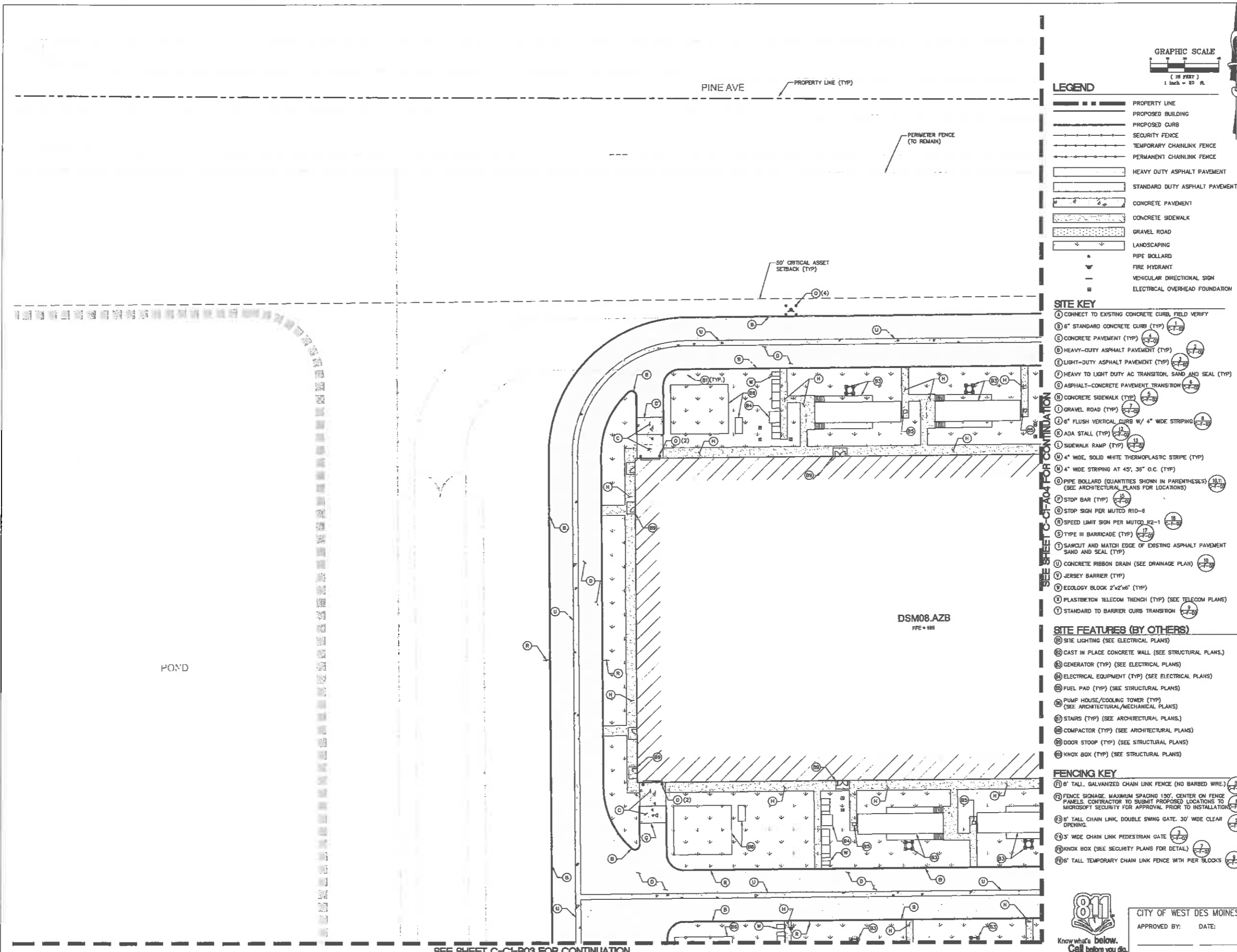
- ① SITE LIGHTING (SEE ELECTRICAL PLANS)
- ② CAST IN PLACE CONCRETE WALL (SEE STRUCTURAL PLANS)
- ③ GENERATOR (TYP) (SEE ELECTRICAL PLANS)
- ④ ELECTRICAL EQUIPMENT (TYP) (SEE ELECTRICAL PLANS)
- ⑤ FUEL PAD (TYP) (SEE STRUCTURAL PLANS)
- ⑥ PUMP HOUSE/COOLING TOWER (TYP) (SEE ARCHITECTURAL/MECHANICAL PLANS)
- ⑦ STAIRS (TYP) (SEE ARCHITECTURAL PLANS)
- ⑧ COMPACTOR (TYP) (SEE ARCHITECTURAL PLANS)
- ⑨ DOOR STOOP (TYP) (SEE STRUCTURAL PLANS)
- ⑩ KNOX BOX (TYP) (SEE STRUCTURAL PLANS)

FENCING KEY

- ① 6' TALL, GALVANIZED CHAIN LINK FENCE (NO BARBED WIRE)
- ② FENCE SIGNAGE, MAXIMUM SPACING 150', CENTER ON FENCE PANELS, CONTRACTOR TO SUBMIT PROPOSED LOCATIONS TO MICROSOFT SECURITY FOR APPROVAL PRIOR TO INSTALLATION
- ③ 6' TALL CHAIN LINK, DOUBLE SWING GATE, 30' WIDE CLEAR OPENING
- ④ 3' WIDE CHAIN LINK PEDESTRIAN GATE
- ⑤ KNOX BOX (SEE SECURITY PLANS FOR DETAIL)
- ⑥ 6' TALL TEMPORARY CHAIN LINK FENCE WITH PIER BLOCKS



CITY OF WEST DES MOINES
APPROVED BY: DATE:



SEE SHEET C-CI-B03 FOR CONTINUATION

SEE SHEET C-CI-A04 FOR CONTINUATION

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DSM 08 DATA CENTER 550 SE WHITE CRANE ROAD WEST DES MOINES, IA 50265

Design Team

Owner	Microsoft
Site	4.14-020204
Client	Microsoft
Date	10/14/04
Project No.	4420204
Scale	As Shown

Approvals

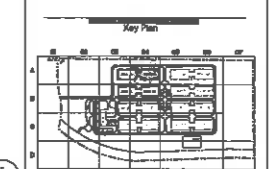
City Engineer	_____
City Planner	_____
City Council	_____
City Manager	_____
City Clerk	_____

Design Team

Principal	_____
Senior Designer	_____
Designer	_____
Checker	_____
Plotter	_____

Revisions

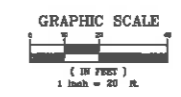
No.	Date	Description
1	10/14/04	ISSUE FOR PERMITS



City of West Des Moines
 316.281.3100
 www.ci.westdesmoines.ia.us

CML SITE IMPROVEMENTS PLAN

APPROVED BY: _____ DATE: _____
 C-C1-A04



LEGEND

- PROPERTY LINE
- PROPOSED BUILDING
- PROPOSED CURB
- SECURITY FENCE
- TEMPORARY CHAINLINK FENCE
- PERMANENT CHAINLINK FENCE
- HEAVY DUTY ASPHALT PAVEMENT
- STANDARD DUTY ASPHALT PAVEMENT
- CONCRETE PAVEMENT
- CONCRETE SIDEWALK
- GRAVEL ROAD
- LANDSCAPING
- PIPE BOLLARD
- FIRE HYDRANT
- VEHICULAR DIRECTIONAL SIGN
- ELECTRICAL OVERHEAD FOUNDATION

SITE KEY

- (A) CONNECT TO EXISTING CONCRETE CURB, FIELD VERIFY
- (B) 6" STANDARD CONCRETE CURB (TYP)
- (C) CONCRETE PAVEMENT (TYP)
- (D) HEAVY-DUTY ASPHALT PAVEMENT (TYP)
- (E) LIGHT-DUTY ASPHALT PAVEMENT (TYP)
- (F) HEAVY TO LIGHT DUTY AC TRANSITION, SAND AND SEAL (TYP)
- (G) ASPHALT-CONCRETE PAVEMENT TRANSITION (TYP)
- (H) CONCRETE SIDEWALK (TYP)
- (I) GRAVEL ROAD (TYP)
- (J) 8" FLUSH VERTICAL CURB W/ 4" WIDE STRIPING
- (K) ADA STALL (TYP)
- (L) SIDEWALK RAMP (TYP)
- (M) 4" WIDE, SOLID WHITE THERMOPLASTIC STRIPE (TYP)
- (N) 4" WIDE STRIPING AT 45, 36" O.C. (TYP)
- (O) PIPE BOLLARD (QUANTITIES SHOWN IN PARENTHESES) (SEE ARCHITECTURAL PLANS FOR LOCATIONS)
- (P) STOP BAR (TYP)
- (Q) STOP SIGN PER MUTCD R10-8
- (R) SPEED LIMIT SIGN PER MUTCD R2-1
- (S) TYPE III BARRICADE (TYP)
- (T) SAWCUT AND MATCH EDGE OF EXISTING ASPHALT PAVEMENT SAND AND SEAL (TYP)
- (U) CONCRETE RIBBON DRAIN (SEE DRAINAGE PLAN)
- (V) JERSEY BARRIER (TYP)
- (W) ECOLOGY BLOCK 2'x2'x6" (TYP)
- (X) PLASTIBETON TELECOM TRENCH (TYP) (SEE TELECOM PLANS)
- (Y) STANDARD TO BARRIER CURB TRANSITION

SITE FEATURES (BY OTHERS)

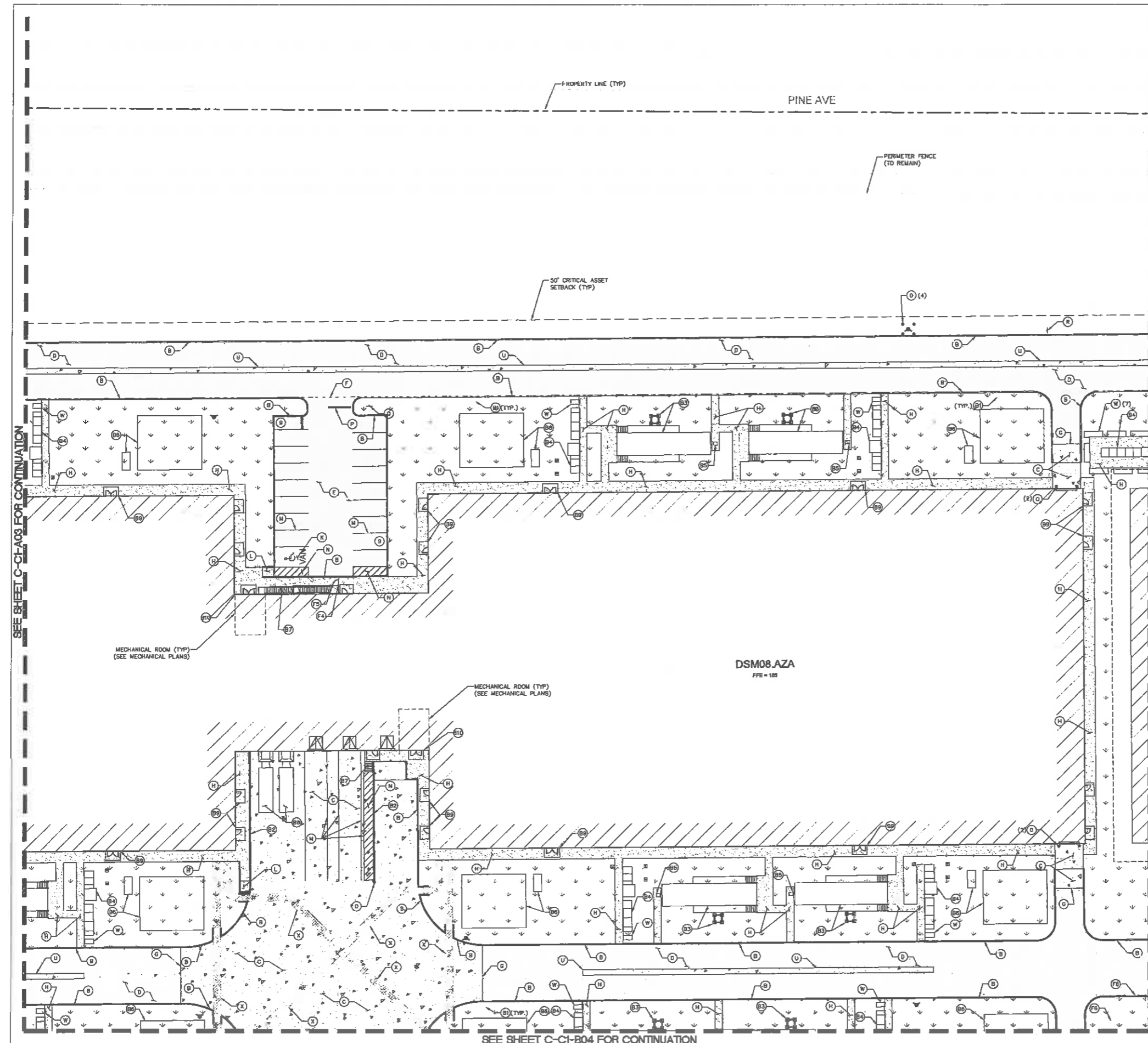
- (1) SITE LIGHTING (SEE ELECTRICAL PLANS)
- (2) CAST IN PLACE CONCRETE WALL (SEE STRUCTURAL PLANS)
- (3) GENERATOR (TYP) (SEE ELECTRICAL PLANS)
- (4) ELECTRICAL EQUIPMENT (TYP) (SEE ELECTRICAL PLANS)
- (5) FUEL PAD (TYP) (SEE STRUCTURAL PLANS)
- (6) PUMP HOUSE/COOLING TOWER (TYP) (SEE ARCHITECTURAL/MECHANICAL PLANS)
- (7) STAIRS (TYP) (SEE ARCHITECTURAL PLANS)
- (8) COMPACTOR (TYP) (SEE ARCHITECTURAL PLANS)
- (9) DOOR STOOP (TYP) (SEE STRUCTURAL PLANS)
- (10) KNIX BOX (TYP) (SEE STRUCTURAL PLANS)

FENCING KEY

- (1) 6' TALL, GALVANIZED CHAIN LINK FENCE (NO BARBED WIRE)
- (2) FENCE SIGNAGE, MAXIMUM SPACING 150', CENTER ON FENCE PANELS. CONTRACTOR TO SUBMIT PROPOSED LOCATIONS TO MICROSOFT SECURITY FOR APPROVAL PRIOR TO INSTALLATION
- (3) 6' TALL CHAIN LINK, DOUBLE SWING GATE, 30' WIDE CLEAR OPENING
- (4) 3' WIDE CHAIN LINK PEDESTRIAN GATE
- (5) KNIX BOX (SEE SECURITY PLANS FOR DETAIL)
- (6) 6' TALL TEMPORARY CHAIN LINK FENCE WITH PIER BLOCKS



CITY OF WEST DES MOINES
 APPROVED BY: _____ DATE: _____



Page Southern Pape, Inc.
450 W. Cass Street, Suite 210
Aurora, IL 60009
Tel: 630.422.8721
Fax: 630.477.3211
www.page.com



**DSM 08
DATA CENTER**
550 SE WHITE CRANE ROAD
WEST DES MOINES, IA 50265

Design Team

Design	L. FURBER / L.S. ANDERSON
Drawn	A. ALBERTSON
Checked	T. ANDERSON
Date	10/28/07
Project	550 SE White Crane Rd., West Des Moines, IA
Sheet No.	C-C1-A05

Approvals

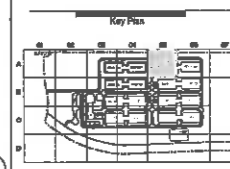
Contractor	
Subcontractor	
Manufacturer	
Supplier	
Inspector	
Permitting Agency	
City/County	

DESIGN TEAM

Project Manager	JASON GRACEY/PAGE
Senior Engineer	STEVE PERCY/PAGE
Engineer	DAVID BROWN/PAGE
Engineer	JOHN CLURE/PAGE
Engineer	JANEY BAXTER/PAGE
Engineer	MIKE ELLERY/PAGE
Engineer	PETE BRITTON/PAGE

Revisions

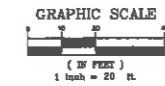
No.	Date	Description
1	2007.07.26	ISSUE FOR PERMITS



Disclaimer
This information is for informational purposes only and is not intended to constitute an offer of insurance or any other financial product. It is not a contract and does not create any contractual relationship between the parties.

**CIVIL
SITE IMPROVEMENTS
PLAN**

C-C1-A05



LEGEND

- PROPERTY LINE
- PROPOSED BUILDING
- PROPOSED CURB
- SECURITY FENCE
- TEMPORARY CHAINLINK FENCE
- PERMANENT CHAINLINK FENCE
- HEAVY DUTY ASPHALT PAVEMENT
- STANDARD DUTY ASPHALT PAVEMENT
- CONCRETE PAVEMENT
- CONCRETE SIDEWALK
- GRAVEL ROAD
- LANDSCAPING
- PIPE BOLLARD
- FIRE HYDRANT
- VEHICULAR DIRECTIONAL SIGN
- ELECTRICAL OVERHEAD FOUNDATION

SITE KEY

- ① CONNECT TO EXISTING CONCRETE CURB, FIELD VERIFY
- ② 6" STANDARD CONCRETE CURB (TYP) (1-2-07)
- ③ CONCRETE PAVEMENT (TYP) (1-2-07)
- ④ HEAVY-DUTY ASPHALT PAVEMENT (TYP) (1-2-07)
- ⑤ LIGHT-DUTY ASPHALT PAVEMENT (TYP) (1-2-07)
- ⑥ HEAVY TO LIGHT DUTY AC TRANSITION, SAND AND SEAL (TYP) (1-2-07)
- ⑦ ASPHALT-CONCRETE PAVEMENT TRANSITION (1-2-07)
- ⑧ CONCRETE SIDEWALK (TYP) (1-2-07)
- ⑨ GRAVEL ROAD (TYP) (1-2-07)
- ⑩ 6" FLUSH VERTICAL CURB W/ 4" WIDE STRIPING (1-2-07)
- ⑪ ADA STALL (TYP) (1-2-07)
- ⑫ SIDEWALK RAMP (TYP) (1-2-07)
- ⑬ 4" WIDE, SOLID WHITE THERMOPLASTIC STRIPS (TYP) (1-2-07)
- ⑭ 4" WIDE STRIPING AT 45', 36" O.C. (TYP) (1-2-07)
- ⑮ PIPE BOLLARD (QUANTITIES SHOWN IN PARENTHESES) (10, 11) (SEE ARCHITECTURAL PLANS FOR LOCATIONS) (1-2-07)
- ⑯ STOP SIGN (TYP) (1-2-07)
- ⑰ STOP SIGN PER MUTCD R10-6 (1-2-07)
- ⑱ SPEED LIMIT SIGN PER MUTCD R2-1 (1-2-07)
- ⑲ TYPE III BARRICADE (TYP) (1-2-07)
- ⑳ SAWCUT AND MATCH EDGE OF EXISTING ASPHALT PAVEMENT SAND AND SEAL (TYP) (1-2-07)
- ㉑ CONCRETE RIBBON DRAIN (SEE DRAINAGE PLAN) (1-2-07)
- ㉒ JERSEY BARRIER (TYP) (1-2-07)
- ㉓ ECOLOGY BLOCK 2'x2'x6" (TYP) (1-2-07)
- ㉔ PLASTIBETON TELECOM TRENCH (TYP) (SEE TELECOM PLANS) (1-2-07)
- ㉕ STANDARD TO BARRIER CURB TRANSITION (1-2-07)

SITE FEATURES (BY OTHERS)

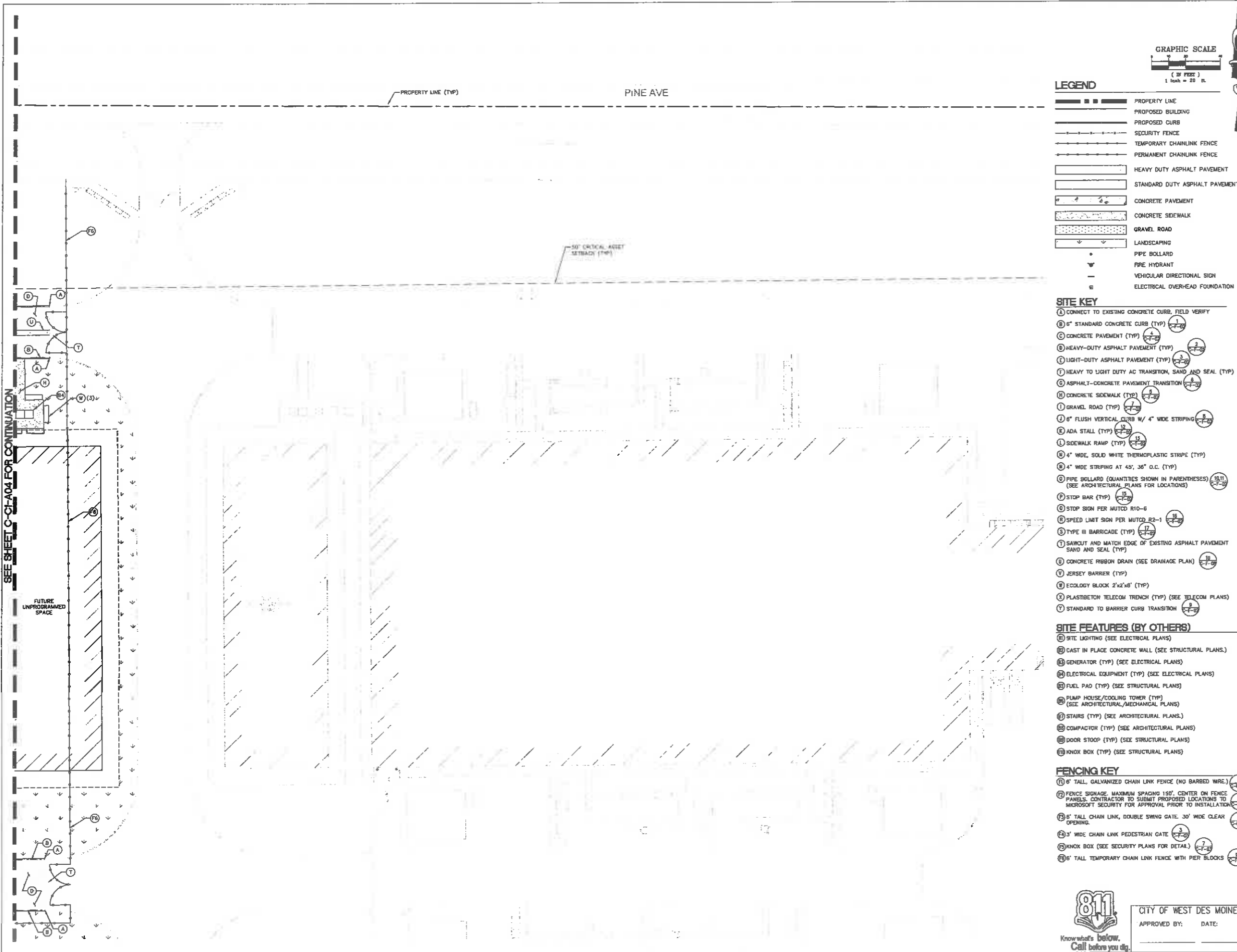
- ① SITE LIGHTING (SEE ELECTRICAL PLANS)
- ② CAST IN PLACE CONCRETE WALL (SEE STRUCTURAL PLANS)
- ③ GENERATOR (TYP) (SEE ELECTRICAL PLANS)
- ④ ELECTRICAL EQUIPMENT (TYP) (SEE ELECTRICAL PLANS)
- ⑤ FUEL PAD (TYP) (SEE STRUCTURAL PLANS)
- ⑥ PUMP HOUSE/COOLING TOWER (TYP) (SEE ARCHITECTURAL/MECHANICAL PLANS)
- ⑦ STAIRS (TYP) (SEE ARCHITECTURAL PLANS)
- ⑧ COMPACTOR (TYP) (SEE ARCHITECTURAL PLANS)
- ⑨ DOOR STOOP (TYP) (SEE ARCHITECTURAL PLANS)
- ⑩ KNOX BOX (TYP) (SEE STRUCTURAL PLANS)

FENCING KEY

- ① 4' TALL, GALVANIZED CHAIN LINK FENCE (NO BARBED WIRE.) (1-2-07)
- ② FENCE SIGNAGE, MAXIMUM SPACING 150'. CENTER ON FENCE PANELS. CONTRACTOR TO SUBMIT PROPOSED LOCATIONS TO MICROSOFT SECURITY FOR APPROVAL PRIOR TO INSTALLATION. (1-2-07)
- ③ 6' TALL CHAIN LINK, DOUBLE SWING GATE, 30' WIDE CLEAR OPENING. (1-2-07)
- ④ 3' WIDE CHAIN LINK PEDESTRIAN GATE (1-2-07)
- ⑤ KNOX BOX (SEE SECURITY PLANS FOR DETAIL.) (1-2-07)
- ⑥ 6' TALL TEMPORARY CHAIN LINK FENCE WITH PIER BLOCKS (1-2-07)



CITY OF WEST DES MOINES
APPROVED BY: _____ DATE: _____



SEE SHEET C-C1-A04 FOR CONTINUATION

FUTURE UNPROGRAMMED SPACE

50' CRITICAL ASSET SETBACK (TYP)

SEE SHEET C-C1-A03 FOR CONTINUATION

Page/

Page Southern Page, Inc.
400 W. Corner Chicago Street 7th Floor
Austin, TX 78701
Tel: 512.427.8721
Fax: 512.477.8211
Microsoft Project Management Systems/Consultants
Austin | Dallas | Denver | Houston, Washington DC | International Affairs Offices



Microsoft

**DSM 08
DATA CENTER**
550 SE WHITE CRANE ROAD
WEST DES MOINES, IA 50265

Design Team

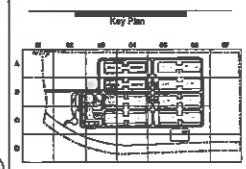
Design	L. PALMER / L. ALLEN
Drawn	L. ALLEN
Checked	L. ALLEN
Date	10 SEP 2008 10:00 AM
Project Name	550 SE WHITE CRANE ROAD
Map Sheet No.	7.1000

Approvals

Client	MICROSOFT
Project Manager	PETER WANSER
Design Manager	STEVE WISAL
Site Manager	STEVE WISAL
Site Engineer	ANDREW TAYLOR
Site Inspector	ERIC YANEZ
Site	ROCK HILL

Site Design Lead	JANIS GRANT/PAGE
Site Engineer	STEVE WISAL
Site Inspector	ANDREW TAYLOR
Site Manager	ERIC YANEZ
Site	ROCK HILL

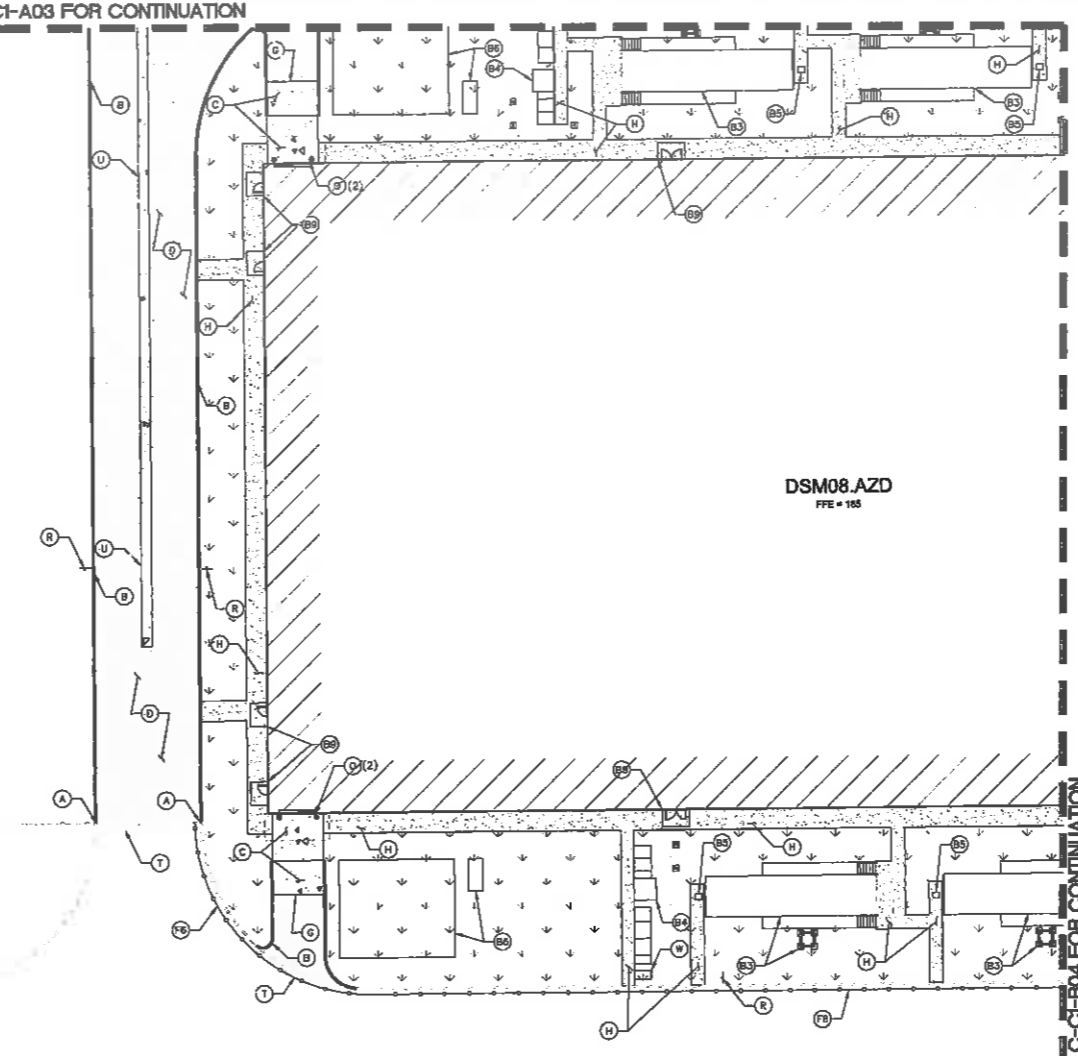
Revisions		
No.	Date	Description
1	20 SEP 2008	100% PD



811
Know what's below.
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CITY OF WEST DES MOINES
APPROVED BY: _____ DATE: _____

**CIVIL
SITE IMPROVEMENTS
PLAN**
C-C1-B03



DSM08.AZD
FFE # 185

LEGEND

- PROPERTY LINE
- PROPOSED BUILDING
- PROPOSED CURB
- SECURITY FENCE
- TEMPORARY CHAINLINK FENCE
- PERMANENT CHAINLINK FENCE
- HEAVY DUTY ASPHALT PAVEMENT
- STANDARD DUTY ASPHALT PAVEMENT
- CONCRETE PAVEMENT
- CONCRETE SIDEWALK
- GRAVEL ROAD
- LANDSCAPING
- PIPE BOLLARD
- FIRE HYDRANT
- VEHICULAR DIRECTIONAL SIGN
- ELECTRICAL OVERHEAD FOUNDATION

SITE KEY

- ① CONNECT TO EXISTING CONCRETE CURB, FIELD VERIFY
- ② 6" STANDARD CONCRETE CURB (TYP) 1/2-0
- ③ CONCRETE PAVEMENT (TYP) 1/2-0
- ④ HEAVY-DUTY ASPHALT PAVEMENT (TYP) 1/2-0
- ⑤ LIGHT-DUTY ASPHALT PAVEMENT (TYP) 1/2-0
- ⑥ HEAVY TO LIGHT DUTY AC TRANSITION, SAND AND SEAL (TYP) 1/2-0
- ⑦ ASPHALT-CONCRETE PAVEMENT TRANSITION 1/2-0
- ⑧ CONCRETE SIDEWALK (TYP) 1/2-0
- ⑨ GRAVEL ROAD (TYP) 1/2-0
- ⑩ 6" FLUSH VERTICAL CURB W/ 4" WIDE STRIPING 1/2-0
- ⑪ ADA STALL (TYP) 1/2-0
- ⑫ SIDEWALK RAMP (TYP) 1/2-0
- ⑬ 4" WIDE, SOLID WHITE THERMOPLASTIC STRIPE (TYP) 1/2-0
- ⑭ 4" WIDE STRIPING AT 45°, 36" D.C. (TYP) 1/2-0
- ⑮ PIPE BOLLARD (QUANTITIES SHOWN IN PARENTHESES) (SEE ARCHITECTURAL PLANS FOR LOCATIONS) 10,11
- ⑯ STOP BAR (TYP) 1/2-0
- ⑰ STOP SIGN PER MUTCD R10-6 1/2-0
- ⑱ SPEED LIMIT SIGN PER MUTCD R2-1 1/2-0
- ⑲ TYPE III BARRICADE (TYP) 1/2-0
- ⑳ SAWCUT AND MATCH EDGE OF EXISTING ASPHALT PAVEMENT SAND AND SEAL (TYP) 1/2-0
- ㉑ CONCRETE RIBBON DRAIN (SEE DRAINAGE PLAN) 1/2-0
- ㉒ JERSEY BARRIER (TYP) 1/2-0
- ㉓ ECOLOGY BLOCK 2'x2'x6" (TYP) 1/2-0
- ㉔ PLASTIBETON TELECOM TRENCH (TYP) (SEE TELECOM PLANS) 1/2-0
- ㉕ STANDARD TO BARRIER CURB TRANSITION 1/2-0

SITE FEATURES (BY OTHERS)

- ㉖ SITE LIGHTING (SEE ELECTRICAL PLANS)
- ㉗ CAST IN PLACE CONCRETE WALL (SEE STRUCTURAL PLANS.)
- ㉘ GENERATOR (TYP) (SEE ELECTRICAL PLANS)
- ㉙ ELECTRICAL EQUIPMENT (TYP) (SEE ELECTRICAL PLANS)
- ㉚ FUEL PAD (TYP) (SEE STRUCTURAL PLANS)
- ㉛ PUMP HOUSE/COOLING TOWER (TYP) (SEE ARCHITECTURAL/MECHANICAL PLANS)
- ㉜ STAIRS (TYP) (SEE ARCHITECTURAL PLANS.)
- ㉝ COMPACTOR (TYP) (SEE ARCHITECTURAL PLANS)
- ㉞ DOOR STOOP (TYP) (SEE STRUCTURAL PLANS)
- ㉟ KNOX BOX (TYP) (SEE STRUCTURAL PLANS)

FENCING KEY

- ① 6' TALL, GALVANIZED CHAIN LINK FENCE (NO BARBED WIRE.) 1/2-0
- ② FENCE SIGNAGE, MAXIMUM SPACING 150' CENTER ON FENCE PANELS. CONTRACTOR TO SUBMIT PROPOSED LOCATIONS TO MICROSOFT SECURITY FOR APPROVAL PRIOR TO INSTALLATION. 1/2-0
- ③ 6' TALL CHAIN LINK, DOUBLE SWING GATE, 30' WIDE CLEAR OPENING. 1/2-0
- ④ 3' WIDE CHAIN LINK PEDESTRIAN GATE 1/2-0
- ⑤ KNOX BOX (SEE SECURITY PLANS FOR DETAIL) 1/2-0
- ⑥ 6' TALL TEMPORARY CHAIN LINK FENCE WITH PIER BLOCKS 1/2-0



CITY OF WEST DES MOINES
APPROVED BY: _____ DATE: _____

**CIVIL
SITE IMPROVEMENTS
PLAN**
C-C1-B03

Page Architectural Plans, Inc.
 420 W. Center Street, 15th Floor
 Austin, TX 78701
 (512) 477-8721
 Fax: (512) 477-3211
 Architecture/Engineering Programs include:
 Austin/Cedar/Rivers/Houston/Washington DC/
 International Offices



**DSM 08
 DATA CENTER**
 550 SE WHITE CRANE ROAD
 WEST DES MOINES, IA 50265

Design Team

Design	L. FISHER, J. HARRIS
Draw	J. HARRIS
Check	J. HARRIS
Date	10/20/08
Project No.	08-00000001
Revision No.	00000001
Scale	AS SHOWN

Approvals

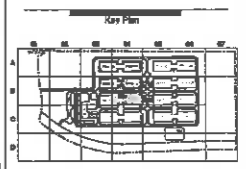
Client	MICROSOFT
Client Representative	PETER VANDEA
Client Representative Title	VICE PRES.
Client Representative Signature	STEVE STERNBY
Client Representative Title	MANAGER
Client Representative Signature	ANDREW TAYLOR
Client Representative Title	VICE PRES.

Design Team

Design	JASON ORNSTEIN
Design Title	SENIOR DESIGNER
Design Signature	BRITAN HYNDOPOLPAGE
Design Title	DESIGNER
Design Signature	STEVE FISCHER
Design Title	DESIGNER
Design Signature	DANIEL BROWN
Design Title	DESIGNER
Design Signature	CAMERON MADON
Design Title	DESIGNER
Design Signature	JOHN CHURCH
Design Title	DESIGNER
Design Signature	AMY BAXTER
Design Title	DESIGNER
Design Signature	MATE ELLIOTT
Design Title	DESIGNER
Design Signature	PETE BREITZBERG
Design Title	DESIGNER

Revisions

No.	Date	Description
1	2008.09.24	ISSUE FOR PERMITS



Sheet Title: CIVIL SITE IMPROVEMENTS PLAN

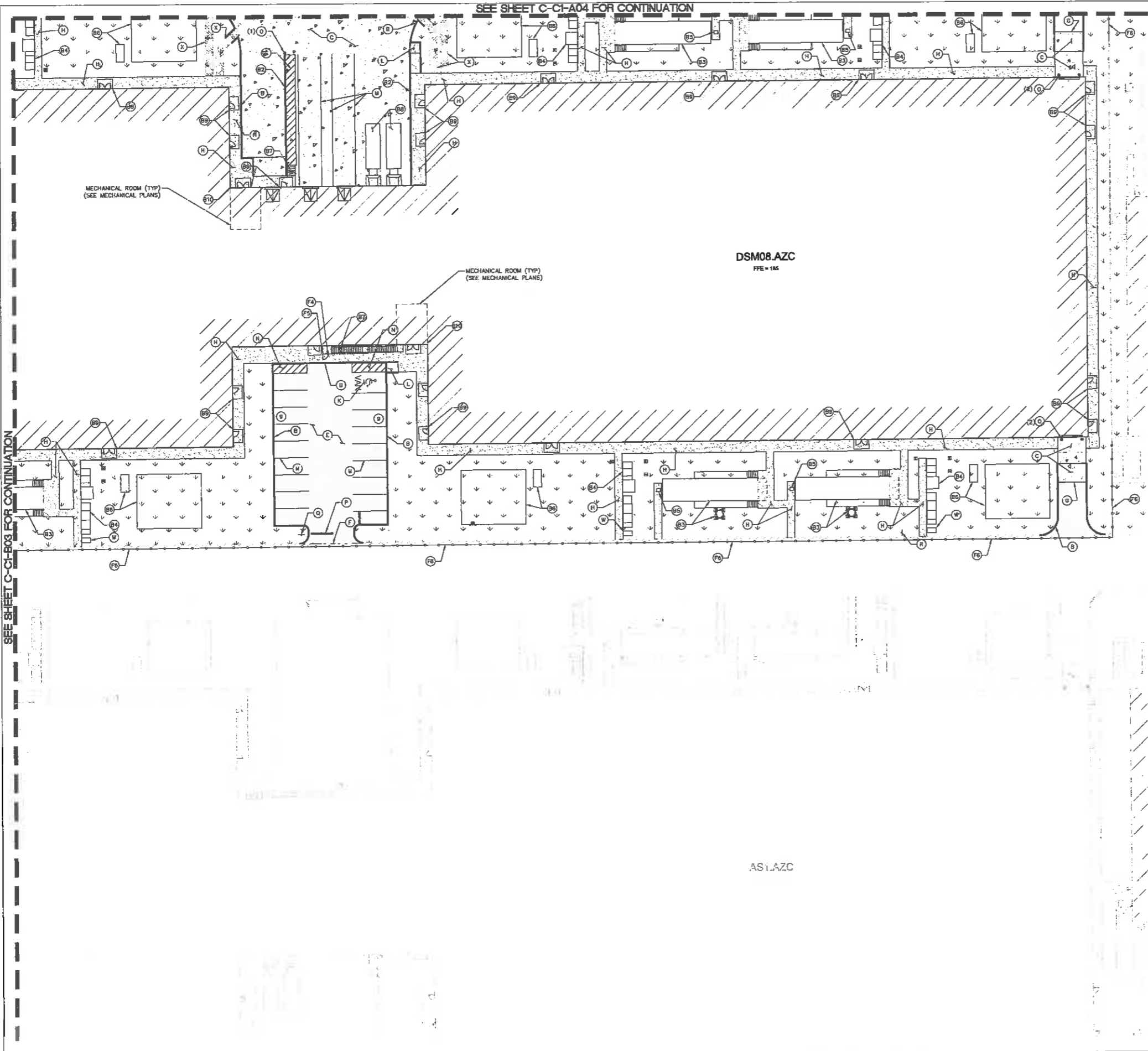
**CIVIL
 SITE IMPROVEMENTS
 PLAN**

CITY OF WEST DES MOINES
 APPROVED BY: _____ DATE: _____

Sheet Title: CIVIL SITE IMPROVEMENTS PLAN

C-C-1-B04

SEE SHEET C-CI-A04 FOR CONTINUATION



LEGEND

- PROPERTY LINE
- PROPOSED BUILDING
- PROPOSED CURB
- SECURITY FENCE
- TEMPORARY CHAINLINK FENCE
- PERMANENT CHAINLINK FENCE
- HEAVY DUTY ASPHALT PAVEMENT
- STANDARD DUTY ASPHALT PAVEMENT
- CONCRETE PAVEMENT
- CONCRETE SIDEWALK
- GRAVEL ROAD
- LANDSCAPING
- PIPE BOLLARD
- FIRE HYDRANT
- VEHICULAR DIRECTIONAL SIGN

SITE KEY

- 1 CONNECT TO EXISTING CONCRETE CURB, FIELD VERIFY
- 2 6" STANDARD CONCRETE CURB (TYP) 1/2-08
- 3 CONCRETE PAVEMENT (TYP) 1/2-08
- 4 HEAVY-DUTY ASPHALT PAVEMENT (TYP) 2/2-08
- 5 LIGHT-DUTY ASPHALT PAVEMENT (TYP) 2/2-08
- 6 HEAVY TO LIGHT DUTY AC TRANSITION, SAND AND SEAL (TYP) 2/2-08
- 7 ASPHALT-CONCRETE PAVEMENT TRANSITION 2/2-08
- 8 CONCRETE SIDEWALK (TYP) 2/2-08
- 9 GRAVEL ROAD (TYP) 2/2-08
- 10 6" FLUSH VERTICAL CURB W/ 4" WIDE STRIPING 1/2-08
- 11 ADA STALL (TYP) 1/2-08
- 12 SIDEWALK RAMP (TYP) 2/2-08
- 13 4" WIDE, SOLID WHITE THERMOPLASTIC STRIPE (TYP) 1/2-08
- 14 4" WIDE STRIPING AT 45°, 36" O.C. (TYP) 1/2-08
- 15 PIPE BOLLARD (QUANTITIES SHOWN IN PARENTHESES) (SEE ARCHITECTURAL PLANS FOR LOCATIONS) 10/1
- 16 STOP BAR (TYP) 1/2-08
- 17 STOP SIGN PER MUTCD R10-8 1/2-08
- 18 SPEED LIMIT SIGN PER MUTCD R2-1 1/2-08
- 19 TYPE II BARRICADE (TYP) 1/2-08
- 20 SAWCUT AND MATCH EDGE OF EXISTING ASPHALT PAVEMENT SAND AND SEAL (TYP) 1/2-08
- 21 CONCRETE RIBBON DRAIN (SEE DRAINAGE PLAN) 1/2-08
- 22 JERSEY BARRIER (TYP) 1/2-08
- 23 ECOLOGY BLOCK 2'x2'x8" (TYP) 1/2-08
- 24 PLASTIBETON TELECOM TRENCH (TYP) (SEE TELECOM PLANS) 1/2-08
- 25 STANDARD TO BARRIER CURB TRANSITION 2/2-08

SITE FEATURES (BY OTHERS)

- 26 SITE LIGHTING (SEE ELECTRICAL PLANS)
- 27 CAST IN PLACE CONCRETE WALL (SEE STRUCTURAL PLANS.)
- 28 GENERATOR (TYP) (SEE ELECTRICAL PLANS)
- 29 ELECTRICAL EQUIPMENT (TYP) (SEE ELECTRICAL PLANS)
- 30 FUEL PAD (TYP) (SEE STRUCTURAL PLANS)
- 31 PUMP HOUSE/COOLING TOWER (TYP) (SEE ARCHITECTURAL/MECHANICAL PLANS)
- 32 STAIRS (TYP) (SEE ARCHITECTURAL PLANS.)
- 33 COMPACTOR (TYP) (SEE ARCHITECTURAL PLANS)
- 34 DOOR STOOP (TYP) (SEE STRUCTURAL PLANS)
- 35 KNOX BOX (TYP) (SEE STRUCTURAL PLANS)

FENCING KEY

- 36 6' TALL, GALVANIZED CHAIN LINK FENCE (NO BARBED WIRE) 5/2-08
- 37 FENCE SIGNAGE: MAXIMUM SPACING 150', CENTER ON FENCE PANELS. CONTRACTOR TO SUBMIT PROPOSED LOCATIONS TO MICROSOFT SECURITY FOR APPROVAL PRIOR TO INSTALLATION. 5/2-08
- 38 6' TALL CHAIN LINK, DOUBLE SWING GATE. 30' WIDE CLEAR OPENING. 5/2-08
- 39 4' WIDE CHAIN LINK PEDESTRIAN GATE 5/2-08
- 40 KNOX BOX (SEE SECURITY PLANS FOR DETAIL) 5/2-08
- 41 6' TALL TEMPORARY CHAIN LINK FENCE WITH PIER BLOCKS 5/2-08

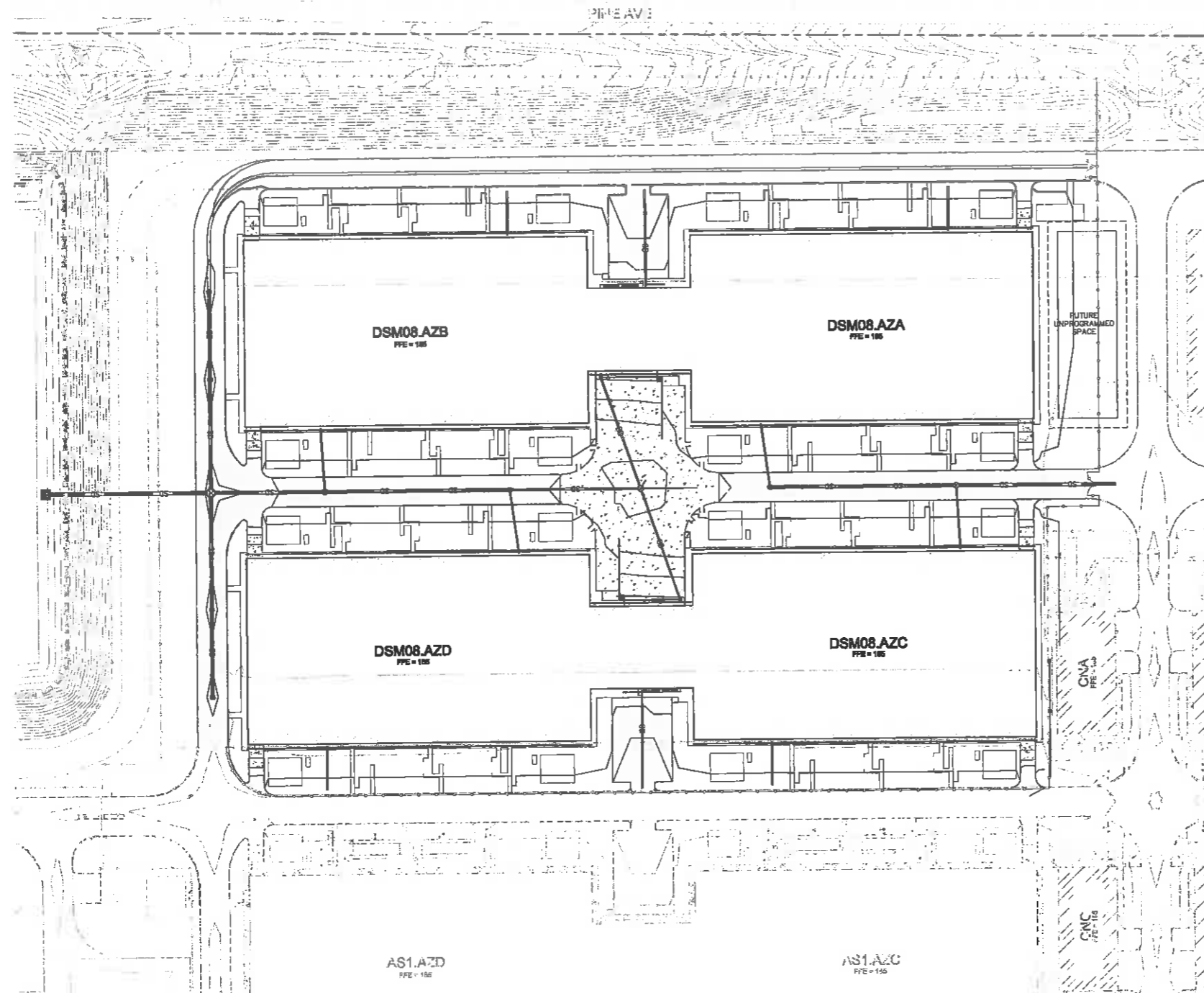


CITY OF WEST DES MOINES
 APPROVED BY: _____ DATE: _____

SEE SHEET C-CI-B03 FOR CONTINUATION

DSM08.AZC
 FFE = 145

ASi.AZC



GRADING NOTES

1. THE SPOT ELEVATIONS INDICATED ON THIS PLAN REPRESENT THE DESIGN TOP OF PAVEMENT, UNLESS OTHERWISE NOTED.
2. CONTRACTOR IS RESPONSIBLE FOR DEMOLITION OF EXISTING STRUCTURES INCLUDING REMOVAL OF ANY EXISTING UTILITIES SERVING THE STRUCTURE. UTILITIES ARE TO BE REMOVED TO THE RIGHT-OF-WAY.
3. CONTRACTOR SHALL APPLY STABILIZATION FABRIC TO ALL SLOPES 3H:1V OR STEEPER. CONTRACTOR SHALL STABILIZE DISTURBED AREAS IN ACCORDANCE WITH LOCAL SPECIFICATIONS.
4. ALL CUT AND FILL SLOPES SHALL BE CONSTRUCTED PER THE UBC CODE AND APPLICABLE LOCAL REGULATION. ALL CUT AND FILL SLOPES SHALL BE 2:1 OR FLATZER UNLESS OTHERWISE NOTED.
5. CONTRACTOR SHALL ASSURE POSITIVE DRAINAGE AWAY FROM BUILDINGS FOR ALL NATURAL AND PAVED AREAS AND SHALL GRADE ALL AREAS TO PRECLUDE PONDING OF WATER.
6. ALL POLLUTANTS OTHER THAN SEDIMENT ON-SITE DURING CONSTRUCTION SHALL BE HANDLED AND DISPOSED OF IN A MANNER THAT DOES NOT CAUSE CONTAMINATION OF STORMWATER. THE CONTRACTOR SHALL ADHERE TO ALL TERMS AND CONDITIONS AS OUTLINED IN THE GENERAL N.P.D.E.S. PERMIT FOR STORMWATER DISCHARGE ASSOCIATED WITH CONSTRUCTION ACTIVITIES.
7. PROPERTIES AND WATERWAYS DOWNSTREAM OF THE SITE SHALL BE PROTECTED FROM EROSION DUE TO INCREASES IN THE VOLUME, VELOCITY AND PEAK FLOW RATE OF STORMWATER RUNOFF FROM PROJECT SITE.
8. CONSTRUCTION SHALL COMPLY WITH ALL APPLICABLE GOVERNING CODES.
9. CONTRACTOR TO REMOVE UNSUITABLE SOILS LOCATED WITHIN THE BUILDINGS SPLAY LINE OF THE FOOTINGS.
10. FOR BOUNDARY AND TOPOGRAPHIC INFORMATION REFER TO PROJECT SURVEY

STORM DRAINAGE NOTES

1. EXISTING DRAINAGE STRUCTURES TO BE INSPECTED AND REPAIRED AS NEEDED, AND EXISTING PIPES TO BE CLEANED OUT TO REMOVE ALL SILT AND DEBRIS. PLEASE REFER TO OPERATIONS AND MAINTENANCE GUIDELINES WITHIN STORM DRAINAGE ANALYSIS.
2. IF ANY EXISTING STRUCTURES TO REMAIN ARE DAMAGED DURING CONSTRUCTION IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO REPAIR AND/OR REPLACE THE EXISTING STRUCTURE AS NECESSARY TO RETURN IT TO EXISTING CONDITIONS OR BETTER.
3. STORM DRAINAGE PIPE WITH LESS THAN 2'-3" COVER SHALL BE CLASS IV REINFORCED CONCRETE PIPE, OR APPROVED EQUAL TO SUSTAIN H-20 LOADING.
4. ALL ON-SITE STORM DRAINAGE PIPE SHALL BE SMOOTH WALLED INTERIOR, MANUFACTURER'S VERIFICATION OF MANNING'S ROUGHNESS COEFFICIENT N=0.012 OR LESS.
5. PRECAST STRUCTURES MAY BE USED AT CONTRACTOR'S OPTION.
6. CATCH BASIN INLET PROTECTION / EROSION CONTROL TO BE USED FOR ALL NEW INLETS.
7. ALL STORM PIPE ENTERING STRUCTURES SHALL BE GROUDED TO ASSURE CONNECTION AT STRUCTURE IS WATERTIGHT.
8. ALL STORM STRUCTURES SHALL HAVE A SMOOTH UNIFORM POURED MORTAR CHANNEL FROM INVERT IN TO INVERT OUT, UNLESS OTHERWISE SHOWN IN THE CATCH BASIN DETAIL.
9. PERMANENT SITE CONVEYENCE STRUCTURES TO BE DESIGNED AND SPECIFIED DURING SITE PLAN APPROVAL.
10. CONTRACTOR TO FIELD VERIFY IE'S FOR ALL STUBS PROVIDED UNDER DSM08 CONTRACT AND INFORM ENGINEER WHETHER AS-BUILT CONDITIONS DIFFER FROM DESIGN ELEVATIONS.

ARCHEOLOGICAL NOTE

SHOULD ANY ARCHEOLOGICAL DEPOSITS BE FOUND ON-SITE, GRADING SHOULD STOP AND THE ENGINEER OF RECORD SHOULD BE CONTACTED BEFORE FURTHER EARTH MOVING ACTIVITIES TAKE PLACE.

Page/

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ARCHITECTURE / ENGINEERING / SURVEYING / CONSULTING
Austin / Dallas / Denver / Houston, Washington DC / International Affiliates Offices

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Microsoft

**DSM 08
DATA CENTER**
550 SE WHITE CRANE ROAD
WEST DES MOINES, IA 50265

Design Team

Owner	L. FISHER / LALORSHAW
Architect	A. ALBERTSON
Engineer	T. DUBREUIL
Date	10 SEPTEMBER 2011
Project No.	100000000
Sheet No.	7/2000

Approvals

DESIGNER	MICROSOFT	DATE
Checked/Reviewed/Engineer	PETER WAGNER	DATE
Project Code Engineer	ERIC BOAL	
Checked/Reviewed/Engineer	STEVE STERNIK	
Project Manager	ANDREW TAYLOR	
Survey Manager	ERIC YARLES	
City	BOB HASE	
	DESIGN TEAM	
City Design Lead	JASON GILBERT/PAGE	
Architectural Lead	RYAN HUYGHEBOER/PAGE	
Civil Engineering Lead	STEVE PESCH/PACLAND	
Structural Engineering Lead	DAVID BROWN/P2B	
Water Resources Engineering Lead	CAMERON BROWN/PAGE	
Site Planning Lead	JOBIN CLARKE/PAGE	
Site Control Lead	JACQ SANTI/PAGE	
Utility Lead	JANE ELLIS/PAGE/BO	
Surveying Lead	PETE BRISTZIS/BO	

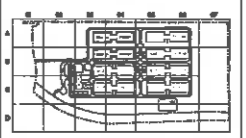
Revisions

No.	Date	Description
1	2011.07.24	ISSUE FOR

Registration



Key Plan



Sheet Title Number
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**CIVIL
SITE GRADING AND
DRAINAGE PLAN
OVERALL**

C-D1-01



CITY OF WEST DES MOINES
APPROVED BY: _____ DATE: _____

Page/Professional Page, Inc.
421 W. Cedar Street 5th Floor
Des Moines, IA 50319
Tel: 515 281 8721
Fax: 515 281 3211



Microsoft

DSM 08 DATA CENTER

550 SE WHITE CRANE ROAD
WEST DES MOINES, IA 50265

Design Team

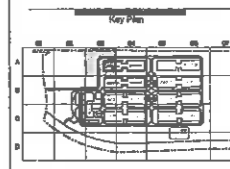
Owner	Microsoft
Architect	Page/Professional Page, Inc.
Engineer	Paul Jeffrey Manger
Surveyor	Steve Hays
Grading	Steve Hays
Stormwater	Steve Hays
Site Plan	Steve Hays

Approvals

City Engineer	Steve Hays
City Planner	Steve Hays
City Council	Steve Hays
City Manager	Steve Hays
City Clerk	Steve Hays
City Attorney	Steve Hays
City Auditor	Steve Hays
City Treasurer	Steve Hays
City Public Works Director	Steve Hays
City Police Chief	Steve Hays
City Fire Chief	Steve Hays
City Public Health Director	Steve Hays
City Parks and Recreation Director	Steve Hays
City Housing Director	Steve Hays
City Transportation Director	Steve Hays
City Utilities Director	Steve Hays
City Information Systems Director	Steve Hays
City Human Resources Director	Steve Hays
City Finance Director	Steve Hays
City Legal Services Director	Steve Hays
City Office of the Mayor	Steve Hays
City Office of the City Clerk	Steve Hays
City Office of the City Auditor	Steve Hays
City Office of the City Treasurer	Steve Hays
City Office of the City Public Works Director	Steve Hays
City Office of the City Police Chief	Steve Hays
City Office of the City Fire Chief	Steve Hays
City Office of the City Public Health Director	Steve Hays
City Office of the City Parks and Recreation Director	Steve Hays
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City Office of the City Legal Services Director	Steve Hays

Revisions

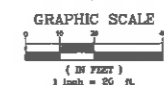
No.	Rev.	By	Date
1	1	SM/STH	10/15/08



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CIVIL FINISHED GRADING PLAN

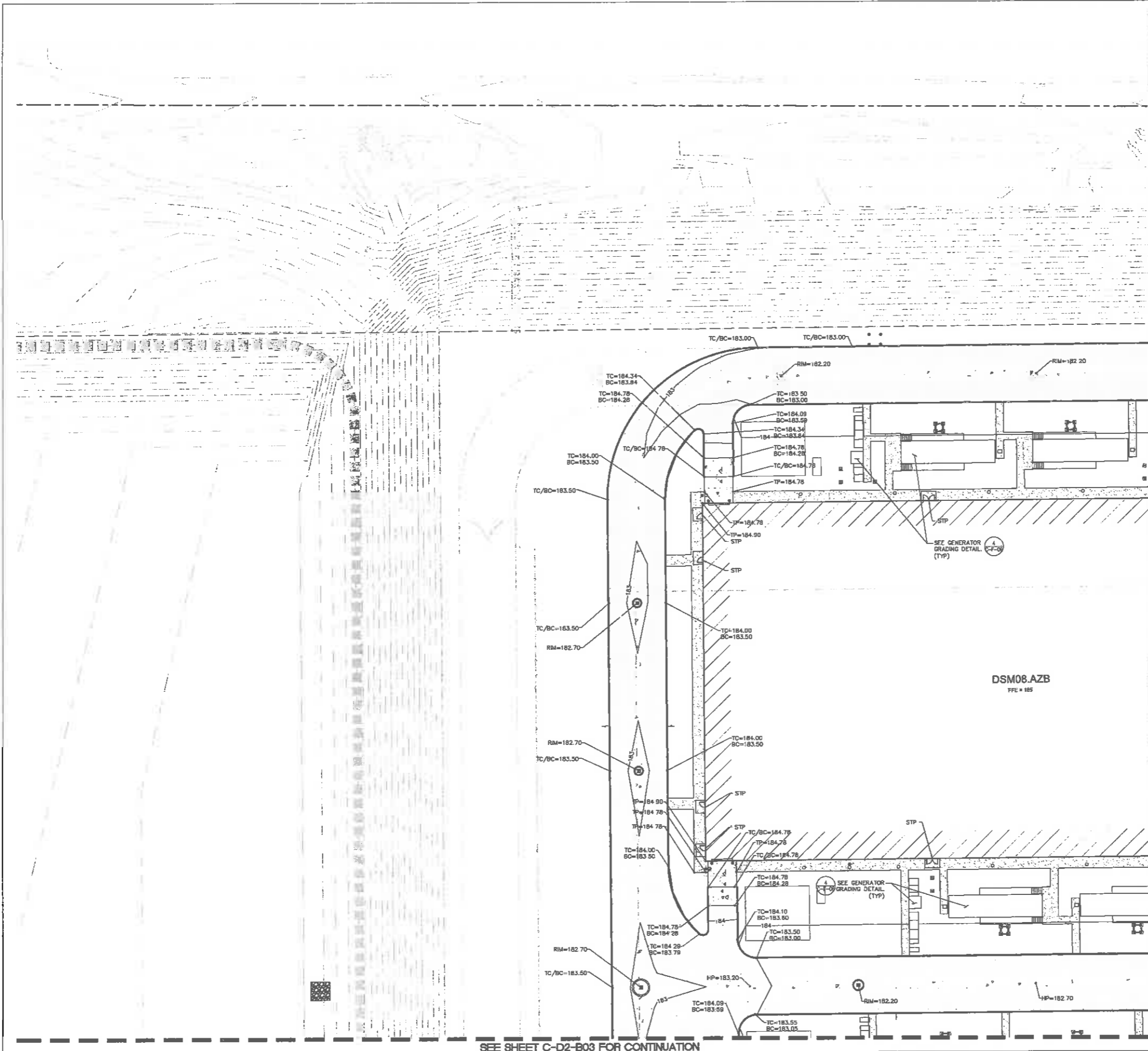
CITY OF WEST DES MOINES
APPROVED BY: _____ DATE: _____
C-D2-A03



LEGEND

---	PROPERTY LINE
▭	PROPOSED BUILDING
○	RECTANGULAR AREA INTAKE
○	CLEANOUT/WYE TO BUILDING SERVICE
○	SUDAS CIRCULAR STORM SEWER MANHOLE
○	SUDAS SW-403 AND SW-404 RECTANGULAR BASE STORM SEWER MANHOLE
□	AREA DRAIN
○	SEWER MANHOLE
●	GROUND SPOT
○	TOP OF PAVEMENT
○	TOP OF CURB
○	BOTTOM OF FACE OF CURB
○	TOP OF WALL
○	BOTTOM OF WALL
○	EXISTING GROUND
○	TOP OF PAD ELEVATION
○	TOP OF CLEANOUT
○	RIM ELEVATION
○	HIGH POINT
○	DOOR STOOP

- NOTE:**
- STORM CATCH BASIN RIMS SHOWN IN FUTURE DEVELOPMENT AREAS ARE 6" LOWER THAN FINAL RIM ELEVATIONS.
 - SEE DETAIL 8, 9, 10 ON SHEET C-F-03 FOR DETAILED GRADING AT PEDESTRIAN DOORS.
 - SEE DETAIL 7 ON SHEET C-F-08 FOR LOADING DOCK TRENCH DRAIN SECTION.



SEE SHEET C-D2-B03 FOR CONTINUATION

SEE SHEET C-D2-A01 FOR CONTINUATION



DSM 08 DATA CENTER 550 SE WHITE CRANE ROAD WEST DES MOINES, IA 50265

Design Team

Owner	L. P. HARRIS & ASSOCIATES
Architect	L. P. HARRIS & ASSOCIATES
Contractor	L. P. HARRIS & ASSOCIATES
City	CITY OF WEST DES MOINES
Project No.	1000000000
Scale	AS SHOWN

Approvals

City Engineer	MICROSOFT
City Engineer	PETE WATZKE
City Engineer	ERIC YANKE
City Engineer	ANDREW TAYLOR
City Engineer	ERIC YANKE
City Engineer	ROCKWELL

Legend

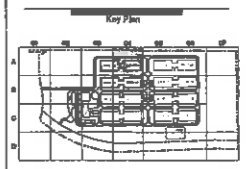
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---	PROPOSED BUILDING
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○	CLEANOUT/WYE TO BUILDING SERVICE
○	SUDAS CIRCULAR STORM SEWER MANHOLE
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○	TOP OF CLEANOUT
○	RIM ELEVATION
○	HIGH POINT
○	DOOR STOOP

LEGEND

NOTE:

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- SEE DETAIL 7 ON SHEET C-F-08 FOR LOADING DOCK TRENCH DRAIN SECTION.

REGISTRATION

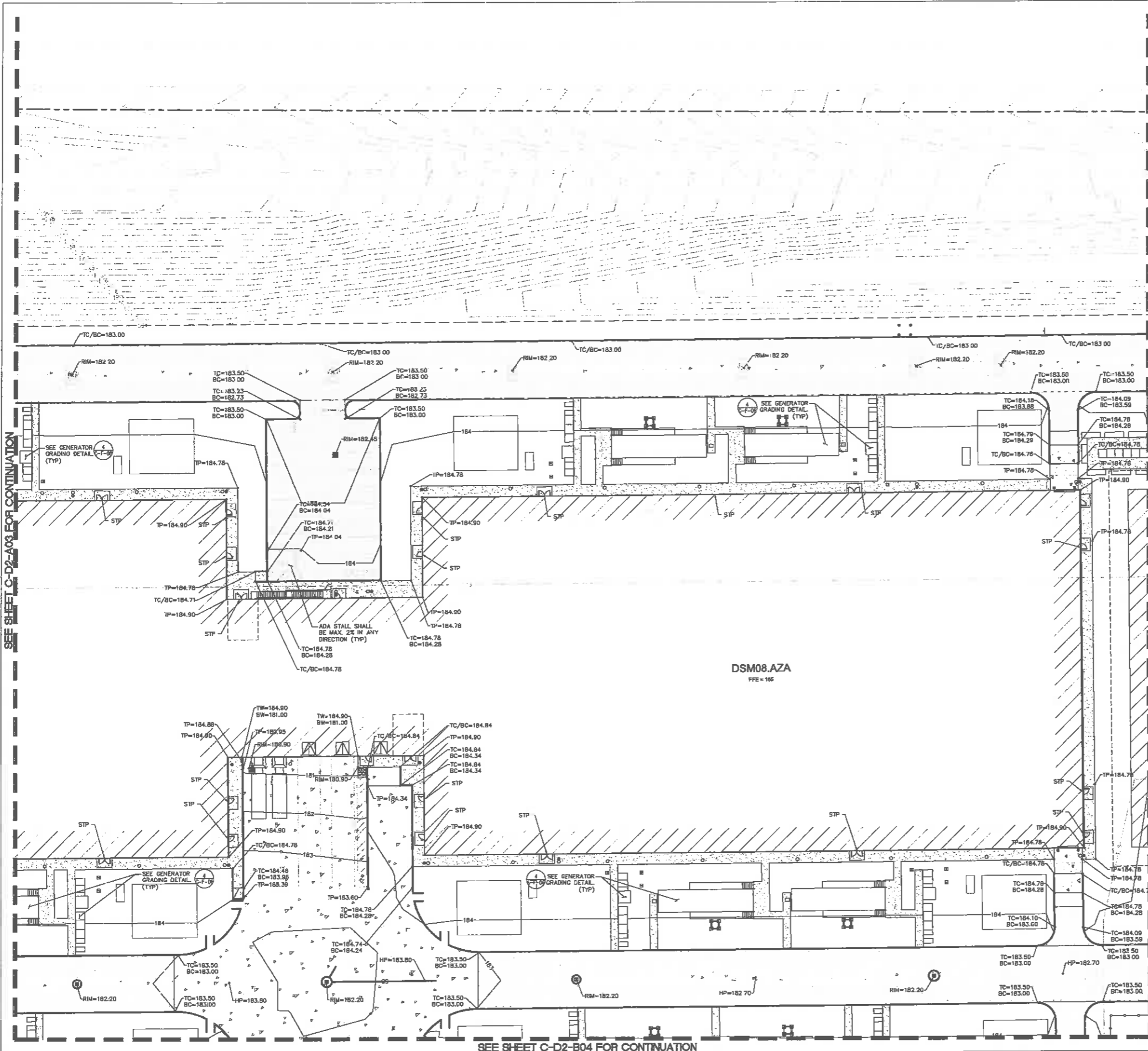
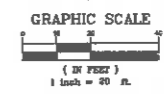


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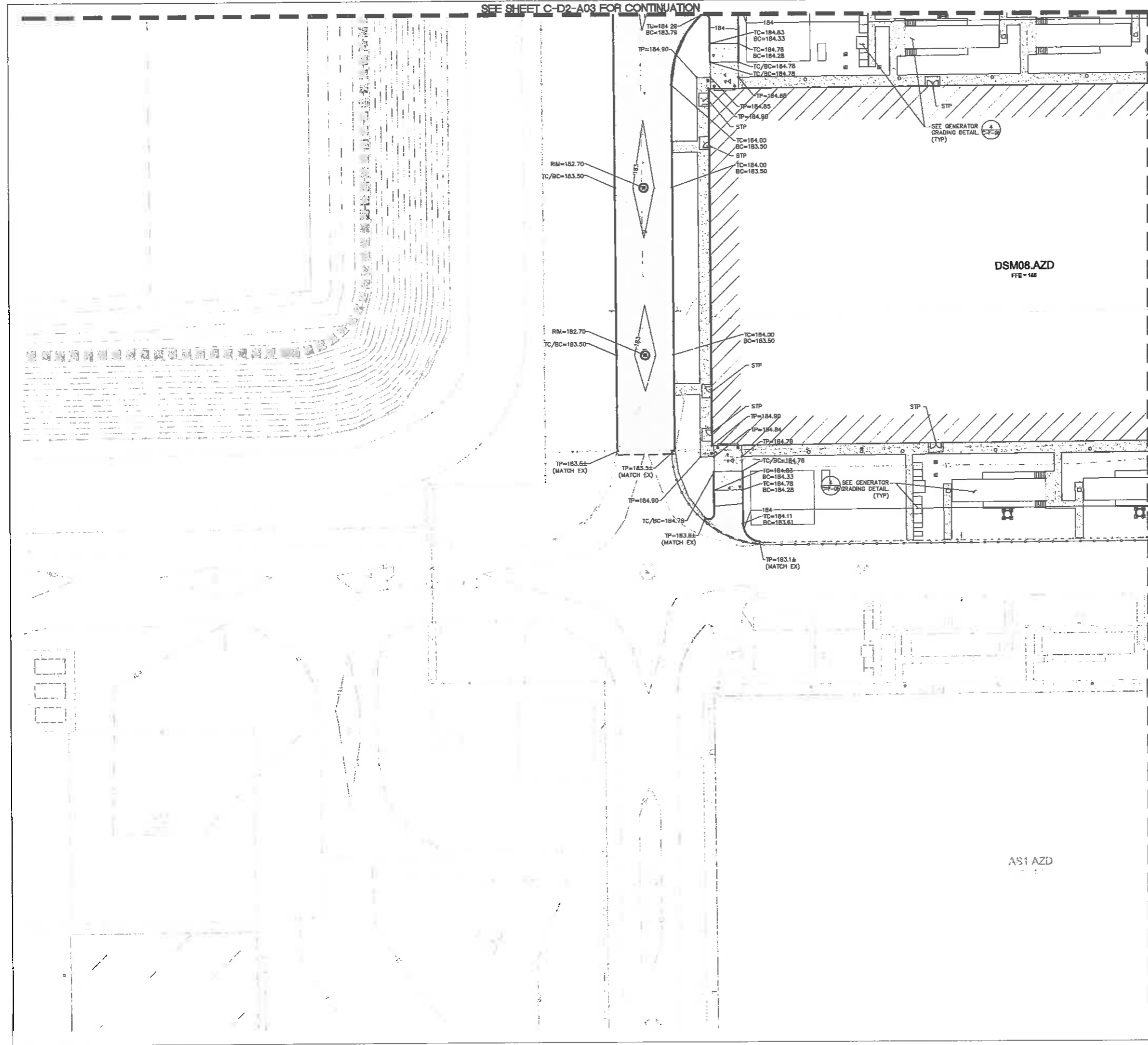
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SEE SHEET C-D2-B04 FOR CONTINUATION



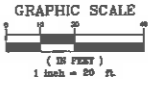
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FFE = 166

AS1 AZD



LEGEND

---	PROPERTY LINE
▬	PROPOSED BUILDING
□	RECTANGULAR AREA INTAKE
○	CLEANOUT/WYE TO BUILDING SERVICE
⊙	SUDAS CIRCULAR STORM SEWER MANHOLE
⊞	SUDAS SW-403 AND SW-404 RECTANGULAR BASE STORM SEWER MANHOLE
□	AREA DRAIN
⊙	SEWER MANHOLE
○	GROUND SPOT
OS=100.00	TOP OF PAVEMENT
TP=100.00	TOP OF CURB
TC=100.00	BOTTOM OF FACE OF CURB
BC=100.00	TOP OF WALL
TW=100.00	BOTTOM OF WALL
BW=100.00	EXISTING GROUND
EQ=100.00	TOP OF PAD ELEVATION
T/CO=100.00	TOP OF CLEANOUT
RM=100.00	RIM ELEVATION
HP=100.00	HIGH POINT
STP	DOOR STOOP

NOTE:

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2. SEE DETAIL 8, 9, 10 ON SHEET C-F-03 FOR DETAILED GRADING AT PEDESTRIAN DOORS.
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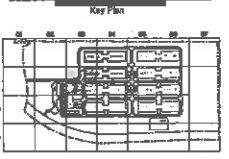
Microsoft

DSM08
DATA CENTER
550 SE WHITE CRANE ROAD
WEST DES MOINES, IA 50265

Design Team	
Owner	L. PALMER / L. ANDERSON
Architect	L. PALMER
Engineer	L. PALMER
City	WEST DES MOINES, IA
Project No.	2015-01-20
Scale	AS SHOWN

Approval	
Designer	MEG ROBERTS
Checker	PETER WILSON
Reviewer	ERIC BEAL
Engineer	STEVE STEWART
Project Manager	ANDREW TAYLOR
City Engineer	ERIC YANLEY
City Clerk	ROCKWELL
Design Team	
City Engineer	JARON GILBERT/FACE
Architectural	BRYAN WATKINS/FACE
City Engineer	STEVE PERCY/FACLAND
Architectural	DAVID BROWN/FIS
City Engineer	DANIEL BROWN/FACE
Architectural	JOHN CLARKE/FACE
City Engineer	JANE BASTEN/FACE
Architectural	MATE ELLIOT/FACLAND
City Engineer	PETE WETZEL/ASD

No.	Date	Description
1	2015.01.20	100% PD



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CIVIL
FINISHED GRADING
PLAN

CITY OF WEST DES MOINES
APPROVED BY: _____ DATE: _____

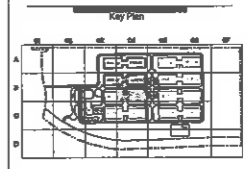
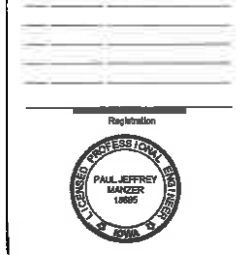
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DATA CENTER**
550 SE WHITE CRANE ROAD
WEST DES MOINES, IA 50265

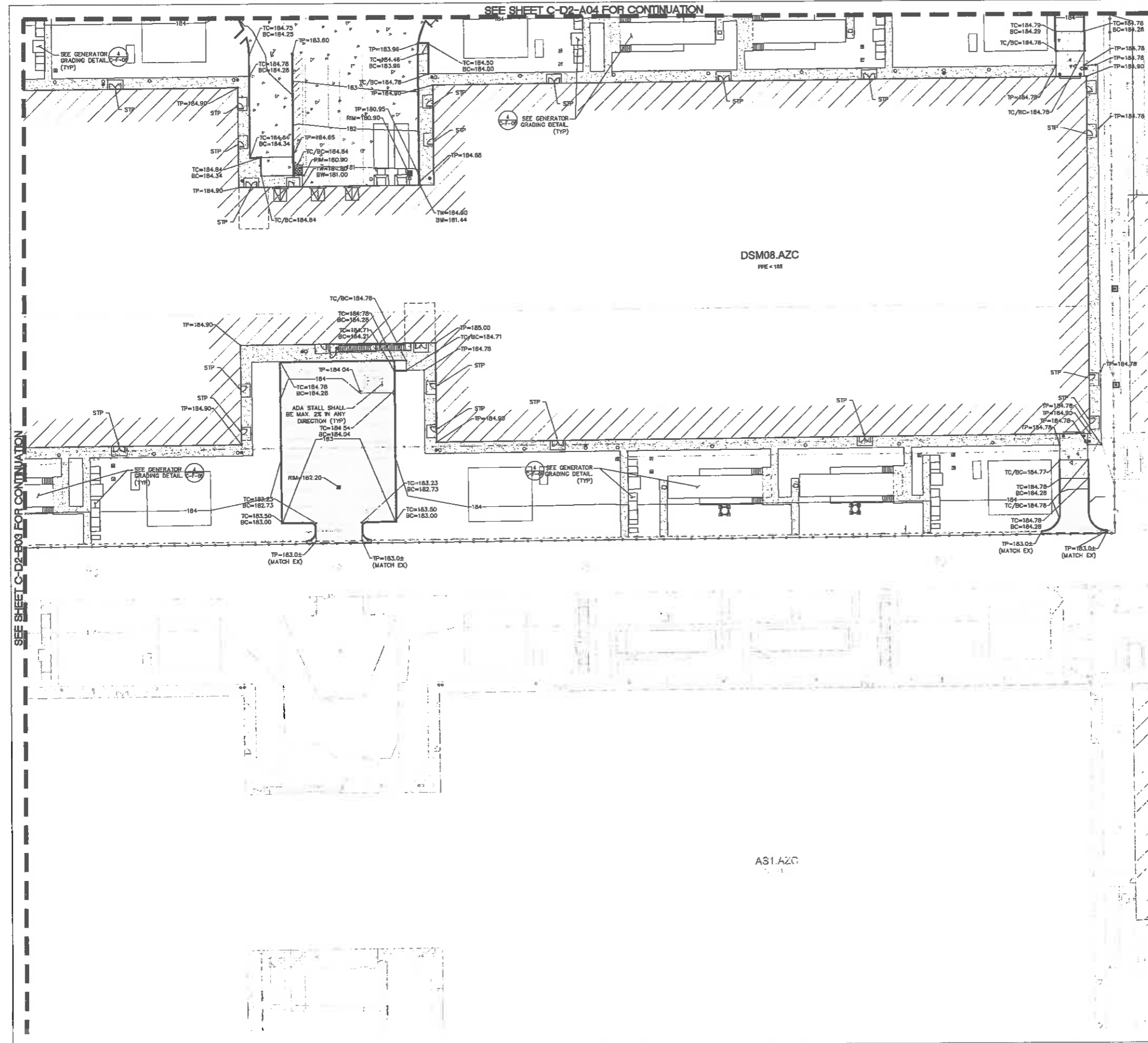
Design Team		
Design	L. PALMER / J. ALBERTSON	
Draw	J. ALBERTSON	
Check	J. ALBERTSON	
Date	10/20/07	
Project	550 SE White Crane Rd., West Des Moines, IA	
U.S. Project No.	P-0001	
Approval		
Client	MICROSOFT	
Project Manager	PETER VANHORN	
Site Manager	ERIC NEAL	
Engineering Manager	STEFAN STONERT	
Project Engineer	ANDREW TAYLOR	
Check	ERIC VAREZ	
DESIGN TEAM		
Civil Engineer	ANDREW TAYLOR	
Structural Engineer	ANDREW TAYLOR	
MEP Engineer	ANDREW TAYLOR	
Electrical Engineer	ANDREW TAYLOR	
Plumbing Engineer	ANDREW TAYLOR	
Fire Protection Engineer	ANDREW TAYLOR	
Transportation Engineer	ANDREW TAYLOR	
Other	ANDREW TAYLOR	
Architect	ANDREW TAYLOR	
Interior Designer	ANDREW TAYLOR	
Landscaping	ANDREW TAYLOR	
Signage	ANDREW TAYLOR	
Other	ANDREW TAYLOR	
Revisions		
No.	Date	Description
1	2007.07.24	100% PD



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C-D2-B04

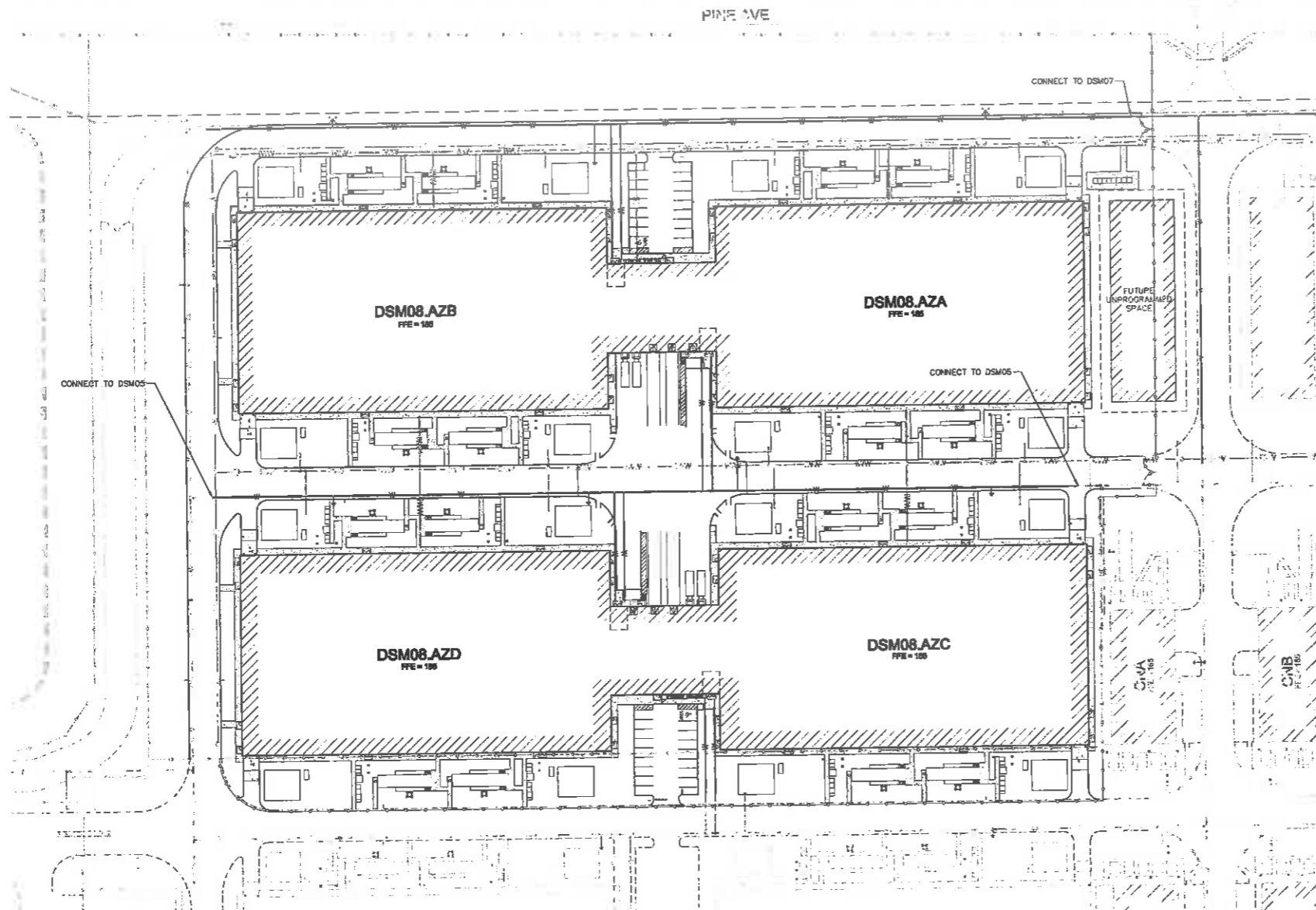


LEGEND	
---	PROPERTY LINE
---	PROPOSED BUILDING
■	RECTANGULAR AREA INTAKE
○	CLEANOUT/WYE TO BUILDING SERVICE
○	SUDAS CIRCULAR STORM SEWER MANHOLE
○	SUDAS SW-403 AND SW-404 RECTANGULAR BASE STORM SEWER MANHOLE
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NOTE:
1. STORM CATCH BASIN RIMS SHOWN IN FUTURE DEVELOPMENT AREAS ARE 6" LOWER THAN FINAL RIM ELEVATIONS.
2. SEE DETAIL 8.9, 10 ON SHEET C-F-03 FOR DETAILED GRADING AT PEDESTRIAN DOORS.
3. SEE DETAIL 7 ON SHEET C-F-08 FOR LOADING DOCK TRENCH DRAIN SECTION.



CITY OF WEST DES MOINES
APPROVED BY: _____ DATE: _____



**DSM 08
 DATA CENTER**
 550 SE WHITE CRANE ROAD
 WEST DES MOINES, IA 50265

Design Team

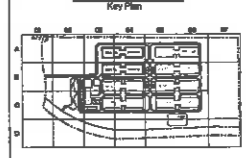
Design	L. WOODS / J. GARDNER
Owner	A.J. HANSEN
Checked	L. WOODS
Date	12/10/2010
Project Manager	ANDREW TAYLOR
Drawn	ERIC YANCEY
Scale	AS SHOWN

Approval

Contractor	MICROSOFT
Subcontractor	PETER VANHARA
Subcontractor License No.	ERIC YANCEY
Subcontractor License Expiration	ERIC YANCEY
Subcontractor License State	ERIC YANCEY
Subcontractor License No.	ERIC YANCEY
Subcontractor License Expiration	ERIC YANCEY
Subcontractor License State	ERIC YANCEY
Subcontractor License No.	ERIC YANCEY
Subcontractor License Expiration	ERIC YANCEY
Subcontractor License State	ERIC YANCEY

Revision

No.	Date	Description
1	12/10/2010	ISSUE SET



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**CML
 WATER PLAN
 OVERALL**
 C-EI-01

CITY OF WEST DES MOINES STANDARD NOTES

- ALL WATER WORK, PUBLIC OR PRIVATE, SHALL BE DONE IN ACCORDANCE WITH WEST DES MOINES WATER WORKS STANDARD SPECIFICATIONS.
- CONTRACTOR SHALL NOTIFY WEST DES MOINES WATER WORKS AT LEAST ONE WEEK PRIOR TO BUILDING CONSTRUCTION.
- THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE COORDINATION OF WORK OF ALL SUBCONTRACTOR(S) INVOLVED IN THE PROJECT.
- CONTACT BUILDING INSPECTION (515-222-3630) A MINIMUM OF 24 HOURS IN ADVANCE FOR PRIVATE UTILITY INSTALLATION INSPECTIONS.
- THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLIANCE WITH THE WEST DES MOINES WATER WORKS AND THE CITY'S CROSS CONNECTION CONTROL/CONTAINMENT PROVISION (UTILITY SHEET ONLY).
- DESIGNATED BUFFERS SHALL BE LABELED AS A "NO BUILD AREA".

GENERAL NOTES

- DIMENSIONS AND COORDINATES ARE TO FACE OF CURB (TYP).
- UTILITY INSTALLATION INCLUDES TRENCHING, PIPE BEDDING AND BACKFILL REINSTATE SURFACE TO ORIGINAL CONDITION SHOWN ON SITE IMPROVEMENTS PLAN.
- PROVIDE THRUST BLOCKS/JOINT RESTRAINTS ON ALL PRESSURIZED LINES. SEE DETAIL 4/C-11 FOR JOINT RESTRAINTS.
- FIELD VERIFY LIMITS OF DEMOLITION & LOCATION OF UTILITIES TO BE REMOVED. DISCREPANCIES FROM PLAN OF RECORD.
- EXISTING GRADES SHOWN ARE APPROXIMATE AND SHOULD BE FIELD VERIFIED.
- CONTRACTOR RESPONSIBLE TO MAINTAIN POSITIVE DRAINAGE TO STORM DRAIN SYSTEM UNTIL PERMANENT STORM DRAIN SYSTEM IS INSTALLED.
- ROADWAY AND PAVEMENT STRIPING SHOWN IN APPROXIMATE LOCATIONS, SCALE DRAWING FOR PLACEMENT.
- TELECOM, ELECTRICAL, & LSS SHOWN FOR REFERENCE ONLY. FIELD VERIFY LOCATIONS PRIOR TO EXCAVATION.
- ADJUST UTILITY STRUCTURES (PIV'S, HYDRANTS, MI'S, CE'S, VAULTS ETC) TO FINISH GRADE WHEN COMPLETING FINAL GRADING, ELECTRICAL AND TELECOM VAULTS TO BE ADJUSTED TO FINISHED GRADE WITH GRADE RINGS.
- UNLESS OTHERWISE DIRECTED BY THE OWNER OR BY THE A/E, THE CONTRACTOR SHALL REPLACE, IN KIND, ALL BASE, AC PAVING, CONCRETE CURBS, GUTTERS AND SIDEWALKS, UTILITIES, LANDSCAPING, AND IRRIGATION LINES, NOT INTENDED FOR DEMOLITION, BUT WHICH HAVE BEEN REMOVED OR DISTURBED AS A RESULT OF DEMOLITION ACTIVITIES.
- WHERE DEMOLITION OCCURS AND NO SPECIFIC INSTRUCTIONS ARE MADE CONCERNING NEW OR REPLACEMENT FEATURES, THE CONTRACTOR SHALL RESTORE THE AREA TO A FINISHED CONDITION USING MATERIALS MATCHING THOSE ADJACENT TO THE REMOVAL SITE. MAINTAIN PROPER DRAINAGE AND APPEARANCE IS ATTAINED.
- COORDINATE INSTALLATION OF ELECTRICAL GROUNDING GRID AT SITE & BLDG SLABS, FENCING AND WALLS WITH ELECTRICAL DRAWINGS.
- SEE LANDSCAPE PLANS FOR SEEDING AND ROCK SURFACING.

WATER APPURTENANCES (FOR WDWWW USE)

16" CSDD PVC PIPE	3186 LF
8" CSDD PVC PIPE	494 LF
8" DI PIPE	0 LF
6" DI PIPE	172 LF
4" CSDD PVC PIPE	464 LF
4" DI PIPE	0 LF
2.5" CP PIPE	0 LF
18"x18" CROSS W/ BLOCKING	0
18"x18" TEE W/ BLOCKING	2
16"x8" TEE W/ BLOCKING	6
18"x8" TEE W/ BLOCKING	13
18"x4" TEE W/ BLOCKING	3
16"x2.5" SERVICE SADDLE	0
8"x8" TEE W/ BLOCKING	0
16" 90° BEND W/ BLOCKING	1
8" 90° BEND W/ BLOCKING	0
4" 90° BEND W/ BLOCKING	0
FIRE DEPARTMENT CONNECTION (FDC)	2
FIRE HYDRANT	12
16" GATE VALVE	24
8" GATE VALVE	0
6" GATE VALVE	13
4" GATE VALVE	5
2.5" GATE VALVE	0
16" PLUGS	1
8" PLUGS	1
6" PLUGS	1
4" PLUGS	1
2.5" CAP	0
16" BLOW OFF ASSEMBLY	1

WATER NOTES

- WATER MAIN PIPE WILL TYPICALLY BE EITHER POLYVINYL CHLORIDE (PVC) PIPE OR DUCTILE IRON PIPE (DIP); AND MEET AWWA STANDARDS.
- WHERE DISTRIBUTION SYSTEMS AND SERVICE CONNECTIONS ARE INSTALLED IN AREAS OF GROUNDWATER CONTAMINATION BY ORGANIC COMPOUNDS, PIPE AND JOINT MATERIALS (NON-PVC PIPE) THAT DO NOT ALLOW PERMEATION OF THE ORGANIC COMPOUNDS SHOULD BE USED.
- WATER MAINS SHOULD BE EXTENDED TO THE PLAT OR PROPERTY BOUNDARIES, TO THE NEXT STREET, OR AS DIRECTED BY THE JURISDICTION.
- NEW MAIN INSTALLATION SHOULD BE IN THE PARKING AREA (BETWEEN THE CURB AND THE PROPERTY LINE) OF THE RIGHT-OF-WAY AND MINIMUM OF 4 FEET BEHIND THE CURB. WHERE POSSIBLE, WATER MAINS SHOULD BE LOCATED ALONG THE SOUTH AND EAST SIDES OF THE STREET.
- DEAD-ENDS SHOULD BE MINIMIZED BY LOOPING MAINS WHENEVER POSSIBLE. DEAD-ENDS SHOULD TERMINATE WITH AN APPROVED FLUSHING DEVICE (BLOW-OFF, HYDRANT, FLUSHING HYDRANT). THEY MAY TERMINATE WITH AN APPROVED FIRE HYDRANT WHEN ADEQUATE PRESSURE IS AVAILABLE AT REQUIRED FLOWS. FOR MAINTENANCE CONSIDERATIONS AND WHEN ADEQUATE FIRE FLOWS ARE NOT AVAILABLE, FLUSHING HYDRANTS MAY BE ALLOWED BY THE JURISDICTION WITH THE HYDRANT OUTLET SIZED AND ARRANGED TO PREVENT THE ATTACHMENT OF FIRE HOSES. UNLESS REQUIRED BY A JURISDICTION, PERMANENT IN-LINE SHUT-OFF VALVES SHOULD NOT BE PLACED AT THE END OF DEAD-END MAINS.
- WATER MAINS AND EXTENSIONS SHOULD BE DESIGNED WITH A MINIMUM COVER OF FIVE (5) FEET, UNLESS MORE OR LESS COVER HAS BEEN APPROVED BY THE JURISDICTION ENGINEER.
- A BLOWOFF OR APPROVED FLUSHING DEVICE SHOULD BE REQUIRED ON ALL DEAD-END MAINS WHERE A HYDRANT IS NOT INSTALLED. THE MINIMUM RISER ASSEMBLY SIZE SHOULD BE NO LESS THAN 2" DIAMETER SIZES SMALLER THAN THE DIAMETER OF THE WATER MAIN WHEN THE WATER MAIN IS EXTENDED. THE BLOWOFF SHOULD BE REMOVED. A NEW VALVE SHOULD BE PLACED BETWEEN THE EXISTING AND EXTENDED MAIN.
- AS A MINIMUM, VALVES SHOULD BE LOCATED AT INTERSECTIONS, SUCH THAT ONLY ONE UNVALVED PIPE EXISTS AT THE INTERSECTION. VALVES SHOULD BE EQUALLY SPACED, IF POSSIBLE, WITH SPACING NO MORE THAN 800 FEET IN RESIDENTIAL AREAS AND NO MORE THAN 400 FEET IN HIGH DENSITY AREAS. VALVES SHOULD NOT BE LOCATED IN THE SIDEWALK LINE OR IN DRIVEWAYS AND ALL VALVES SHOULD BE INSTALLED WITH VALVE BOXES.
- NO VALVES (EXCEPT BLOWOFF VALVES) SHOULD BE PLACED AT THE END OF A DEAD-END MAIN UNLESS REQUIRED BY A JURISDICTION. A VALVE SHOULD BE INSTALLED BETWEEN THE EXISTING MAIN AND NEW MAIN WHEN THE MAIN IS EXTENDED. INTERMEDIATE VALVES MAY BE REQUIRED BY THE JURISDICTION TO PROVIDE REQUIRED VALVE SPACING. A TAPPING SLEEVE AND VALVE SHOULD BE USED WHEN MAKING A PERPENDICULAR CONNECTION TO AN EXISTING MAIN.
- HYDRANTS SHOULD COMPLY WITH AWWA C502. THE CONNECTING PIPE BETWEEN THE SUPPLY MAIN AND THE HYDRANTS SHOULD BE A MINIMUM OF 8 INCHES IN DIAMETER AND BE INDEPENDENTLY VALVED. FIRE HYDRANTS SHOULD NOT BE INSTALLED ON WATER MAINS THAT DO NOT PROVIDE MINIMUM PRESSURE.
- HYDRANT DRAINS SHOULD NOT BE CONNECTED TO OR LOCATED WITHIN 10 FEET OF SANITARY SEWERS. LOCATIONS OF FIRE HYDRANTS AND CURB STOP WITH BOX, THE SERVICE STUB FROM THE HYDRANT OUTLET SIZED AND ARRANGED TO PREVENT THE ATTACHMENT OF FIRE HOSES. UNLESS REQUIRED BY A JURISDICTION, PERMANENT IN-LINE SHUT-OFF VALVES SHOULD NOT BE PLACED AT THE END OF DEAD-END MAINS.
- BEFORE GOING INTO SERVICE, ALL NEW MAINS SHALL BE ADEQUATELY FLUSHED, PRESSURE TESTED, AND DISINFECTED ACCORDING TO THE RULES AND REGULATIONS OF THE LOCAL JURISDICTION AND THE IDNR. THE PROCEDURES, ONCE APPROVED BY THE JURISDICTION, SHOULD BE CONDUCTED UNDER THE SUPERVISION OF THE JURISDICTION OR DESIGNATED REPRESENTATIVE.

SANITARY SEWER NOTES

- PIPE SIZES 15 INCHES AND SMALLER SHOULD CARRY THE PEAK FLOW AT A DEPTH OF NO MORE THAN 0.67 OF THE PIPE DIAMETER. PIPE SIZES GREATER THAN 15 INCHES SHOULD CARRY THE PEAK FLOW AT A DEPTH OF NO MORE THAN 0.75 OF THE PIPE DIAMETER.
- PUBLIC SEWERS SHOULD HAVE A SUFFICIENT GRADE TO MAINTAIN 2 FPS AT PEAK FLOW. MINIMUM GRADE ON BUILDING SANITARY SEWER STUBS SHOULD BE 1/8" HIGH PER FOOT.
- GRAVITY SANITARY SEWERS SHOULD NOT BE LESS THAN 8 INCHES IN DIAMETER. MINIMUM SIZE OF BUILDING SANITARY SEWER STUB SHOULD BE 4 INCHES IN DIAMETER FOR RESIDENTIAL AND 6 INCHES IN DIAMETER FOR COMMERCIAL. THE SIZE WILL INCREASE BASED ON THE PROPOSED NUMBER OF FIXTURES THAT THE SEWER STUB SERVES.
- SANITARY SEWER CROSSINGS OF STORM SEWERS SHOULD HAVE NO LESS THAN 6 INCHES OF CLEARANCE. SPECIAL STRUCTURAL SUPPORT WILL BE REQUIRED IF THERE IS LESS THAN 18 INCHES CLEARANCE. THE MINIMUM HORIZONTAL CLEARANCE SHOULD BE 5 FEET. CLEARANCE REFERS TO THE DISTANCE FROM THE OUTSIDE OF THE SANITARY SEWER PIPE TO THE OUTSIDE OF THE STORM SEWER PIPE.
- GRAVITY SEWER MAINS SHALL BE SEPARATED FROM WATER MAINS BY A HORIZONTAL DISTANCE OF AT LEAST 10 FEET UNLESS THE TOP OF A SEWER MAIN IS AT LEAST 18 INCHES BELOW THE BOTTOM OF THE WATER MAIN, AND THE SEWER IS PLACED IN A SEPARATE TRENCH OR IN THE SAME TRENCH ON A BEACH OF UNDISTURBED EARTH AT A MINIMUM HORIZONTAL SEPARATION OF 3 FEET FROM THE WATER MAIN.
- SEPARATION OF SEWER AND WATER MAIN CROSSOVERS: VERTICAL SEPARATION OF SANITARY SEWERS CROSSING UNDER ANY WATER MAIN SHOULD BE AT LEAST 18 INCHES WHEN MEASURED FROM THE TOP OF THE SEWER TO THE BOTTOM OF THE WATER MAIN. IF PHYSICAL CONDITIONS PREVENT THIS SEPARATION, THE SEWER MAY BE PLACED NOT CLOSER THAN 8 INCHES BELOW A WATER MAIN OR 18 INCHES ABOVE A WATER MAIN. THE SEPARATION DISTANCE SHALL BE THE MAXIMUM FEASIBLE IN ALL CASES.
- SHOULD PHYSICAL CONDITIONS EXIST SUCH THAT EXCEPTIONS ARE NECESSARY, THE DESIGN ENGINEER MUST DETAIL HOW THE SEWER AND WATER MAIN ARE TO BE ENGINEERED TO PROVIDE PROTECTION EQUAL TO THAT REQUIRED.
- MANHOLES IN STREET RIGHT OF WAY MUST BE LOCATED IN AREAS WHICH ALLOW DIRECT ACCESS BY MAINTENANCE VEHICLES. AREAS OUTSIDE THE STREET RIGHT OF WAY SHOULD BE SUBJECT TO THE APPROVAL OF THE JURISDICTIONAL ENGINEER.
- THE MINIMUM SIZE FOR A MANHOLE IS 48 INCHES IN DIAMETER. CHECK MANHOLE SIZE ACCORDING TO SECTION 30-1. MOST JURISDICTIONS REQUIRE ECCENTRIC MANHOLES, WITHOUT BUILT-IN STEPS, WITH THE MANHOLE OPENING OVER THE CENTERLINE OF THE PIPE OR ON AN OFFSET NOT TO EXCEED 12 INCHES.
- ANY SERVICE LINE CONNECTIONS TO MANHOLES REQUIRE APPROVAL FROM THE JURISDICTION. THE SERVICES MAY NOT ENTER THE MANHOLE AT GREATER THAN 2 FEET ABOVE THE INSET OF THE OUTLET. SEWER FLOW CHANNELS IN THE MANHOLE BOTTOM MUST BE PROVIDED FOR ALL SERVICES.

**WATER MAIN SHALL BE INSTALLED
 AT MINIMUM 5' OF COVER**



CONTRACTOR SHALL NOTIFY WEST DES MOINES WATER WORKS, RALPH RENTERIA, ENGINEERING TECHNICIAN (515-222-3465) WITHIN 24 HOURS OF INSTALLATION AND TESTING OF ALL BACKFLOW DEVICES TO SCHEDULE FINAL INSPECTION.

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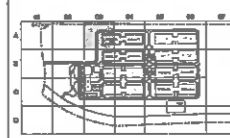
Design	L. HANCOCK / J. L. HANCOCK
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Project/Sheet No.	550/08-01
Scale	AS SHOWN

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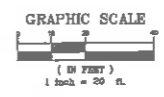
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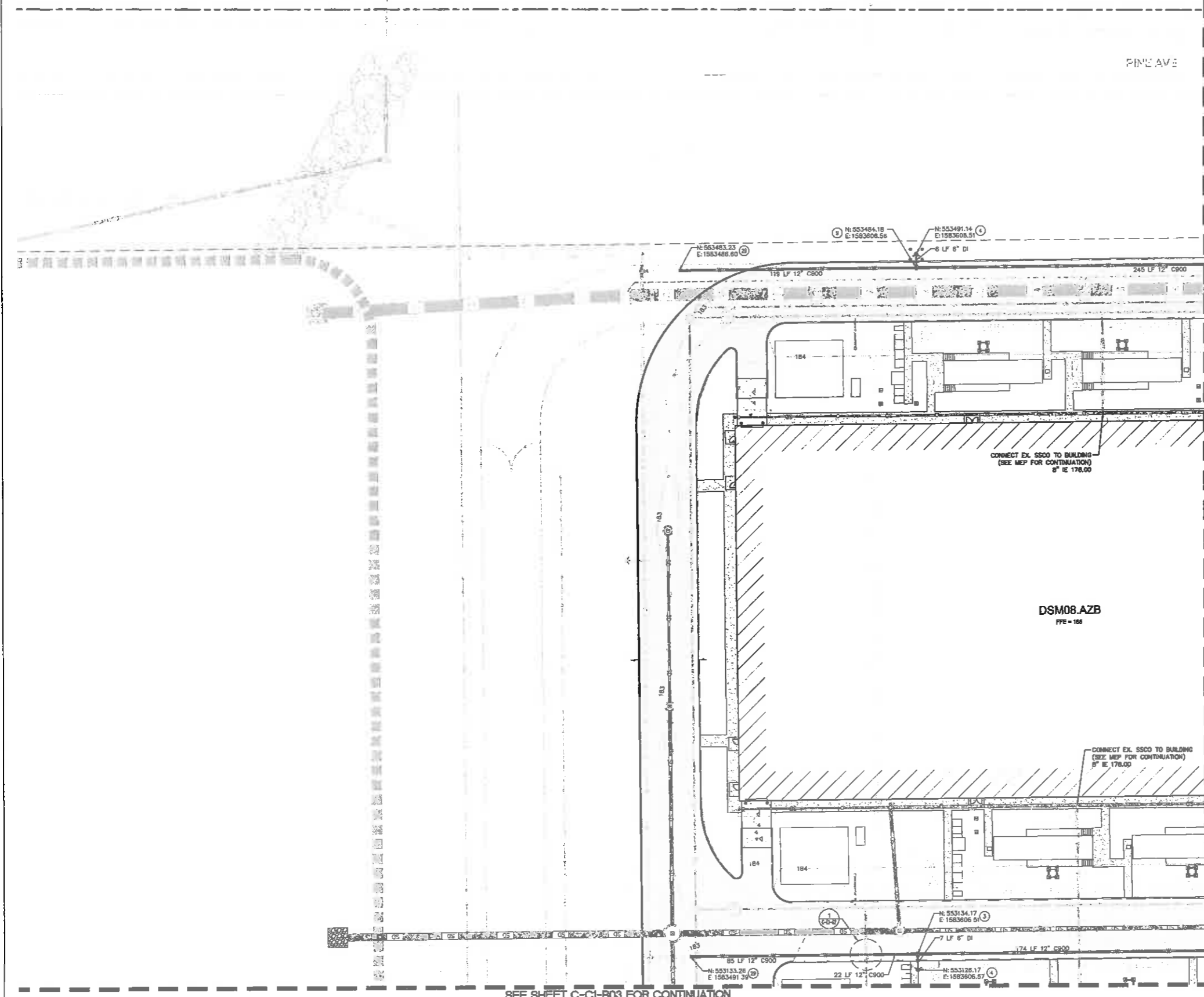
LEGEND

---	PROPERTY LINE
---	PROPOSED BUILDING
---	DOMESTIC WATER PIPE
---	INDUSTRIAL TREATED WATER PIPE
---	TELE/BEND W/ THRUST BLOCKING (C-F-0)
---	GATE VALVE (C-F-0)
---	FIRE HYDRANT (C-F-0)
---	VERTICAL BENDS (C-F-0)
---	EX. SANITARY SEWER PIPE
---	EX. INDUSTRIAL WASTE WATER PIPE
---	EX. IWW/SANITARY SEWER MANHOLE
---	CLEANOUT

FITTING SCHEDULE

- | | |
|---|---|
| <ul style="list-style-type: none"> 1-CONNECT TO FUTURE 16" CITY WATER MAIN 1-16"x16" TAPPING TEE (FLxMJ) 1-16" GATE VALVE (FLxMJ) THRUST BLOCKING W/ MARKER 1-16"x16" TEE (FL) 1-12"x6" TEE (FLxMJ) 1-6" GATE VALVE (FLxMJ) THRUST BLOCKING 1-FIRE HYDRANT ASSEMBLY 1-16"x6" TEE (FL) 1-6" ADAPTOR (FLxMJ) THRUST BLOCKING 1-8"x8" TEE (FLxMJ) 1-8" PLUG (MJ) 1-8" GATE VALVE (FLxMJ) THRUST BLOCKING 1-16"x6" TEE (FL) 1-16" GATE VALVE (FLxMJ) THRUST BLOCKING 1-8" GATE VALVE (FLxMJ) THRUST BLOCKING 1-12" 90° BEND (MJ) THRUST BLOCKING 1-12"x6" TEE (FL) 1-12" GATE VALVE (FLxMJ) 1-6" GATE VALVE (FLxMJ) THRUST BLOCKING 1-12" ADAPTOR (FLxMJ) THRUST BLOCKING 1-12"x6" TEE (FLxMJ) 1-4" GATE VALVE (FLxMJ) THRUST BLOCKING 1-12" MJ CONNECTION (REMOVE PLUG/THRUST BLOCKING AND CONNECT TO EXISTING FROM PHASE 3) WALL MOUNTED FIRE DEPARTMENT CONNECTION (SEE MEP FOR SERVICE INFORMATION) 1-8" MJ CONNECTION (REMOVE PLUG/THRUST BLOCKING AND CONNECT TO EXISTING FROM PHASE 3) 1-2" DOMESTIC WATER METER W/ THERMAL COE. METER 1-2" RFB4 W/ HOT BOX 1-FIRE HYDRANT ASSEMBLY (REMOVE PLUG/THRUST BLOCKING AND CONNECT TO EXISTING FROM PHASE 3) 1-4" MJ CONNECTION (REMOVE PLUG/THRUST BLOCKING AND CONNECT TO EXISTING FROM PHASE 3) 1-12"x16" REDUCER (MJxMJ) (REMOVE PLUG/THRUST BLOCKING AND CONNECT TO EXISTING FROM PHASE 1) 1-4" 45° BEND (MJ) THRUST BLOCKING 1-8" 45° BEND (MJ) THRUST BLOCKING | <ul style="list-style-type: none"> 2-2-2.5" GATE VALVE (RSOV) 1-2.5" CAP W/ MARKER 1-16"x2.5" SERVICE SADDLE 2-18" GATE VALVE (FLxMJ) 1-4" GATE VALVE (FLxMJ) 1-2.5" GATE VALVE (RSOV) THRUST BLOCKING 1-4" 90° BEND (MJ) THRUST BLOCKING 1-12"x4" TEE (FL) 1-12" GATE VALVE (FLxMJ) 1-4" GATE VALVE (FLxMJ) 1-12" ADAPTOR (FLxMJ) THRUST BLOCKING 1-4" PLUG (MJ) W/ MARKER THRUST BLOCKING 1-8" PLUG (MJ) W/ MARKER THRUST BLOCKING 1-8" PLUG (MJ) W/ MARKER THRUST BLOCKING 1-12" MJ CONNECTION (REMOVE PLUG/THRUST BLOCKING AND CONNECT TO EXISTING FROM PHASE 3) 1-8" MJ CONNECTION (REMOVE PLUG/THRUST BLOCKING AND CONNECT TO EXISTING FROM PHASE 3) 1-12"x16" CROSS (FL) 4-18" GATE VALVE (FLxMJ) THRUST BLOCKING 1-16"x2.5" SERVICE SADDLE |
|---|---|

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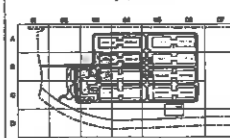
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Sheet	C-EI-A03

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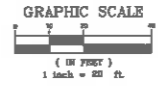
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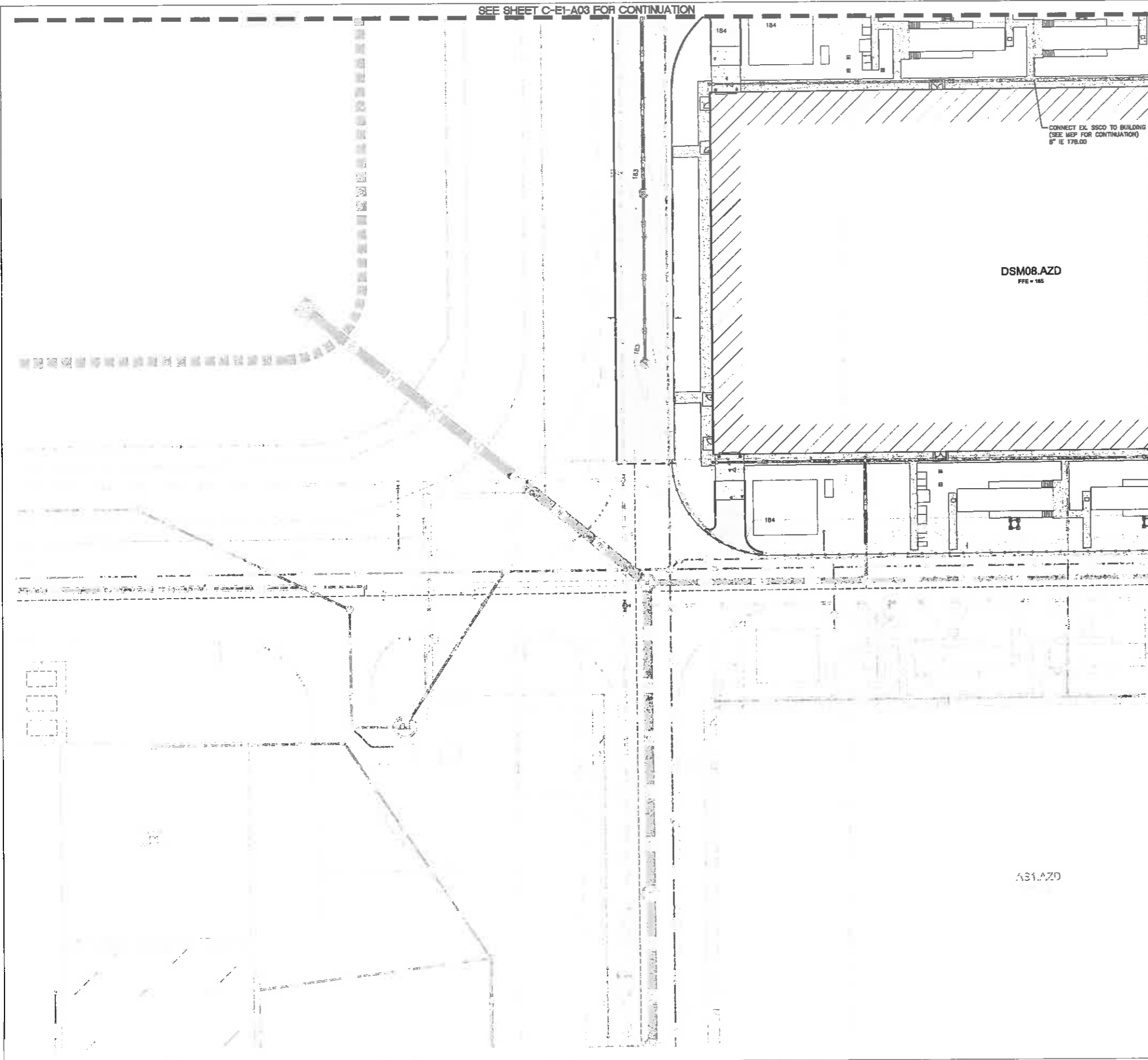
	PROPERTY LINE
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	DOMESTIC WATER PIPE
	INDUSTRIAL WASTEWATER PIPE
	TEE/BEND W/ THRUST BLOCKING
	GATE VALVE
	FIRE HYDRANT
	VERTICAL BENDS
	EX. SANITARY SEWER PIPE
	EX. INDUSTRIAL WASTE WATER PIPE
	EX. NW/SANITARY SEWER MANHOLE

FITTING SCHEDULE

- CONNECT TO FUTURE 16" CITY WATER MAIN
- 1-16"x16" TAPPING TEE (FLxMJ)
- 1-16" GATE VALVE (FLxMJ) THRUST BLOCKING W/ MARKER
- 1-16"x16" TEE (FL)
- 3-16" GATE VALVE (FLxMJ) THRUST BLOCKING
- 1-12"x6" TEE (FLxMJ)
- 1-6" GATE VALVE (FLxMJ) THRUST BLOCKING
- 1-FIRE HYDRANT ASSEMBLY
- 1-16"x6" TEE (FL)
- 2-16" GATE VALVE (FLxMJ)
- 1-8" ADAPTOR (FLxMJ) THRUST BLOCKING
- 1-8"x6" TEE (FLxMJ)
- 1-8" PLUG (MJ)
- 1-8" GATE VALVE (FLxMJ) THRUST BLOCKING
- 1-16"x6" TEE (FL)
- 2-16" GATE VALVE (FLxMJ)
- 1-6" GATE VALVE (FLxMJ) THRUST BLOCKING
- 1-12" 90° BEND (MJ) THRUST BLOCKING
- 1-12"x6" TEE (FL)
- 1-12" GATE VALVE (FLxMJ)
- 1-6" GATE VALVE (FLxMJ)
- 1-12" ADAPTOR (FLxMJ) THRUST BLOCKING
- 1-12"x6" TEE (FLxMJ)
- 1-4" GATE VALVE (FLxMJ) THRUST BLOCKING
- CONNECT TO BUILDING (SEE MEP FOR CONTINUATION)
- 1-12"x6" TEE (FL)
- 2-12" GATE VALVE (FLxMJ)
- 1-8" ADAPTOR (FLxMJ) THRUST BLOCKING
- 1-16" PLUG (MJ) W/ MARKER & BLOW-OFF ASSEMBLY THRUST BLOCKING (STUB FOR PHASES)
- 1-16"x16" CROSS (FL)
- 4-16" GATE VALVE (FLxMJ) THRUST BLOCKING
- 1-16"x2.5" SERVICE SADDLE
- 1-2.5" GATE VALVE (RSO) 1-2.5" CAP W/ MARKER
- 1-16"x4" TEE (FL) 1-16"x2.5" SERVICE SADDLE
- 2-16" GATE VALVE (FLxMJ) 1-4" GATE VALVE (FLxMJ) 1-2.5" GATE VALVE (RSO) THRUST BLOCKING
- 1-4" 90° BEND (MJ) THRUST BLOCKING
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- 1-8" PLUG (MJ) W/ MARKER THRUST BLOCKING
- 1-6" PLUG (MJ) W/ MARKER THRUST BLOCKING
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- WALL MOUNTED FIRE DEPARTMENT CONNECTION (SEE MEP FOR SERVICE INFORMATION)
- 1-8" MJ CONNECTION (REMOVE PLUG/THRUST BLOCKING AND CONNECT TO EXISTING FROM PHASE 3)
- 1-2" DOMESTIC WATER METER W/ THERMAL COIL METER 1-2" RPSA W/ HOT BOX
- 1-FIRE HYDRANT ASSEMBLY (REMOVE PLUG/THRUST BLOCKING AND CONNECT TO EXISTING FROM PHASE 3)
- 1-4" MJ CONNECTION (REMOVE PLUG/THRUST BLOCKING AND CONNECT TO EXISTING FROM PHASE 3)
- 1-12"x16" REDUCER (MJxMJ) (REMOVE PLUG/THRUST BLOCKING AND CONNECT TO EXISTING FROM PHASE 1)
- 1-4" 45° BEND (MJ) THRUST BLOCKING
- 1-6" 45° BEND (MJ) THRUST BLOCKING



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Scale	AS SHOWN

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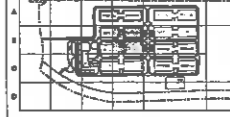
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No.	Date	Description
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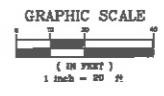


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**CIVIL
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C-EI-B04



LEGEND

	PROPERTY LINE
	PROPOSED BUILDING
	DOMESTIC WATER PIPE
	INDUSTRIAL TREATED WATER PIPE
	TEE/BEND W/ THRUST BLOCKING
	GATE VALVE
	FIRE HYDRANT
	VERTICAL BENDS
	EX. SANITARY SEWER PIPE
	EX. INDUSTRIAL WASTE WATER PIPE
	EX. IWW/SANITARY SEWER MANHOLE
	FIRE HYDRANT

FITTING SCHEDULE

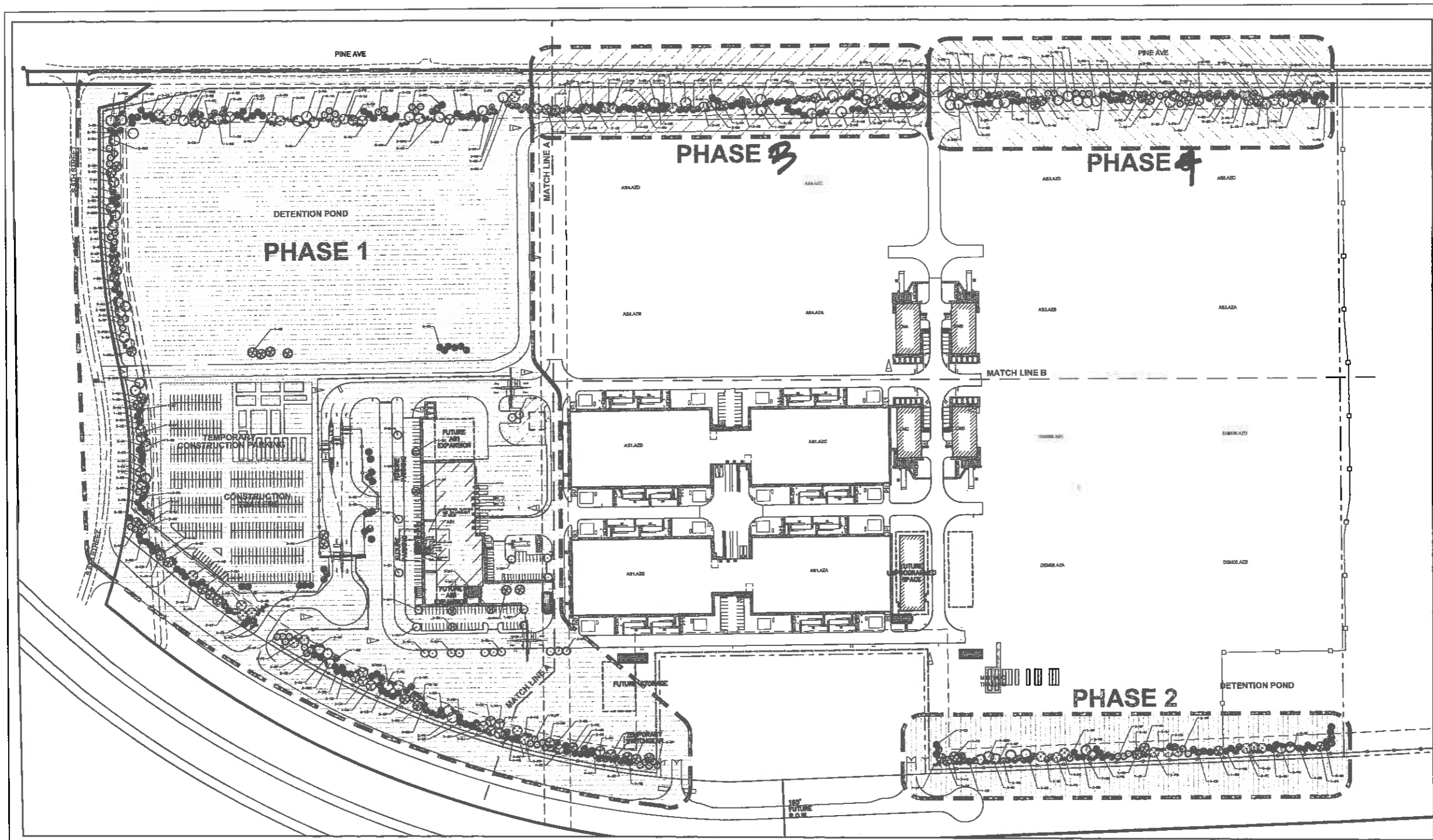
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- 1-16"x16" TAPPING TEE (FL/MJ)
- 1-16" GATE VALVE (FL/MJ)
- THRUST BLOCKING W/ MARKER
- 1-16"x16" TEE (FL)
- 1-16" GATE VALVE (FL/MJ)
- THRUST BLOCKING
- 1-12"x8" TEE (FL/MJ)
- 1-8" GATE VALVE (FL/MJ)
- THRUST BLOCKING
- 1-FIRE HYDRANT ASSEMBLY
- 1-16"x8" TEE (FL)
- 2-16" GATE VALVE (FL/MJ)
- 1-8" ADAPTOR (FL/MJ)
- THRUST BLOCKING
- 1-8"x8" TEE (FL/MJ)
- 1-8" PLUG (MJ)
- 1-8" GATE VALVE (FL/MJ)
- THRUST BLOCKING
- 1-16"x6" TEE (FL)
- 2-16" GATE VALVE (FL/MJ)
- THRUST BLOCKING
- 1-12" 90° BEND (MJ)
- THRUST BLOCKING
- 1-12"x8" TEE (FL)
- 1-12" GATE VALVE (FL/MJ)
- 1-8" GATE VALVE (FL/MJ)
- 1-12" ADAPTOR (FL/MJ)
- THRUST BLOCKING
- 1-12"x4" TEE (FL/MJ)
- 1-4" GATE VALVE (FL/MJ)
- THRUST BLOCKING
- CONNECT TO BUILDING (SEE MEP FOR CONTINUATION)
- 1-12"x8" TEE (FL)
- 2-12" GATE VALVE (FL/MJ)
- 1-8" ADAPTOR (FL/MJ)
- THRUST BLOCKING
- 1-16" PLUG (MJ) W/ MARKER & BLOW-OFF ASSEMBLY
- THRUST BLOCKING AND CONNECT TO EXISTING FROM PHASES)
- 1-16"x16" CROSS (FL)
- 1-16" GATE VALVE (FL/MJ)
- THRUST BLOCKING
- 1-16"x2.5" SERVICE SADDLE
- 1-2.5" GATE VALVE (RSGV)
- 1-2.5" CAP W/ MARKER
- 1-16"x4" TEE (FL)
- 1-16"x2.5" SERVICE SADDLE
- 2-16" GATE VALVE (FL/MJ)
- 1-4" GATE VALVE (FL/MJ)
- 1-4" 90° BEND (MJ)
- THRUST BLOCKING
- 1-12"x4" TEE (FL)
- 1-4" GATE VALVE (FL/MJ)
- 1-12" MJ CONNECTION (REMOVE PLUG/THRUST BLOCKING AND CONNECT TO EXISTING FROM PHASE 3)
- 1-12" ADAPTOR (FL/MJ)
- THRUST BLOCKING
- 1-4" MJ CONNECTION (REMOVE PLUG/THRUST BLOCKING AND CONNECT TO EXISTING FROM PHASE 3)
- 1-12" REMOVER (MJ/MJ)
- (REMOVE PLUG/THRUST BLOCKING AND CONNECT TO EXISTING FROM PHASE 1)
- 1-4" 45° BEND (MJ)
- THRUST BLOCKING
- 1-8" 45° BEND (MJ)
- THRUST BLOCKING

DSM08.AZC
FFE = 185

AS1.AZC



CITY OF WEST DES MOINES
APPROVED BY: _____ DATE: _____



TREE PLANTING PHASING PLAN MARCH 12, 2015



PLANT SCHEDULE

NO.	PLANT	QUANTITY	PHASE	DATE
1	AMERICAN BEECH	100	1	2015
2	ASH	200	1	2015
3	BUR OAK	150	1	2015
4	DOGWOOD	100	1	2015
5	FLORIDA YACONTH	50	1	2015
6	GREEN PALM	100	1	2015
7	ORANGE JASMINE	100	1	2015
8	RED BUD	100	1	2015
9	RED TWIG DOGWOOD	100	1	2015
10	SMOOTH BARKED PINE	100	1	2015
11	STURGEON PALM	100	1	2015
12	SWAMP WHITE OAK	100	1	2015
13	WATER OAK	100	1	2015
14	WHITE OAK	100	1	2015
15	YUCCA	100	1	2015
16	AMERICAN BEECH	100	2	2015
17	ASH	200	2	2015
18	BUR OAK	150	2	2015
19	DOGWOOD	100	2	2015
20	FLORIDA YACONTH	50	2	2015
21	GREEN PALM	100	2	2015
22	ORANGE JASMINE	100	2	2015
23	RED BUD	100	2	2015
24	RED TWIG DOGWOOD	100	2	2015
25	SMOOTH BARKED PINE	100	2	2015
26	STURGEON PALM	100	2	2015
27	SWAMP WHITE OAK	100	2	2015
28	WATER OAK	100	2	2015
29	WHITE OAK	100	2	2015
30	YUCCA	100	2	2015

TREES HARVESTED FROM SITE

NO.	PLANT	QUANTITY	PHASE	DATE
1	AMERICAN BEECH	100	1	2015
2	ASH	200	1	2015
3	BUR OAK	150	1	2015
4	DOGWOOD	100	1	2015
5	FLORIDA YACONTH	50	1	2015
6	GREEN PALM	100	1	2015
7	ORANGE JASMINE	100	1	2015
8	RED BUD	100	1	2015
9	RED TWIG DOGWOOD	100	1	2015
10	SMOOTH BARKED PINE	100	1	2015
11	STURGEON PALM	100	1	2015
12	SWAMP WHITE OAK	100	1	2015
13	WATER OAK	100	1	2015
14	WHITE OAK	100	1	2015
15	YUCCA	100	1	2015

LANDSCAPE TOTALS

TOTAL SITE AREA:	= 5,109,192 S.F. (117.3 AC.)
20% OPEN SPACE REQUIRED:	= 1,021,839 S.F. (23.0 AC.)
TREES REQUIRED:	= 852
SHRUBS REQUIRED:	= 1,022
PERENNIALS REQUIRED:	= 1,022
TOTAL TREES:	= 852
TOTAL SHRUBS:	= 1,022
TOTAL PERENNIALS:	= 1,022

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Austin, TX 78701
page@sp.com
Tel: 512 472 0725
Fax: 512 472 2811

DSM 05 DATA CENTER SOUTH 8TH ST. & PINE AVE. WEST DES MOINES, IA 50265

Design Team	
Project Manager	
Design Architect	
Interior Architect	
Structural Engineer	
Mechanical Engineer	
Electrical Engineer	
Sanitary Engineer	
Energy Engineer	
Cost Estimator	
Construction Manager	
Construction Superintendent	
Construction Inspector	
Construction Photographer	
Construction Signer	
Construction Recorder	
Construction Reporter	
Construction Observer	
Construction Photographer	
Construction Recorder	
Construction Reporter	
Construction Observer	

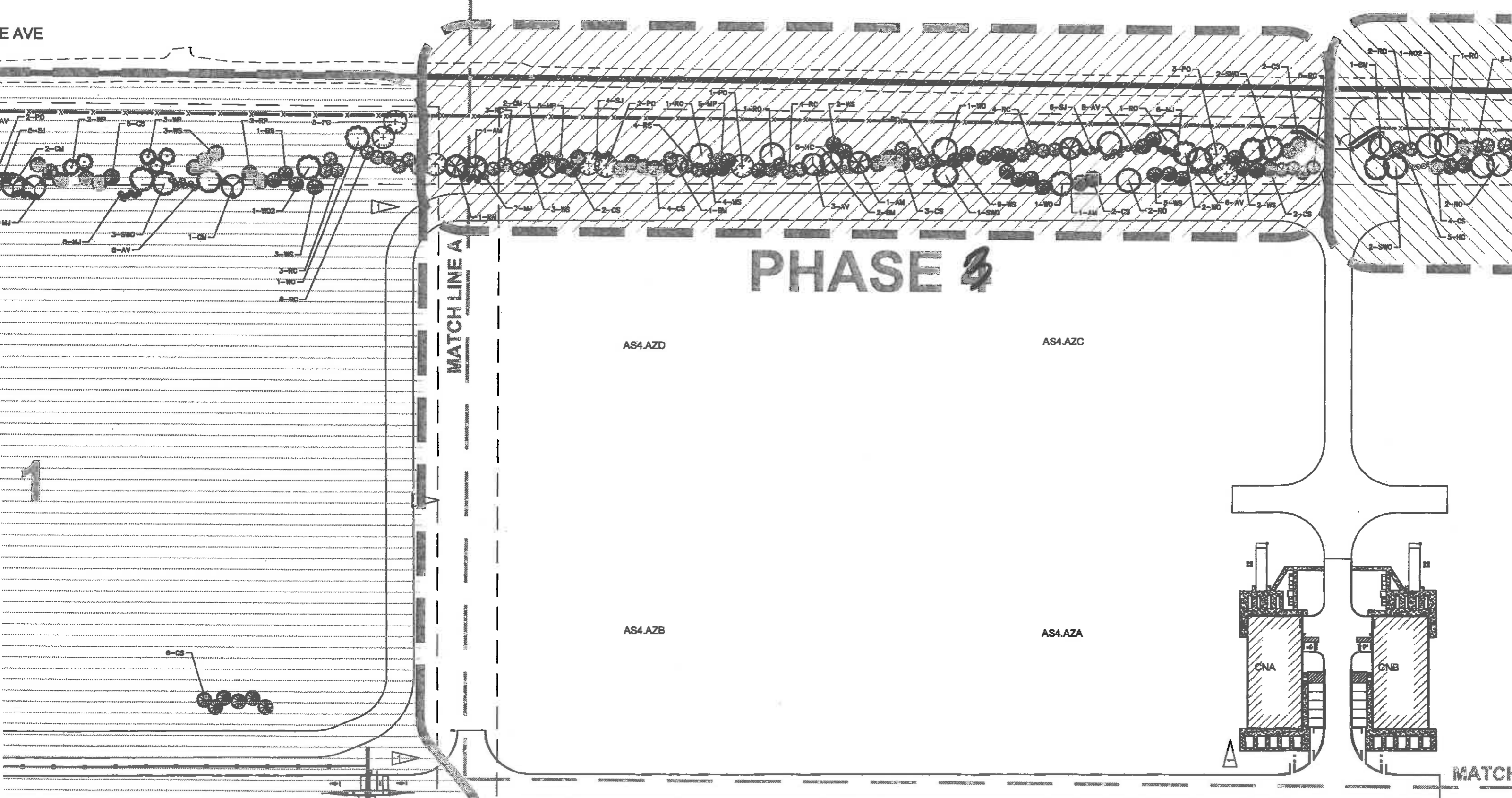


Revision	Date	Description
1	03/12/15	ISSUE FOR PERMIT
2	03/12/15	ISSUE FOR PERMIT

LANDSCAPE PLAN

L-A-04

E AVE



PHASE 3

AS4.AZD

AS4.AZC

AS4.AZB

AS4.AZA

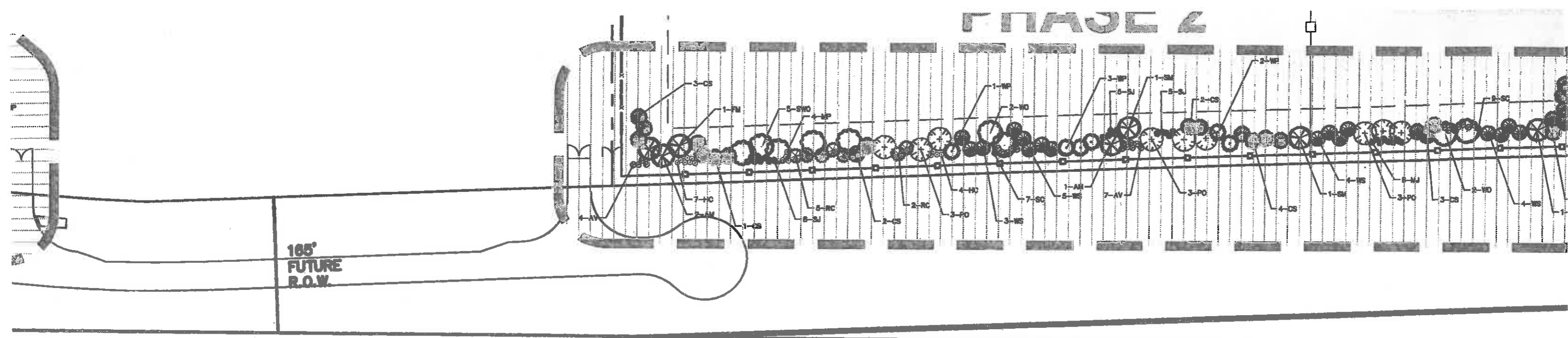
MATCH LINE A

MATCH

1

CNA

CNB



PLANT SCHEDULE

CODE	QTY	OVERSTORY TREES	SIZE	COND
AM	37	AUTUMN BLAZE MAPLE	ACER RUBRUM 'AUTUMN BLAZE'	2" CAL B&B
BM	9	BLACK MAPLE	ACER NIGRUM	2" CAL B&B
CM	18	CRESCENDO MAPLE	ACER SACCHARINUM 'MORTON'	2" CAL B&B
WO	14	WHITE OAK	QUERCUS ALBA	2" CAL B&B
RO	16	RED OAK	QUERCUS RUBRUM	2" CAL B&B
PO	32	PLATANUS OCCIDENTALIS	EASTERN SYCAMORE	2" CAL B&B
SH	28	GLEDITSIA T. INERMIS	SKYLINE HONEYLOCUST	2" CAL B&B

CODE	QTY	EVERGREEN TREES	SIZE	COND
CS	116	COLORADO GREEN SPRUCE	PICEA PUNGENS	6' HT. B&B
WS	120	WHITE SPRUCE	PICEA GLAUCA	6' HT. B&B
RC	67	EASTERN RED CEDAR	JUNIPERUS VIRGINIANA	6' HT. B&B

CODE	QTY	ORNAMENTAL TREES	SIZE	COND
PF	0	PRAIRIE FIRE CRAB	MALUS X 'PRAIRE FIRE'	1.5" CAL B&B

CODE	QTY	SHRUBS	SIZE	COND
SJ	99	SEA GREEN JUNIPER	JUNIPERUS CHINENSIS 'SEA GREEN'	18" HT. CONT
MJ	108	MANEY JUNIPER	JUNIPERUS CHINENSIS 'MANEY'	18" HT. CONT
BCJ	18	BLUE CHIP JUNIPER	JUNIPERUS H. 'BLUE CHIP'	#5 CONT
JGJ	10	DWARF JAPGARDEN JUNIPER	JUNIPERUS PROCUMBENS 'NANA'	#5 CONT
AV	113	ARROWWOOD VIBURNUM	VIBURNUM DENTATUM 'AUTUMN JAZZ'	18" HT. CONT
HC	79	HEDGE COTONEASTER	COTONEASTER LUCIDUS	18" HT. CONT
SC	59	SAMBUCUS C. 'AUREA'	GOLDEN ELDER	18" HT. CONT
MP	47	MYRICA PENNSYLVANICA	NORTHERN BAYBERRY	18" HT. CONT
CB	8	CRIMSON PYGMY BARBERRY	BERBERIS T. ATROPURPUREA	#5 CONT
GM	8	GOLD MOUND SPIREA	SPIREA X 'GOLDMOUND'	#5 CONT
DL	39	STELLA D'ORO DAYLILY	HEMEROCALIS 'STELL D'ORO'	#1 CONT

TREES HARVESTED FROM SITE

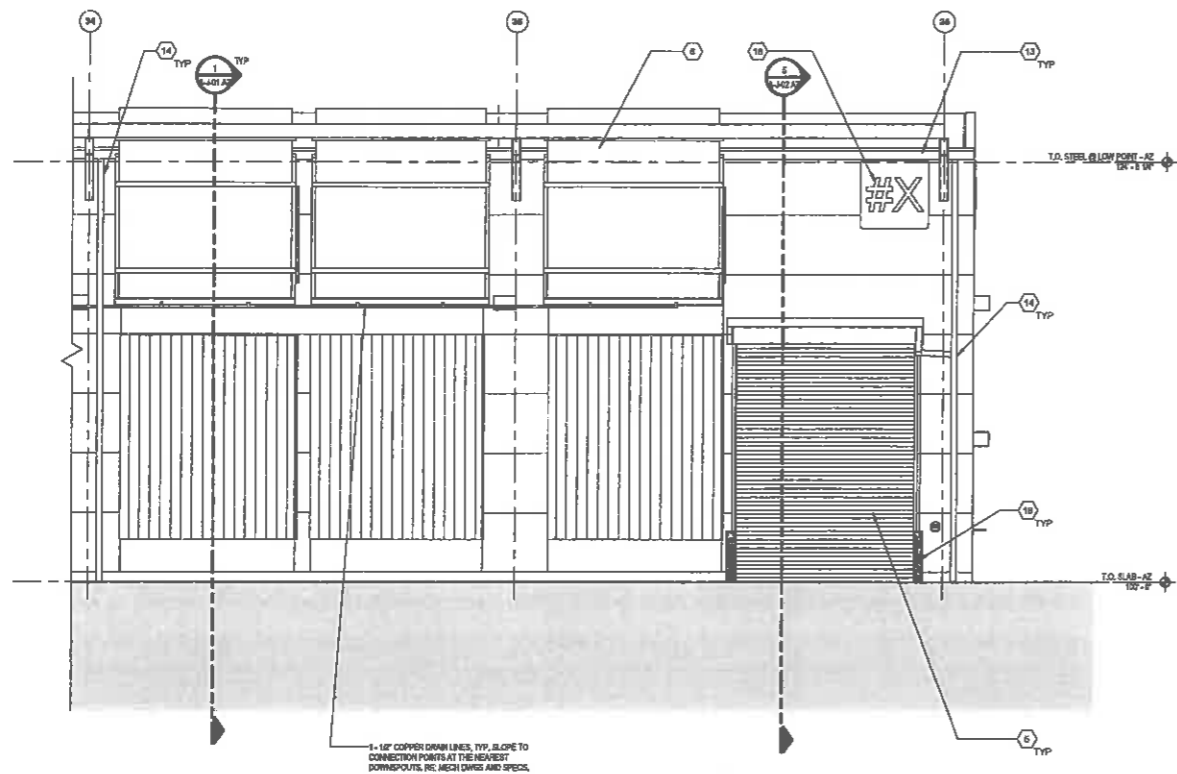
CODE	QTY	OVERSTORY TREES	COND
NM	8	NORWAY MAPLE	ACER PLATANOIDES
RM	3	RED MAPLE	ACER RUBRUM
FM	2	FLAME MAPLE	ACER RUBRUM 'AUTUMN FLAME'
SM	2	SUGAR MAPLE	ACER SACCHARUM
WO2	4	WHITE OAK	QUERCUS ALBA
RO2	14	RED OAK	QUERCUS RUBRUM
SWO	22	SWAMP WHITE OAK	QUERCUS BICOLOR
HB	2	HACKBERRY	CELTIS OCCIDENTALIS
GB	1	GINKGO	GINKGO BILOBA

CODE	QTY	EVERGREEN TREES	COND
BS	7	COLORADO BLUE SPRUCE	PICEA PUNGENS GLAUCE
RP	2	RED PINE	PICEA GLAUCA
WP	61	WHITE PINE	PINUS STROBUS

LANDSCAPE TOTALS

TOTAL SITE AREA:	=5,109,152 S.F. (
20% OPEN SPACE REQUIRED:	=1,021,830 S.F.
TREES REQUIRED:	=682
(2/3000 S.F.)	
SHRUBS REQUIRED:	=1,022
(3/3000 S.F.)	
PROVIDED:	
TREES:	
OVERSTORY TREES	=211
EVERGREEN TREES	=373
TOTAL TREES:	=584
SHRUBS	=552
PERENNIALS	=39





4 TYP. RAD DRAINAGE PIPING ELEVATION
SCALE: 1/4" = 1'-0"

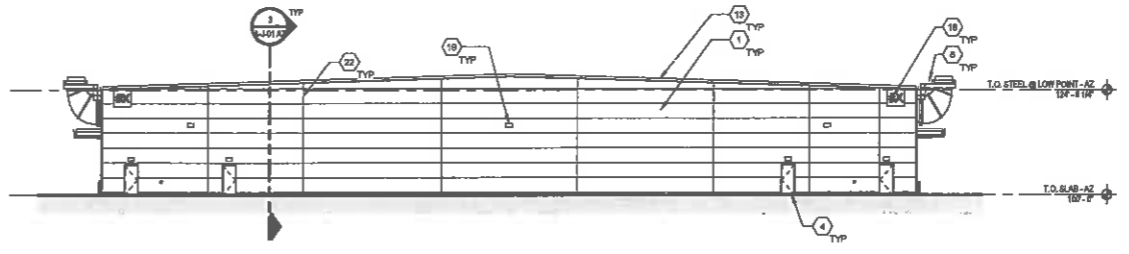
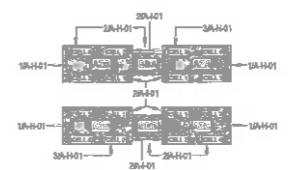
EXTERIOR FINISH LEGEND



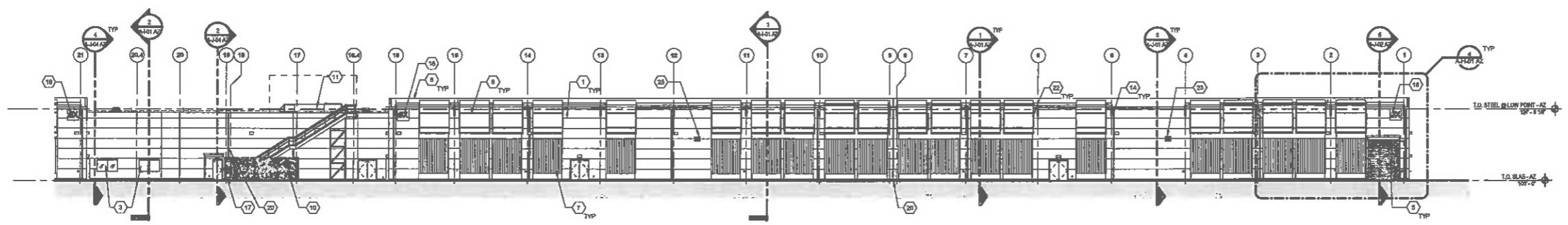
- KEYED NOTES - EXTERIOR ELEVATIONS**
- 1 INSULATED METAL PANEL
 - 2 CASPIFY
 - 3 ALUMINUM FRAMED STOREFRONT
 - 4 SCHEMATIC DOOR (SEE DOOR SCHEDULE)
 - 5 OVERHEAD COILING DOOR (SEE DOOR SCHEDULE)
 - 6 RELIEF DUCT
 - 7 LOUVER
 - 8 MEMBRANE ROOF
 - 9 TRANS COMPACTOR DOOR
 - 10 EXTERIOR FINISH (SEE CIVIL)
 - 11 AIR HANDLING UNIT (SEE MECHANICAL)
 - 12 CURB/WALL SCUPPER RIDGE/POINTE (SEE CIVIL FOR UNDERGROUND SCUPPER)
 - 13 CONTINUOUS RAFTER TRIM
 - 14 DOWNPOUT (SEE CIVIL FOR TRIM)
 - 15 SOLARIS PAINT SAFETY YELLOW
 - 17 BRICK KICK OUT FIRE PROTECTION DRAWING
 - 18 BUILDING IDENTIFICATION BRONZE, SEE SIGNAGE PLANS
 - 19 LIGHT FIXTURE (SEE ELECTRICAL)
 - 20 DOWNSPILL JOINT
 - 21 CONCRETE FACED INSULATED WALL PANELS
 - 22 METAL PANEL STACK JOINT
 - 23 PENETRATION FOR CABLE BUS (SEE ELECTRICAL)

GENERAL NOTES (BUILDING ELEVATIONS)

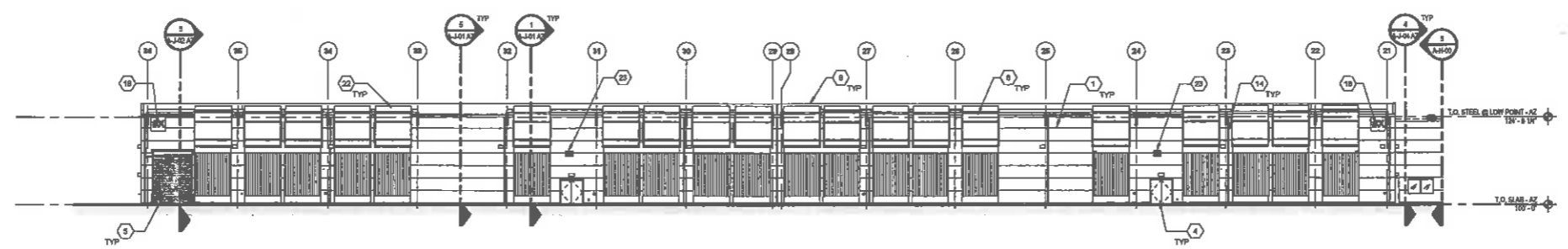
- A THE KEYED NOTES ARE PART OF A MASTER LIST FOR EXTERIOR ELEVATION DRAWINGS. SOME KEYED NOTES MAY NOT APPEAR ON ALL DRAWINGS.
- B REFER TO DRAWING 04-03 FOR GENERAL NOTES, SYMBOL LEGENDS, AND ABBREVIATIONS.
- C REFER TO THE FINISH LEGEND & EXTERIOR FINISH DIAGRAM FOR ADDITIONAL MATERIAL AND COLOR INFORMATION.
- D SECTIONS AND OTHER ELEMENTS SHOWN IN THE FOREGROUND OF THE BUILDING ELEVATIONS ARE NOT SHOWN FOR CLARITY IN THE BALANCED ELEVATIONS.
- E REFER TO DETAILS IN THE A-H SERIES DRAWINGS FOR CONDUIT / PIPE WALL PENETRATION DETAILS. NOT ALL PIPE PENETRATIONS ARE SHOWN ON THE ELEVATIONS. REFER TO ELECTRICAL, MECHANICAL, PLUMBING, AND TELECOM DRAWINGS FOR ADDITIONAL INFORMATION.
- F FOR ELEVATIONS ALONG GRID LINES 11 AND 21, SEE 04-H-01.



1 EXTERIOR ELEVATION
SCALE: 1/16" = 1'-0"



2 EXTERIOR ELEVATION
SCALE: 1/16" = 1'-0"



3 EXTERIOR ELEVATION
SCALE: 1/16" = 1'-0"

Page Bookend/Plan, L&P
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Fax: 512 477 3211
Microsoft Confidential
Austin | Dallas | Denver | Houston | Washington DC | International Office



DSM08 DATA CENTER
550 SE WHITE CRANE ROAD
WEST DES MOINES, IA 50265

Design Team

Design	SM
Drawn	SM
Checked	SM
2nd	SM
Page Properties	2008.02.08
File Properties	11/10/08

Approvals

DATE	DATE

Microsoft

Microsoft	SM
Microsoft	PETER GIBSON
Microsoft	ERIC BAAL
Microsoft	STEVE HAYWOOD/PAGE
Microsoft	ANDREW TAYLOR
Microsoft	ERIC YANCEY
Microsoft	RICK WADE

DESIGN TEAM

Design Lead	JASON GILBERT/PAGE
Architectural Lead	BRYAN HAYWOOD/PAGE
Civil Engineering Lead	STEVE POLES/PACLAND
Structural Engineering Lead	DAVID BROWN/PAGE
Mechanical Engineering Lead	CAMERON BROWN/PAGE
Electrical Engineering Lead	JOHN OLSON/PAGE
Sanitary Engineering Lead	ANDY EASTON/PAGE
Process Lead	PAUL CLAY/PACLAND
Utility Lead	PETER BRITZ/PAGE

Revisions

No.	Date	Description
1	2008.07.24	100% IFC

Registration

Key Plan

Bar Code
CONFIDENTIAL - TRADE SECRET - DO NOT DISCLOSE
This information contains confidential proprietary trade secrets as defined in the Iowa Uniform Trade Secrets Act and is provided pursuant to a promise of confidentiality.
Sheet Title Number

EXTERIOR ELEVATIONS

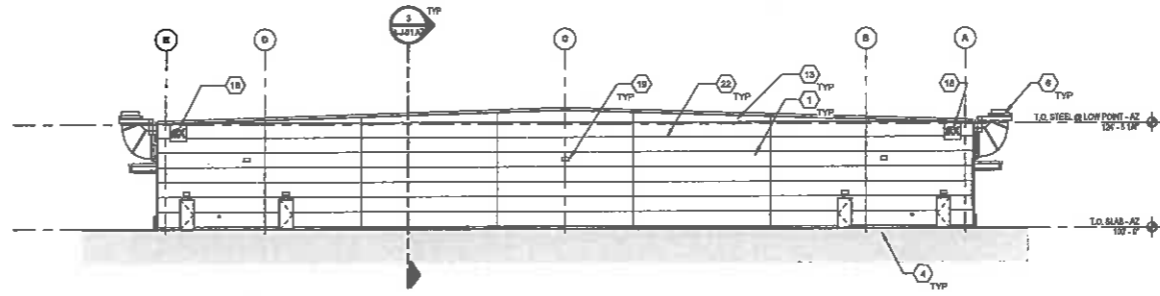
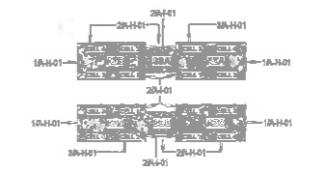
A-H-01 AZ

EXTERIOR FINISH LEGEND

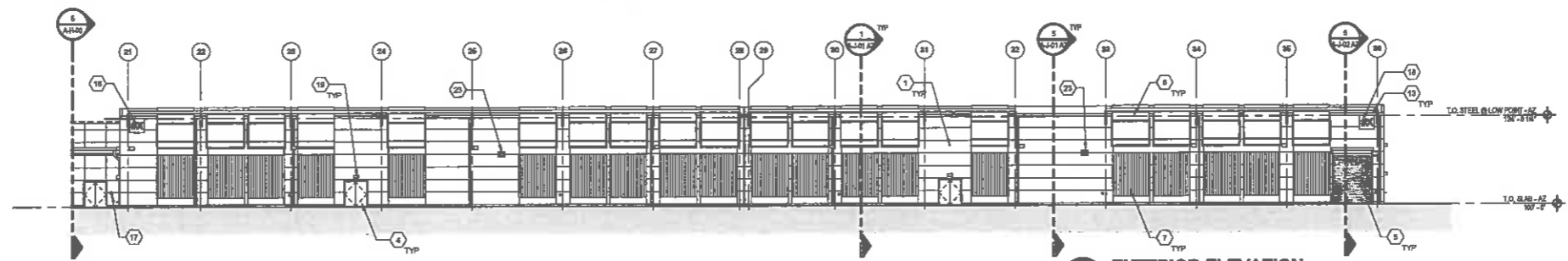


- KEYED NOTES - EXTERIOR ELEVATIONS**
- INSULATED METAL PANEL
 - CASEY
 - ALUMINUM FRAMED STOREFRONT
 - SCHEDULED DOOR (SEE DOOR SCHEDULE)
 - OVERHEAD COOLING DOOR (SEE DOOR SCHEDULE)
 - RELIEF DUCT
 - LOUVER
 - MEMBRANE ROOF
 - TRASH COMPACTOR DOOR
 - DISH DRAIN (SEE CIVIL)
 - AIR HANDLING UNIT (SEE MECHANICAL)
 - TRANSFER WALL (SEE CIVIL FOR UNDERGROUND TRASH)
 - CONTINUOUS RAKE TRIM
 - DOWNSPOUT (SEE CIVIL FOR TRASH)
 - SQUARED PAINT (SAFETY YELLOW)
 - KNOX BOX (SEE FIRE PROTECTION DRAWINGS)
 - BUILDING IDENTIFICATION SIGNAGE, SEE SIGNAGE PLANS
 - LIGHT FIXTURE (SEE ELECTRICAL)
 - EXPANSION JOINT
 - CONCRETE FACED INSULATED WALL PANELS
 - METAL PANEL STACK JOINT
 - PENETRATION FOR CABLE BUS (SEE ELECTRICAL)

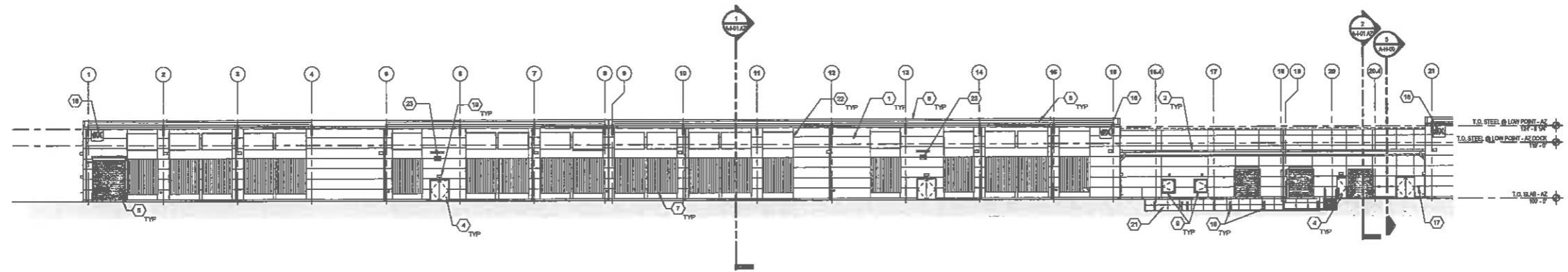
- GENERAL NOTES (BUILDING ELEVATIONS)**
- THE KEYED NOTES ARE PART OF A MASTER LIST FOR EXTERIOR ELEVATION DRAWINGS. SOME KEYED NOTES MAY NOT APPEAR ON ALL DRAWINGS.
 - REFER TO DRAWING GA-01 FOR GENERAL NOTES, SYMBOL LEGENDS, AND ABBREVIATIONS.
 - REFER TO THE FINISH LEGEND & EXTERIOR FINISH DIAGRAM FOR ADDITIONAL MATERIAL AND COLOR INFORMATION.
 - CONDUITS AND OTHER EQUIPMENT SHOWN IN THE FOREGROUND OF THE BUILDING ELEVATIONS ARE NOT SHOWN FOR CLARITY IN THE ENLARGED ELEVATIONS.
 - REFER TO DETAILS IN THE A-H SERIES DRAWINGS FOR CONDUIT / PIPE WALL PENETRATION DETAILS. NOT ALL PIPE PENETRATIONS ARE SHOWN ON THE ELEVATIONS. REFER TO ELECTRICAL, MECHANICAL, PLUMBING, AND TELECOM DRAWINGS FOR ADDITIONAL INFORMATION.
 - FOR ELEVATIONS ALONG GRID LINES 16 AND 21, SEE 204-4-1



4 EXTERIOR ELEVATION
SCALE: 1/16" = 1'-0"



2 EXTERIOR ELEVATION
SCALE: 1/16" = 1'-0"



3 EXTERIOR ELEVATION
SCALE: 1/16" = 1'-0"

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Microsoft
DSM08
DATA CENTER
550 SE WHITE CRANE ROAD
WEST DES MOINES, IA 50265

Design Team	
Client	Microsoft
Drawn	MS
Checked	MS
Date	19 JAN 2015
Page Project	14801838
Scale	As Shown

Approvals	
Designer	MICROSOFT
Principal Designer	PETER VANBA
Senior Designer	ERIC REAL
Senior Designer	STEVE STEWART
Supervising Designer	ANDREW TAYLOR
Senior Designer	ERIC WARE
QA	RON HASE

Design Team	
Talk Show Lead	JASON GILBERT PAGE
Architectural Lead	BRENNAN WOODS PAGE
Structural Engineering Lead	STEVE PRINCE/TAYLOR
MEP Engineering Lead	DAVID BROWN/PAGE
Electrical Engineering Lead	CAROLAN BROWN/PAGE
Telecom Engineering Lead	JONAS CLAYTON/PAGE
MEP Detail Lead	ANICK SHAYKH/PAGE
Technical Lead	MATTHEW HENNING/PAGE
Construction Lead	PETE BRITZGAS/MS

Revisions		
No.	Date	Description
1	2015.07.24	100% FIC

Registration	
Scale	As Shown
Sheet Title	Exterior Elevations
Sheet Number	A-H-02 AZ

Key Plan	
Grid Line	16
Grid Line	21

BIM Code	
CONFIDENTIAL - TRADE SECRET - DO NOT DISCLOSE	
This information constitutes confidential proprietary "trade secret" as defined in the Iowa Uniform Trade Secrets Act and is provided pursuant to a promise of confidentiality.	

EXTERIOR ELEVATIONS
A-H-02 AZ

Prepared by: L.Twedt, City of West Des Moines Development Services, P.O. Box 65320, West Des Moines, IA 50265-0320,
515-222-3620

When Recorded, Return to: City Clerk, City of West Des Moines, P. O. Box 65320, West Des Moines, IA 50265-0320

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, APPROVING THE ALLUVION DSM07 SITE PLAN (SP-002987-2016) TO ALLOW CONSTRUCTION OF A DATA CENTER SERVER BUILDINGS.

WHEREAS, pursuant to the provisions of Title 9, Chapter 1 et seq, of the West Des Moines Municipal Code, the applicant, Microsoft Corporation, has requested approval for the Alluvion DSM07 Site Plan (SP-002987-2016) located at 550 SE White Crane Road to allow construction of four data server buildings (approximately 285,000sf) and associated site improvements as part of the Alluvion DSM07 project;

Legal Description of Property

LOT 3, WILLOW CREEK PLAT 1, AN OFFICIAL PLAT NOW IN
AND FORMING A PART OF THE CITY OF WEST DES MOINES,
POLK COUNTY, IOWA

WHEREAS, studies and investigations were made, and staff reports and recommendations were submitted which is made a part of this record and herein incorporated by reference;

WHEREAS, on February 22, 2016, the Plan and Zoning Commission did recommend to the City Council approval of the Alluvion DSM07 Site Plan (SP-002987-2016);

WHEREAS, on, March 7, 2016, this City Council held a duly-noticed meeting to consider the application for Alluvion DSM07 Site Plan (SP-002987-2016);

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

SECTION 1. The findings, for approval, stated in the staff report, dated March 7, 2016, or as amended orally at the City Council meeting of March 7, 2016, are adopted.

SECTION 2. Alluvion DSM07 Site Plan (SP-002987-2016) to allow construction of four data server buildings (approximately 285,000sf) and associated site improvements as part of the Alluvion DSM07 project is approved, subject to compliance with all the conditions in the staff report, dated March 7, 2016, including conditions added at the meeting, and attached hereto as Exhibit "A". Violation of any such conditions shall be grounds for revocation of the entitlement, as well as any other remedy which is available to the City.

PASSED AND ADOPTED on March 7, 2016.

Steve Gaer
Mayor

ATTEST:

Ryan T. Jacobson
City Clerk

I HEREBY CERTIFY that the foregoing resolution was duly adopted by the City Council of the City of West Des Moines, Iowa, at a regular meeting held on March 7, 2016, by the following vote:

ATTEST:

Ryan T. Jacobson
City Clerk

Exhibit A
Conditions of Approval

1. The applicant acknowledging that all phases collectively will need to abide by the regulations stated City's Noise Ordinance at all times;
2. The applicant taking the necessary measures within the limits of what Microsoft security measures will allow to minimize light pollution on surrounding properties and the area in general; and,
3. The applicant acknowledging and agreeing that any intended modifications to the site which differ from that shown on the final approval stamped site plan drawing packet shall require the review and approval of the City prior to implementation. Said changes may require the submittal and approval of a Minor or Major Modification Permit application, whichever is deemed applicable by staff which shall be reviewed and approved prior to implementation of any changes.
4. The applicant making appropriate substitutions for the American Sycamore and Eastern Red Cedar.

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

DATE: March 7, 2016

ITEM: Amendment to City Code, Title 7 (Public Ways and Property), Chapter 11 (Park Regulations) City Initiated – Tobacco-free Parks
1. Ordinance – Approval of First Reading

FINANCIAL IMPACT: None. All signs will be provided by the Iowa Department of Public Health and American Lung Association, Tobacco Control. There will be staff time involved in the installation of the signs.

BACKGROUND: A representative from the American Lung Association, Tobacco Control, Brian Vanderheyden, made a presentation to the Parks and Recreation Advisory Board at their December 17, 2015 meeting. Mr. Vanderheyden requested the Board to consider making all parks in West Des Moines tobacco-free. This involves prohibiting the use of any form of tobacco and nicotine while on park property. This includes but is not limited to cigarettes, cigars, chewing tobacco, snuff, pipes, snus, Electronic Smoking Devices (ESD) and nicotine products that are not Food and Drug Administration (FDA) approved for tobacco cessation. A copy of the presentation materials from the December 17, 2015 Board meeting is attached.

The City currently follows the Iowa Smokefree Air Act of 2008 with some areas of parks being smoke-free while others are not. No parks or areas of parks are entirely tobacco-free. Smoke-free areas currently include any buildings and the grounds immediately surrounding them including shelters; seating areas of outdoor sports complexes; swimming pools and beaches; and the dog park.

With support of the Board, staff had discussions about making all parks tobacco-free with Tom Hadden, City Manager; Jason Wittgraf, Assistant City Attorney; Shaun LaDue, Police Chief; Jim Barrett, Police Lieutenant; and various Parks and Recreation Department staff. The only potential issues arose with certain facilities such as the softball complex and Nature Lodge at Raccoon River Park where smoking is currently prohibited. People found smoking in these facilities are now able to go outside the fenced area into the parking lot or onto the grass to smoke. With parks being tobacco-free, this would no longer be possible, and they would have to leave the park entirely. Other than this, no other major concerns were raised.

On January 21, 2016, the Parks and Recreation Advisory Board approved a recommendation to the Council to make the parks tobacco-free with the goals of reducing exposure to secondhand smoke and promoting an overall culture of wellness and health. This is accomplished by revising the park rules and regulations in the City Code (Title 7, Chapter 11) to prohibit tobacco and nicotine use by any person while on park property. A penalty clause allows for a warning and fine if necessary. The fine will be \$100 to match other fines issued for violations in parks, such as those involving alcohol consumption and swimming outside the beach.

Although the code will allow for a penalty, there would be some judgment involved in every situation. The penalty clause would simply allow for a warning and fine to be issued at the

discretion of a police officer when someone is blatantly violating the rule or is belligerent when asked to abide by the rule.


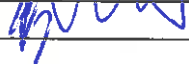

The Public Safety Council Subcommittee approved making parks tobacco-free at their meeting on February 5, 2016.

OUTSTANDING ISSUES: None

RECOMMENDATION: That the Council approve the first reading of the Ordinance.

Lead Staff Member: Sally Ortgies 

STAFF REVIEWS

Department Director	
Appropriations/Finance	
Legal	
Agenda Acceptance	

PUBLICATION(S) (if applicable)

Published In	N/A
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Safety		
Date Reviewed	2/5/16		
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 2, "RULES AND REGULATIONS", AND 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 2, "Rules and Regulations", and Section 3, "Penalty", are hereby amended by deleting ~~strike through~~ text and adding underline text.

7-11-2: RULES AND REGULATIONS:

I. Language Use of Tobacco: No person, at any time, shall use tobacco of any kind while present on any City park property. Tobacco includes any product made or derived from tobacco that is intended for human use, including any component, part, or accessory of a tobacco product. This includes, but is not limited to, cigarettes, electronic smoking devices, cigarette tobacco, roll-your-own tobacco, smokeless tobacco, and dissolvable tobacco. Electronic smoking devices mean any device that can be used to deliver an aerosolized solution that may or may not contain nicotine to the person inhaling from the device, including, but not limited to, an e-cigarette, e-cigar, e-pipe, vape pen, e-hookah, or other simulated smoking device. Nicotine products approved by the United States Food and Drug Administration for tobacco cessation shall be allowed within City parks.

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 7-11-2(I) "Use of Tobacco", (S), "Consumption in Public Parks", and (X), "Swimming/Beach Use", of this Chapter, police officers or designees shall enforce and be authorized to issue citation-complaints. Before issuing a citation-complaint, the police officer or designee shall verify that the offender has previously received a warning against engaging in such conduct, or the offender has refused to discontinue engaging in such conduct after the police officer or designee has advised the offender that such conduct must cease. 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", of this Chapter, 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 _____, 2016.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk