

# CITY OF WEST DES MOINES

## COUNCIL AGENDA

**date:** May 16, 2016

**time:** 5:30 P.M.

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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 <sup>ST</sup> WARD .....	KEVIN L. TREVILLYAN		
COUNCILMEMBER 2 <sup>ND</sup> WARD .....	JOHN MICKELSON		
COUNCILMEMBER 3 <sup>RD</sup> WARD.....	RUSS TRIMBLE		

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1. **Call to Order/Pledge of Allegiance/Roll Call/Approval of Agenda**
2. **Citizen Forum** (Pursuant to City Council Procedural Rules citizen remarks are limited to five minutes under this agenda category - if additional time is desired the Mayor/Council may allow continuation as part of the Other Matters portion of the agenda)
3. **Mayor/Council/Manager Report/Other Entities Update**
  - a. Swearing in of Police Officers Jharred Millonig and Travis Fisher
4. **Consent Agenda**
  - a. Motion - Approval of Minutes of May 2, 2016 Meeting
  - b. Motion - Approval of Bill Lists
  - c. Motion - Approval of Liquor Licenses:
    1. BBMG Mills Civic Parkway, LLC d/b/a Draught House 50, 6420 Mills Civic Parkway - Class LC Liquor License with Sunday Sales and Outdoor Service - Renewal
    2. Drury Development Corporation d/b/a Drury Inn & Suites, 5505 Mills Civic Parkway - Class LB Liquor License with Sunday Sales - Renewal
    3. Dino Investment, Corp. d/b/a The Filling Station, 305 Grand Avenue - Class LC Liquor License with Sunday Sales and Outdoor Service - Renewal
    4. Hy-Vee, Inc. d/b/a Hy-Vee Food Store #1, 1700 35th Street - Class LE Liquor License with Carryout Wine, Carryout Beer and Sunday Sales - Renewal
    5. Hy-Vee, Inc., d/b/a Hy-Vee Clubroom, 555 South 51<sup>st</sup> Street, Clubroom Area - Class BW Permit with Sunday Sales - Renewal
    6. Hy-Vee, Inc. d/b/a Hy-Vee Meeting Room, 1725 Jordan Creek Parkway - Transfer Location Temporarily to 1236 Jordan Creek Parkway (SpringHill Suites) - June 15-16, 2016
    7. Kum & Go, LC d/b/a Kum & Go #8, 1293 8<sup>th</sup> Street - Class LE Liquor License with Carryout Wine, Carryout Beer, and Sunday Sales - Renewal

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8. Kum & Go, LC d/b/a Kum & Go #50, 745 South 51<sup>st</sup> Street - Class LE Liquor License with Carryout Wine, Carryout Beer, and Sunday Sales - Renewal
  9. Kum & Go, LC d/b/a Kum & Go #74, 141 South Jordan Creek Parkway - Class LE Liquor License with Carryout Wine, Carryout Beer, and Sunday Sales - Renewal
  10. Kum & Go, LC d/b/a Kum & Go #2091, 5969 Ashworth Road - Class LE Liquor License with Carryout Wine, Carryout Beer, and Sunday Sales - Renewal
  11. Target Corporation d/b/a Target Store T-1901, 5405 Mills Civic Parkway - Class LE Liquor License with Carryout Wine, Carryout Beer, and Sunday Sales - Renewal
  12. Walgreen Co. d/b/a Walgreens #6623, 1660 22<sup>nd</sup> Street - Class LE Liquor License with Carryout Wine, Carryout Beer, and Sunday Sales - Renewal
  13. Walgreen Co. d/b/a Walgreens #6677, 4900 Mills Civic Parkway - Class LE Liquor License with Carryout Wine, Carryout Beer, and Sunday Sales - Renewal
  14. Walgreen Co. d/b/a Walgreens #6678, 1999 Grand Avenue - Class LE Liquor License with Carryout Wine, Carryout Beer, and Sunday Sales - Renewal
  15. Wal-Mart Stores, Inc. d/b/a Wal-Mart Supercenter #3762, 6365 Stagecoach Drive - Class LE Liquor License with Carryout Wine, Carryout Beer and Sunday Sales - Renewal
  16. The Wine Experience at Jordan Creek d/b/a The Wine Experience at Jordan Creek, 101 Jordan Creek Parkway, Suite 12518 - Six-Month Class BW Permit with Sunday Sales and Outdoor Service - New
- d. Motion - Approval of Lane Closures for Special Events:
1. 58<sup>th</sup> Street Block Party, June 4, 2016
  2. Mustang Ford Show, June 5, 2016
- e. Motion - Approval of Extended Sound Permits:
1. 58<sup>th</sup> Street Block Party, June 4, 2016
  2. West Glen Town Center Summer Event Series
- f. Motion - Approval of Reappointment - Plan and Zoning Commission
- g. Motion - Approval to Sell Surplus City Equipment
- h. Motion - Approval of Insurance Brokerage Service Agreement
- i. Motion - Approval of Change Order #2 - Maffitt Lake Road - SE Soteria Avenue to Veterans Parkway
- j. Motion - Approving Initiation of Disposal of Surplus Property - 900 Block of 1<sup>st</sup> Street
- k. Resolution - Approval of Amendment to City Purchasing Policy
- l. Resolution - Approval of Reimbursement - Various Capital Project Funds
- m. Resolution - Order Construction:
1. 98<sup>th</sup> Street Improvements - Water Tower to Railroad Tracks (includes approval of 28E Agreement with City of Waukee)
  2. Raccoon River Park Softball Irrigation Modifications

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- n. Resolution - Approval of Professional Services Agreements
  - 1. Coachlight Drive Improvements - South 88<sup>th</sup> Street to South 91<sup>st</sup> Street (includes approval of Agreement of Assignment of Coachlight Plans and approval of Development Agreement with Hidden Creek, LLC)
  - 2. 139 6<sup>th</sup> Street - Information Technology Services Remodel
- o. Removed
- p. Resolution - Establish Consultation Meeting and Public Hearing - Amendment #1 to Ashworth Corridor Urban Renewal Area
- q. Resolution - Approval and Acceptance of Easements and Agreements - West Green Industrial Park, 175 South 9<sup>th</sup> Street and 250 South 11<sup>th</sup> Street
- r. Resolution - Approval and Acceptance of Purchase Agreements, Deeds and Easements:
  - 1. Ashworth Road Improvements Project - Phase 1
  - 2. Veterans Parkway - Phase 4
  - 3. Fox Creek Sanitary Sewer Project - Phase 2
  - 4. Sugar Creek Sewer Extension Project
- s. Resolution - Approval and Acceptance of Condemnation Award - South 50<sup>th</sup> Street Improvements Project
- t. Resolution - Authorizing the City Manager to Submit Grant Applications on Behalf of the City of West Des Moines

**5. Old Business**

- a. 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
  - 1. Ordinance - Approval of Second, Third Readings and Final Adoption
- b. Majestic Oaks, generally located at the northwest corner of Stagecoach Drive and South 95<sup>th</sup> Street - Rezone approx. 17 acres from Residential Single Family to Planned Unit Development (PUD) to Allow for the Construction of a 16 Lot Single Family Development - John (Alex) Wick
  - 1. Ordinance - Approval of Second, Third Readings and Final Adoption
- c. Mill Ridge, generally located at the southwest corner of South 88<sup>th</sup> Street and Stagecoach Drive - Vacate Right-of-Way for approx. 1,200 ft. of Harper Lane and South 91<sup>st</sup> Street between Harper Lane and Sugar Creek Drive - Hubbell Realty Company
  - 1. Ordinance - Approval of Second, Third Readings and Final Adoption

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

- a. 988 78<sup>th</sup> Place - Consistency Zone the Property from Unzoned to Single Family Residential - City Initiated
  - 1. Ordinance - Approval of First Reading
- b. Jordan Creek Business Park, southwest corner of Village View Drive and South 60<sup>th</sup> Street - Vacate a 40 ft. Roadway Easement - Todd Rueter
  - 1. Ordinance - Approval of First Reading
- c. South 60<sup>th</sup> Street Sanitary Sewer Connection Fee District - City Initiated
  - 1. Ordinance - Approval of First Reading
- d. Community Development Block Grant Program - 2016-17 Annual Action Plan - City Initiated
  - 1. Resolution - Approval of 2016-17 Annual Action Plan
- e. 2015-16 FY Operating and Capital Budget - Amendment #2 - City Initiated
  - 1. Resolution - Approval of Budget Amendment #2
- f. South 60<sup>th</sup> Street Improvements Phase 1 - Grand Avenue to Mills Civic Parkway - 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. Wirtz Commercial Park Plat 5, south of Mills Civic Parkway and west of South 51<sup>st</sup> Street - Subdivide Property into Three Commercial Lots - Woodside Business Park, LLC
  - 1. Resolution - Approval and Release of Final Plat
- b. Mill Ridge Townhomes Plat 1, southwest corner of South 88<sup>th</sup> Street and Stagecoach Drive - Approval of a Site Plan to Allow Construction of a 75 Unit Townhome Development - Hubbell Realty Company
  - 1. Resolution - Approval of a Phased Site Plan
- c. Issuance of \$9,225,000 General Obligation Bonds - City Initiated
  - 1. Motion - Receive and File Report of Bids
  - 2. Resolution - Award Sale
- d. Issuance of \$15,815,000 General Obligation Urban Renewal Bonds - City Initiated
  - 1. Motion - Receive and File Report of Bids
  - 2. Resolution - Award Sale



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- e. Amendment to City Code - Title 7 (Public Ways and Property), Chapter 12 (Library Regulations), Section 2 (Rules and Regulations) - Behavior of Library Patrons - Library Board of Trustees
  - 1. Ordinance - Approval of First Reading
  
- 8. Receive, File and/or Refer**
  - a. Philip Dorweiler Resignation - Water Works Board of Trustees
  
- 9. Other Matters**
  
- 10. Executive Session**
  - a. Pending/Threatened Litigation

**CITY COUNCIL WORKSHOP**

(immediately follows Council meeting)

- 1. Open Meetings Law
- 2. 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.

May 2, 2016

West Des Moines City Council Proceedings  
Monday, May 2, 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, May 2, 2016 at 5:32 PM. Council members present were: R. Messerschmidt, J. Mickelson, K. Trevillyan, and R. Trimble. Council member J. Sandager participated by phone.

Mayor Gaer welcomed the sixth grade students from Fairmeadows Elementary School participating in Student Government Day. The following students were introduced and the role they were playing: Caden Altemeir, Mayor; Annie Judge, Council member First Ward; Lehana Sonoiki, Council member Second Ward; Hailey Saltzman; Council member Third Ward; Maddie Phillips, Council member at Large; Sully Waldrop, City Manager; Trever Lamb, City Attorney; Caleb Clements, City Clerk; and Melania Lozovich, Deputy City Clerk.

City Clerk Ryan Jacobson stated staff recommends the removal of Item 4(f) Appointment - Plan and Zoning Commission, as it was included on the agenda in error, and staff also recommends deferring Item 4(i) Approval of Insurance Brokerage Service Agreement to the May 16, 2016 meeting.

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

Vote 16-128: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes  
Motion carried.

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

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

Council member Sandager reported he attended a meeting of the Greater Des Moines Convention and Visitors Bureau Board, where a new cash reserve policy was approved.

Council member Mickelson reported the Mayor's Bike Ride will be held on Saturday, May 14<sup>th</sup>. He also reported he attended the inauguration of West Des Moines resident Rebecca Ebinger as U.S. District Court Judge for the Southern District of Iowa.

Council member Messerschmidt reported he attended the "Art on the Campus" open house last week.

City Manager Tom Hadden reported a public workshop on the Historic West Des Moines Master Plan will be held on May 10<sup>th</sup>.

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On Item 4. Consent Agenda.

It was moved by Messerschmidt, second by Trevillyan to approve the consent agenda as amended.

- a. Approval of Minutes of April 18, 2016 Meeting
- b. Approval of Bill Lists
- c. Approval of Liquor Licenses:
  - 1. Biaggi's Ristorante Italiano, LLC d/b/a Biaggi's Ristorante Italiano, 5990 University Avenue - Class LC Liquor License with Carryout Wine, Sunday Sales and Catering Privileges - Renewal
  - 2. Turkey Brothers, Inc. d/b/a Fire Creek Grill, 800 South 50th Street - Class LC Liquor License with Sunday Sales and Outdoor Service - Renewal
  - 3. Migliero Real Estate d/b/a G. Mig's 5th Street Pub, 128 5th Street - Class LC Liquor License with Sunday Sales - Renewal
  - 4. Kinseth Hotel Corporation d/b/a Homewood Suites, 6220 Stagecoach Drive - Class BW Permit with Carryout Wine, Sunday Sales, Living Quarters, and Outdoor Service - Renewal
  - 5. Big Winds WDM, Inc. d/b/a Hurricane Grill and Wings, 3340 Westown Parkway - Class LC Liquor License with Sunday Sales and Outdoor Service - Renewal
  - 6. Hy-Vee, Inc. d/b/a Hy-Vee Market Cafe, 1700 Valley West Drive (Cafe Area) - Class LC Liquor License with Sunday Sales - Renewal
  - 7. Eat Thai, LLC d/b/a King and I Thai Cuisine, 1821 22nd Street, #103 - Class BW Permit with Sunday Sales - Renewal
  - 8. MM, LLC d/b/a Ladder #13, 1316 Grand Avenue - Class LC Liquor License with Sunday Sales and Outdoor Service - Renewal
  - 9. Red Robin International, Inc. d/b/a Red Robin America's Gourmet Burgers & Spirits, 6255 Mills Civic Parkway - Class LC Liquor License with Sunday Sales and Outdoor Service - Renewal
  - 10. Pike VII Management Inc. d/b/a Smashburger, 1821 22nd Street, Suite #106 - Class B Beer Permit with Sunday Sales - New
  - 11. Team United Roller Derby d/b/a Team United Roller Derby, 2019 Grand Avenue (Skate West) - 5-Day Class BB Permit with Sunday Sales for Event on May 14-15, 2016 - New
  - 12. Wasabi Group Inc. d/b/a Wasabi, 9500 University Avenue, Suite 2101 - Class LC Liquor License with Sunday Sales and Outdoor Service - New
  - 13. Willow Creek Golf Course, Inc. d/b/a Willow Creek Golf Course, 140 Army Post Road - Class LC Liquor License with Sunday Sales, Living Quarters, and Outdoor Service Privileges - Renewal
- d. Approval of Orders for Violations of Alcohol Laws
- e. Approval of Cigarette/Tobacco Permit
- g. Approval to Sell Surplus City Equipment
- h. Approval of Contract - Advertising Services, WDM Magazine

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- j. Approval of Contract Amendment - Landscape Maintenance
- k. Approval of Change Order #10 - 318 5th Street Building Renovation
- l. Approval of Amendments to Professional Services Agreements:
  - 1. Fox Creek Trunk Sewer Extension, #2
  - 2. Public Safety Station 18 HVAC Improvements, #1
  - 3. Public Safety Station 21 HVAC Improvements, #1
- m. Approval of Special Assessment - Nuisance Abatement
- n. Approval of Revised Petty Cash Levels
- o. Direct Advertisement for Sale, Approval of Electronic Bidding Procedures and Approval of Official Statement:
  - 1. Issuance of \$9,225,000 General Obligation Bonds
  - 2. Issuance of \$15,815,000 General Obligation Urban Renewal Bonds
- p. Approval of Agreement - Renewal of Main Street Iowa Program Agreement
- q. Order Construction:
  - 1. South 50th Street Widening, Mills Civic Parkway to EP True Parkway
  - 2. South 60th Street Improvements Phase 1, Grand Avenue to Mills Civic Parkway
  - 3. Veterans Parkway Phase 4 - SE Pine Avenue Trail
- r. Completion of Work - University Avenue Traffic Adaptive Signal System
- s. Approval of Professional Services Agreement - Jordan Creek Parkway and University Avenue Intersection
- t. Approval of Extension of Entitlement - Office at the Galleria, 645 South 60th Street
- u. Approval and Acceptance of Purchase Agreements, Deeds and Easements:
  - 1. South 50th Street Improvements Project
  - 2. South 60th Street Improvements Project
  - 3. Ashworth Road Improvements Project - Phase 1
  - 4. Walnut Creek Outfall Storm Sewer Project
- v. Approval of Proclamations:
  - 1. Bike Month, May 2016
  - 2. Mental Health Month, May 2016
  - 3. Police Officers Week, May 15-21, 2016
  - 4. National Public Works Week, May 15-21, 2016

Vote 16-129: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes  
Motion carried.

On Item 5(a) Fox Valley, generally the area south of SE Adams Street and west of Orilla Road -  
Rezone Property to Adjust Locations and Acreages of Single Family and Medium Density  
Residential, initiated by Charles I. and Ruth Colby National Development Trust

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

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Vote 16-130: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes  
Motion carried.

The City Clerk read the preamble to the ordinance.

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

Vote 16-131: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes  
Motion carried.

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

Vote 16-132: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes  
Motion carried.

On Item 5(b) Amendment to City Code - Title 4 (Health and Safety Regulations) and Title 9 (Zoning) - Establish Regulations Pertaining to Solar Energy Systems, initiated by the City of West Des Moines

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

Vote 16-133: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes  
Motion carried.

The City Clerk read the preamble to the ordinance.

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

Vote 16-134: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes  
Motion carried.

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

Vote 16-135: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes  
Motion carried.

On Item 5(c) Amendment to City Code - Title 9 (Zoning), Chapter 7 (Setback and Bulk Density Regulations) - Modify the Bulk Regulations Requirements for Office Zoning Districts, initiated

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by the City of West Des Moines

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

Council member Trimble requested additional information on this ordinance.

Lynne Twedt, Development Services Director, explained this ordinance would allow more flexibility for redevelopment of office buildings in Professional Commerce Park (PCP) zoning districts.

Vote 16-136: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes  
Motion carried.

The City Clerk read the preamble to the ordinance.

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

Vote 16-137: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes  
Motion carried.

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

Vote 16-138: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes  
Motion carried.

On Item 6(a) Mayor Gaer indicated this was the time and place for a public hearing to consider 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, initiated by the City of West Des Moines (Continued from January 26, 2016, February 8, 2016, March 7, 2016, March 21, 2016, April 4, 2016, and April 18, 2016). He asked for the date the notice was published and the City Clerk indicated the notice was published on January 8, 2016 in the Des Moines Register. Mayor Gaer asked if any written comments had been received. The City Clerk stated on a vote of 6-0, with one member absent, the Plan and Zoning Commission recommended denial of the ordinance amendment.

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

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City Attorney Dick Scieszinski stated he believes the Plan and Zoning Commission voted to deny the ordinance amendment because they supported establishing a Planned Unit Development (PUD) to change the zoning for a specific property, but his opinion is that such an action would be an improper use of a PUD.

Lynne Twedt, Development Services Director, explained that this ordinance amendment was driven by some developers and residents inquiring about indoor storage being allowed closer to residential zoning districts, as it is currently only allowed in general industrial or warehouse zoning districts. She noted there is currently a trend in other communities nationwide of indoor storage buildings that look like office buildings. Staff does not foresee any issue of allowing such a use in office zoning districts.

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

Vote 16-139: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes  
Motion carried.

The City Clerk read the preamble to the ordinance.

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

Vote 16-140: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes  
Motion carried.

On Item 6(b) Mayor Gaer indicated this was the time and place for a public hearing to consider Majestic Oaks, generally located at the northwest corner of Stagecoach Drive and South 95th Street - Rezone approx. 17 acres from Residential Single Family to Planned Unit Development (PUD) to Allow for the Construction of a 16 Lot Single Family Development, initiated by John (Alex) Wick. He asked for the date the notice was published and the City Clerk indicated the notice was published on April 15, 2016 in the Des Moines Register. Mayor Gaer asked if any written comments had been received. The City Clerk stated on a vote of 4-1, with two members absent, the Plan and Zoning Commission recommended approval of the PUD ordinance.

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

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

Vote 16-141: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes  
Motion carried.

The City Clerk read the preamble to the ordinance.

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

Vote 16-142: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes  
Motion carried.

On Item 6(c) Mayor Gaer indicated this was the time and place for a public hearing to consider Mill Ridge, generally located at the southwest corner of South 88th Street and Stagecoach Drive - Vacate Right-of-Way for approx. 1,200 ft. of Harper Lane and South 91st Street between Harper Lane and Sugar Creek Drive, and Vacate Various Easements within Proposed Mill Ridge Development, initiated by Hubbell Realty Company. He asked for the date the notice was published and the City Clerk indicated the notice was published on April 15, 2016 in the Des Moines Register. Mayor Gaer asked if any written comments had been received. The City Clerk stated on a vote of 5-0, with two members absent, the Plan and Zoning Commission recommended approval of the vacation request.

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 Vacation of Easements.

Vote 16-143: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes  
Motion carried.

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

Vote 16-144: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes  
Motion carried.

The City Clerk read the preamble to the ordinance.

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

Vote 16-145: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes  
Motion carried.

On Item 6(d) Mayor Gaer indicated this was the time and place for a public hearing to consider Issuance of Not to Exceed \$16,800,000 General Obligation Urban Renewal 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 April 15, 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 Trevillyan, second by Messerschmidt to adopt Resolution - Instituting Proceedings to Take Additional Action.

Vote 16-146: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes  
Motion carried.

On Item 6(e) Mayor Gaer indicated this was the time and place for a public hearing to consider South 35th Street Bridge Replacement, 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 April 22, 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 Messerschmidt to adopt Resolution - Approval of Acquisition of Agricultural Property.

Vote 16-147: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes  
Motion carried.

On Item 6(f) Mayor Gaer indicated this was the time and place for a public hearing to consider Fox Creek Trunk Sewer Extension Phase 2, 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 April 22, 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 Trevillyan, second by Mickelson to adopt Resolution - Approval of Plans and Specifications, Motion to Receive and File Report of Bids, and Resolution - Award Contract to Raccoon Valley Contractors.

Vote 16-148: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes  
Motion carried.

On Item 7(a) Majestic Oaks, generally located at the northwest corner of Stagecoach Drive and South 95th Street - Plat Property into 16 Single Family Lots, 17 Outlots, and 3 Street Lots, initiated by John (Alex) Wick

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

Vote 16-149: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes  
Motion carried.

On Item 7(b) West Green Industrial, 175 South 9th Street and 250 South 11th Street - Approval of a Site Plan to Construct 91,560 sq. ft. of General Industrial Buildings, initiated by Reid and Sara Tamisiea

It was moved by Messerschmidt, second by Trevillyan to adopt Resolution - Approval of Site Plan, subject to the applicant complying with all applicable City Code requirements and the conditions of approval listed in the Resolution.

Vote 16-150: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes  
Motion carried.

On Item 7(c) American Federation of State, County and Municipal Employees (AFSCME) Union Local #3861 and City of West Des Moines - July 1, 2016 to June 30, 2019 Contract Period, initiated by AFSCME and the City of West Des Moines

It was moved by Messerschmidt, second by Mickelson to adopt Resolution - Approval of Contract.

Council member Trevillyan requested additional information on the health insurance section of the proposed agreement.

Jane Pauba Dodge, Human Resources Director, stated that, at the recommendation of the City's broker, the inclusion of a separate \$100 single/\$200 family deductible for prescription drugs would be more valuable to the City than increasing the contribution rates for the single plan.

Vote 16-151: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes  
Motion carried.

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

On Item 9 - Other Matters

Council member Trimble stated the 2016 Citizen of the Year celebration will be held on May 5<sup>th</sup>, and Dr. Larry Swanger will be recognized as the 2016 Citizen of the Year.

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Council member Treillyan stated the Valley Junction Farmers Market will start on Thursday, May 5<sup>th</sup> and the Cinco de Mayo Festival will be held on Saturday, May 7<sup>th</sup>.

The meeting was adjourned at 6:11 p.m.

Respectfully submitted,

---

Ryan T. Jacobson, CMC  
City Clerk

ATTEST:

---

Steven K. Gaer, Mayor

641  
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	05/13/2016		\$ 2,033,565.19
			Total \$ Amount
EFT Claims	05/13/2016		\$345,699.94
			Total \$ Amount
Control Pay	05/13/2016		\$359,958.68
			Total \$ Amount
End of Month	-0-		\$44,474.79
			Total \$ Amount
Manual Check	05/13/2016		\$115,920.80
	Claim Listing Date		Total \$ Amount

Approved by the West Des Moines City Council this 16th day of May  
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)

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

BANK VENDOR CHECK# DATE AMOUNT

BANK	VENDOR	CHECK#	DATE	AMOUNT
WBVD WEST BANK	ADVERTISING FLAG CO., IN	206508	05/16/16	1,301.34
	AGRI LAND FS, INC.	206509	05/16/16	463.60
	AHLERS & COONEY	206510	05/16/16	11,471.50
	AIR CLEANING TECHNOLOGIE	206511	05/16/16	11,442.50
	ALL AUTO GLASS	206512	05/16/16	410.00
	ALTEC INDUSTRIES INC	206513	05/16/16	96,460.00
	ALVINE & ASSOCIATES, INC	206514	05/16/16	561.00
	AMERICAN SECURITY CORP	206515	05/16/16	3,017.89
	ANRITSU COMPANY	206516	05/16/16	661.58
	APA-IOWA CHAPTER	206517	05/16/16	1,000.00
	AIR T MOBILITY	206518	05/16/16	61.60
	AUREON NETWORK SERVICES	206519	05/16/16	119.00
	BARKER LEMAR ENGINEERING	206520	05/16/16	340.00
	BATTERIES PLUS BUIBS #04	206521	05/16/16	163.92
	BENJAMIN DESIGN COLLABOR	206522	05/16/16	4,550.00
	BENJAMIN DESIGN COLLABOR	206523	05/16/16	4,202.50
	BIO SYSTEMS INC	206524	05/16/16	252.32
	BOUND TREE MEDICAL, LLC.	206525	05/16/16	1,856.38
	BREWICK/MARK	206526	05/16/16	72.90
	BRIGHT & CLEAR SOLUTIONS	206527	05/16/16	4,300.00
	BROCKWAY MECHANICAL & RO	206528	05/16/16	4,288.23
	CAHOUN-BURNS ASSOCIATE	206529	05/16/16	1,277.50
	CAPEL'S ACE HARDWARE	206530	05/16/16	110.84
	CARPENTER UNIFORM CO	206531	05/16/16	3,582.12
	CDW GOVERNMENT, INC.	206532	05/16/16	1,094.25
	CELLERITE USA, CORP	206533	05/16/16	3,290.00
	CENTURY LINK	206534	05/16/16	3,324.72
	CENTURY LINK	206535	05/16/16	4,597.76
	CLIENTFIRST CONSULTING G	206536	05/16/16	1,075.00
	CLIVE POWER EQUIPMENT	206537	05/16/16	1,422.70
	COMMERCIAL APPRAISERS OF	206538	05/16/16	1,500.00
	CONCRETE COMPANY/THE	206539	05/16/16	19,473.39
	CONCRETE CONNECTION, LLC	206540	05/16/16	38,854.05
	CONCRETE TECHNOLOGIES	206541	05/16/16	632,512.81
	CONSTRUCTION & AGGREGATE	206542	05/16/16	178.80
	CONVERGINT TECHNOLOGIES	206543	05/16/16	510.82
	COOBS/SONYA	206544	05/16/16	28.89
	CORELL CONTRACTOR INC	206545	05/16/16	69,235.63
	CORELL CONTRACTOR INC	206546	05/16/16	156,956.14
	COUNTRY GARDENS	206547	05/16/16	9.99
	COVENANT CONSTRUCTION SV	206548	05/16/16	164,073.54
	COX/RANDY	206549	05/16/16	78.82
	CUMMINS CENTRAL POWER, L	206550	05/16/16	594.69
	CUSTOM AWARDS	206551	05/16/16	120.00
	D&T REAL ESTATE HOLDINGS	206552	05/16/16	5,920.00
	DALLAS COUNTY RECORDER	206553	05/16/16	12.00
	DE LAJE LANDEN	206554	05/16/16	4,562.60
	DEPT. OF PUBLIC DEFENSE	206555	05/16/16	75.00

BANK	VENDOR	CHECK#	DATE	AMOUNT
WBVD WEST BANK				
07260	DES MOINES RENTAL SALES	206556	05/16/16	361.60
22880	DES MOINES STEEL FENCE C	206557	05/16/16	2,820.00
07840	DMACC	206558	05/16/16	15.00
29148	DMACC FOUNDATION	206559	05/16/16	5,000.00
29680	DMF GARDENS	206560	05/16/16	734.75
29964	DOUGLAS/JONATHAN	206561	05/16/16	507.00
29492	DOWLING/CONNIE	206562	05/16/16	410.00
24746	ELDER CORPORATION	206563	05/16/16	36,213.05
24746	ELDER CORPORATION	206564	05/16/16	9,021.77
08530	ELECTRICAL ENGINEERING &	206565	05/16/16	19.88
27039	EMBARITT, INC.	206566	05/16/16	836.00
27708	EMS TECHNOLOGY SOLUTIONS	206567	05/16/16	459.00
26083	EMSLRC	206568	05/16/16	14.00
.11351	ESTLUND/TJ	206569	05/16/16	116.59
27012	FASITENAL COMPANY	206570	05/16/16	26.85
09230	FEDERAL EXPRESS CORP	206571	05/16/16	188.65
28912	FERGUSON ENTERPRISES, IN	206572	05/16/16	359.24
25069	FRATSE/KATHLEEN	206573	05/16/16	938.32
29927	GATEHOUSE MEDIA TOWA HOL	206574	05/16/16	38.01
28746	GBA SYSTEMS INTEGRATORS,	206575	05/16/16	5,697.50
30053	GLAZA/MICHAEL	206576	05/16/16	2,250.00
10750	GRAINGER INC	206577	05/16/16	2,127.55
10950	GRIMES ASPHALT & PAVING	206578	05/16/16	3,053.06
25728	HAHN/JENNIFER	206579	05/16/16	760.00
11200	HAWK METAL PRODUCTS INC	206580	05/16/16	12,600.00
11300	HAWKEYE TRUCK EQUIPMENT	206581	05/16/16	10,890.00
30051	HOLT/ANDREW	206582	05/16/16	34,820.00
25706	HOME INC.	206583	05/16/16	28,200.00
30056	HURD INDIANA LLC	206584	05/16/16	250.00
29407	HURD MILLS LLC	206585	05/16/16	1,100.00
.11354	ICIT TREASURER	206586	05/16/16	1,057.16
29514	IOWA CUBS SPORTS TURF MN	206587	05/16/16	1,512.51
12760	IOWA DEPT OF TRANSPORTAT	206588	05/16/16	1,185.00
13100	IOWA PRISON INDUSTRIES	206589	05/16/16	3,000.00
13110	IOWA SIGNAL INC.	206590	05/16/16	612.85
30048	IOWA STEAM INNOVATION ZO	206591	05/16/16	825.00
30057	IP PATHWAYS	206592	05/16/16	812.35
29741	ITERIS INC	206593	05/16/16	1,212.50
29878	J&K CONTRACTING LLC	206594	05/16/16	4,336.29
28046	JACOBSON SUPPLY, LLC	206595	05/16/16	1,413.64
28384	JCG LAND SERVICES, INC.	206596	05/16/16	1,158.30
28384	JCG LAND SERVICES, INC.	206597	05/16/16	1,609.49
28284	JCG LAND SERVICES, INC.	206598	05/16/16	1,281.00
28384	JCG LAND SERVICES, INC.	206599	05/16/16	1,250.00
23184	JIM'S JOHNS	206600	05/16/16	4,100.00
.11350	JOHANNINGMEIER/RENAE	206601	05/16/16	6.50
28066	JOHN HENRY LLC	206602	05/16/16	
29826	JORDAN CREEK CAR WASH	206603	05/16/16	

BANK VENDOR  
MBVD WEST BANK

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CHECK#	DATE	AMOUNT
.11355	KILCOLLINS/GARY	
28522	KIMCO USA, INC	
13750	KINDY'S	
29801	KINGSTON SERVICES LLC	
.11348	KWIK TRIP INC	
29259	LA DUE/SHAUN	
26428	LANGUAGE LINE SERVICES	
30054	LAUCKNER/ROBERT	
25199	LEGAL COURTIERS OF IOWA	
.11352	LEGG/BLAIR	
29517	LEXISNEXIS	
29370	LEXISNEXIS RISK SOLUTION	
23820	LOWE'S HOME CENTER, INC.	
27902	MALFINANCE	
22275	MANKIE/BRUCE	
.11353	MANTERNACH/KAREN	
29846	MCGREGOR CORPORATION	
25386	MEMORIAL SERVICES OF IOW	
29322	MERCEDES-BENZ OF DES MOI	
15205	MID-IOWA ASSN OF LOCAL G	
13030	MIDAMERICAN ENERGY	
13030	MIDAMERICAN ENERGY	
13030	MIDAMERICAN ENERGY	
13030	MIDAMERICAN ENERGY	
13030	MIDAMERICAN ENERGY	
13030	MIDAMERICAN ENERGY	
29597	MIDAMERICAN ENERGY	
30030	MSA PROFESSIONAL SERVICE	
25307	MUNICIPAL COLLECTIONS OF	
29904	MURPHY TRACTOR & EQUIPME	
.11347	NEIGHBORHOOD DEVELOPMENT	
26539	NOLLER/JANELLE	
30049	NORTHERN TOOL & EQUIPMEN	
29493	NORWALK READY-MIXED CONC	
28520	ON-SITE INFORMATION	
28438	OTTING/LEANNE	
28970	OWENS & MINOR	
29786	PALMER GROUP	
28524	PARKER/MONTCA-LIEE	
16498	PAVILLION PARK LC	
24639	PETTY CASH-AQUATIC CENTE	
27377	PLUMB SUPPLY CO	
16640	POLICE EXECUTIVE RESEARC	
29560	POLK COUNTY CLERK OF COU	
27661	POLK COUNTY SHERIFF	
28197	PRO WASTE SERVICES LLC	
29617	PROVANTAGE LLC	
	QUALITY TRAFFIC CONTROL,	
	QUINN/LAUREN	
206604	05/16/16	1,031.86
206605	05/16/16	4,304.75
206606	05/16/16	1,195.27
206607	05/16/16	11,322.92
206608	05/16/16	100.00
206609	05/16/16	1,170.68
206611	05/16/16	1,282.70
206612	05/16/16	29,500.00
206613	05/16/16	60.00
206614	05/16/16	807.00
206615	05/16/16	367.50
206616	05/16/16	190.25
206617	05/16/16	835.91
206618	05/16/16	232.17
206619	05/16/16	407.16
206620	05/16/16	100.00
206621	05/16/16	4,521.98
206622	05/16/16	800.00
206623	05/16/16	3,440.54
206624	05/16/16	4,41.99
206625	05/16/16	29,869.53
206626	05/16/16	984.06
206627	05/16/16	32.60
206628	05/16/16	14.16
206629	05/16/16	64,293.81
206630	05/16/16	64.61
206631	05/16/16	10,492.55
206632	05/16/16	2,195.51
206633	05/16/16	3,723.98
206634	05/16/16	20,000.00
206635	05/16/16	69.00
206636	05/16/16	409.98
206637	05/16/16	1,628.00
206638	05/16/16	500.00
206639	05/16/16	300.00
206640	05/16/16	157.92
206641	05/16/16	1,714.80
206642	05/16/16	98,800.00
206643	05/16/16	3,500.00
206644	05/16/16	81.97
206645	05/16/16	40.00
206646	05/16/16	30.00
206647	05/16/16	1,501.89
206648	05/16/16	1,190.00
206649	05/16/16	553.69
206650	05/16/16	17,655.00
206651	05/16/16	180.00

BANK	VENDOR	CHECK#	DATE	CHECK REGISTER	AMOUNT
WBVD WEST BANK					
29931	Q3 CONTRACTING INC	206652	05/16/16	12,845.11	
28463	REILLY CONSTRUCTION CO.,	206653	05/16/16	17,779.25	
25260	RESERVE ACCOUNT	206654	05/16/16	4,000.00	
29802	ROSALIS/OSCAR	206655	05/16/16	200.00	
25241	ROSS CHEMICAL	206656	05/16/16	247.90	
17600	ROTO-ROOTER CORP	206657	05/16/16	280.00	
17625	ROY'S TOWING AND RECOVER	206658	05/16/16	350.00	
29855	SASAKI ASSOCIATES INC	206659	05/16/16	4,603.85	
27651	SCHIELS ALL SPORTS-ACC R	206660	05/16/16	5,321.02	
22400	SCHILDBERG CONSTRUCTION	206661	05/16/16	5,065.92	
18085	SECRETARY OF STATE	206662	05/16/16	30.00	
29785	SEWER SERVICES INC	206663	05/16/16	978.08	
18286	SIGNS NOW	206664	05/16/16	126.75	
24711	SKOLD DOOR & FLOOR CO.	206665	05/16/16	1,367.50	
29643	SPECIALTY GRAPHICS INC	206666	05/16/16	388.00	
27422	SPRINT	206667	05/16/16	49.38	
.11349	STAPLIN/PHYLLIS	206668	05/16/16	99.38	
29880	STEPHENSON/LUCINDA	206669	05/16/16	38.55	
29766	STORAGE MART #1052	206670	05/16/16	287.98	
28433	SWINTON/ASHLEE	206671	05/16/16	966.00	
29541	SWISHER/MARK	206672	05/16/16	90.00	
26518	TET SPRINKLER SERVICE, I	206673	05/16/16	620.80	
29288	TRIZETTO PROVIDER SOLUTI	206674	05/16/16	216.50	
22972	TRUE PITCH, INC.	206675	05/16/16	189.90	
28447	TWO RIVERS GROUP, INC.	206676	05/16/16	173,699.90	
30050	ULTIMATE AUTO WASH	206677	05/16/16	10,946.20	
25814	ULTRAMAX	206678	05/16/16	40.00	
83413	UNITED PARCEL SERVICE	206679	05/16/16	39.25	
29142	UNITED REFRIGERATION INC	206680	05/16/16	41.12	
29913	UNIVERSAL FIELD SERVICES	206681	05/16/16	40,882.50	
29279	UPS STORE/THE	206682	05/16/16	11.24	
26935	VAN-WALL EQUIPMENT	206683	05/16/16	2,505.56	
19725	VERIZON WIRELESS	206684	05/16/16	2,222.69	
27406	VILLAGE BLACKSMITH	206685	05/16/16	140.00	
29009	WATCHGUARD VIDEO	206686	05/16/16	95.00	
24712	WAUKER COMMUNITY SCHOOLS	206687	05/16/16	810.00	
27620	WAYNE DENNIS SUPPLY CO.	206688	05/16/16	415.80	
20725	WEST DES MOINES COMM EDU	206689	05/16/16	9,017.25	
21000	WEST DES MOINES WATER WO	206690	05/16/16	227.59	
24691	WESTSIDE APPLIANCE PARTS	206691	05/16/16	233.70	
29050	WEX BANK	206692	05/16/16	970.27	
WEST BANK				2,033,565.19	

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CHECK# DATE AMOUNT

WBVD WEST BANK

ACCOUNT#	VENDOR	CHECK#	DATE	AMOUNT
90023	ARNOLD MOTOR SUPPLY, LLP	9206	05/16/16	1,216.31
90068	BAUER BUILT	9207	05/16/16	1,244.80
90073	BRUETT/RANDY	9208	05/16/16	1,372.00
90067	DESIGN ALLIANCE, INC.	9209	05/16/16	12,237.62
90015	EMC RISK SERVICES	9210	05/16/16	14,113.97
90044	FBG SERVICE CORPORATION	9211	05/16/16	2,798.00
90066	IOWA EMS ASSOC	9212	05/16/16	75.00
90055	IOWA EROSTON CONTROL, IN	9213	05/16/16	148,893.45
90065	KECK, INC. ENGINEERING COMP	9214	05/16/16	13,085.63
90006	MCCLURE ENGINEERING COMP	9215	05/16/16	11,000.00
90087	MIDWEST WHEEL	9216	05/16/16	324.00
90014	PREFERRED BEST CONTROL	9217	05/16/16	866.50
90150	RELIABLE MAINTENANCE	9218	05/16/16	5,300.20
90008	SHIVE-HATTERY	9219	05/16/16	83,620.82
90117	SPINDUSTRY SYSTEMS, INC.	9220	05/16/16	1,050.00
90175	TYLER TECHNOLOGIES, INC.	9221	05/16/16	47,445.06
90009	VAN GENDEREN/ROD	9222	05/16/16	52.38
90128	WITGRAF/JASON	9223	05/16/16	45.20
90142	YEAGER/LEWAR	9224	05/16/16	1,959.00

WEST BANK

345,699.94

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BANK	VENDOR	CHECK#	DATE	AMOUNT
WBVD WEST BANK				
70018	ABC ELECTRICAL CONTRACTO	206452	05/16/16	1,257.85
70018	ABC ELECTRICAL CONTRACTO	206453	05/16/16	273.28
70018	ABC ELECTRICAL CONTRACTO	206454	05/16/16	26,295.00
70055	AMERICAN CONCRETE	206455	05/16/16	879.88
70158	ARAMARK UNIFORM SERVICES	206456	05/16/16	1,243.18
70230	BEACON BALLFIELDS	206457	05/16/16	238.00
70268	BLACKBURN MANUFACTURING	206458	05/16/16	457.69
70007	BUSINESS PUBLICATIONS	206459	05/16/16	35.00
70017	CAPITAL SANITARY SUPPLY	206460	05/16/16	858.69
70059	CITY SUPPLY CORP	206461	05/16/16	158.00
70125	CONSOLIDATED ELECTRICAL	206462	05/16/16	2,200.00
70187	D&K PRODUCTS	206463	05/16/16	2,106.85
70117	DES MOINES ASPHALT & PAV	206464	05/16/16	188,301.00
70083	DES MOINES REGISTER MEDI	206465	05/16/16	2,233.50
70060	DOORS INC.	206466	05/16/16	65.00
70088	ELECTRIC PUMP	206467	05/16/16	768.25
70067	ELECTRONIC ENGINEERING	206468	05/16/16	162.50
70020	EXCEL MECHANICAL, INC.	206469	05/16/16	19,412.23
70039	FIELD FIRE	206470	05/16/16	11,550.00
70161	G&L CLOTHING	206471	05/16/16	2,638.22
70122	GALLS LLC	206472	05/16/16	580.75
70281	HD SUPPLY WATERWORKS	206473	05/16/16	850.00
70062	HOTSY CLEANING SYSTEMS I	206474	05/16/16	104.45
70062	HOWARD R. GREEN CO.	206475	05/16/16	3,078.00
70062	HOWARD R. GREEN CO.	206476	05/16/16	1,905.07
70062	HOWARD R. GREEN CO.	206477	05/16/16	10,870.50
70062	HOWARD R. GREEN CO.	206478	05/16/16	2,944.42
70062	HOWARD R. GREEN CO.	206479	05/16/16	3,639.54
70062	HOWARD R. GREEN CO.	206480	05/16/16	1,993.28
70073	HOWARD TRUCK PARTS	206481	05/16/16	6,907.66
70194	INLAND	206482	05/16/16	2,329.61
70053	INTERFLEET INC	206483	05/16/16	540.00
70168	IOWA WATER MANAGEMENT CO	206484	05/16/16	290.70
70172	KONE INC	206485	05/16/16	507.45
70006	LAW ENFORCEMENT TARGETS,	206486	05/16/16	209.30
70291	LOGAN CONTRACTORS SUPPLY	206487	05/16/16	649.34
70078	MENARDS	206488	05/16/16	57,556.28
70079	METRO WASTE AUTHORITY	206489	05/16/16	56.28
70019	MOORE MEDICAL, LLC	206490	05/16/16	188.35
70047	O'HALLOGAN INTERNATIONAL	206491	05/16/16	3,586.17
70047	O'KEEFE ELEVATOR COMPANY	206492	05/16/16	3,463.45
70107	O'REILLY AUTOMOTIVE, INC	206493	05/16/16	3,888.46
70025	PAY-LESS OFFICE PRODUCTS	206494	05/16/16	750.00
70207	PINGEL MUDJACKING LC	206495	05/16/16	1,576.64
70076	PRAKAIR	206496	05/16/16	600.00
70170	PRIORITY DISPATCH	206497	05/16/16	52.09
70215	REAMS SPRINKLER SUPPLY	206498	05/16/16	23,572.07
70262	RELIABLE PROPERTY SERVIC	206499	05/16/16	196.20
70086	STEW HANSEN'S DODGE CITY			

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BANK VENDOR

WBVD WEST BANK

CHECK#	DATE	AMOUNT
206500	05/16/16	3,043.56
206501	05/16/16	7.07
206502	05/16/16	294.31
206503	05/16/16	943.20
206504	05/16/16	168.91
206505	05/16/16	990.00
206506	05/16/16	1,019.70
206507	05/16/16	471.75
WEST BANK		395,958.68

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BANK	VENDOR	CHECK#	DATE	AMOUNT
WBVD WEST BANK				
25595	COMMERCE BANK	800787	04/30/16	44,474.79
WEST BANK				44,474.79

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BANK VENDOR

WEVD WEST BANK

CHECK#	DATE	AMOUNT
12755	TOWA DEPT OF REVENUE & F	800783 05/18/16 935.00
90015	EMC RISK SERVICES	800784 05/06/16 18,600.36
90002	WEST BANK, HUMAN SVCS	800785 05/16/16 6,880.33
WEST BANK		26,415.69 ***

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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

800786 04/21/16

89,505.11

WEST BANK

89,505.11

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

**ITEM:** Approval of Liquor Licenses

**DATE:** May 16, 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. BBMG Mills Civic Parkway, LLC d/b/a Draught House 50, 6420 Mills Civic Parkway - Class LC Liquor License with Sunday Sales and Outdoor Service - Renewal
2. Drury Development Corporation d/b/a Drury Inn & Suites, 5505 Mills Civic Parkway - Class LB Liquor License with Sunday Sales - Renewal
3. Dino Investment, Corp. d/b/a The Filling Station, 305 Grand Avenue - Class LC Liquor License with Sunday Sales and Outdoor Service - Renewal
4. Hy-Vee, Inc. d/b/a Hy-Vee Food Store #1, 1700 35th Street - Class LE Liquor License with Carryout Wine, Carryout Beer and Sunday Sales - Renewal
5. Hy-Vee, Inc., d/b/a Hy-Vee Clubroom, 555 South 51st Street, Clubroom Area - Class BW Permit with Sunday Sales - Renewal
6. Hy-Vee, Inc. d/b/a Hy-Vee Meeting Room, 1725 Jordan Creek Parkway - Transfer Location Temporarily to 1236 Jordan Creek Parkway (SpringHill Suites) - June 15-16, 2016
7. Kum & Go, LC d/b/a Kum & Go #8, 1293 8th Street - Class LE Liquor License with Carryout Wine, Carryout Beer, and Sunday Sales - Renewal
8. Kum & Go, LC d/b/a Kum & Go #50, 745 South 51st Street - Class LE Liquor License with Carryout Wine, Carryout Beer, and Sunday Sales - Renewal
9. Kum & Go, LC d/b/a Kum & Go #74, 141 South Jordan Creek Parkway - Class LE Liquor License with Carryout Wine, Carryout Beer, and Sunday Sales - Renewal
10. Kum & Go, LC d/b/a Kum & Go #2091, 5969 Ashworth Road - Class LE Liquor License with Carryout Wine, Carryout Beer, and Sunday Sales - Renewal
11. Target Corporation d/b/a Target Store T-1901, 5405 Mills Civic Parkway - Class LE Liquor License with Carryout Wine, Carryout Beer, and Sunday Sales - Renewal
12. Walgreen Co. d/b/a Walgreens #6623, 1660 22nd Street - Class LE Liquor License with Carryout Wine, Carryout Beer, and Sunday Sales - Renewal
13. Walgreen Co. d/b/a Walgreens #6677, 4900 Mills Civic Parkway - Class LE Liquor License with Carryout Wine, Carryout Beer, and Sunday Sales - Renewal
14. Walgreen Co. d/b/a Walgreens #6678, 1999 Grand Avenue - Class LE Liquor License with Carryout Wine, Carryout Beer, and Sunday Sales - Renewal
15. Wal-Mart Stores, Inc. d/b/a Wal-Mart Supercenter #3762, 6365 Stagecoach Drive - Class LE Liquor License with Carryout Wine, Carryout Beer and Sunday Sales - Renewal
16. The Wine Experience at Jordan Creek d/b/a The Wine Experience at Jordan Creek, 101 Jordan Creek Parkway, Suite 12518 - Six-Month Class BW Permit with Sunday Sales and Outdoor Service - New

**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 Block Party Lane Closure  
1000 Block of 58th Street

**DATE:** May 16, 2016

**FINANCIAL IMPACT:** None

**BACKGROUND:**

Ordinance 2013 was adopted by the City Council on November 25, 2013, establishing that street or lane closures for special events on arterial or collector streets shall require approval of the City Council.

The residents of the 1000 block of 58th Street have submitted a block party application requesting the temporary closure of their segment of the street from 4:30 p.m. to 11:00 p.m. on Saturday, June 4, 2016. The application meets the requirement for signatures, as the petition was signed by 100 percent of the affected residents.

This requires Council approval because 58th Street is classified as a minor collector street.

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

**RECOMMENDATION:** Motion - Approval of Lane Closure as Requested for a Block Party

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

**STAFF REVIEWS**

Department Director	Ryan T. Jacobson, City Clerk
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	
Date Reviewed	



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Google Maps

Search bar with magnifying glass icon

Sign in



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

**ITEM:** Approval of Special Event Lane Closure  
37<sup>th</sup> Annual Mustang Ford Show

**DATE:** May 16, 2016

**FINANCIAL IMPACT:** None

**BACKGROUND:**

Ordinance 2013 was adopted by the City Council on November 25, 2013, establishing that street or lane closures for special events on arterial or collector streets shall require approval of the City Council.

Roger Fee is organizing the 37<sup>th</sup> Annual Mustang Ford Show, to be held on Sunday, June 5<sup>th</sup> from 9:00 a.m. to 3:30 p.m. on 5<sup>th</sup> Street in the Historic Valley Junction Business District. As they have done in the past, the applicant is requesting the closure of 5<sup>th</sup> Street from Railroad Avenue to Locust Street, as well as the closure of Railroad Place from 5<sup>th</sup> Street to 4<sup>th</sup> Street. (Note: The east-west streets of Maple Street, Elm Street, and Walnut Street will remain open to traffic throughout).

While this event is planned in coordination with the Historic Valley Junction Foundation, the special event application is submitted separately by Roger Fee, so it was not approved with the list of Historic Valley Junction Foundation events.

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

**RECOMMENDATION:** Motion - Approval of Request made for the 37<sup>th</sup> Annual Mustang Ford Show

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

**STAFF REVIEWS**

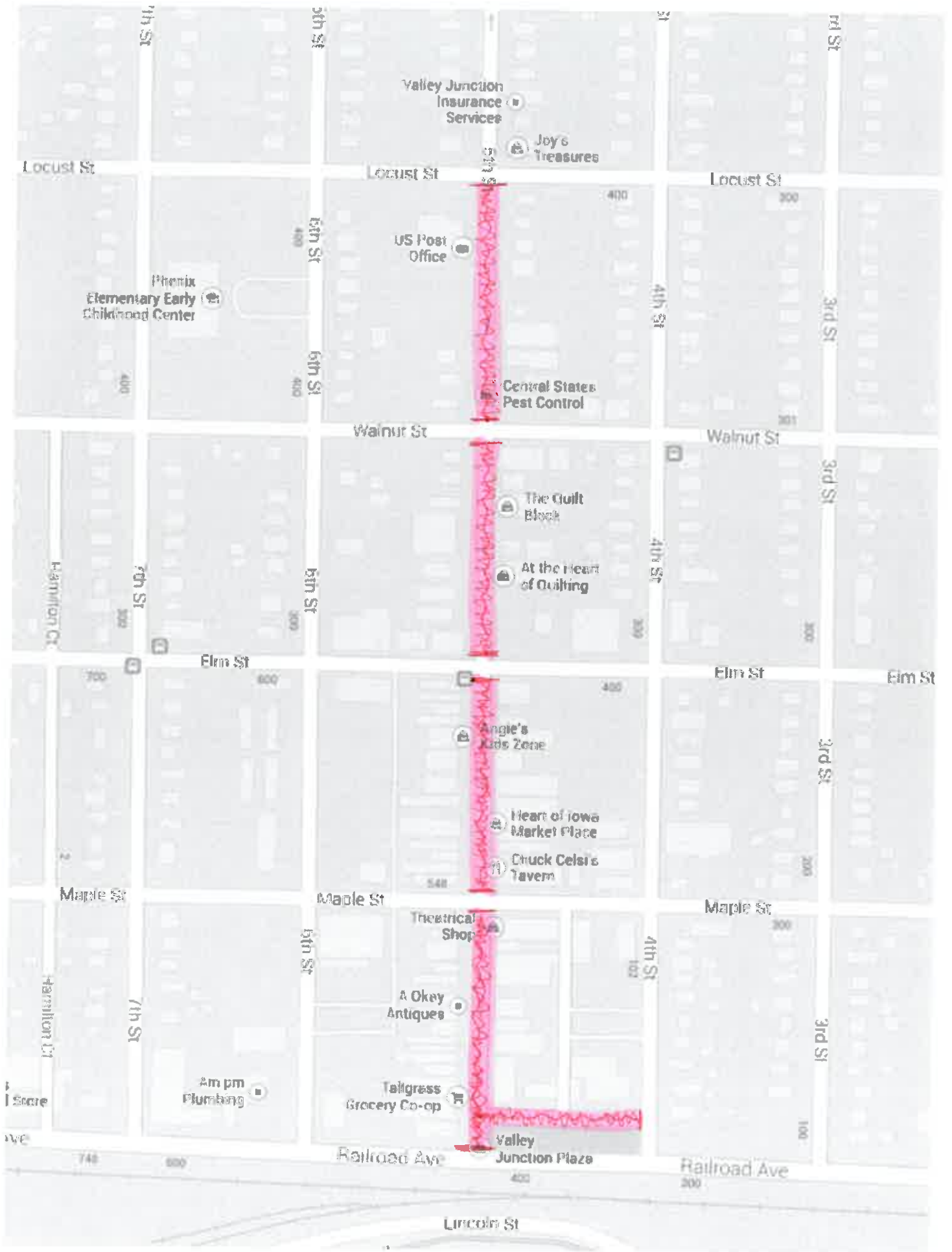
Department Director	Ryan T. Jacobson, City Clerk
Appropriations/Finance	Tim Stiles, Finance Director
Legal	Richard Scieszinski, City Attorney
Agenda Acceptance	<i>RTJ</i>

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

Published In	
Dates(s) Published	

**SUBCOMMITTEE REVIEW** (if applicable)

Committee	
Date Reviewed	





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

**ITEM:** Approval of Extended Sound Permit  
Block Party - 58<sup>th</sup> Street

**DATE:** May 16, 2016

**FINANCIAL IMPACT:** None

**BACKGROUND:**

On June 28, 2010, the City Council approved several amendments to the Noise Control Ordinance including the provision that City Council approval is required for any sound permit issued for an event going past 10:00 P.M.

Greg and Lesley Peterson have submitted a sound permit application to play music over speakers during a neighborhood block party from 5:00 p.m. to 11:00 p.m. on Saturday, June 4, 2016, on 58<sup>th</sup> Street, between Woodland Avenue and Orchard Drive.

This sound permit request was forwarded to the West Des Moines Police Department for their review and they have no objections to this request. As this request is being proposed to end at 11:00 p.m., City staff is forwarding this to the City Council for review and approval.

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

**RECOMMENDATION:** Motion - Approval of Extended Sound Permit Request for a Block Party on 58<sup>th</sup> Street

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

**STAFF REVIEWS**

Department Director	Ryan T. Jacobson, City Clerk
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	
Date Reviewed	

**SOUND PERMIT FEES**

- ❖ 1-48 hrs event = \$22.00
- ❖ 2-7 days event = \$44.00
- ❖ Multiple events in one calendar year = \$82.50

**CITY OF WEST DES MOINES  
SOUND PERMIT**

For the Amplification of a Live Performance

Permit applications received less than two (2) weeks before the event may not be processed by the City in time for the event.

Date 5-9-16 Fee Received: \_\_\_\_\_ Permit No. \_\_\_\_\_

Applicant's Name: Lesley Peterson Phone No. 714-206-8631

Applicant's Address: 1021 58<sup>th</sup> Street, West Des Moines, IA 50266

Have you, the applicant, ever been cited for a violation of the West Des Moines Noise Ordinance? Y/ No

If yes, explain: \_\_\_\_\_

Property owner's name: Gregory + Lesley Peterson

Property owner's address: 1021 58<sup>th</sup> Street, West Des Moines, IA 50266

I, the undersigned, hereby acknowledge and certify that I am the record fee title holder of the property for which this sound permit is requested, and I hereby consent to this application for a sound permit, for the amplification of a live performance, as described on this application.

Lesley 5-9-16  
Signature Date

Address of proposed activity: Between 1021 + 1033, 58<sup>th</sup> Street West Des Moines

Describe proposed activity, including times, dates, and number of people attending:  
Block party from 5pm to 11pm, June 4<sup>th</sup> 2016  
100 ppl attending.  
June 4<sup>th</sup>, 2016.  
DJ music  
- We have held this event for last 2 years with no issue.

How will the parking for this event be handled? Neighborhood street party. Most residents will walk or park on street outside barricades.

Attach an 8 1/2" x 11 1/2" sketch plan of the proposed layout of the sound amplification equipment, including the orientation to and approximate distances from the adjoining properties.


Have the adjoining property owners/residents been notified of the event for which this permit is requested?  Y  N

Addresses notified (attach additional sheets if necessary): Yes. Included with Block Party Application  
All houses: 1021, 1024, 1025, 1028, 1029, 1032, 1033, 1036 on 58<sup>th</sup> Street.  
Invitations for Street Party distributed to all 58<sup>th</sup> Street North of Ashworth  
5<sup>th</sup>, Woodson Ave on 57<sup>th</sup> Street

Describe what measures will be taken, if any, to minimize the effects of this performance on surrounding property owners.  
Respect for all neighbors will be monitored  
to avoid any conflicts.  
A neighborhood committee and street party flyers distributed in advance.  
created.

Provide any additional information that pertains to this application for a Sound Permit  
2-speakers and a DJ table will be used along  
with mic, phone. Same setup as last 2 years.

**APPLICANT'S CERTIFICATION** - I hereby certify under penalty of perjury that the statements furnished including the drawing, present all information required for this application, and that the facts, statements and information presented are true and correct, and based upon my personal knowledge. I hereby acknowledge my obligation to comply with the West Des Moines Municipal Code as it pertains to this activity and to obtain any and all necessary City, County, State and Federal permits, approvals and/or clearances, if applicable. Further, I hereby certify that I have read, understand and have received a copy of the conditions for the operation of the Sound Permit, and hereby agree to comply with such conditions. I also understand that should I fail to comply with the agreed upon conditions, my permit may be immediately revoked and that all other applicable penalties, including criminal prosecution may be pursued.

  
Applicant's Signature

5-9-16

Date

**FOR STAFF USE ONLY**

**APPROVAL OF SOUND PERMIT**

Approved by: \_\_\_\_\_

Date:

This sound permit is approved subject to the following exhibits and conditions.

Exhibits:

Conditions:

Expiration Date:

**DENIAL OF SOUND PERMIT**

Denied by: \_\_\_\_\_

Date:

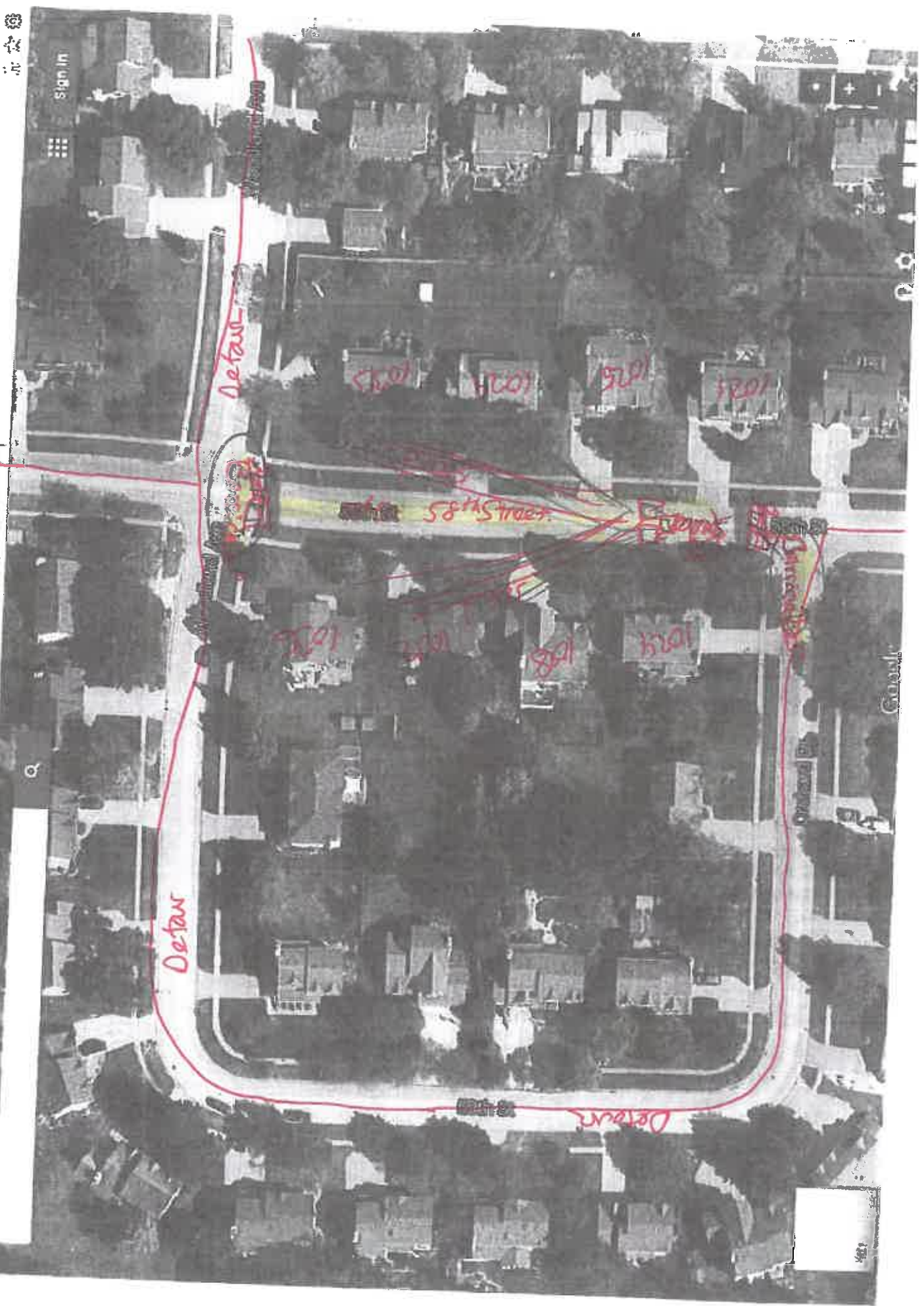
This sound permit is denied based upon the following findings.

Findings:

Copies of this permit have been distributed to the following departments:

- Development Services Department
- City Clerk's Office

- Police Department
- Parks and Recreation Department



Sign in

De-faul

1001

1002

1003

1004

1005

1006

1007

1008

De-faul

58th Street

De-faul

Grand Blvd

Grand Blvd



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

**ITEM:** Approval of Extended Sound Permit  
West Glen Town Center  
Outdoor Events for 2016

**DATE:** May 16, 2016

**FINANCIAL IMPACT:** None

**BACKGROUND:**

On June 28, 2010, the City Council approved several amendments to the Noise Control Ordinance including the provision that City Council approval is required for any sound permit issued for an event going past 10:00 P.M.

West Glen Town Center has submitted a sound permit application to cover their outdoor events during 2016, including the "Cinema Under the Stars" series, which is expected to last until 11:00 p.m.

This sound permit request was forwarded to the West Des Moines Police Department for their review and they have no objections to this request. As this request is being proposed to end at 11:00 p.m., City staff is forwarding this to the City Council for review and approval.

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

**RECOMMENDATION:** Motion - Approval of Extended Sound Permit Request made by West Glen Town Center

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

**STAFF REVIEWS**

Department Director	Ryan T. Jacobson, City Clerk
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	
Date Reviewed	

**SOUND PERMIT FEES**  
 ♦ 1-48 hrs event = \$22.00  
 ♦ 2-7 days event = \$44.00  
 ♦ Multiple events in one calendar year = \$82.50

**The City Council MUST approve any sound permit request that extends past ten o'clock (10:00) P.M.**

**Permit Applications received less than two (2) weeks before the event MAY NOT be processed by the City in time for the event**

**CITY OF WEST DES MOINES  
 SOUND PERMIT  
 For the Amplification of a Live Performance**

\*Denotes required field

Today's Date MARCH 21, 2014 Fee Received: \_\_\_\_\_ Permit No. \_\_\_\_\_

\*Applicant's Name: WEST GLEN TOWN CENTER \*Phone No. 515/223-7005

JENNIFER HOWELL  
 \*Applicant's Complete Address (include city/state/zip): 5405 MILLS CIVIC PKWY WDM, IA 50266

\*Applicant's E-mail Address: JHOWELL@WORLDGROUPLLC.COM

Have you, the applicant, ever been cited for a violation of the West Des Moines Noise Ordinance? Y(N)

If yes, explain: \_\_\_\_\_

\*Property owner name: MRS WEST GLEN HOLDINGS, LP

\*Property owner address: 16910 FRANCES ST. DUMAS, NE 68130

I, the undersigned, hereby acknowledge and certify that I am the record fee title holder of the property for which this sound permit is requested, and I hereby consent to this application for a sound permit, for the amplification of a live performance, as described on this application.

Jennifer Howell 3/21/14  
 \*Property Owner Signature

AGENT FOR MRS WEST GLEN HOLDINGS, LP

Address of proposed activity: 5405 MILLS CIVIC PARKWAY WDM, IA 50266  
 (If located in a City park, please include the name of the park)

\*Describe proposed activity, including EVENT AND MUSIC START AND ENDING TIME(S) AND DATE(S) and number of people attending: LIVE MUSIC, and MOVIES | SEE ATTACHED FOR DATES AND TIMES.  
YOGA TO LIVE MUSIC

\*How will the parking for this event be handled? AMPLE PARKING TO WEST AND EAST OF EVENT SITE.

\*Please refer to Page 2, Paragraph J of this application form regarding wattage requirements for the proposed sound equipment as a sound permit may not be deemed necessary.\*

\*Attach an 8 1/2" x 11 1/2" sketch plan of the proposed layout of the sound amplification equipment, including the orientation to and approximate distances from the adjoining properties.

\*Have the adjoining property owners/residents been notified of the event for which this permit is requested? (Y) N  
 If so, please list addresses notified (attach additional sheets if necessary): ALL TENANTS NOTIFIED VIA E-MAIL BLAST.

\*Describe what measures will be taken, if any, to minimize the effects of this performance on surrounding property owners. N/A

Provide any additional information that pertains to this application for a Sound Permit.

**APPLICANT'S CERTIFICATION** - I hereby certify under penalty of perjury that the statements furnished including the drawing, present all information required for this application, and that the facts, statements and information presented are true and correct, and based upon my personal knowledge. I hereby acknowledge my obligation to comply with the West Des Moines Municipal Code as it pertains to this activity and to obtain any and all necessary City, County, State and Federal permits, approvals and/or clearances, if applicable. Further, I hereby certify that I have read, understand and have received a copy of the conditions for the operation of the Sound Permit, and hereby agree to comply with such conditions. I also understand that should I fail to comply with the agreed upon conditions, my permit may be immediately revoked and that all other applicable penalties, including criminal prosecution may be pursued.

*[Handwritten Signature]*

\*Applicant's Signature

AGENT FOR MIVES WEST GLEN HOLDINGS, LP

3/21/14

Date

**FOR STAFF USE ONLY**

**APPROVAL OF SOUND PERMIT**

Approved by: \_\_\_\_\_

Date:

City Council Approval Date:

This sound permit is approved subject to the following exhibits and conditions.

Exhibits:

Conditions:

Expiration Date:

**DENIAL OF SOUND PERMIT**

Denied by: \_\_\_\_\_

Date:

This sound permit is denied based upon the following findings.

Findings:

Copies of this permit have been distributed to the following departments:

- Development Services Department
- City Clerk's Office

- Police Department
- Parks and Recreation Department



## West Glen Town Center Summer Event Series

### Cinema Under the Stars:

Music from 7-8:30PM

Movie from 9-11:00PM

### Event Dates—

June:

10 & 24

July:

8 & 22

August:

12 & 26

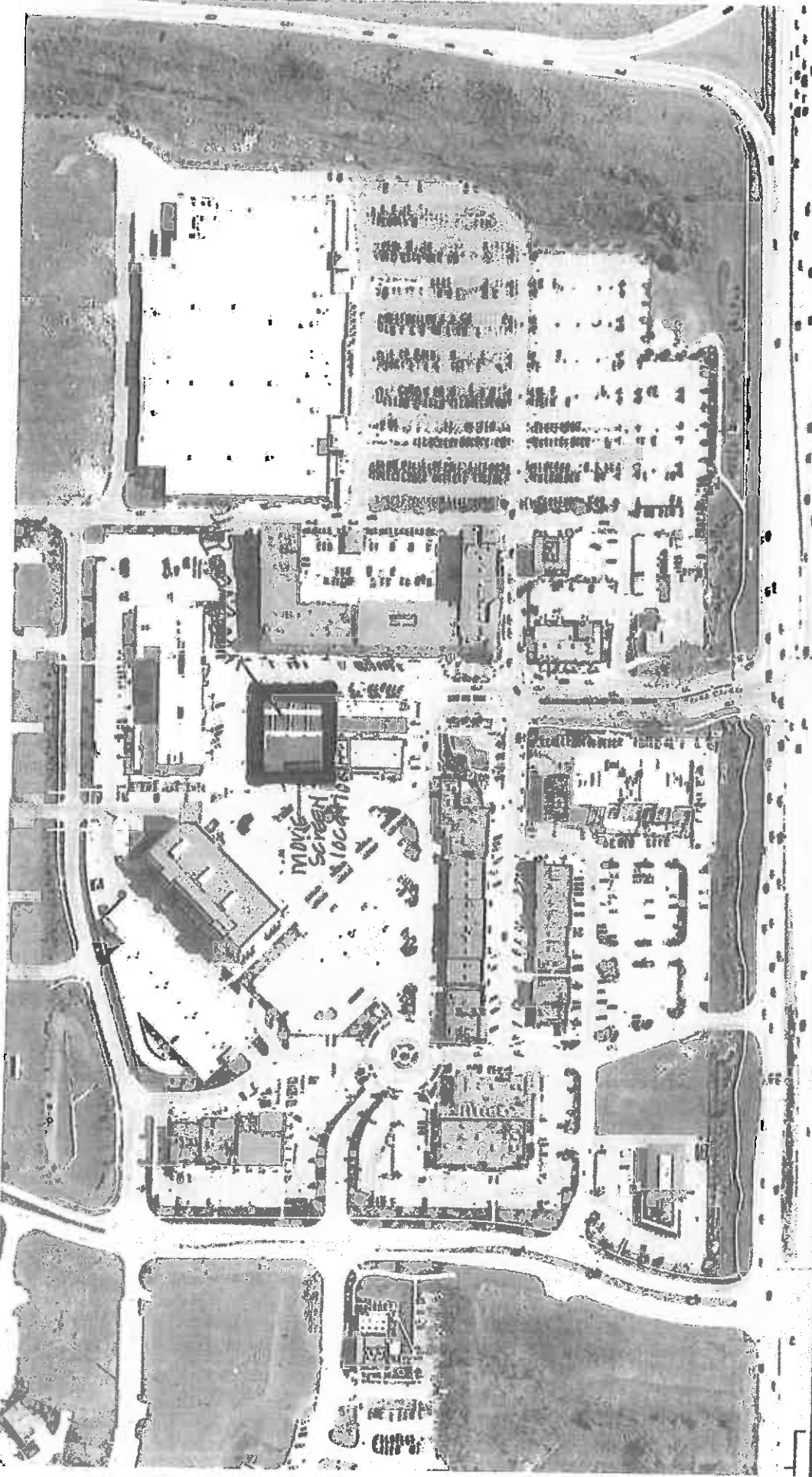
### Yoga at the Glen:

Music to begin at roughly 5:30pm, yoga class begins at 7pm. Music will continue until 10pm.

Event Date—

August 5

Cinema under the Stars & Yoga at Tregien 2014



WEST GLEN AERIAL SITE PLAN  
WEST DES MOINES, IOWA  
APRIL 01, 2013

WEST GLEN  
AERIAL SITE PLAN  
WEST DES MOINES, IOWA

APRIL 01, 2013



simonson

SIMONSON & ASSOCIATES ARCHITECTS, LLC  
1000 UNIVERSITY AVENUE, SUITE 200  
DES MOINES, IOWA 50319  
PH: 515.281.1555 FAX: 515.281.1556

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

**ITEM:** Approval of Reappointment  
Plan and Zoning Commission

**DATE:** May 16, 2016

**FINANCIAL IMPACT:** None

**BACKGROUND:**

Mayor Steven K. Gaer recommends the reappointment of current Plan and Zoning Commissioner Scott Hatfield. Mr. Hatfield has served for a number of years intermittently on the Commission since his original appointment in March 1987. The proposed reappointment term would expire on March 31, 2021.

Scott Hatfield                      1001 6<sup>th</sup> Street                      280-2401 (w)    223-6574 (h)

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

**RECOMMENDATION:**

Approval of reappointment of Scott Hatfield to the Plan and Zoning Commission.

**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>

**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**

**4(g)**

**DATE: May 16, 2016**

**ITEM:**

Motion - Approval to Sell Surplus City Equipment

**FINANCIAL IMPACT:**

Approximate revenue to the General Fund of \$5,020.00.

**BACKGROUND:**

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

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

**RECOMMENDATION:**

City Council Approve:

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

Lead Staff Member: Rian Rasmussen, Fleet Manager



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

PUBLICATION(S) (if applicable)		SUBCOMMITTEE REVIEW (if applicable)		
<b>Published In</b>		<b>Committee</b>	<b>Public Works Council</b>	
<b>Dates(s) Published</b>		<b>Date Reviewed</b>	May 9, 2016	
		<b>Recommendation</b>	<b>Yes</b>	<b>No</b>   <b>Split</b>

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

\$5,000.00	2006 Ford F350 Crew Cab 4x4 (Unit 122)	1FTWW31Y86EA19230
\$20.00	Small Liquid Pump	



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

**ITEM:** Motion Approving Insurance Brokerage Service Agreement  
(Holmes Murphy & Associates)

**DATE:** May 16, 2016

**FINANCIAL IMPACT:** Base compensation to the broker related to property and casualty coverages will be based on commissions received from the insurance carrier (currently ICAP). As a result of negotiations with the successful proposer, the City will realize savings of \$10,000 in administrative fees related to workers compensation broker commissions.

**BACKGROUND:** In March 2016, staff received a recommendation from the Council's F&A Committee to initiate a Request for Proposal (RFP) process for the City's Broker/Agent of Record for Property and Casualty Insurance Services. The City has used its current Insurance Agent for several years.

The RFP intended to find the most qualified agent of record for insurance policies which are currently purchased through the Iowa Community Assurance Pool (ICAP), which provides coverage and protection in the following categories: general liability, automobile liability, automobile physical damage, public officials' liability, policy professional liability, property, inland marine, and boiler and machinery. The cost of agent services becomes a minimal consideration in the RFP process, because the City plans to continue to purchase policies from ICAP. The RFP focused on procuring the services of the most qualified agency.

Staff developed the scope, timing, and RFP process and also compiled a list of viable insurance agencies based on direct communication with ICAP and other discussions and inputs.

On March 22, 2016, staff released and distributed the Request for Proposals for Broker / Agent of Record for Insurance Services to eight (8) agencies. Public Notice of the RFP was published in the Des Moines Register and all RFP documents were posted on the City's website.

On April 1, 2016, staff issued Addendum #1 which contained responses to all questions asked during the process. Each addendum was emailed to interested agencies and also posted to the City's website alongside the other RFP documents.

Prior to the proposal submission deadline of April 6, 2016, a total of seven (7) proposals were received. A review committee consisting of Deputy City Manager Jamie Letzring, Finance Director Tim Stiles, Assistant City Attorney Jason Wittgraf, and Budget Analyst Chris Hamlett reviewed (and scored) the proposals. This committee determined there should be two (2) finalists and arranged for finalist interviews. Panel interviews were held on April 20, 2016, and consisted of a formal presentation by each proposing agency followed by standard and specific questions from the review committee.

Following interviews, the review committee collaborated for review of the finalists' written proposals, presentation materials, and interview notes. References for each agency were also checked by staff. The review committee unanimously confirmed Holmes Murphy & Associates as its preferred agency.

Staff has negotiated terms of a Brokerage Service Agreement with Holmes Murphy & Associates which outlines the duties of the Agent. Duties include but are not limited to providing written recommendations and review of all binders, coverage documents and endorsements to assure appropriate coverages and balance risk. The Agent will also place coverages, provide risk management services and training, assist the City in submitting of claims to coverage providers, review loss runs, and perform day-to-day operations such as providing certificates and endorsements.

**RECOMMENDATION:** Approve a motion to designate Holmes Murphy & Associates as the City's Broker / Agent of Record for Insurance Services, beginning with the policy renewal of July 1, 2016, and will continue on an annual basis coinciding with the renewal date. The agreement provides that either party may cancel the agreement without cause with 120 days written notice. The recommendation is also to approve a motion authorizing the Mayor and/or Finance Director to enter into agreements as needed to memorialize the specific types and scopes of services and coverages as may be proposed by the agent, as well as the Brokerage Service Agreement.

**Lead Staff Member:** Tim Stiles, Finance Director *TWS*

**STAFF REVIEWS**

Department Director	
Appropriations/Finance	
Legal	
Agenda Acceptance	<i>ATJ</i>

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

Published In	
Dates(s) Published	

**SUBCOMMITTEE REVIEW** (if applicable)

Committee	Finance & Administration		
Date Reviewed	March 9 & April 20, 2016		
Recommendation	<input checked="" type="radio"/> Yes	<input type="radio"/> No	<input type="radio"/> Split



**City of West Des Moines**

**Brokerage Service Agreement**

This will confirm that the City of West Des Moines (client) wishes to engage the services of Holmes Murphy & Associates, Inc. (Broker) as its Property and Casualty insurance broker on the following terms:

**1) Term**

The services under this agreement will begin on 07/01/2016 and continue until discontinued according to the termination provisions of this agreement.

**2) Services**

Broker will provide the following Risk Management services:

a) With the goal of providing high quality and effective Insurance Placement and Administration services, Broker will:

- i) Implement and deliver on a timely and proactive basis the activity outlined in the mutually developed Insurance Service Plan.
- ii) Provide ongoing risk management advice, consultation and review with Client.
- iii) Provide ongoing day-to-day service to your business (Certificates of Insurance, Endorsements, etc.) and other services normal and incidental to the handling of the Client's insurance program.
- iv) Provide proactive, aggressive marketing, negotiation and related follow through to the placement of Client's insurance coverage.
- v) Convey timely, useful information on current trends and law changes that affect industry and Client.

b) With the goal of providing outstanding Claims Management services, Broker will:

- i) Help establish and monitor claim reporting procedures.
- ii) Help establish and monitor the effectiveness of special claim handling procedures for carrier and/or TPA adjusters.
- iii) Monitor loss activity and prepare Status Reports for watch list claims.
- iv) Coordinate and conduct periodic meetings with Client, Broker and insurance carrier focusing on open claims and developing a plan of action to bring each open claim to a favorable resolution as well as focusing on reserves.
- v) Contact injured party on general liability claims and inform them who to contact, find out what happened and see if they have any questions. If phone contact cannot be made, Broker will send a letter to the customer requesting contact.
- vi) File General Liability claims with carrier.



- vii) Send notice to Client giving claimant name, claim number and adjuster name and phone number.
- viii) Be a resource for advising on the filing of loss notices and negotiations of other than Workers' Compensation claims.
- c) With the goal of providing cost effective Loss Control advice and expertise, Broker will:
  - i) Develop a plan of services that Client wants and needs.
  - ii) Work with insurance carrier to establish what services each will provide and then monitor process to ensure plan is on target and successful.
  - iii) Will, in coordination with insurance carrier, visit Client on regular and periodic basis during policy year. The focus will be on loss producing conditions and behavior.
  - iv) Be a responsive resource, rather than just sending "Boiler Plate Information." On OSHA compliance –Lockout Tagout, Blood Born Pathogens, Haz-Comm Programs, Fire Safety, Facility Assessments, etc.
  - v) Prepare periodic Loss Control Reports outlining progress being made on overall Loss Control Plan.
  - vi) Periodically attend Loss Control/Safety Committee Meetings at the Client's facilities.
  - vii) Be available to meet with and make presentations at Client facilities to help meet the Client's loss control goals.
- 3) **Sensitive Information**  
Client will assist Broker in fulfilling its duties by inviting Broker to tour facilities and provide requested information. Broker recognizes that information provided by Client can be sensitive and will not disclose this information to anyone other than insurance carriers and their intermediaries who are considering our applications and/or requests for proposal.
- 4) **Proprietary Work**  
Client understands and acknowledges that all reviews, reports and/or summaries prepared by Broker are the proprietary work of Broker. Client will not distribute this work to anyone outside their organization without the prior consent of Broker.
- 5) **Books and Records**  
Client is entitled to copies of reports and/or documents relating to its account. However, files and insurance policies will not be retained for more than five years after the expiration of a particular policy term.
- 6) **Taxes**  
Broker will attempt to invoice all applicable sales and/or surplus lines taxes due from Client. These taxes, including interest and penalties, are the sole responsibility of Client whether invoiced by Broker or discovered due at a later audit or examination by a governmental tax authority.



**7) Compensation**

Client will compensate Broker with commissions received from ICAP. In addition the broker agrees to reduce the current Workers Compensation fee from \$35,000 to \$25,000 effective 07/01/2016. In the spirit of full transparency Holmes Murphy will disclose commission and fee amount received each year at renewal.

**8) Profit Sharing**

Broker may also receive compensation from some insurance carriers through profit sharing arrangements. These payments are based on the premium volume, growth and/or profitability of all the business Broker has with the insurance carrier. They are not connected with any one account.

**9) Termination**

Either party may cancel this agreement with 120 days prior written notice. In the event Broker's engagement is terminated by Client prior to the end of the Service Year, all earned amounts of the Brokerage commission and fee not previously paid to Broker will be earned by broker until end of policy termination. In the event Broker's engagement is terminated by Broker prior to the end of the Service Year, Client will not be obligated to pay any installments of the Brokerage fee payable after the effective date of termination.

**10) Governing Law**

This agreement will be governed by and construed in accordance with the laws of the State of Iowa applicable to agreements executed and to be performed entirely within Iowa, without regard to its conflicts of law provisions.

City of West Des Moines

Holmes Murphy & Associates

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

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

**4(i)**

**ITEM:**

**DATE: May 16, 2016**

Motion – Approving Change Order #2  
Maffitt Lake Road – SE Soteria Avenue to Veterans Parkway  
Concrete Technologies, Inc.

**FINANCIAL IMPACT:**

**Contract Summary:**

Description	Amount	Date Approved	Remarks
Construction Contract	\$ 3,683,445.51	January 26, 2016	
Change Order 1	\$ 2,496.38	May 5, 2016	
Change Order 2	\$ 33,184.75	Pending	
<b>Total</b>	<b>\$ 3,719,126.64</b>		

Cost for this change order items will be paid from budgeted account no. 4260.77.820.6.7910 with the ultimate funding intended to come from a RISE Grant and the Alluvion TIF.

**BACKGROUND:**

Some of the residents of Lakeland Estates had expressed concerns to the City regarding activities associated with the construction of Maffitt Lake Road and the impact on their lake. Lakeland Estates is located south of County Line Road in Norwalk. The major concerns that were expressed involved water coming off the street and potential for erosion and sedimentation in the lake.

The project's design is in accordance with the current standards of practice. To date the contractor has done a good job of placing and maintaining erosion control measures on the project and there have been no issues. In an attempt to be a good neighbor, Shive Hattery was commissioned to evaluate alternatives that would enhance protection of the lake. There are no alternatives that will guarantee 100% protection. The most feasible alternative includes detaining storm water upstream of Maffitt Lake Road to a point the release rate would be less than the pre-road conditions in all storm scenarios. West Lakes, LLC has agreed to allow the construction and backwater on their property until the area develops and permanent storm water detention facilities are constructed. This issue was discussed at the Public Works Council Subcommittee. Staff recommends approval of this change order.

**OUTSTANDING ISSUES:** None.

**RECOMMENDATION:**

City Council Adopt:

- Motion Approving Change Order #2 for the Maffitt Lake Road Improvements – SE Soteria Avenue to Veterans Parkway.

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

**STAFF REVIEWS**

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

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

Published In	
Dates(s) Published	

**SUBCOMMITTEE REVIEW (if applicable)**

Committee	Public Works		
Date Reviewed	May 11, 2016		
Recommendation	Yes	No	Split



**CITY OF WEST DES MOINES**

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

**CHANGE ORDER**

Distribution:  
 Owner   X    
 Engineer   X    
 Contractor   X    
 Other \_\_\_\_\_

Contractor: **Concrete Technologies, Inc.**  
 1001 SE 37th Street  
 Grimes, IA 50111

Project Title	Maffitt Lake Road Improvement Project	
WDM Project File Number	0510-048-2014	
Purchase Order Number	4259-05	
Orig. Contract Amount & Date	\$3,683,445.51	January 26, 2016
Change Order Number	2	
Date	May 10, 2016	

**THE CONTRACT IS CHANGED AS FOLLOWS: Detention Ponds added at four locations. The detention ponds will reduce impacts to downstream properties by reducing peak flow leaving the site. This will address concerns raised by downstream property owners.**

Item	Description	Unit	Unit Price	Quantity Adjustment	Value Adjustment
CO 2.1	Detention Pond Excavation and Grading - The excavation and grading for the detention ponds requires steeper slopes and therefore a unit price adjustment of +3.05/ CY to the class 10 excavation price of 4.45/CY has been requested by the contractor.	CY	\$7.50	2,184.000	\$16,380.00
CO 2.2	12" Storm Sewer, RCP 2000D - This is a new item to be included in the Detention Pond outlets	LF	\$71.00	68.000	\$4,828.00
CO 2.3	Mobilization - The majority of the earthwork on site has been completed and the contractor will have to re mobilize equipment to the project.	LS	\$1,082.00	1.000	\$1,082.00
10	18" Storm Sewer, RCP 2000D - Project originally included 18" RCP as Item 10, this item utilizes the same unit price.	LF	\$77.75	18.000	\$1,399.50
11	24" Storm Sewer, RCP 2000D - Project originally included 24" RCP as Item 11, this item utilizes the same unit price.	LF	\$88.50	31.000	\$2,743.50
71	Revetment, Class D - Project originally included revetment as Item 71, this item utilizes the same unit price.	Ton	\$59.75	113.000	\$6,751.75
<b>TOTAL</b>					<b>\$33,184.75</b>

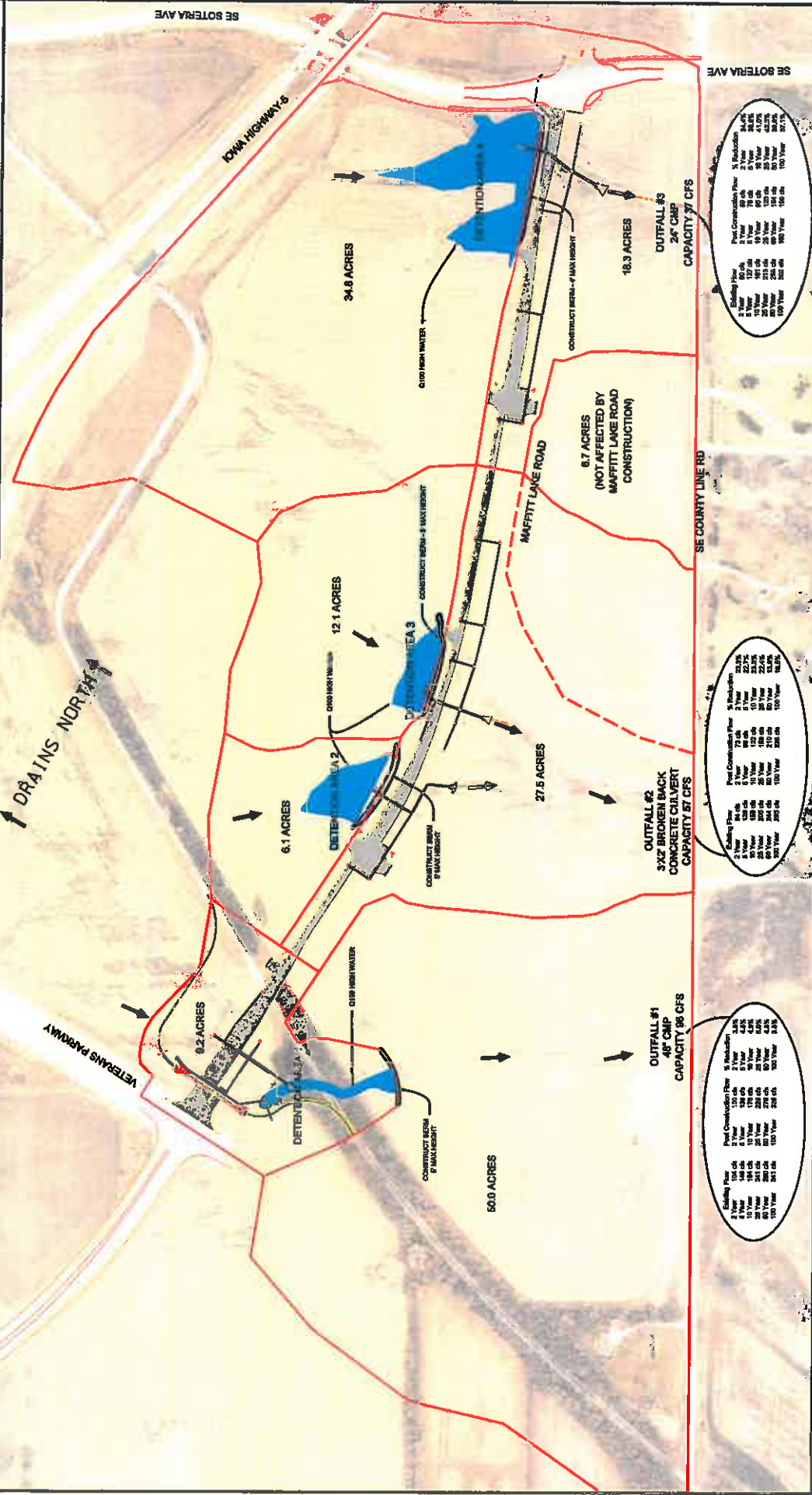
CHANGE ORDER SUMMARY	
The Original Contract Sum was	\$3,683,445.51
Net Change by previously authorized Change Orders	\$2,496.38
The Contract Sum prior to This Change Order was	\$3,685,941.89
The Contract Sum will be increased by this Change Order in the amount of	\$33,184.75
<b>The new Contract Sum including this Change Order will be</b>	<b>\$3,719,126.64</b>
Aggregate Change Order as a percent of Original Contract (if the aggregate is \$10,000, or greater than 5% of the original contract, whichever is greater, all signatures through the full Council are required)	0.97%
The Contract Time will be changed by	0 Days
The date of Final Completion as of the date of this Change Order therefore is	November 18, 2016

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

Contractor: Concrete Technologies, Inc.	Recommended By: Shive-Hattens	Checked By: Bivac
Signature: <i>[Signature]</i>	Signature: <i>[Signature]</i>	City of West Des Moines
Name: <i>[Name]</i>	Name: Nathan Hardisty, P.E.	Signature:
Title: <i>[Title]</i>	Title: Civil Engineer	Name: Duane C. Wittstock, P.E., L.S.
Date: <i>[Date]</i>	Date: <i>[Date]</i>	Title: City Engineer
		Date:

Owner: City of West Des Moines

<input 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 type="checkbox"/> >	\$10,000 City Council approved or ratified at Council meeting on May 18th, 2016		Date _____

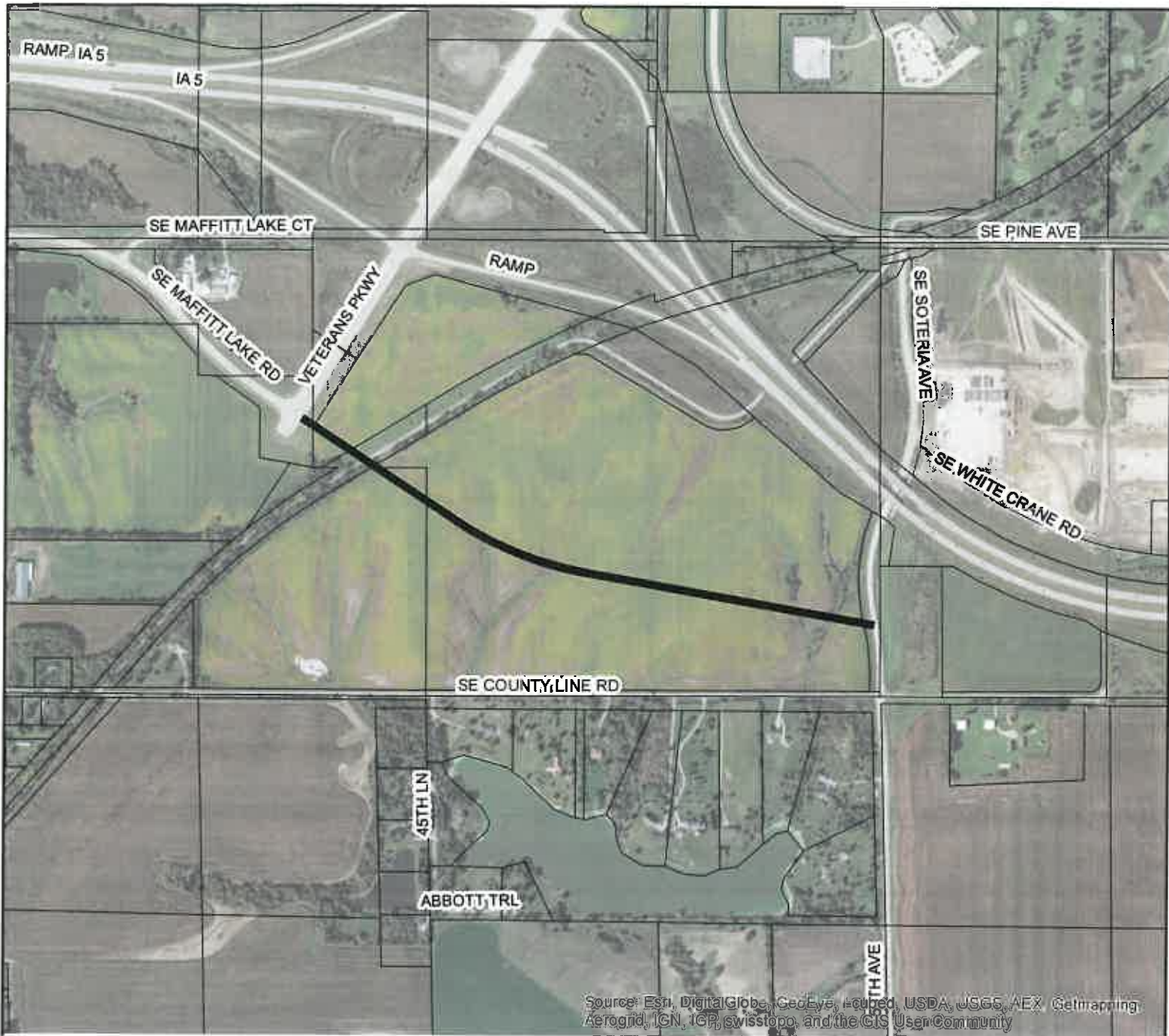


Flowing Flow	Post Construction Flow	% Reduction
1 Year	88 cfs	34.4%
2 Year	92 cfs	32.7%
5 Year	97 cfs	31.0%
10 Year	101 cfs	29.3%
25 Year	105 cfs	27.6%
50 Year	109 cfs	25.9%
100 Year	113 cfs	24.2%

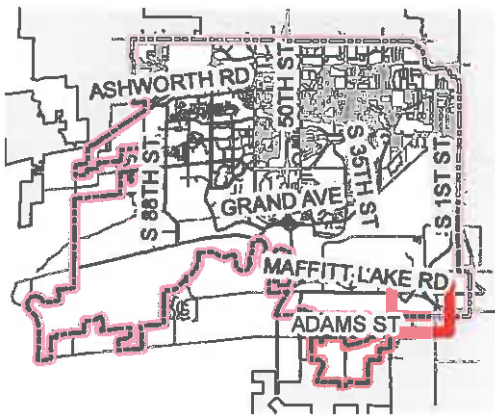
Flowing Flow	Post Construction Flow	% Reduction
1 Year	108 cfs	27.7%
2 Year	112 cfs	26.0%
5 Year	116 cfs	24.3%
10 Year	120 cfs	22.6%
25 Year	124 cfs	20.9%
50 Year	128 cfs	19.2%
100 Year	132 cfs	17.5%

Flowing Flow	Post Construction Flow	% Reduction
1 Year	108 cfs	27.7%
2 Year	112 cfs	26.0%
5 Year	116 cfs	24.3%
10 Year	120 cfs	22.6%
25 Year	124 cfs	20.9%
50 Year	128 cfs	19.2%
100 Year	132 cfs	17.5%





**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:	<b>MAFFITT LAKE ROAD - S. 8TH STREET TO VETERANS PARKWAY</b>		
	Project No. 0510-046-2014		
LOCATION:	<b>EXHIBIT "A"</b>		
DRAWN BY:	BJM	DATE:	1/07/2016
			SHT. 1 OF 1

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

**DATE: May 16, 2016**

**ITEM:**

Resolution – Approving Initiation of Disposal of Surplus Property  
Irregular Shaped Parcel  
900 Block of 1<sup>st</sup> Street

**FINANCIAL IMPACT:**

Unknown at this time.

**BACKGROUND:**

The City owns the irregular shaped parcel in the 900 block of 1<sup>st</sup> Street. The City has received an inquiry regarding the possibilities of selling the parcel so a new building could be constructed. Staff is asking the Council for permission to start the disposal process for this tract. At the end of the process the Council will ultimately need to determine if the parcel should be sold or not.

**OUTSTANDING ISSUES:**

None.

**RECOMMENDATION:**

City Council Adopt:

- Resolution Approving Initiation of Disposal of Surplus Property

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

**STAFF REVIEWS**

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

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

Published In	
Dates(s) Published	

**SUBCOMMITTEE REVIEW (if applicable)**

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

**RESOLUTION**

**RESOLUTION APPROVING INITIATION OF DISPOSAL OF SURPLUS PROPERTY,  
IRREGULAR SHAPED PARCEL**

**WHEREAS**, the City of West Des Moines, Iowa owns property in the 900 Block of 1<sup>st</sup> Street as shown on the attached preliminary plat of survey; and

**WHEREAS**, the City currently has no identified public purpose for the property; and

**WHEREAS**, the City wishes to proceed with the process of disposing of surplus property;

Therefore,

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA**, that the parcel is declared surplus.

**BE IT FURTHER RESOLVED**, that the City Manager is authorized to initiate the disposal of the parcel of ground.

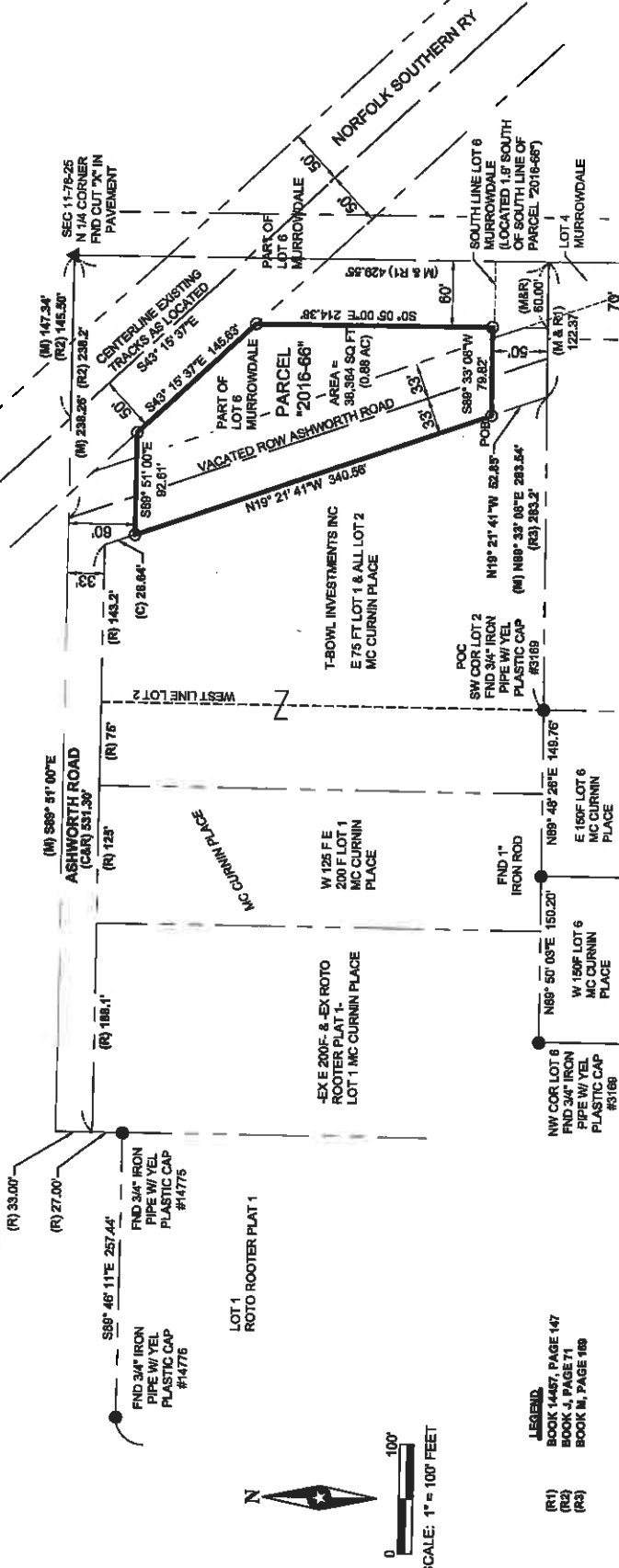
**PASSED AND ADOPTED** this 16<sup>th</sup> Day of May, 2016.

\_\_\_\_\_  
Steven K. Gaer, Mayor

ATTEST:

\_\_\_\_\_  
Ryan T. Jacobson, City Clerk

# PLAT OF SURVEY FOR DISPOSITION OF EXCESS LAND OWNED BY THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA



**LEGAL DESCRIPTION OF PARCEL #2016-66**  
PART OF THE VACATED ASHWORTH ROAD RIGHT OF WAY AND PART OF LOT 6, MURROWDALE, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
COMMENCING AT THE SOUTHWEST CORNER OF LOT 2, MC CURRIN PLACE, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA; THENCE NORTH 89°33'08" EAST, 283.54 FEET ON THE SOUTH LINE OF SAID LOT 2 TO THE INTERSECTION OF THE SOUTH LINE OF SAID LOT 2 AND THE WEST RIGHT OF WAY LINE OF VACATED ASHWORTH ROAD; THENCE NORTH 19°21'41" WEST, 52.85 FEET ON THE WEST RIGHT OF WAY LINE OF VACATED ASHWORTH ROAD TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 19°21'41" WEST, 340.98 FEET ON THE WEST RIGHT OF WAY LINE OF VACATED ASHWORTH ROAD TO A POINT; THENCE SOUTH 89°33'08" EAST, 82.81 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF THE NORFOLK SOUTHERN RAILWAY; THENCE SOUTH 45°16'37" EAST, 145.63 FEET ON THE MEASURED PERPENDICULAR TO THE EAST LINE OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 78 NORTH, RANGE 25 WEST OF THE 5TH P.M.; THENCE SOUTH 0°05'00" EAST, 214.38 FEET ON A LINE PARALLEL TO AND 60.00 FEET WEST OF THE EAST LINE OF SAID NORTHWEST QUARTER OF SECTION 11; THENCE SOUTH 89°33'08" WEST, 78.82 FEET ON A LINE PARALLEL TO AND 50.00 FEET NORTH OF SAID LOT 2, MC CURRIN PLACE TO THE POINT OF BEGINNING CONTAINING 0.88 ACRES, MORE OR LESS.

**LEGEND**

(R1) BOOK 14467, PAGE 147  
(R2) BOOK 4, PAGE 71  
(R3) BOOK 11, PAGE 188

**PLAT OF SURVEY FOR**  
**CITY OF WEST DES MOINES**  
**IOWA**

PROJECT NO: 16126  
DATE OF FIELD WORK: 3/28/2016  
DRAWN BY: CTA  
DESIGNED BY:  
REVIEWED BY: VP  
ISSUE DATE: 4/1/2016  
CLIENT PROJECT NO:

PROFESSIONAL LAND SURVEYOR  
VINCENT E. PIAGENTINI  
15982

PLAT NO: 1 OF 1

**ABACI CONSULTING, INC.**  
CIVIL ENGINEERING AND SURVEYING  
101 NE CIRCLE DRIVE, GRIMES, IOWA 50111  
PH: (515) 986-5048 FAX: (515) 986-0588

PROPERTY & SURVEYING  
SECTION CORNER  
SET COR. FOUND COR. (R)  
MEASURED (M)  
CALCULATED (C)  
PUBLIC UTILITY EMBLEM (P)  
DAS EMBLEM (DAS)

PROPERTY & SURVEYING  
SECTION CORNER  
SET COR. FOUND COR. (R)  
MEASURED (M)  
CALCULATED (C)  
PUBLIC UTILITY EMBLEM (P)  
DAS EMBLEM (DAS)

PROPERTY & SURVEYING  
SECTION CORNER  
SET COR. FOUND COR. (R)  
MEASURED (M)  
CALCULATED (C)  
PUBLIC UTILITY EMBLEM (P)  
DAS EMBLEM (DAS)

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

**ITEM:** Amendment to City Purchasing Policy

**DATE:** May 16, 2016

**FINANCIAL IMPACT:** None.

**BACKGROUND:** The City's Purchasing Policy was last amended in 2010, and the last significant review and overhaul of the policy dates to 1998. In advance of implementation of the City's new financial software and steady changes to industry best practices and state code, staff performed a detailed review of the current policy. Included in the review were a survey of Purchasing Policies of peer metro cities, consideration of all updates to State of Iowa Code, and an analysis of industry best practices as compiled by the Government Finance Officers Association (GFOA).

Key proposed changes to the City's Purchasing Policy include the following:

1. Adjustments to approval limits for purchases of (previously budgeted) materials, supplies, equipment, and services as follows:

**Previous**

Department Director (up to \$1,000)  
Finance Director (up to \$10,000)  
City Manager (up to \$25,000)  
Council Committee (up to \$50,000)  
City Council (all purchases above \$50,000)

**Proposed**

Department Director (up to \$5,000)  
Finance Director (up to \$25,000)  
City Manager (up to \$50,000)  
City Council (all purchases above \$50,000)

2. The local preference section has been updated to clarify the definition of a local business, and the degree of preference has been adjusted to reflect a more common standard.
3. The concept of a "City Vendor" list is eliminated - this concept has not been maintained in practice for several years.
4. Purchasing processes which involve sealed bids are required in some situations by State Code. It is proposed to increase the limit from a self-imposed \$10,000 to \$25,000. The City will remain in compliance with all laws.
5. The term "Sole Source" is being changed to "Award for Good Cause" to more accurately reflect the exception pertaining to these situations.
6. The Petty Cash limit for reimbursement will increase from \$30 to \$50.
7. The Public Improvement competitive bidding threshold is adjusted from a self-imposed minimum of \$25,000 to now mirror the State's guidance in this area.
8. The Public Improvement Change Order section has been adjusted to now allow the City Engineer to sign for all project change orders under \$25,000 individually as long as the contract as a whole remains within 10% of the original cost.

A copy of the proposed policy is attached – assembling a red-line version was not practical due to the electronic form of the original policy document.

It should also be noted that the current Purchasing Policy also details many procedures related to procurement. Staff has chosen not to update and address the procedures section of the policy, because all of the current processes are manual and with implementation of the new financial software, essentially ALL of those forms, processes, and procedures will need to be adjusted and streamlined to accommodate electronic work flows.

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

**RECOMMENDATION:** Approve the resolution and adopt the amended purchasing policy, effective immediately.

**Lead Staff Member:** Tim Stiles, Finance Director 

**STAFF REVIEWS**

Department Director	
Appropriations/Finance	
Legal	
Agenda Acceptance	RTG

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

Published In	
Dates(s) Published	

**SUBCOMMITTEE REVIEW** (if applicable)

Committee	Finance & Administration		
Date Reviewed	April 20, 2016		
Recommendation	<input checked="" type="radio"/> Yes	<input type="radio"/> No	<input type="radio"/> Split

## **RESOLUTION**

**WHEREAS**, the Finance Director and the City Council's Finance & Administration Subcommittee have recommended that amendments to the City's Purchasing Policy will more accurately define the process and methods of effectively procuring goods and services for the City, now, therefore

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES** that the recommendation of staff and the City Council Finance & Administration Subcommittee is hereby approved and that the purchasing policy will be amended and staff is directed to undertake steps necessary to fulfill the goals and requirements outlined in the policy.

**PASSED AND APPROVED** this 16th day of May 2016.

---

Steven K. Gaer, Mayor

**ATTEST:**

---

Ryan Jacobson, City Clerk



# **Purchasing Policy & Procedures Manual**



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# CITY OF WEST DES MOINES PURCHASING POLICIES MANUAL

## INTRODUCTION

The City Council of West Des Moines intends to buy goods and services of high quality consistent with the expected use at reasonable cost. The City also intends that all purchasing actions are fair and impartial with no impropriety nor appearance of impropriety, that all qualified buyers and sellers have access to City business and that no offer is arbitrarily or capriciously excluded, and that there is a reasonable amount of competition.

## FORWARD

The City has chosen to use a decentralized form of purchasing. Essentially, the process of specification preparation, Council authorization, bid review, quote solicitation and purchase order preparation is the responsibility of the user department. According to the guidelines set forth in this document, the user departments will have available assistance in the City Manager's Office and will need to coordinate the appropriate approval process through the Finance Department.

This Purchasing Policies and Procedures Manual is intended to help the reader understand the system, responsibilities and duties of user departments and the roles of the City Manager's Office and the Finance Department. The Manual is organized to present the policies first and then the procedures, which contain instructional statements relating to the decentralized purchasing process. The policies are designed to provide a governing principle or course of action which will rarely change. The procedures, on the other hand, are more flexible in nature and offer the method to the course of action.

## PRINCIPLES OF PURCHASING

1. To consider the best interests of the City in all transactions and to carry out its established policies.
2. To be receptive to competent counsel from colleagues and to be guided by such counsel without impairing the dignity and responsibility of the City.
3. To purchase without prejudice, seeking to obtain the maximum value for each dollar of expenditure in accordance with established City quality standards.
4. To strive consistently for knowledge of the materials and supplies required for use of the City and to establish practical methods of obtaining same.

5. To subscribe to and work for honesty and truth in buying and to denounce all forms of conflict of interest.
6. To avoid all unethical practices and the appearances of same.
7. To cooperate with all organizations and individuals engaged in activities designed to enhance the development and standing of public purchasing.

#### BUSINESS RELATIONS WITH SUPPLIERS

It is essential to develop and maintain goodwill between the City and its suppliers. The reputation of the City can be promoted by:

1. Giving all salespersons a full, fair, prompt, and courteous hearing.
2. Keeping competition open and fair.
3. Keeping specifications fair, accurate and clear.
4. Having consistent buying policies and principles.
5. Observing strict truthfulness in all transactions and in correspondence.
6. Respecting the confidence of the salesperson or the company as to confidential information.
7. Keeping free from any obligation to any vendor.

The relationship between the purchaser and the seller is intended to be one of mutual understanding. Fundamentally, no contract that proves unsatisfactory to the vendor can be satisfactory to the buyer. It is the responsibility of all employees involved in the purchasing function to establish a relationship of mutual confidence and satisfaction between the City and its suppliers within the confines of applicable law and policy.

#### DEFINITIONS

For purposes of this manual, the following terms, phrases, words and their derivations shall have the meanings given herein, unless the content requires otherwise:

- words used in the present tense include the future, or
- words used in the plural number include the singular number and words used in the singular include the plural number.

**Appropriate Council Committee and Council Committee** shall mean the standing Committees established by the Mayor and City Council. The Committees will have the authority

to review and authorize staff to approve the purchase of unbudgeted items and authorize change orders under the parameters set out in this Manual. In addition, when delegated authority by the Mayor and City Council, a specific purpose interim Committee may also be given this responsibility.

**Business** means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other private legal entity seeking to conduct business with the City.

**City** is the City of West Des Moines, Iowa conducting business at 4200 George M. Mills Civic Parkway, P.O. Box 65320, West Des Moines, Iowa 50265.

**City Council** is the Council of West Des Moines, the legislative and governing body of the City.

**City Manager** is the chief administrative officer of the City, or the designee of same.

**Change order** means all changes made to the scope of a contract as well as unexpected items, extensions, etc.

**Construction** means the process of building, altering, repairing, improving, or demolishing any public structure or building, or other public improvements of any kind to public real property, but excluding urban renewal and low rent housing projects, industrial aid projects authorized under Chapter 419 of the Code of Iowa, emergency work or work performed by employees of the City or a City Utility.

**Contract** means all types of City agreements, regardless of what they may be called, for the procurement or disposal of supplies, services, or construction.

**Contractor** means any business having a contract with the City.

**Cooperative Purchasing** is the procurement conducted by, or on behalf of, more than one governmental body.

**Department Director** is an appointed officer of the City responsible for the operations of a specific department, or designee of same.

**Designee** means a duly authorized representative of a person holding a superior position.

**Employee** means an individual drawing a salary from the City, whether elected or not and any non-compensated individual performing personal services for the City.

**Finance Director** is the appointed officer carrying the fiduciary responsibilities, or designee of same.

**Life Cycle Cost** means the expected total cost of ownership during the life of a product.

**Procurement** means buying, purchasing, renting, leasing, or otherwise acquiring any supplies, services, or construction. It also includes all functions that relate to the obtaining of any supply, service, or construction, including description of requirements, selection and solicitation of sources, preparation and award of contracts, and all phases of contract administration.

**Professional Services** means those services within the scope of architecture, engineering, legal, accounting, and other services as promulgated by the City Manager.

**Public Improvement** means any building or construction work to be paid in whole or in part by the use of City funds regardless of sources.

**Purchasing Agent** means any person duly authorized by the City Manager to enter into and administer contracts and make written determinations with respect thereto. The term also includes an authorized representative acting within the limits of authority.

**Responsible Bidder or Offeror** means a person who has the capability in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance.

**Responsive Bidder** means a person who has submitted a bid which conforms in all material respects to the Invitation for Bids.

**Services** means the furnishing of labor, time, or effort by a contractor, not involving the delivery of specific end product(s) other than reports which are merely incidental to the required performance. This term shall not include employment agreements, or collective bargaining agreements.

**Specification** means any description of the physical or functional characteristics, or the nature of a supply, service, or construction item. It may include a description of any requirement for inspecting, testing, or preparing a supply, service, or construction item for delivery.

**Supplies** means represents all property, including but not limited to equipment, materials, printing, insurance, and leases of real property, excluding land or a permanent interest in land.

**User Department** means any governmental body of the City which utilizes any supplies, services, or construction procured under this ordinance.

**PART I  
PURCHASING POLICIES**

SECTION 1 - ESTABLISHMENT OF PURCHASING FUNCTION

Purpose. The City Manager shall:

- (a) simplify, clarify, and modernize the procedures governing procurement by the City;
- (b) continue the development of procurement policies and practices;
- (c) make the procurement regulations of the City as consistent as possible;
- (d) provide for increased public confidence in the procedures followed in public procurement;
- (e) ensure the fair and equitable treatment of all persons who deal with the procurement system of the City;
- (f) provide increased economy in City procurement activities and maximize to the fullest extent practicable the purchasing value of public funds of the City;
- (g) foster effective broad-based competition within the free enterprise system;
- (h) provide safeguards for the maintenance of a procurement system of quality and integrity;
- (i) prepare and adopt a standard purchasing nomenclature for using agencies and suppliers;
- (j) prepare, adopt and maintain a vendors' catalog file;
- (k) exploit the possibilities of buying "in bulk" so as to take full advantage of discounts;
- (l) act so as to procure for the City all federal and state tax exemptions to which it is entitled;  
and,
- (m) have the authority to declare vendors who default on their quotations irresponsible bidders and to disqualify them from receiving any business from the municipality for a stated period of time.



### Scope of Purchasing Authority

By Iowa law (Section 372.8), the City Manager as chief administrative officer shall: Supervise the performance of all contracts for work to be done for the City, make all purchases of material and supplies, and see that such material and supplies are received, and are of the quality and character called for by the contract.

In order to carry out those duties, the City Manager may appoint a Purchasing Agent or direct those duties to existing positions within the organization. Exceptions to the policies may be presented to the City Manager for consideration. The decision by the City Manager to the question as presented shall be considered final.

The City Council authorizes an exemption to the **Police Chief** from the purchasing policy and procedures with regard to towing service(s) used on impounded and abandoned vehicles. The Police Chief is authorized to procure, from time to time, a towing service or services for official use when impounding or seizing vehicles. The Police Chief must determine the authorized vendor based on the Chief's satisfaction that the prices are competitive in order to protect the public interest and with regard to providing consistent and timely public service and responsiveness. In addition, the service must be considered to be of an acceptable quality and consistency to meet the expectations and needs of the City.

The City Council authorizes an exemption to the **Human Services Director** from the purchasing policy and procedures with regard to discretionary services, supplies and equipment purchased by the Department on behalf of clients and programs. The Human Services Director is authorized to pay for services (e.g., utilities, rent, gasoline, registration fees for other programs, school fees and textbooks, special programs of the department, etc.) or procure supplies and equipment (e.g., windows, doors, water heater, bed, etc.) for its clients and programs as is deemed necessary, immediate, or for personal well-being. The Human Services Director must determine the authorized vendor based on the Director's satisfaction that the prices are competitive in order to protect the public interest and with regard to providing consistent and timely public service. In addition, the service must be considered to be of an acceptable quality and consistency to meet the expectations and needs of the City and its residents.

All other purchases for materials, supplies, equipment and services can be processed in the following manner (except with respect to the West Des Moines Water Works and the West Des Moines Library Board which will receive such support only upon request in accordance with purchasing procedures as prescribed herein and such rules and regulations as shall be prescribed by the City Manager and the City Council):

- Purchases up to \$5,000.00 must be approved by the Department Director, and
- Purchases from \$5000.00 to \$24,999.99 must also be approved by the Finance Director, and

- Purchases from \$25,000.00 to \$49,999.99 must also be approved by the City Manager, and
- Purchases over \$50,000.00 must be approved by the City Council.

#### Surplus Property - Purchase and Disposal

The City Manager designates the Public Works Director to sell, trade, or otherwise dispose of surplus property and equipment belonging to the City under procedures promulgated by the City Manager or City Council.

#### Preference Given

By virtue of Iowa Code, Chapter 73.1 and 73.3), preference will be given to products and provisions grown and produced within the State of Iowa and to Iowa domestic labor.

Purchasing from vendors located in the City is preferred. Therefore, at each Department Director's discretion, staff is allowed to make those purchases with a City-based vendor whose bid may be up to five percent (5%) more than the lowest cost bid, if all is equal in quality and specifications, up to a \$5,000 total difference. For purposes of determining if a business is entitled to a local preference, the business shall be considered to be a local business if its headquarters, or the headquarters of its parent or holding company, is determined to be within the corporate limits of the City of West Des Moines, determined by the payment of city property taxes on such headquarters occupied by the business for a period of at least one year prior to award, or by the payment of rent to a landlord paying city property taxes on such headquarters occupied by the business for a period of at least one year prior to award

#### Cooperative Purchasing

The City Manager may initiate or participate with other governmental bodies, including the State of Iowa, in cooperative purchasing, either through the use of the Iowa Code Chapter 28E for intergovernmental agreements or utilization of a contract clause allowing the legal purchase at the cost designated in another entities contract, in the best interest of this City, notwithstanding any provisions of this manual to the contrary.

#### Power to Request Revision

The Finance Director shall review each estimate, and after consultation with the Department, may return the estimate to the Department for revision based on the purchasing process utilized, compliance with standardization principles, quantity, quality, specifications, and estimated cost.

### Encumbrance within Appropriation

Except in cases of emergency, the Finance Department may not make or accept any order for delivery on a contract or purchase agreement over \$5,000.00 until it is determined that there is to the credit of the requesting department or fund concerned a sufficient unencumbered appropriation balance in excess of all unpaid obligations to defray the amount of such order.

### Bidder's Responsibility Questioned

A written determination of non-responsibility of a bidder shall be made in accordance with procedures promulgated by the City Manager entitled "Determination of Vendor Noncompliance". The unreasonable failure of a bidder to promptly supply information in connection with an inquiry with respect to responsibility may be grounds for a determination of non-responsibility with respect to such bidder.

Information furnished by a bidder pursuant to this section shall be held in confidence by the Department Director or City Manager. Public issuance of information will not be made without the prior written consent by the bidder.

### Exceptions

Exceptions to all or part of this policy may be granted only at the discretion of the City Council.

## SECTION 2 - USER DEPARTMENTS

All user departments shall furnish reports as the City Manager or Finance Director may require concerning usage, needs, and stocks on hand, and the City Manager in conjunction with the Finance Director shall have authority to prescribe the forms to be used by the using departments in requisitioning, ordering, and reporting of supplies, services, and construction.

### Unauthorized Purchases

Except as otherwise provided by this manual, or by rules promulgated by the City Manager, it shall be prohibited for any City employee to order the purchase of any material, equipment or service other than through the City Manager. Any purchase order or contract made contrary to this manual, or made contrary to procedures promulgated by the City Manager shall not be approved and the City shall not be bound by any such unauthorized purchase.

### Disciplinary Action for Employee Non-Conformance

Employees found to be in non-conformance with any of the policies and procedures will be disciplined in accordance with the measures described in the Personnel Rules and Policies for City employees.

### SECTION 3 - COMPETITIVE BIDDING REQUIREMENTS

All purchases of, and contracts for, supplies and contractual services with an estimated cost of \$25,000 or greater in ANNUAL spending, except as specifically provided herein, shall be based wherever possible on sealed competitive bids. Using the terms of a State of Iowa bid satisfies the competitive bidding requirements. A vote by the City Council exempting specific opportunities or conditions may be requested by the City Manager. Approval of an exemption of this requirement shall be a simple majority vote by the Council.

Exceptions to the competitive sealed bidding requirements include professional services, items valued up to \$25,000, emergency and sole source purchases. Public improvements procurement (Section 8) and contracting for professional services (Section 9) are described later in the policy. Whether or not stated in any Request for Proposal or Bid solicitation, the City may consider life cycle costing analysis, and may give weight to the value of standard facilities and equipment in selecting a vendor.

#### Competitive Sealed Bidding Requirements

Whenever practical, sealed bids shall be solicited from responsible, responsive bidders on purchases expected to exceed \$25,000. All purchases of supplies and contractual services, except as otherwise provided herein, when the estimated cost thereof shall exceed \$25,000 shall be by formal, written contract or purchase order from the lowest responsible, responsive bidder, after due notice inviting proposals. Departments are required to advertise the requirements.

A Public Notice inviting bids shall be published in at least one official newspaper at least four days but not more than forty-five days preceding the day set for receipt of proposals.

The Public Notice inviting bids shall include a purchase description and all contractual terms and conditions applicable to the procurement.

#### Bid Opening

Bids shall be submitted sealed to the office stated in the public notice and shall be identified as bids on the envelopes. Bids shall be opened in public by the City Clerk, or representative, at the time and place stated in the public notice.

A bid tabulation will be made on each bid taken by the City and retained by the City Clerk for a period in accordance with the City's record retention policy. All of the bids, successful or unsuccessful, submitted as a result of a request issued by a Department will be kept on file for a minimum of one (1) year. Any and all resulting contracts will be appropriately executed and be on file in the City Clerk's Office and retained in accordance with the City's record retention policy.

### Rejection of Bids

The City Manager or City Council shall have the authority to reject all bids, parts of all bids or all bids for any one or more items included in the proposed contract, when public interest will be served thereby. The reasons therefor shall be made part of the contract file.

### Award of Contract

Department Directors may sign the contracts or agreements up to \$24,999.99 in TOTAL for items or services, while deferring to the City Manager to sign contracts or agreements for purchases equal to or greater than \$25,000.

- A. Lowest Responsible Bidder: Contracts may be awarded to the lowest responsible bidder as determined in the evaluation process which may include life cycle costing and preference for continuation of "standard" equipment, supplies, etc. Consideration shall be given to the following factors to determine the "responsible" nature of the business:
1. The ability, capacity and skill of the bidder to successfully complete the terms of the bid within the time specified.
  2. The integrity, reputation, judgment, experience and efficiency of the bidder.
  3. The quality of performance of previous contracts.
  4. The previous and existing compliance by the bidder laws and ordinances relating to the contract.
  5. The sufficiency of financial resources and ability of the bidder to perform the contract or provide the service.
  6. The quality, availability and adaptability of supplies or contractual services to the particular use required.
  7. The ability of the bidder and the cost to provide future maintenance and services for the use of the subject of the contract.
  8. The number and scope of the conditions attached to the bid by the bidder.
- B. When the award is not given to the lowest responsible, responsive bidder, a complete statement of the reasons for placing the order with another bidder shall be made available to all bidders upon request.
- C. If more than one bid is received with quality, price and service being equal and acceptable, the award shall be made based on the following criteria of priority:

1. to a West Des Moines vendor; then,
2. to an Iowa vendor; then,
3. to the regular supplier best qualified explained under "Award of Contract"; and then,
4. by drawing lots.

#### Filing of Contract

All original contract documents shall be submitted to the City Clerk's Office for central filing. Departments are responsible for updating contract documents held in the City Clerk's Office and maintaining either a digital or a paper copy in departmental files.

#### Prohibition against Subdivision

No contract or purchase shall be subdivided to avoid the requirements of this section.

#### Multi-Term Contracts

Specified Period - Unless otherwise provided by law, a contract for suppliers or services may be entered into for any period of time deemed to be in the best interest of the City provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the first fiscal period at the time of contracting. Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefor.

Determination Prior to Use - Prior to the utilization of a multi-term contract, it shall be determined in writing;

- (a) that estimated requirements cover the period of the contract and that there is a reasonable probability they will continue to do so; and
- (b) that such a contract will serve the City's best interests by encouraging effective competition or otherwise promoting economy in City procurement or operations.

Cancellation Due to Unavailability of Funds in Succeeding Fiscal Periods - When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled and the contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the contract. The cost of cancellation may be paid from any appropriations available for such purposes.

#### SECTION 4 – AWARD FOR GOOD CAUSE AND EMERGENCY PROCUREMENT

Award for Good Cause – a contract may be awarded for a supply, service, or public improvement item without competition when, under procedures promulgated by the City Manager it is determined in writing that there is good cause to purchase the required supply, service, or public improvement item from a particular vendor.

Emergency Procurement - Notwithstanding any other provision of this resolution, the City Manager, or designee, may make or authorize others to make emergency procurement in any amount, when there exists a threat to public health, welfare, or safety under emergency conditions as defined in procedures promulgated by the City Manager ("Extenuating Circumstances"); provided that such emergency procurement shall be made with such competition as is practicable under the circumstances. A written determination of the basis for the emergency and for the selection of the particular contractor shall be included in the contract file.

Contents of Record - The Finance Department shall maintain a record of all Awards for Good Cause and Emergency Procurement transactions. The records shall contain:

- (a) each contractor's name;
- (b) the amount and type of each contract;
- (c) a listing of the supplies, services, or construction procured under each contract; and
- (d) the person authorizing the transaction.

#### SECTION 5 - COMPETITIVE INFORMAL BIDDING

Except as otherwise provided by procedures promulgated by the City Manager, all purchases for less than \$10,000 may be awarded by means of informal competitive bidding. All informal competitive bidding purchases in excess of \$1,000 shall, wherever possible, be based on at least three competitive written quotes, and shall be awarded to the lowest responsible bidder in accordance with the standards set forth in the previous section ("Award of Contract"). Purchases expected to exceed \$250 but be less than \$1,000, may be solicited by means of three verbal or phone quotes. All informal competitive bids shall be obtained by the Department Director or designee by mail or telephone and the Department shall forward to the Finance Department original documents prescribed by the City Manager on all such transactions, and such records shall be open to the public for inspection.

#### SECTION 6 - PETTY CASH AND DISCRETIONARY PURCHASES

Under procedures promulgated by the City Manager, purchases for less than \$50 may be obtained by means of petty cash when circumstances warrant such a purchase.

Under other procedures promulgated by the City Manager, Department Directors and their designees may use their discretion to purchase items of up to \$250 in value without seeking competitive bids or quotes.

## SECTION 7 - INSPECTION, TESTING AND ACCEPTANCE

The City Manager (or designee) shall inspect or have inspected, all deliveries of equipment, materials, supplies or contractual services to determine their conformance with the specifications set forth in the order or contract.

Tests - The City Manager (or designee) shall have the authority to require chemical and physical tests of samples submitted with bids and samples of deliveries which are necessary to determine their quality and conformance with the specifications. In the performance of such tests, the City Manager shall have the authority to make use of laboratory facilities of any agency of the City government or of any outside laboratory.

Acceptance – After approval by the City Manager (or designee), the receiver's copy, invoice or receipt shall be attached to the purchase order and returned to the Finance Department for payment. Payment will not be made without such notice of approval.

## SECTION 8 - PROCUREMENT OF PUBLIC IMPROVEMENTS

### General

In accordance with Iowa law (Chapter 26), the City will be required to advertise for sealed on public improvements expected to exceed the competitive bid threshold or competitive quote threshold, each of which is established in Iowa Code Section 314.1B. The threshold amount is typically adjusted annually. A contract may not be established on projects exceeding these amounts until the City follows the directive of the State as outlined in the Code. Projects estimated to cost less than the competitive bid or quote threshold may follow the sealed bid procedure described under Procurement of Professional Services or some combination thereof. Change orders to the projects contracted at a cost less the competitive bid or quote threshold established by State Code will, however, be subject to the same process as described in this section under "Contract Change Order".

When the estimated total cost of a public improvement exceeds the State's competitive bid and quote thresholds, the City shall not enter into a contract for the improvement until it has held a public hearing on the proposed plans, specifications, form of contract and estimated cost for improvement. The hearing and related public notices must follow the rules of the State Code. At the hearing any interested person may appear and file objections to the proposed plans, specifications, contract or estimated cost of the improvement. After hearing objections, the City



Council shall, by resolution, enter its decision on the plans, specifications, contract and estimated cost.

Amount of Bid Security - Bid security shall be required for all competitive sealed bidding for public improvement contracts when the price is estimated to the competitive bid or quote threshold established by State Code. Bid security shall be a bond provided by a surety company authorized to do business in this State, or the equivalent in certified funds, or otherwise supplied in a form satisfactory to the City. Nothing herein prevents the requirement of such bonds on public improvement contracts under the competitive bid and competitive quote thresholds when the circumstances warrant. Bid security shall be in an amount equal to at least five percent (5%) of the total bid amount and shall not exceed ten percent (10%).

Rejection of Bids for Noncompliance with Bid Security Requirements - When the Invitation for Bids requires security, noncompliance requires that the bid be rejected.

Withdrawal of Bids - After the bids are opened, they shall be irrevocable for the period specified in the Invitation For Bids, except as provided in Section 3, Competitive Bidding Requirements. If a bidder is permitted to withdraw its bid before award, no action shall be made against the bidder or the bid security.

When Bonds Are Required and Amounts - When a public improvement contract is awarded in excess the competitive bid and competitive quote thresholds, the following bonds or security shall be delivered to the City and shall become binding on the parties upon the execution of the contract:

1. a performance bond satisfactory to the City, executed by a surety company authorized to do business in this State, or otherwise secured in a manner satisfactory to the City, in an amount equal to 100% of the price specified in the current contract; and
2. a payment bond satisfactory to the City, executed by a surety company authorized to do business in this State or otherwise secured in a manner satisfactory to the City, for the protection of all persons supplying labor and material to the Contractor or its subcontractors for the performance of the work provided for in the contract. The bond shall be in an amount equal to 100% of the price specified in the contract.

Authority to Require Additional Bonds - Nothing in this section shall be construed to limit the authority of the City to require a bond or other security in addition to those bonds, or in circumstances other than specified in the preceding paragraph entitled "When Bonds Are Required and Amounts".

Bond Forms -The City Manager shall promulgate by procedure the form of the bonds required by this section.

Contract Clauses - The City Manager shall promulgate procedures requiring the inclusion in City

public improvement contracts clauses providing for adjustments in prices, time of performance, or other contract provisions, as appropriate, and covering the following subjects:

1. the unilateral right of the City to order in writing:
  - a. changes in the work within the scope of the contract; and
  - b. changes in the time of performance of the contract that do not alter the scope of the contract work;
2. variations occurring between estimated quantities of work in a contract and actual quantities;
3. suspension of work ordered by the City; and
4. site conditions differing from those indicated in the contract, or ordinarily encountered:
  - a. when the contract is negotiated;
  - b. when the contractor provides the site or design; or
  - c. when the parties have otherwise agreed to the risk of differing site conditions.

Price Adjustments - Adjustments in price pursuant to clauses promulgated under the subsection entitled " Contract Clauses", shall be computed in one or more of the following ways:

1. by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
2. by unit prices specified in the contract or subsequently agreed upon;
3. by costs attributable to the events or situations under such clauses with adjustment of profit or fee, all as specified in the contract or subsequently agreed upon; or
4. in such other manner as the contracting parties may mutually agree.

Additional Contract Clauses - The City Manager shall promulgate procedures requiring the inclusion in City public improvement contracts of clauses providing for appropriate remedies and covering the following subjects:

1. liquidated damages as appropriate;
2. specified excuses for delay or non-performance;

3. termination of the contract for default;
4. termination of the contract in whole or in part for the convenience of the City;
5. mechanics liens served to the City; and,
6. payment enhancement for early completion of the public improvement project, as provided in Iowa Code.

Modification of Required Clauses - The City Manager may vary the clauses promulgated by procedure under the subsection entitled "Contract Clauses" and the subsection entitled "Additional Contract Clauses", of this section for inclusion in any particular City public improvement contract, provided that any variations are supported by a written determination that states the circumstances justifying such variations, and provided that notice of any such material variation stated in the Invitation for Bids.

Contract Change Order - The City Engineer shall have the authority to authorize change orders up to a maximum of \$24,999.99. The City Engineer shall be responsible for monitoring and reporting upon the status of the costs of the total project budget or total contract budget. In the event that any contract modification, change order, or contract price adjustment reveals a resulting overall increase of 10% or more in the total project budget and/or the total contract, the City Council will receive the recommendations of the City Engineer and be presented to the appropriate Council Committee prior to formal Council action.

## SECTION 9 - PROCUREMENT OF PROFESSIONAL SERVICES

### Applicability

Professional services, estimated at any cost, may be procured as provided in this section, and under procedures promulgated by the City Manager.

### Policy

It is the policy of this City to award professional services contracts to competent, qualified consultants or companies. Award of a contract, based on any of the three methods described below, is followed by the negotiation of a contract for professional services on the basis of demonstrated competence and qualifications for the type of service required, and at fair and reasonable prices. Selection of a professional services provider shall be by one of the following methods: a) qualifications based selection; b) satisfactory performance in previous contractual experience; or, c) known expertise and reputation as a competent professional. Awards of professional services are made by the Department Director when services are not expected to exceed \$10,000 annually, and by the City Council when the services are expected to exceed this amount. In cases where City Council award is required, a memo will be written to the Mayor and City Council detailing the name of the professional service consultant selected, the process used,

and what responsibilities are covered in the professional services agreement. The City Attorney will be authorized to hire special legal counsel as needed up to \$10,000 per engagement. The City Attorney will also provide the Mayor and City Council a memo similar to that required of the City Manager. The exceptions to this includes: recreational program instructors/coordinators; team sport program officials/umpires; cultural arts performers; and, the EMS Medical Director(s).

#### Qualifications Based Selection

Should the department choose to solicit professional services, through a qualifications based selection method the City Manager, or designee shall encourage firms engaged in the lawful practice of their profession to submit upon successful processing of the requisition, a statement of qualifications and performance data, unless directed otherwise by the City Council. The Selection Committee, comprised of individuals appointed by the City Manager, shall evaluate statements of qualifications and performance data submitted by the firms regarding the proposed contract. The Selection Committee shall conduct discussions with the firms, regarding the contract and the relative utility of alternative methods of approach for furnishing the required services, and then shall select therefrom, in order of preference, based upon criteria established and written, formalized by the requesting department, the firm or firms deemed to be most highly qualified to provide the services required.

#### Previous Contractual Experience

Departmental staff may wish to consider the naming of a professional services consultant to another contract based on a previous relationship with the consultant and the satisfactory outcome of the previous contract. Previous contracts do not guarantee future work nor tie the City to one service provider. The City records on such a previous contractual relationship should contain enough information to justify the award of another contract. In many instances, it may be in the City's best interest to award succeeding contracts to provide continuity and avoid the need to acquaint and orient a new consultant or consulting team. For whatever reason the departmental staff wishes to exercise this option, a sufficient amount of documentation shall be available to support the award of contract.

#### Known Expertise and Reputation

In some instances, it may be to the City's advantage to enter into a contract for professional services based upon the known expertise and reputation of a consultant. Utilization of this reasoning for award of contract will most generally come in emergency situations or instances where there are relatively few consultants providing such professional services.

#### Negotiation

Subsequent to the selection of a professional services firm, the Department Director, or designee, shall negotiate a contract for compensation with the selected firm for professional services which the Department Director, or designee, determines in writing to be fair and reasonable to the City. In making this decision, the Department Director, or designee, shall take into account the estimated value, the scope, the complexity, and the professional nature of the services to be

rendered. Should the Department Director, or designee, be unable to negotiate a satisfactory contract with the firm considered to be the most qualified, at a price the Department Director, or designee, determines to be fair and reasonable to the City, negotiations with that firm shall be formally terminated. The Department Director, or designee, shall then undertake negotiations with the second most qualified firm. Failing accord with the second most qualified firm, negotiations shall be formally terminated. The Department Director, or designee, shall then undertake negotiations with the third most qualified firm. Should the Department Director, or designee, be unable to negotiate a contract at a fair and reasonable price with any of the qualified firms, the Department Director, or designee, shall select additional firms in order of the competence and qualifications, and the Department Director, or designee, shall continue negotiations in accordance with this section until an agreement is reached. Should negotiations fail to materialize into a contract with all qualified firms, the City Manager, or designee, may declare the initial process closed and direct a second selection process.

## SECTION 10 - PRE-LITIGATION RESOLUTION OF CONTROVERSIES

### Right to Protest

Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the City Manager. The protest shall be submitted in writing within fourteen days after such aggrieved person knows or should have known of the facts giving rise thereto.

### Authority to Resolve Protests

The City Manager, the head of a user department, or a designee of either officer shall have the authority, prior to the commencement of an action in court concerning the controversy, to settle and resolve a protest of an aggrieved bidder, offeror, or contractor, actual or prospective, concerning the solicitation or award of a contract. This authority shall be exercised in accordance with procedures promulgated by the City Manager.

### Decision

If the protest is not resolved by mutual agreement, the City Manager, the head of a using department, or a designee of either officer shall promptly issue a decision in writing. The decision shall state the reasons for the action taken.

### Notice of Decisions

A copy of the decision under the subsection entitled "Decision" shall be mailed or otherwise furnished immediately to the protestant and any other part intervening.

### Finality of Decision

A decision under the subsection entitled "Decision" shall be final and conclusive, unless fraudulent, or any person adversely affected, by the decision commences an action in court.

#### Stay of Procurement During Protests

In the event of a timely protest under the subsection entitled "Right to Protest" the City shall not proceed further with the solicitation or with the award of the contract until the City Manager, after consultation with the head of a user department, or designee makes a written determination that the award of the contract without delay is necessary to protect substantial interests of the City.

#### Authority to Debar or Suspend

The City Manager and the user department shall have the authority to suspend a person from consideration for award of contracts if there is probable cause for debarment. The suspension shall be for a period not exceeding three (3) months. The authority to debar or suspend shall be exercised in accordance with procedures promulgated by the City Manager. After reasonable notice to the person involved and reasonable opportunity for that person to be heard, the City Manager, after consultation with the user department and City Attorney, shall have the authority to debar a person for cause from consideration for award of contracts. The debarment shall be for a period of not more than three years.

#### Causes for Debarment or Suspension

The causes for debarment or suspension include the following:

1. conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;
2. conviction under State or Federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a City contractor;
3. conviction under State or Federal antitrust statutes arising out of the submission of bids or proposals;
4. violation of contract provisions, as set forth below, of a character which is regarded by the City Manager to be so serious as to justify debarment action:
  - a. deliberate failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or

- b. a recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts; provided that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for debarment;
5. any other cause the City Manager determines to be so serious and compelling as to affect responsibility as a City contractor, including debarment by another governmental entity for cause.

Decision

The City Manager and head of a user department shall issue a written decision to debar or suspend. The decision shall state the reasons for the action taken.

Notice of Decision

A copy of the decision under the subsection entitled "Decision" shall be mailed or otherwise furnished immediately to the debarred or suspended person or firm, and any other party intervening.

Finality of Decision

A decision under the subsection entitled "Decision" shall be final and conclusive, unless fraudulent, or the debarred or suspended person or firm commences an action in court.

SECTION 11 - AUTHORITY TO RESOLVE CONTRACT AND BREACH OF CONTRACT CONTROVERSIES

Applicability

This section applies to controversies between the City and a contractor and which arise under, or by virtue of, a contract between them. This includes without limitation controversies based upon breach of contract, mistake, misrepresentation, or other cause of contract modification or revision.

Authority

The City Manager and the head of the user department are authorized, prior to commencement of an action in a court concerning the controversy, to settle and resolve a controversy described in the subsection entitled "Applicability". This authority shall be exercised in conjunction with the City Attorney and in accordance with procedures promulgated by the City Manager.

Decision

If such a controversy is not resolved by mutual agreement, the City Manager and the head of the user department shall promptly issue a decision in writing. The decision shall state the reasons for the action taken.

#### Notice of Decision

A copy of the decision under the subsection entitled "Decision" of this section shall be mailed or otherwise furnished immediately to the contractor.

#### Finality of Decision

The decision under the subsection entitled "Decision" shall be final and conclusive, unless fraudulent, or the contractor commences an action in court.

#### Failure to Render a Timely Decision

If the City Manager and the head of the user department does not issue the written decision required under the subsection entitled "Decision" within 120 days after written request for a final decision, or within such longer periods as may be agreed upon by the parties, then the contractor may proceed as if an adverse decision had been received.

### SECTION 12 - SALES TAX AND PAYMENT PENALTIES/INTEREST EXEMPTIONS

#### Sales Tax

Under Iowa Law, Code 422.5, the City is exempt from tax in the case of sales of articles purchased for the City's exclusive use. Additionally, the City agrees to pay the tax, including interest, on such articles to the vendor or will reimburse the vendor for any tax, including interest, assessed by the State government.

#### Payment Penalties and Interest

The City will not include payment penalties or interest in regular payments made to vendors. User departments and the Accounts Payable Division will process payments in a timely manner in an effort to minimize delays. Vendors conducting business with the City must recognize the payment process dictated by law, which includes approval of the schedule of bills by the City Council and the bearing it has on the payment process. STOP HERE ----



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

**4(I)**

**ITEM:** Approval of Reimbursement - Various Capital Project Funds

**DATE:** May 16, 2016

**FINANCIAL IMPACT:** No Direct Impact

**BACKGROUND:** U.S. Treasury Regulations require a governmental entity to annually declare, in advance, intent to reimburse accounts where expenditures have been made for capital projects. Reimbursement to those accounts would then be made from future debt issued by the governmental entity. The attached Resolution has been prepared to comply with the regulations.

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

**RECOMMENDATION:** Approval of Resolution declaring intent, under Treasury Regulations, to issue debt for reimbursement of expenditures for specific capital projects.

**Lead Staff Member:** Tim Stiles, Finance Director

**STAFF REVIEWS**

Department Director	Tim Stiles, Finance Director
Appropriations/Finance	
Legal	
Agenda Acceptance	RTG

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

Published In	n/a
Dates(s) Published	

**SUBCOMMITTEE REVIEW** (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

Council Member \_\_\_\_\_ introduced the following Resolution entitled "RESOLUTION DECLARING AN OFFICIAL INTENT UNDER TREASURY REGULATION 1.150-2 TO ISSUE DEBT TO REIMBURSE THE CITY FOR CERTAIN ORIGINAL EXPENDITURES PAID IN CONNECTION WITH SPECIFIED PROJECTS" and moved that it be adopted. Council Member \_\_\_\_\_ seconded the motion to adopt, and the roll being called thereon, the vote was as follows:

AYES: \_\_\_\_\_

\_\_\_\_\_

NAYS: \_\_\_\_\_

Whereupon, the Mayor declared the Resolution duly adopted as follows:

RESOLUTION DECLARING AN OFFICIAL INTENT UNDER  
TREASURY REGULATION 1.150-2 TO ISSUE DEBT TO  
REIMBURSE THE CITY FOR CERTAIN ORIGINAL  
EXPENDITURES PAID IN CONNECTION WITH SPECIFIED  
PROJECTS

WHEREAS, the City anticipates making cash expenditures for one or more capital improvement projects, generally described below (each of which shall hereinafter be referred to as a "Project"); and

WHEREAS, the City reasonably expects to issue debt to reimburse the costs of a Project;  
and

WHEREAS, the Council believes it is consistent with the City's budgetary and financial circumstances to issue this declaration of official intent.

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

Section 1. That this Resolution be and does hereby serve as a declaration of official intent under Treasury Regulation 1.150-2.

Section 2. That it is reasonably expected that capital expenditures will be made in respect of the following Project(s), from time to time and in such amounts as this Council determines to be necessary or desirable under the circumstances then and there existing.

Section 3. That the City reasonably expects to reimburse all or a portion of the following expenditures with the proceeds of bonds, notes or other indebtedness to be issued or incurred by the City in the future.

Section 4. That the total estimated costs of the Project(s), the maximum principal amount of the bonds, notes or other indebtedness to be issued for the foregoing Project(s) and the estimated dates of completion of the Project(s) are reasonably expected to be as follows:

<u>Project</u>	<u>Fund from which original expenditures are to be Advanced</u>	<u>Total Estimated Cost</u>	<u>Amount of Borrowing Anticipated</u>	<u>Estimated Date of Completion</u>
	<b>SEE EXHIBIT</b>			

Section 5. That the City reasonably expects to reimburse the above-mentioned Project costs not later than the later of eighteen months after the capital expenditures are paid or eighteen months after the property is placed in service, but in no event more than three (3) years after the original expenditure is paid.

Section 6. That this Resolution be maintained by the City Clerk in an Official Intent File maintained in the office of the Clerk and available at all times for public inspection, subject to such revisions as may be necessary.

PASSED AND APPROVED this 16<sup>th</sup> day of May, 2016.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

**ATTACHMENT "A"**  
to Resolution dated May 16, 2016

Project	Advancing Fund	Project \$ Amount	Amount to Borrow	Est Completion Date
ADA Accessible Sidewalks	Road Use	375,000	375,000	Spring 2017
Ashworth Road Reconstruction-JCP to 81 <sup>st</sup> St	Road Use	2,465,040	2,465,040	Spring 2017
Ashworth Road Reconstruction-81 <sup>st</sup> St to 88 <sup>th</sup> St	Road Use	350,000	350,000	Spring 2018
City Facilities-Parking Lot Repairs	General	330,000	330,000	Spring 2017
Coachlight Drive-S.88 <sup>th</sup> to S. 91 <sup>st</sup>	General/Road Use	125,000	125,000	Spring 2017
Drainage Structure & Pipe Repair Operations	Fee Revenue	80,000	80,000	Spring 2017
Durable Pavement Markings	Road Use	100,000	100,000	Spring 2017
Fox Creek Trunk Sewers Extension	Fee Revenue	1,917,530	1,917,530	Spring 2017
Grand Ave Reconstruction-1 <sup>st</sup> to 6 <sup>th</sup>	General/Road Use	650,000	650,000	Spring 2017
Grand Ave Siphon Conversion	Fee Revenue	765,500	765,500	Spring 2017
Grand Ave Trail-North of Fuller	General	138,000	138,000	Spring 2017
Grand Ave West-Segment 3 Sewer	Fee Revenue	120,000	120,000	Spring 2018
Grand Ave West-Segment 4 Sewer	Fee Revenue	162,000	162,000	Spring 2018
Grand Ave West 6F Sewer	Fee Revenue	910,800	910,800	Spring 2017
Holiday Aquatic Center-SCS Play Structure Replace	General	276,000	276,000	Spring 2017
IT Cloud Computing Infrastructure Expansion	General	420,000	420,000	Spring 2017
Jordan Creek Trail - S. 19 <sup>th</sup> St	General	227,000	227,000	Spring 2017
Maple Grove Lift Station and Forcemain	Fee Revenue	2,326,000	2,326,000	Spring 2017
NE Basin-Grand Ave Outfall Pump Station	Fee Revenue	588,000	588,000	Spring 2018
9 <sup>th</sup> St Rehabilitation-Railroad Ave to Holiday Park	Fee Revenue	1,022,480	1,022,480	Spring 2017
9 <sup>th</sup> St Rehabilitation-Raccoon River to Railroad Ave	General	57,000	57,000	Spring 2018
98 <sup>th</sup> St Reconstruction-Water Tower thru RR Crossing	General	556,000	556,000	Spring 2017
Pavement, Curb, and Yard Supplemental Repair	Road Use	200,000	200,000	Spring 2017
Pavement Rehabilitation Program	Road Use	4,000,000	4,000,000	Spring 2017
Pearson Park North Bridge Replacement	General	100,000	100,000	Spring 2017
Public Services Facility (West) -- Fuel Island	Road Use	58,000	58,000	Spring 2018
Raccoon River Bank Stabilization	Fee Revenue	123,000	123,000	Spring 2017
Raccoon River Basin-Segment 5 Sewer	Fee Revenue	3,779,400	3,779,400	Spring 2017
Raccoon River Drive-Bride (Unnamed Creek)	Fee Revenue	90,000	90,000	Spring 2017
Raccoon River Park-Kybo Enclosures	General	100,000	100,000	Spring 2017
S. 50 <sup>th</sup> St Widening-MCP to EP True	General	5,124,000	5,124,000	Spring 2017
S. Grand Prairie Parkway-Madison Ave to Raccoon River Drive	General	10,716,700	10,716,700	Spring 2018
S. Grand Prairie Parkway-Stagecoach to MCP	General	800,000	800,000	Spring 2018
S. Grand Prairie Parkway River Bridge	General	5,060,000	5,060,000	Spring 2017

Project	Advancing Fund	Project \$ Amount	Amount to Borrow	Est Completion Date
Sanitary Rehab	Fee Revenue	425,000	425,000	Spring 2017
Sewer Facility Design Study	Fee Revenue	10,000	10,000	Spring 2017
Sewer TV Program	Fee Revenue	150,000	150,000	Spring 2017
Sidewalk Placement & Repair Program	Road Use	120,000	120,000	Spring 2017
South Area Lift Station Electrical Upgrade	Fee Revenue	300,000	300,000	Spring 2017
South Area Lift Station Improvements	Fee Revenue	58,000	58,000	Spring 2018
South Area Trunk Sewer Relief Sewer	Fee Revenue	168,000	168,000	Spring 2018
South Service Area Segment 2 Sewer	Fee Revenue	1,600,000	1,600,000	Spring 2017
South Service Area Segment 4-5 Sewer	Fee Revenue	138,000	138,000	Spring 2018
Stagecoach Drive-S.92 <sup>nd</sup> to S.88 <sup>th</sup>	General	1,261,600	1,261,600	Spring 2017
Storm Sewer Intake Replacement	Fee Revenue	250,000	250,000	Spring 2017
Sugar Creek Conveyance Improvements-Phase I A	Fee Revenue	385,000	385,000	Spring 2017
Sugar Creek Trunk Sewer Extension	Fee Revenue	352,100	352,100	Spring 2017
Sump Pump Sewer Program	Fee Revenue	225,000	225,000	Spring 2017
Traffic Signal System	Road Use	330,000	380,000	Spring 2017
Trail Renovation	General	230,000	230,000	Spring 2017
Trail Signage	General	60,000	60,000	Spring 2017
Tree Removal Program	Road Use	30,000	30,000	Spring 2017
Water Channel Management	Fee Revenue	100,000	100,000	Spring 2017
Westown PCP Drainage Study	Fee Revenue	492,500	492,500	Spring 2017

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

**4(m)1**

DATE: May 16, 2016

**ITEM:**

Resolution - Ordering Construction  
98<sup>th</sup> Street Improvements  
Water Tower to Railroad Tracks

**FINANCIAL IMPACT:**

The Engineering estimate of construction cost for the 98<sup>th</sup> Street Improvements project is \$331,243.00. Payments will be made from budgeted account no. 4291.75.820.6.7910. Costs for the project will be split 50/50 with the City of Waukee. It is anticipated that ultimately the West Des Moines Water Works will partially finance a portion of the West Des Moines share.

**BACKGROUND:**

This action includes approval of intergovernmental agreement with Waukee for the construction of 98<sup>th</sup> Street/Waco Place from the water tower to University Avenue. West Des Moines is designated as the lead agency.

A Bid Letting should be scheduled for 2:00 p.m. on Wednesday, May 25, 2016, and a Public Hearing on the project should be scheduled for 5:35 p.m. on Tuesday, May 31, 2016. The contract would be awarded on Tuesday, May 31, 2016, and work will begin shortly thereafter.

The project will be completed by August 12, 2016.

**OUT STANDING ISSUES:**

None

**RECOMMENDATION:**

City Council Adopt:

- Resolution approving 28E agreement with the City of Waukee
- Resolution Ordering Construction of 98<sup>th</sup> Street Improvements – Water Tower to Railroad Tracks.
- Fixing 2:00 p.m. on Wednesday, May 25, 2016, as time and date for project Bid Letting.
- Ordering the City Clerk to publish Notice of Letting and Public Hearing.

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

**STAFF REVIEWS**

Department Director	Duane C. Wittstock, P.E., L.S., City Engineer
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	May 11, 2016		
Recommendation	Yes	No	Split

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION APPROVING 28E AGREEMENT BETWEEN THE CITIES OF WAUKEE AND WEST DES MOINES, IOWA FOR THE CONSTRUCTION OF 98<sup>TH</sup> STREET/WACO PLACE FROM THE WATER TOWER TO UNIVERSITY AVENUE**

**WHEREAS**, 98<sup>th</sup> Street/Waco Place is located at the Corporate Limits between the Cities of West Des Moines and Waukee; and

**WHEREAS**, the Cities of Waukee and West Des Moines have conceptually agreed to a process to facilitate the paving of 98<sup>th</sup> Street/Waco Place, improvements to the railroad crossing and the signalization of the intersection of 98<sup>th</sup> Street/Waco Place and University Avenue; and

**WHEREAS**, staff from the City of Waukee and the City of West Des Moines have negotiated a 28E Agreement, copy attached, which sets forth the terms and conditions for the initial construction of said street improvements; and

**WHEREAS**, the Waukee City Council will also formally approved the 28E agreement.

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

1. The 28E Agreement negotiated, copy attached, between the Cities of Waukee and West Des Moines for the construction of street improvements to 98<sup>th</sup> Street/Waco Place is hereby approved.
2. The Mayor is authorized to sign the 28E Agreement and the City Clerk is directed to attest to the Mayor's signature.
3. Upon full execution, the West Des Moines City Clerk shall handle the required filing and recording of said document.

**PASSED AND APPROVED** this 16<sup>th</sup> day of May, 2016.

\_\_\_\_\_  
Steven K. Gaer, Mayor

ATTEST:

\_\_\_\_\_  
Ryan T. Jacobson  
City Clerk

**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:

**98<sup>th</sup> Street Improvements  
Water Tower to Railroad Tracks  
Project No. 0510-042-2015**

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

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

**BE IT FURTHER RESOLVED,** that the City Clerk is hereby directed to publish notice of hearing on the Plans and Specifications, Form of Contract, Bid Security and Estimate of Costs for said project to be held at 5:35 p.m. on Tuesday, May 31, 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, May 25, 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 or City Clerk designee at 2:00 p.m. on Wednesday, May 25, 2016, and the results of said bids shall be considered at a meeting of this Council on Tuesday, May 31, 2016, at 5:35 p.m. and acted upon at said time, or such time as may then be fixed.

**PASSED AND APPROVED** this 16th day of May, 2016.

\_\_\_\_\_  
Steven K. Gaer, Mayor

ATTEST:

\_\_\_\_\_  
Ryan T. Jacobson, City Clerk



**28E AGREEMENT  
BETWEEN THE CITY OF WEST DES MOINES, IOWA,  
AND THE CITY OF WAUKEE, IOWA FOR THE 98<sup>TH</sup> STREET/WACO PLACE  
IMPROVEMENTS, FROM THE WATER TOWER TO AND INCLUDING THE  
INTERSECTION OF 98<sup>TH</sup> STREET/WACO PLACE AND UNIVERSITY AVENUE.**

**THIS STREET IMPROVEMENTS AGREEMENT** has been made and entered into by and between the City of West Des Moines, Iowa (hereinafter West Des Moines), a Municipal corporation organized and existing under the laws of the State of Iowa, and the City of Waukee (hereinafter Waukee), also a Municipal corporation organized and existing under the laws of the State of Iowa (Waukee and West Des Moines hereinafter collectively referred to as Cities), in accordance with provisions of Chapter 28E, Code of Iowa, 2015. The purpose of this Agreement shall be to provide joint exercise of the respective powers of the Cities in connection with the joint improvements of 98<sup>th</sup> Street/Waco Place from the water tower to and including the intersection of 98<sup>th</sup> Street/Waco Place and University Avenue and the respective rights-of-way which are under the jurisdiction of both Cities. This Agreement shall become binding upon each party after approval by the City Council of West Des Moines and the City Council of Waukee.

**NOW, THEREFORE, THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:**

1. **PURPOSE.** The purpose of this Agreement is to establish the terms and conditions between the Cities for the 98<sup>th</sup> Street/Waco Place Road Improvements from the water tower to and including the intersection of 98<sup>th</sup> Street/Waco Place and University Avenue.
2. **DURATION.** This Agreement is retroactive shall have an effective date of June 1, 2015, and shall terminate as provided herein.
3. **APPROVAL AND FILING.** The Cities shall approve this agreement by resolution of both Cities' councils which shall authorize the execution of this Agreement. West Des Moines will then electronically file the Agreement in the office of the Iowa Secretary of State in accordance with Chapter 28E, Code of Iowa, 2015.
4. **AMENDMENTS.** This is the entire Agreement between the Cities and it may be amended only in writing, signed by authorized representatives of both parties and filed with the Iowa Secretary of State in accordance with Iowa Code Section 28E.8.
5. **GOVERNING LAW.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Iowa.
6. **ADMINISTRATION.** For the purposes of this Agreement, the Director of Engineering Services for the City of West Des Moines shall be the Administrator of this project.
7. **LEGAL ENTITIES AND PERSONAL PROPERTY.** By entering into this Agreement, the Cities do not intend to create a separate legal entity. The Cities do not intend to jointly acquire or hold real or personal property under this Agreement.

8. SHARED SERVICES. West Des Moines shall be the lead agency responsible for overseeing the construction of the improvements and will provide field engineering service for all portions of the project.
9. COSTS. Each City shall provide the right-of-way needed within their respective Corporate boundaries for the project at no cost. Permit fees for City funded improvements in each City shall be waived. West Des Moines shall periodically invoice Waukee for their pro-rata share of the expenses incurred to the date of the invoice. Field engineering services shall be included in expenses incurred and apportioned between the Cities. Waukee shall pay the invoice, in full, within thirty (30) days of the date of the invoice. The Costs shall be apportioned as follows:

98<sup>th</sup> Street/Waco Place, Railroad Tracks to University Avenue

The developer in each respective City will construct the grading, storm sewer, paving and all related incidental items. Each City shall inspect and ensure the improvements constructed or installed by developer(s) in their respective Cities comply with the design standards and specifications as adopted by their respective City's code.

The developer(s) in each City, upon completion of the improvements, will provide each respective City with a maintenance bond that conforms to the code requirements of said City for that portion of the work that lies within the Corporate boundaries of each City.

98<sup>th</sup> Street/Waco Place, Water Tower to North Right-of-Way Line of Railroad Tracks

West Des Moines shall contract with an engineering firm to create bid documents and other engineering documents necessary to construct a publically let construction project. West Des Moines shall obtain all necessary permits and rights-of-way from the Union Pacific Railroad that are required to construct the project. Waukee's City Council shall review and approve the plans and specifications for the portion of the project that lies within its corporate boundaries within three weeks of receipt of the plans and specifications. West Des Moines shall conduct the public bid process for the improvements in accordance with applicable Iowa law. Each City's council shall approve the award of the contract. Approval shall not be unreasonably delayed or denied. West Des Moines shall execute the construction documents on behalf of the Cities. West Des Moines and Waukee shall each be responsible for fifty (50) percent of the total expenses incurred. Upon completion of the improvements, the contractor will provide each respective City with a four year maintenance bond for that portion of the work that lies within the Corporate limits of each City.

98<sup>th</sup> Street/Waco Place and University Avenue Traffic Signals

West Des Moines shall contract with an engineering firm to create bid documents and other engineering documents necessary to construct a publically let construction project. Waukee's City Council shall review and approve the plans and specifications for the portion of the project that lies within its corporate boundaries within three weeks of

receipt of the plans and specifications. West Des Moines shall conduct the public bid process for the improvements in accordance with applicable Iowa law. Each City's council shall approve the award of the contract. Approval shall not be unreasonably delayed or denied. West Des Moines shall execute the construction documents on behalf of the Cities. West Des Moines shall be responsible for twenty-five (25) percent and Waukee shall be responsible for seventy-five (75) percent of the total expenses incurred. It is anticipated that each City may seek funding and/or reimbursements from developer(s) in their respective Cities. Each City shall be responsible for collecting any funds due from developers in their respective Cities. Failure to collect funds from a developer shall not relieve a City of its financial obligations under this Agreement. Upon completion of the improvements, the contractor will provide West Des Moines with a four year maintenance bond for the entire project. West Des Moines shall be responsible for making any claims against the maintenance bond for the project.

On-going maintenance of the public improvements beyond the maintenance bond period will be in accordance with a separate 28E agreement approved between the two Cities which outlines specific maintenance responsibilities with respect to the improvements undertaken pursuant to this agreement.

#### The Union Pacific Railroad Crossing

Each City shall be responsible for fifty (50) percent of all fees charged and associated with the improvements to the Union Pacific Railroad Crossing.

10. 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.
11. EXECUTION. Each City shall execute and deliver such additional instruments and documents and to take all such other action as the other City may reasonably request from time to time in order to effect the provisions and purposes of this Agreement.
12. TERMINATION. This Agreement shall terminate upon acceptance of the improvements by each City's Councils after the expiration of the maintenance bonds for the publically let projects. City Council or the West Des Moines City Council by giving ninety (90) days written notice of such intention to terminate. Notice of such termination shall be served by registered mail to the City clerk of the other City. The termination of this Agreement shall not relieve either City of any obligation or liability arising during the term of the Agreement.

(Signature page to follow.)

**IN WITNESS WHEREOF**, the parties hereto have set their hands, for the purpose herein expressed.

CITY OF WAUKEE, IOWA

CITY OF WEST DES MOINES, IOWA

Passed and Approved the  
\_\_\_\_\_ day of \_\_\_\_\_, 2016.

Passed and Approved the  
\_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
William Peard, Mayor

\_\_\_\_\_  
Steven Gaer, Mayor

ATTEST:

ATTEST:

\_\_\_\_\_  
Becky Schuett, City Clerk

\_\_\_\_\_  
Ryan T. Jacobson, City Clerk



**SNYDER & ASSOCIATES**  
Engineers and Planners

**OPINION OF PROBABLE CONSTRUCTION COSTS  
WACO PL / 98TH STREET IMPROVEMENTS PROJECT  
SOUTH & NORTH OF UNION PACIFIC RAILROAD TRACKS  
WAUKEE / WEST DES MOINES, IA  
PROJECT NO. 0510-042-2015**

ITEM	DESCRIPTION	Div. 1	Div. 2	Div. 3	TOTAL QUANTITY	UNIT	UNIT PRICE	Div. 1	Div. 2	Div. 3	TOTAL PRICE
<b>EARTHWORK</b>											
2.1	Clearing and Grubbing	1			1	LS	3,000.00	3,000.00	-	-	3,000.00
2.2	Topsoil, Strip, Salvage, and Respread	200			200	CY	30.00	6,000.00	-	-	6,000.00
2.3	Excavation, Class 10, Roadway and Borrow	752			752	CY	20.00	15,040.00	-	-	15,040.00
2.4	Subgrade Preparation	668			668	SY	8.00	5,344.00	-	-	5,344.00
2.5	Class A Roadstone	130			130	TON	25.00	3,250.00	-	-	3,250.00
<b>SEWERS AND DRAINS</b>											
4.1	Storm Sewer, RCP, 15"	92			92	LF	75.00	6,900.00	-	-	6,900.00
4.2	Storm Sewer, Class 3 RCP, 18"	193			193	LF	80.00	15,440.00	-	-	15,440.00
4.3	Apron, 15" RCP with Footing	1			1	EA	2,200.00	2,200.00	-	-	2,200.00
4.4	Apron, 18" RCP with Footing	4			4	EA	2,500.00	10,000.00	-	-	10,000.00
4.5	Removal of Storm Sewer/Culverts <= 36"	205			205	LF	10.00	2,050.00	-	-	2,050.00
4.6	Subdrain, Perforated CMP, 6"	120			120	LF	25.00	3,000.00	-	-	3,000.00
4.7	Subdrain Outlet, 6"	2			2	EA	200.00	400.00	-	-	400.00
<b>WATER MAIN AND APPURTENANCES</b>											
5.1	Water Main, PVC, 16", Restrained Joint Pipe		165	168	333	LF	120.00	-	19,800.00	20,160.00	39,960.00
5.2	Hydrant Assembly			1	1	EA	4,500.00	-	-	4,500.00	4,500.00
5.3	Water Valve, Gate, 16"			1	1	EA	6,000.00	-	-	6,000.00	6,000.00
5.4	Steel Casing Pipe, 24"		80	80	160	LF	350.00	-	28,000.00	28,000.00	56,000.00
5.5	Water Service Stub			1	1	EA	2,000.00	-	-	2,000.00	2,000.00
6.1	SW-506 Intake	2			2	EA	6,500.00	13,000.00	-	-	13,000.00
<b>STREETS AND RELATED WORK</b>											
7.1	Pavement, PCC, 8", Reinforced	674			674	SY	90.00	60,660.00	-	-	60,660.00
7.2	PCC Pavement Samples	1			1	LS	2,500.00	2,500.00	-	-	2,500.00
7.3	Approach Pavement, PCC, 12"	46			46	SY	150.00	6,900.00	-	-	6,900.00
7.4	HMA Full Depth	98			98	SY	120.00	11,760.00	-	-	11,760.00
7.5	Driveway, PCC, 7"	31			31	SY	75.00	2,325.00	-	-	2,325.00
7.6	Sidewalk, PCC, 4"	84			84	SY	40.00	3,360.00	-	-	3,360.00
7.7	Sidewalk, PCC, 6"	134			134	SY	45.00	6,030.00	-	-	6,030.00
7.8	Detectable Warnings	56			56	SF	30.00	1,680.00	-	-	1,680.00
7.9	UPRR Insurance	1			1	LS	15,000.00	15,000.00	-	-	15,000.00
<b>TRAFFIC CONTROL</b>											
8.1	Traffic Control	1			1	LS	10,000.00	10,000.00	-	-	10,000.00
8.2	Pavement Markings, Durable	21.88			21.88	STA	200.00	4,376.00	-	-	4,376.00



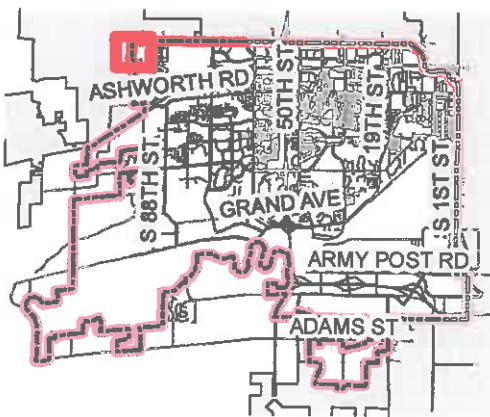
**SNYDER & ASSOCIATES**  
Engineers and Planners

**OPINION OF PROBABLE CONSTRUCTION COSTS**  
**WACO PL / 98TH STREET IMPROVEMENTS PROJECT**  
**SOUTH & NORTH OF UNION PACIFIC RAILROAD TRACKS**  
**WAUKEE / WEST DES MOINES, IA**  
**PROJECT NO. 0510-042-2015**

ITEM	DESCRIPTION	Div. 1	Div. 2	Div. 3	TOTAL QUANTITY	UNIT	UNIT PRICE	Div. 1	Div. 2	Div. 3	TOTAL PRICE
8.3	Pavement Markings, Temporary	17.88			17.88	STA	100.00	1,788.00	-	-	1,788.00
8.4	Pavement Markings, Symbols, Durable	2			2	EA	230.00	460.00	-	-	460.00
8.5	Pavement Markings, Symbols, Temporary	2			2	EA	200.00	400.00	-	-	400.00
<b>SITE WORK AND LANDSCAPING</b>											
9.1	Seeding, Fertilizing, and Mulching for Hydraulic Seeding	0.25			0.25	ACRE	4,500.00	1,125.00	-	-	1,125.00
9.2	Urban Temporary Erosion Control Seeding	0.25			0.25	ACRE	3,500.00	875.00	-	-	875.00
9.3	Erosion Control Mulching	0.25			0.25	ACRE	700.00	175.00	-	-	175.00
9.4	Silt Fence	180			180	LF	3.00	540.00	-	-	540.00
9.5	Silt Fence Removal	180			180	LF	1.00	180.00	-	-	180.00
9.6	Filter Sock, 8"	405			405	LF	4.00	1,620.00	-	-	1,620.00
9.7	Filter Sock Removal	405			405	LF	1.00	405.00	-	-	405.00
<b>SITE WORK AND LANDSCAPING</b>											
11.1	Construction Survey	1			1.00	LS	5,000.00	5,000.00	-	-	5,000.00
<b>Subtotal=</b>								\$ 222,783.00	\$ 47,800.00	\$ 60,660.00	\$ 331,243.00
<b>Div. 1 = Roadway Improvements</b>								\$ 222,783.00	\$ 47,800.00	\$ 60,660.00	\$ 331,243.00
<b>Div. 2 = West Des Moines water main (east side)</b>								\$ 11,200.00	\$ 2,400.00	\$ 3,100.00	\$ 16,700.00
<b>Div. 3 = Waukee water main (west side)</b>								\$ 233,983.00	\$ 50,200.00	\$ 63,760.00	\$ 347,943.00
<b>CONSTRUCTION TOTAL=</b>								\$ 233,983.00	\$ 50,200.00	\$ 63,760.00	\$ 347,943.00
<b>CONTINGENCY (~5%)=</b>								\$ 11,200.00	\$ 2,400.00	\$ 3,100.00	\$ 16,700.00
<b>Subtotal=</b>								\$ 222,783.00	\$ 47,800.00	\$ 60,660.00	\$ 331,243.00
<b>CONSTRUCTION TOTAL=</b>								\$ 233,983.00	\$ 50,200.00	\$ 63,760.00	\$ 347,943.00



**VICINITY MAP**



**LEGEND**

PROJECT LOCATION



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

PROJECT:	<b>98TH STREET IMPROVEMENTS WATER TOWER TO RAILROAD TRACKS</b>		Project No. 0510-042-2015
LOCATION:	<b>EXHIBIT "A"</b>		
DRAWN BY:	BJM	DATE:	6/23/2015
			SHT. 1 OF 1

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

DATE: May 16, 2016

**ITEM:** Resolution - Order Construction and Notice of Public Hearing on Plans, Specifications, Form of Contract, Estimate of Cost, and Direct Advertisement of Bids – Raccoon River Park Softball Irrigation Modifications

**FINANCIAL IMPACT:** None at this time. The preliminary estimated cost of the project is \$161,125. Project expenses will be paid with budgeted funds in the following C.I.P. account: Raccoon River Park (6534.75.840.6.7910). There is \$78,000 available in City funds with an additional contribution of up to \$100,000 match from West Des Moines Water Works for 50% of the cost for design and construction.

**BACKGROUND:** This Resolution is for the construction of a pump station to pull water from Blue Heron Lake to supply the irrigation needs for the Raccoon River Park Softball Complex. This project to include the installation of the pump station, associated piping, inlet, valves and electrical items necessary to set up the system, as well as plumbing modifications in the existing maintenance building to convert the irrigation system from potable water to water pumped from the lake.

**OUTSTANDING ISSUES:** None.

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

**Lead Staff Member:**

David Sadler



**STAFF REVIEWS**

Department Director	
Appropriations/Finance	
Legal	
Agenda Acceptance	RTG

**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:

**Raccoon River Park Softball Irrigation Modifications**

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

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

**BE IT FURTHER RESOLVED**, that the City Clerk is hereby directed to publish notice of hearing on the Plans and Specifications, Form of Contract, Bid Security and Estimate of Costs for said project to be held at 5:35 p.m. on **June 13, 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, June 1, 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, June 1, 2016** and the results of said bids shall be considered at a meeting of this Council on **June 13, 2016** at 5:35 p.m. and acted upon at said time, or such time as may then be fixed.

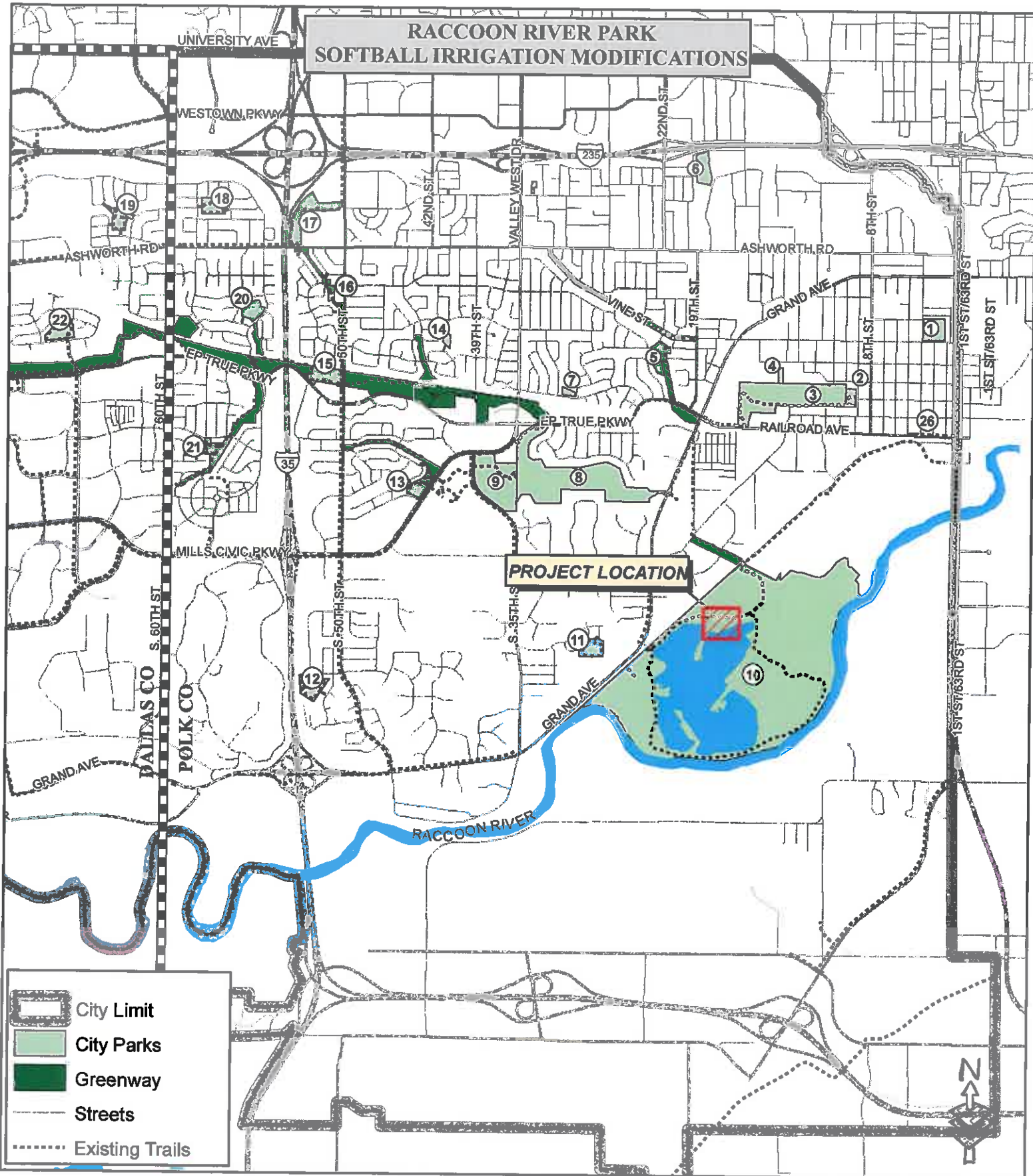
**PASSED AND APPROVED** this 16<sup>th</sup> day of May, 2016.

\_\_\_\_\_  
Steven K. Gaer, Mayor

ATTEST:

\_\_\_\_\_  
Ryan Jacobson, City Clerk

# RACCOON RIVER PARK SOFTBALL IRRIGATION MODIFICATIONS



- |                     |                           |                         |                         |
|---------------------|---------------------------|-------------------------|-------------------------|
| 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(n)1**

May 16, 2016

Resolution - Approving Professional Services Agreement  
Coachlight Drive Improvement – South 88<sup>th</sup> Street to South 91<sup>st</sup> Street  
Civil Design Advantage, LLC

**FINANCIAL IMPACT:**

The cost of the Professional Services Agreement associated with the design of this project is anticipated not to exceed \$14,950.00 for Basic Services. In addition, the cost for performing construction phase services will not exceed \$7,700.00.

All costs for these services can be paid from budgeted account no. 4292.75.820.6.7920 with part of the ultimate funding intended to come from Special Assessments.

**BACKGROUND:**

The City Council adopted a Resolution of Necessity to special assess the costs of paving Coachlight Drive from South 88<sup>th</sup> Street to South 91<sup>st</sup> Street at the regular meeting on September 21, 2015. Civil Design Advantage had previously prepared construction plans for the paving of Coachlight Drive as part of the development of Whisper Ridge for Hidden Creek, L.L.C. In order to minimize economic waste, Hidden Creek, L.L.C., has agreed to assign the plans prepared by Civil Design Advantage to the City for consideration of a \$23,000 credit to their special assessment. Hidden Creek, L.L.C., has further agreed to reimburse the City for the cost of the water main improvements and any additional costs the City incurs if the storm sewer is not installed when the City constructs Coachlight Drive. The additional Civil Design Advantage costs include the work necessary to prepare the plans for a public bid letting vs. a development project.

Once the professional services agreement is approved, Civil Design Advantage will finalize the plans and specifications for the project. It is anticipated the construction work will be completed yet this year. Hidden Creek, L.L.C., has also indicated they intend to start construction of South 88<sup>th</sup> Street along the Whisper Ridge frontage within the next month so the work can be coordinated.

**OUTSTANDING ISSUES:** None.

**RECOMMENDATION:**

City Council Adopt:

- Resolution Approving Agreement of Assignment of Coachlight Plans
- Resolution Approving Development Agreement on Coachlight Drive and South 88<sup>th</sup> Street
- Resolution Approving Professional Services Agreement.

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

**STAFF REVIEWS**

Department Director	Duane C. Wittstock, City Engineer
Appropriations/Finance	Tim Stiles, Finance Director <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	Public Works		
Date Reviewed	May 11, 2016		
Recommendation	Yes	No	Split

**Resolution Approving Agreement of Assignment of Coachlight Plans**

**WHEREAS**, the City desires to construct the following described public project: Coachlight Drive Improvement – S. 88<sup>th</sup> Street to S. 91<sup>st</sup> Street, Project No. 0510-024-2008; and

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

**WHEREAS**, Civil Design Advantage, L.L.C., has previously prepared construction plans for Hidden Creek, LLC, for the construction of Coachlight Drive; and

**WHEREAS**, the City and Hidden Creek, L.L.C., desire to minimize economic waste; and,

**WHEREAS**, Hidden Creek, L.L.C., has agreed to assign their interest in the construction plans for Coachlight Drive to the City of West Des Moines; and

**WHEREAS**, Engineering Services Department staff have recommended that the Plans, Specifications and Estimate of Cost be prepared by Civil Design Advantage, L.L.C.; and

**WHEREAS**, Hidden Creek, L.L.C., has requested a credit of \$23,000 to their Special Assessment for consideration of assigning the construction plans that were prepared on their behalf by Civil Design Advantage.

**THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA**, that the City accepts the assignment of the plans prepared by Civil Design Advantage, L.L.C., and credits Hidden Creek, L.L.C., the amount of \$23,000 towards their Special Assessment costs.

**BE IT FURTHER RESOLVED**, that the City Clerk is authorized and directed to enter into an agreement with Hidden Creek, L.L.C., for the assignment of the construction plans.

**PASSED AND APPROVED** this 16<sup>th</sup> day of May, 2016.

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Steven K. Gaer, Mayor

ATTEST:

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Ryan T. Jacobson, City Clerk

**Resolution Approving Development Agreement on Coachlight Drive and South 88<sup>th</sup> Street**

**WHEREAS**, the City desires to construct the following described public project: Coachlight Drive Improvement – S. 88<sup>th</sup> Street to S. 91<sup>st</sup> Street, Project No. 0510-024-2008; and

**WHEREAS**, in order to construct the Coachlight Drive Improvements a storm sewer outlet will need to be constructed and in place by Hidden Creek, L.L.C., on South 88<sup>th</sup> Street; and

**WHEREAS**, Hidden Creek, L.L.C., has agreed to have the storm sewer installed prior to the construction of Coachlight Drive of reimburse the City for any damages incurred due to lack of performance; and

**WHEREAS**, Hidden Creek, L.L.C., desires to have the City include water main construction along Coachlight Drive that is the responsibility of Hidden Creek, L.L.C., included in the construction project for Coachlight Drive; and

**WHEREAS**, Hidden Creek, L.L.C., will reimburse the City for all costs associated with the water main construction; and,

**THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA**, that the City approves the development agreement on Coachlight Drive with Hidden Creek, LLC.

**BE IT FURTHER RESOLVED**, that the City Clerk is authorized and directed to enter into an agreement with Hidden Creek, LLC, for the development agreement.

**PASSED AND APPROVED** this 16<sup>th</sup> day of May, 2016.

\_\_\_\_\_  
Steven K. Gaer, Mayor

ATTEST:

\_\_\_\_\_  
Ryan T. Jacobson, City Clerk

**Resolution Approving Professional Services Agreement**

**WHEREAS**, funding is available for the following described public project: Coachlight Drive Improvement – S. 88<sup>th</sup> Street to S. 91<sup>st</sup> Street, Project No. 0510-024-2008; and

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

**WHEREAS**, Engineering Services Department staff have recommended that the Plans, Specifications and Estimate of Cost be prepared by Civil Design Advantage, L.L.C.; and

**WHEREAS**, the Engineering Services Department has obtained a written proposal from Civil Design Advantage, L.L.C., to perform the work requested, which estimates the following cost to the City of West Des Moines:

<b>Basic Services of the Consultant</b>	<b>\$14,950.00</b>
<b>Construction Phase Services</b>	<b>\$ 7,700.00</b>

**THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA**, that Civil Design Advantage, L.L.C., is hereby directed to perform the work for the above named public improvement project.

**BE IT FURTHER RESOLVED**, that the City Clerk is authorized and directed to enter into an agreement with Civil Design Advantage, L.L.C., for the costs indicated above as payment by the City of West Des Moines for the services indicated.

**PASSED AND APPROVED** this 16<sup>th</sup> day of May, 2016.

\_\_\_\_\_  
Steven K. Gaer, Mayor

ATTEST:

\_\_\_\_\_  
Ryan T. Jacobson, City Clerk

Prepared by: Marcus F. Abels, 604 Locust Street, Suite 222, Des Moines, IA 50309; PH (515) 288-5000  
Return to: City Clerk, City of W. Des Moines, P. O. Box 65320, W. Des Moines, IA 50265-0320

**AGREEMENT OF ASSIGNMENT  
OF COACHLIGHT PLANS**

THIS AGREEMENT is made and entered into by and between the City of West Des Moines, Iowa (the "City"), and Hidden Creek, L.L.C., an Iowa limited liability company ("Hidden Creek").

WITNESSETH:

**WHEREAS**, the City desires to encourage orderly community development and provide for the regulation and control of the extension of public improvements, public services and utilities consistent with the City's Comprehensive Plan, as adopted in December 1993 and as amended in September, 2010, and in accordance with Iowa Code Chapter 354, Platting, Division and Subdivision of Land; and

**WHEREAS**, the City may assess to private property affected by public improvements within three miles of the City's boundaries the cost of construction and repair of public improvements within that area; and

**WHEREAS**, the City proposes to construct certain Improvements (the "Improvements") generally described as:

Construction of Coachlight Drive from S 88<sup>th</sup> Street to the west right of way line of S 91<sup>st</sup> Street (the "Project"); and

**WHEREAS**, the City has approved the Project plans prepared by Civil Design Advantage ("CDA"), and paid for by Hidden Creek; and

**WHEREAS**, using the CDA plans for the Project will reduce economic waste; and

**WHEREAS**, Hidden Creek is willing to assign the Project plans to the City in return for a credit on the special assessment against Hidden Creek's property.

**NOW, THEREFORE, BE IT AGREED AMONG THE PARTIES AS FOLLOWS:**

1. Hidden Creek hereby assigns to the City all its rights in the plans, drawings and other work product prepared by CDA for the design and construction of Coachlight Drive from S 91<sup>st</sup> Street east to and including the intersection with S 88<sup>th</sup> Street, in West Des Moines, Iowa (the "Plans"),
2. City agrees that Hidden Creek shall receive a credit of \$23,000.00 against the special assessment levied on its property for the Project as payment in full for the Plans. The credit shall be applied on the special assessment against Hidden Creek's property that is legally described as:

Parcel 'CC' located in the Northeast Quarter of the Northeast Quarter of Section 15, Township 78 North, Range 26 West of the 5th P.M., City of West Des Moines, Dallas County, Iowa, as shown on the Plat of Survey recorded June 1, 2015 in Book 2015 at Page 8178 in the records of the Dallas County, Iowa, Recorder's Office.

**HIDDEN CREEK, L.L.C.**

By: Lowry & Hodge, L.L.C., Manager

By: \_\_\_\_\_  
William K. Lowry, Manager

Dated: May \_\_\_\_\_, 2016

STATE OF IOWA            )  
                                  ss.  
COUNTY OF POLK        )

This record was acknowledged before me on May \_\_\_\_\_, 2016, by William K. Lowry as Manager of Lowry & Hodge, L.L.C., Manager of Hidden Creek, L.L.C.

\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR THE  
STATE OF IOWA

Presented and approved by the City Council on \_\_\_\_\_, 2016.

\_\_\_\_\_  
Ryan Jacobson, City Clerk



Prepared by: Marcus F. Abels, 604 Locust Street, Suite 222, Des Moines, IA 50309; PH (515) 288-5000  
Return to: \_\_\_\_\_ City Clerk, City of W. Des Moines, P. O. Box 65320, W. Des Moines, IA 50265-0320

**AGREEMENT ON  
COACHLIGHT DRIVE AND S 88<sup>TH</sup> STREET**

THIS AGREEMENT is made and entered into by and between the City of West Des Moines, Iowa (the "City"), and Hidden Creek, L.L.C., an Iowa limited liability company ("Hidden Creek").

**WITNESSETH:**

**WHEREAS**, the City desires to encourage orderly community development and provide for the regulation and control of the extension of public improvements, public services and utilities consistent with the City's Comprehensive Plan, as adopted in December 1993 and as amended in September, 2010, and in accordance with Iowa Code Chapter 354, Platting, Division and Subdivision of Land; and

**WHEREAS**, the City may assess to private property affected by public improvements within three miles of the City's boundaries the cost of construction and repair of public improvements within that area; and

**WHEREAS**, the City proposes to construct certain improvements generally described as:

Construction of Coachlight Drive from S 88<sup>th</sup> Street to the west right of way line of S 91<sup>st</sup> Street (the "City Project"); and

**WHEREAS**, Hidden Creek proposes to construct certain improvements generally described as:

Construction of S 88<sup>th</sup> Street from Coachlight Drive north to the existing pavement (the "Private Project"); and

**WHEREAS**, on April 7, 2015, the City Engineer approved construction plans dated March 30, 2015 prepared by Civil Design Advantage for the City Project and the Private Project ("CDA Plans"); and

**WHEREAS**, coordinating certain aspects of the City Project and Private Project will reduce economic waste.

**NOW, THEREFORE, BE IT AGREED AMONG THE PARTIES AS FOLLOWS:**

1. Water Main. The Private Project includes installation of an 8" water main ("Water Main") adjacent to Coachlight Drive, as more particularly shown in the CDA Plans. City will include the Water Main in a separate division of the public bidding notice for the City Project. Hidden Creek shall pay City the full amount of the approved bid for the total cost of the Water Main within sixty (60) days after the City Project bid has been accepted.

2. Storm Sewer. The City Project and Private Project include a storm sewer, which will connect in the vicinity of the intersection of Coachlight Drive and S 88<sup>th</sup> Street as shown on the CDA Plans. If the storm sewer connection associated with the Private Project is not ready to connect to the storm sewer associated with the City Project, the City will incur additional expense on the City Project for the design and/or construction of a temporary or permanent solution (the "Excess Expenses"). Hidden Creek shall be responsible for any Excess Expenses incurred by City if the Private Project storm sewer connection is not ready when needed for the City Project.

**HIDDEN CREEK, L.L.C.**

By: Lowry & Hodge, L.L.C., Manager

By: \_\_\_\_\_  
William K. Lowry, Manager

Dated: \_\_\_\_\_, 2016

STATE OF IOWA            )  
                                  ss.  
COUNTY OF POLK        )

This record was acknowledged before me on May \_\_\_\_\_, 2016, by William K. Lowry as Manager of Lowry & Hodge, L.L.C., Manager of Hidden Creek, L.L.C.

\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR THE  
STATE OF IOWA

Presented and approved by the City Council on \_\_\_\_\_, 2016.

\_\_\_\_\_  
Ryan Jacobson, City Clerk

## AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

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 Civil Design Advantage, LLC, (Fed. I.D. # 20-0291080 ), a professional corporation incorporated and licensed under the laws of the State of Iowa, party of the second part, hereinafter referred to as "Consultant" as follows:

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

### 1. SCOPE OF SERVICES

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

### 2. SCHEDULE

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

### 3. COMPENSATION

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

I. Basic Services of the Consultant	<u>\$ 14,950</u>
II. Construction Phase Services	<u>\$ 7,700</u>

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: Jody E. Smith, City Clerk  
Address: 4200 Mills Civic Parkway  
City, State: West Des Moines, IA 50265-0320

FOR THE CONSULTANT:

Name: Civil Design Advantage, LLC  
Attn: Gary L. Reed, President  
Address: 3405 SE Crossroads Drive, Suite G  
City, State: Grimes, IA

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.

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: \_\_\_\_\_

Gary L. Reed, President

CITY OF WEST DES MOINES

BY: \_\_\_\_\_

Ryan T. Jacobson, City Clerk

## ATTACHMENT 1

### SCOPE OF SERVICES

#### I. BASIC SERVICES

##### Design Meetings

Civil Design Advantage shall meet with City staff up to one (1) time during the course of the design development process to communicate the progress of the Coachlight Drive plans and to coordinate a public letting schedule for the project.

##### Notification with Franchise Utilities

Civil Design Advantage shall transmit construction drawings to known franchise utility companies that may be effected by the project notifying them of the upcoming construction.

##### Topographic Survey

Civil Design Advantage (CDA) has previously surveyed the project corridor and completed construction drawings. CDA plans to utilize this previously completed topographic survey for the re-packaged drawings. We may need to obtain additional topographic survey to support a Coachlight only set of construction drawings.

##### Construction Drawings

Civil Design Advantage has previously completed construction drawings for the South 88<sup>th</sup> Street and Coachlight Drive project. Project is generally on South 88<sup>th</sup> Street (from just south of Coachlight Drive northerly to the existing pavement terminus) and on Coachlight Drive (from just west of South 91<sup>st</sup> Street to South 88<sup>th</sup> Street). No design changes are anticipated. The client wishes to move forward with construction Coachlight Drive and the intersection of South 88<sup>th</sup> Street only. This will require re-packaging of the plans for Coachlight Drive and the intersection of South 88<sup>th</sup> Street only with an anticipated public letting for the project. Civil Design Advantage will modify existing plans with the addition of a Survey Reference Sheet. All improvements not to be completed under the City's project will be called out by others. Quantities will be re-tabulated for the City's project of Coachlight Drive only. No other plan modifications are anticipated.

CDA will reference the Statewide Urban Design and Specifications (SUDAS) or WDM Specifications for all construction work.

##### Storm Water Pollution Prevention Plan (SWPPP)

Civil Design Advantage shall prepare an initial Storm Water Pollution Prevention Plan (SWPPP) for the project plans. CDA shall acquire an NPDES permit and supply the client/contractor with



the initial SWPPP booklet. CDA shall not be responsible for obtaining certification statements from contractors or keeping the SWPPP updated throughout the construction process.

#### Engineer's Opinion of Construction Cost

CDA shall prepare an engineer's estimate of construction cost based on the plan prepared and bid quantities tabulated for the project. A final engineer's estimate shall be transmitted to the City with the final plans.

#### Project Manual Preparation

Civil Design Advantage shall utilize the City of West Des Moines standard front end contract documents and adapt them to the Coachlight Drive project. We assume the City of WDM will provide the most recent front end contract documents in word format to CDA.

#### Permitting

The project will include the paving and storm sewer improvements for the Coachlight Drive corridor. We do not anticipate the need to prepare any Iowa DNR Waste Water or Water Supply Permits.

#### Bidding Services

Civil Design Advantage shall handle bidding services for the project including transmitting a project notice to selected contractors, maintaining a plan-holders list, issuance of any addenda (if needed) and attending the bid opening for the project.

#### Pre-construction Conference

At least one Civil Design Advantage representative shall attend the pre-construction conference with the City, contractor, effected utility companies and other interested parties.

## **II. CONSTRUCTION PHASE SERVICES**

### Construction Observation

Construction Observation is not included within the CDA scope of services.

### Shop Drawing Review

Civil Design Advantage shall review shop drawings and other submissions of the contractor for general compliance with the construction contract for the project.

### Construction Administration

Civil Design Advantage shall make periodic visits to the site to observe, as an experienced and qualified design professional, the progress and quality of executed work, and to determine if the work is proceeding in accordance with the contract documents. CDA shall notify the City of any work which does not comply with the contract documents, make recommendations to the City for correction of the non-conforming work, and at the City's request, that those recommendations are implemented by the contractor. CDA shall conduct weekly construction meetings to determine progress on the project and attempt to resolve any construction related issues that may arise. CDA shall prepare and make recommendations on change orders and claims of the contractor for extra time and/or compensation. CDA shall also prepare and approve progress schedules, pay estimates, final quantities and the final payment to the contractor. CDA shall conduct a walk-thru to determine if the project is substantially complete, prepare a punch list of incomplete items for the contractor, determine if the punch list items have been resolved and if final acceptance of the project can be recommended to the City along with the approval of the final payment to the contractor.

### As-built Survey

Once construction is complete, CDA shall mobilize to the project corridor to complete an as-built survey of the project. As-built survey shall include survey of visible, accessible storm sewer structures along the project corridor. As-built flowline information shall be added to the design plan and profile sheets and provided to the City.

## **Additional Services**

The following is a list of services not included in the current scope of services or compensation. This list is provided to further define the agreement scope. The list includes, but is not limited to:

- Environmental Services of any kind
- Boundary Survey
- Wetland Services
- Revisions/updates to initial Storm Water Pollution Prevention Plan (SWPPP)
- Traffic Signal Design
- Right-of-way Services (assume all right-of-way/easements are in place)
- Submittal/Permitting/Licensing Fees
- Subdivision Platting
- Site Plan Preparation
- Traffic Studies
- Structural Engineering
- Sanitary Sewer Design
- Technical Specification Preparation (Refer to SUDAS or WDM Spec.)
- Franchise Utility Design
- Condemnation Proceedings
- Purchase price of acquired right-of-way/easements (assumed paid by Others)
- Color Renderings
- Re-establishment of property pins/Courthouse Research
- Geotechnical Engineering
- Pavement Determination
- Public Meetings

## ATTACHMENT 2

### PROJECT SCHEDULE

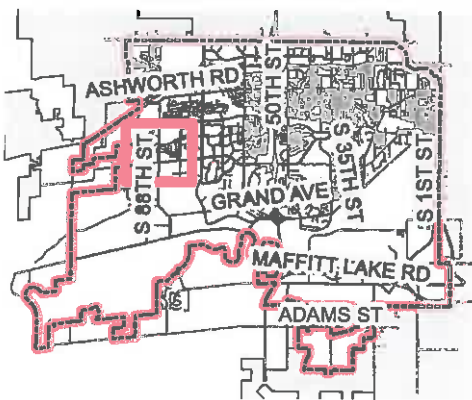
Civil Design Advantage is prepared to start work on this immediately upon notice to proceed.

**ATTACHMENT 3**  
**Standard Fee Schedule**  
**2015-2016**  
**Civil Design Advantage, LLC**

<u>Classification</u>	<u>Billing Rate</u>	<u>Unit</u>
Principal / Senior Engineer	\$157 /	hour
Principal / Senior Land Surveyor	\$157 /	hour
Senior Engineer	\$148 /	hour
Engineer 8	\$142 /	hour
Engineer 7	\$132 /	hour
Engineer 6	\$122 /	hour
Engineer 5	\$113 /	hour
Engineer 4	\$103 /	hour
Engineer 3	\$93 /	hour
Engineer 2	\$84 /	hour
Engineer 1	\$75 /	hour
Senior Technician	\$114 /	hour
Technician 8	\$105 /	hour
Technician 7	\$100 /	hour
Technician 6	\$90 /	hour
Technician 5	\$83 /	hour
Technician 4	\$74 /	hour
Technician 3	\$65 /	hour
Technician 2	\$58 /	hour
Technician 1	\$48 /	hour
Project Manager 8	\$133 /	hour
Project Manager 7	\$124 /	hour
Project Manager 6	\$119 /	hour
Project Manager 5	\$115 /	hour
Project Manager 4	\$106 /	hour
Administrative 3	\$70 /	hour
Administrative 2	\$52 /	hour
Administrative 1	\$40 /	hour
Mileage	Current IRS Rate /	mile
Plots (Black & White)	\$1.35 /	sheet
Plots (Color)	\$30 /	sheet
Mylar Plots	\$15 /	sheet
Copies (Black & White)	\$0.10 /	page
Copies (Color)	\$0.75 /	page



**VICINITY MAP**



**LEGEND**

**PROJECT LOCATION** ———



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

PROJECT:	<b>COACHLIGHT DRIVE IMPROVEMENTS</b>	
	<b>S. 88TH ST - S. 91ST ST</b>	
	Project No. 0510-024-2008	
LOCATION:	<b>EXHIBIT "A"</b>	
DRAWN BY:	ERP	DATE: 5/5/2016
		SHT. 1 OF 1

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

**4(n)2**

**ITEM:**

**DATE: May 16, 2016**

Resolution - Approving Professional Services Agreement  
139 6<sup>th</sup> Street ITS Remodel  
OPN Architects, Inc.

**FINANCIAL IMPACT:**

The cost of the Professional Services Agreement associated with the design of this project is anticipated not to exceed \$10,565.00 for basic services. Costs for these services can be paid from budgeted account number 6576.75.840.6.7920 (Parks Maintenance Facility Roof Replacement – project has been put on hold).

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

**BACKGROUND:**

In the City's efforts to deliver services to our growing population as efficiently and effectively as possible, engineering staff will be moving from Public Works to the newly created Engineering Services Department in City Hall. To allow for that transition, the Information Technology Services (ITS) department will be moving out of City Hall to the currently unfinished space at 139 6<sup>th</sup> Street (Human Services). Approval of this action authorizes OPN Architects, Inc. to evaluate the available space at 139 6<sup>th</sup> Street and provide design recommendations and cost estimates for interior changes to accommodate the ITS department. The required improvements and projected construction costs will be brought forward for Council consideration. Continuation of the professional services through bidding and construction phase services will be provided in a separate contract should the decision be to proceed with the project.

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

This item was not forwarded to a Council subcommittee for review.

**OUTSTANDING ISSUES:** None

**RECOMMENDATION:**

City Council Adopt:  
- Resolution Approving Professional Services Agreement.

**Lead Staff Member: Tom Hadden, City Manager**

**STAFF REVIEWS**

Department Director	Tom Hadden, City Manager
Finance	Tim Stiles, Finance Director
Legal	Richard Scieszinski, City Attorney
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 Approving Professional Services Agreement**

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

**139 6<sup>th</sup> Street ITS Remodel  
Project No. 0510-036-2016**

and,

**WHEREAS**, to complete said project Building Evaluation, Design, and Estimate of Cost; and,

**WHEREAS**, the City Manager's Office has recommended Building Evaluation, Design, and Estimate of Cost be prepared by OPN Architects, Inc., and,

**WHEREAS**, the City Manager's Office has obtained a written proposal from OPN Architects, Inc., to do the work requested, which estimates the following cost to the City of West Des Moines;

<b>Basic Professional Services</b>	<b>\$10,565.00</b>
------------------------------------	--------------------

therefore,

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA**, that OPN Architects, Inc., is hereby directed to prepare Building Evaluation, Design, and Estimate of Cost for the above named public improvement project.

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

**PASSED AND APPROVED** this 16th day of May, 2016.

---

Steven K. Gaer, Mayor

ATTEST:

---

Ryan T. Jacobson  
City Clerk



## AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

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 OPN Architects, Inc., (Fed. I.D. # 42-1043334), 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      \$10,565.00

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

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

### 4. INSURANCE

A. Consultant understands and agrees that Consultant shall have no right of coverage under any and all existing or future City comprehensive, self or personal injury policies. Consultant shall provide insurance coverage for and on behalf of Consultant that will sufficiently protect Consultant or Consultant'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: OPN Architects, Inc.  
Attn: Rick Seely, AIA  
Address: 100 Court Avenue, Suite 100  
City, State: Des Moines, IA 50309  
Billing Address: 200 Fifth Street, Suite 201  
Cedar Rapids, Iowa 52401

## 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.

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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.

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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

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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.

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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.

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#### 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:

  
Rick Seely, Principal

CITY OF WEST DES MOINES

BY:

\_\_\_\_\_  
Ryan T. Jacobson, City Clerk

# ATTACHMENT 1

## SCOPE OF SERVICES

### **Professional Services – Information Technology Services Remodel of 139 6<sup>th</sup> Street**

#### **Pre Design Services**

- Prepare a Program and establish the Design Intent with the Owner, occupants and other potential users to confirm expectations and Scope of Work.

#### **Design Services**

- Prepare preliminary design solutions and meet with the Owner to review the preliminary design solutions and discuss options.
- Prepare schematic design construction cost estimate for the selected design solution.

#### **Anticipated Scope of Work shall include**

- Interior finish and build out for unused room as IT Department space
- Create open office, up to 4 private offices and 1 conference room as space allows
- Conversion of Handyman area to IT shop / service garage.
- Install phone and data jacks in Handyman area.

#### **Assumptions:**

- No preliminary budget has been provided by city representatives. Fees for services represent the time necessary to address a project of this size and scope.
- To evaluate the existing building conditions limited destructive demolition may be necessary. All areas necessary to the evaluation are assumed to be visible or accessible.
- If access to roof and exterior areas above grade is deemed necessary for observations, access is assumed to be by lift and will be provided by others.
- No material testing is anticipated. If suspicious materials are found during observations hazardous material sampling services will be provided by the City's independent consultant. Abatement services are to be provided by the City if required.
- Mechanical, Plumbing, Electrical, Telecom, and Fire Protection Systems engineering are included in the fee. OPN anticipates that the MEP engineering will be provided by KJWW Engineering.
- Design of pathways for data, telecommunications and AV are included in fee. All systems equipment design, selection and installation is assumed to be by others.
- Structural Engineering Services are deemed unnecessary based on the limited Scope of Work anticipated. If necessary, licensed engineering services may be obtained thru OPN Architects.
- Estimates of probable cost will be prepared at 100% completion of Schematic Design documents and at 90% Construction Documents.
- Record drawings are to be prepared for the work included in this phase of the work.

## ATTACHMENT 2

### PROJECT SCHEDULE

Schedule: The OPN team is prepared to begin the design immediately  
The following suggested dates and phases comprise our preliminary schedule:

June 15	Preliminary Plans and Schematic Design pricing set
June 30	Schematic Design preliminary Construction Cost Estimate Complete
TBD	Design Development Complete
TBD	Construction Documents Prepared / 90% Cost Estimate
TBD	Owner Review of Documents
TBD	Bid Period
TBD	Award of Bid



# Attachment 3

## OPN ARCHITECTS, INC. 2016 HOURLY FEE RATE

<b>PRINCIPAL</b>	<b>\$225/HOUR</b>
<b>ASSOCIATE PRINCIPAL</b>	<b>\$150/HOUR</b>
<b>ASSOCIATE</b>	<b>\$135/HOUR</b>
<b>PROJECT ARCHITECT/PROJECT MANAGER</b>	<b>\$115/HOUR</b>
<b>ARCHITECT</b>	<b>\$95/HOUR</b>
<b>LANDSCAPE ARCHITECT</b>	<b>\$80/HOUR</b>
<b>JOB CAPTAIN</b>	<b>\$80/HOUR</b>
<b>INTERN ARCHITECT</b>	<b>\$65/HOUR</b>
<b>INTERN LANDSCAPE ARCHITECT</b>	<b>\$65/HOUR</b>
<b>SENIOR INTERIOR DESIGNER</b>	<b>\$90/HOUR</b>
<b>CONSTRUCTION ADMINISTRATOR</b>	<b>\$90/HOUR</b>
<b>REVIT DRAFTSPERSON</b>	<b>\$45/HOUR</b>
<b>INTERIOR DESIGNER (NCIDQ CERTIFIED)</b>	<b>\$75/HOUR</b>
<b>INTERIOR DESIGNER</b>	<b>\$60/HOUR</b>
<b>DIRECTORS OF BUSINESS SUPPORT</b>	<b>\$90/HOUR</b>
<b>MARKETING COORDINATOR</b>	<b>\$50/HOUR</b>
<b>ADMINISTRATIVE STAFF</b>	<b>\$50/HOUR</b>
<b>COLLEGE INTERNS</b>	<b>\$35/HOUR</b>

*These rates are subject to annual adjustment (on or about January 1) and your contract will adjust accordingly.*



## 139 6th Street Location Map

0 15 30 60 90 120  
Feet



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

**ITEM:** Setting Dates of Consultation Meeting and Public Hearing - Amendment No.1 Ashworth Corridor Urban Renewal Area - City Initiated

**DATE:** May 16, 2016

**RESOLUTION:** Establish Consultation Meeting and Public Hearing –Urban Renewal Plan – Amendment No. 1 Ashworth Corridor

**FINANCIAL IMPACT:** Not determined at this time.

**BACKGROUND:** Staff has initiated the process to amend the Ashworth Corridor Urban Renewal Plan. The Ashworth Corridor Urban Renewal Plan was originally adopted in 2009, and is now being amended by this Amendment No. 1 to add land to the Urban Renewal Area boundary; identify new urban renewal projects; update the previously identified urban renewal projects and to include the project area for the new INTL FC Stone Operations. The Area does not have a frozen base value as debt was never certified for this Urban Renewal Area.

Per the Code of Iowa, the first step in the process to create new or to amend an existing Urban Renewal Plans is for the City Council to set a date for a consultation meeting with all affected taxing entities and to set a date for a City Council public hearing on the proposed Plans. Staff is proposing the consultation meeting date be set for Tuesday, May 24, 2016, and the public hearing be set for the June 13, 2016, City Council meeting.

**OUTSTANDING ISSUES:** There are no outstanding issues regarding this proposed amendment.

**RECOMMENDATION:** Staff recommends the City Council approve a resolution setting May 24, 2016, as the date for consultation meetings for the Amendment No. 1 Ashworth Corridor Urban Renewal Plan; setting June 13, 2016, as the public hearing date for the Amendment No. 1 Ashworth Corridor Urban Renewal Plan.

Lead Staff Member: Clyde Evans

**STAFF REVIEWS**

Department Director	Clyde Evans, Community and Economic Development Department	<i>CEE</i>
Appropriations/Finance		
Legal	<i>RTJ</i>	
Agenda Acceptance		

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

Published In	NA
Date(s) Published	NA
Letter sent to surrounding property owners	NA

**SUBCOMMITTEE REVIEW (if applicable)**

Committee	F&A		
Date Reviewed	2/17/16		
Recommendation	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Split <input type="checkbox"/>

**ATTACHMENTS:**

- Attachment I - Resolution
- Exhibit I - Proposed Ashworth Corridor Urban Renewal Plan Amendment #1

RESOLUTION NO. \_\_\_\_\_

RESOLUTION SETTING DATES OF A CONSULTATION  
AND A PUBLIC HEARING ON A PROPOSED AMENDMENT  
NO. 1 TO THE ASHWORTH CORRIDOR URBAN RENEWAL  
PLAN IN THE CITY OF WEST DES MOINES, STATE OF  
IOWA

WHEREAS, by Resolution No. 09-11-02-10, adopted November 2, 2009, this Council found and determined that certain areas located within the City are eligible and should be designated as an urban renewal area under Iowa law, and approved and adopted the Ashworth Corridor Urban Renewal Plan (the "Plan" or "Urban Renewal Plan") for the Ashworth Corridor Urban Renewal Area (the "Area" or "Urban Renewal Area") described therein, which Plan is on file in the office of the Recorder of Dallas County; and

WHEREAS, this Urban Renewal Area currently includes and consists of:

A TRACT OF LAND IN SECTIONS 2, 3, 10 AND 11, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN, WEST DES MOINES, DALLAS COUNTY, IOWA, IS INCLUDED IN THE ASHWORTH CORRIDOR URBAN RENEWAL AREA, THIS TRACT OF LAND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 11, TOWNSHIP 78 NORTH, RANGE 26 EAST OF THE FIFTH PRINCIPAL MERIDIAN, SAID POINT BEING IN THE INTERSECTION OF JORDAN CREEK PARKWAY AND ASHWORTH ROAD, BOTH OFFICIAL CITY STREETS;

THENCE WEST, TO THE WEST RIGHT-OF-WAY LINE OF SAID JORDAN CREEK PARKWAY EXTENDED, SAID POINT BEING THE POINT OF BEGINNING;

THENCE SOUTH, ALONG THE WEST RIGHT-OF-WAY LINE EXTENDED AND THE WEST RIGHT OF WAY LINE OF SAID JORDAN CREEK PARKWAY, TO THE NORTH LINE OF BARTLETT FARMS PLAT 1, AN OFFICIAL SUBDIVISION NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA;

THENCE WEST, ALONG THE NORTH LINE OF SAID BARTLETT FARMS PLAT 1, TO THE NORTHEAST CORNER OF BARTLETT FARMS PLAT 2, AN OFFICIAL SUBDIVISION NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA;

THENCE WEST, ALONG THE NORTH LINE OF SAID BARTLETT FARMS PLAT 2, TO THE NORTHEAST CORNER OF BARTLETT FARMS PLAT 5, AN OFFICIAL

SUBDIVISION NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA;

THENCE WEST, ALONG THE NORTH LINE OF SAID BARTLETT FARMS PLAT 5, TO THE NORTHEAST CORNER OF BARTLETT FARMS PLAT 7, AN OFFICIAL SUBDIVISION NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA;

THENCE WEST, ALONG THE NORTH LINE OF SAID BARTLETT FARMS PLAT 7, TO THE NORTHWEST CORNER OF SAID BARTLETT FARMS PLAT 7;

THENCE SOUTH, ALONG THE WEST LINE OF SAID BARTLETT FARMS PLAT 7, TO THE NORTHEAST CORNER OF HERITAGE HILLS PLAT 4, AN OFFICIAL SUBDIVISION NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA;

THENCE WEST, ALONG THE NORTH LINE OF SAID HERITAGE HILLS PLAT 4, WITH SAID LINE BEING THE SOUTH LINE OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN, TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF NORTHEAST QUARTER OF SAID SECTION 10, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN;

THENCE SOUTH, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 10, A DISTANCE OF 350 FEET;

THENCE WEST, ALONG A LINE 350 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 10, A DISTANCE OF 1,245 FEET;

THENCE NORTH, ALONG A LINE 1,245 FEET WEST OF AND PARALLEL TO THE EAST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 10, A DISTANCE OF 350 FEET, TO THE SOUTH LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 10;

THENCE WEST, ALONG THE SOUTH LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 10, TO THE EAST LINE OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 10:

THENCE WEST, ALONG THE SOUTH LINE OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 10, TO THE NORTHERLY RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY NUMBER 80;

THENCE NORTHEASTERLY, ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID INTERSTATE HIGHWAY NUMBER 80, TO THE SOUTHERLY RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD;

THENCE SOUTHEASTERLY, ALONG THE SOUTHERN RIGHT-OF-WAY LINE OF SAID UNION PACIFIC RAILROAD RIGHT-OF-WAY, TO THE WEST RIGHT-OF-WAY OF SAID JORDAN CREEK PARKWAY;

THENCE SOUTH, ALONG THE WEST RIGHT-OF-WAY AND WEST RIGHT-OF-WAY EXTENDED OF SAID JORDAN CREEK PARKWAY, TO THE POINT OF BEGINNING.

WHEREAS, City staff has caused there to be prepared a form of Amendment No. 1 to the Plan ("Amendment No. 1" or "Amendment"), a copy of which has been placed on file for public inspection in the office of the City Clerk and which is incorporated herein by reference, the purpose of which is to add land to the Urban Renewal Area, remove the voluntary expiration date, and add/confirm eligible urban renewal projects; and

WHEREAS, it is desirable that the area be redeveloped as part of the overall redevelopment covered by the Plan, as amended; and

WHEREAS, this proposed Amendment No. 1 to the Urban Renewal Plan adds land, as follows:

TWO TRACTS OF LAND IN SECTIONS 1, 2, 3, 10 AND 12, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN, WEST DES MOINES, DALLAS COUNTY, IOWA ARE INCLUDED IN THE ASHWORTH CORRIDOR URBAN RENEWAL AMENDED AREA, THESE TRACTS OF LAND ARE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACT 1

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 2, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN, SAID POINT BEING THE INTERSECTION OF JORDAN CREEK PARKWAY AND ASHWORTH ROAD, BOTH OFFICIAL CITY STREETS;  
THENCE NORTH, ALONG THE EAST LINE OF SAID SECTION 2, TO THE SOUTH RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD, SAID POINT BEING THE POINT OF BEGINNING;  
THENCE NORTHWESTERLY, ALONG THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID UNION PACIFIC RAILROAD, TO THE SOUTHERLY RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY NUMBER 80;

THENCE NORTHEASTERLY, ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID INTERSTATE HIGHWAY NUMBER 80, TO THE WEST LINE OF SECTION 1, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN;

THENCE NORTHEASTERLY AND EASTERLY, ALONG THE SOUTHERN RIGHT-OF-WAY LINE OF SAID INTERSTATE HIGHWAY NUMBER 80, TO THE NORTHEAST CORNER OF LOT 7, REPLAT OF LOTS 1, 2, 3, 4 AND 5 COUNTRY CLUB OFFICE PLAZA, AN OFFICIAL SUBDIVISION NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA;

THENCE SOUTH, ALONG THE EAST LINE OF SAID LOT 7, OF SAID REPLAT OF LOTS 1, 2, 3, 4 AND 5 COUNTRY CLUB OFFICE PLAZA, TO THE SOUTHEAST CORNER OF SAID LOT 7, SAID POINT BEING THE NORTHEAST CORNER OF LOT A, COUNTRY CLUB OFFICE PLAZA, AN OFFICIAL SUBDIVISION NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA;

THENCE SOUTH, ALONG THE EAST LINE OF SAID COUNTRY CLUB OFFICE PLAZA, TO THE SOUTHEAST CORNER OF SAID COUNTRY CLUB OFFICE PLAZA;

THENCE WEST, ALONG THE SOUTH LINE OF SAID COUNTRY CLUB OFFICE PLAZA, TO THE NORTHEAST CORNER OF LOT 1, CHRIST'S CHURCH SUBDIVISION, AN OFFICIAL SUBDIVISION NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA;

THENCE SOUTH, ALONG THE EAST LINE OF SAID LOT 1, OF SAID CHRIST'S CHURCH SUBDIVISION, TO THE NORTH RIGHT-OF-WAY LINE OF ASHWORTH ROAD;

THENCE WEST, ALONG THE NORTH RIGHT-OF-LINE OF ASHWORTH ROAD, TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD;

THENCE NORTHWESTERLY, ALONG THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID UNION PACIFIC RAILROAD, TO THE POINT OF BEGINNING.

TRACT 2

BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN, SAID POINT BEING THE INTERSECTION OF 98TH STREET AND ASHWORTH ROAD, BOTH OFFICIAL CITY STREETS;

THENCE NORTH, ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 3, TO THE NORTH RIGHT-OF-WAY LINE EXTENDED OF ASHWORTH ROAD;

THENCE EAST, ALONG THE NORTH RIGHT-OF-LINE RIGHT-OF-WAY LINE EXTENDED AND THE NORTH RIGHT-OF-WAY LINE OF ASHWORTH ROAD, TO THE NORTHWESTERLY RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY NUMBER 80;

THENCE SOUTHWESTERLY, ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID INTERSTATE HIGHWAY NUMBER 80, TO THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN;

THENCE NORTH, ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 10, TO THE SOUTH LINE OF SECTION 3, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN;  
THENCE WEST, ALONG THE SOUTH LINE OF SAID SECTION 3, TO THE POINT OF BEGINNING.

WHEREAS, the Iowa statutes require the City Council to notify all affected taxing entities of the consideration being given to the proposed Amendment No. 1 to the Ashworth Corridor Urban Renewal Plan and to hold a consultation with such taxing entities with respect thereto, and further provides that the designated representative of each affected taxing entity may attend the consultation and make written recommendations for modifications to the proposed division of revenue included as a part thereof, to which the City shall submit written responses as provided in Section 403.5, as amended; and

WHEREAS, the Iowa statutes further require the City Council to hold a public hearing on the proposed Amendment No. 1 to the Ashworth Corridor Urban Renewal Plan subsequent to notice thereof by publication in a newspaper having general circulation within the City, which notice shall describe the time, date, place and purpose of the hearing, shall generally identify the urban renewal area covered by the Amendment and shall outline the general scope of the urban renewal project under consideration, with a copy of the notice also being mailed to each affected taxing entity.

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

Section 1. That the consultation on the proposed Amendment No. 1 to the Ashworth Corridor Urban Renewal Plan required by Section 403.5(2) of the Code of Iowa, as amended, shall be held on the 24th day of May, 2016, in the Training Room, City Hall, 4200 Mills Civic Parkway, West Des Moines, Iowa, at 10:30 A.M., and the Director of Community and Economic Development, or his delegate, is hereby appointed to serve as the designated representative of the City for purposes of conducting the consultation, receiving any recommendations that may be made with respect thereto and responding to the same in accordance with Section 403.5(2).

Section 2. That the City Clerk is authorized and directed to cause a notice of such consultation to be sent by regular mail to all affected taxing entities, as defined in Section 403.17(1), along with a copy of this Resolution and the proposed Amendment No. 1 to the Ashworth Corridor Urban Renewal Plan, the notice to be in substantially the following form:



NOTICE OF A CONSULTATION TO BE HELD BETWEEN  
THE CITY OF WEST DES MOINES, STATE OF IOWA AND  
ALL AFFECTED TAXING ENTITIES CONCERNING THE  
PROPOSED AMENDMENT NO. 1 TO THE ASHWORTH  
CORRIDOR URBAN RENEWAL PLAN FOR THE CITY OF  
WEST DES MOINES, STATE OF IOWA

The City of West Des Moines, State of Iowa will hold a consultation with all affected taxing entities, as defined in Section 403.17(1) of the Code of Iowa, as amended, commencing at 10:30 A.M. on May 24, 2016, in the Training Room, City Hall, 4200 Mills Civic Parkway, West Des Moines, Iowa concerning a proposed Amendment No. 1 to the Ashworth Corridor Urban Renewal Plan, a copy of which is attached hereto.

Each affected taxing entity may appoint a representative to attend the consultation. The consultation may include a discussion of the estimated growth in valuation of taxable property included in the proposed Urban Renewal Area, the fiscal impact of the division of revenue on the affected taxing entities, the estimated impact on the provision of services by each of the affected taxing entities in the proposed Urban Renewal Area, and the duration of any bond issuance included in the Amendment.

The designated representative of any affected taxing entity may make written recommendations for modifications to the proposed division of revenue no later than seven days following the date of the consultation. The Director of Community and Economic Development, or his delegate, as the designated representative of the City of West Des Moines, State of Iowa, shall submit a written response to the affected taxing entity, no later than seven days prior to the public hearing on the proposed Amendment No. 1 to the Ashworth Corridor Urban Renewal Plan, addressing any recommendations made by that entity for modification to the proposed division of revenue.

This notice is given by order of the City Council of the City of West Des Moines, State of Iowa, as provided by Section 403.5 of the Code of Iowa, as amended.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

---

City Clerk, City of West Des Moines, State of  
Iowa

(End of Notice)

Section 3. That a public hearing shall be held on the proposed Amendment No. 1 to the Ashworth Corridor Urban Renewal Plan before the City Council at its meeting which commences at 5:30 P.M. on June 13, 2016, in the Council Chambers, City Hall, 4200 Mills Civic Parkway, West Des Moines, Iowa.

Section 4. That the City Clerk is authorized and directed to publish notice of this public hearing in the Des Moines Register, once on a date not less than four (4) nor more than twenty (20) days before the date of the public hearing, and to mail a copy of the notice by ordinary mail to each affected taxing entity, such notice in each case to be in substantially the following form:

(One publication required)

NOTICE OF PUBLIC HEARING TO CONSIDER APPROVAL  
OF A PROPOSED AMENDMENT NO. 1 TO THE ASHWORTH  
CORRIDOR URBAN RENEWAL PLAN FOR AN URBAN  
RENEWAL AREA IN THE CITY OF WEST DES MOINES,  
STATE OF IOWA

The City Council of the City of West Des Moines, State of Iowa, will hold a public hearing before itself at its meeting which commences at 5:30 P.M. on June 13, 2016 in the Council Chambers, City Hall, 4200 Mills Civic Parkway, West Des Moines, Iowa, to consider adoption of a proposed Amendment No. 1 to the Ashworth Corridor Urban Renewal Plan (the "Amendment") concerning an Urban Renewal Area in the City of West Des Moines, State of Iowa, including the following area:

TWO TRACTS OF LAND IN SECTIONS 1, 2, 3, 10 AND 12, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN, WEST DES MOINES, DALLAS COUNTY, IOWA ARE INCLUDED IN THE ASHWORTH CORRIDOR URBAN RENEWAL AMENDED AREA, THESE TRACTS OF LAND ARE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACT 1

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 2, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN, SAID POINT BEING THE INTERSECTION OF JORDAN CREEK PARKWAY AND ASHWORTH ROAD, BOTH OFFICIAL CITY STREETS;  
THENCE NORTH, ALONG THE EAST LINE OF SAID SECTION 2, TO THE SOUTH RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD, SAID POINT BEING THE POINT OF BEGINNING;  
THENCE NORTHWESTERLY, ALONG THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID UNION PACIFIC RAILROAD, TO THE SOUTHERLY RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY NUMBER 80;  
THENCE NORTHEASTERLY, ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID INTERSTATE HIGHWAY NUMBER 80, TO THE WEST LINE OF SECTION 1, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN;  
THENCE NORTHEASTERLY AND EASTERLY, ALONG THE SOUTHERN RIGHT-OF-WAY LINE OF SAID INTERSTATE HIGHWAY NUMBER 80, TO THE NORTHEAST CORNER OF LOT 7, REPLAT OF LOTS 1, 2, 3, 4 AND 5 COUNTRY CLUB OFFICE PLAZA, AN OFFICIAL SUBDIVISION NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA;  
THENCE SOUTH, ALONG THE EAST LINE OF SAID LOT 7, OF SAID REPLAT OF LOTS 1, 2, 3, 4 AND 5 COUNTRY CLUB OFFICE PLAZA, TO THE SOUTHEAST CORNER OF SAID LOT 7, SAID POINT BEING THE NORTHEAST CORNER OF LOT A, COUNTRY CLUB OFFICE PLAZA, AN OFFICIAL SUBDIVISION NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA;

THENCE SOUTH, ALONG THE EAST LINE OF SAID COUNTRY CLUB OFFICE PLAZA, TO THE SOUTHEAST CORNER OF SAID COUNTRY CLUB OFFICE PLAZA;

THENCE WEST, ALONG THE SOUTH LINE OF SAID COUNTRY CLUB OFFICE PLAZA, TO THE NORTHEAST CORNER OF LOT 1, CHRIST'S CHURCH SUBDIVISION, AN OFFICIAL SUBDIVISION NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA;

THENCE SOUTH, ALONG THE EAST LINE OF SAID LOT 1, OF SAID CHRIST'S CHURCH SUBDIVISION, TO THE NORTH RIGHT-OF-WAY LINE OF ASHWORTH ROAD;

THENCE WEST, ALONG THE NORTH RIGHT-OF-WAY LINE OF ASHWORTH ROAD, TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD;

THENCE NORTHWESTERLY, ALONG THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID UNION PACIFIC RAILROAD, TO THE POINT OF BEGINNING.

#### TRACT 2

BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN, SAID POINT BEING THE INTERSECTION OF 98TH STREET AND ASHWORTH ROAD, BOTH OFFICIAL CITY STREETS;

THENCE NORTH, ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 3, TO THE NORTH RIGHT-OF-WAY LINE EXTENDED OF ASHWORTH ROAD;

THENCE EAST, ALONG THE NORTH RIGHT-OF-WAY LINE EXTENDED AND THE NORTH RIGHT-OF-WAY LINE OF ASHWORTH ROAD, TO THE NORTHWESTERLY RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY NUMBER 80;

THENCE SOUTHWESTERLY, ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID INTERSTATE HIGHWAY NUMBER 80, TO THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN;

THENCE NORTH, ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 10, TO THE SOUTH LINE OF SECTION 3, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN;

THENCE WEST, ALONG THE SOUTH LINE OF SAID SECTION 3, TO THE POINT OF BEGINNING.

which land is to be included as part of this amended Urban Renewal Area.

A copy of the Amendment is on file for public inspection in the office of the City Clerk, City Hall, City of West Des Moines, Iowa.

The City of West Des Moines, State of Iowa is the local public agency which, if such Amendment is approved, shall undertake the urban renewal activities described in such Amendment.

The general scope of the urban renewal activities under consideration in the Amendment is to promote the growth and retention of qualified industries and businesses in the Urban

Renewal Area through various public purpose and special financing activities outlined in the Amendment. To accomplish the objectives of the Amendment, and to encourage the further economic development of the Urban Renewal Area, the Amendment provides that such special financing activities may include, but not be limited to, the making of loans or grants of public funds to private entities under Chapter 15A of the Code of Iowa. The City also may reimburse or directly undertake the installation, construction and reconstruction of substantial public improvements, including, but not limited to, street, water, sanitary sewer, storm sewer or other public improvements. The Amendment provides that the City may issue bonds or use available funds for purposes allowed by the Plan, as amended, and that tax increment reimbursement of the costs of urban renewal projects may be sought if and to the extent incurred by the City. The Amendment initially proposes specific public infrastructure or site improvements to be undertaken by the City, and provides that the Amendment may be amended from time to time.

The proposed Amendment No. 1 would add land to the Urban Renewal Area, remove the voluntary expiration date, and add/confirm eligible urban renewal projects. Other provisions of the Plan not affected by the Amendment would remain in full force and effect.

Any person or organization desiring to be heard shall be afforded an opportunity to be heard at such hearing.

This notice is given by order of the City Council of the City of West Des Moines, State of Iowa, as provided by Section 403.5 of the Code of Iowa.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

---

City Clerk, City of West Des Moines, State of  
Iowa

(End of Notice)

Section 5. That the proposed Amendment No. 1 to the Ashworth Corridor Urban Renewal Plan, attached hereto as Exhibit 1, for the proposed Urban Renewal Area described therein is hereby officially declared to be the proposed Amendment No. 1 to the Ashworth Corridor Urban Renewal Plan referred to in the notices for purposes of such consultation and hearing and that a copy of the Amendment shall be placed on file in the office of the City Clerk.

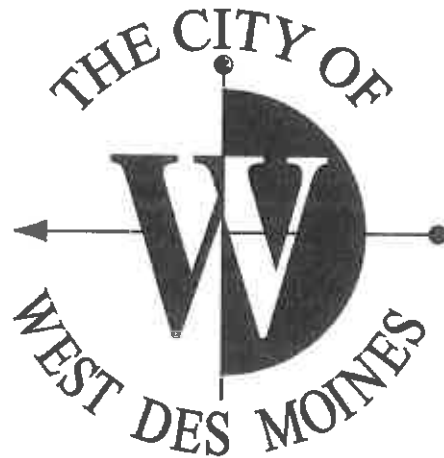
PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

*Label the Amendment as Exhibit 1 (with all exhibits) and attach it to this Resolution.*



**AMENDMENT NO. 1**

**Ashworth Corridor**

**URBAN RENEWAL PLAN**

**City of West Des Moines, Iowa**

**Original Area Adopted – 2009**

**Amendment No. 1 – 2016**

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**AMENDMENT NO. 1**  
**to**  
**ASHWORTH CORRIDOR**  
**URBAN RENEWAL PLAN**  
**CITY OF WEST DES MOINES, IOWA**

**I. INTRODUCTION**

The **Ashworth Corridor** Urban Renewal Plan ("Plan" or "Urban Renewal Plan") for the **Ashworth Corridor** Urban Renewal Area ("Area" or "Urban Renewal Area"), was originally adopted in 2009, and is now being amended by this Amendment No. 1 to add land to the Urban Renewal Area, remove the voluntary expiration date, and add/confirm eligible urban renewal projects. As of the date of this Amendment No. 1, the original Urban Renewal Area does not have a frozen base value as debt has not yet been certified for the Area.

Except as modified by this Amendment, the provisions of the original Ashworth Corridor Urban Renewal Plan are hereby ratified, confirmed, and approved and shall remain in full force and effect as provided herein. In case of any conflict or uncertainty, the terms of this Amendment shall control. Any subsections in the original Plan not mentioned in this Amendment shall continue to apply to the Plan, as amended.

**II. DESCRIPTION OF AREA**

The legal description of the property being added to the Urban Renewal Area by Amendment No. 1 ("Amendment No. 1 Area") is attached hereto as Exhibit "A." A map of the entire Urban Renewal Area, as amended, is attached hereto as Exhibit "B."

**III. AREA DESIGNATION**

The City continues to designate the Urban Renewal Area, as amended, as an economic development area that is appropriate for the promotion of new commercial and/or industrial development.

**IV. PLAN OBJECTIVES**

Generally, the objectives of this Plan are to provide opportunities, incentives, and sites for new and expanded commercial and industrial development. In addition to the objectives set forth in the original Plan, more specific objectives include:

1. To achieve a diversified, well-balanced economy providing a desirable standard of living, creating job opportunities, and strengthening the tax base.
2. To plan for and provide sufficient land for commercial and industrial development in a manner that is efficient from the standpoint of providing municipal services.

3. To provide for the installation of public works and facilities including, but not limited to, water, sanitary sewer and other public improvements, which contribute to the revitalization of the area and to the sound development of the entire City.
4. To encourage commercial and industrial growth and expansion through governmental policies which make it economically feasible to do business.
5. To stimulate, through public action and commitment, private investment in new and existing commercial and/or industrial development.

**V. DESCRIPTION OF THE URBAN RENEWAL ACTIVITIES**

To meet the objectives of this Urban Renewal Plan, as amended, and to encourage orderly development of the Area, the City intends to utilize the powers conferred under Chapter 403 and Chapter 15A, Code of Iowa. General development activities in the Urban Renewal Area may include:

1. To undertake and carry out urban renewal projects through the execution of contracts and other instruments.
2. To arrange for or cause to be provided the construction or repair of public infrastructure including but not limited to streets, curb and gutter, street lighting, water, sanitary sewer, traffic signalization, public utilities or other facilities in connection with urban renewal projects.
3. To make loans, forgivable loans, grants, tax rebate payments or other types of economic development grants or incentives to private persons, local development organizations, or businesses for economic development purposes on such terms as may be determined by the City Council.
5. To borrow money and to provide security therefor.
6. To acquire or dispose of property.
7. To provide for the construction of specific site improvements such as grading and site preparation activities, access roads and parking, fencing, utility connections, and related activities.
8. To acquire property through a variety of means (purchase, lease, option, etc.) and to hold, clear, or prepare the property for redevelopment.
9. To undertake the demolition and clearance of existing development.
10. To make or have made surveys and plans necessary for the implementation of the Urban Renewal Plan or specific urban renewal projects.

11. To use any or all other powers granted by the Urban Renewal Act to develop and provide for improved economic conditions for the City.

Nothing herein shall be construed as a limitation on the power of the City to exercise any lawful power granted to the City under Chapter 15, Chapter 15A, Chapter 403, Chapter 427B, or any other provision of the Code of Iowa in furtherance of the objectives of this Urban Renewal Plan.

**VI. PREVIOUSLY APPROVED URBAN RENEWAL PROJECTS**

Numerous urban renewal projects were authorized prior to the date of this Amendment; and are continuing. Such projects are listed in the original Plan, including Exhibit C thereto.

**VII. ELIGIBLE URBAN RENEWAL PROJECT(S)**

Although certain project activities may occur over a period of years, in addition to the projects previously proposed in the Plan, the Eligible Urban Renewal Projects under this Amendment No. 1 include:

**A. Public Improvements:**

<b>Project</b>	<b>Estimated Project Date</b>	<b>Not to exceed</b>
Ashworth Road – Jordan Creek Parkway to 81 <sup>st</sup> Street	2015-2016	3,500,000
Ashworth Road – 81 <sup>st</sup> Street to 88 <sup>th</sup> Street	2016-2017	4,500,000
Ashworth Road – 88 <sup>th</sup> Street to West of I-80	2017-2018	2,700,000
Ashworth Road I-80 Bridge and approaches	2017-2018	3,500,000
Ashworth Road – West of I-80 to 98 <sup>th</sup> Street	2018-2019	3,500,000
88 <sup>th</sup> Street – Ashworth Road to 825 <sup>th</sup> South	TBD – Based on development needs & traffic levels	1,500,000
Wendover Road – Ashworth Road to Wendover Lane	TBD – Based on development needs & traffic levels	2,200,000
Traffic Signal – Ashworth Road & 81 <sup>st</sup> Street	TBD – Based on development needs & traffic levels	450,000
Traffic Signal – Ashworth Road & 88 <sup>th</sup> Street	TBD – Based on development needs & traffic levels	450,000
Traffic Signal – Ashworth Road & 92 <sup>nd</sup> Street	TBD – Based on development needs & traffic levels	450,000
Traffic Signal – Ashworth Road & 76 <sup>th</sup> Street	TBD – Based on development needs & traffic levels	450,000
Traffic Signal – Ashworth Road & 84 <sup>th</sup> Street	TBD – Based on development needs & traffic levels	450,000
Traffic Signal – Ashworth Road & 98 <sup>th</sup> Street	TBD – Based on development needs & traffic levels	450,000
Fiber Interconnect – Jordan Creek Parkway to 81 <sup>st</sup> Street	TBD – Based on development needs & traffic levels	350,000
Fiber Interconnect – 81 <sup>st</sup> Street to 88 <sup>th</sup> Street	TBD – Based on development needs & traffic levels	200,000
Fiber Interconnect – 88 <sup>th</sup> Street to West of I-80	TBD – Based on development needs & traffic levels	230,000
Fiber Interconnect – West of I-80 to 98 <sup>th</sup> Street	TBD – Based on development needs & traffic levels	180,000
Trail – Jordan Creek Parkway to 81 <sup>st</sup> Street	2015-2016	Included in Ashworth Road Cost
Trail – 81 <sup>st</sup> Street to 88 <sup>th</sup> Street	2016-2017	Included in Ashworth Road Cost
Trail – 88 <sup>th</sup> Street to West of I-80	2017-2018	Included in Ashworth Road Cost
Trail – West of I-80 to 98 <sup>th</sup> Street	2018-2019	Included in Ashworth Road Cost

### **Roads**

The improvements to Ashworth Road and to 88<sup>th</sup> Street are necessary in order to provide adequate public access to the proposed commercial developments along the two listed streets. Presently Ashworth Road is a former 2-lane farm to market road with open ditches along it. Based upon the condition of the road and the amount of traffic that it currently carries and is projected to carry it needs to be upgraded to a five-lane facility. If this widening and reconstruction does not occur, it will be a hindrance to the commercial development of the area and significantly retard commercial growth along the Ashworth Road Corridor.

As with Ashworth Road, 88<sup>th</sup> Street is an unpaved road with open ditches along it. It serves as the eastern connecting roadway to the future development in the Grand Prairie Parkway Interchange area. Like Ashworth Road, 88<sup>th</sup> Street needs to be paved and upgraded in order not to inhibit the commercial growth of the area. The projects will include storm sewer, curb and gutter, and grading of the ultimate 120 foot right-of-way. The work was divided into 5 separate projects to maintain a reasonable project size for local contractors and maintenance of access for the property owners adjacent to Ashworth.

### **Traffic Signals**

With the pending improvements and widening of Ashworth Road and 88<sup>th</sup> Street, it will very important to be able to maintain traffic flows not only along Ashworth and 88<sup>th</sup>, but also to be able to allow the ease of movement into and out of the commercial developments along both streets. If traffic signalization does not occur at the identified intersections, the adjoining parcels will not develop or the development that does occur will not be able to maximize the potential of the sites. This project consists of all design, engineering, site preparation, and construction costs associated with the traffic signals.

### **Fiber Interconnect**

Fiber optic connectivity has become as important to the commercial development of an area as water, streets and sewer infrastructure. In the case of the projects listed in this plan, fiber interconnection is important to facilitate the regulation of traffic down Ashworth Road and 88<sup>th</sup> Street. Without proper interconnectivity of the traffic signals there would be disruption to the orderly flow of traffic and a reduction in the carrying capacity of the streets. This would be an impediment to the growth of the area.

### **Trails**

The City has a great deal of interest in accommodating all modes of transportation, particularly for work trips. Therefore, it is very important to the City to provide connectivity into and thru this area as part of the City's overall trail network. By not having trails in the project area we are limiting people's choices of transportation for work trips. In addition to trips to and from work there is also the quality of life factors that having a good trail system brings to the vitality of a community. Not having trails in the area will affect the desirability of the area for development, and thus reduce the potential of the area.

**B. Development Agreements:**

- 1) Economic development incentive for a business in West Des Moines. Newport Building, LLC, a company affiliated with R&R Development, plans to construct an office building of approximately 75,000 square feet. Of that total, INTL FCStone Inc. will occupy approximately 25,000 square feet, and create 50 new jobs which qualify for financial assistance under the High Quality Job Program from the Iowa Economic Development Authority. In order to be eligible for these funds, the City is required to provide a local match. The local incentive to INTL FCStone Inc. is expected to be in the form of an incremental property tax rebate provided pursuant to a detailed Development Agreement among the City, Newport Building, LLC, and INTL FCStone Inc. The costs of such a Development Agreement to be funded by tax increment will not exceed \$745,776. Actual expense could change due to a variety of factors, including but not limited to changes in tax levies or rates, changes in tax laws, changes in assessed values, and other factors.
- 2) *Future Development Agreements:* The City expects to consider requests for other Development Agreements for projects that are consistent with this Plan, in the City's sole discretion. Such Agreements are unknown at this time, but based on past history, and dependent on development opportunities and climate, the City expects to consider a broad range of incentives as authorized by this Plan, including but not limited to land, loans, grants, tax rebates, infrastructure assistance and other incentives. The costs of such Development Agreements will not exceed \$2,000,000.

**C. Planning, engineering fees (for urban renewal plans), attorney fees, other related costs to support urban renewal projects and planning not to exceed \$200,000.**

**VIII. CITY INDEBTEDNESS**

A specific amount of debt to be incurred for the Eligible Urban Renewal Projects (Amendment No.1) has not yet been determined. This document is for planning purposes only. The estimated project costs in this Amendment are estimates only and will be incurred and spent over a number of years. In no event will the City's constitutional debt limit be exceeded. The City Council will consider each project proposal on a case-by-case basis to determine if it is in the City's best interest to participate before approving an urban renewal project or expense. It is further expected that such indebtedness, including interest on the same, may be financed in whole or in part with tax increment revenues from the Urban Renewal Area, as amended. Subject to the foregoing, it is estimated that the cost of the Eligible Urban Renewal Projects as described above will be approximately \$28,005,776.

Currently, the City of West Des Moines' outstanding general obligation indebtedness is \$111,108,500. Article XI, Section of the Constitution of the State of Iowa limits the amount of

City debt outstanding at any time to no more than five (5) percent of the value (as shown by the last certified state and county tax list) of all taxable property within the City. The City's constitutional debt limit is \$312,458,082 as of July 1, 2015.

## **IX. LAND USES AND DEVELOPMENT PLAN**

The Area is currently planned for the following land uses:

- Office (OF)
- Support Commercial (SC)
- Support Office (SO)
- Single Family Residential (SF)
- Medium Density Residential (MD)
- High Density Residential (HD)

The Plan, as amended, is in conformity with the existing West Des Moines Comprehensive Plan adopted on September 20, 2010. The West Des Moines Comprehensive Plan is the City's general plan for the development of the City as a whole. In addition, the proposed urban renewal projects as described in this Plan, as amended, are in conformity with the West Des Moines Comprehensive Plan. This Urban Renewal Plan, as amended, does not change or in any way replace the City's current land use planning or zoning regulation process.

If there is a need for improved traffic, public transportation, public utilities, recreational and community facilities, or other public improvements within the Urban Renewal Area, it would be set forth in the Plan, as amended.

## **X. URBAN RENEWAL FINANCING**

The City intends to utilize various financing tools such as those described below to successfully undertake the proposed urban renewal actions. The City has the statutory authority to use a variety of tools to finance physical improvements within the Area. These include:

### **A. Tax Increment Financing**

Under Section 403.19 of the Iowa Code, urban renewal areas may utilize the tax increment financing mechanism to finance the costs of public improvements or economic development incentives associated with redevelopment projects. Upon creation of a tax increment district within the Area, by ordinance, the assessment base is frozen and the amount of tax revenue available from taxes paid on the difference between the frozen base and the increased value, if any, is segregated into a separate fund for the use by the City to pay costs of the eligible urban renewal projects. The increased taxes generated by any new development, above the base value, are distributed to the taxing entities, if not requested by the City.

**B. General Obligation Bonds**

Under Division III of Chapter 384 and Chapter 403 of the Iowa Code, the City has the authority to issue and sell general obligation bonds for specified essential and general corporate purposes, including the acquisition and construction of certain public improvements within the Area or incentives for development consistent with this Plan. Such bonds are payable from the levy of unlimited ad valorem taxes on all the taxable property within the City. It may be the City will elect to abate some or all of the debt service on these bonds with incremental taxes from this Area.

The City may also determine to use tax increment financing to provide incentives such as cash grants, loans, tax rebates or other incentives to developers in connection with urban renewal projects for commercial or industrial development or other urban renewal projects. In addition, the City may determine to issue general obligation bonds, tax increment revenue bonds or such other obligations, or loan agreements for the purpose of making loans or grants of public funds to private businesses located in the Area for urban renewal projects. Alternatively, the City may determine to use available funds for making such loans or grants for urban renewal projects. In any event, the City may determine to use tax increment financing to reimburse the City for any obligations or advances.

Nothing herein shall be construed as a limitation on the power of the City to exercise any lawful power granted to the City under Chapter 15, Chapter 15A, Chapter 403, Chapter 427B, or any other provision of the Code of Iowa in furtherance of the objectives of this Urban Renewal Plan.

**XI. PROPERTY ACQUISITION/DISPOSITION**

The City will follow any and all applicable requirements for the acquisition and disposition of property upon terms and conditions in the discretion of the City Council.

**XII. RELOCATION**

Other than the possible acquisition of residential property due to right of way acquisition for Ashworth Road widening, the City does not expect there to be any relocation required as part of the eligible urban renewal projects; however, if any relocation is necessary, the City will follow all applicable relocation requirements.

**XIII. URBAN RENEWAL PLAN AMENDMENTS**

The **Ashworth Corridor** Urban Renewal Plan may be amended from time to time for a variety of reasons, including but not limited to, adding or deleting land, adding or changing urban renewal projects, or to modify goals or types of renewal activities.

The City Council may further amend this Plan in accordance with applicable state law.

**XIV. EFFECTIVE PERIOD**

This Amendment No. 1 will become effective upon its adoption by the City Council. Notwithstanding anything to the contrary in the original Plan, any prior resolution, or document, the Urban Renewal Plan, as amended, shall remain in effect until terminated by the City Council, and the use of incremental property tax revenues, or the "division of revenue," as those words are used in Chapter 403 of the Code of Iowa, will be consistent with Chapter 403 of the Iowa Code. The division of revenues shall continue on the Area for the maximum period allowed by law.

**XV. REPEALER**

Any parts of the previous Plan in conflict with this Amendment are hereby repealed.

**XVI. SEVERABILITY CLAUSE**

If any part of the Amendment is determined to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity of the previously adopted Plan as a whole, or any part of the Plan or this Amendment not determined to be invalid or unconstitutional.



**EXHIBIT A**  
**LEGAL DESCRIPTION OF PROPERTY ADDED TO**  
**THE ASHWORTH CORRIDOR URBAN RENEWAL AREA BY AMENDMENT NO. 1**

THE AMENDMENT NO. 1 AREA INCLUDES THE FOLLOWING LAND AREA DESCRIBED AS FOLLOWS:

TWO TRACTS OF LAND IN SECTIONS 1, 2, 3, 10 AND 12, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN, WEST DES MOINES, DALLAS COUNTY, IOWA ARE INCLUDED IN THE ASHWORTH CORRIDOR URBAN RENEWAL AMENDED AREA, THESE TRACTS OF LAND ARE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**TRACT 1**

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 2, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN, SAID POINT BEING THE INTERSECTION OF JORDAN CREEK PARKWAY AND ASHWORTH ROAD, BOTH OFFICIAL CITY STREETS;  
THENCE NORTH, ALONG THE EAST LINE OF SAID SECTION 2, TO THE SOUTH RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD, SAID POINT BEING THE POINT OF BEGINNING;  
THENCE NORTHWESTERLY, ALONG THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID UNION PACIFIC RAILROAD, TO THE SOUTHERLY RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY NUMBER 80;  
THENCE NORTHEASTERLY, ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID INTERSTATE HIGHWAY NUMBER 80, TO THE WEST LINE OF SECTION 1, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN;  
THENCE NORTHEASTERLY AND EASTERLY, ALONG THE SOUTHERN RIGHT-OF-WAY LINE OF SAID INTERSTATE HIGHWAY NUMBER 80, TO THE NORTHEAST CORNER OF LOT 7, REPLAT OF LOTS 1, 2, 3, 4 AND 5 COUNTRY CLUB OFFICE PLAZA, AN OFFICIAL SUBDIVISION NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA;  
THENCE SOUTH, ALONG THE EAST LINE OF SAID LOT 7, OF SAID REPLAT OF LOTS 1, 2, 3, 4 AND 5 COUNTRY CLUB OFFICE PLAZA, TO THE SOUTHEAST CORNER OF SAID LOT 7, SAID POINT BEING THE NORTHEAST CORNER OF LOT A, COUNTRY CLUB OFFICE PLAZA, AN OFFICIAL SUBDIVISION NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA;  
THENCE SOUTH, ALONG THE EAST LINE OF SAID COUNTRY CLUB OFFICE PLAZA, TO THE SOUTHEAST CORNER OF SAID COUNTRY CLUB OFFICE PLAZA;  
THENCE WEST, ALONG THE SOUTH LINE OF SAID COUNTRY CLUB OFFICE PLAZA, TO THE NORTHEAST CORNER OF LOT 1, CHRIST'S CHURCH SUBDIVISION, AN OFFICIAL SUBDIVISION NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA;

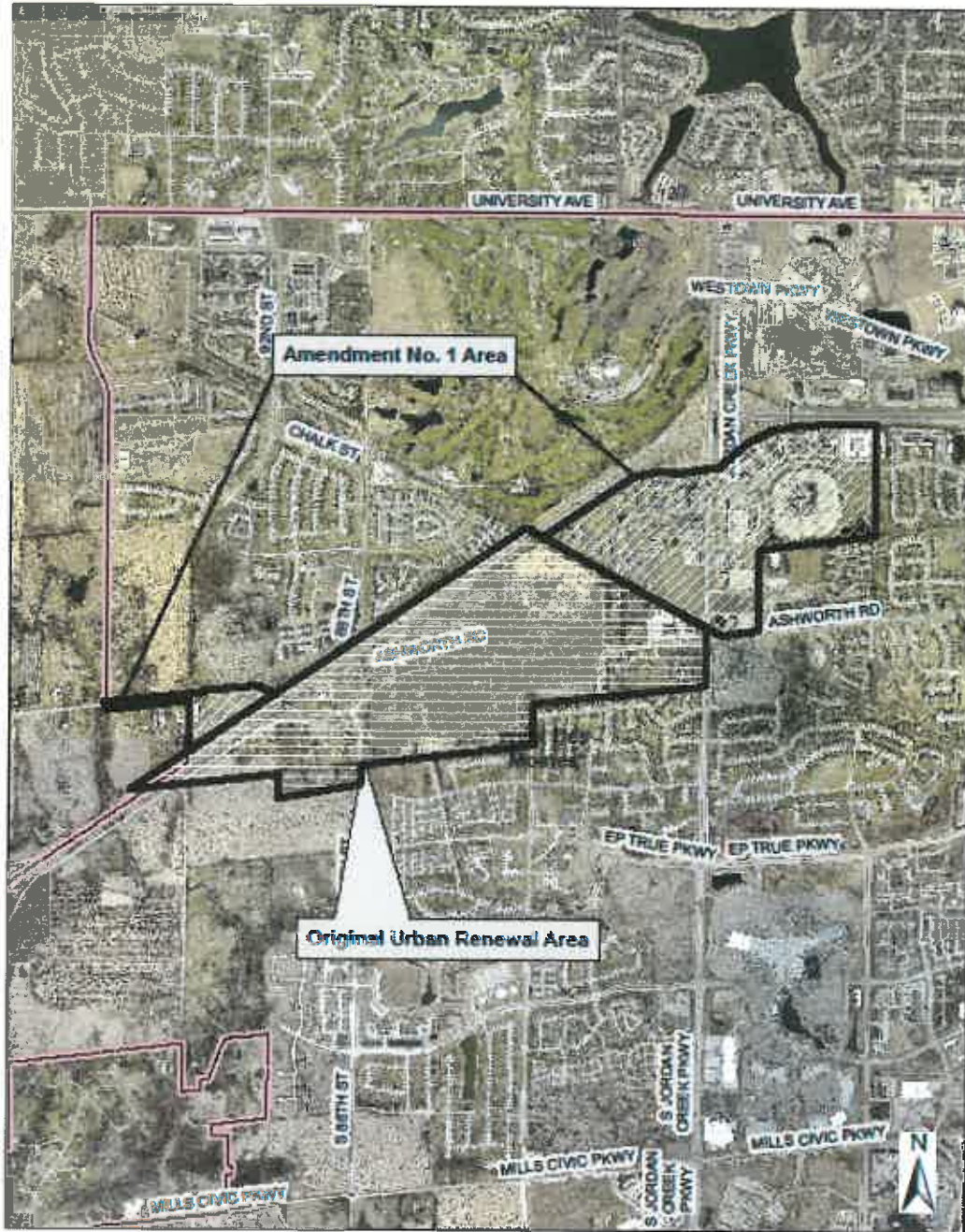
THENCE SOUTH, ALONG THE EAST LINE OF SAID LOT 1, OF SAID CHRIST'S CHURCH SUBDIVISION, TO THE NORTH RIGHT-OF-WAY LINE OF ASHWORTH ROAD;  
THENCE WEST, ALONG THE NORTH RIGHT-OF-WAY LINE OF ASHWORTH ROAD, TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD;  
THENCE NORTHWESTERLY, ALONG THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID UNION PACIFIC RAILROAD, TO THE POINT OF BEGINNING.

TRACT 2

BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN, SAID POINT BEING THE INTERSECTION OF 98<sup>TH</sup> STREET AND ASHWORTH ROAD, BOTH OFFICIAL CITY STREETS;  
THENCE NORTH, ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 3, TO THE NORTH RIGHT-OF-WAY LINE EXTENDED OF ASHWORTH ROAD;  
THENCE EAST, ALONG THE NORTH RIGHT-OF-WAY LINE EXTENDED AND THE NORTH RIGHT-OF-WAY LINE OF ASHWORTH ROAD, TO THE NORTHWESTERLY RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY NUMBER 80;  
THENCE SOUTHWESTERLY, ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID INTERSTATE HIGHWAY NUMBER 80, TO THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN;  
THENCE NORTH, ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 10, TO THE SOUTH LINE OF SECTION 3, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN;  
THENCE WEST, ALONG THE SOUTH LINE OF SAID SECTION 3, TO THE POINT OF BEGINNING.

# EXHIBIT B

## MAP SHOWING ENTIRE URBAN RENEWAL AREA WITH SUBAREAS



CERTIFICATE

STATE OF IOWA )  
 ) SS  
COUNTY OF DALLAS )

I, the undersigned City Clerk of the City of West Des Moines, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the corporate records of the City showing proceedings of the Council, and the same is a true and complete copy of the action taken by the Council with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of public hearing and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council (a copy of the face sheet of the agenda being attached hereto) pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective city offices as indicated therein, that no vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the Council hereto affixed this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
City Clerk, City of West Des Moines, State of Iowa

(SEAL)

NOTICE OF PUBLIC HEARING TO CONSIDER APPROVAL  
OF A PROPOSED AMENDMENT NO. 1 TO THE ASHWORTH  
CORRIDOR URBAN RENEWAL PLAN FOR AN URBAN  
RENEWAL AREA IN THE CITY OF WEST DES MOINES,  
STATE OF IOWA

The City Council of the City of West Des Moines, State of Iowa, will hold a **public** hearing before itself at its meeting which commences at 5:30 P.M. on June 13, 2016 in the Council Chambers, City Hall, 4200 Mills Civic Parkway, West Des Moines, Iowa, to consider adoption of a proposed Amendment No. 1 to the Ashworth Corridor Urban Renewal Plan (the "Amendment") concerning an Urban Renewal Area in the City of West Des Moines, State of Iowa, including the following area:

TWO TRACTS OF LAND IN SECTIONS 1, 2, 3, 10 AND 12, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN, WEST DES MOINES, DALLAS COUNTY, IOWA ARE INCLUDED IN THE ASHWORTH CORRIDOR URBAN RENEWAL AMENDED AREA, THESE TRACTS OF LAND ARE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACT 1

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 2, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN, SAID POINT BEING THE INTERSECTION OF JORDAN CREEK PARKWAY AND ASHWORTH ROAD, BOTH OFFICIAL CITY STREETS;  
THENCE NORTH, ALONG THE EAST LINE OF SAID SECTION 2, TO THE SOUTH RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD, SAID POINT BEING THE POINT OF BEGINNING;  
THENCE NORTHWESTERLY, ALONG THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID UNION PACIFIC RAILROAD, TO THE SOUTHERLY RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY NUMBER 80;  
THENCE NORTHEASTERLY, ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID INTERSTATE HIGHWAY NUMBER 80, TO THE WEST LINE OF SECTION 1, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN;  
THENCE NORTHEASTERLY AND EASTERLY, ALONG THE SOUTHERN RIGHT-OF-WAY LINE OF SAID INTERSTATE HIGHWAY NUMBER 80, TO THE NORTHEAST CORNER OF LOT 7, REPLAT OF LOTS 1, 2, 3, 4 AND 5 COUNTRY CLUB OFFICE PLAZA, AN OFFICIAL SUBDIVISION NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA;  
THENCE SOUTH, ALONG THE EAST LINE OF SAID LOT 7, OF SAID REPLAT OF LOTS 1, 2, 3, 4 AND 5 COUNTRY CLUB OFFICE PLAZA, TO THE SOUTHEAST CORNER OF SAID LOT 7, SAID POINT BEING THE NORTHEAST CORNER OF LOT A, COUNTRY CLUB OFFICE PLAZA, AN OFFICIAL SUBDIVISION NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA;  
THENCE SOUTH, ALONG THE EAST LINE OF SAID COUNTRY CLUB OFFICE PLAZA, TO THE SOUTHEAST CORNER OF SAID COUNTRY CLUB OFFICE PLAZA;  
THENCE WEST, ALONG THE SOUTH LINE OF SAID COUNTRY CLUB OFFICE PLAZA, TO THE NORTHEAST CORNER OF LOT 1, CHRIST'S CHURCH

SUBDIVISION, AN OFFICIAL SUBDIVISION NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA;  
THENCE SOUTH, ALONG THE EAST LINE OF SAID LOT 1, OF SAID CHRIST'S CHURCH SUBDIVISION, TO THE NORTH RIGHT-OF-WAY LINE OF ASHWORTH ROAD;  
THENCE WEST, ALONG THE NORTH RIGHT-OF-WAY LINE OF ASHWORTH ROAD, TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD;  
THENCE NORTHWESTERLY, ALONG THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID UNION PACIFIC RAILROAD, TO THE POINT OF BEGINNING.

TRACT 2

BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN, SAID POINT BEING THE INTERSECTION OF 98TH STREET AND ASHWORTH ROAD, BOTH OFFICIAL CITY STREETS;  
THENCE NORTH, ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 3, TO THE NORTH RIGHT-OF-WAY LINE EXTENDED OF ASHWORTH ROAD;  
THENCE EAST, ALONG THE NORTH RIGHT-OF-WAY LINE EXTENDED AND THE NORTH RIGHT-OF-WAY LINE OF ASHWORTH ROAD, TO THE NORTHWESTERLY RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY NUMBER 80;  
THENCE SOUTHWESTERLY, ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID INTERSTATE HIGHWAY NUMBER 80, TO THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN;  
THENCE NORTH, ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 10, TO THE SOUTH LINE OF SECTION 3, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN;  
THENCE WEST, ALONG THE SOUTH LINE OF SAID SECTION 3, TO THE POINT OF BEGINNING.

which land is to be included as part of this amended Urban Renewal Area.

A copy of the Amendment is on file for public inspection in the office of the City Clerk, City Hall, City of West Des Moines, Iowa.

The City of West Des Moines, State of Iowa is the local public agency which, if such Amendment is approved, shall undertake the urban renewal activities described in such Amendment.

The general scope of the urban renewal activities under consideration in the Amendment is to promote the growth and retention of qualified industries and businesses in the Urban Renewal Area through various public purpose and special financing activities outlined in the Amendment. To accomplish the objectives of the Amendment, and to encourage the further economic development of the Urban Renewal Area, the Amendment provides that such special financing activities may include, but not be limited to, the making of loans or grants of public

funds to private entities under Chapter 15A of the Code of Iowa. The City also may reimburse or directly undertake the installation, construction and reconstruction of substantial public improvements, including, but not limited to, street, water, sanitary sewer, storm sewer or other public improvements. The Amendment provides that the City may issue bonds or use available funds for purposes allowed by the Plan, as amended, and that tax increment reimbursement of the costs of urban renewal projects may be sought if and to the extent incurred by the City. The Amendment initially proposes specific public infrastructure or site improvements to be undertaken by the City, and provides that the Amendment may be amended from time to time.

The proposed Amendment No. 1 would add land to the Urban Renewal Area, remove the voluntary expiration date, and add/confirm eligible urban renewal projects. Other provisions of the Plan not affected by the Amendment would remain in full force and effect.

Any person or organization desiring to be heard shall be afforded an opportunity to be heard at such hearing.

This notice is given by order of the City Council of the City of West Des Moines, State of Iowa, as provided by Section 403.5 of the Code of Iowa.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
City Clerk, City of West Des Moines, State of  
Iowa

(End of Notice)



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

**DATE: May 16, 2016**

**ITEM:** West Green Industrial, 175 S. 9<sup>th</sup> Street and 250 S. 11<sup>th</sup> Street – Approval and Acceptance of Easements and Agreements - Reid and Sara Tamisiea – SP-003001-2016

**RESOLUTION:** Approval and Acceptance of Easements and Agreements

**FINANCIAL IMPACT:** Undetermined.


**BACKGROUND:** The City Council approved a site plan for the construction of 91,650 sq. ft. of industrial buildings at 175 S. 9<sup>th</sup> Street and 250 South 11<sup>th</sup> Street at their meeting on May 2, 2016, for West Green Industrial Park. As part of the approval of the site plan, a storm water facility maintenance covenant and permanent easement agreement, permanent pedestrian easement, ingress/egress easement, sanitary sewer easement, and record of lot tie were required to be executed as part of the approval of the site plan.

Exhibit II is a copy of these easements and agreements. For policy purposes, formal acceptance by the City Council of a these documents is required.




**CITY COUNCIL SUBCOMMITTEE:** Acceptance of this document by Council is a required formality; this item was not presented to the Development and Planning City Council Subcommittee.

**OUTSTANDING ISSUES:** There are no outstanding issues.

**RECOMMENDATION:** Adopt a resolution approving and accepting the easements and agreements identified in Exhibit B for West Green Industrial Park at 175 S. 9<sup>th</sup> and 250 S. 11<sup>th</sup> Street.

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			
Date Reviewed			
Recommendation	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Split <input type="checkbox"/>

**ATTACHMENTS:**

- Exhibit I       City Council Resolution
- Exhibit II      Easements and Agreements



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 ACCEPTING EASEMENTS AND AGREEMENTS RELATED TO THE SITE PLAN APPROVAL FOR WEST GREEN INDUSTRIAL PARK – (SP-003001-2016)**

**WHEREAS**, it is the policy of the City of West Des Moines, Iowa to approve and accept all easement and agreements conveying property and other interests to the City; and

**WHEREAS**, the following documents have been presented to the City for approval and acceptance;

A storm water facility maintenance covenant and permanent easement agreement, permanent pedestrian easement, ingress/egress easement, sanitary sewer easement, and record of lot tie

**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** the document(s) described above conveying property and other interests to the City of West Des Moines, Iowa, are hereby approved and accepted and shall be filed with the county recorder as appropriate.

**PASSED AND ADOPTED** this 16<sup>th</sup> day of May 2016.

\_\_\_\_\_  
Steven K. Gaer, Mayor

ATTEST:

\_\_\_\_\_  
Ryan T. Jacobson, City Clerk

Prepared by: K Tragesser, Development Services, PO Box 65320, West Des Moines, IA 50265-0320, 515-222-3620  
When Recorded, Return to: City Clerk, City of West Des Moines, PO Box 65320, West Des Moines, IA 50265-0320  
Project Name: West Green Industrial Park  
Project File #: SP-003001-2016

**WEST GREEN INDUSTRIAL PARK STORM WATER MANAGEMENT FACILITY  
MAINTENANCE COVENANT AND PERMANENT EASEMENT AGREEMENT  
FOR SINGLE OWNERSHIP PARCEL(S)**

**THIS STORM WATER MANAGEMENT FACILITY MAINTENANCE COVENANT AND PERMANENT EASEMENT AGREEMENT** is entered into between **Reid Tamisiea and Sara Tamisiea** (hereinafter referred to as "Grantor") and the **City of West Des Moines, Iowa** (hereinafter referred to as "City"), in consideration for the approval by the City of West Des Moines, Iowa of the Site Plan permit.

Grantor is obligated by the Municipal Code of the City of West Des Moines to control storm water runoff for the proposed development as a part of the site plan and platting permit approval processes. In consideration for the City's approval of the Grantor's site plan permit, the parties enter into this Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement to control and address storm water runoff for the following described property:

Lot 3, Goodman Industrial Park, an official plat now in and forming a part of the City of West Des Moines, Polk County, Iowa (hereinafter referred to as the "Benefited Property").

**PART I – COVENANTS ON THE BENEFITED PROPERTY**

The following provisions are covenants running with the land to the City of West Des Moines, binding on all successors and assigns of the Benefited Property and shall only be amended or released with the written permission of the City.

1. Grantor hereby agrees that the storm water runoff for the subdivision/site shall be controlled through installation, construction and maintenance of a storm water management facility(ies) as detailed in the City approved Storm Water Management Plan and site plan development documents submitted for the site plan upon, over, under, through and across the following described property:

See Exhibit B

(hereinafter referred to as the "Easement Area").

2. Grantor covenants and agrees that the design, construction and maintenance of the Storm Water Management Facility shall be in compliance with the Storm Water Management Plan now on file with the City of West Des Moines and which is available for public inspection. The design, construction and maintenance of the Storm Water Management Facility shall meet the storm water runoff requirements of the Municipal Code of the City of West Des Moines, Iowa.

3. It is hereby agreed and covenanted that the above described Benefited Property receives benefit from the Storm Water Management Facility by controlling runoff from the Benefited Property to meet the requirements of the Post-Construction Storm Water Management Ordinance of the Municipal Code of the City of West Des Moines, Iowa and the Subdivision Design requirements of Section 10-3-1 or succeeding legislation of the Municipal Code of the City of West Des Moines, Iowa.
4. It is hereby agreed that Grantor is solely responsible for constructing, installing and ensuring that the Storm Water Management Facility meets the standard set forth in the Post-Construction Storm Water Ordinance and Section 10-3-1 of the Municipal Code of the City of West Des Moines, Iowa.
5. Grantor hereby designates, appoints and agrees on behalf of Grantor and all successors and assigns that the Grantor is designated as the responsible party for replacement, reconstruction, repair, grading and maintenance of the Storm Water Management Facility.
6. Grantor hereby covenants and agrees that Grantor is hereby designated and authorized to accept notices and service of process as it relates to the inspection, replacement, reconstruction, repair, grading and maintenance of the Storm Water Management Facility or permanent easement or notice of assessment for replacement, reconstruction, repair, grading and maintenance of the Storm Water Management Facility.
7. Grantor shall be responsible for all maintenance, repair and replacement of the Storm Water Management Facility, including obligations set forth in Part II, paragraph 12. Grantor shall comply with all terms of the Easement set forth in Part II herein.
8. Grantor shall inspect the Storm Water Management Facility on an annual basis, including but not limited to all pipes, inlets and outlets for defects, obstructions or changes in the Storm Water Management Facility from the original design of the Facility. The inspection shall be documented with date stamped photographs of the Storm Water Management Facility. Grantor shall document such inspection by completing the Inspection Report Form available from the City of West Des Moines Public Works Department. Any deficiencies or defects noted by the inspection shall be corrected by Grantor. The Inspection photographs and Inspection Report Form shall be made available to the City for review upon request and shall be kept and maintained for a period of 5 years from the date of inspection.
9. Grantor hereby agrees and consents on behalf of itself and all successors and assigns of the Benefited Property to assessment of the costs of maintaining, reconstructing, repairing, grading or dredging the Easement Area and Storm Water Management Facility on all Benefited Property established by the Grantor pursuant to the obligations set forth in paragraph 10, below. Grantor, on behalf of itself and all successors and assigns of the Benefited Property, shall execute a Petition and Waiver in favor of the City to allow the City to recover any costs expended for action taken as set forth in paragraph 10, below, to address the maintenance, reconstruction, repair, grading or dredging of the Storm Water Management Facility or Easement Area.
10. Should Grantor fail to maintain, reconstruct, repair, grade or dredge the Storm Water Management Facility or the Easement Area upon notice from the City, the City may cause such action to be done and assessed to the Benefited Property. The assessments on the Benefited Property shall be immediately due and payable from Grantor to the City pursuant to the terms of the Agreement and Waiver (see **Exhibit A**, attached hereto and made a part hereof).

#### **PART II – Easement for Storm Water Management Facility and Surface Water Flowage**

The following provisions in Part II herein are for a permanent easement over the Easement Area running with the land to the City of West Des Moines and Grantor.

11. Grantor hereby grants to the City a Permanent Surface Water Flowage Easement and Storm Water Management Facility under, over, through and across the Easement Area described above for the purpose of constructing, reconstructing, repairing, grading and maintaining the Storm Water Management Facility and the surface of the Easement Area in a manner that will permit the free and unobstructed flow of surface water over the Easement Area described above.
  12. It is the obligation of the Grantor and all subsequent owners of the above described easement area to maintain
- Macintosh HD:Users:alanbernard:Downloads:SP-003001-2016\_LD\_West Green Industrial Park\_SWFMA\_04-22-2016.docx 2

the Easement Area and the Storm Water Management Facility as set forth below. The Grantor and all subsequent owners of the Easement Area shall perform the maintenance obligations set forth below. The maintenance obligations for the Storm Water Management Facility are as follows:

Storm water detention and retention ponds or basins:

- a. Mow on a regular basis to maintain the vegetation at the height designated on the original design to prevent erosion.
- b. Remove all trash, litter, debris or obstructions in the basin in the Easement Area and any inlets or outlets located within the Easement Area.
- c. Plant, maintain and replant as necessary permitted vegetation.
- d. Inspect for any defects, obstructions, or any changes in the original design.
- e. Inspect and determine the depth of the pond or basin on an annual basis.
- f. Remove any accumulated sediment from the outlet structures and remove any sediment which may accumulate greater than 12 inches in ponds or basins and greater than 6 inches in an underground detention basin.
- g. Till the soil at the bottom of the riparian buffer if it does not drain out within the time established in the design plan and replant vegetation as designated on the original design.
- h. All repairs shall conform to the original design.
- i. Maintaining the storm water and retention pond or basin to assure the effectiveness for storm water runoff for the subdivision/site.

Grass and Bioretention Swales:

- a. Mow on a regular basis to maintain the vegetation at the height designated on the original design to prevent erosion.
- b. Remove all trash, litter, debris or obstructions in the grass or bioretention swale and Easement Area.
- c. No chemicals or substances shall be applied to the Easement Area that shall harm or impair the effectiveness of the swale as a storm water runoff control measure.
- d. Replant vegetation as soon as practical when any vegetation dies.
- e. Inspect and determine the depth of the swale on an annual basis.
- f. Remove any sediment accumulated greater than 6 inches which may accumulate in the swale.
- g. Till the soil at the bottom of the swale if the grass swale does not drain out within the time established in the design plan and replant vegetation as designated on the original design.
- h. All repairs shall conform to the original design.
- i. Maintain the grass and/or bioretention swale to assure the effectiveness for storm water runoff for the subdivision/site.

Riparian Buffer:

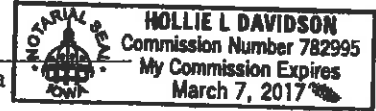
- a. Mow on a regular basis to maintain the vegetation at the height designated on the original design to prevent erosion.
  - b. Replant the vegetation in the Easement Area as soon as practical when any vegetation dies.
  - c. Remove all trash, litter, debris or obstructions in the Easement Area.
  - d. Inspect for erosion in the riparian buffer on an annual basis.
  - e. Inspect and determine the depth of the riparian buffer on an annual basis.
  - f. Remove any sediment accumulated greater than 25% of the original design depth.
  - g. Till the soil at the bottom of the riparian buffer if it does not drain out within the time established in the design plan and replant vegetation as designated on the original design.
  - h. All repairs shall conform to the original design.
  - i. Maintain the riparian buffer to assure the effectiveness for storm water runoff for the subdivision/site.
13. No chemicals or any substance shall be applied to the storm water maintenance facility that shall harm or impair the effectiveness of the storm water maintenance facility as a storm water runoff control measure.
  14. No structure shall be erected over or within the Easement Area without obtaining the prior written approval of the City Engineer.
  15. No structure, material, device, thing or matter which could possibly obstruct or impede the normal flow of surface water over the Easement Area shall be erected or caused to be placed on the Easement Area without



COUNTY OF Polk

On this 28<sup>th</sup> day of April, 2016, before me, the undersigned, a Notary Public in and for said County and State personally appeared Reid and Sara Tamisiea, to me personally known, who being by me duly sworn, did say that they are the property owners, executing the within and foregoing instrument and acknowledged that he executed the same as his voluntary act and deed, by it and by them voluntarily executed.

Hollie L. Davidson  
Notary Public in and for the State of Iowa



**CITY OF WEST DES MOINES, IOWA**

I, Ryan T. Jacobson, City Clerk of the City of West Des Moines, Iowa, do hereby certify that the within and foregoing Easement was duly approved and accepted by the City Council of said City of West Des Moines by Resolution and Roll Call No. \_\_\_\_\_, passed on the \_\_\_\_\_ day of \_\_\_\_\_, 2016, and this certificate is made pursuant to authority contained in said Resolution.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**EXHIBIT A  
AGREEMENT AND WAIVER  
POST CONSTRUCTION STORM WATER MANAGEMENT**

**THIS AGREEMENT** made and entered into by and between the City of West Des Moines, Iowa, hereinafter referenced the CITY, and Reid and Sara Tamisiea, hereinafter referenced the PROPERTY OWNERS.

**WITNESSETH:**

**WHEREAS**, the City desires to encourage orderly community development and provide for the regulation and control of the extension of public improvements, public services, and utilities, consistent with its Comprehensive Plan, adopted in December 1993, as amended, and in accordance with Iowa Code Chapter 354, Platting, Division and Subdivision of Land; and

**WHEREAS**, pursuant to U.S. EPA's National Pollutant Discharge Elimination System ("NPDES") permit program ("Program") administered by the Iowa Department of Natural Resources ("IDNR"), the City is required to obtain from the IDNR an NPDES permit for the discharge of storm water from a Municipal Separate Storm Sewer System (MS4); and

**WHEREAS**, as a condition of the City's MS4 Permit, the City is obliged to develop, implement, and enforce a program to address storm water runoff from new construction and reconstruction projects for which State NPDES General Permit #2 storm water permit coverage is required; and

**WHEREAS**, the Property Owner, as the developer and/or owner of a construction or reconstruction project in the City of West Des Moines, is subject to the program implemented by the City to address storm water runoff from the project; and

**WHEREAS**, in order to comply with the program implemented by the City, the Property Owner has executed an Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement (hereinafter "Agreement") with the City to address the rights and obligations of the parties regarding control of post-construction storm water runoff from the project; and

**WHEREAS**, a provision of the Agreement requires the Property Owner to execute this Agreement and Waiver in favor of the City to allow the City to recover any costs expended for action taken by the City, its consultants, contractors and assigns to address the maintenance, reconstruction, repair, grading or dredging of the Storm Water Management Facility or Easement Area if the Property Owner or the Property Owner's successors and assigns fail to do so; and

**WHEREAS**, this Agreement and Waiver is made in conjunction with the Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement located on:

Lot 3 Goodman Industrial Park, and official plat now in and forming a part of the City of West Des Moines, Polk County, Iowa

(hereinafter referred to as the "Benefited Property").

See Attachment B

(hereinafter referred to as the "Easement Area").

**NOW, THEREFORE, BE IT AGREED AMONG THE PARTIES AS FOLLOWS:**


1. In the event the Property Owner or its successors and assigns fail to comply with the requirements of the Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement regarding any action necessary for the maintenance, reconstruction, repair, grading or dredging of the Storm Water Management Facility or Easement Area, the City shall have the right to cause the above-described actions completed in accordance with such plans and specifications as it shall deem appropriate.

2. For the purpose of this Agreement, the City may elect to enter into a contract for the completion of such actions as a part of any contract(s) and assess the cost of such actions to the Property Owner or its successors and assigns pursuant to the formula established in the Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement.
3. In consideration for the completion of such actions by the City, the undersigned Property Owners hereby WAIVE the following:
  - A. All legal formalities of whatsoever kind or character required by the laws of Iowa to be observed by cities in the completion of said actions where the expense of such Improvements is to be assessed against private property; and
  - B. Each and every question of jurisdiction, the intention of the Property Owners being to authorize and direct said City to complete such actions without requiring any of the formalities or legal proceedings required of cities by the statutes of Iowa; and
  - C. Any limitation of the amount of said assessment as a percentage of valuation as provided in the Code of Iowa; and
  - D. Any right to defer or postpone the payment for any such action.
4. It is further agreed that:
  - A. When said actions have been constructed or completed in accordance with the plans and specifications, the City may make assessments against the properties of the undersigned Property Owners, or their successors or assigns, for their pro-rata share of the entire cost of the construction and/or completion of said actions.
  - B. Said assessments shall be due immediately and will be paid to the City of West Des Moines and shall constitute a lien upon the properties hereinafter described. Further, each of the undersigned Property Owners hereby agree to accept responsibility for the assessment which is thus assessed against the Owner's property.
  - C. Said assessments shall have the same legal force and effect as if all the legal formalities provided by law in such cases had been fully and faithfully performed and observed.
5. The amount and proportion of the cost of the actions completed by the City to be paid shall be ascertained and determined by the Engineers and reported to the City Council, which shall make such changes or alterations as they may require. When said costs are determined and approved by the City Council, they shall constitute the assessments against the properties.
6. The Property Owners retain the right to request of the City a review of the mathematical calculations made to ensure their accuracy.
7. Property Owners hereby authorize the City Council to pass any Resolution requisite or necessary to order and secure said actions, to provide for the construction of the same and to make the assessments herein provided for, without further notice to said Property Owners or any of them. Any such Resolution may contain recitals that said actions are ordered or made by the Council without petition of Property Owners, without in any way qualifying this Agreement or releasing the Property Owners from their obligation to pay the assessments levied against their property for the cost of said action.
8. Each Property Owner warrants that the real estate described below is free and clear of all liens and encumbrances other than for ordinary taxes, except for such liens as are held by lienholders hereinafter listed and designated as signers of this Agreement and Waiver. Each lienholder designated below, by execution of this Agreement and Waiver, consent to the subordination of its lien to the lien of the assessment levied pursuant hereto.
9. Each Property Owner further agrees that the terms of this Agreement and Waiver shall become a covenant which runs with the land of the below-referenced property, and shall be binding upon all successors and assigns. Furthermore, each Property Owner shall give a copy of this Agreement and Waiver to all successors and assigns.



10. The signatories and the City agree this document will be recorded in the office of the appropriate county recorder to ensure that any and all future purchasers of property are put on notice of the above conditions.

**PROPERTY OWNER NAME:**

By   
Name Reid Tamisea  
Date 4/28/16  
Witness Hollie L. Davidson  
Name Hollie L. Davidson

**PROPERTY OWNER NAME:**

By Sara Tamisea  
Name Sara Tamisea  
Entity  
Date 4/28/16  
Witness Hollie L. Davidson  
Name Hollie L. Davidson

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

**PERMANENT PEDESTRIAN EASEMENT(S)**

**KNOW TO ALL MEN BY THESE PRESENTS:**

1. Grant of Easement(s).

The undersigned, Reid Tamisiea and Sara Tamisiea, (hereinafter referred to as the "Grantor(s)"), owner(s) and/or developer(s) of **Lots 2 and 3 Goodman Industrial Park, an official plat in and forming a part of the City of West Des Moines, Polk County, Iowa**, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby sell, grant, and convey to the City of West Des Moines, Iowa, a municipal Corporation (hereinafter referred to as "the City"), a permanent and perpetual easement (hereinafter referred to as "Pedestrian/Trail Easement" or "Easement(s)") and right-of-way upon, over, under, through and across the real property all in **Lots 2 and 3 Goodman Industrial Park, an official plat in and forming a part of the City of West Des Moines, Polk County, Iowa**, and legally described as:

**A FUTURE PUBLIC TRAIL EASEMENT LOCATED IN LOTS 2 AND 3 GOODMAN INDUSTRIAL PARK, AN OFFICIAL PLAT, CITY OF WEST DES MOINES, POLK COUNTY, IOWA, THAT IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**A 20.00 FOOT EASEMENT CENTERED ON A LINE MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 2, THENCE N47°08'16"W, 10.01 FEET ALONG THE WEST LINE OF LOT 2, AND ALONG THE EAST RIGHT-OF-WAY LINE OF SOUTH 11<sup>th</sup> STREET AS IT IS PRESENTLY ESTABLISHED TO THE POINT OF BEGINNING; THENCE N45°05'27"E, 743.88 FEET TO A POINT OF CURVEATURE OF A 2899.93 FEET RADIUS CURVE CONCAVE TO THE SOUTHEAST; THENCE NORTHEASTERLY 122.09 FEET ALONG SAID CURVE; SAID CURVE HAS A CHORD LENGTH OF 122.08 FEET AND A CHORD BEARING OF N48°10'11"E; THENCE N09°42'43"E, 115.84 FEET; THENCE N34°37'18"W, 42.50 FEET; THENCE N00°15'45"W, 52.57 FEET TO THE EAST LINE OF SAID LOT 3 AND THE WEST RIGHT-OF-WAY LINE OF SOUTH 9<sup>th</sup> STREET AS IT IS PRESENTLY ESTABLISHED TO WHERE THE LINE TERMINATES.**

2. Use and Purpose of Easement(s).

The Grantor(s) hereby covenant and agree to the following:

That this Easement may be utilized by the City for the purpose of allowing the City to install a sidewalk and/or trail for public use within the public property located in above-described land.

The Developer(s) further agree that no structure or building of any kind whatsoever shall be erected upon property that is the subject of this Easement without the express written consent of the City.

3. Maintenance.

The Grantor(s) agree that said Easement shall be maintained solely by the Grantor(s). Maintenance by the Grantor(s) shall include, but is not limited to, mowing and generally police and survey the Easement to maintain said area free from garbage, debris and other unnatural articles. If a trail is constructed by the City within the easement area, the City will maintain the trail only, while the remainder of the easement area will continue to be maintained by the Grantor.

4. Hold Harmless.

The Grantor(s) agrees to indemnify and hold harmless the City, its elected officials, employees, officers, agents, representatives, contractors, and attorneys from and against any and all claims or demands for liability, loss, damage, costs, expenses, or attorney's fees of any kind for actions or omissions of the Grantor(s) arising out of or in connection with any undertaking arising out of or otherwise related to this Easement.

5. Running of Benefits and Burdens.

The terms and conditions of this Easement are binding upon the Grantor including, but not limited to, future owners, developers, lessees or occupants. All provisions of this instrument, including benefits and burdens, run with the land and are binding upon and inure to the heirs, assigns, successors, tenants and personal representatives of the parties hereto.

6. Jurisdiction and Venue.

The City and the Grantor(s) agree the District Court of the State of Iowa shall have exclusive jurisdiction over the subject matter and enforcement of the terms and conditions of this Easement and said parties consent to the jurisdiction of the person being in Polk County, Iowa.

7. Words and Phrases.

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

8. Parties.

The term "City" as used herein shall refer to the City of West Des Moines, Iowa, its elected officials, agents, employees, officers, and contractors. The term "Grantor(s)" shall refer to Maple Grove West L.L.C., their heirs, assigns, successors-in-interest, or lessees, if any.

9. Attorney's Fees.

Either party may enforce this instrument by appropriate action, and should they prevail in such litigation they shall recover as part of their costs the reasonable attorney's fees incurred in such litigation.

10. Integration.

This Agreement shall constitute the entire Agreement between the parties and no amendments or additions to this Agreement shall be binding unless in writing and signed by both parties.

11. Paragraph Headings.

The paragraph headings in this Agreement are included solely for convenience and shall not affect or be used in connection with, the interpretation of this Agreement.

Grantor(s):

By:

By: [Signature]  
Name: Reid Tamisiea  
Title: Property Owner

By: [Signature]  
Name: Sara Tamisiea  
Title: Property Owner

STATE OF IOWA )  
 )SS  
COUNTY OF POLK )

On this 19<sup>th</sup> day of April, 2016, before me, the undersigned, a Notary Public in and for said County and State personally appeared Reid and Sara Tamisiea, to me personally known, who being by me duly sworn, did say that they are the property owners executing the within and foregoing instrument and acknowledged that he executed the same as his voluntary act and deed by it and by them voluntarily executed.

[Signature]  
Notary Public in and for the State of Iowa

**HOLLIE L. DAVIDSON**  
Commission Number 782995  
My Commission Expires  
March 7, 2017

**CITY OF WEST DES MOINES, IOWA**

\_\_\_\_\_  
Steven K. Gaer, Mayor  
Attest:

\_\_\_\_\_  
Ryan Jacobson  
City Clerk

**STATE OF IOWA**                    )  
  )SS  
**COUNTY OF POLK**                )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2016, before me, the undersigned, a Notary Public in and for said County and State personally appeared Steven K. Gaer and Ryan Jacobson, to me personally known, who being by me duly sworn, did say that they are the Mayor and City Clerk of the City of West Des Moines, Iowa, a municipal corporation, executing the within and foregoing instrument and acknowledged that they executed the same as their voluntary act and deed of the City of West Des Moines, by it and by them voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

Prepared By: KTragesser, Development Services PO Box 65320 West Des Moines IA 50265-0320 515-222-3620  
Return To: City Clerk City of West Des Moines PO Box 65320 West Des Moines IA 50265-0320 (515)222-3610

**INGRESS/EGRESS AND CROSS ACCESS EASEMENT**

**KNOW ALL MEN BY THESE PRESENTS:**

**Whereas**, Reid Tamisiea and Sara Tamisiea are the titleholders property legally described as:

**Lots 2 and 3 Goodman Industrial Park, an official plat now in and forming a part of the City of West Des Moines, Polk County, Iowa**

**Whereas**, it is in the interest of the Grantor and future parties in interest of these properties to ensure efficient traffic flow between these lots and adjacent properties and to ensure access to public rights of way; and

**Whereas**, a grant of mutual permanent easements for the benefit of the above listed property to allow ingress/egress and cross access will ensure the efficient flow of traffic between these lots and adjacent properties; and

**Whereas**, the execution of such an easement is a condition of the approval of a Site Plan necessary for the development of this property.

**Wherefore**, the Grantor hereby grants, establishes and conveys a permanent and perpetual easement over, across and through current and future access drives and roadways for the benefit of the property and adjacent parcels. Said easement shall allow the mutual use of current and future access drives and roadways located within lots 2 and 3 Goodman Industrial Park

The terms and conditions of this Easement are binding upon the Grantor, its successors and assigns, and all provisions of this instrument, including benefits and burdens, run with the land and are binding upon and inure to the heirs, assigns, successors, tenants and personal representatives of the parties hereto.

The Grantor covenants that it holds the above-described legal property by good and marketable title, free and clear of liens, easements, and encumbrances, except any of record, and that the Grantor has a right and lawful authority to make and execute this Easement. Grantor warrants and defends said Easement against the lawful claims of all persons claiming by, through or under Grantor.

The Grantor(s) agree that the District Court in and for the State of Iowa shall have exclusive jurisdiction over the subject matter and enforcement of the terms and conditions of this Easement, and further consent to the jurisdiction of Polk County, Iowa.



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

**SANITARY SEWER EASEMENT(S)**

**KNOW TO ALL MEN BY THESE PRESENTS:**

1. Grant of Easement(s).

The undersigned, **Reid Tamisiea and Sara Tamisiea**, (hereinafter referred to as the "Grantor(s)"), owner(s) and/or developer(s) of Lots 2 and 3 Goodman Industrial Park, an official plat in and forming a part of the City of West Des Moines, Polk County, Iowa, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby sell, grant, and convey to the **City of West Des Moines, Iowa**, a municipal Corporation (hereinafter referred to as "the City"), a permanent and perpetual easement (hereinafter referred to as "Sanitary Sewer Easement" or "Easement(s)") and right-of-way upon, over, under, through and across the real property legally described as:

A part of lots 2 and 3, Goodman Industrial Park, an official plat in the City of West Des Moines, Polk County, Iowa more particularly described as follows:

A PUBLIC SANITARY SEWER EASEMENT LOCATED IN LOTS 2 AND 3 GOODMAN INDUSTRIAL PARK, AN OFFICIAL PLAT, CITY OF WEST DES MOINES, POLK COUNTY, IOWA, THAT IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A 30.00 FOOT EASEMENT CENTERED ON A LINE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 3, SAID POINT ALSO BEING ON THE WEST RIGHT-OF-WAY LINE OF SOUTH 9th STREET AS IT IS PRESENTLY ESTABLISHED; SAID POINT BEING ON A 64.50 FOOT RADIUS CURVE CONCAVE TO THE NORTHEAST; THENCE SOUTHEASTERLY 40.26 FEET ALONG THE EAST LINE OF SAID LOT 3 AND ALONG SAID RIGHT-OF-WAY AND SAID CURVE; SAID CURVE HAS A CHORD LENGTH OF 39.61 FEET AND A CHORD BEARING OF S17°40'38"E TO THE POINT OF BEGINNING; THENCE S19°41'58"W, 129.48 FEET; THENCE S45°05'27"W, 331.75 FEET; THENCE S46°06'23"W, 222.54 FEET; THENCE 45°50'38"W, 278.79 FEET TO WHERE SAID LINE TERMINATES.

AND



A PUBLIC SANITARY SEWER EASEMENT LOCATED IN LOT 3 GOODMAN INDUSTRIAL PARK, AN OFFICIAL PLAT, CITY OF WEST DES MOINES, POLK COUNTY, IOWA, THAT IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A 30.00 FOOT EASEMENT CENTERED ON A LINE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 3 SAID POINT ALSO BEING ON THE WEST RIGHT-OF-WAY LINE OF SOUTH 9th STREET AS IT IS PRESENTLY ESTABLISHED; SAID POINT BEING ON A 64.50 FOOT RADIUS CURVE CONCAVE TO THE NORTHEAST; THENCE SOUTHEASTERLY 40.26 FEET ALONG THE EAST LINE OF SAID LOT 3 AND ALONG SAID RIGHT-OF-WAY AND SAID CURVE; SAID CURVE HAS A CHORD LENGTH OF 39.61 FEET AND A CHORD BEARING OF S17°40'38"E; THENCE S19°41'58"W, 129.48 FEET; THENCE S45°05'27"W, 331.75 FEET TO THE POINT OF BEGINNING; THENCE N10°16'04"W, 155.73 FEET; THENCE N01°51'40"W, 223.51 FEET TO WHERE SAID LINE TERMINATES.

2. Use and Purpose of Easement(s).

This Easement shall be granted for the purpose of locating sanitary sewer(s) (hereinafter referred to as "Sewer(s)") and to permit and allow the city to enter at any time upon, over, under, through, and across into said Easement(s) herein described to use as much of the surface and sub-surface thereof to construct, replace, locate, rebuild, enlarge, reconstruct, patrol, repair (including the right to place and build additional Sewer(s) therein or to connect and/or join Sewer(s) and appurtenances thereto) and to forever maintain Sewer(s) whenever necessary within the Easement(s) granted herein. No structure or building of any kind whatsoever shall be erected upon property that is the subject of this Easement without the express written consent of the City.

3. Maintenance.

After the initial construction of the Sewer(s), and acceptance by the City, the City agrees, as part of the reconstruction, maintenance and patrolling of the Sewer(s), to restore and replace the Easement area(s) to substantially the same condition as prior to the time of entry or as agreed upon by the City and the Grantor(s), except the City shall not be required to replace landscaping, trees, shrubs, bushes, landscape elements, structures, or underground water systems nor shall the City be required to restore the Easement area by reason of settlement, depression, or any unknown conditions which arise subsequent to the restoration and/or replacing of the easement area; any subsequent restoration by reason of settlement, depression or any unknown conditions shall be the sole responsibility of the Grantor(s) at the Grantor(s)' sole expense.

4. Hold Harmless.

The Grantor(s) agrees to indemnify and hold harmless the City, its elected officials, employees, officers, agents, representatives, contractors, and attorneys from and against any and all claims or demands for liability, loss, damage, costs, expenses, or attorney's fees of any kind for actions or omissions of the Grantor(s) arising out of or in connection with any undertaking arising out of or otherwise related to this Easement.

5. Running of Benefits and Burdens.

The terms and conditions of this Easement are binding upon the Grantor including, but not limited to, future owners, developers, lessees or occupants. All provisions of this instrument, including benefits and burdens, run with the land and are binding upon and inure to the heirs, assigns, successors, tenants and personal representatives of the parties hereto.

6. Jurisdiction and Venue.

The City and the Grantor(s) agree the District Court of the State of Iowa shall have exclusive jurisdiction over the subject matter and enforcement of the terms and conditions of this Easement and said parties consent to the jurisdiction of the person being in Polk County, Iowa.

7. Words and Phrases.

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

8. Parties.

The term "City" as used herein shall refer to the City of West Des Moines, Iowa, its elected officials, agents, employees, officers, and contractors. The term "Grantor(s)" shall refer to Next Phase Development LLC, their heirs, assigns, successors-in-interest, or lessees, if any.

9. Attorney's Fees.

Either party may enforce this instrument by appropriate action, and should they prevail in such litigation they shall recover as part of their costs the reasonable attorney's fees incurred in such litigation.

10. Integration.

This Agreement shall constitute the entire Agreement between the parties and no amendments or additions to this Agreement shall be binding unless in writing and signed by both parties.

11. Paragraph Headings.

The paragraph headings in this Agreement are included solely for convenience and shall not affect or be used in connection with, the interpretation of this Agreement.

Dated this <sup>19<sup>th</sup></sup> day of April, 2016

By:   
Reid Tamisiea, Property Owner

By:   
Sara Tamisiea, Property Owner

CITY OF WEST DES MOINES, IOWA

\_\_\_\_\_  
Steven Gaer, Mayor

Attest:

\_\_\_\_\_  
Ryan Jacobson, City Clerk

STATE OF IOWA

)  
)SS

COUNTY OF POLK

On this 19<sup>th</sup> day of April, 2016 before me, the undersigned, a Notary Public in and for said County and State personally appeared Reid Tamisica, to me personally known, who being by me duly sworn, did say that he is President of Next Phase Development LLC, executing the within and foregoing instrument and acknowledged that he executed the same as his voluntary act and deed of the Next Phase Development LLC, by it and by him voluntarily executed.

*Hollie L. Davidson*



Notary Public in and for the State of Iowa

STATE OF IOWA

)  
)SS

COUNTY OF POLK

On this \_\_\_\_ day of \_\_\_\_\_, 2016, before me, the undersigned, a Notary Public in and for said County and State personally appeared Steven Gaer and Ryan Jacobson, to me personally known, who being by me duly sworn, did say that they are the Mayor and City Clerk of the City of West Des Moines, Iowa, a municipal corporation, executing the within and foregoing instrument and acknowledged that they executed the same as their voluntary act and deed of the City of West Des Moines, by it and by them voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of Iowa



WHEREAS, the City of West Des Moines requests that the above described properties be tied to prevent future sale of either parcel independent from the other;

NOW, THEREFORE, the following agreement is made:

Reid and Sara Tamisiea are the current owners of the properties legally described above, do hereby impose the following restrictions:

1. The two properties legally described above shall be combined by a Record of Lot Tie.
2. Once joined, no portion of said Properties shall be transferred, sold, or conveyed independent of the remainder of the Property, without re-platting the property or receiving specific written approval from the City of West Des Moines.

The terms and conditions of this document are binding upon the Owners including, but not limited to, future owners, developers, lessees or occupants. All provisions of this instrument, including benefits and burdens, run with the land and are binding upon and inure to the heirs, assigns, successors, tenants and personal representatives of the parties hereto.



Reid Tamisiea  
Property Owner



Sara Tamisiea  
Property Owner

Dated this 19<sup>th</sup> day of April, 2016.

STATE OF IOWA )  
 )SS  
COUNTY OF \_\_\_\_\_ )

On this 19<sup>th</sup> day of April, 2016, before me, the undersigned, a Notary Public in and for said County and State personally appeared Reid and Sara Tamisiea, to me personally known, who being by me duly sworn, did say that they are the owners of the two properties legally described above, executing the within and foregoing instrument and acknowledged that he executed the same as their voluntary act and deed and by them voluntarily executed.



Notary Public in and for the State of Iowa



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

**DATE: May 16, 2016**

**ITEM:** Resolution - Approval and Acceptance of a Temporary Easement Contracts and Temporary Construction Easements for the Ashworth Road Improvements Project – Phase I, Project Number 0510-044-2015

**FINANCIAL IMPACT:** \$8,170.00 (previously budgeted)

**BACKGROUND:** Property interests necessary for the Ashworth Road Improvements Project – Phase I have been acquired through negotiated Temporary Easement Contracts at the appraised fair market value from the owners shown on Exhibit “A”. The attached resolution approves the Easement Contracts and, for policy and title purposes, formally accepts the easements and authorizes the filing of all relevant documents. Costs associated with acquisition of the easements will be paid from Account No. 4281.75.820.6.7930.




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

**RECOMMENDATION:**

Adopt Resolution approving and accepting the Temporary Easement Contacts and Temporary Construction Easements for the Ashworth Road Improvements Project – Phase I.

**Lead Staff Member:** Duane Wittstock, Engineer

**STAFF REVIEWS**

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

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

Published In	
Dates(s) Published	

**SUBCOMMITTEE REVIEW (if applicable)**

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

RESOLUTION NO. \_\_\_\_\_

**AUTHORIZING APPROVAL AND ACCEPTANCE OF TEMPORARY EASEMENT  
CONTRACTS AND EASEMENTS FOR THE CONSTRUCTION OF THE ASHWORTH ROAD  
IMPROVEMENTS PROJECT - PHASE I, PROJECT NUMBER 0510-061-2015**

**WHEREAS**, on November 2, 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 temporary easement contracts for the acquisition of temporary construction easements necessary for the Project; and

**WHEREAS**, documents conveying property interests for easements necessary to complete the project have been presented to the City for approval; and

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

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

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

1. The documents described above conveying property interests to the City of West Des Moines, Iowa, are hereby approved and accepted.
2. The City Clerk is directed to certify the Council's approval and acceptance.
3. The City Attorney is authorized to take all steps necessary and consistent with the Temporary Easement Contracts 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 Temporary Easement Contracts.

**PASSED AND ADOPTED** this 16th day of May, 2016.

\_\_\_\_\_  
Steven K. Gaer, Mayor

ATTEST:

\_\_\_\_\_  
Ryan T. Jacobson  
City Clerk

**Exhibit "A"**

**ASHWORTH ROAD IMPROVEMENTS – PHASE I  
WDM PROJECT NO. 0510-044-2015**

<b><u>PARCEL #</u></b>	<b><u>PROPERTY OWNER</u></b>	<b><u>CONDEMNATION AWARD/ ACQUIRED PRICE-FMV</u></b>	
13	D&T Real Estate Holdings Corp. 6759 Ashworth Road	\$5,920.00	
28	Michael Glaza and Annette Hitchcock 7520 Ashworth Road	\$2,250.00	<b>*\$5,000 reduction in compensation in exchange for City replacing a portion of property owners' driveway</b>
	<b>TOTAL</b>	<b>\$8,170.00</b>	



CITY OF WEST DES MOINES  
CITY COUNCIL MEETING COMMUNICATION

DATE: May 16, 2016

ITEM: Resolution - Approval and Acceptance of Purchase Agreement and Deed for Veterans Parkway Phase 4 Project, Project Number 0510-021-2013

FINANCIAL IMPACT: \$34,820

BACKGROUND: Property interests necessary for the Veterans Parkway Phase 4 have been acquired through a negotiated Purchase Agreement at the appraised value from the owner shown on Exhibit "A". The attached resolution approves the Purchase Agreement and, for policy and title purposes, formally accepts the Deed and authorizes the filing of all relevant documents.




OUTSTANDING ISSUES (if any): None

RECOMMENDATION:

Adopt Resolution approving and accepting the Purchase Agreement and Deed for the Veterans Parkway Phase 4 Project.

Lead Staff Member: Duane Wittstock, Engineer

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes		

RESOLUTION NO. \_\_\_\_\_

**AUTHORIZING APPROVAL AND ACCEPTANCE OF PURCHASE AGREEMENT  
AND DEED FOR THE CONSTRUCTION OF THE VETERANS PARKWAY PHASE 4  
PROJECT, PROJECT NUMBER 0510-021-2013**

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

**WHEREAS**, the City of West Des Moines has negotiated a Purchase Agreement for the acquisition of property necessary for the Project; and

**WHEREAS**, documents conveying property interests necessary to complete the project have been presented to the City for approval; and

**WHEREAS**, the name of the property owner and the appraised value of the property to be acquired are attached hereto as Exhibit "A" and made a part of this resolution; and

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

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

1. The documents described above conveying property interests to the City of West Des Moines, Iowa, are hereby approved and accepted.
2. The City Clerk is directed to certify the Council's approval and acceptance.
3. The City Attorney is authorized to take all steps necessary and consistent with the Purchase Agreement to acquire the property 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 owner shown on the attached Exhibit "A" pursuant to the terms and conditions of the Purchase Agreement.

**PASSED AND ADOPTED** this 16<sup>th</sup> day of May, 2016.

\_\_\_\_\_  
Steven K. Gaer, Mayor

ATTEST:

\_\_\_\_\_  
Ryan T. Jacobson  
City Clerk

**Exhibit "A"**

**VETERANS PARKWAY PHASE 4  
WDM PROJECT NO. 0510-021-2013**

<b><u>PARCEL #</u></b>	<b><u>PROPERTY OWNER</u></b>	<b><u>CONDEMNATION AWARD/ ACQUIRED PRICE-FMV</u></b>
2016-17	Hurd Indiana, LLC SWC of SE Pine Avenue and the Great Western Trail	\$34,820.00
	<b>TOTAL</b>	<b>\$34,820.00</b>

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

**DATE: May 16, 2016**

**ITEM:** Resolution - Approval of Purchase Agreement and Easements for the Fox Creek Sanitary Sewer Improvements – Phase 2, Project Number 0510-005-2015

**FINANCIAL IMPACT:** \$98,800.00 (previously budgeted)

**BACKGROUND:** Permanent and Temporary Easements necessary for the Fox Creek Sanitary Sewer Improvements – Phase 2 have been acquired through a negotiated Purchase Agreement, from the owner shown on Exhibit “A”. The attached resolution approves the Purchase Agreement and, for policy and title purposes, formally accepts the Easements and authorizes the filing of all relevant documents. Costs associated with acquisition of the easements will be paid from Account No. 5061.80.820.6.7930.

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

**RECOMMENDATION:**

Adopt Resolution approving and accepting the Purchase Agreement and Easements for the Fox Creek Sanitary Sewer Improvements – Phase 2.

**Lead Staff Member:** Duane Wittstock, Engineer

**STAFF REVIEWS**

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

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

Published In	
Dates(s) Published	

**SUBCOMMITTEE REVIEW** (if applicable)

Committee	Public Works		
Date Reviewed			
Recommendation	Yes	No	Split

**RESOLUTION NO. \_\_\_\_\_**

**AUTHORIZING APPROVAL AND ACCEPTANCE OF PURCHASE AGREEMENT AND  
EASEMENTS FOR THE CONSTRUCTION OF THE  
FOX CREEK SEWER IMPROVEMENTS – PHASE 2, PROJECT NUMBER 0510-005-2015**

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

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

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

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

**WHEREAS**, documents conveying property interests for a permanent sanitary sewer easement and temporary construction easement and associated improvements have been presented to the City for approval; and

**WHEREAS**, the name of the property owner is attached hereto as Exhibit "A" and made a part of this resolution; and

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

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

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

**PASSED AND ADOPTED** this 16<sup>th</sup> day of May, 2016.

\_\_\_\_\_  
Steven K. Gaer, Mayor

ATTEST:

\_\_\_\_\_  
Ryan T. Jacobson, City Clerk

**Exhibit "A"**

**FOX CREEK SANITARY SEWER - PHASE 2 PROJECT  
PROJECT NUMBER 0510-005-2015**

<b><u>PARCEL #</u></b>	<b><u>PROPERTY OWNER</u></b>	<b><u>CONDEMNATION AWARD/ ACQUIRED PRICE-FMV</u></b>
23	Pavilion Park, LC c/o William Spencer Wendover Road	\$98,800.00
	<b>TOTAL</b>	<b>\$98,800.00</b>

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

**DATE: May 16, 2016**

**ITEM:** Resolution - Approval of Purchase Agreement and Easements for the Sugar Creek Sewer Extension Project, Project Number 0510-020-2013

**FINANCIAL IMPACT:** \$12,600.00 (previously budgeted)

**BACKGROUND:** Permanent and Temporary Easements necessary for the Sugar Creek Sewer Extension Project have been acquired through a negotiated Purchase Agreement, from the owner shown on Exhibit "A". The attached resolution approves the Purchase Agreement and, for policy and title purposes, formally accepts the Easements and authorizes the filing of all relevant documents. Costs associated with acquisition of the easements will be paid from Account No. 5085.80.820.6.7920.

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

**RECOMMENDATION:**

Adopt Resolution approving and accepting the Purchase Agreement and Easements for the Sugar Creek Sewer Extension Project.

**Lead Staff Member:** Duane Wittstock, Engineer

**STAFF REVIEWS**

Department Director	<del>Richard J. Soieszinski, City Attorney</del>
Appropriations/Finance	<i>[Signature]</i>
Legal	<i>[Signature]</i>
Agenda Acceptance	<i>RTJ</i>

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

Published In	
Dates(s) Published	

**SUBCOMMITTEE REVIEW (if applicable)**

Committee	Public Works		
Date Reviewed			
Recommendation	Yes	No	Split

RESOLUTION NO. \_\_\_\_\_

**AUTHORIZING APPROVAL AND ACCEPTANCE OF PURCHASE AGREEMENT AND  
EASEMENTS FOR THE CONSTRUCTION OF THE  
SUGAR CREEK SEWER EXTENSION PROJECT, PROJECT NUMBER 0510-020-2013**

**WHEREAS**, on December 1, 2014, the City Council approved the acquisition of property for the Sugar Creek Sewer Extension Project; and

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

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

**WHEREAS**, documents conveying property interests for a permanent sanitary sewer easement and temporary construction easement and associated improvements have been presented to the City for approval; and

**WHEREAS**, the name of the property owner is attached hereto as Exhibit "A" and made a part of this resolution; and

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

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

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

**PASSED AND ADOPTED** this 16<sup>th</sup> day of May, 2016.

\_\_\_\_\_  
Steven K. Gaer, Mayor

ATTEST:

\_\_\_\_\_  
Ryan T. Jacobson, City Clerk



**Exhibit "A"**

**SUGAR CREEK SEWER EXTENSION  
WDM PROJECT NO. 0510-020-2013**

<b><u>PARCEL #</u></b>	<b><u>PROPERTY OWNER</u></b>	<b><u>CONDEMNATION AWARD/ ACQUIRED PRICE-FMV</u></b>
2	Andrew and Ruth Holt Outlot X near South Tiburon Cove	\$12,600.00
	<b>TOTAL</b>	<b>\$12,600.00</b>

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

**DATE: May 16, 2016**

**ITEM:** Resolution - Approval and Acceptance of Condemnation Award for the South 50<sup>th</sup> Street Improvements Projects, Project Number 0510-061-2015

**FINANCIAL IMPACT:** \$29,500.00 (previously budgeted)

**BACKGROUND:** The City of West Des Moines is acquiring property necessary for the South 50th Street Improvement Projects. Due to the inability of the parties to reach a negotiated settlement, the City has condemned property owned by Robert and Jill Lauckner and/or Mortgage Electronic Registration Systems, Inc., necessary for the Project. On April 28, 2016, the Polk County Condemnation Commission made an award of \$29,500 for property necessary for the Project. Approval of the Condemnation Award will authorize deposit with the Polk County Sheriff. Costs associated with acquisition of the property interests and easements will be paid from Account No. 4103.75.820.6.7930.




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

**RECOMMENDATION:**

Approve the Condemnation Award for the acquisition of property necessary for the South 50<sup>th</sup> Street Improvements Projects.

**Lead Staff Member:** Duane Wittstock, Engineer

**STAFF REVIEWS**

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

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

Published In	
Dates(s) Published	

**SUBCOMMITTEE REVIEW (if applicable)**

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

**RESOLUTION AUTHORIZING APPROVAL AND ACCEPTANCE OF THE  
CONDEMNATION AWARD REGARDING THE SOUTH 50TH STREET  
IMPROVEMENTS PROJECT,  
PROJECT NUMBER 0510-061-2015**

**WHEREAS**, on September 21, 2015, the established the fair market value and authorized the acquisition of property and easements necessary for the construction of 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 condemned property necessary for the construction of the improvements for the Project; and

**WHEREAS**, the property owners and the condemnation award are shown on the attached 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 condemnation award is hereby approved and accepted.
2. The City Clerk is directed to certify the Council's approval and acceptance.
3. The City Legal Department is authorized to take all steps necessary consistent with the awards to acquire the property.
4. The Director of Finance is authorized to pay the award as shown on the attached Exhibit "A".

**PASSED AND ADOPTED** this 16th day of May, 2016.

\_\_\_\_\_  
Steven K. Gaer, Mayor

ATTEST:

\_\_\_\_\_  
Ryan T. Jacobson  
City Clerk

**Exhibit "A"**

**SOUTH 50TH STREET IMPROVEMENTS  
WDM PROJECT NO. 0510-061-2015**

<u>PARCEL #</u>	<u>PROPERTY OWNER</u>	<u>CONDEMNATION AWARD/ ACQUIRED PRICE-FMV</u>	
42	Robert and Jill Lauckner 4904 Westwood Drive	\$29,500.00	<b>*Condemnation Award: includes additional \$4,500</b>
	<b>TOTAL</b>	<b>\$29,500.00</b>	

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

**ITEM:** Resolution – Authorizing the City Manager the Authority to Submit Grant Applications on behalf of the City

**DATE:** May 16, 2016

**FINANCIAL IMPACT:** None

**BACKGROUND:** From time to time grant opportunities are discovered with lead times and deadlines that do not necessarily align with scheduled City Council meetings. Typically grants involve both an award of money to the City which are accompanied with restrictions, covenants, or requirements, including a local match of funds in many cases.

Approval of this action would: (1) establish an “ad hoc” staff committee to review and vet grant applications and recommend those worthy of submittal, and (2) authorize the City Manager to sign and submit those grant applications which are deemed by the committee to be in the best interest of the City.

If a grant is applied for and awarded, Council action will still be required to accept the grant.

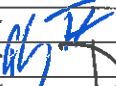


Staff recommends that the Grant Review Committee consist of one City Council Member (Chair of the Council Finance & Administration Committee), the City Manager, the Finance Director, and City Attorney. This structure would allow for adequate research and analysis of grant obligations while maintaining the flexibility needed to meet short deadlines.

**OUTSTANDING ISSUES:** None

**RECOMMENDATION:** City Council Adopt a Resolution establishing a Grant Review Committee and authorizing the City Manager to the Authority to Submit Grand Applications on behalf of the City of West Des Moines.

**Lead Staff Member:** Tom Hadden, City Manager 

**STAFF REVIEWS**

Department Director	Tom Hadden, City Manager
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			
Date Reviewed			
Recommendation	Yes	No	Split

**RESOLUTION ESTABLISHING A GRANT REVIEW COMMITTEE AND AUTHORIZING THE CITY MANAGER THE AUTHORITY TO SUBMIT GRANT APPLICATIONS ON BEHALF OF THE CITY OF WEST DES MOINES**

**WHEREAS**, from time to time the City is made aware of financial grant opportunities that have the potential to enhance the City; and,

**WHEREAS**, the application submittal time on some grant opportunities is extremely limited; and,

**WHEREAS**, the City Manager and members of a proposed internal review committee have intimate knowledge of the operation and needs of the City; and

**WHEREAS**, the acceptance of any grants would remain the sole purview of the City Council;

**THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA**, that a committee consisting of one City Council Member, the City Manager, the Finance Director, and City Attorney be established for the purpose of internally reviewing grant applications and that, unless Council approval is specifically required by the granting organization, authorization is given to the City Manager to submit grant applications on behalf of the City.

**PASSED AND APPROVED** this 16th day of May, 2016.

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Steven K. Gaer, Mayor

ATTEST:

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Ryan T. Jacobson, City Clerk

NO CHANGE FROM PREVIOUS READING

CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

Date: May 16, 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

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

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.

Previous City Council Action:

Vote: 5-0 approval
Date: May 2, 2016
Motion: Approve the first reading of the amendment to the Title 9, Zoning Code, Chapter 2, Chapter 6, Chapter 10, and Chapter 15.

OUTSTANDING ISSUES: There are no outstanding issues.

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 second reading of the ordinance, waive the third reading of the ordinance and pass the ordinance in final form.

Lead Staff Member: Kara Tragesser, AICP

Staff Reviews:

Table with 2 columns: Review Category, Reviewer. Rows include Department Director, Appropriations/Finance, Legal, and Agenda Acceptance with handwritten initials.

PUBLICATION(S) (if applicable)

Table with 2 columns: Field, Value. Fields include Published In, Date(s) Published, and Letter sent to surrounding property owners.

SUBCOMMITTEE REVIEW (if applicable)

Table with 2 columns: Field, Value. Fields include Committee, Date Reviewed, and Recommendation.

ATTACHMENTS:

Exhibit I - Ordinance

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 Mini-warehousing 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 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 <del>Miniwarehouse and Self-Service Storage Facility Storage</del> )	*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
<del>Miniwarehouses and Exterior Unit Access Self-Service Storage Facility-Storage Including Manager's Quarters</del>	*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
<del>Indoor Access Self-Service Storage Facility</del>	*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

**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

NO CHANGE FROM PREVIOUS READING

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

Date: May 16, 2016

**ITEM:** Majestic Oaks, Generally located at the NW corner of Stagecoach Drive and S95th Street – Rezone approximately 17 acres from Residential Single Family (R-1) to Planned Unit Development (PUD) to allow for the construction of a 16 lot single family development – John (Alex) Wick – ZC- 003047-2016

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

**FINANCIAL IMPACT:** Undetermined.

**BACKGROUND:** The applicant, John (Alex) Wick, is requesting to rezone approximately 17 acres from Residential Single Family (R-1) to Planned Unit Development (PUD) to allow for the construction of a 16 lot single family development.

Previous Council Action:

Vote: 5-0 approval

Date: May 2, 2016

Motion: Approval of the First Reading of the ordinance.

**OUTSTANDING ISSUES:** There are no outstanding issues.

**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 second reading, waive the third reading and adopt the ordinance in final form.

Lead Staff Member: J. Bradley Munford *JBM*

**Staff Reviews:**

Department Director	<i>LS</i>
Appropriations/Finance	
Legal	
Agenda Acceptance	<i>RS RTJ</i>

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

Published In	Des Moines Register Community Section	
Date(s) Published	4/15/16	
Letter sent to surrounding property owners	4/12/16	

**SUBCOMMITTEE REVIEW (if applicable)**

Committee	Development & Planning		
Date Reviewed	4/18/16		
Recommendation	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Split <input type="checkbox"/>

**ATTACHMENTS:**

Exhibit I - Proposed Rezoning Ordinance

Prepared by: J.B. Munford, Development Services, PO Box 65320 West Des Moines IA 50265-0320 (515) 222-3620  
When Recorded, Return to: City Clerk, City of West Des Moines, P. O. Box 65320, West Des Moines, IA 50265-0320

**ORDINANCE NO.**

**AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP AND THE CITY CODE OF THE CITY OF WEST DES MOINES, IOWA, 2014, BY AMENDING TITLE 9, ZONING, CHAPTER 9, PLANNED UNIT DEVELOPMENT DISTRICT, PERTAINING TO P.U.D. (PLANNED UNIT DEVELOPMENT) DISTRICT REGULATIONS AND GUIDELINES.**

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

**SECTION 1. AMENDMENT:** Amend the Zoning Map of the City of West Des Moines, Iowa, by rezoning the following legally described property from Single Family Residential (R-1) to **Majestic Oaks Planned Unit Development (PUD)** of West Des Moines, Iowa:

**Legal Description**

OUTLOT 'X' OF TIBURON, AN OFFICIAL PLAT RECORDED IN BOOK 2014, PAGE 5707 AT THE DALLAS COUNTY RECORDER'S OFFICE AND A PARCEL OF LAND IN THE SW1/4 SW1/4 OF SECTION 15, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE 5<sup>TH</sup> P.M., ALL IN THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA THAT IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NE CORNER OF SAID SW1/4 SW1/4, SAID NE CORNER ALSO BEING THE SE CORNER OF SAID OUTLOT 'X'; THENCE S00°10'19"W, 1314.38 ALONG THE EAST LINE OF SAID SW1/4 SW1/4 TO THE SE CORNER OF SAID SW1/4 SW1/4; THENCE S83°59'42"W, 385.51 FEET ALONG THE SOUTH LINE OF SAID SW1/4 SW1/4 TO A POINT; THENCE N83°28'17"W, 96.67 FEET TO A POINT; THENCE N53°09'58"W, 65.27 FEET TO A POINT; THENCE N14°05'42"W, 31.75 FEET TO A POINT; THENCE N42°25'18"E, 80.78 FEET TO A POINT; THENCE N22°46'31"E, 51.52 FEET TO A POINT; THENCE N31°21'13"E, 83.02 FEET TO A POINT; THENCE N70°05'28"E, 92.77 FEET TO A POINT; THENCE N32°55'08"E, 48.01 FEET TO A POINT; THENCE N14°59'27"E, 41.77 FEET TO A POINT; THENCE N29°07'47"W, 65.31 FEET TO A POINT; THENCE N15°19'52"W, 208.81 FEET TO A POINT; THENCE N11°08'55"W, 102.56 FEET TO A POINT; THENCE N36°07'20"W, 54.54 FEET TO A POINT; THENCE N84°48'52"W, 108.64 FEET TO A POINT; THENCE N75°40'50"W, 73.63 FEET TO A POINT; THENCE N35°12'35"W, 82.79 FEET TO A POINT; THENCE N06°20'06"W, 76.12 FEET TO A POINT; THENCE N14°40'23"E, 82.44 FEET TO A POINT; THENCE N03°23'37"E, 64.09 FEET TO A POINT; THENCE N09°50'39"W, 79.55 FEET TO A POINT; THENCE N16°31'21"W, 116.49 FEET TO A POINT ON THE NORTH LINE OF SAID SW1/4 SW1/4, SAID POINT ALSO BEING THE SW CORNER OF SAID OUTLOT 'X'; THENCE N00°38'03"E, 163.14 FEET ALONG THE WEST LINE OF SAID OUTLOT 'X' TO THE NW CORNER OF SAID OUTLOT 'X'; THENCE N83°51'55"E, 352.46 FEET ALONG THE NORTH LINE OF SAID OUTLOT 'X' TO A POINT; THENCE S00°38'03"W, 103.20 FEET ALONG SAID

NORTH LINE TO A POINT; THENCE N83°27'22"E, 350.20 FEET ALONG SAID NORTH LINE TO THE NE CORNER OF SAID OUTLOT 'X', SAID NE CORNER ALSO BEING ON THE EAST LINE OF THE NW1/4 SW1/4 OF SAID SECTION 15; THENCE S00°39'45"W, 62.23 FEET ALONG THE EAST LINE OF SAID OUTLOT 'X' AND SAID NW1/4 SW1/4 TO THE POINT OF BEGINNING AND CONTAINING 17.00 ACRES

**SECTION 2. SKETCH PLAN:** Attached hereto and made a part of this rezoning approval, for concept description and delineation is the Sketch Plan Document for the Majestic Oaks PUD marked Exhibit "A". Wherever conflict occurs between the written text in this document and the notations on the Sketch Plan, the written text shall prevail. The Sketch Plan is a graphic representation of the property included in the PUD delineating the approximate location and configuration of the Parcels for the purpose of easier reference for the applicable regulations of this Ordinance.

**SECTION 3. REQUIRED PLANS:** Prior to or in conjunction with development of any portion of the property covered by this PUD, said area shall be Preliminary and Final platted in accordance with the City's Subdivision Ordinance.

**SECTION 4. INTENT OF THE MAJESTIC OAKS PUD:** To create a single-family residential development that balances the development of homes and the **channel pattern** of Sugar Creek.

**SECTION 5. CONDITIONS:** Whereas, Title 9, Chapter 9, Planned Unit Development District of the City Code, establishes certain regulations and guidelines pertaining to accompanying information required on plat documents. In addition, the following conditions, restrictions, and regulations are adopted as part of this approval:

- A. General Conditions: In addition to the PUD Sketch Plan Map, the following general development criteria shall be integrated into and made a part of this planned unit development.
1. General Conformance to Subdivision Ordinance: All subdivisions, public and private streets and street rights-of-way and general development shall adhere to the standards and design criteria set forth in the West Des Moines Subdivision Ordinance and/or established City policies pertaining thereto, unless otherwise stated within this Ordinance.
  2. General Conformance to Zoning Ordinance: Unless otherwise specified herein, the development of the Majestic Oaks PUD shall comply with the provisions of the Title 9, "Zoning", of the city code or any other applicable codes.
  3. Flood Hazard: In all areas within a 100-year frequency flood hazard zone, or adjoining drainage ways, and detention ponding areas involving potential flood hazards, no building shall be erected which has a minimum opening elevation (including top of window well) less than three feet (3') above the determined level of the 100-year frequency flood event.
  4. Developer Responsibilities: The Developer, their successors and/or assigns, if any, shall pay all planning, engineering, and construction costs for the development of the planned unit development, as required by this Ordinance, or the Subdivision Ordinance of the City of West Des Moines, Iowa for all streets, storm sewers, sanitary sewers, drainageway improvements, detention basins, water mains, buffers and other improvements within the PUD as may be required within the Majestic Oaks PUD, Subdivision Ordinances, and Zoning Ordinances, unless otherwise approved by the City Council.
  5. Public Street Improvements and Right-Of-Way Dedication: At time of subdivision platting within the PUD, the subdivider shall be responsible for construction and/or installation of all required public infrastructure improvements in accordance with the City's Subdivision Ordinance, as indicated herein, and/or as indicated on the approved Majestic Oaks PUD Sketch Proposal. With any subdivision plat within the PUD, the subdivider shall be responsible for constructing and/or installing the public infrastructure necessary to support development within the subdivision in a manner that will assure that the public infrastructure functions at an acceptable level of service (per the City's Comprehensive Plan) and that complies with all City Ordinances.

6. **Sanitary Sewer:** Any proposed change in approved land use densities for the PUD will require an analysis of the downstream sanitary sewer capacity to assure that adequate capacity is available for the proposed change in approved land use densities.
7. **Street Lighting:** The Developer shall be responsible for all costs associated with the installation of public street lights within or adjacent to any area proposed to be platted.
8. **Mailboxes:** The Developer shall be responsible for installation of any required Cluster Box Units (CBUs) as per the local U.S. Postal Service Post Office.

**SECTION 6. PARK LAND DEDICATION:** An area of land calculated by a set formula based upon the size and density of the proposed development will be required to be dedicated for purposes of a public park and greenway areas. The parkland requirements for this development will be provided by the dedication of greenway lands located along the west side of Sugar Creek, or by another means set forth by the Parks and Recreation Department. The greenway lands are part of same overall property, held under same ownership, and would be deeded to the City upon any future platting of this property. A Parkland Dedication Agreement, acceptable to the Parks and Recreation Department, detailing the specifics related to the provision of parkland dedication requirements for the development of each area contained within the PUD will be required to be executed prior to the approval of each Final Plat for parcels within the development.

**SECTION 7. MASTER PROPERTY OWNERS ASSOCIATION:** In conjunction with the recordation of the first Final Plat for ground included within this development, proper action shall be taken to establish a Majestic Oaks property owners association. The association shall encompass all property included in this PUD. Association documents are intended to provide that general maintenance of each outlot area associated with Lots 1-14, including general maintenance of the stream bank, shall be the responsibility of the associated residential lot. Sugar Creek bank stabilization activities and repair due to erosion shall be the collective responsibility of the Majestic Oaks property owners association, not the individual lots. Maintenance responsibilities for Outlot Z and any other common grounds shall be defined within the association documents.

**SECTION 8. LAND USE DESIGN CRITERIA:** In addition to the general criteria as stated previously, the following land use design criteria shall apply to the development areas designated on the Sketch Plan. The following development standards and use regulations shall apply to the development parcels:

- A. All general use regulations and provisions set forth in Title 9, Zoning of the West Des Moines City Code for Residential Single Family (R-1) Zoning District shall apply to any development proposal for property in Parcel A as shown on the sketch plan, unless noted otherwise in this ordinance.
  1. **Front Yard Building Setbacks:** All residential dwelling structures shall comply with a minimum twenty-five foot (25') front yard setback as measured to the closest element, including porches, except for garages which must be setback a distance of thirty feet (30') as measured from the garage door opening to the front property line. Porches are not allowed to extend into the front yard setback.
  2. **Rear Yard Building Setbacks:**
    - a. Lots 1-14: All dwelling structures, attached accessory structures such as decks, sunrooms, porches, and detached garages shall comply with a forty foot (40') rear yard setback as measured from rear property line of the lot containing the dwelling structure (not the rear boundary of an associated outlot) and shall be contained within the area created between the front and rear yard setbacks. Gazebos, play structures, sheds, swimming pools, etc. may be located within the rear yard setback but shall not be located within the associated outlot.
    - b. Lots 15-16 shall comply with a minimum thirty-five foot (35') rear yard setback as set forth in the Residential Single Family (R-1) Zoning District.
  3. **Side Yard Setbacks:** All lots shall comply with minimum side yard setbacks as set forth in the Residential Single Family (R-1) Zoning District. Outlot X is intended to be lot tied to Lot 1 and become part of the buildable lot, therefore, the south side yard setback within Lot 1 shall be measured from the southern boundary line of Outlot X.



4. No structures of any kind, including fences, shall be located within the outlots associated with Lots 1-14. These outlots are intended for drainage and floodplain management.
5. Outlot Z is unbuildable until such time that it is replatted through the City's Subdivision process. A development ground monument sign and landscape vegetation may be located within the outlot without replatting.

**SECTION 12. SIGNAGE REGULATION:** Signage for the development shall comply with all provisions of Title 9, Chapter 18 for the Single Family Residential (R-1) district.

**SECTION 13. STORM WATER MANAGEMENT:** Majestic Oaks Storm Water Management Plan shall be prepared in conjunction with the Preliminary Platting of property within the PUD. Said Storm Water Management Plans shall be prepared by a Professional Engineer licensed in the State of Iowa. Storm Water Management Plans shall comply with the City's current design standards for storm water management. The method of storm water management and the storm water conveyance system shall be determined prior to City approval of a plat for any portion of the property within the Majestic Oaks PUD.

At time of platting or development, ownership and responsibility for any storm water detention areas and private storm water detention outlet structures required will need to be established.

**SECTION 14. TRAFFIC REPORTS:** A Traffic Impact Study (Traffic Report) dated January 27, 2015, has been prepared by the City of West Des Moines for the Majestic Oaks development.

**SECTION 15. SAVINGS CLAUSE:** If any section, provision, sentence, clause, phrase or part of the Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any provision, section, subsection, sentence, clause, phrase or part hereof not adjudged invalid or unconstitutional.

**SECTION 16. EFFECTIVE DATE:** This Ordinance shall be in full force and effect after its passage, approval and publication as provided by law.

Passed and approved by the City Council on this \_\_\_\_ day of \_\_\_\_\_ 2016.

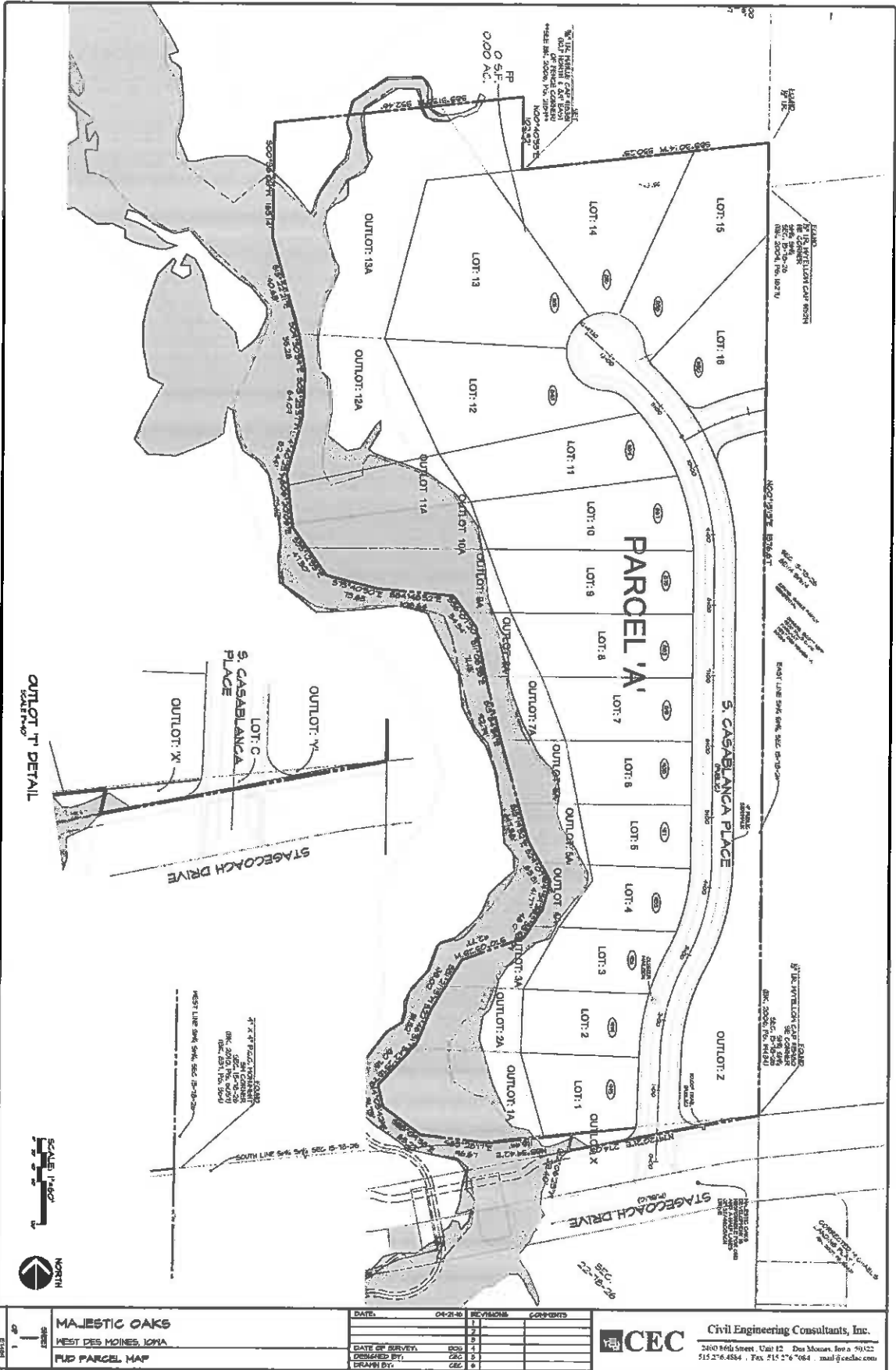
\_\_\_\_\_  
Steven K. Gaer, Mayor

**ATTEST:**

\_\_\_\_\_  
Ryan T. Jacobson, City Clerk

I certify that the foregoing was published as Ordinance No. \_\_\_\_\_ on the \_\_\_\_ day of \_\_\_\_\_ 2016.

\_\_\_\_\_  
Ryan T. Jacobson, City Clerk



**NO CHANGE FROM PREVIOUS READING**

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

**DATE: May 16, 2016**

**ITEM:** Mill Ridge, Generally located at the Southwest corner of S. 88<sup>th</sup> Street and Stagecoach Drive – Vacate right-of-way for approximately 1,200 feet of Harper Lane and S 91<sup>st</sup> Street between Harper Lane and Sugar Creek Drive – Hubbell Realty Company – VAC-003027-2016

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

**FINANCIAL IMPACT:** Undetermined.

**BACKGROUND:** The applicant, Hubbell Realty Company, represented by Josh Trygstad of Civil Design Advantage, is requesting approval of the vacation of Public Street rights-of-way for that portion of Harper Lane situated east of proposed Radley Street and that portion of S 91<sup>st</sup> Street located between Harper Lane and Sugar Creek Drive. The vacation requests are being made as a result of layout changes between that proposed with the Mill Ridge development and that intended when the Tallyn’s Reach development was originally planned.

**Previous Council Action:**

Vote: 5-0 Approval

Date: May 2, 2016

Motion: Approval First Reading

**OUTSTANDING ISSUES:** There are no outstanding issues.

**RECOMMENDATION:** Based upon the preceding review and a finding of consistency with the Comprehensive Plan, staff recommends the City Council approve the second reading, waive the third reading and adopt the ordinance for the vacation of right-of-way in final form, subject to the applicant meeting all City Code requirements.

Lead Staff Member: J. Bradley Munford *JBM*

**STAFF REVIEWS**

Department Director	<i>LS</i>
Appropriations/Finance	
Legal	<i>JBW</i>
Agenda Acceptance	<i>RTG</i>

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

Published In	Des Moines Register
Date(s) Published	April 15, 2016
Letter sent to surrounding property owners	April 12, 2016

**SUBCOMMITTEE REVIEW (if applicable)**

Committee	Development & Planning		
Date Reviewed	April 18, 2016		
Recommendation	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Split <input type="checkbox"/>

**ATTACHMENTS:**

Exhibit I - Proposed Ordinance – Vacation of Street Rights-of-Way  
Exhibits A-C Rights-of-Way Exhibits

Prepared by: J.B. Munford, Development Services, P. O. Box 65320, West Des Moines, IA 50265-0320, (515) 222-3620  
When Recorded, Return to: City Clerk, City of West Des Moines, P. O. Box 65320, West Des Moines, IA 50265-0320

**ORDINANCE NO.**

**AN ORDINANCE OF THE CITY OF WEST DES MOINES, IOWA, VACATING APPROXIMATELY 1,200 FEET OF HARPER LANE AND S 91<sup>ST</sup> STREET BETWEEN HARPER LANE AND SUGAR CREEK DRIVE WITHIN PROPOSED MILL RIDGE DEVELOPMENT**

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

**SECTION 1.** Pursuant to Title 7, Chapter 1, Section 10 of the West Des Moines City Code, "VACATION AND DISPOSAL" the following City rights-of-way legally described below and as illustrated on the attached exhibits are hereby vacated. The City, at its sole discretion, may then convey vacated properties in accordance with its vacation and conveyance policy.

PART OF STREET LOT 'F', CORRECTED MICHAEL'S LANDING PLAT 1, AN OFFICIAL PLAT IN THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF OUTLOT 'N', SAID CORRECTED MICHAEL'S LANDING PLAT 1; THENCE NORTHEASTERLY ALONG THE NORTH LINE OF SAID STREET LOT 'F' AND A CURVE CONCAVE NORTHWESTERLY WHOSE RADIUS IS 2515.00 FEET, WHOSE ARC LENGTH IS 76.36 FEET, AND WHOSE CHORD BEARS NORTH 88°09'51" EAST, 76.35 FEET; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE NORTHWESTERLY WHOSE RADIUS IS 25.00 FEET, WHOSE ARC LENGTH IS 16.16 FEET, AND WHOSE CHORD BEARS SOUTH 69°07'00" WEST, 15.88 FEET; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE NORTHWESTERLY WHOSE RADIUS IS 2520.00 FEET, WHOSE ARC LENGTH IS 197.23 FEET, AND WHOSE CHORD BEARS SOUTH 89°52'46" WEST, 197.18 FEET; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE NORTHEASTERLY WHOSE RADIUS IS 25.00 FEET, WHOSE ARC LENGTH IS 16.16 FEET, AND WHOSE CHORD BEARS NORTH 69°21'27" WEST, 15.88 FEET TO THE NORTH LINE OF SAID STREET LOT 'F'; THENCE SOUTHEASTERLY ALONG SAID NORTH LINE AND A CURVE CONCAVE NORTHEASTERLY WHOSE RADIUS IS 2515.00 FEET, WHOSE ARC LENGTH IS 150.60 FEET, AND WHOSE CHORD BEARS SOUTH 89°15'03" EAST, 150.58 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.02 ACRES (1,088 SQUARE FEET).

AND

PART OF STREET LOT 'F', CORRECTED MICHAEL'S LANDING PLAT 1, AN OFFICIAL PLAT IN THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF OUTLOT '0', SAID CORRECTED MICHAEL'S LANDING PLAT 1; THENCE NORTHWESTERLY ALONG THE SOUTH LINE OF SAID STREET LOT 'F' AND A CURVE CONCAVE NORTHEASTERLY WHOSE RADIUS IS 2585.00 FEET, WHOSE ARC LENGTH IS 149.46 FEET, AND WHOSE CHORD BEARS NORTH 89°16'01" WEST, 149.43 FEET; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE SOUTHEASTERLY WHOSE RADIUS IS 25.00 FEET, WHOSE ARC LENGTH IS 16.02 FEET, AND WHOSE CHORD BEARS NORTH 73°42'21" EAST, 15.74 FEET; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE NORTHWESTERLY WHOSE RADIUS IS 2580.00 FEET, WHOSE ARC LENGTH IS 193.39 FEET, AND WHOSE CHORD BEARS NORTH 89°54'39" EAST, 193.35 FEET; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE SOUTHWESTERLY WHOSE RADIUS IS 25.00 FEET, WHOSE ARC LENGTH IS 16.02 FEET, AND WHOSE CHORD BEARS SOUTH 73°53'03" EAST, 15.74 FEET TO THE SOUTH LINE OF SAID STREET LOT 'F'; THENCE SOUTHWESTERLY ALONG SAID SOUTH LINE AND A CURVE CONCAVE NORTHWESTERLY WHOSE RADIUS IS 2585.00 FEET, WHOSE ARC LENGTH IS 74.20 FEET, AND WHOSE CHORD BEARS SOUTH 88°15'16" WEST, 74.19 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.02 ACRES (1,070 SQUARE FEET).

AND

STREET LOT 'T', CORRECTED MICHAEL'S LANDING PLAT 1, AN OFFICIAL PLAT IN THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA AND CONTAINING 1.02 ACRES (44,321 SQUARE FEET).

AND

PART OF STREET LOT 'F', CORRECTED MICHAEL'S LANDING PLAT 1, AN OFFICIAL PLAT IN THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID STREET LOT 'F'; THENCE SOUTH 0°29'50" WEST ALONG THE EAST LINE OF SAID STREET LOT 'F', 101.41 FEET; THENCE NORTH 44°32'36" WEST, 70.66 FEET; THENCE SOUTHWESTERLY ALONG THE SOUTH LINE OF SAID STREET LOT 'F' AND A CURVE CONCAVE SOUTHEASTERLY WHOSE RADIUS IS 1465.00 FEET, WHOSE ARC LENGTH IS 169.64 FEET, AND WHOSE CHORD BEARS SOUTH 86°37'04" WEST, 169.54 FEET; THENCE SOUTH 83°18'02" WEST ALONG SAID SOUTH LINE, 892.95 FEET; THENCE SOUTHWESTERLY ALONG SAID SOUTH LINE AND A CURVE CONCAVE NORTHWESTERLY WHOSE RADIUS IS 2585.00 FEET, WHOSE ARC LENGTH IS 115.16 FEET, AND WHOSE CHORD BEARS SOUTH 84°34'36" WEST, 115.15 FEET; THENCE NORTH 0°37'08" EAST, 70.25 FEET TO THE NORTH LINE OF SAID STREET LOT 'F'; THENCE NORTHEASTERLY ALONG SAID NORTH LINE AND A CURVE CONCAVE NORTHWESTERLY WHOSE RADIUS IS 2515.00 FEET, WHOSE ARC LENGTH IS 106.21 FEET, AND WHOSE CHORD BEARS NORTH 84°30'37" EAST, 106.20 FEET; THENCE NORTH 83°18'02" EAST, 87.53 FEET; THENCE SOUTH 0°29'50" WEST ALONG SAID NORTH LINE, 35.28 FEET; THENCE NORTH 83°18'02" EAST ALONG SAID NORTH LINE, 1035.15 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.20 ACRES (52,256 SQUARE FEET).

**SECTION 2. SAVINGS CLAUSE.** If any section, provision, sentence, clause, phrase or part of the Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any provision, section, subsection, sentence, clause, phrase or part hereof not adjudged invalid or unconstitutional.

**SECTION 3. EFFECTIVE DATE.** This Ordinance shall be in full force and effect after its passage, approval and publication as provided by law.

**PASSED AND APPROVED** by the City Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Steven K. Gaer, Mayor

ATTEST:

\_\_\_\_\_  
Ryan T. Jacobson  
City Clerk

I certify that the foregoing was published as Ordinance No. \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Ryan T. Jacobson  
City Clerk

RETURN TO: CIVIL DESIGN ADVANTAGE, 3405 SE CROSSROADS DRIVE, SUITE G, GRIMES, IA. 50111, PH: 369-4400 FAX: 369-4410

**EXHIBIT 'A' - VACATION PLAT**

**OWNER**

CITY OF WEST DES MOINES

**APPLICANT**

HUBBELL REALTY COMPANY  
CONTACT: JOE PIETRUSZYNSKI  
6900 WESTOWN PARKWAY  
WEST DES MOINES, IA 50266  
PH: (515) 280-2059

**ENGINEER/SURVEYOR**

CIVIL DESIGN ADVANTAGE  
CONTACT: JOSH TRYGSTAD  
EMAIL: JOSHT@CDA-ENG.COM  
GRIMES, IA 50111  
PH: (515) 369-4400  
FX: (515) 369-4410

**ORIGINAL PARCEL DESCRIPTION:**

STREET LOT 'F', CORRECTED MICHAEL'S LANDING PLAT 1, AN OFFICIAL PLAT IN THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA AND CONTAINING 4.75 ACRES (207,088 SQUARE FEET).

**RIGHT OF WAY VACATION DESCRIPTION:**

PART OF STREET LOT 'F', CORRECTED MICHAEL'S LANDING PLAT 1, AN OFFICIAL PLAT IN THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF OUTLOT 'N', SAID CORRECTED MICHAEL'S LANDING PLAT 1; THENCE NORTHEASTERLY ALONG THE NORTH LINE OF SAID STREET LOT 'F' AND A CURVE CONCAVE NORTHWESTERLY WHOSE RADIUS IS 2515.00 FEET, WHOSE ARC LENGTH IS 76.36 FEET, AND WHOSE CHORD BEARS NORTH 88°09'51" EAST, 76.35 FEET; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE NORTHWESTERLY WHOSE RADIUS IS 25.00 FEET, WHOSE ARC LENGTH IS 16.16 FEET, AND WHOSE CHORD BEARS SOUTH 69°07'00" WEST, 15.88 FEET; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE NORTHWESTERLY WHOSE RADIUS IS 2520.00 FEET, WHOSE ARC LENGTH IS 197.23 FEET, AND WHOSE CHORD BEARS SOUTH 89°52'46" WEST, 197.18 FEET; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE NORTHEASTERLY WHOSE RADIUS IS 25.00 FEET, WHOSE ARC LENGTH IS 16.16 FEET, AND WHOSE CHORD BEARS NORTH 69°21'27" WEST, 15.88 FEET TO THE NORTH LINE OF SAID STREET LOT 'F'; THENCE SOUTHEASTERLY ALONG SAID NORTH LINE AND A CURVE CONCAVE NORTHEASTERLY WHOSE RADIUS IS 2515.00 FEET, WHOSE ARC LENGTH IS 150.60 FEET, AND WHOSE CHORD BEARS SOUTH 89°15'03" EAST, 150.58 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.02 ACRES (1,088 SQUARE FEET).

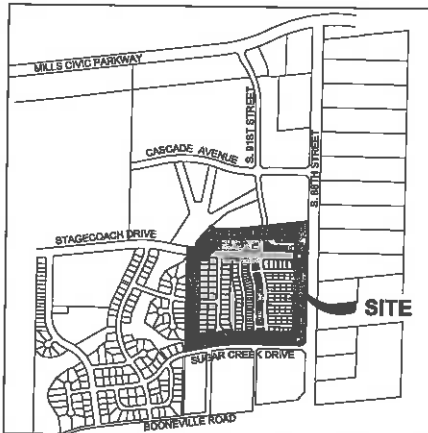
**RIGHT OF WAY VACATION DESCRIPTION:**

PART OF STREET LOT 'F', CORRECTED MICHAEL'S LANDING PLAT 1, AN OFFICIAL PLAT IN THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF OUTLOT 'O', SAID CORRECTED MICHAEL'S LANDING PLAT 1; THENCE NORTHWESTERLY ALONG THE SOUTH LINE OF SAID STREET LOT 'F' AND A CURVE CONCAVE NORTHEASTERLY WHOSE RADIUS IS 2585.00 FEET, WHOSE ARC LENGTH IS 149.46 FEET, AND WHOSE CHORD BEARS NORTH 89°16'01" WEST, 149.43 FEET; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE SOUTHEASTERLY WHOSE RADIUS IS 25.00 FEET, WHOSE ARC LENGTH IS 16.02 FEET, AND WHOSE CHORD BEARS NORTH 73°42'21" EAST, 15.74 FEET; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE NORTHWESTERLY WHOSE RADIUS IS 2580.00 FEET, WHOSE ARC LENGTH IS 193.39 FEET, AND WHOSE CHORD BEARS NORTH 89°54'39" EAST, 193.35 FEET; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE SOUTHWESTERLY WHOSE RADIUS IS 25.00 FEET, WHOSE ARC LENGTH IS 16.02 FEET, AND WHOSE CHORD BEARS SOUTH 73°53'03" EAST, 15.74 FEET TO THE SOUTH LINE OF SAID STREET LOT 'F'; THENCE SOUTHWESTERLY ALONG SAID SOUTH LINE AND A CURVE CONCAVE NORTHWESTERLY WHOSE RADIUS IS 2585.00 FEET, WHOSE ARC LENGTH IS 74.20 FEET, AND WHOSE CHORD BEARS SOUTH 88°15'16" WEST, 74.19 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.02 ACRES (1,070 SQUARE FEET).

**VICINITY MAP**

NOT TO SCALE



WEST DES MOINES, IOWA

FILE: H:\2013\1304147\DWG\1304147-EASEMENT-ROW-1.DWG  
FILE DATE: 3/8/16 DATE PLOTTED: 3/8/2016 12:48 PM  
PLOTTED BY: SHERRY DUNN

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1304.147

**PT OUTLOT 'N', CORRECTED  
MICHAEL'S LANDING PLAT 1  
VACATION PLAT**

WEST DES MOINES, IOWA

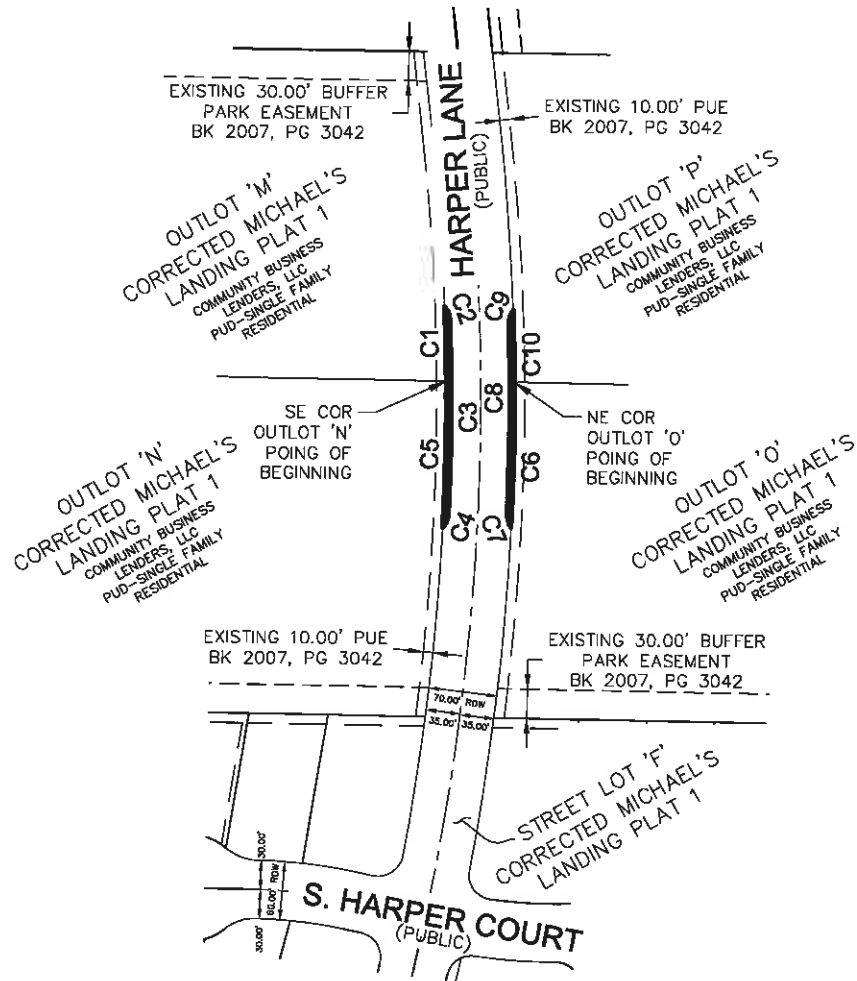


CIVIL DESIGN ADVANTAGE

3405 SE CROSSROADS DRIVE, SUITE G  
GRIMES, IOWA 50111

PH: (515) 369-4400 Fax: (515) 369-4410

### EXHIBIT 'A' - VACATION PLAT



#### CURVE DATA

CURVE	DELTA	RADIUS	LENGTH	BEARING	CHORD
C1	1°44'22"	2515.00'	76.36'	N88°09'51"E	76.35'
C2	37°02'30"	25.00'	16.16'	S69°07'00"W	15.88'
C3	4°29'03"	2520.00'	197.23'	S89°52'46"W	197.18'
C4	37°02'30"	25.00'	16.16'	N69°21'27"W	15.88'
C5	3°25'51"	2515.00'	150.60'	S89°15'03"E	150.58'
C6	3°18'45"	2585.00'	149.46'	N89°16'01"W	149.43'
C7	36°42'17"	25.00'	16.02'	N73°42'21"E	15.74'
C8	4°17'41"	2580.00'	193.39'	N89°54'39"E	193.35'
C9	36°42'17"	25.00'	16.02'	S73°53'03"E	15.74'
C10	1°38'40"	2585.00'	74.20'	S88°15'16"W	74.19'



FILE: H:\2013\1304147\DWG\1304147-EASEMENT-ROW-1.DWG  
 FILE DATE: 3/8/16 DATE PLOTTED: 3/6/2016 12:48 PM  
 PLOTTED BY: SHERRY DUNN



RETURN TO: CIVIL DESIGN ADVANTAGE, 3405 SE CROSSROADS DRIVE, SUITE G, GRIMES, IA. 50111, PH: 369-4400 FAX: 369-4410

**EXHIBIT 'A' - VACATION PLAT**

**OWNER**

CITY OF WEST DES MOINES

**APPLICANT**

HUBBELL REALTY COMPANY  
CONTACT: JOE PIETRUSZYNSKI  
6900 WESTOWN PARKWAY  
WEST DES MOINES, IA 50266  
PH: (515) 280-2059

**ENGINEER/SURVEYOR**

CIVIL DESIGN ADVANTAGE  
CONTACT: JOSH TRYGSTAD  
EMAIL: JOSHT@CDA-ENG.COM  
GRIMES, IA 50111  
PH: (515) 369-4400  
FX: (515) 369-4410

**ORIGINAL PARCEL DESCRIPTION:**

STREET LOT 'F', CORRECTED MICHAEL'S LANDING PLAT 1, AN OFFICIAL PLAT IN THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA AND CONTAINING 4.75 ACRES (207,088 SQUARE FEET).

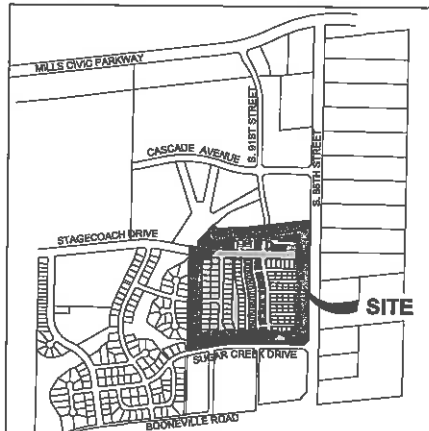
**RIGHT OF WAY VACATION DESCRIPTION:**

PART OF STREET LOT 'F', CORRECTED MICHAEL'S LANDING PLAT 1, AN OFFICIAL PLAT IN THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID STREET LOT 'F'; THENCE SOUTH 0°29'50" WEST ALONG THE EAST LINE OF SAID STREET LOT 'F', 101.41 FEET; THENCE NORTH 44°32'36" WEST, 70.66 FEET; THENCE SOUTHWESTERLY ALONG THE SOUTH LINE OF SAID STREET LOT 'F' AND A CURVE CONCAVE SOUTHEASTERLY WHOSE RADIUS IS 1465.00 FEET, WHOSE ARC LENGTH IS 169.64 FEET, AND WHOSE CHORD BEARS SOUTH 86°37'04" WEST, 169.54 FEET; THENCE SOUTH 83°18'02" WEST ALONG SAID SOUTH LINE, 892.95 FEET; THENCE SOUTHWESTERLY ALONG SAID SOUTH LINE AND A CURVE CONCAVE NORTHWESTERLY WHOSE RADIUS IS 2585.00 FEET, WHOSE ARC LENGTH IS 115.16 FEET, AND WHOSE CHORD BEARS SOUTH 84°34'36" WEST, 115.15 FEET; THENCE NORTH 0°37'08" EAST, 70.25 FEET TO THE NORTH LINE OF SAID STREET LOT 'F'; THENCE NORTHEASTERLY ALONG SAID NORTH LINE AND A CURVE CONCAVE NORTHWESTERLY WHOSE RADIUS IS 2515.00 FEET, WHOSE ARC LENGTH IS 106.21 FEET, AND WHOSE CHORD BEARS NORTH 84°30'37" EAST, 106.20 FEET; THENCE NORTH 83°18'02" EAST, 87.53 FEET; THENCE SOUTH 0°29'50" WEST ALONG SAID NORTH LINE, 35.28 FEET; THENCE NORTH 83°18'02" EAST ALONG SAID NORTH LINE, 1035.15 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.20 ACRES (52,256 SQUARE FEET).

**VICINITY MAP**

NOT TO SCALE



WEST DES MOINES, IOWA

FILE: H:\2013\1304147\DWG\1304147-EASEMENT-ROW-3.DWG  
FILE DATE: 3/8/16 DATE PLOTTED: 3/8/2016 12:52 PM  
PLOTTED BY: SHERRY DUNN

1  
2  
1304.147

**PT OUTLOT 'N', CORRECTED  
MICHAEL'S LANDING PLAT 1  
VACATION PLAT**  
WEST DES MOINES, IOWA



3405 SE CROSSROADS DRIVE, SUITE G  
GRIMES, IOWA 50111  
PH: (515) 369-4400 Fax: (515) 369-4410



RETURN TO: CIVIL DESIGN ADVANTAGE, 3405 SE CROSSROADS DRIVE, SUITE G, GRIMES, IA. 50111, PH: 369-4400 FAX: 369-4410

**EXHIBIT 'A' - VACATION PLAT**

**OWNER**

CITY OF WEST DES MOINES

**APPLICANT**

HUBBELL REALTY COMPANY  
 CONTACT: JOE PIETRUSZYNSKI  
 6900 WESTOWN PARKWAY  
 WEST DES MOINES, IA 50266  
 PH: (515) 280-2059

**ENGINEER/SURVEYOR**

CIVIL DESIGN ADVANTAGE  
 CONTACT: JOSH TRYGSTAD  
 EMAIL: JOSHT@CDA-ENG.COM  
 GRIMES, IA 50111  
 PH: (515) 369-4400  
 FX: (515) 369-4410

**ORIGINAL PARCEL DESCRIPTION:**

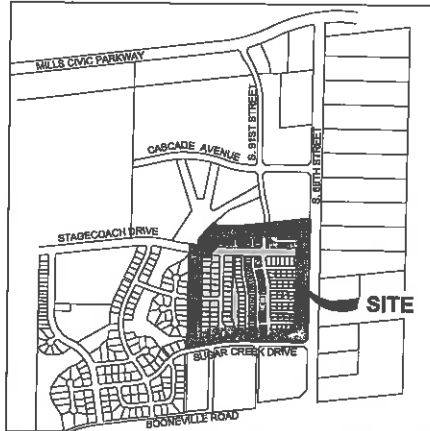
STREET LOT 'I', CORRECTED MICHAEL'S LANDING PLAT 1, AN OFFICIAL PLAT IN THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA AND CONTAINING 1.02 ACRES (44,321 SQUARE FEET).

**RIGHT OF WAY VACATION DESCRIPTION:**

STREET LOT 'I', CORRECTED MICHAEL'S LANDING PLAT 1, AN OFFICIAL PLAT IN THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA AND CONTAINING 1.02 ACRES (44,321 SQUARE FEET).

**VICINITY MAP**

NOT TO SCALE

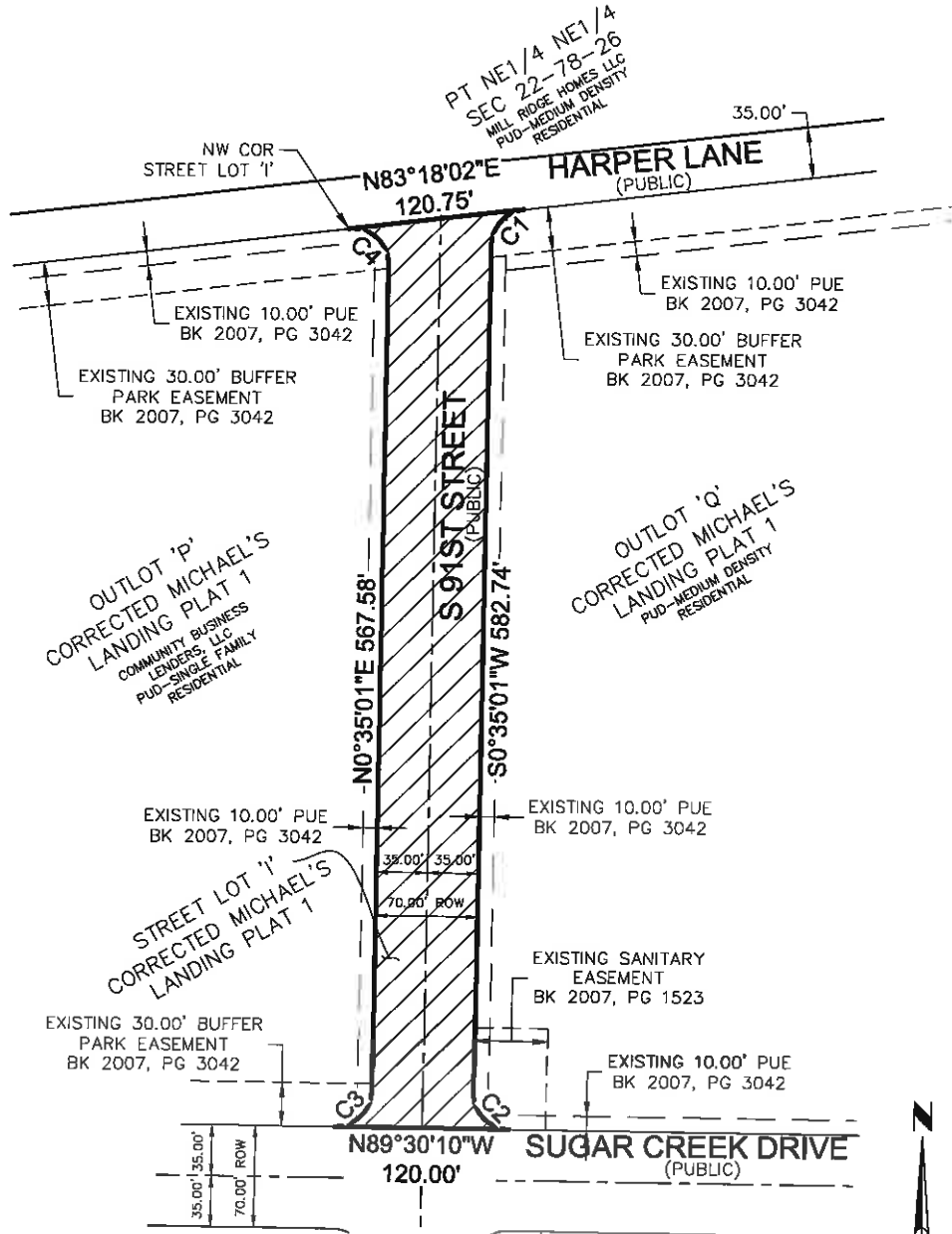


WEST DES MOINES, IOWA

REVISED: 3-23-2016

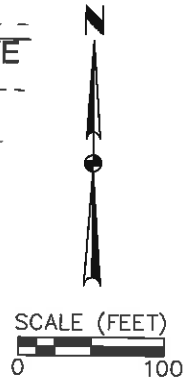
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 FILE DATE: 3/8/16 DATE PLOTTED: 3/23/2016 8:05 AM  
 PLOTTED BY: SHERRY DUNN

**EXHIBIT 'A' - VACATION PLAT**



**CURVE DATA**

CURVE	DELTA	RADIUS	LENGTH	BEARING	CHORD
C1	82°43'01"	24.87'	35.91'	S41°40'46"W	32.87'
C2	90°05'11"	25.00'	39.31'	S44°27'35"E	35.38'
C3	89°54'49"	25.00'	39.23'	N45°32'25"E	35.33'
C4	97°16'59"	25.00'	42.45'	N48°03'29"W	37.53'



FILE: H:\2013\1304147\DWG\1304147-EASEMENT-ROW-2.DWG  
 FILE DATE: 3/23/16 DATE PLOTTED: 3/23/2016 3:43 PM  
 PLOTTED BY: SHERRY DUNN

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

Date: May 16, 2016

**ITEM:** 988 78<sup>th</sup> Place– Consistency zone the property from Unzoned to Single Family Residential (R-1) –  
City Initiated – ZC-003049-2016

**ORDINANCE:** Approval of First Reading of Ordinance

**FINANCIAL IMPACT:** Undetermined.

**BACKGROUND:** The Development Services Department, on behalf of the City of West Des Moines, is requesting approval of a rezoning to consistency zone the property at 988 78<sup>th</sup> Place to the Single Family Residential (R-1) zoning designation, consistent with the existing Single Family (SF) Comprehensive Plan land use designation and the Single Family Residential (R-1) zoning on the properties immediately surrounding the subject property. This property is located within the Westbridge subdivision. At the time that the Westbridge subdivision was annexed into the City (as a part of the David Gray Annexation in 1999), the City Development Board determined that the annexation of the entire property would create an island of unincorporated County property within the City, which is not permitted under State Code. The developer of Westbridge excluded the property in question from the annexation to satisfy the City Development Board. The subject property was subsequently annexed into the City with the Ashworth Annexation in 2002. When the property came into the City, it did not have any zoning associated with it. The property was missed in the consistency zoning done after annexation into the City occurred.

**Plan and Zoning Commission Action:**

Vote: 5-0 approval, Commissioners Crowley and Southworth absent

Date: May 9, 2016

Motion: Adopt a resolution recommending the City Council approve the Rezoning Request

**OUTSTANDING ISSUES:** There are no outstanding issues. The following items of interest are noted in the attached Plan and Zoning Commission report (see Exhibit I):

- Applicant's Request
- History
- City Council Subcommittee - *Development & Planning: April 18, 2016*
- Staff Review and Comment
  - *Notice of Proposed Rezoning*
- Comprehensive Plan Consistency
- Noticing Information
- Staff Recommendations and Conditions of Approval
- Property Owner 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 rezoning to consistency zone the property at 988 78<sup>th</sup> Place to Single Family Residential (R-1), 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	Des Moines Register Community Section	
Date(s) Published	April 29, 2016	
Letter sent to surrounding property owners	April 21, 2016	

**SUBCOMMITTEE REVIEW (if applicable)**

Committee	Development & Planning		
Date Reviewed	April 18, 2016		
Recommendation	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Split <input type="checkbox"/>

**ATTACHMENTS:**

- Exhibit I - Plan and Zoning Commission Communication
  - Attachment A - Resolution – Approval of the Rezoning
  - Attachment B - Location Map
  - Attachment C - Existing Zoning Map
  - Attachment D - Letter to the Property Owners
- Exhibit II - Ordinance for Rezoning

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

**Meeting Date:** May 9, 2016

**Item:** 988 78<sup>th</sup> Place– Consistency zone the property from Unzoned to Single Family Residential (R-1) – City Initiated – ZC-003049-2016

**Requested Action:** Approval of Rezoning

**Case Advisor:** Brian Portz, AICP

**Applicant's Request:** The Development Services Department, on behalf of the City of West Des Moines, is requesting approval of a rezoning to consistency zone the property at 988 78<sup>th</sup> Place to an R-1 zoning designation, consistent with the existing Single Family (SF) Comprehensive Plan land use designation and the Single Family Residential (R-1) zoning on the properties immediately surrounding the subject property.

**History:** This property is located within the Westbridge subdivision. At the time that the Westbridge subdivision was annexed into the City (as a part of the David Gray Annexation in 1999), the City Development Board determined that the annexation of the entire property would create an island of unincorporated County property within the City, which is not permitted under State Code. The developer of Westbridge excluded the property in question from the annexation to satisfy the City Development Board. The subject property was subsequently annexed into the City with the Ashworth Annexation in 2002. When the property came into the City, it did not have any zoning associated with it. The property was missed in the consistency zoning done after annexation into the City occurred.

**City Council Subcommittee:** This item was presented to the Development and Planning City Council Subcommittee on April 18, 2016. Councilmembers had no comments and expressed no disagreement with the proposal.

**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. Staff would summarize the following:

- **Notice of Proposed Rezoning:** Notice of the City initiated zoning changes was mailed to the property owners at 988 78<sup>th</sup> Place. Staff did not receive any communications from the property owners expressing either agreement or disagreement with the proposal. (See Attachment D)

**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 April 29, 2016, notice for the May 9, 2016, Plan and Zoning Commission and May 16, 2016, City Council Public Hearings on this project was published in the Des Moines Register Community Section. Notice of these public hearings was also mailed to all surrounding property owners within 370 feet of the subject property on April 21, 2016.

**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 to the City Council approval of the rezoning to consistency zone the property to Single Family Residential (R-1) from Unzoned.

**Property Owners:** Michael Valder  
Beverly Valder  
988 78<sup>th</sup> Place  
West Des Moines, IA 50266

**ATTACHMENTS:**

- Attachment A - Plan and Zoning Commission Resolution
- Exhibit A - Conditions of Approval
- Attachment B - Location Map
- Attachment C - Existing Zoning Map
- Attachment D - Letter to the Property Owners



RESOLUTION NO. PZC-16-029

A RESOLUTION OF THE PLAN AND ZONING COMMISSION OF THE CITY OF WEST DES MOINES, RECOMMENDING TO THE CITY COUNCIL THAT IT APPROVE THE REZONING REQUEST (ZC-003049-2016) FOR THE PURPOSE OF CONSISTENCY ZONING THE PROPERTY LOCATED AT 988 78<sup>TH</sup> PLACE.

WHEREAS, pursuant to the provisions of Title 9, Chapter 1 et seq, of the West Des Moines Municipal Code, the Development Services Department for the City of West Des Moines has requested approval of a Rezoning Request for that property legally described as Lot 18, Westbridge, an official plat in the City of West Des Moines, Dallas County, Iowa, also known as 988 78<sup>th</sup> Place to designate 0.42 acres from Unzoned to Single Family Residential (R-1) as shown on Attachment C of the staff report;

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 May 9, 2016, this Commission held a duly-noticed hearing to consider the application for the Rezoning Request (ZC-003049-2016);

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 May 9, 2016, or as amended orally at the Plan and Zoning Commission hearing of May 9, 2016, are adopted.

SECTION 2. REZONING REQUEST (ZC-003049-2016) to designate 0.42 acres as Single Family Residential (R-1) from Unzoned as indicated on Attachment C of the staff report is recommended to the City Council for approval, subject to compliance with all the conditions in the staff report, dated May 9, 2016, including conditions added at the Hearing, and attached hereto as Exhibit "A", if any. 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 May 9, 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 May 9, 2016, by the following vote:

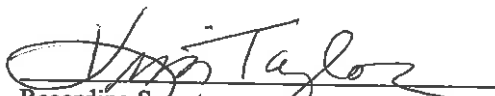
AYES: Andersen, Brown, Costa, Erickson, Hatfield

NAYS: -0-

ABSTENTIONS: -0-

ABSENT: Crowley, Southworth

ATTEST:

  
Recording Secretary

**Exhibit A**  
**Conditions of Approval**

1. **No conditions of approval.**

# Location map



1: 1,750



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



# Zoning Map



1: 2,082



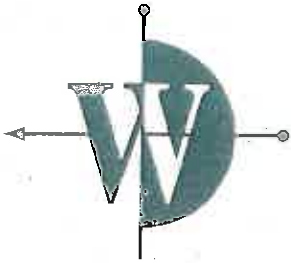
347.1  
 0 173.53 347.1 Feet  
 NAD\_1983\_StatePlane\_Iowa\_South\_FIPS\_1402\_Feet  
 © City of West Des Moines, Iowa

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

**Legend**

- Parcels
- Zoning Area Labels
- Town Center Overlay District
- Zoning Conditional Zones
- Zoning PUD Boundaries
- Zoning**
- Unzoned
- Open Space/Agricultural (OS)
- Residential Estate (RE)
- Residential Single-Family (RS)
- Single-Family Residential (R-1)
- Single-Family - Commerce Resider
- Single-Family - Valley Junction Res
- Manufactured Housing (MH)
- Residential Medium-Density (RM)
- Residential High-Density (RH)
- Neighborhood Commercial (NC)
- Convenience Commercial (CVC)
- Valley Junction Historic Business (V)
- Valley Junction Commercial (VJC)
- Community Commercial (CMC)
- Support Commercial (SC)
- Regional Commercial (RC)
- Office (OF)
- Professional Commerce Park (PCP)
- Warehouse Retail (WR)
- Business Park (BP)
- Valley Junction Light Industrial (VLI)
- Light Industrial (LI)
- General Industrial (GI)
- PUD - Open Space





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

**Development Services**

4200 Mills Civic Parkway, Suite 2D  
P.O. Box 65320  
West Des Moines, IA 50265-9320

**Building Inspection**  
515-222-3630

**Planning and Engineering**  
515-222-3620

**FAX 515-273-0602**  
**TDD/TTY 515-222-3334**

**E-mail**  
[developmentsservices@wdm.iowa.gov](mailto:developmentsservices@wdm.iowa.gov)

April 15, 2016

Michael Valder  
Beverly Valder  
988 78<sup>th</sup> Place  
West Des Moines, IA 50266

**RE: Zoning Change proposal for 988 78<sup>th</sup> Place**

Dear Mr. & Mrs. Valder,

I am writing in regard to your property at 988 78<sup>th</sup> Place. During a routine check of the zoning of this area of West Des Moines, it was discovered that your property is currently designated as "unzoned" on the City's official Zoning Map. See the attached Zoning Map showing your property. The residential properties to the east, west and south of your property are designated as Single Family Residential (R-1) on the City Zoning Map. At the time that the Westbridge subdivision was annexed into the City (as a part of the David Gray Annexation in 1999), the City Development Board determined that the annexation of the entire Westbridge subdivision would create an island of unincorporated Dallas County property within the City of West Des Moines, which is not permitted under State Code. The developer of Westbridge excluded your property from the annexation to satisfy the City Development Board. Your property was subsequently annexed into the City with the Ashworth Annexation in 2002. When your property came into the City, it did not have any zoning associated with it. A rezoning of your property did not occur after the property was annexed into the City. Therefore, at this time, the City of West Des Moines Development Services Department is proposing to zone your property to a Single Family Residential (R-1) zoning classification to be consistent with the zoning of properties in the surrounding area. This will be completed at no cost to you.

There will be two public hearings to consider this request. The Plan and Zoning Commission (P&Z) will consider this request on **May 9, 2016**. At that meeting, the P&Z will make a recommendation of approval or denial to the City Council. The City Council will then consider the recommendation of the P&Z at a public hearing on **May 16, 2016**. Both hearings will be held at 5:30 PM on their specific date in the Council Chambers of City Hall, 4200 Mills Civic Parkway. You are welcome to attend these hearings to voice your opinion about the proposed rezoning. If you cannot, or wish to not attend the meetings, you may submit your opinion in writing and it will be included in the staff reports to the Commission and City Council.

Please feel free to contact me if you have any questions at either (515) 273-0636 or [brian.portz@wdm.iowa.gov](mailto:brian.portz@wdm.iowa.gov).

Respectfully,

Brian S. Portz, AICP  
Planner

C. Lynne Twedt, Director of Development Services

## EXHIBIT II

Prepared by: B. Portz, Development Services, P.O. Box 65320, West Des Moines, IA 50265-0320, (515)222-3620  
When Recorded, Return to: City Clerk, City of West Des Moines, P.O. Box 65320, West Des Moines, IA 50265-0320

### ORDINANCE NO.

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

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

**SECTION 1. AMENDMENT:** The Zoning Map of the City of West Des Moines, Iowa, is hereby amended by rezoning the portion of the following legally described property and generally located at 988 78<sup>th</sup> Place from Unzoned to Single Family Residential (R-1) in Compliance with the adopted City of West Des Moines Comprehensive Land Use Plan.

#### Legal Description

**LOT 18, WESTBRIDGE, AN OFFICIAL PLAT NOW IN AND FORMING A PART OF  
THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA**

**SECTION 2. SAVINGS CLAUSE.** If any section, provision, sentence, clause, phrase or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any provision, section, subsection, sentence, clause, phrase or part hereof not adjudged invalid or unconstitutional.

**SECTION 3. VIOLATIONS AND PENALTIES.** Any person who violates the provisions of this Ordinance upon conviction shall be punished as set forth in title 1, Chapter 4, Section 1 and Section 2 of the City Code of the City of West Des Moines, Iowa.

**SECTION 4. 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 5. EFFECTIVE DATE.** This Ordinance shall be in full force and effect from and after its passage, approval, and publication as provided by law.

Approved and passed by the City Council on the \_\_\_\_ day of \_\_\_\_\_, 2016

\_\_\_\_\_  
Steven K. Gaer, Mayor

**ATTEST:**

\_\_\_\_\_  
Ryan T. Jacobson  
City Clerk

I certify that the foregoing was published as Ordinance No. \_\_\_\_\_ on the \_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_, 2016.

\_\_\_\_\_  
Ryan T. Jacobson  
City Clerk

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

DATE: May 16, 2016

**ITEM:** Jordan Creek Business Park, Southwest corner of Village View Drive and S. 60<sup>th</sup> Street – Vacate 40' Roadway Easement (northern portion of Waterford Drive) – Todd Rueter – VAC-003041-2016

**ORDINANCE:** Approval of First Reading

**FINANCIAL IMPACT:** Undetermined.

**BACKGROUND:** The applicant, Todd Rueter, is requesting to vacate the existing 40' roadway easement (northern part of Waterford Drive) located along the south boundary of Lot 4, Jordan Creek Business Park, which is located on the southwest corner of Village View Drive and S. 60<sup>th</sup> Street. This easement is part of an 80' wide roadway easement: the applicant's 40' easement plus a 40' roadway easement along the north boundary of the property immediately to the south of Lot 4. The easement was established in the early 1970's for a future county road through this area. The land in this area was part of unincorporated Dallas County at the time the easement was established. The applicant is requesting to vacate the northern 40' of the larger 80' easement to allow for development of this property. The City is currently reviewing a site plan for the development of this lot.

**CITY COUNCIL SUBCOMMITTEE:** This item was presented to the Development and Planning City Council Subcommittee on April 18, 2016. Councilmembers had no comments and expressed no disagreement with the proposal.

**OUTSTANDING ISSUES:** There are no outstanding issues. The following items of interest are noted by staff:

- **Access:** In addition to the 40' roadway easement on the applicant's property, there is a recorded 30' ingress/egress easement located along the south boundary of Lot 4 within the 40' roadway easement. This easement was recorded in 2007 with the platting of the Jordan Creek Business Park to provide access to S. 60<sup>th</sup> Street through Lot 4. At the time of platting, the intent was to vacate the 40' roadway easement. This was noted as such on the final plat, however, the easement was never formally vacated by the City Council.

The developer of Lot 4 whose plans staff is currently reviewing has indicated that they may wish to also vacate a portion of the 30' ingress/egress easement to make the site circulation and parking lot work on their site. Staff will require that a portion of the 30' ingress/egress easement remain to provide access to S. 60<sup>th</sup> Street for Lot 4 and for the properties immediately to the south of lot 4.

- **Public Utilities:** Utility locates were conducted in this area to determine if any public or private utilities are located within the 40' roadway easement area. A fiber optic line, an electric line and a cable line do go through this area, however, it was determined that those utilities are not located within the applicant's 40' roadway easement. The utilities in question are located within the 40' roadway easement on the property to the south.
- **Vacation of the Southern Half of the 80' Roadway Easement:** Whether or not the southern 40' roadway easement will be vacated is at the discretion of the property owners upon which the easement is located. Since the back portion of the property to the south is a separate parcel under different ownership to the front portion, prior to vacating the 40' roadway easement, the proper Ingress/Egress Easements (and utility easements) will need to be in place to assure both properties can access S. 60<sup>th</sup> Street. Currently, the owner of the eastern half is indicating he has no intentions to pay the necessary application fees to vacate the roadway easement.



**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 request to vacate the 40' roadway easement (northern portion of Waterford Drive) along the south boundary of Lot 4, Jordan Creek Business Park, subject to the applicant meeting all City Code requirements and the following:

1. The existing ingress/egress easement shall be maintained at the southeast corner of Lot 4 to provide Lot 4 and the properties immediately to the south access to S. 60<sup>th</sup> Street. The dimensions of the ingress/egress easement shall be determined with the review and approval of the site plan for the development of Lot 4.

Lead Staff Member: Brian Portz, AICP *BP*

**STAFF REVIEWS**

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

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

Published In	Des Moines Register Community Section	
Date(s) Published	April 29, 2016	
Letter sent to surrounding property owners		April 29, 2016

**SUBCOMMITTEE REVIEW (if applicable)**

Committee	Development and Planning		
Date Reviewed	April 18, 2016		
Recommendation	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Split <input type="checkbox"/>

**ATTACHMENTS:**

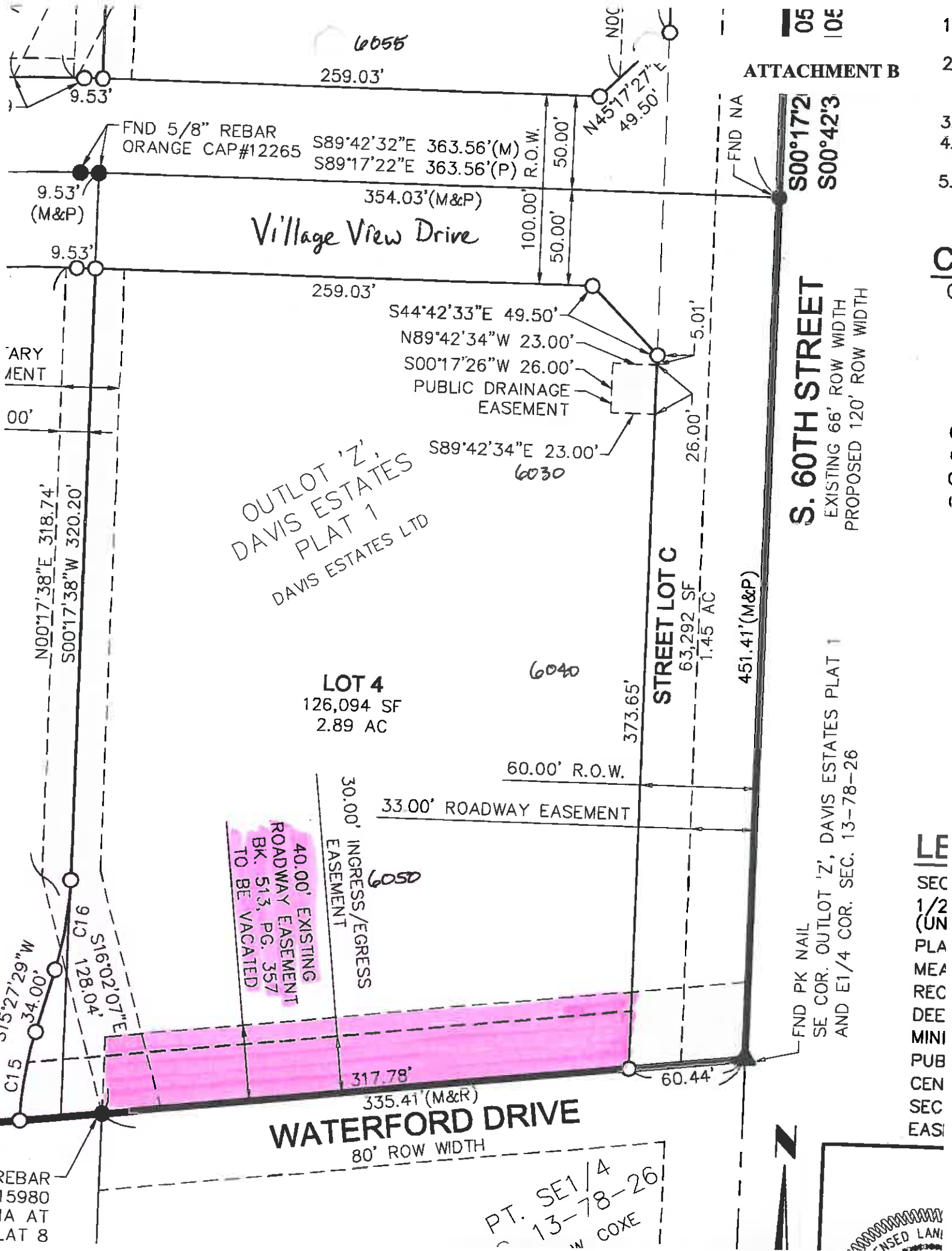
- Attachment A - Location Map
- Attachment B - Vacation Sketch
- Attachment C - Proposed Ordinance
- Exhibit A - Conditions of Approval



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NOC  
N45°17'27"E  
49.50'

FND 5/8" REBAR  
ORANGE CAP #12265

S89°42'32"E 363.56'(M)  
S89°17'22"E 363.56'(P)

Village View Drive

S00°17'21"  
S00°42'3"

S. 60TH STREET  
EXISTING 66' ROW WIDTH  
PROPOSED 120' ROW WIDTH

OUTLOT 'Z',  
DAVIS ESTATES  
PLAT 1  
DAVIS ESTATES LTD

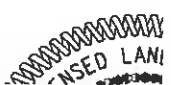
LOT 4  
126,094 SF  
2.89 AC

STREET LOT C  
63,292 SF  
1.45 AC

40.00' EXISTING  
ROADWAY EASEMENT  
BK. 513, PG. 357  
TO BE VACATED

WATERFORD DRIVE  
80' ROW WIDTH

PT. SE 1/4  
13-78-26  
W COXE



Prepared by: B. Portz, Development Services, City of West Des Moines, PO Box 65320, West Des Moines, IA 50265  
Return To: City Clerk, City of West Des Moines, P.O. Box 65320, West Des Moines, IA 50265  
Tax Statement: Not Applicable

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF WEST DES MOINES, IOWA VACATING A  
40' ROADWAY EASEMENT (NORTHERN PORTION OF WATERFORD DRIVE)  
LOCATED WEST OF SOUTH 60<sup>TH</sup> STREET**

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

**SECTION 1.** Pursuant to Title 7, Chapter 1, Section 10 of the West Des Moines City Code, "VACATION AND DISPOSAL," that portion of the 40' Roadway Easement (Waterford Drive) legally described below and lying across the south 40' of Lot 4, Jordan Creek Business Park is hereby vacated:

THE SOUTH 40 FEET OF THE NE¼ OF SECTION 13, T78N, R26W, NOW PLATTED AS LOT 4, JORDAN CREEK BUSINESS PARK, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA.

**SECTION 2.** Termination of the Easement by the City of West Des Moines for use as public right of way shall cause the property to revert to the underlying fee title owner.

**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 after its passage, approval and publication as provided by law.

PASSED AND APPROVED by this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Steven K. Gaer, Mayor

ATTEST:

\_\_\_\_\_  
Ryan T. Jacobson, City Clerk

I certify that the foregoing was published as Ordinance No. \_\_\_\_\_ on the \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Ryan T. Jacobson, City Clerk

**EXHIBIT A**  
**Conditions of Approval**

1. The existing ingress/egress easement shall be maintained at the southeast corner of Lot 4 to provide Lot 4 and the properties immediately to the south access to S. 60<sup>th</sup> Street. The dimensions of the ingress/egress easement shall be determined with the review and approval of the site plan for the development of Lot 4.



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

**6(c)**

**ITEM:**

**DATE: May 16, 2016**

- Public Hearing (5:35 p.m.)
- South 60<sup>th</sup> Street Sanitary Sewer Connection Fee District
- Approval of First Reading

**FINANCIAL IMPACT:**

None at this time. The City would be required to construct the sanitary sewer improvements when ordered by the Council and would be reimbursed at the time the property was subdivided, or as part of a site plan approval process, or when building permits are issued, or when service is requested from the property owners. The total estimated cost of the improvements covered by this ordinance is approximately \$81,200.00. Specific details are included in the draft ordinance.

**BACKGROUND:**

The South 60<sup>th</sup> Street Sanitary Sewer Connection Fee District includes four low density residences located along the westerly side of South 60<sup>th</sup> Street extending from 1215 South 60<sup>th</sup> Street to 1501 South 60<sup>th</sup> Street. The improvements would consist of a gravity sewer constructed in existing street right-of-way and proposed easements with service connections extending to the street right-of-way line. Adjacent properties located at 1505 South 60<sup>th</sup> Street and 1525 South 60<sup>th</sup> Street are currently not serviced by public sanitary sewer, but were not interested in participating in this sanitary sewer connection fee district. These two properties can be served by a separate sanitary sewer in the future.

This item was discussed at Public Works Council Committee meetings on November 9, 2015, January 18, 2016, and April 13, 2016. Public meetings were also conducted on February 11, 2016 and February 25, 2016.

The Public Hearing should be held and public comments received. Once the hearing is closed, Council should consider approving the first reading of an ordinance creating the South 60<sup>th</sup> Street Sanitary Sewer Connection Fee District with amendments as they deem appropriate. If approved, the sanitary sewer improvements could be constructed as part of the Phase 1 South 60<sup>th</sup> Street Improvements project (Booneville Road to 1,000 feet north of Pheasant Ridge Drive) after authorization by the Council. The City is not making any guarantees regarding when and if improvements would be available to any particular property. Fees apply only when and if the property is subdivided, is part of a site plan approval process, during a building permit process, or at the request of the property owner.

**OUTSTANDING ISSUES: None**

**RECOMMENDATION:**

- City Council Adopt:
- Motion approving First Reading of Ordinance

**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 <i>MS</i>
Legal	Richard Scieszinski, City Attorney <i>RS</i>
Agenda Acceptance	<i>RTJ</i>

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

Published In	Des Moines Register
Dates(s) Published	April 25 & May 2, 2016

**SUBCOMMITTEE REVIEW (if applicable)**

Committee	Public Works		
Date Reviewed	May 11, 2016		
Recommendation	Yes	No	Split

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING THE CITY CODE OF THE CITY OF WEST DES MOINES, 2016 BY AMENDING TITLE 7, PUBLIC WAYS AND PROPERTY, CHAPTER 8, ARTICLE C, SANITARY SEWER SERVICE CHARGES**

**WHEREAS**, on the 2<sup>nd</sup> day of November, 1998, this City Council passed Ordinance No. 1337, an ordinance to amend the Municipal Code of the City of West Des Moines, by adding and enacting thereto a new section relating to the procedure to be utilized in establishing connection fees to recover the cost of constructing major sanitary sewer facilities; and

**WHEREAS**, upon due notice and hearing the City Council finds that the general health and welfare of the community will be benefitted by establishment of a sewer district consisting of an area located along the westerly side of South 60<sup>th</sup> Street extending from 1215 South 60<sup>th</sup> Street southerly through 1501 South 60<sup>th</sup> Street located within the corporate limits of the City of West Des Moines (the "South 60<sup>th</sup> Street Sanitary Sewer Connection Fee District").

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

**SECTION 1. SANITARY SEWER CONNECTION FEE DISTRICT.** Title 7, Public Ways and Property, Chapter 8, Article C, Sanitary Sewer Service Charges is amended by adding the following:

**7-8C-14-7: SOUTH 60<sup>TH</sup> STREET SANITARY SEWER CONNECTION FEE DISTRICT**

The South 60<sup>th</sup> Street Sanitary Sewer Connection Fee District shall consist of a tract of land located in Section 24, Township 78 North, Range 26 West of the 5th Principal Meridian, Dallas County, Iowa, more particularly described as follows:

Starting at the northeast corner Lot 60 Lakeview Heights Plat 1, thence west along the north line of said Lot 60 to the northwest corner of said Lot 60, thence south along the west line of said Lot 60 to the southwest corner of said Lot 60, thence south along the west line of Lot 59 Lakeview Heights Plat 1 to the southwest corner of said Lot 59, thence south along the west line of Lot 52 Lakeview Heights Plat 1 to the southwest corner of said Lot 52, thence south along the west line of Lot 51 Lakeview Heights Plat 1 to the southwest corner of said Lot 51, thence east along the south line of said Lot 51 to the southeast corner of said Lot 51, thence north along the east line of said Lot 51 to the northeast corner of said Lot 51, thence north along the east line of said Lot 52 to the northeast corner of said Lot 52, thence north along the east line of said Lot 59 to the northeast corner of said Lot 59, thence north along the east line of said Lot 60 to the point of beginning.

Connection fees are hereby established and shall be imposed upon owners of properties within the South 60<sup>th</sup> Street Sanitary Sewer Connection Fee District, pursuant to Ordinance 1337 as amended by Ordinance 1895 at the time of application to connect their properties to said sewer facilities, as follows:

A. Fee Schedule: From the effective date hereof through June 30, 2017 the connection fee for properties served by the sewer facility shall be:

Connection Fee  
(Dollars per Residential Dwelling Unit)

\$20,300.00

The Per Acre Connection Fee shall be adjusted annually as of July 1 of each year according to the annual adjustment in the ENR construction cost index as provided in 7-8C-14.

B. Payment: The determination that a property is to be connected to the sewer facilities shall occur, and the appropriate connection fee shall be paid prior to issuance of a plumbing permit to connect to the sewer or connection to the sewer, whichever occurs first. The connection fee may be paid in advance of issuance of a plumbing permit or connection based on the applicable fee at the time of payment and no additional connection fee is charged at the time of issuance of a plumbing permit or connection to the sewer.

C. Single-Family Residence: The connection fee shall be based on each single-family residential dwelling unit. The fee paid shall be applicable only to that single-family residential unit. Any division of an existing property that results in the creation of additional single-family lots or the construction of any additional single-family residences shall subject such additional lots or residences to the payment of the appropriate connection fee.

D. Effect of Schedule: The above established connection fee schedule shall remain in force and effect until such time that the City Council adopts an ordinance to adjust the connection fees to be imposed within subsequent years for the South 60<sup>th</sup> Street Sanitary Sewer Connection Fee District. Nothing herein is intended to restrict the City Council from appropriate adjustment of the connection fee schedule to reflect future construction costs.

E. Sewers Constructed: The City shall be responsible to design and construct sewers within the South 60<sup>th</sup> Street Sanitary Sewer Connection Fee District as graphically depicted on Exhibit B attached to Ordinance \_\_\_\_\_ and on file in the office of the City Clerk.



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

**SECTION 3. SEVERABILITY.** If any section, provisions, sentence, clause, phrase or part of this Ordinance shall be adjusted invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any provision, section, subsection, sentence, clauses, phrase or part hereof not adjudged invalid or unconstitutional.

**SECTION 4. VIOLATION.** Any person who violates the provisions of this Ordinance, upon conviction, shall be punished as set forth in Section 1-4-1 of the City Code of the City of West Des Moines, Iowa.

**SECTION 5. OTHER REMEDIES.** In addition to the provisions set out in the Violation section herein, the City may proceed in law or equity against any person, firm or corporation for violation of any section or subsection of this Ordinance.

**SECTION 6. EFFECTIVE DATE.** This Ordinance shall be in full force and effect on June 1, 2016, provided 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

Published in the Des Moines Register on April 25, 2016 and May 2, 2016.

**NOTICE OF PUBLIC HEARING  
ON THE PROPOSED ADOPTION OF AN ORDINANCE  
TO ESTABLISH THE SOUTH 60<sup>TH</sup> STREET  
SANITARY SEWER CONNECTION FEE DISTRICT  
AND CONNECTION FEES THEREIN**

The City Council of the City of West Des Moines, Iowa will hold a public hearing on the proposed Ordinance at 5:35 o'clock P.M. on the 16<sup>th</sup> day of May, 2016, in the City Council Chambers, City Hall, 4200 Mills Civic Parkway, West Des Moines, Iowa.

The South 60<sup>th</sup> Street Sanitary Sewer Connection Fee District generally consists of an area located along the westerly side of South 60<sup>th</sup> Street extending from 1215 South 60<sup>th</sup> Street to 1501 South 60<sup>th</sup> Street consisting of 4 low density lots.

Major sanitary sewer facilities under consideration include a gravity sewer along the west side of South 60<sup>th</sup> Street from the southern portion of 1345 South 60<sup>th</sup> Street to near the north property line of 1501 South 60<sup>th</sup> Street.

The connection fee district for the property owners within the benefitted district connected to the proposed facilities for the period through June 30, 2017 would be \$20,300 per lot.

The fees shall increase on July 1, 2017 and on July 1 of each succeeding year. The increase will be calculated based on the year over year positive increase in the ENR Construction Cost Index.

The proposed connection fee ordinance and a plat of the proposed area are available in the office of the City Clerk.

---

Ryan T. Jacobson, City Clerk



1215

1345

1415

1501

S 60TH STREET

E RIDGE DRIVE

S RIDGE DRIVE

WEST DES MOINES, IOWA  
SOUTH 60TH STREET SEWER  
CONNECTION FEE DISTRICT

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

**ITEM:** Community Development Block Grant Program  
2016-17 Annual Action Plan

**DATE:** May 16, 2016

**FINANCIAL IMPACT:** It is anticipated the City of West Des Moines will receive \$247,940 in Community Development Block Grant funds from the United States Department of Housing and Urban Development in July 2016. Total revenues and expenditures have been included in the 2016-17 budget.

**BACKGROUND:** In October 2004, the United States Department of Housing and Urban Development (HUD) identified the City of West Des Moines as a potential grantee for the Entitlement Community Development Block Grant (CDBG) Program. As an entitlement city, West Des Moines is eligible for HUD funds to address defined needs in the community. The program provides annual grants on a formula basis to entitled cities and counties (those over 50,000 people) to develop viable urban communities by providing decent housing and a suitable living environment, and by expanding economic opportunities, principally for low and moderate income persons.

To receive the annual CDBG entitlement grant, a grantee must develop and submit to HUD its Consolidated Plan. The Consolidated Plan is the jurisdiction's comprehensive planning document and application for funding under the Community Planning and Development formula grant programs. The Consolidated Plan consists of a 3-5 year Strategic Plan and a One-year Action Plan. The 3-5 year Strategic Plan outlines program goals, specific objectives, annual goals, and benchmarks for measuring progress. The One-year Action Plan is a concise summary of the actions, projects, and programs that will take place during the next year to address the priority needs and specific objectives identified by the strategic plan.

The statutes for the formula grant programs set forth three basic goals against which the plan and the jurisdiction's performance under the plan will be evaluated by HUD. These statutory program goals are: (1) decent housing; (2) a suitable living environment; and (3) expanded economic opportunities.

The draft 2016-17 Annual Action Plan was prepared based on the draft 2015-20 Consolidated Plan. The draft Consolidated Plan and the Annual Action Plan began a 30-day public review and comment period on April 10, 2016 and ended May 9, 2016. During this time, the draft Annual Action Plan was available for review by the public at the following locations: City of West Des Moines website and the West Des Moines Community and Economic Development Department.

No comments have been received.

The approved 2016-17 Annual Action Plan will be submitted to HUD field office in Omaha, Nebraska. HUD will review the plan for up to 45 days. It is anticipated the CDBG programs would begin as early as July 1, 2016.

## 2016-2017 Annual Action Plan

The 2016-17 Annual Action Plan defines the funding allocation for the 2015-16 Fiscal Year.

### Program Year 2016-17 Proposed Budget

<i>Category</i>	<i>Allocation</i>
Administration	\$49,588
Public Service – Transit Pass Program	\$27,191
Public Service – Homeless Prevention	\$8,000
Public Service – Transitional Housing Program	\$2,000
Infrastructure – Internet Access	\$161,161
<b>Total Allocation</b>	<b>\$247,940</b>

#### **Administration**

- *Project Description* – Staff expenses related to administering the CDBG Program
- *Eligible Expense* – Salaries, supplies, training, etc.
- *National Objective:* Not Applicable (HUD Matrix Code: 21A – General Program Administration)
- *Department* – Community & Economic Development Department
- *Allocation* - \$49,588

#### **Public Service – Transitional Housing Program**

- *Project Description* – Continue to support one unit in the program
- *Eligible Expense* – Rent and utilities
- *National Objective:* Low/Mod Limited Clientele (HUD Matrix Code: 03C – Homeless Facilities (not operating costs))
- *Department* – Human Services Department
- *Allocation* - \$2,000

#### **Public Service – Transit Pass Program**

- *Project Description* – Transportation passes for the Des Moines Area Regional Transit Authority (DART)
- *Eligible Expense* – One-year unlimited passes for DART
- *National Objective:* Low/Mod Limited Clientele (HUD Matrix Code: 05E – Transportation Services)
- *Department* – Community & Economic Development Department/Human Services Department
- *Allocation* – \$27,191

#### **Public Service – Homeless Prevention**

- *Project Description* – Homeless Prevention dollars to West Des Moines households for utility assistance and eviction prevention – available to renters and owner-occupied households
- *Eligible Expense* – up to \$500 per household per year in homeless prevention assistance

- *National Objective:* Low/Mod Limited Clientele (HUD Matrix Code: 05 – Public Services)
- *Department* – Community & Economic Development Department/Human Services Department
- *Allocation* - \$8,000

**Infrastructure – Internet Access**

- *Project Description* – Provide internet receivers to low-income households for affordable internet connection
- *Eligible Expense* – Installation and purchase of receiver
- *National Objective:* Low/Mod Area Limited Clientele (HUD Matrix Code: 03 – Public Facilities and Improvements - General)
- *Department* – Community & Economic Development Department and Public Works
- *Allocation* - \$161,161

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

**RECOMMENDATION:** Staff recommends City Council approve the resolution approving the 2016-17 Annual Action Plan and authorize the Mayor and City Clerk to sign necessary Plan certifications.

**ATTACHMENTS:**

- Exhibit I - Notice of Public Hearing
- Exhibit II - 2016-17 CDBG Annual Action Plan
- Exhibit II - Resolution – Approval of 2016-17 Annual Action Plan
- Exhibit IV - Non-State Grantee Certifications and Standard Form 424

**Lead Staff Member:** Christine Gordon, Housing Planner AG

**STAFF REVIEWS**

Department Director	Glyde E. Evans <span style="color: blue; font-size: 1.5em; vertical-align: middle;">CEE</span>
Appropriations/Finance	<span style="color: blue; font-size: 1.5em; vertical-align: middle;">AS</span>
Legal	<span style="color: blue; font-size: 1.5em; vertical-align: middle;">JBW</span>
Agenda Acceptance	<span style="color: blue; font-size: 1.5em; vertical-align: middle;">RTG</span>

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

Published In	Des Moines Register West Indianola Record Herald Winterset Madisonian Dallas County News
Dates(s) Published	May 6, 2016 May 4, 2016 May 5, 2016 May 5, 2016

**SUBCOMMITTEE REVIEW** (if applicable)

Committee	Development and Planning		
Date Reviewed	April 18, 2016		
Recommendation	XX Yes	No	Split

**NOTICE OF  
PUBLIC MEETING**

The City of West Des Moines has been identified as a grantee for the U.S. Dept. of Housing & Urban Development's Community Development Block Grant Program (CDBG). As an entitlement city, WDM would be eligible for HUD funds to address defined needs in the community. A One-Year Action Plan has been written to define the needs of the community and describe the programs which may be funded through the CDBG Program.

The City of West Des Moines will hold a public hearing at the May 16, 2016, City Council Meeting to present the 2016-17 Community Development Block Grant (CDBG) Annual Action Plan for approval.

This public hearing will be held on Monday, May 16, 2016, at 5:30 P.M. in the Council Chambers of the West Des Moines City Hall located at 4200 Mills Civic Parkway, West Des Moines, Iowa.

It is the responsibility of the individual with a disability requiring accommodations to inform the Community Development Department, at least 48 hours in advance, that certain accommodations are requested. The City of West Des Moines is pleased to provide these accommodations in order to allow full participation in the Board of Adjustment meetings. Please contact the Community Development Department at 515-273-0770 to request these accommodations.

Clyde E. Evans, AICP  
Community & Economic Development Director

## **Executive Summary**

### **AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)**

#### **1. Introduction**

The City of West Des Moines (City) has been identified as a potential entitlement community under the U.S. Department of Housing and Urban Development's (HUD) Community Development Block Grant (CDBG) Program. Entitlement communities include local governments with 50,000 or more residents, other local governments designated as central cities of metropolitan areas, and urban counties with populations of at least 200,000. West Des Moines is an entitlement community because it is considered a local government with 50,000 or more residents.

The City is required by HUD to have an approved Consolidated Plan (Plan) to receive the annual CDBG entitlement grant, and the Plan must be updated every five years. The Plan fulfills the application and reporting requirements for entitlement communities and contains a strategic plan describing how the jurisdiction will use its CDBG funds. This is the City of West Des Moines' second Consolidated Plan. This Plan will address the time period of 2015-2019.

#### **2. Summarize the objectives and outcomes identified in the Plan**

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

The City has five overall goals for meeting housing and community development needs during the 2015-19 Program Years

1. Produce and preserve both renter-and owner-occupied affordable housing
2. Address infrastructure needs that are tied to affordable housing or job creation;
3. Reduce the number of homeless families and individuals through homeless prevention programs



4. Maintain the City's ability to support the provision of special needs services, specifically as they are tied to affordable housing or job creation, meet the most urgent needs in the community and reduce demands on other city services; and
5. Explore the possibility of leveraging the initial allocation (or allocations) to have a larger initial impact.

### **3. Evaluation of past performance**

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

The City has been successful in allocating the CDBG funds to a variety of programs. Some programs are funded year after year as they are very well used by the citizens of West Des Moines. The City is also creative with our use of CDBG funds; to find a new program that will provide the most benefit to the low-income residents of West Des Moines.

### **4. Summary of Citizen Participation Process and consultation process**

Summary from citizen participation section of plan.

### **5. Summary of public comments**

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

#### **Public Comment Period**

The Public Comment period began on April 10, 2016 and ended on May 9, 2016.

The Public Comment Period was advertised in the following ways:

- Notice of public comment period published in the Business Record, Dallas County News, Des Moines Register, KCCI TV, Press Citizen, WHO TV, WOI TV, and the Indianola Record Harold
- Front page of the West Des Moines website

The Annual Action Plan was available for review and comment at these locations:

- West Des Moines Human Services Department (139 6th Street)
- West Des Moines Library (4000 Mills Civic Parkway)
- West Des Moines Community and Economic Development Department, City Hall (4200 Mills Civic Parkway)

- City of West Des Moines website
- In addition, copies of the plan were available on CD at the West Des Moines Community and Economic Development Department office, upon request.

All locations are handicapped accessible.

**6. Summary of comments or views not accepted and the reasons for not accepting them**

**7. Summary**

The mission of the City of West Des Moines is to serve the people of West Des Moines honestly and effectively. Through a variety of services, we strive to provide the quality of life desired by the community.

**PR-05 Lead & Responsible Agencies – 91.200(b)**

**1. Agency/entity responsible for preparing/administering the Consolidated Plan**

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
Lead Agency	WEST DES MOINES	
CDBG Administrator	WEST DES MOINES	

Table 1 – Responsible Agencies

**Narrative (optional)**

**Consolidated Plan Public Contact Information**

**Public Comment Period**

The Public Comment period began on April 10, 2016 and ended on May 9, 2016.

The Public Comment Period was advertised in the following ways:

- Notice of public comment period published in the Business Record, Dallas County News, Des Moines Register, KCCI TV, Press Citizen, WHO TV, WOI TV, and the Indianola Record Harold
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The Annual Action Plan was available for review and comment at these locations:

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- West Des Moines Community and Economic Development Department, City Hall (4200 Mills Civic Parkway)
- City of West Des Moines website
- In addition, copies of the plan were available on CD at the West Des Moines Community and Economic Development Department office, upon request.

All locations are handicapped accessible.

## **AP-10 Consultation – 91.100, 91.200(b), 91.215(l)**

### **1. Introduction**

**Provide a concise summary of the jurisdiction’s activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))**

For the preparation of the Consolidated Plan, four consultation meetings were held with agencies divided into the following categories: (1) adjacent governments; (2) business and education; (3) health and social services; and (4) housing. Letters were sent to the organizations inviting them to participate in the Consolidated Plan Consultation Meetings.

**Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.**

A portion of West Des Moines' allocation will be programmed to address homeless needs including the Transitional Housing Program and the Homeless Prevention Program; both administered by the Human Services Department of the City of West Des Moines.

**Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS**

The City of West Des Moines does not receive ESG funds.

**2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction’s consultations with housing, social service agencies and other entities**

**Table 2 – Agencies, groups, organizations who participated**

1	Agency/Group/Organization	WEST DES MOINES HUMAN SERVICES
	Agency/Group/Organization Type	Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Victims of Domestic Violence Services-Health Services-Education Services-Employment Service-Fair Housing Other government - Local
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	

Identify any Agency Types not consulted and provide rationale for not consulting

**Other local/regional/state/federal planning efforts considered when preparing the Plan**

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Polk County	

Table 3 – Other local / regional / federal planning efforts

**Narrative (optional)**

**AP-12 Participation – 91.105, 91.200(c)**

- 1. Summary of citizen participation process/Efforts made to broaden citizen participation  
Summarize citizen participation process and how it impacted goal-setting**

The significant aspects of the process to prepare the strategic plan include:

- Evaluated current housing and community development programs
- Analyzed data from several sources to develop a statistical picture of the City

**Citizen Participation Outreach**

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)
1	Internet Outreach	Non-targeted/broad community				
2	Public Hearing	Non-targeted/broad community				

Table 4 – Citizen Participation Outreach





## Expected Resources

### AP-15 Expected Resources – 91.220(c) (1, 2)

#### Introduction

#### Priority Table

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1			Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	247,940	0	100,000	
						Expected Amount Available Remainder of ConPlan \$
						Total: \$ 347,940
						700,000

Table 5 - Expected Resources – Priority Table

**Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied**

The City of West Des Moines only receives CDBG funds. The second year Annual Action Plan includes spending \$247,940 from the CDBG Program.

**if appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs**

**identified in the plan**

Not applicable.

**Discussion**

## Annual Goals and Objectives

### AP-20 Annual Goals and Objectives - 91.420, 91.220(c)(3)&(e)

#### Goals Summary Information

#### No Goals Found

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Transportation Services	2015	2019	Non-Housing Community Development	City of West Des Moines	Transportation Services	CDBG: \$27,191	Public service activities other than Low/Moderate Income Housing Benefit: 269 Persons Assisted
2	Homeless Prevention	2015	2019	Affordable Housing	City of West Des Moines	Homeless Prevention	CDBG: \$8,000	Homelessness Prevention: 16 Persons Assisted
3	Internet Service	2015	2019	Non-Housing Community Development	City of West Des Moines	Internet Service	CDBG: \$161,161	Other: 200 Other
4	Transitional Housing	2015	2019	Affordable Housing	City of West Des Moines	Transitional Housing	CDBG: \$2,000	Public service activities for Low/Moderate Income Housing Benefit: 4 Households Assisted

Table 6 – Goals Summary

#### Goal Descriptions

<b>1</b>	<b>Goal Name</b>	Transportation Services
	<b>Goal Description</b>	
<b>2</b>	<b>Goal Name</b>	Homeless Prevention
	<b>Goal Description</b>	
<b>3</b>	<b>Goal Name</b>	Internet Service
	<b>Goal Description</b>	
<b>4</b>	<b>Goal Name</b>	Transitional Housing
	<b>Goal Description</b>	

Table 7 ~ Goal Descriptions

Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.215(b):

## **AP-35 Projects – 91.220(d)**

### **Introduction**

The City of West Des Moines is continuing its successful programs from previous years including the transit pass program and homeless prevention.

<b>#</b>	<b>Project Name</b>
1	Valley Junction Internet service
2	Administration
3	Transit Pass Program
4	Transitional Housing Program
5	Homeless Prevention

**Table 8 – Project Information**

**Describe the reasons for allocation priorities and any obstacles to addressing underserved needs**

## Projects

### AP-38 Projects Summary Project Summary Information

Table 9 – Project Summary

<b>1</b>	<b>Project Name</b>	Valley Junction Internet service
	<b>Target Area</b>	City of West Des Moines
	<b>Goals Supported</b>	Internet Service
	<b>Needs Addressed</b>	Internet Service
	<b>Funding</b>	:
	<b>Description</b>	
	<b>Target Date</b>	6/30/2017
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	
	<b>Location Description</b>	This program will be available city wide
	<b>Planned Activities</b>	
<b>2</b>	<b>Project Name</b>	Administration
	<b>Target Area</b>	City of West Des Moines
	<b>Goals Supported</b>	
	<b>Needs Addressed</b>	
	<b>Funding</b>	:

<b>Description</b>	
<b>Target Date</b>	6/30/2017
<b>Estimate the number and type of families that will benefit from the proposed activities</b>	
<b>Location Description</b>	
<b>Planned Activities</b>	
<b>3</b>	
<b>Project Name</b>	Transit Pass Program
<b>Target Area</b>	
<b>Goals Supported</b>	Transportation Services
<b>Needs Addressed</b>	Transportation Services
<b>Funding</b>	:
<b>Description</b>	Transportation provided for low-mod income residents in West Des Moines.
<b>Target Date</b>	6/30/2017
<b>Estimate the number and type of families that will benefit from the proposed activities</b>	A minimum of 269 passes will be distributed.
<b>Location Description</b>	This program will be available city wide.
<b>Planned Activities</b>	
<b>4</b>	
<b>Project Name</b>	Transitional Housing Program
<b>Target Area</b>	City of West Des Moines
<b>Goals Supported</b>	Homeless Prevention Transitional Housing



	<b>Needs Addressed</b>	Homeless Prevention Transitional Housing
	<b>Funding</b>	:
	<b>Description</b>	Provide decent affordable housing
	<b>Target Date</b>	6/30/2017
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	A minimum of 4 households will be assisted.
	<b>Location Description</b>	This program will be available City wide.
	<b>Planned Activities</b>	
5	<b>Project Name</b>	Homeless Prevention
	<b>Target Area</b>	City of West Des Moines
	<b>Goals Supported</b>	Homeless Prevention Transitional Housing
	<b>Needs Addressed</b>	Homeless Prevention Transitional Housing
	<b>Funding</b>	:
	<b>Description</b>	Assist low/mod residents in West Des Moines with rent or utilities to prevent eviction.
	<b>Target Date</b>	6/30/2017
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	A minimum of 16 households will be assisted.
	<b>Location Description</b>	This program is available city wide.
	<b>Planned Activities</b>	

## **AP-50 Geographic Distribution – 91.220(f)**

**Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed**

The programs will be available to all of the City and will not be targeted to one or more geographic areas.

### **Geographic Distribution**

<b>Target Area</b>	<b>Percentage of Funds</b>
City of West Des Moines	100
VJ	

Table 10 - Geographic Distribution

### **Rationale for the priorities for allocating investments geographically**

### **Discussion**

## Affordable Housing

### AP-55 Affordable Housing – 91.220(g)

#### Introduction

One Year Goals for the Number of Households to be Supported	
Homeless	20
Non-Homeless	0
Special-Needs	0
Total	20

Table 11 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	0
Rehab of Existing Units	0
Acquisition of Existing Units	0
Total	0

Table 12 - One Year Goals for Affordable Housing by Support Type

#### Discussion

## **AP-60 Public Housing – 91.220(h)**

### **Introduction**

The City of West Des Moines does not own any public housing units.

### **Actions planned during the next year to address the needs to public housing**

**Actions to encourage public housing residents to become more involved in management and participate in homeownership**

**If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance**

### **Discussion**

## **AP-65 Homeless and Other Special Needs Activities – 91.220(i)**

### **Introduction**

**Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including**

**Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs**

The Polk County Continuum of Care will continue to address the emergency, transitional, and permanent housing needs of homeless individuals, families, and special needs population.

**Addressing the emergency shelter and transitional housing needs of homeless persons**

The Polk County Continuum of Care will continue to address the emergency, transitional, and permanent housing needs of homeless individuals, families, and special needs population.

**Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again**

The Polk County Continuum of Care will continue to address the emergency, transitional, and permanent housing needs of homeless individuals, families, and special needs population.

**Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.**

The City of West Des Moines does provide a Homeless Prevention Program which assists with mortgage, rent, and utilities to preserve someone's current housing situation. In addition, the COC is working actively to assist homeless persons make the transition to permanent housing and independent living.

### **Discussion**

<b>One year goals for the number of households to be provided housing through the use of HOPWA for:</b>
Short-term rent, mortgage, and utility assistance to prevent homelessness of the individual or family
Tenant-based rental assistance
Units provided in housing facilities (transitional or permanent) that are being developed, leased, or operated
Units provided in transitional short-term housing facilities developed, leased, or operated with HOPWA funds
Total

## **AP-75 Barriers to affordable housing – 91.220(j)**

### **Introduction**

**Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment**

The City of West Des Moines currently has a garage ordinance that requires a stall and a half garage to be built when a new house is constructed. Typically this does not have a negative impact on investment. The ordinance does come into play when working with Habitat for Humanity. The organization typically does not build garages for their homes. Through volunteers and a council member's fundraising efforts a garage was built, so that Habitat for Humanity could build a house in West Des Moines. As the garage ordinance has only affected one organization developing affordable housing in West Des Moines, it is unlikely the City will change the ordinance. If necessary, the City will again be creative in working with an organization and within the confines of the ordinance.

### **Discussion**

## **AP-85 Other Actions – 91.220(k)**

### **Introduction**

#### **Actions planned to address obstacles to meeting underserved needs**

A Housing Tomorrow Plan is being developed for Polk County as part of the Tomorrow Plan. It will be released in mid-2015. The City will use the Housing Tomorrow Plan as it allocates future funding.

#### **Actions planned to foster and maintain affordable housing**

The City will continue to offer the Metro Home Improvement Program for owner-occupied rehabilitation.

#### **Actions planned to reduce lead-based paint hazards**

The City will continue to offer the Metro Home Improvement Program for owner-occupied rehabilitation.

#### **Actions planned to reduce the number of poverty-level families**

The City will continue to work with economic development partners, in addition to private developers, to create an economic environment that will create more job opportunities in the area. This will in turn reduce the number of poverty level families.

#### **Actions planned to develop institutional structure**

The City will continue to work with partners in the area to maximize resources to enhance the institutional structure to address housing and non-housing community development needs.

#### **Actions planned to enhance coordination between public and private housing and social service agencies**

The City will continue to offer the Metro Home Improvement Program which is a partnership of 10 cities in Polk County. In addition, the City will work with non-profit agencies and developers to further the development and redevelopment of housing and social service programs in the City.

### **Discussion**



## Program Specific Requirements

### AP-90 Program Specific Requirements – 91.220(I)(1,2,4)

#### Introduction

#### Community Development Block Grant Program (CDBG)

##### Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
<b>Total Program Income:</b>	<b>0</b>

#### Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100.00%

## **Discussion**



**RESOLUTION**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST DES MOINES,  
APPROVING THE CITY OF WEST DES MOINES' 2016-17 ANNUAL ACTION  
PLAN FOR THE EXPENDITURE OF FEDERAL COMMUNITY DEVELOPMENT  
BLOCK GRANT FUNDING**

WHEREAS, the City of West Des Moines is an eligible Community Development Block Grant (CDBG) entitlement community;

WHEREAS, the City has prepared the 2016-17 Annual Action Plan, through participation from citizens, interest groups, and City staff;

WHEREAS, the Annual Action Plan has been available for review by the public for thirty days, April 10, 2016 to May 9, 2016;

WHEREAS, the City of West Des Moines informed citizens, public agencies, and other interested parties of the Annual Action Plan and of their opportunity to participate in the development of the Plan.

THEREFORE, BE IT RESOLVED that the Council of the City of West Des Moines, Iowa hereby adopts this 2016-17 Annual Action Plan, dated May 16, 2016, and authorizes the Mayor to submit these plans to the United States Department of Housing and Urban Development, for their review and approval.

PASSED AND ADOPTED on May 16, 2016

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Steven K. Gaer  
Mayor

ATTEST:

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Ryan Jacobson  
City Clerk



# CPMP Non-State Grantee Certifications

Many elements of this document may be completed electronically, however a signature must be manually applied and the document must be submitted in paper form to the Field Office.

- This certification does not apply.  
 This certification is applicable.

## NON-STATE GOVERNMENT CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

**Affirmatively Further Fair Housing** -- The jurisdiction will affirmatively further fair housing, which means it will conduct an analysis of impediments to fair housing choice within the jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting that analysis and actions in this regard.

**Anti-displacement and Relocation Plan** -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR 24; and it has in effect and is following a residential antidisplacement and relocation assistance plan required under section 104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with funding under the CDBG or HOME programs.

**Drug Free Workplace** -- It will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about --
  - a. The dangers of drug abuse in the workplace;
  - b. The grantee's policy of maintaining a drug-free workplace;
  - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
  - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will --
  - a. Abide by the terms of the statement; and
  - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted --
  - a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5 and 6.

**Anti-Lobbying** -- To the best of the jurisdiction's knowledge and belief:

8. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
9. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
10. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

**Authority of Jurisdiction** -- The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

**Consistency with plan** -- The housing activities to be undertaken with CDBG, HOME, ESG, and HOPWA funds are consistent with the strategic plan.

**Section 3** -- It will comply with section 3 of the Housing and Urban Development Act of 1968, and implementing regulations at 24 CFR Part 135.

---

Signature/Authorized Official

Date

Steven K. Gaer

Name

Mayor

Title

4200 Mills Civic Parkway

Address

West Des Moines, Iowa 50265

City/State/Zip

515-222-3550

Telephone Number

---

- This certification does not apply.  
 This certification is applicable.

### Specific CDBG Certifications

The Entitlement Community certifies that:

**Citizen Participation** -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

**Community Development Plan** -- Its consolidated housing and community development plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that provide decent housing, expand economic opportunities primarily for persons of low and moderate income. (See CFR 24 570.2 and CFR 24 part 570)

**Following a Plan** -- It is following a current consolidated plan (or Comprehensive Housing Affordability Strategy) that has been approved by HUD.

**Use of Funds** -- It has complied with the following criteria:

11. Maximum Feasible Priority - With respect to activities expected to be assisted with CDBG funds, it certifies that it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low and moderate income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include activities which the grantee certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available);
12. Overall Benefit - The aggregate use of CDBG funds including section 108 guaranteed loans during program year(s) 2015, 2016, 2017, (a period specified by the grantee consisting of one, two, or three specific consecutive program years), shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period;
13. Special Assessments - It will not attempt to recover any capital costs of public improvements assisted with CDBG funds including Section 108 loan guaranteed funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

The jurisdiction will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108, unless CDBG funds are used to pay the proportion of fee or assessment attributable to the capital costs of public improvements financed from other revenue sources. In this case, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds. Also, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

**Excessive Force** -- It has adopted and is enforcing:

14. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

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15. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;

**Compliance With Anti-discrimination laws** -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 USC 2000d), the Fair Housing Act (42 USC 3601-3619), and implementing regulations.

**Lead-Based Paint** -- Its activities concerning lead-based paint will comply with the requirements of part 35, subparts A, B, J, K and R, of title 24;

**Compliance with Laws** -- It will comply with applicable laws.

---

Signature/Authorized Official

Date

Steven K. Gaer

Name

Mayor

Title

4200 Mills Civic Parkway

Address

West Des Moines, Iowa 50265

City/State/Zip

515-222-3550

Telephone Number



- This certification does not apply.**  
 **This certification is applicable.**

**OPTIONAL CERTIFICATION  
CDBG**

Submit the following certification only when one or more of the activities in the action plan are designed to meet other community development needs having a particular urgency as specified in 24 CFR 570.208(c):

The grantee hereby certifies that the Annual Plan includes one or more specifically identified CDBG-assisted activities, which are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and other financial resources are not available to meet such needs.

---

Signature/Authorized Official

Date

Name

Title

Address

City/State/Zip

Telephone Number

- This certification does not apply.  
 This certification is applicable.

### Specific HOME Certifications

The HOME participating jurisdiction certifies that:

**Tenant Based Rental Assistance** -- If the participating jurisdiction intends to provide tenant-based rental assistance:

The use of HOME funds for tenant-based rental assistance is an essential element of the participating jurisdiction's consolidated plan for expanding the supply, affordability, and availability of decent, safe, sanitary, and affordable housing.

**Eligible Activities and Costs** -- it is using and will use HOME funds for eligible activities and costs, as described in 24 CFR § 92.205 through 92.209 and that it is not using and will not use HOME funds for prohibited activities, as described in § 92.214.

**Appropriate Financial Assistance** -- before committing any funds to a project, it will evaluate the project in accordance with the guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing;

---

Signature/Authorized Official

Date

Name

Title

Address

City/State/Zip

Telephone Number

- This certification does not apply.**  
 **This certification is applicable.**

### **HOPWA Certifications**

The HOPWA grantee certifies that:

**Activities** -- Activities funded under the program will meet urgent needs that are not being met by available public and private sources.

**Building** -- Any building or structure assisted under that program shall be operated for the purpose specified in the plan:

1. For at least 10 years in the case of assistance involving new construction, substantial rehabilitation, or acquisition of a facility,
2. For at least 3 years in the case of assistance involving non-substantial rehabilitation or repair of a building or structure.

---

Signature/Authorized Official

Date

Name

Title

Address

City/State/Zip

Telephone Number

- This certification does not apply.**  
 **This certification is applicable.**

### **ESG Certifications**

I, \_\_\_\_\_, Chief Executive Officer of **Error! Not a valid link.**, certify that the local government will ensure the provision of the matching supplemental funds required by the regulation at 24 *CFR* 576.51. I have attached to this certification a description of the sources and amounts of such supplemental funds.

I further certify that the local government will comply with:

1. The requirements of 24 *CFR* 576.53 concerning the continued use of buildings for which Emergency Shelter Grants are used for rehabilitation or conversion of buildings for use as emergency shelters for the homeless; or when funds are used solely for operating costs or essential services.
2. The building standards requirement of 24 *CFR* 576.55.
3. The requirements of 24 *CFR* 576.56, concerning assurances on services and other assistance to the homeless.
4. The requirements of 24 *CFR* 576.57, other appropriate provisions of 24 *CFR* Part 576, and other applicable federal laws concerning nondiscrimination and equal opportunity.
5. The requirements of 24 *CFR* 576.59(b) concerning the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.
6. The requirement of 24 *CFR* 576.59 concerning minimizing the displacement of persons as a result of a project assisted with these funds.
7. The requirements of 24 *CFR* Part 24 concerning the Drug Free Workplace Act of 1988.
8. The requirements of 24 *CFR* 576.56(a) and 576.65(b) that grantees develop and implement procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted with ESG funds and that the address or location of any family violence shelter project will not be made public, except with written authorization of the person or persons responsible for the operation of such shelter.
9. The requirement that recipients involve themselves, to the maximum extent practicable and where appropriate, homeless individuals and families in policymaking, renovating, maintaining, and operating facilities assisted under the ESG program, and in providing services for occupants of these facilities as provided by 24 *CFR* 76.56.
10. The requirements of 24 *CFR* 576.57(e) dealing with the provisions of, and regulations and procedures applicable with respect to the environmental review

responsibilities under the National Environmental Policy Act of 1969 and related authorities as specified in 24 *CFR* Part 58.

11. The requirements of 24 *CFR* 576.21(a)(4) providing that the funding of homeless prevention activities for families that have received eviction notices or notices of termination of utility services will meet the requirements that: (A) the inability of the family to make the required payments must be the result of a sudden reduction in income; (B) the assistance must be necessary to avoid eviction of the family or termination of the services to the family; (C) there must be a reasonable prospect that the family will be able to resume payments within a reasonable period of time; and (D) the assistance must not supplant funding for preexisting homeless prevention activities from any other source.
12. The new requirement of the McKinney-Vento Act (42 *USC* 11362) to develop and implement, to the maximum extent practicable and where appropriate, policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent such discharge from immediately resulting in homelessness for such persons. I further understand that state and local governments are primarily responsible for the care of these individuals, and that ESG funds are not to be used to assist such persons in place of state and local resources.
13. HUD's standards for participation in a local Homeless Management Information System (HMIS) and the collection and reporting of client-level information.

I further certify that the submission of a completed and approved Consolidated Plan with its certifications, which act as the application for an Emergency Shelter Grant, is authorized under state and/or local law, and that the local government possesses legal authority to carry out grant activities in accordance with the applicable laws and regulations of the U. S. Department of Housing and Urban Development.

---

Signature/Authorized Official

Date

Name

Title

Address

City/State/Zip

Telephone Number

- This certification does not apply.
- This certification is applicable.

## APPENDIX TO CERTIFICATIONS

### Instructions Concerning Lobbying and Drug-Free Workplace Requirements

#### **Lobbying Certification**

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### **Drug-Free Workplace Certification**

1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification.
2. The certification is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, HUD, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
3. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.
4. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio stations).
5. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph three).
6. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant: Place of Performance (Street address, city, county, state, zip code) Check if there are workplaces on file that are not identified here. The certification with regard to the drug-free workplace is required by 24 CFR part 21.

Place Name	Street	City	County	State	Zip
City Hall	4200 Mills Civic Parkway	West Des Moines	Polk	IA	50265
Library	4000 Mills Civic Parkway	West Des Moines	Polk	IA	50265
Human Services Department	139 6 <sup>th</sup> Street	West Des Moines	Polk	IA	50265
Historic City Hall	137 5 <sup>th</sup> Street	West Des Moines	Polk	IA	50265

7. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules: "Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15); "Conviction" means a finding of guilt (including a plea of *nolo contendere*) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the

Federal or State criminal drug statutes; "Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance; "Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including:

- a. All "direct charge" employees;
- b. all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and
- c. temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).

Note that by signing these certifications, certain documents must be completed, in use, and on file for verification. These documents include:

1. Analysis of Impediments to Fair Housing
2. Citizen Participation Plan
3. Anti-displacement and Relocation Plan

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Signature/Authorized Official

Date

Steven K. Gaer

Name

Mayor

Title

4200 Mills Civic Parkway

Address

West Des Moines, IA 50265

City/State/Zip

515-222-3550

Telephone Number

**APPLICATION FOR  
FEDERAL ASSISTANCE**

OMB Approved No. 3076-0006

Version 7/03

<b>1. TYPE OF SUBMISSION:</b> Application		<b>2. DATE SUBMITTED</b> May 17, 2016		Applicant Identifier	
<input type="checkbox"/> Construction		<input type="checkbox"/> Construction		<b>3. DATE RECEIVED BY STATE</b>	
<input checked="" type="checkbox"/> Non-Construction		<input checked="" type="checkbox"/> Non-Construction		State Application Identifier	
<b>5. APPLICANT INFORMATION</b>				<b>4. DATE RECEIVED BY FEDERAL AGENCY</b>	
Legal Name: City of West Des Moines				Federal Identifier	
Organizational DUNS: 61-873-4032				Organizational Unit: Department: Community and Economic Development	
Address: Street: 4200 Mills Civic Parkway				Division:	
City: West Des Moines				Name and telephone number of person to be contacted on matters involving this application (give area code)	
County: Polk, Dallas, Warren, Madison				Prefix:	
State: Iowa				First Name: Clyde	
Zip Code: 50265				Middle Name	
Country: USA				Last Name Evans	
<b>6. EMPLOYER IDENTIFICATION NUMBER (EIN):</b> 42-6005359				Suffix:	
<b>8. TYPE OF APPLICATION:</b> <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision If Revision, enter appropriate letter(s) in box(es) (See back of form for description of letters.)				Email: clyde.evans@wdm.iowa.gov	
Other (specify) <input type="checkbox"/> <input type="checkbox"/>				Phone Number (give area code) 515-273-0770	
<b>10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER:</b> TITLE (Name of Program): Community Development Block Grant Program				Fax Number (give area code) 515-273-0603	
<b>12. AREAS AFFECTED BY PROJECT (Cities, Counties, States, etc.):</b>				<b>7. TYPE OF APPLICANT:</b> (See back of form for Application Types) C: Municipal Other (specify)	
<b>13. PROPOSED PROJECT</b> Start Date: July 1, 2015				<b>9. NAME OF FEDERAL AGENCY:</b> Housing and Urban Development	
Ending Date: June 30, 2016				<b>11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT:</b> City of West Des Moines' Entitlement Community Development Block Grant Program	
<b>15. ESTIMATED FUNDING:</b>				<b>14. CONGRESSIONAL DISTRICTS OF:</b>	
a. Federal	\$	247,940	00	a. Applicant 4th District	b. Project 4th District
b. Applicant	\$		00	<b>16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?</b>	
c. State	\$		00	a. Yes. <input type="checkbox"/> THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON	
d. Local	\$		00	DATE:	
e. Other	\$		00	b. No. <input type="checkbox"/> PROGRAM IS NOT COVERED BY E. O. 12372	
f. Program Income	\$		00	<input checked="" type="checkbox"/> OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW	
g. TOTAL	\$	247,940	00	<b>17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?</b>	
18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT. THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.					
<b>a. Authorized Representative</b>					
Prefix		First Name Steven		Middle Name K.	
Last Name Gaer				Suffix	
b. Title Mayor				c. Telephone Number (give area code) 515-222-3550	
d. Signature of Authorized Representative				e. Date Signed	



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

ITEM: Public Hearing, FY 2015-16 Budget Amendment #2

DATE: May 16, 2016

**FINANCIAL IMPACT:**

There will be no increase to the tax rates as a result of this amendment. Details of the more significant adjustments include the following:

**General Fund** – net increase to the fund of \$1,121,797

As a result of the amendment, overall estimated General Fund operating revenues will be increased by \$2,852,332, while estimated General Fund operating expenditures will be increased by \$1,730,535.

The amendment includes various fee-based revenues increased to year-to-date results.

- Misc Licenses/Building Inspection + \$1,070,000
- Building Permits + \$500,000
- Electrical Permits + \$50,000

The increase in general fund operating expenses is primarily due to the carry-over of expenses budgeted in FY 2014-15 for the purchase of the Phenix Elementary building (\$855,000). Since this building was purchased with the intent of being an asset held for resale, the City's auditors have instructed staff to not book the expense until the building is transferred.

Other specific items of note with the General Fund are as follows:

- Police vehicle expense has increased by \$55,000 for the purchase of three (3) unmarked vehicles. The cost of the vehicles has been partially offset by the sale of six squad cars at auction.
- Fire personnel expenses increased by \$112,500 as a result of several factors: separation payments for two long-time Fire Lieutenants, increased overtime due to vacancies, and overtime and increased pay needed to staff Station #19 with a full crew until new hires budgeted in FY 2016-17 occur.
- \$50,000 has been added to the Community & Economic Development budget for the ongoing maintenance of the Phenix Elementary School building. Additional funding may need to be added in future amendments if the City continues to possess the building.
- \$52,540 has been added to the Library's budget for the City's first year of the software system maintenance agreement. When the budget was originally prepared it was thought the maintenance was deferred until FY 16-17.
- \$70,000 for Emergency Street repairs to Mills Civic Parkway related to damage done by a Water Works contractor. The City is pursuing financial recovery from the contractor.
- \$41,270 of personnel cost for support staff added to Engineering Services.
- Special Census costs were reduced by \$135,000 due to final cost being below estimate.
- Legal expense is increased by \$48,400 due to pending lawsuits.

- Information Technology Services expenses have increased by \$191,395 due to security improvements to the City's network needed to meet compliance requirements, and consulting contracts associated with the SharePoint conversion project.

**Special Revenue Fund** - net increase to the fund of \$711,802

- Street lighting expenses have been reduced by \$150,000 due to rate reductions by MidAmerican Energy.
- Legal fees increased by \$24,475 to accommodate work done to support Urban Renewal Agreements and Development Agreements.
- Reduction of \$340,047 in TIF expenses due to changes associated with the Microsoft Project Mountain Development agreement.

**Debt Service Fund** - net decrease to the fund of \$149,590

- \$164,640 of expense are being added as a result of the City's repayment to the Iowa Department of Transportation related to Highway 5 construction. This is carried over from the previous year.

**Capital Budget** - net increase to the fund of \$11,983,785

As a result of the amendment, budgeted revenue for capital items increased \$17,446,625; of this revenue \$16,800,000 will be TIF Bond proceeds, \$500,000 is a payment from West Des Moines Water Works for repayment of work related to the Alluvion project, and the remaining amount are grants and contributions toward various projects.

Expenses for Capital items will increase by \$5,525,200 due to multiple factors. Projects are needing to be added which were not known when the budget was originally approved in March 2015. Several other projects which had been scheduled for completion in FY 2014-15 have not been completed and are being carried over to FY 2015-16, and updated cost estimates are now available for current projects. The increased expenditures have not yet accounted for the fact that several of the scheduled FY 2015-16 projects will likely not be initiated or completed as forecasted. This amendment calls for major adjustments in expenditures (defined as being over \$100,000) for the following public improvements:

Public Safety Station #17 HVAC	\$179,000
Traffic Signals	\$188,000
Traffic Signal Renovation	\$365,000
Street Light Installation	\$175,000
Maffitt Lake Rd- Vets to S. 8 <sup>th</sup>	\$3,683,500
Pine Ave/S. 8 <sup>th</sup> to End of Pavement	\$315,500
Alluvion Fiber Route	(\$1,957,000)
S. 88 <sup>th</sup> /Sugar Creed Dr to Grand Ave	\$1,211,000
318 5 <sup>th</sup> Improvements	\$434,000

Necessary funds for these projects are primarily provided by the bond proceeds, assessments, road use taxes, or grants.

**Business Type / Enterprise / Internal Service Funds** - net decrease to the funds of \$846,860

Business Type/Enterprise revenues will increase by \$427,400 while estimate expenditures will increase \$1,075,800.

- Increased revenue of \$427,400 related to sewer/storm water district fee charges, grants, auction proceeds and sewer capital charges fees collected.
- Legal expenses increased by \$50,000 related to a pending lawsuit
- \$82,500 have be added for the Walnut Creek Watershed study. These expenses will be reimbursed by state grant funds.
- Vehicle maintenance costs have been reduced by \$75,000 due to low fuel prices
- Expenses increased \$34,000 for costs associated with Affordable Health Care Act compliance.

Expenses for Sanitary Sewer and Storm Water Capital items will increase by \$927,450 due to the updating of multiple capital projects and for various reason several projects which had been scheduled for completion in FY 2014-15 were carried over to FY 2015-16. Staff also realizes that several of the scheduled FY 2015-16 projects will not be initiated or completed as forecasted. The amendment calls for major adjustments in expenditures (defined as being over \$100,000) for the following public improvements:

South Area Trunk Sewer Extension	\$640,000
Bridgwood Blvd Culvert	\$155,000

**BACKGROUND:**

This is a public hearing on Amendment #2 to the City's FY 2015-16 operating and capital budget. The Finance Director and Budget Analyst, after reviewing all expenditure levels and receiving input from several of the departments, developed this proposed amendment. The amendment was presented and discussed with the Finance and Administration Sub-Committee on April 20, 2016, where the Sub-Committee recommended approval.

**RECOMMENDATION:**

Adopt Resolution approving Amendment #2 to the FY 2015-16 operating and capital budget.

Lead Staff Member: Chris Hamlett, Budget Analyst *CH*

**STAFF REVIEWS**

Department Director	Tim Stiles, Finance Director <i>TS</i>
Appropriations/Finance	
Legal	
Agenda Acceptance	<i>RTJ</i>

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

Published In	The Des Moines Register
Dates(s) Published	May 6, 2016

**SUBCOMMITTEE REVIEW** (if applicable)

Committee	Finance & Administration		
Date Reviewed	April 20, 2016		
Recommendation	<u>Yes</u>	No	Split

# 77-727

## CITY BUDGET AMENDMENT AND CERTIFICATION RESOLUTION - FY 2016 - AMENDMENT #2

To the Auditor of POLK, DALLAS, WARREN, & MADISON County, Iowa:

The City Council of West Des Moines in said County/Countries met on 5/16/2016, at the place and hour set in the notice, a copy of which accompanies this certificate and is certified as to publication. Upon taking up the proposed amendment, it was considered and taxpayers were heard for and against the amendment.

The Council, after hearing all taxpayers wishing to be heard and considering the statements made by them, gave final consideration to the proposed amendment(s) to the budget and modifications proposed at the hearing, if any. Thereupon, the following resolution was introduced.

RESOLUTION No. \_\_\_\_\_

A RESOLUTION AMENDING THE CURRENT BUDGET FOR THE FISCAL YEAR ENDING JUNE 30 2016  
(AS AMENDED LAST ON 11/16/2015 .)

Be it Resolved by the Council of the City of West Des Moines

Section 1. Following notice published 05/06/2016

and the public hearing held, 5/16/2016 the current budget (as previously amended) is amended as set out herein and in the detail by fund type and activity that supports this resolution which was considered at that hearing:

		Total Budget as certified or last amended	Current Amendment	Total Budget after Current Amendment
<b>Revenues &amp; Other Financing Sources</b>				
Taxes Levied on Property	1	48,749,698	0	48,749,698
Less: Uncollected Property Taxes-Levy Year	2	0	0	0
<b>Net Current Property Taxes</b>	<b>3</b>	<b>48,749,698</b>	<b>0</b>	<b>48,749,698</b>
Delinquent Property Taxes	4	0	0	0
TIF Revenues	5	9,320,759	0	9,320,759
Other City Taxes	6	4,506,325	0	4,506,325
Licenses & Permits	7	1,465,550	1,673,000	3,138,550
Use of Money and Property	8	2,076,875	30,050	2,106,925
Intergovernmental	9	17,416,566	650,382	18,066,948
Charges for Services	10	19,107,450	1,467,850	20,575,300
Special Assessments	11	225,000	0	225,000
Miscellaneous	12	8,643,651	196,775	8,840,426
Other Financing Sources	13	12,158,000	16,841,625	28,999,625
Transfers In	14	66,182,186	666,656	66,848,842
<b>Total Revenues and Other Sources</b>	<b>15</b>	<b>189,852,060</b>	<b>21,526,338</b>	<b>211,378,398</b>
<b>Expenditures &amp; Other Financing Uses</b>				
Public Safety	16	29,925,246	291,355	30,216,601
Public Works	17	9,426,410	66,570	9,492,980
Health and Social Services	18	1,245,911	0	1,245,911
Culture and Recreation	19	8,811,049	87,260	8,898,309
Community and Economic Development	20	7,959,265	525,628	8,484,893
General Government	21	7,792,927	302,295	8,095,222
Debt Service	22	22,078,276	164,640	22,242,916
Capital Projects	23	78,184,737	5,525,200	83,709,937
<b>Total Government Activities Expenditures</b>	<b>24</b>	<b>165,423,821</b>	<b>6,962,948</b>	<b>172,386,769</b>
Business Type / Enterprises	25	34,197,338	1,075,800	35,273,138
<b>Total Gov Activities &amp; Business Expenditures</b>	<b>26</b>	<b>199,621,159</b>	<b>8,038,748</b>	<b>207,659,907</b>
Transfers Out	27	66,182,186	666,656	66,848,842
<b>Total Expenditures/Transfers Out</b>	<b>28</b>	<b>265,803,345</b>	<b>8,705,404</b>	<b>274,508,749</b>
<b>Excess Revenues &amp; Other Sources Over (Under) Expenditures/Transfers Out Fiscal Year</b>	<b>29</b>	<b>-75,951,285</b>	<b>12,820,934</b>	<b>-63,130,351</b>
Beginning Fund Balance July 1	30	187,165,948	63,498,946	250,664,894
Ending Fund Balance June 30	31	111,214,663	763,198,880	187,534,543

Passed this \_\_\_\_\_ day of \_\_\_\_\_  
(Day) (Month/Year)

Signature  
City Clerk/Finance Officer

Signature  
Mayor

**NOTICE OF PUBLIC HEARING  
AMENDMENT OF CURRENT CITY BUDGET**

The City Council of West Des Moines in POLK, DALLAS, WARREN, & MADISON County, Iowa  
 will meet at Council Chambers of WDM City Hall  
 at 5:35 PM on 5/16/2016  
(hour) (Date)

,for the purpose of amending the current budget of the city for the fiscal year ending June 30, 2016  
(year)

by changing estimates of revenue and expenditure appropriations in the following functions for the reasons given.  
 Additional detail is available at the city clerk's office showing revenues and expenditures by fund type and by activity.

	Total Budget as certified or last amended	Current Amendment	Total Budget after Current Amendment
<b>Revenues &amp; Other Financing Sources</b>			
Taxes Levied on Property 1	48,749,698		48,749,698
Less: Uncollected Property Taxes-Levy Year 2	0		0
<b>Net Current Property Taxes 3</b>	<b>48,749,698</b>	<b>0</b>	<b>48,749,698</b>
Delinquent Property Taxes 4	0		0
TIF Revenues 5	9,320,759		9,320,759
Other City Taxes 6	4,506,325		4,506,325
Licenses & Permits 7	1,465,550	1,673,000	3,138,550
Use of Money and Property 8	2,076,875	30,050	2,106,925
Intergovernmental 9	17,416,566	650,382	18,066,948
Charges for Services 10	19,107,450	1,467,850	20,575,300
Special Assessments 11	225,000		225,000
Miscellaneous 12	8,643,651	196,775	8,840,426
Other Financing Sources 13	12,158,000	16,841,625	28,999,625
Transfers In 14	66,182,186	666,656	66,848,842
<b>Total Revenues and Other Sources 15</b>	<b>189,852,060</b>	<b>21,526,338</b>	<b>211,378,398</b>
<b>Expenditures &amp; Other Financing Uses</b>			
Public Safety 16	29,925,246	291,355	30,216,601
Public Works 17	9,426,410	66,570	9,492,980
Health and Social Services 18	1,245,911		1,245,911
Culture and Recreation 19	8,811,049	87,260	8,898,309
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Business Type / Enterprises 25	34,197,338	1,075,800	35,273,138
<b>Total Gov Activities &amp; Business Expenditures 26</b>	<b>199,621,159</b>	<b>8,038,748</b>	<b>207,659,907</b>
Transfers Out 27	66,182,186	666,656	66,848,842
<b>Total Expenditures/Transfers Out 28</b>	<b>265,803,345</b>	<b>8,705,404</b>	<b>274,508,749</b>
<b>Excess Revenues &amp; Other Sources Over (Under) Expenditures/Transfers Out Fiscal Year 29</b>	<b>-75,951,285</b>	<b>12,820,934</b>	<b>-63,130,351</b>
Beginning Fund Balance July 1 30	187,165,948	63,498,946	250,664,894
<b>Ending Fund Balance June 30 31</b>	<b>111,214,663</b>	<b>76,319,880</b>	<b>187,534,543</b>

Explanation of increases or decreases in revenue estimates, appropriations, or available cash:

Actual fund balance and cash on hand July 1, 2015 and miscellaneous revenues and expenditures revised from the amended budget.

There will be no increase in tax levies to be paid in the current fiscal year named above related to the proposed budget amendment. Any increase in expenditures set out above will be met from the increased non-property tax revenues and cash balances not budgeted or considered in this current budget.

Tim Stiles

City Clerk/ Finance Officer Name

### Fund Summary

Fund Type	Revenues Inc (Dec)	Expenditures Inc (Dec)	Transfers In	Transfers (Out)	Net Inc (Dec)
<b>General</b>	\$ 2,852,332	\$ 1,730,535	\$ -	\$ -	\$ 1,121,797
<b>Special Revenue</b>	\$ 118,275	\$ (457,427)	\$ 468,196	\$ 332,096	\$ 711,802
<b>Debt Service</b>	\$ 15,050	\$ 164,640	\$ -	\$ -	\$ (149,590)
<b>Capital Projects</b>	\$ 17,446,625	\$ 5,525,200	\$ 198,460	\$ 136,100	\$ 11,983,785
<b>Business Type / Enterprise</b>	\$ 427,400	\$ 1,075,800	\$ -	\$ 198,460	\$ (846,860)
	<b>\$ 20,859,682</b>	<b>\$ 8,038,748</b>	<b>\$ 666,656</b>	<b>\$ 666,656</b>	<b>\$ 12,820,934</b>

Revenue Detail

Account Number						Current Budget	Change Inc (Dec)	Amended Budget
Fund	Function	Cost Center	Type	Line Item	Description			
<b>General Funds</b>								
<b><u>Licenses &amp; Permits</u></b>								
0100	10	20	1	2201	Misc Lic Permit/Bldg Insp	\$ 8,000	\$ 1,070,000	\$ 1,078,000
0100	10	20	1	2310	Building Permits	\$ 800,000	\$ 500,000	\$ 1,300,000
0100	10	20	1	2315	Electrical Permits	\$ 75,000	\$ 50,000	\$ 125,000
0100	10	20	1	2320	Heating Permits	\$ 50,000	\$ 20,000	\$ 70,000
0100	10	20	1	2325	Plumbing Permits	\$ 55,000	\$ 33,000	\$ 88,000
<b>Sub-total Licenses &amp; Permits</b>							<b>\$ 1,673,000</b>	
<b><u>Use of Money &amp; Property</u></b>								
0100	60	30	4	3100	Control Pay Revenue Sharing	\$ 50,000	\$ 15,000	\$ 65,000
<b>Sub-total Use of Money &amp; Property</b>							<b>\$ 15,000</b>	
<b><u>Intergovernmental</u></b>								
0100	10	40	2	4099	Grants-Misc Federal	\$ 1,300	\$ 16,700	\$ 18,000
0100	10	40	2	4300	Grants-Misc State	\$ -	\$ 5,000	\$ 5,000
0100	60	40	3	4990	Westcom Transfer to WDM	\$ 52,568	\$ (52,568)	\$ -
<b>Sub-total Intergovernmental</b>							<b>\$ (30,868)</b>	
<b><u>Charges for Services</u></b>								
0100	20	50	1	5275	Construction Inpsection-PW	\$ 50,000	\$ 58,000	\$ 108,000
0100	50	50	1	5002	Developer Pd Inpsection DS	\$ 300,000	\$ 1,020,000	\$ 1,320,000
0100	50	50	1	5048	Dev Paid Recordation	\$ 2,000	\$ 15,000	\$ 17,000
<b>Sub-total Charges for Services</b>							<b>\$ 1,093,000</b>	
<b><u>Miscellaneous</u></b>								
0100	10	70	2	7712	Private Contributions	\$ 22,000	\$ 40,000	\$ 62,000
0100	60	70	4	7855	Insurance Reimburse-Property	\$ -	\$ 33,500	\$ 33,500
<b>Sub-total Miscellaneous</b>							<b>\$ 73,500</b>	
<b><u>Other Financing Sources</u></b>								
0100	60	90	4	9025	Sale of Equipment/Vehicles	\$ -	\$ 28,700	\$ 28,700
<b>Sub-total Other Financing Sources</b>							<b>\$ 28,700</b>	
<b>General Funds Total</b>							<b>\$ 2,852,332</b>	
<b>Special Revenue Funds</b>								
<b><u>Miscellaneous</u></b>								
1360	10	70	2	7701	Donations/Gifts/Bequests	\$ 5,000	\$ 8,500	\$ 13,500
1400	40	70	2	7701	Donations/Gifts/Bequests	\$ 50,000	\$ 13,200	\$ 63,200
1525	40	70	3	5680	Tonnage Fee	\$ -	\$ 87,600	\$ 87,600
1535	40	70	2	7701	Donations/Gifts/Bequests	\$ 875	\$ 3,375	\$ 4,250
1645	50	70	2	7712	Private Funds/Contributions	\$ 31,250	\$ 5,600	\$ 36,850
<b>Sub-total Miscellaneous</b>							<b>\$ 118,275</b>	
<b>Special Revenue Funds Total</b>							<b>\$ 118,275</b>	
<b>Debt Service</b>								
<b><u>Use of Money &amp; Property</u></b>								
2100	60	30	4	3000	Interest from IPAIT	\$ -	\$ 2,650	\$ 2,650
2100	60	30	4	3045	Interest on Money Markets	\$ -	\$ 12,400	\$ 12,400
<b>Sub-total Miscellaneous</b>							<b>\$ 15,050</b>	
<b>Debt Service Funds Total</b>							<b>\$ 15,050</b>	

## Revenue Detail

Account Number						Current Budget	Change Inc (Dec)	Amended Budget
Fund	Function	Cost Center	Type	Line Item	Description			
<b>Capital Projects Funds</b>								
<b><u>Traffic Signal Renovation</u></b>								
3514	20	40	3	4355	Iowa DOT Agreement/Grant	\$ -	\$ 106,000	\$ 106,000
<b>Sub-total Traffic Signal Renovation</b>							<b>\$ 106,000</b>	
<b><u>39th St/EPT to N of RR Tracks</u></b>								
4232	20	90	4	9030	Sale of Land/Buildings	\$ -	\$ 1,525	\$ 1,525
<b>Sub-total 39th/EPT to N or RR Trks</b>							<b>\$ 1,525</b>	
<b><u>Project Alluvion</u></b>								
4257	60	40	3	4953	WDM Water Works Payment	\$ -	\$ 500,000	\$ 500,000
<b>Sub-total Project Alluvion</b>							<b>\$ 500,000</b>	
<b><u>2015 Sidewalk Program</u></b>								
4288	20	50	1	5270	Sidewalk Repair	\$ -	\$ 28,800	\$ 28,800
<b>Sub-total 2015 Sidewalk Repair</b>							<b>\$ 28,800</b>	
<b><u>65th &amp; Ashworth Intersection</u></b>								
4289	20	70	3	7712	Private Funds Contribution	\$ -	\$ 5,000	\$ 5,000
<b>Sub-total 65th &amp; Ashworth Intersection</b>							<b>\$ 5,000</b>	
<b><u>City/School Campus Watershed</u></b>								
6543	40	40	3	4599	Grants-Misc State	\$ -	\$ 5,300	\$ 5,300
<b>Sub-total City/School Campus Watershed</b>							<b>\$ 5,300</b>	
<b><u>Future FY TIF Bond Issues</u></b>								
7600	70	90	9	9050	Bond Proceeds	\$ -	\$ 16,800,000	\$ 16,800,000
<b>Sub-total Future FY TIF Bond Issue</b>							<b>\$ 16,800,000</b>	
<b>Capital Projects Funds Total</b>							<b>\$ 17,446,625</b>	
<b>Business Type Funds</b>								
<b><u>Intergovernmental</u></b>								
8300	80	40	2	4599	Grants - Misc State	\$ 21,685	\$ 69,950	\$ 91,635
<b>Sub-total Intergovernmental</b>							<b>\$ 69,950</b>	
<b><u>Charges for Services</u></b>								
8100	80	50	1	5412	Sewer Capital Charges	\$ 250,000	\$ 145,000	\$ 395,000
8100	80	50	1	5413	Sewer Cap Pheasant Ridge	\$ 20,000	\$ (20,000)	\$ -
8144	80	50	3	5416	Sewer Fee District-Raccon River	\$ -	\$ 7,400	\$ 7,400
8149	80	50	3	5416	Swr Fee District-Grand West	\$ -	\$ 46,400	\$ 46,400
8150	80	50	3	5416	Swr Fee District-Dixies Acres	\$ -	\$ 112,250	\$ 112,250
8342	80	50	3	5416	Strmwater Fee-Sugar Creek	\$ 53,100	\$ 55,000	\$ 108,100
<b>Sub-total Charges for Services</b>							<b>\$ 346,050</b>	
<b><u>Other Financing Sources</u></b>								
9200	80	90	4	7789	Sale Proceeds from Auction	\$ -	\$ 11,400	\$ 11,400
<b>Sub-total Other Financing Sources</b>							<b>\$ 11,400</b>	
<b>Business Type Funds Total</b>							<b>\$ 427,400</b>	
<b>Revenue Total</b>							<b>\$ 20,859,682</b>	



## Transfers

Account Number						Current Budget	Change Inc (Dec)	Amended Budget
Fund	Function	Cost Center	Type	Line Item	Description			
<b>Transfers In</b>								
<b>Special Revenue</b>								
1100	95	95	9	9100	Road Use Tax -Transfer In	\$ -	\$ 136,100	\$ 136,100
1861	95	95	9	9100	Woodland Hills LMI-Transfers In	\$ -	\$ 332,096	\$ 332,096
<b>Total Special Revenue Fund Transfers In</b>							<b>\$ 468,196</b>	
<b>Capital</b>								
3518	95	95	9	9100	treetlight Installation-Transfers I	\$ -	\$ 133,460	\$ 133,460
6567	95	95	9	9100	odland Hills Greenway -Transfer	\$ -	\$ 65,000	\$ 65,000
<b>Total Special Revenue Fund Transfers In</b>							<b>\$ 198,460</b>	
<b>Total Transfers In</b>							<b>\$ 666,656</b>	
<b>Transfers Out</b>								
<b>Special Revenue</b>								
1860	95	890	9	9100	Woodland Hills -Transfers Out	\$ -	\$ 332,096	\$ 332,096
<b>Total Special Revenue Fund Transfers Out</b>							<b>\$ 332,096</b>	
<b>Capital</b>								
4038	95	890	9	9100	nd Ave/I-35 to S. 50th Transfer	\$ -	\$ 136,100	\$ 136,100
<b>Total Capital Fund Transfers Out</b>							<b>\$ 136,100</b>	
<b>Enterprise Fund</b>								
8300	95	890	9	9100	Stormwater -transfer Out	\$ -	\$ 65,000	\$ 65,000
9540	95	890	9	9100	Developer Bond Transfer Out	\$ -	\$ 133,460	\$ 133,460
<b>Total Special Revenue Fund Transfers Out</b>							<b>\$ 198,460</b>	
<b>Total Transfers Out</b>							<b>\$ 666,656</b>	
<b>Net Transfers In/Out</b>							<b>\$ -</b>	

## Expenditure Summary

Program	Change Inc (Dec)
<b>Public Safety</b>	
<b>Operating</b>	
Police Patrol	\$ 116,055
Fire Administration	\$ 10,000
Fire Suppression	\$ 112,100
Municipal Emergency Management	\$ 9,000
Public Safety Station #22	\$ 33,000
WestPet	\$ 1,200
<b>Operating Total</b>	<b>\$ 281,355</b>
<b>Special Revenue</b>	
Police Gift Trust	\$ 10,000
<b>Special Revenue Total</b>	<b>\$ 10,000</b>
<b>Public Safety Total</b>	<b>\$ 291,355</b>
<b>Public Works</b>	
<b>Operating</b>	
Traffic Control & Safety	\$ 40,000
Street Maintenance Improved	\$ 70,000
Buildings & Fleet	\$ 50,000
Engineerig Services	\$ 41,270
Metro Salt Storage Shed	\$ 15,300
<b>Operating Total</b>	<b>\$ 216,570</b>
<b>Special Revenue</b>	
Street Lighting	\$ (150,000)
<b>Special Revenue Total</b>	<b>\$ (150,000)</b>
<b>Public Works Total</b>	<b>\$ 66,570</b>
<b>Culture and Recreation</b>	
<b>Operating</b>	
Parks	\$ -
Raccoon River Park Softball Complex	\$ 11,120
Holiday Park Baseball	\$ -
Library	\$ 74,040
<b>Operating Total</b>	<b>\$ 85,160</b>
<b>Special Revenue</b>	
Park Trust	\$ 2,100
<b>Special Revenue Total</b>	<b>\$ 2,100</b>
<b>Culture and Recreation Total</b>	<b>\$ 87,260</b>

## Expenditure Summary

Program	Change Inc (Dec)
<b>Community and Economic Development</b>	
Valley Junction Development	\$ 33,250
Nuisance Abatement	\$ 41,000
Special Census	\$ (135,000)
Development Services	\$ 25,000
Community & Economic Development	\$ 870,000
Regional Economic Development	\$ (6,950)
Metro Home Improvement Program	\$ 17,855
<b>Operating Total</b>	<b>\$ 845,155</b>
<b>Special Revenue</b>	
Dallas County Local Housing Trust Fund	\$ 5,045
HUD Entitlement Program	\$ (22,900)
Economic Development	\$ 13,900
Valley Jct/RR TIF District	\$ 1,050
Westtown V TIF District	\$ 13,300
Mill Parkway TIF District	\$ 225
Mills Parkway TIF Global Av Sub #5	\$ 4,000
Mill Parkway TIF Sub #7	\$ (340,047)
Woodland Hills TIF District	\$ 1,050
Alluvion TIF District	\$ 700
4125 Westtown TIF District	\$ 4,150
<b>Special Revenue Total</b>	<b>\$ (319,527)</b>
<b>Community and Economic Development Total</b>	<b>\$ 525,628</b>
<b>General Government</b>	
<b>Operating</b>	
Public Information	\$ 13,000
Legal	\$ 48,400
Information Technology Services	\$ 191,395
Human Resources	\$ 4,100
Finance	\$ 37,400
City Hall	\$ 8,000
<b>Operating Total</b>	<b>\$ 302,295</b>
<b>General Government Total</b>	<b>\$ 302,295</b>
<b>Debt Service</b>	<b>\$ 164,640</b>
<b>Capital Projects</b>	<b>\$ 5,525,200</b>
<b>Total Government Activities Expenditures</b>	<b>\$ 6,962,948</b>
<b>Business Type / Enterprise</b>	<b>\$ 1,075,800</b>
<b>Total Government Activities &amp; Business Expenditures</b>	<b>\$ 8,038,748</b>

## Expenditure Detail - Public Safety

Account Number						Current Budget	Change Inc (Dec)	Amended Budget
Fund	Function	Cost Center	Type	Line Item	Description			
<b>Public Safety</b>								
<b>Operating</b>								
<b><u>Police Patrol</u></b>								
0100	10	118	3	2180	Training	\$ 34,450	\$ 12,000	\$ 46,450
0100	10	118	3	3200	Uniforms	\$ 54,500	\$ 6,000	\$ 60,500
0100	10	118	3	5690	Nuisance Abatement	\$ 4,000	\$ 16,000	\$ 20,000
0100	10	118	5	7305	Non Capital Assets	\$ 42,000	\$ 27,055	\$ 69,055
0100	10	118	6	7401	Squads/Radios/Equipment	\$ 350,000	\$ 55,000	\$ 405,000
<b>Sub-total Police Patrol</b>							<b>\$ 116,055</b>	
<b><u>Fire Administration</u></b>								
0100	10	150	3	4610	Accreditation Fees	\$ 4,500	\$ 10,000	\$ 14,500
<b>Sub-total Fire Administration</b>							<b>\$ 10,000</b>	
<b><u>Fire Suppression</u></b>								
0100	10	158	1	1100	Compensation	\$ 2,924,000	\$ 42,500	\$ 2,966,500
0100	10	158	1	1300	Overtime	\$ 110,000	\$ 90,000	\$ 200,000
0100	10	158	1	1355	Double Time	\$ 2,500	\$ 3,000	\$ 5,500
0100	10	158	1	1460	Command Pay	\$ 5,200	\$ 17,300	\$ 22,500
0100	10	158	1	1470	Duty Officer Pay	\$ 2,800	\$ 1,200	\$ 4,000
0100	10	158	1	1480	Driver Differential	\$ 2,800	\$ 9,100	\$ 11,900
0100	10	158	1	1550	Health/Medical Insurance	\$ 532,200	\$ (50,000)	\$ 482,200
0100	10	158	1	1552	FSA Employer Contribution	\$ 20,000	\$ (1,000)	\$ 19,000
<b>Sub-total Fire Suppression</b>							<b>\$ 112,100</b>	
<b><u>Municipal Emergency Management</u></b>								
0100	10	162	3	5032	Polk County Emergency Management	\$ 13,500	\$ 9,000	\$ 22,500
<b>Sub-total Public Safety Station #18</b>							<b>\$ 9,000</b>	
<b><u>Westside Station #22</u></b>								
0100	10	170	3	3821	Vehicle Maintenance	\$ 20,000	\$ 18,000	\$ 38,000
0100	10	170	3	3851	Building Maintenance	\$ 20,000	\$ 15,000	\$ 35,000
<b>Sub-total Westside Station #22</b>							<b>\$ 33,000</b>	
<b><u>WestPet</u></b>								
0150	10	120	3	3920	Cell Phone/Data Card	\$ -	\$ 1,200	\$ 1,200
<b>Sub-total WestPet</b>							<b>\$ 1,200</b>	
<b>Operating Total</b>							<b>\$ 281,355</b>	
<b>Special Revenue</b>								
<b><u>Police Gift Trust</u></b>								
1360	10	110	6	7390	Donations/Gifts/Bequests	\$ 5,000	\$ 10,000	\$ 15,000
<b>Sub-total Police Gift Trust</b>							<b>\$ 10,000</b>	
<b>Special Revenue Total</b>							<b>\$ 10,000</b>	
<b>Public Safety Total</b>							<b>\$ 291,355</b>	

## Expenditure Detail - Public Works

Account Number						Current Budget	Change Inc (Dec)	Amended Budget
Fund	Function	Cost Center	Type	Line Item	Description			
<b>Public Works</b>								
<b>Operating</b>								
<b><u>Traffic Control &amp; Safety</u></b>								
0100	20	408	3	5522	Traffic Signal Maintenance	\$ 42,000	\$ 40,000	\$ 82,000
<b>Sub-total Traffic Control &amp; Safety</b>							<b>\$ 40,000</b>	
<b><u>Street Maintenance-Improved</u></b>								
0100	20	430	3	5499	Emergency Repairs	\$ 15,000	\$ 70,000	\$ 85,000
<b>Sub-total Street Maintenance Improved</b>							<b>\$ 70,000</b>	
<b><u>Buildings &amp; Fleet</u></b>								
0100	20	480	3	3851	Building Maintenance	\$ 82,000	\$ 50,000	\$ 132,000
<b>Sub-total Buildings &amp; Fleet</b>							<b>\$ 50,000</b>	
<b><u>Engineering Services</u></b>								
0100	20	495	1	1100	Compensation	\$ 560,000	\$ 35,000	\$ 595,000
0100	20	495	1	1300	Overtime	\$ 2,000	\$ 3,000	\$ 5,000
0100	20	495	1	1400	Longevity	\$ 2,925	\$ 550	\$ 3,475
0100	20	495	1	1506	Cell Phone Allowance	\$ 1,800	\$ 720	\$ 2,520
0100	20	495	1	1550	Health/Medical Insurance	\$ 94,500	\$ (4,000)	\$ 90,500
0100	20	495	1	1560	Dental Insurance	\$ 2,325	\$ 75	\$ 2,400
0100	20	495	1	1570	Life Insurance	\$ 1,575	\$ 125	\$ 1,700
0100	20	495	1	1610	City Share FICA	\$ 45,300	\$ 2,000	\$ 47,300
0100	20	495	1	1620	City Share IPERS	\$ 53,000	\$ 3,500	\$ 56,500
0100	20	495	3	2328	Meeting Expense	\$ -	\$ 300	\$ 300
							<b>\$ 41,270</b>	
<b><u>Metro Salt Storage Facility</u></b>								
0805	20	465	3	2753	Insurance Premiums	\$ -	\$ 1,300	\$ 1,300
0805	20	465	3	3600	Equipment Maintenance	\$ -	\$ 14,000	\$ 14,000
<b>Sub-total Buildings &amp; Fleet</b>							<b>\$ 15,300</b>	
<b>Operating Total</b>							<b>\$ 216,570</b>	
<b>Special Revenue</b>								
<b><u>Street Lighting</u></b>								
1100	20	409	4	3970	Electricity	\$ 1,022,000	\$ (150,000)	\$ 872,000
<b>Sub-total Street Lighting</b>							<b>\$ (150,000)</b>	
<b>Special Revenue Total</b>							<b>\$ (150,000)</b>	
<b>Public Works Total</b>							<b>\$ 66,570</b>	

Expenditure Detail - Culture and Recreation

Account Number					Description	Current Budget	Change Inc (Dec)	Amended Budget
Fund	Function	Cost Center	Type	Line Item				
<b>Culture and Recreation</b>								
<b>Operating</b>								
<b><u>Parks</u></b>								
0100	40	344	3	7994	Emerald Ash Borer	\$ 200,000	\$ (100,000)	\$ 100,000
0100	40	344	6	7430	Pickup New	\$ -	\$ 100,000	\$ 100,000
<b>Sub-total Parks</b>							\$ -	
<b><u>RRP Softball Complex</u></b>								
0100	40	350	3	3851	Building Maintenance	\$ 10,600	\$ 11,120	\$ 21,720
<b>Sub-total RRP Softball Complex</b>							\$ 11,120	
<b><u>Holiday Park Baseball</u></b>								
0100	40	351	1	1300	Part-Time Temp	\$ 56,700	\$ (33,200)	\$ 23,500
0100	40	351	3	5425	Irrigation	\$ 13,900	\$ (6,000)	\$ 7,900
0100	40	351	5	4500	Contractual Services	\$ 130,000	\$ 16,000	\$ 146,000
0100	40	351	6	7399	Requested Misc Capital	\$ -	\$ 23,200	\$ 23,200
<b>Sub-total Valley View Aquatics Center</b>							\$ -	
<b><u>Library</u></b>								
0200	40	320	1	1100	Compensation	\$ 976,000	\$ 14,000	\$ 990,000
0200	40	320	1	1300	Overtime	\$ 25,000	\$ 7,000	\$ 32,000
0200	40	320	1	1552	FSA Employer Compensation	\$ 1,900	\$ (700)	\$ 1,200
0200	40	320	1	1554	H.S.A. Employer Compensation	\$ -	\$ 1,200	\$ 1,200
0200	40	320	3	4500	Contractual Services	\$ -	\$ 52,540	\$ 52,540
<b>Sub-total Library</b>							\$ 74,040	
<b>Operating Total</b>							\$ 85,160	
<b>Special Revenue</b>								
<b><u>Park Trust</u></b>								
1520	40	344	6	7390	Donation/Gifts/Bequests	\$ 5,000	\$ 500	\$ 5,500
1520	40	344	6	7392	Benches	\$ 3,400	\$ 1,600	\$ 5,000
<b>Sub-total Park Trust</b>							\$ 2,100	
<b>Special Revenue Total</b>							\$ 2,100	
<b>Culture and Recreation Total</b>							\$ 87,260	

Expenditure Detail - Community and Economic Development

Account Number						Current Budget	Change Inc (Dec)	Amended Budget
Fund	Function	Cost Center	Type	Line Item	Description			
<b>Community and Economic Development</b>								
<b>Operating</b>								
<b><u>Valley Junction Development</u></b>								
0100	50	395	3	5490	General Repairs	\$ 3,600	\$ 33,250	\$ 36,850
<b>Sub-total Valley Junction Development</b>							\$ 33,250	
<b><u>Nuisance Abatement</u></b>								
0100	50	470	1	1300	Overtime	\$ 6,000	\$ 9,000	\$ 15,000
0100	50	470	1	1440	On Call Pay	\$ -	\$ 8,000	\$ 8,000
0100	50	470	3	5696	Contract Mowing	\$ -	\$ 24,000	\$ 24,000
<b>Sub-total Nuisance Abatement</b>							\$ 41,000	
<b><u>Special Census</u></b>								
0100	50	555	5	7950	Special Census	\$ 643,490	\$ (135,000)	\$ 508,490
<b>Sub-total Special Census</b>							\$ (135,000)	
<b><u>Development Services</u></b>								
0100	50	560	5	4500	Contractual Services	\$ -	\$ 25,000	\$ 25,000
<b>Sub-total Development Services</b>							\$ 25,000	
<b><u>Community &amp; Econ Development</u></b>								
0100	50	585	3	5087	Phenix Building	\$ 50,000	\$ 15,000	\$ 65,000
0100	50	585	6	7399	Requested Misc Capital	\$ -	\$ 855,000	\$ 855,000
<b>Sub-total Special Census</b>							\$ 870,000	
<b><u>Regional Economic Development</u></b>								
0100	50	588	3	6810	Dallas County Economic Develop	\$ 30,115	\$ (6,950)	\$ 23,165
<b>Sub-total Regional Economic Development</b>							\$ (6,950)	
<b><u>Metro Home Improvement Program</u></b>								
0105	50	570	1	1100	Compensation	\$ 24,700	\$ 10,200	\$ 34,900
0105	50	570	1	1200	Part-Time Temp	\$ 7,750	\$ 3,800	\$ 11,550
0105	50	570	1	1550	Health Medical Insurance	\$ 5,283	\$ 1,615	\$ 6,898
0105	50	570	1	1560	Dental Insurance	\$ 132	\$ 40	\$ 172
0105	50	570	1	1570	Life Insurance	\$ 70	\$ 30	\$ 100
0105	50	570	1	1610	City Share FICA	\$ 2,525	\$ 950	\$ 3,475
0105	50	570	1	1620	City Share IPERS	\$ 2,950	\$ 1,220	\$ 4,170
<b>Sub-total Regional Economic Development</b>							\$ 17,855	
<b>Operating Total</b>							\$ 845,155	
<b>Special Revenue</b>								
<b><u>Dallas County Local Housing Trust Fund</u></b>								
1106	50	570	1	1100	Compensation	\$ 11,153	\$ 2,035	\$ 13,188
1106	50	570	1	1200	Part-Time Temp	\$ 3,500	\$ 2,100	\$ 5,600
1106	50	570	1	1550	Health Medical Insurance	\$ 2,386	\$ 225	\$ 2,611
1106	50	570	1	1560	Dental Insurance	\$ 60	\$ 5	\$ 65
1106	50	570	1	1570	Life Insurance	\$ 32	\$ 10	\$ 42
1106	50	570	1	1610	City Share FICA	\$ 1,140	\$ 290	\$ 1,430
1106	50	570	1	1620	City Share IPERS	\$ 1,331	\$ 380	\$ 1,711
<b>Sub-total Dallas County Local Housing Trust Fund</b>							\$ 5,045	

Expenditure Detail - Community and Economic Development

Account Number						Current Budget	Change Inc (Dec)	Amended Budget
Fund	Function	Cost Center	Type	Line Item	Description			
<b>Community &amp; Economic Development -Continued</b>								
<b><i>HUD Entitlement Program</i></b>								
1645	50	570	1	1100	Compensation	\$ 43,813	\$ (12,505)	\$ 31,308
1645	50	570	1	1200	Part-Time Temp	\$ 13,750	\$ (3,650)	\$ 10,100
1645	50	570	1	1550	Health Medical Insurance	\$ 9,372	\$ (3,475)	\$ 5,897
1645	50	570	1	1560	Dental Insurance	\$ 234	\$ (85)	\$ 149
1645	50	570	1	1570	Life Insurance	\$ 124	\$ (35)	\$ 89
1645	50	570	1	1610	City Share FICA	\$ 4,477	\$ (1,500)	\$ 2,977
1645	50	570	1	1620	City Share IPERS	\$ 5,226	\$ (1,650)	\$ 3,576
<b><i>Sub-total HUD Entitlement Program</i></b>							<b>\$ (22,900)</b>	
<b><i>Economic Development</i></b>								
1750	50	775	5	5055	Survey	\$ -	\$ 13,900	\$ 13,900
<b><i>Sub-total Economic Development</i></b>							<b>\$ 13,900</b>	
<b><i>Valley Jct./RR TIF District</i></b>								
1810	50	576	3	4823	Legal Fees	\$ -	\$ 1,050	\$ 1,050
<b><i>Sub-total Valley Jct. /RR TIF District</i></b>							<b>\$ 1,050</b>	
<b><i>Westtown V TIF District</i></b>								
1838	50	576	3	4823	Legal Fees	\$ -	\$ 13,300	\$ 13,300
<b><i>Sub-total Westtown V TIF District</i></b>							<b>\$ 13,300</b>	
<b><i>Mills Parkway TIF District</i></b>								
1850	50	576	3	4823	Legal Fees	\$ -	\$ 225	\$ 225
<b><i>Sub-total Mills Parkway TIF District</i></b>							<b>\$ 225</b>	
<b><i>Mills Parkway TIF Global Av Sub #5</i></b>								
1850	50	576	3	4823	Legal Fees	\$ -	\$ 4,000	\$ 4,000
<b><i>Sub-total Mills Parkway TIF Global Av Sub #5</i></b>							<b>\$ 4,000</b>	
<b><i>Mills TIF-Microsoft Sub #7</i></b>								
1852	50	576	3	5043	Microsoft Dev Agreement	\$ 340,047	\$ (340,047)	\$ -
<b><i>Sub-total Mill-TIF Microsoft Sub #7</i></b>							<b>\$ (340,047)</b>	
<b><i>Woodland Hills TIF District</i></b>								
1860	50	576	3	4823	Legal Fees	\$ -	\$ 1,050	\$ 1,050
<b><i>Sub-total Woodland Hills TIF District</i></b>							<b>\$ 1,050</b>	
<b><i>Alluvion TIF District</i></b>								
1865	50	576	3	4823	Legal Fees	\$ -	\$ 700	\$ 700
<b><i>Sub-total Alluvion TIF District</i></b>							<b>\$ 700</b>	
<b><i>4125 Westtown TIF District</i></b>								
1870	50	576	3	4823	Legal Fees	\$ -	\$ 4,150	\$ 4,150
<b><i>Sub-total 4125 Westtown TIF District</i></b>							<b>\$ 4,150</b>	
<b>Special Revenue Total</b>							<b>\$ (319,527)</b>	
<b>Community &amp; Economic Development Total</b>							<b>\$ 525,628</b>	



Expenditure Detail - General Government

Account Number						Current Budget	Change Inc (Dec)	Amended Budget
Fund	Function	Cost Center	Type	Line Item	Description			
<b>General Government</b>								
<b>Operating</b>								
<b><u>Public Information</u></b>								
0100	60	635	3	4020	WDM Magazine	\$ 150,000	\$ 13,000	\$ 163,000
<b>Sub-total Public Information</b>							<b>\$ 13,000</b>	
<b><u>Legal</u></b>								
0100	60	642	3	4813	Legal Fees-Litigation	\$ 26,600	\$ 48,400	\$ 75,000
<b>Sub-total Legal</b>							<b>\$ 48,400</b>	
<b><u>Information Technology Services</u></b>								
0100	60	650	3	4500	Contractual Services	\$ 285,000	\$ 41,395	\$ 326,395
0100	60	650	6	7110	Computer Hardware	\$ 224,000	\$ 150,000	\$ 374,000
<b>Sub-total Information Technology Services</b>							<b>\$ 191,395</b>	
<b><u>Human Resources</u></b>								
0100	60	670	3	3780	Software Maint Contracts	\$ 62,900	\$ 4,100	\$ 67,000
<b>Sub-total Human Resources</b>							<b>\$ 4,100</b>	
<b><u>Finance</u></b>								
0100	60	710	3	2325	Business Expenes	\$ 1,500	\$ 1,500	\$ 3,000
0100	60	710	3	3650	Copier Expense	\$ 2,000	\$ 1,800	\$ 3,800
0100	60	710	3	4735	Financial Advisory	\$ 10,000	\$ 13,500	\$ 23,500
0100	60	710	5	4500	Contractual Services	\$ 8,500	\$ 20,600	\$ 29,100
<b>Sub-total Finance</b>							<b>\$ 37,400</b>	
<b><u>City Hall</u></b>								
0100	60	730	3	3868	Fountain Maintenance	\$ 63,650	\$ 8,000	\$ 71,650
<b>Sub-total City Hall</b>							<b>\$ 8,000</b>	
<b>Operating Total</b>							<b>\$ 302,295</b>	
<b>General Government Total</b>							<b>\$ 302,295</b>	

Debt Service

Account Number						Current Budget	Change Inc (Dec)	Amended Budget
Fund	Function	Cost Center	Type	Line Item	Description			
<b>Debt Service</b>								
<i>Special Revenue</i>								
1100	70	880	7	8667	Highway 5 - DOT Payment	\$ -	\$ 164,640	\$ 164,640
<i>Sub-total Special Revenue</i>							\$ 164,640	
<b>Debt Service Total</b>							\$ 164,640	

## Capital Projects

Account Number						Current Budget	Change Inc (Dec)	Amended Budget
Fund	Function	Cost Center	Type	Line Item	Description			
<b>Capital Projects Funds</b>								
<b>Public Safety Station #17</b>								
3009	75	810	6	7910		\$ 608,085	\$ 179,000	\$ 787,085
<b>Sub-total Public Safety Station #17</b>							\$ 179,000	
<b>Law Enforcement Center</b>								
3043	75	810	6	7910	Contracts	\$ 26,650	\$ 32,100	\$ 58,750
<b>Sub-total Law Enforcement Center</b>							\$ 32,100	
<b>Law Enforcement Center Roof Replacement</b>								
3054	75	810	6	7910	Contracts	\$ 411,100	\$ 3,650	\$ 414,750
3054	75	810	6	7920	Design	\$ 30,500	\$ 51,100	\$ 81,600
<b>Sub-total Law Enforcement Center Roof Replacement</b>							\$ 54,750	
<b>Traffic Signals</b>								
3506	75	820	6	7910	Contracts	\$ -	\$ 188,200	\$ 188,200
<b>Sub-total Traffic Signals</b>							\$ 188,200	
<b>Traffic Signals Renovation</b>								
3514	75	820	6	7910	Contracts	\$ 367,170	\$ 365,000	\$ 732,170
<b>Sub-total Traffic Signal Renovation</b>							\$ 365,000	
<b>Street Light Installation</b>								
3518	75	820	6	7910	Contracts	\$ -	\$ 140,000	\$ 140,000
3518	75	820	6	7920	Design/Inspection	\$ -	\$ 35,000	\$ 35,000
<b>Sub-total Street Light Installation</b>							\$ 175,000	
<b>JCP and Unvierstiy Improvements</b>								
4030	75	820	6	7910	Contracts	\$ -	\$ 60,000	\$ 60,000
4030	75	820	6	7920	Design/Inspection	\$ -	\$ 15,000	\$ 15,000
<b>Sub-total Jordan Creek and Unvierstiy Improvements</b>							\$ 75,000	
<b>S 50th Widening/ Mills to EP True</b>								
4103	75	820	6	7910	Design/Inspection	\$ 685,000	\$ 12,000	\$ 697,000
4103	75	820	6	7930	Land/ROW	\$ -	\$ 70,000	\$ 70,000
<b>Sub-total S 50th Widening / Mills to EP True</b>							\$ 82,000	
<b>S. 88th/ Sugar Creek to Booneville</b>								
4247	75	820	6	7920	Design/Inspection	\$ 74,000	\$ 11,000	\$ 85,000
4247	75	820	6	7930	Land/ROW-Construction	\$ 1,300	\$ 10,700	\$ 12,000
<b>Sub-total S.88th/Sugar Creek to Booneville</b>							\$ 21,700	
<b>Maffitt lake Rd - Vets to S. 8th</b>								
4259	77	820	6	7910	Contracts	\$ 55,100	\$ 3,683,500	\$ 3,738,600
<b>Sub-total Maffitt Lake Rd-Vets to S. 8th</b>							\$ 3,683,500	
<b>Pine Ave- S. 8th to End of Pavement</b>								
4260	77	820	6	7910	Contracts	\$ 3,551,000	\$ 118,500	\$ 3,669,500
4260	77	820	6	7920	Design/Inspection	\$ 95,600	\$ 197,000	\$ 292,600
<b>Sub-total Pine ave-S.8th to End of Pavement</b>							\$ 315,500	
<b>S.8th-Pine Ave to County Line</b>								
4263	77	820	6	7920	Design/Inspection	\$ -	\$ 57,000	\$ 57,000
<b>Sub-total S.8th-Pine Ave to County Line</b>							\$ 57,000	
<b>Alluvion Fiber Route</b>								
4267	77	820	6	7910	Contracts	\$ 1,957,000	\$ (1,957,000)	\$ -
<b>Sub-total Alluvion Fiber Route</b>							\$ (1,957,000)	

## Capital Projects

Account Number						Current Budget	Change Inc (Dec)	Amended Budget
Fund	Function	Cost Center	Type	Line Item	Description			
<b>Capital Projects - Continued</b>								
<b><u>S 88th/Sugar Creek Dr - Grand</u></b>								
4282	77	820	6	7910	Contracts	\$ -	\$ 1,211,000	\$ 1,211,000
<b><i>Sub-total S 88th/Sugar Creek Dr - Grand</i></b>							<b>\$ 1,211,000</b>	
<b><u>Holiday Park Improvements</u></b>								
6515	75	840	6	7910	Contracts	\$ 884,600	\$ (15,000)	\$ 869,600
6515	75	840	6	7920	Design	\$ 66,000	\$ 15,000	\$ 81,000
<b><i>Sub-total Holiday Park Improvements</i></b>							<b>\$ -</b>	
<b><u>88th Street Trail</u></b>								
6524	75	840	6	7910	Contracts	\$ 48,700	\$ 36,800	\$ 85,500
<b><i>Sub-total 88th Street Trail</i></b>							<b>\$ 36,800</b>	
<b><u>Woodland Hills Greenway</u></b>								
6567	75	840	6	7910	Contracts		\$ 65,500	\$ 65,500
<b><i>Sub-total Woodland Hills Greenway</i></b>							<b>\$ 65,500</b>	
<b><u>Concrete Rehab Parks</u></b>								
6595	75	840	6	7910	Contracts	\$ 20,900	\$ (2,300)	\$ 18,600
<b><i>Sub-total 88th Street Trail</i></b>							<b>\$ (2,300)</b>	
<b><u>Trails-Developer Cost-Share</u></b>								
6992	75	840	6	7910	Contracts	\$ 28,800	\$ 48,300	\$ 77,100
<b><i>Sub-total Trails-Developer Cost Share</i></b>							<b>\$ 48,300</b>	
<b><u>Misc Park Improvements</u></b>								
6994	40	840	5	7305	Non Capital Assets	\$ -	\$ 2,200	\$ 2,200
6994	75	840	6	7910	Contracts	\$ 67,100	\$ (2,200)	\$ 64,900
<b><i>Sub-total Misc Park Improvements</i></b>							<b>\$ -</b>	
<b><u>318 5th</u></b>								
7006	75	830	6	7910	Contracts	\$ 541,100	\$ 434,000	\$ 975,100
<b><i>Sub-total 318 5th</i></b>							<b>\$ 434,000</b>	
<b><u>Municipal Campus Amenities</u></b>								
7503	75	860	6	7920	Contracts	\$ -	\$ 420,000	\$ 420,000
<b><i>Sub-total Municipal Campus Amendities</i></b>							<b>\$ 420,000</b>	
<b><u>City-Wide Fac Ennergy Savings</u></b>								
7510	75	860	6	7910	Contracts	\$ -	\$ 13,500	\$ 13,500
7510	75	860	6	7920	Design	\$ -	\$ 26,650	\$ 26,650
<b><i>Sub-total Municipal Campus Amendities</i></b>							<b>\$ 40,150</b>	
<b>Capital Projects Funds Total</b>							<b>\$ 5,525,200</b>	
<b>Capital Projects Total</b>							<b>\$ 5,525,200</b>	

Business Type/Enterprise

Account Number					Description	Current Budget	Change Inc (Dec)	Amended Budget
Fund	Function	Cost Center	Type	Line Item				
<b>Capital Projects Funds- Business Type</b>								
<b>South Area Sewer Trunk Extension</b>								
5103	80	820	6	7920	Design/Inspection	\$ -	\$ 640,000	\$ 640,000
<b>Sub-total South Area Trunk Extension</b>							<b>\$ 640,000</b>	
<b>Dixie Acres San Sewer</b>								
5104	80	820	6	7910	Contracts	\$ 180,000	\$ 56,500	\$ 236,500
5104	80	820	6	7920	Design/Inspection	\$ -	\$ 20,500	
5104	80	820	6	7930	Land/ROW Consturction	\$ 2,000	\$ 10,300	\$ 12,300
<b>Sub-total Dixie Acres San Sewer</b>							<b>\$ 87,300</b>	
<b>S. 60th St San Sewer Collector</b>								
5106	80	820	6	7920	Design/Inspection	\$ -	\$ 29,150	\$ 29,150
<b>Sub-total S. 60th St San Sewer Collector</b>							<b>\$ 29,150</b>	
<b>2016 Drain Struct &amp; Pipe Retainer</b>								
5551	80	820	6	7910	Contracts	\$ 75,000	\$ 16,000	\$ 91,000
<b>Sub-total 2016 Drain Struct &amp; Pipe Retainer</b>							<b>\$ 16,000</b>	
<b>Bridgewood Blvd Culvert</b>								
5558	80	820	6	7920	Design/Inspection	\$ -	\$ 155,000	\$ 155,000
<b>Sub-total Bridgewood Blvd Culvert</b>							<b>\$ 155,000</b>	
<b>Capital Projects Funds Total</b>							<b>\$ 927,450</b>	
<b>WDM Sewer Operations &amp; Maint</b>								
8110	80	440	3	2180	Training	\$ 4,300	\$ 5,400	\$ 9,700
8110	80	440	3	5651	Pump Station Maintenance	\$ 30,000	\$ 15,000	\$ 45,000
8110	80	440	6	7150	Computer Software	\$ 17,600	\$ 5,750	\$ 23,350
8110	80	445	3	5406	City of Clive 28E Agreement	\$ 100,000	\$ (25,000)	\$ 75,000
<b>Sub-total WDM Sewer Operations &amp; Maint</b>							<b>\$ 1,150</b>	
<b>Storm Water Utility</b>								
8300	80	440	3	4813	Legal Fees Litigation	\$ -	\$ 50,000	\$ 50,000
8300	80	440	5	4500	Contractual Services	\$ 30,000	\$ 82,500	\$ 112,500
8300	80	440	6	7150	Computer Software	\$ 17,600	\$ 5,750	\$ 23,350
<b>Sub-total Storm Water Utility</b>							<b>\$ 138,250</b>	
<b>Vehicle Maintenance</b>								
9110	80	490	3	3819	Bulk Fuel	\$ 775,000	\$ (75,000)	\$ 700,000
<b>Sub-total Vehicle Maintenance</b>							<b>\$ (75,000)</b>	
<b>Vehicle Replacement</b>								
9200	80	150	6	7411	Passenger Car Replacement	\$ 33,000	\$ 12,500	\$ 45,500
9200	80	344	6	7300	Misc Equipment Replacement	\$ 26,500	\$ (4,300)	\$ 22,200
9200	80	344	6	7471	Mower Replacement	\$ 110,000	\$ 10,300	\$ 120,300
9200	80	418	6	7431	Pickup Replacement	\$ 24,000	\$ 5,200	\$ 29,200
9200	80	430	6	7437	One Ton Truck Replacement	\$ 365,000	\$ 24,250	\$ 389,250
9200	80	480	3	3830	Auction/Asset Sale Expenses	\$ -	\$ 2,000	\$ 2,000
<b>Sub-total Vehicle Replacement</b>							<b>\$ 49,950</b>	
<b>WDM Health/Dental Ins Trust</b>								
9300	80	760	3	3015	General Admin Exp	\$ 1,000	\$ 34,000	\$ 35,000
<b>Sub-total WDM Health/Dental Ins Trust</b>							<b>\$ 34,000</b>	
<b>Business Type/Enterprise Funds Total</b>							<b>\$ 1,075,800</b>	
<b>Business Type Total</b>							<b>\$ 1,075,800</b>	

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

**6(f)**

**ITEM:**

**DATE: May 16, 2016**

Public Hearing (5:35 p.m.)  
South 60<sup>th</sup> Street Improvements Phase 1 – Grand Avenue to Mills Civic Parkway

**FINANCIAL IMPACT:**

The Engineering Estimate of Construction Costs was estimated to be \$5,026,924.90. There were six (6) bids submitted with the low bid of \$4,373,268.62 being submitted by Concrete Technologies, Inc. of Grimes, Iowa. Payments will be made from budgeted account no. 4246.75.820.6.7910 with the ultimate funding intended to come from General Obligation Bonds and TIF.

**BACKGROUND:**

This is the first of two projects to complete grading, storm sewer, and paving of two lanes of South 60<sup>th</sup> Street from Grand Avenue to Mills Civic Parkway.

This Public Hearing is on the matter of adoption of Plans, Specifications, Form of Contract, and Estimate of Cost for South 60<sup>th</sup> Street Improvements Phase 1 – Grand Avenue to Mills Civic Parkway. Upon completion of the Public Hearing, a Resolution should be passed adopting the Plans and Specifications, Form of Contract, Estimate of Cost, Waving Irregularities, and Awarding the Contract to Concrete Technologies, Inc. The bids received contained one irregularity which was noted in the bid tabulation.

If approved this project will start in the near future. The entire project is anticipated to be completed by December 2, 2016.

**OUTSTANDING ISSUES:** None.

**RECOMMENDATION:**

- City Council Adopt:
- Resolution adopting Plans, Specifications, Form of Contract, and Estimate of Costs;
  - Motion receiving and filing Report of Bids;
  - Resolution waiving bid irregularities and awarding the construction contract to Concrete Technologies, Inc. of Grimes, Iowa

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

**STAFF REVIEWS**

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

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

Published In	Des Moines Register
Dates(s) Published	May 06, 2016

**SUBCOMMITTEE REVIEW (if applicable)**

Committee	Public Works		
Date Reviewed	May 11, 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 Costs**

**WHEREAS**, on March 2, 2016, Plans Specifications, Form of Contract, and Estimate of Costs were filed with the City Clerk for the following described public improvement:

**South 60<sup>th</sup> Street Improvements Phase 1 – Grand Avenue to Mills Civic Parkway  
Project No. 0510-021-2014**

and,

**WHEREAS**, notice of hearing on Plans, Specifications, Form of Contract, and Estimate of Costs for said public improvements were published as required by law.

therefore;

**BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA**, that Plans, Specifications, Form of Contract, and Estimate of Costs for said Public Improvement are hereby approved.

**PASSED AND ADOPTED** this 16th day of May, 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:

**South 60<sup>th</sup> Street Improvements Phase 1 – Grand Avenue to Mills Civic Parkway  
Project No. 0510-021-2014**

and,

**WHEREAS**, bids have been received and opened by the City Clerk and placed on file by the City Council.

and,

**WHEREAS**, irregularities were noted on one of the bids that was received,

and,

**WHEREAS**, the irregularities noted were not substantive in nature,

and,

**WHEREAS**, the bid of Concrete Technologies, Inc. of Grimes, Iowa, in the amount of \$4,373,268.62 was the lowest responsible bid received for said public improvement,

therefore;

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA**, waives the irregularities in the bids that were received.

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA**, that a contract for the South 60<sup>th</sup> Street Improvements Phase 1 – Grand Avenue to Mills Civic Parkway is hereby awarded to Concrete Technologies, Inc. in the amount of \$4,373,268.62 and the bond of said bidder for the project is hereby fixed in the same amount.

**BE IT FURTHER RESOLVED** that the City Engineer is authorized and directed to return bid bond(s) and/or check(s) to any unsuccessful bidder.

**BE IT FURTHER RESOLVED** that work on said project may commence as soon as the final contract and bond have been approved by the City Engineer and have been signed by the City Clerk and after the contractor is given a written notice to proceed by the City Engineer.

**PASSED AND ADOPTED on this 16th day of May, 2016.**

\_\_\_\_\_  
Steven K. Gaer, Mayor

ATTEST:

\_\_\_\_\_  
Ryan T. Jacobson, City Clerk





**Tabulation of Bids**  
 City of West Des Moines  
 South 60th Street Improvements Project  
 Grand Avenue to 1000 feet North of Pleasant Ridge Drive  
 West Des Moines, Iowa - 2018

**Foth**  
 Foth Infrastructure & Environment, LLC  
 6155 Blackhawk Court, Suite 1  
 Johnston, Iowa 50131  
 Phone: (515) 254-1383 Fax: (515) 254-1842

Bid Date: Wednesday, May 11, 2016  
 at 2:00 pm

McIninch Corp.  
 Des Moines, IA

Concrete Technologies, Inc.  
 Grimes, IA

Opinion of Cost

McIninch Corp.  
 Des Moines, IA

CJ Moyna & Sons, Inc.  
 Elkader, IA

ITEM NO.	ITEM CODE	ITEM DESCRIPTION	UNIT	QUANTITY	Engineer's Opinion of Cost		Concrete Technologies, Inc. Grimes, IA		McIninch Corp. Des Moines, IA		CJ Moyna & Sons, Inc. Elkader, IA	
					UNIT PRICE	SUBTOTAL	UNIT PRICE	SUBTOTAL	UNIT PRICE	SUBTOTAL	UNIT PRICE	SUBTOTAL
<b>DIVISION 1 - GENERAL PROVISIONS AND COVENANTS</b>												
(NOT USED)												
<b>DIVISION 2 - EARTHWORK</b>												
2.1	2010-C-1000	CLEARING & GRUBBING	LS	1	\$ 30,000.00	\$ 30,000.00	\$ 76,650.00	\$ 76,650.00	\$ 63,578.00	\$ 63,578.00	\$ 80,000.00	\$ 80,000.00
2.2	2010-D-1000	TOPSOIL ON SITE	CY	16415	\$ 11.00	\$ 180,565.00	\$ 5.50	\$ 90,277.75	\$ 8.68	\$ 142,200.00	\$ 9.00	\$ 147,735.00
2.3	2010-E-1010	EXCAVATION, CLASS 10, ROADWAY & BORROW	CY	102312	\$ 9.00	\$ 920,808.00	\$ 4.80	\$ 491,199.60	\$ 6.04	\$ 618,022.20	\$ 6.00	\$ 613,872.00
2.4	2010-E-1020	EXCAVATION, UNSUITABLE OR UNSTABLE MATERIAL, WASTE	CY	9834	\$ 10.00	\$ 98,340.00	\$ 5.50	\$ 54,087.00	\$ 8.23	\$ 80,933.82	\$ 10.60	\$ 104,257.00
2.5	2010-E-1012	EXCAVATION, CLASS 12, WASTE	CY	4678	\$ 15.00	\$ 69,970.00	\$ 9.20	\$ 43,037.60	\$ 20.25	\$ 94,704.50	\$ 14.20	\$ 66,427.00
2.6	2010-G-1012	SUBGRADE PREPARATION, 12 IN.	SY	11044	\$ 3.60	\$ 39,954.00	\$ 1.45	\$ 16,013.80	\$ 2.97	\$ 32,800.68	\$ 2.50	\$ 27,810.00
2.7	2010-I-1000	MODIFIED SUBBASE	CY	2274	\$ 30.00	\$ 68,220.00	\$ 43.10	\$ 98,009.40	\$ 44.00	\$ 100,056.00	\$ 36.70	\$ 83,465.80
2.8	2010-I-1100	REMOVALS, AS PER PLAN	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 28,625.00	\$ 28,625.00	\$ 27,117.00	\$ 27,117.00	\$ 8,500.00	\$ 8,500.00
2.9	2010-L-2100	REMOVAL OF BOX CULVERT, 4x4	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 9,870.00	\$ 9,870.00	\$ 12,535.00	\$ 12,535.00	\$ 4,500.00	\$ 4,500.00
2.10	2010-J-3100	REMOVAL OF CULVERT LESS THAN OR EQUAL TO 38 IN.	LF	393	\$ 25.00	\$ 9,825.00	\$ 42.40	\$ 16,663.20	\$ 40.55	\$ 15,838.15	\$ 16.00	\$ 6,288.00
2.11	2010-K-1018	FILL AND PLUG STORM SEWER, 18 IN.	LF	105	\$ 6.00	\$ 630.00	\$ 44.25	\$ 4,646.25	\$ 42.55	\$ 4,467.75	\$ 40.00	\$ 4,200.00
2.12	2010-K-1024	FILL AND PLUG STORM SEWER, 24 IN.	LF	75	\$ 7.50	\$ 562.50	\$ 56.75	\$ 4,258.13	\$ 67.50	\$ 5,062.50	\$ 45.00	\$ 3,375.00
<b>DIVISION 3 - TRENCH AND TRENCHLESS CONSTRUCTION</b>												
3.1	3010-B-1000	ROCK EXCAVATION	CY	210	\$ 20.00	\$ 4,200.00	\$ 35.70	\$ 7,497.00	\$ 34.10	\$ 7,161.00	\$ 75.00	\$ 15,750.00
3.2	3010-C-1000	TRENCH FOUNDATION	TON	500	\$ 30.00	\$ 15,000.00	\$ 27.00	\$ 13,500.00	\$ 26.95	\$ 12,875.00	\$ 32.00	\$ 16,000.00
<b>DIVISION 4 - SEWERS AND DRAINS</b>												
4.1	4010-A-1008	SANITARY SEWER GRAVITY MAIN, TRENCHED, 8 IN.	LF	691	\$ 115.00	\$ 79,465.00	\$ 110.50	\$ 76,340.50	\$ 105.50	\$ 72,885.50	\$ 80.00	\$ 55,280.00
4.2	4010-E-1004	SANITARY SEWER SERVICE STUD, 4 IN.	LF	72	\$ 185.00	\$ 13,320.00	\$ 146.75	\$ 10,584.00	\$ 140.00	\$ 10,160.00	\$ 120.00	\$ 8,640.00
4.3	4010-I-1004	CONNECTION TO EXISTING SANITARY SEWER MANHOLE	EA	1	\$ 3,500.00	\$ 3,500.00	\$ 4,110.00	\$ 4,110.00	\$ 3,832.00	\$ 3,832.00	\$ 1,000.00	\$ 1,000.00
4.4	4020-A-1324	STORM SEWER, TRENCHED, RCP, CLASS III, 24 IN.	LF	707	\$ 85.00	\$ 60,195.00	\$ 124.25	\$ 87,925.75	\$ 116.00	\$ 81,945.00	\$ 65.00	\$ 45,745.00
4.5	4020-A-1330	STORM SEWER, TRENCHED, RCP, CLASS III, 30 IN.	LF	490	\$ 110.00	\$ 53,900.00	\$ 128.50	\$ 62,965.00	\$ 123.00	\$ 60,279.00	\$ 103.00	\$ 50,271.00
4.6	4020-A-1336	STORM SEWER, TRENCHED, RCP, CLASS III, 36 IN.	LF	52	\$ 145.00	\$ 7,540.00	\$ 166.50	\$ 8,694.00	\$ 149.75	\$ 7,781.00	\$ 128.00	\$ 6,656.00
4.7	4020-A-1342	STORM SEWER, TRENCHED, RCP, CLASS III, 42 IN.	LF	83	\$ 185.00	\$ 15,355.00	\$ 154.50	\$ 12,823.50	\$ 147.75	\$ 12,265.25	\$ 132.00	\$ 10,956.00
4.8	4020-A-1348	STORM SEWER, TRENCHED, RCP, CLASS III, 48 IN.	LF	2280	\$ 95.00	\$ 216,600.00	\$ 74.90	\$ 170,772.00	\$ 71.70	\$ 163,476.00	\$ 60.00	\$ 136,800.00
4.9	4030-A-1354	CULVERT, TRENCHED, RCP, CLASS III, 54 IN.	LF	957	\$ 75.00	\$ 71,775.00	\$ 98.15	\$ 93,915.55	\$ 92.05	\$ 88,091.85	\$ 65.00	\$ 62,205.00
4.10	4020-A-1344	STORM SEWER, TRENCHED, RCP, CLASS III, 44 X 27 IN.	LF	241	\$ 250.00	\$ 60,250.00	\$ 201.75	\$ 48,621.75	\$ 193.00	\$ 46,513.00	\$ 215.00	\$ 51,815.00
4.11	4020-A-1359	STORM SEWER, TRENCHED, RCP, CLASS III, 58 X 38 IN.	LF	166	\$ 185.00	\$ 30,710.00	\$ 181.00	\$ 30,045.00	\$ 173.50	\$ 28,801.00	\$ 152.00	\$ 25,232.00
4.12	4020-A-1373	STORM SEWER, TRENCHED, RCP, CLASS III, 73 X 45 IN.	LF	98	\$ 215.00	\$ 21,070.00	\$ 242.50	\$ 23,864.50	\$ 232.75	\$ 22,809.50	\$ 285.00	\$ 27,930.00
4.13	4030-B-1316	PIPE APRON, CONCRETE, 15 IN.	EA	640	\$ 250.00	\$ 161,000.00	\$ 328.25	\$ 212,040.50	\$ 314.50	\$ 203,107.00	\$ 280.00	\$ 180,880.00
4.14	4030-B-1318	PIPE APRON, CONCRETE, 18 IN.	EA	4	\$ 2,300.00	\$ 9,200.00	\$ 1,450.00	\$ 5,800.00	\$ 1,390.00	\$ 5,560.00	\$ 1,550.00	\$ 6,200.00
4.16	4030-B-1330	PIPE APRON, CONCRETE, 30 IN.	EA	2	\$ 2,500.00	\$ 5,000.00	\$ 1,545.00	\$ 3,090.00	\$ 1,479.00	\$ 2,958.00	\$ 1,750.00	\$ 3,500.00
4.17	4030-B-1336	PIPE APRON, CONCRETE, 36 IN.	EA	4	\$ 3,000.00	\$ 12,000.00	\$ 2,065.00	\$ 8,260.00	\$ 1,974.00	\$ 7,896.00	\$ 2,400.00	\$ 9,600.00
4.18	4030-B-1342	PIPE APRON, CONCRETE, 42 IN.	EA	1	\$ 3,600.00	\$ 3,600.00	\$ 2,930.00	\$ 2,930.00	\$ 2,519.00	\$ 2,519.00	\$ 3,100.00	\$ 3,100.00
4.19	4030-B-1354	PIPE APRON, CONCRETE, 54 IN.	EA	1	\$ 4,000.00	\$ 4,000.00	\$ 1,785.00	\$ 1,785.00	\$ 1,717.00	\$ 1,717.00	\$ 2,500.00	\$ 2,500.00
4.20	4030-B-1344	PIPE APRON, CONCRETE ARCH, 44 X 27 IN.	EA	1	\$ 4,500.00	\$ 4,500.00	\$ 2,400.00	\$ 2,400.00	\$ 2,296.00	\$ 2,296.00	\$ 3,100.00	\$ 3,100.00
4.21	4030-B-1373	PIPE APRON, CONCRETE ARCH, 73 X 45 IN.	EA	1	\$ 5,800.00	\$ 5,800.00	\$ 2,885.00	\$ 2,885.00	\$ 2,739.00	\$ 2,739.00	\$ 3,100.00	\$ 3,100.00
4.22	SPECIAL	BEND, STORM SEWER, RCP, 15 IN.	EA	2	\$ 750.00	\$ 1,500.00	\$ 370.50	\$ 741.00	\$ 363.50	\$ 727.00	\$ 445.00	\$ 890.00
4.23	SPECIAL	BEND, STORM SEWER, RCP, 18 IN.	EA	4	\$ 1,000.00	\$ 4,000.00	\$ 461.00	\$ 1,844.00	\$ 431.00	\$ 1,724.00	\$ 530.00	\$ 2,120.00
4.24	SPECIAL	BEND, STORM SEWER, RCP, 24 IN.	EA	2	\$ 1,200.00	\$ 2,400.00	\$ 585.00	\$ 1,170.00	\$ 539.75	\$ 1,079.50	\$ 610.00	\$ 1,220.00
4.25	SPECIAL	BEND, STORM SEWER, RCP, 30 IN.	EA	1	\$ 1,500.00	\$ 1,500.00	\$ 542.00	\$ 542.00	\$ 517.25	\$ 517.25	\$ 550.00	\$ 550.00
4.26	SPECIAL	FIELD TILE REPAIR AND FITTINGS, PVC, UNSPECIFIED DIA.	LF	500	\$ 20.00	\$ 10,000.00	\$ 14.25	\$ 7,125.00	\$ 13.50	\$ 6,750.00	\$ 30.00	\$ 15,000.00
4.27	4040-A-1006	SUBDRAIN, 6 IN. PVC, CASE A	LF	2617	\$ 15.00	\$ 39,255.00	\$ 14.50	\$ 38,047.50	\$ 13.75	\$ 35,906.25	\$ 13.50	\$ 35,328.50
4.28	4040-A-2006	SUBDRAIN, 6 IN. PVC, CASE B	LF	1471	\$ 15.00	\$ 22,065.00	\$ 14.50	\$ 21,328.50	\$ 13.75	\$ 20,226.25	\$ 14.50	\$ 21,328.50
4.29	4040-A-3006	SUBDRAIN, 6 IN. PVC, BACKSLOPE	LF	1075	\$ 20.00	\$ 21,500.00	\$ 17.00	\$ 18,275.00	\$ 16.15	\$ 17,381.25	\$ 24.00	\$ 25,800.00
4.30	4040-C-1000	SUBDRAIN CLEANOUT, TYPE A-1	EA	10	\$ 650.00	\$ 6,500.00	\$ 445.00	\$ 4,450.00	\$ 424.00	\$ 4,240.00	\$ 545.00	\$ 5,450.00



**Tabulation of Bids**  
 City of West Des Moines  
 South 80th Street Improvements Project  
 Grand Avenue to 1000 feet North of Pharesant Ridge Drive  
 West Des Moines, Iowa - 2016

**Foth**  
 Foth Infrastructure & Environment, LLC  
 1415 Riverfront Plaza, Suite 100, Johnston, Iowa 50131-0901  
 Phone: (515) 254-1300 Fax: (515) 254-1842

ITEM NO.	ITEM CODE	ITEM DESCRIPTION	UNIT	QUANTITY	Engineer's Opinion of Cost			Concrete Technologies, Inc. Grimes, IA			McAninch Corp. Des Moines, IA			CJ Moyna & Sons, Inc. Elkader, IA		
					UNIT PRICE	SUBTOTAL		UNIT PRICE	SUBTOTAL		UNIT PRICE	SUBTOTAL		UNIT PRICE	SUBTOTAL	
4.31	4040-D-1000	SUBDRAIN OUTLET, CMP	EA	4	\$ 350.00	\$ 1,400.00	\$ 470.00	\$ 1,880.00	\$ 448.25	\$ 1,787.00	\$ 425.00	\$ 1,700.00				
4.32	4040-D-1010	SUBDRAIN CONNECTION TO INTAKE OR STORM SEWER	EA	43	\$ 650.00	\$ 28,050.00	\$ 401.50	\$ 17,264.50	\$ 385.00	\$ 16,565.00	\$ 230.00	\$ 9,900.00				
4.33	4060-A-1000	VIDEO INSPECTION OF SANITARY SEWER, STORM SEWER AND CULVERTS	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 11,625.00	\$ 11,625.00	\$ 11,282.00	\$ 11,282.00	\$ 14,000.00	\$ 14,000.00				
<b>DIVISION 6 - WATER MAIN AND APPURTENANCES</b>																
5.1	5010-A-1008	WATER MAIN, TRENCHED, UNRESTRAINED JOINT, PVC C900, DR18, 8 IN.	LF	145	\$ 65.00	\$ 9,425.00	\$ 68.25	\$ 10,041.25	\$ 66.15	\$ 9,591.75	\$ 55.00	\$ 7,975.00				
5.2	5010-A-1012	WATER MAIN, TRENCHED, RESTRAINED JOINT, PVC C900, DR18, 12 IN.	LF	141	\$ 70.00	\$ 9,870.00	\$ 91.60	\$ 12,915.60	\$ 87.50	\$ 12,337.50	\$ 90.00	\$ 12,690.00				
5.3	5010-A-1016	WATER MAIN, TRENCHED, UNRESTRAINED JOINT, PVC C905, DR18, 18 IN.	LF	3195	\$ 80.00	\$ 255,600.00	\$ 55.60	\$ 177,942.00	\$ 53.10	\$ 169,854.50	\$ 75.00	\$ 239,823.50				
5.4	5010-A-1116	WATER MAIN, TRENCHED, RESTRAINED JOINT, PVC C905, DR18, 18 IN.	LF	120	\$ 120.00	\$ 14,400.00	\$ 130.00	\$ 15,600.00	\$ 124.25	\$ 14,910.00	\$ 145.00	\$ 17,400.00				
5.5	5010-C-2000	WATER MAIN FITTINGS	LB	1151	\$ 8.00	\$ 9,208.00	\$ 8.70	\$ 10,010.70	\$ 8.31	\$ 9,569.61	\$ 13.00	\$ 14,703.00				
5.6	5010-C-2001	WATER MAIN FITTINGS, RELOCATE	EA	1	\$ 2,000.00	\$ 2,000.00	\$ 1,275.00	\$ 1,275.00	\$ 1,222.00	\$ 1,222.00	\$ 675.00	\$ 675.00				
5.7	5010-D-1002	WATER SERVICE STUB, COPPER, 1 IN. NEAR SIDE CONNECT	EA	4	\$ 1,760.00	\$ 7,040.00	\$ 976.00	\$ 3,904.00	\$ 943.50	\$ 3,774.00	\$ 2,000.00	\$ 8,000.00				
5.8	5010-D-1003	WATER SERVICE STUB, COPPER, 1 IN. FAR SIDE CONNECT	EA	5	\$ 2,000.00	\$ 10,000.00	\$ 725.00	\$ 3,625.00	\$ 690.25	\$ 3,451.25	\$ 3,000.00	\$ 15,000.00				
5.9	5010-B-2071	WATER SERVICE LINE, COPPER, 1 IN.	LF	531	\$ 12.00	\$ 6,372.00	\$ 28.25	\$ 15,000.75	\$ 26.85	\$ 14,257.35	\$ 35.00	\$ 18,585.00				
5.10	SPECIAL	WATER SERVICE METER PIT	EA	4	\$ 4,500.00	\$ 18,000.00	\$ 1,160.00	\$ 4,640.00	\$ 1,099.00	\$ 4,396.00	\$ 2,200.00	\$ 8,800.00				
6.11	5020-A-1008	VALVE, GATE, 8 IN.	EA	1	\$ 2,000.00	\$ 2,000.00	\$ 1,270.00	\$ 1,270.00	\$ 1,215.00	\$ 1,215.00	\$ 1,800.00	\$ 1,800.00				
6.12	5020-A-1012	VALVE, GATE, 12 IN.	EA	2	\$ 4,500.00	\$ 9,000.00	\$ 2,350.00	\$ 4,700.00	\$ 2,251.00	\$ 4,502.00	\$ 2,700.00	\$ 5,400.00				
6.13	5020-A-1016	VALVE, GATE, 16 IN.	EA	5	\$ 5,000.00	\$ 25,000.00	\$ 1,135.00	\$ 5,675.00	\$ 1,065.00	\$ 5,325.00	\$ 6,100.00	\$ 30,500.00				
6.14	5020-C-1000	FIRE HYDRANT ASSEMBLY	EA	10	\$ 5,000.00	\$ 50,000.00	\$ 6,320.00	\$ 63,200.00	\$ 6,054.00	\$ 60,540.00	\$ 4,000.00	\$ 40,000.00				
6.15	5020-D-1000	FLUSHING DEVICE(BLOWOFF), RELOCATE	EA	1	\$ 3,500.00	\$ 3,500.00	\$ 2,010.00	\$ 2,010.00	\$ 1,919.00	\$ 1,919.00	\$ 1,800.00	\$ 1,800.00				
6.16	5020-L-1000	REMOVE EXISTING FIRE HYDRANT ASSEMBLY	EA	4	\$ 2,000.00	\$ 8,000.00	\$ 2,025.00	\$ 8,100.00	\$ 1,955.00	\$ 7,740.00	\$ 950.00	\$ 3,800.00				
<b>DIVISION 6 - STRUCTURES FOR SANITARY AND STORM SEWER</b>																
6.1	6010-A-1301	MANHOLE, SANITARY SEWER, SW-301, 48 IN.	EA	4	\$ 4,500.00	\$ 18,000.00	\$ 4,900.00	\$ 19,600.00	\$ 4,899.00	\$ 19,596.00	\$ 5,620.00	\$ 22,480.00				
6.2	6010-A-1500	MANHOLE, STORM SEWER, SW-401, 60 IN.	EA	2	\$ 5,000.00	\$ 10,000.00	\$ 5,000.00	\$ 10,000.00	\$ 4,787.00	\$ 9,574.00	\$ 6,200.00	\$ 12,400.00				
6.3	6010-A-1584	MANHOLE, STORM SEWER, SW-401, 64 IN.	EA	2	\$ 7,500.00	\$ 15,000.00	\$ 10,925.00	\$ 21,850.00	\$ 10,461.00	\$ 20,922.00	\$ 12,000.00	\$ 24,000.00				
6.4	6010-A-1684	MANHOLE, STORM SEWER, SW-402, 7' X 7'	EA	1	\$ 8,500.00	\$ 8,500.00	\$ 10,575.00	\$ 10,575.00	\$ 10,126.00	\$ 10,126.00	\$ 5,000.00	\$ 5,000.00				
6.5	6010-A-1686	MANHOLE, STORM SEWER, SW-402, 8' X 8'	EA	3	\$ 4,500.00	\$ 13,500.00	\$ 13,985.00	\$ 41,955.00	\$ 15,386.00	\$ 46,158.00	\$ 6,300.00	\$ 18,900.00				
6.6	6010-A-1948	MANHOLE, STORM SEWER, SW-405, 48 IN.	EA	1	\$ 4,500.00	\$ 4,500.00	\$ 3,985.00	\$ 3,985.00	\$ 3,793.00	\$ 3,793.00	\$ 2,800.00	\$ 2,800.00				
6.7	6010-B-1501	INTAKE, SINGLE GRATE, SW-501	EA	13	\$ 2,750.00	\$ 35,750.00	\$ 2,175.00	\$ 28,275.00	\$ 2,088.00	\$ 27,070.00	\$ 2,800.00	\$ 36,400.00				
6.8	6010-B-1503	INTAKE, SINGLE GRATE WITH MANHOLE, SW-503	EA	13	\$ 4,600.00	\$ 59,800.00	\$ 4,050.00	\$ 52,650.00	\$ 3,876.00	\$ 50,388.00	\$ 4,400.00	\$ 57,200.00				
6.9	6010-B-1505	INTAKE, DOUBLE GRATE, SW-505	EA	5	\$ 4,200.00	\$ 21,000.00	\$ 3,995.00	\$ 19,975.00	\$ 3,535.00	\$ 17,675.00	\$ 4,700.00	\$ 23,500.00				
6.10	6010-B-1508	INTAKE, DOUBLE GRATE WITH MANHOLE, SW-508	EA	5	\$ 7,200.00	\$ 36,000.00	\$ 6,485.00	\$ 32,425.00	\$ 6,207.00	\$ 31,035.00	\$ 6,300.00	\$ 31,500.00				
6.11	6010-B-1506	INTAKE, DOUBLE GRATE WITH MANHOLE, SW-506 MOD2	EA	1	\$ 7,500.00	\$ 7,500.00	\$ 10,750.00	\$ 10,750.00	\$ 10,296.00	\$ 10,296.00	\$ 8,500.00	\$ 8,500.00				
6.12	6010-B-1512	INTAKE, CIRCULAR AREA INTAKE, SW-512, 24 IN.	EA	2	\$ 3,500.00	\$ 7,000.00	\$ 1,855.00	\$ 3,710.00	\$ 1,774.00	\$ 3,548.00	\$ 1,800.00	\$ 3,600.00				
6.13	6010-C-1000	DROP CONNECTION, 8 IN.	EA	2	\$ 3,000.00	\$ 6,000.00	\$ 5,000.00	\$ 10,000.00	\$ 4,972.00	\$ 9,944.00	\$ 3,000.00	\$ 6,000.00				
6.14	6010-E-1000	MANHOLE ADJUSTMENT, SANITARY, MINOR	EA	1	\$ 1,500.00	\$ 1,500.00	\$ 1,220.00	\$ 1,220.00	\$ 1,183.00	\$ 1,183.00	\$ 1,600.00	\$ 1,600.00				
6.15	6010-F-1000	MANHOLE ADJUSTMENT, SANITARY, MAJOR	EA	1	\$ 7,500.00	\$ 7,500.00	\$ 2,875.00	\$ 2,875.00	\$ 2,754.00	\$ 2,754.00	\$ 3,400.00	\$ 3,400.00				
6.16	SPECIAL	CULVERT HEADWALL WITH FENCE, 54 IN.	LS	1	\$ 30,000.00	\$ 30,000.00	\$ 16,800.00	\$ 16,800.00	\$ 17,009.00	\$ 17,009.00	\$ 14,000.00	\$ 14,000.00				
<b>DIVISION 7 - STREETS AND RELATED WORK</b>																
7.1	7010-A-2100	PAVEMENT, REINFORCED PCC, CLASS C-BJD, 10 IN.	SY	15,395	\$ 76.00	\$ 1,169,820.00	\$ 71.25	\$ 1,098,893.75	\$ 74.85	\$ 1,152,315.75	\$ 71.25	\$ 1,098,893.75				
7.2	7010-A-1070	PAVEMENT, PCC, CLASS C, 7 IN.	SY	1431	\$ 65.00	\$ 93,015.00	\$ 68.00	\$ 97,468.00	\$ 60.90	\$ 87,147.90	\$ 59.00	\$ 84,468.00				
7.3	7010-H-1000	PCC PAVEMENT SAMPLES AND TESTING	TON	1	\$ 15,000.00	\$ 15,000.00	\$ 5,500.00	\$ 5,500.00	\$ 5,775.00	\$ 5,775.00	\$ 5,500.00	\$ 5,500.00				
7.4	7010-J-1000	GRANULAR SURFACING	TON	802	\$ 20.00	\$ 17,840.00	\$ 21.80	\$ 19,445.60	\$ 34.20	\$ 30,508.40	\$ 23.10	\$ 20,005.20				
7.5	7010-A-1000	REMOVAL OF SIDEWALK, SHARED USE PATH OR DRIVEWAY	SY	1913	\$ 8.00	\$ 15,304.00	\$ 3.70	\$ 7,078.10	\$ 8.47	\$ 16,203.11	\$ 7.50	\$ 14,347.50				
7.6	7090-C-1000	SHARED USE PATH, REINFORCED PCC, 6 IN.	SY	2433	\$ 45.00	\$ 109,485.00	\$ 39.75	\$ 96,712.75	\$ 38.60	\$ 93,613.80	\$ 38.75	\$ 94,127.75				
7.7	7090-G-1000	DETECTABLE WARNINGS	SF	60	\$ 42.00	\$ 2,520.00	\$ 39.75	\$ 2,385.00	\$ 38.60	\$ 2,316.00	\$ 36.75	\$ 2,205.00				
7.8	7090-H-1000	DRIVEWAY, PAVED, PCC, 6 IN.	SY	2571	\$ 60.00	\$ 154,260.00	\$ 40.00	\$ 102,840.00	\$ 42.00	\$ 107,892.00	\$ 40.00	\$ 102,840.00				
7.9	7040-H-1000	PAVEMENT REMOVAL	SY	3316.8	\$ 7.00	\$ 23,217.60	\$ 4.75	\$ 15,754.80	\$ 11.35	\$ 37,645.68	\$ 8.20	\$ 27,187.76				
7.10	SPECIAL	TEMPORARY GRANULAR SURFACING	TON	600	\$ 35.00	\$ 21,000.00	\$ 32.75	\$ 19,650.00	\$ 58.20	\$ 34,920.00	\$ 25.10	\$ 13,980.00				
<b>DIVISION 8 - TRAFFIC CONTROL</b>																
8.1	SPECIAL	TRAFFIC CONTROL	LS	1	\$ 50,000.00	\$ 50,000.00	\$ 130,150.00	\$ 130,150.00	\$ 105,000.00	\$ 105,000.00	\$ 30,000.00	\$ 30,000.00				



**Tabulation of Bids**  
 City of West Des Moines  
 South 68th Street Improvements Project  
 Grand Avenue to 1000 feet North of Pleasant Ridge Drive  
 West Des Moines, Iowa - 2018



Bid Date: Wednesday, May 11, 2018  
 at 2:00 pm

Foth Infrastructure & Environment, LLC  
 8191 Birchwood Court, Suite L  
 Johnston, Iowa 50131  
 Phone: 515.254.1363  
 Fax: 515.254.1842

ITEM NO.	ITEM CODE	ITEM DESCRIPTION	UNIT	QUANTITY	Engineer's Opinion of Cost		Concrete Technologies, Inc., Grimes, IA		McAninch Corp., Des Moines, IA		CJ Moyna & Sons, Inc., Elkader, IA	
					UNIT PRICE	SUBTOTAL	UNIT PRICE	SUBTOTAL	UNIT PRICE	SUBTOTAL	UNIT PRICE	SUBTOTAL
<b>DIVISION 9 - SITE WORK AND LANDSCAPING</b>												
9.1	9010-B-1000	HYDRAULIC SEEDING, FERT. & MULCH., TYPE 1 (PERM. LAWN MIX)	ACRE	11	\$ 1,500.00	\$ 16,500.00	\$ 2,715.00	\$ 29,865.00	\$ 2,715.00	\$ 29,865.00	\$ 2,200.00	\$ 24,200.00
9.2	9010-B-1200	HYDRAULIC SEEDING, FERT. & MULCH., TYPE 2 (PERM. COOL SEASON MIX.)	ACRE	5	\$ 1,200.00	\$ 6,000.00	\$ 2,520.00	\$ 12,600.00	\$ 2,519.00	\$ 12,595.00	\$ 1,500.00	\$ 7,500.00
9.3	9010-B-1400	HYDRAULIC SEEDING, FERT. & MULCH., TYPE 3 (PERM. COOL SEASON MIX.)	ACRE	16	\$ 750.00	\$ 12,000.00	\$ 1,470.00	\$ 23,520.00	\$ 1,470.00	\$ 23,520.00	\$ 1,400.00	\$ 22,400.00
9.4	9010-E-1000	WARRANTY	LS	1	\$ 5,200.00	\$ 5,200.00	\$ 5,775.00	\$ 5,775.00	\$ 5,775.00	\$ 5,775.00	\$ 4,500.00	\$ 4,500.00
9.5	9040-A-2000	SWPPP, PREPARATION & MANAGEMENT	LS	1	\$ 7,500.00	\$ 7,500.00	\$ 4,465.00	\$ 4,465.00	\$ 4,465.00	\$ 4,465.00	\$ 3,000.00	\$ 3,000.00
9.6	9040-D-1012	FILTER SOCKS, 12 IN., INSTALLATION	LF	630	\$ 2.00	\$ 1,260.00	\$ 2.85	\$ 1,804.50	\$ 2.63	\$ 1,659.90	\$ 2.50	\$ 1,575.00
9.7	9040-D-2012	FILTER SOCKS, 12 IN., MAINTENANCE AND REMOVAL	LF	630	\$ 1.50	\$ 945.00	\$ 0.25	\$ 157.50	\$ 0.21	\$ 132.30	\$ 0.50	\$ 315.00
9.8	9040-E-1000	TEMPORARY ROLLED EROSION CONTROL PRODUCTS (RECP)	SY	1148	\$ 2.50	\$ 2,870.00	\$ 1.25	\$ 1,435.00	\$ 1.23	\$ 1,412.04	\$ 1.25	\$ 1,435.00
9.9	9040-G-1000	ROCK CHECK DAMS	TON	40	\$ 45.00	\$ 1,800.00	\$ 60.37	\$ 2,414.80	\$ 53.10	\$ 2,124.00	\$ 90.00	\$ 3,600.00
9.10	9040-J-3020	RIP RAP, CLASS E	TON	284	\$ 50.00	\$ 14,200.00	\$ 55.00	\$ 15,620.00	\$ 59.10	\$ 16,980.40	\$ 60.50	\$ 17,094.00
9.11	9040-N-1000	SILT FENCE, INSTALLATION	LF	9881	\$ 1.50	\$ 14,746.50	\$ 1.60	\$ 15,729.60	\$ 1.58	\$ 15,632.88	\$ 1.40	\$ 13,768.40
9.12	9040-N-2000	SILT FENCE, REMOVAL OF SEDIMENT	LF	9,831	\$ 0.15	\$ 1,474.65	\$ 0.10	\$ 983.10	\$ 0.11	\$ 1,081.41	\$ 0.05	\$ 491.55
9.13	9040-N-3000	SILT FENCE, REMOVAL OF DEBRIS	LF	9,831	\$ 0.15	\$ 1,474.65	\$ 0.25	\$ 2,457.75	\$ 0.21	\$ 2,064.51	\$ 0.05	\$ 491.55
9.14	9040-Q-1000	EROSION CONTROL MULCHING, CONVENTIONAL MULCHING	ACRE	10	\$ 350.00	\$ 3,500.00	\$ 420.00	\$ 4,200.00	\$ 420.00	\$ 4,200.00	\$ 425.00	\$ 4,250.00
9.15	9040-T-1000	INLET PROTECTION DEVICE, INSTALLATION	EA	43	\$ 150.00	\$ 6,450.00	\$ 126.00	\$ 5,418.00	\$ 126.00	\$ 5,418.00	\$ 175.00	\$ 7,525.00
9.16	9070-A-1000	MODULAR BLOCK RETAINING WALL	SF	200	\$ 35.00	\$ 7,000.00	\$ 24.00	\$ 4,800.00	\$ 28.25	\$ 5,650.00	\$ 25.00	\$ 5,000.00
<b>DIVISION 10 - DEMOLITION</b>												
(NOT USED)												
<b>DIVISION 11 - MISCELLANEOUS</b>												
11.1	11010-A-1000	CONSTRUCTION SURVEY	LS	1	\$ 75,000.00	\$ 75,000.00	\$ 23,100.00	\$ 23,100.00	\$ 29,400.00	\$ 29,400.00	\$ 50,000.00	\$ 50,000.00
11.2	11030-B-1000	PAINTED PAVEMENT MARKINGS, WATERBORNE/SOLVENT	STA	48.18	\$ 100.00	\$ 4,818.00	\$ 58.00	\$ 2,802.24	\$ 58.80	\$ 2,832.96	\$ 68.00	\$ 3,281.64
11.3	11030-C-1000	PAINTED PAVEMENT MARKINGS, DURABLE	STA	78.20	\$ 150.00	\$ 11,730.00	\$ 84.00	\$ 6,566.40	\$ 84.00	\$ 6,566.40	\$ 80.00	\$ 6,256.00
11.4	11030-F-1000	PAINTED SYMBOLS & LEGENDS, WATERBORNE/SOLVENT	EACH	5	\$ 150.00	\$ 750.00	\$ 85.00	\$ 425.00	\$ 85.00	\$ 425.00	\$ 81.00	\$ 405.00
11.5	11030-G-1000	PAINTED SYMBOLS & LEGENDS, DURABLE	EACH	16	\$ 300.00	\$ 4,800.00	\$ 147.00	\$ 2,352.00	\$ 147.00	\$ 2,352.00	\$ 140.00	\$ 2,240.00
11.6	11030-H-1000	GROOVES CUT FOR PAVEMENT MARKINGS	STA	78.20	\$ 25.00	\$ 1,955.00	\$ 31.50	\$ 2,463.30	\$ 31.50	\$ 2,463.30	\$ 30.00	\$ 2,346.00
11.7	11030-N-1000	GROOVES CUT FOR SYMBOLS AND LEGENDS	EACH	10	\$ 150.00	\$ 1,500.00	\$ 84.50	\$ 845.00	\$ 84.50	\$ 845.00	\$ 90.00	\$ 900.00
11.8	11040-A-1000	MAINTENANCE OF POSTAL SERVICE	LS	1	\$ 2,500.00	\$ 2,500.00	\$ 13,080.00	\$ 13,080.00	\$ 2,835.00	\$ 2,835.00	\$ 10,700.00	\$ 10,700.00
11.9	11040-B-1000	MAINTENANCE OF SOLID WASTE COLLECTION	LS	1	\$ 7,500.00	\$ 7,500.00	\$ 13,080.00	\$ 13,080.00	\$ 5,127.00	\$ 5,127.00	\$ 15,000.00	\$ 15,000.00
11.10	11080-A-1000	CONCRETE WASHOUT	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 7,500.00	\$ 7,500.00	\$ 8,413.85	\$ 8,413.85	\$ 20,000.00	\$ 20,000.00
<b>TOTAL BASE BID (Items 1.1 to 11.10)</b>						\$ 5,028,624.90		\$ 4,373,288.62		\$ 4,579,850.00		\$ 4,654,785.94
				Bid Bond								
				Corrected								

Note 1: Extended price for item 4.7 was incorrect on CJ Moyna's proposal schedule. Total base bid has been reduced by \$9.00.



**Tabulation of Bids**  
 City of West Des Moines  
 South 60th Street Improvements Project  
 Grand Avenue to 1000 feet North of Pleasant Ridge Drive  
 West Des Moines, Iowa - 2016



Bid Date: Wednesday, May 11, 2016  
 at 2:00 pm

**Foth Infrastructure & Environment, LLC**  
 1001 Birchwood Court, Suite 1  
 Johnston, Iowa 50131  
 Phone: (515) 254-1393  
 Fax: (515) 254-1642

ITEM NO.	ITEM CODE	ITEM DESCRIPTION	UNIT	QUANTITY	Engineer's Cost		Eider Corp. Des Moines, IA		Corell Contractor, Inc. West Des Moines, IA		Hawkeye Paving Corp. Battendorf, IA	
					UNIT PRICE	SUBTOTAL	UNIT PRICE	SUBTOTAL	UNIT PRICE	SUBTOTAL	UNIT PRICE	SUBTOTAL
<b>DIVISION 1 - GENERAL PROVISIONS AND COVENANTS</b>												
(NOT USED)												
<b>DIVISION 2 - EARTHWORK</b>												
2.1	2010-C-1000	CLEARING & GRUBBING	LS	1	\$ 30,000.00	\$ 30,000.00	\$ 82,000.00	\$ 82,000.00	\$ 184,027.00	\$ 184,027.00	\$ 100,000.00	\$ 100,000.00
2.2	2010-D-1000	TOPSOIL ON SITE	CY	15415	\$ 11.00	\$ 169,565.00	\$ 13.35	\$ 205,790.25	\$ 10.34	\$ 158,391.10	\$ 5.00	\$ 77,062.50
2.3	2010-E-1010	EXCAVATION, CLASS 10, ROADWAY & BORROW	CY	103,312	\$ 9.00	\$ 929,808.00	\$ 4.95	\$ 511,394.40	\$ 7.25	\$ 749,012.00	\$ 5.00	\$ 516,560.00
2.4	2010-E-1020	EXCAVATION, UNSUITABLE OR UNSTABLE MATERIAL, WASTE	CY	9,884	\$ 10.00	\$ 98,840.00	\$ 12.85	\$ 126,368.80	\$ 10.25	\$ 100,788.60	\$ 5.50	\$ 54,067.00
2.5	2010-E-1012	EXCAVATION, CLASS 12, WASTE	CY	4,578	\$ 16.00	\$ 73,248.00	\$ 27.25	\$ 124,750.50	\$ 16.00	\$ 73,248.00	\$ 9.00	\$ 41,202.00
2.6	2010-G-1072	SUBGRADE PREPARATION, 12 IN.	SY	1,044	\$ 3.50	\$ 3,654.00	\$ 3.45	\$ 3,601.80	\$ 2.75	\$ 2,906.25	\$ 1.50	\$ 1,566.00
2.7	2010-I-1000	MODIFIED SUBBASE	CY	2274	\$ 30.00	\$ 68,220.00	\$ 62.00	\$ 140,988.00	\$ 48.50	\$ 109,741.00	\$ 55.00	\$ 125,070.00
2.8	2010-I-1100	REMOVALS, AS PER PLAN	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 23,400.00	\$ 23,400.00	\$ 18,750.00	\$ 18,750.00	\$ 9,000.00	\$ 9,000.00
2.9	2010-L-1100	REMOVAL OF BOX CULVERT, 4'x4'	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 13,000.00	\$ 13,000.00	\$ 13,440.00	\$ 13,440.00	\$ 2,400.00	\$ 2,400.00
2.10	2010-L-3100	REMOVAL OF CULVERT LESS THAN OR EQUAL TO 36 IN.	LF	393	\$ 25.00	\$ 9,825.00	\$ 42.50	\$ 16,702.50	\$ 30.00	\$ 11,790.00	\$ 14.00	\$ 5,502.00
2.11	2010-K-1018	FILL AND PLUG STORM SEWER, 18 IN.	LF	105	\$ 5.00	\$ 525.00	\$ 44.50	\$ 4,672.50	\$ 45.00	\$ 4,725.00	\$ 17.00	\$ 1,785.00
2.12	2010-K-1024	FILL AND PLUG STORM SEWER, 24 IN.	LF	76	\$ 7.50	\$ 570.00	\$ 60.00	\$ 4,500.00	\$ 57.00	\$ 4,275.00	\$ 24.00	\$ 1,800.00
<b>DIVISION 3 - TRENCH AND TRENCHLESS CONSTRUCTION</b>												
3.1	3010-B-1000	ROCK EXCAVATION	CY	210	\$ 20.00	\$ 4,200.00	\$ 36.50	\$ 7,665.00	\$ 76.00	\$ 15,750.00	\$ 98.00	\$ 20,160.00
3.2	3010-C-1000	TRENCH FOUNDATION	TON	500	\$ 30.00	\$ 15,000.00	\$ 27.25	\$ 13,625.00	\$ 31.00	\$ 15,500.00	\$ 42.00	\$ 21,000.00
<b>DIVISION 4 - SEWERS AND DRAINS</b>												
4.1	4010-A-1008	SANITARY SEWER GRAVITY MAIN, TRENCHED, 8 IN.	LF	881	\$ 115.00	\$ 101,115.00	\$ 110.50	\$ 97,348.50	\$ 106.00	\$ 93,528.00	\$ 120.00	\$ 105,600.00
4.2	4010-E-1004	SANITARY SEWER SERVICE STUB, 4 IN.	LF	72	\$ 185.00	\$ 13,320.00	\$ 147.00	\$ 10,584.00	\$ 147.00	\$ 10,584.00	\$ 125.00	\$ 9,000.00
4.3	4010-J-1000	CONNECTION TO EXISTING SANITARY SEWER MANHOLE	EA	1	\$ 3,500.00	\$ 3,500.00	\$ 4,100.00	\$ 4,100.00	\$ 12,250.00	\$ 12,250.00	\$ 2,600.00	\$ 2,600.00
4.4	4020-A-1324	STORM SEWER, TRENCHED, RCP, CLASS III, 24 IN.	LF	787	\$ 85.00	\$ 66,795.00	\$ 124.00	\$ 97,588.00	\$ 80.00	\$ 62,960.00	\$ 77.00	\$ 60,669.00
4.5	4020-A-1330	STORM SEWER, TRENCHED, RCP, CLASS III, 30 IN.	LF	420	\$ 110.00	\$ 46,200.00	\$ 126.00	\$ 52,760.00	\$ 96.00	\$ 40,320.00	\$ 100.00	\$ 42,000.00
4.6	4020-A-1338	STORM SEWER, TRENCHED, RCP, CLASS III, 36 IN.	LF	52	\$ 145.00	\$ 7,540.00	\$ 158.50	\$ 8,138.00	\$ 134.00	\$ 6,968.00	\$ 150.00	\$ 7,800.00
4.7	4020-A-1342	STORM SEWER, TRENCHED, RCP, CLASS III, 42 IN.	LF	83	\$ 185.00	\$ 15,355.00	\$ 154.50	\$ 12,823.50	\$ 160.00	\$ 13,280.00	\$ 160.00	\$ 13,280.00
4.8	4020-A-1515	STORM SEWER, TRENCHED, RCP, CLASS V, 15 IN.	LF	2280	\$ 65.00	\$ 148,200.00	\$ 74.50	\$ 169,860.00	\$ 65.00	\$ 148,200.00	\$ 65.00	\$ 148,200.00
4.9	4020-A-1518	STORM SEWER, TRENCHED, RCP, CLASS V, 18 IN.	LF	957	\$ 75.00	\$ 71,775.00	\$ 68.50	\$ 65,559.50	\$ 71.00	\$ 67,947.00	\$ 68.00	\$ 65,033.00
4.10	4030-A-1354	CULVERT, TRENCHED, RCP, CLASS III, 54 IN.	LF	241	\$ 280.00	\$ 67,280.00	\$ 201.50	\$ 48,591.50	\$ 300.00	\$ 72,300.00	\$ 275.00	\$ 66,275.00
4.11	4020-A-1344	STORM SEWER, TRENCHED, RCAP, CLASS III, 44 X 27 IN.	LF	196	\$ 185.00	\$ 36,160.00	\$ 180.50	\$ 35,297.00	\$ 150.00	\$ 29,400.00	\$ 175.00	\$ 34,300.00
4.12	4020-A-1359	STORM SEWER, TRENCHED, RCAP, CLASS III, 56 X 36 IN.	LF	98	\$ 215.00	\$ 21,070.00	\$ 242.50	\$ 23,765.00	\$ 308.00	\$ 30,184.00	\$ 240.00	\$ 23,520.00
4.13	4020-A-1373	STORM SEWER, TRENCHED, RCAP, CLASS III, 73 X 45 IN.	LF	648	\$ 250.00	\$ 162,000.00	\$ 330.00	\$ 213,180.00	\$ 354.00	\$ 228,884.00	\$ 328.00	\$ 212,496.00
4.14	4030-B-1315	PIPE APRON, CONCRETE, 15 IN.	EA	4	\$ 2,300.00	\$ 9,200.00	\$ 1,500.00	\$ 6,000.00	\$ 1,950.00	\$ 7,800.00	\$ 2,100.00	\$ 8,400.00
4.15	4030-B-1318	PIPE APRON, CONCRETE, 18 IN.	EA	2	\$ 2,500.00	\$ 5,000.00	\$ 1,500.00	\$ 3,000.00	\$ 1,940.00	\$ 3,880.00	\$ 2,300.00	\$ 4,600.00
4.16	4030-B-1330	PIPE APRON, CONCRETE, 30 IN.	EA	4	\$ 3,000.00	\$ 12,000.00	\$ 2,100.00	\$ 8,400.00	\$ 2,800.00	\$ 11,200.00	\$ 2,500.00	\$ 10,000.00
4.17	4030-B-1336	PIPE APRON, CONCRETE, 36 IN.	EA	1	\$ 3,200.00	\$ 3,200.00	\$ 2,800.00	\$ 2,800.00	\$ 3,375.00	\$ 3,375.00	\$ 3,100.00	\$ 3,100.00
4.18	4030-B-1342	PIPE APRON, CONCRETE, 42 IN.	EA	1	\$ 3,600.00	\$ 3,600.00	\$ 1,800.00	\$ 1,800.00	\$ 2,915.00	\$ 2,915.00	\$ 3,300.00	\$ 3,300.00
4.19	4030-B-1354	PIPE APRON, CONCRETE, 54 IN.	EA	1	\$ 4,600.00	\$ 4,600.00	\$ 2,400.00	\$ 2,400.00	\$ 5,650.00	\$ 5,650.00	\$ 4,000.00	\$ 4,000.00
4.20	4030-B-1344	PIPE APRON, CONCRETE ARCH, 44 X 27 IN.	EA	1	\$ 5,000.00	\$ 5,000.00	\$ 2,800.00	\$ 2,800.00	\$ 3,125.00	\$ 3,125.00	\$ 3,500.00	\$ 3,500.00
4.21	4030-B-1373	PIPE APRON, CONCRETE ARCH, 73 X 45 IN.	EA	1	\$ 5,000.00	\$ 5,000.00	\$ 2,900.00	\$ 2,900.00	\$ 5,950.00	\$ 5,950.00	\$ 3,600.00	\$ 3,600.00
4.22	SPECIAL	BEND, STORM SEWER, RCP, 15 IN.	EA	2	\$ 750.00	\$ 1,500.00	\$ 370.00	\$ 740.00	\$ 500.00	\$ 1,000.00	\$ 500.00	\$ 1,000.00
4.23	SPECIAL	BEND, STORM SEWER, RCP, 18 IN.	EA	4	\$ 1,000.00	\$ 4,000.00	\$ 450.00	\$ 1,800.00	\$ 525.00	\$ 2,100.00	\$ 600.00	\$ 2,400.00
4.24	SPECIAL	BEND, STORM SEWER, RCP, 24 IN.	EA	2	\$ 1,200.00	\$ 2,400.00	\$ 560.00	\$ 1,120.00	\$ 600.00	\$ 1,200.00	\$ 600.00	\$ 1,200.00
4.25	SPECIAL	BEND, STORM SEWER, RCP, 30 IN.	EA	2	\$ 1,500.00	\$ 3,000.00	\$ 540.00	\$ 1,080.00	\$ 1,250.00	\$ 2,500.00	\$ 900.00	\$ 1,800.00
4.26	SPECIAL	FIELD TILE REPAIR AND FITTINGS, PVC, UNSPECIFIED DIA.	EA	1	\$ 20.00	\$ 20.00	\$ 1.60	\$ 1.60	\$ 29.50	\$ 29.50	\$ 35.00	\$ 35.00
4.27	4040-A-1008	SUBDRAIN, 6 IN. PVC, CASE A	LF	500	\$ 15.00	\$ 7,500.00	\$ 14.45	\$ 7,222.50	\$ 14.85	\$ 7,372.50	\$ 16.00	\$ 8,000.00
4.28	4040-A-2006	SUBDRAIN, 6 IN. PVC, CASE B	LF	2517	\$ 15.00	\$ 37,755.00	\$ 14.45	\$ 36,370.65	\$ 14.85	\$ 37,377.45	\$ 16.00	\$ 40,272.00
4.29	4040-A-3006	SUBDRAIN, 6 IN. PVC, BACKSLOPE	LF	1471	\$ 15.00	\$ 22,065.00	\$ 14.45	\$ 21,255.95	\$ 14.85	\$ 21,844.35	\$ 17.00	\$ 25,007.00
4.30	4040-C-1000	SUBDRAIN CLEANOUT, TYPE A-1	EA	1075	\$ 20.00	\$ 21,500.00	\$ 16.75	\$ 18,000.25	\$ 32.00	\$ 34,400.00	\$ 32.00	\$ 34,400.00



**Foth**  
 Foth Infrastructure & Environment, LLC  
 8191 Birchwood Court, Suite L  
 Johnston, Iowa 50131  
 Phone: (515) 254-1393  
 Fax: (515) 254-1642

**Tabulation of Bids**  
 City of West Des Moines  
 South 90th Street Improvements Project  
 Grand Avenue to 1000 feet North of Pleasant Ridge Drive  
 West Des Moines, Iowa - 2016



**Hawkeye Paving Corp.**  
 Battendorf, IA

**Corell Contractor, Inc.**  
 West Des Moines, IA

**Elder Corp.**  
 Des Moines, IA

**Opinion of Cost**

**Quantity**

**Unit**

**Item Description**

Item No.	Item Code	Item Description	Unit	Quantity	Opinion of Cost Unit Price	Opinion of Cost Subtotal	Elder Corp. Unit Price	Elder Corp. Subtotal	Corell Contractor, Inc. Unit Price	Corell Contractor, Inc. Subtotal	Hawkeye Paving Corp. Unit Price	Hawkeye Paving Corp. Subtotal
<b>DIVISION 5 - WATER MAIN AND APPURTENANCES</b>												
4.31	4040-D-1000	SUBDRAIN OUTLET, CMP	EA	4	\$ 350.00	\$ 1,400.00	\$ 470.00	\$ 1,880.00	\$ 605.00	\$ 2,420.00	\$ 1,200.00	\$ 4,800.00
4.32	4040-D-1010	SUBDRAIN CONNECTION TO INTAKE OR STORM SEWER	EA	43	\$ 550.00	\$ 23,650.00	\$ 400.00	\$ 17,200.00	\$ 330.00	\$ 14,190.00	\$ 720.00	\$ 30,960.00
4.33	4050-A-1000	VIDEO INSPECTION OF SANITARY SEWER, STORM SEWER AND CULVERTS	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 12,000.00	\$ 12,000.00	\$ 25,000.00	\$ 25,000.00	\$ 15,000.00	\$ 15,000.00
<b>DIVISION 6 - STRUCTURES FOR SANITARY AND STORM SEWER</b>												
6.1	5010-A-1008	WATER MAIN, TRENCHED, UNRESTRAINED JOINT, PVC C900, DR18, 8 IN.	LF	145	\$ 55.00	\$ 7,975.00	\$ 68.50	\$ 10,077.50	\$ 101.00	\$ 14,645.00	\$ 48.00	\$ 6,960.00
6.2	5010-A-1012	WATER MAIN, TRENCHED, RESTRAINED JOINT, PVC C900, DR18, 12 IN.	LF	141	\$ 70.00	\$ 9,870.00	\$ 91.50	\$ 12,901.50	\$ 210.00	\$ 29,810.00	\$ 60.00	\$ 11,280.00
6.3	5010-A-1016	WATER MAIN, TRENCHED, UNRESTRAINED JOINT, PVC C905, DR18, 18 IN.	LF	3195	\$ 90.00	\$ 287,550.00	\$ 55.50	\$ 177,322.50	\$ 58.00	\$ 185,310.00	\$ 55.00	\$ 175,725.00
6.4	5010-A-1116	WATER MAIN, TRENCHED, RESTRAINED JOINT, PVC C905, DR18, 18 IN.	LF	120	\$ 120.00	\$ 14,400.00	\$ 130.00	\$ 15,600.00	\$ 104.00	\$ 12,480.00	\$ 110.00	\$ 13,200.00
6.5	5010-C-2000	WATER MAIN FITTINGS	LB	1131	\$ 8.00	\$ 9,048.00	\$ 8.95	\$ 10,122.45	\$ 7.50	\$ 8,482.50	\$ 8.00	\$ 9,048.00
6.6	5010-C-2001	WATER MAIN FITTINGS, RELOCATE	EA	1	\$ 2,000.00	\$ 2,000.00	\$ 1,300.00	\$ 1,300.00	\$ 825.00	\$ 825.00	\$ 2,300.00	\$ 2,300.00
6.7	5010-D-1002	WATER SERVICE STUB, COPPER, 1 IN. NEAR SIDE CONNECT	EA	4	\$ 1,750.00	\$ 7,000.00	\$ 870.00	\$ 3,480.00	\$ 3,750.00	\$ 15,000.00	\$ 1,500.00	\$ 6,000.00
6.8	5010-D-1003	WATER SERVICE STUB, COPPER, 1 IN. FAR SIDE CONNECT	EA	5	\$ 2,000.00	\$ 10,000.00	\$ 720.00	\$ 3,600.00	\$ 3,750.00	\$ 16,750.00	\$ 2,300.00	\$ 11,500.00
6.9	5010-B-2071	WATER SERVICE LINE, COPPER, 1 IN.	LF	531	\$ 12.00	\$ 6,372.00	\$ 28.25	\$ 15,000.75	\$ 7.75	\$ 4,115.25	\$ 25.00	\$ 13,275.00
6.10	SPECIAL	WATER SERVICE METER PIT	EA	4	\$ 4,500.00	\$ 18,000.00	\$ 1,200.00	\$ 4,800.00	\$ 3,165.00	\$ 12,740.00	\$ 1,500.00	\$ 6,000.00
6.11	5020-A-1008	VALVE, GATE, 8 IN.	EA	1	\$ 2,000.00	\$ 2,000.00	\$ 1,300.00	\$ 1,300.00	\$ 1,350.00	\$ 1,350.00	\$ 1,500.00	\$ 1,500.00
6.12	5020-A-1012	VALVE, GATE, 12 IN.	EA	2	\$ 4,500.00	\$ 9,000.00	\$ 2,400.00	\$ 4,800.00	\$ 2,350.00	\$ 4,700.00	\$ 2,800.00	\$ 5,200.00
6.13	5020-A-1016	VALVE, GATE, 16 IN.	EA	5	\$ 7,000.00	\$ 35,000.00	\$ 6,200.00	\$ 31,000.00	\$ 6,300.00	\$ 31,500.00	\$ 6,800.00	\$ 34,500.00
6.14	5020-C-1000	FIRE HYDRANT ASSEMBLY	EA	10	\$ 5,000.00	\$ 50,000.00	\$ 6,300.00	\$ 63,000.00	\$ 6,050.00	\$ 60,500.00	\$ 6,800.00	\$ 68,000.00
6.15	5020-D-1000	FLUSHING DEVICE(BLOWOFF), RELOCATE	EA	1	\$ 3,500.00	\$ 3,500.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 1,800.00	\$ 1,800.00
6.16	5020-J-1000	REMOVE EXISTING FIRE HYDRANT ASSEMBLY	EA	4	\$ 2,000.00	\$ 8,000.00	\$ 2,000.00	\$ 8,000.00	\$ 2,050.00	\$ 8,200.00	\$ 1,000.00	\$ 4,000.00
<b>DIVISION 7 - STREETS AND RELATED WORK</b>												
7.1	7010-A-2100	MANHOLE, SANITARY SEWER, SW-301, 48 IN.	EA	4	\$ 4,500.00	\$ 18,000.00	\$ 4,900.00	\$ 19,600.00	\$ 4,900.00	\$ 19,600.00	\$ 8,000.00	\$ 32,000.00
7.2	7010-A-1600	MANHOLE, STORM SEWER, SW-401, 60 IN.	EA	2	\$ 5,000.00	\$ 10,000.00	\$ 5,000.00	\$ 10,000.00	\$ 5,500.00	\$ 11,000.00	\$ 6,800.00	\$ 27,200.00
7.3	7010-A-1584	MANHOLE, STORM SEWER, SW-401, 84 IN.	EA	2	\$ 7,500.00	\$ 15,000.00	\$ 11,000.00	\$ 22,000.00	\$ 14,500.00	\$ 29,000.00	\$ 12,500.00	\$ 25,000.00
7.4	7010-A-1684	MANHOLE, STORM SEWER, SW-402, 7 X 7	EA	1	\$ 8,500.00	\$ 8,500.00	\$ 11,000.00	\$ 11,000.00	\$ 11,150.00	\$ 11,150.00	\$ 12,500.00	\$ 12,500.00
7.5	7010-A-1686	MANHOLE, STORM SEWER, SW-402, 8 X 8	EA	3	\$ 9,500.00	\$ 28,500.00	\$ 14,000.00	\$ 42,000.00	\$ 13,000.00	\$ 39,000.00	\$ 15,000.00	\$ 45,000.00
7.6	7010-A-1948	MANHOLE, STORM SEWER, SW-405, 48 IN.	EA	1	\$ 4,500.00	\$ 4,500.00	\$ 4,000.00	\$ 4,000.00	\$ 3,900.00	\$ 3,900.00	\$ 5,700.00	\$ 5,700.00
7.7	7010-B-1501	INTAKE, SINGLE GRATE, SW-501	EA	13	\$ 2,750.00	\$ 35,750.00	\$ 2,200.00	\$ 28,600.00	\$ 2,850.00	\$ 37,050.00	\$ 4,200.00	\$ 54,600.00
7.8	7010-B-1503	INTAKE, SINGLE GRATE WITH MANHOLE, SW-503	EA	13	\$ 4,900.00	\$ 63,700.00	\$ 4,000.00	\$ 52,000.00	\$ 4,000.00	\$ 52,000.00	\$ 6,400.00	\$ 83,200.00
7.9	7010-B-1505	INTAKE, DOUBLE GRATE, SW-505	EA	5	\$ 4,200.00	\$ 21,000.00	\$ 3,700.00	\$ 18,500.00	\$ 4,000.00	\$ 20,000.00	\$ 6,800.00	\$ 33,800.00
8.10	7010-B-1508	INTAKE, DOUBLE GRATE WITH MANHOLE, SW-508	EA	5	\$ 7,200.00	\$ 36,000.00	\$ 6,500.00	\$ 32,500.00	\$ 7,325.00	\$ 36,625.00	\$ 9,500.00	\$ 47,600.00
8.11	7010-B-1506	INTAKE, DOUBLE GRATE WITH MANHOLE, SW-506	EA	1	\$ 7,500.00	\$ 7,500.00	\$ 11,000.00	\$ 11,000.00	\$ 10,300.00	\$ 10,300.00	\$ 15,000.00	\$ 15,000.00
8.12	7010-B-1512	INTAKE, CIRCULAR AREA INTAKE, SW-512, 24 IN.	EA	2	\$ 3,500.00	\$ 7,000.00	\$ 1,900.00	\$ 3,800.00	\$ 1,850.00	\$ 3,700.00	\$ 2,500.00	\$ 5,000.00
8.13	7010-C-1000	DROP CONNECTION, 8 IN.	EA	2	\$ 3,000.00	\$ 6,000.00	\$ 5,100.00	\$ 10,200.00	\$ 4,120.00	\$ 8,240.00	\$ 3,300.00	\$ 6,600.00
8.14	7010-E-1000	MANHOLE ADJUSTMENT, SANITARY, MINOR	EA	1	\$ 1,500.00	\$ 1,500.00	\$ 1,200.00	\$ 1,200.00	\$ 400.00	\$ 400.00	\$ 1,800.00	\$ 1,800.00
8.15	7010-F-1000	MANHOLE ADJUSTMENT, SANITARY, MAJOR	EA	1	\$ 7,500.00	\$ 7,500.00	\$ 2,800.00	\$ 2,800.00	\$ 2,750.00	\$ 2,750.00	\$ 3,300.00	\$ 3,300.00
8.16	SPECIAL	CULVERT HEADWALL WITH FENCE, 54 IN.	LS	1	\$ 30,000.00	\$ 30,000.00	\$ 17,000.00	\$ 17,000.00	\$ 37,900.00	\$ 37,900.00	\$ 30,000.00	\$ 30,000.00
<b>DIVISION 7 - STREETS AND RELATED WORK</b>												
7.1	7010-A-2100	PAVEMENT, REINFORCED PCC, CLASS C-SUD, 10 IN.	SY	15,395	\$ 75.00	\$ 1,154,625.00	\$ 76.00	\$ 1,154,625.00	\$ 72.68	\$ 1,118,906.60	\$ 94.00	\$ 1,447,130.00
7.2	7010-A-1070	PAVEMENT, PCC, CLASS C, 7 IN.	SY	1431	\$ 65.00	\$ 93,015.00	\$ 61.00	\$ 87,291.00	\$ 58.16	\$ 84,657.96	\$ 72.00	\$ 103,032.00
7.3	7010-I-1000	PCC PAVEMENT SAMPLES AND TESTING	TON	1	\$ 19,000.00	\$ 19,000.00	\$ 5,600.00	\$ 5,600.00	\$ 5,610.00	\$ 5,610.00	\$ 5,000.00	\$ 5,000.00
7.4	7010-L-1000	GRANULAR SURFACING	TON	862	\$ 20.00	\$ 17,240.00	\$ 26.50	\$ 22,833.00	\$ 27.00	\$ 24,084.00	\$ 21.00	\$ 18,132.00
7.5	7010-A-1000	REMOVAL OF SIDEWALK, SHARED USE PATH OR DRIVEWAY	SY	1913	\$ 8.00	\$ 15,304.00	\$ 6.45	\$ 12,339.85	\$ 7.00	\$ 13,391.00	\$ 6.00	\$ 11,478.00
7.6	7030-C-1006	SHARED USE PATH, REINFORCED PCC, 6 IN.	SY	2433	\$ 45.00	\$ 109,485.00	\$ 36.50	\$ 88,612.75	\$ 36.75	\$ 89,412.75	\$ 52.00	\$ 126,516.00
7.7	7030-G-1000	DETECTABLE WARNINGS	SF	60	\$ 42.00	\$ 2,520.00	\$ 36.50	\$ 2,190.00	\$ 36.75	\$ 2,205.00	\$ 35.00	\$ 2,100.00
7.8	7030-H-1000	DRIVEWAY, PAVED, PCC, 6 IN.	SY	2571	\$ 50.00	\$ 128,550.00	\$ 42.00	\$ 107,962.00	\$ 36.90	\$ 102,692.00	\$ 62.00	\$ 159,402.00
7.9	7040-H-1000	PAVEMENT REMOVAL	SY	3316.8	\$ 7.00	\$ 23,217.60	\$ 6.20	\$ 20,564.16	\$ 7.00	\$ 23,217.60	\$ 8.00	\$ 26,534.40
7.10	SPECIAL	TEMPORARY GRANULAR SURFACING	TON	600	\$ 35.00	\$ 21,000.00	\$ 34.50	\$ 20,700.00	\$ 41.00	\$ 24,600.00	\$ 31.00	\$ 18,600.00
<b>DIVISION 8 - TRAFFIC CONTROL</b>												
8.1	SPECIAL	TRAFFIC CONTROL	LS	1	\$ 50,000.00	\$ 50,000.00	\$ 135,655.32	\$ 135,655.32	\$ 34,270.00	\$ 34,270.00	\$ 175,000.00	\$ 175,000.00



**Foth Infrastructure & Environment, LLC**  
 8101 Birchwood Court, Suite L  
 Johnston, Iowa 50131  
 Phone: 515.254.1300 Fax: 515.254.1302

BB Date: Wednesday, May 11, 2016  
 at 2:50 pm

**Tabulation of Bids**  
 City of West Des Moines  
 South 89th Street Improvements Project  
 Grand Avenue to 1000 feet North of Pleasant Ridge Drive  
 West Des Moines, Iowa - 2016



ITEM NO.	ITEM CODE	ITEM DESCRIPTION	UNIT	QUANTITY	Engineer's Opinion of Cost UNIT PRICE	Engineer's Opinion of Cost SUBTOTAL	Elder Corp. Des Moines, IA UNIT PRICE	Elder Corp. Des Moines, IA SUBTOTAL	Corell Contractor, Inc. West Des Moines, IA UNIT PRICE	Corell Contractor, Inc. West Des Moines, IA SUBTOTAL	Hawkeye Paving Corp. Bettendorf, IA UNIT PRICE	Hawkeye Paving Corp. Bettendorf, IA SUBTOTAL
<b>DIVISION 9 - SITE WORK AND LANDSCAPING</b>												
9.1	9010-B-1100	HYDRAULIC SEEDING, FERT. & MULCH., TYPE 1 (PERM. LAWN MIX.)	ACRE	11	\$ 1,900.00	\$ 20,900.00	\$ 2,800.00	\$ 30,800.00	\$ 2,715.00	\$ 29,865.00	\$ 2,600.00	\$ 28,600.00
9.2	9010-B-1200	HYDRAULIC SEEDING, FERT. & MULCH., TYPE 2 (PERM. COOL SEASON MIX.)	ACRE	5	\$ 1,200.00	\$ 6,000.00	\$ 1,800.00	\$ 9,000.00	\$ 2,516.00	\$ 12,590.00	\$ 2,400.00	\$ 12,000.00
9.3	9010-B-1400	HYDRAULIC SEEDING, FERT. & MULCH., TYPE 4 (URBAN TEMP. EROSION CONTROL MIX.)	ACRE	16	\$ 750.00	\$ 12,000.00	\$ 1,500.00	\$ 24,000.00	\$ 1,470.00	\$ 23,620.00	\$ 1,400.00	\$ 22,400.00
9.4	9010-E-1000	WARRANTY	LS	1	\$ 5,200.00	\$ 5,200.00	\$ 7,800.00	\$ 7,800.00	\$ 5,775.00	\$ 5,775.00	\$ 5,500.00	\$ 5,500.00
9.5	9040-A-2000	SWPPP PREPARATION & MANAGEMENT	LS	1	\$ 7,500.00	\$ 7,500.00	\$ 3,700.00	\$ 3,700.00	\$ 4,462.00	\$ 4,462.00	\$ 4,300.00	\$ 4,300.00
9.6	9040-D-1012	FILTER SOCKS, 12 IN., INSTALLATION	LF	630	\$ 2.00	\$ 1,260.00	\$ 4.75	\$ 2,992.50	\$ 2.60	\$ 1,638.00	\$ 2.50	\$ 1,575.00
9.7	9040-D-2012	FILTER SOCKS, 24 IN., MAINTENANCE AND REMOVAL	LF	630	\$ 1.50	\$ 945.00	\$ 0.85	\$ 536.55	\$ 0.20	\$ 126.00	\$ 0.20	\$ 126.00
9.8	9040-E-1000	TEMPORARY ROLLED EROSION CONTROL PRODUCTS (RECP)	SY	1,148	\$ 2.50	\$ 2,870.00	\$ 1.30	\$ 1,492.40	\$ 1.25	\$ 1,435.00	\$ 1.50	\$ 1,722.00
9.9	9040-G-1000	ROCK CHECK DAMS	TON	40	\$ 45.00	\$ 1,800.00	\$ 53.00	\$ 2,120.00	\$ 71.00	\$ 2,840.00	\$ 58.00	\$ 2,320.00
9.10	9040-J-3020	RIP RAP, CLASS E	TON	284	\$ 50.00	\$ 14,200.00	\$ 39.90	\$ 11,331.60	\$ 90.00	\$ 25,560.00	\$ 52.00	\$ 14,788.00
9.11	9040-N-1000	SILT FENCE, INSTALLATION	LF	9,831	\$ 1.50	\$ 14,746.50	\$ 1.45	\$ 14,254.95	\$ 1.58	\$ 15,532.86	\$ 1.50	\$ 14,746.50
9.12	9040-N-2000	SILT FENCE, REMOVAL OF SEDIMENT	LF	9,831	\$ 0.15	\$ 1,474.65	\$ 0.05	\$ 481.55	\$ 0.11	\$ 1,081.41	\$ 0.10	\$ 983.10
9.13	9040-N-3000	SILT FENCE, REMOVAL OF DEBRIS	LF	9,831	\$ 0.15	\$ 1,474.65	\$ 0.05	\$ 481.55	\$ 0.21	\$ 2,064.51	\$ 0.20	\$ 1,966.20
9.14	9040-O-1000	EROSION CONTROL MULCHING, CONVENTIONAL	ACRE	16	\$ 350.00	\$ 5,600.00	\$ 450.00	\$ 7,200.00	\$ 420.00	\$ 6,720.00	\$ 400.00	\$ 6,400.00
9.15	9040-T-1000	INLET PROTECTION DEVICE, INSTALLATION	EA	43	\$ 150.00	\$ 6,450.00	\$ 164.00	\$ 7,112.00	\$ 126.00	\$ 5,418.00	\$ 120.00	\$ 5,160.00
9.16	9070-L-1000	MODULAR BLOCK RETAINING WALL	SF	290	\$ 35.00	\$ 10,150.00	\$ 19.00	\$ 5,510.00	\$ 27.50	\$ 7,975.00	\$ 30.00	\$ 8,700.00
<b>DIVISION 10 - DEMOLITION</b>												
(NOT USED)												
<b>DIVISION 11 - MISCELLANEOUS</b>												
11.1	11010-A-1000	CONSTRUCTION SURVEY	LS	1	\$ 75,000.00	\$ 75,000.00	\$ 28,000.00	\$ 28,000.00	\$ 30,500.00	\$ 30,500.00	\$ 25,000.00	\$ 25,000.00
11.2	11030-B-1000	PAINTED PAVEMENT MARKINGS, WATERBORNE/SOLVENT	STA	48.18	\$ 100.00	\$ 4,818.00	\$ 59.00	\$ 2,842.62	\$ 61.50	\$ 2,957.89	\$ 60.00	\$ 2,890.80
11.3	11030-C-1000	PAINTED PAVEMENT MARKINGS, DURABLE	STA	78.20	\$ 190.00	\$ 14,790.00	\$ 84.00	\$ 6,568.80	\$ 88.00	\$ 6,881.60	\$ 80.00	\$ 6,256.00
11.4	11030-F-1000	PAINTED SYMBOLS & LEGENDS, WATERBORNE/SOLVENT	EACH	5	\$ 150.00	\$ 750.00	\$ 85.00	\$ 425.00	\$ 89.10	\$ 445.50	\$ 85.00	\$ 425.00
11.5	11030-G-1000	PAINTED SYMBOLS & LEGENDS, DURABLE	EACH	16	\$ 300.00	\$ 4,800.00	\$ 147.00	\$ 2,352.00	\$ 154.00	\$ 2,464.00	\$ 140.00	\$ 2,240.00
11.6	11030-M-1000	GROOVES CUT FOR PAVEMENT MARKINGS	STA	78.20	\$ 25.00	\$ 1,955.00	\$ 31.50	\$ 2,463.30	\$ 33.00	\$ 2,590.60	\$ 30.00	\$ 2,346.00
11.7	11030-N-1000	GROOVES CUT FOR SYMBOLS AND LEGENDS	EACH	16	\$ 150.00	\$ 2,400.00	\$ 94.50	\$ 1,512.00	\$ 99.00	\$ 1,584.00	\$ 90.00	\$ 1,440.00
11.8	11040-A-1000	MAINTENANCE OF POSTAL SERVICE	LS	1	\$ 2,500.00	\$ 2,500.00	\$ 2,800.00	\$ 2,800.00	\$ 2,970.00	\$ 2,970.00	\$ 3,000.00	\$ 3,000.00
11.9	11040-B-1000	MAINTENANCE OF SOLID WASTE COLLECTION	LS	1	\$ 7,500.00	\$ 7,500.00	\$ 16,000.00	\$ 16,000.00	\$ 18,600.00	\$ 18,600.00	\$ 5,000.00	\$ 5,000.00
11.10	11060-A-1000	CONCRETE WASHOUT	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 7,800.00	\$ 7,800.00	\$ 7,150.00	\$ 7,150.00	\$ 7,000.00	\$ 7,000.00
<b>TOTAL BASE BID (Items 1.1 to 11.10)</b>						<b>\$ 5,028,924.30</b>		<b>\$ 4,825,000.00</b>		<b>\$ 4,942,507.45</b>		<b>\$ 5,021,727.50</b>
					Bid Bond			X		X		X
					Corrected							

I hereby certify that this is a true and correct tabulation of bids received on May 11, 2016 for the 2016 South 89th Street Improvements Project, West Des Moines, Iowa.

*Bradley D. Hopkey*  
 Bradley D. Hopkey, P.E. License No. 18305 Date 5/11/16





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

**7(a)**

Date: May 16, 2016

**ITEM:** Wirtz Commercial Park Plat 5, South of Mills Civic Parkway and west of South 51<sup>st</sup> Street  
– Subdivide property into three commercial lots – Woodside Business Park LLC –  
FP-003022-2016

**RESOLUTION:** Approval and Release of Final Plat

**FINANCIAL IMPACT:** Undetermined.

**BACKGROUND:** Chris Murray, Woodside Business Park LLC, represented by Doug Mandernach of Civic Design Advantage, is requesting approval of a Final Plat for approximately 4.97 acres located adjacent to I-35, south of Mills Civic Parkway and west of South 51<sup>st</sup> Street. The applicant proposes to subdivide the property into three lots for commercial development (see Exhibit I – Location Map and Exhibit II – Final Plat)

**CITY COUNCIL SUBCOMMITTEE:** This item was presented to the Development and Planning City Council Subcommittee on March 21, 2016, as an informational item only.

**OUTSTANDING ISSUES:** There are no outstanding issues. Staff notes the following: The Wirtz Commercial Park Plat 5 preliminary plat was approved by the City Council on October 19, 2015. The Final Plat is consistent with the approved preliminary plat.

As part of this approval, the City Council is approving and accepting the following:

- Sanitary Sewer Easement
- Ingress/Egress Easement
- Storm Water Facility Management and Maintenance Easement Agreement

**COMPREHENSIVE PLAN CONSISTENCY:** The project has been reviewed for consistency with the Comprehensive Plan. Based upon that review, a finding has been made that the proposed project is consistent with the Comprehensive Plan in that the project is consistent with all of the goals and policies of the Comprehensive Plan and the land use map of the Comprehensive Plan.

**RECOMMENDATION:** Based upon the preceding review and a finding of consistency with the goals and policies of the Comprehensive Plan, staff recommends the City Council approve and release the Final Plat, Wirtz Commercial Park Plat 5, to subdivide property into three lots for commercial development, 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	
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)**

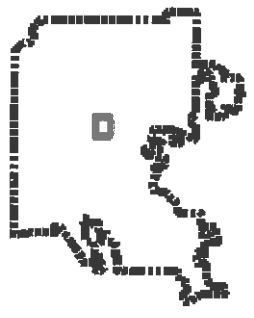
Committee	Development and Planning Subcommittee		
Date Reviewed	March 21, 2016		
Recommendation	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Split <input type="checkbox"/>

**ATTACHMENTS:**

- Exhibit I      -      Location Map
- Exhibit II     -      Final Plat
- Exhibit III    -      Resolution: Approval and Release of Final Plat



# Wirtz Commercial Park Plat 5



- Legend**
- Parcels
  - Parks
  - Greenways



1:5,045



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



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 WIRTZ COMMERCIAL PARK PLAT 5 (FP-003022-2016) FOR THE PURPOSE OF PLATTING PROPERTY INTO THREE LOTS FOR COMMERCIAL DEVELOPMENT**

**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, Woodside Business Park LLC, has requested approval for a Final Plat (FP-003022-2016) for that 4.97 acres located adjacent to I-35, south of Mills Civic Parkway and west of South 51<sup>st</sup> Street.to subdivide the property into three lots for commercial development;

**Legal Description**

Lots 1 and 2 of 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 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 Wirtz Commercial Park Plat 5 and recommended approval on October 12, 2105;

**WHEREAS**, the Final Plat that was submitted for review was determined to be generally consistent with the Preliminary Plat for Wirtz Commercial Park Plat 5 that was reviewed and approved by the City Council on October 19, 2015;

**WHEREAS**, on May 16, 2016, this City Council held a duly-noticed meeting to consider the application for Wirtz Commercial Park Plat 5 Final Plat;

**WHEREAS**, the City Council assigns the addresses as follows: Lot 1 will be addressed 725 S. 51<sup>st</sup> Street, Lot 2 will be addressed 815 S 51<sup>st</sup> Street, and Lot 3 will be addressed 885 S. 51<sup>st</sup> Street;

**WHEREAS**, the City Council accepts an ingress/egress easement, a sanitary sewer easement, and a storm water facility management and maintenance easement agreement;

**WHEREAS**, Wirtz Commercial Park Plat 5 is zoned Wirtz PUD and meets all requirements of the City's Zoning Code.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WEST DES MOINES DOES RESOLVE AS FOLLOWS:**

**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 Wirtz Commercial Park Plat 5 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 Wirtz Commercial Park Plat 5 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 May 16, 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 May 16, 2016, among other proceedings, Roll Call No. \_\_\_\_\_ approved said plat on May 16, 2016, and released said Final Plat for recordation.

\_\_\_\_\_  
Ryan T. Jacobson  
City Clerk

IN WITNESS WHEREOF, I have hereunto set my hand this 16<sup>th</sup> day of May 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**

**7(b)**

**Date: May 16, 2016**

**ITEM:** Mill Ridge Townhomes Plat 1, Southwest corner of S. 88<sup>th</sup> Street and Stagecoach Drive – Approval of a Site Plan to allow the construction of a 75 unit townhome development. – Hubbell Realty Company – SP-002936-2015

**RESOLUTION:** Approval of a Phased Site Plan

**FINANCIAL IMPACT:** Undetermined.

**BACKGROUND:** The applicant, Hubbell Realty Company, represented by Josh Trygstad of Civil Design Advantage, is requesting the second part of a phased approval of a site plan to approve the above ground elements for a 75 unit townhome development. The first part of the phased approval was approved by the City Council on April 18, 2016 and only allowed for grading and installation of underground private utilities.

**Plan and Zoning Commission Action:**

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

Date: May 16, 2016

Motion: Adopt a resolution recommending the City Council approve the of a Phased 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: 3/7/2016*
- Staff Review and Comments
  - Architecture
- 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 second phase of the site plan to allow the construction of a 75 unit townhome development, subject to the applicant meeting all City Code requirements and the following conditions of approval:

1. The applicant install and maintain all necessary soil erosion measures;
2. Before any Building Permits can be issued for buildings within Mill Ridge Townhomes Plat 1, the Final Plat must be approved and recorded;
3. The Applicant will need to provide and maintain two separate access points to a building before construction can begin. Provisions will need to be made to maintain two access points to a building during paving of any interior streets or exterior streets adjacent to the development. In addition, prior to issuance of any occupancy permits, there must be at least one paved access to the building;
4. Before any construction on a structure that is of combustible nature can occur, the Applicant must assure that an approved water supply as defined in the City of West Des Moines Fire Code is in place.

Lead Staff Member: J. Bradley Munford



**Staff Reviews:**

Department Director	✓
Appropriations/Finance	
Legal	JBW
Agenda Acceptance	RTG

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

Published In	not required
Date(s) Published	N/A
Letter sent to surrounding property owners	N/A

**SUBCOMMITTEE REVIEW (if applicable)**

Committee	Development & Planning		
Date Reviewed	3/7/2016		
Recommendation	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Split <input type="checkbox"/>

**ATTACHMENTS:**

- Exhibit I - Plan and Zoning Commission Communication
  - Attachment A - Commission Resolution
  - Exhibit A - Conditions of Approval
  - Attachment B - Location Map
  - Attachment C - Site Plan: Site Layout, & Architecture
- Exhibit II - City Council Resolution
  - Exhibit A - Conditions of Approval

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

**Meeting Date:** May 9, 2016

**Item:** Mill Ridge Townhomes Plat 1, Southwest corner of S. 88<sup>th</sup> Street and Stagecoach Drive – Approval of a Site Plan to allow the construction of a 75 unit townhome development. – Hubbell Realty Company – SP-002936-2015

**Requested Action:** Approval of a Phased Site Plan

**Case Advisor:** J. Bradley Munford 

**Applicant's Request:** The applicant, Hubbell Realty Company, represented by Josh Trygstad of Civil Design Advantage, is requesting the second part of a phased approval of a site plan to approve the above ground elements for a 75 unit townhome development. The first part of the phased approval was approved by the City Council on April 18, 2016 and only allowed for grading and installation of underground private utilities.

**History:** The property is generally undeveloped. All except the 24 acres at the northeast corner of the proposal was previously platted in the Corrected Michael's Landing Plat 1. The 24 acres was a large acreage property belonging to James Miller. On December 14, 2016 the City Council approved an amendment to the Comprehensive Plan Land Use Map and amendment to the Tallyn's Reach Planned Unit Development (PUD) to incorporate the Miller property and modify regulations to accommodate this development. On March 21, 2016 the City Council approved the Preliminary Plat. On April 18, 2016 the City Council approved a site plan to allow for grading and installation of underground private utilities

**City Council Subcommittee:** This item was presented to the Development and Planning City Council Subcommittee on March 7, 2016 and an informational item only. The Subcommittee expressed support of the development.

**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. Staff notes the following:

**Architecture:** Per the PUD, building designs shall provide varied facades and be articulated to provide visual interest to pedestrians. The applicant has worked with staff on the design of the proposed multi-family units to carry the details and materials from the front elevation around to the side and rear elevations that will be in public view to provide this visual interest to pedestrians. Staff notes that public view elevations will not be a requirement for the townhome and row home products where they are adjacent to another unit and not visible from the street. However, the pinwheel buildings will have public view elevations on all sides as all sides are visible. A site layout plan with a markup of the location of the public view elevations for the townhomes and the row homes is included with the building elevations in Attachment C.

**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.

**Site 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 Recommendations and Conditions of Approval:** Based upon the preceding review and a finding of consistency with the Comprehensive Plan, staff recommends that the Plan and Zoning Commission adopt a resolution approving the second phase of the site plan to allow the construction of a 75 unit townhome development, subject to the applicant meeting all City Code requirements and the following:

1. The applicant install and maintain all necessary soil erosion measures;
2. Before any Building Permits can be issued for buildings within Mill Ridge Townhomes Plat 1, the Final Plat must be approved and recorded;
3. The Applicant will need to provide and maintain two separate access points to a building before construction can begin. Provisions will need to be made to maintain two access points to a building during paving of any interior streets or exterior streets adjacent to the development. In addition, prior to issuance of any occupancy permits, there must be at least one paved access to the building;
4. Before any construction on a structure that is of combustible nature can occur, the Applicant must assure that an approved water supply as defined in the City of West Des Moines Fire Code is in place.

**Property Owner:**

Mill Ridge Homes, LLC  
6900 Westown Parkway  
West Des Moines, Iowa 50266

**Applicant:**

Joe Pietruszynski  
Hubbell Realty Company  
6900 Westown Parkway  
West Des Moines, Iowa 50266  
[Joe.Pietruszynski@HubbellRealty.com](mailto:Joe.Pietruszynski@HubbellRealty.com)

**Applicant's Representatives:**

Josh Trygstad P.E  
Civil Design Advantage.  
3405 SE Crossroads Drive Suite G  
Grimes, Iowa 50111  
[JoshT@cda-eng.com](mailto:JoshT@cda-eng.com)

**Attachments:**

- Attachment A - Plan and Zoning Commission Resolution
- Exhibit A - Conditions of Approval
- Attachment B - Location Map
- Attachment C - Site Plan: Site Layout, & Architecture

## RESOLUTION NO. PZC-16-030

**A RESOLUTION OF THE PLAN AND ZONING COMMISSION OF THE CITY OF WEST DES MOINES, RECOMMENDING TO THE CITY COUNCIL THAT IT APPROVE MILL RIDGE PRELIMINARY PLAT TO SUBDIVIDE THE PROPERTY INTO 60 LOTS FOR SINGLE FAMILY DEVELOPMENT, 240 LOTS FOR TOWNHOME DEVELOPMENT, 4 COMMON AREAS, 7 STREET LOTS AND 1 OUTLOTS FOR DETENTION**

**WHEREAS**, pursuant to the provisions of Title 10, Chapter 1 et seq, of the West Des Moines Municipal Code, the applicant, Hubbell Realty Company, has requested approval for a Preliminary Plat (PP-002931-2015) to create 60 lots for single family development, 240 lots for townhome development, 4 common areas, 7 street lots and 1 outlots for detention on the 65 acre site generally located at the southwest corner of S. 88<sup>th</sup> Street and Stagecoach Drive;

**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 March 14, 2016, this Commission held a duly-noticed public meeting to consider the application for Preliminary Plat (PP-002931-2015);

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


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

**SECTION 2.** PRELIMINARY PLAT (PP-002931-2015) to subdivide the property into 60 lots for single family development, 240 lots for townhome development, 4 common areas, 7 street lots and 1 outlots for detention, is recommended to the City Council for approval, subject to compliance with all the conditions in the staff report including conditions added at the Hearing, and attached hereto as Exhibit "A." Violation of any such conditions shall be grounds for revocation of the permit, as well as any other remedy which is available to the City.

PASSED AND ADOPTED on March 14, 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 March 14, 2016 by the following vote:

AYES: Andersen, Brown, Costa, Crowley, ERickson, Hatfield

NAYS: -0-

ABSTENTIONS: -0-

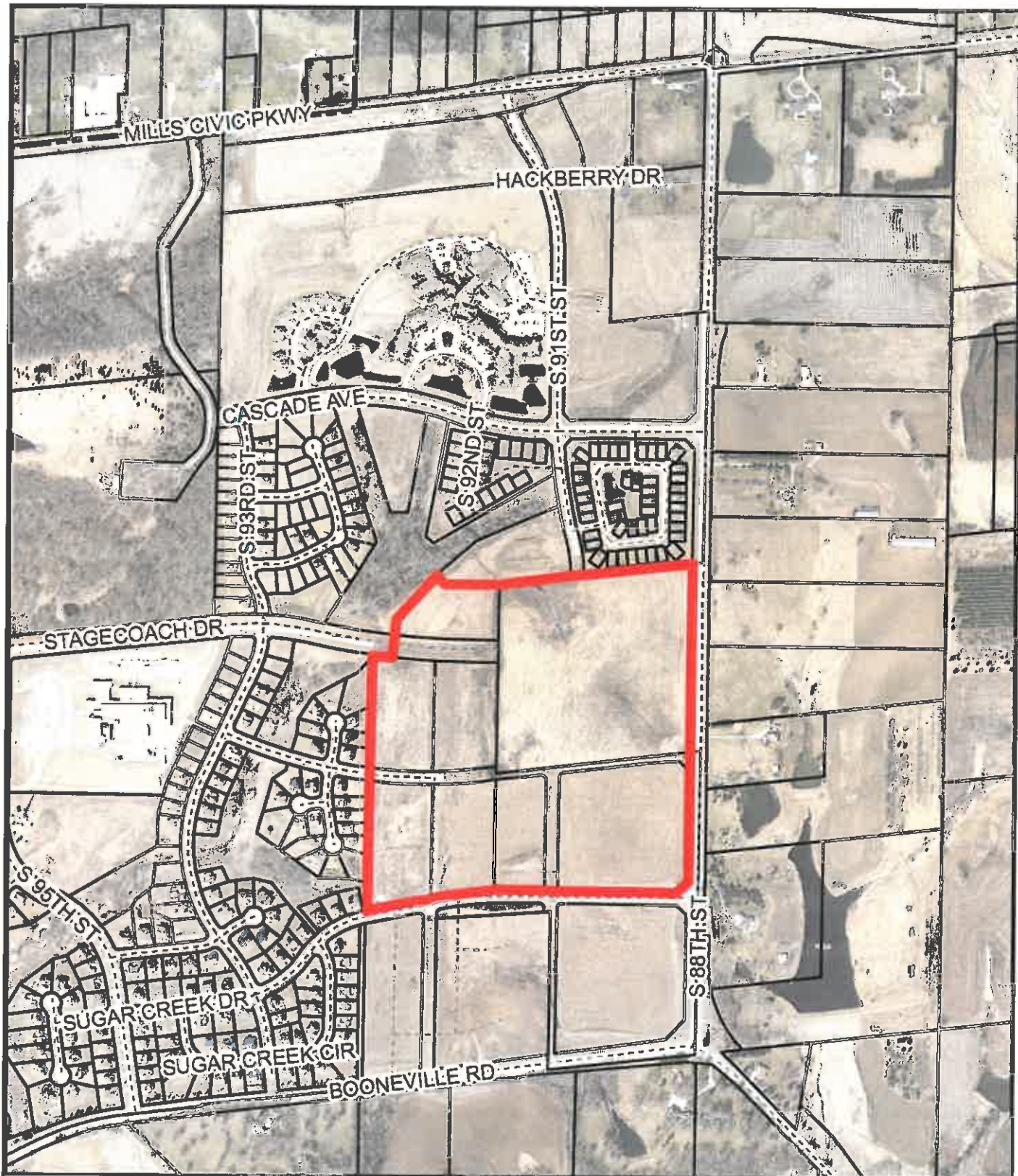
ABSENT: Southworth

ATTEST:

  
 Recording Secretary

**EXHIBIT A  
CONDITIONS OF APPROVAL**

1. The applicant install and maintain all necessary soil erosion measures;
2. Before any Building Permits can be issued for buildings within Mill Ridge Townhomes Plat 1, the Final Plat must be approved and recorded;
3. The Applicant will need to provide and maintain two separate access points to a building before construction can begin. Provisions will need to be made to maintain two access points to a building during paving of any interior streets or exterior streets adjacent to the development. In addition, prior to issuance of any occupancy permits, there must be at least one paved access to the building;
4. Before any construction on a structure that is of combustible nature can occur, the Applicant must assure that an approved water supply as defined in the City of West Des Moines Fire Code is in place.



### Mill Ridge



NOT TO SCALE



REFER TO SEPARATE PUBLIC IMPROVEMENT PLANS FOR PUBLIC SANITARY SEWER, PUBLIC STORM SEWER, PUBLIC WATER MAIN AND PUBLIC STREET INFORMATION.

NOTE: EXTERIOR PUBLIC VIEW SIDE ELEVATIONS OF THE DETACHED TOWNHOMES TO BE REVIEWED AT BUILDING PERMIT SUBMITTAL.

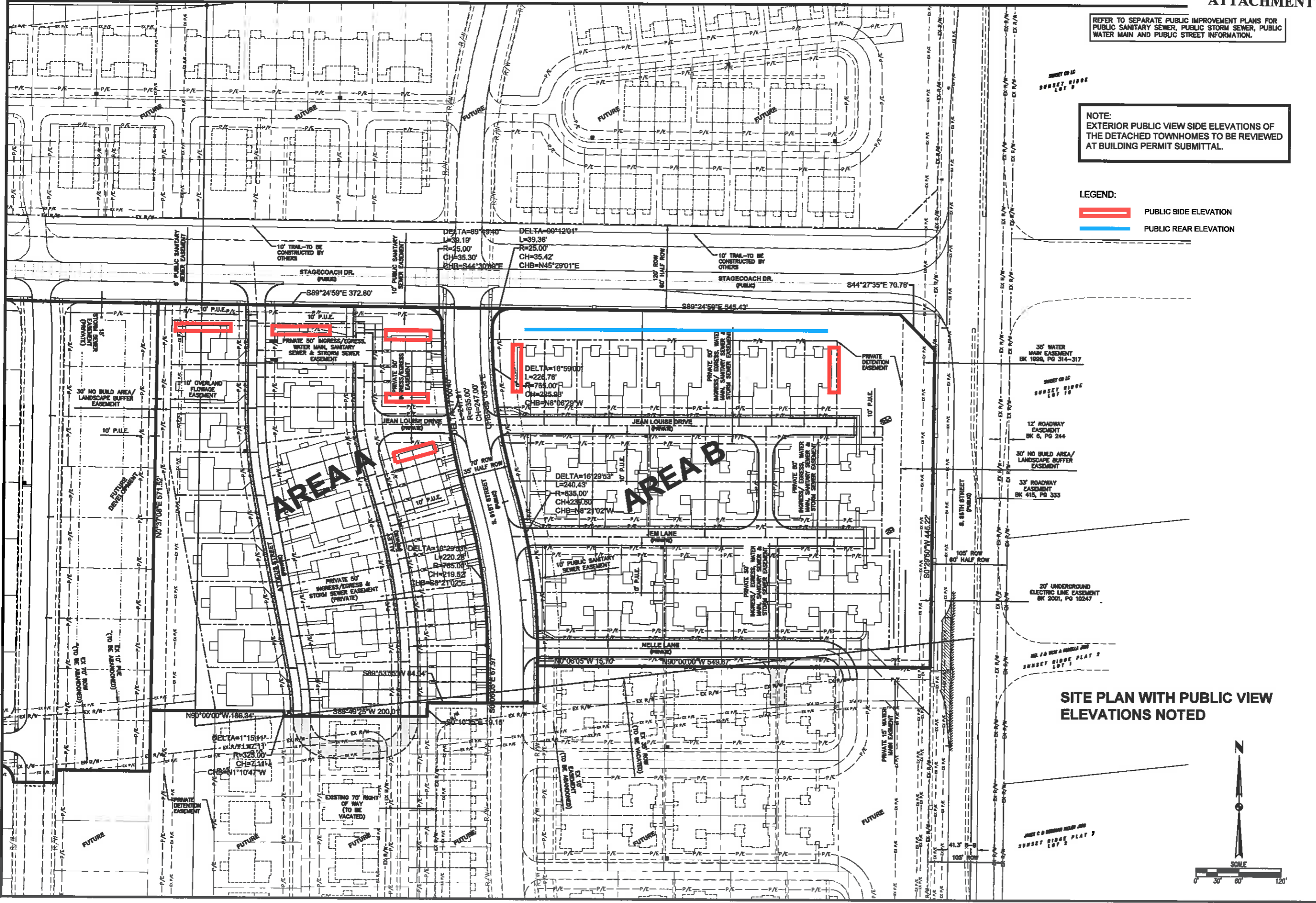
LEGEND:  
PUBLIC SIDE ELEVATION  
PUBLIC REAR ELEVATION

REVISIONS	DATE
SITE PLAN SUBMITTAL #3	02/20/16
SITE PLAN SUBMITTAL #2	02/03/16
SITE PLAN SUBMITTAL #1	12/09/15

3405 S.E. CROSSROADS DRIVE, SUITE G  
 PHONE: (515) 369-4400 FAX: (515) 369-4410  
 ENGINEER: TECH:



MILL RIDGE TOWNHOMES - PHASE 1  
 SITE LAYOUT AND EASEMENT INFORMATION  
 WEST DES MOINES, IOWA



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RICHMOND

VICTOR

ELEVATION C  
SCALE: 3/32" = 12"



RICHMOND

RICHMOND

ELEVATION B  
SCALE: 3/32" = 12"



VICTOR

VICTOR

ELEVATION D  
SCALE: 3/32" = 12"

PINWHEEL MILL RIDGE WESTDESMOINES, IA



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**VICTOR  
UNIT D**

**BENNETT  
UNIT A**

HUBBELL HOMES  
CROSSHAVEN TOWNHOMES, JOHNSTON



**BENNETT  
UNIT A**

**BENNETT  
UNIT B**

HUBBELL HOMES  
CROSSHAVEN TOWNHOMES, JOHNSTON



**VICTOR  
UNIT C**

**VICTOR  
UNIT D**

HUBBELL HOMES  
CROSSHAVEN TOWNHOMES, JOHNSTON

PINWHEEL MILL RIDGE WESTDESMOINES, IA



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RICHMOND

VICTOR

ELEVATION C  
SCALE: 3/32" = 12"



BENNETT

BENNETT

ELEVATION D  
SCALE: 3/32" = 12"



RICHMOND

RICHMOND

ELEVATION B  
SCALE: 3/32" = 12"

PINWHEEL MILL RIDGE WESTDESMOINES, IA

Revision Schedule		
Revision Date	Revision Description	Revision Number



**1 FRONT ELEVATION**  
SCALE: 1/4" = 1'-0"



**4 STANDARD VIEW - LEFT ELEVATION**  
SCALE: 1/8" = 1'-0"



**2 REAR ELEVATION**  
SCALE: 1/8" = 1'-0"



**3 PUBLIC STREET VIEW - RIGHT ELEVATION**  
SCALE: 1/8" = 1'-0"

Client: \_\_\_\_\_ Date: \_\_\_\_\_

1/317 Prints NOT TO SCALE

Drawn By: \_\_\_\_\_

Mill Ridge  
West Des Moines IA

SHEET DESCRIPTION  
Rockwell 3 Plex  
Elevations

A3.0

DATE: 4/12/2016 12:09:56 PM

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 Hubbell Homes - Mill Ridge - West Des Moines, IA  
 4/12/2016 12:09:56 PM



Revision Schedule		
Revision Date	Revision Description	Revision Number



NOTE: SEE CUSTOM ENTRY DOOR COLOR SELECTION

**1 FRONT ELEVATION**  
SCALE: 1/4" = 1'-0"



**2 STANDARD VIEW - RIGHT ELEVATION**  
SCALE: 1/8" = 1'-0"



**3 REAR ELEVATION**  
SCALE: 1/8" = 1'-0"



**4 PUBLIC STREET VIEW - LEFT ELEVATION**  
SCALE: 1/8" = 1'-0"

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Revision Schedule		
Revision Date	Revision Description	Revision Number



Client: \_\_\_\_\_ Date: \_\_\_\_\_

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Drawn By: \_\_\_\_\_

Mill Ridge  
West Des Moines IA

SHEET DESCRIPTION  
RANDALIA 3 PLEX  
Exterior Elevations

A3.1

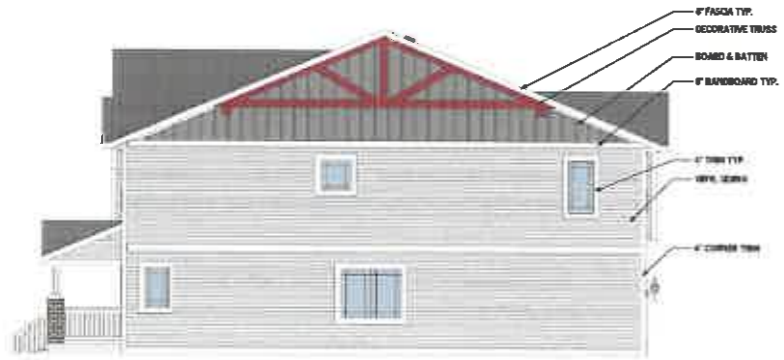
DATE: 4/12/2016 12:03:08 PM



2 PUBLIC STREET SIDE VIEW - FRONT ELEVATION  
1/4" = 1'-0"

- 8" FASCIA TYP.
- DECORATIVE TRUSS
- VINYL SIDING
- 6" TRIM TYP.
- 6" CORNER TRIM

NOTE: SEE CUSTOM ENTRY DOOR COLOR SELECTION



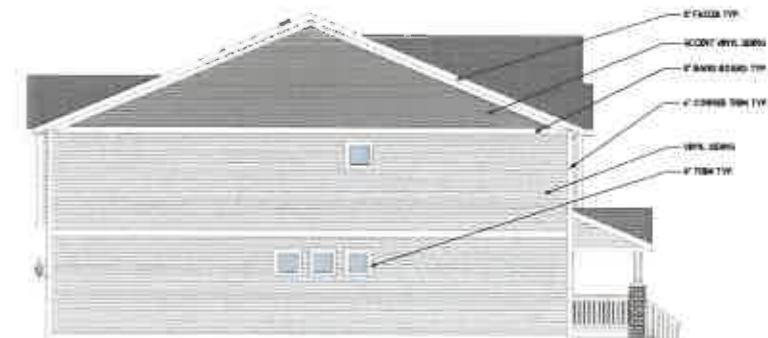
2 PUBLIC STREET VIEW - RIGHT ELEVATION  
1/8" = 1'-0"

- 8" FASCIA TYP.
- DECORATIVE TRUSS
- BOARD & BATTEN
- 6" BAYBOARD TYP.
- 6" TRIM TYP.
- VINYL SIDING
- 6" CORNER TRIM



3 REAR ELEVATION  
1/8" = 1'-0"

- 8" FASCIA TYP.
- BOARD & BATTEN
- 6" TRIM TYP.
- TEXT. BRICK
- 6" BAYBOARD TYP.
- 6" BAYBOARD TYP.
- 6" CORNER TRIM TYP.
- 6" CORNER TRIM TYP.
- 6" CORNER TRIM



1 STANDARD VIEW - LEFT ELEVATION  
1/8" = 1'-0"

- 8" FASCIA TYP.
- 6" TRIM TYP.
- 6" CORNER TRIM TYP.
- VINYL SIDING
- 6" TRIM TYP.



Randalia 4Plex MILL RIDGE WestDesMoines, IA

Revision Schedule		
Revision Date	Revision Description	Revision Number



1 FRONT ELEVATION  
1/4" = 1'-0"

NOTE: SEE CUSTOM ENTRY DOOR COLOR SELECTION



2 PUBLIC VIEW - LEFT ELEVATION  
1/8" = 1'-0"



3 REAR ELEVATION  
1/8" = 1'-0"



4 STANDARD VIEW - RIGHT ELEVATION  
1/8" = 1'-0"

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MILL RIDGE  
WESTDESMOINES, IA

Forrester Duplex  
Drawn By:

NOT FOR CONSTRUCTION

Revision Schedule	
Revision Number	Revision Description



① FRONT ELEVATION  
1/8" = 1'-0"



⑤ REAR ELEVATION - Standard Elevation  
1/16" = 1'-0"



② REAR ELEVATION - Stagecoach Elevation  
1/16" = 1'-0"



④ RIGHT ELEVATION - STREET VIEW  
1/16" = 1'-0"



③ LEFT ELEVATION - STANDARD VIEW  
1/16" = 1'-0"



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MILL RIDGE  
WESTDESMOINES, IA

Forrester Duplex

Drawn By:

**NOT FOR CONSTRUCTION**



① FRONT ELEVATION  
1/8" = 1'-0"



⑤ REAR ELEVATION - Standard Elevation  
1/16" = 1'-0"



② REAR ELEVATION - Stagecoach Elevation  
1/16" = 1'-0"



④ RIGHT ELEVATION - STREET VIEW  
1/16" = 1'-0"



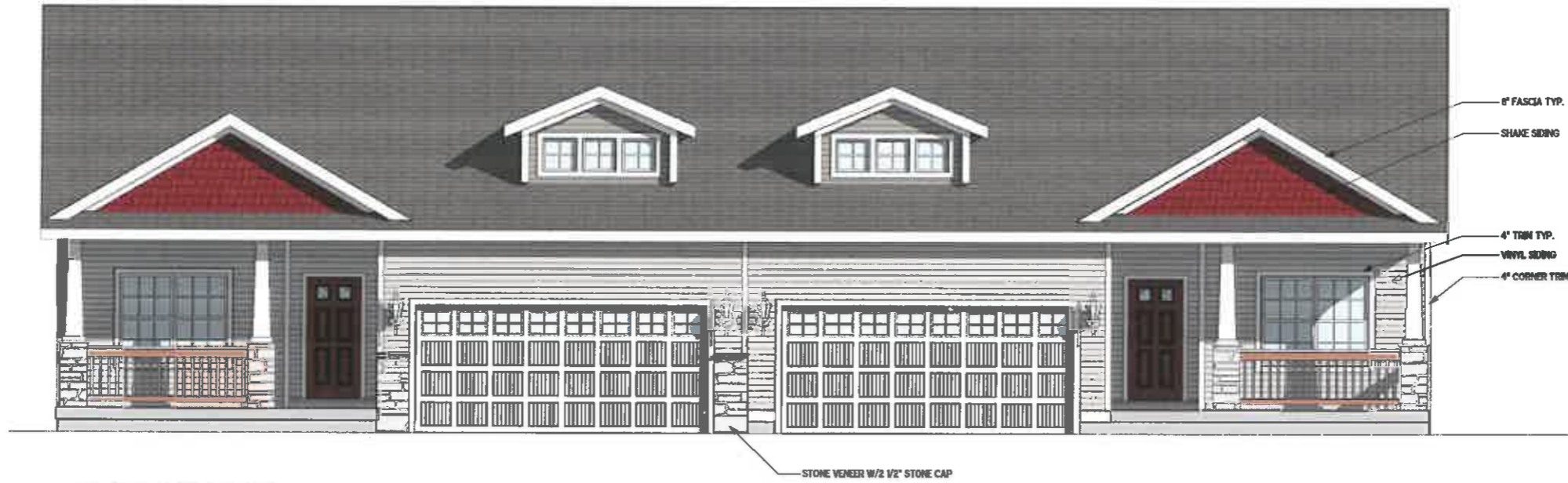
③ LEFT ELEVATION - STANDARD VIEW  
1/16" = 1'-0"

Revision Number	Revision Date	Revision Description

**A3.0**

Front & Back Elevations

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① Front Elevation  
1/8" = 1'-0"



⑤ Rear Elevation - Standard Elevation  
1/16" = 1'-0"



③ Rear Elevation - Stagecoach Elevation  
1/16" = 1'-0"



② Standard - Right Elevation  
1/16" = 1'-0"



④ Street - Left Elevation  
1/16" = 1'-0"



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West Des Moines IA, 50266

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MILL RIDGE  
WESTDESMOINES, IA

CEDAR DUPLEX

Drawn By:

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Revision Schedule	
Revision Number	Revision Description

A3.0a

Front & Back Elevations

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Issue Date: 4/12/2016 2:31:48 PM



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WESTDESMOINES IA

Cayman Duplex  
Drawn By:

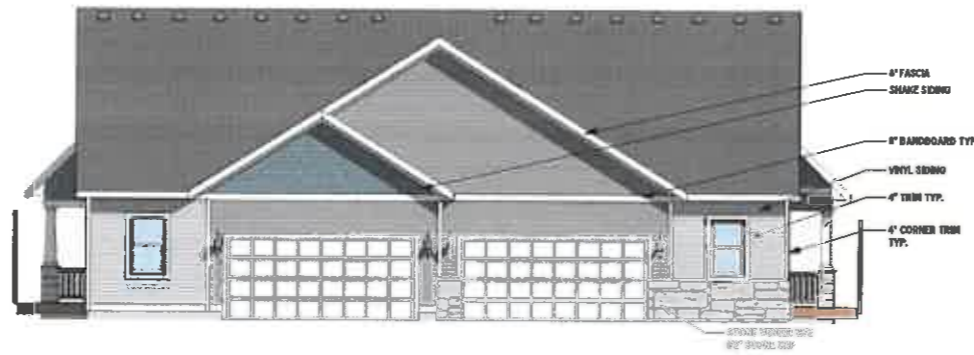
**NOT FOR CONSTRUCTION**



① FRONT ELEVATION  
1/8" = 1'-0"



③ PUBLIC STREET VIEW - RIGHT ELEVATION  
1" = 20'-0"



④ REAR ELEVATION  
1/16" = 1'-0"



② STANDARD VIEW - LEFT ELEVATION  
1" = 20'-0"

Revision Schedule	
Revision Number	Revision Description

A3.0

Front Elevation

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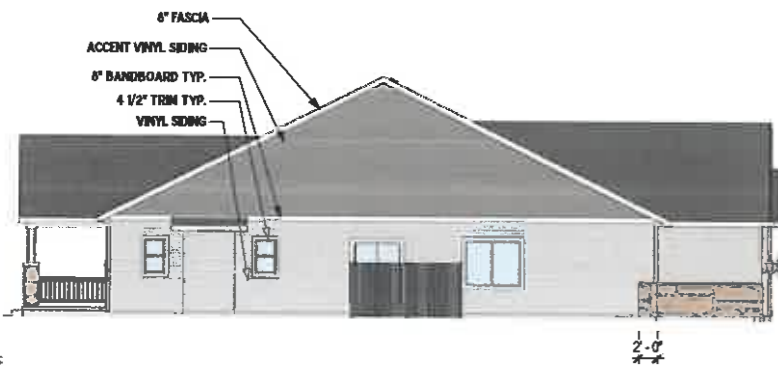
MILL RIDGE  
WESTDESMOINES IA

Bristow Duplex  
Drawn By:

**NOT FOR CONSTRUCTION**



① FRONT ELEVATION  
1/8" = 1'-0"



② STANDARD VIEW - RIGHT ELEVATION  
1" = 20'-0"



③ REAR ELEVATION  
3/32" = 1'-0"



④ PUBLIC STREET VIEW - LEFT ELEVATION  
1" = 20'-0"

Revision Number	Revision Date	Revision Description

**A3.0**

Front Elevation

F:\Hubbell Homes\Developments - Builder Packets\West Des Moines\Woodland Hills # WDM - Michael's Landing\Engineering and city files\Elevations proposed\city\Melrose\Archive\65133 NE 8th Court (Melrose) - Woodland Hills WDM City Approval.rvt



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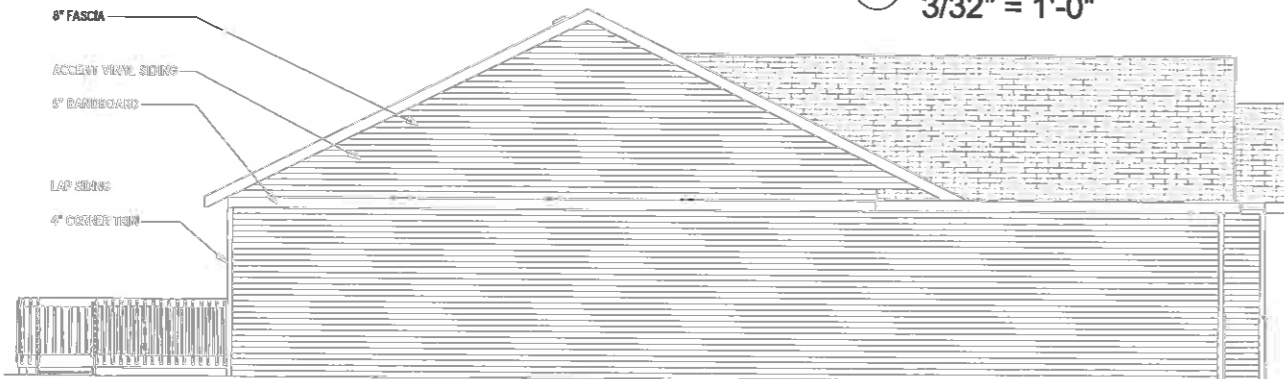
MELROSE ELEVATION - MILL RIDGE - WSDM



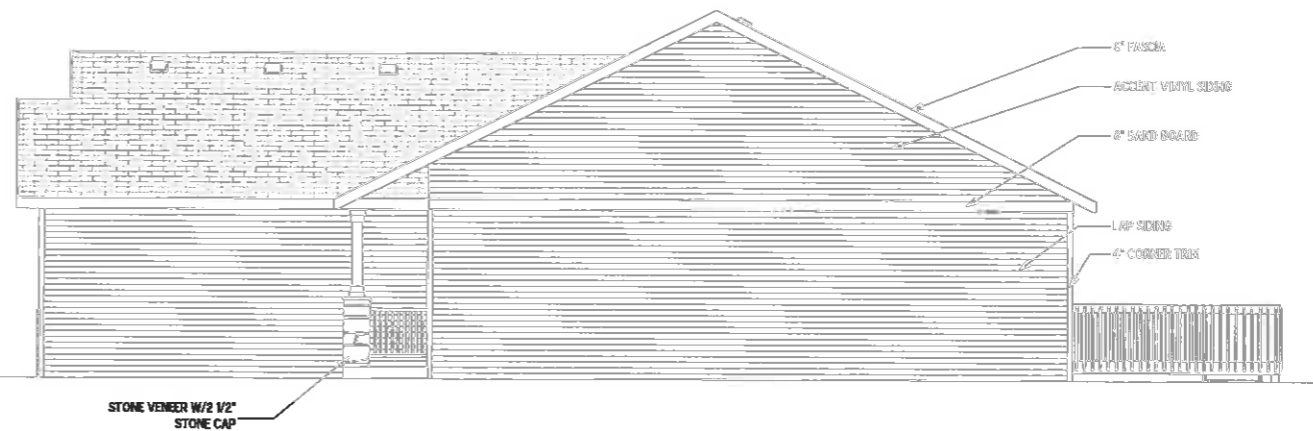
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① Rear Elevation  
3/32" = 1'-0"



② Left - Elevation  
3/32" = 1'-0"



③ Right Elevation  
3/32" = 1'-0"

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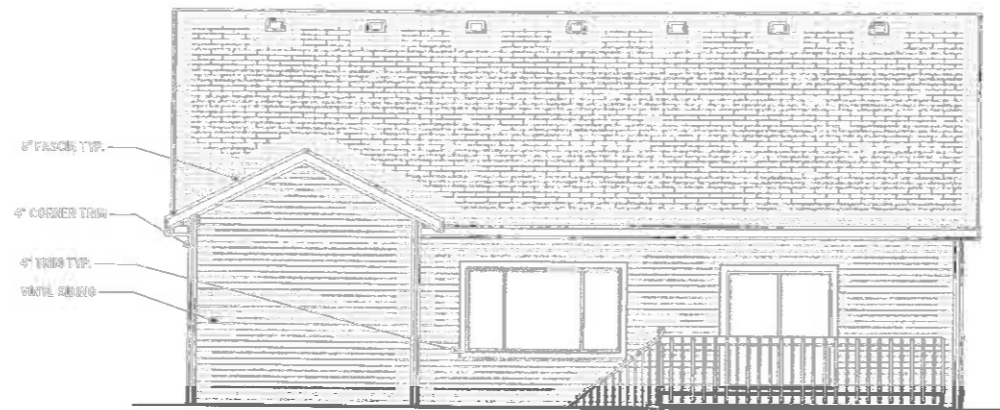
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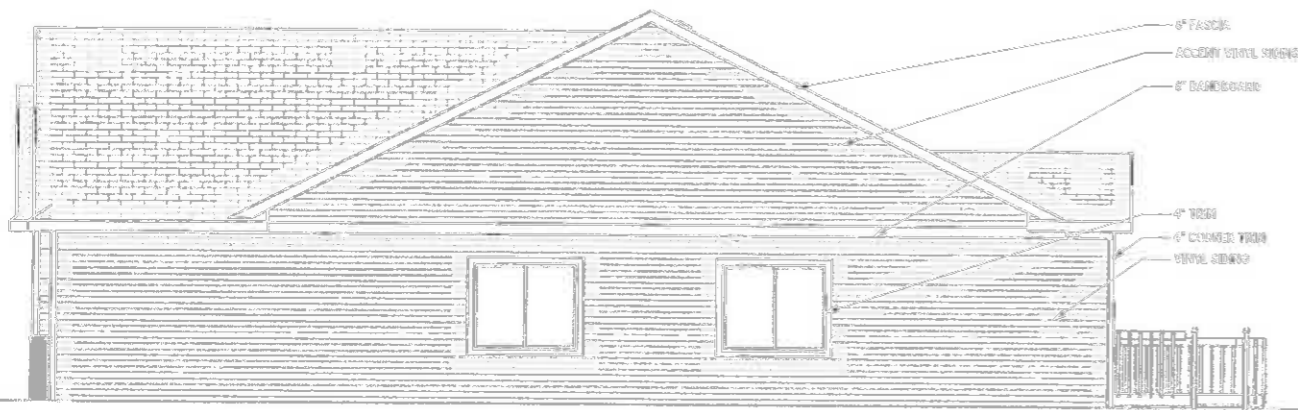
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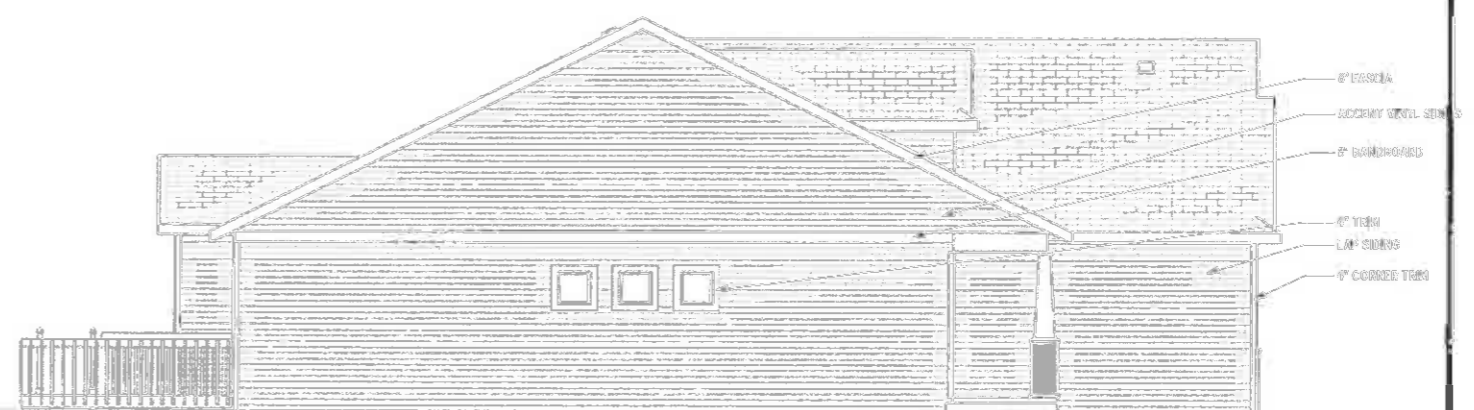
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③ **Rear Elevation**  
 3/32" = 1'-0"



② **Right Elevation**  
 3/32" = 1'-0"



① **Left Elevation**  
 3/32" = 1'-0"

Client: \_\_\_\_\_ Date: \_\_\_\_\_  
 Issue Date: 2/23/2016 2:56:45 PM

**GRAHAM ELEVATION - MILL RIDGE - WSDM**

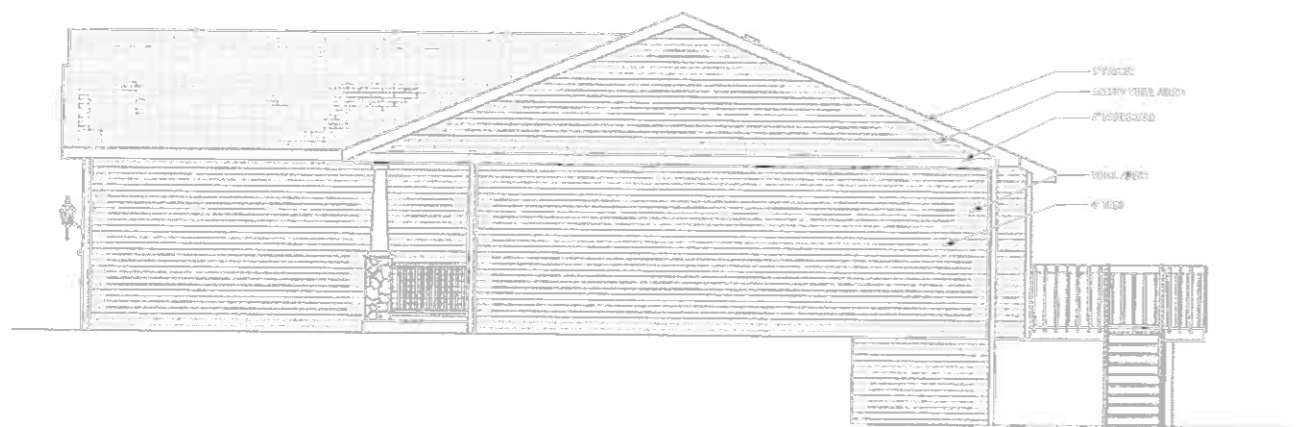
**FRASER ELEVATION - MILL RIDGE - WSDM**



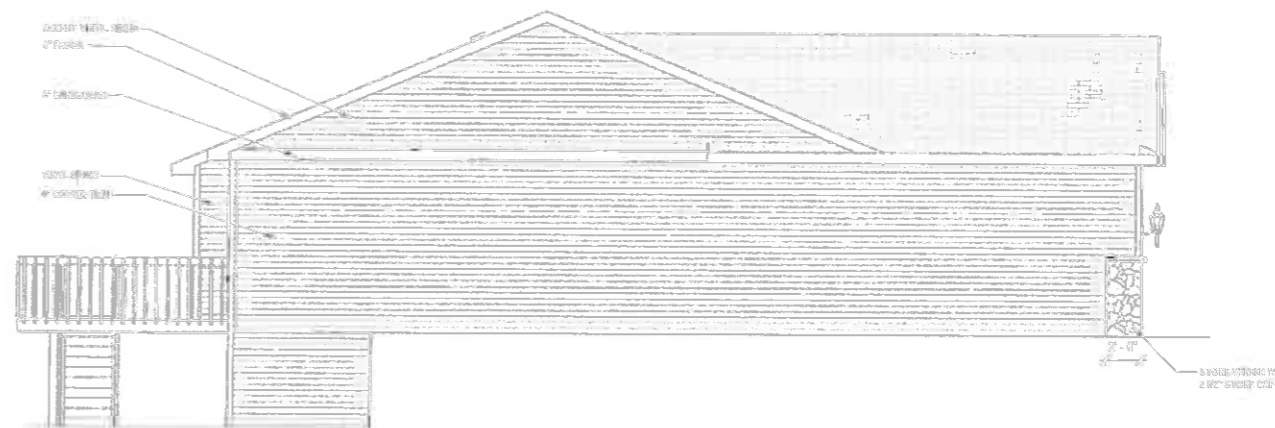
④ **Front Elevation B**  
3/16" = 1'-0"



① **Rear Elevation**  
3/32" = 1'-0"



③ **Right Elevation**  
3/32" = 1'-0"



② **Left Elevation**  
3/32" = 1'-0"

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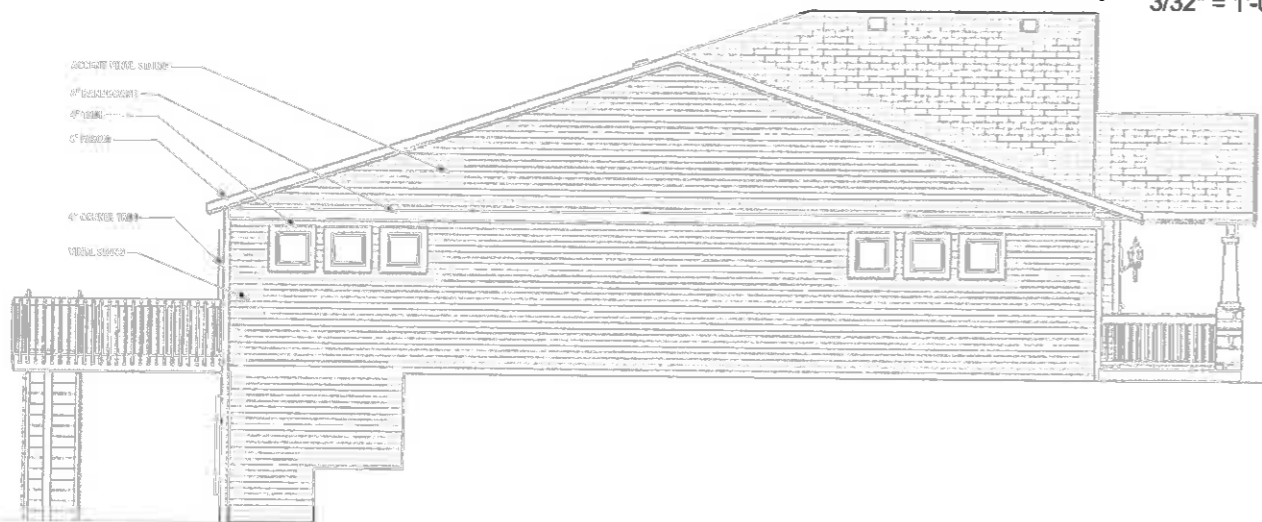
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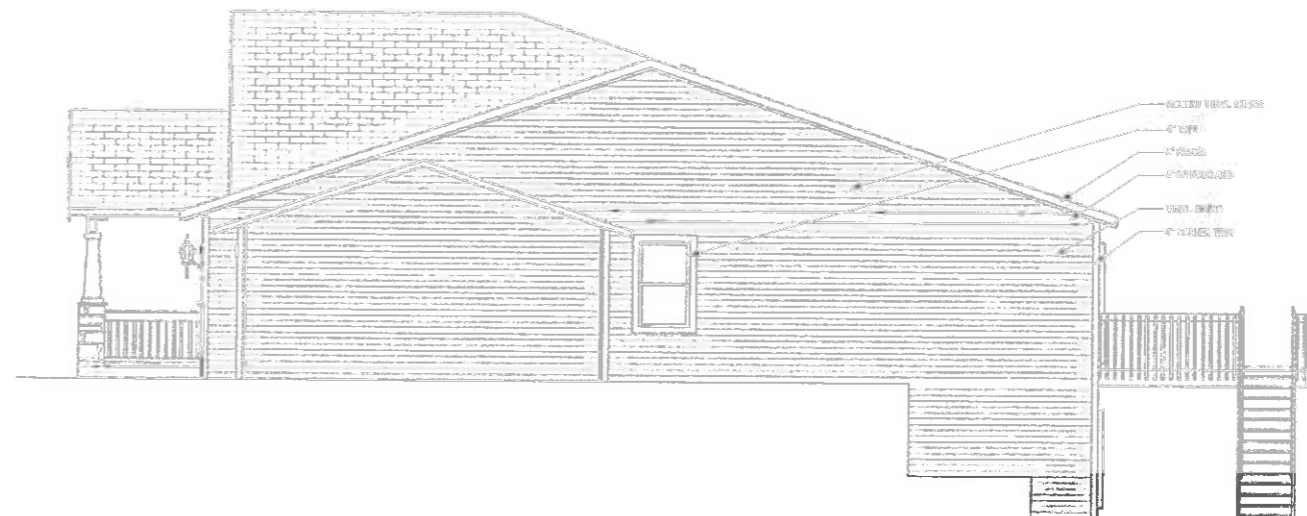
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① Rear Elevation  
3/32" = 1'-0"



② Left Elevation  
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③ Right Elevation  
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**DOUGLAS ELEVATION - MILL RIDGE - WSDM**

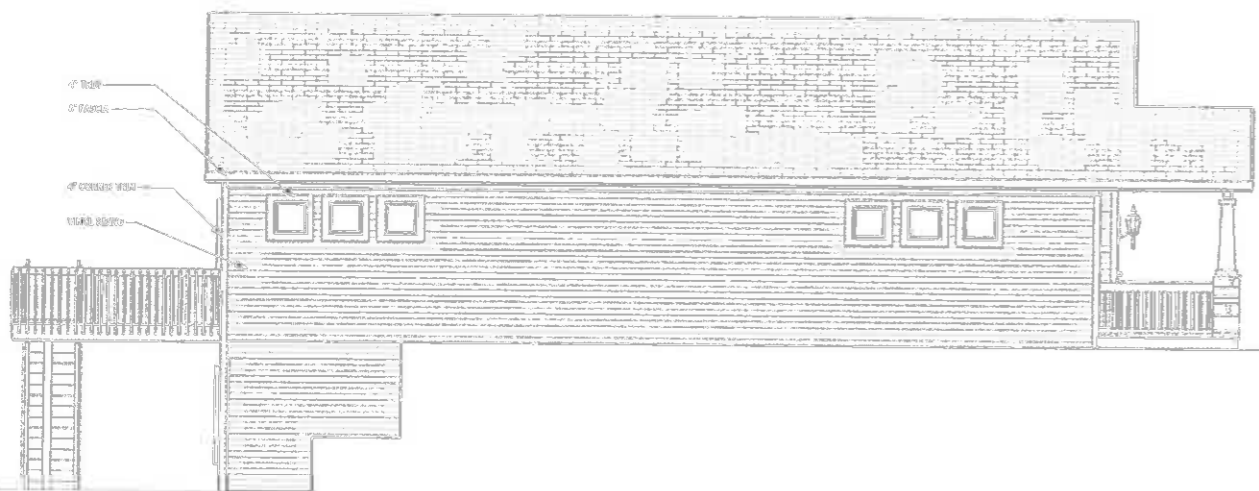
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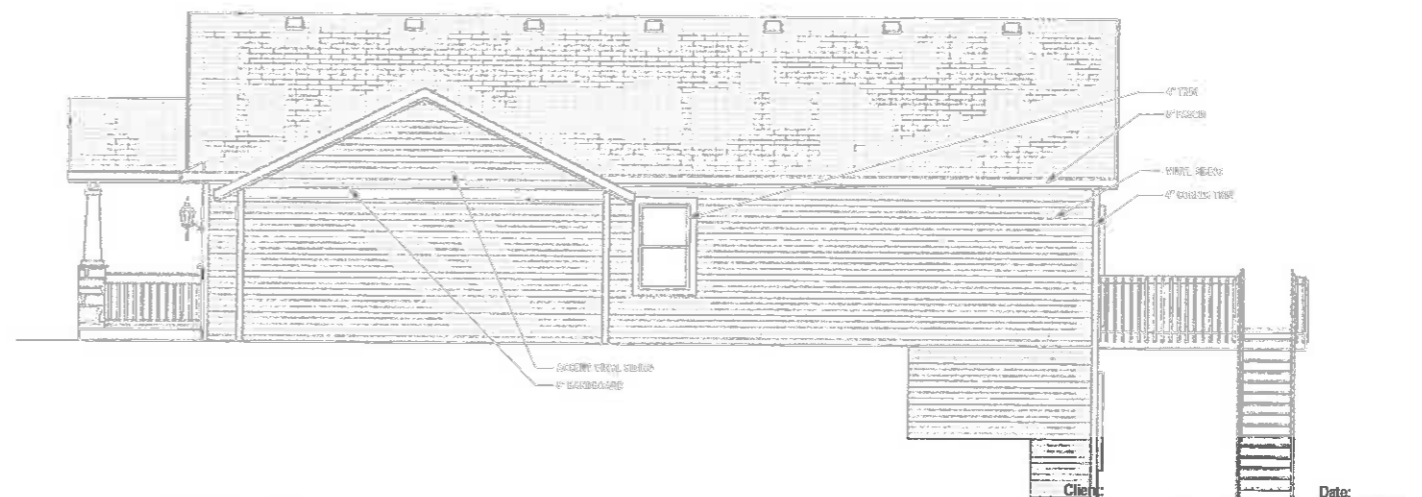
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① **Rear Elevation**  
3/32" = 1'-0"



② **Left Elevation**  
3/32" = 1'-0"

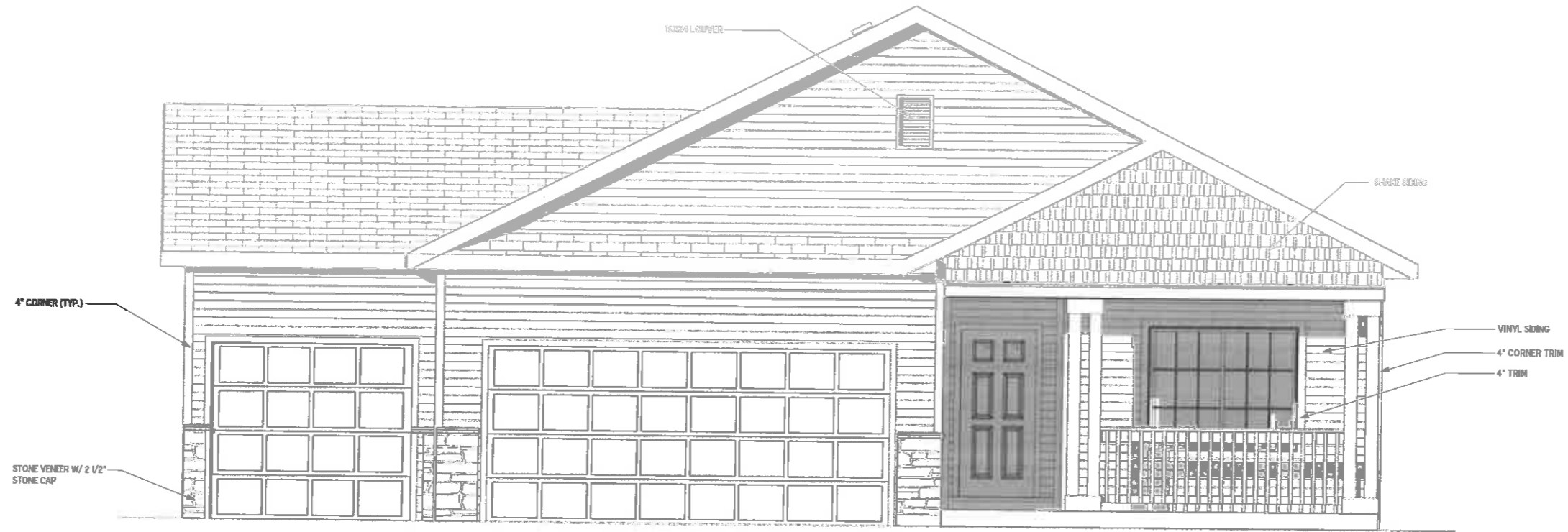


③ **Right Elevation**  
3/32" = 1'-0"

**DOUGLAS ELEVATION - MILL RIDGE - WSDM**

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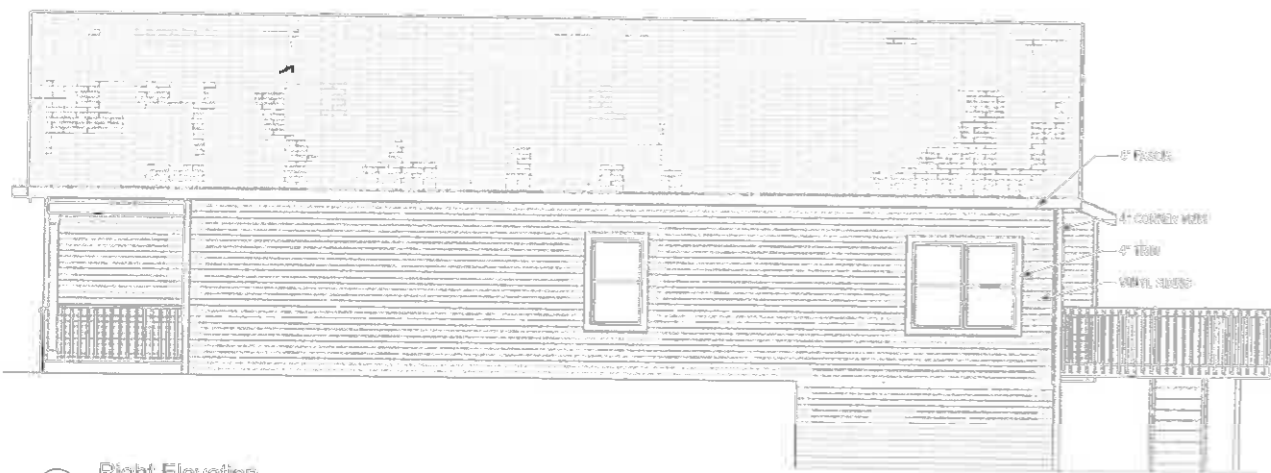
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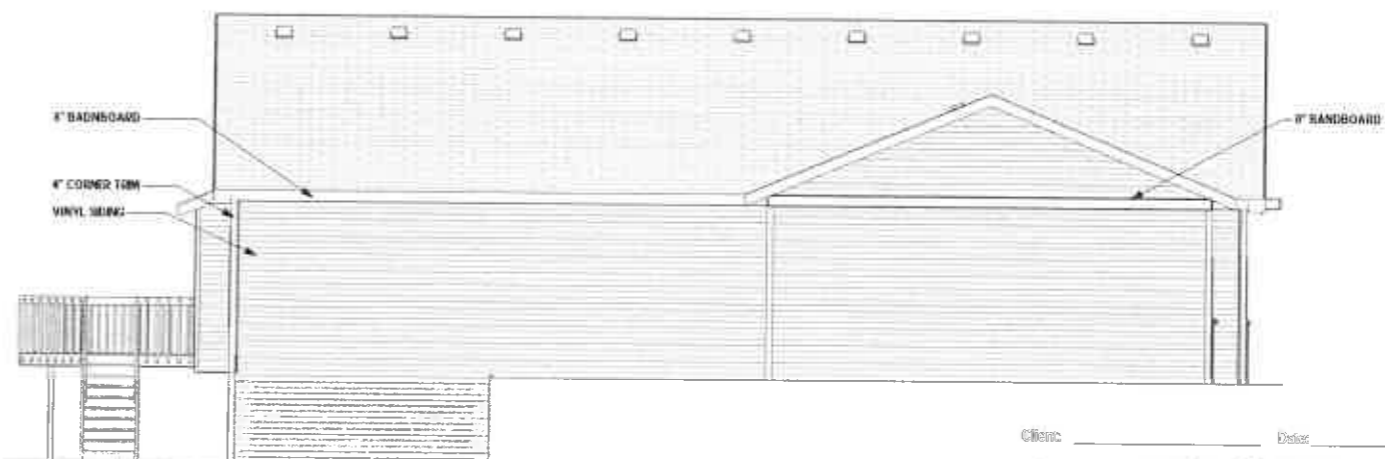
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3/16" = 1'-0"



② **Rear Elevation**  
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① **Right Elevation**  
3/32" = 1'-0"



③ **Left Elevation**  
3/32" = 1'-0"

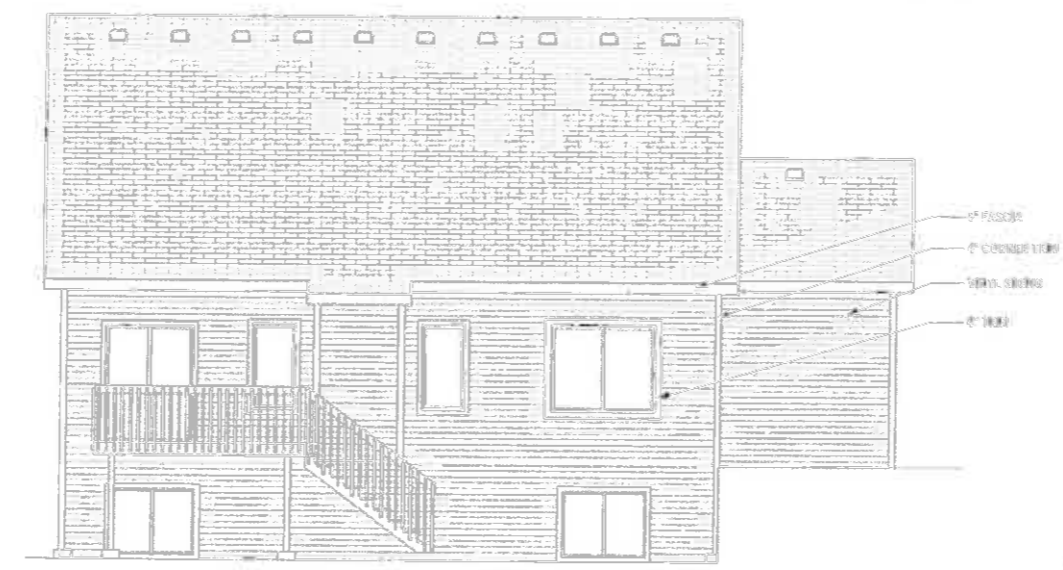


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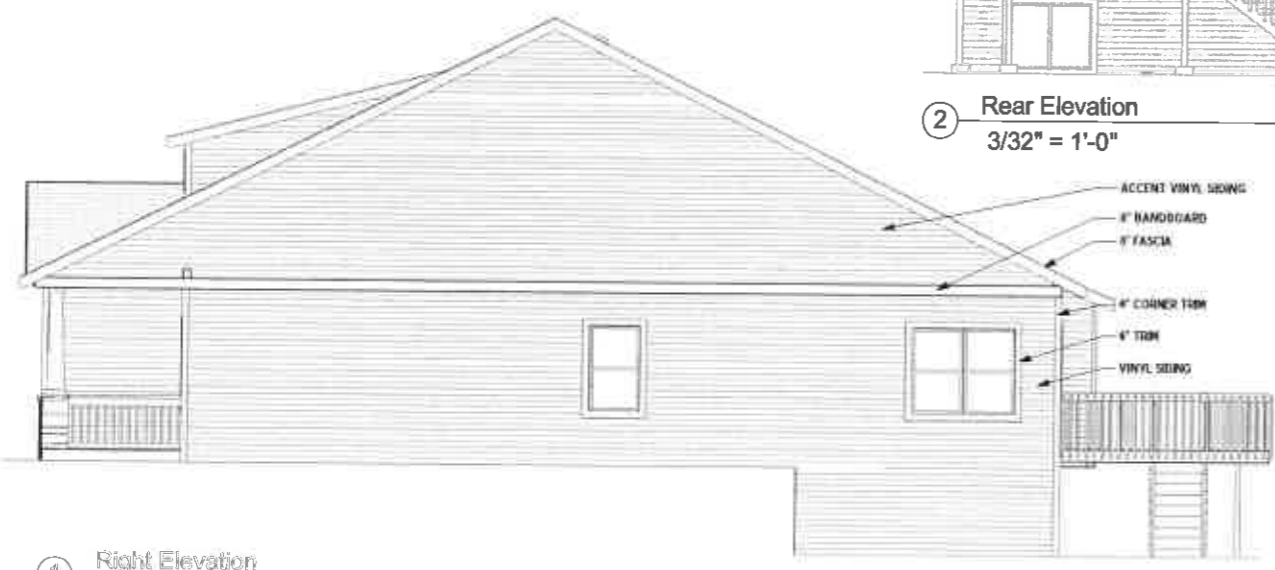
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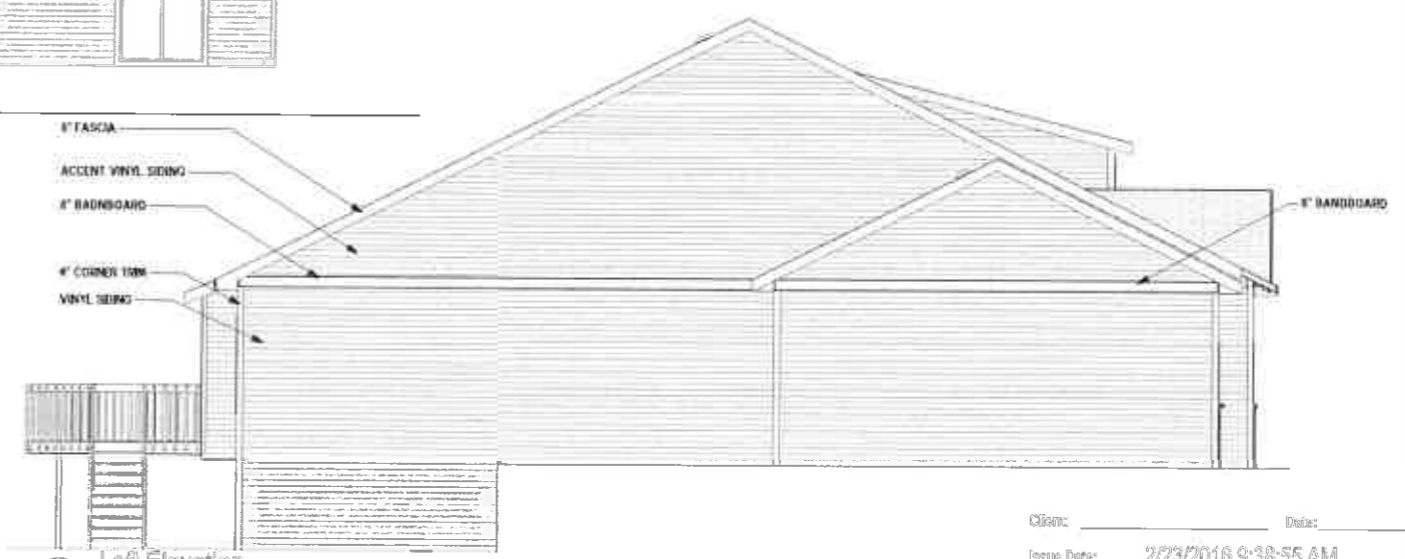
④ **Front Elevation A**  
3/16" = 1'-0"



② **Rear Elevation**  
3/32" = 1'-0"



① **Right Elevation**  
3/32" = 1'-0"



③ **Left Elevation**  
3/32" = 1'-0"

**CEDAR ELEVATION - MILL RIDGE - WSDM**

# Basswood Package



Roof : Driftwood (ref 1)

Roof Edge : White

Soffit and Fascia : White (ref 9)

Shakes : Option A – Natural Slate (ref 2)

Option B – Silver Grey (ref 4)

Board and Batten : Option A – Linen (ref 3)

Option B – Silver Grey (ref 4)

Siding : Harbor Grey (ref 5)

Corner Board : White (ref 9)

Exterior Trim : White (ref 9)

Vent Access : White (ref 9)

Gutters : Lo Gloss White (ref 9)

Shutter Style & Color : 117 Bright White (ref 6)

Windows : White (ref 9)

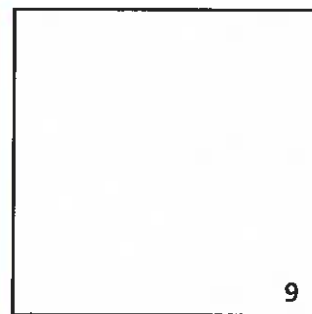
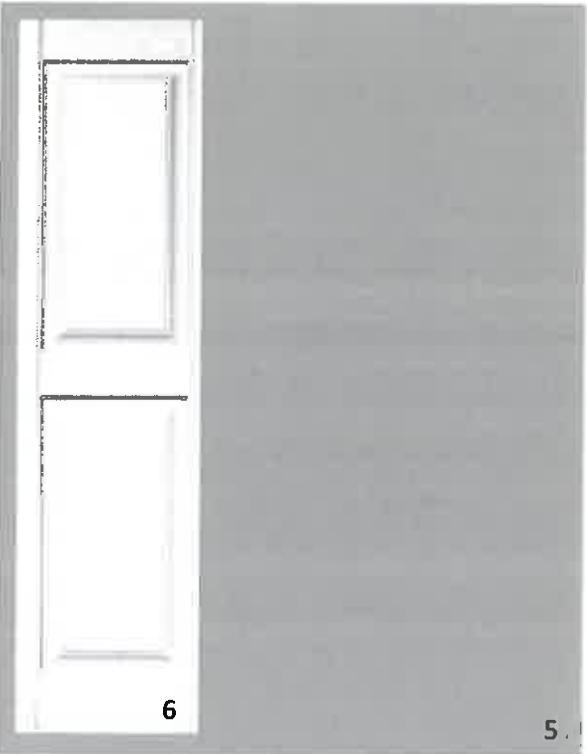
Front Door : 6356 Copper Mountain (ref 8)

Garage Door : White (ref 9)

Stone : Tulsa Hackett (ref 7)

Columns : 7006 Extra White (ref 9)

Porch Rail : 7006 Extra White (ref 9)



# Aspen Package



Roof : Weathered Wood (ref 1)

Roof Edge : Terratone

Soffit and Fascia : 7051 Analytical Gray (ref 4)

Shakes : Option A – Misty Shadow (ref 2)

Option B – Rugged Canyon (ref 3)

Board and Batten : Option A – Misty Shadow (ref 2)

Option B – Rugged Canyon (ref 3)

Siding : Wicker (ref 4)

Corner Board : White (ref 4)

Exterior Trim : White (ref 8)

Vent Access : White (ref 8)

Gutters : Linen (ref 8)

Shutter Style & Color : 117 White (ref 5)

Windows : White (ref 8)

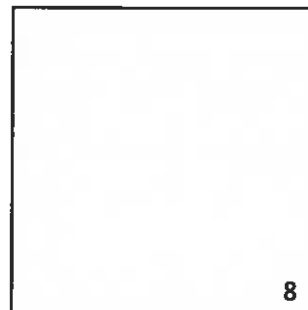
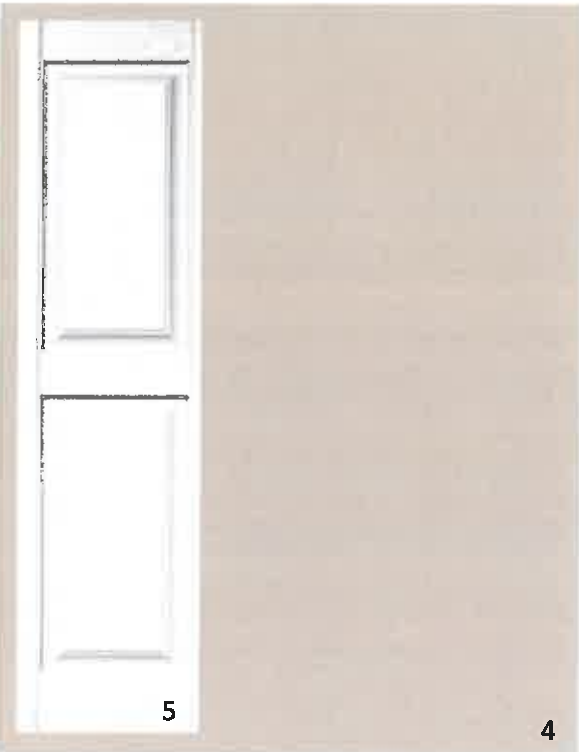
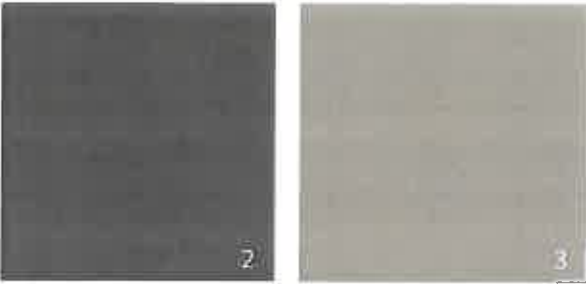
Front Door : 6174 Andiron (ref 7)

Garage Door : White (ref 8)

Stone : Plain Rubble (ref 6)

Columns : 7006 Extra White (ref 8)

Porch Rail : 7006 Extra White (ref 8)



# Nutmeg Package



Roof : Weathered Wood (ref 1)

Roof Edge : Terratone

Soffit and Fascia : White (ref 8)

Shakes : Option A – Linen (ref 2)

Option B – Montana Suede (ref 3)

Board and Batten : Option A – Linen (ref 2)

Option B – Montana Suede (ref 3)

Siding : Wicker (ref 4)

Corner Board : White (ref 8)

Exterior Trim : White (ref 8)

Vent Access : White (ref 8)

Gutters : Linen (ref 8)

Shutter Style & Color : 38 Red (ref 5)

Windows : White (ref 8)

Front Door : 7593 Rustic Red (ref 7)

Garage Door : White (ref 8)

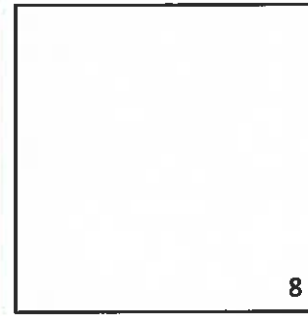
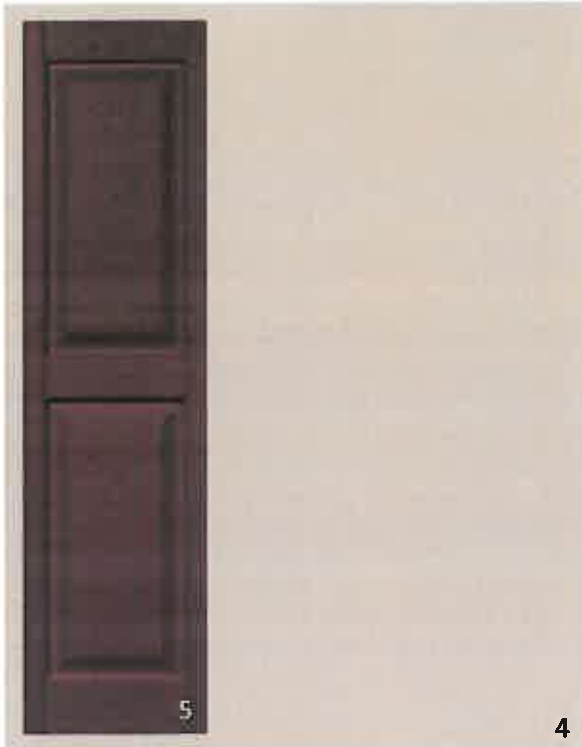
Stone : Pennsylvania Ledge (ref 6)

Columns : 7006 Extra White (ref 8)

Porch Rail : 7006 Extra White (ref 8)



2



# Juniper Package



Roof : Driftwood (ref 1)

Roof Edge : White

Soffit and Fascia : White (ref 8)

Shakes : Option A – English Wedgewood (ref 2)

Option B – Deep Granite (ref 3)

Board and Batten : Option A – English Wedgewood (ref 2)

Option B – Deep Granite (ref 3)

Siding : Silver Grey (ref 4)

Corner Board : Silver Grey (ref 4)

Exterior Trim : White (ref 8)

Vent Access : White (ref 8)

Gutters : Lo Gloss White (ref 8)

Shutter Style & Color : 117 White (ref 5)

Windows : White (ref 8)

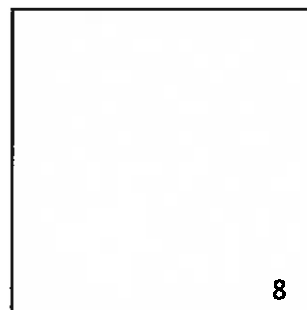
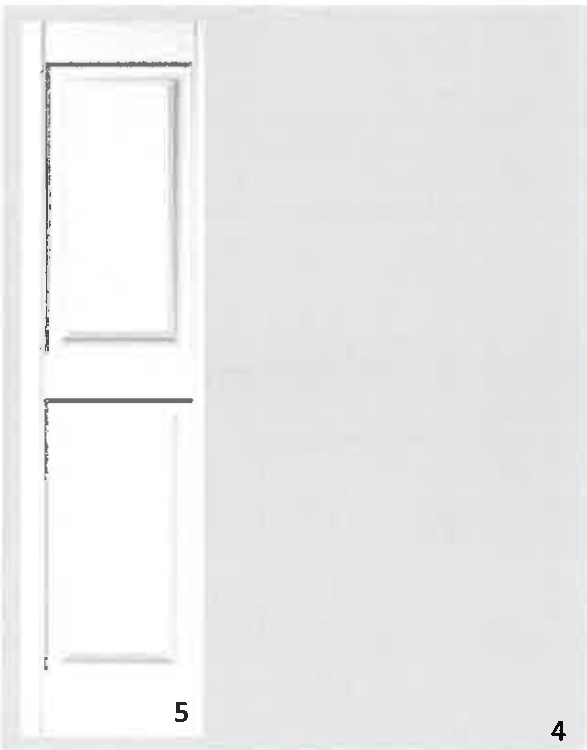
Front Door : 7593 Rustic Red (ref 7)

Garage Door : White (ref 8)

Stone : Gray-No Stain Rustic (ref 6)

Columns : 7006 Extra White (ref 8)

Porch Rail : 7006 Extra White (ref 8)



# Ironwood Package



Roof : Driftwood (ref 1)

Roof Edge : Terratone

Soffit and Fascia : White (ref 9)

Shakes : Option A – Newport Bay (ref 2)

Option B – Desert Sand (ref 4)

Board and Batten : Option A – Rugged Canyon (ref 3)

Option B – Desert Sand (ref 4)

Siding : Silver Gray (ref 5)

Corner Board : White (ref 9)

Exterior Trim : White (ref 9)

Vent Access : White (ref 9)

Gutters : Lo Gloss White (ref 9)

Shutter Style & Color : Peppercorn (ref 6)

Windows : White (ref 9)

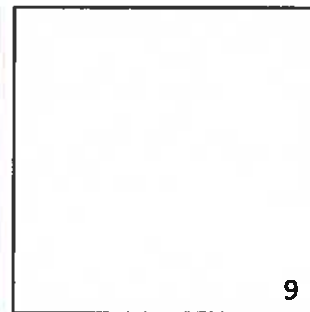
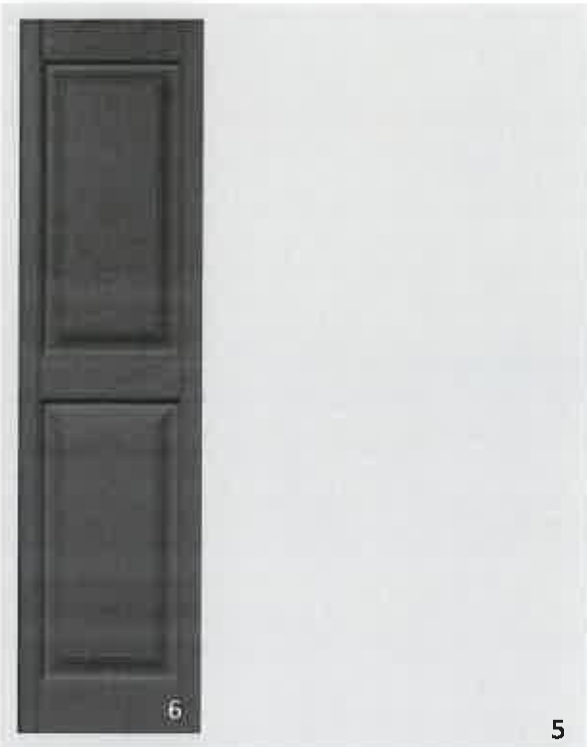
Front Door : 6235 Foggy Day (ref 8)

Garage Door : White (ref 9)

Stone : Appalachian Stacked (ref 7)

Columns : 7006 Extra White (ref 9)

Porch Rail : 7006 Extra White (ref 9)





# Hawthorn Package



Roof : Driftwood (ref 1)

Roof Edge : Terratone

Soffit and Fascia : Desert Sand (ref 4)

Shakes : Option A – Pebblestone Clay (ref 2)

Option B – Russet Red (ref 3)

Board and Batten : Option A – Pebblestone Clay (ref 2)

Option B – Russet Red (ref 3)

Siding : Desert Sand (ref 4)

Corner Board : Desert Sand (ref 4)

Exterior Trim : White (ref 8)

Vent Access : White (ref 8)

Gutters : Linen (ref 8)

Shutter Style & Color : 10 Musket Brown (ref 5)

Windows : White (ref 8)

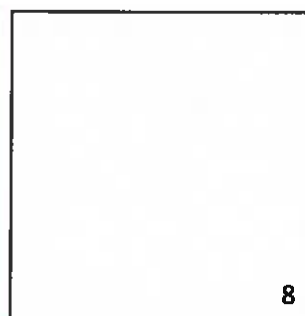
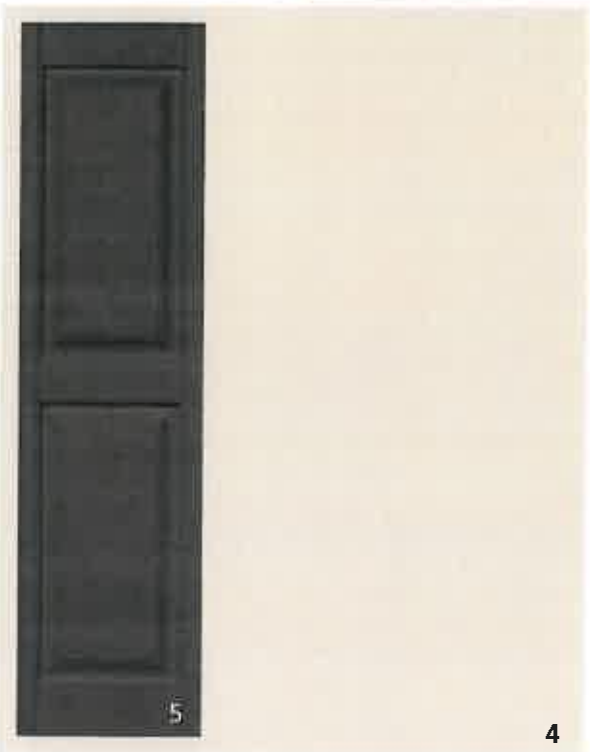
Front Door : 7593 Rustic Red (ref 7)

Garage Door : White (ref 8)

Stone : Plain Rubble (ref 6)

Columns : 7006 Extra White (ref 8)

Porch Rail : 7006 Extra White (ref 8)



Prepared by: J. B. Munford 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 MILL RIDGE SITE PLAN (SP-002936-2015) TO ALLOW THE  
CONSTRUCTION OF A 75 UNIT TOWNHOME DEVELOPMENT**

**WHEREAS**, pursuant to the provisions of Title 9, Chapter 1 et seq, of the West Des Moines Municipal Code, the applicant, Hubbell Realty Company, has requested approval of a Site Plan (SP-002936-2015) for approximately 65 acres generally located at the southwest corner of S. 88th Street and Stagecoach Drive, for the purpose of allowing the construction of a 75 unit townhome development;

**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 May 9, 2016, the Plan and Zoning Commission did recommend to the City Council approval of the Site Plan for Mill Ridge Townhomes (SP-002996-2016);

**WHEREAS**, on, May 16, 2016, this City Council held a duly-noticed meeting to consider the application for the Site Plan for Mill Ridge Townhomes (SP-002996-2016);

**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 May 16, 2016, or as amended orally at the City Council meeting of May 16, 2016, are adopted.

**SECTION 2.** Mill Ridge Townhomes Site Plan (SP-002996-2016) is approved, subject to compliance with all the conditions in the staff report, dated May 16, 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 May 16, 2016.

---

Steve Gaer  
Mayor

ATTEST:



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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 May 16, 2016, by the following vote:

ATTEST:

---

Ryan T. Jacobson  
City Clerk

## **EXHIBIT A**

### **EXHIBIT A CONDITIONS OF APPROVAL**

1. The applicant install and maintain all necessary soil erosion measures;
2. Before any Building Permits can be issued for buildings within Mill Ridge Townhomes Plat 1, the Final Plat must be approved and recorded;
3. The Applicant will need to provide and maintain two separate access points to a building before construction can begin. Provisions will need to be made to maintain two access points to a building during paving of any interior streets or exterior streets adjacent to the development. In addition, prior to issuance of any occupancy permits, there must be at least one paved access to the building;
4. Before any construction on a structure that is of combustible nature can occur, the Applicant must assure that an approved water supply as defined in the City of West Des Moines Fire Code is in place.

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

**ITEM:** Issuance of \$9,225,000 General Obligation Bonds (Series 2016A) – Receive and File Report of Bids and Award Sale **DATE:** May 16, 2016

**FINANCIAL IMPACT:** Ultimate debt service amounts (principal and interest) are undetermined, pending interest rate bids received on Monday, May 16, 2016. Interest is estimated to range from 1.00% to 2.48% with an approximate overall interest rate of 2.06%, with final maturity scheduled for June 1, 2026 (10 year bonds). Interest payments begin December 1, 2016 and continue semiannually thereafter. Interest will be computed on the basis of a 360-day year of twelve 30-day months. Bonds due after June 1, 2023, will be subject to call for prior redemption on said date or on any day thereafter upon terms of par plus accrued interest to date of call.

**BACKGROUND:** This action allows the sale of \$9,225,000 of General Obligation Bonds (Series 2016A), to partially defray the costs of constructing a number of CIP projects as contemplated in the City's capital budget. Staff has factored the cost of the proposed issuance compared to the total amount of funds available through the debt service levy, in order to maintain positive cash flow throughout the life of the bond issuance.

Council has previously conducted two public hearings on February 22, 2016, to institute proceedings. No public comments were received.

Competitive bids for the Bond Series 2016A and 2016B will be received the morning of May 16, 2016. Either staff or a representative of the City's financial advisory firm (Public Financial Management) will be present as this item is considered in order to report the results.

**OUTSTANDING ISSUES:** Pending approval of the recommendation, further actions will be requested at the next Council meeting in order to finalize the sale. Actions will include resolutions to authorize the issuance and appoint the Registrar and Paying Agent, as well as motions to approve the Tax Exemption and Continuing Disclosure Certificates.

**RECOMMENDATION:** Adopt motion receiving report of bids and resolution directing (awarding) sale of \$9,225,000 General Obligation Bonds (Series 2016A) to the successful bidder.

**Lead Staff Member:** Tim Stiles, Finance Director

**STAFF REVIEWS**

Department Director	
Appropriations/Finance	
Legal	
Agenda Acceptance	<i>RTJ</i>

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

Published In	Des Moines Register
Dates(s) Published	February 11, 2016

**SUBCOMMITTEE REVIEW** (if applicable)

Committee	Finance & Administration		
Date Reviewed	February 17, 2016		
Recommendation	<input checked="" type="radio"/> Yes	<input type="radio"/> No	<input type="radio"/> Split

Council Member \_\_\_\_\_ introduced the following Resolution entitled "RESOLUTION DIRECTING SALE OF \$9,225,000 (SUBJECT TO ADJUSTMENT PER TERMS OF OFFERING) GENERAL OBLIGATION BONDS, SERIES 2016A," and moved its adoption. Council Member \_\_\_\_\_ seconded the motion to adopt. The roll was called and the vote was,

AYES: \_\_\_\_\_

\_\_\_\_\_

NAYS: \_\_\_\_\_

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION DIRECTING SALE OF \$9,225,000 (SUBJECT TO ADJUSTMENT PER TERMS OF OFFERING) GENERAL OBLIGATION BONDS, SERIES 2016A

WHEREAS, bids have been received for the Bonds described as follows and the best bid received (with permitted adjustments, if any) is determined to be the following:

\$9,225,000 (SUBJECT TO ADJUSTMENT PER TERMS OF OFFERING) GENERAL OBLIGATION BONDS, SERIES 2016A

Bidder: \_\_\_\_\_ of \_\_\_\_\_

The terms of award:

Final Par Amount as adjusted: \$ \_\_\_\_\_

Purchase Price as adjusted: \$ \_\_\_\_\_

True Interest Rate: \_\_\_\_\_ %

Net Interest Cost: \$ \_\_\_\_\_

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

Section 1. That the bid for the Bonds as above set out is hereby determined to be the best and most favorable bid received and, the Bonds are hereby awarded as described above.

Section 2. That the statement of information for Bond bidders and the form of contract for the sale of the Bonds are hereby approved and the Mayor and Clerk are authorized to execute the same on behalf of the City.

Section 3. That the notice of the sale of the Bonds heretofore given and all acts of the Clerk done in furtherance of the sale of the Bonds are hereby ratified and approved.

PASSED AND APPROVED this 16<sup>th</sup> day of May, 2016.

---

Mayor

ATTEST:

---

City Clerk

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

**ITEM:** Issuance of \$15,815,000 General Obligation Urban Renewal Bonds **DATE:** May 16, 2016  
(Series 2016B) – Receive and File Report of Bids and Award Sale

**FINANCIAL IMPACT:** Ultimate debt service amounts (principal and interest) are undetermined, pending interest rate bids received on Monday, May 16, 2016. Interest is estimated to range from 1.00% to 3.29% with an approximate overall interest rate of 2.51%, with final maturity scheduled for June 1, 2031 (15 year bonds). Interest payments begin December 1, 2016 and continue semiannually thereafter. Interest will be computed on the basis of a 360-day year of twelve 30-day months. Bonds due after June 1, 2024, will be subject to call for prior redemption on said date or on any day thereafter upon terms of par plus accrued interest to date of call.

**BACKGROUND:** This action allows the sale of \$15,815,000 of General Obligation Bonds (Series 2016B), to partially defray the costs of constructing a number of CIP projects in the Mills Parkway Urban Renewal Area, including paving and widening (Phase 1) of S. 60<sup>th</sup> Street, paving and widening of S. 88<sup>th</sup> Street, and conveyance improvements in the Johnson Creek and Sugar Creek basins. Staff has factored the cost of the proposed issuance compared to the total amount of funds available through the debt service levy, in order to maintain positive cash flow in the Urban Renewal Area throughout the life of the bond issuance.

Council has previously conducted a public hearing on May 2, 2016, to institute proceedings. No public comments were received.

Competitive bids for the Bond Series 2016A and 2016B will be received the morning of May 16, 2016. Either staff or a representative of the City’s financial advisory firm (Public Financial Management) will be present as this item is considered in order to report the results.

**OUTSTANDING ISSUES:** Pending approval of the recommendation, further actions will be requested at the next Council meeting in order to finalize the sale. Actions will include resolutions to authorize the issuance and appoint the Registrar and Paying Agent, as well as motions to approve the Tax Exemption and Continuing Disclosure Certificates.

**RECOMMENDATION:** Adopt motion receiving report of bids and resolution directing (awarding) sale of \$15,815,000 General Obligation Urban Renewal Bonds (Series 2016B) to the successful bidder.

**Lead Staff Member:** Tim Stiles, Finance Director

**STAFF REVIEWS**

Department Director	
Appropriations/Finance	
Legal	
Agenda Acceptance	<i>RTG</i>

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

Published In	Des Moines Register
Dates(s) Published	February 18, 2016

**SUBCOMMITTEE REVIEW** (if applicable)

Committee	Finance & Administration		
Date Reviewed	February 17, 2016		
Recommendation	Yes	No	Split

Council Member \_\_\_\_\_ introduced the following Resolution entitled "RESOLUTION DIRECTING SALE OF \$15,815,000 (SUBJECT TO ADJUSTMENT PER TERMS OF OFFERING) GENERAL OBLIGATION URBAN RENEWAL BONDS, SERIES 2016B," and moved its adoption. Council Member \_\_\_\_\_ seconded the motion to adopt. The roll was called and the vote was,

AYES: \_\_\_\_\_

\_\_\_\_\_

NAYS: \_\_\_\_\_

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION DIRECTING SALE OF \$15,815,000 (SUBJECT TO ADJUSTMENT PER TERMS OF OFFERING) GENERAL OBLIGATION URBAN RENEWAL BONDS, SERIES 2016B

WHEREAS, bids have been received for the Bonds described as follows and the best bid received (with permitted adjustments, if any) is determined to be the following:

\$15,815,000 (SUBJECT TO ADJUSTMENT PER TERMS OF OFFERING) GENERAL OBLIGATION URBAN RENEWAL BONDS, SERIES 2016B

Bidder: \_\_\_\_\_ of \_\_\_\_\_

The terms of award:

Final Par Amount as adjusted: \$ \_\_\_\_\_

Purchase Price as adjusted: \$ \_\_\_\_\_

True Interest Rate: \_\_\_\_\_ %

Net Interest Cost: \$ \_\_\_\_\_

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

Section 1. That the bid for the Bonds as above set out is hereby determined to be the best and most favorable bid received and, the Bonds are hereby awarded as described above.

Section 2. That the statement of information for Bond bidders and the form of contract for the sale of the Bonds are hereby approved and the Mayor and Clerk are authorized to execute the same on behalf of the City.

Section 3. That the notice of the sale of the Bonds heretofore given and all acts of the Clerk done in furtherance of the sale of the Bonds are hereby ratified and approved.

PASSED AND APPROVED this 16<sup>th</sup> day of May, 2016.

---

Mayor

ATTEST:

---

City Clerk



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

**ITEM:****DATE:** May 16, 2016

First reading of proposed Ordinance to amend Section 2 of Title 7, Chapter 12 of the Municipal Code to revise the library conduct rules and regulations pursuant to policy changes approved by the Library Board of Trustees.

**FINANCIAL IMPACT:**

This proposed Ordinance amendment should have no financial impact to the City.

**BACKGROUND:**

Section 7-12-2 of the City Code details the rules and regulations that pertain to the conduct of library patrons and the use of library facilities. Section 2-6-5 of the City Code provides for the powers and duties of the Library Board of Trustees, which includes establishing the rules and regulations found in Section 7-12-2. The Library Board of Trustees revised the library conduct policy by vote on April 19, 2016. This proposed Ordinance amendment would simply incorporate those changes to the library conduct policy into the City Code. This item was not presented to a City Council subcommittee because the Library Board of Trustees possesses the authority to make these changes on its own and there are no proposed changes to alcohol use within the library with this ordinance amendment.

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

**RECOMMENDATION:**

It is recommended that the City Council approve the first reading of this proposed Ordinance.

**Lead Staff Member:**           Darryl H. Eschete, Library Director          

**STAFF REVIEWS**

Department Director	
Appropriations/Finance	
Legal	Jason B. Wittgraf, Assistant City Attorney <i>JBW</i>
Agenda Acceptance	<i>RTJ</i>

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

Published In	
Dates(s) Published	

**SUBCOMMITTEE REVIEW** (if applicable)

Committee	N / A		
Date Reviewed			
Recommendation			

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 12, "LIBRARY REGULATIONS", SECTION 2 "RULES AND REGULATIONS"**

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

**SECTION 1:** Title 7, Chapter 12, Section 2 is hereby amended by deleting ~~strike through~~ text and adding underline text.

**7-12-2: RULES AND REGULATIONS:**

The following rules and regulations are established concerning the conduct of patrons and use of library facilities, as follows:

A. Library patrons are expected to be engaged in the productive use of the library's resources. This includes reading, studying, researching, attending programs and utilizing library material. Patrons have the right to use the library undisturbed and library employees have the right to work without undue interference.

B. No person shall engage in any conduct which disturbs or interferes with the legitimate use of the library, as follows:

1. Refuse to follow reasonable directives or instructions from a library staff member.
2. Willfully annoy, harass, or threaten another person.
23. Behave in a disorderly, loud, or boisterous manner, including loud conversations.
34. Interfere with another person's passage within the library or on library grounds.
45. Consume or possess alcoholic beverages unless the Library Board of Trustees has approved of an event or function at the library where alcoholic beverages will be provided. The consumption or possession of alcoholic beverages shall be limited to that provided to those in attendance at the approved library event or function, and shall be confined to a designated area within the library during the event or function.
56. Use or possess controlled substances on library grounds or be under the influence of alcohol or controlled substances in a manner that causes public disturbance.
57. Possess any firearm, knife, or any device which could be used as a weapon or other weapon prohibited by City ordinance or State statutes.
68. Deface or destroy library property.
79. Eat, or drink, or smoke in the library (unless eating or drinking is specifically allowed in an area or at a particular activity).
10. Use tobacco or smoke in the library, including the use of electronic cigarettes or vaping devices.
811. Sleep in the library, or exhibit the appearance of sleep.
912. Remain in the library after regular closing hours.

~~10~~13. Solicit funds, or "panhandle", or engage in commercial activity unless authorized by library administration.

~~11~~14. Interfere with patrons' use of the library through poor bodily hygiene which is so offensive as to constitute a nuisance, or through excessive use of perfume, cologne, or alcohol.

~~12~~15. Bring animals into the library except as required by persons with disabilities.

~~13~~16. Use sports equipment, skates, or a skateboard in the library.

~~14~~17. Use any audio, personal communication, or computing device in a manner Play audio equipment at a volume that is disturbing to other users patrons. Cell phone ringers should be set to silent or vibrate and device speakers muted or headphones used.

~~15~~18. Campaign, leaflet, petition, interview, or survey patrons or staff in a manner that is disruptive to library activities.

~~16~~19. Willfully expose patrons and staff to offensive images or language.

~~17~~20. Engage in lengthy conversations (including conversations on cell phones) in areas intended for quiet study.

~~18~~21. Interfere with the library's right to maintain a clean, pleasant, and safe facility.

22. Relocate or rearrange furniture beyond repositioning existing seating around tables.

23. Be in any state of inappropriate undress.

24. Engage in sexual activity of any kind, including inappropriate displays of romantic affection.

25. Bring luggage, bedrolls, or large bags into the library.

26. Leave packages, backpacks, or personal belongings unattended. Personal property must be within sight of the owner. The library assumes no responsibility for belongings left unattended. Large or possibly valuable belongings left on the premises after closing will be forwarded to the police department.

27. Use bathrooms for unreasonable or unintended purposes, such as bathing or laundering.

**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

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

**ITEM:** Philip Dorweiler - Resignation from  
Water Works Board of Trustees - Receive and File

**DATE:** May 16, 2016

**FINANCIAL IMPACT:** None

**BACKGROUND:** Philip Dorweiler has submitted a letter of resignation from the Water Works Board of Trustees, effective July 1, 2016. The Mayor and City Council appreciate the time he has devoted to the Board.

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

**RECOMMENDATION:**

Receive and File Letter of Resignation.

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

**STAFF REVIEWS**

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

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

Published In	
Dates(s) Published	

**SUBCOMMITTEE REVIEW (if applicable)**

Committee			
Date Reviewed			
Recommendation	Yes	No	

**From:** Philip Dorweiler  
**Sent:** Wednesday, April 27, 2016 7:03 AM  
**To:** [Diana.Wilson@wdmww.com](mailto:Diana.Wilson@wdmww.com)  
**Cc:** Karen Novak  
**Subject:** PHILIP DORWEILER/ RESIGNATION PLANS

AFTER VERY CONSIDERABLE THOUGHT I HAVE DECIDED TO RESIGN AS A WDM WATER UTILITY TRUSTEE AS OF JULY 1, 2016. I DO THIS VERY RELUCTANTLY SINCE I HAVE SO ENJOYED SERVING ON THE BOARD ---AND THE FRIENDS I HAVE MADE ON THE BOARD AND WITH THE STAFF SINCE I WAS FIRST APPOINTED.

I AM DOING THIS SINCE I PLAN A RATHER LONG VACATION TRIP IN OCTOBER---AND ALSO HAVE RENTED A PLACE IN ARIZONA IN DECEMBER FOR THREE MONTHS NEAR ONE OF MY SONS AND HIS FAMILY. ALSO AT 90 YEARS OF AGE I FEEL FORTUNATE I CAN STILL MAKE THESE TRIPS--- AND DO ALL THE THING I NOW DO. I DON'T THINK IT IS FAIR TO THE CITY AND THE BOARD FOR ME TO CONTINUE TO SERVE AS A TRUSTEE (AND EVEN GET PAID) WHEN I WILL BE GONE IN THE FUTURE FOR SUCH LONG PERIODS, AND NOT BE AVAILABLE FOR BOARD AND COMMITTEE MEETINGS. I KNOW THAT YOU AND THE OTHER MEMBERS OF THE BOARD WILL UNDERSTAND WHY I MADE THIS DECISION.

I ALSO WANT TO ADD IN CLOSING THAT I THINK THE CITY OF WDM IS SO FORTUNATE TO HAVE YOU DIANA AS ITS MANAGER. I ALSO HAVE FELT HONORED TO SERVE AS A FELLOW TRUSTEE WITH KAREN, SCOTT, GRETCHEN AND SCOTT. I ALSO CAN'T CLOSE WITHOUT SAYING THAT I THINK THE WDM STAFF OF THE UTILITY ARE EXCEPTIONAL AND GIVE THE UTILITY CUSTOMERS THE BEST SERVICE IN THE STATE.

I FELT BY GIVING YOU NOTICE NOW YOU CAN VISIT WITH MAYOR GAER AND OTHERS OF MY DECISION---SO THAT THEY CAN APPOINT A NEW TRUSTEE BY JULY 1ST.

PHILIP DORWEILER

## MEMORANDUM

**TO: Mayor and City Council  
Tom Hadden, City Manager**

**FROM: Jason Wittgraf, Assistant City Attorney**

**RE: March 18, 2016, Iowa Supreme Court Decision  
Warren County Board of Supervisors – Open Meetings Law**

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I have been asked to analyze how the recent 4-3 Iowa Supreme Court decision in the case of Hutchinson v. Shull affects the City of West Des Moines and our own meetings and decision making.

In the Hutchinson case, the Warren County Board of Supervisors (consisting of three (3) elected board members) implemented a county reorganization plan after the individual supervisors met separately with the County Administrator through a series of two-person face-to-face meetings. The county reorganization plan was eventually adopted without any real discussion in public through the open meeting process. The Supervisors conceded during litigation with the affected terminated employees that the Supervisors used the County Administrator to facilitate discussion amongst themselves involving various aspects of the county reorganization and to negotiate an agreement concerning the details of the reorganization plan. On appeal, the majority of the Iowa Supreme Court found that while “The open meetings law does not prohibit discussions between members of a governmental body and its staff to exchange ideas and gather information in order for the body to act upon an issue during an open meeting, the open meetings law does prohibit the majority of a governmental body gathering in person through the use of agents or proxies to deliberate any matter within the scope of its policy-making duties outside of public view.”

The main objective of the majority of the Iowa Supreme Court in this Hutchinson decision is to discourage elected officials from engaging in decision-making authority in private without any discussion in public. The Supreme Court majority definitely took notice of the facts of this case since the Warren County Board of Supervisors were able to

reach a consensus regarding a very controversial and very detailed reorganization plan without ever discussing it in an open meeting that the public could attend.

It is not entirely clear to what extent this decision affects municipal governments with five (5) person City Councils. It is apparent that this “agent” or “proxy” analysis works better to describe individual-to-individual personal meetings when only two (2) people are necessary to constitute a quorum. This particular decision does not affect the City of West Des Moines in terms of one-on-one meetings standing alone because two (2) people do not constitute a quorum for the City’s decision-making.

Based upon the Hutchinson case, the City of West Des Moines should avoid having any private meetings between two City Councilmembers and the City Manager that could be perceived to involve policy-making duties, especially if the City Manager may potentially be in the position of relaying the positions taken by other City Councilmembers who are not present for the discussion.

While the Hutchinson case focused on in-person gatherings between a County Supervisor and the County Administrator acting as the “agent” or “proxy” on behalf of another Supervisor, it is certainly possible that the majority of the Iowa Supreme Court could expand this decision in the future (assuming there are no substantive changes to the Iowa open meetings law by the Iowa Legislature in the meantime) to include e-mails, phone calls, and text messages. It is clear that the majority of the Iowa Supreme Court gives heavy weight to the transparency of government by stating, “The open meetings law is intended to safeguard free and open democracy by ensuring the government does not unnecessarily conduct its business in secret.” The Supreme Court majority views any deliberate attempt it perceives was made to circumvent public decision-making as unfavorable. Therefore, any private dialogue or discussion among three (3) or more City Councilmembers (or possibly two (2) City Councilmembers and a City Manager acting on another’s behalf) that extends beyond information gathering and into policy-making should stop or at least be discontinued until such time as that conversation can be reconvened in a public setting.