

CITY OF WEST DES MOINES

COUNCIL AGENDA

date: August 22, 2016

time: 5:30 P.M.

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

1. **Call to Order/Pledge of Allegiance/Roll Call/Approval of Agenda**
2. **Citizen Forum** (Pursuant to City Council Procedural Rules citizen remarks are limited to five minutes under this agenda category - if additional time is desired the Mayor/Council may allow continuation as part of the Other Matters portion of the agenda)
3. **Mayor/Council/Manager Report/Other Entities Update**
 - a. Swearing in of Fire Lieutenants Derrick Bingham and Eric Brenneman
4. **Consent Agenda**
 - a. Motion - Approval of Minutes of August 8, 2016 Meeting
 - b. Motion - Approval of Bill Lists
 - c. Motion - Approval of Liquor Licenses:
 1. Bradley's Pub, Inc., d/b/a Bradley's Pub, 1300 50th Street, Suite 203 - Class LC Liquor License with Sunday Sales - Renewal
 2. Chocolate Storybook Too, d/b/a Chocolate Storybook, 1000 Grand Avenue - Class WB Wine Permit with Sunday Sales - Renewal
 3. KRC Partners, LLP, d/b/a Cooper's on 5th, 227 5th Street - Class LC Liquor License with Sunday Sales - Renewal
 4. Embassy Club West, LLC, d/b/a Embassy West - Class LC Liquor License with Carryout Wine, Sunday Sales, Outdoor Service, and Catering Privileges - Renewal
 5. Fall Foods, Inc., d/b/a Godfathers Pizza, 5919 Ashworth Road - Class B Beer Permit with Sunday Sales - Renewal
 6. Richman Enterprises, LLC, d/b/a Krueger BP, 1272 8th Street - Class BC Beer Permit - Renewal
 7. CY Heritage Inn of West Des Moines, LLC, d/b/a West Des Moines Courtyard Inn, 410 South 68th Street - Class LB Liquor License with Sunday Sales - Renewal
 - d. Motion - Approval of Order for Violation of Alcohol Laws
 - e. Motion - Approval of Extended Sound Permits
 1. Raccoon River Nature Lodge Wedding - September 3, 2016

2. Hurd Wedding, 8670 Mills Civic Parkway - September 17, 2016
- f. Motion - Approval of Parking on School Property Grass - 2016 Valley Stadium Football Games
- g. Motion - Approval of Amendment No. 1 to Professional Services Agreement - Pedestrian Access Curb Ramps
- h. Resolution - Approval of Redevelopment Incentive Policy
- i. Resolution - Approval of Purchase and Financing of Mobile Data Computers
- j. Resolution - Approval of Deer Management Zone - 4105 and 4109 Quail Park Drive
- k. Resolution - Order Construction:
 1. Fairmeadows Park Storm Sewer Improvements
 2. Public Safety Station 18 HVAC Improvements
 3. Raccoon River Drive over Sugar Creek Bridge Replacement
 4. Stagecoach Drive Improvements, South 88th Street West
 5. Walnut Woods Drive Culvert Replacement and 27th Street Culvert Repair
- l. Resolution - Approval for Lease of City Property -108 Grand Avenue
- m. Resolution - Approval of Professional Services Agreement:
 1. 2017 Street Reconstruction
 2. Law Enforcement Center Metal Roof Repair
 3. Library Atrium Window Improvements
 4. Public Safety Station 18 Building Exterior Improvements
 5. Public Safety Station 18 Exterior Lighting Improvements
 6. Public Safety Station 18 Flat Roof Replacement
- n. Resolution - Accept Public Improvements - Grand Valley Plat 1
- o. Resolution - Approval of Extension of Entitlement - Mills Crossing Plat 1
- p. Resolution - Approval and Acceptance of Temporary Easement - Walnut Creek Outfall Storm Sewer Improvements

5. Old Business

- a. Amendment to City Code - Title 3 (Business and Licensing), Chapter 7 (Solicitors and Transient Merchants) and Title 9 (Zoning), Chapter 16 (Temporary Use Permits) - Amend City Code to Establish Regulations for Mobile Vendors - City Initiated
 1. Ordinance - Approval of Third Reading and Final Adoption
 2. Resolution - Approval and/or Ratification of Specific Fees and Charges - 2016-17 FY
- b. Galleria Specific Plan Amendment, generally the north and south sides of Mills Civic Parkway between South 60th Street and South 68th Street - Amend the Specific Plan Ordinance to Allow a Taller Ground Monument Sign on the Red Robin Parcel - S-J-Jordan, LC
 1. Ordinance - Approval of Second, Third Readings and Final Adoption

- c. Amendment to City Code - Title 6 (Motor Vehicles and Traffic), Chapter 9 (Traffic Schedules), Section 1 (Official Traffic Controls) - 50th Street and Stonebridge Road - City Initiated
 - 1. Ordinance - Approval of Second, Third Readings and Final Adoption
- d. 2014 Sidewalk Improvement Program - Phase I - City Initiated
 - 1. Resolution - Approval of Corrected Final Plat and Schedule of Assessments

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

- a. Amendment to City Code - Title 9 (Zoning), Chapter 2 (Zoning Rules and Definitions), Chapter 14 (Accessory Structures), and Chapter 18 (Signs) - Add a Definition of "Flagpole" and Establish Regulations and Performance Standards Pertaining to Flagpoles - City Initiated
 - 1. Ordinance - Approval of First Reading

Motion - Approval to Appoint a Presiding Officer for Public Hearing Item 6(b)

- b. Development Agreement, Ashworth Corridor Urban Renewal Area - Development of a 75,000 sq. ft. Building - Newport Building, LLC, INTL FCStone, Inc., and ePathUSA, Inc.
 - 1. Resolution - Approval of Agreement
- c. South 35th Street Bridge Replacement - City Initiated
 - 1. Resolution - Approval of Plans and Specifications
 - 2. Motion - Receive and File Report of Bids
 - 3. Resolution - Award Contract
- d. South 60th Street and Mills Civic Parkway Intersection Improvements - 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. Val-Gate, southwest corner of Grand Avenue and 1st Street - Subdivide Property into Seven Lots and One Street Lot for Construction of a Commercial Development - First Street, LP
 - 1. Resolution - Acceptance of Public Improvements and Approval and Release of Final Plat

8. Receive, File and/or Refer

- a. Amendment to City Code - Title 9 (Zoning) - Restaurants and Bars in Industrial Districts - City Initiated (Refer to Plan and Zoning Commission)
- b. Amendment to City Code - Title 9 (Zoning), Chapter 18 (Signs) - Amend Regulations for the Valley Junction Historic Business District - City Initiated (Refer to Plan and Zoning Commission)

9. Other Matters

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

August 8, 2016

West Des Moines City Council Proceedings
Monday, August 8, 2016

Mayor Pro tem Jim Sandager opened the regularly scheduled meeting of the City Council of West Des Moines, Iowa, in the Council Chambers of the West Des Moines City Hall on Monday, August 8, 2016 at 5:30 PM. Council members present were: R. Messerschmidt, J. Mickelson, J. Sandager, K. Trevillyan, and R. Trimble.

A moment of silence was observed for West Des Moines police officer Shawn Miller, who was killed in a motorcycle accident on August 3, 2016.

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

Vote 16-297: 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 Mickelson reported the City is currently updating its economic development master plan, and he is serving on the steering committee, which held its first meeting last week. He also reported the West Des Moines Chamber of Commerce has hired Ed Wallace as its new President/CEO.

Council member Sandager reported he attended a meeting of the Bravo Greater Des Moines Board, where discussion was held on the organization's sustainability policy and plans for a regional cultural assessment. He also attended a meeting of the Development and Planning Subcommittee, where discussion was held on possible changes to City Code requirements for restaurants and drinking establishments in industrial areas and possible changes to City Code building separation requirements for residential zoning.

On Item 4. Consent Agenda.

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

- a. Approval of Minutes of July 25, 2016 Meeting
- b. Approval of Bill Lists
- c. Approval of Liquor Licenses:
 1. Casey's Marketing Company, d/b/a Casey's General Store #2150, 2125 Grand Avenue - Class BC Beer Permit with Sunday Sales - Renewal

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2. Hy-Vee, Inc. d/b/a Hy-Vee Market Cafe #2, 1990 Grand Avenue (Cafe Area) - Class LC Liquor License with Sunday Sales - Renewal
 3. Hy-Vee, Inc. d/b/a Hy-Vee Market Cafe #3, 1725 Jordan Creek Parkway (Cafe Area) - Class LC Liquor License with Sunday Sales - Renewal
 4. Jethro's Bacon Bacon, Inc., d/b/a Jethro's BBQ n'Bacon Bacon, 1480 22nd Street - Class LC Liquor License with Sunday Sales, Outdoor Service, and Catering Privileges - Renewal
 5. The Noodle Shop, Co. - Delaware, Inc., d/b/a Noodles & Company, 6630 Mills Civic Parkway, Suite 6110 - Class BW Permit with Sunday Sales and Outdoor Service - Renewal
 6. Sakura Sushi, Inc., d/b/a Sakura Sushi, 1960 Grand Avenue, Suite 11 - Class LC Liquor License with Sunday Sales - Renewal
 7. Cinderella Story, LLC, d/b/a Shotgun Betty's - Class LC Liquor License with Sunday Sales and Outdoor Service - New
 8. Taste of the Junction, Inc., d/b/a Taste of the Junction - Five-Day Class B Beer Permit with Outdoor Service for Street Party Event in the 400 Block of Railroad Place, September 3, 2016
- d. Approval of Orders for Violations of Alcohol Laws
 - e. Approval of Extended Sound Permit - Taste of the Junction, September 3, 2016
 - f. Approval of Lane Closure(s) for Special Events - Block Party - 3000 Block of Giles Street, August 27, 2016
 - g. Approval of Purchase - Locution Station Alerting System
 - h. Approval of Request for Increase in Billing Fees for Outside Legal Services and Authorization to Issue Request for Proposals for Legal Services
 - i. Approval of Letters of Support - Coalition Against Bigger Trucks
 - j. Approval of 28E Agreement with West Des Moines Community School District - West Des Moines Human Services
 - k. Order Preparation of Plans and Specifications - Holiday Aquatic Center Play Structure Replacement and Pool Basin Painting
 - l. Accept Work:
 1. Alluvion Fiber Interconnect - Yellow Route
 2. South 88th Street Grading
 - m. Approval of Professional Services Agreement - Grand Avenue West Sewer Segments 3 and 4
 - n. Approval and Acceptance of Sanitary Sewer Easement - Des Moines Golf and Country Club, 1600 Jordan Creek Parkway
 - o. Approval and Acceptance of Purchase Agreement, Deed and Easements:
 1. South 60th Street Improvements
 2. Walnut Creek Outfall Storm Sewer Improvements
 - p. Approval of Public Highway At-Grade Crossing Agreement - Union Pacific Railroad, 98th Street

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Vote 16-298: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

On Item 5(a) Amendment to City Code - Title 3 (Business and Licensing), Chapter 7 (Solicitors and Transient Merchants) and Title 9 (Zoning), Chapter 16 (Temporary Use Permits) - Amend City Code to Establish Regulations for Mobile Vendors, initiated by the City of West Des Moines

Council member Sandager stated he and Mayor Gaer are both interested in revising the 1,320-foot separation requirement between groups of mobile vendors. He suggested the proposed ordinance could also state "or separated by a major roadway."

Council member Trimble expressed a desire for the requirements to emphasize safety and not just the number of parking stalls on a property.

Lynne Twedt, Development Services Director, explained that the review process for sites requesting multiple mobile vendors does request parking information, but staff will use discretion on a case-by-case basis, and the emphasis will be on safety and traffic circulation within and surrounding the property. She stated the separation requirements are to prevent overcrowding of mobile vendors in a concentrated area.

The Council requested that staff add language to the ordinance's separation requirement before it comes back for the third reading so that it says "separated by 1,320 feet or separated by a major roadway or detention pond."

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

Vote 16-299: 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 16-300: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

On Item 5(b) Amendment to City Code - Title 9 (Zoning), Chapter 2 (Zoning Rules and Definitions), Chapter 5 (Agricultural/Open Space and Residential Zoning District), and Chapter 10 (Performance Standards) - Add Definition of "Scoreboards, Stadiums and Recreational Facilities," Add Scoreboards to Accessory Structure Use Regulations, and Amend Specific Use

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Regulations to Provide Performance Standards, 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 16-301: 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 16-302: 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 16-303: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

On Item 5(c) Amendment #1 to Ashworth Corridor Urban Renewal Area, initiated by the City of West Des Moines

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

Vote 16-304: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

The City Clerk read the preamble to the ordinance.

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

Vote 16-305: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

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

Vote 16-306: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

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On Item 5(d) Amendment to City Code - Title 6 (Motor Vehicles and Traffic), Chapter 9 (Traffic Schedules), Section 3 (Special Stops Required) - South 45th Street and Westwood Drive; West Access Road City Hall and Frontage Road; East Access Road City Hall and Frontage Road; 95th Street and Red Sunset Drive/Red Sunset Court; 95th Street and Cedarwood Drive/Cedarwood Court, initiated by the City of West Des Moines

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

Vote 16-307: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

The City Clerk read the preamble to the ordinance.

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

Vote 16-308: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

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

Vote 16-309: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

On Item 5(e) Amendment to City Code - Title 6 (Motor Vehicles and Traffic), Chapter 9 (Traffic Schedules), Section 10 (Special Speed Zones) - 81st Street, Ashworth Road to Bridgewood Boulevard, initiated by the City of West Des Moines

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

Vote 16-310: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

The City Clerk read the preamble to the ordinance.

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

Vote 16-311: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

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

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Vote 16-312: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

On Item 5(f) 2014 Sidewalk Improvement Program - Phase I, initiated by the City of West Des Moines

It was moved by Trevillyan, second by Trimble to adopt Resolution - Approval of Final Plat and Schedule of Assessments.

Vote 16-313: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

On Item 5(g) Woodland Hills Park Site Development, initiated by the City of West Des Moines

It was moved by Trimble, second by Messerschmidt to adopt Resolution - Award Contract to Joiner Construction Co., Inc.

Vote 16-314: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

On Item 6(a) Mayor Pro tem Sandager indicated this was the time and place for a public hearing to consider Galleria Specific Plan Amendment, generally the north and south sides of Mills Civic Parkway between South 60th Street and South 68th Street - Amend the Specific Plan Ordinance to Allow a Taller Ground Monument Sign on the Red Robin Parcel, initiated by S-J-Jordan, LC. He asked for the date the notice was published and the City Clerk indicated the notice was published on July 22, 2016 in the Des Moines Register. Mayor Pro tem Sandager asked if any written comments had been received. The City Clerk stated on a vote of 6-0, with one member abstaining, the Plan and Zoning Commission recommended City Council approval of the specific plan amendment.

Mayor Pro tem Sandager asked if there were any public comments.

Tim Hogan, Hogan Law Office, 3101 Ingersoll Avenue, Des Moines, stated he represents the applicant and is available to answer any questions.

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

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

Vote 16-315: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

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The City Clerk read the preamble to the ordinance.

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

Vote 16-316: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

On Item 6(b) Mayor Pro tem Sandager indicated this was the time and place for a public hearing to consider Jordan Creek Business Park, southwest corner of Village View Drive and South 60th Street - Vacate a 30 ft. Ingress/Egress Easement, initiated by Todd Rueter. He asked for the date the notice was published and the City Clerk indicated the notice was published on July 22, 2016 in the Des Moines Register. Mayor Pro tem Sandager asked if any written comments had been received. The City Clerk stated none had been received.

Mayor Pro tem Sandager asked if there were any public comments.

Doug Mandernach, Civil Design Advantage, 3405 SE Crossroads Drive, Grimes, stated he is here on behalf of the applicant and is available to answer any questions.

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

It was moved by Trimble, second by Trevillyan to adopt Resolution - Approval of Vacation.

Vote 16-317: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

On Item 6(c) Mayor Pro tem Sandager indicated this was the time and place for a public hearing to consider 2016-17 FY Operating and Capital Budget - Amendment #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 July 29, 2016 in the Des Moines Register. Mayor Pro tem Sandager asked if any written comments had been received. The City Clerk stated none had been received.

Mayor Pro tem Sandager 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 Budget Amendment #2.

Vote 16-318: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

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On Item 7(a) South Maple Grove Plat 16, southeast corner of 98th Street and Wilson Drive - Subdivide Property into Eight Single Family Lots, initiated by Mid-America Real Estate Company

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

Vote 16-319: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

On Item 7(b) Val-Gate, southwest corner of Grand Avenue and 1st Street - Subdivide Property into Seven Lots and One Street Lot for Construction of a Commercial Development, initiated by First Street, LP

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.

Council member Trimble inquired about the status of the outstanding issue related to the proposed street light agreement.

City Attorney Dick Scieszinski responded the applicant had been under the understanding that the City would have greater streetlight requirements for this property because of its location on two arterial streets, but that is not the case, so the applicant and the City have now reached an agreement in principle.

Vote 16-320: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

On Item 7(c) 820 1st Street - Approval of an approx. 5,100 sq. ft. Retail Building, initiated by First Street, LP

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

Vote 16-321: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

On Item 7(d) Global Aviation Sculpture, 7760 Cascade Avenue - Install Sculpture at Corner of Building, initiated by Global Aviation

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

Vote 16-322: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

On Item 7(e) Kum & Go, 220 50th Street and 5901 Mills Civic Parkway - Approval of Materials for Canopy Support Columns, initiated by Kum & Go, LC

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

Vote 16-323: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

On Item 7(f) Amendment to City Code - Title 6 (Motor Vehicles and Traffic), Chapter 9 (Traffic Schedules), Section 3 (Special Stops Required) - South 45th Street and Westwood Drive; West Access Road City Hall and Frontage Road; East Access Road City Hall and Frontage Road; 95th Street and Red Sunset Drive/Red Sunset Court; 95th Street and Cedarwood Drive/Cedarwood Court, initiated by the City of West Des Moines

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

Vote 16-324: 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 16-325: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

On Item 8(a) Amendment to City Code - Title 9 (Zoning), Chapter 2 (Zoning Rules and Definitions), Chapter 14 (Accessory Structures), and Chapter 18 (Signs) - Add a Definition of "Flagpole" and Establish Regulations and Performance Standards Pertaining to Flagpoles - City Initiated - Referred to Plan and Zoning

On Item 8(b) Browns Woods Estates, west of Veterans Parkway and south of Browns Woods Drive - Rezone Property from Residential Estate and Residential Medium Density to Single Family Residential - Venture Homes, LLC - Referred to Plan and Zoning

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On Item 9 - Other Matters: none

The meeting was adjourned at 6:07 p.m.

Respectfully submitted,

Ryan T. Jacobson, CMC
City Clerk

ATTEST:

Jim Sandager, Mayor Pro tem

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4(b)

CITY OF WEST DES MOINES
CITY COUNCIL ACTION ITEM

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

Regular Bi-Weekly Claims	8/22/16		\$ 3,455,492.45
			Total \$ Amount
EFT Claims	8/22/16		\$ 732,134.63
			Total \$ Amount
Control Pay	8/22/16		\$ 258,022.16
			Total \$ Amount
End of Month			\$0.00
			Total \$ Amount
Off-Cycle Checks/EFT Claims	8/11/16		\$ 39,905.00
	Claim Listing Date		Total \$ Amount

Approved by the West Des Moines City Council this 22nd day of August
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)

City of West Des Moines City Council Report

Bank Account: WB VENDOR DISB - WB Vendor Disbursement
Batch Date: 08/22/2016

Type	Date	Number	Source	Payee Name	Transaction Amount
Bank Account: WB VENDOR DISB - WB Vendor Disbursement					
Check	08/22/2016	300635	Accounts Payable	ABSOLUTE CONCRETE CONSTRUCTION	143,468.12
Check	08/22/2016	300636	Accounts Payable	ACME TOOLS-DES MOINES	269.00
Check	08/22/2016	300637	Accounts Payable	AGRI LAND FS INC	685.20
Check	08/22/2016	300638	Accounts Payable	AHLERS & COONEY	47,661.14
Check	08/22/2016	300639	Accounts Payable	ALLIANCE CONSTRUCTION GROUP	95,589.95
Check	08/22/2016	300640	Accounts Payable	ALLIGATOR NORTH AMERICA, INC	2,000.00
Check	08/22/2016	300641	Accounts Payable	AMERICAN SECURITY CORP	4,994.87
Check	08/22/2016	300642	Accounts Payable	ASCHEMAN, PHILIP	200.00
Check	08/22/2016	300643	Accounts Payable	AUREON NETWORK SERVICES	4,347.55
Check	08/22/2016	300644	Accounts Payable	AWARDS PROGRAM SERVICES INC	986.50
Check	08/22/2016	300645	Accounts Payable	BALL TEAM LLC	13,011.00
Check	08/22/2016	300646	Accounts Payable	BASICLEIGH COMMUNICATIONS LLC	21,960.00
Check	08/22/2016	300647	Accounts Payable	BOLTON & MIENK INC	100,182.96
Check	08/22/2016	300648	Accounts Payable	BOUND TREE MEDICAL, LLC.	1,579.87
Check	08/22/2016	300649	Accounts Payable	BREWICK, MARK	371.52
Check	08/22/2016	300650	Accounts Payable	BROWN WINICK PLC	51,893.75
Check	08/22/2016	300651	Accounts Payable	BRYAN ROCK PRODUCTS INC	2,719.75
Check	08/22/2016	300652	Accounts Payable	CALHOUN-BURNS & ASSOCIATES INC	3,812.30
Check	08/22/2016	300653	Accounts Payable	CAPPEL'S ACE HARDWARE	24.30
Check	08/22/2016	300654	Accounts Payable	CARPENTER UNIFORM CO	777.87
Check	08/22/2016	300655	Accounts Payable	CDW GOVERNMENT INC	500.73
Check	08/22/2016	300656	Accounts Payable	CENTRAL SALT LLC	6,457.35
Check	08/22/2016	300657	Accounts Payable	CENTURY LINK	287.46
Check	08/22/2016	300658	Accounts Payable	CENTURYLINK	4,628.27
Check	08/22/2016	300659	Accounts Payable	CINTAS CORP FIRST AID & SAFETY	106.30
Check	08/22/2016	300660	Accounts Payable	CITY OF DES MOINES	1,052,814.48
Check	08/22/2016	300661	Accounts Payable	CITY OF WAUKEE	10,628.89
Check	08/22/2016	300662	Accounts Payable	CIVIL DESIGN ADVANTAGE LLC	3,518.20
Check	08/22/2016	300663	Accounts Payable	CLIVE POWER EQUIPMENT	228.59
Check	08/22/2016	300664	Accounts Payable	CONCRETE TECHNOLOGIES	760,128.23
Check	08/22/2016	300665	Accounts Payable	CONTRACTOR SALES & SERVICE	401.63
Check	08/22/2016	300666	Accounts Payable	CORELL CONTRACTOR INC	76,336.64
Check	08/22/2016	300667	Accounts Payable	CREATIVE GENIUSES	1,350.90

City of West Des Moines City Council Report

Bank Account: WB VENDOR DISB - WB Vendor Disbursement
Batch Date: 08/22/2016

Type	Date	Number Source	Payee Name	Transaction Amount
Check	08/22/2016	300668	Accounts Payable	4,368.72
Check	08/22/2016	300669	Accounts Payable	80.45
Check	08/22/2016	300670	Accounts Payable	16,500.00
Check	08/22/2016	300671	Accounts Payable	56.02
Check	08/22/2016	300672	Accounts Payable	101,938.05
Check	08/22/2016	300673	Accounts Payable	150.00
Check	08/22/2016	300674	Accounts Payable	23,297.96
Check	08/22/2016	300675	Accounts Payable	165.40
Check	08/22/2016	300676	Accounts Payable	28.00
Check	08/22/2016	300677	Accounts Payable	459.00
Check	08/22/2016	300678	Accounts Payable	20.00
Check	08/22/2016	300679	Accounts Payable	217.08
Check	08/22/2016	300680	Accounts Payable	111.09
Check	08/22/2016	300681	Accounts Payable	136.45
Check	08/22/2016	300682	Accounts Payable	3,956.58
Check	08/22/2016	300683	Accounts Payable	432.33
Check	08/22/2016	300684	Accounts Payable	569.06
Check	08/22/2016	300685	Accounts Payable	41,151.89
Check	08/22/2016	300686	Accounts Payable	54,158.36
Check	08/22/2016	300687	Accounts Payable	71.97
Check	08/22/2016	300688	Accounts Payable	2,088.41
Check	08/22/2016	300689	Accounts Payable	75.00
Check	08/22/2016	300690	Accounts Payable	250.00
Check	08/22/2016	300691	Accounts Payable	2,938.32
Check	08/22/2016	300692	Accounts Payable	1,500.00
Check	08/22/2016	300693	Accounts Payable	185,182.83
Check	08/22/2016	300694	Accounts Payable	3,000.00
Check	08/22/2016	300695	Accounts Payable	12,013.21
Check	08/22/2016	300696	Accounts Payable	675.00
Check	08/22/2016	300697	Accounts Payable	31,379.25
Check	08/22/2016	300698	Accounts Payable	39.00
Check	08/22/2016	300699	Accounts Payable	35.20
Check	08/22/2016	300700	Accounts Payable	643.00
Check	08/22/2016	300701	Accounts Payable	648.75

City of West Des Moines
City Council Report
 Bank Account: WB VENDOR DISB - WB Vendor Disbursement
 Batch Date: 08/22/2016

Type	Date	Number Source	Payee Name	Transaction Amount
Check	08/22/2016	300702 Accounts Payable	LASER RESOURCES	2,923.61
Check	08/22/2016	300703 Accounts Payable	LEXISNEXIS	367.50
Check	08/22/2016	300704 Accounts Payable	LEXISNEXIS RISK SOLUTIONS	245.00
Check	08/22/2016	300705 Accounts Payable	LOWE'S HOME CENTER, INC.	1,098.29
Check	08/22/2016	300706 Accounts Payable	M&M COMMERCIAL CLEANING	980.00
Check	08/22/2016	300707 Accounts Payable	MAILFINANCE	232.17
Check	08/22/2016	300708 Accounts Payable	MCGREGGER CORPORATION	18,101.55
Check	08/22/2016	300709 Accounts Payable	MERCY WEST PHARMACY	534.95
Check	08/22/2016	300710 Accounts Payable	MID AMERICAN SIGNAL INC	45,080.00
Check	08/22/2016	300711 Accounts Payable	MIDAMERICAN ENERGY	69,507.56
Check	08/22/2016	300712 Accounts Payable	MILES CAPITAL	3,717.00
Check	08/22/2016	300713 Accounts Payable	MITTERA GROUP	37,270.01
Check	08/22/2016	300714 Accounts Payable	MTI DISTRIBUTING, INC.	204.35
Check	08/22/2016	300715 Accounts Payable	MUNDY, TINA	44.15
Check	08/22/2016	300716 Accounts Payable	MUNICIPAL SUPPLY INC	909.50
Check	08/22/2016	300717 Accounts Payable	MURPHY TRACTOR & EQUIPMENT CO.	1,366.54
Check	08/22/2016	300718 Accounts Payable	NELLES VENDING	81.00
Check	08/22/2016	300719 Accounts Payable	NETTELAND, STEPHEN	695.00
Check	08/22/2016	300720 Accounts Payable	NORTHERN TOOL & EQUIPMENT	179.98
Check	08/22/2016	300721 Accounts Payable	NORWALK READY-MIXED CONCRETE	4,425.50
Check	08/22/2016	300722 Accounts Payable	O'CONNELL, PAUL	1,998.00
Check	08/22/2016	300723 Accounts Payable	OPN ARCHITECTS	8,053.62
Check	08/22/2016	300724 Accounts Payable	OPTIMUM DATA, INC.	617.56
Check	08/22/2016	300725 Accounts Payable	PATTON, CHRIS	75.00
Check	08/22/2016	300726 Accounts Payable	PEAK DISTRIBUTING	239.00
Check	08/22/2016	300727 Accounts Payable	PER MAR SECURITY	114.00
Check	08/22/2016	300728 Accounts Payable	POLK COUNTY PUBLIC WORKS	9,000.00
Check	08/22/2016	300729 Accounts Payable	PROVANTAGE LLC	252.57
Check	08/22/2016	300730 Accounts Payable	Q3 CONTRACTING INC	3,612.00
Check	08/22/2016	300731 Accounts Payable	RESOURCE CONSULTING ENGINEERS	780.00
Check	08/22/2016	300732 Accounts Payable	REXCO EQUIPMENT INC	5,985.80
Check	08/22/2016	300733 Accounts Payable	ROY'S TOWING AND RECOVERY	750.00
Check	08/22/2016	300734 Accounts Payable	SHEELS ALL SPORTS-ACC REC	216.94
Check	08/22/2016	300735 Accounts Payable	SCHILDBERG CONSTRUCTION CO	5,414.61
Check	08/22/2016	300736 Accounts Payable	SCHULTE INDUSTRIES LTD	1,125.95

City of West Des Moines City Council Report

Bank Account: WB VENDOR DISB - WB Vendor Disbursement
Batch Date: 08/22/2016

Type	Date	Number Source	Payee Name	Transaction Amount
Check	08/22/2016	300737	SEBESTA INC	7,537.67
Check	08/22/2016	300738	SECURITY EQUIPMENT INC	6,241.00
Check	08/22/2016	300739	SITEONE LANDSCAPE SUPPLY LLC	354.55
Check	08/22/2016	300740	SKOLD DOOR & FLOOR CO.	170.00
Check	08/22/2016	300741	SPECIALTY GRAPHICS INC	126.00
Check	08/22/2016	300742	SPRINT	49.38
Check	08/22/2016	300743	STATE HYGIENIC LAB	39.00
Check	08/22/2016	300744	STIVERS FORD	58,346.00
Check	08/22/2016	300745	STORAGE MART #1052	298.98
Check	08/22/2016	300746	STOREY-KENWORTHY CO	273.00
Check	08/22/2016	300747	T&T TOOLS INC	155.00
Check	08/22/2016	300748	TESKA ASSOCIATES INC	5,750.00
Check	08/22/2016	300749	THE CONCRETE COMPANY INC	11,801.02
Check	08/22/2016	300750	THE DES MOINES EMBASSY CLUB THREAT SUPPRESSION INCORPORATED	139.80
Check	08/22/2016	300751	TRIZETTO PROVIDER SOLUTIONS	40.00
Check	08/22/2016	300752	TRUE VALUE & V&S VARIETY STORE	421.17
Check	08/22/2016	300753	UNITED PARCEL SERVICE	498.79
Check	08/22/2016	300754	UNITED REFRIGERATION INC.	64.83
Check	08/22/2016	300755	UNITYPOINT CLINIC	64.61
Check	08/22/2016	300756	US POSTAL SERVICE	296.00
Check	08/22/2016	300757	UTILITY EQUIPMENT CO	1,174.00
Check	08/22/2016	300758	VAL LANES	2,686.98
Check	08/22/2016	300759	VAN WALL POWERSPORTS	3,007.50
Check	08/22/2016	300760	VAN-WALL EQUIPMENT	55.62
Check	08/22/2016	300761	VISION SERVICE PLAN	108.57
Check	08/22/2016	300762	WASHER SYSTEMS OF IOWA	997.30
Check	08/22/2016	300763	WAYNE DENNIS SUPPLY CO.	103.49
Check	08/22/2016	300764	WEST DES MOINES COMM SCHOOLS	40.74
Check	08/22/2016	300765	WEST DES MOINES COMMUNITY	262.50
Check	08/22/2016	300766	WOODS, DOUGLAS	10,000.00
Check	08/22/2016	300767	YOUTH TECH INC	47.00
Check	08/22/2016	300768	DELAVAN INC	1,712.00
Check	08/22/2016	300769	WRIGHT TREE SERVICE INC	8,625.00
Check	08/22/2016	300770		170,000.00

City of West Des Moines City Council Report

Bank Account: WB VENDOR DISB - WB Vendor Disbursement
Batch Date: 08/22/2016

Type	Date	Number Source	Payee Name	Transaction Amount
Check	08/22/2016	300771	Accounts Payable	15.34
Check	08/22/2016	300772	Accounts Payable	1,226.21
Check	08/22/2016	300773	Accounts Payable	200.00
Check	08/22/2016	300774	Accounts Payable	100.00
Check	08/22/2016	300775	Accounts Payable	100.00
Check	08/22/2016	300776	Accounts Payable	100.00
Check	08/22/2016	300777	Accounts Payable	107.00
Check	08/22/2016	300778	Accounts Payable	3,394.83
Check	08/22/2016	300779	Accounts Payable	30,303.06
EFT	08/22/2016	73	Accounts Payable	862.66
EFT	08/22/2016	74	Accounts Payable	1,973.62
EFT	08/22/2016	75	Accounts Payable	1,533.75
EFT	08/22/2016	76	Accounts Payable	60.00
EFT	08/22/2016	77	Accounts Payable	6,677.07
EFT	08/22/2016	78	Accounts Payable	12,614.68
EFT	08/22/2016	79	Accounts Payable	15,668.64
EFT	08/22/2016	80	Accounts Payable	75.00
EFT	08/22/2016	81	Accounts Payable	1,565.07
EFT	08/22/2016	82	Accounts Payable	7,866.00
EFT	08/22/2016	83	Accounts Payable	19,094.48
EFT	08/22/2016	84	Accounts Payable	3,842.10
EFT	08/22/2016	85	Accounts Payable	3,840.00
EFT	08/22/2016	86	Accounts Payable	456,507.40
EFT	08/22/2016	87	Accounts Payable	2,564.40
EFT	08/22/2016	88	Accounts Payable	171,650.23
EFT	08/22/2016	89	Accounts Payable	5,510.20
EFT	08/22/2016	90	Accounts Payable	7,400.00
EFT	08/22/2016	91	Accounts Payable	12,829.33
WB VENDOR DISB WB Vendor Disbursement Totals:				\$4,187,627.08
Transactions: 164				
Checks:	145	\$3,455,492.45		
EFTs:	19	\$732,134.63		

City of West Des Moines City Council Report

Bank Account: WB CONTROLPAY - WB ControlPay
Batch Date: 08/22/2016

Type	Date	Number Source	Payee Name	Transaction Amount
Bank Account: WB CONTROLPAY - WB ControlPay				
EFT	08/22/2016	181 Accounts Payable	ABC ELECTRICAL CONTRACTORS	14,500.84
EFT	08/22/2016	182 Accounts Payable	ACCO UNLIMITED CORP	3,045.10
EFT	08/22/2016	183 Accounts Payable	ADVENTURE LIGHTING	108.56
EFT	08/22/2016	184 Accounts Payable	ALL MAKES OFFICE INTERIORS	245.00
EFT	08/22/2016	185 Accounts Payable	AMERICAN CONCRETE	392.25
EFT	08/22/2016	186 Accounts Payable	ARAMARK UNIFORM SERVICES	281.37
EFT	08/22/2016	187 Accounts Payable	BENTLEY SYSTEMS INC	7,628.00
EFT	08/22/2016	188 Accounts Payable	CAPITAL SANITARY SUPPLY CO INC	2,147.28
EFT	08/22/2016	189 Accounts Payable	COMPETITIVE EDGE	95.40
EFT	08/22/2016	190 Accounts Payable	CORN STATES METAL	860.00
EFT	08/22/2016	191 Accounts Payable	D&K PRODUCTS	504.88
EFT	08/22/2016	192 Accounts Payable	DES MOINES ASPHALT & PAVING	44,538.83
EFT	08/22/2016	193 Accounts Payable	DES MOINES REGISTER MEDIA	2,786.44
EFT	08/22/2016	194 Accounts Payable	EAGLE SIGN CO	2,412.79
EFT	08/22/2016	195 Accounts Payable	ELECTRONIC ENGINEERING	963.80
EFT	08/22/2016	196 Accounts Payable	EXCEL MECHANICAL INC	24,032.64
EFT	08/22/2016	197 Accounts Payable	G&L CLOTHING	1,162.93
EFT	08/22/2016	198 Accounts Payable	GALETON GLOVES	393.59
EFT	08/22/2016	199 Accounts Payable	GALLS LLC	55.99
EFT	08/22/2016	200 Accounts Payable	HEALTH CARE LOGISTICS INC	264.04
EFT	08/22/2016	201 Accounts Payable	HOWARD R. GREEN CO.	63,359.44
EFT	08/22/2016	202 Accounts Payable	IMAGE TEK INC	7,721.25
EFT	08/22/2016	203 Accounts Payable	INGERSOLL-RAND CO	237.05
EFT	08/22/2016	204 Accounts Payable	INLAND TRUCK PARTS	1,117.35
EFT	08/22/2016	205 Accounts Payable	INTERFLEET INC	294.53
EFT	08/22/2016	206 Accounts Payable	INTERSTATE ALL BATTERY CENTER	125.18
EFT	08/22/2016	207 Accounts Payable	JERICO SERVICES	3,441.48
EFT	08/22/2016	208 Accounts Payable	JOHNSTONE SUPPLY	156.09
EFT	08/22/2016	209 Accounts Payable	LOGAN CONTRACTORS SUPPLY, INC	2,093.37
EFT	08/22/2016	210 Accounts Payable	MENARDS	70.25
EFT	08/22/2016	211 Accounts Payable	METHODIST OCCUPATIONAL HEALTH	3,948.97
EFT	08/22/2016	212 Accounts Payable	METRO WASTE AUTHORITY	39,415.82
EFT	08/22/2016	213 Accounts Payable	O'KEEFE ELEVATOR COMPANY INC	182.00
EFT	08/22/2016	214 Accounts Payable	O'REILLY AUTOMOTIVE INC	19.98

**City of West Des Moines
City Council Report**

Bank Account: WB CONTROLPAY - WB ControlPay
Batch Date: 08/22/2016

Type	Date	Number Source	Payee Name	Transaction Amount
EFT	08/22/2016	215	ACCOUNTS PAYABLE	1,368.66
EFT	08/22/2016	216	ACCOUNTS PAYABLE	333.49
EFT	08/22/2016	217	ACCOUNTS PAYABLE	5,980.00
EFT	08/22/2016	218	ACCOUNTS PAYABLE	4,527.57
EFT	08/22/2016	219	ACCOUNTS PAYABLE	301.86
EFT	08/22/2016	220	ACCOUNTS PAYABLE	6,594.32
EFT	08/22/2016	221	ACCOUNTS PAYABLE	19.34
EFT	08/22/2016	222	ACCOUNTS PAYABLE	2,009.00
EFT	08/22/2016	223	ACCOUNTS PAYABLE	6,000.00
EFT	08/22/2016	224	ACCOUNTS PAYABLE	82.63
EFT	08/22/2016	225	ACCOUNTS PAYABLE	990.00
EFT	08/22/2016	226	ACCOUNTS PAYABLE	355.30
EFT	08/22/2016	227	ACCOUNTS PAYABLE	877.50
WB CONTROLPAY WB ControlPay Totals:				\$258,022.16

EFTs: 47 \$258,022.16

Transactions: 47 \$258,022.16

City of West Des Moines
City Council Report
 Bank Account: WB VENDOR DISB - WB Vendor Disbursement
 Batch Date: 08/11/2016

Type	Date	Number	Source	Payee Name	Transaction Amount
Bank Account: WB VENDOR DISB - WB Vendor Disbursement					
Check	08/11/2016	300619	Accounts Payable	JM IMPRESSIONS ART&DESIGN	7,360.00
Check	08/11/2016	300620	Accounts Payable	LILLY, DARYL A	32,545.00
WB VENDOR DISB WB Vendor Disbursement Totals:					Transactions: 2
Checks:		2			\$39,905.00

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

ITEM: Approval of Liquor Licenses

DATE: August 22, 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. Bradley's Pub, Inc., d/b/a Bradley's Pub, 1300 50th Street, Suite 203 - Class LC Liquor License with Sunday Sales - Renewal
2. Chocolate Storybook Too, d/b/a Chocolate Storybook, 1000 Grand Avenue - Class WB Wine Permit with Sunday Sales - Renewal
3. KRC Partners, LLP, d/b/a Cooper's on 5th, 227 5th Street - Class LC Liquor License with Sunday Sales - Renewal
4. Embassy Club West, LLC, d/b/a Embassy West - Class LC Liquor License with Carryout Wine, Sunday Sales, Outdoor Service, and Catering Privileges - Renewal
5. Fall Foods, Inc., d/b/a Godfathers Pizza, 5919 Ashworth Road - Class B Beer Permit with Sunday Sales - Renewal
6. Richman Enterprises, LLC, d/b/a Krueger BP, 1272 8th Street - Class BC Beer Permit - Renewal
7. CY Heritage Inn of West Des Moines, LLC, d/b/a West Des Moines Courtyard Inn, 410 South 68th Street - Class LB Liquor License with Sunday Sales - Renewal

OUTSTANDING ISSUES (if any): None

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

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

STAFF REVIEWS

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

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

ITEM: Motion - Approval of Order for Violation of Alcohol Laws **DATE:** August 22, 2016

FINANCIAL IMPACT: \$500.00 (positive impact to City)

BACKGROUND:

Pursuant to state law, a municipality is required to assess a \$500.00 fine for a first violation against alcohol permittees who have been found in violation of providing alcoholic beverages to persons under 21 years of age at their respective places of business.

On or about the date referenced on attached Exhibit "A", an employee of the permittee, also referenced on Exhibit "A", was cited for providing alcoholic beverages to persons under 21 years of age. The City of West Des Moines Legal Department sent notice of the violation to the permittee. Since that time, said permittee acknowledged its respective order and returned payment of the fine for the alcohol violation.

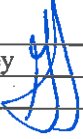


OUTSTANDING ISSUES (if any): None.

RECOMMENDATION:

It is recommended that the City Council approve the Order and accept payment of fine regarding the alcohol violation of the permittee as referenced on the attached Exhibit "A".

Lead Staff Member: Greta Truman, Assistant City Attorney

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	
Date Reviewed	
Recommendation	

EXHIBIT "A"

<u>Licensee</u>	<u>D/B/A</u>	<u>Date of Violation</u>	<u>#Violation</u>
West Des Moines Lodging Investors LLC	Hampton Inn 7060 Lake Drive	February 19, 2016	1st (minors)

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

ITEM: Approval of Extended Sound Permit
Raccoon River Park Nature Lodge
McNitt/O'Brien Wedding

DATE: August 22, 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.

Mollie McNitt and Lance O'Brien have submitted a sound permit application to cover a wedding ceremony/reception at the Raccoon River Park Nature Lodge scheduled for Saturday, September 3, with music lasting until 11:30 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 11:30 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 Wedding at the Raccoon River Park Nature Lodge

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

Date 6/14/16 Fee Received: _____ Permit No. _____

*Applicant's Name: Mollie McWitt / Lance O'Brien *Phone No. 503-613-0645

*Applicant's **Complete** Address (include city/state/zip): 101 S. 49th St. WDM, IA 50265

*Applicant's E-mail Address: lance.pobrien@gmail.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: City of West Des Moines

*Property owner address: Raccoon River Nature Lodge

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.

 *Signature Date

Address of proposed activity: Raccoon River Nature Lodge
 (If in a City park, include name of park)

Describe proposed activity, including time(s), date(s), and number of people attending:
wedding ceremony
9-3-2016
430 pm - 1130 pm

for officiant microphone, 2 songs and 7 singer.

How will the parking for this event be handled? parking lot at Nature Lodge

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 8½" x 11½" 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): _____

Describe what measures will be taken, if any, to minimize the effects of this performance on surrounding property owners. _____

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

10/14/16
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
- Police Department
- City Clerk's Office
- Parks and Recreation Department

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

ITEM: Approval of Extended Sound Permit
Hurd Wedding, 8670 Mills Civic Parkway

DATE: August 22, 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.

Richard Hurd has submitted a sound permit application to cover a wedding ceremony/reception at the Hurd family acreage, located at 8670 Mills Civic Parkway, scheduled for Saturday, September 17, with music lasting until 12:00 a.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 12:00 a.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 Wedding at 8670 Mills Civic Parkway

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 6/29/2016 Fee Received: _____ Permit No. _____

*Applicant's Name: Richard Hurd *Phone No. 515-778-1009

*Applicant's Complete Address (include city/state/zip): 5785 Fairway Dr., WDM, IA 50266

*Applicant's E-mail Address: Richie@HurdRealty.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: Richard Hurd (Hurd Black LLC)

*Property owner address: ~~2200 Foster~~ 8670 Mills Civic Pkwy, WDM, IA

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.

Richard Hurd 6/29/2016
*Property Owner Signature Date

Address of proposed activity: 8670 Mills Civic Pkwy, WDM, IA
(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: Wedding under a tent
Date: September 17, 2016
Begins: 3:30 am Ends: 12:00 am
Number of People: 225

*How will the parking for this event be handled? On our property at 8670 Mills Civic Pkwy + 8550 Mills Civic Pkwy

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.

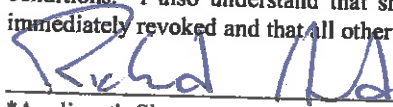
*Attach an 8 1/2" x 11 1/2" sketch plan of the proposed layout of the sound amplification equipment, including the orientation to and approximate distances from the adjoining properties.

*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): We own the property to the east and 8670 Mills is on the corner. We own 40 acres total without residential very close

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

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.



*Applicant's Signature

6/29/2016
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

Police Department

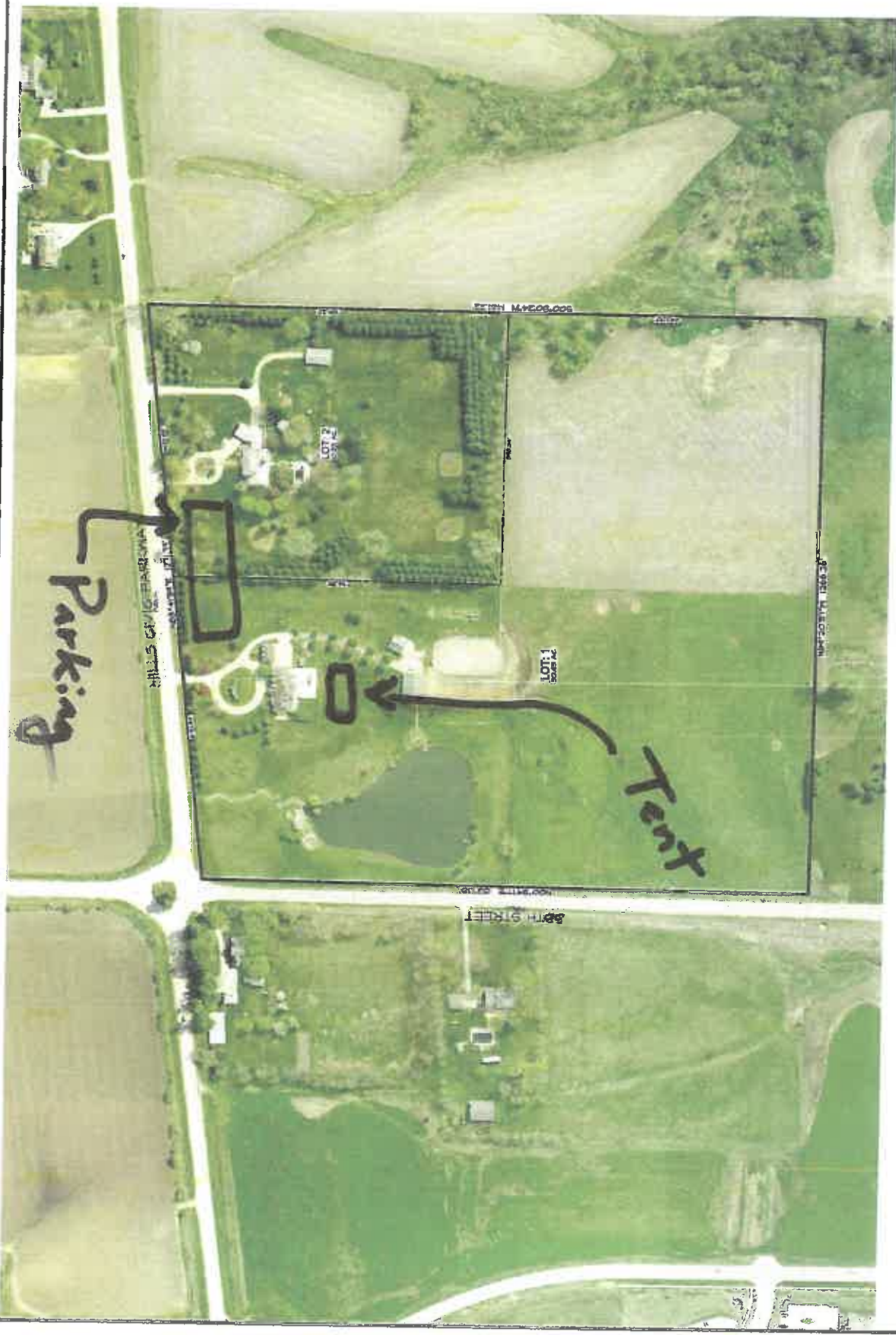
City Clerk's Office

Parks and Recreation Department

DATE	REV. 12.2015	REVISIONS	COMMENTS
1			
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HARD BLACK LLC - 88TH & MILLS
 CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA

PLAT OF SURVEY - EXHIBIT



Parking

Tent

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

ITEM:

DATE: August 22, 2016

Motion – Approve request by West Des Moines Valley and Dowling High Schools to allow parking on grass on school property near Valley Stadium during varsity football games during the 2016 season.

FINANCIAL IMPACT:

The granting of this Motion would have little or no financial impact to the City.

BACKGROUND:

West Des Moines Valley and Dowling high schools have requested that they be allowed to have people attending home varsity football games in 2016, park their vehicles on grass on school property. Athletic department and activities officials from the schools estimate that parking on the designated area of school property grass could accommodate as many as 400-500 vehicles for certain games that generate a lot of fan interest. The schools would be responsible for installing barricades or cones to separate the city and school properties on the City Hall / School campus (see the attached overhead aerial map for the designated parking area). No parking would be allowed on grass on city property near Valley Stadium. The schools' respective football schedules in 2016, including possible playoff games, have been attached to this City Council communication. The parking on school property grass would occur weather permitting.

OUTSTANDING ISSUES (if any): None

RECOMMENDATION:

Approve this Motion to allow parking on grass on school property near Valley Stadium for varsity football games during the 2016 season.

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

STAFF REVIEWS

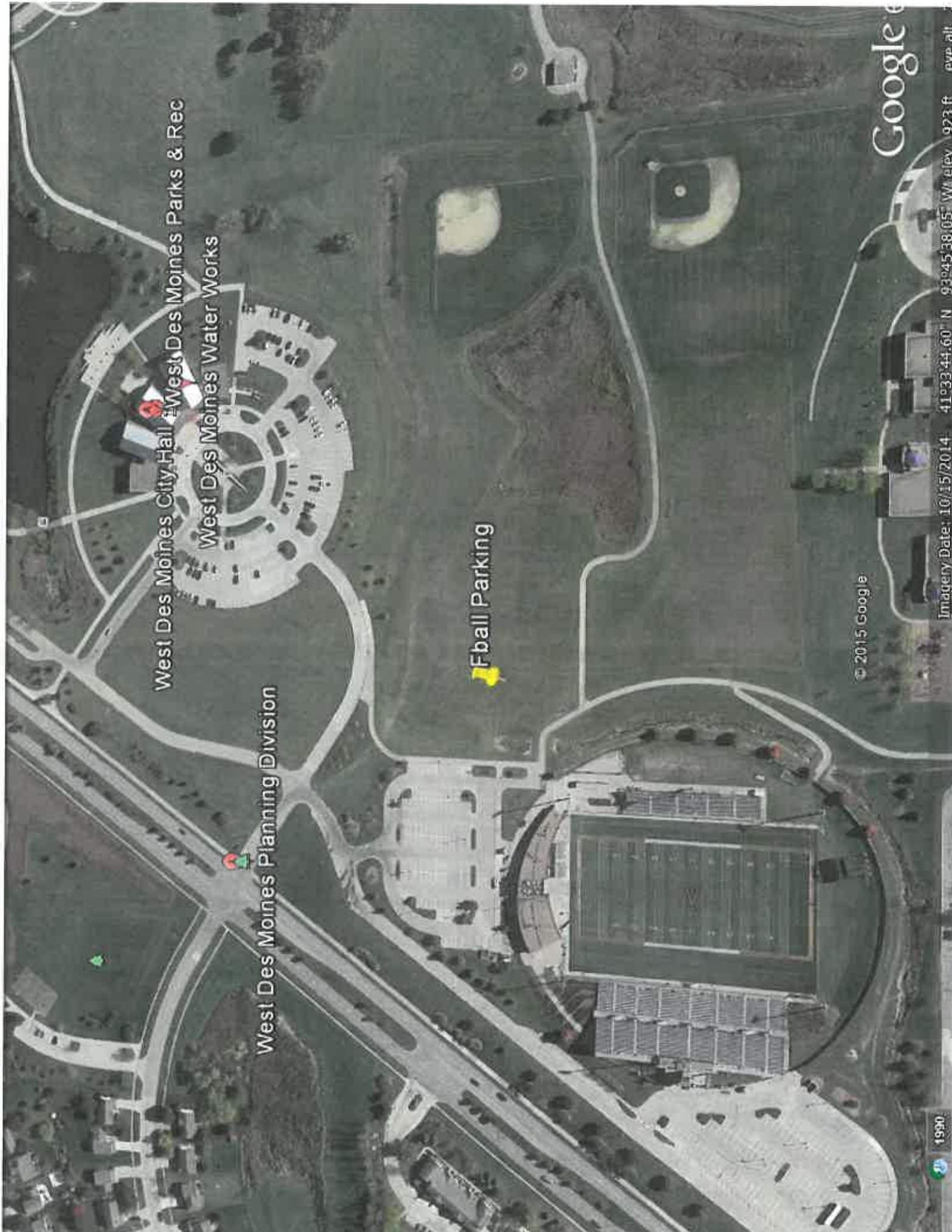
Department Director	Richard J. Scieszinski, City Attorney
Appropriations/Finance	
Legal	
Agenda Acceptance	

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split



West Des Moines City Hall

West Des Moines Water Works

West Des Moines Planning Division

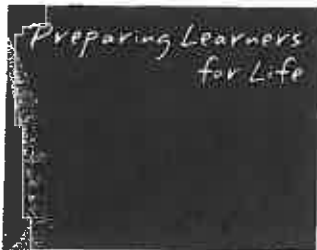
Fball Parking

© 2015 Google

Google

Imagery Date: 10/15/2014 -41°33'44.60" N 93°25'38.05" W Elev. 923 ft eye alt.

1990



**WEST DES MOINES
COMMUNITY
SCHOOLS**

Valley High School
3650 Woodland Avenue
West Des Moines, IA 50266

Phone 515-633-4000
Fax 515-633-4099
www.wdmcs.org
www.facebook.com/wdmvalley

Mr. Tim Miller,
Principal

Mr. David Maxwell,
Associate Principal

Mr. David Perrigo,
Associate Principal

Mrs. Erica Whittle,
Associate Principal

Mr. Brad Rose, CAA,
Activities Director

The West Des Moines
Community School District
will be a caring community
of learners that knows
and lifts every child.
We will inspire joy in learning.
Our schools will excel
at preparing each student
for his or her life journey.

August 17, 2016

Dear Sirs,

West Des Moines Schools and specifically the Athletic Department would like to request permission to park cars on the grass lot directly east of the north parking lot at Valley Stadium for football games listed below. This is a past practice on very busy nights to help alleviate the overcrowding of parking around the stadium and in neighborhoods near to the complex. WDMCS will provide security and parking attendants to monitor the area throughout the night. WDMCS will also not use the area if it is deemed too wet and could damage the property.

Stadium Schedule	Teams
Friday, Aug 26, 2016	Bettendorf at Valley
Friday, Sep 2, 2016	Dowling vs. Urbandale
Friday, Sep 9, 2016	Dowling at Valley
Friday, Sep 16, 2016	Dowling vs Waukee
Friday, Sep 23, 2016	Fort Dodge at Valley Homecoming
Friday, Oct 28, 2016	Playoff
Friday, Nov 4, 2016	Playoff

Thank you for this consideration. Please contact me with any concerns.

Respectfully,

Brad Rose



WDM Valley

Football Varsity Schedule (as of 08-18-16)

Type	Time	Opponent	Location	Comments
Friday, Aug 26, 2016 Game	7:30PM	Bettendorf	Valley Stadium Field	
Friday, Sep 2, 2016 Game	7:30PM	Away vs. Waukee	Waukee Stadium	
Friday, Sep 9, 2016 Game	7:30PM	Dowling Catholic	Valley Stadium Field	
Friday, Sep 16, 2016 Game	7:30PM	Away vs. Johnston	Johnston High School	10th at 4:45 followed by the varsity at 7:30 pm
Friday, Sep 23, 2016 Game	7:30PM	Fort Dodge	Valley Stadium Field	Homecoming
Friday, Sep 30, 2016 Game	7:30PM	Away vs. Southeast Polk	Southeast Polk High School	
Friday, Oct 7, 2016 Game	7:30PM	Away vs. Indianola	Indianola Middle School	
Friday, Oct 14, 2016 Game	7:30PM	Newton	Valley Stadium Field	
Friday, Oct 21, 2016 Game	7:30PM	Marshalltown	Valley Stadium Field	
Friday, Oct 28, 2016 Playoffs	7:00PM	TBA	TBA	



Dowling Catholic

Football Varsity Schedule (as of 08-18-16)

Type	Time	Opponent	Location	Comments
Friday, Aug 26, 2016				
Game	7:00PM	Away vs. Ankeny High School	Northview Middle School	
Friday, Sep 2, 2016				
Game	7:00PM	Urbandale	Valley Stadium	
Friday, Sep 9, 2016				
Game	7:30PM	Away vs. WDM Valley	Valley Stadium	
Friday, Sep 16, 2016				
Game	7:00PM	Waukee	Valley Stadium	Homecoming
Friday, Sep 23, 2016				
Game	7:00PM	Away vs. Sioux City West	Elwood Olsen Stadium	
Friday, Sep 30, 2016				
Game	7:00PM	Des Moines Lincoln	Valley Stadium	
Friday, Oct 7, 2016				
Game	7:00PM	Abraham Lincoln	Valley Stadium	Senior Night
Friday, Oct 14, 2016				
Game	7:00PM	Away vs. Ankeny Centennial High School	Northview Middle School	
Friday, Oct 21, 2016				
Game	7:00PM	Away vs. Ames	Ames High School	

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

4(g)

ITEM:

DATE: August 22, 2016

Motion – Amendment to Professional Services Agreement No. 1
Pedestrian Access Curb Ramps
Bolton & Menk, Inc.

FINANCIAL IMPACT:

The cost of the Professional Services Agreement associated with the design of this project is anticipated not to exceed \$1,400.00 per quadrant of an intersection for standard project improvements with a maximum total fee of \$30,000.00.

Should the cost for the professional services be projected to exceed the lump sum and unit price amounts set forth in the contract, staff would not authorize such expenditures without further approval by the City Council. All work will be billed based upon the fee structure as set forth in the contract.

All costs for these services can be paid from budgeted account no. 500.000.000.5250.495 with the ultimate funding intended to come from Road Use Tax Funds. Work performed on behalf of the West Des Moines Waterworks (WDMWW) will be paid by WDMWW. Staff anticipates that the services included in this contract will be extended to other utility companies doing business in the City of West Des Moines.

BACKGROUND:

Approval of this action authorizes Bolton & Menk, Inc., to perform the design necessary for the Pedestrian Access Curb Ramps.

In 2013 the City and WDMWW undertook a project to streamline and improve the consistency of the design and construction of pedestrian accessible handicap ramps at City street intersections that were disturbed by emergency repairs. A consensus was reached that in order to comply with the requirements of SUDAS Chapter 12 accessibility guidelines and enable the City and WDMWW to return sidewalks to service in a timely fashion, a design professional should be retained. Bolton & Menk, Inc. was selected as the primary design professional for these services and has performed satisfactorily to date. This amendment extends the original agreement through September 30, 2017.

OUTSTANDING ISSUES: None

RECOMMENDATION:

City Council Adopt:

- Motion Approving Amendment No. 1 to the Professional Services Agreement and authorizing City Clerk to execute said amendment.

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 Scieszinki, City Attorney
Agenda Acceptance	RTJ

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Works		
Date Reviewed	August 15, 2016		
Recommendation	Yes	No	Split

AMENDMENT No. 1
TO THE AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
WDM Project Number: 0030-027
On Call ADA Accessible Sidewalks

This AMENDMENT made and entered into this 22 day of August, 2016, by and between the CITY OF WEST DES MOINES, a municipal corporation, hereinafter referred to as "City", and Bolton & Menk, Inc., (Fed. I.D. #41-0832249), 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, hereby amends the original Agreement dated September 30, 2013:

1. SCOPE OF SERVICES

Services as described in the Agreement, Attachment 1, Scope of Services are amended as follows:

No Change.

2. SCHEDULE

The schedule as described in the Agreement, Attachment 2, Project Schedule are amended as follows:

The contract period shall be August 22, 2016 through September 30, 2017.

3. COMPENSATION

Compensation as described in the Agreement, Attachment 3, Schedule of Fees is amended as follows:

The City agrees to pay the Consultant a fee of **\$1,400.00 per intersection quadrant** with a **total fee NOT-TO-EXCEED of \$30,000.00**, including any authorized reimbursable expenses, pursuant to the Schedule of Fees set forth in the Agreement, Attachment 3.

This AMENDMENT is subject to all provisions of the original agreement. This AMENDMENT together with the Agreement represents the entire and integrated AGREEMENT between the City and Consultant, as executed on the date written above.

CONSULTANT

CITY OF WEST DES MOINES

BY: *Matt Ferrier*
Matt Ferrier, Project Manager

BY: _____
Ryan T. Jacobson, City Clerk

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

ITEM: Approval of Policy for Redevelopment Incentive **DATE:** August 22, 2016

MOTION: Approval of Resolution creating a policy for redevelopment incentives

FINANCIAL IMPACT: The cost of the program would be supported by tax increment revenues from new property valuation.

SYNOPSIS: At the July 11, 2016 City Council workshop, the Council’s primary discussion on this redevelopment policy centered on what areas of the City that the policy should be applicable to.

After receiving considerable input from the F&A Subcommittee members, staff made a number of changes to the policy statement.

The first change was to the eligible areas. After driving most of the community, the Subcommittee arrived at the attached map, Attachment I. Rather than use existing and proposed urban renewal areas, their approach was to designate corridors, particularly in areas where buildings would be in the 15-20 year or older range.

The second major change was removal of stormwater drainage systems. The Subcommittee felt that we should look at programs directly targeted toward addressing that issue.


The third major change and probably the most significant was in the amount of the rebate that would be granted. Previously, the policy had addressed a five year sliding scale starting at 75% and decreasing by 15% each year thereafter. The Subcommittee’s recommendation is that the rebate be 100% for a five year time frame.

The Finance and Administration City Council Subcommittee directed staff to bring the proposal forward with the changes that have been proposed.

RECOMMENDATION: That the City Council approve a Resolution creating a redevelopment incentive policy utilizing new tax increment revenues from new/renovation valuation.

Lead Staff Member: Clyde Evans, AICP, Director of Community and Economic Development

STAFF REVIEWS

Department Director	Clyde Evans, Community and Economic Development Director	
Appropriations/Finance	MS	
Legal		
Agenda Acceptance	RTJ	

PUBLICATION(S) (if applicable)

Published In	N/A
Date(s) Published	
Letter sent to surrounding property owners	

SUBCOMMITTEE REVIEW (if applicable)

Committee	F&A		
Date Reviewed	August 10, 2016		
Recommendation	Yes	No	Split
	<input checked="" type="checkbox"/> X	<input type="checkbox"/>	<input type="checkbox"/>

Attachments:

Exhibit I - Redevelopment policy statement

Exhibit II Resolution

Property Tax Rebate Program (*Pilot*)

Program: Property Tax Rebate Program (PTR) (*Pilot*)

Purpose: To encourage and provide assistance to property owners in the renovation and redevelopment of vacant or underutilized retail, office, mixed use and industrial buildings and sites.

Projects eligible for funding include but are not limited to major renovation of structural elements of the building, including

1. total renovation and rehabilitation of underutilized building areas;
2. awning and facade improvements;
3. additions to existing buildings;
4. the construction of new buildings;
5. repair and renovation of major elements of the building;
6. fire sprinkler systems;
7. ADA compliance;
8. upgrades to or installation of fire suppression systems, including range hoods;
and
9. installation of fats, oil, and grease tank installation.

Any building(s) or site(s) in question must be either planned or used as a retail, office, mixed use, or industrial use.

For the purposes of this program, a mixed use building is one where a mix of retail/office/residential uses are contained within the footprint of the building.

This program may not be used in combination with the Regulatory Compliance Funds (RCF), or the Property Improvement Fund (PIF).

Eligible Areas: Only within the designated areas as identified on the attached map.

Program Funding: Properties owners within the designated areas are eligible to apply for a property tax rebate.

The property tax rebate will be based on a five-year 100% rebate of the tax increment revenues generated by the agreed upon construction/upgrades/replacements with all rebates being subject to a non-appropriation in any given year. This schedule shall be followed unless an alternate schedule is adopted by the City Council.

The incentive will only be given on new taxable valuation as determined by the county assessor.

Program Mechanics: Property owners wishing to apply for funding through the PTR would submit an application to the Community and Economic Development Department. Staff would review the application and submit it to the Finance and Administration City Council Subcommittee for a

recommendation which will be forwarded to the City Council for ultimate action to approve or deny the request.

If the project is approved for funding, the property owner will be required to submit documentation of the estimate of project expenses before the start of construction or renovation activities.

In addition, the property owner will be required to enter into a development agreement with the City. As part of the development agreement, the property owner will commit to creating or retaining a minimum of five (5) FTE's in the first two years following completion of the construction/redevelopment/renovation work, and retain those positions for life of the rebate.

As part of the development agreement, the property owner must commit to the City that they will undertake at least \$500,000 worth of construction/upgrades/replacements to the property.

Upon completion of the upgrades, the property owner will document, to the satisfaction of the City that the upgrades have occurred to the property.

Only after satisfying the City that the work was completed and that it did meet the \$500,000 threshold, will the City initiate the rebate program for that respective building(s) or site.

The property owner receiving the property tax rebate must waive their right to any other property tax rebate/abatement contained in the State of Iowa or City Code.

The approval of this program does not imply that any legal entitlement is granted or that any business or property owner that meets the identified requirements will be offered the incentive.

The City Council at its sole discretion shall be responsible for consideration and potential approval of the incentive.

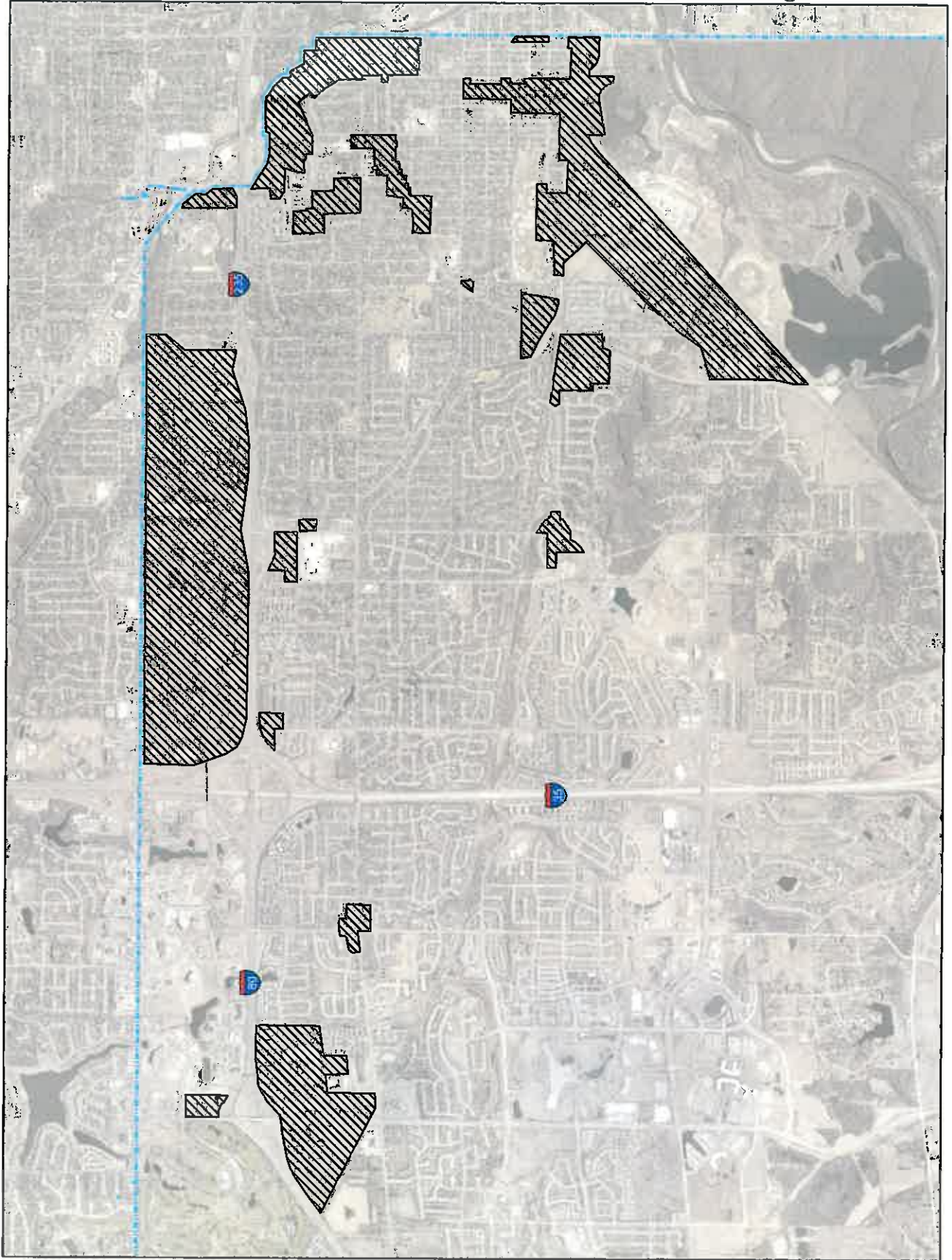
Funding Source: The source of funding for this program shall be the property tax increment generated by the increase in property valuation.

Timeline: The Pilot program shall run until December 31 of 2018. At that time the F&A City Council Subcommittee shall evaluate the Program for its effectiveness, and then make a recommendation to the full City Council as to whether the Program should be continued or be allowed to sunset.

Corporate Limit



Eligible Area



City of
West Des Moines

Prepared by: Clyde Evans, Community & Economic Development, PO Box 65320, W.D.M., IA 50265-0320, 515-273-0770
When Recorded, Return to: City Clerk, City of West Des Moines, PO Box 65320, West Des Moines, IA 50265-0320

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA ESTABLISHING AN ECONOMIC INCENTIVE POLICY FOR REDEVELOPMENT IN CERTAIN AREAS OF THE CITY

WHEREAS, the City Council of the City of West Des Moines, Iowa wishes to promote economic development within the City of West Des Moines;

WHEREAS, the continued quality growth of retail/office/mixed use/industrial users within the City aids in the creation of jobs; increase in tax base; and the general economic well-being of the City;

WHEREAS, the City Council has the opportunity to influence the location and/or expansion decision of the owners of property in certain older areas of the City;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WEST DES MOINES DOES ENACT THE FOLLOWING ECONOMIC DEVELOPMENT INCENTIVE POLICY:

The City of West Des Moines City Council may, at its sole discretion, offer the following incentive to those companies wishing to initiate, relocate, or retain their businesses in the City of West Des Moines. The City Council is in no way obligated to offer this incentive to any property owner that meets the following requirements of the Property Tax Rebate program:

Program: Property Tax Rebate Program (PTR) (*Pilot*)

Purpose: To encourage and provide assistance to property owners in the renovation and redevelopment of vacant or underutilized retail, office, mixed use and industrial buildings and sites.

Projects eligible for funding include but are not limited to major renovation of structural elements of the building, including

1. total renovation and rehabilitation of underutilized building areas;
2. awning and facade improvements;
3. additions to existing buildings;
4. the construction of new buildings;
5. repair and renovation of major elements of the building;
6. fire sprinkler systems;
7. ADA compliance;
8. upgrades to or installation of fire suppression systems, including range hoods;
and
9. installation of fats, oil, and grease tank installation.

Any building(s) or site(s) in question must be either planned or used as a retail, office, mixed use, or industrial use.

For the purposes of this program, a mixed use building is one where a mix of retail/office/residential uses are contained within the footprint of the building.

This program may not be used in combination with the Regulatory Compliance Funds (RCF), or the Property Improvement Fund (PIF).

Eligible Areas: Only within the designated areas as identified on the attached map.

Program Funding: Properties owners within the designated areas are eligible to apply for a property tax rebate.

The property tax rebate will be based on a five-year 100% rebate of the tax increment revenues generated by the agreed upon construction/upgrades/replacements with all rebates being subject to a non-appropriation in any given year. This schedule shall be followed unless an alternate schedule is adopted by the City Council.

The incentive will only be given on new taxable valuation as determined by the county assessor.

Program Mechanics: Property owners wishing to apply for funding through the PTR would submit an application to the Community and Economic Development Department. Staff would review the application and submit it to the Finance and Administration City Council Subcommittee for a recommendation which will be forwarded to the City Council for ultimate action to approve or deny the request.

If the project is approved for funding, the property owner will be required to submit documentation of the estimate of project expenses before the start of construction or renovation activities.

In addition, the property owner will be required to enter into a development agreement with the City. As part of the development agreement, the property owner will commit to creating or retaining a minimum of five (5) FTE's in the first two years following completion of the construction/redevelopment/renovation work, and retain those positions for life of the rebate.

As part of the development agreement, the property owner must commit to the City that they will undertake at least \$500,000 worth of construction/upgrades/replacements to the property.

Upon completion of the upgrades, the property owner will document, to the satisfaction of the City that the upgrades have occurred to the property.

Only after satisfying the City that the work was completed and that it did meet the \$500,000 threshold, will the City initiate the rebate program for that respective building(s) or site.

The property owner receiving the property tax rebate must waive their right to any other property tax rebate/abatement contained in the State of Iowa or City Code.

The approval of this program does not imply that any legal entitlement is granted or that any business or property owner that meets the identified requirements will be offered the incentive.

The City Council at its sole discretion shall be responsible for consideration and potential approval of the incentive.

Funding Source: The source of funding for this program shall be the property tax increment generated by the increase in property valuation.

Timeline: The Pilot program shall run until December 31 of 2018. At that time the F&A City Council Subcommittee shall evaluate the Program for its effectiveness, and then make a recommendation to the full City Council as to whether the Program should be continued or be allowed to sunset.

Passed and approved by the City Council on the 22, day of August, 2016

Steven K. Gaer, Mayor

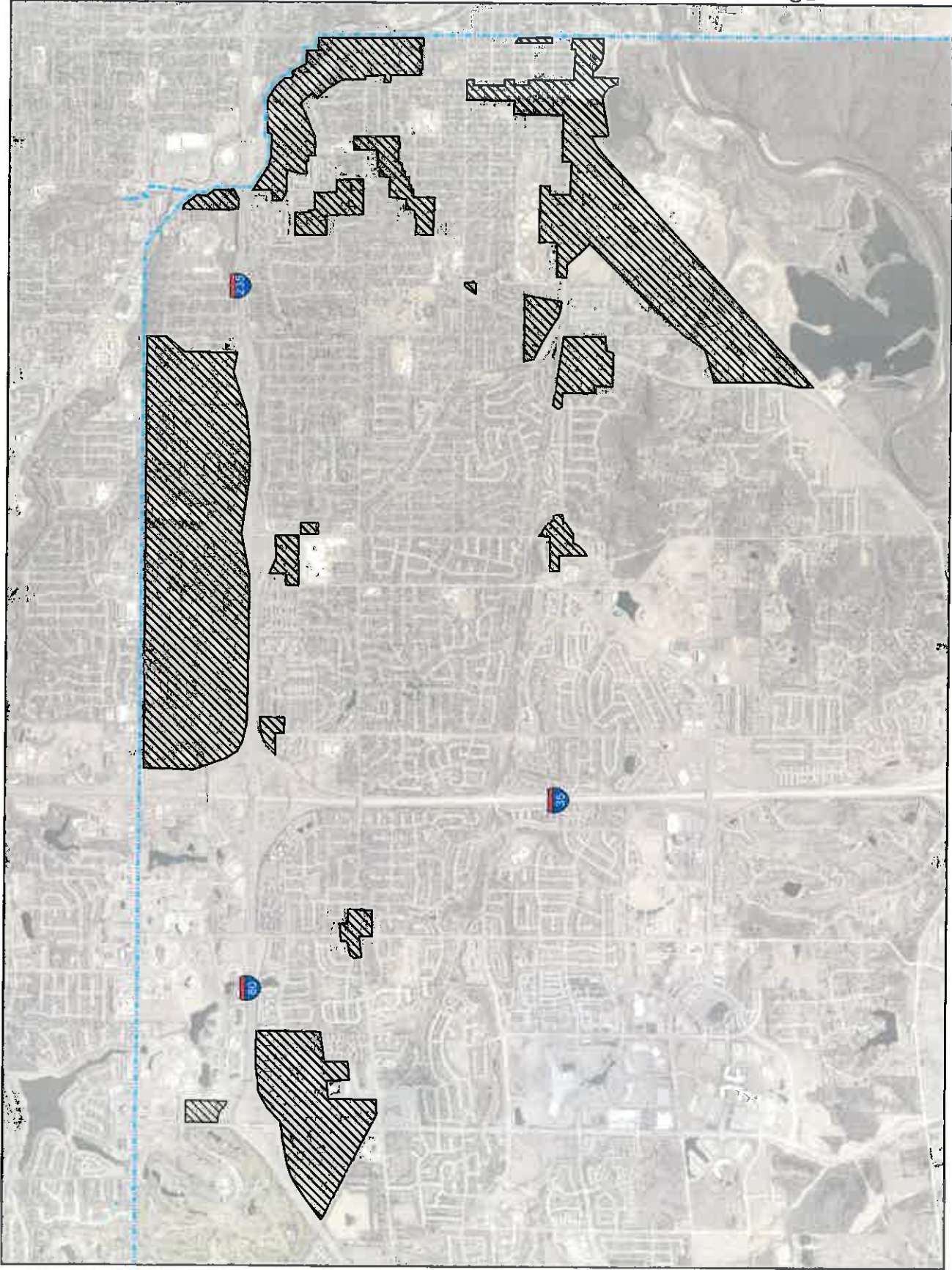
ATTEST:

Ryan T. Jacobson, City Clerk

Corporate Limit



Eligible Area



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

ITEM: Purchase and Financing of Mobile Data Computers

DATE: August 22, 2016

FINANCIAL IMPACT: Total purchase price for the Mobile Data Computers (MDC) is \$643,214.04 and will be paid from account 410.120.132.5400.750, which is the E911 Fund for WestCom. No general funds will be used. Because E911 funds are received in regular increments, financing for the project using a lease or loan with regular installment payments makes sense. The City last upgraded the MDC units in 2010 and used a lease/purchase program at that time. They are now fully paid and the units are assets of the City.

The WDM Finance Department asked for a lease financing package from the preferred vendor and Panasonic was able to offer financing at a rate of 3.5% over five years. Given the City's recent RFP for banking services, it was deemed appropriate by staff to ask the City's financial institution for a competitive quote on a collateralized loan and West Bank was able to provide financing at a rate of 2.5% over five years. Total interest over the term of the loan would be approximately \$42,000. The City's Finance Committee and the WestCom Committee have recommended the West Bank loan.

It should be noted that installation of the equipment in the vehicles will be the responsibility of each agency. It has been proposed that the existing units would become property of each department and they are welcome to repurpose or dispose of them at their discretion. Estimated value of the existing units is approximately \$100 each.

BACKGROUND: WestCom was created through a 28E Agreement to provide common dispatching services and includes the cities of Clive, Norwalk, Urbandale, and Waukee. The Agreement calls for the City of West Des Moines acts as the lead agency and thus the WDM City Council has approval authority for major purchases and financing matters related to the operations of WestCom. With this item, the Council is asked to approve the purchase of over 100 new Mobile Data Computers (MDC) for use by the WestCom system. Council is also being asked to approve financing for the project in the form of a bank loan. This purchase and financing will allow public safety agencies in each of the cities to replace the existing six-year-old laptop units in each of in the public safety vehicles.

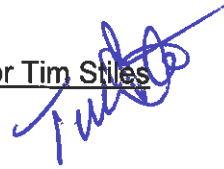
The proposed purchase will allow flexibility to assure that the public safety vehicles are equipped with the appropriate technology to allow the public safety departments to meet standards of service and remain fully compatible with the newly-purchased dispatching system. Representatives of the WestCom agencies, WestCom staff, and City of WDM Information Technology staff, spent approximately 18 months evaluating options for MDC units and the preferred selection is the Panasonic Toughbook CF-20.

The selected unit is a tablet/laptop combination which is rugged and durable. They will allow for the direct dissemination of 911 and Computer Aided Dispatch data into the emergency responders vehicles. The will also provide the public safety officials the ability to perform queries and reporting from their vehicles and to be in constant contact with the dispatch center.

RECOMMENDATION: That the Council approve the MDC purchase and financing plan as presented, and that Council authorize the WestCom Chief and Finance Director to review and approve documents to complete the actions on behalf of the City.

Lead Staff Members: Chief Jeff Dumermuth / Finance Director Tim Stiles

JO by TS



STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Westcom Mgmt Committee & Finance Committee		
Date Reviewed	07/14/16 & 5/18/16		
Recommendation	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	

RESOLUTION NO. _____

Resolution approving the purchase of Mobile Data Computers for WestCom, and Financing of same through a loan from West Bank

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA, that staff from each of the WestCom agencies has researched the possible vendors for purchase of Mobile Data Computers (MDC) to deploy for use in each agency's public safety vehicles, and

WHEREAS, staff desires to enter into a purchase agreement with Panasonic for same at a total cost of \$643,214.04, and

WHEREAS, staff desires to fund the purchase through a competitive loan note offered by West Bank, the City's Banking Service provider,

NOW, THEREFORE, BE IT RESOLVED

BY THE COUNCIL OF THE CITY OF WEST DES MOINES, IOWA, that the purchase of the MDC units is approved, and

BE IT FURTHER RESOLVED that the proposed financing arrangement is approved and the City Finance Director is authorized to execute necessary documents on behalf of the City.

PASSED AND APPROVED, this 22nd day of August, 2016.

Steven K. Gaer, Mayor

ATTEST:

Ryan Jacobson, City Clerk



QUOTATION

Quote Number: 12502
 Quote Date: 07/29/2016

Main Phone: 641-227-2222
 Email: sales@keltekinc.com
 Address: PO Box 14 Baxter, IA 50028

Quote Total: 643,213.90

Quoted To:
 Westcom
 PO Box 65320
 West Des Moines
 IA 50265

Ph:

Deliver To:
 WESTCOM
 805 Mills Civic Pkwy
 West Des Moines
 IA 50266
 ATTN: Rob Dehnert

Quote Notes:

Account	Customer Contact	Order Ref	Qty	Rep	Quote Valid For
100809	Jason Hill	P. CF-20 Solutio	2	KM	30 Days
Item Code	Item Description	Quantity	List	Unit Price	Line Total
	<i>Westcom CF-20 Solutions</i> <i>Jeff Dumermuth, Jeff.DUMERMUTH@wdm.iowa.gov, (515) 202-1680</i> Computer				
CF-20C5-01VM	Toughbook 20 Premier Bundle ***See Literature for Details** Computer Dock - 1 Hr	124.00	\$5054.00	35.00	\$407352.40
CF-CDS20VM01	Panasonic vehicle dock (dual pass) for CF-20. Keyed alike.	124.00	\$1018.00	15.00	\$107297.20
PA1580-1921	Lind DC Power Adapter, 120watt Panasonic, 3' Output, 3' Input CF-20, CF-31, CF-54 Computer, Antenna - 1 Hr Agency Defined Computer, GPS - .5 Hrs Integrated in ToughBook Computer, Accessories - .5 Hrs Agency Defined Computer, Mounting - 2.5 Hrs None Computer, Professional Services - 1 Hr	124.00	\$132.81	0.00	\$16468.30
CF-S09TFMFDSVC	Life-Cycle Solutions Consulting Service	124.00	\$259.00	0.00	\$32116.00
CF-SVCPSY5	4th and 5th Years Public Safety Bundle Service Ext	124.00	\$645.00	0.00	\$79980.00

Complete Shipments vs Partial - KELTEK only ships complete orders unless partials are specifically requested (shipments may be from multiple manufacturers). Partial shipments may result in multiple shipments and multiple invoices with payment terms starting at time of invoice.

Returns: Special order item sales are final. Returns need to be completed within 90 days of invoice. All returns are subject to a 50% restocking fee or a replacement order of 1.5 times the original order amount. Items need to be unopened and in original packaging. Please contact your inside sales rep for RA information.

Subtotal:	643,213.90
Sales Tax:	0.00
Grand Total:	643,213.90

Warranty: Please contact your inside sale rep for details.

Payment Method: KELTEK accepts cash, check, Visa or Mastercard. There is a 2.31% processing fee for use of a credit card. Prepayment required if new account or no terms.

Panasonic recommends Windows

Panasonic



TOUGHBOOK 20

- 10.1" Fully Rugged PC For Use as a Laptop or Tablet
- Sunlight-viewable Display Works With or Without Gloves
- Optional Bridge Battery Enables Hot-swap Battery Replacement for Continuous Use
- Integrated 2nd Battery, SmartCard, Barcode, Magstripe, Fingerprint, Serial Options and More¹
- Removable Battery
- Built-in Handle Also Functions as a Kickstand

IP65

MSRP
\$106

THE WORLD'S FIRST FULLY RUGGED DETACHABLE LAPTOP.

The Toughbook 20 is the first fully rugged detachable PC with a removable keyboard that quickly transforms from a laptop into a fully functioning tablet with just one hand. At only 3.9 pounds, it's good on the go with a clever built in handle that also functions as a kickstand, an optional bridge battery allows hot swappable battery replacement while running without disruption and the broadest range of ports and integrated options in its class. The Toughbook 20 display can be used with or without gloves and its sunlight-viewable 800 nit IPS display with direct bonding enables wider viewing angles and richer colors.

1.800.662.3537
us.panasonic.com/toughbook/20

TOUGHBOOK



Panasonic recommends Windows.

SOFTWARE

- Win 10 Pro (available Windows 7 Professional downgrade option)
- Panasonic Utilities (including Dashboard)

DURABILITY

- Designed for MIL-STD-810G (drop, shock, vibration, rain, dust, sand, altitude, freeze/thaw, high/low temperature, temperature shock, humidity, explosive atmosphere)
- Designed for MIL-STD-461F
- IP65 sealed all-weather design
- Optional hazardous location class I division 2, groups ABCD certified model¹
- Solid state drive heater
- Magnesium alloy chassis encased with ABS and elastomer edges
- Built-in dual purpose handle & kickstand
- Removable battery
- Optional rotating hand strap
- Reinforced locking port covers
- Raised bezel for LCD impact protection
- Preinstalled replaceable screen film

CPU

- Intel® Core™ m5-6Y67 vPro™ Processor
- ~1.10GHz with Turbo Boost up to 2.89GHz
- ~4MB Cache

STORAGE & MEMORY

- 8GB SDRAM (DDR3L - 1600MHz)^{2,3}
- 128GB SSD with heater⁴
- Optional 256GB/208GB SSD with heater^{4,5}
- Optional DPAL encrypted SSD with heater (future availability)

DISPLAY

- 10.1" WXGA 1920 x 1200
- 10-point capacitive gloved multi touch
- 10-point capacitive gloved multi touch + digitizer
- 2-800 nit
- IPS display with direct bonding
- Anti-reflective (AR) and anti-glare (AG) screen treatments
- Intel HD Graphics 515
- Dual monitor support
- Concealed mode (configurable)

AUDIO

- Integrated dual array microphone
- Intel® High Definition Audio compliant
- Integrated speaker
- On-screen and button volume controls

KEYBOARD & INPUT

- Multi Touch or Multi Touch + Digitizer
- Both support gloves and rain mode
- 7 tablet buttons (2 user-definable A1/A2 buttons)
- Waterproof IP65 stylus pen, integrated stylus holder and tether
- On-screen QWERTY keyboard
- 82-key with dedicated Windows® key
- Emissive backlit keyboard
- Pressure-sensitive touchpad with multi touch

CAMERAS

- 1080p webcam with dual array mic
- Optional 6MP rear camera with autofocus, triple LED flash and camera on/off indicator

INTERFACE & EXPANSION

- On the tablet:
 - USB 3.0 x1 (optional 2nd USB^{6,7})
 - USB 3.0 is high powered 1.5A USB (supports Always on USB, USB rapid charging)
 - MicroSDXC
 - HDMI
 - 10/100/1000 Ethernet
 - Optional Serial (True)⁸
 - Headphone/speaker
 - Micro-SIM
- On the keyboard dock:
 - USB 3.0 x2, USB 2.0 x1
 - SDXC
 - HDMI
 - VGA
 - 10/100/1000 Ethernet
 - Serial (USB)

WIRELESS

- Optional 4G LTE multi carrier mobile broadband with satellite GPS⁹
- Optional dedicated GPS (u-blox NEO M8N)¹⁰
- Intel® Dual Band Wireless AC8260 Wi-Fi 802.11a/b/g/n/ac
- Intel® Pro Wireless Display (WID4)
- Bluetooth® v4.1 (Class I) + EDR
- Security
 - Authentication: LEAP, WPA, 802.1x, EAP-TLS, EAP-FAST, PEAP
 - Encryption: CKIP, TKIP, 128-bit and 64-bit WEP, Hardware AES
- Dual high-gain antenna pass-through

POWER SUPPLY

- Li-Ion battery pack:
 - Standard in tablet; optional 2nd battery in keyboard dock
 - ~11.4V, 2600mAh (each battery)
 - Battery operation: Full shift with optional 2nd battery¹¹
 - Battery charging time: Approximately 3 hours (3.5 hours with optional 2nd battery)
 - Optional bridge battery: 1 minute hot swap time

POWER MANAGEMENT

- Suspend/Resume Function, Hibernation, Standby

Panasonic

SECURITY FEATURES

- Password Security, Supervisor, User, Hard Disk Lock
- Kensington cable lock slots x2 (on tablet and keyboard dock)
- Trusted platform module (TPM) security chip v.1.2
- Absolute® Data & Device Security (DDS), formerly Absolute Computrace® in BIOS¹²
- Optional Fingerprint reader¹³
- Optional Insertable SmartCard reader¹⁴
- Optional Contactless SmartCard/NFC reader¹⁵
 - ISO 14443 A/B compliant

WARRANTY

- 3-year* limited warranty, parts and labor

DIMENSIONS & WEIGHT

- 10.7" L x 6.2" W x 1.3" (H)¹⁶
- 3.9 lbs.¹⁷

HAZARDOUS LOCATION CERTIFICATIONS¹

- ANSI/ISA 2.12.01-2013
- Optional class 1 division 2, groups ABCD certified model

INTEGRATED OPTIONS¹⁸

- Choice of dedicated GPS or 4G LTE multi carrier mobile broadband with satellite GPS
- Choice on tablet of 1D/2D capable barcode reader (N6403), serial (True), or second USB 2.0 port¹⁹
- Choice on tablet of magstripe reader, insertable SmartCard reader, contactless SmartCard/NFC reader or fingerprint reader¹³
- 6MP rear camera
- Bridge battery
- 256/128GB SSD with heater
- DPAL encrypted SSD with heater (future availability)

ACCESSORIES²⁰

- AC Adapter (3-prong)
- Battery Pack
- 4-Bay Battery Charger
- LiND Car Adapter 120V
- ToughMate ModuFlex 20 Case
- ToughMate Core/Universal Carrying Case
- ToughMate Backpack
- Rotating Hand Strap
- Desktop Dock
- Vehicle Cocks
- Multi Touch Replacement Water proof Stylus
- Multi Touch + Digitizer Replacement Water proof Stylus
- Tether
- 10.1" LCD Protector Film

Please consult your reseller or Panasonic representative before purchasing.

¹ Hazardous Location model, Contactless SmartCard/NFC, Magstripe and Fingerprint readers available only Summer 2015.

² USB = 1,000,000,000 bytes.

³ Total media necessary will be less depending upon actual system configuration.

⁴ Barcode, Serial (True) and 2nd USB 2.0 Port are mutually exclusive.

⁵ Serial, 2nd USB and the Magstripe reader integrated options increase the overall height and prohibit use in convertible mode.

⁶ Dedicated GPS and 4G LTE are mutually exclusive.

⁷ Battery operation and recharge times vary based on many factors, including screen brightness, applications, features, power management, battery conditioning and other customer preferences. Battery testing results from Notebook 2007.

⁸ Negative voltages and activation to enable theft protection.

⁹ Magstripe, Insertable SmartCard, Contactless SmartCard/NFC and Fingerprint Readers are mutually exclusive.

¹⁰ Includes tablet and keyboard dock with handle. Tablet when detached is 10.7" (L) x 7.7" (W) x 1.3" (H). Serial, 2nd USB, Magstripe reader integrated options increase overall height and prohibit use in convertible mode.

¹¹ Includes tablet and keyboard dock with handle. Tablet when detached is 2.1 lbs. Optional 2nd Battery weighs 0.4 lbs.

¹² Accessories and integrated options may vary depending on your configuration. Visit the Panasonic website for more accessories and details.



TOUGHBOOK

1.800.662.3537

us.panasonic.com/toughbook/20

Panasonic is constantly enhancing product specifications and accessories. Specifications subject to change without notice. Trademarks are property of their respective owners. ©2015 Panasonic Corporation of North America. All rights reserved. Toughbook 20 Spec Sheet_11/15

PUBLIC SECTOR SERVICE PACKAGE: SERVICE OVERVIEW

Services included in the Public Sector Service Package for the Toughbook 19, 31, 54 and 20.

Deployment Services

Panasonic's Deployment Services are an effective and efficient management solution for your organization. Deployment Services can place "ready to use" Toughbook® and Toughpad® computers in your hands right out of the box. Panasonic's Deployment Team will work directly with you to provide a deployment solution specific to your needs. Whether you need custom imaging, asset tagging, branding or kitting, with our selection of deployment options, we are sure to find a solution for your project.

- **Disk Image Management** – Once the Gold Image has been confirmed and used for Deployment services, the NSC will retain the Customer Image on file. Our Image Server has several elements of redundancy and back up to ensure 100% availability, in addition to having no access outside of our company's internal technical network to maximize Security. Customers may update their Gold Image on file as often as they see fit up to once per quarter. Once the new Gold Image has been updated, that Image can be supplied via HDD, FTP or DVD to the NSC to replace the prior version. This Gold Image will be utilized for imaging all units arriving to the NSC for service that need a replacement HDD, a reimage to solve a software issue, or a Total Loss Replacement at no additional charge to the customer. This service ensures that all units returning to the field are not only ready for immediate field use from a hardware standpoint, but also the software as well. Minimizing the impact of a Toughbook repair on the customer's internal IT resources.
- **48 Hour Burn In Testing** – Most electronic components fail within the first 48 hours of usage. The National Service Center will stress test the units running them under heavy load for 48 straight hours. This ensures a zero percent failure rate at deployment.
- **Initial Imaging of the Fleet** – Burn in your gold image onto your fleet before they arrive. This allows your units to be deployment ready as soon as they arrive.
- **Asset Tracking** - Panasonic's Asset Management system gives your organization's administrators a flexible way to view all your computer assets. We will enter your organization's information into our database as part of the deployment process. Our web-based tool makes it easy for your organization to print reports and quickly change user and asset information. Your administrators will have the ability to track and report on your organization's Toughbook/Toughpad assets as well as other mobile deployment-related assets. The system's reports are completely flexible and can be sorted by unit type, unit class, department, asset number and cost center. The most commonly used reports are Asset Detail, Asset Summary, Entitlement and Out-of-Warranty.
- **Online Service Analysts** - The Panasonic On-Line Customer Portal is a web based application that offers real-time 24/7 visibility into repair history, canned reports, repair status, and alerts. In addition it gives the ability for customers to generate their own RMAs with ease. There are several levels of permission allowing the Customer to assign and administrator, yet also have peripheral users that can only access specific areas of the site, data or process options. Set up and on-going training is included as well via the NSC.



(Note: this is the new CF-S09SLC3 SKU going forward)

TOUGHPAD®

TOUGHBOOK®

Protection Plus Services

The Protection Plus warranty provides your organization with added peace of mind. It covers repairs that result from accidental damage during regular use. Items not covered include damage from intentional acts, fire, loss, theft, normal wear (cosmetic) not affecting functionality, improper maintenance, and modification by anyone other than our National Service Center or a Panasonic Authorized Service Provider, and damage that is attributable to acts of God.

All system components, except consumable items, are covered under this warranty. Consumable items include the battery, battery charger, stylus pens and printing on the keyboard. Panasonic may elect to repair or replace the damaged unit, at our discretion, with a model of equal or greater value. This warranty requires that a complete list of model numbers and serial numbers be submitted at the time of purchase.



Hard Drive Warranty Services

Panasonic's Hard Drive Warranty allows your organization to keep the hard drive when we send out a replacement hard drive to your user, or when your computer needs to be sent to our National Service Center. This ensures the security of sensitive data in line with HIPPA or CJIS requirements. All Toughbook® computers come with our Priority Exchange program as part of the Standard Toughbook Warranty to get user-replaceable parts to our organization quickly. Typically, our Priority Exchange program requires your user to return the replaced part. The Hard Drive warranty eliminates that requirement.



Please contact your Panasonic Representative, Sam DiGirolamo - 847.668.8678 - for more information.

TOUGHPAD®

TOUGHBOOK®

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

4(j)

DATE: August 22, 2016

ITEM: Resolution – Approval of West Des Moines Deer Management Zone – 4105 & 4109 Quail Park Drive

FINANCIAL IMPACT: None

BACKGROUND: The owners of property located at 4105 and 4109 Quail Park Drive have requested the establishment of West Des Moines Deer Management Zones on their private property so that controlled bowhunting can occur. A map showing the location is attached.

The hunting ordinance (Title 5, Chapter 2, Offenses, Section 30, "Hunting") allows for the City to designate West Des Moines Deer Management Zones (WDMDMZ) on private property within the city limits by a resolution of the City Council. Hunting within these zones must take place according to the regulations established in Section C of the hunting ordinance.

All surrounding property owners within 370 feet of the proposed WDMDMZ were noticed by mail (see attached notice dated 7/26/16) and invited to provide comments. Ten e-mails were received with nine of them being in support of the WDMDMZ and one being against. Copies of the e-mails are attached.

If approved, Staff will be working closely with the property owners to select a maximum of two hunters that meet all qualifications of the City Controlled Bowhunt and to issue City hunting permits. Hunting could start as early as September 17, 2016 with the season ending on January 29, 2017. An orientation will take place with each hunter to insure that they are knowledgeable of the City Controlled Bowhunt rules and regulations prior to any hunting.



A representative of the neighborhood, Mr. Tim Pratt (4108 Timberwood Drive), attended the August 5, 2016 Public Safety Committee meeting where Councilmember Mickelson approved the establishment of the zone. Councilmember Trimble reserved his approval until he had an opportunity to communicate further with the residents surrounding the proposed zone.

OUTSTANDING ISSUES: None

RECOMMENDATION: That the Council approve the Resolution.

Lead Staff Member: Sally Ortgies 

STAFF REVIEWS

Department Director	 for Gary Scott
Appropriations/Finance	
Legal	
Agenda Acceptance	

PUBLICATION(S) (if applicable)

Published In	N/A
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Safety		
Date Reviewed	8/5/16		
Recommendation	Yes	No	Split

**RESOLUTION
DESIGNATING A WEST DES MOINES DEER MANAGEMENT ZONE**

WHEREAS, Section 5-2-30 of the West Des Moines City Code (1999) provides that the City Council may designate by resolution areas within the City as a West Des Moines Deer Management Zone to allow the controlled bowhunting of deer within such a zone under the rules of that section to control the deer population within the City; and

WHEREAS, said designation may occur on private property; and

WHEREAS, there is currently a need to control the deer population in and around the properties designated in the attached exhibit "A"; and

WHEREAS, the owners of the designated properties have voluntarily requested to have their properties included in the West Des Moines Deer Management Zone.

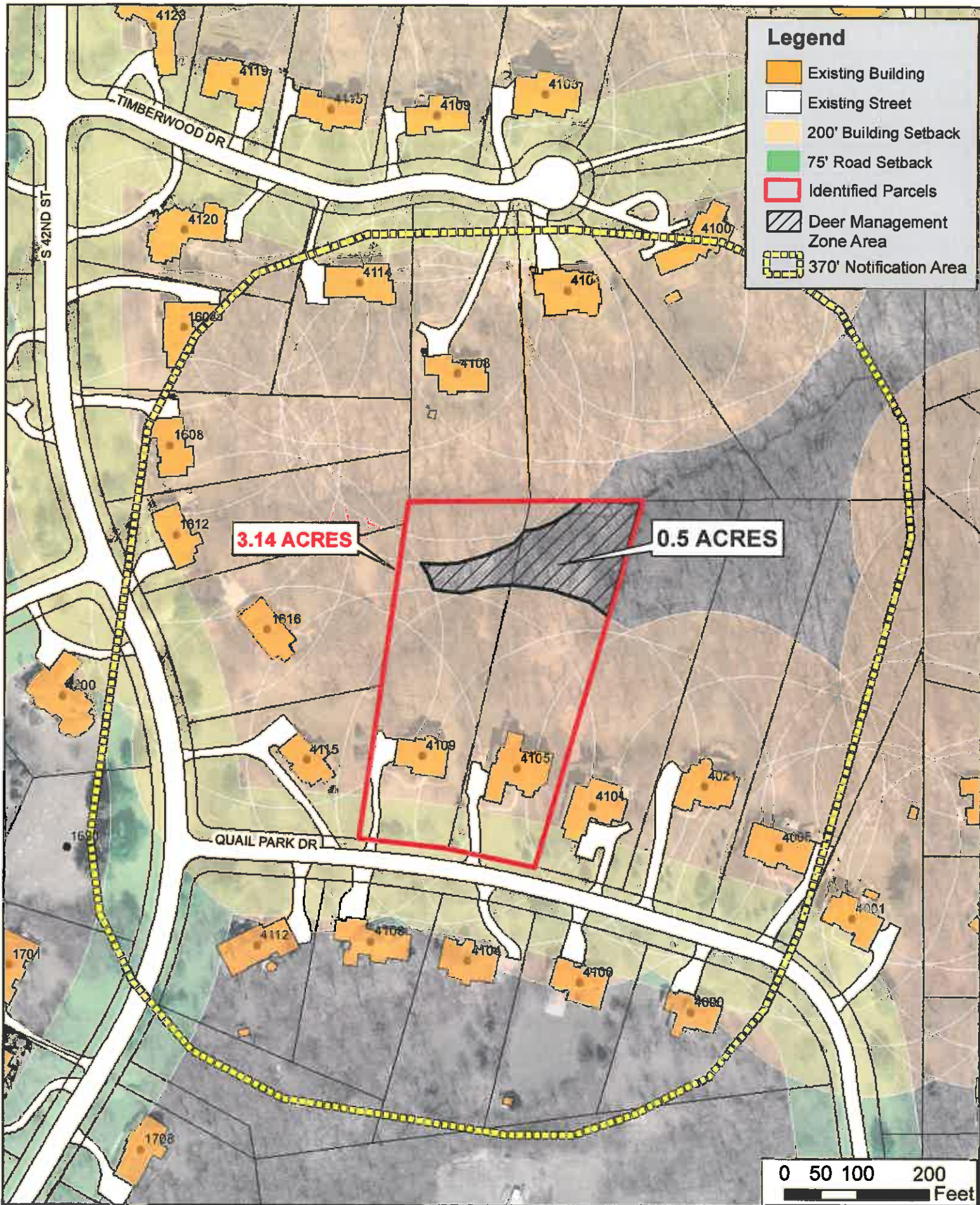
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA THAT the private property as designated in the attached exhibit "A" is declared a West Des Moines Deer Management Zone pursuant to Section 5-2-30 of the West Des Moines City Code (1999), and shall be subject to the rules provided therein and any additional regulations promulgated pursuant to the West Des Moines City Code.

PASSED AND ADOPTED this 22nd day of August, 2016.

Steven K. Gaer, Mayor

ATTEST:

Ryan Jacobson, City Clerk

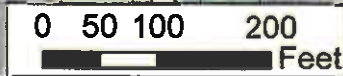


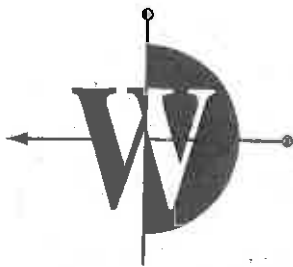
Legend

- Existing Building
- Existing Street
- 200' Building Setback
- 75' Road Setback
- Identified Parcels
- Deer Management Zone Area
- 370' Notification Area

3.14 ACRES

0.5 ACRES





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

Parks and Recreation

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

Administrative Office
515-222-3444
FAX 515-222-3459

Nature Lodge
515-222-3424
FAX 515-222-3658

Community Center
515-222-3440
FAX 515-222-3457

Park Maintenance
515-222-3450

TDD/TTY 515-222-3334

E-mail: parkrec@wdm.iowa.gov

TO: Property Owner
FROM: Sally Ortgies, Superintendent of Parks
DATE: July 26, 2016
RE: West Des Moines Deer Management Zone

Property owners adjacent to or near your property have approached the City about establishing a private property West Des Moines Deer Management Zone (WDMDMZ). I would like to notify you about the City's possible intention to establish this zone at **4105 Quail Park Drive & 4109 Quail Park Drive** for the purposes of controlled bowhunting. The enclosed map shows the proposed zone.

Impacts from deer overpopulation in West Des Moines include car/deer accidents, ecological damage, declining deer health, and impact to private property. The goal of the City's controlled bowhunt program is to *safely* stabilize or decrease deer populations over time to more ecologically acceptable levels.

The City of West Des Moines has managed a controlled bowhunt program for the last twelve years on City-owned property in Southwoods Park. The park has remained open to the public at all times during the hunting season. A total of 172 deer have been harvested from the park since the program was started with *no safety-related issues* reported by residents, park users or hunters during this time. According to an annual aerial count, deer numbers in Southwoods Park have declined by approximately 78% since the controlled bowhunt program was started there in 2004. Residents have reported less damage to their property, and the deer herd in the park is gradually getting closer to a more ecologically acceptable level. Another positive outcome of the program has been a number of deer being donated by our hunters to the DNR's Help Us Stop Hunger (HUSH) program.

More recently, four private property zones have been established within the city. Fifty-six deer have been harvested from these zones over the last seven years. In addition, controlled bowhunts have taken place on public and private property in cities throughout Polk County and on public property managed by Polk County, the State of Iowa, and Federal agencies since 1998 with *no safety-related issues*.

Hunting taking place in the proposed zone at **4105 Quail Park Drive & 4109 Quail Park Drive** would be done under rules and requirements specific to the controlled bowhunt program. All hunters will have passed an approved International Bowhunter Education Foundation safety education course, passed an annual archery proficiency test, and received an orientation with City staff on the program rules.

OVER

Controlled bowhunting in the proposed WDMDMZ would be limited to a maximum of two qualified hunters with permits issued to those hunters by the City. All hunting must occur within the established zone, and no arrows can be shot onto surrounding property. The hunters would be required to check-in by contacting the City and/or the zone property owner before each day of hunting. A copy of the guidelines and rules for the 2016-2017 controlled bowhunt season is enclosed as further information.

The City's hunting ordinance requires the City Council to establish all West Des Moines Deer Management Zones by resolution. Pending feedback from this notice, it is anticipated that the resolution establishing the zone at 4105 Quail Park Drive & 4109 Quail Park Drive would go before the City Council at their August 22, 2016 meeting. If formally approved, hunting could take place from September 17, 2016 through January 29, 2017 and each year following (with approval of the zone property owners) during the controlled bowhunt season.

As a neighbor of the proposed zone, you are invited to share your comments or concerns. You are welcome to e-mail me at sally.orgies@wdm.iowa.gov or call 515-222-3447. Any comments or concerns shared with me by 5:00 p.m. on Thursday, August 4 will be communicated to the City Council to assist them with making their decision.

How to Participate

1. Pass a one-time approved International Bowhunter Education Foundation (I.B.E.F.) bowhunter safety education course.

Check www.iowadnr.gov/training for upcoming local courses or take an online course at www.bowhunter-ed.com/iowa

2. Pass an annual archery proficiency test using your hunting weapon.

Test must be administered at a National Field Archery Association (N.F.A.A.) approved indoor lane by a certified I.B.E.F. instructor. Hunters are required to shoot 20 arrows: 10 from 15 yards and 10 from 20 yards at a full-sized 3-D target. Passing score of 80% or better in the vital target area to pass.

3. Apply for a City of West Des Moines Permit for Controlled Bowhunt.

Permit applications must be received prior to the application deadline to be considered for the hunter's preferred time period. If necessary, a drawing will be held to award the maximum number of permits.

4. Purchase a special Deer Management Zone (DMZ) License.

All hunters between the ages of 18 and 65 years of age must also have a current wildlife habitat stamp.

5. Meet with City staff to review the rules of the hunt and the DMZ boundaries.

At this meeting you will be required to show proof of passing the bowhunter safety education course and the proficiency test, as well as being legally entitled to hunt using a current State license.

Information & Contacts

City Contact Person

Sally Ortgies, Superintendent of Parks
West Des Moines Parks & Recreation
4200 Mills Civic Parkway
West Des Moines, IA 50265
515-222-3447
Sally.Ortgies@wdm.iowa.gov

WDM Deer Management Zones

Southwoods Park	515-222-3447
Brown's Woods - Polk County	515-249-1543
Walnut Woods - IDNR	515-285-4502
Private Property	515-222-3447

2016-2017 Season/Hours

September 17, 2016 - January 29, 2017
1/2 hour before sunrise to 1/2 hour after sunset
2017 General Hunting Licenses must be purchased before January 10 to be able to hunt through January 29

Safety Education/

Proficiency Test Administrators

Archery Field & Sports, Altoona 515-265-6500

DMZ License Vendors

Archery Field & Sports	515-265-6500
Bass Pro Shops	515-957-5500
Johnston Bait & Tackle	515-254-1976
Scheels	515-727-4065
Sportsman's Warehouse	515-963-3500

Please Note: Seasons, rules & procedures may vary from one urban bowhunting area to another. It is the hunter's responsibility to know the special rules & regulations for the area in which they are hunting. Failure to do so may result in immediate revocation of hunting privileges.



Controlled Bowhunt Guidelines

Private Property Zones 2016-2017

Deer Management Goals

The following are goals of the City of West Des Moines Deer Management Program:

1. *To stabilize or decrease deer populations over time to more ecologically-acceptable levels with the City of West Des Moines;*
2. *To provide public education regarding deer, their habits, impact on natural resources, population management, and the impact of feeding deer;*
3. *To continue aerial surveys to determine the effectiveness of a management program.*

The City of West Des Moines is pleased to be a part of the Polk County Deer Task Force, which has been working since 1996 to control the urban deer population. The Polk County Deer Task Force believes that the whitetailed deer is a valuable part of our natural heritage.

The Task Force supports the perpetuation of the deer population in Polk County at ecologically-acceptable levels.

Safety must always be the NUMBER ONE concern!

Controlled Bowhunt Rules

The following rules apply to all West Des Moines Deer Management Zones (excluding Brown's Woods & Walnut Woods):

- **Hunters** must check in with the City prior to entering a zone to hunt. A phone number will be provided to permit holders.
- **All bows** must be cased while traveling to and from the hunting stand. No uncased bow may be carried within 200 feet from any residence or building or within 75 feet from any trail or road.
- **All shots** must be taken from elevated stands. All stands must be taken from elevated stands. All stands must be portable with no permanent stands erected or screw-in steps used. Strap-on steps, a ladder, or a climbing stand are allowed. There will be no driving or stalking of deer.
- **All stands** must be located at least 200 feet from any residence or building and at least 75 feet from any trail or road. Shots may NOT be taken back into this distance separation. All shots must be taken downward and no further than 75 feet (25 yards) from the stand.
- **Hunters** must identify their target as an antlerless deer, focusing on adult does. Antlerless deer harvested in the 2016-2017 season may be counted towards a buck incentive program next year only if proper check-in procedures are followed.
- **Attempt** to retrieve all arrows. Use proper field dressing techniques. Don't leave entrails in a noticeable location. All deer harvested must be processed for meat for personal use or charity.

- **Harvested** deer must be reported to the City Contact Person within 24 hours. Contact WDM Animal Control (222-3364) as soon as possible if unable to locate a wounded deer.
 - **A maximum** of three (3) deer per day may be harvested by each hunter under one City permit. A State license is required for each deer.
 - **Private** property must be respected in all cases. Hunters must remove themselves from any harassment situation and immediately report the incident to the WDM Police Department.
 - **If necessary** to cross private property to access a Deer Management Zone, permission must be received by the hunter from a property owner who has agreed to allow access.
 - **The City** permit, valid State of Iowa deer license, and wildlife habitat stamp must be carried at all times while bowhunting. All Iowa DNR rules covering bowhunting of deer must be followed by the hunter. **All hunters must be 18 years or older.**
- PLEASE NOTE:** There is no maximum number of deer that can be harvested by a hunter, however the City does reserve the right to limit the number of deer harvested under each permit if necessary.
- The City reserves the right to refuse to issue a permit due to any criminal convictions or permit denials, suspensions, or revocations by another government entity. Failure to abide by the requirements of Ordinance 5-2-30 or any additional regulations of the City may result in suspension or revocation of the issued permit.**

MAIL_NAME1	MAIL_ADDR1	MAIL_CITYSTZIP
RICHARD W HURD	2000 FULLER RD	WEST DES MOINES, IA 50265 -5601
W. PAUL SCHUETTE	1701 S 42ND ST	WEST DES MOINES, IA 50265 -5375
EVELYN S MINTZER (TRSTEE)	4200 CHERRYWOOD CT	WEST DES MOINES, IA 50265 -5368
LYLE W PETERSEN	4100 QUAIL PARK DR	WEST DES MOINES, IA 50265 -5371
DOUGLAS J GUENDEL	4112 QUAIL PARK DR	WEST DES MOINES, IA 50265 -5371
ALLEN D SCHRODER	4101 QUAIL PARK DR	WEST DES MOINES, IA 50265 -5373
ERIC L RISOVI	1604 S 42ND ST	WEST DES MOINES, IA 50265 -5344
+ SHAYLA S FROM (TRUSTEE)	4105 QUAIL PARK DR	WEST DES MOINES, IA 50265 -5373
+ PHYLLIS HUTCHINSON (TRUST)	4104 TIMBERWOOD DR	WEST DES MOINES, IA 50265 -5357
KENNETH M ETCHEN	4000 QUAIL PARK DR	WEST DES MOINES, IA 50265 -5370
+ LAWRENCE W SIDWELL	1616 S 42ND ST	WEST DES MOINES, IA 50265 -5344
+ ERNEST D ELLIS	4109 QUAIL PARK DR	WEST DES MOINES, IA 50265 -5373
DOUGLAS J GUENDEL	4112 QUAIL PARK DR	WEST DES MOINES, IA 50265 -5371
CATHERINE S AAGAARD	4104 QUAIL PARK DR	WEST DES MOINES, IA 50265 -5371
VINCENT W MANCUSO	4108 QUAIL PARK DR	WEST DES MOINES, IA 50265 -5371
SAUL MIRSKY	4114 TIMBERWOOD DR	WEST DES MOINES, IA 50265 -5357
+ DIANE K HARMS	4120 TIMBERWOOD DR	WEST DES MOINES, IA 50265 -5357
+ DAGNI FALVEY	1612 S 42ND ST	WEST DES MOINES, IA 50265 -5344
JAMES J CHOI	1608 S 42ND ST	WEST DES MOINES, IA 50265 -5344
+ TIMOTHY E PRATT	4108 TIMBERWOOD DR	WEST DES MOINES, IA 50265 -5357
- DALE R PARKER	4101 PLUMWOOD DR	WEST DES MOINES, IA 50265 -5388
+ MARTIN J SCHAFFER	4115 QUAIL PARK DR	WEST DES MOINES, IA 50265 -5373
MARY A KAUFMAN	4005 QUAIL PARK DR	WEST DES MOINES, IA 50265 -5372
DAVID J HARMEYER	4001 QUAIL PARK DR	WEST DES MOINES, IA 50265 -5372
JEFFREY M MERRYMAN	4100 TIMBERWOOD DR	WEST DES MOINES, IA 50265 -5357
+ William Smith	1700 S. 42nd St	

Ortgies, Sally

1612 S. 42nd St

FOR

From: Ewa Pratt <ejpwdm@mchsi.com>
Sent: Wednesday, July 27, 2016 9:06 AM
To: Ortgies, Sally
Subject: FW: Falveys are in!

From: Dagni [mailto:dagnifalvey@aol.com]
Sent: Tuesday, July 26, 2016 4:01 PM
To: ejpwdm@mchsi.com
Subject: Falveys are in!

Ewa,
Sorry I haven't responded earlier. We will go ahead and support the project. Let me know what you need from me and Jim. Thanks for all your work in this regard!
Dagni Falvey

-----Original Message-----

From: Ewa Pratt <ejpwdm@mchsi.com>
To: Falvey, Dagni <Dagnifalvey@aol.com>
Sent: Tue, Jul 26, 2016 3:47 pm
Subject: FW: Deer management zone

Hi Dagni,
We have had some trouble with our server, so I just wanted to confirm that you received my answer to your e-mail last week.
Thanks,
Ewa

From: Ewa Pratt [mailto:ejpwdm@mchsi.com]
Sent: Thursday, July 21, 2016 10:30 PM
To: 'Dagni'
Subject: RE: Deer management zone

Dear Dagni and Jim,
I appreciate your questions and concerns, and we want to provide as much information as possible regarding this initiative. To that end I am enclosing three documents that might provide you with some additional facts and data. There are several areas in Quail Park in which a deer management zone could be set up, but I felt that the one behind our property would not have any impact on children. To my knowledge, there are no children living in the houses adjacent to the proposed zone. We have an excellent view on that area and spend a lot of time in in our backyard, so I can honestly tell you that no children play there. I volunteered to have the bow hunter enter and exit through our property so that the neighbors would not see the culled animal. Bill Smith knows an expert bow hunter who could conduct a very safe shoot in the area. A hunter would be shooting from a stationary elevated stand placed in compliance with distance regulations based on the City Code. I would personally make sure that safety, discretion and efficiency will be maximized during the culling program. In fact, I would plan to be here and watch over it.

If you look over the Polk County Deer Task Report you will see where the programs have been implemented and that they have been very successful. Sally Ortgies says that the current deer management zones are "in Southwoods Park (public property zone), the South Woodridge Drive neighborhood (private property zone), and the Ver Ploeg Property on S. 35th Street (private property zone). We also set up a zone in December of 2015 at 1471 Army Post Road, but no deer

were harvested from that zone. " She also said that she has done a combined deer management zone " with an area of 4 property owners south of the Raccoon River, and they have had much success over the last several years."

I have not received any negative responses from the adjacent neighbors. The Schafers, the Hutchinsons, and the Sidwells are supporting the project. Chris and Larry asked to meet with me today to answer their questions. Their main concern was to be informed when the hunting was occurring, and since the access will be through our property that can be easily done. The only neighbors I have not heard from yet are the Schroders.

I hope I have answered your questions. If you have more, I would be happy to meet with you and address your concerns. Sally Ortgies has also offered to answer any questions regarding this issue.

Thank you,
Ewa

Ortgies, Sally

4115 Quail Park Dr

FOR

From: Ewa Pratt <ejpwdm@mchsi.com>
Sent: Monday, July 25, 2016 4:08 PM
To: Ortgies, Sally
Subject: FW: Deer management zone

From: Marty Schafer [mailto:martyjschafer@gmail.com]
Sent: Wednesday, July 20, 2016 4:56 PM
To: Ewa Pratt
Cc: ellis50325@aol.com
Subject: Re: Deer management zone

Sherry and I do support this project, we believe it is in the best interest for the deer and our neighborhood.

Marty

On Wed, Jul 20, 2016 at 11:55 AM, Ewa Pratt <ejpwdm@mchsi.com> wrote:

Dear Sherry and Marty,

I am writing this letter to you on behalf of your neighbors, Geraldine and Ernie Ellis. They would like to set up a deer management zone on their property. Their neighbors, Shayla and Joel From, have agreed to join in. We are asking if, as owners who are directly adjacent to their land, you would be willing to support this project.

We are voicing a concern of many in our neighborhood. The deer population in Quail Park has exceeded the capacity of the land. Please look at the attached 2016 report from the Polk County Deer Task Force. The table on page 7 shows that we have 98 deer per square mile. This is an extremely high number. According to the Iowa Department of Natural Resources the acceptable number of deer in an urban setting is 30 deer per square mile. Our neighborhood is experiencing some of the stresses of the elevated deer population.

Deer are incredible animals, and they were here first, but their natural predators that were here, such as wolves, coyotes and mountain lions are gone. Before Quail Park was developed, it was a deer hunting area. We found two deer stands in the trees on our property. A lot of us moved here because of the deer, but we have allowed our deer herd to grow unchecked with negative consequences to this area. They have damaged our wildlife habitat and are threatening biodiversity. Overbrowsing has led to destruction of understory (the shrubs and plants which grow beneath the main canopy) which is quickly disappearing in Quail Park. When Tim and I moved here 18 years ago, trillium, wild phlox, Joe Pye weed, and mayapples were abundant. They are almost non-existent now. Invasive species such as garlic mustard have infiltrated and taken over. The native shrubs have bare branches until they reach the height where deer cannot reach, that is if they get to survive. In the fall, damage occurs to mature trees when deer sharpen their antlers on trunks. Once native plants are destroyed, the native animals that rely on them will move on: butterflies, hawks, owls and foxes among others. In addition, deer are vectors for Lyme disease. Lyme disease has been reported not only among humans but also among dogs and cats. Two years ago I had to call the police department because a sick doe collapsed in front of our picture window. Deer that are crowded are more likely to spread diseases. Even at slow speeds, cars and deer are a lethal combination. Deer car collisions that occur at dusk or in the evening are difficult to prevent.

A responsible culling program such as controlled bowhunting would address the problem, and is the right thing to do on a moral, safety and aesthetic level. It would reduce the size of the herd and preserve deer population at an ecologically acceptable number. The alternative course is that the deer population will continue to expand, further exacerbating the existing problem. I am asking if you would be willing to establish a deer management zone on your property. If you look at the enclosed map, you will see that one could be set up there because it will work with the distance regulations required by West Des Moines code. Also my property is right behind yours, and I would be very willing to give a parking spot and access to the zone from my backyard. We have several very skilled hunters who live in Quail Park, and we could rely on their advice to find a bowhunter with the highest degree of expertise, or you could recommend a hunter yourselves.

According to Sally Ortgies, Superintendent of Parks in West Des Moines, the process is as follows : "To set up a deer management zone on private property, a willing property owner can contact me. We will take a look at the property to see if any area exists for hunting to occur based on the distance restrictions in the City Code (the elevated hunting stand must be a minimum of 75' from any road or trail and 200' from any residence or building). If it is possible for hunting to occur, I will ask the property owner to talk with the owners of neighboring properties to assess the neighbors' support for hunting. (...) If there appears to be general support from neighbors, I will go ahead and send out a letter with information on our program and stating the property owner's intent to allow controlled bowhunting on their property. I ask for any comments or concerns to be sent to me by a certain deadline. Unless there are an overwhelming number of concerns from the majority of neighbors, I place the request for the deer management zone on the next Public Safety Council Committee agenda. The request then goes to the Committee for a recommendation before going to the full Council for formal approval. If approved, I then work with the property owner to sign a hold harmless agreement and identify possible hunters. It is entirely up to the property owner as to who hunts on their property. I can make suggestions, but they ultimately have the final say."

Please let us know if we can have your support. As a neighbor directly to the south, I am very willing to go through the process and work with Sally Ortgies on this issue. Thank you for your consideration in this matter. You are free to call me at 515-226-0446 or e-mail me at ejpwdm@mchsi.com

Your neighbor,

Ewa Pratt

Ortgies, Sally

4104 Timberwood Dr

FOR

From: Ewa Pratt <ejpwwdm@mchsi.com>
Sent: Monday, July 25, 2016 4:07 PM
To: Ortgies, Sally
Subject: FW: Deer management zone

From: Phyl Hutchinson [mailto:pjhutch@mchsi.com]
Sent: Thursday, July 21, 2016 9:10 AM
To: Ewa Pratt
Subject: Re: Deer management zone

Hi Eva,

You know you can us in. We really appreciate all you're doing. If there is anything we can do in getting this done let us know.

Joe & Phyllis

On Jul 20, 2016, at 12:01 PM, Ewa Pratt <ejpwwdm@mchsi.com> wrote:

Dear Phyllis and Joe,

I am writing this letter to you on behalf of your neighbors, Geraldine and Ernie Ellis. They would like to set up a deer management zone on their property. Their neighbors, Shayla and Joel From, have agreed to join in. We are asking if, as owners who are directly adjacent to their land, you would be willing to support this project.

We are voicing a concern of many in our neighborhood. The deer population in Quail Park has exceeded the capacity of the land. Please look at the attached 2016 report from the Polk County Deer Task Force. The table on page 7 shows that we have 98 deer per square mile. This is an extremely high number. According to the Iowa Department of Natural Resources the acceptable number of deer in an urban setting is 30 deer per square mile. Our neighborhood is experiencing some of the stresses of the elevated deer population.

Deer are incredible animals, and they were here first, but their natural predators that were here, such as wolves, coyotes and mountain lions are gone. Before Quail Park was developed, it was a deer hunting area. We found two deer stands in the trees on our property. A lot of us moved here because of the deer, but we have allowed our deer herd to grow unchecked with negative consequences to this area. They have damaged our wildlife habitat and are threatening biodiversity. Overbrowsing has led to destruction of understory (the shrubs and plants which grow beneath the main canopy) which is quickly disappearing in Quail Park. When Tim and I moved here 18 years ago, trillium, wild phlox, Joe Pye weed, and mayapples were abundant. They are almost non-existent now. Invasive species such as garlic mustard have infiltrated and taken over. The native shrubs have bare branches until they reach the height where deer cannot reach, that is if they get to survive. In the fall, damage occurs to mature trees when deer sharpen their antlers on trunks. Once native plants are destroyed, the native animals that rely on them will move on: butterflies, hawks, owls and foxes among others. In addition, deer are vectors for Lyme disease. Lyme disease has been reported not only among humans but also among dogs and cats. Two years ago I had to call the police department because a sick doe collapsed in front of our picture window. Deer that are crowded are more likely to spread diseases. Even at slow speeds, cars and deer are a lethal combination. Deer car collisions that occur at dusk or in the evening are difficult to prevent.

A responsible culling program such as controlled bowhunting would address the problem, and is the right thing to do on a moral, safety and aesthetic level. It would reduce the size of the herd and preserve deer population at an ecologically acceptable number. The alternative course is that the deer population will continue to expand, further exacerbating the existing problem. I am asking if you would be willing to establish a deer management zone on your property. If you look at the enclosed map, you will see that one could be set up there because it will work with the distance regulations required by West Des Moines code. Also my property is right behind yours, and I would be very willing to give a parking spot and access to the zone from my backyard. We have several very skilled hunters who live in Quail Park, and we could rely on their advice to find a bowhunter with the highest degree of expertise, or you could recommend a hunter yourselves.

According to Sally Ortgies, Superintendent of Parks in West Des Moines, the process is as follows :“To set up a deer management zone on private property, a willing property owner can contact me. We will take a look at the property to see if any area exists for hunting to occur based on the distance restrictions in the City Code (the elevated hunting stand must be a minimum of 75’ from any road or trail and 200’ from any residence or building). If it is possible for hunting to occur, I will ask the property owner to talk with the owners of neighboring properties to assess the neighbors’ support for hunting. (....)If there appears to be general support from neighbors, I will go ahead and send out a letter with information on our program and stating the property owner’s intent to allow controlled bowhunting on their property. I ask for any comments or concerns to be sent to me by a certain deadline. Unless there are an overwhelming number of concerns from the majority of neighbors, I place the request for the deer management zone on the next Public Safety Council Committee agenda. The request then goes to the Committee for a recommendation before going to the full Council for formal approval. If approved, I then work with the property owner to sign a hold harmless agreement and identify possible hunters. It is entirely up to the property owner as to who hunts on their property. I can make suggestions, but they ultimately have the final say.”

Please let us know if we can have your support. As a neighbor directly to the south, I am very willing to go through the process and work with Sally Ortgies on this issue. Thank you for your consideration in this matter. You are free to call me at 515-226-0446 or e-mail me at ejpwdm@mchsi.com

Your neighbor,

Ewa Pratt

Ortgies, Sally

1616 S. 42nd St

FOR

From: Ewa Pratt <ejpwdm@mchsi.com>
Sent: Monday, July 25, 2016 4:07 PM
To: Ortgies, Sally
Subject: FW: Deer management zone

From: Chris Sidwell [mailto:sidwell@mchsi.com]
Sent: Thursday, July 21, 2016 8:17 PM
To: Ewa Pratt
Subject: Re: Deer management zone

Ewa,

Larry and I support the controlled deer hunt on properties bordering ours. As we discussed, we would want to be aware of when the hunting was occurring.

Thank you for your efforts regarding this and let me know if you need anything else.

Regards,
Chris and Larry Sidwell
515-979-0419

Ortgies, Sally

4120 Timberwood Dr

FOR

From: Diane Harms <dianeharms@mchsi.com>
Sent: Thursday, July 28, 2016 9:37 PM
To: Ortgies, Sally
Subject: Controlled bowhunt

Yes, yes, yes, we are in favor of the bowhunt and can't thank you enough for this effort. Diane and Steve Harms, 4120 Timberwood Dr., Quail Park

Ortgies, Sally

1708 S. 42nd St

FOR

From: William S. Smith <wss@smithkramerlaw.com>
Sent: Thursday, August 04, 2016 2:27 PM
To: Ortgies, Sally
Subject: Deer Management Program in Quail Park

Dear Ms. Ortgies: I understand that the West Des Moines Department of Parks and Recreation is considering a plan to permit hunting of deer at locations within our Quail Park community (I reside at 1708 S.42nd Street, West Des Moines). Initially, I strongly urge the adoption of that plan and believe the beauty of our neighborhood is being destroyed by the over population of deer.

As background, I was one of the first people to move into Quail Park (when it was just the on plat rather than the three it now consists of) something over 25 years ago. I enjoyed the idea of the large lots, the wooded areas and community feeling within Quail Park. I myself was a very enthusiastic gardener and soon set about building a number of flower and flowering bush and tree areas in my front yard and in my back yard. I, at least, though it turned out well and I certainly spent a good deal of money on landscaping and flowers. As the years past, it seemed as if everyone in our neighborhood had the same passion and a drive through the neighborhood revealed vast flower beds and beauty. We jokingly called our neighborhood "day lily" drive for the flowering in the spring.

In the last 10 years or so and particularly now, it all changed. I understand that in general Iowa has one of the highest deer populations in the United States and I further understand that the deer density in quail park is close to the highest in Iowa. I know what it means in my yard and in my neighborhood. Despite the fact that I spray most any deer deterrent I can buy on my bushes and flowers, it has not effect and I do it sometimes daily. The deer have destroyed most of my evergreen bushes along the borders of my yard (breaking through my efforts to keep them away this winter), they destroyed a number of beautiful (and expensive to me) evergreen trees I had planted in my yard. I once had a very large number of hostas in my yard (a number very different and pretty). They are now almost all gone and the few that still come up are quickly eaten to the ground despite constant sprays.

At this point, the deer have won. I have completely given up any effort to garden in the back yard. I have the grass mowed and I have let the balance just grow wild. I attempt to fight some battles in the front yard and I spray every day (and I have a dog that sometimes chases them away if she is outside) and I am loosing. If I come out of the house and yell at them they just look at me and if they walk off they return within minutes. They come right up to the front entrance. Tear out anything planted in the pots on the front stoop and now are destroying the bushes right by the house. I no longer buy plants or flowers in the spring to plant as they will not last a week.

At this point the state of Quail Park is that nearly everyone has either given up, put up 8 foot or taller fences around anything they want to preserve (contrary to our covenants and given the crick in my yard not practical). Now when I drive through the neighborhood what I see is sterile plantings (primarily just trees and grasses)and people that no longer spend any meaningful time landscaping.

Obviously in years past normal hunting helped reduce the population but that has become less of a factor and the growth of West Des Moines means that our neighborhood is well within the city limits (but still adjoining wooded areas that lead to the river the provides a highway for the deer into our neighborhood) and there are no predators to reduce the population. During very cold times we clearly have deer death losses here from starvation (I have drug several to the curb for pick up even given the mild winters)and it just keeps getting worse.

I know many years ago Iowa City had a similar problem and they hired professional hunters to shoot a number of deer and reduce the population which at least initially worked (I am not familiar with the long term effect they had) and while I certainly wouldn't oppose that I believe the proposed Deer Management Program that Ms. Ewa Pratt has proposed

gives hope to restoring the balance of nature and reduce the over population of deer (and hopefully keep it at a more reasonable number).

This is truly a very serious problem and it is obvious that doing nothing about it has not worked and will not work. We need a solution and I believe Ms. Pratt's approach is such a solution. I do not hunt deer but I have had friends ask if they could hunt on my land and I assure you that if this program is adopted I will do what I can to make my yard available for such a program.

If you have any questions and need further information I would be glad to respond.

Bill

William Sidney Smith
Smith & Kramer, P.C.
Of Counsel With Bradshaw, Fowler, Proctor & Fairgrave, P.C.
801 Grand Avenue, Suite 3700
Des Moines, IA 50309
515-246-5884
515-246-5845 Direct Line
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wss@smithkramerlaw.com

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Ortgies, Sally

4101 Plumwood Dr / 1621 S. 42nd St

AGAINST

From: Dale Parker <homieg9799@gmail.com>
Sent: Sunday, July 31, 2016 1:31 PM
To: Ortgies, Sally; ejpwdm@mchsi.com
Cc: Trimble, Russ
Subject: Re: Quail Park Deer Hunt

Sally: Thank you for your response. I know that responsible people will vote on this issue and make a responsible decision. Mary and I are one homeowner and more than 100 in Quail Park will be affected (I assume all homeowners have been made aware and if not, they should be). Our approval and support is not necessary for this to pass...

However, I think the Council needs to understand and accept the following when making this decision:

- > This is about flowers, not preservation of the deer species.
- > In the hierarchy of lethal weapons, the arrow falls toward the bottom in effectiveness: centerfire rifle, shotgun slug, blackpowder rifle, scoped high caliber pistol, arrow, slingshot, rock, stick, etc. According to OUTDOOR LIFE [Determining the Effective Range of Your Bow], the effective lethal deer target of a compound bow is an 8 inch circle. Any hit outside that target is going to be non-lethal--leaving a wounded deer. However, the distance that arrow can travel is more than 250 yards--yes, two and a half football fields! There WILL BE wounded deer that leave this TINY kill area (one-half of one lot !) and escape.
- > I worry about a scared and wounded deer darting onto our streets and Grand Avenue, which it would normally timidly approach, and causing a car accident.
- > You mentioned that the hunter can leave the kill area, but must leave all weapons in the zone. Have you given consideration as to how they are going to kill the deer without arrows, gun, knife, spear, tomahawk or any other weapon? It leaves them in hand-to-hoof combat with hand strangulation as the only viable method!
- > As WDM will have de-facto licensed the hunters to legally trespass on any and all homeowners property to pursue the deer, I question how they will do that. Using ATV's through our yards? If on foot, I cannot imagine a man outrunning a deer--even with an arrow sticking out of its butt. This wounded deer could survive outside the zone for months.
- > The Parks Department is using the logic that because no one has been injured or killed before, we will continue doing this until that does happen. We will play with fire until someone gets burned. It goes without saying (but I will bring it up anyway) the City of WDM must bear ALL legal and moral responsibility. They are intentionally making an exception to their own laws which could lead to civil law suits. I assume they accept the liability of any injury, death or damage to property committed by this action. I also assume that legal staff has approved this project and the potential consequences. All QPNA homeowners, especially Ellis and From, will all be covered by the City.
- > Although you say the hunters will be required to secure permission from homeowners before entering their property, how practical is that. Will you be securing this permission formally before the hunt. Will the hunters know which lots approve and which ones don't. Will they proceed even without permission? If a hunter climbs my fence, falls and hurts himself, I assume the City is going to accept all liability and that I am protected.

I would love to attend the August 5 meeting and participate in the discussion--especially to hear responses to my concerns, but I will be out of state. I would ask Russ to call QPNA homeowner Donnie Acheson, an avid deer hunter who uses all the legal weapons--including bows and arrows--to give an opinion on this plan. I know the City has thought all this through, so I will get off of my soapbox. It sounds like a very bad idea to me, but will rely on our protectors to protect us. . I know that Safety is First. Thanks for your consideration.

On Thu, Jul 28, 2016 at 5:21 PM, Ortgies, Sally <Sally.Ortgies@wdm.iowa.gov> wrote:

Dale-

Thank you for your e-mail. I do want to assure you that the hunting allowed within the deer management zones is not open hunting. It is done under the City's controlled bowhunt program which is much more restrictive because it is taking place in urban areas.

I understand that a situation involving a wounded deer could be upsetting. However, in the 12 years of West Des Moines' controlled bowhunt program, I have had no complaints involving wounded deer from residents living near any of the other deer management zones within the city. You also mentioned trespassing. Iowa law does allow hunters to retrieve deer from private property as long as the hunter is unarmed. This is not considered trespassing. Of course, we would expect hunters in our program to make every attempt to contact the property owner before entering onto their property to retrieve a deer. I'm not aware if this has been necessary in the course of our program, but once again, I've had no complaints about hunters entering onto surrounding property to retrieve deer. You can find further information on the State's definition of trespassing as it relates to hunting at <http://www.iowadnr.gov/Hunting/Hunting-Licenses-Laws>.

Please know that no decision has been made yet by staff or the City Council, and your concerns will be shared with the Council prior to any action taking place. Thank you again for sharing your concerns.

Thanks,

Sally Ortgies, PLA, Superintendent of Parks

West Des Moines Parks & Recreation

P.O. Box 65320

West Des Moines, IA 50265

515-222-3447

www.wdm.iowa.gov

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Get involved with the Historic West Des Moines Master Plan!

[Visit the website](#) | [Download the app](#) | [View the kick-off video](#)

From: Dale Parker [mailto:homieg9799@gmail.com]
Sent: Thursday, July 28, 2016 10:18 AM
To: Ortgies, Sally <Sally.Ortgies@wdm.iowa.gov>
Cc: Trimble, Russ <Russ.Trimble@wdm.iowa.gov>
Subject: Quail Park Deer Hunt

Sally: I could hardly believe the letter I received regarding an open deer hunt in Quail Park. As it looks official, I must respond that this is a terrible idea! Killing deer with arrows in the middle of a residential neighborhood is well over the line. Bow hunting is a very ineffective way to hunt. It almost always leaves a wounded animal--not a dead one. The wounded deer will quickly leave a HALF ACRE zone and travel into the neighborhood where children and adults are enjoying their surroundings. The hunters cannot leave the half acre to follow the blood trails as this is clearly trespassing and cannot be condoned by the City of West Des Moines. If Russ Trimble goes out for his newspaper and finds a bloody struggling deer on his lawn, what is he suppose to do? Call the police so that they can come out and shoot it? What kind of impression does this leave on children witnessing this slaughter in their back (or front) yards. It could scar them for a long time. I have lived here for 22 years and never been threatened by the deer. Let this go. It is a really bad idea....

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

ITEM:

DATE: August 22, 2016

Resolution - Ordering Construction
Fairmeadows Park Storm Sewer Improvements

FINANCIAL IMPACT:

The Engineering Estimate of Construction Cost for the Fairmeadows Park Storm Sewer Improvements is \$525,000.00. Payments will be made from budgeted account no. 660.000.000.5250.490 with the ultimate funding intended to come from Stormwater Utility Fee Revenue.

BACKGROUND:

A Bid Letting should be scheduled for 2:00 p.m. on Wednesday, September 14, 2016, and a Public Hearing on the project should be scheduled for 5:35 p.m. on Monday, September 19, 2016. The contract would be awarded on Monday, September 19, 2016, and work will begin shortly thereafter.

The Fairmeadows Park Storm Sewer Improvements are necessary to address deficiencies with the existing culvert under 22nd Street just south of Vine Street. Work included in this contract includes replacement of the culvert, additional stormwater intakes in street, demolition of existing park equipment, and rough grading of the park site. The project is anticipated to be substantially completed by November 30, 2016 with site restoration to be completed by May 1, 2017.

OUTSTANDING ISSUES:

None.

RECOMMENDATION:

- City Council Adopt:
- Resolution Ordering Construction of the Fairmeadows Park Storm Sewer Improvements.
 - Fixing 2:00 p.m. on Wednesday, September 14, 2016, as the time and date for project Bid Letting.
 - Ordering the City Clerk to publish notice of Letting and Public Hearing.

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

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Works		
Date Reviewed	August 15, 2016		
Recommendation	Yes	No	Split

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

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

**Fairmeadows Park Storm Sewer Improvements
Project No. 0510-055-2013**

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

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

BE IT FURTHER RESOLVED, that the City Clerk is hereby directed to publish notice of hearing on the Plans and Specifications, Form of Contract, Bid Security and Estimate of Costs for said project to be held at 5:35 p.m. on Monday, September 19, 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 thirteen (13) days nor more than forty-five (45) days prior to the date for receiving bids. Said bids are to be filed prior to 2:00 p.m. on Wednesday, September 14, 2016.

BE IT FURTHER RESOLVED, that the bids received for construction of said improvements will be opened, publicly read and tabulated by the City Clerk, Deputy City Clerk, or City Clerk designee at 2:00 p.m. on Wednesday, September 14, 2016, and the results of said bids shall be considered at a meeting of this Council on Monday, September 19, 2016, at 5:35 p.m. and acted upon at said time, or such time as may then be fixed.

PASSED AND APPROVED 22nd day of August, 2016.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

Fairmeadows Park Storm Sewer Improvements Project
 Cost Estimate
 City of West Des Moines, PN 0510-055-2013
 8/18/2016
 011.004

ITEM NO.	DESCRIPTION	UNITS	QUANTITIES		
			ESTIMATED	Unit Price	Total Cost
1	TRAFFIC CONTROL	LS	1	\$ 7,000.00	\$ 7,000.00
2	CONSTRUCTION SURVEY	LS	1	\$ 10,000.00	\$ 10,000.00
3	CLEARING AND GRUBBING	LS	1	\$ 30,000.00	\$ 30,000.00
4	TOPSOIL, STRIP, SALVAGE AND SPREAD	CY	1400	\$ 20.00	\$ 28,000.00
5	EXCAVATION, CLASS 10	CY	3700	\$ 10.00	\$ 37,000.00
6	SUBGRADE PREPARATION	SY	470	\$ 4.00	\$ 1,900.00
7	GRANULAR SUBBASE	SY	340	\$ 25.00	\$ 8,500.00
8	ABANDON SANITARY SEWER	LS	1	\$ 5,000.00	\$ 5,000.00
9	REMOVAL OF STORM SEWER PIPE LESS THAN OR EQUAL TO 36-INCH	LF	40	\$ 35.00	\$ 1,400.00
10	REMOVAL OF 72-INCH CMP STORM SEWER PIPE	LF	445	\$ 45.00	\$ 20,000.00
11	REMOVAL OF GABIONS, TRASH RACK, GUARD FENCE, AND HEADWALL	LS	1	\$ 5,000.00	\$ 5,000.00
12	STORM SEWER, TRENCHED, RCP, 2000 D (CLASS III), 15-INCH	LF	10	\$ 75.00	\$ 800.00
13	STORM SEWER, TRENCHED, RCP, 2000 D (CLASS III), 24-INCH	LF	46	\$ 100.00	\$ 4,600.00
14	STORM SEWER, TRENCHED, RCP, 2000 D (CLASS III), 36-INCH	LF	12	\$ 220.00	\$ 2,600.00
15	STORM SEWER, TRENCHED, RCP, 2000 D (CLASS III), 72-INCH	LF	225	\$ 500.00	\$ 112,500.00
16	STORM SEWER PIPE ECCENTRIC REDUCER, TRENCHED, RCP, 2000 D (CLASS III), 78-INCH TO 72-INCH	LS	1	\$ 5,000.00	\$ 5,000.00
17	APRONS, CONCRETE, 36-INCH DIA.	EA	1	\$ 4,000.00	\$ 4,000.00
18	APRONS, CONCRETE, 72-INCH DIA.	EA	1	\$ 9,000.00	\$ 9,000.00
19	APRONS, CONCRETE, 78-INCH DIA.	EA	1	\$ 10,500.00	\$ 10,500.00
20	SUBDRAIN, 6-INCH	LF	180	\$ 16.50	\$ 3,000.00
21	REMOVE EXISTING 8 IN. DIA. WATER MAIN	LF	110	\$ 45.00	\$ 5,000.00
22	VALVE, GATE, DI MECHANICAL JOINT, 8 IN. DIA.	EA	1	\$ 5,000.00	\$ 5,000.00
23	WATER MAIN, TRENCHED, PVC, 8 IN. DIA.	LF	110	\$ 82.00	\$ 9,000.00
24	ADJUSTMENT OF FIXTURE	EA	2	\$ 1,200.00	\$ 2,400.00
25	REMOVAL OF STORM STRUCTURE	EA	2	\$ 1,500.00	\$ 3,000.00
26	SW-505, DOUBLE GRATE INTAKE	EA	2	\$ 5,000.00	\$ 10,000.00
27	SW-506, DOUBLE GRATE INTAKE WITH MANHOLE	EA	1	\$ 7,000.00	\$ 7,000.00
28	SW-506, DOUBLE GRATE INTAKE WITH MANHOLE, MODIFIED	EA	1	\$ 15,000.00	\$ 15,000.00
29	STEEL SHEET PILE	SF	290	\$ 34.50	\$ 10,000.00
30	REMOVAL OF PAVEMENT	SY	292	\$ 15.00	\$ 4,400.00
31	REMOVAL OF SIDEWALK	SY	101	\$ 12.00	\$ 1,200.00
32	STREET PAVEMENT, REINFORCED PCC, CLASS 'C' MIX, 6-INCH THICKNESS	SY	292	\$ 70.00	\$ 20,400.00
33	SIDEWALK, PCC, CLASS 'B' or 'C' MIX, 4-INCH THICKNESS	SY	101	\$ 60.00	\$ 6,100.00
34	TEMPORARY SEEDING, FERTILIZING, AND MULCHING	AC	1.50	\$ 2,000.00	\$ 3,000.00
35	PERMANENT SEEDING, FERTILIZING, AND MULCHING	AC	0.30	\$ 4,000.00	\$ 1,200.00
36	SWPPP	LS	1	\$ 5,500.00	\$ 5,500.00
37	MACADAM STONE	TON	50	\$ 40.00	\$ 2,000.00
38	REVTMENT, CLASS D	TON	360	\$ 65.00	\$ 23,400.00
39	REVTMENT, CLASS B	TON	450	\$ 70.00	\$ 31,500.00
40	WEIR STONE, 3.0' X 3.5' X 1.5'	EA	18	\$ 165.00	\$ 3,000.00
41	WEIR STONE, 4.0' X 5.0' X 2.0'	EA	21	\$ 200.00	\$ 4,200.00
42	CONCRETE GROUT FOR REVETMENT	CY	40	\$ 350.00	\$ 14,000.00
43	SILT FENCE	LF	800	\$ 2.50	\$ 2,000.00
44	SILT FENCE - REMOVAL	LF	800	\$ 1.25	\$ 1,000.00
45	STABILIZED CONSTRUCTION ENTRANCE, MACADAM STONE	TON	40	\$ 50.00	\$ 2,000.00
46	EROSION MATTING	SQ	85	\$ 40.00	\$ 3,400.00
47	FENCE, CHAIN LINK, VINYL COATED	LF	75	\$ 60.00	\$ 4,500.00
48	DEMOLITION OF PARK FEATURES	LS	1	\$ 20,000.00	\$ 20,000.00
OPINION OF PROBABLE CONSTRUCTION COST					\$525,000.00

COST ESTIMATE PREPARED BY:



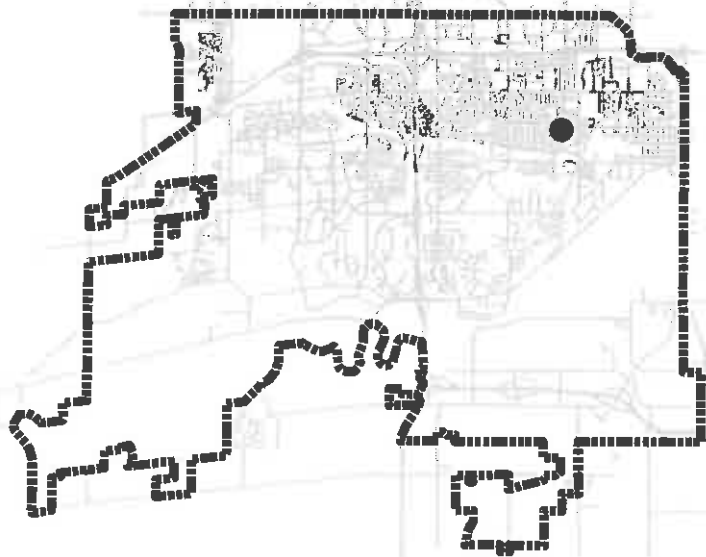
Luis Leon

LUIS LEON, P.E.

DATE PREPARED: AUGUST 18, 2016



VICINITY MAP



LEGEND

PROJECT LOCATIONS



PROJECT: **Fairmeadows Park Storm Sewer Improvements (0510-055-2013)**

LOCATION: **22nd Street & Locust Street**

DRAWN BY: JDR

DATE: 8-12-2016

SHT. 1 of 1

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

ITEM:

DATE: August 22, 2016

Resolution - Ordering Construction
Public Safety Station 18 HVAC Improvements

FINANCIAL IMPACT:

The Engineering Estimate of Construction Cost for the Public Safety Station 18 HVAC Improvements is \$690,000.00. Payments will be made from budgeted account no. 500.000.000.5250.490 with the ultimate funding intended to come from General Obligation Bonds.

BACKGROUND:

A Bid Letting should be scheduled for 2:00 p.m. on Wednesday, September 14, 2016, and a Public Hearing on the project should be scheduled for 5:35 p.m. on Monday, September 19, 2016. The contract would be awarded on Monday, September 19, 2016, and work will begin shortly thereafter.

The Project consists of the replacement of the mechanical systems serving the normally occupied areas (excluding vehicle bay area) of Public Safety Station 18 located at 5025 Grand Avenue. The project is anticipated to be completed by February 3, 2017.

OUTSTANDING ISSUES:

None.

RECOMMENDATION:

City Council Adopt:

- Resolution Ordering Construction of the Public Safety Station 18 HVAC Improvements.
- Fixing 2:00 p.m. on Wednesday, September 14, 2016, as the time and date for project Bid Letting.
- Ordering the City Clerk to publish notice of Letting and Public Hearing.

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

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Works		
Date Reviewed	August 15, 2016		
Recommendation	Yes	No	Split

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

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

**Public Safety Station 18 HVAC Improvements
Project No. 0510-057-2015**

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

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

BE IT FURTHER RESOLVED, that the City Clerk is hereby directed to publish notice of hearing on the Plans and Specifications, Form of Contract, Bid Security and Estimate of Costs for said project to be held at 5:35 p.m. on Monday, September 19, 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 thirteen (13) days nor more than forty-five (45) days prior to the date for receiving bids. Said bids are to be filed prior to 2:00 p.m. on Wednesday, September 14, 2016.

BE IT FURTHER RESOLVED, that the bids received for construction of said improvements will be opened, publicly read and tabulated by the City Clerk, Deputy City Clerk, or City Clerk designee at 2:00 p.m. on Wednesday, September 14, 2016, and the results of said bids shall be considered at a meeting of this Council on Monday, September 19, 2016, at 5:35 p.m. and acted upon at said time, or such time as may then be fixed.

PASSED AND APPROVED 22nd day of August, 2016.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

**West Des Moines Public
Safety Station 18 - HVAC**

8/16/2016

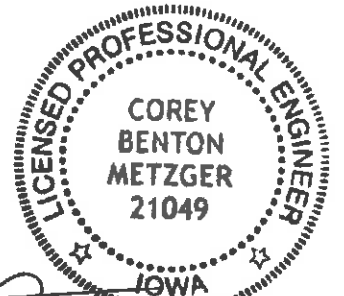


**RESOURCE
CONSULTING
ENGINEERS LLC**

Project Opinion of Cost - Base Bid					
Proposal Item No.	Description	Unit	Quantity	Cost	Notes
1	HVAC Improvements (Base Bid)	Lump Sum	1	\$ 690,000.00	
2	Alternate 1 - Alternate Building Automation System Manufacturer	Lump Sum	1	\$ -	1
3	Alternate 2 - Replace Existing Kitchen Exhaust Hood	Lump Sum	1	\$ 25,000.00	
Base Bid:				\$ 690,000.00	
Base Bid with Alternate 1:				\$ 690,000.00	
Base Bid with Alternate 1:				\$ 715,000.00	
Base Bid with Alternates 1 and 2:				\$ 715,000.00	

NOTES:

1. This alternate may result in either an add or a deduct to the Base Bid cost.



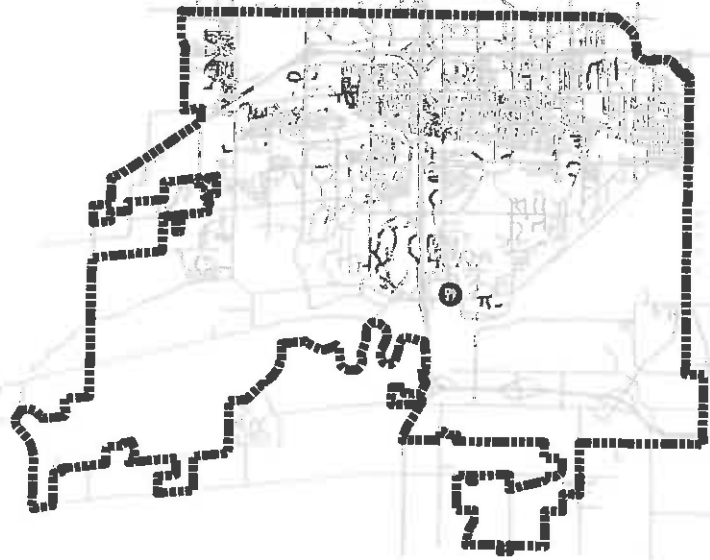
[Handwritten Signature]
4/16/2016

Disclaimer:

This Opinion of Cost Document has been prepared with information available at the time it was produced. Factors such as bid climate, cost of raw materials, etc., may change between the time this document was produced and the time of the project bid. Resource Consulting Engineers, LLC makes no guarantees regarding the accuracy of this information at the time of bid.



VICINITY MAP



LEGEND

PROJECT LOCATIONS



PROJECT: **Fire Station 18 HVAC Improvements (0510-057-2015)**

LOCATION: **South 50th Street & Grand Avenue**

DRAWN BY: JDR

DATE: 8-12-2016

SHT. 1 of 1

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

DATE: August 22, 2016

ITEM:

Resolution - Ordering Construction
Raccoon River Drive over Sugar Creek Bridge Replacement

FINANCIAL IMPACT:

The Engineering Estimate of Construction Cost for the Raccoon River Drive over Sugar Creek Bridge Replacement project is \$1,413,975.00. Payments will be made from budgeted account no. 660.000.000.5250.490 with the ultimate funding intended to come from Stormwater Utility Fees.

BACKGROUND:

A Bid Letting should be scheduled for 2:00 p.m. on Wednesday, September 14, 2016, and a Public Hearing on the project should be scheduled for 5:35 p.m. on Monday, September 19, 2016. The contract would be awarded on Monday, September 19, 2016, and work would begin shortly thereafter.

This is the first in a series of projects to improve conveyance capacity in the lower reaches of Sugar Creek. The Raccoon River Drive over Sugar Creek Bridge Replacement project includes reconstruction of the existing bridge over Sugar Creek. Work can begin shortly after the award of the contract and will be completed by September 1, 2017.

OUTSTANDING ISSUES: None.

RECOMMENDATION:

- City Council Adopt:
- Resolution Ordering Construction of Raccoon River Drive over Sugar Creek Bridge Replacement
 - Fixing 2:00 p.m. on Wednesday, September 14, 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.
Appropriations/Finance	Tim Stiles, Finance Director
Legal	Richard Scieszinski, City Attorney
Agenda Acceptance	RTJ

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Works		
Date Reviewed	August 15, 2016		
Recommendation	Yes	No	Split

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

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

**Raccoon River Drive over Sugar Creek Bridge Replacement
Project No. 0510-065-2015**

is hereby ordered constructed according to the Plans and Specifications prepared by the Engineering Division of the City of West Des Moines and now on file in the office of 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 Monday, September 19, 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 thirteen (13) days nor more than forty-five (45) days prior to the date for receiving bids. Said bids are to be filed prior to 2:00 p.m. on Wednesday, September 14, 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, September 14, 2016, and the results of said bids shall be considered at a meeting of this Council on Monday, September 19, 2016, at 5:35 p.m. and acted upon at said time, or such time as may then be fixed.

PASSED AND APPROVED this 22nd day of August, 2016.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk



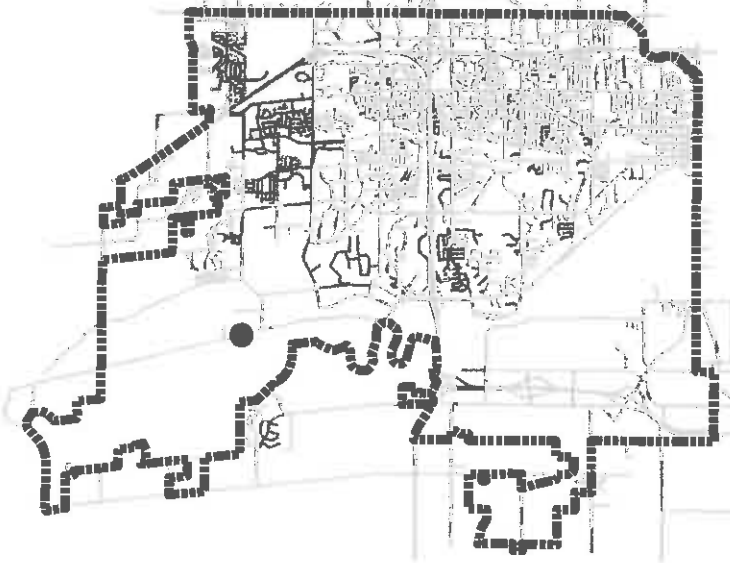
**OPINION OF PROBABLE CONSTRUCTION COSTS
 RACCOON RIVER DRIVE OVER SUGAR CREEK
 WEST DES MOINES, IA
 PROJECT NO. 0510-065-2015
 August 17, 2016**

SNYDER & ASSOCIATES
 Engineers and Planners

ITEM	DESCRIPTION	TOTAL QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
BRIDGE ITEMS					
1	Excavation, Class 10, Channel	1266	CY	\$ 25.00	\$ 31,650.00
2	Removal of Existing Bridge	1	LS	\$ 30,000.00	\$ 30,000.00
3	Excavation, Class 20	220	CY	\$ 40.00	\$ 8,800.00
4	Excavation, Class 21	106	CY	\$ 180.00	\$ 19,080.00
5	Structural Concrete (Bridge)	127.7	CY	\$ 800.00	\$ 102,160.00
6	High Performance Structural Concrete (Bridge)	270.3	CY	\$ 850.00	\$ 229,755.00
7	Reinforcing Steel	10535	LB	\$ 1.50	\$ 15,802.50
8	Reinforcing Steel, Epoxy Coated	71255	LB	\$ 1.50	\$ 106,882.50
9	Beams, Pretensioned Prestressed Concrete, BTB 55	8	EA	\$ 15,000.00	\$ 120,000.00
10	Beams, Pretensioned Prestressed Concrete, BTB 90	4	EA	\$ 20,000.00	\$ 80,000.00
11	Structural Steel	4615	LB	\$ 2.50	\$ 11,537.50
12	Concrete Barrier Railing	443	LF	\$ 80.00	\$ 35,440.00
13	Piles, Steel, HP10x57	1500	LF	\$ 65.00	\$ 97,500.00
14	Prebored Holes	120	LF	\$ 70.00	\$ 8,400.00
15	Bridge Wing Armoring - Erosion Stone	18	SY	\$ 110.00	\$ 1,980.00
16	Engineering Fabric	1786	SY	\$ 3.00	\$ 5,358.00
17	Revetment, Class E	2026	TON	\$ 55.00	\$ 111,430.00
18	Construction Survey	1	LS	\$ 20,000.00	\$ 20,000.00
BRIDGE ITEMS SUBTOTAL =					\$ 1,035,775.50
ROADWAY ITEMS					
19	Clearing and Grubbing	1.6	ACRE	\$ 10,000.00	\$ 16,000.00
20	Excavation, Class 10, Roadway and Borrow	11338	CY	\$ 10.00	\$ 113,380.00
21	Gravel Shoulder	243	TON	\$ 20.00	\$ 4,860.00
22	Paved Shoulder, PCC (Paved Shoulder Panel for Bridge End Drain)	47	SY	\$ 150.00	\$ 7,050.00
23	Bridge Approach Pavement, As Per Plan	546	SY	\$ 225.00	\$ 122,850.00
24	Bridge End Drain, DR-402	4	EACH	\$ 3,700.00	\$ 14,800.00
25	Steel Beam Guardrail	150	LF	\$ 50.00	\$ 7,500.00
26	Steel Beam Guardrail Barrier Transition Section	4	EACH	\$ 2,000.00	\$ 8,000.00
27	Steel Beam Guardrail End Anchor, Bolted	4	EACH	\$ 300.00	\$ 1,200.00
28	Steel Beam Guardrail End Terminal	4	EACH	\$ 2,800.00	\$ 11,200.00
29	Removal of Pavement	794	SY	\$ 20.00	\$ 15,880.00
30	Painted Pavement Markings, Waterborne or Solvent-Based	8.28	STA	\$ 75.00	\$ 621.00
31	Traffic Control	1	LS	\$ 10,000.00	\$ 10,000.00
32	Railroad Protective Liability Insurance for IAIS Railroad	1	LS	\$ 15,000.00	\$ 15,000.00
33	Storm Water Pollution Prevention Plan Inspections	40	EA	\$ 50.00	\$ 2,000.00
34	Storm Water Pollution Prevention Plan Preparation	1	LS	\$ 5,000.00	\$ 5,000.00
35	Storm Water Pollution Prevention Plan Management	1	LS	\$ 3,500.00	\$ 3,500.00
36	Mulching, Bonded Fiber Matrix	1.6	ACRE	\$ 5,000.00	\$ 8,000.00
37	Seeding and Fertilizing, Type 2 Mixture	0.8	ACRE	\$ 2,800.00	\$ 2,240.00
38	Seeding and Fertilizing, Type 5 Erosion Control Mix	0.8	ACRE	\$ 575.00	\$ 460.00
39	Silt Fence	1694	LF	\$ 2.25	\$ 3,811.50
40	Removal of Silt Fence	1694	LF	\$ 0.50	\$ 847.00
41	Perimeter and Slope Sediment Control Device, 9 in. Dia.	1000	LF	\$ 3.00	\$ 3,000.00
42	Removal of Perimeter and Slope Sediment Control Device	1000	LF	\$ 1.00	\$ 1,000.00
ROADWAY ITEMS SUBTOTAL =					\$ 378,199.50
ROADWAY + BRIDGE SUBTOTAL =					\$ 1,413,975.00



VICINITY MAP



LEGEND

PROJECT LOCATIONS



PROJECT: **Sugar Creek Conveyance Improvements (0510-065-2015)**

LOCATION: **Approximately 1000' West of South 88th Street & Raccoon River Drive**

DRAWN BY: JDR

DATE: 8-12-2016

SHT. 1 of 1

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

4(k)4

ITEM:

DATE: August 22, 2016

Resolution - Ordering Construction
Stagecoach Drive Improvements Project
South 88th Street West

FINANCIAL IMPACT:

The Engineering Estimate of construction cost for the Stagecoach Drive Improvements Project - South 88th Street West is \$1,232,578.00. Payments will be made from budgeted account no. 500.000.000.5250.490 with the ultimate funding intended to come from General Obligation Bonds.

BACKGROUND:

A Bid Letting should be scheduled for 2:00 p.m. on Wednesday, September 14, 2016, and a Public Hearing on the project should be scheduled for 5:35 p.m. on Monday, September 19, 2016. The contract would be awarded on Monday, September 19, 2016, and work will begin shortly thereafter. The completion date for the project is May 31, 2017.

The City's cost is collateralized by a Development Agreement with Hubbell Realty Company (Hubbell), which was approved by the Council on August 24, 2015. This agreement calls for Hubbell to construct single-family and multi-family units in the existing Woodland Hills Urban Renewal Area and requires the City to fund the construction of this section of Stagecoach Drive. Specifically, Hubbell is required to: (1) perform rough grading as needed for the construction by the City of Stagecoach Drive beginning approximately September 30, 2016; (2) dedicate all necessary right of way for the construction project, (3) construct residential housing units in the area with an assessed value of no less than \$28.0 million by January 1, 2028; and (4) provide assurance of payment to the City for any shortfall in construction costs due to the failure of Hubbell to construct the housing improvements.

OUTSTANDING ISSUES: None.

RECOMMENDATION:

City Council Adopt:

- Resolution Ordering Construction of Stagecoach Drive Improvements Project – South 88th Street West.
- Fixing 2:00 p.m. on Wednesday, September 14, 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.

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Works		
Date Reviewed	August 15, 2016		
Recommendation	Yes	No	Split

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

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

**Stagecoach Drive Improvements Project – South 88th Street West
Project No. 0510-015-2013**

is hereby ordered constructed according to the Plans and Specifications prepared by the Engineering Division of the City of West Des Moines and now on file in the office of 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 Monday, September 19, 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 thirteen (13) nor more than forty-five (45) days prior to the date for receiving bids. Said bids are to be filed prior to 2:00 p.m. on Wednesday, September 14, 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, September 14, 2016, and the results of said bids shall be considered at a meeting of this Council on Monday, September 19, 2016, at 5:35 p.m. and acted upon at said time, or such time as may then be fixed.

PASSED AND APPROVED this 22nd day of August, 2016.

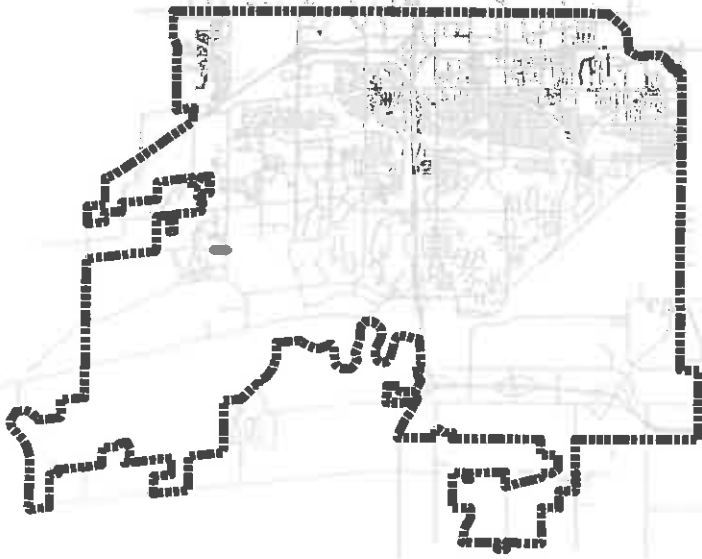
Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

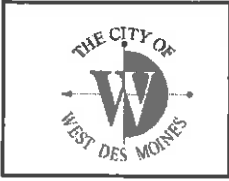


VICINITY MAP



LEGEND

PROJECT LOCATIONS 



PROJECT:	Stagecoach Drive (0510-015-2013)		
LOCATION:	South 88th Street to Existing Stagecoach Drive		
DRAWN BY: JDR	DATE: 8-12-2016	SHT. 1 of 1	

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

4(k)5

ITEM:

DATE: August 22, 2016

Resolution - Ordering Construction
Walnut Woods Drive Culvert Replacement and 27th Street Culvert Repair

FINANCIAL IMPACT:

The Engineering Estimate of Construction Cost for the Walnut Woods Drive Culvert Replacement and 27th Street Culvert Repair is \$190,955.00. Payments will be made from budgeted account no. 640.000.000.5250.490 with the ultimate funding intended to come from Stormwater Utility Fee Revenues.

BACKGROUND:

A Bid Letting should be scheduled for 2:00 p.m. on Wednesday, September 14, 2016, and a Public Hearing on the project should be scheduled for 5:35 p.m. on Monday, September 19, 2016. The contract would be awarded on Monday, September 19, 2016, and work will begin shortly thereafter.

The existing timber bridge on SE Walnut Woods Drive just west of the soccer complex entrance is in need of replacement and will be replaced with an arched aluminum culvert. The existing culvert under 27th Street just south of Vine Street is in need of critical attention and necessary repairs were incorporated into this project due to similarity of work. The Walnut Woods Drive Culvert Replacement is anticipated to be completed by October 30, 2016 and the 27th Street Culvert Repair is anticipated to be completed by November 30, 2016.

OUTSTANDING ISSUES:

None.

RECOMMENDATION:

- City Council Adopt:
- Resolution Ordering Construction of the Walnut Woods Drive Culvert Replacement and 27th Street Culvert Repair.
 - Fixing 2:00 p.m. on Wednesday September 14, 2016, as the time and date for project Bid Letting.
 - Ordering the City Clerk to publish notice of Letting and Public Hearing.

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

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Works		
Date Reviewed	August 15, 2016		
Recommendation	Yes	No	Split

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

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

**Walnut Woods Drive Culvert Replacement
and 27th Street Culvert Repair
Project No. 0510-063-2014**

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

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

BE IT FURTHER RESOLVED, that the City Clerk is hereby directed to publish notice of hearing on the Plans and Specifications, Form of Contract, Bid Security and Estimate of Costs for said project to be held at 5:35 p.m. on Monday, September 19, 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 thirteen (13) nor more than forty-five (45) days prior to the date for receiving bids. Said bids are to be filed prior to 2:00 p.m. on Wednesday, September 14, 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, September 14, 2016, and the results of said bids shall be considered at a meeting of this Council on Monday, September 19, 2016, at 5:35 p.m. and acted upon at said time, or such time as may then be fixed.

PASSED AND APPROVED 22nd day of August, 2016.

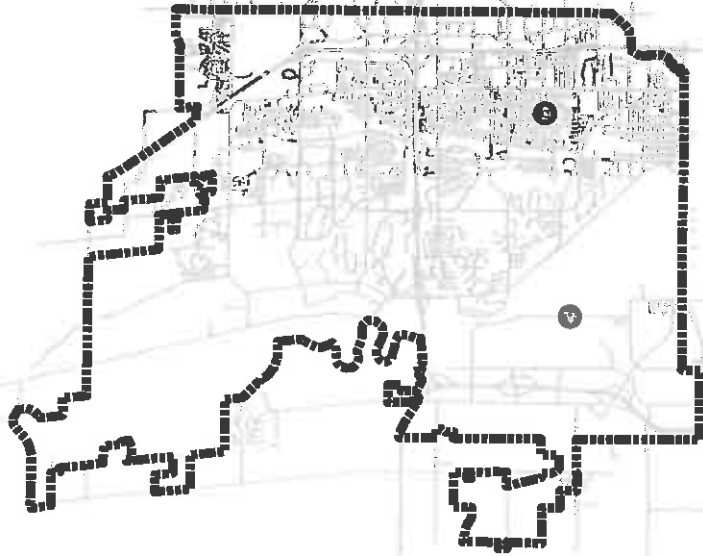
Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk



VICINITY MAP



LEGEND

PROJECT LOCATIONS



PROJECT: **Walnut Woods Drive Culvert Replacement (0510-063-2014)**

LOCATION: **Approximately 1000' West of Hidden Valley Soccer Complex**

DRAWN BY: JDR

DATE: 8-12-2016

SHT. 1 of 1

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

DATE: August 22, 2016

ITEM: Resolution - Approval of Lease Agreement between City of West Des Moines and Grand Avenue Veterinary Hospital, P.C., for 108 Grand Avenue, West Des Moines.

FINANCIAL IMPACT: \$1,000.00 per month to City.




SYNOPSIS: The City of West Des Moines acquired the property located at 108 Grand Avenue for the Walnut Creek Outfall Storm Sewer Improvements Project, Project Number 0510-009-2013. The building will eventually be demolished in order to allow for the installation of a storm sewer to serve the Val-Gate area. The seller, Grand Avenue Veterinary Hospital, P.C., requested to continue to lease the property from the City until demolition.

The Grand Avenue Veterinary Hospital, P.C., has negotiated the attached lease agreement with the City of West Des Moines for use of the building at 108 Grand Avenue. The monthly rate is \$1,000.00. The lease is a month to month lease, with a tentative date to vacate in mid-April 2017.

RECOMMENDATION: Approve the lease agreement between the City of West Des Moines and Grand Avenue Veterinary Hospital, P.C.

Lead Staff Member: Richard J. Scieszinski, City Attorney

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	
Date Reviewed	
Recommendation	

RESOLUTION APPROVING LEASE AGREEMENT BETWEEN THE CITY OF WEST DES MOINES AND GRAND AVENUE VETERINARY HOSPITAL, P.C. FOR THE PROPERTY LOCATED AT 108 GRAND AVENUE, WEST DES MOINES

WHEREAS, the City of West Des Moines acquired the property located at 108 Grand Avenue, West Des Moines, Iowa for the Walnut Creek Outfall Storm Sewer Improvements Project, Project Number 0510-009-2013; and

WHEREAS, the seller, Grand Avenue Veterinary Hospital, P.C., requested to continue to lease the property from the City until demolition of the building which will allow for the installation of a storm sewer to serve the Val-Gate area; and

WHEREAS, the City and the Grand Avenue Veterinary Hospital, P.C., have negotiated an agreement for the lease of the property; and

WHEREAS, pursuant to the terms and conditions of the negotiated Lease Agreement, the City Council of the City of West Des Moines finds that it is in the best interest of the City to approve the Agreement.

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

1. The Lease Agreement negotiated by the City of West Des Moines and the Grand Avenue Veterinary Hospital, P.C., is hereby approved.
2. The Mayor is authorized to sign the Lease Agreement and the City Clerk is directed to attest to the Mayor's signature.

PASSED AND ADOPTED this 22nd day of August, 2016.

ATTEST:

Steven K. Gaer, Mayor

Ryan T. Jacobson, City Clerk

**LEASE BETWEEN THE CITY OF WEST DES MOINES, IOWA AND
THE GRAND AVENUE VETERINARY HOSPITAL, P.C.**

THIS LEASE AGREEMENT ("Lease") is entered by and between the City of West Des Moines ("Landlord"), as the owner of the real property legally described as Lot 3, Linnwill Plat 2, City of West Des Moines, Polk County, Iowa, locally known as 108 Grand Avenue, West Des Moines, Iowa, including the existing parking area(s) and improvements located on the real property, (collectively the "Premises"), and Grand Avenue Veterinary Hospital, P.C. ("Tenant"), who agrees to lease the Premises from the Landlord, subject to the following terms and conditions:

1. **LEASE TERM:** This lease, which shall be effective May 1, 2016, shall have no fixed term but shall be month to month, subject to the requirement that termination of this lease shall require the terminating party to give written notice no less than sixty (60) calendar days prior to its termination, unless expressly waived in writing by both Landlord and Tenant (collectively the "Parties").
2. **LEASE PAYMENTS:** Tenant agrees to pay Landlord the amount of \$1,000.00 per month as rent for the Premises ("Rent"), with advance payment due on the first day of each month, mailed or delivered by Tenant to Landlord at 4200 Mills Civic Parkway, PO Box 65320, West Des Moines, Iowa 50265 or at any other address subsequently designated by Landlord.
3. **LATE CHARGES:** Tenant agrees that if any amount under Lease is more than five (5) days late, Tenant shall pay a late fee of \$50.00. Payment of accrued late fees shall not preclude or prohibit Landlord from pursuing any and all remedies for default available to it under this Lease.
4. **DEFAULTS:** If Tenant fails to perform or fulfill any obligation under this Lease, Tenant shall be in default of this Lease. Subject to any statute, ordinance or law to the contrary, Tenant shall have three (3) business days upon receipt of Notice of Default from Landlord to cure the default. Written notice of default shall be personally served or sent by certified mail by Landlord to Tenant at 108 Grand Avenue, West Des Moines, Iowa. In the event Tenant does not cure a default, Landlord may at Landlord's option (a) cure such default and the cost of such action may be added to Tenant's financial obligations under this lease; or (b) declare Tenant in default of the Lease. In the event of default, Landlord may also as permitted by law enter and take possession of the Premises.
5. **QUIET ENJOYMENT:** Tenant shall be entitled to quiet enjoyment of the Premises, and Landlord will not interfere with that right as long as Tenant pays the rent in a timely manner and performs all other obligations under this Lease.

6. **POSSESSION AND SURRENDER OF PREMISES:** Tenant shall be entitled to continued possession of the Premises. At the expiration of the Lease, Tenant shall peaceably surrender the Premises to Landlord or Landlord's agent in such condition as existed at the commencement of the Lease, reasonable wear and tear excepted, and shall remove all personal property from the Premises.
7. **USE OF PREMISES:** Tenant shall only use the Premises as a veterinary clinic/hospital. Tenant will comply with all laws, rules, ordinances, statutes and codes regarding the use of the Premises. Improper or illegal use of the Premises may be cause for termination of the lease.
8. **CONDITION OF PREMISES:** Tenant or Tenant's agent has inspected the Premises, the fixtures, the grounds and the building and improvements and acknowledges that the Premises are in good and acceptable condition and are habitable. If at any time during the term of this Lease, in Tenant's opinion, the conditions change, Tenant shall promptly provide reasonable notice to Landlord.
9. **ASSIGNMENT AND SUBLEASE:** Tenant shall not assign or sublease any interest in this Lease. Any assignment or sublease shall, at Landlord's option, terminate this Lease.
10. **DANGEROUS AND HAZARDOUS MATERIALS:** Tenant shall not keep or have on or around the Premises any item of a dangerous, flammable or explosive nature that might unreasonably increase the risk of fire or explosion. No hazardous material, as defined by the Code of Iowa and/or federal law, shall be allowed on the Premises unless necessary for the operation of the veterinary clinic/hospital. If any hazardous material is present, Tenant shall maintain and control the hazardous material in accordance with all applicable state and federal rules and regulations.
11. **UTILITIES AND SERVICES:** Tenant shall be responsible for and maintain an account in its name for the receipt and payment of all utilities and services required for the building, including but not limited to telephone, electricity, gas and water.
12. **TAXES:** Tenant shall have no responsibility for the payment of real property taxes for the Premises.
13. **ALTERATIONS AND IMPROVEMENTS:** Tenant agrees not to make any permanent improvements or alterations to the Premises without prior written consent of the Landlord. If any alterations, improvements or changes are made to or built on or around the Premises, with the exception of fixtures and personal property that can be removed without damage to the Premises, the improvements or alterations shall become the property of Landlord and shall remain at the expiration of the Lease, unless otherwise mutually agreed in writing.
14. **DAMAGE TO PREMISES:** If the Premises or part of the Premises are damaged or destroyed by fire or other casualty not due to Tenant's negligence, the rent will be abated

during the time that the Premises are uninhabitable. If Landlord determines at its sole option not to repair or rebuild the Premises, this Lease shall terminate and the rent shall be prorated to the time of the damage. Any unearned rent paid in advance shall be refunded to Tenant.

15. **MAINTENANCE AND REPAIR:** Tenant will, at Tenant's sole expense, keep and maintain the Premises in good, clean and sanitary condition and repair during the term of this lease. Tenant shall be responsible to maintain and make repairs to the building fixtures, appliances and equipment therein. Snow removal from sidewalks and parking areas on the Premises shall be the sole responsibility of the Tenant.
16. **LANDLORD RESPONSIBILITIES:** Landlord shall be responsible to maintain the structure of the building. In the event a state or federal agency requires improvements to the property, the Landlord reserves the right to either re-negotiate the terms of this lease with the tenant or terminate the lease. If the lease must be terminated, Landlord will provide (sixty) 60 days written notice to Tenant.
17. **RIGHT OF INSPECTION:** Tenant agrees to make the premises available to Landlord or Landlord's agents for the purposes of inspection, to make repairs or improvements, to supply agreed services, or in case of an emergency. Except in case of an emergency, Landlord shall give Tenant twenty-four (24) hour verbal or written notice prior to accessing the Premises.
18. **ABANDONMENT:** If Tenant abandons the Premises or any personal property during the term of this Lease, Landlord may at its option enter the Premises by any legal means without liability to Landlord and may at Landlord's option terminate the Lease. Abandonment is defined as absence of the Tenant from the premises for at least thirty (30) consecutive days without notice to Landlord. If Tenant abandons the premises while the rent is outstanding for more than thirty (30) days and there is no reasonable evidence, other than the presence of the Tenants' personal property, that the Tenant is occupying the unit, Landlord may at Landlord's option terminate this lease and regain possession and, if necessary, dispose of all abandoned personal property on the Premises in any manner allowed by law.
19. **EXTENDED ABSENCES:** In the event Tenant will be away from the premises for more than fifteen (15) consecutive days, Tenant agrees to notify Landlord in writing of such absence. During such absence, Landlord may enter the Premises at times reasonably necessary to maintain the property and inspect for damages and needed repairs.
20. **SECURITY:** Tenant acknowledges that Landlord does not provide any security alarm system or other security for Tenant or the Premises. Tenant releases Landlord from any liability resulting from any loss, damage, claim or injury resulting from the failure or lack of any alarm or security system.
21. **INSURANCE:** Tenant shall maintain for the Leased Premises:

Commercial general liability insurance with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate and which shall include the City of West Des Moines as additional insured with a waiver of subrogation.

Statutory Workers' Compensation and Employer's Liability insurance with limits of \$500,000 bodily injury each employee, each accident and policy limits and including a waiver of subrogation in favor of the City of West Des Moines.

Commercial Umbrella insurance with limits of at least \$1,000,000 per occurrence and aggregate on a follow form basis.

A copy of the policy or a certificate of insurance shall be delivered to Landlord on or before the commencement date and no such policy shall be cancellable without ten (10) days prior written notice to Landlord.

22. **INDEMNIFICATION:** To the extent permitted by law, and unless due to the intentional or negligent acts of Landlord, Tenant will indemnify and hold Landlord free and harmless from any liability for losses, claims, injury to or death of any person, including Tenant, or for damage to property arising from Tenant using and occupying the Premises, or from the acts or omissions of any person or persons, including Tenant, in or about the premises with Tenant's express or implied consent. Landlord will indemnify and hold Tenant harmless from any liability for loss, claims, injury or death of any person, or for damage to the property for the specific acts or omissions of Landlord, Landlord's employees or agents.

23. **DISPLAY OF SIGNS:** Tenant agrees that no signs shall be placed on the Premises unless in compliance with the West Des Moines Code of Ordinances as approved by the City of West Des Moines.

24. **NOTICE:** Any formal notice required or otherwise given pursuant to this Lease shall be in writing and mailed certified return receipt requested, postage prepaid, or personally delivered. If to Tenant notice shall be given at Grand Avenue Veterinary Hospital, P.C., 108 Grand Avenue, West Des Moines, Iowa 50265-3710, Attn: Suzanne E. Robinson. If to Landlord notice shall be given at the address for payment of rent. Either party may change such addresses from time to time by providing notice as set forth above.

Emergency contact or maintenance information shall be given as follows:

To Tenant: Jen Firzlaff, Practice Manager
Grand Avenue Veterinary Hospital
108 Grand Avenue, West Des Moines, IA 50265
(515) 274-3489

To Landlord: Gary Rank, Facilities Manager
City of West Des Moines
550 South 16th Street, West Des Moines, IA 50265
(515) 222-3350

25. **NOISE, DISTURBANCES AND COMPLIANCE WITH CITY, STATE AND FEDERAL LAW.** Tenant shall not cause or allow any unreasonably loud noise or activity on the Premises that might disturb the rights, comforts and conveniences of other persons, including occupants of adjacent properties. Tenant shall maintain compliance with all city, state and federal law.
26. **BINDING EFFECT:** The covenants and conditions contained in the Lease shall apply to and bind the Parties and the heirs and legal representatives of the Parties.
27. **GOVERNING LAW:** This Lease shall be governed by and construed in accordance with the laws of the state of Iowa.
28. **CUMULATIVE RIGHTS:** Landlord's and Tenant's rights under this Lease are cumulative and shall not be construed as exclusive of each other unless otherwise required by law.
29. **WAIVER:** The failure of either party to enforce any provisions of this Lease shall not be deemed a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease. The acceptance of rent by Landlord does not waive Landlord's right to enforce any provision of this Lease.
30. **SEVERABILITY:** If any part or parts of this Lease shall be held unenforceable for any reason, the remainder of this Lease shall continue in full force and effect. If any provision of this Lease is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.
31. **ENTIRE AGREEMENT:** This Lease constitutes the entire agreement between the parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may only be modified in writing and must be signed by both Landlord and Tenant.

IN WITNESS WHEREOF the Parties have caused this Lease to be executed on the latter of the dates written below but to be effective retroactively as of May 1, 2016.

LANDLORD:
CITY OF WEST DES MOINES, IOWA

Dated this ___ day of _____, 2016.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. 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 the State of Iowa, personally appeared Steven K. Gaer and Ryan T. Jacobson, to me known to be the Mayor and City Clerk, respectively, of the City of West Des Moines, Iowa; that this record was signed on behalf of the City, by authority of its City Council as contained in Resolution No. _____ approved on the ___ day of _____, 2016 by the City Council of the City of West Des Moines, Iowa, and that the Mayor and City Clerk acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the City, by it voluntarily executed.

Notary Public

TENANT:
**GRAND AVENUE VETERINARY
HOSPITAL, P.C.**

Dated this 3rd day of August, 2016.

Suzanne E. Robinson
Suzanne E. Robinson

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

DATE: August 22, 2016

ITEM:

Resolution - Approving Professional Services Agreement
2017 Street Reconstruction Project
Bolton & Menk, Inc.

FINANCIAL IMPACT:

The cost of the Professional Services Agreement associated with the design of this project is anticipated not to exceed \$66,340.00 for Basic Services. In addition, the cost for performing Resident Consultant Services will not exceed \$71,680.00. 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. All costs for these services can be paid from budgeted account no. 500.000.000.5250.495 with the ultimate funding intended to come from General Obligation Bonds.

BACKGROUND:

Approval of this action authorizes Bolton & Menk, Inc. to perform the professional services necessary for the reconstruction of 3rd Street from Railroad Avenue to Walnut Street.

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

OUTSTANDING ISSUES: None

RECOMMENDATION:

City Council Adopt:

- Resolution Approving Professional Services Agreement.

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

STAFF REVIEWS

Department Director	Duane C. Wittstock, 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	August 15, 2016		
Recommendation	Yes	No	Split

Resolution Approving Professional Services Agreement

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

**2017 Street Reconstruction Project
Project No. 0510-001-2017**

and,

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

WHEREAS, Engineering Services Department staff have recommended Plans, Specifications, Form of Contract, and Estimate of Cost be prepared by Bolton & Menk, Inc., and,

WHEREAS, the Engineering Services Department has obtained a written proposal from Bolton & Menk, Inc. to do the work requested, which estimates the following cost to the City of West Des Moines;

Basic Services of the Consultant	\$66,340.00
Resident Consultant Services	<u>\$71,680.00</u>
Total	\$138,020.00

therefore,

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

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

PASSED AND APPROVED this 22nd day of August 2016.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This Agreement is made and entered into this 22 day of August, 2016, by and between the CITY OF WEST DES MOINES, a municipal corporation, hereinafter referred to as "City", and Bolton & Menk, Inc., (Fed. I.D. # 41-0832249), 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>66,340.00</u>
II. Resident Consultant Services	\$ <u>71,680.00</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'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: Bolton & Menk, Inc.
 Attn: Matthew Ferrier
 Address: 309 E. 5th Street, Suite 200
 City, State: Des Moines, IA 50309

6. GENERAL COMPLIANCE

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

7. STANDARD OF CARE

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

8. INDEPENDENT CONTRACTOR

Consultant understands and agrees that the Consultant and Consultant's employees and representatives are not City employees. Consultant shall be solely responsible for payment of salaries, wages, payroll taxes, unemployment benefits, or any other form of compensation or benefit to Consultant or Consultant's employees, representatives or other personnel performing the professional services specified herein, whether it be of a direct or indirect nature. Further, it is expressly understood

and agreed that for such purposes neither Consultant nor Consultant's employees, representatives or other personnel shall be entitled to any City payroll, insurance, unemployment, worker's compensation, retirement, or any other benefits whatsoever.

9. NON-DISCRIMINATION

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

10. HOLD HARMLESS

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

11. ASSIGNMENT

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

12. APPROPRIATION OF FUNDS

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

13. AUTHORIZED AMENDMENTS TO AGREEMENT

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

Consultant's sole responsibility to know, determine, and ascertain the authority of the City representative signing any amendment, directive or order.

14. OWNERSHIP OF CONSULTING DOCUMENTS

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

15. INTERPRETATION

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

16. COMPLIANCE WITH FEDERAL LAW

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

17. SOLICITATION AND PERFORMANCE

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

18. SUSPENSION AND TERMINATION OF AGREEMENT

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

workers' compensation insurance or other insurance provided for in this Agreement. In the event of such default by the Consultant, the City may give ten (10) days written notice to the Consultant of the City's intent to terminate the Agreement. Consultant shall have ten (10) days from notification to remedy the conditions constituting the default.

D. In the event that this Agreement is terminated in accordance with paragraph C of this section, the City may take possession of any work and may complete any work by whatever means the City may select. The cost of completing said work shall be deducted from the balance which would have been due to the Consultant had the Agreement not been terminated and work completed in accordance with contract documents.

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

19. TAXES

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

20. SEVERABILITY

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

21. MISCELLANEOUS HEADINGS

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

22. FURTHER ASSURANCES

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

23. COUNTERPARTS

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

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

CONSULTANT

BY: Matthew W. Ferrier
Matthew W. Ferrier, Principal Project Manager

CITY OF WEST DES MOINES

BY: _____
Ryan T. Jacobson, City Clerk

ATTACHMENT 1

SCOPE OF SERVICES

DESCRIPTION OF PROJECT AND SCOPE OF IMPROVEMENTS

Basic Services of the Engineer - The Consultant agrees to provide professional services required for the design of 2017 Street Reconstruction Project 0510-001-2017, reconstruction of 3rd Street from Railroad Avenue to Walnut Street. The work will consist of completing Topographic Survey, Street Design, Storm Sewer Design, Utility coordination, Bidding Services, and Construction Administration.

I.A. Basic Scope of Services

- A. The Consultant will perform a topographic survey for 3rd Street from Railroad Avenue to Vine Street.
- B. The Consultant will complete all aspects of design needed for the construction of 3rd Street from Railroad Ave to Walnut Street. Preliminary and Final plans and specifications will be provided to the City for review and approval. The design elements include:
 - a. Horizontal and vertical roadway alignment
 - b. Removals
 - c. Pavement design
 - d. Driveway placement
 - e. Storm sewer design
 - f. Water main design
 - g. Quantities and estimate reference notes
 - h. Engineer's Opinion of Probable Cost (OPC)
 - i. Project manual and project specifications
- C. The Consultant will coordinate a design review meetings with the City at the preliminary design (approximately 50% of final design) and at 90% design stage. The Consultant will incorporate a design review comment prior to final issuance of specifications and construction drawings.
- D. The consultant will coordinate project activities with franchise utilities. Coordination activities will begin at 50% design phase and continue throughout construction activities.
- E. The Consultant will assist the City of West Des Moines in completing a public informational meeting.
- F. The Consultant will meet with individual residents and affected parties as part of the public outreach for the reconstruction project.
- G. The Consultant will identify any acquisitions and easements and provide acquisition plats to the City of West Des Moines.
- H. The consultant will complete an environmental review of the project corridor to determine any impacts.
- I. The Consultant will provide bidding assistance to the City of West Des Moines.
- J. The Consultant will schedule and lead a pre-construction meeting. The meeting will be coordinated

with other project in the area.

II.A. Resident Consultant Services

- A.** Resident Project Representative (RPR) is programmed for 30 hours per week for an estimated 16 week construction period.
- B.** The Consultant will provide plan interpretation, as-constructed electronic and hard copy drawings and establishing necessary property corners.

ATTACHMENT 2 PROJECT SCHEDULE

The anticipated project schedule:

Topographic Survey	September 2016
Preliminary Design and Design Review	October 2016
Final Design and Review	December 2016
Public Outreach	December 2016
Project Letting	January 2017
Project Construction	May – October 2017

ATTACHMENT 3
SCHEDULE OF FEES

2016 Schedule of Fees



The following Fee Schedule is based upon competent, responsible professional services and is the minimum, below which adequate professional standards cannot be maintained. It is, therefore, to the advantage of both the Professional and the Client that fees be commensurate with the service rendered. Charges are based on hours spent at hourly rates in effect for the individuals performing the work. The hourly rates for Principals and members of the staff vary according to skill and experience. The current specific billing rate for any individual can be provided upon request.

The Fee Schedule shall apply for the period through December 31, 2016. These rates may be adjusted annually thereafter to account for changed labor costs, inflation, or changed overhead conditions.

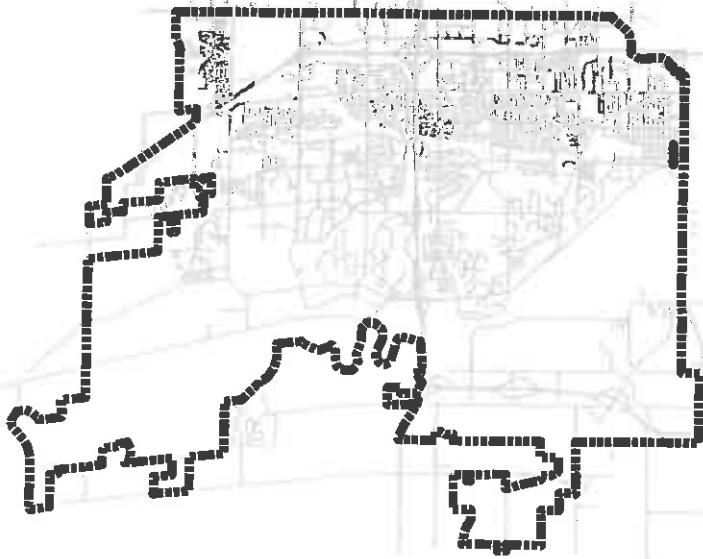
These rates include labor, general business and other normal and customary expenses associated with operating a professional business. Unless otherwise agreed, the above rates include vehicle and personal expenses, mileage, telephone, survey stakes and routine expendable supplies; and no separate charges will be made for these activities and materials. Expenses beyond the agreed scope of services and non-routine expenses, such as large quantities of prints, extra report copies, outsourced graphics and photographic reproductions, document recording fees, outside professional and technical assistance and other items of this general nature, will be invoiced separately. Rates and charges do not include sales tax, if applicable.

Employee Classification	Hourly Billing Rates
Sr. Principal Engineer/Surveyor	\$170-240/Hour
Sr. Project Manager - Principal Engineer/Surveyor/GIS/LA	\$127-180
Senior Transportation/Aviation Planner	\$125-175
Project Manager (Inc. Landscape Architect and GIS)	\$106-170
Project/Design Engineer/Planner/Landscape Architect	\$52-170
Licensed Surveyor (Inc. Lic. Project Surveyor or Manager)	\$94-165
Project Surveyor	\$82-130
Specialist (Nat Resources; GIS; Traffic; Graphics; Other)	\$47-140
Senior Technician (Inc. Survey ¹)	\$72-165
Technician (Inc. Survey ¹)	\$33-140
Administrative Support & Clerical	\$29-110
Structural/Electrical/Mechanical/Architect	\$120-215
GPS/Robotic Survey Equipment	NO CHARGE
CAD/Computer Usage	NO CHARGE
Routine Office Supplies	NO CHARGE
Routine Photo Copying/Reproduction	NO CHARGE
Field Supplies/Survey Stakes & Equipment	NO CHARGE
Mileage	NO CHARGE

¹ No separate charges will be made for GPS or robotic total stations on Bolton & Menk, Inc. survey assignments; the cost of this equipment is included in the rates for Survey Technicians.



VICINITY MAP



LEGEND

PROJECT LOCATIONS



PROJECT:	2017 Street Reconstruction (0510-001-2017)		
LOCATION:	3rd Street from Railroad to Walnut		
DRAWN BY: JDR	DATE: 8-12-2016	SHT. 1 of 1	

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

DATE: August 22, 2016

ITEM:

Resolution - Approving Professional Services Agreement
Law Enforcement Center Metal Roof Repairs
Design Alliance, Inc.

FINANCIAL IMPACT:

The cost of the Professional Services Agreement associated with the design of this project is anticipated not to exceed \$10,110.00 for Basic Services. In addition, the cost for performing Resident Consultant Services will not exceed \$4,145.00. 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. All costs for these services can be paid from budgeted account no. 500.000.000.5250.495 with the ultimate funding intended to come from General Obligation Bonds.

BACKGROUND:

Approval of this action authorizes Design Alliance, Inc. to perform the professional services necessary for the repairs to the metal roof at the Law Enforcement Center located at 250 Mills Civic Parkway.

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

OUTSTANDING ISSUES: None

RECOMMENDATION:

City Council Adopt:

- Resolution Approving Professional Services Agreement.

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

STAFF REVIEWS

Department Director	Duane C. Wittstock, 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	August 15, 2016		
Recommendation	Yes	No	Split

Resolution Approving Professional Services Agreement

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

**Law Enforcement Center Metal Roof Repairs
Project No. 0510-014-2016**

and,

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

WHEREAS, the Engineering Services Department staff have recommended Plans, Specifications, Form of Contract, and Estimate of Cost be prepared by Design Alliance, Inc., and,

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

Basic Services of the Consultant	\$10,110.00
Resident Consultant Services	<u>\$4,145.00</u>
Total	\$14,255.00

therefore,

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

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

PASSED AND APPROVED this 22nd day of August 2016.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This Agreement is made and entered into this 22nd day of August, 2016, by and between the CITY OF WEST DES MOINES, a municipal corporation, hereinafter referred to as "City", and Design Alliance, Inc., (Fed. I.D. #42-1062556), 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	\$10,110
II. Resident Consultant Services	\$4,145

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

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

4. INSURANCE

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

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

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

5. NOTICE

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

FOR THE CITY:

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

FOR THE CONSULTANT:

Name: Design Alliance, Inc.
Attn: David J. Harrison, Sect.
Address: 14225 University Ave Suite 110
City, State: Waukee, 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.

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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.

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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.

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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.

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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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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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shall have no claims against the City except for the value of the work performed up to the date the Agreement is terminated.

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20. SEVERABILITY

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

21. MISCELLANEOUS HEADINGS

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

22. FURTHER ASSURANCES

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

23. COUNTERPARTS

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

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

CONSULTANT

CITY OF WEST DES MOINES

BY: 
David J. Harrison

BY: _____
Ryan T. Jacobson, City Clerk

ATTACHMENT 1

SCOPE OF SERVICES

Project Scope involves design services for analyzing causes of issues concerning the LEC metal roof, and preparing design and Construction Documents for the remodeling metal roof portions of the building. Approximate construction budget is \$25,000.

Issues to be explored include wall staining related to flashing issues, leaks in the area of the Captain's office, sealant failures, surface coating failures, clip failures and potential closure of the internal gutter near the main building entrance.

The scope of the work includes the preparation of a detailed quantity and unit price opinion of the probable construction cost. The scope does not include surveying, geotechnical explorations or reporting, construction material testing, or special inspections. The scope does not include any subconsultant engineering services.

The work included in basic services includes the services normally associated with Analysis and Design Development, Construction Document, and Bidding Phase services. These services include developing the design in collaboration with City Staff. The project will be publically bid.

The work included in "resident services" includes:

- Visit the project site to observe construction at intervals appropriate to the construction activity.
- Prepare proposal requests for necessary changes to the construction documents.
- Conduct construction meetings, anticipated every two (2) weeks and prepare / distribute minutes.
- Prepare and distribute written architect's field reports.
- Review and process shop drawings.
- Prepare material and finishes / color schemes for review and issue final selections.
- Resolve construction issues on a timely basis.
- Review and certify Contractor's Pay Applications.
- Address RFI's on a timely basis.
- Prepare Change Orders as required.
- Conduct one substantial completion inspection and a final follow-up.
- Review closeout documentation and prepare Certificate of Final Acceptance.

ATTACHMENT 2

PROJECT SCHEDULE

The following design and construction schedule is anticipated:

- Authorization to proceed with design – August 29, 2016
- Services normally associated with Analysis and Design Development shall be complete by December 1, 2016.
- Services normally associated with Construction Documents shall be complete by January 10, 2017.
- Bidding shall be complete by February 1, 2017.
- Construction shall be complete by May 1, 2017.

ATTACHMENT 3

SCHEDULE OF FEES

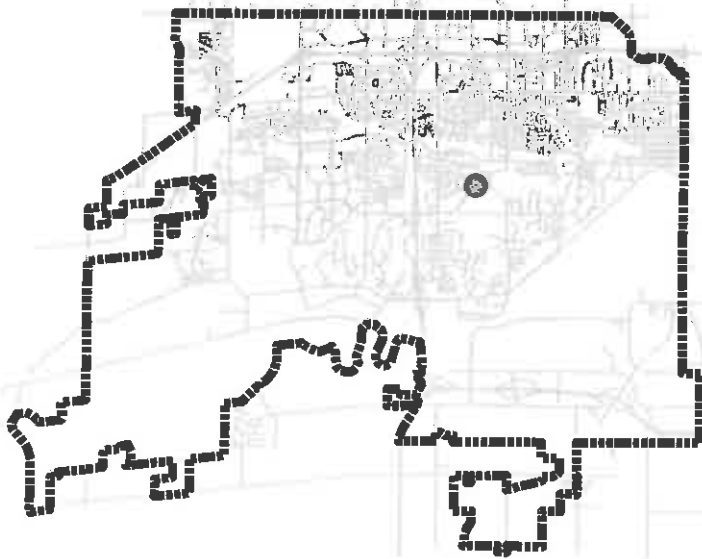
The following fee breakdown is applicable to this project:

- Basic Services: \$10,110
 - Professional Services: \$9,440
 - Including Cost Estimating
 - Mileage: \$39
 - In-house printing: \$51
 - Printing of Construction Documents: \$580
- Resident Services: \$4,145
 - Professional Services: \$4,055
 - Mileage: \$39
 - In-house printing \$51

Total Fee \$14,255



VICINITY MAP



LEGEND

PROJECT LOCATIONS



PROJECT: **Law Enforcement Center Metal Roof Repair (0510-014-2016)**

LOCATION: **250 Mills Civic Parkway**

DRAWN BY: JDR

DATE: 8-12-2016

SHT. 1 of 1

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

DATE: August 22, 2016

ITEM:

Resolution - Approving Professional Services Agreement
Library Atrium Windows Improvements
Studio Melee

FINANCIAL IMPACT:

The cost of the Professional Services Agreement associated with the design of this project is anticipated not to exceed \$11,250.00 for Basic Services. In addition, the cost for performing Resident Consultant Services will not exceed \$3,300.00. 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. All costs for these services can be paid from budgeted account no. 500.000.000.5250.495 with the ultimate funding intended to come from General Obligation Bonds.

BACKGROUND:

Approval of this action authorizes Studio Melee to perform the professional services necessary for the removal/resealing or replacement of the curtain-wall windows on the northeast face of the multiple-story entry atrium at the West Des Moines Public Library located at 4000 Mills Civic Parkway.

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

OUTSTANDING ISSUES: None

RECOMMENDATION:

City Council Adopt:

- Resolution Approving Professional Services Agreement.

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

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Works		
Date Reviewed	August 15, 2016		
Recommendation	Yes	No	Split

Resolution Approving Professional Services Agreement

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

**Library Atrium Windows Improvements
Project No. 0510-015-2016**

and,

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

WHEREAS, the Engineering Services Department staff have recommended Plans, Specifications, Form of Contract, and Estimate of Cost be prepared by Studio Melee, and,

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

Basic Services of the Consultant	\$11,250.00
Resident Consultant Services	<u>\$3,300.00</u>
Total	\$14,550.00

therefore,

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

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

PASSED AND APPROVED this 22nd day of August 2016.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This Agreement is made and entered into this 22 day of August, 2016, by and between the CITY OF WEST DES MOINES, a municipal corporation, hereinafter referred to as "City", and MELEE, L.L.C. (doing business as "STUDIO MELEE"), (Fed. I.D. 46-4949004), 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>\$ 11,250.00</u>
II. Resident Consultant Services	<u>\$ 3,300.00</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'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: MELEE, L.L.C. (dba: Studio Melee)
Attn: Curtis D. Ehler, AIA
Address: 1312 Locust Street, Suite 100z
City, State: Des Moines, Iowa 50309

6. GENERAL COMPLIANCE

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

7. STANDARD OF CARE

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

8. INDEPENDENT CONTRACTOR

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

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

9. NON-DISCRIMINATION

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

10. HOLD HARMLESS

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

11. ASSIGNMENT

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

12. APPROPRIATION OF FUNDS

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

13. AUTHORIZED AMENDMENTS TO AGREEMENT

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

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

14. OWNERSHIP OF CONSULTING DOCUMENTS

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

15. INTERPRETATION

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

16. COMPLIANCE WITH FEDERAL LAW

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

17. SOLICITATION AND PERFORMANCE

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

18. SUSPENSION AND TERMINATION OF AGREEMENT

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

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

19. TAXES

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

20. SEVERABILITY

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

21. MISCELLANEOUS HEADINGS

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

22. FURTHER ASSURANCES

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

23. COUNTERPARTS

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

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

CONSULTANT

BY:


 Jamie Malloy, AIA – Owner Architect

CITY OF WEST DES MOINES

BY:

 Ryan T. Jacobson, City Clerk

ATTACHMENT 1

SCOPE OF SERVICES

Project scope involves professional consulting design services for the Analysis of Existing Conditions, Preliminary Design Options, Construction Documentation, Bidding, and Construction Administration – Resident Services associated with the curtain-wall window on the northeast face of the multiple-story entry atrium on the West Des Moines Public Library.

Analysis of Existing Conditions:

1. Review existing drawings and documentation provided by the city of West Des Moines to develop an understanding of the existing window system and its associated construction detailing.
2. Visit the project site to review and document the existing window system. This includes documentation of the current condition of the window framing system, the window glazing units, and the condition of adjacent sills, jambs, headers, and supporting elements.
3. Compile the Analysis of Existing Conditions into a single document and review with the Owner.

Preliminary Design Options:

1. Prepare a written recommendation for potential design solutions (design solutions will describe the scope of work, the approximate timeline/phasing, and the estimated cost of construction).
2. Review the potential design solutions with the Owner.

Construction Documentation:

1. Once a design solution is selected and approved by the Owner, prepare construction drawings and specifications. The construction drawings will include all necessary information for acquiring a building permit, bidding the work to contractors, and construction of the project.
2. Review the final construction documents with the Owner.

Bidding:

1. Assist in the distribution of Bidding and Construction Documents to relevant plan holders/bidders.
2. Attend the pre-bid meeting.
3. Review questions from bidders and provide responses.
4. Review requests for substitutions and make decisions on whether substitutions are acceptable.
5. Prepare addenda.
6. Attend bid opening/letting, read bids and compile bid tabulation.
7. Review bid tabulation with the Owner and assist in contractor selection.

Construction Administration – Resident Services:

1. Attend pre-construction meetings.
2. Review submittals (including samples, shop drawings and product data).
3. Select final color, material or other aesthetic design options presented by the contractor.
4. Review requests for additional information from contractors and provide responses.
5. Review change order requests and provide recommendation to the Owner.
6. Review payment applications from the contractor and sign/certify.
7. Attend semi-weekly or monthly construction progress meetings (to be held at the project site) and prepare meeting minutes along with a site observation field report.
8. Upon substantial completion, prepare one final inspection report (punch list) and one follow-up.
9. Incorporate any changes into electronic record documents and deliver to Owner (in PDF format).

-Scope does not include work for the future flat roof replacement, but that future work will be accommodated in the design of the window repairs.

Scope does not include analysis or replacement of the adjacent clerestory windows, the new storefront entry doors, or the curtain-wall window on the southwest (opposite) face of the multiple-story entry atrium.

- Scope does not include civil, structural, mechanical, electrical, plumbing, or fire suppression engineering.
- Scope does not include identification or removal of hazardous materials.
- Scope does not include whole building energy analysis or commissioning.
- The front-end portion of the specification (Divisions 0 and 1) shall be provided by the Owner.

ATTACHMENT 2

PROJECT SCHEDULE

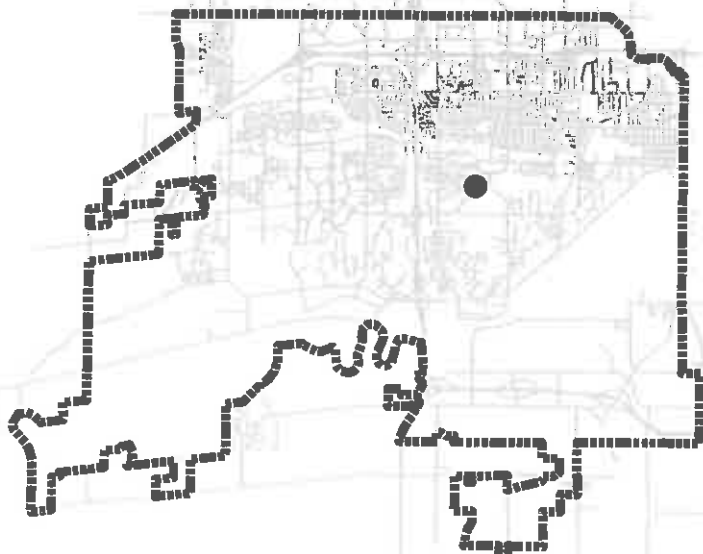
Project schedule is based on a start date of August 22nd, 2016 and the City's fiscal calendar which runs from July 1st to June 30th (fiscal cycle requires that construction not occur until after June 30th, 2017).

The following schedule is anticipated but can be modified if dates are inconvenient to the Owner:

August 22 nd , 2016	Approval of Consultant Agreement - City Council
August 23 rd , 2016 – October 7 th , 2016	<u>Basic Services of the Consultant:</u> Analysis of Existing Conditions (7 weeks)
October 10 th , 2016 – October 28 th , 2016	Preliminary Design Options (3 weeks) Cost estimates to be provided to city for inclusion in FY17-18 budget.
October 31 st , 2016 – December 16 th , 2016	Design Development (7 weeks)
December 19 th , 2016 – January 13 th , 2016	100% Construction Documents (4 weeks)
January 16 th , 2016	<u>Construction Administration – Resident Services:</u> Documents sent out for Bid – Notice of Letting
February 10 th , 2016	Bid Opening
July 3 rd , 2017	Approval of Contractor Agreement - City Council
July, August, September and October of 2017	Construction (4 potential months)



VICINITY MAP



LEGEND

PROJECT LOCATIONS



PROJECT: **Library Atrium Window Replacement (0510-015-2016)**

LOCATION: **4000 Mills Civic Parkway**

DRAWN BY: JDR

DATE: 8-12-2016

SHT. 1 of 1

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

DATE: August 22, 2016

ITEM:

Resolution - Approving Professional Services Agreement
Public Safety Station 18 Building Exterior Improvements
Design Alliance, Inc.

FINANCIAL IMPACT:

The cost of the Professional Services Agreement associated with the design of this project is anticipated not to exceed \$16,255.00 for Basic Services. In addition, the cost for performing Resident Consultant Services will not exceed \$6,840.00. 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. All costs for these services can be paid from budgeted account no. 500.000.000.5250.495 with the ultimate funding intended to come from General Obligation Bonds.

BACKGROUND:

Approval of this action authorizes Design Alliance, Inc. to perform the professional services necessary for the building exterior improvements at Public Safety Station 18. Improvements include work such as joint sealing, flashing repairs, thermal breaks at masonry walls and other similar types of work identified during the exterior review.

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

OUTSTANDING ISSUES: None

RECOMMENDATION:

City Council Adopt:

- Resolution Approving Professional Services Agreement.

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

STAFF REVIEWS

Department Director	Duane C. Wittstock, 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	August 15, 2016		
Recommendation	Yes	No	Split

Resolution Approving Professional Services Agreement

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

**Public Safety Station 18 Building Exterior Improvements
Project No. 0510-017-2015**

and,

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

WHEREAS, the Engineering Services Department staff have recommended Plans, Specifications, Form of Contract, and Estimate of Cost be prepared by Design Alliance, Inc., and,

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

Basic Services of the Consultant	\$16,255.00
Resident Consultant Services	<u>\$6,840.00</u>
Total	\$23,095.00

therefore,

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

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

PASSED AND APPROVED this 22nd day of August 2016.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This Agreement is made and entered into this 22nd day of August, 2016, by and between the CITY OF WEST DES MOINES, a municipal corporation, hereinafter referred to as "City", and Design Alliance, Inc., (Fed. I.D. #42-1062556), 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	\$16,255
II. Resident Consultant Services	\$6,840

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

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

4. INSURANCE

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

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

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

5. NOTICE

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

FOR THE CITY:

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

FOR THE CONSULTANT:

Name: Design Alliance, Inc.
Attn: David J. Harrison, Sect.
Address: 14225 University Ave Suite 110
City, State: Waukee, 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.

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

19. TAXES

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

20. SEVERABILITY

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

21. MISCELLANEOUS HEADINGS

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

22. FURTHER ASSURANCES

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

23. COUNTERPARTS

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

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

CONSULTANT

CITY OF WEST DES MOINES

BY: 
David J. Harrison

BY: _____
Ryan T. Jacobson, City Clerk

ATTACHMENT 1

SCOPE OF SERVICES

Basic Services

Design Services for a reroofing project of the low sloped roof at West Des Moines Fire Station #18. Approximate construction budget is \$102,000.

Services and design may be integrated with the Station #18 Exterior Improvements Project, which is also to be accomplished by Design Alliance.

Mechanical and electrical design services related to the roofing project shall be provided by the City.

The scope of the work includes the preparation of a detailed quantity and unit price opinion of the probable construction cost. The scope does not include surveying, geotechnical explorations or reporting, construction material testing, existing roofing sampling or special inspections. The scope does not include any subconsultant engineering services.

The work included in basic services includes the services normally associated with Design Development, Construction Document, and Bidding Phase services. These services include developing the design in collaboration with City Staff. The project will be publically bid.

Resident Services

The work included in "resident services" includes:

- Visit the project site to observe construction at intervals appropriate to the construction activity.
- Prepare proposal requests for necessary changes to the construction documents.
- Conduct construction meetings, anticipated every two (2) weeks and prepare / distribute minutes.
- Prepare and distribute written architect's field reports.
- Review and process shop drawings.
- Resolve construction issues on a timely basis.
- Review and certify Contractor's Pay Applications.
- Address RFI's on a timely basis.
- Prepare Change Orders as required.
- Conduct one substantial completion inspection and a final follow-up.
- Review closeout documentation and prepare Certificate of Final Acceptance.

ATTACHMENT 2

PROJECT SCHEDULE

The following design and construction schedule is anticipated:

- Authorization to proceed with design – August 29, 2016
- Services normally associated with Design Development, including cost estimate, shall be complete by October 1, 2016.
- Services normally associated with Construction Documents shall be complete by January 10, 2017.
- Bidding shall be complete by February 1, 2017.
- Construction shall be complete by October 1, 2017. Funding of construction is with FY 17-18 funds.

ATTACHMENT 3

SCHEDULE OF FEES

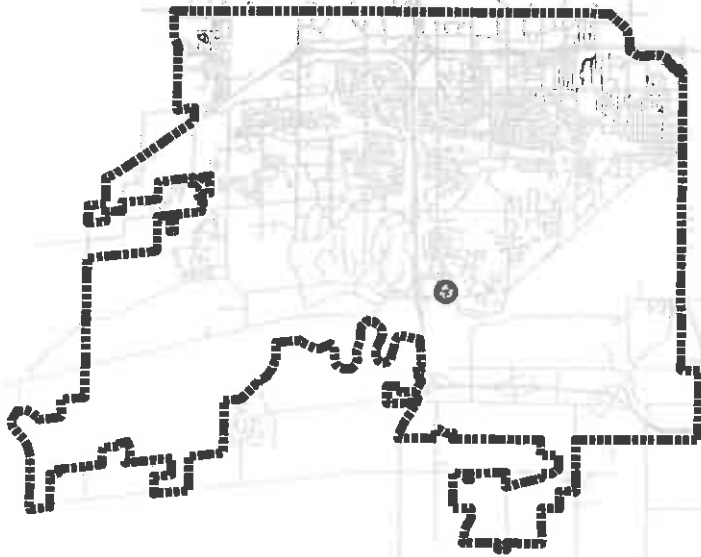
The following fee breakdown is applicable to this project:

- Basic Services: \$16,255
 - Professional Services: \$15,519
 - Including Cost Estimating
 - Mileage: \$57
 - In-house printing: \$99
 - Printing of Construction Documents: \$580
- Resident Services: \$6,840
 - Professional Services: \$6,684
 - Mileage: \$57
 - In-house printing \$99

Total Fee \$23,095



VICINITY MAP



LEGEND

PROJECT LOCATIONS



PROJECT:

Fire Station 18 Exterior (0510-017-2015)

LOCATION:

South 50th Street & Grand Avenue

DRAWN BY: JDR

DATE: 8-12-2016

SHT. 1 of 1

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

DATE: August 22, 2016

ITEM:

Resolution - Approving Professional Services Agreement
Public Safety Station 18 Building Exterior Lighting Improvements
HR Green, Inc.

FINANCIAL IMPACT:

The cost of the Professional Services Agreement associated with the design of this project is anticipated not to exceed \$6,900.00 for Basic Services. In addition, the cost for performing Resident Consultant Services will not exceed \$1,500.00. 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. All costs for these services can be paid from budgeted account no. 500.000.000.5250.495 with the ultimate funding intended to come from General Obligation Bonds.

BACKGROUND:

Approval of this action authorizes HR Green, Inc. to perform the professional services necessary for the replacement of the exterior stairway lighting along the south side of Public Safety Station 18 located at 5025 Grand Avenue. The existing lighting is an ongoing maintenance and safety concern and needs to be addressed. Replacement lighting will incorporate more energy-efficient LED type lighting.

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

OUTSTANDING ISSUES: None

RECOMMENDATION:

City Council Adopt:

- Resolution Approving Professional Services Agreement.

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

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Works		
Date Reviewed	August 15, 2016		
Recommendation	Yes	No	Split

Resolution Approving Professional Services Agreement

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

**Public Safety Station 18 Building Exterior Lighting Improvements
Project No. 0510-080-2015**

and,

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

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

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

Basic Services of the Consultant	\$6,900.00
Resident Consultant Services	<u>\$1,500.00</u>
Total	\$8,400.00

therefore,

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

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

PASSED AND APPROVED this 22nd day of August 2016.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
Fire Station 18 Exterior Lighting Project
WDM Project Number 0510-080-2015

This Agreement is made and entered into this 22 day of August, 2016, by and between the CITY OF WEST DES MOINES, a municipal corporation, hereinafter referred to as "City", and HR Green, Inc., (Fed. I.D. #42-0927178), a professional corporation incorporated and licensed under the laws of the State of Iowa, party of the second part, hereinafter referred to as "Consultant" as follows:

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

1. SCOPE OF SERVICES

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

2. SCHEDULE

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

3. COMPENSATION

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

I. Basic Services of the Consultant	\$6,900.00
II. Resident Consultant Services	\$1,500.00

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

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

4. INSURANCE

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

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

- B. The Consultant shall provide evidence of comprehensive general liability coverage and contractual liability insurance by an insurance company licensed to do business in the State of 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.
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- 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: H. R. Green, Inc.
Attn: David J. Moermond, P.E.
Address: 5525 Merle Hay Road, Suite 200
City, State: Johnston, IA 50131

6. GENERAL COMPLIANCE

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

7. STANDARD OF CARE

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

8. INDEPENDENT CONTRACTOR

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

9. NON-DISCRIMINATION

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

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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.

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- 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.

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15. INTERPRETATION

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- 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: 
David J. Moermond, Vice President

CITY OF WEST DES MOINES

BY: _____
Ryan T. Jacobson, City Clerk

ATTACHMENT 1
Fire Station 18 Exterior Lighting Project
WDM Project Number 0510-080-2015

SCOPE OF SERVICES

Project Description

The proposed project includes replacement of exterior stairway lighting along the south side of Fire Station 18, located at 5025 Grand Ave. Currently the exterior stairway is illuminated by ten (10) 50W metal halide fixtures on concrete bases at ground level. The existing ground-level lighting is an ongoing maintenance concern, and the metal halide luminaires are not as energy-efficient as LED. For these reasons, the existing lights are to be replaced with bollard style LED lighting. This Scope of Services assumes the concrete bases, wiring and conduit will be replaced.

The construction documents developed for this project will be combined with and be bid with the City's *Fire Station 18 Building Envelope Improvements* project currently under design by Design Alliance, Inc.

Information Proved by the City

- The City will provide copies of the as-built drawings of the existing exterior lighting.

Deliverables

- Engineering drawings with instructional notes, specifications, and quantities on drawings to be included in and be bid with the City's *Fire Station 18 Building Envelope Improvements* project.
 - Documents to be certified by a licensed engineer.

I. BASIC SERVICES OF THE CONSULTANT.

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

1. Obtain from the City existing copies of the exterior lighting drawings, and other pertinent information.
2. Visit the project location to observe existing conditions and location of the proposed improvements.
3. Develop base map background drawings sufficient to perform design and depict the proposed lighting layout.
4. Coordinate with Design Alliance to include the construction documents with the *Fire Station 18 Building Envelope Improvements* project documents.
5. Coordinate with lighting manufacturer's representative(s) and City staff to verify lighting equipment selection.
6. Complete design drawings detailing the proposed bollard lighting, wiring and footings. Submit the documents to the City for review and comment.
7. Incorporate any review comments from the City into the design and provide final documents for solicitation of quotes to complete the proposed improvements.
8. Review of contractor submittals (shop drawings)
9. It is also estimated that the Consultant's staff will attend approximately one meeting with the City, and others to review progress, assist in decision making, and receive direction from the City. It is understood by the parties that the Consultant will attend additional meetings as needed to complete the Project.
10. The project manager for the Consultant will be responsible for monthly progress reporting, interoffice memoranda, and invoicing. This task also includes scheduling of staff, review of progress, and senior review of deliverables.

ATTACHMENT 1
Fire Station 18 Exterior Lighting Project
WDM Project Number 0510-080-2015

II. RESIDENT CONSULTANT SERVICES

1. Consultant shall visit site during construction to observe that the proposed work is progressing in accordance with the plans and specifications and ready for acceptance and payment.

III. ADDITIONAL SERVICES

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

1. Topographic survey
2. Letting documents
3. Bid phase services

ATTACHMENT 2
Fire Station 18 Exterior Lighting Project
WDM Project Number 0510-080-2015

PROJECT SCHEDULE

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

I. Basic Services of the Consultant

1. Provide preliminary documents for review by the City: Three weeks after Notice to Proceed.
2. Provide final documents for approval with review comments incorporated: One week after receipt of all review comments

II. RESIDENT CONSULTANT SERVICES

1. Spring 2017



ATTACHMENT 3
Fire Station 18 Exterior Lighting Project
WDM Project Number 0510-080-2015

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

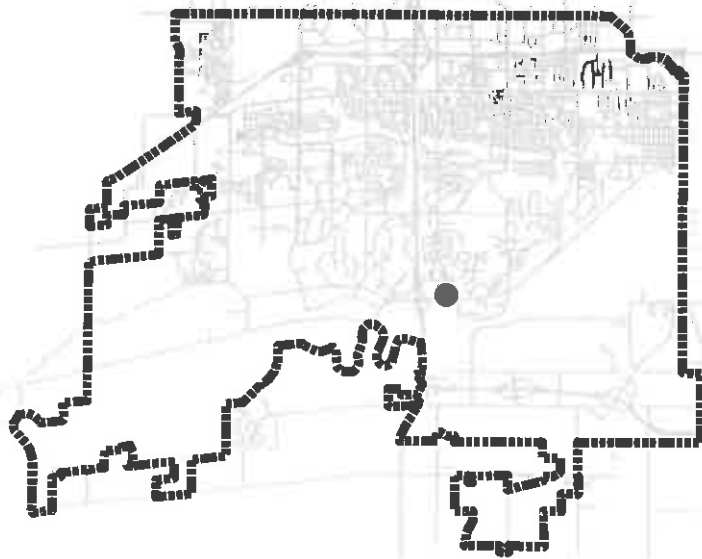
Professional Services	Billing Rate Range
Principal	\$195 - \$280
Senior Professional	\$165 - \$240
Professional	\$110 - \$180
Junior Professional	\$85 - \$135
Senior Technician	\$90 - \$125
Technician	\$45 - \$105
Senior Field Personnel	\$100 - \$165
Field Personnel	\$60 - \$145
Junior Field Personnel	\$50 - \$90
Administrative Coordinator	\$85 - \$140
Administrative	\$55 - \$115
Corporate Admin	\$70 - \$120

Reimbursable Expenses

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



VICINITY MAP



LEGEND

PROJECT LOCATIONS



PROJECT: **Fire Station 18 Exterior Lighting (0510-080-2015)**

LOCATION: **South 50th Street & Grand Avenue**

DRAWN BY: JDR

DATE: 8-12-2016

SHT. 1 of 1

CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

DATE: August 22, 2016

ITEM:

Resolution - Approving Professional Services Agreement
Public Safety Station 18 Flat Roof Replacement
Design Alliance, Inc.

FINANCIAL IMPACT:

The cost of the Professional Services Agreement associated with the design of this project is anticipated not to exceed \$42,675.00 for Basic Services. In addition, the cost for performing Resident Consultant Services will not exceed \$11,958.00. 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. All costs for these services can be paid from budgeted account no. 500.000.000.5250.495 with the ultimate funding intended to come from General Obligation Bonds.

BACKGROUND:

Approval of this action authorizes Design Alliance, Inc. to perform the professional services necessary for the replacement of the flat roof at Public Safety Station 18 located at 5025 Grand Avenue.

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

OUTSTANDING ISSUES: None

RECOMMENDATION:

City Council Adopt:

- Resolution Approving Professional Services Agreement.

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

STAFF REVIEWS

Department Director	Duane C. Wittstock, 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	August 15, 2016		
Recommendation	Yes	No	Split

Resolution Approving Professional Services Agreement

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

**Public Safety Station 18 Flat Roof Replacement
Project No. 0510-012-2016**

and,

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

WHEREAS, the Engineering Services Department staff have recommended Plans, Specifications, Form of Contract, and Estimate of Cost be prepared by Design Alliance, Inc., and,

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

Basic Services of the Consultant	\$42,675.00
Resident Consultant Services	<u>\$11,958.00</u>
Total	\$54,633.00

therefore,

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

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

PASSED AND APPROVED this 22nd day of August 2016.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This Agreement is made and entered into this 22nd day of August, 2016, by and between the CITY OF WEST DES MOINES, a municipal corporation, hereinafter referred to as "City", and Design Alliance, Inc., (Fed. I.D. #42-1062556), 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	\$42,675
II. Resident Consultant Services	\$11,958

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

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

4. INSURANCE

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

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

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

5. NOTICE

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

FOR THE CITY:

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

FOR THE CONSULTANT:

Name: Design Alliance, Inc.
Attn: David J. Harrison, Sect.
Address: 14225 University Ave Suite 110
City, State: Waukee, 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.

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

19. TAXES

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

20. SEVERABILITY

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

21. MISCELLANEOUS HEADINGS

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

22. FURTHER ASSURANCES

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

23. COUNTERPARTS

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

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

CONSULTANT

CITY OF WEST DES MOINES

BY: 
David J. Harrison

BY: _____
Ryan T. Jacobson, City Clerk

ATTACHMENT 1

SCOPE OF SERVICES

Basic Services

Design Services for an analysis and exterior improvements project at West Des Moines Fire Station #18. Approximate construction budget is \$300,000.

Services and design may be integrated with the Station #18 Flat Roof Replacement Project, which is also to be accomplished by Design Alliance.

Design Alliance's scope includes minor structural engineering services to a maximum of \$3,322. Mechanical and electrical design services related to the project shall be provided by the City.

The work included in basic services includes review of a SystemWorks Building Envelope Assessment. Services include analysis of issues occurring in the building and possible building improvements to improve those issues. The work includes services normally associated with Design Development, Construction Document, and Bidding Phase services. These services include developing the design in collaboration with City Staff. The project will be publically bid.

The scope of the work includes the preparation of a detailed quantity and unit price opinion of the probable construction cost. The scope does not include surveying, geotechnical explorations or reporting, construction material testing, existing roofing sampling or special inspections. The scope does not include any subconsultant engineering services, except the limited structural engineering identified above.

Resident Services

The work included in "resident services" includes:

- Visit the project site to observe construction at intervals appropriate to the construction activity.
- Prepare proposal requests for necessary changes to the construction documents.
- Conduct construction meetings, anticipated every two (2) weeks and prepare / distribute minutes.
- Prepare and distribute written architect's field reports.
- Review and process shop drawings.
- Resolve construction issues on a timely basis.
- Review and certify Contractor's Pay Applications.
- Address RFI's on a timely basis.
- Prepare Change Orders as required.
- Conduct one substantial completion inspection and a final follow-up.
- Review closeout documentation and prepare Certificate of Final Acceptance.

ATTACHMENT 2

PROJECT SCHEDULE

The following design and construction schedule is anticipated:

- Authorization to proceed with design – August 29, 2016
- Services normally associated with Analysis and Design Development, including cost estimate, shall be complete by October 1, 2016.
- Services normally associated with Construction Documents shall be complete by January 10, 2017.
- Bidding shall be complete by February 1, 2017.
- Construction shall be complete by June 30, 2017. Funding of construction is with FY 16-17 funds.

ATTACHMENT 3

SCHEDULE OF FEES

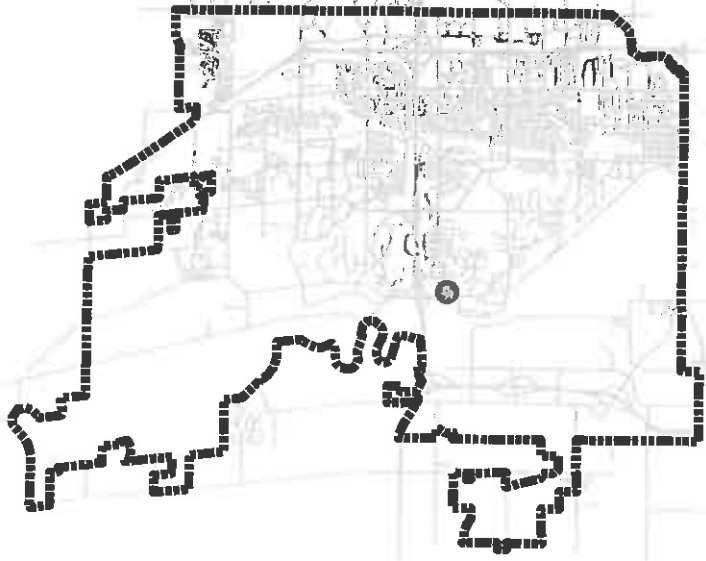
The following fee breakdown is applicable to this project:

- Basic Services: \$42,675
 - Professional Services: \$40,212
 - Including Cost Estimating
 - Mileage: \$66
 - In-house printing: \$122
 - Printing of Construction Documents: \$2,275
- Resident Services: \$11,958
 - Professional Services: \$11,770
 - Mileage: \$66
 - In-house printing \$122

Total Fee \$54,633



VICINITY MAP



LEGEND

PROJECT LOCATIONS



PROJECT: **Fire Station 18 Flat Roof Replacement (0510-012-2016)**

LOCATION: **South 50th Street & Grand Avenue**

DRAWN BY: JDR

DATE: 8-12-2016

SHT. 1 of 1

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

DATE: August 22, 2016

ITEM:

Resolution - Accepting Public Improvements
Grand Valley Plat 1

FINANCIAL IMPACT:

None at this time. The City will assume ownership of the public improvements, along with associated maintenance.

BACKGROUND:

The McAninch Corporation and Sternquist Construction has substantially completed the public sanitary sewer and storm sewer and paving at Grand Valley Plat 1 in accordance with the plans prepared by Civil Design Advantage and the specifications of the City. These improvements have been inspected by the City.

OUTSTANDING ISSUES:

None.

RECOMMENDATION:

City Council Adopt:

- Resolution Accepting Public Improvements for Grand Valley Plat 1

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

new

STAFF REVIEWS

Department Director	Duane C. Wittstock, P.E., L.S., City Engineer
Appropriations/Finance	Tim Styles, Finance Director
Legal	Richard Scieszinski, City Attorney
Agenda Acceptance	<i>RTJ</i>

[Handwritten signature]

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Works		
Date Reviewed	August 15, 2016		
Recommendation	Yes	No	Split

**RESOLUTION
ACCEPTING PUBLIC IMPROVEMENTS**

WHEREAS, a Preliminary Plat/Site Plan was reviewed and approved by the City Council of West Des Moines, Iowa, at a meeting held on June 1, 2015 said Plat being described as follows:

Grand Valley Plat 1

WHEREAS, a Final Plat for Grand Valley Plat 1 was submitted for review by the City Council of West Des Moines, Iowa on December 14, 2015 and was found to be generally consistent with the Preliminary Plat for Grand Valley Plat 1.

WHEREAS, the West Des Moines City Council adopted a Resolution which approved the Final Plat for Grand Valley Plat 1 at their meeting on December 14, 2015 any conditions of approval and contingent upon construction and acceptance of all utilities; and

WHEREAS, on December 14, 2015 the Final Plat was released for recordation.

WHEREAS, on July 10, 2015 the Construction Plans were approved by the West Des Moines City Engineer.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF WEST DES MOINES DOES RESOLVE AS FOLLOWS:

Section 1: The public improvements (Sanitary Sewer, Storm Sewer and Paving) for Grand Valley Plat 1 are hereby accepted and are hereby dedicated for public purposes.

PASSED AND APPROVED this **22nd** day of **August, 2016**.

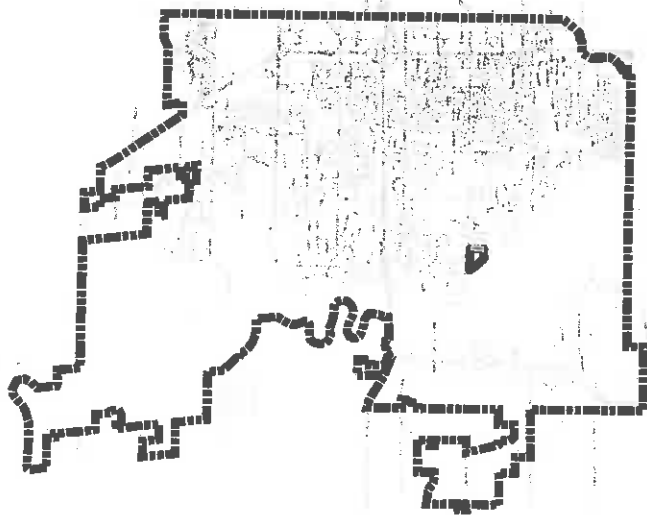
Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk



VICINITY MAP



LEGEND

PROJECT LOCATION



PROJECT:

Grand Valley Plat 01

LOCATION:

Grand Avenue & S. 35th Street

DRAWN BY: REF

DATE: 8/15/16

SHT. 1 of 1

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

Date: August 22, 2016

ITEM: Mills Crossing Plat 1, 5901 Mills Civic Parkway – Extension of Entitlement for Mills Crossing Plat 1 Preliminary Plat – Hurd Mills LLC – PP-002644-2015

RESOLUTION: Approval of Extension of Entitlement

FINANCIAL IMPACT: Undetermined.

BACKGROUND: The applicant, Hurd Mills LLC, is requesting an extension of entitlement for the preliminary plat Mills Crossing Plat 1. The preliminary plat was approved by the City Council on May 18, 2015, and distributed September 16, 2015, after all comments were addressed. The preliminary plat expires after one year if the final plat has not been reviewed by the City Council during that one year period.

The final plat for Mills Crossing Plat 1 was recently submitted and is in the review process, but will not be able to be approved by September 16, 2016; therefore, the applicant requests approval of a one year extension on the entitlement for the preliminary plat. No changes to the preliminary plat or the zoning and subdivision codes have been made since the preliminary plat was approved in 2015.

OUTSTANDING ISSUES: There are no outstanding issues.

FINDINGS: This request has been reviewed by city staff, and based upon that review, the following findings have been made:

1. There have been no changes to the provisions of the comprehensive plan or zoning regulations applicable to the project since the approval of the entitlement;
2. There have been no changes in the character of the site or its surroundings which affect how the standards of the comprehensive plan or zoning regulations apply to the project; and,
3. There have been no changes in the character of the site or its surroundings which detrimentally affect the environment.

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 a one year extension of entitlement for the preliminary plat for Mills Crossing Plat 1 (project file #PP-002644-2015) to September 16, 2017, subject to the applicant meeting all City Code requirements.

Lead Staff Member: Kara V. Tragesser, AICP



Staff Reviews:

Department Director	<i>VS</i>
Appropriations/Finance	
Legal	<i>JS</i>
Agenda Acceptance	<i>RTJ</i>

PUBLICATION(S) (if applicable)

Published In	n/a
Date(s) Published	n/a
Letter sent to surrounding property owners	n/a

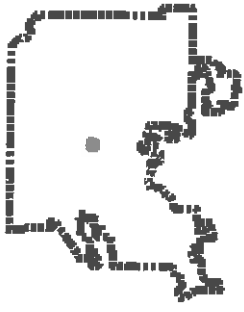
SUBCOMMITTEE REVIEW (if applicable)

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

ATTACHMENTS:

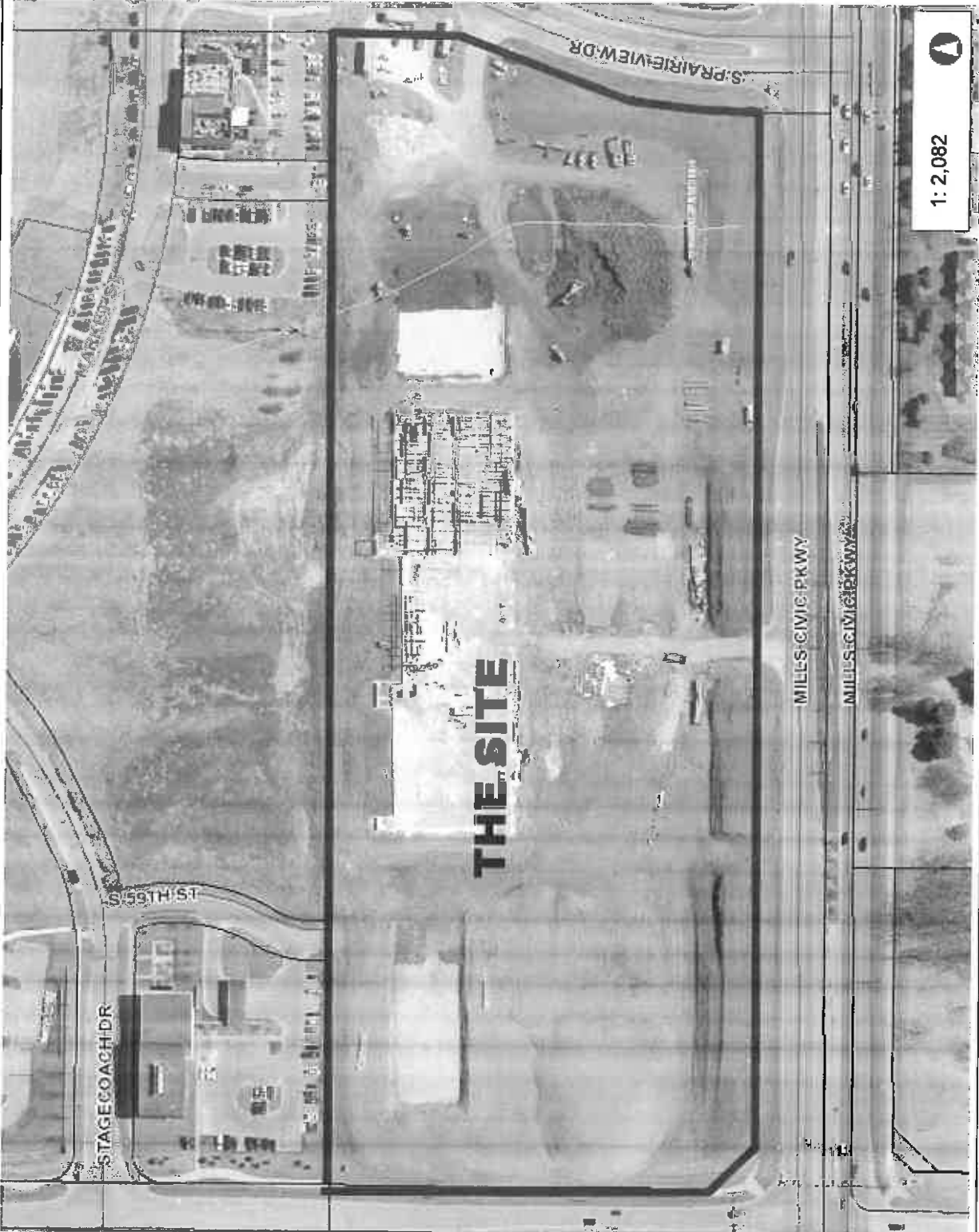
- Exhibit I - Location Map
- Exhibit II - City Council Resolution
- Exhibit A - Conditions of Approval (none)

Mills Crossing Plat 1



Legend

- Parcels
- Parks
- Greenways



1:2,082



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 K Tragesser, Development Services, City of WDM, 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 AN EXTENSION OF ENTITLEMENT FOR AN APPROVED PRELIMINARY PLAT FOR MILLS CROSSING PLAT 1 (PP-002644-2015) TO BE LOCATED AT 5901 MILLS CIVIC PARKWAY TO SUBDIVIDE THE PROPERTY INTO SEVEN LOTS FOR COMMERCIAL DEVELOPMENT

WHEREAS, pursuant to the provisions of Title 9, Chapter 1 et seq, of the West Des Moines Municipal Code, the applicant, Hurd Mills, LLC, has requested an extension of entitlement for the approved preliminary plat Mills Crossing Plat 1 (PP-002644-2015) for that certain 15.19 acre site, located at 5901 Mills Civic Parkway, for the purpose of subdividing the property into seven lots for commercial development;

Legal Description of Property

Parcel 'B' of lot 1 and official parcel recorded in Book 15500, Page 98, at the Polk County Recorder's Office, said Lot 1 being in the partition plat of SW1/4 of the NW1/4 and the N1/2 of the SW1/4 and the N1/2 of the SE ¼ Section 18, Township 78, Range 25 West of the 5th P.M., an official plat recorded in Book 'E', Page 37 at the Polk County Recorder's office, City of West Des Moines, Polk County, Iowa. Said parcel contains 15.19 acres more or less.

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, August 22, 2016, this City Council held a duly-noticed meeting to consider the request for an extension of entitlement for the approved preliminary plat to September 16, 2017;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WEST DES MOINES DOES RESOLVE AS FOLLOWS:

SECTION 1. The findings, as stated in the staff report, dated August 22, 2016, or as amended orally at the City Council meeting of August 22, 2016, are adopted.

SECTION 2. EXTENSION OF ENTITLEMENT FOR THE APPROVED PRELIMINAYR PLAT (PP-002644-2015) is approved, subject to compliance with all the conditions in the staff report, dated August 22, 2016, including conditions added at the Hearing, and attached hereto as Exhibit "A". Violation of any such conditions shall be grounds for revocation of the entitlement, as well as any other remedy which is available to the City.

PASSED AND ADOPTED on August 22, 2016.

Steve Gaer, Mayor

ATTEST:

Ryan 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 August 22, 2016, by the following vote:

AYES:

NAYS:

ABSTENTIONS:

ABSENT:

ATTEST:

Ryan Jacobson
City Clerk

EXHIBIT A

None

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

DATE: August 22, 2016

ITEM: Resolution - Approval and Acceptance of Temporary Easement Contract and Easement for the Walnut Creek Outfall Storm Sewer Improvements Project, Project Number 0510-009-2013

FINANCIAL IMPACT: \$8,625.00 (previously budgeted)

BACKGROUND: A property interest necessary for the Walnut Creek Outfall Storm Sewer Improvements Project has been acquired through a negotiated Temporary Easement Contract at the appraised fair market value from the owner shown on Exhibit "A." The attached resolution approves the Temporary Easement Contract and, for policy and title purposes, formally accepts the easement and authorizes the filing of all relevant documents. Costs associated with acquisition of the property interest and easement will be paid from Account No. 660.000.000.5250.490, Project No. 0510 009 2013.Construction.




OUTSTANDING ISSUES (if any): None

RECOMMENDATION:

Adopt Resolution approving and accepting the Temporary Easement Contract and Easement for the Walnut Creek Outfall Storm Sewer Improvements 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 <input type="checkbox"/> <input type="checkbox"/>

RESOLUTION NO. _____

**AUTHORIZING APPROVAL AND ACCEPTANCE OF TEMPORARY EASEMENT
CONTRACT AND EASEMENT FOR THE CONSTRUCTION OF THE WALNUT CREEK
OUTFALL STORM SEWER IMPROVEMENTS PROJECT, PROJECT NUMBER 0510-009-2013**

WHEREAS, on September 21, 2015, the City Council approved the acquisition of property, for the project; and

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

WHEREAS, the City of West Des Moines has negotiated a temporary easement contract for the acquisition of a property interest necessary for the Project; and

WHEREAS, documents conveying the property interest necessary to complete the project have been presented to the City for approval; and

WHEREAS, the name of the property owner 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 a property interest 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 Contract to acquire the property interest.
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 Temporary Easement Contract.

PASSED AND ADOPTED this 22nd day of August, 2016.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson
City Clerk

Exhibit "A"

**WALLNUT CREEK OUTFALL STORM SEWER IMPROVEMENTS
WDM PROJECT NO. 0510-009-2013**

<u>PARCEL #</u>	<u>PROPERTY OWNER</u>	<u>ACQUIRED PRICE-FMV</u>
12	Delevan Inc. 811 4 th Street	\$8,625.00
	TOTAL	\$8,625.00

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

Date: August 22, 2016

ITEM: Ordinance Amendment – Amend Title 3 (Business and Licensing), Chapter 7 (Solicitors and Transient Merchants) and Title 9 (Zoning), Chapter 16 (Temporary Use Permits), to modify temporary use and transient merchant regulations and establish new regulations related to mobile vendors – City Initiated – AO-003135-2016

1. **ORDINANCE: Approval of Third Reading of the Ordinance and Adopt**
2. **RESOLUTION: Approving Adjustments to Rates and Fees, Adding Mobile Food Unit and Multiple Vendor Fees**

FINANCIAL IMPACT: Undetermined.

BACKGROUND: At the July 25, 2016 City Council meeting the first reading of the proposed ordinance to regulate mobile vendors was passed with direction to staff to make recommendations for the permit fees and the maximum number of mobile vendors that can be allowed on a site. At the second reading on August 8th, the City Council raised issues with the following:

- separation distance proposed between groups of vendors within a site/development;
- sites developed under previous standards that are deficient to current standards alone would prohibit the allowance of vendors within a site; and,
- the requirement for a parking analysis would be perceived as a requirement that an outside professional agency would need to be hired to conduct the parking study.

Previous City Council Action:

Vote: 5-0 approval

Date: July 25, 2016

Motion: Approve the first reading of the proposed amendment but directed staff to make recommendations for the permit fees and the maximum number of mobile vendors that can be allowed on a site, and include those recommendations in the proposed ordinance when it comes back for a second reading.

Previous City Council Action:

Vote: 5-0 approval

Date: August 8, 2016

Motion: Approve the second reading of the proposed amendment with modification to the separation requirements between groups of multiple vendors.

OUTSTANDING ISSUES: Per discussions at the August 8th City Council meeting, staff has made the following modifications to the proposed ordinance:

- ***Separation between Mobile Food Unit Groupings:*** Proposed was a 1320' separation between groupings within a site/development. The intent of this was to ensure separation so as to prevent large gatherings that may result in unexpected pedestrian safety &/or site accessibility issues. It was indicated to staff that this 1320' distance may unnecessarily render several sites/developments inappropriate for multiple groupings. After measuring where multiple groupings may likely locate within Country Club Office Plaza (CCOP), Regency West and Three Fountains, staff would agree that this distance may be excessive. In reviewing these particular developments, it would appear that a 500' separation distance could be more appropriate. Additionally, it was indicated that a major obstacle such as a multi-lane road should be considered when measuring the distance. Staff would agree and proposes modified language to address these concerns. The following is the recommended ordinance language: *A maximum of four (4) vendors shall be allowed within a grouping within a site/development with the approval of a multiple vendor permit. Multiple groupings may be allowed. Groupings shall be separated by a minimum of 500' as measured along the shortest anticipated pedestrian pathway or otherwise separated by a 4-lane major collector, major arterial or*

minor arterial roadway or other obstacle that impacts and/or limits pedestrian movement, such as, but not limited to, water retention ponds, vegetation, or topography.

- **Sites Non-compliant with Code for Minimum Parking:** One of the concerns with food trucks is the taking up of parking that is needed for the operation of the primary establishment. A provision was included in the draft ordinance presented August 8th that automatically disqualified a site that was deficient in the minimum number of parking stalls required by Code for a site from obtaining a multiple vendor permit. Staff believes not all sites are appropriate for food trucks; however, after further consideration, staff would be comfortable eliminating this provision and letting the parking counts provided by the property owner to demonstrate they have available parking during the times that they desire food trucks. As long as the City maintains the right to decrease the number of food trucks within a site or prohibit altogether due to proven safety or parking issues, staff is comfortable that there is a method in which to address sites that may not be suitable.
- **Parking Analysis:** The parking analysis to be provided as part of a Multiple Vendor Permit may be completed by anyone and does not require the hiring of an outside agency to complete the study. Staff has modified references to read “parking counts” and added language indicating that the “study” can be performed by the property owner/business staff. The parking analysis will be one component in evaluating a site for allowance of multiple vendors. Staff anticipates utilizing the weekly Development Review Team to evaluate and process mobile vendor permits as this group has representation from Planning (evaluate parking, internal circulation, and overall site layout), Engineering (assess traffic impacts to surrounding roadways), and Emergency Response agencies (assess potential impacts to emergency response access and identify areas that must be kept clear).
- **Fees:** Staff noted in the previous staff report that staff time as it relates to mobile food unit licensing and multiple vendor permits will be required for answering questions, inspection of class III and IV mobile food units, review of permit data for completeness, evaluation of site to determine if mobile vendors can be safely accommodated, processing of the permit applications, communications with the applicants, and enforcement. Because of the anticipated amount of staff time involved staff recommends the following fees:
 - Mobile Food Unit License - Class I and Class II: \$280.00/year (no fire inspection required)
 - Mobile Food Unit License – Class III and Class IV: \$350.00/year
 - Multiple Vendor Permit: \$350.00/year

These fees were acceptable to the City Council: a resolution is included with this staff report to officially establish the license and permit application fee amounts.

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 ordinance amendment to Title 3 (*Business and Licensing*), Chapter 7 (*Solicitors and Transient Merchants*) and Title 9 (*Zoning*), Chapter 16 (*Temporary Use Permits*) to establish regulations related to mobile vendors; and approve a resolution approving adjustments to Rates and Fees to establish license and permit fee amounts.

Lead Staff Member: Kevin Wilde, Sign and Zoning Administrator 

ATTACHMENTS:

- Exhibit I • Ordinance
- Exhibit II • Resolution to adopt fees
- Exhibit III • Mobile Food Unit License application
- Exhibit IV • Multiple Vendor Permit application

Staff Reviews:

Department Director	
Appropriations/Finance	
Legal	
Agenda Acceptance	 

PUBLICATION(S) (if applicable)

Published In	Des Moines Register
Date(s) Published	July 8, 2016,
Letter sent to surrounding property owners	N/A

SUBCOMMITTEE REVIEW (if applicable)

Committee	Development & Planning		
Date Reviewed	June 27, 2016 and July 11, 2016 for information only		
Recommendation	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Split <input type="checkbox"/>

EXHIBIT I

Prepared by: KWilde, WDM 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, BY AMENDING TITLE 3: BUSINESS AND LICENSING, CHAPTER 7: SOLICITORS AND TRANSIENT MERCHANTS, AND TITLE 9: ZONING, CHAPTER 16: TEMPORARY USE PERMITS, TO MODIFY TEMPORARY USE AND TRANSIENT MERCHANT REGULATIONS AND ESTABLISH NEW REGULATIONS RELATED TO MOBILE VENDORS

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

Section 1. Amendment. Title 3: *Business and Licensing*, Chapter 7: *Solicitors and Transient Merchants*, is hereby repealed in its entirety and replaced with the following as the new Chapter 7:

CHAPTER 7: SOLICITORS AND MOBILE FOOD UNITS

3-7-1: PURPOSE

3-7-2: DEFINITIONS

3-7-3: SOLICITOR REGULATIONS AND REQUIREMENTS

3-7-4: MOBILE FOOD UNITS

3-7-5: UNLAWFUL ACTS

3-7-6: SUSPENSION OR REVOCATION OF LICENSE

3-7-7: PENALTY

3-7-1: PURPOSE:

The purpose of this chapter is to protect residents against fraud, protect them from intrusion into the privacy of their homes, and to ensure the safety of the residents by licensing and regulating solicitors and mobile food units.

3-7-2: DEFINITIONS:

APPROVED EVENT: A larger event, such as a farmers market, music festival, or similar activity that has been approved by the city through a special event permit (typically on public property), a temporary use permit (on private property) or a block party permit. An approved event would also include events within the city park with the approval of the Director of Parks and Recreation or their designee.

CATERED EVENT: For the purposes of this title, any event where a business or entity has requested the mobile food unit to provide food for a targeted audience and which the food is served to the customers within a building, structure, or facility and not directly from the mobile food unit, or where the business or entity requesting the service is paying for the food in a single lump sum payment rather than individual patrons paying for their food themselves.

CATERING BUSINESS: A business, social or home catering service providing food and incidental services for a social affair, event, or for a private dwelling, which does not use commercial vehicles that are equipped in any manner for the purpose of the distribution of food directly from such vehicles to individually paying patrons.

MOBILE FOOD UNIT: Any type of annually licensed food establishment that is a readily movable vehicle (on wheels), that is self-propelled (driven), or can be pulled or pushed to a location and used for the vending of food or beverage items to the public.

MOBILE FOOD UNIT CLASSIFICATION: The type of mobile food unit based upon the type of menu items being served and preparation and storage requirements for the defined menu items based upon the Iowa Department of Inspections and Appeals Mobile Food Unit Guide.

MOBILE FOOD VENDOR: A person engaged in the business of selling food or beverages from a mobile food unit.

PERSON: Natural persons, corporations, firms, and organizations of any description, whether acting in person or through agents, employees, or other persons.

PUSH CART: A non-self-propelled mobile food unit that is pushed or pulled by the mobile food vendor to a location and serves a limited offering of food or beverage items.

SOLICITOR: Any person who initiates or attempts to initiate personal contact with other persons at or near residences or businesses, including upon private driveways, parking lots, or public sidewalks in an apparent effort to solicit or attempt to solicit monies or orders for goods, services, subscriptions, or merchandise to be delivered immediately or at a future date.

STATE LICENSING LEVEL CLASSIFICATION: The Iowa Department of Inspections and Appeals has established classification levels for mobile food vendors that will be referenced as a part of this chapter. There are more requirements for each of the levels but in general the levels are as follows:

Class I – Non-refrigerated vending units that serve only intact, non-potentially hazardous commercially prepackaged food and beverages. Examples include chips, crackers, cookies, soda, and sweets in manufacturers packaging.

Class II – Refrigerated or Hot vending units that serve potentially and non-potentially hazardous commercially prepackaged foods from an approved source. Examples include packaged sandwiches, ice cream bars, individually wrapped and cooked hot dogs. No cooking is allowed as part of a Class II unit.

Class III – Units that serve potentially and non-potentially hazardous packaged food and unpackaged foods with limited assembly. These units are limited to pre-cooked foods from an approved source that may be reheated on the unit. Examples include pushcart operations, packaged salads, hot dogs, shaved ice.

Class IV – Units that serve potentially and non-potentially hazardous foods that are prepared, cooked, cooled or reheated and assembled on the unit. Examples include self-contained mobile food units, food trucks and any units that are capable of preparing and producing food items from pre-cooked and/or raw products (meat, fish, poultry, plant foods and dairy products) to finished product for consumption.

TRANSIENT MERCHANT: Any person who engages in a temporary or itinerant merchandising business selling direct to the public from a temporary location or structure through a temporary association with a local property owner or business owner. The term 'transient merchant' does not include mobile food vendors. Transient merchants shall be regulated by the provisions of the Temporary Use Permit regulations within Title 9: Zoning, unless defined and regulated elsewhere within this code.

3-7-3: SOLICITOR REGULATIONS AND REQUIREMENTS:

Any person defined in section 3-7-2 of this chapter as a "solicitor", shall comply with the following requirements:

- A. **LICENSE REQUIRED:** No solicitor shall engage in business in the city without having first obtained a license as provided by this chapter.
- B. **LICENSE FEE:** At the time of the submittal of a license application, the applicant shall pay to the city clerk the applicable license fee in addition to the nonrefundable application fee. If after review the determination is made that the request should be denied, the license fee will be refunded.

1. The city council shall establish the amount of the licensee fee for thirty (30) day and ninety (90) day solicitor licenses by resolution.
 2. Any licensee who surrenders his/her license prior to the date of expiration shall not be entitled to a refund of any portion of the fee.
- C. LICENSE APPLICATION: An application for a solicitor license shall be filed with the city clerk. The application shall contain the following information:
1. Name, permanent and local address, and local phone number;
 2. Date of birth and physical description;
 3. Company name and address;
 4. Description of merchandise;
 5. Last three (3) places of business, including the complete addresses from which business was conducted;
 6. Applicant's supervisor or manager and his/her local address;
 7. Length of time to be covered by license;
 8. A list of all convictions for criminal misdemeanor offenses (excluding traffic offenses) during the ten (10) years prior to application, and a list of all convictions for criminal felony offenses during the applicant's lifetime. The lists shall include the type of offense, the city, county, and state where the offense occurred, and the date of conviction of each offense;
 9. A list of all pending criminal misdemeanor and felony charges, including the type of offense charged, and the city, county, and state where the offense allegedly occurred.
 10. Applicants who reside in the state of Iowa shall provide, at the applicant's expense, an officially sealed state of Iowa division of criminal investigation (DCI) personal background check to the city, which is dated no more than thirty (30) days prior to the application. Applicants who do not reside in the state of Iowa shall provide, at the applicant's expense, an equivalent personal background check from the applicant's state of residence.
- D. PHOTOGRAPHING AND FINGERPRINTING OF APPLICANT: Each applicant shall be fingerprinted and a photograph shall be taken of each applicant by the city's police department and at the applicant's expense.
- E. ISSUANCE OF SOLICITOR'S LICENSE: The city clerk, upon review of said license application request with the city's development services department, the police department, and any other appropriate department or agency, shall determine whether a license will be issued to the applicant. A waiting period of not less than five (5) business days from date of application shall be in effect to provide sufficient time for the city clerk's decision making process. In making his/her decision, the city clerk shall consider the following factors:
1. The information in the application is found to be correct.
 2. The required bond is paid.
 3. The applicant has not been convicted of an offense involving sexual abuse and/or a crime requiring sex offender registration.
 4. The applicant has not been convicted of a criminal offense involving serious injury or death to another person, kidnapping, false imprisonment, robbery, burglary, theft, fraud, forgery, identity theft, trespass, harassment, or stalking.
 5. Any other relevant considerations that, in the city clerk's determination, would undermine the stated purposes of this chapter.
- F. LICENSE EXEMPTIONS: The following are excluded from the application of this chapter, except such persons or entities must comply with sections 3-7-3 K and 3-7-5 of this chapter:
1. Newspaper carriers.
 2. Members of local Boy Scout, Girl Scout, Camp Fire or 4-H Clubs, and Future Farmers Of America, if the sales are to benefit the parent organization in its recognized operation and programs.

3. Students representing local schools or local youth sports organizations conducting projects sponsored by organizations recognized by the schools or youth sports organizations.
4. City, county, state, or federal government officials and employees while in the performance of their official duties.
5. Representatives of any public utility lawfully doing business in the city, while acting in such capacity.

G. CHARITABLE AND NONPROFIT ORGANIZATIONS:

1. Representatives of charitable organizations exempt from federal taxation and/or nonprofit organizations shall be subject to the requirements of this chapter, except that they shall not be required to submit license fees nor provide a bond. They shall be required to submit an application and application fees under section 3-7-3 C of this chapter. In addition to this application, all such organizations shall be required to submit in writing to the city clerk the following information:

- a. Name of organization;
- b. Federal identification number;
- c. A description of the proposed activity, including use for any money solicited;
- d. Period during which activities will take place;
- e. Whether any commissions, fees, or wages are to be charged by the solicitor for his/her efforts and the amount thereof;
- f. Names and addresses of officers and directors of the organization; and
- g. Names and addresses of all people who will be soliciting or distributing in the name of the organization.

2. If the city clerk shall find that the organization qualifies for the exemption provisions and if he/she finds that all required information has been submitted in writing, he/she shall issue a license without payment of the required license fees under section 3-7-3 B of this chapter.

3. The city clerk may elect to waive the application and fee requirements for charitable and nonprofit organizations based upon the following considerations: 1) if there are many persons soliciting on behalf of the organization; 2) if the many persons soliciting on behalf of the organization are all volunteers; 3) if there is a limited duration for the organization's soliciting efforts; and 4) if there is a limited location for the organization's soliciting efforts. The city clerk shall not waive the application and fee requirements for charitable and nonprofit organizations that solicit or attempt to solicit from residences and businesses.

H. BOND: At the time of application, the applicant shall file with the city clerk a personal surety bond in the amount of one thousand dollars (\$1,000.00) conditioned that the applicant shall comply fully with all ordinances of the city and laws of the state of Iowa regulating solicitors and transient merchants, guaranteeing attendance at all scheduled hearings and court appearances, and guaranteeing to any resident of the city that all money paid as a down payment will be accounted for and applied according to the representations of the licensee. Action on such bond may be brought by the person aggrieved and for whose benefit, among others, the bond is given. Said bond shall provide an expiration period not less than twelve (12) months from the date of the application for a license.

I. DISPLAY OF LICENSE: Upon the approval of a solicitor license, the city shall provide each solicitor with a city issued license that the solicitor must wear around his/her neck with a lanyard or upon another conspicuous place on his/her person so that other persons can readily see the license at all times while the person engages in soliciting. The city clerk may elect to waive these license display requirements based upon the considerations detailed in subsection 3-7-3 G3 of this chapter.

J. HOURS TO DO BUSINESS: All licenses issued to solicitors shall be in force and effect only between nine o'clock (9:00) A.M. and the time of sunset. No soliciting shall occur on nationally recognized holidays. Any person found to be acting as a solicitor without a license, shall also be limited to these hours.

K. PROHIBITED SOLICITOR ACTIVITIES:

1. Prohibited Soliciting: No solicitor shall do business or attempt to do business upon any property on which is posted notice that peddling and/or soliciting is prohibited.

2. Supervisor Or Employer: No person supervising or employing another to solicit or as defined in this chapter shall knowingly allow a person under their supervision or employment to engage in an unlawful act as defined in this section. Each such unlawful act by each employee or supervised person may be charged as a separate offense. There shall be a rebuttable presumption that the supervisor or employer has knowledge of such unlawful acts if a police officer or employee of the city clerk's office gives notice to the supervisor or employer of such unlawful acts and, subsequently, further unlawful acts are committed by the employee or person supervised.

3. Solicitors On Travel Portion Of Streets Or Highways: No person, with or without a solicitor license, shall stand, sit, or otherwise be present in or on the travel portion of a public or private street or highway in order to solicit or attempt to solicit from pedestrians or vehicle occupants. The entire width of the roadway shall be deemed the travel portion of a public or private street or highway, including the edge or curb of the roadway and any median or island that separates directional traffic on the street or highway. Solicitors may submit a written request to the city clerk to be allowed to solicit from a traffic median or island. Any such request shall include a diagram or map indicating the location for the proposed solicitation, and a specific date and time for the proposed solicitation. Upon receiving such a written request, the city clerk shall provide the requesting party with the city's expectations that must be satisfied before the city clerk decides to grant or deny the request. The city clerk shall then grant or deny the request in part or in its entirety.

3-7-4: MOBILE FOOD UNITS

A. MOBILE FOOD UNIT LICENSING: It shall be unlawful for any person to engage in the sale of food or beverages to the public from a temporary or mobile facility within the corporate limits of the City of West Des Moines without first obtaining a mobile food unit license from the city, in addition to any other state, federal, or county permits, certifications and licenses.

1. A mobile food unit license is an annual license that expires at 11:59 on April 14 each year and must be renewed prior to the first event after that date.
2. Each mobile food unit shall be licensed separately. No license transfer is allowed.
3. Although certain activities may be exempt from the licensing requirements of this chapter, any food service to the public in the city of West Des Moines is expected to comply with all other local, county and state requirements for health inspections, licensing, safety and fire code requirements.
4. The following shall be exempt from this requirement:
 - a. Catering businesses.
 - b. Grilling and food preparation activities of brick and mortar establishments on the establishments premises for immediate consumption by patrons or employees.
 - c. Concession stands associated with sports or recreational venues that have been approved as part of a site plan or permitted conditional use permit for the venue.

B. LICENSE FEE: At the time of the submittal of a license application, the applicant shall pay to the city clerk the applicable license and permit fees in addition to any application fees.

1. The city council shall establish the amount of the licensee fee by resolution.
2. Any licensee who surrenders their license prior to the date of expiration shall not be entitled to a refund of any portion of the fee.

C. FIRE DEPARTMENT INSPECTION:

1. All mobile food units that have cooking facilities or use products with grease laden vapors, (Class III and Class IV state licenses) shall be inspected by the Fire Department prior to initiation of business operations within the city.
2. Inspections are required annually and prior to submittal of a license application to the City. It shall be the obligation of the mobile food vendor to schedule the inspection with the fire department. Class I and II state license classifications are not required to meet this inspection requirement.
3. All Class III and IV mobile food units shall have an acceptable suppression system, as determined by the WDM Fire Department, installed by April 15, 2017.

4. Upon completion of the annual fire inspection, if the Fire Department determines that the mobile food unit passes the inspection, the Fire Marshal or his/her designee shall sign the Mobile Food Unit Vendor License application and identify any conditions for operation as deemed appropriate as a result of said inspection.

5. At the discretion of the WDM Fire Department, they may accept the inspection of the mobile food unit by another city's fire inspector to satisfy the annual inspection requirement. Applicant is obligated to contact the Fire Department to verify whether or not another community's inspection is adequate to fulfill obligation of City of WDM inspection requirements. The WDM license application will still need to be signed by the WDM Fire Department.

D. MOBILE FOOD UNIT VENDOR LICENSING APPLICATION:

1. All mobile food vendors operating within the City of West Des Moines, including those participating under a Multiple Vendor Permit, Short-term Temporary Use Permits, Long-term Temporary Food and Beverage Permit, or Special Event Permit issued by the City must obtain a Mobile Food Vendor license from the City

Application requests shall be filed with the city clerk on the form provided by the City. No application request shall be accepted for filing and processing unless it conforms to the requirements of this title. This would include a complete and true application and all of the required materials and information prescribed, accompanied by the appropriate fees.

2. Applications must be submitted not less than ten (10) business days prior to the proposed start date of the mobile food unit activities. The city reserves the right to reject any applications that have not been timely submitted to the city. The City Clerk shall have the discretionary right to accept an application made less than ten (10) business days prior to desired start date.

3. Receiving approval of a mobile food unit license from the city shall not preclude, supersede, circumvent, or waive the applicant's responsibility to obtain any additional permits, licenses, and approvals for other applicable local, state, and federal regulations.

4. Application shall be made on a form provided by the City and shall include:

- a. Full name of the applicant.
- b. Applicant's contact information including mailing address, phone numbers and e-mail address.
- c. State Health Inspection Certificate with the classification level of the state license identified.
- d. Description of the kitchen facilities, cooking facilities, preparation area, safety features (suppression system, etc.) of the mobile food unit.
- e. Photographs of the mobile food unit.
- f. Make, model and year of vehicle to be used.
- g. County, State and license plate number.
- h. Overall size of the vehicle; length and width.
- i. Fire Department signature on application confirming a passing Fire Department inspection of Class III and Class IV mobile food units.
- j. Application and License Fee(s)

5. Applications Deemed Withdrawn: Any application received shall be deemed withdrawn if it has been held in abeyance, awaiting the submittal of additional requested information from the applicant, and if the applicant has not communicated in writing with the city and made reasonable progress within thirty (30) days from the last written notification from the city to the applicant. The application fee is nonrefundable. Any application deemed withdrawn shall require submission of a new application and fees to begin a new review and approval process.

6. Issuance of License: Upon completion of the review process and a determination of compliance with the applicable regulations, the city clerk will issue a mobile food unit license and a sticker. The sticker shall be placed in the upper left (passenger side) of the front windshield to aid in the visual verification of the licensing for that year.

7. Modification of License after issuance: Should the mobile food vendor change the food or beverage being offered during the term of an issued license that would change the designation of the mobile food unit to a higher state licensing level classification, a new application and fire inspection shall be required.

E. MOBILE FOOD UNITS ON PUBLIC PROPERTY: No Mobile Food Unit may be operated on public property except as part of an event approved under a Special Event Permit by the City Clerk's Office or as authorized by the Director of Parks and Recreation, or their designee, within a city park.

F. UNATTENDED MOBILE FOOD UNIT: No mobile food unit shall be left unattended on any site overnight, unless that property is under the ownership of the operator of the unit and in compliance with all other city code requirements. No mobile food unit shall be allowed to be stored on a site that is not zoned appropriately for storage and warehousing, screened in accordance with city code requirements, and/or having received prior city council approval through an entitlement process. Any mobile food unit found unattended shall be considered in violation of these regulations and subject to license revocation, municipal infraction, towing, or any other action legally allowed.

G. MUSIC AND SOUND MAKING DEVICES: The use of music or sound making devices as a part of a mobile food unit shall be prohibited, unless expressly allowed as part of an approved event.

H. MOBILE FOOD UNIT PERFORMANCE STANDARDS: Persons conducting business from a mobile food unit must do so in compliance with the following standards:

1. The mobile food truck vendor must obtain expressed written consent of the property owner to use the business property on which they propose to operate. The written consent must be kept in the unit at all times that the unit is on the property.
2. The operator of the mobile food unit shall display their city license in full view of the public in the unit, and have the annual sticker placed in the upper left (passenger side) of the front.
3. Mobile food units shall only be allowed on non-residential properties, unless part of an approved event permit.
4. Mobile food units within 300 feet of a residential use or residentially zoned property, shall be limited to hours of operation between 7:00 a.m. and 10:30 p.m.
5. Mobile food units shall be limited to a maximum duration of eight (8) hours per day on any site, unless part of an approved event permit. A mobile food unit shall be at one location a maximum of five (5) consecutive days per week (Sunday through Saturday).
6. Only one mobile food unit shall be allowed on a property, unless part of an approved event or the property has received a Multiple Vendor Permit. Mobile food units not under a multiple vendor permit and on adjacent properties must maintain a minimum separation between units of fifty feet (50').
7. Mobile food units shall serve patrons which are on foot only; no drive-up service to the mobile food unit itself shall be provided or allowed.
8. The mobile food unit must be located on a paved surface, unless approved as part of an event permit.
9. No mobile food unit may be located on a vacant property or lot with a vacant building.
10. No mobile food unit may operate within 100 feet of a permanent restaurant or business offering food or beverage services unless they receive expressed written consent of the restaurant or business owner.
11. No alcoholic beverages may be sold as a part of a mobile food unit.
12. Any Class I or II mobile food unit, or any Class III or IV units that have a City of WDM approved suppression system, shall maintain a minimum five foot (5') separation from a building as measured to the closest building element including awnings or canopies, tents or membrane structures. Location of the mobile food unit shall not impeded pedestrian entering or exiting of a building. Prior to April 15, 2017, a Class III or IV mobile food unit that does not have a suppression system, shall maintain a minimum fifteen foot (15') separation from a building as measured to the closest building element including awnings or canopies, tents or membrane structures.
13. The window or area where a patron orders and receives their purchase shall be located so as to not require a patron to stand, or create a line that may cause pedestrians to be in the public right-of-way, vehicle travel

lane, including parking lot drive aisles, or similar situation that may create a potential safety hazard. Adequate safe space for patrons waiting for their order must be available on the property where the mobile food unit is located.

14. With the exception of pushcarts as allowed herein, no mobile food unit shall be placed on a public or private sidewalk. Pushcarts may locate on or adjacent to a private sidewalk or may locate on a public sidewalk as part of an approved event permit, however, a minimum 48" open walkway must be maintained for passing pedestrians. The placement of the pushcart shall be in such a manner so as to minimize encroachment into the 48" walkway by patrons waiting in line for service from the pushcart.

15. Signs are limited to those that are attached to the exterior of the mobile unit and must be mounted flat against the unit and not project more than six (6) inches from the exterior of the unit. No freestanding signs, banners, flags, etc. are allowed. Off-premise signs directing patrons to the mobile food unit are prohibited.

16. During business hours, the mobile food vendor shall provide a trash receptacle for use by customers.

17. The mobile food vendor shall keep the area around the mobile food unit clear of litter and debris at all times.

18. All mobile food units shall be located in such a manner as to not create a safety hazard, such as blocking emergency access to buildings and the site, obstructing access to fire hydrants and fire department connections, impeding entering and exiting from a building, creating a visual impediment for the motoring public at drive entrances, intersections, pedestrian crossings, etc.

19. No mobile food unit shall be parked in or otherwise impact access to/from ADA parking stalls.

I. MULTIPLE VENDOR PERMIT: The intent of allowing multiple food vendors within a site shall be to provide services to a targeted audience and not to create pop-up commercial centers. A property owner may obtain an annual multiple vendor permit from the City to allow more than one mobile food unit on a property at a given time. Said permit shall be valid from 12:00am April 15 to 11:59 April 14. A maximum of four (4) vendors shall be allowed within a grouping within a site/development with the approval of a multiple vendor permit. Multiple groupings may be allowed. Groupings shall be separated by a minimum of 500' as measured along the shortest anticipated pedestrian pathway or otherwise separated by a 4-lane major collector, major arterial or minor arterial roadway or other obstacle that impacts and/or limits pedestrian movement, such as but not limited to water retention ponds, vegetation, or topography. The Mobile Vendor Permit shall be kept readily available for review in the event issues arise with operations within the site.

The City shall maintain the right to determine the maximum number of mobile food units appropriate for a site. In making that determination the City shall consider the following: adequate emergency access into and through a site, pedestrian safety and presence of potential pedestrian and vehicle conflicts, availability of parking to accommodate the mobile food units and patrons without affecting the functioning of the primary use of the site, potential impact to adjacent streets and/or properties and other potential safety issues that may arise from or be related to the proposed operation. Additionally, the City shall maintain the right to modify the permit to decrease the number of mobile food units allowed, or prohibit multiple food units all together should problems arise with regards to safety or negative impacts on the function of the primary use, adjacent roadways, or adjacent properties. Site activities which are deemed to be an event (e.g.: multiple mobile food units within a site in conjunction with an advertised car show) shall be governed and permitted under a Short-term Temporary Use Permit. Additionally, a Short-term Temporary Use Permit shall be required anytime that the number of mobile food units desired for a site exceeds the maximum number allowed under an approved Multiple Vendor Permit.

J. PROPERTY OWNER RESPONSIBILITY: By allowing the mobile food unit on their property, the property owner shares in the responsibility of ensuring that the performance standards listed above and the safety of pedestrians and access of emergency vehicles to and around the site are maintained. Failure to do so could result in the property owner being party to any enforcement actions or penalties allowed by law, including, but not limited to, the alteration or revocation of a multi-vendor permit.

3-7-5: UNLAWFUL ACTS:

A. **Fraudulent Representation/Harassment:** No licensee shall falsely or fraudulently misrepresent the quality, character, or quantity of any article, item, or commodity offered for sale, or sell any unwholesome or tainted food or foodstuffs. No licensee shall harass, intimidate, coerce, or threaten any individual to induce a sale.

B. **Failure of any applicant to maintain the appropriate county, state and federal licenses and permits, during the term of the local license or permits shall be considered an unlawful act and subject to revocation or any other penalties available to the city.**

3-7-6: SUSPENSION OR REVOCATION OF LICENSE:

A. Any license issued under the provisions of this chapter may be suspended or revoked by the city as follows:

1. **Grounds -** The city clerk may suspend any license issued under this chapter, pending the outcome of an administrative hearing, for any of the following reasons:

- a. The licensee has made fraudulent statements in his/her application for the license or in the conduct of his/her business.
- b. The licensee has violated this chapter or any other chapter of this code or has otherwise conducted his/her business in an unlawful manner.
- c. The licensee has conducted his/her business in such manner as to endanger the public welfare, safety, order, or morals.
- d. The city clerk has received and investigated three (3) or more found complaints during the licensed period related to the manner in which the licensee is conducting business.

2. **Notice:** The city clerk shall have the licensee served with notice either in person or by regular mail to the licensee's address shown on the license application notifying them of the license suspension, the specific reason(s) for such action, and date and time of hearing with the city clerk to review the particulars of the suspension. The licensee shall be prohibited from any further activities covered by the license until such time that the hearing has been held and a determination of suspension and revocation resolved.

3. **Hearing:** A hearing shall be conducted by the city clerk not more than five (5) business days after he/she has suspended a license. The licensee and any complainants may be present to determine the truth of the alleged violation of this chapter. Should the licensee or his/her authorized representative fail to appear without good cause, the city clerk may proceed with the hearing and make his/her findings.

4. **Revocation:** After the city clerk has reviewed the facts, he/she shall revoke a license if he/she finds by the preponderance of the evidence that a violation has occurred. The revocation shall be effective immediately.

5. **Appeal:** If the city clerk revokes or refuses to issue a license, the licensee or the applicant shall have a right to a hearing before the municipal code hearing officer as provided in section 4-4-9 of this code. The municipal code hearing officer may reverse, modify, or affirm the decision of the city clerk.

6. **Effect Of Revocation:** Revocation or denial of any license shall bar the licensee or applicant from being eligible for any license under this chapter for a period of one year from the date of the revocation or denial. There shall be no refund of any fees for any revocation.

3-7-7: PENALTY:

Commission of any act declared unlawful and in violation of the provisions of this chapter shall constitute a simple misdemeanor punishable as provided in Iowa Code section 903.1. Failure to comply with the provisions of this chapter shall also constitute a municipal infraction, punishable pursuant to section 1-4-1 of this code.

Section 2. Amendment. Title 9: *Zoning*, Chapter 16: *Temporary Use Permits*, Section 5: *Uses Permitted With A Temporary Use Permit*, Paragraph A, is hereby amended by removing the text in strikethrough lettering and inserting the text in bold and underlined lettering:

9-16-5: USES PERMITTED WITH A TEMPORARY USE PERMIT:

A. The following uses are eligible for a temporary use permit, provided they satisfy the following criteria specified in 9-16-7:

~~Caretaker's dwelling during construction.~~

~~Construction yards, offices, sheds, and trailers.~~

Grand openings and planned events held on private properties that do not create anticipated significant impacts to city property or right of way.

Group assembly activities (e.g., carnivals, fairs, rodeos, sport events, concerts, worship services, and shows).

Parking lot sales, sidewalk sales (private sidewalks only), clearance sales, or other temporary uses which, in the opinion of the director of development services or designee, are similar to the uses listed in this section.

~~Real estate sales offices and model homes.~~

Retail sales of Christmas trees.

Retail sales of landscape nursery material.

Retail sales of pumpkins.

Stands for the sale of agricultural produce.

Temporary concrete and asphalt mixing and storage facilities in accordance with regulations elsewhere in this chapter.

Temporary food and beverage uses **not regulated as a mobile food unit under the provisions of Title 3: Business and Licensing.**

Other temporary uses which, in the opinion of the director of development services or designee, are similar to the uses listed in this section.

B. Garage sales are exempt from these provisions, provided they do not occur any more frequently than one 3-day event per one hundred eighty (180) day period. Garage sales occurring more frequently shall be considered a commercial retail sales business in a residential zone, which is prohibited.

C. A "temporary use" may be defined as short term or long term. A "short term" use shall be defined as those uses with a maximum duration of ~~four (4)~~ **two (2)** consecutive days or less. A "long term" use shall be defined as those uses with a duration of more than ~~four (4)~~ **two (2)** consecutive days. The city may issue multiple short term temporary use permits for consecutive ~~four (4)~~ **two (2)** day periods without declaring the use to be long term, subject to, not to exceed ~~four (4)~~ **eight (8)** events within a calendar year limitation provided in this chapter.

Section 3. Amendment. Title 9: *Zoning*, Chapter 16: *Temporary Use Permits*, Section 7: *Specific Requirements*, Paragraph C, *Lot and Sidewalk Commercial Activities*, is hereby amended by modifying paragraph 2, to read as follows and deleting paragraph 5:

2. Maximum Duration: ~~Four (4)~~ **Two (2)** consecutive days, not to exceed ~~four (4)~~ **eight (8)** events within a calendar year. This time limitation shall be accordingly reduced if any grand openings or planned events, pursuant to subsection D of this section, have occurred within the same calendar year.

~~5. Transient Merchants: Transient merchants shall be subject to the licensing requirements of section 3-7-4 of this code. Said license shall be secured prior to issuance of a temporary use permit.~~

Section 4. Amendment. Title 9: *Zoning*, Chapter 16: *Temporary Use Permits*, Section 6: *General Regulations*, Paragraph B, *Parking*, is hereby amended by modifying paragraph 2 to read as follows:

2. The maximum number of permanent parking spaces allowed to be used for the operation of a long term temporary use shall not exceed twenty percent (20%) of the parking included on a site plan that was approved by the city to be counted toward the allowable size of ~~a garden center~~ of the proposed use or twenty percent (20%) of the site area, whichever is more restrictive.

Section 5. Amendment. Title 9: *Zoning*, Chapter 16: *Temporary Use Permits*, Section 6: *General Regulations*, Paragraph E, *Cleanup Bond*, is hereby amended by removing the text in strikethrough lettering and inserting the text in bold and underlined lettering:

E. Cleanup Bond: Except as provided in this section, a bond or cash deposit ~~in the amount of five hundred dollars (\$500.00)~~ shall be deposited with the department of development services to assure adequate cleanup of temporary uses that occur on vacant or undeveloped lots, and/or involving the construction or placement of temporary structures. The amount of the bond or cash deposit ~~for long term temporary food and beverage uses shall be in the amount~~ determined by resolution of the city council. Temporary uses located in fully developed shopping centers will be exempt from bonding or cash deposit, with the exception of uses that involve construction or placement of a temporary structure, and any long term temporary food and beverage facilities shall be required to post a bond or cash deposit.

Section 6. Amendment. Title 9: *Zoning*, Chapter 16: *Temporary Use Permits*, Section 6: *General Regulations*, Paragraph F, *Sanitary Facilities*, is hereby amended by removing the text in strikethrough lettering and inserting the text in bold and underlined lettering:

F. Sanitary Facilities: When determined necessary, sanitary facilities, either portable or permanent, shall be made available to all employees, attendants, customers, and participants of the temporary use during its operational hours, as approved by the director of development services or designee, in concurrence with the city engineer and the county health department, unless stipulated otherwise in this chapter. If the restroom facilities are located within an adjacent building, the written authorization of the owner of the adjacent building shall be required, specifically stating that the restroom facilities will be made available to the employees, attendants, customers, and participants at all times during the hours of operation of the temporary use.

Section 7. Amendment. Title 9: *Zoning*, Chapter 16: *Temporary Use Permits*, Section 7: *Specific Requirements*, Paragraph D, *Grand Openings And Planned Events Held On Private Properties That Do Not Create Anticipated Significant Impacts To City Property Or Right Of Way*, is hereby amended by modifying paragraph 2 to read as follows:

2. Maximum Duration: ~~Four (4)~~ **Two (2)** consecutive days, not to exceed ~~four (4)~~ **eight (8)** events within a calendar year. This time limitation shall be accordingly reduced if any lot or sidewalk commercial activities, pursuant to subsection C of this section, have occurred within the same calendar year.

Section 8. Amendment. Title 9: *Zoning*, Chapter 16: *Temporary Use Permits*, Section 7: *Specific Requirements*, Paragraph F, *Real Estate Sales Offices and Model Homes*, is hereby amended by removing said Paragraph F in its entirety.

~~F. Real Estate Sales Offices And Model Homes:~~

- ~~1. Permitted Zone Locations: All residential zones.~~
- ~~2. Maximum Duration: Twenty four (24) months.~~
- ~~3. On Site Sales Office: On site temporary real estate sales office or temporary model home complex may be established only within the boundaries of a residential subdivision, as an accessory facility, for the limited purpose of conducting sales of lots within the same subdivision.~~
- ~~4. Off Site Sales Office: Off site sales or offers to sell off site lots or dwelling units, from any temporary office or trailer complex established pursuant to this section shall not be permitted unless such a temporary use permit is approved by the city.~~
- ~~5. Definition Of Off Site Sales Office: "Off site lots" shall mean those lots outside the boundaries of a residential subdivision, which subdivision contains an approved real estate sales office or model home complex, and which lots are not adjacent to or contiguous with that subdivision.~~
- ~~6. Requirements: Any temporary real estate sales office or model home established or maintained pursuant to this section shall meet all of the following requirements:~~
 - ~~a. Receipt by the city of an agreement and a cash deposit or surety bond in a form approved by the city's finance director and the director of development services or their respective designees in an amount sufficient to guarantee to the city the removal of the sales office or model home complex, or the restoration of the premises in conformity with the approved development plan and with the applicable provisions of this code within sixty (60) days after the last residence or lot within the subdivision has been sold and escrow closed. If, after sixty (60) days, no action has been taken to restore the site or premises, the city may take action to restore the site by utilizing the bond or monies deposited or other methods at its disposal.~~
 - ~~b. Screening of parking areas by walls, fencing, landscaping, or other methods shall be provided as approved by the director of development services or designee.~~

Section 9. Amendment. Title 9: *Zoning*, Chapter 16: *Temporary Use Permits*, Section 7: *Specific Requirements*, Paragraph H, *Construction Yards And Offices*, and Paragraph I, *Caretaker's Dwelling*, are hereby amended by deleting said paragraphs in their entirety.

~~H. Construction Yards And Offices:~~

- ~~1. Permitted locations: Any zoning district, provided that said yards and offices are located on or immediately adjacent to the site of development.~~
- ~~2. Duration: During construction of a project or a phase of a project and until sixty (60) days thereafter.~~

~~I. Caretaker's Dwelling:~~

- ~~1. Permitted zone locations: All zoning districts.~~
- ~~2. Maximum duration: Only during the construction phase of a building or site.~~
- ~~3. Other: Only one adult caretaker may reside on the site during nonconstruction hours, provided sanitary facilities are available to said individual.~~

Section 10. Amendment. Title 9: Zoning, Chapter 16: Temporary Use Permits, Section 7: Specific Requirements, Paragraph K, Temporary Food and Beverage Facilities, is hereby amended by removing the strikethrough lettering and inserting the underlined text in bold lettering,

- K. Temporary Food And Beverage Facilities: Short term temporary food and beverage facilities **that are not regulated as a mobile food unit** shall comply with the regulations stated elsewhere in this chapter for lot and sidewalk commercial activities, grand openings, and planned events held on private properties that do not create anticipated significant impacts to city property or right of way.

Long term temporary food and beverage facilities are temporary facilities that dispense food or beverages from a specific location for a period longer than would be allowed under the short term temporary use regulations and which are not on wheels and are not easily portable or movable, such as a shed or kiosk. Mobile or movable temporary food and beverage facilities (i.e. food trucks and push carts) are regulated under Chapter 7: Business and Licenses.

Long term temporary food and beverage facilities shall comply with the following standards:

1. Permitted Zone Locations: All nonresidential zoning districts.
2. Maximum Duration: ~~May 1~~ **April 1** through ~~September 30~~ **October 31** of a calendar year, inclusive.
3. Maximum Square Footage Of Structure: One hundred sixty (160) square feet.
4. Health Standards And Licensing: The applicant must obtain licensing, ~~liquor permits~~, certificates of inspection, or any other documentation necessary to comply with all applicable requirements of the state, county, or municipality regarding health standards ~~and for seasonal liquor license~~, whenever applicable.
5. ~~Waste Disposal: The applicant shall provide, as determined by the director of development services or designee, adequate facilities for disposal of trash, waste, and grease.~~
6. ~~Water Service: The structure used for the dispensing of food and beverage shall provide self-contained hot and cold running water with appropriate holding facilities for wastewater.~~
7. ~~Wastewater Disposal: Any wastewater shall be collected and disposed in a manner acceptable to the city and shall be explained in the application for a permit.~~
8. ~~Restroom Facilities: Permanent restroom facilities shall be provided in an adjacent building at all times during the temporary use activity. No portable restroom facilities shall be allowed.~~
9. ~~Indemnification And Proof Of Insurance: The owner or operator of any long term temporary food and beverage facility shall provide evidence of comprehensive general liability coverage and contractual liability insurance by an insurance company licensed to do business in the state in the limits of at least one million dollars (\$1,000,000.00) for each personal injury accident and/or death; one million dollars (\$1,000,000.00) for each aggregate personal injury and/or death; and one million dollars (\$1,000,000.00) for each property damage accident. The evidence shall name the city as a coinsured and shall state 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.~~

~~The owner or operator of the long term temporary food and beverage facility, or the property owner shall execute an agreement, acceptable to the city, which indemnifies and holds harmless the city from any and all liability, damages, claims, costs, expenses, interest, and reasonable attorney fees relating to the long term temporary food and beverage facilities on their property.~~
- 10- 5. Electrical Service: Electrical service shall be provided as follows: a) overhead power connection with a minimum clearance above grade of fourteen feet (14'); b) installation of an underground conduit; or c) other method acceptable to the city. The use of an overhead connection shall only be allowed in those areas where

overhead electrical service exists. Use of an extension cord, cable or wire laying on the ground or otherwise connected to a power source is expressly prohibited for long term temporary food and beverage uses. An electrical permit shall be obtained prior to any electrical installation or connection.

~~11. Screening Of Wheels And Axle: If a structure brought onto a site for dispensing food and beverages is a trailer, an apron or shroud, acceptable to the director of development services or designee, shall be placed around the base of the structure to screen the wheels and axle.~~

~~12.~~ 6. Signage: No detached or freestanding signage shall be permitted **except with the issuance of a short term temporary sign permit**. The maximum amount of allowed wall signage shall be based upon one foot (1') of sign for each foot of length on the longest side of the structure. All other provisions of the city's sign code shall apply.

~~13.~~ 7. Removal: At the expiration of the annual temporary use permit, ~~any structures, barricades, seating facilities elements, or other facilities~~ all things associated with the temporary use shall be removed from the site in accordance with provisions stated in section 9-16-6 of this chapter. No temporary food and beverage facilities shall be allowed to be stored on a site that is not zoned appropriately for storage and warehousing, screened in accordance with city code requirements, and/or having received prior city council approval through an entitlement process for storage and warehousing.

Section 11. Repealer. All ordinances or parts of ordinances in conflict with the provision of this ordinance are hereby repealed.

Section 12. Savings Clause. If any section, provision, sentences, 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, sentences, clause, phrase or part hereof not adjudged invalid or unconstitutional.

Section 13. 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 14. 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 15. 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 22nd day of August, 2016, and approved this 22nd day of August, 2016.

Steven K. Gaer, Mayor

ATTEST:

Ryan Jacobson
City Clerk

The foregoing Ordinance No. _____ was adopted by the Council for the City of West Des Moines, Iowa, on August 22, 2016, and was published in the Des Moines Register on _____, 2016.

Ryan Jacobson
City Clerk

EXHIBIT II

RESOLUTION RATIFYING CURRENT RATES, FEES, AND CHARGES OF THE CITY OF WEST DES MOINES AND UPDATING DEVELOPMENT-RELATED FEES AS REQUIRED BY CITY POLICY AND IOWA CODE.

WHEREAS, effort has been made to consolidate all fees, rates, and charges into one reference document to be ratified by Council, and

WHEREAS, a new rate for application fees associated with the licensing of mobile food units and application fees for the allowance of mobile vendors is proposed by staff, and

NOW, THEREFORE, BE IT RESOLVED

BY THE COUNCIL OF THE CITY OF WEST DES MOINES, IOWA, that the adopted schedule of rates and fees be amended to include application and license fees associated with mobile food units and multiple vendors is ratified and approved as of August 22, 2016; and,

BE IT FURTHER RESOLVED, that previous resolutions in conflict with this resolution are hereby repealed.

PASSED AND APPROVED, this 22nd day of August, 2016.

Steven K. Gaer, Mayor

ATTEST:

Ryan Jacobson, City Clerk

A. Administrative / City Clerk's Office / Finance

I. Copying of Records

a. Audio Recording (5/15/2005)	\$ 10.00	Admin Policy
b. Video Recording (5/15/2005)	35.00	Admin Policy
c. Paper (8 ½ x 11 and/or 8 ½ x 14) (5/24/1993)	0.25/page	Motion
d. Scanned (5/15/2005)	0.25/page	Admin Policy
e. City Street Map (06/30/2014)	FREE	Resolution
f. Maps (all other except Section B (XIV) (j)) (5/15/2005)	5.00	Admin Policy

II. Alarms

a. Installation License (Annual) (2/2/2004)	\$ 100.00	Ordinance
i. Additional License (2/2/2004)	25.00	Ordinance
b. System Registration (2/2/2004)	\$ 10.00	Ordinance
c. Monitoring Fee – Residential (Monthly) (2/2/2004)	1.00	Ordinance
d. Monitoring Fee – Commercial (Annual) (2/2/2004)	2.00	Ordinance
e. False Alarms 1 st -3 rd * (2/2/2004)	FREE	Ordinance
f. False Alarm 4 th * (2/2/2004)	50.00	Ordinance
g. False Alarm Each Occurrence after 4 th * (2/2/2004)	100.00	Ordinance

*Recorded in a Calendar Year Starting with 1st False Alarm

III. Annual Permits

a. Auction (06/30/2014)	\$ 5.00	Resolution
b. Cigarette/Tobacco Code	100.00	State of Iowa
c. Hauling (06/30/2014)	5.00 / vehicle	Resolution

IV. Block Parties (12/9/2013)	No Charge	Resolution
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V. Miscellaneous Fees

a. Non-Sufficient Funds (NSF) Fee (06/30/2014)	\$ 25.00	Resolution
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b. Conduit Financing – Fee for City as Issuer (12/28/15)	\$ 2,000.00 / issuance	Resolution
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VI. Solicitor / Transient Merchant

a. Solicitor Fees

i. Applicant Fee (4/1/2013)	\$ 100.00	Ordinance
ii. Permit Fee (30-day license) (4/1/2013)	50.00	Ordinance
iii. Permit Fee (90-day license) (4/1/2013)	100.00	Ordinance
iv. Surety Bond (4/1/2013)	1,000.00	Ordinance

b. Transient Merchant Fees

i. License Application (4/1/2013)	\$ 100.00	Ordinance
ii. 1-Day License (4/1/2013)	20.00	Ordinance
iii. 7-Day License (4/1/2013)	100.00	Ordinance

c. Mobile Food Unit Fees

i. Mobile Food Unit License

1. Class I and II (8/22/2016) (Annual: April 15-April 15)	\$ 280.00	Resolution
2. Class III and IV (8/22/2016) (Annual: April 15-April 15)	\$ 350.00	Resolution

ii. Multiple Vendor Permit (8/22/2016)	\$ 350.00	Resolution
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VII. Special Events

a. Events Not Requiring Council Approval (12/9/2013)	\$ 225.00	Resolution
b. Events Requiring Council Approval (12/9/2013)	325.00	Resolution

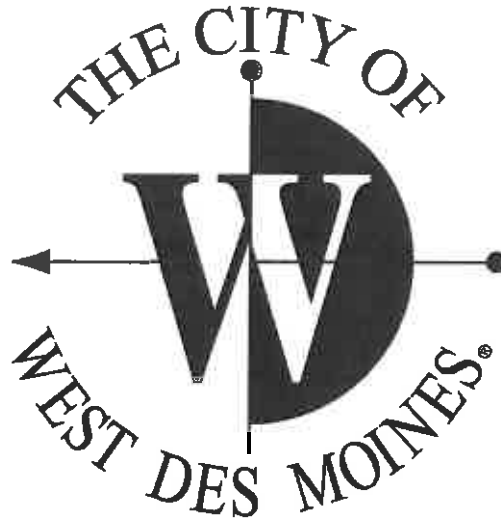
Note: Special Events also require liability insurance coverage of not less than \$500,000 / person and accident coverage of not less than \$1,000,000 / person.

VIII. Sound Permit (Live Amplified Outdoors)

a. One – 48 Hour Event (1/28/2008)	\$ 22.00	Resolution
b. 2 – 7 Consecutive Days (1/28/2008)	44.00	Resolution
c. One calendar year (1/28/2008)	82.50	Resolution

EXHIBIT III

Mobile Food Unit Vendor Application



Submit Application to:

City Clerk's Office
4200 Mills Civic Parkway, Suite 2B
P.O. Box 65320
West Des Moines, IA 50265-0320
515-222-3600
www.wdm.iowa.gov

***** Note: Changes from that indicated within this application will require the submittal of a new application for review, payment of new application fees and City approval. This includes changes to State identified mobile food unit classifications.***



Mobile Food Unit Vendor Application

NO APPLICATION CAN BE ACCEPTED FOR REVIEW UNLESS ALL REQUIRED INFORMATION IS SUBMITTED.
(Review completed within 10 business days from date of submittal)

Application Fees:

State Classifications I and II = \$280.00/year

State Classifications III and IV = \$350.00/year

GENERAL INFORMATION

Name of Business: _____

Mobile Food Unit Owner Information:

Name: _____

Mailing Address: _____

Email: _____

Phone Number: _____

- State classification: (circle appropriate) Class I Class II Class III Class IV
 - Provide a copy of the State Health Inspection Certification
 - Class III and Class IV mobile food units require an inspection by the City's Fire Department. Signature of inspector on this application is required.
Fire Inspections are by appointment: call 515-222-3420 to schedule.
- Make, model and year of mobile food unit: _____
- County, State and License Plate Number: _____
- Length of mobile food unit: _____ Width of mobile food unit: _____
- Description of kitchen facilities, cooking facilities, preparation areas, and safety features (suppression system, etc.): _____

- Provide photos of mobile food unit with application.

Applicant is responsible for obtainment of all state or federal approvals, permits, and licenses required.

Applicant's Signature: _____

By (print name): _____

Date: _____

Staff Use:

THE MOBILE FOOD UNIT SUBJECT OF THIS APPLICATION HAS BEEN INSPECTED BY THE WEST DES MOINES FIRE DEPARTMENT OR AN ACCEPTABLE METRO AGENCY AND APPROVED FOR OPERATION WITHIN THE CITY OF WEST DES MOINES.

Inspector Signature: _____

Name (printed): _____

Date of Inspection: _____

Inspection Valid through midnight April 14, _____

Fire Department Conditions and/or Comments: _____

THE MOBILE FOOD UNIT SUBJECT OF THIS APPLICATION HAS BEEN APPROVED FOR OPERATION WITHIN THE CITY OF WEST DES MOINES. OPERATION OF MOBILE FOOD UNIT SHALL BE IN ACCORDANCE WITH ALL REGULATIONS ESTABLISHED IN TITLE 3, CHAPTER 7, SECTION 4 AND ANY OTHER RESTRICTIONS PLACED AS PART OF A MULTIPLE VENDOR PERMIT FOR A PROPERTY UPON WHICH THE TRUCK IS LOCATED.

By: _____

Ryan T. Jacobson, City Clerk

Date: _____

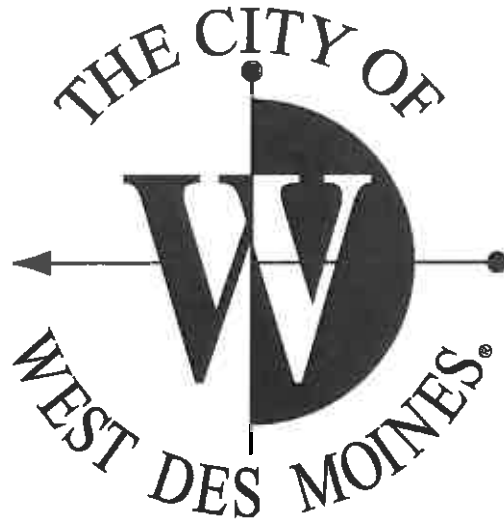
Permit #: _____

Said permit shall be valid from _____ to midnight April 14, _____.

**** Permit shall be affixed to or located within the mobile food unit at all times that the mobile food unit is operating within the City of West Des Moines.**

EXHIBIT IV

Multiple Vendor Application



Submit Application to:

City Clerk's Office
4200 Mills Civic Parkway, Suite 2B
P.O. Box 65320
West Des Moines, IA 50265-0320
515-222-3600 (phone)
www.wdm.iowa.gov

***** Note a change or expansion in operations from that indicated on this application, including, but not limited to, changes in days of week indicated, changes in times desired and changes in mobile food unit locations, will require the submittal of a new application for review, payment of new application fees and City approval.***



Multiple Vendor Application

NO APPLICATION CAN BE ACCEPTED FOR REVIEW UNLESS ALL REQUIRED INFORMATION IS SUBMITTED.

(Review completed within 10 business days from date of submittal)

Application Fee: \$350.00/year

GENERAL INFORMATION

Name of Business/Complex Name _____

Address: _____

Property Owner: _____

Name of Primary Contact: _____

Email of Primary Contact: _____

Phone Number of Primary Contact: _____

An aerial photo of site at a scale large enough to discern site details such as parking stalls, circulation drives, building entrances, etc. must be included with the application. The aerial photo shall include the entire site, not just the area where multiple vendors are desired. If site is too large, one illustration of entire site may be provided and secondary illustration of vendor area provided.

(Aerial photos may be obtained from the respective County Assessors website, Google Earth, Bing, etc.)

Indicate the following on the aerial:

- Desired location for mobile food units to set-up.
- Orientation of mobile food units (within or across parking stalls).
- Service side of mobile food units.
- Location of food ordering staging area where customers will gather for each mobile food unit.
- Location of any areas intended for on-site consumption of food and notation of amenities to be provided (number and location of tables, benches, trash receptacles, etc.)
- Parking areas anticipated to be utilized by mobile food vendors' customers driving to the site.

In addition to the aerial illustration, provide the following information:

- Land uses within the site (office, retail, restaurant, etc.) and gross floor area (GFA) of each use:

Use: _____ Square Footage: _____

Use: _____ Square Footage: _____

Use: _____ Square Footage: _____

- Total number of non-ADA parking stalls existing within the site: _____

- Total number of mobile food units desired on site at a given time: _____

- Anticipated time that mobile food units will be on-site:

Start Time: _____ End Time: _____

*** Note per code, mobile food units may only be on site a maximum of eight (8) hours.*

- Completed parking count worksheet (see attached example)

- Parking counts shall be done for those days of the week in which multiple food vendors are desired on site (i.e.; office developments analyze appropriate weekdays; retail development may need to add/subtract days of the week accordingly).

- Counts shall be taken for each hour between the start and end times indicated for each day for which mobile food units are desired on site. Count should be made within the first 15 minutes of each hour.

The determination of the maximum number of mobile food units to be allowed on a given site will be based upon regulations in code in conjunction with the following:

- The average number of parking spaces available at desired times. (Assumes 3 stalls required per mobile food unit parking perpendicular across a stall (adjusted for vehicle length indicated); or 2 stalls required per mobile food unit if park traditionally within a stall (one stall for the mobile food unit + one for customers: adjusted if necessary due to vehicle width or intended patron location)).
- A maximum 4 mobile food units allowed within a grouping. Multiple groupings may be allowed, but must be separated by a minimum of 500 feet, significant roadway or other obstacle.
- The impact of the location of the mobile food units on primary emergency services circulation routes.
- The impact of the location of mobile food units on accessibility to fire hydrant and fire department connections (FDCs).
- Number of pedestrian and vehicle conflict points. This includes vehicles of/for the primary business accessing/circulating within the site, as well as conflicts between customers and mobile food units.
- The proximity of customers either waiting for food or consuming on site to vehicle use areas.
- The degree of possibility that mobile food unit locations within a site may negatively impact adjacent roadways.
- The degree of possibility that the mobile food unit locations within a site may negatively impact adjacent properties.
- Potential safety issues arising from or related to the proposed operation(s).

STAFF USE ONLY:

- Number of stalls required by Code for site: _____
- Number provided within site: _____
- Average number of stalls available per parking count: _____

CERTIFICATION

NOTE: ALL APPLICATIONS MUST HAVE SIGNATURE(S) OF THE CURRENT PROPERTY OWNER(S) OR INDIVIDUAL WITH THE PROPER POWER OF ATTORNEY OR AUTHORIZATION TO SUBMIT SAID APPLICATION.

Owner’s Signature and Consent

I/we, _____ am/are the owner(s), authorized representative(s) for a corporate owner, person with power of attorney for the owner/owners, of said property. I/we personally swear and affirm that this application has been prepared in compliance with the requirements of the City of West Des Moines Municipal code as printed herein and that the statements and information above referred to are in all respects true and correct to the best of my/our knowledge and belief. Further, I/we hereby submit this application for review and consideration by the City of West Des Moines, Iowa in compliance with the requirements of the City of West Des Moines Municipal Code.

I/we understand that as the property owner(s) I/we am/are agree to ensure that the performance standards specified in Title 3, Chapter 7, Section 4: Mobile Food Units are met, the safety of pedestrians is protected and the access for emergency vehicles in and around the site is maintained. I/we understand that failure to do so could result in any enforcement actions or penalties allowed by law, including, but not limited to the alteration (decrease in number of mobile food units allowed) or revocation of the multiple vendor permit.

I/we understand that in addition to the multiple vendor permit, all mobile food vendors units within the City of West Des Moines must also obtain a Mobile Food Vendor license from the City Clerk’s office. I/we understand that Mobile Vendors which meet state classifications class III or IV are also required to be inspected by the City’s Fire Department. As the property owner, I/we agree to ensure that all vendors operating within their site have the proper licenses and inspections

By submitting this application, I/we grant the City permission to access the property at any time for the purposes of on-site inspections and enforcement.

Signature of Legal Property Owner/Authorized Individual

Date

Signature of Legal Property Owner/Authorized Individual

Date

The intent of allowing multiple food vendors within a site shall be to provide services to a targeted audience and not to create pop-up commercial centers. Site activities which are deemed to be an event (e.g.: multiple mobile food units within a site in conjunction with an advertised car show) shall be governed and permitted under a Short-term Temporary Use Permit. Additionally, a Short-term Temporary Use Permit shall be required anytime that the number of mobile food units desired for a site exceeds the maximum number allowed under an approved Multiple Vendor Permit.

To be completed by and signed by authorized City Personnel:

Multiple Vendor Permit

THE PROPERTY SUBJECT OF THIS APPLICATION HAS BEEN APPROVED FOR A MAXIMUM OF 1 2 3 4 (circle appropriate) MOBILE FOOD UNITS PER GROUPING AT ONE TIME IN THE MOBILE FOOD UNIT PARKING AND PATRON STAGING LOCATIONS AS IDENTIFIED ON THE ATTACHED PERMIT ILLUSTRATION.

IN ADDITION, THE EMERGENCY PATHWAY(S) IDENTIFIED ON THE ILLUSTRATION SHALL BE REMAIN UNOBSTRUCTED AT ALL TIMES.

By: _____

Name: _____

Title: _____

Date: _____

Permit Number: _____

Permit Valid: _____ through April 14, _____.

Example Parking Counts:

Parking counts may be completed by business staff and do not require the hiring of an outside agency.

<u>Dates counts taken: May 5 - 9</u>			
<u>Day of week</u>	<u>Hour studied</u>	<u># stalls utilized</u>	<u># empty</u>
Monday	11:00	74	22
Monday	12:00	68	28
Monday	1:00	86	10
Wednesday	11:00	72	24
Wednesday	12:00	64	32
Wednesday	1:00	84	12
Friday	11:00	70	26
Friday	12:00	62	34
Friday	1:00	66	30
Friday	4:00	80	16
Friday	5:00	52	44
Friday	6:00	24	72

The above counts would be provided as part of a request to allow vendors on site from 11:00 to 2:00 on Monday and Wednesday, and from 11:00 to 2:00 and 4:00 to 7:00 on Friday.

NO CHANGE FROM PREVIOUS READINGCITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATIONDate: August 22, 2016

ITEM: Ordinance Amendment – Galleria Specific Plan Amendment, Generally the North and South sides of Mills Civic Parkway between S 60th Street and S 68th Street – Amend the Specific Plan Ordinance to allow a taller ground monument sign on the Red Robin parcel – S-J-Jordan LC – ZCSP-003140-2016

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

FINANCIAL IMPACT: Undetermined.

BACKGROUND: The applicant, S-J-Jordan LC, has submitted an application for approval of an amendment to the existing Galleria Specific Plan Ordinance (fka Mills Parkway Plaza) to allow the multi-tenant ground monument sign located on the Red Robin parcel to be increased in height by two (2) feet. This request is being made to provide for tenant identification for that undeveloped parcel located north of Ethan Allen and First National Bank Midwest and west of the Holiday Inn Hotel. This parcel has no frontage on or visibility from Mills Civic Parkway. The developer is having problems finding a tenant to develop the parcel due to the lack of visibility and business identification from Mills Civic Parkway. The developer does not own the parcels which front Mills Civic and has been unsuccessful in acquiring an easement or other rights to place tenant identification on Holiday Inn's, Ethan Allen's, or First National Bank Midwest's properties. The closest sign in which the Galleria developer still has control is the multi-tenant sign on the Red Robin parcel. In exchange for the increase in height, the developer is willing to forfeit implementation of one of the other ground monument signs allowed within the Galleria development. 14 total signs are allowed: 6 ground signs have been constructed to date.

Previous Council Action:

Vote: 5-0 approval

Date: August 8, 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 amendment in final form.

Lead Staff Member: Kevin Wilde, Case Planner *KW*

STAFF REVIEWS:

Department Director	LS
Appropriations/Finance	
Legal	
Agenda Acceptance	Rtg

PUBLICATION(S) (if applicable)

Published In	<i>Des Moines Register</i>
Date(s) Published	July 22, 2016
Letter sent to surrounding property owners	July 19, 2016

SUBCOMMITTEE REVIEW (if applicable)

Committee	Development & Planning		
Date Reviewed	May 16, 2016		
Recommendation	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Split <input type="checkbox"/>

ATTACHMENTS:

Exhibit I - Proposed Ordinance

EXHIBIT I

Prepared by: KWilde, 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, AND ORDINANCES #1567, #1920, AND #1925, GALLERIA SPECIFIC PLAN, ACCORDING TO 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: Ordinance #1567, #1920, and #1925, "Galleria Specific Plan" is hereby amended by Section 8: Signage, paragraph E, to read as follows,

E. Development/Tenant Identification Signs (Office/Commercial Parcels): A maximum of ~~fourteen~~ **thirteen (13)** development/tenant identification signs which identify the name of the development and/or the names of businesses within the development shall be allowed within the Galleria Development boundaries in accordance with the following:

1. When located a minimum of twenty feet (20') from the ultimate public street right of way line or thirty feet (30') from the curb of a private street (Stagecoach Drive north of Mills Civic Parkway) the sign structure shall be a maximum of seven and one-half feet (7¹/₂') in height and no greater than sixty five (65) square feet in overall size. When located between ten (10) and nineteen feet (19') from the ultimate right of way line or fifteen (15) to twenty nine feet (29') from the curb of a private street, the sign structure shall be a maximum of six and one-half feet (6¹/₂') in height and no greater than fifty five (55) square feet in overall size.

An exception shall be granted for the sign located on the northwest corner of the intersection of Mills Civic Parkway and the northern extension of Stagecoach Drive. The sign at that location shall meet a minimum ten foot (10') setback from the right-of-way line of Mills Civic Parkway and a minimum thirty foot (30') setback from the back of curb of the private street (Stagecoach Drive north of Mills Civic). The sign structure shall be a maximum eight and one-half feet (8 ½ ') in height and no greater than seventy-four (74) square feet in overall size.

2. There shall be no limit to the number of tenants identified on such signs; however no additional sign structure square footage shall be granted for signs which contain both development and tenant identification.
3. The tenant copy area shall be comprised of individually attached letters or a panel sign sized and treated (opaque vinyl or router face) to minimize the amount of sign area that illuminates and to present the appearance of individual letters.

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, sentences, 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, sentences, clause, phrase or part hereof not adjudged invalid or unconstitutional.

SECTION 4. 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 5. 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 6. 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 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 Jacobson
City Clerk

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

DATE: August 22, 2016

ITEM:

Motion – Approval of Traffic Code Amendment
 Official Traffic Controls
 50th Street and Stonebridge Road
 Second Reading, Waive Third Reading and Adoption of Ordinance in Final Form

FINANCIAL IMPACT:

None.

SYNOPSIS:

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

50th Street and Stonebridge Road

BACKGROUND:

Traffic signals were constructed due to an increase in traffic crashes at the intersection. The intersection meets warrants as outlined in the Manual of Uniform Traffic Control Devices.

RECOMMENDATION:

City Council Approve:

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

Lead Staff Member: Jim Dickinson, P.E.

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Works		
Date Reviewed	August 15, 2016		
Recommendation	Yes	No	Split

ORDINANCE NO. _____

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

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

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

Adding Intersection of:

Fiftieth Street and Stonebridge Road

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

SECTION 3. SEVERABILITY. If any section, provisions, sentence, clause, phrase or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any provision, section, subsection, sentence, clause, phrase or part hereof not adjudged invalid or unconstitutional.

SECTION 4. VIOLATION. Any person who violates the provisions of this Ordinance, upon conviction, shall be punished with a fine not to exceed \$100 plus applicable surcharge and court costs.

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

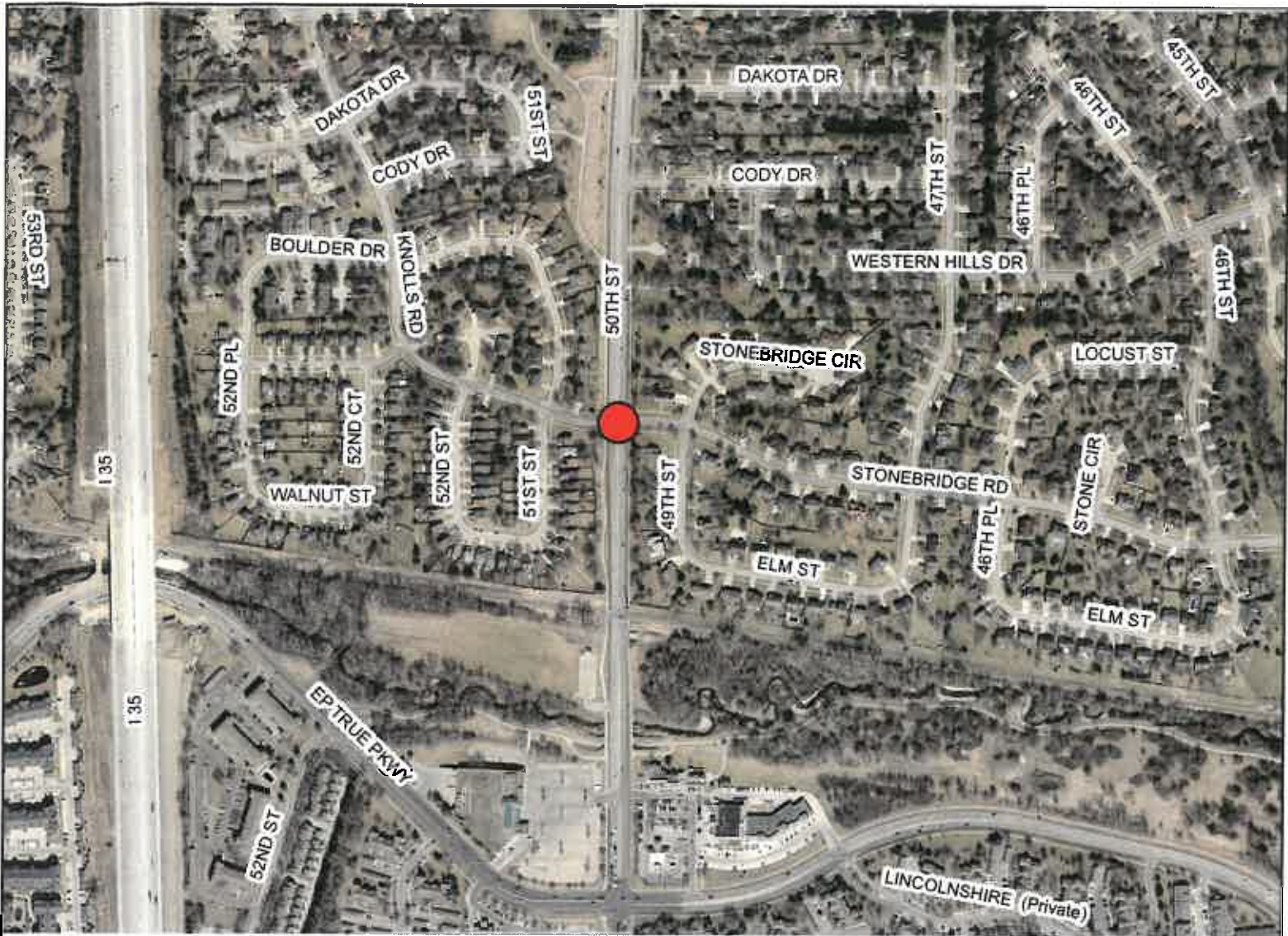
PASSED AND APPROVED this 22nd day of August, 2016.

Steven K. Gaer, Mayor

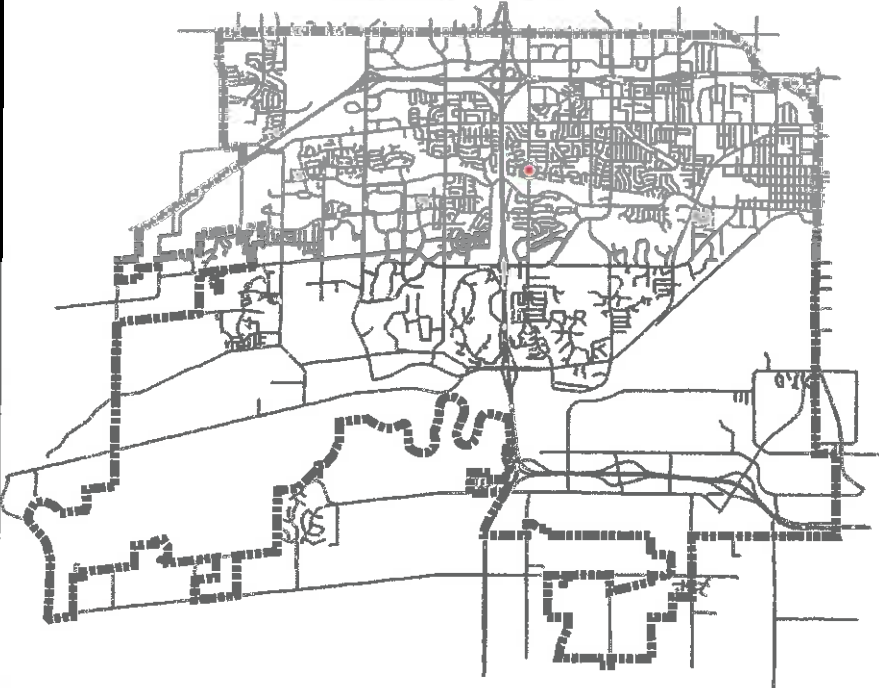
ATTEST:

Ryan T. Jacobson
City Clerk

Published in the Des Moines Register this _____ day of _____, 2016.



VICINITY MAP



LEGEND

N

PROJECT LOCATION 



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

PROJECT:	Approval of Traffic Code Amendment Official Traffic Controls		
LOCATION:	50th Street and Stonebridge Road		
DRAWN BY:	JDR	DATE:	7/26/2016
			SHT. 1 OF 1

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

5(d)

DATE: August 22, 2016

ITEM:

Resolution - Approval of Final Plat & Schedule of Assessments - Corrected
2014 Sidewalk Improvement Program - Phase I

FINANCIAL IMPACT:

The total construction cost for the 2014 Sidewalk Improvement Program – Phase I was \$193,798.96. All costs were paid from budgeted account No. 500.000.000.5250.490. The amount of \$144,667.48 will be specially assessed to benefited property owners.

BACKGROUND:

The work on the project is substantially complete. The project will be formally accepted at a future date. The Council is being asked to approve the Final Plat and Schedule of Assessments for the 2014 Sidewalk Improvement Program – Phase I.

The amount of \$144,667.48 was spread to the property owners in the Final Assessment consistent with the Preliminary Assessment Schedule. The remaining sidewalks were improved privately or were the responsibility of the City to improve. Upon Council approval, the Final Assessment Plat and Schedule will be filed at the appropriate County Treasurer’s office. All public notices will be issued as required.

The City portion to install handicapped ramps in accordance with the Americans With Disability Act will be included in a separate Phase II project. There will be no special assessments associated with the Phase II project.

OUTSTANDING ISSUES: None

RECOMMENDATION:

City Council Adopt:
- Resolution for Approval of Final Plat & Schedule of Assessments

Lead Staff Member: Joseph C. Cory, P.E.

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Works Council		
Date Reviewed	August 15, 2016		
Recommendation	Yes	No	Split

**RESOLUTION ADOPTING AND LEVYING FINAL SCHEDULE
OF ASSESSMENTS, AND PROVIDING FOR THE PAYMENT THEREOF**

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WEST DES MOINES, IOWA, that after full consideration of the Final Schedule of Assessments and Accompanying Plat showing the assessments proposed to be made for the construction of the West Des Moines, Iowa, 2014 Sidewalk Improvement Program – Phase I, under contract Coluzzi Construction LLC, Des Moines IA, which Final Plat and Schedule was filed in the office of the City Clerk on the 22nd day of August, 2016, said assessments are hereby approved.

BE IT FURTHER RESOLVED, that the said Schedule of Assessments and Accompanying Plat, be and the same are hereby approved and adopted; and that there be, and is hereby assessed and levied, as a special tax against and upon each of the lots, parts of lots and parcels of land, and the owner or owners thereof liable to assessment for the cost of said improvements, the respective sums expressed in figures set opposite to each of the same on account of the cost of the construction of the said improvements. Provided, further, that the amounts shown in said Final Schedule of Assessments as deficiencies are found to be proper and are levied conditionally against the respective properties benefited by the improvements as shown in the Schedule, subject to the provision of Section 384.63, Code of Iowa. Said assessments against said lots and parcels of land are hereby declared to be in proportion to the special benefits conferred upon said property by said improvements, and not in excess thereof, and not in excess of twenty-five percent of the value of the same.

BE IT FURTHER RESOLVED, that said assessment of \$500.00 or more shall be payable in ten equal annual installments and shall bear interest at the rate of nine per cent per annum, the maximum rate permitted by law; the first installment of each assessment, or total amount thereof, if it be less than \$500.00, with interest on the whole assessment shall become due and payable on October 2, 2016; succeeding annual installments, with interest on the whole unpaid amount, shall respectively become due on July 1st annually thereafter, and shall be paid at the same time and in the same manner as the September semiannual payment of ordinary taxes. Said assessment shall be payable at the office of Polk County Treasurer, in full or in part and without interest for thirty days after the date of the first publication of the notice of the filing of the Final Plat and Schedule of Assessments with the Polk County Treasurer.

BE IT FURTHER RESOLVED, that the Clerk be and is hereby directed to certify said Final Plat and Schedule to the appropriate County Treasurer and to publish notice of said certification once each week for two consecutive weeks in the "Des Moines Register," a newspaper printed wholly in the English language, published in West Des Moines, and of general circulation in West Des Moines, Iowa, the first publication of said notice to be made within fifteen days from the date of the filing of said schedule with the County Treasurer. The Clerk shall also send by ordinary mail to all property owners whose property is subject to assessment a copy of said notice, said mailing to be on or before the date of the second publication of the notice, all as provided and directed by Code Section 384.60, Code of Iowa.

BE IT FURTHER RESOLVED, that the Clerk is directed to certify the deficiencies for lots specially benefited by the improvements, as shown in the Final Schedule of Assessments, to the County Treasurer for recording in the Special Assessment Deficiencies Book and to the City official charged with responsibility for the issuance of building permits. Said deficiencies are conditionally assessed to the respective properties under code Section 384.63 for the amortization period specified by law.

PASSED AND APPROVED this 22nd Day of August, 2016.

ATTEST:

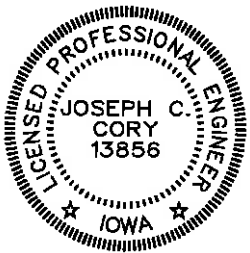
Steven K. Gaer, Mayor

Ryan Jacobson
City Clerk

FINAL PLAT AND SCHEDULE OF ASSESSMENTS - CORRECTED

FOR

**2014 SIDEWALK IMPROVEMENT PROGRAM - PHASE I
WEST DES MOINES, IOWA
PROJECT NO. 0510-036-2014**



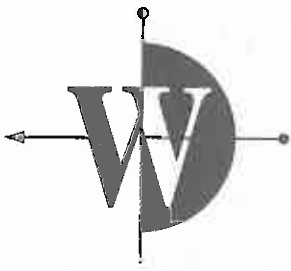
**I HEREBY CERTIFY THAT THIS PLAT AND SCHEDULE WAS
PREPARED BY ME OR UNDER MY DIRECT PERSONAL
SUPERVISION AND THAT I AM A DULY LICENSED
PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE
OF IOWA.**


JOSEPH C. CORY, P.E.

8/17/2016
Date

My License Renewal Date is December 31, 2016

Pages Covered by this Seal: All Sheets



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

Public Works

560 South 16th Street
P.O. Box 65320
West Des Moines, IA 50265-0320

Phone
515-222-3480

FAX
515-222-3478

E-mail
publicworks@wdm.iowa.gov

August 18, 2016

Honorable Mayor and
Members of the City Council
City of West Des Moines
4200 Mills Civic Parkway
West Des Moines, Iowa 50265

**Re: Final Plat and Schedule of Assessments – Corrected
2014 Sidewalk Improvement Program – Phase I**

Honorable Mayor and Members of the City Council:

We submit for your consideration a Final Plat and Schedule of Assessments for the construction of the 2014 Sidewalk Improvement Program – Phase I for West Des Moines, Iowa.

The construction consisted of the installation of new sidewalks, repair of existing sidewalks, and other related miscellaneous work associated with this type of construction in Polk County. The improvements were constructed within the boundaries outlined in the attached Assessment and Benefit Areas and Methodology.

The repair and/or construction of sidewalks that have been identified in this project were required due to missing, cracked, raised, sunken, or general disrepair of the sidewalks which can cause harm and nuisance to the general public. A total of 833 properties were identified with sidewalks needing to be constructed or repaired in this program. The affected property owners were provided an opportunity to construct the improvements on their own as with past projects. There were 506 of the properties identified in the original program where the sidewalks were repaired by property owners or were removed from the program for other reasons after field review. Six applications for economic hardship sidewalk waiver were received and approved. After the Preliminary Assessment Plat and Schedule was adopted and the special assessment notice was provided, another 62 property owners repaired or installed their sidewalks. The remaining 259 properties chose to have the City construct the sidewalk improvements and assessments will be levied against these properties as shown in the attached Final Assessment Plat and Schedule.

The actual costs and quantities are as shown on the attached Project Cost Summary. The total cost of the project was \$193,798.96. All properties are located in Polk County. The total assessable cost to property owners is \$144,667.48. The prorated share of the total project cost is being assessed to each property based on each respective section of sidewalk on a parcel by parcel basis. Due to the contract bid price exceeding the estimated costs shown in the Preliminary Plat and Schedule of Assessments, \$822.28 of the normally accessible cost was borne by the City. The remaining amount was used to install new sidewalks on City property. The City portion to install handicapped ramps in accordance with the Americans With Disability Act will be included in a separate Phase II project.

**Final Plat and Schedule of Assessments - Corrected
2014 Sidewalk Improvement Program – Phase I
August 18, 2016**

Please note that the assessment schedule shows the Council Valuation of lots and parcels, the assessments computed utilizing the total project cost and any conditional deficiency for each lot and parcel as established by the Council. The property valuation for most of the parcels was arrived at by utilizing the Assessor's valuation for the property. For property where there was a nominal valuation, a value of \$10,000 per acre was assigned by staff for special assessment purposes. No appraisals were performed for this project.

Respectfully submitted,



Joseph C. Cory, P.E.
Deputy Public Works Director

Enclosure

JCC/pe

PROJECT COST SUMMARY - CORRECTED
2014 SIDEWALK IMPROVEMENT PROGRAM - PHASE I
WEST DES MOINES, IOWA
PROJECT NO. 0510-036-2014

<u>ITEM</u>	<u>UNIT</u>	<u>QUANTITY</u>		<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>		<u>TOTAL</u>
		<u>ASSESSABLE</u>	<u>NON-ASSESSABLE</u>		<u>ASSESSABLE</u>	<u>NON-ASSESSABLE</u>	
4" SIDEWALK Remove, Replace	SF	10,161.40	2,765.16	\$9.45	\$96,025.23	\$26,130.72	\$122,156.37
4" SIDEWALK - Place	SF	1,702.40	176.80	\$8.50	\$14,470.40	\$1,502.80	\$15,973.20
6" SIDEWALK Remove, Replace	SF	1,120.80	305.20	\$11.50	\$12,889.20	\$3,509.80	\$16,399.00
ADDITIONAL FILL	TON	4.41	0.0	\$50.00	\$220.50	\$0.00	\$220.50
Change Order #1 to adjust quantities per agreement							
Total Construction Cost					\$123,605.33	\$40,257.32	\$163,863.07
Engineering, Legal and Administrative Cost (20% of Total Construction Cost) *					\$21,884.43	\$8,051.46	\$29,935.89
* Adjusted for Prop. #832 adjustment							
Total Project Cost					\$145,489.76	\$48,308.78	\$193,798.96

**FINANCIAL IMPACT - CORRECTED
2014 SIDEWALK IMPROVEMENT PROGRAM - PHASE I
PROJECT NO. 0510-036-2014**

<u>Category</u>	<u>Cost</u>	<u>Proportion of Total Project Cost</u>
A) <u>NON-CITY SHARE</u>		
Assessable Costs	\$ 144,667.48	74.65%
B) <u>CITY SHARE</u>		
Assessable Costs	\$ -	0.00%
Non-Assessable Costs		
City Construction Costs	\$ 48,308.78	24.93%
Additional Construction Costs (1)	\$ 822.28	
Conditional Deficiency	\$ -	0.00%
Subtotal	<u>\$ 49,131.06</u>	<u>25.35%</u>
TOTAL PROJECT COSTS	<u><u>\$193,798.96</u></u>	<u><u>100%</u></u>

(1) The bid prices for the project exceeded the estimate in the preliminary schedule and those costs could not be specially assessed.

**ASSESSMENT BENEFIT AREAS AND METHODOLOGY
2014 SIDEWALK IMPROVEMENT PROGRAM - PHASE I
POLK COUNTY
WEST DES MOINES, IOWA
PROJECT NO. 0510-036-2014**

ALL IMPROVEMENTS FRONTING A PUBLIC STREET RECEIVE A SPECIAL BENEFIT DUE TO THE CONSTRUCTION OF SIDEWALK. THE BENEFIT INCLUDES THE INCREASE IN THE VALUE OF THE PROPERTY, DECREASE IN LIABILITY FOR THE PROPERTY OWNERS AND OTHER MISCELLANEOUS RELATED BENEFITS. THE SIDEWALK COSTS ARE ASSESSED ON A FRONTAGE FOOT BASIS.

LEGAL DESCRIPTION

THE FOLLOWING TRACTS OF LAND ARE WITHIN THE ASSESSMENT DISTRICT AND ARE LOCATED ENTIRELY WITHIN THE CORPORATE LIMITS OF THE CITY OF WEST DES MOINES AND POLK COUNTY, IOWA, AND ARE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

SUBDIVISION	LOT(S)
ASHAWA	E 1/2 ALLEY LYG W & ADJ & W 1/2 WALNUT ST LYG E & ADJ & LTS 1 THRU 5 BLK 3 & E 1/2 WALNUT ST LYG W & ADJ & LTS 10 THRU 14 & ALLEY LYG W & ADJ & LTS 1 THRU 5 BLK 4
ASHAWA ESTATES PLAT 1	1, 2, 6, 12, 22, 23, 24
ASHAWA ESTATES PLAT 2	3, 7, 12, 25, 26
ASHAWA ESTATES PLAT 3	3, 7, 28, S 10F LT 29 & ALL LT 30, 37, 38, 39
ASHAWA ESTATES PLAT 4	8, 20, 23, 26, 36, 37, 38
ASHAWA ESTATES PLAT 5	3, 9, 10, 21
ASHAWA ESTATES PLAT 6	1, 2, 4, 6, 8
ASHWORTH 35	7
ASHWORTH ESTATES PLAT 8	13
BEVERLY HILLS	N 90F W 180F LOT 12, N 84F LOT 17 & S 16F LOT 18, 20, 42 43, 44 & 45
BEVERLY HILLS PLAT 4	1

SUBDIVISION	LOT(S)
BEVERLY HILLS PLAT 5	-EX BEG NW COR LT 1 BEVERLY HILLS PLAT 5 THN SW 150.44F S 14.4F W 40.02F TO W LN LT 1 COUNTRY CLUB ESTATES PLAT 3 S 31.36F NE 63.99F NE 160.81F TO POB- PRT LT 1 BNG 40F VAC ROW LYG W OF & ADJ LOT 2 & N 44.4F LT 3 BEVERLY HILLS PLAT 5 COUNTRY CLUB ESTATES PLAT 3; AND LTS 1 & 2 & N44.4F LT 3 BEVERLY HILLS PLAT 5, 8, 15, E 18F ON N LN & E 6F ON S LN LT 26 & ALL LT 27, TRI PC BNG E 9F ON N LN LT 25 &-EX E 18F ON N LN & E 6F ON S LN- LT 26, 35, 44, 54
BEVERLY HILLS PLATS 6 AND 7	OUTLOT X BEVERLY HILLS PLAT NO 7; AND -EX S 5F- LT 5 BEVERLY HILLS PLAT NO 6
BEVERLY HILLS PLT 3	2, 8, 23
BLUE CREEK	10
CARMIKE PLACE	-EX S 15F & W 17F- LOT 2
CHATEAU MANOR PLAT 2	7
CLOVER HILLS PLACE	45
COUNTRY CLUB ESTATES	E 90 F N 213 F LT 14, N 141 F W 215 F S 1/2 LOT 30, E 270F S 83F LT 33, E 200F LT 34
CROWN FLAIR ESTATES	5, 9, 11, 19, 31, 33, 34, 48
CROWN FLAIR ESTATES PLAT 2	2
FAIRMEADOWS	1, 12, -EX S 25F- LOT 19 & ALL LOT 18, 33, 37, E 45F LOT 42 & W 40F LOT 43
FAIRMEADOWS NO 8	8, LT 20 & TRI PC LT 37 MEAS E 2.75F ON S LN & E ZERO F ON N LN, 26, 34, 35, 38, 39, 44, 49, 60
FAIRMEADOWS PLAT 3	LOT 10 & W 5F LOT 11, -EX W 5F- LOT 13, 22, 23, 34, S 30F LOT 50 & N 36F LOT 51, S 24F LOT 51 & N 42F LOT 52, 61, N 15F LT 76 & ALL LT 77
FAIRMEADOWS PLAT 5	PARCEL D BK 6813 PG 19 OUTLOT Y FAIRMEADOWS PLAT 13; AND -EX BEG 96F S OF NE COR THN SWLY TO SW COR LT 81 FAIRMEADOWS PLAT 5 NW 131.15F N290F NW74.4F N 188.16F E 298.62F TO POB- OL B LYG N OF VINE ST, 27, 33, 64, -EX E 3F- LOT 68, 72, SELY 10F OL B LYG W OF & ADJ & NWLY 50F LT 82, E 20F LOT 88 & W 50F LOT 89, 97, 100

SUBDIVISION	LOT(S)
FAIRMEADOWS PLAT 6	TRI PC IN SE COR BNG S 3F ON E LN & E 30F ON S LN LOT 1 FAIRMEADOWS PLAT 8; AND LOT 2 FAIRMEADOWS PLAT 6, 21, -EX TRI PC BNG N 10F ON E LN TO NW CORNER ON W LN- LOT 22, 27, 31, 37, 41, 47, 51, 56, 70, 71, 72, 76, 78, 86, 87, OUTLOT D RPLT LTS 5 & 6 FAIRMEADOWS PLT NO. 29; AND LOT 93 FAIRMEADOWS PLAT 6, LT 14 FAIRMEADOWS PLT 9; OUTLOT F RPLT LTS 5 & 6 FAIRMEADOWS PLT NO.29; AND LT 91 FAIRMEADOWS PLAT 6, OUTLOT B RPLT LTS 5 & 6 FAIRMEADOWS PLT NO. 29; AND LOT 95 FAIRMEADOWS PLAT 6, 98
FAIRMEADOWS PLAT 7	1, S 50F LOT 10 & N 20F LOT 11, S 40F LOT 11 & N 25F LOT 12, 20, 36, -EX S 64.8F- LOT 49 & ALL LOT 50, S 5F LOT 55 & N 70F LOT 56, 62, 65, 81
FAIRMEADOWS PLAT NO 10	7, 12, 24, 28, 33, 38, 40, 44, 50, 53, 62
FAIRMEADOWS PLAT NO 11	12, 23, 28, 40, 43, 44, 47, 53
FAIRMEADOWS PLAT NO 12	8, 32, 34, 38, 39, 51
FAIRMEADOWS PLAT 13	3, 8, -EX W 2.5F- LOT 26, -EX E 2 F- LOT 33
FAIRMEADOWS PLAT 14	7, 8
FAIRMEADOWS PLAT 15	5, 10, 14, 17, 22
FAIRMEADOWS PLAT 16	1, 2, 6
FAIRMEADOWS PLAT NO 17	10, 16, 19, 23, 36
FAIRMEADOWS PLAT 18 CORRECTED	13, 15, 16, -EX S 15 F- LT 18
FAIRMEADOWS PLAT 19	4, 9, 11, 12
FAIRMEADOWS PLAT 20	1, 2, W 4F LOT 9 & ALL LOT 10 & E 8F LOT 11
FAIRMEADOWS PLAT 21	1, 2, 9, 12, 16, 25, 28
FAIRMEADOWS PLAT NO 24	6, 23
FAIRMEADOWS PLAT NO 25	-EX W 3.5F- LOT 3, -EX N 15 F- LOT 5 & N 1.5F LOT 6, -EX N 1.5 F- LT 6, -EX E 9 F- LT 11 & E 9F LOT 12, 16, 17
FAIRMEADOWS PLAT NO 26	17, 18, 19, 29
FAIRMEADOWS PLAT 29	1 & 3
FAIRMEADOWS PLAT 30	5
FRIAR PLACE	E 4F LT 9 & ALL LT 10
JORDAN GLEN PLAT 1	-EX S 17F RD EAS- OUTLOT X
MEADOW PARK CIRCLE	7, 12, 13, 18, 25
MEADOW POINT PLAT 2	4, 24, 25, 39, 45, E 5FT LT 47 & ALL LT 48, 49, 50
MEADOW POINT PLAT 3	2, 3, 6, 7, 14, 23, 29
MEADOW POINT PLAT 4	4, 17, 19, 23
MEADOW POINT PLAT 5	16, 24, 28, 47, 54, 55
MEADOW POINT PLAT 6	8, 19, 26, 34

SUBDIVISION	LOT(S)
MEADOW POINT PLAT 8	8, 13, 19, 21, 25, 27, 28, 33, 34, 35, 54, 58, 59
MEADOW POINT PLAT 9	1, 6, 13, 18, 20, 32, 33, 39
MEADOW POINT PLAT 10	1, 2, 4, 7, 10, 12, 19, 21, 22, 44, 49
MEADOW POINT PLAT 11	1, 2, 12, 14, -EX BEG SE COR THN SW13F NE14.23F TO E LN SLY5.2F TO POB LT 20, 33, 36
SEC 4-78-25	-EX W OF LN BEG 902.73F N & 94.97F E OF SW COR THN SW 37.01F S 167.55F TO N ROW LN I-235- & - EX E 48.5F- BEG 902.8F N & 50F E OF SW COR THN E 1063.72F NELY 250.34F S 574.79F W 497.81F NW 732.86F NW 125.86F N 165.15F TO POB W 1/2 NW FRL 1/4
SEC 9-78-25	BEG 33F S & 489.48F E NW COR THN E 200.07F S 217.59F W 200.25F N 217.30F TO POB NW 1/4 NE 1/4
SOUTHWICK	1, 3
THE PINES AT MEADOW POINT	3, 5, 6, 7, 8, 14, 22
THE PINES AT MEADOW POINT PLAT 2	1, 23, 26
WESTOWN COMMONS	OUTLOT Z
WESTOWN PARK	BEG 33F E OF SW COR LT H THN N 387.65F E 175F NELY 263.89F SE 164.25F E 273.06F S 349.18F SW194.1F W610.56F TO POB LTS 2 & H, 15
WILLOW CREST PLAT 2	5
WILLOW CREST PLAT 4	1
WILLOW CREST PLAT 5	3
WOODLAND HEIGHTS PLAT 2	3
WOODLAND HEIGHTS PLAT 3	6, 33, 34
WOODLAND HEIGHTS PLAT 4	5, 9
WOODLAND HEIGHTS PLAT 5	2, 7, 18, 31, 32, 34, 41, -EX W 3F- LOT 47

Final Assessment Schedule - Corrected
2014 Sidewalk Improvement Program - Ph. 1
West Des Moines, Iowa
Project No. 0510-036-2014
Date: August 18, 2016

Bond No.: Polk Co. 2015-02

PROP. NO.	PROPERTY OWNER	PROPERTY ADDRESS	LEGAL DESCRIPTION	CERT. NO.	PARCEL NO.	COUNCIL VALUATION	SIDEWALK 4" (SF)	SIDEWALK 6" (SF)	CONSTRUCTION COST	ADMINISTRATION COST	TOTAL BENEFIT	FINAL ASSESSMENT	CONDITIONAL DEFICIENCY	PROPORTION OF TOTAL COST
4	Shoppes at Valley West LLC (T1) Mail To: 2400 86th St., Ste 24 Urbandale, IA 50322	3330 Westown Pkwy. 50266	-EX W OF LN BEG 902.73F N & 94.97F E OF SW COR THN SW 37.01F S 167.55F TO N ROW LN I-235-& -EX E 48.5F-BEG 902.8F N & 50F E OF SW COR THN E 1063.72F NELY 250.34F S 574.79F W497.81F NW 732.86F NW 125.86F N 165.15F TO POB W 1/2 NW FRL 1/4 SEC 4-78-25	5322100	320/00019-003-011	\$ 4,014,000	211	50	\$2,568.95	\$513.79	\$3,082.74	\$3,082.74	\$0.00	1.59%
7	Link Associates Foundation (T1)	1452 29th St. 50266	LOT 10 BLUE CREEK	5322200	320/00648-010-000	\$ 2,750,000			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
14	Bre/Esa P Portfolio LLC (T1) Mail To: Prop Tax 0057 POB 49550 Charlotte, NC 28277-9550	2701 Westown Pkwy. 50266	-EX S 15F & W 17F- LOT 2 CARMIKE PLACE	5322300	320/00779-152-001	\$ 3,330,000	50.4		\$476.28	\$95.26	\$571.54	\$571.54	\$0.00	0.29%
18	Westown Commons Owners Association Mail To: First American Bank POB 71156 Clive, IA 50325-0156	2501 Westown Pkwy. 50266	OUTLOT Z WESTOWN COMMONS	5322400	320/04947-030-507	\$ 464,000		38.4	\$441.60	\$88.32	\$529.92	\$503.10	\$0.00	0.26%
19	MDM EQUITY - 2015 LLC Mail To: Hubbell Property Management LLC 6900 Westown Pkwy. West Des Moines, IA 50266-2520	1415 28th St. 50266-2520	BEG 33F E OF SW COR LT H THN N 387.65F E 175F NELY 263.89F SE 164.25F E 273.06F S 349.18F SW194.1F W610.56F TO POB LTS 2 & H WESTOWN PARK	5322500	320/04947-031-102	\$ 5,900,000	32		\$302.40	\$60.48	\$362.88	\$362.88	\$0.00	0.19%
29	Catalyst Westowne LLC (T1) Mail To: Catalyst Westowne LLC 1901 Avenue Of the Stars Ste 820 Los Angeles, CA 90067-6001	1530 22nd St. 50266	LOT 15 WESTOWN PARK	5322600	320/04947-031-068	\$ 976,000	16.8	99.6	\$1,304.16	\$260.83	\$1,564.99	\$1,554.80	\$0.00	0.80%
38	Richard K. Scupham (T1) Melanie S. Scupham (T2)	2916 Orchard Dr. 50266-2142	LT 7 CHATEAU MANOR PLAT 2	5322700	320/00780-029-000	\$ 298,500	32.4		\$306.18	\$61.24	\$367.42	\$367.42	\$0.00	0.19%
39	Timothy J. Todd (T1) Jessalyn M. Todd (T2)	1128 28th St. 50266-2125	E 200F LT 34 COUNTRY CLUB ESTATES	5322800	320/01327-002-000	\$ 169,900	33.6		\$317.52	\$63.50	\$381.02	\$381.02	\$0.00	0.20%
40	Kenneth A. Heimes (T1) Mark A. Gisler (C1) Mary P. Gisler (C2) Mail To: Mark A. Gisler	1142 28th St. 50266-2125	E 270F S 83F LT 33 COUNTRY CLUB ESTATES	5322900	320/01326-001-000	\$ 247,300			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
41	Michael M. Young (T1) Margaret M. Young (T2)	3208 Woodland Ave. 50266-2036	E 90 F N 213 F LT 14 COUNTRY CLUB ESTATES	5323000	320/01290-001-000	\$ 238,900	16		\$151.20	\$30.24	\$181.44	\$181.44	\$0.00	0.09%
45	Noah L. Lacona (T1) Mail To: 2400 Ingersoll Ave. Des Moines, IA 50312-5234	1121 31st St. 50266	N 141 F W 215 F S 1/2 LOT 30 COUNTRY CLUB ESTATES	5323100	320/01319-001-000	\$ 425,000	35.2		\$332.64	\$66.53	\$399.17	\$399.17	\$0.00	0.21%

Final Assessment Schedule - Corrected
2014 Sidewalk Improvement Program - Ph. 1
West Des Moines, Iowa
Project No. 0510-036-2014

Date: August 18, 2016 Bond No.: Polk Co. 2015-02

PROP. NO.	PROPERTY OWNER	PROPERTY ADDRESS	LEGAL DESCRIPTION	CERT. NO.	PARCEL NO.	COUNCIL VALUATION	SIDEWALK 4" (SF)	SIDEWALK 6" (SF)	CONSTRUCTION COST	ADMINISTRATION COST	TOTAL BENEFIT	FINAL ASSESSMENT	CONDITIONAL DEFICIENCY	PROPORTION OF TOTAL COST
54	Craig Cunningham (T1) Tonya Cunningham (T2)	3115 Ashworth Rd. 50265-3251	E 4F LT 9 & ALL LT 10 FRIAR PLACE	5323200	320/02191-010-001	\$ 176,600	50.8		\$480.06	\$96.01	\$576.07	\$576.07	\$0.00	0.30%
63	Ben Tebo (T1) Maggie Tebo (T2)	3004 Denny Ct. 50266-2009	LT 5 WILLOW CREST PLAT 2	5323300	320/04947-049-000	\$ 229,000	32.8		\$309.96	\$61.99	\$371.95	\$371.95	\$0.00	0.19%
65	Robert J. Barnes (T1) Ida B. Huston (T2)	1201 32nd St. 50266-2012	LT 1 WILLOW CREST PLAT 4	5323400	320/04947-069-000	\$ 187,400	16.8		\$158.76	\$31.75	\$190.51	\$190.51	\$0.00	0.10%
68	Sheryl J. Allen (T1)	3218 Pleasant St. 50266-2025	LOT 3 WILLOW CREST PLAT 5	5323500	320/04947-083-000	\$ 175,100	18		\$170.10	\$34.02	\$204.12	\$204.12	\$0.00	0.11%
76	Julie A. Praski (T1) Jesse M. Praski (T2)	1256 33rd St. 50266-2016	LOT 3 WOODLAND HEIGHTS PLAT 2	5323600	320/04949-003-000	\$ 156,800	40		\$378.00	\$75.60	\$453.60	\$453.60	\$0.00	0.23%
88	Harlan K. Hanson (T1) Marilyn S. Roby (T2)	3308 Sylvania Dr. 50266-2153	LT 33 WOODLAND HEIGHTS PLAT 3	5323700	320/04949-045-000	\$ 154,100	19.2		\$181.44	\$36.29	\$217.73	\$217.73	\$0.00	0.11%
89	John E. Passick (T1)	3314 Sylvania Dr. 50266-2153	LT 34 WOODLAND HEIGHTS PLAT 3	5323800	320/04949-046-000	\$ 152,500	15.6		\$147.42	\$29.48	\$176.90	\$176.90	\$0.00	0.09%
91	Shirley A. Rachuy (T1)	1114 33rd St. 50266-2135	LT 6 WOODLAND HEIGHTS PLAT 3	5323900	320/04949-018-000	\$ 192,900	47.2		\$446.04	\$89.21	\$535.25	\$535.25	\$0.00	0.28%
95	Steven Areges (T1) Bobbie Areges (T2)	3201 Orchard Cir. 50266-2140	LOT 5 WOODLAND HEIGHTS PLAT 4	5324000	320/04949-054-000	\$ 183,400	18.4		\$173.88	\$34.78	\$208.66	\$208.66	\$0.00	0.11%
96	Donald H Devore And Alice M Devore Revocable Trust (T1)	3208 Orchard Cir. 50266-2140	LOT 9 WOODLAND HEIGHTS PLAT 4	5324100	320/04949-058-000	\$ 170,100	35.2		\$332.64	\$66.53	\$399.17	\$399.17	\$0.00	0.21%
100	Kimberly Fox (T1) Huy Chan Tu (T2)	3001 Pleasant St. 50266-2022	-EX W 3F- LOT 47 WOODLAND HEIGHTS PLAT 5	5324200	320/04949-109-000	\$ 188,300	57.2		\$540.54	\$108.11	\$648.65	\$639.60	\$0.00	0.33%
103	Deborah J. Synhorst (T1)	2800 Woodland Pl. 50266-2039	LT 18 WOODLAND HEIGHTS PLAT 5	5324300	320/04949-080-000	\$ 172,200	32.8		\$309.96	\$61.99	\$371.95	\$371.95	\$0.00	0.19%
104	Donelda R. Olsasky (T1) Mail To: Julie Thomas 180 Loma Alta Ave. Los Gatos, CA 95030-6224	3000 Pleasant St. 50266-2010	LT 2 WOODLAND HEIGHTS PLAT 5	5324400	320/04949-064-000	\$ 163,800	19.2	33.6	\$567.84	\$113.57	\$681.41	\$681.41	\$0.00	0.35%
109	Jason Goemaat (T1)	1230 28th Pl. 50266-2001	LT 31 WOODLAND HEIGHTS PLAT 5	5324500	320/04949-093-000	\$ 160,200	58.8		\$555.66	\$111.13	\$666.79	\$666.79	\$0.00	0.34%
110	William J. Mc Carthy (T1) Paulette L. Mc Carthy (T2)	1224 28th Pl. 50266-2001	LT 32 WOODLAND HEIGHTS PLAT 5	5324600	320/04949-094-000	\$ 187,500	33.6		\$317.52	\$63.50	\$381.02	\$381.02	\$0.00	0.20%
112	Ronald W. Maly (Trustee) (T1) Maxine E. Maly (Trustee) (T2) Ronald W Maly Trust (T3) Maxine E Maly Trust (T4)	1231 28th Pl. 50266-2002	LT 34 WOODLAND HEIGHTS PLAT 5	5324700	320/04949-096-000	\$ 157,300		16.8	\$193.20	\$38.64	\$231.84	\$223.60	\$0.00	0.12%

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 West Des Moines, Iowa
 Project No. 0510-036-2014
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Bond No.: Polk Co. 2015-02

PROP. NO.	PROPERTY OWNER	PROPERTY ADDRESS	LEGAL DESCRIPTION	CERT. NO.	PARCEL NO.	COUNCIL VALUATION	SIDEWALK 4" (SF)	SIDEWALK 6" (SF)	CONSTRUCTION COST	ADMINISTRATION COST	TOTAL BENEFIT	FINAL ASSESSMENT	CONDITIONAL DEFICIENCY	PROPORTION OF TOTAL COST
115	Roger D. Williams (T1) Gail H. Williams (T2)	2821 Pleasant St. 50266-2019	LT 41 WOODLAND HEIGHTS PLAT 5	5324800	320/04949-103-000	\$ 195,600	182		\$1,719.90	\$343.98	\$2,063.88	\$2,063.88	\$0.00	1.06%
118	Micheal L.Thompson (T1) Rebecca R. Thompson (T2)	1236 29th St. 50266-2003	LT 7 WOODLAND HEIGHTS PLAT 5	5324900	320/04949-069-000	\$ 151,900	27.6		\$260.82	\$52.16	\$312.98	\$312.98	\$0.00	0.16%
122	John M. Dunlap (T1) Suella L. Dunlap (T2)	1045 24th St. 50266-2108	LOT 20 BEVERLY HILLS	5325000	320/00616-000-000	\$ 267,000	64		\$604.80	\$120.96	\$725.76	\$725.76	\$0.00	0.37%
123	St Timothys Episcop Church (T1)	1020 24th St. 50266-2107	LTS 42, 43, 44 & 45 BEVERLY HILLS	5325100	320/00638-000-000	\$ 970,000	17.6		\$166.32	\$33.26	\$199.58	\$199.58	\$0.00	0.10%
125	Michael Schneider (T1) Siobhan Schneider (T2)	1027 24th St. 50266-2108	N 84F LOT 17 & S 16F LOT 18 BEVERLY HILLS	5325200	320/00613-000-000	\$ 176,200	14		\$132.30	\$26.46	\$158.76	\$158.76	\$0.00	0.08%
126	David S. Griffieon (T1) Aleimarie Bohorquez/Griffieon (T2)	1036 23rd St. 50266-2237	N 90F W 180F LOT 12 BEVERLY HILLS	5325300	320/00602-000-000	\$ 178,200	16		\$151.20	\$30.24	\$181.44	\$181.44	\$0.00	0.09%
128	Michael G. Richmond (T1) Cheryl J. Richmond (T2)	2201 Woodland Ave. 50266-2244	LT 1 BEVERLY HILLS PLAT 4	5325400	320/00643-000-000	\$ 177,000		14	\$161.00	\$32.20	\$193.20	\$193.20	\$0.00	0.10%
129	Wayne B. Tendall (T1) Colleen T. Tendall (T2) Mail To: 33116 Fox Creek Dr. Waukee, IA 50263-7016	2201 Pleasant St. 50266	E 18F ON N LN & E 6F ON S LN LT 26 & ALL LT 27 BEVERLY HILLS PLAT 5	5325500	320/00644-027-002	\$ 129,400	31.2		\$294.84	\$58.97	\$353.81	\$353.81	\$0.00	0.18%
130	Jeanne D. Larson (T1)	1301 28th St. 50266-2129	-EX BEG NW COR LT 1 BEVERLY HILLS PLAT 5 THN SW 150.44F S 14.4F W 40.02F TO W LN LT 1 COUNTRY CLUB ESTATES PLAT 3 S 31.36F NE 63.99F NE 160.81F TO POB- PRT LT 1 BNG 40F VAC ROW LYG W OF & ADJ LOT 2 & N 44.4F LT 3 BEVERLY HILLS PLAT 5 COUNTRY CLUB ESTATES PLAT 3; AND LTS 1 & 2 & N44.4F LT 3 BEVERLY HILLS PLAT 5	5325600	320/00644-001-002	\$ 196,300	53.6		\$506.52	\$101.30	\$607.82	\$607.82	\$0.00	0.31%
134	Betty Stone (T1) Hugh Stone (T2) Mail To: 29181 338th Ct. Adel, IA 50003	2507 Pleasant St. 50266	LT 15 BEVERLY HILLS PLAT 5	5325700	320/00644-015-000	\$ 192,700			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
138	WB Holdings LLC (T1) Mail To: PO Box 65968 West Des Moines, IA 50265-0968	1233 23rd St. 50266-2242	LT 35 BEVERLY HILLS PLAT 5	5325800	320/00644-035-000	\$ 215,200	62.8		\$643.46	\$128.69	\$772.15	\$772.15	\$0.00	0.40%
139	Edward G. Reynolds (T1) Wendy K. Stroh (T2) Mail To: 9221 Albion S. Thornton, CO 80229-4129	1233 24th St. 50266-2112	LT 44 BEVERLY HILLS PLAT 5	5325900	320/00644-044-000	\$ 185,600	16.8		\$158.76	\$31.75	\$190.51	\$190.51	\$0.00	0.10%

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142	Lydell H. Marion (T1)	1232 25th St. 50266-2113	LT 54 BEVERLY HILLS PLAT 5	5326000	320/00644-054-000	\$ 205,200	30.4		\$287.28	\$57.46	\$344.74	\$344.74	\$0.00	0.18%
145	Jay H. Albright (T1) Debra K. Albright (T2)	1218 26th St. 50266-2115	LT 8 BEVERLY HILLS PLAT 5	5326100	320/00644-008-000	\$ 199,300	16		\$151.20	\$30.24	\$181.44	\$181.44	\$0.00	0.09%
149	Donald L. Newquist (T1) Rita K. Newquist (T2)	2207 Pleasant St. 50266-2245	TRI PC BNG E 9F ON N LN LT 25 &-EX E 18F ON N LN & E 6F ON S LN- LT 26 BEVERLY HILLS PLAT 5	5326200	320/00644-026-000	\$ 131,600	32		\$302.40	\$60.48	\$362.88	\$362.88	\$0.00	0.19%
153	Richard P. Reese (T1) Sharon O. Reese (T2) Natalie R Reese (T3)	2301 Woodland Ave. 50266-2118	LOT 2 BEVERLY HILLS PLT 3	5326300	320/00642-002-000	\$ 169,000	31.6		\$298.62	\$59.72	\$358.34	\$358.34	\$0.00	0.18%
154	Maria Perez (T1)	2316 Woodland Ave. 50266-2117	LOT 23 BEVERLY HILLS PLT 3	5326400	320/00642-023-000	\$ 191,200	32		\$302.40	\$60.48	\$362.88	\$362.88	\$0.00	0.19%
159	Vera J. Taylor (T1)	2501 Woodland Ave. 50266-2122	LOT 8 BEVERLY HILLS PLT 3	5326500	320/00642-008-000	\$ 173,600	72		\$680.40	\$136.08	\$816.48	\$816.48	\$0.00	0.42%
169	Jonathon W. Stout (T1) Petra L. DeVries Stout (T2)	801 Valley West Dr. 50265-3188	LOT 7 ASHWORTH 35	5326600	320/00521-057-000	\$ 235,400	47.6		\$449.82	\$89.96	\$539.78	\$539.78	\$0.00	0.28%
171	Kyle A. Hutcheson (T1)	3108 Vine St. 50265-3247	LOT 10 FAIRMEADOWS PLAT 15	5326700	320/02190-066-000	\$ 164,700			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
172	Carl W. Mersereau (T1) Josephine Mersereau (T2)	3212 Vine St. 50265-3249	LOT 17 FAIRMEADOWS PLAT 15	5326800	320/02190-073-000	\$ 225,800	46.8		\$442.26	\$88.45	\$530.71	\$530.71	\$0.00	0.27%
173	Joseph L. Dehner (T1) Rachael S. Dehner (T2)	3200 Vine St. 50265-3249	LOT 14 FAIRMEADOWS PLAT 15	5326900	320/02190-070-000	\$ 150,400	16.4	46.4	\$688.58	\$137.72	\$826.30	\$826.30	\$0.00	0.43%
175	Jason M. Andersen (T1)	3217 Vine St. 50265-3250	LOT 22 FAIRMEADOWS PLAT 15	5327100	320/02190-078-000	\$ 185,900			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
178	Christopher P. Carver (T1) Pamela J. Carver (T2)	907 32nd St. 50265-3226	LOT 5 FAIRMEADOWS PLAT 15	5327200	320/02190-061-000	\$ 164,600	16.8		\$158.76	\$31.75	\$190.51	\$190.51	\$0.00	0.10%
180	Nolan R. Finnegan (T1)	3448 Ashworth Rd. 50265-3138	LOT 1 FAIRMEADOWS PLAT 16	5327300	320/02190-085-000	\$ 157,400	30.8		\$291.06	\$58.21	\$349.27	\$349.27	\$0.00	0.18%
181	Robert E. Toye (T1) Rita J. Toye (T2)	3440 Ashworth Rd. 50265-3138	LOT 2 FAIRMEADOWS PLAT 16	5327400	320/02190-086-000	\$ 168,400	40		\$378.00	\$75.60	\$453.60	\$453.60	\$0.00	0.23%
182	Linda M. Fessler (T1)	3400 Ashworth Rd. 50265-3138	LOT 6 FAIRMEADOWS PLAT 16	5327500	320/02190-090-000	\$ 162,900	16.8		\$158.76	\$31.75	\$190.51	\$190.51	\$0.00	0.10%
183	Shannon M. Burke (T1) Daniel P. Burke (T2)	540 33rd St. 50265-3163	LT 11 FAIRMEADOWS PLAT 19	5327600	320/02190-171-000	\$ 199,100			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
184	Brian Mc Clarey (T1) Lori A. Mc Clarey (T2)	536 33rd St. 50265-3163	LT 12 FAIRMEADOWS PLAT 19	5327700	320/02190-172-000	\$ 182,600	49.2		\$464.94	\$92.99	\$557.93	\$557.93	\$0.00	0.29%

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191	Joanne E. Rothchild (T1)	616 33rd St. 50265-3114	LT 4 FAIRMEADOWS PLAT 19	5327800	320/02190-164-000	\$ 205,200	49.2		\$464.94	\$92.99	\$557.93	\$557.93	\$0.00	0.29%
192	Thomas A. Revell (T1) Linda A. Revell (T2)	548 33rd St. 50265-3163	LT 9 FAIRMEADOWS PLAT 19	5327900	320/02190-169-000	\$ 159,200	16.4		\$154.98	\$31.00	\$185.98	\$185.98	\$0.00	0.10%
193	Katherine C. Rynard (T1)	3401 Meadow Ln. 50265-3101	LOT 1 FAIRMEADOWS PLAT 21	5328000	320/02190-210-000	\$ 174,700	32.4		\$306.18	\$61.24	\$367.42	\$367.42	\$0.00	0.19%
195	Sheri M. Begolka (T1)	532 34th St. 50265-3128	LOT 12 FAIRMEADOWS PLAT 21	5328100	320/02190-221-000	\$ 219,800	49.2		\$464.94	\$92.99	\$557.93	\$557.93	\$0.00	0.29%
196	Robert Allen (T1) Wilfe C. Allen (T2) Mail To: 612 SE Chaparal Ct. Ankeny, IA 50021-3938	3404 Giles St. 50265-4025	LOT 16 FAIRMEADOWS PLAT 21	5328200	320/02190-225-000	\$ 172,800	64		\$604.80	\$120.96	\$725.76	\$725.76	\$0.00	0.37%
197	Federal National Mortgage Association (T1) Mail To: P. O. Box 650043 Dallas, TX 75265-0043	620 34th St. 50265-3130	LOT 2 FAIRMEADOWS PLAT 21	5328300	320/02190-211-000	\$ 253,200	48		\$453.60	\$90.72	\$544.32	\$544.32	\$0.00	0.28%
199	Rodney J. Gamache (T1) Erin L. O'Brien (T2)	605 34th St. 50265-3131	LOT 28 FAIRMEADOWS PLAT 21	5328400	320/02190-237-000	\$ 199,100	49.2		\$464.94	\$92.99	\$557.93	\$557.93	\$0.00	0.29%
202	Lori L. Hartman (T1)	544 34th St. 50265-3128	LOT 9 FAIRMEADOWS PLAT 21	5328500	320/02190-218-000	\$ 166,700			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
203	Sandra J. Petersen (T1) Kerry D. Petersen (T2)	545 34th St. 50265-3129	LT 25 FAIRMEADOWS PLAT 21	5328600	320/02190-234-000	\$ 207,900			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
207	Miller D. Ferguson (T1) Jackie S. Ferguson (T2)	541 Valley West Dr. 50265-3181	LOT 5 FAIRMEADOWS PLAT 30	5328700	320/02190-405-000	\$ 202,400	64		\$629.80	\$125.96	\$755.76	\$755.76	\$0.00	0.39%
210	Michael C. Burton (T1)	620 31st St. 50265-3104	LOT 12 FAIRMEADOWS PLAT NO 10	5328800	320/02046-000-000	\$ 149,500	47.2		\$446.04	\$89.21	\$535.25	\$535.25	\$0.00	0.28%
215	Mark V. Martin (T1)	528 31st St. 50265-3102	LOT 24 FAIRMEADOWS PLAT NO 10	5328900	320/02058-000-000	\$ 142,400	31.6		\$298.62	\$59.72	\$358.34	\$358.34	\$0.00	0.18%
217	Jacob C. Thomas (T1) Lisa M. Thomas (T2)	3104 Giles St. 50265-4001	LOT 28 FAIRMEADOWS PLAT NO 10	5329000	320/02065-000-000	\$ 147,700	163.2		\$1,542.24	\$308.45	\$1,850.69	\$1,850.69	\$0.00	0.95%
219	ACR Construction (T1) Mail To: 1801 47th St. Des Moines, IA 50310-3040	3004 Giles St. 50265-4117	LOT 33 FAIRMEADOWS PLAT NO 10	5329100	320/02070-000-000	\$ 135,700	130.8		\$1,236.06	\$247.21	\$1,483.27	\$1,483.27	\$0.00	0.77%
221	Thomas A. Meierotto (T1) Jessica N. Meierotto (T2)	525 30th St. 50265-4111	LOT 38 FAIRMEADOWS PLAT NO 10	5329200	320/02075-000-000	\$ 147,000			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%

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222	Kenneth J. Taylor (Trustee) (T1) Kimberly D. Taylor (Trustee) (T2) Kenneth J & Kimberly D Taylor Revocable Trust (T3)	533 30th St. 50265-4111	LOT 40 FAIRMEADOWS PLAT NO 10	5329300	320/02077-000-000	\$ 165,700	47.2		\$446.04	\$89.21	\$535.25	\$535.25	\$0.00	0.28%
225	Adam McCollom (T1) Marina McCollom (T2) Joan McCollom (T3)	549 30th St. 50265-4111	LOT 44 FAIRMEADOWS PLAT NO 10	5329400	320/02081-000-000	\$ 166,600	28.4		\$268.38	\$53.68	\$322.06	\$322.06	\$0.00	0.17%
228	Thomas J. Armstrong (T1) Nichole L. Armstrong (T2)	3004 Meadow Ln. 50265-4138	LOT 50 FAIRMEADOWS PLAT NO 10	5329500	320/02087-000-000	\$ 146,100			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
229	Leyna E. Wilson (T1) Scott W. Wilson (T2)	604 30th St. 50265-4112	LOT 53 FAIRMEADOWS PLAT NO 10	5329600	320/02090-000-000	\$ 154,500	62.8		\$593.46	\$118.69	\$712.15	\$712.15	\$0.00	0.37%
235	Lyman & Lyman Asset Management LLC Mail To: 5511 Westwood Dr. Des Moines, IA 50312-2014	524 30th St. 50265-4110	LOT 62 FAIRMEADOWS PLAT NO 10	5329700	320/02102-000-000	\$ 145,200	31.2		\$294.84	\$58.97	\$353.81	\$353.81	\$0.00	0.18%
240	Joseph M. Garcia (Trustee) (T1) The Trust Of Joseph M Garcia (T2)	3017 Meadow Ln. 50265-4139	LOT 7 FAIRMEADOWS PLAT NO 10	5329800	320/02041-000-000	\$ 152,100	16		\$151.20	\$30.24	\$181.44	\$181.44	\$0.00	0.09%
249	Kristin Hilton (T1) Terri L. Steinmann (T2)	2915 Vine St. 50265-3244	LOT 12 FAIRMEADOWS PLAT NO 11	5329900	320/02143-000-000	\$ 159,600	48		\$453.60	\$90.72	\$544.32	\$544.32	\$0.00	0.28%
251	Daniel H. Northey (T1) Rosamaria Northey (T2)	914 31st St. 50265-3223	LOT 23 FAIRMEADOWS PLAT NO 11	5330000	320/02154-000-000	\$ 176,600	15.6		\$147.42	\$29.48	\$176.90	\$176.90	\$0.00	0.09%
252	William G. Stifel (T1) Mary Stifel (T2) Rena Stifel (T3)	931 31st St. 50265-3224	LOT 28 FAIRMEADOWS PLAT NO 11	5330100	320/02160-000-000	\$ 160,600	27.2		\$257.04	\$51.41	\$308.45	\$308.45	\$0.00	0.16%
256	Robert L. Spidle (T1) Bonnie L. Spidle (T2)	3105 Vine St. 50265-3248	LOT 40 FAIRMEADOWS PLAT NO 11	5330200	320/02172-000-000	\$ 140,300	79.2		\$748.44	\$149.69	\$898.13	\$898.13	\$0.00	0.46%
258	Ross E. Roti (T1)	3005 Vine St. 50265-3246	LOT 43 FAIRMEADOWS PLAT NO 11	5330300	320/02175-000-000	\$ 177,600	18.4		\$173.88	\$34.78	\$208.66	\$208.66	\$0.00	0.11%
259	Leonard E. Newgard, Jr. (T1)	3100 Vine St. 50265-3247	LOT 44 FAIRMEADOWS PLAT NO 11	5330400	320/02176-000-000	\$ 161,300	20	30.4	\$538.60	\$107.72	\$646.32	\$646.32	\$0.00	0.33%
262	Andrew J. Baker (T1) Natalie J. Bach (T2)	3004 Vine St. 50265-3245	LOT 47 FAIRMEADOWS PLAT NO 11	5330500	320/02179-000-000	\$ 162,600	48.4		\$457.38	\$91.48	\$548.86	\$548.86	\$0.00	0.28%
264	Jennifer S. Risolvato (T1)	2912 Vine St. 50265-3243	LOT 53 FAIRMEADOWS PLAT NO 11	5330600	320/02185-000-000	\$ 176,600	34		\$321.30	\$64.26	\$385.56	\$385.56	\$0.00	0.20%
275	Maureen E. Murphy (T1)	520 32nd St. 50265-3106	LOT 32 FAIRMEADOWS PLAT NO 12	5330700	320/02188-032-000	\$ 171,400	48		\$453.60	\$90.72	\$544.32	\$544.32	\$0.00	0.28%
276	Faye E. Grandfield (T1)	528 32nd St. 50265-3106	LOT 34 FAIRMEADOWS PLAT NO 12	5330800	320/02188-034-000	\$ 146,500	16		\$151.20	\$30.24	\$181.44	\$181.44	\$0.00	0.09%

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279	Amy Ross (Trustee) (T1) 544 32nd Street Trust (T2) Mail To: Professional Services 328 5th St. West Des Moines, IA 50265-4632	544 32nd St. 50265	LOT 38 FAIRMEADOWS PLAT NO 12	5330900	320/02188-038-000	\$ 139,300	15.6		\$147.42	\$29.48	\$176.90	\$176.90	\$0.00	0.09%
280	James L. Cashman (T1)	548 32nd St. 50265-3106	LOT 39 FAIRMEADOWS PLAT NO 12	5331000	320/02188-039-000	\$ 143,600	32.4		\$306.18	\$61.24	\$367.42	\$367.42	\$0.00	0.19%
285	Tracy Murphy (T1) Todd Murphy (T2)	3204 Brookview Dr. 50265-3148	LOT 51 FAIRMEADOWS PLAT NO 12	5331100	320/02188-051-000	\$ 166,000	16.4		\$154.98	\$31.00	\$185.98	\$185.98	\$0.00	0.10%
286	Joseph Uzel (T1) Chandelle Uzel (T2)	701 32nd St. 50265-3111	LOT 8 FAIRMEADOWS PLAT NO 12	5331200	320/02188-008-000	\$ 151,600			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
288	Brian A. Bolick (T1) Manda A. Bolick (T2)	727 33rd St. 50265-3117	LOT 10 FAIRMEADOWS PLAT NO 17	5331300	320/02190-105-000	\$ 146,600	15.6		\$147.42	\$29.48	\$176.90	\$176.90	\$0.00	0.09%
291	Benjamin S. Stein (T1)	718 33rd St. 50265-3116	LOT 16 FAIRMEADOWS PLAT NO 17	5331400	320/02190-111-000	\$ 157,100	15.6		\$147.42	\$29.48	\$176.90	\$176.90	\$0.00	0.09%
292	Steven M. Mc Gee (T1)	736 33rd St. 50265-3116	LOT 19 FAIRMEADOWS PLAT NO 17	5331500	320/02190-114-000	\$ 158,300	31.6		\$298.62	\$59.72	\$358.34	\$358.34	\$0.00	0.18%
293	Amanda Krenz (T1)	751 34th St. 50265-3133	LOT 23 FAIRMEADOWS PLAT NO 17	5331600	320/02190-118-000	\$ 161,900	32.4		\$306.18	\$61.24	\$367.42	\$367.42	\$0.00	0.19%
295	Ruth K. Freed (T1)	736 34th St. 50265-3132	LOT 36 FAIRMEADOWS PLAT NO 17	5331700	320/02190-131-000	\$ 170,500	14.4		\$136.08	\$27.22	\$163.30	\$163.30	\$0.00	0.08%
304	Joseph F. Tomaso (T1) Joanna Runella (T2)	754 34th Pl. 50265-3126	LT 23 FAIRMEADOWS PLAT NO 24	5331800	320/02190-290-000	\$ 205,900	38.4		\$362.88	\$72.58	\$435.46	\$435.46	\$0.00	0.22%
305	Joseph Bantz (T1) Valerie E. Bantz (T2)	3419 Brookview Dr. 50265-3153	LT 6 FAIRMEADOWS PLAT NO 24	5331900	320/02190-273-000	\$ 193,400			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
312	Sondra L. Stuck (T1)	520 34th Pl. 50265-3122	LT 17 FAIRMEADOWS PLAT NO 26	5332000	320/02190-336-000	\$ 215,800			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
313	Rachel Keating (T1)	3420 Giles St. 50265-4025	LT 18 FAIRMEADOWS PLAT NO 26	5332100	320/02190-337-000	\$ 208,000			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
314	Stephen Peterson (T1) Kristen Peterson (T2)	3416 Giles St. 50265-4025	LT 19 FAIRMEADOWS PLAT NO 26	5332200	320/02190-338-000	\$ 197,200	16		\$151.20	\$30.24	\$181.44	\$181.44	\$0.00	0.09%
320	Marilynn L. Bunn (T1)	601 34th Pl. 50265-3125	LT 29 FAIRMEADOWS PLAT NO 26	5332300	320/02190-348-000	\$ 191,700			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
328	Carole A. Hays (Trustee) (T1) Carole A. Hays Revocable Trust (T2)	836 25th St. 50265-3206	LOT 11 CROWN FLAIR ESTATES	5332400	320/01431-011-000	\$ 388,900	48.4		\$457.38	\$91.48	\$548.86	\$548.86	\$0.00	0.28%

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333	Steven W. McCullough (T1) M Beth McCullough (T2)	843 26th St. 50265-3262	LOT 19 CROWN FLAIR ESTATES	5332500	320/01431-019-000	\$ 336,000	64.4		\$608.58	\$121.72	\$730.30	\$730.30	\$0.00	0.38%
337	Kevin J. Brownell (T1) Maria E. Brownell (T2)	843 27th St. 50265-3258	LOT 31 CROWN FLAIR ESTATES	5332600	320/01431-031-000	\$ 262,600	37.2	34.4	\$747.14	\$149.43	\$896.57	\$896.57	\$0.00	0.46%
338	Margaret A. Thomson (T1)	831 27th St. 50265-3258	LOT 33 CROWN FLAIR ESTATES	5332700	320/01431-033-000	\$ 366,800	36.8		\$347.76	\$69.55	\$417.31	\$417.31	\$0.00	0.22%
339	Steven H. Sims (T1) Marcia L. Sims (T2)	830 27th St. 50265-3203	LOT 34 CROWN FLAIR ESTATES	5332800	320/01431-034-000	\$ 324,500	20.4		\$192.78	\$38.56	\$231.34	\$213.20	\$0.00	0.11%
342	James Bearden (T1) Tracey Bearden (T2)	2714 Ashworth Rd. 50265-3259	LOT 48 CROWN FLAIR ESTATES	5332900	320/01431-048-000	\$ 461,200	15.2		\$143.64	\$28.73	\$172.37	\$172.37	\$0.00	0.09%
343	Douglas G. Peckumn (T1) Debra A. Thomas (T2)	901 25th St. 50265-3209	LOT 5 CROWN FLAIR ESTATES	5333000	320/01431-005-000	\$ 279,300	34.8		\$328.86	\$65.77	\$394.63	\$394.63	\$0.00	0.20%
345	Brian L. Hahn (T1) Michelle A. Hahn (T2)	831 25th St. 50265-3207	LOT 9 CROWN FLAIR ESTATES	5333100	320/01431-009-000	\$ 237,100	16.4		\$154.98	\$31.00	\$185.98	\$185.98	\$0.00	0.10%
346	Christopher L. Hamlett (T1) Naomi A. Hamlett (T2)	2509 Crown Flair Dr. 50265-3271	LT 2 CROWN FLAIR ESTATES PLAT 2	5333200	320/01431-052-000	\$ 316,400	87.6		\$840.32	\$168.06	\$1,008.38	\$1,008.38	\$0.00	0.52%
352	Ronald L. Mc Clain (T1) Judy A. Mc Clain (T2)	544 28th St. 50265-4106	LOT 26 FAIRMEADOWS NO 8	5333300	320/01957-000-000	\$ 149,400			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
354	Sergio E. Pinon (T1)	533 29th St. 50265-4109	LOT 34 FAIRMEADOWS NO 8	5333400	320/01965-000-000	\$ 147,000	31.2		\$294.84	\$58.97	\$353.81	\$353.81	\$0.00	0.18%
355	Deborah L. Noe (T1) Lance J. Noe (T2)	529 29th St. 50265-4109	LOT 35 FAIRMEADOWS NO 8	5333500	320/01966-000-000	\$ 153,600	32.8		\$309.96	\$61.99	\$371.95	\$371.95	\$0.00	0.19%
356	Jeremy S. Shoars (T1) Katie L. Stifel (T2)	520 29th St. 50265-4108	LOT 38 FAIRMEADOWS NO 8	5333600	320/01971-000-000	\$ 153,000	33.2		\$313.74	\$62.75	\$376.49	\$376.49	\$0.00	0.19%
357	Richard W. Robbins (T1) Cherie L. Robbins (T2)	524 29th St. 50265-4108	LOT 39 FAIRMEADOWS NO 8	5333700	320/01972-000-000	\$ 140,400	131.6		\$1,243.62	\$248.72	\$1,492.34	\$1,492.34	\$0.00	0.77%
359	Mie M. Napa (T1)	544 29th St. 50265-4108	LOT 44 FAIRMEADOWS NO 8	5333800	320/01977-000-000	\$ 139,100	20		\$189.00	\$37.80	\$226.80	\$226.80	\$0.00	0.12%
362	Kathryn L. Mandsager (T1) Mail To: 6733 Augustine Ct. Johnston, IA 50131-4700	2908 Meadow Ln. 50265-4136	LOT 49 FAIRMEADOWS NO 8	5333900	320/01982-000-000	\$ 161,300	46.4	43.2	\$935.28	\$187.06	\$1,122.34	\$1,122.34	\$0.00	0.58%
365	Kaleb Foshe (T1)	2715 Meadow Ln. 50265-4133	LOT 60 FAIRMEADOWS NO 8	5334000	320/01993-000-000	\$ 154,800	16.4		\$154.98	\$31.00	\$185.98	\$185.98	\$0.00	0.10%

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366	Gilbert A. Wheeler (Trustee) (T1) Gilbert A Wheeler Trust (T2) Phyllis E Wheeler (Trustee) (T3) Phyllis E Wheeler Trust (T4)	529 28th St. 50265-4107	LOT 8 FAIRMEADOWS NO 8	5334100	320/01939-000-000	\$ 141,300	48		\$453.60	\$90.72	\$544.32	\$544.32	\$0.00	0.28%
367	Colby G. Larsen (T1) Carrie L. Larsen (T2)	520 28th St. 50265-4106	LT 20 & TRI PC LT 37 MEAS E 2.75F ON S LN & E ZERO F ON N LN FAIRMEADOWS PLAT 8	5334200	320/01951-001-000	\$ 145,300	34		\$321.30	\$64.26	\$385.56	\$385.56	\$0.00	0.20%
369	Lee M. Lathrop (T1) Bonita J. Lathrop (T2)	2413 Fairlawn Dr. 50265-3231	-EX E 2 F- LOT 33 FAIRMEADOWS PLAT 13	5334300	320/02190-033-000	\$ 156,800	17.2		\$162.54	\$32.51	\$195.05	\$195.05	\$0.00	0.10%
370	Justin Igarashi (T1)	2301 Fairlawn Dr. 50265-3339	-EX W 2.5F- LOT 26 FAIRMEADOWS PLAT 13	5334400	320/02190-026-000	\$ 143,300	16.8		\$158.76	\$31.75	\$190.51	\$190.51	\$0.00	0.10%
372	Chad Robeoltman (T1) Susan Robeoltman (T2)	2701 Fairlawn Dr. 50265-3204	LOT 3 FAIRMEADOWS PLAT 13	5334500	320/02190-003-000	\$ 140,800	16.4		\$154.98	\$31.00	\$185.98	\$185.98	\$0.00	0.10%
373	Stephen R. Wolfe (T1) Jana Wolfe (T2)	2516 Fairlawn Dr. 50265-3232	LOT 8 FAIRMEADOWS PLAT 13	5334600	320/02190-008-000	\$ 149,300			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
374	Tim A. Roemmich (T1) Mari B. Roemmich (T2)	833 23rd St. 50265-3320	LOT 7 FAIRMEADOWS PLAT 14	5334700	320/02190-052-000	\$ 231,800		15.6	\$179.40	\$35.88	\$215.28	\$215.28	\$0.00	0.11%
375	Gayle A. Perbera (T1)	837 23rd St. 50265-3320	LOT 8 FAIRMEADOWS PLAT 14	5334800	320/02190-053-000	\$ 166,000			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
378	Melvin Bryson (T1) Mail To: POB 7544 Urbandale, IA 50323-7544	2210 Ashworth Rd. 50265	-EX S 15 F- LT 18 FAIRMEADOWS PLAT 18 CORRECTED	5334900	320/02190-157-000	\$ 300,800	52.8		\$498.96	\$99.79	\$598.75	\$598.75	\$0.00	0.31%
380	Bart Ross (T1) Kara Ross (T2)	903 23rd St. 50265-3322	LOT 13 FAIRMEADOWS PLAT 18 CORRECTED	5335000	320/02190-152-000	\$ 171,400			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
381	Rusel Mc Querry (T1) Victoria Olson-Mc Querry (T2)	2208 Crown Flair Dr. 50265-3334	LOT 15 FAIRMEADOWS PLAT 18 CORRECTED	5335100	320/02190-154-000	\$ 170,400	16.8		\$158.76	\$31.75	\$190.51	\$190.51	\$0.00	0.10%
382	Edna L. Uedelhofen (T1) Susan Uedelhofen (T2)	921 23rd St. 50265-3323	LOT 16 FAIRMEADOWS PLAT 18 CORRECTED	5335200	320/02190-155-000	\$ 180,200	15.6		\$147.42	\$29.48	\$176.90	\$176.90	\$0.00	0.09%
389	Vine Street Properties LLC (T1) Mail To: Betty Hill Swander 145 5th St. West Des Moines, IA 50265-4717	2600 Vine St. 50265	LOTS 1 & 3 FAIRMEADOWS PLAT 29	5335300	320/02190-389-001	\$ 532,000	34		\$321.30	\$64.26	\$385.56	\$385.56	\$0.00	0.20%
393	Danny R. Beaty (T1) Pamela A. Beaty (T2)	2304 Vine St. 50265-4810	E 20F LOT 88 & W 50F LOT 89 FAIRMEADOWS PLAT 5	5335400	320/01707-000-000	\$ 135,700			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
397	Alicia A. Trainer (T1)	605 24th St. 50265-4839	-EX E 3F- LOT 68 FAIRMEADOWS PLAT 5	5335500	320/01685-000-000	\$ 132,100	47.2		\$446.04	\$89.21	\$535.25	\$535.25	\$0.00	0.28%

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401	Robert A. Nandell (Trustee) (T1) Robert A. Nandell Revocable Trust (T2)	551 22nd St. 50265-4101	LOT 100 FAIRMEADOWS PLAT 5	5335600	320/01718-000-000	\$ 141,400	30.8	18.4	\$502.66	\$100.53	\$603.19	\$603.19	\$0.00	0.31%
406	Vonda L. Hill (T1)	2304 Prospect Ave. 50265-3345	LOT 27 FAIRMEADOWS PLAT 5	5335700	320/01643-000-000	\$ 113,200	32.4		\$306.18	\$61.24	\$367.42	\$367.42	\$0.00	0.19%
409	Dwight D. Porter (T1) Amy M. Porter (T2)	2201 Hillside Ave. 50265-4842	LOT 33 FAIRMEADOWS PLAT 5	5335800	320/01649-000-000	\$ 162,100	16.8		\$158.76	\$31.75	\$190.51	\$190.51	\$0.00	0.10%
410	Benjamin M. Lortz (T1) Amy Lortz (T2)	2309 Park Ln. 50265-4856	LOT 64 FAIRMEADOWS PLAT 5	5335900	320/01681-000-000	\$ 162,500	16.8		\$158.76	\$31.75	\$190.51	\$190.51	\$0.00	0.10%
413	Lynne M. Klaus (T1)	724 24th St. 50265-4840	LOT 72 FAIRMEADOWS PLAT 5	5336000	320/01689-000-000	\$ 119,200	21.6	26	\$503.12	\$100.62	\$603.74	\$603.74	\$0.00	0.31%
416	Kurt Musgrave (T1)	2120 Vine St. 50265-4806	LOT 97 FAIRMEADOWS PLAT 5	5336100	320/01715-000-000	\$ 143,200	60		\$567.00	\$113.40	\$680.40	\$680.40	\$0.00	0.35%
417	Kesterson Investment Corp (T1)	2625 Vine St. 50265-3286	PARCEL D BK 6813 PG 19 OUTLOT Y FAIRMEADOWS PLAT 13; AND -EX BEG 96F S OF NE COR THN SWLY TO SW COR LT 81 FAIRMEADOWS PLAT 5 NW 131.15F N290F NW74.4F N 188.16F E 298.62F TO POB- OL B LYG N OF VINE ST FAIRMEADOWS PLAT 5	5336200	320/01720-006-003	\$ 5,570,000			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
419	Dennis D. Schutt (T1)	2400 Vine St. 50265-4812	SELY 10F OL B LYG W OF & ADJ & NWLY 50F LT 82 FAIRMEADOWS PLT 5	5336300	320/01699-000-000	\$ 104,700	21.6		\$204.12	\$40.82	\$244.94	\$244.94	\$0.00	0.13%
421	Michael L. Niklawski (T1) Constance A. Niklawski (T2)	525 25th St. 50265-4105	-EX TRI PC BNG N 10F ON E LN TO NW CORNER ON W LN- LOT 22 FAIRMEADOWS PLAT 6	5336400	320/01745-000-000	\$ 147,100	32.4		\$306.18	\$61.24	\$367.42	\$367.42	\$0.00	0.19%
424	Michael D. Kimball (T1)	521 25th St. 50265-4105	LOT 21 FAIRMEADOWS PLAT 6	5336500	320/01744-000-000	\$ 129,900	16		\$151.20	\$30.24	\$181.44	\$181.44	\$0.00	0.09%
426	Stephanie M. Hanson (T1)	528 24th St. 50265-4102	LOT 27 FAIRMEADOWS PLAT 6	5336600	320/01750-000-000	\$ 148,700	80.8		\$763.56	\$152.71	\$916.27	\$916.27	\$0.00	0.47%
429	John N. Hickling (T1) Charlene F. Hickling (T2)	512 24th St. 50265-4102	LOT 31 FAIRMEADOWS PLAT 6	5336700	320/01754-000-000	\$ 138,000	32	75.2	\$1,167.20	\$233.44	\$1,400.64	\$1,006.20	\$0.00	0.52%
432	Jodie A. Wilkening-Bright (T1) Virgil L. Bright, Jr. (T2)	509 24th St. 50265-4103	LOT 37 FAIRMEADOWS PLAT 6	5336800	320/01762-000-000	\$ 168,400	16.8		\$158.76	\$31.75	\$190.51	\$190.51	\$0.00	0.10%
433	Katherine M. Halsch (T1)	525 24th St. 50265-4103	LOT 41 FAIRMEADOWS PLAT 6	5336900	320/01766-000-000	\$ 164,600			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
437	Cathy H. Nguyen (T1)	2208 Meadow Ln. 50265-4125	LOT 47 FAIRMEADOWS PLAT 6	5337000	320/01772-000-000	\$ 135,900			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%

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440	Clayton R. Lewis (T1) Darcie L. Lewis (T2)	2225 Locust St. 50265-4151	LOT 51 FAIRMEADOWS PLAT 6	5337100	320/01776-000-000	\$ 142,900			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
441	Weckman Properties LC (T1) Mail To: 2800 University Ave. Ste 155 West Des Moines, IA 50266-1258	2428 Locust St. 50265-4123	LOT 56 FAIRMEADOWS PLAT 6	5337200	320/01781-000-000	\$ 139,000	32.4		\$306.18	\$61.24	\$367.42	\$367.42	\$0.00	0.19%
448	Patrick Hennessy (T1) Stephanie Hennessy (T2)	2300 Locust St. 50265-4121	LOT 70 FAIRMEADOWS PLAT 6	5337300	320/01797-000-000	\$ 136,300			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
449	William J. Reese (T1)	2224 Locust St. 50265-4119	LOT 71 FAIRMEADOWS PLAT 6	5337400	320/01798-000-000	\$ 143,800	16		\$151.20	\$30.24	\$181.44	\$181.44	\$0.00	0.09%
450	Robert Faith (T1) Marla Faith (T2)	2220 Locust St. 50265-4119	LOT 72 FAIRMEADOWS PLAT 6	5337500	320/01799-000-000	\$ 134,800	48		\$453.60	\$90.72	\$544.32	\$544.32	\$0.00	0.28%
452	Clint M. Jiras (T1) Mail To: 7962 S Regatta Dr. Apt 304 Cordova, TN 38016-1359	2204 Locust St. 50265-4119	LOT 76 FAIRMEADOWS PLAT 6	5337600	320/01803-000-000	\$ 143,900	33.2		\$313.74	\$62.75	\$376.49	\$376.49	\$0.00	0.19%
453	Dane Anderson (T1) Jennifer M. Smith (T2) Mail To: 6750 Westown Pkwy Ste 200-142 West Des Moines, IA 50266-7715	2201 Meadow Ln. 50265-4126	LOT 78 FAIRMEADOWS PLAT 6	5337700	320/01805-000-000	\$ 141,200	63.2		\$597.24	\$119.45	\$716.69	\$716.69	\$0.00	0.37%
454	Alissa J. Winn (T1)	2305 Meadow Ln. 50265-4127	LOT 86 FAIRMEADOWS PLAT 6	5337800	320/01813-000-000	\$ 156,600	51.2		\$483.84	\$96.77	\$580.61	\$426.40	\$0.00	0.22%
455	Glee M. Davis (T1)	2309 Meadow Ln. 50265-4127	LOT 87 FAIRMEADOWS PLAT 6	5337900	320/01814-000-000	\$ 131,400	32.8		\$309.96	\$61.99	\$371.95	\$371.95	\$0.00	0.19%
458	Susan K. Richardson (T1) Mark A. Richardson (T2) Mail To: 507 Parkridge Huxley, IA 50124-9462	2505 Meadow Ln. 50265-4131	LOT 98 FAIRMEADOWS PLAT 6	5338000	320/01827-000-000	\$ 141,700	124.4		\$1,175.58	\$235.12	\$1,410.70	\$1,410.70	\$0.00	0.73%
459	Michael D. Klenk (T1) Brenda J. Klenk (T2)	2401 Meadow Ln. 50265-4129	LT 14 FAIRMEADOWS PLT 9; OUTLOT F RPLT LTS 5 & 6 FAIRMEADOWS PLT NO.29; AND LT 91 FAIRMEADOWS PLAT 6	5338100	320/01820-000-000	\$ 164,800			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
460	Kathy Jacobson (T1) Mail To: 3004 Sherry Ln. Des Moines, IA 50322-6878	2417 Meadow Ln. 50265-4129	OUTLOT B RPLT LTS 5 & 6 FAIRMEADOWS PLT NO. 29; AND LOT 95 FAIRMEADOWS PLAT 6	5338200	320/01824-000-000	\$ 139,500	33.2		\$313.74	\$62.75	\$376.49	\$376.49	\$0.00	0.19%
461	Chad R. Nelson (T1)	2409 Meadow Ln. 50265-4129	OUTLOT D RPLT LTS 5 & 6 FAIRMEADOWS PLT NO. 29; AND LOT 93 FAIRMEADOWS PLAT 6	5338300	320/01822-000-000	\$ 128,100	38		\$359.10	\$71.82	\$430.92	\$430.92	\$0.00	0.22%

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462	Courtney S. Schooley (T1) Troy S. Schooley (T2)	2516 Meadow Ln. 50265-4130	TRI PC IN SE COR BNG S 3F ON E LN & E 30F ON S LN LOT 1 FAIRMEADOWS PLAT 8; AND LOT 2 FAIRMEADOWS PLAT 6	5338400	320/01725-001-001	\$ 153,500			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
465	Michael J. Hungunin (T1) Betty A. Hungunin (T2)	928 28th St. 50265-3214	-EX S 64.8F- LOT 49 & ALL LOT 50 FAIRMEADOWS PLAT 7	5338500	320/01889-000-000	\$ 200,000	16		\$151.20	\$30.24	\$181.44	\$181.44	\$0.00	0.09%
466	Richard Keller (T1) Mail To: 11857 Dubuque Trl. Norwalk, IA 50211	931 28th St. 50265-3215	LOT 1 FAIRMEADOWS PLAT 7	5338600	320/01839-000-000	\$ 163,400	32.8		\$309.96	\$61.99	\$371.95	\$371.95	\$0.00	0.19%
468	Justin D. Atwood (T1) Spenser A. Atwood (T2)	2731 Vine St. 50265-3240	LOT 20 FAIRMEADOWS PLAT 7	5338700	320/01858-000-000	\$ 153,700	66.8		\$631.26	\$126.25	\$757.51	\$757.51	\$0.00	0.39%
470	Lawrence M. Crowell (Trustee) (T1) Lawrence Michael Crowell Rev Liv Trust Mail To: 14985 Scotch Ridge Rd. Carlisle, IA 50047-3134	708 28th St. 50265-3210	LOT 36 FAIRMEADOWS PLAT 7	5338800	320/01875-000-000	\$ 142,100	33.6		\$317.52	\$63.50	\$381.02	\$381.02	\$0.00	0.20%
477	Sandra S. Crawford (T1)	809 29th St. 50265-3217	LOT 62 FAIRMEADOWS PLAT 7	5338900	320/01903-000-000	\$ 150,400	34.4		\$325.08	\$65.02	\$390.10	\$390.10	\$0.00	0.20%
478	Bradley E. Reineke (T1)	717 29th St. 50265-3253	LOT 65 FAIRMEADOWS PLAT 7	5339000	320/01906-000-000	\$ 185,500	16.8		\$158.76	\$31.75	\$190.51	\$190.51	\$0.00	0.10%
482	Mary Demarco (T1) Mail To: 14107 S Shore Dr. Clive, IA 50325-8314	920 29th St. 50265-3205	LOT 81 FAIRMEADOWS PLAT 7	5339100	320/01922-000-000	\$ 180,900			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
484	Ecoadvantage Properties LLC (T1)	809 28th St. 50265-3213	S 40F LOT 11 & N 25F LOT 12 FAIRMEADOWS PLAT 7	5339200	320/01849-000-000	\$ 155,100	48.8		\$461.16	\$92.23	\$553.39	\$553.39	\$0.00	0.29%
485	Craig Jones (T1)	813 28th St. 50265-3213	S 50F LOT 10 & N 20F LOT 11 FAIRMEADOWS PLAT 7	5339300	320/01848-000-000	\$ 158,300			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
486	Lisle H. Shires (Trustee) (T1) Julia A. Shires (Trustee) (T2) Shires Family Trust (T3)	917 29th St. 50265-3218	S 5F LOT 55 & N 70F LOT 56 FAIRMEADOWS PLAT 7	5339400	320/01895-000-000	\$ 173,300	15.6		\$147.42	\$29.48	\$176.90	\$176.90	\$0.00	0.09%
491	Morris A. Knutsen (T1) Kathleen F. Knutsen (T2)	2500 Ashworth Rd. 50265-3202	BEG 33F S & 489.48F E NW COR THN E 200.07F S 217.59F W 200.25F N 217.30F TO POB NW 1/4 NE 1/4 SEC 9-78-25	5339500	320/00143-012-001	\$ 266,800	69.2		\$653.94	\$130.79	\$784.73	\$784.73	\$0.00	0.40%
493	Joanne R. Melby (Trustee) (T1) Joanne R Melby Trust (T2)	2001 Vine St. 50265-4847	E 45F LOT 42 & W 40F LOT 43 FAIRMEADOWS	5339600	320/01488-000-000	\$ 155,800	51.2		\$483.84	\$96.77	\$580.61	\$580.61	\$0.00	0.30%
494	Gregory J. Hennigan (T1) Nicole R. Hennigan (T2)	2012 Vine St. 50265-4848	-EX S 25F- LOT 19 & ALL LOT 18 FAIRMEADOWS	5339700	320/01463-000-000	\$ 158,600		16.4	\$188.60	\$37.72	\$226.32	\$226.32	\$0.00	0.12%

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495	Andrew A. Moss (T1)	1900 Locust St. 50265-4142	LOT 1 FAIRMEADOWS	5339800	320/01446-000-000	\$ 141,700	66.4		\$627.48	\$125.50	\$752.98	\$752.98	\$0.00	0.39%
496	Marleen A. Dixon (T1)	2100 Locust St. 50265-4146	LOT 12 FAIRMEADOWS	5339900	320/01457-000-000	\$ 118,800	64.4		\$608.58	\$121.72	\$730.30	\$730.30	\$0.00	0.38%
502	Deborah Fitzgerald (T1)	1908 Vine St. 50265-4837	LOT 33 FAIRMEADOWS	5340000	320/01479-000-000	\$ 137,000	48.8		\$461.16	\$92.23	\$553.39	\$553.39	\$0.00	0.29%
505	Ted A. Grob 3rd (T1) Mail To: 800 S 50th St. Ste 101 West Des Moines, IA 50265-5382	2000 Vine St. 50265-4848	LOT 37 FAIRMEADOWS	5340100	320/01483-000-000	\$ 107,600	14.8		\$139.86	\$27.97	\$167.83	\$167.83	\$0.00	0.09%
512	Brian W. Mulcahy (T1)	2205 Crown Flair Dr. 50265-3335	LT 1 FAIRMEADOWS PLAT 20	5340200	320/02190-196-000	\$ 172,300	16		\$151.20	\$30.24	\$181.44	\$181.44	\$0.00	0.09%
513	Kevin E. Bauer (T1) Katherine M. Bauer (T2)	2201 Crown Flair Dr. 50265-3335	LT 2 FAIRMEADOWS PLAT 20	5340300	320/02190-197-000	\$ 171,600	48.4		\$457.38	\$91.48	\$548.86	\$548.86	\$0.00	0.28%
514	Suzanne M. Johnson (T1) Brian C. Johnson (T2)	2116 Crown Flair Dr. 50265-3332	W 4F LOT 9 & ALL LOT 10 & E 8F LOT 11 FAIRMEADOWS PLAT 20	5340400	320/02190-205-000	\$ 191,200	49.6		\$468.72	\$93.74	\$562.46	\$562.46	\$0.00	0.29%
517	Paul J. Mostrom (T1) Ellen R. Mostrom (T2)	1901 Prospect Ave. 50265-3301	-EX W 5F- LOT 13 FAIRMEADOWS PLAT 3	5340500	320/01529-000-000	\$ 132,100	83.2		\$786.24	\$157.25	\$943.49	\$943.49	\$0.00	0.49%
518	Sergey N. Lozovich (T1) Lyubov Lozovich (T2)	1913 Prospect Ave. 50265-3301	LOT 10 & W 5F LOT 11 FAIRMEADOWS PLAT 3	5340600	320/01526-000-000	\$ 132,400	16.8		\$158.76	\$31.75	\$190.51	\$190.51	\$0.00	0.10%
521	David J. Makin (T1) Gina R. Wernimont (T2)	709 20th St. 50265-4824	LOT 22 FAIRMEADOWS PLAT 3	5340700	320/01538-000-000	\$ 152,000	48		\$453.60	\$90.72	\$544.32	\$544.32	\$0.00	0.28%
522	Dianne H. Brown (T1)	705 20th St. 50265-4824	LOT 23 FAIRMEADOWS PLAT 3	5340800	320/01539-000-000	\$ 128,900			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
525	S & K Management LLC (T1) Mail To: 174 S 58th Ct. West Des Moines, IA 50266-2860	626 20th St. 50265-4821	LOT 34 FAIRMEADOWS PLAT 3	5340900	320/01550-000-000	\$ 135,400	53.2		\$502.74	\$100.55	\$603.29	\$533.00	\$0.00	0.28%
532	Jason Ward (T1)	604 21st St. 50265-4825	LOT 61 FAIRMEADOWS PLAT 3	5341000	320/01578-000-000	\$ 140,800			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
535	J Travis Sutton (T1) Teresa L. Sutton (T2)	728 21st St. 50265-4827	N 15F LT 76 & ALL LT 77 FAIRMEADOWS PLAT 3	5341100	320/01594-000-000	\$ 169,000	28.4		\$268.38	\$53.68	\$322.06	\$322.06	\$0.00	0.17%
537	Laurie A. Courtney (T1)	713 21st St. 50265-4828	S 24F LOT 51 & N 42F LOT 52 FAIRMEADOWS PLAT 3	5341200	320/01569-000-000	\$ 131,600			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
538	Robert Berger (T1) Beth Berger (T2)	717 21st St. 50265-4828	S 30F LOT 50 & N 36F LOT 51 FAIRMEADOWS PLAT 3	5341300	320/01568-000-000	\$ 142,800	17.2		\$162.54	\$32.51	\$195.05	\$195.05	\$0.00	0.10%
543	Sonja A. Hansen-Smith (T1) Derek A. Smith (T2)	2010 Meadow Brook Dr. 50265-3349	-EX E 9 F- LT 11 & E 9F LOT 12 FAIRMEADOWS PLAT NO 25	5341400	320/02190-311-000	\$ 182,600			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%

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544	Sharon L. Dixon (T1)	916 20th St.	-EX N 1.5 F- LT 6 FAIRMEADOWS PLAT NO 25	5341500	320/02190-306-000	\$ 193,200	62.4		\$589.68	\$117.94	\$707.62	\$707.62	\$0.00	0.37%
545	Aaron Swartzendruber (T1) Amanda Throckmorton (T2)	922 20th St. 50265-3356	-EX N 15 F- LOT 5 & N 1.5F LOT 6 FAIRMEADOWS PLAT NO 25	5341600	320/02190-305-000	\$ 217,600			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
547	Dennis Marten (T1) Karen Marten (T2)	2007 Crown Flair Dr. 50265-3331	-EX W 3.5F- LOT 3 FAIRMEADOWS PLAT NO 25	5341700	320/02190-303-000	\$ 179,900	96.4		\$910.98	\$182.20	\$1,093.18	\$1,093.18	\$0.00	0.56%
549	Jordon W. Korell (Trustee) (T1) Barbara Korell (Trustee) (T2) Jordon Korell Living Trust (T3) Barbara Korell Living Trust (T4)	2004 Crown Flair Dr. 50265-3330	LT 16 FAIRMEADOWS PLAT NO 25	5341800	320/02190-316-000	\$ 181,100	47.6		\$449.82	\$89.96	\$539.78	\$539.78	\$0.00	0.28%
550	James R. Swett (T1) Jodi M. Swett (T2)	2010 Crown Flair Dr. 50265-3330	LT 17 FAIRMEADOWS PLAT NO 25	5341900	320/02190-317-000	\$ 201,700	16.4		\$154.98	\$31.00	\$185.98	\$185.98	\$0.00	0.10%
555	Dennis J. Irvin Sr. (T1) Kimberly A. Carr-Irvin (T2)	500 33rd St. 50265-3112	LT 1 ASHAWA ESTATES PLAT 1	5342000	320/00442-001-000	\$ 174,900	49.6		\$468.72	\$93.74	\$562.46	\$562.46	\$0.00	0.29%
556	Husein Mujkanovic (T1) Neriza Mujkanovic (T2) Mail to: 3217 86th St. Unit 338 Urbandale, IA 50322-7000	401 32nd St. 50265-4007	LT 12 ASHAWA ESTATES PLAT 1	5342100	320/00442-012-000	\$ 176,800	68		\$642.60	\$128.52	\$771.12	\$771.12	\$0.00	0.40%
558	Ian D. Strachan (T1) Darlene C. Strachan (T2)	3221 Locust St. 50265-4031	LT 2 ASHAWA ESTATES PLAT 1	5342200	320/00442-002-000	\$ 217,900	18.4		\$173.88	\$34.78	\$208.66	\$208.66	\$0.00	0.11%
559	Floyd E. Sturgeon (T1) Elizabeth A. Sturgeon (T2)	416 33rd St. 50265-4012	LT 22 ASHAWA ESTATES PLAT 1	5342300	320/00442-022-000	\$ 182,100			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
560	Lawrence E. Thompkins (T1) Sheryl L. Thompkins (T2)	420 33rd St. 50265-4012	LT 23 ASHAWA ESTATES PLAT 1	5342400	320/00442-023-000	\$ 190,200	48.8		\$461.16	\$92.23	\$553.39	\$553.39	\$0.00	0.29%
561	Allan J. Drees (T1)	424 33rd St. 50265-4012	LT 24 ASHAWA ESTATES PLAT 1	5342500	320/00442-024-000	\$ 178,300	101.2		\$956.34	\$191.27	\$1,147.61	\$1,147.61	\$0.00	0.59%
568	Robert E. Nolan (Trustee) (T1) Robert E. Nolan Revocable Trust (T2)	3205 Locust St. 50265-4031	LT 6 ASHAWA ESTATES PLAT 1	5342600	320/00442-006-000	\$ 181,400	18.4		\$173.88	\$34.78	\$208.66	\$208.66	\$0.00	0.11%
569	Karla M. Ramon (T1)	414 34th St. 50265-4022	LT 12 ASHAWA ESTATES PLAT 2	5342700	320/00442-050-000	\$ 196,200	48.8		\$461.16	\$92.23	\$553.39	\$553.39	\$0.00	0.29%
571	Emanuel Palmer (T1)	419 34th St. 50265-4023	LT 25 ASHAWA ESTATES PLAT 2	5342800	320/00442-063-000	\$ 179,800	50.8		\$480.06	\$96.01	\$576.07	\$576.07	\$0.00	0.30%
572	James J. Miller (T1) Elaine C. Watkins-Miller (T2)	423 34th St. 50265-4023	LT 26 ASHAWA ESTATES PLAT 2	5342900	320/00442-064-000	\$ 190,400		76.8	\$883.20	\$176.64	\$1,059.84	\$1,059.84	\$0.00	0.55%
573	Grant T. Logan (T1)	3401 Locust St. 50265-4033	LT 3 ASHAWA ESTATES PLAT 2	5343000	320/00442-041-000	\$ 171,300	54		\$510.30	\$102.06	\$612.36	\$612.36	\$0.00	0.32%

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575	Gregory M. Hazen (T1)	3410 Locust St. 50265-4033	LT 7 ASHAWA ESTATES PLAT 2	5343100	320/00442-045-000	\$ 192,000	33.6		\$317.52	\$63.50	\$381.02	\$381.02	\$0.00	0.20%
585	David P. Anderson (T1) Shelley R. Anderson (T2)	209 34th St. 50265-4019	LT 28 ASHAWA ESTATES PLAT 3	5343200	320/00442-096-000	\$ 201,100	16.4		\$154.98	\$31.00	\$185.98	\$185.98	\$0.00	0.10%
586	Austin B. Froerer (T1) Karen Froerer (T2)	301 33rd St. 50265-4011	LT 3 ASHAWA ESTATES PLAT 3	5343300	320/00442-071-000	\$ 187,300	67.2		\$635.04	\$127.01	\$762.05	\$762.05	\$0.00	0.39%
588	Cindy K. Brunson Trust (T1) Mail To: City State Bank Trust & Investment POB 370 Norwalk, IA 50211-0370	224 34th St. 50265	LT 37 ASHAWA ESTATES PLAT 3	5343400	320/00442-105-000	\$ 176,400	20.4		\$192.78	\$38.56	\$231.34	\$231.34	\$0.00	0.12%
589	Denis G. Biscobing (T1)	300 34th St. 50265-4020	LT 38 ASHAWA ESTATES PLAT 3	5343500	320/00442-106-000	\$ 165,900	56		\$529.20	\$105.84	\$635.04	\$635.04	\$0.00	0.33%
590	Lori Dalton Miksch (T1)	308 34th St. 50265-4020	LT 39 ASHAWA ESTATES PLAT 3	5343600	320/00442-107-000	\$ 160,800	14.8		\$139.86	\$27.97	\$167.83	\$167.83	\$0.00	0.09%
591	Jami J. Hagemeyer (T1)	217 33rd St. 50265-4009	LT 7 ASHAWA ESTATES PLAT 3	5343700	320/00442-075-000	\$ 176,200			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
593	Darrell D. Nelsen, 3rd (T1) Kaitlyn J. Summitt (T2)	201 34th St. 50265-4019	S 10F LT 29 & ALL LT 30 ASHAWA ESTATES PLAT 3	5343800	320/00442-098-001	\$ 185,700	188.4		\$1,780.38	\$356.08	\$2,136.46	\$2,136.46	\$0.00	1.10%
596	Mark A. Opsal (T1) Sue A. Opsal (T2)	400 Jordan Dr. 50265-4042	LOT 20 ASHAWA ESTATES PLAT 4	5343900	320/00442-130-000	\$ 168,600	16.8		\$158.76	\$31.75	\$190.51	\$190.51	\$0.00	0.10%
598	Lori L. Trotter (T1)	300 34th Ct. 50265-4016	LOT 23 ASHAWA ESTATES PLAT 4	5344000	320/00442-133-000	\$ 164,100	37.2		\$351.54	\$70.31	\$421.85	\$421.85	\$0.00	0.22%
599	Kathy Jo Arndorfer (T1) Douglas Arndorfer (T2)	212 34th Ct. 50265-4014	LOT 26 ASHAWA ESTATES PLAT 4	5344100	320/00442-136-000	\$ 159,200	16.8		\$158.76	\$31.75	\$190.51	\$190.51	\$0.00	0.10%
602	Dax L. Wedemeyer (T1)	301 34th Ct. 50265-4017	LOT 36 ASHAWA ESTATES PLAT 4	5344200	320/00442-146-000	\$ 170,700			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
603	Terry L. Peterson (T1) Michelle A. Peterson (T2)	220 Jordan Dr. 50265-4026	LOT 37 ASHAWA ESTATES PLAT 4	5344300	320/00442-147-000	\$ 161,800	74		\$699.30	\$139.86	\$839.16	\$839.16	\$0.00	0.43%
604	Blake S. Battani (T1) Elizabeth M. Bunn (T2)	216 Jordan Dr. 50265-4026	LOT 38 ASHAWA ESTATES PLAT 4	5344400	320/00442-148-000	\$ 165,700	17.2		\$162.54	\$32.51	\$195.05	\$195.05	\$0.00	0.10%
608	Roger Asher (T1) Sharon Asher (T2)	301 Jordan Dr. 50265-4029	LOT 8 ASHAWA ESTATES PLAT 4	5344500	320/00442-118-000	\$ 170,900	17.2		\$162.54	\$32.51	\$195.05	\$195.05	\$0.00	0.10%
610	Jack D. Boettcher (T1) Vicki L. Boettcher (T2)	305 Valley West Dr. 50265-3907	LT 10 ASHAWA ESTATES PLAT 5	5344600	320/00442-170-000	\$ 151,000	18		\$170.10	\$34.02	\$204.12	\$204.12	\$0.00	0.11%

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611	Beth D. Steinfeldt (T1)	417 Valley West Dr. 50265-3909	LT 21 ASHAWA ESTATES PLAT 5	5344700	320/00442-181-000	\$ 147,800	101.6	41.2	\$1,433.92	\$286.78	\$1,720.70	\$1,720.70	\$0.00	0.89%
614	Richard G. Schmitz (T1) Michelle L. Patrick (T2)	209 Valley West Dr. 50265-3905	LT 3 ASHAWA ESTATES PLAT 5	5344800	320/00442-163-000	\$ 147,600	218.8		\$2,067.66	\$413.53	\$2,481.19	\$2,481.19	\$0.00	1.28%
616	Linda S. Horner (T1)	301 Valley West Dr. 50265-3907	LT 9 ASHAWA ESTATES PLAT 5	5344900	320/00442-169-000	\$ 153,900	32.4		\$306.18	\$61.24	\$367.42	\$367.42	\$0.00	0.19%
617	Systematic Investment Partners LLC (T1) Mail To: Mukesh Tayal 13880 Lakeview Dr. Clive, IA 50325	3200 Maple St. 50265-4043	LT 1 ASHAWA ESTATES PLAT 6	5345000	320/00442-201-000	\$ 172,800	18		\$170.10	\$34.02	\$204.12	\$204.12	\$0.00	0.11%
619	Carolyn Whitehead Revocable Trust (T1) Carolyn Whitehead (Trustee) (T2)	3204 Maple St. 50265-4043	LT 2 ASHAWA ESTATES PLAT 6	5345100	320/00442-202-000	\$ 182,500	51.2		\$483.84	\$96.77	\$580.61	\$580.61	\$0.00	0.30%
620	Austin J. Gehm (T1)	3300 Maple St. 50265-4035	LT 4 ASHAWA ESTATES PLAT 6	5345200	320/00442-204-000	\$ 166,700	18		\$170.10	\$34.02	\$204.12	\$204.12	\$0.00	0.11%
621	Glenda M. Powell (T1)	3308 Maple St. 50265-4035	LT 6 ASHAWA ESTATES PLAT 6	5345300	320/00442-206-000	\$ 159,800	72		\$680.40	\$136.08	\$816.48	\$816.48	\$0.00	0.42%
623	James D. Barr (T1) Ma Merlita Barr (T2)	3400 Maple St. 50265-4038	LT 8 ASHAWA ESTATES PLAT 6	5345400	320/00442-208-000	\$ 164,200	81.6	17.2	\$968.92	\$193.78	\$1,162.70	\$1,162.70	\$0.00	0.60%
627	Jordan Glen Twnhmes Association (T1) Mail To: Smart Management 545 5th St. West Des Moines, IA 50265-4637	3305 EP True Pkwy.	-EX S 17F RD EAS- OUTLOT X JORDAN GLEN PLAT 1	5345500	320/02826-080-049	\$ 35,700	228.4		\$2,208.38	\$441.68	\$2,650.06	\$2,650.06	\$0.00	1.37%
628	Dustin H. Hockman (T1) Erin A. Hockman (T2)	2904 Boulder Dr. 50265-4150	LOT 1 MEADOW POINT PLAT 10	5345600	320/03026-953-001	\$ 216,600	32.4		\$306.18	\$61.24	\$367.42	\$367.42	\$0.00	0.19%
629	Casey Hughes (T1) Melissa K. Hughes (T2)	509 31st St. 50265-3154	LOT 10 MEADOW POINT PLAT 10	5345700	320/03026-953-010	\$ 212,000	15.6		\$147.42	\$29.48	\$176.90	\$176.90	\$0.00	0.09%
631	Triet M. Trinh (T1) Thanh T. Pham (T2)	501 31st St. 50265-3154	LOT 12 MEADOW POINT PLAT 10	5345800	320/03026-953-012	\$ 204,600		32.8	\$377.20	\$75.44	\$452.64	\$447.20	\$0.00	0.23%
634	Mark A. Schroder (T1)	333 31st St. 50265-4003	LOT 19 MEADOW POINT PLAT 10	5345900	320/03026-953-019	\$ 230,800		16.4	\$188.60	\$37.72	\$226.32	\$223.60	\$0.00	0.12%
635	Shaun Thompson (T1) Andrea Thompson (T2)	2908 Boulder Dr. 50265-4150	LOT 2 MEADOW POINT PLAT 10	5346000	320/03026-953-002	\$ 214,400	44		\$415.80	\$83.16	\$498.96	\$498.96	\$0.00	0.26%
636	James M. Arganbright (T1) Julie A. Arganbright (T2)	332 31st St. 50265-4000	LOT 21 MEADOW POINT PLAT 10	5346100	320/03026-953-021	\$ 259,500	90.4	16	\$1,038.28	\$207.66	\$1,245.94	\$1,245.94	\$0.00	0.64%
637	Joshua R. Button (T1) Samahara N. Button (T2)	400 31st St. 50265-4034	LOT 22 MEADOW POINT PLAT 10	5346200	320/03026-953-022	\$ 226,300			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%

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644	Bryson E. Winsky (T1) Amy M. Steger (T2)	2916 Boulder Dr. 50265-4150	LOT 4 MEADOW POINT PLAT 10	5346300	320/03026-953-004	\$ 189,800			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
647	Rosemary B. Neel (T1)	2901 Boulder Dr. 50265-4154	LOT 44 MEADOW POINT PLAT 10	5346400	320/03026-953-044	\$ 227,400			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
649	Bradley L. Renberg (T1)	2900 Boulder Dr. 50265-4150	LOT 49 MEADOW POINT PLAT 10	5346500	320/03026-953-049	\$ 229,000	18.4	32.4	\$546.48	\$109.30	\$655.78	\$655.78	\$0.00	0.34%
650	Alex D. Weekly (T1)	3008 Boulder Dr. 50265-4155	LOT 7 MEADOW POINT PLAT 10	5346600	320/03026-953-007	\$ 185,800	15.6		\$147.42	\$29.48	\$176.90	\$176.90	\$0.00	0.09%
652	Dirk K. Thieben (T1) Lynne M. Thieben (T2)	508 29th Ct. 50265-6100	-EX BEG SE COR THN SW13F NE14.23F TO E LN SLY5.2F TO POB LT 20 MEADOW POINT PLAT 11	5346700	320/03026-954-040	\$ 240,000		81.6	\$938.40	\$187.68	\$1,126.08	\$1,126.08	\$0.00	0.58%
653	Angel P. Quito (T1) Blanca A. Quito (T2)	2500 Locust St. 50265-4152	LOT 1 MEADOW POINT PLAT 11	5346800	320/03026-954-001	\$ 188,600	46.4		\$438.48	\$87.70	\$526.18	\$526.18	\$0.00	0.27%
654	Jolene G. Taylor (T1)	2916 Locust St. 50265-4157	LOT 12 MEADOW POINT PLAT 11	5346900	320/03026-954-012	\$ 208,600	47.2		\$462.54	\$92.51	\$555.05	\$555.05	\$0.00	0.29%
655	Belinda B. Karis-Nace (T1)	413 29th St. 50265-4149	LOT 14 MEADOW POINT PLAT 11	5347000	320/03026-954-014	\$ 205,800	32		\$302.40	\$60.48	\$362.88	\$362.88	\$0.00	0.19%
658	Nathan C. Brennecke (T1) Tarissa J. Lee (T2)	2600 Locust St. 50265-4159	LOT 2 MEADOW POINT PLAT 11	5347100	320/03026-954-002	\$ 226,300			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
662	Michael Sonoiki (T1)	512 28th Ct. 50265-6257	LOT 33 MEADOW POINT PLAT 11	5347200	320/03026-954-033	\$ 244,800	35.2		\$332.64	\$66.53	\$399.17	\$399.17	\$0.00	0.21%
663	Rickey L. Davis (T1) Mary J. Davis (T2)	505 28th Ct. 50265-6257	LOT 36 MEADOW POINT PLAT 11	5347300	320/03026-954-036	\$ 209,800		68.8	\$791.20	\$158.24	\$949.44	\$949.44	\$0.00	0.49%
667	Michael G. Crabtree (T1) Rebecca L. Crabtree (T2)	305 29th St. 50265-4147	LOT 1 MEADOW POINT PLAT 9	5347400	320/03026-952-001	\$ 249,800	32.8		\$309.96	\$61.99	\$371.95	\$371.95	\$0.00	0.19%
668	Bradley Brody (T1) Amy Brody (T2)	2800 Walnut St. 50265-6253	LOT 13 MEADOW POINT PLAT 9	5347500	320/03026-952-013	\$ 206,900	32		\$302.40	\$60.48	\$362.88	\$362.88	\$0.00	0.19%
669	Dennis Uhlenhopp (T1) Allyson K. Uhlenhopp (T2)	2801 Walnut St. 50265-6254	LOT 18 MEADOW POINT PLAT 9	5347600	320/03026-952-018	\$ 194,300	47.2		\$462.54	\$92.51	\$555.05	\$555.05	\$0.00	0.29%
671	George G. Havens (T1) Joan J. Havens (T2)	2809 Walnut St. 50265-6254	LOT 20 MEADOW POINT PLAT 9	5347700	320/03026-952-020	\$ 199,500		48	\$552.00	\$110.40	\$662.40	\$662.40	\$0.00	0.34%
675	Justin Oliver (T1) Lynsey Oliver (T2)	301 31st St. 50265-4003	LOT 32 MEADOW POINT PLAT 9	5347800	320/03026-952-032	\$ 224,500	66.4		\$627.48	\$125.50	\$752.98	\$752.98	\$0.00	0.39%
676	Timothy J. Waugh (T1)	305 31st St. 50265-4003	LOT 33 MEADOW POINT PLAT 9	5347900	320/03026-952-033	\$ 219,700	52		\$491.40	\$98.28	\$589.68	\$479.70	\$0.00	0.25%

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678	Calvin R. Mc Kelvogue (T1) Michelle A. Mc Kelvogue (T2)	316 31st St. 50265-4000	LOT 39 MEADOW POINT PLAT 9	5348000	320/03026-952-039	\$ 219,300	16.4		\$154.98	\$31.00	\$185.98	\$185.98	\$0.00	0.10%
680	Kendra B. Kelly (T1) John D. Kelly (T2)	2832 Walnut St. 50265-6253	LOT 6 MEADOW POINT PLAT 9	5348100	320/03026-952-006	\$ 226,300	38.8	18	\$573.66	\$114.73	\$688.39	\$688.39	\$0.00	0.36%
686	James R. Holman (T1) Jean M. Holman (T2)	2117 Walnut St. 50265-6264	LOT 12 MEADOW PARK CIRCLE	5348200	320/03026-580-412	\$ 214,300	30.4		\$287.28	\$57.46	\$344.74	\$344.74	\$0.00	0.18%
687	Michael O. Ericson (T1) Deborah S. Keller-Ericson (T2)	2133 Walnut St. 50265-6264	LOT 13 MEADOW PARK CIRCLE	5348300	320/03026-580-413	\$ 212,100	13.6		\$128.52	\$25.70	\$154.22	\$154.22	\$0.00	0.08%
689	Kun-Liang Lu (T1) Qingxia Yang (T2)	2048 Walnut St. 50265-6262	LOT 18 MEADOW PARK CIRCLE	5348400	320/03026-580-418	\$ 220,100	16		\$151.20	\$30.24	\$181.44	\$181.44	\$0.00	0.09%
691	Curt Carpenter (T1) Julie Carpenter (T2)	1916 Walnut St. 50265-6260	LOT 25 MEADOW PARK CIRCLE	5348500	320/03026-580-425	\$ 239,300	80		\$756.00	\$151.20	\$907.20	\$907.20	\$0.00	0.47%
692	Danelle M. Sage (T1)	2001 Walnut St. 50265-6265	LOT 7 MEADOW PARK CIRCLE	5348600	320/03026-580-407	\$ 203,100	26		\$245.70	\$49.14	\$294.84	\$294.84	\$0.00	0.15%
693	Joe Marturello (T1) Thelma Marturello (T2)	2805 Maple St. 50265-6212	E 5FT LT 47 & ALL LT 48 MEADOW POINT PLAT 2	5348700	320/03026-668-001	\$ 194,100	20		\$189.00	\$37.80	\$226.80	\$226.80	\$0.00	0.12%
697	Scott R. Green (T1) Jennifer W. Green (T2)	301 27th St. 50265-6247	LOT 24 MEADOW POINT PLAT 2	5348800	320/03026-644-000	\$ 209,400	65.2		\$616.14	\$123.23	\$739.37	\$739.37	\$0.00	0.38%
698	John S. Swanson (T1)	2601 Maple St. 50265-6210	LOT 25 MEADOW POINT PLAT 2	5348900	320/03026-645-000	\$ 176,400	55.2		\$521.64	\$104.33	\$625.97	\$625.97	\$0.00	0.32%
704	Philip Schriver (T1) Melanie Schriver (T2)	2916 Elm St. 50265-6217	LOT 39 MEADOW POINT PLAT 2	5349000	320/03026-659-000	\$ 233,000			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
705	Mark A. Wellman (T1) Jacqueline M. Wellman (T2)	3012 Elm St. 50265-6218	LOT 4 MEADOW POINT PLAT 2	5349100	320/03026-624-000	\$ 217,100	15.6		\$147.42	\$29.48	\$176.90	\$176.90	\$0.00	0.09%
707	Ralph Moisa (T1) Carol Moisa (T2)	2901 Maple St. 50265-6213	LOT 45 MEADOW POINT PLAT 2	5349200	320/03026-665-000	\$ 213,800			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
708	Steven G. Griffin (T1) Lela M. Griffin (T2)	2801 Maple St. 50265-6212	LOT 49 MEADOW POINT PLAT 2	5349300	320/03026-669-000	\$ 194,500	18		\$170.10	\$34.02	\$204.12	\$204.12	\$0.00	0.11%
709	Blair M. Hillen (T1) Celeste Hillen (T2)	2709 Maple St. 50265-6211	LOT 50 MEADOW POINT PLAT 2	5349400	320/03026-670-000	\$ 187,800	18.8		\$177.66	\$35.53	\$213.19	\$213.19	\$0.00	0.11%
712	Jeffrey L. Crawford (T1)	2413 Maple St. 50265-6208	LOT 14 MEADOW POINT PLAT 3	5349500	320/03026-714-000	\$ 191,100	20.4		\$192.78	\$38.56	\$231.34	\$231.34	\$0.00	0.12%
714	Eric J. Riesberg (T1)	2501 Maple St. 50265-6209	LOT 2 MEADOW POINT PLAT 3	5349600	320/03026-702-000	\$ 176,600			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%

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715	Darla Hassebroek (T1)	213 24th St. 50265-6226	LOT 23 MEADOW POINT PLAT 3	5349700	320/03026-723-000	\$ 163,400	32.4	16	\$490.18	\$98.04	\$588.22	\$588.22	\$0.00	0.30%
718	Tonia L. Nesbit (T1)	208 23rd St. 50265-6223	LOT 29 MEADOW POINT PLAT 3	5349800	320/03026-729-000	\$ 169,300			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
719	Tricia L. Kubicek (T1)	201 25th St. 50265-6228	LOT 3 MEADOW POINT PLAT 3	5349900	320/03026-703-000	\$ 176,100			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
721	Ron Scott (T1) Mail To: 10587 NW 72st Ln Johnston, IA 50131-2494	2445 Maple St. 50265-6208	LOT 6 MEADOW POINT PLAT 3	5350000	320/03026-706-000	\$ 171,100			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
722	John R. Wilts (T1) Josephine Wilts (T2)	2441 Maple St. 50265-6208	LOT 7 MEADOW POINT PLAT 3	5350100	320/03026-707-000	\$ 189,200			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
724	Daniel F. Gronke (T1)	2705 Meadow Point Ct. 50265-6255	LOT 17 MEADOW POINT PLAT 4	5350200	320/03026-767-000	\$ 201,700	47.6		\$449.82	\$89.96	\$539.78	\$539.78	\$0.00	0.28%
726	Sarah Woo (T1) Byungmin Woo (T2)	2700 Walnut St. 50265-6251	LOT 19 MEADOW POINT PLAT 4	5350300	320/03026-769-000	\$ 185,100			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
728	Todd Smith (T1) Heather Smith (T2)	2709 Walnut St. 50265-6252	LOT 23 MEADOW POINT PLAT 4	5350400	320/03026-773-000	\$ 219,300	16.4		\$154.98	\$31.00	\$185.98	\$185.98	\$0.00	0.10%
731	Brent L. Leistner (T1) Kimberly A. Reeder (T2)	2712 Meadow Point Ct. 50265-6248	LOT 4 MEADOW POINT PLAT 4	5350500	320/03026-754-000	\$ 189,200	94.4		\$942.08	\$188.42	\$1,130.50	\$1,130.50	\$0.00	0.58%
734	Cooper Messenger (T1) Kelsey Messenger (T2)	224 25th St. 50265-6227	LOT 16 MEADOW POINT PLAT 5	5350600	320/03026-816-000	\$ 181,800		33.2	\$381.80	\$76.36	\$458.16	\$458.16	\$0.00	0.24%
735	John M. Ringland (T1) Elaine K. Ringland (T2)	213 25th St. 50265-6228	LOT 24 MEADOW POINT PLAT 5	5350700	320/03026-824-000	\$ 174,400	32.4	15.2	\$480.98	\$96.20	\$577.18	\$577.18	\$0.00	0.30%
736	John C. Whitlow (T1) Mary L. Whitlow (T2)	301 25th St. 50265-6244	LOT 28 MEADOW POINT PLAT 5	5350800	320/03026-828-000	\$ 181,800	47.2		\$446.04	\$89.21	\$535.25	\$535.25	\$0.00	0.28%
741	Linda R. Blake (T1)	240 24th St. 50265-6224	LOT 47 MEADOW POINT PLAT 5	5350900	320/03026-847-000	\$ 188,600	34.4		\$325.08	\$65.02	\$390.10	\$390.10	\$0.00	0.20%
743	Brent D. Jackson (T1) Karen L. Jackson (T2)	225 24th St. 50265-6226	LOT 54 MEADOW POINT PLAT 5	5351000	320/03026-854-000	\$ 190,900			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
744	Nicole M. Carlson (T1) Brian M. Craun (T2)	229 24th St. 50265-6226	LOT 55 MEADOW POINT PLAT 5	5351100	320/03026-855-000	\$ 173,600	47.2		\$446.04	\$89.21	\$535.25	\$535.25	\$0.00	0.28%
758	Sean J. Kastli (T1) Jennifer L. Kastli (T2)	237 23rd St. 50265-6225	LOT 19 MEADOW POINT PLAT 6	5351200	320/03026-919-000	\$ 184,000		16.8	\$193.20	\$38.64	\$231.84	\$223.60	\$0.00	0.12%
760	Hai Yang (T1)	236 23rd St. 50265-6223	LOT 26 MEADOW POINT PLAT 6	5351300	320/03026-926-000	\$ 175,100	66.4		\$627.48	\$125.50	\$752.98	\$752.98	\$0.00	0.39%

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763	Bradley D. Hauser (T1)	264 23rd St. 50265-6223	LOT 34 MEADOW POINT PLAT 6	5351400	320/03026-934-000	\$ 179,300	16		\$151.20	\$30.24	\$181.44	\$181.44	\$0.00	0.09%
767	Jeffrey J. Houchin (T1) Sharon H. Houchin (T2)	313 23rd St. 50265-6250	LOT 8 MEADOW POINT PLAT 6	5351500	320/03026-908-000	\$ 188,200	16		\$151.20	\$30.24	\$181.44	\$181.44	\$0.00	0.09%
769	Tiffany Tamm (T1)	153 27th Ct. 50265-6239	LOT 13 MEADOW POINT PLAT 8	5351600	320/03026-950-013	\$ 182,000		16	\$184.00	\$36.80	\$220.80	\$220.80	\$0.00	0.11%
770	Craig J. Stephenson (T1) Susan A. Stephenson (T2)	129 27th Ct. 50265-6239	LOT 19 MEADOW POINT PLAT 8	5351700	320/03026-950-019	\$ 189,100			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
772	Sandra K. Rippenkroeger (T1)	121 27th Ct. 50265-6268	LOT 21 MEADOW POINT PLAT 8	5351800	320/03026-950-021	\$ 181,700	19.2		\$181.44	\$36.29	\$217.73	\$213.20	\$0.00	0.11%
774	Iowa-Missouri Conf. Assoc. Of (T-1) Seventh-Day Advents (T2) Mail To: Iowa-Missouri Conf. Assoc. Of POB 65665 West Des Moines, IA 50265-0665	140 27th Ct. 50265-6237	LOT 25 MEADOW POINT PLAT 8	5351900	320/03026-950-025	\$ 198,000	43.6		\$412.02	\$82.40	\$494.42	\$494.42	\$0.00	0.26%
776	Melvin Harper (T1) Maria V. Ramirez (T2) Mail To: 1667 NW 93rd Ct. Clive, IA 50325-6231	152 27th Ct. 50265-6237	LOT 27 MEADOW POINT PLAT 8	5352000	320/03026-950-027	\$ 176,300	44.8		\$423.36	\$84.67	\$508.03	\$508.03	\$0.00	0.26%
777	Andrew J. Versluys (T1) Kelli L. Nuttbrock (T2)	156 27th Ct. 50265-6237	LOT 28 MEADOW POINT PLAT 8	5352100	320/03026-950-028	\$ 183,100	31.6		\$298.62	\$59.72	\$358.34	\$358.34	\$0.00	0.18%
778	Kayla Waters (T1)	141 28th Ct. 50265-6240	LOT 33 MEADOW POINT PLAT 8	5352200	320/03026-950-033	\$ 164,500			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
779	Tad D. Kennedy (T1) Sheila K. Kennedy (T2)	137 28th Ct. 50265-6240	LOT 34 MEADOW POINT PLAT 8	5352300	320/03026-950-034	\$ 177,900			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
780	Lisa Buelow (T1)	133 28th Ct. 50265-6240	LOT 35 MEADOW POINT PLAT 8	5352400	320/03026-950-035	\$ 181,900			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
789	Brad Basart (T1) Kristy Basart-Morse (T2)	2904 Maple St. 50265-6206	LOT 54 MEADOW POINT PLAT 8	5352500	320/03026-950-054	\$ 194,100	48		\$453.60	\$90.72	\$544.32	\$544.32	\$0.00	0.28%
792	Jerry D. Swertfager (T1) Charlene R. Swertfager (T2)	3008 Maple St. 50265-6207	LOT 58 MEADOW POINT PLAT 8	5352600	320/03026-950-058	\$ 203,700	24		\$226.80	\$45.36	\$272.16	\$272.16	\$0.00	0.14%
793	Donna M. White (T1)	3100 Maple St. 50265-4055	LOT 59 MEADOW POINT PLAT 8	5352700	320/03026-950-059	\$ 185,500	32		\$302.40	\$60.48	\$362.88	\$362.88	\$0.00	0.19%
796	Caleb Pearson (T1) Lauren Pearson (T2)	128 26th Ct. 50265-6200	LOT 8 MEADOW POINT PLAT 8	5352800	320/03026-950-008	\$ 182,800	32		\$302.40	\$60.48	\$362.88	\$362.88	\$0.00	0.19%
800	Lynn K. Hiller (T1)	138 Evergreen Pl. 50265-7055	LOT 14 THE PINES AT MEADOW POINT	5352900	320/04127-090-014	\$ 121,700			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%

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801	Larry M. Phillips (T1) Mail To: 4131 SE 22nd St. Des Moines, IA 50320-2625	141 Evergreen Pl. 50265-7055	LOT 22 THE PINES AT MEADOW POINT	5353000	320/04127-090-022	\$ 123,200			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
802	Cherese R. Schirck (T1)	159 Evergreen Pl. 50265-7057	LOT 3 THE PINES AT MEADOW POINT	5353100	320/04127-090-003	\$ 121,600			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
803	Joanne Daniels (T1) Mark A. Cameron (T2)	178 Evergreen Pl. 50265-7057	LOT 5 THE PINES AT MEADOW POINT	5353200	320/04127-090-005	\$ 126,500			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
804	Janelle Heusinger (T1)	174 Evergreen Pl. 50265-7057	LOT 6 THE PINES AT MEADOW POINT	5353300	320/04127-090-006	\$ 109,900			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
805	Barbara A. Harger (T1)	170 Evergreen Pl. 50265-7057	LOT 7 THE PINES AT MEADOW POINT	5353400	320/04127-090-007	\$ 127,400			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
806	Michelle Herndon (T1)	166 Evergreen Pl. 50265-7057	LOT 8 THE PINES AT MEADOW POINT	5353500	320/04127-090-008	\$ 114,000			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
808	Benjamin Brogren (T1) Briana Brogren (T2)	148 25th Ct. 50265-6256	LOT 1 THE PINES AT MEADOW POINT PLAT 2	5353600	320/04127-090-051	\$ 212,200	15.6	16	\$331.42	\$66.28	\$397.70	\$397.70	\$0.00	0.21%
814	Mary T. Myers (T1)	141 25th Ct. 50265-6256	LOT 23 THE PINES AT MEADOW POINT PLAT 2	5353700	320/04127-090-073	\$ 190,400	15.6		\$147.42	\$29.48	\$176.90	\$176.90	\$0.00	0.09%
815	Jay C. Lauridsen (T1)	147 25th Ct. 50265-6256	LOT 26 THE PINES AT MEADOW POINT PLAT 2	5353800	320/04127-090-076	\$ 179,900	72.4		\$684.18	\$136.84	\$821.02	\$821.02	\$0.00	0.42%
822	IA Medical Society (T1) Mail To: 515 E. Locust St. Ste 400 Des Moines, IA 50309-1969	916 9th St. 50265-3612	LOT 45 CLOVER HILLS PLACE	5353900	320/01120-000-000	\$ 32,900	30		\$283.50	\$56.70	\$340.20	\$340.20	\$0.00	0.18%
823	Jaime Longenecker (T1)	1233 20th St. 50265-2210	OUTLOT X BEVERLY HILLS PLAT NO 7; AND -EX S 5F- LT 5 BEVERLY HILLS PLAT NO 6	5354000	320/00645-005-001	\$ 253,100	16		\$136.00	\$27.20	\$163.20	\$163.20	\$0.00	0.08%
830	Westbrooke Residential Coop (T1) Mail To: 4010 University Ave. Des Moines, IA 50311-3563	3901 EP True Pkwy. 50265	LOT 1 SOUTHWICKE	5354100	320/04116-338-001	\$ 9,965,000			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
831	The Rugby Foundation	120 39th St. 50265-3930	LOT 3 SOUTHWICKE	5354200	320/04116-338-003	\$ 414,000			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
832	Jon A. Arnold (T1) Robin E. Cosner (T2)	200 39th St. 50265-3938	E 1/2 ALLEY LYG W & ADJ & W 1/2 WALNUT ST LYG E & ADJ & LTS 1 THRU 5 BLK 3 & E 1/2 WALNUT ST LYG W & ADJ & LTS 10 THRU 14 & ALLEY LYG W & ADJ & LTS 1 THRU 5 BLK 4 ASHAWA	5354300	320/00440-004-001	\$ 187,200	1686.4		\$14,334.40	\$30.24	\$14,364.64	\$14,364.64	\$0.00	7.41%

Final Assessment Schedule - Corrected
 2014 Sidewalk Improvement Program - Ph. 1
 West Des Moines, Iowa
 Project No. 0510-036-2014
 Date: August 18, 2016

Bond No.: Polk Co. 2015-02

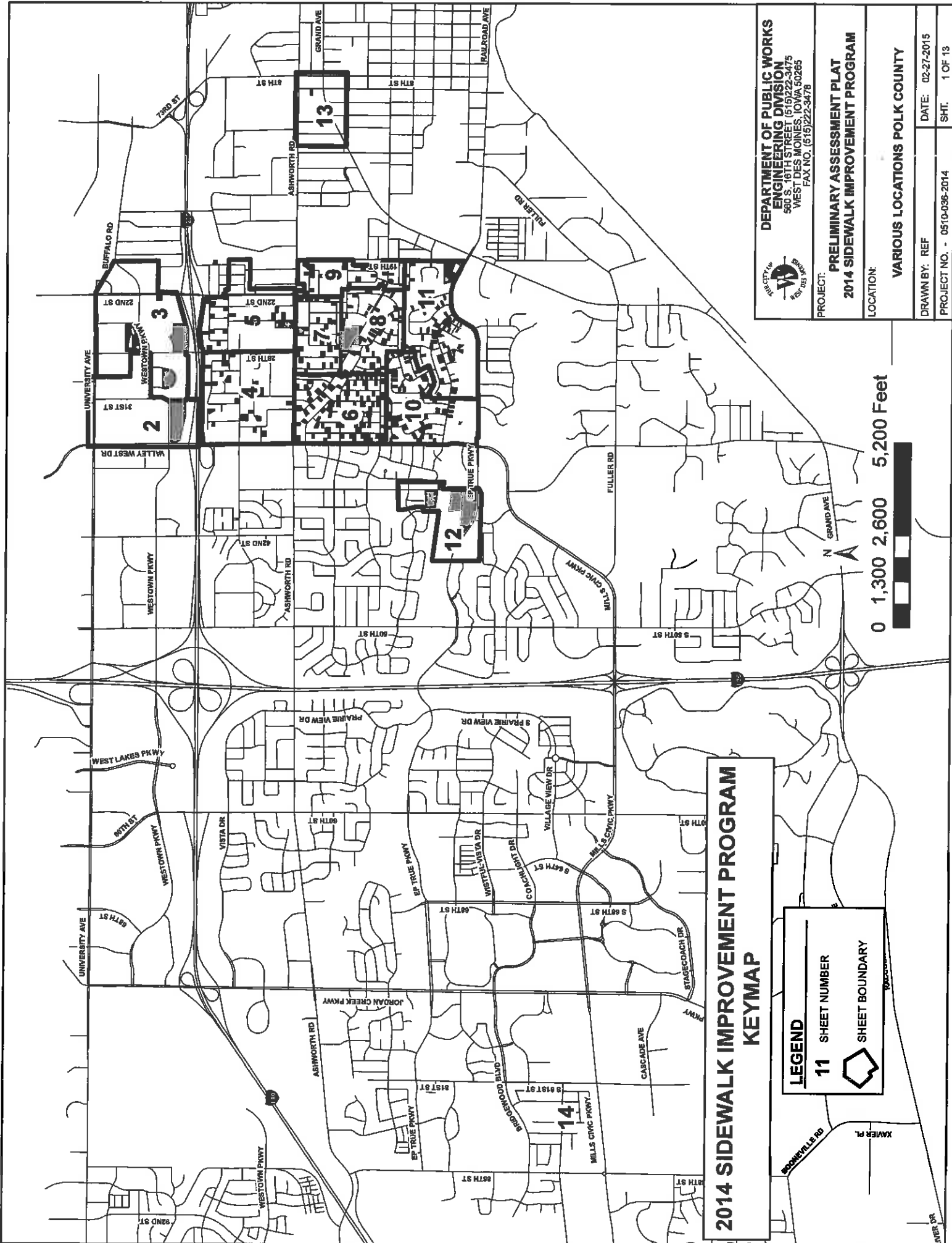
PROP. NO.	PROPERTY OWNER	PROPERTY ADDRESS	LEGAL DESCRIPTION	CERT. NO.	PARCEL NO.	COUNCIL VALUATION	SIDEWALK 4" (SF)	SIDEWALK 6" (SF)	CONSTRUCTION COST	ADMINISTRATION COST	TOTAL BENEFIT	FINAL ASSESSMENT	CONDITIONAL DEFICIENCY	PROPORTION OF TOTAL COST
833	Thomas R. Clark (T1) Jill H. Herwig (T2)	201 39th St. 50265-3931	LT 13 ASHWORTH ESTATES PLAT 8	5354400	320/00520-513-000	\$ 187,700			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%

PROJECT TOTALS

TOTAL 4" SIDEWALK (S.F.)	11,863.80													
TOTAL 6" SIDEWALK (S.F.)		1,120.80												
TOTAL CONSTRUCTION COST						\$123,605.33								
TOTAL ADMINISTRATION COST									\$21,884.43					
TOTAL BENEFIT COST										\$145,489.76				
TOTAL ASSESSMENT COST											\$144,667.48			
TOTAL CONDITIONAL DEFICIENCY												\$0.00		
PROPORTION OF TOTAL COST														75%
TOTAL PROJECT COST														\$ 193,798.96

Notes:

- (1) Council Valuation established at \$10,000/Acre for special assessment purposes for Parcel No. 627
- (2) Proportion of Total Project Cost is the Assessable cost divided by the Total Project Cost.
- (3) Administration Cost for Prop. #832 was adjusted.



2014 SIDEWALK IMPROVEMENT PROGRAM KEYMAP

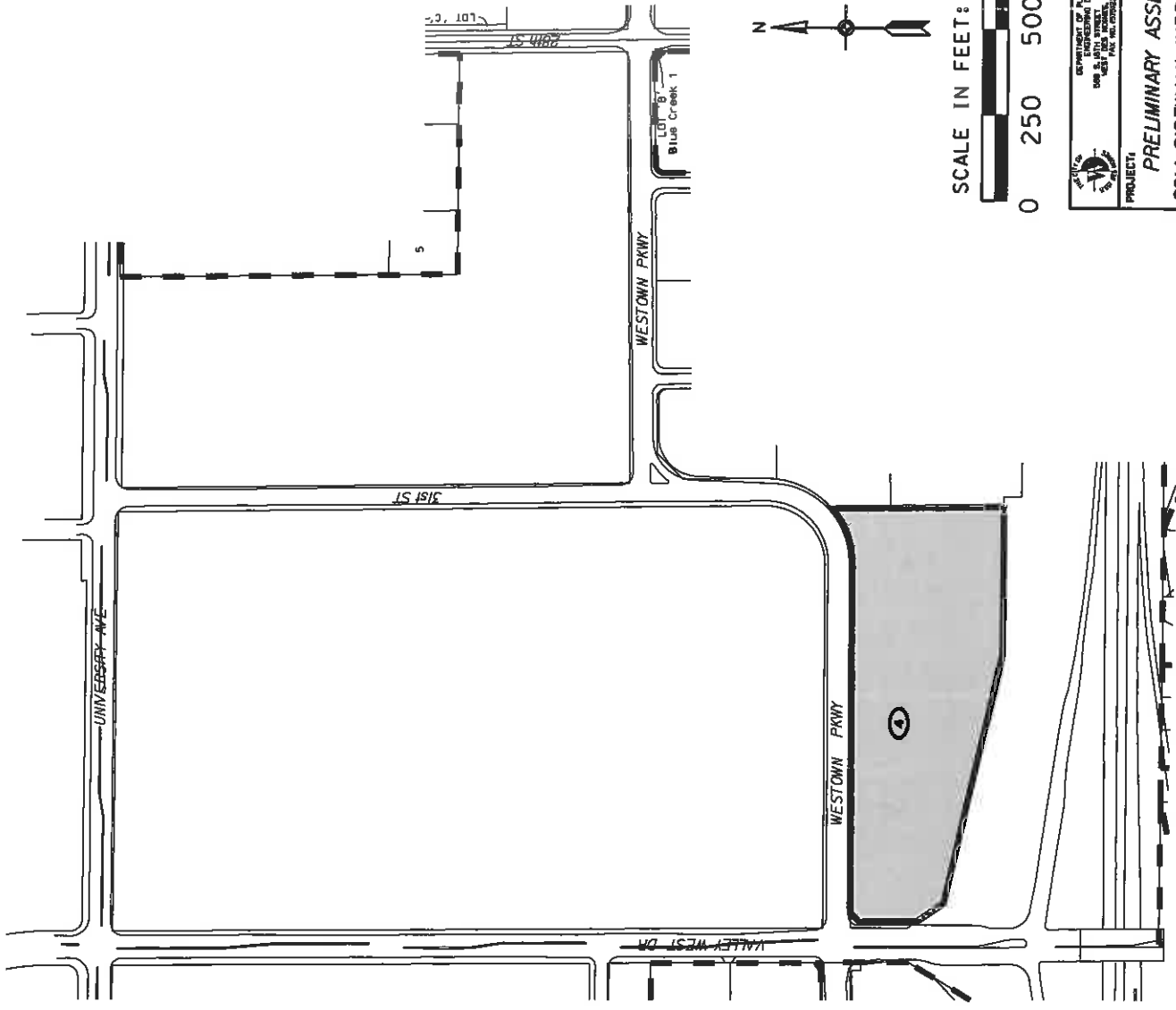
LEGEND

11 SHEET NUMBER

SHEET BOUNDARY

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

PROJECT:	PRELIMINARY ASSESSMENT PLAT 2014 SIDEWALK IMPROVEMENT PROGRAM
LOCATION:	VARIOUS LOCATIONS POLK COUNTY
DRAWN BY:	REF
DATE:	02-27-2015
PROJECT NO.:	0510-036-2014
SHT.	1 OF 13



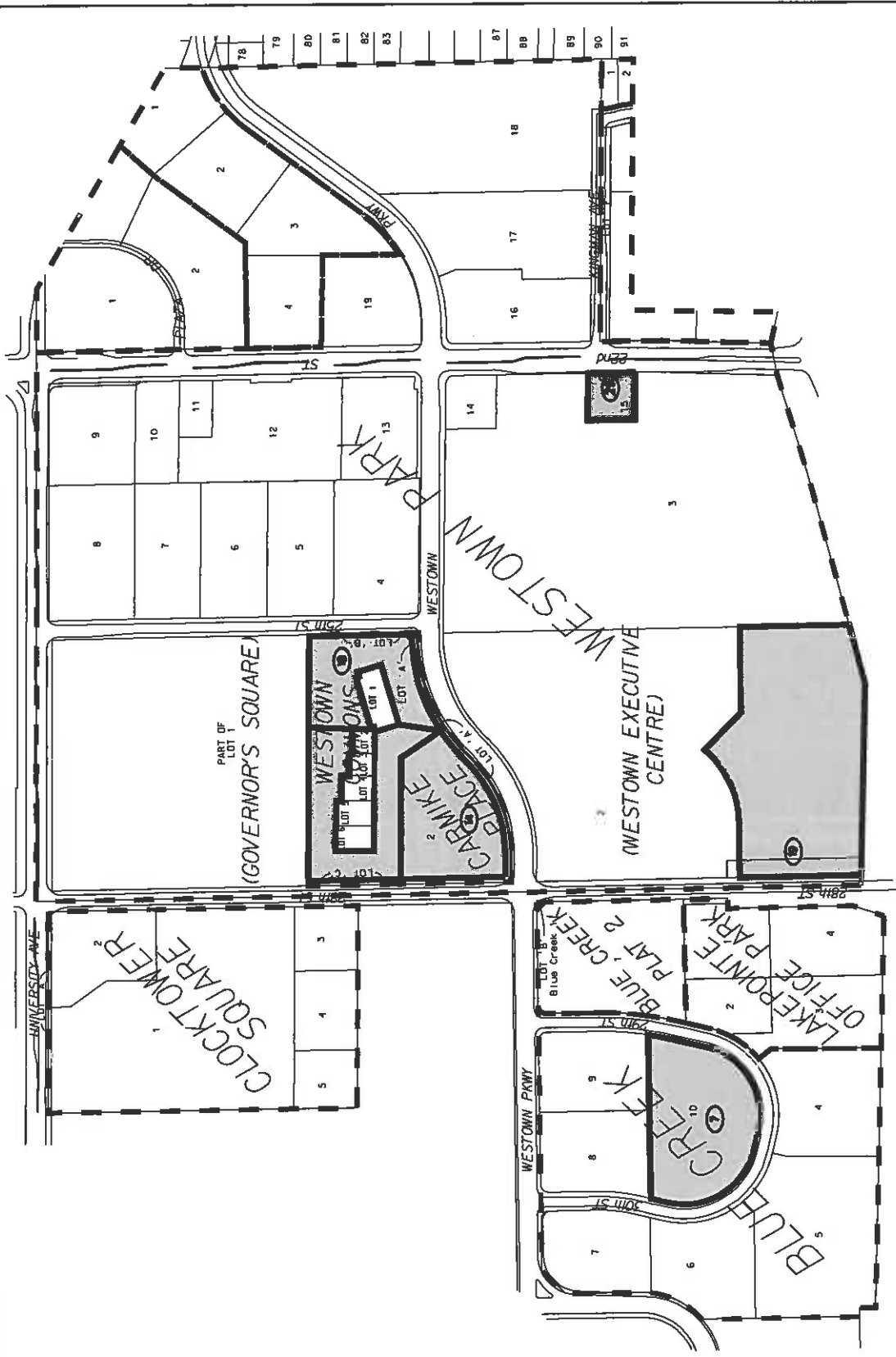
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0 250 500 1000



- LEGEND**
- - - 2014 SIDEWALK PROGRAM BOUNDARY
 - ▬ PARCELS FOR SIDEWALK IMPROVEMENTS
 - - - SUBDIVISION BOUNDARY
 - ① PROPERTY NUMBER

	DATE: 02-27-15
	PROJECT: PRELIMINARY ASSESSMENT PLAT 2014 SIDEWALK IMPROVEMENT PROGRAM
LOCATION: VARIOUS LOCATIONS FOLK COUNTY	
SCALE: 1" = 500'	PROJECT NO.: 0510-036-2014
SHEET: 2 OF 13	




 DEPARTMENT OF PUBLIC WORKS
 ENGINEERING DIVISION
 100 S. MAIN STREET, SUITE 200
 DES MOINES, IA 50319-0001

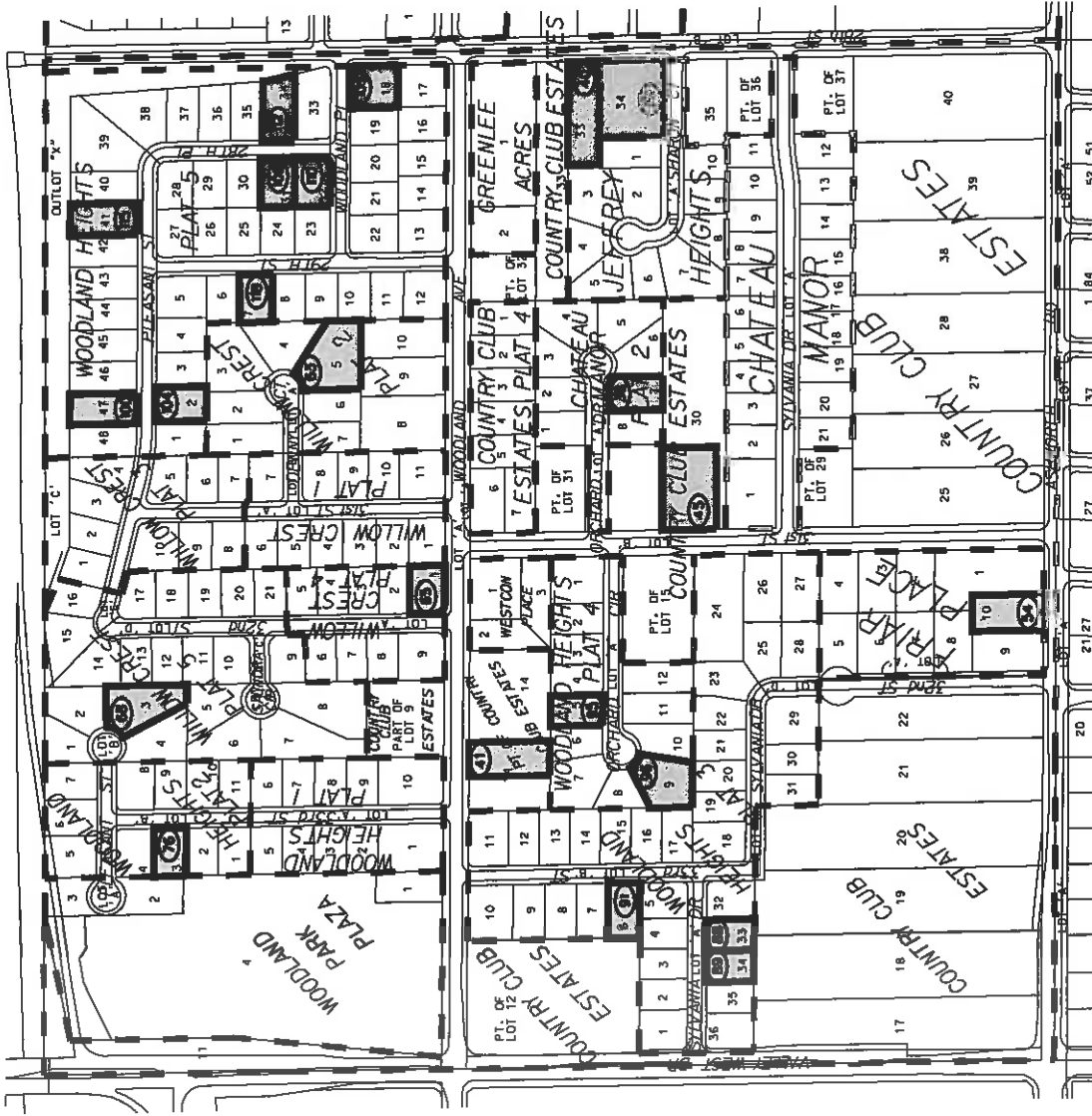
DATE: 02-27-15
 DRAWN BY: REF
 PROJECT: PRELIMINARY ASSESSMENT PLAT
 2014 SIDEWALK IMPROVEMENT PROGRAM
 LOCATION: VARIOUS LOCATIONS POLK COUNTY

SCALE: 1" = 500'
 SHEET: 3 OF 13

LEGEND

- 2014 SIDEWALK PROGRAM BOUNDARY
- ▬ PARCELS FOR SIDEWALK IMPROVEMENTS
- - - SUBDIVISION BOUNDARY
- ⓪ PROPERTY NUMBER

SCALE IN FEET: 1" = 500'
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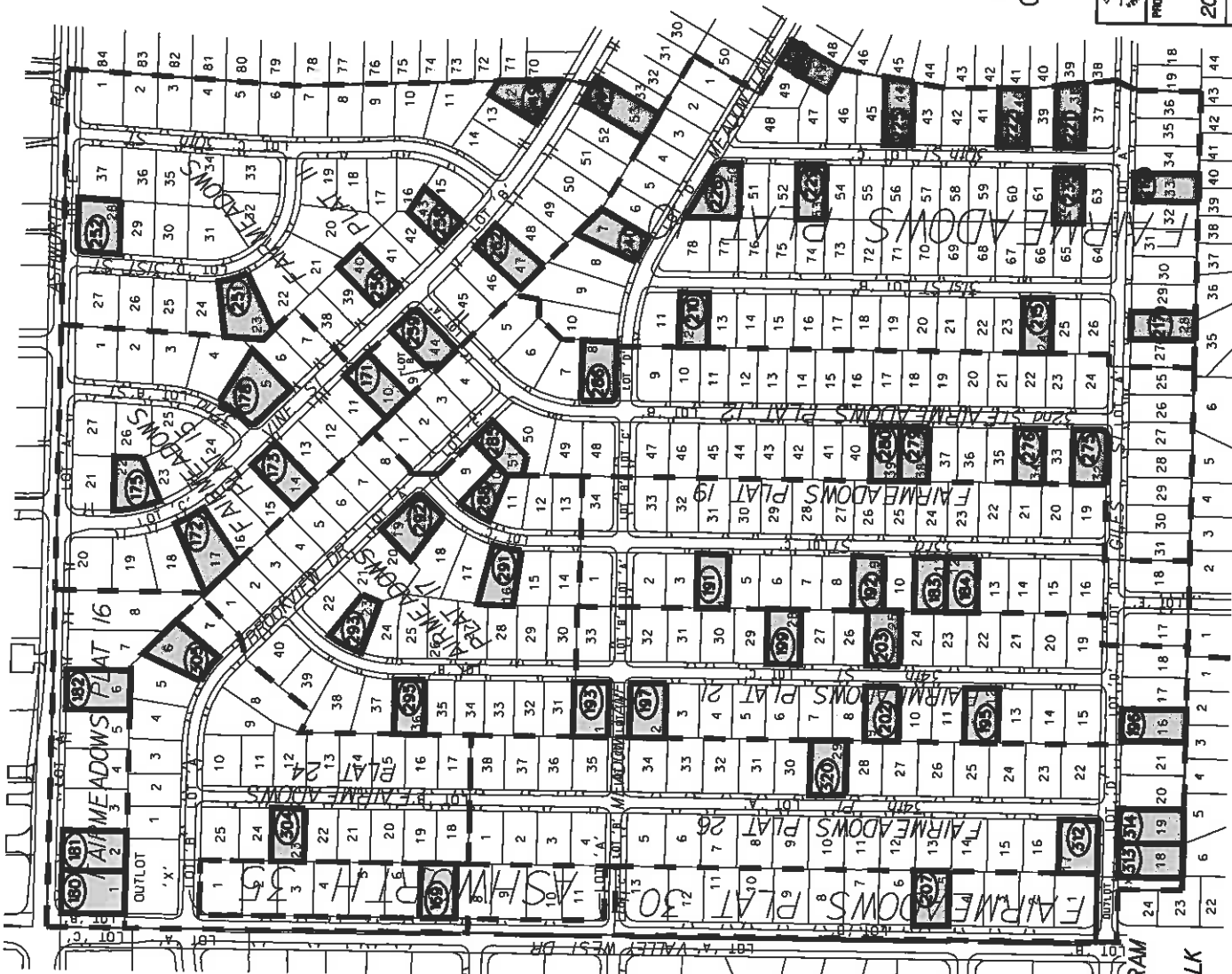
SCALE IN FEET: 1" = 500'



LEGEND

- 2014 SIDEWALK PROGRAM BOUNDARY
- ▨ PARCELS FOR SIDEWALK IMPROVEMENTS
- - - SUBDIVISION BOUNDARY
- Ⓞ PROPERTY NUMBER

	DATE: 02-27-15
	PROJECT: PRELIMINARY ASSESSMENT PLAT 2014 SIDEWALK IMPROVEMENT PROGRAM
LOCATION: VARIOUS LOCATIONS POLK COUNTY	
SCALE: 1" = 500'	PROJECT NO. 0510-036-2014
DATE: 02-27-15	BY: [Signature]



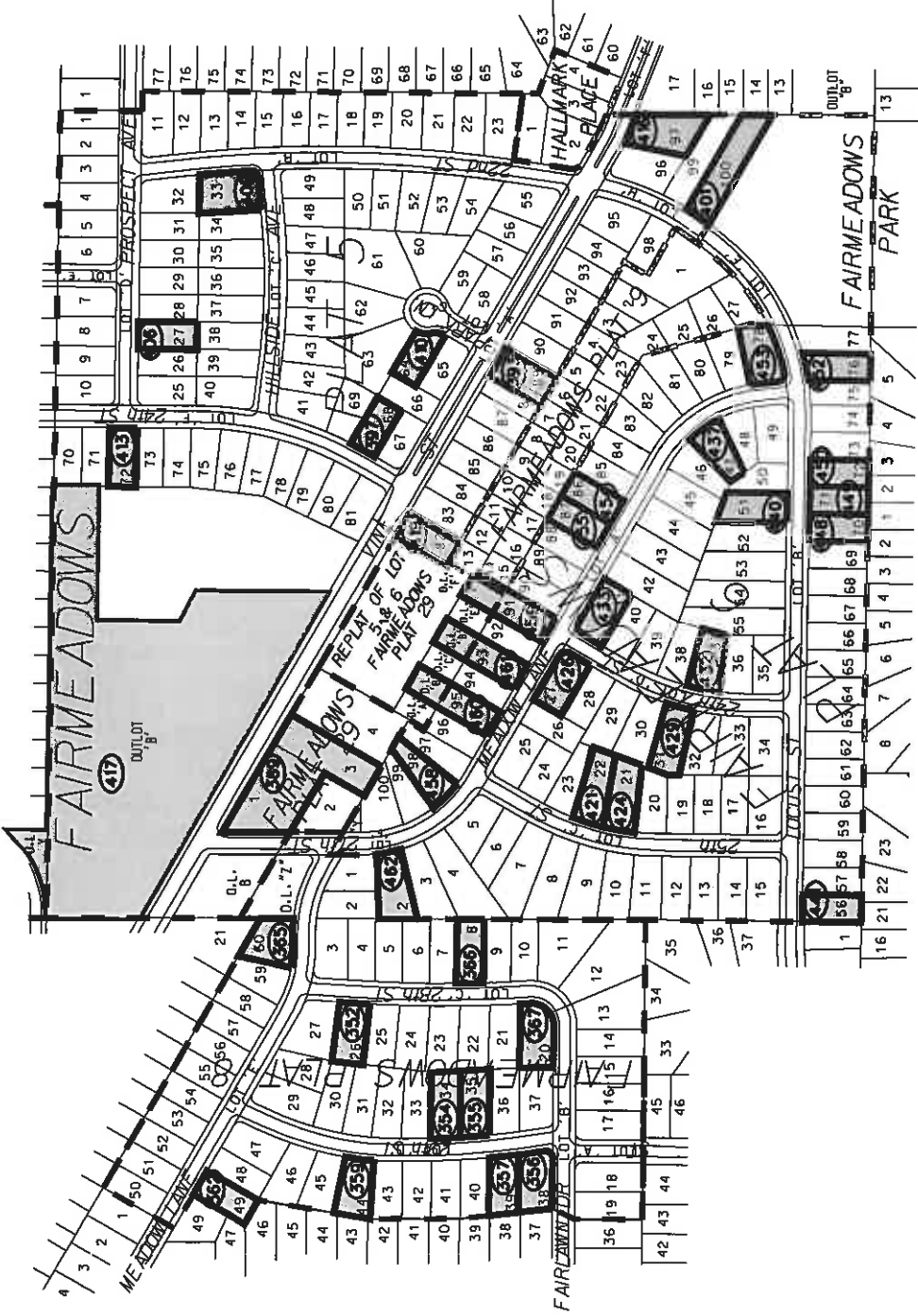
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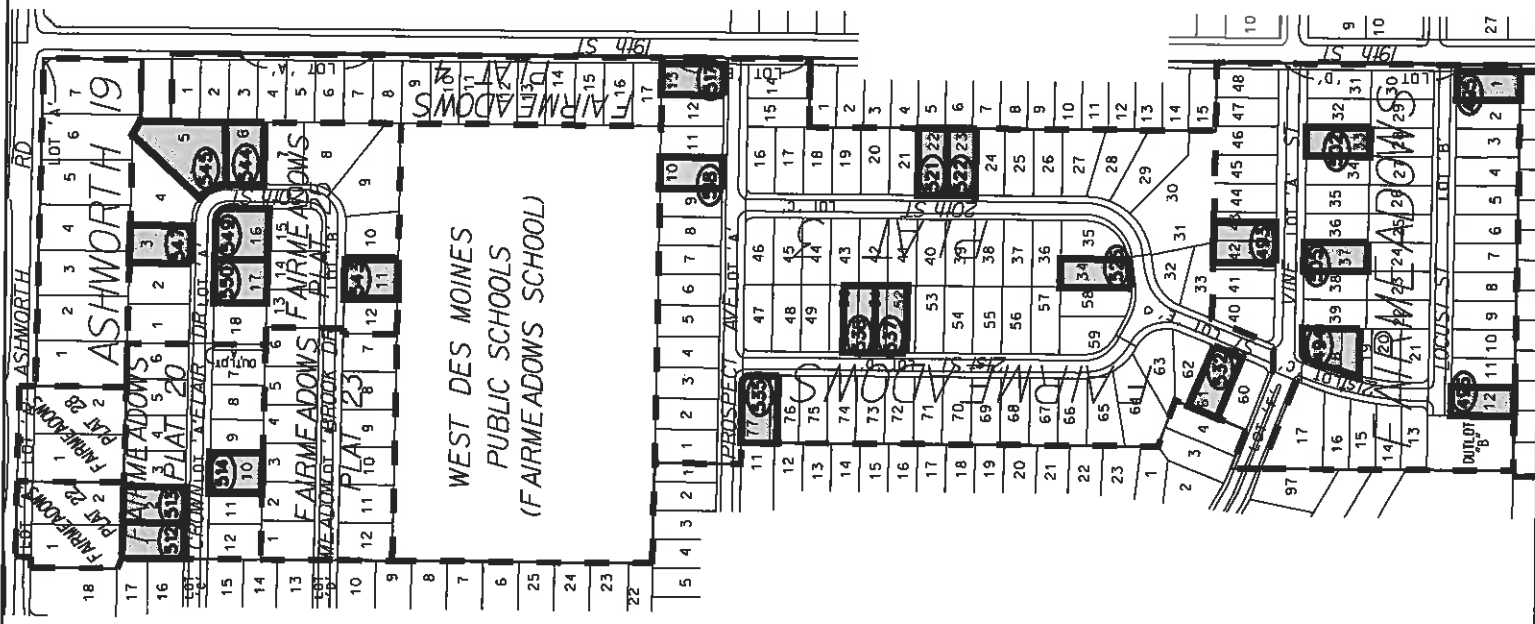


		DEPARTMENT OF PUBLIC WORKS ENGINEERING DIVISION 100 W. 1ST STREET, SUITE 3170 POLK, MO 64602-3170	DATE: 02-27-15 SHEET NO. 0510-036-2014
PROJECT: PRELIMINARY ASSESSMENT PLAT 2014 SIDEWALK IMPROVEMENT PROGRAM		LOCATION: VARIOUS LOCATIONS POLK COUNTY	
TOWN: REF	RANGE: 1" = 400'	PROJECT NO.: 0510-036-2014	
SHEET: 6 OF 13			

- LEGEND**
- 2014 SIDEWALK PROGRAM BOUNDARY
 - ▭ PARCELS FOR SIDEWALK IMPROVEMENTS
 - - - SUBDIVISION BOUNDARY
 - ⊙ PROPERTY NUMBER



- LEGEND**
- 2014 SIDEWALK PROGRAM BOUNDARY
 - ▭ PARCELS FOR SIDEWALK IMPROVEMENTS
 - - - SUBDIVISION BOUNDARY
 - Ⓞ PROPERTY NUMBER



SCALE IN FEET: 1" = 400'

0 200 400 800



DEPARTMENT OF PUBLIC WORKS
 505 S. IOWA STREET, SUITE 2000
 DES MOINES, IOWA 50319-0001
 PHONE: 515-281-5400
 FAX: 515-281-5401

PROJECT: PRELIMINARY ASSESSMENT PLAT
 2014 SIDEWALK IMPROVEMENT PROGRAM

LOCATION: VARIOUS LOCATIONS POLK COUNTY

DATE: 02-27-15

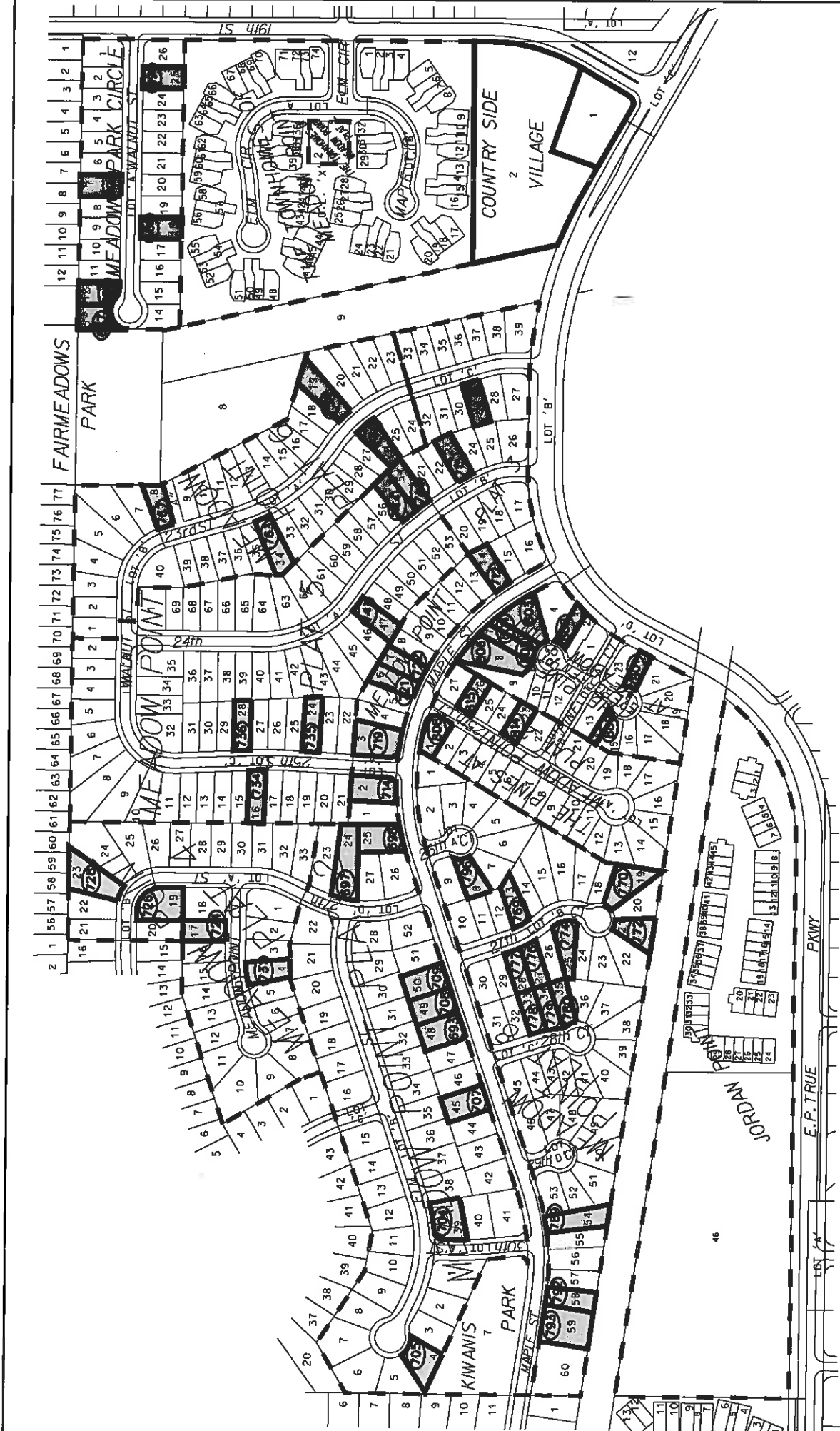
PROJECT REF: REF


ISSUED BY: REF

PROJECT NO. 0510-036-2014

SHEET 9 OF 13

- LEGEND**
- 2014 SIDEWALK PROGRAM BOUNDARY
 - ▬ PARCELS FOR SIDEWALK IMPROVEMENTS
 - - - SUBDIVISION BOUNDARY
 - ⊙ PROPERTY NUMBER

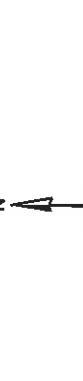



 DEPARTMENT OF PUBLIC WORKS
 DIVISION OF LAND MANAGEMENT
 100 S. BAY STREET, SUITE 200
 TALLAHASSEE, FLORIDA 32301-1000





PROJECT: PRELIMINARY ASSESSMENT PLAT
 2014 SIDEWALK IMPROVEMENT PROGRAM

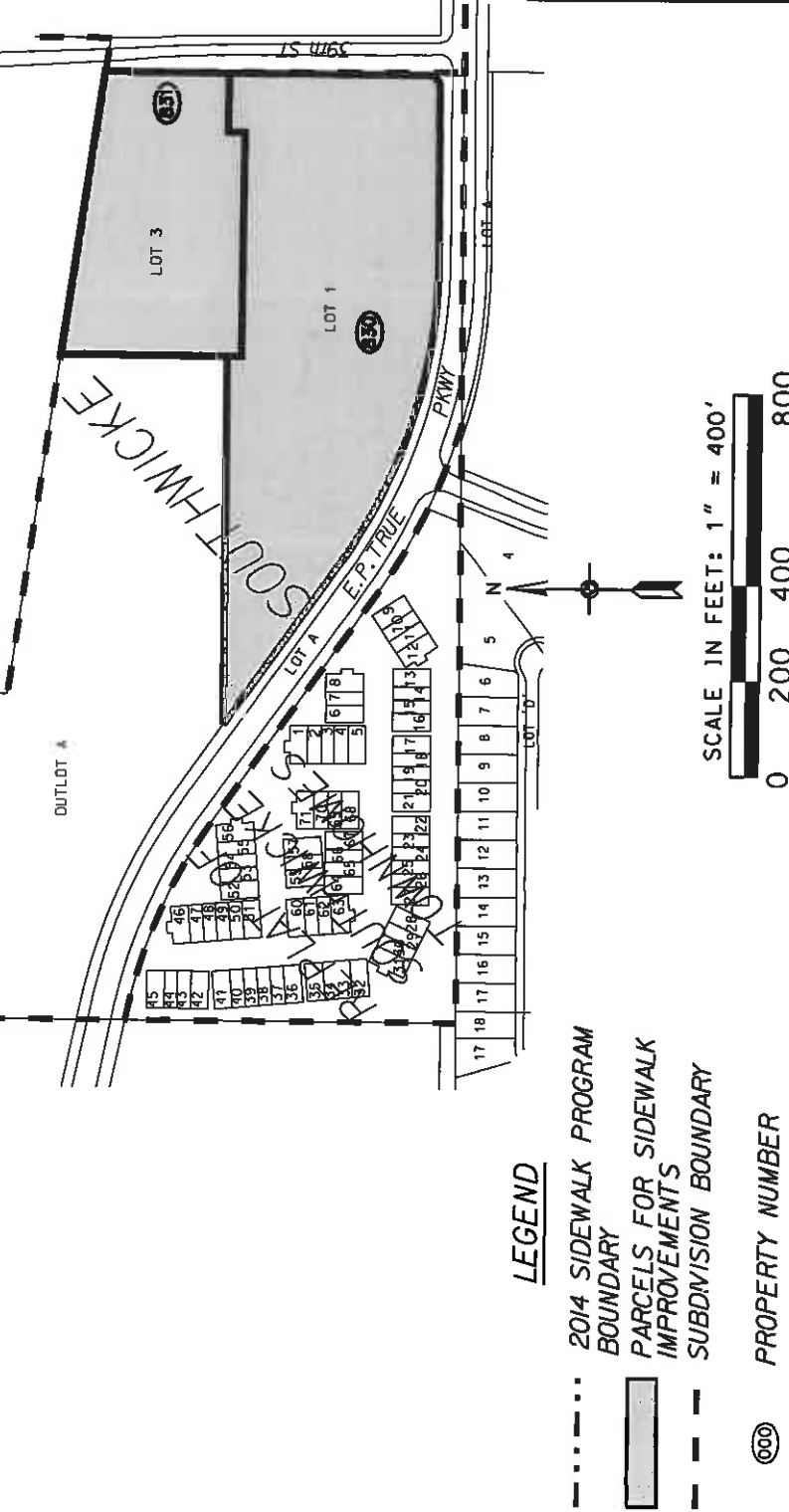
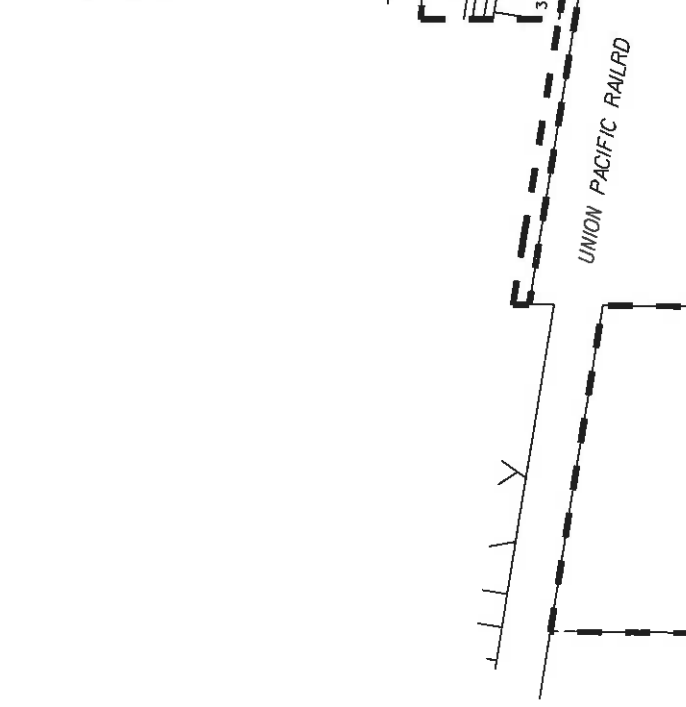
LOCATION: VARIOUS LOCATIONS FOLK COUNTY

SHEET NO. REF: SHEET 11 OF 13
 PROJECT NO. 0510-036-2014

SCALE IN FEET: 1" = 400'


LEGEND

-  2014 SIDEWALK PROGRAM BOUNDARY
-  PARCELS FOR SIDEWALK IMPROVEMENTS
-  SUBDIVISION BOUNDARY
-  PROPERTY NUMBER



- LEGEND**
- 2014 SIDEWALK PROGRAM BOUNDARY
 - ▭ PARCELS FOR SIDEWALK IMPROVEMENTS
 - - - SUBDIVISION BOUNDARY
 - ⊙ PROPERTY NUMBER

SCALE IN FEET: 1" = 400'

0 200 400 800

DEPARTMENT OF PUBLIC WORKS
 DIVISION OF ENGINEERING
 1001 S. GARDNER AVENUE, SUITE 200
 DES MOINES, IOWA 50319-0200
 PHONE: 515-281-5678

PROJECT: PRELIMINARY ASSESSMENT PLAT
 2014 SIDEWALK IMPROVEMENT PROGRAM

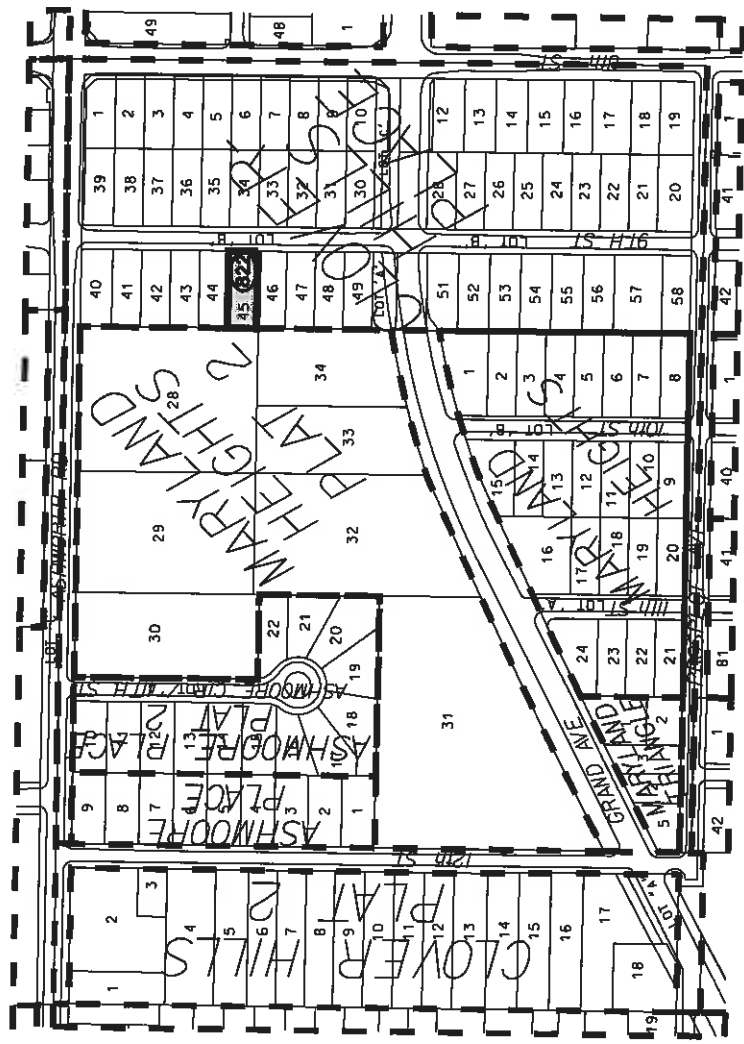
LOCATION: VARIOUS LOCATIONS FOLK COUNTY

DATE: 02-27-15

SCALE: 1" = 400'

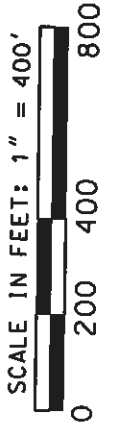
PROJECT NO. 0510-036-2014

SHEET 12 OF 13



LEGEND

- 2014 SIDEWALK PROGRAM BOUNDARY
- ▬ PARCELS FOR SIDEWALK IMPROVEMENTS
- - - SUBDIVISION BOUNDARY
- ⓪ PROPERTY NUMBER



	DEPARTMENT OF PUBLIC WORKS DIVISION OF ENGINEERING 100 S. BROADWAY ST. LOUIS, MO 63102-3000	DATE: 02-27-15 DRAWN BY:
	PROJECT: PRELIMINARY ASSESSMENT PLAT 2014 SIDEWALK IMPROVEMENT PROGRAM	SHEET NO.: 13 OF 13
LOCATION: VARIOUS LOCATIONS FOLK COUNTY		SCALE: 1" = 400' SHEET: 13 OF 13
SHEET NO.: REF	PROJECT NO.: 0510-036-2014	SHEET: 13 OF 13

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

Date: August 22, 2016

ITEM: Ordinance Amendment – Amend Title 9 (Zoning), Chapter 2 (Zoning Rules and Definitions), Chapter 14 (Accessory Structures), and Chapter 18 (Signs) to add a definition of “Flagpole” and establish regulations and performance standards pertaining to flagpoles – City Initiated – AO-003171-2016

Ordinance: Approval of First Reading

FINANCIAL IMPACT: Undetermined.

BACKGROUND: Development Services is requesting an amendment to the City Code, Title 9, *Zoning*, Chapter 2, *Zoning Rules and Definitions*, Chapter 14, *Accessory Structures* and Chapter 18, *Signs* to add a definition of “Flagpole” and establish regulations and performance standards pertaining to flagpoles. The proposed Ordinance Amendment is in response to a recent United States Supreme Court ruling on the content regulation of signs. Currently, the City considers a flag a means of communication, or a sign. Staff is recommending taking flagpoles out of the sign code and regulating them as a type of detached accessory structure, so that the flags themselves can be regulated separately. Related to this change, the definition for flags will be modified in the sign ordinance and the standards specific to flags, i.e., size, height, number of flags, etc. will be removed from the sign regulation matrix and moved to the accessory structures section.

There are many municipal buildings, i.e., schools, city buildings, etc. located in single family residential districts in West Des Moines. Current regulations allow only one flag pole in single family districts. Municipal buildings are often required to have three flags displayed, the United States, the State, and the jurisdiction’s flag. The legal department has pointed out that schools and government buildings cannot be treated differently from residential property if they have the same zoning classification. Thus, three flags cannot be allowed for an institutional use in a single family zoning district while a single family home is only allowed one flag. To accommodate the need for multiple flags to be displayed for municipal buildings and to allow posting of the U.S. flag at half-staff without the consequence of the secondary flags touching the ground when multiple flags are displayed on one pole, up to three flag poles are proposed to be allowed in all zoning districts. Staff researched and found that most cities do not even regulate flag poles. Staff has tried to identify logical parameters to enable installation and operation of the flags without encroachment on adjacent property by requiring a 10 foot setback for the poles and a minimum separation between poles. An exception is proposed that will allow flagpoles on properties zoned Valley Junction Historic Business (VJHB) District to have zero setbacks due to smaller lot sizes in this area and the zero building setback for the district.

Plan and Zoning Commission Action:

Vote: 6-0 approval. Commissioner Erickson absent

Date: August 15, 2016

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

OUTSTANDING ISSUES: There are no outstanding issues. The following items of interest are noted in the attached Plan and Zoning Commission report (see Exhibit I):

- Applicant’s Request
- City Council Subcommittee (*Development & Planning: July 5, 2016*)
- Staff Review and Comment
 -*Amendment Justification*
- Comprehensive Plan Consistency
- Noticing Information
- Staff Recommendation and Conditions of Approval

RECOMMENDATION: Based upon the preceding review and a finding of consistency with the Comprehensive Plan, the Plan and Zoning Commission recommends the City Council approve the first reading to amend City Code Title 9 (*Zoning*), Chapter 2 (*Zoning Rules and Definitions*), Section 2 (*Definitions*); Chapter 14 (*Accessory Structures*), Section 15 (*Variances*); Chapter 18 (*Signs*), Section 3 (*Definitions*), Section 16 (*Sign Regulations*) and Section 21 (*Sign Regulation Matrix*) to establish regulations and performance standards pertaining to flagpoles.

Lead Staff Member: Brian Portz *BP*

STAFF REVIEWS:

Department Director	<i>JAK</i>
Appropriations/Finance	<i>JD</i>
Legal	
Agenda Acceptance	<i>ATG</i>

PUBLICATION(S) (if applicable)

Published In	<i>Des Moines Register</i>	
Date(s) Published	August 5, 2016	
Letter sent to surrounding property owners	N/A	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Development and Planning		
Dates Reviewed	July 25, 2016		
Recommendation	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Split <input type="checkbox"/>

ATTACHMENTS:

- Exhibit I - Plan and Zoning Communication
- Attachment A - Plan and Zoning Commission Resolution
- Exhibit II - Proposed Ordinance

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

Meeting Date: August 15, 2016

Item: Ordinance Amendment – Amend Title 9 (Zoning), Chapter 2 (Zoning Rules and Definitions), Chapter 14 (Accessory Structures), and Chapter 18 (Signs) to add a definition of “Flagpole” and establish regulations and performance standards pertaining to flagpoles – City Initiated – AO-003171-2016

Request Action: Approval of an amendment to the ordinance

Case Advisor: Brian S. Portz, AICP *BP*

Applicant’s Request: Development Services is requesting an amendment to the City Code, Title 9, *Zoning*, Chapter 2, *Zoning Rules and Definitions*, Chapter 14, *Accessory Structures*) and Chapter 18, *Signs* to add a definition of “Flagpole” and establish regulations and performance standards pertaining to flagpoles. The proposed Ordinance Amendment is in response to a recent United States Supreme Court ruling on the content regulation of signs. Currently, the City considers a flag a means of communication, or a sign. Staff is recommending taking flagpoles out of the sign code and regulating them as a type of detached accessory structure, so that the flags themselves can be regulated separately. Related to this change, the definition for flags will be modified in the sign ordinance and the standards specific to flags, i.e., size, height, number of flags, etc. will be removed from the sign regulation matrix and moved to the accessory structures section.

City Council Subcommittee: This item was presented at the July 5, 2016 Development and Planning City Council Subcommittee meeting. The councilmembers were supportive of the proposed amendment.

Staff Review and Comment: There are no outstanding issues. Staff would note the following:

- **Amendment Justification:** There are many municipal buildings, i.e., schools, city buildings, etc. located in single family residential districts in West Des Moines. Current regulations allow only one flag pole in single family districts. Municipal buildings are often required to have three flags displayed, the United States, the State, and the jurisdiction’s flag. The legal department has pointed out that schools and government buildings cannot be treated differently from residential property if they have the same zoning classification. Thus, three flags cannot be allowed for an institutional use in a single family zoning district while a single family home is only allowed one flag. To accommodate the need for multiple flags to be displayed for municipal buildings and to allow posting of the U.S. flag at half-staff without the consequence of the secondary flags touching the ground when multiple flags are displayed on one pole, up to three flag poles are proposed to be allowed in all zoning districts. Staff researched and found that most cities do not even regulate flag poles. Staff has tried to identify logical parameters to enable installation and operation of the flags without encroachment on adjacent property by requiring a 10 foot setback for the poles and a minimum separation between poles. An exception is proposed that will allow flagpoles on properties zoned Valley Junction Historic Business (VJHB) District to have zero setbacks due to smaller lot sizes in this area and the zero building setback for the district.

Comprehensive Plan Consistency: The project has been reviewed for consistency with the Comprehensive Plan. Based upon that review, a finding has been made that the proposed project is consistent with the Comprehensive Plan in that the project is consistent with all of the goals and policies of the Comprehensive Plan and the land use map of the Comprehensive Plan.

Noticing Information: On August 5, 2016, notice of the August 15, 2016 Plan and Zoning Commission and August 22, 2016 City Council public hearings for this project was published in the *Des Moines Register*. No mail notices are required of City Code amendments.

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

RESOLUTION NO. PZC 16-048

A RESOLUTION OF THE PLAN AND ZONING COMMISSION OF THE CITY OF WEST DES MOINES, RECOMMENDING TO THE CITY COUNCIL THAT IT APPROVE AN ORDINANCE TO AMEND THE CITY CODE OF THE CITY OF WEST DES MOINES, IOWA 2014 BY AMENDING TITLE 9 (ZONING), CHAPTER 2 (ZONING RULES AND DEFINITIONS), SECTION 2 (DEFINITIONS), CHAPTER 14 (ACCESSORY STRUCTURES), SECTION 15 (VARIANCES) AND CHAPTER 18 (SIGNS), SECTION 3 (DEFINITIONS), SECTION 16 (SIGN REGULATIONS), AND SECTION 21 (SIGN REGULATION MATRIX) TO ESTABLISH REGULATIONS AND PERFORMANCE STANDARDS PERTAINING TO FLAGPOLES

WHEREAS, pursuant to the provisions of Title 9, Chapter 1 et seq, of the West Des Moines Municipal Code, Development Services staff requests an amendment to Amend Title 9 (Zoning), Chapter 2 (Zoning Rules and Definitions), Section 2 (Definitions) and Chapter 14 (Accessory Structures), Section 15 (Variances) and Chapter 18 (Signs), Section 3 (Definitions), Section 16 (Sign Regulations), and Section 21 (Sign Regulation Matrix) to establish regulations and performance standards pertaining to flagpoles;

WHEREAS, studies and investigations were made, and staff reports and recommendations were submitted which is made a part of this record and herein incorporated by reference;

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

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 August 15, 2016 or as amended orally at the Plan and Zoning Commission public hearing are adopted.


SECTION 2. AMENDMENT TO ORDINANCE (AO-003171-2016) is recommended to the City Council for approval, as stated in the staff report or as amended in the attached Exhibit A.

PASSED AND ADOPTED on August 15, 2016.



Chris Costa, Vice-Chairperson
Plan and Zoning Commission

ATTEST:



Karin Taylor
Recording Secretary

I HEREBY CERTIFY that the foregoing resolution was duly adopted by the Plan and Zoning Commission of the City of West Des Moines, Iowa, at a regular meeting held on August 15, 2016, by the following vote:


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

NAYS: -0-

ABSTENTIONS: -0-

ABSENT: Erickson

ATTEST:



Karin Taylor
Recording Secretary

EXHIBIT II

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

ORDINANCE NO.

AN ORDINANCE TO AMEND THE CITY CODE OF THE CITY OF WEST DES MOINES, IOWA 2014 BY AMENDING TITLE 9 (ZONING), CHAPTER 2 (ZONING RULES AND DEFINITIONS), SECTION 2 (DEFINITIONS); CHAPTER 14 (ACCESSORY STRUCTURES), SECTION 15 (VARIANCES); AND CHAPTER 18 (SIGNS), SECTION 3 (DEFINITIONS), SECTION 16 (SIGN REGULATIONS), AND SECTION 21 (SIGN REGULATION MATRIX) TO ESTABLISH REGULATIONS AND PERFORMANCE STANDARDS PERTAINING TO FLAGPOLES

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*, Section 2, *Definitions* is hereby amended by adding the italicized and bolded text in alphabetical order:

FLAG: Any fabric, banner, or bunting containing distinctive colors, lettering, patterns, or symbols.

FLAG POLE: A ground mounted independent structure, used to display a flag.

Section 2. Amendment. Title 9: *Zoning*, Chapter 14: *Accessory Structures*, Section 15, *Variances*, is hereby amended by deleting the highlighted strike-through text and adding the italicized and bolded text:

9-14-15: ~~VARIANCES~~ *FLAG POLES*

~~*Application for a variance of any of the above provisions shall be made to the board of adjustment in the manner provided in title 2 of this code.*~~

The following regulations shall apply to permanent flag poles. Temporary flags shall be regulated by the provisions in Chapter 18, Signs, under the temporary sign regulations.

A. *Bulk Requirements:*

- 1. Maximum Number of Flagpoles: 3 poles***
- 2. Pole Separation: eight (8) foot minimum separation between flagpoles or as needed to prevent flag overlap; ten (10) foot minimum separation from a building or as needed to prevent the flag from hitting the building.***
- 3. Maximum Height: thirty (30) feet, except in RC, CMC, and SC zoning districts the maximum height is forty (40) feet and in PCP, the maximum height is sixty (60) feet.***
- 4. Setback: Flag poles shall be set back a minimum of ten (10) feet from any property line, except that in in the VJHB zoning district no setback shall be required.***

Section 3. Amendment. Title 9: *Zoning*, Chapter 14: *Accessory Structures*, Section 16: *Variances* is hereby added by inserting the italicized and bolded language included below:

9-14-16: VARIANCES

Application for a variance of any of the above provisions shall be made to the board of adjustment in the manner provided in title 2 of this code.

Section 4. Amendment. Title 9: *Zoning*, Chapter 18: *Signs*, Section 3, *Definitions* is hereby amended by deleting the highlighted strike-through text and adding the italicized and bolded text:

FLAG: Any fabric, banner, or bunting containing distinctive colors, lettering, patterns, or symbols, ~~used as a symbol of a government, political subdivision, or other entity.~~

SIGN, BANNER: A temporary sign composed of lightweight material either enclosed in a rigid frame or not enclosed, secured or mounted to a structure on one or more edges. ~~National, state, or municipal flags, or the official flag of any institution or business shall not be considered a banner.~~ (See figure 4)

SIGN, PERMANENT: *any wall, ground, or other sign that is fixed, lasting, stable, enduring and intended to remain for an indefinite period of time.*

Section 5. Amendment. Title 9: *Zoning*, Chapter 18: *Signs*, Section 16: *Sign Regulations*, Subsection 'C': *Flags* is hereby amended by deleting the highlighted strike-through text and adding the italicized and bolded text:

C. Flags: *A maximum of three (3) flags shall be permitted on a flagpole.*

~~1. Flags of the United States, the state, the city, foreign nations having diplomatic relations with the United States, and other flags adopted or sanctioned by an elected legislative body of competent jurisdiction, must be flown in accordance with protocol established by the congress of the United States for the Stars and Stripes. Any flag not meeting any one or more of the regulations established in section 9-18-21 of this chapter shall be considered a banner sign and shall be subject to regulation as such.~~

~~2. A flag with a recognized corporate logo, the official design of an educational institution, or other organization must comply with the general provisions for flags and first obtain site plan and administrative approval. No permit would be required. No flag of a commercial nature may be flown in a residential zone, except an apartment complex may have one flag in addition to the Stars and Stripes and/or state flag.~~

~~3. Flag poles shall be set back from the property line one foot (1') for every one foot (1') of height, unless a hold harmless agreement addressing the height and location of the flagpole has been executed with the adjoining property owner(s) affected by a reduction. In no case shall a flagpole be located less than five feet (5') from the property line.~~

Section 6. Amendment. Title 9: *Zoning*, Chapter 18: *Signs*, Section 21: *Sign Regulation Matrix* is hereby amended by deleting the highlighted strike-through text:

SIGN REGULATION MATRIX A

Open Space/Agriculture (OS), Residential Estate (RE), Residential Single-Family (RS), Single-Family Residential (R-1)

Type Of Sign	Permit/ Approval	Maximum Number	Minimum Lot Frontage	Maximum Sign Area	Area Formula	Maximum Sign Height	Sign Setback	Other Requirements
Flags	None	1 pole/site	—	24 sq. ft.	A	25 ft.	Pole height	See "Sign Regulations"

SIGN REGULATION MATRIX B

Residential Medium Density (RM), Residential High Density (RH), and Manufactured Housing (MH)

Type Of Sign	Permit/ Approval	Maximum Number	Minimum Lot Frontage	Maximum Sign Area	Area Formula	Maximum Sign Height	Sign Setback	Other Requirements
Flags	None	3/site	-	24 sq. ft.	A	25 ft.	Pole height	See "Sign Regulations"

SIGN REGULATION MATRIX C

Regional Commercial (RC), Community Commercial (CMC), Support Commercial (SC), Warehouse Retail (WR)

Type Of Sign	Permit/ Approval	Maximum Number	Minimum Lot Frontage	Maximum Sign Area	Area Formula	Maximum Sign Height	Sign Setback	Other Requirements
Flags	SP	3/site	-	60 sq. ft.	A	40 ft.	Pole height	See "Sign Regulations"

SIGN REGULATION MATRIX D

Neighborhood Commercial (NC), Convenience Commercial (CVC), Valley Junction Commercial (VJC)

Type Of Sign	Permit/ Approval	Maximum Number	Minimum Lot Frontage	Maximum Sign Area	Area Formula	Maximum Sign Height	Sign Setback	Other Requirements
Flags	None	3/site	-	24 sq. ft.	A	25 ft.	Pole height	See "Sign Regulations"

SIGN REGULATION MATRIX E

Valley Junction Historic Business (VJHB)

Type Of Sign	Permit/ Approval	Maximum Number	Minimum Lot Frontage	Maximum Sign Area	Area Formula	Maximum Sign Height	Sign Setback	Other Requirements
Flags	SP	1 pole /site		24 sq. ft.	A	25 ft.	Pole height	See "Sign Regulations"

SIGN REGULATION MATRIX F

Industrial Park (IP), Light Industrial (LI), General Industrial (GI)

Type Of Sign	Permit/ Approval	Maximum Number	Minimum Lot Frontage	Maximum Sign Area	Area Formula	Maximum Sign Height	Sign Setback	Other Requirements
Flags	None	3/site		60 sq. ft.	A	40 ft.	Pole height	See "Sign Regulations"

SIGN REGULATION MATRIX G

Office (OF), Professional Commerce Park (PCP)

Type Of Sign	Permit/ Approval	Maximum Number	Minimum Lot Frontage	Maximum Sign Area	Area Formula	Maximum Sign Height	Sign Setback	Other Requirements
Flags (OF)	None	3/site	-	24 sq. ft.	A	25 ft. Pole height	Pole height	See "Sign Regulations"
Flags (PCP)	None	3/site	-	40 sq. ft.	A	60 ft. Pole height	Pole height	See "Sign Regulations"

Section 7. Repealer. All ordinances or parts of ordinances in conflict with the provision of this ordinance are hereby repealed.

Section 8. Savings Clause. If any section, provision, sentence, clause, phrase or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any provision, section, subsection, sentence, clause, phrase or part hereof not adjudged invalid or unconstitutional.

Section 9. Violations and Penalties. Any person who violates the provisions of this Ordinance upon conviction shall be punished as set forth in Section 1-4-1 of the City Code of the City of West Des Moines, Iowa.

Section 10. Other Remedies. In addition to the provisions set out in the Violations and Penalties Section herein, the City may proceed in law or equity against any person, firm or corporation for violation of any section or subsection of this Ordinance.

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

Passed by the City Council on the _____ day of _____, 2016, and approved this _____ day of _____, 2016.

Steven K. Gaer, Mayor

ATTEST:

Ryan T Jacobson
City Clerk

The foregoing Ordinance No. _____ was adopted by the Council for the City of West Des Moines, Iowa, on _____, 2016, and was published in the Des Moines Register on _____, 2016.

Ryan T. Jacobson
City Clerk

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

ITEM: Approval to execute a Development Agreement between Newport Building, LLC, INTL FCStone, Inc., ePATHUSA, Inc. and the City of West Des Moines **DATE: August 22, 2016**

RESOLUTION: Approval of Development Agreement

FINANCIAL IMPACT: Based on the recently amended Ashworth Corridor Urban Renewal Plan and the attached development agreement, the City anticipates providing incentives in the form of tax rebates, totaling approximately \$625,000, to the owners/tenants of a new building being constructed on Jordan Creek Parkway and Woodland Avenue. These costs will be funded by incremental property tax revenues generated by property within the Ashworth Corridor Urban Renewal Area.

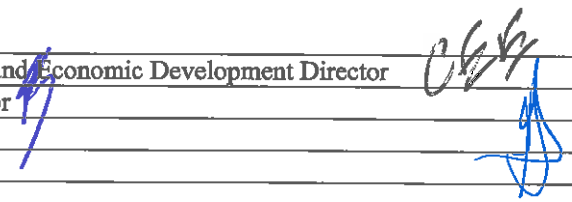
BACKGROUND: On August 8, 2016, the City Council amended the Ashworth Corridor Urban Renewal Plan to allow for tax rebates to be dispersed for eligible projects, such as the development agreement described herein. The development agreement outlines those actions required of each party before payment of the tax rebate is dispersed.

OUTSTANDING ISSUES: There are no outstanding issues.

RECOMMENDATION: Adopt the resolution approving the Development Agreement and authorizing the Presiding Officer to sign the Agreement on behalf of the City.

Lead Staff Member: Clyde E. Evans, AICP, Planner

STAFF REVIEWS

Department Director	Clyde Evans, Community and Economic Development Director	
Appropriations/Finance	Tim Stiles, Finance Director	
Legal		
Agenda Acceptance		

PUBLICATION(S) (if applicable)

Published In	Des Moines Register
Date(s) Published	August 12, 2016
Letter sent to surrounding property owners	N/A

SUBCOMMITTEE REVIEW (if applicable)

Committee	Finance & Administration		
Date Reviewed	February 17, 2016		
Recommendation	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Split <input type="checkbox"/>

ATTACHMENTS:

- Exhibit I - Development Agreement
- Exhibit II - Resolution

AGREEMENT FOR PRIVATE DEVELOPMENT

By and among

CITY OF WEST DES MOINES, IOWA

AND

NEWPORT BUILDING, LLC

AND

INTL FCSTONE INC.

AND

EPATHUSA, INC.

_____, 2016

AGREEMENT
FOR
PRIVATE DEVELOPMENT

THIS AGREEMENT FOR PRIVATE DEVELOPMENT ("Agreement"), is made on or as of the ____ day of _____, 2016, by and among the CITY OF WEST DES MOINES, IOWA, a municipality (the "City"), established pursuant to the Code of Iowa and acting under the authorization of Chapters 15A and 403 of the Code of Iowa, 2016, as amended ("Urban Renewal Act"), Newport Building, LLC, an Iowa limited liability company having offices for the transaction of business at 1225 Jordan Creek Parkway, Suite 200, West Des Moines, Iowa 50266 ("Developer"), INTL FCStone Inc., a Delaware corporation having offices for the transaction of business at 2829 Westown Parkway, Suite 100, West Des Moines, Iowa 50266 ("FCStone"), and ePATHUSA, Inc., an Iowa corporation having offices for the transaction of business at 6600 Westown Parkway, Suite 245, West Des Moines, Iowa 50266 ("ePATHUSA"). The City, Developer, FCStone, and ePATHUSA are the parties to this Agreement, and FCStone and ePATHUSA shall be collectively referred to as Tenants or individually as Tenant.

WITNESSETH:

WHEREAS, in furtherance of the objectives of the Urban Renewal Act, the City has undertaken a program for the development of an economic development area in the City and, in this connection, is engaged in carrying out urban renewal project activities in an area known as the Ashworth Corridor Urban Renewal Area (the "Urban Renewal Area"), which is described in the Urban Renewal Plan originally approved for such area by Resolution No. 09-11-02-10 on November 2, 2009, and amended by Resolution No. 16-07-25-07 on July 25, 2016; and

WHEREAS, a copy of the foregoing Urban Renewal Plan, as amended, has been or will be recorded among the land records in the office of the Recorder of Dallas County, Iowa; and

WHEREAS, Developer is the owner of certain real property located in the foregoing Urban Renewal Area and as more particularly described in Exhibit A attached hereto and made a part hereof (which property as so described is hereinafter referred to as the "Development Property"); and

WHEREAS, Developer shall build Minimum Improvements on the Development Property and enter into a separate lease agreement with each Tenant in which Developer will lease a portion of the Minimum Improvements to each Tenant and allow each Tenant to remain on the property to operate their businesses until at least the Termination Date of this Agreement; and

WHEREAS, Tenants shall operate their businesses at the Minimum Improvements on the Development Property and commit to hire and retain employees in the community; and

WHEREAS, the City believes that the development of the Development Property pursuant to this Agreement and the fulfillment of this Agreement are in the vital and best interests of the City and in accord with the public purposes and provisions of the applicable State and local laws and requirements under which the foregoing project has been undertaken and is being assisted.

NOW, THEREFORE, in consideration of the promises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

ARTICLE I. DEFINITIONS

Section 1.1. Definitions. In addition to other definitions set forth in this Agreement, all capitalized terms used and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

Agreement means this Agreement and all exhibits and appendices hereto, as the same may be from time to time modified, amended or supplemented.

Annual Certification means the certifications that the Developer and Tenants must complete and submit to the City each year as described in Section 6.7 of this Agreement and attached as Exhibits F-1, F-2, and F-3.

Area or Urban Renewal Area shall mean the area known as the Ashworth Corridor Urban Renewal Area, as amended.

Ashworth Corridor Urban Renewal Tax Increment Revenue Fund means the special fund of the City created under the authority of Section 403.19(2) of the Code and the Ordinance, which fund will be created in order to pay the principal of and interest on loans, monies advanced to or indebtedness, whether funded, refunded, assumed or otherwise, including bonds or other obligations issued under the authority of Chapters 15A, 403 or 384 of the Code, incurred by the City to finance or refinance in whole or in part projects undertaken pursuant to the Urban Renewal Plan for the Urban Renewal Area.

Certificate of Completion means a certification in the form of the certificate attached hereto as Exhibit C and hereby made a part of this Agreement.

City means the City of West Des Moines, Iowa, or any successor to its functions.
Code means the Code of Iowa, 2015, as amended.

Commencement Date means the date of this Agreement.

Construction Plans means the plans, specifications, drawings and related documents reflecting the construction work to be performed by the Developer on the Development Property; the Construction Plans shall be as detailed as the plans, specifications, drawings and related documents which are submitted to the building inspector of the City as required by applicable City codes.

Developer means Newport Building, LLC, an Iowa limited liability company, and each assignee that assumes in writing all of the obligations of the Developer under this Agreement with the written consent of the City as provided in Section 7.1 of this Agreement.

Development Property means that portion of the Ashworth Corridor Urban Renewal Area described in Exhibit A.

Economic Development Grants means the payments to be made by the City to Developer under Article VIII of this Agreement.

ePATHUSA Lease means the lease agreement between ePATHUSA and Developer related to ePATHUSA leasing approximately 4542 square feet of the Minimum Improvements from Developer, and Developer remitting ePATHUSA's proportionate share (6.056%) of the Economic Development Grants to ePATHUSA as necessary to satisfy the City's local match described in the ePATHUSA State Agreement, all as described in this Agreement.

ePATHUSA State Agreement means the Economic Development Assistance Contract made through the High Quality Jobs Program by and among ePATHUSA, Inc., the City of West Des Moines and the Iowa Economic Development Authority, a copy of which will be attached hereto as Exhibit G-1 upon execution by the parties.

Event of Default or Default means any of the events described in Section 11.1 of this Agreement that have continued beyond applicable notice and cure periods.

FCStone Lease means the lease agreement between FCStone and Developer related to FCStone leasing approximately 25,677 square feet of the Minimum Improvements from Developer, and Developer remitting FCStone's proportionate share (34.23%) of the Economic Development Grants to FCStone as necessary to satisfy the

City's local match described in the FCStone State Agreement, all as described in this Agreement.

FCStone State Agreement means the Economic Development Assistance Contract made through the High Quality Jobs Program by and among INTL FCStone Inc., the City of West Des Moines and the Iowa Economic Development Authority, a copy of which will be attached hereto as Exhibit G-2 upon execution by the parties.

First Mortgage means any Mortgage granted to secure any loan made pursuant to either a mortgage commitment obtained by Developer from a commercial lender or other financial institution to fund any portion of the construction costs and initial operating capital requirements of the Minimum Improvements or all such Mortgages as appropriate.

Forgivable Loan means the forgivable loan to be made to ePATHUSA under Article IX of this Agreement, which, together with the No Interest Loan and ePATHUSA's proportionate share of the Economic Development Grants, shall act as the local community match for incentives received by ePATHUSA under the ePATHUSA State Agreement.

Full-Time Equivalent Employment Unit means the employment of one person:

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

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

Minimum Improvements means the construction of an approximately 75,000 square foot building and related improvements, as more particularly described in Exhibit B to this Agreement.

Mortgage means any mortgage or security agreement in which Developer has granted a mortgage or other security interest in the Development Property, or any portion or parcel thereof, or any improvements constructed thereon.

Net Proceeds means any proceeds paid by an insurer to Developer, FCStone, or ePATHUSA under a policy or policies of insurance required to be provided and maintained by Developer or a Tenant pursuant to Article V of this Agreement and remaining after deducting all expenses (including fees and disbursements of counsel) incurred in the collection of such proceeds.

Newport Building TIF Account means a separate account within the Ashworth Corridor Urban Renewal Tax Increment Revenue Fund of the City in which Tax Increments received by the City with respect to the Minimum Improvements and the Development Property shall be deposited.

No Interest Loan means the zero percent interest loan to be made by the City to ePATHUSA under Article IX of this Agreement, which, together with the Forgivable Loan and ePATHUSA's proportionate share of the Economic Development Grants, shall act as the local community match for incentives received by ePATHUSA under the ePATHUSA State Agreement.

Ordinance means the ordinance under which the taxes levied on the taxable property in the Urban Renewal Area shall be divided and a portion paid into the Ashworth Corridor Urban Renewal Tax Increment Revenue Fund.

Project shall mean the construction and operation of the Minimum Improvements on the Development Property and the creation and maintenance of jobs, as described in this Agreement.

State means the State of Iowa.

Tax Increments means the property tax revenues on the Minimum Improvements and Development Property divided and made available to the City for deposit in the Newport Building TIF Account of the Ashworth Corridor Urban Renewal Tax Increment Revenue Fund under the provisions of Section 403.19 of the Code, as amended, and the Ordinance.

Tenants mean INTL FCStone Inc. and ePATHUSA, Inc., collectively.

Termination Date means the date of termination of this Agreement, as established in Section 12.8 of this Agreement.

Unavoidable Delays means delays resulting from acts or occurrences outside the reasonable control of the party claiming the delay including but not limited to storms, floods, fires, explosions or other casualty losses, unusual weather conditions, strikes, boycotts, lockouts or other labor disputes, delays in transportation or delivery of material or equipment, litigation commenced by third parties, or the acts of any federal, State or local governmental unit (other than the City, with respect to a City-claimed delay).

Urban Renewal Plan means the Urban Renewal Plan, as amended, approved with respect to the Ashworth Corridor Urban Renewal Area, described in the preambles hereof.

ARTICLE II. REPRESENTATIONS AND WARRANTIES

Section 2.1. Representations and Warranties of the City. The City makes the following representations and warranties:

a. The City is a municipal corporation and municipality organized under the provisions of the Constitution and the laws of the State and has the power to enter into this Agreement and carry out its obligations hereunder.

b. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a breach of, the terms, conditions or provisions of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the City is now a party or by which it is bound, nor do they constitute a default under any of the foregoing.

c. All covenants, stipulations, promises, agreements, and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements, and obligations of the City, and not of any governing body member, officer, agent, servant or employee of the City in the individual capacity thereof.

Section 2.2. Representations and Warranties of Developer. Developer makes the following representations and warranties:

a. Newport Building, LLC is an Iowa limited liability company, duly organized and validly existing under the laws of the State of Iowa, and it has all requisite power and authority to own and operate its properties, to carry on its business as now conducted and as presently proposed to be conducted, and to enter into and perform its obligations under the Agreement.

b. This Agreement has been duly and validly authorized, executed and delivered by Developer and, assuming due authorization, execution and delivery by the City and Tenants, is in full force and effect and is a valid and legally binding instrument of Developer enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally.

c. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a violation or breach of, the terms, conditions or provisions of the governing documents of Developer or of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which Developer is now a party or by which it or its property is bound, nor do they constitute a default under any of the foregoing.

d. There are no actions, suits or proceedings pending or threatened against or affecting Developer in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business (present or prospective), financial position or results of operations of Developer or which in any manner raises any questions affecting the validity of the Agreement or Developer's ability to perform its obligations under this Agreement.

e. Developer has not received any notice from any local, State or federal official that the activities of Developer or Tenants with respect to the Development Property may or will be in violation of any environmental law or regulation (other than those notices, if any, of which the City has previously been notified in writing). Developer is not currently aware of any State or federal claim filed or planned to be filed by any party relating to any violation of any local, State or federal environmental law, regulation or review procedure applicable to the Development Property, and Developer is not currently aware of any violation of any local, State or federal environmental law, regulation or review procedure which would give any person a valid claim under any State or federal environmental statute with respect thereto.

f. Developer shall cooperate with the City in resolution of any traffic, parking, trash removal or public safety problems which may arise in connection with the construction and operation of the Minimum Improvements.

g. Developer shall cause the Minimum Improvements to be constructed in accordance with the terms of this Agreement, the Urban Renewal Plan, and all local, State, and federal laws and regulations.

h. Developer shall obtain or cause to be obtained, in a timely manner, all required permits, licenses, and approvals, and shall meet, in a timely manner, all requirements of all applicable local, State, and federal laws and regulations which must be obtained or met before the Minimum Improvements may be lawfully constructed.

i. It is anticipated that the construction of the Minimum Improvements will require a total investment of not less than \$11,780,000.

j. Developer has sufficient cash to successfully complete the Minimum Improvements in accordance with the Construction Plans contemplated in this Agreement.

k. Developer expects that, barring Unavoidable Delays, the Minimum Improvements will be completed by April 1, 2017.

l. The FCStone Lease grants FCStone the right to occupy approximately 25,677 square feet of the Minimum Improvements on the Development Property owned by Developer until at least the Termination Date (subject to FCStone being in compliance with the lease and not exercising any early termination option) and obligates the Developer to pay FCStone's proportionate share (34.23%) of the Economic Development Grants it receives to FCStone as necessary to satisfy the City's local match described in the FCStone State Agreement, all subject to the terms and conditions of the lease.

m. The ePATHUSA Lease grants ePATHUSA the right to occupy approximately 4542 square feet of the Minimum Improvements on the Development Property owned by Developer until at least the Termination Date (subject to ePATHUSA being in compliance with the lease and not exercising any early termination option) and obligates the Developer to pay ePATHUSA's proportionate share (6.056%) of the Economic Development Grants it receives to ePATHUSA as necessary to satisfy the City's local match described in the ePATHUSA State Agreement, all subject to the terms and conditions of the lease.

n. Developer would not undertake its obligations under this Agreement without the payment by the City of the Economic Development Grants being made to Developer pursuant to this Agreement.

Section 2.3. Representations and Warranties of FCStone. FCStone makes the following representations and warranties:

a. FCStone is a Delaware corporation duly organized and validly existing under the laws of the State of Delaware, and has all requisite power and authority to own and operate its properties, to carry on its business as now conducted and as presently

proposed to be conducted, and to enter into and perform its obligations under the Agreement.

b. This Agreement has been duly and validly authorized, executed and delivered by FCStone and, assuming due authorization, execution and delivery by the City, Developer, and ePATHUSA is in full force and effect and is a valid and legally binding instrument of FCStone enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally.

c. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a violation or breach of, the terms, conditions or provisions of the governing documents of FCStone or of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which FCStone is now a party or by which it or its property is bound, nor do they constitute a default under any of the foregoing.

d. There are no actions, suits or proceedings pending or threatened against or affecting FCStone in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business (present or prospective), financial position or results of operations of FCStone or which in any manner raises any questions affecting the validity of the Agreement or FCStone's ability to perform its obligations under this Agreement.

e. FCStone will occupy approximately 25,677 square feet of the Minimum Improvements on the Development Property and maintain its business operations and add and retain employees at the Minimum Improvements until at least the Termination Date, subject to the terms and conditions of the FCStone Lease.

f. FCStone has not received any notice from any local, State or federal official that the activities of Developer or FCStone with respect to the Development Property may or will be in violation of any environmental law or regulation (other than those notices, if any, of which the City has previously been notified in writing). FCStone is not currently aware of any State or federal claim filed or planned to be filed by any party relating to any violation of any local, State or federal environmental law, regulation or review procedure applicable to the Development Property, and FCStone is not currently aware of any violation of any local, State or federal environmental law, regulation or review procedure which would give any person a valid claim under any State or federal environmental statute with respect thereto.

g. FCStone will cooperate with the City in resolution of any traffic, parking, trash removal or public safety problems which may arise in connection with the construction and operation of the Minimum Improvements.

h. FCStone would not undertake its obligations under this Agreement without the payment by the City of the Economic Development Grants being made to Developer pursuant to this Agreement.

Section 2.4. Representations and Warranties of ePATHUSA. ePATHUSA makes the following representations and warranties:

a. ePATHUSA is an Iowa corporation duly organized and validly existing under the laws of the State of Iowa, and has all requisite power and authority to own and operate its properties, to carry on its business as now conducted and as presently proposed to be conducted, and to enter into and perform its obligations under the Agreement.

b. This Agreement has been duly and validly authorized, executed and delivered by ePATHUSA and, assuming due authorization, execution and delivery by the City, Developer, and FCStone is in full force and effect and is a valid and legally binding instrument of ePATHUSA enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally.

c. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a violation or breach of, the terms, conditions or provisions of the governing documents of ePATHUSA or of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which ePATHUSA is now a party or by which it or its property is bound, nor do they constitute a default under any of the foregoing.

d. There are no actions, suits or proceedings pending or threatened against or affecting ePATHUSA in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business (present or prospective), financial position or results of operations of ePATHUSA or which in any manner raises any questions affecting the validity of the Agreement or ePATHUSA's ability to perform its obligations under this Agreement.

e. ePATHUSA shall cause tenant improvements to be made to the Minimum Improvements that will require a total investment by ePATHUSA of at least \$205,000.

f. ePATHUSA will occupy approximately 4542 square feet of the Minimum Improvements on the Development Property and maintain its business operations and add and retain employees at the Minimum Improvements until at least the Termination Date, subject to the terms and conditions of the ePATHUSA Lease.

g. ePATHUSA has not received any notice from any local, State or federal official that the activities of Developer or ePATHUSA with respect to the Development Property may or will be in violation of any environmental law or regulation (other than those notices, if any, of which the City has previously been notified in writing). ePATHUSA is not currently aware of any State or federal claim filed or planned to be filed by any party relating to any violation of any local, State or federal environmental law, regulation or review procedure applicable to the Development Property, and ePATHUSA is not currently aware of any violation of any local, State or federal environmental law, regulation or review procedure which would give any person a valid claim under any State or federal environmental statute with respect thereto.

h. ePATHUSA will cooperate with the City in resolution of any traffic, parking, trash removal or public safety problems which may arise in connection with the construction and operation of the Minimum Improvements.

i. ePATHUSA would not undertake its obligations under this Agreement without the grant by the City of the Forgivable Loan and the No Interest Loan being made to ePATHUSA pursuant to this Agreement.

ARTICLE III. CONSTRUCTION OF MINIMUM IMPROVEMENTS

Section 3.1. Construction of Minimum Improvements. Developer agrees that it will cause the Minimum Improvements to be constructed on the Development Property in conformance with the Construction Plans submitted to the City in accordance with Section 3.2 below. Developer agrees that the scope and scale of the Minimum Improvements to be constructed shall not be significantly less than the scope and scale of the Minimum Improvements as detailed and outlined in the Construction Plans, the construction of which is anticipated to require a total investment of not less than \$11,780,000 in construction costs.

Section 3.2. Construction Plans. Developer shall cause Construction Plans to be developed for the Minimum Improvements, which shall be subject to approval by the City as provided in this Section 3.2, and which approval shall not be unreasonably withheld, conditioned or delayed. The Construction Plans shall be in conformity with the

Urban Renewal Plan, this Agreement, and all applicable State and local laws and regulations. The City shall approve the Construction Plans in writing if: (i) the Construction Plans conform to the terms and conditions of this Agreement; (ii) the Construction Plans conform to the terms and conditions of the Urban Renewal Plan; (iii) the Construction Plans conform to all applicable federal, State and local laws, ordinances, rules and regulations, and City permit requirements; (iv) the Construction Plans are adequate for purposes of this Agreement to provide for the construction of the Minimum Improvements; and (v) no Event of Default under the terms of this Agreement has occurred and is continuing beyond applicable notice and cure periods; provided, however, that any such approval of the Construction Plans pursuant to this Section 3.2 shall constitute approval for the purposes of this Agreement only and shall not be deemed to constitute approval or waiver by the City with respect to any building, fire, zoning or other ordinances or regulations of the City, and shall not be deemed to be sufficient plans to serve as the basis for the issuance of a building permit if the Construction Plans are not as detailed or complete as the plans otherwise required for the issuance of a building permit. The site plans submitted to the building official of the City for the Development Property and the surrounding areas where the Minimum Improvements are to be constructed shall be adequate to serve as the Construction Plans, if such site plans are approved by the building official.

Approval of the Construction Plans by the City shall not relieve any obligation to comply with the terms and provisions of this Agreement, or the provision of applicable federal, State and local laws, ordinances and regulations.

Approval of Construction Plans hereunder is solely for purposes of this Agreement, and shall not constitute approval for any other City purpose nor subject the City to any liability for the Minimum Improvements as constructed.

Section 3.3. Commencement and Completion of Construction. Subject to Unavoidable Delays, Developer shall cause construction of the Minimum Improvements to be undertaken and completed: (i) by no later than April 1, 2017; or (ii) by such other date as the parties shall mutually agree upon in writing. Time lost as a result of Unavoidable Delays shall be added to extend this date by a number of days equal to the number of days lost as a result of Unavoidable Delays. All work with respect to the Minimum Improvements shall be in conformity with the Construction Plans approved by the building official or any amendments thereto as may be approved by the building official.

Developer and Tenants agree that they shall permit designated representatives of the City, upon reasonable notice (which does not have to be written), to enter upon the Development Property during the construction of the Minimum Improvements to inspect

such construction and the progress thereof, subject to Developer's rules and regulations for the construction site.

Section 3.4. Certificate of Completion. Within fifteen (15) business days after written request by Developer and after issuance of an occupancy permit for the Minimum Improvements, the City will furnish Developer with a Certificate of Completion in recordable form, in substantially the form set forth in Exhibit C attached hereto. Such Certificate of Completion shall be a conclusive determination of satisfactory termination of the covenants and conditions of this Agreement with respect to the obligations of Developer to cause construction of the Minimum Improvements.

The Certificate of Completion may be recorded in the Dallas County Recorder's Office at Developer's sole expense. If the City shall refuse or fail to provide a Certificate of Completion in accordance with the provisions of this Section 3.4, the City shall, within such fifteen (15) business day period, instead provide a written statement indicating in what respects Developer has failed to complete the Minimum Improvements in accordance with the provisions of this Agreement, or is otherwise in default under the terms of this Agreement, and what measures or acts it will be necessary, in the opinion of the City, for Developer to take or perform in order to obtain such Certificate of Completion.

ARTICLE IV. STATE AGREEMENTS

Section 4.1 Grants from the Iowa Economic Development Authority. Tenants have been awarded grants from the Iowa Economic Development Authority through the High Quality Jobs Program. The incentives provided under this Agreement are intended to, among other things, constitute the local community match that will be described in the respective State Agreements.

- a. The ePATHUSA State Agreement, after being executed by ePATHUSA, City and State, will be attached as Exhibit G-1 to this Agreement. The ePATHUSA Lease shall contain a provision requiring Developer to remit ePATHUSA's proportionate share (6.056%) of any Economic Development Grants received from the City under this Agreement to ePATHUSA as necessary to satisfy the City's local match described in the ePATHUSA State Agreement. The failure of the ePATHUSA or State to execute the ePATHUSA State Agreement and/or the failure of ePATHUSA or Developer to execute the ePATHUSA Lease, prior to the payment of the first Economic Grant hereunder, shall be an Event of Default. Likewise, the failure of the Developer to remit the local match (6.056% of each Economic

Development Grant) to the ePATHUSA under the terms of the ePATHUSA Lease as described herein shall be an Event of Default hereunder.

- b. The FCStone State Agreement, after being executed by FCStone, City and State, will be attached as Exhibit G-2 to this Agreement. The FCStone Lease shall contain a provision requiring Developer to remit FCStone's proportionate share (34.23%) of any Economic Development Grants received from the City under this Agreement to FCStone as necessary to satisfy the City's local match described in the FCStone State Agreement. The failure of the FCStone or State to execute the FCStone State Agreement and/or the failure of FCStone or Developer to execute the FCStone Lease, prior to the payment of the first Economic Grant hereunder, shall be an Event of Default. Likewise, the failure of the Developer to remit the local match (34.23% of each Economic Development Grant) to FCStone under the terms of the FCStone Lease as described herein shall be an Event of Default hereunder

Section 4.2 Repayment.

- a. Should the City fail to perform under the ePATHUSA State Agreement due to an Event of Default by the Developer or ePATHUSA under this Agreement or another separate agreement entered into between the parties, or by ePATHUSA under the ePATHUSA State Agreement, then the Developer or ePATHUSA (whichever party caused the Event of Default) shall indemnify and hold the City harmless from any loss, including repayment of any grant monies, arising out of or related to the City's failure to fulfill the terms of the ePATHUSA State Agreement.
- b. Should the City fail to perform under the FCStone State Agreement due to an Event of Default by the Developer or FCStone under this Agreement or another separate agreement entered into between the parties, or by FCStone under the FCStone State Agreement, then the Developer or FCStone (whichever party caused the Event of Default) shall indemnify and hold the City harmless from any loss, including repayment of any grant monies, arising out of or related to the City's failure to fulfill the terms of the FCStone State Agreement

ARTICLE V. INSURANCE

Section 5.1. Insurance Requirements.

a. Developer will provide and maintain or cause to be maintained at all times during the process of constructing the Minimum Improvements (and, from time to time at the request of the City, furnish the City with proof of coverage or payment of premiums on):

i. Builder's risk insurance, written on the so-called "Builder's Risk-Completed Value Basis," in an amount equal to the full replacement cost of the Minimum Improvements, and with coverage available in non-reporting form on the so-called "all risk" form of policy.

ii. Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations, and contractual liability insurance) with limits against bodily injury and property damage of at least \$1,000,000 for each occurrence. The City shall be named as an additional insured for the City's liability or loss arising out of or in any way associated with the project and arising out of any act, error, or omission of Developer or Tenant, or either entity's directors, officers, shareholders, contractors, and subcontractors or anyone else for whose acts the City may be held responsible (with coverage to the City at least as broad as that which is provided to Developer and Tenant and not lessened or avoided by endorsement). The policy shall contain a "severability of interests" clause and provide primary insurance over any other insurance maintained by the City.

iii. Workers' compensation insurance with at least statutory coverage.

b. Upon completion of construction of the Minimum Improvements and at all times prior to the Termination Date, Developer and/or Tenants (as determined by the applicable lease) shall maintain or cause to be maintained, at its cost and expense (and from time to time at the request of the City shall furnish proof of coverage or the payment of premiums on), insurance as follows:

i. Insurance against loss and/or damage to the Minimum Improvements under a policy or policies covering such risks as are ordinarily insured against by similar businesses, including (without limitation the generality of the foregoing) fire, extended coverage, vandalism and malicious mischief, explosion, water damage, demolition cost, debris removal, and collapse in an amount not less than the full insurable replacement value of the Minimum Improvements, but any such policy may have a deductible amount of not more than \$100,000. No policy of insurance shall be so written that the proceeds thereof will produce less than the minimum coverage required by the preceding sentence, by reason of co-insurance provisions or otherwise, without the

prior consent thereto in writing by the City. The term "full insurable replacement value" shall mean the actual replacement cost of the Minimum Improvements (excluding foundation and excavation costs and costs of underground flues, pipes, drains, and other uninsurable items) and equipment, and shall be determined from time to time at the request of the City, but not more frequently than once every three years, by an insurance consultant or insurer selected and paid for by Developer or Tenants and approved by the City.

ii. Comprehensive general public liability insurance, including personal injury liability for injuries to persons and/or property, including any injuries resulting from the operation of automobiles or other motorized vehicles on or about the Development Property, in the minimum amount for each occurrence and for each year of \$1,000,000.

iii. Such other insurance, including workers' compensation insurance respecting all employees of Developer and Tenants, in such amount as is customarily carried by like organizations engaged in like activities of comparable size and liability exposure; provided that Developer or Tenants may be self-insured with respect to all or any part of its liability for workers' compensation.

c. All insurance required by this Article V to be provided prior to the Termination Date shall be taken out and maintained in responsible insurance companies selected by Developer and/or Tenants (as determined by the applicable lease), which are authorized under the laws of the State to assume the risks covered thereby. Developer and/or Tenants will deposit annually with the City copies of policies evidencing all such insurance, or a certificate or certificates or binders of the respective insurers stating that such insurance is in force and effect. Unless otherwise provided in this Article V, each policy shall contain a provision that the insurer shall not cancel it without giving written notice to the City at least thirty (30) days (ten (10) days in the case of non-payment of premium) before the cancellation becomes effective. Within ten (10) days of being notified of any modification to the policy by the insurer that would cause a party's coverage to be less than the minimum requirements as set forth in this Agreement, the Developer or Tenants will provide written notice to the City of the modification. Within fifteen (15) days after the expiration of any policy, Developer or Tenants shall furnish the City evidence satisfactory to the City that the policy has been renewed or replaced by another policy conforming to the provisions of this Article V, or that there is no necessity therefor under the terms hereof. In lieu of separate policies, Developer or Tenants may maintain a single policy, or blanket or umbrella policies, or a combination thereof, which provide the total coverage required herein, in which event Developer or Tenants shall deposit with the City a certificate or certificates of the respective insurers as to the amount of coverage in force upon the Minimum Improvements.

d. Developer and Tenants agree to notify the City immediately in the case of damage exceeding \$500,000 in amount to, or destruction of, the Minimum Improvements or any portion thereof resulting from fire or other casualty. Net Proceeds of any such insurance shall be paid directly to Developer, and Developer will forthwith repair, reconstruct, and restore the Minimum Improvements to substantially the same or an improved condition or value as they existed prior to the event causing such damage and, to the extent necessary to accomplish such repair, reconstruction and restoration, Developer or Tenants will apply the Net Proceeds of any insurance relating to such damage received by Developer or Tenants to the payment or reimbursement of the costs thereof.

e. Developer shall complete the repair, reconstruction, and restoration of the Minimum Improvements, whether or not the Net Proceeds of insurance received by Developer or Tenants for such purposes are sufficient.

ARTICLE VI. FURTHER COVENANTS OF DEVELOPER/TENANTS

Section 6.1. Maintenance of Development Property. Developer and/or Tenants, as provided in the applicable lease, will maintain, preserve, and keep the Development Property (whether owned in fee or a leasehold interest), including but not limited to the Minimum Improvements, in good repair and working order, ordinary wear and tear excepted, and from time to time will make all necessary repairs, replacements, renewals, and additions.

Section 6.2. Maintenance of Records. Developer and Tenants will keep at all times proper books of record and account in which full, true, and correct entries will be made of all dealings and transactions of or in relation to the business and affairs of Developer and Tenants relating to this Project, and Developer and Tenants will provide reasonable protection against loss or damage to such books of record and account.

Section 6.3. Compliance with Laws. Developer and Tenants, at such time as each party has possession and control of the Development Property, will comply with all state, federal and local laws, rules and regulations relating to the Minimum Improvements and Development Property.

Section 6.4. Non-Discrimination. In the construction and operation of the Minimum Improvements, Developer and Tenants, each for themselves, shall not discriminate against any applicant, employee or tenant because of age, color, creed, national origin, race, religion, marital status, sex, physical disability, or familial status. Developer and Tenants shall each for themselves, ensure that applicants, employees, and tenants are considered and are treated without regard to their age, color, creed, national origin, race, religion, marital status, sex, physical disability, or familial status.

Section 6.5 Available Information. Upon request, Developer and Tenants shall promptly provide the City with copies of information reasonably requested by City that are related to this Agreement so that City can determine compliance with the Agreement.

Section 6.6 Employment.

- a. ePATHUSA shall employ at least a Monthly Average of 10 Full-Time Equivalent Employment Units at the Minimum Improvements from April 1, 2017 through June 30, 2019. ePATHUSA shall hire and employ at least an additional 5 Full-Time Equivalent Employment Units at the Minimum Improvements no later than July 1, 2019 and shall employ at least a Monthly Average of 15 Full-Time Equivalent Employment Units at the Minimum Improvements from July 1, 2019 through the Termination Date. See Exhibit E-1 for schedule of employee obligations.
- b. FCStone shall employ at least a Monthly Average of 93 Full-Time Equivalent Employment Units at the Minimum Improvements from April 1, 2017 through December 30, 2018. FCStone shall hire and employ at least an additional 50 Full-Time Equivalent Employment Units at the Minimum Improvements no later than December 31, 2018 and shall employ at least a Monthly Average of 143 Full-Time Equivalent Employment Units at the Minimum Improvements from December 31, 2018 through the Termination Date. See Exhibit E-2 for schedule of employee obligations.

"Monthly Average" means the average number of Full-Time Equivalent Employment Units employed as of October 1 of each year and as of the first day of each of the preceding months as shown in the Tenants' Annual Certifications in Exhibits F-2 and F-3.

Section 6.7 Annual Certification. To assist the City in monitoring the Agreement and performance of Developer and Tenants hereunder, duly authorized officers of Developer and Tenants, as applicable, shall provide Annual Certifications to the City.

Until such time as Developer is released from its obligations hereunder, Developer shall annually provide to the City: (i) the date of the first full assessment of the Minimum Improvements, the fully assessed value, and the current assessed value; (ii) certification that the Developer has remitted the proportionate share of each prior Economic Development Grant to the Tenants consistent with the Agreement; and (iii) certification that such officer is familiar with the terms and provisions of this Agreement and that at the date of such certification, there is no Event of Default by Developer

hereunder, or if the signer is aware of any such Event of Default, said officer shall disclose in such statement the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect thereto.

Tenants shall annually provide to the City (i) certifications of the number of Full-Time Equivalent Employment Units as of October 1 and as of the first day of each of the preceding eleven (11) months; and (ii) certifications that such officer is familiar with the terms and provisions of this Agreement and that at the date of such certification, there is no Event of Default by the certifying party hereunder, or if the signer is aware of any such Event of Default, said officer shall disclose in such statement the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect thereto.

Such statement, proof and certificates required above shall be provided not later than October 15 of each year, commencing October 15, 2017 and ending on October 15, 2022, both dates inclusive. Developer and Tenants shall provide supporting information germane to each of their respective Annual Certifications upon request of the City. See Exhibits F-1, F-2, and F-3 for the forms required for Developer's and Tenants' Annual Certifications.

Section 6.8. Term of Operation. Tenants and Developer will enter into leases with a term in effect as of the completion date for the Minimum Improvements and continuing through the Termination Date of this Agreement, during which period the Tenants will maintain their operations at the Minimum Improvements on the Development Property, including the employee obligations in Section 6.6, and Developer shall allow Tenants to lease the Minimum Improvements; provided, however, each of the parties shall comply with the terms and conditions of the applicable lease. If either one of the Tenants or Developer terminates the Lease prior to the Termination Date it shall be an Event of Default under this Agreement.

Section 6.9 Developer Completion Guarantee. By signing this Agreement, Developer hereby guarantees to the City performance by Developer of all the terms and provisions of this Agreement pertaining to Developer's obligations with respect to the construction of the Minimum Improvements. Without limiting the generality of the foregoing, Developer guarantees that: (a) construction of the Minimum Improvements shall be completed generally within the time limits set forth herein; (b) the Minimum Improvements shall be constructed and completed in substantial accordance with the Construction Plans; (c) the Minimum Improvements shall be constructed and completed free and clear of any mechanic's liens, materialman's liens and equitable liens; and (d) all costs of constructing the Minimum Improvements shall be paid when due.

ARTICLE VII. PROHIBITION AGAINST ASSIGNMENT AND TRANSFER

Section 7.1. Status of Developer and Tenants; Transfer of Substantially All Assets; Assignment. As security for the obligations of Developer and Tenants under this Agreement, Developer and Tenants represent and agree that, prior to the Termination Date, Developer and Tenants will maintain existence as companies and will not wind up or otherwise dispose of all or substantially all of their assets or transfer, convey, or assign their interest in the Development Property, Minimum Improvements, or this Agreement to any other party unless: (i) the transferee partnership, corporation, limited liability company or individual assumes in writing all of the then-outstanding obligations of Developer or Tenants (as the case may be) under this Agreement; and (ii) the City consents thereto in writing in advance thereof.

7.2 Prohibition Against Use as Non-Taxable or Centrally Assessed Property. During the term of this Agreement, Developer, or its successors or assigns, agree that the Minimum Improvements and Development Property cannot be transferred or sold to a non-profit entity or used for a purpose that would exempt the Development Property or Minimum Improvements from property tax liability. Nor can the Development Property or Minimum Improvements be used as centrally assessed property (including but not limited to, Iowa Code § 428.24 to 428.29 (Public Utility Plants and Related Personal Property); Chapter 433 (Telegraph and Telephone Company Property); Chapter 434 (Railway Property); Chapter 437 (Electric Transmission Lines); Chapter 437A (Property Used in the Production, Generation, Transmission or Delivery of Electricity or Natural Gas); and Chapter 438 (Pipeline Property)).

ARTICLE VIII. ECONOMIC DEVELOPMENT GRANTS

Section 8.1. Economic Development Grants.

a. Amount of Grants. For and in consideration of the obligations being assumed by Developer and Tenants hereunder, and in furtherance of the goals and objectives of the Urban Renewal Plan for the Urban Renewal Area and the Urban Renewal Act, the City agrees, subject to Developer and Tenants being and remaining in compliance with the terms of this Agreement, to make up to five (5) consecutive annual payments of Economic Development Grants to Developer up to an aggregate total amount not to exceed Six Hundred Twenty Five Thousand Dollars (\$625,000), under the following terms and conditions.

b. Schedule of Grants. Assuming completion by April 1, 2017, full assessment of the Minimum Improvements on January 1, 2018, and debt certification to the Auditor by the City prior to December 1, 2018, the Economic Development Grants shall commence on June 1, 2020, and end on June 1, 2024, pursuant to Section 403.19 of the Urban Renewal Act under the following formula:

June 1, 2020	75% of Tax Increments for Fiscal Year 19-20
June 1, 2021	60% of Tax Increments for Fiscal Year 20-21
June 1, 2022	45% of Tax Increments for Fiscal Year 21-22
June 1, 2023	30% of Tax Increments for Fiscal Year 22-23
June 1, 2024	15% of Tax Increments for Fiscal Year 23-24

The above schedule of the payments for Economic Development Grants is based on the first full assessment of the Minimum Improvements being January 1, 2018. If the completion of the Minimum Improvements is delayed so that the Minimum Improvements are not fully assessed as of January 1, 2018, then the first Economic Development Grant will not begin as scheduled, but will be delayed one year. However, in no event shall the schedule of Economic Development Grants be delayed more than one year, meaning that the latest potential date for Developer's first Economic Development Grant, if eligible, is June 1, 2021.

c. Calculation of Grants. Each annual payment shall be equal in amount to the above percentages of the Tax Increments collected by the City with respect to the Minimum Improvements on the Development Property (building and land) under the terms of the Ordinance and deposited into the Newport Building TIF Account (without regard to any averaging that may otherwise be utilized under Section 403.19 and excluding any interest that may accrue thereon prior to payment to Developer) during the preceding twelve-month period in respect of the Development Property and the Minimum Improvements, but subject to limitation and adjustment as provided in this Article (such payments being referred to collectively as the "Economic Development Grants").

d. Limitation to Minimum Improvements. The Economic Development Grants are only for the Minimum Improvements described in this Agreement and not any expansions or improvements not included within the definition of the Minimum Improvements which, to be eligible for Economic Development Grants, would be the subject of an amendment or new agreement, at the sole discretion of the City Council. The Parties agree that should additional improvements be made to the Minimum Improvements to accommodate a "Qualifying Tenant," and should said additional improvements result in an increase in the assessed value of the Minimum Improvements, the City may, in its sole discretion and following the completion any applicable legislative process, rebate some portion of the incremental taxes on the increased assessed value as part of a new or amended development agreement for purposes of satisfying any local match requirement under the State of Iowa's High Quality Jobs Program or any similar state program. A Qualifying Tenant under this paragraph shall mean an entity, other than Tenants, which: (1) enters into a lease with Developer to rent a portion of the Minimum Improvements; (2) agrees to employ employees in the Minimum

Improvements; (3) is not engaged in a prohibited “relocation” under Iowa Code section 403.19(9); and (4) qualifies for State incentives requiring a local match.

Section 8.2 Conditions Precedent. Notwithstanding the provisions of Section 8.1 above, the obligation of the City to make an Economic Development Grant in any year shall be subject to and conditioned upon the following:

- (a) compliance with the terms of this Agreement by Developer;
- (b) timely filing by Developer of the Annual Certifications required under Section 6.7 hereof and the Council's approval thereof;
- (c) payment of all property taxes for the Development Property and Minimum Improvements; and
- (d) execution of and compliance with the FCStone Lease and ePATHUSA Lease by Developer, including but not limited to the payment of the proportionate share of the Grants to each Tenant.

In the event that an Event of Default occurs (including but not limited to a failure to meet any of the above pre-conditions), the City shall have the remedies set forth in Section 11.2.

Each Annual Certification filed by Developer under Section 6.7 hereof shall be considered separately in determining whether the City shall make any of the Economic Development Grant payments available to Developer under this section. Under no circumstances shall the failure by Developer to qualify for an Economic Development Grant in any year automatically serve to extend the term of this Agreement beyond the Termination Date or the years during which Economic Development Grants may be awarded to Developer or the total amount thereof, it being the intent of parties hereto to provide Developer with an opportunity to receive Economic Development Grants only if Developer fully complies with the provisions hereof and the Developer becomes entitled thereto, up to the maximum aggregate amount set forth in Section 8.3.

After the Minimum Improvements are first fully assessed and if Developer is in compliance with this Agreement, if the Developer’s Annual Certification is timely filed and contains the information required under Section 6.7 and the Council approves of the same, the City shall certify to the County prior to December 1 of that year its request for the available Tax Increments resulting from the assessments imposed by the County as of January 1 of that year, to be collected by the County and paid to the City as taxes are paid during the following fiscal year and which shall thereafter be disbursed to Developer on

the following June 1. (Example: assuming completion by April 2017 and first full assessment on January 1, 2018, if Developer certifies in October 2018 and the City certifies to the County by December 1, 2018, the first Economic Development Grant would be paid to Developer on June 1, 2020 (for 75% of the Tax Increment for fiscal year 2019-2020)).

Section 8.3. Maximum Amount of Grants.

a. The aggregate amount of the Economic Development Grants that may be paid to Developer under this Agreement shall be equal to the sum of the total amount of the applicable percentages of Tax Increments collected in respect of the assessments imposed on the Minimum Improvements (building and land) over the specified five year period, but in no event shall exceed Six Hundred Twenty Five Thousand Dollars (\$625,000) over the five year period. In no event shall Developer be entitled to receive more than calculated under the formula set forth in this Agreement, even if the combined aggregate maximum of \$625,000 is not met.

Section 8.4. Source of Grant Funds Limited.

a. The Economic Development Grants shall be payable from and secured solely and only by amounts deposited and held in the Newport Building TIF Account of the Ashworth Corridor Urban Renewal Tax Increment Revenue Fund of the City. The City hereby covenants and agrees to maintain the Ordinance in force during the term hereof and to apply the appropriate percentage of Tax Increments collected in respect of the Development Property and Minimum Improvements and allocated to the Newport Building TIF Account to pay the Economic Development Grants, as and to the extent set forth in this Article. The Economic Development Grants shall not be payable in any manner by other tax increment revenues or by general taxation or from any other City funds. Any commercial and industrial property tax replacement monies that may be received under chapter 441.21A shall not be included in the calculation to determine the amount of Economic Development Grants for which Developer is eligible, and any monies received back under chapter 426C relating to the Business Property Tax Credit shall not be included in the calculation to determine the amount of Economic Development Grants for which Developer is eligible.

b. Each Economic Development Grant is subject to annual appropriation by the City Council. The right of non-appropriation reserved to the City in this Section is intended by the parties, and shall be construed at all times, so as to ensure that the City's obligation to make future Economic Development Grants shall not constitute a legal indebtedness of the City within the meaning of any applicable constitutional or statutory debt limitation prior to the adoption of a budget which appropriates funds for the payment of that installment or amount. In the event that any of the provisions of this Agreement

are determined by a court of competent jurisdiction to create, or result in the creation of, such a legal indebtedness of the City, the enforcement of the said provision shall be suspended, and the Agreement shall at all times be construed and applied in such a manner as will preserve the foregoing intent of the parties, and no Event of Default by the City shall be deemed to have occurred as a result thereof. If any provision of this Agreement or the application thereof to any circumstance is so suspended, the suspension shall not affect other provisions of this Agreement which can be given effect without the suspended provision. To this end the provisions of this Agreement are severable.

c. Notwithstanding the provisions of Section 8.1 hereof, the City shall have no obligation to make an Economic Development Grant to Developer if at any time during the term hereof the City fails to appropriate funds for payment, or receives an opinion from its legal counsel to the effect that the use of Tax Increments resulting from the Minimum Improvements to fund an Economic Development Grant to Developer, as contemplated under said Section 8.1, is not authorized or otherwise an appropriate urban renewal activity permitted to be undertaken by the City under the Urban Renewal Act or other applicable provisions of the Code, as then constituted or under controlling decision of any Iowa Court having jurisdiction over the subject matter hereof. Upon receipt of any such legal opinion or non-appropriation, the City shall promptly forward notice of the same to Developer. If the non-appropriation or circumstances or legal constraints giving rise to the decision continue for a period during which two (2) annual Economic Development Grants would otherwise have been paid to Developer under the terms of Section 8.1, the City may terminate this Agreement, without penalty or other liability to the City, by written notice to Developer.

Section 8.5. Use of Other Tax Increments. The City shall be free to use any and all Tax Increments above and beyond the percentages to be given to Developer in this Agreement, or any available Tax Increments resulting from the suspension or termination of the Economic Development Grants, for any purpose for which the Tax Increments may lawfully be used pursuant to the provisions of the Urban Renewal Act (including an allocation of all or any portion thereof to the reduction of any eligible City costs), and the City shall have no obligations to Developer with respect to the use thereof.

Section 8.6. Real Property Taxes. Developer and/or Tenants (as set forth in the applicable lease) shall pay or cause to be paid, when due, all real property taxes and assessments payable with respect to all and any parts of the Development Property and Minimum Improvements. Until such obligations have been assumed by any other person, all pursuant to the provisions of this Agreement, Tenants and Developer shall be jointly responsible for all assessments and taxes.

Developer and Tenants and their permitted successors agree that prior to the Termination Date:

a. They will not seek administrative review or judicial review of the applicability or constitutionality of any tax statute relating to the taxation of real property contained on the Development Property determined by any tax official to be applicable to the Development Property or Minimum Improvements, or raise the inapplicability or constitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings; and

b. They will not seek any tax exemption deferral or abatement either presently or prospectively authorized under any State, federal or local law with respect to taxation of real property contained on the Development Property or the Minimum Improvements between the date of execution of this Agreement and the Termination Date.

c. The assessment category for the Development Property is commercial/ industrial, and Tenants and Developer shall not take any action to request or effect a change in such category.

Section 8.7. Relocation. Developer agrees and covenants that it will not, absent written consent from the City, whose consent shall be granted to the extent allowed by law, sell or lease the Minimum Improvements or Development Property to any enterprise that is Relocating to the City from another part of Dallas or Polk County outside of the City's limits or from a contiguous county in Iowa. Relocating or Relocation means the closure or substantial reduction of an enterprise's existing operations in one area of the State and the initiation of substantially the same operation in the same county or a contiguous county (outside the City's limits) in the State. In general, use of urban renewal incentives cannot be used for projects that involve a Relocating enterprise (whether the relocating enterprise is the developer, land owner, tenant, or otherwise) unless there is a written agreement regarding the use of economic incentives from the city where the business is currently located and the city to which the business is Relocating, either specific to this Project or in general (a fair play or neutrality agreement), or if the City finds the use of tax increment in connection with the Relocation is in the public interest, which means that the business has provided a written affirmation that it is considering moving part or all of its operations out of state and such action would result in either significant employment or wage loss in Iowa. Developer understands and agrees that if it sells or leases to a Relocating enterprise in violation of this provision, as determined by the City in its sole, reasonable discretion, the Relocating enterprise will be ineligible for any Economic Development Grants under this Agreement or any amendment thereto.

ARTICLE IX. LOANS

Section 9.1. Forgivable Loan. For and in consideration of the obligations of Developer and ePATHUSA as set forth herein, and as a necessary means of achieving the goals and objectives of the Urban Renewal Plan, the City agrees (subject to the conditions set forth in this Article and this Agreement) to make a Forgivable Loan to ePATHUSA in the amount of \$4,000 (the "Forgivable Loan"). Such loan shall be made as soon as possible after all the Conditions Precedent in Section 9.2 have been completed.

Section 9.2. Conditions Precedent. Notwithstanding the provisions of Section 9.1 above, the City's obligation to grant ePATHUSA the Forgivable Loan under this Agreement shall be subject to satisfaction of the following conditions precedent:

(a) ePATHUSA shall not be in default under the terms and provisions of this Agreement, including but not limited to the job creation and retention requirements in Section 6.6;

(b) ePATHUSA, the City, and the State shall have entered into the State Agreement;

(c) ePATHUSA shall have executed a Promissory Note in the form attached as Exhibit H-1 (Promissory Note #1);

(d) ePATHUSA shall have obtained and provided to the City a letter of credit or dedicated certificate of deposit titled in the name of the City securing repayment of the Forgivable Loan; and

(e) ePATHUSA shall have requested, in writing, payment of the Forgivable Loan by the City.

Section 9.3 Forgiveness of the Forgivable Loan.

(a) The Forgivable Loan shall be forgiven at the rate of \$800 of the total amount of the Forgivable Loan initially granted to ePATHUSA, per year, for five years beginning on December 31, 2018 assuming:

(i) ePATHUSA is in compliance with all terms, conditions and obligations of this Agreement as of the date the loan forgiveness is to be granted, including but not limited to the employment obligations in Section 6.6 and the repayment obligations associated with the No Interest Loan described in Sections 9.7 through 9.11;

(ii) ePATHUSA has submitted Annual Certifications pursuant to Section 6.7 hereof including all requested information, and the Annual

Certifications (or other information) does not indicate that any Event of Default has occurred or is occurring; and

(iii) The Minimum Improvements were substantially completed by April 1, 2017. If the Minimum Improvements are not substantially completed by December 31, 2017, then loan forgiveness will not begin as scheduled.

The City will, on an annual basis beginning in 2018, make a determination whether ePATHUSA is in compliance with the terms, conditions and obligations of this Agreement, and will notify ePATHUSA by each December 1 if ePATHUSA does not qualify for that year's loan forgiveness.

Section 9.4. Forgivable Loan Default. If the loan is not forgiven and/or repaid by ePATHUSA pursuant to the terms of this Agreement, then an Event of Default has occurred, in which event the City has all the rights under this Agreement and under the terms of the Promissory Note #1.

Section 9.5. Promissory Note.

(a) ePATHUSA will execute a Promissory Note in the form attached as Exhibit H-1 to this Agreement (Promissory Note #1) as a condition precedent to the grant of the Forgivable Loan (See Section 9.2(c)). The Promissory Note will be reduced by \$800 of the initial balance of the Forgivable Loan by each December 31 for five (5) years. The City will provide notice to ePATHUSA by December 1 if ePATHUSA fails to qualify for that year's loan forgiveness as described in this Article.

(b) Should ePATHUSA fail to qualify for loan forgiveness in whole or in part during any year, the entire outstanding balance of the Forgivable Loan will become immediately due and payable within thirty (30) days of the time the City shall send notice to the ePATHUSA of ePATHUSA's failure to qualify for loan forgiveness. All unpaid sums will accrue interest at the rate of 4% per annum accruing from the date payment is due.

Section 9.6. Cancellation of Promissory Note. The Promissory Note #1 will be cancelled when no outstanding balance of the Promissory Note #1 exists. No outstanding balance will exist upon occurrence of any of the following:

(a) the entire Forgivable Loan has been forgiven; or

(b) the ePATHUSA has paid the City any portion of the Forgivable Loan that has not been forgiven.

Section 9.7. No Interest Loan. For and in consideration of the obligations of ePATHUSA and Developer as set forth herein, and as a necessary means of achieving the goals and objectives of the Urban Renewal Plan, the City agrees (subject to the conditions set forth in this Article and this Agreement) to make a No Interest Loan to ePATHUSA in the amount of \$4,000, (the "No Interest Loan"), which sum, without interest, shall be due and payable in monthly installments. Such loan shall be made as soon as possible after all the Conditions Precedent in Section 9.8 have been completed.

Section 9.8. Conditions Precedent. Notwithstanding the provisions of Sections 9.7 above, the City's obligation to grant ePATHUSA the No Interest Loan under this Agreement shall be subject to satisfaction of the following conditions precedent:

(a) ePATHUSA shall not be in default under the terms and provisions of this Agreement, including but not limited to the job retention requirements in Section 6.6;

(b) ePATHUSA, the City, and the State shall have entered into the State Agreement;

(c) ePATHUSA shall have executed a Promissory Note in the form attached as Exhibit H-2 (Promissory Note #2);

(d) ePATHUSA shall have obtained and provided to the City a letter of credit or dedicated certificate of deposit titled in the name of the City securing repayment of the No Interest Loan; and

(e) ePATHUSA shall have requested, in writing, payment of the No Interest Loan by the City.

Section 9.9. No Interest Loan Default. If the loan is not repaid by ePATHUSA pursuant to the terms of this Agreement, then an Event of Default has occurred, in which event the City has all the rights under this Agreement and under the terms of the Promissory Note #2.

Section 9.10. Promissory Note. ePATHUSA will execute a Promissory Note #2 in the form attached as Exhibit H-2 to this Agreement as a condition precedent to the grant of the No Interest Loan (See Section 9.8(c)). ePATHUSA will pay all amounts payable under the Promissory Note #2 in accordance with the terms of the Promissory Note #2 when due, and will timely perform all other obligations of ePATHUSA under the

Promissory Note #2 and this Agreement. The provisions of the Promissory Note #2 are hereby incorporated into this Agreement as if fully set forth herein.

Section 9.11. Cancellation of Promissory Note #2. The Promissory Note #2 will be cancelled when no outstanding balance of the Promissory Note #2 exists. No outstanding balance will exist when the ePATHUSA has paid the City the full amount of the No Interest Loan.

Section 9.12. Letter of Credit/Dedicated Certificate of Deposit. Prior to the execution of this Agreement, ePATHUSA shall provide and deliver to the City an irrevocable standby letter of credit or dedicated certificate of deposit titled in the name of the City, in form and substance satisfactory to the City ("Letter of Credit" or "Dedicated Certificate of Deposit"), in the amount of \$8,000, which has been issued to cover the entire cost of repayment of the Forgivable Loan and the No Interest Loan. Such Letter of Credit or Dedicated Certificate of Deposit should be issued by a bank acceptable to the City and provide immediate recourse for the City if there is a default in payment of the Promissory Notes or this Agreement. The Letter of Credit or Dedicated Certificate of Deposit shall be released upon the cancellation of the Promissory Notes.

ARTICLE X. INDEMNIFICATION

Section 10.1. Release and Indemnification Covenants.

a. Developer and Tenants release the City and the governing body members, officers, agents, servants and employees thereof (hereinafter, for purposes of this Article X, the "indemnified parties") from, covenant and agree that the indemnified parties shall not be liable for, and agree to indemnify, defend, and hold harmless the indemnified parties against, any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Minimum Improvements or Development Property.

b. Except to the extent arising from any willful misrepresentation, gross negligence, or any willful or wanton misconduct or any unlawful act of the indemnified parties, Developer and Tenants agree to protect and defend the indemnified parties, now or forever, and further agree to hold the indemnified parties harmless, from any claim, demand, suit, action or other proceedings whatsoever by any person or entity whatsoever arising or purportedly arising from: (i) any violation of any agreement or condition of this Agreement (except with respect to any suit, action, demand or other proceeding brought by Developer or Tenants against the City to enforce its rights under this Agreement); (ii) the acquisition and condition of the Development Property and the construction, installation, ownership, and operation of the Minimum Improvements; or

(iii) any hazardous substance or environmental contamination located in or on the Development Property.

c. The indemnified parties shall not be liable for any damage or injury to the persons or property of Developer or Tenants or their officers, agents, servants or employees or any other person who may be about the Minimum Improvements or Development Property due to any act of negligence of any person, other than any act of negligence on the part of any such indemnified party or its officers, agents, servants or employees.

d. The provisions of this Article X shall survive the termination of this Agreement.

ARTICLE XI. REMEDIES

Section 11.1. Events of Default Defined. The following shall be "Events of Default" under this Agreement and the term "Event of Default" or "Default" shall mean, whenever it is used in this Agreement, any one or more of the following events during the Term of this Agreement:

a. Failure by Developer to cause the construction of the Minimum Improvements to be completed and the operations to continue pursuant to the terms and conditions of this Agreement;

b. Failure by Developer or one of the Tenants to comply with Sections 6.6, 6.7, or 6.8 of this Agreement, as applicable;

c. Transfer of Developer's or Tenants' interest in the Development Property, Minimum Improvements, or this Agreement in violation of the provisions of this Agreement;

d. Failure by Developer or Tenant(s) to pay ad valorem taxes on the Development Property or Minimum Improvements;

e. Failure by Developer or Tenant(s) to substantially observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement;

f. The holder of any Mortgage on the Development Property, or any improvements thereon, or any portion thereof, commences foreclosure proceedings as a result of any default under the applicable Mortgage documents;

- g. Developer shall:
- i. file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended, or under any similar federal or state law; or
 - ii. make an assignment for the benefit of its creditors; or
 - iii. admit in writing its inability to pay its debts generally as they become due; or
 - iv. be adjudicated as bankrupt or insolvent; or if a petition or answer proposing the adjudication of Developer as bankrupt or either entity's reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within ninety (90) days after the filing thereof; or a receiver, trustee or liquidator of Developer or the Minimum Improvements, or part thereof, shall be appointed in any proceedings brought against Developer, and shall not be discharged within ninety (90) days after such appointment, or if Developer shall consent to or acquiesce in such appointment;
- h. Any representation or warranty made by Developer or Tenant(s) in this Agreement or in any written statement or certificate furnished by Tenant(s) or Developer pursuant to this Agreement, shall prove to have been incorrect, incomplete or misleading in any material respect on or as of the date of the issuance or making thereof;
- i. Failure of Tenants to execute or perform under their respective State Agreement; or
- j. Failure of Developer or Tenant(s) to execute the FCStone Lease or ePATHUSA Lease; failure of any party to perform under such Lease(s), including Developer's obligation to provide Tenants with a proportionate share of the Economic Development Grants as necessary to satisfy the State Agreements; or failure of Tenant(s) to occupy the Minimum Improvements through the Termination Date.

Section 11.2. Remedies on Default. Whenever any Event of Default referred to in Section 11.1 of this Agreement occurs and is continuing, the City, as specified below, may take any one or more of the following actions after the giving of thirty (30) days' written notice by the City to Developer, Tenants, and the holder of the First Mortgage (but only to the extent the City has been informed in writing of the existence of a First Mortgage and been provided with the address of the holder thereof) of the Event of Default, but only if the Event of Default has not been cured within said thirty (30) days,

or if the Event of Default cannot reasonably be cured within thirty (30) days and Developer or Tenants do not provide assurances reasonably satisfactory to the City that the Event of Default will be cured as soon as reasonably possible:

a. With respect to a Default by the Developer, the City may:

(1) Suspend its performance under this Agreement, including the payment of any Economic Development Grant, until it receives assurances from Developer, deemed adequate by the City, that Developer will cure the default and continue its performance under this Agreement;

(2) Terminate this Agreement; or

(3) Withhold the Certificate of Completion for any failure by Developer to timely complete the Minimum Improvements pursuant to the terms of this Agreement; or

b. With respect to a Default by the Developer, FCStone, or ePATHUSA:

(1) The City shall be entitled to recover from the defaulting party an amount equal to the full amount of the Economic Development Grants previously made to the defaulting party (whether such grant(s) was made directly or indirectly to the defaulting party), with interest thereon at the highest rate permitted by State law. The City may take any action, including any legal action it deems necessary, to recover such amounts from the defaulting party; or

(2) The City shall be entitled to recover from the defaulting party the full amount of any monies that must be repaid to the State by the City under the applicable State Agreement.

c. The City may take any action, including legal, equitable or administrative action, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of Developer or Tenants, as the case may be, under this Agreement;

d. Notwithstanding anything to the contrary in this Article XI, the remedies available to the City for a violation of Article IX shall only be pursued against ePATHUSA or the entity providing security for such loans under Section 9.12; no remedies shall be available against the Developer or FCStone for ePATHUSA's failure to qualify for a loan or loan forgiveness described in Article IX or ePATHUSA's failure to repay any such loan.

Section 11.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 11.4. No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 11.5. Agreement to Pay Attorneys' Fees and Expenses.

a. Developer shall pay to the City an amount equal to the actual costs incurred by the City in connection with the drafting and execution of this Agreement, including, but not limited to publication fees for legal notices, actual costs associated with City Council meetings, and reasonable legal fees of the City, associated with the negotiation, drafting and authorization of this Agreement. If not previously paid by Developer, the costs shall be deducted from the first Economic Development Grant.

b. Whenever any Event of Default occurs and the City shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of Developer or Tenants herein contained, and the City prevails in an action to enforce this Agreement, Developer and Tenants agree that the defaulting party shall, on demand therefor, pay to the City the reasonable fees of such attorneys and such other expenses as may be reasonably and appropriately incurred by the City in connection therewith.

ARTICLE XII. MISCELLANEOUS

Section 12.1. Conflict of Interest. Developer and Tenants represent and warrant that, except as noted below, to their best knowledge and belief after due inquiry, no officer or employee of the City, or their designees or agents, nor any consultant or member of the governing body of the City, and no other public official of the City who exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure, or who is in a position to participate in a decision-making process or gain insider information with regard to the Project, has had or shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work or services to be performed in connection with the Project, or in any activity, or

benefit therefrom, which is part of the Project at any time during or after such person's tenure. Notwithstanding the foregoing, Developer and Tenants specifically note that Mayor Steven K. Gaer is an officer of a company that is related to Developer, Newport Building, LLC. As such, the parties acknowledge that Mr. Gaer will not play any role on behalf of the City with respect to negotiating or approving this Agreement.

Section 12.2. Notices and Demands. A notice, demand or other communication under this Agreement by any party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

- a. In the case of Developer, is addressed or delivered personally to Newport Building, LLC at 1225 Jordan Creek Parkway, Suite 200, West Des Moines, Iowa 50266, Attn: Mark Rupprecht;
- b. In the case of ePATHUSA, is addressed or delivered personally to ePATHUSA, Inc., 6600 Westown Parkway, Suite 245, West Des Moines, Iowa 50266, Attn: Hari Krishna Nallure;
- c. In the case of FCStone, is addressed or delivered personally to INTL FCStone Inc., 2829 Westown Parkway, Suite 100, West Des Moines, Iowa 50266 (prior to 1/1/17) or 1075 Jordan Creek Parkway, West Des Moines, Iowa (after 1/1/17), Attn: David Smoldt;
- c. In the case of the City, is addressed to or delivered personally to the City at 4200 Mills Civic Pkwy, PO Box 65320, West Des Moines, Iowa 50265-0320, Attn: Ryan T. Jacobson, City Clerk;

or to such other designated individual or officer or to such other address as any party shall have furnished to the other in writing in accordance herewith.

Section 12.3. Titles of Articles and Sections. Any titles of the several parts, Articles, and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 12.4. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 12.5. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Iowa.

Section 12.6. Entire Agreement. This Agreement and the exhibits hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written. This Agreement may not be amended except by a subsequent writing signed by all parties hereto.

Section 12.7 Successors and Assigns. This Agreement is intended to and shall inure to the benefit of and be binding upon the parties hereto and their respective permitted successors and assigns.

Section 12.8. Termination Date. This Agreement shall terminate and be of no further force or effect on and after December 31, 2025, unless terminated earlier under the provisions of this Agreement.

Section 12.9. Memorandum of Agreement. The parties agree to execute and record a Memorandum of Agreement for Private Development, in substantially the form attached as Exhibit D, to serve as notice to the public of the existence and provisions of this Agreement, and the rights and interests held by the City by virtue hereof. The City shall pay for all costs of recording.

Section 12.10 No Third-Party Beneficiaries. No rights or privileges of either party hereto shall inure to the benefit of any landowner, contractor, subcontractor, material supplier, or any other person or entity, and no such contractor, landowner, subcontractor, material supplier, or any other person or entity shall be deemed to be a third-party beneficiary of any of the provisions contained in this Agreement.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and behalf by its Mayor Pro Tem and its seal to be hereunto duly affixed and attested by its City Clerk, and Developer and Tenants have caused this Agreement to be duly executed in their names and behalf by their authorized representatives, all on or as of the day first above written.

[Signatures start on the next page]

(SEAL)

CITY OF WEST DES MOINES, IOWA

By: _____
James Sandager, Mayor Pro Tem

ATTEST:

By: _____
Ryan T. Jacobson, City Clerk

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this _____ day of _____, 2016, before me a Notary Public in and for said State, personally appeared James Sandager and Ryan T. Jacobson, to me personally known, who being duly sworn, did say that they are the Mayor Pro Tem and City Clerk, respectively, of the City of West Des Moines, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor Pro Tem and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

NEWPORT BUILDING, LLC, an Iowa
limited liability company
By: RRHWOODS, L.L.C., an Iowa
limited liability company, Sole Member
By R&R INVESTORS, LTD., an Iowa
corporation, General Partner

By: _____
Mark A. Rupprecht, President

STATE OF IOWA)
) SS
COUNTY OF DALLAS)

On this _____ day of _____, 2016, before me the undersigned, a Notary Public in and for said State, personally appeared Mark A. Rupprecht, to me personally known, who, being by me duly sworn, did say that he is the President of R&R Investors, LTD., and that said instrument was signed on behalf of said company and Newport Building, LLC; and that the said Mark A. Rupprecht as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said company, by him voluntarily executed.

Notary Public in and for the State of Iowa

EXHIBIT A

DEVELOPMENT PROPERTY

The Development Property is described as follows:

Lot 1 of Country Club Office Plaza West Plat 7

Dallas County, Iowa Parcel ID number is 25-1601100005

Address: 1075 Jordan Creek Parkway, West Des Moines, Iowa

EXHIBIT B

MINIMUM IMPROVEMENTS

Minimum Improvements shall mean the construction of an approximately 75,000 square foot building to be used for office space on the Development Property which is presently a vacant parcel of land. The Project will allow needed room for Tenants' operations, which will include the retention of existing employees and the hiring of additional employees. The construction of the Minimum Improvements are expected to be completed by April 1, 2017. Construction costs for the Minimum Improvements are anticipated to be no less than approximately \$11,780,000. The Dallas County Assessor will make the final determination as to the assessed value.

A final site plan further describing the Minimum Improvements is attached as Exhibit B-1.

EXHIBIT B-1
[Final Site Plan]

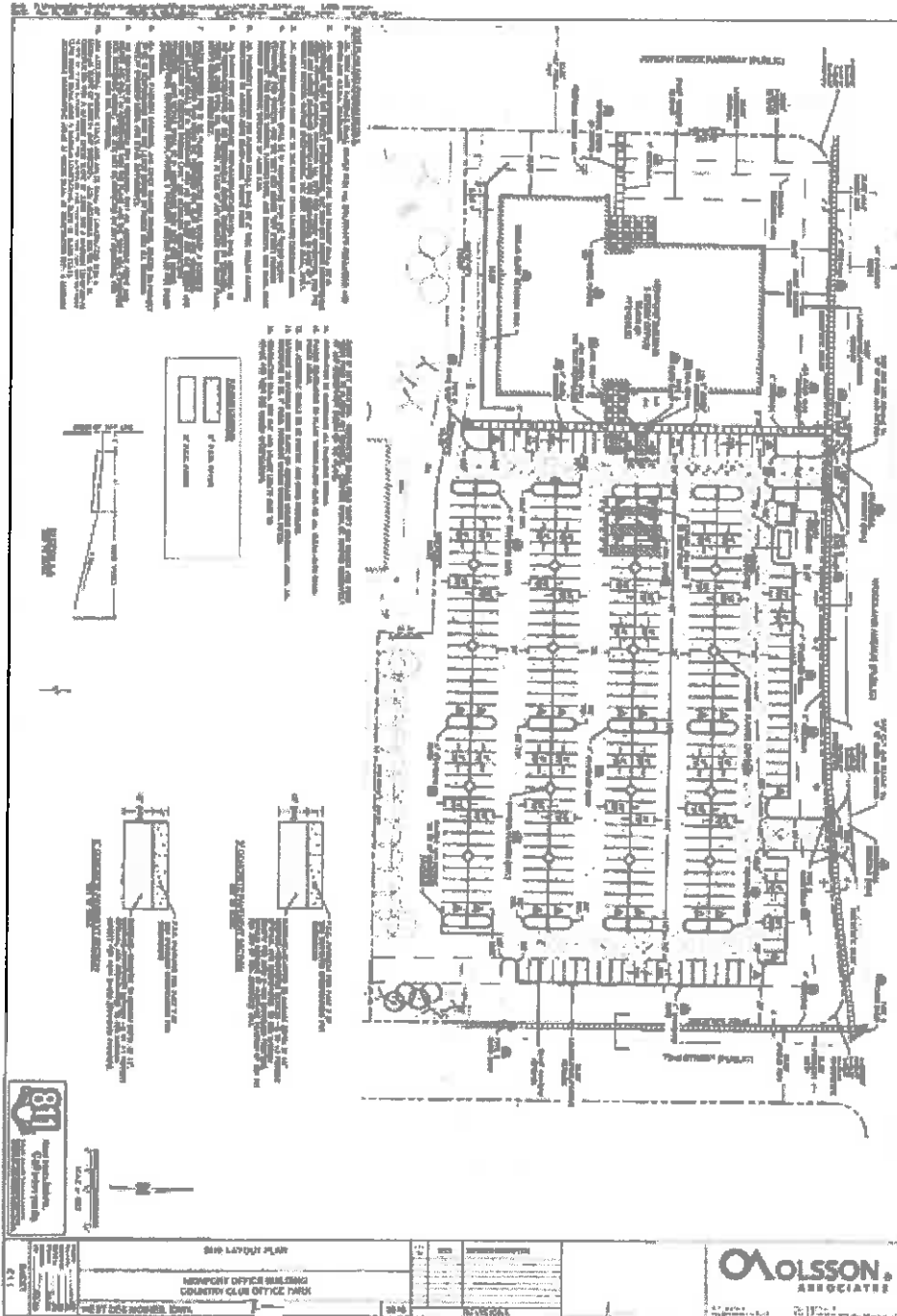


EXHIBIT C
CERTIFICATE OF COMPLETION

WHEREAS, the City of West Des Moines, Iowa (the "City"), Newport Building, LLC (the "Developer"), INTL FCStone Inc., and ePATHUSA, Inc. did on or about the _____ day of _____, 2016, make, execute and deliver, each to the other, an Agreement for Private Development (the "Agreement"), wherein and whereby the Developer agreed, in accordance with the terms of the Agreement, to develop and maintain certain real property located within the City and as more particularly described as follows:

Lot 1 of Country Club Office Plaza West Plat 7

Dallas County, Iowa Parcel ID number is 25-1601100005

Address: 1075 Jordan Creek Parkway, West Des Moines, Iowa

(the "Development Property"); and

WHEREAS, the Agreement incorporated and contained certain covenants and restrictions with respect to the development of the Development Property, and obligated the Developer to construct certain Minimum Improvements (as defined therein) in accordance with the Agreement; and

WHEREAS, Developer has to the present date performed said covenants and conditions insofar as they relate to the construction of said Minimum Improvements in a manner deemed by the City to be in conformance with the Agreement to permit the execution and recording of this certification.

NOW, THEREFORE, this is to certify that all covenants and conditions of the Agreement with respect to the obligations of Developer and its successors and assigns, to construct the Minimum Improvements on the Development Property have been completed and performed by Developer and are hereby released absolutely and forever terminated insofar as they apply to the land described herein. The County Recorder of Dallas County is hereby authorized to accept for recording and to record the filing of this instrument, to be a conclusive determination of the satisfactory termination of the covenants and conditions of said Agreement with respect to the construction of the Minimum Improvements on the Development Property.

All other provisions of the Agreement shall otherwise remain in full force and effect until termination as provided therein.

(SEAL)

CITY OF WEST DES MOINES, IOWA

By: _____
James Sandager, Mayor Pro Tem

ATTEST:

By: _____
Ryan T. Jacobson, City Clerk

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this _____ day of _____, 2016, before me a Notary Public in and for said State, personally appeared James Sandager and Ryan T. Jacobson, to me personally known, who being duly sworn, did say that they are the Mayor Pro Tem and City Clerk, respectively, of the City of West Des Moines, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor Pro Tem and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

EXHIBIT D

MEMORANDUM OF AGREEMENT FOR PRIVATE DEVELOPMENT

WHEREAS, the City of West Des Moines, Iowa (the "City"), Newport Building, LLC, an Iowa limited liability company ("Developer"), INTL FCStone Inc., a Delaware corporation, ePATHUSA, Inc., an Iowa corporation (FCStone and ePATHUSA collectively referred to as "Tenants") did on or about the ____ day of _____, 2016, make, execute and deliver, each to the other, an Agreement for Private Development (the "Agreement"), wherein and whereby Developer and Tenants agreed, in accordance with the terms of the Agreement and the Ashworth Corridor Urban Renewal Plan (the "Plan"), to develop and operate certain real property located within the City and within the Ashworth Corridor Urban Renewal Area.

The Development Property is described as follows:

Lot 1 of Country Club Office Plaza West Plat 7

Dallas County, Iowa Parcel ID number is 25-1601100005

Address: 1075 Jordan Creek Parkway, West Des Moines, Iowa

(the "Development Property"); and

WHEREAS, the term of the Agreement commenced on the ____ day of _____, 2016 and terminates on December 31, 2025, unless otherwise terminated as set forth in the Agreement; and

WHEREAS, the City, Developer and Tenants desire to record a Memorandum of the Agreement referring to the Development Property and their respective interests therein.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. That the recording of this Memorandum of Agreement for Private Development shall serve as notice to the public that the Agreement contains provisions restricting development and use of the Development Property and the improvements located and operated on such Development Property.

2. That all of the provisions of the Agreement and any subsequent amendments thereto, if any, even though not set forth herein, are by the filing of this Memorandum of Agreement for Private Development made a part hereof by reference, and that anyone making any claim against any of said Development Property in any manner whatsoever shall be fully

advised as to all of the terms and conditions of the Agreement, and any amendments thereto, as if the same were fully set forth herein.

3. That a copy of the Agreement and any subsequent amendments thereto, if any, shall be maintained on file for public inspection during ordinary business hours in the office of the City Clerk, West Des Moines, Iowa.

[Signatures Start on Next Page]

IN WITNESS WHEREOF, the City, Developer and Tenants have executed this Memorandum of Agreement for Private Development on the _____ day of _____, 2016.

(SEAL)

CITY OF WEST DES MOINES, IOWA

By: _____
James Sandager, Mayor Pro Tem

ATTEST:

By: _____
Ryan T. Jacobson, City Clerk

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this _____ day of _____, 2016, before me a Notary Public in and for said State, personally appeared James Sandager and Ryan T. Jacobson, to me personally known, who being duly sworn, did say that they are the Mayor Pro Tem and City Clerk, respectively, of the City of West Des Moines, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor Pro Tem and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

NEWPORT BUILDING, LLC, an Iowa limited liability company

By: RRHOWDS, L.L.C., an Iowa limited liability company, Sole Member

By R&R INVESTORS, LTD., an Iowa corporation, General Partner

By: _____
Mark A. Rupprecht, President

STATE OF IOWA)
) SS
COUNTY OF DALLAS)

On this _____ day of _____, 2016, before me the undersigned, a Notary Public in and for said State, personally appeared Mark A. Rupprecht, to me personally known, who, being by me duly sworn, did say that he is the President of R&R Investors, LTD., and that said instrument was signed on behalf of said company and Newport Building, LLC; and that the said Mark A. Rupprecht, as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said company, by him voluntarily executed.

Notary Public in and for the State of Iowa

EXHIBIT E-1
SCHEDULE OF EMPLOYEE OBLIGATIONS PURSUANT
TO SECTION 6.6 OF THE DEVELOPMENT AGREEMENT FOR ePATHUSA

GRANT	ANNUAL CERTIFICATION DATE¹	NUMBER OF FULL-TIME EQUIVALENT EMPLOYMENT UNITS ON OCTOBER 1²	DATE OF ANNUAL ECONOMIC DEVELOPMENT GRANT
N/A	10-15-2017	A Monthly Average of 10 or more (as of October 1, 2017 and the first day of the month for the preceding six(6) months)	N/A
1	10-15-2018	A Monthly Average of 10 or more (as of October 1, 2018 and the first day of the month for the preceding eleven (11) months)	06-01-2020
2	10-15-2019	A Monthly Average of 15 or more (as of October 1, 2019 and the first day of the month for the preceding four (4) months)	06-01-2021
3	10-15-2020	A Monthly Average of 15 or more (as of October 1, 2020 and the first day of the month for the preceding eleven (11) months)	06-01-2022
4	10-15-2021	A Monthly Average of 15 or more (as of October 1, 2021 and the first day of the month for the preceding eleven (11) months)	06-01-2023
5	10-15-2022	A Monthly Average of 15 or more (as of October 1, 2022 and the first day of the month for the preceding eleven (11) months)	06-01-2024

¹ All Grants are subject to the terms of the Agreement.

² Employees per this Chart shall be Full-Time Equivalent Employment Units as defined by this Development Agreement.

EXHIBIT E-2
SCHEDULE OF EMPLOYEE OBLIGATIONS PURSUANT
TO SECTION 6.6 OF THE DEVELOPMENT AGREEMENT FOR FCSTONE

GRANT	ANNUAL CERTIFICATION DATE¹	NUMBER OF FULL-TIME EQUIVALENT EMPLOYMENT UNITS ON OCTOBER 1²	DATE OF ANNUAL ECONOMIC DEVELOPMENT GRANT
N/A	10-15-2017	A Monthly Average of 93 or more (as of October 1, 2017 and the first day of the month for the preceding six(6) months)	N/A
1	10-15-2018	A Monthly Average of 93 or more (as of October 1, 2018 and the first day of the month for the preceding eleven (11) months)	06-01-2020
2	10-15-2019	A Monthly Average of 143 or more (as of October 1, 2019 and the first day of the month for the preceding nine (9) months)	06-01-2021
3	10-15-2020	A Monthly Average of 143 or more (as of October 1, 2020 and the first day of the month for the preceding eleven (11) months)	06-01-2022
4	10-15-2021	A Monthly Average of 143 or more (as of October 1, 2021 and the first day of the month for the preceding eleven (11) months)	06-01-2023
5	10-15-2022	A Monthly Average of 143 or more (as of October 1, 2022 and the first day of the month for the preceding eleven (11) months)	06-01-2024

¹ All Grants are subject to the terms of the Agreement.

² Employees per this Chart shall be Full-Time Equivalent Employment Units as defined by this Development Agreement.

EXHIBIT F-1
DEVELOPER ANNUAL CERTIFICATION
(due by October 15th as required under terms of Development Agreement)

Developer certifies the following:

During the time period covered by this Certification, Developer is and was in compliance with Section 6.7 as follows:

(i) the Minimum Improvements were first fully assessed on January 1, 20____, at a full assessment value of \$_____, and the current assessed value is \$_____;

(ii) the Developer has remitted the proportionate share of each prior Economic Development Grant to the Tenants consistent with the Agreement;

(iii) the undersigned officer of Developer is familiar with the terms and provisions of this Agreement and certifies that Developer is not in default in the fulfillment of any of the terms and conditions of this Agreement, or if the signer is aware of any such Event of Default, said officer has disclosed the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect thereto.

I certify under penalty of perjury and pursuant to the laws of the State of Iowa that the preceding is true and correct to the best of my knowledge and belief.

Signed this _____ day of _____, 20____.

NEWPORT BUILDING, LLC, an Iowa limited liability company
By: RRHWOODS, L.L.C., an Iowa limited liability company, Sole Member
By R&R INVESTORS, LTD., an Iowa corporation, General Partner

By: _____

EXHIBIT F-2
EPATHUSA ANNUAL CERTIFICATION
(due by October 15th as required under terms of Development Agreement)

ePATHUSA certifies the following:

During the time period covered by this Certification, ePATHUSA is and was in compliance with Section 6.7 as follows:

(i) the number of Full-Time Equivalent Employment Units employed at the Minimum Improvements as of October 1, 20__ and as of the first day of each of the preceding __ months were are follows:

October 1, 20__ :	_____	April 1, 20__ :	_____
September 1, 20__ :	_____	March 1, 20__ :	_____
August 1, 20__ :	_____	February 1, 20__ :	_____
July 1, 20__ :	_____	January 1, 20__ :	_____
June 1, 20__ :	_____	December 1, 20__ :	_____
May 1, 20__ :	_____	November 1, 20__ :	_____

(ii) the undersigned officer of ePATHUSA is familiar with the terms and provisions of this Agreement and certifies that ePATHUSA is not in default in the fulfillment of any of the terms and conditions of this Agreement or if the signer is aware of any such Event of Default, said officer has disclosed the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect thereto.

I certify under penalty of perjury and pursuant to the laws of the State of Iowa that the preceding is true and correct to the best of my knowledge and belief.

Signed this _____ day of _____, 20__.

EPATHUSA, INC.

By: _____

EXHIBIT F-3
FCSTONE ANNUAL CERTIFICATION
(due by October 15th as required under terms of Development Agreement)

FCStone certifies the following:

During the time period covered by this Certification, FCStone is and was in compliance with Section 6.7 as follows:

(i) the number of Full-Time Equivalent Employment Units employed at the Minimum Improvements as of October 1, 20__ and as of the first day of each of the preceding ____ months were are follows:

October 1, 20__ :	_____	April 1, 20__ :	_____
September 1, 20__ :	_____	March 1, 20__ :	_____
August 1, 20__ :	_____	February 1, 20__ :	_____
July 1, 20__ :	_____	January 1, 20__ :	_____
June 1, 20__ :	_____	December 1, 20__ :	_____
May 1, 20__ :	_____	November 1, 20__ :	_____

(ii) the undersigned officer of FCStone is familiar with the terms and provisions of this Agreement and certifies that FCStone is not in default in the fulfillment of any of the terms and conditions of this Agreement or if the signer is aware of any such Event of Default, said officer has disclosed the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect thereto.

I certify under penalty of perjury and pursuant to the laws of the State of Iowa that the preceding is true and correct to the best of my knowledge and belief.

Signed this _____ day of _____, 20__.

FCStone, Inc.

By: _____

EXHIBIT G-1

[ePATHUSA State Agreement]

EXHIBIT G-2

[FCStone State Agreement]

EXHIBIT H-1
PROMISSORY NOTE #1

_____, 2016

FOR VALUE RECEIVED, EPATHUSA, INC. (the "Borrower") agrees and promises to pay to the order of the CITY OF WEST DES MOINES (the "Lender") the sum of \$4,000, which is the total amount of the Forgivable Loan as defined in that certain Agreement for Private Development dated _____, 2016 between the parties ("Development Agreement"). The following are the terms of this Promissory Note #1 ("Note").

1. The entire principal balance hereof or the portion due and owing shall be payable to the Lender according to the terms of the Development Agreement, unless this Note is forgiven or cancelled pursuant to the terms of the Development Agreement. If Lender does not forgive or cancel this Note, or if Borrower has not repaid the amount of the principal or the portion due and owing, as defined by the Development Agreement, or if Borrower defaults under any term or condition of the Development Agreement, then Borrower will be in Default and subject to the consequences for Default in Paragraph 3 of this Note and the Development Agreement.
2. The Borrower may at any time prepay without penalty all or any part of the unpaid principal balance of this Note.
3. Any default under the Development Agreement shall be a Default hereunder and payment may be accelerated. Upon Default, the Lender may, at its option, exercise any and all rights and remedies available to it under this Promissory Note, or any applicable law, including, without limitation, the right to collect from the Borrower all sums due under this Note with interest accruing at an annual rate of 4% beginning 30 days following the City's demand for payment until paid in full. The Borrower hereby waives presentment, demand for payment, notice of nonpayment, notice of dishonor, protest, and all other notices or demands in connection with the delivery, acceptance, performance, or Default of this Note.
4. If this Note is placed in the hands of an attorney for collection after Default in the payment of principal or interest, or if all or any part of the indebtedness represented hereby is proved, established, or collected in any court or in any bankruptcy, receivership, debtor relief, probate, or other court proceeding, the Borrower shall pay all reasonable costs and expenses incurred by or on behalf of Lender in connection with the Lender's exercise of any or all of its rights and remedies under this Note, including, without limitation, court costs, and attorneys' fees.
5. No delay or failure of the Lender to exercise any power or right shall operate as a waiver thereof, and such rights and powers shall be deemed continuous; nor shall a partial

EXHIBIT H-2
PROMISSORY NOTE #2

_____, 2016

FOR VALUE RECEIVED, EPATHUSA, INC. (the "Borrower") agrees and promises to pay to the order of the CITY OF WEST DES MOINES (the "Lender") the sum of \$4,000, which is the total amount of the No Interest Loan as defined in an Agreement for Private Development dated _____, 2016 between the parties ("Development Agreement"). The following are the terms of this Promissory Note #2 ("Note").

1. The principal balance shall be paid by Borrower in consecutive monthly installments of Two Hundred Dollars (\$200) that shall be due on the 1st day of April 2018, and the 1st day of each month thereafter until the 1st day of November, 2019, on which date (the "final payment date") the entire remaining indebtedness then unpaid and owing under this Promissory Note #2 shall be due and payable in full.
2. All payments on this Note shall be made by check or wire transfer to the City of West Des Moines at 4200 Mills Civic Pkwy, PO Box 65320, West Des Moines, Iowa 50265-0320, or at such other place in the United States of America as Lender shall designate to Borrower in writing.
3. The entire principal balance hereof or the portion due and owing shall be payable to the Lender according to the terms of the Development Agreement and this Note. If Borrower fails to repay the entire amount of the No Interest Loan due under this Note, or if Borrower defaults under any term or condition of the Development Agreement, then Borrower will be in Default and subject to the consequences for Default in Paragraph 5 of this Note and the Development Agreement.
4. The Borrower may at any time prepay without penalty all or any part of the unpaid principal balance of this Note.
5. Any default under the Development Agreement shall be a Default hereunder and payment may be accelerated. Upon Default, the Lender may, at its option, exercise any and all rights and remedies available to it under this Promissory Note #2, the Development Agreement, or any applicable law, including, without limitation, the right to collect from the Borrower all sums due under this Note with interest accruing at an annual rate of 4% beginning 30 days following the City's demand for payment until paid in full, regardless of any prior forbearance, without demand or notice. The Borrower hereby waives presentment, demand for payment, notice of nonpayment, notice of dishonor, protest, and all other notices or demands in connection with the delivery, acceptance, performance, or Default of this Note.

6. If this Note is placed in the hands of an attorney for collection after Default in the payment of principal or interest, or if all or any part of the indebtedness represented hereby is proved, established, or collected in any court or in any bankruptcy, receivership, debtor relief, probate, or other court proceeding, the Borrower shall pay all reasonable costs and expenses incurred by or on behalf of Lender in connection with the Lender's exercise of any or all of its rights and remedies under this Note, including, without limitation, court costs, and attorneys' fees.

7. No delay or failure of the Lender to exercise any power or right shall operate as a waiver thereof, and such rights and powers shall be deemed continuous; nor shall a partial exercise preclude full exercise of such rights and powers. No right or remedy of the Lender shall be deemed abridged or modified by any course of conduct, and no waiver thereof shall be predicated thereon.

8. The obligations of the Borrower under the terms of this Note shall be binding on the successors-in-interest, legal representatives, and assigns of the Borrower, and shall inure to the benefit of the Lender and the Lender's successors-in-interest, legal representatives, and assigns.

9. This Note is also subject to the terms and conditions of the Development Agreement.

RESOLUTION NO. _____

**RESOLUTION APPROVING AND AUTHORIZING
EXECUTION OF A DEVELOPMENT AGREEMENT BY AND
AMONG THE CITY OF WEST DES MOINES, NEWPORT
BUILDING, LLC, INTL FCSTONE INC., AND EPATHUSA,
INC.**

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") for the Ashworth Corridor Urban Renewal Area (the "Ashworth Corridor Urban Renewal Area") described therein; and

WHEREAS, the Plan was amended on July 25, 2016 by Resolution No. 16-0-7-25-07, and which Plan, as amended, is or will be on file in the office of the Recorder of Dallas County; and

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

WHEREAS, the City has received a proposal from Newport Building, LLC (the "Developer"), INTL FCStone Inc. ("FCStone"), and ePATHUSA, Inc. ("ePATHUSA"), in the form of a proposed Development Agreement (the "Agreement") by and among the City, the Developer, FCStone, and ePATHUSA pursuant to which, among other things, the Developer would agree to construct certain Minimum Improvements (as defined in the Agreement) on certain real property located within the Ashworth Corridor Urban Renewal Area as defined and legally described in the Agreement and consisting of the construction of a 75,000 square foot building to be used for office space on the Development Property, together with all related site improvements, as outlined in the proposed Development Agreement; and

WHEREAS, one of the obligations of FCStone and ePATHUSA relates to employment retention and/or creation; and

WHEREAS, the Agreement further proposes that the City will make up to five (5) consecutive annual payments of Economic Development Grants to Developer consisting of a declining percentage of the Tax Increments pursuant to Iowa Code Section 403.19 and generated by the construction of the Minimum Improvements, the cumulative total for all such payments not to exceed the lesser of \$625,000, or the amount accrued under the formula outlined in the proposed Development Agreement, under the terms and following satisfaction of the conditions set forth in the Agreement. The Agreement would also obligate the City to make a \$4,000 Forgivable Loan and a \$4,000 No Interest Loan to ePATHUSA, subject to the terms and conditions in the Agreement; and

WHEREAS, Iowa Code Chapters 15A and 403 authorize cities to make loans and grants for economic development in furtherance of the objectives of an urban renewal project and to

appropriate such funds and make such expenditures as may be necessary to carry out the purposes of said Chapters, and to levy taxes and assessments for such purposes; and

WHEREAS, the Council has determined that the Agreement is in the best interests of the City and the residents thereof and that the performance by the City of its obligations thereunder is a public undertaking and purpose and in furtherance of the Plan and the Urban Renewal Law and, further, that the Agreement and the City's performance thereunder is in furtherance of appropriate economic development activities and objectives of the City within the meaning of Chapters 15A and 403 of the Iowa Code taking into account any or all of the factors set forth in Chapter 15A, to wit:

- a. Businesses that add diversity to or generate new opportunities for the Iowa economy should be favored over those that do not.
- b. Development policies in the dispensing of the funds should attract, retain, or expand businesses that produce exports or import substitutes or which generate tourism-related activities.
- c. Development policies in the dispensing or use of the funds should be targeted toward businesses that generate public gains and benefits, which gains and benefits are warranted in comparison to the amount of the funds dispensed.
- d. Development policies in dispensing the funds should not be used to attract a business presently located within the state to relocate to another portion of the state unless the business is considering in good faith to relocate outside the state or unless the relocation is related to an expansion which will generate significant new job creation. Jobs created as a result of other jobs in similar Iowa businesses being displaced shall not be considered direct jobs for the purpose of dispensing funds; and

WHEREAS, pursuant to notice published as required by law, this Council has held a public meeting and hearing upon the proposal to approve and authorize execution of the Agreement and has considered the extent of objections received from residents or property owners as to said proposed Agreement; and, accordingly the following action is now considered to be in the best interests of the City and residents thereof.

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

Section 1. That the performance by the City of its obligations under the Agreement, including but not limited to making of grants to the Developer and loans to ePATHUSA in connection with the development of the Development Property under the terms set forth in the Agreement, be and is hereby declared to be a public undertaking and purpose and in furtherance of the Plan and the Urban Renewal Law and, further, that the Agreement and the City's performance thereunder is in furtherance of appropriate economic development activities and

objectives of the City within the meaning of Chapters 15A and 403 of the Iowa Code, taking into account the factors set forth therein.

Section 2. That the form and content of the Agreement, the provisions of which are incorporated herein by reference, be and the same hereby are in all respects authorized, approved and confirmed, and the Mayor Pro Tem and the City Clerk be and they hereby are authorized, empowered and directed to execute, attest, seal and deliver the Agreement for and on behalf of the City in substantially the form and content now before this meeting, but with such changes, modifications, additions or deletions therein as shall be approved by such officers, and that from and after the execution and delivery of the Agreement, the Mayor Pro Tem and the City Clerk are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Agreement as executed.

PASSED AND APPROVED this 22nd day of August, 2016.

Presiding Officer

ATTEST:

City Clerk

CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

ITEM:

DATE: August 22, 2016

Public Hearing (5:35 p.m.)
South 35th Street Bridge Replacement

FINANCIAL IMPACT:

The engineering estimate of construction cost was estimated to be \$303,189.50 for the South 35th Street Bridge Replacement. There were two (2) bids submitted with the low bid of \$299,446.96 being submitted by Gus Construction (Casey, Iowa). Payments will be made from budgeted account no. 500.000.000.5250.490 with the ultimate funding intended to come from General Obligation Bonds.

BACKGROUND:

This project will replace an existing 31' x 20' steel I-beam bridge having high timber abutments and timber bridge deck with a 12' x 10' x 80' reinforced concrete box culvert. Work includes culvert construction, roadway grading, minor channel shaping, and placement of rip-rap. The project is anticipated to be completed by June 30, 2017.

OUTSTANDING ISSUES:

None.

RECOMMENDATION:

City Council Adopt:

- Resolution adopting Plans, Specifications, Form of Contract, and Estimate of Costs;
- Motion receiving and filing Report of Bids;
- Resolution awarding the construction contract to Gus Construction.

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

new

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	Des Moines Register
Dates(s) Published	August 12, 2016

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Works		
Date Reviewed	August 15, 2016		
Recommendation	Yes	No	Split

RESOLUTION

A RESOLUTION OF THE CITY OF WEST DES MOINES, IOWA, APPROVING Adopting Plans, Specifications, Form of Contract, and Estimate of Cost

WHEREAS, on July 25, 2016, Plans, Specifications, Form of Contract, and Estimate of Cost were filed with the City Clerk for the following described public improvement:

**South 35th Street Bridge Replacement
Project No. 0510-064-2014**

and,

WHEREAS, notice of hearing on Plans, Specifications, Form of Contract, and Estimate of Cost 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, that the Plans, Specifications, Form of Contract, and Estimate of Costs for said Public Improvement are hereby approved.

PASSED AND APPROVED 22nd day of August, 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 the Awarding of a 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 35th Street Bridge Replacement
Project No. 0510-064-2014**

and,

WHEREAS, bids have been received and opened by the City Clerk and placed on file by the City Council;

and,

WHEREAS, the bid of Gus Construction in the amount of \$299,446.96 was the lowest responsible bid received for said public improvement,

therefore;

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA, that a contract for the South 35th Street Bridge Replacement, is hereby awarded to Gus Construction in the amount of \$299,446.96 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 22nd day of August, 2016.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

CITY OF WEST DES MOINES - S. 35TH STREET OVER MIDDLE CREEK - PROJECT NO. 0510-064-2014

CBA No. 2014268 Letting date: AUGUST 17, 2016

		12' X 10' X 80'-0 SINGLE RCB WITH 0° SKEW			CB&A COST OPINION		GUS CONSTRUCTION CO., INC.		UNITED CONTRACTORS, INC.	
Code No.	Description	Quantity	Unit	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	
1 2101-0850001	CLEARING AND GRUBBING	0.6	ACRE	\$4,500.00	2,700.00	\$30,000.00	18,000.00	\$21,000.00	12,600.00	
2 2102-2625000	EMBANKMENT-IN PLACE	1,669.00	CY	\$14.50	24,200.50	\$18.00	30,042.00	\$19.50	32,545.50	
3 2102-2710070	EXCAVATION, CLASS 10, ROADWAY AND BORROW	588	CY	\$11.00	6,248.00	\$12.00	6,816.00	\$12.15	6,901.20	
4 2104-2710020	EXCAVATION, CLASS 10, CHANNEL	135.00	CY	\$11.00	1,485.00	\$11.00	1,485.00	\$8.00	1,080.00	
5 2105-8425015	TOPSOIL, STRIP, SALVAGE AND SPREAD	410.00	CY	\$11.00	4,510.00	\$5.00	2,050.00	\$17.00	6,970.00	
6 2113-0001100	SUBGRADE STABILIZATION MATERIAL, POLYMER GRID	260	SY	\$6.50	1,690.00	\$2.00	520.00	\$4.00	1,040.00	
7 2312-8260051	GRANULAR SURFACING ON ROAD, CLASS A CRUSHED STONE	150.00	TON	\$33.00	4,950.00	\$45.00	6,750.00	\$32.00	4,800.00	
8 2401-6745625	REMOVAL OF EXISTING BRIDGE	1.00	LS	\$13,000.00	13,000.00	\$5,500.00	5,500.00	\$10,000.00	10,000.00	
9 2402-0425040	FLOODED BACKFILL	46	CY	\$72.00	3,312.00	\$75.00	3,450.00	\$60.00	2,760.00	
10 2402-0875150	COMPACTION WITH MOISTURE CONTROL (STRUCTURES)	1,380.00	CY	\$4.00	5,520.00	\$4.00	5,520.00	\$8.25	11,385.00	
11 2402-2720000	EXCAVATION, CLASS 20	1140	CY	\$14.00	15,960.00	\$18.00	20,520.00	\$20.00	22,800.00	
12 2402-2725005	FOUNDATION TREATMENT MATERIAL	170.00	TON	\$38.00	6,460.00	\$38.00	6,460.00	\$45.00	7,650.00	
13 2403-0100020	STRUCTURAL CONCRETE (RCB CULVERT)	219.20	CY	\$495.00	108,504.00	\$444.00	97,324.80	\$625.00	137,000.00	
14 2404-7775000	REINFORCING STEEL	38256	LB	\$1.25	47,820.00	\$1.11	42,464.16	\$0.90	34,430.40	
15 2418-0000010	TEMPORARY STREAM DIVERSION	1	EACH	\$11,000.00	11,000.00	\$4,000.00	4,000.00	\$15,000.00	15,000.00	
16 2507-3250005	ENGINEERING FABRIC	450	SY	\$4.50	2,025.00	\$2.00	900.00	\$3.00	1,350.00	
17 2507-6800061	REVEMENT, CLASS E	320	TON	\$45.00	14,400.00	\$52.00	16,640.00	\$50.00	16,000.00	
18 2518-5910000	SAFETY CLOSURE	2.00	EACH	\$275.00	550.00	\$500.00	1,000.00	\$100.00	200.00	
19 2519-3280000	FENCE, FIELD	500.00	LF	\$7.50	3,750.00	\$12.00	6,000.00	\$11.20	5,600.00	
20 2519-3300400	FIELD FENCE BRACE PANELS	14	EACH	\$275.00	3,850.00	\$300.00	4,200.00	\$280.00	3,920.00	
21 2526-8285000	CONSTRUCTION SURVEY	1	LS	\$4,500.00	4,500.00	\$4,500.00	4,500.00	\$4,000.00	4,000.00	
22 2528-8445110	TRAFFIC CONTROL	1	LS	\$3,000.00	3,000.00	\$3,500.00	3,500.00	\$4,500.00	4,500.00	
23 2599-9999010	STORMWATER POLLUTION PREVENTION PLAN (SWPPP) PREPARATION	1	LS	\$2,750.00	2,750.00	\$550.00	550.00	\$550.00	550.00	
24 2599-9999010	STORMWATER POLLUTION PREVENTION PLAN (SWPPP) MANAGEMENT	1	LS	\$5,500.00	5,500.00	\$3,500.00	3,500.00	\$3,500.00	3,500.00	
25 2601-2634100	MULCHING	1.6	ACRE	\$750.00	1,200.00	\$750.00	1,200.00	\$1,200.00	1,920.00	
26 2601-2665043	SEEDING AND FERTILIZING (RURAL)	0.8	ACRE	\$1,850.00	1,320.00	\$3,500.00	2,800.00	\$1,000.00	800.00	
27 2601-2642100	STABILIZING CROP - SEEDING AND FERTILIZING	0.8	ACRE	\$1,100.00	880.00	\$2,500.00	2,000.00	\$900.00	720.00	
28 2602-0000020	SILT FENCE	120	LF	\$2.50	300.00	\$3.00	360.00	\$2.00	240.00	
29 2602-0000030	SILT FENCE FOR DITCH CHECKS	155	LF	\$3.50	542.50	\$4.00	620.00	\$2.00	310.00	
30 2602-0000101	MAINTENANCE OF SILT FENCE OR SILT FENCE FOR DITCH CHECK	275	LF	\$1.10	302.50	\$0.20	55.00	\$1.00	275.00	
31 2602-0000312	PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 12 IN. DIA.	240.00	LF	\$3.50	840.00	\$3.00	720.00	\$5.00	1,200.00	
				Total Bid Price	\$303,189.50		\$299,446.96		\$352,047.10	
				Bid as Read			\$299,446.96		\$352,047.10	

Bid Results Reviewed by:

Lowell G. Miller

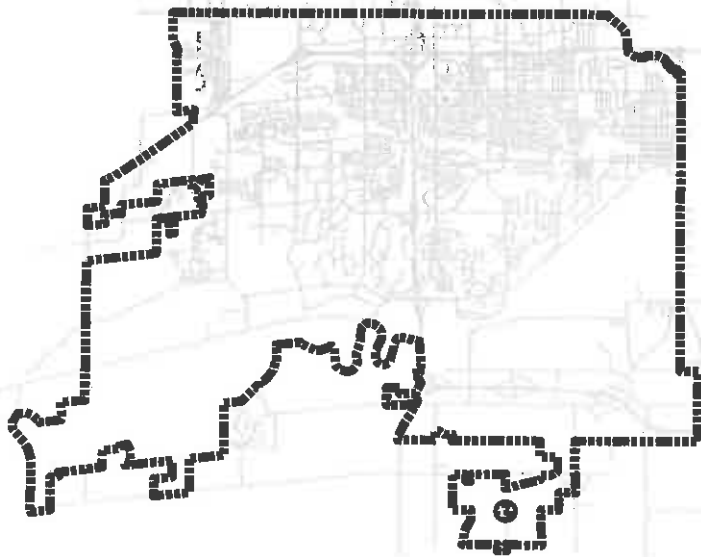
Lowell G. Miller, P.E.

8-18-16

Date



VICINITY MAP



LEGEND

PROJECT LOCATIONS



PROJECT: **South 35th Street Bridge Replacement (0510-064-2014)**

LOCATION: **South 35th Street - Adams Street to Corporate Limits**

DRAWN BY: JDR

DATE: 8-12-2016

SHT. 1 of 1

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

ITEM:DATE: August 22, 2016

Public Hearing (5:35 p.m.)
South 60th Street & Mills Civic Parkway Intersection Improvements

FINANCIAL IMPACT:

The engineering estimate of construction cost was estimated to be \$201,914.00 for South 60th Street & Mills Civic Parkway Intersection Improvements. There were three (3) bids submitted with the low bid of \$184,184.84 being submitted by Concrete Technologies, Inc. (Grimes, Iowa). Payments will be made from budgeted account no. 500.000.000.5250.490 with the ultimate funding intended to come from General Obligation Bonds and TIF.

BACKGROUND:

This project will add a dedicated right turn lane for northbound turning traffic from Mills Civic Parkway at South 60th Street. Work includes grading, paving and traffic signal modification. Paving is anticipated to be complete by November 4, 2016 and the entire project is anticipated to be completed by January 27, 2017.

OUTSTANDING ISSUES:

None.

RECOMMENDATION:

City Council Adopt:

- Resolution adopting Plans, Specifications, Form of Contract, and Estimate of Costs;
- Motion receiving and filing Report of Bids;
- Resolution awarding the construction contract to Concrete Technologies, Inc.

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

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	Des Moines Register
Dates(s) Published	August 12, 2016

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Works		
Date Reviewed	August 15, 2016		
Recommendation	Yes	No	Split

RESOLUTION

A RESOLUTION OF THE CITY OF WEST DES MOINES, IOWA, APPROVING Adopting Plans, Specifications, Form of Contract, and Estimate of Cost

WHEREAS, on July 25, 2016, Plans, Specifications, Form of Contract, and Estimate of Cost were filed with the City Clerk for the following described public improvement:

**South 60th Street & Mills Civic Parkway Intersection Improvements
Project No. 0510-051-2014**

and,

WHEREAS, notice of hearing on Plans, Specifications, Form of Contract, and Estimate of Cost 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, that the Plans, Specifications, Form of Contract, and Estimate of Costs for said Public Improvement are hereby approved.

PASSED AND APPROVED 22nd day of August, 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 the Awarding of a 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 60th Street & Mills Civic Parkway Intersection Improvements
Project No. 0510-051-2014**

and,

WHEREAS, bids have been received and opened by the City Clerk and placed on file by the City Council;

and,

WHEREAS, the bid of Concrete Technologies, Inc., in the amount of \$184,184.84 was the lowest responsible bid received for said public improvement,

therefore;

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA, that a contract for the South 60th Street & Mills Civic Parkway Intersection Improvements, is hereby awarded to Concrete Technologies, Inc., in the amount of \$184,184.84 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 22nd day of August, 2016.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk



Tabulation of Bids
West Des Moines, Iowa
SOUTH 60TH STREET AND MILLS CIVIC PARKWAY
INTERSECTION IMPROVEMENTS PROJECT
City Project Number: 0910-051-2014
Foth Project Number: 19W092.01



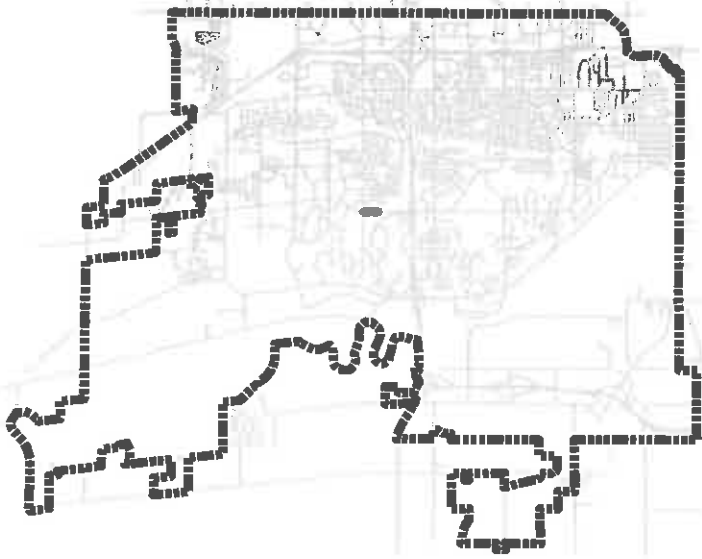
ITEM NO	ITEM CODE	ITEM DESCRIPTION	UNIT	QUANTITY	Engineer's Opinion of Cost		Concrete Technologies, Inc.		Absolute Concrete		Synergy Contracting, LLC	
					UNIT PRICE	SUBTOTAL	UNIT PRICE	SUBTOTAL	UNIT PRICE	SUBTOTAL	UNIT PRICE	SUBTOTAL
DIVISION 1 - GENERAL												
2.1	2010-D-1000	EARTHWORK SURGRADE AND SUBBASE	CY	154	\$ 21.00	\$ 3,234.00	\$ 21.00	\$ 3,234.00	\$ 21.00	\$ 3,234.00	\$ 21.00	\$ 3,234.00
2.2	2010-E-1000	TOPSOIL ON SITE	CY	305	\$ 9.00	\$ 2,745.00	\$ 9.00	\$ 2,745.00	\$ 9.00	\$ 2,745.00	\$ 9.00	\$ 2,745.00
2.3	2010-G-1000	EXCAVATION CLASS 10 WASTE	CY	644	\$ 2.50	\$ 1,610.00	\$ 2.50	\$ 1,610.00	\$ 2.50	\$ 1,610.00	\$ 2.50	\$ 1,610.00
2.4	2010-H-1000	SURGRADE PREPARATION 10 IN.	CY	81	\$ 65.00	\$ 5,265.00	\$ 65.00	\$ 5,265.00	\$ 65.00	\$ 5,265.00	\$ 65.00	\$ 5,265.00
DIVISION 2 - TRENCH AND TRENCHLESS CONSTRUCTION												
4.1	4000-A-1000	STORM SEWER, TRENCHED, RCP, CLASS III, 24 IN	LF	30	\$ 150.00	\$ 4,500.00	\$ 150.00	\$ 4,500.00	\$ 150.00	\$ 4,500.00	\$ 150.00	\$ 4,500.00
4.2	4000-C-1000	REMOVAL OF STORM SEWER LESS THAN OR EQUAL TO 36 IN	LF	345	\$ 17.00	\$ 5,865.00	\$ 17.00	\$ 5,865.00	\$ 17.00	\$ 5,865.00	\$ 17.00	\$ 5,865.00
4.3	4000-A-1000	SUBDRAIN 6 IN, PVC, CASE A	EA	2	\$ 800.00	\$ 1,600.00	\$ 800.00	\$ 1,600.00	\$ 800.00	\$ 1,600.00	\$ 800.00	\$ 1,600.00
4.4	4000-C-1000	SUBDRAIN CLEANOUT, TYPE A-1	EA	2	\$ 450.00	\$ 900.00	\$ 450.00	\$ 900.00	\$ 450.00	\$ 900.00	\$ 450.00	\$ 900.00
4.5	4000-D-1010	SUBDRAIN CONNECTION TO INTAKE OR STORM SEWER	EA	2	\$ 1,500.00	\$ 3,000.00	\$ 1,500.00	\$ 3,000.00	\$ 1,500.00	\$ 3,000.00	\$ 1,500.00	\$ 3,000.00
4.6	4000-A-1000	VIDEO INSPECTION OF STORM SEWER AND CULVERTS	LS	1	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
DIVISION 3 - WATER MAIN AND APPURTENANCES (NOT USED)												
DIVISION 6 - STRUCTURES FOR SANITARY AND STORM SEWER												
6.1	6010-B-1000	INTAKE DOUBLE GRATE WITH MANHOLE, 50x500	EA	1	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00
6.2	6010-E-1000	INTAKE ADJUSTMENT, MAJOR	EA	1	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00
DIVISION 7 - STREETS AND RELATED WORK												
7.1	7010-A-1000	PAVEMENT, REINFORCED PCC, CLASS C, 10 IN	SY	607	\$ 75.00	\$ 45,525.00	\$ 75.00	\$ 45,525.00	\$ 75.00	\$ 45,525.00	\$ 75.00	\$ 45,525.00
7.2	7010-B-1000	PCC PAVEMENT SAMPLES AND TESTING	LS	1	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
7.3	7010-A-1000	REMOVAL OF SIDEWALK OR SHARED USE PATH	SY	74.0	\$ 15.00	\$ 1,110.00	\$ 15.00	\$ 1,110.00	\$ 15.00	\$ 1,110.00	\$ 15.00	\$ 1,110.00
7.4	7000-C-1000	SHARED USE PATH, REINFORCED PCC, 8 IN	SY	51	\$ 65.00	\$ 3,315.00	\$ 65.00	\$ 3,315.00	\$ 65.00	\$ 3,315.00	\$ 65.00	\$ 3,315.00
7.5	7000-E-1004	PCC SIDEWALK, 4 IN	SY	19	\$ 55.00	\$ 1,045.00	\$ 55.00	\$ 1,045.00	\$ 55.00	\$ 1,045.00	\$ 55.00	\$ 1,045.00
7.6	7000-D-1000	DETECTABLE MARKINGS	SY	20.0	\$ 40.00	\$ 800.00	\$ 40.00	\$ 800.00	\$ 40.00	\$ 800.00	\$ 40.00	\$ 800.00
7.7	7000-H-1000	PAVEMENT REMOVAL	SY	144	\$ 15.00	\$ 2,160.00	\$ 15.00	\$ 2,160.00	\$ 15.00	\$ 2,160.00	\$ 15.00	\$ 2,160.00
DIVISION 8 - TRAFFIC SIGNALS AND TRAFFIC CONTROL												
8.1	8010-A-1000	TRAFFIC SIGNAL	LS	1	\$ 80,000.00	\$ 80,000.00	\$ 80,000.00	\$ 80,000.00	\$ 80,000.00	\$ 80,000.00	\$ 80,000.00	\$ 80,000.00
8.2	8010-B-1000	TEMPORARY TRAFFIC SIGNAL	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
8.3	SPECIAL	TRAFFIC CONTROL	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
DIVISION 9 - SITE WORK AND LABOR/CREW												
9.1	9020-A-1000	SODDING	SD	82	\$ 50.00	\$ 4,100.00	\$ 50.00	\$ 4,100.00	\$ 50.00	\$ 4,100.00	\$ 50.00	\$ 4,100.00
9.2	9010-D-1012	FILTER SOCKS, 12 IN, INSTALLATION	LF	410	\$ 3.50	\$ 1,435.00	\$ 3.50	\$ 1,435.00	\$ 3.50	\$ 1,435.00	\$ 3.50	\$ 1,435.00
9.3	9040-D-2012	FILTER SOCKS, 12 IN, MAINTENANCE AND REMOVAL	LF	410	\$ 1.50	\$ 615.00	\$ 1.50	\$ 615.00	\$ 1.50	\$ 615.00	\$ 1.50	\$ 615.00
DIVISION 10 - DEMOLITION (NOT USED)												
DIVISION 11 - MISCELLANEOUS												
11.1	11010-A-1000	CONSTRUCTION SURVEY	LS	1	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00
11.2	11030-C-1000	PAINTED PAVEMENT MARKINGS, DURABLE	STA	1.5	\$ 350.00	\$ 525.00	\$ 350.00	\$ 525.00	\$ 350.00	\$ 525.00	\$ 350.00	\$ 525.00
11.3	11030-G-1000	PAINTED SYMBOLS & LEGENDS, DURABLE	EA	3	\$ 750.00	\$ 2,250.00	\$ 750.00	\$ 2,250.00	\$ 750.00	\$ 2,250.00	\$ 750.00	\$ 2,250.00
11.4	11030-M-1000	GROOVES CUT FOR PAVEMENT MARKINGS	STA	1.5	\$ 50.00	\$ 75.00	\$ 50.00	\$ 75.00	\$ 50.00	\$ 75.00	\$ 50.00	\$ 75.00
11.5	11030-N-1000	GROOVES CUT FOR SYMBOLS AND LEGENDS	EA	3	\$ 150.00	\$ 450.00	\$ 150.00	\$ 450.00	\$ 150.00	\$ 450.00	\$ 150.00	\$ 450.00
DIVISION 12 - STRUCTURES (NOT USED)												
TOTAL BASE BID (Items 2.1 to 11.5)					\$	\$ 201,914.00	\$	\$ 201,914.00	\$	\$ 186,184.84	\$	\$ 348,488.84

I hereby certify that this is a true and correct tabulation of bids received of August 17, 2014 for the South 60th Street and Mills Civic Parkway Intersection Improvements Project.
City Project Number: 0910-051-2014 - West Des Moines, Iowa - 2014

Bradley D. Hopewey 8/17/14
Bradley D. Hopewey, P.E. License No. 66305 Date



VICINITY MAP



LEGEND

PROJECT LOCATIONS 



PROJECT: South 60th Street & Mills Civic Parkway Intersection Improvements(0510-051-2014)	
LOCATION: South 60th Street & Mills Civic Parkway	
DRAWN BY: JDR	DATE: 8-12-2016
SHT. 1 of 1	

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

Date: August 22, 2016

ITEM: Val-Gate, Southwest corner of Grand Avenue and 1st Street – Subdivide property into seven (7) lots and one (1) street lot for construction of a commercial development – First Street, LP – FP-002896-2015

RESOLUTION: Acceptance Public Improvements and Approval and Release of Final Plat

FINANCIAL IMPACT: Undetermined.

BACKGROUND: The applicant, First Street, LP, represented by Rick Baumhover with Bishop Engineering, is requesting approval of a Final Plat for approximately 5.37 acres generally located at the Southwest corner of Grand Avenue and 1st Street. The applicant proposes to subdivide the property into seven (7) lots for construction of a commercial development and one (1) street lot (7' dedication of right-of-way along Grand Avenue).

The associated Val-Gate Preliminary Plat was approved by the City Council on August 8, 2016.

CITY COUNCIL SUBCOMMITTEE This item was presented to the Development and Planning City Council Subcommittee on November 19, 2015 and August 8, 2016 as an informational item.

OUTSTANDING ISSUES: There are no outstanding issues. Staff would summarize the following:

- **Storm Water Connection Fee District:** The Val-Gate plat property is contained within the Grand Avenue East Storm Water Connection Fee District. The current fee for this district is \$15,884 per acre. The site contains 5.37 acres for a total of \$85,297.08 due for the Fee District at the time of final plat approval. The applicant would like to postpone the payment of this fee until after he has been paid by the City for the purchase of easements in conjunction with the Regional Storm Sewer project that will be traversing through his property. The amount that will be paid by the City for the easements over the applicant's property will be greater than what the applicant owes for the Fee District. Staff is recommending a condition of approval allowing this to occur, but that no occupancy permits, including temporary occupancy permits, may be issued for any buildings within the plat until the storm water fee has been paid in full.
- **Street Light Agreement:** The Val-Gate preliminary plat was approved with the condition that the applicant work with the City to resolve the question of applicability of the street light agreement which requires the applicant to install street lights along the streets adjacent to the applicant's site at such time that overhead power is placed underground even when the subject street is also a state highway. The applicant did not agree with the requirement. The applicant's attorney and the City Attorney have since come up with acceptable language for the agreement on this item and the applicant has agreed to sign the Street Light Agreement. The Agreement has been submitted for acceptance and recordation.
- **Sanitary Sewer Construction:** As a part of the Dollar Tree building construction, the applicant constructed a public sanitary sewer on the west side of the Dollar Tree building in front of the future 820 1st Street building (the site plan for which the City Council approved on August 8, 2016). This sewer will serve the Dollar Tree Store (Lot 7), Lots 3, 4, 5, & 6. This sewer was installed without approved construction drawings and inspections by the City during original construction. Staff tested and inspected the sewer after the construction was complete. The applicant provided as-built construction plans after the project was complete. There are two manholes that are not constructed at their final grade awaiting pavement on a future site plan.

As part of this approval, the Council is approving and accepting the following:

- Acceptance of public improvements associated with the construction of public sanitary sewer;

- A deed for Lot A to be dedicated as public right of way;
- Legal documents to establish public easements for ingress/egress and cross access and parking, traffic signals and streetscape.

A public sanitary sewer easement on the site will be taken forward to the City Council under separate action.

COMPREHENSIVE PLAN CONSISTENCY: The project has been reviewed for consistency with the Comprehensive Plan. Based upon that review, a finding has been made that the proposed project is consistent with the Comprehensive Plan in that the project is consistent with all of the goals and policies of the Comprehensive Plan and the land use map of the Comprehensive Plan.

RECOMMENDATION: Based upon the preceding review and a finding of consistency with the goals and policies of the Comprehensive Plan, staff recommends the City Council approve the Val-Gate Final Plat to establish 7 lots for commercial development and 1 street lot to be dedicated to the City as right-of-way, subject to the applicant complying with all applicable City Code requirements and the following:

1. The applicant shall pay the Storm Water Connection Fee District fee in the amount of \$85,297.08 no later than November 1, 2016 and prior to issuance of any additional occupancy permits, including temporary occupancy permits for any building or portion thereof on a parcel included within the Val-Gate Final Plat. If this condition is not met by November 1, 2016, no additional building permits will be issued for any parcel within the development.
2. Applicant shall update the as-built construction plans to reflect the final rim elevation of the two manholes in future pavement at such time the pavement is installed.

Lead Staff Member: Brian Portz *BP*

Staff Reviews:

Department Director	<i>LS</i>
Appropriations/Finance	
Legal	<i>AS</i>
Agenda Acceptance	<i>RTJ</i>

PUBLICATION(S) (if applicable)

Published In	n/a
Date(s) Published	n/a
Letter sent to surrounding property owners	n/a

SUBCOMMITTEE REVIEW (if applicable)

Committee	Development & Planning		
Date Reviewed	November 19, 2015 & August 8, 2016		
Recommendation	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Split <input type="checkbox"/>

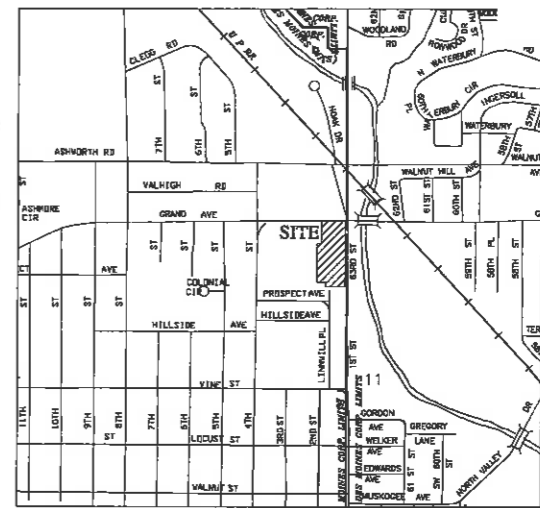
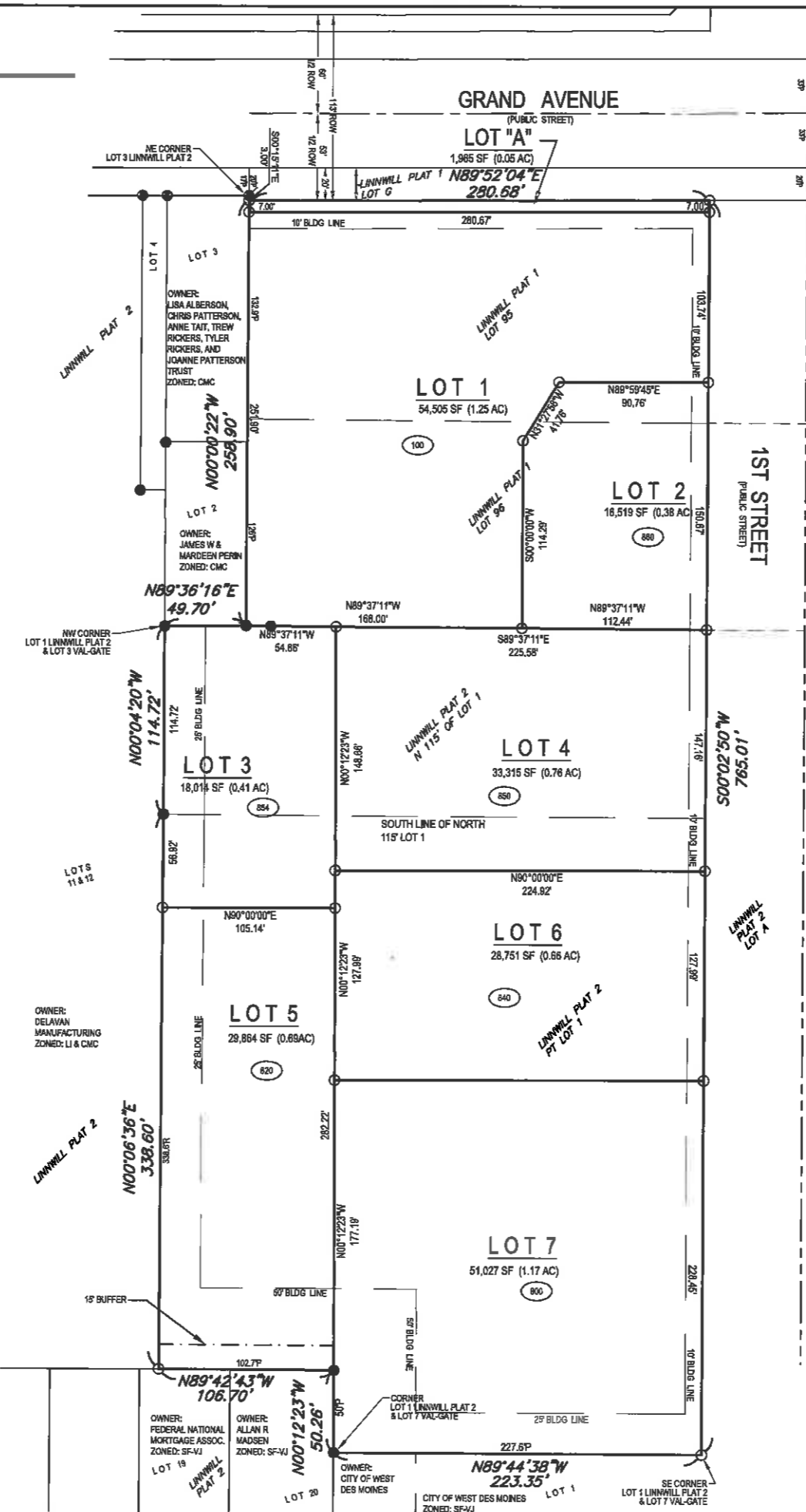
ATTACHMENTS:

- Exhibit I - Location Map
- Exhibit II - Final Plat
- Exhibit III - Resolution: Acceptance of Public Improvements and Approval and Release of Final Plat
- Exhibit A - Conditions of Approval
- Exhibit IV - Easements and Agreements to be Accepted

VAL-GATE Final Plat

PLATTING NOTES:

- INGRESS/EGRESS CROSS ACCESS EASEMENTS TO BE DEDICATED WITH THIS FINAL PLAT FOR THE BENEFIT OF ALL LOTS.
- LOT "A" IS AN UNBUILDABLE LOT AND WILL BE DEDICATED TO THE CITY AS RIGHT OF WAY.
- LINWELL PLAT 1 LOT G, STREET RIGHT OF WAY, DEEDED BOOK 5048 PAGE 173.
- ERROR OF CLOSURE OF THIS PLAT IS WITHIN ALLOWABLE LIMITS.
- ALL BEARINGS ARE BASED ON AN ASSUMED MERIDIAN FOR COMPUTATIONAL PURPOSES.
- ALL MONUMENT CORNERS SHALL BE SET WITHIN ONE YEAR OF RECORDATION OF THIS PLAT.



PROPERTY DESCRIPTION:
Lots 85 and 86 of Linwell Plat 1, an Official Plat in the City of West Des Moines, Polk County, IA, except for the east 60' feet;
AND
Lot 1 of Linwell Plat 2, an Official Plat in the City of West Des Moines, Polk County, IA.
Containing approximately 5.37 acres.

OWNER/APPLICANT:
FIRST STREET LP
4500 WESTOWN PKWY, SUITE 115
WEST DES MOINES, IOWA 50266
c/o John Mandelbaum 515-222-4201

COMPREHENSIVE PLAN LAND USE:
COMMUNITY COMMERCIAL DISTRICT-CMC

ZONING:
1st STREET REDEVELOPMENT PUD, UNDERLYING ZONING OF COMMUNITY COMMERCIAL (CMC)

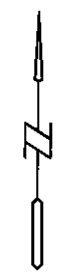
BUILDING SETBACKS: (per PUD)
PUBLIC STREET = 10'
SIDEREAR YARD = 25'
50' ADJACENT TO RESIDENTIAL;
0' ADJACENT TO SAME ZONING
INDUSTRIAL
PRIVATE DRIVE = 10' (EXCEPT LOT 7 SHALL BE CLOSER UNTIL SOUTH ACCESS IS RELOCATED)

BUFFERS:
SOUTH: 15' ALONG SOUTH PUD BOUNDARY AFTER SOUTH ACCESS HAS BEEN RELOCATED.
REQUIRED LANDSCAPING IN 15' BUFFER SHALL BE EQUIVALENT TO THE AMOUNT OF TREES AND SHRUBS REQUIRED IN 30' BUFFER.
WEST: NONE
NORTH & EAST: NONE, BUT STREETSCAPE IS REQUIRED

SHEET INDEX:
1 LOT DIMENSIONS
2 EASEMENTS

- LEGEND:**
- PROPERTY CORNER - FOUND AS NOTED
 - PROPERTY CORNER- PLACED 3/4" IRON PIPE WITH YELLOW PLASTIC CAP ID #12388
 - ## STREET ADDRESS

FLOOD CERTIFICATION:
THIS PROPERTY IS LOCATED IN ZONE X, AREAS PROTECTED BY LEVEES FROM 1% ANNUAL FLOOD CHANCE, ACCORDING TO THE FIRM (FLOOD INSURANCE RATE MAP) ISSUED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) ON FLOOD INSURANCE RATE MAP COMMUNITY PANEL No. 180251 0011C WITH AN EFFECTIVE DATE OF FEBRUARY 16, 2008.



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

—PRELIMINARY—

SIGNED: RICHARD H. BAUMHOVER, P.E. 12386 DATE: _____
LICENSE RENEWAL DATE: DEC. 31, 2017
PAGES OR SHEETS COVERED BY THIS SEAL: _____

Bishop Engineering
"Planning Your Successful Development"
3501 104th Street
Des Moines, Iowa 50322-3825
Phone: (515)276-0467 Fax: (515)276-0417
Civil Engineering & Land Surveying Established 1959

VAL-GATE
FINAL PLAT

LOT DIMENSIONS

REFERENCE NUMBER: 150180
DRAWN BY:
CHECKED BY:
REVISION DATE:
PROJECT NUMBER: 140154
SHEET NUMBER: 1 OF 2

EXHIBIT III

Prepared by: B. Portz, City of West Des Moines Development Services, P.O. Box 65320, West Des Moines, IA 50265-0320, 515-222-3620
When Recorded, Return to: City Clerk, City of West Des Moines, P. O. Box 65320, West Des Moines, IA 50265-0320

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, ACCEPTING PUBLIC IMPROVEMENTS AND APPROVING AND RELEASING THE FINAL PLAT, VAL-GATE (FP-002896-2015), FOR THE PURPOSE OF CREATING 7 LOTS FOR COMMERCIAL DEVELOPMENT AND 1 STREET LOT FOR RIGHT-OF-WAY DEDICATION TO THE CITY

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, First Street, LP, has requested approval of a Final Plat (FP-002896-2015) to create seven (7) lots for commercial development and one (1) street lot for future dedication to the City for right-of-way for that 5.37 acre site generally located on the southwest corner of Grand Avenue and 1st Street and legally described as follows;

Legal Description:

LOTS 95 AND 96 OF LINNWILL PLAT 1, AN OFFICIAL PLAT IN THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA, EXCEPT FOR THE EAST 60' FEET;

AND

LOT 1 OF LINNWILL PLAT 2, AN OFFICIAL PLAT IN THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA, CONTAINING APPROXIMATELY 5.37 ACRES.

WHEREAS, studies and investigations were made, and staff reports and recommendations were submitted which is made a part of this record and herein incorporated by reference;

WHEREAS, the West Des Moines Plan and Zoning Commission has reviewed the Preliminary Plat for Val-Gate and recommended approval on August 1, 2016, and;

WHEREAS, the Final Plat that was submitted for review was determined to be generally consistent with the Preliminary Plat for Val-Gate that was reviewed and approved by the City Council on August 8, 2016, and;

WHEREAS, on August 22, 2016, this City Council held a duly-noticed meeting to consider the application for Final Plat (FP-002896-2015) and;

WHEREAS, the West Des Moines City Council adopted a resolution which approved the Final Plat for Val-Gate at their meeting on August 22, 2016, subject to any conditions of approval, and;

WHEREAS, the City Council did accept public improvements associated with the construction of public sanitary sewer within the plat boundaries, and;

WHEREAS, the applicant has supplied a deed to the City of West Des Moines for Lot A to be dedicated as public right-of-way, and;

WHEREAS, the necessary easements have been established for traffic signals, streetscape, and public ingress and egress and parking, and;

WHEREAS, the City Council is accepting the City Attorney approved street light agreement for the future installation of street lights along 1st Street and Grand Avenue at such time that overhead power is placed underground, and;

WHEREAS, the City Council approves of the following address assignments;

- Lot 1: 100 Grand Avenue
- Lot 2: 860 1st Street
- Lot 3: 854 1st Street
- Lot 4: 850 1st Street
- Lot 5: 820 1st Street
- Lot 6: 840 1st Street
- Lot 7: 800 1st Street

WHEREAS, Val-Gate is zoned 1st Street Redevelopment PUD – Community Commercial (CMC) 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, dated August 22, 2016, or as amended orally at the City Council meeting of August 22, 2016, are adopted.

SECTION 2. Final Plat, Val-Gate (FP-002896-2015) is approved, subject to compliance with all the conditions in the staff report, dated August 22, 2016, including conditions added at the meeting, if any, and attached hereto as Exhibit "A". Violation of any such conditions shall be grounds for revocation of the entitlement, as well as any other remedy which is available to the City.

SECTION 3. This resolution does release the Final Plat (FP-002896-2015) for recordation. The City Council of West Des Moines, Iowa directs the City Clerk to release said plat for recordation in accordance with said City Council approval of the final plat on August 22, 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 August 22, 2016, among other proceedings, Roll Call No. _____ approved said plat on August 22, 2016, and released said Final Plat for recordation.

Ryan T. Jacobson
City Clerk

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of August, 2016.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson
City Clerk

**EXHIBIT A:
CONDITIONS OF APPROVAL**

1. The applicant shall pay the Storm Water Connection Fee District fee in the amount of \$85,297.08 no later than November 1, 2016 and prior to issuance of any additional occupancy permits, including temporary occupancy permits for any building or portion thereof on a parcel included within the Val-Gate Final Plat. If this condition is not met by November 1, 2016, no additional building permits will be issued for any parcel within the development.
2. Applicant shall update the as-built construction plans to reflect the final rim elevation of the two manholes in future pavement at such time the pavement is installed.

Prepared by B. Portz, Development Services PO Box 65320 West Des Moines IA 50265 (515)222-3620
Return to: City Clerk, City of West Des Moines PO Box 65320 West Des Moines, IA 50265 (515) 222-3614

AN AGREEMENT BY FIRST STREET LIMITED PARTNERSHIP TO THE CITY OF WEST DES MOINES, IOWA REGARDING THE INSTALLATION OF STREET LIGHTS

The undersigned, on behalf of First Street Limited Partnership, (hereinafter "Applicant"), states the following:

WHEREAS, the Applicant, as owner of property located at 100 Grand Avenue, 800, 820, 840, 850, 854 and 860 1st Street, West Des Moines, Iowa (hereinafter "Site") has applied to the City of West Des Moines for approval of a Final Plat, legally described as:

LOTS 95 AND 96 OF LINNWILL, AN OFFICIAL PLAT IN THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA, EXCEPT FOR THE EAST 60' FEET;

AND

LOT 1 OF LINNWILL PLAT 2, AN OFFICIAL PLAT IN THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA.

WHEREAS, on _____ day of _____, 2016 the West Des Moines City Council approved a Final Plat submitted by the Applicant, subject to several conditions, one of which requires the Applicant to install street lights along Grand Avenue and 1st Street adjacent to the applicant's site at such time that overhead power is placed underground and determined necessary by the City.

THEREFORE, in consideration for approval of the Final Plat by the City of West Des Moines, and pursuant to the Resolution of _____ day of _____, 2016 and the conditions imposed by the City Council and included in the Resolution, the undersigned, on behalf of the Applicant, hereby agrees to the following:

Full payment of the costs associated with the installation of street lights on Grand Avenue and 1st Street adjacent to the Site in a number and configuration as determined appropriate by the street light plan provided by MidAmerican Energy (or its successors) to the Applicant. Notwithstanding anything herein to the contrary, Applicant shall not be responsible for any costs associated with decorative or ornamental lighting or pole structures, such additional costs to be borne exclusively by parties other than the Applicant, its successors or assigns.

This document shall be recorded in the Office of the Recorder, Polk County, Iowa, and shall be binding upon the Applicant, its successors and assigns and shall run with the land. Notwithstanding anything herein to the contrary, Applicant shall only be liable for performance of the obligations hereunder during

Prepared by: B. Portz, Development Services PO Box 65320 West Des Moines IA 50265-0320 (515)222-3620
When Recorded, Return to: City Clerk, P.O. Box 65320, West Des Moines, IA 50265-0320

STREETSCAPE AND UTILITY EASEMENT(S)

KNOW TO ALL MEN BY THESE PRESENTS:

1. Grant of Easement(s).

The undersigned, First Street Limited Partnership, (hereinafter referred to as the "Grantor(s)"), owner(s) and/or developer(s) of the Val-Gate Plat, 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(s) (hereinafter referred to as "Streetscape and Utility Easement(s)" or "Easement(s)") and right-of-way upon, over, under, through and across the real property legally described as:

An easement across Lots 1, 2, 4, 6 and 7, Val-Gate, an Official Plat in West Des Moines, Polk County, Iowa, described as follows: The north 10.00 feet of said Lot 1; and the east 5.00 feet of said Lots 1 and 2; and the east 10.00 feet of said Lots 4, 6 and 7.

2. Use and Purpose of Easement(s).

This Easement shall be granted for the purpose of maintaining said property legally described herein for streetscape purposes to further the development of the City of West Des Moines Grand Avenue Redevelopment District as it has been determined that said property functions to effectively as a streetscape to be enhanced with vegetative plantings, site furniture, and other outdoor decoration. It has been further determined that said property also provides desirable open space which benefits the surrounding neighborhood area from an aesthetic and land use transition viewpoint.

Said easement may also be used for the locating of utilities which may include sanitary sewers, storm sewers, electric lines, gas lines, fiber optic lines, telephone lines, cable lines, water lines, and other such utilities.

Said Easement shall be subject to the following terms and conditions:

- (a) The Easement(s) shall be enhanced by the use of landscape plantings such as trees, shrubs, flower beds, etc., based upon the determination that said landscape plantings enhance the purpose or function of said Easement as open space and buffering. No fences, obstruction, building or other structures of any kind shall be placed within said Easement except as articulated in the City of West Des Moines Grand Avenue Redevelopment Plan and/or without prior written consent of the City.
- (b) The Easement shall be maintained by the Grantor(s) of said property to include, but not be limited to, the following:
 - (i) Mowing and general landscape maintenance to include dead wooding of trees and shrubs and maintaining grass height at a level of 2-1/2" to 3";

- (ii) Control of weed growth and/or preventative pesticides to control infestation of weeds and insects;
- (iii) General maintenance of benches and trash receptacles within the easement and the periodic removal of garbage from the trash receptacles; and
- (iv) General policing of the Easement to maintain said areas free from garbage, debris and other unnatural articles.

3. Maintenance.

The Grantor(s) is required to install and maintain the plantings as shown on the landscape plan for the redevelopment of each lot within the Val-Gate Plat and herewith shall be permitted to enter upon said Easement area to landscape and construct said streetscape as required by the City. The installation of the buffer plantings shall be completed prior to final inspection. The maintenance of the streetscape shall be the responsibility of the legal owner of the property.

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 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 said parties shall consent to the jurisdiction of Polk County, Iowa.

7. Words and Phrases.

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

8. 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.

9. 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 First Street Limited Partnership, their heirs, assigns, successors-in-interest, or lessees, if any.

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.

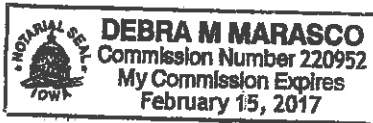
Dated this 27 day of July 2016.

First Street Limited Partnership,
By: First Street Corporation, its Sole
General Partner

By: John Mandelbaum
John Mandelbaum, President

STATE OF IOWA)
)SS
COUNTY OF POLK)

On this 27th day of July, 2016, before me, the undersigned, a Notary Public in and for said County and State personally appeared John Mandelbaum, to me personally known, who being by me duly sworn, did say that he is the President of First Street Corporation, the Sole General Partner of First Street Limited Partnership, executing the within and foregoing instrument and acknowledged that he executed the same as his voluntary act and deed of the Limited Partnership, by it and by him voluntarily executed.



Debra M. Marasco Lawrence
Notary Public in and for the State of Iowa

CITY OF WEST DES MOINES, IOWA

Steven K. Gaer, Mayor

Attest:

Ryan T. 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 T. 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: B. Portz, Development Services City of West Des Moines, PO Box 65320, West Des Moines, Iowa 50265, (515)222-3620
When Recorded Return to: City Clerk, PO Box 65320, West Des Moines, Iowa 50265-0320

SIGNAL EASEMENT(S)

KNOW TO ALL PERSONS BY THESE PRESENTS:

1. Grant of Easement(s).

The undersigned, First Street Limited Partnership (hereinafter referred to as the "Grantor"), owner and developer of Val-Gate Final Plat, 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 "Signal Easement" of "Easement(s)") and right-of-way upon, over, under, through and across the real property legally described as follows (hereinafter referred to as the "Easement Area"):

A triangular shaped easement across Lot 1, Val-Gate, an Official Plat in West Des Moines, Polk County, Iowa, described as follows: Beginning at the northeast corner of said Lot 1, thence south along the east lot line, 15.00 feet; thence northwesterly, to a point on the north lot line and 15.00 feet west of said northeast corner; thence east along said north lot line, 15.00 feet to the Point of Beginning.

2. Use and Purpose of Easement(s).

This Easement shall be granted for the purpose of location signal(s) (hereinafter referred to as "Signal(s)") and a "Signal Easement(s)" to permit and allow the City to enter at any time upon, over, under, through, and across into said Easement(s) herein described to patrol, police and maintain said Easement(s) and 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 Signal(s) therein or to connect and/or join Easement(s) granted herein. No structure, obstruction or building of any kind whatsoever shall be placed upon property that is the subject of this Easement without the express written consent of the City.

3. Maintenance.

The Grantor covenants and agrees to keep and maintain the grading and elevations of said Easement(s) in accordance with engineering plan approved by the City.

The Grantor further agrees to keep and maintain the Easement(s) free and clear of bushes, brush, trees, trash, debris, weeds, undergrowth, objects, structures, fences, landscape elements, dirt fill, and other obstructions, or affect grades in a manner which may interfere, obstruct, impede or affect the Easement(s) in the Easement Area.

The Grantor further agreed the City shall not be responsible whatsoever for any maintenance or upkeep of the land located within the Easement Area. Said responsibility to keep and maintain the Easement in

good repair, maintenance and condition shall rest solely with the Grantor at the Grantor's expense. If the City deems it necessary to protect and preserve the Easement(s), the City may perform maintenance of the Easement Area, and be reimbursed by the Grantor at the Grantor's sole expense.

After the initial construction of the Signal(s), and acceptance by the City, the City agrees, as part of the reconstruction, maintenance and patrolling of the Signal(s), to restore and replace the Easement Area to substantially the same condition as prior to the time of entry or as agreed upon by the City and the Grantor excepts 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 replacing of the Easement Area after being restored to its prior condition; any subsequent restoration by reason of settlement, depression or any unknown conditions must be accompanied by the Grantor, at the Grantor's sole expense.

4. Hold Harmless.

The Grantor 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 of liability, loss, damage, costs, expenses, or attorney's fees of any kind for actions or omissions of the Grantor 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 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(s), and said parties consent to the jurisdiction of the persons and the subject matter 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 neutral gender, according to text.

8. 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.

9. 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" shall refer to First Street Limited Partnership, its heirs, assigns, successors-in-interest, or lessees, if any.

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 27th day of July 2016.

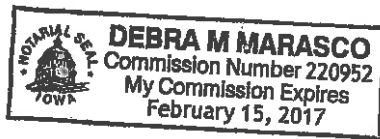
FIRST STREET LIMITED PARTNERSHIP

By: First Street Corporation, its Sole General Partner

By: John Mandelbaum
John Mandelbaum, President

STATE OF IOWA)
)ss:
COUNTY OF POLK)

On this 27th day of July, 2016, before me, the undersigned, a Notary Public in and for said County and State personally appeared John Mandelbaum, to me personally known, who being by me duly sworn, did say that he is President of First Street Corporation, the Sole General Partner of First Street Limited Partnership, executing the within and foregoing instrument and acknowledged that he executed the same as his voluntary act and deed of the Limited Partnership, by it and by him voluntarily executed.



Debra M. Marasco
Notary Public in and for said State

CITY OF WEST DES MOINES, IOWA

Steven K. Gaer, Mayor

Attest:

Ryan T. 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 T. 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 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 said State

Prepared By: B. Portz, 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 AND PARKING EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

Whereas, First Street Limited Partnership (hereinafter "Grantor") is the titleholder of Lots 1-7, Val-Gate, an official plat in the City of West Des Moines, Polk County, Iowa; and

Whereas, it is in the interest of the Grantor and future parties in interest of these various lots to ensure access between the lots for an efficient traffic flow between these lots, to ensure access to public rights of way, and provide unrestricted shared parking between all properties; and

Whereas a grant of mutual permanent easements for the benefit of the above listed property to allow ingress/egress, cross access, and shared parking will ensure the efficient flow of traffic between these lots and to meet potential parking needs of all lots within the Val-Gate plat; and

Whereas, the execution of such an easement is a condition of the approval of the Val-Gate final plat.

Wherefore, the Grantor hereby grants, establishes and conveys a permanent and perpetual easement to and for the benefit of Lots 1-7, Val-Gate, an official plat in the City of West Des Moines, Polk County, Iowa. Said easement shall allow the mutual use of current and future access drives, roadways, and parking located on the above-listed lots by the customers and invitees of the other above-listed lots.

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.

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

DATE: August 22, 2016

ITEM: Ordinance Amendment – Title 9, Zoning, Restaurants and Bars in the Industrial Districts – City Initiated
AO-003186-2016

MOTION: Refer to Plan and Zoning Commission

FINANCIAL IMPACT: Undetermined.

BACKGROUND: Staff recently reviewed a Pre-Submittal application through the Development Review Process for a restaurant/bar inquiring about locating in an industrial district south of Railroad Avenue. Currently, the City Code does not provide for restaurants and bars to be allowed in the industrial zoned districts. After discussion among staff, Staff is proposing that an ordinance amendment to allow these uses in the industrial zones with performance measures be written for consideration by the Plan & Zoning Commission and the City Council review.

At this time Staff is requesting that the City Council initiate the rezoning request and refer it to the Plan and Zoning Commission for their review and recommendation. The initiation of the rezoning request by the City Council does not indicate support or opposition to the rezoning request or the project pending on this site. The initiation of the request merely responds to the due process rights of the petitioner.

RECOMMENDATION: Staff recommends initiation of the rezoning request and forwarding it to the Plan and Zoning Commission for their review and recommendation.

Lead Staff Member: Kara Tragesser, AICP



STAFF REVIEWS:

Department Director	
Appropriations/Finance	
Legal	
Agenda Acceptance	

PUBLICATION(S) (if applicable)

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

SUBCOMMITTEE REVIEW (if applicable)

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

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

Date: August 22, 2016

ITEM: Ordinance Amendment – Amend Title 9 (Zoning), Chapter 18 (Signs), to amend the regulations for the Valley Junction Historic Business District (VJHB).

MOTION: Refer to Plan and Zoning Commission

FINANCIAL IMPACT: Undetermined.

BACKGROUND: Staff has been working with the Valley Junction Foundation for a number of years to identify the activities and needs of the businesses in the VJHB district and what sections of the code would need to be refined to legally accommodate those needs. One of the primary requests of the businesses is more permissive signage regulations, especially the allowance to have projecting signs.




Projecting signs, which are also called blade signs, are signs that are mounted perpendicular to the building walls. The current sign code prohibits projecting signs across the City; however, a few have been allowed through PUD's (Century Theatres and Bar Louie's at Jordan Creek and Wellman's in Village at Ponderosa for example) or through the adoption of special development guidelines for a defined area (Val-Gate District: Taco John's sign). The prohibition of these signs in the VJ commercial area dates back to the early 70's when there was a proliferation of large projecting signs that advertised alcoholic beverages. In an effort to change the image of the area, the City Council changed the city code to prohibit projecting signs. Because of the minimal setback of the buildings from the public right-of-way line, any projecting signs would have extended over public property so that may have also influenced the City Council action at that time.

At this time staff is requesting the City Council initiate the amendment to the sign code to review sign regulations for the VJHB District and refer it to the Plan and Zoning Commission for their review and recommendation. The initiation of the ordinance amendment by the City Council does not indicate support or opposition to the request. The initiation of the request responds to the due process rights of the petitioner.

RECOMMENDATION: Staff recommends initiation of the ordinance amendment and forwarding it to the Plan and Zoning Commission for their review and recommendation.

Lead Staff Member: Kevin Wilde, Sign and Zoning Administrator

Staff Reviews:

Department Director	
Appropriations/Finance	
Legal	
Agenda Acceptance	

PUBLICATION(S) (if applicable)

Published In	n/a
Date(s) Published	n/a
Letter sent to surrounding property owners	n/a

SUBCOMMITTEE REVIEW (if applicable)

Committee	n/a		
Date Reviewed	n/a		
Recommendation	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Split <input type="checkbox"/>