

CITY OF WEST DES MOINES

COUNCIL AGENDA

date: October 3, 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. Promotion of Police Sergeant Shawn Miller
 - b. 2016 Citizen Survey - ETC Institute
4. **Consent Agenda**
 - a. Motion - Approval of Minutes of September 19, 2016 Meeting
 - b. Motion - Approval of Bill Lists
 - c. Motion - Approval of Liquor Licenses:
 1. Casey's Marketing Company d/b/a Casey's General Store #2297, 108 8th Street - Add Carryout Native Wine to Existing Class BC Beer Permit
 2. CEC Entertainment, Inc. d/b/a Chuck E. Cheese's #958, 1431 22nd Street - Class BB Permit with Sunday Sales - Renewal
 3. Des Moines Golf and Country Club d/b/a Des Moines Golf and Country Club, 1600 Jordan Creek Parkway - Class LC Liquor License with Carryout Wine, Sunday Sales, and Outdoor Service Privileges - Renewal
 4. Hy-Vee, Inc. d/b/a Hy-Vee Meeting Room, 1725 Jordan Creek Parkway - Transfer Location Temporarily to 1236 Jordan Creek Parkway (SpringHill Suites) - October 12-13, 2016
 5. Jethro's and Jaspers, Inc. d/b/a Jethro's Jambalaya, 9350 University Avenue - Class LC Liquor License with Sunday Sales, Outdoor Service, and Catering Privileges - Renewal
 6. Crab Addison, Inc., d/b/a Joe's Crab Shack, 130 South Jordan Creek Parkway - Class LC Liquor License with Sunday Sales and Outdoor Service - Renewal

Council Agenda

October 3, 2016

7. Monterrey III, LLC, d/b/a Monterrey III, 6630 Mills Civic Parkway, Unit 3116 - Class LC Liquor License with Sunday Sales - Renewal
8. SA Petro Mart, Inc., d/b/a SA Petro Mart, 136 1st Street - Class BC Permit with Carryout Wine and Sunday Sales - Renewal
9. SA Petro Mart, Inc., d/b/a SA Petro Mart (Liquor Room), 136 1st Street - Class LE Liquor License with Sunday Sales - Renewal
- d. Motion - Approval of Extended Sound Permits:
 1. 5704 Aspen Drive Private Party with Outdoor Music, October 15, 2016
 2. Nature Lodge Wedding, October 29, 2016
- e. Motion - Approval of Lane Closure for Block Party - 900 Block of 41st Street and 4100 Block of Aspen Drive, October 8, 2016
- f. Motion - Approval of City Council Chambers Usage Policy
- g. Motion - Approval of Assignment - Agreement for Financial Advisory Services
- h. Resolution - Approval to Add Woodland Lake to the City's Solid Waste Collection Program and Approval and Acceptance of Hold Harmless Agreement
- i. Resolution - Direct Advertisement for Sale, Approval of Electronic Bidding Procedures and Approval of Official Statement:
 1. Issuance of \$7,200,000 General Obligation Bonds
 2. Issuance of \$11,425,000 General Obligation Urban Renewal Bonds
- j. Resolution - Approval of 28E Agreement with Iowa Alcoholic Beverages Division - Iowa Pledge Tobacco Compliance Program
- k. Resolution - Accept Work:
 1. Alluvion 1A2 Water Main Improvements
 2. Public Safety Station 17 HVAC Improvements
- l. Resolution - Approval of Professional Services Agreement - Public Safety Station 18 HVAC Commissioning
- m. Resolution - Approval of Railroad Bridge Construction Agreement - Iowa Interstate Railroad Bridge Replacement over Sugar Creek
- n. Resolution - Approval of Development Services Record Retention Schedule for Planning and Development Review Files
- o. Resolution - Approval of Extension of Entitlement for Preliminary Plat - Whisper Rock at Quail Cove
- p. Resolution - Approval of Agreements Regarding the Alluvion Urban Renewal Area:
 1. City of Norwalk
 2. Warren County
- q. Resolution - Approval of Agreements Regarding the Osmium Urban Renewal Area:
 1. City of Cumming
 2. Madison County
 3. Warren County
- r. Resolution - Approval of Settlement Agreement - Carol Gass
- s. Proclamation - Approval of Proclamations:
 1. Recognition of Police Sergeant Shawn Miller
 2. Profriend Week, October 17 -21, 2016

5. Old Business

- a. Redevelopment Incentive Policy - City Initiated
 - 1. Resolution - Approval of Clarification of Policy

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

- a. Browns Woods Estates, west side of Veterans Parkway approx. 500 ft. south of SE Browns Woods Drive - Amend the Comprehensive Plan Land Use Designation from Low Density Residential to Single Family Residential and Rezone from Residential Estate to Residential Single Family - Venture Homes, LLC
 - 1. Motion - Continue Public Hearing to October 17, 2016
- b. Della Vita, northwest corner of 88th Street and EP True Parkway - Amend the Comprehensive Plan Land Use Designation from Office and High Density Residential to Single Family and Medium Density Residential and Rezone Property from Unzoned to a Planned Unit Development (PUD) - Interchange Partners Property
 - 1. Resolution - Approval of Comprehensive Plan Amendment
 - 2. Ordinance - Approval of First Reading
- c. Parts of Street Lot F and All of Street Lot I, Corrected Michael's Landing Plat 1 - Conveyance of Property - Mill Ridge Homes, LLC
 - 1. Resolution - Approval of Conveyance Property

7. New Business

- a. Mill Ridge Plat 1, north of the intersection of Harper Lane and South 92nd Street - Plat Property into 31 Single Family Lots, Four Outlots, and Four Street Lots - Mill Ridge Homes, LLC
 - 1. Resolution - Approval and Release of Final Plat
- b. West Green Industrial Park, 175 South 9th Street - Subdivide Property into 36 Lots for Industrial Development and One Outlot - Next Phase Development, LLC
 - 1. Resolution - Approval of Preliminary Plat
- c. Amendment to City Code - Title 6 (Motor Vehicles and Traffic), Chapter 9 (Traffic Schedules), Section 2 (Through Streets Stop Required) - South Grand Prairie Parkway, North Corporate Limits to Mills Civic Parkway - City Initiated
 - 1. Ordinance - Approval of First Reading
- d. Amendment to City Code - Title 6 (Motor Vehicles and Traffic), Chapter 9 (Traffic Schedules), Section 5 (No Parking Zones) - South Grand Prairie Parkway, North Corporate Limits to Mills Civic Parkway - City Initiated
 - 1. Ordinance - Approval of First Reading

- e. Amendment to City Code - Title 6 (Motor Vehicles and Traffic), Chapter 9 (Traffic Schedules), Section 10 (Special Speed Zones) - South Grand Prairie Parkway, North Corporate Limits to Mills Civic Parkway - City Initiated
 - 1. Ordinance - Approval of First Reading

- f. Amendment to City Code - Title 6 (Motor Vehicles and Traffic), Chapter 9 (Traffic Schedules), Section 12 (Truck Routes) - South Grand Prairie Parkway, North Corporate Limits to Mills Civic Parkway - City Initiated
 - 1. Ordinance - Approval of First Reading

- 8. Receive, File and/or Refer**
 - a. Amendment to City Code - Title 9 (Zoning) - Establish Performance Standards for Snow Maintenance Facilities - City Initiated (Refer to Plan and Zoning Commission)

 - b. Amendment to City Code - Title 9 (Zoning) - Regulate Indoor Self-Storage in Commercial Districts - City Initiated (Refer to Plan and Zoning Commission)

 - c. Amendment to City Code - Title 9 (Zoning), Chapter 14 (Accessory Structures) - Regulate Materials Used on Fuel Pump Island Canopies - City Initiated (Refer to Plan and Zoning Commission)

- 9. Other Matters**

CITY COUNCIL WORKSHOP

(immediately follows Council meeting)

- 1. Classification of Veterans Parkway, west of I-35

- 2. Other Matters

September 19, 2016

West Des Moines City Council Proceedings
Monday, September 19, 2016

Mayor Steven K. Gaer opened the regularly scheduled meeting of the City Council of West Des Moines, Iowa, in the Council Chambers of the West Des Moines City Hall on Monday, September 19, 2016 at 5:30 PM. Council members present were: R. Messerschmidt, J. Mickelson, K. Trevillyan, and R. Trimble.

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

Vote 16-361: Messerschmidt, Mickelson, Trevillyan, Trimble...4 yes
Motion carried.

On Item 2. Public Forum

Ed Ames, 308 6th Street, expressed concerns about the possibility of Polk County increasing the minimum wage, and he stated he believes no level of government should become involved with wages between an employer and employee.

Council member Sandager arrived at 5:35 p.m. The attendance was re-taken. Council members present were: R. Messerschmidt, J. Mickelson, J. Sandager, K. Trevillyan, and R. Trimble.

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

Council member Sandager presented gifts to the City, given by its sister city - Mateh Asher, Israel. He also stated a detailed report on the recent sister city trip to Mateh Asher has been distributed to the Mayor and Council.

Council member Trimble reported he attended a meeting of the Des Moines Area Metropolitan Planning Organization (MPO) Water Trails and Greenways Steering Committee, at which the water trails and greenways master plan was approved and discussion was held on the next steps and associated costs.

City Manager Tom Hadden introduced Cindi McDonald, Associate Superintendent with the Waukee Community School District, who has been appointed as the next Superintendent effective February 1, 2017, upon the retirement of current Superintendent David Wilkerson.

Ms. McDonald stated she looks forward to working with the City on potential collaborations between the City and the Waukee Community School District.

September 19, 2016

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 September 6, 2016 Meeting
- b. Approval of Bill Lists
- c. Approval of Liquor Licenses:
 - 1. Apple Corps, L.P., d/b/a Applebee's Neighborhood Grill & Bar, 6190 Mills Civic Parkway - Class LC Liquor License with Sunday Sales - Renewal
 - 2. Two Tees, LLC, d/b/a Blu Toro, 5585 Mills Civic Parkway, Suite 110 - Class LC Liquor License with Sunday Sales and Outdoor Service - New
 - 3. Casey's Marketing Company d/b/a Casey's General Store #2297, 108 8th Street - Class BC Permit with Sunday Sales - Renewal
 - 4. Envision Homes, LLC d/b/a Heart of Iowa Marketplace, 211 5th Street - Class B Native Wine Permit with Sunday Sales - Renewal
 - 5. Hy-Vee, Inc. d/b/a Hy-Vee Meeting Room, 1725 Jordan Creek Parkway - Transfer Location Temporarily to 1236 Jordan Creek Parkway (SpringHill Suites) - September 28, 2016
 - 6. Rogers Entertainment, d/b/a Jeremiah Bullfrogs, 1907 EP True Parkway - Class LC Liquor License with Sunday Sales - Renewal
 - 7. Butterface, LLC d/b/a The Keg Stand, 3530 Westown Parkway - Class LC Liquor License with Sunday Sales and Outdoor Service Privileges - Renewal
 - 8. Riley Drive Entertainment XII, Inc., d/b/a Saints Pub Jordan Creek, 165 South Jordan Creek Parkway - Class LC Liquor License with Sunday Sales and Outdoor Service - Renewal
 - 9. Taste! To Go and Catering, LC, d/b/a Taste! To Go and Catering, 5901 Mills Civic Parkway, #4500 (The Container Store) - 5-Day Class BW Permit - November 17, 2016
 - 10. Riley Drive Entertainment I, Inc., d/b/a Tonic Bar, 5535 Mills Civic Parkway - Class LC Liquor License with Carryout Wine, Sunday Sales, Outdoor Service, and Catering Privileges - Renewal
 - 11. InterMountain Management, LLC d/b/a TownePlace Suites, 125 South 68th Street - Class LB Liquor License with Sunday Sales - Renewal
- d. Approval of Order for Violation of Alcohol Laws
- e. Approval of Cigarette/Tobacco Permit
- f. Approval of FY 2015-16 Iowa Department of Transportation City Street Financial Report
- g. Accept Work - 2014 Sidewalk Improvement Project, Phase 1
- h. Approval of Professional Services Agreements:
 - 1. 2016 Channel Repair
 - 2. 2016 Durable Pavement Markings
 - 3. Middle Creek Trunk Sewer Extension
 - 4. Osmium Environmental Services

September 19, 2016

5. Veterans Parkway - SE Adams Street to SE 50th Street
 6. Veterans Parkway - SE 50th Street to SW 60th Street
 7. Veterans Parkway - SW 60th Street to SW Wild Rose Lane
 8. Veterans Parkway - SW Wild Rose Lane to SW Grand Prairie Parkway
 9. SW Grand Prairie Parkway - Veterans Parkway to SW Madison Avenue
 10. SW 60th Street - Veterans Parkway South
 11. SE 50th Street and SE Adams Street
- i. Acceptance of Public Improvements - West Park Plat 1 - SE Waco Place/98th Street Public Improvements
 - j. Approval of Extension of Entitlement for Preliminary Plat - Lincoln Street Park Plat 4
 - k. Approval and Acceptance of a Storm Water Management Facility Maintenance Agreement - Jordan Creek Business Park
 - l. Approval of IEDA Economic Development Assistance Contract - I2 Tech, LLC
 - m. Approval of an Extension of Temporary Modification to PUD Restrictions - Hallett Materials Trial Rock Crushing

Vote 16-362: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

On Item 5(a) Alluvion Urban Renewal Area TIF Ordinance, 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 16-363: 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 16-364: 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 16-365: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

September 19, 2016

On Item 6(a) Mayor Gaer indicated this was the time and place for a public hearing to consider Development Agreement, Fuller Road Urban Renewal Area - Development of Site Improvements Including an 18,000 sq. ft. Office Renovation and Expansion and Addition of a 7,735 sq. ft. Storage Area, initiated by I2 Tech, LLC. He asked for the date the notice was published and the City Clerk indicated the notice was published on September 9, 2016 in the Des Moines Register. Mayor Gaer asked if any written comments had been received. The City Clerk stated none had been received.

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

It was moved by Trimble, second by Messerschmidt to adopt Resolution - Approval of Agreement.

Vote 16-366: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

On Item 6(b) Mayor Gaer indicated this was the time and place for a public hearing to consider 2015-2016 FY Community Development Block Grant Program - Consolidated Annual Performance Evaluation Report (CAPER), 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 September 9, 2016 in the Des Moines Register, September 14, 2016 in the Indianola Record Herald, September 15, 2016 in the Dallas County News, and September 7, 2016 in the Madisonian. Mayor Gaer asked if any written comments had been received. The City Clerk stated none had been received.

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

It was moved by Trimble, second by Messerschmidt to adopt Resolution - Approval of CAPER.

Council member Trimble inquired why the goal for internet service was not reached in FY 2015-16, and he inquired if staff expects it to be reached in FY 2016-17.

Christine Gordon, Housing Planner, responded the internet service program has been on hold until the outstanding matters related to Phenix Elementary School are resolved, because that building was the intended location for the antenna. Staff does anticipate the goal will be reached in FY 2016-17.

Vote 16-367: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

September 19, 2016

On Item 6(c) Mayor Gaer indicated this was the time and place for a public hearing to consider Raccoon River Drive over Sugar Creek Bridge Replacement, initiated by the City of West Des Moines. He asked for the date the notice was published and the City Clerk indicated the notice was published on September 9, 2016 in the Des Moines Register. Mayor Gaer asked if any written comments had been received. The City Clerk stated none had been received.

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

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

Vote 16-368: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

On Item 6(d) Mayor Gaer indicated this was the time and place for a public hearing to consider Stagecoach Drive Improvements, South 88th Street West, 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 September 9, 2016 in the Des Moines Register. Mayor Gaer asked if any written comments had been received. The City Clerk stated none had been received.

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

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

Vote 16-369: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

On Item 6(e) Mayor Gaer indicated this was the time and place for a public hearing to consider Public Safety Station 18 HVAC Improvements, 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 September 9, 2016 in the Des Moines Register. Mayor Gaer asked if any written comments had been received. The City Clerk stated none had been received.

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

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

September 19, 2016

to Bali Team, LLC.

Vote 16-370: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

On Item 6(f) Mayor Gaer indicated this was the time and place for a public hearing to consider Fairmeadows Park Storm Sewer Improvements, 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 September 9, 2016 in the Des Moines Register. Mayor Gaer asked if any written comments had been received. The City Clerk stated none had been received.

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

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

Vote 16-371: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

On Item 6(g) Mayor Gaer indicated this was the time and place for a public hearing to consider Walnut Woods Drive Culvert Replacement and 27th Street Culvert Repair, 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 September 9, 2016 in the Des Moines Register. Mayor Gaer asked if any written comments had been received. The City Clerk stated none had been received.

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

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

Vote 16-372: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

On Item 7(a) Roger's Farm West Apartment Homes, southeast corner of Stagecoach Drive and South Jordan Creek Parkway - Approval of a Site Plan to Construct a 522 Unit Apartment Development, initiated by Edward Rose Millennial Development, LLC

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

September 19, 2016

of approval listed in the Resolution.

Dave Cooper, 601 Hillside Avenue, spoke in opposition to the proposed development, stating he believes there are already too many apartments in West Des Moines and not enough single-family homes.

Council member Trevillyan noted this property is already zoned for apartments.

Council member Trimble stated the Council has plans to update the comprehensive plan in the near future, and Mr. Cooper's concerns will be taken into consideration.

Vote 16-373: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

On Item 7(b) Historic West Des Moines Plan, initiated by the City of West Des Moines

Mike Hoffman, Teska Associates, and Diane Williams, Business Districts, Inc., presented information on the proposed Historic West Des Moines Plan.

Suzan Kelsey Brooks, 600 34th Street, expressed concerns that the proposed Historic West Des Moines Plan will not benefit the residents of the area, and she believes it could transform the neighborhood from a low-income residential area into a retail and entertainment destination with high-density rental housing, which could generate parking and traffic issues throughout the area. She stated she believes West Des Moines already has an abundance of retail, and the Historic West Des Moines area doesn't have sufficient spaces available for retail development.

Dave Cooper, 601 Hillside Avenue, stated he does not want to see the Phenix Elementary School property rezoned for apartments.

Barb Bailey-Mead, 502 7th Street, expressed concerns that the proposed Historic West Des Moines Plan will result in higher density of housing in the area, which could generate parking and traffic issues and add students for Hillside Elementary School, which she believes is already crowded. She suggested the City consider other uses for the Phenix Elementary School property, such as studios or offices for artists, non-profits, and businesses. She also expressed a desire that the playground on the Phenix Elementary School property remain open to the public.

Raul Pantoga, 690 South 35th Street, expressed doubt with the Historic West Des Moines Plan's assumption that Valley Junction properties could rent for \$12 to \$15 per square foot, as he doesn't believe the neighborhood has the income to support that, and he recently sold a property in that area at a rate of \$8 per square foot. He stated there is a need for affordable spaces in Valley Junction, and there should also be more areas zoned for light manufacturing. He also expressed a desire that the proposed plan benefit the residents of the area, and he believes the area should remain primarily small single-family homes with no new apartments added to the

September 19, 2016

area. He also suggested there should be an overpass or traffic signals on Railroad Avenue, somewhere between 1st Street and 8th Street, to provide better access between the Valley Junction area and the properties south of Railroad Avenue.

Cris Krull, 205 South 29th Street, stated she would like to see the Phenix Elementary School property be available to the community, possibly as a concert venue, as opposed to being converted to low-income housing. She also expressed concerns about how the proposed Historic West Des Moines Plan could affect the existing businesses in Valley Junction, and she stated the consultant can't possibly know the Historic West Des Moines community and its needs as well as the residents of that area.

Angela Burgitt, 1710 Frazier Avenue, Des Moines, stated she owns a business in Valley Junction, and she supports the proposed Historic West Des Moines plan. She stated she loves the old buildings of that area, but she also doesn't want to see them in disrepair. She would like to see any business in Valley Junction that could offer employment opportunities for the residents of the area. She also stated she believes the proposed improvements of the Historic West Des Moines Plan would increase property values throughout the area.

Kay Bartolo, 640 6th Street, expressed concerns about potential parking issues and increased traffic if there is more high-density housing in the Valley Junction area. She agreed with Mr. Pantoga's suggestion that there should be an overpass or traffic signals on Railroad Avenue, somewhere between 1st Street and 8th Street, to provide better access between the Valley Junction area and the properties south of Railroad Avenue.

Becky Smith, 2109 Center Street, inquired if the City intends to use eminent domain to convert existing residential properties to expand the Valley Junction business district.

Mayor Gaer responded that the City has no intentions of using eminent domain or purchasing any properties.

Doug Lenhart, 912 17th Street, expressed concerns that he was not informed of the opportunities for public input throughout the process for the Historic West Des Moines Plan. He also expressed concerns that Ashworth Road is too narrow, and he believes the City should widen it before moving forward with any public improvement projects associated with the Historic West Des Moines plan.

Kathy Crook, 216 Prospect Avenue, expressed concerns that the Valley Junction business district is not as viable and sustainable as in the past. She stated she believes Valley Junction doesn't need anything other than single-family homes, and she expressed concerns that more development could generate parking and traffic issues throughout the area. She suggested that the City focus on improving the existing development, as opposed to encouraging new development.

September 19, 2016

Dino Rodish, 7207 Sunrise Boulevard, Windsor Heights, commended the City for conducting the Historic West Des Moines study. He stated he believes West Des Moines has a shortage of affordable single-family homes and senior housing communities, and he believes the Historic West Des Moines area would be an ideal location for those types of housing. He also noted he believes there is significant demand for affordable single-family homes in the Historic West Des Moines area.

Jim Miller, 423 34th Street, Executive Director of the Historic Valley Junction Foundation, expressed support for Community Housing Initiatives' proposed project on the Phenix Elementary School property, as they have done similar development projects for many years which have successfully improved neighborhoods. He stated West Des Moines needs quality affordable housing, and he noted that housing labelled as "low income" should not imply anything negative about the people living there. He noted the process for the Historic West Des Moines Plan has been very transparent and included many opportunities for public input, and the proposed plan is simply a suggestion for the City to consider and none of the specific projects mentioned in the plan are being considered by the Council tonight.

Debbie Westphal Swander, 1132 15th Street, stated the Historic West Des Moines Plan Steering Committee brainstormed a lot of options for improvements to the area and gave opinions, but did not have any decision-making authority. She expressed appreciation to all those that provided input throughout the process, and she noted the proposed plan is intended to help improve the area.

Vicki Long, 136 10th Street, commended the City for conducting the Historic West Des Moines Plan, because she believes there is a need for improvement. She expressed a desire that any improvements associated with the plan will benefit the residents of the area. She agreed with others' comments that there is a need for more affordable housing in West Des Moines, and she believes the Valley Junction area would be an appropriate location. She stated she doesn't want the Historic West Des Moines Plan to make the area too expensive for the people and businesses that are already there. She also expressed concerns that the City's publications do not reflect a diverse population representative of the City's population.

Nick Valdez, 136 8th Street, stated he supports the City's efforts to improve the Historic West Des Moines area, and he appreciates the opportunities he had to provide input throughout the process. He stated he supports the proposed project for the Phenix Elementary School property, but he would like the property to be more than just housing and remain an asset to the community that promotes arts and music.

Jannae Lutter, 115 4th Street, expressed concerns that the alley behind her home floods during heavy rain, and she believes the alley improvements should be completed before any public improvement projects associated with the Historic West Des Moines plan.

September 19, 2016

Ed Ames, 308 6th Street, stated he believes the Historic West Des Moines Plan needs to differentiate between the needs of the businesses and the residents. He expressed a desire for the Phenix Elementary School property to be developed exclusively as single-family homes. He also agreed with Mr. Lenhart's comments that Ashworth Road needs to be widened.

Council member Messerschmidt stated he believes the Historic West Des Moines Plan Steering Committee needs to continue meeting to discuss the plan and evaluate its suggestions to determine which projects will benefit the area.

Council member Trevillyan explained that if the Council accepts the Historic West Des Moines Plan, it does not dictate that any of the specific projects will be done, as any that are brought forward will be considered individually. He agreed with Council member Messerschmidt's comments that an implementation committee needs to be established to discuss how to move forward with the plan.

Mayor Gaer stated all meetings of the proposed implementation committee to discuss the Historic West Des Moines Plan will be open to the public, and he asked those interested in receiving notification of those meetings to provide their name and contact information to staff.

Council member Trimble suggested that the proposed implementation committee for the Historic West Des Moines Plan have one-third of the seats represented by residents of the area.

Council member Trevillyan stated he would prefer to make the motion to "accept the recommendations" of the plan, as opposed to "approve" the plan, as it was worded on the agenda.

It was moved by Trevillyan, second by Messerschmidt to accept the recommendations of the Historic West Des Moines Plan.

Vote 16-374: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

On Item 8(a) Della Vita, northwest corner of EP True Parkway and 88th Street - Establish a Planned Unit Development (PUD) for a Residential Development - Interchange Partners, LLC - Referred to Plan and Zoning

On Item 9 - Other Matters: none

The meeting was adjourned at 7:53 p.m.

September 19, 2016

Respectfully submitted,

Ryan T. Jacobson, CMC
City Clerk

ATTEST:

Steven K. Gaer, Mayor

641
4(b)

CITY OF WEST DES MOINES
CITY COUNCIL ACTION ITEM

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

Regular Bi-Weekly Claims	10/3/16		\$ 2,372,662.61
			Total \$ Amount
EFT Claims	10/3/16		\$ 406,253.30
			Total \$ Amount
Control Pay	10/3/16		\$ 128,522.21
			Total \$ Amount
End of Month			\$0.00
			Total \$ Amount
Off-Cycle Checks/EFT Claims	9/29/16		\$ 9,402.20
	Claim Listing Date		Total \$ Amount

Approved by the West Des Moines City Council this 3rd day of October
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: 10/03/2016

Type	Date	Number	Source	Payee Name	Transaction Amount
Bank Account: WB VENDOR DISB - WB Vendor Disbursement					
Check	10/03/2016	301117	Accounts Payable	ABACI CONSULTING INC	5,575.00
Check	10/03/2016	301118	Accounts Payable	ABSOLUTE CONCRETE CONSTRUCTION	300,955.99
Check	10/03/2016	301119	Accounts Payable	ABWA West Des Moines Charter Chapter	85.00
Check	10/03/2016	301120	Accounts Payable	ADP SCREENING & SELECTION SVCS	224.99
Check	10/03/2016	301121	Accounts Payable	AGNEW, JOSALYNN	2,316.00
Check	10/03/2016	301122	Accounts Payable	AGRILAND FS INC	430.00
Check	10/03/2016	301123	Accounts Payable	ALVINE & ASSOCIATES INC	213.00
Check	10/03/2016	301124	Accounts Payable	AMERICAN SECURITY CORP	2,887.95
Check	10/03/2016	301125	Accounts Payable	AMERICAN SOCIETY OF CIVIL ENG	260.00
Check	10/03/2016	301126	Accounts Payable	ANGELOU ECONOMIC ADVISORS INC	2,939.03
Check	10/03/2016	301127	Accounts Payable	AQUACLEAR LAKE MANAGEMENT	790.00
Check	10/03/2016	301128	Accounts Payable	ASCHEMAN, PHILIP	200.00
Check	10/03/2016	301129	Accounts Payable	ASSOCIATED COMPUTER SYSTEMS LT	95.00
Check	10/03/2016	301130	Accounts Payable	BEGLEY, JOHN	154.00
Check	10/03/2016	301131	Accounts Payable	BELL, TOMMY	487.63
Check	10/03/2016	301132	Accounts Payable	BIKE FIXTATION	3,457.80
Check	10/03/2016	301133	Accounts Payable	BINDEL, TREVOR	85.16
Check	10/03/2016	301134	Accounts Payable	BJ STORAGE	150.00
Check	10/03/2016	301135	Accounts Payable	BONNIE'S BARRICADES	40.20
Check	10/03/2016	301136	Accounts Payable	BOUND TREE MEDICAL, LLC.	434.70
Check	10/03/2016	301137	Accounts Payable	BP	68.67
Check	10/03/2016	301138	Accounts Payable	BROCKWAY MECHANICAL & ROOFING	268.05
Check	10/03/2016	301139	Accounts Payable	CAPPEL'S ACE HARDWARE	24.31
Check	10/03/2016	301140	Accounts Payable	CARPENTER UNIFORM CO	3,552.00
Check	10/03/2016	301141	Accounts Payable	CDW GOVERNMENT INC	1,250.00
Check	10/03/2016	301142	Accounts Payable	CENTERPOINT ENERGY SVCS RETAIL	1,959.60
Check	10/03/2016	301143	Accounts Payable	CENTRAL SALT LLC	137,929.99
Check	10/03/2016	301144	Accounts Payable	CHARLES I COLBY AND RUTH COLBY INVESTMENT TRUST	235.00
Check	10/03/2016	301145	Accounts Payable	CINTAS CORP FIRST AID & SAFETY	211.11
Check	10/03/2016	301146	Accounts Payable	CITY OF DES MOINES	295.16
Check	10/03/2016	301147	Accounts Payable	CITY OF WAUKEE	2,231.41
Check	10/03/2016	301148	Accounts Payable	CLIENTFIRST CONSULTING GROUP	1,200.00

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

**Bank Account: WB VENDOR DISB - WB Vendor Disbursement
Batch Date: 10/03/2016**

Type	Date	Number	Source	Payee Name	Transaction Amount
Check	10/03/2016	301149	Accounts Payable	CONCRETE CONNECTION,LLC	121,317.37
Check	10/03/2016	301150	Accounts Payable	CONCRETE TECHNOLOGIES	345,495.99
Check	10/03/2016	301151	Accounts Payable	CONSTRUCTION & AGGREGATE PRODUCTS INC	1,489.80
Check	10/03/2016	301152	Accounts Payable	CONTRACTOR SALES & SERVICE	401.63
Check	10/03/2016	301153	Accounts Payable	CONVERGINT TECHNOLOGIES LLC	678.00
Check	10/03/2016	301154	Accounts Payable	CORELL CONTRACTOR INC	65,358.67
Check	10/03/2016	301155	Accounts Payable	CORY , TARRY	100.00
Check	10/03/2016	301156	Accounts Payable	CUSTOM AWARDS	225.00
Check	10/03/2016	301157	Accounts Payable	DAVIS ESTATES LTD	90.00
Check	10/03/2016	301158	Accounts Payable	DE LAGE LANDEN	4,572.74
Check	10/03/2016	301159	Accounts Payable	DETICH , DALA	198.00
Check	10/03/2016	301160	Accounts Payable	DES MOINES COMMITTEE ON FOREIGN RELATIONS	500.00
Check	10/03/2016	301161	Accounts Payable	DES MOINES STAMP MFG CO	30.71
Check	10/03/2016	301162	Accounts Payable	DILLARD , CARLOS	75.00
Check	10/03/2016	301163	Accounts Payable	EARL MAY SEED AND NURSERY	549.45
Check	10/03/2016	301164	Accounts Payable	ELDER CORPORATION	15,738.73
Check	10/03/2016	301165	Accounts Payable	ELECTRICAL ENGINEERING & EQUIP	49.76
Check	10/03/2016	301166	Accounts Payable	ELSMORE SWIM SHOP	30.90
Check	10/03/2016	301167	Accounts Payable	EMBARKIT INC	1,672.00
Check	10/03/2016	301168	Accounts Payable	EMSLRC	20.00
Check	10/03/2016	301169	Accounts Payable	EN Q STRATEGIES	225.00
Check	10/03/2016	301170	Accounts Payable	FASTENAL COMPANY	172.38
Check	10/03/2016	301171	Accounts Payable	FEDERAL EXPRESS CORP	42.53
Check	10/03/2016	301172	Accounts Payable	FERGUSON ENTERPRISES INC 226	51.00
Check	10/03/2016	301173	Accounts Payable	GARLAND/KRISTI	218.20
Check	10/03/2016	301174	Accounts Payable	GBA SYSTEMS INTEGRATORS LLC	17,775.00
Check	10/03/2016	301175	Accounts Payable	GERLEMAN , BRIAN	125.00
Check	10/03/2016	301176	Accounts Payable	GRIMES ASPHALT & PAVING	737.04
Check	10/03/2016	301177	Accounts Payable	GRUSS CONSTRUCTION LLC	53,807.05
Check	10/03/2016	301178	Accounts Payable	HAHN , JENNIFER	186.00
Check	10/03/2016	301179	Accounts Payable	HARTLAND FUEL PRODUCTS LLC	15,806.15
Check	10/03/2016	301180	Accounts Payable	HAWKEYE PAVING CORPORATION	191,068.09
Check	10/03/2016	301181	Accounts Payable	HAWKEYE TRUCK EQUIPMENT	2,781.93
Check	10/03/2016	301182	Accounts Payable	HEALEY , DR HOLLY	1,500.00

City of West Des Moines City Council Report

Bank Account: WB VENDOR DISB - WB Vendor Disbursement
Batch Date: 10/03/2016

Type	Date	Number	Source	Payee Name	Transaction Amount
Check	10/03/2016	301183	Accounts Payable	HEALTH COMMUNICATIONS INC	998.00
Check	10/03/2016	301184	Accounts Payable	HEARTLAND BUSINESS SYSTEMS	147,372.46
Check	10/03/2016	301185	Accounts Payable	HEARTLAND CO-OP	697.20
Check	10/03/2016	301186	Accounts Payable	HIGHLINE CORPORATION	600.00
Check	10/03/2016	301187	Accounts Payable	HOEGH , ROD	66.00
Check	10/03/2016	301188	Accounts Payable	HOME DEPOT CREDIT SERVICES	39.94
Check	10/03/2016	301189	Accounts Payable	HOME INC	14,765.00
Check	10/03/2016	301190	Accounts Payable	HY VEE INC	702.52
Check	10/03/2016	301191	Accounts Payable	INSTITUTE OF CULTURAL AFFAIRS ,	655.00
Check	10/03/2016	301192	Accounts Payable	IOWA AMATEUR SOFTBALL ASSOC.	6,470.25
Check	10/03/2016	301193	Accounts Payable	IOWA CITY/COUNTY MGMT ASSN	600.00
Check	10/03/2016	301194	Accounts Payable	IOWA COMMERCIAL REAL ESTATE EXPO	1,000.00
Check	10/03/2016	301195	Accounts Payable	IOWA DEPARTMENT OF ADMIN SERVICES	3,750.00
Check	10/03/2016	301196	Accounts Payable	IOWA INTERSTATE RAILROAD LTD	401.28
Check	10/03/2016	301197	Accounts Payable	IOWA LAW ENFORCEMENT	175.00
Check	10/03/2016	301198	Accounts Payable	IOWA ONE CALL	2,131.20
Check	10/03/2016	301199	Accounts Payable	IOWA PRISON INDUSTRIES	956.00
Check	10/03/2016	301200	Accounts Payable	IOWA STATE UNIVERSITY	1,848.00
Check	10/03/2016	301201	Accounts Payable	ITERIS INC	825.00
Check	10/03/2016	301202	Accounts Payable	JACOBSEN AUTO BODY	7,280.57
Check	10/03/2016	301203	Accounts Payable	JACOBSON , RYAN	51.30
Check	10/03/2016	301204	Accounts Payable	JACOBSON SUPPLY, LLC	20,488.00
Check	10/03/2016	301205	Accounts Payable	JOHN HEMRY LLC	4,100.00
Check	10/03/2016	301206	Accounts Payable	JOINER CONSTRUCTION CO., INC.	78,432.00
Check	10/03/2016	301207	Accounts Payable	KABEL BUSINESS SERVICES	663.00
Check	10/03/2016	301208	Accounts Payable	KALDENBERG'S PBS LANDSCAPING	1,307.50
Check	10/03/2016	301209	Accounts Payable	KUM & GO LC	300.00
Check	10/03/2016	301210	Accounts Payable	LACINA , WENDY	638.00
Check	10/03/2016	301211	Accounts Payable	LANG CONTRUCTION GROUP INC	70,566.00
Check	10/03/2016	301212	Accounts Payable	LANGUAGE LINE SERVICES	239.65
Check	10/03/2016	301213	Accounts Payable	LASER RESOURCES	3,407.57
Check	10/03/2016	301214	Accounts Payable	LEXISNEXIS RISK SOLUTIONS	228.75
Check	10/03/2016	301215	Accounts Payable	LOWE'S HOME CENTER, INC.	278.76
Check	10/03/2016	301216	Accounts Payable	LT LEON ASSOCIATES, INC	9,990.00

City of West Des Moines City Council Report

Bank Account: WB VENDOR DISB - WB Vendor Disbursement
Batch Date: 10/03/2016

Type	Date	Number	Source	Payee Name	Transaction Amount
Check	10/03/2016	301217	Accounts Payable	M&M COMMERCIAL CLEANING	460.00
Check	10/03/2016	301218	Accounts Payable	MACDONALD LETTER SERVICE	135.00
Check	10/03/2016	301219	Accounts Payable	MAJESTIC LIMOUSINE SERVICE LLC	1,600.00
Check	10/03/2016	301220	Accounts Payable	MANKLE , BRUCE	405.00
Check	10/03/2016	301221	Accounts Payable	MAY , JONATHON	50.00
Check	10/03/2016	301222	Accounts Payable	MCGREGGER CORPORATION	38,272.23
Check	10/03/2016	301223	Accounts Payable	MERCEDES-BENZ OF DES MOINES	2,133.36
Check	10/03/2016	301224	Accounts Payable	MIDAMERICAN ENERGY	149,557.25
Check	10/03/2016	301225	Accounts Payable	MIDAMERICAN- DM-WDM TL	54.00
Check	10/03/2016	301226	Accounts Payable	MIDAMERICAN-CLIVE-WDM TL	516.62
Check	10/03/2016	301227	Accounts Payable	MIDWEST ALARM SERVICES	483.12
Check	10/03/2016	301228	Accounts Payable	MILES CAPITAL	3,930.08
Check	10/03/2016	301229	Accounts Payable	MUNICIPAL SUPPLY INC	498.30
Check	10/03/2016	301230	Accounts Payable	MURPHY TRACTOR & EQUIPMENT CO.	2,598.15
Check	10/03/2016	301231	Accounts Payable	NATIONAL PEN COMPANY	1,149.90
Check	10/03/2016	301232	Accounts Payable	NETSTING INC	9,840.00
Check	10/03/2016	301233	Accounts Payable	NETTELAND , STEPHEN	695.00
Check	10/03/2016	301234	Accounts Payable	NINTH BRAIN SUITE LLC	543.00
Check	10/03/2016	301235	Accounts Payable	NORWALK READY-MIXED CONCRETE	3,072.00
Check	10/03/2016	301236	Accounts Payable	OFFICE DEPOT BUSINESS ACCOUNT	64.44
Check	10/03/2016	301237	Accounts Payable	OPN ARCHITECTS	1,403.81
Check	10/03/2016	301238	Accounts Payable	PALMER GROUP	5,949.44
Check	10/03/2016	301239	Accounts Payable	PARKER SIGNS & GRAPHICS	10,396.80
Check	10/03/2016	301240	Accounts Payable	PAUBA DODGE , JANE	202.11
Check	10/03/2016	301241	Accounts Payable	PEAK DISTRIBUTING	115.00
Check	10/03/2016	301242	Accounts Payable	PROVANTAGE LLC	186.70
Check	10/03/2016	301243	Accounts Payable	Q3 CONTRACTING INC	29,996.10
Check	10/03/2016	301244	Accounts Payable	RAHE , ALAN	50.00
Check	10/03/2016	301245	Accounts Payable	RDG PLANNING & DESIGN	690.00
Check	10/03/2016	301246	Accounts Payable	RELIANT FIRE APPARATUS INC	180.36
Check	10/03/2016	301247	Accounts Payable	RESERVE ACCOUNT	4,000.00
Check	10/03/2016	301248	Accounts Payable	RESOURCE CONSULTING ENGINEERS	12,360.00
Check	10/03/2016	301249	Accounts Payable	REXCO EQUIPMENT INC	4,800.00
Check	10/03/2016	301250	Accounts Payable	RIGHT TURN FEED STORE	83.99
Check	10/03/2016	301251	Accounts Payable	ROTO-ROOTER CORP	80.00

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

**Bank Account: WB VENDOR DISB - WB Vendor Disbursement
Batch Date: 10/03/2016**

Type	Date	Number Source	Payee Name	Transaction Amount
Check	10/03/2016	301252	ROY'S TOWING AND RECOVERY	1,045.00
Check	10/03/2016	301253	SCHHEELS ALL SPORTS-ACC REC	323.46
Check	10/03/2016	301254	SCHILDBERG CONSTRUCTION CO	2,581.25
Check	10/03/2016	301255	SEDLACEK , BRENDA	50.00
Check	10/03/2016	301256	SIXTA/ANDREW	66.00
Check	10/03/2016	301257	SKOLD DOOR & FLOOR CO.	1,155.00
Check	10/03/2016	301258	SPECIALTY GRAPHICS INC	3,243.40
Check	10/03/2016	301259	SPRINT	505.97
Check	10/03/2016	301260	SPS VAR, LLC	3,610.00
Check	10/03/2016	301261	STIVERS FORD	30,488.00
Check	10/03/2016	301262	STORAGE MART #1052	298.98
Check	10/03/2016	301263	SYN-TECH SYSTEMS, INC.	2,299.50
Check	10/03/2016	301264	TERAN , DANIEL	35.00
Check	10/03/2016	301265	THE CONCRETE COMPANY INC	127,490.38
Check	10/03/2016	301266	THE STAGE DEPOT	2,434.98
Check	10/03/2016	301267	THE UPS STORE	11.54
Check	10/03/2016	301268	TRAFFIC CONTROL CORP	1,632.00
Check	10/03/2016	301269	TRIZETTO PROVIDER SOLUTIONS	292.36
Check	10/03/2016	301270	TRUE VALUE & V&S VARIETY STORE	2.58
Check	10/03/2016	301271	UNION PACIFIC RAILROAD CO	772.34
Check	10/03/2016	301272	UNITED PARCEL SERVICE	69.20
Check	10/03/2016	301273	UNITYPOINT CLINIC	74.00
Check	10/03/2016	301274	UNITYPOINT HEALTH	15.00
Check	10/03/2016	301275	VEENSTRA & KIMM INC	665.00
Check	10/03/2016	301276	VERIZON WIRELESS	12,949.81
Check	10/03/2016	301277	VISION SERVICE PLAN	383.16
Check	10/03/2016	301278	WASTE CONNECTIONS INC	20.00
Check	10/03/2016	301279	WATERS EDGE AQUATIC DESIGN	1,815.00
Check	10/03/2016	301280	WEX BANK	621.09
Check	10/03/2016	301281	WILDE , KEVIN	95.84
Check	10/03/2016	301282	WINTER EQUIPMENT CO., INC.	3,220.26
Check	10/03/2016	301283	XEROX LITIGATION SERVICES	850.24
Check	10/03/2016	301284	BANK OF AMERICA	250.00
Check	10/03/2016	301285	POST , BILL	3,365.06
Check	10/03/2016	301286	BLANKENSHIP , KATHY	64.00

City of West Des Moines
City Council Report
 Bank Account: WB VENDOR DISB - WB Vendor Disbursement
 Batch Date: 10/03/2016

Type	Date	Number	Source	Payee Name	Transaction Amount
Check	10/03/2016	301287	Accounts Payable	DES MOINES WATER WORKS	187,205.63
EFT	10/03/2016	156	Accounts Payable	ARNOLD MOTOR SUPPLY,LLP	1,230.70
EFT	10/03/2016	157	Accounts Payable	BANK OF AMERICA	2,000.00
EFT	10/03/2016	158	Accounts Payable	BAUER BUILT	500.00
EFT	10/03/2016	159	Accounts Payable	BAYLESS , RON	436.00
EFT	10/03/2016	160	Accounts Payable	BROWNELLS INC	575.37
EFT	10/03/2016	161	Accounts Payable	CITY OF CLIVE	2,904.00
EFT	10/03/2016	162	Accounts Payable	FBG SERVICE CORPORATION	2,798.00
EFT	10/03/2016	163	Accounts Payable	FINESTEAD ENTERPRISES,LLC	6,871.32
EFT	10/03/2016	164	Accounts Payable	GLENN FARRAND	75.00
EFT	10/03/2016	165	Accounts Payable	KECK INC	3,001.92
EFT	10/03/2016	166	Accounts Payable	KELTEK INC	619.91
EFT	10/03/2016	167	Accounts Payable	KIRKHAM, MICHAEL, & ASSOC	14,523.29
EFT	10/03/2016	168	Accounts Payable	MCANINCH CORP & AFFILIATES	339,368.91
EFT	10/03/2016	169	Accounts Payable	MCCUBBIN , COURTNEY	232.00
EFT	10/03/2016	170	Accounts Payable	MID IOWA PETROLEUM SVCS,INC	381.96
EFT	10/03/2016	171	Accounts Payable	MIDWEST WHEEL	1,373.83
EFT	10/03/2016	172	Accounts Payable	MITCHELL , RANDY	242.00
EFT	10/03/2016	173	Accounts Payable	MOBOTREX INC	3,849.20
EFT	10/03/2016	174	Accounts Payable	OUTDOOR RECREATION PRODUCTS	6,057.00
EFT	10/03/2016	175	Accounts Payable	PREFERRED PEST CONTROL	901.50
EFT	10/03/2016	176	Accounts Payable	SMINTON , ASHLEE	1,015.00
EFT	10/03/2016	177	Accounts Payable	TRITECH SOFTWARE SYSTEMS	1,800.74
EFT	10/03/2016	178	Accounts Payable	TYLER TECHNOLOGIES INC	13,846.00
EFT	10/03/2016	179	Accounts Payable	WITTEGRAF , JASON	45.65
EFT	10/03/2016	180	Accounts Payable	YEAGER , LEMAR	1,604.00
WB VENDOR DISB WB Vendor Disbursement Totals:					\$2,778,915.91
Checks:					\$2,372,662.61
EFTs:					\$406,253.30

City of West Des Moines City Council Report

Bank Account: WB CONTROLPAY - WB ControlPay
Batch Date: 10/03/2016

Type	Date	Number	Source	Payee Name	Transaction Amount
Bank Account: WB CONTROLPAY - WB ControlPay					
EFT	10/03/2016	342	Accounts Payable	ABC ELECTRICAL CONTRACTORS	15,679.70
EFT	10/03/2016	343	Accounts Payable	ADVENTURE LIGHTING	89.40
EFT	10/03/2016	344	Accounts Payable	ALL MAKES OFFICE INTERIORS	5,819.82
EFT	10/03/2016	345	Accounts Payable	AMERICAN FENCE	216.00
EFT	10/03/2016	346	Accounts Payable	ARAMARK UNIFORM SERVICES	382.67
EFT	10/03/2016	347	Accounts Payable	CAPITAL SANITARY SUPPLY CO INC	1,808.78
EFT	10/03/2016	348	Accounts Payable	CENTURYLINK	5,916.24
EFT	10/03/2016	349	Accounts Payable	CORN STATES METAL	75.00
EFT	10/03/2016	350	Accounts Payable	D&K PRODUCTS	425.00
EFT	10/03/2016	351	Accounts Payable	DES MOINES REGISTER MEDIA	1,237.54
EFT	10/03/2016	352	Accounts Payable	DES MOINES REGISTER/THE	240.02
EFT	10/03/2016	353	Accounts Payable	ELECTRONIC ENGINEERING	291.60
EFT	10/03/2016	354	Accounts Payable	EMERGENCY APPARATUS MAINT	1,540.96
EFT	10/03/2016	355	Accounts Payable	EXCEL MECHANICAL INC	7,922.53
EFT	10/03/2016	356	Accounts Payable	FREEDOM TIRE	2,783.68
EFT	10/03/2016	357	Accounts Payable	G&L CLOTHING	1,520.53
EFT	10/03/2016	358	Accounts Payable	GALLS LLC	2,468.95
EFT	10/03/2016	359	Accounts Payable	HOWARD R. GREEN CO.	5,160.00
EFT	10/03/2016	360	Accounts Payable	INLAND TRUCK PARTS	1,923.12
EFT	10/03/2016	361	Accounts Payable	INTERFLEET INC	2,329.61
EFT	10/03/2016	362	Accounts Payable	INTERSTATE ALL BATTERY CENTER	1,232.40
EFT	10/03/2016	363	Accounts Payable	IOWA FIRE EQUIPMENT	1,788.00
EFT	10/03/2016	364	Accounts Payable	JOHNSTONE SUPPLY	118.71
EFT	10/03/2016	365	Accounts Payable	MENARDS	46.02
EFT	10/03/2016	366	Accounts Payable	METRO WASTE AUTHORITY	1,061.00
EFT	10/03/2016	367	Accounts Payable	MOTOROLA	583.18
EFT	10/03/2016	368	Accounts Payable	NORTHLAND PRODUCTS	88.00
EFT	10/03/2016	369	Accounts Payable	PAY-LESS OFFICE PRODUCTS INC	1,684.56
EFT	10/03/2016	370	Accounts Payable	PITNEY BOWES	1,102.50
EFT	10/03/2016	371	Accounts Payable	PRAXAIR	668.07
EFT	10/03/2016	372	Accounts Payable	RELIABLE PROPERTY SERVICES	3,577.57
EFT	10/03/2016	373	Accounts Payable	ROCKMOUNT RESEARCH ALLOYS	207.38
EFT	10/03/2016	374	Accounts Payable	SHOTTENKIRK CHEVROLET	2,533.31
EFT	10/03/2016	375	Accounts Payable	SNYDER & ASSOCIATES	32,036.95

City of West Des Moines
City Council Report
 Bank Account: WB CONTROLPAY - WB ControlPay
 Batch Date: 10/03/2016

Type	Date	Number Source	Payee Name	Transaction Amount
EFT	10/03/2016	376	STIVERS FORD (CONTROL PAY)	5,707.75
EFT	10/03/2016	377	STRAUSS SAFE AND LOCK CO	977.50
EFT	10/03/2016	378	TEAM SERVICES	4,343.89
EFT	10/03/2016	379	TECHNOLOGY ASSOCIATION OF IOWA	500.00
EFT	10/03/2016	380	THOMSON REUTERS-WEST PAYMENT	263.25
EFT	10/03/2016	381	TOMPKINS INDUSTRIES	29.99
EFT	10/03/2016	382	TOTAL TOOL	466.80
EFT	10/03/2016	383	TRANS IOWA EQUIPMENT CO	3,472.29
EFT	10/03/2016	384	TREAT AMERICA FOOD SERVICES	1,468.47
EFT	10/03/2016	385	VAISALA INC	1,980.00
EFT	10/03/2016	386	ZOLL MEDICAL	4,753.47
WB CONTROLPAY WB ControlPay Totals:				
EFTs:				\$128,522.21
				Transactions: 45
				\$128,522.21

City of West Des Moines
City Council Report
 Bank Account: WB VENDOR DISB - WB Vendor Disbursement
 Batch Date: 09/29/2016

Type	Date	Number	Source	Payee Name	Transaction Amount
Bank Account: WB VENDOR DISB - WB Vendor Disbursement					
Check	09/29/2016	301116	Accounts Payable	FLEMINGS PRIME STEAKHOUSE	9,402.20
WB VENDOR DISB WB Vendor Disbursement Totals:					Transactions: 1
Checks:		1			<u>\$9,402.20</u>

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

ITEM: Approval of Liquor Licenses

DATE: October 3, 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. Casey's Marketing Company d/b/a Casey's General Store #2297, 108 8th Street - Add Carryout Native Wine to Existing Class BC Beer Permit
2. CEC Entertainment, Inc. d/b/a Chuck E. Cheese's #958, 1431 22nd Street - Class BB Permit with Sunday Sales - Renewal
3. Des Moines Golf and Country Club d/b/a Des Moines Golf and Country Club, 1600 Jordan Creek Parkway - Class LC Liquor License with Carryout Wine, Sunday Sales, and Outdoor Service Privileges - Renewal
4. Hy-Vee, Inc. d/b/a Hy-Vee Meeting Room, 1725 Jordan Creek Parkway - Transfer Location Temporarily to 1236 Jordan Creek Parkway (SpringHill Suites) - October 12-13, 2016
5. Jethro's and Jaspers, Inc. d/b/a Jethro's Jambalaya, 9350 University Avenue - Class LC Liquor License with Sunday Sales, Outdoor Service, and Catering Privileges - Renewal
6. Crab Addison, Inc., d/b/a Joe's Crab Shack, 130 South Jordan Creek Parkway - Class LC Liquor License with Sunday Sales and Outdoor Service - Renewal
7. Monterrey III, LLC, d/b/a Monterrey III, 6630 Mills Civic Parkway, Unit 3116 - Class LC Liquor License with Sunday Sales - Renewal
8. SA Petro Mart, Inc., d/b/a SA Petro Mart, 136 1st Street - Class BC Permit with Carryout Wine and Sunday Sales - Renewal
9. SA Petro Mart, Inc., d/b/a SA Petro Mart (Liquor Room), 136 1st Street - Class LE 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

STAFF REVIEWS

Department Director	Ryan T. Jacobson, City Clerk
Appropriations/Finance	
Legal	
Agenda Acceptance	

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

ITEM: Approval of Extended Sound Permit
Private Party, 5704 Aspen Drive

DATE: October 3, 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.

Teresa Niederhauser has submitted a sound permit application to cover music played at an engagement party at her residence, located at 5704 Aspen Drive, scheduled for Saturday, October 15, 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 private party at 5704 Aspen Drive

Lead Staff Member: Ryan T. Jacobson, City Clerk

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	
Date Reviewed	

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 08/22/2016 Fee Received: _____ Permit No. _____

*Applicant's Name: Teresa M. Niederhauser *Phone No. 515/240-9380

*Applicant's Complete Address (include city/state/zip): 5704 Aspen Drive, West Des Moines, IA 50266

*Applicant's E-mail Address: terri.niederhauser@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: Teresa M. Niederhauser (and James D.)

*Property owner address: 5704 Aspen Drive, West Des Moines, Ia 50266

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

Teresa M. Niederhauser 08/22/16
 *Property Owner Signature Date

Address of proposed activity: 5704 Aspen Drive, West Des Moines, Ia 50266
 (If located in a City park, please include the name of the park)

*Describe proposed activity, including EVENT AND MUSIC START AND ENDING TIME(S) AND DATE(S) and number of people attending: Engagement Party for my son and his fiance. Held Saturday October 15, 2016

Single musician playing solo acoustic on our deck from 7-midnight. Approx 60 will be present to come and go as pleased.

*How will the parking for this event be handled? Street parking on Aspen Drive

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

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

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

If so, please list addresses notified (attach additional sheets if necessary): All surrounding neighbors will be notified prior to Oct 15

*Describe what measures will be taken, if any, to minimize the effects of this performance on surrounding property owners. musician may - or may not - use amplifier. There will be 1 (one) musician singing solo only.

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.

Jeremiah Heiderhaus

08/22/16

*Applicant's Signature

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

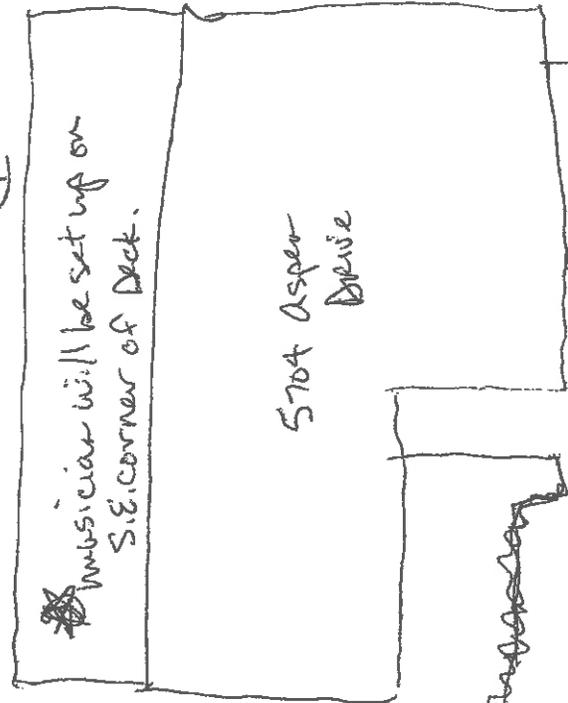
5709 Hommel Court

5713 Hommel Court

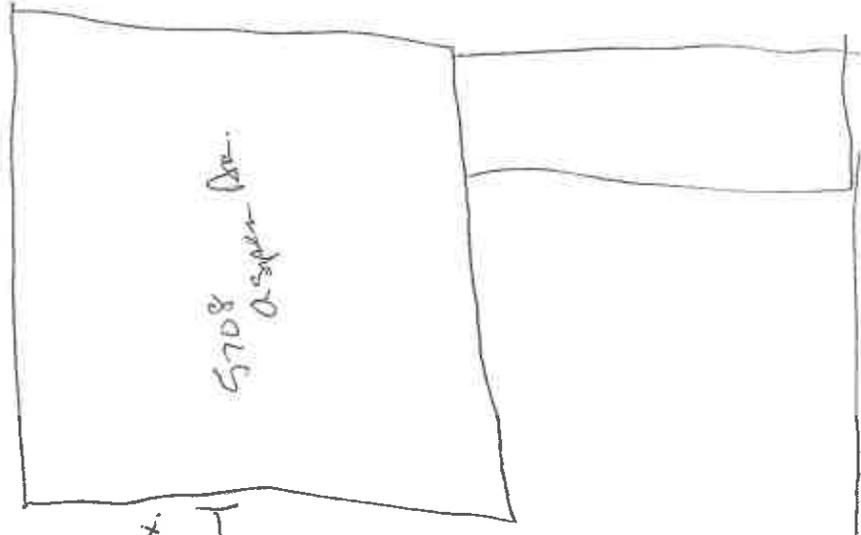
5717 Hommel Court



APPROX
25'

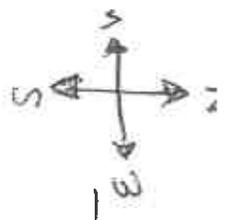


APPROX 100 FT.



APPROX.
25'

ASPER DRIVE



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

ITEM: Approval of Extended Sound Permit
Raccoon River Park Nature Lodge
Christin Carr Wedding

DATE: October 3, 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.

Christin Carr has submitted a sound permit application to cover a wedding ceremony/reception at the Raccoon River Park Nature Lodge scheduled for Saturday, October 29, with music lasting until 11:00 p.m.

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

OUTSTANDING ISSUES (if any): None

RECOMMENDATION: Motion - Approval of Extended Sound Permit Request for Wedding at the Raccoon River Park Nature Lodge

Lead Staff Member: Ryan T. Jacobson, City Clerk

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	
Date Reviewed	

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 9/11/16 Fee Received: _____ Permit No. _____

*Applicant's Name: Christin Carr *Phone No. _____

*Applicant's Complete Address (include city/state/zip): 10455 Galleria Dr. #5209 West Des Moines, IA 50216

*Applicant's E-mail Address: Christin.carr23@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: Raccoon River Nature Lodge

*Property owner address: 2500 Grand Ave. West Des Moines, IA 50216

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 [Handwritten Signature] Date 9/11/16

Address of proposed activity: 2500 Grand Ave. West Des Moines
 (If in a City park, include name of park)

Describe proposed activity, including time(s), date(s), and number of people attending: wedding, October 29th 2016, 5:30pm - 10:30/11:00pm, about 125 guests attending. (The music may or may not be played outside, depending on the weather.)

How will the parking for this event be handled? Raccoon River Nature Lodge parking lot.

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.

(The sound equipment will be inside the building with doors open leading out to the patio.)
 Have the adjoining property owners/residents been notified of the event for which this permit is requested? 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. Music will be played inside the building, but doors will be open to the patio. Also, a WDM officer will be present at the event.

Provide any additional information that pertains to this application for a Sound Permit.
This will be a wedding not a concert, so I cant imagine
the noise will be bothersome to anyone nearby.

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

9/14/16
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:

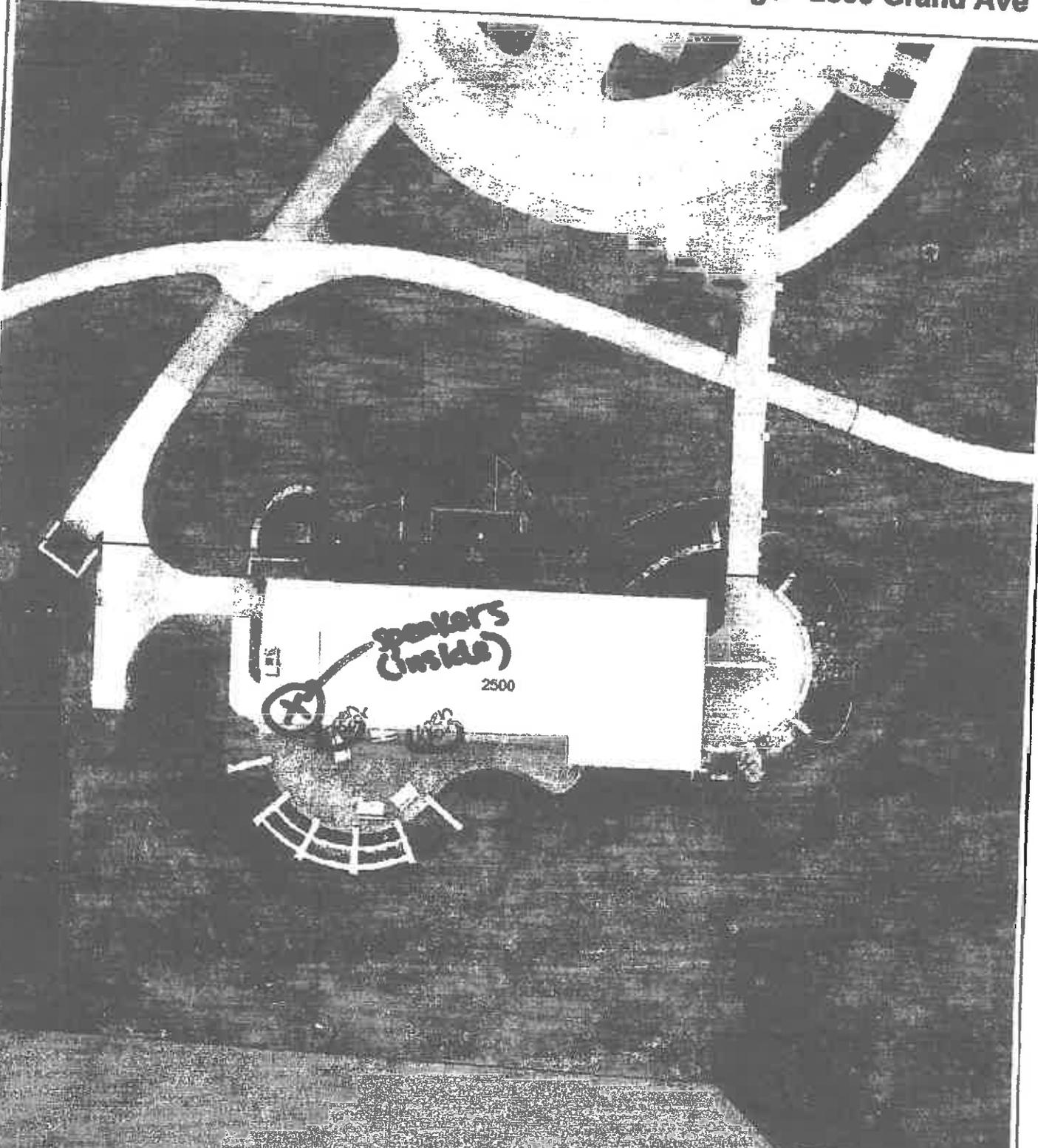
Copies of this permit have been distributed to the following departments:

- Development Services Department
- City Clerk's Office

- Police Department
- Parks and Recreation Department



Raccoon River Nature Park_Nature Lodge - 2500 Grand Ave



1:490 



NAD_1983_StatePlane_Iowa_South_FIPS_1402_Feet
© City of West Des Moines, Iowa

Disclaimer: The City of West Des Moines makes no warranties regarding the accuracy or completeness of the data provided herein.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

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

ITEM: Approval of Block Party Lane Closure
900 Block of 41st Street & 4100 Block of Aspen Drive

DATE: October 3, 2016

FINANCIAL IMPACT: None

BACKGROUND:

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

The residents of the 900 Block of 41st Street and 4100 Block of Aspen Drive have submitted a block party application requesting the temporary closure of their segment of the streets from 1:00 p.m. to 7:00 p.m. on Saturday, October 8, 2016. The application meets the requirement for signatures, as the petition was signed by 94 percent of the affected residents.

This requires Council approval because these segments of 41st Street and Aspen Drive are classified as a minor collector street.

OUTSTANDING ISSUES (if any): None

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

Lead Staff Member: Ryan T. Jacobson, City Clerk

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	
Date Reviewed	



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

ITEM: Updates to Chamber Use Policy

DATE: 10/3/2016

FINANCIAL IMPACT: None

BACKGROUND: In the past our Council Chambers and other inter-office meeting rooms have been open to the public or other organizations for use throughout the work day and weekend. Considerable staff time was devoted to setting up, tearing down, working through IT issues or generally being available during the use of these facilities.

After consideration from F&A Subcommittee, (Committee approved on 9/29/16) Safety Supervisors Committee and Dr. Pitzen of Dept. of Homeland Security who conducted a City Hall safety analysis, we will no longer offer the use of Council Chambers to outside organizations.

MANY existing groups will still have access including any organization that a City official or employee is a member of, as well as political officials who utilize the space to host periodic town hall meetings.

To any outside organization that will no longer be permitted use, we have offered suitable alternatives in the library shared use space, Community Hall or Raccoon River Park meeting rooms. We provide this contact information to anyone who asks for alternative space options.

OUTSTANDING ISSUES (if any): None.

RECOMMENDATION: Approval of the updated Chamber Use Policy

Lead Staff Member: Jamie Letzring, Tim Stiles

STAFF REVIEWS

Department Director	
Appropriations/Finance	
Legal	
Agenda Acceptance	

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	F & A
Date Reviewed	9/29/16
Recommendation	Yes No

**CITY OF WEST DES MOINES
CITY HALL COUNCIL CHAMBERS USAGE POLICY
October 3, 2016**

1. Who can schedule meetings?

- The West Des Moines City Hall Council Chambers is open for WDM groups associated with City Hall employees, committees or projects.
- Only entities directly involved with a City department or City project will be permitted use of Council Chambers. All other use of City Hall meeting space will not be allowed, so as to provide building security and maintain adequate available meeting space for City staff and partners.

2. Public meeting space is available for rent from the following locations:

- Raccoon River Nature Lodge 515-222-3424.
- WDM Public Library 515-222-3400
- WDM Community Center 515-222-3440

3. How far in advance do rentals need to be scheduled and how often can I use the building?

- At a minimum, rentals must be scheduled 48 hours in advance.
- Rental fees need to be paid in full two weeks in advance and are non-refundable, and a non-refundable down payment of 50% of the total rental fee is due at the time of reservation. (Rentals made within that two week window must pay all fees at the time of reservation.)
- Rental fees are paid by non-City of West Des Moines staff and officials using the building after 4:30pm or on a weekend. In an effort to provide facility use to as many groups as possible, organizations using the Council Chambers that are not government related are limited to one use per month.

4. When can the Council Chambers be reserved?

The Council Chambers is available for use the following hours:

Monday through Friday 8:30am – 5:00 pm
Saturday 9:00am -5:00pm
Sunday 1:00pm –5:00pm

5. How much does it cost?

Room	Days	Hours	Co st	Time Requirement
Council Chambers	Monday-Friday	8:30 am-5:00 pm	No Charge	None
Council Chambers	Monday-Friday	5:00 pm-10:00 pm	\$20 per hour	2-hour minimum
Council Chambers	Saturday Sunday	9:00 – 5:00 pm 1:00 – 5:00 pm	\$20 per hour	4-hour minimum

6. Limitations on use
 - Meetings that run later than 5:00 pm will be charged a minimum 2 hour rental charge.
 - Weekend uses will be limited to one function per day.
7. Is a deposit required?
 - Deposits for damage or security are not required, however if there is damage to the facility, or the space is not properly cleaned, groups will be billed accordingly. Custodial fees for rooms not properly cleaned are \$25 per hour with a three hour minimum.
8. Are Alcohol & Tobacco Permitted?
 - Alcohol of any kind is not permitted in City Hall. City Hall is also a tobacco free building. Smoking is permitted outside the building in designated areas only.
9. Are Food and Beverages Permitted?
 - Food and beverages are permitted in the Council Chambers on a limited basis (i.e. lunch or dinner meeting snacks).
 - Full dinner/social functions are not permitted.
10. Does City Hall staff provide set-up?
 - Groups and individuals using the Council Chambers are required to do their own set up and tear down. All rooms must be returned to the way people found them.
 - If groups do not adequately clean up, they will be billed custodial costs at \$25 per hour with a three hour minimum.
11. Are AV and support services available?
 - Groups needing audio visual equipment need to make their own arrangements and provide the equipment themselves. City staff cannot provide this support or other services like copies, faxing, coffee, etc. City Hall is a place of business and city employees are not available for group assistance.
12. How do I schedule a reservation?
 - Rentals outside regular business hours, requiring a building attendant, will contact Parks and Rec Department at 222-3444. This includes all night and weekend city staff initiated meetings or functions.
13. What if I need to cancel a reservation?
 - Groups need to notify us at least 48 hours in advance of a cancellation. Rental fees that have been paid are non-refundable.

14. Who has priority?

- Because City Hall is a West Des Moines municipal facility, uses by city staff and elected/appointed City of West Des Moines officials have priority use. Groups could be denied use if an "official city" function needs the space. Groups would be notified as early as possible if their reservation is terminated.

15. When is a Building Attendant Necessary?

- Building Attendants will be assigned anytime there is a non-city event or meeting in the facility.
- Building operations for city sponsored meetings/events are the responsibility of the hosting staff or official.

Operational Guidelines for City Hall Building Attendants

- Please arrive 15 minutes prior to the scheduled start time of the group renting the building. Check building over and unlock necessary doors. Prepare for arrival of guests. Set building gates depending on use as outlined below.
- Once the user group arrives greet them, introduce yourself, and show them to their rental space. Show them where tables and chairs are located etc.
- Share with the user the initial inspection report and have them sign off that the room is in good working order and ready for use.
- Throughout the rental time periodically check in with guests to make sure their needs are met. If they need assistance, provide it.
- Periodically check on the cleanliness of the building and restrooms, and spot clean as necessary.
- When rental is complete, check out with the guest. Make sure their clean up responsibilities are met, and have them sign out on the inspection report. THANK THEM!!

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

ITEM: Approving Assignment of Agreement
- Financial Advisory Firm (from Public Financial Management, Inc. to
PFM Financial Advisors, LLC)

DATE: October 3, 2016

FINANCIAL IMPACT: None.

BACKGROUND: Public Financial Management, Inc. (PFM) has served as the City's Financial Advisory Firm for approximately 12 years, with the arrangement last formalized in an agreement approved by Council on March 23, 2015.

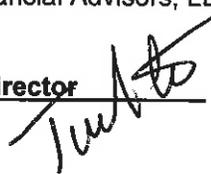
The Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 and its associated regulations have had significant impact on the municipal market, and in particular, the ways in which financial advisors conduct day-to-day business with issuers and underwriters. In recent months PFM has initiated a structural change which will allow them to align their various operating activities (financial advisor, asset management, swap advisors, etc.) into separate entities that are registered with the appropriate regulatory authorities.

This item is a request from PFM to assign this agreement to PFM Financial Advisors LLC. PFM staff have asserted that this assignment will not affect staffing and other resources assigned to the City or have any other effect on the current agreement.

PFM is also at this time offering supplemental information to the agreement – disclosures of any potential conflicts of interest and other information. Staff has reviewed the accompanying letter and disclosure statement and finds no issues.

RECOMMENDATION: Approve the Assignment of the Financial Advisory Services Agreement from Public Financial Management, Inc. To PFM Financial Advisors, LLC.

Lead Staff Member: Tim Stiles, Finance Director



STAFF REVIEWS

Department Director	
Appropriations/Finance	
Legal	
Agenda Acceptance	

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Finance & Administration		
Date Reviewed	September 21, 2015		
Recommendation	Yes	No	Split



801 Grand Avenue
Suite 3300
Des Moines, Iowa 50309

515-243-2600
515-243-6994 fax
www.pfm.com

September 14, 2016

Mr. Steven K. Gaer
Mayor
City of West Des Moines
4200 Mills Civic Parkway
West Des Moines, IA 50265

Dear Steven,

This letter is to inform you that we are pleased to offer the same great financial advisory services pursuant to the current agreement between City of West Des Moines, Iowa and Public Financial Management, Inc. ("PFMI") through our affiliated company PFM Financial Advisors LLC ("PFMFA"), a municipal advisor registered with the SEC and MSRB. Delivery of our services will not be impacted as current financial advisory personnel will continue to provide services to you under PFMFA.

Please sign this letter to acknowledge your consent and return it to Owen Gerard, Senior Analyst, by email or United States mail. In all other respects the agreement is ratified, and the terms and conditions remain in full force and effect.

We appreciate your assistance and look forward to our continued service to City of West Des Moines, Iowa. Thank you in advance for your prompt attention to this matter.

Sincerely,

PFM FINANCIAL ADVISORS LLC

ATTEST: CITY OF WEST DES MOINES, IOWA

By: _____
Steven K. Gaer, Mayor

DATE: _____

ATTEST: CITY OF WEST DES MOINES, IOWA

By: _____
(Witness) Ryan T. Jacobson, City Clerk

DATE: _____

ATTEST: PFM FINANCIAL ADVISORS LLC

BY: Jon Burmeister
Jon Burmeister, Managing Director

Jenny Blankenship
Jenny Blankenship, Director

DATE: September 14, 2016



801 Grand Avenue
Suite 3300
Des Moines, IA 50309

515 243-2600
515 243-6994 fax
www.pfm.com

August 22, 2016

Mr. Tim Stiles
Finance Director
City of West Des Moines
4200 Mills Civic Parkway
West Des Moines, IA 50265

Dear Tim,

The purpose of this letter (this "Supplemental Letter") is to supplement the current agreement between City of West Des Moines, Iowa (the "Client") and PFM Financial Advisors LLC ("PFM") entered into as of July 27, 2015 (the "Agreement").

MSRB Rule G-42 requires that municipal advisors make written disclosures to its clients of all material conflicts of interest and certain legal or disciplinary events. Such disclosures are provided in PFM's Disclosure Statement delivered to Client together with this Supplemental Letter. Any material changes in or additions to the scope of services shall be promptly reflected in a written supplement or amendment to this Supplemental Letter or the Agreement.

PFM is a registered municipal advisor with the Securities and Exchange Commission (the "SEC") and the Municipal Securities Rulemaking Board (the "MSRB"), pursuant to the Securities Exchange Act of 1934 Rule 15Ba1-2. As of the date of this letter, the Client has **not** designated PFM as its independent registered municipal advisor ("IRMA") for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the "IRMA exemption"). Client agrees not to represent that PFM is Client's IRMA with respect to any aspect of a municipal securities issuance or municipal financial product, without PFM's prior written consent.

All information, data, reports, and records ("Data") in the possession of the Client or any third party necessary for carrying out any services to be performed under this Supplemental Letter shall be furnished to PFM and the Client shall, and shall cause its agent(s) to, cooperate with PFM in its conduct of reasonable due diligence in performing the services. To the extent Client requests that PFM provide advice with regard to any recommendation made by a third party, Client will provide to PFM written direction to do so as well as any Data it has received from such third party relating to its recommendation. Client acknowledges and agrees that while PFM is relying on the Data in connection with its provision of the services under this

Supplemental Letter, PFM makes no representation with respect to and shall not be responsible for the accuracy or completeness of such Data.

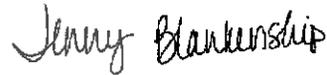
This Supplemental Letter and the Agreement represents the entire agreement between Client and PFM.

Sincerely,

PFM FINANCIAL ADVISORS LLC



Jon Burmeister
Managing Director



Jenny Blankenship
Director

DISCLOSURE OF CONFLICTS OF INTEREST AND OTHER INFORMATION PFM Financial Advisors LLC

I. Introduction

PFM Financial Advisors LLC (hereinafter, referred to as “We,” “Us,” or “Our”) is a registered municipal advisor with the Securities and Exchange Commission (the “SEC”) and the Municipal Securities Rulemaking Board (the “MSRB”), pursuant to the Securities Exchange Act of 1934 Rule 15Ba1-2. In accordance with MSRB rules, this disclosure statement is provided by Us to each client prior to the execution of Our advisory agreement with written disclosures of all material conflicts of interests and legal or disciplinary events that are required to be disclosed with respect to providing financial advisory services pursuant to MSRB Rule G-42(b) and (c) (ii). We employ a number of resources to identify and subsequently manage actual or potential conflicts of interest in addition to disclosing actual and potential conflicts of interest provided herein.

How We Identify and Manage Conflicts of Interest

Code of Ethics. The Code requires that all employees conduct all aspects of Our business with the highest standards of integrity, honesty and fair dealing. All employees are required to avoid even the appearance of misconduct or impropriety and avoid actual or apparent conflicts of interest between personal and professional relationships that would or could interfere with an employee’s independent exercise of judgment in performing the obligations and responsibilities owed to a municipal advisor and Our clients.

Policies and Procedures. We have adopted policies and procedures that include specific rules and standards for conduct. Some of these policies and procedures provide guidance and reporting requirements about matters that allows Us to monitor behavior that might give rise to a conflict of interest. These include policies concerning the making of gifts and charitable contributions, entertaining clients, and engaging in outside activities, all of which may involve relationships with clients and others that are important to Our analysis of potential conflicts of interest.

Supervisory Structure. We have both a compliance and supervisory structure in place that enables Us to identify and monitor employees’ activities, both on a transaction and Firm-wide basis, to ensure compliance with appropriate standards. Prior to undertaking any engagement with a new client or an additional engagement with an existing client, appropriate municipal advisory personnel will review the possible intersection of the client’s interests, the proposed engagement, Our engagement personnel, experience and existing obligations to other clients and related parties. This review, together with employing the resources described above, allows Us to evaluate any situations that may be an actual or potential conflict of interest.

Disclosures. We will disclose to clients those situations that We believe would create a material conflict of interest, such as: 1) any advice, service or product that any affiliate may provide to a client that is directly related to the municipal advisory work We perform for such client; 2) any payment made to obtain or retain a municipal advisory engagement with a client; 3) any fee-splitting arrangement with any provider of an investment or services to a client; 4) any conflict that may arise from the type of compensation arrangement We may have with a client; and 5) any other actual or potential situation that We are or become aware of that might constitute a material conflict of interest that could reasonably expect to impair Our ability to provide advice to or on behalf of clients consistent with regulatory requirements. If We identify such situations or circumstances, We will prepare meaningful disclosure that will describe the implications of the situation and how We intend to manage the situation. We will also disclose any legal or disciplinary events that are material to a client’s evaluation or the integrity of Our management or advisory personnel. We will provide this disclosure (or a means to access this information) in writing prior to starting Our proposed engagement, and will provide such additional information or clarification as the client may request. We will also advise Our clients in writing of any subsequent material conflict of interest that may arise, as well as the related implications, Our plan to manage that situation, and any additional information such client may require.

II. General Conflict of Interest Disclosures

Disclosure of Conflicts Concerning the Firm’s Affiliates

Our affiliates offer a wide variety of financial services, and Our clients may be interested in pursuing services separately provided by an affiliate. The affiliate’s business with the client may be perceived as an incentive for Us to recommend a course of action designed to increase the level of the client’s business activities with the affiliate or to recommend against a course of action that would reduce the client’s business activities with the affiliate. In either instance, We may be perceived

as recommending services for a client that are not in the best interests of Our clients, but rather are in Our interests or the interests of Our affiliates. Accordingly, We mitigate any perceived conflict of interest that may arise in this situation by disclosing it to the client, and by requiring that there be a review of the municipal securities transaction or municipal financial product to ensure that it is suitable for the client in light of various factors, after reasonable inquiry, including the client's needs, objectives and financial circumstances. Further, We receive no compensation from Our affiliates with respect to a client introduction or referral. If a client chooses to work with an affiliate, We require that the client consult and enter into a separate agreement for services, so that the client can make an independent, informed, evaluation of the services offered.

Disclosure of Conflicts Related to the Firm's Compensation

From time to time, We may be compensated by a municipal advisory fee that is or will be set forth in an agreement with the client to be, or that has been, negotiated and entered into in connection with a municipal advisory service. Payment of such fee may be contingent on the closing of the transaction and the amount of the fee may be based, in whole or in part, on a percentage of the principal or par amount of municipal securities or municipal financial product. While this form of compensation is customary in the municipal securities market, it may be deemed to present a conflict of interest since We may appear to have an incentive to recommend to the client a transaction that is larger in size than is necessary. Further, We may also receive compensation in the form of a fixed fee arrangement. While this form of compensation is customary, it may also present a potential conflict of interest, if the transaction requires more work than contemplated and We are perceived as recommending a less time consuming alternative contrary to the client's best interest so as not to sustain a loss. Finally, We may contract with clients on an hourly fee bases. If We do not agree on a maximum amount of hours at the outset of the engagement, this arrangement may pose a conflict of interest as We would not have a financial incentive to recommend an alternative that would result in fewer hours. We manage and mitigate all of these types of conflicts by disclosing the fee structure to the client, and by requiring that there be a review of the municipal securities transaction or municipal financial product to ensure that it is suitable for the client in light of various factors, after reasonable inquiry, including the client's needs, objectives and financial circumstances.

Disclosure concerning providing services to State and Local Government Clients

We regularly provide municipal advisory services to state and local governments, their affiliates, and component units. While Our clients have expressed that this experience in providing services to a wide variety of clients generally provides great benefit for all of Our clients, there may be or may have been clients with interests that are different from (and adverse to) other clients. If for some reason any client sees Our engagement with any other particular client as a conflict, We will mitigate this conflict by engaging in a broad range of conduct, if and as applicable. Such conduct may include one or any combination of the following: 1) disclosing the conflict to the client; 2) requiring that there be a review of the municipal securities transaction or municipal financial product to ensure that it is suitable for the client in light of various factors, including the client's needs, objectives and financial circumstances; 3) implementing procedures that establishes an "Informational Bubble" that creates physical, technological and procedural barriers and/or separations to ensure that non-public information is isolated to particular area such that certain governmental transaction team members and supporting functions operate separately during the course of work performed; and 4) in the rare event that a conflict cannot be resolved, We will withdraw from the engagement.

Disclosure Related to Legal and Disciplinary Events

As a registered municipal advisor with the Securities and Exchange Commission (the "SEC") and the Municipal Securities Rulemaking Board (the "MSRB"), pursuant to the Securities Exchange Act of 1934 Rule 15Ba1-2, Our legal, disciplinary and judicial events are required to be disclosed on Our forms MA and MA-I filed with the SEC, in 'Item 9 Disclosure Information' of form MA, 'Item 6 Disclosure Information' of form MA-I, and if applicable, the corresponding disclosure reporting page(s) ("DRP"). To review the foregoing disclosure items and material change(s) or amendment(s), if any, clients may electronically access PFM Financial Advisors LLC filed forms MA and MA-I on the SEC's Electronic Data Gathering, Analysis, and Retrieval system, listed by date of filing starting with the most recently filed, at:

PFM Financial Advisors LLC (PFMFA):

<http://www.sec.gov/cgi-bin/browse-edgar?company=PFM+Financial&owner=exclude&action=getcompany>

III. Specific Conflicts of Interest Disclosures – City of West Des Moines, Iowa

To Our knowledge, following reasonable inquiry, We make the additional disclosure of actual or potential conflicts of interest cited below in connection with the municipal advisory services currently being contemplated for the client.

We currently serve as municipal advisor to certain overlapping entities including West Des Moines Community School District, Waukee Community School District, Des Moines Independent School District, Des Moines Metropolitan Wastewater Reclamation Authority, State of Iowa, Iowa Finance Authority, and Des Moines Area Regional Transit Authority. We do not anticipate this to create a conflict of interest nor to impede Our ability to fulfill Our fiduciary duty to City of West Des Moines, Iowa.

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

DATE: October 3, 2016

ITEM: Approval to add Woodland Lake to the City’s Solid Waste Collection Program and approval and acceptance of Hold Harmless Agreement – The Villas at Woodland Lake Homeowners Association – c/o Sue Clark Real Estate Services, P. O. Box 71637, Clive, IA 50325-0637

RESOLUTION: Approval of Addition to Solid Waste Collection and Recycling Program
and Approval and Acceptance of Hold Harmless Agreement

FINANCIAL IMPACT: The cost to the City to add additional residents to the City’s solid waste collection and recycling contract is negligible.

BACKGROUND: On January 21, 2013, the City Council approved an amendment to City Code to allow West Des Moines residences on private streets and within private developments to participate in the City’s residential solid waste collection (household and yard waste) and recycling program.

The City recently received a request from Sue Clark, Agent for Villas at Woodland Lake HOA, to join our solid waste collection program. Woodland Lake is located at Woodland Avenue and 68th Street and consists of 120 attached units all served by private streets. The development is fully built out and occupied. Attached is a map of the development.

City and West Des Moines Water Works billing staff and the Metro Waste Authority (MWA) have reviewed this request and have no objections to the addition of this private development to the City’s solid waste collection and recycling contract. The homeowner’s association has signed the attached hold harmless agreement to indemnify and hold the City, Metro Waste Authority, and the individual waste haulers harmless from any and all liability and claims for any damage that may occur to their private streets and driveways relating to or arising out of the collection of solid waste and recycling. Yard waste collection is not included.

OUTSTANDING ISSUES: There are no outstanding issues.

RECOMMENDATION: Based upon the preceding review, staff recommends the City Council adopt a resolution to add Woodland Lake to the City’s residential solid waste collection and recycling program and approve and accept the Hold Harmless Agreement.

Lead Staff Member: Joseph C. Cory, Deputy Public Services Director

STAFF REVIEWS:

Department Director	Bret Hodne, Public Services Director
Appropriations/Finance	Tim Stiles, Finance Director
Legal	Richard Scieszinski, City Attorney
Agenda Acceptance	Ryan Jacobson, City Clerk

PUBLICATION(S) (if applicable):

Published In	Noticing not required
Date(s) Published	
Letter sent to surrounding property owners	

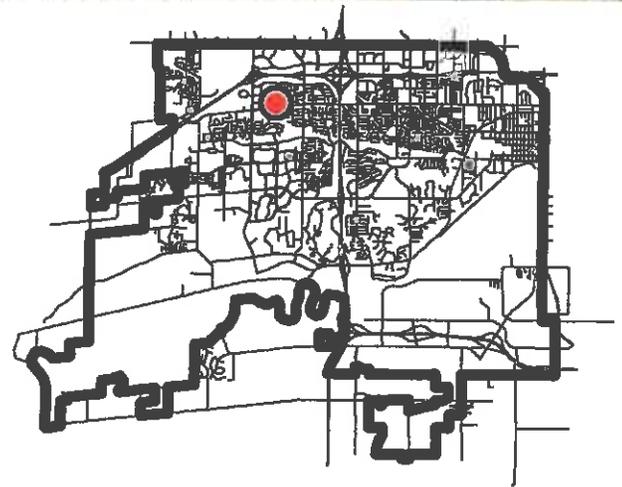
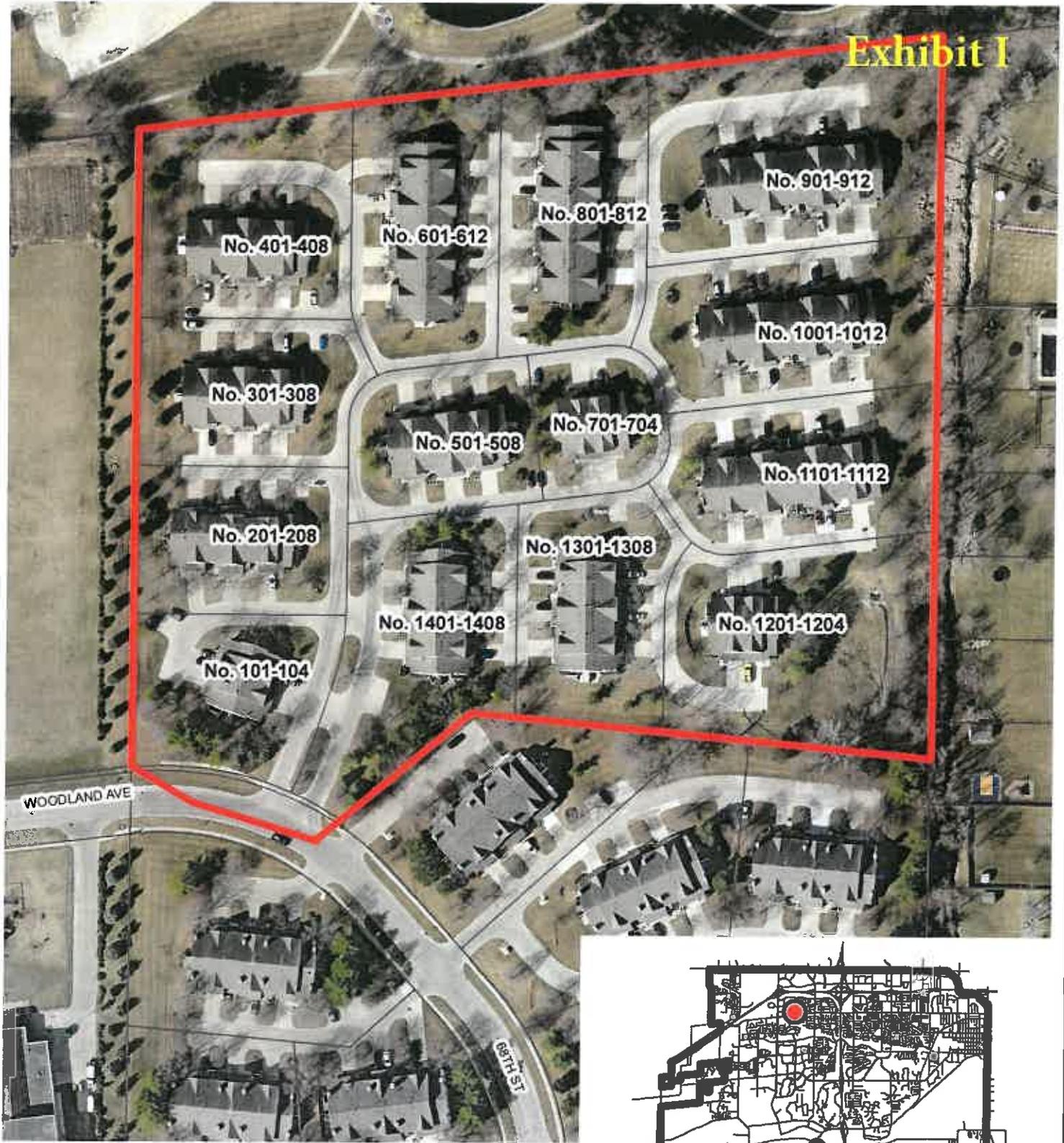
SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Works		
Date Reviewed	September 26, 2016		
Recommendation	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Split <input type="checkbox"/>

ATTACHMENTS:

- Exhibit I - Location Map
- Exhibit II - Request Letter
- Exhibit III - Resolution
- Exhibit IV - Hold Harmless Agreement

Exhibit I



LEGEND

LOCATION 

LIMITS 



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

PROJECT: **Villas Woodland Lake Trash Collection-120 Units**

LOCATION: **Woodland Ave. and 68th Street**

DRAWN BY: RLC

DATE: 08/15/2016

SHT. 1 OF 1

Villas at Woodland Lake HOA

September 8, 2016

Joe Cory, Deputy Public Works Director
City of West Des Moines
PO Box 65320
West Des Moines, IA 50265-0320

SUBJECT: Trash and Recycle Service

Dear Joe:

The Board of Directors of the Villas at Woodland Lake HOA has approved actions requesting recycling and trash collection services be provided, effective December 1, 2016 by the City of West Des Moines and Metro Waste Authority.

Enclosed is the HOA approved/executed Indemnity/Hold Harmless Agreement required to move forward with this request. Once approved, executed and recorded, I would appreciate receiving a copy of the final Agreement.

Please let me know if you need anything else as it relates to this matter.

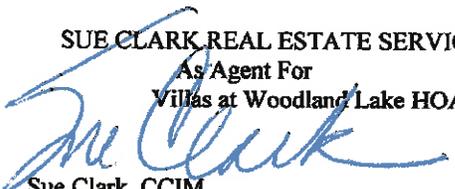
Should you have any questions please call me at 222-3191 Ext. 201 or email Sue@SueClarkRealEstate.com

Thank you.

Sincerely,

SUE CLARK REAL ESTATE SERVICES

As Agent For
Villas at Woodland Lake HOA



Sue Clark, CCIM
President

ENC

PO Box 71637 Clive, IA 50325

RESOLUTION

A RESOLUTION APPROVING THE ADDITION OF WOODLAND LAKE TO THE CITY'S SOLID WASTE COLLECTION AND RECYCLING PROGRAM AND APPROVING AND ACCEPTING THE RELATED HOLD HARMLESS AGREEMENT

WHEREAS, the City of West Des Moines, Iowa, has received a request from the Agent of the Villas at Woodland Lake Home Owners' Association to voluntarily join the City's solid waste and recycling collection program; and,

WHEREAS, Woodland Lake is a private residential development not directly accessed by public streets and as such the City Council has the discretion to approve the addition of said private development to the City's solid waste and recycling collection program; and,

WHEREAS, the following document establishing an indemnity/hold harmless agreement related to the provision of solid waste and recycling collection has been presented to the City for approval and it is the policy of the City of West Des Moines, Iowa, to approve agreements involving any property interests of the City:

Indemnity/Hold Harmless Agreement to indemnify and hold the City, Metro Waste Authority, and the individual waste haulers harmless from any and all liability and claims for any damage that may occur to their private streets and driveways relating to or arising out of the collection of solid waste and recycling on the association owned property legally described as Woodland Lake, City of West Des Moines, Dallas County, Iowa; and,

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

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

1. The addition of the Woodland Lake to the City's solid waste and recycling collection program and contract is hereby approved.
2. The document described above is hereby approved and accepted and shall be, fully executed by the Mayor and City Clerk and filed with the county recorder as appropriate.

PASSED AND ADOPTED this 3rd day of October, 2016

Steven K. 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 October 3, 2016, by the following vote:

ATTEST:

Ryan Jacobson, City Clerk

Exhibit IV

Prepared by: Joseph C Cory, Public Works Department, City of West Des Moines, P.O. Box 65320, WDM, 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
Address Tax Statement to: Not applicable

INDEMNITY/HOLD HARMLESS AGREEMENT

This Agreement is made and entered into this 30 day of August 2016 by and between **THE VILLAS AT WOODLAND LAKE HOMEOWNERS ASSOCIATION** (hereinafter known as "Association" or "the Association"), and the **CITY OF WEST DES MOINES**, an Iowa municipal corporation (hereinafter known as "City" or "the City").

WITNESSETH:

WHEREAS, the Association is comprised of the Owners of parcels of land located in West Des Moines, Iowa; and

WHEREAS, the parcel(s) of land owned by the Association are legally described as:

Woodland Lake, official plat
City of West Des Moines, Dallas County, Iowa;

and

WHEREAS, the Association has requested to participate in the City's solid waste collection and recycling program, which is operated in conjunction with the Metro Waste Authority; and

WHEREAS, in order to participate in the solid waste collection and recycling program, it will be necessary for agents of the City, Metro Waste Authority and Waste Management and Waste Connections to access the private property of the Owners and the Association; and

WHEREAS, in order to participate in the solid waste and collection and recycling program, the Association has agreed to release and/or indemnify and hold the City, the Metro Waste authority, Waste Management and Waste Connections, and/or any other private hauler operating under the authority of the City and the Metro Waste Authority, harmless from any and all liability, damages, claims, costs, expenses, interest, and reasonable attorney's fees related to or arising from the collection of solid waste and recycling occurring on the Association land as part of the City's program.

NOW, THEREFORE, in consideration of the premises, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged by all parties, the City and the Association hereby agree as follows:

Participation in Program. The City, in conjunction with the Metro Waste Authority, agrees to allow the Association to participate in the solid waste collection and recycling program as provided by West Des Moines Code of Ordinance Title 4, Chapter 5, "Solid Waste Control," pursuant to the terms and conditions imposed by the Ordinance and the rules and regulations of the City of West Des Moines governing the program. The Association agrees to abide by and comply with all terms and conditions of the program, including the terms

and conditions imposed by this Agreement.

Hold-Harmless. The Association agrees to release and hold the City, Metro Waste Authority, Waste Management and Waste Connections, and any other private hauler(s) operating under the authority of the City and Metro Waste Authority, their officials, employees, agents and assigns, harmless from any and all losses, damages, claims or expenses, including court costs and reasonable attorney fees, incurred or asserted by the Association or the Owners for damage to the Association's tangible property, arising from the collection of solid waste collection and recycling as part of the City's program.

Running of Benefits and Burdens. The terms and conditions of this Indemnity/Hold Harmless Agreement are binding upon the Association including, but not limited to, future owners, developers, successors-in-interest, 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.

Termination. Either party may terminate its participation in the program with written notice provided to the non-terminating party no less than one year prior to the date of termination. Written notice shall be provided to the parties as follows:

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

The Villas at Woodland Lake Homeowners Association
c/o (insert name) *Sue Clark Peak State Services*
(insert mailing address) *PO Box 71637*
Clive, IA 50325

Jurisdiction and Venue. The Association agrees 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 Indemnity/Hold Harmless Agreement and said parties shall consent to the jurisdiction of Dallas County, Iowa.

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.

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 "Association" shall refer to The Villas at Woodland Lake Homeowners Association, its assigns, successors-in-interest and lessees, if any.

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.

Integration/Construction. This Agreement shall constitute the entire agreement between the parties regarding the subject matter hereof, and no amendments or additions to this Agreement shall be binding unless in writing and executed by the Owners and the City. This Agreement has been fully negotiated at arms length between the signatories hereto, and after advice by counsel and other representatives chosen by such signatories such signatories are fully informed with respect thereto; no such signatory shall be deemed the scrivener of this Agreement; and, based on the foregoing, the provisions of this Agreement and any Exhibits hereto shall be construed as a whole according to their common meaning and not strictly for or against any party.

Recording. This instrument shall be recorded in the Office of the Dallas County Recorder. Cost of recording shall be the responsibility of the Association.

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

ITEM: Direct Advertisement for Sale, Approve Electronic Bidding Procedures, and Approve Official Statement – Issuance of \$7,200,000 General Obligation Bonds

DATE: October 3, 2016

FINANCIAL IMPACT: Ultimate debt service amounts (principal and interest) are undetermined, pending interest rate bids received on Monday, October 17, 2016. Interest is estimated to range from 1.08% to 2.07% with an approximate overall interest rate of 1.84%, with final maturity scheduled for June 1, 2026 (10 year bonds). Interest payments begin December 1, 2017 and continue semiannually thereafter. Interest will be computed on the basis of a 360-day year of twelve 30-day months. Bonds due after June 1, 2023, will be subject to call for prior redemption on said date or on any day thereafter upon terms of par plus accrued interest to date of call.

BACKGROUND: This action allows the sale of \$7,200,000 of General Obligation Bonds (Series 2016C), to partially defray the costs of constructing a number of CIP projects. Staff has factored the cost of the proposed issuance compared to the total amount of funds available through the debt service levy in order to maintain positive cash flow throughout the life of the bond issuance.

The resolution for this item also approves a Preliminary Official Statement and authorizes its distribution with respect to the above-referenced issues. The Council is encouraged to review the Preliminary Official Statement as its preparation is subject to Federal Securities Law regulation. As such, the City must be certain that facts and representations are true and correct in all material respects, up to and including the date of the delivery of the bonds. A copy of the Preliminary Official Statement has been sent electronically to the Councilmembers and is available for review in the offices of the City Clerk and Finance Director.

On February 9, 2015, a public hearing was held to institute proceedings on the issuance of “not to exceed” \$9.1 million Essential Corporate Purpose General Obligation Bonds and six separate hearings were held to institute proceedings of six series of “not to exceed” \$700,000 General Corporate Purpose General Obligation Bonds. Iowa Code Section 384.28 specifically permits the City to sell bonds for different projects together for market efficiency, once legal authority has been established through the required hearings, notices, and approvals. No comments were received at the public hearing. However, these bonds were not issued during 2015 because timing was delayed for several of the main projects, most notably the construction of Grand Prairie Parkway interchange and the connection to Mills Parkway.

Bids will be received Monday, October 17, 2016, at 10:00am, and either staff or a representative of the City’s Financial Advisory Firm, Public Financial Management (PFM), will report on the results to Council at its meeting scheduled for that same evening. Closing is scheduled for November 16, 2016.

RECOMMENDATION: Adoption of Resolution instituting proceeds to take additional action, approval of the Preliminary Official Statement, and authorization of electronic bidding procedures for the issuance of \$7,200,000 General Obligation Bonds

Lead Staff Member: Tim Stiles, Finance Director



STAFF REVIEWS

Department Director	
Appropriations/Finance	
Legal	
Agenda Acceptance	

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

Council Member _____ introduced the following Resolution entitled "RESOLUTION DIRECTING THE ADVERTISEMENT FOR SALE OF \$7,200,000* GENERAL OBLIGATION BONDS, SERIES 2016C, AND APPROVING ELECTRONIC BIDDING PROCEDURES" and moved its adoption. Council Member _____ seconded the Resolution to adopt. The roll was called and the vote was,

AYES: _____

NAYS: _____

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

**RESOLUTION DIRECTING THE ADVERTISEMENT FOR
SALE OF \$7,200,000* GENERAL OBLIGATION BONDS,
SERIES 2016C, AND APPROVING ELECTRONIC BIDDING
PROCEDURES**

WHEREAS, the Issuer is in need of funds to pay costs of acquisition of emergency services communication equipment and systems; street, sidewalk, and trail improvements, with related utility and site improvements; improvements and equipping city parks and trails, essential corporate purpose(s), and it is deemed necessary and advisable that General Obligation Bonds, to the amount of not to exceed \$9,300,000 be authorized for said purpose(s); and

WHEREAS, pursuant to notice published as required by Section 384.25 of the Code of Iowa, this Council has held a public meeting and hearing upon the proposal to institute proceedings for the issuance of the Bonds, and the Council is therefore now authorized to proceed with the issuance of said Bonds for such purpose(s); and

WHEREAS, the City is in need of funds to pay costs of improvements to the Community Center, general corporate purpose(s), and it is deemed necessary and advisable that General Obligation Bonds, to the amount of not to exceed \$700,000 be authorized for said purpose(s); and

WHEREAS, the Issuer has a population of more than 5,000 but not more than 75,000, and the Bonds for these purposes do not exceed \$700,000; and

WHEREAS, pursuant to notice published as required by Section 384.26 of the Code of Iowa, the Council of the City has held public meeting and hearing upon the proposal to institute proceedings for the issuance of Bonds for general corporate purpose(s) in the amounts as above set forth, and, no petition for referendum having been received, the Council is therefore now authorized to proceed with the issuance of said Bonds for such purpose(s); and

WHEREAS, the City is in need of funds to pay costs of improvements and equipping the library, city hall, and parking lot improvements at various city facilities, general corporate purpose(s), and it is deemed necessary and advisable that General Obligation Bonds, to the amount of not to exceed \$700,000 be authorized for said purpose(s); and

WHEREAS, the Issuer has a population of more than 5,000 but not more than 75,000, and the Bonds for these purposes do not exceed \$700,000; and

WHEREAS, pursuant to notice published as required by Section 384.26 of the Code of Iowa, the Council of the City has held public meeting and hearing upon the proposal to institute proceedings for the issuance of Bonds for general corporate purpose(s) in the amounts as above set forth, and, no petition for referendum having been received, the Council is therefore now authorized to proceed with the issuance of said Bonds for such purpose(s); and

WHEREAS, the City is in need of funds to pay costs of improvements at the Valley View Aquatic Center, and site development for a new 39th Street Park, general corporate purpose(s), and it is deemed necessary and advisable that General Obligation Bonds, to the amount of not to exceed \$700,000 be authorized for said purpose(s); and

WHEREAS, the Issuer has a population of more than 5,000 but not more than 75,000, and the Bonds for these purposes do not exceed \$700,000; and

WHEREAS, pursuant to notice published as required by Section 384.26 of the Code of Iowa, the Council of the City has held public meeting and hearing upon the proposal to institute proceedings for the issuance of Bonds for general corporate purpose(s) in the amounts as above set forth, and, no petition for referendum having been received, the Council is therefore now authorized to proceed with the issuance of said Bonds for such purpose(s); and

WHEREAS, the City is in need of funds to pay costs of HVAC improvements to Fire/EMS station #18, general corporate purpose(s), and it is deemed necessary and advisable that General Obligation Bonds, to the amount of not to exceed \$700,000 be authorized for said purpose(s); and

WHEREAS, the Issuer has a population of more than 5,000 but not more than 75,000, and the Bonds for these purposes do not exceed \$700,000; and

WHEREAS, pursuant to notice published as required by Section 384.26 of the Code of Iowa, the Council of the City has held public meeting and hearing upon the proposal to institute proceedings for the issuance of Bonds for general corporate purpose(s) in the amounts as above set forth, and, no petition for referendum having been received, the Council is therefore now authorized to proceed with the issuance of said Bonds for such purpose(s); and

WHEREAS, the City is in need of funds to pay costs of improvements to the Law Enforcement Center, general corporate purpose(s), and it is deemed necessary and advisable that General Obligation Bonds, to the amount of not to exceed \$700,000 be authorized for said purpose(s); and

WHEREAS, the Issuer has a population of more than 5,000 but not more than 75,000, and the Bonds for these purposes do not exceed \$700,000; and

WHEREAS, pursuant to notice published as required by Section 384.26 of the Code of Iowa, the Council of the City has held public meeting and hearing upon the proposal to institute proceedings for the issuance of Bonds for general corporate purpose(s) in the amounts as above set forth, and, no petition for referendum having been received, the Council is therefore now authorized to proceed with the issuance of said Bonds for such purpose(s); and

WHEREAS, pursuant to Section 384.28 of the Code of Iowa, it is hereby found and determined that the various general obligation bonds authorized as hereinabove described shall be combined for the purpose of issuance in a single issue of \$7,200,000* General Obligation Bonds as hereinafter set forth; and

WHEREAS, the Council has received information from its Municipal Advisor, PFM Financial Advisors LLC, evaluating and recommending the procedure hereinafter described for electronic, facsimile and internet bidding to maintain the integrity and security of the competitive bidding process and to facilitate the delivery of bids by interested parties; and

WHEREAS, the Council deems it in the best interests of the City and the residents thereof to receive bids to purchase such Bonds by means of both sealed and electronic internet communication.

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

Section 1. That the receipt of electronic bids by facsimile machine and through the Parity Competitive Bidding System described in the Notice of Sale and Official Statement are hereby found and determined to provide reasonable security and to maintain the integrity of the competitive bidding process, and to facilitate the delivery of bids by interested parties in connection with the offering at public sale.

Section 2. That General Obligation Bonds, Series 2016C, of City of West Des Moines, State of Iowa, in the amount of \$7,200,000*, to be issued as referred to in the preamble of this Resolution, to be dated November 16, 2016, be offered for sale pursuant to the published advertisement.

Section 3. That the Clerk is hereby directed to publish notice of sale of the Bonds at least once, the last one of which shall be not less than four clear days nor more than twenty days before the date of the sale. Publication shall be made in the "Des Moines Register", a legal newspaper, printed wholly in the English language, published within the county in which the Bonds are to be offered for sale or an adjacent county. The notice is given pursuant to Chapter 75 of the Code of Iowa, and shall state that this Council, on the 17th day of October, 2016, at 5:30 P.M., will hold a meeting to receive and act upon bids for said Bonds, which bids were previously received and opened by City Officials at 10:00 A.M. on said date. The notice shall be in substantially the following form:

(To be published on or before October 11, 2016)

NOTICE OF BOND SALE

Time and Place of Sealed Bids: Bids for the sale of Bonds of the City of West Des Moines, State of Iowa, hereafter described, must be received at the office of the City Clerk, City Hall, 4200 Mills Civic Parkway, West Des Moines, Iowa; Telephone: 515-222-3600 (the "Issuer") before 10:00 A.M., on the 17th day of October, 2016. The bids will then be publicly opened and referred for action to the meeting of the City Council in conformity with the TERMS OF OFFERING.

The Bonds: The Bonds to be offered are the following:

GENERAL OBLIGATION BONDS, SERIES 2016C, in the amount of \$7,200,000*, to be dated November 16, 2016;

GENERAL OBLIGATION URBAN RENEWAL BONDS, SERIES 2016D, in the amount of \$11,425,000*, to be dated November 16, 2016

(Collectively, the "Bonds")

*Subject to principal adjustment pursuant to official Terms of Offering.

Manner of Bidding: Open bids will not be received. Bids will be received in any of the following methods:

- **Sealed Bidding:** Sealed bids may be submitted and will be received at the office of the City Clerk at City Hall, 4200 Mills Civic Parkway, P.O. Box 65320, West Des Moines, Iowa 50265.
- **Electronic Internet Bidding:** Electronic internet bids will be received at the office of the City Clerk at City Hall, 4200 Mills Civic Parkway, P.O. Box 65320, West Des Moines, Iowa 50265. The bids must be submitted through the PARITY® competitive bidding system.
- **Electronic Facsimile Bidding:** Electronic facsimile bids will be received at the office of the City Clerk at City Hall, 4200 Mills Civic Parkway, P.O. Box 65320, West Des Moines, Iowa 50265 (facsimile number: 515-222-3620). Electronic facsimile bids will be treated as sealed bids.

Consideration of Bids: After the time for receipt of bids has passed, the close of sealed bids will be announced. Sealed bids will then be publicly opened and announced. Finally, electronic internet bids will be accessed and announced.

Sale and Award: The sale and award of the Bonds will be held at the Council Chambers, City Hall, 4200 Mills Civic Parkway, West Des Moines, Iowa at a meeting of the City Council on the above date at 5:30 P.M.

Official Statement: The Issuer has issued an Official Statement of information pertaining to the Bonds to be offered, including a statement of the Terms of Offering and an Official Bid Form, which is incorporated by reference as a part of this notice. The Official Statement may be obtained by request addressed to the City Clerk, City Hall, 4200 Mills Civic Parkway, West Des Moines, Iowa; Telephone: 515-222-3600 or the Issuer's Municipal Advisor, PFM Financial Advisors LLC, 801 Grand Avenue, Suite 3300, Des Moines, Iowa, 50309, Telephone: 515-243-2600.

Terms of Offering: All bids shall be in conformity with and the sale shall be in accord with the Terms of Offering as set forth in the Official Statement.

Legal Opinion: The Bonds will be sold subject to the opinion of Ahlers & Cooney, P.C., Attorneys of Des Moines, Iowa, as to the legality and their opinion will be furnished together with the printed Bonds without cost to the purchaser and all bids will be so conditioned. Except to the extent necessary to issue their opinion as to the legality of the Bonds, the attorneys will not examine or review or express any opinion with respect to the accuracy or completeness of documents, materials or statements made or furnished in connection with the sale, issuance or marketing of the Bonds.

Rights Reserved: The right is reserved to reject any or all bids, and to waive any irregularities as deemed to be in the best interests of the public.

By order of the City Council of the City of West Des Moines, State of Iowa.

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

(End of Notice)

PASSED AND APPROVED this 3rd day of October, 2016.

Mayor

ATTEST:

City Clerk

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

ITEM: Direct Advertisement for Sale, Approve Electronic Bidding Procedures, and Approve Official Statement – Issuance of \$11,425,000 General Obligation Urban Renewal Bonds **DATE:** October 3, 2016

FINANCIAL IMPACT: Ultimate debt service amounts (principal and interest) are undetermined, pending interest rate bids received on Monday, October 17, 2016. Interest is estimated to range from 1.08% to 2.50% with an approximate overall interest rate of 2.14%, with final maturity scheduled for June 1, 2030 (13.5 year bonds). Payments begin June 1, 2017 and continue semiannually thereafter. Interest will be computed on the basis of a 360-day year of twelve 30-day months. Bonds due after June 1, 2024, will be subject to call for prior redemption on said date or on any day thereafter upon terms of par plus accrued interest to date of call.

BACKGROUND: This action allows the sale of \$11,425,000 of General Obligation Urban Renewal Bonds (Series 2016D), to partially defray the costs of constructing a several projects related to the Alluvion Urban Renewal Area. Staff has factored the cost of the proposed issuance compared to the total amount of funds available through the debt service levy in order to maintain positive cash flow throughout the life of the bond issuance.

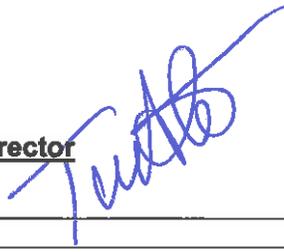
The resolution for this item also approves a Preliminary Official Statement and authorizes its distribution with respect to the above-referenced issues. The Council is encouraged to review the Preliminary Official Statement as its preparation is subject to Federal Securities Law regulation. As such, the City must be certain that facts and representations are true and correct in all material respects, up to and including the date of the delivery of the bonds. A copy of the Preliminary Official Statement has been sent electronically to the Councilmembers and is available for review in the offices of the City Clerk and Finance Director.

On June 2, 2014, a public hearing was held to institute proceedings on the issuance of “not to exceed” \$87.0 million General Obligation Urban Renewal Bonds related to Project Alluvion. Iowa Code Section 384.28 specifically permits the City to sell bonds for different projects together for market efficiency, once legal authority has been established through the required hearings, notices, and approvals. No comments were received at the public hearing. Bonds have been sold previously as part of this project – 2015A Series totaling \$21,755,000 and Series 2015B \$12,715,000.

Bids will be received Monday, October 17, 2016, at 10:00am, and either staff or a representative of the City’s Financial Advisory Firm, Public Financial Management (PFM), will report on the results to Council at its meeting scheduled for that same evening. Closing is scheduled for November 16, 2016.

RECOMMENDATION: Adoption of Resolution instituting proceeds to take additional action, approval of the Preliminary Official Statement, and authorization of electronic bidding procedures for the issuance of \$11,425,000 General Obligation Urban Renewal Bonds

Lead Staff Member: Tim Stiles, Finance Director



STAFF REVIEWS

Department Director	
Appropriations/Finance	
Legal	
Agenda Acceptance	

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

Council Member _____ introduced the following Resolution entitled "RESOLUTION DIRECTING THE ADVERTISEMENT FOR SALE OF \$11,425,000* GENERAL OBLIGATION URBAN RENEWAL BONDS, SERIES 2016D, AND APPROVING ELECTRONIC BIDDING PROCEDURES" and moved its adoption. Council Member _____ seconded the Resolution to adopt. The roll was called and the vote was,

AYES: _____

NAYS: _____

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

RESOLUTION DIRECTING THE ADVERTISEMENT FOR SALE OF \$11,425,000* GENERAL OBLIGATION URBAN RENEWAL BONDS, SERIES 2016D, AND APPROVING ELECTRONIC BIDDING PROCEDURES

WHEREAS, the Issuer previously called and held a public hearing pursuant to Sections 384.25 and 403.12 for the purposes of issuing General Obligation Urban Renewal Bonds to pay costs of aiding in the planning, undertaking and carrying out of urban renewal projects under the authority of Iowa Code chapter 403 and the Urban Renewal Plan for the Alluvion Urban Renewal Area, including public street construction, reconstruction, and/or widening and related activities including right-of-way acquisition, related utilities and sewers, storm water conveyance structures, bridges, railroad crossings, bike/pedestrian trails and under crossings, traffic signals and signage, turn lanes, medians, landscaping, street lights and related improvements for portions of Connector Street, South 8th Street, Maffitt Lake Road, County Line Road, and Pine Avenue; water storage improvements including facility and wells, installation, signage, security fencing, and other related improvements, including land acquisition; water lines to connect supply distribution system; sanitary sewer improvements including extension and construction of new sewer lines; power line relocation; funding incentives pursuant to a development agreement with Microsoft; construct and equip a municipal public safety facility, with all necessary utilities and public improvements; including capitalized interest and costs of issuance for bonds issued for these projects, essential corporate urban renewal purpose(s), and no petitions for referendum being received, the City was authorized to issue Bonds to the amount of not to exceed \$87,000,000 be authorized for said purpose(s); and

WHEREAS, the City previously issued its \$21,755,000 General Obligation Urban Renewal Bonds, Series 2015A and its \$12,715,000 Taxable General Obligation Urban Renewal Bonds, Series 2015B, and the Council deems it advisable to issue an additional \$11,425,000*

General Obligation Urban Renewal Bonds of said remaining authority in furtherance of said purposes; and

WHEREAS, the Council has received information from its Municipal Advisor evaluating and recommending the procedure hereinafter described for electronic, facsimile and internet bidding to maintain the integrity and security of the competitive bidding process and to facilitate the delivery of bids by interested parties; and

WHEREAS, the Council deems it in the best interests of the City and the residents thereof to receive bids to purchase such Bonds by means of both sealed and electronic internet communication.

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

Section 1. That the receipt of electronic bids by facsimile machine and through the Parity Competitive Bidding System described in the Notice of Sale and Official Statement are hereby found and determined to provide reasonable security and to maintain the integrity of the competitive bidding process, and to facilitate the delivery of bids by interested parties in connection with the offering at public sale.

Section 2. That General Obligation Urban Renewal Bonds, Series 2016D, of City of West Des Moines, State of Iowa, in the amount of \$11,425,000*, to be issued as referred to in the preamble of this Resolution, to be dated November 16, 2016, be offered for sale pursuant to the published advertisement.

Section 3. That the Clerk is hereby directed to publish notice of sale of the Bonds at least once, the last one of which shall be not less than four clear days nor more than twenty days before the date of the sale. Publication shall be made in the "Des Moines Register", a legal newspaper, printed wholly in the English language, published within the county in which the Bonds are to be offered for sale or an adjacent county. The notice is given pursuant to Chapter 75 of the Code of Iowa, and shall state that this Council, on the 17th day of October, 2016, at 5:30 P.M., will hold a meeting to receive and act upon bids for said Bonds, which bids were previously received and opened by City Officials at 10:00 A.M. on said date. The notice shall be in substantially the following form:

(To be published on or before October 11, 2016)

NOTICE OF BOND SALE

Time and Place of Sealed Bids: Bids for the sale of Bonds of the City of West Des Moines, State of Iowa, hereafter described, must be received at the office of the City Clerk, City Hall, 4200 Mills Civic Parkway, West Des Moines, Iowa; Telephone: 515-222-3600 (the "Issuer") before 10:00 A.M., on the 17th day of October, 2016. The bids will then be publicly opened and referred for action to the meeting of the City Council in conformity with the TERMS OF OFFERING.

The Bonds: The Bonds to be offered are the following:

GENERAL OBLIGATION BONDS, SERIES 2016C, in the amount of \$7,200,000*, to be dated November 16, 2016; and

GENERAL OBLIGATION URBAN RENEWAL BONDS, SERIES 2016D, in the amount of \$11,425,000*, to be dated November 16, 2016

(collectively, the "Bonds")

*Subject to principal adjustment pursuant to official Terms of Offering.

Manner of Bidding: Open bids will not be received. Bids will be received in any of the following methods:

- **Sealed Bidding:** Sealed bids may be submitted and will be received at the office of the City Clerk at City Hall, 4200 Mills Civic Parkway, P.O. Box 65320, West Des Moines, Iowa 50265.
- **Electronic Internet Bidding:** Electronic internet bids will be received at the office of the City Clerk at City Hall, 4200 Mills Civic Parkway, P.O. Box 65320, West Des Moines, Iowa 50265. The bids must be submitted through the PARITY® competitive bidding system.
- **Electronic Facsimile Bidding:** Electronic facsimile bids will be received at the office of the City Clerk at City Hall, 4200 Mills Civic Parkway, P.O. Box 65320, West Des Moines, Iowa 50265 (facsimile number: 515-222-3620). Electronic facsimile bids will be treated as sealed bids.

Consideration of Bids: After the time for receipt of bids has passed, the close of sealed bids will be announced. Sealed bids will then be publicly opened and announced. Finally, electronic internet bids will be accessed and announced.

Sale and Award: The sale and award of the Bonds will be held at the Council Chambers, City Hall, 4200 Mills Civic Parkway, West Des Moines, Iowa at a meeting of the City Council on the above date at 5:30 P.M.

Official Statement: The Issuer has issued an Official Statement of information pertaining to the Bonds to be offered, including a statement of the Terms of Offering and an Official Bid Form, which is incorporated by reference as a part of this notice. The Official Statement may be obtained by request addressed to the City Clerk, City Hall, 4200 Mills Civic Parkway, West Des Moines, Iowa; Telephone: 515-222-3600 or the Issuer's Municipal Advisor, PFM Financial Advisors LLC., 801 Grand Avenue, Suite 3300, Des Moines, Iowa, 50309, Telephone: 515-243-2600.

Terms of Offering: All bids shall be in conformity with and the sale shall be in accord with the Terms of Offering as set forth in the Official Statement.

Legal Opinion: The Bonds will be sold subject to the opinion of Ahlers & Cooney, P.C., Attorneys of Des Moines, Iowa, as to the legality and their opinion will be furnished together with the printed Bonds without cost to the purchaser and all bids will be so conditioned. Except to the extent necessary to issue their opinion as to the legality of the Bonds, the attorneys will not examine or review or express any opinion with respect to the accuracy or completeness of documents, materials or statements made or furnished in connection with the sale, issuance or marketing of the Bonds.

Rights Reserved: The right is reserved to reject any or all bids, and to waive any irregularities as deemed to be in the best interests of the public.

By order of the City Council of the City of West Des Moines, State of Iowa.

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

(End of Notice)

PASSED AND APPROVED this 3rd day of October, 2016.

Mayor

ATTEST:

City Clerk

CITY OF WEST DES MOINES CITY COUNCIL MEETING COMMUNICATION

ITEM:

DATE: October 3, 2016

Resolution approving a 28E Agreement between the Iowa Alcoholic Beverages Division and the City of West Des Moines for the purposes of providing and funding local tobacco enforcement activities.

FINANCIAL IMPACT:

There will be limited positive financial impact to the City of West Des Moines when the City performs tobacco compliance checks in West Des Moines on behalf of the State of Iowa.

BACKGROUND:

Pursuant to state law and an intergovernmental agreement with the Iowa Department of Public Health, the Iowa Alcoholic Beverages Division (ABO) possess the authority and provides for the enforcement of the State of Iowa's tobacco laws. For a number of years, the Iowa ABO has delegated the responsibility to perform tobacco sale to minor compliance checks of local business to the City of West Des Moines and its Police Department. In return, the City receives a flat fee of \$50.00 from the State of Iowa for each reported tobacco compliance check.

The Iowa ABO prepared a 28E Agreement for the local authorities to sign for purposes of these tobacco enforcement efforts to formally establish each party's respective obligations. This 28E Agreement is a renewal of the same agreement reviewed by the West Des Moines City Attorney's Office and approved by the City Council on October 5, 2015.

OUTSTANDING ISSUES (if any): None

RECOMMENDATION:

Approve the 28E Agreement between the Iowa Alcoholic Beverages Division and the City of West Des Moines for the purposes of providing and funding local tobacco enforcement activities.

Lead Staff Member: Shawn E. Latree

STAFF REVIEWS

Department Director		9-28-16
Appropriations/Finance		
Legal		
Agenda Acceptance		

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

**RESOLUTION APPROVING A 28E AGREEMENT BETWEEN THE IOWA
ALCOHOLIC BEVERAGES DIVISION AND THE CITY OF WEST DES MOINES FOR
THE PURPOSES OF PROVIDING AND FUNDING LOCAL TOBACCO
ENFORCEMENT ACTIVITIES**

WHEREAS, the provision of tobacco enforcement efforts within the City of West Des Moines promotes the health and well-being of West Des Moines citizens and visitors; and

WHEREAS, the State of Iowa, through the Iowa Alcoholic Beverages Division, has offered to reimburse the City of West Des Moines and the City's Police Department for performing tobacco sale to minor compliance checks of local businesses; and

WHEREAS, the Iowa Alcoholic Beverages Division and the City of West Des Moines have negotiated an agreement under Iowa Code Chapter 28E to provide and fund local tobacco enforcement activities.

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

1. The 28E Agreement between the Iowa Alcoholic Beverages Division and the City of West Des Moines is hereby approved.
2. The Mayor and City Clerk are authorized to sign the signature page to be attached to the 28E Agreement on behalf of the City of West Des Moines.
3. The City Clerk is directed to forward the signed signature page to Karen Freund, Deputy Administrator of Regulatory Affairs, Iowa Alcoholic Beverages Division, 1918 SE Hulsizer Road, Ankeny, Iowa 50021, with the executed signature page to be attached to the 28E Agreement, which the Iowa Alcoholic Beverages Division will then electronically file with the Secretary of State of Iowa.

PASSED AND APPROVED this 3rd day of October, 2016.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson
City Clerk



Terry E. Branstad *Governor of Iowa*
Kim Reynolds *Lieutenant Governor*
Stephen Larson *Administrator ABD*

September 7, 2016

Dear I-PLEDGE Partner,

The Iowa Alcoholic Beverages Division (ABD) invites your department to participate in the I-PLEDGE program for fiscal year 2017 (July 1, 2016 – June 30, 2017). The benefit of a partnership between ABD and law enforcement agencies is evidenced by the **91%** statewide compliance rate obtained by tobacco retailers in FY2016.

In order to be an I-PLEDGE partner in fiscal year 2017, you must sign and return the enclosed 28E Agreement. After reviewing the agreement and verifying the contact information for your department, please sign the agreement with a witness on the last page and return it in the self-addressed envelope provided. A copy of the executed agreement will be returned to your office.

It is important to remember that ABD is required to conduct **one (1) compliance check** of each tobacco, alternative nicotine and vapor product retailer during FY2017, **with a repeat check of any business that fails the first compliance check**. Section 5.1.2 of the 28E Agreement details the dates by which compliance checks need to be performed.

Keep in mind that alternative nicotine and vapor products are age-restricted according to Iowa Code § 453A.2, and therefore included as part of the I-PLEDGE program. Attempts to purchase alternative nicotine and vapor products may be conducted at any retailer that sells these products. Details and examples of these age-restricted products will be included in the enforcement handbook.

The necessary materials to carry out the agreement will be sent to the contact person specified in Section 13.10 of the 28E Agreement. In the meantime, contact Investigator Bill Missman at 515.314.3654 or myself at 515.281.7434, with questions regarding the enclosed agreement. If you prefer, you may also email iapledge@iowaabd.com.

Sincerely,

Jessica Ekman
Tobacco Program Coordinator

**28E AGREEMENT FOR
TOBACCO, ALTERNATIVE NICOTINE AND
VAPOR PRODUCT ENFORCEMENT**

SCHEDULE 3

THIS AGREEMENT is made and entered into on this ____ day of _____, 2016 by and between the Iowa Alcoholic Beverages Division (“ABD”), and the _____ City of West Des Moines (“City”). The parties agree as follows:

SECTION 1. IDENTITY OF THE PARTIES.

1.1 Iowa ABD. The ABD is authorized pursuant to Iowa Code Chapter 142A and a Memorandum of Understanding with the Iowa Department of Public Health to provide enforcement for Iowa’s tobacco, alternative nicotine and vapor product laws. The ABD’s address is: 1918 SE Hulsizer Road, Ankeny, Iowa 50021.

1.2 City of West Des Moines. The City is a municipal corporation organized and existing pursuant to the laws of the State of Iowa, and operates a duly recognized Iowa law enforcement agency. The City’s address is:

4200 Mills Civic Parkway, PO Box 65320, West Des Moines, IA 50265-0320

SECTION 2. PURPOSE. The parties have entered into this Agreement for the purpose of providing and funding tobacco, alternative nicotine and vapor product enforcement activities in compliance with Iowa Code § 453A.2.

SECTION 3. TERM. The term of the Agreement shall be from the aforementioned date through June 30, 2017, unless earlier terminated in accordance with the terms of the Agreement.

SECTION 4. FILING. Pursuant to Iowa Code § 28E.8, the ABD shall electronically file the Agreement with the Iowa Secretary of State after the parties have executed the Agreement.

SECTION 5. RESPONSIBILITIES OF THE PARTIES.

5.1 Responsibilities of the City.

5.1.1 Local Tobacco, Alternative Nicotine and Vapor Product Enforcement. The City shall provide tobacco, alternative nicotine and vapor enforcement of Iowa Code Chapter 453A.

5.1.2 Compliance Checks. "Compliance checks" mean activity to enforce Iowa Code § 453A.2 within the jurisdiction of the City. Compliance checks also may include enforcement of § 453A.2 within additional jurisdictions upon agreement of the

Parties. ABD shall make available to the City the location of each tobacco, alternative nicotine and vapor product permit holder subject to a compliance check by the City at <https://tobacco.iowaabd.com/>.

The City shall perform one (1) compliance check of each tobacco, alternative nicotine and vapor product permit holder within the jurisdiction of the City during the term of the Agreement. Please note that alternative nicotine and vapor products are age-restricted pursuant to Iowa Code § 453A.2, and therefore included in the I-PLEDGE program. Attempts to purchase alternative nicotine and vapor products may be conducted at any retailer that sells these products.

The City shall not conduct any retailer compliance checks until October 1, 2016.

The compliance check shall be completed and submitted for reimbursement to ABD by **February 15, 2017**. The City should try to complete a compliance check of all seasonal businesses such as golf courses, marinas and bait shops before the businesses close for the 2016 business year, but not before October 1, 2016.

The City shall conduct a second compliance check on any retailer that is found to be non-compliant during the first inspection. The second compliance check on the non-compliant retailer shall be completed and entered no later than **May 15, 2017**.

Clerks that fail compliance checks shall be ticketed criminally.

The City shall, within seven (7) business days, notify the retail owner or manager of any violation. Within seventy-two (72) hours of the City issuing a citation for a violation of Iowa Code § 453A.2(1) to a permit-holder or employee of a permit-holder, the City must notify the local permit-issuing authority that issued the tobacco, alternative nicotine and vapor product permit to the retailer where the offense was committed.

If the City fails to complete and submit reimbursement for compliance checks to ABD by **February 15, 2017**, ABD will consult with the City to establish a plan for completing the remaining compliance checks. In the event that the City fails to execute the agreed upon plan, the City agrees that ABD may authorize the Iowa State Patrol or other law enforcement agency to conduct any remaining compliance checks.

- 5.1.3 Youth Volunteers.** Utilization of youth volunteers is strongly encouraged where feasible. The City may compensate the youth involved in the compliance checks in a manner consistent with Section 6. Keep in mind that the federal government (SYNAR) ***will no longer allow minors under the age of sixteen (16)*** to be used to conduct compliance checks. Please ensure that the officers assigned to conduct the compliance checks do not work with a youth younger than age 16.

- 5.1.4 Routine Enforcement.** In addition to conducting compliance checks, the City agrees to regularly enforce youth tobacco, alternative nicotine and vapor product laws by ticketing youth offenders.
- 5.1.5 Civil Proceedings.** The City shall cooperate with city, county and state prosecutors if civil permit proceedings are initiated against a tobacco, alternative nicotine and vapor product permit holder. The City shall also cooperate in proceedings against cited clerks and minors. Cooperation shall include, but not be limited to, sharing investigative reports and copies of issued citations, as well as providing witness statements and testimony.
- 5.1.6 Compliance Reports.** The City shall provide monthly reports to the ABD in the manner prescribed by the ABD.
- 5.1.7 Miscellaneous.** The City shall be responsible for the day-to-day administration of its tobacco, alternative nicotine and vapor product enforcement activities. The City shall provide all office space, equipment and personnel necessary to conduct tobacco, alternative nicotine and vapor product enforcement activities under the Agreement. The City is solely responsible for the selection, hiring, disciplining, firing and compensation of its officers.

5.2 Responsibilities of the ABD.

- 5.2.1 Enforcement Guidance.** The ABD shall provide guidance on tobacco, alternative nicotine and vapor product enforcement to the City, if needed, and cooperate with the City in the performance of the Agreement.
- 5.2.2 Payment.** The ABD shall pay the City in the manner described in Section 6.
- 5.2.3 Cooperation.** If ABD believes that any officer of the City fails to perform duties in a manner that is consistent with the Agreement, the ABD shall notify the City. The City shall then take such action as necessary to investigate and, if appropriate, discipline or reassign the officer away from tobacco, alternative nicotine and vapor product enforcement activities. The ABD shall have no authority to discipline or reassign an officer, except that the ABD shall have the authority to stipulate that a particular officer not be assigned to provide services under the Agreement.
- 5.2.4 Insurance, Benefits and Compensation.** The ABD shall not provide for, nor pay, any employment costs of the City's officers including, but not limited to, worker's compensation, unemployment insurance, health insurance, life insurance and any other benefits or compensation, nor make any payroll payments with respect to the City's officers. The ABD shall have no liability whatsoever for all such employment costs or other expenses relating to, or for the benefit of, the City's officers.

SECTION 6. PAYMENT TO CITY.

- 6.1 Method of Payment.** In consideration for providing the services required by the Agreement, the City shall be paid on a flat fee basis of seventy-five dollars (\$75) per reported compliance check. The flat fee payment for each compliance check constitutes the full and exclusive remuneration for the compliance checks. For example, compensation of youth participants, if provided, is the sole responsibility of the City and is to be paid from the flat fee payment.
- 6.2 Eligible Claims.** Compliance checks that are conducted on or after **October 1, 2016**, are eligible for payment provided that the results are reported in accordance with Section 5. Any compliance checks that were funded by a non-city entity are not eligible for payment.
- 6.3 Allocations.** The costs of the services referred to in Section 6.1 shall be allocated as follows:
- 6.3.1 Sole Activity.** Money paid to the City, pursuant to the Agreement, shall be used to fund overtime of full- or part-time peace officer positions solely for tobacco, alternative nicotine and vapor product enforcement activities described in the Agreement. Money also shall be used for compensation, if any, of youth participants. In addition, the City may use money paid pursuant to the Agreement for reasonable City expenditures, including, but not limited to, officer training and equipment, provided that such expenditures do not impair the City's ability to perform tobacco, alternative nicotine and vapor product enforcement activities.
- 6.3.2 Payment in Arrears.** The ABD may pay all approved invoices in arrears and in conformance with Iowa Code § 8A.514. The ABD, consistent with Iowa Code § 8A.514, may pay in less than the specified time period. Payment by the ABD in fewer than sixty (60) days, however, does not constitute an implied waiver of that Code section.

SECTION 7. ADMINISTRATION OF AGREEMENT. The ABD and the City shall jointly administer the Agreement.

SECTION 8. NO SEPARATE ADMINISTRATIVE ENTITY. No new or separate legal or administrative entity is created by the Agreement.

SECTION 9. NO PROPERTY ACQUIRED. The ABD and the City, in connection with the performance of the Agreement, shall acquire no real or personal property.

SECTION 10. TERMINATION.

10.1 Termination For Convenience. Following thirty (30) days written notice, either party may terminate the Agreement, in whole or in part, for convenience without the payment of any penalty or incurring any further obligation to the non-terminating party. Following termination for convenience, the non-terminating party shall be entitled to compensation, upon submission of invoices and proper proof of claim, for services provided under the Agreement to the terminating party up to and including the date of termination.

10.2 Termination for Cause. The occurrence of any one or more of the following events shall constitute cause for any party to declare another party in default of its obligations under the Agreement:

10.2.1 Failure to observe and perform any covenant, condition or obligation created by the Agreement;

10.2.2 Failure to make substantial and timely progress toward performance of the Agreement;

10.2.3 Failure of the party's work product and services to conform with any specifications noted herein;

10.2.4 Infringement of any patent, trademark, copyright, trade dress or any other intellectual property right.

10.3 Notice of Default. If there occurs a default event under Section 10.2, the non-defaulting party shall provide written notice to the defaulting party requesting that the breach or noncompliance be immediately remedied. In the event that the breach or noncompliance continues to be evidenced ten days beyond the date specified in the written notice, the non-defaulting party may either:

10.3.1 Immediately terminate the Agreement without additional written notice; or,

10.3.2 Enforce the terms and conditions of the Agreement and seek any available legal or equitable remedies.

In either event, the non-defaulting party may seek damages as a result of the breach or failure to comply with the terms of the Agreement.

SECTION 11. INDEMNIFICATION.

11.1 By ABD. Consistent with Article VII, Section 1 of the Iowa Constitution and Iowa Code Chapter 669, ABD agrees to defend and indemnify the City and hold it harmless against any and all liabilities, damages, settlements, judgments, costs and expenses, including

reasonable attorney fees of counsel required to defend the City, related to or arising out of ABD's negligent or wrongful acts or omissions in the performance of the Agreement.

- 11.2 **By the City.** Consistent with Article VII, Section 1 of the Iowa Constitution and Iowa Code Chapter 670, the City agrees to defend and indemnify and hold the State of Iowa and ABD harmless from any and all liabilities, damages, settlements, judgments, costs and expenses, including reasonable governmental attorney's fees and the costs and expenses of attorney fees of other counsel required to defend the ABD, related to or arising from any negligent or wrongful acts or omissions of the City in the performance of this Agreement.

SECTION 12. CONTACT PERSON.

- 12.1 **Contact Person.** At the time of execution of the Agreement, each party shall designate, in writing, a Contact Person to serve until the expiration of the Agreement or the designation of a substitute Contact Person. During the term of the Agreement, each Contact Person shall be available to meet, as otherwise mutually agreed, to plan the services being provided under the Agreement.

SECTION 13. CONTRACT ADMINISTRATION.

- 13.1 **Amendments.** The Agreement may be amended in writing from time to time by mutual consent of the parties. All amendments to the Agreement must be fully executed by the parties.
- 13.2 **Third Party Beneficiaries.** There are no third party beneficiaries to the Agreement. The Agreement is intended only to benefit ABD and the City.
- 13.3 **Choice of Law and Forum.** The terms and provisions of the Agreement shall be construed in accordance with the laws of the State of Iowa. Any and all litigation or actions commenced in connection with the Agreement shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa. This provision shall not be construed as waiving any immunity to suit or liability that may be available to the State of Iowa, ABD or the City.
- 13.4 **Assignment and Delegation.** The Agreement may not be assigned, transferred or conveyed in whole or in part without the prior written consent of the other party.
- 13.5 **Integration.** The Agreement represents the entire Agreement between the parties and neither party is relying on any representation that may have been made which is not included in the Agreement.
- 13.6 **Headings or Captions.** The paragraph headings or captions are for identification purposes only and do not limit nor construe the contents of the paragraphs.

- 13.7 Not a Joint Venture.** Nothing in the Agreement shall be construed as creating or constituting the relationship of a partnership, joint venture, association of any kind or agent and principal relationship between the parties. Each party shall be deemed an independent contractor acting toward the expected mutual benefits. No party, unless otherwise specifically provided for herein, has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon the other party to the Agreement.
- 13.8 Supersedes Former Agreements.** The Agreement supersedes all prior Agreements between ABD and the City for the services provided in connection with the Agreement.
- 13.9 Waiver.** Except as specifically provided for in a waiver signed by duly authorized representatives of ABD and the City, failure by any party at any time to require performance by the other party or to claim a breach of any provision of the Agreement shall not be construed as affecting any subsequent breach or the right to require performance with respect thereto or to claim a breach with respect thereto.
- 13.10 Notices.** Notices under the Agreement shall be in writing and delivered to the representative of the party to receive notice (identified below) at the address of the party to receive notice as it appears below or as otherwise provided for by proper notice here under. This person shall be the Contact Person. The effective date for any notice under the Agreement shall be the date of delivery of such notice (not the date of mailing) which may be effected by certified U.S. Mail return receipt requested with postage prepaid thereon or by recognized overnight delivery service, such as Federal Express or UPS. Failure to accept "receipt" shall constitute delivery.

If to ABD: Jessica Ekman
Tobacco Program Coordinator
Iowa Alcoholic Beverages Division
1918 SE Hulsizer Road
Ankeny, Iowa 50021
515-281-7434
Email: ekman@IowaABD.com

If to City: Chief Shaun La Due
West Des Moines Police Department
250 Mills Civic Parkway
West Des Moines, IA 50265
Email: Shaun.LaDue@wpm.iowa.gov

- 13.11 Cumulative Rights.** The various rights, powers, options, elections and remedies of any party provided in the Agreement, shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed any party by law, and shall in no way affect or impair the right of any party to pursue

any other equitable or legal remedy to which any party may be entitled as long as any default remains in any way unremedied, unsatisfied or undischarged.

- 13.12 Severability.** If any provision of the Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of the Agreement.
- 13.13 Time is of the Essence.** Time is of the essence with respect to the performance of the terms of the Agreement.
- 13.14 Authorization.** Each party to the Agreement represents and warrants to the other that:
- 13.14.1** It has the right, power and authority to enter into and perform its obligations under the Agreement.
- 13.14.2** It has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of the Agreement, and the Agreement constitutes a legal, valid and binding obligation upon itself in accordance with its terms.
- 13.15 Successors in Interest.** All the terms, provisions and conditions of the Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.
- 13.16 Record Retention and Access.** The City shall maintain books, records and documents which sufficiently and properly document and calculate all charges billed to ABD throughout the term of the Agreement for a period of at least three (3) years following the date of final payment or completion of any required audit, whichever is later. The City shall permit the Auditor of the State of Iowa or any authorized representative of the State and where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the City relating to orders, invoices, or payments or any other documentation or materials pertaining to the Agreement. The City shall not impose a charge for audit or examination of the books and records.
- 13.17 Additional Provisions.** The parties agree that any Addendum, Rider or Exhibit, attached hereto by the parties, shall be deemed incorporated herein by reference.
- 13.18 Further Assurances and Corrective Instruments.** The parties agree that they shall, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of the Agreement.

SECTION 14. EXECUTION.

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the Agreement and have caused their duly authorized representatives to execute the Agreement.

By Alcoholic Beverages Division

Stephen Larson, Administrator

Date

By City of West Des Moines

Steven K. Gaer, Mayor

Date

Ryan Jacobson, City Clerk

Date

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

DATE: October 3, 2016

ITEM:

Resolution - Accepting Work
Alluvion 1A2 Water Main Improvements
J&K Contracting

FINANCIAL IMPACT:

The total construction cost for the Alluvion 1A2 Water Main Improvements was \$1,415,815.27 which was paid from budgeted Account No. 500.000.000.5250.490. The original cost of the project was \$1,439,465.00. There were two (2) Change Orders on the project that totaled (\$23,649.73).

BACKGROUND:

J&K Contracting was working under an agreement dated December 11, 2015, for construction services for the Alluvion 1A2 Water Main Improvements.

This action accepts the public improvements and authorizes staff to pay the retainage no sooner than 30 days.

OUTSTANDING ISSUES:

None.

RECOMMENDATION:

City Council Adopt:
- Resolution Accepting Work

Lead Staff Member: Duane 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)		SUBCOMMITTEE REVIEW (if applicable)			
Published In		Committee	Public Works		
Dates(s) Published		Date Reviewed	September 26, 2016		
		Recommendation	Yes	No	Split



City of
West Des Moines

Contractor: **J & K Contracting LLC**
1307 E. Lincoln Way
Ames, IA 50010

Project Title	Alluvion 1A2 Water Main Improvements 22nd Street Booster Station to S. 8th Street	
WDM Project File Number	0510-079-2014	
Purchase Order Number	2016-0000127	
Orig. Contract Amount & Date	\$1,439,465.00	08/10/15
Estimated Completion Date	12/11/15	
Pay Period	5/13/16 to 08/5/16	
Pay Request Number	9	
Date	08/22/16	

BID ITEMS								
Item No.	Description	Unit	Est. Qty	Unit Price	Extended Price	Quantity Completed	Value Completed	
1.0	Traffic Control	LS	1	\$5,000.00	\$5,000.00	1.00	\$5,000.00	
2.0	Construction Survey	LS	1	\$6,000.00	\$6,000.00	1.00	\$6,000.00	
3.0	Excavation, Class 10	CY	740	\$20.00	\$14,800.00	740.00	\$14,800.00	
4.0	Connection to Existing Water Main	EA	7	\$13,000.00	\$91,000.00	7.00	\$91,000.00	
5.0	Cut and Abandon Existing 4" Water Main	LS	1	\$1,600.00	\$1,600.00	1.00	\$1,600.00	
6.0	4" PVC Water Service Line and Connection	LS	1	\$5,000.00	\$5,000.00	1.00	\$5,000.00	
7.0	1" Copper Water Service Line and Connection	LS	1	\$3,000.00	\$3,000.00	1.00	\$3,000.00	
8.0	Water Main, Trenched, PVC, 16" Unrestrained Joint	LF	6,885	\$62.00	\$426,870.00	7,191.00	\$445,842.00	
9.0	Water Main, Trenched, PVC, 16" Restrained Joint	LF	900	\$100.00	\$90,000.00	610.00	\$61,000.00	
10.0	Water Main, Trenchless, PVC, 16" Restrained Joint	LF	403	\$195.00	\$78,585.00	403.00	\$78,585.00	
11.0	Water Main, Trenchless (Driveway), PVC, 16" Restrained Joint	LF	120	\$245.00	\$29,400.00	140.00	\$34,300.00	
12.0	Water Main With Casing Pipe, Trenchless, PVC, 16" Restrained	LF	260	\$340.00	\$88,400.00	260.00	\$88,400.00	
13.0	Water Main, Trenched, PVC, 12" Unrestrained Joint	LF	380	\$45.00	\$17,100.00	368.00	\$16,470.00	
14.0	Water Main, Trenched, PVC, 12" Restrained Joint	LF	252	\$65.00	\$16,380.00	263.50	\$17,127.50	
15.0	Fitting, 16" DI MJ 22.5 Degree Bend	EA	4	\$1,600.00	\$6,400.00	7.00	\$11,200.00	
16.0	Fitting, 16" DI MJ 45 Degree Bend	EA	16	\$1,600.00	\$25,600.00	9.00	\$14,400.00	
17.0	Fitting, 12" DI MJ 45 Degree Bend	EA	6	\$1,000.00	\$6,000.00	6.00	\$6,000.00	
18.0	Fitting, 16" x 16" DI MJ Tee	EA	3	\$2,400.00	\$7,200.00	3.00	\$7,200.00	
19.0	Fitting, 16" x 8" DI MJ Reducing Tee	EA	1	\$2,000.00	\$2,000.00	1.00	\$2,000.00	
20.0	Fitting, 16" DI MJ Plug	EA	3	\$1,500.00	\$4,500.00	3.00	\$4,500.00	
21.0	Fitting, 12" DI MJ Plug	EA	1	\$900.00	\$900.00	2.00	\$1,800.00	
22.0	Fitting, 18" x 16" DI MJ Reducer	EA	2	\$900.00	\$1,800.00	2.00	\$1,800.00	
23.0	Fitting, 16" x 12" DI MJ Reducer	EA	1	\$1,000.00	\$1,000.00	1.00	\$1,000.00	
24.0	Fitting, 8" x 4" DI MJ Reducer	EA	1	\$600.00	\$600.00	1.00	\$600.00	
25.0	Fitting, 16" DI MJ Short Sleeve	EA	10	\$1,200.00	\$12,000.00	4.00	\$4,800.00	
26.0	Fitting, 12" DI MJ Short Sleeve	EA	4	\$800.00	\$3,200.00	2.00	\$1,600.00	
27.0	Valve, DI MJ Gate, Resilient Wedge with Valve Box, 16"	EA	21	\$7,800.00	\$163,800.00	21.00	\$163,800.00	
28.0	Valve, DI MJ Gate, Resilient Wedge with Valve Box, 12"	EA	3	\$3,000.00	\$9,000.00	3.00	\$9,000.00	
29.0	Valve, DI MJ Gate, Resilient Wedge with Valve Box, 8"	EA	1	\$1,800.00	\$1,800.00	1.00	\$1,800.00	
30.0	Tapping Valve Assembly, 24" x 16" Sleeve and 16" Gate Valve	EA	1	\$35,000.00	\$35,000.00	1.00	\$35,000.00	
31.0	Fire Hydrant Assembly	EA	34	\$5,300.00	\$180,200.00	34.00	\$180,200.00	
32.0	Hydraulic Seeding, Seeding, Fertilizing, Mulching, Type 1 or 2	LF	7600	\$5.00	\$38,000.00	7,600.00	\$38,000.00	
33.0	Hydraulic Seeding, Seeding, Fertilizing, Mulching, Wetland	LF	790	\$8.00	\$6,320.00	790.00	\$6,320.00	
34.0	Silt Fence or Silt Fence Ditch Check	LF	8390	\$1.89	\$15,102.00	1,057.00	\$1,902.80	
35.0	Silt Fence or Silt Fence Ditch Check, Removal of Sediment	LF	5600	\$0.20	\$1,120.00	5,431.00	\$1,086.20	
36.0	Silt Fence or Silt Fence Ditch Check, Removal of Device	LF	8390	\$0.20	\$1,678.00		\$0.00	
37.0	Filter Socks	LF	2500	\$1.70	\$4,250.00	4,374.00	\$7,435.80	
38.0	Temporary Rolled Erosion Control Mat	SF	4100	\$0.20	\$820.00		\$0.00	
39.0	SWPPP	LS	1	\$4,000.00	\$4,000.00	1.00	\$4,000.00	
40.0	Remove and Replace 6" of PCC Trail	SY	44	\$150.00	\$6,600.00		\$0.00	
41.0	Remove and Replace Granular Surfacing	TON	700	\$40.00	\$28,000.00	700.00	\$28,000.00	
CO 1.1	Remove 30 LF Casing and Lower Bore Pit	LS	1	\$2,646.67	\$2,646.67	1.00	\$2,646.67	
CO 2.1	Hydraulic Mulching	ACRE	6	\$2,035.00	\$11,589.50	5.70	\$11,589.50	
				TOTAL	\$1,454,271.17		\$1,415,615.27	

MATERIALS STORED SUMMARY						
			Description	# of Units	Unit Price	Extended Cost
			Watermain	-	\$1.00	\$0.00
			Fittings/Valves	-	\$1.00	\$0.00
TOTAL						\$0.00

PAY REQUEST SUMMARY			
		Total Approved	Total Completed
Contract Price		\$1,439,465.00	\$1,415,815.27
Approved Change Order 1		\$2,646.67	
Approved Change Order 2		(\$26,296.40)	
Revised Contract Price		\$1,415,815.27	\$1,415,815.27
Materials Stored			\$0.00
Retainage (5%)			\$70,790.76
Total Earned Less Retainage			\$1,345,024.51
Total Previously Approved (list each)	Pay Request 1	\$556,493.61	
	Pay Request 2	\$133,534.05	
	Pay Request 3	\$217,112.03	
	Pay Request 4	\$327,612.84	
	Pay Request 5	\$49,022.56	
	Pay Request 6	\$14,062.21	
	Pay Request 7	\$812.35	
	Pay Request 8	\$45,402.97	
Total Previously Approved			\$1,343,992.62
Amount Due This Request			\$1,031.89
Percent Complete			100%
Percent of Contract Period Utilized			100%

The amount **\$1,031.89** is recommended for approval for payment in accordance with the terms of the Contract

Contractor: J & K Contracting LLC	Recommended By: HR Green, Inc.	Checked By: <i>CK BOM</i> City of West Des Moines
Signature: <i>Jamie Crubangh</i>	Signature: <i>D. McNamee</i>	Signature: <i>[Signature]</i>
Name: <i>Jamie Crubangh</i>	Name: <i>D. McNamee</i>	Name: Duane C. Wittstock, P.E., L.S.
Title: <i>Project Manager</i>	Title: <i>TR</i>	Title: City Engineer
Date: <i>8/10/16</i>	Date: <i>8/11/16</i>	Date:



ALLUVION 1A2 WATER IMPROVEMENTS PROJECT
BOOSTER STATION TO S. 8TH STREET
WEST DES MOINES, IOWA
PROJECT NO. 0510-079-2014



Resolution Accepting Work

WHEREAS, on December 11, 2015, the City Council entered into a contract with J&K Contracting of Ames, Iowa, for the following described public improvement:

**Alluvion 1A2 Water Main Improvements
0510-079-2014**

And,

WHEREAS, said contractor has substantially completed the construction of said improvement in accordance with plans and specifications as shown by the report of the City Engineer filed with the City Clerk on October 3, 2016.

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

Therefore

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA, that said report of the City Engineer is hereby approved and said public improvement is accepted as having been substantially completed in accordance with plans and specifications and the total final construction cost of said improvement is \$1,415,815.27 as shown in said report, and that the Finance Director is hereby authorized to make payment to the Contractor in the amount of \$70,790.76, which includes retainage for the project, no sooner than 30 days subject to the Contractor satisfying all the conditions of the contract.

PASSED AND APPROVED this 3rd day of **October, 2016**.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson
City Clerk

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

DATE: October 3, 2016

ITEM:

Resolution - Accepting Work
Public Safety Station 17 HVAC Improvements
Two Rivers Group, Inc.

FINANCIAL IMPACT:

The total construction cost for the Public Safety Station 17 HVAC Improvements was \$798,698.29 which was paid from budgeted Account No. 500.000.000.5250.490. The original cost of the project was \$787,000.00. There were three (3) Change Orders on the project that totaled \$11,698.29.

BACKGROUND:

Two Rivers Group, Inc. was working under an agreement dated November 30, 2015, for construction services for the Public Safety Station 17 HVAC Improvements.

This action accepts the public improvements and authorizes staff to pay the retainage no sooner than 30 days.

OUTSTANDING ISSUES:

None.

RECOMMENDATION:

City Council Adopt:
- Resolution Accepting Work

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

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)		SUBCOMMITTEE REVIEW (if applicable)			
Published In		Committee	Public Works		
Dates(s) Published		Date Reviewed	September 26, 2016		
		Recommendation	Yes	No	Split

Resolution Accepting Work

WHEREAS, on November 30, 2015, the City Council entered into a contract with Two Rivers Group, Inc. of Altoona, Iowa, for the following described public improvement:

**Public Safety Station 17 HVAC Improvements
0510-072-2014**

And,

WHEREAS, said contractor has substantially completed the construction of said improvement in accordance with plans and specifications as shown by the report of the City Engineer filed with the City Clerk on October 3, 2016.

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

Therefore

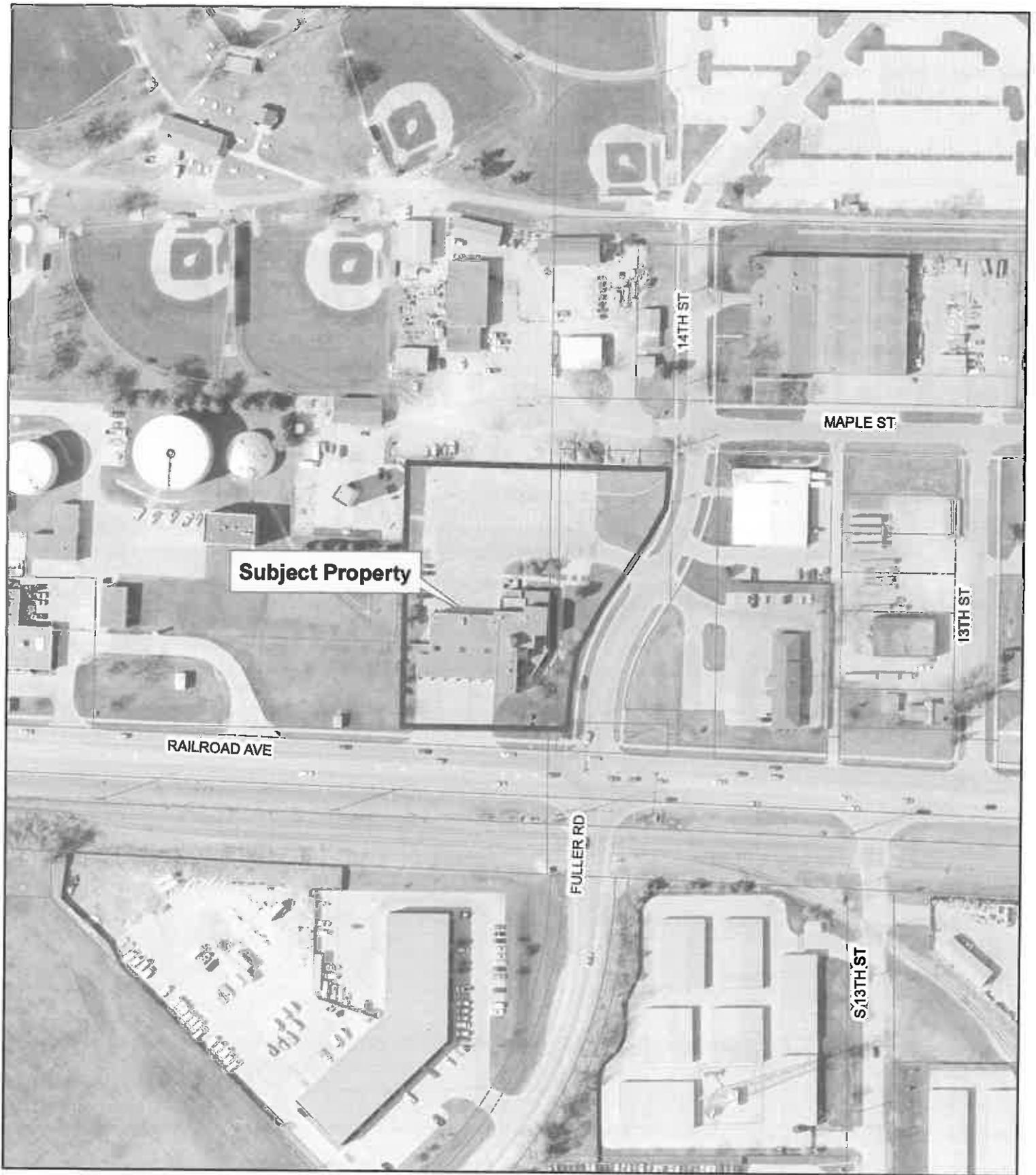
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA, that said report of the City Engineer is hereby approved and said public improvement is accepted as having been substantially completed in accordance with plans and specifications and the total final construction cost of said improvement is \$798,698.29 as shown in said report, and that the Finance Director is hereby authorized to make payment to the Contractor in the amount of \$41,668.04, which includes retainage for the project, no sooner than 30 days subject to the Contractor satisfying all the conditions of the contract.

PASSED AND APPROVED this 3rd day of **October, 2016**.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson
City Clerk



Location Map Fire/EMS Station 17





CITY OF WEST DES MOINES ENGINEERING SERVICES

4200 Mills Civic Parkway, PO Box 65320
 West Des Moines, IA 50265-0320
 (515) 222-3620 Fax (515) 222-0602

PAY RETAINAGE

Contractor: Two Rivers Group, Inc.
 1301 1st Avenue North
 Altoona, IA 50009

Architect: Resource Consulting Engineers, LLC
 3116 South Duff Avenue
 Ames, IA 50010

Project Title	Public Safety Station 17 HVAC Improvements	
WDM Project File Number	0510-072-2014	
Purchase Order Number	3009-09	
Orig. Contract Amount & Date	\$787,000.00	Base Bid 11/30/15
Estimated Completion Date	June 1, 2016	
Pay Period End Date	September 28, 2016	
Pay Request Number	Retainage	
Date	September 27, 2016	

BID ITEMS									
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price	Value Completed From Previous Applications	Quantity or Percent Completed This Period	Value Completed This Period	Value Completed To Date
1	HVAC Replacement (Base Bid)	LS	1	\$787,000.00	\$787,000.00	\$796,873.95	0.23%	\$1,824.34	\$798,698.29
2	Change Order No. 1	LS	1	\$5,489.36	\$5,489.36				
3	Change Order No. 2	LS	1	\$4,384.59	\$4,384.59				
4	Change Order No. 3	LS	1	\$1,824.34	\$1,824.34				
TOTAL					\$798,698.29	\$796,873.95	100.00%	\$1,824.34	\$798,698.29

MATERIALS STORED SUMMARY						
Description	# of Units	Unit Price	Extended Price	Value From Previous Applications	Value Stored To Date	
			\$0.00	\$0.00	\$0.00	
			\$0.00	\$0.00	\$0.00	
			\$0.00	\$0.00	\$0.00	
			\$0.00	\$0.00	\$0.00	
			\$0.00	\$0.00	\$0.00	
			\$0.00	\$0.00	\$0.00	
TOTAL					\$0.00	

PAY REQUEST SUMMARY			
	Total Approved	Total Completed	
Contract Price	\$787,000.00	\$798,698.29	
Approved Change Order 1	\$5,489.36		
Approved Change Order 2	\$4,384.59		
Approved Change Order 3	\$1,824.34		
Revised Contract Price	\$798,698.29	\$798,698.29	
Materials Stored		\$0.00	
Retainage (5%)		\$0.00	
Total Earned Less Retainage		\$798,698.29	
Total Previously Approved (list each)	Pay Request 1	\$12,160.00	
	Pay Request 2	\$215,426.75	
	Pay Request 3	\$234,073.35	
	Pay Request 4	\$173,699.90	
	Pay Request 5	\$117,504.89	
	Pay Request 6	\$4,165.36	
Total Previously Approved		\$757,030.25	
Amount Due This Request		\$41,668.04	
Percent Complete		100.0%	
Percent of Contract Period Utilized		100.0%	

The amount \$41,668.04 is recommended for approval for payment in accordance with the terms of the Contract

Contractor: Two Rivers Group, Inc.	Architect: Resource Consulting Engineers, LLC	Amount Certified: \$41,668.04
The undersigned Contractor certifies that to the best of their knowledge, information and belief, the Work covered by this application for Payment has been completed in accordance with the Contract Documents and that all amounts have been paid by the Contractor for work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.	Based on on-site observations and the data comprising this application, the Engineer certifies to the owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated by the Contractor.	Checked By: City of West Des Moines BM
Signature:	Signature:	Signature:
Name:	Name:	Name: Duane Wittstock, P.E., L.S.
Title:	Title:	Title: City Engineer
Date:	Date:	Date:



AIA Document G702 - 1992

Application and Certificate for Payment

TO OWNER: City of West Des Moines 4200 Mills Civic Parkway Suite 2B West Des Moines, Iowa 50265	PROJECT: Public Safety Station 17 HVAC Improvements Project 1401 Railroad Avenue West Des Moines, IA 50265	APPLICATION NO: FINAL PERIOD TO: 6/30/2016	Distribution to: OWNER: X ENGINEER: X CONTRACTOR: X FIELD: OTHER:
FROM:	VIA ENGINEER: Resource Consulting Engineers, LLC 3116 South Duff Avenue Ames IA 50010	CONTRACT FOR: Public Safety Station 17 HVAC Improvements Project CONTRACT DATE: 11/30/2015 PROJECT NO: 0510-072-2014.	

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM \$ 787,000.00
2. Net change by Change Orders \$ 11,698.29
3. CONTRACT SUM TO DATE \$ 798,698.29
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 798,698.29

5. RETAINAGE:
 - a. % of Completed Work (Column D + E on G703) \$
 - b. % of Stored Material (Column F on G703) \$

6. TOTAL Retainage (Lines 5a + 5b or Total in Column I of G703) \$
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$
8. CURRENT PAYMENT DUE \$ 41,668.04
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 Less Line 6) \$

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 11,698.29	\$
Total approved this Month	\$	\$
TOTALS	\$ 11,698.29	\$
NET CHANGES by Change Order	\$	11,698.29

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.
 AIA Document G703TM - 1992 Copyright © 1963, 1965, 1966, 1967, 1970, 1983 and 1992 by The American Institute of Architects. All rights reserved. Warning: This AIA® Document is protected by U.S. Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute Of Architects counsel, copyright@aia.org

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Crutwick Tare
 By: Crutwick Tare Date: 6-24-16
 State of IA

County of: POLK

Subscribed and sworn to before me this 29th day of June 2016
 Notary Public: Julia J. Jones
 My Commission expires: Feb-18



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract documents, based on on-site observations and the data comprising this application, the Architect certifies to the owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the AMOUNT CERTIFIED.

Amount Certified \$ 41,668.04
 (Attach explanation if amount certified differs from the amount applied. Initial all figures on this application and on the Continuation sheet that are changed to conform with the amount certified.)

ARCHITECT: [Signature]
 By: [Signature] Date: 7/14/2016
 This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract



AIA[®] Document G703 - 1992

Continuation Sheet - Public Safety Station 17 HVAC Improvements Project

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable rationale for line items may apply

APPLICATION NO:

APPLICATION DATE:

PERIOD TO:

OWNERS PROJECT NO:

FINAL

6/30/2016

6/30/2016

0510-072-2014.

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C-G)	I READING (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D+E)	% (G/C)					
1	Mobilization	2,500.00	2,500.00				2,500.00		
2	Bond and Insurance	10,300.00	10,300.00				10,300.00		
02 4119	Minor Demolition	9,637.00	9,637.00				9,637.00		100%
03 3000	Cast In Place Concrete	9,722.00	9,722.00				9,722.00		100%
04 2000	Unit Masonry	8,500.00	8,500.00				8,500.00		100%
07 8413	Roofing and Penetration Fire stopping	2,100.00	2,100.00				2,100.00		100%
09 9000	Painting	9,720.00	9,720.00				9,720.00		100%
09 2116	Gypsum Board	14,530.00	14,530.00				14,530.00		100%
09 2216	Metal Framing - Non Structural	3,500.00	3,500.00				3,500.00		100%
09 5113	Acoustical Ceilings	33,500.00	33,500.00				33,500.00		100%
22 1116	Domestic Water Piping	3,525.00	3,525.00				3,525.00		100%
23 0200	Selective HVAC Demolition	20,118.00	20,118.00				20,118.00		100%
23 0713	Duct Insulation	19,470.00	19,470.00				19,470.00		100%
23 0716	HVAC Equipment Insulation	3,235.00	3,235.00				3,235.00		100%
23 0719	HVAC Piping Insulation	22,941.00	22,941.00				22,941.00		100%
23 0900	Controls	120,470.00	120,470.00				120,470.00		100%
23 1123	Boiler Flues and Gas Piping	8,500.00	8,500.00				8,500.00		100%
23 2113	Hydronic Piping & Specialties	99,336.00	99,336.00				99,336.00		100%
23 2123	Hydronic Pumps and Accessories	20,804.00	20,804.00				20,804.00		100%
23 2300	Refrigerant Piping	5,341.00	5,341.00				5,341.00		100%
23 3113	Metal Ducts and Accessories	111,305.00	111,305.00				111,305.00		100%
23 3300	Air Duct Accessories	12,350.00	12,350.00				12,350.00		100%
23 3423	HVAC Power Ventilators	554.00	554.00				554.00		100%
23 3713	Registers, Grilles & Diffusers	5,252.00	5,252.00				5,252.00		100%

23 5216	Condensing Finned Water-Tube Boilers	38,310.00	38,310.00	38,310.00	38,310.00	100%
23 6423	Scroll Water Chiller and Remote Evaporator	51,740.00	51,740.00	51,740.00	51,740.00	100%
23 7313	Modular Indoor Central Station AHU	28,300.00	28,300.00	28,300.00	28,300.00	100%
23 7413	Packaged Outdoor Central Station AHU	7,200.00	7,200.00	7,200.00	7,200.00	100%
23 8216.11	Hydronic Coils	3,780.00	3,780.00	3,780.00	3,780.00	100%
23 8219	Fan Coil Units	21,144.00	21,144.00	21,144.00	21,144.00	100%
23 8236	Finned-Tube Radiant Heaters	8,382.00	8,382.00	8,382.00	8,382.00	100%
23 8239	Cabinet Unit Heaters and Propeller Unit Heaters	6,434.00	6,434.00	6,434.00	6,434.00	100%
26 0000	Electrical	51,000.00	51,000.00	51,000.00	51,000.00	100%
26 2416	Lighting and Appliance Panel Boards	3,100.00	3,100.00	3,100.00	3,100.00	100%
26 2816	Enclosed Switches	6,300.00	6,300.00	6,300.00	6,300.00	100%
27 0000	Fire Alarm	4,100.00	4,100.00	4,100.00	4,100.00	100%
CO#1	Modifications to walls for ductwork and piping	5,489.36	5,489.36	5,489.36	5,489.36	100%
CO#2	Screenwall Louvers	4,384.59	4,384.59	4,384.59	4,384.59	100%
CO#3	Rated Wall in Corridor	1,824.34	1,824.34	1,824.34	1,824.34	100%
		798,698.29	798,698.29	798,698.29	798,698.29	100%

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

AIA Document G703TM - 1992 Copyright © 1963, 1965, 1966, 1967, 1970, 1983 and 1992 by The American Institute of Architects. All rights reserved. Warning: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute Of Architects' legal counsel, copyright@aia.org

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

4(I)

ITEM:

DATE: October 3, 2016

Resolution - Approving Professional Services Agreement
Public Safety Station 18 HVAC Improvements – Commissioning
System Works, LLC

FINANCIAL IMPACT:

The cost of the Professional Services Agreement associated with the commissioning and testing/balancing of the HVAC system for Public Safety Station 18 (5025 Grand Avenue) is anticipated not to exceed \$25,740.00 for Basic Services and \$11,250.00 for Resident Consultant Services. 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 System Works, LLC to perform commissioning services and testing/balancing in conjunction with the design and construction activities for replacement and upgrades to the HVAC systems for Public Safety Station 18. HVAC commissioning is a quality-focused process that involves the verification that all systems achieve the owner’s project requirements as intended by the building owner and as designed by the engineer.

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

OUTSTANDING ISSUES: None.

RECOMMENDATION:

City Council Adopt:
- Resolution Approving Professional Services Agreement.

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

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Works		
Date Reviewed	September 26, 2016		
Recommendation	Yes	No	Split

Resolution Approving Professional Services Agreement

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

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

and,

WHEREAS, to verify that all of the HVAC systems achieve the owner’s project requirements as intended by the building owner and as designed by the engineer for the public improvement, an independent commissioning and testing agent is required; and,

WHEREAS, the Engineering Services Department staff have recommended that the commissioning and testing/balancing services be provided by System Works, LLC; and,

WHEREAS, the Engineering Services Department has obtained a written proposal from System Works, LLC, to perform the work requested for Public Safety Station 18, which estimates the following cost to the City of West Des Moines;

Basic Services of the Consultant	\$25,740.00
Resident Services of the Consultant	<u>\$11,250.00</u>
TOTAL	<u>\$36,990.00</u>

Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA, that System Works, LLC is hereby directed to perform the work for the above named public improvement project.

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

PASSED AND APPROVED this 3rd day of **October, 2016**.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This Agreement is made and entered into this _____ day of _____, 2016, by and between the CITY OF WEST DES MOINES, a municipal corporation, hereinafter referred to as "City", and SystemWorks LLC, (Fed. I.D. #86-1070223), 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 for Public Safety Station 18 HVAC Improvements – Commissioning (Project No. 0510-057-2015) shall be as further described in Attachment 1, Scope of Services.

2. SCHEDULE

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

3. COMPENSATION

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

I. Basic Services of the Consultant	\$25,740.00
II. Resident Consultant Services	\$11,250.00

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.
- 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: System Works LLC
Attn: Garry Caldbeck, Principal
Address: 409 Fifth Street
City, State: West Des Moines, IA 50265

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

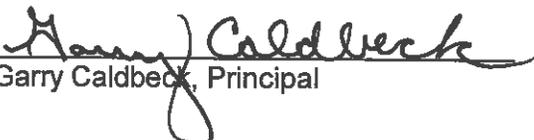
Each party hereby agrees to execute and deliver such additional instruments and documents and to take all such other action as the other party may reasonably request from time to time in order to effect the provisions and purposes of this Agreement.

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: 
Garry Caldbeck, Principal

CITY OF WEST DES MOINES

BY: _____
Ryan T. Jacobson, City Clerk

ATTACHMENT 1

SCOPE OF SERVICES – PUBLIC SAFETY STATION 18 HVAC System Commissioning & Test and Balance

SYSTEMS TO BE COMMISSIONED

HVAC Systems / Controls

- HVAC Systems
 - Roof Top Units RTU-1 and RTU-2
 - Supply Air Terminals / With Hot Water Reheat
 - Exhaust Air Terminals
 - Boilers and Pumps
 - Hot Water Cabinet Unit Heaters & Unit Heaters
 - Hot Water Radiant Panels
 - Dehumidification Unit DUH-1

- Verification of BAS Control System Features (Graphics, Trending, Alarming, Operations, etc.)

Systems not included in SystemWorks Scope at this time.

- Lighting & Daylighting Controls
- Electrical Systems
- Fire Alarm and Fire / Smoke Dampers
- Duct Leakage Testing

COMMISSIONING CLARIFICATIONS

- SystemWorks will require assistance from the control contractor's technician testing sequences as needed.
- SystemWorks has not included time for other trades (mechanical, controls, etc.)
- Time has not been included for re-testing and confirmation of corrective action items.
- Design responsibility remains with the engineer of record.

DESIGN PHASE SCOPE

- SystemWorks will conduct and document the following commissioning design reviews:
 - Construction Document Review (95% CDs)
 - Back-Check Design Review (95% CDs)

These reviews will reference alignment with the owner's requirements, review the proposed systems design for function and completeness, and verify training requirements are included. SystemWorks will document and provide concerns, issues and suggestions to the design team and owner, and meet with the team as required. We ask that the design team respond to each review comment.

- Prepare and provide commissioning specifications to A/E for inclusion in the construction documents.

CONSTRUCTION PHASE SCOPE

- Develop Pre-Functional “Construction Checklist” forms. These forms will be submitted to the GC/CM, completed by the appropriate installing contractor and reviewed by SystemWorks. These checklists will serve as an equipment checkoff to signify the beginning of commissioning.
- Lead and document a Commissioning Kickoff Meeting with the contractors.
 - Review the Commissioning Requirements
 - Distribute Construction Checklists
- SystemWorks will review and provide written comments to the owner and A/E on the contractor submittals relative to systems being commissioned.
- Develop Functional Performance Testing Check Off Forms - SystemWorks will generate test procedures as required to verify functional performance and correct sequence of operation of the commissioned systems.
- Site Visits - SystemWorks will visit the site two (2) times during construction prior to function testing to review and observe the mechanical systems installation.
 - Emphasis will be placed on mechanical system installation details to identify potential issues during construction before installation is complete, systems are covered or filled.
 - SystemWorks will witness System Flushing or Equipment Start-Ups at discretion during site visits.
 - Site visits will be documented with a report sent to the owner, design and construction teams.

FIELD TESTING PHASE SCOPE

SystemWorks will verify that the building’s energy related systems are installed, calibrated and perform according to the owner’s requirements, control sequences and construction documents (CDs).

- Perform functional testing. SystemWorks will:
 - Coordinate testing with the associated contractors once start-up and TAB is complete
 - Review system installation compared with plans and approved drawings
 - Step through the controls programming to verify sequences of operation
 - Simulate alarm and failure conditions
 - Sample verification of sensor calibration and point to point mapping
 - Utilize our own NIST certified test equipment as needed during testing
- Test and Balance - Field review and verify a sampling of the TAB report data.
- Generate and utilize an Issue Log (Deficiency Report and Resolution Record) to track deficiencies and verify corrections are accomplished. This document will be continually updated.

ACCEPTANCE PHASE SCOPE

- Final Commissioning Report:
 - Executive Summary with the list of participants and roles, project description, overview of commissioning scope and a description of the testing and verification methods.
 - Recommendations for any improvements to equipment or operations.
 - Functional performance status including observations or conclusions from testing of the equipment.
 - Completed functional testing forms.
 - Completed Issue Log
 - One electronic copy will be provided to the owner

TEST AND BALANCE SERVICES

SYSTEMS TO BE BALANCED

- HVAC Systems and Equipment
 - Roof Top Units RTU-1 and RTU-2
 - Supply Air Terminals / With Hot Water Reheat
 - Exhaust Air Terminals
 - Boilers and Pumps
 - Hot Water Cabinet Unit Heaters & Unit Heaters
 - Hot Water Radiant Panels
 - Dehumidification Unit DUH-1

TESTING AND BALANCING SCOPE

SystemWorks' TAB Team will perform the test and balance services as required on the HVAC equipment. SystemWorks will provide a certified testing and balancing report upon completion as required by the project specification. This fee does not include the cost of repairing equipment, providing or installing balancing dampers, electrical or control work, sheaves/sheave changes, high lifts, bonds, and off normal working hours. All equipment is kept calibrated and is NIST traceable.

Our group of Certified TABB technicians and supervisors will set up 100% of the mechanical equipment. This includes setup of both air and water system requirements. SystemWorks will provide a TABB Certified balancing report upon completion. All equipment is calibrated and NIST traceable. Our team is very particular about flushing out any performance or operational concerns. We identify any shortcomings for the Commissioning Team to review with the Design Team for resolution.

- Providing both services ensures the IECC 2012 requirements are met, and that an independent third-party has touched 100% of the equipment. SystemWorks' TAB team is trained to not only proportion the systems for proper balance but to also take the extra step and verify function, labeling and sensor locations. Any discrepancies found are provided to the commissioning team leader for review, identification and resolution tracking.

ATTACHMENT 2

PROJECT SCHEDULE

System Works will incorporate our commissioning services within the master schedule as determined by the Engineer and Contractor.

ATTACHMENT 3

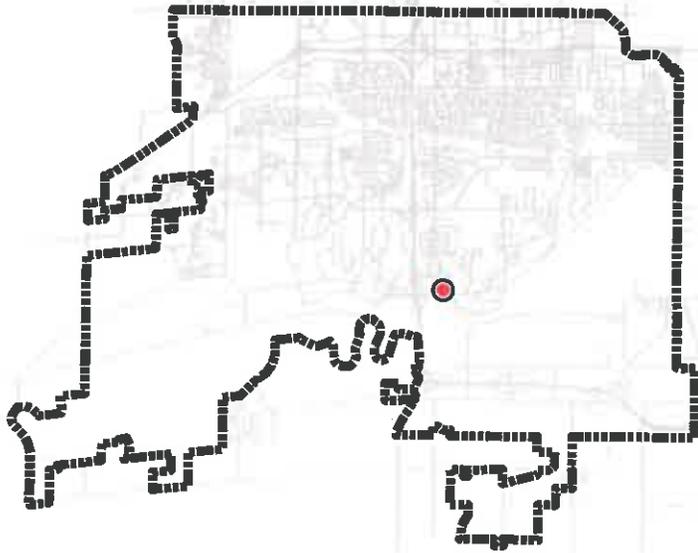
SCHEDULE OF FEES

Services of Consultant:

System Works will provide labor at an hourly rate of \$125 per person for the scope of services set forth in Attachment 1.



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**

ITEM:

DATE: October 3, 2016

Resolution - Approving Railroad Bridge Construction Agreement
Sugar Creek Conveyance Improvements Phase 1A
Iowa Interstate Railroad Bridge Replacement over Sugar Creek
Iowa Interstate Railroad, Ltd.

FINANCIAL IMPACT:

The cost of the improvements associated with the expansion of the railroad bridge is estimated to be \$489,192.00. The finished work will be billed at the actual cost for materials and labor and could vary from the estimate. All costs for these services can be paid from budgeted account no. 660.000.000.5250.490 with the ultimate funding intended to come from tax increment financing revenues.

BACKGROUND:

In 2014 the City contracted with HDR to conduct a flood study of Sugar Creek to determine estimated elevations and recommendations for improving the drainage of Sugar Creek. The study recommended several improvements to Sugar Creek in order to increase conveyance and improve flooding conditions including widening the conveyance area and lengthening the railroad bridge and the Sugar Creek bridge. The Iowa Interstate Railroad indicated they planned to replace the existing railroad bridge over Sugar Creek as part of their routine replacement program. Staff has worked with the Railroad to include lengthening of the railroad bridge in the replacement project. The existing bridge is 114 feet in length and will be replaced at 204 feet. The City's share is approximately 43.6%. The Iowa Interstate Railroad has prepared the attached Bridge Construction Agreement stipulating the Railroad will construct the bridge with the City participating in the additional cost of the bridge extension. The total estimated cost of the bridge replacement is \$1,122,000.00. The City's pro rata share is \$490,000.

OUTSTANDING ISSUES:

None

RECOMMENDATION:

City Council Adopt:

- Resolution Approving Bridge Construction Agreement.

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

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Works		
Date Reviewed	September 26, 2016		
Recommendation	Yes	No	Split

Resolution Approving Railroad Bridge Construction Agreement

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

**Sugar Creek Conveyance Improvements Phase 1A
Iowa Interstate Railroad Bridge over Sugar Creek
Project No. 0510-065-2015**

and,

WHEREAS, the Iowa Interstate Railroad, Ltd. has determined that it will replace the existing bridge over Sugar Creek; and,

WHEREAS, the City of West Des Moines has conducted studies and analysis indicating a need for conveyance improvements along Sugar Creek to reduce flood potential; and,

WHEREAS, the City of West Des Moines has requested the Iowa Interstate Railroad, Ltd. increase the size of the replacement bridge over Sugar Creek to facilitate the conveyance improvements; and,

WHEREAS, the Engineering Services Department has obtained a written agreement from the Iowa Interstate Railroad, Ltd to do the work requested which estimates the following cost to the City of West Des Moines;

Railroad Crossing Upgrade	\$489,192.00
----------------------------------	---------------------

therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA, that Iowa Interstate Railroad, Ltd. is hereby requested to perform the bridge expansion required for the above named public project.

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

PASSED AND APPROVED this 3rd day of October, 2016.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

BRIDGE CONSTRUCTION AGREEMENT

This Bridge Construction Agreement (“Agreement”) is made and entered into this ____ day of September, 2016, (“Effective Date”) by and between **IOWA INTERSTATE RAILROAD, LTD.**, (RAILROAD) of 5900 6th Street SW, Cedar Rapids, Iowa, 52404 and **CITY OF WEST DES MOINES, IOWA**, (CITY), 4200 Mills Civic Parkway, West Des Moines, Iowa 50265.

WHEREAS, Iowa Interstate Railroad, Ltd. owns and operates on and over a railroad bridge located at railroad Milepost 369.7 (369.7 Bridge), said bridge which crosses Sugar Creek in West Des Moines, Iowa;

WHEREAS, RAILROAD has determined that it will replace its existing 369.7 Bridge with a new structure;

WHEREAS, the 369.7 Bridge is adjacent and parallel to Raccoon River Drive in West Des Moines, Iowa.

WHEREAS, CITY owns and operates Raccoon River Drive, a public road which crosses Sugar Creek via a bridge (Sugar Creek Bridge);

WHEREAS, CITY wishes to replace its existing Sugar Creek Bridge with a larger structure;

WHEREAS, CITY has requested RAILROAD increase the size of the replacement 369.7 Bridge in order to facilitate CITY’s plans to replace the Sugar Creek Bridge;

WHEREAS, RAILROAD is amenable to CITY’s request and the parties have negotiated this Agreement to provide for the construction of the 369.7 Bridge in such a manner to accommodate the CITY’s plans for the Sugar Creek Bridge.

NOW, THEREFORE, THE CITY AND RAILROAD DO HEREBY AGREE AS FOLLOWS:

SECTION 1. Bridge Construction to be Performed by Railroad.

The RAILROAD’s Consultant has prepared plans and specifications relative to the construction of the 369.7 Bridge, attached hereto as Exhibit A and incorporated herein by this reference (“Project”). RAILROAD agrees to construct the Project with its own forces, contractors, or a combination thereof.

SECTION 2: Reimbursement for Project.

RAILROAD’s existing 369.7 Bridge is 114-ft in length. Pursuant to the CITY’s request, the replacement 369.7 Bridge shall be 204-ft in length. CITY agrees to reimburse RAILROAD for those costs associated with this additional construction in an amount totaling Forty Three and

Six-Tenths percent (43.6%) of RAILROAD's Project costs incurred. Project costs include any reasonable costs incurred by the RAILROAD to facilitate design and construction of the 369.7 Bridge including engineering, materials, contract labor, RAILROAD labor, and other items reasonably related to the Project.

Upon completion of the Project, RAILROAD will submit to CITY documents confirming the actual cost of the Project, including either copies of requests for payment and amounts paid to contractor(s) or invoices of RAILROAD's costs, as applicable; CITY to provide reimbursement to RAILROAD within thirty days of RAILROAD's submission.

SECTION 3. Cost Estimate for Bridge Construction.

The estimated cost for the proposed 369.7 Bridge is \$1,122,000.

WHEREFORE, the parties have executed this Agreement as of the date written above.

IOWA INTERSTATE RAILROAD, LTD.

CITY OF WEST DES MOINES, IOWA

By: _____

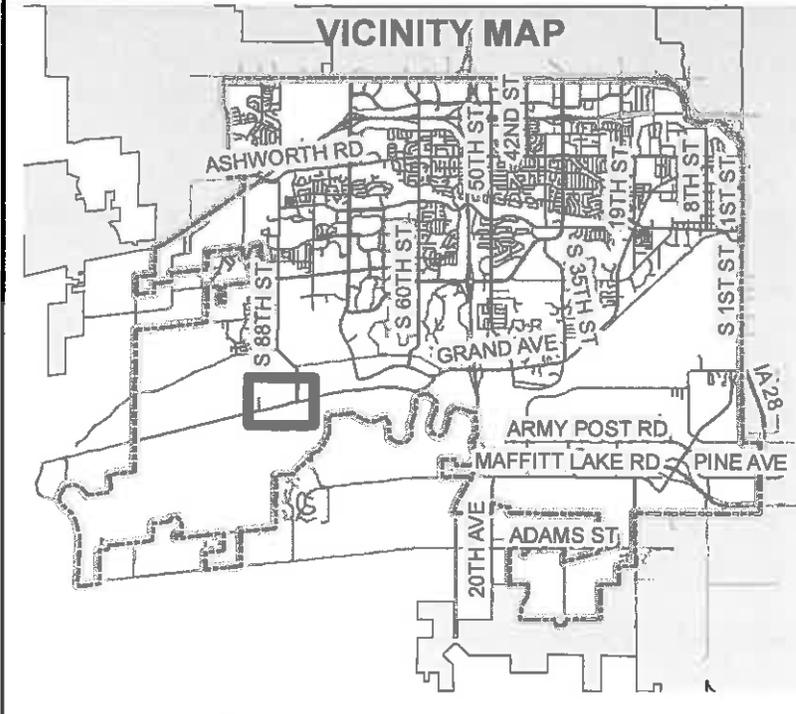
By: _____

Attest: _____

Attest: _____

Date: _____

Date: _____



LEGEND

PROJECT LOCATION 



	PROJECT:	Sugar Creek Conveyance Improvements Phase 1A		
	LOCATION:	Iowa Interstate Railroad Bridge Replacement		
DRAWN BY: BJM	DATE: 9/27/2016	PROJECT: 0510-065-2015	SHT. 1 of 1	

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

Date: October 3, 2016

ITEM: Approval of Development Services Record Retention Schedule for Planning and Development Review Files

RESOLUTION: Approval of Retention Schedule

FINANCIAL IMPACT: None

BACKGROUND: A Process Action Team (PAT) developed a city-wide policy incorporating Code of Iowa retention of official documents provisions and established guidelines for the retention of supplemental records and documents. At that time, a retention schedule was created for Development Review files. On January 20, 2003, the City Council approved the Record Retention Schedule for Development Review Files. Since the schedule focused on development review files and those records required by the State to be retained, there are a number of types of documents that were not included in the schedule, but should be retained for historical purposes, legal value, or purged because their value to the City is exhausted by time.

Staff now has digital options for storing documents that weren't available in 2003, namely Sharepoint, which staff will be developing electronic storage areas for documents and records. Also, physical space in the City Hall building for storage of documents is reaching capacity and the paper files need to be purged and controlled. This schedule is the first step in that effort.

RECOMMENDATION: Staff recommends the City Council approve the Record Retention Schedule for Planning and Development Review Files

Lead Staff Member: Kara Tragesser, AICP *KAT*

Staff Reviews:

Department Director	<i>JK</i>
Appropriations/Finance	<i>JK</i>
Legal	<i>JK</i>
Agenda Acceptance	<i>JK</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 - City Council Resolution
- Exhibit A - Retention Schedule

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 A RETENTION SCHEDULE FOR PLANNING AND DEVELOPMENT REVIEW FILES AND RECORDS

WHEREAS, Section 372.13(5) of the Code of Iowa established retention requirements for official City records and documents and provides for the City to establish retention of other City records and documents;

WHEREAS, On January 20, 2003, the City approved a Record Retention Policy;

WHEREAS, the Development Services Department has prepare a Record Retention Schedule for Planning and Development Review files and records which adheres to the adopted policy;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WEST DES MOINES DOES RESOLVE AS FOLLOWS:

SECTION 1. The Record Retention Schedule for Planning and Development Review Files and Records is consistent with the City of West Des Moines Record Retention Policy.

SECTION 2. The Record Retention Schedule for Planning and Development Review Files and Record, as attached as Exhibit A is approved.

PASSED AND ADOPTED on October 3, 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 October 3, 2016 by the following vote:

AYES:
NAYS:
ABSTENTIONS:
ABSENT:

ATTEST:

Ryan Jacobson, City Clerk

**Development Services - Planning
Record Retention Schedule
October 2016**
P = Permanent

Record Title	Retention of Hard Copy	Retention of Electronic Copy	Reason for Retention
Time Sheets	5 years		Fiscal value ends
Leave Summary	5 years		Fiscal value ends
Agendas	P	P	Legal
Agenda Index	P	P	Legal
Affidavits of publication	5 years.	5 years	Legal Value Ends
Notice Lists	5 years	5 years	Legal Value Ends
Minutes	P	P	Legal
Minute Tapes	5 years.	N	Legal value ends
Electronic Audio Files	N/A	5 years	Legal value ends
Resolutions	P	P	Legal
Resolution Index	P	P	Legal
Staff Reports	P	P	Legal
Development and Planning Subcommittee Agenda	5 years	5 years	Legal and historical value ends
Development and Planning Subcommittee wave files	N	5 years	Legal and historical value ends
Development and Planning Subcommittee Minutes	5 years	10 years	Legal and historical value ends
Development and Planning Subcommittee exhibits	N	5 years	Historical value ends
Applications	10 years	10 years	Legal and historical value ends
Distribution Memos	10 years	10 years	Legal and historical value ends
Reviewer Comments	10 years	10 years	Legal and historical value ends
Comment Letters	10 years	10 years	Legal and historical value ends
Misc Correspondence	10 years	10 years	Legal and historical value ends
Architectural Elevations - Final	10 years	10 years	Legal and historical value ends
Pre-App Agenda	N	1 year	Historical value ends
Pre-Application Wave Files	N	5 years	Historical value ends
Pre-Application Application	5 years	5 years	Historical value ends
Pre-Application Comment Letter	5 years	5 years	Historical value ends
Pre-Application Reviewer Comments	N	N	Administrative value ends
Preliminary Plat	P	P (high resolution .pdf)	Legal
Plat of Survey	P	P (high resolution .pdf)	Legal
Site Plan (PC and SP and OSP)	P	P (high resolution .pdf)	Legal
Minor Modifications drawings	P	P (high resolution .pdf)	Legal
Area Development Plan	P	P (high resolution .pdf)	Legal
Grading Plan	10 years	10 years (high resolution .pdf)	Administrative value ends
Concept Plans	5 years	5 years	Administrative value ends
Major Modifications drawings	P	P (high resolution .pdf)	Legal
Master Plan	10 years	P (high resolution .pdf)	Legal
Permitted Conditional Use Site Plan Drawings (Incl Cell tower)	P	P (high resolution .pdf)	Legal
Zoning Map and Amendments	P	P (high resolution .pdf)	Legal
Comprehensive Plan Land Use Map and Amendments	P	P (high resolution .pdf)	Legal

Record Title	Retention of Hard Copy	Retention of Electronic Copy	Reason for Retention
Administrative Hearing Agenda	5 years	P	Legal
Administrative Hearing Minutes Audio	N	5 years	Legal Value Ends
Administrative Hearing Notice	N	5 years	Legal Value Ends
Administrative Hearing Minutes Paper	5 years	P	Legal
Administrative Hearing Staff Report	5 years	P	Legal
Administrative Hearing Resolution	5 years	P	Legal
Sign Permit	1 year	10 years	Administrative value ends
Zoning Compliance Letter	1 year	P	Historical value ends
Temporary Use Long Term	1 year	3 years	Administrative value ends
Temporary Use Short Term	1 year	3 years	Administrative value ends

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

Date: October 3, 2016

ITEM: Whisper Rock at Quail Cove, north of Cherrywood Drive, east of I-35, and west of S. 50th Place – Subdivide property into 18 lots for single family development, one outlot for dedication to the City for parkland, three outlots for common space, and one outlot for storm water detention – Prairie Building and Development LLC – PP-002702-2015

RESOLUTION: Approval of Extension of Entitlement

FINANCIAL IMPACT: Undetermined.

BACKGROUND: The applicant, Prairie Building and Development, is requesting an extension of entitlement for a preliminary plat of property north of Cherrywood Drive, east of I-35, and west of S. 50th Place to subdivide the property into 18 lots for single family development, one outlot for dedication to the City for parkland, three outlots for common space, and one outlot for storm water detention. The preliminary plat was approved by the City Council on October 5, 2015. The property owner wishes to extend the entitlement while the property ownership is in transition and the final plat is being prepared.

OUTSTANDING ISSUES: There are no outstanding issues.

FINDINGS: This request has been review 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 Whisper Rock at Quail Cove preliminary plat to October 5, 2017, subject to the applicant meeting all City Code requirements.

Lead Staff Member: Kara Tragesser, AICP



Staff Reviews:

Department Director	LS
Appropriations/Finance	JJ
Legal	
Agenda Acceptance	MA

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 - Extension Request Letter from Applicant
- Exhibit III - Preliminary Plat
- Exhibit IV - City Council Resolution
- Exhibit A - Conditions of Approval

Whisper Rock at Quail Cove

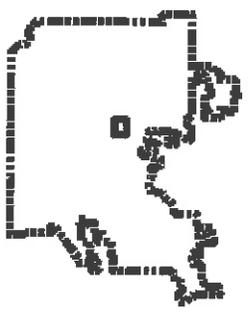


West Des Moines, Iowa

Legend



Parcels



1:3,941



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

NAD_1983_StatePlane_Iowa_South_FIPS_1402_Feet
© City of West Des Moines, Iowa

Tragesser, Kara

From: Brad Cooper <bcooper@cooper-crawford.com>
Sent: Tuesday, September 20, 2016 1:53 PM
To: Tragesser, Kara
Cc: Chris Thompson
Subject: RE: Whisper Rock at Quail Cove preliminary plat: Expires October 5, 2016

Hi Kara,

I know they are trying to sell it and use it as was platted, so please extend the PP.

Tx,

Bradley R. Cooper, P.E.

COOPER CRAWFORD & ASSOCIATES, LLC

475 South 50th Street, Ste. 800

West Des Moines, Iowa 50265

515-224-1344

515-224-1345 Fax

Upon Acceptance of any electronic media generated and provided by Cooper Crawford & Associates L.L.C. the recipient covenants and agrees that all such data are instruments of service and belong to Cooper Crawford & Associates L.L.C. These files are transmitted without warranty as to their accuracy or suitability for the purpose to which the recipient intends to use them, and are provided only as a convenience to the recipient. Only the signed hard copy shall be used for construction. The recipient agrees to waive all claims against Cooper Crawford & Associates L.L.C. resulting in any way from the use of this electronic media. In addition, the recipient agrees, to the fullest extent permitted by law, to indemnify and hold Cooper Crawford & Associates L.L.C. harmless from any damage, liability or cost, including attorney's fees and cost of defense, arising from the use of this electronic data. The electronic data provided are solely for the use for the recipient. Any unauthorized dissemination of this electronic data will be prosecuted to the fullest extent of the law.

From: Tragesser, Kara [mailto:Kara.Tragesser@wdm.iowa.gov]
Sent: Tuesday, September 20, 2016 1:42 PM
To: Brad Cooper; dvdbrght2@aol.com
Subject: Whisper Rock at Quail Cove preliminary plat: Expires October 5, 2016

Hello,

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 WHISPER RIDGE AT QUAIL COVE LOCATED NORTH OF CHERRYWOOD DRIVE, EAST OF I-35, AND WEST OF S. 50TH PLACE TO SUBDIVIDE THE PROPERTY INTO 18 LOTS FOR SINGLE FAMILY DEVELOPMENT, ONE OUTLOT FOR DEDICATION TO THE CITY FOR PARKLAND, THREE OUTLOTS FOR COMMON SPACE, AND ONE OUTLOT FOR STORM WATER DETENTION

WHEREAS, pursuant to the provisions of Title 9, Chapter 1 et seq, of the West Des Moines Municipal Code, the applicant, Prairie Building and Development, has requested an extension of entitlement for the approved Preliminary Plat Whisper Rock at Quail Cove:

Legal Description of Property

LOT 30, QUAIL COVE PLAT 1, AN OFFICIAL PLAT NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA.

WHEREAS, studies and investigations were made, and staff reports and recommendations were submitted which is made a part of this record and herein incorporated by reference;

WHEREAS, on, October 3, 2016, this City Council held a duly-noticed meeting to consider the request for an extension of entitlement for the approved Whisper Rock at Quail Cove Preliminary Plat to a date of October 5, 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 October 3, 2016, or as amended orally at the City Council meeting of October 3, 2016, are adopted.

SECTION 2. EXTENSION OF ENTITLEMENT for Whisper Rock at Quail Cove preliminary plat is approved, subject to compliance with all the conditions in the staff report, dated October 3, 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 October 3, 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 October 3, 2016 by the following vote:

AYES:
NAYS:
ABSTENTIONS:
ABSENT:

ATTEST: _____
Ryan Jacobson
City Clerk

EXHIBIT A

None

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

ITEM: Approval of Agreement between the Cities of Norwalk and - **DATE:** October 3, 2016
West Des Moines Concerning the Alluvion Urban Renewal Area

Resolution - Approving the joint agreement between the Cities of Norwalk and West Des Moines

FINANCIAL IMPACT: The City will be able to utilize Tax Increment Funds from the Alluvion Tax Increment Taxing District to pay for improvements associated with the construction of infrastructure, the construction of Veteran’s Parkway and water lines, for the Microsoft Osmium Project. Absent the agreement the City would have to pay for those improvements out of other sources.

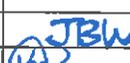
BACKGROUND: With the announcement of the Microsoft Osmium Project, the City has started the process to construct all of the necessary public infrastructure associated with that project. It is the City’s intent to utilize tax increment financing to fund those public improvements within the Alluvion Urban Renewal Area utilizing funding from the Alluvion TIF District. Because the infrastructure that is to be constructed is not totally within the corporate limits of the City of West Des Moines, State Code Section 403.17(4) requires the City to get the consent of the appropriate jurisdiction to include property within their governance to be included within our Urban Renewal Area. The City of Norwalk has granted that consent for the inclusion of some of their jurisdiction into the Alluvion Urban Renewal Area. In addition to the approval of the consent resolution, the City of Norwalk also requested approval of an agreement that basically confirmed the resolution that they passed, (see Exhibit II).

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

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

Lead Staff Member: Clyde E. Evans, AICP, Community and Economic Development

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

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

SUBCOMMITTEE REVIEW (if applicable)

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

Attachments: Exhibit I Resolution
Exhibit II Agreement
Exhibit III Map of territory to be included in the Alluvion URA

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

RESOLUTION APPROVING AN AGREEMENT WITH THE CITY OF NORWALK FOR THE INCLUSION OF PROPERTY LOCATED IN THE CITY OF NORWALK IN A PROPOSED AMENDMENT OF THE ALLUVION URBAN RENEWAL AREA BEING CREATED BY THE CITY OF WEST DES MOINES

WHEREAS, the City of West Des Moines, Iowa, ("West Des Moines") is proposing to adopt an Amendment Number 2 to the Alluvion Urban Renewal Plan ("the Plan") for the Alluvion Urban Renewal Area (the "Urban Renewal Area"), pursuant to Chapter 403 of the Code of Iowa (the "Urban Renewal Law"), in order to undertake activities authorized by the Urban Renewal Law; and

WHEREAS, the amendment to the Plan is expected to authorize certain infrastructure improvements as urban renewal projects, some of which projects are expected to be constructed in the City of Norwalk; and

WHEREAS, it is expected that the cost of constructing the infrastructure improvements will be funded from incremental tax revenue generated by the Microsoft Corporation regional data center located within the Alluvion Urban Renewal Area, which revenues are expected to be collected by the County, and provided to West Des Moines under the Urban Renewal Law; and

WHEREAS, in order to allow incremental tax revenues to be used to fund the infrastructure improvements on property within the City of Norwalk (see attached map), such property must be added to and included in the West Des Moines Alluvion Urban Renewal Area by the proposed amendment to the Plan; and

WHEREAS, the property in question is within the corporate limits of the City of Norwalk, and the City of West Des Moines will not adopt a TIF Ordinance covering land within the City of Norwalk that is within the Urban Renewal Area; and

WHEREAS, Section 403.17(4) of the Code of Iowa provides that no property may be included in a City's urban renewal area that lies in a neighboring city "unless a resolution has been

adopted by the governing body of the [neighboring] City declaring a need to be included in the area."

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of West Des Moines, Iowa, as follows:

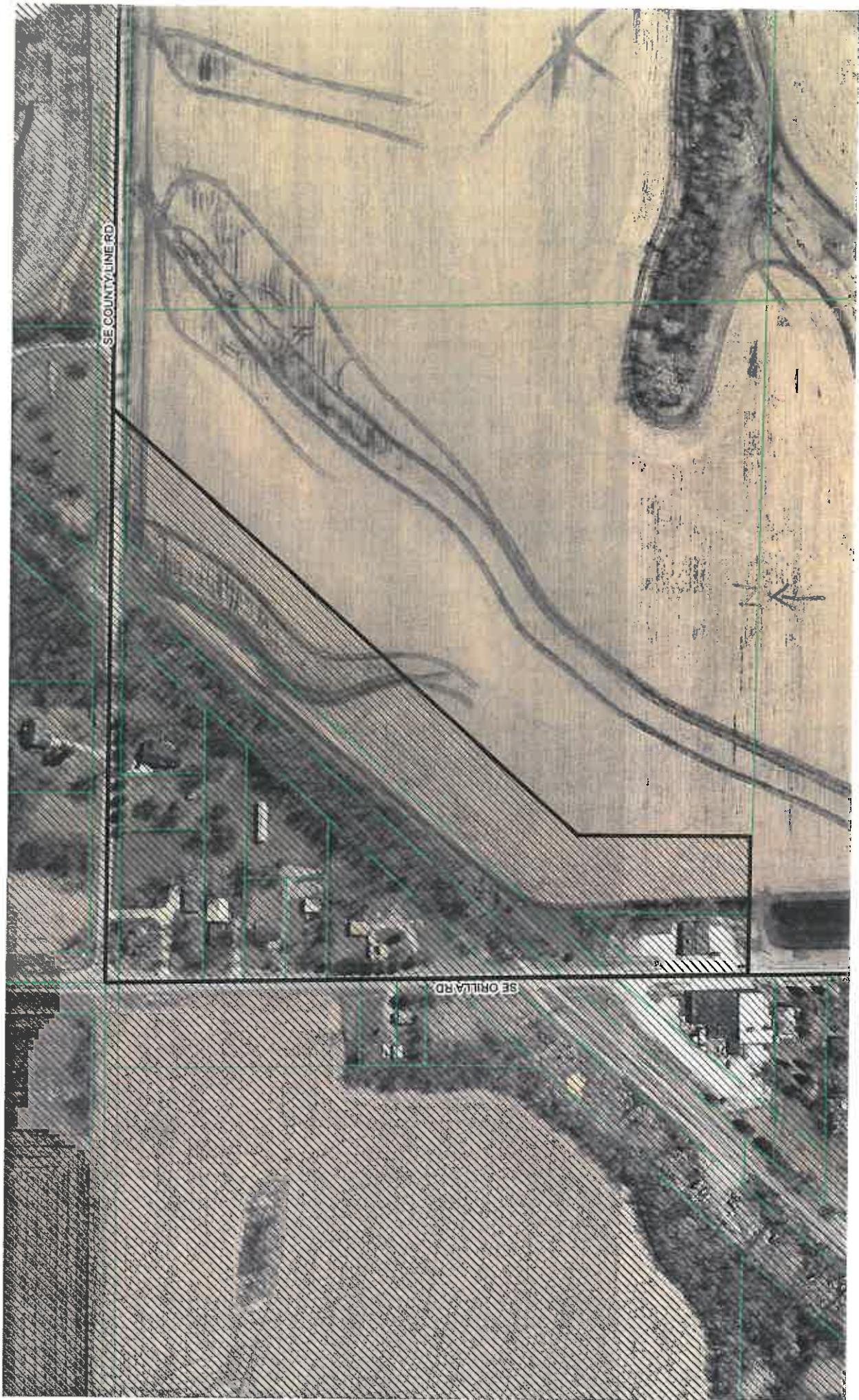
1. The City of West Des Moines declares a need to have certain property within the City of Norwalk included in the amendment area of the West Des Moines Alluvion Urban Renewal Area as depicted in the proposed amendment to the Alluvion Urban Renewal Plan.
2. The City of Norwalk has further authorizes the governing body of the City of West Des Moines to pass any resolution necessary to designate the property as part of the amendment to the Alluvion Urban Renewal Area under Chapter 403 of the Code of Iowa, and to proceed with activities authorized under said Chapter.
3. This resolution is contingent on the City of West Des Moines not adopting an ordinance pursuant to Iowa Code Section 403.19 implementing tax increment financing on the property within the City of Norwalk.
4. That the City Council authorizes the Mayor to sign the Joint Agreement with the City of Norwalk.

PASSED AND APPROVED this ____ day of _____, 2016.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk



JOINT AGREEMENT

WHEREAS, the City of West Des Moines, Iowa, ("West Des Moines") is proposing an Amendment No. 2 to the West Des Moines Alluvion Urban Renewal Plan ("Plan") for the West Des Moines Alluvion Urban Renewal Area (the "Urban Renewal Area"), pursuant to Chapter 403 of the Code of Iowa (the Urban Renewal Chapter), in order to undertake activities authorized by that Chapter; and

WHEREAS, Amendment No. 2 to the Plan is expected to authorize an extension of Veterans Parkway as an urban renewal project, which project is expected to be constructed by the City of West Des Moines in part within the City of Norwalk, Iowa; and

WHEREAS, it is expected that the extension of the Parkway will benefit Microsoft Corporation's construction of a regional data center within the West Des Moines Alluvion Urban Renewal Area; and

WHEREAS, this Parkway extension is also expected to provide benefits to the residents and businesses of the City of Norwalk, the City of West Des Moines, and surrounding municipalities; and

WHEREAS, it is expected that the cost of constructing the Parkway extension within the City of Norwalk will be funded in part from incremental tax revenue generated by the Microsoft Corporation regional data center located within the Alluvion Urban Renewal Area, which revenues are expected to be collected by the County and provided to West Des Moines under the Urban Renewal Chapter; and

WHEREAS, in order to allow incremental tax revenues to be used to fund the Parkway extension within the City of Norwalk, such property must be added to and included in the West Des Moines Alluvion Urban Renewal Area by the proposed Amendment No. 2 to the Plan; and

WHEREAS, Amendment No. 2 proposes that a small piece of property within the corporate boundaries of the City of Norwalk be included in the land to be added to the West Des Moines Alluvion Urban Renewal Area by Amendment No. 2 (see attached map); and

WHEREAS, the City of West Des Moines will not adopt a TIF Ordinance covering the property located within the City of Norwalk; and

WHEREAS, Section 403.17(4) of the Code of Iowa provides that no property may be included in a City's urban renewal area that lies in a neighboring city "unless a resolution has been adopted by the governing body of the [neighboring] City declaring a need to be included in the area"; and

WHEREAS, in addition to the City of Norwalk adopting the aforementioned resolution ("Resolution"), the City of Norwalk and the City of West Des Moines have decided to further document the arrangement through this Joint Agreement.

NOW THEREFORE, THE CITY OF NORWALK, STATE OF IOWA, AND THE CITY OF WEST DES MOINES, STATE OF IOWA, AGREE AS FOLLOWS:

1. The City Council of the City of Norwalk, State of Iowa hereby agrees and authorizes the City of West Des Moines, State of Iowa, to proceed with adopting Amendment No. 2 to the Alluvion Urban Renewal Plan, and the undertaking of the eligible urban renewal projects within the Alluvion Urban Renewal Area, including that portion of the Area within the boundaries of the City of Norwalk. This Agreement is contingent on the City of West Des Moines not adopting an ordinance pursuant to Iowa Code Section 403.19 implementing tax increment financing on property within the corporate boundaries of the City of Norwalk, absent express written permission from the City Council in the form of an amendment to this Agreement.

2. This Joint Agreement and the aforementioned Resolution are intended to meet the requirements of Iowa Code Chapter 403.17(4) with respect to the Alluvion Urban Renewal Area established by City of West Des Moines, State of Iowa.

3. This Joint Agreement has been duly authorized by the governing bodies of the City of Norwalk, State of Iowa and the City of West Des Moines, State of Iowa.

PASSED AND APPROVED this _____ day of _____, 2016.

CITY OF WEST DES MOINES, STATE OF IOWA

Mayor

ATTEST:

City Clerk

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this _____ day of _____, 2016, before me a Notary Public in and for said _____ County, personally appeared _____ and _____ to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of West Des Moines, State of Iowa, a Municipal Corporation, 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 Municipal Corporation, and that said instrument was signed and sealed on behalf of said Municipal Corporation by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipal Corporation by it voluntarily executed.

Notary Public in and for Polk County, Iowa

PASSED AND APPROVED this _____ day of _____, 2016.

CITY OF NORWALK, STATE OF IOWA

Mayor

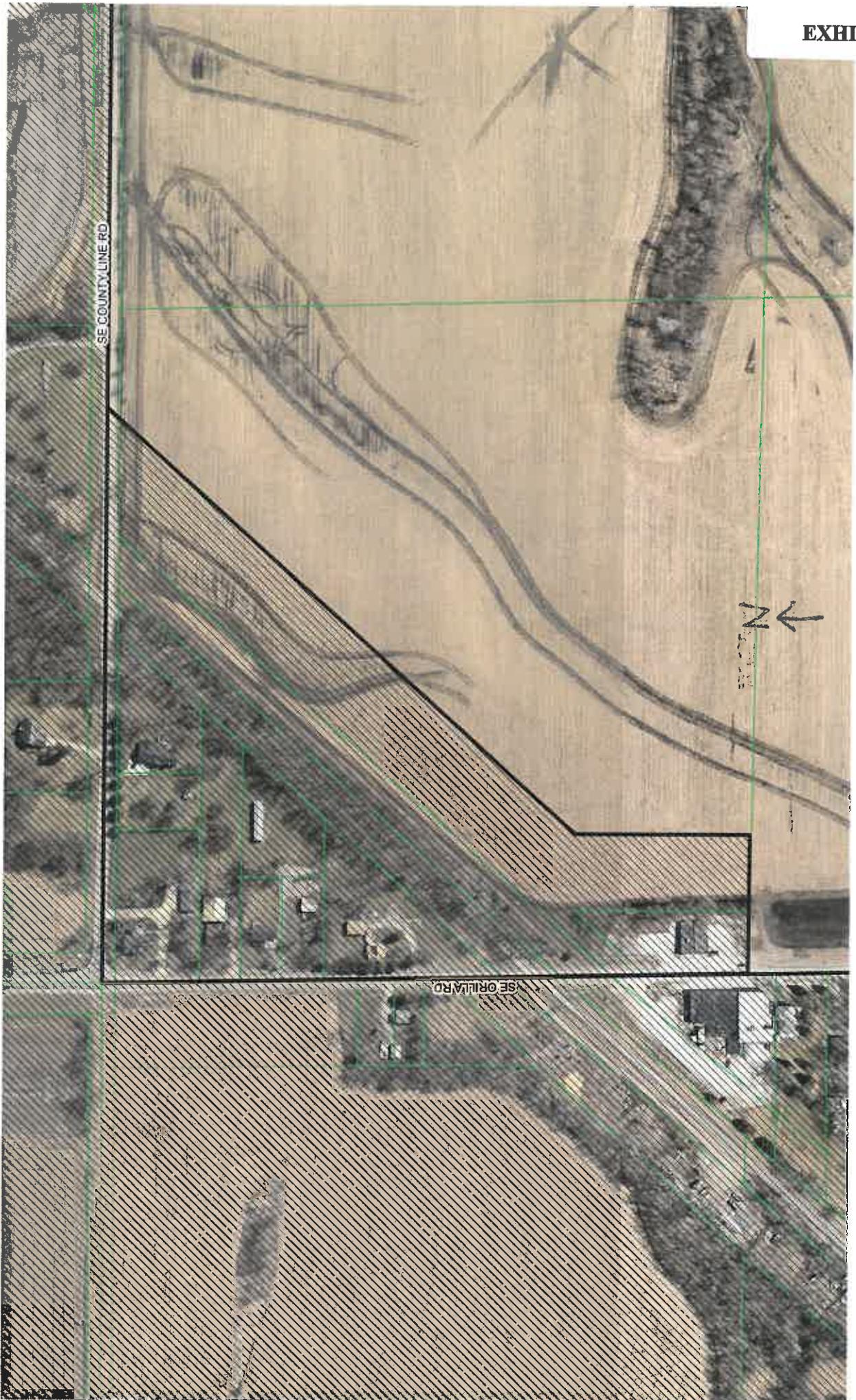
ATTEST:

City Clerk

STATE OF IOWA)
) SS
COUNTY OF WARREN)

On this _____ day of _____, 2016, before me a Notary Public in and for the State of Iowa, personally appeared _____ and _____ to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Norwalk, State of Iowa, a Municipal Corporation, and that the seal affixed to the foregoing instrument is the seal of said Municipal Corporation, and that said instrument was signed and sealed on behalf of said Municipal Corporation by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipal Corporation by it voluntarily executed.

Notary Public in and for Warren County, Iowa



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

ITEM: Approval of Agreement between Warren County and - **DATE:** October 3, 2016
the City of West Des Moines Concerning the Alluvion Urban
Renewal Area

Resolution - Approving the joint agreement between Warren County and the City of
West Des Moines

FINANCIAL IMPACT: The City will be able to utilize Tax Increment Funds from the Alluvion Tax Increment Taxing District to pay for improvements associated with the construction of infrastructure, the construction of Veteran’s Parkway and water lines, for the Microsoft Osmium Project. Absent the agreement the City would have to pay for those improvements out of other sources.

BACKGROUND: With the announcement of the Microsoft Osmium Project, the City has started the process to construct all of the necessary public infrastructure associated with that project. It is the City’s intent to utilize tax increment financing to fund those public improvements within the Alluvion Urban Renewal Area utilizing funding from the Alluvion TIF District. Because the infrastructure that is to be constructed is not totally within the corporate limits of the City of West Des Moines, State Code Section 403.17(4) requires the City to get the consent of the appropriate jurisdiction to include property within their governance to be included within our Urban Renewal Area. Warren County has granted that consent for the inclusion of some of their jurisdiction into the Alluvion Urban Renewal Area as part of the attached Joint Agreement, (see Exhibit II).

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

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

Lead Staff Member: Clyde E. Evans, AICP, Community and Economic Development

STAFF REVIEWS

Department Director	Clyde E. Evans, Director, Community and Economic Development <i>CE</i>
Appropriations/Finance	
Legal	<i>JBW</i>
Agenda Acceptance	<i>W</i>

PUBLICATION(S) (if applicable)

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

SUBCOMMITTEE REVIEW (if applicable)

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

Attachments: Exhibit I Resolution
Exhibit II Agreement
Exhibit III Map of territory to be included in the Alluvion URA

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

RESOLUTION APPROVING AN AGREEMENT WITH WARREN COUNTY FOR THE INCLUSION OF PROPERTY LOCATED IN THE UNINCORPORATED PORTION OF WARREN COUNTY IN A PROPOSED AMENDMENT OF THE ALLUVION URBAN RENEWAL AREA BEING CREATED BY THE CITY OF WEST DES MOINES

WHEREAS, the City of West Des Moines, Iowa, ("West Des Moines") is proposing to adopt an Amendment Number 2 to the Alluvion Urban Renewal Plan ("the Plan") for the Alluvion Urban Renewal Area (the "Urban Renewal Area"), pursuant to Chapter 403 of the Code of Iowa (the "Urban Renewal Law"), in order to undertake activities authorized by the Urban Renewal Law; and

WHEREAS, the amendment to the Plan is expected to authorize certain infrastructure improvements as urban renewal projects, some of which projects are expected to be constructed in the unincorporated portion of Warren County; and

WHEREAS, it is expected that the cost of constructing the infrastructure improvements will be funded from incremental tax revenue generated by the Microsoft Corporation regional data center located within the Alluvion Urban Renewal Area, which revenues are expected to be collected by the County, and provided to West Des Moines under the Urban Renewal Law; and

WHEREAS, in order to allow incremental tax revenues to be used to fund the infrastructure improvements on property within the unincorporated portion of Warren County (see attached map), such property must be added to and included in the West Des Moines Alluvion Urban Renewal Area by the proposed amendment to the Plan; and

WHEREAS, the property in question is within the unincorporated portion of Warren County, and the City of West Des Moines will not adopt a TIF Ordinance covering land within the unincorporated portion of Warren County that is within the Urban Renewal Area; and

WHEREAS, Section 403.17(4) of the Code of Iowa provides that no property may be included in a City's urban renewal area that lies in a neighboring jurisdiction unless an agreement

has been adopted by the governing body of Warren County declaring a need to be included in the area."

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of West Des Moines, Iowa, as follows:

1. The City of West Des Moines declares a need to have certain property within the unincorporated portion of Warren County included in the amendment area of the West Des Moines Alluvion Urban Renewal Area as depicted in the proposed amendment to the Alluvion Urban Renewal Plan.
2. Warren County has further authorizes the governing body of the City of West Des Moines to pass any resolution necessary to designate the property as part of the amendment to the Alluvion Urban Renewal Area under Chapter 403 of the Code of Iowa, and to proceed with activities authorized under said Chapter.
3. This resolution is contingent on the City of West Des Moines not adopting an ordinance pursuant to Iowa Code Section 403.19 implementing tax increment financing on the property within the unincorporated portion of Warren County.
4. That the City Council authorizes the Mayor to sign the Joint Agreement with Warren County.

PASSED AND APPROVED this ____ day of _____, 2016.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk



ORILLA RD

ORILLA RD

ADAMS ST

ADAMS ST



EXHIBIT _____
JOINT CITY/COUNTY AGREEMENT

WHEREAS, the City of West Des Moines, State of Iowa, (the “City”) has proposed to amend the Alluvion Urban Renewal Area to include property within two miles of the City of West Des Moines, State of Iowa, for the purpose of participating in eligible urban renewal projects; and

WHEREAS, the City Council of the City of West Des Moines, State of Iowa, has reviewed the Amendment No. 2 to the Alluvion Urban Renewal Plan for said Urban Renewal Area and has determined that the proposed Urban Renewal Plan, as amended, and completion of the eligible projects are in the best interests of the City of West Des Moines, State of Iowa; and

WHEREAS, Iowa Code Section 403.17(4) requires a “joint agreement” between the City and the County before the City can proceed with said projects in the portion of the Urban Renewal Area outside City boundaries but within two miles thereof.

NOW THEREFORE, WARREN COUNTY, STATE OF IOWA, AND THE CITY OF WEST DES MOINES, STATE OF IOWA, AGREE AS FOLLOWS:

1. The Board of Supervisors of Warren County, State of Iowa, hereby agrees and authorizes the City of West Des Moines, State of Iowa, to proceed with the Amendment No. 2 to the Alluvion Urban Renewal Plan, and the undertaking of the eligible urban renewal projects therein which are located within two miles of the City of West Des Moines and in such locations as is identified in the Urban Renewal Plan, as amended.
2. This “joint agreement” is intended to meet the requirements of Iowa Code Section 403.17(4) with respect to the portions of the Alluvion Urban Renewal Area outside the current boundaries of the City but within two miles thereof.
3. This Joint Agreement has been duly authorized by the governing bodies of Warren County, State of Iowa, and the City of West Des Moines, State of Iowa.

PASSED AND APPROVED this _____ day of _____, 2016.

WARREN COUNTY, STATE OF IOWA

Chairperson, Board of Supervisors

ATTEST:

Secretary

STATE OF IOWA)
) SS
COUNTY OF WARREN)

On this _____ day of _____, 2016, before me a Notary Public in and for the State of Iowa, personally appeared _____ and _____ to me personally known, who being duly sworn, did say that they are the Chairperson and Secretary, respectively, of Warren County, State of Iowa, a political subdivision, and that the seal affixed to the foregoing instrument is the seal of said political subdivision, and that said instrument was signed and sealed on behalf of said political subdivision by authority and resolution of its Board of Supervisors, and said Chairperson and Secretary acknowledged said instrument to be the free act and deed of said political subdivision by it voluntarily executed.

Notary Public in and for Warren County, Iowa

PASSED AND APPROVED this _____ day of _____, 2016.

CITY OF WEST DES MOINES, STATE OF IOWA

Mayor

ATTEST:

City Clerk

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this _____ day of _____, 2016, before me a Notary Public in and for said _____ County, personally appeared _____ and _____ to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of West Des Moines, State of Iowa, a Municipal Corporation, 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 Municipal Corporation, and that said instrument was signed and sealed on behalf of said Municipal Corporation by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipal Corporation by it voluntarily executed.

Notary Public in and for Polk County, Iowa

01285500-1\11333-293



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

ITEM: Approval of Agreement between the Cities of Cumming and - **DATE:** October 3, 2016
West Des Moines Concerning the Osmium Urban Renewal Area

Resolution - Approving the joint agreement between the Cities of Cumming and West Des Moines

FINANCIAL IMPACT: The City will be able to utilize Tax Increment Funds from the Osmium Tax Increment Taxing District to pay for improvements associated with the construction of infrastructure, Veteran’s Parkway, water lines, and sanitary sewer lines, for the Microsoft Osmium Project. Absent the agreement the City would have to pay for those improvements out of other sources.

BACKGROUND: With the announcement of the Microsoft Osmium Project, the City has started the process to construct all of the necessary public infrastructure associated with that project. It is the City’s intent to utilize tax increment financing to fund those public improvements within the proposed Osmium Urban Renewal Area utilizing funding from the proposed Osmium TIF District. Because the infrastructure that is to be constructed is not totally within the corporate limits of the City of West Des Moines, State Code Section 403.17(4) requires the City to get the consent of the appropriate jurisdiction to include property within their territory to be included within our Urban Renewal Area. The City of Cumming has granted that consent for the inclusion of some of their jurisdiction into the proposed Osmium Urban Renewal Area. In addition to the approval of the consent resolution, the City of Cumming also requested approval of an agreement that basically confirmed the resolution that they passed, (see Exhibit II).

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

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

Lead Staff Member: Clyde E. Evans, AICP, Community and Economic Development

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

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

SUBCOMMITTEE REVIEW (if applicable)

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

Attachments: Exhibit I Resolution
Exhibit II Agreement
Exhibit III Map of territory to be included in the proposed Osmium URA

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

**RESOLUTION APPROVING AN AGREEMENT WITH THE CITY OF CUMMING
FOR THE INCLUSION OF PROPERTY LOCATED IN THE CITY OF CUMMING IN A
PROPOSED OSMIUM URBAN RENEWAL AREA BEING CREATED BY THE CITY
OF WEST DES MOINES**

WHEREAS, the City of West Des Moines, Iowa, ("West Des Moines") is proposing to adopt the Osmium Urban Renewal Plan ("the Plan") for the Osmium Urban Renewal Area (the "Urban Renewal Area"), pursuant to Chapter 403 of the Code of Iowa (the "Urban Renewal Law"), in order to undertake activities authorized by the Urban Renewal Law; and

WHEREAS, the amendment to the Plan is expected to authorize certain infrastructure improvements as urban renewal projects, some of which projects are expected to be constructed in the City of Cumming; and

WHEREAS, it is expected that the cost of constructing the infrastructure improvements will be funded from incremental tax revenue generated by the Microsoft Corporation regional data center located within the proposed Osmium Urban Renewal Area, which revenues are expected to be collected by the County, and provided to West Des Moines under the Urban Renewal Law; and

WHEREAS, in order to allow incremental tax revenues to be used to fund the infrastructure improvements on property within the City of Cumming (see attached map), such property must be added to and included in the proposed West Des Moines Osmium Urban Renewal Area by the proposed amendment to the Plan; and

WHEREAS, the property in question is within the corporate limits of the City of Cumming, and the City of West Des Moines will not adopt a TIF Ordinance covering land within the City of Cumming that is within the Urban Renewal Area; and

WHEREAS, Section 403.17(4) of the Code of Iowa provides that no property may be included in a City's urban renewal area that lies in a neighboring city [Cumming] unless a

resolution has been adopted by the governing body of the [neighboring] city declaring a need to be included in the area.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of West Des Moines, Iowa, as follows:

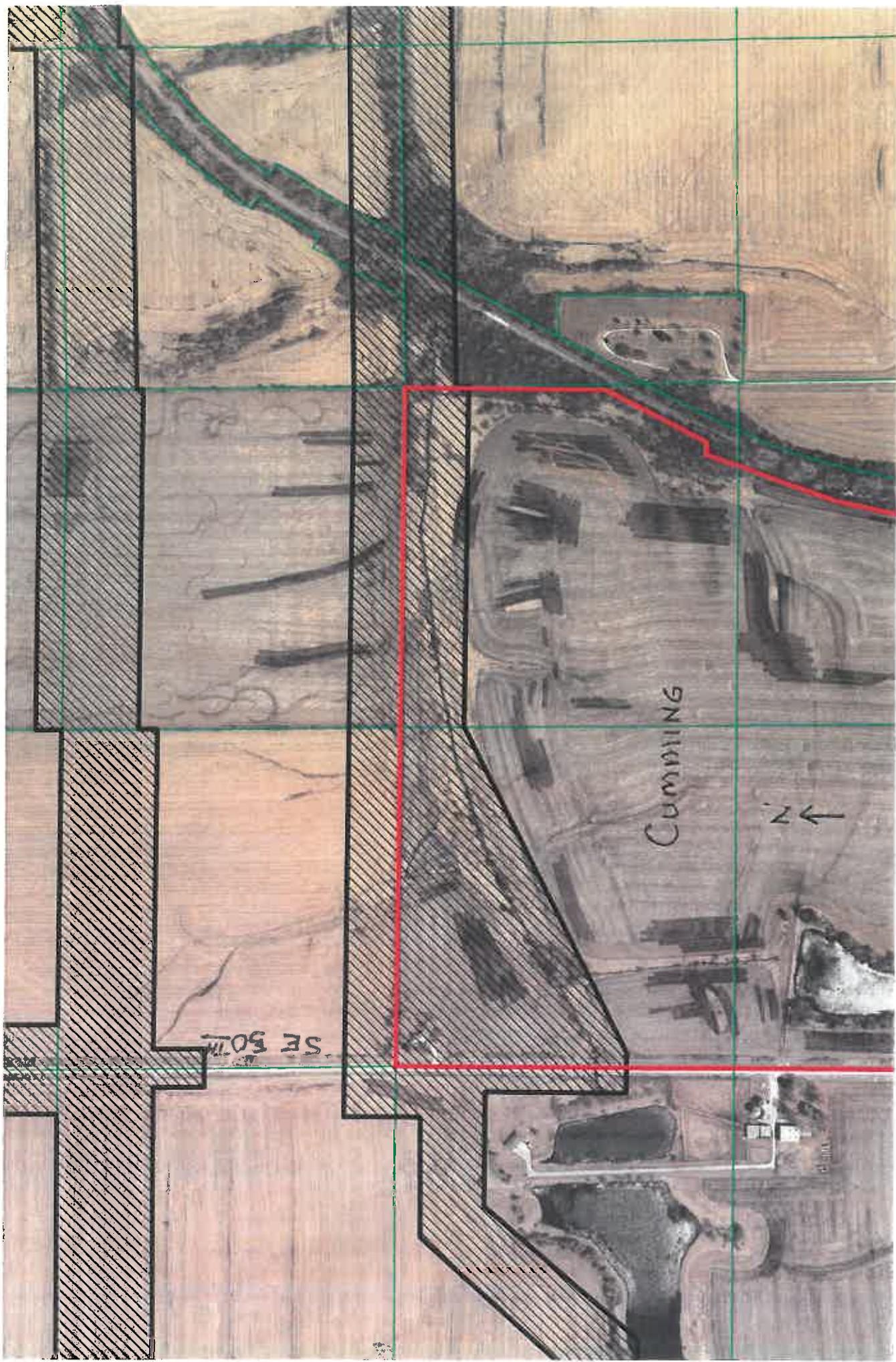
1. The City of West Des Moines declares a need to have certain property within the City of Cumming included in the proposed area of the West Des Moines Osmium Urban Renewal Area as depicted in the proposed Osmium Urban Renewal Plan.
2. The City of Cumming has further authorizes the governing body of the City of West Des Moines to pass any resolution necessary to designate the property as part of the proposed Osmium Urban Renewal Area under Chapter 403 of the Code of Iowa, and to proceed with activities authorized under said Chapter.
3. This resolution is contingent on the City of West Des Moines not adopting an ordinance pursuant to Iowa Code Section 403.19 implementing tax increment financing on the property within the City of Cumming.
4. That the City Council authorizes the Mayor to sign the Joint Agreement with the City of Cumming.

PASSED AND APPROVED this ____ day of _____, 2016.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk



SE 50th

CUMMING





I-35

Cumming

SW 60TH ST



JOINT AGREEMENT

WHEREAS, the City of West Des Moines, Iowa, ("West Des Moines") is proposing to adopt the Osmium Urban Renewal Plan ("Plan") for the Osmium Urban Renewal Area (the "Urban Renewal Area"), pursuant to Chapter 403 of the Code of Iowa (the Urban Renewal Chapter), in order to undertake activities authorized by that Chapter; and

WHEREAS, the Plan is expected to authorize, among other things, construction of infrastructure (including a sewer line) as urban renewal projects, and a portion of said infrastructure is expected to be constructed by the City of West Des Moines within the City of Cumming, Iowa; and

WHEREAS, it is expected that the infrastructure will benefit Microsoft Corporation's construction of a regional data center within the Osmium Urban Renewal Area; and

WHEREAS, this infrastructure is also expected to provide benefits to the residents and businesses of the City of Cumming, the City of West Des Moines, and surrounding municipalities; and

WHEREAS, it is expected that the cost of constructing the infrastructure within the City of Cumming will be funded in part from incremental tax revenue generated by the Microsoft Corporation regional data center located within the Osmium Urban Renewal Area, which revenues are expected to be collected by the County and provided to West Des Moines under the Urban Renewal Chapter; and

WHEREAS, in order to allow incremental tax revenues to be used to fund the construction of the infrastructure within the City of Cumming, property where the Microsoft Corporation regional data center will be located as well as property where the infrastructure will be constructed must be included in the Osmium Urban Renewal Area by the Plan; and

WHEREAS, the Plan proposes that property within the corporate boundaries of the City of Cumming be included in the land to be included in the Osmium Urban Renewal Area by the Plan (see attached map); and

WHEREAS, the City of West Des Moines will not adopt a TIF Ordinance covering the property located within the City of Cumming; and

WHEREAS, Section 403.17(4) of the Code of Iowa provides that no property may be included in a City's urban renewal area that lies in a neighboring city "unless a resolution has been adopted by the governing body of the [neighboring] City declaring a need to be included in the area"; and

WHEREAS, in addition to the City of Cumming adopting the aforementioned resolution ("Resolution"), the City of Cumming and the City of West Des Moines have decided to further document the arrangement through this Joint Agreement.

NOW THEREFORE, THE CITY OF CUMMING, STATE OF IOWA, AND THE CITY OF WEST DES MOINES, STATE OF IOWA, AGREE AS FOLLOWS:

1. The City Council of the City of Cumming, State of Iowa hereby agrees and authorizes the City of West Des Moines, State of Iowa, to proceed with adopting the Osmium Urban Renewal Plan, and the undertaking of the eligible urban renewal projects and the exercise of urban renewal powers within the Osmium Urban Renewal Area, including that portion of the Area within the boundaries of the City of Cumming. This Agreement is contingent on the City of West Des Moines not adopting an ordinance pursuant to Iowa Code Section 403.19 implementing tax increment financing on property within the corporate boundaries of the City of Cumming, absent express written permission from the City of Cumming in the form of an amendment to this Agreement.

2. This Joint Agreement and the aforementioned Resolution are intended to meet the requirements of Iowa Code Chapter 403.17(4) with respect to the Osmium Urban Renewal Area established by City of West Des Moines, State of Iowa.

3. This Joint Agreement has been duly authorized by the governing bodies of the City of Cumming, State of Iowa and the City of West Des Moines, State of Iowa.

PASSED AND APPROVED this _____ day of _____, 2016.

CITY OF CUMMING, STATE OF IOWA

Mayor

ATTEST:

City Clerk

STATE OF IOWA)
) SS
COUNTY OF WARREN)

On this _____ day of _____, 2016, before me a Notary Public in and for the State of Iowa, personally appeared _____ and _____ to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Cumming, State of Iowa, a Municipal Corporation, and that the seal affixed to the foregoing instrument is the seal of said Municipal Corporation, and that said instrument was signed and sealed on behalf of said Municipal Corporation by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipal Corporation by it voluntarily executed.

Notary Public in and for Warren County, Iowa

PASSED AND APPROVED this _____ day of _____, 2016.

CITY OF WEST DES MOINES, STATE OF IOWA

Mayor

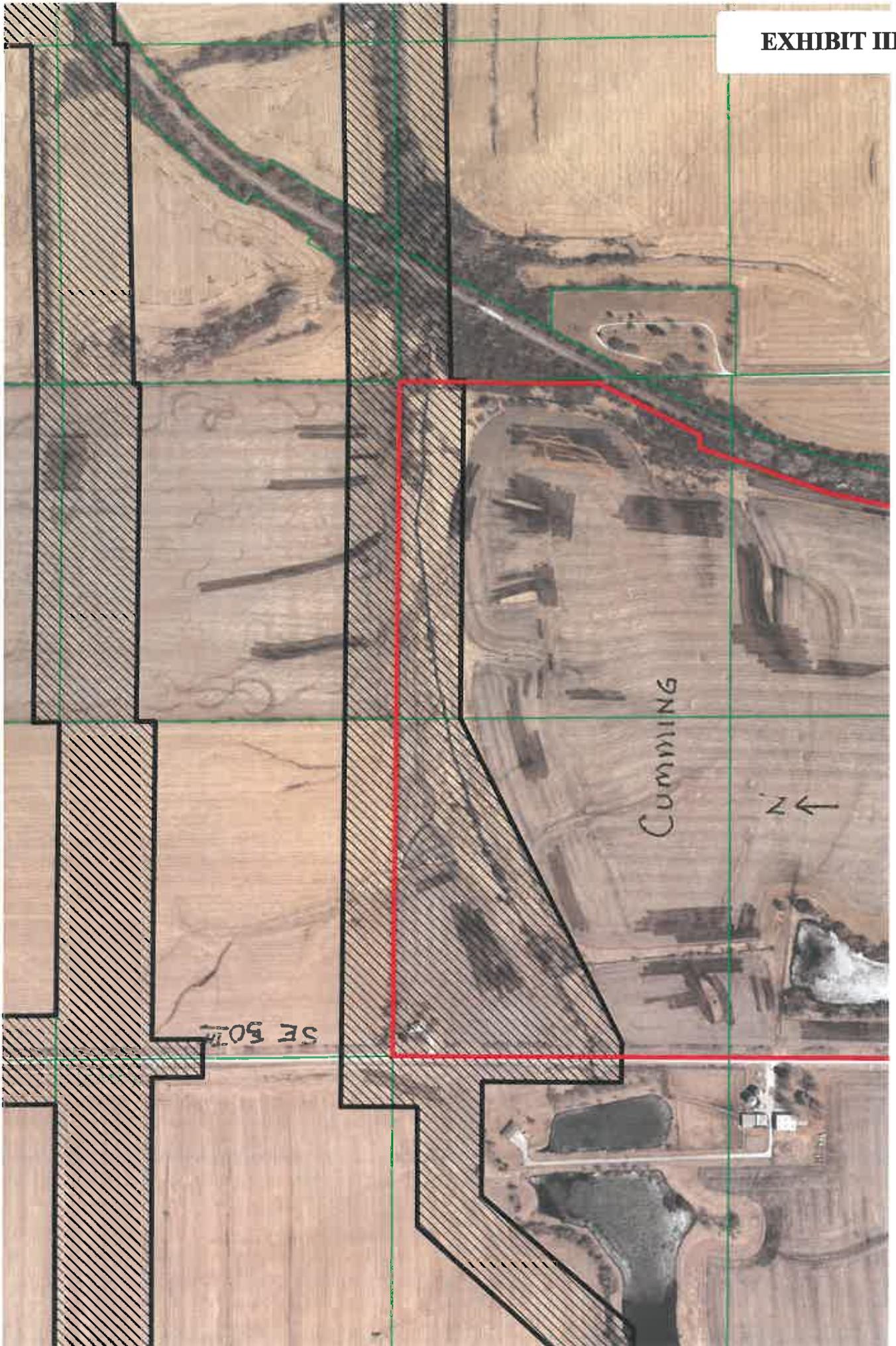
ATTEST:

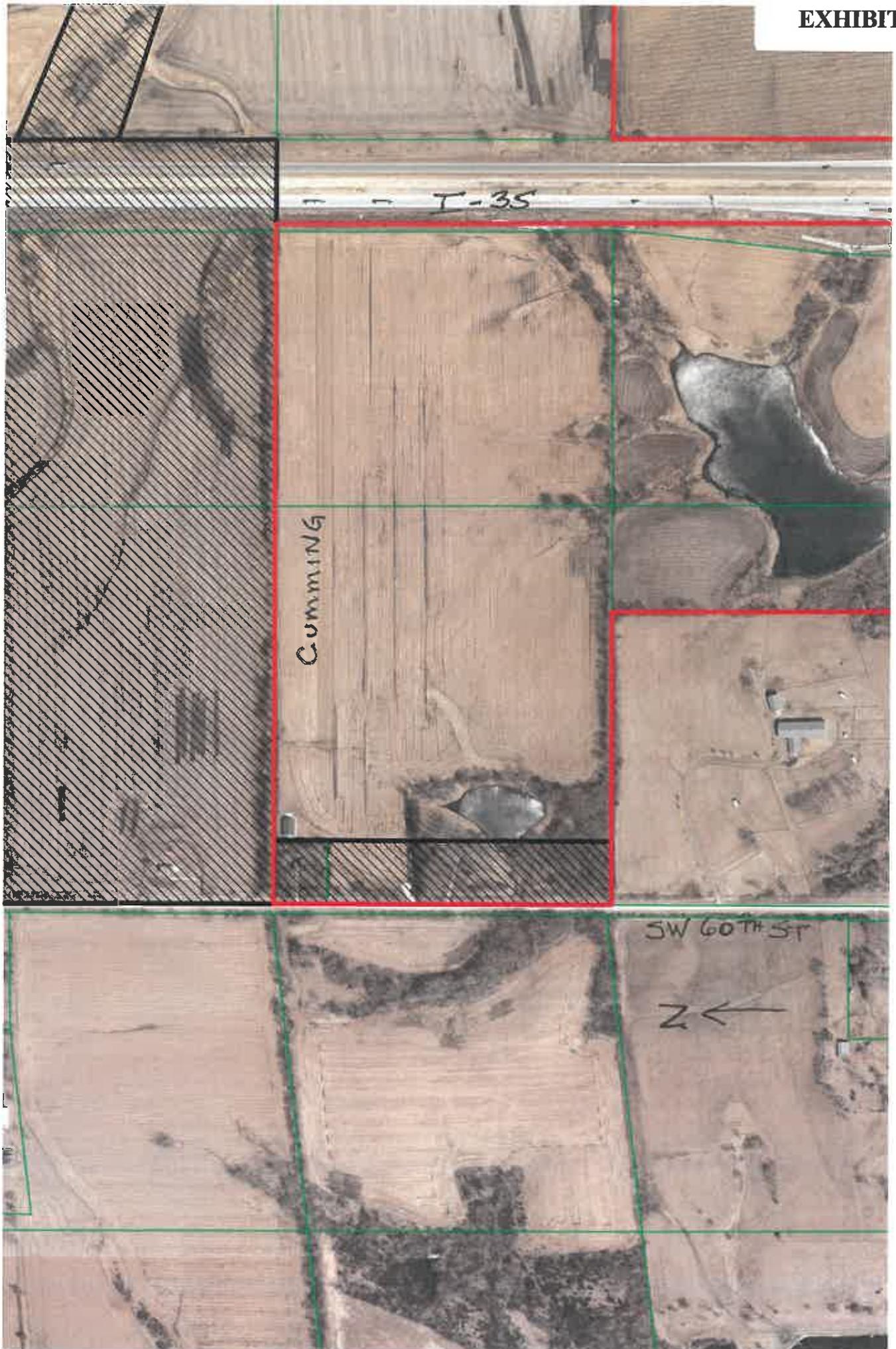
City Clerk

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this _____ day of _____, 2016, before me a Notary Public in and for said _____ County, personally appeared _____ and _____ to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of West Des Moines, State of Iowa, a Municipal Corporation, 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 Municipal Corporation, and that said instrument was signed and sealed on behalf of said Municipal Corporation by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipal Corporation by it voluntarily executed.

Notary Public in and for Polk County, Iowa





Cumming

I-35

SW 60TH ST



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

ITEM: Approval of Agreement between Madison County and - **DATE:** October 3, 2016
the City of West Des Moines Concerning the Osmium Urban
Renewal Area

Resolution - Approving the joint agreement between Madison County and the City of
West Des Moines

FINANCIAL IMPACT: The City will be able to utilize Tax Increment Funds from the proposed Osmium Tax Increment Taxing District to pay for improvements associated with the construction of infrastructure, the construction of Veteran’s Parkway, and water lines, for the Microsoft Osmium Project. Absent the agreement the City would have to pay for those improvements out of other sources.

BACKGROUND: With the announcement of the Microsoft Osmium Project, the City has started the process to construct all of the necessary public infrastructure associated with that project. It is the City’s intent to utilize tax increment financing to fund those public improvements within the proposed Osmium Urban Renewal Area utilizing funding from the proposed Osmium TIF District. Because the infrastructure that is to be constructed is not totally within the corporate limits of the City of West Des Moines, State Code Section 403.17(4) requires the City to get the consent of the appropriate jurisdiction to include property within their governance to be included within our Urban Renewal Area. Madison County has granted that consent for the inclusion of some of their jurisdiction into the proposed Osmium Urban Renewal Area as part of the attached Joint Agreement, (see Exhibit II).

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

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

Lead Staff Member: Clyde E. Evans, AICP, Community and Economic Development

STAFF REVIEWS

Department Director	Clyde E. Evans, Director, Community and Economic Development <i>CEE</i>
Appropriations/Finance	
Legal	<i>JBW</i>
Agenda Acceptance	<i>CE</i>

PUBLICATION(S) (if applicable)

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

SUBCOMMITTEE REVIEW (if applicable)

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

Attachments: Exhibit I Resolution
Exhibit II Agreement
Exhibit III Map of territory to be included in the proposed Osmium URA

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

RESOLUTION APPROVING AN AGREEMENT WITH MADISON COUNTY FOR THE INCLUSION OF PROPERTY LOCATED IN THE UNINCORPORATED PORTION OF MADISON COUNTY IN THE PROPOSED OSMIUM URBAN RENEWAL AREA BEING CREATED BY THE CITY OF WEST DES MOINES

WHEREAS, the City of West Des Moines, Iowa, ("West Des Moines") is proposing to adopt the Osmium Urban Renewal Plan ("the Plan") for the proposed Osmium Urban Renewal Area (the "Urban Renewal Area"), pursuant to Chapter 403 of the Code of Iowa (the "Urban Renewal Law"), in order to undertake activities authorized by the Urban Renewal Law; and

WHEREAS, the amendment to the Plan is expected to authorize certain infrastructure improvements as urban renewal projects, some of which projects are expected to be constructed in the unincorporated portion of Madison County; and

WHEREAS, it is expected that the cost of constructing the infrastructure improvements will be funded from incremental tax revenue generated by the Microsoft Corporation regional data center located within the proposed Osmium Urban Renewal Area, which revenues are expected to be collected by the County, and provided to West Des Moines under the Urban Renewal Law; and

WHEREAS, in order to allow incremental tax revenues to be used to fund the infrastructure improvements on property within the unincorporated portion of Madison County (see attached map), such property must be added to and included in the proposed West Des Moines Osmium Urban Renewal Area by the proposed by the Plan; and

WHEREAS, the property in question is within the unincorporated portion of Madison County, and the City of West Des Moines will not adopt a TIF Ordinance covering land within the unincorporated portion of Madison County that is within the Urban Renewal Area; and

WHEREAS, Section 403.17(4) of the Code of Iowa provides that no property may be included in a City's urban renewal area that lies in a neighboring jurisdiction unless an agreement

has been adopted by the governing body of Madison County declaring a need to be included in the area."

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of West Des Moines, Iowa, as follows:

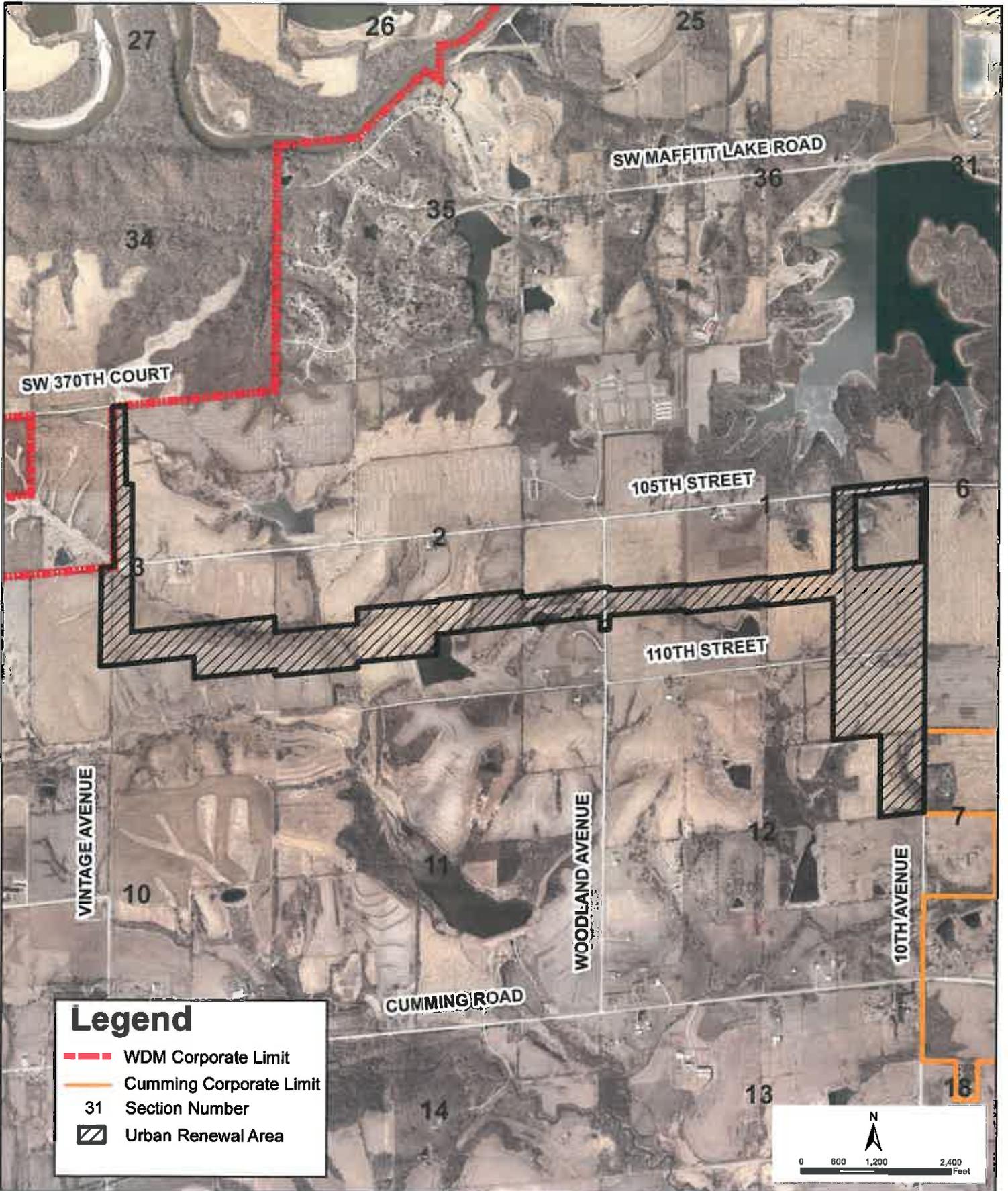
1. The City of West Des Moines declares a need to have certain property within the unincorporated portion of Madison County included in the proposed West Des Moines Osmium Urban Renewal Area as depicted in the proposed Osmium Urban Renewal Plan.
2. Madison County has further authorizes the governing body of the City of West Des Moines to pass any resolution necessary to designate the property as part of the proposed Osmium Urban Renewal Area under Chapter 403 of the Code of Iowa, and to proceed with activities authorized under said Chapter.
3. This resolution is contingent on the City of West Des Moines not adopting an ordinance pursuant to Iowa Code Section 403.19 implementing tax increment financing on the property within the unincorporated portion of Madison County.
4. That the City Council authorizes the Mayor to sign the Joint Agreement with Madison County.

PASSED AND APPROVED this ____ day of _____, 2016.

Steven K. Gaer, Mayor

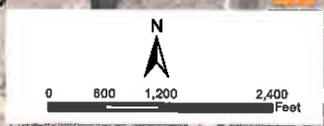
ATTEST:

Ryan T. Jacobson, City Clerk



Legend

- - - WDM Corporate Limit
- Cumming Corporate Limit
- 31 Section Number
- Urban Renewal Area



CITY OF WEST DES MOINES
ENGINEERING SERVICES
 4200 MILLS CIVIC PARKWAY
 WEST DES MOINES, IOWA 50265
 PH: 515.222.3475 FAX: 515.273.0603

PROJECT:		
UNINCORPORATED OSMIUM URBAN RENEWAL PLAN		
EXHIBIT "B"		
LOCATION:		
MADISON COUNTY		
DRAWN BY: REF	DATE: 8/23/2016	SHT. 1 OF 1

**EXHIBIT _____
JOINT CITY/COUNTY AGREEMENT**

WHEREAS, the City of West Des Moines, State of Iowa, (the "City") has proposed to establish the Osmium Urban Renewal Area within two miles of the City of West Des Moines, State of Iowa, for the purpose of participating in eligible urban renewal projects; and

WHEREAS, the City Council of the City of West Des Moines, State of Iowa, has reviewed the Osmium Urban Renewal Plan for said Urban Renewal Area and has determined that the proposed Urban Renewal Plan and completion of the eligible projects are in the best interests of the City of West Des Moines, State of Iowa; and

WHEREAS, Iowa Code Section 403.17(4) requires a "joint agreement" between the City and the County before the City can proceed with said projects.

NOW THEREFORE, MADISON COUNTY, STATE OF IOWA, AND THE CITY OF WEST DES MOINES, STATE OF IOWA, AGREE AS FOLLOWS:

1. The Board of Supervisors of Madison County, State of Iowa, hereby agrees and authorizes the City of West Des Moines, State of Iowa, to proceed with the Osmium Urban Renewal Plan, and the undertaking of the eligible urban renewal projects therein which are located within two miles of the City of West Des Moines and in such location as is identified in the Osmium Urban Renewal Plan.
2. This "joint agreement" is intended to meet the requirements of Iowa Code Section 403.17(4) with respect to the portions of the Osmium Urban Renewal Area outside the current boundaries of the City but within two miles thereof.
3. This Joint Agreement has been duly authorized by the governing bodies of Madison County, State of Iowa, and the City of West Des Moines, State of Iowa.

PASSED AND APPROVED this _____ day of _____, 2016.

MADISON COUNTY, STATE OF IOWA

Chairperson, Board of Supervisors

ATTEST:

Secretary

STATE OF IOWA)
) SS
COUNTY OF MADISON)

On this _____ day of _____, 2016, before me a Notary Public in and for the State of Iowa, personally appeared _____ and _____ to me personally known, who being duly sworn, did say that they are the Chairperson and Secretary, respectively, of Madison County, State of Iowa, a political subdivision, and that the seal affixed to the foregoing instrument is the seal of said political subdivision, and that said instrument was signed and sealed on behalf of said political subdivision by authority and resolution of its Board of Supervisors, and said Chairperson and Secretary acknowledged said instrument to be the free act and deed of said political subdivision by it voluntarily executed.

Notary Public in and for Madison County, Iowa

PASSED AND APPROVED this _____ day of _____, 2016.

CITY OF WEST DES MOINES, STATE OF IOWA

Mayor

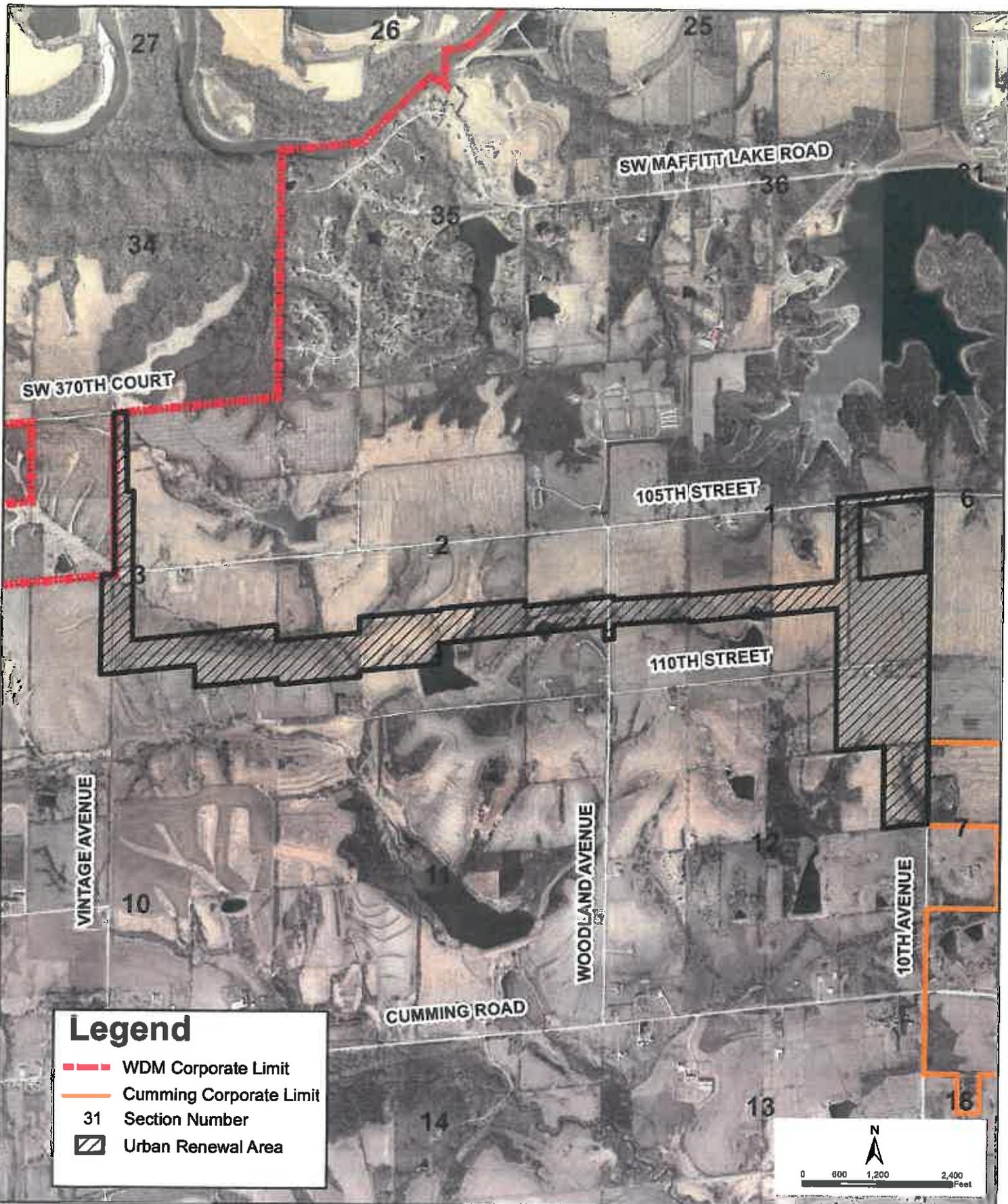
ATTEST:

City Clerk

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this _____ day of _____, 2016, before me a Notary Public in and for said _____ County, personally appeared _____ and _____ to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of West Des Moines, State of Iowa, a Municipal Corporation, 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 Municipal Corporation, and that said instrument was signed and sealed on behalf of said Municipal Corporation by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipal Corporation by it voluntarily executed.

Notary Public in and for Polk County, Iowa



Legend

- WDM Corporate Limit
- Cumming Corporate Limit
- 31 Section Number
- Urban Renewal Area



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

ITEM: Approval of Agreement between Warren County and - **DATE:** October 3, 2016
the City of West Des Moines Concerning the Osmium Urban
Renewal Area

Resolution - Approving the joint agreement between Warren County and the City of
West Des Moines

FINANCIAL IMPACT: The City will be able to utilize Tax Increment Funds from the proposed Osmium Tax Increment Taxing District to pay for improvements associated with the construction of infrastructure, the construction of Veteran's Parkway, sanitary sewer lines and water lines, for the Microsoft Osmium Project. Absent the agreement the City would have to pay for those improvements out of other sources.

BACKGROUND: With the announcement of the Microsoft Osmium Project, the City has started the process to construct all of the necessary public infrastructure associated with that project. It is the City's intent to utilize tax increment financing to fund those public improvements within the proposed Osmium Urban Renewal Area utilizing funding from the proposed Osmium TIF District. Because the infrastructure that is to be constructed is not totally within the corporate limits of the City of West Des Moines, State Code Section 403.17(4) requires the City to get the consent of the appropriate jurisdiction to include property within their governance to be included within our Urban Renewal Area. Warren County has granted that consent for the inclusion of some of their jurisdiction into the proposed Osmium Urban Renewal Area as part of the attached Joint Agreement, (see Exhibit II).

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

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

Lead Staff Member: Clyde E. Evans, AICP, Community and Economic Development

STAFF REVIEWS

Department Director	Clyde E. Evans, Director, Community and Economic Development <i>CEE</i>
Appropriations/Finance	
Legal	<i>JTBW</i>
Agenda Acceptance	<i>CE</i>

PUBLICATION(S) (if applicable)

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

SUBCOMMITTEE REVIEW (if applicable)

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

Attachments: Exhibit I Resolution
 " Exhibit II Agreement
 Exhibit III Map of territory to be included in the proposed Osmium URA

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

RESOLUTION APPROVING AN AGREEMENT WITH WARREN COUNTY FOR THE INCLUSION OF PROPERTY LOCATED IN THE UNINCORPORATED PORTION OF WARREN COUNTY IN THE PROPOSED OSMIUM URBAN RENEWAL AREA BEING CREATED BY THE CITY OF WEST DES MOINES

WHEREAS, the City of West Des Moines, Iowa, ("West Des Moines") is proposing to adopt Osmium Urban Renewal Plan ("the Plan") for the proposed Osmium Urban Renewal Area (the "Urban Renewal Area"), pursuant to Chapter 403 of the Code of Iowa (the "Urban Renewal Law"), in order to undertake activities authorized by the Urban Renewal Law; and

WHEREAS, the amendment to the Plan is expected to authorize certain infrastructure improvements as urban renewal projects, some of which projects are expected to be constructed in the unincorporated portion of Warren County; and

WHEREAS, it is expected that the cost of constructing the infrastructure improvements will be funded from incremental tax revenue generated by the Microsoft Corporation regional data center located within the proposed Osmium Urban Renewal Area, which revenues are expected to be collected by the County, and provided to West Des Moines under the Urban Renewal Law; and

WHEREAS, in order to allow incremental tax revenues to be used to fund the infrastructure improvements on property within the unincorporated portion of Warren County (see attached map), such property must be added to and included in the proposed West Des Moines Osmium Urban Renewal Area by the proposed by the Plan; and

WHEREAS, the property in question is within the unincorporated portion of Warren County, and the City of West Des Moines will not adopt a TIF Ordinance covering land within the unincorporated portion of Warren County that is within the Urban Renewal Area; and

WHEREAS, Section 403.17(4) of the Code of Iowa provides that no property may be included in a City's urban renewal area that lies in a neighboring jurisdiction unless an agreement

has been adopted by the governing body of Warren County declaring a need to be included in the area."

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of West Des Moines, Iowa, as follows:

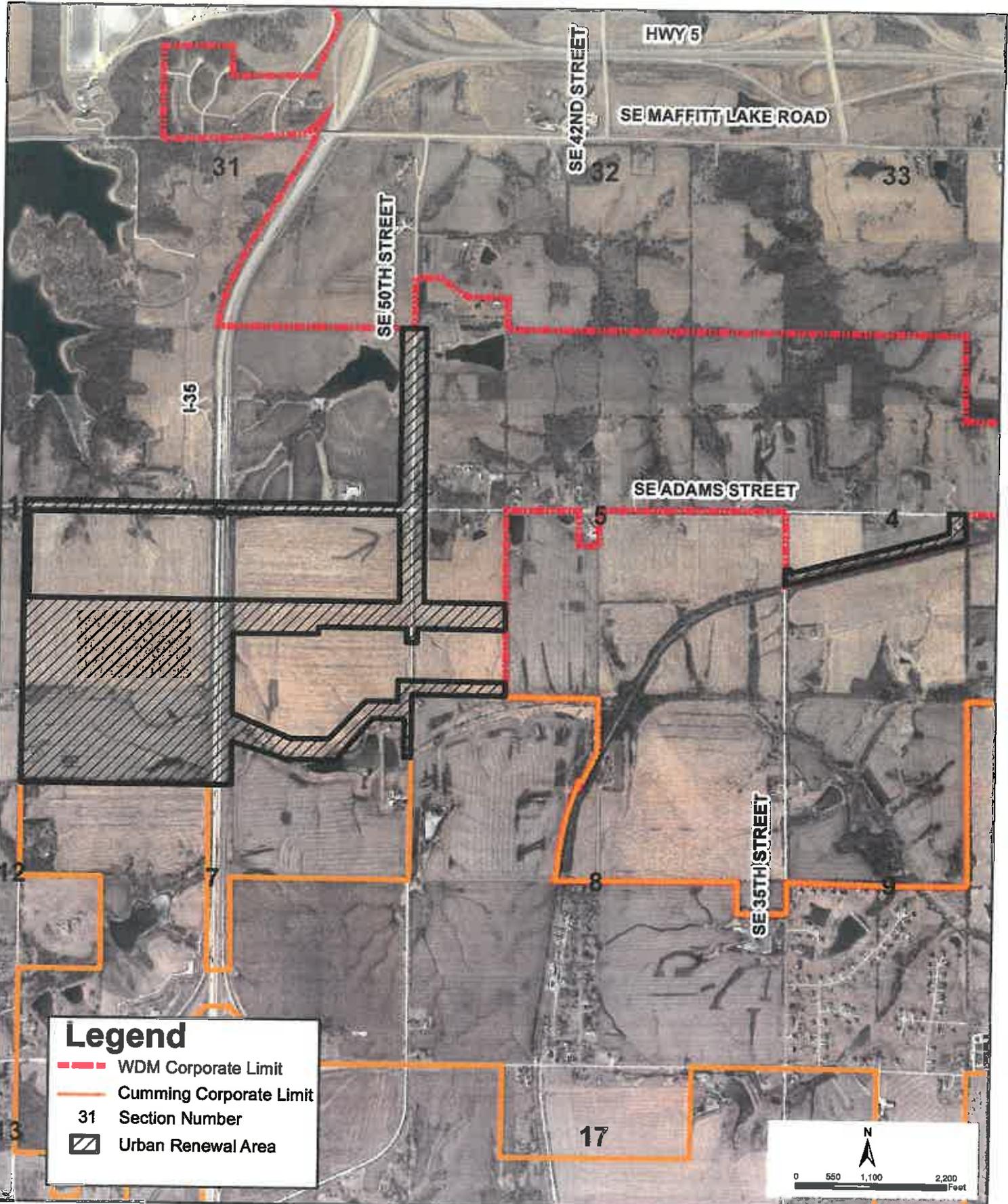
1. The City of West Des Moines declares a need to have certain property within the unincorporated portion of Warren County included in the proposed West Des Moines Osmium Urban Renewal Area as depicted in the proposed Osmium Urban Renewal Plan.
2. Warren County has further authorizes the governing body of the City of West Des Moines to pass any resolution necessary to designate the property as part of the proposed Osmium Urban Renewal Area under Chapter 403 of the Code of Iowa, and to proceed with activities authorized under said Chapter.
3. This resolution is contingent on the City of West Des Moines not adopting an ordinance pursuant to Iowa Code Section 403.19 implementing tax increment financing on the property within the unincorporated portion of Warren County.
4. That the City Council authorizes the Mayor to sign the Joint Agreement with Warren County.

PASSED AND APPROVED this ____ day of _____, 2016.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk



Legend

- - - WDM Corporate Limit
- Cumming Corporate Limit
- 31 Section Number
- Urban Renewal Area



CITY OF WEST DES MOINES
ENGINEERING SERVICES
 4200 MILLS CIVIC PARKWAY
 WEST DES MOINES, IOWA 50265
 PH: 515.222.3475 FAX: 515.273.0603

PROJECT: UNINCORPORATED OSMIUM URBAN RENEWAL PLAN		
EXHIBIT "B"		
LOCATION: WARREN COUNTY		
DRAWN BY: REF	DATE: 9/23/2016	SHT. 1 OF 1

**EXHIBIT _____
JOINT CITY/COUNTY AGREEMENT**

WHEREAS, the City of West Des Moines, State of Iowa, (the “City”) has proposed to establish the Osmium Urban Renewal Area within two miles of the City of West Des Moines, State of Iowa, for the purpose of participating in eligible urban renewal projects; and

WHEREAS, the City Council of the City of West Des Moines, State of Iowa, has reviewed the Osmium Urban Renewal Plan for said Urban Renewal Area and has determined that the proposed Urban Renewal Plan and completion of the eligible projects are in the best interests of the City of West Des Moines, State of Iowa; and

WHEREAS, Iowa Code Section 403.17(4) requires a “joint agreement” between the City and the County before the City can proceed with said projects.

NOW THEREFORE, WARREN COUNTY, STATE OF IOWA, AND THE CITY OF WEST DES MOINES, STATE OF IOWA, AGREE AS FOLLOWS:

1. The Board of Supervisors of Warren County, State of Iowa, hereby agrees and authorizes the City of West Des Moines, State of Iowa, to proceed with the Osmium Urban Renewal Plan, and the undertaking of the eligible urban renewal projects therein which are located within two miles of the City of West Des Moines and in such locations as is identified in the Osmium Urban Renewal Plan.
2. This “joint agreement” is intended to meet the requirements of Iowa Code Section 403.17(4) with respect to the portions of the Osmium Urban Renewal Area outside the current boundaries of the City but within two miles thereof.
3. This Joint Agreement has been duly authorized by the governing bodies of Warren County, State of Iowa, and the City of West Des Moines, State of Iowa.

PASSED AND APPROVED this 29th day of September, 2016.

WARREN COUNTY, STATE OF IOWA

Doug Shell
Chairperson, Board of Supervisors

ATTEST:

Traci Vanderlinden
Secretary

STATE OF IOWA)
) SS
COUNTY OF WARREN)

On this 29th day of September, 2016, before me a Notary Public in and for the State of Iowa, personally appeared Doug Shell and Traci Vanderlinden to me personally known, who being duly sworn, did say that they are the Chairperson and Secretary, respectively, of Warren County, State of Iowa, a political subdivision, and that the seal affixed to the foregoing instrument is the seal of said political subdivision, and that said instrument was signed and sealed on behalf of said political subdivision by authority and resolution of its Board of Supervisors, and said Chairperson and Secretary acknowledged said instrument to be the free act and deed of said political subdivision by it voluntarily executed.



Megan R. Andrew
Notary Public in and for Warren County, Iowa

PASSED AND APPROVED this _____ day of _____, 2016.

CITY OF WEST DES MOINES, STATE OF IOWA

Mayor

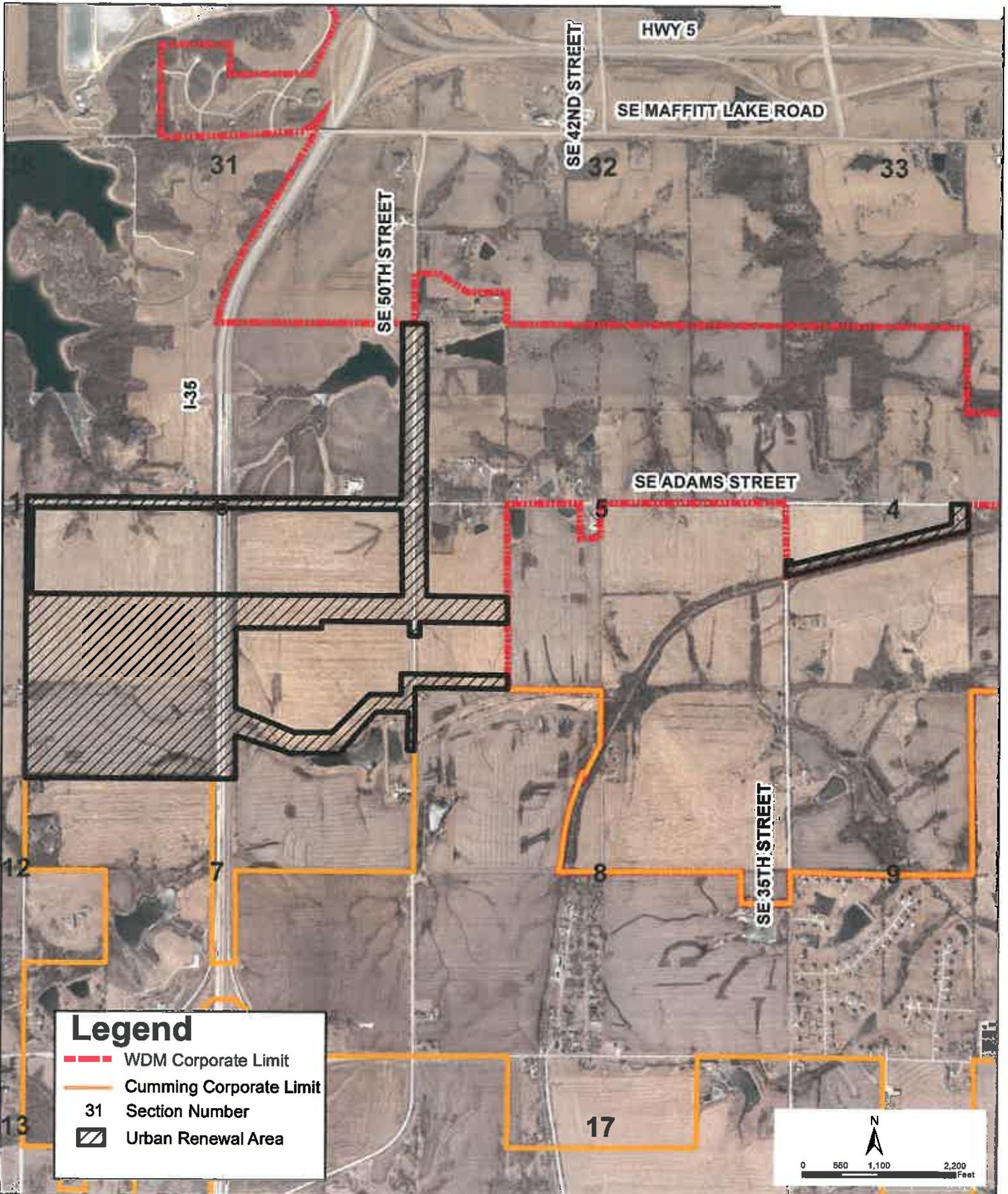
ATTEST:

City Clerk

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this _____ day of _____, 2016, before me a Notary Public in and for said _____ County, personally appeared _____ and _____ to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of West Des Moines, State of Iowa, a Municipal Corporation, 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 Municipal Corporation, and that said instrument was signed and sealed on behalf of said Municipal Corporation by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipal Corporation by it voluntarily executed.

Notary Public in and for Polk County, Iowa



Legend

- - - WDM Corporate Limit
- Cumming Corporate Limit
- 31 Section Number
- Urban Renewal Area



**CITY OF WEST DES MOINES
ENGINEERING SERVICES**
 4200 MILLS CIVIC PARKWAY
 WEST DES MOINES, IOWA 50265
 PH: 515.222.3475 FAX: 515.273.0603

PROJECT: UNINCORPORATED OSMIUM URBAN RENEWAL PLAN EXHIBIT "B"		
LOCATION: WARREN COUNTY		
DRAWN BY: REF	DATE: 8/23/2016	SHT. 1 OF 1

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

DATE: October 3, 2016

ITEM: Resolution - Approval of Release and Settlement Agreement

FINANCIAL IMPACT: \$30,000 total (\$10,000.00 from City and \$20,000.00 from Iowa Community Assurance Pool)

SYNOPSIS: In May, 2015 Carol Gass filed a lawsuit against the City of West Des Moines seeking damages in connection with her employment with the City (Gass, et al. vs. the City of West Des Moines, Iowa, et al.). Gass resigned in July of 2016 and added claims that her resignation was a constructive discharge. The City denied all of Ms. Gass' claims.

BACKGROUND: For the purpose of avoiding the cost of additional litigation, Carol Gass and the City of West Des Moines have negotiated a Release and Settlement Agreement regarding the lawsuit. The Agreement releases and discharges the City and ICAP (Iowa Community Assurance Pool) and all City related insurance entities from any and all claims alleged in the lawsuit or in relation to Ms. Gass' employment with the City. Police Chief Shaun LaDue, who was also named as a Defendant, will be dismissed from the lawsuit by Ms. Gass prior to the execution of the Settlement Agreement.

The Settlement Agreement anticipates payment of \$19,738.84 to Ms. Gass for dismissing the lawsuit and \$6,200.00 for claims of lost wages. A payment of \$4,061.16 to the Fiedler & Timmer Law Firm, the attorneys representing Ms. Gass, will also be made. The Settlement Agreement further requires that Ms. Gass agree that she will not apply to the City or any related entity for any future position of employment.

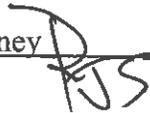
The City maintains that it has no liability in regard to the claims alleged by Ms. Gass, and no liability is admitted or implied by approval of the Release and Settlement Agreement. Instead, approval of the Agreement is recommended to protect the City from the financial risk of a potentially long and costly lawsuit.

This Agreement is only in relation to Ms. Gass, with trial on the allegations of the remaining two Plaintiffs scheduled to begin October 31, 2016.

OUTSTANDING ISSUES (if any): None.

RECOMMENDATION: Approve the Release and Settlement Agreement between the City of West Des Moines and Carol Gass.

Lead Staff Member: Richard J. Scieszinski, City Attorney



**RESOLUTION APPROVING RELEASE AND SETTLEMENT AGREEMENT
BETWEEN CAROL GASS AND THE CITY OF WEST DES MOINES, IOWA**

WHEREAS, in May, 2015 Carol Gass filed a lawsuit against the City of West Des Moines in the Iowa District Court for Polk County entitled *Carol Gass, Alice Wisner and Tanya Zaglauer Schmill, Plaintiffs, v. the City of West Des Moines, Iowa and Chief of Police Shaun LaDue, in his Individual Capacity and Official Capacity, Defendants*, No. LACL132694; and

WHEREAS, subsequent to filing the lawsuit, Carol Gass dismissed Chief of Police Shaun LaDue from the lawsuit; and

WHEREAS, Carol Gass and the City of West Des Moines have reached a proposed settlement of the lawsuit and seek to memorialize the terms of the settlement in a Release and Settlement Agreement; and

WHEREAS, approval of the Release and Settlement Agreement between the parties will protect the City from the financial risk of a potentially long and costly lawsuit, and is in the best interest of the City.

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

1. The attached negotiated Release and Settlement Agreement between Carol Gass and the City of West Des Moines regarding *Carol Gass, Alice Wisner and Tanya Zaglauer Schmill, Plaintiffs, v. the City of West Des Moines, Iowa and Chief of Police Shaun LaDue, in his Individual Capacity and Official Capacity, Defendants*, Case No. LACL132694, is approved.
2. The Mayor is authorized to sign the Release and Settlement Agreement on behalf of the City and the City Clerk is directed to attest to the Mayor's signature.
3. The City's Finance Department is authorized to make appropriate payment as provided by the terms of the Release and Settlement Agreement.

PASSED AND ADOPTED this 3rd day of October, 2016.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson,
City Clerk

RELEASE AND SETTLEMENT AGREEMENT

WHEREAS, Carol Gass (“Gass”) has filed a lawsuit against the City of West Des Moines, Iowa (“the City”) (Gass and the City are collectively sometimes referred to as “the Parties”) seeking damages in connection with her employment and the termination of her employment, and the City has denied the claims in response thereto, which Lawsuit is pending in the Iowa District Court for Polk County, Gass et al. vs. the City of West Des Moines, Iowa, LACL132694 (the “Lawsuit”); and

WHEREAS, the City has denied any liability for the claims made and the damages sought by Gass in the Lawsuit; and

WHEREAS, Gass and the City have now agreed to settle this dispute and all matters between them relating to or arising out of Gass’s claims of sex discrimination and retaliation and any other matters raised or which could have been raised relating to her employment at the City and the termination of employment, including but not limited to the claims in the Lawsuit; and

WHEREAS, Gass and the City now wish to confirm and memorialize their settlement of the Lawsuit and disputes between them relating to this matter,

NOW, THEREFORE, Gass and the City agree as follows:

1. **RELEASE.** In consideration of the covenants, promises, and conditions herein contained and the amounts to be paid hereunder, receipt of which is hereby acknowledged, Gass, for herself and her heirs, legal representatives, successors and assigns, hereby releases and discharges the City, Iowa Communities Assurance Pool (ICAP), American Risk Pooling Consultants, Inc., York Risk Pooling Services, Inc., and Public Entity Risk Services of Iowa (PERSI), and their successors, predecessors, affiliates, representatives, employees, agents, officers, directors, attorneys, the City Council, insurers and assigns from any and all claims, causes of action, damages, liabilities, expenses, fees, and costs, which Gass ever had, now has, or

may have in the future for any losses, injuries, or damages, which occurred prior to the execution of this Agreement, whether anticipated or unanticipated, arising from, arising out of, or directly or indirectly connected with Gass' employment, the termination of her employment, and her claims against the City. Gass releases the City from any claims that have been made or could be made involving her employment to and through the date of the execution of this Agreement, including claims for wrongful termination, breach of implied contract, breach of implied covenant of good faith and fair dealing, the Collective Bargaining Agreement she was subject to, or any other contract, implied contract, or quasi contract. It is further agreed that this Release includes, but is not limited to, any claims to and through the date of the execution of this Agreement for discrimination based on the Age Discrimination in Employment Act, Title VII of the Equal Employment Opportunities Act, the Iowa Civil Rights Act, the Fair Labor Standards Act, Iowa Code Chapter 91A, the Americans with Disabilities Act, the FMLA and any and all other claims, whether statutory or common law. The paragraph does not apply to any Worker's Compensation claim that Gass has pending against the City.

2. PAYMENT AND OTHER TERMS. In consideration of the promises contained in this Agreement, and in full and final settlement of the claims the Parties may have or could have against each other in the Lawsuit, the Parties agree:

(a) The City will pay \$4,061.16 to the Fiedler & Timmer Law Firm, which will be reported on Form 1099; and

(b) The City will pay \$19,738.84 to Gass reported on Form 1099 for general damage claims; and

(c) The City will pay \$6,200.00 to Gass reported on Form W-2 for claims of lost wages.

3. NON-ADMISSION AND STATEMENT. The Parties to this Agreement recognize that any payments or agreements made pursuant hereto are not an admission of any liability by the City. This settlement is made for the purposes of avoiding the costs and risks of litigation.

4. DISMISSAL OF GASS' CLAIMS IN THE LAWSUIT. Once the payment is made in accordance with paragraph 2 above, Gass agrees to dismiss with prejudice all of her claims pending in the Lawsuit and further agrees that her claims for relief asserted in the Lawsuit are dropped for all purposes and all times. This dismissal will not impact the claims of the other Plaintiffs in the Lawsuit. The only payment to be made by the City for costs of suit and attorney fees for Gass is the payment set forth in paragraph 2.

5. OPEN RECORDS AND AGENCY APPROVAL. Gass recognizes that the City will comply with the Iowa Records Act. Gass also acknowledges that this settlement will be presented to the City, which may take action to approve or reject the settlement.

6. SEVERABILITY. If any portion or portions of this Agreement are held by a court of competent jurisdiction to conflict with any federal, state, or local law, and as a result such portion or portions are declared to be invalid and of no force or effect in such jurisdiction, all remaining portions of this Agreement shall otherwise remain in full force and effect and be construed as if such invalid portion or portions had not been included herein.

7. CONSIDERATION OF AGREEMENT. Gass represents that she has discussed the terms of the settlement with her counsel, Fiedler & Timmer, and her counsel has answered all of her questions relating to this Agreement. Gass understands that she has twenty-one (21) days from receipt of this Agreement to review and consider its terms. Gass further understands and

agrees that upon signing this Agreement, she has seven (7) days to revoke her acceptance of this Agreement.

8. TAX MATTERS. Gass acknowledges that the City does not warrant or represent any tax consequences of this Agreement, and she is relying on her own counsel and/or tax advisors and not on the City in that regard.

9. REINSTATEMENT/REEMPLOYMENT. Gass agrees that she will release any claim for reinstatement as an employee of the City and any related entity. Gass further agrees not to apply with the City or any related entity for any position of any type. The Parties specifically agree that this was a negotiated term of this settlement and not evidence of any retaliation by the City.

10. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the state of Iowa.

11. ENTIRE AGREEMENT. Each Party acknowledges and agrees that no representations or promises have been made to or relied upon by any of them or by any person acting for or on their behalf in connection with the subject matter of this Agreement which are not specifically set forth herein. All prior representations and promises made by any Party to another, whether in writing or orally, are understood by the Parties to be merged in this Agreement.

11. ATTORNEYS' FEES. Gass agrees and acknowledges that any claim for attorneys' fees by her attorney is her sole responsibility and the payments set forth in paragraph 2 above constitute the total payments owed Gass hereunder.

12. MEDICARE REPRESENTATIONS. Gass represents that she is not currently receiving Medicare benefits and Medicare has not made any conditional payments on her behalf.

Gass has not and will not apply for Social Security Disability benefits related to this incident. Gass does not anticipate any future Medicare-eligible expenses relative to any injuries suffered while an employee of the City. Because none of the parties anticipate any future Medicare-eligible expense, no part of the settlement is being set aside for Medicare. Gass agrees to defend, indemnify, and hold the City harmless from any interest asserted by Medicare. Such indemnification shall include, without limitation, any and all attorney fees, court costs, and any and all other costs and expenses.

Carol Gass

Date

City of West Des Moines, Iowa

Date

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

ITEM: Proclamation
Recognition of Police Sergeant Shawn Miller

DATE: October 3, 2016

FINANCIAL IMPACT: None

BACKGROUND:

Police Officer Shawn Miller was killed in the line of duty on August 3, 2016, and will be promoted posthumously to Sergeant at the October 3, 2016 City Council meeting.

The Mayor and City Council of West Des Moines wish to express their appreciation to Sergeant Shawn Miller for his exemplary leadership as a public servant and efforts to improve the safety and quality of life for those living and working in West Des Moines and the professionalism of the West Des Moines Police Department.

OUTSTANDING ISSUES (if any): None

RECOMMENDATION:

Approve Proclamation recognizing Police Sergeant Shawn Miller

Lead Staff Member: Ryan T. Jacobson, City Clerk

STAFF REVIEWS

Department Director	Ryan T. Jacobson, City Clerk
Appropriations/Finance	
Legal	
Agenda Acceptance	

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

Proclamation of Recognition

Sergeant Shawn G. Miller

Whereas, Shawn Miller was first hired as a West Des Moines Reserve Police Officer in May of 1990 and a full-time sworn Police Officer in August of 1995 serving tirelessly and selflessly as a committed representative for the police department to the community of West Des Moines, and;

Whereas, Sergeant Miller always played a significant role in training and leadership at the West Des Moines Police Department and partner agencies, which has provided numerous benefits to the entire West Des Moines community, and;

Whereas, Sergeant Miller was also instrumental as a union steward, in which he provided leadership and representation of the union members to the City of West Des Moines, and;

Whereas, Sergeant Miller, in twenty-six years of service to the City repeatedly demonstrated his dedication and talents in earning a Department Commendation Medal, a Chief's Letter of Appreciation, the Outstanding Service Award from the Iowa Department of Public Safety, and twenty "On-the-Spot" awards from his supervisors for duty performance over and above, and;

Whereas, Sergeant Miller served more than ten years as a Field Training Officer and therein was responsible for the initial training of the department's new police officers which has created his legacy as many of the officers serving today were trained and influenced by his guidance and example, and;

Whereas, Sergeant Miller served most of his career as a firearms instructor and Taser instructor impacting every member of the department with his instruction, policy guidance to the command staff, and review of incidents to improve the safety of our officers as well as the people we serve, and;

Whereas, the Mayor and City Council of West Des Moines wish to express their appreciation to Sergeant Miller for his exemplary leadership as a public servant and efforts to improve the safety and quality of life for those living and working in West Des Moines and the professionalism of the West Des Moines Police Department;

NOW, THEREFORE, BE IT PROCLAIMED, that on this 3rd day of October, 2016, the City Council, staff and citizens of the City of West Des Moines hereby recognize and honor Sergeant Shawn Glenn Miller for his accomplishments and dedication to public service.

ATTEST:

Steven K. Gaer, Mayor

Ryan T. Jacobson, City Clerk

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

ITEM: Approval of Proclamation
Profriend Week - October 17-21, 2016

DATE: October 3, 2016

FINANCIAL IMPACT: None

BACKGROUND:

Students from the West Des Moines Community Schools involved in service learning wanted to create a new movement to positively impact the conversation around bullying. Instead of anti-bully, their focus is on "profriend," and they have started a social awareness campaign designed to promote friendship in action.

OUTSTANDING ISSUES (if any): None

RECOMMENDATION:

Approval of Proclamation declaring October 17-21, 2016, as "Profriend Week"

Lead Staff Member: Ryan T. Jacobson, City Clerk

STAFF REVIEWS

Department Director	Ryan T. Jacobson, City Clerk
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

A Proclamation

Profriend Week

October 17-21, 2016

Whereas, students from the West Des Moines Community Schools involved in service learning wanted to create a new movement to positively impact the conversation around bullying. The students wanted to focus on solutions that empower their peers with positive actions. Students identified friendship as a powerful way to prevent bullying. Instead of anti-bully, their focus is on profriend; and

Whereas, their work has inspired other students in the West Des Moines Community Schools (WDMCS) to unite and join the grassroots movement. Students from each district building will serve as profriend ambassadors to engage their peers to be a caring community of positive leaders; and

Whereas, our students are asking adults to join them in this movement. They want families, members of the business community, city leaders, retirees, and all citizens of our community to:

- get to know someone new
- understand other people as individuals
- appreciate differences
- accept people for who they are
- listen to someone's point of view
- be nice
- help each other
- support each other
- have fun together
- send a positive message
- and so much more!

Whereas, our students have started a movement for friends, by friends—a Profriend social awareness campaign designed to promote friendship in action.

Now, therefore, be it proclaimed that the week of October 17-21, 2016 will be designated Profriend Week in West Des Moines, Iowa, to bring people together and encourage them to connect with one another to prevent bullying in our schools and our community.

Signed this 3rd day of October, 2016

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

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

ITEM: Clarification of Policy for Redevelopment Incentive **DATE:** October 3, 2016

MOTION: Approval of Finance and Administration City Council Subcommittee's recommendations

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

SYNOPSIS: At the September 6, 2016 City Council meeting, the Council approved a resolution creating the property tax rebate program. Following the meeting several questions arose as to when the policy took effect and who could potential qualify? In particular, could someone who had already started construction of their project qualify?

These questions were referred to the Finance and Administration City Council Subcommittee for direction at their September 21, 2016 meeting.

On the question of when does the policy take effect, the Subcommittee felt that since the policy was approved at the September 6th meeting then it should take effect upon September 6th.

On the question of eligibility of those projects that had either pulled building permits or were under construction, the Subcommittee elected to recommend to the full City Council that any project that was under construction but had not yet received a certificate of occupancy would still be eligible for the program.

RECOMMENDATION: That the City Council approve the recommendations of the F&A City Council Subcommittee.

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	
Legal	
Agenda Acceptance	

PUBLICATION(S) (if applicable)

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

SUBCOMMITTEE REVIEW (if applicable)

Committee	F&A		
Date Reviewed	September 21, 2016		
Recommendation	Yes <input checked="" type="checkbox"/> X	No <input type="checkbox"/>	Split <input type="checkbox"/>

Attachments:

**CITY OF WEST DES MOINES
MEMORANDUM**

TO: Mayor and City Council

FROM: Kara Tragesser, AICP *KPT*

DATE: October 3, 2016

RE: Item #6a: Browns Woods Estates Rezoning

A number of adjoining property owners to the site being considered under the Browns Woods Estates Rezoning request, have requested a deferral of the public hearing from October 3, 2016, to October 17, 2016,. The applicant agreed to the deferral of the public hearing. The additional time allowed by the deferral will enable more discussion regarding the proposal.

The Plan and Zoning Commission did adopt a motion to defer their review of the request from their September 26, 2016, meeting to their October 10, 2016, meeting.

Recommendation: Defer Item #6a: Browns Woods Estate Rezoning to October 17, 2016.

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

Date: October 3, 2016

ITEM: Della Vita, Northwest corner of EP True Parkway and 88th Street – Amend Comprehensive Plan Land Use Map to change approximately 36 acres from High Density Residential (HD) to Single Family Residential (SF) and approximately 29 acres from Office (OF) to Medium Density Residential (MD) and designate the entire 65 acres from ‘Unzoned’ to Della Vita Planned Unit Development (PUD) – Interchange Partners, LLC – CPA-002900-2015/ZC-002901-2015

RESOLUTION: Approval of Comprehensive Plan Amendment
ORDINANCE: Approval of First Reading of Ordinance

FINANCIAL IMPACT: Undetermined.

BACKGROUND: The applicant, Hubbell Realty Company, in association with the property owner, Interchange Partners, LLC, is requesting approval of both a Comprehensive Plan Land Use Amendment and Rezoning for property located on the northwest corner of EP True Parkway and 88th Street. The applicant is requesting to change approximately 36 acres on the eastern portion of the property from High Density Residential (HD) to Single Family Residential (SF) and approximately 29 acres on the western portion of the property from Office (OF) to Medium Density Residential (MD).

Upon changing the Comprehensive Plan Land Use designations, the applicant is then requesting to change the entire 65 acres from ‘Unzoned’ to Della Vita Planned Unit Development (PUD). The applicant is proposing to develop approximately 97 single family detached residential lots on the eastern portion of the property and 142 medium density attached and detached townhome units on the western portion of the property. The applicant is proposing a PUD to address building separation requirements for medium density development (see Building Separation discussion included in Plan and Zoning Commission staff report).

Plan and Zoning Commission Action:

Vote: 5-0 approval with Commissioners Southworth and Crowley absent

Date: September 26, 2016

Motion: Adopt a resolution recommending the City Council approve the request to amend the City’s Comprehensive Plan Land Use Map and Rezoning Request with PUD language modifications relating to required buffers and architecture standards for single-family residential.

The applicant stated that they wished to have the architecture section of the PUD removed, stating that they had not anticipated architectural requirements as a part of the PUD and that such requirements add to the complexity of developing the property in an economical way. Staff indicated that similar architecture requirements were recently approved as a part of other PUD’s in the City, including Roger’s Farm, Jordan West and Tallyn’s Reach. Staff noted that with the exception of language in the single-family section to discourage snout-houses, the language included in the PUD spoke to the expected level of architecture, but was general in nature. The Plan & Zoning Commission agreed with the applicant in part and voted to remove the below single family architecture language from the PUD Ordinance. They did not, however, remove the medium density architecture language as was also requested by the applicant.

“Single Family Residential (Parcel A): Any single family dwelling with a garage which projects in front of the front façade equal to or greater than six (6) feet will be required to provide a minimum five (5) foot deep covered front porch, or stoop with a width that extends across the entire distance of the non-garage front façade. Any single family dwelling with a garage which projects less than six (6) feet or is recessed behind the front façade does not need to meet this requirement.”

One of the adjacent property owners spoke in regards to the alignment of Aspen Drive across the properties to the north of this development. It was explained to this property owner that the applicant was required to show how the

street network for the area could work. The applicant indicated Aspen Drive crossing across the southern portion of the adjoining properties before curving south through the proposed Della Vita development and tying into EP True Parkway. The adjoining property owners were not opposed to the Aspen Drive connection, but did want the roadway to be pushed to the southern boundary of their property rather than dissecting their parcels. While there is no opposition to this occurring, the final alignment of Aspen Drive will not be determined until such time that the properties to the north are developed. The applicant will be constructing only that portion of Aspen Drive that is contained within their development.

Staff requested at the Plan and Zoning Commission meeting to add the following language in bold text to the PUD section relating to buffers:

Landscape buffers shall be required along 88th Street on the east and EP True Parkway on the south and on the north side of the medium density (RM-12) designated portion of the Della Vita PUD. If, at the time of platting, single-family homes still exist to the north of the RM-12 portion of the property, a 30' buffer shall be required along the northern boundary. The buffer park will not be required in the event the abutting property owner(s) to the north of the RM-12 portion of the property provide(s) a written covenant to waive the requirement. In addition, a buffer shall be required between the single family, R-1 designated lots and the medium density, RM-12 designated lot(s) within the Della Vita PUD. The required buffer between the two zoning districts shall be located entirely on Parcel B.

This request was made as there are existing single-family homes immediately to the north of the development. Per Title 9, Chapter 5, Section 7, Building Form Regulations, if the density of the adjacent development varies by 50% or more, transition buffering from the single-family is necessary. Staff did include language that allows the adjoining single family property owners to waive the buffer requirement.

The applicant did not speak in opposition to this language modification. The language addition is included in the draft PUD attached to this staff report.

OUTSTANDING ISSUES: There are no outstanding issues. There are no conditions of approval. The following items of interest are noted in the attached Plan and Zoning Commission report (see Exhibit I):

- Applicant's Request
- History
- City Council Subcommittee - *Development & Planning: September 6, 2016*
- Staff Review and Comment
 - *Building Separation*
 - *Area Land Uses*
 - *Street Alignment*
 - *Medium Density Building Architecture*
 - *Buffer Parks*
- Comprehensive Plan Consistency
- Noticing Information
- Staff Recommendations and Conditions of Approval – Comprehensive Plan Amendment
- Staff Recommendations and Conditions of Approval – Rezoning Request
- Property Owner/Applicant/Applicant Representative Information

RECOMMENDATION: Based upon the preceding review and a finding of consistency with the goals and policies of the Comprehensive Plan, the Plan and Zoning Commission recommends the City Council approval of the Comprehensive Plan Land Use map amendment for approximately 36 acres on the eastern portion of the property from High Density Residential (HD) to Single Family Residential (SF) and approximately 29 acres on the western portion of the property from Office (OF) to Medium Density Residential (MD); and approve the rezoning request to amend the Zoning Map to designate Della Vita Planned Unit Development (PUD) zoning for approximately 65 acres, subject to the applicant meeting all City Code requirements.

Lead Staff Member: Brian Portz, AICP 

Staff Reviews:

Department Director	
Appropriations/Finance	
Legal	
Agenda Acceptance	

PUBLICATION(S) (if applicable)

Published In	Des Moines Register Community Section
Date(s) Published	September 16, 2016
Letter sent to surrounding property owners	September 12, 2016

SUBCOMMITTEE REVIEW (if applicable)

Committee	Development & Planning		
Date Reviewed	September 6, 2016		
Recommendation	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Split <input type="checkbox"/>

ATTACHMENTS:

- Exhibit I - Plan and Zoning Commission Communication
 - Attachment A - Resolution – Approval of the Comprehensive Plan Amendment
 - Attachment B - Resolution – Approval of the Rezoning
 - Exhibit A - Conditions of Approval
 - Attachment C - Location Map
 - Attachment D - Current Comprehensive Plan Land Use Map
 - Attachment E - Adjacent Property Owner Email
- Exhibit II - Council Resolution – Approval of Comprehensive Plan Amendment
- Exhibit III - Proposed PUD Ordinance
 - Exhibit A - PUD Sketch Plan

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

Meeting Date: September 26, 2016

Item: Della Vita, Northwest corner of EP True Parkway and 88th Street – Amend Comprehensive Plan Land Use Map to change approximately 36 acres from High Density Residential (HD) to Single Family Residential (SF) and approximately 29 acres from Office (OF) to Medium Density Residential (MD) and designate the entire 65 acres from ‘Unzoned’ to Della Vita Planned Unit Development (PUD) – Interchange Partners, LLC – CPA-002900-2015/ZC-002901-2015

Requested Action: Approval of Comprehensive Plan Land Use Map Amendment
Approval of Rezoning Request to establish the Della Vita PUD

Case Advisor: Brian S. Portz, AICP 

Applicant’s Request: The applicant, Hubbell Realty Company, in association with the property owner, Interchange Partners, LLC, is requesting approval of both a Comprehensive Plan Land Use Amendment and Rezoning for property located on the northwest corner of EP True Parkway and 88th Street. The applicant is requesting to change approximately 36 acres on the eastern portion of the property from High Density Residential (HD) to Single Family Residential (SF) and approximately 29 acres on the western portion of the property from Office (OF) to Medium Density Residential (MD).

Upon changing the Comprehensive Plan Land Use designations, the applicant is then requesting to change the entire 65 acres from ‘Unzoned’ to Della Vita Planned Unit Development (PUD). The applicant is proposing to develop approximately 97 single family detached residential lots on the eastern portion of the property and 142 medium density attached and detached townhome units on the western portion of the property. The applicant is proposing a PUD to address building separation requirements for medium density development (see ‘Building Separation’ discussion below).

History: The property was annexed into the City as a part of the 88th Street Annexation in June of 2000. The property is undeveloped and has not been previously platted.

City Council Subcommittee: This request was presented to the Development & Planning City Council Subcommittee on September 6, 2016. As discussed below, the Subcommittee agreed to allow the applicant to move forward with their development considering the proposed changes to building separations are consistent with that which staff will be recommending in the proposed code amendment.

Staff Review and Comment: This request was distributed to various City departments and outside agencies for their review and comment. There are no outstanding issues. Staff would note the following:

- **Building Separation:** Staff has been working on a Code amendment to address building separation requirements for multi-family developments. The regulation required of code today does not take into consideration building mass or height. Staff will be bringing forward an amendment that varies the separation distances based on the height and number of units within one building (building mass). Currently a 30’ building separation is required per code; however, lesser separations have been written into many PUDs. Rather than continue to use the PUD process, staff is preparing an amendment but it will be several weeks before all of the details of the amendment can be finalized. Instead of delaying the applicant until the amendment is formally approved by the City Council, the use of a PUD was recommended. Staff discussed proceeding with a PUD at the September 6, 2016 Development and Planning City Council Subcommittee. The subcommittee was in agreement with the proposal since that which the applicant is proposing is consistent with the separations that staff will recommend establishing in city code. In alignment with the anticipated ordinance amendment that staff will be bringing forward, the applicant is proposing the following:

- For detached townhomes and 2 story attached townhomes with 4 units or less, there shall be a minimum building separation of 14' between buildings or outdoor spaces (patios, decks, etc.), if such is provided.
 - For 2 story attached townhomes with more than 4 units per building or 3 story or greater attached townhomes with 4 units or less, there shall be a minimum building separation of 20' between buildings or outdoor spaces (patios, decks, etc.), if such is provided.
 - For 3 story or greater attached townhomes with more than 4 units per building, there shall be a minimum building separation of 30' between buildings or outdoor spaces (patios, decks, etc.), if such is provided.
- **Area Land Uses:** Staff will be reevaluating the land uses for the larger area south of Interstate 80 and west of 88th Street in the near future. Staff is comfortable with the application of Single Family Residential and Medium Density Residential as proposed by the applicant.
 - **Street Alignment:** EP True Parkway will be extended along the southern portion of the applicant's property to provide access to the medium density portion of the site and to also continue EP True Parkway to connect to properties to the west. Cody Drive will be extended on the north side of the applicant's property to align with the extension of Cody Drive on the east side of 88th Street. The future extension of Aspen Drive (which currently terminates at 84th Street to the east) will traverse through or near the applicant's property. The actual alignment of Aspen Drive will be coordinated with the adjacent property owners in a master street plan for the area. The future location of Aspen Drive will be determined by this master plan and implemented with the preliminary and final plat for the Della Vita project.
 - **Medium Density Building Architecture:** The intent with the design of the medium density portion of this development is to create building façades that are varied and articulated to provide visual interest. Building design shall accomplish this by careful attention to exterior building materials and details, use of windows and doors, and change in building mass and roof forms. Materials, trim and details used on the front façade will be continued around all sides of the building. Building design will use materials such as brick, stone, stucco, lap siding or shakes, decorative trim or similar combination of material which represents a variation of architectural styles or elements. Final details of the architecture will be worked out as part of the site planning process for the medium density area.
 - **Buffer Parks:** 30' buffer parks will be provided along 88th Street and the future extension of EP True Parkway. In addition, there will be a 30' buffer park between the proposed easternmost single family units and the medium density units to the west side. Because this is a medium density development with no detached accessory structures, the applicant is proposing to overlap the 30' buffer park and the required 35' perimeter setback. Staff is comfortable with this and allowance for this has been specifically written into the PUD Ordinance.

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 September 16, 2016, notice for the September 26, 2016, Plan and Zoning Commission and October 3, 2016, City Council Public Hearings on this project was published in the Des Moines Register. Notice of these public hearings was also mailed to all surrounding property owners within 370 feet of the subject property on September 12, 2016.

Staff Recommendation And Conditions Of Approval - Comprehensive Plan Amendment: Based upon the preceding review and a finding of consistency with the goals and policies of the Comprehensive Plan, Staff recommends the Plan and Zoning Commission adopt a resolution to approve the Comprehensive Plan Land Use Map amendment for approximately 36 acres on the eastern portion of the property from High Density Residential (HD) to Single Family Residential (SF) and approximately 29 acres on the western portion of the property from Office (OF) to Medium Density Residential (MD); subject to the applicant meeting all City Code requirements.

Staff Recommendation And Conditions Of Approval – Rezoning Request: Based upon the preceding review and a finding of consistency with the goals and policies of the Comprehensive Plan, Staff recommends the Plan and Zoning Commission adopt a resolution to approve the rezoning request to amend the Zoning Map to designate Della Vita Planned Unit Development (PUD) zoning for approximately 65 acres located at the northwest corner of 88th Street and EP True Parkway, subject to the applicant meeting all City Code requirements.

Property Owner: Interchange Partners, LLC
1709 S. 42nd Street
West Des Moines, IA 50265

Applicant: Hubbell Realty Company
6900 Westown Parkway
West Des Moines, IA 50266
Attn: Joe Pietruszynski
Joe.pietruszynski@hubbellrealty.com

Applicant's Representative: Civil Design Advantage
3405 SE Crossroads Drive, Suite G
Grimes, IA 50111
Attn: Emily Harding
emilyh@cda-eng.com

ATTACHMENTS:

Attachment A	-	Plan and Zoning Commission Resolution – Comprehensive Plan Amendment
Attachment B	-	Plan and Zoning Commission Resolution – Rezoning
Exhibit A	-	Conditions of Approval
Attachment C	-	Proposed PUD Ordinance
Exhibit A	-	PUD Sketch Plan
Attachment D	-	Location Map
Attachment E	-	Comprehensive Plan Land Use Map

RESOLUTION NO. PZC-16-056

A RESOLUTION OF THE PLAN AND ZONING COMMISSION OF THE CITY OF WEST DES MOINES, RECOMMENDING TO THE CITY COUNCIL THAT IT APPROVE AN AMENDMENT TO THE COMPREHENSIVE PLAN LAND USE MAP FOR APPROXIMATELY 36 ACRES FROM HIGH DENSITY RESIDENTIAL (HD) TO SINGLE FAMILY RESIDENTIAL (SF) AND APPROXIMATELY 29 ACRES FROM OFFICE (OF) TO MEDIUM DENSITY RESIDENTIAL (MD)

WHEREAS, pursuant to the provisions of Title 9, Chapter 1 et seq, of the West Des Moines Municipal Code, the applicant, Hubbell Realty Company, in cooperation with the property owner, Interchange Partners, LLC, has requested an amendment to the Comprehensive Plan Land Use Map (CPA-002900-2015) to change the land use designation of approximately 36 acres on the eastern portion of the property from High Density Residential (HD) to Single Family Residential (SF) and approximately 29 acres on the western portion of the property from Office (OF) to Medium Density Residential (MD), located within part of the area legally described as:

Legal Description

A PART OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SOUTH HALF OF THE NORTHEAST QUARTER; THENCE SOUTH 82°56'46" WEST ALONG THE SOUTH LINE OF SAID SOUTH HALF OF THE NORTHEAST QUARTER, 1315.53 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 10; THENCE SOUTH 82°47'26" WEST ALONG SAID SOUTH LINE, 89.76 FEET; THENCE WESTERLY ALONG A CURVE CONCAVE NORTHERLY WHOSE RADIUS IS 1440.00 FEET, WHOSE ARC LENGTH IS 414.30 FEET AND WHOSE CHORD BEARS NORTH 88°58'02" WEST, 412.87 FEET; THENCE NORTH 80°43'31" WEST, 356.44 FEET; THENCE WESTERLY ALONG A CURVE CONCAVE SOUTHERLY WHOSE RADIUS IS 1560.00 FEET, WHOSE ARC LENGTH IS 452.15 FEET AND WHOSE CHORD BEARS NORTH 89°01'43" WEST, 450.57 FEET TO THE WEST LINE OF SAID SOUTH HALF OF THE NORTHEAST QUARTER; THENCE NORTH 00°35'58" EAST ALONG SAID WEST LINE, 507.62 FEET; THENCE SOUTH 89°38'41" EAST, 31.00 FEET; THENCE NORTH 05°50'13" EAST, 307.70 FEET; THENCE NORTH 10°57'47" WEST, 171.57 FEET; THENCE NORTH 02°33'13" EAST, 111.56 FEET; THENCE SOUTH 88°07'48" WEST, 28.53 FEET TO THE NORTHWEST CORNER OF SAID SOUTH HALF OF THE NORTHEAST QUARTER; THENCE NORTH 82°51'12" EAST ALONG THE NORTH LINE OF SAID SOUTH HALF OF THE NORTHEAST QUARTER, 1384.56 FEET; THENCE SOUTH 00°28'16" WEST, 350.00 FEET; THENCE NORTH 82°51'12" EAST, 1245.00 FEET TO THE EAST LINE OF SAID SOUTH HALF OF THE NORTHEAST QUARTER; THENCE SOUTH 00°28'16" WEST ALONG SAID EAST LINE, 969.36 FEET TO THE POINT OF BEGINNING AND CONTAINING 65.24 ACRES (2,842,026 SQUARE FEET).

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 September 26, 2016, this Commission held a duly-noticed hearing to consider the application for Comprehensive Plan Amendment (CPA-002900-2015);

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

SECTION 1. The request for a change in the land use designation from High Density Residential (HD) to Single Family Residential (SF) for approximately 36 acres and from Office (OF) to Medium Density Residential (MD) for approximately 29 acres at the northwest corner of EP True Parkway and 88th Street, is recommended to the City Council for approval.

PASSED AND ADOPTED on September 26, 2016.



Craig Erickson, Chairperson
Plan and Zoning Commission

ATTEST:



Recording Secretary

I HEREBY CERTIFY that the foregoing resolution was duly adopted by the Plan and Zoning Commission of the City of West Des Moines, Iowa, at a regular meeting held on September 26, 2016, by the following vote:

AYES: Andersen, Brown, Costa, Erickson, Hatfield

NAYS: -0-

ABSTENTIONS: -0-

ABSENT: Crowley, Southworth

ATTEST:



Recording Secretary

RESOLUTION NO. PZC-16-057

A RESOLUTION OF THE PLAN AND ZONING COMMISSION OF THE CITY OF WEST DES MOINES, RECOMMENDING TO THE CITY COUNCIL THAT IT APPROVE THE REZONING REQUEST (ZC-002901-2015) FOR THE PURPOSE OF REZONING APPROXIMATELY 65 ACRES OF PROPERTY LOCATED AT THE NORTHWEST CORNER OF EP TRUE PARKWAY AND 88TH STREET

WHEREAS, pursuant to the provisions of Title 9, Chapter 1 et seq, of the West Des Moines Municipal Code, the applicant, Hubbell Realty Company, in cooperation with the property owner, Interchange Partners, LLC, has requested approval of a Rezoning Request for that property located at the northwest corner of EP True Parkway and 88th Street to amend the Zoning Map and designate approximately 65 acres as Della Vita Planned Unit Development (PUD);

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 September 26, 2016, this Commission held a duly-noticed hearing to consider the application for the Rezoning Request (ZC-002901-2015);

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

SECTION 1. The findings, for approval, in the staff report, dated September 26, 2016, or as amended orally at the Plan and Zoning Commission hearing of September 26, 2016, are adopted.

SECTION 2. REZONING REQUEST (ZC-002901-2015) to designate approximately 65 acres as Della Vita Planned Unit Development (PUD) is recommended to the City Council for approval, subject to compliance with all the conditions in the staff report, dated September 26, 2016, including conditions added at the Hearing, and attached hereto as Exhibit "A", if any. Violation of any such conditions shall be grounds for revocation of the permit, as well as any other remedy which is available to the City.

PASSED AND ADOPTED on September 26, 2016.


Craig Erickson, 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 September 26, 2016, by the following vote:

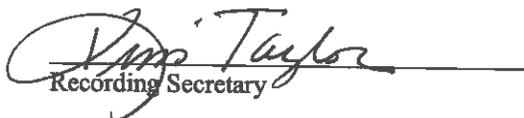
AYES: Andersen, Brown, Costa, Erickson, Hatfield

NAYS: -0-

ABSTENTIONS: -0-

ABSENT: Crowley, Southworth

ATTEST:


Karin Taylor
Recording Secretary

**Exhibit A
Conditions of Approval**

No Conditions of Approval

Della Vita



1: 5,823

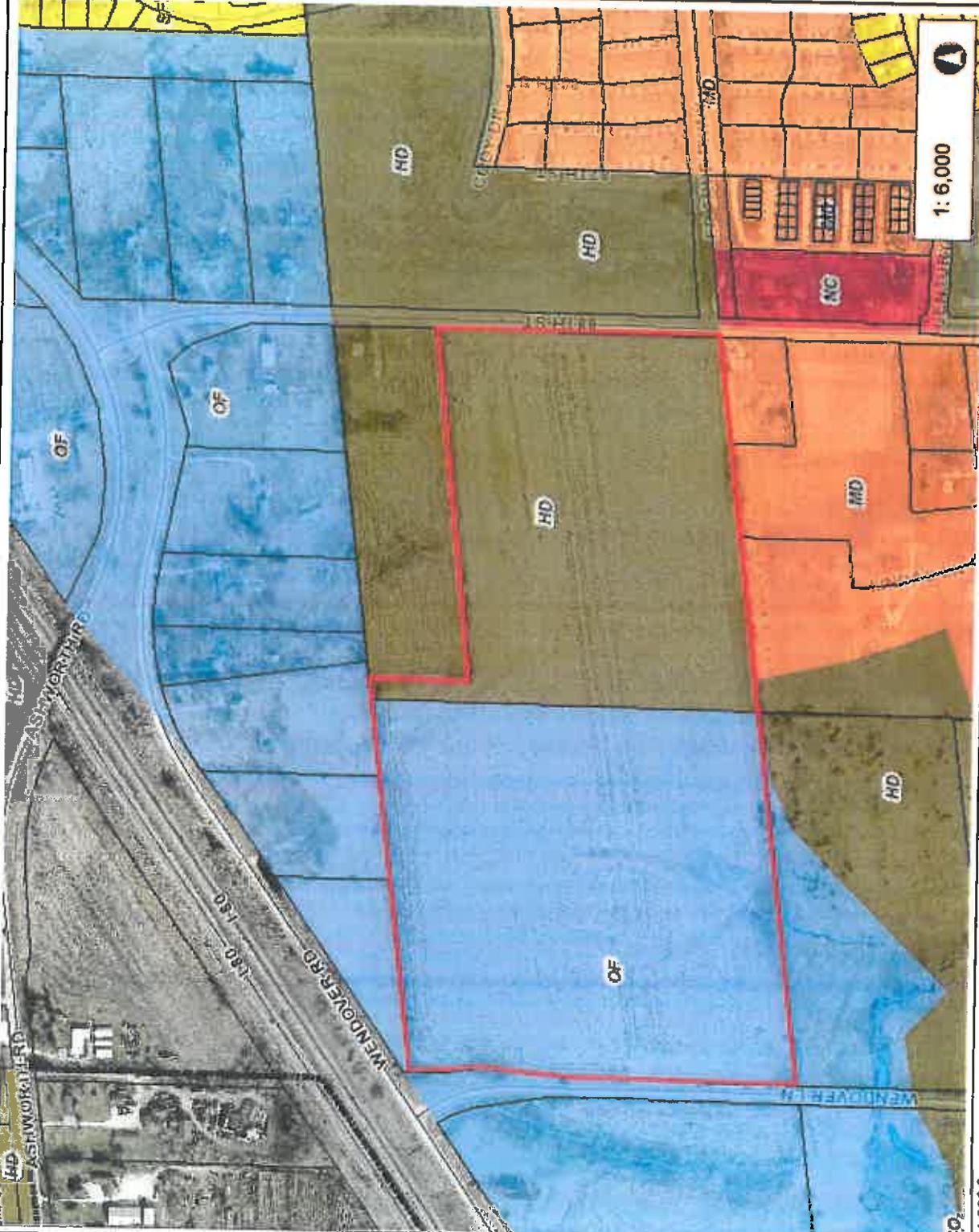
970.5 0 485.26 970.5 Feet

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

NAD_1983_StatePlane_Iowa_South_FIPS_1402_Feet
 © City of West Des Moines, Iowa

Comprehensive Plan Land Use Map

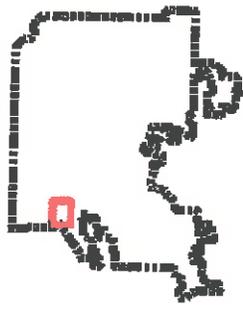


1: 6,000



Legend

- Parcels
- Comprehensive Plan Land Use**
 - OS: Open Space
 - PG: Parks & Greenways
 - LD: Low Density Residential
 - SF: Single Family Residential
 - MD: Medium Density Residential
 - HD: High Density Residential
 - MF: Manufactured Homes
 - MU: Mixed Use
 - RC: Regional Commercial
 - TCC: Town Center Commercial
 - CMC: Community Commercial
 - SO: Support Offices
 - NC: Neighborhood Commercial
 - SC: Support Commercial
 - HC: Highway Commercial
 - CVC: Convenience Commercial
 - VJ SC: Valley Junction Commercial
 - HBC: Historic Business
 - OF: Office
 - GI: General Industrial
 - LI: Light Industrial
 - BP: Business Park
 - WR: Warehouse/Retail
- Parks
- Greenways



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

NAD_1983_StatePlane_Iowa_South_FIPS_1402_Feet
 © City of West Des Moines, Iowa

Portz, Brian

From: Steve Alexander <alexlink@dwx.com>
Sent: Saturday, September 24, 2016 12:56 PM
To: Portz, Brian
Cc: Tragesser, Kara; Marianne Alexander
Subject: Della Vita ...WDM P&Z meeting Mon 9-26-16

Importance: High

WDM Plan & Zoning Commission; Della Vita

RE: Public hearing Mon 9-26-2016 , request to enter in the meeting records.

Objection to Hubbell Realty Request to amend comprehensive plan land use in area of 88th street, EP True, and Wendover Rd, West Des Moines.

Based on a requested change by Hubbell to route a future extension of Aspen Rd west of 88th Street, as discussed with Ben-WDM engineer, and a drawing showing significant encroachment into several acreages fronting Wendover RD with a Hubbell proposed cul de sac , we adamantly object to and will resist this Aspen road extension as proposed.

We do , however, see no present objection to the initial plan by WDM engineers to extend Aspen along the southern property lines of our acreage.

We strongly urge the Commission to reject the variance (?) requested by Hubbell Realty.

Several neighbors we spoke with feel the same and we are encouraging them to speak out as well.

Respectfully,
Steve & Marianne Alexander
9092 Wendover RD
West Des Moines, Ia 50266
SA ph 515-240-0955
MA ph 515-314-4626

Prepared by: B. Portz, Development Services Dept., PO Box 65320 West Des Moines IA 50265-0320 (515) 273-0770
When Recorded, Return to: City Clerk, City of West Des Moines, P.O. Box 65320, West Des Moines, IA 50265-0320

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST DES MOINES APPROVING THE COMPREHENSIVE PLAN AMENDMENT (CPA-002900-2015) TO AMEND THE COMPREHENSIVE PLAN LAND USE MAP FOR APPROXIMATELY 36 ACRES FROM HIGH DENSITY RESIDENTIAL (HD) TO SINGLE FAMILY RESIDENTIAL (SF) AND APPROXIMATELY 29 ACRES FROM OFFICE (OF) TO MEDIUM DENSITY RESIDENTIAL (MD)

WHEREAS, the applicant, Hubbell Realty Company, in cooperation with the property owner, Interchange Partners, LLC, has requested an amendment to the Comprehensive Plan Land Use Map (CPA-002900-2015) to change the land use designation of approximately 36 acres on the eastern portion of the property from High Density Residential (HD) to Single Family Residential (SF) and approximately 29 acres on the western portion of the property from Office (OF) to Medium Density Residential (MD), located within part of the area legally described as:

LEGAL DESCRIPTION

A PART OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SOUTH HALF OF THE NORTHEAST QUARTER; THENCE SOUTH 82°56'46" WEST ALONG THE SOUTH LINE OF SAID SOUTH HALF OF THE NORTHEAST QUARTER, 1315.53 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 10; THENCE SOUTH 82°47'26" WEST ALONG SAID SOUTH LINE, 89.76 FEET; THENCE WESTERLY ALONG A CURVE CONCAVE NORTHERLY WHOSE RADIUS IS 1440.00 FEET, WHOSE ARC LENGTH IS 414.30 FEET AND WHOSE CHORD BEARS NORTH 88°58'02" WEST, 412.87 FEET; THENCE NORTH 80°43'31" WEST, 356.44 FEET; THENCE WESTERLY ALONG A CURVE CONCAVE SOUTHERLY WHOSE RADIUS IS 1560.00 FEET, WHOSE ARC LENGTH IS 452.15 FEET AND WHOSE CHORD BEARS NORTH 89°01'43" WEST, 450.57 FEET TO THE WEST LINE OF SAID SOUTH HALF OF THE NORTHEAST QUARTER; THENCE NORTH 00°35'58" EAST ALONG SAID WEST LINE, 507.62 FEET; THENCE SOUTH 89°38'41" EAST, 31.00 FEET; THENCE NORTH 05°50'13" EAST, 307.70 FEET; THENCE NORTH 10°57'47" WEST, 171.57 FEET; THENCE NORTH 02°33'13" EAST, 111.56 FEET; THENCE SOUTH 88°07'48" WEST, 28.53 FEET TO THE NORTHWEST CORNER OF SAID SOUTH HALF OF THE NORTHEAST QUARTER; THENCE NORTH 82°51'12" EAST ALONG THE NORTH LINE OF SAID SOUTH HALF OF THE NORTHEAST QUARTER, 1384.56 FEET; THENCE SOUTH 00°28'16" WEST, 350.00 FEET; THENCE NORTH 82°51'12" EAST, 1245.00 FEET TO THE EAST LINE OF SAID SOUTH HALF OF THE NORTHEAST QUARTER; THENCE SOUTH 00°28'16" WEST ALONG SAID EAST LINE, 969.36 FEET TO THE POINT OF BEGINNING AND CONTAINING 65.24 ACRES (2,842,026 SQUARE FEET).

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 September 26, 2016, the Plan and Zoning Commission did recommend the City Council approve the Comprehensive Plan Amendment (CPA-002900-2015);

WHEREAS, on October 3, 2016, this City Council held a duly-noticed public hearing to consider the application for Comprehensive Plan Amendment (CPA-002900-2015);

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA DOES HEREBY FIND AND RESOLVE AS FOLLOWS:

SECTION 1. The findings as stated in the staff report, dated October 3, 2016, or as amended orally at the City Council hearing of October 3, 2016, are adopted.

SECTION 2. The amendment of the Comprehensive Plan Land Use Map as described above is hereby adopted.

PASSED AND ADOPTED on October 3, 2016.

Steven K. Gaer, Mayor

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 October 3, 2016, by the following vote:

ATTEST:

Ryan T. Jacobson
City Clerk

Prepared by: B. Portz, Development Services, City of West Des Moines, PO Box 65320, West Des Moines, IA 50265
Return To: City Clerk, City of West Des Moines, P.O. Box 65320, West Des Moines, IA 50265
Tax Statement: Not Applicable

ORDINANCE # _____

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP AND THE CITY CODE OF THE CITY OF WEST DES MOINES, IOWA, 2014, BY AMENDING TITLE 9, ZONING, CHAPTER 9, PLANNED UNIT DEVELOPMENT DISTRICT, PERTAINING TO P.U.D. (PLANNED UNIT DEVELOPMENT) DISTRICT REGULATIONS AND GUIDELINES.

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

SECTION 1. AMENDMENT: Amend the Zoning Map of the City of West Des Moines, Iowa, by adding the following legally described property from "Unzoned" to Della Vita Planned Unit Development (PUD) of West Des Moines, Iowa:

Legal Description

A PART OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SOUTH HALF OF THE NORTHEAST QUARTER; THENCE SOUTH 82°56'46" WEST ALONG THE SOUTH LINE OF SAID SOUTH HALF OF THE NORTHEAST QUARTER, 1315.53 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 10; THENCE SOUTH 82°47'26" WEST ALONG SAID SOUTH LINE, 89.76 FEET; THENCE WESTERLY ALONG A CURVE CONCAVE NORTHERLY WHOSE RADIUS IS 1440.00 FEET, WHOSE ARC LENGTH IS 414.30 FEET AND WHOSE CHORD BEARS NORTH 88°58'02" WEST, 412.87 FEET; THENCE NORTH 80°43'31" WEST, 356.44 FEET; THENCE WESTERLY ALONG A CURVE CONCAVE SOUTHERLY WHOSE RADIUS IS 1560.00 FEET, WHOSE ARC LENGTH IS 452.15 FEET AND WHOSE CHORD BEARS NORTH 89°01'43" WEST, 450.57 FEET TO THE WEST LINE OF SAID SOUTH HALF OF THE NORTHEAST QUARTER; THENCE NORTH 00°35'58" EAST ALONG SAID WEST LINE, 507.62 FEET; THENCE SOUTH 89°38'41" EAST, 31.00 FEET; THENCE NORTH 05°50'13" EAST, 307.70 FEET; THENCE NORTH 10°57'47" WEST, 171.57 FEET; THENCE NORTH 02°33'13" EAST, 111.56 FEET; THENCE SOUTH 88°07'48" WEST, 28.53 FEET TO THE NORTHWEST CORNER OF SAID SOUTH HALF OF THE NORTHEAST QUARTER; THENCE NORTH 82°51'12" EAST ALONG THE NORTH LINE OF SAID SOUTH HALF OF THE NORTHEAST QUARTER, 1384.56 FEET; THENCE SOUTH 00°28'16" WEST, 350.00 FEET; THENCE NORTH 82°51'12" EAST, 1245.00 FEET TO THE EAST LINE OF SAID SOUTH HALF OF THE NORTHEAST QUARTER; THENCE SOUTH 00°28'16" WEST ALONG SAID EAST LINE, 969.36 FEET TO THE POINT OF BEGINNING AND CONTAINING 65.24 ACRES (2,842,026 SQUARE FEET).

SECTION 2. SKETCH PLAN: Attached hereto and made a part of this rezoning approval, for concept description and delineation is the Sketch Plan document for the Della Vita PUD marked Exhibit "A". Wherever conflict occurs between the written text in this document and the notations on the Sketch Plan, the written text shall prevail. The Sketch Plan is a graphic representation of the property included in the PUD delineating the approximate location and configuration of the Parcels for the purpose of easier reference for the applicable regulations of this Ordinance.

SECTION 3. REQUIRED PLANS: Prior to or in conjunction with development or transfer of ownership of any portion of the property covered by this PUD, the following plans shall be required:

- A. Preliminary Plat and Final Plat: The area included within the PUD shall be platted in accordance with the City's Subdivision Ordinance. Parcels identified on a plat as Outlots shall be unbuildable until such time that the Outlot is re-platted into a developable lot via the Preliminary and Final Platting processes.
- B. Site Plan: Prior to the development of Parcel B within the PUD, site plan approval shall be granted by the appropriate approval body through the development process.

SECTION 4. CONDITIONS: Whereas, Title 9, Chapter 9, PUD Planned Unit Development District of the City Code, establishes certain regulations and guidelines pertaining to accompanying information required on plat and site plan documents. Now, therefore, the following conditions, restrictions, and regulations are adopted as part of this approval:

- A. General Conditions: In addition to the PUD Sketch Plan Map, the following general development criteria shall be integrated into and made a part of this planned unit development.
 - 1. General Conformance To Subdivision Ordinance: All subdivisions, public and private streets, public or private street rights-of-way and general development shall adhere to the standards and design criteria set forth in the West Des Moines Subdivision Ordinance and/or established City policies pertaining thereto, unless otherwise stated within this Ordinance.
 - 2. General Conformance to Zoning Ordinance: Unless otherwise specified herein, the development of the Della Vita PUD shall comply with the provisions of the West Des Moines Zoning Ordinance.
 - 3. Flood Hazard: In all areas within a 100-year frequency flood hazard zone, or adjoining drainage ways, and detention ponding areas involving potential flood hazards, no building shall be erected which has a lowest level floor, including basements, less than one foot (1') above the determined level of the 100-year frequency flood event. Buildings shall not be permitted within twenty five feet (25') of any easement or property boundary of a major drainage way, storm water detention basin or pond unless said location is approved as part of the development entitlement by the city council and said building is structurally designed accordingly.
 - 4. Developer Responsibilities: The Developer, their successors and/or assigns, if any, shall pay all planning, engineering, and construction costs for the development of the planned unit development, as required by this Ordinance and approved site plans and the cost of all streets, storm sewers, sanitary sewers, drainageway improvements, detention basins, water mains, buffers and other improvements as required for rights-of-way or public easements within the Della Vita PUD, unless otherwise approved by the City Council.
 - 6. Sanitary Sewer: Any proposed change in approved land use densities for the PUD will require an analysis of the downstream sanitary sewer capacity to assure that adequate capacity is available for the proposed change in approved land use densities.
 - 7. Street Lighting: The Developer shall be responsible for all costs associated with the installation of public street lights within or adjacent to any area proposed to be platted or included within a development.
 - 8. Mailboxes: The Developer shall be responsible for installation of any required Cluster Box Units (CBUs / mailboxes) as per the local U.S. Postal Service Post Office.
 - 9. Parking requirements: Number of parking stalls to be provided shall be compliant with City Code, Title 9, Chapter 15. For any residential dwelling intended as owner occupied and/or for which a condominium

regime is established, a minimum of one (1) of the required spaces for each unit shall be as an enclosed parking space. This parking space shall be a minimum of 19' x 9' and may be designed as a free standing garage, attached garage or multiple garage spaces within an enclosure. A specific covered parking space shall be designated for and legally tied to each dwelling unit. The covered space must be for the exclusive use of the occupant of the dwelling unit and cannot be rented or purchased by a 3rd party, even if the dwelling unit is rented.

SECTION 5. PARKLAND DEDICATION: An area of land calculated by a set formula based upon the density (total number of dwelling units) of the proposed development is required to be dedicated for purposes of a public park and greenway as per city code. A Parkland Dedication Agreement, acceptable to the Parks and Recreation Department, detailing the specifics related to the Parkland Dedication requirements for the development of any area contained within the PUD is required prior to the Della Vita Final Plat being approved.

SECTION 6. MASTER PROPERTY OWNERS ASSOCIATION: If deemed applicable, proper action shall be taken to establish a master property owners association. The Della Vita property owners association shall be responsible for the ongoing upkeep and maintenance of any privately owned common grounds such as the buffer parks, storm water detention facilities, greenways, plazas and other common space, as outlined in the association documents and any other specific development improvements noted as their responsibility in this ordinance.

SECTION 7. LAND USE DESIGN CRITERIA: In addition to the general criteria as stated above, the following land use regulations, development standards, and design criteria shall apply to the development of all areas designated on the Sketch Plan:

- A. Parcel A: All general use regulations and provisions set forth in Title 9, Zoning of the West Des Moines City Code for Single Family Residential (R-1) zoning district shall apply to Parcel A as identified on the PUD sketch (Exhibit A), unless noted otherwise in this ordinance.
- B. Parcel B: All general use regulations and provisions set forth in Title 9, Zoning of the West Des Moines City Code for Medium Density Residential (RM-12) zoning district shall apply to Parcel B as identified on the PUD sketch (Exhibit A), unless noted otherwise in this ordinance.
 1. Density: Based on the PUD sketch (Exhibit A) submitted by the applicant, the density for Parcel B shall not exceed 150 dwelling units.
 2. Building Setbacks: Setbacks for Parcel B shall be as follows:
 - a. Perimeter Setback (to adjacent properties and public street right-of-way): 35' Covered porches, decks, patios, etc. shall not encroach into the required perimeter setback.
 - b. Front Yard Setback (adjacent to private streets): 25' from the face of the garage to the curb of the private street or sidewalk if such is provided, whichever is closer. Porches, decks or patios are allowed to encroach up to 8' into the 25' front yard setback.
 - c. Side Yard Setback (adjacent to private streets): 15' to curb of private streets, if no driveway is present; no porches, decks or patios can encroach into the 15' side yard setback.
 - d. The required 35' perimeter building setback and the required landscape buffers are allowed to overlap.
 3. Building Separation:
 - a. For detached townhomes and 2 story attached townhomes with 4 units or less, there shall be a minimum building separation of 14' between buildings or outdoor spaces (patios, decks, etc.), if such is provided.
 - b. For 2 story attached townhomes with more than 4 units per building or 3 story or greater attached townhomes with 4 units or less, there shall be a minimum building separation of 20' between buildings or outdoor spaces (patios, decks, etc.), if such is provided.
 - c. For 3 story or greater attached townhomes with more than 4 units per building, there shall be a minimum building separation of 30' between buildings or outdoor spaces (patios, decks, etc.), if such is provided.

SECTION 8. ARCHITECTURE: The intent is to create building façades throughout this development that are varied and articulated to provide visual interest. Building design shall accomplish this by careful attention to exterior building materials and details, use of windows and doors, and change in building mass and roof forms. Materials, trim and details used on the front façade shall be continued around all sides of the building, however, the level of detail can be reduced on the facades not visible from a street (public or private) or adjacent property surrounding the development.

Building design should use materials such as brick, stone, stucco, lap siding or shakes, decorative trim or similar combination of material which represents a variation of architectural styles or elements. Use of natural materials is encouraged, composite materials such as fiber cement and wood composites are appropriate substitutions. Vinyl siding may be used only with appropriately scaled trim. Changes in materials should be aligned with changes in plan or roof form to emphasize these changes in building mass. Trim and structural elements such as posts or columns shall be sized to the scale of the building and detailed appropriately to the style. When used, masonry materials shall start and stop at change in wall plane or wrap corners a minimum of two (2) feet to give authenticity to the material. Fenestration (door and window openings) shall be sized to the scale of the building and be compatible to the chosen architectural style.

Garage doors shall not be the predominate feature of the front facade. Garage doors facing the street shall be setback so as to minimize the dominance of their appearance and provide adequate space between the street or sidewalk and the garage to accommodate additional parking. Entrances into buildings should be easily identified through the use of building design and detailing. Projected or recessed entryways, porches or extended rooflines along with changes in building material are examples that can create this effect.

Detached garages or accessory structures should be clad in the same materials and incorporate similar architectural details of the primary buildings with the use of roof forms, windows, doors and other facade detailing.

~~Single Family Residential (Parcel A): Any single family dwelling with a garage which projects in front of the front façade equal to or greater than six (6) feet will be required to provide a minimum five (5) foot deep covered front porch, or stoop with a width that extends across the entire distance of the non-garage front façade. Any single family dwelling with a garage which projects less than six (6) feet or is recessed behind the front façade does not need to meet this requirement.~~

Medium Density Residential Units (Parcel B): Building design shall incorporate additional strategies to lessen the plainness of appearance which can be characteristic of large residential buildings. Building design shall incorporate changes that break up the building into modules which reflect the individual dwelling units within the building. These strategies include:

1. Facade modulation - stepping back or extending forward a portions of the building footprint and varying wall heights. Designs that are repetitive in form should be avoided.
2. Changing the roof form and incorporation of dormers, stepped roofs, gables, or other roof elements - organized with the changes in plan or to identify individual dwelling units
3. Building form, details and materials should provide unique treatment of the individual units, but still maintain the cohesive design of the development.
4. Door or window openings shall be included on all sides of the building in sufficient number and size to visually break up blank building walls.

Building design shall incorporate brick or stone in a percentage that provides a strong visual presence, primarily on the base (lowest) story of the building. Siding, shakes and stucco can encompass the remaining area, combining a variety of colors and textures along with trim and details to provide visual interest within the development. Use of natural materials is encouraged, composite materials such as fiber cement and wood composites are appropriate substitutions. Vinyl siding may be used only with appropriately scaled trim.

Garage doors facing the street should be set back to minimize the dominance of their appearance or staggered across the building façade to create opportunities for individuality of the dwelling units. If the garages project more than six (6) feet in front of the front façade, one or more design strategies noted below to mitigate the dominant appearance of the garage shall be implemented:

1. Limiting the building size to no more than 4 attached dwelling units
2. Providing side entry garages for the end units of a building
3. Enhanced garage facade design such as the addition of engaged columns, secondary roof forms or decorative garage doors.

SECTION 9. LANDSCAPING: Buffering between districts or parcels and uses shall be required as set forth in Title 9, Chapter 5 and Chapter 19 of the Zoning Ordinance, except as noted otherwise in this Ordinance.

1. Landscape buffers shall be required along 88th Street on the east, and EP True Parkway on the south and on the north side of the medium density (RM-12) designated portion of the Della Vita PUD. If, at the time of platting, single-family homes still exist to the north of the RM-12 portion of the property, a 30' buffer shall be required along the northern boundary. The buffer park will not be required in the event the abutting property owner(s) to the north of the RM-12 portion of the property provide(s) a written covenant to waive the requirement. In addition, a buffer shall be required between the single family, R-1 designated lots and the medium density, RM-12 designated lot(s) within the Della Vita PUD. The required buffer between the two zoning districts shall be located entirely on Parcel B.
2. Buffers required under the provisions of this section or elsewhere in this title shall be accomplished by any one of the following methods:
 - a. Sixty Foot Buffer: A landscaped and earthen bermed area of not less than sixty feet (60') in width comprised of landscape plantings consisting of the equivalent of one (1) overstory or upright evergreen tree and three (3) shrubs for every thirty-five (35) linear feet of buffer.
 - b. Thirty Foot Buffer: A landscaped and earthen bermed area of not less than thirty feet (30') in width comprised of landscape plantings consisting of the equivalent of one (1) overstory or upright evergreen tree, two (2) understory trees and six (6) shrubs for every thirty-five (35) linear feet of buffer.

A minimum of 50% of the required number of trees shall be evergreen. At the time of planting, overstory trees shall have a minimum trunk diameter of 2"; understory trees shall have a minimum trunk diameter of 1½"; and evergreens shall be a minimum of 6' in height. Shrub height at time of planting varies according to the anticipated mature size of the plant. In general, the taller the shrub at maturity the larger the plant size at time of planting. The location of the required landscaping (trees, shrubs, etc.) may be planted in any location within the buffer area.

3. The required 35' perimeter building setback for Parcel B and the required landscape buffers are allowed to overlap.
4. Rear yard setbacks for single family lots are measured from the interior boundary of the buffer.
5. Trees that will encroach into any vehicle or pedestrian use area or travel lane shall be of a variety that will accommodate pruning to allow for the minimum clearance height (fourteen feet (14') over vehicle travel lanes; eight feet (8') over pedestrian travel lanes) without adversely affecting the overall natural shape of the variety. Maintaining trees to these clearance levels is the responsibility of the property owner.
6. Trees shall not be planted closer than five feet (5') to a sidewalk as measured from the center of the tree or shrub base.
7. No vegetation which obstructs visibility shall be located within the site triangle of intersecting streets and drives.

SECTION 10. SIGNAGE REGULATIONS: Signage shall comply with all provisions and standards of Title 9, Chapter 18 of the West Des Moines City Code for the respective zoning district in which the sign is located. Under the authority of the City's Fire Marshal, Development Directory Boards may be required for Parcel B. Said boards shall be of a design as specified by the Fire Marshal and shall be located on private property outside of public street rights-of-way and utility easements. Directory boards shall be in place prior to the issuance of the first occupancy permit, including temporary occupancy permits for any dwelling within Parcel B.

SECTION 11. STORM WATER MANAGEMENT: Specific Storm Water Management Plans will be required with the development of each parcel. The Developer will have said specific Storm Water Management Plans prepared by a Professional Engineer licensed in the State of Iowa, in conjunction with the submittal of a specific development proposal for any portion of property included within the PUD. All specific Storm Water Management Plans shall

comply with the City's current design standards for storm water management. The method of storm water management and the storm water conveyance system shall be determined prior to City approval of any development proposal.

At time of platting or site development (whichever is more applicable to knowledge of storm water detention measures), ownership and repair and maintenance responsibility for all storm water detention areas and private storm water detention outlet structures will need to be established through the execution of a Storm Water Facility Maintenance Agreement.

SECTION 12. PUBLIC IMPROVEMENTS AND RIGHT-OF-WAY DEDICATION: The developer of each parcel shall be responsible for constructing and/or installing the public infrastructure necessary to support development within the subdivision in a manner that will assure that the public infrastructure functions at an acceptable level of service (per the City's Comprehensive Plan) and that it complies with all City Ordinances. At the time of subdivision platting into developable lots, the subdivider shall construct, provide the necessary surety or city acceptable agreements to provide for the construction and/or installation of all required public infrastructure improvements in accordance with the City's Subdivision Ordinance.

SECTION 13. TRAFFIC REPORTS: A Traffic Impact Study (Traffic Report) dated December 29, 2015, has been prepared by the City of West Des Moines for the Della Vita development. The Traffic Report caps the traffic generated from all property within this PUD at 3,369 average daily trips, with 259 AM peak hour trips and 322 PM peak hour trips. The Traffic Report, along with previous studies for the area, outlines the ultimate geometry for the major roadways in the vicinity of the Della Vita development. Prior to, or in conjunction with the development of any parcel, or portion of a parcel, the Developer shall have the traffic report reviewed by the City's traffic consultant to ensure that the provisions and assumptions of the original traffic report are still valid and applicable.

SECTION 14. SAVINGS CLAUSE: If any section, provision, sentence, clause, phrase or part of the Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any provision, section, subsection, sentence, clause, phrase or part hereof not adjudged invalid or unconstitutional.

SECTION 15. EFFECTIVE DATE: This Ordinance shall be in full force and effect after its passage, approval and publication as provided by law.

Passed and approved by the City Council on this ____ day of _____, 2016.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

I certify that the foregoing was published as Ordinance No. ____ on the ____ day of _____, 2016.

Ryan T. Jacobson, City Clerk

OWNER
 INTERCHANGE PARTNERS, LLC
 1708 SOUTH 4TH STREET
 WEST DES MOINES, IOWA 50265

APPLICANT
 HUBBELL REALTY COMPANY
 6900 WESTOWN PARKWAY
 WEST DES MOINES, IOWA 50266

ENGINEER / SURVEYOR
 CIVIL DESIGN ADVANTAGE, LLC
 3405 S.E. CROSSROADS DRIVE, SUITE G
 GRIMES, IOWA 50111
 PH: 515-369-4400

ZONING
 EXISTING: UNZONED
 PROPOSED: R-1 AND RM

BULK REGULATIONS

PARCEL A
 UNDERLYING ZONING: SINGLE FAMILY RESIDENTIAL (R-1)
 MIN. LOT WIDTH: 60'
 FRONT SETBACK: 30'
 SIDE SETBACK: 15' TOTAL (7' MIN.)
 REAR SETBACK: 35'
 MIN. LOT SIZE: 7,500 SF
 LAND USE DENSITY: 1.1 TO 6.0 DU/ACRE

PARCEL B
 UNDERLYING ZONING: MEDIUM DENSITY RESIDENTIAL (RM)
 PERMETER SETBACK: 35'
 BUILDING SEPARATION: 14' MIN.
 LAND USE DENSITY: 12 DU/ACRE MAX.

COMPREHENSIVE PLAN LAND USE

EXISTING: OF - OFFICE (WEST)
 HD - HIGH DENSITY RESIDENTIAL (EAST)
 MD - MEDIUM DENSITY RESIDENTIAL
 SF - SINGLE FAMILY

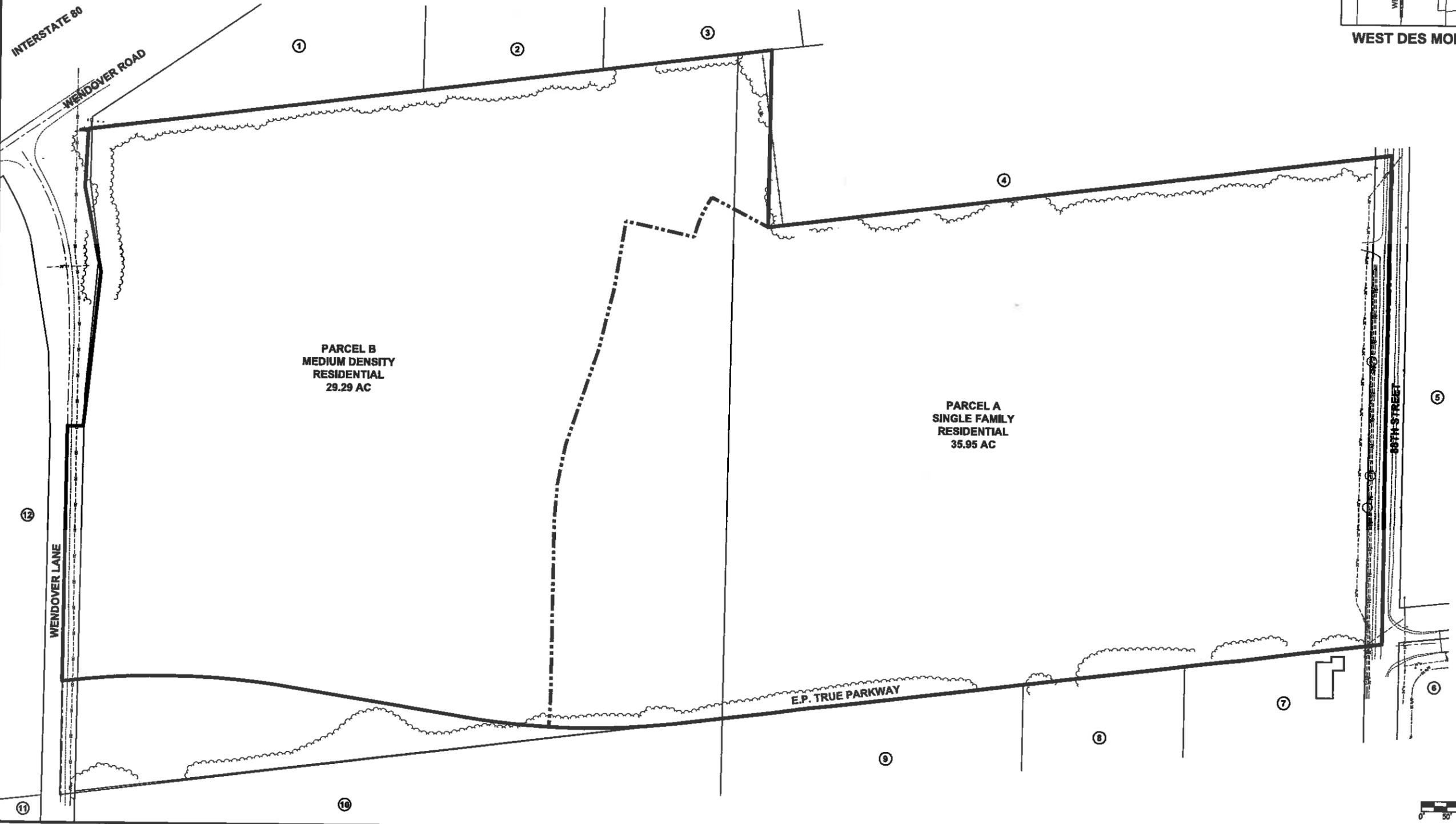
PROPOSED: OF - OFFICE (WEST)
 HD - HIGH DENSITY RESIDENTIAL (EAST)
 MD - MEDIUM DENSITY RESIDENTIAL
 SF - SINGLE FAMILY

- ADJACENT PROPERTY**
- STOTTEMYER, JAMES F & BONNIE L JTRS
 ZONING: UNZONED
 COMP PLAN: OFFICE
 - STOTTEMYER, JAMES F & BONNIE L JTRS
 ZONING: UNZONED
 COMP PLAN: OFFICE
 - WILLIAMS, JARED B & JOLEE A JTRS
 ZONING: UNZONED
 COMP PLAN: OFFICE
 - CAYLER, RONALD & NANCY JTRS
 ZONING: UNZONED
 COMP PLAN: HIGH DENSITY RESIDENTIAL
 - F & S ASSOCIATES, INC
 ZONING: R-1B
 COMP PLAN: HIGH DENSITY RESIDENTIAL
 - BO-COON LLC
 ZONING: PUD-BUSINESS & COMMERCIAL
 COMP PLAN: NEIGHBORHOOD COMMERCIAL
 - EASTVOLD, JEFFREY J
 ZONING: UNZONED
 COMP PLAN: MEDIUM DENSITY RESIDENTIAL
 - HOLMES, DORRELL GENE &
 ZONING: UNZONED
 COMP PLAN: MEDIUM DENSITY RESIDENTIAL
 - ROBEL, LINDA M 2010 TRUST U/A/D MAY13, 2010
 ROBEL, LINDA M, ASOA, AS TRUSTEE
 ZONING: UNZONED
 COMP PLAN: MEDIUM & HIGH DENSITY RESIDENTIAL
 - PAVILION PARK LC
 ZONING: UNZONED
 COMP PLAN: OFFICE & HIGH DENSITY RESIDENTIAL
 - PAVILION PARK LC
 ZONING: UNZONED
 COMP PLAN: OFFICE & HIGH DENSITY RESIDENTIAL
 - PAVILION PARK LC
 ZONING: UNZONED
 COMP PLAN: OFFICE

REZONING DESCRIPTION

A PART OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 7B NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SOUTH HALF OF THE NORTHEAST QUARTER; THENCE SOUTH 82°56'48" WEST ALONG THE SOUTH LINE OF SAID SOUTH HALF OF THE NORTHEAST QUARTER, 1315.53 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 10; THENCE SOUTH 82°47'28" WEST ALONG SAID SOUTH LINE, 89.78 FEET; THENCE WESTERLY ALONG A CURVE CONCAVE NORTHERLY WHOSE RADIUS IS 1440.00 FEET, WHOSE ARC LENGTH IS 414.30 FEET AND WHOSE CHORD BEARS NORTH 88°58'02" WEST, 412.87 FEET; THENCE NORTH 80°43'31" WEST, 356.44 FEET; THENCE WESTERLY ALONG A CURVE CONCAVE SOUTHERLY WHOSE RADIUS IS 1560.00 FEET, WHOSE ARC LENGTH IS 452.15 FEET AND WHOSE CHORD BEARS NORTH 89°01'43" WEST, 450.57 FEET TO THE WEST LINE OF SAID SOUTH HALF OF THE NORTHEAST QUARTER; THENCE NORTH 00°35'58" EAST ALONG SAID WEST LINE, 507.82 FEET; THENCE SOUTH 89°38'41" EAST, 31.00 FEET; THENCE NORTH 05°50'13" EAST, 307.70 FEET; THENCE NORTH 10°57'47" WEST, 171.57 FEET; THENCE NORTH 02°33'13" EAST, 111.56 FEET; THENCE SOUTH 89°07'48" WEST, 28.53 FEET TO THE NORTHWEST CORNER OF SAID SOUTH HALF OF THE NORTHEAST QUARTER; THENCE NORTH 82°51'12" EAST ALONG THE NORTH LINE OF SAID SOUTH HALF OF THE NORTHEAST QUARTER, 1364.58 FEET; THENCE SOUTH 00°28'18" WEST, 350.00 FEET; THENCE NORTH 82°51'12" EAST, 1245.00 FEET TO THE EAST LINE OF SAID SOUTH HALF OF THE NORTHEAST QUARTER; THENCE SOUTH 00°28'18" WEST ALONG SAID EAST LINE, 989.36 FEET TO THE POINT OF BEGINNING AND CONTAINING 65.24 ACRES (2,842,026 SQUARE FEET).



REVISIONS	DATE
FOURTH SUBMITTAL	06/28/16
THIRD SUBMITTAL	03/17/16
SECOND SUBMITTAL	02/26/16
FIRST SUBMITTAL	11/26/15

3405 S.E. CROSSROADS DRIVE, SUITE G
 GRIMES, IOWA 50111
 PHONE: (515) 369-4400 FAX: (515) 369-4410

TECH: ENH
 ENGINEER: ENH



DELLA VITA
 PUD REZONING / COMPREHENSIVE PLAN
 AMENDMENT SKETCH

WEST DES MOINES, IOWA

THIS PLAN WAS PREPARED BY CIVIL DESIGN ADVANTAGE, LLC. THE DATE OF THIS PLAN IS 06/28/16. THE DATE OF THE LAST REVISION IS 06/28/16.

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

6(c)

DATE: October 3, 2016

ITEM: Resolution – Conveyance of property to Mill Ridge Homes, LLC

FINANCIAL IMPACT: None

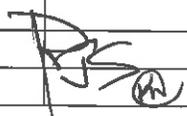
SYNOPSIS: On May 2, 2016 the West Des Moines City Council approved the vacation of public right-of-way that was platted as part of Corrected Michael’s Landing Plat 1 in Woodland Hills. Because the adjacent area was never developed, the vacated right-of-way was never used as a public street. Mill Ridge Homes, the successor to the previous owner of the property is now platting the property as Mill Ridge Plat 1. The company has requested that the City convey to it the vacated right-of-way in exchange for the Company’s dedication of property for public use as part of Mill Ridge Plat 1.

RECOMMENDATION:

Approve - Resolution approving the conveyance of property by quitclaim deed from the City of West Des Moines to Mill Ridge Homes, LLC.

Lead Staff Member: Richard J. Scieszinski, City Attorney

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

	Des Moines Register
Dates(s) Published	September 26, 2016

SUBCOMMITTEE REVIEW (if applicable) None

Committee	
Date Reviewed	
Recommendation	

RESOLUTION NO. _____

**RESOLUTION OPENING AND CLOSING PUBLIC HEARING AND APPROVING
CONVEYANCE OF PROPERTY TO MILL RIDGE HOMES, LLC**

WHEREAS, on May 2, 2016 the City of West Des Moines vacated by ordinance property previously dedicated as public right-of-way in Corrected Michaels Landing, Plat 1; and

WHEREAS, in conjunction with the re-platting of property necessary for the development of Mill Ridge Plat 1, Mill Ridge Homes, LLC, an Iowa limited liability company, has requested that it acquire a portion of the vacated public right-of-way for inclusion in Mill Ridge Plat 1; and

WHEREAS, the vacated right-of-way acquired by Mill Ridge Homes will constitute an area of property similar in size and/or value to the property previously dedicated by Mill Ridge Homes or its predecessor to the City of West Des Moines for use as public right-of-way in Corrected Michael's Landing Plat 1; and

WHEREAS, pursuant to Code of Iowa Sections 362.3 and 364.7, publication of notice for conveyance of the property from the City of West Des Moines to Mill Ridge Homes, LLC, attached hereto as Exhibit "B" has been made; and

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

WHEREAS, it is in the best interest of the City of West Des Moines to convey the property at no cost to, but in recognition of the dedication by Mill Ridge Homes or its predecessor to the City of West Des Moines of similar property for use as public right-of-way.

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

1. Pursuant to Code of Iowa Section 364.7, publication of notice regarding conveyance of the property legally-described on the attached Exhibit "A" has been properly made, and the public hearing regarding conveyance of the above legally-described property is closed.
2. Conveyance of the property legally-described on the attached Exhibit "A" from the City of West Des Moines to Mill Ridge Homes, LLC is approved.
3. The Mayor is authorized to sign a quitclaim deed conveying the property to Mill Ridge Homes and the City Clerk is directed to attest to the Mayor's signature.

PASSED AND APPROVED this 3rd day of October, 2016.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

Exhibit "A"

RIGHT OF WAY VACATION DESCRIPTIONS

PART OF STREET LOT 'F', CORRECTED MICHAEL'S LANDING PLAT 1, AN OFFICIAL PLAT IN THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF OUTLOT 'N', SAID CORRECTED MICHAEL'S LANDING PLAT 1; THENCE NORTHEASTERLY ALONG THE NORTH LINE OF SAID STREET LOT 'F' AND A CURVE CONCAVE NORTHWESTERLY WHOSE RADIUS IS 2515.00 FEET, WHOSE ARC LENGTH IS 76.36 FEET, AND WHOSE CHORD BEARS NORTH 88°09'51" EAST, 76.35 FEET; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE NORTHWESTERLY WHOSE RADIUS IS 25.00 FEET, WHOSE ARC LENGTH IS 16.16 FEET, AND WHOSE CHORD BEARS SOUTH 69°07'00" WEST, 15.88 FEET; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE NORTHWESTERLY WHOSE RADIUS IS 2520.00 FEET, WHOSE ARC LENGTH IS 197.23 FEET, AND WHOSE CHORD BEARS SOUTH 89°52'46" WEST, 197.18 FEET; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE NORTHEASTERLY WHOSE RADIUS IS 25.00 FEET, WHOSE ARC LENGTH IS 16.16 FEET, AND WHOSE CHORD BEARS NORTH 69°21'27" WEST, 15.88 FEET TO THE NORTH LINE OF SAID STREET LOT 'F'; THENCE SOUTHEASTERLY ALONG SAID NORTH LINE AND A CURVE CONCAVE NORTHEASTERLY WHOSE RADIUS IS 2515.00 FEET, WHOSE ARC LENGTH IS 150.60 FEET, AND WHOSE CHORD BEARS SOUTH 89°15'03" EAST, 150.58 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.02 ACRES (1,088 SQUARE FEET).

AND

PART OF STREET LOT 'F', CORRECTED MICHAEL'S LANDING PLAT 1, AN OFFICIAL PLAT IN THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF OUTLOT 'O', SAID CORRECTED MICHAEL'S LANDING PLAT 1; THENCE NORTHWESTERLY ALONG THE SOUTH LINE OF SAID STREET LOT 'F' AND A CURVE CONCAVE NORTHEASTERLY WHOSE RADIUS IS 2585.00 FEET, WHOSE ARC LENGTH IS 149.46 FEET, AND WHOSE CHORD BEARS NORTH 89°16'01" WEST, 149.43 FEET; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE SOUTHEASTERLY WHOSE RADIUS IS 25.00 FEET, WHOSE ARC LENGTH IS 16.02 FEET, AND WHOSE CHORD BEARS NORTH 73°42'21" EAST, 15.74 FEET; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE NORTHWESTERLY WHOSE RADIUS IS 2580.00 FEET, WHOSE ARC LENGTH IS 193.39 FEET, AND WHOSE CHORD BEARS NORTH 89°54'39" EAST, 193.35 FEET; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE SOUTHWESTERLY WHOSE RADIUS IS 25.00 FEET, WHOSE ARC LENGTH IS 16.02 FEET, AND WHOSE CHORD BEARS SOUTH 73°53'03" EAST, 15.74 FEET TO THE SOUTH LINE OF SAID STREET LOT 'F'; THENCE SOUTHWESTERLY ALONG SAID SOUTH LINE AND A CURVE CONCAVE NORTHWESTERLY WHOSE RADIUS IS 2585.00 FEET, WHOSE ARC LENGTH IS 74.20 FEET, AND WHOSE CHORD BEARS SOUTH 88°15'16" WEST, 74.19 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.02 ACRES (1,070 SQUARE FEET).

AND

STREET LOT 'I', CORRECTED MICHAEL'S LANDING PLAT 1, AN OFFICIAL PLAT IN THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA AND CONTAINING 1.02 ACRES (44,321 SQUARE FEET).

AND

Exhibit "A"

PART OF STREET LOT 'F', CORRECTED MICHAEL'S LANDING PLAT 1, AN OFFICIAL PLAT IN THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID STREET LOT 'F'; THENCE SOUTH 0°29'50" WEST ALONG THE EAST LINE OF SAID STREET LOT 'F', 101.41 FEET; THENCE NORTH 44°32'36" WEST, 70.66 FEET; THENCE SOUTHWESTERLY ALONG THE SOUTH LINE OF SAID STREET LOT 'F' AND A CURVE CONCAVE SOUTHEASTERLY WHOSE RADIUS IS 1465.00 FEET, WHOSE ARC LENGTH IS 169.64 FEET, AND WHOSE CHORD BEARS SOUTH 86°37'04" WEST, 169.54 FEET; THENCE SOUTH 83°18'02" WEST ALONG SAID SOUTH LINE, 892.95 FEET; THENCE SOUTHWESTERLY ALONG SAID SOUTH LINE AND A CURVE CONCAVE NORTHWESTERLY WHOSE RADIUS IS 2585.00 FEET, WHOSE ARC LENGTH IS 115.16 FEET, AND WHOSE CHORD BEARS SOUTH 84°34'36" WEST, 115.15 FEET; THENCE NORTH 0°37'08" EAST, 70.25 FEET TO THE NORTH LINE OF SAID STREET LOT 'F'; THENCE NORTHEASTERLY ALONG SAID NORTH LINE AND A CURVE CONCAVE NORTHWESTERLY WHOSE RADIUS IS 2515.00 FEET, WHOSE ARC LENGTH IS 106.21 FEET, AND WHOSE CHORD BEARS NORTH 84°30'37" EAST, 106.20 FEET; THENCE NORTH 83°18'02" EAST, 87.53 FEET; THENCE SOUTH 0°29'50" WEST ALONG SAID NORTH LINE, 35.28 FEET; THENCE NORTH 83°18'02" EAST ALONG SAID NORTH LINE, 1035.15 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.20 ACRES (52,256 SQUARE FEET).



AFFIDAVIT OF PUBLICATION

State of Iowa

County of Polk, ss.:

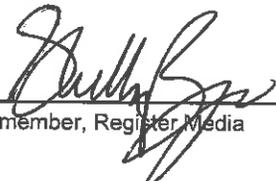
The undersigned, being first duly sworn on oath, states that The Des Moines Register and Tribune Company, a corporation duly organized and existing under the laws of the State of Iowa, with its principal place of business in Des Moines, Iowa, the publisher of

THE DES MOINES REGISTER

newspaper of general circulation printed and published in the City of Des Moines, Polk County, Iowa, and that an advertisement, a printed copy of which is attached as Exhibit "A" and made part of this affidavit, was printed and published in The Des Moines Register on the following dates:

Ad No.	Start Date:	Run Dates:	Cost:
0001603084	9/26/16	09/26/16	\$28.73

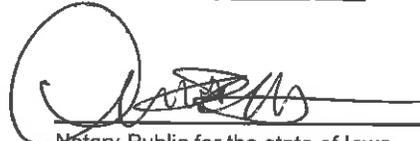
Copy of Advertisement
Exhibit "A"



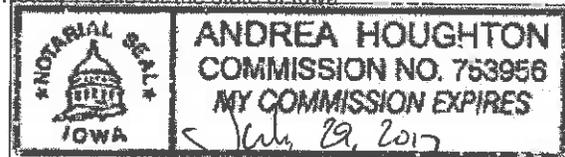
Staff member, Register Media

Subscribed and sworn to before me by said affiant this

26th day of September, 2016



Notary Public for the state of Iowa



NOTICE OF PUBLIC HEARING

The West Des Moines City Council will hold a public hearing at 5:35 p.m. on October 3, 2016 at the West Des Moines City Hall Council Chambers, 4200 Mills Civic Parkway, West Des Moines, Iowa to consider the conveyance to Mill Ridge Homes, LLC of the property legally described as:

PARTS OF STREET LOT "F"
C O M P R I S I N G
APPROXIMATELY 54,414 S.F.
AND ALL OF STREET LOT "I",
CORRECTED MICHAEL'S
LANDING PLAT 1, AN OFFICIAL
PLAT IN THE CITY OF WEST
DES MOINES, DALLAS COUNTY,
IOWA.

In exchange for property to be dedicated to the City West Des Moines in conjunction with the platting of Mill Ridge Plat 1, an official plat of the City of West Des Moines, Dallas County, Iowa.

Any interested person may appear at the hearing and be heard regarding the proposed sale and conveyance of the property. A detailed location map showing the property may be obtained at the West Des Moines City Hall, 4200 Mills Civic Parkway, West Des Moines, Iowa.

CITY OF WEST DES MOINES,
IOWA

By: Ryan T. Jacobson, City Clerk
Published in the Des Moines
Register September 26, 2016.

Prepared by: R.J. Scieszinski, P.O. Box 65320, West Des Moines IA 50265-0320; 515-222-3614
Address Tax Statements: Hubbell Realty Company, 6900 Westown Parkway, West Des Moines, IA 50266

SPACE ABOVE LINE FOR RECORDER

QUITCLAIM DEED

For the consideration of One Dollar and other valuable consideration, the **City Of West Des Moines**, a municipal corporation organized under the laws of the State of Iowa (“Grantor”) does hereby quitclaim to **Mill Ridge Homes, LLC**, an Iowa limited liability company (“Grantee”) all its right, title, interest, estate, claim and demand in the following described real estate in Dallas County, Iowa:

Vacation description as shown on the attached Exhibit “A.”

Words and phrases herein, including acknowledgement hereof shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the content.

Dated this 3rd day of October, 2016.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this 3rd day of October, 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 the instrument was signed on behalf of the City by authority of its City Council as contained in Resolution _____ passed on the 3rd day of October, 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

This deed is exempt from transfer tax pursuant to Iowa Code Section 428A.2(6).

Exhibit "A"

RIGHT OF WAY VACATION DESCRIPTIONS

PART OF STREET LOT 'F', CORRECTED MICHAEL'S LANDING PLAT 1, AN OFFICIAL PLAT IN THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF OUTLOT 'N', SAID CORRECTED MICHAEL'S LANDING PLAT 1; THENCE NORTHEASTERLY ALONG THE NORTH LINE OF SAID STREET LOT 'F' AND A CURVE CONCAVE NORTHWESTERLY WHOSE RADIUS IS 2515.00 FEET, WHOSE ARC LENGTH IS 76.36 FEET, AND WHOSE CHORD BEARS NORTH 88°09'51" EAST, 76.35 FEET; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE NORTHWESTERLY WHOSE RADIUS IS 25.00 FEET, WHOSE ARC LENGTH IS 16.16 FEET, AND WHOSE CHORD BEARS SOUTH 69°07'00" WEST, 15.88 FEET; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE NORTHWESTERLY WHOSE RADIUS IS 2520.00 FEET, WHOSE ARC LENGTH IS 197.23 FEET, AND WHOSE CHORD BEARS SOUTH 89°52'46" WEST, 197.18 FEET; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE NORTHEASTERLY WHOSE RADIUS IS 25.00 FEET, WHOSE ARC LENGTH IS 16.16 FEET, AND WHOSE CHORD BEARS NORTH 69°21'27" WEST, 15.88 FEET TO THE NORTH LINE OF SAID STREET LOT 'F'; THENCE SOUTHEASTERLY ALONG SAID NORTH LINE AND A CURVE CONCAVE NORTHEASTERLY WHOSE RADIUS IS 2515.00 FEET, WHOSE ARC LENGTH IS 150.60 FEET, AND WHOSE CHORD BEARS SOUTH 89°15'03" EAST, 150.58 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.02 ACRES (1,088 SQUARE FEET).

AND

PART OF STREET LOT 'F', CORRECTED MICHAEL'S LANDING PLAT 1, AN OFFICIAL PLAT IN THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF OUTLOT 'O', SAID CORRECTED MICHAEL'S LANDING PLAT 1; THENCE NORTHWESTERLY ALONG THE SOUTH LINE OF SAID STREET LOT 'F' AND A CURVE CONCAVE NORTHEASTERLY WHOSE RADIUS IS 2585.00 FEET, WHOSE ARC LENGTH IS 149.46 FEET, AND WHOSE CHORD BEARS NORTH 89°16'01" WEST, 149.43 FEET; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE SOUTHEASTERLY WHOSE RADIUS IS 25.00 FEET, WHOSE ARC LENGTH IS 16.02 FEET, AND WHOSE CHORD BEARS NORTH 73°42'21" EAST, 15.74 FEET; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE NORTHWESTERLY WHOSE RADIUS IS 2580.00 FEET, WHOSE ARC LENGTH IS 193.39 FEET, AND WHOSE CHORD BEARS NORTH 89°54'39" EAST, 193.35 FEET; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE SOUTHWESTERLY WHOSE RADIUS IS 25.00 FEET, WHOSE ARC LENGTH IS 16.02 FEET, AND WHOSE CHORD BEARS SOUTH 73°53'03" EAST, 15.74 FEET TO THE SOUTH LINE OF SAID STREET LOT 'F'; THENCE SOUTHWESTERLY ALONG SAID SOUTH LINE AND A CURVE CONCAVE NORTHWESTERLY WHOSE RADIUS IS 2585.00 FEET, WHOSE ARC LENGTH IS 74.20 FEET, AND WHOSE CHORD BEARS SOUTH 88°15'16" WEST, 74.19 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.02 ACRES (1,070 SQUARE FEET).

AND

STREET LOT 'I', CORRECTED MICHAEL'S LANDING PLAT 1, AN OFFICIAL PLAT IN THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA AND CONTAINING 1.02 ACRES (44,321 SQUARE FEET).

AND

Exhibit "A"

PART OF STREET LOT 'F', CORRECTED MICHAEL'S LANDING PLAT 1, AN OFFICIAL PLAT IN THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID STREET LOT 'F'; THENCE SOUTH $0^{\circ}29'50''$ WEST ALONG THE EAST LINE OF SAID STREET LOT 'F', 101.41 FEET; THENCE NORTH $44^{\circ}32'36''$ WEST, 70.66 FEET; THENCE SOUTHWESTERLY ALONG THE SOUTH LINE OF SAID STREET LOT 'F' AND A CURVE CONCAVE SOUTHEASTERLY WHOSE RADIUS IS 1465.00 FEET, WHOSE ARC LENGTH IS 169.64 FEET, AND WHOSE CHORD BEARS SOUTH $86^{\circ}37'04''$ WEST, 169.54 FEET; THENCE SOUTH $83^{\circ}18'02''$ WEST ALONG SAID SOUTH LINE, 892.95 FEET; THENCE SOUTHWESTERLY ALONG SAID SOUTH LINE AND A CURVE CONCAVE NORTHWESTERLY WHOSE RADIUS IS 2585.00 FEET, WHOSE ARC LENGTH IS 115.16 FEET, AND WHOSE CHORD BEARS SOUTH $84^{\circ}34'36''$ WEST, 115.15 FEET; THENCE NORTH $0^{\circ}37'08''$ EAST, 70.25 FEET TO THE NORTH LINE OF SAID STREET LOT 'F'; THENCE NORTHEASTERLY ALONG SAID NORTH LINE AND A CURVE CONCAVE NORTHWESTERLY WHOSE RADIUS IS 2515.00 FEET, WHOSE ARC LENGTH IS 106.21 FEET, AND WHOSE CHORD BEARS NORTH $84^{\circ}30'37''$ EAST, 106.20 FEET; THENCE NORTH $83^{\circ}18'02''$ EAST, 87.53 FEET; THENCE SOUTH $0^{\circ}29'50''$ WEST ALONG SAID NORTH LINE, 35.28 FEET; THENCE NORTH $83^{\circ}18'02''$ EAST ALONG SAID NORTH LINE, 1035.15 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.20 ACRES (52,256 SQUARE FEET).

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

Date: October 3, 2016

ITEM: Mill Ridge Plat 1, North of the intersection of Harper Lane and S 92nd Street – Plat property into 31 single family lots, four (4) outlots and four (4) street lots – Mill Ridge Homes LLC.– FP-003206-2016

RESOLUTION: Acceptance of Public Improvements and Approval and Release of Final Plat

FINANCIAL IMPACT: Undetermined.

BACKGROUND: The applicant, Mill Ridge Homes LLC, represented by Josh Trygstad of Civil Design Advantage is requesting approval of a Final Plat for approximately 10 acres located north of the intersection of Harper Lane and S 92nd Street. The applicant proposes to subdivide the property into 31 single family lots, four (4) outlots for future development and four (4) street lots, consistent with the approved Preliminary Plat.

CITY COUNCIL SUBCOMMITTEE: The Preliminary Plat for this project was presented to the Development and Planning City Council Subcommittee on March 7, 2016. The Subcommittee expressed support of the development. This final plat was not presented to the subcommittee because the plat is consistent with the approved Preliminary Plat.

OUTSTANDING ISSUES: There are no outstanding issues. Staff notes the following:

- ***Public Utility Easements:*** The final plat identifies a public utility easements (PUE) in the front yard of lots 1-15 which front onto S. 92nd Street. Title 10, Chapter 3, Section 2, Subsection C(1) of the City Code requires that PUE's be located in the rear or side yards. Originally, S. 92nd Street was designated as a Minor Collector with a 70 foot right-of-way. While amending the comprehensive plan and zoning for the area (ZC-002831-2015 & CPA-002830-2015), S. 92nd Street was reclassified to a Local Street which requires only a 60 foot right-of-way. The caveat for the reclassification was that 5 foot utility easements are platted on both sides of the street to allow for certain utilities to continue south along the originally planned path. To accommodate this, allowance of the PUE's in the front yard is the only option. City Staff has reviewed this request and supports granting a waiver of the code requirement.
- ***Storm Water Management Facility Maintenance Agreement:*** This development is utilizing offsite detention areas to provide storm water management for this plat. Execution of the Storm Water Management Facility Maintenance Agreement require signatures from both Hubbell, and a second party, the entity responsible for the off-site facility. The developer is in the process of obtaining the necessary signature but will not have it to staff until after the City Council meeting. The applicant has agreed that the City will not release the plat for recordation until all applicable parties with storm water management and maintenance interest in the off-site detention facility have signed the Storm Water Management Facility Maintenance Agreement. A condition of approval to this affect is recommended. Staff would note that the City Council is accepting this agreement in concept. Staff has included a condition indicating the City Council acknowledges the agreement and authorizes the City Clerk to sign the agreement once it is provided with all of the necessary signatures.
- ***Temporary Second Access:*** Due to the delay in the construction of Stagecoach, this development will lack the two points of access needed under the fire code for approximately 6 months (all access will come from Harper Lane). The applicant is proposing a temporary solution in which they would construct a gravel drive connecting proposed Radley Street to the existing S. 92nd Street that connects to Sugar Creek Drive. S. 92nd Street was vacated by prior Council action but has not yet been removed. Staff is comfortable with the proposal, but recommends a condition of approval that the temporary gravel connection be for only a 6 month period of time, constructed so that it support 75,000lb GVW and be maintained at all times, including snow removal. If the temporary connection is needed longer than 6 months, it is recommended that the drive be paved.

- Legal Documents: As part of this approval, the Council is approving and accepting the following:
 - Deeds for Street Lots A, B, C and D to be dedicated as public street right(s)-of-way
 - A Storm Water Management Facility Maintenance Agreement
 - Easements for sanitary sewers, storm sewer, and overland flow
 - Surety for the installation of public sidewalks
 - Surety for the installation of buffer landscaping

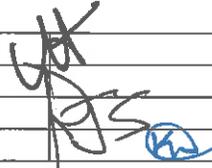
COMPREHENSIVE PLAN CONSISTENCY: The project has been reviewed for consistency with the Comprehensive Plan. Based upon that review, a finding has been made that the proposed project is consistent with the Comprehensive Plan in that the project is consistent with all of the goals and policies of the Comprehensive Plan and the land use map of the Comprehensive Plan.

RECOMMENDATION: Based upon the preceding review and a finding of consistency with the goals and policies of the Comprehensive Plan, staff recommends the City Council approve the Final Plat Mill Ridge Plat 1 to allow the platting of 31 single family lots, four (4) outlots for future development and four (4) street lots, subject to the applicant meeting all City Code requirements and the following:

1. Any lots sold prior to construction of Stagecoach Drive will need to have full vehicle access at all times to the public street fronting the home and providing access to the parcel. Full vehicle access includes those lots adjacent to Stagecoach Drive that may be affected by future construction to connect the streets providing access to the homes to Stagecoach Drive. If it is questionable whether this access can be guaranteed at all times, the applicant shall not initiate construction of homes on the affected lots. Occupancy Permits for any lot in question will be held until it is proven that access at all times can be provided.
2. The City Council granting the applicant a waiver from City Code to allow five foot (5') Public Utility Easements to be located in the front yards adjacent to S. 92nd Street of lots 1-15.
3. The applicant acknowledging and agreeing that the final plat will not be released for recordation until such time that the applicant provides a Storm Water Management Facility Maintenance Agreement signed by all parties with storm water management and maintenance interest in the off-site detention facility. The City Council acknowledges the agreement and authorizes the execution by the City of the agreement upon provision of an agreement signed by all necessary parties.
4. The temporary access drive between the proposed Radley Street and existing S 92nd Street be allowed to be gravel for a maximum of a 6 month period of time, constructed so that it supports 75,000lb GVW and be maintained at all times, including snow removal. Should the temporary drive be required longer than 6 months, the drive shall be paved.

Lead Staff Member: J. Bradley Munford

STAFF REVIEWS:

Department Director	
Appropriations/Finance	
Legal	
Agenda Acceptance	

PUBLICATION(S) (if applicable)

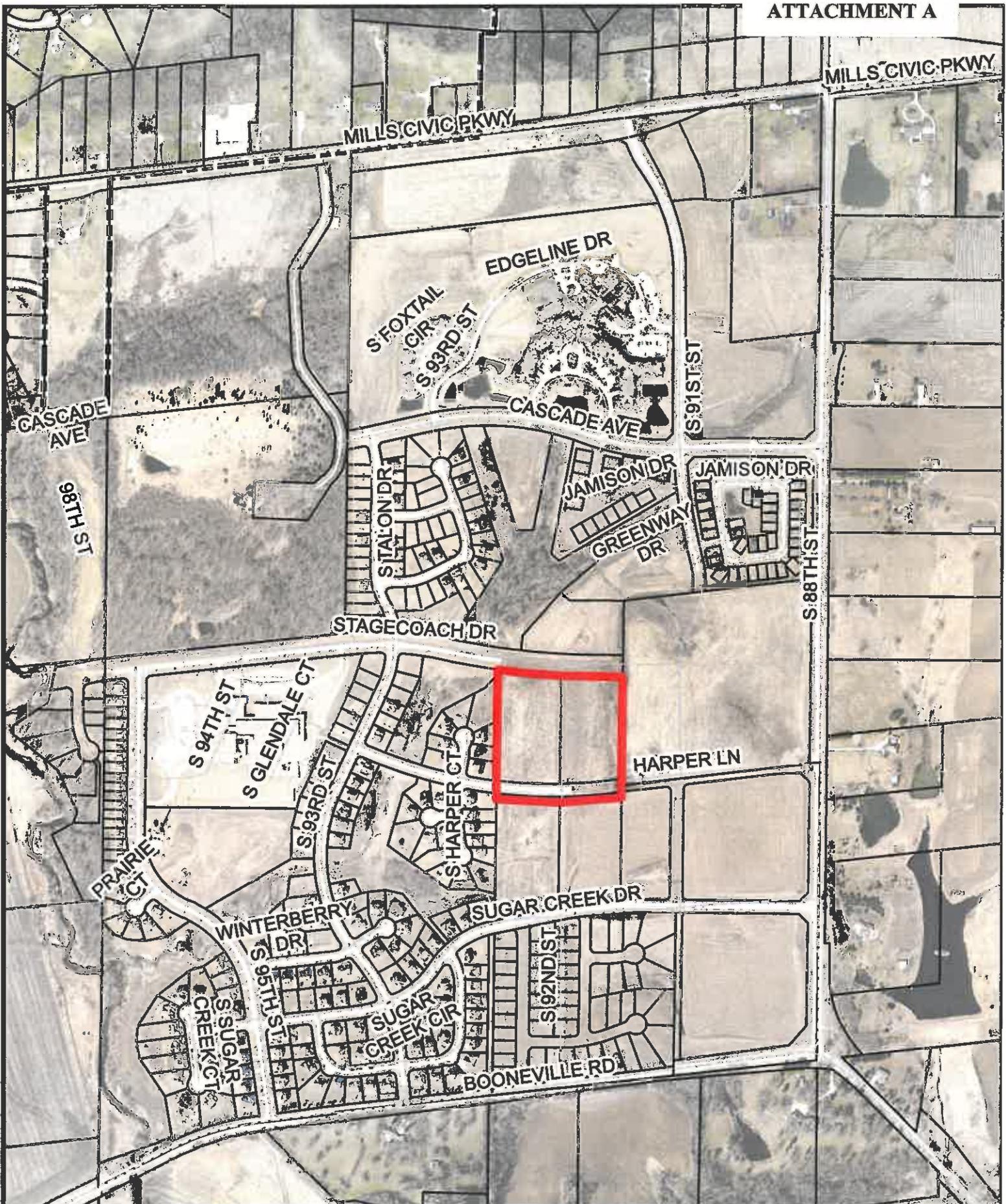
Published In	n/a
Date(s) Published	n/a
Letter sent to surrounding property owners	n/a

SUBCOMMITTEE REVIEW (if applicable)

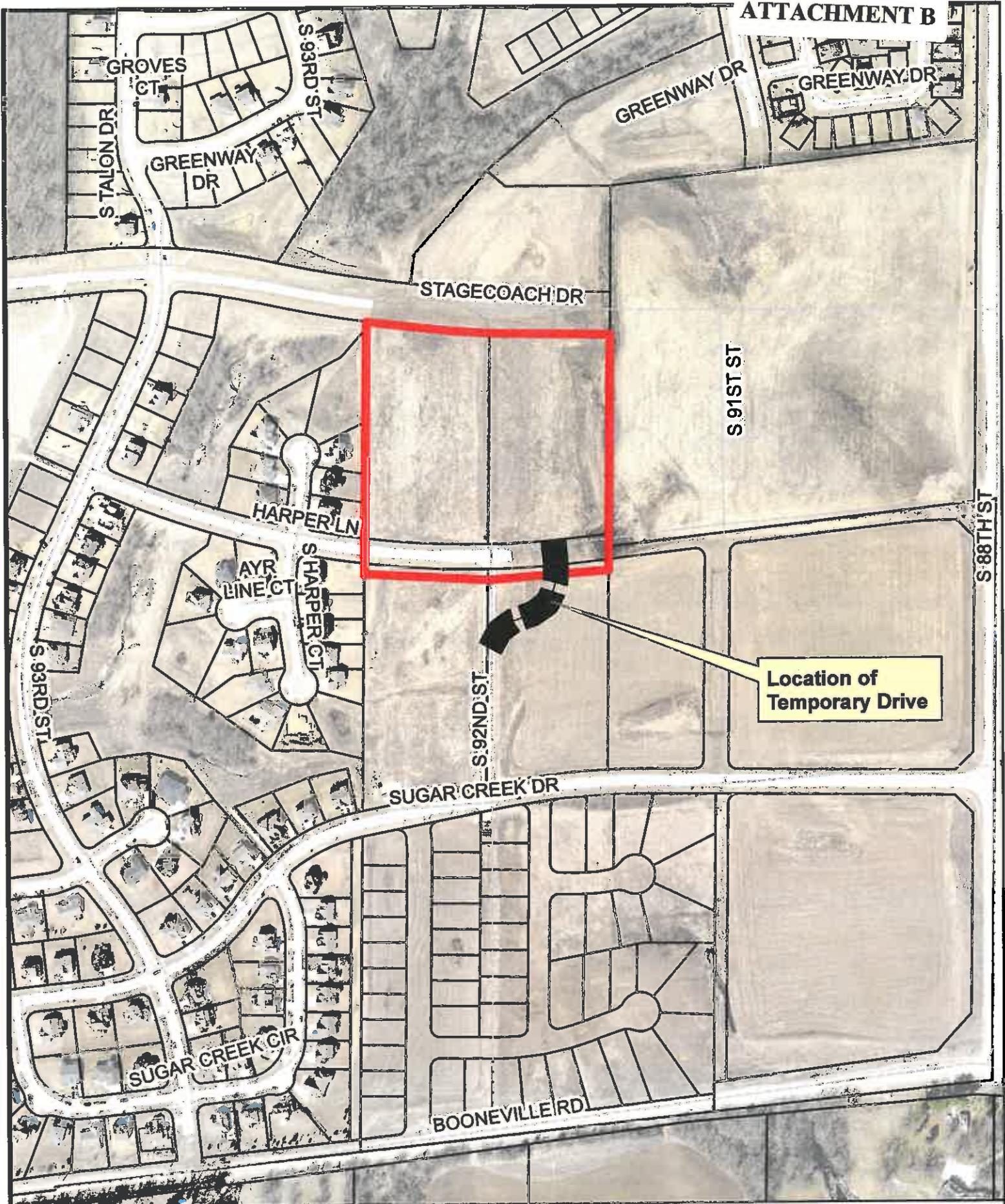
Committee	Development and Planning		
Date Reviewed	n/a		
Recommendation	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Split <input type="checkbox"/>

ATTACHMENTS:

- Attachment A - Location Map
- Attachment B - Temporary Drive Illustration
- Attachment C - Buffer Landscaping Plan
- Attachment D - Final Plat
- Attachment E - Resolution: Acceptance of Public Improvements and Approval and Release of Final Plat
- Exhibit A - Conditions

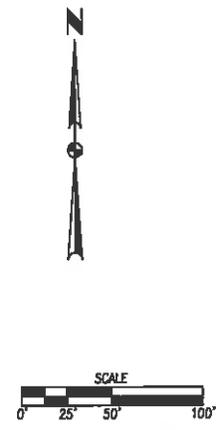
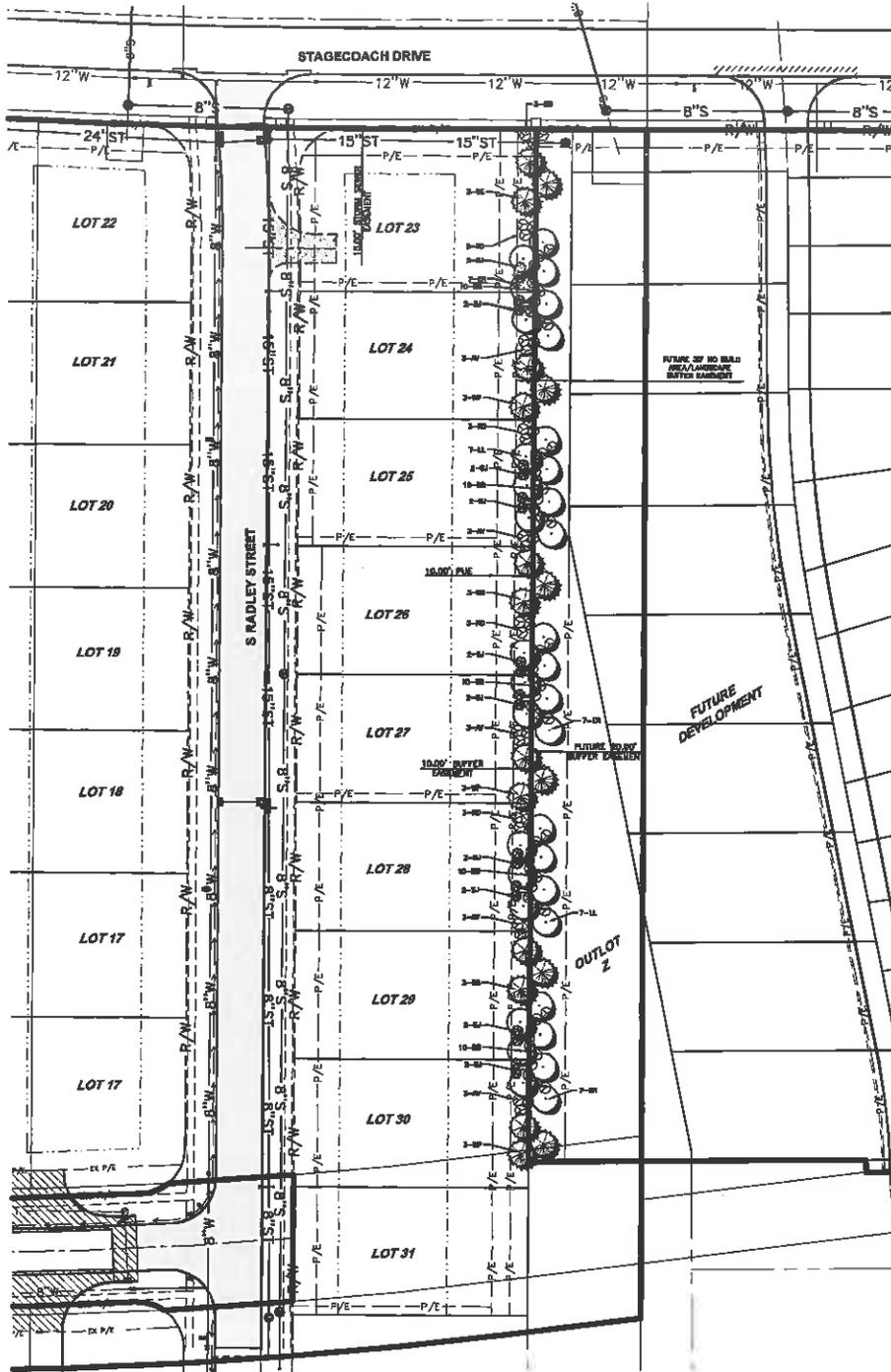


Mill Ridge Plat 1



Location of Temporary Drive

Mill Ridge Plat 1



30' BUFFER REQUIREMENTS

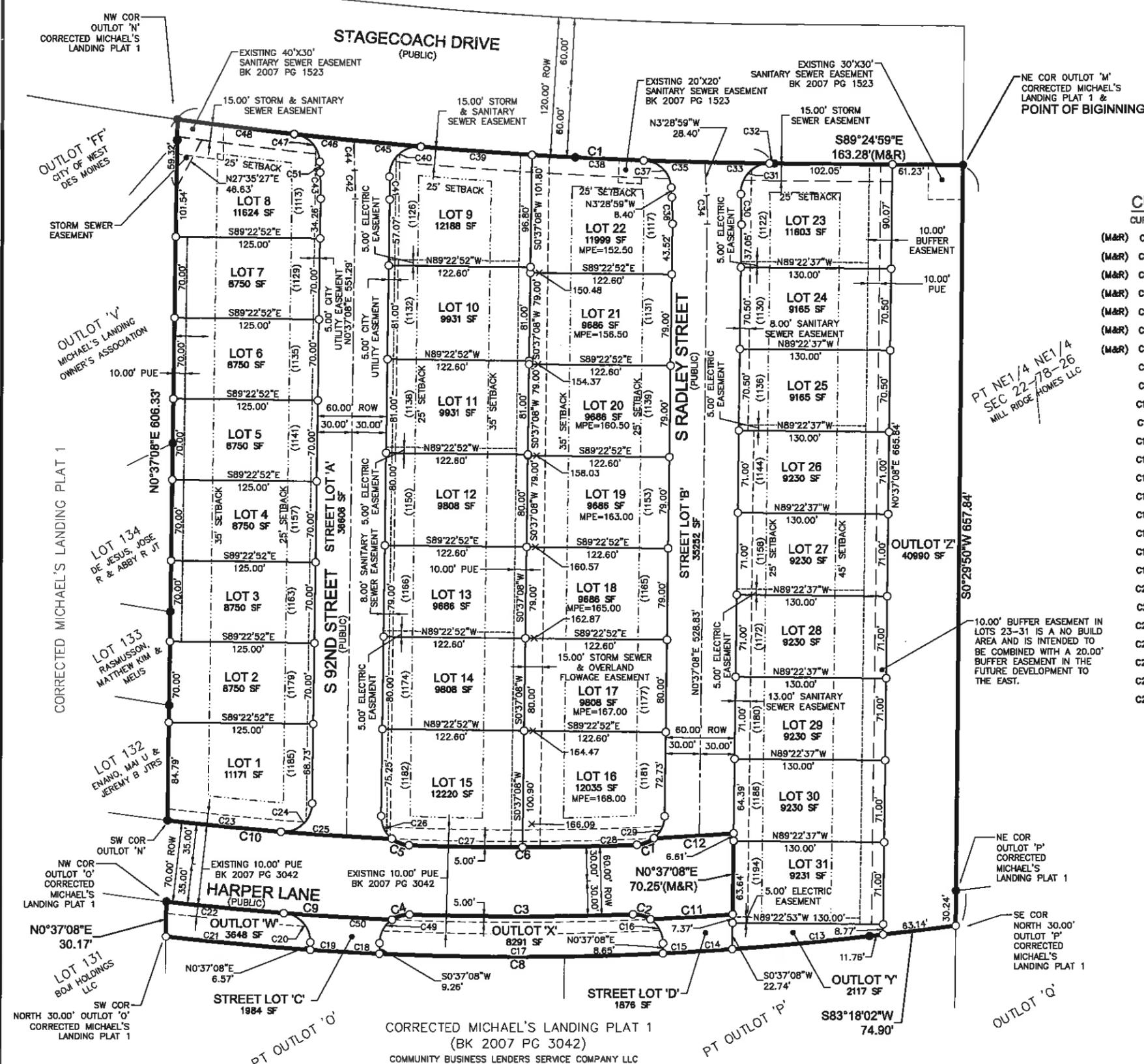
- A LANDSCAPED BERM AREA OF NOT LESS THAN 30 FEET IN WIDTH COMPRISED OF 1 OVERSTORY TREE OR EVERGREEN TREE, 2 UNDERSTORY TREES & 5 SHRUBS PER 35 LN.FT. OF BUFFER.
 - 50% OF TREES SHALL BE EVERGREEN
 - NO BUILDING OR STRUCTURE, EXCEPT GROUND SIGNAGE ALLOWED BY CODE, MAY BE LOCATED WITHIN A DESIGNATED BUFFER.
- | | |
|--------------------------------------|-------|
| BUFFER LENGTH | =470' |
| OVERSTORY/ EVERGREEN TREES REQUIRED | -14 |
| UNDERSTORY TREE REQUIRED | -27 |
| SHRUBS REQUIRED | -84 |
| OVER STORY/ EVERGREEN TREES PROVIDED | -15 |
| UNDERSTORY TREE PROVIDED | -27 |
| SHRUBS PROVIDED | -84 |

PLANT SCHEDULE (WEST BUFFER)

COBOLTY EVERGREEN TREES			
TR 19	EASTERN WHITE PINE	PNUS STROBUS	6' HT. BAR
TR 19	COLORADO BLUE SPRUCE	PICEA PLUIDENS	6' HT. BAR
COBOLTY UNDERSTORY TREES			
FR 21	EASTERN REDBUD	CERIS CANADENSIS	1.5' CAL. BAR
LT 114	LITTLE LEAF LINDEN	TILIA CORDATA	1.5' CAL. BAR
COBOLTY SHRUBS			
BR 53	BURNING BUSH	EQUINYMUS ALATAS	36" HT. CONT
AV 18	ARROWWOOD VIRGINIAN	VERURUM BENTATUM	36" HT. CONT
RD 12	REDOSER DOORWOOD	CORNUS SERICEA	36" HT. CONT
SI 20	SEA GREEN JUNIPER	JUNIPEROUS CHINENSIS 'SEA GREEN'	24" HT. CONT

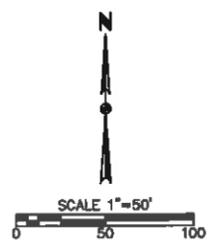
MILL RIDGE PLAT 1

FINAL PLAT



CURVE DATA:

CURVE	DELTA	RADIUS	LENGTH	BEARING	CHORD	CURVE	DELTA	RADIUS	LENGTH	BEARING	CHORD
(M&R) C1	71°9'55"	4060.00'	519.55'	S85°45'01"E	519.20'	C27	21°4'03"	2520.00'	98.27'	S88°59'44"E	98.28'
(M&R) C2	36°42'17"	25.00'	16.02'	S73°53'03"E	15.74'	C28	21°5'00"	2520.00'	98.96'	N88°45'46"E	98.95'
(M&R) C3	41°7'41"	2580.00'	193.39'	N89°54'39"E	193.35'	C29	49°58'36"	25.00'	21.81'	N25°38'26"E	21.12'
(M&R) C4	36°42'17"	25.00'	16.02'	N73°42'21"E	15.74'	C30	3°57'27"	380.00'	28.25'	S121°35'E	28.24'
(M&R) C5	37°02'30"	25.00'	16.16'	N69°21'27"W	15.88'	C31	93°03'39"	25.00'	40.61'	S43°11'31"W	36.29'
(M&R) C6	4°29'03"	2520.00'	197.23'	S89°52'46"W	197.18'	C32	0°03'39"	4080.00'	4.31'	N89°23'10"W	4.31'
(M&R) C7	37°02'30"	25.00'	16.16'	S69°07'00"W	15.88'	C33	0°47'54"	4060.00'	56.57'	S88°57'23"E	56.57'
C8	132°1'52"	2615.00'	809.98'	S89°58'58"W	608.58'	C34	4°06'07"	350.00'	25.06'	N12°55'56"W	25.05'
C9	4°20'46"	2585.00'	196.08'	S85°26'15"E	196.03'	C35	0°44'40"	4060.00'	52.76'	S88°11'08"E	52.76'
C10	4°26'30"	2515.00'	194.98'	N85°18'52"W	194.91'	C36	4°06'07"	320.00'	22.91'	N12°55'56"W	22.91'
C11	1°34'45"	2585.00'	71.25'	N86°38'34"E	71.25'	C37	84°18'48"	25.00'	36.80'	N45°38'53"W	33.56'
C12	1°34'27"	2515.00'	69.10'	S86°30'26"W	69.10'	C38	1°22'08"	4080.00'	97.01'	N87°07'42"W	97.01'
C13	2°36'26"	2615.00'	119.00'	N84°36'15"E	118.99'	C39	1°21'41"	4080.00'	96.46'	N85°45'47"W	96.46'
C14	0°39'33"	2615.00'	30.09'	N86°14'15"E	30.09'	C40	97°15'22"	25.00'	42.44'	S46°17'22"W	37.52'
C15	0°39'31"	2615.00'	30.06'	N86°53'47"E	30.06'	C41	2°57'27"	380.00'	19.61'	S0°51'35"E	19.61'
C16	92°51'20"	25.00'	40.52'	N45°48'32"W	36.23'	C42	4°02'54"	350.00'	24.73'	N12°49'19"W	24.72'
C17	5°22'30"	2615.00'	245.31'	N89°54'48"E	245.22'	C43	4°02'54"	320.00'	22.61'	N12°49'19"W	22.61'
C18	0°39'28"	2615.00'	30.02'	S87°04'13"E	30.02'	C44	4°14'37"	350.00'	25.92'	N18°8'28"W	25.92'
C19	0°39'30"	2615.00'	30.04'	S86°24'44"E	30.04'	C45	0°49'21"	4080.00'	58.28'	S84°40'16"E	58.28'
C20	86°08'45"	25.00'	37.59'	N42°27'15"W	34.15'	C46	0°44'15"	4080.00'	52.26'	S83°53'29"E	52.26'
C21	2°44'54"	2615.00'	125.43'	S84°42'33"E	125.42'	C47	81°29'53"	25.00'	35.56'	N42°46'24"W	32.84'
C22	2°15'45"	2585.00'	102.07'	N84°23'45"W	102.07'	C48	1°26'17"	4080.00'	101.91'	N82°48'12"W	101.91'
C23	21°4'50"	2515.00'	98.65'	S84°13'02"E	98.64'	C49	91°26'21"	25.00'	39.90'	S46°20'19"W	35.80'
C24	94°02'24"	25.00'	41.03'	N47°38'20"E	36.58'	C50	2°05'01"	2585.00'	94.00'	S86°34'08"E	94.00'
C25	2°11'38"	2515.00'	96.31'	S86°26'18"E	96.30'	C51	1°24'18"	380.00'	9.32'	N2°43'37"W	9.32'
C26	51°27'20"	25.00'	22.45'	S25°08'32"E	21.70'						



LEGEND:

	FOUND	SET
SECTION CORNER AS NOTED	●	△
1/2" REBAR, YELLOW CAP #15880 (UNLESS OTHERWISE NOTED)	▲	○
PLATTED BEARING & DISTANCE	P	
MEASURED BEARING & DISTANCE	M	
RECORDED BEARING & DISTANCE	R	
DEEDED BEARING & DISTANCE	D	
MINIMUM PROTECTION ELEVATION	MPE	
PUBLIC UTILITY EASEMENT	P.U.E.	
CENTERLINE	—	
SECTION LINE	---	
EASEMENT LINE	----	

COMMENT: 1. ALL LOT CORNERS TO BE SET BY THE SURVEYOR. 2. ALL LOT CORNERS TO BE SET BY THE SURVEYOR. 3. ALL LOT CORNERS TO BE SET BY THE SURVEYOR. 4. ALL LOT CORNERS TO BE SET BY THE SURVEYOR. 5. ALL LOT CORNERS TO BE SET BY THE SURVEYOR. 6. ALL LOT CORNERS TO BE SET BY THE SURVEYOR. 7. ALL LOT CORNERS TO BE SET BY THE SURVEYOR. 8. ALL LOT CORNERS TO BE SET BY THE SURVEYOR. 9. ALL LOT CORNERS TO BE SET BY THE SURVEYOR. 10. ALL LOT CORNERS TO BE SET BY THE SURVEYOR. 11. ALL LOT CORNERS TO BE SET BY THE SURVEYOR. 12. ALL LOT CORNERS TO BE SET BY THE SURVEYOR. 13. ALL LOT CORNERS TO BE SET BY THE SURVEYOR. 14. ALL LOT CORNERS TO BE SET BY THE SURVEYOR. 15. ALL LOT CORNERS TO BE SET BY THE SURVEYOR. 16. ALL LOT CORNERS TO BE SET BY THE SURVEYOR. 17. ALL LOT CORNERS TO BE SET BY THE SURVEYOR. 18. ALL LOT CORNERS TO BE SET BY THE SURVEYOR. 19. ALL LOT CORNERS TO BE SET BY THE SURVEYOR. 20. ALL LOT CORNERS TO BE SET BY THE SURVEYOR. 21. ALL LOT CORNERS TO BE SET BY THE SURVEYOR. 22. ALL LOT CORNERS TO BE SET BY THE SURVEYOR. 23. ALL LOT CORNERS TO BE SET BY THE SURVEYOR. 24. ALL LOT CORNERS TO BE SET BY THE SURVEYOR. 25. ALL LOT CORNERS TO BE SET BY THE SURVEYOR. 26. ALL LOT CORNERS TO BE SET BY THE SURVEYOR. 27. ALL LOT CORNERS TO BE SET BY THE SURVEYOR. 28. ALL LOT CORNERS TO BE SET BY THE SURVEYOR. 29. ALL LOT CORNERS TO BE SET BY THE SURVEYOR. 30. ALL LOT CORNERS TO BE SET BY THE SURVEYOR. 31. ALL LOT CORNERS TO BE SET BY THE SURVEYOR. 32. ALL LOT CORNERS TO BE SET BY THE SURVEYOR. 33. ALL LOT CORNERS TO BE SET BY THE SURVEYOR. 34. ALL LOT CORNERS TO BE SET BY THE SURVEYOR. 35. ALL LOT CORNERS TO BE SET BY THE SURVEYOR. 36. ALL LOT CORNERS TO BE SET BY THE SURVEYOR. 37. ALL LOT CORNERS TO BE SET BY THE SURVEYOR. 38. ALL LOT CORNERS TO BE SET BY THE SURVEYOR. 39. ALL LOT CORNERS TO BE SET BY THE SURVEYOR. 40. ALL LOT CORNERS TO BE SET BY THE SURVEYOR. 41. ALL LOT CORNERS TO BE SET BY THE SURVEYOR. 42. ALL LOT CORNERS TO BE SET BY THE SURVEYOR. 43. ALL LOT CORNERS TO BE SET BY THE SURVEYOR. 44. ALL LOT CORNERS TO BE SET BY THE SURVEYOR. 45. ALL LOT CORNERS TO BE SET BY THE SURVEYOR. 46. ALL LOT CORNERS TO BE SET BY THE SURVEYOR. 47. ALL LOT CORNERS TO BE SET BY THE SURVEYOR. 48. ALL LOT CORNERS TO BE SET BY THE SURVEYOR. 49. ALL LOT CORNERS TO BE SET BY THE SURVEYOR. 50. ALL LOT CORNERS TO BE SET BY THE SURVEYOR. 51. ALL LOT CORNERS TO BE SET BY THE SURVEYOR. 52. ALL LOT CORNERS TO BE SET BY THE SURVEYOR. 53. ALL LOT CORNERS TO BE SET BY THE SURVEYOR. 54. ALL LOT CORNERS TO BE SET BY THE SURVEYOR. 55. ALL LOT CORNERS TO BE SET BY THE SURVEYOR. 56. ALL LOT CORNERS TO BE SET BY THE SURVEYOR. 57. ALL LOT CORNERS TO BE SET BY THE SURVEYOR. 58. ALL LOT CORNERS TO BE SET BY THE SURVEYOR. 59. ALL LOT CORNERS TO BE SET BY THE SURVEYOR. 60. ALL LOT CORNERS TO BE SET BY THE SURVEYOR. 61. ALL LOT CORNERS TO BE SET BY THE SURVEYOR. 62. ALL LOT CORNERS TO BE SET BY THE SURVEYOR. 63. ALL LOT CORNERS TO BE SET BY THE SURVEYOR. 64. ALL LOT CORNERS TO BE SET BY THE SURVEYOR. 65. ALL LOT CORNERS TO BE SET BY THE SURVEYOR. 66. ALL LOT CORNERS TO BE SET BY THE SURVEYOR. 67. ALL LOT CORNERS TO BE SET BY THE SURVEYOR. 68. ALL LOT CORNERS TO BE SET BY THE SURVEYOR. 69. ALL LOT CORNERS TO BE SET BY THE SURVEYOR. 70. ALL LOT CORNERS TO BE SET BY THE SURVEYOR. 71. ALL LOT CORNERS TO BE SET BY THE SURVEYOR. 72. ALL LOT CORNERS TO BE SET BY THE SURVEYOR. 73. ALL LOT CORNERS TO BE SET BY THE SURVEYOR. 74. ALL LOT CORNERS TO BE SET BY THE SURVEYOR. 75. ALL LOT CORNERS TO BE SET BY THE SURVEYOR. 76. ALL LOT CORNERS TO BE SET BY THE SURVEYOR. 77. ALL LOT CORNERS TO BE SET BY THE SURVEYOR. 78. ALL LOT CORNERS TO BE SET BY THE SURVEYOR. 79. ALL LOT CORNERS TO BE SET BY THE SURVEYOR. 80. ALL LOT CORNERS TO BE SET BY THE SURVEYOR. 81. ALL LOT CORNERS TO BE SET BY THE SURVEYOR. 82. ALL LOT CORNERS TO BE SET BY THE SURVEYOR. 83. ALL LOT CORNERS TO BE SET BY THE SURVEYOR. 84. ALL LOT CORNERS TO BE SET BY THE SURVEYOR. 85. ALL LOT CORNERS TO BE SET BY THE SURVEYOR. 86. ALL LOT CORNERS TO BE SET BY THE SURVEYOR. 87. ALL LOT CORNERS TO BE SET BY THE SURVEYOR. 88. ALL LOT CORNERS TO BE SET BY THE SURVEYOR. 89. ALL LOT CORNERS TO BE SET BY THE SURVEYOR. 90. ALL LOT CORNERS TO BE SET BY THE SURVEYOR. 91. ALL LOT CORNERS TO BE SET BY THE SURVEYOR. 92. ALL LOT CORNERS TO BE SET BY THE SURVEYOR. 93. ALL LOT CORNERS TO BE SET BY THE SURVEYOR. 94. ALL LOT CORNERS TO BE SET BY THE SURVEYOR. 95. ALL LOT CORNERS TO BE SET BY THE SURVEYOR. 96. ALL LOT CORNERS TO BE SET BY THE SURVEYOR. 97. ALL LOT CORNERS TO BE SET BY THE SURVEYOR. 98. ALL LOT CORNERS TO BE SET BY THE SURVEYOR. 99. ALL LOT CORNERS TO BE SET BY THE SURVEYOR. 100. ALL LOT CORNERS TO BE SET BY THE SURVEYOR.

DATE	REVISIONS	DESCRIPTION
05/20/16 <td></td> <td>FIRST SUBMITTAL</td>		FIRST SUBMITTAL

3405 S.E. CROSSROADS DRIVE, SUITE G
 GRIMES, IOWA 50111
 PHONE: (515) 369-4400 FAX: (515) 369-4410
 TECH:



MILL RIDGE PLAT 1
FINAL PLAT

ATTACHMENT E

Prepared by: J. B. Munford, City of West Des Moines Development Services, P.O. Box 65320, West Des Moines, IA 50265-0320, 515-222-3620
When Recorded, Return to: City Clerk, City of West Des Moines, P. O. Box 65320, West Des Moines, IA 50265-0320

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, APPROVING AND ACCEPTING THE PUBLIC IMPROVEMENTS, ACCEPTING SURETY IN LIEU OF INSTALLATION OF PUBLIC SIDEWALKS AND BUFFER PLANTINGS, AND APPROVING AND RELEASING THE FINAL PLAT MILL RIDGE PLAT 1 (FP-003206-2016) FOR THE PURPOSE OF PLATTING PROPERTY INTO 31 SINGLE FAMILY LOTS, FOUR (4) OUTLOTS AND FOUR (4) STREET LOTS

WHEREAS, pursuant to the provisions of Title 10, Subdivision Regulations and Title 9, Zoning Chapter 1 et seq, of the West Des Moines Municipal Code, Mill Ridge Homes LLC, has requested approval for a Final Plat (FP-003206-2016) for approximately 10 acre site north of the intersection of Harper Lane and S 92nd Street for the purpose of subdividing the property into 31 single family lots, four (4) outlots for inclusion in future plats and four (4) street lots to be dedicated to the City;

Legal Description

OUTLOT 'N' AND OUTLOT 'M', CORRECTED MICHAEL'S LANDING PLAT 1, AN OFFICIAL PLAT IN THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA AND INCLUDING 9.21 ACRES.

AND

THE NORTH 30.00 FEET OF OUTLOT 'O', CORRECTED MICHAEL'S LANDING PLAT 1, AN OFFICIAL PLAT IN THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA AND INCLUDING 0.24 ACRES.

AND

THE NORTH 30.00 FEET OF OUTLOT 'p', CORRECTED MICHAEL'S LANDING PLAT 1, AN OFFICIAL PLAT IN THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA AND INCLUDING 0.23 ACRES.

AND

PART OF STREET LOT 'F', CORRECTED MICHAEL'S LANDING PLAT 1, AN OFFICIAL PLAT IN THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF OUTLOT 'N', SAID CORRECTED MICHAEL'S LANDING PLAT 1; THENCE NORTHEASTERLY ALONG THE NORTH

LINE OF SAID STREET LOT 'F' AND A CURVE CONCAVE NORTHWESTERLY WHOSE RADIUS IS 2515.00 FEET, WHOSE ARC LENGTH IS 76.36 FEET, AND WHOSE CHORD BEARS NORTH 88°09'51" EAST, 76.35 FEET; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE NORTHWESTERLY WHOSE RADIUS IS 25.00 FEET, WHOSE ARC LENGTH IS 16.16 FEET, AND WHOSE CHORD BEARS SOUTH 69°07'00" WEST, 15.88 FEET; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE NORTHWESTERLY WHOSE RADIUS IS 2520.00 FEET, WHOSE ARC LENGTH IS 197.23 FEET, AND WHOSE CHORD BEARS SOUTH 89°52'46" WEST, 197.18 FEET; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE NORTHEASTERLY WHOSE RADIUS IS 25.00 FEET, WHOSE ARC LENGTH IS 16.16 FEET, AND WHOSE CHORD BEARS NORTH 69°21'27" WEST, 15.88 FEET TO THE NORTH LINE OF SAID STREET LOT 'F'; THENCE SOUTHEASTERLY ALONG SAID NORTH LINE AND A CURVE CONCAVE NORTHEASTERLY WHOSE RADIUS IS 2515.00 FEET, WHOSE ARC LENGTH IS 150.60 FEET, AND WHOSE CHORD BEARS SOUTH 89°15'03" EAST, 150.58 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.02 ACRES (1,088 SQUARE FEET).

AND

PART OF STREET LOT 'F', CORRECTED MICHAEL'S LANDING PLAT 1, AN OFFICIAL PLAT IN THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF OUTLOT 'O', SAID CORRECTED MICHAEL'S LANDING PLAT 1; THENCE NORTHWESTERLY ALONG THE SOUTH LINE OF SAID STREET LOT 'F' AND A CURVE CONCAVE NORTHEASTERLY WHOSE RADIUS IS 2585.00 FEET, WHOSE ARC LENGTH IS 149.46 FEET, AND WHOSE CHORD BEARS NORTH 89°16'01" WEST, 149.43 FEET; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE SOUTHEASTERLY WHOSE RADIUS IS 25.00 FEET, WHOSE ARC LENGTH IS 16.02 FEET, AND WHOSE CHORD BEARS NORTH 73°42'21" EAST, 15.74 FEET; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE NORTHWESTERLY WHOSE RADIUS IS 2580.00 FEET, WHOSE ARC LENGTH IS 193.39 FEET, AND WHOSE CHORD BEARS NORTH 89°54'39" EAST, 193.35 FEET; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE SOUTHWESTERLY WHOSE RADIUS IS 25.00 FEET, WHOSE ARC LENGTH IS 16.02 FEET, AND WHOSE CHORD BEARS SOUTH 73°53'03" EAST, 15.74 FEET TO THE SOUTH LINE OF SAID STREET LOT 'F'; THENCE SOUTHWESTERLY ALONG SAID SOUTH LINE AND A CURVE CONCAVE NORTHWESTERLY WHOSE RADIUS IS 2585.00 FEET, WHOSE ARC LENGTH IS 74.20 FEET, AND WHOSE CHORD BEARS SOUTH 88°15'16" WEST, 74.19 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.02 ACRES (1.070 SQUARE FEET).

AND

PART OF STREET LOT 'F', CORRECTED MICHAEL'S LANDING PLAT 1, AN OFFICIAL PLAT IN THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF OUTLOT 'P', SAID CORRECTED MICHAEL'S LANDING PLAT 1; THENCE SOUTH 83°18'02" WEST ALONG THE NORTH LINE OF SAID OUTLOT 'P', 78.69 FEET; THENCE WESTERLY ALONG SAID OUTLOT 'P' AND A CURVE CONCAVE NORTHERLY WHOSE RADIUS IS

2585.00 FEET, WHOSE ARC LENGTH IS 115.16 FEET AND WHOSE CHORD BEARS SOUTH 84°34'36" WEST, 115.15 FEET; THENCE NORTH 00°37'08" EAST, 70.25 FEET TO THE SOUTH LINE OF OUTLOT 'M'; THENCE EASTERLY ALONG SAID OUTLOT 'M' AND A CURVE CONCAVE NORTHERLY WHOSE RADIUS IS 2515.00 FEET, WHOSE ARC LENGTH IS 106.21 FEET AND WHOSE CHORD BEARS NORTH 84°30'37" EAST, 106.20 FEET; THENCE NORTH 83°18'02" EAST ALONG SAID SOUTH LINE, 87.53 FEET TO THE SOUTHEAST CORNER OF SAID OUTLOT 'M'; THENCE SOUTH 00°29'50" WEST, 70.56 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.31 ACRES (13,566 SQUARE FEET). THE PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

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 Mill Ridge Plat 1 and recommended approval on March 14, 2016;

WHEREAS, the Final Plat that was submitted for review was determined to be generally consistent with the Preliminary Plat for Mill Ridge Plat 1 that was reviewed and approved by the City Council on March 21, 2016;

WHEREAS, on October 3, 2016, this City Council held a duly-noticed meeting to consider the application for Mill Ridge Plat 1 Final Plat (FP-003206-2016);

WHEREAS, the West Des Moines City Council did adopt a resolution which approved the Final Plat for Mill Ridge Plat 1 at their meeting on October 3, 2016, subject to any conditions of approval, and;

WHEREAS, the City Council did accept public improvements associated with the construction of S. 92nd Street, and Radley Street, public sanitary sewer, and public storm sewer within the plat boundaries, and;

WHEREAS, the applicant has provided a deed to the City of West Des Moines for public street lots A, B, C and D to be dedicated to the City as public rights-of-way, and;

WHEREAS, the City Council did accept sanitary sewer, storm water, overland flowage, and public utility easements, and;

WHEREAS, the City Council is accepting the Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement for this property, and;

WHEREAS, the City Council did accept surety in lieu of construction of public sidewalks and buffer landscaping within the plat, and;

WHEREAS, the City Council is allowing the establishment of 5' PUE's for the extension of specific utilities as determined by the City within the front yards of Lots 1 through 15, Mill Ridge Plat 1 an Official Plat, West Des Moines, Dallas County, Iowa, and;

WHEREAS, the City Council approves the following address assignments:

Mill Ridge Plat 1 Lot 1	1185 S 92 nd Street or 9213 Harper Lane
Mill Ridge Plat 1 Lot 2	1179 S 92 nd Street
Mill Ridge Plat 1 Lot 3	1163 S 92 nd Street
Mill Ridge Plat 1 Lot 4	1157 S 92 nd Street
Mill Ridge Plat 1 Lot 5	1141 S 92 nd Street
Mill Ridge Plat 1 Lot 6	1135 S 92 nd Street
Mill Ridge Plat 1 Lot 7	1129 S 92 nd Street

Mill Ridge Plat 1 Lot 8	1113 S 92 nd Street
Mill Ridge Plat 1 Lot 9	1126 S 92 nd Street
Mill Ridge Plat 1 Lot 10	1132 S 92 nd Street
Mill Ridge Plat 1 Lot 11	1138 S 92 nd Street
Mill Ridge Plat 1 Lot 12	1150 S 92 nd Street
Mill Ridge Plat 1 Lot 13	1166 S 92 nd Street
Mill Ridge Plat 1 Lot 14	1174 S 92 nd Street
Mill Ridge Plat 1 Lot 15	1182 S 92 nd Street or 9287 Harper Lane
Mill Ridge Plat 1 Lot 16	1181 Radley Street or 9287 Harper Lane
Mill Ridge Plat 1 Lot 17	1177 Radley Street
Mill Ridge Plat 1 Lot 18	1165 Radley Street
Mill Ridge Plat 1 Lot 19	1153 Radley Street
Mill Ridge Plat 1 Lot 20	1139 Radley Street
Mill Ridge Plat 1 Lot 21	1131 Radley Street
Mill Ridge Plat 1 Lot 22	1117 Radley Street
Mill Ridge Plat 1 Lot 23	1122 Radley Street
Mill Ridge Plat 1 Lot 24	1130 Radley Street
Mill Ridge Plat 1 Lot 25	1136 Radley Street
Mill Ridge Plat 1 Lot 26	1144 Radley Street
Mill Ridge Plat 1 Lot 27	1158 Radley Street
Mill Ridge Plat 1 Lot 28	1172 Radley Street
Mill Ridge Plat 1 Lot 29	1180 Radley Street
Mill Ridge Plat 1 Lot 30	1186 Radley Street
Mill Ridge Plat 1 Lot 31	1194 Radley Street

WHEREAS, Mill Ridge Plat 1 is zoned Tallyn's Reach Planned Unit Development (PUD) and meets all requirements of the City's Zoning Code.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WEST DES MOINES DOES RESOLVE AS FOLLOWS:

SECTION 1. The findings of consistency with the Comprehensive Plan as stated in the staff report, or as amended orally at the City Council hearing, are adopted.

SECTION 2. The public improvements associated with Final Plat, Mill Ridge Plat 1 are hereby accepted and dedicated for public purposes.

SECTION 3. Final Plat, Mill Ridge Plat 1 (FP-003206-2016) is approved, subject to compliance with all the conditions in the staff report, dated October 3, 2016, including conditions added at the meeting, if any, and attached hereto as Exhibit "A". Violation of any such conditions shall be grounds for revocation of the entitlement, as well as any other remedy which is available to the City.

SECTION 4. This resolution does release Mill Ridge Plat 1 (FP-003206-2016) Final Plat for recordation upon fulfillment of related conditions of approval. 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 October 3, 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 October 3, 2016, among other proceedings, Roll Call No. _____ approved said plat on October 3, 2016, and released said Final Plat for recordation.

Ryan T. Jacobson
City Clerk

IN WITNESS WHEREOF, I have hereunto set my hand this 3rd day of October, 2016.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson
City Clerk

Exhibit A
Conditions of Approval

1. Any lots sold prior to construction of Stagecoach Drive will need to have full vehicle access at all times to the public street fronting the home and providing access to the parcel. Full vehicle access includes those lots adjacent to Stagecoach Drive that may be affected by future construction to connect the streets providing access to the homes to Stagecoach Drive. If it is questionable whether this access can be guaranteed at all times, the applicant shall not initiate construction of homes on the affected lots. Occupancy Permits for any lot in question will be held until it is proven that access at all times can be provided.
2. The City Council granting the applicant a waiver from City Code to allow five foot (5') Public Utility Easements to be located in the front yards adjacent to S. 92nd Street of lots 1-15.
3. The applicant acknowledging and agreeing that the final plat will not be released for recordation until such time that the applicant provides a Storm Water Management Facility Maintenance Agreement signed by all parties with storm water management and maintenance interest in the off-site detention facility. The City Council acknowledges the agreement and authorizes the execution by the City of the agreement upon provision of an agreement signed by all necessary parties.
4. The temporary access drive between the proposed Radley Street and existing S 92nd Street be allowed to be gravel for a maximum of a 6 month period of time, constructed so that it supports 75,000lb GVW and be maintained at all times, including snow removal. Should the temporary drive be required longer than 6 months, the drive shall be paved.

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

7(b)

DATE: October 3, 2016

ITEM: West Green Industrial Park, 175 S. 9th Street – Approval of Preliminary Plat to subdivide the property into 36 lots for industrial development and one outlot – Next Phase Development, LLC. – PP-003125-2016

RESOLUTION: Approval of a Preliminary Plat

FINANCIAL IMPACT: Undetermined.

BACKGROUND: Next Phase Development is requesting approval of a Preliminary Plat for approximately 7.107 acres located at 175 S. 9th Street. The applicant proposes to subdivide the property into 36 lots for industrial development and one outlot. The development is to be put into a horizontal property regime (condominium) (see Exhibit I - Attachment B – Location Map and Attachment C – Preliminary Plat).

Plan and Zoning Commission Action:

Vote: 5-0 approval, Commissioners Crowley and Southworth absent

Date: September 26, 2016

Motion: Adopt a resolution recommending the City Council approve the Preliminary Plat

OUTSTANDING ISSUES: There are no outstanding issues.

The following items of interest are noted in the attached Plan and Zoning Commission report (see Exhibit I):

- Applicant's Request
- History
- City Council Subcommittee – *Development and Planning (July 11, 2016)*
- Staff Review and Comments
- Comprehensive Plan Consistency
- Findings
- Staff Recommendation and Conditions of Approval
- Owner/Applicant/Applicant Representative Information

RECOMMENDATION: Based upon the preceding review and a finding of consistency with the goals and policies of the Comprehensive Plan, the Plan and Zoning Commission recommends the City Council adopt a resolution to approve the Preliminary Plat to subdivide the property into 36 lots for industrial development and one outlot, subject to the applicant meeting all City Code requirements

Lead Staff Member: Kara Tragesser, AICP

STAFF REVIEWS

Department Director	
Appropriations/Finance	
Legal	
Agenda Acceptance	

PUBLICATION(S) (if applicable)

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

SUBCOMMITTEE REVIEW (if applicable)

Committee	Development & Planning Subcommittee		
Date Reviewed	July 11, 2016		
Recommendation	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Split <input type="checkbox"/>

ATTACHMENTS:

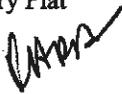
- Exhibit I - Plan and Zoning Commission Communication
 - Attachment A - Plan and Zoning Commission Resolution
 - Attachment B - Location Map
 - Attachment C - Preliminary Plat
- Exhibit II - City Council Resolution

CITY OF WEST DES MOINES
PLAN AND ZONING COMMISSION COMMUNICATION

Meeting Date: September 26, 2016

Item: West Green Industrial Park, 175 S. 9th Street – Approval of Preliminary Plat to subdivide the property into 36 lots for industrial development and one outlot – Next Phase Development, LLC. – PP-003125-2016

Requested Action: Approval of Preliminary Plat

Case Advisor: Kara Tragesser, AICP 

Applicant's Request: Next Phase Development is requesting approval of a Preliminary Plat for approximately 7.107 acres located at 175 S. 9th Street. The applicant proposes to subdivide the property into 36 lots for industrial development and one outlot. The development is to be put into a horizontal property regime (condominium) (see Attachment B – Location Map and Attachment C – Preliminary Plat).

History: The project covers Lots 2 and 3, Goodman Industrial Park. The Plan & Zoning Commission approved a grading plan and phased site plan at their April 11, 2016, meeting to initiate grading, install utilities, and construct footings and foundations. The City Council approved the installation of utilities and the construction of footings and foundations at their April 18, 2016, meeting. A Major Modification was approved by the City Council on May 2, 2016 for the construction of 91,650 sq. ft. of industrial buildings at 175 S. 9th Street and 250 South 11th Street. A minor modification application also has been submitted for the construction of additional parking on the site and to enhance the architecture of the buildings now that the buildings will be owner occupied and include contractor offices, as well as the proposed self-storage.

City Council Subcommittee: This item was presented to the Development and Planning City Council Subcommittee on July 11, 2016; the Subcommittee was supportive of the development.

Staff Review and Comment: This request was distributed to other City departments and other agencies for their review and comment.

Comprehensive Plan Consistency: The project has been reviewed for consistency with the Comprehensive Plan. Based upon that review, a finding has been made that the proposed project is consistent with the Comprehensive Plan in that the project is consistent with all of the goals and policies of the Comprehensive Plan and the land use map of the Comprehensive Plan.

Findings: This proposed project was distributed to various city departments for review and comment. Based upon that review, the following findings have been made on the proposed project:

1. The proposed development and use is consistent with the West Des Moines Comprehensive Plan in that the project has been reviewed for consistency with the Comprehensive Plan. Based upon that review, a finding has been made that the proposed project is consistent with the Comprehensive Plan in that the project is consistent with all of the goals and policies of the Comprehensive Plan.
2. The proposed development and use does assure compatibility of property uses within the zone and general area in that this project was reviewed by various City Departments for compliance with the Zoning Ordinance.
3. All applicable standards and conditions have been imposed which protects the public health, safety and welfare in that this project was reviewed by various City Departments and public agencies for compliance with the various state and local regulations. Based upon that review a finding is made that the project has been adequately conditioned to protect the health, welfare and safety of the community.
4. There is adequate on-site and off-site public infrastructure to support the proposed development in that this project was reviewed by various public agencies and City Departments and public utilities to ensure that either the petitioner will construct or the project has been conditioned to construct adequate public infrastructure to serve the development.

5. The proposed development and use has met the requirements contained in the City Code in that this project was reviewed by various City Departments and the project has complied with or has been conditioned to comply with all City Code requirements.
6. The proposed development and use is in keeping with the scale and nature of the surrounding neighborhood in that the proposed project is consistent with the zoning designation and Comprehensive Plan which designates this site as suitable for development such as that proposed by this project.

Staff Recommendation And Conditions Of Approval: Based upon the preceding review and a finding of consistency with the goals and policies of the Comprehensive Plan, staff recommends the Plan and Zoning Commission adopt a resolution recommending the City Council approve the Preliminary Plat to create 36 lots for industrial development and one outlot for common area, subject to the applicant meeting all City Code requirements and the following:

1. The applicant providing final drawings of the preliminary plat which addresses staff remaining comments prior to the final plat proceeding to the City Council for approval.

Owner/Applicant: Next Phase Development LLC
175 S. 9th Street
West Des Moines IA 50265
Reid Tamisiea
515-480-1818

Applicant Rep: Cooper Crawford & Associates
475 S. 50th Street, Suite 800
West Des Moines IA 50265
Brad Overturf
515-224-1344

ATTACHMENTS:

Attachment A	-	Plan and Zoning Commission Resolution
Attachment B	-	Location Map
Attachment C	-	Preliminary Plat

RESOLUTION NO. PZC-16-058

A RESOLUTION OF THE PLAN AND ZONING COMMISSION OF THE CITY OF WEST DES MOINES, RECOMMENDING TO THE CITY COUNCIL THAT IT APPROVE A PRELIMINARY PLAT TO SUBDIVIDE PROPERTY INTO 36 LOTS FOR INDUSTRIAL DEVELOPMENT AND ONE OULOT FOR COMMON AREA

WHEREAS, pursuant to the provisions of Title 10, Chapter 1 et seq, of the West Des Moines Municipal Code, the applicant, Next Phase Development LLC, has requested approval for a Preliminary Plat (PP-003126-2016) to create 36 lots for industrial development and one outlot for common area on a 7.107 acres at 175 S. 9th Street;

WHEREAS, studies and investigations were made and staff reports and recommendations were submitted which are made a part of this record and herein incorporated by reference;

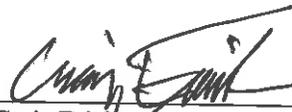
WHEREAS, on September 26, 2016, this Commission held a duly-noticed public meeting to consider the application for a Preliminary Plat;

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

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

SECTION 2. The Preliminary Plat to subdivide the property into 36 lots for industrial development and one outlot for common area is recommended to the City Council for approval, subject to compliance with all the conditions in the staff report including conditions added at the meeting, and attached hereto as Exhibit "A." Violation of any such conditions shall be grounds for revocation of the permit, as well as any other remedy which is available to the City.

PASSED AND ADOPTED on September 26, 2016.



Craig Erickson, Chairperson
Plan and Zoning Commission

ATTEST:



Recording Secretary

I HEREBY CERTIFY that the foregoing resolution was duly adopted by the Plan and Zoning Commission of the City of West Des Moines, Iowa, at a regular meeting held on September 26, 2016, by the following vote:

AYES: Andersen, Brown, Costa, Erickson, Hatfield
NAYS: -0-
ABSTENTIONS: -0-
ABSENT: Crowley, Southworth

ATTEST:



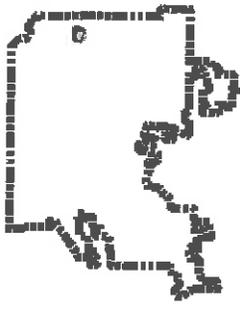
Recording Secretary

Exhibit A
CONDITIONS OF APPROVAL

1. The applicant providing final drawings of the preliminary plat which addresses staff remaining comments prior to the final plat proceeding to the City Council for approval.

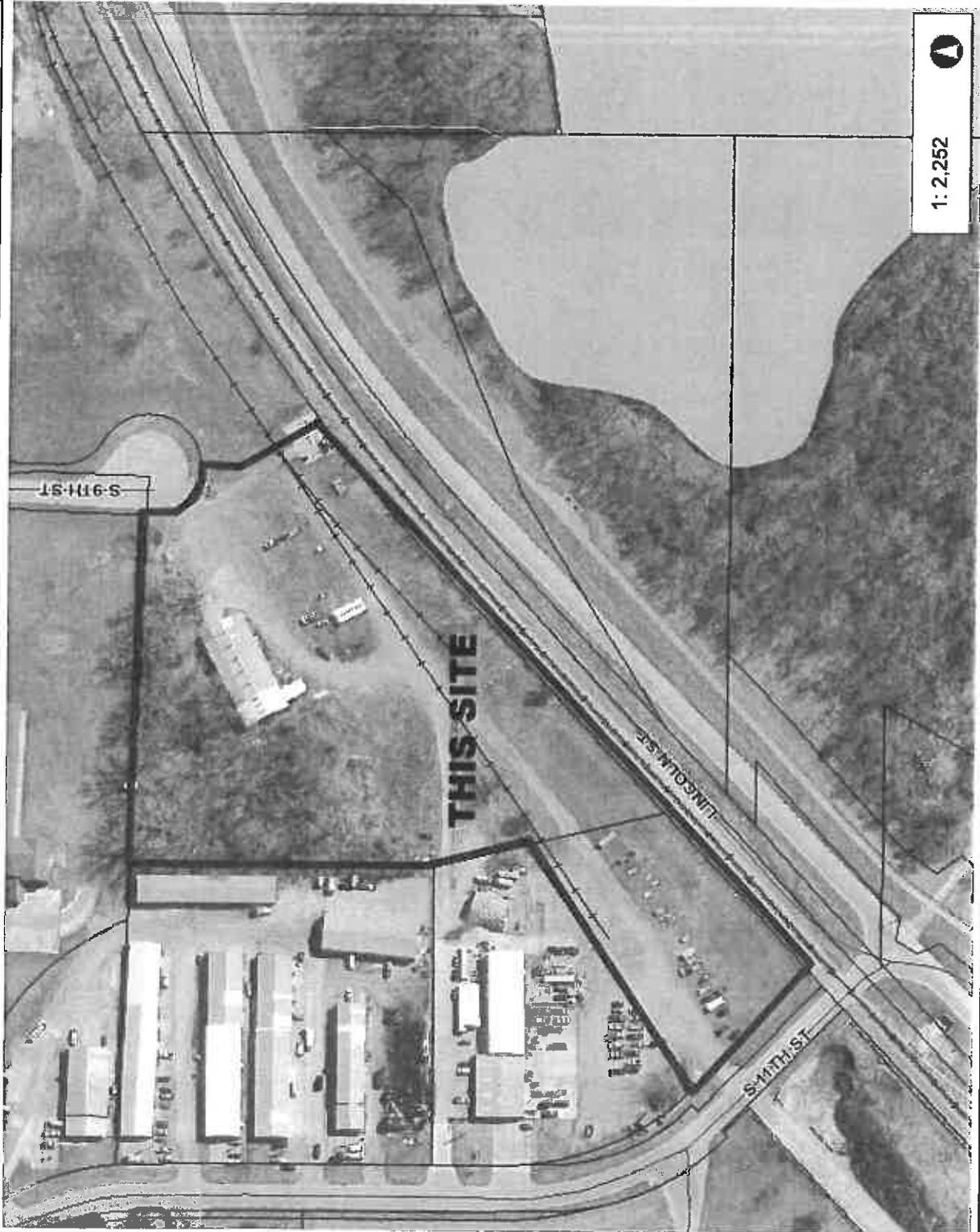


West Green Industrial Park



Legend

- Parcels
- Parks
- Greenways



1: 2,252



375.3

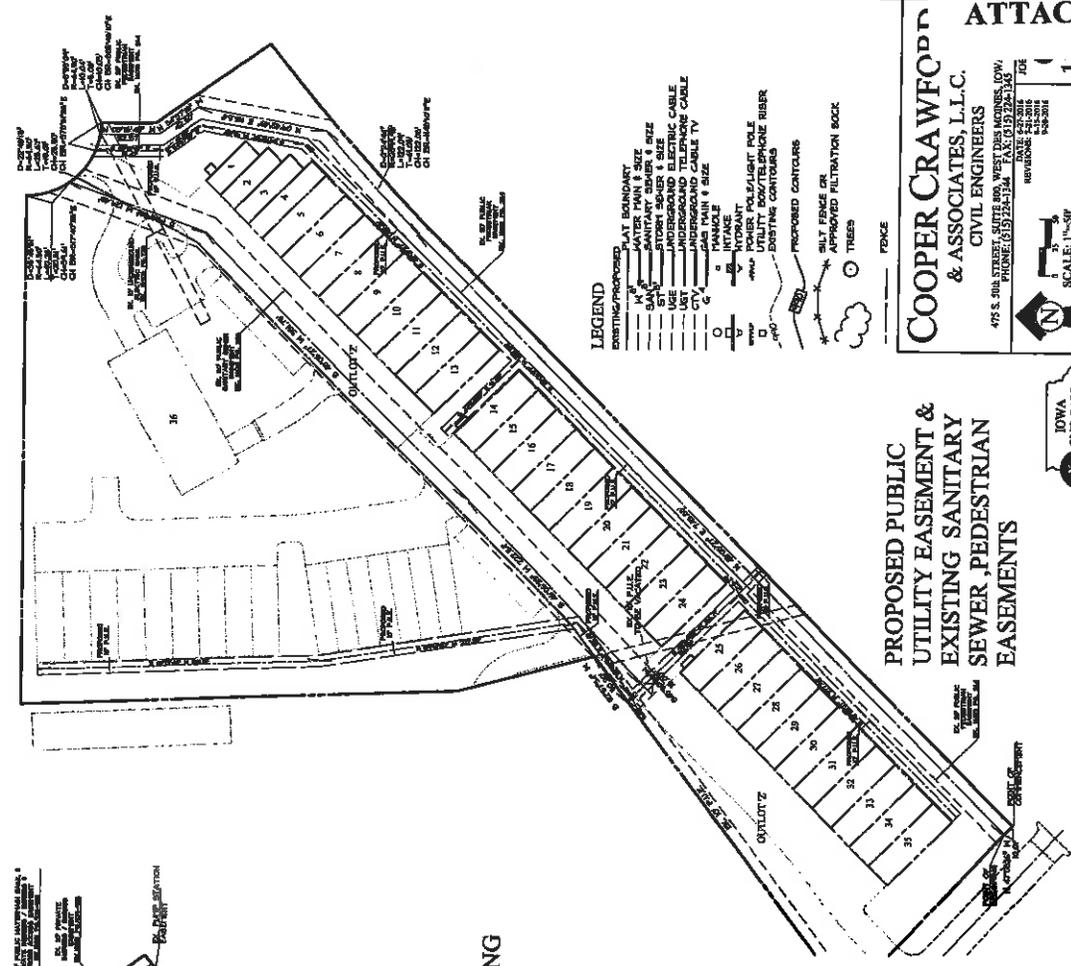
Disclaimer: The City of West Des Moines makes no warranties regarding the accuracy or completeness of the data provided herein.
 THIS MAP IS NOT TO BE USED FOR NAVIGATION

**WEST GREEN INDUSTRIAL PARK
PLAT 1
175 S. 9th STREET**

**COOPER CRAWFORD
& ASSOCIATES, L.L.C.**
CIVIL ENGINEERS
475 S. 9th STREET, SUITE 400, WEST DES MOINES, IOWA
PHONE: (515) 281-1314 FAX: (515) 281-1305
IOWA LICENSE NO. 143828
DATE: 12/15/2010

SCALE: 1"=50'
APPROVED: 03-23-2010 INITIALS: KCC AL-SHARIFI: 03-23-2010
PRELIMINARY PLAT
WEST GREEN INDUSTRIAL PARK

- LEGEND**
- DISTINGUISHED PLAT BOUNDARY
 - WATER MAIN 8" SIZE
 - SANITARY SEWER 8" SIZE
 - UNDERGROUND ELECTRIC CABLE
 - UNDERGROUND TELEPHONE CABLE
 - GAS MAIN 8" SIZE
 - MANHOLE
 - HYDRANT
 - POWER POLE/LIGHT POLE
 - UTILITY BOOT/TELEPHONE RISER
 - EXISTING CONTOURS
 - PROPOSED CONTOURS
 - 6" FT FENCE AS APPROVED
 - APPROVED FILTERATION BOCK
 - TREES
 - FENCE



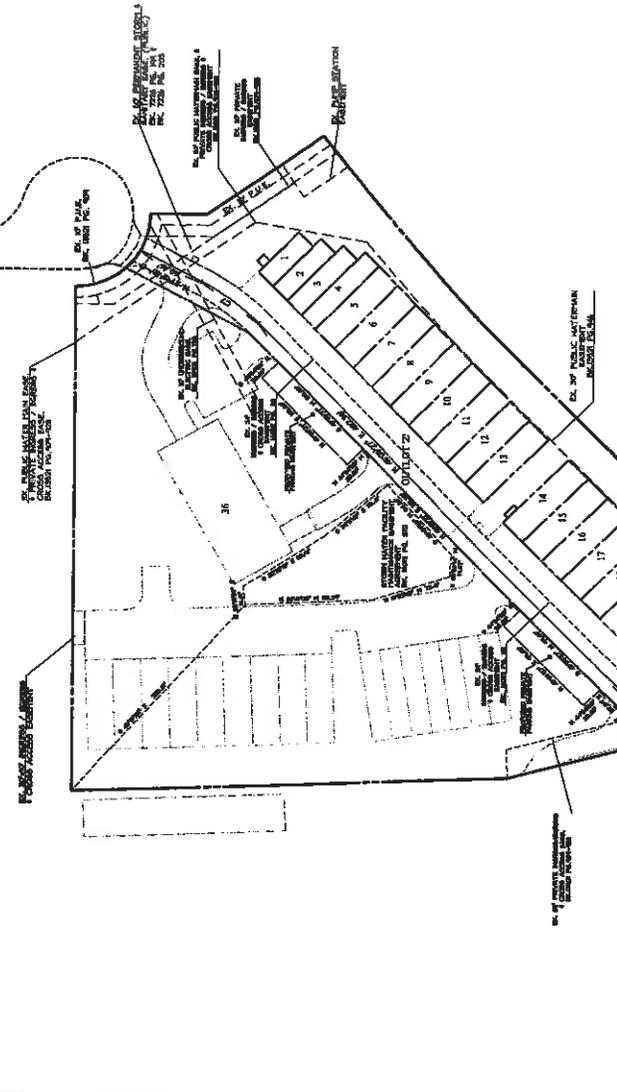
PROPOSED PUBLIC UTILITY EASEMENT & EXISTING SANITARY SEWER, PEDESTRIAN EASEMENTS



EXISTING EASEMENTS AND PROPOSED PARKING EASEMENTS

CURVE TABLE

CURVE DATA	RADIUS	LENGTH	TANGENT	CHORD	CHORD ANGLE
C1	1000.00	76.11	87.42	79.24	100.0000°
C2	1000.00	76.11	87.42	79.24	100.0000°
C3	1000.00	76.11	87.42	79.24	100.0000°
C4	1000.00	76.11	87.42	79.24	100.0000°
C5	1000.00	76.11	87.42	79.24	100.0000°
C6	1000.00	76.11	87.42	79.24	100.0000°
C7	1000.00	76.11	87.42	79.24	100.0000°



STORM WATER POLLUTION PREVENTION PLAN

SITE DESCRIPTION
 Name: West Green Industrial Park
 Address: 175 S. 9th Street
 City: Des Moines, IA 50309
 County: Polk
 State: Iowa
 Project No: 1771
 Date: 07/26/2014

- CONTROLS**
- Erosion control measures
 - Sedimentation control
 - Stormwater management
 - Best Management Practices (BMPs)
 - Stormwater detention
 - Stormwater treatment
 - Stormwater conveyance
 - Stormwater storage
 - Stormwater discharge

MAINTENANCE

- Regular maintenance of all structures
- Regular maintenance of all equipment
- Regular maintenance of all vehicles
- Regular maintenance of all materials
- Regular maintenance of all methods

INSPECTIONS

- Regular inspections of all structures
- Regular inspections of all equipment
- Regular inspections of all vehicles
- Regular inspections of all materials
- Regular inspections of all methods

NON-STORY WATER DISCHARGES

- Regular inspections of all structures
- Regular inspections of all equipment
- Regular inspections of all vehicles
- Regular inspections of all materials
- Regular inspections of all methods

CONTRACTORS

- Regular inspections of all structures
- Regular inspections of all equipment
- Regular inspections of all vehicles
- Regular inspections of all materials
- Regular inspections of all methods

WEST GREEN INDUSTRIAL PARK PLAT 1
 175 S. 9th STREET
 EROSION CONTROL CONTACT
 TDT SITE SERVICES, LLC
 175 S. 9th Street
 Des Moines, IA 50309
 PH: (515) 281-3800

EROSION CONTROL INSTALLATION SCHEDULE
 BEGIN INSTALLATION OF EROSION CONTROL MEASURES JULY 2014

NOTES

1. ALL WATER WORKS SHALL BE DONE IN ACCORDANCE WITH THE CITY OF DES MOINES WATER DEPARTMENT REGULATIONS.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF DES MOINES WATER DEPARTMENT.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF DES MOINES WATER DEPARTMENT.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF DES MOINES WATER DEPARTMENT.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF DES MOINES WATER DEPARTMENT.

BENCHMARK

INTERSECTION OF 4th STREET AND VINE STREET, MONUMENT CORNER OF NORTH SIDE OF VINE STREET, 100 FEET WEST OF EAST END OF 4th STREET.

ELEVATION: 82.36 (NAD83 Datum)
 82.36 (NAD83 Datum)

LEGEND

- Dashed line: DISTINGUISHED PLAT BOUNDARY
- Solid line: WATER MAIN 8" SIZE
- Solid line: SANITARY MAIN 8" SIZE
- Solid line: 6" FLOOR LINE
- Solid line: UNDERGROUND ELECTRIC CABLE
- Solid line: UNDERGROUND TELEPHONE CABLE
- Solid line: GAS MAIN 8" SIZE
- Circle with cross: MANHOLE
- Circle with dot: HYDRANT
- Circle with vertical line: POWER POLE/LIGHT POLE
- Circle with horizontal line: UTILITY DOWN/TELEPHONE RISER
- Circle with diagonal line: EXISTING CONTAINERS
- Circle with horizontal line: SILT PILE OR APPROVED PERFORATION SOCK
- Circle with vertical line: TREES
- Dashed line: FENCE

CONTRACTORS

The existing contractor shall have the responsibility of providing all necessary permits and approvals for the construction of the stormwater management system. The contractor shall be responsible for obtaining all necessary permits and approvals from the City of Des Moines Water Department.

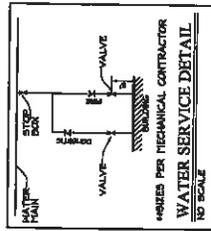
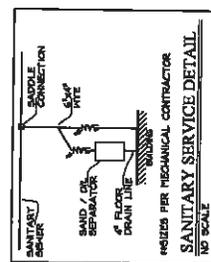
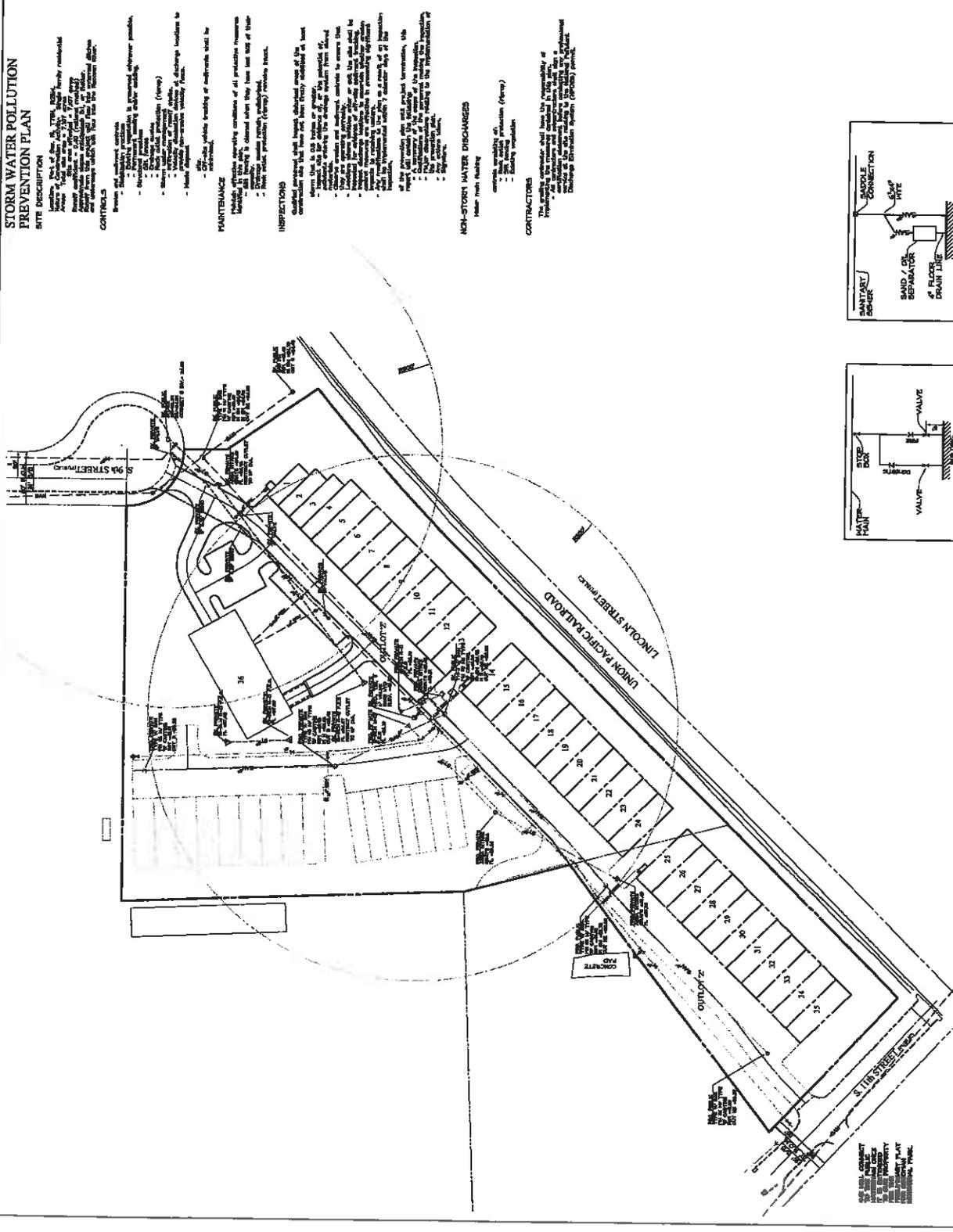
NON-STORY WATER DISCHARGES

Water from building

- Stormwater
- Sanitary wastewater
- Cooling water

CONTRACTORS

The existing contractor shall have the responsibility of providing all necessary permits and approvals for the construction of the stormwater management system. The contractor shall be responsible for obtaining all necessary permits and approvals from the City of Des Moines Water Department.



COOPER CRAWFORD & ASSOCIATES, L.L.C.
 CIVIL ENGINEERS
 473 S. 50th STREET, SUITE 200, DES MOINES, IOWA 50309
 PHONE: (515) 281-3800
 FAX: (515) 281-3801
 JOB NUMBER: CC
 DRAWING NUMBER: 1771
 SHEET: 3 OF 4
 PRELIMINARY PLAT
 WEST GREEN INDUSTRIAL PARK



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

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, APPROVING THE PRELIMINARY PLAT (PP-003125-2016) TO SUBDIVIDE PROPERTY AT 175 S. 9th STREET INTO 36 LOTS FOR INDUSTRIAL DEVELOPMENT AND ONE OUTLOT

WHEREAS, pursuant to the provisions of Title 10, Chapter 1 et seq, of the West Des Moines Municipal Code, Next Phase Development LLC requests approval for a preliminary plat to subdivide property into the 36 lots for industrial development and one outlot at property legally described as:

Legal Description of Property

Lots 2 and 3, Goodman Industrial Park, an official plat now in and forming a part of the City of West Des Moines, Polk County, Iowa

WHEREAS, 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 September 26, 2016, the Plan and Zoning Commission recommend to the City Council approval of the Preliminary Plat; and

WHEREAS, on October 3, 2016, this City Council held a duly-noticed meeting to consider the application for a preliminary plat

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WEST DES MOINES DOES RESOLVE AS FOLLOWS:

SECTION 1. The findings, for approval, in the staff report for the preliminary plat, or as amended orally at the City Council meeting on this date, are adopted.

SECTION 2. The Preliminary Plat to subdivide property into 36 lots for industrial development and one outlot is approved, subject to compliance with all the conditions in the staff report, including conditions added at the meeting, and attached hereto as Exhibit "A". Violation of any such conditions shall be grounds for revocation of the entitlement, as well as any other remedy which is available to the City.

PASSED AND ADOPTED on October 3, 2016.

Steven Gaer, Mayor

ATTEST:

Ryan T. Jacobson
City Clerk

EXHIBIT "A"
CONDITIONS OF APPROVAL

1. The applicant providing final drawings of the preliminary plat which addresses staff comments prior to the final plat proceeding to the City Council for approval.

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

DATE: October 3, 2016

ITEM:

Motion - Approval of Traffic Code Amendments
Through Streets Stop Required
South Grand Prairie Parkway – North Corporate Limits to Mills Civic Parkway
First Reading

FINANCIAL IMPACT:

None.

BACKGROUND:

This ordinance will designate South Grand Prairie Parkway as a through street stops required between the northern corporate limits and Mills Civic Parkway. This designation is to reflect the traffic flows on this new street.

RECOMMENDATION:

City Council Adopt:

Motion approving First Reading

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

STAFF REVIEWS

Department Director	Bret Hodne
Appropriations/Finance	Tim Stiles
Legal	
Agenda Acceptance	

PUBLICATION(S) (if applicable)		SUBCOMMITTEE REVIEW (if applicable)		
Published In	Des Moines Register	Committee	Public Works	
Dates(s) Published		Date Reviewed	September 26, 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 6-9-2: THROUGH STREETS STOP REQUIRED: is hereby amended by revising the following paragraph:

Add:

<u>Street</u>	<u>From</u>	<u>To</u>
Grand Prairie Parkway (South)	North Corporate Limits	Mills Civic Parkway

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 \$100.00 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.

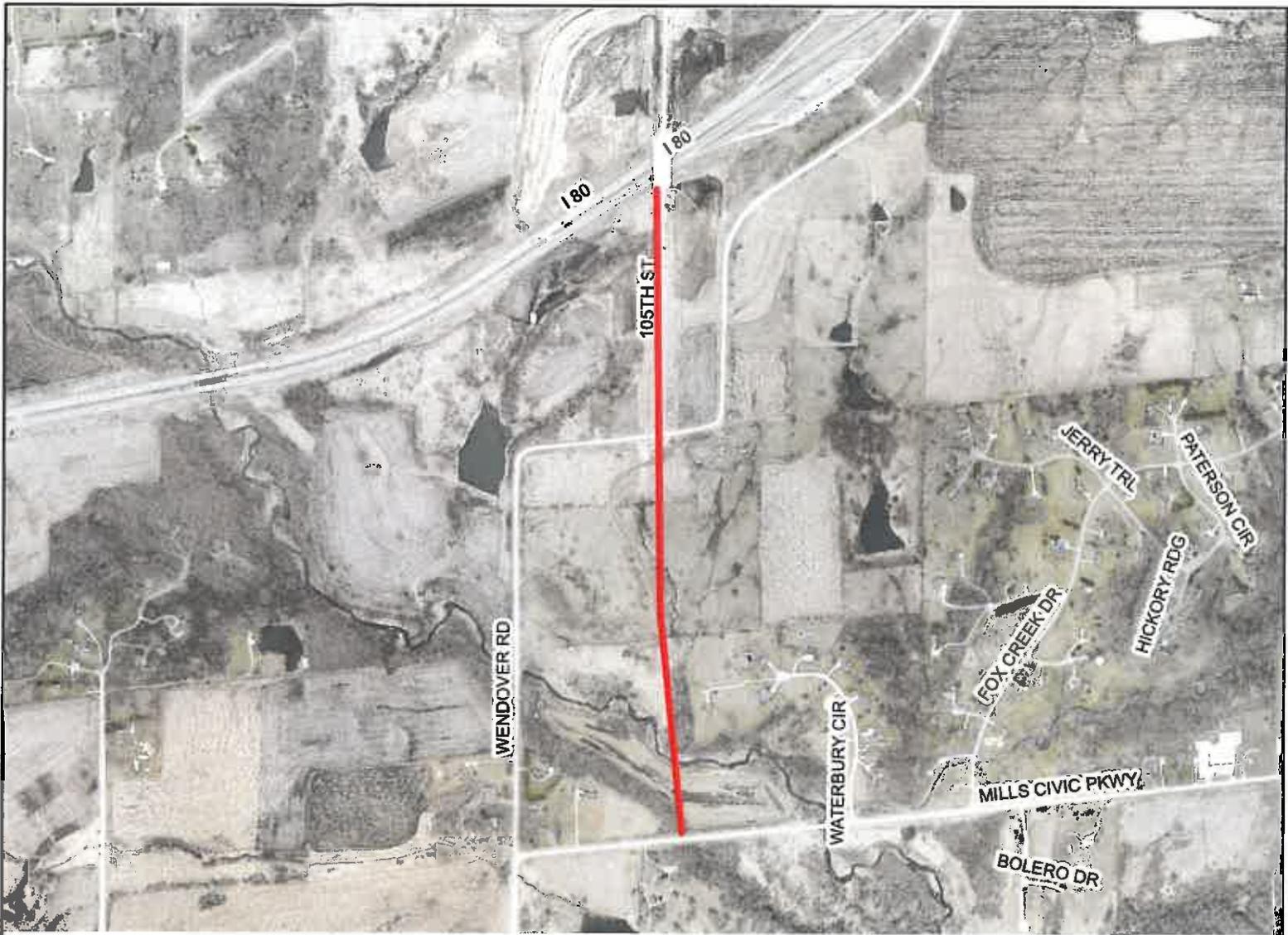
PASSED AND APPROVED this 3rd day of October, 2016.

Steven K. Gaer, Mayor

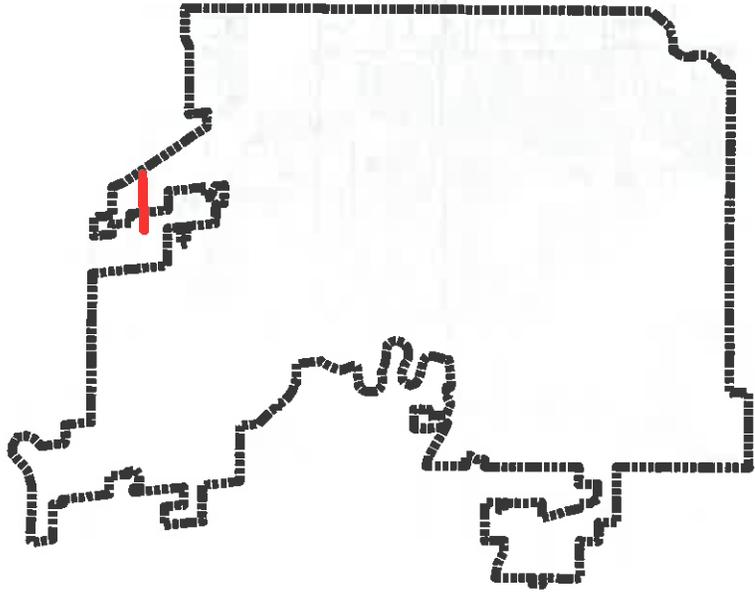
ATTEST:

Ryan T. Jacobson
City Clerk

Published in the Des Moines Register this _____ day of _____, 2016.



VICINITY MAP



LEGEND

PROJECT LOCATIONS 



PROJECT: **Approval of Traffic Code Amendment, Through Street Stop Required**

LOCATION: **Grand Prairie Parkway, North Corporate Limit to Mills Civic Parkway**

DRAWN BY: JDR

DATE: 8-17-2016

SHT. 1 of 1

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

DATE: October 3, 2016

ITEM:

Motion - Approval of Traffic Code Amendment
No Parking Zones
South Grand Prairie Parkway – North Corporate Limits to Mills Civic Parkway
First Reading

FINANCIAL IMPACT: None.

BACKGROUND:

This ordinance will provide for no parking on either side of South Grand Prairie Parkway.

OUTSTANDING ISSUES: None.

RECOMMENDATION:

City Council Adopt:
- Motion approving First Reading

Lead Staff Member: Jim Dickinson, P.E. 

STAFF REVIEWS

Department Director	Bret Hodne				
Appropriations/Finance	Tim Stiles				
Legal					
Agenda Acceptance					
PUBLICATION(S) (if applicable)		SUBCOMMITTEE REVIEW (if applicable)			
Published In	Des Moines Register	Committee	Public Works		
Dates(s) Published		Date Reviewed	September 26, 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, POLK COUNTY, IOWA.

SECTION 1: TITLE 6 (MOTOR VEHICLES AND TRAFFIC), CHAPTER 9, SECTION 6-9-5-1: NO PARKING ZONES: is hereby amended by the following changes:

Add:

<u>Street</u>	<u>From</u>	<u>To</u>	<u>Side</u>
Grand Prairie Parkway (South)	North Corporate Limits	Mills Civic Parkway	West

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 \$100.00 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.

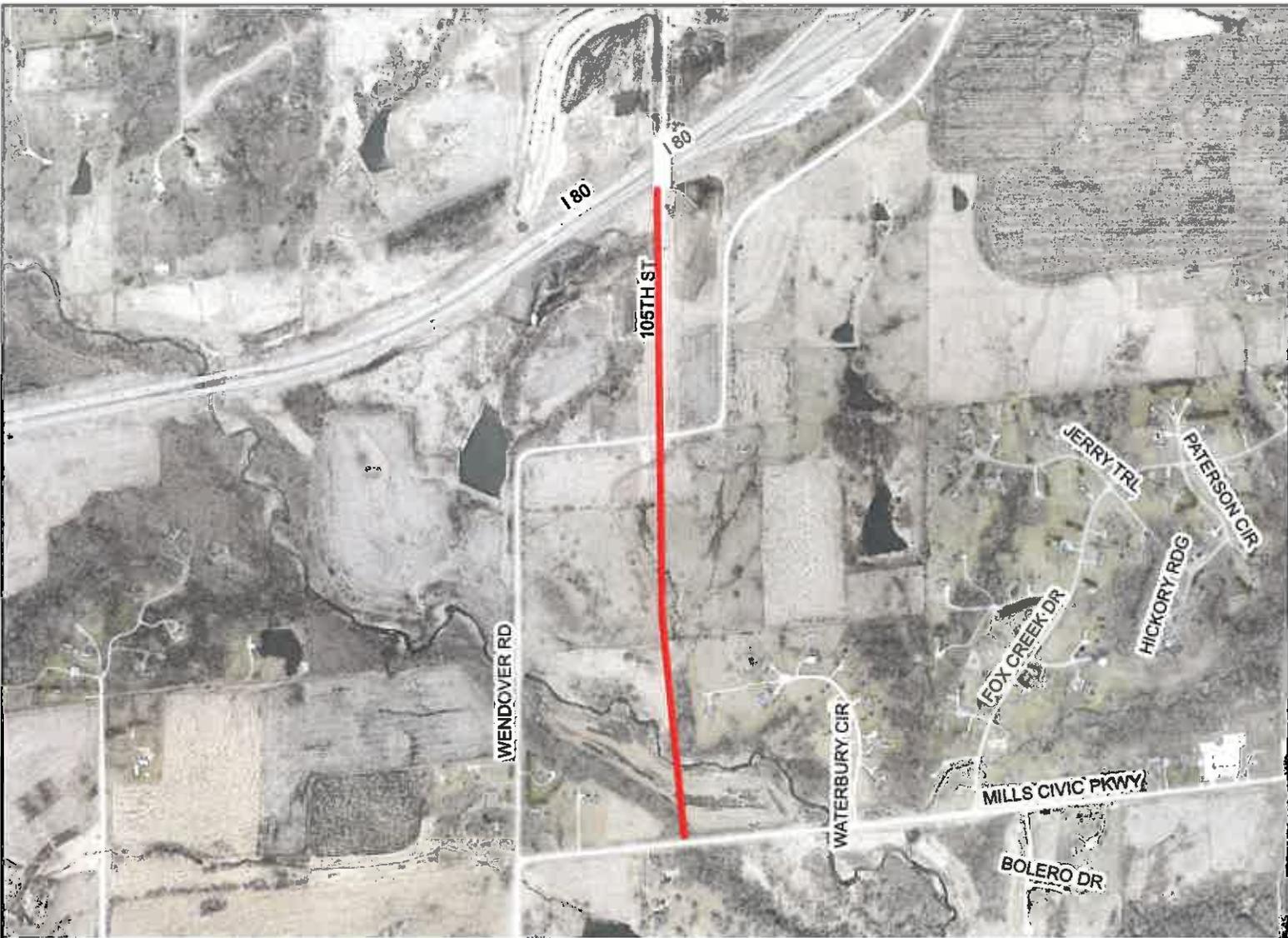
PASSED AND APPROVED this 3rd day of October, 2016.

Steven K. Gaer, Mayor

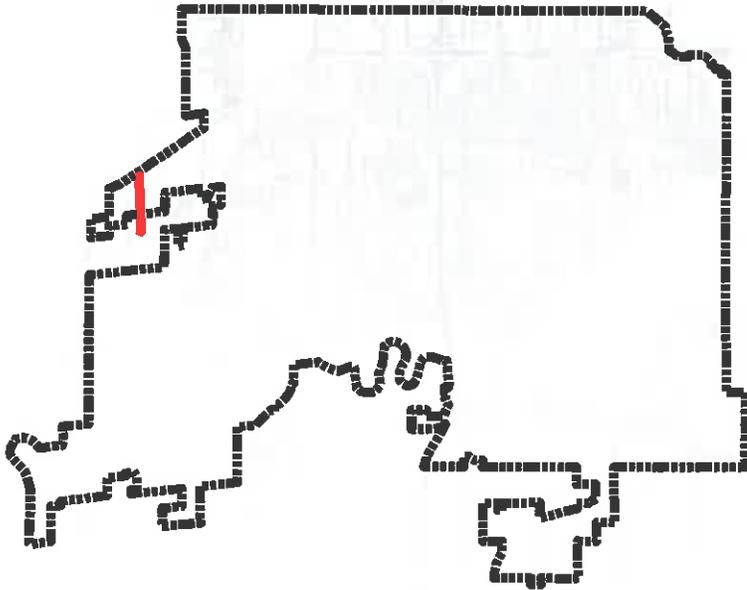
ATTEST:

Ryan T. Jacobson
City Clerk

Published in the Des Moines Register this _____ day of _____, 2016



VICINITY MAP



LEGEND

PROJECT LOCATIONS 



PROJECT:

Approval of Traffic Code Amendment, No Parking Zones

LOCATION:

Grand Prairie Parkway, North Corporate Limit to Mills Civic Parkway

DRAWN BY: JDR

DATE: 8-17-2016

SHT. 1 of 1

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

DATE: October 3, 2016

ITEM:

Motion - Approval of Traffic Code Amendments
Special Speed Zones
South Grand Prairie Parkway – North Corporate Limits to Mills Civic Parkway
First Reading

FINANCIAL IMPACT:

None

BACKGROUND:

Approval of the ordinance will assign a 35 mph speed limit to the section of Grand Prairie Parkway within the interchange and a 40 mph speed limit to the section of Grand Prairie Parkway south of the interchange to Mills Civic Parkway.

RECOMMENDATION:

City Council Adopt:

Motion approving First Reading

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	

PUBLICATION(S) (if applicable)		SUBCOMMITTEE REVIEW (if applicable)		
Published In	Des Moines Register	Committee	Public Works	
Dates(s) Published		Date Reviewed	September 26, 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 6-9-10: SPECIAL SPEED ZONES: is hereby amended by adding the following paragraphs:

Add:

<u>Street</u>	<u>From</u>	<u>To</u>	<u>Speed</u>
Grand Prairie Parkway (South)	North Corporate Limits	1,500 feet south of North Corporate Limits	35 mph
Grand Prairie Parkway (South)	1,500 feet south of North Corporate Limits		40 mph

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 \$100.00 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.

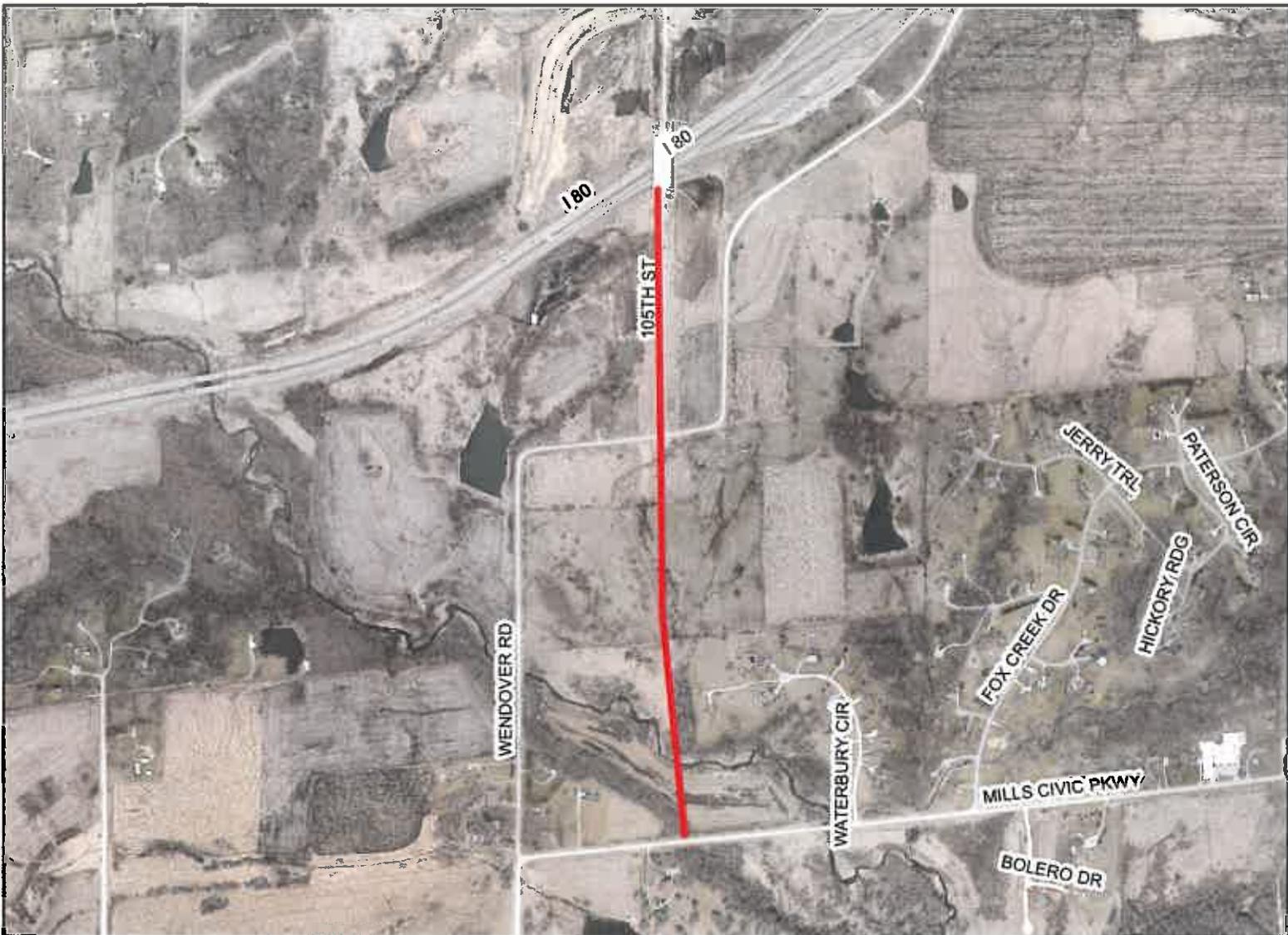
PASSED AND APPROVED this 22nd day of August 2016.

Steven K. Gaer, Mayor

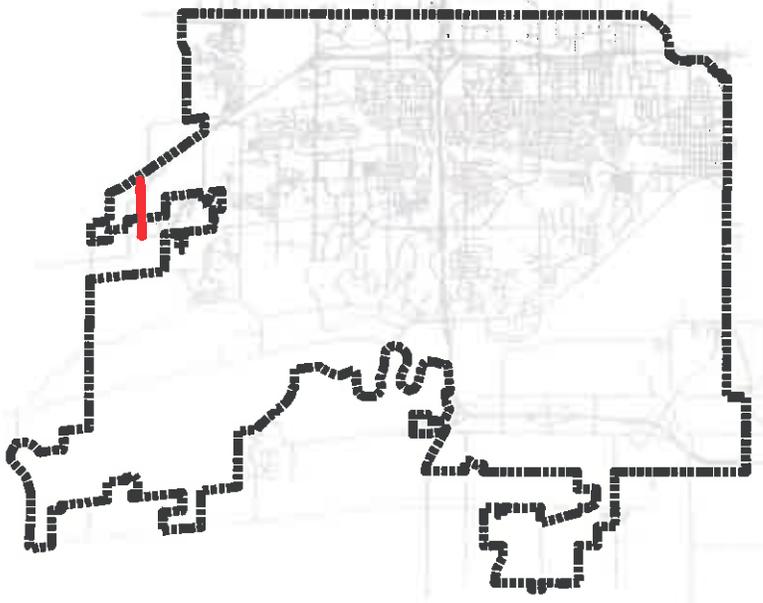
ATTEST:

Ryan T. Jacobson
City Clerk

Published in the Des Moines Register this _____ day of _____, 2016.



VICINITY MAP



LEGEND

PROJECT LOCATIONS 



PROJECT: **Approval of Traffic Code Amendment, Special Speed Zones**

LOCATION: **Grand Prairie Parkway, North Corporate Limit to Mills Civic Parkway**

DRAWN BY: JDR

DATE: 8-17-2016

SHT. 1 of 1

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

DATE: October 3, 2016

ITEM:

Motion - Approval of Traffic Code Amendments
Truck Routes
South Grand Prairie Parkway – North Corporate Limits to Mills Civic Parkway
First Reading

FINANCIAL IMPACT:

None.

BACKGROUND:

This ordinance will designate South Grand Prairie Parkway as a truck route between the north corporate limits and Mills Civic Parkway. This designation is to reflect the traffic flows on this new street.

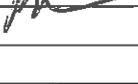
RECOMMENDATION:

City Council Adopt:

Motion approving First Reading

Lead Staff Member: Jim Dickinson, P.E. 

STAFF REVIEWS

Department Director	Bret Hodne 
Appropriations/Finance	Tim Stiles 
Legal	
Agenda Acceptance	

PUBLICATION(S) (if applicable)		SUBCOMMITTEE REVIEW (if applicable)		
Published In	Des Moines Register	Committee	Public Works	
Dates(s) Published		Date Reviewed	September 26, 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 6-9-12-2: TRUCK ROUTES: is hereby amended by revising the following paragraph:

Add:

<u>Street</u>	<u>From</u>	<u>To</u>
Grand Prairie Parkway (South)	North Corporate Limits	Mills Civic Parkway

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 \$100.00 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.

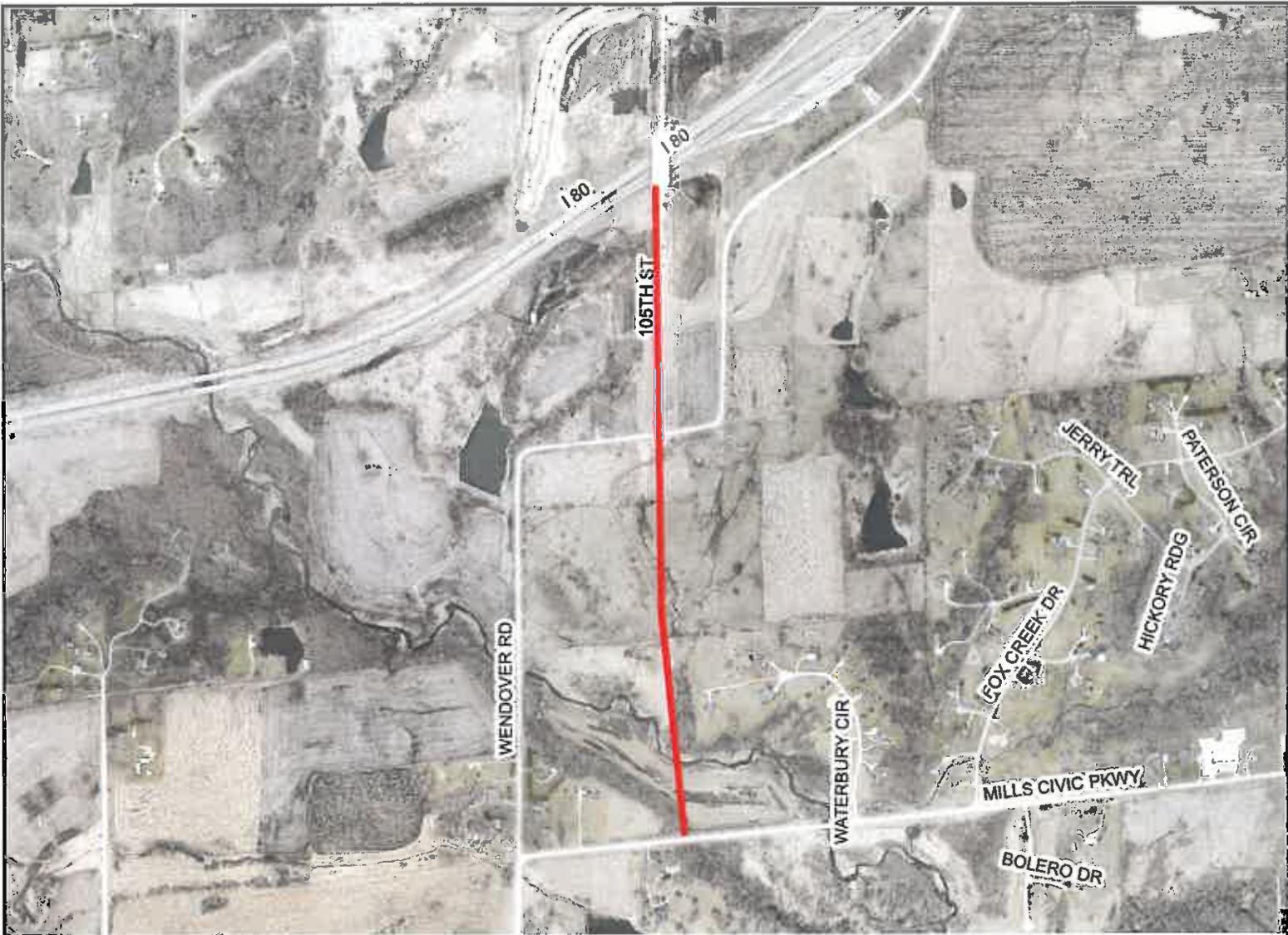
PASSED AND APPROVED this 3rd day of October, 2016.

Steven K. Gaer, Mayor

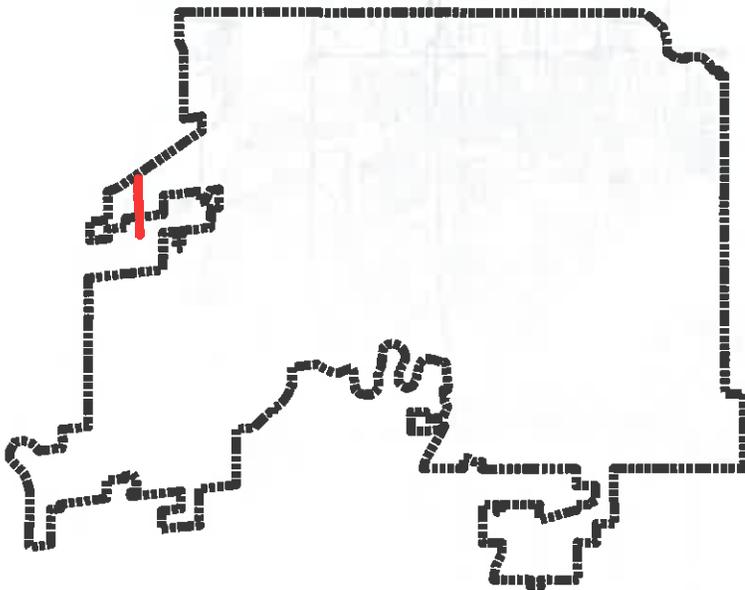
ATTEST:

Ryan T. Jacobson
City Clerk

Published in the Des Moines Register this _____ day of _____, 2016.



VICINITY MAP



LEGEND

PROJECT LOCATIONS 



PROJECT: **Approval of Traffic Code Amendment, Truck Routes**

LOCATION: **Grand Prairie Parkway, North Corporate Limit to Mills Civic Parkway**

DRAWN BY: JDR

DATE: 8-17-2018

SHT. 1 of 1

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

DATE: October 3, 2016

ITEM: Snow Maintenance Facilities – Amend Title 9, Zoning, to establish performance standards for snow maintenance facilities- City Initiated – AO-002908-2015

MOTION: Refer to Plan and Zoning Commission

FINANCIAL IMPACT: Undetermined.

BACKGROUND: The City of West Des Moines requests an amendment to Title 9, Zoning, to establish performance standards for snow maintenance facilities. Many snow removal contractors for larger office and commercial establishments have been staging equipment and materials on properties to allow for efficient and timely removal of snow and ice. Storage and operation of these facilities have not been problematic so far, but no recourse exists if we do have a problem site. Staff is recommending adoption of performance standards for these facilities, but at this point in time not requiring a review or permitting process.

At this time the City is requesting that the City Council initiate the ordinance amendment request and refer it to the Plan and Zoning Commission for their review and recommendation. The initiation of the ordinance amendment request by the City Council does not indicate support or opposition to the request.

RECOMMENDATION: Staff recommends initiation of the ordinance amendment request and forwarding it to the Plan and Zoning Commission for their review and recommendation.

Lead Staff Member: J. Bradley Munford, Planner 

STAFF REVIEWS:

Department Director	
Appropriations/Finance	
Legal	JRW
Agenda Acceptance	

PUBLICATION(S) (if applicable)

Published In	n/a
Date(s) Published	n/a
Letter sent to surrounding property owners	n/a

SUBCOMMITTEE REVIEW (if applicable)

Committee	Development & Planning		
Date Reviewed	September 19, 2016		
Recommendation	Yes	No <input type="checkbox"/>	Split <input type="checkbox"/>

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

DATE: October 3, 2016

ITEM: Indoor Self-Storage in Commercial Districts, Amend Title 9, Zoning, to Regulate Indoor Self-Storage in Commercial Districts– City Initiated
AO-003229-2016

MOTION: Refer to Plan and Zoning Commission

FINANCIAL IMPACT: Undetermined.

BACKGROUND: The City of West Des Moines requests an amendment to Title 9, Zoning, to amend the ordinance to regulate indoor self-storage in commercial zoning districts. Staff has had a pre-application for indoor self-storage in the former Dahl’s grocery store building at 5003 E.P. True Parkway, where the applicant inquired about using the building for indoor self-storage. Staff discussed the possibility at the Development and City Council Subcommittee on July 11, 2016, and the Subcommittee was generally supportive of allowing indoor self-storage in the commercial districts if combined with a retail/office component to keep the activity level at these sites more conducive to commercial activity that otherwise would take place in the districts.

At this time the City is requesting that the City Council initiate the ordinance amendment request and refer it to the Plan and Zoning Commission for their review and recommendation. The initiation of the ordinance amendment request by the City Council does not indicate support or opposition to the request.

RECOMMENDATION: Staff recommends initiation of the ordinance amendment request and forwarding it to the Plan and Zoning Commission for their review and recommendation.

Lead Staff Member: Kara Tragesser, AICP

Kara Tragesser

STAFF REVIEWS:

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

PUBLICATION(S) (if applicable)

Published In	n/a
Date(s) Published	n/a
Letter sent to surrounding property owners	n/a

SUBCOMMITTEE REVIEW (if applicable)

Committee	n/a		
Date Reviewed			
Recommendation	Yes	No <input type="checkbox"/>	Split <input type="checkbox"/>

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

DATE: October 3, 2016

ITEM: Ordinance Amendment – Title 9, Zoning, Chapter 14, Accessory Structures to Regulate Materials Used on Fuel Pump Canopies – City Initiated
AO-003237-2016

MOTION: Refer to Plan and Zoning Commission

FINANCIAL IMPACT: Undetermined.

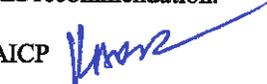
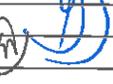
BACKGROUND: In September 2015 the City Council approved an ordinance which modified the regulation of fuel pump canopies which provided for consistent setbacks, materials, and performance standards related to the fuel pumps and the fuel pump canopy. During the year since that ordinance went into effect, the City has approved two fuel pump canopies which utilized materials that could meet intended performance standards but were not specifically mentioned in the ordinance language, thus deviated from the materials requirement for the canopy support columns. Another convenience store with fuel pumps and canopy has been submitted utilizing the same materials as the others. When this happens, Staff reviews the City Code in light of the approved deviations towards revising City Code to accommodate the use of these alternate materials and the precedents that have been set. This amendment intends to revise the performance standards set for fuel canopies to provide more flexibility in the materials used to clad the support columns of the canopy.

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"/>