

CITY OF WEST DES MOINES

COUNCIL AGENDA

date: October 31, 2016

time: 5:30 P.M.

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

1. **Call to Order/Pledge of Allegiance/Roll Call/Approval of Agenda**
2. **Citizen Forum** (Pursuant to City Council Procedural Rules citizen remarks are limited to five minutes under this agenda category - if additional time is desired the Mayor/Council may allow continuation as part of the Other Matters portion of the agenda)
3. **Mayor/Council/Manager Report/Other Entities Update**
 - a. Swearing in of Police Lieutenant Steven Areges
 - b. Swearing in of Police Sergeants Charles Masterson, Ryan Anderson, and Ryan Purdy
4. **Consent Agenda**
 - a. Motion - Approval of Minutes of October 17, 2016 Meeting
 - b. Motion - Approval of Bill Lists
 - c. Motion - Approval of Liquor Licenses:
 1. Aldi, Inc. d/b/a Aldi, Inc. #40, 6050 Mills Civic Parkway - Class BC Beer Permit with Carryout Wine and Sunday Sales - Renewal
 2. On The Rise Valley West, LLC, d/b/a Blaze Pizza, 1551 Valley West Drive, Suite 225 - Class BW Permit with Sunday Sales and Outdoor Service - New
 3. Cabo Sol Mexican Restaurant, LLC d/b/a Cabo Sol Mexican Restaurant, 5010 Mills Civic Parkway, Suite 100 - Class LC Liquor License with Sunday Sales - Renewal
 4. Firebirds of West Des Moines, LLC d/b/a Firebirds Wood Fired Grill, 440 South 68th Street, Suite 101 - Class LC Liquor License with Sunday Sales - Renewal
 5. Hy-Vee, Inc., d/b/a Hy-Vee Gas, 7280 University Avenue - Class BC Beer Permit with Carryout Wine and Sunday Sales - Renewal
 6. Kum & Go, LC, d/b/a Kum & Go #532, 5901 Mills Civic Parkway, Building 2000 - Class LE Liquor License with Carryout Beer, Carryout Wine, and Sunday Sales - New

- 7. Prime Restaurant Corporation d/b/a Prime Restaurant, 1261 8th Street - Class LC Liquor License with Sunday Sales and Outdoor Service - Renewal
- 8. Taste of New York, Inc. d/b/a Taste of New York, 165 South Jordan Creek Parkway, Suite 160 - Class BW Permit with Sunday Sales - New
- d. Motion - Approval of Tobacco Permits
- e. Motion - Approval to Sell Surplus City Equipment
- f. Motion - Approval of Professional Services Agreement - Jordan Creek Assessment and Restoration Prioritization Analysis
- g. Motion - Approval of Change Orders:
 - 1. 2016 Concrete Trail Renovation, #1
 - 2. Community Center Interior Renovations, #6
- h. Resolution - Order Construction - 2016 Sewer Cleaning and Televising Program
- i. Resolution - Accept Work:
 - 1. 2015 Channel Repair Program
 - 2. 2015 PCC Patching Program Phase 1
 - 3. 2015 Sewer Lining Program
 - 4. 2016 Concrete Trail Renovation
 - 5. Frink Creek Sanitary Sewer
 - 6. Public Services Facility Grading
 - 7. SE White Crane Road, SE Soteria Avenue to Dead End
- j. Resolution - Accept Public Improvements - Galleria Plat 8, Lot 3 (Sanitary Sewer)
- k. Resolution - Approval and Acceptance of Easement - Grand Avenue Siphon Replacement Project
- l. Resolution - Approval of High Quality Jobs Program Application - The IMT Group
- m. Resolution - Approval and Acceptance of Workforce Housing Loan Agreement with Iowa Finance Authority - Phenix Elementary School Property
- n. Resolution - Approval and Acceptance of Purchase Agreement and Easements - Grand Avenue Siphon Replacement Project

5. Old Business

- 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 (Continued from October 17, 2016)
 - 1. Ordinance - Approval of First Reading (RE-1A and RM-8 to R-1)
 - 2. Ordinance - Approval of First Reading (RE-1A and RM-8 to RS-20)
 - 3. Resolution - Approval of Comprehensive Plan Amendment
- b. Amendment to City Code - Title 9 (Zoning), Chapter 2 (Zoning Rules and Definitions) and Chapter 1 (Performance Standards) - Establish Performance Standards for Snow Maintenance Facilities - City Initiated
 - 1. Ordinance - Approval of Second, Third Readings and Final Adoption

- c. Amendment to City Code - Title 9 (Zoning), Chapter 6 (Commercial, Office and Industrial Zoning Districts), Section 6 (Commercial, Office and Industrial Use Regulations) - Allow Eating Places and Drinking Places Uses in Light Industrial and General Industrial Zoning Districts - City Initiated
 - 1. Ordinance - Approval of Second, Third Readings and Final Adoption
- d. Amendment to City Code - Title 6 (Motor Vehicles and Traffic), Chapter 9 (Traffic Schedules), Section 1 (Official Traffic Controls) - South 50th Street and Wistful Vista Drive - City Initiated
 - 1. Ordinance - Approval of Second, Third Readings and Final Adoption
- e. Amendment to City Code - Title 6 (Motor Vehicles and Traffic), Chapter 9 (Traffic Schedules), Section 2 (Through Streets Stop Required) - 60th Street, North Corporate Limits to Grand Avenue - City Initiated
 - 1. Ordinance - Approval of Second, Third Readings and Final Adoption
- f. Issuance of \$7,200,000 General Obligation Bonds, Series 2016C - City Initiated
 - 1. Resolution - Appoint Paying Agent, Registrar, and Transfer Agent
 - 2. Resolution - Authorizing the Issuance and Approval of Tax Exemption Certificate and Continuing Disclosure Certificate
- g. Issuance of \$10,700,000 General Obligation Urban Renewal Bonds, Series 2016D - City Initiated
 - 1. Resolution - Appoint Paying Agent, Registrar, and Transfer Agent
 - 2. Resolution - Authorizing the Issuance and Approval of Tax Exemption Certificate and Continuing Disclosure Certificate
- 6. Public Hearings (5:35 p.m.)**
 - a. West Green Industrial Park, 175 South 9th Street - Vacation of a Public Sanitary Sewer Easement - City Initiated
 - 1. Resolution - Approval of Vacation
 - b. Amendment to City Code - Title 9 (Zoning), Chapter 14 (Accessory Structures) - Regulate Materials Used on Fuel Pump Island Canopies - City Initiated
 - 1. Ordinance - Approval of First Reading

7. New Business

- a. Villas at Kierland, southeast corner of Westown Parkway and Sedona Drive - Subdivide Property into 26 Lots for Townhome Development and Two Outlots for Private Streets and Detention - Brothers Construction
 - 1. Resolution - Accept Public Improvements and Approval and Release of Final Plat

- b. Majestic Oaks, northwest corner of Stagecoach Drive and South 95th Street - Subdivide Parcel into Two for Transfer of Ownership - Alex Wick
 - 1. Resolution - Approval and Release of Plat of Survey

- c. Holiday Park Deep Well Pump House, 1701 Railroad Avenue, Building 4000 - Construction of a 290 sq. ft. Single Story Building for a Pump House - West Des Moines Water Works
 - 1. Resolution - Approval of Major Modification

- d. Phase 1B Edgewater Building Addition, 9225 Cascade Avenue - Approval of a 98,000 sq. ft. Building Addition and Associated Landscaping - Wesley Active Life Community, LLC
 - 1. Resolution - Approval of Major Modification

- e. Amendment to City Code - Title 6 (Motor Vehicles and Traffic), Chapter 9 (Traffic Schedules), Section 5 (Special Restricted No Parking Areas) - 34th Street Place, Brookview Drive to Meadow Lane - City Initiated
 - 1. Ordinance - Approval of First Reading

8. Receive, File and/or Refer

9. Other Matters

CITY COUNCIL WORKSHOP

(immediately follows Council meeting)

- 1. Fire Code Updates
- 2. Other Matters

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

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West Des Moines City Council Proceedings
Monday, October 17, 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, October 17, 2016 at 5:30 PM. Council members present were: J. Mickelson, J. Sandager, K. Trevillyan, and R. Trimble.

City Clerk Ryan Jacobson noted staff is recommending the following amendments to the agenda:

- Items 4(j)1 Establish Consultation Meeting and Public Hearing - Osmium Urban Renewal Area and 4(j)2 Establish Consultation Meeting and Public Hearing - Amendment #2 to Alluvion Urban Renewal Area both need corrections to the legal descriptions
- Item 4(n) Approval of Offer to Purchase and Agreement - Madison County Property for Future Park is being removed from the agenda and will be brought forward at a future meeting
- Item 6(a) Browns Woods Estates Comprehensive Plan Amendment and Rezoning should have listed two separate ordinances instead of one

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

Vote 16-398: Mickelson, Sandager, Trevillyan, Trimble...4 yes
Motion carried.

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

Council member Messerschmidt arrived at 5:31 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

Fire Chief Craig Leu introduced Firefighters Brad Kain, Jerod Schenimann, and Tyler Wallace, who were then sworn in by Mayor Gaer.

Council member Trimble reported he participated in a firefighter challenge, and he expressed appreciation for the West Des Moines Fire Department.

Council member Mickelson reported the Iowa Wild have agreed to assist the City with installing an outdoor ice skating rink. He also reported he attended a meeting with Angelou Economics, where an update was given on the findings of their recent survey, and he noted in the coming weeks Angelou Economics will provide to the City a report with recommendations based on

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their findings.

Council member Messerschmidt reported he attended a meeting of the Public Works Subcommittee, where an update was given on the Valley Junction Alley Improvements project. He also reported he is participating in a committee project with the West Des Moines Community School District intended to assist West Des Moines students with career preparation.

City Manager Tom Hadden reported the City has again been awarded the Government Finance Officer's Association Certificate of Achievement for Excellence in Financial Reporting Award, and he commended the finance department for this accomplishment.

Mayor Gaer reported he attended an unveiling of DART's public art bus in Valley Junction. He also attended a 7th grade humanities class at Stillwell Junior High School, where the students produced videos promoting the City of West Des Moines.

On Item 4. Consent Agenda.

Council members pulled Item 4(k)3 for discussion. It was moved by Trimble, second by Sandager to approve the consent agenda as amended.

- a. Approval of Minutes of October 3, 2016 and October 7, 2016 Meetings
- b. Approval of Bill Lists
- c. Approval of Liquor Licenses:
 1. Costco Wholesale Corporation d/b/a Costco Wholesale #788, 7205 Mills Civic Parkway - Class LE Liquor License with Carryout Wine, Carryout Beer, and Sunday Sales - Renewal
 2. Hy-Vee, Inc. d/b/a Hy-Vee Meeting Room, 1725 Jordan Creek Parkway - Transfer Location Temporarily to 1236 Jordan Creek Parkway (SpringHill Suites) - November 10, 2016
 3. Hy-Vee, Inc. d/b/a Hy-Vee Meeting Room, 1725 Jordan Creek Parkway - Transfer Location Temporarily to 1236 Jordan Creek Parkway (SpringHill Suites) - November 16-17, 2016
 4. Kountry Manor Antiques Collectables and Gifts, d/b/a Memory Lane Antiques Valley Junction, 208 5th Street - Class B Native Wine Permit with Sunday Sales - Renewal
 5. Miss NiNi's Fine Desserts, LLC d/b/a Miss NiNi's Desserterie, 9200 University Avenue, Suite 2104 - Class BW Permit - New
 6. Riley Drive Entertainment V, Inc., d/b/a Taco Hangover, 265 50th Street - Class LC Liquor License with Sunday Sales, Outdoor Service, and Catering Privileges - Renewal
 7. Target Corporation d/b/a Target Store T-0069, 1800 35th Street - Class LE Liquor License with Carryout Wine, Carryout Beer, and Sunday Sales - Renewal
- d. Approval of Memorandum of Agreement - DMARC Food Pantry

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- e. Approval of Grant Agreement - 2015 Continuum of Care Rapid Rehousing Program
- f. Approval of IT Support Services Agreement - WestCom
- g. Approval of Contract - Snow Removal and Ice Control Services
- h. Approval of Contract Services Agreement - Architectural Design Standards
- i. Approval of Change Order #2 - South 50th Street Widening Project
- j. Establish Consultation Meeting and Public Hearing:
 - 1. Osmium Urban Renewal Area
 - 2. Amendment #2 to Alluvion Urban Renewal Area
- k. Approval of Professional Services Agreements:
 - 1. City Hall Exterior Renovations
 - 2. Veterans Parkway Enhancements
- l. Approval of Roadway Naming and Addressing Guidelines
- m. Approval of Agreement with the City of Des Moines for Temporary Closure and Detour of Walnut Creek Trail - Grand Avenue Siphon Replacement Project
- n. Removed

Vote 16-399: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

On Item 4(k)3 Approval of Professional Services Agreement - Water Quality Community Art Project

Council member Trimble requested additional information on this item and inquired why the contract doesn't end until July 31, 2017.

Sally Ortgies, Interim Director of Parks and Recreation, explained this project is the second commissioned piece of art that the Public Art Advisory Commission is undertaking, and it will be intended to promote awareness of water quality. The project is expected to include permanent artwork, temporary artwork, and a community event. She also stated the contract goes to July 31, 2017, because the project is expected to take at least that long.

It was moved by Trimble, second by Trevillyan to approve Item 4(k)3 Approval of Professional Services Agreement - Water Quality Community Art Project.

Vote 16-400: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

On Item 5(a) Della Vita, northwest corner of 88th Street and EP True Parkway - Rezone Property from Unzoned to a Planned Unit Development (PUD), initiated by Interchange Partners Property

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

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Vote 16-401: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

The City Clerk read the preamble to the ordinance.

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

Vote 16-402: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

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

Vote 16-403: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

On Item 5(b) 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, initiated by the City of West Des Moines

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

Vote 16-404: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

The City Clerk read the preamble to the ordinance.

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

Vote 16-405: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

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

Vote 16-406: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

On Item 5(c) Amendment to City Code - Title 6 (Motor Vehicles and Traffic), Chapter 9 (Traffic Schedules), Section 5 (No Parking Zones) - South Grand Prairie Parkway, North

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Corporate Limits to Mills Civic Parkway, initiated by the City of West Des Moines

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

Vote 16-407: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

The City Clerk read the preamble to the ordinance.

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

Vote 16-408: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

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

Vote 16-409: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

On Item 5(d) 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, initiated by the City of West Des Moines

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

Vote 16-410: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

The City Clerk read the preamble to the ordinance.

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

Vote 16-411: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

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

Vote 16-412: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

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On Item 5(e) 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, 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 16-413: 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 16-414: 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 16-415: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

On Item 6(a) Mayor Gaer indicated this was the time and place for a public hearing to consider 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, initiated by Venture Homes, LLC (Continued from October 3, 2016). He asked for the date the notice was published and the City Clerk indicated the notice was published on September 16, 2016 in the Des Moines Register. Mayor Gaer asked if any written comments had been received. The City Clerk stated on a vote of 4-1, with two members absent, the Plan and Zoning Commission recommended City Council approval of the comprehensive plan amendment and rezoning request, several correspondences have been received and included with the Council communication, and one additional correspondence was received today.

Mayor Gaer requested staff provide an overview report on this item.

Lynne Twedt, Development Services Director, reported the current zoning would allow 103 units to be placed in this development. The initial request for this development was an entirely smaller-lot, single-family development, but staff recommended that there be a transition of size between the existing estate lots to the north and west and the proposed small lots. She noted a number of the neighboring property owners have expressed a desire for the area to remain zoned

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entirely as "RE". Staff has recommended that the lots be zoned RS-20, minimum of 20,000sf, have a minimum depth of 200 feet (there would be no depth requirement with the current "RE" zoning), the rear-yard setback be increased from 35 feet to 80 feet, and the rear-yard setback for detached accessory structures be increased from 5 feet to 50 feet. She also stated staff has drafted architectural standards for the development to ensure variety of housing designs and materials.

Mayor Gaer asked if there were any public comments.

Keven Crawford, Cooper Crawford and Associates, 475 South 50th Street, Suite 800, representing Venture Homes, stated the initial request was to rezone the development to "R-1" and develop 108 lots, but after incorporating the restrictions recommended by staff, the current proposal is down to 76 lots. He also noted Venture Homes has agreed to the architectural standards proposed by staff.

Chris Pose, 317 6th Avenue, Suite 300, Des Moines, representing Mark and Kathy Larson, who own property adjacent to the proposed development, requested that the north and west portions of the development remain zoned as "RE-1A", as it has been indicated in the comprehensive plan for decades. He stated the proposed "RS-20" zoning for those portions, even with the increased setbacks, would result in greater density in that area than there would be if it remained "RE-1A". He also noted the proposed development would only have one access to Veterans Parkway for the time being, so only the eastern 750 feet of the development could be developed until another connection is made or the homes beyond that 750 feet are constructed with sprinklers to comply with City Code. Since he does not consider that western portion to be development ready, he suggested the Council might only consider rezoning the eastern portion at this time, and consider the western portion once a second access is constructed.

Peter Pashler, 2075 SE Sylvan Rill Road, representing the Sylvan Rill Homeowners Association, requested that Ms. Twedt provide him with the report she gave to the Council in writing, as his association will meet to review it and provide feedback.

Lynn Planchon, 2235 SE Browns Woods Lane, stated she bought her home, which is north of the proposed development, with the expectation that the neighboring property would remain zoned "RE-1A". She expressed concerns that the smaller lot sizes of the proposed "RS-20" zoning would ruin the rural feel of the neighborhood. She requested that the north and west portions of the development remain zoned as "RE-1A".

Mark Smith, 2192 SE Browns Woods Ridge, noted a previous owner of 2.5 acres in this area had made a request to the City to subdivide his property into half-acre lots, but his request was denied at that time because the area is zoned "RE-1A". He requested clarification how that request differed from what the applicant is requesting today.

Jon Paulsen, 5917 Meadow Valley Court, stated he owns the property south of the proposed development, and his property is zoned "RM-8" for medium-density residential. He expressed

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concerns that the proposed rezoning, which would allow smaller lot sizes, would result in having more lots adjoining his property line, and he believes those future property owners could be opposed to the development of his "RM-8" property. He stated he would support the request if the proposed development is required to put in some type of a buffer along his property line.

Ms. Twedt stated according to the City Code, if a zoning change results in a buffer requirement, it would be the responsibility of the property having its zoning changed, so in this case a segment of the buffer would be required on the single-family property and the remainder would be required on the medium-density property.

Kathy Stelford, 2225 SE Browns Woods Lane, representing the Julian Estates Homeowners Association, expressed concerns that the City is considering a zoning change for this property that differs from what has been indicated in the comprehensive plan for decades, and she expressed concerns that it could someday change again to something even more undesirable. She requested that the north and west portions of the development remain zoned as "RE-1A".

Mark Stelford, 2225 SE Browns Woods Lane, expressed concerns that the proposed development would have a much higher density than the existing neighborhoods in the area. He noted he lives on a 1.2 acre property, but the proposed rezoning would reduce the lot sizes behind him from 40,000 sq. ft. to 20,000 sq. ft.

Margaret Munro, 2480 SE 11th Street, requested that the north and west portions of the development remain zoned as "RE-1A" and expressed concerns that the proposed development will have a negative impact on her property's value and the wildlife in the area.

Barney Munro, 2480 SE 11th Street, noted the West Des Moines City Council set a precedent 20 years ago by denying a request to develop small residential lots in this area, so he bought his property with the expectation that any future requests for development would be subject to that precedent. He requested that the land remain as-is, and he expressed concerns about the proposed development having a negative impact on his property's value.

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

Council member Trevillyan expressed concerns that this process has not been proactive in soliciting feedback from the surrounding property owners.

It was moved by Trimble, second by Sandager to continue Item 6(a) Browns Woods Estates Comprehensive Plan Amendment and Rezoning to the October 31, 2016 meeting to allow time for the developer and residents to meet and try to find a compromise.

Vote 16-416: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

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On Item 6(b) Mayor Gaer indicated this was the time and place for a public hearing to consider Amendment to City Code - Title 9 (Zoning), Chapter 2 (Zoning Rules and Definitions) and Chapter 1 (Performance Standards) - Establish Performance Standards for Snow Maintenance Facilities, 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 30, 2016 in the Des Moines Register. Mayor Gaer asked if any written comments had been received. The City Clerk stated on a vote of 5-0, with two members absent, the Plan and Zoning Commission recommended City Council approval of the ordinance amendment.

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

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

Vote 16-417: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

The City Clerk read the preamble to the ordinance.

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

Vote 16-418: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

On Item 6(c) Mayor Gaer indicated this was the time and place for a public hearing to consider Amendment to City Code - Title 9 (Zoning), Chapter 6 (Commercial, Office and Industrial Zoning Districts), Section 6 (Commercial, Office and Industrial Use Regulations) - Allow Eating Places and Drinking Places Uses in Light Industrial and General Industrial Zoning Districts, 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 30, 2016 in the Des Moines Register. Mayor Gaer asked if any written comments had been received. The City Clerk stated on a vote of 5-0, with two members absent, the Plan and Zoning Commission recommended City Council approval of the ordinance amendment.

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

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

Council member Trevillyan expressed concerns about adopting an ordinance to allow eating/drinking places in light industrial and general industrial districts to accommodate one

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speculative business, when there are other areas available that are zoned for eating/drinking places.

Lynne Twedt, Development Services Director, explained there is a trend across the country of converting old warehouses into eating/drinking establishments. She noted this proposed ordinance is being brought forward due to a request for a distillery at a building in an industrial district, at which they want to also include elements of an eating/drinking establishment. Staff has reviewed the request and did not have any concerns with the proposed ordinance to allow eating/drinking places in light industrial and general industrial districts, as long as an industrial property can meet Code requirements for parking at an eating/drinking establishment.

Vote 16-419: Messerschmidt, Mickelson, Sandager, Trimble...4 yes
Trevillyan ... 1 no

Motion carried.

The City Clerk read the preamble to the ordinance.

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

Vote 16-420: Messerschmidt, Mickelson, Sandager, Trimble...4 yes
Trevillyan ... 1 no

Motion carried.

On Item 6(d) Mayor Gaer indicated this was the time and place for a public hearing to consider 2016-17 FY Operating and Capital Budget - Amendment #3, 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 October 7, 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 Budget Amendment #3.

Vote 16-421: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

On Item 7(a) West Green Industrial Park Plat 1, 175 South 9th Street - Approval of Final Plat to Create 39 Lots for Industrial Condominiums, initiated by West Green Industrial Park Plat, LLC

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

Vote 16-422: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

On Item 7(b) Issuance of \$7,200,000 General Obligation Bonds, Series 2016C, initiated by the City of West Des Moines

Jenny Blankenship, Public Financial Management, 801 Grand Avenue, Des Moines, presented the tabulation of bids for this bond issuance and reported five bids were received, which included 44 bidders that went in as syndicates. She stated the low bid, submitted by Hutchinson, Shockey, Erley & Co., came in at a true interest rate of 1.7777 percent.

It was moved by Sandager, second by Trevillyan to adopt Motion - Receive and File Report of Bids and Resolution - Award Sale.

Vote 16-423: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

On Item 7(c) Issuance of \$11,425,000 General Obligation Urban Renewal Bonds, Series 2016D, initiated by the City of West Des Moines

Jenny Blankenship, Public Financial Management, 801 Grand Avenue, Des Moines, presented the tabulation of bids for this bond issuance and reported six bids were received, which included 47 bidders that went in as syndicates. She stated the low bid, submitted by Robert W. Baird & Co., came in at a true interest rate of 2.2446 percent.

It was moved by Sandager, second by Trevillyan to adopt Motion - Receive and File Report of Bids and Resolution - Award Sale.

Vote 16-424: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

On Item 7(d) Amendment to City Code - Title 6 (Motor Vehicles and Traffic), Chapter 9 (Traffic Schedules), Section 1 (Official Traffic Controls) - South 50th Street and Wistful Vista Drive, initiated by the City of West Des Moines

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

Vote 16-425: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

October 17, 2016

The City Clerk read the preamble to the ordinance.

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

Vote 16-426: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

On Item 7(e) Amendment to City Code - Title 6 (Motor Vehicles and Traffic), Chapter 9 (Traffic Schedules), Section 2 (Through Streets Stop Required) - 60th Street, North Corporate Limits to Grand Avenue, initiated by the City of West Des Moines

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

Vote 16-427: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

The City Clerk read the preamble to the ordinance.

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

Vote 16-428: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

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

On Item 9 - Other Matters: none

The meeting was adjourned at 7:18 p.m.

It was moved by Sandager, second by Trevillyan to go into Executive Session per Chapter 20.17 of the Iowa Code, to discuss contract negotiations.

Vote 16-429: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

Entered Executive Session at 7:23 p.m. with the following persons present in the Teamwork Room of City Hall: Mayor Gaer, Council members Messerschmidt, Mickelson, Sandager, Trevillyan and Trimble; City Manager, City Attorney, City Clerk, Human Resources Director, and Legal Counsel Jim Hanks.

October 17, 2016

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

Vote 16-430: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

Executive Session was adjourned at 7:35 p.m.

Respectfully submitted,

Ryan T. Jacobson, CMC
City Clerk

ATTEST:

Steven K. Gaer, Mayor

641
4(b)

CITY OF WEST DES MOINES
CITY COUNCIL ACTION ITEM

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

Regular Bi-Weekly Claims	10/17/16		\$ 1,927,808.67
			Total \$ Amount
EFT Claims	10/17/16		\$ 1,750,699.74
			Total \$ Amount
Control Pay	10/17/16		\$ 331,722.18
			Total \$ Amount
End of Month			\$0.00
			Total \$ Amount
Off-Cycle Checks/EFT Claims	10/6/16		\$ 8,655.37
	Claim Listing Date		Total \$ Amount

Approved by the West Des Moines City Council this 31st 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: 10/31/2016

Type	Date	Number	Source	Payee Name	Transaction Amount
Bank Account: WB VENDOR DISB - WB Vendor Disbursement					
Check	10/31/2016	301473	Accounts Payable	ABSOLUTE CONCRETE CONSTRUCTION	398,482.60
Check	10/31/2016	301474	Accounts Payable	ADP SCREENING & SELECTION SVCS	264.95
Check	10/31/2016	301475	Accounts Payable	AECOM TECHNICAL SERVICES INC	10,906.25
Check	10/31/2016	301476	Accounts Payable	AHART ENTERPRISES,	325.50
Check	10/31/2016	301477	Accounts Payable	ALEX AIR APPARATUS INC	223.00
Check	10/31/2016	301478	Accounts Payable	ALL AUTO GLASS	200.00
Check	10/31/2016	301479	Accounts Payable	AMERICAN SECURITY CORP	2,667.31
Check	10/31/2016	301480	Accounts Payable	ANIXTER INC	480.31
Check	10/31/2016	301481	Accounts Payable	APCO INTERNATIONAL INC	684.80
Check	10/31/2016	301482	Accounts Payable	AQUACLEAR LAKE MANAGEMENT	790.00
Check	10/31/2016	301483	Accounts Payable	ARROW INTERNATIONAL INC	901.98
Check	10/31/2016	301484	Accounts Payable	ASCHEMAN, PHILIP	200.00
Check	10/31/2016	301485	Accounts Payable	AT&T MOBILITY	61.81
Check	10/31/2016	301486	Accounts Payable	AWARDS PROGRAM SERVICES INC	912.89
Check	10/31/2016	301487	Accounts Payable	BARNES, STEVE	88.00
Check	10/31/2016	301488	Accounts Payable	BEGLEY, JOHN	132.00
Check	10/31/2016	301489	Accounts Payable	BELLER DISTRIBUTING, LLC	3,399.91
Check	10/31/2016	301490	Accounts Payable	BJ STORAGE	150.00
Check	10/31/2016	301491	Accounts Payable	BOUND TREE MEDICAL, LLC.	1,466.27
Check	10/31/2016	301492	Accounts Payable	BP	50.36
Check	10/31/2016	301493	Accounts Payable	BRADSHAW FOWLER PROCTOR & FAIRGRAVE	11,323.00
Check	10/31/2016	301494	Accounts Payable	BROCKWAY MECHANICAL & ROOFING	284.67
Check	10/31/2016	301495	Accounts Payable	CAPPEL'S ACE HARDWARE	28.96
Check	10/31/2016	301496	Accounts Payable	CARPENTER UNIFORM CO	2,335.05
Check	10/31/2016	301497	Accounts Payable	CDW GOVERNMENT INC	6,352.00
Check	10/31/2016	301498	Accounts Payable	CENTERPOINT ENERGY SVCS RETAIL	2,194.63
Check	10/31/2016	301499	Accounts Payable	CENTRAL IOWA READY-MIX	373.75
Check	10/31/2016	301500	Accounts Payable	CINTAS CORP FIRST AID & SAFETY	137.48
Check	10/31/2016	301501	Accounts Payable	CITY OF DES MOINES	3,835.94
Check	10/31/2016	301502	Accounts Payable	CIVIL DESIGN ADVANTAGE LLC	2,641.20
Check	10/31/2016	301503	Accounts Payable	CLIVE POWER EQUIPMENT	286.97
Check	10/31/2016	301504	Accounts Payable	CONCRETE TECHNOLOGIES	127,758.46

City of West Des Moines
City Council Report

Bank Account: WB VENDOR DISB - WB Vendor Disbursement
 Batch Date: 10/31/2016

Type	Date	Number	Source	Payee Name	Transaction Amount
Check	10/31/2016	301505	Accounts Payable	CONNEXION CONSULTING LLC	2,250.00
Check	10/31/2016	301506	Accounts Payable	CONTRACT SPECIALTY LC	240.00
Check	10/31/2016	301507	Accounts Payable	CORELL CONTRACTOR INC	94,815.83
Check	10/31/2016	301508	Accounts Payable	CORY, TARRY	50.00
Check	10/31/2016	301509	Accounts Payable	COSTCO	109.60
Check	10/31/2016	301510	Accounts Payable	CREATIVE GENIUSES	178.20
Check	10/31/2016	301511	Accounts Payable	CULTURAL INTRIGUE	2,065.78
Check	10/31/2016	301512	Accounts Payable	DALLAS COUNTY HEALTH DEPARTMEN	1,224.00
Check	10/31/2016	301513	Accounts Payable	DEITCH, DALA	198.00
Check	10/31/2016	301514	Accounts Payable	DES MOINES REGISTER SUBSCRIPTIONS (CHECK)	240.02
Check	10/31/2016	301515	Accounts Payable	DEVROOMEN BULB COMPANY	1,082.43
Check	10/31/2016	301516	Accounts Payable	DICKEY, PHIL	2,144.00
Check	10/31/2016	301517	Accounts Payable	DMACC	15.00
Check	10/31/2016	301518	Accounts Payable	ELECTRICAL ENGINEERING & EQUIP	3,507.92
Check	10/31/2016	301519	Accounts Payable	EMS TECHNOLOGY SOLUTIONS	459.00
Check	10/31/2016	301520	Accounts Payable	EMSLIRC	40.00
Check	10/31/2016	301521	Accounts Payable	FERGUSON ENTERPRISES INC 226	75.55
Check	10/31/2016	301522	Accounts Payable	FORTERRA CONCRETE PRODUCTS, INC	58.00
Check	10/31/2016	301523	Accounts Payable	GARLAND'S INC	36.14
Check	10/31/2016	301524	Accounts Payable	GBA SYSTEMS INTEGRATORS LLC	26,990.00
Check	10/31/2016	301525	Accounts Payable	GERLEMAN, BRIAN	50.00
Check	10/31/2016	301526	Accounts Payable	GRAINGER INC	8.64
Check	10/31/2016	301527	Accounts Payable	GRAYBAR ELECTRIC CO INC	353.00
Check	10/31/2016	301528	Accounts Payable	GREEN MOUNTAIN INTL LLC	201.96
Check	10/31/2016	301529	Accounts Payable	GRIMES ASPHALT & PAVING	311.54
Check	10/31/2016	301530	Accounts Payable	HAHN, JENNIFER	67.92
Check	10/31/2016	301531	Accounts Payable	HARTLAND FUEL PRODUCTS LLC	17,288.59
Check	10/31/2016	301532	Accounts Payable	HAWKEYE PAVING CORPORATION	239,722.62
Check	10/31/2016	301533	Accounts Payable	HENRIKSEN CONTRACTING, LLC	6,240.00
Check	10/31/2016	301534	Accounts Payable	HERITAGE MICROBIAL CONTROL LLC	241.00
Check	10/31/2016	301535	Accounts Payable	HY VEE INC	409.96
Check	10/31/2016	301536	Accounts Payable	I WORK & PLAY-PRO LINES INC	361.11
Check	10/31/2016	301537	Accounts Payable	ICMA MEMBERSHIP RENEWALS	301.00
Check	10/31/2016	301538	Accounts Payable	INCENTIVE SERVICES INC	1,451.20

City of West Des Moines
City Council Report
 Bank Account: WB VENDOR DISB - WB Vendor Disbursement
 Batch Date: 10/31/2016

Type	Date	Number	Source	Payee Name	Transaction Amount
Check	10/31/2016	301539	Accounts Payable	INSURANCE STRATEGIES CONSULTING LLC	975.00
Check	10/31/2016	301540	Accounts Payable	IOWA ASSOCIATION OF BUILDING OFFICIALS	190.00
Check	10/31/2016	301541	Accounts Payable	IOWA CUBS SPORTS TURF MNGT	29,760.00
Check	10/31/2016	301542	Accounts Payable	IOWA DEPARTMENT OF TRANSPORTATION	1,170.24
Check	10/31/2016	301543	Accounts Payable	IOWA DIVISION OF LABOR SVCS	270.00
Check	10/31/2016	301544	Accounts Payable	IOWA INTERSTATE RAILROAD LTD	401.28
Check	10/31/2016	301545	Accounts Payable	IOWA NATURAL HERITAGE	50.00
Check	10/31/2016	301546	Accounts Payable	IOWA ONE CALL	2,268.90
Check	10/31/2016	301547	Accounts Payable	IOWA SIGNAL INC.	822.41
Check	10/31/2016	301548	Accounts Payable	IOWA STATE BAR ASSOCIATION	1,100.00
Check	10/31/2016	301549	Accounts Payable	IOWA WORKFORCE DEVELOPMENT	6,178.67
Check	10/31/2016	301550	Accounts Payable	ITERIS INC	825.00
Check	10/31/2016	301551	Accounts Payable	J&K CONTRACTING LLC	70,790.76
Check	10/31/2016	301552	Accounts Payable	JACOBSEN AUTO BODY	6,116.60
Check	10/31/2016	301553	Accounts Payable	JACOBSON SUPPLY, LLC	1,806.00
Check	10/31/2016	301554	Accounts Payable	JCG LAND SERVICES INC	12,094.32
Check	10/31/2016	301555	Accounts Payable	JM IMPRESSIONS ART&DESIGN	8,260.00
Check	10/31/2016	301556	Accounts Payable	JOHN HEMRY LLC	4,100.00
Check	10/31/2016	301557	Accounts Payable	KABEL BUSINESS SERVICES	745.50
Check	10/31/2016	301558	Accounts Payable	KALDENBERG'S PBS LANDSCAPING	295.00
Check	10/31/2016	301559	Accounts Payable	KLAHN, RICHARD	88.00
Check	10/31/2016	301560	Accounts Payable	KLOCKER'S EMERGENCY VEHICLES	186.31
Check	10/31/2016	301561	Accounts Payable	LACINA, WENDY	572.00
Check	10/31/2016	301562	Accounts Payable	LANG CONSTRUCTION GROUP INC	57,418.00
Check	10/31/2016	301563	Accounts Payable	LANGUAGE LINE SERVICES	246.10
Check	10/31/2016	301564	Accounts Payable	LEACHMAN LUMBER COMPANY	200.00
Check	10/31/2016	301565	Accounts Payable	LEAGUE OF MINNESOTA CITIES	225.00
Check	10/31/2016	301566	Accounts Payable	LOWE'S HOME CENTER, INC.	2,583.87
Check	10/31/2016	301567	Accounts Payable	LUVERNE TRUCK EQUIPMENT	335.00
Check	10/31/2016	301568	Accounts Payable	MACDONALD LETTER SERVICE	250.00
Check	10/31/2016	301569	Accounts Payable	MCCLELLAND, DAVE	556.12
Check	10/31/2016	301570	Accounts Payable	MCGRATH CONSULTING GROUP INC	23,715.00
Check	10/31/2016	301571	Accounts Payable	MERCY WEST PHARMACY	2,705.61

City of West Des Moines City Council Report

Bank Account: WB VENDOR DISB - WB Vendor Disbursement
Batch Date: 10/31/2016

Type	Date	Number	Source	Payee Name	Transaction Amount
Check	10/31/2016	301572	Accounts Payable	MIDAMERICAN ENERGY	107,842.76
Check	10/31/2016	301573	Accounts Payable	MIDAMERICAN- DM-WDM TL	84.00
Check	10/31/2016	301574	Accounts Payable	MIDAMERICAN-CLIVE-WDM TL	531.47
Check	10/31/2016	301575	Accounts Payable	MIDWEST BREATHING AIR L.L.C.	2,895.08
Check	10/31/2016	301576	Accounts Payable	MONICA MCALPIN	417.72
Check	10/31/2016	301577	Accounts Payable	MPH INDUSTRIES	3,798.00
Check	10/31/2016	301578	Accounts Payable	MUNICIPAL PIPE TOOL CO INC	18,331.20
Check	10/31/2016	301579	Accounts Payable	NETTELAND, STEPHEN	695.00
Check	10/31/2016	301580	Accounts Payable	NORTH AMERICAN RESCUE, INC.	257.88
Check	10/31/2016	301581	Accounts Payable	NORTHERN TOOL & EQUIPMENT	22.99
Check	10/31/2016	301582	Accounts Payable	NORWALK READY-MIXED CONCRETE	560.00
Check	10/31/2016	301583	Accounts Payable	PARKINK	1,148.00
Check	10/31/2016	301584	Accounts Payable	PER MAR SECURITY	888.24
Check	10/31/2016	301585	Accounts Payable	PLEXA	20.00
Check	10/31/2016	301586	Accounts Payable	POLICE EXECUTIVE RESEARCH FORUM	9,150.00
Check	10/31/2016	301587	Accounts Payable	POLK COUNTY AUDITOR	16,250.00
Check	10/31/2016	301588	Accounts Payable	RALLY APPRAISAL LLC	800.00
Check	10/31/2016	301589	Accounts Payable	RDG PLANNING & DESIGN	84.00
Check	10/31/2016	301590	Accounts Payable	RESOURCE CONSULTING ENGINEERS	17,875.00
Check	10/31/2016	301591	Accounts Payable	REXCO EQUIPMENT INC	1,600.00
Check	10/31/2016	301592	Accounts Payable	RIGHT TURN FEED STORE	78.37
Check	10/31/2016	301593	Accounts Payable	ROTO-ROOTER CORP	145.50
Check	10/31/2016	301594	Accounts Payable	ROY'S TOWING AND RECOVERY	75.00
Check	10/31/2016	301595	Accounts Payable	SADLER, DEREK	1,500.00
Check	10/31/2016	301596	Accounts Payable	SAW TIN PAR, RACHEL	100.00
Check	10/31/2016	301597	Accounts Payable	SCHILDBERG CONSTRUCTION CO	367.27
Check	10/31/2016	301598	Accounts Payable	SCHOTT, ADAM	50.00
Check	10/31/2016	301599	Accounts Payable	SECRETARY OF STATE	30.00
Check	10/31/2016	301600	Accounts Payable	SECURITY EQUIPMENT INC	502.00
Check	10/31/2016	301601	Accounts Payable	SHOWTIME ENTERTAINMENT	75.00
Check	10/31/2016	301602	Accounts Payable	SIXTA, ANDREW	132.00
Check	10/31/2016	301603	Accounts Payable	SKOLD DOOR & FLOOR CO.	170.00
Check	10/31/2016	301604	Accounts Payable	SLIFKA, KYLE	421.05
Check	10/31/2016	301605	Accounts Payable	SPECIALTY GRAPHICS INC	382.00
Check	10/31/2016	301606	Accounts Payable	SPECK USA	17,600.00

City of West Des Moines City Council Report

Bank Account: WB VENDOR DISB - WB Vendor Disbursement
Batch Date: 10/31/2016

Type	Date	Number	Source	Payee Name	Transaction Amount
Check	10/31/2016	301607	Accounts Payable	SPRINT	505.56
Check	10/31/2016	301608	Accounts Payable	STORAGE MART #1052	296.98
Check	10/31/2016	301609	Accounts Payable	STOREY-KENWORTHY CO	1,752.50
Check	10/31/2016	301610	Accounts Payable	SUNGARD PUBLIC SECTOR INC	17,405.05
Check	10/31/2016	301611	Accounts Payable	SUNSET FOODS LTD	208.50
Check	10/31/2016	301612	Accounts Payable	TERAN , DANIEL	43.75
Check	10/31/2016	301613	Accounts Payable	THE CONCRETE COMPANY INC	317,400.76
Check	10/31/2016	301614	Accounts Payable	THE UNDERGROUND COMPANY	29,977.04
Check	10/31/2016	301615	Accounts Payable	TRIZETTO PROVIDER SOLUTIONS	248.69
Check	10/31/2016	301616	Accounts Payable	TRUE VALUE & V&S VARIETY STORE	347.59
Check	10/31/2016	301617	Accounts Payable	TWO RIVERS GROUP INC	41,668.04
Check	10/31/2016	301618	Accounts Payable	UNITED PARCEL SERVICE	209.56
Check	10/31/2016	301619	Accounts Payable	UNITED SEEDS	420.00
Check	10/31/2016	301620	Accounts Payable	US POSTAL SERVICE	885.00
Check	10/31/2016	301621	Accounts Payable	VAN-WALL EQUIPMENT	15.32
Check	10/31/2016	301622	Accounts Payable	VEENSTRA & KIMM INC	13,968.55
Check	10/31/2016	301623	Accounts Payable	VISION SERVICE PLAN	420.24
Check	10/31/2016	301624	Accounts Payable	WASTE CONNECTIONS INC	20.00
Check	10/31/2016	301625	Accounts Payable	WATERS EDGE AQUATIC DESIGN	4,840.00
Check	10/31/2016	301626	Accounts Payable	WEST DES MOINES COMM SCHOOLS	335.08
Check	10/31/2016	301627	Accounts Payable	WEST DES MOINES WATER WORKS	10,326.19
Check	10/31/2016	301628	Accounts Payable	WESTSIDE APPLANCE PARTS & SVC	255.10
Check	10/31/2016	301629	Accounts Payable	WEX BANK	684.75
Check	10/31/2016	301630	Accounts Payable	WORLDS OF FUN	21,339.54
Check	10/31/2016	301631	Accounts Payable	XEROX LITIGATION SERVICES	500.00
Check	10/31/2016	301632	Accounts Payable	ZIEGLER INC	2,118.97
Check	10/31/2016	301633	Accounts Payable	BANKERS TRUST	11,758.50
Check	10/31/2016	301634	Accounts Payable	BOWEN , GARY	14,725.00
Check	10/31/2016	301635	Accounts Payable	O'CONNELL , PAUL	368.33
Check	10/31/2016	301636	Accounts Payable	CLARK , DANIEL E	3,327.50
Check	10/31/2016	301637	Accounts Payable	SPRECHER , MICHAEL J	3,327.50
Check	10/31/2016	301638	Accounts Payable	BINDEL , TREVOR	183.04
Check	10/31/2016	301639	Accounts Payable	DICKINSON , JIM	319.37
Check	10/31/2016	301640	Accounts Payable	HAGEN , MICHAEL	57.33
Check	10/31/2016	301641	Accounts Payable	HARTPENCE , LAWRENCE	42.12

City of West Des Moines City Council Report

Bank Account: WB VENDOR DISB - WB Vendor Disbursement
Batch Date: 10/31/2016

Type	Date	Number	Source	Payee Name	Transaction Amount
Check	10/31/2016	301642	Accounts Payable	HODNE, BRET	913.62
Check	10/31/2016	301643	Accounts Payable	WEST DES MOINES WATER WORKS	69.09
Check	10/31/2016	301644	Accounts Payable	WIESE, RON	12.67
Check	10/31/2016	301645	Accounts Payable	BENEFITS, INC.	263.42
Check	10/31/2016	301646	Accounts Payable	CHRISTIANSEN, DOUGLAS	96.42
Check	10/31/2016	301647	Accounts Payable	COVENTRY ADVANTRA, REIMBURSEMENTS	136.89
Check	10/31/2016	301648	Accounts Payable	KLUPEL, MARCIA	71.72
Check	10/31/2016	301649	Accounts Payable	TRICARE WEST, CLAIMS REVIEW	342.31
Check	10/31/2016	301650	Accounts Payable	UNITED HEALTHCARE SERVICES INC, HEALTH CARE ACCOUNT SERVICES CENTER	676.94
Check	10/31/2016	301651	Accounts Payable	WOTHERSPOON, CHARISA	13.86
EFT	10/31/2016	209	Accounts Payable	ARNOLD MOTOR SUPPLY,LLP	1,551.31
EFT	10/31/2016	210	Accounts Payable	BAUER BUILT	1,383.76
EFT	10/31/2016	211	Accounts Payable	BAYLESS, RON	330.00
EFT	10/31/2016	212	Accounts Payable	BENJAMIN, SUZANNE	907.50
EFT	10/31/2016	213	Accounts Payable	BRAVO GREATER DES MOINES	322,265.54
EFT	10/31/2016	214	Accounts Payable	DESIGN ALLIANCE INC	6,184.98
EFT	10/31/2016	215	Accounts Payable	FBG SERVICE CORPORATION	2,798.00
EFT	10/31/2016	216	Accounts Payable	FINESTEAD ENTERPRISES LLC	1,150.00
EFT	10/31/2016	217	Accounts Payable	GREATER DES MOINES CONVENTION & VISITORS BUREAU	338,515.54
EFT	10/31/2016	218	Accounts Payable	IOWA COMMUNITIES ASSURANCE POOL	10,315.26
EFT	10/31/2016	219	Accounts Payable	KELTEK INC	529,413.42
EFT	10/31/2016	220	Accounts Payable	MCANINCH CORP & AFFILIATES	492,455.04
EFT	10/31/2016	221	Accounts Payable	MCCUBBIN, COURTNEY	182.00
EFT	10/31/2016	222	Accounts Payable	MID IOWA PETROLEUM SVCS,INC	260.00
EFT	10/31/2016	223	Accounts Payable	MIDWEST WHEEL	377.44
EFT	10/31/2016	224	Accounts Payable	MITCHELL, RANDY	242.00
EFT	10/31/2016	225	Accounts Payable	PREFERRED PEST CONTROL	889.00
EFT	10/31/2016	226	Accounts Payable	RELIABLE MAINTENANCE	5,300.20
EFT	10/31/2016	227	Accounts Payable	SHIVE-HATTERY	17,495.25
EFT	10/31/2016	228	Accounts Payable	SWINTON, ASHLEE	1,155.00
EFT	10/31/2016	229	Accounts Payable	TRITECH SOFTWARE SYSTEMS	15,402.00

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

**Bank Account: WB VENDOR DISB - WB Vendor Disbursement
Batch Date: 10/31/2016**

Type	Date	Number Source	Payee Name	Transaction Amount
EFT	10/31/2016	230	TYLER TECHNOLOGIES INC	262.50
EFT	10/31/2016	231	YEAGER, LEMAR	1,864.00
WB VENDOR DISB WB Vendor Disbursement Totals:				\$3,678,508.41
Transaction: 202				
Checks:		179		\$1,927,808.67
EFTs:		23		\$1,750,699.74

City of West Des Moines City Council Report

Bank Account: WB CONTROLPAY - WB ControlPay
Batch Date: 10/31/2016

Type	Date	Number Source	Payee Name	Transaction Amount
Bank Account: WB CONTROLPAY - WB ControlPay				
EFT	10/31/2016	446 Accounts Payable	ABC ELECTRICAL CONTRACTORS	8,468.36
EFT	10/31/2016	447 Accounts Payable	ADVENTURE LIGHTING	67.95
EFT	10/31/2016	448 Accounts Payable	ALL MAKES OFFICE INTERIORS	7,643.51
EFT	10/31/2016	449 Accounts Payable	ALLIED 100 LLC	2,643.00
EFT	10/31/2016	450 Accounts Payable	ARAMARK UNIFORM SERVICES	705.58
EFT	10/31/2016	451 Accounts Payable	CAPITAL SANITARY SUPPLY CO INC	1,351.03
EFT	10/31/2016	452 Accounts Payable	CENTURYLINK	10,316.49
EFT	10/31/2016	453 Accounts Payable	COMPETITIVE EDGE	650.00
EFT	10/31/2016	454 Accounts Payable	CORN STATES METAL	285.00
EFT	10/31/2016	455 Accounts Payable	ELECTRONIC ENGINEERING	68.45
EFT	10/31/2016	456 Accounts Payable	EMERGENCY APPARATUS MAINT	12,273.02
EFT	10/31/2016	457 Accounts Payable	EXCEL MECHANICAL INC	30,050.65
EFT	10/31/2016	458 Accounts Payable	FELD FIRE	1,059.00
EFT	10/31/2016	459 Accounts Payable	G&L CLOTHING	1,538.56
EFT	10/31/2016	460 Accounts Payable	GALLS LLC	1,257.99
EFT	10/31/2016	461 Accounts Payable	HOTSY CLEANING SYSTEMS INC	980.48
EFT	10/31/2016	462 Accounts Payable	HOWARD R. GREEN CO.	78,500.15
EFT	10/31/2016	463 Accounts Payable	INLAND TRUCK PARTS	5,458.98
EFT	10/31/2016	464 Accounts Payable	INTERFLEET INC	1,769.00
EFT	10/31/2016	465 Accounts Payable	INTERSTATE ALL BATTERY CENTER	616.20
EFT	10/31/2016	466 Accounts Payable	INTOXIMETERS INC	1,580.00
EFT	10/31/2016	467 Accounts Payable	IOWA WATER MANAGEMENT CORP	540.00
EFT	10/31/2016	468 Accounts Payable	LAW ENFORCEMENT TARGETS, INC	428.95
EFT	10/31/2016	469 Accounts Payable	LOGAN CONTRACTORS SUPPLY, INC	3,150.00
EFT	10/31/2016	470 Accounts Payable	METRO WASTE AUTHORITY	120,286.79
EFT	10/31/2016	471 Accounts Payable	MID-IOWA SOLID WASTE EQUIPMENT	4,079.90
EFT	10/31/2016	472 Accounts Payable	MORPHOTRAK INC	7,666.00
EFT	10/31/2016	473 Accounts Payable	NORTHLAND PRODUCTS	926.10
EFT	10/31/2016	474 Accounts Payable	O'HALLORAN INTERNATIONAL INC	486.67
EFT	10/31/2016	475 Accounts Payable	O'REILLY AUTOMOTIVE INC	21.76
EFT	10/31/2016	476 Accounts Payable	PAY-LESS OFFICE PRODUCTS INC	9,089.06
EFT	10/31/2016	477 Accounts Payable	PRAXAIR	437.69
EFT	10/31/2016	478 Accounts Payable	PROCTOR MECHANICAL CORP	359.35
EFT	10/31/2016	479 Accounts Payable	RELIABLE PROPERTY SERVICES	3,779.14

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

Bank Account: WB CONTROLPAY - WB ControlPay
Batch Date: 10/31/2016

Type	Date	Number Source	Payee Name	Transaction Amount
EFT	10/31/2016	480	ACCOUNTS PAYABLE	496.78
EFT	10/31/2016	481	SHOTTENKIRK CHEVROLET	4,881.33
EFT	10/31/2016	482	STIVERS FORD (CONTROL PAY)	24.80
EFT	10/31/2016	483	STRAUSS SAFE AND LOCK CO	89.58
EFT	10/31/2016	484	TEAM SERVICES	263.25
EFT	10/31/2016	485	THOMSON REUTERS-WEST PAYMENT	6,343.63
EFT	10/31/2016	486	TRANS IOWA EQUIPMENT CO	90.00
EFT	10/31/2016	487	UNIVERSAL PRINTING	990.00
EFT	10/31/2016	488	VAISALA INC	8.00
EFT	10/31/2016	488	ARAMARK UNIFORM SERVICES	8.00
WB CONTROLPAY WB ControlPay Totals:				\$331,722.18
Transactions: 43				
EFTs:	43			\$331,722.18

City of West Des Moines
City Council Report

Bank Account: WB VENDOR DISB - WB Vendor Disbursement
 Batch Date: 10/19/2016

Type	Date	Number Source	Payee Name	Transaction Amount
Bank Account: WB VENDOR DISB - WB Vendor Disbursement				
Check	10/19/2016	301471	ACCOUNTS PAYABLE	8,555.37
Check	10/19/2016	301472	IOWA INSURANCE DIVISION	100.00
WB VENDOR DISB WB Vendor Disbursement Totals:				<u>\$8,655.37</u>
Checks: 2				\$8,655.37
Transactions: 2				

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

ITEM: Approval of Liquor Licenses

DATE: October 31, 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. Aldi, Inc. d/b/a Aldi, Inc. #40, 6050 Mills Civic Parkway - Class BC Beer Permit with Carryout Wine and Sunday Sales - Renewal
2. On The Rise Valley West, LLC, d/b/a Blaze Pizza, 1551 Valley West Drive, Suite 225 - Class BW Permit with Sunday Sales and Outdoor Service - New
3. Cabo Sol Mexican Restaurant, LLC d/b/a Cabo Sol Mexican Restaurant, 5010 Mills Civic Parkway, Suite 100 - Class LC Liquor License with Sunday Sales - Renewal
4. Firebirds of West Des Moines, LLC d/b/a Firebirds Wood Fired Grill, 440 South 68th Street, Suite 101 - Class LC Liquor License with Sunday Sales - Renewal
5. Hy-Vee, Inc., d/b/a Hy-Vee Gas, 7280 University Avenue - Class BC Beer Permit with Carryout Wine and Sunday Sales - Renewal
6. Kum & Go, LC, d/b/a Kum & Go #532, 5901 Mills Civic Parkway, Building 2000 - Class LE Liquor License with Carryout Beer, Carryout Wine, and Sunday Sales - New
7. Prime Restaurant Corporation d/b/a Prime Restaurant, 1261 8th Street - Class LC Liquor License with Sunday Sales and Outdoor Service - Renewal
8. Taste of New York, Inc. d/b/a Taste of New York, 165 South Jordan Creek Parkway, Suite 160 - Class BW Permit with Sunday Sales - New

OUTSTANDING ISSUES (if any): None

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

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

STAFF REVIEWS

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

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

ITEM: Approval of Cigarette/Tobacco Licenses

DATE: October 31, 2016

FINANCIAL IMPACT: None

BACKGROUND: Under Title III - Chapter 10, Cigarette Sales, the Council has the authority to issue cigarette permits for establishments located within the city limits of West Des Moines. All cigarette permits expire on June 30 of each year. Applications from the following establishments are on file in the City Clerk's office for review:

1. Kum & Go, LC, d/b/a Kum & Go #532, 5901 Mills Civic Parkway, Building 2000
2. Kum & Go, LC, d/b/a Kum & Go #1097, 220 50th Street

OUTSTANDING ISSUES (if any): None

RECOMMENDATION: Motion to approve the issuance of tobacco permits in the City of West Des Moines.

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

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	
Date Reviewed	

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

4(e)

DATE: October 31, 2016

ITEM:

Motion - Approval to Sell Surplus City Equipment

FINANCIAL IMPACT:

Approximate revenue to the General Fund of \$45.00.

BACKGROUND:

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

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

RECOMMENDATION:

City Council Approve:

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

Lead Staff Member: Rian Rasmussen, Fleet Manager

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

PUBLICATION(S) (if applicable)		SUBCOMMITTEE REVIEW (if applicable)		
Published In		Committee	Public Works Council	
Dates(s) Published		Date Reviewed	October 24, 2016	
		Recommendation	Yes	No Split

Items to Sell on GovDeals.com:

APPROXIMATE VALUE \$45.00

5	Used File Cabinets
1	TV Mount
1	Coat Rack
1	Table

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

DATE: October 17, 2016

ITEM: Motion – Approval of Professional Services Agreement – Jordan Creek Assessment & Restoration Prioritization Analysis – Barker Lemar

FINANCIAL IMPACT: Expense of \$13,750 to be paid from the Stormwater Fund. Funding will be included in Budget Amendment #4.

BACKGROUND: The Council is asked to approve an agreement with Barker Lemar Engineering Consultants of West Des Moines to complete an assessment of Jordan Creek and its tributaries where the creeks run through public property. A preliminary watershed analysis will be done on the 7,800 acre Jordan Creek watershed. The existing conditions of 11.3 miles of creek will be evaluated from Valley View Park to its confluence with the Raccoon River. This will be done by qualified personnel walking the entire length of the creek.

Staff is interested in identifying and prioritizing locations within the creek corridor that may benefit from future restoration efforts. The Consultant will do this work and prioritize potential restoration projects based on the severity of current conditions. This information will allow the City to be prepared to apply for any future grants related to water quality. The Consultant will also perform baseline water quality sampling that can be used when evaluating the impact of any future restoration efforts. This information is also important to have for any future grant reporting.

The agreement with Barker Lemar is attached along with their proposal that includes a detailed scope of work.

OUTSTANDING ISSUES: None

RECOMMENDATION: That the City Council approve the agreement with Barker Lemar for the Jordan Creek Assessment & Restoration Prioritization Analysis project.

Lead Staff Member: Sally Ortgies, Interim Director of Parks & Recreation

STAFF REVIEWS

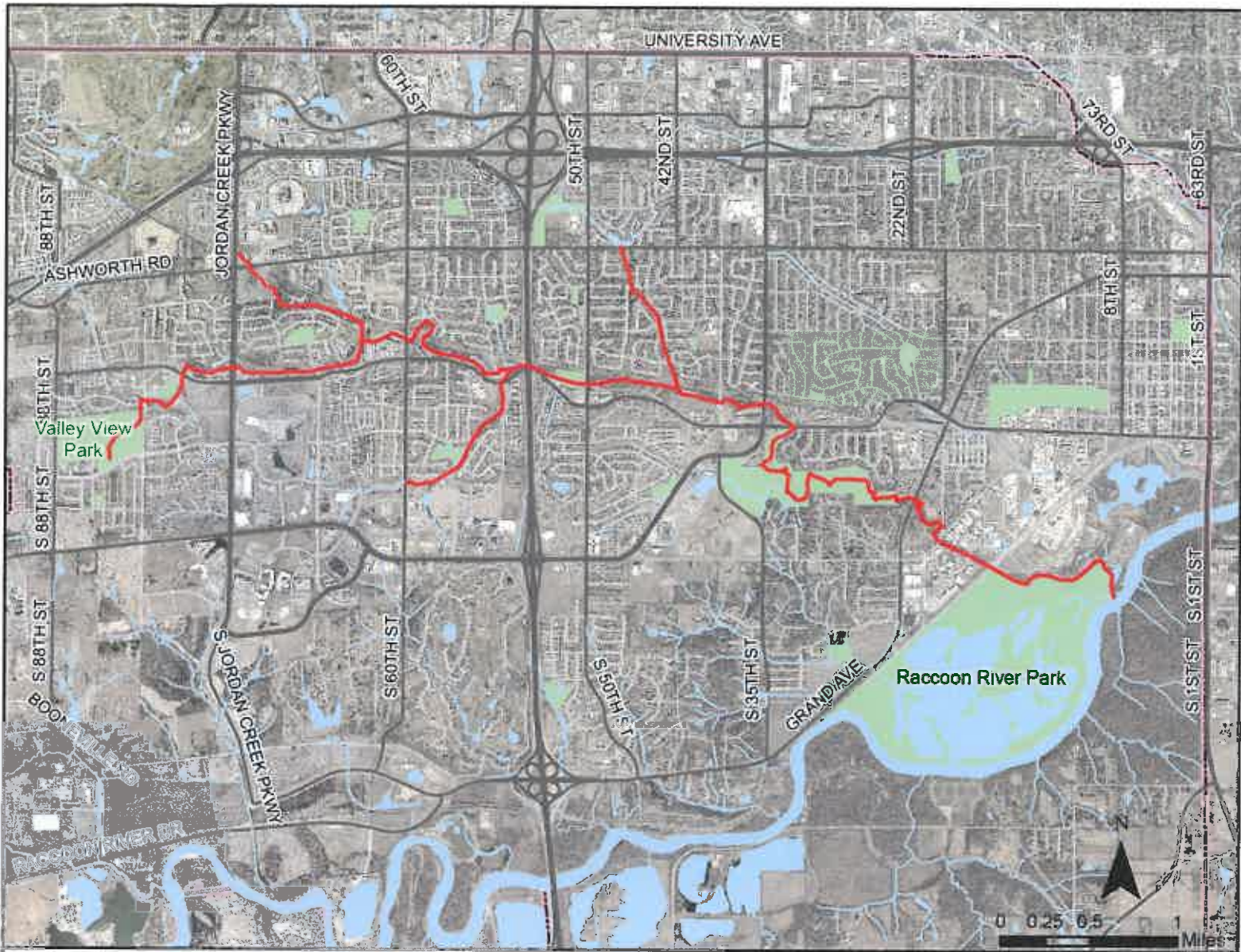
Department Director	
Appropriations/Finance	
Legal	
Agenda Acceptance	

PUBLICATION(S) (if applicable)

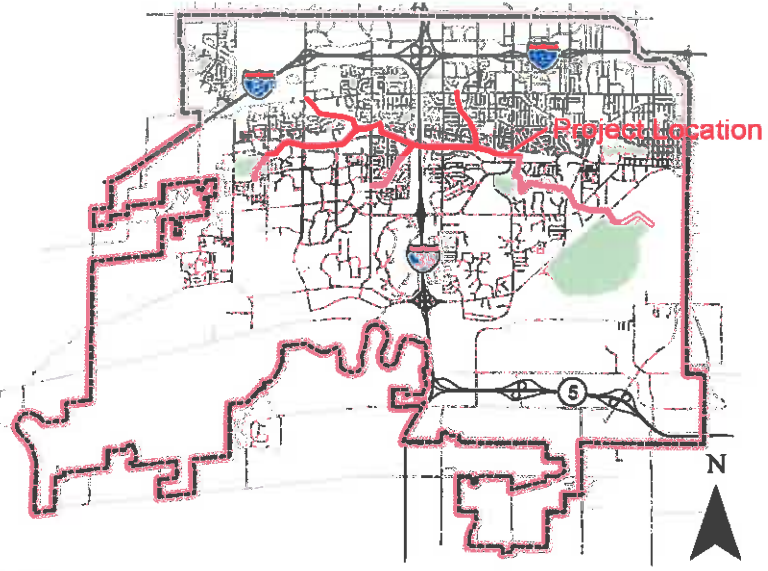
Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split



Vicinity Map



LEGEND

- Project Location
- Parks
- Water Boundary



PROJECT: **JORDAN CREEK ASSESSMENT & RESTORATION PRIORITIZATION ANALYSIS**

LOCATION: **JORDAN CREEK & TRIBUTARIES**

DRAWN BY: MAA DATE: 10/27/2016 PROJECT NO.: SHT. 1 of 1



October 24, 2016

Ms. Sally Ortgies, PLA
Interim Director of Parks and Recreation
City of West Des Moines
PO Box 65320
West Des Moines, IA 50265

RE: Jordan Creek Assessment & Restoration Prioritization Analysis
City of West Des Moines – Polk County
BARKER LEMAR Proposal No. 164536 Updated

Dear Ms. Ortgies:

BARKER LEMAR ENGINEERING CONSULTANTS (BARKER LEMAR) appreciates the opportunity to provide consulting services described as the Jordan Creek Assessment & Restoration Prioritization Analysis to the City of West Des Moines (Client).

1.0 PROJECT UNDERSTANDING

BARKER LEMAR understands the Client is interested in utilizing and/or restoring the Jordan Creek Stream Corridor (Creek) to provide recreational pedestrian use, bicycle trails, and urban green space for the residents of West Des Moines. With these goals in mind, the Client would like to evaluate existing conditions of the Creek, which extends approximately 11.3 miles throughout the City (see Attachment A), with the majority traversing highly urbanized areas from Valley View Park to the confluence with the Raccoon River.

2.0 SCOPE OF SERVICES

The Client is interested in identifying and prioritizing locations within the Creek corridor that may benefit from future restoration efforts. This Stream Assessment (Assessment) would provide an analysis of current conditions of the Creek and identify potentially degraded areas within the corridor. Potential benefits from these efforts may include improvement of corridor aesthetics, a decrease in property damage and streambank erosion, and improvement of water quality.

BARKER LEMAR would present the findings upon completion of the Assessment in a Stream Analysis Report, which would include prioritization of potential restoration efforts based on the severity of physical conditions assessed within the Creek corridor.

Based on the above information, BARKER LEMAR proposes the following Scope of Services by Task:

1. Preliminary Watershed Analysis & Stream Assessment
2. Stream Analysis and Restoration Prioritization Report
3. Baseline Creek Sampling

Each task is further defined on the following page.

Task 1 – Preliminary Watershed Analysis & Stream Analysis

The Preliminary Watershed Analysis will include desktop review of current land use within the approximately 7,800-acre watershed, and any potential water resource information available from the Client and/or public natural resource agencies. In preparation for physical assessment, the Creek would be delineated into stream reaches of similar status, vegetative community, and potential condition. Boundaries of stream reaches would be confirmed upon field assessment of the stream corridor.

BARKER LEMAR will conduct an assessment of the Creek corridor within the City of West Des Moines. The approximate 11.3-mile stretch of Jordan Creek will be walked by qualified personnel to assess the condition of the corridor utilizing collection parameters based on a combination of the IOWATER (Iowa's Volunteer Water Quality Program) Habitat Assessment Protocols and the Rapid Assessment of Stream Conditions Along Length (RASCAL) data collection techniques.

The RASCAL assessment protocol is the Iowa-specific modification of the Natural Resource Conservation Service (NRCS) Stream Visual Assessment Procedure (SVAP2), and is designed to assess in-stream and near-stream environments of Iowa's streams and rivers with the intention of identifying priority areas for targeted conservation and/or restoration practice implementation. Evaluation parameters would include visual assessment of channel conditions, observed hydrologic alterations, and bank conditions within each delineated reach of the Creek. Risks to infrastructure, public safety, or public use areas would also be documented during the field assessment activities.

The following parameters will be assessed within the corridor:

- i. **Flow:**
The ordinary high water mark (OHM) will be documented and the estimated volume of water will be visually classified into low, normal, high, or no flow categories at the time of field assessment.
- ii. **Stream Habitat Types, Conditions, and Quality:**
Stream habitat will be visually classified into a riffle, run, pool/glide, pond, or dry channel categories at the time of field assessment.
- iii. **Dominant Substrate:**
The dominant material forming the streambed segment along the length of the reach will be visually classified into bedrock, boulder, cobble, gravel, sand, clay/hard pan, leaf litter/organic matter, or silt/mud categories at the time of field assessment.
- iv. **Channel Condition:**
The condition of the channel within the reach will be visually categorized into a natural channel category indicating that no artificial structures were observed, a past channel alteration category exhibiting signs of past alterations were observed, or an altered channel category demonstrating evident signs of alteration were observed at the time of the field assessment.
- v. **Pool Frequency:**
Pools are defined as areas of slow moving water with depths greater than three feet. The frequency of pools within a reach would be visually categorized into none, less than one pool

every 250 feet, more than one pool every 250 feet, or frequent pools were observed categories within the reach.

- vi. **Embeddedness:**
Embeddedness is defined as the degree which large particles such as boulders, cobble, or gravel, are surrounded or covered by silt or fine sediment. The reach will be visually categorized into the large particles are completely exposed, partially exposed, mostly embedded, completely embedded, or not applicable categories at the time of field assessment.
- vii. **In-Stream Habitat:**
In-stream habitat includes logs, fallen trees, backwater pools, deep pools, overhanging vegetation, riffles, floating leaf clutter, aquatic vegetation, root mats, undercut banks, or any notable observation. The habitat will be visually classified as excellent habitat if observed in many examples of in-stream habitat are observed within the reach, average classification as some examples are observed within the reach, or poor as few to no examples of in-stream habitat present within the reach at the time of observation.
- viii. **Losing Flow:**
Flow loss is characterized by stream segments losing flow to cracks in bedrock or stream sinks and is generally a function of karst geology. Flow loss would be classified as a yes, losses were observed or no, they were not observed within the reach at the time of field assessment.
- ix. **Riparian Zone Width:**
The riparian zone is defined as the transition between the water and upland habitat, and typically consists of natural vegetation. The width of the riparian area along the left and right stream banks will be visually estimated into categories of less than 10 feet, 10-30 feet, 30-60 feet, or more than 60 feet observed within the reach at the time of field assessment.
- x. **Adjacent Land Use:**
The adjacent land use will be visually assessed along the left and right banks into categories of agricultural, trees, grass, pasture, conservation reserve program (CRP) land, residential, commercial, farmstead, cliff, or other within the reach at the time of field assessment.
- xi. **Percent Bare Bank:**
The percentage of the left and right stream bank that is void of vegetation or other bank stabilization materials will be visually estimated into categorized of 0-20%, 20-40%, 40-60%, 60-80%, or 80-100% of the bank is bare at the time of field assessment.
- xii. **Stream Bank Material:**
The composition of the left and right stream banks will be visually classified as consisting of sand/gravel, rock/rip rap, soil, or constructed stream banks at the time of field assessment.
- xiii. **Stream Bank Height and Stability:**
The height and stability of the left and right stream bank will be visually classified as stable, moderately stable, moderately unstable, unstable, or artificially stable depending on conditions at the time of field assessment. If the bank is classified as less than moderately stable, the cause of the instability will be classified (i.e., undercutting, sloughing, etc.).

- xiv. **River/Stream Access Points:**
Conditions and GPS coordinates of access points to the water trail will be documented and photographed at the time of field assessment.
- xv. **Potential Protected Species Habitat:**
Any appropriate habitat observed during the field assessment that could potentially be habitat for a State or Federally listed Threatened or Endangered Species or Species of Concern will be documented with GPS coordinates and conditions at the time of field assessment for inclusion in the final report.
- xvi. **Potential Hazardous Locations and Areas of Concern:**
Any potentially hazardous conditions and/or areas of concern will be described and documented with GPS coordinates and photographs within the datasheet for the applicable reach which contains the area. If the hazardous condition falls outside a defined reach area, an independent data sheet will be completed to document the conditions observed at the time of field assessment.
- xvii. **Notable Characteristics including Geological Landforms/Landmarks:**
Additional notable characteristics (cultural landmarks, previously observed wildlife, geological landforms, etc.) observed within a reach will be noted on the completed datasheet for the applicable reach in which the feature resides.
- xviii. **Discharge Points:**
Discharge points (i.e., field tile outlets, residential pipes, roadway drains, etc.) within the corridor will be documented with GPS coordinates and photographs.
- xix. **Illegal Dumping:**
Illegal dumping sites within the corridor will be documented and the size estimated with GPS coordinates and photographs. The illegal dumping site will also be categorized by type of material (i.e., construction and demolition, tire, residential garbage, etc.) and assessed if the site is visible to the public.

Applicable variables will be recorded for each stream reach with correlating GPS data, photo documentation at each point of interest, or at a minimum of one data point per mile throughout the project area. Utilizing a combination of RASCAL and SVAP2 assessment and scoring techniques, each reach within Jordan Creek will be assigned an overall numeric score representing overall condition. Should degraded areas be identified, each area will be ranked into a priority list to assist with potential restoration planning purposes. All findings of the field assessment and priority analysis will be compiled into a final report further described in Task 3.

Task 2 – Stream Analysis and Restoration Prioritization Report

Based upon the results of the Stream Assessment, BARKER LEMAR will prepare a Stream Analysis and Restoration Prioritization Report (Report) summarizing stream assessment results and identify areas that would maximize ecological and stormwater retention benefits for the City from future restoration efforts. Desktop assessment of potential priority areas will be completed utilizing data collected during the stream assessment. Each priority area will be ranked according to current conditions and the

potential ecological impact of restoration activities within specific reaches. Upon completion of this document, BARKER LEMAR will provide a draft copy to the Client for review.

At the Client's request, BARKER LEMAR will present Report findings during a regularly scheduled meeting.

Task 3 – Baseline Water Quality Sampling

BARKER LEMAR will conduct four (4) water quality sampling events during the recreation season, approximately April 1 – October 31, from appropriate locations determined in the completion of Task 1. Collected information will be compiled into baseline data that could be utilized to assess the ecological impacts of future restoration efforts in the City. Each sampling event will include the following parameters:

- pH;
- dissolved oxygen;
- Nitrate/Nitrite Nitrogen;
- Phosphorous and Phosphate;
- Chloride;
- Physical assessment of stream corridor observed at sample locations (i.e., width & depth, velocity, flow, etc.);
- Streambed substrate;
- Transparency;
- Turbidity;
- Air and water temperature;
- Presence/absence of benthic macroinvertebrates; and
- Escherichia coli (*E. coli*) sample collection for laboratory analysis.

Summaries of each data collection event will be submitted to the Client in a single report upon completion. *E. coli* samples will be collected in sterile bacteria sample bottles and submitted to Keystone Materials Testing, Inc. for analysis within six hours of sample collection, per Standard Method 9223 requirements. Laboratory fees are estimated to be \$22 per sample and will be submitted directly to the Client upon completion of laboratory analysis.

3.0 SCHEDULE

Services not set forth in section 2.0, scope of services, are excluded from this proposal. BARKER LEMAR has no responsibility to perform such excluded services and has no liability associated with the non-performance of such services.

4.0 SCHEDULE

BARKER LEMAR will begin these services subsequent to receiving the signed confirmation of notice to proceed, or the Client's verbal authorization followed by the signed notice to proceed. Barring circumstances beyond BARKER LEMAR's control, BARKER LEMAR anticipates completing Tasks 1 and 2 of the scope of services within three (3) months of receiving authorization from Client; Task 3 will be completed within twelve (12) months of receiving authorization from the Client.



5.0 COMPENSATION

BARKER LEMAR agrees to perform the above scope of services on a lump sum by task basis. Total compensation for scope of services proposed: \$13,750. Compensation detail per task is shown in Table 1 below. Although compensation is shown by task, the compensation for individual tasks are not independent of each other, and elimination of any task or part of a task shall justify a review and potential adjustment of the compensation for the remaining scope of services. BARKER LEMAR invoices will be submitted monthly and will reflect the percentage complete of each task as of the date of the invoice. The compensation for the proposed scope of services is valid for 60 days following the date of this proposal. Payment terms are as described in the attached terms and conditions. Should conditions be encountered that require a significant change in the scope of services, compensation, or schedule, BARKER LEMAR will contact Client and proceed only with Client authorization, followed by a signed change order.

6.0 HEALTH & SAFETY

This proposal assumes that Level D safety precautions are adequate. Level D safety attire generally consists of a normal work uniform including safety shoes, hard-hat where required, and appropriate eye protection. A health and safety plan will be developed for the site. The costs will be adjusted accordingly if site specific conditions require more stringent health and safety procedures.

7.0 CONDITIONS

Items to be provided by the Client include the right-of-entry to conduct surveying, sampling operations, or other on-site activities requested by the Client. The Client is responsible for making BARKER LEMAR aware of any restrictions or special requirements regarding the site and its required activities prior to the commencement of the fieldwork. We have enclosed our Terms and Conditions that should be considered part of this proposal.

CONFIRMATION OF NOTICE TO PROCEED

Proposal No. 164536 Updated

The above proposal and attached Terms and Conditions are understood and accepted.

BARKER LEMAR agrees to perform and complete the following services for the Client at its facilities located in West Des Moines, IA.

The scope of services is described as the Jordan Creek Assessment & Restoration Analysis Report, and will include other technical and/or administrative services as outlined in this proposal.

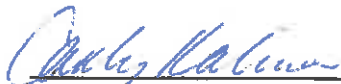
BARKER LEMAR agrees to perform the above scope of services for a total compensation estimated to be \$13,750, as shown on the table below. Client will be invoiced for the percent of project completed at the time of the invoice. The compensation for the proposed scope of services is valid for 60 days following the date of this proposal.

If this proposal meets with your approval, sign two originals of this confirmation of notice to proceed, retain one original for Client files, and return one original or copy via email, fax to 515-256-0572, or U.S. mail to BARKER LEMAR Engineering Consultants, 1801 Industrial Circle, West Des Moines, IA 50265.

If you have questions regarding any of the information above please contact us at 515.256.8814.

BARKER LEMAR ENGINEERING CONSULTANTS

CITY OF WEST DES MOINES



Carly Kalina
Ecological Team Lead
10/24/2016
ckalina@barkerlemar.com

Ms. Sally Ortgies, PLA

Title: *Interim Director of Parks and Recreation*

Date:

Email:



Jeff Phillips
Project Manager
10/24/16
jphillips@barkerlemar.com

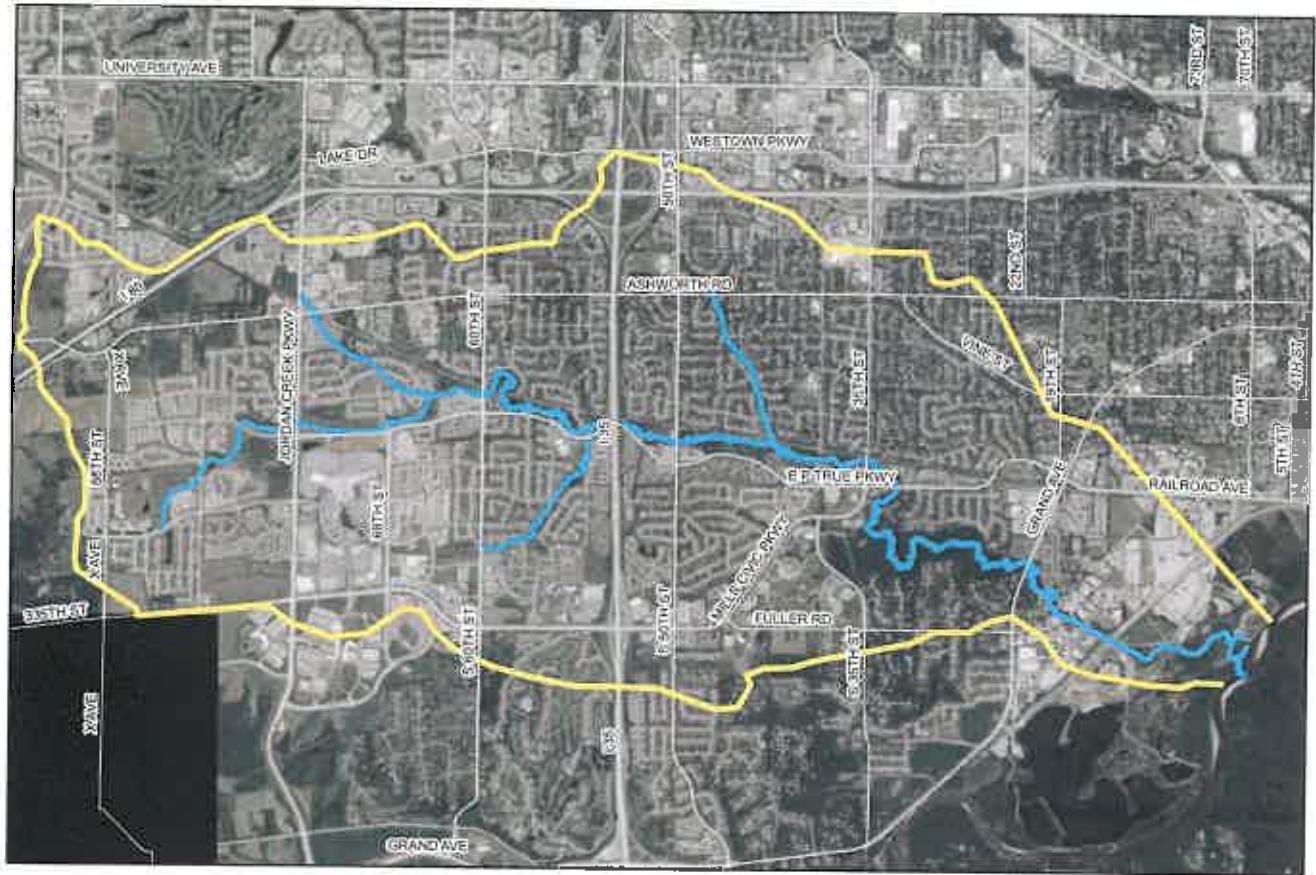
Copies: File
Addressee (2)

**TABLE 1
COMPENSATION DETAIL
JORDAN CREEK STREAM ASSESSMENT & RESTORATION ANALYSIS REPORT
CITY OF WEST DES MOINES
PROPOSAL NO. 16536**



SCOPE ITEM	TOTAL COMPENSATION
Task 1 – Preliminary Watershed Analysis & Stream Assessment	\$ 6,750
Task 2 – Ecological Restoration Analysis	\$ 4,500
Task 3 – Baseline Water Quality Sampling	\$ 2,500
TOTAL COMPENSATION	\$ 13,750

ATTACHMENT A
JORDAN CREEK WATERSHED

Jordan Creek Watershed



Legend

-  Jordan Creek
-  Jordan Creek Watershed



Jordan Creek Watershed Layer received from the Jordan Creek Flood Plain Study, Iowa Natural Resources Council, 1980

TERMS AND CONDITIONS

PAYMENT TERMS

Payment is due upon receipt of our invoice. If payment is not received within 30 days from the invoice date, Client agrees to pay a finance charge on the principal amount of the past due account of 1 ½% per month. If 1 ½% per month exceeds the maximum allowed by law; the charge shall automatically be reduced to the maximum legally allowable. In the event the Client requests termination of the services prior to completion, a termination charge in an amount not to exceed 30% of all charges incurred through the date services are stopped plus any shutdown costs may, at the discretion of Barker, Lemar & Associates, Inc., be made. If during the execution of the services, Barker, Lemar & Associates, Inc., is required to stop operations as a result of changes in the scope of services such as requested by the Client or requirements of third parties, additional charges will be applicable. Client is responsible for all cost of the collection of unpaid accounts, including reasonable attorney fees.

INSURANCE

Barker, Lemar & Associates, Inc. maintains Workers' Compensation and Employers Liability Insurance in conformance with applicable state law. In addition, we maintain Commercial General Liability Insurance with combined Single Bodily Injury and property damage limits of \$1,000,000 and Automobile Liability Insurance with combined Single Bodily Injury and property damage limits of \$1,000,000. A certificate of insurance can be supplied evidencing such coverage, which contains a clause providing that 10 days written notice be given prior to cancellation. Cost of the above coverage is included in our quoted fees. If additional coverage or increased limits of liability are required, Barker, Lemar & Associates, Inc. will endeavor to obtain the requested insurance and charge separately for costs associated with additional coverage or increased limits.

LIMITATION OF LIABILITY

In recognition of the relative risks and benefits of the Project to both the Client and Barker, Lemar & Associates, Inc., the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of Barker, Lemar & Associates, Inc. and Barker, Lemar & Associates, Inc.'s officers, directors, partners, employees, shareholders, owners and sub consultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorney's fees and costs and expert-witness fees and costs, so that the total aggregate liability of Barker, Lemar & Associates, Inc. and Barker, Lemar & Associates, Inc.'s officers, directors, partners, employees, shareholders, owners and sub consultants shall not exceed the applicable insurance coverage available at the time of settlement or judgment. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

Client agrees that Barker, Lemar & Associates, Inc.'s liability for any damage on account of any error, omission, or other professional negligence by Barker, Lemar & Associates, Inc. will be limited to a sum not to exceed \$50,000 or the amount presently due Barker, Lemar & Associates, Inc. for services rendered hereunder, whichever is greater.

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor Barker, Lemar & Associates, Inc., their respective officers, directors, partners, employees, contractor or sub consultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. The mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and Barker, Lemar & Associates, Inc. shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and sub contracts with others involved in this project. Barker, Lemar & Associates, Inc. is not liable for consequential damages.

Barker, Lemar & Associates, Inc. shall not be responsible for any acts or omissions of the Contractor, any sub contractor, any entity performing any portions of the Work or any agents or employees of any of them. Barker, Lemar & Associates, Inc. does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

POLLUTION CLAIMS

Client hereby understands and agrees that Barker, Lemar & Associates, Inc. has not created nor contributed to the creation or existence of any or all types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at Client's premises, or in connection with or related to this project with respect to which Barker, Lemar & Associates, Inc. has been retained to provide professional engineering services. Barker, Lemar & Associates, Inc.'s total liability to Client resulting from any release or threatened release of any hazardous waste, substance, pollutant or contaminant, whether or not directly or indirectly generated by Barker, Lemar & Associates, Inc.'s performance of the work hereunder (including any injury to persons or property or death resulting there from), shall not exceed the amount due Barker, Lemar and Associates, Inc. for services rendered hereunder. This limitation applies to all liabilities, including indemnification liabilities, whether based on contract, tort (including negligence), and strict liability or otherwise. This limitation of liability does not in any way limit or affect Client's obligations to indemnify and hold Barker, Lemar & Associates, Inc., its owners, officers, directors, and employees harmless. This limitation of liability shall not apply to the extent it is held that the loss or damage arose from Barker, Lemar & Associates, Inc.'s gross negligence or intentional misconduct. In addition, Client agrees to limit Barker, Lemar & Associates, Inc.'s liability to the same extent that Client's liability is limited pursuant to its contract with its client (if one exists).

DOCUMENTS

Barker, Lemar & Associates, Inc.'s liability to Owner for any computer programs, software products, or related data furnished hereunder is limited solely to the correction of residual errors, minor maintenance, or update(s) as agreed. Barker, Lemar & Associates, Inc. makes no warranties of any kind, including any implied warranty of merchantability or of fitness for any particular purpose, or against infringement, with respect to computer programs, software products, related data, technical information, or technical assistance provided by Barker, Lemar & Associates, Inc. under this Agreement. In no event shall Barker, Lemar & Associates, Inc., its officers, agents, or employees be liable under or in connection with this Agreement under any theory of tort, contract, strict liability, negligence, or other legal or equitable theory for incidental or consequential damages relating to any computer programs, software products, or related data furnished hereunder.

STANDARD OF CARE

In providing services under this Agreement, Barker, Lemar & Associates, Inc. shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same or similar locality. Barker, Lemar & Associates, Inc. makes no warranty, express or implied, as to its professional services rendered under this Agreement.

RIGHT-OF-ENTRY

Unless otherwise agreed, Client will furnish right-of-entry on the property for Barker, Lemar & Associates Inc. to make the planned borings, surveys, tests, and/or explorations. Barker, Lemar & Associates Inc. will take reasonable precautions to limit damage to the property caused by our operations, but we have not included in our fee the cost of restoration of damage that may result. If Client desires Barker, Lemar & Associates Inc. to restore the property to its former condition, we will accomplish this, to the extent reasonably possible, and add the cost to the proposed fee.

SITE VISITS

Barker, Lemar & Associates, Inc. shall visit the site at intervals appropriate to the stage of construction, or as otherwise agreed to in writing by the Client and Barker, Lemar & Associates, Inc., in order to observe the progress and quality of the Work completed by the Contractor. Such visits and observation are not intended to be an exhaustive check or a detailed inspection of Barker, Lemar & Associates, Inc.'s work but rather are to allow the Consultant to become generally familiar with the Work in progress and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. Based on this general observation, Barker, Lemar & Associates, Inc. shall keep the Client informed about the progress of the Work and shall advise the Client about observed deficiencies in the Work.

If the Client desires more extensive project observation or full-time project representation, the Client shall request that such services be provided by Barker, Lemar & Associates, Inc. as Additional Services in accordance with the terms of this Agreement.

Barker, Lemar & Associates, Inc. shall not supervise, direct or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected neither by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor in accordance with the Contract Documents.

SAMPLING OR TESTING OF LOCATION

The fees do not include costs associated with surveying of the site or the accurate horizontal and vertical locations of tests, unless otherwise specifically agreed to by the parties. Field test or boring locations described in Barker, Lemar & Associates, Inc.'s report contemplated by these Terms and Conditions or shown on sketches are based on specific information furnished by others or estimates made in the field by our technicians. Such dimensions, depths, or elevations should be considered as approximations unless otherwise stated in the reports contemplated by these Terms and Conditions.

The Client shall furnish, at the Client's expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. Barker, Lemar & Associates, Inc. may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. Barker, Lemar & Associates, Inc. shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Client and/or the Client's consultants and contractors.

SAMPLE DISPOSAL AGREEMENT

Unless otherwise requested, test specimens or samples will be disposed of immediately upon completion of tests unless otherwise regulatory required. Upon written request, Barker, Lemar & Associates, Inc. will retain test specimens or drilling samples for mutually acceptable storage charge and period of time.

DAMAGE TO EXISTING MAN-MADE OBJECTS

It shall be the responsibility of the Client or his duly authorized representative to disclose the presence and accurate location of all hidden or obscure man-made objects and underground utilities relative to field tests or boring locations. Barker, Lemar & Associates, Inc.'s field personnel are trained to recognize clearly identifiable stakes or markings in the field and without special written instruction to initiate field testing drilling and/or sampling within a reasonable distance of each designated location. If Barker, Lemar & Associates, Inc. is cautioned, advised, or given data in writing that reveal the presence or potential presence of underground or over ground obstructions, such as utilities, Barker, Lemar & Associates, Inc. will give special instructions to its field personnel. As evidenced by Client's acceptance of this proposal, Client agrees to indemnify and save harmless from all claims, suits, losses, personal injuries, death, and property liability resulting from unusual subsurface conditions or damages to subsurface structures, including utility lines, owned by Client or third parties, occurring in the performance of the proposed services, whose presence and, exact locations were not revealed to Barker, Lemar, & Associates, Inc. in writing, and to reimburse Barker, Lemar & Associates, Inc. for expenses in connection with any such claims or suits, including reasonable attorney fees.

DISPOSAL

Barker, Lemar & Associates, Inc. is not, and has no authority to act as, a handler, generator, operator, treated, storer, transporter or disposer of hazardous waste, substances, pollutants or contaminants found or identified at the site. Barker, Lemar & Associates, Inc. shall have no responsibility for the transportation, storage, treatment or disposition of contaminated or potentially contaminated waste materials of any kind, which are directly or indirectly generated from Barker, Lemar & Associates, Inc.'s performance of the work in accordance with these Terms and Conditions. Client shall be responsible for the disposal of any such waste materials.

SAFETY

Should Barker, Lemar & Associates, Inc. provide periodic observations or monitoring services at the job site during construction, Client agrees that in accordance with generally-accepted construction practices, the contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work and compliance with OSHA regulations, and that these requirements will apply continuously and not be limited to normal working hours. Any monitoring of the contractor's procedures conducted by Barker, Lemar & Associates, Inc. is not intended to include review of the adequacy of the contractor's safety measures in, on, adjacent to, or near the construction site.

CONSTRUCTION COST OPINIONS

Opinions of probable cost for the facilities considered and designed under this Agreement are prepared by Barker, Lemar & Associates, Inc. through exercise of its experience and judgment in applying presently available cost data, but it is recognized that Barker, Lemar & Associates, Inc. has no control over costs of labor and materials, or over the construction contractor's methods of determining prices, or over competitive bidding procedures, market conditions, and unknown field conditions so that Barker, Lemar & Associates, Inc. cannot and does not guarantee that proposals, bids, or the project construction costs will not vary from Barker, Lemar & Associates, Inc.'s opinion of probable construction costs.

OWNERSHIP OF DOCUMENTS

All documents, including, but not limited to, drawings, specifications, reports, boring logs, field notes, laboratory test data, calculations, and estimates, prepared by Barker, Lemar & Associates, Inc., are instruments of service pursuant to these Terms and Conditions and shall be the sole property of Barker, Lemar & Associates, Inc. Client agrees that all documents of any nature furnished to Client or Client's agents or designees, if not paid for, will be returned to Barker, Lemar & Associates Inc. upon demand and will not be used by Client for any purpose whatsoever. Client further agrees that under no circumstances shall any documents produced by Barker, Lemar & Associates Inc., pursuant to these Terms and Conditions, be used at any location or for any project not expressly provided for in these Terms and Conditions without the written permission of Barker, Lemar & Associates, Inc. At the request and expense of Client, Barker, Lemar & Associates, Inc. will provide Client with copies of documents created in the performance of the work for a period not exceeding five years following submission of the report contemplated by these Terms and Conditions.

SUCCESSORS AND ASSIGNS

All of the terms, conditions, and provisions hereof shall inure to the benefit of and are binding upon the parties hereto and their respective successors and assigns, provided, however, that no assignment of this Agreement shall be made without written consent of the parties of this Agreement.

SEVERABILITY

If any provision of this Agreement is declared invalid, illegal, or incapable of being enforced by any court of competent jurisdiction, all of the remaining provisions of this Agreement shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.

WAIVER

Barker, Lemar & Associates, Inc.'s waiver of any term, condition, or breach of any term, condition, covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

GOVERNING LAW

These Terms and Conditions shall be governed in all respects by the laws of the State of Iowa. Any litigation to be filed by either party to the contract shall be filed in Polk County, Iowa District Court or Federal Court for the Southern District of Iowa.

ENTIRE AGREEMENT

This Agreement, and its attachments, contains the entire understanding between Owner and Barker, Lemar & Associates, Inc. relating to professional engineering services. Any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein are of no effect. Subsequent modifications or amendments to this Agreement shall be in writing and signed by the parties to this Agreement.

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

DATE: October 31, 2016

ITEM: Motion – Approval of Change Order #1 – 2016 Concrete Trail Renovation

FINANCIAL IMPACT: Expense of \$14,931.00 to be covered with available funds in the Miscellaneous Trail Improvements C.I.P project (Project 0510 004 2016; Account 500.000.000.5250.490).




BACKGROUND: This project is substantially complete, and Change Order #1 is to adjust for final quantities. This change order also includes emergency trail repairs needed to address a section of failed concrete in Fairmeadows Park. The total amount of this change order is \$14,931.00 resulting in a final contract amount of \$94,472.01.

OUTSTANDING ISSUES: None

RECOMMENDATION: That the Council approve the change order.

Lead Staff Member: Sally Ortgies, Interim Director of Parks & Recreation

STAFF REVIEWS

Department Director	
Appropriations/Finance	
Legal	
Agenda Acceptance	

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split



CITY OF WEST DES MOINES

PARKS AND RECREATION DEPT.
 4200 Mills Civic Parkway, PO Box 65320
 West Des Moines, IA 50265-0320
 (515) 222-3444 Fax (515) 222-3459

CHANGE ORDER

Distribution:
 Owner X
 Consultant
 Contractor X
 Other

Contractor:

MNM Concrete Specialist, LLC
3821 Hillcrest Drive
Des Moines, IA 50310

Project Title	2016 Concrete Trail Renovation	
WDM Project File Number	0510 004 2016	
Purchase Order Number	2017 - 308	
Orig. Contract Amount & Date	\$79,541.01	4/18/16
Change Order Number	1	
Date	10/31/16	

Item	Description	Unit	Unit Price	Quantity Adjustment	Value Adjustment
	Emergency repairs on failed concrete at Fairmeadows Park. Issue brought to City's attention by park neighbor. Contractor was able to respond quickly and used unit pricing from this contract.				
A	Concrete Removal	SF	\$1.10	936	\$1,029.60
B	Subgrade Prep	SF	\$1.75	936	\$1,638.00
C	Trail, 6" Reinforced PCC	SF	\$4.80	936	\$4,492.80
D	Import & Place Dirt to make ADA compliant slope	LS	\$900.00	1	\$900.00
E	Seeding and Turf Reinforcement Matting	LS	\$1,600.00	1	\$1,600.00
	Additional quantities found in field on pavement adjacent to current trail patching.				
F	Final Quantities Adjustment	LS	\$5,270.60	1	\$5,270.60
TOTAL					\$14,931.00

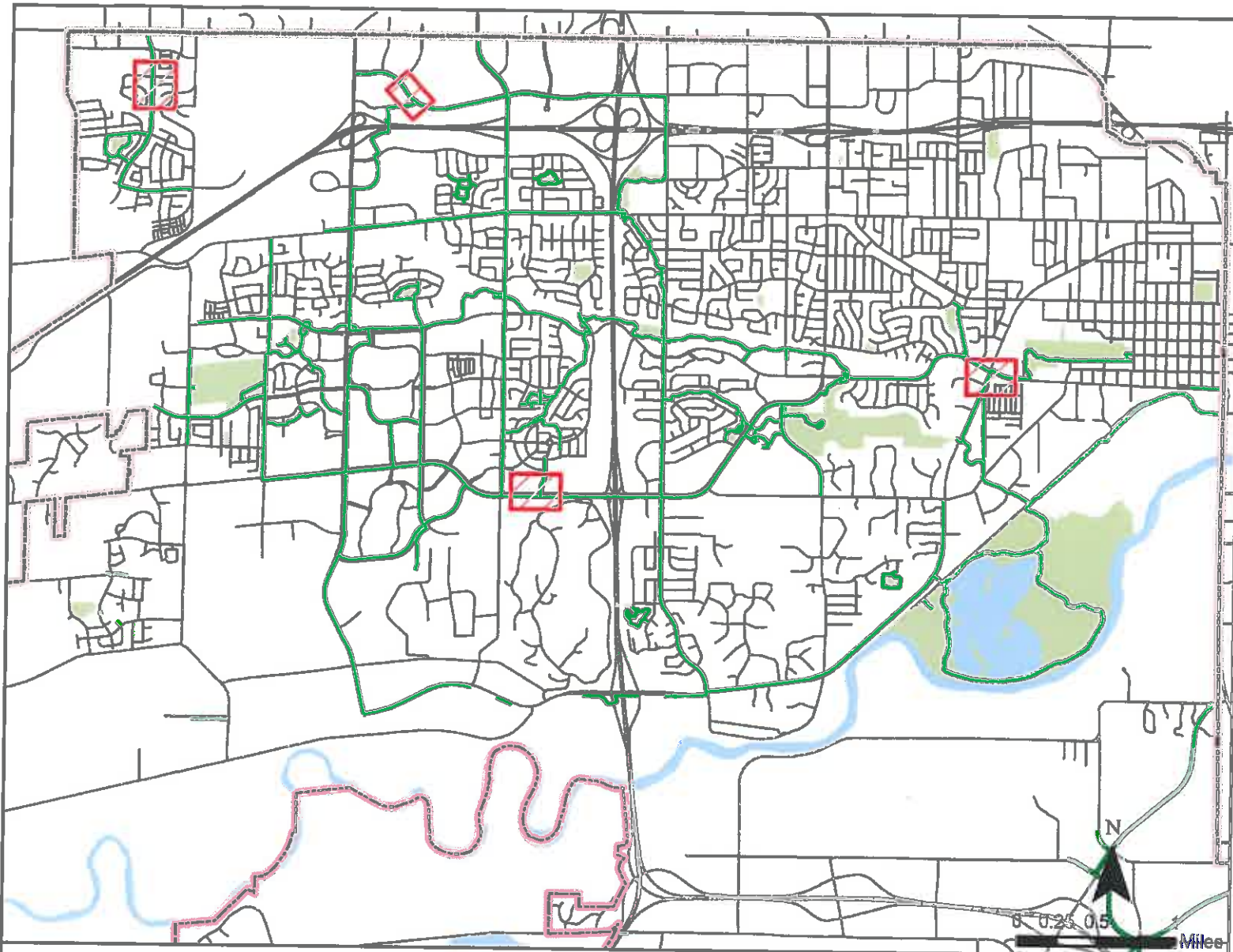
CHANGE ORDER SUMMARY	
The Original Contract Sum was	\$79,541.01
Net Change by previously authorized Change Orders	\$0.00
The Contract Sum prior to This Change Order was	\$79,541.01
The Contract Sum will be increased by this Change Order in the amount of	\$14,931.00
The new Contract Sum including this Change Order will be	\$94,472.01
Aggregate Change Order as a percent of Original Contract (if greater than 10% of the original contract, Council Subcommittee recommendation and all signatures through the full Council are required)	18.77%
The Contract Time will be changed by	0 Days
The date of Final Completion as of the date of this Change Order therefore is	

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

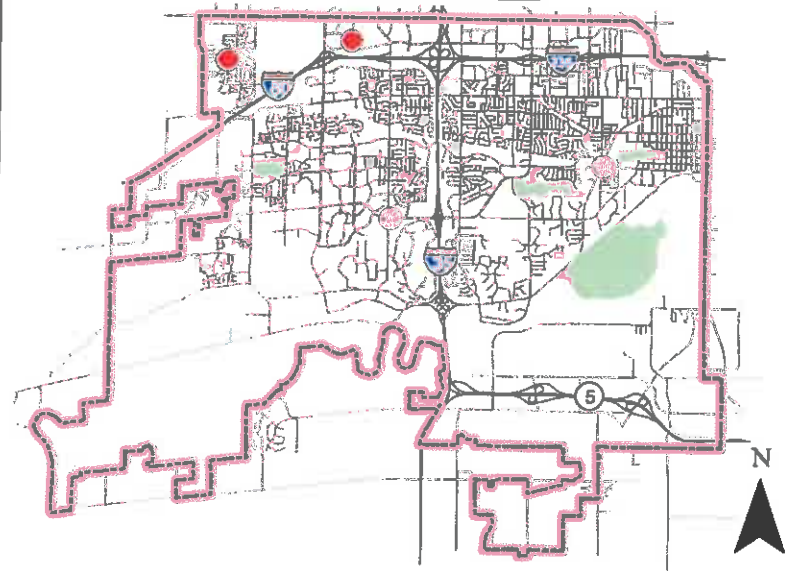
Contractor: MNM Concrete Specialist	Recommended By: City of West Des Moines	Checked By: City of West Des Moines P&R
Signature:	Signature: Clint Carpenter	Signature:
Name:	Name: Quantities via Fieldbook	Name: David Sadler
Title:	Title: Sn. Eng. Tech.	Title: Landscape Architect
Date:	Date: 10/25/16	Date: 10/25/16

Owner: City of West Des Moines




<input type="checkbox"/> ≤ \$24,999.99 City Engineer or Department Director (≤ 10% original contract)	Date _____
<input type="checkbox"/> \$25,000 to 49,999.99 City Manager	Date _____
<input type="checkbox"/> \$50,000 City Council approved or ratified at Council	Date _____



Vicinity Map



LEGEND

-  Project Location
-  Existing Trail
-  Park Boundary



PROJECT:

2016 CONCRETE TRAIL RENOVATION PROJECT

LOCATION:

CITY-WIDE

DRAWN BY: MAA

DATE: 10/27/2016

PROJECT NO.:

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

ITEM:

DATE: October 31, 2016

Motion – Approving Change Order #6
Community Center Interior Renovations
Covenant Construction Services

FINANCIAL IMPACT:

Contract Summary:

Description	Amount	Date Approved	Remarks
Construction Contract	\$ 585,549.00	July 27, 2015	Base Bid & Alternate 1
Change Order 1	\$ 203,338.00	December 2, 2015	New water service line
Change Order 2	\$ 8,656.00	January 26, 2016	Paving work related to CO #1
Change Order 3	\$5,110.00	February 8, 2016	Replacing flex ductwork
Change Order 4	\$19,103.00	April 18, 2016	Ceiling tile, soffits, wall
Change Order 5	\$1,116.26	July 11, 2016	Storage Room subfloor
Change Order 6	\$874.69	Pending	Door hardware & Contract adjustments
Total	\$ 823,746.95		Project Budget: \$1,100,000.00

Costs for the change order can be paid from budgeted account number 500.000.000.5250.495 (Community Center - Renovation). With adjusting for the revised construction cost and accounting for the professional fees, the remaining balance in the project budget is \$108,333.05. Other non-contract project costs include miscellaneous construction phase costs (testing, etc.), furniture, new interior signage, and IT/data equipment.

BACKGROUND:

On July 27, 2015 the City Council awarded the construction contract to Covenant Construction Services for the interior renovation of the Community Center including new restrooms facilities on both floors. After hardware installation, revisions to the hardware were request to provide better control and flexibility for room access. Also included with the hardware is a new door in the dining area that was not originally scheduled to be installed so that it matches the new doors installed in the original contract. Change Order 6 also includes credit adjustments to the contract cost involving the patching of 4th Street and for Liquidated Damages.

OUTSTANDING ISSUES: None

RECOMMENDATION:

City Council Adopt:
- Motion approving Change Order #6

Lead Staff Members: Linda Schemmel, AIA *LS*

STAFF REVIEWS

Department Director	Sally Ortgies, Interim Director of Parks and Recreation <i>SO</i>
Appropriations/Finance	Tim Stiles, Finance Director <i>TS</i>
Legal	Richard Scieszinski, City Attorney <i>RS</i>
Agenda Acceptance	<i>RS</i>

PUBLICATION(S) (if applicable)

Published In	N/A
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed	N/A		
Recommendation	Yes	No	



CITY OF WEST DES MOINES

Engineering Services
 4200 Mills Civic Pkwy., PO Box 65320
 West Des Moines, IA 50265-0320
 (515) 222-3620 Fax (515) 273-0602

CHANGE ORDER 6

Distribution:
 Owner X
 Architect X
 Contractor X
 Other

Contractor: Covenant Construction Services, LLC
734 SE Alices Road
Waukee, Iowa 50263

Project Title	Community Center Interior Renovations	
WDM Project File Number	0510-077-2014	
Purchase Order Number	6554-07	
Orig. Contract Amount & Date	\$585,549.00	July 27, 2015
Change Order Number	6	
Date	October 27, 2016	

THE CONTRACT IS CHANGED AS INDICATED IN ATTACHED CHANGE ORDER REQUESTS OR CONTRACT CREDITS:

Item	Description	Unit	Unit Price	Quantity Adjustment	Value Adjustment
COR 9 Div 08	Added door and revised door hardware (Owner requested items after contract date)	LS	\$6,349.00	1.00	\$6,349.00
CO 2	Credit for 4th Street paving as indicated in CO #2	SF	\$16.70	-171.88	(\$2,870.31)
CO 2	Credit for Traffic Control as indicated in CO #2	LS	(\$604.00)	1.00	(\$604.00)
Liquidated Damages	Credit Substantial Completion achieved after Contract Date	Days	(\$500.00)	4.00	(\$2,000.00)
TOTAL					\$874.69

CHANGE ORDER SUMMARY

The Original Contract Sum (base bid & alterate 1) was	\$585,549.00
Net Change by previously authorized Change Orders	\$237,323.26
The Contract Sum prior to This Change Order was	\$822,872.26
The Contract Sum will be increased by this Change Order in the amount of	\$874.69
The new Contract Sum including this Change Order will be	\$823,746.95
Aggregate Change Order as a percent of Original Contract (if the aggregate is \$10,000, or greater than 5% of the original contract, whichever is greater, all signatures through the full Council are required)	40.68%
The Contract Time will be unchanged :	N/A - work after contract date
The date of Final Completion as of the date of this Change Order therefore is	June 16, 2016

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

Contractor: Covenant Construction	Recommended By: OPN Architects	Checked By: City of West Des Moines
Signature:	Signature:	Signature:
Name:	Name:	Name: Linda Schemmel
Title:	Title:	Title: Development Coordinator
Date:	Date:	Date: 10/27/2016

Owner: City of West Des Moines

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



Covenant Construction Services
 734 SE Alice's Road
 Waukee, IA 50263



West Des Moines Community Center

Change Order Description	Quantity	Unit Rate	Unit Cost	Additional Calendar Days	Total
9 Costs Associated Door Hardware Changes					\$5,119.00
Div 08 - Openings					
* Added Hardware Sets not in Plans or Specs	1 lb	\$3,794.00 / lb	\$3,794.00		
* Added Hardware per ITC 14	1 lb	\$1,325.00 / lb	\$1,325.00		
* Added Door hardware Install	11 ea	\$85.00 / ea	\$935.00		
Sub-Total					\$5,119.00
Overhead					\$511.90
Profit					\$563.09
Payment & Performance Bond (2.5%)					\$154.85
Costs Associated Door Hardware Changes					\$6,348.84

* Added Calendar days to period of performance
 *** No added days, work will be completed as punchlist activity.

0

QUOTE FOR MATERIAL AND/OR LABOR



DOORS INC
300 S.W. 6TH STREET
DES MOINES, IA 50309
PH: 515-288-8951
FX: 515-288-6212

DATE: 10/30/2015
QUOTE #: 167
FORM ID: CHANGE REQUEST # 01

CONTRACTOR: COVENANT CONSTRUCTION
ATTENTION: TREVOR CASSEL

JOB NAME: WEST DES MOINES COMMUNITY CENTER
JOB NUMBER: 15-08004

LOCATION: WEST DES MOINES

*Door Hardware schedule didn't
identify hardware sets for these doors
these were added @ submittal review
time.*

DESCRIPTION OF ADDITIONAL MATERIAL AND/OR LABOR:

ADDITIONAL COST TO INCLUDE:

1 EACH MARSHFIELD WOOD DOOR FOR EXISTING FRAME AT OPENING #116

ADDITIONAL HARDWARE PER SUBMITTAL REVIEW NOTES.

- 1 EACH HARDWARE SET #01
- 2 EACH HARDWARE SET #03
- 1 EACH HARDWARE SET #03A
- 1 EACH HARDWARE SET #04
- 1 EACH HARDWARE SET #06
- 1 EACH HARDWARE SET #07

ESTIMATED COST OF ADDITIONAL MATERIAL AND/OR LABOR:
SALES TAX NOT INCLUDED

\$3,794.00

NOTE: WRITTEN AUTHORIZATION TO PROCEED IS NEEDED.

THANK YOU,

Hannah Anderson

QUOTE FOR MATERIAL AND/OR LABOR



DOORS INC
300 S.W. 6TH STREET
DES MOINES, IA 50309
PH: 515-288-8951
FX: 515-288-6212

DATE: 5/10/2016
QUOTE #: 249
FORM ID: CHANGE REQUEST # 02

CONTRACTOR: COVENANT CONSTRUCTION
ATTENTION: TREVOR CASSEL

JOB NAME: WEST DES MOINES COMMUNITY CENTER
JOB NUMBER: 15-08004

ITC # 14

LOCATION: WEST DES MOINES

DESCRIPTION OF ADDITIONAL MATERIAL AND/OR LABOR:

ADDITIONAL COST TO INCLUDE:

4 EACH SARGENT LOCKABLE ETL TRIMS FOR EXITS 113, 114, 002A, AND 002B

ESTIMATED COST OF ADDITIONAL MATERIAL AND/OR LABOR:
SALES TAX NOT INCLUDED

\$1,325.00

NOTE: WRITTEN AUTHORIZATION TO PROCEED IS NEEDED.
THANK YOU,

Hannah Anderson

Schemmel, Linda

From: Bill Catrenich <bcatrenich@opnarchitects.com>
Sent: Monday, June 06, 2016 7:56 AM
To: Schemmel, Linda
Cc: Trevor Cassel
Subject: WDM Community Center COR 09
Attachments: COR 009.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Linda,

I have reviewed the cost for COR 09 and it is reasonable for the work being performed. I reviewed the hardware shop drawings and the additional hardware sets were noted. OPN recommends acceptance.

bill catrenich

opn architects, inc.

100 court avenue, suite 100, des moines, iowa 50309
telephone 515-309-0722 + www.opnarchitects.com

insight + passion

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

ITEM:

DATE: October 31, 2016

Resolution - Ordering Construction
2016 Sewer Cleaning & Televising Program

FINANCIAL IMPACT:

The Engineering Estimate of Construction Cost for the 2016 Sewer Cleaning & Televising Program is \$127,500.40. Payments will be made from budgeted account no. 640.000.000.5250.490 with the ultimate funding intended to come from Sewer Fee Revenues.

BACKGROUND:

A Bid Letting should be scheduled for 2:00 p.m. on Wednesday, November 23, 2016, and a Public Hearing on the project should be scheduled for 5:35 p.m. on Monday, November 28, 2016. The contract would be awarded on Monday, November 28, 2016, and work will begin shortly thereafter.

This project is part of the ongoing program to clean and televise sanitary sewer lines at various locations throughout the City of West Des Moines' sanitary sewer system. The completion date for the project is April 28, 2017.

OUTSTANDING ISSUES: None.

RECOMMENDATION:

City Council Adopt:

- Resolution Ordering Construction of the 2016 Sewer Cleaning & Televising Program.
- Fixing 2:00 p.m. on Wednesday, November 23, 2016, as the time and date for project Bid Letting.
- Ordering the City Clerk to publish notice of Letting and Public Hearing.

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

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Services		
Date Reviewed	October 24, 2016		
Recommendation	Yes	No	Split

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

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

**2016 Sewer Cleaning & Televising Program
Project No. 0510-001-2016**

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

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

BE IT FURTHER RESOLVED, that the City Clerk is hereby directed to publish notice of hearing on the Plans and Specifications, Form of Contract, Bid Security and Estimate of Costs for said project to be held at 5:35 p.m. on Monday, November 28, 2016, with said notice published not less than four (4) days nor more than twenty (20) days prior to the date heretofore fixed.

BE IT FURTHER RESOLVED, that the City Clerk is hereby directed to publish Notice to Bidders for said project with publication not less than thirteen (13) days nor more than forty-five (45) days prior to the date for receiving bids. Said bids are to be filed prior to 2:00 p.m. on Wednesday, November 23, 2016.

BE IT FURTHER RESOLVED, that the bids received for construction of said improvements will be opened, publicly read and tabulated by the City Clerk, Deputy City Clerk, or City Clerk designee at 2:00 p.m. on Wednesday, November 23, 2016, and the results of said bids shall be considered at a meeting of this Council on Monday, November 28, 2016, at 5:35 p.m. and acted upon at said time, or such time as may then be fixed.

PASSED AND APPROVED 31st day of October, 2016.

Steven K. Gaer, Mayor

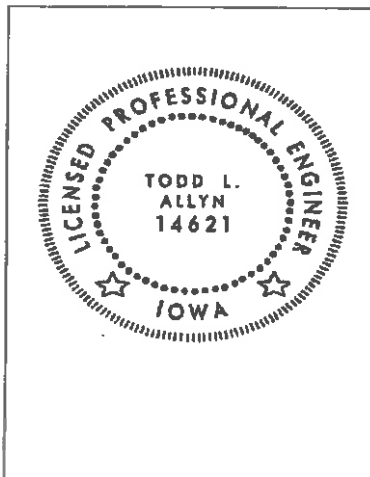
ATTEST:

Ryan T. Jacobson, City Clerk

**Engineer's Estimate of Probable Construction Cost
 2016 Sanitary Sewer Cleaning and Televising Project
 Project No. 0510-001-2016
 City of West Des Moines
 West Des Moines, Iowa
 AECOM Project No: 60519108
 October 25, 2016**



Item	Description	Unit	Estimated Quantity	Unit Price	Extended Price
1.1	MOBILIZATION	LS	1.0	\$ 5,000.00	\$ 5,000.00
1.2	TYPE A CLEANING - 8" SANITARY SEWER	LF	11,729.0	\$ 0.85	\$ 9,969.65
1.3	TYPE A CLEANING - 10" SANITARY SEWER	LF	411.0	\$ 0.90	\$ 369.90
1.4	TYPE A CLEANING - 12" SANITARY SEWER	LF	3,597.0	\$ 0.95	\$ 3,417.15
1.5	TYPE A CLEANING - 15/16" SANITARY SEWER	LF	5,460.0	\$ 1.00	\$ 5,460.00
1.6	TYPE A CLEANING - 18" SANITARY SEWER	LF	4,086.0	\$ 1.10	\$ 4,494.60
1.7	TYPE A CLEANING - 24" SANITARY SEWER	LF	3,635.0	\$ 1.60	\$ 5,816.00
1.8	TYPE A CLEANING - 36" SANITARY SEWER	LF	2,790.0	\$ 2.60	\$ 7,254.00
1.9	TYPE A CLEANING - 42" SANITARY SEWER	LF	5,279.0	\$ 4.10	\$ 21,643.90
1.10	TYPE C ROOT REMOVAL - 8" TO 10" SANITARY SEWER	LF	900.0	\$ 1.50	\$ 1,350.00
1.11	TYPE C ROOT REMOVAL - 12" TO 16" SANITARY SEWER	LF	700.0	\$ 2.00	\$ 1,400.00
1.12	TYPE C ROOT REMOVAL - 18" TO 24" SANITARY SEWER	LF	600.0	\$ 2.50	\$ 1,500.00
1.13	TELEVISIONING - 8" SANITARY SEWER	LF	11,729.0	\$ 0.85	\$ 9,969.65
1.14	TELEVISIONING - 10" SANITARY SEWER	LF	411.0	\$ 0.90	\$ 369.90
1.15	TELEVISIONING - 12" SANITARY SEWER	LF	3,597.0	\$ 0.95	\$ 3,417.15
1.16	TELEVISIONING - 15/16" SANITARY SEWER	LF	5,460.0	\$ 1.00	\$ 5,460.00
1.17	TELEVISIONING - 18" SANITARY SEWER	LF	4,086.0	\$ 1.10	\$ 4,494.60
1.18	TELEVISIONING - 24" SANITARY SEWER	LF	3,635.0	\$ 1.60	\$ 5,816.00
1.19	TELEVISIONING - 36" SANITARY SEWER	LF	2,790.0	\$ 2.60	\$ 7,254.00
1.20	TELEVISIONING - 42" SANITARY SEWER	LF	5,279.0	\$ 4.10	\$ 21,643.90
1.21	CUT PROTRUDING TRAPS	EA	4.0	\$ 350.00	\$ 1,400.00
TOTAL ESTIMATE					\$ 127,500.40



I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the state of Iowa.

Todd L. Allyn 10/25/16

 TODD L. ALLYN, PE Date

License No. 14621

My license renewal date is December 31, 2016.

Pages or sheets covered by this seal:
Engineer's Estimate

Date Issued: _____

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

DATE: October 31, 2016

ITEM:

Resolution - Accepting Work
2015 Channel Repair Program
Elder Corporation

FINANCIAL IMPACT:

The total construction cost for the 2015 Channel Repair Program was \$105,555.00 which was paid from budgeted Account No. 660.000.000.5250.490. The original cost of the project was \$96,150.00. There was one (1) Change Order on the project that totaled \$9,405.00.

BACKGROUND:

Elder Corporation was working under an agreement dated February 22, 2016, for construction services for the 2015 Channel Repair Program. The work included bank repair and stabilization of Jordan Creek adjacent to the Jordan Creek Trail at two locations between 50th Street and 60th Street.

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 <i>MS</i>
Legal	Richard Scieszinski, City Attorney <i>RS</i>
Agenda Acceptance	<i>RTJ</i>

PUBLICATION(S) (if applicable)		SUBCOMMITTEE REVIEW (if applicable)			
Published In		Committee	Public Services		
Dates(s) Published		Date Reviewed	October 24, 2016		
		Recommendation	Yes	No	Split

Resolution Accepting Work

WHEREAS, on February 22, 2016, the City Council entered into a contract with Elder Corporation of Des Moines, Iowa, for the following described public improvement:

**2015 Channel Repair Program
Project No. 0510-022-2015**

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 31, 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 \$105,555.00 as shown in said report, and that the Finance Director is hereby authorized to make payment to the Contractor in the amount of \$5,277.75, 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 31st day of October, 2016.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson
City Clerk



CITY OF WEST DES MOINES

Department of Engineering Services
 4200 Mills Civic Parkway, Ste 2D
 West Des Moines, IA 50285-0320
 Main (515) 222-3620 Fax (515) 273-0602

PAY REQUEST 1

West Des Moines

Contractor: **Elder Corporation**
 2088 E. University Ave.
 Des Moines, IA 50327

Project Title	2015 Channel Repair Program	
WDM Project File Number	0510-022-2015	
Purchase Order Number		
Orig. Contract Amount & Date	\$96,160.00	02/22/16
Estimated Completion Date	04/08/16	
Pay Period	02/22/16 to 05/17/16	
Pay Request Number	1	
Date	06/27/16	

BID ITEMS							
Item No.	Description	Unit	Est. Qty	Unit Price	Extended Price	Quantity Completed	Value Completed
1	Clearing and Grubbing	LS	1.0	\$7,000.00	\$7,000.00	1.00	\$7,000.00
2	Construction Staking	LS	1.0	\$2,500.00	\$2,500.00	1.00	\$2,500.00
3	Traffic Control	LS	1.0	\$9,850.00	\$9,850.00	1.00	\$9,850.00
4	Excavation, Class 10, Channel	CY	300	\$60.00	\$18,000.00	300	\$18,000.00
5	Remove and Replace Recreational Trail, 6" HMA	SY	40	\$250.00	\$10,000.00	110	\$27,500.00
6	Remove and Replace Recreational Trail, 6" PCC	SY	75	\$90.00	\$6,750.00	83	\$5,670.00
7	Rip Rap, Class D	TN	400	\$70.00	\$28,000.00	402	\$28,140.00
8	Choke Stone	TN	100	\$45.00	\$4,500.00	81	\$3,645.00
9	Stabilized Construction Entrance	TN	80	\$35.00	\$2,800.00	16	\$560.00
10	Erosion Matting	SY	700	\$3.50	\$2,450.00	400	\$1,400.00
11	Seeding and Fertilizing	AC	2.00	\$1,300.00	\$2,600.00	0.60	\$780.00
12	Mulching	AC	2.00	\$850.00	\$1,700.00	0.60	\$510.00
TOTAL					\$96,160.00		\$105,555.00

MATERIALS STORED SUMMARY			
Description	# of Units	Unit Price	Extended Cost
None			\$0.00
TOTAL			\$0.00

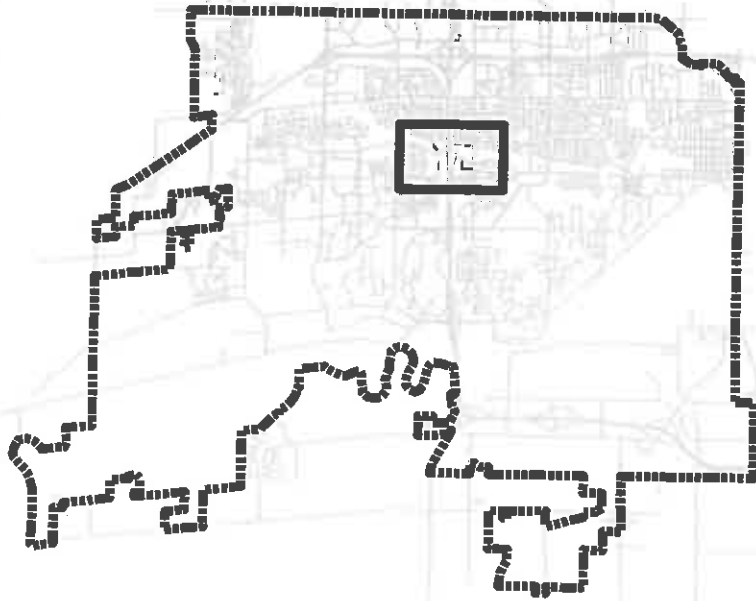
PAY REQUEST SUMMARY		
	Total Approved	Total Completed
Contract Price	\$96,160.00	\$105,555.00
Approved Change Order 1	\$9,405.00	
Approved Change Order 2		\$0.00
Revised Contract Price	\$105,555.00	\$105,555.00
Materials Stored		\$0.00
Retainage (5%)		\$5,277.75
Total Earned Less Retainage		\$100,277.25
Total Previously Approved (list each)	Pay Request 1	
	Pay Request 2	
	Pay Request 3	
Total Previously Approved		\$0.00
Amount Due This Request		\$100,277.25
Percent Complete		100%
Percent of Contract Period Utilized		95%

The amount **\$100,277.25** is recommended for approval for payment in accordance with the terms of the Contract

Contractor:	Recommended By:	Checked By:
Elder	LT Leon Associates, Inc	<i>CJC JW</i> City of West Des Moines
Signature: <i>Nick Ruhser</i> Name: Nick Ruhser Title: Project Manager Date: 6-15-16	Signature: <i>Luis T. Leon</i> Name: Luis T. Leon, P.E. Title: President Date: 6-15-16	Signature: <i>Duane Wittstock</i> Name: Duane Wittstock, P.E., L.S. Title: City Engineer Date:



VICINITY MAP



LEGEND

PROJECT LOCATION



PROJECT:

Accepting Work - 2015 Channel Repair

LOCATION:

Various Locations Around West Des Moines

DRAWN BY: JDR

DATE: 10/20/2016

PROJECT: 0510-022-2015

SHT. 1 of 1

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

4(i)2

DATE: October 31, 2016

ITEM:

Resolution - Accepting Work
2015 PCC Patching Program Phase 1
The Concrete Contracting Company

FINANCIAL IMPACT:

The total construction cost for the 2015 PCC Patching Program Phase 1 was \$1,066,886.78 which was paid from budgeted Account No. 500.000.000.5250.495. The original cost of the project was \$1,012,884.00. There were three (3) Change Orders on the project that totaled \$54,002.78.

BACKGROUND:

The Concrete Contracting Company was working under an agreement dated March 23, 2015, for construction services for the 2015 PCC Patching Program Phase 1. Work on this project included Portland Cement Concrete (PCC) patching at various locations throughout the City of West Des Moines.

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 Services	
Dates(s) Published		Date Reviewed	October 24, 2016	
		Recommendation	Yes	No
				Split

Resolution Accepting Work

WHEREAS, on March 23, 2015, the City Council entered into a contract with The Concrete Contracting Company of Grimes, Iowa, for the following described public improvement:

**2015 PCC Patching Program Phase 1
Project No. 0510-008-2015**

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 31, 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 \$1,066,886.78 as shown in said report, and that the Finance Director is hereby authorized to make payment to the Contractor in the amount of \$20,000.00, 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 31st day of **October, 2016**.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson
City Clerk



PUBLIC WORKS
 560 S. 16th, PO Box 65320
 West Des Moines, IA 50265-0320
 (515) 222-3475 Fax (515) 222-3478

Partial Pay Retainage

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

Project Title	2015 PCC Patching Program - Phase 1	
WDM Project File Number	0510-008-2015	
Purchase Order Number	4285-01	
Orig. Contract Amount & Date	\$1,012,884.00	03/23/15
Estimated Completion Date	10/15/15	
Pay Period		
Pay Request Number	Partial Pay Retainage	
Date	03/07/16	

BID ITEMS							
Item No.	Description	Unit	Est. Qty	Unit Price	Extended Price	Quantity Completed	Value Completed
Removals							
1.1	Existing Intake Removal	EA	7	\$1,000.00	\$7,000.00		\$0.00
Fixture Adjustments							
2.1	Sanitary Manhole Adjustment, Minor (Reuse Casting)	EA	1	\$750.00	\$750.00	2.00	\$1,500.00
2.2	Sanitary Manhole Adjustment, Minor (New Casting)	EA	1	\$1,200.00	\$1,200.00	1.00	\$1,200.00
2.3	Storm Manhole Adjustment, Minor	EA	1	\$600.00	\$600.00		\$0.00
2.4	Utility Manhole Adjustment, Minor	EA	1	\$500.00	\$500.00		\$0.00
2.5	Adjust Valve Box to Grade, Minor	EA	2	\$300.00	\$600.00	1.00	\$300.00
Sewers and Drains							
3.1	Not Used				\$0.00		\$0.00
Structures for Sanitary and Storm							
4.1	Intake, Type M-A (Single Grate)	EA	4	\$3,500.00	\$14,000.00	1.00	\$3,500.00
4.2	Intake, Type M-C (Single Grate W/MH)	EA	1	\$3,750.00	\$3,750.00		\$0.00
4.3	Intake, Type M-D (Double Grate)	EA	1	\$4,250.00	\$4,250.00		\$0.00
4.4	Intake, Type M-E (Double Grate W/MH)	EA	1	\$4,500.00	\$4,500.00		\$0.00
4.5	Intake, Type M-A & M-C Wall Top Only	EA	1	\$1,500.00	\$1,500.00	6.00	\$9,000.00
4.6	Intake, Type M-D & M-E Wall Top Only	EA	6	\$1,950.00	\$11,700.00	5.00	\$9,750.00
Excavation & Backfill							
5.1	Not Used				\$0.00		\$0.00
Street Patching and Pavement Repair							
6.1	9" PCC Full Depth Patches	SY	4,317	\$96.25	\$415,511.25	4,260.90	\$410,111.63
6.2	9" PCC Full Depth Patches (IA DOT 5 Hr. PCC Mix)	SY	1,267	\$118.50	\$150,139.50	1,368.50	\$162,167.25
6.3	10" PCC Full Depth Patches (IA DOT 5 Hr. PCC Mix)	SY	1,557	\$132.00	\$205,524.00	1,995.00	\$263,340.00
6.4	9" PCC Median Replacement	SY	10	\$100.00	\$1,000.00	2.80	\$280.00
6.5	PCC Curb and Gutter Replacement	LF	100	\$70.00	\$7,000.00	15.70	\$1,099.00
6.6	PCC Partial Depth Patching (Type BA)	SF	2,440	\$40.00	\$97,600.00	362.90	\$14,516.00
6.7	PCC Partial Depth Patching (Type BE)	SF	480	\$60.00	\$28,800.00		\$0.00
Sidewalks & Driveway							
7.1	6" Sidewalk Replacement, Unspecified Locations	SY	25	\$55.00	\$1,375.00		\$0.00
7.2	4" Sidewalk Replacement, Unspecified Locations	SY	25	\$50.00	\$1,250.00		\$0.00
7.3	6" Driveway Replacement, Unspecified Locations	SY	250	\$60.00	\$15,000.00		\$0.00
7.4	Pre-manufactured Detectable Warning Panels (2' x 4')	EA	4	\$200.00	\$800.00		\$0.00
Traffic Control							
8.1	Traffic Control	LS	1	\$18,500.00	\$18,500.00	1.00	\$18,500.00
Painted Pavement Markings							
9.1	Broken White Line 4" (Equivalent)	LF	651	\$1.25	\$813.75		\$0.00
9.2	Broken Yellow Line 4" (Equivalent)	LF	38	\$1.25	\$47.50	252.00	\$315.00
9.3	Solid White Line 4" (Equivalent)	LF	609	\$2.00	\$1,218.00		\$0.00
9.4	Solid White Line 4" (Equivalent)	LF	150	\$2.00	\$300.00	1,170.20	\$2,340.40
9.5	Double Yellow Lines 4" - 8" - 4" (Equivalent)	LF	1,244	\$1.25	\$1,555.00	554.00	\$692.50
9.6	Left Turn Arrow	EA	1	\$100.00	\$100.00		\$0.00
9.7	Cross Walk (2' x 6' Blocks)	EA	1	\$100.00	\$100.00		\$0.00
9.8	Stop Bar	EA	1	\$100.00	\$100.00		\$0.00

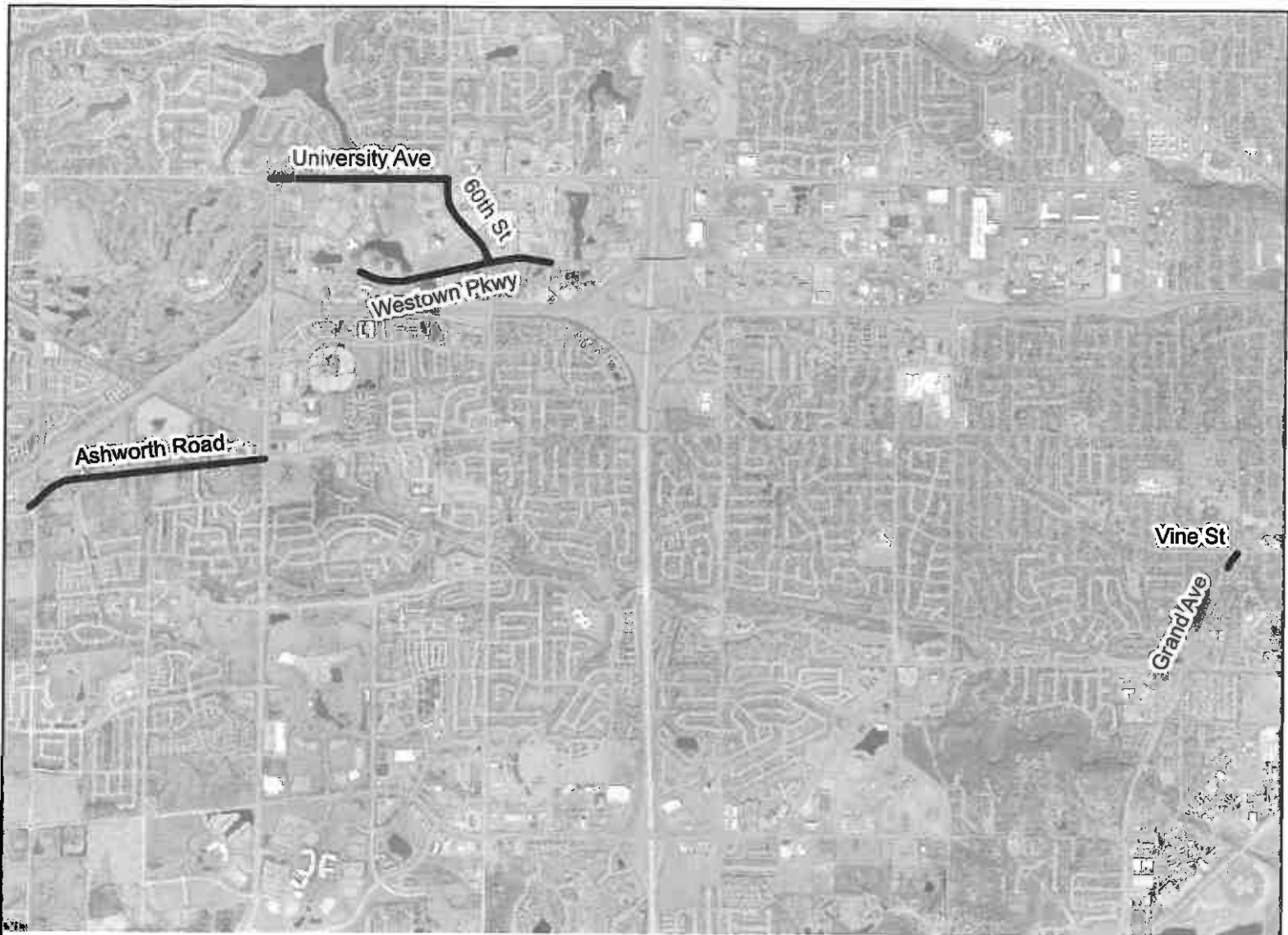
Traffic Signal Items						\$0.00	
10.1	Traffic Detection Loops	EA	16	\$950.00	\$15,200.00	15.00	\$14,250.00
CO 1.1	7" PCC FD Patches	SY	1103	\$85.00	\$93,772.00	1,103.20	\$93,772.00
CO 2.1	MLR - 9" PCC FD Patches	SY	264	\$157.50	\$41,580.00	264.00	\$41,580.00
CO 2.2	MLR - Traffic Control	LS	1	\$9,678.00	\$9,678.00	1.00	\$9,678.00
CO 2.3	MLR - Temporary Traffic Signals	LS	1	\$7,500.00	\$7,500.00	1.00	\$7,500.00
CO 2.4	MLR - Double Yellow Line	LF	383	\$2.60	\$995.80	383.00	\$995.80
CO 2.5	MLR - Solid White Line	LF	192	\$2.60	\$499.20	192.00	\$499.20
				TOTAL	\$1,166,909.00		\$1,066,886.78

MATERIALS STORED SUMMARY						
		Description	# of Units	Unit Price	Extended Cost	
		None				\$0.00
						\$0.00
					TOTAL	\$0.00

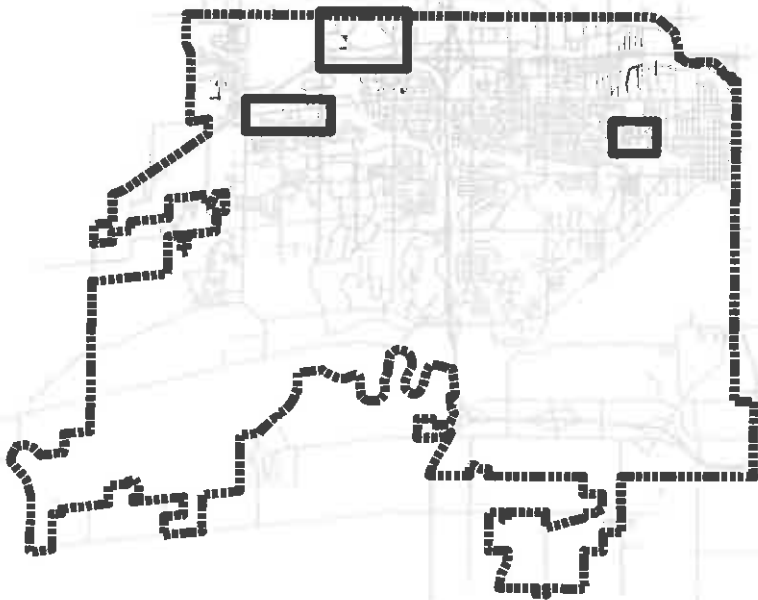
PAY REQUEST SUMMARY		
	Total Approved	Total Completed
Contract Price	\$1,012,884.00	\$1,066,886.78
Approved Change Order 1	(\$18,712.00)	
Approved Change Order 2	\$60,253.00	
Approved Change Order 3	\$12,461.78	
Revised Contract Price	\$1,066,886.78	\$1,066,886.78
Materials Stored		\$0.00
Retainage (5%)		\$20,000.00
Total Earned Less Retainage		\$1,046,886.78
Total Previously Approved (list each)	Pay Request 1	\$30,267.90
	Pay Request 2	\$64,874.91
	Pay Request 3	\$50,927.36
	Pay Request 4	\$71,778.08
	Pay Request 5	\$80,608.24
	Pay Request 6	\$178,058.94
	Pay Request 7	\$246,993.73
	Pay Request 8	\$126,617.62
	Pay Request 9	\$163,163.75
	Pay Request 10	\$12,231.71
Total Previously Approved		\$1,013,542.44
Amount Due This Request		\$33,344.33
Percent Complete		100%
Percent of Contract Period Utilized		100%

The amount **\$33,344.33** is recommended for approval for payment in accordance with the terms of the Contract

Contractor: The Concrete Contracting Company, Inc.	Recommended By: City of West Des Moines	Checked By: City of West Des Moines
Signature:	Signature:	Signature:
Name:	Name: Jeff L. Nash, P.E.	Name: Joseph C. Cory, P.E.
Title:	Title: Principal Engineer	Title: Deputy Director of Public Works
Date:	Date:	Date: 2/18/2016



VICINITY MAP



LEGEND

PROJECT LOCATION 



PROJECT:

Accepting Work - 2015 PCC Patching Program

LOCATION:

Various Locations Around West Des Moines

DRAWN BY: JDR

DATE: 10/20/2016

PROJECT: 0510-008-2015

SHT. 1 of 1

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

DATE: October 31, 2016

ITEM:

Resolution - Accepting Work
2015 Sewer Lining Program
Municipal Pipe Tool Company, LLC

FINANCIAL IMPACT:

The total construction cost for the 2015 Sewer Lining Program was \$239,324.00 which was paid from budgeted Account No. 640.000.000.5250.490. The original cost of the project was \$239,324.00. There were zero (0) Change Orders on the project.

BACKGROUND:

Municipal Pipe Tool Company, LLC was working under an agreement dated April 20, 2015, for construction services for the 2015 Sewer Lining Program. Work on this project included installing eighteen-inch (18") Cured-In-Place Pipe (CIPP) sewer lining on a trunk sanitary sewer located east of South 60th Street and south of Coachlight Court.

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	RTJ

PUBLICATION(S) (if applicable)		SUBCOMMITTEE REVIEW (if applicable)		
Published In		Committee	Public Services	
Dates(s) Published		Date Reviewed	October 24, 2016	
		Recommendation	Yes	No
				Split

Resolution Accepting Work

WHEREAS, on April 20, 2015, the City Council entered into a contract with Municipal Pipe Tool Company, LLC of Hudson, Iowa, for the following described public improvement:

**2015 Sewer Lining Program
Project No. 0510-013-2015**

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 31, 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 \$239,324.00 as shown in said report, and that the Finance Director is hereby authorized to make payment to the Contractor in the amount of \$11,966.20, 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 31st day of **October, 2016**.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson
City Clerk



Department of Engineering Services
 4200 Mills Civic Parkway, Ste 2D
 West Des Moines, IA 50265-0320
 (515) 222-3620 Fax (515) 273-0802

PAY REQUEST

Contractor: **Municipal Pipe Tool Co. LLC**
515 5th Street PO Box 398
Hudson, IA 50643

Project Title	2015 Sewer Lining Program	
WDM Project File Number	0510-013-2015	
Purchase Order Number	2015-0000028	
Orig. Contract Amount & Date	\$239,324.00	04/29/15
Estimated Completion Date	08/01/15	
Pay Period	8/10/15 to 9/30/15	
Pay Request Number	3	
Date	10/03/16	

BID ITEMS							
Item No.	Description	Unit	Est. Qty	Unit Price	Extended Price	Quantity Completed	Value Completed
1.1	18" CIPP Sewer Lining	LF	4,465	\$53.00	\$239,324.00	4,465.00	\$239,324.00
TOTAL					\$239,324.00		\$239,324.00

MATERIALS STORED SUMMARY						
Description	# of Units	Unit Price	Extended Cost			
None			\$0.00			
			\$0.00			
TOTAL			\$0.00			

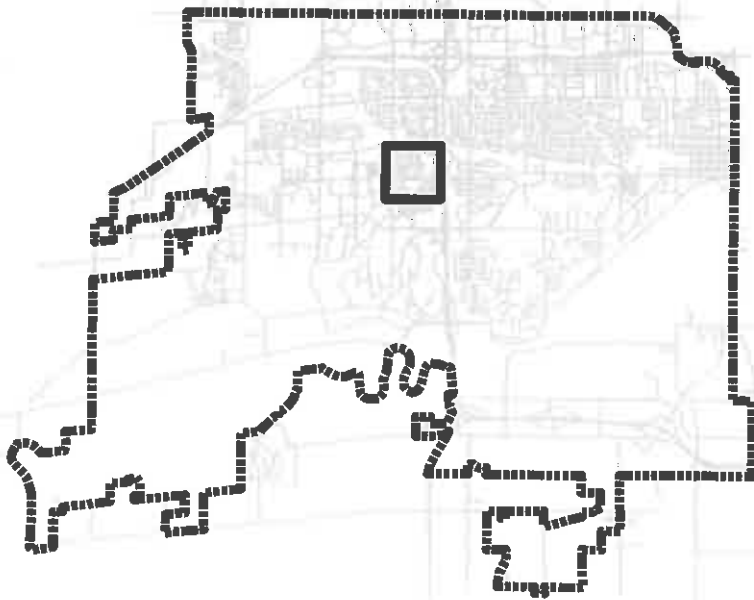
PAY REQUEST SUMMARY		
	Total Approved	Total Completed
Contract Price	\$239,324.00	\$239,324.00
Approved Change Order 1		
Approved Change Order 2		\$0.00
Revised Contract Price	\$239,324.00	\$239,324.00
Materials Stored		\$0.00
Retainage (5%)		\$11,966.20
Total Earned Less Retainage		\$227,357.80
Total Previously Approved (list each)	Pay Request 1	\$91,146.60
	Pay Request 2	\$117,579.90
	Pay Request 3	
	Pay Request 4	
	Total Previously Approved	\$209,026.60
	Amount Due This Request	\$18,331.20
	Percent Complete	100%
	Percent of Contract Period Utilized	100%

The amount **\$18,331.20** is recommended for approval for payment in accordance with the terms of the Contract

Contractor: Municipal Pipe Tool Co. LLC	Recommended By: City of West Des Moines	Checked By: <i>[Signature]</i> City of West Des Moines
Signature: <i>Sharon Waschkat</i>	Signature: <i>[Signature]</i>	Signature: <i>[Signature]</i>
Name: <i>Sharon Waschkat</i>	Name: Jason M. Schickelmeid, P.E.	Name: Duane C. Wittstock, P.E., L.S.
Title: <i>COO</i>	Title: Principal Engineer	Title: City Engineer
Date: <i>10/4/16</i>	Date:	Date:



VICINITY MAP



LEGEND

PROJECT LOCATION



PROJECT:

Accepting Work - 2015 Sewer Lining Program

LOCATION:

Various Locations around West Des Moines

DRAWN BY: JDR

DATE: 10/20/2016

PROJECT: 0510-013-2015

SHT. 1 of 1

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

DATE: October 31, 2016

ITEM: Resolution – Accept Work – 2016 Concrete Trail Renovation

FINANCIAL IMPACT: The total construction cost of this project is \$94,472.01. All costs of the project have been paid from the Miscellaneous Trail Improvements C.I.P. project (Project 0510 004 2016; Account 500.000.000.5250.490). Retainage will not be paid in less than 30 days.

BACKGROUND: MNM Concrete Specialist, LLC of Des Moines, Iowa is working under an agreement dated April 18, 2016 for work related to the 2016 Concrete Trail Renovation project. Work is substantially complete.

The project involved repair and replacement of portions of existing concrete trail located in several areas of the city. The locations are shown on the attached map. The areas being addressed were identified as a high priority following the inspection of the entire trail system in the fall of 2015 by City staff. The majority of defects in the existing trail involved deflections and cracking of the concrete trail surface. Defective areas of the trail were replaced with 6" thick reinforced PCC (Portland Cement Concrete) to help prevent future problems. This will further extend the life of the new trail.

OUTSTANDING ISSUES: None

RECOMMENDATION: That the City Council approve the Resolution.

Lead Staff Member: Sally Orgies, Interim Director of Parks & Recreation

STAFF REVIEWS

Department Director	
Appropriations/Finance	
Legal	
Agenda Acceptance	

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

Resolution Accepting Work

WHEREAS, on April 18, 2016 the City Council entered into a contract with MNM Concrete Specialist, LLC of Des Moines, Iowa for the following described public improvement:

2016 Concrete Trail Renovation

and,

WHEREAS, said contractor has completed the construction of said improvement in accordance with plans and specifications as shown by the Council Communication filed with the City Clerk on October 31, 2016.

Therefore

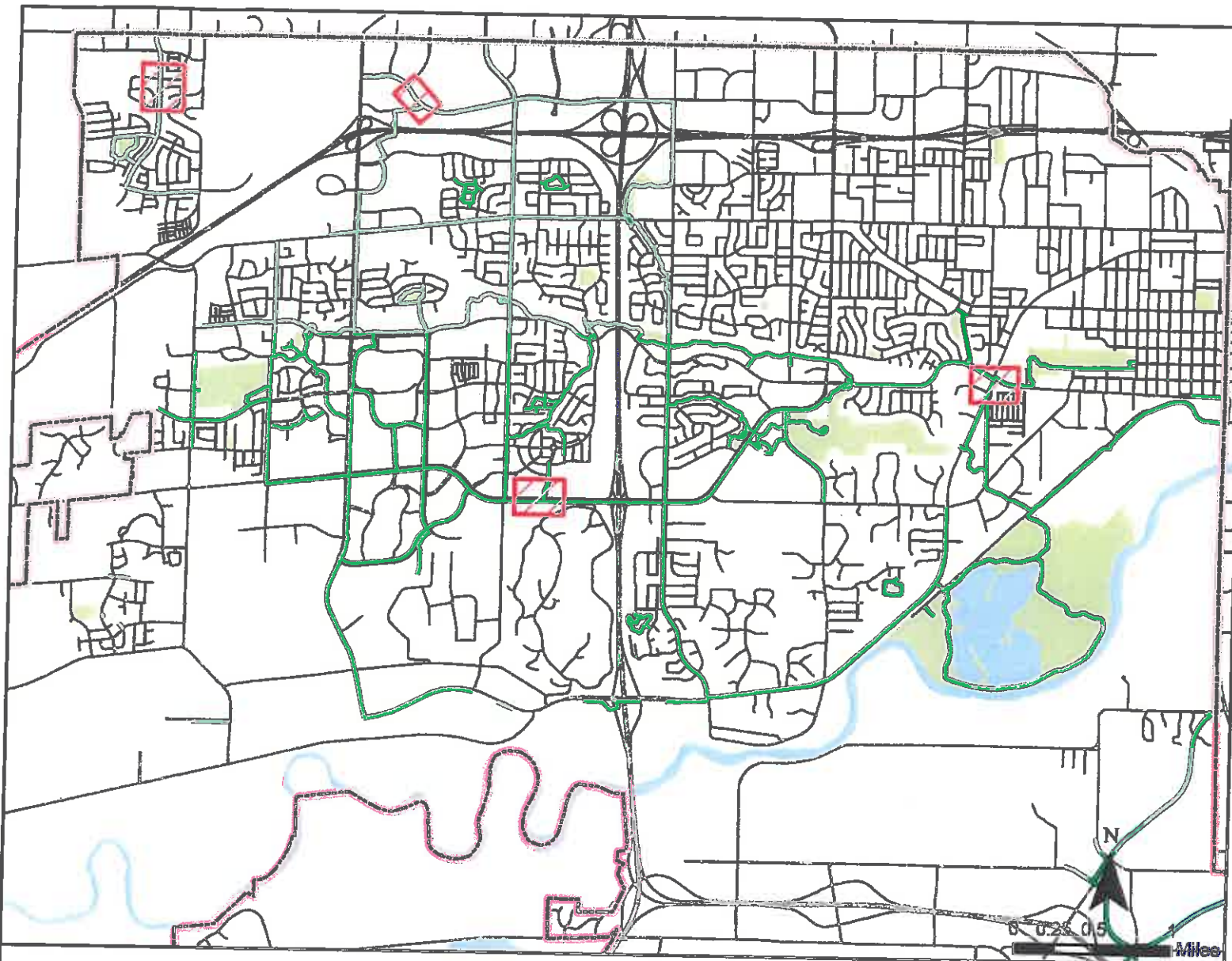
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA, that said report of the Superintendent of Parks be approved and said public improvement is accepted as having been completed in accordance with plans and specifications and the total final construction cost of said improvement is \$94,472.01 as shown in said report.

PASSED AND APPROVED, this 31st day of October, 2016.

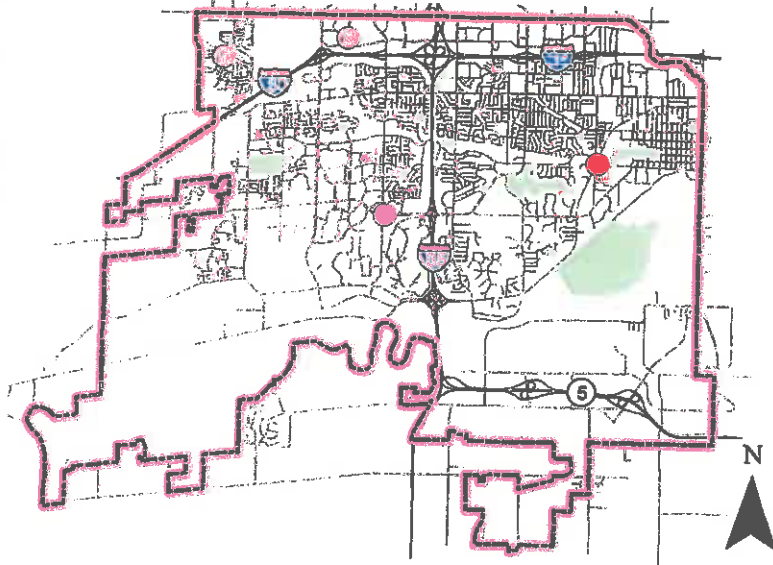
Steven K. Gaer, Mayor

ATTEST:

Ryan Jacobson, City Clerk



Vicinity Map



LEGEND

-  Project Location
-  Existing Trail
-  Park Boundary

2016 CONCRETE TRAIL RENOVATION PROJECT
CITY-WIDE



PROJECT:

LOCATION:

DRAWN BY: MAA

DATE:

10/27/2016

PROJECT NO.:

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

DATE: October 31, 2016

ITEM:

Resolution - Accepting Work
Frink Creek Sanitary Sewer
S.M. Hentges & Sons, Inc.

FINANCIAL IMPACT:

The total construction cost for the Frink Creek Sanitary Sewer was \$1,529,763.80 which was paid from budgeted Account No. 640.000.000.5250.490. The original cost of the project was \$1,508,606.36. There were three (3) Change Orders on the project that totaled \$21,157.44.

BACKGROUND:

S.M. Hentges & Sons, Inc. was working under an agreement dated March 23, 2015, for construction services for the Frink Creek Sanitary Sewer.

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 <i>TS</i>
Legal	Richard Scieszinski, City Attorney <i>RS</i>
Agenda Acceptance	<i>RTG</i>

PUBLICATION(S) (if applicable)		SUBCOMMITTEE REVIEW (if applicable)			
Published In		Committee	Public Services		
Dates(s) Published		Date Reviewed	October 24, 2016		
		Recommendation	Yes	No	Split

Resolution Accepting Work

WHEREAS, on March 23, 2015, the City Council entered into a contract with S.M. Hentges & Sons, Inc. of Jordan, Minnesota, for the following described public improvement:

**Frink Creek Sanitary Sewer
Project No. 0510-030-2010**

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 31, 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 \$1,529,763.80 as shown in said report, and that the Finance Director is hereby authorized to make payment to the Contractor in the amount of \$76,488.19, 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 31st day of **October, 2016**.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson
City Clerk



ENGINEERING SERVICES
 4200 Mills Civic Parkway
 West Des Moines, IA 50265-0330
 (515) 223-3630 Fax (515) 223-0602

PAY REQUEST

Contractor: **S.M. Hedgen & Sons, Inc.**
 620 Garfield Avenue
 Jordan, IA 50332

Project Title	Frink Creek Sanitary Sewer	
WDM Project File Number	0890-030-0010	
Purchase Order Number	5271-08	
Orig. Contract Amount & Date	\$1,828,405.06	03/23/78
Estimated Completion Date	12/14/78	
Pay Period End Date	2/28/79	
Pay Request Number	1	
Date	02/07/79	

BID ITEMS							
Item No.	Description	Unit	Est. Qty	Unit Price	Extended Price	Quantity Computed	Value Computed
1	Sanitary Sewer in Place - 6"	LF	2882	\$65.00	\$174,330.00	2,882	\$174,330.00
2	Sanitary Sewer in Place - 8" C900	LF	280	\$141.00	\$40,280.00	280	\$40,280.00
3	Sanitary Sewer in Place - 8" DI	LF	20	\$151.00	\$1,510.00	14	\$1,510.00
4	Sanitary Sewer in Place - 12"	LF	3145	\$73.00	\$231,375.00	3,145	\$231,375.00
5	Sanitary Sewer in Place - 12" DI	LF	16	\$205.00	\$3,280.00	17	\$3,485.00
6	Sanitary Sewer Trenchoid in Ceiling - 6"	LF	205	\$417.00	\$228,915.00	205	\$160,120.00
7	Force Main - 6"	LF	3540	\$27.00	\$95,580.00	3,540	\$98,580.00
8	Force Main Trenchoid or Bored in Place - 6"	LF	180	\$120.00	\$21,600.00	100	\$12,000.00
9	Manholes - Type SW-301 - 48"	EA	25	\$4,532.00	\$113,300.00	24	\$111,648.00
10	Manholes - Type SW-301 - 72"	EA	1	\$10,500.00	\$10,500.00	1	\$10,500.00
11	Connect to Existing Manhole - Sta. 400+00	LS	1.00	\$5,000.00	\$5,000.00	1.00	\$5,000.00
12	Modify Existing Manhole - Sta. 217+83.75	LS	1.00	\$4,000.00	\$4,000.00	1.00	\$4,000.00
13	Drop Connectors - 12"	EA	1	\$5,000.00	\$5,000.00	1	\$5,000.00
14	Concrete Encasement	LF	20	\$275.00	\$5,500.00	20	\$5,500.00
15	Video Inspection of Sanitary Sewer	LF	2370	\$3.00	\$7,110.00	2,300	\$12,750.00
16	18" CMP Culvert	LF	182	\$27.00	\$4,914.00	164	\$4,508.00
17	18" RCP Culvert	LF	52	\$81.00	\$4,212.00	105	\$8,548.00
18	24" RCP Culvert	LF	72	\$35.00	\$2,520.00	70	\$2,450.00
19	24" CMP Culvert	LF	15	\$44.00	\$660.00	0	\$0.00
20	24" RCP Culvert	LF	8	\$40.00	\$320.00	2	\$80.00
21	Rep-Rep	Ton	110	\$54.00	\$5,940.00	100	\$5,400.00
22	Gravel Surfacing	Ton	400	\$22.00	\$8,800.00	347.58	\$7,648.04
23	12" HMA Driveway	SY	185	\$65.00	\$12,025.00	152	\$9,880.00
24	8" PCC Driveway	SY	30	\$83.00	\$2,490.00	25	\$2,075.00
25	LN Station	LS	1.00	\$103,000.00	\$103,000.00	1.00	\$103,000.00
26	Stabilizing Material	Ton	60	\$28.00	\$1,680.00	65.5	\$1,854.00
27	Erosion Control	LS	1.00	\$20,500.00	\$20,500.00	1.00	\$20,500.00
28	Seeding	Acre	21.7	\$1,500.00	\$32,550.00	21.00	\$31,700.00
29	Seeding	SQ	850	\$22.00	\$18,700.00	820	\$18,160.00
30	Construction Staking	LS	1.00	\$7,000.00	\$7,000.00	1.00	\$7,000.00
31	Traffic Control	LS	1.00	\$2,750.00	\$2,750.00	1.00	\$2,750.00
CO 1.1	Hickman Property Service Repair	LS	1.00	\$8,500.00	\$8,500.00	1.00	\$8,500.00
CO 1.2	Jahel Property Service Repair	LS	1.00	\$5,000.00	\$5,000.00	1.00	\$5,000.00
CO 1.3	Service Risers (4 Locations)	LS	1.00	\$3,524.00	\$3,524.00	1.00	\$3,524.00
CO 2.1	Riswell Property Railroad Ties	LS	1.00	\$1,500.00	\$1,500.00	1.00	\$1,500.00

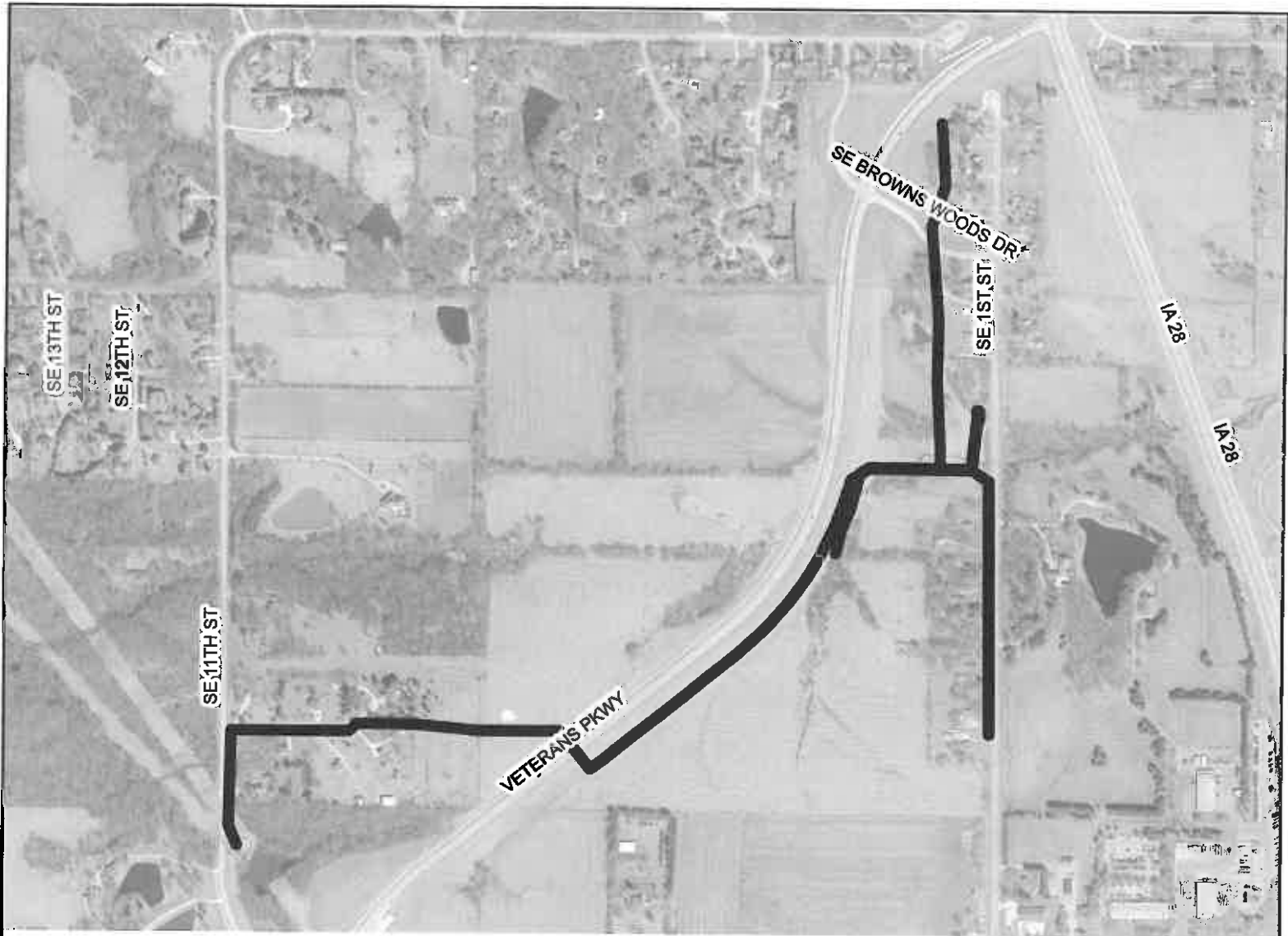
CO 2.2	Waste Property Lateral Repair	LS	1.00	\$2,205.45	\$2,205.45	1.00	\$2,205.45
CO 3.1	Heckman Bore - Truss Removal Credit	LS	1.00	-83,750.00	-83,750.00	1.00	-83,750.00
CO 3.2	Heckman Bore - Tunnel Pile Credit	LS	1.00	-815,000.00	-815,000.00	1.00	-815,000.00
CO 3.3	Heckman Bore - Pilot Bore for Tunnel	LS	1.00	\$3,258.75	\$3,258.75	1.00	\$3,258.75
CO 3.4	Additional Driveway Stabilization	LS	1.00	\$1,822.00	\$1,822.00	1.00	\$1,822.00
				TOTAL	\$1,822,244.45		\$1,822,244.45

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

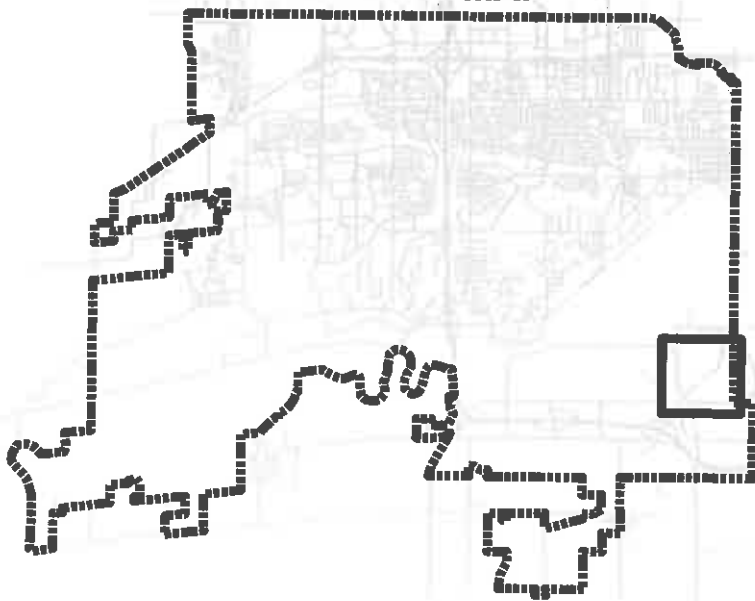
PAY REQUEST SUMMARY		
	Total Approved	Total Completed
Contract Price	\$1,500,000.00	\$1,522,763.70
Approved Change Order 1	\$78,424.00	
Approved Change Order 2	\$3,805.45	
Approved Change Order 3	(\$1,073.91)	
Revised Contract Price	\$1,522,763.70	\$1,522,763.70
Materials Stored		\$0.00
Retainage (5%)		\$76,138.18
	Total Earned Less Retainage	\$1,446,625.52
Total Previously Approved (Net amt)	Pay Request 1	\$38,807.02
	Pay Request 2	\$278,553.43
	Pay Request 3	\$189,087.30
	Pay Request 4	\$488,788.45
	Pay Request 5	\$270,431.45
	Pay Request 6	\$29,380.82
	Pay Request 7	\$132,104.34
		Total Previously Approved
	Account Due This Request	\$28,756.70
	Percent Complete	100%
	Percent of Contract Period Utilized	100%

The amount \$28,756.70 is recommended for approval for payment in accordance with the terms of the Contract

Contractor: S.M. Horvath & Sons, Inc.	Recommended By: Vantage & Sons, Inc.	Checked By: <i>BOM</i>
Signature: <i>Harry Zajac</i>	Signature: <i>Gerald E. Rinehart</i>	City of West Des Moines
Name: <i>Gary Zajac</i>	Name: <i>GERALD E. RINEHART</i>	Signature: _____
Title: <i>V. P. of Operations</i>	Title: <i>PROJECT MANAGER</i>	Name: <i>Diana C. Whitlock, P.E., I.S.</i>
Date: <i>3-30-16</i>	Date: <i>3/30/16</i>	Title: <i>City Engineer</i>
		Date: _____



VICINITY MAP



LEGEND

PROJECT LOCATION 



PROJECT: **Accepting Work - Frink Creek Sanitary Sewer**

LOCATION: **SE 1st Street, Veterans Pkwy, SE 11th Street**

DRAWN BY: JDR

DATE: 10/19/2016

PROJECT: 0510-030-2010

SHT. 1 of 1

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

DATE: October 31, 2016

ITEM:

Resolution - Accepting Work
Public Services Facility Grading
McAninch Corporation

FINANCIAL IMPACT:

The total construction cost for the Public Services Facility Grading was \$641,680.52 which was paid from budgeted Account No. 500.000.000.5250.490. The original cost of the project was \$641,210.52. There were two (2) Change Orders on the project that totaled \$470.00.

BACKGROUND:

McAninch Corporation was working under an agreement dated June 27, 2016, for construction services for the Public Services Facility Grading. Work on this project included rough grading of the site.

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>RTJ</i>

PUBLICATION(S) (if applicable)		SUBCOMMITTEE REVIEW (if applicable)		
Published In		Committee	Public Services	
Dates(s) Published		Date Reviewed	October 24, 2016	
		Recommendation	Yes	No Split

Resolution Accepting Work

WHEREAS, on June 27, 2016, the City Council entered into a contract with McAninch Corporation of Des Moines, Iowa, for the following described public improvement:

**Public Services Facility Grading
Project No. 0510-019-2015**

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 31, 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 \$641,680.52 as shown in said report, and that the Finance Director is hereby authorized to make payment to the Contractor in the amount of \$32,084.03, 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 31st day of October, 2016.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson
City Clerk



Department of Engineering Services
 4200 Mills Civic Parkway, Suite 2E
 PO Box 85320
 West Des Moines, IA 50265-0320
 (515) 222-3475 Fax (515) 273-0602

PAY REQUEST

Contractor: **McAninch Corporation**
4001 Delaware Avenue
Des Moines, IA 50313

Project Title	Public Services Facility Grading	
WDM Project File Number	0510-019-2015	
Purchase Order Number	2016-0000281	
Orig. Contract Amount & Date	\$641,210.52	06/27/16
Estimated Completion Date	09/30/16	
Pay Period	9/24/16 thru 10/21/16	
Pay Request Number	4	
Date	10/25/16	

BID ITEMS							
Item No.	Description	Unit	Est. Qty	Unit Price	Extended Price	Quantity Completed	Value Completed
2.1	Clearing and Grubbing	LS	1	\$3,018.00	\$3,018.00	1.00	\$3,018.00
2.2	Excavation Class 10 Roadway and Borrow	CY	150,000	\$3.87	\$580,500.00	150,000.00	\$580,500.00
4.1	Storm Sewer, HDPE, 6"	LF	96	\$31.51	\$3,024.96	96.00	\$3,024.96
4.2	Storm Sewer, HDPE, 18"	LF	87	\$52.58	\$4,574.46	87.00	\$4,574.46
4.3	Apron 6" CMP with Apron Guard	EA	1	\$650.00	\$650.00	1.00	\$650.00
4.4	Apron 18" CMP with Apron Guard	EA	1	\$925.00	\$925.00	1.00	\$925.00
4.5	Temporary Sediment Basin Outlet Structure	EA	2	\$1,950.00	\$3,900.00	2.00	\$3,900.00
8.1	Traffic Control	EA	1	\$1,530.00	\$1,530.00		\$0.00
9.1	Urban Temporary Erosion Control Seeding	LS	36	\$540.60	\$19,461.60	36.00	\$19,461.60
9.2	Silt Fence	LF	4650	\$1.53	\$7,114.50	4,650.00	\$7,114.50
9.3	Silt Fence Removal	LF	4650	\$0.20	\$930.00	4,650.00	\$930.00
9.4	SWPPP Management	LS	1	\$1,020.00	\$1,020.00	1.00	\$1,020.00
9.5	Erosion and Sediment Control Inspection	LS	1	\$1,020.00	\$1,020.00	1.00	\$1,020.00
9.6	Stabilized Construction Entrance	LS	1	\$9,054.00	\$9,054.00	1.00	\$9,054.00
9.7	Turf Reinforcement Entrance	LS	1	\$306.00	\$306.00	1.00	\$306.00
9.8	Flow Transition Mats	LS	1	\$612.00	\$612.00	1.00	\$612.00
11.1	Construction Survey	LS	1	\$3,570.00	\$3,570.00	1.00	\$3,570.00
CO.1	Permanent Seeding	AC	36	\$55.56	\$2,000.00	36.00	\$2,000.00
					\$0.00		\$0.00
					\$0.00		\$0.00
				TOTAL	\$643,210.52		\$641,680.52

MATERIALS STORED SUMMARY						
			Description	# of Units	Unit Price	Extended Cost
			None			\$0.00
						\$0.00
					TOTAL	\$0.00

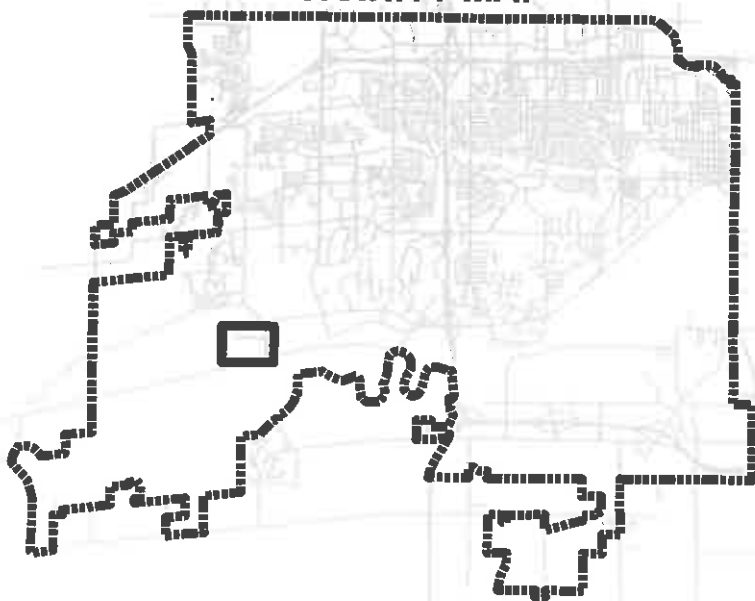
PAY REQUEST SUMMARY			
		Total Approved	Total Completed
Contract Price		\$641,210.52	\$641,680.52
Approved Change Order 1		\$2,000.00	
Approved Change Order 2		(\$1,530.00)	
Revised Contract Price		\$641,680.52	\$641,680.52
Materials Stored			\$0.00
Retainage (5%)			\$32,084.03
Total Earned Less Retainage			\$609,596.49
Total Previously Approved (list each)	Pay Request 1	\$196,552.39	
	Pay Request 2	\$411,191.60	
	Pay Request 3	\$1,852.50	
	Pay Request 4		
	Pay Request 5		
	Pay Request 6		
Total Previously Approved			\$609,596.49
Amount Due This Request			\$0.00
Percent Complete			100%
Percent of Contract Period Utilized			100%

The amount **\$0.00** is recommended for approval for payment in accordance with the terms of the Contract

Contractor: McAninch Corporation	Recommended By: Snyder & Associates	Checked By: City of West Des Moines
Signature:	Signature:	Signature:
Name:	Name:	Name: Duane C. Wittstock, P.E., L.S.
Title:	Title:	Title: City Engineer
Date:	Date:	Date:



VICINITY MAP



LEGEND

PROJECT LOCATION



PROJECT:

Accepting Work - Public Services Facility Grading

LOCATION:

88th Street & Grand Avenue

DRAWN BY: JDR

DATE: 10/20/2016

PROJECT: 0510-019-2015

SHT. 1 of 1

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

DATE: October 31, 2016

ITEM:

Resolution - Accepting Work
SE White Crane Road – SE Soteria Avenue (formerly South 8th Street) to Dead End
Elder Corporation

FINANCIAL IMPACT:

The total construction cost for SE White Crane Road – SE Soteria Avenue (formerly South 8th Street) to Dead End was \$1,815,725.15 which was paid from budgeted Account No. 500.000.000.5250.490. The original cost of the project was \$1,854,000.00. There were two (2) Change Orders on the project that totaled (\$-38,274.85).

BACKGROUND:

Elder Corporation was working under an agreement dated July 13, 2015, for construction services for the SE White Crane Road – SE Soteria Avenue (formerly South 8th Street) to Dead End.

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

PUBLICATION(S) (if applicable)		SUBCOMMITTEE REVIEW (if applicable)		
Published In		Committee	Public Services	
Dates(s) Published		Date Reviewed	October 24, 2016	
		Recommendation	Yes	No Split

Resolution Accepting Work

WHEREAS, on July 13, 2015, the City Council entered into a contract with Elder Corporation of Des Moines, Iowa, for the following described public improvement:

**SE White Crane Road – SE Soteria Avenue (formerly South 8th Street) to Dead End
Project No. 0510-080-2014**

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 31, 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 \$1,815,725.15 as shown in said report, and that the Finance Director is hereby authorized to make payment to the Contractor in the amount of \$90,786.26, 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 31st day of October, 2016.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson
City Clerk



West Des Moines

Contractor: Elder Corporation
5088 E. University Avenue
Des Moines, IA 50327

Project Title	White Crane Road - South 8th Street to Dead End	
WDM Project File Number	0510-080-2014	
Purchase Order Number	2016-00000129	
Orig. Contract Amount & Date	\$1,854,000.00	07/13/15
Estimated Completion Date	11/06/15	
Pay Period	8/6/16 thru 10/24/16	
Pay Request Number	19	
Date	10/24/16	

BID ITEMS							
Item No.	Description	Unit	Est. Qty	Unit Price	Extended Price	Quantity Completed	Value Completed
1.0	Traffic Control	LS	1	\$9,796.00	\$9,796.00	1.00	\$9,796.00
2.0	Construction Survey	LS	1	\$9,500.00	\$9,500.00	1.00	\$9,500.00
3.0	Field Office	Month	12	\$600.00	\$7,200.00	6.00	\$3,600.00
4.0	Clearing and Grubbing	LS	1	\$10,000.00	\$10,000.00	1.00	\$10,000.00
5.0	Topsoil On Site, Strip, Salvage + Spread	CY	11,376	\$6.00	\$68,256.00	11,376.00	\$68,256.00
6.0	Excavation, Class 10	CY	43,174	\$12.00	\$518,088.00	43,174.00	\$518,088.00
7.0	Subgrade Preparation	SY	10,910	\$3.00	\$32,730.00	10,910.00	\$32,730.00
8.0	Storm Sewer, Trenched, RCP 3750D, 15"	LF	605	\$85.00	\$51,425.00	605.00	\$51,425.00
9.0	Storm Sewer, Trenched, RCP 3750D, 18"	LF	725	\$90.00	\$65,250.00	745.00	\$67,050.00
10.0	Storm Sewer, Trenched, RCP 2000D, 24"	LF	822	\$95.00	\$78,090.00	822.00	\$78,090.00
11.0	Storm Sewer, Trenched, RCAP 2000D, 24" Equivalent	LF	21	\$100.00	\$2,100.00	21.00	\$2,100.00
12.0	Storm Sewer, Trenched, RCP 2000D, 30"	LF	471	\$110.00	\$51,810.00	471.00	\$51,810.00
13.0	Storm Sewer, Trenched, RCAP 2000D, 30" Equivalent	LF	46	\$150.00	\$6,900.00	30.00	\$4,500.00
14.0	Storm Sewer, Trenched, RCAP 2000D, 36" Equivalent	LF	10	\$250.00	\$2,500.00	10.00	\$2,500.00
15.0	Storm Sewer, Trenched, RCAP 2000D, 42" Equivalent	LF	110	\$275.00	\$30,250.00	110.00	\$30,250.00
16.0	Pipe Apron, Concrete, 24"	EA	1	\$2,600.00	\$2,600.00	1.00	\$2,600.00
17.0	Subdrain, Type 1 (Longitudinal Subdrain), PVC, 6"	LF	4,070	\$15.00	\$61,050.00	4,070.00	\$61,050.00
18.0	Subdrain Cleanout, Type A-1, PVC, 6"	EA	4	\$450.00	\$1,800.00	4.00	\$1,800.00
19.0	Subdrain, Outlets and Connections, PVC, 6"	EA	38	\$250.00	\$9,500.00	38.00	\$9,500.00
20.0	Storm Sewer Intake, SW-501	EA	12	\$2,500.00	\$30,000.00	12.00	\$30,000.00
21.0	Storm Sewer Intake, SW-503	EA	10	\$4,300.00	\$43,000.00	10.00	\$43,000.00
22.0	Storm Sewer Intake, SW-505	EA	6	\$3,500.00	\$21,000.00	6.00	\$21,000.00
23.0	Storm Sewer Intake, SW-506	EA	3	\$7,000.00	\$21,000.00	3.00	\$21,000.00
24.0	Storm Sewer Intake, SW-513	EA	1	\$5,000.00	\$5,000.00	1.00	\$5,000.00
25.0	PCC Pavement, 8"	SY	9,650	\$81.50	\$593,475.00	9,650.00	\$593,475.00
26.0	PCC Pavement, 7"	SY	180	\$68.00	\$12,240.00	180.00	\$12,240.00
27.0	PCC Pavement Samples and Testing	LS	1	\$1,600.00	\$1,600.00	1.00	\$1,600.00
28.0	Sidewalk, PCC, 4"	SY	845	\$50.00	\$42,250.00	890.60	\$44,530.00
29.0	Sidewalk, PCC, 6"	SY	78	\$65.00	\$5,070.00	42.20	\$2,743.00
30.0	Conventional Seeding, Fertilizing, and Mulching, Rural	AC	2.5	\$1,650.00	\$4,125.00	1.51	\$2,491.50
31.0	Conventional Seeding, Fertilizing, and Mulching, Urban	AC	6	\$1,900.00	\$11,400.00	5.25	\$9,975.00
32.0	Conventional Seeding, Fertilizing, and Mulching, Temporary	AC	8.5	\$600.00	\$5,100.00		\$0.00
33.0	SWPPP	LS	1	\$3,600.00	\$3,600.00	1.00	\$3,600.00
34.0	Wattles, Straw 12"	LF	5,000	\$2.00	\$10,000.00		\$0.00
35.0	Wattles, Removed	LF	5,000	\$1.00	\$5,000.00		\$0.00
36.0	Erosion Stone	TON	15	\$65.00	\$975.00	17.61	\$1,144.65
37.0	Silt Fence	LF	5,000	\$2.00	\$10,000.00	845.00	\$1,690.00
38.0	Silt Fence For Ditch Checks	LF	16	\$5.00	\$500.00	16.00	\$80.00

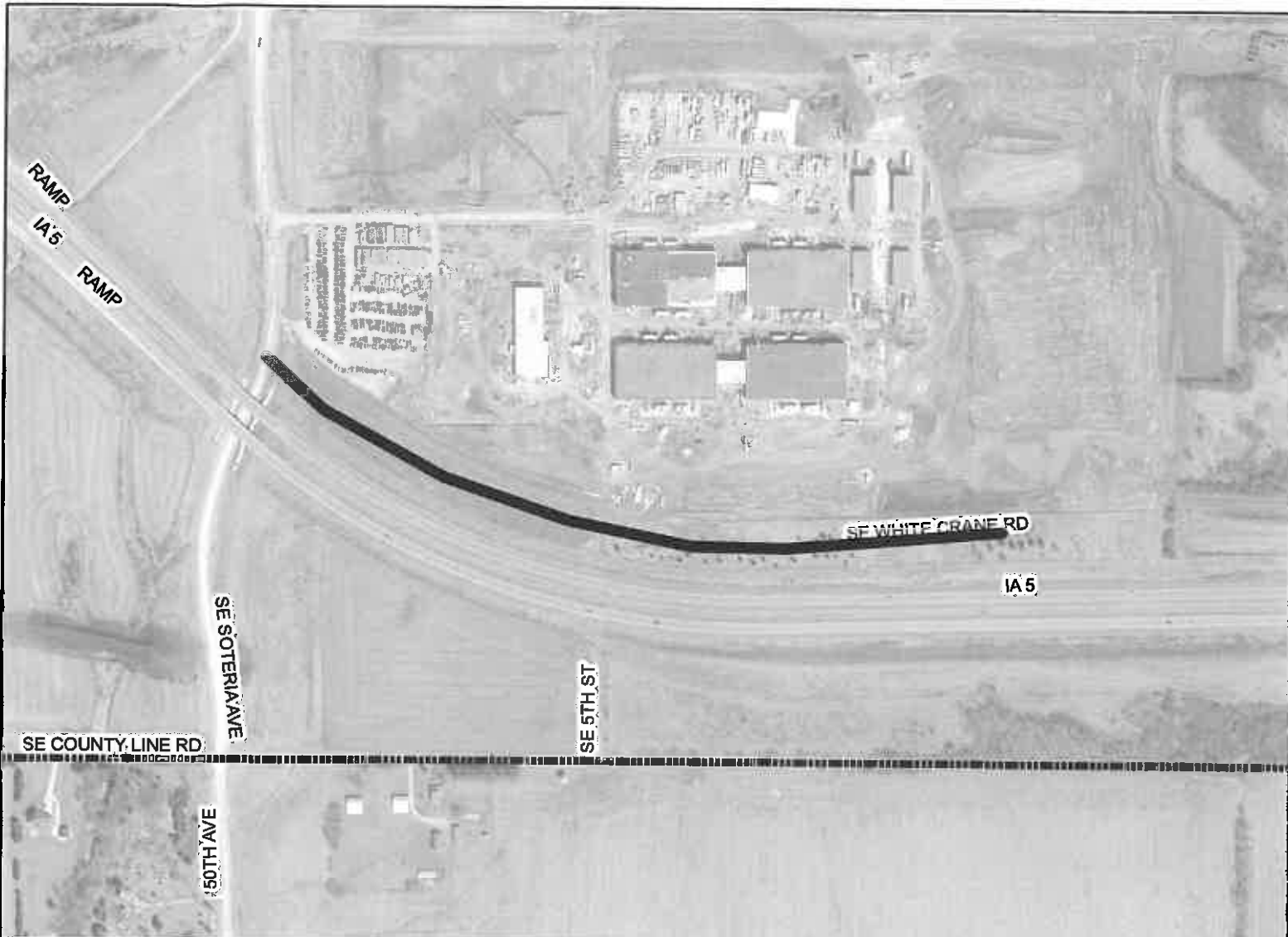
39.0	Silt Fence or Silt Fence Ditch Check, Removal of Sediment	LF	200	\$1.00	\$200.00		\$0.00
40.0	Silt Fence or Silt Fence Ditch Check, Removal of Device	LF	5,100	\$1.00	\$5,100.00	845.00	\$845.00
41.0	Turf Reinforcement Mats, Type 1	SQ	2	\$160.00	\$320.00		\$0.00
42.0	Inlet Protection Device, Installation	EA	30	\$125.00	\$3,750.00	30.00	\$3,750.00
43.0	Inlet Protection Device, Maintenance	EA	30	\$15.00	\$450.00	80.00	\$900.00
CO 1.1	Truncated Domes	SF	48	\$42.00	\$2,016.00	48.00	\$2,016.00
				TOTAL	\$1,854,000.00		\$1,815,725.15

MATERIALS STORED SUMMARY						
	Description	# of Units	Unit Price	Extended Cost		
	None					\$0.00
						\$0.00
TOTAL						\$0.00

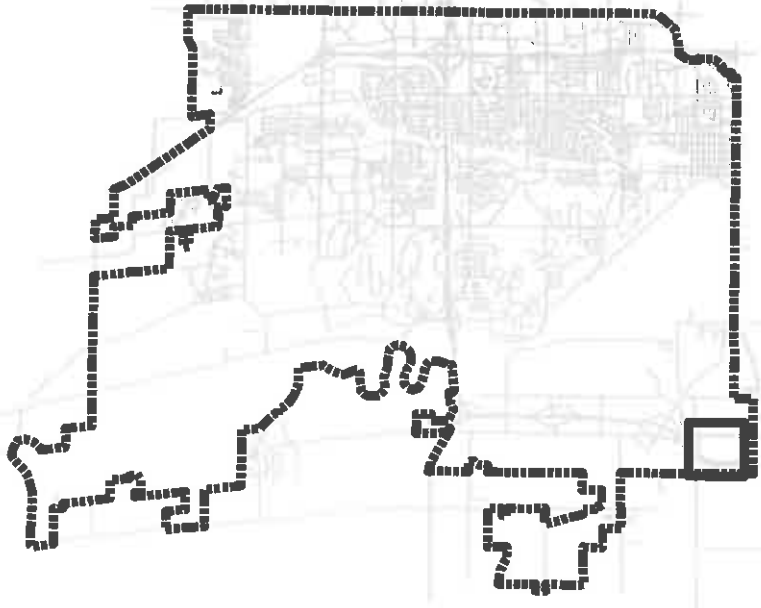
PAY REQUEST SUMMARY		
	Total Approved	Total Completed
Contract Price	\$1,854,000.00	\$1,815,725.15
Approved Change Order 1	\$2,016.00	
Approved Change Order 2	(\$40,290.85)	
Revised Contract Price	\$1,815,725.15	\$1,815,725.15
Materials Stored		\$0.00
Retainage (5%)		\$90,786.26
	Total Earned Less Retainage	\$1,724,938.89
Total Previously Approved (list each)	Pay Request 1	\$302,886.22
	Pay Request 2	\$94,848.00
	Pay Request 3	\$235,533.17
	Pay Request 4	\$111,815.00
	Pay Request 5	\$125,195.75
	Pay Request 6	\$115,347.48
	Pay Request 7	\$435,880.47
	Pay Request 8	\$28,500.00
	Pay Request 9	\$87,520.65
	Pay Request 10	\$107,454.03
	Pay Request 11	\$12,722.40
	Pay Request 12	\$6,573.43
	Pay Request 13	\$40,000.70
	Pay Request 14	\$9,021.77
	Pay Request 15	\$6,863.75
	Pay Request 16	\$2,111.37
	Pay Request 17	\$427.50
	Pay Request 18	\$2,257.20
	Total Previously Approved	\$1,724,938.89
	Amount Due This Request	\$0.00
	Percent Complete	100%
	Percent of Contract Period Utilized	100%

The amount **\$0.00** is recommended for approval for payment in accordance with the terms of the Contract

Contractor: Elder Corporation	Recommended By: HR Green, Inc.	Checked By: City of West Des Moines
Signature:	Signature:	Signature:
Name:	Name:	Name: Duane C. Wittstock, P.E., L.S.
Title:	Title:	Title: City Engineer
Date:	Date:	Date:



VICINITY MAP



LEGEND

PROJECT LOCATION 



PROJECT:	Accepting Work		
LOCATION:	White Crane Rd, S. 8th St East to Dead End		
DRAWN BY: JDR	DATE: 10/20/2016	PROJECT: 0510-060-2014	SHT. 1 of 1

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

DATE: October 31, 2016

ITEM:

Resolution - Accepting Public Improvements
Galleria Plat 8, Lot 3 Sanitary Sewer

FINANCIAL IMPACT:

None at this time. The City will assume ownership of the public improvements, along with associated maintenance.

BACKGROUND:

Eco-Tech Construction has substantially completed the installation of public sanitary sewer at Galleria Plat 8, Lot 3 in accordance with the plans prepared by Civil Design Advantage and the specifications of the City. These improvements have been inspected by the City.

OUTSTANDING ISSUES:

As part of project acceptance the City requires a four (4) year maintenance bond for all public improvements. During the time that elapsed between construction and acceptance of this project the original contractor went out of business precluding acquisition of the maintenance bond. The sewer was televised and reviewed by City Staff with no defects noted. Since the sewer has been in place for 10 years with no defects Staff believes the risk of failure in the next four years to be insignificant. Staff recommends waiving the maintenance bond requirement and accepting the sewer as constructed.

RECOMMENDATION:

City Council Adopt:

- Resolution Accepting Public Improvements for Galleria Plat 8, Lot 3 Sanitary Sewer

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

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Services		
Date Reviewed	October 24, 2016		
Recommendation	Yes	No	Split

**RESOLUTION
ACCEPTING PUBLIC IMPROVEMENTS**

WHEREAS, construction drawings were reviewed and approved by the City Engineer of West Des Moines, Iowa on September 26, 2006 said construction drawings are described as follows:

Galleria Plat 8, Lot 3 Sanitary Sewer

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

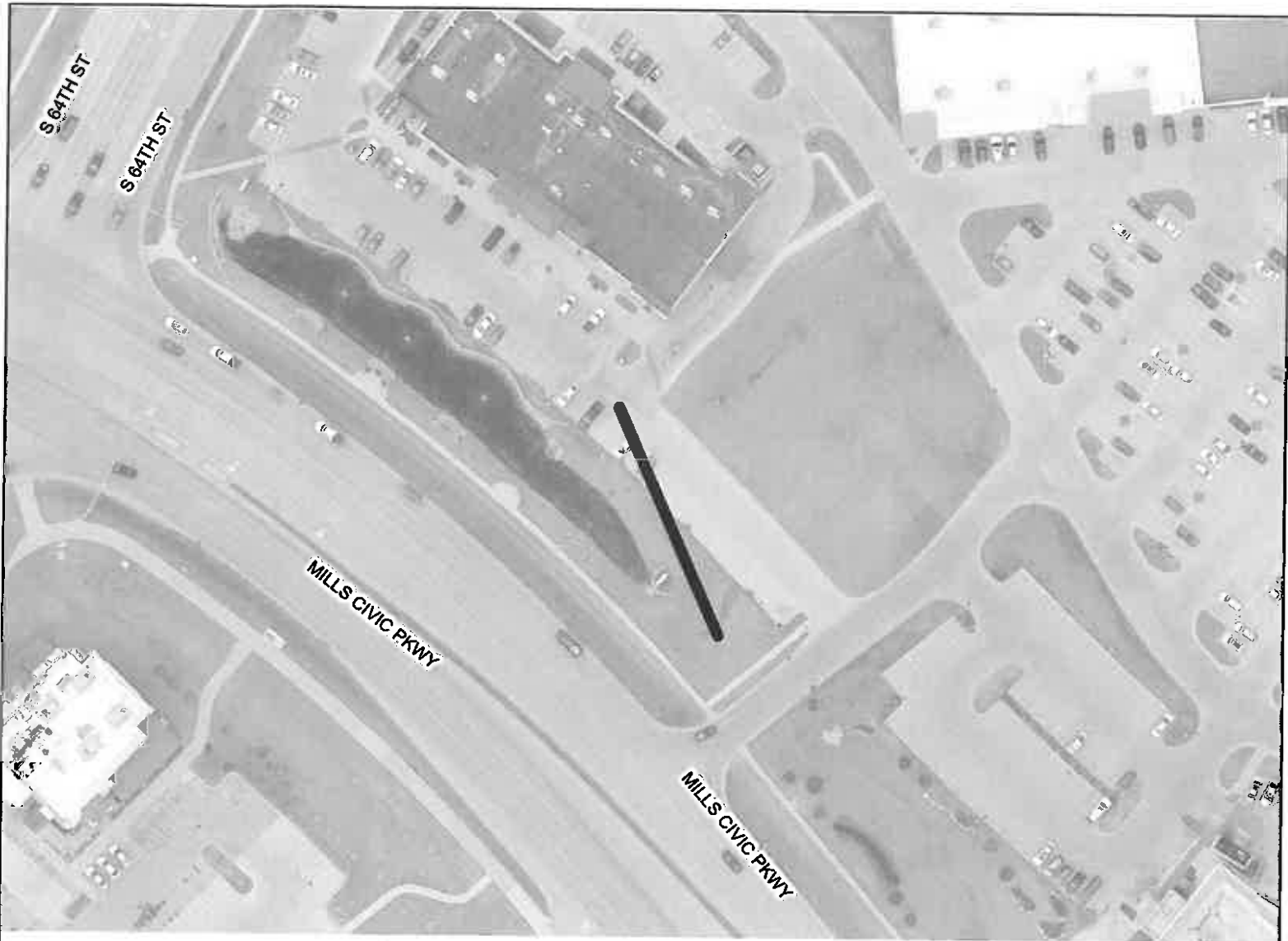
Section 1: The public improvements for Sanitary Sewer for Galleria Plat 8, Lot 3 Sanitary Sewer are hereby accepted and are hereby dedicated for public purposes for Galleria Plat 8, Lot 3 Sanitary Sewer.

PASSED AND APPROVED this 31st day of **October, 2016.**

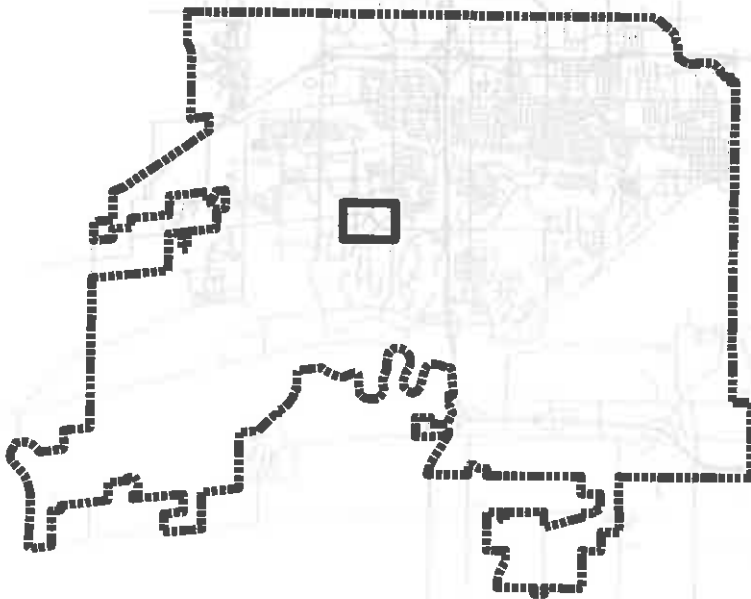
Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk



VICINITY MAP



LEGEND

PROJECT LOCATION 



PROJECT:

Accept Public Improvements

LOCATION:

South 64th Street and Mills Civic Parkway

DRAWN BY: JDR

DATE: 10/20/2016

PROJECT: Galleria Plat 8, Lot 3 Sanitary Sewer

SHT. 1 of 1

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

4(k)

DATE: October 31, 2016

ITEM:

Resolution - Approval and Acceptance of Easement
Grand Avenue Siphon Replacement Project
City of Des Moines

FINANCIAL IMPACT:

None at this time. The City will assume ownership of the public improvements, along with associated maintenance.

BACKGROUND:

Property interests for the Grand Avenue Siphon Replacement Project have been acquired through negotiation from the City of Des Moines. The attached resolution formally accepts the easements and authorizes the filing of all relevant documents. The City of Des Moines City Council approved conveyance of this easement on May 23, 2016.

OUTSTANDING ISSUES:

None.

RECOMMENDATION:

City Council Adopt:

- Resolution Accepting the Easement for Grand Avenue Siphon Replacement Project

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

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Services		
Date Reviewed	October 24, 2016		
Recommendation	Yes	No	Split

RESOLUTION AUTHORIZING APPROVAL AND ACCEPTANCE OF PURCHASE AGREEMENT AND EASEMENTS FOR THE CONSTRUCTION OF THE GRAND AVENUE SIPHON REPLACEMENT PROJECT, PROJECT NUMBER 0510-048-2015

WHEREAS, on December 14, 2015, the City Council approved the acquisition of property, for the project; and

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

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

WHEREAS, documents conveying property interests for easements necessary to complete the project have been presented to the City for approval; and

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

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

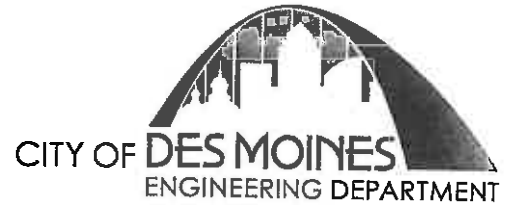
1. The documents described above conveying property interests to the City of West Des Moines, Iowa, are hereby approved and accepted.
2. The City Clerk is directed to certify the Council's approval and acceptance.
3. The documents shall be filed with the county recorder as appropriate.

PASSED AND ADOPTED this 31st day of October, 2016.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk



June 8, 2016

Veenstra And Kimm, Inc.
Attn: Bob Veenstra
3000 Westown Pkwy
West Des Moines, IA 50266-1320

Re: Permanent and Perpetual Sanitary Sewer Easement

Mr. Veenstra,

Enclosed for acceptance by the City of West Des Moines is the Permanent and Perpetual Sanitary Sewer Easement and a copy of the City of Des Moines City Council resolution approving the conveyance. The easement will need to be filed of record with the Polk County Recorder's Office and a copy of the recorded document returned to me.

Thank you for your assistance. Please feel free to contact me if you have any questions.

Regards,

A handwritten signature in black ink, appearing to read "David DeForest Colvig". The signature is fluid and cursive, written over a white background.

David DeForest Colvig
Real Estate Coordinator
City of Des Moines
400 Robert D. Ray Drive
Des Moines, IA 50309
515.283.4984
djcolvig@dmgov.org

RECEIVED

JUN 10 2016





Roll Call Number

16.0887

Agenda Item Number

51

Date May 23, 2016

**HOLD HEARING FOR CONVEYANCE OF A SANITARY SEWER EASEMENT
ACROSS CITY-OWNED PROPERTY LOCATED AT THE SOUTHEAST CORNER OF
63RD STREET AND GRAND AVENUE TO THE CITY OF WEST DES MOINES, IOWA,
FOR THE CITY OF WEST DES MOINES' GRAND AVENUE SIPHON REPLACEMENT
PROJECT FOR \$1.00**

WHEREAS, a permanent sanitary sewer easement and temporary construction easement has been requested by the City of West Des Moines, Iowa, across property owned by the City of Des Moines, Iowa, located at the southeast corner of Grand Avenue and 63rd Street, for the West Des Moines' Grand Avenue Siphon Replacement Project, which involves replacing an existing West Des Moines sanitary sewer; and

WHEREAS, the City of Des Moines ("City") needs to grant the requested easement in order for the City of West Des Moines to proceed with the above referenced project.

WHEREAS, the City has no current or anticipated public need for the easement interests proposed to be conveyed, and the City will not be inconvenienced by the conveyance of said permanent sanitary sewer easement and temporary construction easement; and

WHEREAS, on May 9, 2016, by Roll Call No. 16-0761, it was duly resolved by the City Council of the City of Des Moines, Iowa, that the proposed conveyance of said permanent sanitary sewer easement and temporary construction easement be set down for hearing on May 23, 2019, at 5:00 p.m., in the City Council Chambers; and

WHEREAS, due notice of said proposal to convey said permanent sanitary sewer easement and temporary construction easement was given as provided by law, setting forth the time and place for hearing on said proposal; and

WHEREAS, in accordance with City Council direction, those interested in the proposed conveyance, both for and against, have been given an opportunity to be heard with respect thereto and have presented their views to the City Council.

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

1. Upon due consideration of the facts and statements of interested persons, any and all objections to the proposed conveyance of the permanent sanitary sewer easement and temporary construction easement, as described below, are hereby overruled and the hearing is closed.
2. There is no public need or benefit for the easement interests proposed to be conveyed, and the public would not be inconvenienced by reason of the conveyance of the permanent sanitary sewer easement and temporary construction easement across property owned by the City of Des Moines,

X



Roll Call Number

16-0887

Agenda Item Number

57

Date May 23, 2016

Iowa, located at the southeast corner of Grand Avenue and 63rd Street, legally described as follows, to the City of West Des Moines, Iowa for \$1.00, and said conveyance be and is hereby approved:

A permanent sanitary sewer easement located in Outlot "X", Murrowdale Plat 3, an Official Plat, now included in and forming a part of the City of Des Moines, Polk County, Iowa. Said permanent easement being more particularly described as follows:

Beginning at the Northeast corner of Lot 6, Murrowdale Plat 2, an Official Plat, now included in and forming a part of the City of Des Moines, Iowa; thence North 89°57'59" West (all bearings referenced to Grid North Iowa State Plane Coordinate System South Zone), 45.00 feet along the North line of said Lot 6; thence North 121°19'48" West, 128.77 feet to the South line of an existing sanitary sewer easement as recorded in Book 2408 on Page 520 in the Polk County Recorder's Office; thence South 71°03'10" East, 24.74 feet along said South line; thence South 88°50'49" East, 29.67 feet along said South line; thence South 121°19'48" East, 94.11 feet to the West line of Tract A as recorded in Book 6506 on Page 13 in said County Recorder's Office; thence South 01°31'03" West, 25.26 feet along said West line of Tract A to the point of beginning. Containing 6,028 square feet, more or less.

AND

A temporary construction easement located in Outlot "X", Murrowdale Plat 3, an Official Plat, now included in and forming a part of the City of Des Moines, Polk County, Iowa. Said temporary easement being more particularly described as follows:

Beginning at the Northeast corner of Lot 6, Murrowdale Plat 2, an Official Plat, now included in and forming a part of the City of Des Moines, Iowa; thence North 89°57'59" West (all bearings referenced to Grid North Iowa State Plane Coordinate System South Zone), 90.00 feet along the North line of said Lot 6 to the Northwest corner thereof; thence North 113°0'32" East, 85.36 feet; thence North 71°03'10" West, 101.31 feet to the West line of said Outlot "X", said line also being the East right-of-way line of 63rd Street; thence North 0°01'22" West, 79.78 feet along said West line of Outlot "X" and said East right-of-way line of 63rd Street to the South right-of-way line of Grand Avenue; thence North 89°59'06" East, 174.02 feet along said South right-of-way to the West line of Tract A as recorded in a plat of survey in Book 6506 on Page 13 in the Polk County Recorder's Office; thence South 01°31'03" West, 196.48 feet along said West line of Tract A to the point of beginning, excluding an existing sanitary sewer easement as recorded in Book 2408 on Page 520 in said Polk County Recorder's Office and excluding perpetual easement exhibit PE-1. Containing 15,165 square feet, more or less.

★ Roll Call Number

16-0887

Agenda Item Number

51

Date May 23, 2016

3. The Mayor is authorized and directed to sign the Permanent Sanitary Sewer Easement, which contains the temporary construction easement, for the conveyance as identified above, and the City Clerk is authorized and directed to attest to the Mayor's signature.
4. The City Clerk is authorized and directed to forward the original of the Permanent Sanitary Sewer Easement, together with a certified copy of this resolution and of the affidavit of publication of the notice of this hearing, to the Real Estate Division of the Engineering Department for the purpose of causing the Permanent Sanitary Sewer Easement to be recorded.
5. The Real Estate Division Manager is authorized and directed to forward the original of the Permanent Sanitary Sewer Easement, together with a certified copy of this resolution and of the affidavit of publication of the notice of this hearing, to the Polk County Recorder's Office for the purpose of causing these documents to be recorded.
6. Upon receipt of the recorded documents back from the Polk County Recorder, the Real Estate Division Manager shall mail the original of the Permanent Sanitary Sewer Easement which contains the temporary construction easement to the grantees.
7. There are no proceeds associated with this transaction.

Moved by Hensley to adopt.

APPROVED AS TO FORM:

Lisa A. Wieland
Lisa A. Wieland, Assistant City Attorney

ron

COUNCIL ACTION	YEAS	NAYS	PASS	ABSENT
COWNIE	✓			
COLEMAN	✓			
GATTO	✓			
GRAY	✓			
HENSLEY	✓			
MOORE	✓			
WESTERGAARD	✓			
TOTAL	7			
MOTION CARRIED		APPROVED		
<u>T. M. Franklin Cownie</u> Mayor				

CERTIFICATE

I, DIANE RAUH, City Clerk of said City hereby certify that at a meeting of the City Council of said City of Des Moines, held on the above date, among other proceedings the above was adopted.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

Diane Rauh City Clerk

**PERMANENT AND PERPETUAL
SANITARY SEWER EASEMENT**

KNOW ALL MEN BY THESE PRESENTS:

1. Grant of Easement.

The undersigned, **City of Des Moines, Iowa**, a municipal corporation (hereinafter referred to as the "Grantor(s)", owner of property upon which this Easement is located), in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby sell, grant, and convey to the **City of West Des Moines, Iowa**, a municipal corporation (hereinafter referred to as "the City"), a Permanent and Perpetual Sanitary Sewer Easement (hereinafter referred to as the "Easement Area") upon, over, under, through, and across the real property legally described as:

See attached **Exhibit "PE-1"**.

2. Use and Purpose of Easement.

This Easement shall be granted for the purpose of the City constructing and permanently maintaining a sanitary sewer, allowing the City to enter at any time upon and into the Easement Area as shown on the attached **Exhibit "PE-1"**, and allowing the City to use as much of the surface and subsurface of said Easement Area to locate, construct, replace, rebuild, enlarge, reconstruct, add to, patrol, repair and maintain the sanitary sewer whenever necessary, subject to the following terms and conditions:

- a) The Grantor reserves and retains all other property rights in and to the Easement Area, including but not limited to the right to utilize the same to construct driveways, trails and sidewalks or to install underground utilities. No structure or building of any kind whatsoever shall be erected within the Easement Area without the express written consent of the City. The installation of driveways, trails, sidewalks or other objects installed or placed in the Easement Area shall be subject to removal and replacement at City's sole expense if necessary for City to access the Easement Area for its intended purpose now or in the future. The construction of any underground utilities shall not interfere with the use of the Easement Area by the City for its intended purpose.
- b) The City agrees to obtain at its sole cost and expense such permits, licenses or other authority which may be required from federal, state, county, municipal or other governmental agency or units exercising jurisdiction over the installation and operation of the facilities before using the Easement or exercising the rights herein provided, and further agrees to comply with and strictly observe any and all laws, rules, and regulations of any such governmental agency or unit.
- c) The City shall take reasonable steps to ensure that all work performed by the City in the Easement Area will be initiated and completed within a reasonable period of

time. Upon completion of work performed by the City, the Easement Area shall be restored to a condition similar to that which existed prior to the performance of work by the City, including but not limited to the replacement of trees and/or landscaping, driveways, trails, sidewalks or other objects placed in the Easement Area as set forth in paragraph 2(a), above. The City shall also be responsible for removal of all debris, spoils, equipment, etc. used by the City in connection with the work performed in the Easement Area. The City shall also be responsible for facilitating detours during the construction period, which shall require approval of all detour routes by the Grantor's Traffic Division.

- d) Nothing in this Permanent and Perpetual Sanitary Sewer Easement shall obligate the City to perform any work or engage in any repair or restoration of the Easement Area resulting from actions taken by other individuals or entities (i.e., utility companies) other than the City, its employees, its agents, its contractors, or assigns.

3. Grant of Temporary Construction Easement.

Further, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant and convey to the City a Temporary Construction Easement (hereinafter referred to as "Temporary Easement Area") upon, over, under, through and across the real property as shown and legally described on the attached **Exhibit "TE-1"** located in the City of Des Moines, Polk County, Iowa. This Temporary Construction Easement terminates the date the City Council of the City accepts the sanitary sewer improvements to be constructed by the City in these Temporary Easement Areas.

Use and Purpose of Temporary Construction Easement.

This Temporary Construction Easement shall be granted for the purpose of allowing the City, its agents, contractors and employees a right of entry in, upon and onto the above-described property for surveying, grading, storing materials and equipment, and providing access during the construction of the sanitary sewer and appurtenances thereto, for a period not to extend beyond the acceptance of the specified project. The City shall have the right to use said Temporary Easement Area, subject to the following terms and conditions:

- a) The City shall remove all materials and equipment from the above-described premises and restore the premises in accordance with the terms set forth in paragraph 2(c) herein prior to acceptance of the above-described project by the City.
- b) No structure or building of any kind whatsoever shall be erected within the Temporary Easement Area without the express written consent of the City.
- c) Nothing in this Temporary Construction Easement shall obligate the City to perform any work or engage in any repair or restoration of the Temporary Easement Area resulting from actions taken by other individuals or entities (i.e. utility companies) other than the City, its employees, its agents, its contractors, or assigns.

4. Hold Harmless.

City and City's successors and assigns shall indemnify, defend and hold harmless the Grantor from and against any and all liability, losses, and damages to property or bodily injury or death to any person, including payments made under workers' compensation laws, arising out of or in any way connected with the use of the Easement Area, Temporary Easement Area, or any part thereof, by City or any person claiming through or under City. The obligation of City and City's successors and assigns to indemnify, defend and hold harmless shall include the obligation to pay all reasonable expenses incurred by the Grantor in defending itself with regard to any of the aforementioned claims, including all out-of-pocket expenses such as reasonable attorney's fees and the reasonable value of any services rendered by the Legal Department of the City or any other officers or employees of the City.

5. Duration.

The terms and conditions of this Easement are binding upon the Grantor(s) including, but not limited to, future owners, assignees, developers, lessees, or occupants. All provisions of this instrument, including benefits and burdens, run with the land and are binding upon and inure to the heirs, assigns, successors, tenants, and personal representatives of the parties hereto.

6. Jurisdiction and Venue.

The City and the Grantor agree that the District Court in and for the State of Iowa shall have exclusive jurisdiction over the subject matter and enforcement of the terms and conditions of this Easement and said parties shall consent to the jurisdiction of Polk County, Iowa.

7. Words and Phrases.

Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine, or gender neutral, according to the context.

8. Parties.

The term "City" as used herein shall refer to the City of West Des Moines, Iowa, its elected officials, agents, employees, officers, and contractors. The term "Grantor" shall refer to **the City of Des Moines, Iowa**, assigns, successors-in-interest, or lessees, if any.

9. Integration.

This Agreement shall constitute the entire Agreement between the parties and no amendments or additions to this Agreement shall be binding unless in writing and signed by both parties.

10. 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.

11. Special Provisions.

In conjunction with the initial construction of the sanitary sewer and the granting of the Permanent and Perpetual Sanitary Sewer Easement and Temporary Construction Easement, the City hereby agrees as follows:

- a) The City shall establish and maintain a detour route for the existing trail along the east bank of Walnut Creek, and said trail detour shall be subject to the prior written review and approval of Grantor.
- b) The City shall restore the Grantor's existing parking lot located south of Grand Avenue using the same method or manner of construction as the original parking lot construction.
- c) The City shall remove the existing retaining wall and fence and shall replace said retaining wall and fence using materials of construction that match the existing retaining wall and fence.
- d) The City shall connect the existing north flowing 8-inch sanitary sewer serving the property at 6224 Grand Avenue to the City's new sewer.
- e) The City shall cause to be properly abandoned and left in place the existing 15-inch sanitary sewer west of the manhole located on the property at 6222 Grand Avenue, with said manhole being the manhole located west of the building occupying the property at 6222 Grand Avenue.
- f) The City shall agree to assign its interests in the existing 15-inch sanitary sewer, including accompanying easements, to the Grantor for that portion of said 15-inch sanitary sewer located east of the abandoned section referenced in paragraph 11(d) above.


Dated this 23rd day of May, 2016.

IN WITNESS WHEREOF WE have hereunto affixed our hands this 23rd day of May, 2016.

ATTEST

By: 
Diane Rauh, City Clerk

CITY OF DES MOINES, IOWA

By: 
T.M. Franklin Cownie, Mayor

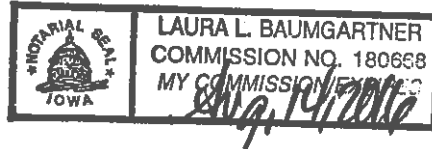
APPROVED AS TO FORM

Lisa A. Wieland
Lisa A. Wieland
Assistant City Attorney

STATE OF IOWA)
) ss:
COUNTY OF POLK)

On this 23rd day of May, 2016 before me, the undersigned, a Notary Public, personally appeared T. M. Franklin Cownie and Diane Rauh, to me personally known, who, being by me duly sworn, did state that they are the Mayor and City Clerk, respectively, of the City of Des Moines, Iowa; that the seal affixed to the foregoing instrument is the seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in the Resolution and Roll Call No. 16- 0887 adopted by the City Council on the 23rd day of May, 2016, and that T. M. Franklin Cownie and Diane Rauh acknowledged the execution of the instrument to be the voluntary act and deed of the municipal corporation, by it voluntarily executed.

Laura L. Baumgartner
Notary Public in the State of Iowa



CERTIFICATION BY CITY OF WEST DES MOINES, IOWA

I, Ryan T. Jacobson, City Clerk of the City of West Des Moines, Iowa, do hereby certify that acquisition of the within and foregoing Sanitary Sewer Easement was duly authorized and approved by the City Council of the City of West Des Moines by Roll Call No. _____, passed on the _____ day of _____, 20__, and that this certificate is made pursuant to the authority of said City Council.

Signed this _____ day of _____, 20__.

CITY OF WEST DES MOINES, IOWA

BY: Ryan T. Jacobson
Ryan T. Jacobson, City Clerk

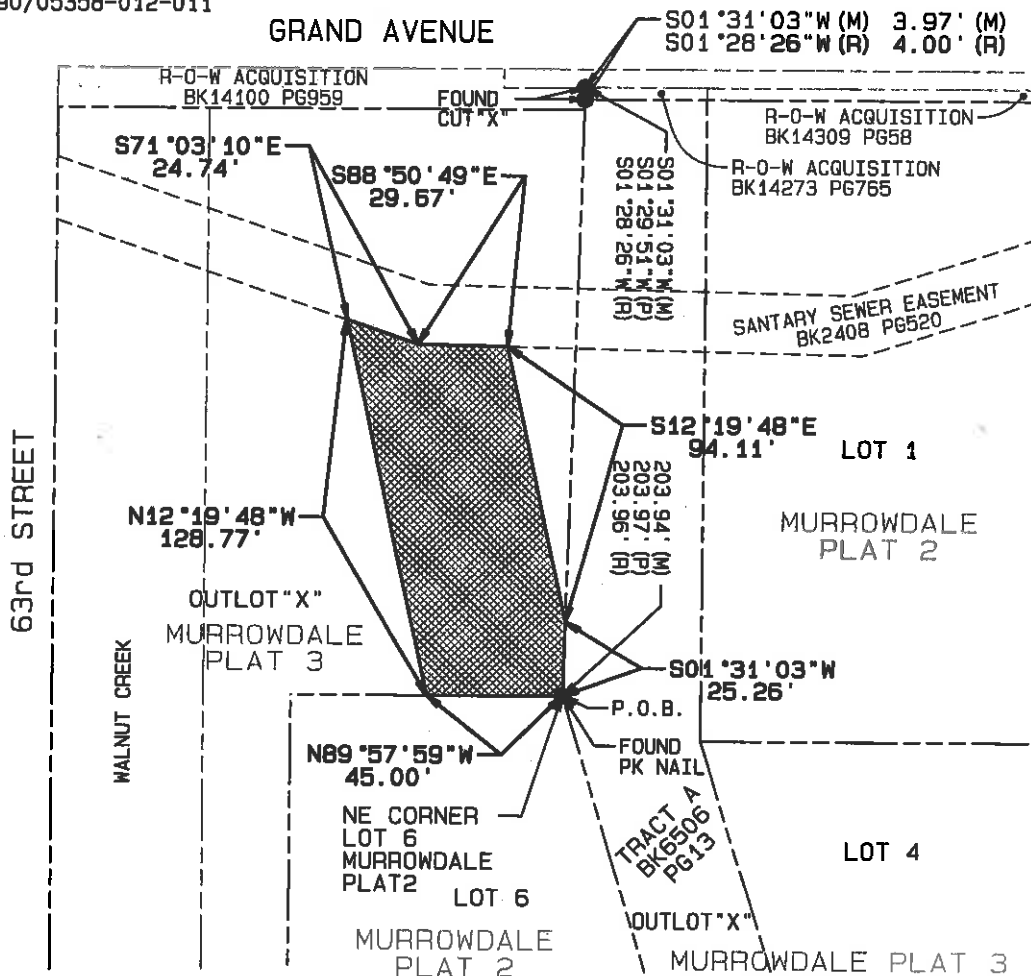
ACQUISITION PLAT

OWNER:
CITY OF DES MOINES
BOOK 11422 PAGE 43
PARCEL ID:
090/05358-012-011

FOR PERPETUAL SANITARY SEWER EASEMENT
FOR THE CITY OF WEST DES MOINES, IOWA

ADDRESS:
6200 BLOCK OF GRAND AVE
DES MOINES, IA 50312

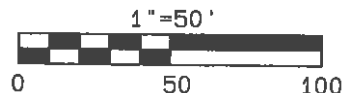
DRAWN TJP CHECKED BJM APPROVED HRV DATE 11-20-15



LEGEND

- FOUND MONUMENT AS NOTED
- (M) AS MEASURED DISTANCE OR BEARING
- (R) AS RECORDED DISTANCE OR BEARING
- (P) AS PLATTED DISTANCE OR BEARING
- PERPETUAL EASEMENT 6,028 SQUARE FEET

GRID NORTH
IOWA RTN
SOUTH ZONE



ETS 5-3-16

REV 1, 02-25-16: CHANGED ALIGNMENT
REV 2, 04-29-16: CORRECTED PER CITY COMMENTS

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

Signed Bobby J. Maddaleno Date PLS 5-2-16

Bobby J. Maddaleno, P.L.S.
Iowa License No. 19960
My license renewal date is December 31, 2017



Rev1/TJP

Rev2/TJP

Rev/By

VEENSTRA & KIMM, INC.
3000 NESTOWN PARKWAY
WEST DES MOINES, IOWA 50266-1320
515-225-8000

EXHIBIT

PE-1

SHEET 1 OF 2

ACQUISITION PLAT

OWNER:
CITY OF DES MOINES

FOR PERPETUAL SANITARY SEWER EASEMENT
FOR THE CITY OF WEST DES MOINES, IOWA

ADDRESS:
6200 BLOCK OF GRAND AVE
DES MOINES, IA 50312

BOOK 11422 PAGE 43

PARCEL ID:
090/05358-012-011

LEGAL DESCRIPTION

A perpetual sanitary sewer easement located in Outlot "X", Murrowdale Plat 3, an Official Plat, now included in and forming a part of the City of Des Moines, Polk County, Iowa. Said perpetual easement being more particularly described as follows:

Beginning at the Northeast corner of Lot 6, Murrowdale Plat 2, an Official Plat, now included in and forming a part of the City of Des Moines, Iowa; thence North 89°57'59" West (all bearings referenced to Grid North Iowa State Plane Coordinate System South Zone), 45.00 feet along the North line of said Lot 6; thence North 12°19'48" West, 128.77 feet to the South line of an existing sanitary sewer easement as recorded in Book 2408 on Page 520 in the Polk County Recorder's Office; thence South 71°03'10" East, 24.74 feet along said South line; thence South 88°50'49" East, 29.67 feet along said South line; thence South 12°19'48" East, 94.11 feet to the West line of Tract A as recorded in Book 6506 on Page 13 in said County Recorder's Office; thence South 01°31'03" West, 25.26 feet along said West line of Tract A to the point of beginning.

Containing 6,028 square feet, more or less.

102205
DRAWN TJP CHECKED BJM APPROVED HRV DATE 11-20-15

GRAND AVENUE SIPHON REPLACEMENT
PROJECT NO: 0510-048-2015

REV 1, 02-25-16: CHANGED ALIGNMENT

ETS 5-3-16

REV 2, 04-29-16: CORRECTED PER CITY COMMENTS

Rev1/TJP

Rev2/TJP

VEENSTRA & KIMM, INC.
3000 WESTOWN PARKWAY
WEST DES MOINES, IOWA 50266-1320
515-225-8000

EXHIBIT

PE-1

Rev/By

SHEET 2 OF 2

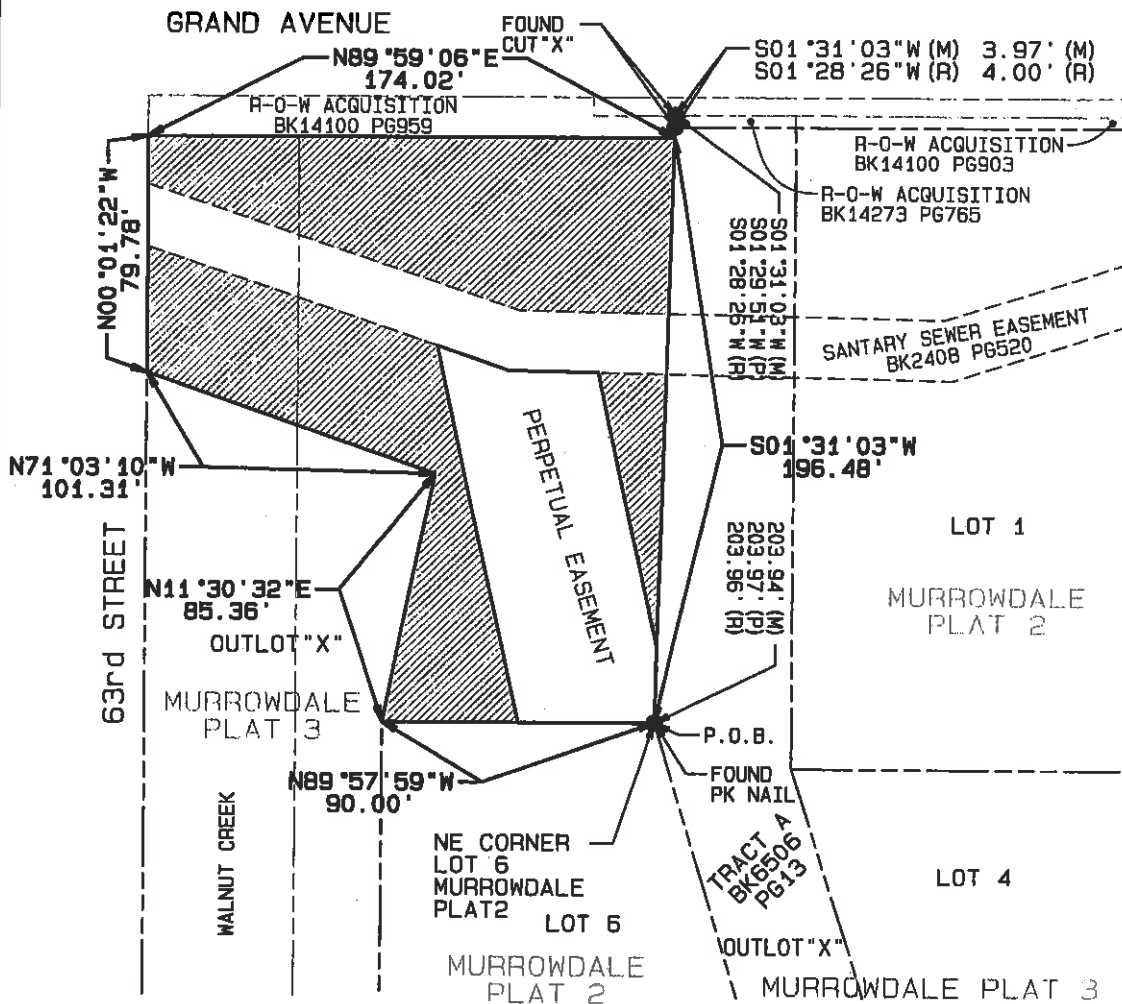
EASEMENT DRAWING

OWNER:
CITY OF DES MOINES
BOOK 11422 PAGE 43
PARCEL ID:
090/05358-012-011

FOR TEMPORARY CONSTRUCTION EASEMENT
FOR THE CITY OF WEST DES MOINES, IOWA

ADDRESS:
6200 BLOCK OF GRAND AVE
DES MOINES, IA 50312

DRAWN TJP CHECKED BJM APPROVED HRV DATE 11-20-15

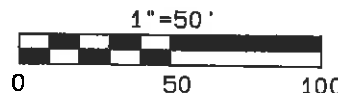


LEGEND

- FOUND MONUMENT AS NOTED
- (M) AS MEASURED DISTANCE OR BEARING
- (R) AS RECORDED DISTANCE OR BEARING
- (P) AS PLATTED DISTANCE OR BEARING
- TEMPORARY EASEMENT 16,165 SQUARE FEET



GRID NORTH
IOWA RTN
SOUTH ZONE



GRAND AVENUE SIPHON REPLACEMENT
PROJECT NO: 0510-048-2015
REV 1, 02-25-16; CHANGED ALIGNMENT

Rev1/TJP	VEENSTRA & KIMM, INC. 3000 WESTOWN PARKWAY WEST DES MOINES, IOWA 50266-1320 515-226-8000
	EXHIBIT TE-1
Rev/By	SHEET 1 OF 2

102205

EASEMENT DRAWING

OWNER:
CITY OF DES MOINES

FOR TEMPORARY CONSTRUCTION EASEMENT
FOR THE CITY OF WEST DES MOINES, IOWA

ADDRESS:
6200 BLOCK OF GRAND AVE
DES MOINES, IA 50312

BOOK 11422 PAGE 43

PARCEL ID:

090/05358-012-011

LEGAL DESCRIPTION

A temporary construction easement located in Outlot "X", Murrowdale Plat 3, an Official Plat, now included in and forming a part of the City of Des Moines, Polk County, Iowa. Said temporary easement being more particularly described as follows:

Beginning at the Northeast corner of Lot 6, Murrowdale Plat 2, an Official Plat, now included in and forming a part of the City of Des Moines, Iowa; thence North 89°57'59" West (all bearings referenced to Grid North Iowa State Plane Coordinate System South Zone), 90.00 feet along the North line of said Lot 6 to the Northwest corner thereof; thence North 11°30'32" East thence North 71°03'10" West, 101.31 feet to the West line of said Outlot "X", said line also being the East right-of-way line of 63rd Street; thence North 00°01'22" West, 79.78 feet along said West line of Outlot "X" and said East right-of-way line of 63rd Street to the South right-of-way line of Grand Avenue; thence North 89°59'06" East, 174.02 feet along said South right-of-way to the West line of Tract A as recorded in a plat of survey in Book 6506 on Page 13 in the Polk County Recorder's Office; thence South 01°31'03" West, 196.48 feet along said West line of Tract A to the point of beginning, excluding an existing sanitary sewer easement as recorded in Book 2408 on Page 520 in said Polk County Recorder's Office and excluding perpetual easement exhibit PE-1.

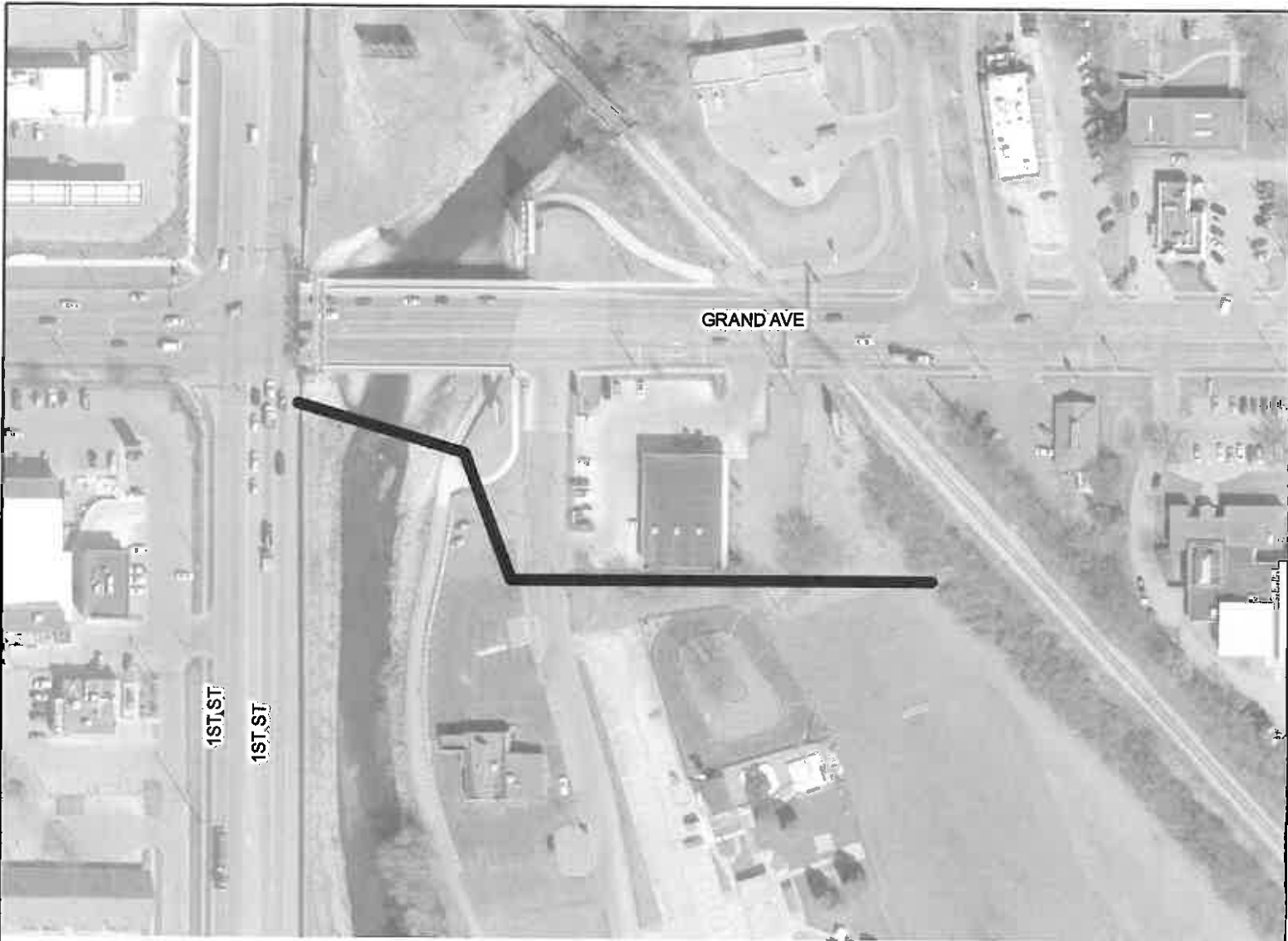
Containing 15,165 square feet, more or less.

DATE 11-20-15
APPROVED HRV
CHECKED BJM
DRAWN TJP

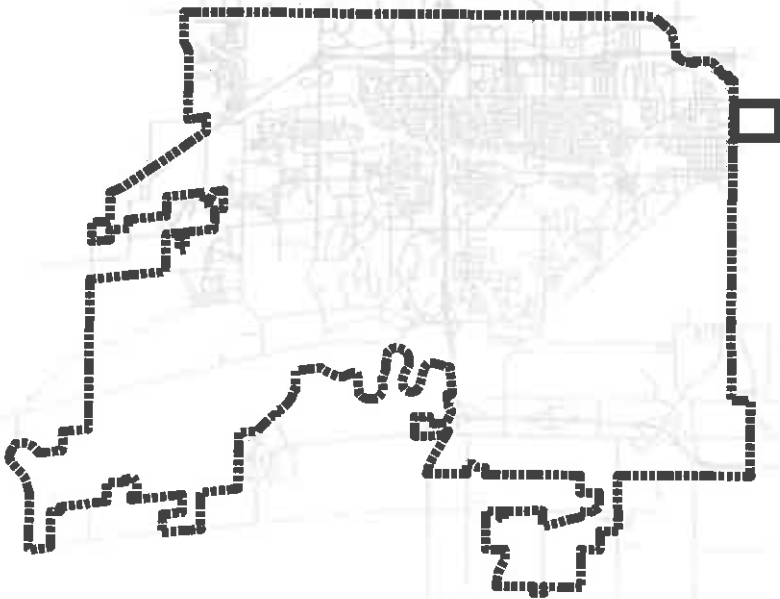
GRAND AVENUE SIPHON REPLACEMENT
PROJECT NO: 0510-048-2015
REV 1, 02-25-16: CHANGED ALIGNMENT

	Rev1/TJP	VEENSTRA & KIMM, INC. 3000 WESTOWN PARKWAY WEST DES MOINES, IOWA 50266-1320 515-225-8000
		EXHIBIT TE-1
	Rev/By	SHEET 2 OF 2

102205



VICINITY MAP



LEGEND

PROJECT LOCATION 



	PROJECT: Approval and Acceptance of Easement Grand Ave. Siphon Replacement			
	LOCATION: 1st Street & Grand Avenue			
DRAWN BY: JDR	DATE: 10/20/2016	PROJECT: 0510-048-2015	SHT. 1 of 1	

CITY OF WEST DES MOINES CITY COUNCIL MEETING COMMUNICATION

ITEM: Approval of State Economic Development Financial Incentives Assistance – The IMT Group **DATE:** October 31, 2016

Resolution - Approving the IEDA application, and authorizing the Mayor Pro Tem to sign the IEDA application

FINANCIAL IMPACT: The City anticipates using TIF revenues to finance an economic development grant of \$1,468,639. This will serve as the required local match for financial assistance provided by IEDA. This expenditure will be funded by future incremental property tax revenues generated by the improvements to this property. In addition, the IMT Group is looking for assistance in construction of public infrastructure associated with the project development, namely construction of Coachlight Drive, a north-south street, and the widening of Mills Civic Parkway adjacent to their site. The cost associated with these projects is unknown at this time. The IMT Group has agreed to a minimum assessment agreement as part of the development agreement which would be adequate to cover the cost of the street improvements.

BACKGROUND: The IMT Group (IMT), an insurance company, intends to undertake the construction of an approximately 85,000 square foot office building with an approximate value of \$27,772,500. This project site is within the Jordan Creek Urban Renewal Area. IMT is seeking financial assistance from the Iowa Economic Development Authority (IEDA). They intends to create 33 new jobs. Through IEDA’s High Quality Jobs Program, the company is seeking a sales tax rebate on construction materials, and an investment tax credit.

The IEDA program requires a local match. That requirement is met by offering a five (5) years sliding scale property tax rebate (first year = 75% rebate; second year = 60% rebate; third year = 45% rebate; fourth year = 30% rebate; fifth year = 15% rebate), which is a typical match for this IEDA program.

Presently, the project is within the Jordan Creek Urban Renewal Plan, however the Urban Renewal Area will be expiring May 30, 2020. Therefore, we will need to create a new urban renewal area to cover the project area in order for the plan to be in effect for the full time of the future development agreement.

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

RECOMMENDATION: That the City Council pass a resolution, authorizing the Mayor Pro Tem to sign the application and directing the City Manager or his designee to act as the City's authorized representative in the filing of the application.

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	<i>[Signature]</i>
Legal	<i>[Signature]</i>
Agenda Acceptance	<i>[Signature]</i>

PUBLICATION(S) (if applicable)

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

SUBCOMMITTEE REVIEW (if applicable)

Committee	Finance & Administration		
Date Reviewed	October 28, 2016		
Recommendation	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	

- Attachments:**
- Exhibit I – Economic Development Financial Assistance Application – Signature Page
 - Exhibit II – Resolution

SECTION H

Certification & Release of Information

1. Are there any judgments or court actions completed or pending against the applicant entity, or any current or prospective officer, principal, director, or owner? Yes No
2. Has any current or prospective officer, principal, director, or owner been accused or convicted of any wrongdoing or crime, other than a simple misdemeanor? Yes No
3. Have there been any current or past bankruptcies on the part of the applicant entity (or predecessor entities), or on the part of any current (or prospective) officer, principal, owner or in any business dealings of current (or prospective) officers, principals, or owners of the applicant entity? Yes No
4. In the last five years have there been, or are there currently any investigations of potential violations of public health, safety (including workplace safety) or environmental laws by the applicant entity, or any current or prospective officer, principal, director, or owner? Yes No
5. In the last five years have there been, or are there currently any violations of antitrust laws by the applicant entity, or any current or prospective officer, principal, director, or owner? Yes No
6. *If yes to any of the above, please provide additional explanation:*

I hereby give permission to the Iowa Economic Development Authority (IEDA) to research the Business' history, make credit checks, contact the Business' financial institutions, insurance carriers, and perform other related activities necessary for reasonable evaluation of this application. I also hereby authorize the Iowa Department of Revenue to provide to IEDA state tax information pertinent to the Business' state income tax, sales and use tax, and state tax credits claimed.

I understand that all information submitted to IEDA related to this application is subject to Iowa's Open Record Law (Iowa Code, Chapter 22), unless specifically marked as confidential section.

I understand that IEDA reserves the right to negotiate the financial assistance.

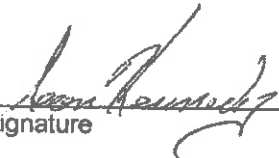
I understand this application is subject to final approval by IEDA and the Project may not be initiated until final approval is secured. Furthermore, I am aware that funds will not be disbursed until a contract has been executed and the appropriate terms have been met.

I understand that upon execution of the contract and prior to the issuance of a tax credit number or the disbursement of Award Funds, a recipient shall pay IEDA a one-time compliance cost fee in the amount of \$500. In addition, if tax benefits are greater than \$100,000, the Recipient shall remit to IEDA a compliance cost fee 0.5% of the value of the Tax Incentives claimed pursuant to the contract. The fee will be due and payable upon filing the Recipient's annual tax return for each tax year in which tax credits are claimed under the contract.

I hereby certify that all representations, warranties, or statements made or furnished to IEDA in connection with this application are true and correct in all material respect. I understand that it is a criminal violation under Iowa law to engage in deception and knowingly make, or cause to be made, directly or indirectly, a false statement in writing for the purpose of procuring economic development assistance from a state agency or subdivision.

For the Business:

For the Sponsor(s):


Signature _____ Date 10-24-16

Signature _____ Date _____

Sean Kennedy, President & CEO
Name and Title (typed or printed)

Name and Title (typed or printed)

IEDA will not provide assistance in situations where it is determined that any representation, warranty, or statement made in connection with this application is incorrect, false, misleading or erroneous in any material respect. If assistance has already been provided prior to discovery of the incorrect, false, or misleading representation, IEDA may initiate legal action to recover incentives and assistance awarded to the Business.

Prepared by: C.Evans, Community and Economic Development. P.O. Box 65320. West Des Moines, IA 50265-0320. 515-273-0770
When Recorded, Return to: City Clerk. City of West Des Moines and P.O. Box 65320. West Des Moines. IA 50265-0320

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA AUTHORIZING THE MAYOR PRO TEM TO SIGN THE APPLICATION AND THE CITY MANAGER TO ACT ON THE CITY'S BEHALF REGARDING THE ECONOMIC DEVELOPMENT FINANCIAL ASSISTANCE FOR THE IMT GROUP WITH THE IOWA ECONOMIC DEVELOPMENT AUTHORITY (IEDA) FOR ASSISTANCE UNDER THE HIGH QUALITY JOB PROGRAM (HQJP)

WHEREAS, The IMT Group (IMT), an insurance company, intends to undertake the construction of an approximately 85,000 square foot office building with an approximately value of \$27,772,500. IMT proposes to construct their new corporate offices on a parcel of land located on the north side of Mills Civic Parkway and just east of 81st Street;

WHEREAS, the City Council of the City of West Des Moines on October 31, 2016, directed staff to file a formal application with the IEDA for financial assistance in support of The IMT Group within West Des Moines, Iowa.

WHEREAS, the applicant has agreed to sign a development agreement, which will allow for a 5-year sliding scale property tax rebate on the construction improvements and require the creation of 33 jobs;

WHEREAS, the City is prepared to pay up to \$1,468,639 in the form of an economic development grant, based on a 5-year sliding scale of property tax rebate to meet the local match requirement for IEDA's High Quality Jobs Program;

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

SECTION 1. The City Council authorizes the Mayor Pro Tem to sign the formal application for financial assistance to assist The IMT Group.

SECTION 2. The City Council authorizes the City Manager to file the formal application with IEDA and sign all pertinent papers on behalf of the City as it relates to this application.

SECTION 3. The City is required to provide a local match, which is satisfied with the property tax rebate of up to \$1,468,639.

PASSED AND APPROVED on the 31st day of October, 2016.

James Sandager, Mayor Pro Tem

ATTEST:

Ryan T. Jacobson
City Clerk

CITY OF WEST DES MOINES CITY COUNCIL MEETING COMMUNICATION

ITEM: Acceptance of Workforce Housing Loan Program Loan Agreement for Phenix Elementary **DATE:** October 31, 2016

FINANCIAL IMPACT: With this loan agreement, the City of West Des Moines will be borrowing from the Iowa Finance Authority; \$625,000 loan at 1% for 20 years. The repayment of the loan will be passed on to Community Housing Initiatives. The City guarantees the loan and is ultimately responsible for the loan.

The City has already committed \$855,000 to the development of Phenix Elementary; \$535,000 for the purchase and \$320,000 to the rehabilitation of the building.

BACKGROUND: The City of West Des Moines submitted an application to Iowa Finance Authority for the Workforce Housing Loan Program March 25, 2016. The City was approved for the loan by the Iowa Finance Authority Board of Directors on September 7, 2016.

The City of West Des Moines has purchased Phenix Elementary. The City has received the Request for Release of Funds from Iowa Economic Development Authority. The City is ready to proceed with the next steps of the redevelopment of Phenix and the surrounding site; platting, zoning, removal of playground equipment, and the sale of property to Community Housing Initiatives, Inc.

The Workforce Housing Loan Program is a brand new funding source for affordable housing. Workforce housing units will not be age restricted and will be limited to tenant households earning 140 percent or less of the statewide median income. For a household of one that the maximum annual gross income is \$73,500 and a household of two is \$84,000.

The Workforce Housing Loan from the Iowa Finance Authority replaces the standard loan CHI would have received from the bank. The terms of that loan were \$625,000 at 5.5% for 15 years. The Workforce Housing Loan saves CHI money on interest and that money is put back into the Phenix project and provides for additional cash flow on the pro forma.

CHI proposes to develop Phenix Elementary School at 415 7th Street into 17 units. The application proposes 3 one-bedroom units, 12 two-bedroom units, and 2 three-bedroom units. It will be a mixed income development with 4 market rate apartments that have no income restrictions. The City will sell the property with the exception of five existing lots on 6th Street to CHI for \$1 and other valuable considerations. City staff will work with the City Council on the future disposition of those lots for development.

CHI has chosen not to take their typical 16% developer fee (\$764,800 in this case) in order for this project to cash flow and will be contributing \$300,000 in cash to the project. The total cost of this development is \$4,780,000.

Community Housing Initiative, Inc. (CHI) was created in 1993 by a Northwest Iowa Community Action Agency, Upper Des Moines Opportunity. CHI is a 501(c) (3) non-profit organization and has been designated a Community Housing Development Organization (CHDO) for the entire State of Iowa. CHI, Inc. has constructed or rehabilitated over 1,000 affordable housing units and has 153 additional units that they have constructed in West Des Moines including the recently completed Crestview Acres and Valley Station.

OUTSTANDING ISSUES (if any): The land is currently zoned Single-Family Valley Junction Residential. The Comprehensive Plan and Zoning will be changed as part of the Historic West Des Moines plan now underway.

RECOMMENDATION: Staff recommends City Council authorize the Mayor to sign the Workforce Housing Loan Program Loan Agreement

ATTACHMENTS:

- Exhibit I - Resolution – Accepting the Loan
- Exhibit II - Workforce Housing Loan Program Loan Agreement

Lead Staff Member: ^{CAG} Christine Gordon, Housing Planner

STAFF REVIEWS

Department Director	Clyde E. Evans	<i>CCE</i>
Appropriations/Finance	Tim Stiles	
Legal	<i>FJS</i>	
Agenda Acceptance	<i>RTF</i>	

PUBLICATION(S) (if applicable)

Published In	NA
Dates(s) Published	NA

SUBCOMMITTEE REVIEW (if applicable)

Committee	F&A		
Date Reviewed	March 9, 2016		
Recommendation	XX Yes	No	Split

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST DES MOINES,
ACCEPTING THE WORKFORCE HOUSING LOAN PROGRAM AND
AUTHORIZING THE MAYOR TO SIGN THE LOAN AGREEMENT WITH THE
IOWA FINANCE AUTHORITY

WHEREAS, Community Housing Initiatives, Inc. proposes the rehabilitation of Phenix Elementary at 415 7th Street into 17 units utilizing Iowa Finance Authority's Workforce Housing Loan Program as a financing mechanism;

WHEREAS, the City of West Des Moines filed a Workforce Housing Loan Program application to the Iowa Finance Authority on behalf of Community Housing Initiatives, Inc.;

WHEREAS, the City of West Des Moines supports Community Housing Initiatives, Inc.'s proposed development and is contributing \$855,000 toward the acquisition and development of the property;

WHEREAS, the City of West Des Moines was approved for a \$625,000 loan at 1% for 20 years from the Iowa Finance Authority through the Workforce Housing Loan Program;

WHEREAS, the City of West Des Moines accepts the loan and authorizes the Mayor to sign the Workforce Housing Loan Program Loan Agreement with the Iowa Finance Authority;

THEREFORE, BE IT RESOLVED that the Council of the City of West Des Moines, Iowa hereby authorizes the Mayor to sign the Workforce Housing Loan Program Loan Agreement.

PASSED AND ADOPTED on October 31, 2016

Steven K. Gaer
Mayor

ATTEST:

Ryan T. Jacobson
City Clerk

IOWA FINANCE AUTHORITY
WORKFORCE HOUSING
LOAN PROGRAM

LOAN AGREEMENT

between

IOWA FINANCE AUTHORITY

and

CITY OF WEST DES MOINES, IOWA

Dated as of _____, 2016

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This Table of Contents is not a part of this Loan Agreement and is only for convenience of reference.

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SECTION 1.04	Prepayments
SECTION 1.05	Time and Place of Payments
SECTION 1.06	Payment on Non-Business Days
SECTION 1.07	Use of Loan

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SECTION 2.02	Further Conditions Precedent to the Loan

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SECTION 3.02	Covenants of the Borrower
SECTION 3.03	Further Covenants of the Borrower

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SECTION 4.01	Events of Default
SECTION 4.02	Remedies of the Authority

ARTICLE V - MISCELLANEOUS

SECTION 5.01	Waivers, Consents
SECTION 5.02	Notices, Etc.
SECTION 5.03	No Waiver; Remedies
SECTION 5.04	Indemnity; Fees and Expenses
SECTION 5.05	Binding Effect; Governing Law
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LIST OF EXHIBITS

EXHIBIT A	Loan Data
EXHIBIT B	Promissory Note
EXHIBIT C	Addresses for Notices and Demands
EXHIBIT D	Payment Request Form
EXHIBIT E	Closing Certificate of Borrower
EXHIBIT F	Automated Clearinghouse (ACH) Transfer Authorization for Loan Proceeds Disbursement
EXHIBIT G	Automated Clearinghouse Transfer (ACH) Authorization for Loan Repayment

This LOAN AGREEMENT is dated as of the _____ day of _____, 2016, between the IOWA FINANCE AUTHORITY (the "Authority") and the CITY OF WEST DES MOINES, IOWA (the "Borrower").

WITNESSETH:

"WHEREAS, the Authority is a public instrumentality and agency of the State of Iowa authorized and empowered by the provisions of Chapter 16 of the Code of Iowa, as amended (the "Act"), to assist in the financing and development of decent, safe, and affordable housing; and

WHEREAS, the Workforce Housing Loan Program (the "Program") has been created by the Authority to provide a flexible program of financial assistance in the form of low-interest loans to provide workforce housing in needed areas; and

WHEREAS, the Borrower desires to borrow monies from the Authority in order to finance a portion of the costs of the Project described in Exhibit A attached hereto (the "Project"); and

WHEREAS, the Borrower has applied for and, pursuant to a Resolution adopted by the Board of the Authority on September 7, 2016, received approval from the Authority for funding of the Project through the Program.

NOW THEREFORE, in consideration of the mutual covenants hereinafter contained, the Borrower and the Authority hereby covenant and agree as follows:

ARTICLE I

AMOUNT AND TERMS OF THE LOAN

SECTION 1.01. The Loan.

The Authority agrees, upon the terms and conditions hereinafter set forth, to make a Loan to the Borrower under the Program in an amount not to exceed the Principal Amount shown in Exhibit A in order to finance a portion of the costs of the Project (the "Loan"). The obligation of the Borrower hereunder to repay the Loan shall be evidenced by a promissory note of the Borrower to the Authority, in the form attached as Exhibit B (the "Note"), which Note is by this reference incorporated herein as though set out in full. The Borrower's obligation to repay the Loan and interest thereon shall constitute a general obligation of the Borrower.

SECTION 1.02. Making the Loan.

Upon fulfillment of the applicable conditions set forth in Article II, the Authority will make the Loan available to the Borrower. Disbursements of loan proceeds may be made by the Authority to the Borrower, upon the receipt and approval by the Authority, in its sole discretion, of a written payment request from the Borrower, in the form set out in Exhibit D attached. Loan disbursements shall be made via Automated Clearinghouse Transfer (“ACH”), as authorized and described on Exhibit F, attached.

SECTION 1.03. Loan Repayment Installments.

(a) Until the principal of and interest on the Note shall have been fully paid the Borrower shall pay directly to the Authority, as a repayment installment of the Loan, a sum equal to the principal (whether at maturity or upon acceleration) and interest due on the Note, as provided in the Note.

(b) In the event the Borrower should fail to make any of the payments required hereunder, beyond any applicable notice and cure periods, the item or installment so in default shall continue as an obligation of the Borrower until the amount in default shall have been fully paid, and such amount shall bear interest at the Default Rate (as defined in the Note).

SECTION 1.04. Prepayments.

The outstanding principal of the Loan may be prepaid at any time without penalty. Any prepayment shall be applied against the installments due under the Note, and, unless otherwise provided for in the Note, in inverse order of principal maturity with no abatement or reduction in the amount of installments otherwise required to be paid under the Note.

SECTION 1.05. Time and Place of Payments.

Each payment under this Agreement and the Note shall be made not later than the day when due in immediately available funds consisting of lawful money of the United States of America to the Authority via ACH, as authorized and described on Exhibit G, attached.

SECTION 1.06. Payment on Non-Business Days.

Whenever any payment to be made hereunder or under the Note shall be stated to be due on a Saturday, Sunday or a public holiday or the equivalent for banks generally under the laws of the State of Iowa (any other day being a "Business Day"), such payment may be made on the next succeeding Business Day together with interest in

respect of such extension.

SECTION 1.07. Use of Loan.

Borrower shall use the Loan proceeds for the construction of the Project, as set forth in Exhibit A. If applicable, Borrower may establish repayment terms and collateral and security requirements for the loan(s) to be made by Borrower with the Loan proceeds to the developer(s) of the Project (“Subloans”), as Borrower determines to be appropriate.

ARTICLE II

CONDITIONS OF LENDING

SECTION 2.01. Conditions Precedent to the Loan.

The obligation and agreement of the Authority to make the Loan is subject to the following conditions precedent. The Authority shall have received on or before the date of the Loan the following, in form and substance satisfactory to the Authority:

- (a) The Note executed by the Borrower;
- (b) Evidence that the Borrower has complied with any and all Special Conditions set forth in Exhibit A required to be satisfied prior to Loan closing;
- (c) A legal opinion of counsel to the Borrower to the effect that: (i) the Borrower is duly created and validly existing as a body corporate and political subdivision of the State of Iowa with the corporate power to adopt and perform the resolution authorizing this Agreement and the Note; (ii) this Agreement and the Note have been duly authorized, executed and delivered by the Borrower and constitute valid and binding general obligations of Borrower, enforceable in accordance with their terms, subject to customary exceptions relating to bankruptcy and similar laws affecting creditors’ rights and the exercise of judicial discretion or general principles of equity; and
- (d) Such other certificates, opinions, documents, and instruments which the Authority may reasonably request.

SECTION 2.02. Further Conditions Precedent to the Loan.

The obligation of the Authority to make the Loan shall be subject to the further conditions precedent that on the date of the Loan the following statements shall be true

and the Authority shall have received a certificate signed by the Borrower, dated the date of the Loan, stating, among other things, that:

(a) The representations and warranties contained in Section 3.01 of this Agreement, the covenants contained in Section 3.02 of this Agreement, and all representations and certifications contained in the Application are correct on and as of the date of the Loan as though made on and as of such date; and

(b) No event has occurred and is continuing, or would result from the Loan, which constitutes an Event of Default but for the requirement that notice be given or time elapse, or both.

SECTION 2.03. Condition Subsequent to the Loan.

The parties hereby agree that if Borrower has not drawn at least ten percent of the Project's approved development budget within six (6) months of the date hereof the Authority may, in its sole discretion, terminate this Agreement upon written notice to Borrower.

ARTICLE III

REPRESENTATIONS, COVENANTS AND WARRANTIES

SECTION 3.01. Representations and Warranties of the Borrower.

The Borrower represents and warrants as follows:

(a) No authorization or approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required for the due execution, delivery and performance by the Borrower of this Agreement and the Note and other documents and agreements required to be delivered by the Borrower pursuant to this Agreement;

(b) This Agreement and the Note (which evidences the obligation of the Borrower hereunder) and other documents and agreements required by this Agreement when delivered hereunder are and will be legal, valid and binding obligations of the Borrower enforceable against the Borrower in accordance with their respective terms, subject to applicable bankruptcy, insolvency, fraudulent conveyance laws or other laws affecting the rights of creditors generally, and to general principles of equity;

(c) Neither the execution, delivery or performance of this Agreement or the Note, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement conflicts with or results in a

breach of any of the terms, conditions or provisions of any restriction in any organizational document or any agreement or instrument to which the Borrower is now a party or by which the Borrower is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of the Borrower under the terms of any instrument or agreement, other than as may be created or imposed to secure the Borrower's repayment of the Loan as provided in this Agreement;

(d) The obligation of the Borrower hereunder, as evidenced by the Note, when delivered hereunder is and will be a legal, valid and binding general obligation of the Borrower under Iowa law.

(e) There is no litigation or proceeding pending or, to the knowledge of the Borrower, threatened against the Borrower affecting in any manner whatsoever the right of the Borrower to execute this Agreement or the other agreements required to be executed by the Borrower under this Agreement, or the ability of the Borrower to make the payments required hereunder and under the Note or to otherwise comply with Borrower's obligations contained herein or therein;

(f) The Borrower agrees that the Authority shall have no responsibility nor incur any expense for maintenance or preservation of the Project or for the payment of any taxes, assessments or other governmental charges assessed or levied with respect to the Project;

(g) The certifications and representations of the Borrower and other information contained in the Application were true and correct as of the date made and are true and correct on the date hereof, except as information in the Application may have been amended with the written approval of the Authority;

(h) There has been no adverse change since the date of the Application in the financial condition, organization, operation, business prospects, fixed assets, or key personnel of the Borrower;

(i) No portion of the Loan proceeds shall be used for any political activity or to further the election or defeat of any candidate for public office;

(j) No payment of any bonus or commission has been made by the Borrower for the purpose of obtaining approval of the Application, or has or will be made for the purpose of obtaining approval of applications for additional assistance, or any other approval or concurrence of the Authority required under this Agreement; and

(k) No officer, member, or employee of the Authority and no members of its board, and no other public official of the governing body of the locality or localities in

which the Project is situated who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Project, has participated in any decisions relating to this Agreement which affect his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested or has any personal or financial interest, direct or indirect, in this Agreement or the proceeds of the Loan.

SECTION 3.02. Covenants of the Borrower

The Borrower hereby covenants that during the term of the Loan, it shall:

(a) Provide the Authority with its annual audited financial statements no more than 210 days after fiscal year end; and

(b) Inform the Authority of all changes in the Borrower's credit rating within ten (10) business days of the Borrower becoming aware of such change.

SECTION 3.03. Further Covenants of the Borrower.

The Borrower hereby covenants that:

(a) Until the later of (a) the date that is five years after the date of this Agreement or (b) Borrower's repayment in full of the Loan, the rental units of the Project shall be leased only to tenants whose gross annual household income at the commencement of the lease is at or below one hundred forty percent (140%) of the statewide median income as published annually by HUD;

(b) Borrower shall establish appropriate reporting and compliance measures to ensure compliance with this covenant. Borrower shall report to the Authority annually on July 1 of each year as to the Project, including the total number of units developed and the number of units that are leased to tenants whose gross annual household income at the commencement of the lease is at or below one hundred forty percent (140%) of the statewide median income as published annually by HUD; and

(c) Borrower shall not contract with any third-party owner, developer, or manager with respect to the Project unless such third-party owner, developer, or manager agrees in writing to be bound by the covenants of this section 3.03.

ARTICLE IV

EVENTS OF DEFAULT

SECTION 4.01. Events of Default.

Any of the following events shall constitute an "Event of Default" hereunder:

(a) Any representation or warranty made by the Borrower under or in connection with this Agreement shall prove to have been incorrect in any material respect when made; or

(b) The Borrower shall fail to pay any installment of principal of the Loan under this Agreement and the Note within thirty (30) days after it is due; or

(c) The Borrower shall fail to pay any installment of interest on the Loan under this Agreement and the Note within thirty (30) days after it is due; or

(d) The Borrower shall fail to perform or observe any other term, covenant, or agreement contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof shall have been given to the Borrower by the Authority, or such longer period of time specified in such written notice as the Authority reasonably determines necessary to correct such default; or

(e) The Borrower shall (i) apply for or consent to the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of all or a substantial part of the Borrower's property, (ii) admit in writing the Borrower's inability, or be generally unable, to pay the Borrower's debts as they become due, (iii) make a general assignment for the benefit of the Borrower's creditors, (iv) commence a voluntary case under the Federal Bankruptcy Laws (as now or hereafter in effect), (v) file a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up or composition or adjustment of debts, (vi) acquiesce in writing to, or fail to controvert in a timely or appropriate manner, any petition filed against the Borrower in an involuntary case under such bankruptcy laws, or (vii) take any action for the purpose of effecting any of the foregoing;

(f) A case or other proceeding shall be commenced, without the application or consent of the Borrower, in any court of competent jurisdiction, seeking the liquidation, reorganization, dissolution, winding up, or composition or readjustment of debts, of the Borrower, the appointment of a trustee, receiver, custodian, liquidator or the like of the Borrower or of all or any substantial part of its assets, or any similar action with respect to the Borrower under any laws relating to bankruptcy, insolvency, reorganization, winding up or composition or adjustment of debts, and such case or proceeding (other

than an involuntary case under the Federal Bankruptcy Laws) shall continue undismissed, or unstayed and in effect, for a period of sixty (60) days, or in an involuntary case under the Federal Bankruptcy Laws (as now or hereinafter in effect) an order for relief against the Borrower shall be entered.

(g) Borrower's credit rating is downgraded to below BBB- or Borrower's ratings are withdrawn; or

(h) Borrower defaults on an outstanding bond or other obligation.

SECTION 4.02. Remedies of the Authority.

If any Event of Default referred to above has occurred, the Authority or its agent may:

(a) By notice to the Borrower declare the Loan, all interest thereon and all other amounts payable under the Note and this Agreement to be forthwith due and payable, whereupon the Loan, all such interest and all such amounts shall become and be forthwith due and payable, without presentment, demand, protest or further notice of any kind, all of which are hereby expressly waived by the Borrower;

(b) Make no further Advances under this Agreement and the Note; and

(c) Take whatever action necessary to collect the payments and other amounts then due and thereafter to become due or to enforce performance and observance of any obligation, agreement or covenant of the Borrower under this Agreement.

No remedy herein conferred upon or reserved to the Authority is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Upon the occurrence of an Event of Default and at any time thereafter, the Authority or its agent may, at its option, exercise any and all of the rights and remedies available to it.

ARTICLE V

MISCELLANEOUS

SECTION 5.01. Waivers, Consents.

No waiver by the Authority of any default hereunder, nor consent to any departure by the Borrower from the provisions of this Agreement, shall in any event be effective unless the same shall be in writing and signed by the Authority and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for

which given, and shall not operate as a waiver or consent with respect to any other default or departure or the same default or departure on a future occasion.

SECTION 5.02. Notices, Etc.

All notices and other communications provided for hereunder shall be in writing and emailed, mailed or delivered to the persons and addresses set forth in Exhibit C hereto, or, as to each party, at such other address as shall be designated by such party in a written notice to the other parties. All such notices and communications shall, when emailed or mailed, be effective when emailed or deposited in the mail.

SECTION 5.03. No Waiver; Remedies.

No failure on the part of the Authority to exercise, and no delay in exercising, any right under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right under this Agreement preclude any other or further exercise thereof or the exercise of any other right. The remedies provided in this Agreement are cumulative and not exclusive of any remedies provided at equity or by law.

SECTION 5.04. Indemnity, Fees and Expenses.

(a) The Borrower will indemnify and save harmless the Authority and its officers and employees from and against any and all losses, by it or them while it or they are acting in good faith to carry out the transactions contemplated by this Agreement or to safeguard its or their interests or ascertain, determine or carry out its or their obligations under this Agreement, or any law or contract applicable to said transaction.

(b) The Borrower will upon demand pay to the Authority the amount of any and all reasonable expenses, including the reasonable fees and expenses of the Authority's attorneys and of any experts and agents, which the Authority may incur in connection with (i) the exercise or enforcement of any of the rights of the Authority hereunder or under the Note, (ii) the failure by the Borrower to perform or observe any of the provisions hereof, (iii) the collection of payments due under this Agreement and the Note, and (iv) any other reasonable expenses of the Authority related to the Project or this financing (including reasonable attorneys' fees) which are not otherwise expressly required to be paid by the Borrower under the terms of this Agreement.

(c) The Borrower agrees to pay all appraisal fees, survey fees, recording fees, license and permit fees, insurance premiums, taxes, charges, and assessments in connection with the Project.

It is the intention of the parties that the Authority shall not incur pecuniary liability by reason of (i) the terms of this Agreement, (ii) the undertakings required of the

Authority hereunder, (iii) the performance of any act required of it by this Agreement or (iv) the performance of any act requested of it by the Borrower. Accordingly, if the Authority (including any person at any time employed by or serving as an officer or a member of the Authority, such persons hereinafter included in all references to the Authority in this Section) should incur any such pecuniary liability, then in such event the Borrower shall indemnify and hold harmless the Authority against all claims by or on behalf of any person, firm or corporation, arising out of the same, and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon. The Borrower releases the Authority from, agrees that the Authority shall not be liable for, and agrees to indemnify and hold the Authority harmless from, (i) any liability for any loss or damage to property or any injury to, or death of, any person that may be occasioned by any cause whatsoever pertaining to the Project, or (ii) any liabilities, losses or damages, or claims therefore, arising out of the failure, or claimed failure of the Borrower to comply with its covenants contained in this Agreement, including, in each such case, any attorneys' fees. The Borrower agrees to indemnify and hold the Authority harmless to the fullest extent permitted by law from any losses, costs, charges, expenses (including attorneys' fees), judgments and liabilities incurred by it or them, as the case may be, in connection with any action, suit or proceeding instituted or threatened in connection with the transaction contemplated by this Agreement. The obligation of the Borrower under this Section shall survive the termination of this Agreement.

SECTION 5.05. Binding Effect; Governing Law; Venue.

This Agreement shall be binding upon and inure to the benefit of the Borrower and the Authority and their respective successors and assigns, except that the Borrower shall not have the right to assign its rights hereunder or any interest herein without the prior written consent of the Authority. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Iowa. Any action arising out of, or related to, this Agreement shall be filed and maintained in the Iowa District Court for Polk County.

SECTION 5.06. Assignments.

This Agreement may not be assigned by the Borrower without the prior written consent of the Authority.

SECTION 5.07. Counterparts.

This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, and such counterparts shall together constitute one and the same instrument.

SECTION 5.08. Severability.

If any provision of this Agreement shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative, or unenforceable to any extent whatever.

SECTION 5.09. Amendments, Changes and Modifications.

This Agreement may not be effectively amended, changed, modified, altered or terminated without the written consent of the authorized representatives of the parties hereto. The Executive Director of the Authority, or his designee, is the authorized representative of the Authority. The Authorized Representative of the Borrower is as specified in Exhibit A.

SECTION 5.10. Term of the Agreement.

This Agreement shall be in full force and effect from the date hereof and shall continue in effect so long as the Note is outstanding and unpaid.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

CITY OF WEST DES MOINES IOWA

By: _____
Name: Steven K. Gaer
Title: Mayor

Attest:

By: _____
Name:
Title:

(SEAL)

IOWA FINANCE AUTHORITY

By.

Name:

Title:

EXHIBIT A
LOAN DATA

Project Number and Name: Loan No. WF-16-003;

Name of Borrower: City of West Des Moines, Iowa

Date of Authority's Approval of Application: September 7, 2016

Date of Loan Agreement: _____, 2016

Interest Rate: 1.00%

Loan Term: expiring June 1, 2036

Principal Amount of Note and Loan: \$625,000

Authorized Representative of Borrower: Steven K. Gaer

Description of Project:

Adaptive reuse of the Phenix School into 17 apartments, including 13 workforce housing rental units.

EXHIBIT B

Loan No. WF-16-003

Dated: _____, 2016

Fixed Interest Rate: 1.00%

Maturity Date: June 1,, 2036

Principal Amount: \$625,000

PROMISSORY NOTE

FOR VALUE RECEIVED the undersigned, City of West Des Moines, Iowa, whose address is 4200 Mills Civic Parkway, West Des Moines, Iowa, 50265 (the "Borrower") unconditionally promises to pay to the order of the Iowa Finance Authority (the "Authority"), or its assigns, at its principal place of business, located at 2015 Grand Avenue, Des Moines, Iowa 50312, or at such other place as may be designated in writing from time to time by the holder of this Note, the principal sum of six hundred twenty-five thousand dollars (\$625,000), or so much thereof as has been advanced to the Borrower, together with interest to maturity at the rate of one percent (1%) per annum on the balance remaining from time to time unpaid; and, after either maturity or default, and beyond any applicable notice and cure periods set forth herein or in the Loan Agreement (described below) at the rate of ten percent (10%) per annum (the "Default Rate"); said principal and interest to be paid as follows:

Semi-annual payments of interest only on amounts outstanding under this Note, such interest payments due on June 1, 2017, and continuing on the first day of the months of June and December thereafter until such time as the last advance has been drawn down by the Borrower under this Note, (but in no event later than ____ 1, 20__); and then

Equal semi-annual installments of principal and interest, based on a twenty (20) year amortization, beginning the first day of the next succeeding June or December (as the case may be) after such final draw, and continuing on the first day of each succeeding June and December thereafter, with one final payment including all remaining principal and interest due June 1, 2036, each such payment to be applied first in payment of interest due on the unpaid principal and the remainder in reduction of the principal.

Interest on this Note shall be calculated on the basis of a 360-day year with twelve 30-day months.

This Promissory Note is the Note referred to in, and is entitled to the benefits and subject to the provisions of, and is evidence of the obligation of the Borrower to make payments under the Loan Agreement dated _____, 2016 (the "Loan Agreement"), between the Borrower and the Authority. The Loan Agreement, among other things, contains provisions for acceleration of the maturity hereof upon the happening of certain stated Events of Default and also for prepayments on account of principal hereof prior to the maturity hereof upon the terms and conditions therein specified.

The Borrower shall have the right to prepay the debt evidenced by this Note without penalty and without the prior written approval of IFA.

If default be made in the payment of any sums due under this Note or (ii) Borrower is dissolved or there is a transfer of any ownership interest in the Borrower without first obtaining the written consent of the holder, then holder may, at its option, without further notice or demand, except as may otherwise be specifically provided for in the Loan Agreement or by the Laws of the State of Iowa, declare the unpaid principal and accrued interest on this Note at once due and payable, foreclose all liens securing payment of this Note, pursue any and all other rights, remedies, and recourses available to holder under this Note, the Loan Agreement or pursue any combination of the foregoing, all such remedies under this Note and under the Loan Agreement being cumulative. Holder shall have the right, if holder so elects, to rescind any acceleration in payment of this Note for default, in which event this Note shall be construed, interpreted and enforced in the same manner as if holder had never elected to declare the unpaid principal balance and accrued interest of this Note at once due and payable.

The Borrower shall pay all costs of collection and the expense(s) of holder for having to invoke such remedial action(s) as may be necessary to enforce the terms of this Note, including a reasonable attorney's fee, whether or not any action shall be instituted to collect or enforce this Note. **Time is of the essence of this Note.**

Failure to exercise any of the foregoing options upon the happening of one or more of the events of default provided in this Note or in the Loan Agreement shall not constitute a waiver of the right to exercise the same or any other option at any subsequent time in respect to the same or any other event, and no single or partial exercise of any right or remedy shall preclude other or further exercise of the same or any other right or

remedy. The holder of this Note shall have no duty to exercise any or all of the rights and remedies provided for, or contemplated in, this Note. The acceptance by holder of any payment under this Note that is less than payment in full of all amounts due and payable at the time of such payment shall not constitute a waiver of the right to exercise any of the foregoing options at that time or at any subsequent time, or nullify any prior exercise of any such option without the express written consent of the holder.

Borrower and any endorsers or guarantors of this Note, severally waive presentment and demand for payment, notice of intent to accelerate maturity, notice of acceleration of maturity, protest or notice of protest, and non-payment, bringing to suit and diligence in taking any action to collect any sums owing under this Note or in proceeding against any of the right and properties securing payment of this Note, and consent to any and all renewals, extensions or modifications which might be made by the holder hereof as to the time of payment of this Note from time to time, and further agree that the security for this Note or any portion hereof may from time to time be modified or released in whole or in part without affecting the liability of any party liable for the payment of this Note.

This Note is to be construed according to the laws of the State of Iowa.

Should any provision or term hereof be or become in violation of any law, rule or regulation, whether local, state or federal, such provision shall be deemed automatically amended to conform, to the extent possible without total waiver of such provision, to such law, and all other provisions hereof shall remain in full force and effect. As used herein, the terms Borrower and Authority shall be deemed to include their respective grantees, heirs, legal representative, successors and assigns, whether voluntary by action of the parties or involuntary by operation of law, and the term holder shall be deemed to include the Authority as well as any future holder or holders of this Note.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT.

Signed as of the _____ day of _____, 2016, pursuant to due authority.

CITY OF WEST DES MOINES, IOWA

By: _____
Name: Steven K. Gaer
Title: Mayor

ATTEST:

By: _____
Name:
Title:

EXHIBIT C

ADDRESSES FOR NOTICES AND DEMANDS

Authority: Iowa Finance Authority
Attn.: Workforce Housing Loan Program
2015 Grand Avenue
Des Moines, Iowa 50312
WHLP@iowa.gov

Borrower: City of West Des Moines
4200 Mills Civic Parkway
West Des Moines, IA 50265
515-273-0770
clyde.evans@wdm.iowa.gov

EXHIBIT D

PAYMENT REQUEST FORM

Borrower Name: City of West Des Moines

Attn: Workforce Housing Loan Program

For Property Address: _____

Pursuant to, and in accordance with, the provisions of the Loan Agreement dated _____, 2016 (the "Agreement"), between the Iowa Finance Authority (the "Authority"), and City of West Des Moines, Iowa (the "Borrower"), the Authority is hereby requested to pay to the Borrower the sum of \$ _____ which amount is to be used as set forth in Exhibit A hereto.

IT IS HEREBY CERTIFIED THAT:

(a) None of the items for which disbursement is requested has formed the basis for any disbursement heretofore made under the Agreement;

(b) The obligation with respect to which this disbursement is being requested has been properly incurred in accordance with the Agreement with respect to the Project (as defined in the Agreement) and is a proper charge under the Agreement;

(c) The Borrower has no notice of, and is not otherwise aware of, any mechanics', materialmen's, laborers', suppliers', vendors' or other liens or rights in respect thereof which should, in accordance with the Agreement, be satisfied or discharged before this disbursement is made;

(d) This disbursement does not include any amount which the Borrower is entitled to retain pursuant to any contract or agreement providing for the retention by the Borrower of a portion of the price paid thereunder;

(e) No Event of Default is continuing under the Agreement; and

(f) Attached hereto are, as applicable, copies of invoices, lien waivers, and other necessary documents in connection with this Payment Request Form,

**AUTHORIZED BORROWER
REPRESENTATIVE**

Date: _____

EXHIBIT E

CLOSING CERTIFICATE OF BORROWER

The undersigned, City of West Des Moines, Iowa (the "Borrower"), in connection with a loan to the Borrower in the amount of \$ _____ (the "Loan") by the Iowa Finance Authority (the "Authority") under the Authority's _ Workforce Housing Loan Program (the "Program") hereby certifies as follows:

1. All defined terms used herein shall have the respective meanings contained in the Loan Agreement dated as of _____, 2016 (the "Loan Agreement"), between the Borrower and the Authority pursuant to which the Loan to the Borrower is to be made.

2. The Borrower is duly organized, legally existing and in good standing under the laws of the State of Iowa; is duly licensed or qualified in the State of Iowa and in all other states and jurisdictions wherein the nature of the business transacted by the Borrower or the nature of the property owned or leased by it makes such licensing or qualification necessary; and has full right, power and authority to conduct the business in which it is now engaged and to enter into the Loan Agreement, the Loan made pursuant thereto, and to execute such other documents and take such other action necessary for the consummation of the transactions contemplated thereby.

3. All of the proceeds of the Loan will be used for the purpose of financing a portion of the costs of the Project as set forth in Exhibit A to the Loan Agreement.

4. The execution and delivery by the Borrower of the Loan Agreement and the Borrower's Promissory Note described therein (the "Note" and, together with the Loan Agreement, the "Loan Documents") will not result in any breach of any of the terms, conditions, or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge or encumbrance upon any property or assets of the Borrower pursuant to any indenture, loan agreement, or other instrument to which the Borrower is a party or by which the Borrower may be bound, nor will such action result in any violation of the provisions of the partnership agreement of the Borrower.

5. The Borrower is not in default in the payment of the principal of or interest on any of its indebtedness for borrowed money, and to the best knowledge of the undersigned, is not in default under any instrument or agreement under and subject to which any indebtedness for borrowed money has been issued, and, to the best knowledge of the undersigned, no event has occurred and is continuing under the provisions of any such instrument or agreement which with the lapse of time or the giving of notice, or both, would constitute an event of default thereunder.

6. All financial statements of the Borrower heretofore presented to the Authority, if any, are correct and complete and fairly present the financial condition of the Borrower as of the dates indicated and the results of the operations of the Borrower for the periods specified. There has been no material change in the condition of the Borrower, financial or otherwise, from that set forth in the aforesaid financial statements since the dates thereof.

7. There are no actions, suits or proceedings pending or to the knowledge of the Borrower threatened against or affecting the Borrower at law or in equity or before any federal, state or local governmental authority or agency challenging the validity of any of the Loan Documents, seeking to enjoin the performance of the obligations of the Borrower thereunder or challenging the acquisition, construction, improving and equipping or operation of the Project, or which, if adversely determined, would result in any material adverse change in the business, properties or assets or in the condition, financial or otherwise, of the Borrower that have not been disclosed to the Authority.

8. No event has occurred and is continuing, or would result from the transaction contemplated by the Loan Documents, which constitutes an Event of Default under the Loan Agreement or which would constitute such an Event of Default but for the requirement that notice be given or time elapse or both.

9. The representations, certifications and warranties on the part of the Borrower appearing on the Application were correct on the date of the Application's submission to the Authority and the description of the Project set forth in the Application, the Loan Agreement and exhibits to the Loan Agreement, including the listing of all components and equipment which comprise the Project and their costs and purposes, and the representations, certifications, warranties and covenants on the part of the Borrower contained in the Loan Agreement are correct on and as of the date hereof as though made on this date,

10. The Borrower has satisfied all conditions precedent to the Loan as set forth in Section 2.01 of the Loan Agreement.

11. The undersigned, on behalf of the Borrower, have examined executed counterparts of the Loan Agreement and all other Loan Documents, and the Borrower agrees to pay all sums owing under the Note and the Loan Agreement in accordance with the provisions of the Note and the Loan Agreement.

12. The Mayor and City Clerk of the City of West Des Moines, whose signatures appear below have on the date or dates of the execution of the Loan Documents, and are on the date hereof, the duly qualified Mayor and City Clerk of the City of West Des Moines, and the signatures appearing below and on the Loan Documents are the genuine signature of such Mayor and City Clerk.

The Mayor and City Clerk of the City of West Des Moines, whose signatures appear below have heretofore been empowered to act on behalf of the Borrower in the execution of the Loan Agreement and the Note or to execute any other instrument or take any other action necessary for the consummation of the transaction contemplated in the Loan Agreement.

IN WITNESS WHEREOF, the undersigned has hereunto affixed his official signature this _____ day of _____, 2016.

(Seal, if any)

CITY OF WEST DES MOINES, IOWA

By: _____
Name: Steven K. Gaer
Title: Mayor

Attest:

By: _____
Name:
Title:

EXHIBIT F

**Iowa Finance Authority
Automated Clearinghouse (ACH) Transfer
Authorization for Loan Proceeds Disbursement**

It is understood that each loan disbursement credit will be made only upon receipt of the necessary disbursement request form and corresponding invoices.

To begin receiving your payments via EFT, please complete and return this form:

Borrower Name: _____

Borrower Address: _____

City: _____ State: _____ Zip: _____

Federal Identification Number: _____

Remittance Contact Name: _____

Remittance Contact's E-Mail address: _____

Phone number: _____ Fax number: _____

Bank Name: _____

Bank Address: _____

City: _____ State: _____ Zip: _____

Bank Routing Number (ABA#): _____

Account Number : _____ *Up to 17 digits only*

Checking Savings *Check Account Type*

Authorization

I hereby authorize the Iowa Finance Authority (IFA) to credit the bank account listed above for disbursement of loan proceeds pursuant to that certain Workforce Housing Loan Program Loan Agreement dated _____.

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____

Please return this form to:
Iowa Finance Authority
Attn: Workforce Housing Loan Program
2015 Grand Avenue
Des Moines, IA 50312
800-432-7230

Exhibit G

**Iowa Finance Authority
Workforce Housing Loan Program
Automated Clearinghouse (ACH) Transfer Authorization
for Loan Repayment**

Borrower name: _____

I hereby authorize and direct the Iowa Finance Authority (IFA) to debit the bank account designated below monthly to collect principal and interest amounts due as required by that certain Workforce Housing Loan Program Loan Agreement and Promissory Note dated _____. **There is no charge for an ACH transfer.**

Borrower's Bank Name: _____

Address: _____

City: _____ **State:** _____ **Zip Code:** _____

Bank Account Number: _____ **Checking Savings (Circle one)**

Local Bank Routing Number (ABA#) _____

Account Name: _____

Authorization

Borrower name: _____ **Loan Number:** _____

Federal Identification Number: _____

Address: _____ **Email Address** _____

City: _____ **State:** _____ **Zip Code:** _____

Phone: _____ **FAX:** _____

Authorized Signatory's Name: _____

Signature: _____ **Date:** _____

Title: _____

This authorization shall remain in full force and effect until Iowa Finance Authority has received written notice of its termination or modification.

Please return this form to:

Iowa Finance Authority
Attention: Workforce Housing Loan Program
2015 Grand Avenue
Des Moines, IA 50312
800-432-7230

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

DATE: October 31, 2016

ITEM: Resolution - Approval and Acceptance of a Purchase Agreement and Easements for the Grand Avenue Siphon Replacement Project, Project Number 0510-048-2015

FINANCIAL IMPACT: \$6,655.00 (previously budgeted)

BACKGROUND: Property interests necessary for the Grand Avenue Siphon Replacement Project have been acquired through a negotiated Purchase Agreement at the appraised fair market value from the owner shown on Exhibit "A". The attached resolution approves the Purchase Agreement and, for policy and title purposes, formally accepts the easements and authorizes the filing of all relevant documents. Costs associated with acquisition of the easements will be paid from Account No. 640.000.000.5550.735, Project No. 0510 048 2015.ROW.

OUTSTANDING ISSUES (if any): None

RECOMMENDATION:

Adopt Resolution approving and accepting the Purchase Agreement and Easements for the Grand Avenue Siphon Replacement Project.

Lead Staff Member: Duane Wittstock, Engineer

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

RESOLUTION NO. _____

**AUTHORIZING APPROVAL AND ACCEPTANCE OF PURCHASE AGREEMENT AND
EASEMENTS FOR THE CONSTRUCTION OF THE GRAND AVENUE SIPHON
REPLACEMENT PROJECT, PROJECT NUMBER 0510-048-2015**

WHEREAS, on December 14, 2015, the City Council approved the acquisition of property, for the project; and

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

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

WHEREAS, documents conveying property interests for easements necessary to complete the project have been presented to the City for approval; and

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

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

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

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

PASSED AND ADOPTED this 31st day of October, 2016.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson
City Clerk

Exhibit "A"

**GRAND AVENUE SIPHON REPLACEMENT
WDM PROJECT NO. 0510-048-2015**

<u>PARCEL #</u>	<u>PROPERTY OWNER</u>	<u>ACQUIRED PRICE-FMV</u>
3	Daniel and Elizabeth Clark and Michael and Mary Sprecher 6214 Grand Avenue	\$6,655.00
	TOTAL	\$6,655.00

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

Date: October 31, 2016

ITEM: Browns Woods Estates – West of Veterans Parkway and South of Browns Woods Drive – Rezone property from Residential Estate (RE-1A) and Residential Medium Density (RM-8) to Single Family Residential (RS-20) and Single Family Residential (R-1) – Venture Homes LLC – ZC-003167-2016/CPA-003244-2016 (deferred from October 17, 2016)

ORDINANCE: Approval of First Reading of Ordinance to Change Zoning from RE-1A and RM-8 to R-1
ORDINANCE: Approval of First Reading of Ordinance to Change Zoning from RE-1A and RM-8 to RS-20

RESOLUTION: Approval of Comprehensive Plan Amendment

FINANCIAL IMPACT: Undetermined.

BACKGROUND: Venture Homes LLC is seeking approval to change the zoning of property that lies about 500 feet south of Browns Woods Drive on the west side of Veterans Parkway. The proposed change would include the property zoned Residential Estate (RE-1A) and Residential Medium Density (RM-8) being changed to Residential Single Family RS-20 and Single Family Residential R-1 zoning (see Exhibit I – Location Map).

OUTSTANDING ISSUES: There are no outstanding issues with the Plan & Zoning Commission recommendation; staff, the developer, and the Commission agree to the conditions of the recommendation. However, staff acknowledges that the adjacent property owners do not agree with the recommendation as they have expressed the desire to have the property remain zoned RE-1A at least adjacent to their property.

At the previous City Council meeting, action on the Rezoning Request was deferred for two weeks to allow additional time to discuss the matter. At the recommendation of the City Council, a neighborhood and developer meeting was held on October 26th. City Council members Trevillyan and Trimble were in attendance. Discussed at the meeting was an alternate zoning proposal for RS-30 (30,000sf minimum lots) in lieu of the currently proposed RS-20 (minimum 20,000sf lots) along the north and west portion of the property which borders the existing RE-1A zoned parcels. The proposal keeps the same 200' minimum lot depth requirement, an 80' rear yard setback for the primary structure, a 50' rear yard setback for detached accessory structures, and a maximum size limitation of 1,000sf for all detached accessory structures within a parcel, but removes any requirements for architectural standards. The developer indicated that they are in agreement with the proposal. 18 residents were in attendance. Other than Mr. Paulsen, owner of property immediately to the south who would like a buffer required on the subject property along the south lot line, it seemed those in attendance were agreeable to the RS-30 proposal.

RECOMMENDATION – REZONING REQUEST RE-1A & RM-8 to R-1: Based upon the preceding review and a finding of consistency with the goals and policies of the Comprehensive Plan, the Plan and Zoning Commission recommends the City Council approve the Rezoning Request to change the zoning of the property from Residential Estate (RE-1A) and Residential Medium Density (RM-8) to Residential Single Family (R-1) as illustrated in Exhibit II, subject to the applicant meeting all City Code requirements and the following:

1. As part of the platting process, the developer conducting the necessary storm water studies and preparing the required Storm Water Management Plan that demonstrates existing ponds located to the west and north will not be adversely affected; and,

RECOMMENDATION – REZONING REQUEST RE-1A & RM-8 to RS-20: Based upon the preceding review and a finding of consistency with the goals and policies of the Comprehensive Plan, the Plan and Zoning Commission recommends the City Council approve the Rezoning Request to change the zoning of the property from Residential Estate (RE-1A) and Residential Medium Density (RM-8) to Residential Single Family (RS-20) as illustrated in Exhibit III, subject to the applicant meeting all City Code requirements and the following.

1. As part of the platting process, the developer conducting the necessary storm water studies and preparing the required Storm Water Management Plan that demonstrates existing ponds located to the west and north will not be adversely affected; and,
2. That platting of the Residential Single Family (RS-20) lots within the subject property which share a boundary with existing adjacent RE-1A zoned property be a minimum of 20,000sf in size, be a minimum of 200' in depth, require an 80' rear yard setback for the primary dwelling structure, and require a 50' rear yard setback for all detached accessory structures.

RECOMMENDATION - COMPREHENSIVE PLAN LAND USE MAP AMENDMENT: Based upon the preceding review and a finding of consistency with the goals and policies of the Comprehensive Plan, the Plan and Zoning Commission recommends the City Council approve the Comprehensive Plan Land Use map amendment to change the land use designation of the property from Low Density Residential (LD) and Medium Density Residential (MD) to Single Family Residential (SF), as illustrated in Exhibit IV, subject to the applicant meeting all City Code requirements.

Lead Planner: Kara Tragesser, AICP *KAT*

Staff Reviews:

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

PUBLICATION(S) (if applicable)

Published In	Des Moines Register Community Section
Date(s) Published	September 16, 2016
Letter sent to surrounding property owners	September 9, 2016

SUBCOMMITTEE REVIEW (if applicable)

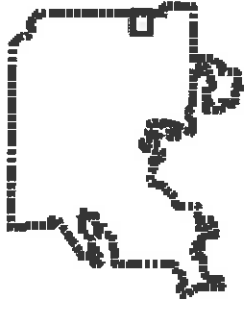
Committee	Development & Planning		
Date Reviewed	July 11, 2016/August 8, 2016		
Recommendation	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Split <input type="checkbox"/>

ATTACHMENTS:

- Exhibit I - Location Map
- Exhibit II - Ordinance for Rezoning – RE-1A & RM-8 to R-1
- Exhibit III - Ordinance for Rezoning – RE-1A & RM-8 to RS-20
- Exhibit IV - Resolution: Approval of Comprehensive Plan Land Use Map Amendment



Browns Wood Estates



Legend

- Parcels
- Parks
- Greenways



1: 5,790

965.0 0 482.51 965.0 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

Prepared by: K Tragesser, Development Services, P.O. Box 65320, West Des Moines, IA 50265-0320, (515)222-3620
When Recorded, Return to: City Clerk, City of West Des Moines, P.O. Box 65320, West Des Moines, IA 50265-0320

ORDINANCE NO.

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP AND THE CITY CODE OF THE CITY OF WEST DES MOINES, IOWA, 2014, BY AMENDING TITLE 9: ZONING, CHAPTER 4: ZONING DISTRICTS AND MAP

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

SECTION 1. AMENDMENT: The Zoning Map of the City of West Des Moines, Iowa, is hereby amended by changing the zoning of property on the west side of Veterans Parkway approximately one-quarter mile south of SE Browns Woods Drive and legally described below from Residential Estate Single Family (RE-1A) district and Residential Medium Density (RM-8) district to approximately 27 acres of Residential Single Family (R-1) as legally described below and as illustrated in Exhibit B;

Legal Description

SEE EXHIBIT A

SECTION 2. SAVINGS CLAUSE. If any section, provision, sentence, clause, phrase or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any provision, section, subsection, sentence, clause, phrase or part hereof not adjudged invalid or unconstitutional.

SECTION 3. VIOLATIONS AND PENALTIES. Any person who violates the provisions of this Ordinance upon conviction shall be punished as set forth in title 1, Chapter 4, Section 1 and Section 2 of the City Code of the City of West Des Moines, Iowa.

SECTION 4. OTHER REMEDIES. In addition to the provisions set out in the Violations and Penalties Section herein, the City may proceed in law or equity against any person, firm, or corporation for violation of any section or subsection of this Ordinance.

SECTION 5. EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage, approval, and publication as provided by law.

Approved and passed by the City Council on the ____ day of _____, 2016

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson
City Clerk

I certify that the foregoing was published as Ordinance No. _____ on the ____ day of _____
_____, 2016.

Ryan T. Jacobson
City Clerk

EXHIBIT A
Legal Description

A part of

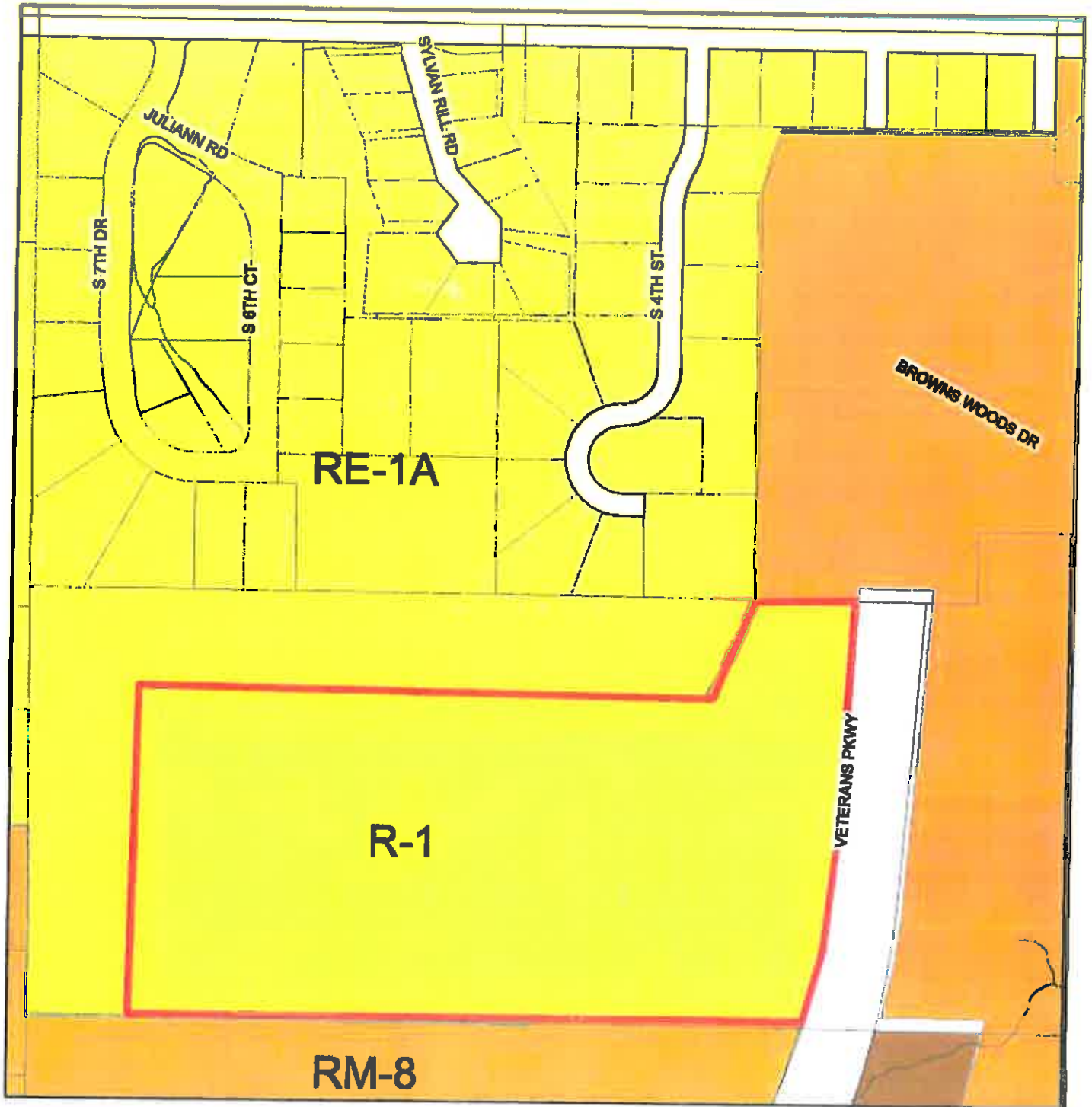
A tract of land being a part of the Northwest $\frac{1}{4}$ of Section 26, Township 78 North, Range 25 West of the 5th P.M., West Des Moines, Polk County, Iowa. Said tract of land being more particularly described as follows:

Beginning at Northwest Corner of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 26, Township 78 North, Range 25 West of the 5th P.M., West Des Moines, Polk County, Iowa; thence $N00^{\circ}18'26''W$, 54.40 feet along the West Line of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of said Section 26; thence $S89^{\circ}42'48''E$, 1829.08 feet to the Westerly Right-of-Way of Veterans Parkway as it is presently established; thence $S04^{\circ}34'23''W$, 655.00 feet along said Westerly Right-of-Way Line to a point of curvature of a 1554.42 feet radius curve concave to the Northeast; thence Southwesterly, 303.06 feet along said Westerly Right-of-Way Line and said curve, said curve has a chord length of 302.58 feet and a chord bearing of $S10^{\circ}09'30''W$; thence $N89^{\circ}34'26''W$, 1716.53 feet to the West Line of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of said Section 26; thence $N00^{\circ}22'28''W$, 902.73 feet along said West Line, to the Northwest Corner of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of said Section 26 and to the Point of Beginning.

Said tract of land contains 39.297 acres more or less.

Said tract of land being subject to all easements of record.

Proposed Zoning Map



No Scale

Prepared by: K Tragesser, Development Services, P.O. Box 65320, West Des Moines, IA 50265-0320, (515)222-3620
When Recorded, Return to: City Clerk, City of West Des Moines, P.O. Box 65320, West Des Moines, IA 50265-0320

ORDINANCE NO.

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP AND THE CITY CODE OF THE CITY OF WEST DES MOINES, IOWA, 2014, BY AMENDING TITLE 9: ZONING, CHAPTER 4: ZONING DISTRICTS AND MAP

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

SECTION 1. AMENDMENT: The Zoning Map of the City of West Des Moines, Iowa, is hereby amended by changing the zoning of property on the west side of Veterans Parkway approximately one-quarter mile south of SE Browns Woods Drive and legally described below from Residential Estate Single Family (RE-1A) district to approximately 11 acres of Residential Single Family (RS-20) district as legally described below and as illustrated in Exhibit B;

Legal Description

SEE EXHIBIT A

SECTION 2. SAVINGS CLAUSE. If any section, provision, sentence, clause, phrase or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any provision, section, subsection, sentence, clause, phrase or part hereof not adjudged invalid or unconstitutional.

SECTION 3. VIOLATIONS AND PENALTIES. Any person who violates the provisions of this Ordinance upon conviction shall be punished as set forth in title 1, Chapter 4, Section 1 and Section 2 of the City Code of the City of West Des Moines, Iowa.

SECTION 4. OTHER REMEDIES. In addition to the provisions set out in the Violations and Penalties Section herein, the City may proceed in law or equity against any person, firm, or corporation for violation of any section or subsection of this Ordinance.

SECTION 5. EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage, approval, and publication as provided by law.

Approved and passed by the City Council on the ____ day of _____, 2016

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson
City Clerk

I certify that the foregoing was published as Ordinance No. _____ on the ____ day of _____
_____, 2016.

Ryan T. Jacobson
City Clerk

EXHIBIT A
Legal Description

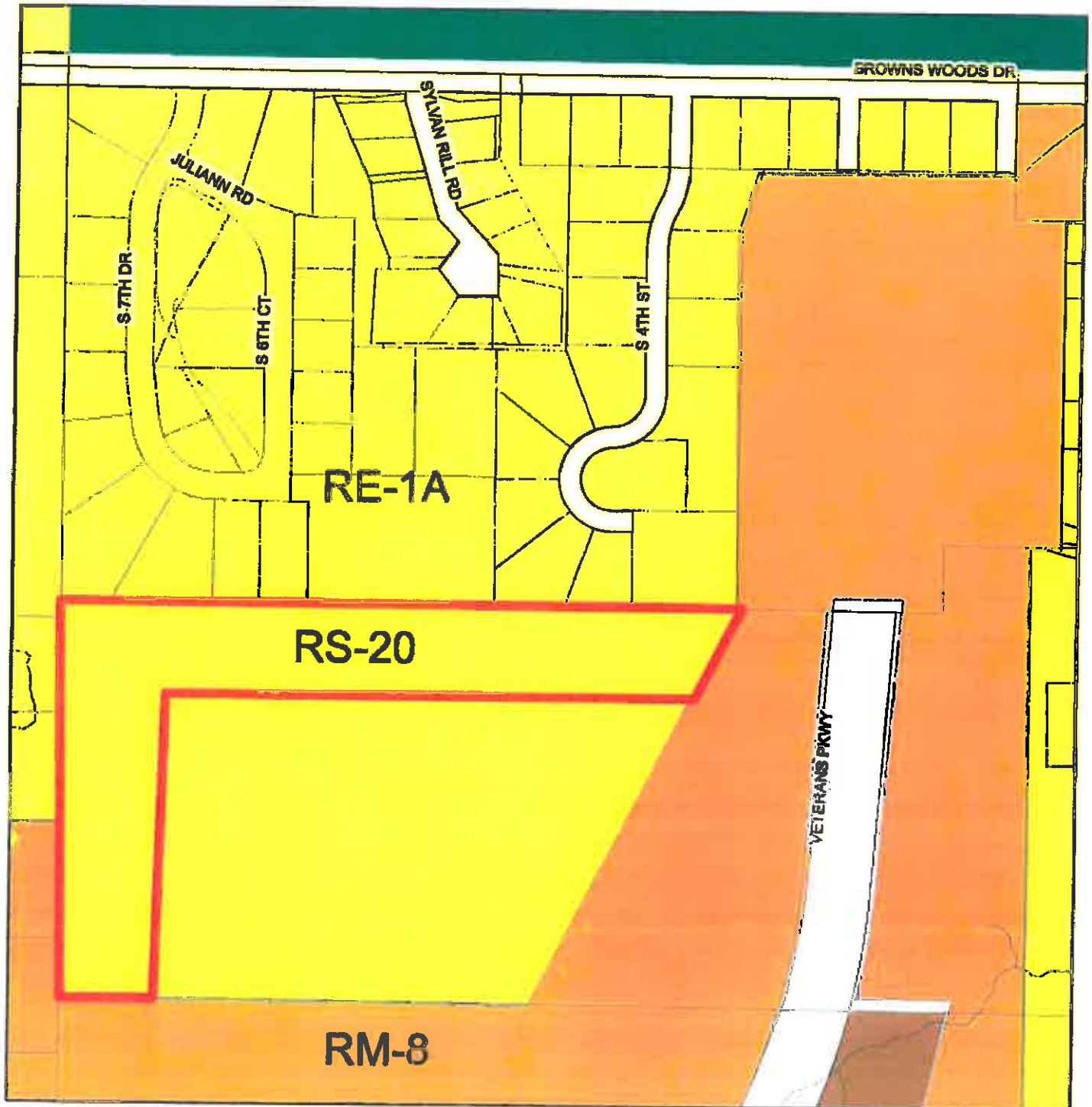
A tract of land being a part of the Northwest $\frac{1}{4}$ of Section 26, Township 78 North, Range 25 West of the 5th P.M., West Des Moines, Polk County, Iowa. Said tract of land being more particularly described as follows:

Beginning at Northwest Corner of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 26, Township 78 North, Range 25 West of the 5th P.M., West Des Moines, Polk County, Iowa; thence $N00^{\circ}18'26''W$, 54.40 feet along the West Line of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of said Section 26; thence $S89^{\circ}42'48''E$, 1829.08 feet to the Westerly Right-of-Way of Veterans Parkway as it is presently established; thence $S04^{\circ}34'23''W$, 655.00 feet along said Westerly Right-of-Way Line to a point of curvature of a 1554.42 feet radius curve concave to the Northeast; thence Southwesterly, 303.06 feet along said Westerly Right-of-Way Line and said curve, said curve has a chord length of 302.58 feet and a chord bearing of $S10^{\circ}09'30''W$; thence $N89^{\circ}34'26''W$, 1716.53 feet to the West Line of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of said Section 26; thence $N00^{\circ}22'28''W$, 902.73 feet along said West Line, to the Northwest Corner of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of said Section 26 and to the Point of Beginning.

Said tract of land contains 39.297 acres more or less.

Said tract of land being subject to all easements of record.

Proposed Zoning Map



No Scale

Prepared by: KTragesser, Development Services PO Box 65320 West Des Moines IA 50265-0320 (515)222-3620
When Recorded, Return to: City Clerk, City of West Des Moines, 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-003244-2016) TO AMEND THE COMPREHENSIVE PLAN LAND USE MAP FOR THE PURPOSE OF CHANGING THE LAND USE DESIGNATION OF PROPERTY LOCATED WEST OF VETERANS PARKWAY APPROXIMATELY ONE QUARTER MILE SOUTH OF SE BROWNS WOODS DRIVE FROM LOW DENSITY RESIDENTIAL AND MEDIUM DENSITY RESIDENTIAL TO SINGLE FAMILY RESIDENTIAL

WHEREAS, pursuant to the provisions of Title 9, Chapter 1 et seq, of the West Des Moines Municipal Code, Venture Homes, LLC has requested approval for a Comprehensive Plan Amendment to amend the Comprehensive Plan Land Use Plan to change from Low Density Residential (LD) and Medium Density Residential (RM-8) to Single Family Residential (SF) for the property legally described as follows and as illustrated in Exhibit B:

Legal Description

See Exhibit A

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 10, 2016, the Plan and Zoning Commission did recommend the City Council approve the Comprehensive Plan Amendment;

WHEREAS, on October 17, 2016, the City Council held a duly-noticed public hearing to consider the application for Comprehensive Plan Amendment, where the public hearing was closed, but not acted upon;

WHEREAS, on October 31, 2016, the City Council held a duly – notice public meeting to consider the application for the Comprehensive Plan Amendment;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA DOES HEREBY FIND AND RESOLVE AS FOLLOWS:

SECTION 1. The findings, for approval, in the staff report for the hearing or as amended orally at the City Council meeting are adopted.

SECTION 2. The amendment of the Comprehensive Plan Land Use Map as described above is hereby adopted.

PASSED AND ADOPTED on October 31, 2016.

Steve 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 31, 2016, by the following vote:

ATTEST:

Ryan Jacobson
City Clerk

Exhibit A
Legal Description

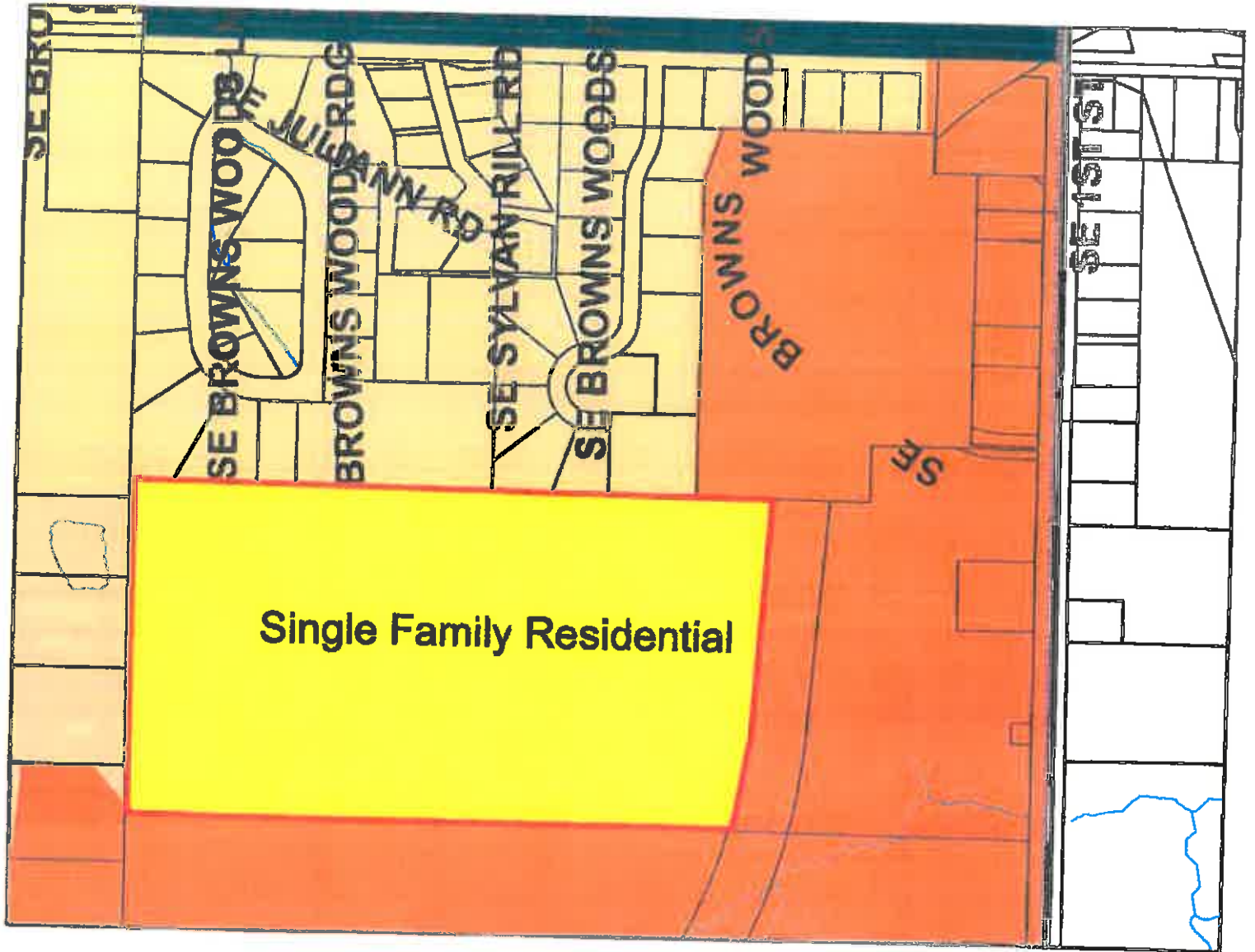
A tract of land being a part of the Northwest $\frac{1}{4}$ of Section 26, Township 78 North, Range 25 West of the 5th P.M., West Des Moines, Polk County, Iowa. Said tract of land being more particularly described as follows:

Beginning at Northwest Corner of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 26, Township 78 North, Range 25 West of the 5th P.M., West Des Moines, Polk County, Iowa; thence $N00^{\circ}18'26''W$, 54.40 feet along the West Line of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of said Section 26; thence $S89^{\circ}42'48''E$, 1829.08 feet to the Westerly Right-of-Way of Veterans Parkway as it is presently established; thence $S04^{\circ}34'23''W$, 655.00 feet along said Westerly Right-of-Way Line to a point of curvature of a 1554.42 feet radius curve concave to the Northeast; thence Southwesterly, 303.06 feet along said Westerly Right-of-Way Line and said curve, said curve has a chord length of 302.58 feet and a chord bearing of $S10^{\circ}09'30''W$; thence $N89^{\circ}34'26''W$, 1716.53 feet to the West Line of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of said Section 26; thence $N00^{\circ}22'28''W$, 902.73 feet along said West Line, to the Northwest Corner of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of said Section 26 and to the Point of Beginning.

Said tract of land contains 39.297 acres more or less.

Said tract of land being subject to all easements of record.

Proposed Land Use Designations



NO CHANGE FROM PREVIOUS READING

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

Date: October 31, 2016

ITEM: Snow Maintenance Facility – Amend Title 9, (Zoning), Chapter 2, (Zoning Rules And Definitions), Section 2 (Definitions) And Title 9, (Zoning), Chapter 10, (Performance Standards), Section 4 (Specific Use Regulations) to amend regulation pertaining to snow maintenance facilities – City Initiated – AO-002903-2015

ORDINANCE: Approval of Second Reading, Waive Third and Adopt in Final Form

FINANCIAL IMPACT: Undetermined.

BACKGROUND: Staff is requesting an amendment to the following sections of City Code:

- Title 9: *Zoning*, Chapter 2: *Zoning Rules and Definitions*, Section 2: *Definitions* to establish a definition for the term Snow Maintenance Facility.
- Title 9: *Zoning*, Chapter 10: *Performance Standards*, Section 4: *Specific Use Regulations* to establish regulations for the location and operation of snow maintenance facilities.

Previous Council Action:

Vote: 5-0 approval

Date: October 17, 2016

Motion: Approval of the First Reading of the ordinance

OUTSTANDING ISSUES: There are no outstanding issues.

RECOMMENDATION: Based upon the preceding review and a finding of consistency with the Comprehensive Plan, the Plan and Zoning Commission recommends the City Council approve the first reading to amend City Code to amend definitions and regulation pertaining to short term residential rentals, subject to the applicant meeting all City Code requirements.

Lead Staff Member: J. Bradley Munford *JBM*

Staff Reviews:

Department Director	<i>les</i>
Appropriations/Finance	
Legal	<i>AS</i>
Agenda Acceptance	<i>RTG</i>

PUBLICATION(S) (if applicable)

Published In	Des Moines Register
Date(s) Published	November 27, 2015
Letter sent to surrounding property owners	N/A

SUBCOMMITTEE REVIEW (if applicable)

Committee	Development & Planning		
Date Reviewed	September 19, 2016		
Recommendation	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Split <input type="checkbox"/>

ATTACHMENT:

Exhibit I - Proposed Ordinance

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

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY CODE OF THE CITY OF WEST DES MOINES, IOWA, 2014, BY AMENDING TITLE 9, "ZONING", CHAPTER 2, "ZONING RULES AND DEFINITIONS", SECTION 2 "DEFINITIONS" AND TITLE 9, "ZONING", CHAPTER 10, "PERFORMANCE STANDARDS", SECTION 4 "SPECIFIC USE REGULATIONS".

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

SECTION 1: **Amendment**, Title 9, Zoning, Chapter 2, Zoning Rules and Definitions, Section 2, Definitions is hereby amended by inserting the underlined, italicized and bolded text accordingly in alphabetical order:

SNOW MAINTENANCE FACILITY: A temporary facility to address the removal of snow.

SECTION 2: **Amendment**, Title 9, Zoning, Chapter 10, Performance Standards, Section 4, Specific Use Regulations is hereby amended by adding the following underlined, italicized and bolded text in numerical order:

- A. The following standards shall apply to all zoning districts unless noted otherwise in this Title:
- 21. Snow Maintenance Facilities: The intent of this section is to allow for the removal of snow and conducting of winter maintenance activities on non-single family developed property on a seasonal basis and according to the following performance standards:**
- a. **Maximum Duration: The Snow Maintenance Facility may not be located on a site prior to October 1st and must be removed from the site no later than May 31st unless specific permission is granted by the City.**
 - b. **Location within the site: To the greatest extent practicable, the maintenance facility shall be located in an unobtrusive location and minimally visible from any public thoroughfares. Consideration should be given to the placement of the facility within the site to minimize impact to adjacent residential properties.**
 - c. **Maximum area dedicated to the facility: The maximum number of permanent parking spaces allowed to be used for a Snow Maintenance Facility including material stockpiles, snow removal equipment, storage containers, temporary sheds etc. shall not exceed twenty percent (20%) of the parking on site or twenty percent (20%) of the site area, whichever is more restrictive.**
 - d. **Location on paved surfaces: All elements of the maintenance facility shall be located on paved surface areas. No material, structures or equipment shall be placed within any perimeter parking lot setback.**

- e. Temporary structures, semi van trailers, shipping containers and portable on-demand storage containers shall be allowed for the storage of material and equipment during the period of time allowed under this section.
- f. No signage advertising for any business, other than typical company signage on vehicles, shall be allowed to be displayed.
- g. Removal: On or before May 31st, unless an extension is specifically granted by the City, all structures, equipment, unused materials, bulk material piles, etc. associated with the snow maintenance facility shall be removed from the site. All sites shall be completely cleaned of debris and maintenance elements. Site elements shall be properly restored to their pre-storage facility condition.
- h. Other Applicable Laws, Rules and Regulations: Any maintenance operation and the use and/or storage of fuel for equipment and/or chemicals and materials to aid in the removal of snow and ice shall be conducted in accordance with all applicable city, county, state and federal laws, rules and regulations (i.e., air quality, chemical or material runoff, erosion prevention, Fire Code, etc.).
- i. Other than immediate repair in the event of a vehicle or equipment breakdown, maintenance or repair of vehicles and equipment within the property is prohibited.

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

SECTION 4. SAVINGS CLAUSE. If any section, provision, sentence, clause, phrase, or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any provision, section, subsection, sentence, clause, phrase, or part hereof not adjudged invalid or unconstitutional.

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

PASSED AND APPROVED this ____ day of _____, 2016.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

NO CHANGE FROM PREVIOUS READING

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

Date: October 31, 2016

ITEM: Eating Places and Drinking Places - Amend City Code Title 9 (Zoning) to regulate eating places and drinking places uses in the Light Industrial and General Industrial zoning districts – City Initiated (AO-003186-2016)

ORDINANCE: Approval of Second Reading, Waive Third and Adopt in Final Form

FINANCIAL IMPACT: Undetermined.

BACKGROUND: The City of West Des Moines is requesting an amendment to City Code, Title 9, Zoning, Chapter 6, Commercial, Office, and Industrial Use Regulations) to regulate SIC 5812 Eating Places and SIC 5813 Drinking Places in the Light Industrial and General Industrial zoning districts (See Exhibit I – Proposed Ordinance). The City received a Pre-Application for a multiuse project south of Railroad at the 900 block that included a proposal for sit-down restaurant services and through discussions among staff and the City Council Subcommittee have agreed to a city code amendment to accommodate the proposed use.

Previous Council Action:

Vote: 5-0 approval

Date: October 17, 2016

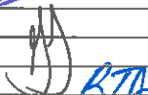
Motion: Approval of the First Reading of the ordinance

OUTSTANDING ISSUES: There are no outstanding issues.

RECOMMENDATION: Based upon the preceding review and a finding of consistency with the goals and policies of the Comprehensive Plan, staff recommends the City Council approve the second reading, waive the third reading and adopt the Ordinance amendment in final form, 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	Des Moines Register
Date(s) Published	September 30, 2016
Letter sent to surrounding property owners	N/A

SUBCOMMITTEE REVIEW (if applicable)

Committee	Development & Planning		
Date Reviewed	August 8, 2016		
Recommendation	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Split <input type="checkbox"/>

ATTACHMENT:

Exhibit I - Proposed Ordinance

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

ORDINANCE NO.

TO AMEND TITLE 9 (ZONING), CHAPTER 6 (COMMERCIAL, OFFICE AND INDUSTRIAL ZONING DISTRICTS), SECTION 6 (COMMERCIAL, OFFICE AND INDUSTRIAL USE REGULATIONS), SUBSECTION C, TABLE 6.1 (USE MATRIX) TO REGULATE SIC 5812 EATING PLACES AND TO REGULATE SIC 5813 DRINKING PLACES IN THE LIGHT INDUSTRIAL AND GENERAL INDUSTRIAL ZONING DISTRICTS

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

Section 1. Amendment. Title 9 (Zoning), Chapter 6 (Commercial, Office and Industrial Zoning Districts), Section 6 (Commercial, Office and Industrial Use Regulations), Subsection C, Table 6.1 (Use Matrix) is hereby amended by adding the bold and highlighted text and deleting text in bold, strikeout, italicized text:

SIC CODES	RC	CMC	NC	CVC	SC	VJC	VJHB	WR	BP	VJLI	LI	GI	OF	PCP	OS
58 Eating and drinking places															
5812 Eating places, sit down eating places	P	P	P	Pc	P	Pc	P	P			Pc	Pc	Pc	Pc	
-Eating places with takeout only - no drive-throughs	P	P	P	Pc	P	Pc	P	P			Pc	Pc	Pc	Pc	
-Eating places with drive-throughs	P	P			P	Pc		P							
5813 Drinking places	Pc	Pc	Pc		Pc		Pc	Pc			Pc	Pc			

Section 2. Repealer. All ordinances or parts of ordinances in conflict with the provision of this ordinance are hereby repealed.

Section 3. Savings Clause. If any section, provision, sentence, clause, phrase or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any provision, section, subsection, sentence, clause, phrase or part hereof not adjudged invalid or unconstitutional.

Section 4. Violations and Penalties. Any person who violates the provisions of this Ordinance upon conviction shall be punished as set forth in Section 1-4-1 of the City Code of the City of West Des Moines, Iowa.

Section 5. Other Remedies. In addition to the provisions set out in the Violations and Penalties Section herein, the City may proceed in law or equity against any person, firm or corporation for violation of any section or subsection of this Ordinance.

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

Passed by the City Council on the _____ day of _____, 2016, and approved this _____ day of _____, 2016.

Steven K. Gaer, Mayor

ATTEST:

Ryan T Jacobson
City Clerk

The foregoing Ordinance No. _____ was adopted by the Council for the City of West Des Moines, Iowa, on _____, 2016, and was published in the Des Moines Register on _____, 2016.

Ryan T. Jacobson
City Clerk

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

DATE: October 31, 2016

ITEM:

Motion – Approval of Traffic Code Amendment
Official Traffic Controls
South 50th Street and Wistful Vista Drive
Second Reading, Waive Third Reading, and Adoption of Ordinance in Final Form

FINANCIAL IMPACT:

None.

SYNOPSIS:

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

South 50th Street and Wistful Vista Drive

BACKGROUND:

A Pedestrian Hybrid Beacon (PHB) is being located on the north leg of South 50th Street at Wistful Vista Drive to assist pedestrians in crossing South 50th Street. A multi-use trail is located at this intersection. Our first PHB was installed at 65th and Ashworth.

RECOMMENDATION:

City Council Approve:

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

Lead Staff Member: Jim Dickinson, P.E. *JD*

STAFF REVIEWS

Department Director	Bret Hodne <i>BHL</i>
Appropriations/Finance	Tim Stiles
Legal	
Agenda Acceptance	<i>RTJ</i>

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Works		
Date Reviewed	October 24, 2016		
Recommendation	Yes	No	Split

ORDINANCE NO. _____

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

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

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

Add intersection of:

Fiftieth (South) Street and Wistful Vista Drive

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

SECTION 3. SEVERABILITY. If any section, provisions, sentence, clause, phrase or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any provision, section, subsection, sentence, clause, phrase or part hereof not adjudged invalid or unconstitutional.

SECTION 4. VIOLATION. Any person who violates the provisions of this Ordinance, upon conviction, shall be punished with a fine not to exceed \$100 plus applicable surcharge and court costs.

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

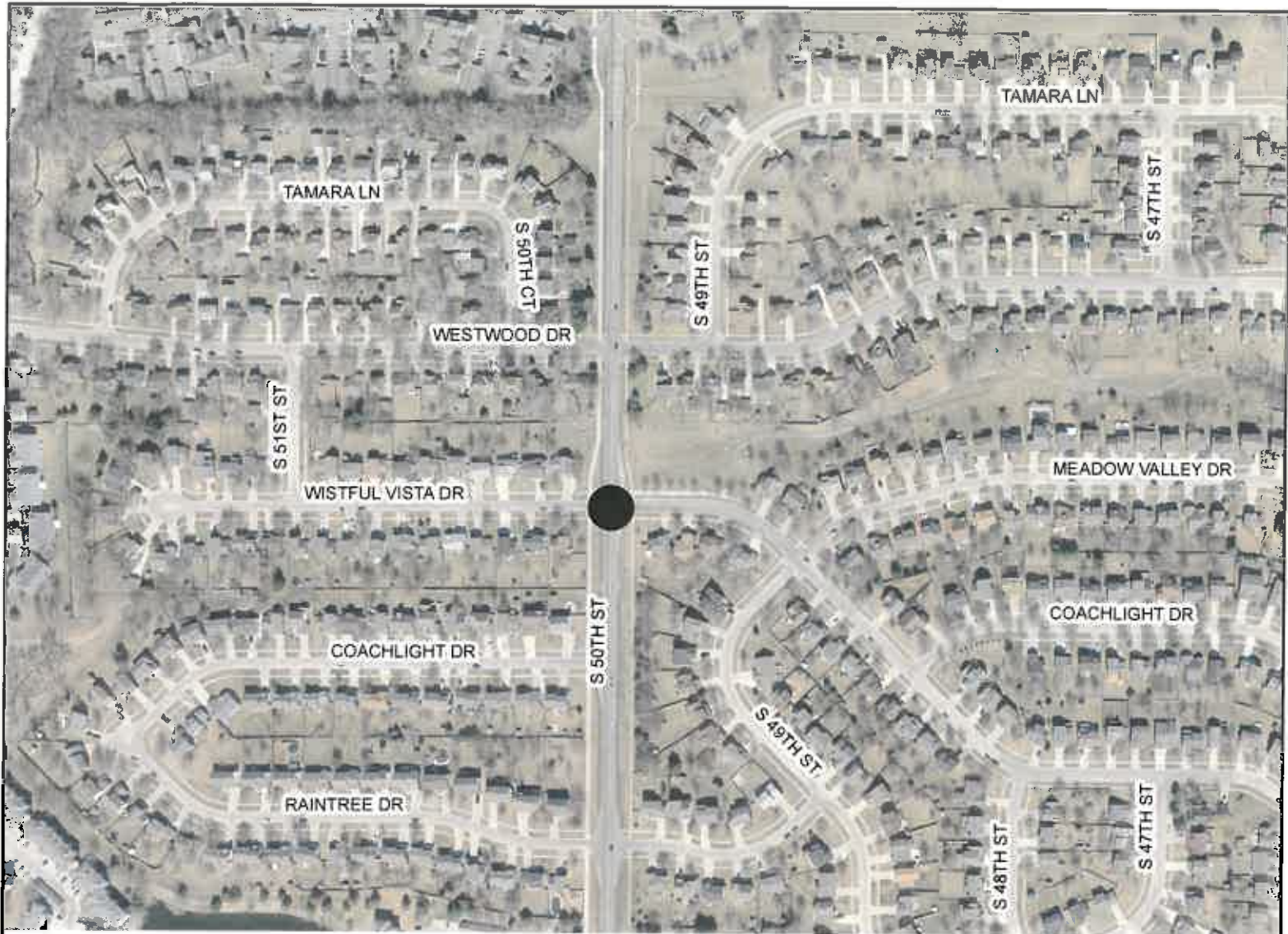
PASSED AND APPROVED this 31st day of October, 2016.

Steven K. Gaer, Mayor

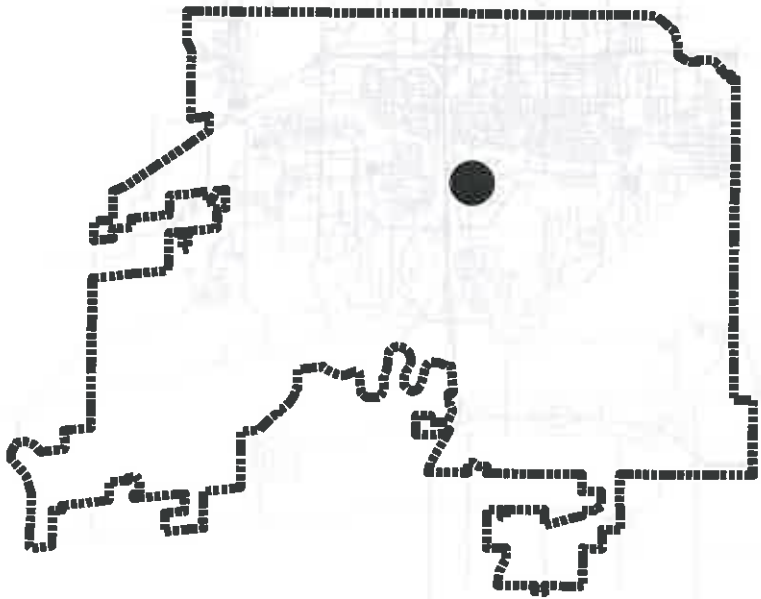
ATTEST:

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, Official Traffic Controls		
LOCATION:	South 50th Street and Wistful Vista Drive		
DRAWN BY: JDR	DATE: 10-3-2016	SHT. 1 of 1	

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

DATE: October 31, 2016

ITEM:

Motion - Approval of Traffic Code Amendments
Through Streets Stop Required
60th Street – North Corporate Limits to Grand Avenue
Second Reading, Waive Third Reading, and Adoption of Ordinance in Final Form

FINANCIAL IMPACT:

None.

BACKGROUND:

This ordinance will designate 60th Street as a through street stops required between the North corporate limits and Grand Avenue. This designation is to reflect the new construction on South 60th Street between Mills Civic Parkway and Grand Avenue.

RECOMMENDATION:

City Council Adopt:

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

Lead Staff Member: Jim Dickinson, P.E. *JAD*

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)		SUBCOMMITTEE REVIEW (if applicable)		
Published In	Des Moines Register	Committee	Public Works	
Dates(s) Published		Date Reviewed	October 24, 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:

Delete:

<u>Street</u>	<u>From</u>	<u>To</u>
Sixtieth Street	North corporate limits	Boonville Road

Add:

<u>Street</u>	<u>From</u>	<u>To</u>
Sixtieth Street	North corporate limits	Wistful Vista Drive
Sixtieth (South) Street	Wistful Vista Drive	Grand Avenue

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.

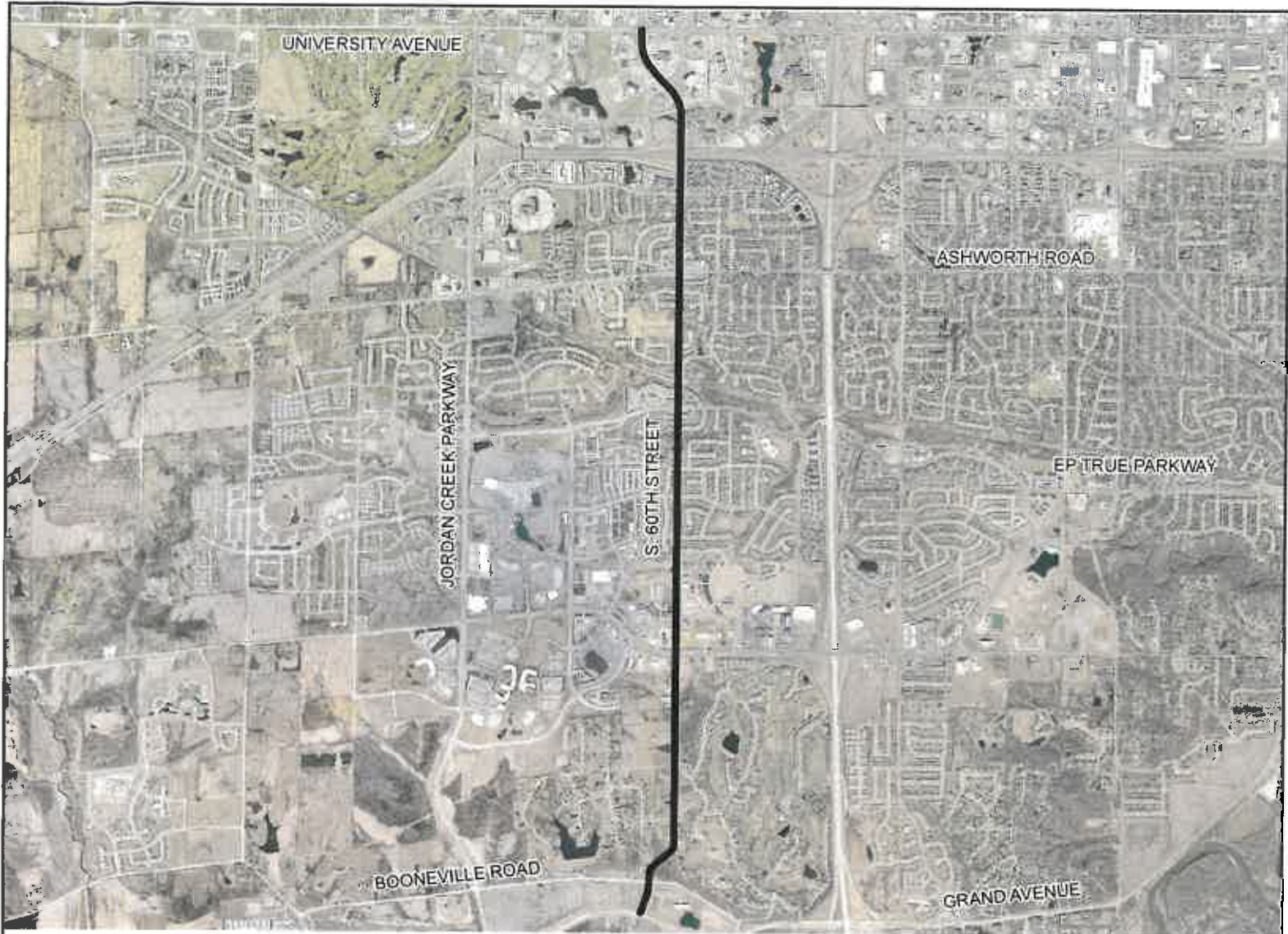
PASSED AND APPROVED this 31st day of **October, 2016.**

Steven K. Gaer, Mayor

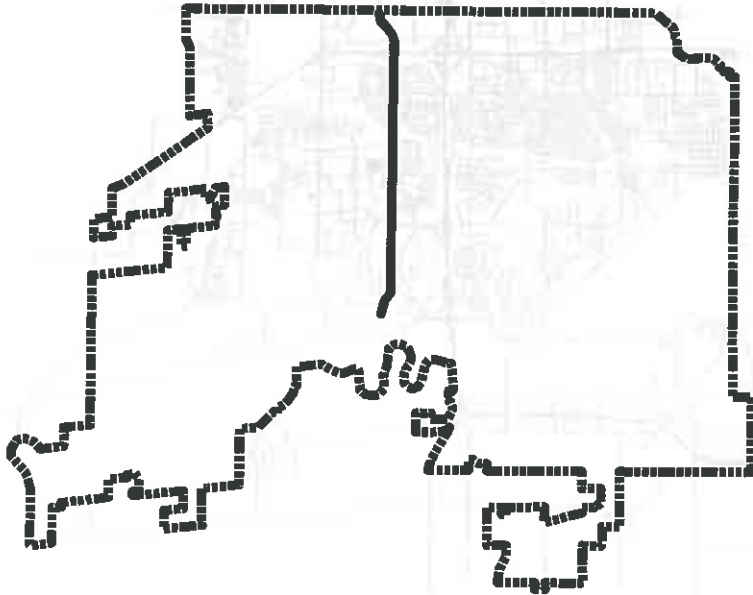
ATTEST:

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: **South 60th Street, North Corporate Limit to Grand Avenue**

DRAWN BY: JDR

DATE: 10-3-2016

SHT. 1 of 1

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

ITEM: Issuance of \$7,200,000 General Obligation Bonds (Series 2016C) -- Final Action Items

DATE: October 31, 2016

FINANCIAL IMPACT: Final all-in interest rate on the 2016C General Obligation Bonds is 1.88% based on bids received on October 17, 2016. Total net interest cost to be paid over the life of the bonds is \$1,031,322.92. Annual principal payments are due each June 1, principal and interest is due each June 1 and December 1, and final payment is scheduled for June 1, 2026.


BACKGROUND: The two resolutions are final actions needed to complete the sale of the 2016C General Obligation Bonds. The first resolution appoints Bankers Trust Company as Paying Agent, Registrar, and Transfer Agent for these issues, a capacity in which they also serve for the City's other registered bond issuances. The next resolution formally commits the City Council (and future City Councils) to this particular bond sale arrangement and identifies the need to collect annual property taxes necessary for its payment. Also included with the second resolution is Council action to approve a Tax Exemption Certificate and Continuing Disclosure Certificate.

All of the associated documents have been prepared by Bond Counsel and, because they are lengthy documents which are nearly identical to those previously approved by Council with previous bond issuances, they were not attached with this item but are available in the City Clerk's office for viewing.

RECOMMENDATION: Resolution – Appointing Paying Agent, Registrar, and Transfer Agent
Resolution – Authorizing the Issuance; Approval of the Tax Exemption Certificate and Continuing Disclosure Certificate

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			
Dates Reviewed			
Recommendation	Yes	No	Split

Council Member _____ introduced the following resolution entitled "RESOLUTION APPOINTING BANKERS TRUST COMPANY OF DES MOINES, IOWA, TO SERVE AS PAYING AGENT, BOND REGISTRAR, AND TRANSFER AGENT, APPROVING THE PAYING AGENT AND BOND REGISTRAR AND TRANSFER AGENT AGREEMENT AND AUTHORIZING THE EXECUTION OF THE AGREEMENT", and moved that the resolution be adopted. Council Member _____ seconded the motion to adopt. The roll was called and the vote was,

AYES: _____

NAYS: _____

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

RESOLUTION APPOINTING BANKERS TRUST COMPANY OF DES MOINES, IOWA, TO SERVE AS PAYING AGENT, BOND REGISTRAR, AND TRANSFER AGENT, APPROVING THE PAYING AGENT AND BOND REGISTRAR AND TRANSFER AGENT AGREEMENT AND AUTHORIZING THE EXECUTION OF THE AGREEMENT

WHEREAS, \$7,200,000 General Obligation Bonds, Series 2016C, dated November 16, 2016, have been sold and action should now be taken to provide for the maintenance of records, registration of certificates and payment of principal and interest in connection with the issuance of the Bonds; and

WHEREAS, this Council has deemed that the services offered by Bankers Trust Company of Des Moines, Iowa, are necessary for compliance with rules, regulations, and requirements governing the registration, transfer and payment of registered bonds; and

WHEREAS, a Paying Agent, Bond Registrar and Transfer Agent Agreement (hereafter "Agreement") has been prepared to be entered into between the City and Bankers Trust Company.

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

1. That Bankers Trust Company of Des Moines, Iowa, is hereby appointed to serve as Paying Agent, Bond Registrar and Transfer Agent in connection with the issuance of \$7,200,000 General Obligation Bonds, Series 2016C, dated November 16, 2016.

2. That the Agreement with Bankers Trust Company of Des Moines, Iowa, is hereby approved and that the Mayor and Clerk are authorized to sign the Agreement on behalf of the City.

PASSED AND APPROVED this 31st day of October, 2016.

Mayor

ATTEST:

City Clerk

Council Member _____ introduced the following Resolution entitled "RESOLUTION AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF \$7,200,000 GENERAL OBLIGATION BONDS, SERIES 2016C, AND LEVYING A TAX TO PAY SAID BONDS; APPROVAL OF THE TAX EXEMPTION CERTIFICATE AND CONTINUING DISCLOSURE CERTIFICATE" and moved that it be adopted. Council Member _____ seconded the motion to adopt, and the roll being called thereon, the vote was as follows:

AYES: _____

NAYS: _____

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

RESOLUTION AUTHORIZING AND PROVIDING FOR THE
ISSUANCE OF \$7,200,000 GENERAL OBLIGATION BONDS,
SERIES 2016C, AND LEVYING A TAX TO PAY SAID
BONDS; APPROVAL OF THE TAX EXEMPTION
CERTIFICATE AND CONTINUING DISCLOSURE
CERTIFICATE

WHEREAS, the Issuer is duly incorporated, organized and exists under and by virtue of the laws and Constitution of the State of Iowa; and

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 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, pursuant to the provisions of Chapter 75 of the Code of Iowa, the above mentioned Bonds were heretofore sold at public sale and action should now be taken to issue said Bonds conforming to the terms and conditions of the best bid received at the advertised public sale.

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

Section 1. Definitions. The following terms shall have the following meanings in this Resolution unless the text expressly or by necessary implication requires otherwise:

- "Authorized Denominations" shall mean \$5,000 or any integral multiple thereof.
- "Beneficial Owner" shall mean, whenever used with respect to a Bond, the person in whose name such Bond is recorded as the beneficial owner of such Bond by a Participant on the records of such Participant or such person's subrogee.
- "Blanket Issuer Letter of Representations" shall mean the Representation Letter from the Issuer to DTC, with respect to the Bonds.
- "Bond Fund" shall mean the fund created in Section 3 of this Resolution.
- "Bonds" shall mean \$7,200,000 General Obligation Bonds, Series 2016C, authorized to be issued by this Resolution.
- "Cede & Co." shall mean Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Bonds.
- "Continuing Disclosure Certificate" shall mean that certain Continuing Disclosure Certificate approved under the terms of this Resolution and to be executed by the Issuer and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.
- "Depository Bonds" shall mean the Bonds as issued in the form of one global certificate for each maturity, registered in the Registration Books maintained by the Registrar in the name of DTC or its nominee.

- "DTC" shall mean The Depository Trust Company, New York, New York, which will act as security depository for the Bond pursuant to the Representation Letter.
- "Issuer" and "City" shall mean the City of West Des Moines, State of Iowa.
- "Participants" shall mean those broker-dealers, banks and other financial institutions for which DTC holds Bonds as securities depository.
- "Paying Agent" shall mean Bankers Trust Company, or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein as Issuer's agent to provide for the payment of principal of and interest on the Bonds as the same shall become due.
- "Project" shall mean the 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; improvements and equipping the library, city hall, and parking lot improvements at various city facilities; improvements at the Valley View Aquatic Center, and site development for a new 39th Street Park; HVAC improvements to Fire/EMS station #18; and improvements to the Law Enforcement Center.
- "Project Fund" shall mean the fund required to be established by this Resolution for the deposit of the proceeds of the Bonds.
- "Rebate Fund" shall mean the fund so defined in and established pursuant to the Tax Exemption Certificate.
- "Registrar" shall mean Bankers Trust Company of Des Moines, Iowa, or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein with respect to maintaining a register of the owners of the Bonds. Unless otherwise specified, the Registrar shall also act as Transfer Agent for the Bonds.
- "Resolution" shall mean this resolution authorizing the Bonds.
- "Tax Exemption Certificate" shall mean the Tax Exemption Certificate approved under the terms of this Resolution and to be executed by the Treasurer and delivered at the time of issuance and delivery of the Bonds.
- "Treasurer" shall mean the Financial Director or such other officer as shall succeed to the same duties and responsibilities with respect to the recording and payment of the Bonds issued hereunder.

Section 2. Levy and Certification of Annual Tax; Other Funds to be Used.

a) Levy of Annual Tax. That for the purpose of providing funds to pay the principal and interest of the Bonds hereinafter authorized to be issued, there is hereby levied for each future year the following direct annual tax on all of the taxable property in West Des Moines, Iowa, to-wit:

AMOUNT	FISCAL YEAR (JULY 1 TO JUNE 30) YEAR OF COLLECTION
\$211,772.92*	2016/2017
\$954,350.00	2017/2018
\$929,350.00	2018/2019
\$909,150.00	2019/2020
\$888,550.00	2020/2021
\$883,050.00	2021/2022
\$877,350.00	2022/2023
\$860,550.00	2023/2024
\$859,350.00	2024/2025
\$857,850.00	2025/2026

*Payable from available cash on hand.

(NOTE: For example the levy to be made and certified against the taxable valuations of January 1, 2015 will be collected during the fiscal year commencing July 1, 2016.)

b) Resolution to be Filed With County Auditor. A certified copy of this Resolution shall be filed with the Auditors of Polk, Warren, Madison and Dallas Counties, Iowa and each Auditor is hereby instructed in and for each of the years as provided, to levy and assess the tax hereby authorized in Section 2 of this Resolution, in like manner as other taxes are levied and assessed, and such taxes so levied in and for each of the years aforesaid be collected in like manner as other taxes of the City are collected, and when collected be used for the purpose of paying principal and interest on said Bonds issued in anticipation of the tax, and for no other purpose whatsoever.

c) Additional City Funds Available. Principal and interest coming due at any time when the proceeds of said tax on hand shall be insufficient to pay the same shall be promptly paid when due from current funds of the City available for that purpose and reimbursement shall be made from such special fund in the amounts thus advanced.

Section 3. Bond Fund. Said tax shall be assessed and collected each year at the same time and in the same manner as, and in addition to, all other taxes in and for the City, and when collected they shall be converted into a special fund within the Debt Service Fund to be known as the "GENERAL OBLIGATION BOND FUND NO. 3" (the "Bond Fund"), which is hereby pledged for and shall be used only for the payment of the principal of and interest on the Bonds hereinafter authorized to be issued; and also there shall be apportioned to said fund its proportion of taxes received by the City from property that is centrally assessed by the State of Iowa.

Section 4. Application of Bond Proceeds. Proceeds of the Bonds, other than accrued interest except as may be provided below, shall be credited to the Project Fund and expended therefrom for the purposes of issuance. Any amounts on hand in the Project Fund shall be available for the payment of the principal of or interest on the Bonds at any time that other funds shall be insufficient to the purpose, in which event such funds shall be repaid to the Project Fund at the earliest opportunity. Any balance on hand in the Project Fund and not immediately required for its purposes may be invested not inconsistent with limitations provided by law or this Resolution.

Section 5. Investment of Bond Fund Proceeds. All moneys held in the Bond Fund, provided for by Section 3 of this Resolution shall be invested in investments permitted by Chapter 12B, Code of Iowa, 2015, as amended, or deposited in financial institutions which are members of the Federal Deposit Insurance Corporation and the deposits in which are insured thereby and all such deposits exceeding the maximum amount insured from time to time by FDIC or its equivalent successor in any one financial institution shall be continuously secured in compliance with Chapter 12C of the Code of Iowa, 2015, as amended, or otherwise by a valid pledge of direct obligations of the United States Government having an equivalent market value. All such interim investments shall mature before the date on which the moneys are required for payment of principal of or interest on the Bonds as herein provided.

Section 6. Bond Details, Execution and Redemption.

a) Bond Details. General Obligation Bonds of the City in the amount of \$7,200,000, shall be issued pursuant to the provisions of Sections 384.25, 384.26 and 384.28 of the Code of Iowa for the aforesaid purposes. The Bonds shall be designated "GENERAL OBLIGATION BOND, SERIES 2016C", be dated November 16, 2016, and bear interest from the date thereof, until payment thereof, at the office of the Paying Agent, said interest payable on June 1, 2017, and semiannually thereafter on the 1st day of June and December in each year until maturity at the rates hereinafter provided.

The Bonds shall be executed by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the Clerk, and impressed or printed with the seal of the City and shall be fully registered as to both principal and interest as provided in this Resolution; principal, interest and premium, if any, shall be payable at the office of the Paying Agent by mailing of a check to the registered owner of the Bond. The Bonds shall be in the denomination of \$5,000 or multiples thereof. The Bonds shall mature and bear interest as follows:

Principal Amount	Interest Rate	Maturity June 1 st
\$100,000	2.000%	2017
\$750,000	4.000%	2018
\$755,000	4.000%	2019
\$765,000	4.000%	2020
\$775,000	2.000%	2021
\$785,000	2.000%	2022
\$795,000	4.000%	2023
\$810,000	2.000%	2024
\$825,000	2.000%	2025
\$840,000	2.125%	2026

b) Redemption.

i. Optional Redemption. Bonds maturing after June 1, 2023, may be called for optional redemption by the Issuer on that date or any date thereafter, from any funds regardless of source, in whole or from time to time in part, in any order of maturity and within an annual maturity by lot. The terms of redemption shall be par, plus accrued interest to date of call.

Thirty days' written notice of redemption shall be given to the registered owner of the Bond. Failure to give written notice to any registered owner of the Bonds or any defect therein shall not affect the validity of any proceedings for the redemption of the Bonds. All Bonds or portions thereof called for redemption will cease to bear interest after the specified redemption date, provided funds for their redemption are on deposit at the place of payment. Written notice will be deemed completed upon transmission to the owner of record.

If selection by lot within a maturity is required, the Registrar shall designate the Bonds to be redeemed by random selection of the names of the registered owners of the entire annual maturity until the total amount of Bonds to be called has been reached.

If less than all of a maturity is called for redemption, the Issuer will notify DTC of the particular amount of such maturity to be redeemed prior to maturity. DTC will determine by lot the amount of each Participant's interest in such maturity to be redeemed and each Participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. All prepayments shall be at a price of par plus accrued interest.

Section 7. Issuance of Bonds in Book-Entry Form; Replacement Bonds.

a) Notwithstanding the other provisions of this Resolution regarding registration, ownership, transfer, payment and exchange of the Bonds, unless the Issuer determines to permit the exchange of Depository Bonds for Bonds in Authorized Denominations, the

Bonds shall be issued as Depository Bonds in denominations of the entire principal amount of each maturity of Bonds (or, if a portion of said principal amount is prepaid, said principal amount less the prepaid amount). The Bonds must be registered in the name of Cede & Co., as nominee for DTC. Payment of semiannual interest for any Bonds registered in the name of Cede & Co. will be made by wire transfer or New York Clearing House or equivalent next day funds to the account of Cede & Co. on the interest payment date for the Bonds at the address indicated or in the Representation Letter.

b) The Bonds will be initially issued in the form of separate single authenticated fully registered bonds in the amount of each stated maturity of the Bonds. Upon initial issuance, the ownership of the Bonds will be registered in the registry books of the Bankers Trust Company kept by the Paying Agent and Registrar in the name of Cede & Co., as nominee of DTC. The Paying Agent and Registrar and the Issuer may treat DTC (or its nominee) as the sole and exclusive owner of the Bonds registered in its name for the purposes of payment of the principal or redemption price of or interest on the Bonds, selecting the Bonds or portions to be redeemed, giving any notice permitted or required to be given to registered owners of Bonds under the Resolution of the Issuer, registering the transfer of Bonds, obtaining any consent or other action to be taken by registered owners of the Bonds and for other purposes. The Paying Agent, Registrar and the Issuer have no responsibility or obligation to any Participant or Beneficial Owner of the Bonds under or through DTC with respect to the accuracy of records maintained by DTC or any Participant; with respect to the payment by DTC or Participant of an amount of principal or redemption price of or interest on the Bonds; with respect to any notice given to owners of Bonds under the Resolution; with respect to the Participant(s) selected to receive payment in the event of a partial redemption of the Bonds, or a consent given or other action taken by DTC as registered owner of the Bonds. The Paying Agent and Registrar shall pay all principal of and premium, if any, and interest on the Bonds only to Cede & Co. in accordance with the Representation Letter, and all payments are valid and effective to fully satisfy and discharge the Issuer's obligations with respect to the principal of and premium, if any, and interest on the Bonds to the extent of the sum paid. DTC must receive an authenticated Bond for each separate stated maturity evidencing the obligation of the Issuer to make payments of principal of and premium, if any, and interest. Upon delivery by DTC to the Paying Agent and Registrar of written notice that DTC has determined to substitute a new nominee in place of Cede & Co., the Bonds will be transferable to the new nominee in accordance with this Section.

c) In the event the Issuer determines that it is in the best interest of the Beneficial Owners that they be able to obtain Bonds certificates, the Issuer may notify DTC and the Paying Agent and Registrar, whereupon DTC will notify the Participants, of the availability through DTC of Bonds certificates. The Bonds will be transferable in accordance with this Section. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the Issuer and the Paying Agent and Registrar and discharging its responsibilities under applicable law. In this event, the Bonds will be transferable in accordance with this Section.

d) Notwithstanding any other provision of the Resolution to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments

with respect to the principal of and premium, if any, and interest on the Bond and all notices must be made and given, respectively to DTC as provided in the Representation letter.

e) In connection with any notice or other communication to be provided to Bondholders by the Issuer or the Paying Agent and Registrar with respect to a consent or other action to be taken by Bondholders, the Issuer or the Paying Agent and Registrar, as the case may be, shall establish a record date for the consent or other action and give DTC notice of the record date not less than 15 calendar days in advance of the record date to the extent possible. Notice to DTC must be given only when DTC is the sole Bondholder.

f) The Representation Letter is on file with DTC and sets forth certain matters with respect to, among other things, notices, consents and approvals by Bondholders and payments on the Bonds. The execution and delivery of the Representation Letter to DTC by the Issuer is ratified and confirmed.

g) In the event that a transfer or exchange of the Bonds is permitted under this Section, the transfer or exchange may be accomplished upon receipt by the Registrar from the registered owners of the Bonds to be transferred or exchanged and appropriate instruments of transfer. In the event Bond certificates are issued to holders other than Cede & Co., its successor as nominee for DTC as holder of all the Bonds, or other securities depository as holder of all the Bonds, the provisions of the Resolution apply to, among other things, the printing of certificates and the method or payment of principal of and interest on the certificates. Any substitute depository shall be designated in writing by the Issuer to the Paying Agent. Any such substitute depository shall be a qualified and registered "clearing agency" as provided in Section 17A of the Securities Exchange Act of 1934, as amended. The substitute depository shall provide for (i) immobilization of the Depository Bonds, (ii) registration and transfer of interests in Depository Bonds by book entries made on records of the depository or its nominee and (iii) payment of principal of, premium, if any, and interest on the Bonds in accordance with and as such interests may appear with respect to such book entries.

h) The officers of the Issuer are authorized and directed to prepare and furnish to the purchaser, and to the attorneys approving the legality of Bonds, certified copies of proceedings, ordinances, resolutions and records and all certificates and affidavits and other instruments as may be required to evidence the legality and marketability of the Bonds, and all certified copies, certificates, affidavits and other instruments constitute representations of the Issuer as to the correctness of all stated or recited facts.

Section 8. Registration of Bonds; Appointment of Registrar; Transfer; Ownership; Delivery; and Cancellation.

a) Registration. The ownership of Bonds may be transferred only by the making of an entry upon the books kept for the registration and transfer of ownership of the Bonds, and in no other way. Bankers Trust Company is hereby appointed as Bond Registrar under the terms of this Resolution and under the provisions of a separate

agreement with the Issuer filed herewith which is made a part hereof by this reference. Registrar shall maintain the books of the Issuer for the registration of ownership of the Bonds for the payment of principal of and interest on the Bonds as provided in this Resolution. All Bonds shall be negotiable as provided in Article 8 of the Uniform Commercial Code and Section 384.31 of the Code of Iowa, subject to the provisions for registration and transfer contained in the Bonds and in this Resolution.

b) Transfer. The ownership of any Bond may be transferred only upon the Registration Books kept for the registration and transfer of Bonds and only upon surrender thereof at the office of the Registrar together with an assignment duly executed by the holder or his duly authorized attorney in fact in such form as shall be satisfactory to the Registrar, along with the address and social security number or federal employer identification number of such transferee (or, if registration is to be made in the name of multiple individuals, of all such transferees). In the event that the address of the registered owner of a Bond (other than a registered owner which is the nominee of the broker or dealer in question) is that of a broker or dealer, there must be disclosed on the Registration Books the information pertaining to the registered owner required above. Upon the transfer of any such Bond, a new fully registered Bond, of any denomination or denominations permitted by this Resolution in aggregate principal amount equal to the unmatured and unredeemed principal amount of such transferred fully registered Bond, and bearing interest at the same rate and maturing on the same date or dates shall be delivered by the Registrar.

c) Registration of Transferred Bonds. In all cases of the transfer of the Bonds, the Registrar shall register, at the earliest practicable time, on the Registration Books, the Bonds, in accordance with the provisions of this Resolution.

d) Ownership. As to any Bond, the person in whose name the ownership of the same shall be registered on the Registration Books of the Registrar shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal of any such Bonds and the premium, if any, and interest thereon shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond, including the interest thereon, to the extent of the sum or sums so paid.

e) Cancellation. All Bonds which have been redeemed shall not be reissued but shall be cancelled by the Registrar. All Bonds which are cancelled by the Registrar shall be destroyed and a certificate of the destruction thereof shall be furnished promptly to the Issuer; provided that if the Issuer shall so direct, the Registrar shall forward the cancelled Bonds to the Issuer.

f) Non-Presentation of Bonds. In the event any payment check representing payment of principal of or interest on the Bonds is returned to the Paying Agent or if any bond is not presented for payment of principal at the maturity or redemption date, if funds sufficient to pay such principal of or interest on Bonds shall have been made available to the Paying Agent for the benefit of the owner thereof, all liability of the Issuer to the owner thereof for such interest or payment of such Bonds shall forthwith cease, terminate

and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the owner of such Bonds who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Resolution or on, or with respect to, such interest or Bonds. The Paying Agent's obligation to hold such funds shall continue for a period equal to two years and six months following the date on which such interest or principal became due, whether at maturity, or at the date fixed for redemption thereof, or otherwise, at which time the Paying Agent, shall surrender any remaining funds so held to the Issuer, whereupon any claim under this Resolution by the Owners of such interest or Bonds of whatever nature shall be made upon the Issuer.

g) Registration and Transfer Fees. The Registrar may furnish to each owner, at the Issuer's expense, one bond for each annual maturity. The Registrar shall furnish additional Bonds in lesser denominations (but not less than the minimum denomination) to an owner who so requests.

Section 9. Reissuance of Mutilated, Destroyed, Stolen or Lost Bonds. In case any outstanding Bond shall become mutilated or be destroyed, stolen or lost, the Issuer shall at the request of Registrar authenticate and deliver a new Bond of like tenor and amount as the Bond so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Bond to Registrar, upon surrender of such mutilated Bond, or in lieu of and substitution for the Bond destroyed, stolen or lost, upon filing with the Registrar evidence satisfactory to the Registrar and Issuer that such Bond has been destroyed, stolen or lost and proof of ownership thereof, and upon furnishing the Registrar and Issuer with satisfactory indemnity and complying with such other reasonable regulations as the Issuer or its agent may prescribe and paying such expenses as the Issuer may incur in connection therewith.

Section 10. Record Date. Payments of principal and interest, otherwise than upon full redemption, made in respect of any Bond, shall be made to the registered holder thereof or to their designated agent as the same appear on the books of the Registrar on the 15th day of the month preceding the payment date. All such payments shall fully discharge the obligations of the Issuer in respect of such Bonds to the extent of the payments so made. Payment of principal shall only be made upon surrender of the Bond to the Paying Agent.

Section 11. Execution, Authentication and Delivery of the Bonds. Upon the adoption of this Resolution, the Mayor and Clerk shall execute the Bonds by their manual or authorized signature and deliver the Bonds to the Registrar, who shall authenticate the Bonds and deliver the same to or upon order of the Purchaser. No Bond shall be valid or obligatory for any purpose or shall be entitled to any right or benefit hereunder unless the Registrar shall duly endorse and execute on such Bond a Certificate of Authentication substantially in the form of the Certificate herein set forth. Such Certificate upon any Bond executed on behalf of the Issuer shall be conclusive evidence that the Bond so authenticated has been duly issued under this Resolution and that the holder thereof is entitled to the benefits of this Resolution.

No Bonds shall be authenticated and delivered by the Registrar unless and until there shall have been provided the following:

1. A certified copy of the Resolution of Issuer authorizing the issuance of the Bonds;
2. A written order of Issuer signed by the Treasurer of the Issuer directing the authentication and delivery of the Bonds to or upon the order of the Purchaser upon payment of the purchase price as set forth therein;
3. The approving opinion of Ahlers & Cooney, P.C., Bond Counsel, concerning the validity and legality of all the Bonds proposed to be issued.

Section 12. Right to Name Substitute Paying Agent or Registrar. Issuer reserves the right to name a substitute, successor Registrar or Paying Agent upon giving prompt written notice to each registered bondholder.

Section 13. Form of Bond. Bonds shall be printed substantially in the form as follows:

"STATE OF IOWA"
 "COUNTY OF POLK"
 "CITY OF WEST DES MOINES"
 "GENERAL OBLIGATION BOND"
 "SERIES 2016C"
 CORPORATE PURPOSE

Rate: _____
 Maturity: _____
 Bond Date: November 16, 2016
 CUSIP No.: _____
 "Registered"
 Certificate No. _____
 Principal Amount: \$ _____

The City of West Des Moines, State of Iowa, a municipal corporation organized and existing under and by virtue of the Constitution and laws of the State of Iowa (the "Issuer"), for value received, promises to pay from the source and as hereinafter provided, on the maturity date indicated above, to

(Registration panel to be completed by Registrar or Printer with name of Registered Owner).

or registered assigns, the principal sum of (enter principal amount in long form) THOUSAND DOLLARS in lawful money of the United States of America, on the maturity date shown above, only upon presentation and surrender hereof at the office of Bankers Trust Company, Paying Agent of this issue, or its successor, with interest on the sum from the date hereof until paid at the rate per annum specified above, payable on June 1, 2017, and semiannually thereafter on the 1st day of June and December in each year.

Interest and principal shall be paid to the registered holder of the Bond as shown on the records of ownership maintained by the Registrar as of the 15th day of the month preceding such interest payment date. Interest shall be computed on the basis of a 360-day year of twelve 30-day months.

This Bond is issued pursuant to the provisions of Sections 384.25, 384.26 and 384.28 of the Code of Iowa, for the purpose of paying 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; improvements and equipping the library, city hall, and parking lot improvements at various city facilities; improvements at the Valley View Aquatic Center, and site development for a new 39th Street Park; HVAC improvements to Fire/EMS station #18; and improvements to the Law Enforcement Center, in conformity to a Resolution of the Council of said City duly passed and approved.

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a limited purpose trust company ("DTC"), to the Issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other Issuer as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

Bonds maturing after June 1, 2023, may be called for optional redemption by the Issuer and paid before maturity on said date or any date thereafter, from any funds regardless of source, in whole or from time to time in part, in any order of maturity and within an annual maturity by lot. The terms of redemption shall be par, plus accrued interest to date of call.

Thirty days' written notice of redemption shall be given to the registered owner of the Bond. Failure to give written notice to any registered owner of the Bonds or any defect therein shall not affect the validity of any proceedings for the redemption of the Bonds. All bonds or portions thereof called for redemption will cease to bear interest after the specified redemption date, provided funds for their redemption are on deposit at the place of payment. Written notice will be deemed completed upon transmission to the owner of record.

If selection by lot within a maturity is required, the Registrar shall designate the Bonds to be redeemed by random selection of the names of the registered owners of the entire annual maturity until the total amount of Bonds to be called has been reached.

If less than all of a maturity is called for redemption, the Issuer will notify DTC of the particular amount of such maturity to be redeemed prior to maturity. DTC will determine by lot the amount of each Participant's interest in such maturity to be redeemed and each Participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. All prepayments shall be at a price of par plus accrued interest.

Ownership of this Bond may be transferred only by transfer upon the books kept for such purpose by Bankers Trust Company, the Registrar. Such transfer on the books shall occur only upon presentation and surrender of this Bond at the office of the Registrar as designated below, together with an assignment duly executed by the owner hereof or his duly authorized attorney in the form as shall be satisfactory to the Registrar. Issuer reserves the right to substitute the Registrar and Paying Agent but shall, however, promptly give notice to registered Bondholders of such change. All bonds shall be negotiable as provided in Article 8 of the Uniform Commercial Code and Section 384.31 of the Code of Iowa, subject to the provisions for registration and transfer contained in the Bond Resolution.

And it is hereby represented and certified that all acts, conditions and things requisite, according to the laws and Constitution of the State of Iowa, to exist, to be had, to be done, or to be performed precedent to the lawful issue of this Bond, have been existent, had, done and performed as required by law; that provision has been made for the levy of a sufficient continuing annual tax on all the taxable property within the territory of the Issuer for the payment of the principal and interest of this Bond as the same will respectively become due; that such taxes have been irrevocably pledged for the prompt payment hereof, both principal and interest; and the total indebtedness of the Issuer including this Bond, does not exceed the constitutional or statutory limitations.

IN TESTIMONY WHEREOF, the Issuer by its Council, has caused this Bond to be signed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk, with the seal of the City printed or impressed hereon, and to be authenticated by the manual signature of an authorized representative of the Registrar, Bankers Trust Company, Des Moines, Iowa.

Date of authentication: _____

This is one of the Bonds described in the within mentioned Resolution, as registered by Bankers Trust Company.

BANKERS TRUST COMPANY, Registrar

By: _____

Authorized Signature

Registrar and Transfer Agent: Bankers Trust Company

Paying Agent: Bankers Trust Company

SEE REVERSE FOR CERTAIN DEFINITIONS

(Seal)

(Signature Block)

CITY OF WEST DES MOINES, STATE OF IOWA

By: _____ (manual or facsimile signature)

Mayor

ATTEST:

By: _____ (manual or facsimile signature)
City Clerk

(Information Required for Registration)

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ (Social Security or Tax Identification No. _____) the within Bond and does hereby irrevocably constitute and appoint _____ attorney in fact to transfer the said Bond on the books kept for registration of the within Bond, with full power of substitution in the premises.

Dated: _____

(Person(s) executing this Assignment sign(s) here)

SIGNATURE)
GUARANTEED) _____

IMPORTANT - READ CAREFULLY

The signature(s) to this Power must correspond with the name(s) as written upon the face of the certificate(s) or bond(s) in every particular without alteration or enlargement or any change whatever. Signature guarantee must be provided in accordance with the prevailing standards and procedures of the Registrar and Transfer Agent. Such standards and procedures may require signature to be guaranteed by certain eligible guarantor institutions that participate in a recognized signature guarantee program.

INFORMATION REQUIRED FOR REGISTRATION OF TRANSFER

Name of Transferee(s) _____
Address of Transferee(s) _____
Social Security or Tax Identification _____
Number of Transferee(s) _____
Transferee is a(n):
Individual* _____ Corporation _____
Partnership _____ Trust _____

*If the Bond is to be registered in the names of multiple individual owners, the names of all such owners and one address and social security number must be provided.

The following abbreviations, when used in the inscription on the face of this Bond, shall be construed as though written out in full according to applicable laws or regulations:

TEN COM - as tenants in common
TEN ENT - as tenants by the entireties
JT TEN - as joint tenants with rights of survivorship and not as tenants in common
IA UNIF TRANS MIN ACT - Custodian
(Cust) (Minor)
Under Iowa Uniform Transfers to Minors Act.....
(State)

ADDITIONAL ABBREVIATIONS MAY
ALSO BE USED THOUGH NOT IN THE ABOVE LIST

(End of form of Bond)

Section 14. Closing Documents. The Mayor and City Clerk are authorized and directed to execute, attest, seal and deliver for and on behalf of the City any other additional certificates, documents, or other papers and perform all other acts, including without limitation the execution of all closing documents, as they may deem necessary or appropriate in order to implement and carry out the intent and purposes of this Resolution.

Section 15. Contract Between Issuer and Purchaser. This Resolution constitutes a contract between said City and the purchaser of the Bonds.

Section 16. Non-Arbitrage Covenants. The Issuer reasonably expects and covenants that no use will be made of the proceeds from the issuance and sale of the Bonds issued hereunder which will cause any of the Bonds to be classified as arbitrage bonds within the meaning of Sections 148(a) and (b) of the Internal Revenue Code of the United States, as amended, and that throughout the term of the Bonds it will comply with the requirements of statutes and regulations issued thereunder.

To the best knowledge and belief of the Issuer, there are no facts or circumstances that would materially change the foregoing statements or the conclusion that it is not expected that the proceeds of the Bonds will be used in a manner that would cause the Bonds to be arbitrage bonds.

Section 17. Approval of Tax Exemption Certificate. Attached hereto is a form of Tax Exemption Certificate stating the Issuer's reasonable expectations as to the use of the proceeds of the Bonds. The form of Tax Exemption Certificate is approved. The Issuer hereby agrees to comply with the provisions of the Tax Exemption Certificate and the provisions of the Tax Exemption Certificate are hereby incorporated by reference as part of this Resolution. The Financial Director is hereby directed to make and insert all calculations and determinations necessary to complete the Tax Exemption Certificate at issuance of the Bonds to certify as to the reasonable expectations and covenants of the Issuer at that date.

Section 18. Continuing Disclosure. The Issuer hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate, and the provisions of the Continuing Disclosure Certificate are hereby incorporated by reference as part of this Resolution and made a part hereof. Notwithstanding any other provision of this Resolution, failure of the Issuer to comply with the Continuing Disclosure Certificate shall not be considered an event of default under this Resolution; however, any holder of the Bonds or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking specific performance by court order, to cause the Issuer to comply with its obligations under the Continuing Disclosure Certificate. For purposes of this section, "Beneficial Owner" means any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bond (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

Section 19. Additional Covenants, Representations and Warranties of the Issuer. The Issuer certifies and covenants with the purchasers and holders of the Bonds from time to time outstanding that the Issuer through its officers, (a) will make such further specific covenants, representations and assurances as may be necessary or advisable; (b) comply with all representations, covenants and assurances contained in the Tax Exemption Certificate, which Tax Exemption Certificate shall constitute a part of the contract between the Issuer and the owners of the Bonds; (c) consult with Bond Counsel (as defined in the Tax Exemption Certificate); (d) pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Bonds; (e) file such forms, statements and supporting documents as may be required and in a timely manner; and (f) if deemed necessary or advisable by its officers, to employ and pay fiscal agents, financial advisors, attorneys and other persons to assist the Issuer in such compliance.

Section 20. Amendment of Resolution to Maintain Tax Exemption. This Resolution may be amended without the consent of any owner of the Bonds if, in the opinion of Bond Counsel, such amendment is necessary to maintain tax exemption with respect to the Bonds under applicable Federal law or regulations.

Section 21. Repeal of Conflicting Resolutions or Ordinances. All ordinances and resolutions and parts of ordinances and resolutions in conflict herewith are hereby repealed.

Section 22. Severability Clause. If any section, paragraph, clause or provision of this Resolution be held invalid, such invalidity shall not affect any of the remaining provisions hereof, and this Resolution shall become effective immediately upon its passage and approval.

PASSED AND APPROVED this 31st day of October, 2016.

Mayor

ATTEST:

City Clerk

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

ITEM: Issuance of \$10,700,000 General Obligation Urban Renewal Bonds (Series 2016D) -- Final Action Items **DATE:** October 31, 2016

FINANCIAL IMPACT: Final all-in interest rate on the 2016D General Obligation Urban Renewal Bonds is 2.31% based on bids received on October 17, 2016. Total net interest cost to be paid over the life of the bonds is \$2,651,752.08. Annual principal payments are due each June 1, principal and interest is due each June 1 and December 1, and final payment is scheduled for June 1, 2030.

BACKGROUND: The two resolutions are final actions needed to complete the sale of the 2016D General Obligation Urban Renewal Bonds. The first resolution appoints Bankers Trust Company as Paying Agent, Registrar, and Transfer Agent for these issues, a capacity in which they also serve for the City's other registered bond issuances. The next resolution formally commits the City Council (and future City Councils) to this particular bond sale arrangement and identifies the need to collect annual property taxes necessary for its payment. Also included with the second resolution is Council action to approve a Tax Exemption Certificate and Continuing Disclosure Certificate.

All of the associated documents have been prepared by Bond Counsel and, because they are lengthy documents which are nearly identical to those previously approved by Council with previous bond issuances, they were not attached with this item but are available in the City Clerk's office for viewing.

RECOMMENDATION: Resolution – Appointing Paying Agent, Registrar, and Transfer Agent
Resolution – Authorizing the Issuance; Approval of the Tax Exemption Certificate and Continuing Disclosure Certificate

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			
Dates Reviewed			
Recommendation	Yes	No	Split

Council Member _____ introduced the following resolution entitled "RESOLUTION APPOINTING BANKERS TRUST COMPANY OF DES MOINES, IOWA, TO SERVE AS PAYING AGENT, BOND REGISTRAR, AND TRANSFER AGENT, APPROVING THE PAYING AGENT AND BOND REGISTRAR AND TRANSFER AGENT AGREEMENT AND AUTHORIZING THE EXECUTION OF THE AGREEMENT", and moved that the resolution be adopted. Council Member _____ seconded the motion to adopt. The roll was called and the vote was,

AYES: _____

NAYS: _____

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

RESOLUTION APPOINTING BANKERS TRUST COMPANY OF DES MOINES, IOWA, TO SERVE AS PAYING AGENT, BOND REGISTRAR, AND TRANSFER AGENT, APPROVING THE PAYING AGENT AND BOND REGISTRAR AND TRANSFER AGENT AGREEMENT AND AUTHORIZING THE EXECUTION OF THE AGREEMENT

WHEREAS, \$10,700,000 General Obligation Urban Renewal Bonds, Series 2016D, dated November 16, 2016, have been sold and action should now be taken to provide for the maintenance of records, registration of certificates and payment of principal and interest in connection with the issuance of the Bonds; and

WHEREAS, this Council has deemed that the services offered by Bankers Trust Company of Des Moines, Iowa, are necessary for compliance with rules, regulations, and requirements governing the registration, transfer and payment of registered bonds; and

WHEREAS, a Paying Agent, Bond Registrar and Transfer Agent Agreement (hereafter "Agreement") has been prepared to be entered into between the City and Bankers Trust Company.

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

1. That Bankers Trust Company of Des Moines, Iowa, is hereby appointed to serve as Paying Agent, Bond Registrar and Transfer Agent in connection with the issuance of

\$10,700,000 General Obligation Urban Renewal Bonds, Series 2016D, dated November 16, 2016.

2. That the Agreement with Bankers Trust Company of Des Moines, Iowa, is hereby approved and that the Mayor and Clerk are authorized to sign the Agreement on behalf of the City.

PASSED AND APPROVED this 31st day of October, 2016.

Mayor

ATTEST:

City Clerk

Council Member _____ introduced the following Resolution entitled "RESOLUTION AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF \$10,700,000 GENERAL OBLIGATION URBAN RENEWAL BONDS, SERIES 2016D, AND LEVYING A TAX TO PAY SAID BONDS; APPROVAL OF THE TAX EXEMPTION CERTIFICATE AND CONTINUING DISCLOSURE CERTIFICATE" and moved that it be adopted. Council Member _____ seconded the motion to adopt, and the roll being called thereon, the vote was as follows:

AYES: _____

NAYS: _____

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

**RESOLUTION AUTHORIZING AND PROVIDING FOR THE
ISSUANCE OF \$10,700,000 GENERAL OBLIGATION URBAN
RENEWAL BONDS, SERIES 2016D, AND LEVYING A TAX
TO PAY SAID BONDS; APPROVAL OF THE TAX
EXEMPTION CERTIFICATE AND CONTINUING
DISCLOSURE CERTIFICATE**

WHEREAS, the Issuer is duly incorporated, organized and exists under and by virtue of the laws and Constitution of the State of Iowa; and

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 \$10,700,000 General Obligation Urban Renewal Bonds of said remaining authority in furtherance of said purposes; and

WHEREAS, pursuant to the provisions of Chapter 75 of the Code of Iowa, the above mentioned Bonds were heretofore sold at public sale and action should now be taken to issue said Bonds conforming to the terms and conditions of the best bid received at the advertised public sale.

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

Section 1. Definitions. The following terms shall have the following meanings in this Resolution unless the text expressly or by necessary implication requires otherwise:

- "Authorized Denominations" shall mean \$5,000 or any integral multiple thereof.
- "Beneficial Owner" shall mean, whenever used with respect to a Bond, the person in whose name such Bond is recorded as the beneficial owner of such Bond by a Participant on the records of such Participant or such person's subrogee.
- "Blanket Issuer Letter of Representations" shall mean the Representation Letter from the Issuer to DTC, with respect to the Bonds.
- "Bond Fund" shall mean the fund created in Section 3 of this Resolution.
- "Bonds" shall mean \$10,700,000 General Obligation Urban Renewal Bonds, Series 2016D, authorized to be issued by this Resolution.
- "Cede & Co." shall mean Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Bonds.
- "Continuing Disclosure Certificate" shall mean that certain Continuing Disclosure Certificate approved under the terms of this Resolution and to be executed by the Issuer and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.
- "Depository Bonds " shall mean the Bonds as issued in the form of one global certificate for each maturity, registered in the Registration Books maintained by the Registrar in the name of DTC or its nominee.

- "DTC" shall mean The Depository Trust Company, New York, New York, which will act as security depository for the Bond pursuant to the Representation Letter.
- "Issuer" and "City" shall mean the City of West Des Moines, State of Iowa.
- "Participants" shall mean those broker-dealers, banks and other financial institutions for which DTC holds Bonds as securities depository.
- "Paying Agent" shall mean Bankers Trust Company, or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein as Issuer's agent to provide for the payment of principal of and interest on the Bonds as the same shall become due.
- "Project" shall mean the 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; including capitalized interest and costs of issuance for bonds issued for these projects.
- "Project Fund" shall mean the fund required to be established by this Resolution for the deposit of the proceeds of the Bonds.
- "Rebate Fund" shall mean the fund so defined in and established pursuant to the Tax Exemption Certificate.
- "Registrar" shall mean Bankers Trust Company of Des Moines, Iowa, or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein with respect to maintaining a register of the owners of the Bonds. Unless otherwise specified, the Registrar shall also act as Transfer Agent for the Bonds.
- "Resolution" shall mean this resolution authorizing the Bonds.

- "Tax Exemption Certificate" shall mean the Tax Exemption Certificate approved under the terms of this Resolution and to be executed by the Treasurer and delivered at the time of issuance and delivery of the Bonds.

- "Treasurer" shall mean the Financial Director or such other officer as shall succeed to the same duties and responsibilities with respect to the recording and payment of the Bonds issued hereunder.

Section 2. Levy and Certification of Annual Tax; Other Funds to be Used.

a) Levy of Annual Tax. That for the purpose of providing funds to pay the principal and interest of the Bonds hereinafter authorized to be issued, there is hereby levied for each future year the following direct annual tax on all of the taxable property in West Des Moines, Iowa, to-wit:

AMOUNT	FISCAL YEAR (JULY 1 TO JUNE 30) YEAR OF COLLECTION
\$ 276,502.08*	2016/2017
\$ 423,850.00	2017/2018
\$1,056,850.00	2018/2019
\$1,054,800.00	2019/2020
\$1,052,150.00	2020/2021
\$1,053,900.00	2021/2022
\$1,056,900.00	2022/2023
\$1,053,500.00	2023/2024
\$1,053,900.00	2024/2025
\$1,050,900.00	2025/2026
\$1,052,600.00	2026/2027
\$1,054,550.00	2027/2028
\$1,055,600.00	2028/2029
\$1,055,750.00	2029/2030

*Payable from available cash on hand.

(NOTE: For example the levy to be made and certified against the taxable valuations of January 1, 2015 will be collected during the fiscal year commencing July 1, 2016.)

b) Resolution to be Filed With County Auditor. A certified copy of this Resolution shall be filed with the Auditors of Polk, Warren, Madison and Dallas Counties, Iowa and each Auditor is hereby instructed in and for each of the years as provided, to levy and assess the tax hereby authorized in Section 2 of this Resolution, in like manner as other taxes are levied and assessed, and such taxes so levied in and for each of the years aforesaid be collected in like manner as other taxes of the City are collected, and when collected be used for the purpose of paying principal and interest on said Bonds issued in anticipation of the tax, and for no other purpose whatsoever.

c) Additional City Funds Available. Principal and interest coming due at any time when the proceeds of said tax on hand shall be insufficient to pay the same shall be promptly paid when due from current funds of the City available for that purpose and reimbursement shall be made from such special fund in the amounts thus advanced.

Section 3. Bond Fund. Said tax shall be assessed and collected each year at the same time and in the same manner as, and in addition to, all other taxes in and for the City, and when collected they shall be converted into a special fund within the Debt Service Fund to be known as the "GENERAL OBLIGATION BOND FUND NO. 4" (the "Bond Fund"), which is hereby pledged for and shall be used only for the payment of the principal of and interest on the Bonds hereinafter authorized to be issued; and also there shall be apportioned to said fund its proportion of taxes received by the City from property that is centrally assessed by the State of Iowa.

Section 4. Application of Bond Proceeds. Proceeds of the Bonds, other than accrued interest except as may be provided below, shall be credited to the Project Fund and expended therefrom for the purposes of issuance. Any amounts on hand in the Project Fund shall be available for the payment of the principal of or interest on the Bonds at any time that other funds shall be insufficient to the purpose, in which event such funds shall be repaid to the Project Fund at the earliest opportunity. Any balance on hand in the Project Fund and not immediately required for its purposes may be invested not inconsistent with limitations provided by law or this Resolution.

Section 5. Investment of Bond Fund Proceeds. All moneys held in the Bond Fund, provided for by Section 3 of this Resolution shall be invested in investments permitted by Chapter 12B, Code of Iowa, 2015, as amended, or deposited in financial institutions which are members of the Federal Deposit Insurance Corporation and the deposits in which are insured thereby and all such deposits exceeding the maximum amount insured from time to time by FDIC or its equivalent successor in any one financial institution shall be continuously secured in compliance with Chapter 12C of the Code of Iowa, 2015, as amended, or otherwise by a valid pledge of direct obligations of the United States Government having an equivalent market value. All such interim investments shall mature before the date on which the moneys are required for payment of principal of or interest on the Bonds as herein provided.

Section 6. Bond Details, Execution and Redemption.

a) Bond Details. General Obligation Urban Renewal Bonds of the City in the amount of \$10,700,000, shall be issued pursuant to the provisions of Sections 384.25 and 403.12 of the Code of Iowa for the aforesaid purposes. The Bonds shall be designated "GENERAL OBLIGATION URBAN RENEWAL BOND, SERIES 2016D", be dated November 16, 2016, and bear interest from the date thereof, until payment thereof, at the office of the Paying Agent, said interest payable on June 1, 2017, and semiannually thereafter on the 1st day of June and December in each year until maturity at the rates hereinafter provided.

The Bonds shall be executed by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the Clerk, and impressed or printed with the seal of the City and shall be fully registered as to both principal and interest as

provided in this Resolution; principal, interest and premium, if any, shall be payable at the office of the Paying Agent by mailing of a check to the registered owner of the Bond. The Bonds shall be in the denomination of \$5,000 or multiples thereof. The Bonds shall mature and bear interest as follows:

Principal Amount	Interest Rate	Maturity June 1 st
\$ 100,000	2.000%	2017
\$ 100,000	2.000%	2018
\$ 735,000	3.000%	2019
\$ 755,000	3.000%	2020
\$ 775,000	3.000%	2021
\$ 800,000	4.000%	2022
\$ 835,000	4.000%	2023
\$ 865,000	4.000%	2024
\$ 900,000	2.000%	2025
\$ 915,000	2.000%	2026
\$ 935,000	3.000%	2027
\$ 965,000	3.000%	2028
\$ 995,000	3.000%	2029
\$1,025,000	3.000%	2030

b) Redemption.

i. Optional Redemption. Bonds maturing after June 1, 2024, may be called for optional redemption by the Issuer on that date or any date thereafter, from any funds regardless of source, in whole or from time to time in part, in any order of maturity and within an annual maturity by lot. The terms of redemption shall be par, plus accrued interest to date of call.

Thirty days' written notice of redemption shall be given to the registered owner of the Bond. Failure to give written notice to any registered owner of the Bonds or any defect therein shall not affect the validity of any proceedings for the redemption of the Bonds. All Bonds or portions thereof called for redemption will cease to bear interest after the specified redemption date, provided funds for their redemption are on deposit at the place of payment. Written notice will be deemed completed upon transmission to the owner of record.

If selection by lot within a maturity is required, the Registrar shall designate the Bonds to be redeemed by random selection of the names of the registered owners of the entire annual maturity until the total amount of Bonds to be called has been reached.

If less than all of a maturity is called for redemption, the Issuer will notify DTC of the particular amount of such maturity to be redeemed prior to maturity. DTC will determine by lot the amount of each Participant's interest in such

maturity to be redeemed and each Participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. All prepayments shall be at a price of par plus accrued interest.

Section 7. Issuance of Bonds in Book-Entry Form; Replacement Bonds.

a) Notwithstanding the other provisions of this Resolution regarding registration, ownership, transfer, payment and exchange of the Bonds, unless the Issuer determines to permit the exchange of Depository Bonds for Bonds in Authorized Denominations, the Bonds shall be issued as Depository Bonds in denominations of the entire principal amount of each maturity of Bonds (or, if a portion of said principal amount is prepaid, said principal amount less the prepaid amount). The Bonds must be registered in the name of Cede & Co., as nominee for DTC. Payment of semiannual interest for any Bonds registered in the name of Cede & Co. will be made by wire transfer or New York Clearing House or equivalent next day funds to the account of Cede & Co. on the interest payment date for the Bonds at the address indicated or in the Representation Letter.

b) The Bonds will be initially issued in the form of separate single authenticated fully registered bonds in the amount of each stated maturity of the Bonds. Upon initial issuance, the ownership of the Bonds will be registered in the registry books of the Bankers Trust Company kept by the Paying Agent and Registrar in the name of Cede & Co., as nominee of DTC. The Paying Agent and Registrar and the Issuer may treat DTC (or its nominee) as the sole and exclusive owner of the Bonds registered in its name for the purposes of payment of the principal or redemption price of or interest on the Bonds, selecting the Bonds or portions to be redeemed, giving any notice permitted or required to be given to registered owners of Bonds under the Resolution of the Issuer, registering the transfer of Bonds, obtaining any consent or other action to be taken by registered owners of the Bonds and for other purposes. The Paying Agent, Registrar and the Issuer have no responsibility or obligation to any Participant or Beneficial Owner of the Bonds under or through DTC with respect to the accuracy of records maintained by DTC or any Participant; with respect to the payment by DTC or Participant of an amount of principal or redemption price of or interest on the Bonds; with respect to any notice given to owners of Bonds under the Resolution; with respect to the Participant(s) selected to receive payment in the event of a partial redemption of the Bonds, or a consent given or other action taken by DTC as registered owner of the Bonds. The Paying Agent and Registrar shall pay all principal of and premium, if any, and interest on the Bonds only to Cede & Co. in accordance with the Representation Letter, and all payments are valid and effective to fully satisfy and discharge the Issuer's obligations with respect to the principal of and premium, if any, and interest on the Bonds to the extent of the sum paid. DTC must receive an authenticated Bond for each separate stated maturity evidencing the obligation of the Issuer to make payments of principal of and premium, if any, and interest. Upon delivery by DTC to the Paying Agent and Registrar of written notice that DTC has determined to substitute a new nominee in place of Cede & Co., the Bonds will be transferable to the new nominee in accordance with this Section.

c) In the event the Issuer determines that it is in the best interest of the Beneficial Owners that they be able to obtain Bonds certificates, the Issuer may notify DTC and the

Paying Agent and Registrar, whereupon DTC will notify the Participants, of the availability through DTC of Bonds certificates. The Bonds will be transferable in accordance with this Section. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the Issuer and the Paying Agent and Registrar and discharging its responsibilities under applicable law. In this event, the Bonds will be transferable in accordance with this Section.

d) Notwithstanding any other provision of the Resolution to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal of and premium, if any, and interest on the Bond and all notices must be made and given, respectively to DTC as provided in the Representation letter.

e) In connection with any notice or other communication to be provided to Bondholders by the Issuer or the Paying Agent and Registrar with respect to a consent or other action to be taken by Bondholders, the Issuer or the Paying Agent and Registrar, as the case may be, shall establish a record date for the consent or other action and give DTC notice of the record date not less than 15 calendar days in advance of the record date to the extent possible. Notice to DTC must be given only when DTC is the sole Bondholder.

f) The Representation Letter is on file with DTC and sets forth certain matters with respect to, among other things, notices, consents and approvals by Bondholders and payments on the Bonds. The execution and delivery of the Representation Letter to DTC by the Issuer is ratified and confirmed.

g) In the event that a transfer or exchange of the Bonds is permitted under this Section, the transfer or exchange may be accomplished upon receipt by the Registrar from the registered owners of the Bonds to be transferred or exchanged and appropriate instruments of transfer. In the event Bond certificates are issued to holders other than Cede & Co., its successor as nominee for DTC as holder of all the Bonds, or other securities depository as holder of all the Bonds, the provisions of the Resolution apply to, among other things, the printing of certificates and the method or payment of principal of and interest on the certificates. Any substitute depository shall be designated in writing by the Issuer to the Paying Agent. Any such substitute depository shall be a qualified and registered "clearing agency" as provided in Section 17A of the Securities Exchange Act of 1934, as amended. The substitute depository shall provide for (i) immobilization of the Depository Bonds, (ii) registration and transfer of interests in Depository Bonds by book entries made on records of the depository or its nominee and (iii) payment of principal of, premium, if any, and interest on the Bonds in accordance with and as such interests may appear with respect to such book entries.

h) The officers of the Issuer are authorized and directed to prepare and furnish to the purchaser, and to the attorneys approving the legality of Bonds, certified copies of proceedings, ordinances, resolutions and records and all certificates and affidavits and other instruments as may be required to evidence the legality and marketability of the

Bonds, and all certified copies, certificates, affidavits and other instruments constitute representations of the Issuer as to the correctness of all stated or recited facts.

Section 8. Registration of Bonds; Appointment of Registrar; Transfer; Ownership; Delivery; and Cancellation.

a) Registration. The ownership of Bonds may be transferred only by the making of an entry upon the books kept for the registration and transfer of ownership of the Bonds, and in no other way. Bankers Trust Company is hereby appointed as Bond Registrar under the terms of this Resolution and under the provisions of a separate agreement with the Issuer filed herewith which is made a part hereof by this reference. Registrar shall maintain the books of the Issuer for the registration of ownership of the Bonds for the payment of principal of and interest on the Bonds as provided in this Resolution. All Bonds shall be negotiable as provided in Article 8 of the Uniform Commercial Code and Section 384.31 of the Code of Iowa, subject to the provisions for registration and transfer contained in the Bonds and in this Resolution.

b) Transfer. The ownership of any Bond may be transferred only upon the Registration Books kept for the registration and transfer of Bonds and only upon surrender thereof at the office of the Registrar together with an assignment duly executed by the holder or his duly authorized attorney in fact in such form as shall be satisfactory to the Registrar, along with the address and social security number or federal employer identification number of such transferee (or, if registration is to be made in the name of multiple individuals, of all such transferees). In the event that the address of the registered owner of a Bond (other than a registered owner which is the nominee of the broker or dealer in question) is that of a broker or dealer, there must be disclosed on the Registration Books the information pertaining to the registered owner required above. Upon the transfer of any such Bond, a new fully registered Bond, of any denomination or denominations permitted by this Resolution in aggregate principal amount equal to the unmatured and unredeemed principal amount of such transferred fully registered Bond, and bearing interest at the same rate and maturing on the same date or dates shall be delivered by the Registrar.

c) Registration of Transferred Bonds. In all cases of the transfer of the Bonds, the Registrar shall register, at the earliest practicable time, on the Registration Books, the Bonds, in accordance with the provisions of this Resolution.

d) Ownership. As to any Bond, the person in whose name the ownership of the same shall be registered on the Registration Books of the Registrar shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal of any such Bonds and the premium, if any, and interest thereon shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond, including the interest thereon, to the extent of the sum or sums so paid.

e) Cancellation. All Bonds which have been redeemed shall not be reissued but shall be cancelled by the Registrar. All Bonds which are cancelled by the Registrar shall

be destroyed and a certificate of the destruction thereof shall be furnished promptly to the Issuer; provided that if the Issuer shall so direct, the Registrar shall forward the cancelled Bonds to the Issuer.

f) Non-Presentation of Bonds. In the event any payment check representing payment of principal of or interest on the Bonds is returned to the Paying Agent or if any bond is not presented for payment of principal at the maturity or redemption date, if funds sufficient to pay such principal of or interest on Bonds shall have been made available to the Paying Agent for the benefit of the owner thereof, all liability of the Issuer to the owner thereof for such interest or payment of such Bonds shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the owner of such Bonds who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Resolution or on, or with respect to, such interest or Bonds. The Paying Agent's obligation to hold such funds shall continue for a period equal to two years and six months following the date on which such interest or principal became due, whether at maturity, or at the date fixed for redemption thereof, or otherwise, at which time the Paying Agent, shall surrender any remaining funds so held to the Issuer, whereupon any claim under this Resolution by the Owners of such interest or Bonds of whatever nature shall be made upon the Issuer.

g) Registration and Transfer Fees. The Registrar may furnish to each owner, at the Issuer's expense, one bond for each annual maturity. The Registrar shall furnish additional Bonds in lesser denominations (but not less than the minimum denomination) to an owner who so requests.

Section 9. Reissuance of Mutilated, Destroyed, Stolen or Lost Bonds. In case any outstanding Bond shall become mutilated or be destroyed, stolen or lost, the Issuer shall at the request of Registrar authenticate and deliver a new Bond of like tenor and amount as the Bond so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Bond to Registrar, upon surrender of such mutilated Bond, or in lieu of and substitution for the Bond destroyed, stolen or lost, upon filing with the Registrar evidence satisfactory to the Registrar and Issuer that such Bond has been destroyed, stolen or lost and proof of ownership thereof, and upon furnishing the Registrar and Issuer with satisfactory indemnity and complying with such other reasonable regulations as the Issuer or its agent may prescribe and paying such expenses as the Issuer may incur in connection therewith.

Section 10. Record Date. Payments of principal and interest, otherwise than upon full redemption, made in respect of any Bond, shall be made to the registered holder thereof or to their designated agent as the same appear on the books of the Registrar on the 15th day of the month preceding the payment date. All such payments shall fully discharge the obligations of the Issuer in respect of such Bonds to the extent of the payments so made. Payment of principal shall only be made upon surrender of the Bond to the Paying Agent.

Section 11. Execution, Authentication and Delivery of the Bonds. Upon the adoption of this Resolution, the Mayor and Clerk shall execute the Bonds by their manual or authorized signature and deliver the Bonds to the Registrar, who shall authenticate the Bonds and deliver the

same to or upon order of the Purchaser. No Bond shall be valid or obligatory for any purpose or shall be entitled to any right or benefit hereunder unless the Registrar shall duly endorse and execute on such Bond a Certificate of Authentication substantially in the form of the Certificate herein set forth. Such Certificate upon any Bond executed on behalf of the Issuer shall be conclusive evidence that the Bond so authenticated has been duly issued under this Resolution and that the holder thereof is entitled to the benefits of this Resolution.

No Bonds shall be authenticated and delivered by the Registrar unless and until there shall have been provided the following:

1. A certified copy of the Resolution of Issuer authorizing the issuance of the Bonds;
2. A written order of Issuer signed by the Treasurer of the Issuer directing the authentication and delivery of the Bonds to or upon the order of the Purchaser upon payment of the purchase price as set forth therein;
3. The approving opinion of Ahlers & Cooney, P.C., Bond Counsel, concerning the validity and legality of all the Bonds proposed to be issued.

Section 12. Right to Name Substitute Paying Agent or Registrar. Issuer reserves the right to name a substitute, successor Registrar or Paying Agent upon giving prompt written notice to each registered bondholder.

Section 13. Form of Bond. Bonds shall be printed substantially in the form as follows:

"STATE OF IOWA"
"COUNTY OF POLK"
"CITY OF WEST DES MOINES"
"GENERAL OBLIGATION URBAN RENEWAL BOND"
"SERIES 2016D"
ESSENTIAL CORPORATE URBAN RENEWAL PURPOSE

Rate: _____
Maturity: _____
Bond Date: November 16, 2016
CUSIP No.: _____
"Registered"
Certificate No. _____
Principal Amount: \$ _____

The City of West Des Moines, State of Iowa, a municipal corporation organized and existing under and by virtue of the Constitution and laws of the State of Iowa (the "Issuer"), for value received, promises to pay from the source and as hereinafter provided, on the maturity date indicated above, to

(Registration panel to be completed by Registrar or Printer with name of Registered Owner).

or registered assigns, the principal sum of (enter principal amount in long form) THOUSAND DOLLARS in lawful money of the United States of America, on the maturity date shown above, only upon presentation and surrender hereof at the office of Bankers Trust Company, Paying Agent of this issue, or its successor, with interest on the sum from the date hereof until paid at the rate per annum specified above, payable on June 1, 2017, and semiannually thereafter on the 1st day of June and December in each year.

Interest and principal shall be paid to the registered holder of the Bond as shown on the records of ownership maintained by the Registrar as of the 15th day of the month preceding such interest payment date. Interest shall be computed on the basis of a 360-day year of twelve 30-day months.

This Bond is issued pursuant to the provisions of Sections 384.25 and 403.12 of the Code of Iowa, for the purpose of paying 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; including capitalized interest and costs of issuance for bonds issued for these projects, in conformity to a Resolution of the Council of said City duly passed and approved.

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a limited purpose trust company ("DTC"), to the Issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other Issuer as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

Bonds maturing after June 1, 2024, may be called for optional redemption by the Issuer and paid before maturity on said date or any date thereafter, from any funds regardless of source, in whole or from time to time in part, in any order of maturity and within an annual maturity by lot. The terms of redemption shall be par, plus accrued interest to date of call.

Thirty days' written notice of redemption shall be given to the registered owner of the Bond. Failure to give written notice to any registered owner of the Bonds or any defect therein shall not affect the validity of any proceedings for the redemption of the Bonds. All bonds or portions thereof called for redemption will cease to bear interest after the specified redemption date, provided funds for their redemption are on deposit at the place of payment. Written notice will be deemed completed upon transmission to the owner of record.

If selection by lot within a maturity is required, the Registrar shall designate the Bonds to be redeemed by random selection of the names of the registered owners of the entire annual maturity until the total amount of Bonds to be called has been reached.

If less than all of a maturity is called for redemption, the Issuer will notify DTC of the particular amount of such maturity to be redeemed prior to maturity. DTC will determine by lot the amount of each Participant's interest in such maturity to be redeemed and each Participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. All prepayments shall be at a price of par plus accrued interest.

Ownership of this Bond may be transferred only by transfer upon the books kept for such purpose by Bankers Trust Company, the Registrar. Such transfer on the books shall occur only upon presentation and surrender of this Bond at the office of the Registrar as designated below, together with an assignment duly executed by the owner hereof or his duly authorized attorney in the form as shall be satisfactory to the Registrar. Issuer reserves the right to substitute the Registrar and Paying Agent but shall, however, promptly give notice to registered Bondholders of such change. All bonds shall be negotiable as provided in Article 8 of the Uniform Commercial Code and Section 384.31 of the Code of Iowa, subject to the provisions for registration and transfer contained in the Bond Resolution.

And it is hereby represented and certified that all acts, conditions and things requisite, according to the laws and Constitution of the State of Iowa, to exist, to be had, to be done, or to be performed precedent to the lawful issue of this Bond, have been existent, had, done and performed as required by law; that provision has been made for the levy of a sufficient continuing annual tax on all the taxable property within the territory of the Issuer for the payment of the principal and interest of this Bond as the same will respectively become due; that such taxes have been irrevocably pledged for the prompt payment hereof, both principal and interest; and the total indebtedness of the Issuer including this Bond, does not exceed the constitutional or statutory limitations.

IN TESTIMONY WHEREOF, the Issuer by its Council, has caused this Bond to be signed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk, with the seal of the City printed or impressed hereon, and to be authenticated by the manual signature of an authorized representative of the Registrar, Bankers Trust Company, Des Moines, Iowa.

Date of authentication: _____
This is one of the Bonds described in the within mentioned
Resolution, as registered by Bankers Trust Company.

BANKERS TRUST COMPANY, Registrar

By: _____

Authorized Signature

Registrar and Transfer Agent: Bankers Trust Company

Paying Agent: Bankers Trust Company

SEE REVERSE FOR CERTAIN DEFINITIONS

(Seal)

(Signature Block)

CITY OF WEST DES MOINES, STATE OF IOWA

By: _____ (manual or facsimile signature)

Mayor

ATTEST:

By: _____ (manual or facsimile signature)

City Clerk

(Information Required for Registration)

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ (Social Security or Tax Identification No. _____) the within Bond and does hereby irrevocably constitute and appoint _____ attorney in fact to transfer the said Bond on the books kept for registration of the within Bond, with full power of substitution in the premises.

Dated: _____

(Person(s) executing this Assignment sign(s) here)

SIGNATURE)
GUARANTEED) _____

IMPORTANT - READ CAREFULLY

The signature(s) to this Power must correspond with the name(s) as written upon the face of the certificate(s) or bond(s) in every particular without alteration or enlargement or any change whatever. Signature guarantee must be provided in accordance with the prevailing standards and procedures of the Registrar and Transfer Agent. Such standards and procedures may require signature to be guaranteed by certain eligible guarantor institutions that participate in a recognized signature guarantee program.

INFORMATION REQUIRED FOR REGISTRATION OF TRANSFER

Name of Transferee(s) _____
 Address of Transferee(s) _____
 Social Security or Tax Identification _____
 Number of Transferee(s) _____
 Transferee is a(n):
 Individual* _____ Corporation _____
 Partnership _____ Trust _____

*If the Bond is to be registered in the names of multiple individual owners, the names of all such owners and one address and social security number must be provided.

The following abbreviations, when used in the inscription on the face of this Bond, shall be construed as though written out in full according to applicable laws or regulations:

- TEN COM - as tenants in common
- TEN ENT - as tenants by the entireties
- JT TEN - as joint tenants with rights of survivorship and not as tenants in common
- IA UNIF TRANS MIN ACT - Custodian
 (Cust) (Minor)
 Under Iowa Uniform Transfers to Minors Act.....
 (State)

ADDITIONAL ABBREVIATIONS MAY
ALSO BE USED THOUGH NOT IN THE ABOVE LIST

(End of form of Bond)

Section 14. Closing Documents. The Mayor and City Clerk are authorized and directed to execute, attest, seal and deliver for and on behalf of the City any other additional certificates, documents, or other papers and perform all other acts, including without limitation the execution of all closing documents, as they may deem necessary or appropriate in order to implement and carry out the intent and purposes of this Resolution.

Section 15. Contract Between Issuer and Purchaser. This Resolution constitutes a contract between said City and the purchaser of the Bonds.

Section 16. Non-Arbitrage Covenants. The Issuer reasonably expects and covenants that no use will be made of the proceeds from the issuance and sale of the Bonds issued hereunder which will cause any of the Bonds to be classified as arbitrage bonds within the meaning of Sections 148(a) and (b) of the Internal Revenue Code of the United States, as amended, and that throughout the term of the Bonds it will comply with the requirements of statutes and regulations issued thereunder.

To the best knowledge and belief of the Issuer, there are no facts or circumstances that would materially change the foregoing statements or the conclusion that it is not expected that the proceeds of the Bonds will be used in a manner that would cause the Bonds to be arbitrage bonds.

Section 17. Approval of Tax Exemption Certificate. Attached hereto is a form of Tax Exemption Certificate stating the Issuer's reasonable expectations as to the use of the proceeds of the Bonds. The form of Tax Exemption Certificate is approved. The Issuer hereby agrees to comply with the provisions of the Tax Exemption Certificate and the provisions of the Tax Exemption Certificate are hereby incorporated by reference as part of this Resolution. The Financial Director is hereby directed to make and insert all calculations and determinations necessary to complete the Tax Exemption Certificate at issuance of the Bonds to certify as to the reasonable expectations and covenants of the Issuer at that date.

Section 18. Continuing Disclosure. The Issuer hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate, and the provisions of the Continuing Disclosure Certificate are hereby incorporated by reference as part of this Resolution and made a part hereof. Notwithstanding any other provision of this Resolution, failure of the Issuer to comply with the Continuing Disclosure Certificate shall not be considered an event of default under this Resolution; however, any holder of the Bonds or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking specific performance by court order, to cause the Issuer to comply with its obligations under the Continuing Disclosure Certificate. For purposes of this section, "Beneficial Owner" means any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bond (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

Section 19. Additional Covenants, Representations and Warranties of the Issuer. The Issuer certifies and covenants with the purchasers and holders of the Bonds from time to time outstanding that the Issuer through its officers, (a) will make such further specific covenants, representations and assurances as may be necessary or advisable; (b) comply with all representations, covenants and assurances contained in the Tax Exemption Certificate, which Tax Exemption Certificate shall constitute a part of the contract between the Issuer and the owners of the Bonds; (c) consult with Bond Counsel (as defined in the Tax Exemption Certificate); (d) pay to the United States, as necessary, such sums of money representing rebates of excess arbitrage profits relating to the Bonds; (e) file such forms, statements and

supporting documents as may be required and in a timely manner; and (f) if deemed necessary or advisable by its officers, to employ and pay fiscal agents, financial advisors, attorneys and other persons to assist the Issuer in such compliance.

Section 20. Amendment of Resolution to Maintain Tax Exemption. This Resolution may be amended without the consent of any owner of the Bonds if, in the opinion of Bond Counsel, such amendment is necessary to maintain tax exemption with respect to the Bonds under applicable Federal law or regulations.

Section 21. Repeal of Conflicting Resolutions or Ordinances. All ordinances and resolutions and parts of ordinances and resolutions in conflict herewith are hereby repealed.

Section 22. Severability Clause. If any section, paragraph, clause or provision of this Resolution be held invalid, such invalidity shall not affect any of the remaining provisions hereof, and this Resolution shall become effective immediately upon its passage and approval.

PASSED AND APPROVED this 31st day of October, 2016.

Mayor

ATTEST:

City Clerk

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

DATE: October 31, 2016

ITEM: West Green Industrial Park Plat 1, 175 S. 9th Street – Vacation request of public sanitary sewer easement – City Initiated – VAC-003254-2016

RESOLUTION: **Approval of Vacation Request**

FINANCIAL IMPACT: Undetermined.

BACKGROUND: On May 2, 2016, the Council approved a site plan to construct industrial buildings at 175 S. 9th Street (See Exhibit I – Location Map). As part of that site plan a sanitary sewer line was proposed to service the site and it was proposed to be public. As part of the site plan approval process, a sanitary sewer easement was put in place over the sewer line to allow the city to access and maintain the sewer line since it was public.

On October 17, 2016, the City Council approved a final plat which subdivided the property into 39 lots and 1 outlot for a condominium regime. The sanitary sewer was placed in an outlot and is no longer needed to be a public sewer, but rather will be a private sewer.

Therefore, the public sanitary sewer easement that was established with the site plan is no longer needed and should be vacated. Staff reviewed the easement vacation request and supports the vacation of the public easement.

OUTSTANDING ISSUES: There are no outstanding issues.

RECOMMENDATION: Based upon the preceding review and a finding of consistency with the goals and policies of the Comprehensive Plan, Staff recommends the City Council approve the vacation of an existing Public Sanitary Sewer easement at Book 16013 Page 268, and as attached in Exhibit II, subject to the applicant meeting all City Code requirements.

Lead Staff Member: Kara Tragesser, AICP

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

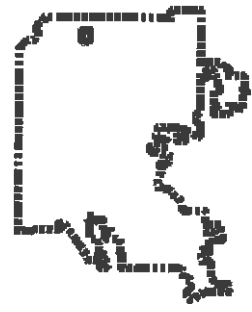
Published In	Des Moines Register Community Section
Date(s) Published	October 21, 2016
Letter sent to surrounding property owners	N/A

SUBCOMMITTEE REVIEW (if applicable)

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

ATTACHMENTS:

- Exhibit I - Location Map
- Exhibit II – City Council Resolution (No Conditions of Approval)



Legend

- Parcels
- Parks
- Greenways

175 S. 9th Street



1: 2,840



473.4 0 236.71 473.4 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



Prepared by: KTragesser, 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 VACATION REQUEST (VAC-003254-2016) FOR THE PURPOSE OF VACATING AN EXISTING PUBLIC SANITARY SEWER EASEMENT IN WEST GREEN INDUSTRIAL PARK AND RECORDED AT BOOK 16013 PAGE 268 IN THE POLK COUNTY, IOWA, RECORDER OFFICE

WHEREAS, pursuant to the provisions of Title 10, Chapter 1 et seq, of the West Des Moines Municipal Code, the City of West Des Moines requests approval of a Vacation Request (VAC-003254-2016) for an existing Public Sanitary Sewer located in West Green Industrial Park;

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 31, 2016, this City Council held a duly-noticed public hearing to consider the application for Vacation Request (VAC-003254-2016);

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, dated October 31, 2016, or as amended orally at the City Council hearing of October 31, 2016, are adopted.

SECTION 2. VACATION REQUEST (VAC-003254-2016) to vacate an existing Public Sanitary Sewer Easement recorded in Polk County, Book 16013, Page 268, and as included as Exhibit A, is approved subject to compliance with all the conditions in the staff report, dated October 31, 2016, including conditions added at the Hearing. Violation of any such conditions shall be grounds for any remedy, legal or equitable, which is available to the City.

PASSED AND ADOPTED on October 31, 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 31, 2016, by the following vote:

ATTEST:

Ryan Jacobson
City Clerk

Recorded: 5/24/2016 at 7:38:15.567 AM
Fee Amount: \$22.00
Revenue Tax:
Polk County, Iowa
Julie M. Haggerty RECORDER
Number: 201500203528
BK: 16013 PG: 268

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

SANITARY SEWER EASEMENT(S)

KNOW TO ALL MEN BY THESE PRESENTS:

1. **Grant of Easement(s)**

The undersigned, **Reid Tamisiea and Sara Tamisiea**, (hereinafter referred to as the "Grantor(s)"), owner(s) and/or developer(s) of Lots 2 and 3 Goodman Industrial Park, an official plat in and forming a part of the City of West Des Moines, Polk County, Iowa, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby sell, grant, and convey to the **City of West Des Moines, Iowa**, a municipal Corporation (hereinafter referred to as "the City"), a permanent and perpetual easement (hereinafter referred to as "Sanitary Sewer Easement" or "Easement(s)") and right-of-way upon, over, under, through and across the real property legally described as:

A part of lots 2 and 3, Goodman Industrial Park, an official plat in the City of West Des Moines, Polk County, Iowa more particularly described as follows:

A PUBLIC SANITARY SEWER EASEMENT LOCATED IN LOTS 2 AND 3 GOODMAN INDUSTRIAL PARK, AN OFFICIAL PLAT, CITY OF WEST DES MOINES, POLK COUNTY, IOWA, THAT IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A 30.00 FOOT EASEMENT CENTERED ON A LINE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 3, SAID POINT ALSO BEING ON THE WEST RIGHT-OF-WAY LINE OF SOUTH 9th STREET AS IT IS PRESENTLY ESTABLISHED; SAID POINT BEING ON A 64.50 FOOT RADIUS CURVE CONCAVE TO THE NORTHEAST; THENCE SOUTHEASTERLY 40.26 FEET ALONG THE EAST LINE OF SAID LOT 3 AND ALONG SAID RIGHT-OF-WAY AND SAID CURVE; SAID CURVE HAS A CHORD LENGTH OF 39.61 FEET AND A CHORD BEARING OF S17°40'38"E TO THE POINT OF BEGINNING; THENCE S19°41'58"W, 129.48 FEET; THENCE S45°05'27"W, 331.75 FEET; THENCE S46°06'23"W, 222.54 FEET; THENCE 45°50'38"W, 278.79 FEET TO WHERE SAID LINE TERMINATES.

AND

A PUBLIC SANITARY SEWER EASEMENT LOCATED IN LOT 3 GOODMAN INDUSTRIAL PARK, AN OFFICIAL PLAT, CITY OF WEST DES MOINES, POLK COUNTY, IOWA, THAT IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A 30.00 FOOT EASEMENT CENTERED ON A LINE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 3 SAID POINT ALSO BEING ON THE WEST RIGHT-OF-WAY LINE OF SOUTH 9th STREET AS IT IS PRESENTLY ESTABLISHED; SAID POINT BEING ON A 64.50 FOOT RADIUS CURVE CONCAVE TO THE NORTHEAST; THENCE SOUTHEASTERLY 40.26 FEET ALONG THE EAST LINE OF SAID LOT 3 AND ALONG SAID RIGHT-OF-WAY AND SAID CURVE; SAID CURVE HAS A CHORD LENGTH OF 39.61 FEET AND A CHORD BEARING OF S17°40'38"E; THENCE S19°41'58"W, 129.48 FEET; THENCE S45°05'27"W, 331.75 FEET TO THE POINT OF BEGINNING; THENCE N10°16'04"W, 155.73 FEET; THENCE N01°51'40"W, 223.51 FEET TO WHERE SAID LINE TERMINATES.

2. Use and Purpose of Easement(s).

This Easement shall be granted for the purpose of locating sanitary sewer(s) (hereinafter referred to as "Sewer(s)") and to permit and allow the city to enter at any time upon, over, under, through, and across into said Easement(s) herein described to use as much of the surface and sub-surface thereof to construct, replace, locate, rebuild, enlarge, reconstruct, patrol, repair (including the right to place and build additional Sewer(s) therein or to connect and/or join Sewer(s) and appurtenances thereto) and to forever maintain Sewer(s) whenever necessary within the Easement(s) granted herein. No structure or building of any kind whatsoever shall be erected upon property that is the subject of this Easement without the express written consent of the City.

3. Maintenance.

After the initial construction of the Sewer(s), and acceptance by the City, the City agrees, as part of the reconstruction, maintenance and patrolling of the Sewer(s), to restore and replace the Easement area(s) to substantially the same condition as prior to the time of entry or as agreed upon by the City and the Grantor(s), except the City shall not be required to replace landscaping, trees, shrubs, bushes, landscape elements, structures, or underground water systems nor shall the City be required to restore the Easement area by reason of settlement, depression, or any unknown conditions which arise subsequent to the restoration and/or replacing of the easement area; any subsequent restoration by reason of settlement, depression or any unknown conditions shall be the sole responsibility of the Grantor(s) at the Grantor(s)' sole expense.

4. Hold Harmless.

The Grantor(s) agrees to indemnify and hold harmless the City, its elected officials, employees, officers, agents, representatives, contractors, and attorneys from and against any and all claims or demands for liability, loss, damage, costs, expenses, or attorney's fees of any kind for actions or omissions of the Grantor(s) arising out of or in connection with any undertaking arising out of or otherwise related to this Easement.

5. Running of Benefits and Burdens.

The terms and conditions of this Easement are binding upon the Grantor including, but not limited to, future owners, developers, lessees or occupants. All provisions of this instrument, including benefits and burdens, run with the land and are binding upon and inure to the heirs, assigns, successors, tenants and personal representatives of the parties hereto.

6. Jurisdiction and Venue.

The City and the Grantor(s) agree the District Court of the State of Iowa shall have exclusive jurisdiction over the subject matter and enforcement of the terms and conditions of this Easement and said parties consent to the jurisdiction of the person being in Polk County, Iowa.

7. Words and Phrases.

Words and phrases shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to context.

8. Parties.

The term "City" as used herein shall refer to the City of West Des Moines, Iowa, its elected officials, agents, employees, officers, and contractors. The term "Grantor(s)" shall refer to Next Phase Development LLC, their heirs, assigns, successors-in-interest, or lessees, if any.

9. Attorney's Fees.

Either party may enforce this instrument by appropriate action, and should they prevail in such litigation they shall recover as part of their costs the reasonable attorney's fees incurred in such litigation.


10. Integration.

This Agreement shall constitute the entire Agreement between the parties and no amendments or additions to this Agreement shall be binding unless in writing and signed by both parties.

11. Paragraph Headings.

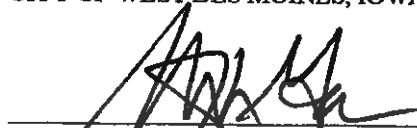
The paragraph headings in this Agreement are included solely for convenience and shall not affect or be used in connection with, the interpretation of this Agreement.

Dated this 19th day of April, 2016

By: 
Reid Tamisiea, Property Owner

By: 
Sara Tamisiea, Property Owner

CITY OF WEST DES MOINES, IOWA


Steven Gaer, Mayor

Attest:


Ryan Jacobsen, City Clerk

STATE OF IOWA

)
)SS

COUNTY OF POLK

On this 19th day of April, 2016 before me, the undersigned, a Notary Public in and for said County and State personally appeared Reid Tamisiea, to me personally known, who being by me duly sworn, did say that he is President of Next Phase Development LLC, executing the within and foregoing instrument and acknowledged that he executed the same as his voluntary act and deed of the Next Phase Development LLC, by it and by him voluntarily executed.

Hollie L. Davidson

Notary Public in and for the State of Iowa



STATE OF IOWA

)
)SS

COUNTY OF POLK

On this 16th day of May, 2016, before me, the undersigned, a Notary Public in and for said County and State personally appeared Steven Gacr and Ryan Jacobson, to me personally known, who being by me duly sworn, did say that they are the Mayor and City Clerk of the City of West Des Moines, Iowa, a municipal corporation, executing the within and foregoing instrument and acknowledged that they executed the same as their voluntary act and deed of the City of West Des Moines, by it and by them voluntarily executed.

Katie Walters

Notary Public in and for the State of Iowa



**SANITARY SEWER EASEMENT VACATION
WEST GREEN
INDUSTRIAL PARK
PLAT 1**

175 S. 9th & 25th S. 11th STREET
OWNER/APPLICANT **ZONING**
 WEST GREEN INDUSTRIAL PARK, L.L.C. **INDUSTRIAL**
 WEST GREEN INDUSTRIAL PARK, L.L.C.
 400 W. LINCOLN STREET, SUITE 200
 WEST DES MOINES, IOWA 50306

EASEMENT LEGAL DESCRIPTION

A PUBLIC AMENITY SPACE EASEMENT LOCATED IN 37th & 38th & 39th AVENUES, POLK COUNTY, IOWA, THAT IS THE SUBJECT OF A PLAT OF SURVEY AND RECORDS IN PUBLIC RECORDS, VOL. 106, PAGE 157, POLK COUNTY, IOWA.

A SAID EASEMENT IS TO BE VACATED AND THE SPACE TO BE REVERTED TO THE CITY OF WEST DES MOINES, IOWA.

THE TRACT OF LAND SUBJECT TO THIS EASEMENT IS DESCRIBED AS FOLLOWS:

SECTION 30 AND 31, TOWNSHIP 43N, RANGE 123W, POLK COUNTY, IOWA.

SAID TRACT OF LAND SUBJECT TO THIS EASEMENT IS DESCRIBED AS FOLLOWS:

SECTION 30 AND 31, TOWNSHIP 43N, RANGE 123W, POLK COUNTY, IOWA.

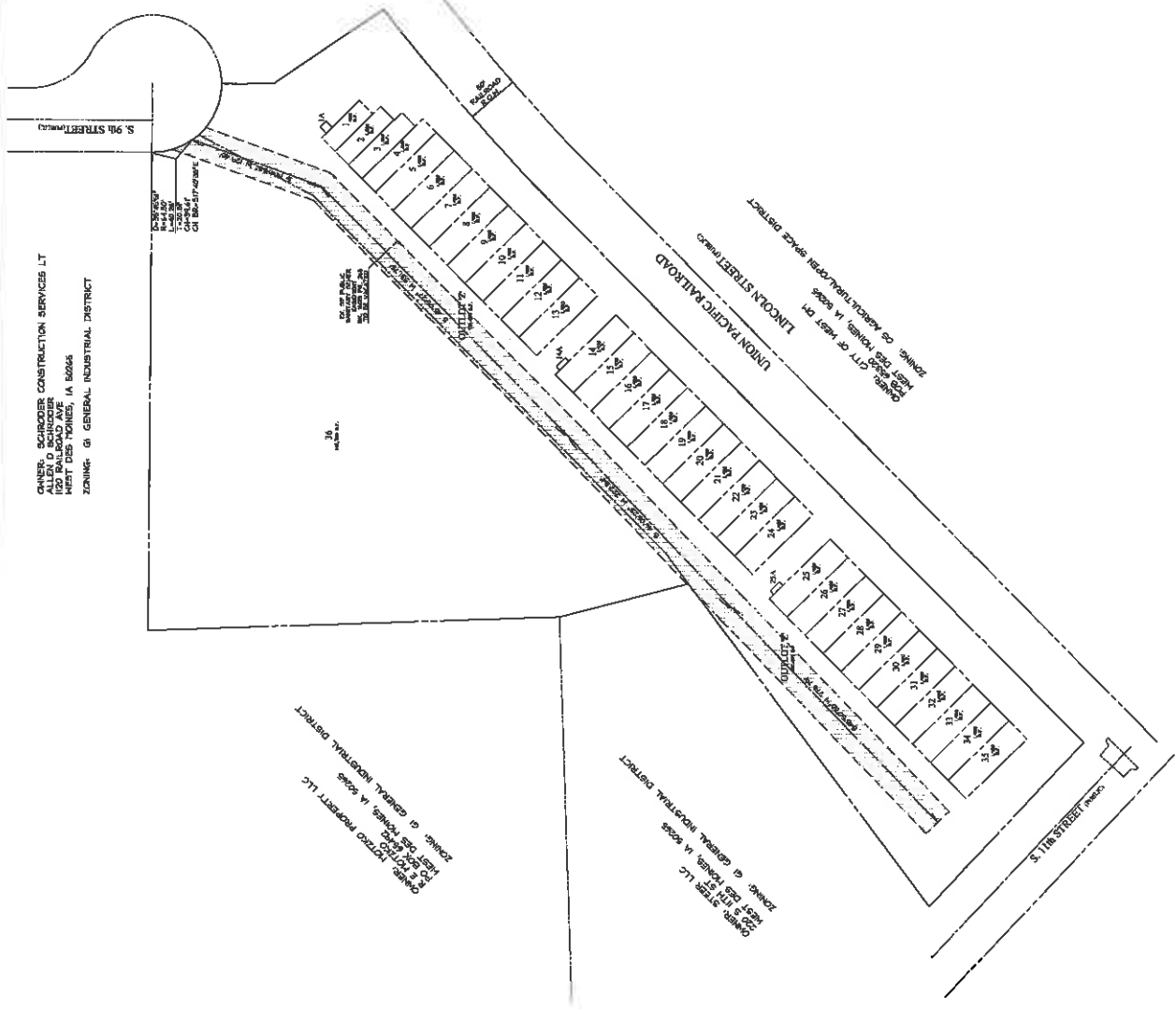
SAID TRACT OF LAND SUBJECT TO THIS EASEMENT IS DESCRIBED AS FOLLOWS:

SECTION 30 AND 31, TOWNSHIP 43N, RANGE 123W, POLK COUNTY, IOWA.

SAID TRACT OF LAND SUBJECT TO THIS EASEMENT IS DESCRIBED AS FOLLOWS:

SECTION 30 AND 31, TOWNSHIP 43N, RANGE 123W, POLK COUNTY, IOWA.

**GANNEX, CARROLLERS, LLC
RICHARD J. GANNEX
3801 JORDAN AVE
WEST DES MOINES, IA 50306
ZONING: G1 BUSINESS PARK DISTRICT**



COOPER CRAWFORD & ASSOCIATES, L.L.C.
 CIVIL ENGINEERS

475 S. 50th STREET, SUITE 200, WEST DES MOINES, IOWA 50306
 PHONE: (515) 281-1114 FAX: (515) 281-1140

CC 1771
 JOB NUMBER

DATE: 04-27-2018
 REVISED:

SCALE: 1"=50'
 APPROVED: [Signature] INITIALS: [Initials]

FINAL PLAT
SHEET 1 OF 2
WEST GREEN INDUSTRIAL PARK



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

Date: October 31, 2016

ITEM: Fuel Pump Island Canopies – Amend Title 9, Zoning, Chapter 14, Accessory Structures to Revise Regulations for Fuel Pump Canopy Materials – City Initiated – AO-003237-2016

Ordinance: Approval of First Reading

FINANCIAL IMPACT: Undetermined.

BACKGROUND: Staff requests an amendment to City Code, Title 9, Zoning, Chapter 14 Accessory Structures to revise the language related to materials to be used on the canopy support columns.

Plan and Zoning Commission Action:

Vote: 7-0 approval

Date: October 24, 2016

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

OUTSTANDING ISSUES: There are no outstanding issues. The following items of interest are noted in the attached Plan and Zoning Commission report (see Exhibit I):

- Request
- City Council Subcommittee (*Development & Planning, October 17, 2016*)
- Staff Review and Comments
 - *Current Ordinance*
 - *Proposed Ordinance Changes*
- Comprehensive Plan Consistency
- Noticing Information
- Staff Recommendations and Conditions of Approval

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

Lead Staff Member: Kara Tragesser *KMT*

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	<i>Des Moines Register</i>
Date(s) Published	October 14, 2016
Letter sent to surrounding property owners	N/A

SUBCOMMITTEE REVIEW (if applicable)

Committee	Development and Planning		
Date Reviewed	October 17, 2016		
Recommendation	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Split <input type="checkbox"/>

ATTACHMENTS:

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


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

EXHIBIT I

Meeting Date: October 26, 2016

Item: Fuel Pump Island Canopies – Amend Title 9, Zoning, Chapter 14, Accessory Structures to Revise Regulations for Fuel Pump Canopy Materials – City Initiated – AO-003237-2016

Request Action: Approval of an amendment to the City Code

Case Advisor: Kara Tragesser, AICP 

Applicant's Request: Staff requests an amendment to City Code, Title 9, Zoning, Chapter 14 Accessory Structures to revise the language related to materials to be used on the canopy support columns.

City Council Subcommittee: This item was discussed at the October 17, 2016, Development and Planning City Council Subcommittee. Staff noted that an ordinance amendment will be proposed to modify the language of the ordinance to reflect more flexibility in cladding the support columns, while maintaining the durability of the materials, especially at the base of the columns.

Staff Review and Comment: There are no outstanding issues.

Current Ordinance: In September 2015, the City adopted an ordinance that made several changes to the regulations of fuel canopies, number of pumps, setbacks, etc. As part of that ordinance, the materials to clad the support columns of the canopies were specifically identified as brick, stone, or split face masonry and that the materials would extend the full height of the support columns.

Since the ordinance, the City has approved two convenience stores with fuel canopies where the materials used were not brick, stone, or split face masonry, but alternate materials such as a concrete composite material and another composite material (Nichiha). The alternate materials were recommended for approval as the design met the intent of the ordinance provision which was to have a durable hard material at the base where impacts like door dings, bumps from cars, and other hazards would be less noticeable and last longer and that the columns higher than the height of the fuel pumps was not susceptible to these hazards, but provided a cladding of the same visual weight that is greater than a steel-only pole or column. Also, the City has approved the support columns where the alternate materials reach the height of the fuel pumps and then changes to another material for the rest of the height of the column. When the City has found that other materials and designs are acceptable to clad the support columns it signals that the code provisions should be adjusted to meet the new expectations.

Proposed Ordinance Changes: The proposed changes to the ordinance focus on the intent for cladding the support columns in a durable material without dictating what that material is. Also, the material is indicated to be consistent with the material used on the principal structure, which is not included in the current regulations. This language is intended to not be prescriptive regarding materials, but to regulate that the materials need to be consistent with the materials on the primary structure and to be durable materials that can withstand minor impacts, such as door dings that could otherwise mar the surfaces. Finally, the proposed changes include provisions for the use of more than one material on the canopy support, so long as the more durable material is used on the bottom of the support to a height equal to the fuel pump height. This allows for a less costly material to be used on part of the support column that doesn't suffer from abuse and is above pedestrian height when using the pump.

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 October 14, 2016, notice of the October 24, 2016, Plan and Zoning Commission public hearing for this project was published in the *Des Moines Register*.

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

Attachments:

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

RESOLUTION NO. PZC-016-063

A RESOLUTION OF THE PLAN AND ZONING COMMISSION OF THE CITY OF WEST DES MOINES, RECOMMENDING TO THE CITY COUNCIL THAT IT APPROVE AN ORDINANCE TO AMEND TITLE 9 (ZONING), CHAPTER 14 (ACCESSORY STRUCTURES) TO REVISE THE DESIGN STANDARDS FOR FUEL PUMP ISLAND CANOPIES

WHEREAS, pursuant to the provisions of Title 9, Chapter 1 et seq, and Title 10, Chapter 1 et seq, of the West Des Moines Municipal Code, staff requests an amendment to Title 9 (Zoning), Chapter 14, (Accessory Structures) Section 9 (Fuel Pump Islands and Island Canopies) to revise the Design Standards for Fuel Pump Island Canopies;

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

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


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

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

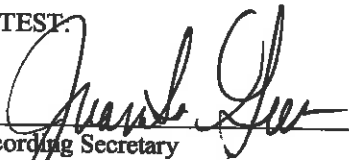
SECTION 1. The findings for approval in the staff report or as amended orally at the Plan and Zoning Commission public hearing are adopted.

SECTION 2. The AMENDMENT TO ORDINANCE (AO-003237-2016) to revise regulations for fuel pump canopy materials is recommended to the City Council for approval, as stated in the staff report or as amended in the attached Exhibit A.

PASSED AND ADOPTED on October 24, 2016.



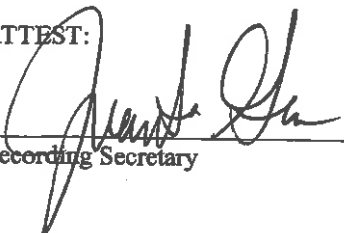
Craig Erickson, Chair
Plan and Zoning Commission

ATTEST:


Recording Secretary

I HEREBY CERTIFY that the foregoing resolution was duly adopted by the Plan and Zoning Commission of the City of West Des Moines, Iowa, at a regular meeting held on October 24, 2016, by the following vote:

- AYES: Brown, Costa, Crowley, Erickson, Hatfield, Southworth, Anderson
- NAYS:
- ABSTENTIONS:
- ABSENT:

ATTEST:


Recording Secretary

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

ORDINANCE NO.

AN ORDINANCE AMENDING THE CITY CODE OF THE CITY OF WEST DES MOINES, IOWA, 2014, TITLE 9 (ZONING), CHAPTER 14 (ACCESSORY STRUCTURES), SECTION 9 (FUEL PUMP ISLANDS AND ISLAND CANOPIES) TO REVISE THE DESIGN STANDARDS FOR FUEL PUMP CANOPIES

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

Section 1. Amendment. Title 9 (Zoning), Chapter 14 (Accessory Structures), Section 9 (Fuel Pump Islands and Island Canopies), Paragraph F (Design Standards for Fuel Pump Island Canopies) is hereby amended by adding the text in bold lettering and deleting the text in strikethrough, highlighted lettering:

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

1. ~~All pump island canopy supports shall be trimmed in brick, stone, or split face masonry consistent with the majority of material used for the primary structure. The brick, stone, or split face masonry materials shall extend up the entire height of the support column.~~

All canopy supports shall be designed to be in proportion with the canopy size and height, and that dimension shall extend the full height of the support. Supports shall be clad with materials consistent with the materials used for the primary structure and be a hard surface material such as brick or stone that can provide durability against impacts typical of being in close proximity to vehicles. Less durable hard surface materials such as EIFS and composite materials if consistent with the primary building, may be utilized for the cladding on the upper portion of the column, above the height of the tallest fuel pump.

2. Pump island canopies one hundred (100) linear feet long or greater shall be designed to provide visual interest and break the straight line appearance of the length of the canopy by utilizing changes in massing and materials.
3. The color of the canopy shall be consistent with the color of the materials used to construct the primary structure. The color shall not be consistent with the signage colors unless considered part of the signage allowance for the primary structure as noted elsewhere in this title.

Section 2. Repealer. All ordinances or parts of ordinances in conflict with the provision of this ordinance are hereby repealed.

Section 3. Savings Clause. If any section, provision, sentence, clause, phrase or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any provision, section, subsection, sentence, clause, phrase or part hereof not adjudged invalid or unconstitutional.

Section 4. Violations and Penalties. Any person who violates the provisions of this Ordinance upon conviction shall be punished as set forth in Section 1-4-1 of the City Code of the City of West Des Moines, Iowa.

Section 5. Other Remedies. In addition to the provisions set out in the Violations and Penalties Section herein, the City may proceed in law or equity against any person, firm or corporation for violation of any section or subsection of this Ordinance.

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

Passed by the City Council on the _____ day of _____, 2015, and approved this _____ day of _____, 2016.

Steven K. Gaer, Mayor

ATTEST:

Ryan T Jacobson, City Clerk

The foregoing Ordinance No. _____ was adopted by the Council for the City of West Des Moines, Iowa, on _____, 2016, and was published in the Des Moines Register on _____, 2016.

Ryan T. Jacobson, City Clerk

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

Date: October 31, 2016

ITEM: Villas at Kierland Plat 1, Southeast corner of Westown Parkway and Sedona Drive - Subdivide property into 26 lots for townhome development and two outlots for private streets and detention - Brothers Construction – FP-003123-2016

RESOLUTION: Acceptance of Public Improvements and Approval and Release of Final Plat

FINANCIAL IMPACT: Undetermined.

BACKGROUND: Brothers Construction requests approval of the Villas at Kierland Plat 1 final plat for property at the southeast corner of Westown Parkway at Sedona Drive (see Exhibit II - Location Map and Exhibit III – Final Plat) and approval and acceptance of public improvements for sanitary sewer.

The preliminary plat, Villas at Kierland Plat 1, was approved by the City Council on May 5, 2014 and the City Council approved a renewal of the entitlement for the preliminary plat on July 11, 2016.

CITY COUNCIL SUBCOMMITTEE: The final plat was reviewed by the Subcommittee on July 25, 2016. The Subcommittee had no comments on the plat.

OUTSTANDING ISSUES: There are no outstanding issues.

As part of this approval, the City Council is approving and accepting the following:

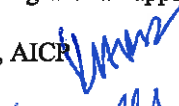


- Public improvements associated with the construction of public sanitary sewer within the plat boundaries
- Surety in lieu of installation of buffer landscaping
- Storm water facility maintenance agreement and covenant
- Sanitary Sewer Easement

COMPREHENSIVE PLAN CONSISTENCY: The project has been reviewed for consistency with the Comprehensive Plan. Based upon that review, a finding has been made that the proposed project is consistent with the Comprehensive Plan in that the project is consistent with all of the goals and policies of the Comprehensive Plan and the land use map of the Comprehensive Plan.

RECOMMENDATION: Based upon the preceding review and a finding of consistency with the goals and policies of the Comprehensive Plan, staff recommends the City Council approve and release the Final Plat, Villas at Kierland Plat 1, to subdivide property into 26 townhomes lots and 2 outlots and accept public improvements associated with the plat, subject to the applicant complying with all applicable City Code requirements.

Lead Staff Member: Kara V. Tragesser, AICP

STAFF REVIEWS:

Department Director	
Appropriations/Finance	
Legal	
Agenda Acceptance	

PUBLICATION(S) (if applicable)

Published In	n/a
Date(s) Published	n/a
Letter sent to surrounding property owners	n/a

SUBCOMMITTEE REVIEW (if applicable)

Committee	Development and Planning Subcommittee		
Date Reviewed	July 25, 2016		
Recommendation	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Split <input type="checkbox"/>

ATTACHMENTS:

- Exhibit I - Resolution: Approval and Release of Final Plat and Acceptance of Public Improvements
- Exhibit II - Location Map
- Exhibit III - Final Plat

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, ACCEPTING PUBLIC IMPROVEMENTS ASSOCIATED WITH AND APPROVING AND RELEASING THE FINAL PLAT, VILLAS AT KIERLAND (FP-003123-2016) FOR THE PURPOSE OF PLATTING PROPERTY INTO 26 LOTS FOR TOWNHOME DEVELOPMENT AND TWO OUTLOTS FOR PRIVATE STREETS AND DETENTION.

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, Brothers Construction Iowa LLC., has requested approval for a Final Plat (FP-003123-0016) for that 7.92 acres located at the southeast corner of Westtown Parkway and Sedona Drive for the purpose of subdividing the property into 26 lots for townhome development and two outlots for private streets and detention;

Legal Description

Lot 1 South Maple Grove Plat 15 an official plat now in and forming a part of the City of West Des Moines, Dallas County, Iowa

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

WHEREAS, the West Des Moines Plan and Zoning Commission reviewed the Preliminary Plat for Villas at Kierland Plat 1 and recommended approval on July 5, 2016;

WHEREAS, the Final Plat that was submitted for review was determined to be generally consistent with the Preliminary Plat for Villas at Kierland Plat 1 that was reviewed and approved by the City Council on July 11, 2016;

WHEREAS, on October 31, 2016, this City Council held a duly-noticed meeting to consider the application for Villas at Kierland Plat 1 Final Plat;

WHEREAS, the West Des Moines City Council accepts public improvements associated with the construction of public sanitary sewer within the plat boundaries;

WHEREAS. The City Council accepts surety in lieu of installation of buffer landscaping;

WHEREAS, the City Council approves and accepts the sanitary sewer easement and the storm water facility maintenance agreement and covenant;

WHEREAS, the City Council approves and assigns the following addresses:

Lot 1: 1251 Kierland Avenue	Lot 14: 9083 Tatum Drive
Lot 2: 1233 Kierland Avenue	Lot 15: 9075 Tatum Drive
Lot 3: 1219 Kierland Avenue	Lot 16: 9067 Tatum Drive
Lot 4: 1205 Kierland Avenue	Lot 17: 1186 Kierland Avenue
Lot 5: 1177 Kierland Avenue	Lot 18: 1212 Kierland Avenue
Lot 6: 1169 Kierland Avenue	Lot 19: 9068 Hayden Drive
Lot 7: 9054 Tatum Drive	Lot 20: 9076 Hayden Drive
Lot 8: 9062 Tatum Drive	Lot 21: 9082 Hayden Drive
Lot 9: 9070 Tatum Drive	Lot 22: 9094 Hayden Drive
Lot 10: 9078 Tatum Drive	Lot 23: 9097 Hayden Drive
Lot 11: 9086 Tatum Drive	Lot 24: 9081 Hayden Drive
Lot 12: 9092 Tatum Drive	Lot 25: 9073 Hayden Drive
Lot 13: 9095 Tatum Drive	Lot 26: 9065 Hayden Drive

WHEREAS, Villas at Kierland Plat 1 is zoned South Maple Grove Planned Unit Development and meets all requirements of the City's Zoning Code.

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

SECTION 1. The findings of consistency with the Comprehensive Plan as stated in the staff report, or as amended orally at the City Council meeting, are adopted.

SECTION 2. Final Plat, Villas at Kierland is approved, subject to compliance with all the conditions in the staff report, including conditions added at the Hearing, if any, and attached hereto as Attachment "A". Violation of any such conditions shall be grounds for revocation of the entitlement, as well as any other remedy which is available to the City.

SECTION 3. The City Council accepts public improvements associated with the construction of public sanitary sewer within the plat boundaries;

SECTION 4. This resolution does release the Villas at Kierland Plat 1 Final Plat for recordation. The City Council of West Des Moines directs the City Clerk to release said plat for recordation in accordance with said City Council approval of the final plat on October 31, 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 31, 2016, among other proceedings, Roll Call No. _____ approved said plat on October 31, 2016, and released said Final Plat for recordation.

Ryan T. Jacobson
City Clerk

IN WITNESS WHEREOF, I have hereunto set my hand this 31st day of October 2016.

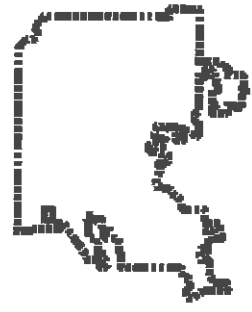
Steve Gaer, Mayor

ATTEST:

Ryan T. Jacobson
City Clerk

ATTACHMENT A
Conditions of Approval

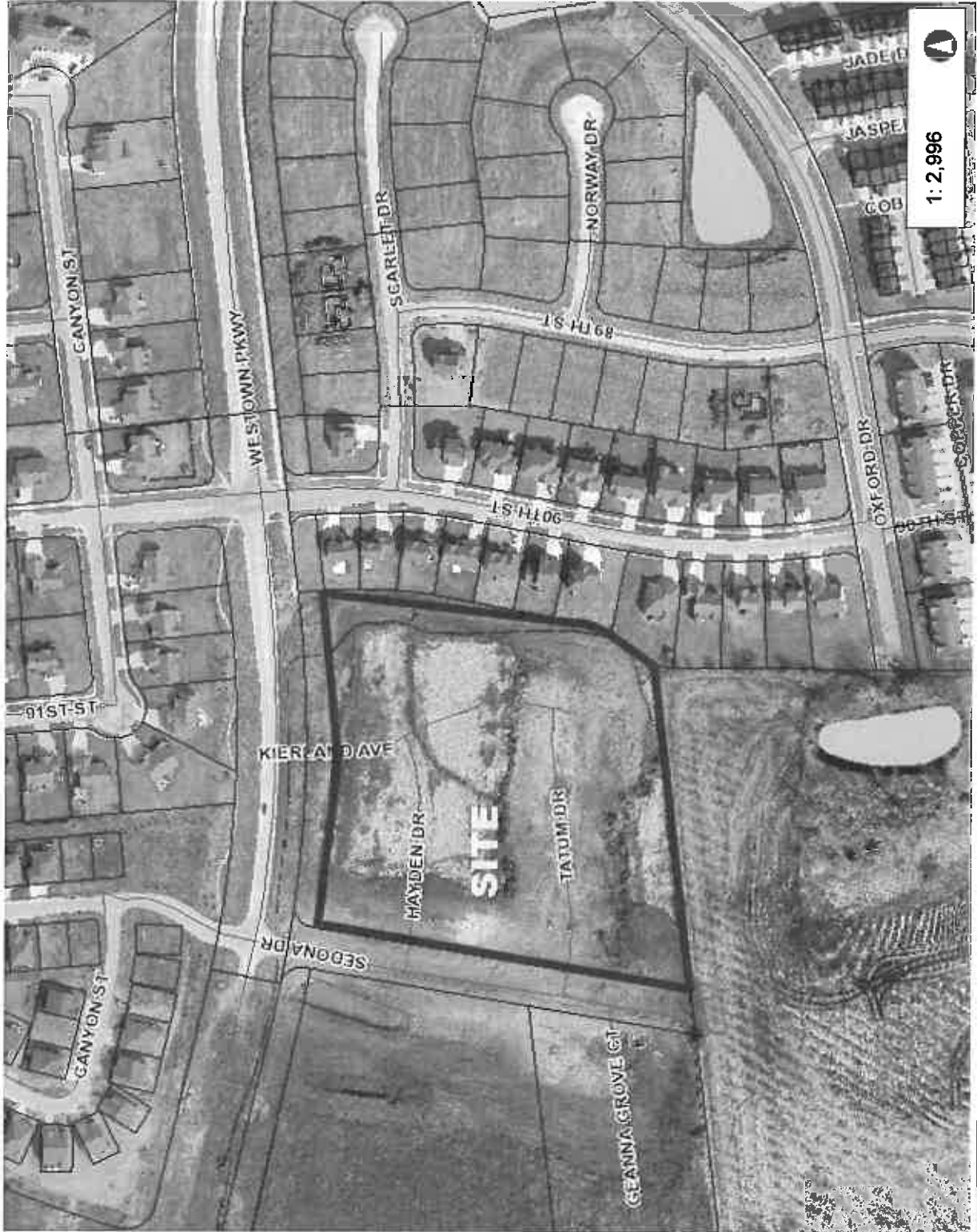
None



Legend

- Parcels
- Parks
- Greenways

Villas at Kierland Plat 1



1:2,996



499.3 0 249.65 499.3 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



VILLAS AT KIERLAND PLAT 1 FINAL PLAT

WESTOWN PARKWAY
(PUBLIC STREET)

Project No. 1140063	Scale 1/4" = 10'
Contract No. EDG	Date 6/22/16
Engineer BKC	Checker JY
Trakler AMS	Trakler JY
1 REVISIONS PER CITY COMMENTS	03/17/16
2 REVISIONS PER CITY COMMENTS	08/17/16
3 REVISIONS PER CITY COMMENTS	03/17/16

SNYDER & ASSOCIATES, INC.
2727 S.W. SNYDER BLVD.
ANKENY, IOWA 50023
515-964-2020 | www.snyder-associates.com

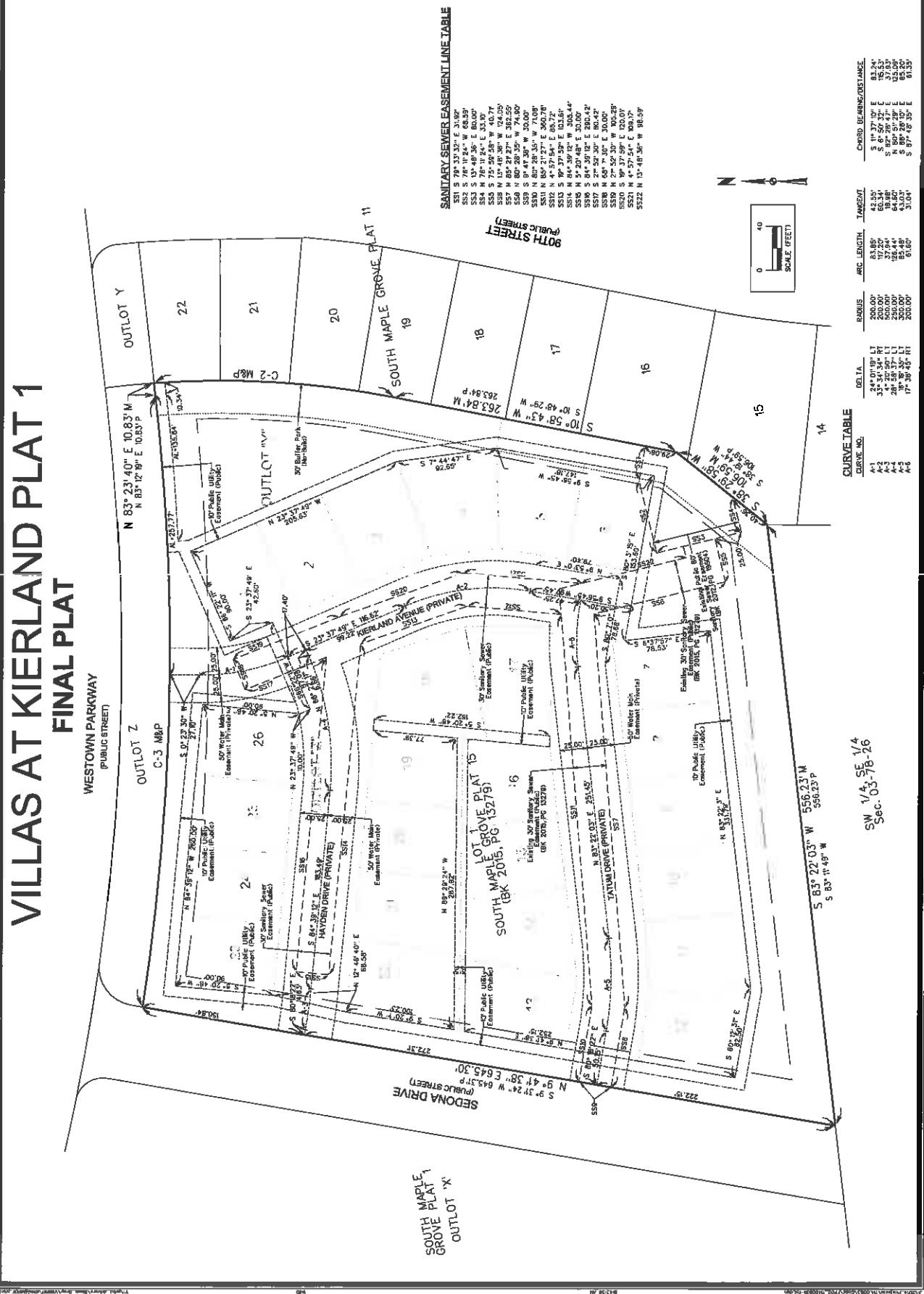
WEST DES MOINES, IOWA

FINAL PLAT

VILLAS AT KIERLAND PLAT 1



Project No. 1140063
Sheet 2 of 2



SANITARY SEWER EASEMENT LINE TABLE

551 S 74° 13' 21" E 30.00'
552 S 78° 11' 24" W 68.39'
553 S 13° 48' 36" E 80.00'
554 N 75° 11' 24" E 33.00'
555 N 15° 48' 36" W 124.00'
556 N 85° 21' 27" E 362.55'
557 N 80° 28' 35" W 74.80'
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CURVE TABLE

CURVE NO.	DELTA	RADIUS	ARC LENGTH	TANGENT	CHORD BEARING/DISTANCE
A-1	24° 01' 00" LT	200.00'	83.86'	43.55'	S 11° 37' 00" E 83.24'
A-2	33° 34' 34" RT	200.00'	17.20'	66.34'	S 6° 50' 20" E 76.53'
A-3	28° 55' 37" LT	250.00'	102.44'	84.82'	S 18° 50' 28" E 102.99'
A-4	17° 38' 35" LT	200.00'	85.48'	43.07'	S 8° 28' 07" E 85.20'
A-5	17° 38' 35" RT	200.00'	91.66'	31.04'	S 07° 48' 35" E 91.33'

SW 1/4, SE 1/4
Sec. 05-78-26

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

Date: October 31, 2016

ITEM: Majestic Oaks Plat of Survey, located at the NW corner of Stagecoach Drive and S95th Street – Subdivide parcel into two for transfer of ownership – Alex Wick – POS-003225-2016

RESOLUTION: Approval and Release of Plat-of-Survey

FINANCIAL IMPACT: Undetermined.

BACKGROUND: The applicant, Shane Devick of Civil Engineering Consultants on behalf of Alex Wick is requesting approval of a Plat-of-Survey to split a 41 acre parcel into two parcels for the transfer of ownership. Mr. Wick received City Council approval of a Preliminary Plat for the eastern half of this property to create 16 single family residential lots on May 2, 2016.

HISTORY: The property was annexed into the city in 2003 as a part of the Mills Civic Parkway Annexation. In 2013 the Comprehensive Plan was amended to Medium Density Residential as a part of the development efforts for The Woods at Sugar Creek (now called Tiburon) subdivision, located directly north of this project. On February 23, 2015 the City Council approved a Comprehensive Plan Land Use Map to change the land use designation from Medium Density Residential (MD) to Single Family Residential (SF). A Rezoning from 'Unzoned' to Single Family Residential (R-1) was also approved at the same meeting. On May 2, 2016 a Preliminary Plat for a 16 lot single family development was approved for the east 17 acres. On May 16, 2016 the east 17 acres was rezoned from Residential Single Family (R-1) to Planned Unit Development (PUD) to establish the Majestic Oaks PUD to allow for smaller front yard setbacks while increasing the rear yard setback to pull the houses farther away from the creek.

CITY COUNCIL SUBCOMMITTEE: The Majestic Oaks Plat of Survey was presented to Development and Planning City Council Subcommittee on October 17, 2016. The Subcommittee was supportive of the request.

OUTSTANDING ISSUES: There are no outstanding issues. Staff would note the following:

- **Parkland Dedication Requirements:** The east 17 acres (Parcel 17-120 on the proposed Plat of Survey) obtained PUD Zoning (ZC-003047-2016) and Preliminary Plat (PP-002574-2014) approvals on May 2, 2016. As a part of those approvals, it was discussed, and agreed that the parkland dedication required for the east 17 acres would be incorporated into and fulfilled by the west 24 acres (Parcel 17-121 on the proposed Plat of Survey) as the Public trail is planned for the west side of Sugar Creek. This could be done because all 41 acres was under one ownership. With this split and subsequent transfer of ownership, it is important that the additional parkland dedication obligations agreed upon be made known to potential future owners of the western parcel prior to them acquiring the land. A note has been added to the plat-of-survey. In addition, Staff recommends a condition of approval which requires the execution of the Parkland Dedication Agreement for the development of the eastern parcel. It clearly acknowledges and binds the western parcel to fulfill the parkland dedication obligations of the east parcel at such time that the west parcel develops. The Parkland Dedication Agreement will be provided and recorded in conjunction with the recordation of this Plat-of-Survey.

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 Plat-of-Survey to split a 41 acre parcel into two for transfer of ownership, subject to the applicant complying with all applicable City Code requirements and the following conditions of approval:

1. Prior to recordation of the Plat-of-Survey with the County, the current owner(s) of the 41 acres shall execute the Parkland Dedication Agreement for the eastern 17 acres (anticipated Majestic Oaks

Subdivision) that clearly informs and obligates the western 24 acre parcel (Plat-of-Survey parcel 17-121) to fulfill the Parkland Dedication obligations for the eastern parcel (Plat-of-Survey parcel 17-120). Said Parkland Dedication Agreement shall be recorded in conjunction with the Plat-of-Survey.

2. Prior to a transfer of ownership of the western parcel, the current owner of the western parcel shall inform the purchaser that the parkland dedication requirements for both the western 24 acres and the eastern 17 acres (all 41 acres) shall be provided by the purchaser at time of development of the western 24 acres (Plat-of-Survey parcel 17-121).
3. The approval of this Plat-of-Survey is for the transfer of ownership only: all public improvements, internal infrastructure, legal documents, fees and sureties required of typical development run with the ground and remain the responsibility of the subsequent owner(s).

Lead Staff Member: J. Bradley Munford

Staff Reviews:

Department Director	
Appropriations/Finance	
Legal	
Agenda Acceptance	

PUBLICATION(S) (if applicable)

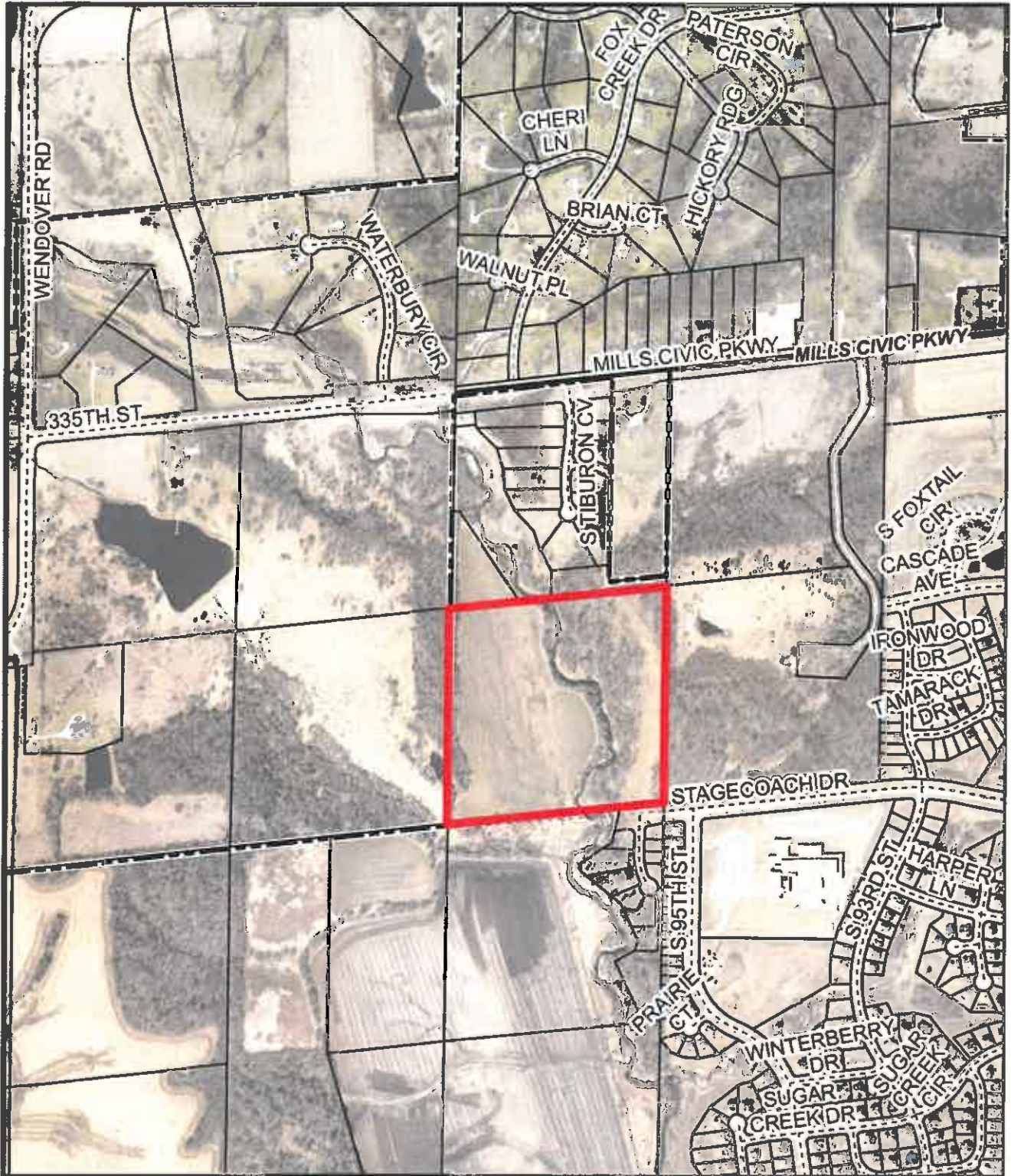
Published In	n/a
Date(s) Published	n/a
Letter sent to surrounding property owners	n/a

SUBCOMMITTEE REVIEW (if applicable)

Committee	Development & Planning		
Date Reviewed	October 17, 2016		
Recommendation	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Split <input type="checkbox"/>

ATTACHMENTS:

- Exhibit I - Location Map
- Exhibit II - Plat-of-Survey
- Exhibit III - Resolution: Approval and Release of Plat-of-Survey
- Exhibit A - Conditions of Approval



Majestic Oaks Plat Of Survey



NOT TO SCALE

PLAT OF SURVEY

PARCEL 17-120 & 17-121, SW1/4 SW1/4, SEC. 15-78-26
WEST DES MOINES, IOWA

PREPARED FOR:
JOHN ALEX WICK & MEGAN WICK
2615 NW 161ST STREET
CLIVE, IA 503253

PROPERTY OWNER:
JOHN ALEX WICK & MEGAN WICK
2615 NW 161ST STREET
CLIVE, IA 50325

LAND SURVEYOR:
CIVIL ENGINEERING CONSULTANTS
ATTN: JEFFREY A. GADDIS, PLS
2400 86TH STREET, SUITE 12
URBANDALE, IA 50322
PHONE: 515-276-4884

PROPOSED PARCEL 17-120 OWNER:
JOHN ALEX WICK & MEGAN WICK
2615 NW 161ST STREET
CLIVE, IA 50325

PROPOSED PARCEL 17-121 OWNER:
ANDY & RUTH ANNE HOLT
2659 BOYD STREET
DES MOINES, IA 50317

INDEX LEGEND					
COUNTY: DALLAS					
	SECTION	TOWNSHIP	RANGE	1/4 1/4	1/4
ALIQUOT PART:	15	78	26	SW1/4	SW1/4
CITY: WEST DES MOINES					
SUBDIVISION: TIBURON					
LOTS: OUTLOT 'X'					
PROPRIETOR (S):	JOHN ALEX WICK & MEGAN WICK 2615 NW 161ST STREET CLIVE, IA 50325				
	& ANDY & RUTH ANNE HOLT 2659 BOYD STREET DES MOINES, IA 50317				
REQUESTED BY:	JOHN ALEX WICK & MEGAN WICK 2615 NW 161ST STREET CLIVE, IA 50325				
RETURN TO:	CIVIL ENGINEERING CONSULTANTS, INC ATTN: JEFFREY A. GADDIS 2400 86TH STREET, URBANDALE, IA 50322				

RECORDERS
STAMP

DRAWING INDEX

SHEET NUMBER	SHEET TITLE
1	COVER
2	LEGAL DESCRIPTIONS & NOTES
3	PLAT OF SURVEY

BASIS OF BEARINGS:

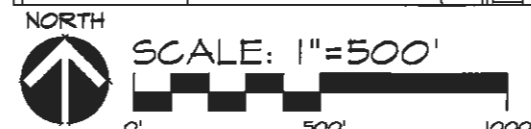
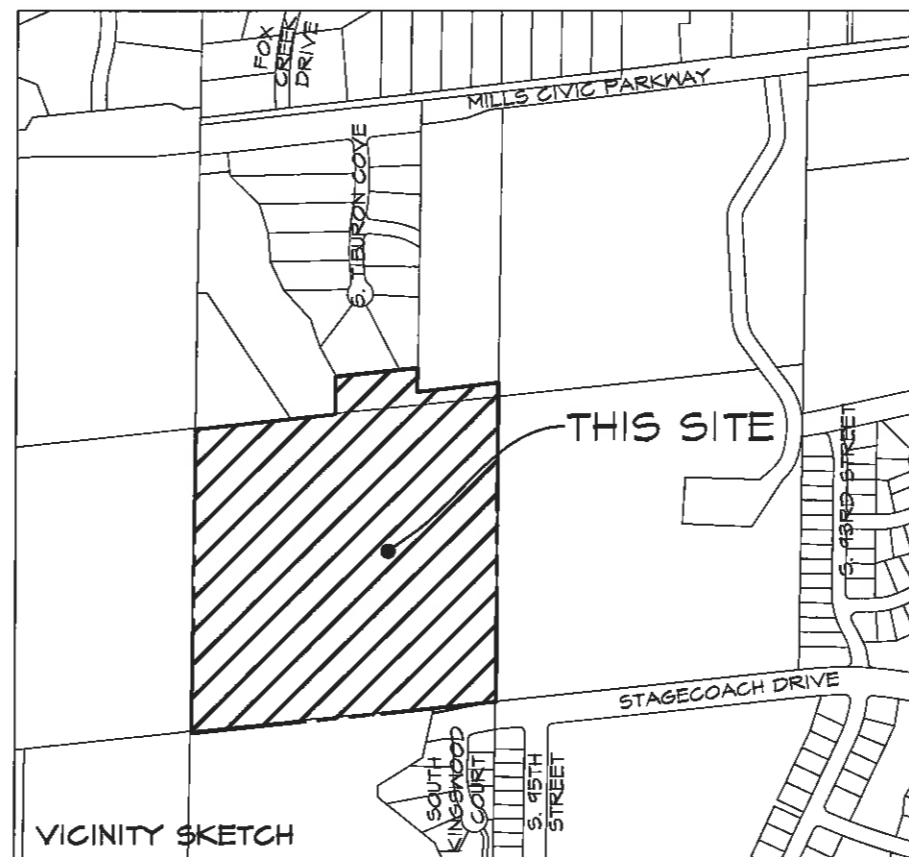
THE BEARINGS SHOWN ON THIS PLAT OF SURVEY ARE BASED ON THE SOUTH LINE OF SW1/4 SW1/4, SECTION 15-78-26 HAVING A BEARING ASSUMED AS N83°59'46"E.

PURPOSE OF SURVEY:

THIS SURVEY IS BEING PREPARED TO CREATE TWO PARCELS FOR THE TRANSFER OF THE PROPERTY.

LEGEND

- ▲ FOUND SECTION CORNERS
- FOUND CORNERS (5/8" I.R. W/BLUE CAP #18381 UNLESS OTHERWISE NOTED)
- SET PROPERTY CORNER (5/8" I.R. W/BLUE CAP #18381 UNLESS OTHERWISE NOTED)
- PLAT OF SURVEY BOUNDARY LINES
- PARCEL LINES
- SECTION LINES
- EXISTING PROPERTY LINES
- F.E.M.A. FLOOD INSURANCE RATE MAP (F.I.R.M.) ZONE 'A'
- EASEMENT LINES
- CENTERLINE STREET
- D. DEEDED BEARING & DISTANCE
- P. PREVIOUSLY RECORDED BEARING & DISTANCE
- M. MEASURED BEARING & DISTANCE
- I.R. IRON ROD
- I.P. IRON PIPE
- BK. XXX, PG. XXX COUNTY RECORDER'S INDEXING BOOK
- R.O.W. RIGHT-OF-WAY
- P.O.B. POINT OF BEGINNING



LEGAL DESCRIPTION: ORIGINAL
CORRECTED WARRANTY DEED
BOOK 2016, PAGE 16544

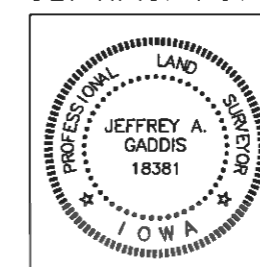
THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 15, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE 5TH P.M., CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA AND OUTLOT 'X' IN TIBURON, AN OFFICIAL PLAT, NOW INCLUDED IN FORMING A PART OF THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA.

LEGAL DESCRIPTION: PARCELS
SEE SHEET #2

LAND AREA

PARCEL 17-120	
OUTLOT 'X', TIBURON	1.80 ACRES
SW1/4 SW1/4	15.19 ACRES
	16.99 ACRES
PARCEL 17-121	
SW1/4 SW1/4	24.03 ACRES
TOTAL	41.02 ACRES

CERTIFICATION



I HEREBY CERTIFY THAT THIS DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION BY A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF IOWA.
DATE: Oct. 11, 2016
LICENSE NO. 18381
DATE IS DECEMBER 31, 2016
SHEETS COVERED BY THIS SEAL: SHEETS 1 - #

PRELIMINARY
NOT FOR LEGAL DOCUMENTS

DATE	BY
OCT. 11, 2016	JAG
OCT. 11, 2016	JAG
SEP. 13, 2016	JAG
SEP. 13, 2016	JAG
DESIGNED BY:	JAG
DRAWN BY:	JAG

PLAT OF SURVEY
PARCEL 17-120 & 17-121, SW1/4 SW1/4, SEC. 15-78-26
WEST DES MOINES, IOWA

COVER
SHEET
OF 3
E-7619

Civil Engineering Consultants, Inc.
2400 86th Street, Unit 12, Des Moines, Iowa 50322
515.276.4884 · Fax: 515.276.7084 · mail@cecinc.com

CEC

PLAT OF SURVEY

PARCEL 17-120 & 17-121, SW1/4 SW1/4, SEC. 15-78-26
WEST DES MOINES, IOWA

COMPREHENSIVE PLAN LAND USE
SINGLE FAMILY RESIDENTIAL
&
MEDIUM DENSITY RESIDENTIAL

ZONING DISTRICT
R-1 : SINGLE FAMILY RESIDENTIAL - EAST OF & SUGAR CREEK

UNZONED - WEST OF SUGAR CREEK

FEMA FLOOD INSURANCE RATE MAP DESIGNATION
THE SUBJECT PROPERTY IS WITHIN ZONE 'A' & 'X' AS DESIGNATED BY
FEMA FLOOD INSURANCE RATE MAP PANEL NUMBER 1902310012C
REVISED ON FEBRUARY 16, 2006.

NOTES:

1. THE UNADJUSTED ERROR OF CLOSURE IS NOT GREATER THAN 1:10000 FOR SUBDIVISION BOUNDARIES AND IS NOT GREATER THAN 1:5000 FOR INDIVIDUAL LOTS.
2. THIS PARCEL MAY BE SUBJECT TO EASEMENTS OF RECORD. NO TITLE WORK WAS PERFORMED BY THIS SURVEYOR.
3. MONUMENTS TO BE SET WITHIN THIRTY DAYS OF THE PLAT OF SURVEY RECORDING DATE.
4. PARCELS 17-120 & 17-121 ARE FOR THE TRANSFER OF PROPERTY ONLY. THESE PARCELS ARE UNBUILDABLE UNTIL THE PROPERTIES HAVE BEEN REPLATTED MEETING THE CITY OF WEST DES MOINES PRELIMINARY AND FINAL PLAT REQUIREMENTS.
5. PARKLAND DEDICATION REQUIREMENT FOR PARCELS 17-120 & 17-121 WILL BE PROVIDED BY AND LOCATED ON PARCEL 17-121 AS OUTLINED ON THE PARKLAND DEDICATION AGREEMENT PREPARED BY THE CITY OF WEST DES MOINES AND EXECUTED BY ANDY HOLT ON AUGUST 30, 2016.

LEGAL DESCRIPTIONS:
PARCEL 17-120

OUTLOT 'X' OF TIBURON, AN OFFICIAL PLAT RECORDED IN BOOK 2014, PAGE 5707 AT THE DALLAS COUNTY RECORDER'S OFFICE, AND A PARCEL OF LAND IN THE SW1/4 SW1/4 OF SECTION 15, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE 5TH P.M., ALL IN THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA THAT IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NE CORNER OF SAID SW1/4 SW1/4, SAID NE CORNER ALSO BEING THE SE CORNER OF SAID OUTLOT 'X'; THENCE S00°12'04"W, 1314.22 FEET ALONG THE EAST LINE OF SAID SW1/4 SW1/4 TO THE SE CORNER OF SAID SW1/4 SW1/4, SAID SE CORNER ALSO BEING THE NE CORNER OF KING'S LANDING PLAT I, AN OFFICIAL PLAT RECORDED IN BOOK 2015, PAGE 13411 AT THE DALLAS COUNTY RECORDER'S OFFICE; THENCE S83°59'46"W, 384.86 FEET ALONG THE SOUTH LINE OF SAID SW1/4 SW1/4, SAID SOUTH LINE ALSO BEING THE NORTH LINE OF SAID KING'S LANDING, TO A POINT; THENCE N83°28'45"W, 96.67 FEET TO A POINT; THENCE N53°09'58"W, 65.27 FEET TO A POINT; THENCE N14°05'42"W, 31.75 FEET TO A POINT; THENCE N42°25'18"E, 80.78 FEET TO A POINT; THENCE N22°46'31"E, 51.52 FEET TO A POINT; THENCE N31°21'13"E, 83.02 FEET TO A POINT; THENCE N70°05'28"E, 92.77 FEET TO A POINT; THENCE N32°55'08"E, 48.01 FEET TO A POINT; THENCE N14°59'27"E, 41.77 FEET TO A POINT; THENCE N29°07'47"W, 65.31 FEET TO A POINT; THENCE N15°19'52"W, 208.81 FEET TO A POINT; THENCE N11°08'55"W, 102.56 FEET TO A POINT; THENCE N36°07'20"W, 54.54 FEET TO A POINT; THENCE N84°48'52"W, 108.64 FEET TO A POINT; THENCE N75°40'50"W, 73.63 FEET TO A POINT; THENCE N35°12'35"W, 82.79 FEET TO A POINT; THENCE N06°20'06"W, 76.12 FEET TO A POINT; THENCE N14°40'23"E, 82.44 FEET TO A POINT; THENCE N03°23'37"E, 64.09 FEET TO A POINT; THENCE N09°50'39"W, 79.55 FEET TO A POINT; THENCE N16°31'21"W, 116.49 FEET TO THE SW CORNER OF SAID OUTLOT 'X', SAID SW CORNER ALSO BEING ON THE NORTH LINE OF SAID SW1/4 SW1/4; THENCE N00°38'03"E, 163.14 FEET ALONG THE WEST LINE OF SAID OUTLOT 'X' TO THE NW CORNER OF SAID OUTLOT 'X'; THENCE N83°51'55"E, 352.46 FEET ALONG THE NORTH LINE OF SAID OUTLOT 'X' TO A POINT; THENCE S00°38'03"W, 103.20 FEET ALONG SAID NORTH LINE TO A POINT; THENCE N83°27'22"E, 350.20 FEET ALONG SAID NORTH LINE TO THE NE CORNER OF SAID OUTLOT 'X', SAID NE CORNER ALSO BEING ON THE EAST LINE OF THE NW1/4 SW1/4 OF SAID SECTION 15; THENCE S00°38'03"W, 62.45 FEET ALONG THE EAST LINE OF SAID OUTLOT 'X' AND SAID NW1/4 SW1/4 TO THE POINT OF BEGINNING AND CONTAINING 16.99 ACRES.

PARCEL 17-121

A PARCEL OF LAND IN THE SW1/4 SW1/4 OF SECTION 15, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE 5TH P.M., ALL IN THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA THAT IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SW CORNER OF SAID SW1/4 SW1/4; THENCE N00°35'58"E, 1312.24 FEET ALONG THE WEST LINE OF SAID SW1/4 SW1/4 TO THE NW CORNER OF SAID SW1/4 SW1/4, SAID NW CORNER ALSO BEING THE SE CORNER OF TIBURON, AN OFFICIAL PLAT RECORDED IN BOOK 2014, PAGE 5707 AT THE DALLAS COUNTY RECORDER'S OFFICE; THENCE N83°51'55"E, 602.42 FEET ALONG THE NORTH LINE OF SAID SW1/4 SW1/4, SAID NORTH LINE ALSO BEING THE SOUTH LINE OF SAID TIBURON, TO THE SW CORNER OF OUTLOT 'X' OF SAID TIBURON; THENCE S16°31'21"E, 116.49 FEET; THENCE S09°50'39"E, 79.55 FEET; THENCE S03°23'37"W, 64.09 FEET; THENCE S14°40'23"W, 82.44 FEET; THENCE S06°20'06"E, 76.12 FEET; THENCE S35°12'35"E, 82.79 FEET; THENCE S75°40'50"E, 73.63 FEET; THENCE S84°48'52"E, 108.64 FEET; THENCE S36°07'20"E, 54.54 FEET; THENCE S11°08'55"E, 102.56 FEET; THENCE S15°19'52"E, 208.81 FEET; THENCE S29°07'47"E, 65.31 FEET; THENCE S14°59'27"W, 41.77 FEET; THENCE S32°55'08"W, 48.01 FEET; THENCE S70°05'28"W, 92.77 FEET; THENCE S31°21'13"W, 83.02 FEET; THENCE S22°46'31"W, 51.52 FEET; THENCE S42°25'18"W, 80.78 FEET; THENCE S14°05'42"E, 31.75 FEET; THENCE S53°09'58"E, 65.27 FEET; THENCE S83°28'45"E, 96.67 FEET TO A POINT ON THE SOUTH LINE OF SAID SW1/4 SW1/4; THENCE S83°59'46"W, 928.75 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING AND CONTAINING 24.03 ACRES MORE OR LESS.

PLAT BY: JEFF GAUDIN 915-FILES-200227M-236 DRAWING-QUANTUS PLAT OF SURVEY COVERING AND EXPAND B (11-03 X 100 INCHES) 2014-11-11 AUTOCAD FOR GEOMETRIC DOCUMENTATION

Civil Engineering Consultants, Inc.
2400 86th Street, Unit 12, Des Moines, Iowa 50322
515.276.4884 . Fax: 515.276.7084 . mail@cecinc.com

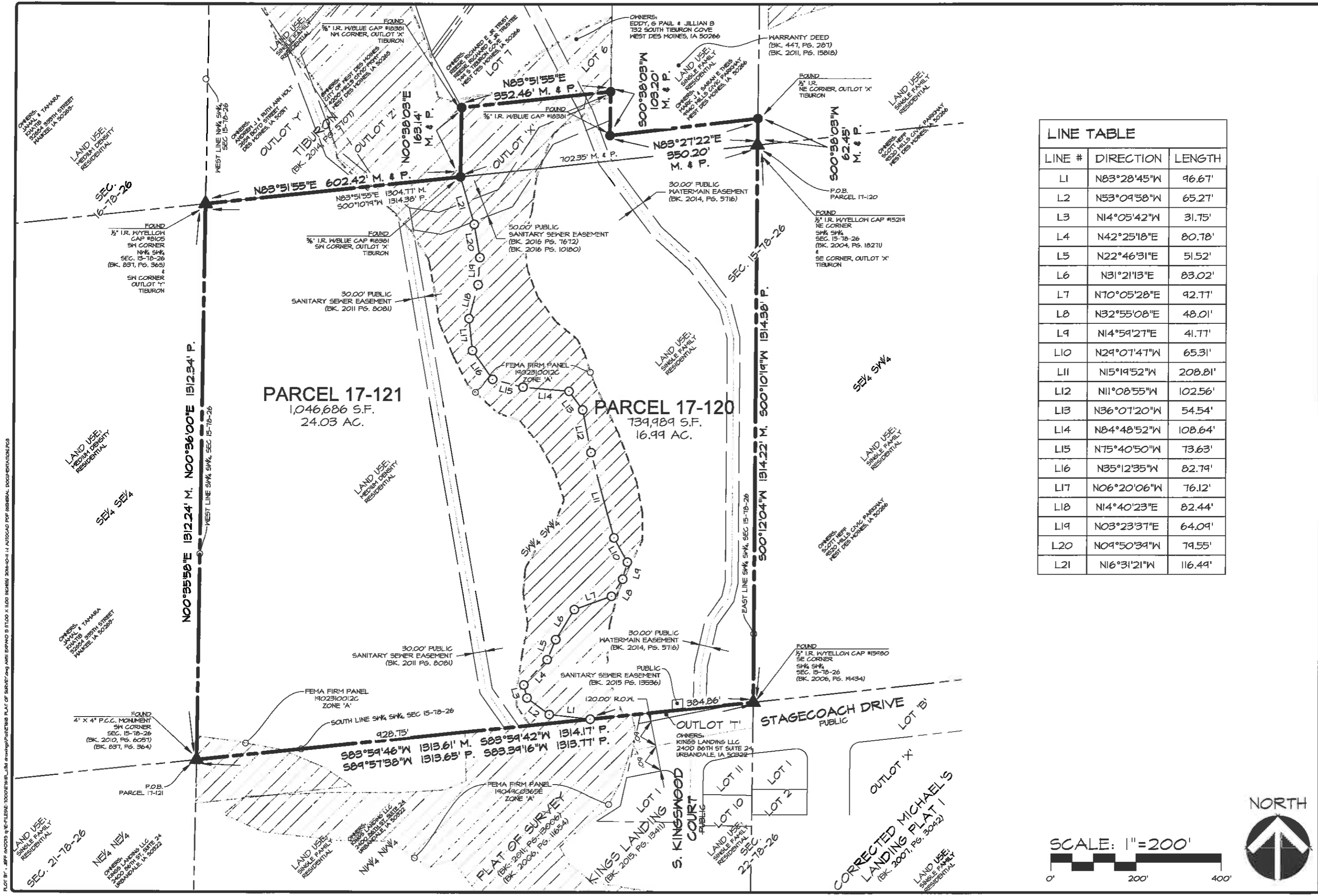


DATE	Oct. 11, 2016
1ST SUBMITTAL	OCT. 11, 2016
2ND SUBMITTAL	OCT. 11, 2016
3RD SUBMITTAL	SEP. 13, 2016
DATE OF SURVEY	SEP. 12, 2016
DESIGNED BY	JAG
DRAWN BY	JAG

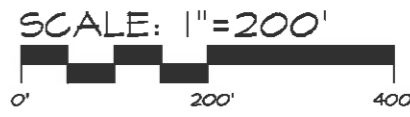
PLAT OF SURVEY
PARCEL 17-120 & 17-121, SW1/4 SW1/4, SEC. 15-78-26
WEST DES MOINES, IOWA

LEGAL DESCRIPTIONS & NOTES

SHEET
2
3



LINE #	DIRECTION	LENGTH
L1	N83°28'45"W	96.67'
L2	N53°09'58"W	65.27'
L3	N14°05'42"W	31.75'
L4	N42°25'18"E	80.78'
L5	N22°46'31"E	51.52'
L6	N31°21'13"E	83.02'
L7	N70°05'28"E	42.77'
L8	N32°55'08"E	48.01'
L9	N14°59'27"E	41.77'
L10	N29°07'47"W	65.31'
L11	N15°19'52"W	208.81'
L12	N11°08'55"W	102.56'
L13	N36°07'20"W	54.54'
L14	N84°48'52"W	108.64'
L15	N75°40'50"W	73.63'
L16	N35°12'35"W	82.79'
L17	N06°20'06"W	76.12'
L18	N14°40'23"E	82.44'
L19	N03°23'37"E	64.09'
L20	N09°50'39"W	79.55'
L21	N16°31'21"W	116.49'



Civil Engineering Consultants, Inc.
 2400 86th Street, Unit 12, Des Moines, Iowa 50322
 515.276.4884 • Fax: 515.276.7084 • mail@cecinc.com

CEC

DATE	Oct. 11, 2016
3RD SUBMITTAL	
2ND SUBMITTAL	OCT. 11, 2016
1ST SUBMITTAL	SEP. 13, 2016
DATE OF SURVEY	SEP. 12, 2016
DESIGNED BY	JAG
DRAWN BY	JAG

PLAT OF SURVEY
 PARCEL 17-120 & 17-121, SW1/4 SW1/4, SEC. 15-78-26
 WEST DES MOINES, IOWA

PLAT OF SURVEY

SHEET
 9
 3

E-7618

Prepared by: J. Bradley 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 RELEASING THE MAJESTIC OAKS PLAT-OF-SURVEY (POS-003225-2016) FOR THE PURPOSE OF DIVIDING A 41 ACRE PARCEL INTO TWO PARCELS FOR TRANSFER OF OWNERSHIP.

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, the applicant, John Wick has requested approval for a Plat-of-Survey (POS-003225-2016) for property located at Northwest corner of Stagecoach Drive and S95th Street to divide a 41 acre parcel into two parcels for transfer of ownership;

Legal Description

OUTLOT 'X' OF TIBURON, AN OFFICIAL PLAT RECORDED IN BOOK 2014, PAGE 5707 AT THE DALLAS COUNTY RECORDER'S OFFICE, AND A PARCEL OF LAND IN THE SW1/4 SW1/4 OF SECTION 15, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE 5TH P.M., ALL IN THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA THAT IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NE CORNER OF SAID SW1/4 SW1/4, SAID NE CORNER ALSO BEING THE SE CORNER OF SAID OUTLOT 'X';

THENCE S00°12'04"W, 1314.22 FEET ALONG THE EAST LINE OF SAID SW1/4 SW1/4 TO THE SE CORNER OF SAID SW1/4 SW1/4, SAID SE CORNER ALSO BEING THE NE CORNER OF KING'S LANDING PLAT 1, AN OFFICIAL PLAT RECORDED IN BOOK 2015, PAGE 13411 AT THE DALLAS COUNTY RECORDER'S OFFICE;

THENCE S83°59'46"W, 384.86 FEET ALONG THE SOUTH LINE OF SAID SW1/4 SW1/4, SAID SOUTH LINE ALSO BEING THE NORTH LINE OF SAID KING'S LANDING, TO A POINT;

THENCE N83°28'45"W, 96.67 FEET TO A POINT;

THENCE N53°09'58"W, 65.27 FEET TO A POINT;

THENCE N14°05'42"W, 31.75 FEET TO A POINT;

THENCE N42°25'18"E, 80.78 FEET TO A POINT;

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THENCE N32°55'08"E, 48.01 FEET TO A POINT;
THENCE N14°59'27"E, 41.77 FEET TO A POINT;
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THENCE N11°08'55"W, 102.56 FEET TO A POINT;
THENCE N36°07'20"W, 54.54 FEET TO A POINT;
THENCE N84°48'52"W, 108.64 FEET TO A POINT;
THENCE N75°40'50"W, 73.63 FEET TO A POINT;
THENCE N35°12'35"W, 82.79 FEET TO A POINT;
THENCE N06°20'06"W, 76.12 FEET TO A POINT;
THENCE N14°40'23"E, 82.44 FEET TO A POINT;
THENCE N03°23'37"E, 64.09 FEET TO A POINT;
THENCE N09°50'39"W, 79.55 FEET TO A POINT;
THENCE N16°31'21"W, 116.49 FEET TO THE SW CORNER OF SAID OUTLOT 'X', SAID SW CORNER ALSO BEING ON THE NORTH LINE OF SAID SW1/4 SW1/4;
THENCE N00°38'03"E, 163.14 FEET ALONG THE WEST LINE OF SAID OUTLOT 'X' TO THE NW CORNER OF SAID OUTLOT 'X';
THENCE N83°51'55"E, 352.46 FEET ALONG THE NORTH LINE OF SAID OUTLOT 'X' TO A POINT;
THENCE S00°38'03"W, 103.20 FEET ALONG SAID NORTH LINE TO A POINT;
THENCE N83°27'22"E, 350.20 FEET ALONG SAID NORTH LINE TO THE NE CORNER OF SAID OUTLOT 'X', SAID NE CORNER ALSO BEING ON THE EAST LINE OF THE NW1/4 SW1/4 OF SAID SECTION 15;
THENCE S00°38'03"W, 62.45 FEET ALONG THE EAST LINE OF SAID OUTLOT 'X' AND SAID NW1/4 SW1/4 TO THE POINT OF BEGINNING AND CONTAINING 16.99 ACRES

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 October 31, 2016, this City Council held a duly-noticed meeting to consider the application for Plat-of-Survey (POS-003225-2016) and;

WHEREAS, the West Des Moines City Council adopted a resolution which approved the Plat-of-Survey at their meeting on October 31, 2016, subject to any conditions of approval, and;

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

SECTION 1. The findings of consistency with the Comprehensive Plan as stated in the staff report, dated

October 31, 2016, or as amended orally at the City Council meeting of October 31, 2016, are adopted.

SECTION 2. Plat-of-Survey, (POS-003225-2016) is approved, subject to compliance with all the conditions in the staff report, dated October 31, 2016, including conditions added at the meeting, if any, and attached hereto as Exhibit "A". Violation of any such conditions shall be grounds for revocation of the entitlement, as well as any other remedy which is available to the City.

SECTION 3. This resolution does release the Plat-of-Survey (POS-003225-2016) for recordation. The City Council of West Des Moines directs the City Clerk to release said Plat-of-Survey for recordation in accordance with said City Council approval of the Plat-of-Survey on October 31, 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 31, 2016, among other proceedings, Roll Call No. _____ approved said Plat-of-Survey on October 31, 2016, and released said Plat-of-Survey for recordation.

Ryan T. Jacobson
City Clerk

IN WITNESS WHEREOF, I have hereunto set my hand this 31st day of October, 2016.

Steven K. Gaer
Mayor

ATTEST:

Ryan T. Jacobson
City Clerk

**EXHIBIT A:
CONDITIONS OF APPROVAL**

1. Prior to recordation of the Plat-of-Survey with the County, the current owner(s) of the 41 acres shall execute the Parkland Dedication Agreement for the eastern 17 acres (anticipated Majestic Oaks Subdivision) that clearly informs and obligates the western 24 acre parcel (Plat-of-Survey parcel 17-121) to fulfill the Parkland Dedication obligations for the eastern parcel (Plat-of-Survey parcel 17-120). Said Parkland Dedication Agreement shall be recorded in conjunction with the Plat-of-Survey.

1. Prior to a transfer of ownership of the western parcel, the current owner of the western parcel shall inform the purchaser that the parkland dedication requirements for both the western 24 acres and the eastern 17 acres (all 41 acres) shall be provided by the purchaser at time of development of the western 24 acres (Plat-of-Survey parcel 17-121).

2. The approval of this Plat-of-Survey is for the transfer of ownership only: all public improvements, internal infrastructure, legal documents, fees and sureties required of typical development run with the ground and remain the responsibility of the subsequent owner(s).

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

DATE: October 31, 2016

ITEM: Holiday Park Deep Well Pump House, 1701 Railroad, Building 4000, Construction of a 290 sq. ft. single story building for a pump house - West Des Moines Water Works – MaM-003213-2016

RESOLUTION: Approval of a Major Modification to Site Plan

FINANCIAL IMPACT: Undetermined.

BACKGROUND: The applicant, West Des Moines Water Works, requests approval of a major modification to a site plan to approve the construction of a 290 sq. ft. single story pump house at Holiday Park for the to-be constructed aquifer deep well (see Exhibit I, Attachment B – Location Map and Attachment C – Site Plan and building elevation). The building materials include split face concrete masonry block and metal coping with colors to match existing structures in the park.

Plan and Zoning Commission Action:

Vote: 7-0 approval

Date: October 24, 2016

Motion: Adopt a resolution recommending the City Council approve the Major Modification to a Site Plan request.

OUTSTANDING ISSUES: There are no outstanding issues. The applicant is in agreement with the recommended 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 and Planning (*September 19, 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 Major Modification to a Site Plan for the construction of a well pump house at 1701 Railroad Avenue Building 4000, subject to the applicant meeting all City Code requirements and the following:

Lead Staff Member: Kara Tragesser, AICP

STAFF REVIEWS

Department Director	LS
Appropriations/Finance	
Legal	
Agenda Acceptance	RTJ JJ

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	September 19, 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 - Site Plan Drawing and Elevation
- Exhibit II - City Council Resolution

EXHIBIT I

CITY OF WEST DES MOINES PLAN AND ZONING COMMISSION COMMUNICATION

Meeting Date: October 24, 2016

Item: Holiday Park Deep Well Pump House, 1701 Railroad, Building 4000, Construction of a 290 sq. ft. single story building for a pump house - West Des Moines Water Works – MaM-003213-2016

Requested Action: Approval of a Major Modification to a Site Plan

Case Advisor: Kara Tragesser, AICP 

Applicant's Request: The applicant, West Des Moines Water Works, requests approval of a major modification to a site plan to approve the construction of a 290 sq. ft. single story pump house at Holiday Park for the to-be constructed aquifer deep well (see Attachment B – Location Map and Attachment C – Site Plan and building elevation). The building materials include split face concrete masonry block and metal coping with colors to match existing structures in the park.

History: The property for the park was purchased in 1957, improvements continued through time to where in recent times the park has been improved with several projects. In 2001, the City approved a minor modification for the installation of the Holiday Park pool; in 2002, the City approved a minor modification to improve the softball fields; in 2009, the City approved a minor modification to improve the girls' softball fencing and concession stand; in 2012, the City approved a major modification for the Holiday Park Petite 2 softball field fence expansion; in 2014, the city approved a minor modification for the youth baseball field improvements; and now this application is for the construction of a pump house for the new aquifer deep well to be constructed at this location.

City Council Subcommittee: The deep well project was presented to the Development and Planning City Council Subcommittee on March 7, 2016, where West Des Moines Water Works General Manager explained the need for the well that will be housed in the pump house, the need for 24/7 operations, and the considerations planned to be provided to neighbors within 500 feet of the operation. The project for the pump house was presented to the Development and Planning Subcommittee on September 19, 2016. The Subcommittee was supportive of the project.

Staff Review and Comment: This request was distributed to other City departments and other agencies for their review and comment. There are no outstanding issues.

Comprehensive Plan Consistency: The project has been reviewed for consistency with the Comprehensive Plan. Based upon that review, a finding has been made that the proposed project is consistent with the Comprehensive Plan in that the project is consistent with all of the goals and policies of the Comprehensive Plan and the land use map of the Comprehensive Plan.

Findings: This proposed project was distributed to various City departments for review and comment. Based upon that review, the following findings have been made on the proposed project:

1. The proposed development and use is consistent with the West Des Moines Comprehensive Plan in that the project has been reviewed for consistency with the Comprehensive Plan. Based upon that review, a finding has been made that the proposed project is consistent with the Comprehensive Plan in that the project is consistent with all of the goals and policies of the Comprehensive Plan.
2. The proposed development and use does assure compatibility of property uses within the zone and general area in that this project was reviewed by various City Departments for compliance with the Zoning Ordinance.
3. All applicable standards and conditions have been imposed which protects the public health, safety and welfare in that this project was reviewed by various City Departments and public agencies for compliance with the various state and local regulations. Based upon that review a finding is made that the project has been adequately conditioned to protect the health, welfare and safety of the community.

4. There is adequate on-site and off-site public infrastructure to support the proposed development in that this project was reviewed by various public agencies, 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 Major Modification to a Site Plan to allow the construction of a pump house at Holiday Park, 1701 Railroad Avenue, Building 4000.

Property Owner: City of West Des Moines
4200 Mills Civic Parkway
West Des Moines IA 50265

Applicant(s): West Des Moines Water Works
4200 Mills Civic Parkway, Suite 2A
West Des Moines IA 50265

Attachments:

- Attachment A - Plan and Zoning Commission Resolution
- Attachment B - Location Map
- Attachment C - Site Plan Drawing and Elevation

RESOLUTION NO. PZC-163-064

A RESOLUTION OF THE PLAN AND ZONING COMMISSION OF THE CITY OF WEST DES MOINES, RECOMMENDING TO THE CITY COUNCIL THAT IT APPROVE A MAJOR MODIFICATION (MaM-003213-2016) TO CONSTRUCT A 290 SQ. FT. PUMP HOUSE AT HOLIDAY PARK LOCATED AT 1701 RAILROAD AVENUE BUILDING 4000

WHEREAS, pursuant to the provisions of Title 9, Chapter 1 et seq. of the West Des Moines Municipal Code, the applicant, West Des Moines Water Works, has requested approval of a Major Modification Permit (MaM-003213-2016) for that property located at 1701 Railroad Avenue to construct a 290 sq. ft. pump house;

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 October 24, 2016 this Commission held a duly-noticed public meeting to consider the application for Major Modification;

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 noted above, or as amended orally at the meeting on this date, are adopted.


SECTION 2. The Major Modification to construct a 290 sq. ft. pump house 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 October 24, 2016.



Craig Erickson, Chair
Plan and Zoning Commission

ATTEST:




Recording Secretary

I HEREBY CERTIFY that the foregoing resolution was duly adopted by the Plan and Zoning Commission of the City of West Des Moines, Iowa, at a regular meeting held on October 24, 2016, by the following vote:

AYES: Anderson, Brown, Costa, Crowley, Erickson, Hatfield, Southworth
NAYS:
ABSTENTIONS:
ABSENT:

ATTEST:



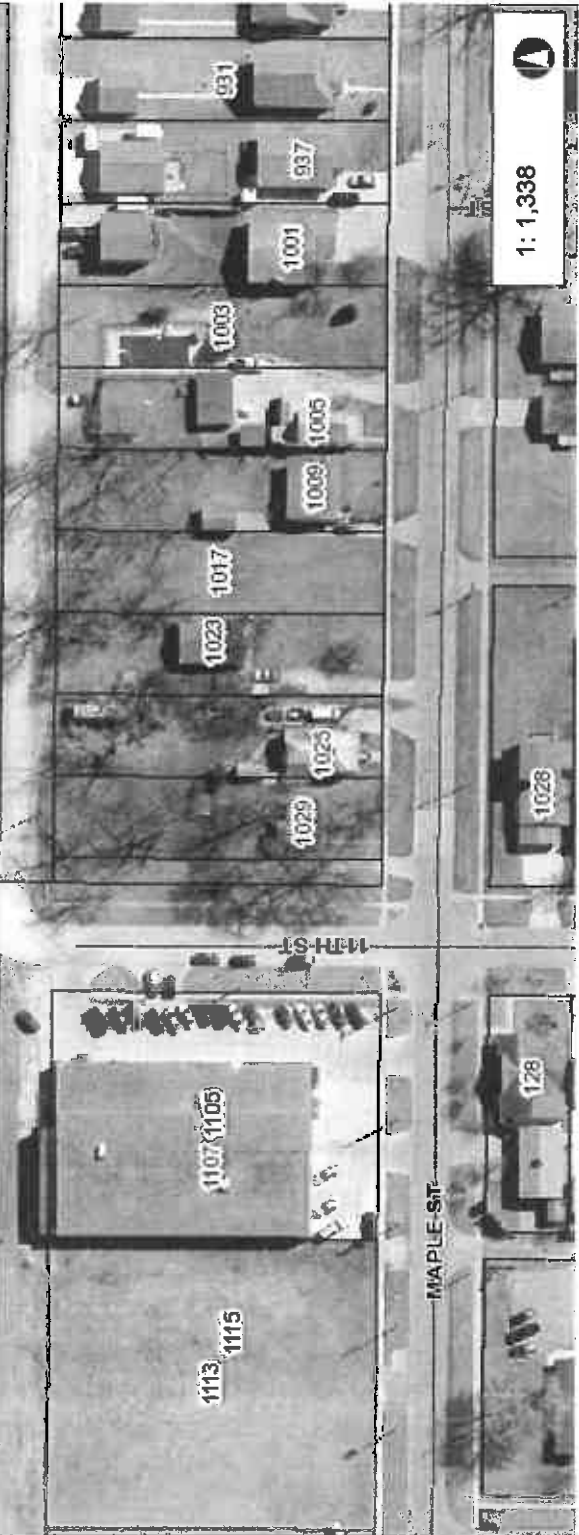
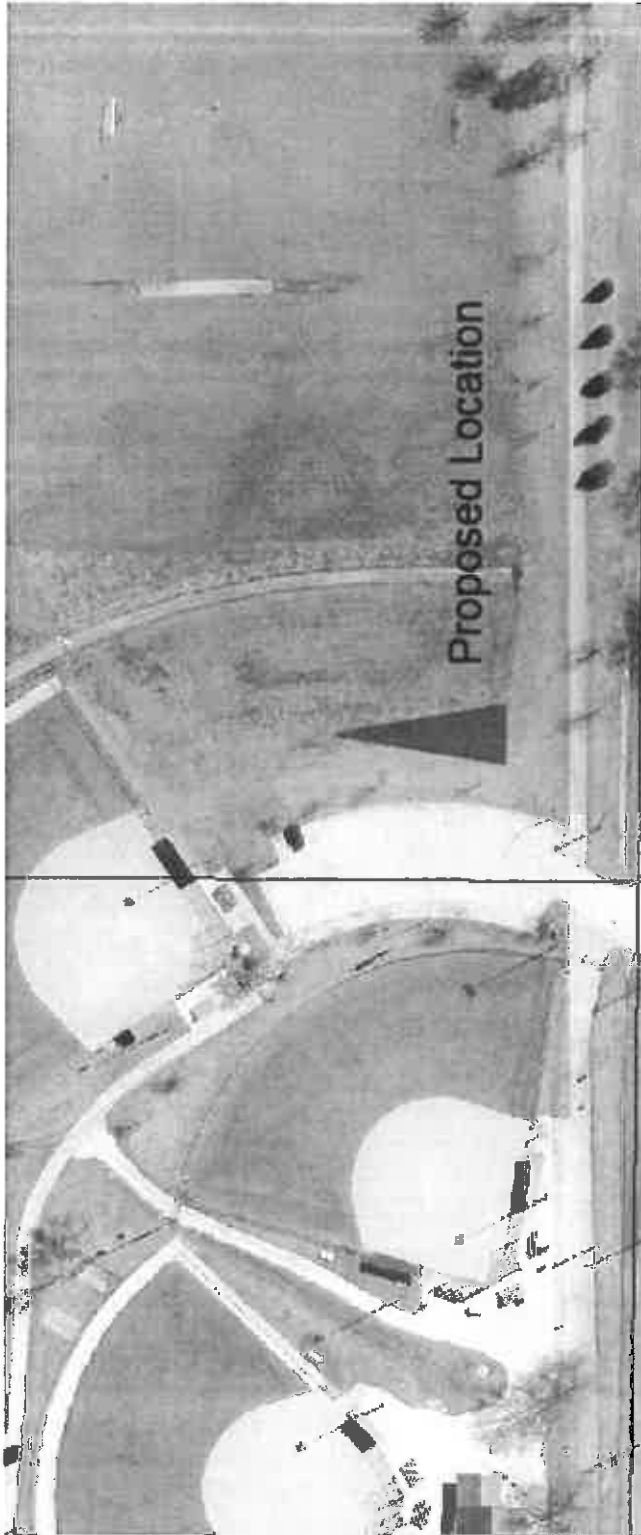
Recording Secretary

Exhibit A
CONDITIONS OF APPROVAL

None.



1701 Railroad Ave Bldg 4000

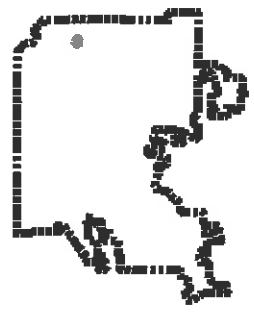


1: 1,338

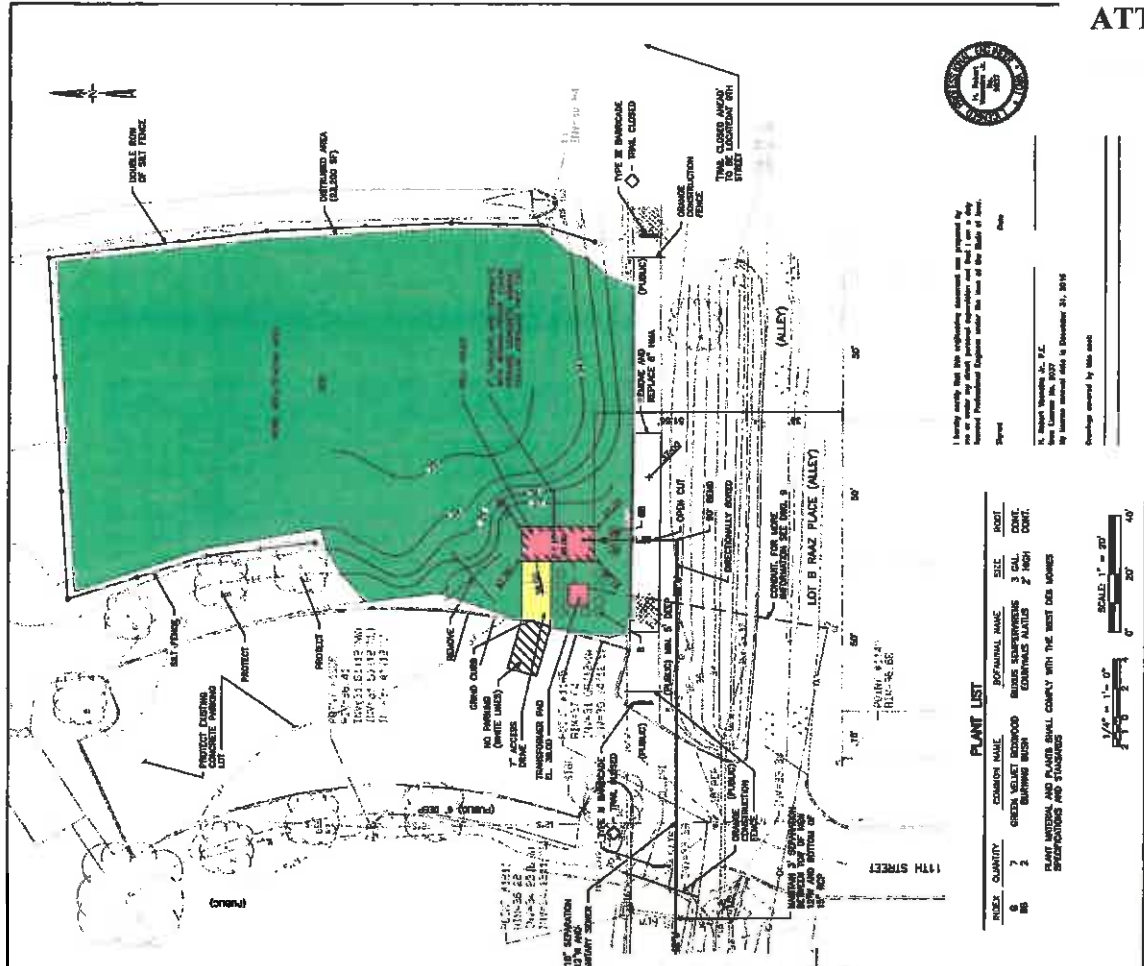


Disclaimer: The City of West Des Moines makes no warranties regarding the accuracy or completeness of the data provided herein.

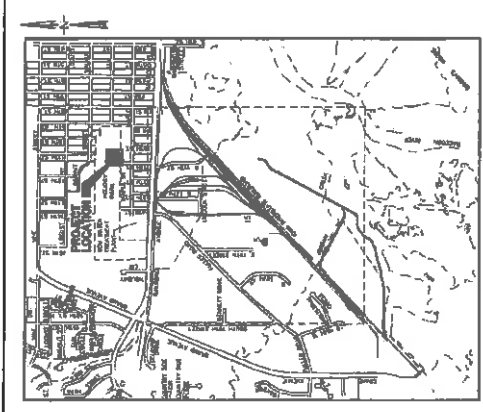
THIS MAP IS NOT TO BE USED FOR NAVIGATION



Legend
□ Parcels



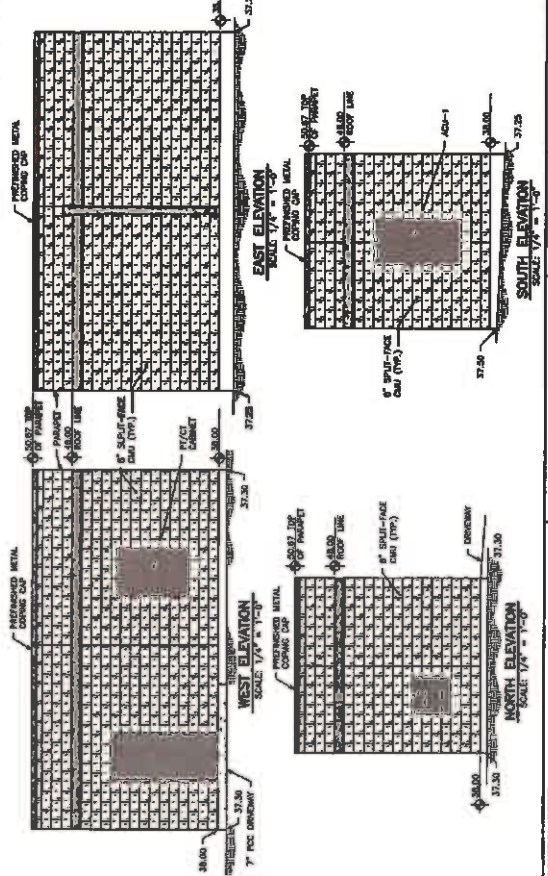
1. ALL UTILITIES SHOWN ON THE PLAN ARE PUBLIC UNLESS NOTED OTHERWISE.
2. PROPERTY IS APPROXIMATELY 50 FEET DISTANCE FROM 17TH STREET.
3. THE PUMP HOUSE IS LOCATED ENTIRELY ON A 10' WIDE STRIP OF LAND TO THE WEST OF THE 17TH STREET RIGHT-OF-WAY. THE DISTANCE FROM THE CENTERLINE OF THE 17TH STREET TO THE CENTERLINE OF THE PUMP HOUSE IS APPROXIMATELY 10 FEET.
4. ALL CONSTRUCTION WITHIN PUBLIC EASEMENTS, ALLEYS OR ANY CONNECTIONS TO PUBLIC STREETS AND STREETS SHALL COMPLY WITH THE WEST DES MOINES STANDARD CONSTRUCTION MANUAL AND STANDARDS.
5. AT LEAST ONE WALK PAVEMENT TO ANY CONNECTION WITH PUBLIC STREETS AND STREETS SHALL COMPLY WITH THE WEST DES MOINES STANDARD CONSTRUCTION MANUAL AND STANDARDS.
6. THE CONTRACTOR IS RESPONSIBLE TO KEEP AND MAINTAIN ACCESS TO PUBLIC STREETS AND STREETS AT ALL TIMES.
7. CONTRACTOR TO PROVIDE THE NAME OF PERSON TO THE CITY OF WEST DES MOINES RESPONSIBLE FOR EXERCISE CONTROL OF THE SITE AND STREET MAINTENANCE.
8. CONTRACTOR MAY USE EXISTING PAVEMENT FOR LIGHTER WEIGHT CONCRETE. CONTRACTOR IS RESPONSIBLE TO PROVIDE PROPER DRAINAGE AND CURBS TO MAINTAIN PROPER DRAINAGE.
9. USE IMPROVED CURBS FOR ENTRANCE TO THE WORK AREA/STORAGE AREA. REMOVE AND REPLACE CURBS TO MAINTAIN PROPER DRAINAGE AND CURBS TO MAINTAIN PROPER DRAINAGE.
10. COMPREHENSIVE PLAN USE DESIGNATION: PUBLIC AND OPEN SPACE.
11. ZONING DISTRICT: OS - OPEN SPACE.
12. OWNER: CITY OF WEST DES MOINES, 500 HILLS ROAD, WEST DES MOINES, IA 50319.
13. ARCHITECT: JAMES W. WILSON, INC., 1111 WEST DRUMM, WEST DES MOINES, IA 50319.
14. ADDRESS: 1700 WEST DRUMM, WEST DES MOINES, IA 50319.



VICINITY MAP
NO SCALE

ADDRESS
1700 WEST DRUMM
WEST DES MOINES, IA

LEGAL DESCRIPTION
10-78-28, 281/4



I hereby certify that the information submitted was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Iowa.

Project: _____ Date: _____

By: _____
 N. Robert Woodruff, P.E.
 West Des Moines, IA, 50319
 My License Number: 10000
 My License Issue Date: 10/20/2010
 My License Expiration Date: 10/20/2015

PLANT LIST

NO.	QUANTITY	COMMENTS	PLANT NAME	SIZE	ROOT
1	2	GREEN SUEDE BUSH	GREEN SUEDE BUSH	3 FEET	CONT.
2	2	RED TWIG DOGWOOD	RED TWIG DOGWOOD	3 FEET	CONT.

PLANT MATERIAL AND PLANTING SHALL COMPLY WITH THE WEST DES MOINES STANDARD CONSTRUCTION MANUAL AND STANDARDS.



		DEEPWELL #26 PUMP HOUSE SITE PLAN	
VERASTRA & KIMM, INC. 3000 Westcott Parkway West Des Moines, Iowa 50346-1320 515-252-8000 • 515-252-7448 (FAX) • 800-241-6000 (TOLL FREE)		DATE: 10/13/14 DRAWN BY: [Name] CHECKED BY: [Name] APPROVED BY: [Name]	
REVISIONS		SCALE: 1" = 20' 1/4" = 1'-0"	
CONTROL POINT 0-100 0-101 0-102 0-103	COORDINATES 1700 WEST DRUMM, WEST DES MOINES, IA 50319 1700 WEST DRUMM, WEST DES MOINES, IA 50319 1700 WEST DRUMM, WEST DES MOINES, IA 50319 1700 WEST DRUMM, WEST DES MOINES, IA 50319	BENCHMARK 88-00 88-01 88-02	NORTH ELEVATION SCALE: 1/4" = 1'-0" SOUTH ELEVATION SCALE: 1/4" = 1'-0" EAST ELEVATION SCALE: 1/4" = 1'-0" WEST ELEVATION SCALE: 1/4" = 1'-0"

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 MAJOR MODIFICATION (MaM-003213-2016) TO CONSTRUCT A 290 SQ. FT. SINGLE STORY BUILDING FOR A PUMP HOUSE AT 1701 RAILROAD AVENUE, BUILDING 4000

WHEREAS, pursuant to the provisions of Title 9, Chapter 1 et seq, of the West Des Moines Municipal Code, West Des Moines Water Works requests approval of a Major Modification for that site located at 1701 Railroad Avenue to construct a 290 sq. ft. single story building for a pump house on property legally described as:

Legal Description of Property

Section 10-78-25 SW 1/4 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 24, 2016, the Plan and Zoning Commission recommended to the City Council approval of the Major Modification; and

WHEREAS, on this date, this City Council held a duly-noticed meeting to consider the application for Major Modification.

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 Major Modification, or as amended orally at the City Council meeting on this date, are adopted.

SECTION 2. The address assigned to the building is 1701 Railroad Avenue Building 4000.

SECTION 3. The MAJOR MODIFICATION to construct a 290 sq. ft. building for a pump house 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" is approved. 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 31, 2016.

Steve Gaer, Mayor

ATTEST:

Ryan T. Jacobson
City Clerk

EXHIBIT "A"
CONDITIONS OF APPROVAL

None

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

Date: October 31, 2016

ITEM: Phase 1B Edgewater Building Addition, 9225 Cascade Avenue – Approval of an approximately 98,000 square foot building addition and associated landscaping – Wesley Active Life Community, LLC – MaM-003163-2016

RESOLUTION: Approval of Major Modification to Site Plan

FINANCIAL IMPACT: Undetermined.

BACKGROUND: The applicant, Gary Reed with Civil Design Advantage on behalf of Wesley Active Life Community, LLC is requesting, approval of a major modification to a site plan for the construction of a four-story, 98,000 square foot building addition and associated landscaping for that development known as Edgewater and located at 9225 Cascade Avenue. This building addition will add 38 resident rooms to their existing building. Under-building parking is being incorporated. The building design and materials will match with that of the existing building.

Plan and Zoning Commission Action:

Vote: 7-0 approval

Date: October 24, 2016

Motion: Adopt a resolution recommending the City Council approve the Major Modification to Site Plan

OUTSTANDING ISSUES: There are no outstanding issues. Staff notes the following:

- **Storm Water Management Facility Maintenance Agreement:** The original building and site improvements occurred prior to City requiring execution of a Storm Water Management Facility Maintenance Agreement. As a part of newer development actions, the City tries to obtain the agreement to ensure proper maintenance of detention areas. The applicant provided the agreement; however, during the final review, it was discovered that the lienholder has not signed the document. The applicant is working diligently to obtain the signature and can't afford a delay in approval because the end of the construction season is quickly approaching. Staff would like to work with the applicant and recommends proceeding with the Major Modification with a condition of approval requiring the submittal of the completed document before any building permits for above ground construction can be issued. 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.

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: 9/19/2016*
- Staff Review and Comments
 - *Sugar Creek Storm Water Connection Fee District*
 - *Storm Water Management Facility Maintenance Agreement*
- Comprehensive Plan Consistency
- Findings
- Staff Recommendations and Conditions of Approval
- Owner/Applicant Information

RECOMMENDATION: Based upon the preceding review and a finding of consistency with the goals and policies of the Comprehensive Plan, the Plan and Zoning Commission recommends the City Council approve the Major Modification to allow the construction of a 98,000 square foot building addition and associated landscaping, subject to the applicant meeting all City Code requirements and the following:

1. The applicant acknowledging and agreeing that building permits for any above ground construction will not be issued until such time that the applicant provides a Storm Water Management Facility Maintenance Agreement signed by all parties. 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.

Lead Staff Member: J. Bradley Munford

JBM

Staff Reviews:

Department Director	<i>LS</i>
Appropriations/Finance	
Legal	
Agenda Acceptance	<i>RJ</i>

PUBLICATION(S) (if applicable)

Published In	n/a
Date(s) Published	n/a
Letter sent to surrounding property owners	n/a

SUBCOMMITTEE REVIEW (if applicable)

Committee	Development & Planning		
Date Reviewed	9/19/2016		
Recommendation	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Split <input type="checkbox"/>

ATTACHMENTS:

- Exhibit I - Plan and Zoning Commission Communication
 - Attachment A - Commission Resolution
 - Exhibit A - Conditions of Approval
 - Attachment B - Location Map
 - Attachment C - Site Plan
 - Attachment D - Building Elevations
- Exhibit II - City Council Resolution
 - Exhibit A - Conditions of Approval

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

Meeting Date: October 24, 2016

Item: Phase 1B Edgewater Building Addition, 9225 Cascade Avenue – Approval of an approximately 98,000 square foot building addition and associated landscaping – Wesley Active Life Community, LLC – MaM-003163-2016

Requested Action: Approval of Major Modification to a Site Plan

Case Advisor: J. Bradley Munford 

Applicant's Request: The applicant, Gary Reed with Civil Design Advantage on behalf of Wesley Active Life Community, LLC is requesting, approval of a major modification to a site plan for the construction of a four-story, 98,000 square foot building addition and associated landscaping for that development known as Edgewater and located at 9225 Cascade Avenue. This building addition will add 38 resident rooms to their existing building. Under-building parking is being incorporated. The building design and materials will match with that of the existing building. This Phase 1B building addition, along with a potential future Phase 1C building addition to add another 29 rooms was planned and shown with the original concept site plan submitted for the existing building.

History: The City Council approved a Rezoning Request to establish the Tallyn's Reach PUD (aka Michael's Landing and/or Woodland Hills development) on June 19, 2006. The original site plan for the Edgewater development was approved on September 24, 2007.

City Council Subcommittee: This project was presented to the Development and Planning City Council Subcommittee on September 19, 2016. No disagreement with the proposed major modification was expressed.

Staff Review and Comment: This request was distributed to other City departments and other agencies for their review and comment. There are no outstanding issues. Staff notes the following:

- Sugar Creek Storm Water Connection Fee District: As indicated above, this addition was indicated in the original concept site plan for the existing Edgewater building. Per the adopted ordinance establishing this connection fee district, *'Platted property, developed or undeveloped, subject to an approved development plan with the City on the effective date hereof establishing the connection fee district for the area where the property is located is exempt from and not subject to the connection fee'*.
- The original building and site improvements occurred prior to City requiring execution of a Storm Water Management Facility Maintenance Agreement. As a part of newer development actions, the City tries to obtain the agreement to insure proper maintenance of detention areas. Staff has requested and the applicant has provided a Storm Water Management Facility Maintenance Agreement for this development.

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, 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 Major Modification to a Site Plan for Edgewater Building Addition allowing the construction of a 98,000 square foot building addition and associated landscaping to the Edgewater development located at 9225 Cascade Avenue, subject to the applicant meeting all City Code requirements.

Applicant:
 Gary Reed
 Civil Design Advantage
 3405 SE Crossroads Drive, Suite G
 Grimes, Iowa 50111
garyr@cda-eng.com

Property Owner:
 Frank Tallerico
 Edgewater, a Wesley Active Life Community, LLC
 5508 NW 88th Street
 Johnston, Iowa 50131
ftallerico@wesleylife.org

Attachments:

Attachment A	-	Plan and Zoning Commission Resolution
Exhibit A		Conditions of Approval
Attachment B	-	Location Map
Attachment C	-	Site Plan
Attachment D	-	Building Elevations

RESOLUTION NO. PZC-16-065

A RESOLUTION OF THE PLAN AND ZONING COMMISSION OF THE CITY OF WEST DES MOINES, RECOMMENDING TO THE CITY COUNCIL THAT IT APPROVE A MAJOR MODIFICATION (MaM-003163-2016) FOR A 98,000 SQUARE FOOT BUILDING ADDITION AND ASSOCIATED LANDSCAPING AT 9225 CASCADE AVENUE

WHEREAS, pursuant to the provisions of Title 9, Chapter 1 et seq, of the West Des Moines Municipal Code, the applicant, Wesley Active Life Community, LLC, has requested approval of a Major Modification Permit (MaM-003163-2016) for that property located at 9225 Cascade Avenue to construct a 98,000 square foot building addition and related site improvements;

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 October 24, 2016, this Commission held a duly-noticed public meeting to consider the application for Major Modification;

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

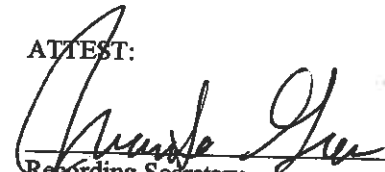
SECTION 1. The findings, for approval, in the staff report noted above, or as amended orally at the meeting on this date, are adopted.

SECTION 2. The Major Modification to construct a 98,000 square foot building addition and related site improvements 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 October 24, 2016.


Craig Erickson, Chair
Plan and Zoning Commission

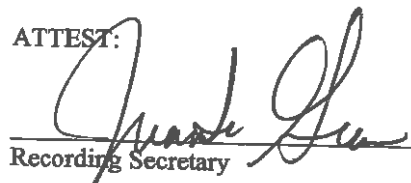
ATTEST:


Recording Secretary

I HEREBY CERTIFY that the foregoing resolution was duly adopted by the Plan and Zoning Commission of the City of West Des Moines, Iowa, at a regular meeting held on October 24, 2016, by the following vote:

- AYES: Anderson, Brown, Costa, Crowley, Erickson, Hatfield, Southworth
- NAYS:
- ABSTENTIONS:
- ABSENT:

ATTEST:


Recording Secretary

**Exhibit A
CONDITIONS OF APPROVAL**

1. None

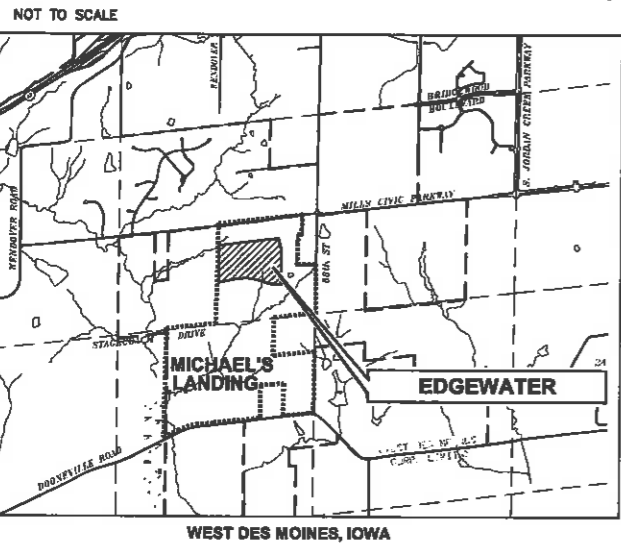


Edgewater Building Addition



MAJOR MODIFICATION FOR: EDGEWATER (PHASE 1B) WEST DES MOINES, IOWA

VICINITY MAP

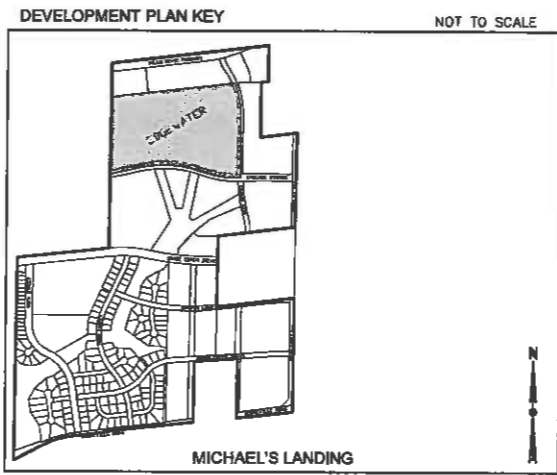


INDEX OF SHEETS

NO.	DESCRIPTION
C0.0	CIVIL DESIGN ADVANTAGE TITLE SHEET
C1.0	DETAILS AND GENERAL NOTES
C2.0	PHASING PLAN & OVERALL SITE LAYOUT
C3.0	TOPOGRAPHIC SURVEY & DEMOLITION PLAN - PHASE 1B
C4.0	DIMENSION PLAN - PHASE 1B
C5.0	GRADING PLAN - PHASE 1B
C6.0	UTILITY PLAN- PHASE 1B
L1.0	LANDSCAPE PLAN

GENERAL LEGEND

PROPOSED	EXISTING
PROJECT BOUNDARY	SANITARY MANHOLE
LOT LINE	WATER VALVE BOX
SECTION LINE	FIRE HYDRANT
CENTER LINE	WATER CURB STOP
RIGHT OF WAY	WELL
PERMANENT EASEMENT	STORM SEWER MANHOLE
TEMPORARY EASEMENT	STORM SEWER SINGLE INTAKE
TYPE SW-501 STORM INTAKE	STORM SEWER DOUBLE INTAKE
TYPE SW-503 STORM INTAKE	FLARED END SECTION
TYPE SW-505 STORM INTAKE	ROOF DRAIN/ DOWNSPOUT
TYPE SW-506 STORM INTAKE	DECIDUOUS TREE
TYPE SW-513 STORM INTAKE	CONIFEROUS TREE
TYPE SW-401 STORM MANHOLE	DECIDUOUS SHRUB
TYPE SW-402 STORM MANHOLE	CONIFEROUS SHRUB
TYPE SW-301 SANITARY MANHOLE	ELECTRIC POWER POLE
STORM/SANITARY CLEANOUT	GUY ANCHOR
WATER VALVE	STREET LIGHT
FIRE HYDRANT ASSEMBLY	POWER POLE W/ TRANSFORMER
SIGN	UTILITY POLE W/ LIGHT
DETECTABLE WARNING PANEL	ELECTRIC BOX
STORM SEWER STRUCTURE NO.	ELECTRIC TRANSFORMER
STORM SEWER PIPE NO.	ELECTRIC MANHOLE OR VAULT
SANITARY SEWER STRUCTURE NO.	TRAFFIC SIGN
SANITARY SEWER PIPE NO.	TELEPHONE JUNCTION BOX
SANITARY SEWER WITH SIZE	TELEPHONE MANHOLE/VAULT
SANITARY SERVICE	TELEPHONE POLE
STORM SEWER	GAS VALVE BOX
STORM SERVICE	CABLE TV JUNCTION BOX
WATERMAIN WITH SIZE	CABLE TV MANHOLE/VAULT
WATER SERVICE	MAIL BOX
SAWCUT (FULL DEPTH)	BENCHMARK
SILT FENCE	SOIL BORING
DOWNSPOUT LOCATION	UNDERGROUND TV CABLE
USE AS CONSTRUCTED	GAS MAIN
FIRST FLOOR ELEVATION	FIBER OPTIC
BASEMENT FLOOR ELEVATION	UNDERGROUND TELEPHONE
	OVERHEAD ELECTRIC
	UNDERGROUND ELECTRIC
	FIELD TILE
	SANITARY SEWER W/ SIZE
	STORM SEWER W/ SIZE
	WATER MAIN W/ SIZE



LEGAL DESCRIPTION

LOT 1, EDGEWATER, AN OFFICIAL PLAT OF THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA AND CONTAINING 44.18 ACRES (1,924,370 S.F.).

BENCHMARK

WDM NO 35
INTERSECTION OF MILLS CIVIC PARKWAY (335th STREET, DALLAS COUNTY), AND SOUTH 88th STREET (X AVENUE, DALLAS COUNTY), NORTHEAST CORNER OF INTERSECTION, 208 FEET EAST OF CENTERLINE OF 88th STREET, 49 FEET NORTH OF THE CENTERLINE OF MILLS CIVIC PARKWAY, 2 FEET SOUTH OF THE FENCE LINE, STANDARD BENCHMARK. ELEV. = 219.04 (WEST DES MOINES DATUM).

WDM NO 37
SOUTH 88th STREET, 2840± FEET SOUTH OF MILLS CIVIC PARKWAY, 32 FEET EAST OF THE CENTERLINE OF SOUTH 88th STREET (X AVENUE, DALLAS COUNTY), ON THE FENCE LINE TO THE WEST (1/4 SECTION LINE), 1 FOOT WEST OF THE NORTH/SOUTH FENCE LINE, STANDARD BENCHMARK. ELEV. = 194.80 (WEST DES MOINES DATUM)

PROJECT BENCHMARK
TOP BURY BOLT ON FIRE HYDRANT 95 +/- FEET NORTH AND 40 +/- FEET EAST OF SOUTH 93RD STREET AND SOUTH FOXTAIL CIRCLE INTERSECTION. ELEVATION=185.42

OWNER

EDGEWATER, A WESLEY ACTIVE LIFE COMMUNITY, LLC
5508 NW 88TH STREET
JOHNSTON, IOWA 50131
515-271-5789

DATE OF SURVEY

DECEMBER, 2015

DEVELOPER/ APPLICANT

WESLEY LIFE
5508 NW 88TH STREET
JOHNSTON, IOWA 50131
515-271-5789

SITE DATA

PHASE 1
BUILDING AREAS:
RESIDENTIAL: 205,785 SF (INDEPENDENT LIVING APARTMENTS)
INSTITUTIONAL: 69,518 SF (ASSISTED LIVING & SKILLED CARE)
PUBLIC: 29,835 SF (COMMON AREAS ACCESSED BY RESIDENTS)
OUTREACH: 5,820 SF (COMMERCIAL TENANT SPACES)
SERVICE: 13,136 SF (OFFICES, KITCHEN & EMPLOYEE AREAS)
BASEMENT: 56,997 (UNDERGROUND PARKING)

ZONING

EXISTING: TALLYN'S REACH P.U.D.
(PARCEL E: MEDIUM DENSITY RES.)

TOTAL IL APARTMENTS: 137 APARTMENT UNITS (235 BEDROOMS)
TOTAL MEMORY CARE APARTMENTS: 18 ONE BEDROOM APARTMENTS
TOTAL AL APARTMENTS: 32 ONE BEDROOM APARTMENTS
OTHER BEDS: 40 SKILLED NURSING BEDS
COTTAGES (TOWNHOMES) 14 UNITS (7 BI-ATTACHED)

ENGINEER / SURVEYOR

CIVIL DESIGN ADVANTAGE, LLC
CONTACT: GARY REED
3405 SE CROSSROADS DRIVE, SUITE G
GRIMES, IOWA 50111
PH. (515) 368-4400
FX. (515) 368-4410

PHASE 1B
IL WING: 38 APARTMENT UNITS (76 BEDROOMS)
UNDERGROUND PARKING

PHASE 1C (FUTURE)
AL WING: 29 APARTMENT UNITS (29 BEDROOMS)

ADDRESS

9225 CASCADE AVENUE (COMMONS AREA)
GENERAL LOCATION: 1/4 MILE WEST OF SOUTH 88TH STREET ON CASCADE AVENUE.

FUTURE PHASE(S)
COTTAGES:
CELEBRATION CENTER: 12,000 SF

COMPREHENSIVE PLAN LAND USE

EXISTING & PROPOSED:
MEDIUM DENSITY RESIDENTIAL

IMPERVIOUS AREA
PHASE 1 (EXISTING) = 438,430 SF (39%)
PHASE 1B = 24,551 SF (2%)
(BUILDING = 19,600 SF)
(SIDEWALK = 1,241 SF)
(DRIVEWAY = 3,710 SF)

PHASE 1C = 8,884 SF (1%)
TOTAL = 469,715 SF (42%)

SUBMITTAL DATES

-MAJOR MODIFICATION SUBMITTAL #1: 07/20/16
-MAJOR MODIFICATION SUBMITTAL #2: 08/19/16
-MAJOR MODIFICATION SUBMITTAL #3: 09/22/16

NOTES:

- EROSION CONTROL MEASURES WILL BE INSTALLED AND MONITORED BY OTHERS.
- ALL FLOOD HAZARD ZONES AND THE 100 YEAR FLOOD PLAIN ELEVATION BASED ON THE NEW FLOOD INSURANCE RATE MAP (FIRM) DATED FEBRUARY 16, 2008, DO NOT FALL WITHIN THIS PLAT.
- ALL CONSTRUCTION WITHIN PUBLIC ROW/EASEMENTS, AND/OR ANY CONNECTION TO PUBLIC SEWERS AND STREETS, SHALL COMPLY WITH THE WEST DES MOINES STANDARD CONSTRUCTION SPECIFICATIONS FOR SUBDIVISIONS AND DSM METRO DESIGN STANDARDS.
- CONTACT WEST DES MOINES WATER WORKS AT LEAST ONE WEEK PRIOR TO CONSTRUCTION.
- ALL SIDEWALK CROSS SLOPES SHALL NOT EXCEED 1.5%.
- ALL LONGITUDINAL SIDEWALK SLOPES SHALL NOT EXCEED 5%.
- PRIVATE STREETS AND UTILITIES SHALL BE MAINTAINED BY THE OWNER. TO INCLUDE:
A. DETENTION POND AND APPURTENANCES
B. PRIVATE STORM SEWER
C. ALL INTERNAL CIRCULATION ROADS



UTILITY WARNING

ANY UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY AND RECORDS OBTAINED BY THIS SURVEYOR. THE SURVEYOR MAKES NO GUARANTEE THAT THE UTILITIES SHOWN COMPRISE ALL THE UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UTILITIES SHOWN ARE IN THE EXACT LOCATION SHOWN.

THIRD PARTY TESTING FIRM REQUIRED FOR TESTING OF FILLS, SUBGRADES, OVEREXCAVATIONS, SOIL TREATMENTS, PAVEMENTS, FOUNDATIONS, FLOOR SLABS, ETC. RECOMMENDATIONS WITHIN GEOTECHNICAL REPORT SHALL BE CONFIRMED BY A THIRD PARTY TESTING FIRM.

REFER TO GEOTECHNICAL EXPLORATION REPORT FOR GEOTECHNICAL REQUIREMENTS.

THE PROJECT REQUIRES AN IOWA NPDES PERMIT #2 AND CITY OF WEST DES MOINES GRADING PERMIT. CIVIL DESIGN ADVANTAGE WILL PROVIDE THE PERMITS AND THE INITIAL STORM WATER POLLUTION PREVENTION PLAN (SWPPP) FOR THE CONTRACTORS USE DURING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR UPDATING THE SWPPP THROUGHOUT CONSTRUCTION AND MEETING LOCAL, STATE AND FEDERAL REQUIREMENTS.

ALL CONSTRUCTION MATERIALS, DUMPSTERS, DETACHED TRAILERS OR SIMILAR ITEMS ARE PROHIBITED ON PUBLIC STREETS OR WITHIN THE PUBLIC R.O.W. THE MOST RECENT EDITION OF THE WEST DES MOINES STANDARD CONSTRUCTION SPECIFICATIONS FOR SUBDIVISIONS, THE 1993 DES MOINES METRO DESIGN STANDARDS WITH THE WEST DES MOINES ADDENDA, AND THE WEST DES MOINES WATER WORKS GENERAL SUPPLEMENTAL SPECIFICATIONS FOR WATER INFRASTRUCTURE SHALL APPLY TO ALL WORK ON THIS PROJECT UNLESS OTHERWISE NOTED.

THIS DESIGN SPECIFICALLY PREPARED FOR USE AT THE LOCATION SHOWN. USE IN ANY OTHER MANNER EXCEEDS THE INTENDED PURPOSE OF THESE DRAWINGS AND ANY ACCOMPANYING SPECIFICATIONS.

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

PROFESSIONAL ENGINEER
GARY REED
13840
10/16/15

PRELIMINARY FOR CONSTRUCTION

DATE: _____
BY LICENSE RENEWAL DATE IS DECEMBER 31, 2016
PAGES OR SHEETS COVERED BY THIS SEAL:
C0.0-C6.0

GA
CIVIL DESIGN ADVANTAGE
3405 SE CROSSROADS DR., SUITE G, GRIMES, IOWA 50111
PH. (515) 368-4400 FAX (515) 368-4410
PROJECT NO. 1511608

REVISIONS

NO.	DATE	DESCRIPTION
1	08/22/16	001/16/15
2	08/22/16	002/16/15
3	08/22/16	003/16/15
4	08/22/16	004/16/15
5	08/22/16	005/16/15
6	08/22/16	006/16/15
7	08/22/16	007/16/15
8	08/22/16	008/16/15
9	08/22/16	009/16/15
10	08/22/16	010/16/15

3405 S.E. CROSSROADS DRIVE, SUITE G
GRIMES, IOWA 50111
PHONE: (515) 368-4400 FAX: (515) 368-4410

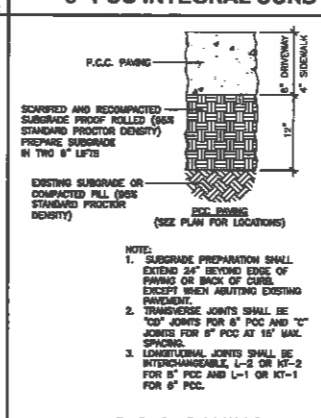
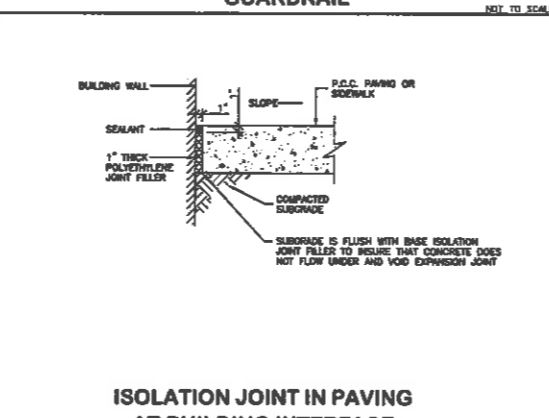
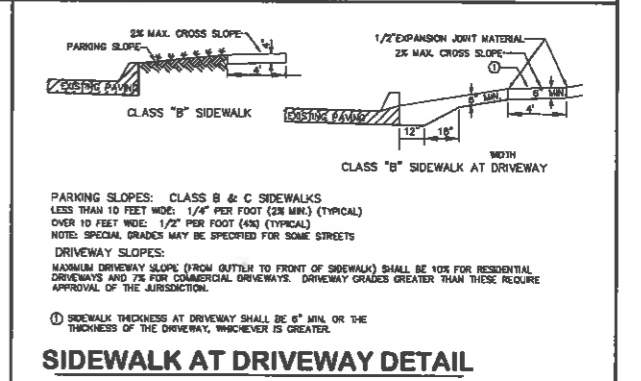
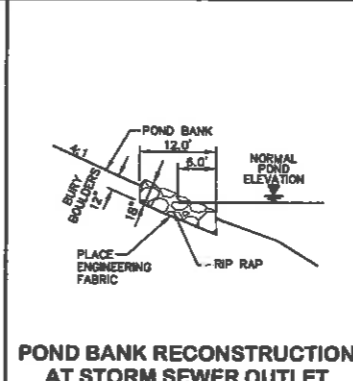
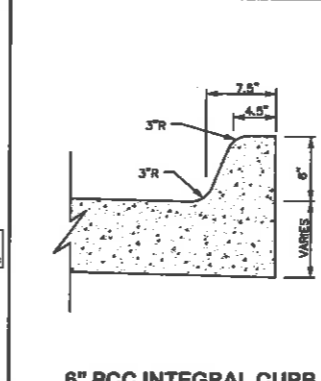
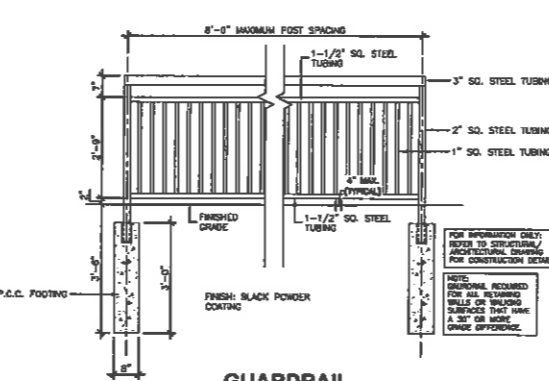
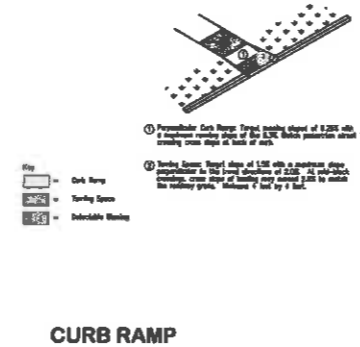
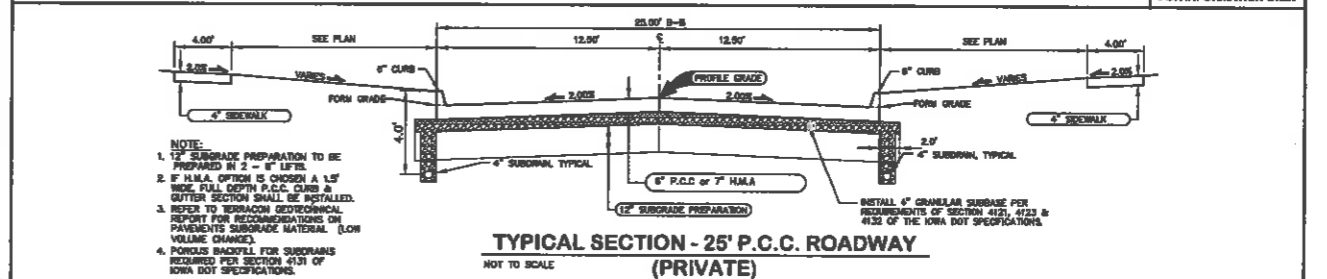
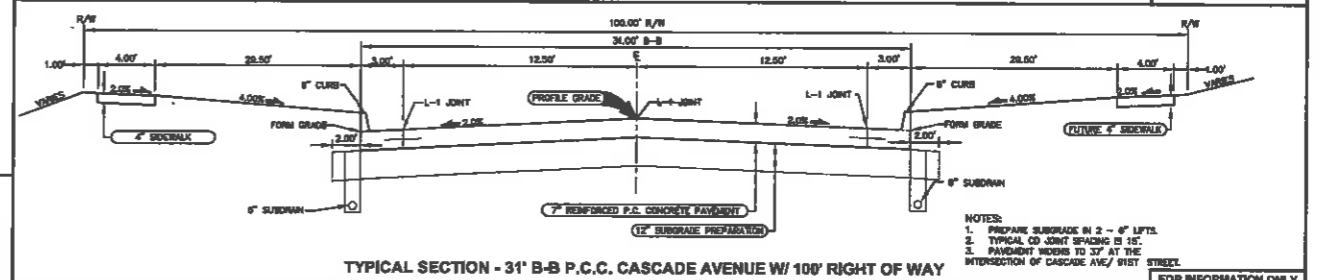
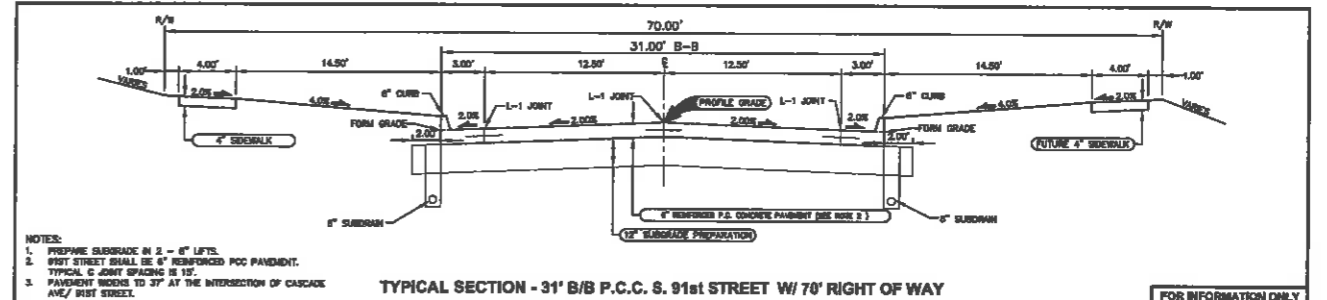
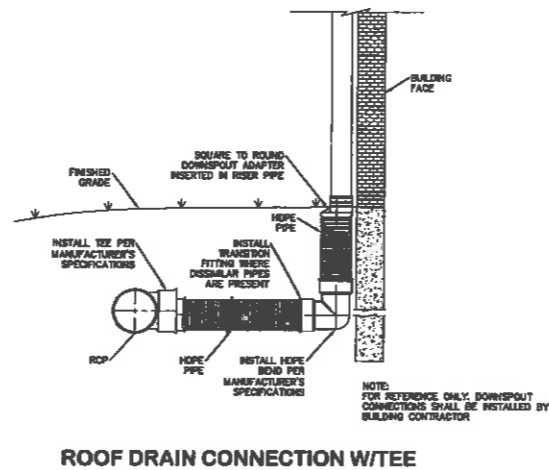
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EDGEWATER (PHASE 1B)

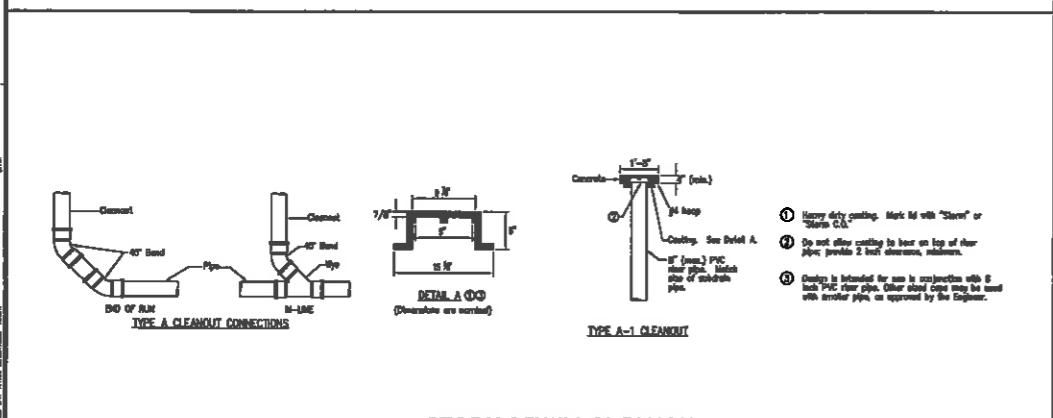
WEST DES MOINES, IOWA

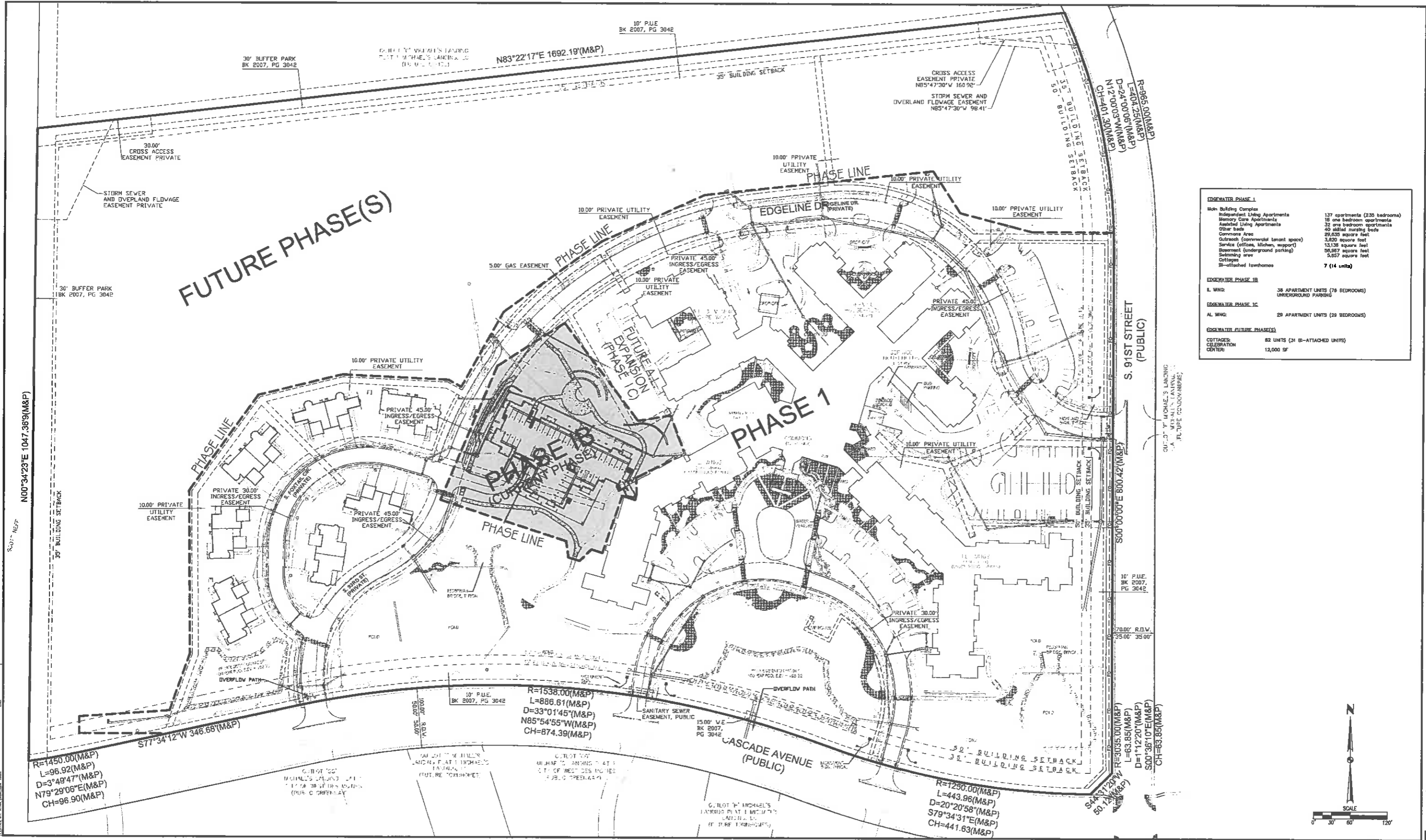
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1511608



- GENERAL NOTES**
- THE MOST RECENT EDITION OF THE WEST DES MOINES STANDARDS FOR SUBDIVISIONS AND THE WEST DES MOINES WATER WORKS GENERAL SUPPLEMENTAL SPECIFICATIONS SHALL APPLY TO ALL WORK ON THIS PROJECT UNLESS OTHERWISE NOTED.
 - ALL WORK SHALL COMPLY WITH ADA ACCESSIBILITY GUIDELINES FOR BUILDINGS AND FACILITIES.
 - ALL WORK SHALL BE IN ACCORDANCE WITH OSHA CODES AND STANDARDS. NOTHING INDICATED ON THE DRAWINGS SHALL RELIEVE THE CONTRACTOR FROM COMPLYING WITH ANY APPROPRIATE SAFETY REGULATIONS.
 - PRIOR TO ANY WORK AT THE SITE, THE CONTRACTOR SHALL EXAMINE ANY APPLICABLE DRAWINGS AVAILABLE FROM THE OWNER, ENGINEER, AND/OR ARCHITECT, AND CONSULT WITH OWNER'S PERSONNEL AND UTILITY COMPANY REPRESENTATIVES. NO COMPENSATION WILL BE ALLOWED FOR DAMAGE FROM FAILURE TO COMPLY WITH THIS REQUIREMENT.
 - AT LEAST ONE WEEK PRIOR TO ANY CONSTRUCTION WITHIN PUBLIC ROW/ easements AND/OR ANY CONNECTION TO PUBLIC SEWERS AND STREETS, THE CONTRACTOR SHALL CONTACT THE IOWA CONSTRUCTION DIVISION (522-3480) TO OBTAIN APPLICABLE CITY PERMITS THAT MAY BE NECESSARY.
 - ALL CONSTRUCTION WITHIN PUBLIC ROW/ easements, AND/OR ANY CONNECTION TO PUBLIC SEWERS AND STREETS, SHALL COMPLY WITH THE WEST DES MOINES STANDARD CONSTRUCTION SPECIFICATIONS FOR SUBDIVISIONS, 8th EDITION DESIGN STANDARDS AND IOWA ADDENDUMS.
 - ALL DIMENSIONS ARE TO BACK OF CURB, BUILDING FACE OR PROPERTY LINE, UNLESS OTHERWISE NOTED.
 - CONTRACTOR TO VERIFY BUILDING DIMENSIONS WITH ARCHITECTURAL PLANS.
 - PLACE 3/4" HIGH EXPANSION JOINT BETWEEN ALL P.C.C. PAVEMENT/SIDEWALKS AND BUILDING. PLACE 1/2" HIGH EXPANSION JOINT BETWEEN SIDEWALKS AND P.C.C. PAVEMENT.
 - REMOVE ALL DEBRIS SPILLED INTO ROW AT THE END OF EACH WORK DAY.
 - DO NOT STORE CONSTRUCTION MATERIALS AND EQUIPMENT IN THE RIGHT OF WAY.
 - THE CONTRACTOR SHALL NOT DESTROY DESIRABLE GRASS AREAS AND DESIRABLE TREES OUTSIDE THE CONSTRUCTION LIMITS. THE CONTRACTOR WILL NOT BE PERMITTED TO PARK OR SERVICE VEHICLES OR EQUIPMENT OR USE THESE AREAS FOR STORAGE OF MATERIALS. STORAGE, PARKING AND SERVICE AREAS WILL BE SUBJECT TO THE APPROVAL OF THE CITY.
 - THE CONTRACTOR IS RESPONSIBLE FOR REPLACING ANY AREAS OF PAVEMENT OR SIDEWALK NOT TO BE REMOVED THAT IS DAMAGED DUE TO OPERATING EQUIPMENT ON THE PAVEMENT OR SIDEWALK.
 - AT LEAST ONE WEEK PRIOR TO ANY CONSTRUCTION WITHIN PUBLIC ROW/ easements AND/OR ANY CONNECTION TO PUBLIC SEWERS AND STREETS, THE CONTRACTOR SHALL CONTACT THE IOWA CONSTRUCTION DIVISION (522-3480) TO OBTAIN APPLICABLE CITY PERMITS THAT MAY BE NECESSARY.
 - THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE COORDINATION OF WORK BETWEEN SUPPLIERS AND SUBCONTRACTORS INVOLVED IN THE PROJECT, INCLUDING STAGING OF CONSTRUCTION MATERIALS.
 - ALL PERMITS AND ADDITIONAL FEES REQUIRED TO COMPLETE THE WORK SHALL BE INCLUDED IN THE CONTRACTOR BID.
 - NO OUTDOOR DISHWASHERS ARE PROPOSED AT THIS TIME.





EDGEWATER PHASE 1	
Moh. Building Complex	137 apartments (235 bedrooms)
Memory Care Apartments	16 one bedroom apartments
Assisted Living Apartments	32 one bedroom apartments
Other beds	40 skilled nursing beds
Commons Area	29,535 square feet
Outreach (commercial tenant space)	3,820 square feet
Service (office, kitchen, support)	13,138 square feet
Basement (underground parking)	56,987 square feet
Swimming area	5,857 square feet
Cottages	
BI-attached townhomes	7 (14 units)

EDGEWATER PHASE 1B	
L. WING:	38 APARTMENT UNITS (76 BEDROOMS) UNDERGROUND PARKING

EDGEWATER PHASE 1C	
AL. WING:	29 APARTMENT UNITS (29 BEDROOMS)

EDGEWATER FUTURE PHASE(S)	
COTTAGES:	62 UNITS (31 BI-ATTACHED UNITS)
CELEBRATION CENTER:	12,000 SF

DATE	REVISIONS
06/22/16	
06/16/16	THIRD SUBMITTAL
07/20/16	FIRST SUBMITTAL

3405 S.E. CROSSROADS DRIVE, SUITE G
GRIMES, IOWA 50111
PHONE: (515) 389-4400 FAX: (515) 389-4410

TECH: CIVIL DESIGN ADVANTAGE ENGINEER

EDGEWATER (PHASE 1B)
PHASING PLAN AND OVERALL SITE LAYOUT

WEST DES MOINES, IOWA

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1511608

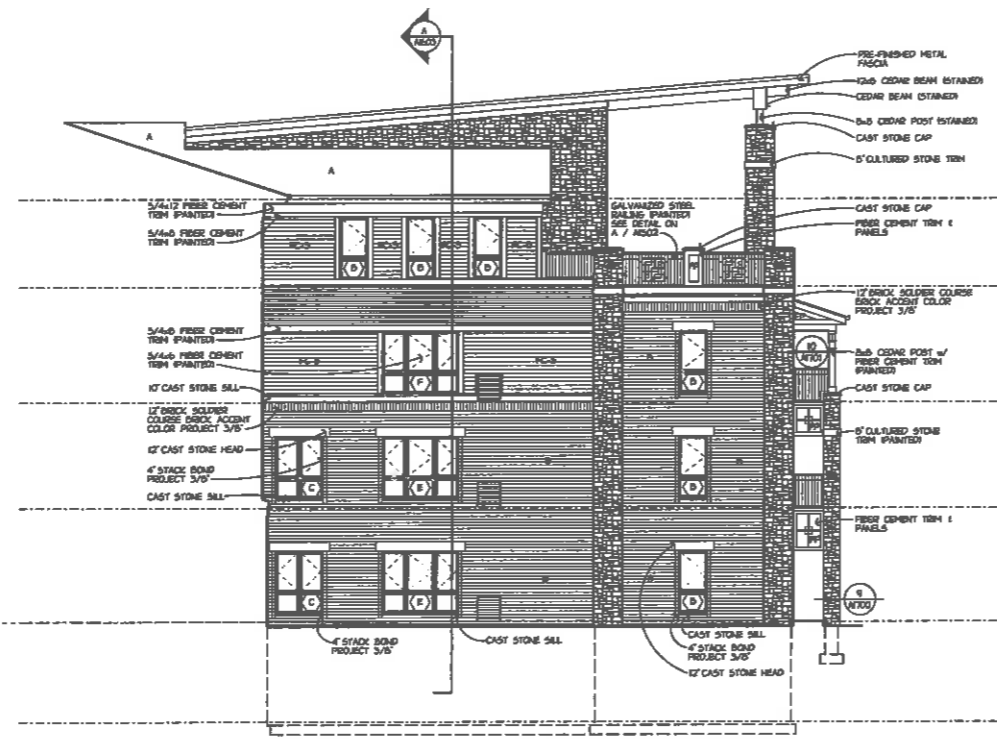


1114 BROADWAY AVE.
WATKINSVILLE, IA 50201
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414.401.8831 FAX
WWW.OGAARCH.COM

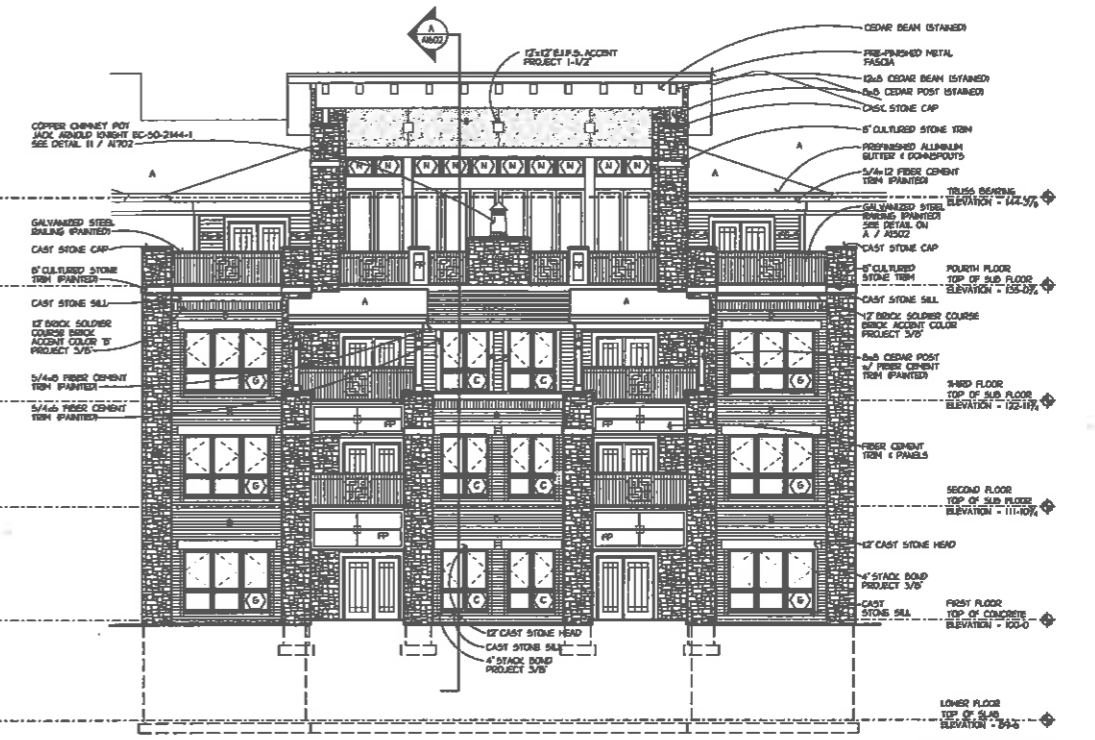
REVISIONS

SCHEMATIC DESIGN
NOT FOR
CONSTRUCTION

DRAWN BY
DRN
DATE
3 MAR 2016
PROJECT
153801
SHEET NO.



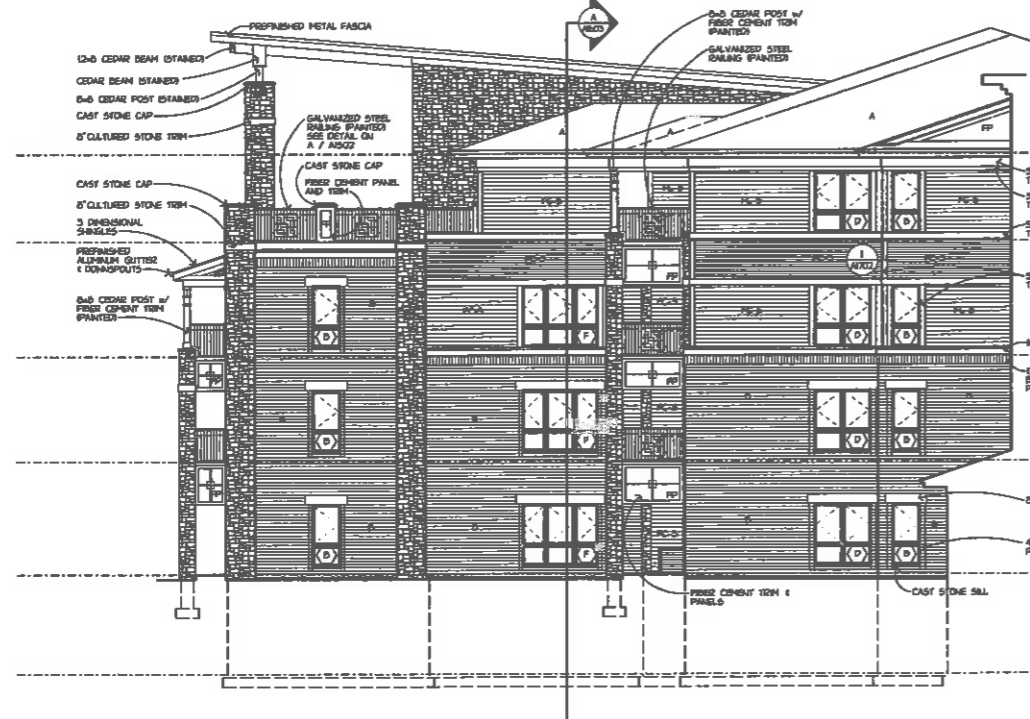
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1/8" = 1'-0"



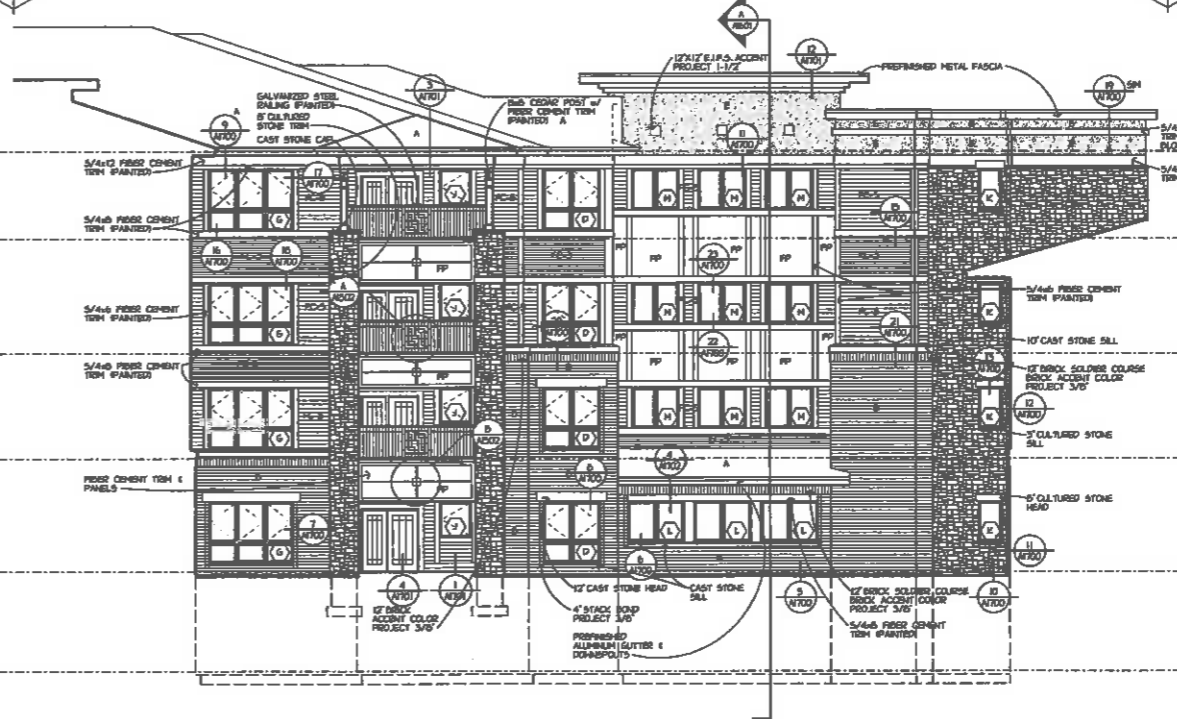
EXTERIOR ELEVATION
1/8" = 1'-0"

GENERAL NOTES

- PROVIDE CONCRETE SPLASH BLOCKS AT ALL DOWNSPOUTS MATCH SPILL CHED GRADE OR SCOP.
- ALL COUNTERTOPS, SINKS, ETC. TO BE PAINTED TO MATCH ADJACENT SURFACE.
- D - BRICK
- CS - STONE VENEER
- E - SIPS
- A - 3 DIMENSIONAL ASPHALT SHINGLES
- FC-3 - FIBER CEMENT LAP SIDING w/ 3" EXPOSURE
- FC-5 - FIBER CEMENT LAP SIDING w/ 5" EXPOSURE
- FP - FIBER CEMENT PANEL



EXTERIOR ELEVATION
1/8" = 1'-0"



EXTERIOR ELEVATION
1/8" = 1'-0"

1/8" EXTERIOR ELEVATIONS A1500

FILED FOR RECORDING - TITLE: EXTERIOR ELEVATIONS, DRAWING NO. 153801-01, DATE: 3/3/2016, BY: DRN, PROJECT: 153801, SHEET NO. 153801-01, SCALE: AS SHOWN, DRAWN BY: DRN, CHECKED BY: DRN, DATE: 3/3/2016, PROJECT: 153801, SHEET NO. 153801-01.

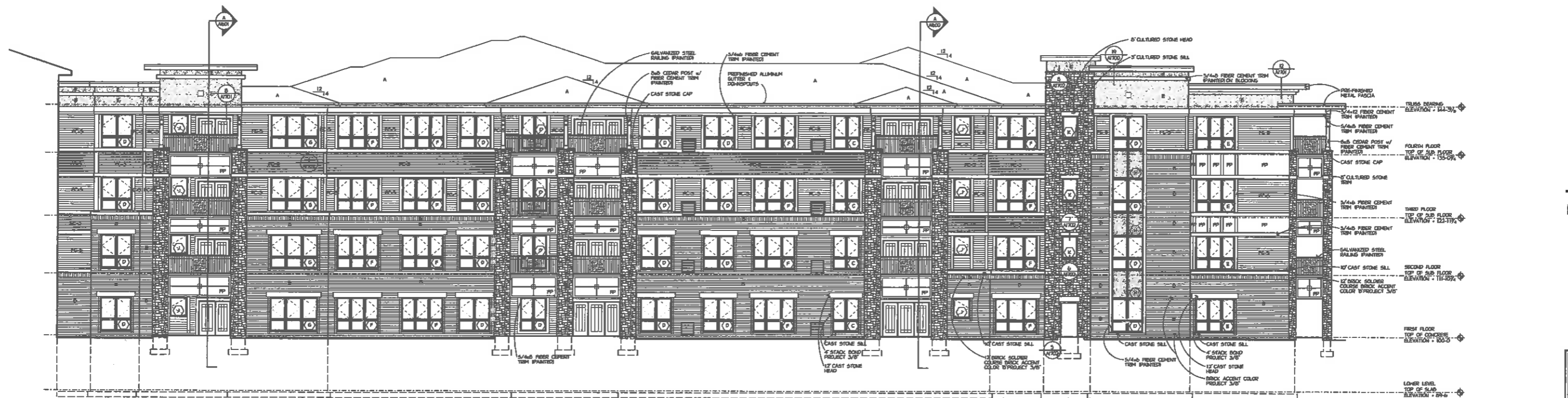


1114 BIRCHWOOD AVENUE
WAUWATOSA, WI 53222
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WWW.JSAArch.com

Architecture
Engineering
Planning

SCHEMATIC DESIGN
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CONSTRUCTION

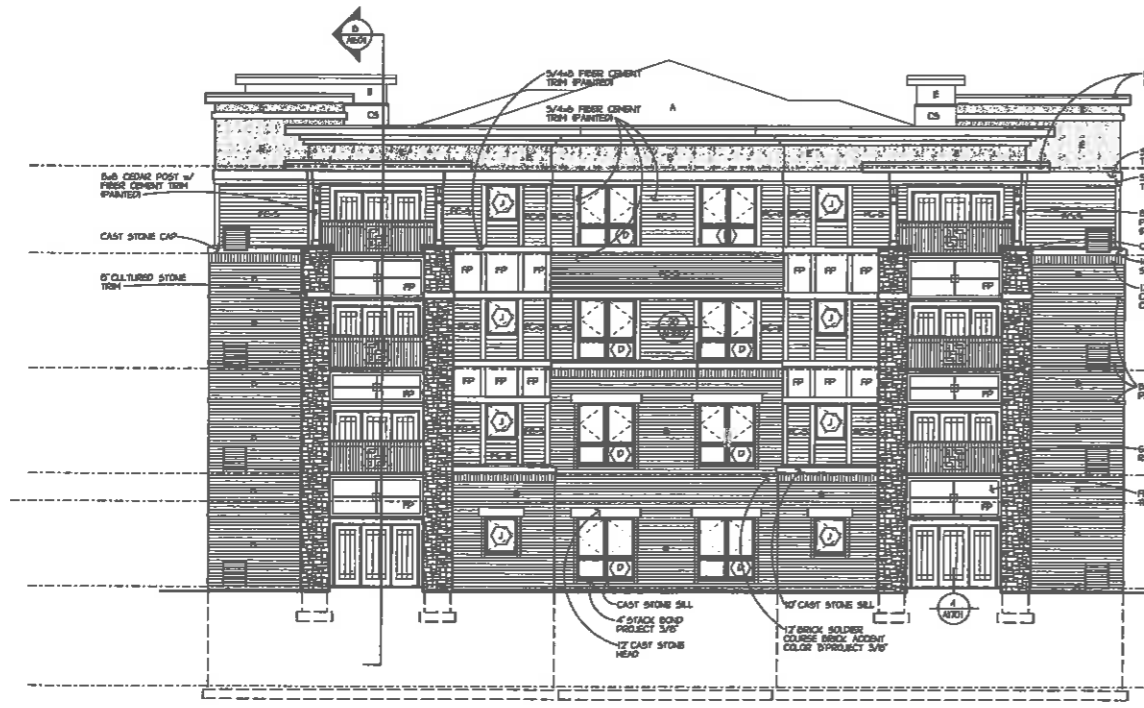
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PROJECT: 153801
SHEET NO.



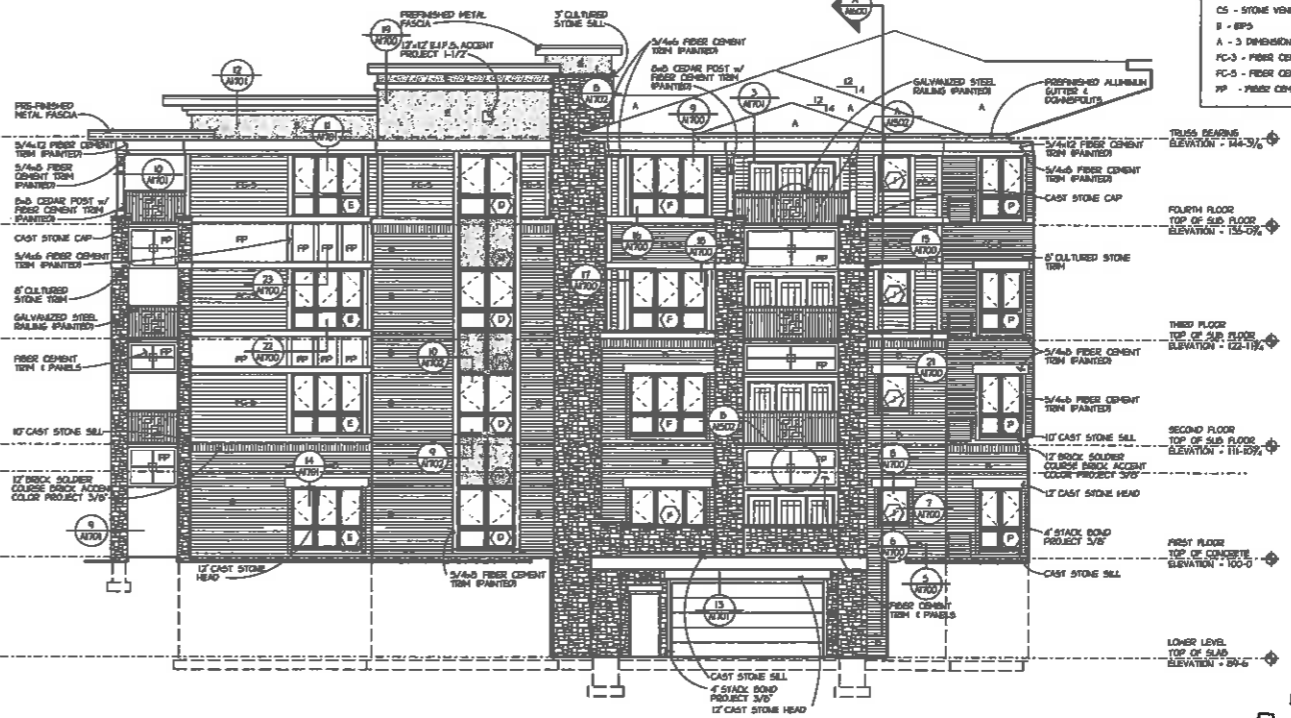
EXTERIOR ELEVATION
1/8" = 1'-0"

GENERAL NOTES
- PROVIDE CONCRETE SPLASH BLOCKS AT ALL DOWNSPUTS MATCH SPILL GUTS GRADE OR ROOF.
- ALL EXTERIOR METERS, VENTS, ETC. TO BE PAINTED TO MATCH ADJACENT SURFACE.
B - BRICK
CS - STONE VENEER
F - FPC
A - 3 DIMENSIONAL ASPHALT SHINGLES
FC-3 - FIBER CEMENT LAP SIDING w/ 3" STIPOUSE
FC-5 - FIBER CEMENT LAP SIDING w/ 5" STIPOUSE
FP - FIBER CEMENT PANEL

PROJECT: 153801 - EDGEBURGH COMMUNITY CENTER EXPANSION
DATE: 3 MAR 2016
SHEET NO. 153801-01



EXTERIOR ELEVATION
1/8" = 1'-0"



EXTERIOR ELEVATION
1/8" = 1'-0"

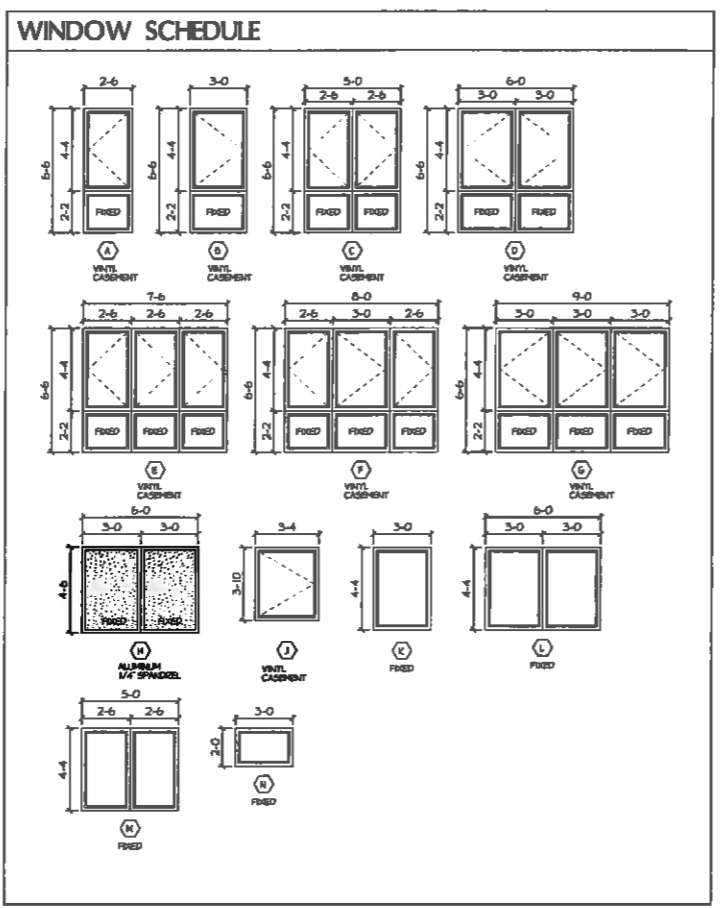
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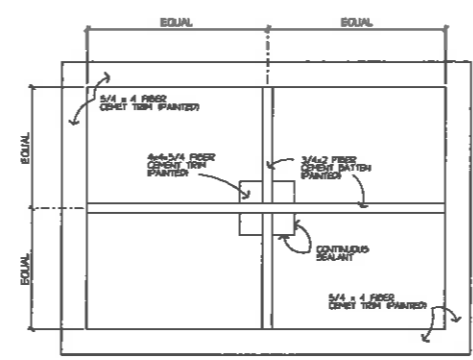
1414 UNDERWOOD AVE.
WAKARUSA, IA 52254
614.681.8183 TEL
614.681.8881 FAX
WWW.JRARCH.COM

SCHEMATIC DESIGN
NOT FOR
CONSTRUCTION

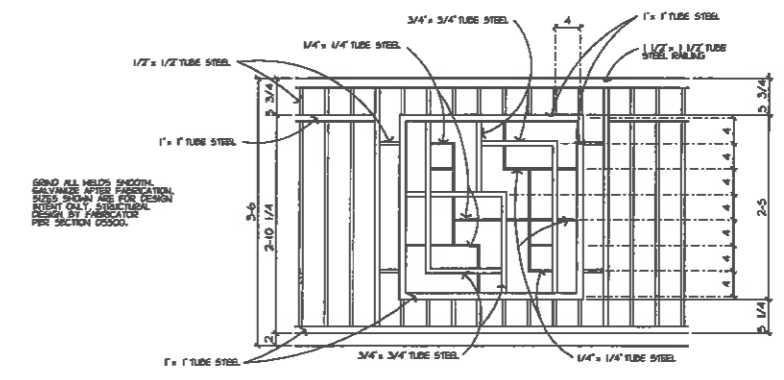
DESIGNED BY
DRN
DATE
3 MAR 2016
PROJECT
153801
SHEET NO.



NOTE:
PROVIDE MATCHING PER ELEVATIONS
FIELD VERIFY ALL CURSOR MESSAGES.

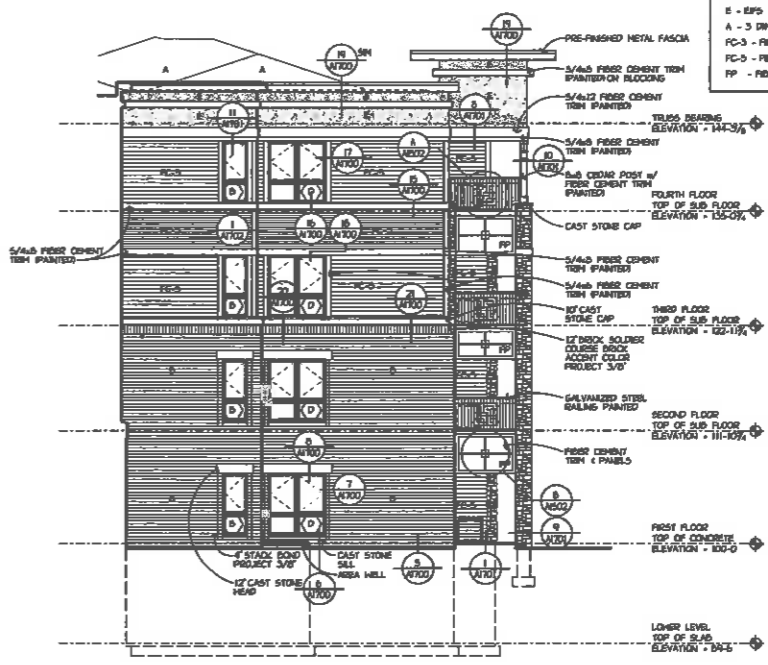


FIBER CEMENT PANEL
MATCH EXISTING 1" = 1'-0" B AI502



BALCONY RAILING
MATCH EXISTING 1" = 1'-0" B AI502

- #### GENERAL NOTES
- PROVIDE CONCRETE SPLASH BLOCKS AT ALL CORNERS WITH SPILL ONTO GRADE OR ROOFS.
 - ALL CONDUIT METERS VENTS ETC. TO BE PAINTED TO MATCH ADJACENT SURFACE.
 - B - BRICK
 - CS - STONE VENEER
 - E - EPS
 - A - 3 DIMENSIONAL ASPHALT GRANULES
 - PC-3 - FIBER CEMENT LAP SIDING w/ 3" EXPOSURE
 - PC-5 - FIBER CEMENT LAP SIDING w/ 5" EXPOSURE
 - FP - FIBER CEMENT PANEL.



EXTERIOR ELEVATION
1/8" = 1'-0" 1/8" AI502

1/8" EXTERIOR ELEVATIONS AI502

CONSTRUCTION: 1110 S. UNIVERSITY AVENUE, SUITE 100, WEST DES MOINES, IA 50319
ARCHITECT: JRA ARCHITECTURE, 1414 UNDERWOOD AVE., WAKARUSA, IA 52254
DATE: 3 MAR 2016
PROJECT: 153801
SHEET NO.: 1/8" EXTERIOR ELEVATIONS AI502



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 THE MAJOR MODIFICATION TO THE EDGEWATER SITE PLAN (MAM-003163-2016) TO ALLOW THE CONSTRUCTION OF A 98,000 SQUARE FOOT BUILDING ADDITION AND ASSOCIATED LANDSCAPING AT 9225 CASCADE AVENUE

WHEREAS, pursuant to the provisions of Title 9, Zoning, Chapter 1 et seq, of the West Des Moines Municipal Code, the applicant Wesley Active Life Community, LLC, has requested approval for a Major Modification (MaM-003163-2016) for that property located at 9225 Cascade Avenue to construct a 98,000 square foot building addition and related site improvements;

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 24, 2016, the Plan and Zoning Commission did recommend to the City Council approval of the Major Modification to the Edgewater Site Plan (MaM-003163-2016);

WHEREAS, on, October 31, 2016, this City Council held a duly-noticed meeting to consider the application for Major Modification to the Edgewater Site Plan (MaM-003163-2016);

WHEREAS, the City Council is accepting the Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement for this property, and;

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

SECTION 1. The findings, for approval, stated in the staff report, dated October 31, 2016, or as amended orally at the City Council meeting of October 31, 2016, are adopted.

SECTION 2. Major Modification to the Edgewater Site Plan (MaM-003163-2016) to allow the construction of a 98,000 square foot building addition and related site improvements is approved, subject to compliance with all the conditions in the staff report, dated October 31, 2016, including conditions added at the meeting, and attached hereto as Exhibit "A". Violation of any such conditions shall be grounds for revocation of the entitlement, as well as any other remedy which is available to the City.

PASSED AND ADOPTED on October 31, 2016.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson
City Clerk

I HEREBY CERTIFY that the foregoing resolution was duly adopted by the City Council of the City of West Des Moines, Iowa, at a regular meeting held on October 31, 2016, by the following vote:

ATTEST:

Ryan T. Jacobson
City Clerk

**Exhibit A
Conditions of Approval**

1. The applicant acknowledging and agreeing that building permits for any above ground construction will not be issued until such time that the applicant provides a Storm Water Management Facility Maintenance Agreement signed by all parties. 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.

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

DATE: October 31, 2016

ITEM: Ordinance – Approval of the first reading of an ordinance to amend Special Restricted No Parking Areas by allowing parking during school days on 34th St. Place.

FINANCIAL IMPACT: Expense of removing signs

BACKGROUND: This action amends the City traffic code regarding Special Restricted No Parking Areas by allowing parking on 34th St. Place in the 700 block between Meadow Lane and Brookview Drive on school days, (August 15-June 15) between 8:00 a.m. to 4:00 p.m., Monday – Friday.

OUTSTANDING ISSUES (if any): The request for the amendment comes from the residents in the affected area. A petition to de-certify the area was approved by 75 percent of the resident in the segment involved in their request to reinstate parking during school days (see attached petition).

RECOMMENDATION: Approve the first reading of the ordinance.

Lead Staff Member: Shaun LaDue, Chief of Police

STAFF REVIEWS

Department Director	<i>Shaun LaDue</i>
Appropriations/Finance	
Legal	
Agenda Acceptance	<i>RJG</i>

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	

PETITION

DE-CERTIFYING THE "NO SCHOOL PARKING" BAN NEIGHBORHOOD

We the undersigned agree and hereby consent to de-certifying the "No School Parking" ban which was established in our neighborhood in April, 2001. The original petition was created to promote public safety and insure the orderly flow of traffic within our neighborhood.

Over the last few years, Valley High School has made an enormous amount of improvements to their facility, to include increased parking for students and staff. These improvements have provided adequate parking upon the school grounds for students and a reduction in their needs for on-street parking within the area neighborhoods.

The residents within our neighborhood wish to re-established normal on-street parking regulations which allow for parking between the hours of 8:00 A.M. to 4:00 P.M. Monday through Friday the entire year.

The boundaries of our petition include:

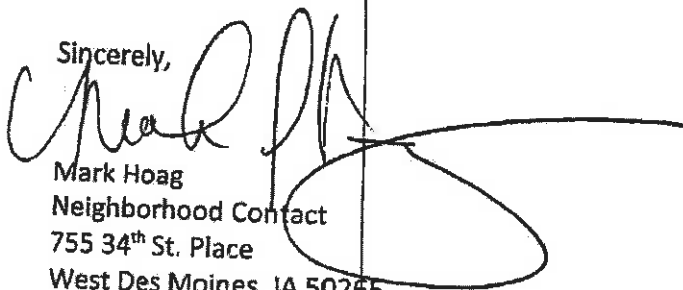
- 700 block of 34th St. Place which encompasses the 24 homes with addresses between 700-767.

This petition to de-certify is in accordance with School Related Neighborhood Parking Issues as established by the City of West Des Moines and revised August 29, 2000.

Attached is the petition for signatures by the neighborhood residents reflecting those who wish to de-certify the "no school parking" ban and those who choose to the leave the parking regulations as they currently stand!

If you have any questions, please contact me at the below information.

Sincerely,



Mark Hoag
Neighborhood Contact
755 34th St. Place
West Des Moines, IA 50265
515-255-1295

Numerical Address	Street Name	Residents Name: Printed	Residents Signature	Telephone Number	Residents Choice	
					De-certify No Parking School Days	Do Not Change Current Parking Ordinance
755	34th	MARK HOAG		515-255-1295	<input checked="" type="checkbox"/>	<input type="checkbox"/>
755	34th	Becky Hoag		515-255-1295	<input checked="" type="checkbox"/>	<input type="checkbox"/>
767	34th	Sim Asbille		515-758-0425	<input checked="" type="checkbox"/>	<input type="checkbox"/>
767	34th	Muore Asbille		515-482-4226	<input checked="" type="checkbox"/>	<input type="checkbox"/>
737	34th	Jimi Asbille		515-556-1111	<input checked="" type="checkbox"/>	<input type="checkbox"/>
737	34th	Nichelle Berra		636-734-6691	<input checked="" type="checkbox"/>	<input type="checkbox"/>
719	34th	Scott Davis		641-414-6869	<input checked="" type="checkbox"/>	<input type="checkbox"/>
719	34th	Jeff Brown		515-240-9609	<input checked="" type="checkbox"/>	<input type="checkbox"/>
725	34th	Lynette Lamb Brown		515-240-2065	<input checked="" type="checkbox"/>	<input type="checkbox"/>
701	34th	Rob Kuebel		(515)419-2500	<input checked="" type="checkbox"/>	<input type="checkbox"/>
700	34th	Andrew Wisbarren		515-323-8489	<input checked="" type="checkbox"/>	<input type="checkbox"/>
708	34th	Brandon Hill		515-778-6571	<input checked="" type="checkbox"/>	<input type="checkbox"/>
712	34th	Stacy Hall		515-321-3222	<input checked="" type="checkbox"/>	<input type="checkbox"/>
730	34th	Erin Fidler		515-321-5574	<input checked="" type="checkbox"/>	<input type="checkbox"/>
742	34th	Inge Hagen		515-225-2614	<input checked="" type="checkbox"/>	<input type="checkbox"/>
742	34th	Shaunda Murphy		515-221-0714	<input checked="" type="checkbox"/>	<input type="checkbox"/>
766	34th	Nade Murphy		515-221-0714	<input checked="" type="checkbox"/>	<input type="checkbox"/>
766	34th	Wendel Bachmann		515-222-6975	<input checked="" type="checkbox"/>	<input type="checkbox"/>
749	34th	Emilia Beckmann		" "	<input checked="" type="checkbox"/>	<input type="checkbox"/>
742	34th	Patricia Cory		515-225-9000	<input checked="" type="checkbox"/>	<input type="checkbox"/>
730	34th	Chris Murphy		515-221-0714	<input checked="" type="checkbox"/>	<input type="checkbox"/>
730	34th	AMY WEHRING		515-770-1205	<input checked="" type="checkbox"/>	<input type="checkbox"/>
718-354	34th	Oshin Calligan		515-441-2093	<input checked="" type="checkbox"/>	<input type="checkbox"/>
748	34th	James Baker		515-774-1417	<input checked="" type="checkbox"/>	<input type="checkbox"/>
724	34th	Matt O'Neil		515-321-2122	<input checked="" type="checkbox"/>	<input type="checkbox"/>
724	34th	GRANT JOHNSON		515-979-1279	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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 6-9-5-4: SPECIAL RESTRICTED NO PARKING AREAS: is hereby amended by the following changes:

Delete:

<u>Street</u>	<u>Side</u>	<u>From</u>	<u>To</u>
Thirty Fourth Street Place	West	Brookview Drive	Meadow Lane

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 31st day of October, 2016.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson
City Clerk

Published in the Des Moines Register this _____ day of _____, 2016