

CITY OF WEST DES MOINES

COUNCIL AGENDA

date: November 28, 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. Greater Dallas County Development Alliance Update
- b. Swearing in of Fire Lieutenant John Carlson
- c. Presentation of Awards:
 - 1. Young Leader Award - Eric Petersen
 - 2. Al Olson Excellence in Public Works Operations - Bret Hodne
 - 3. Stan Ring Distinguished Service Award - Bret Hodne

4. Consent Agenda

- a. Motion - Approval of Minutes of November 11 and November 14, 2016 Meetings
- b. Motion - Approval of Bill Lists
- c. Motion - Approval of Liquor Licenses:
 - 1. Bravo Brio Restaurant Group, Inc. d/b/a Bravo Cucina Italiana, 120 South Jordan Creek Parkway - Class LC Liquor License with Sunday Sales and Outdoor Service Privileges - Renewal
 - 2. DeJear Corporation, d/b/a Caleo Enterprises, 1701 25th Street (Events Center West) - 5-Day Class LC Liquor License - Effective December 15-19, 2016
 - 3. West Des Moines Lodging Investors, LLC, d/b/a Hampton Inn, 7060 Lake Drive - Class BW Permit with Sunday Sales and Living Quarters - Renewal
 - 4. Kum & Go, L.C., d/b/a Kum & Go #2035, 7265 Vista Drive - Class LE Liquor License with Carryout Wine, Carryout Beer and Sunday Sales - Renewal
- d. Motion - Approval of Park Use Agreement - West Des Moines Soccer Club
- e. Motion - Approval of Change Order #7 - Community Center Interior Renovations

- f. Motion - Approval of 2015-16 FY Tax Increment Financing Report
- g. Motion - Approval of 2017-18 FY Tax Increment Financing Indebtedness and Certification Report
- h. Resolution - Approval of Official Depositories
- i. Resolution - Approval and/or Ratification of Specific Fees and Charges - 2016-17 FY
- j. Resolution - Order Construction:
 - 1. Grand Avenue West Segment 6F Sewer Extension
 - 2. Public Safety Station 21 HVAC Improvements
- k. Resolution - Accept Public Improvements - West Park Plat 1 (Bishop Drive Extension)
- l. Resolution - Authorize Applications for Surface Transportation Block Grant (STBG) Program Funding - Des Moines Area Metropolitan Planning Organization
- m. Resolution - Approval of Professional Services Agreements:
 - 1. 2017 PCC Patching and Medians Program
 - 2. 2017 HMA Resurfacing Program
 - 3. City Hall Suite 1E Improvements
 - 4. Right-of-Way Acquisition Services
- n. Resolution - Approval of IEDA Economic Development Assistance Contract - Project Osmium
- o. Resolution - Approval and Acceptance of Hold Harmless Agreement - GuideOne Mutual Insurance Company, 1025 Ashworth Road
- p. Resolution - Approval of Settlement Agreement - Tanya Zaglauer Schmill
- q. Proclamation - Approval of Proclamations:
 - 1. #GivingTuesday - November 29, 2016
 - 2. Human Rights Day - December 10, 2016

5. Old Business

- a. 1st Street Redevelopment PUD, 1st Street and Grand Avenue - Revise Planned Unit Development (PUD) Sketch Plan to Accommodate Building Relocation and Associated Site Design - First Street LP
 - 1. Ordinance - Approval of Second, Third Readings and Final Adoption
- b. Amendment #2 to Alluvion Urban Renewal Area - City Initiated
 - 1. Ordinance - Approval of Second, Third Readings and Final Adoption (Willow Creek Plat 1, Lot 4 Parcel)
 - 2. Ordinance - Approval of Second, Third Readings and Final Adoption (Tract 3 of Amendment No. 2 Parcel)

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

- a. Amendment to City Code - Title 9 (Zoning) - Regulate Indoor Self-Storage in Commercial Districts - City Initiated
 - 1. Ordinance - Approval of First Reading

- b. 2016 Sewer Cleaning and Televising Program - City Initiated
 - 1. Resolution - Approval of Plans and Specifications
 - 2. Motion - Receive and File Report of Bids
 - 3. Resolution - Award Contract

7. New Business

- a. Delavan Townhomes Plat 1, 150 South 26th Street - Plat Property into 16 Townhome Lots and 7 Outlots - Jerry's Homes, Inc.
 - 1. Resolution - Approval and Release of Final Plat
- b. Jordan West Plat 3 Lot 7, 350 Jordan Creek Parkway - Approval of a Plat of Survey - Ryan Companies US
 - 1. Resolution - Approval and Release of Plat of Survey
- c. Amendment to City Code - Title 6 (Motor Vehicles and Traffic), Chapter 9 (Traffic Schedules), Section 1 (Official Traffic Controls) - Jordan Creek Parkway and 850 ft. south of EP True Parkway - City Initiated
 - 1. Ordinance - Approval of First Reading

8. Receive, File and/or Refer

- a. 2480, 2580, 2640, and 2720 SE 11th Street - Change the Land Use and Zoning Designation of Part of the Properties from Medium Density Residential to Single Family and Residential Estate - Margaret Munro (Refer to Plan and Zoning Commission)
- b. Etzel Properties Plat 2, southwest corner of Mills Civic Parkway and South 81st Street - Rezone 32.9 acres from Office to Etzel Properties Plat 2 PUD - Fareway Stores, Inc. (Refer to Plan and Zoning Commission)
- c. Phenix, northeast corner of 7th Street and Walnut Street - Rezone Property from Single-Family Valley Junction Residential (SFVJ) to Phenix Planned Unit Development (PUD) - City Initiated (Refer to Plan and Zoning Commission)
- d. Mills Crossing, 5901 Mills Civic Parkway - Amend Specific Plan to Include Site Amenities - Hurd Mills, LLC (Refer to Plan and Zoning Commission)

9. Other Matters

CITY COUNCIL WORKSHOP

(immediately follows Council meeting)

1. Redevelopment of Phenix Elementary Property
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.

November 11, 2016

West Des Moines City Council Proceedings
Friday, November 11, 2016

Mayor Steven K. Gaer opened the special meeting of the City Council of West Des Moines, Iowa, in the Council Chambers of the West Des Moines City Hall on Friday, November 11, 2016 at 3:00 p.m. Council members present were: R. Messerschmidt, J. Sandager, and K. Trevillyan. Council members J. Sandager and R. Trimble participated via telephone.

On Item 2. Agenda. It was moved by Trevillyan, second by Messerschmidt to approve the agenda as presented.

Vote 16-463: Messerschmidt, Sandager, Trevillyan, Trimble...4 yes
Motion carried.

On Item 3. Executive Session. It was moved by Messerschmidt, second by Trevillyan to go into Executive Session per Chapter 21 of the Iowa Code, to discuss pending/threatened litigation.

Vote 16-464: Messerschmidt, Sandager, Trevillyan, Trimble...4 yes
Motion carried.

Entered Executive Session at 3:06 p.m. with the following persons present in the Teamwork Room of City Hall: Mayor Gaer, Council members Messerschmidt and Trevillyan; City Manager, City Attorney, City Clerk, Human Resources Director, retained legal counsel, Deb Tharnish and Michelle Brott, and John Baum, Director of Complex Casualty Claims with ICAP (Iowa Communities Assurance Pool). Council members Sandager and Trimble and Police Chief LaDue were present via telephone.

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

Vote 16-465: Messerschmidt, Sandager, Trevillyan, Trimble...4 yes
Motion carried.

Executive Session was adjourned at 3:38 p.m.

On Item 5. The Special Meeting Notice was Received and Filed.

The meeting was adjourned at 3:38 p.m.

November 11, 2016

Respectfully submitted,

Ryan T. Jacobson, CMC
City Clerk

ATTEST:

Steven K. Gaer, Mayor

November 14, 2016

West Des Moines City Council Proceedings
Monday, November 14, 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, November 14, 2016 at 5:30 PM. Council members present were: R. Messerschmidt, J. Mickelson, J. Sandager, K. Trevillyan, and R. Trimble.

City Clerk Ryan Jacobson stated staff is recommending Item 4(m)2 Approval of Professional Services Agreement - Right-of-Way Acquisition Services be removed from the agenda.

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

Vote 16-463: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

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

On Item 3. Council/Manager/Other Entities Reports

David Carlson, 4900 Pommel Place, stated VFW Post 8879 is seeking to build a memorial wall to honor veterans who served during the Vietnam War. He noted Polk County has already identified a potential site at the intersection of Veterans Parkway and Iowa Highway 28. The VFW Post 8879 is seeking funding for this project from the City of West Des Moines, Polk County, and private donors.

Angela Connolly, Polk County Supervisor, spoke highly of the proposed memorial wall project and stated the proposed site is ideal because it has great visibility at the gateway to Veterans Parkway. She requested the City consider supporting this project.

Council member Sandager reported he attended a meeting of the Bravo Greater Des Moines Board of Directors, and the organization received 90 applications for grant funding, of which 23 applications were for the newly-established local arts programming grant for organizations that do not have arts, culture, or heritage as part of their stated mission. He also noted Bravo plans to add a part-time administrative position to provide support to Executive Director Sally Dix. He reported he also attended a meeting of the Development and Planning Subcommittee, where discussion was held on the pond in the Grand Lakes development and the orientation of a proposed Hobby Lobby store on Jordan Creek Parkway.

Council member Trimble expressed appreciation to Bravo Greater Des Moines for establishing the local arts programming grant, which will benefit organizations such as the West Des Moines Library Friends Foundation. He also reported West Des Moines Human Services is seeking

November 14, 2016

support and donations for a number of its programs over the holiday season.

Council member Mickelson reported he and several City staff attended a meeting with “Stop the Bleed,” which is seeking to make tourniquet kits available in places where large numbers of people congregate, such as large places of employment, shopping malls, and schools.

Council member Messerschmidt reported he attended a meeting of the Public Services Subcommittee, where the 2016-17 Snow and Ice Control Manual was reviewed. He also reported the consolidation of Public Services and Parks Maintenance operations has gone smoothly and is expected to create efficiencies in a number of areas, such as snow and ice control operations.

City Manager Tom Hadden reported a news conference will be held at 1:00 p.m. tomorrow, at which Interim Police Chief James Barrett will be introduced.

On Item 4. Consent Agenda.

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

- a. Approval of Minutes of October 31, 2016 and November 3, 2016 Meetings
- b. Approval of Bill Lists
- c. Approval of Liquor Licenses:
 1. Bonefish Grill, LLC, d/b/a Bonefish Grill, 650 South Prairie View Drive, Suite 100 - Class LC Liquor License with Sunday Sales and Outdoor Service - Renewal
 2. Kiss My Grits, LLC, d/b/a Cabaret, 560 South Prairie View Drive - Class LC Liquor License with Sunday Sales and Outdoor Services - New
 3. Kum & Go, LC, d/b/a Kum & Go #1097, 220 50th Street - Class LE Liquor License with Carryout Beer, Carryout Wine, and Sunday Sales - New
 4. Lemon Grass, LLC, d/b/a Lemon Grass, 1221 8th Street - Class BW Permit with Sunday Sales - Renewal
 5. LVP SHS Des Moines Holding Corp. d/b/a Springhill Suites Hotel, 1236 Jordan Creek Parkway - Class BC Permit with Sunday Sales - Renewal
- d. Approval of Order for Violation of Alcohol Laws
- e. Approval to Purchase - Fire Department “Attack” Fire Apparatus
- f. Approval to Sell Surplus City Equipment
- g. Approval of Contracts - Art on the Campus
- h. Approval of Contract Agreement Renewal - Park Security Services
- i. Approval of Amendment No. 1 to Professional Services Agreement - 2014 Street Rehabilitation Sidewalk Ramp Program
- j. Order Preparation of Plans and Specifications - Holiday Park Baseball Field Improvements - Phases 4B and 5
- k. Order Construction:
 1. 9th Street Storm Sewer Rehabilitation

November 14, 2016

2. South 60th Street Improvements, Phase 2
3. Grand Avenue Siphon Replacement Project
- l. Accept Work:
 1. Intersection Improvements - Intersection of 92nd Street and University Avenue and Intersection of Jordan Creek Parkway and Westtown Parkway
 2. Veterans Parkway, Phase 4 - SE Pine Avenue Trail
- m. Approval of Professional Services Agreement:
 1. Public Safety Station 21 HVAC Improvements - Commissioning
 2. Removed
- n. Establish Public Hearing Regarding the Final Design, Site Selection and Consideration of Acquiring Agricultural Property - Project Osmium Public Infrastructure
- o. Approval of IEDA Economic Development Assistance Contract - ePATHUSA, Inc.
- p. Approval and Acceptance of Condemnation Award - Grand Avenue Siphon Replacement Project
- r. Approval of Proclamations:
 1. World Pancreatic Cancer Day, November 17, 2016
 2. Small Business Saturday, November 26, 2016

Vote 16-464: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

On Item 4(q) Approval of Offer to Purchase and Agreement - Madison County Property for Future Park

Council member Trevillyan expressed concerns that the appraised value was \$12,500 per acre, but the proposed purchase price is \$14,000 per acre. He also noted the property is not even in West Des Moines' corporate limits, nor was it included in the Parks Master Plan several years ago.

It was moved by Messerschmidt, second by Trimble to approve Item 4(q) Approval of Offer to Purchase and Agreement - Madison County Property for Future Park.

Council member Trimble stated the City has been seeking property for a future park south of the Raccoon River for many years, and finally a parcel has been found that works. He stated with the increasing costs for land in West Des Moines, he supports the purchase of this parcel at the proposed purchase price.

Council members Mickelson, Messerschmidt, and Sandager also expressed support for the purchase of this parcel.

Vote 16-465: Messerschmidt, Mickelson, Sandager, Trimble...4 yes
Trevillyan ... 1 no
Motion carried.

November 14, 2016

On Item 5(a) Browns Woods Estates, west side of Veterans Parkway and south of SE Browns Woods Drive - Rezone from Residential Estate and Residential Medium Density to Single Family Residential, initiated by Venture Homes, LLC

It was moved by Trimble, second by Messerschmidt to consider the second reading of the ordinance (RE-1A and RM-8 to R-1).

Vote 16-466: 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 (RE-1A and RM-8 to R-1).

Vote 16-467: 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 (RE-1A and RM-8 to R-1).

Vote 16-468: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

It was moved by Trevillyan, second by Sandager to consider the second reading of the ordinance (RE-1A and RM-8 to RS-30).

Vote 16-469: 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 (RE-1A and RM-8 to RS-30).

Vote 16-470: 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 (RE-1A and RM-8 to RS-30).

Vote 16-471: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

November 14, 2016

On Item 5(b) Amendment to City Code - Title 9 (Zoning), Chapter 14 (Accessory Structures) - Regulate Materials Used on Fuel Pump Island Canopies, 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 16-472: 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 16-473: 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 16-474: 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 (Special Restricted No Parking Areas) - 34th Street Place, Brookview Drive to Meadow Lane, 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 16-475: 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 16-476: 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.

November 14, 2016

Vote 16-477: 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 1st Street Redevelopment PUD, 1st Street and Grand Avenue - Revise Planned Unit Development (PUD) Sketch Plan to Accommodate Building Relocation and Associated Site Design, initiated by First Street LP. He asked for the date the notice was published and the City Clerk indicated the notice was published on October 28, 2016 in the Des Moines Register. Mayor Gaer asked if any written comments had been received. The City Clerk stated on a vote of 6-0, with one member absent, the Plan and Zoning Commission recommended City Council approval of the PUD 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 Trevillyan to consider the first reading of the ordinance.

Vote 16-478: 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 Sandager to approve the first reading of the ordinance.

Vote 16-479: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

On Item 6(b) Mayor Gaer indicated this was the time and place for a public hearing to consider Whisper Ridge Plat 3, south of Bridgewood Boulevard along South 91st Street - Vacate 30 foot Buffer Park Easement along the South Lot Lines of Lots 15-18, initiated by Hidden Creek, LLC. He asked for the date the notice was published and the City Clerk indicated the notice was published on October 28, 2016 in the Des Moines Register. Mayor Gaer asked if any written comments had been received. The City Clerk stated on a vote of 6-0, with one member absent, the Plan and Zoning Commission recommended City Council approval of the vacation request, and two correspondences were received and included with the council communication.

Mayor Gaer asked if there were any public comments.

Marc Abels, 400 Locust Street, Suite 400, Des Moines, representing Hidden Creek, LLC, reported that since it has been determined Coachlight Drive will not extend west of South 91st Street as a public street, Lots 15-18 will no longer be considered double-frontage lots and therefore would no longer require a 30 foot buffer park easement along the south lot line. He noted Hidden Creek, LLC and the Hickory Knolls property owners have reached an agreement to

November 14, 2016

not allow any out buildings on Lots 15-18 within 30 feet of the south property line and no fences of any kind on Lots 15-18 within 10 feet of the south property line, and this will be established by a private covenant.

Richard Santi, 33681 Rockwood Lane, stated the Hickory Knolls property owners are withdrawing their objections because of the agreement that has been reached with Hidden Creek, LLC. He also expressed appreciation to Hidden Creek, LLC for working with them to reach that agreement.

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

It was moved by Sandager, second by Messerschmidt to adopt Resolution - Approval of Vacation Request.

Vote 16-480: 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 #2 to Alluvion Urban Renewal Area, 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 November 4, 2016 in the Des Moines Register. Mayor Gaer asked if any written comments had been received. The City Clerk stated none had been received.

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

It was moved by Sandager, second by Messerschmidt to adopt Resolution - Approval of Urban Renewal Plan Amendment.

Vote 16-481: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

It was moved by Sandager, second by Messerschmidt to consider the first reading of the ordinance (Willow Creek Plat 1, Lot 4 Parcel).

Vote 16-482: 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 first reading of the ordinance (Willow Creek Plat 1, Lot 4 Parcel).

November 14, 2016

Vote 16-483: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

It was moved by Sandager, second by Messerschmidt to consider the first reading of the ordinance (Tract 3 of Amendment No. 2 Parcel).

Vote 16-484: 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 first reading of the ordinance (Tract 3 of Amendment No. 2 Parcel).

Vote 16-485: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

On Item 6(d) Mayor Gaer indicated this was the time and place for a public hearing to consider Osmium Urban Renewal Area, 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 November 4, 2016 in the Des Moines Register. Mayor Gaer asked if any written comments had been received. The City Clerk stated none had been received.

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

It was moved by Sandager, second by Messerschmidt to adopt Resolution - Approval of Urban Renewal Plan.

Vote 16-486: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

On Item 6(e) Mayor Gaer indicated this was the time and place for a public hearing to consider Project Osmium - Agreement for Private Development, initiated by Microsoft Corp. He asked for the date the notice was published and the City Clerk indicated the notice was published on November 4, 2016 in the Des Moines Register. Mayor Gaer asked if any written comments had been received. The City Clerk stated none had been received.

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

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

November 14, 2016

Vote 16-487: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

On Item 7(a) GeAnna Grove, west of Sedona Drive at GeAnna Drive - Subdivide Property into 20 Lots for Townhome Development and One Outlot, initiated by Jerry's Homes

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

Vote 16-488: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

Mayor Gaer stated, due to a potential conflict of interest related to Item 7(b), Mayor Pro tem Sandager will preside over this portion of the meeting.

On Item 7(b) Country Club Office Plaza West Plat 8, 1080 Jordan Creek Parkway - Replat Lot 1 Country Club Office Plaza West Plat 3 and Outlot B, Country Club Office Plaza, initiated by Dallas County Partners

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

Council member Sandager requested clarification on the applicant's request to grant a right-of-way easement as opposed to dedicating the right-of-way by fee title.

City Attorney Dick Scieszinski responded staff recommends the right-of-way be granted to the City as an easement in this case, since it is an in-fill project and it would be a relatively small amount of property. He noted the City will have the same rights under the right-of-way easement as they would if it was dedicated by fee title, and the applicant has expressed that dedicating the right-of-way by fee title would be detrimental to the development.

Vote 16-489: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

Mayor Gaer resumed presiding over the meeting.

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

On Item 9 - Other Matters

November 14, 2016

Council member Trimble reported the Des Moines Metropolitan Planning Organization will be voting on the proposed Water Trails and Greenways Plan at an upcoming meeting and will also work on a formula to determine each community's financial obligation.

The meeting was adjourned at 6:17 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	11/28/16		\$ 2,523,193.13
			Total \$ Amount
EFT Claims	11/28/16		\$ 688,252.81
			Total \$ Amount
Control Pay	11/28/16		\$ 129,496.80
			Total \$ Amount
End of Month	10/31/16		\$ 48,214.53
			Total \$ Amount
Off-Cycle Checks/EFT Claims	11/15/16		\$ 397,600.00
	Claim Listing Date		Total \$ Amount

Approved by the West Des Moines City Council this 28th day of November
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: 11/28/2016

Type	Date	Number Source	Payee Name	Transaction Amount
Bank Account: WB VENDOR DISB - WB Vendor Disbursement				
Check	11/28/2016	301837	Accounts Payable	358,617.40
Check	11/28/2016	301838	Accounts Payable	5,041.71
Check	11/28/2016	301839	Accounts Payable	873.60
Check	11/28/2016	301840	Accounts Payable	450.00
Check	11/28/2016	301841	Accounts Payable	19,570.67
Check	11/28/2016	301842	Accounts Payable	494.00
Check	11/28/2016	301843	Accounts Payable	1,428.00
Check	11/28/2016	301844	Accounts Payable	210.33
Check	11/28/2016	301845	Accounts Payable	40,000.00
Check	11/28/2016	301846	Accounts Payable	802.25
Check	11/28/2016	301847	Accounts Payable	171.20
Check	11/28/2016	301848	Accounts Payable	66.73
Check	11/28/2016	301849	Accounts Payable	36,322.97
Check	11/28/2016	301850	Accounts Payable	74.16
Check	11/28/2016	301851	Accounts Payable	25,222.50
Check	11/28/2016	301852	Accounts Payable	15,000.00
Check	11/28/2016	301853	Accounts Payable	66.00
Check	11/28/2016	301854	Accounts Payable	251.52
Check	11/28/2016	301855	Accounts Payable	24,655.00
Check	11/28/2016	301856	Accounts Payable	40.30
Check	11/28/2016	301857	Accounts Payable	5,543.87
Check	11/28/2016	301858	Accounts Payable	25.73
Check	11/28/2016	301859	Accounts Payable	6,112.86
Check	11/28/2016	301860	Accounts Payable	140.87
Check	11/28/2016	301861	Accounts Payable	669.88
Check	11/28/2016	301862	Accounts Payable	885.00
Check	11/28/2016	301863	Accounts Payable	3,449.55
Check	11/28/2016	301864	Accounts Payable	52.10
Check	11/28/2016	301865	Accounts Payable	3,396.91
Check	11/28/2016	301866	Accounts Payable	807.52
Check	11/28/2016	301867	Accounts Payable	199.12
Check	11/28/2016	301868	Accounts Payable	107.14
Check	11/28/2016	301869	Accounts Payable	1,342.00

City of West Des Moines
City Council Report
 Bank Account: WB VENDOR DISB - WB Vendor Disbursement
 Batch Date: 11/28/2016

Type	Date	Number Source	Payee Name	Transaction Amount
Check	11/28/2016	301870	CLIVE POWER EQUIPMENT	203.33
Check	11/28/2016	301871	COLEMAN MOORE COMPANY	93.83
Check	11/28/2016	301872	CONCRETE CONNECTION,LLC	23,342.92
Check	11/28/2016	301873	CONCRETE TECHNOLOGIES	335,500.83
Check	11/28/2016	301874	CONVERGINT TECHNOLOGIES LLC	307.00
Check	11/28/2016	301875	COSTCO	115.49
Check	11/28/2016	301876	DALLAS COUNTY RECORDER	158.00
Check	11/28/2016	301877	DE LAGE LANDEN	4,689.29
Check	11/28/2016	301878	DEITCH, DALA	264.00
Check	11/28/2016	301879	DES MOINES REGISTER SUBSCRIPTIONS (CHECK)	616.05
Check	11/28/2016	301880	DES MOINES STAMP MFG CO	23.50
Check	11/28/2016	301881	DMACC	30.00
Check	11/28/2016	301882	EARL MAY SEED AND NURSERY	199.80
Check	11/28/2016	301883	ELDER CORPORATION	96,064.01
Check	11/28/2016	301884	ELECTRICAL ENGINEERING & EQUIP	1,345.21
Check	11/28/2016	301885	EMBARKIT INC	4,380.00
Check	11/28/2016	301886	EMS TECHNOLOGY SOLUTIONS	459.00
Check	11/28/2016	301887	EMSLRC	68.00
Check	11/28/2016	301888	ENGMAN, JOSH	75.00
Check	11/28/2016	301889	FASTENAL COMPANY	26.63
Check	11/28/2016	301890	FERGUSON ENTERPRISES INC 226	37.18
Check	11/28/2016	301891	FLORIST DISTRIBUTING, INC.	750.61
Check	11/28/2016	301892	GALLAGHER BENEFIT SERVICES	1,737.50
Check	11/28/2016	301893	GBA SYSTEMS INTEGRATORS LLC	11,685.00
Check	11/28/2016	301894	GREATER DES MOINES FRIENDS OF HUMAN RIGHTS INC	75.00
Check	11/28/2016	301895	GREATER DES MOINES PARTNERSHIP	1,250.00
Check	11/28/2016	301896	GRIMES ASPHALT & PAVING	966.44
Check	11/28/2016	301897	GUS CONSTRUCTION CO INC	40,410.09
Check	11/28/2016	301898	HACH COMPANY	2,981.67
Check	11/28/2016	301899	HAHN, JENNIFER	999.00
Check	11/28/2016	301900	HARTLAND FUEL PRODUCTS LLC	17,293.75
Check	11/28/2016	301901	HAWKEYE PAVING CORPORATION	256,367.00
Check	11/28/2016	301902	HAWKEYE TRUCK EQUIPMENT	2,478.31
Check	11/28/2016	301903	HOME DEPOT CREDIT SERVICES	117.03

City of West Des Moines
City Council Report
 Bank Account: WB VENDOR DISB - WB Vendor Disbursement
 Batch Date: 11/28/2016

Type	Date	Number Source	Payee Name	Transaction Amount
Check	11/28/2016	301904 Accounts Payable	HOME INC	13,717.00
Check	11/28/2016	301905 Accounts Payable	HY VEE INC	441.15
Check	11/28/2016	301906 Accounts Payable	I+S GROUP INC	5,904.00
Check	11/28/2016	301907 Accounts Payable	INDUSTRIAL SCIENTIFIC	110.50
Check	11/28/2016	301908 Accounts Payable	IOWA CENTRAL COMMUNITY COLLEGE	50.00
Check	11/28/2016	301909 Accounts Payable	IOWA DEPARTMENT OF TRANSPORTATION	3,267.29
Check	11/28/2016	301910 Accounts Payable	IOWA INTERSTATE RAILROAD LTD	401.28
Check	11/28/2016	301911 Accounts Payable	IOWA ONE CALL	1,198.80
Check	11/28/2016	301912 Accounts Payable	IOWA PRISON INDUSTRIES	577.00
Check	11/28/2016	301913 Accounts Payable	IOWA SIGNAL INC.	1,114.86
Check	11/28/2016	301914 Accounts Payable	ITERIS INC	625.00
Check	11/28/2016	301915 Accounts Payable	J&K CONTRACTING LLC	112,847.41
Check	11/28/2016	301916 Accounts Payable	JACOBSEN AUTO BODY	6,281.64
Check	11/28/2016	301917 Accounts Payable	JEFFREY L BRUCE & COMPANY LLC	4,171.32
Check	11/28/2016	301918 Accounts Payable	JIM'S JOHNS	369.00
Check	11/28/2016	301919 Accounts Payable	JOBDIG INC	277.00
Check	11/28/2016	301920 Accounts Payable	JOHN HEMRY LLC	4,100.00
Check	11/28/2016	301921 Accounts Payable	JOINER CONSTRUCTION CO., INC.	151,414.75
Check	11/28/2016	301922 Accounts Payable	KABEL BUSINESS SERVICES	844.00
Check	11/28/2016	301923 Accounts Payable	KALDENBERG'S PBS LANDSCAPING	4,126.36
Check	11/28/2016	301924 Accounts Payable	LACINA, WENDY	594.00
Check	11/28/2016	301925 Accounts Payable	LANG CONSTRUCTION GROUP INC	150,877.10
Check	11/28/2016	301926 Accounts Payable	LANGUAGE LINE SERVICES	208.60
Check	11/28/2016	301927 Accounts Payable	LASER RESOURCES	6,301.16
Check	11/28/2016	301928 Accounts Payable	LEXISNEXIS	392.00
Check	11/28/2016	301929 Accounts Payable	LOWE'S HOME CENTER, INC.	1,294.57
Check	11/28/2016	301930 Accounts Payable	LT LEON ASSOCIATES, INC	10,630.00
Check	11/28/2016	301931 Accounts Payable	M&M COMMERCIAL CLEANING	310.00
Check	11/28/2016	301932 Accounts Payable	MACDONALD LETTER SERVICE	680.00
Check	11/28/2016	301933 Accounts Payable	MAILFINANCE	232.17
Check	11/28/2016	301934 Accounts Payable	MEMORIAL SERVICES OF IOWA, INC	1,350.00
Check	11/28/2016	301935 Accounts Payable	MESHIROW FINANCIAL INVESTMENT MANAGEMENT INC	5,000.00
Check	11/28/2016	301936 Accounts Payable	MID AMERICAN SIGNAL INC	7,284.00
Check	11/28/2016	301937 Accounts Payable	MIDAMERICAN ENERGY	26.62

City of West Des Moines City Council Report

Bank Account: WB VENDOR DISB - WB Vendor Disbursement
Batch Date: 11/28/2016

Type	Date	Number Source	Payee Name	Transaction Amount
Check	11/28/2016	301938 Accounts Payable	MIDAMERICAN- DM-WDM TL	28.00
Check	11/28/2016	301939 Accounts Payable	MIDWEST BEARING & SUPPLY	87.88
Check	11/28/2016	301940 Accounts Payable	MITTERA GROUP	36,910.04
Check	11/28/2016	301941 Accounts Payable	MNM CONCRETE SPECIALIST LLC	10,786.44
Check	11/28/2016	301942 Accounts Payable	MTI DISTRIBUTING, INC.	55.25
Check	11/28/2016	301943 Accounts Payable	MULCH MART LLC	59.25
Check	11/28/2016	301944 Accounts Payable	MUNICIPAL PIPE TOOL CO INC	11,966.20
Check	11/28/2016	301945 Accounts Payable	MUNICIPAL SUPPLY INC	290.00
Check	11/28/2016	301946 Accounts Payable	MURPHY TRACTOR & EQUIPMENT CO.	113.45
Check	11/28/2016	301947 Accounts Payable	NESTINGEN INC	2,160.00
Check	11/28/2016	301948 Accounts Payable	NETTELAND, STEPHEN	1,409.00
Check	11/28/2016	301949 Accounts Payable	NEWTON ARBORETUM & BOTANICAL GARDENS	150.00
Check	11/28/2016	301950 Accounts Payable	O'HALLORAN INTERNATIONAL INC	245,867.00
Check	11/28/2016	301951 Accounts Payable	OLDCASTLE ARCHITECTURAL INC	242.04
Check	11/28/2016	301952 Accounts Payable	OPTIMUM DATA INC	212.54
Check	11/28/2016	301953 Accounts Payable	PER MAR SECURITY	656.62
Check	11/28/2016	301954 Accounts Payable	PRO WASTE SERVICES LLC	150.00
Check	11/28/2016	301955 Accounts Payable	QUALITY STRIPING	360.00
Check	11/28/2016	301956 Accounts Payable	RAY ALLEN MANUFACTURING CO	95.59
Check	11/28/2016	301957 Accounts Payable	RESERVE ACCOUNT	4,000.00
Check	11/28/2016	301958 Accounts Payable	RESOURCE CONSULTING ENGINEERS	24,352.50
Check	11/28/2016	301959 Accounts Payable	ROTO-ROOTER CORP	217.00
Check	11/28/2016	301960 Accounts Payable	ROY'S TOWING AND RECOVERY	350.00
Check	11/28/2016	301961 Accounts Payable	SCHEELS ALL SPORTS-ACC REC	222.98
Check	11/28/2016	301962 Accounts Payable	SCHILDBERG CONSTRUCTION CO	3,382.36
Check	11/28/2016	301963 Accounts Payable	SECRETARY OF STATE	60.00
Check	11/28/2016	301964 Accounts Payable	SECURITY EQUIPMENT INC	1,112.00
Check	11/28/2016	301965 Accounts Payable	SIGNS NOW	418.93
Check	11/28/2016	301966 Accounts Payable	SIMPLEX GRINNELL	1,170.63
Check	11/28/2016	301967 Accounts Payable	SITONE LANDSCAPE SUPPLY LLC	108.22
Check	11/28/2016	301968 Accounts Payable	SIXTA, ANDREW	66.00
Check	11/28/2016	301969 Accounts Payable	SKOLD DOOR & FLOOR CO.	322.00
Check	11/28/2016	301970 Accounts Payable	SM HENTGES & SON'S INC	76,488.19
Check	11/28/2016	301971 Accounts Payable	SMITH FERTILIZER AND GRAIN	13,706.40

City of West Des Moines
City Council Report
 Bank Account: WB VENDOR DISB - WB Vendor Disbursement
 Batch Date: 11/28/2016

Type	Date	Number Source	Payee Name	Transaction Amount
Check	11/28/2016	301972 Accounts Payable	SNAP-ON TOOLS	547.88
Check	11/28/2016	301973 Accounts Payable	SPECIALTY GRAPHICS INC	40.00
Check	11/28/2016	301974 Accounts Payable	SPRINT	505.16
Check	11/28/2016	301975 Accounts Payable	STIVERS FORD	29,445.00
Check	11/28/2016	301976 Accounts Payable	STRAHL, NATALIE	132.71
Check	11/28/2016	301977 Accounts Payable	STUDIO MELEE	4,325.00
Check	11/28/2016	301978 Accounts Payable	T&T SPRINKLER SERVICE, INC	800.00
Check	11/28/2016	301979 Accounts Payable	THE CONCRETE COMPANY INC	54,586.03
Check	11/28/2016	301980 Accounts Payable	THE DES MOINES EMBASSY CLUB	300.56
Check	11/28/2016	301981 Accounts Payable	THE UNDERGROUND COMPANY	4,490.00
Check	11/28/2016	301982 Accounts Payable	THE UPS STORE	12.02
Check	11/28/2016	301983 Accounts Payable	TRITECH FORENSICS	196.10
Check	11/28/2016	301984 Accounts Payable	TRIZETTO PROVIDER SOLUTIONS	246.89
Check	11/28/2016	301985 Accounts Payable	TRUE VALUE & V&S VARIETY STORE	652.57
Check	11/28/2016	301986 Accounts Payable	ULTRAMAX	348.80
Check	11/28/2016	301987 Accounts Payable	UNION PACIFIC RAILROAD CO	81,557.75
Check	11/28/2016	301988 Accounts Payable	UNITED PARCEL SERVICE	26.96
Check	11/28/2016	301989 Accounts Payable	UNITYPOINT CLINIC	222.00
Check	11/28/2016	301990 Accounts Payable	UNITYPOINT HEALTH	351.24
Check	11/28/2016	301991 Accounts Payable	VAN WALL POWERSPORTS	414.00
Check	11/28/2016	301992 Accounts Payable	VEENSTRA & KIMM INC	30,803.37
Check	11/28/2016	301993 Accounts Payable	WATCHGUARD VIDEO	10,040.00
Check	11/28/2016	301994 Accounts Payable	WEST DES MOINES COMM SCHOOLS	3,500.00
Check	11/28/2016	301995 Accounts Payable	WEX BANK	730.67
Check	11/28/2016	301996 Accounts Payable	WHITE, MIKE	500.00
Check	11/28/2016	301997 Accounts Payable	XEROX LITIGATION SERVICES	500.00
Check	11/28/2016	301998 Accounts Payable	FOWLER, BRIAN	242.46
Check	11/28/2016	301999 Accounts Payable	HILSABECK, JESSE	101.76
Check	11/28/2016	302000 Accounts Payable	IMSA - PUBLIC SAFETY	40.00
Check	11/28/2016	302001 Accounts Payable	INSTITUTE OF TRANSPORTATION	600.00
Check	11/28/2016	302002 Accounts Payable	IOWA WORKFORCE DEVELOPMENT	175.00
Check	11/28/2016	302003 Accounts Payable	MAY, JONATHAN	200.00
Check	11/28/2016	302004 Accounts Payable	PAUBA DODGE, JANE	67.14
Check	11/28/2016	302005 Accounts Payable	PELTON, CHRIS	526.50
Check	11/28/2016	302006 Accounts Payable	SCHEMMELE, LINDA	196.77

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

Bank Account: WB VENDOR DISB - WB Vendor Disbursement
Batch Date: 11/28/2016

Type	Date	Number Source	Payee Name	Transaction Amount
Check	11/28/2016	302007	SHOWTIME ENTERTAINMENT	75.00
Check	11/28/2016	302008	WEISE, RON	29.63
Check	11/28/2016	302009	WITSTOCK, DUANE	55.74
Check	11/28/2016	302010	AMERIGROUP IOWA INC	142.50
Check	11/28/2016	302011	AMERIGROUP IOWA INC	119.31
Check	11/28/2016	302012	BEYER, STEVEN	865.50
Check	11/28/2016	302013	BOYD, SHANNON	10.00
Check	11/28/2016	302014	COVENTRY ADVANTRA	111.04
Check	11/28/2016	302015	HEAGLE, DEBORAH	83.74
Check	11/28/2016	302016	HEALTH PARTNERS	544.60
Check	11/28/2016	302017	HOFFMAN, WILLIAM L	463.00
Check	11/28/2016	302018	HUMANA HEALTH CARE	28.38
Check	11/28/2016	302019	LOCKWOOD, MARGARET	110.02
Check	11/28/2016	302020	NEWTON CONVENTION & VISITORS BUREAU	156.00
Check	11/28/2016	302021	STRAUCH JR, HERMAN	75.00
Check	11/28/2016	302022	TRICARE WEST REGION	806.81
Check	11/28/2016	302023	UNITED HEALTHCARE COMMUNITY PLAN	264.96
Check	11/28/2016	302024	WELLMARK BLUE CROSS & BLUE SHIELD OF IOWA, Provider Services	61.11
EFT	11/28/2016	294	ARNOLD MOTOR SUPPLY,LLP	644.38
EFT	11/28/2016	295	BAUER BUILT	1,428.20
EFT	11/28/2016	296	BAYLESS, RON	440.00
EFT	11/28/2016	297	DESIGN ALLNANCE INC	3,995.60
EFT	11/28/2016	298	EMC RISK SERVICES	9,581.20
EFT	11/28/2016	299	FBG SERVICE CORPORATION	2,798.00
EFT	11/28/2016	300	FINESTEAD ENTERPRISES LLC	1,380.00
EFT	11/28/2016	301	FOTH INFRASTRUCTURE & ENVIRONMENT	271,009.42
EFT	11/28/2016	302	HYDRO KLEAN INC	6,729.40
EFT	11/28/2016	303	IOWA COMMUNITIES ASSURANCE POOL	10,000.00
EFT	11/28/2016	304	KELTEK INC	1,752.70
EFT	11/28/2016	305	LAIDLAW JR, WILLIAM	260.58
EFT	11/28/2016	306	MCANINCH CORP & AFFILIATES	226,163.16

City of West Des Moines
City Council Report
 Bank Account: WB VENDOR DISB - WB Vendor Disbursement
 Batch Date: 11/28/2016

Type	Date	Number Source	Payee Name	Transaction Amount
EFT	11/28/2016	307	Accounts Payable	48,874.50
EFT	11/28/2016	308	Accounts Payable	66.00
EFT	11/28/2016	309	Accounts Payable	1,339.11
EFT	11/28/2016	310	Accounts Payable	286.00
EFT	11/28/2016	311	Accounts Payable	1,336.09
EFT	11/28/2016	312	Accounts Payable	50,956.23
EFT	11/28/2016	313	Accounts Payable	866.50
EFT	11/28/2016	314	Accounts Payable	5,300.20
EFT	11/28/2016	315	Accounts Payable	5,022.19
EFT	11/28/2016	316	Accounts Payable	686.00
EFT	11/28/2016	317	Accounts Payable	5,700.00
EFT	11/28/2016	318	Accounts Payable	28,700.00
EFT	11/28/2016	319	Accounts Payable	2,264.00
EFT	11/28/2016	320	Accounts Payable	673.35
WB VENDOR DISB WB Vendor Disbursement Totals:				<u>\$3,211,445.94</u>
Checks: 188				\$2,523,193.13
EFTs: 27				\$688,252.81

City of West Des Moines
City Council Report
 Bank Account: WB CONTROLPAY - WB ControlPay
 Batch Date: 11/28/2016

Type	Date	Number Source	Payee Name	Transaction Amount
Bank Account: WB CONTROLPAY - WB ControlPay				
EFT	11/28/2016	544 Accounts Payable	ABC ELECTRICAL CONTRACTORS	4,718.01
EFT	11/28/2016	545 Accounts Payable	ADVENTURE LIGHTING	217.56
EFT	11/28/2016	546 Accounts Payable	ALL MAKES OFFICE INTERIORS	3,543.19
EFT	11/28/2016	547 Accounts Payable	AMERICAN CONCRETE	885.63
EFT	11/28/2016	548 Accounts Payable	AMERICAN FENCE	216.00
EFT	11/28/2016	549 Accounts Payable	ARAMARK UNIFORM SERVICES	1,006.21
EFT	11/28/2016	550 Accounts Payable	ARROW STAGE LINES	700.00
EFT	11/28/2016	551 Accounts Payable	BLACKBURN MANUFACTURING CO	106.72
EFT	11/28/2016	552 Accounts Payable	BUSINESS PUBLICATIONS	874.95
EFT	11/28/2016	553 Accounts Payable	CAPITAL CITY EQUIPMENT	80.84
EFT	11/28/2016	554 Accounts Payable	CAPITAL SANITARY SUPPLY CO INC	1,635.69
EFT	11/28/2016	555 Accounts Payable	CENTURYLINK	5,858.73
EFT	11/28/2016	556 Accounts Payable	COMPETITIVE EDGE	194.00
EFT	11/28/2016	557 Accounts Payable	CORN STATES METAL	495.00
EFT	11/28/2016	558 Accounts Payable	DES MOINES REGISTER MEDIA	3,624.17
EFT	11/28/2016	559 Accounts Payable	DIAMOND VOGEL PAINT	16.69
EFT	11/28/2016	560 Accounts Payable	ELECTRONIC ENGINEERING	18.00
EFT	11/28/2016	561 Accounts Payable	EMERGENCY APPARATUS MAINT	9,066.44
EFT	11/28/2016	562 Accounts Payable	EXCEL MECHANICAL INC	4,917.29
EFT	11/28/2016	563 Accounts Payable	FIELD FIRE	849.50
EFT	11/28/2016	564 Accounts Payable	G&L CLOTHING	526.46
EFT	11/28/2016	565 Accounts Payable	GALETON GLOVES	382.71
EFT	11/28/2016	566 Accounts Payable	GALLS LLC	430.07
EFT	11/28/2016	567 Accounts Payable	HEALTH CARE LOGISTICS INC	31.77
EFT	11/28/2016	568 Accounts Payable	HOTSY CLEANING SYSTEMS INC	919.89
EFT	11/28/2016	569 Accounts Payable	HOWARD R. GREEN CO.	24,857.00
EFT	11/28/2016	570 Accounts Payable	INLAND TRUCK PARTS	1,511.55
EFT	11/28/2016	571 Accounts Payable	INTERFLEET INC	203.00
EFT	11/28/2016	572 Accounts Payable	INTERSTATE ALL BATTERY CENTER	46.50
EFT	11/28/2016	573 Accounts Payable	IOWA WATER MANAGEMENT CORP	540.00
EFT	11/28/2016	574 Accounts Payable	IPSWITCH, INC	270.00
EFT	11/28/2016	575 Accounts Payable	JOHNSTONE SUPPLY	71.80
EFT	11/28/2016	576 Accounts Payable	KONE INC	290.70
EFT	11/28/2016	577 Accounts Payable	LOGAN CONTRACTORS SUPPLY, INC	1,838.12

City of West Des Moines
City Council Report
 Bank Account: WB CONTROLPAY - WB ControlPay
 Batch Date: 11/28/2016

Type	Date	Number Source	Payee Name	Transaction Amount
EFT	11/28/2016	578 Accounts Payable	MENARDS	393.33
EFT	11/28/2016	579 Accounts Payable	METRO WASTE AUTHORITY	35,135.53
EFT	11/28/2016	580 Accounts Payable	MID-IOWA SOLID WASTE EQUIPMENT	1,086.56
EFT	11/28/2016	581 Accounts Payable	MOTOROLA	326.00
EFT	11/28/2016	582 Accounts Payable	NORTHLAND PRODUCTS	158.10
EFT	11/28/2016	583 Accounts Payable	O'HALLORAN INTERNATIONAL INC	759.42
EFT	11/28/2016	584 Accounts Payable	O'REILLY AUTOMOTIVE INC	95.01
EFT	11/28/2016	585 Accounts Payable	PAY-LESS OFFICE PRODUCTS INC	485.63
EFT	11/28/2016	586 Accounts Payable	PLAYPOWER LT FARMINGTON INC	803.55
EFT	11/28/2016	587 Accounts Payable	PRAXAIR	1,051.50
EFT	11/28/2016	588 Accounts Payable	SHOTTENKIRK CHEVROLET	86.12
EFT	11/28/2016	589 Accounts Payable	SNYDER & ASSOCIATES	225.00
EFT	11/28/2016	590 Accounts Payable	SPRAYER SPECIALTIES INC	229.64
EFT	11/28/2016	591 Accounts Payable	STAR EQUIPMENT LTD	100.80
EFT	11/28/2016	592 Accounts Payable	STIVERS FORD (CONTROL PAY)	3,239.00
EFT	11/28/2016	593 Accounts Payable	STRAUSS SAFE AND LOCK CO	99.00
EFT	11/28/2016	594 Accounts Payable	TEAM SERVICES	3,824.51
EFT	11/28/2016	595 Accounts Payable	THE VERNON COMPANY	1,719.58
EFT	11/28/2016	596 Accounts Payable	THOMSON REUTERS-WEST PAYMENT	263.25
EFT	11/28/2016	597 Accounts Payable	TOMPKINS INDUSTRIES	329.78
EFT	11/28/2016	598 Accounts Payable	TRANS IOWA EQUIPMENT CO	3,593.74
EFT	11/28/2016	599 Accounts Payable	UNIVERSAL PRINTING	621.49
EFT	11/28/2016	600 Accounts Payable	VAISALA INC	1,980.00
EFT	11/28/2016	601 Accounts Payable	WASTE MANAGEMENT OF IOWA	60.00
EFT	11/28/2016	602 Accounts Payable	WORLDPOINT ECC INC	662.02
EFT	11/28/2016	603 Accounts Payable	ZOLL MEDICAL	1,244.25
WB CONTROLPAY WB ControlPay Totals:				\$129,496.80
EFTs: 60				\$129,496.80
Transactions: 60				

City of West Des Moines
City Council Report
 Bank Account: WB VENDOR DISB - WB Vendor Disbursement
 Batch Date: 11/15/2016

Type	Date	Number	Source	Payee Name	Transaction Amount
Bank Account: WB VENDOR DISB - WB Vendor Disbursement					
Check	11/15/2016	301835	Accounts Payable	BOUGHTON , GARNETTA M	198,800.00
Check	11/15/2016	301836	Accounts Payable	LOREN H BOUGHTON TRUST	198,800.00
WB VENDOR DISB WB Vendor Disbursement Totals:					Transactions: 2
Checks:		2			\$397,600.00

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

ITEM: Approval of Liquor Licenses

DATE: November 28, 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. Bravo Brio Restaurant Group, Inc. d/b/a Bravo Cucina Italiana, 120 South Jordan Creek Parkway - Class LC Liquor License with Sunday Sales and Outdoor Service Privileges - Renewal
2. DeJear Corporation, d/b/a Caleo Enterprises, 1701 25th Street (Events Center West) - 5-Day Class LC Liquor License - Effective December 15-19, 2016
3. West Des Moines Lodging Investors, LLC, d/b/a Hampton Inn, 7060 Lake Drive - Class BW Permit with Sunday Sales and Living Quarters - Renewal
4. Kum & Go, L.C., d/b/a Kum & Go #2035, 7265 Vista Drive - Class LE Liquor License with Carryout Wine, Carryout Beer and Sunday Sales - Renewal

OUTSTANDING ISSUES (if any): None

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

Lead Staff Member: Ryan T. Jacobson, City Clerk

STAFF REVIEWS

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

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

ITEM: Motion – Approval of Park Use Agreement –
West Des Moines Soccer Club

DATE: November 28, 2016

FINANCIAL IMPACT: None

BACKGROUND: The term of the five year Park Use Agreement between the City and West Des Moines Soccer Club expires December 31, 2016. The Club provides opportunities for over 2,000 youth and adult athletes to learn, play, and officiate soccer on year-round basis. More than 80% of the members attend West Des Moines Schools. The Club is committed to our community and will continue to provide the necessary services to enhance quality of life.

Changes have been made to the agreement that reflect the switch in maintenance staff from Parks and Recreation to Public Services. In addition, the Club will be taking over all of the mowing in exchange for the soccer fields becoming part of the City’s system wide turf program which includes fertilization and broadleaf applications. If the Club desires additional fertilizer or spraying, the City will do the application with the materials being purchased by the Club.

The attached draft agreement has been reviewed by City staff and representatives of the West Des Moines Soccer Club. It has also been reviewed and approved by the Parks and Recreation Advisory Board which is recommending approval by the City Council.

OUTSTANDING ISSUES: None

RECOMMENDATION: Staff and the Parks and Recreation Advisory Board recommend that the City Council approve the Park Use Agreement.

Lead Staff Member: Greg Hansen, Superintendent of Recreation

STAFF REVIEWS

Department Director	
Appropriations/Finance	
Legal	
Agenda Acceptance	

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Parks & Recreation Advisory Board		
Date Reviewed	11/17/16		
Recommendation	Yes	No	Split

AGREEMENT
BETWEEN THE CITY OF WEST DES MOINES
AND THE
WEST DES MOINES SOCCER CLUB
FOR USE OF PARKS & RECREATION PREMISES

THIS AGREEMENT (hereinafter called "Agreement") is made this _____ day of _____, ~~2011~~2016, by and between the CITY OF WEST DES MOINES (hereinafter called "City") and the WEST DES MOINES SOCCER CLUB (hereinafter called "Association").

FOR AND IN CONSIDERATION OF MUTUAL PROMISES AND COVENANTS HEREIN CONTAINED THE PARTIES AGREE AS FOLLOWS:

I. Definitions

- A. The term "City" shall mean the City of West Des Moines, Iowa and where necessary shall include the Mayor and City Councilmembers, employees, volunteers and agents of the City.
- B. The term "Department" shall mean the City of West Des Moines Parks and Recreation Department. The term "Public Services Department" shall mean the City of West Des Moines Public Services Department.
- C. The term "Association" shall mean the West Des Moines Soccer Club, its officers, directors, employees, volunteers and agents.
- D. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender according to context.
- E. The term "Premises" shall include the area in the attached diagram entitled Exhibit A, generally described as the area in Raccoon River Park for soccer.

II. Term

This Agreement shall commence on the above date of execution and shall continue until December 31, ~~2016~~2021 unless otherwise terminated at an earlier date as provided herein.

III. Extension of Agreement

The Agreement will automatically extend for an additional five (5) years unless the City has previously provided a Notice to Cure Default to the Association, pursuant to Section XI – Termination of this Agreement. If the City has previously provided such Notice to the Association, the parties must execute any extension of this Agreement in the form of a new

written Agreement. Any extension or renewal of this Agreement may include modifications to the original terms of this Agreement if mutually agreed to by the City and the Association.

IV. Field Usage

- A. The soccer fields at Raccoon River Park so designated in the playing schedule shall be reserved for scheduled games, tournaments, and practices according to the Association's annual schedule. Any use of these fields by Association members or members of the general public shall be in accordance with the Association's field use and practice policy.
- B. The Association may close the fields to the general public for repairs, renovation, or preparation for games or tournaments as long as the length of time is reasonable.
- C. Any use of fields at Raccoon River Park by the Department shall be coordinated with the schedule of the Association's games and practices and shall be presented to the President of the Association by the Department.
- D. Any use of the Premises by entities or organizations other than the Association shall require the written consent of the Department Director if that use is not sponsored by the Association. Request for approval of use must be submitted a minimum of ten (10) days prior to the use. Unless covered under the Association's insurance policy, proof of insurance coverage with the City of West Des Moines named as additional insured shall be provided by the entity or organization for all non-Association sponsored events prior to use.

V. Facilities and Improvements

- A. Field lighting and scoreboards may be installed on the Premises by the Association with prior approval of the Department Director. Field lighting and scoreboards will not be installed by the City.
- B. Overhead light bulbs on field lights will be maintained and insured by the Association for the full term of this Agreement. Any replacement(s) or repair(s) of the field light fixtures, poles or underground wiring is the responsibility of the Association.
- C. Electric meters for field lights shall be listed in the Association's name with the electricity supplier and insured by the Association for the full term of this Agreement. Electrical use of lights for Association events shall be paid for by the Association. Any electrical use of the lights in tournament play or other activities scheduled by the Department shall be paid for by the Department.
- D. All scoreboards used in conjunction with Association activities shall be repaired, maintained, replaced and insured by the Association for the full term of this Agreement.
- E. Security lighting along the access road and in the parking lot at Raccoon River Park shall be repaired, maintained, and replaced by the City. Electrical use of security lighting shall be paid for by the City.
- F. Irrigation systems may be installed on the Premises by the Association with prior approval of the Department and West Des Moines Water Works. If a well is involved, Iowa Department of Natural Resources approval shall also be required. Irrigation systems and wells will not be installed by the City. All installation, maintenance, replacement and repair of irrigation systems and wells are the responsibility of the Association.

- G. Electric meters and water meters for irrigation systems shall be listed in the Association's name with the utility supplier and insured for the full term of this Agreement. Electrical and water use for irrigation shall be paid for by the Association.

VI. Concessions Operations

- A. With prior written approval of the Department Director, the Association may contract with a third party to provide concession operations. Request for approval must be submitted a minimum of ten (10) days prior to start of concession operations and shall include all contact information for concessionaire. The concessionaire must meet all requirements of the City, including insurance coverage. The City reserves the ability to temporarily close down any concession operations until satisfactory proof is submitted to the Department Director that the concessionaire complies with all City requirements. If a third party contractor is used, then a certificate of insurance listing the Association and the City as additional insured will be provided to the City before the third party concession operations begin.
- B. The Association may construct a concession/storage building to be utilized for concession operations either as a separate building or as a combined building with the restroom facilities provided by the City. In either case, the expense of the concession/storage building design and construction shall be the responsibility of the Association. Design of the concession/storage building shall be reviewed and approved by the City. Utilities for a permanent concession building, if any, shall be provided to the site by the City in the form of water (4" main with fire hydrant), sewer, and electrical service. All service connections from these utilities shall be the responsibility of the Association.
- C. If a temporary concession facility is used by the Association, the Association shall pay for the installation of a paved pad. All temporary concession facilities shall be approved by the City.
- D. The Association assumes all risks of concession operations and agrees to comply with all federal, state, and local laws and regulations and orders affecting the concession operation in regard to all matters including but not limited to the sale of, use of, and storage of foodstuffs and beverages.
- E. The Association agrees to supply, repair, maintain, and replace at the sole cost and expense of the Association all equipment such as food preparation equipment, refrigeration, storage, and display equipment, other equipment, and property required for the necessary operation of the concession. The Association shall insure such property and equipment for the full term of this Agreement.
- F. The Association agrees that all revenues derived from concession operations at Raccoon River Park shall be used to fund personnel, programs, equipment, facilities, or capital improvements in Raccoon River Park related to Association activities.
- G. The Association agrees at all times to permit and allow free access to the concession operation by representatives of the ~~Parks and Recreation~~ Department, the Public Services Department, the Department of Health, and other city, county, state, or federal officials having jurisdiction for inspection purposes. The Association further agrees after any inspection and upon notification by a representative of any agency, that any part of the

premises or the facilities thereof are unsatisfactory, the Association will remedy the same at once.

VII. Maintenance Responsibilities

- A. All requests for maintenance assistance from Public Services Department staff shall be submitted to the Parks Maintenance Supervisor at least seven (7) days in advance, except in emergency situations. If less than seven (7) days notice is given in non-emergency situations, the Association shall pay the full cost of any overtime hours worked by ~~the~~ Public Services Department staff if applicable.
- B. The Public Services Department will provide an adequate number of barrels for litter and empty all containers on a regular basis. The Association is responsible for picking up litter and debris on the ground within the Premises and shall do so within twenty-four (24) hours upon receiving notice from the Department.
- C. The Public Services Department shall provide permanent restrooms at Raccoon River Park during the period of time the restrooms are open to the public (typically April 15 to October 15). Dates are subject to change according to weather conditions. Permanent restrooms will be maintained by the Public Services Department. The Association may be responsible for stocking restroom supplies as necessary.
- D. Up to three (3) portable toilets will be provided by the City within the Premises when permanent restrooms are not available during the Association's regular season. The Public Services Department shall be responsible for the maintenance of the portable toilets provided by the City. Additional portable toilets may be utilized at any time during the Association's regular season at the Association's expense. Maintenance of portable toilets provided by the Association will be the responsibility of the Association.
- E. A ~~Department-City~~ employee or City-contracted security officer will check and lock all permanent restrooms in the Association's area every evening between 10:30 p.m. to 12:00 a.m. during the period of time the restrooms are open to the public.
- F. Duplicate keys must be supplied to the Superintendent of Parks-Recreation and Parks Maintenance Supervisor for any lock used by the Association. If a lock is changed, keys must be made available immediately to the Superintendent of Parks-Recreation and Parks Maintenance Supervisor. All alarm system codes and instructions for their use must be supplied to the ~~Department~~Superintendent of Recreation and Parks Maintenance Supervisor. Any costs incurred by the ~~Department-City~~ resulting from failure of the Association to comply with this provision shall be the sole responsibility of the Association.
- G. All roads and parking lots will be maintained by the Public Services Department.
- H. All grass will be mowed by the ~~Department-Association~~ on a regular basis ~~(typically one mowing per week)~~. ~~If additional mowing is needed, the Association will be responsible for keeping grass at the height required by the Association.~~ The Association will maintain all goal areas and mark the fields. All sod used for repair of goal areas shall be purchased and laid by the Association.
- I. ~~At the request of the Association, the~~The Public Services Department will fertilize all soccer field areas ~~consistent with sports turf management standards once a year as part of its system-wide turf program.~~ The Public Services Department will also apply a pre-

~~emergent product for crabgrass prevention and a grub preventative in a manner and timing as determined by the Public Services Department according to product labeling. The cost of any additional materials needed as determined by soil testing or as requested by the Association (i.e. micronutrients, lime, etc.) will be the responsibility of the Association. The Public Services Department will provide the labor and equipment to apply the material for additional applications at no cost to the Association. The purchase of additional fertilizer or seed shall be the responsibility of the Association, and application thereof shall require the prior approval of the Superintendent of Parks. Any cost of additional fertilization or seeding done by the Department shall be borne by the Association.~~

- J. ~~At the request of the Association, the~~The Public Services Department shall spray the area for broadleaf weeds as part of their overall system-wide weed control program with one spot spray in the spring and one spot spray in the fall. The cost of any additional materials needed (i.e. fungus control, etc.) will be the responsibility of the Association. The Public Services Department will provide the labor and equipment to apply the material for additional applications at no cost to the Association. Additional broadleaf control or other pesticide/herbicide use may be requested by the Association to be done by the Department. Any cost of additional spraying shall be borne by the Association. Under no circumstances may the Association permit or contract for individuals or businesses to apply fertilizer, pesticides or herbicides to the Premises or any other public property without prior written approval from the ~~Superintendent of Parks~~Department Director.
- K. Except as provided herein, the Association, at its expense, shall care for, maintain and keep in repair and in a safe and serviceable condition all structures such as concession stands, irrigation systems, fences, goals, bleachers, and benches which are used during Association sponsored activities. Any damaged structure or equipment must be reported to the Superintendent of ~~Parks-Recreation~~ within 24 hours. Restrooms, parking lots, roadways, and security lighting shall be maintained by the City as above-mentioned.
- L. The Association will be responsible for maintaining the fields within the Premises in a safe and usable condition. The City will have the right to inspect the fields and request that deficiencies be remedied within a reasonable timeframe. If deficiencies are not timely remedied, the City will have the right to cancel or postpone any activity taking place on the deficient field or fields. Any failure by the Association to timely remedy deficiencies to the satisfaction of the City shall constitute a default of this Agreement and the City may elect to terminate this Agreement, pursuant to Section XI – Termination of this Agreement.

VIII. Improvements

- A. Any field or structure improvements or changes, paint colors, and facility naming requests must be approved by the Department Director, and if applicable, the Parks and Recreation Advisory Board, the Planning and Zoning Commission, and/or the City Council in advance. Exterior paint will be provided by the Public Services Department with labor supplied by the Association.
- B. The Association shall not erect, post or exhibit signs within the facility unless approval is first given by the Department Director. All signs shall comply with the ordinances of the

City and any rules and regulations adopted by the Parks and Recreation Advisory Board or the Department. Any signs removed or taken down by the Association shall not damage any building or facility.

- C. The Association shall be solely responsible for acquiring at its own expense from corporate, federal, state, county, or local agencies or governmental units all permits for operations, improvements or changes.

IX. Insurance Requirements

- A. The Association shall at its cost and expense, procure and maintain insurance for the term of this Agreement. The insurance provider shall be authorized to do business in Iowa and shall have received a rating of A or better in the current Best’s Rating Guide. The insurance provider shall certify in writing that any policy of insurance required herein with an aggregate limit of liability has not been reduced by paid or reserved claims at the time of issuance or renewal of the policy or certificate covering the operation and/or event.
- B. The City of West Des Moines shall be named as an additional insured under each policy or certificate. The original certificate of insurance shall be delivered to the City Clerk, City of West Des Moines, P.O. Box 65320, West Des Moines, Iowa 50265. A copy of the certificate shall also be submitted to the Superintendent of ~~Parks-Recreation~~ for the Department’s records. Each policy and certificate shall have endorsed thereon: “No cancellation of or change in this policy shall become effective until after ten (10) days written notice by registered mail to: “City Clerk, City of West Des Moines, P.O. Box 65320, West Des Moines, Iowa 50265”.

The policy shall provide the following amounts of insurance coverage. The City reserves the right to review and revise the insurance coverage amounts as deemed necessary.

Worker’s Compensation and Employers Liability	Statutory Requirements
Commercial General Liability	
General Aggregate Liability	\$2,000,000
Products Completed Operation Aggregate Limit	\$1,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each occurrence limit	\$1,000,000
Comprehensive automobile & motor vehicle/ Liability insurance for vehicles owned, non-owned or rented and underinsured and uninsured automobile & vehicle liability	\$500,000 per occurrence
Medical payments (any one person)	\$5,000

Legal liability to participants

\$5,000

- C. Upon failure of the Association to furnish, deliver and maintain such insurance as provided, this Agreement may, at the election of the City, be forthwith declared suspended, discontinued or terminated. Failure of the Association to procure and/or maintain the required insurance shall not relieve the Association from any liability under this Agreement, nor obligations of the Association concerning indemnification. All required insurance shall be in effect and continued during the term of this Agreement.
- D. The City recommends a bonding policy covering all members who handle money in the Association.

X. General Covenants, Policies and Conditions

- A. All eligible residents of West Des Moines shall be permitted to participate in the Association's programs. The Association shall comply with all federal, state, and municipal equal opportunity laws and regulations prohibiting discrimination including adherence and compliance with the Americans with Disabilities Act.
- B. The Association shall encourage all participants to abide by all federal, state, county and city laws, ordinances and regulations including all regulations adopted and established by the City Council, Parks and Recreation Advisory Board, and Department.
- C. Emphasis should be given in communications to participants that parking is to take place in lots designated for Association use. There is to be no parking on the grass or in non-designated parking spaces.
- D. The Department Director or his designee reserves the right to cancel or postpone any activity or eject any person(s) from the facility due to conflicts, disregarding of rules and regulations of the Department, adverse weather, or uncontrollable circumstances. Safety of the participants prevails.
- E. The City requires that all active coaches receive training for youth sports coaches as provided by the Association and reviewed and approved by the Department.

XI. Termination

- A. At the expiration of this Agreement or any extension thereof, or sooner as hereinafter set forth, the Association shall surrender the Premises and all City property thereon, in as good condition as when taking possession by the Association.
 - (1) The Association may be relieved in whole or in part of any or all of the obligations of this Agreement for such stated periods of time as the Parks and Recreation Advisory Board may deem proper upon written application showing circumstances beyond the control of the Association warranting such relief. The City shall respond in writing authorizing or rejecting said request.
 - (2) Upon default by the Association of any of the terms and provisions of this Agreement, this Agreement may be terminated or cancelled at the option of the City, provided, however, before termination or cancellation, the City,

shall give written notice to the Association's President or other officer by certified mail or personal service specifying the default or defaults and stating the Agreement will be cancelled and forfeited ten (10) calendar days after giving of such notice unless such default or defaults are remedied within such time period. A longer time period to remedy a default may be granted by the City, at its sole discretion. The City must determine that it has exhausted oral and written communications to the Association in an effort to have the Association sufficiently address and remedy the City's concerns prior to issuing the Notice to Cure Default, unless the basis for the Notice to Cure Default is that the default has or will create an immediate hazard to any soccer participants or spectators or has or will create a significant liability exposure to the City. Any bankruptcy or insolvency proceedings by the Association shall, at the City's option, immediately terminate this Agreement and the facility under the control of the Association shall vest with the City. Upon proper notice from the City to the Association as herein provided, any default of this Agreement by the Association that is not timely cured or remedied shall constitute a material and substantial breach of this Agreement. If the City is required to expend any money to fulfill the terms, conditions and obligations of this Agreement, either during the term of this Agreement by reason of default or after termination of the Agreement, the Parks and Recreation Advisory Board, the City, or its assigns may pursue reimbursement or any costs directly from the Association, or may seek any legal or equitable remedy available, including costs and attorney fees occasioned by such action.

- (3) The Association nor any one claiming by, through or under the Association, shall not have the right to file or place any Mechanic's Lien or other lien of any kind or character whatsoever, upon the premises, facilities, or building controlled by the Association under this Agreement, and notice is hereby given that no contractor, subcontractor, or anyone else who may furnish any material, service or labor for any improvements, alteration, repairs or any part thereof, shall at any time be or become entitled to any lien thereon.
- B. If this Agreement is terminated and is not extended, all fencing, buildings, light poles, and underground irrigation systems including controllers shall remain the property of the City. No compensation will be paid by the City to the Association for the above improvements. Scoreboards, light fixtures, bleachers, and concession stand equipment shall be considered property of the Association, unless they were originally purchased by the City, and may be removed from the site. If any property is removed upon expiration of this Agreement, the Premises shall be restored to as good condition as existed upon commencement of this Agreement.

XII. Dispute Resolution

Any concerns or questions regarding interpretation or application of the provisions of this Agreement shall first be submitted to the Superintendent of ~~Parks~~ Recreation. The Department Director, City Manager, member of the City Council or the Parks and Recreation

Advisory Board may become involved in the resolution process. The parties may seek to resolve any disputes by alternative dispute resolution methods prior to pursuing legal or equitable remedies.

XIII. Submittals

- A. The following shall be submitted to the Superintendent of Parks-Recreation by March 15 of each year or prior to any activity taking place in Raccoon River Park:
 - (1) Roster of current officers' names, e-mail addresses and phone numbers.
 - (2) List of emergency contact names, e-mail addresses and phone numbers.
 - (3) Roster of coaches who have satisfactorily completed an approved training program for youth sports coaches.
 - (4) Schedule of Association activities.
 - (5) Current Association by-laws.
- B. In addition, the Association shall submit the required certificate of insurance to the City Clerk and to the Superintendent of Parks-Recreation on an annual basis, prior to the expiration of the existing insurance policy. If the Association fails to do so, then upon written demand by the City or Department, the Association must provide the City or Department with the required certificate of insurance within five (5) business days of the date of the written demand. If the Association does not comply within five (5) business days, then the Association is in default of this Agreement. The Association is in default, according to the terms of Section IX – Insurance Requirements, Paragraph B, if there is no insurance coverage at any given time during the term of this Agreement.
- C. An annual report shall be submitted by the Association to the Superintendent of Parks Recreation no later than March 15 of each calendar year which shall include, but not be limited to, current participation figures, latest fiscal year-end and interim financial statements, evaluation comments, field use and practice policies, and any facility improvement requests. The Association shall attend a regular meeting of the Parks and Recreation Advisory Board to present the annual report no later than the Board's regular May meeting.
- D. All tournaments or other activities outside regular league play shall be communicated to the City. The Association shall submit Tournament Communication Forms to the Superintendent of Parks-Recreation a minimum of thirty (30) days prior to the tournament or activity.
- E. Minutes from all Association meetings shall be submitted to the City or posted to the Association's website within sixty (60) days following the meeting.

XIV. Release of Liability and Hold Harmless

- A. The City and the Association hereby agree to indemnify and hold the other party, its elected officers, agents, employees, successors, and assigns, harmless from any and all claims, demands, actions, judgments, settlements, or other costs, including reasonable attorneys' fees, which the party may incur or sustain due to negligent, reckless, or willful conduct attributed to the party, relate to the execution of this Agreement. For the purposes of this Section, "City" includes those persons described in Section I – Definitions, Paragraph A, as well as West Des Moines Water Works. As a condition of

this Agreement, each party must provide the other party with prompt notice of any such claim, demand, or action and all necessary information and assistance so that the indemnifying party, at its option, may defend or settle such claim, demand, or action. In the event that any such claim, demand, or action is caused by the joint or concurrent negligence of both parties, then the loss, expense, or claim shall be borne by each party in proportion to its respective negligence in causing said loss, expense, or claim.

- B. The parties specifically agree that the City is not liable for any loss or damage sustained by reason of any defects, deficiencies, or impairments of the electrical apparatus or wires furnished for the concession operations, lighting, or scoreboards, by reason of any loss of water supply or electrical current which may occur from time to time from any cause, or for any loss resulting from fire, water, tornado, explosion, vandalism, civil commotion or riot, or any act of God.
- C. The parties also specifically agree that the City is not liable for any failures by the Association to pay taxes, assessments, sales taxes, withholding taxes, or other public charges levied or assessed by reason of the operation of the Association's activities or programs.

XV. Notices

Notices to be sent pursuant to the Agreement shall be sent to the other party by Certified Mail, with return receipt and addressed as follows:

For the City:

Director of Parks & Recreation
4200 Mills Civic Parkway
P.O. Box 65320
West Des Moines, IA 50265

For the Association:

President, WDM Soccer Club
P.O. Box 25023
West Des Moines, IA 50265

WEST DES MOINES SOCCER CLUB

~~Pete Olberding~~ Chuck Ebeusberger, President

CITY OF WEST DES MOINES

Steven K. Gaer, Mayor

Attest:

~~Jody E. Smith, Deputy City Manager~~/Ryan Jacobson, City Clerk

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

ITEM:DATE: November 28, 2016

Motion – Approving Change Order #7
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	October 31, 2016	Door hardware & Contract adjustments
Change Order 7	\$5,610.90	Pending	Partition revisions, HVAC modifications and alarm system repairs.
Total	\$ 829,357.85		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 \$102,722.15. 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. This change order includes items related to work that was done in the rush to get the building completed and were not approved prior to work occurring. These items were pulled from Change Order Request 10 for further review to confirm they were necessary and that the costs were in line for the work scope performed. That review is complete and several items originally noted on the change order request have been removed or the costs adjusted down to in response to the review.





OUTSTANDING ISSUES: None**RECOMMENDATION:**

City Council Adopt:
- Motion approving Change Order #7

Lead Staff Members: Linda Schemmel, AIA

LS

STAFF REVIEWS

Department Director	Sally Ortgies, Interim Director of Parks and Recreation 
Appropriations/Finance	Tim Stiles, Finance Director 
Legal	Richard Scieszinski, City Attorney 
Agenda Acceptance	

PUBLICATION(S) (if applicable)

Published In	N/A
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee			
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 7

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	7	
Date	November 15, 2016	

THE CONTRACT IS CHANGED FOR THE FOLLOWING ITEMS AS INDICATED IN ATTACHED CHANGE ORDER REQUEST:

Item	Description	Unit	Unit Price	Quantity Adjustment	Value Adjustment
COR 10 Div 08	Replace 1 existing magnetic hold open (hardware)	LS	\$127.75	1.00	\$127.75
COR 10 Div 09	Move west wall of Room 112	LS	\$627.57	1.00	\$627.57
COR 10 Div 23	Install 2 new ceiling difusers per RFI 10 (ceiling revisions)	LS	\$798.72	1.00	\$798.72
COR 10 Div 23	Plenum modifications for new difusers	LS	\$1,632.17	1.00	\$1,632.17
COR 10 Div 28	Repairs to existing fire alarm system	LS	\$2,424.69	1.00	\$2,424.69
TOTAL					\$5,610.90

CHANGE ORDER SUMMARY

The Original Contract Sum (base bid & alterate 1) was	\$585,549.00
Net Change by previously authorized Change Orders	\$238,197.95
The Contract Sum prior to This Change Order was	\$823,746.95
The Contract Sum will be Increased by this Change Order in the amount of	\$5,610.90
The new Contract Sum including this Change Order will be	\$829,357.85
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)	41.64%
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: 11/15/2016

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 _____



Government Construction Services
794 SE Alton's Road
Waukesha, IA 50269



West Des Moines Community Center

Change Order Description

Quantity	Unit Price	Unit Cost	Additional Quantity	Total
30 Misc. Change Orders				
Div 03 - Concrete				
1 ls	-\$3,272.00 / ls	-\$3,272.00		-\$1,320.00
1 ls	\$1,952.00 / ls	\$1,952.00		
* Credit for Concrete panel @ 4th street per Co #2				
* Actual Cost of Concrete				
Div 08 - Openings				
1 ls	\$109.00 / ls	\$109.00		\$109.00
* Replace 1 Existing Magnetic Hold Open				
Div 09 - Finishes				
1 ls	\$506.00 / ls	\$506.00		\$1,935.00
1 ls	\$529.00 / ls	\$529.00		
1 ls	\$900.00 / ls	\$900.00		
* Move the west wall in Men's Room 112 (RFI #)				
* Modify Men's room ceiling to accommodate cove lights (RFI #6)				
* Install sub-floor under vinyl				
Division 23 - HVAC				
1 ls	\$644.00 / ls	\$644.00		\$2,179.00
1 ls	\$1,316.00 / ls	\$1,316.00		
1 ls	\$219.00 / ls	\$219.00		
* Provide 2 new R-2 Diffusers per Revisions to ITC 10				
* Premium modification for added slot diffusers				
* Service call - Existing zone dampers not getting power				
Division 28 - Fire Alarm				
1 ls	\$3,868.75 / ls	\$3,868.75		\$3,868.75
* Repair existing system devices				
Sub-Total				
				\$6,766.75
Overhead				
				\$676.68
Profit				
				\$744.34
Payment & Performance Bond (2.5%)				
				\$204.69
Misc. Change Orders				
				\$0,392.00

A&J DRYWALL CO.

INVOICE

No. 1

101 S. KENWOOD BLVD.

INDIANOLA, IA 50125

TEL: 515-961-8516

FAX: 515-961-8681

Email: ajdrywall@mediascombb.net

www.ajdrywallinc.com

Date:

2-18-2016

TO: Covenant Construction Services

Tel: 216-1017

ADDRESS:

Fax: 216-1018

Email: trevorc@ccsvet.com

ATTN: Trevor

Project: West Des Moines Community Center

RFI # 6 Move the west wall in mens room 112 506.00

**Rebuild the ceiling in mens room 112 to make room for the
cove lights 529.00**

Thank you,

AMin Vickroy

Greg Vickroy

Total Price = 1035.00



Cody Schmidt
Central Iowa Mechanical
204 SW 2nd Street
Des Moines, Iowa 50309
Phone: (515) 243-8126
Fax: (515) 243-1804
cschmidt@cimech.com

April 27, 2016

BID # CP 10

Mr. Trevor Cassel
Covenant Construction Services
734 SE Alice's Rd
Waukee, IA 50263
Phone: (515) 216-1017
Fax: (515) 216-1018
Email: trevorc@ccsvet.com

Dear Trevor,

Per your request, this change proposal (CP 10) to perform the work as described below, we request an increase to our contract in the amount of \$644.00

West Des Moines Community Center – Add Diffusers

Scope of Work:

- 1. Furnish and install (2) new R-2's.
 - a. Provide flexible duct connections.
 - b. Items to be ordered via standard lead time.

What is this?

Exclusions:

- 1. Overtime/ Shiftwork.
- 2. Plumbing.
- 3. Electrical.
- 4. Unforeseen conditions.

Owner COR # 10

**Change Proposal #10 (CP 10)
ADD: \$ 644.00**

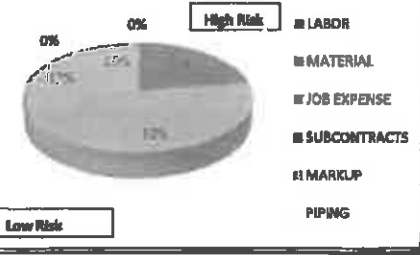
Please call if you have questions or wish for us to proceed.

Sincerely,

Cody Schmidt
Estimator
Central Iowa Mechanical

Sheet Metal Estimate						
Job Name	Proposal #	Estimator	Bid Date	Print Date	% Bid	
WDM Community Center - Water Heater Power Exhaust		Cody Schmidt		4/27/16 2:26 PM		
Material Cost						
		Equip't Recap Sheet	260			
		QXP Recap Sheet				
		Budget Recap Sheet				
		Rough Materials				
		Equipment & Spec.				
		Total Expense	2			
		Equip. Rental	53			
		Material Sub-total >>>>	\$315			
		Tax	0.00%	\$19		
Total Materials >>>>					\$334	62%
Labor Cost						
	Hours	2		Rate		Totals
General Foreman w/ Truck			Field	\$75.00		\$0
Foreman w/ Truck	2		2	\$70.00		\$140
Journeyman w/ Truck				\$65.00		\$0
Journeyman w/o Truck			Shop	\$60.00		\$0
65% Apprentice	0		0	\$45.00		\$0
Pre-App. - Field				\$20.00		\$0
Gen Foreman w/Truck - Shop				\$75.00		\$0
Foreman w/ Truck - Shop	0			\$70.00		\$0
Journeyman w/ Truck - Shop				\$65.00		\$0
Journeyman - Shop				\$60.00		\$0
Apprentice - Shop	0			\$45.00		\$0
Pre-App. - Shop				\$20.00		\$0
Service Foreman				\$75.00		\$0
Service Journeyman				\$70.00		\$0
Truck Driver	0	4%		\$40.00		\$0
Wage Increase				\$1.00		\$0
Total hours	2		2	Blended Rate		\$71.60
Subtotal	Hours	Rate	Status	Sub Total >>>>		\$143
Local #33 >>>>				\$		-
Local #45 >>>>				\$		-
Total Labor >>>>					\$143	22%
Job Expense			Sub-Contractors			
Fees & Permits				Insulation		
Truck Expense	0			Temp Controls		
Subsistence				Excavation		
Telephone				Balancing		
Shack-Warehouse				Painting		
Job Office Supplies				Concrete Cutting		
Freight				Crane		
Special Tools				Electrical		
Project Manager	75			Roof Patch		
Project Engineer				Private Locales		
Drafting Technician				Chemical Treatment		
				Gen Trades		
				Sub-Total		\$0
				Overhead & Profit	10%	0
Total Sub Contracts >>>>						\$0
Total Job Expense >>>>					\$75	12%

Job Cost			
Total Labor Cost	143	Sub-total >>>>	\$553
Total Material Cost	409		
Total Sub Contract Cost	0	Sub-total >>>>	\$553
Cost w/Sub Contracts	\$553	Overhead	10.00%
Profit to Bid (Margin)	13.3%	Sub-total >>>>	\$608
Profit to Cost (Markup)	15.6%	Profit	5.00%
OH&P to Labor (Coverage)	80%	Sub-total >>>>	\$638
		Warranty	\$6
		Total Sub-Contracts	\$0
		Sub-total >>>>	\$644
		Piping Estimate	
		Bond	No
		Adjustment	
		Total Bid >>>>	\$644





Cody Schmidt
Central Iowa Mechanical
204 SW 2nd Street
Des Moines, Iowa 50309
Phone: (515) 243-8126
Fax: (515) 243-1804
cschmidt@cimech.com

June 22, 2016

BID # CP 15

Mr. Trevor Cassel
Covenant Construction Services
734 SE Alice's Rd
Waukee, IA 50263
Phone: (515) 216-1017
Fax: (515) 216-1018
Email: trevor@ccsvet.com

Dear Trevor,

Per your request, this change proposal (CP 15) to perform the work as described below, we request an increase to our contract in the amount of \$ 1,316.00

West Des Moines Community Center – Additional Slot Diffusers – Plenum Modification
Scope of Work:

1. Designed ceiling height does not allow room for slot diffuser plenums – must be modified
 - a. Field measure, design, and fabricate (2) slot diffuser plenums to allow for proper fit in ceiling, avoiding overhead obstacles.
 - I. This work is from the two additional diffusers added in CP 10.

Exclusions:

1. Overtime/ Shiftwork.
2. Unforeseen conditions.

Change Proposal #15 (CP 15)
ADD: \$ 1,316.00

Please call if you have questions or wish for us to proceed.

Sincerely,

A handwritten signature in black ink, appearing to read 'Cody Schmidt', is written over a white background.

Cody Schmidt
Estimator
Central Iowa Mechanical

Proposal is contingent upon approval of terms.
We reserve the right to withdraw our proposal.

Sheet Metal Estimate

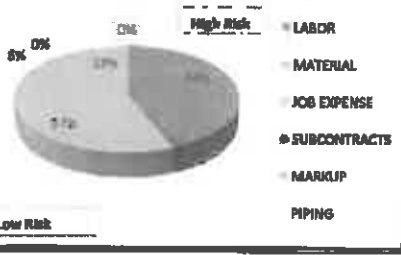
Job Name	Proposal #	Estimator	Bid Date	Print Date	
WDM Community Center - Additional Plenum Mod		Cody Schmitt		6/22/16 7:24 AM	% Bid

Material Cost			
	Equip/Recap Sheet	170	
	QXP Recap Sheet		
	Budget Recap Sheet		
	Rough Materials		
Contract Plenum Mod (Sub)	Equipment & Spec.		
	Tool Expense	8	
	Equip. Rental	277	
	Material Sub-total >>>>		\$455
	Tax	0.00%	\$27
Total Materials >>>>			\$482

Labor Cost	Hours	#	Rate	Totals
General Foreman w/ Truck			\$75.00	\$0
Foreman w/ Truck	0		\$70.00	\$0
Journeyman w/ Truck			\$65.00	\$0
Journeyman w/o Truck			\$60.00	\$0
85% Apprentice	0		\$45.00	\$0
Pre-App. - Field			\$20.00	\$0
Gen. Foreman w/Truck - Shop			\$75.00	\$0
Foreman w/ Truck - Shop	8		\$70.00	\$560
Journeyman w/ Truck - Shop			\$65.00	\$0
Journeyman - Shop			\$60.00	\$0
Apprentice - Shop	0		\$45.00	\$0
Pre-App. - Shop			\$20.00	\$0
Service Foreman			\$75.00	\$0
Service Journeyman			\$70.00	\$0
Truck Driver	0		\$40.00	\$0
Wage Increase			\$1.00	\$0
Total hours	8		Blended Rate	\$71.00
Subtotal	Hours	Rate	Status	Sub Total >>>>
Local #33 >>>>				\$
Local #45 >>>>				\$
Total Labor >>>>				\$573

Job Expense	Sub-Contractors
Fees & Permits	Insulation
Truck Expense	Temp. Controls
Substance	Excavation
Telephone	Blending
Stacks-Warehouse	Painting
Job Office Supplies	Concrete Cutting
Freight	Crane
Special Tools	Electrical
Project Manager	Roof Patch
Project Engineer	Private Locales
Drafting Technician	Chemical Treatment
	Gen. Trades
	Sub-Total
	Overhead & Profit 10%
	Total Sub Contracts >>>>
Total Job Expense >>>>	

Job Cost			
Total Labor Cost	573	Sub-total >>>>	\$1,130
Total Material Cost	667		
Total Sub Contract Cost	0	Sub-total >>>>	\$1,130
Cost w/Sub Contracts	\$1,130	Overhead	10.00%
Profit to Bid (Margin)	10.00%	Sub-total >>>>	\$1,243
Profit to Cost (Markup)	10.00%	Profit	6.00%
OH&P to Labor (Coverage)	5.4%	Sub-total >>>>	\$1,305



Sub-total >>>>		\$1,316
Piping Estimate		
Bond		\$0
Adjustment		\$0
Total Bid >>>>		\$1,316

DM Metro Electric

est. 1988 | a division of  Henrichsen
Electric

June 15, 2016

Covenant Construction Services
734 Se Alice's Rd
Waukee, IA 50263

Attn: Trevor Cassel

Re: West Des Moines Community Center Remodel - Electrical change order 5 -
fire alarm modifications per the fire marshal.

Trevor,

For the sum of \$3,869.75 we propose to furnish all material, equipment, and labor necessary to install the Electrical portion of the above referenced project.

1. Repair the existing fire alarm devices to be in sync with the new devices.
Coordinate multiple inspections with the fire marshal to satisfy the existing devices.
2. 33 hours x 85.00 = \$2,805.00
3. Material: \$560.00
4. OH/profit total 15% = \$3,869.75

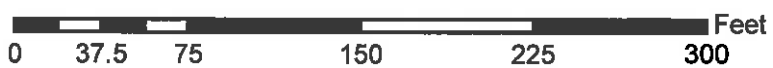
Thank you,

Jon Henrichsen
515-201-2651





Location Map Community Center - 217 5th Street



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

ITEM:

DATE: November 25, 2016

Approving Annual Urban Renewal Report to the Iowa Department of Management

FINANCIAL IMPACT:

None

BACKGROUND:

House File 2460, signed by the Governor of Iowa on May 25, 2012, has amended Iowa Code Section 384.22 to require governing body approval and subsequent filing of an Urban Renewal Report for each area within all cities and counties in the State of Iowa. The Finance Department prepared the report for West Des Moines as of June 30, 2016, in the format prescribed by the Iowa Department of Management.

The report contains the information required by Iowa Code Section 384.22 and encompasses each of the City's active areas. The full report has been completed and is included for your review. Following approval, staff will electronically submit the report prior to the deadline of December 1, 2016. Upon submission to the State, the complete report and all supporting documents, including plan documents, ordinances, and maps, will be available for public viewing at the Iowa Department of Management's website.

RECOMMENDATION:

Approve the report and authorize the Finance Director to upload the report to the State of Iowa's database.

Lead Staff Member: Tim Stiles, Finance Director

STAFF REVIEWS

Department Director	
Appropriations/Finance	
Legal	
Agenda Acceptance	

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

Annual Urban Renewal Report, Fiscal Year 2015 - 2016

Levy Authority Summary

Local Government Name: WEST DES MOINES
 Local Government Number: 77G727

Active Urban Renewal Areas	U.R. #	# of Tif Taxing Districts
WEST DES MOINES JORDAN CREEK URBAN RENEWAL	25022	3
WEST DES MOINES MILLS PRKWY URBAN RENEWAL	25023	13
WEST DES MOINES WESTOWN V URBAN RENEWAL	25027	1
WEST DES MOINES ASHWORTH CORRIDOR URBAN RENEWAL	25028	4
WEST DES MOINES WOODLAND TIF 2011	25031	12
WEST DES MOINES MILLS PKWY URBAN RENEWAL	77058	2
WEST DES MOINES WESTOWN V URBAN RENEWAL	77076	2
WEST DES MOINES VALLEY JUNCTION URBAN RENEWAL	77079	1
WEST DES MOINES FULLER ROAD URBAN RENEWAL	77082	1
WEST DES MOINES 4125 WESTOWN PARKWAY URBAN RENEWAL	77087	1
WEST DES MOINES VAL-GATE URBAN RENEWAL	77090	3
WEST DES MOINES ALLUVION URBAN RENEWAL AREA	77091	0

TIF Debt Outstanding: 86,802,180

TIF Sp. Rev. Fund Cash Balance		Amount of 07-01-2015 Cash Balance
as of 07-01-2015:	5,588,105	0
		Restricted for LMI

TIF Revenue:	9,328,364
TIF Sp. Revenue Fund Interest:	0
Property Tax Replacement Claims	0
Asset Sales & Loan Repayments:	0
Total Revenue:	9,328,364

Rebate Expenditures:	996,138
Non-Rebate Expenditures:	7,257,123
Returned to County Treasurer:	0
Total Expenditures:	8,253,261

TIF Sp. Rev. Fund Cash Balance		Amount of 06-30-2016 Cash Balance
as of 06-30-2016:	6,663,208	0
		Restricted for LMI

Year-End Outstanding TIF Obligations, Net of TIF Special Revenue Fund Balance: 71,885,711

♣ Annual Urban Renewal Report, Fiscal Year 2015 - 2016

Urban Renewal Area Data Collection

Local Government Name: WEST DES MOINES (77G727)
 Urban Renewal Area: WEST DES MOINES JORDAN CREEK URBAN RENEWAL
 UR Area Number: 25022

UR Area Creation Date: 05/2000

UR Area Purpose: See attached plan documents

Tax Districts within this Urban Renewal Area

	Base No.	Increment No.	Increment Value Used
WEST DES MOINES CITY/WAUKEE SCH/JORDAN CREEK URBAN TIF INCREMENT	25197	25198	122,185,012
WEST DES MOINES CITY AG/WAUKEE SCH/JORDAN CREEK URBAN TIF INCREMENT	25199	25200	0
WEST DES MOINES CITY/WAUKEE SCH/JORDAN CREEK URBAN TIF 2 INCREMENT (AMEND)	25280	25281	20,231,091

Urban Renewal Area Value by Class - 1/1/2014 for FY 2016

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	177,810	267,494,520	420,868,200	0	0	-224,092	688,316,438	0	688,316,438
Taxable	79,486	149,084,291	378,781,380	0	0	-224,092	527,721,065	0	527,721,065
Homestead Credits									771

TIF Sp. Rev. Fund Cash Balance as of 07-01-2015: 2,021,242 0 **Amount of 07-01-2015 Cash Balance Restricted for LMI**

TIF Revenue: 3,753,903
 TIF Sp. Revenue Fund Interest: 0
 Property Tax Replacement Claims: 0
 Asset Sales & Loan Repayments: 0
Total Revenue: 3,753,903

Rebate Expenditures: 0
 Non-Rebate Expenditures: 3,757,174
 Returned to County Treasurer: 0
Total Expenditures: 3,757,174

TIF Sp. Rev. Fund Cash Balance as of 06-30-2016: 2,017,971 0 **Amount of 06-30-2016 Cash Balance Restricted for LMI**

Projects For WEST DES MOINES JORDAN CREEK URBAN RENEWAL

WestNet

Description: Wireless Internet
Classification: Roads, Bridges & Utilities
Physically Complete: Yes
Payments Complete: No

Public Safety Station #19

Description: New Facility
Classification: Municipal and other publicly-owned or leased buildings
Physically Complete: Yes
Payments Complete: No

Wetlands Investigation

Description: Long Range Planning
Classification: Acquisition of property
Physically Complete: Yes
Payments Complete: No

S 81st Station #19 St Frontage

Description: Widening, signalization and other improvements
Classification: Roads, Bridges & Utilities
Physically Complete: Yes
Payments Complete: No

S 60th - EP True to Mills Civic

Description: Widening, signalization and other improvements
Classification: Roads, Bridges & Utilities
Physically Complete: Yes
Payments Complete: No

EP True - 60th to 74th

Description: Widening, signalization and other improvements
Classification: Roads, Bridges & Utilities
Physically Complete: Yes
Payments Complete: No

68th Mills Civic to EP True

Description: Widening, signalization and other improvements
Classification: Roads, Bridges & Utilities
Physically Complete: Yes
Payments Complete: No

Mills Civic - 60th to 74th

Description: Widening, signalization and other improvements
Classification: Roads, Bridges & Utilities
Physically Complete: Yes
Payments Complete: No

74th Ashworth to Mills Civic

Description: Widening, signalization and other improvements
Classification: Roads, Bridges & Utilities
Physically Complete: Yes
Payments Complete: No

Median Enhancements

Description: Enhancements and improvements
Classification: Roads, Bridges & Utilities
Physically Complete: Yes
Payments Complete: No

S 60th Coachlight to Applewood

Description: Widening, signalization and other improvements
Classification: Roads, Bridges & Utilities
Physically Complete: Yes
Payments Complete: No

S 60th & Wistful Vista - Signal

Description: Widening, signalization and other improvements
Classification: Roads, Bridges & Utilities
Physically Complete: Yes
Payments Complete: No

Brookview Underpass Drainage

Description: Widening, signalization and other improvements
Classification: Roads, Bridges & Utilities
Physically Complete: Yes
Payments Complete: No

Debts/Obligations For WEST DES MOINES JORDAN CREEK URBAN RENEWAL

GO Series 2014A

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	920,000
Interest:	88,500
Total:	1,008,500
Annual Appropriation?:	No
Date Incurred:	09/11/2014
FY of Last Payment:	2019

GO Series 2010A

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	12,755,000
Interest:	1,336,100
Total:	14,091,100
Annual Appropriation?:	No
Date Incurred:	03/04/2010
FY of Last Payment:	2019

Non-Rebates For WEST DES MOINES JORDAN CREEK URBAN RENEWAL

TIF Expenditure Amount:	18,504
Tied To Debt:	GO Series 2010A
Tied To Project:	Median Enhancements
TIF Expenditure Amount:	91,488
Tied To Debt:	GO Series 2010A
Tied To Project:	WestNet
TIF Expenditure Amount:	367,942
Tied To Debt:	GO Series 2010A
Tied To Project:	Public Safety Station #19
TIF Expenditure Amount:	32,994
Tied To Debt:	GO Series 2010A
Tied To Project:	Wetlands Investigation
TIF Expenditure Amount:	5,409
Tied To Debt:	GO Series 2010A
Tied To Project:	S 81st Station #19 St Frontage
TIF Expenditure Amount:	113,750
Tied To Debt:	GO Series 2010A
Tied To Project:	S 60th - EP True to Mills Civic
TIF Expenditure Amount:	1,282,983
Tied To Debt:	GO Series 2010A
Tied To Project:	EP True - 60th to 74th
TIF Expenditure Amount:	195,081
Tied To Debt:	GO Series 2010A
Tied To Project:	68th Mills Civic to EP True
TIF Expenditure Amount:	22,604
Tied To Debt:	GO Series 2010A
Tied To Project:	Mills Civic - 60th to 74th
TIF Expenditure Amount:	1,377,919
Tied To Debt:	GO Series 2010A
Tied To Project:	74th Ashworth to Mills Civic
TIF Expenditure Amount:	22,285
Tied To Debt:	GO Series 2014A
Tied To Project:	Median Enhancements
TIF Expenditure Amount:	214,033
Tied To Debt:	GO Series 2014A
Tied To Project:	S 60th Coachlight to Applewood
TIF Expenditure Amount:	12,182

Tied To Debt:
Tied To Project:

GO Series 2014A
Brookview Underpass Drainage

♣ Annual Urban Renewal Report, Fiscal Year 2015 - 2016

TIF Taxing District Data Collection

Local Government Name: WEST DES MOINES (77G727)
 Urban Renewal Area: WEST DES MOINES JORDAN CREEK URBAN RENEWAL (25022)
 TIF Taxing District Name: WEST DES MOINES CITY/WAUKEE SCH/JORDAN CREEK URBAN TIF INCREMENT
 TIF Taxing District Inc. Number: 25198
 TIF Taxing District Base Year: 1999
 FY TIF Revenue First Received: 2003
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2023

	Slum	UR Designation
	Blighted	No
	Economic Development	No
		05/2000

TIF Taxing District Value by Class - 1/1/2014 for FY 2016

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total	
Assessed	0	267,494,520	398,389,210		0	0	-224,092	665,659,638	0	665,659,638
Taxable	0	149,084,291	358,550,289		0	0	-224,092	507,410,488	0	507,410,488
Homestead Credits										771

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2016	13,878,420	507,410,488	122,185,012	385,225,476	10,059,824

FY 2016 TIF Revenue Received: 3,753,903

TIF Taxing District Data Collection

Local Government Name: WEST DES MOINES (77G727)
 Urban Renewal Area: WEST DES MOINES JORDAN CREEK URBAN RENEWAL (25022)
 TIF Taxing District Name: WEST DES MOINES CITY AG/WAUKEE SCH/JORDAN CREEK URBAN TIF INCREMENT
 TIF Taxing District Inc. Number: 25200
 TIF Taxing District Base Year: 1999
 FY TIF Revenue First Received: 2000
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2020

	Slum	UR Designation
	Blighted	No
	Economic Development	No
		05/2000

TIF Taxing District Value by Class - 1/1/2014 for FY 2016

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total	
Assessed	177,810	0	0		0	0	0	177,810	0	177,810
Taxable	79,486	0	0		0	0	0	79,486	0	79,486
Homestead Credits										0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2016	751,610	0	0	0	0

FY 2016 TIF Revenue Received: 0

♣ Annual Urban Renewal Report, Fiscal Year 2015 - 2016

TIF Taxing District Data Collection

Local Government Name: WEST DES MOINES (77G727)
 Urban Renewal Area: WEST DES MOINES JORDAN CREEK URBAN RENEWAL (25022)
 TIF Taxing District Name: WEST DES MOINES CITY/WAUKEE SCH/JORDAN CREEK URBAN TIF 2
 INCREMENT (AMEND)
 TIF Taxing District Inc. Number: 25281
 TIF Taxing District Base Year: 2002
 FY TIF Revenue First Received: 2003
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2023

Slum	UR Designation
Blighted	No
Economic Development	No
	11/2003

TIF Taxing District Value by Class - 1/1/2014 for FY 2016

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	22,478,990	0	0	0	22,478,990	0	22,478,990
Taxable	0	0	20,231,091	0	0	0	20,231,091	0	20,231,091
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2016	313,190	20,231,091	20,231,091	0	0

FY 2016 TIF Revenue Received: 0

◆ Annual Urban Renewal Report, Fiscal Year 2015 - 2016

Urban Renewal Area Data Collection

Local Government Name: WEST DES MOINES (77G727)
 Urban Renewal Area: WEST DES MOINES MILLS PRKWY URBAN RENEWAL
 UR Area Number: 25023

 UR Area Creation Date: 07/1999

 UR Area Purpose: see attached plan documents

Tax Districts within this Urban Renewal Area

	Base No.	Increment No.	Increment Value Used
WEST DES MOINES CITY/WAUKEE SCH/MILLS PKWY URBAN TIF INCREMENT	25185	25186	0
WEST DES MOINES CITY AG/WAUKEE SCH/MILLS PKWY URBAN TIF INCREMENT	25187	25188	0
WEST DES MOINES CITY/WAUKEE SCH/MILLS PKWY URBAN TIF 2 SUB 1 INCREMENT (AMEND)	25274	25275	76,811,686
WEST DES MOINES CITY AG/WAUKEE SCH/MILLS PKWY URBAN TIF 2 SUB 1 INCREMENT (AMEND)	25276	25277	0
WEST DES MOINES CITY/WAUKEE SCH/MILLS PKWY URBAN TIF 2 SUB 3 INCREMENT (AMEND)	25288	25289	0
WEST DES MOINES CITY/WAUKEE SCH/MILLS PKWY URBAN TIF 2 SUB 4 INCREMENT (AMEND)	25290	25291	0
WEST DES MOINES CITY AG/WAUKEE SCH/MILLS PKWY URBAN TIF 2 SUB 3 INCREMENT (AMEND)	25298	25299	0
WEST DES MOINES CITY AG/WAUKEE SCH/MILLS PKWY URBAN TIF 2 SUB 5 INCREMENT	25338	25339	0
WEST DES MOINES CITY AG/WAUKEE SCH/ MILLS PKWY URBAN TIF 2 SUB 6 INCREMENT	25359	25360	38,466
WEST DES MOINES CITY/WAUKEE SCH/MILLS PKWY URBAN TIF 2 SUB 6 INCREMENT	25361	25362	49,445,163
WEST DES MOINES CITY AG/WAUKEE SCH/MILLS PKWY URBAN TIF 2 SUB 7 INCREMENT	25363	25364	36,906
WEST DES MOINES CITY/WAUKEE SCH/MILLS PKWY URBAN TIF 2 SUB 7 INCREMENT	25369	25370	34,962,258
WEST DES MOINES CORP MILLS PKWY URB TIF 2 SUB 5 WAUKEE	25514	25515	0

Urban Renewal Area Value by Class - 1/1/2014 for FY 2016

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	521,800	778,860	240,133,950	0	0	0	241,434,610	0	241,434,610
Taxable	233,255	434,084	216,120,555	0	0	0	216,787,894	0	216,787,894
Homestead Credits									1

TIF Sp. Rev. Fund Cash Balance as of 07-01-2015: 2,518,567 0 **Amount of 07-01-2015 Cash Balance Restricted for LMI**

TIF Revenue: 4,253,708
 TIF Sp. Revenue Fund Interest: 0
 Property Tax Replacement Claims 0
 Asset Sales & Loan Repayments: 0
Total Revenue: 4,253,708

Rebate Expenditures: 441,722
 Non-Rebate Expenditures: 3,279,684
 Returned to County Treasurer: 0
Total Expenditures: 3,721,406

TIF Sp. Rev. Fund Cash Balance as of 06-30-2016: 3,050,869 0 **Amount of 06-30-2016 Cash Balance Restricted for LMI**

Projects For WEST DES MOINES MILLS PRKWY URBAN RENEWAL

Wells Fargo Area - Signal Interconnect

Description: Signal Improvements
Classification: Roads, Bridges & Utilities
Physically Complete: Yes
Payments Complete: No

Street Light Installations

Description: Street light improvements
Classification: Roads, Bridges & Utilities
Physically Complete: Yes
Payments Complete: No

S 74th - Grand Ave to 1000 South

Description: Widening, signalization, and other improvements
Classification: Roads, Bridges & Utilities
Physically Complete: Yes
Payments Complete: No

Grand - S 60th to S 74th

Description: widening, signalization, and other improvements
Classification: Roads, Bridges & Utilities
Physically Complete: Yes
Payments Complete: No

WFHM Traffic Study

Description: Traffic study
Classification: Roads, Bridges & Utilities
Physically Complete: Yes
Payments Complete: No

S 68th - Mills Civic to E - W St

Description: Widening, signalization, and other improvements
Classification: Roads, Bridges & Utilities
Physically Complete: Yes
Payments Complete: No

E - W St - 68th to 74th

Description: Widening, signalization, and other improvements
Classification: Roads, Bridges & Utilities
Physically Complete: Yes
Payments Complete: No

Diagonal St - S 68th to Mills Civic

Description: Widening, signalization, and other improvements
Classification: Roads, Bridges & Utilities
Physically Complete: Yes
Payments Complete: No

Mills Civic - I-35 to 74th

Description: Widening, signalization, and other improvements
Classification: Roads, Bridges & Utilities
Physically Complete: Yes
Payments Complete: No

Mills Civic - S JC Parkway to 105th #1

Description: Widening, signalization, and other improvements
Classification: Roads, Bridges & Utilities
Physically Complete: Yes
Payments Complete: No

Mills Civic - S JC Parkway to 105th #6

Description: Widening, signalization, and other improvements
Classification: Roads, Bridges & Utilities
Physically Complete: Yes
Payments Complete: No

JC Parkway/Mills Cabinet Relocation

Description: Widening, signalization, and other improvements
Classification: Roads, Bridges & Utilities
Physically Complete: Yes
Payments Complete: No

Cascade Ave - S JC Pkwy to S 81st

Description: Widening, signalization, and other improvements
Classification: Roads, Bridges & Utilities
Physically Complete: Yes
Payments Complete: No

S 81st - Mills Civic to Cascade Ave

Description: Widening, signalization, and other improvements
Classification: Roads, Bridges & Utilities
Physically Complete: Yes
Payments Complete: No

S 88th St - Raccoon Rr Dr to Booneville

Description: Widening, signalization, and other improvements
Classification: Roads, Bridges & Utilities

Physically Complete: Yes
Payments Complete: No

Grand Ave - 1/2 mile W of S 88th

Description: Widening, signalization, and other improvements
Classification: Roads, Bridges & Utilities
Physically Complete: Yes
Payments Complete: No

S 74th/Grand to MCP

Description: Widening, signalization, and other improvements
Classification: Roads, Bridges & Utilities
Physically Complete: Yes
Payments Complete: No

Miscellaneous

Description: Legal Fees
Classification: Administrative expenses
Physically Complete: Yes
Payments Complete: Yes

S 88th/Sugar Creek to Booneville

Description: Widening, signalization, and other improvements
Classification: Roads, Bridges & Utilities
Physically Complete: No
Payments Complete: No

S 60th/MCP to Grand

Description: Widening, signalization, and other improvements
Classification: Roads, Bridges & Utilities
Physically Complete: No
Payments Complete: No

Athene Rebate - Jobs

Description: Athene Development Agreement
Classification: Administrative expenses
Physically Complete: Yes
Payments Complete: No

Microsoft Rebate - Jobs

Description: Microsoft Development Agreement
Classification: Administrative expenses
Physically Complete: Yes
Payments Complete: No

Miscellaneous

Description:	Legal Fees
Classification:	Administrative expenses
Physically Complete:	No
Payments Complete:	No

Debts/Obligations For WEST DES MOINES MILLS PRKWY URBAN RENEWAL

GO Series 2008B - Athene

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	6,500,000
Interest:	248,291
Total:	6,748,291
Annual Appropriation?:	Yes
Date Incurred:	06/30/2008
FY of Last Payment:	2016

GO Series 2010D - Microsoft

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	4,455,000
Interest:	1,274,425
Total:	5,729,425
Annual Appropriation?:	No
Date Incurred:	08/11/2010
FY of Last Payment:	2029

GO Series 2011B - WFHM

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	5,825,000
Interest:	264,475
Total:	6,089,475
Annual Appropriation?:	No
Date Incurred:	08/25/2011
FY of Last Payment:	2018

Athene - Rebate

Debt/Obligation Type:	Rebates
Principal:	193,683
Interest:	0
Total:	193,683
Annual Appropriation?:	No
Date Incurred:	10/14/2011
FY of Last Payment:	2016

Athene - Job Creation Portion

Debt/Obligation Type:	Rebates
Principal:	2,858,673
Interest:	0
Total:	2,858,673
Annual Appropriation?:	No

Date Incurred: 10/14/2011
FY of Last Payment: 2021

FY 15-16 Legal Fees

Debt/Obligation Type: Internal Loans
Principal: 4,348
Interest: 0
Total: 4,348
Annual Appropriation?: Yes
Date Incurred: 12/28/2015
FY of Last Payment: 2016

GO Series 2015C - Athene

Debt/Obligation Type: Gen. Obligation Bonds/Notes
Principal: 3,410,000
Interest: 240,330
Total: 3,650,330
Annual Appropriation?: No
Date Incurred: 04/07/2015
FY of Last Payment: 2020

GAR-MRO - Rebate

Debt/Obligation Type: Rebates
Principal: 226,577
Interest: 0
Total: 226,577
Annual Appropriation?: No
Date Incurred: 11/02/2015
FY of Last Payment: 2024

Non-Rebates For WEST DES MOINES MILLS PRKWY URBAN RENEWAL

TIF Expenditure Amount:	347,958
Tied To Debt:	GO Series 2008B - Athene
Tied To Project:	Mills Civic - S JC Parkway to 105th #6
TIF Expenditure Amount:	104,158
Tied To Debt:	GO Series 2008B - Athene
Tied To Project:	JC Parkway/Mills Cabinet Relocation
TIF Expenditure Amount:	196,494
Tied To Debt:	GO Series 2008B - Athene
Tied To Project:	Cascade Ave - S JC Pkwy to S 81st
TIF Expenditure Amount:	199,681
Tied To Debt:	GO Series 2008B - Athene
Tied To Project:	S 81st - Mills Civic to Cascade Ave
TIF Expenditure Amount:	393,452
Tied To Debt:	GO Series 2010D - Microsoft
Tied To Project:	S 88th St - Raccoon Rr Dr to Booneville
TIF Expenditure Amount:	7,379
Tied To Debt:	GO Series 2010D - Microsoft
Tied To Project:	Grand Ave - 1/2 mile W of S 88th
TIF Expenditure Amount:	65,004
Tied To Debt:	GO Series 2011B - WFHM
Tied To Project:	S 74th - Grand Ave to 1000 South
TIF Expenditure Amount:	249,273
Tied To Debt:	GO Series 2011B - WFHM
Tied To Project:	Grand - S 60th to S 74th
TIF Expenditure Amount:	18,265
Tied To Debt:	GO Series 2011B - WFHM
Tied To Project:	WFHM Traffic Study
TIF Expenditure Amount:	53,675
Tied To Debt:	GO Series 2011B - WFHM
Tied To Project:	S 68th - Mills Civic to E - W St
TIF Expenditure Amount:	702,280
Tied To Debt:	GO Series 2011B - WFHM
Tied To Project:	E - W St - 68th to 74th
TIF Expenditure Amount:	329,356

Tied To Debt: GO Series 2011B - WFHM
Tied To Project: Diagonal St - S 68th to Mills Civic

TIF Expenditure Amount: 13,707
Tied To Debt: GO Series 2011B - WFHM
Tied To Project: Mills Civic - S JC Parkway to
105th #6

TIF Expenditure Amount: 594,865
Tied To Debt: GO Series 2011B - WFHM
Tied To Project: S 74th/Grand to MCP

TIF Expenditure Amount: 4,137
Tied To Debt: FY 15-16 Legal Fees
Tied To Project: Miscellaneous

TIF Expenditure Amount: 0
Tied To Debt: GO Series 2015C - Athene
Tied To Project: Mills Civic - S JC Parkway to
105th #6

TIF Expenditure Amount: 0
Tied To Debt: GO Series 2015C - Athene
Tied To Project: JC Parkway/Mills Cabinet
Relocation

TIF Expenditure Amount: 0
Tied To Debt: GO Series 2015C - Athene
Tied To Project: Cascade Ave - S JC Pkwy to S
81st

TIF Expenditure Amount: 0
Tied To Debt: GO Series 2015C - Athene
Tied To Project: S 81st - Mills Civic to Cascade
Ave

Rebates For WEST DES MOINES MILLS PRKWY URBAN RENEWAL

Athene USA Corporation

TIF Expenditure Amount: 193,683
Rebate Paid To: Athene USA Corporation
Tied To Debt: Athene - Rebate
Tied To Project: Athene Rebate - Jobs
Projected Final FY of Rebate: 2016

Athene USA Corporation

TIF Expenditure Amount: 248,039
Rebate Paid To: Athene USA Corporation
Tied To Debt: Athene - Job Creation Portion
Tied To Project: Athene Rebate - Jobs
Projected Final FY of Rebate: 2022

Jobs For WEST DES MOINES MILLS PRKWAY URBAN RENEWAL

Project:	Athene Rebate - Jobs
Company Name:	Athene (formerly Aviva USA)
Date Agreement Began:	01/28/2008
Date Agreement Ends:	10/20/2020
Number of Jobs Created or Retained:	1,287
Total Annual Wages of Required Jobs:	0
Total Estimated Private Capital Investment:	55,000,000
Total Estimated Cost of Public Infrastructure:	7,000,000

Project:	Microsoft Rebate - Jobs
Company Name:	Microsoft
Date Agreement Began:	04/06/2009
Date Agreement Ends:	04/06/2016
Number of Jobs Created or Retained:	118
Total Annual Wages of Required Jobs:	0
Total Estimated Private Capital Investment:	288,867,862
Total Estimated Cost of Public Infrastructure:	5,000,000

◆ Annual Urban Renewal Report, Fiscal Year 2015 - 2016

Note: For reporting purposes, City allocates all cash balances for the Mills Pkwy URA to Dallas Co portion of the district.
Jobs Wages reported = \$0 as Microsoft & Athene are not required to report wages to the City. Wages are reported to IEDA.

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Sum of Private Investment Made Within This Urban Renewal Area
during FY 2016

◆ Annual Urban Renewal Report, Fiscal Year 2015 - 2016

TIF Taxing District Data Collection

Local Government Name: WEST DES MOINES (77G727)
 Urban Renewal Area: WEST DES MOINES MILLS PRKWY URBAN RENEWAL (25023)
 TIF Taxing District Name: WEST DES MOINES CITY/WAUKEE SCH/MILLS PKWY URBAN TIF INCREMENT
 TIF Taxing District Inc. Number: 25186
 TIF Taxing District Base Year: 1998
 FY TIF Revenue First Received: 2004
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2024

Slum
Blighted
Economic Development

UR Designation
No
No
07/1999

TIF Taxing District Value by Class - 1/1/2014 for FY 2016

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2016	310,270	0	0	0	0

FY 2016 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: WEST DES MOINES (77G727)
 Urban Renewal Area: WEST DES MOINES MILLS PRKWY URBAN RENEWAL (25023)
 TIF Taxing District Name: WEST DES MOINES CITY AG/WAUKEE SCH/MILLS PKWY URBAN TIF INCREMENT
 TIF Taxing District Inc. Number: 25188
 TIF Taxing District Base Year: 1998
 FY TIF Revenue First Received: 2004
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2024

Slum
Blighted
Economic Development

UR Designation
No
No
07/1999

TIF Taxing District Value by Class - 1/1/2014 for FY 2016

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2016	38,970	0	0	0	0

FY 2016 TIF Revenue Received: 0

◆ Annual Urban Renewal Report, Fiscal Year 2015 - 2016

TIF Taxing District Data Collection

Local Government Name: WEST DES MOINES (77G727)
 Urban Renewal Area: WEST DES MOINES MILLS PRKWY URBAN RENEWAL (25023)
 TIF Taxing District Name: WEST DES MOINES CITY/WAUKEE SCH/MILLS PKWY URBAN TIF 2 SUB 1
 INCREMENT (AMEND)
 TIF Taxing District Inc. Number: 25275
 TIF Taxing District Base Year: 2002
 FY TIF Revenue First Received: 2004
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2024

	Slum	UR Designation
	Blighted	No
	Economic Development	No
		11/2003

TIF Taxing District Value by Class - 1/1/2014 for FY 2016

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	146,369,030	0	0	0	146,369,030	0	146,369,030
Taxable	0	0	131,732,127	0	0	0	131,732,127	0	131,732,127
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2016	59,420	131,732,127	76,811,686	54,920,441	1,434,199

FY 2016 TIF Revenue Received: 2,048,494

TIF Taxing District Data Collection

Local Government Name: WEST DES MOINES (77G727)
 Urban Renewal Area: WEST DES MOINES MILLS PRKWY URBAN RENEWAL (25023)
 TIF Taxing District Name: WEST DES MOINES CITY AG/WAUKEE SCH/MILLS PKWY URBAN TIF 2 SUB 1
 INCREMENT (AMEND)
 TIF Taxing District Inc. Number: 25277
 TIF Taxing District Base Year: 2002
 FY TIF Revenue First Received: 2004
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2024

	Slum	UR Designation
	Blighted	No
	Economic Development	No
		11/2003

TIF Taxing District Value by Class - 1/1/2014 for FY 2016

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	2,300	0	0	0	0	0	2,300	0	2,300
Taxable	1,028	0	0	0	0	0	1,028	0	1,028
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2016	143,082	0	0	0	0

FY 2016 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: WEST DES MOINES (77G727)
 Urban Renewal Area: WEST DES MOINES MILLS PRKWY URBAN RENEWAL (25023)
 TIF Taxing District Name: WEST DES MOINES CITY/WAUKEE SCH/MILLS PKWY URBAN TIF 2 SUB 3
 INCREMENT (AMEND)
 TIF Taxing District Inc. Number: 25289
 TIF Taxing District Base Year: 2002
 FY TIF Revenue First Received: 2004
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2024

	Slum	UR Designation
	Blighted	No
	Economic Development	No
		11/2003

TIF Taxing District Value by Class - 1/1/2014 for FY 2016

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	90,500	7,630	0	0	0	98,130	0	98,130
Taxable	0	50,439	6,867	0	0	0	57,306	0	57,306
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2016	28,870	57,306	0	57,306	1,496

FY 2016 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: WEST DES MOINES (77G727)
 Urban Renewal Area: WEST DES MOINES MILLS PRKWY URBAN RENEWAL (25023)
 TIF Taxing District Name: WEST DES MOINES CITY/WAUKEE SCH/MILLS PKWY URBAN TIF 2 SUB 4
 INCREMENT (AMEND)
 TIF Taxing District Inc. Number: 25291
 TIF Taxing District Base Year: 2002
 FY TIF Revenue First Received: 2004
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2024

	Slum	UR Designation
	Blighted	No
	Economic Development	No
		11/2003

TIF Taxing District Value by Class - 1/1/2014 for FY 2016

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	619,320	0	0	0	0	619,320	0	619,320
Taxable	0	345,167	0	0	0	0	345,167	0	345,167
Homestead Credits									1

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2016	484,820	134,500	0	134,500	3,512

FY 2016 TIF Revenue Received: 0

◆ Annual Urban Renewal Report, Fiscal Year 2015 - 2016

TIF Taxing District Data Collection

Local Government Name: WEST DES MOINES (77G727)
 Urban Renewal Area: WEST DES MOINES MILLS PRKWY URBAN RENEWAL (25023)
 TIF Taxing District Name: WEST DES MOINES CITY AG/WAUKEE SCH/MILLS PKWY URBAN TIF 2 SUB 3
 INCREMENT (AMEND)
 TIF Taxing District Inc. Number: 25299
 TIF Taxing District Base Year: 2002
 FY TIF Revenue First Received: 2004
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2024

	Slum	UR Designation
	Blighted	No
	Economic Development	No
		11/2003

TIF Taxing District Value by Class - 1/1/2014 for FY 2016

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	234,490	0	0	0	0	0	234,490	0	234,490
Taxable	104,822	0	0	0	0	0	104,822	0	104,822
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2016	195,058	39,432	0	39,432	752

FY 2016 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: WEST DES MOINES (77G727)
 Urban Renewal Area: WEST DES MOINES MILLS PRKWY URBAN RENEWAL (25023)
 TIF Taxing District Name: WEST DES MOINES CITY AG/WAUKEE SCH/MILLS PKWY URBAN TIF 2 SUB 5
 INCREMENT
 TIF Taxing District Inc. Number: 25339
 TIF Taxing District Base Year: 2006
 FY TIF Revenue First Received: 2007
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2027

	Slum	UR Designation
	Blighted	No
	Economic Development	No
		11/2003

TIF Taxing District Value by Class - 1/1/2014 for FY 2016

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	25,880	0	0	0	0	0	25,880	0	25,880
Taxable	11,569	0	0	0	0	0	11,569	0	11,569
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2016	34,150	0	0	0	0

FY 2016 TIF Revenue Received: 0

◆ Annual Urban Renewal Report, Fiscal Year 2015 - 2016

TIF Taxing District Data Collection

Local Government Name: WEST DES MOINES (77G727)
 Urban Renewal Area: WEST DES MOINES MILLS PRKWY URBAN RENEWAL (25023)
 TIF Taxing District Name: WEST DES MOINES CITY AG/WAUKEE SCH/ MILLS PKWY URBAN TIF 2 SUB 6
 INCREMENT
 TIF Taxing District Inc. Number: 25360
 TIF Taxing District Base Year: 2007
 FY TIF Revenue First Received: 2011
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2031

	Slum	UR Designation
	Blighted	No
	Economic Development	No
		02/2008

TIF Taxing District Value by Class - 1/1/2014 for FY 2016

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	86,050	0	0	0	0	0	86,050	0	86,050
Taxable	38,466	0	0	0	0	0	38,466	0	38,466
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2016	32,240	38,466	38,466	0	0

FY 2016 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: WEST DES MOINES (77G727)
 Urban Renewal Area: WEST DES MOINES MILLS PRKWY URBAN RENEWAL (25023)
 TIF Taxing District Name: WEST DES MOINES CITY/WAUKEE SCH/MILLS PKWY URBAN TIF 2 SUB 6
 INCREMENT
 TIF Taxing District Inc. Number: 25362
 TIF Taxing District Base Year: 2007
 FY TIF Revenue First Received: 2011
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2031

	Slum	UR Designation
	Blighted	No
	Economic Development	No
		02/2008

TIF Taxing District Value by Class - 1/1/2014 for FY 2016

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	54,939,070	0	0	0	54,939,070	0	54,939,070
Taxable	0	0	49,445,163	0	0	0	49,445,163	0	49,445,163
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2016	45,670	49,445,163	49,445,163	0	0

FY 2016 TIF Revenue Received: 1,292,024

◆ Annual Urban Renewal Report, Fiscal Year 2015 - 2016

TIF Taxing District Data Collection

Local Government Name: WEST DES MOINES (77G727)
 Urban Renewal Area: WEST DES MOINES MILLS PRKWY URBAN RENEWAL (25023)
 TIF Taxing District Name: WEST DES MOINES CITY AG/WAUKEE SCH/MILLS PKWY URBAN TIF 2 SUB 7
 INCREMENT
 TIF Taxing District Inc. Number: 25364
 TIF Taxing District Base Year: 1998
 FY TIF Revenue First Received: 2013
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2033

	Slum	UR Designation
	Blighted	No
	Economic Development	No
		12/2008

TIF Taxing District Value by Class - 1/1/2014 for FY 2016

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	173,080	0	0	0	0	0	173,080	0	173,080
Taxable	77,370	0	0	0	0	0	77,370	0	77,370
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2016	134,370	38,710	36,906	1,804	34

FY 2016 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: WEST DES MOINES (77G727)
 Urban Renewal Area: WEST DES MOINES MILLS PRKWY URBAN RENEWAL (25023)
 TIF Taxing District Name: WEST DES MOINES CITY/WAUKEE SCH/MILLS PKWY URBAN TIF 2 SUB 7
 INCREMENT
 TIF Taxing District Inc. Number: 25370
 TIF Taxing District Base Year: 1998
 FY TIF Revenue First Received: 2013
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2033

	Slum	UR Designation
	Blighted	No
	Economic Development	No
		12/2008

TIF Taxing District Value by Class - 1/1/2014 for FY 2016

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	69,040	38,804,200	0	0	0	38,873,240	0	38,873,240
Taxable	0	38,478	34,923,780	0	0	0	34,962,258	0	34,962,258
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2016	10,170	34,962,258	34,962,258	0	0

FY 2016 TIF Revenue Received: 913,190

◆ Annual Urban Renewal Report, Fiscal Year 2015 - 2016

TIF Taxing District Data Collection

Local Government Name: WEST DES MOINES (77G727)
 Urban Renewal Area: WEST DES MOINES MILLS PRKWY URBAN RENEWAL (25023)
 TIF Taxing District Name: WEST DES MOINES CORP MILLS PKWY URB TIF 2 SUB 5 WAUKEE
 TIF Taxing District Inc. Number: 25515
 TIF Taxing District Base Year: 2006
 FY TIF Revenue First Received:
 Subject to a Statutory end date? No

	Slum	UR Designation
	Blighted	No
	Economic Development	No

TIF Taxing District Value by Class - 1/1/2014 for FY 2016

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	14,020	0	0	0	14,020	0	14,020
Taxable	0	0	12,618	0	0	0	12,618	0	12,618
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2016	0	12,618	0	12,618	330

FY 2016 TIF Revenue Received: 0

▲ Annual Urban Renewal Report, Fiscal Year 2015 - 2016

Urban Renewal Area Data Collection

Local Government Name: WEST DES MOINES (77G727)
 Urban Renewal Area: WEST DES MOINES WESTOWN V URBAN RENEWAL
 UR Area Number: 25027

UR Area Creation Date: 11/2009

UR Area Purpose: see attached plan documents

Tax Districts within this Urban Renewal Area	Base No.	Increment No.	Increment Value Used
WEST DES MOINES CITY/WAUKEE SCH/WESTOWN V URB TIF 09 INCREMENT	25377	25378	7,319,850

Urban Renewal Area Value by Class - 1/1/2014 for FY 2016

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	251,846,670	0	0	0	251,846,670	0	251,846,670
Taxable	0	0	226,662,003	0	0	0	226,662,003	0	226,662,003
Homestead Credits									0

TIF Sp. Rev. Fund Cash Balance as of 07-01-2015: **319,227** **0** **Amount of 07-01-2015 Cash Balance Restricted for LMI**

TIF Revenue: 265,713
 TIF Sp. Revenue Fund Interest: 0
 Property Tax Replacement Claims 0
 Asset Sales & Loan Repayments: 0
Total Revenue: **265,713**

Rebate Expenditures: 0
 Non-Rebate Expenditures: 17,972
 Returned to County Treasurer: 0
Total Expenditures: **17,972**

TIF Sp. Rev. Fund Cash Balance as of 06-30-2016:	566,968	0	Amount of 06-30-2016 Cash Balance Restricted for LMI
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Projects For WEST DES MOINES WESTOWN V URBAN RENEWAL

Under grounding of electrical power lines near 59th Place and 60th Street

Description: under grounding electrical power lines
Classification: Roads, Bridges & Utilities
Physically Complete: No
Payments Complete: No

Miscellaneous

Description: Legal Fees
Classification: Administrative expenses
Physically Complete: Yes
Payments Complete: Yes

Ryan / Merchants Agree - Jobs

Description: Development Agreement
Classification: Administrative expenses
Physically Complete: No
Payments Complete: No

Debts/Obligations For WEST DES MOINES WESTOWN V URBAN RENEWAL

FY 15-16 Legal Fees

Debt/Obligation Type:	Internal Loans
Principal:	13,243
Interest:	0
Total:	13,243
Annual Appropriation?:	Yes
Date Incurred:	10/19/2015
FY of Last Payment:	2016

Ryan / Merchants Agreement

Debt/Obligation Type:	Rebates
Principal:	346,229
Interest:	0
Total:	346,229
Annual Appropriation?:	Yes
Date Incurred:	09/22/2014
FY of Last Payment:	2022

FY 15-16 Project Costs

Debt/Obligation Type:	Internal Loans
Principal:	4,729
Interest:	0
Total:	4,729
Annual Appropriation?:	Yes
Date Incurred:	03/17/2016
FY of Last Payment:	2016

Non-Rebates For WEST DES MOINES WESTOWN V URBAN RENEWAL

TIF Expenditure Amount: 13,243
Tied To Debt: FY 15-16 Legal Fees
Tied To Project: Miscellaneous

TIF Expenditure Amount: 4,729
Tied To Debt: FY 15-16 Project Costs
Tied To Project: Under grounding of electrical
power lines near 59th Place and
60th Street

Jobs For WEST DES MOINES WESTOWN V URBAN RENEWAL

Project:	Ryan / Merchants Agree - Jobs
Company Name:	Ryan Co. (landlord) & Merchants
Date Agreement Began:	Bonding (tenant)
Date Agreement Ends:	09/22/2014
Number of Jobs Created or Retained:	12/31/2022
Total Annual Wages of Required Jobs:	12
Total Estimated Private Capital Investment:	0
Total Estimated Cost of Public Infrastructure:	10,500,000
	0

▲ Annual Urban Renewal Report, Fiscal Year 2015 - 2016

Note1: For reporting purposes, cash balance for Westtown V is allocated to Dallas Co. portion of the district.
Note2: City has elected to limit plan length thru its plan document.
Note3: Jobs Wages = \$0 as Merchants reports totals to IEDA, not the City.

256 Characters Left

Sum of Private Investment Made Within This Urban Renewal Area
during FY 2016

TIF Taxing District Data Collection

Local Government Name: WEST DES MOINES (77G727)
 Urban Renewal Area: WEST DES MOINES WESTOWN V URBAN RENEWAL (25027)
 TIF Taxing District Name: WEST DES MOINES CITY/WAUKEE SCH/WESTOWN V URB TIF 09 INCREMENT
 TIF Taxing District Inc. Number: 25378
 TIF Taxing District Base Year: 2008
 FY TIF Revenue First Received: 2012
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2024

	Slum	UR Designation
	Blighted	No
	Economic Development	No
		11/2009

TIF Taxing District Value by Class - 1/1/2014 for FY 2016

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	251,846,670	0	0	0	251,846,670	0	251,846,670
Taxable	0	0	226,662,003	0	0	0	226,662,003	0	226,662,003
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2016	244,526,820	7,319,850	7,319,850	0	0

FY 2016 TIF Revenue Received: 265,713

♣ Annual Urban Renewal Report, Fiscal Year 2015 - 2016

Urban Renewal Area Data Collection

Local Government Name: WEST DES MOINES (77G727)
 Urban Renewal Area: WEST DES MOINES ASHWORTH CORRIDOR URBAN RENEWAL
 UR Area Number: 25028
 UR Area Creation Date: 11/2009
 UR Area Purpose: see attached plan documents

Tax Districts within this Urban Renewal Area	Base No.	Increment No.	Increment Value Used
WEST DES MOINES CITY/WAUKEE SCH/ASHWORTH CORRIDOR URB TIF 09 INCREMENT	25381	25382	0
WEST DES MOINES CITY AG/WAUKEE SCH/ASHWORTH CORRIDOR URB TIF 09 INCREMENT	25383	25384	0
WEST DES MOINES CITY AG ASHWORTH TIF PHASE-IN 2011/WAUKEE SCH-INCREMENT	25442	25443	0
WEST DES MOINES CITY ASHWORTH TIF PI 2011/WAUKEE SCH-INCREMENT	25444	25445	0

Urban Renewal Area Value by Class - 1/1/2014 for FY 2016

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	256,230	15,065,280	8,961,580	0	0	-14,816	24,268,274	0	24,268,274
Taxable	114,540	8,396,423	8,065,422	0	0	-14,816	16,561,569	0	16,561,569
Homestead Credits									42

TIF Sp. Rev. Fund Cash Balance as of 07-01-2015: 0 0 **Amount of 07-01-2015 Cash Balance Restricted for LMI**

TIF Revenue: 0
 TIF Sp. Revenue Fund Interest: 0
 Property Tax Replacement Claims: 0
 Asset Sales & Loan Repayments: 0
Total Revenue: 0

Rebate Expenditures: 0
 Non-Rebate Expenditures: 0
 Returned to County Treasurer: 0
Total Expenditures: 0

TIF Sp. Rev. Fund Cash Balance as of 06-30-2016: 0 0 **Amount of 06-30-2016 Cash Balance Restricted for LMI**

Plan is not yet active -- no debt certified or taxes created.

256 Characters Left

Sum of Private Investment Made Within This Urban Renewal Area
during FY 2016

♣ Annual Urban Renewal Report, Fiscal Year 2015 - 2016

TIF Taxing District Data Collection

Local Government Name: WEST DES MOINES (77G727)
 Urban Renewal Area: WEST DES MOINES ASHWORTH CORRIDOR URBAN RENEWAL (25028)
 TIF Taxing District Name: WEST DES MOINES CITY/WAUKEE SCH/ASHWORTH CORRIDOR URB TIF 09 INCREMENT
 TIF Taxing District Inc. Number: 25382
 TIF Taxing District Base Year: 2008
 FY TIF Revenue First Received: No
 Subject to a Statutory end date? No

UR Designation
 No
 No
 11/2009

TIF Taxing District Value by Class - 1/1/2014 for FY 2016

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	13,654,240	8,961,580	0	0	-14,816	22,601,004	0	22,601,004
Taxable	0	7,609,996	8,065,422	0	0	-14,816	15,660,602	0	15,660,602
Homestead Credits									42

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2016	21,393,971	1,221,849	0	1,221,849	31,908

FY 2016 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: WEST DES MOINES (77G727)
 Urban Renewal Area: WEST DES MOINES ASHWORTH CORRIDOR URBAN RENEWAL (25028)
 TIF Taxing District Name: WEST DES MOINES CITY AG/WAUKEE SCH/ASHWORTH CORRIDOR URB TIF 09 INCREMENT
 TIF Taxing District Inc. Number: 25384
 TIF Taxing District Base Year: 2008
 FY TIF Revenue First Received: No
 Subject to a Statutory end date? No

UR Designation
 No
 No
 11/2009

TIF Taxing District Value by Class - 1/1/2014 for FY 2016

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	238,660	0	0	0	0	0	238,660	0	238,660
Taxable	106,686	0	0	0	0	0	106,686	0	106,686
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2016	143,028	95,632	0	95,632	1,823

FY 2016 TIF Revenue Received: 0

♣ Annual Urban Renewal Report, Fiscal Year 2015 - 2016

TIF Taxing District Data Collection

Local Government Name: WEST DES MOINES (77G727)
 Urban Renewal Area: WEST DES MOINES ASHWORTH CORRIDOR URBAN RENEWAL (25028)
 TIF Taxing District Name: WEST DES MOINES CITY AG ASHWORTH TIF PHASE-IN 2011/WAUKEE SCH-INCREMENT
 TIF Taxing District Inc. Number: 25443
 TIF Taxing District Base Year: 2008
 FY TIF Revenue First Received: Slum
 Subject to a Statutory end date? No Blighted No
 Economic Development 11/2009

TIF Taxing District Value by Class - 1/1/2014 for FY 2016

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	17,570	0	0	0	0	0	17,570	0	17,570
Taxable	7,854	0	0	0	0	0	7,854	0	7,854
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2016	0	7,854	0	7,854	126

FY 2016 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: WEST DES MOINES (77G727)
 Urban Renewal Area: WEST DES MOINES ASHWORTH CORRIDOR URBAN RENEWAL (25028)
 TIF Taxing District Name: WEST DES MOINES CITY ASHWORTH TIF PI 2011/WAUKEE SCH-INCREMENT
 TIF Taxing District Inc. Number: 25445
 TIF Taxing District Base Year: 2008
 FY TIF Revenue First Received: Slum
 Subject to a Statutory end date? No Blighted No
 Economic Development 11/2009

TIF Taxing District Value by Class - 1/1/2014 for FY 2016

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	1,411,040	0	0	0	0	1,411,040	0	1,411,040
Taxable	0	786,427	0	0	0	0	786,427	0	786,427
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2016	0	786,427	0	786,427	12,635

FY 2016 TIF Revenue Received: 0

Urban Renewal Area Data Collection

Local Government Name: WEST DES MOINES (77G727)
 Urban Renewal Area: WEST DES MOINES WOODLAND TIF 2011
 UR Area Number: 25031
 UR Area Creation Date: 06/2011
 UR Area Purpose: see attached documents

Tax Districts within this Urban Renewal Area

	Base No.	Increment No.	Increment Value Used
WEST DES MOINES CITY WDLND TIF 2011 SUB A/WAUKEE SCH-INCREMENT	25446	25447	0
WEST DES MOINES CITY WDLND TIF 2011 SUB C/WAUKEE SCH-INCREMENT	25448	25449	0
WEST DES MOINES CITY WDLND TIF 2011 SUB D/WAUKEE SCH-INCREMENT	25450	25451	0
WEST DES MOINES CITY WDLND TIF 2011 SUB E/WAUKEE SCH-INCREMENT	25452	25453	0
WEST DES MOINES CITY WDLND TIF 2011 SUB F/WAUKEE SCH-INCREMENT	25454	25455	0
WEST DES MOINES CITY WDLND TIF 2011 SUB G/WAUKEE SCH-INCREMENT	25456	25457	0
WEST DES MOINES CITY WDLND TIF 2011 SUB F/WAUKEE SCH-INCREMENT	25458	25459	11,333,550
WEST DES MOINES CITY WDLND TIF 2011 SUB R-2/WAUKEE SCH-INCREMENT	25460	25461	890,312
WEST DES MOINES CITY WDLND TIF 2011 SUB R-3/WAUKEE SCH-INCREMENT	25462	25463	21,242,239
WEST DES MOINES CITY AG WDLND TIF 2011 SUB F/WAUKEE SCH-INCREMENT	25464	25465	0
WEST DES MOINES CITY WDLND AG TIF PHASE-IN 2011 SUB G/WAUKEE SCH-INCREMENT	25466	25467	0
WEST DES MOINES CITY WDLND TIF 2011 SUB B/WAUKEE SCH-INCREMENT	25470	25471	0

Urban Renewal Area Value by Class - 1/1/2014 for FY 2016

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	109,360	80,027,440	318,290	0	0	-7,408	80,447,682	0	80,447,682
Taxable	48,887	44,602,089	286,461	0	0	-7,408	44,930,029	0	44,930,029
Homestead Credits									71

TIF Sp. Rev. Fund Cash Balance as of 07-01-2015:

58,809

0

Amount of 07-01-2015 Cash Balance Restricted for LMI

TIF Revenue: 1,042,688
 TIF Sp. Revenue Fund Interest: 0
 Property Tax Replacement Claims: 0
 Asset Sales & Loan Repayments: 0
Total Revenue: 1,042,688

Rebate Expenditures: 524,363
 Non-Rebate Expenditures: 24,588
 Returned to County Treasurer: 0
Total Expenditures: 548,951

TIF Sp. Rev. Fund Cash Balance as of 06-30-2016:

552,546

0

Amount of 06-30-2016 Cash Balance Restricted for LMI

Projects For WEST DES MOINES WOODLAND TIF 2011

KTJ 201 LLC

Description:	Rebate Agreement
Classification:	Administrative expenses
Physically Complete:	No
Payments Complete:	No

Miscellaneous

Description:	Legal Fees
Classification:	Administrative expenses
Physically Complete:	No
Payments Complete:	No

Stagecoach Construction

Description:	Construct 31' of Stagecoach
Classification:	Roads, Bridges & Utilities
Physically Complete:	No
Payments Complete:	No

Debts/Obligations For WEST DES MOINES WOODLAND TIF 2011

KTJ Rebate Agreement

Debt/Obligation Type:	Rebates
Principal:	3,413,024
Interest:	0
Total:	3,413,024
Annual Appropriation?:	Yes
Date Incurred:	10/27/2011
FY of Last Payment:	2020

FY 15-16 Legal Fees

Debt/Obligation Type:	Internal Loans
Principal:	1,027
Interest:	0
Total:	1,027
Annual Appropriation?:	Yes
Date Incurred:	09/21/2015
FY of Last Payment:	2016

Stagecoach Pay-Go

Debt/Obligation Type:	Internal Loans
Principal:	23,561
Interest:	0
Total:	23,561
Annual Appropriation?:	Yes
Date Incurred:	03/27/2016
FY of Last Payment:	2016

Non-Rebates For WEST DES MOINES WOODLAND TIF 2011

TIF Expenditure Amount:	1,027
Tied To Debt:	FY 15-16 Legal Fees
Tied To Project:	Miscellaneous
TIF Expenditure Amount:	23,561
Tied To Debt:	Stagecoach Pay-Go
Tied To Project:	Stagecoach Construction

Rebates For WEST DES MOINES WOODLAND TIF 2011

KTJ 201 LLC

TIF Expenditure Amount:	524,363
Rebate Paid To:	KTJ 201 LLC
Tied To Debt:	KTJ Rebate Agreement
Tied To Project:	KTJ 201 LLC
Projected Final FY of Rebate:	2020

Income Housing For WEST DES MOINES WOODLAND TIF 2011

Amount of FY 2016 expenditures that provide or aid in the provision of public improvements related to housing and residential development:	0
<hr/>	
Lots for low and moderate income housing:	0
Construction of low and moderate income housing:	0
Grants, credits or other direct assistance to low and moderate income families:	0
Payments to a low and moderate income housing fund established by the municipality, including matching funds for any state or federal moneys used for such purposes:	0
Other low and moderate income housing assistance:	0

◆ Annual Urban Renewal Report, Fiscal Year 2015 - 2016

TIF Taxing District Data Collection

Local Government Name: WEST DES MOINES (77G727)
 Urban Renewal Area: WEST DES MOINES WOODLAND TIF 2011 (25031)
 TIF Taxing District Name: WEST DES MOINES CITY WDLND TIF 2011 SUB A/WAUKEE SCH-INCREMENT
 TIF Taxing District Inc. Number: 25447

TIF Taxing District Base Year:	2011		UR Designation
FY TIF Revenue First Received:		Slum	No
Subject to a Statutory end date?	No	Blighted	No
		Economic Development	06/2011

TIF Taxing District Value by Class - 1/1/2014 for FY 2016

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	2,891,210	0	0	0	0	2,891,210	0	2,891,210
Taxable	0	1,611,371	0	0	0	0	1,611,371	0	1,611,371
Homestead Credits									

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2016	2,999,650	0	0	0	0

FY 2016 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: WEST DES MOINES (77G727)
 Urban Renewal Area: WEST DES MOINES WOODLAND TIF 2011 (25031)
 TIF Taxing District Name: WEST DES MOINES CITY WDLND TIF 2011 SUB C/WAUKEE SCH-INCREMENT
 TIF Taxing District Inc. Number: 25449

TIF Taxing District Base Year:	2011		UR Designation
FY TIF Revenue First Received:		Slum	No
Subject to a Statutory end date?	No	Blighted	No
		Economic Development	06/2011

TIF Taxing District Value by Class - 1/1/2014 for FY 2016

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	3,960	0	0	0	0	3,960	0	3,960
Taxable	0	2,208	0	0	0	0	2,208	0	2,208
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2016	3,960	0	0	0	0

FY 2016 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: WEST DES MOINES (77G727)
 Urban Renewal Area: WEST DES MOINES WOODLAND TIF 2011 (25031)
 TIF Taxing District Name: WEST DES MOINES CITY WDLND TIF 2011 SUB D/WAUKEE SCH-INCREMENT
 TIF Taxing District Inc. Number: 25451

TIF Taxing District Base Year:	2011		UR Designation
FY TIF Revenue First Received:		Slum	No
Subject to a Statutory end date?	No	Blighted	No
		Economic Development	06/2011

TIF Taxing District Value by Class - 1/1/2014 for FY 2016

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	1,320	0	0	0	0	1,320	0	1,320
Taxable	0	736	0	0	0	0	736	0	736
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2016	1,320	0	0	0	0

FY 2016 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: WEST DES MOINES (77G727)
 Urban Renewal Area: WEST DES MOINES WOODLAND TIF 2011 (25031)
 TIF Taxing District Name: WEST DES MOINES CITY WDLND TIF 2011 SUB E/WAUKEE SCH-INCREMENT
 TIF Taxing District Inc. Number: 25453

TIF Taxing District Base Year:	2011		UR Designation
FY TIF Revenue First Received:		Slum	No
Subject to a Statutory end date?	No	Blighted	No
		Economic Development	06/2011

TIF Taxing District Value by Class - 1/1/2014 for FY 2016

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	610,620	0	0	0	0	610,620	0	610,620
Taxable	0	340,320	0	0	0	0	340,320	0	340,320
Homestead Credits									1

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2016	506,980	103,640	0	103,640	2,706

FY 2016 TIF Revenue Received: 0

◆ Annual Urban Renewal Report, Fiscal Year 2015 - 2016

TIF Taxing District Data Collection

Local Government Name: WEST DES MOINES (77G727)
 Urban Renewal Area: WEST DES MOINES WOODLAND TIF 2011 (25031)
 TIF Taxing District Name: WEST DES MOINES CITY WDLND TIF 2011 SUB F/WAUKEE SCH-INCREMENT
 TIF Taxing District Inc. Number: 25455

TIF Taxing District Base Year:	2011		UR Designation
FY TIF Revenue First Received:		Slum	No
Subject to a Statutory end date?	No	Blighted	No
		Economic Development	06/2011

TIF Taxing District Value by Class - 1/1/2014 for FY 2016

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	2,640	0	0	0	0	2,640	0	2,640
Taxable	0	1,472	0	0	0	0	1,472	0	1,472
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2016	2,640	0	0	0	0

FY 2016 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: WEST DES MOINES (77G727)
 Urban Renewal Area: WEST DES MOINES WOODLAND TIF 2011 (25031)
 TIF Taxing District Name: WEST DES MOINES CITY WDLND TIF 2011 SUB G/WAUKEE SCH-INCREMENT
 TIF Taxing District Inc. Number: 25457

TIF Taxing District Base Year:	2011		UR Designation
FY TIF Revenue First Received:		Slum	No
Subject to a Statutory end date?	No	Blighted	No
		Economic Development	06/2011

TIF Taxing District Value by Class - 1/1/2014 for FY 2016

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	5,009,780	0	0	0	-1,852	5,007,928	0	5,007,928
Taxable	0	2,792,130	0	0	0	-1,852	2,790,278	0	2,790,278
Homestead Credits									10

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2016	1,250	2,790,278	0	2,790,278	72,866

FY 2016 TIF Revenue Received: 0

◆ Annual Urban Renewal Report, Fiscal Year 2015 - 2016

TIF Taxing District Data Collection

Local Government Name: WEST DES MOINES (77G727)
 Urban Renewal Area: WEST DES MOINES WOODLAND TIF 2011 (25031)
 TIF Taxing District Name: WEST DES MOINES CITY WDLND TIF 2011 SUB F/WAUKEE SCH-INCREMENT
 TIF Taxing District Inc. Number: 25459

TIF Taxing District Base Year:	2011		UR Designation
FY TIF Revenue First Received:		Slum	No
Subject to a Statutory end date?	No	Blighted	No
		Economic Development	06/2011

TIF Taxing District Value by Class - 1/1/2014 for FY 2016

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	31,524,690	0	0	0	0	31,524,690	0	31,524,690
Taxable	0	17,569,813	0	0	0	0	17,569,813	0	17,569,813
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2016	20,191,140	11,333,550	11,333,550	0	0

FY 2016 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: WEST DES MOINES (77G727)
 Urban Renewal Area: WEST DES MOINES WOODLAND TIF 2011 (25031)
 TIF Taxing District Name: WEST DES MOINES CITY WDLND TIF 2011 SUB R-2/WAUKEE SCH-INCREMENT
 TIF Taxing District Inc. Number: 25461

TIF Taxing District Base Year:	2011		UR Designation
FY TIF Revenue First Received:		Slum	No
Subject to a Statutory end date?	No	Blighted	No
		Economic Development	06/2011

TIF Taxing District Value by Class - 1/1/2014 for FY 2016

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	1,597,460	0	0	0	0	1,597,460	0	1,597,460
Taxable	0	890,312	0	0	0	0	890,312	0	890,312
Homestead Credits									2

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2016	672,300	890,312	890,312	0	0

FY 2016 TIF Revenue Received: 0

◆ Annual Urban Renewal Report, Fiscal Year 2015 - 2016

TIF Taxing District Data Collection

Local Government Name: WEST DES MOINES (77G727)
 Urban Renewal Area: WEST DES MOINES WOODLAND TIF 2011 (25031)
 TIF Taxing District Name: WEST DES MOINES CITY WDLND TIF 2011 SUB R-3/WAUKEE SCH-
 INCREMENT
 TIF Taxing District Inc. Number: 25463
 TIF Taxing District Base Year: 2011
 FY TIF Revenue First Received: 2015
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2025

	Slum	UR Designation
	Blighted	No
	Economic Development	No
		06/2011

TIF Taxing District Value by Class - 1/1/2014 for FY 2016

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	37,884,420	318,290	0	0	-5,556	38,197,154	0	38,197,154
Taxable	0	21,114,310	286,461	0	0	-5,556	21,395,215	0	21,395,215
Homestead Credits									56

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2016	9,320,920	21,395,215	21,242,239	152,976	3,995

FY 2016 TIF Revenue Received: 1,042,688

TIF Taxing District Data Collection

Local Government Name: WEST DES MOINES (77G727)
 Urban Renewal Area: WEST DES MOINES WOODLAND TIF 2011 (25031)
 TIF Taxing District Name: WEST DES MOINES CITY AG WDLND TIF 2011 SUB F/WAUKEE SCH-
 INCREMENT
 TIF Taxing District Inc. Number: 25465
 TIF Taxing District Base Year: 2011
 FY TIF Revenue First Received:
 Subject to a Statutory end date? No

	Slum	UR Designation
	Blighted	No
	Economic Development	No
		06/2011

TIF Taxing District Value by Class - 1/1/2014 for FY 2016

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	43,080	0	0	0	0	0	43,080	0	43,080
Taxable	19,258	0	0	0	0	0	19,258	0	19,258
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2016	32,440	10,640	0	10,640	203

FY 2016 TIF Revenue Received: 0

◆ Annual Urban Renewal Report, Fiscal Year 2015 - 2016

TIF Taxing District Data Collection

Local Government Name: WEST DES MOINES (77G727)
 Urban Renewal Area: WEST DES MOINES WOODLAND TIF 2011 (25031)
 TIF Taxing District Name: WEST DES MOINES CITY WDLND AG TIF PHASE-IN 2011 SUB G/WAUKEE SCH-INCREMENT
 TIF Taxing District Inc. Number: 25467
 TIF Taxing District Base Year: 2011
 FY TIF Revenue First Received: Slum No
 Subject to a Statutory end date? No Blighted No
 Economic Development 06/2011

TIF Taxing District Value by Class - 1/1/2014 for FY 2016

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	66,280	0	0	0	0	0	66,280	0	66,280
Taxable	29,629	0	0	0	0	0	29,629	0	29,629
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2016	63,390	2,890	0	2,890	55

FY 2016 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: WEST DES MOINES (77G727)
 Urban Renewal Area: WEST DES MOINES WOODLAND TIF 2011 (25031)
 TIF Taxing District Name: WEST DES MOINES CITY WDLND TIF 2011 SUB B/WAUKEE SCH-INCREMENT
 TIF Taxing District Inc. Number: 25471
 TIF Taxing District Base Year: 2011
 FY TIF Revenue First Received: Slum No
 Subject to a Statutory end date? No Blighted No
 Economic Development 06/2011

TIF Taxing District Value by Class - 1/1/2014 for FY 2016

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	501,340	0	0	0	0	501,340	0	501,340
Taxable	0	279,417	0	0	0	0	279,417	0	279,417
Homestead Credits									1

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2016	541,340	0	0	0	0

FY 2016 TIF Revenue Received: 0

Urban Renewal Area Data Collection

Local Government Name: WEST DES MOINES (77G727)
 Urban Renewal Area: WEST DES MOINES MILLS PKWY URBAN RENEWAL
 UR Area Number: 77058

UR Area Creation Date: 07/1999

UR Area Purpose: see attached plan documents

Tax Districts within this Urban Renewal Area

	Base No.	Increment No.	Increment Value Used
W DES MOINES CITY/WDM SCH/99 MILLS PKWY TIF INCR	77460	77462	0
W DES MOINES CITY AG/WDM SCH/99 MILLS PKWY TIF INCR	77461	77544	0

Urban Renewal Area Value by Class - 1/1/2014 for FY 2016

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

TIF Sp. Rev. Fund Cash Balance as of 07-01-2015: 0 **Amount of 07-01-2015 Cash Balance Restricted for LMI** 0

TIF Revenue: 0
 TIF Sp. Revenue Fund Interest: 0
 Property Tax Replacement Claims: 0
 Asset Sales & Loan Repayments: 0
Total Revenue: 0

Rebate Expenditures: 0
 Non-Rebate Expenditures: 0
 Returned to County Treasurer: 0
Total Expenditures: 0

TIF Sp. Rev. Fund Cash Balance as of 06-30-2016: 0 **Amount of 06-30-2016 Cash Balance Restricted for LMI** 0

For reporting purposes, West Des Moines maintains one cash balance for the Polk and Dallas portions of this area. Combined cash balance in the Mills URA at 6/30/14 and 6/30/15 was \$2,216,838 and \$2,518,567, respectively.

256 Characters Left

Sum of Private Investment Made Within This Urban Renewal Area
during FY 2016

▲ Annual Urban Renewal Report, Fiscal Year 2015 - 2016

TIF Taxing District Data Collection

Local Government Name: WEST DES MOINES (77G727)
 Urban Renewal Area: WEST DES MOINES MILLS PKWY URBAN RENEWAL (77058)
 TIF Taxing District Name: W DES MOINES CITY/WDM SCH/99 MILLS PKWY TIF INCR
 TIF Taxing District Inc. Number: 77462
 TIF Taxing District Base Year: 1998
 FY TIF Revenue First Received: 1999
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2019

	Slum	UR Designation
	Blighted	No
	Economic Development	No
		07/1999

TIF Taxing District Value by Class - 1/1/2014 for FY 2016

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2016	0	0	0	0	0

FY 2016 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: WEST DES MOINES (77G727)
 Urban Renewal Area: WEST DES MOINES MILLS PKWY URBAN RENEWAL (77058)
 TIF Taxing District Name: W DES MOINES CITY AG/WDM SCH/99 MILLS PKWY TIF INCR
 TIF Taxing District Inc. Number: 77544
 TIF Taxing District Base Year: 1998
 FY TIF Revenue First Received: 1999
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2019

	Slum	UR Designation
	Blighted	No
	Economic Development	No
		07/1999

TIF Taxing District Value by Class - 1/1/2014 for FY 2016

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2016	0	0	0	0	0

FY 2016 TIF Revenue Received: 0

♣ Annual Urban Renewal Report, Fiscal Year 2015 - 2016

Urban Renewal Area Data Collection

Local Government Name: WEST DES MOINES (77G727)
 Urban Renewal Area: WEST DES MOINES WESTOWN V URBAN RENEWAL
 UR Area Number: 77076

UR Area Creation Date: 11/2009

UR Area Purpose: see attached plan documents

Tax Districts within this Urban Renewal Area

	Base No.	Increment No.	Increment Value Used
W DES MOINES CITY/WDM SCH/09 WESTOWN V TIF INCR	77750	77751	0
W DES MOINES CITY AG/WDM SCH/09 WESTOWN V TIF INCR	77813	77814	0

Urban Renewal Area Value by Class - 1/1/2014 for FY 2016

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	290	0	146,996,600	0	0	0	146,996,890	0	146,996,890
Taxable	130	0	132,296,940	0	0	0	132,297,070	0	132,297,070
Homestead Credits									0

TIF Sp. Rev. Fund Cash Balance as of 07-01-2015: 0 0 **Amount of 07-01-2015 Cash Balance Restricted for LMI**

TIF Revenue: 0
 TIF Sp. Revenue Fund Interest: 0
 Property Tax Replacement Claims: 0
 Asset Sales & Loan Repayments: 0
Total Revenue: 0

Rebate Expenditures: 0
 Non-Rebate Expenditures: 0
 Returned to County Treasurer: 0
Total Expenditures: 0

TIF Sp. Rev. Fund Cash Balance as of 06-30-2016: 0 0 **Amount of 06-30-2016 Cash Balance Restricted for LMI**

♣ Annual Urban Renewal Report, Fiscal Year 2015 - 2016

Note 1: For reporting purposes, all cash balances for the Westown V URA are allocated to the Dallas County portion of the district.

Note 2: Although not required by Section 403, CC has elected to limit plan length through its plan document.

256 Characters Left

**Sum of Private Investment Made Within This Urban Renewal Area
during FY 2016**

♣ Annual Urban Renewal Report, Fiscal Year 2015 - 2016

TIF Taxing District Data Collection

Local Government Name: WEST DES MOINES (77G727)
 Urban Renewal Area: WEST DES MOINES WESTOWN V URBAN RENEWAL (77076)
 TIF Taxing District Name: W DES MOINES CITY/WDM SCH/09 WESTOWN V TIF INCR
 TIF Taxing District Inc. Number: 77751
 TIF Taxing District Base Year: 2009
 FY TIF Revenue First Received: 2012
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2032

	Slum	UR Designation
	Blighted	No
	Economic Development	No
		11/2009

TIF Taxing District Value by Class - 1/1/2014 for FY 2016

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	146,996,600	0	0	0	146,996,600	0	146,996,600
Taxable	0	0	132,296,940	0	0	0	132,296,940	0	132,296,940
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2016	164,768,570	0	0	0	0

FY 2016 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: WEST DES MOINES (77G727)
 Urban Renewal Area: WEST DES MOINES WESTOWN V URBAN RENEWAL (77076)
 TIF Taxing District Name: W DES MOINES CITY AG/WDM SCH/09 WESTOWN V TIF INCR
 TIF Taxing District Inc. Number: 77814
 TIF Taxing District Base Year: 2009
 FY TIF Revenue First Received: 2012
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2032

	Slum	UR Designation
	Blighted	No
	Economic Development	No
		11/2009

TIF Taxing District Value by Class - 1/1/2014 for FY 2016

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	290	0	0	0	0	0	290	0	290
Taxable	130	0	0	0	0	0	130	0	130
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2016	290	0	0	0	0

FY 2016 TIF Revenue Received: 0

◆ Annual Urban Renewal Report, Fiscal Year 2015 - 2016

Urban Renewal Area Data Collection

Local Government Name: WEST DES MOINES (77G727)
 Urban Renewal Area: WEST DES MOINES VALLEY JUNCTION URBAN RENEWAL
 UR Area Number: 77079

 UR Area Creation Date: 11/2009

 UR Area Purpose: see attached plan documents

Tax Districts within this Urban Renewal Area	Base No.	Increment No.	Increment Value Used
W DES MOINES CITY/WDM SCH/09 (87 & 94 BASE) VALLEY JCT TIF INCR	77748	77749	0

Urban Renewal Area Value by Class - 1/1/2014 for FY 2016

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	14,665,230	33,184,850	855,500	0	-24,076	48,681,504	0	48,681,504
Taxable	0	8,173,461	29,866,365	769,950	0	-24,076	38,785,700	0	38,785,700
Homestead Credits									94

TIF Sp. Rev. Fund Cash Balance as of 07-01-2015: **745,095** **0** **Amount of 07-01-2015 Cash Balance Restricted for LMI**

TIF Revenue: 740
 TIF Sp. Revenue Fund Interest: 0
 Property Tax Replacement Claims 0
 Asset Sales & Loan Repayments: 0
Total Revenue: **740**

Rebate Expenditures: 0
 Non-Rebate Expenditures: 172,584
 Returned to County Treasurer: 0
Total Expenditures: **172,584**

TIF Sp. Rev. Fund Cash Balance as of 06-30-2016: **573,251** **0** **Amount of 06-30-2016 Cash Balance Restricted for LMI**

Projects For WEST DES MOINES VALLEY JUNCTION URBAN RENEWAL

Wright Tree Acquisition

Description:	Acquisition
Classification:	Acquisition of property
Physically Complete:	Yes
Payments Complete:	Yes

5th St Banner Pole Repl.

Description:	5th St Banner Pole Replacement
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	Yes

Debts/Obligations For WEST DES MOINES VALLEY JUNCTION URBAN RENEWAL

Payment on Project

Debt/Obligation Type:	Internal Loans
Principal:	2,584
Interest:	0
Total:	2,584
Annual Appropriation?:	Yes
Date Incurred:	09/01/2015
FY of Last Payment:	2016

Wright Tree Payment

Debt/Obligation Type:	Internal Loans
Principal:	170,000
Interest:	0
Total:	170,000
Annual Appropriation?:	Yes
Date Incurred:	06/01/2011
FY of Last Payment:	2016

Non-Rebates For WEST DES MOINES VALLEY JUNCTION URBAN RENEWAL

TIF Expenditure Amount:	170,000
Tied To Debt:	Wright Tree Payment
Tied To Project:	Wright Tree Acquisition
TIF Expenditure Amount:	2,584
Tied To Debt:	Payment on Project
Tied To Project:	5th St Banner Pole Repl.

Note: Although not required by Section 403, CC has elected to limit plan length through its plan document.

256 Characters Left

Sum of Private Investment Made Within This Urban Renewal Area
during FY 2016

◆ Annual Urban Renewal Report, Fiscal Year 2015 - 2016

TIF Taxing District Data Collection

Local Government Name: WEST DES MOINES (77G727)
 Urban Renewal Area: WEST DES MOINES VALLEY JUNCTION URBAN RENEWAL (77079)
 TIF Taxing District Name: W DES MOINES CITY/WDM SCH/09 (87 & 94 BASE) VALLEY JCT TIF INCR
 TIF Taxing District Inc. Number: 77749
 TIF Taxing District Base Year: 1994
 FY TIF Revenue First Received: 2009
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2029

	Slum	UR Designation
	Blighted	No
	Economic Development	No
		11/2009

TIF Taxing District Value by Class - 1/1/2014 for FY 2016

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	14,665,230	33,184,850	855,500	0	-24,076	48,681,504	0	48,681.504
Taxable	0	8,173,461	29,866,365	769,950	0	-24,076	38,785,700	0	38,785.700
Homestead Credits									94

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2016	17,168,200	31,537,380	0	31,537,380	1,004,038

FY 2016 TIF Revenue Received: 740

▲ Annual Urban Renewal Report, Fiscal Year 2015 - 2016

Urban Renewal Area Data Collection

Local Government Name: WEST DES MOINES (77G727)
 Urban Renewal Area: WEST DES MOINES FULLER ROAD URBAN RENEWAL
 UR Area Number: 77082

UR Area Creation Date: 03/2010

UR Area Purpose: see attached plan documents

Tax Districts within this Urban Renewal Area

	Base No.	Increment No.	Increment Value Used
W DES MOINES CITY/WDM SCH/10 FULLER ROAD TIF INCR	77825	77826	370,018

Urban Renewal Area Value by Class - 1/1/2014 for FY 2016

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	22,627,200	23,922,270	0	0	46,549,470	0	46,549,470
Taxable	0	0	20,364,480	21,530,043	0	0	41,894,523	0	41,894,523
Homestead Credits									0

TIF Sp. Rev. Fund Cash Balance as of 07-01-2015: 17,447 0 **Amount of 07-01-2015 Cash Balance Restricted for LMI**

TIF Revenue: 11,612
 TIF Sp. Revenue Fund Interest: 0
 Property Tax Replacement Claims: 0
 Asset Sales & Loan Repayments: 0
Total Revenue: 11,612

Rebate Expenditures: 30,053
 Non-Rebate Expenditures: 0
 Returned to County Treasurer: 0
Total Expenditures: 30,053

TIF Sp. Rev. Fund Cash Balance as of 06-30-2016: -994 0 **Amount of 06-30-2016 Cash Balance Restricted for LMI**

Projects For WEST DES MOINES FULLER ROAD URBAN RENEWAL

Chow Rebate

Description:	Rebate Agreement
Classification:	Commercial - retail
Physically Complete:	Yes
Payments Complete:	No

Miscellaneous

Description:	Legal Fees
Classification:	Administrative expenses
Physically Complete:	Yes
Payments Complete:	Yes

Debts/Obligations For WEST DES MOINES FULLER ROAD URBAN RENEWAL

General Fund Advance / Rebate

Debt/Obligation Type:	Rebates
Principal:	36,316
Interest:	0
Total:	36,316
Annual Appropriation?:	No
Date Incurred:	09/30/2012
FY of Last Payment:	2017

Rebates For WEST DES MOINES FULLER ROAD URBAN RENEWAL

Chow Rebate

TIF Expenditure Amount:	30,053
Rebate Paid To:	Liang Qiao
Tied To Debt:	General Fund Advance / Rebate
Tied To Project:	Chow Rebate
Projected Final FY of Rebate:	2017

Chow rebate is contingent on payment of taxes.

256 Characters Left

Sum of Private Investment Made Within This Urban Renewal Area
during FY 2016

▲ Annual Urban Renewal Report, Fiscal Year 2015 - 2016

TIF Taxing District Data Collection

Local Government Name: WEST DES MOINES (77G727)
 Urban Renewal Area: WEST DES MOINES FULLER ROAD URBAN RENEWAL (77082)
 TIF Taxing District Name: W DES MOINES CITY/WDM SCH/10 FULLER ROAD TIF INCR
 TIF Taxing District Inc. Number: 77826
 TIF Taxing District Base Year: 2010
 FY TIF Revenue First Received: 2013
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2033

	Slum	UR Designation
	Blighted	No
	Economic Development	No
		03/2010

TIF Taxing District Value by Class - 1/1/2014 for FY 2016

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	22,627,200	23,922,270	0	0	46,549,470	0	46,549,470
Taxable	0	0	20,364,480	21,530,043	0	0	41,894,523	0	41,894,523
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2016	42,714,370	3,835,100	370,018	3,465,082	110,316

FY 2016 TIF Revenue Received: 11,612

♣ Annual Urban Renewal Report, Fiscal Year 2015 - 2016

Urban Renewal Area Data Collection

Local Government Name: WEST DES MOINES (77G727)
 Urban Renewal Area: WEST DES MOINES 4125 WESTOWN PARKWAY URBAN RENEWAL
 UR Area Number: 77087

UR Area Creation Date:

UR Area Purpose:

Tax Districts within this Urban Renewal Area

	Base No.	Increment No.	Increment Value Used
W DES MOINES CITY/WDM SCH/13 4125 WESTOWN PARKWAY TIF INCR	77865	77866	0

Urban Renewal Area Value by Class - 1/1/2014 for FY 2016

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	1,508,000	0	0	1,508,000	0	1,508,000
Taxable	0	0	0	1,357,200	0	0	1,357,200	0	1,357,200
Homestead Credits									(0)

TIF Sp. Rev. Fund Cash Balance as of 07-01-2015: 0 0 **Amount of 07-01-2015 Cash Balance Restricted for LMI**

TIF Revenue: 0
 TIF Sp. Revenue Fund Interest: 0
 Property Tax Replacement Claims: 0
 Asset Sales & Loan Repayments: 0
Total Revenue: 0

Rebate Expenditures: 0
 Non-Rebate Expenditures: 4,381
 Returned to County Treasurer: 0
Total Expenditures: 4,381

TIF Sp. Rev. Fund Cash Balance as of 06-30-2016:	-4,381	0	Amount of 06-30-2016 Cash Balance Restricted for LMI
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Projects For WEST DES MOINES 4125 WESTOWN PARKWAY URBAN RENEWAL

Miscellaneous

Description:	Legal Fees
Classification:	Administrative expenses
Physically Complete:	Yes
Payments Complete:	Yes

Debts/Obligations For WEST DES MOINES 4125 WESTOWN PARKWAY URBAN RENEWAL

FY 15-16 Legal Fees

Debt/Obligation Type:	Internal Loans
Principal:	4,381
Interest:	0
Total:	4,381
Annual Appropriation?:	Yes
Date Incurred:	07/01/2015
FY of Last Payment:	2016

Non-Rebates For WEST DES MOINES 4125 WESTOWN PARKWAY URBAN RENEWAL

TIF Expenditure Amount:	4,381
Tied To Debt:	FY 15-16 Legal Fees
Tied To Project:	Miscellaneous

♣ Annual Urban Renewal Report, Fiscal Year 2015 - 2016

TIF Taxing District Data Collection

Local Government Name: WEST DES MOINES (77G727)
 Urban Renewal Area: WEST DES MOINES 4125 WESTOWN PARKWAY URBAN RENEWAL (77087)
 TIF Taxing District Name: W DES MOINES CITY/WDM SCH/13 4125 WESTOWN PARKWAY TIF INCR
 TIF Taxing District Inc. Number: 77866

TIF Taxing District Base Year:	0		UR Designation
FY TIF Revenue First Received:		Slum	No
Subject to a Statutory end date?	No	Blighted	No
		Economic Development	No

TIF Taxing District Value by Class - 1/1/2014 for FY 2016

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	1,508,000	0	0	1,508,000	0	1,508,000
Taxable	0	0	0	1,357,200	0	0	1,357,200	0	1,357,200
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2016	0	1,357,200	0	1,357,200	43,208

FY 2016 TIF Revenue Received: 0

◆ Annual Urban Renewal Report, Fiscal Year 2015 - 2016

Urban Renewal Area Data Collection

Local Government Name: WEST DES MOINES (77G727)
 Urban Renewal Area: WEST DES MOINES VAL-GATE URBAN RENEWAL
 UR Area Number: 77090

UR Area Creation Date: 10/2014

UR Area Purpose: see attached plan documents

Tax Districts within this Urban Renewal Area

	Base No.	Increment No.	Increment Value Used
W DES MOINES CITY/DM SCH/14 VAL-GATE TIF INCR	77879	77880	0
W DES MOINES CITY/WDM SCH/14 VAL-GATE TIF INCR	77881	77882	0
W DES MOINES CITY/WDM SCH/URB WIND-HTS SS/14 VAL-GATE TIF INCR	77883	77884	0

Urban Renewal Area Value by Class - 1/1/2014 for FY 2016

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	127,100	15,176,530	4,006,700	0	0	19,310,330	0	19,310,330
Taxable	0	70,838	13,658,877	3,606,030	0	0	17,335,745	0	17,335,745
Homestead Credits									1

TIF Sp. Rev. Fund Cash Balance as of 07-01-2015:

0 0

Amount of 07-01-2015 Cash Balance Restricted for LMI

TIF Revenue: 0
 TIF Sp. Revenue Fund Interest: 0
 Property Tax Replacement Claims 0
 Asset Sales & Loan Repayments: 0
Total Revenue: 0

Rebate Expenditures: 0
 Non-Rebate Expenditures: 0
 Returned to County Treasurer: 0
Total Expenditures: 0

TIF Sp. Rev. Fund Cash Balance as of 06-30-2016:

0 0

Amount of 06-30-2016 Cash Balance Restricted for LMI

◆ Annual Urban Renewal Report, Fiscal Year 2015 - 2016

TIF Taxing District Data Collection

Local Government Name: WEST DES MOINES (77G727)
 Urban Renewal Area: WEST DES MOINES VAL-GATE URBAN RENEWAL (77090)
 TIF Taxing District Name: W DES MOINES CITY/DM SCH/14 VAL-GATE TIF INCR
 TIF Taxing District Inc. Number: 77880

TIF Taxing District Base Year:	0		UR Designation
FY TIF Revenue First Received:		Slum	No
Subject to a Statutory end date?	No	Blighted	No
		Economic Development	No

TIF Taxing District Value by Class - 1/1/2014 for FY 2016

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	2,450	0	0	0	2,450	0	2,450
Taxable	0	0	2,205	0	0	0	2,205	0	2,205
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2016	0	2,205	0	2,205	82

FY 2016 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: WEST DES MOINES (77G727)
 Urban Renewal Area: WEST DES MOINES VAL-GATE URBAN RENEWAL (77090)
 TIF Taxing District Name: W DES MOINES CITY/WDM SCH/14 VAL-GATE TIF INCR
 TIF Taxing District Inc. Number: 77882

TIF Taxing District Base Year:	0		UR Designation
FY TIF Revenue First Received:		Slum	No
Subject to a Statutory end date?	No	Blighted	No
		Economic Development	No

TIF Taxing District Value by Class - 1/1/2014 for FY 2016

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	127,100	14,990,380	4,006,700	0	0	19,124,180	0	19,124,180
Taxable	0	70,838	13,491,342	3,606,030	0	0	17,168,210	0	17,168,210
Homestead Credits									1

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2016	0	17,168,210	0	17,168,210	546,575

FY 2016 TIF Revenue Received: 0

◆ Annual Urban Renewal Report, Fiscal Year 2015 - 2016

TIF Taxing District Data Collection

Local Government Name: WEST DES MOINES (77G727)
 Urban Renewal Area: WEST DES MOINES VAL-GATE URBAN RENEWAL (77090)
 TIF Taxing District Name: W DES MOINES CITY/WDM SCH/URB WIND-HTS SS/14 VAL-GATE TIF INCR
 TIF Taxing District Inc. Number: 77884

TIF Taxing District Base Year:	0		UR Designation
FY TIF Revenue First Received:		Slum	No
Subject to a Statutory end date?	No	Blighted	No
		Economic Development	No

TIF Taxing District Value by Class - 1/1/2014 for FY 2016

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	183,700	0	0	0	183,700	0	183,700
Taxable	0	0	165,330	0	0	0	165,330	0	165,330
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2016	0	165,330	0	165,330	5,312

FY 2016 TIF Revenue Received: 0

▲ Annual Urban Renewal Report, Fiscal Year 2015 - 2016

Urban Renewal Area Data Collection

Local Government Name: WEST DES MOINES (77G727)
 Urban Renewal Area: WEST DES MOINES ALLUVION URBAN RENEWAL AREA
 UR Area Number: 77091

 UR Area Creation Date: 05/2014

 UR Area Purpose: See attached plan documents

Tax Districts within this Urban Renewal Area

**Base Increment Increment
No. No. Value
Used**

Urban Renewal Area Value by Class - 1/1/2014 for FY 2016

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

TIF Sp. Rev. Fund Cash Balance as of 07-01-2015: -92,282 0 **Amount of 07-01-2015 Cash Balance Restricted for LMI**

TIF Revenue: 0
 TIF Sp. Revenue Fund Interest: 0
 Property Tax Replacement Claims: 0
 Asset Sales & Loan Repayments: 0
Total Revenue: 0

Rebate Expenditures: 0
 Non-Rebate Expenditures: 740
 Returned to County Treasurer: 0
Total Expenditures: 740

TIF Sp. Rev. Fund Cash Balance as of 06-30-2016:	-93,022	0	Amount of 06-30-2016 Cash Balance Restricted for LMI
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Projects For WEST DES MOINES ALLUVION URBAN RENEWAL AREA

Miscellaneous

Description:	Legal Fees
Classification:	Administrative expenses
Physically Complete:	No
Payments Complete:	No

Microsoft Development Agreement

Description:	Alluvion Project
Classification:	Administrative expenses
Physically Complete:	No
Payments Complete:	No

Debts/Obligations For WEST DES MOINES ALLUVION URBAN RENEWAL AREA

2015 Series A Tax Exempt Bonds

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	21,755,000
Interest:	5,681,417
Total:	27,436,417
Annual Appropriation?:	No
Date Incurred:	04/07/2015
FY of Last Payment:	2029

2015 Series B Taxable Bonds

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	12,715,000
Interest:	2,034,527
Total:	14,749,527
Annual Appropriation?:	No
Date Incurred:	04/07/2015
FY of Last Payment:	2025

FY 15-16 Legal Fees

Debt/Obligation Type:	Internal Loans
Principal:	740
Interest:	0
Total:	740
Annual Appropriation?:	Yes
Date Incurred:	04/04/2016
FY of Last Payment:	2016

Non-Rebates For WEST DES MOINES ALLUVION URBAN RENEWAL AREA

TIF Expenditure Amount:	740
Tied To Debt:	FY 15-16 Legal Fees
Tied To Project:	Miscellaneous

Jobs For WEST DES MOINES ALLUVION URBAN RENEWAL AREA

Project:	Microsoft Development Agreement
Company Name:	Microsoft
Date Agreement Began:	12/18/2014
Date Agreement Ends:	12/31/2034
Number of Jobs Created or Retained:	84
Total Annual Wages of Required Jobs:	0
Total Estimated Private Capital Investment:	1,126,218,400
Total Estimated Cost of Public Infrastructure:	61,750,000

Microsoft wages in jobs agreement listed as \$0 as these are reported to IEDA, not the City.

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Sum of Private Investment Made Within This Urban Renewal Area
during FY 2016

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

ITEM:

DATE: November 28, 2016

Approving Annual Tax Increment Financing (TIF) Indebtedness Certification Report to Dallas and Polk Counties

FINANCIAL IMPACT:

Up to \$13,724,346 in various TIF-related expenditures are projected in FY 2017-18, which rely on the use of tax revenues generated by the City's Urban Renewal Areas. This includes \$602,535 of "set aside" for Low and Medium Income Housing (LMI) from the Woodland Hills URA. The City plans to "capture" \$496,600,802 of incremental valuation from within the Urban Renewal Areas, which represents 43.2% of the total \$1,149,634,946 incremental valuation available in the active Urban Renewal Areas, which is higher than the percentage captured in the previous year (42.2%), primarily due to the debt requirements of the new Alluvion Urban Renewal Area.

BACKGROUND:

Each year the City is required to submit its tax increment financing (TIF) needs to the Dallas, Polk, and Warren County Auditors annually by December 1 for the subsequent fiscal year (none of the City's active Urban Renewal Areas currently extend into either Madison County). Staff, with assistance from the City's financial advisory firm (Public Financial Management), has computed the FY 2017-18 request based on indebtedness and obligations of the City.

Approval of this item will approve the certifications and also allow for the Finance Director to adjust the requirement if there are substantial adjustments in tax valuations between now and December 1st.

The request prepared by staff is based on the County Auditor's preliminary taxable valuation figures which, when finalized, will be certified to the State of Iowa. A summary of specific planned tax increment sources and uses for FY 2017-18 are as follows:

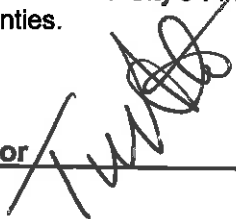
Urban Renewal Area	Increment Available 17-18	Increment Captured 17-18	Money to WDM TIF 17-18	Increment Released 17-18
Jordan Creek	\$ 617,284,266	\$ 115,255,918	\$ 3,070,464	\$ 502,028,348
Mills Parkway (General)	164,633,532	113,004,592	3,010,488	\$ 51,628,940
Mills Parkway (Aviva)	49,445,163	49,445,163	1,317,239	\$ -
Mills Parkway (Mountain)	42,877,484	42,877,484	1,142,273	\$ -
Mills Parkway (Glennan Square)	8,166,184	-	-	\$ 8,166,184
Mills Parkway (Global Aviation)	1,769,652	-	-	\$ 1,769,652
Fuller Road	46,046,473	31,423	994	\$ 46,015,050
4125 Westown Parkway	8,432,000	4,673,280	144,035	\$ 3,758,720
Valley Junction	35,261,440	-	-	\$ 35,261,440
Alluvion	94,212,000	94,212,000	2,980,239	\$ -
Val Gate	1,993,070	-	-	\$ 1,993,070
Westown V	11,147,000	11,147,000	301,574	\$ -
Ashworth Corridor	6,434,648	6,434,648	171,422	\$ -
Woodland Hills	61,932,034	59,519,294	1,585,618	\$ 2,412,740
Total	\$ 1,149,634,946	\$ 496,600,802	\$ 13,724,346	\$ 653,034,144

Note that "Increment Released" refers to the incremental taxable valuation within the Urban Renewal Area which will be released to the respective taxing bodies with corresponding revenues allocated just as normal tax revenues.

RECOMMENDATION:

Approve tax increment needs for FY 2017-18 and authorize the City's Finance Director to complete and submit the annual certifications to Dallas and Polk Counties.

Lead Staff Member: Tim Stiles, Finance Director



STAFF REVIEWS

Department Director	
Appropriations/Finance	
Legal	
Agenda Acceptance	

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

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

ITEM: Update to List of Official City Depositories

DATE: November 28, 2016

FINANCIAL IMPACT: None

BACKGROUND:

Chapter 12c.1 of the Iowa Code requires that all funds held by the City shall be deposited in one or more depositories first approved by Council. Through previous action and discussion indicated its preference that only those financial institutions having an office within the City's corporate limits be considered.

Staff recommends adjusting the current list due to recent openings, closings, mergers, acquisitions, and name changes. Also, limits of several institutions are being revised due to the results of the City's recent Banking and Investment Services Request for Proposal process.

Recommended investment limits listed for each institution continue to reflect the maximum amount needed for the City to take advantage of any financial institution offering the best rates at a given time. With the exceptions of the City's major depository banks, staff continues to generally recommend that each institution be limited to no more than \$35,000,000 of investments as this mimics the recommended maximum exposure of the Iowa Public Agency Investment Trust (IPAIT). It should be noted that this limit does not necessarily mean that the City intends to invest to that level in any of these institutions, as we would follow the City's current investment policy and review bank ratings before committing any funds to a particular institution.

OUTSTANDING ISSUES (if any):

None

RECOMMENDATION:

Approve Resolution naming official City depositories

Lead Staff Member: Tim Stiles, Finance Director 

STAFF REVIEWS

Department Director	
Appropriations/Finance	
Legal	
Agenda Acceptance	

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Finance & Administration		
Date Reviewed	November 16, 2016		
Recommendation	Yes	No	Split

RESOLUTION

WHEREAS Chapter 12c.1 of the Iowa Code requires that all funds held by the City shall be deposited in one or more depositories first approved by Council, and

WHEREAS staff recognizes and supports the Council's preference to utilize financial institutions which have a location within the City's corporate limits, and

WHEREAS staff has reviewed the current list of approved depositories of City funds and advises several changes driven by the industry, and

WHEREAS staff recommends that the following financial institutions are named as official depositories for City funds in an amount not to exceed the amount indicated:

Depository Name	Limit	Depository Name	Limit
American Trust & Savings	\$ 35,000,000	Iowa State Bank	\$ 35,000,000
Bankers Trust	\$ 35,000,000	Meta Bank	\$ 35,000,000
Bank Iowa	\$ 35,000,000	Midwest Heritage Bank	\$ 35,000,000
Bank of America	\$ 35,000,000	Northwest Bank	\$ 35,000,000
Bank of the West	\$ 35,000,000	Premier Credit Union	\$ 35,000,000
Central Bank	\$ 35,000,000	State Savings Bank	\$ 9,000,000
Earlham Savings Bank	\$ 35,000,000	TruBank	\$ 35,000,000
Fidelity Bank	\$ 35,000,000	Two Rivers Bank & Trust	\$ 35,000,000
Financial Plus Credit Union	\$ 35,000,000	Union State Bank	\$ 8,000,000
First Class Credit Union	\$ 35,000,000	United Service Credit Union	\$ 35,000,000
First National Bank, Ames	\$ 35,000,000	US Bank (incl. Miles Capital)	\$100,000,000
Freedom Financial Bank	\$ 14,000,000	Veridian Credit Union	\$ 35,000,000
Great Southern Bank	\$ 35,000,000	Wells Fargo (incl. IPAIT)	\$100,000,000
Great Western Bank	\$ 35,000,000	West Bank (Awarded RFP)	\$100,000,000
Greater Iowa Credit Union	\$ 35,000,000	University of Iowa Credit Union	\$ 35,000,000

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA that the recommendation is hereby approved and the Director is hereby authorized to deposit City funds and to execute agreements necessary for the lawful deposit of City funds (consistent with Iowa law and the City's adopted investment policy), in amounts not exceeding the maximum approval for the depositories listed above.

PASSED AND APPROVED this 28th day of November, 2016

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

CITY OF WEST DES MOINES CITY COUNCIL MEETING COMMUNICATION

DATE: November 28, 2016

ITEM: Resolution Approving Adjustments to City Fees and Charges (Effective November 28, 2016)

FINANCIAL IMPACT: The adjustment of various fees will have an unknown, but slight increase to overall revenues.

BACKGROUND: The attached listing represents a consolidation of all of the City's various rates, fees, and charges into one document. The intent of providing this consolidated listing to Council is to allow for a simpler review and update process. This listing will also serve as a resource to help staff consistently apply rates and charges across the City. The overall document was first approved by Council in June of 2014 and has been updated at least annually since then. This update includes adjustments to Parks and Recreation Fees which have been also reviewed and recommended for approval by the Parks and Recreation Advisory Board. The adjustments are noted in red on the attached listing and are summarized as follows:

Parks & Recreation

Fees are primarily being adjusted to make them more consistent between rental facilities and to streamline rates, fees, and charges prior to configuring them in the Department's new program registration and facility reservation software. In addition, certain rates and fees that had previously been inadvertently left off are being added to the listing. Summary of changes is as follows:

- 1) Valley Junction Activity Center / Nature Lodge – Rental fees are being slightly increased at the Activity Center and can be justified based on the recent remodeling of the facility. A discount is being added to both facilities for non-profit organizations and weekday (8:00-5:00) rentals to better reflect the market conditions. An hourly Vendor Fee is added in order to charge a higher rental rate for events involving sales and admissions.
- 2) Shelters – The fee structure is being changed from four-hour increments to a four-hour minimum, with additional fees for hourly increments after the minimum is met. This will allow for more flexibility for renters and will spread out shelter turnover to allow for maintenance between rentals. The rate is also being simplified to reflect the same hourly rate every day of the week.
- 3) Aquatic Center Rentals – These facility rental rates were previously approved by Council but were inadvertently omitted from previous versions of the fee document, so they have been added. Staff is recommended a slight increase from the amounts charged in previous years in order to better reflect operating costs and market conditions.
- 4) Community Garden – This fee has been approved by Council but was included in previous versions of the fee document. The fee is being increased from \$20 to \$25 per year for each plot due to the garden expansion and installation of water hydrants.
- 5) Parties – Birthday parties at the Aquatic Centers have been taking place and the fee had been reviewed by the Parks Board, but the charges for them had not been included on the fee document previously. No changes are being made to the current charges.

OUTSTANDING ITEMS: None

RECOMMENDATION: Approve and ratify the current listing of Consolidated City Fees and Charges with an effective Date of November 28, 2016.

Lead Staff Member: Tim Stiles, Finance Director

STAFF REVIEWS

Department Director	
Appropriations/Finance	
Legal	
Agenda Acceptance	

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Finance & Administration		
Date Reviewed	November 16, 2016		
Recommendation	<u>Yes</u>	No	Split

RESOLUTION NO. _____

RESOLUTION RATIFYING CURRENT RATES, FEES, AND CHARGES OF THE CITY OF WEST DES MOINES AND UPDATING DEVELOPMENT-RELATED FEES AS REQUIRED BY CITY POLICY AND IOWA CODE.

WHEREAS, effort has been made to consolidate all fees, rates, and charges into one reference document to be ratified by Council, and

WHEREAS, staff of the City's Parks and Recreation Department have studied current rates and their research indicates that adjustments to these rates are needed, and

WHEREAS, the Parks and Recreation Advisory Board and the City's Finance Committee each supported staff's recommendations, and

NOW, THEREFORE, BE IT RESOLVED

BY THE COUNCIL OF THE CITY OF WEST DES MOINES, IOWA, that the adopted schedule of rates and fees as amended is ratified and approved as of November 28, 2016 and

BE IT FURTHER RESOLVED, that previous resolutions in conflict with this resolution are hereby repealed.

PASSED AND APPROVED, this 28th day of November, 2016.

Steven K. Gaer, Mayor

ATTEST:

Ryan Jacobson, City Clerk

City of West Des Moines, Iowa
 Schedule of Rates, Fees and Charges
 As of November 28, 2016

Description	Fee	Last Change (Approval Date)
E. Parks & Recreation		
XL. Aquatic Centers – Holiday & Valley View		
a. Daily Admission		
i. Under 3 Years Old	Free	Motion (12/27/2011)
ii. 3-12 Years Old	\$ 5.00	Motion (12/27/2011)
iii. 13 Years and Older	8.00	Motion (12/27/2011)
iv. Senior Citizens (55+)	6.00	Motion (12/27/2011)
v. Family Nights (per family)	12.00	Motion (12/27/2011)
b. Season Passes (per household)		
i. Resident		
1. One Person	\$ 80.00	Motion (8/29/2005)
2. Two Person	110.00	Motion (8/29/2005)
3. Additional Person	35.00	Motion (8/29/2005)
4. Nanny/Granny	50.00	Motion (1/10/2010)
ii. Non-Resident		
1. One Person	\$ 120.00	Motion (2/23/2009)
2. Two Person	160.00	Motion (2/23/2009)
3. Additional Person	45.00	Motion (2/23/2009)
4. Nanny/Granny	50.00	Motion (1/10/2010)
XLI. Archery Facility		
a. Annual Permit		
i. Adult Resident	\$ 20.00	Motion (3/10/2014)
ii. Adult Non-Resident	40.00	Motion (3/10/2014)
iii. Youth (15 & Under) Resident	10.00	Motion (3/10/2014)
iv. Youth (15 & Under) Non-Resident	20.00	Motion (3/10/2014)
b. Daily Permit	\$ 5.00	Motion (3/10/2014)
c. Replacement Permit	5.00	Motion (3/10/2014)
XLII. Dog Park		
a. Annual Permit		
i. Resident	\$ 20.00	Motion (11/1/2010)
ii. Non-Resident	40.00	Motion (11/1/2010)
b. Day Pass	5.00	Motion (11/1/2010)
c. Replacement Pass	5.00	Resolution (11/28/16)
XLIII. Jordan Cemetery		
a. Burial Space		
i. Monument Space	\$ 1,250.00	Resolution (5/28/2013)
ii. 2nd Person in Same Space (ashes)	325.00	Resolution (5/28/2013)
iii. Cremation Space (flush marker only)	325.00	Resolution (5/28/2013)
iv. Transfer Fee	200.00	Resolution (5/28/2013)
b. Interment		
i. Infant (24 months & under)		
1. Monday – Friday	\$ 600.00	Resolution (5/28/2013)

City of West Des Moines, Iowa
 Schedule of Rates, Fees and Charges
 As of November 28, 2016

Description	Fee	Last Change (Approval Date)
2. Saturday	725.00	Resolution (5/28/2013)
3. Sunday/Holiday	850.00	Resolution (5/28/2013)
ii. Adult		
1. Monday – Friday	825.00	Resolution (5/28/2013)
2. Saturday	950.00	Resolution (5/28/2013)
3. Sunday/Holiday	1,075.00	Resolution (5/28/2013)
iii. Ashes in Container		
1. Monday – Friday	700.00	Resolution (5/28/2013)
2. Saturday	825.00	Resolution (5/28/2013)
3. Sunday/Holiday	950.00	Resolution (5/28/2013)
c. Disinterment		
i. Infant/Child	\$ 975.00	Resolution (5/28/2013)
ii. Adult	1,400.00	Resolution (5/28/2013)
iii. Ashes in Container	1,175.00	Resolution (5/28/2013)
d. Extra Work (Per Hour)		
i. Monday – Friday	\$ 50.00	Resolution (5/28/2013)
ii. Monday – Friday Overtime	75.00	Resolution (5/28/2013)
iii. Saturday	75.00	Resolution (5/28/2013)
iv. Saturday Overtime	115.00	Resolution (5/28/2013)
v. Snow Removal in Tent Area	150.00	Resolution (5/28/2013)

Rentals

a. Community Center		
i. Ballroom*	\$ 75.00 per hour	Motion (8/8/2011)
1. Cleaning Fee	200.00	Motion (8/8/2011)
ii. Classroom/Multipurpose Room	17.00 per hour	Motion (8/8/2011)
1. Cleaning Fee	40.00	Motion (8/8/2011)
iii. South Dining Room (2 hr. min.)	24.00 per hour	Motion (8/8/2011)
1. Cleaning Fee	80.00	Motion (8/8/2011)
iv. Vets Room	17.00 per hour	Motion (8/8/2011)

~~*Minimum rental of 8 hours on Saturday, all other days 2 hour minimum~~

a. Valley Junction Activity Center

i. <u>Ballroom*</u>	<u>\$ 80.00 per hour</u>	
1. <u>Cleaning Fee</u>	<u>200.00 per rental</u>	
ii. <u>Program Room**</u>	<u>60.00 per hour</u>	
1. <u>Cleaning Fee</u>	<u>60.00 per rental</u>	
iii. <u>Dining Room ABC**</u>	<u>30.00 per hour</u>	
1. <u>Cleaning Fee</u>	<u>80.00 per rental</u>	
iv. <u>Dining Room A**</u>	<u>20.00 per hour</u>	
1. <u>Cleaning Fee</u>	<u>40.00 per rental</u>	
v. <u>Vet's Room**</u>	<u>20.00 per hour</u>	
1. <u>Cleaning Fee</u>	<u>40.00 per rental</u>	
vi. <u>Equipment Rental</u>		
1. <u>Display Screen</u>	<u>15.00</u>	
2. <u>TV/DVD</u>	<u>20.00</u>	
3. <u>Multimedia Projector</u>	<u>50.00</u>	

City of West Des Moines, Iowa
 Schedule of Rates, Fees and Charges
 As of November 28, 2016

Description	Fee	Last Change (Approval Date)
vii. <u>Discounts/Additional Fees</u>		
1. <u>Non-Profit Organizations</u>	33% rental rate discount	
2. <u>Weekday 8-5</u>	33% rental rate discount	
3. <u>Vendor Fee (if sales or admissions)</u>	\$ 20.00 per hour	
<u>*Minimum rental of 8 hours on Saturday, all other days 2 hour minimum</u>		
<u>**2 hour minimum</u>		

XLIV. Rentals

a. Community Center

i. <u>Ballroom*</u>	\$ 75.00 per hour	Motion (8/8/2011)
1. <u>Cleaning Fee</u>	200.00	Motion (8/8/2011)
ii. <u>Classroom/Multipurpose Room</u>	17.00 per hour	Motion (8/8/2011)
1. <u>Cleaning Fee</u>	40.00	Motion (8/8/2011)
iii. <u>South Dining Room (2 hr. min.)</u>	24.00 per hour	Motion (8/8/2011)
1. <u>Cleaning Fee</u>	80.00	Motion (8/8/2011)
iv. <u>Vets Room</u>	17.00 per hour	Motion (8/8/2011)

*Minimum rental of 8 hours on Saturday, all other days 2 hour minimum.

a. Valley Junction Activity Center

viii. <u>Ballroom*</u>	\$ 80.00 per hour	Resolution (11/28/16)
<u>Cleaning Fee</u>	200.00 per rental	Resolution (11/28/16)
ix. <u>Program Room**</u>	60.00 per hour	Resolution (11/28/16)
<u>Cleaning Fee</u>	60.00 per rental	Resolution (11/28/16)
x. <u>Dining Room ABC**</u>	30.00 per hour	Resolution (11/28/16)
<u>Cleaning Fee</u>	80.00 per rental	Resolution (11/28/16)
xi. <u>Dining Room A**</u>	20.00 per hour	Resolution (11/28/16)
<u>Cleaning Fee</u>	40.00 per rental	Resolution (11/28/16)
xii. <u>Vet's Room**</u>	20.00 per hour	Resolution (11/28/16)
<u>Cleaning Fee</u>	40.00 per rental	Resolution (11/28/16)
xiii. <u>Equipment Rental</u>		
<u>Display Screen</u>	15.00	Resolution (11/28/16)
<u>TV/DVD</u>	20.00	Resolution (11/28/16)
<u>Multimedia Projector</u>	50.00	Resolution (11/28/16)
xiv. <u>Discounts/Additional Fees</u>		
4. <u>Non-Profit Organizations</u>	33% rental rate discount	Resolution (11/28/16)
5. <u>Weekday 8-5</u>	33% rental rate discount	Resolution (11/28/16)
6. <u>Vendor Fee (if sales or admissions)</u>	20.00 per hour	Resolution (11/28/16)

*Minimum rental of 8 hours on Saturday, all other days 2 hour minimum

**2 hour minimum

b. Holiday Park Baseball Rental

i. <u>Open League Games</u>	\$ 30.00 per game/slot	Agreement (9/16/13)
ii. <u>Open League Practice</u>	30.00 per game/slot	Agreement (9/16/13)
iii. <u>Competitive League Games</u>	45.00 per game/slot	Agreement (9/16/13)
iv. <u>Competitive League Practice</u>	45.00 per game/slot	Agreement (9/16/13)
v. <u>Premier League Games</u>	45.00 per game/slot	Agreement (9/16/13)
vi. <u>Sportsplex West Programs</u>	45.00 per game/slot	Agreement (9/16/13)

City of West Des Moines, Iowa
 Schedule of Rates, Fees and Charges
 As of November 28, 2016

Description	Fee	Last Change (Approval Date)
vii. Tournament Games	45.00 per game/slot +	Agreement (9/16/13)
1. Weekend Maintenance Fee	500.00	Agreement (9/16/13)
viii. All other Rentals	45.00 per game/slot	Agreement (9/16/13)
ix. Restroom Tournament Maintenance Fee	25.00 per field/per day	Resolution (11/28/16)
c. Nature Lodge*		
i. 1/3 Room	\$ 30.00 per hour	Resolution (6/30/2014)
1. <u>Cleaning Fee</u>	<u>50.00 per rental</u>	<u>Resolution (11/28/16)</u>
ii. 2/3 Room	60.00 per hour	Resolution (6/30/2014)
1. <u>Cleaning Fee</u>	<u>100.00 per rental</u>	<u>Resolution (11/28/16)</u>
iii. Full Room	90.00 per hour	Resolution (6/30/2014)
1. <u>Cleaning Fee</u>	<u>150.00 per rental</u>	<u>Resolution (11/28/16)</u>
iv. <u>Kitchen</u>	<u>30.00 per use</u>	<u>Resolution (11/28/16)</u>
1. <u>Cleaning Fee</u>	<u>25.00 per rental</u>	<u>Resolution (11/28/16)</u>
v. <u>Display Area</u>	<u>30.00 per hour</u>	<u>Resolution (6/30/2014)</u>
1. <u>Cleaning Fee</u>	<u>25.00 per rental</u>	<u>Resolution (11/28/16)</u>
vi. <u>Equipment Rental</u>		
1. <u>Display Screen</u>	<u>15.00</u>	<u>Resolution (11/28/16)</u>
2. <u>TV/DVD</u>	<u>20.00</u>	<u>Resolution (11/28/16)</u>
3. <u>Multimedia Projector</u>	<u>50.00</u>	<u>Resolution (11/28/16)</u>
4. <u>Fireplace</u>	<u>30.00</u>	<u>Resolution (11/28/16)</u>
5. <u>Speaker/Microphone</u>	<u>50.00</u>	<u>Resolution (11/28/16)</u>
vii. <u>Discounts/Additional Fees</u>		
1. <u>Non-Profit Organizations</u>	<u>33% rental rate discount</u>	<u>Resolution (11/28/16)</u>
2. <u>Weekday 8-5</u>	<u>33% rental rate discount</u>	<u>Resolution (11/28/16)</u>
3. <u>Vendor Fee (if sales or admissions)</u>	<u>20.00 per hour</u>	<u>Resolution (11/28/16)</u>
** Sunday through Friday – 4 Hour Minimum Rental		
** Saturdays (April – October) – 10 Hour Minimum Rental		
** Saturdays (November – March) 5 Hour Minimum Rental		
c. Shelters (Must be in 4 Hour Increments 4 hour minimum)		
i. Monday – Thursday	\$ 30.00 for 4 hours	Motion (12/27/2011)
ii. Friday – Sunday & Holidays	40.00 for 4 hours	Motion (12/27/2011)
i. <u>Daily</u>	<u>\$ 10.00 per hour</u>	<u>Resolution (11/28/16)</u>
ii. <u>Change Fee</u>	<u>10.00 per rental</u>	<u>Resolution (11/28/16)</u>
d. Softball Complex-Raccoon River Park		
i. Adult Softball Tourney (45 20 +Teams)	\$ 5.00 per Game	<u>Resolution (11/28/16)</u>
ii. Adult Softball Tourney (<45 20 Teams)	10.00 per Game	<u>Resolution (11/28/16)</u>
iii. Youth Tourney	25.00 per Game	Motion (12/27/2011)
iv. Youth Tourney (after Sept.1)	15.00 per Game	<u>Resolution (11/28/16)</u>
v. Hourly Rental	25.00 per Hour per Field	Motion (12/27/2011)
vi. Field Light Fees	35.00 Per Hour per Field	Resolution (6/27/2016)
vii. Field Equipment Rental	50.00 Per Day Per Vehicle	Motion (12/27/2011)
viii. Temp Fence Set Up/Tear Down	100.00 Per Field	Motion (12/27/2011)

City of West Des Moines, Iowa
 Schedule of Rates, Fees and Charges
 As of November 28, 2016

Description	Fee	Last Change (Approval Date)
e. <u>Aquatic Center Rentals*</u>		
i. <u>Holiday Aquatic Center</u>		
1. <u>Entire Facility</u>	\$ 730.00 per rental	Resolution (11/28/16)
ii. <u>Valley View Aquatic Center</u>		
1. <u>Entire Facility</u>	1,100.00 per rental	Resolution (11/28/16)
2. <u>Lazy River / Slides</u>	680.00 per rental	Resolution (11/28/16)
3. <u>Leisure Pool / Kids Pool</u>	340.00 per rental	Resolution (11/28/16)
4. <u>Lap Pool / Diving Boards / Drop Slide</u>	260.00 per rental	Resolution (11/28/16)
<u>*Available 6:30-8:30 pm, Saturdays, June 1 – August 1</u>		
f. <u>Community Garden</u>		
i. <u>Garden Plot Rental</u>	\$ 25.00 per year	Resolution (11/28/16)
XLV. Parties		
a. Birthday Parties at the Nature Lodge (Maximum of 15 Participants)		
i. First 12 (including birthday child)	\$ 110.00 for 2 hours	Resolution (06/30/2014)
ii. Each Participant More than 12	10.00	Resolution (06/30/2014)
b. <u>Birthday Parties at the Aquatic Centers (Maximum of 15 Participants)</u>		
i. <u>First 10 (plus 1 adult)</u>	115.00 for 2 hours	Resolution (11/28/16)
ii. <u>Each Participant More than 10</u>	15.00	Resolution (11/28/16)
XLVI. Special Events – Park/Facilities		
a. Special Event – Non Refundable	\$ 225.00	Resolution (06/30/2014)
b. Tent/Canopy/Inflatable Membrane Permit	50.00	Resolution (06/30/2014)
c. Sound Permit	22.00	Resolution (06/30/2014)
d. Portable Toilets	50.00 each	Resolution (06/30/2014)

City of West Des Moines, Iowa
 Schedule of Rates, Fees and Charges
 As of November 28, 2016

Description	Fee	Last Change (Approval Date)
G- Public Works Services		
LI. Equipment/Personnel		
a. Equipment Rate (1-hour minimum)		
i. Current AED Greenbook nationwide hour rate, plus 15% Administrative fee		Resolution (06/30/2014)
b. Labor		
i. Actual Cost, plus benefits, plus 15% administrative fee		Resolution (06/30/2014)
c. Material		
i. Actual cost plus 15% administrative fee		Resolution (06/30/2014)
d. Other (Delivery, Permits, Accessories, Etc.)		
i. Actual cost plus 15% administrative fee		Resolution (06/30/2014)
LII. Nuisance Abatement	Cost of work + 20%	Resolution (06/30/2014)
LIII. Signs/Stickers		
a. Handicap	\$ 9.50	Resolution (06/30/2014)
b. Van Accessible	8.00	Resolution (06/30/2014)
c. \$200 Fine	1.00	Resolution (06/30/2014)
LIV. Community Compliance		
a. Nuisance Abatement	\$ 50.00 + Cost of Work	Resolution (06/30/2014)
b. Sidewalk Repairs	Cost of Work	Policy (02/23/16)

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

ITEM:

DATE: November 28, 2016

Resolution - Ordering Construction
Grand Avenue West Segment 6F Sewer Extension

FINANCIAL IMPACT:

The Engineering Estimate of Construction Cost for the Grand Avenue West Segment 6F Sewer Extension is \$932,052.00. 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:

The Grand Avenue West Segment 6F Sewer Extension is located within the Grand Avenue West Sanitary Sewer Connection Fee District. The proposed sanitary sewer is being constructed to accommodate the proposed Westport subdivision located northwest of the intersection of Mills Civic Parkway & Wendover Road. Coordination between projects has taken place.

A Bid Letting should be scheduled for 2:00 p.m. on Wednesday, December 21, 2016, and a Public Hearing on the project should be scheduled for 5:35 p.m. on Tuesday, December 27, 2016. The contract would be awarded on Tuesday, December 27, 2016, and work will begin shortly thereafter. The project is anticipated to be completed by June 15, 2017. Because there was no Public Services subcommittee meeting November 21, 2016, this agenda item was distributed to the subcommittee by e-mail on that date.

OUTSTANDING ISSUES:

None.

RECOMMENDATION:

- City Council Adopt:
- Resolution Ordering Construction of the Grand Avenue West Segment 6F Sewer Extension.
 - Fixing 2:00 p.m. on Wednesday, December 21, 2016, as the time and date for project Bid Letting.
 - Ordering the City Clerk to publish notice of Letting and Public Hearing.

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

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

**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:

**Grand Avenue West Segment 6F Sewer Extension
Project No. 0510-074-2015**

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

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

BE IT FURTHER RESOLVED, that the City Clerk is hereby directed to publish notice of hearing on the Plans and Specifications, Form of Contract, Bid Security and Estimate of Costs for said project to be held at 5:35 p.m. on Tuesday, December 27, 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, December 21, 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, December 21, 2016, and the results of said bids shall be considered at a meeting of this Council on Tuesday, December 27, 2016, at 5:35 p.m. and acted upon at said time, or such time as may then be fixed.

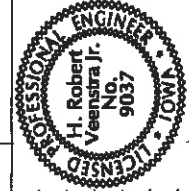
PASSED AND APPROVED this 28th day of November, 2016.

Steven K. Gaer, Mayor

ATTEST:

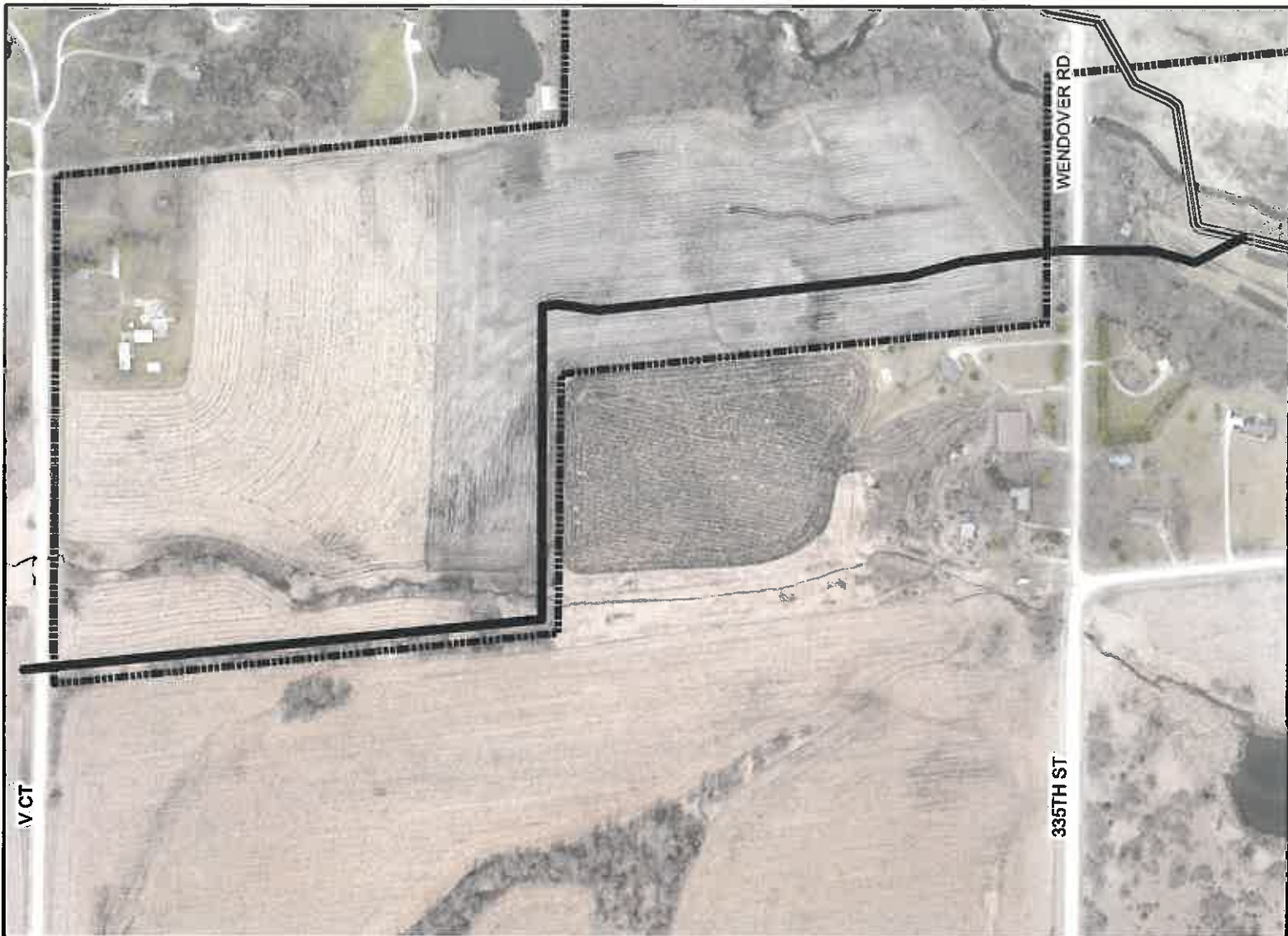
Ryan T. Jacobson, City Clerk

A	B	C	D	E	F
1	CITY OF WEST DES MOINES, IOWA				
2	GRAND AVENUE WEST SEGMENT 6F SEWER EXTENSION				
3	PRELIMINARY ESTIMATE OF COST				
4					
5	10-Nov-16				
6					
7					
8	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE
9					
10	1 15" Sanitary Sewer in Place	LF	3871	\$130.00	\$503,230.00
11	2 15" Sanitary Sewer Tunneled in Place	LF	163	\$550.00	\$89,650.00
12	3 8" Sanitary Sewer in Place	LF	10	\$400.00	\$4,000.00
13	4 Manhole - Type SW 301 - 48"	EA	14	\$9,000.00	\$126,000.00
14	5 Manhole - Type SW 303 - 48"	EA	3	\$9,000.00	\$27,000.00
15	6 Connection to Existing Manhole	EA	1	\$5,000.00	\$5,000.00
16	7 6" Wye/Riser	EA	24	\$1,000.00	\$24,000.00
17	8 6" Sewer Service Pipe	LF	908	\$90.00	\$81,720.00
18	9 24" CMP	LF	30	\$90.00	\$2,700.00
19	10 Rip-Rap	Tons	50	\$45.00	\$2,250.00
20	11 Class A Roadstone	Tons	30	\$30.00	\$900.00
21	12 Seeding	Acre	3	\$1,500.00	\$4,500.00
22	13 Field Tile	LF	100	\$15.00	\$1,500.00
23	14 Video Inspection of Sanitary Sewer	LF	4034	\$3.00	\$12,102.00
24	15 Erosion Control	LS	1	\$25,000.00	\$25,000.00
25	16 Clearing and Grubbing	LS	1	\$10,000.00	\$10,000.00
26	17 Construction Staking	LS	1	\$7,500.00	\$7,500.00
27	18 Traffic Control	LS	1	\$5,000.00	\$5,000.00
28					
29			Estimated Construction Cost		\$932,052.00
30					
31					
32					
33	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.				
34					
35					
36	Signed:				
37					
38					
39					
40	H. Robert Veenstra Jr., P.E.				
41	Iowa License No. 9037				
42	My License Renewal Date is December 31, 2016				
43					
44	Parts covered by this seal:				
45					

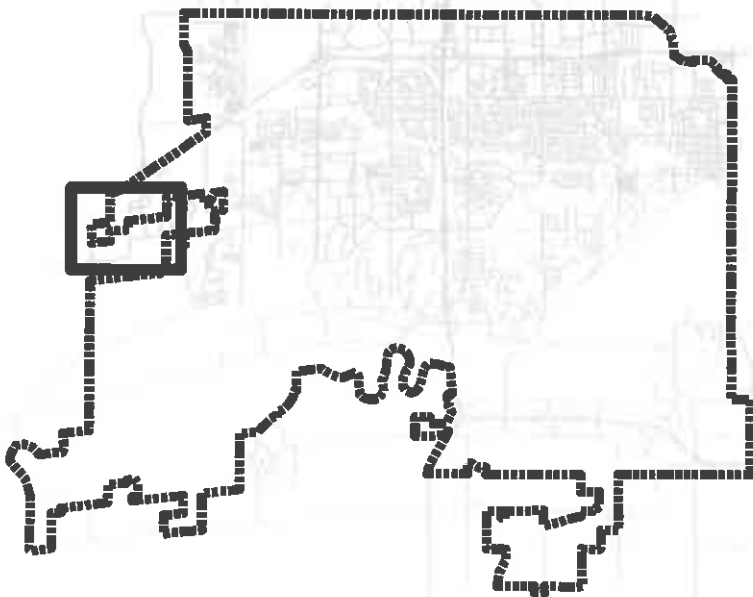


Date: December 1, 2016

H. Robert Veenstra Jr.
 H. Robert Veenstra Jr., P.E.
 Iowa License No. 9037
 My License Renewal Date is December 31, 2016



VICINITY MAP



LEGEND

PROJECT LOCATION 

EXISTING SEWER 



PROJECT:

Grand Avenue West Segment 6F Sewer Extension

LOCATION:

335th Street & Wendover Road

DRAWN BY: JDR

DATE: 11/17/2016

PROJECT: 0510-074-2015

SHT. 1 of 1

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

ITEM:

DATE: November 28, 2016

Resolution - Ordering Construction
Public Safety Station 21 HVAC Improvements

FINANCIAL IMPACT:

The Engineering Estimate of Construction Cost for the Public Safety Station 21 HVAC Improvements is \$880,000.00. Payments will be made from budgeted account no. 500.000.000.5250.490 with the ultimate funding intended to come from General Obligation Bonds.

BACKGROUND:

The Project consists of the replacement of the mechanical systems serving the normally occupied areas of Public Safety Station 21 located at 3421 Ashworth Road.

A Bid Letting should be scheduled for 2:00 p.m. on Wednesday, December 21, 2016, and a Public Hearing on the project should be scheduled for 5:35 p.m. on Tuesday, December 27, 2016. The contract would be awarded on Tuesday, December 27, 2016, and work will begin shortly thereafter. The project is anticipated to be completed by May 19, 2017. Because there was no Public Services subcommittee meeting November 21, 2016, this agenda item was distributed to the subcommittee by e-mail on that date.

OUTSTANDING ISSUES:

None.

RECOMMENDATION:

- City Council Adopt:
- Resolution Ordering Construction of the Public Safety Station 21 HVAC Improvements.
 - Fixing 2:00 p.m. on Wednesday, December 21, 2016, as the time and date for project Bid Letting.
 - Ordering the City Clerk to publish notice of Letting and Public Hearing.

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

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

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

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

**Public Safety Station 21 HVAC Improvements
Project No. 0510-058-2015**

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

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

BE IT FURTHER RESOLVED, that the City Clerk is hereby directed to publish notice of hearing on the Plans and Specifications, Form of Contract, Bid Security and Estimate of Costs for said project to be held at 5:35 p.m. on Tuesday, December 27, 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, December 21, 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, December 21, 2016, and the results of said bids shall be considered at a meeting of this Council on Tuesday, December 27, 2016, at 5:35 p.m. and acted upon at said time, or such time as may then be fixed.

PASSED AND APPROVED this 28th day of November, 2016.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

West Des Moines Public Safety Station 18 - HVAC Improvements

11/18/2016



RESOURCE CONSULTING ENGINEERS LLC

Project Opinion of Cost					
Proposal Item No.	Description	Unit	Quantity	Cost	Notes
1	HVAC Improvements (Base Bid)	Lump Sum	1	\$ 880,000.00	
2	Alternate 1 - Alternate Building Automation System Manufacturer	Lump Sum	1	\$ -	1
Base Bid:				\$ 880,000.00	
Base Bid with Alternate 1:				\$ 880,000.00	

NOTES:

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

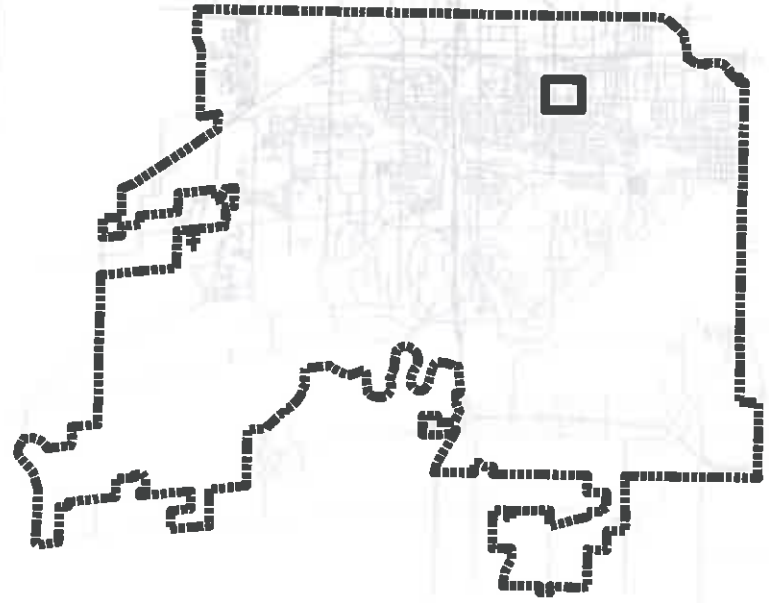
COREY BENTON METZGER
21049
IOWA
11/19/2016

Disclaimer:

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



VICINITY MAP



LEGEND

PROJECT LOCATION 



PROJECT:	Public Safety Station 21 HVAC Improvements		
LOCATION:	Valley West Drive & Ashworth Road		
DRAWN BY: JDR	DATE: 11/7/2016	PROJECT: 0510-058-2015	SHT. 1 of 1

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

DATE: November 28, 2016

ITEM:

Resolution - Accepting Public Improvements
West Park Plat 1
Bishop Drive Extension

FINANCIAL IMPACT:

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

BACKGROUND:

Alliance Construction Group has substantially completed installation of paving, sanitary sewer, and storm sewer in accordance with the plans prepared by Snyder & Associates and the specifications of the City. These improvements were inspected by the City of West Des Moines.

This action will accept the public improvements and release the performance bond that was held by the City for the street paving. Because there was no Public Services subcommittee meeting November 21, 2016, this agenda item was distributed to the subcommittee by e-mail on that date.

OUTSTANDING ISSUES: None.

RECOMMENDATION:

City Council Adopt:

- Resolution Accepting Public Improvements for West Park Plat 1

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

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

**RESOLUTION
ACCEPTING PUBLIC IMPROVEMENTS**

WHEREAS, a Preliminary Plat for West Park Plat 1 was reviewed and approved by the City Council of West Des Moines, Iowa, at a meeting held on May 30, 2000 said Plat being described as follows:

Bishop Drive Extension

WHEREAS, a Final Plat for West Park Plat 1 was submitted for review by the City Council of West Des Moines, Iowa on June 12, 2000 and was found to be generally consistent with the Preliminary Plat for West Park Plat 1.

WHEREAS, the West Des Moines City Council adopted a Resolution which approved the Final Plat for West Park Plat 1 at their meeting on June 12, 2000 any conditions of approval and contingent upon construction and acceptance of all utilities; and

WHEREAS, on February 20, 2001 the Final Plat was released for recordation.

WHEREAS, on October 19, 2015 the Construction Plans were approved by the West Des Moines City Council.

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

Section 1: The public improvements for the Bishop Drive Extension Public Improvements are hereby accepted and are hereby dedicated for public purposes.

Section 2: The street paving performance bond accepted by the City Council on June 12, 2000, is hereby released for the public improvements of West Park Plat 1 - Bishop Drive.

PASSED AND APPROVED this 28th day of November, 2016.

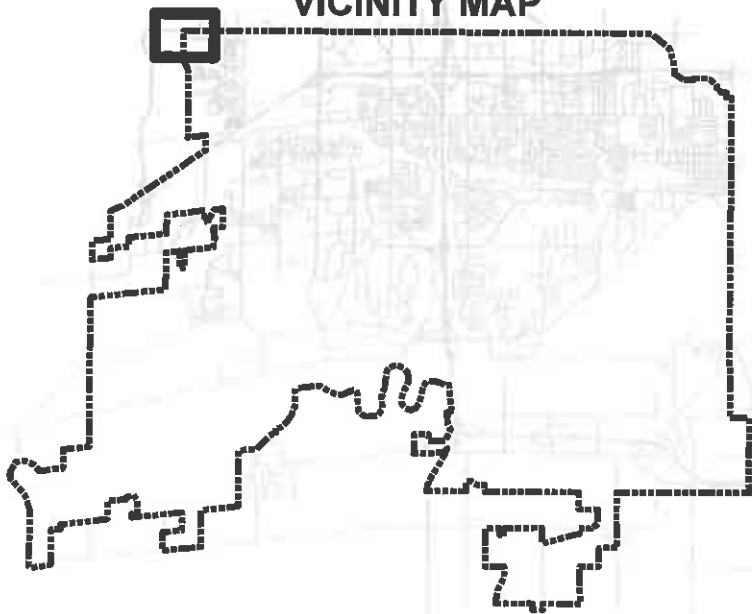
Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk



VICINITY MAP



LEGEND

PROJECT LOCATION



PROJECT:	Bishop Drive Extension		
LOCATION:	Bishop Drive & 98th Street		
DRAWN BY: JDR	DATE: 11/17/2016	PROJECT: West Park Plat 1	SHT. 1 of 1

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

DATE: November 28, 2016

ITEM:

Resolution – Authorizing the Applications for STBG Program Funding Des Moines Area Metropolitan Planning Organization

FINANCIAL IMPACT: Potentially up to \$10,197,450.

BACKGROUND:

The Des Moines Area Metropolitan Planning Organization (MPO) is currently accepting Surface Transportation Block Grant (STBG) funding applications from member governments, the Iowa Department of Transportation, and the Des Moines Metropolitan Transit Authority. Applications are due December 1, 2016. The STBG program was formerly known as the Surface Transportation Program, or STP. The MPO will evaluate applications during January and February 2017. The STBG funds will then be awarded to successful projects for Federal Fiscal Year 2021.

The STBG program requires the recipient of the funds to commit non-federal matching funds equal to at least 20 percent of the total project cost. The application currently indicates the City would commit 50% of the funds to each project.

Grand Avenue from 1st Street to 6th Street reconstruction project is recommended to be the top City priority for the STBG grant application. The City was awarded \$1,252,550 last year for FFY 2020 STP funds. Construction is anticipated to begin in 2019 or 2020. The second priority is Grand Prairie Parkway between Raccoon River Drive and Mills Civic Parkway. Because there was no Public Services subcommittee meeting November 21, 2016, this agenda item was distributed to the subcommittee by e-mail on that date.

OUTSTANDING ISSUES: None

RECOMMENDATION:

City Council Adopt:

- Resolution authorizing the applications for STBG Program funding.

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	(A)

PUBLICATION(S) (if applicable)	
Published in	
Date(s) Published	

SUBCOMMITTEE REVIEW			
Committee			
Date Reviewed			
Recommendation	Yes	No	Split

**RESOLUTION
AUTHORIZING THE APPLICATIONS FOR SURFACE TRANSPORTATION BLOCK GRANT
PROGRAM FUNDING**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA, AUTHORIZING THE SUBMISSION OF GRANT APPLICATIONS TO THE DES MOINES METROPOLITAN PLANNING ORGANIZATION FOR FEDERAL SURFACE TRANSPORTATION BLOCK GRANT PROGRAM FUNDING FOR FFY 2021.

WHEREAS, the City of West Des Moines is a full member of the Des Moines Area Metropolitan Planning Organization; and

WHEREAS, the Federal Surface Transportation Block Grant Program provides funding to local jurisdictions for the construction of eligible projects; and

WHEREAS, the program is administered by the Des Moines Area Metropolitan Planning Organization which prioritizes and ranks all project applications; and

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

SECTION 1. The City of West Des Moines supports and approves the applications for Federal Surface Transportation Block Grants for the projects identified in Exhibit A.

SECTION 2. The City of West Des Moines pledges matching funds for Federal funds received, as required by the Federal Surface Transportation Block Grant Program.

SECTION 3. The City of West Des Moines accepts and agrees to maintain improvements partially funded by the Federal Surface Transportation Block Grant Program for a minimum of twenty (20) years upon completion of the project.

SECTION 4. The City Council authorizes the Mayor to execute all pertinent documents on behalf of the City as they relate to the grant applications.

SECTION 5. The City Council directs staff to file applications for Surface Transportation Block Grant (STBG) program funding for Federal Fiscal Year 2021 with the Des Moines Metropolitan Planning Organization.

PASSED AND ADOPTED this **28th** day of **November, 2016**

Steven K. Gaer, Mayor

I HEREBY CERTIFY that the foregoing resolution was duly adopted by the City Council of the City of West Des Moines, Iowa, at a regular meeting held on November 28, 2016, by the following vote:

ATTEST:

Ryan Jacobson, City Clerk

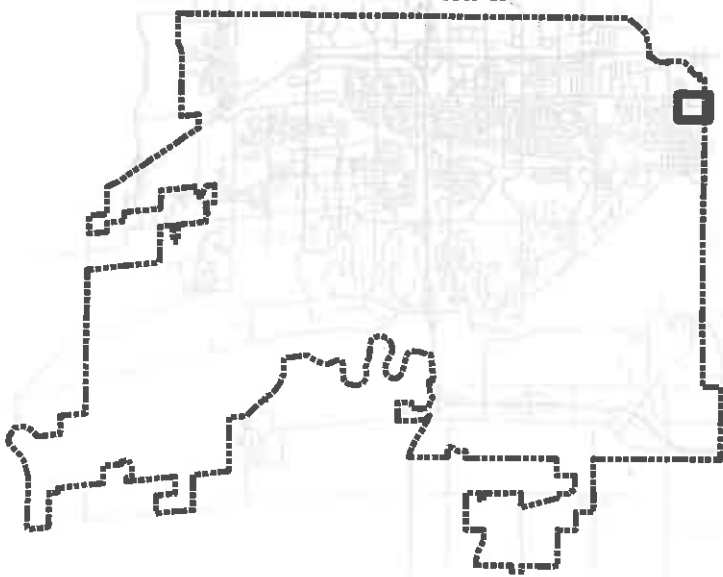
Exhibit A

**City of West Des Moines
Surface Transportation Program Applications
November 2016
For Federal Fiscal Year 2021**

Surface Transportation Program	Total Est. Cost	STP/STP TE Funds Already Awarded	Max STP/STP TE Funds Request	City Match	Match Percent
Grand Avenue Widening – 1 st Street to 6 th Street	\$6,900,000	\$1,252,550	\$2,197,450	\$3,450,000	50%
South Grand Prairie Parkway – Raccoon River Drive to Mills Civic Parkway	\$16,000,000	\$0	\$8,000,000	\$8,000,000	50%



VICINITY MAP

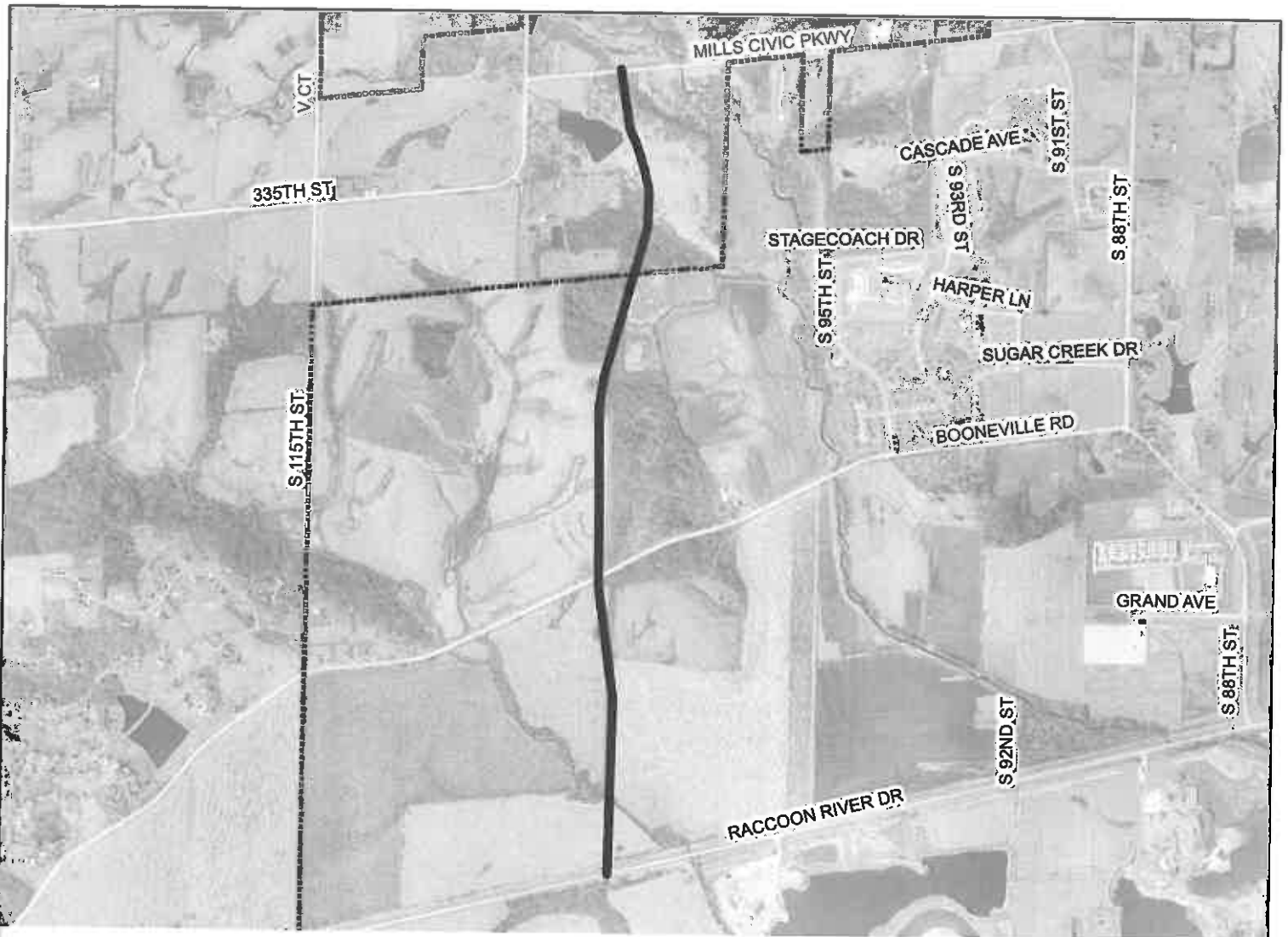


LEGEND

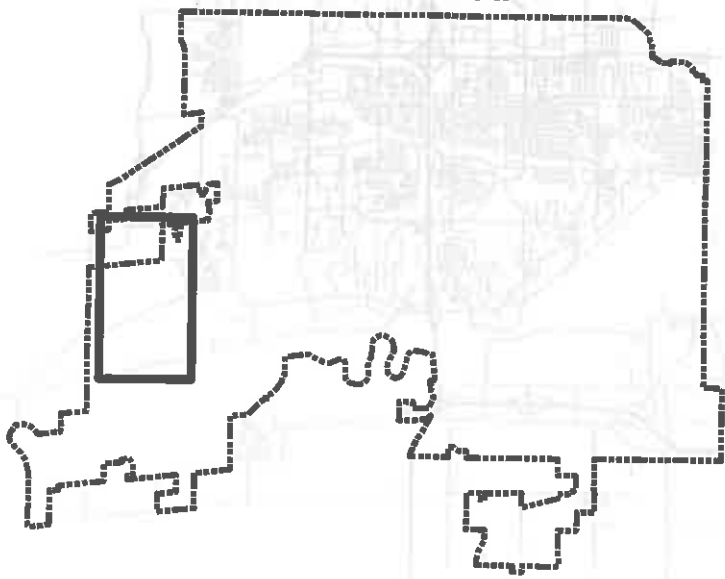
PROJECT LOCATION 



PROJECT:	Surface Transportation Block Grant Program		
LOCATION:	Grand Avenue, 1st Street to 6th Street		
DRAWN BY: JDR	DATE: 11/21/2016	PROJECT: STBGP	SHT. 1 of 1



VICINITY MAP



LEGEND

PROJECT LOCATION 



PROJECT:	Surface Transportation Block Grant Program		
LOCATION:	Grand Prairie Parkway, Mills Civic Parkway to Raccoon River Drive		
DRAWN BY: JDR	DATE: 11/21/2016	PROJECT: STBGP	SHT. 1 of 1

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

DATE: November 28, 2016

ITEM:

Resolution - Approving Professional Services Agreement
2017 PCC Patching & Medians Program
I+S Group, Inc.

FINANCIAL IMPACT:

The cost of the Professional Services Agreement associated with the design of this project is anticipated not to exceed \$86,300.00 for Basic Services. In addition, the cost for performing Resident Consultant Services will not exceed \$61,900.00. Should the cost for the professional services be projected to exceed the amounts set forth in the contract, staff would not authorize such expenditures without further approval by the City Council. All work will be billed on an hourly basis using the established hourly fee structure as set forth in the contract. All costs for these services can be paid from budgeted account no. 500.000.000.5250.495 with the ultimate funding intended to come from Road Use Tax.

BACKGROUND:

Approval of this action authorizes I+S Group, Inc. to perform the professional services necessary for the 2017 PCC Patching & Medians Program at various locations throughout the City. The area that will be targeted is depicted on the attached vicinity map.

The Engineering Services Department retains professional consultants based on their past work experience, qualifications of their staff, familiarity with the project, manpower availability, and past performance. Once a firm has been selected based on the above criteria, City staff then negotiates a fee with the consultant for performing the desired scope of services. City staff attempts, whenever feasible, to distribute professional services work on an equitable basis to qualified firms maintaining local metropolitan area offices who have expressed interest in working for the City of West Des Moines. Because there was no Public Services subcommittee meeting November 21, 2016, this agenda item was distributed to the subcommittee by e-mail on that date.

OUTSTANDING ISSUES: None

RECOMMENDATION:

City Council Adopt:

- Resolution Approving Professional Services Agreement.

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

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

Resolution Approving Professional Services Agreement

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

**2017 PCC Patching & Medians Program
Project No. 0510-002-2017**

and,

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

WHEREAS, Engineering Services Department staff have recommended Plans, Specifications, Form of Contract, and Estimate of Cost be prepared by I+S Group, Inc., and,

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

Basic Services of the Consultant	\$ 86,300.00
Resident Consultant Services	<u>\$ 61,900.00</u>
Total	\$148,200.00

therefore,

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

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

PASSED AND APPROVED this 28th day of November, 2016.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This Agreement is made and entered into this _____ day of _____, 2016, by and between the CITY OF WEST DES MOINES, a municipal corporation, hereinafter referred to as "City", and _____ I+S Group, Inc. (ISG) _____ (Fed. I.D. # 41-0995051), a professional corporation incorporated and licensed under the laws of the State of Minnesota, party of the second part, hereinafter referred to as "Consultant" as follows:

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

1. SCOPE OF SERVICES

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

2017 PCC Patching & Medians Program 0510-002-2017

2. SCHEDULE

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

3. COMPENSATION

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

I. Basic Services of the Consultant	\$86,300
II. Resident Consultant Services	<u>\$61,900</u>
Total of Services	\$148,200

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

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

4. INSURANCE

A. Consultant understands and agrees that Consultant shall have no right of coverage under any and all existing or future City comprehensive, self or personal injury policies. Consultant shall provide insurance coverage for and on behalf of Consultant that will sufficiently protect Consultant or

Consultant' representative(s) in connection with the professional services which are to be provided by Consultant pursuant to this Agreement, including protection from claims for bodily injury, death, property damage, and lost income. Consultant shall provide worker's compensation insurance coverage for Consultant and all Consultant's personnel. Consultant shall file applicable insurance certificates with the City, and shall also provide evidence of the following additional coverage.

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

5. NOTICE

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

FOR THE CITY:

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

FOR THE CONSULTANT:

Name: ISG
Attn: Derek Johnson, Associate Principal
Address: 508 East Locust Street
City, State: Des Moines, IA 50309

6. GENERAL COMPLIANCE

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

7. STANDARD OF CARE

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

8. INDEPENDENT CONTRACTOR

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

9. NON-DISCRIMINATION

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

10. HOLD HARMLESS

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

11. ASSIGNMENT

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

12. APPROPRIATION OF FUNDS

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

13. AUTHORIZED AMENDMENTS TO AGREEMENT

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

any additional compensable work performed under this Agreement. The Consultant expressly waives any right to additional compensation, whether in law or equity, unless prior to commencing the additional work the Consultant was given a written amendment, order or directive describing the additional compensable work to be performed and setting forth the amount of compensation to be paid, such amendment, order or directive to be signed by the authorized City representative. It is the Consultant's sole responsibility to know, determine, and ascertain the authority of the City representative signing any amendment, directive or order.

14. OWNERSHIP OF CONSULTING DOCUMENTS

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

15. INTERPRETATION

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

16. COMPLIANCE WITH FEDERAL LAW

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

17. SOLICITATION AND PERFORMANCE

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

18. SUSPENSION AND TERMINATION OF AGREEMENT

- A. The right is reserved by the City to suspend this Agreement at any time. Such suspension may be effected by the City giving written notice to the Consultant, and shall be effective as of the date established in the suspension notice. Payment for Consultant's services shall be made by the City for services performed to the date established in the suspension notice. Should the City reinstate the work after notice of suspension, such reinstatement may be accomplished by thirty (30) days written notice within a period of six (6) months after such suspension, unless this period is extended by written consent of the Consultant.
- B. Upon ten (10) days written notice to the Consultant, the City may terminate the Agreement at any time if it is found that reasons beyond the control of either the City or Consultant make it impossible or against the City's interest to complete the Agreement. In such case, the Consultant

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

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

19. TAXES

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

20. SEVERABILITY

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

21. MISCELLANEOUS HEADINGS

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

22. FURTHER ASSURANCES

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

23. COUNTERPARTS

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

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

CONSULTANT

CITY OF WEST DES MOINES

BY: 

BY: _____

Derek A. Johnson, Associate Principal

Ryan T. Jacobson, City Clerk

ATTACHMENT 1

SCOPE OF SERVICES

Basic Services of the Consultant

- Field review and assessment of the streets to be identified by the City of West Des Moines staff for the 2017 PCC patching and medians program. It is understood the total project budget is \$1,014,708.22.
- Preparation of Specifications and Construction Documents per guidance provided by City of West Des Moines Engineering staff on November 3, 2016.
- Coordination and meetings with City Staff and other stakeholders as required. Assume 6 meetings.
- Preparation of bid notices, handling bidding inquiries, attending bid letting, reviewing bids and compiling bid tabulation, securing contracts and performance bond, obtaining certificates of insurance, coordinating with utilities.
- Consultant will schedule and lead a pre-construction meeting.
- Preparation of pay applications and any change orders.

Resident Consultant Services

- Provide a Resident Project Representative (RPR) to City Staff in observing the progress and quality of work. The RPR will act as directed and by and under the supervision of the Engineer and City Staff and will confer with City Staff to provide weekly progress updates and identify any issues that develop during construction
- For the purposes of this proposal it is assumed that the RPR will provide 30 hours of service per week during construction, and that construction will span 18 weeks.
- The RPR will attend meetings with the contractor and City staff as requested, review shop drawings, prepare pay applications and any change orders, provides daily reports/log books of construction activities, prepare punch list, and furnish periodic reports to City staff as required.
- The RPR will maintain construction documentation and at the completion of the project will provide copies of all project documentation to City staff.
- The RPR will provide proper notification to impacted businesses and residents
- Provide a single point of contact for City staff to address construction concerns and inquiries from residents and track responses to City staff.

ATTACHMENT 2
PROJECT SCHEDULE

November 2016	Consultant Services Agreement presented to City Council for consideration
December 2016	Complete Patching Assessment
February 2017	Submit 60% Specifications and Construction Documents to City Staff for review and comment.
March 2016	Submit 90% Specifications and Construction Documents to City Staff for review and comment.
April 2017	Bid Letting.
May 2017	Start of construction
December 2017	80% Construction Completion
June 2018	Project Completion

ATTACHMENT 3

2016 Standard Hourly Rates

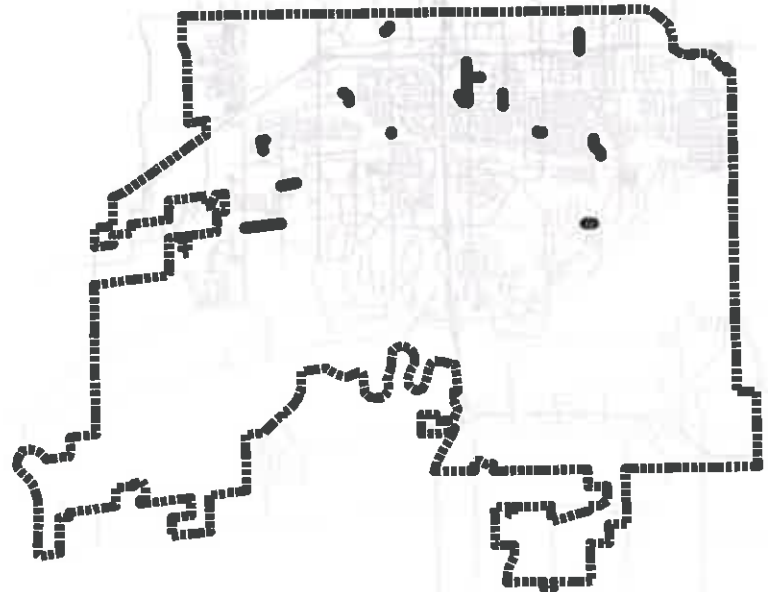
Rates effective as of January 1, 2016 and are subject to change on an annual basis.



EMPLOYEE TYPE	HOURLY RATE	EMPLOYEE TYPE	HOURLY RATE
<u>Support/Marketing/Development Professional</u>		<u>Landscape Architect</u>	
I - IV	\$48 - 123	I - IV	\$85 - 123
<u>Architect</u>		<u>Mechanical/Electrical Engineering Technician</u>	
I - IV	\$80 - 117	I - IV	\$72 - 117
<u>Architectural Technician</u>		<u>Mechanical Engineer</u>	
I - IV	\$72 - 95	I - IV	\$88 - 140
<u>Civil Engineer</u>		<u>Planner</u>	
I - IV	\$89 - 140	I - IV	\$82 - 112
<u>Civil Engineering Technician</u>		<u>Project Manager</u>	
I - IV	\$70 - 92	I - IV	\$90 - 115
<u>Electrical Engineer</u>		<u>Structural Engineer</u>	
I - IV	\$88 - 140	I - IV	\$86 - 140
<u>Environmental Scientist/Engineer/Specialist/Operator</u>		<u>Senior Architect</u>	
I - IV	\$68 - 115		\$155 - 195
<u>GIS Specialist</u>		<u>Senior Engineer, All Classifications</u>	
I - IV	\$90 - 112		\$155 - 195
<u>Interior Designer</u>		<u>Expenses</u>	
I - IV	\$83 - 107	Survey Grade GPS/Robotics	\$45
<u>Land Surveyor</u>		Mapping Grade GPS	\$15
I - IV	\$83 - 123	3D Laser Scanner	\$50
<u>Land Surveying Technician</u>		All-Terrain Vehicle	\$20
I - IV	\$66 - 90	Mileage is billed at the IRS allowable rate	
		Consultant subcontracts are billed at cost +10%	

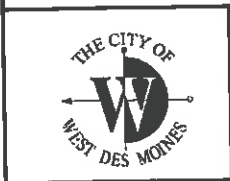


VICINITY MAP



LEGEND

PROJECT LOCATION



PROJECT:	2017 PCC Patching & Medians Program		
LOCATION:	Various Locations Around WDM		
DRAWN BY: JDR	DATE: 11/17/2016	PROJECT: 0510-002-2017	SHT. 1 of 1

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

DATE: November 28, 2016

ITEM:

Resolution - Approving Professional Services Agreement
2017 HMA Resurfacing Program
I+S Group, Inc.

FINANCIAL IMPACT:

The cost of the Professional Services Agreement associated with the design of this project is anticipated not to exceed \$141,500.00 for Basic Services. In addition, the cost for performing Resident Consultant Services will not exceed \$86,500.00. Should the cost for the professional services be projected to exceed the amounts set forth in the contract, staff would not authorize such expenditures without further approval by the City Council. All work will be billed on an hourly basis using the established hourly fee structure as set forth in the contract. All costs for these services can be paid from budgeted account no. 500.000.000.5250.495 with the ultimate funding intended to come from Road Use Tax.

BACKGROUND:

Approval of this action authorizes I+S Group, Inc. to perform the professional services necessary for the 2017 HMA Resurfacing Program at various locations throughout the City. The area that will be targeted is depicted on the attached vicinity map.

The Engineering Services Department retains professional consultants based on their past work experience, qualifications of their staff, familiarity with the project, manpower availability, and past performance. Once a firm has been selected based on the above criteria, City staff then negotiates a fee with the consultant for performing the desired scope of services. City staff attempts, whenever feasible, to distribute professional services work on an equitable basis to qualified firms maintaining local metropolitan area offices who have expressed interest in working for the City of West Des Moines. Because there was no Public Services subcommittee meeting November 21, 2016, this agenda item was distributed to the subcommittee by e-mail on that date.

OUTSTANDING ISSUES: None

RECOMMENDATION:

City Council Adopt:

- Resolution Approving Professional Services Agreement.

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

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

Resolution Approving Professional Services Agreement

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

**2017 HMA Resurfacing Program
Project No. 0510-003-2017**

and,

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

WHEREAS, Engineering Services Department staff have recommended Plans, Specifications, Form of Contract, and Estimate of Cost be prepared by I+S Group, Inc., and,

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

Basic Services of the Consultant	\$141,500.00
Resident Consultant Services	<u>\$ 86,500.00</u>
Total	\$228,000.00

therefore,

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

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

PASSED AND APPROVED this 28th day of November, 2016.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This Agreement is made and entered into this _____ day of _____, 2016, by and between the CITY OF WEST DES MOINES, a municipal corporation, hereinafter referred to as "City", and I+S Group, Inc. (ISG) (Fed. I.D. # 41-0995051), a professional corporation incorporated and licensed under the laws of the State of Minnesota, party of the second part, hereinafter referred to as "Consultant" as follows:

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

1. SCOPE OF SERVICES

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

2017 HMA Resurfacing Program 0510-003-2017

2. SCHEDULE

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

3. COMPENSATION

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

I. Basic Services of the Consultant	\$141,500
II. Resident Consultant Services	\$86,500
Total of Services	\$228,000

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

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

4. INSURANCE

A. Consultant understands and agrees that Consultant shall have no right of coverage under any and all existing or future City comprehensive, self or personal injury policies. Consultant shall provide insurance coverage for and on behalf of Consultant that will sufficiently protect Consultant or

Consultant' representative(s) in connection with the professional services which are to be provided by Consultant pursuant to this Agreement, including protection from claims for bodily injury, death, property damage, and lost income. Consultant shall provide worker's compensation insurance coverage for Consultant and all Consultant's personnel. Consultant shall file applicable insurance certificates with the City, and shall also provide evidence of the following additional coverage.

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

5. NOTICE

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

FOR THE CITY:

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

FOR THE CONSULTANT:

Name: ISG
Attn: Derek Johnson, Associate Principal
Address: 508 East Locust Street
City, State: Des Moines, IA 50309

6. GENERAL COMPLIANCE

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

7. STANDARD OF CARE

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

8. INDEPENDENT CONTRACTOR

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

9. NON-DISCRIMINATION

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

10. HOLD HARMLESS

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

11. ASSIGNMENT

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

12. APPROPRIATION OF FUNDS

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

13. AUTHORIZED AMENDMENTS TO AGREEMENT

- A. The Consultant and the City acknowledge and agree that no amendment to this Agreement or other form, order or directive may be issued by the City which requires additional compensable work to be performed if such work causes the aggregate amount payable under the amendment, order or directive to exceed the amount appropriated for this Agreement as listed in Section 3, above, unless the Consultant has been given a written assurance by the City that lawful appropriation to cover the costs of the additional work has been made.
- B. The Consultant and the City further acknowledge and agree that no amendment to this Agreement or other form, order or directive which requires additional compensable work to be performed under this Agreement shall be issued by the City unless funds are available to pay

such additional costs, and the Consultant shall not be entitled to any additional compensation for any additional compensable work performed under this Agreement. The Consultant expressly waives any right to additional compensation, whether in law or equity, unless prior to commencing the additional work the Consultant was given a written amendment, order or directive describing the additional compensable work to be performed and setting forth the amount of compensation to be paid, such amendment, order or directive to be signed by the authorized City representative. It is the Consultant's sole responsibility to know, determine, and ascertain the authority of the City representative signing any amendment, directive or order.

14. OWNERSHIP OF CONSULTING DOCUMENTS

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

15. INTERPRETATION

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

16. COMPLIANCE WITH FEDERAL LAW

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

17. SOLICITATION AND PERFORMANCE

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

18. SUSPENSION AND TERMINATION OF AGREEMENT

- A. The right is reserved by the City to suspend this Agreement at any time. Such suspension may be effected by the City giving written notice to the Consultant, and shall be effective as of the date established in the suspension notice. Payment for Consultant's services shall be made by the City for services performed to the date established in the suspension notice. Should the City reinstate the work after notice of suspension, such reinstatement may be accomplished by thirty (30) days written notice within a period of six (6) months after such suspension, unless this period is extended by written consent of the Consultant.
- B. Upon ten (10) days written notice to the Consultant, the City may terminate the Agreement at any time if it is found that reasons beyond the control of either the City or Consultant make it impossible or against the City's interest to complete the Agreement. In such case, the Consultant

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

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

19. TAXES

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

20. SEVERABILITY

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

21. MISCELLANEOUS HEADINGS

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

22. FURTHER ASSURANCES

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

23. COUNTERPARTS

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

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

CONSULTANT

BY:  _____
Derek A. Johnson, Associate Principal

CITY OF WEST DES MOINES

BY: _____
Ryan T. Jacobson, City Clerk

ATTACHMENT 1

SCOPE OF SERVICES

Basic Services of the Consultant

- Field review and assessment of the streets to be identified by the City of West Des Moines staff for the 2017 HMA Resurfacing Program. It is understood the total project budget is \$2,181,603.50.
- Preparation of Specifications and Construction Documents per guidance provided by City of West Des Moines Engineering staff on November 3, 2016.
- Coordination and meetings with City Staff and other stakeholders as required. Assume 6 meetings.
- Preparation of bid notices, handling bidding inquiries, attending bid letting, reviewing bids and compiling bid tabulation, securing contracts and performance bond, obtaining certificates of insurance, coordinating with utilities.
- Consultant will schedule and lead a pre-construction meeting.
- Preparation of pay applications and any change orders.

Resident Consultant Services

- Provide a Resident Project Representative (RPR) to City Staff in observing the progress and quality of work. The RPR will act as directed and by and under the supervision of the Engineer and City Staff and will confer with City Staff to provide weekly progress updates and identify any issues that develop during construction
- For the purposes of this proposal it is assumed that the RPR will provide 35 hours of service per week during construction, and that construction will span 20 weeks.
- The RPR will attend meetings with the contractor and City staff as requested, review shop drawings, prepare pay applications and any change orders, provides daily reports/log books of construction activities, prepare punch list, and furnish periodic reports to City staff as required.
- The RPR will maintain construction documentation and at the completion of the project will provide copies of all project documentation to City staff.
- The RPR will provide proper notification to impacted businesses and residents
- Provide a single point of contact for City staff to address construction concerns and inquiries from residents and track responses to City staff.

ATTACHMENT 2
PROJECT SCHEDULE

November 2016	Consultant Services Agreement presented to City Council for consideration
December 2016	Complete HMA Assessment
February 2017	Submit 60% Specifications and Construction Documents to City Staff for review and comment.
March 2016	Submit 90% Specifications and Construction Documents to City Staff for review and comment.
April 2017	Bid Letting.
May 2017	Start of construction
December 2017	Project Completion

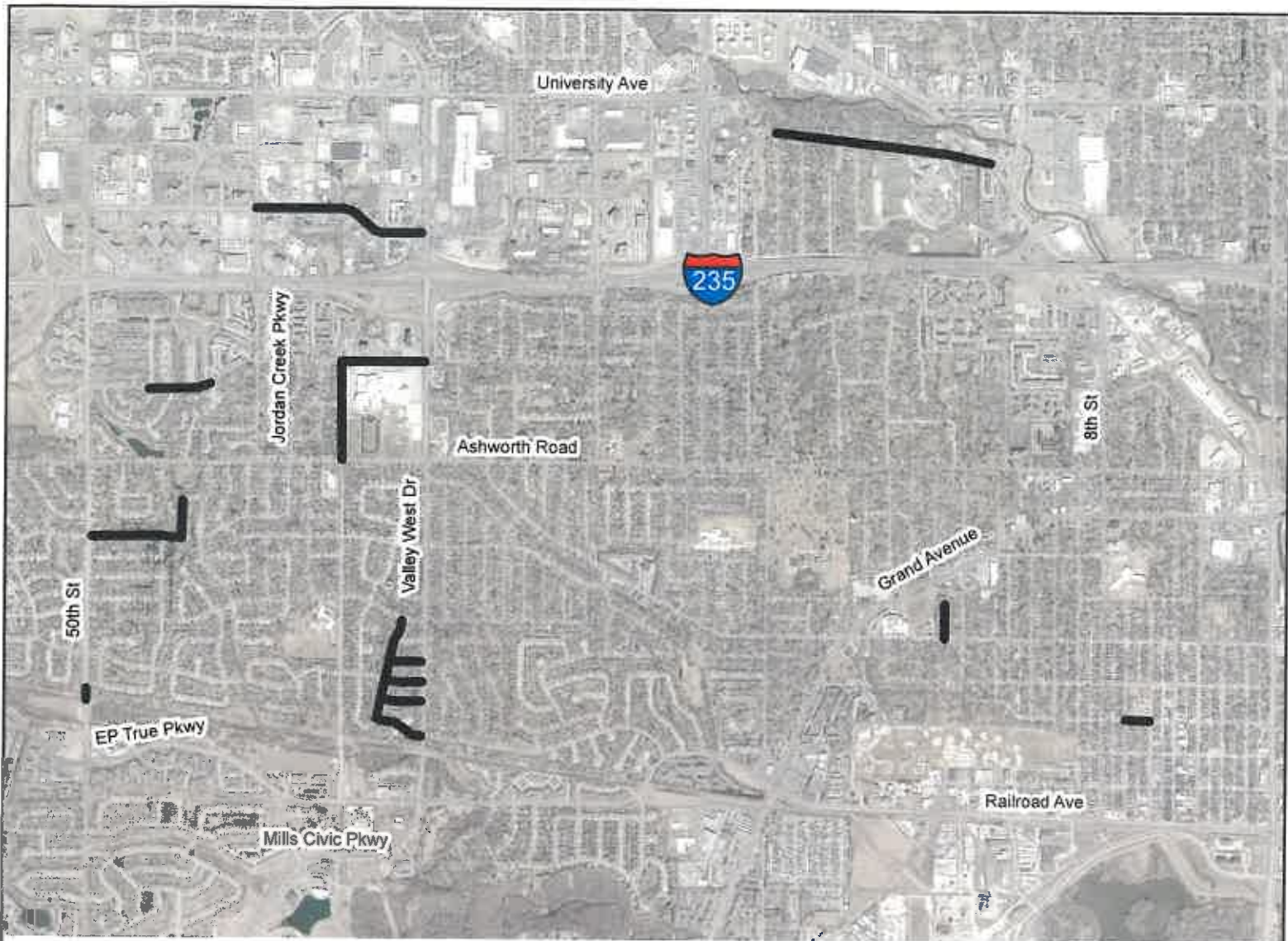
ATTACHMENT 3

2016 Standard Hourly Rates

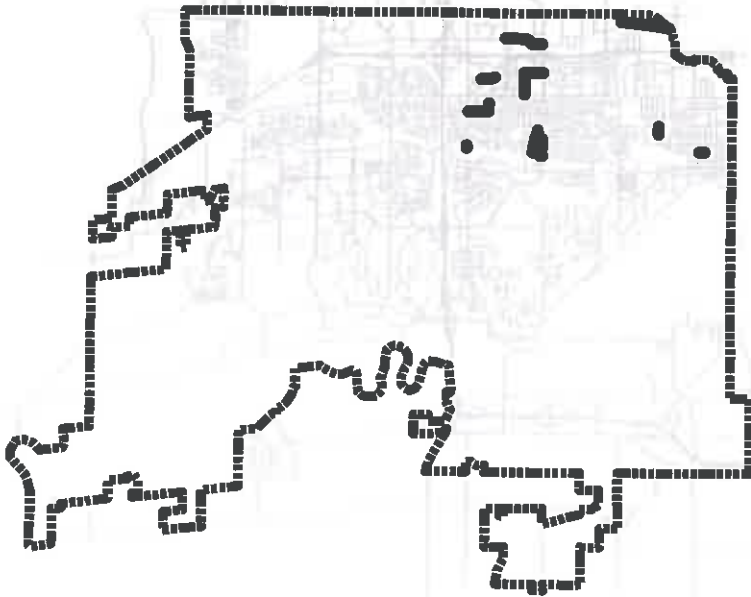
Rates effective as of January 1, 2016 and are subject to change on an annual basis.



EMPLOYEE TYPE	HOURLY RATE	EMPLOYEE TYPE	HOURLY RATE
Support/Marketing/Development Professional		Landscape Architect	
I - IV	\$48 - 123	I - IV	\$85 - 123
Architect		Mechanical/Electrical Engineering Technician	
I - IV	\$80 - 117	I - IV	\$72 - 117
Architectural Technician		Mechanical Engineer	
I - IV	\$72 - 95	I - IV	\$88 - 140
Civil Engineer		Planner	
I - IV	\$89 - 140	I - IV	\$82 - 112
Civil Engineering Technician		Project Manager	
I - IV	\$70 - 92	I - IV	\$90 - 115
Electrical Engineer		Structural Engineer	
I - IV	\$88 - 140	I - IV	\$86 - 140
Environmental Scientist/Engineer/Specialist/Operator		Senior Architect	
I - IV	\$68 - 115		\$155 - 195
GIS Specialist		Senior Engineer, All Classifications	
I - IV	\$90 - 112		\$155 - 195
Interior Designer		Expenses	
I - IV	\$83 - 107	Survey Grade GPS/Robotics	\$45
Land Surveyor		Mapping Grade GPS	\$15
I - IV	\$83 - 123	3D Laser Scanner	\$50
Land Surveying Technician		All-Terrain Vehicle	\$20
I - IV	\$66 - 90	Mileage is billed at the IRS allowable rate	
		Consultant subcontracts are billed at cost +10%	



VICINITY MAP



LEGEND

PROJECT LOCATION 



PROJECT:

2017 HMA Resurfacing Program

LOCATION:

Various Locations Around WDM

DRAWN BY: JDR

DATE: 11/17/2016

PROJECT: 0510-003-2017

SHT. 1 of 1

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

DATE: November 28, 2016

ITEM:

Resolution - Approving Professional Services Agreement
City Hall Suite 1E Improvements
Benjamin Design Collaborative, P.C.

FINANCIAL IMPACT:

The cost of the Professional Services Agreement associated with the design of this project is anticipated not to exceed \$21,600.00 for Basic Services. In addition, the cost for performing Resident Consultant Services will not exceed \$6,800.00. Should the cost for the professional services be projected to exceed the amounts set forth in the contract, staff would not authorize such expenditures without further approval by the City Council. All work will be billed on an hourly basis using the established hourly fee structure as set forth in the contract. All costs for these services can be paid from account no. 500.000.000.5250.495. Funding source is to be determined, and will require a future budget amendment

BACKGROUND:

Approval of this action authorizes Benjamin Design Collaborative, P.C. to perform the professional services necessary for the remodel of Suite 1E at City Hall to accommodate the expansion of the Engineering Services Department into this work space after the ITS staff are relocated to the Human Services building.

The Engineering Services Department retains professional consultants based on their past work experience, qualifications of their staff, familiarity with the project, manpower availability, and past performance. Once a firm has been selected based on the above criteria, City staff then negotiates a fee with the consultant for performing the desired scope of services. City staff attempts, whenever feasible, to distribute professional services work on an equitable basis to qualified firms maintaining local metropolitan area offices who have expressed interest in working for the City of West Des Moines. Because there was no Public Services subcommittee meeting November 21, 2016, this agenda item was distributed to the subcommittee by e-mail on that date.

OUTSTANDING ISSUES: None

RECOMMENDATION:

City Council Adopt:

- Resolution Approving Professional Services Agreement.

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

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

Resolution Approving Professional Services Agreement

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

**City Hall Suite 1E Improvements
Project No. 0510-037-2016**

and,

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

WHEREAS, Engineering Services Department staff have recommended Plans, Specifications, Form of Contract, and Estimate of Cost be prepared by Benjamin Design Collaborative, P.C., and,

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

Basic Services of the Consultant	\$21,600.00
Resident Consultant Services	<u>\$ 6,800.00</u>
Total	\$28,400.00

therefore,

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

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

PASSED AND APPROVED this 28th day of November, 2016.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This Agreement is made and entered into this _____ day of November, 2016, by and between the CITY OF WEST DES MOINES, a municipal corporation, hereinafter referred to as "City", and Benjamin Design Collaborative, P.C., (Fed. I.D. # _____ 01-0789077), a professional corporation incorporated and licensed under the laws of the State of Iowa, party of the second part, hereinafter referred to as "Consultant" as follows:

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

1. SCOPE OF SERVICES

Services provided under this Agreement shall be for the City Hall Suite 1E Improvements (Project No. 0510-037-~~2016~~) and as further described in Attachment 1, Scope of Services.

2. SCHEDULE

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

3. COMPENSATION

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

I. Basic Services of the Consultant	\$21,600.00
II. Resident Consultant Services	<u>\$6,800.00</u>
Total Amount of Services	\$28,400.00

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

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

4. INSURANCE

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

insurance coverage for Consultant and all Consultant's personnel. Consultant shall file applicable insurance certificates with the City, and shall also provide evidence of the following additional coverage.

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

5. NOTICE

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

FOR THE CITY:

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

FOR THE CONSULTANT:

Name: Benjamin Design Collaborative
Attn: John Lott, President
Address: 401 Clark Avenue, Suite 200
City, State: Ames, IA

6. GENERAL COMPLIANCE

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

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

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

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

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

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- B. The Consultant and the City further acknowledge and agree that no amendment to this Agreement or other form, order or directive which requires additional compensable work to be performed under this Agreement shall be issued by the City unless funds are available to pay such additional costs, and the Consultant shall not be entitled to any additional compensation for any additional compensable work performed under this Agreement. The Consultant expressly waives any right to additional compensation, whether in law or equity, unless prior to commencing the additional work the Consultant was given a written amendment, order or directive describing

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

14. OWNERSHIP OF CONSULTING DOCUMENTS

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

15. INTERPRETATION

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

16. COMPLIANCE WITH FEDERAL LAW

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

17. SOLICITATION AND PERFORMANCE

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

18. SUSPENSION AND TERMINATION OF AGREEMENT

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

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

19. TAXES

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

20. SEVERABILITY

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

21. MISCELLANEOUS HEADINGS

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

22. FURTHER ASSURANCES

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

23. COUNTERPARTS

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

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

CONSULTANT

BY: 
John Lott, AIA, President

CITY OF WEST DES MOINES

BY: _____
Ryan T. Jacobson, City Clerk



November 21, 2016

Attachment 1 Scope of Services

**City Hall Suite 1E Improvements
Project No.: 0510-037-2016
City of West Des Moines**

Professional Services

The following items listed are increases in scope beyond our original agreement:

- ▶ Visit the site to document existing conditions
- ▶ Prepare design solutions based on initial sketch provided.
- ▶ Review design solutions with Owner's Representative
- ▶ Complete Construction Documents and Opinion of Probable Cost based on Review
- ▶ Issue Documents for Bidding and Attend the Bid Opening
- ▶ Administer the Construction Contract: answer questions, review shop drawings, attend regular site visits, and oversee any potential changes in the Work

Scope of the Work to include the following:

- ▶ Redesign the office plan arrangement for Suite 1E, based on sketch provided by Brian Hemesath.
- ▶ Redesign the conference wall and entrances in Suite 2E, based on sketch provided.
- ▶ Redesign of the HVAC, plumbing, sprinkler and electrical systems in areas directly affected by the remodeling.
- ▶ Preparation of bidding documents, opinions of probable cost, and establishing a bid date through the City Clerk's office.
- ▶ Answer contractor's questions, prepare addenda and attend the bid opening.
- ▶ Provide contract coordination during the construction process.

Services will be provided on an hourly basis with a not to exceed cap. Fee Breakdown is as follows:

▶ Basic Services	\$21,600.00
▶ Resident Consultant Services	\$6,800.00

Benjamin Design Collaborative
401 Clark Avenue, Suite 200 ■ Ames, Iowa 50010 ■ 515-232-0888 ■ Fax 515-232-0882



November 21, 2016

Attachment 2 Anticipated Schedule

**City Hall Suite 1E Improvements
Project No.: 0510-037-2016
City of West Des Moines**

The following schedule is developed as a guide for coordination of events surrounding the implementation of the total Project. This schedule is not final, but was created to be used as a baseline to organize other parties and events where input is needed:

November 22	Review scope of Work and begin Schematic Design and Engineering Review.
December 12	Review of bidding documents 50% completed, and Opinion of Probable Cost.
January 9, 2017	Review of bidding documents 95% completed, and revised Opinion of Probable Cost.
January 30	Documents ready for bidding.
Late February	Bid Opening.
Mid to Late March	Notice to Proceed - with start date after IT moves out.

Anticipated completion time for Resident Services after receiving approval to proceed with the project will be somewhat dependent on the contractor chosen to complete the Work and their construction schedule:

Construction	9 - 12 weeks
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November 21, 2016

Attachment 3 Statement of Fees

City Hall Suite 1E Improvements
Project No.: 0510-037-2016
City of West Des Moines

We agree to perform Professional Services as stated in the Scope of Services on an Hourly Rate. The following current schedule of hourly rates are as follows:

Staff Hourly Billable Rates

Principal's Time	\$150.00 per hour
Architect's Time	\$110.00 per hour
Architectural Intern's Time	\$85.00 per hour
Technician's Time	\$55.00 per hour
Clerical Time	\$45.00 per hour

Reimbursable Costs

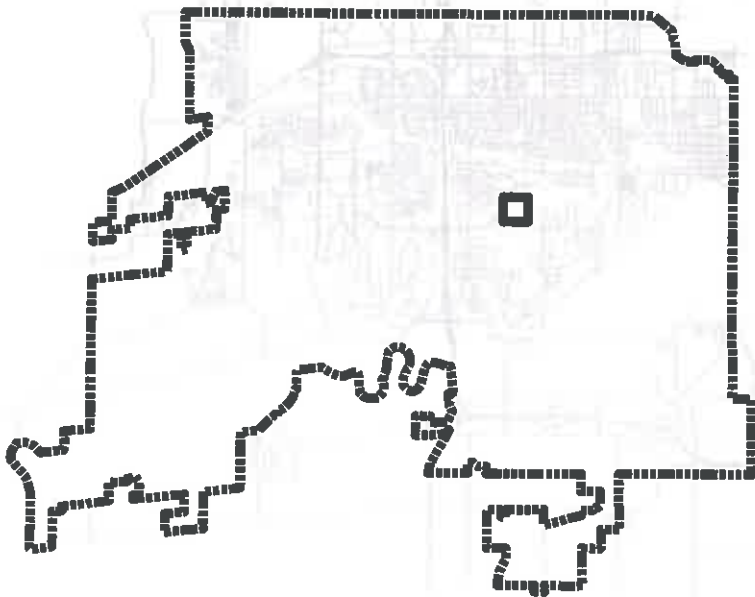
Mileage to and from Jobsite	<i>Due to the travel distance between Ames and West Des Moines, and the anticipated number of trips that will be required, we recommend a flat fee of \$40 per trip.</i>
Expenses of Sub-consultants	<i>Cost incurred plus 10% handling</i>
Postage and Shipping	<i>Cost incurred plus 10% handling</i>
Plots and Prints for Owner's Use	<i>Cost incurred plus 10% handling</i>
Copies	<i>Cost incurred plus 10% handling</i>
Phone Calls	<i>Included in Billable Rate</i>

**Note: The use of electronic distribution of documents is encouraged to minimize reimbursable costs.*

These rates are subject to annual review and revision, as per industry standard. If changes are required they would be presented to the Owner for written approval.



VICINITY MAP



LEGEND

PROJECT LOCATION



PROJECT:

City Hall Suite 1E Improvements

LOCATION:

West Des Moines City Hall

DRAWN BY: JDR

DATE: 11/15/2016

PROJECT: 0510-037-2016

SHT. 1 of 1

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

ITEM:

DATE: November 28, 2016

Resolution - Approving Professional Services Agreement
Right-of-Way Acquisition Services
JCG Land Services, Inc.

FINANCIAL IMPACT:

The cost of the Professional Services associated with Right-of-Way acquisition will not exceed \$510,000.00. Billings will be invoiced at the rates shown in the scope of services including expenses for ROW acquisition services and compensation estimating services. Costs for these services will be charged to the appropriate capital improvement accounts depending on the project. The accounts and ultimate funding sources will be determined by the Finance Director. Should the cost for the professional services be projected to exceed the amounts set forth in the contract, staff would not authorize such expenditures without further approval by the City Council.

BACKGROUND:

Approval of this action authorizes JCG Land Services, Inc. to perform the professional services necessary for property acquisitions and preparation of compensation estimates on behalf of the City for Capital Improvement Projects. Upon concurrence, the City Clerk is authorized to enter into the contract(s). The period of the contract(s) will not exceed 18 months unless agreed upon by both parties.

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

OUTSTANDING ISSUES: None.

RECOMMENDATION:

City Council Adopt:
- Resolution Approving Professional Services Agreement.

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

STAFF REVIEWS

Department Director	Duane C. Wittstock, City Engineer <i>new</i>
Appropriations/Finance	Tim Stiles, Finance Director <i>TS</i>
Legal	Richard Scieszinski, City Attorney <i>JBW</i>
Agenda Acceptance	<i>(initials)</i>

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Services		
Date Reviewed	November 7, 2016		
Recommendation	Yes	No	Split

Resolution Approving Professional Services Agreement

WHEREAS, funding is available for the following described capital improvement work:

**Right-of-Way Acquisition Services
Project No. 0030-030-2017**

and,

WHEREAS, the City from time-to-time has right-of-way acquisition needs associated with Capital Improvement Projects; and,

WHEREAS, Engineering Services Department staff have recommended the right-of-way acquisition and compensation estimate services be provided by a Real Estate professional, and,

WHEREAS, the Engineering Services Department has obtained a written proposal from JCG Land Services, Inc., to perform the work requested at an hourly rate not to exceed the amount shown below;

Basic Services of the Consultant \$ 510,000.00

Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA, that JCG Land Services, Inc. is hereby directed to perform the work for ROW acquisition services on an as-needed basis not to exceed a period of 18 months.

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

PASSED AND APPROVED this 28th day of November, 2016.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This Agreement is made and entered into this 14th day of November, 2016, by and between the CITY OF WEST DES MOINES, a municipal corporation, hereinafter referred to as "City", and JCG Land Services, Inc., (Fed. I.D. # 42-1448231), a professional corporation incorporated and licensed under the laws of the State of Iowa, party of the second part, hereinafter referred to as "Consultant" as follows:

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

1. SCOPE OF SERVICES

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

2. SCHEDULE

The schedule of the professional services to be performed shall be in general conformity with the sample tasks outlined in the Work Plan portion of the Scope of Services in Attachment 1. The City agrees that the Consultant is not responsible for delays arising from a change in the scope of services, a change in the scale of the Project or delays resulting from causes not directly or indirectly related to the actions of the Consultant.

3. COMPENSATION

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

I. Basic Services of the Consultant	<u>\$510,000.00</u>
II. Resident Consultant Services	\$ _____

- B. The Consultant shall invoice the City monthly for services, any reimbursable expenses and any approved amendments to this Agreement, based upon services actually completed at the time of the invoice. Final payment shall be due and payable within 30 days of the City's acceptance of Consultant's submission of final deliverables in accordance with the Scope of Services.
- C. In consideration of the compensation paid to the Consultant, the Consultant agrees to perform all professional services to the satisfaction of the City by performing the professional services in a manner consistent with that degree of care and skill ordinarily exercised by members of Consultant's profession currently practicing under similar circumstances. If the performance of this Agreement involves the services of others or the furnishing of equipment, supplies, or materials, the Consultant agrees to pay for the same in full.

4. INSURANCE

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

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

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

5. NOTICE

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

FOR THE CITY:

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

FOR THE CONSULTANT:

Name: JCG Land Services, Inc.
Attn: Jay P. Walton
Address: 1715 South G Avenue
City, State: Nevada, IA 50201

6. GENERAL COMPLIANCE

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

7. STANDARD OF CARE

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

8. INDEPENDENT CONTRACTOR

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

9. NON-DISCRIMINATION

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

10. HOLD HARMLESS

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

11. ASSIGNMENT

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

12. APPROPRIATION OF FUNDS

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

13. AUTHORIZED AMENDMENTS TO AGREEMENT

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

waives any right to additional compensation, whether in law or equity, unless prior to commencing the additional work the Consultant was given a written amendment, order or directive describing the additional compensable work to be performed and setting forth the amount of compensation to be paid, such amendment, order or directive to be signed by the authorized City representative. It is the Consultant's sole responsibility to know, determine, and ascertain the authority of the City representative signing any amendment, directive or order.

14. OWNERSHIP OF CONSULTING DOCUMENTS

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

15. INTERPRETATION

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

16. COMPLIANCE WITH FEDERAL LAW

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

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

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

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

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

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

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

22. FURTHER ASSURANCES

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

23. COUNTERPARTS

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

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

JCG Land Services, Inc.

CITY OF WEST DES MOINES

BY: _____

BY: _____

Jay P. Walton, Vice President

Ryan T. Jacobson, City Clerk

ATTACHMENT 1

SCOPE OF SERVICES

Our tasks include the following summary of services:

Project Management –

JCG's project manager and acquisition specialist(s) will attend meetings with the City to discuss project details including the purpose of the project, design, construction schedule, scope of tasks for acquisition process, number of parcels, project coordination meetings and public hearing/meeting requirements, prior correspondence with affected property owners, and other tasks requested by the City. Based on the project scope and schedule, JCG will develop a staff resource plan for review and approval by the City.

JCG will be responsible for effective staffing on the project and ensure all acquisition tasks are completed accurately and completely. The project manager will be responsible for the quality of work, compliance with all local, state and federal statutes and laws, cost control, and adherence to the project schedule per the terms of the scope of services, and will serve as the primary contact with the City and other client staff as requested. The project manager will conduct regular meetings with the City and project team, and provide progress and status reports for each parcel and overall project completion reports on a regular schedule, as requested by the City. Where appropriate, JCG will utilize a GIS Specialist to build and maintain a web-based GIS to track acquisition progress through ArcGIS Online.

Right of Entry Agreements –

JCG will be responsible for obtaining written permission from affected property owners along the route for the purposes of obtaining land survey data, locating property boundaries and physical features, and soil, natural resource, environmental, and historical site investigations. At the initiation of each project, the City will provide JCG an exhibit of effected parcels that will require Right of Entry Agreements. JCG will then prepare a Right of Entry template (for review and approval by the City) to be used to negotiate, in-person, the access rights and gain permission for the City and/or its agents or contractors to enter upon private property.

Public Hearing / Public Information Meeting -

If the right of way sought to be acquired is agricultural land as defined in Iowa Code Section 6A.21 *Condemnation of Agricultural Land – definitions*, JCG shall participate in the public hearing process for the purpose of implementing the requirements of Section 6B.2A *Notice of Proposed Public Improvement* of the Iowa Code, unless the acquisition is found exempt under Subsection 6B.2A(4). The City will complete and mail the Notice of Public Hearing to all property owners and contract purchasers by regular mail not less than 30 days before the date of the hearing, and publish a notice of the public hearing at least 4 but not more than 20 days before the public hearing. JCG will then participate in the Public Hearing to explain the acquisition process, the schedule, and answer questions pertaining to the impacts of the project.

Title Reports -

For Fee or Permanent Easement acquisition purposes, JCG will obtain Record of Ownership and Liens report(s) from a local abstractor within the respective county the project is located, to identify all the owners, easements, other interest holders, mortgages and other lien holders, and encumbrancers needed to obtain possession of the interests in land being acquired. The costs for procuring the Record of Ownership and Liens for each parcel will be a pass-through, reimbursable expense as noted on JCG's project Invoices.

Compensation Valuations -

If the proposed acquisition for any parcel is complicated and/or estimated to exceed \$10,000.00, JCG will recommend to the City an experienced Eminent Domain Appraiser and Review Appraiser to prepare the appraisal products for the acquisition of right of way as required by Section 6B.54(3) of the Iowa Code. Upon approval of the appraiser by the City, JCG will make the appraisal assignments; and, upon completion, provide the appraisal and appraisal review reports to the City. The City shall approve the review appraiser's allocation of just compensation prior to JCG mailing the appraisal to the property owner(s). The costs for procuring any appraisal and review appraisal reports will be a pass-through, reimbursable expense as noted on JCG's project Invoices.

For uncomplicated acquisitions with compensation anticipated to be less than \$10,000.00 per parcel, JCG'S Acquisition Specialist will research arms-length comparable sales data to determine a range of value for just compensation to be paid. The Acquisition Specialist will then prepare Compensation Estimates to allocate just compensation for the right of way sought to be acquired, and submit them to the City for approval prior to JCG initiating negotiation with the owner(s).

Acquisition Document and File Preparation –

Prior to negotiations, JCG will request templates from the City to use for the preparation of temporary and permanent acquisition documents, purchase agreements, and other supporting transfer documents as required by law and required for the project. Or, upon request, we can provide document templates for each situation to submit to the City for their review and approval. Our acquisition specialists will correctly prepare all forms of conveyance documents necessary to acquire the land rights sought; and, upon completion, assemble the corresponding parcel file to be turned in to the City for the audit, payment, and closing processes. Our closed files will consist of:

- Certificate of Negotiator
- Easements, or Deeds, signed by all interest holders in the property
- An Administrative Settlement form if an amount above the appraisal is recommended
- Owner (and Tenant) Purchase Agreements
- Offers to Purchase and/or Relocation Assistance
- Record of all contacts and correspondence
- Statement Regarding Proceeds, if applicable
- W-9 form
- Disclosure of Representation
- Goundwater Hazard Statement, if applicable
- Subordinations, Releases, and Affidavits to clear title for closing
- Estimates for cost to cure damage items
- Acquisition Plat and Legal Description
- Record of Ownership and Liens Report

Uniform Act: Acquisition, Negotiation and Relocation Assistance Services –

JCG will follow all requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and the Iowa Relocation Assistance Act

Closing Assistance -

It is understood and agreed that the City will complete transaction closings. However, if requested, JCG is able to provide closing assistance services including, but not limited to the following tasks:

- Complete the real estate closing processes and procedures per local regulations
- Clear title by securing judgment and lien releases, and partial mortgage releases
- Update abstracts in the cases of total takes
- Coordinate preparation for the closing - including approval by the City's attorney of all documentation that will be required for administrative approval and funding requests
- Receive and distribute acquisition payments to appropriate parties
- Assure that the closing documents are properly recorded
- Provide a completed acquisition file that will clear an audit process. If there would be any curative work requested from any audit, our team would complete those required items as needed.

Condemnation Support -

In the event an impasse with negotiations is reached and condemnation should become necessary with any parcel, JCG will complete and assemble the parcel file information in an appropriate sequence to expedite the Application for Condemnation to be filed by the City's attorney. Upon request, JCG staff will attend necessary meetings in support of the condemnation proceeding and appear at the compensation hearing.

Work Plan

Based on the size and description of the project and scope of work provided by the City, JCG will prepare parcel files which will include title reports, appraisals and appraisal review products and/or compensation estimates, transfer documents, correspondence with the landowners and tenants, and a final allocation of compensation. The following is a sample list of tasks that are normally followed by JCG's Acquisition Specialists to successfully complete the acquisition process:

- Meet with client and/or the City to discuss project specifics including design impacts, parcels to be included in project, results of title and appraisal work to confirm land ownership and compensation values, project schedule, complications and unexpected events, work performed to date, and cumulative acquisition costs
- Engage the services of an experienced eminent domain appraiser and review appraiser
- Order Record of Ownership and Liens Reports for all Fee and Permanent Easement acquisition parcels
- Conduct limited title search of public records for all Temporary Easement only parcels
- Prepare complete acquisition documents for all parcel files (Except Warranty Deeds)
- Review of title work to identify title holders and obtain abstracts for continuation when properties are purchased in fee
- Determine all acquisition assignments utilizing approved project plans and acquisition plats with legal descriptions provided by the City

- Mail approved appraisal reports for complex or high-value acquisitions, and provide landowner notice requirements per local, state or federal regulation
- Initiate contact with owners and any tenants to schedule face-to-face meetings whenever possible
- Review and present to the property owner the just compensation land valuation information provided by the appraiser; or uncomplicated and/or low-value compensation estimates provided by JCG staff
- JCG will provide relocation assistance where a total take is necessary
- Interview displacees subject to relocation assistance
- Inspect properties, present offers of relocation assistance
- Negotiate the acquisition with owners and tenants in a good-faith effort to reach an agreeable solution within the scope and limits of the project (including communicating any engineering or design concerns back to the appropriate staff for consideration)
- Prepare Administrative Settlements for approval by City staff for any settlement amount in excess of the approved appraisal amount
- Attend closings, and process and review relocation assistance claims
- Submit the completed files to the City for payment and closing or further processing if an impasse is reached

JCG also has the flexibility of adding supplemental staff to projects, as needed, to meet project expectations and maintain construction letting schedules.

ATTACHMENT 3

SCHEDULE OF FEES

JCG shall provide professional right of way services, as described in this Proposal, per the following fee schedule:

Acquisition Specialists	\$85.00/hr.
Relocation Assistance Specialists	\$85.00/hr.
Project Manager	\$95.00/hr.
GIS Specialists	\$125.00/hr.

Reimbursement for actual project related expenses include mileage within the city limits of West Des Moines at the current Federal rate, copy costs, recording or filing fees, mail and phone charges, and other similar incidental costs incurred in the performance of the work. It is understood and agreed that any mileage incurred under the scope and conditions of this contract, for any work conducted by JCG that lies outside of the City limits of West Des Moines, shall be a reimbursable expense at the Federal allowable rate and included on the project invoice during the work period in which the expense was incurred. Other expenses such as appraisal and appraisal review services, title search reports and/or abstracting costs, lodging and Per Diem require prior approval by the City prior to expenditure.

All JCG invoices for completed work will be based on a Time and Materials contract, with a total not-to-exceed amount of \$510,000.00. If requested, each independent project covered by this Agreement will be designated with a unique project number, with the respective services and expenses itemized to facilitate the budget, accounting, and payment processes.

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

ITEM: Approval of Economic Development Assistance Contract - **DATE:** November 28, 2016
Iowa Economic Development Authority (IEDA), and
Microsoft Corporation

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

FINANCIAL IMPACT: The City's required match for this IEDA's financial assistance is infrastructure improvement equal to a five year sliding scale property tax rebate. The company was able to secure a refund of the sales and use taxes on construction materials for their project. Because this award is only for Phase I, the State of Iowa has agreed to allow the City of West Des Moines to count the infrastructure improvements that the City has agreed to as part of our Development Agreement with Microsoft as our total match for subsequent phases.

BACKGROUND: Microsoft Corporation, a software and web portal service company, has secured financial assistance from the Iowa Economic Development Authority (IEDA), which will require a local match from the City. The application indicates that Microsoft intends to undertake an approximate \$981,240,000 investment in the construction of a new data center facility located at the intersection of SW 60th Street and the future Veterans Parkway. The City must provide public infrastructure equal to a five year sliding scale property tax rebate as our local match. The City as part of our Development Agreement with the Microsoft Corporation, has agreed to the construction of public improvements with a value no greater than \$113,000,000.

The Osmium Urban Renewal Plan was created to allow for this project and a development agreement between the company, and the City was approved on November 14, 2016.

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

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

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

STAFF REVIEWS

Department Director	Clyde E. Evans, Director, Community and Economic Development <i>CEV</i>
Appropriations/Finance	Tim Stiles, Director of Finance <i>TS</i>
Legal	<i>J</i>
Agenda Acceptance	<i>(TS)</i>

PUBLICATION(S) (if applicable)

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

SUBCOMMITTEE REVIEW (if applicable)

Committee	F&A		
Date Reviewed	June 29, 2016		
Recommendation	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	

Attachments: Exhibit I – Economic Development Assistance Contract – Microsoft Corporation, City of West Des Moines, and IEDA
Exhibit II – Resolution

***ECONOMIC DEVELOPMENT
ASSISTANCE CONTRACT***

BY

**MICROSOFT CORPORATION,
THE CITY OF WEST DES MOINES,**

AND THE

IOWA ECONOMIC DEVELOPMENT AUTHORITY

CONTRACT NUMBER: 17-TC-005

TABLE OF CONTENTS

ARTICLE 1:	CONTRACT DURATION
ARTICLE 2:	DEFINITIONS
ARTICLE 3:	AWARD TERMS
ARTICLE 4:	CONDITIONS TO DISBURSEMENT OF FUNDS AND ISSUANCE OF TAX CREDIT NUMBER; DISBURSEMENT TERMS
ARTICLE 5:	SECURITY REQUIREMENTS
ARTICLE 6:	REPRESENTATIONS AND WARRANTIES
ARTICLE 7:	COVENANTS OF THE RECIPIENT
ARTICLE 8:	COVENANTS OF THE COMMUNITY
ARTICLE 9:	EVENTS OF DEFAULT; NOTICE AND OPPORTUNITY TO CURE; AND REMEDIES AVAILABLE TO IEDA
ARTICLE 10:	MISCELLANEOUS

CONTRACT EXHIBITS

Exhibit A -	Recipient's Financial Assistance Application (on file with IEDA), Application # 17-HQJTC-006
Exhibit B-1	High Quality Jobs Program - Tax Credit Special Conditions
Exhibit C -	Description of the Project and Award Budget
Exhibit D -	Job Obligations
Exhibit E -	Qualifying Allowable Systems, Components, and Equipment.
Exhibit F -	Sample Reports (Annual, Project Completion, and/or Close-Out)

Economic Development Assistance Contract

RECIPIENT:	MICROSOFT CORPORATION
COMMUNITY:	CITY OF WEST DES MOINES
CONTRACT NUMBER:	17-TC-005
AWARD DATE:	JULY 22, 2016
AWARD AMT. – TAX INCENTIVES	\$4,725.000

This ECONOMIC DEVELOPMENT ASSISTANCE CONTRACT (Contract) is made as of the Contract Effective Date by the Iowa Economic Development Authority (IEDA or Authority), 200 East Grand Avenue, Des Moines, IA 50309, and Microsoft Corporation (Recipient), One Microsoft Way, Redmond, WA 98052 and the City of West Des Moines (Community), 4200 Mills Civic Parkway, PO Box 65320, West Des Moines, IA 50265.

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

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

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

ARTICLE 1: CONTRACT DURATION

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

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

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

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

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

ARTICLE 2: DEFINITIONS

The following terms apply to this Contract:

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

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

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

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

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

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

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

"Brownfield site" means an abandoned, idled, or underutilized property where expansion or redevelopment is complicated by real or perceived environmental contamination. A brownfield site includes property contiguous with the site on which the property is located. A brownfield site does not include property which has been placed, or is proposed for placement, on the national priorities list established pursuant to the federal Comprehensive Environmental Response, Compensation, and Liability Act, 42,

U.S.C. 9601 et seq. In order to administer similar programs in a similar manner, the IEDA will attempt to apply this definition in substantially the same way as similar definitions are applied by the Brownfield Advisory Council established in Iowa code section 15.294 and may consult members of the council or other staff as necessary.

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

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

"Created Job" means a new, permanent, Full-Time Equivalent (FTE) position created by Recipient in excess of the Base Employment Level at the time of application for Tax Incentives or Project Completion Assistance. For greater certainty, any jobs created as a direct hire by Recipient or those staffed through a vendor resource shall be considered as Created Job if the contracted jobs meet the following criteria:

- (a) Recipient has a legally binding contract with a third-party provider to provide the leased or contract employee;
- (b) The contract between the third-party provider and Recipient specifically requires the third-party provider to pay the wages and benefits at the levels required and for the time period required by this Contract;
- (c) The contract between the third-party provider and Recipient specifically requires the third-party provider to submit payroll records to the Authority for the purpose of verifying the business's job creation or retention and benefit requirements are being met;
- (d) The contract between the third-party provider and the business specifically authorizes the Authority, or its authorized representatives, to access records related to the funded project; and
- (e) Recipient receiving the tax incentives or project completion assistance agrees to be contractually liable to the Authority for the performance or nonperformance of the third-party provider.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Project Completion Period” means the period of time between the Award Date and the Project Completion Date.

“Qualifying Jobs” are those Created or Retained Jobs that meet or exceed the Qualifying Wage Threshold Requirement established to qualify for program funding for the programs providing assistance to this Project.

“Qualifying Wage Threshold” means the Laborshed Wage as calculated by IEDA pursuant to statute and rule for each program under which financial assistance or Tax Incentives for this Project are awarded. The Qualifying Wage Threshold Requirement for this Project is outlined in Exhibit D, Job Obligations.

“*Recipient’s Employment Base*” means the number of jobs as stated in Exhibit D – Job Obligations that the Recipient and IEDA have established as the Base Employment Level for this Project. The number of jobs the Recipient has pledged to create shall be in addition to the Recipient’s Employment Base.

“*Retained Job*” means an existing job that meets the Qualifying Wage Threshold Requirements and would be eliminated or moved to another state if the Project did not proceed in Iowa.

“*Sufficient Benefits*” means that each Full-Time Equivalent permanent position is offered a benefits package that meets one of the following:

1. 80 percent of the premium costs for a standard medical plan for single employee coverage with the maximum deductible specified for this project in Exhibit D is paid by the employer; or
2. 50 percent of the premium costs for a standard medical plan for employee family coverage with the maximum deductible specified for this project in Exhibit D is paid by the employer; or
3. Medical coverage and the monetary equivalent of paragraph “1” or “2” above in supplemental employee benefits is paid by the employer. Benefits counted toward monetary equivalent could include medical coverage, dental coverage, vision insurance, life insurance, pension, retirement, 401k, profit sharing, disability insurance, and child care services.

“*Tax Incentives*” means the tax credits, refunds, or exemptions IEDA has awarded for this Project as detailed in Article 3.

“*Total Project Cost*” means the cost incurred by the Recipient to complete the Project as described in Exhibit C.

ARTICLE 3: AWARD TERMS

3.1 Total Award Amount. The IEDA Board has approved an Award to the Community and Recipient from the funding sources and in the maximum amounts shown below:

TAX INCENTIVES	FORM	MAXIMUM AMOUNT
High Quality Jobs Program	Tax Incentives	\$ 4,725,000
<i>TOTAL STATE TAX INCENTIVES:</i>		<i>\$ 4,725,000</i>

3.2 Terms and Conditions of Award. The terms and conditions of the Award shall be as described in this Contract and the following incorporated exhibit(s):

Exhibit B-1 High Quality Jobs Program – Tax Credit Component Special Conditions

ARTICLE 4: CONDITIONS TO AWARD; DISBURSEMENT AND ISSUANCE TERMS

4.1 Direct State Financial Assistance – Disbursements of Award Funds.

(a) *Conditions to Disbursement.* The obligation of IEDA to disburse funds under this Contract shall be subject to the conditions described in this Article 4.

(b) *Process to Request Disbursement of Award Funds.* Recipient shall prepare, sign and submit disbursement requests and reports as specified in this Contract in the form and content required by IEDA.

Recipient shall verify that claimed expenditures are allowable costs. The Recipient shall maintain documentation adequate to support the claimed costs.

(c) *Documents Submitted.* Funds will not be disbursed until IEDA has received the documents described in section 4.3 below as well as the following additional documents, properly executed and completed and approved by IEDA as to form and substance:

1. *Security Documents.* The fully executed Security Documents required in Article 5.
2. *Promissory Note(s).* The Promissory Note(s) required and described in the exhibit(s).

3. *Requests for Disbursement.* All disbursements of Award Funds shall be subject to receipt by the IEDA of requests for disbursement, in form and content acceptable to IEDA, submitted by the Recipient. All requests shall include documentation of costs that have been paid or costs to be paid immediately upon receipt of Award proceeds.

(d) *Prior Costs.* No expenditures made prior to the Award Date may be included as Project costs. No funds will be disbursed for expenditures prior to the Award Date.

(e) *Cost Variation.* In the event that the actual cost of the Project is less than the Total Project Cost specified in Exhibit C, the Award Funds specified in Article 3.1 shall be reduced at the same ratio as the reduction in the actual cost of the Project bears to the Total Project Cost specified in Exhibit B. Any funds previously disbursed by IEDA in excess of the reduced Award Funds to be provided by IEDA shall be returned to IEDA immediately upon receipt by Recipient of a written request by IEDA for repayment.

(f) *Investment of Award Funds.*

1. In the event that the Award Funds are not immediately utilized, temporarily idle Award Funds held by the Recipient may be invested, provided that such investments shall be in accordance with State law, including but not limited to the provisions of Iowa Code chapter 12C concerning the deposit of public funds. Interest accrued on temporarily idle Award Funds held by the Recipient shall be credited to and expended on the Project prior to the expenditure of other Award Funds.

2. Within ten (10) days of receipt of a written request from IEDA, Recipient shall inform IEDA in writing of the amount of unexpended Award Funds in the Recipient's possession or under the Recipient's control, whether in the form of cash on hand, investments, or otherwise. Recipient shall return to IEDA all unexpended Award Funds remaining, including accrued interest, after all allowable Project costs have been paid or obligated within thirty (30) days after the Project Completion Date.

4.2 Tax Incentives—Conditions to Issuance of Tax Credit Number.

(a) *Tax Credit Number Required to Claim Incentives.* Recipient shall not claim the Tax Incentives described in Article 3 until IEDA has issued a tax credit number for this Project and Recipient has undertaken the activities described in this Contract and the applicable law to be eligible for such Tax Incentives.

(b) *Issuance of Tax Credit Number.* Upon satisfaction of the conditions described herein, IEDA will issue a tax credit number to the Recipient for this Project. The tax credit number shall be used in preparing any claims for Tax Incentives.

(c) *Conditions to Issuance of Tax Credit Number.* The obligation of IEDA to issue a tax credit number shall be subject to the conditions precedent described in Article 4.

(d) *Documents Submitted.* IEDA shall have received the documents described in section 4.3, properly executed and completed, and approved by IEDA as to form and substance, prior to issuing any tax credit number.

4.3 Documents required.

(a) *Contract.* Fully executed Contract.

(b) *Incorporation Documents.* Copies of the Articles of Incorporation or the Articles of Organization, whichever is appropriate, of the Recipient, certified in each instance by its secretary or assistant secretary. This information is currently on file for the Recipient.

(c) *Certificate of Existence; Certificate of Authority.* A certificate of existence for the Recipient from the State of incorporation or organization, whichever is appropriate, and a certificate of authority authorizing the Recipient to conduct business in the state of Iowa, if it is not organized or incorporated in Iowa. This information is currently on file for the Recipient.

(d) *Results of Lien and Tax Search and Documentation of Satisfactory Credit History.* Financing statement, tax and judgment lien search results, in the Recipient's state of incorporation or organization, against the Recipient and/or the property serving as the Recipient's security under this Contract, and documentation of satisfactory credit history of the Recipient and guarantors, as applicable, with no judgments or unsatisfied liens or similar adverse credit actions.

(e) *Other Required Documents.* Such other contracts, instruments, documents, certificates and opinions as IEDA may reasonably request.

(f) *Solid or Hazardous Waste Audit.* To comply with Iowa Code section 15A.1(3)"b," if the Recipient generates solid or hazardous waste, it must either: a) submit a copy of the Recipient's existing in-house plan to reduce the amount of waste and safely dispose of the waste based on an in-house audit conducted within the past 3 years; or b) submit an outline of a plan to be developed in-house; or c) submit documentation that the Recipient has authorized the Iowa Department of Natural Resources or Iowa Waste Reduction Center to conduct the audit.

(g) *Release Form – Confidential Tax Information.* A signed Authorization for Release of Confidential State Tax Information form to permit IEDA to receive the Recipient's state tax information directly from the Iowa Department of Revenue for the purpose of evaluation and administration of Tax Incentives and other state financial assistance programs. This information is currently on file for the Recipient.

(h) *Project Financial Commitments.* The Recipient shall have submitted documentation acceptable to IEDA from the funding sources identified in Exhibit A committing to the specified financial involvement in the Project and received the IEDA's approval of the documentation. The documentation shall include the amount, terms and conditions of the financial commitment, as well as any applicable schedules and may include agreements and resolutions to that effect.

(i) *State Building Code Bureau Approval.* If any part of the Award proceeds will be used for the construction of new buildings and if any of the following applies:

1. The building or structure is located in a governmental subdivision which has not adopted a local building code; or

2. The building or structure is located in a governmental subdivision which has adopted a building code, but the building code is not enforced; or

3. Bidding for construction shall not be conducted prior to obtaining written approval of the final plans by the State Building Code Bureau of the Iowa Department of Public Safety.

4.4 Suspension, Reduction or Delay of Award. Any one or more of the following shall be grounds for IEDA to suspend, delay or reduce the amount of disbursement of Award Funds or delay the issuance of a tax credit number or receipt of Tax Incentives:

(a) *Unremedied event of default.* Upon the occurrence of an Event of Default, as defined in this Contract, by the Recipient, IEDA may suspend payment or issuance of the Award to the Recipient until such time as the default has been cured.

(b) *Layoff, closure or relocation.* In the event the Recipient experiences a data center layoff within the state of Iowa, relocates or closes any of its Iowa data center facilities IEDA has the discretion to reduce or eliminate some or all of the Award.

(c) *Reduction, discontinuance or alteration of state funding/programs.* Any termination, reduction, or delay of funds or Tax Incentives available due, in whole or in part, to (i) lack of, reduction in, or a deappropriation of revenues or Tax Incentives previously appropriated or authorized for this Contract, or (ii) any other reason beyond the IEDA's control may, in the IEDA's discretion, result in the suspension, reduction or delay of Award Fund or authorization or issuance of Tax Incentives to the Recipient.

4.5 Closing Cost Fee. Upon execution of the contract and prior to the issuance of a tax credit number or the disbursement of Award Funds, an eligible business shall remit to the Authority a one-time compliance cost fee in the amount of \$500.

ARTICLE 5: RESERVED.

ARTICLE 6: REPRESENTATIONS AND WARRANTIES

6.1 Representations of Recipient. The Recipient represents and warrants to IEDA as follows:

(a) *Organization and Qualifications.* The Recipient is duly organized, validly existing and in good standing under the state of its incorporation or organization, whichever is appropriate, and is authorized to conduct business in the state of Iowa. The Recipient has full and adequate power to own its property and conduct its business as now conducted, and is duly licensed or qualified and in good standing in each jurisdiction in which the nature of the business conducted by it or the nature of the property owned or leased by it requires such licensing or qualifying, except where the failure to so qualify would not have a material adverse effect on the Recipient's ability to perform its obligations hereunder.

(b) *Authority and Validity of Obligations.* The Recipient has full right and authority to enter into this Contract. The person signing this Contract has full authority on behalf of Recipient to execute this Contract and issue, execute or otherwise secure or deliver any documents or obligations required under this Contract on behalf of the Recipient, and to perform, or cause to be performed, each and all of the obligations under the Contract.

The Contract delivered by the Recipient has been duly authorized, executed and delivered by the Recipient and constitutes the valid and binding obligations of the Recipient and is enforceable against it in accordance with its terms. This Contract and related documents do not contravene any provision of law or any judgment, injunction, order, or decree binding upon the Recipient or any provision of the corporate governance documents of the Recipient, nor does this Contract contravene or constitute a default under any

covenant, indenture or contract of or affecting the Recipient or any of its properties.

(c) *Affiliates.* The Recipient has no Affiliates involved with the Project on the Contract Effective Date.

(d) *Financial Reports.* The balance sheet of the Recipient furnished to IEDA fairly presents its financial condition as of said date and is in conformity with Generally Accepted Accounting Principles (GAAP) applied on a consistent basis. The Recipient has no contingent liabilities which are material to it, other than as indicated on such financial statements or, with respect to future periods, on the financial statements furnished to IEDA.

(e) *No Material Adverse Change.* Since the Award Date, there has been no change or the Recipient foresees no change in the condition (financial or otherwise) of the Recipient or the prospects of the Recipient, except those occurring in the ordinary course of business, none of which individually or in the aggregate has been materially adverse. To the knowledge of the Recipient, there has been no material adverse change in the condition of the Recipient, financial or otherwise, or the prospects of the Recipient.

(f) *Full Disclosure; Recipient's Financial Assistance Application.* The statements and other information furnished to the IEDA by Recipient in its Financial Assistance Application and in connection with the negotiation of this Contract do not contain any untrue statements of a material fact or omit a material fact necessary to make the material statements contained herein or therein not misleading. The IEDA acknowledges that, as to any projections furnished to the IEDA, the Recipient only represents that the same were prepared on the basis of information and estimates it believed to be reasonable.

(g) *Trademarks, Franchises and Licenses.* The Recipient owns, possesses, or has the right to use all necessary patents, licenses, franchises, trademarks, trade names, trade styles, copyrights, trade secrets, knowhow and confidential commercial and proprietary information to conduct its business as now conducted, without known conflict with any patent, license, franchise, trademark, trade name, trade style, copyright or other proprietary right of any other Person. As used in this Contract, "Person" means an individual, partnership, corporation, association, trust, unincorporated organization or any other entity or organization, including a government or agency or political subdivision thereof.

(h) *Governmental Authority and Licensing.* The Recipient has received, or will receive all licenses, permits, and approvals of all Federal, state, local, and foreign governmental authorities, if any, necessary to complete the Project, in each case where the failure to obtain or maintain the same could reasonably be expected to have a material adverse effect on the Project. No investigation or proceeding which, if adversely determined, could reasonably be expected to result in revocation or denial of any material license, permit, or approval is pending or, to the knowledge of the Recipient, threatened.

(i) *Litigation and Other Controversies.* There is no litigation or governmental proceeding pending, nor to the knowledge of the Recipient, threatened, against the Recipient which, if adversely determined would result in any material adverse change in the financial condition of the Project, properties, business or Des Moines data center operations of the Recipient, nor is the Recipient aware of any existing basis for any such litigation or governmental proceeding.

(j) *Good Title.* The Recipient has good and defensible title to or valid leasehold interests in all of its property involved with the Project including, without limitation, the Secured Property if real property is a security for this Contract reflected on the most recent balance sheets furnished to the IEDA, except for sales of assets in the ordinary course of business.

(k) *Taxes.* All tax returns the Recipient is required to file in any jurisdiction have, in fact, been filed, and all taxes, assessments, fees and other governmental charges upon the Recipient or upon any of its property, income or franchises, which are shown to be due and payable in such returns, have been paid, except such taxes, assessments, fees and governmental charges, if any, which are being contested in good

faith and by appropriate proceedings which prevent enforcement of the matter under contest and as to which adequate reserves established in accordance with GAAP have been provided. The Recipient knows of no proposed additional tax assessment against it for which adequate provisions in accordance with GAAP have not been made on its accounts. Adequate provisions in accordance with GAAP for taxes on the books of the Recipient have been made for all open years, and for their current fiscal period.

(l) *Other Contracts.* The Recipient is not in default under the terms or any covenant, indenture or contract of or affecting the Recipient's business or any of its properties, which default, if uncured, would have a material adverse effect on its financial condition, properties, business or operations.

(m) *No Event of Default.* No Event of Default, as defined in Article 9, has occurred or is continuing.

(n) *Compliance with Laws.* The Recipient is in compliance with the requirements of all federal, state and local laws, rules and regulations applicable to or pertaining to the business operations of the Recipient and laws and regulations establishing quality criteria and standards for air, water, land and toxic or hazardous wastes or substances, non-compliance with which could have a material adverse effect on the financial condition, properties, business or operations of the Recipient. The Recipient has not received notice that its Des Moines data center operations are not in compliance with any of the requirements of applicable federal, state or local environmental or health and safety statutes and regulations or are the subject of any governmental investigation evaluating whether any remedial action is needed to respond to a release of any toxic or hazardous waste or substance into the environment, which non-compliance or remedial action could have a material adverse effect on the financial condition, properties, business or Des Moines data center operations of the Recipient.

(o) *Effective Date of Representations and Warranties.* The warranties and representations of this Article are made as of the Contract Effective Date and shall be deemed to be renewed and restated by the Recipient at the time each request for disbursement of Award Funds is submitted to IEDA or each time Tax Incentives are claimed by the Recipient.

6.2 Representations of Community.

(a) *Local Approvals Received; Authority and Validity of Obligations.* The Community has secured all necessary local approvals and has full right and authority to enter into this Contract. The person signing this Contract has full authority on behalf of the Community to:

1. Sign this Contract, and
2. Perform each and all of the Community's obligations under this Contract.

The Contract delivered by the Community has been duly authorized, executed and delivered by the Community and constitutes the valid and binding obligations of the Community and is enforceable against it in accordance with its terms. This Contract and related documents do not contravene any provision of law or any judgment, injunction, order or decree binding upon the Community or contravene or constitute a default under any covenant, indenture or contract of or affecting the Community or any of its properties.

(b) *Local Commitment.* The Community represents that there are legally enforceable commitments in place for the Community local commitment identified for the Project in *Exhibit C -Description of the Project and Award Budget.*

(c) *No Material Adverse Change.* Since the Award Date, there has been no material adverse change in the Community's ability to perform its obligations under this Contract.

(d) *Full Disclosure; Community's Financial Assistance Application.* The statements and other information furnished to the IEDA by the Community in the Financial Assistance Application and in connection with the negotiation of this Contract do not contain any untrue statements of a material fact or omit a material fact necessary to make the material statements contained herein or therein not misleading. The IEDA acknowledges that, as to any projections furnished to the IEDA, the Community only represents that the same were prepared on the basis of information and estimates it believed to be reasonable.

(e) *Governmental Authority and Licensing.* The Community has received all licenses, permits, and approvals of all federal, state, local, and foreign governmental authorities, if any, necessary to perform its obligations under this Contract. No investigation or proceeding which, if adversely determined, could reasonably be expected to result in revocation or denial of any material license, permit, or approval is pending or, to the knowledge of the Community, threatened.

(f) *Litigation and Other Controversies.* There is no litigation or governmental proceeding pending, nor to the knowledge of the Community, threatened, against the Community which, if adversely determined would result in any material adverse change in the Community's ability to perform under this Contract, nor is the Community aware of any existing basis for any such litigation or governmental proceeding.

(g) *No Event of Default.* No Event of Default by the Community, as defined in Article 9, has occurred or is continuing.

(h) *Compliance with Laws.* The Community is in compliance with the requirements of all federal, state and local laws, rules and regulations applicable to or pertaining to the operations of the Community and laws and regulations establishing quality criteria and standards for air, water, land and toxic or hazardous wastes or substances, non-compliance with which could have a material adverse effect on the financial condition, properties, business or operations of the Community in relation to the Community's ability to perform its obligations under this contract. The Community has not received notice that its operations are not in compliance with any of the requirements of applicable federal, state or local environmental or health and safety statutes and regulations or are the subject of any governmental investigation evaluating whether any remedial action is needed to respond to a release of any toxic or hazardous waste or substance into the environment, which non-compliance or remedial action could have a material adverse effect on the financial condition, properties, business or operations of the Community in relation to the Community's ability to perform its obligations under this contract.

(i) *Effective Date of Representations and Warranties.* The warranties and representations of this Article are made as of the Contract Effective Date.

ARTICLE 7: COVENANTS OF THE RECIPIENT

For the duration of this Contract, the Recipient covenants to IEDA as follows:

7.1 Project Performance Obligations.

(a) *Use Award Funds only for Project.* The Recipient shall use the Award Funds only for the Project and for the activities described in Exhibit C -Description of the Project and Award Budget and this Contract. Use of the Award Funds shall conform to the Budget for the Project as detailed in Exhibit C -Description of the Project and Award Budget. The Recipient represents that there are legally enforceable commitments in place from the funding sources identified for the Project in Exhibit C -Description of the Project and Award Budget.

(b) *Meet and Maintain Eligibility Requirements.* Recipient shall continue to meet and maintain all statutory eligibility requirements for the funding sources providing assistance under this Contract.

(c) *Project Time Period.* This Contract covers the six (6) year Project time period from the Award Date through the Maintenance Period Completion Date. Recipient shall complete and maintain the Project within the Project time period shown below:

Award Date	Project Completion Period	COMPLIANCE MEASUREMENT POINT Project Completion Date	Maintenance Period	COMPLIANCE MEASUREMENT POINT Maintenance Period Completion Date	Contract Closeout
<p><i>“Award Date”</i> is the date first stated in this Contract and is the date the IEDA Board approved the awarding of financial assistance to the Recipient for the Project.</p>	<p><i>“Project Completion Period”</i> is the period of time between the Award Date and the Project Completion Date.</p>	<p><i>“Project Completion Date”</i> is the date defined in Exhibit D by which the Recipient must complete the Project.</p> <p>At this point, IEDA will review the Project to verify compliance with Contract terms and obligations.</p>	<p><i>“Maintenance Period”</i> is the period of time between the Project Completion Date and the Maintenance Period Completion Date. The Project must be maintained in Iowa for this period of time.</p>	<p><i>“Maintenance Period Completion Date”</i> is the date defined in Exhibit D on which the Maintenance Period ends.</p> <p>At this point, IEDA will review the Project to verify that it was maintained in compliance with Contract terms and obligations.</p>	<p>IEDA will conduct Contract Closeout procedures after all events described in Article 1 have been met.</p> <p><i>“Contract End Date”</i> is the date stated in IEDA’s written Notice of Final Contract Closeout that is issued pursuant to Article 1.</p>

(d) *Complete Project by Project Completion Date.* By the Project Completion Date, Recipient shall complete the Project, make the total investment it pledged for the Project and in accordance with the Award Budget as detailed in Exhibit C - Description of the Project and Award Budget, and comply with all other performance requirements described in this Contract.

(e) *Total Project Costs.* By the Project Completion Date, Recipient shall have completed the Project with a Total Project Cost as detailed in Exhibit C - Description of the Project and Award Budget.

(f) *Maintain Project through Maintenance Period Completion Date.* Recipient shall maintain the Project through the Maintenance Period Completion Date.

(g) *Maintain Project in Iowa During Contract Period.* The Recipient shall at all times preserve and maintain its existence as a corporation in good standing and maintain the Project in Iowa at least through the Contract End Date as defined above. The Recipient will preserve and keep in force and effect all licenses, permits, franchises, approvals, patents, trademarks, trade names, trade styles, copyrights and other proprietary rights necessary to the proper conduct of its respective Project.

7.2 Taxes and Insurance.

(a) *Pay Taxes and Assessments.* The Recipient shall duly pay and discharge all taxes, rates, assessments, fees, and governmental charges upon or against its properties, in each case before the same become delinquent and before penalties accrue thereon, unless and to the extent that the same are being contested in good faith and by appropriate proceedings and adequate reserves are provided therefore.

(b) *Maintain Insurance.* The Recipient shall insure and keep insured in good and responsible insurance

companies all insurable property owned by it which is of a character usually insured by Persons similarly situated and operating like properties against loss or damage from such hazards or risks as are insured by Persons similarly situated and operating like properties, and the Recipient shall insure such other hazards and risks (including employers' and public liability risks) in good and responsible insurance companies as and to the extent usually insured by Persons similarly situated and conducting similar business. The Recipient will, upon request of IEDA, furnish a certificate setting forth in summary form the nature and extent of the insurance maintained pursuant to this Article. Microsoft may at its option meet the insurance requirements outlined via commercial insurance, self-insurance, alternative risk financing, or a combination of these options.

7.3 Preserve Project and Protect Security.

(a) *Maintenance of Properties.* The Recipient shall maintain, preserve and keep its properties in good repair, working order and condition (ordinary wear and tear excepted) and will from time to time make all needful and proper repairs, renewals, replacements, additions and betterments thereto so that at all times the efficiency thereof shall be fully preserved and maintained in accordance with prudent business practices.

(b) *Restrictions on Security.* If Security is required pursuant to Article 5 of this Contract, the Recipient shall not, without prior written disclosure to IEDA and prior written consent of IEDA, which shall not be unreasonably withheld, directly or indirectly:

1. Sell, transfer, convey, assign, encumber or otherwise dispose of any of the Secured Property for this Project.
2. Place or permit any restrictions, covenants or any similar limitations on the Secured Property or in the Security Documents for the Project.
3. Remove from the Project site or the State all or any part of the Secured Property.
4. Create, incur or permit to exist any lien of any kind on the Secured Property.

7.4 Recipient Changes.

(a) *No Changes in Recipient Operations.* The Recipient shall not materially change the Project or the nature of the business and activities being conducted or proposed to be conducted by Recipient, as described in the Recipient's approved Financial Assistance Application, Exhibit A of this Contract, unless approved in writing by IEDA prior to the change. The Recipient may continue to adjust and re-configure the engineering and design plans for the Project (including operational and staffing concepts) provided these changes do not materially impact the previous forecasts submitted to IEDA and approved by the IEDA Board – or as notified in writing.

(b) *Changes in Recipient Ownership, Structure and Control.* The Recipient shall not materially change the ownership, structure, or control of the business if it would adversely affect the Project. This includes, but is not limited to, entering into any merger or consolidation with any person, firm or corporation or permitting substantial distribution, liquidation or other disposal of assets directly associated with the Project. Recipient shall provide IEDA with advance notice of any proposed changes in ownership, structure or control. The materiality of the change and whether the change adversely affects the Project shall be as reasonably determined by IEDA.

7.5 Required Reports.

(a) *Review of Reports.* The Recipient shall prepare, sign and submit required reports, in the form and content required by IEDA, as specified in this Contract.

(b) *Reports.* The Recipient shall prepare, sign and submit the following reports to the IEDA throughout the Contract period:

<u>Report</u>	<u>Due Date</u>
<u>Annual Project Status Report</u> The Annual Project Status Report will collect information from the Recipient about the status of the Project.	July 31 st for the period ending June 30th
<u>End of Project Report</u> The End of Project Report will collect information from the Recipient about the completed Project.	Within 30 days of Project Completion Date
<u>End of Maintenance Period Report</u> The End of Maintenance Period Report will collect information from the Recipient's continued maintenance of the Project.	Within 30 days of the end of the Maintenance Period Completion Date

(c) *Additional Reports, Financial Statements as Requested by IEDA.* The IEDA reserves the right to require more frequent submission of reports if, in the opinion of the IEDA, more frequent submissions would provide needed information about Recipient's Project performance, or if necessary in order to meet requests from the Iowa General Assembly, the Department of Management or the Governor's office. At the request of IEDA, Recipient shall submit its annual financial statements completed by an independent CPA, or other financial statements including, but not limited to, income, expense, and retained earnings statements.

7.6 Compliance with Laws.

(a) *State, local and federal laws.* Recipient shall comply in all material respects with the requirements of all applicable federal, state and local laws, rules, regulations and orders.

(b) *Environmental laws.* Recipient shall comply in all material respects with all applicable environmental, hazardous waste or substance, toxic substance and underground storage laws and regulations, and the Recipient shall obtain any permits or licenses and shall acquire or construct any buildings, improvements, fixtures, equipment or its property required by reason of any applicable environmental, hazardous waste or substance, toxic substance or underground storage laws or regulations.

(c) *Nondiscrimination laws.* Recipient shall comply in all material respects with all applicable federal, state, and local laws, rules, ordinances, regulations and orders applicable to the prevention of discrimination in employment, including the administrative rules of the Iowa Department of Management and the Iowa Civil Rights Commission which pertain to equal employment opportunity and affirmative action.

(d) *Worker rights and safety.* The Recipient shall comply in all material respects with all applicable federal, state and local laws, rules, ordinances, regulations and orders applicable to worker rights and worker safety.

(e) *Immigration laws.* Recipient shall only employ individuals legally authorized to work in this State. In addition to any and all other applicable penalties provided by current law, all or a portion of the Award is subject to recapture by IEDA if Recipient is found to employ individuals not legally authorized to work in the State of Iowa.

(f) *Compliance with IEDA's Administrative Rules.* Recipient shall comply with IEDA's administrative rules for the programs under which assistance is provided to the Project and rules governing administration of this Contract as specified in the following chapters of the Iowa Administrative Code/Iowa Economic Development Authority – 261.

(<http://search.legis.state.ia.us/nxt/gateway.dll/ar/iac?f=templates&fn=default.htm>)

1. Chapter 68 – High Quality Jobs Program
2. Chapter 172 – Environmental Law Compliance: Violations of Law
3. Chapter 173 – Standard Definitions
4. Chapter 174 – Wage, Benefit and Investment Requirements
5. Chapter 188 – Contract Compliance and Job Counting

7.7 Inspection and Audit. With prior advance notification, confidentiality protections and security clearance/approval, the Recipient shall permit the IEDA and its duly authorized representatives, at such reasonable times and reasonable intervals as the IEDA may designate, to:

(a) Conduct site visits and inspect the Project.

(b) Audit financial records related to the Project.

(c) Examine and make copies of the books of accounts and other financial records of the Recipient related to the Project. IEDA staff may review accounts and records in Redmond, WA, or may request electronic copies for their review.

(d) Discuss the affairs, finances and accounts of the Recipient with, and to be advised as to the same by, its officers, and independent public accountants (and by this provision, the Recipient authorizes such accountants to discuss with the IEDA and the IEDA's duly authorized representatives the finances and affairs of the Recipient).

7.8 Maintenance and Retention of Records.

(a) *Maintain Accounting Records.* The Recipient is required to maintain its books, records and all other evidence pertaining to this Contract in accordance with GAAP and such other procedures specified by IEDA.

(b) *Access to Records.* Records to verify compliance with the terms of this Contract shall be available at all times in Redmond, WA, and electronic copies can be made available to IEDA and its designees at places and times designated by IEDA, for the duration of this Contract and any extensions thereof. Recipient shall make its records available to: (i) IEDA; (ii) IEDA's internal or external auditors, agents and designees; (iii) the Auditor of the State of Iowa; (iv) the Attorney General of the State of Iowa; and (v) the Iowa Division of Criminal Investigations and any other applicable law enforcement agencies.

(c) *Records Retention Period.* Recipient shall retain the records for a period of three (3) years from the Contract End Date, unless the records are the subject of an audit, investigation, or administrative or legal proceeding. In those instances, the records shall be retained until the audit, investigation or proceeding has been resolved.

7.9 Required Notices from Recipient to IEDA.

(a) *Notice of Major Changes.* Recipient shall provide IEDA with written notice within thirty (30) days of the occurrence of: (a) any event that has a material adverse effect on Recipient's ability to complete the Project in accordance with the terms of this Contract; (b) the termination of the business conducted at the Project; (c) a material modification of the nature of the business conducted at the Project; and (d) the transfer of the Project or any material interest in the Project in connection with financing or refinancing the Project.

(b) *Notice of Proceedings.* Without limiting Section 7.9(a), Recipient shall promptly provide IEDA with written notice within ten (10) days of the occurrence of any claims, lawsuits, bankruptcy proceedings, or other proceedings brought against Recipient that have a material adverse effect on Recipient's ability to complete the Project in accordance with the terms of this Contract.

7.10 Indemnification. The Recipient shall indemnify, defend and hold harmless the IEDA; the State of Iowa; its departments, divisions, agencies, sections, commissions, officers, employees and agents from and against all losses, liabilities, penalties, fines, damages and claims, including taxes, and all related costs and expenses, including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties, arising from or in connection with any of the following:

- (a) Any claim, demand, action, citation or legal proceeding arising out of or resulting from the Project;
- (b) Any claim, demand, action, citation or legal proceeding arising out of or resulting from a breach by the Recipient of any representation, warranty or covenant made by the Recipient in this Contract;
- (c) Any claim, demand, action, citation or legal proceeding arising out of or related to occurrences that the Recipient is required to insure against as provided for in this Contract; and
- (d) Any claim, demand, action, citation or legal proceeding which results from an act or omission of the Recipient or any of its agents in its or their capacity as an employer of a person.

7.11 Repayment of Unallowable Costs. Recipient shall repay any Award received or realized that is determined by IEDA, its auditors, agents or designees, the Auditor of the State of Iowa, or similar authorized governmental entity to be unallowable under the terms of this Contract. Exhibit "E" defines the Allowable Components, Systems, and Equipment that qualify for tax rebates or abatements ("Qualifying Allowable Components, Systems and Equipment").

7.12 Ongoing Fees Based on Claims. For the duration of this Contract and for as long as Recipient claims or applies for benefits against its Iowa tax liability under this Contract, Recipient shall remit to the Authority a compliance cost fee equal to one-half of 1 percent of the value of the Tax Incentives claimed pursuant to this Contract. The fee shall be due and payable upon filing the Recipient's annual tax return for each tax year in which the Recipient claims Tax Incentives under this Contract.

ARTICLE 8: COVENANTS OF THE COMMUNITY

For the duration of this Contract, the Community covenants to IEDA as follows:

8.1 Local Match. The Community shall provide the local financial assistance for the Project as described in Exhibit C, Project Description and Award Budget.

8.2 Notice to IEDA. In the event the Community becomes aware of any material alteration in the

Project, initiation of any investigation or proceeding involving the Project, any change in the Recipient's ownership, structure or operation, or any other similar occurrence, the Community shall promptly provide written notice to IEDA.

ARTICLE 9: DEFAULTS AND REMEDIES

9.1 Default by Recipient. An unremedied Event of Default may result in termination of this Contract and repayment of all or a portion of the Award Funds disbursed to Recipient and the value of the Tax Incentives actually received, plus applicable default interest and costs.

(a) *Events of Default* Any one or more of the following shall constitute an "Event of Default" under this Contract:

1. *Nonpayment.* Failure to make a payment when due of any Loan or other payment required by this Contract whether by lapse of time, acceleration or otherwise; or

2. *Noncompliance with Covenants.* Default in the observance or performance of any covenant set forth in Article 7, for more than twenty (20) business days; or

3. *Noncompliance with Security Documents.* Default in the observance or performance of any term of any Security Document if required in Article 5 beyond any applicable grace period set forth therein; or

4. *Noncompliance with Contract.* Default in the observance or performance of any other provision of this Contract; or

5. *Material Misrepresentation.* Any representation or warranty made by the Recipient in this Contract or in any statement or certificate furnished by it pursuant to this Contract, or made in Exhibit A, Recipient's Financial Assistance Application, or in connection with any of the above, proves untrue in any material respect as of the date of the issuance or making thereof; or

6. *Security Deficiencies.* Any of the Security Documents that represent the Security pledged by Recipient to secure this Contract fails for any reason to create a valid and perfected priority security interest in favor of the IEDA; or

7. *Judgment.* Any judgment or judgments, writ or writs or warrant or warrants of attachment, or any similar process or processes entered or filed against the Recipient or against any of its property and remains unvacated, unbonded or unstayed for a period of 30 days which materially and adversely affects Recipient's ability to perform its obligations under this Contract; or

8. *Adverse Change in Financial Condition.* Any change occurs in the financial condition of the Recipient which would have a material adverse effect on the ability of the Recipient to perform under this Contract; or

9. *Bankruptcy or Similar Proceedings Initiated.* Either the Recipient shall (i) have entered involuntarily against it an order for relief under the United States Bankruptcy Code, as amended, (ii) not pay, or admit in writing its inability to pay, its debts generally as they become due, (iii) make an assignment for the benefit of creditors, (iv) apply for, seek, consent to, or acquiesce in, the appointment of a receiver, custodian, trustee, examiner, liquidator or similar official for it or any substantial part of its property, (v) commence any proceeding seeking to have entered against it an order for relief under the United States Bankruptcy Code as amended, to adjudicate it insolvent, or seeking dissolution, winding up, liquidation, reorganization, arrangement, adjustment or composition of it or its debts under any law relating to

bankruptcy, insolvency or reorganization or relief of debtors or fail to file an answer or other pleading denying the material allegations of any such proceeding filed against it, or (vi) fail to contest in good faith any appointments or proceeding described below; or

10. *Appointment of Officials.* A custodian, receiver, trustee, examiner, liquidator or similar official is appointed for either the Recipient or any substantial part of any of its respective property, or a proceeding described above is commenced against the Recipient and such appointment continues undischarged or such proceeding continues undismissed or unstayed for a period of sixty (60) days; or

11. *Insecurity.* IEDA in good faith deems itself insecure and reasonably believes, after consideration of all the facts and circumstances then existing, that the prospect of payment and satisfaction of the obligations under this Contract, or the performance of or observance of the covenants in this Contract, is or will be materially impaired; or

12. *Failure to Submit Required Reports.* The Recipient fails to submit complete reports by the required due dates as outlined in Article 7; or

13. *Layoffs, Relocation or Closure.* The Recipient or any Affiliate experiences a layoff or relocates or closes any of its data center facilities within the state of Iowa; or

14. *Hiring workers not authorized to work in state.* The Recipient fails to only employ only individuals legally authorized to work in the state of Iowa. If Recipient is found to knowingly employ individuals not legally authorized to work in the state of Iowa then, in addition to any and all other applicable penalties provided by current law, all or a portion of the assistance received is subject to repayment; or

15. *Failure to Maintain Program Eligibility Requirements.* Recipient fails to maintain a statutory eligibility requirement for a program providing assistance under this Contract.

(a) *Notice of Default and Opportunity to Cure.* If IEDA has reasonable cause to believe that an Event of Default has occurred under this Contract, IEDA shall issue a written Notice of Default to the Recipient setting forth the nature of the alleged default in reasonable specificity and providing therein a reasonable period of time, which shall not be fewer than thirty (30) days from the date of the Notice of Default, during which the Recipient shall have an opportunity to cure, provided that cure is possible and feasible.

(b) *Remedies Available to IEDA.* When an Event of Default has occurred and is not cured within the required time period, IEDA may, after written notice to Recipient:

1. Terminate this Contract.
2. Suspend or reduce pending and future disbursements.
3. Declare immediately due and payable without further demand, presentment, protest or notice of any kind the principal and any accrued interest on any outstanding Promissory Notes issued pursuant to this Contract, including both principal and interest and all fees, charges and other amounts payable under this Contract.
4. Require repayment of all or a portion of Award Funds disbursed.
5. Revoke or reduce authorized Tax Incentives.
6. Require full repayment of all or a portion of the value of Tax Incentives received.

(c) Reserved.

(d) *Default Interest Rate.* If an Event of Default occurs and remains uncured, a default interest rate of 6% shall apply to repayment of amounts due under this Contract. The default interest rate shall accrue from the first date Award Funds are disbursed or Tax Incentives are received.

(e) *Expenses.* The Recipient agrees to pay to the IEDA all expenses reasonably incurred or paid by IEDA, including reasonable attorneys' fees and court costs, in connection with any Default or Event of Default by the Recipient or in connection with the enforcement of any of the terms of this Contract.

9.2 Default by Community. An unremedied Event of Default may result in termination of this Contract and repayment by Community of all or a portion of the pledged local match, plus applicable default interest and costs.

(a) *Events of Default.* Any one or more of the following shall constitute an "Event of Default by Community" under this Contract:

1. *Noncompliance with Covenants.* Default in the observance or performance of any covenants of the Community set forth in Article 8, for more than five (5) business days; or

2. *Material Misrepresentation.* Any representation or warranty made by the Community in this Contract or in any statement or certificate furnished by it pursuant to this Contract, or made by Community in Exhibit A, Recipient's Financial Assistance Application, or in connection with any of the above, proves untrue in any material respect as of the date of the issuance or making thereof.

(b) *Notice of Default and Opportunity to Cure.* If IEDA has reasonable cause to believe that an Event of Default has occurred under this Contract, IEDA shall issue a written Notice of Default to the Community setting forth the nature of the alleged default in reasonable specificity and providing therein a reasonable period of time, which shall not be fewer than thirty (30) days from the date of the Notice of Default, during which the Community shall have an opportunity to cure, provided that cure is possible and feasible.

(c) *Remedies Available to IEDA.* When an Event of Default by Community has occurred and is not cured within the required time period, IEDA may, after written notice to Community:

1. Suspend or reduce pending and future disbursements to Community.

2. Require payment by Community of the amount of local financial assistance pledged to the Project but not provided.

(d) *Expenses.* The Community agrees to pay to the IEDA all expenses reasonably incurred or paid by IEDA including reasonable attorneys' fees and court costs, in connection with any Default or Event of Default by the Community or in connection with the enforcement of any of the terms of this Contract.

ARTICLE 10: MISCELLANEOUS.

10.1 Choice of Law and Forum; Governing Law.

(a) In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Contract, the proceeding shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa, if such court has jurisdiction. If, such court lacks jurisdiction and jurisdiction lies only in a

United States District Court, the matter shall be commenced in the United States District Court for the Southern District of Iowa, Central Division.

(b) This provision shall not be construed as waiving any immunity to suit or liability, in state or federal court, which may be available to the IEDA, the State of Iowa or its members, officers, employees or agents.

(c) This Contract and the rights and duties of the parties hereto shall be governed by, and construed in accordance with, the internal laws of the State of Iowa without regard to principles of conflicts of laws.

10.2 Contract Amendments. Neither this Contract nor any documents incorporated by reference in connection with this Contract, may be changed, waived, discharged or terminated orally, except as provided below:

(a) *Writing required.* The Contract may only be amended if done so in writing and signed by all the parties. Examples of situations requiring an amendment include, but are not limited to, time extensions, budget revisions, and significant alterations of existing activities or beneficiaries.

(b) *IEDA review.* Requests to amend this Contract shall be processed by IEDA in compliance with the IEDA's rules and procedures applicable to contract amendments.

10.3 Notices. Except as otherwise specified herein, all notices hereunder shall be in writing, including, without limitation by fax, and shall be given to the relevant party at its address, e-mail address, or fax number set forth below, or such other address, e-mail address, or fax number as such party may hereafter specify by notice to the other parties provided by United States mail, by fax or by other telecommunication device capable of creating a written record of such notice and its receipt. Notices hereunder shall be addressed:

To the Recipient at:

Microsoft Corporation
Kevin Williams, Director, Site Selection and Acquisition, MCIO
One Microsoft Way
Redmond, WA 98052
E-mail: kevwill@microsoft.com
Telephone: 425.706.4066
Facsimile: 425.936.7329

With copies to:

Microsoft Corporation
One Microsoft Way
Redmond, WA 98052
Attention: Portfolio Management, MCIO

And

Microsoft Corporation
One Microsoft Way
Redmond, WA 98052
Attention: Corporate, External and Legal Affairs, MCIO
Email: mciocela@microsoft.com

And

Microsoft Corporation
8855 Grand Avenue
West Des Moines, IA 50266
Attention: Datacenter Operations Manager

And

Microsoft Corporation
One Microsoft Way
Redmond, WA 98052
Attention: Portfolio Management, MCIO

To the IEDA at:

Iowa Economic Development Authority
Compliance
200 East Grand Avenue
Des Moines, Iowa 50309
Attention: Business Development - Compliance

E-mail: Compliance@iowa.gov
Telephone: 515.725.3000
Facsimile: 515.725.3010

To the Community at:

City of West Des Moines
Clyde Evans, Director, Community & Economic Development
4200 Mills Civic Parkway
PO Box 65320
West Des Moines, IA 50265

E-mail: Clyde.Evans@wdm.iowa.gov
Telephone: 515.222.3623
Facsimile: 515.222.3640

Each such notice, request or other communication shall be effective (i) if given by facsimile, when such facsimile is transmitted to the facsimile number specified in this Article and a confirmation of such facsimile has been received by the sender, (ii) if given by e-mail, when such e-mail is transmitted to the e-mail address specified in this Article and a confirmation of such e-mail has been received by the sender, (iii) if given by mail, five (5) days after such communication is deposited in the mail, certified or registered with return receipt requested, addressed as aforesaid or (iv) if given by any other means, when delivered at the addresses specified in this Article.

10.4 Headings. Article headings used in this Contract are for convenience of reference only and are not a part of this Contract for any other purpose.

10.5 Final Authority. The IEDA shall have the authority to reasonably assess whether the Recipient

has complied with the terms of this Contract. Any IEDA determinations with respect to compliance with the provisions of this Contract shall be deemed final determinations pursuant to Iowa Code Chapter 17A, Iowa Administrative Procedure Act.

10.6 Waivers. No waiver by IEDA of any default hereunder shall operate as a waiver of any other default or of the same default on any future occasion. No delay on the part of the IEDA in exercising any right or remedy hereunder shall operate as a waiver thereof. No single or partial exercise of any right or remedy by IEDA shall preclude future exercise thereof or the exercise of any other right or remedy.

10.7 Counterparts. This Contract may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

10.8 Survival of Representations. All representations and warranties made herein or in any other Contract document or in certificates given pursuant hereto or thereto shall survive the execution and delivery of this Contract and the other Contract documents and shall continue in full force and effect with respect to the date as of which they were made until all of Recipient's obligations or liabilities under this Contract have been satisfied.

10.9 Severability of Provisions. Any provision of this Contract which is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction. All rights, remedies and powers provided in this Contract or any other Contract document may be exercised only to the extent that the exercise thereof does not violate any applicable mandatory provisions of law, and all the provisions of this Contract and any other Contract document are intended to be subject to all applicable mandatory provisions of law which may be controlling and to be limited to the extent necessary so that they will not render this Contract or any other Contract document invalid or unenforceable.

10.10 Successors and Assigns. This Contract shall be binding upon the Recipient and IEDA and their respective successors and assigns, and shall inure to the benefit of the IEDA and Recipient and their successors and assigns.

10.11 Nonassignment. This Contract shall not be assigned, in whole or in part, by Recipient unless approved in writing by IEDA.

10.12 Termination. This Contract can be terminated under any of the following circumstances:

- (a) *Agreement of the Parties.* Upon written agreement of the Recipient, the Community and IEDA.
- (b) *Unremedied Event of Default.* As a result of the Recipient's or Community's unremedied Event of Default pursuant to Article 9.
- (c) *Termination or reduction in funding to IEDA.* As a result of the termination or reduction of funding to IEDA as provided in Article 4.4(c).

10.13 Documents Incorporated by Reference. The following documents are incorporated by reference and considered an integral part of this Contract:

- 1. Exhibit A - Recipient's Financial Assistance Application (on file with IEDA), Application # 17-HQJTC-006
- 2. Exhibit B-1 High-Quality Jobs Program – Tax Credit Component Special Conditions

- 3. Exhibit C - Description of the Project and Award Budget
- 4. Exhibit D - Job Obligations
- 5. Exhibit E- Qualifying Allowable Systems, Components, and Equipment.
- 6. Exhibit F - Sample Reports (Annual, Project Completion, and/or Close-Out)

10.14 Order of Priority. In the case of any inconsistency or conflict between the specific provisions of this document and the exhibits, the following order of priority shall control:

- 1. Article 1 - 10 of this Contract.
- 2. Exhibit A - Recipient's Financial Assistance Application (on file with IEDA), Application # 17-HQJTC-006
- 3. Exhibit B-1 High-Quality Jobs Program – Tax Credit Component Special Conditions
- 4. Exhibit C - Description of the Project and Award Budget
- 5. Exhibit D - Job Obligations
- 6. Exhibit E - Qualifying Allowable Systems, Components, and Equipment.
- 7. Exhibit F - Sample Reports (Annual, Project Completion, and/or Close-Out)

10.15 Integration. This Contract contains the entire understanding between the Parties relating to the Project and any representations that may have been made before or after signing this Contract, which are not contained herein, are nonbinding, void and of no effect. None of the Parties has relied on any such prior representation in entering into this Contract.

-This space intentionally left blank, signature page follows -

IN WITNESS WHEREOF in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into this Contract and have caused their duly authorized representatives to execute this Contract, effective as of the latest date stated below (Contract Effective Date).

FOR IEDA:

BY:

Deborah V. Durham, Director

Date

FOR RECIPIENT:

BY:



Christian Belady

General Manager, Cloud Infrastructure, Strategy
& Architecture, MCIO

19 Nov. 2010
Date

FOR THE COMMUNITY:

BY:

Signature

Typed Name and Title

Date

MICROSOFT CORPORATION

By: *Christian Belady*
Christian Belady
General Manager, Cloud Infrastructure,
Strategy & Architecture, MCIO

STATE OF WASHINGTON)
)
COUNTY OF KING)

On this 17th day of NOVEMBER, 2016, before me the undersigned, a Notary Public in and for said State, personally appeared Christian Belady, to me personally known, who, being by me duly sworn, did say that he is the General Manager, Cloud Infrastructure, Strategy & Architecture of Microsoft Corporation, and that said instrument was signed on behalf of said corporation; and that the said Christian Belady, as such representative acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by them voluntarily executed.



Kevin D Williams
Notary Public in and for the State of
Washington

LIST OF EXHIBITS

- Exhibit A - Recipient's Financial Assistance Application (on file with IEDA), Application # 17-HQJTC-006
- Exhibit B-1 High Quality Jobs Program – Tax Credit Component Special Conditions
- Exhibit C - Description of the Project and Award Budget
- Exhibit D - Job Obligations
- Exhibit E - Qualifying Allowable Systems, Components, and Equipment.
- Exhibit F - Sample Reports (Annual, Project Completion, and/or Close-Out)

EXHIBIT B – 1
High Quality Jobs Program – Tax Credit Component

Special Conditions to Contract # 17-TC-005

The following additional terms shall apply to the Contract:

SECTION 1: ADDITIONAL DEFINITIONS.

The following additional terms are defined in this Contract as follows:

“*Capital Investment*” means the investment spent on depreciable assets. The minimum Capital Investment required for this Project is as stated in Section 2 of this Exhibit. The allowable categories of expenditures for purposes of calculating Capital Investment are described in IEDA’s administrative rule 261 IAC 174.10.

“*Investment Qualifying for the Tax Credit*” means new investment directly related to jobs created or retained by the start-up, location, expansion or modernization for this Project. Not all of the expenditure categories used to calculate the “*Investment Qualifying for the Tax Credit*” are included for purposes of claiming the tax credits. The allowable categories of expenditures for purposes of claiming the tax benefits are described in IEDA’s administrative rule 261 IAC 174.10.

“*Qualifying Investment*” means the statutorily-required minimum investment amount that must be made and maintained by the Recipient to receive High Quality Jobs Program Tax Incentives for this Project. This amount is as stated in Section 2 of this Exhibit. Not all expenditures count toward meeting the required Qualifying Investment. The categories of expenditures that can be included for purposes of meeting and maintaining statutorily-required investment requirements are described in 261 IAC 174.10.

“*Economically Distressed Area*” means a county that ranks among the bottom 33 of all Iowa counties, as measured by either the average monthly unemployment level for the most recent 12-month period or the average annualized unemployment level for the most recent five-year period.

SECTION 2: TERMS AND CONDITIONS OF THE AWARD

2.1 Award. The Recipient is awarded the following Tax Incentives through the High Quality Jobs Program, based on the minimum investment requirements described herein: \$4,725,000.

2.2 Minimum Investment Requirements. As a condition of receiving Tax Incentives, the Recipient shall meet the following minimum investment requirements:

(a) Capital Investment.	\$ 417,700,000
(b) Qualifying Investment.	\$ 299,800,000
(c) Investment Qualifying for Tax Credits.	\$ 299,800,000

2.3 Additional Tax Incentives. The Recipient is eligible for additional incentives pursuant to Iowa Code section 15.326, et. seq. The following Tax Incentives, in the maximum amounts shown for each authorized incentive, are so available to the Recipient:

Authorized Incentives	Included in Award	Maximum Amt.
<i>Refund of Sales, Service, and Use Taxes.</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$ 4,725,000
<i>Refund of Sales Taxes Attributable to Racks, Shelving, and Conveyor Equipment.</i>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	\$ 0
<i>Corporate Tax Credit For Certain Sales Taxes Paid By Third Party Developer.</i>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	\$ 0
<i>Investment Tax Credit</i>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	\$ 0
<i>Research Activities Credit.</i>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	\$ 0
<i>Local Property Tax Exemption Provided by Community</i>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	\$ 0

2.4 Conditions for Authorized Incentives. The Recipient is responsible to seek these additional incentives through processes described in the applicable statutes and corresponding administrative rules, ordinances and procedures. The following conditions shall apply to the incentives described in section 2.3 of this Exhibit.

(a) *Refund Of Sales, Service And Use Taxes Paid To Contractors Or Subcontractors.* The Recipient is eligible for a refund of sales, service and use taxes paid to contractors and subcontractors as authorized in Iowa Code section 15.331A (2011 Supplement).

1. The Recipient may apply for a refund of the sales and use taxes paid under Iowa Code chapters 422 and 423 for gas, electricity, water or sewer utility services, goods, wares, or merchandise, or on services rendered, furnished, or performed to or for a contractor or subcontractor and used in the fulfillment of a written contract relating to the construction or equipping of a facility of the Recipient.
2. Taxes attributable to intangible property and furniture and furnishings shall not be refunded.
3. To receive a refund of the sales, service and use taxes paid to contractors or subcontractors, the Recipient must:
 - i. Inform the Iowa Department of Revenue (IDR) in writing within two weeks of project completion. For purposes of claiming this refund, "*project completion*" means the first date upon which the average annualized production of finished product for the preceding ninety-day period at the manufacturing facility operated by the Recipient is at least fifty percent of the initial design capacity of the facility.
 - ii. Make an application to IDR within one year after Project Completion, as defined in sub-paragraph i above.

(b) *Reserved.*

(c) *Reserved.*

(d) *Reserved.*

(e) *Reserved.*

(f) *Reserved.*

SECTION 3: ADDITIONAL COVENANTS

In addition to the Covenants described in Article 7 of the Contract, the Recipient shall be bound to the additional covenants:

3.1 Job Obligations. By the Project Completion Date, the Recipient shall create and/or retain the number of FTE Created Jobs and Retained Jobs included in, for Retained Jobs, and above, for Created Jobs, the Recipient's Base Employment Level, as detailed in Exhibit D – Job Obligations, and maintain the jobs through the Maintenance Period.

3.2 Wage Obligations. The Qualifying Wage Threshold rates specific to this Contract that must be met are stated in Exhibit D, Job Obligations. By the Project Completion Date and through the Maintenance Completion Period Date, the Recipient shall:

(a) For Projects in Economically Distressed Areas or at a designated Grayfield Site, the Qualifying Wage Threshold requirement applicable to all phases of the Project is 100% of the Qualifying Wage Threshold.

(b) For Projects at a designated Brownfield Site, the Qualifying Wage Threshold requirement applicable to all phases of the Project is 90% of the Qualifying Wage Threshold.

(c) For all other Projects:

1. For the *Created Jobs*, pay 100% of the Qualifying Wage Threshold at the start of the Project Completion Period, at least 120% of the Qualifying Wage Threshold by the Project Completion Date, and at least 120% of the Qualifying Wage Threshold until the Maintenance Period Completion Date.

2. For the *Retained Jobs*, pay at least 120% of the Qualifying Wage Threshold throughout both the Project Completion Period and the Maintenance Period.

3.3 Provide Sufficient Benefits. The Recipient shall provide Sufficient Benefits to all employees included as part of the job and wage obligations.

SECTION 4: ADDITIONAL DEFAULT PROVISIONS

In addition to the default provisions included in Article 9 of the Contract, the following default provisions shall apply:

4.1 Repayment of Tax Incentives Received - High Quality Jobs Program. IDR is the state agency responsible for collecting the value of any Tax Incentives received in violation of the terms of this Contract. The Community is the party responsible for collecting the value of the local tax incentives received in violation of this Contract. IEDA will determine if the Recipient has met the terms of this Contract. If there is an unremedied Event of Default, IEDA will provide written notice to IDR and the Community. Calculation of the amount owed may be based on a sliding scale in certain circumstances and may include

interest assessed by IDR. Those circumstances are as follows:

(a) **Failure to Meet Job Obligations by Project Completion Date.** If the Recipient does not meet its Job Obligations as detailed in Exhibit D, Job Obligations by the Project Completion Date, the repayment amount shall be the same proportion as the amount of the shortfall in created jobs. For example, if the business creates 50 percent of the jobs required, the business shall repay 50 percent of the incentives received.

Upon repayment of the amount due, IEDA will reduce the Recipient's Job Obligations. The reduced Job Obligations must be maintained through the Maintenance Period Completion Date.

(b) **Job shortfall at Maintenance Period Completion Date.** If the Recipient does not maintain its adjusted Job Obligations through the Maintenance Period Completion Date, Recipient shall repay an additional percentage of the Tax Incentives it has received. The amount to be repaid will be calculated as described in subsection (a) above.

(c) **Qualifying Investment.** If the Business does not meet its Qualifying Investment requirement as defined in Section 2 of this Exhibit, the repayment amount shall be the same proportion as the amount of the shortfall in required Qualifying Investment. For example, if the business meets 75 percent of the amount of required capital investment, the business shall repay 25 percent of the amount of the incentives received.

(d) **Less than Total Project Cost at Project Completion Date.** If the Recipient does not complete the Project with a Total Project Cost as stated in Exhibit C, Project Description and Award Budget, by the Project Completion Date Recipient shall repay a portion of the Tax Incentives received.

For example, if the Recipient's required Total Project Cost is 10% less than pledged, 10% of the value of the Tax Incentives received, plus any interest assessed by IDR, must be repaid.

(e) **Repayment Amount If Shortfall in Job Obligations, Qualifying Investment and/or Less Than Total Project Cost.** If the Recipient experiences a shortfall in two or more of its requirements related to Job Obligations, Qualifying Investment, or the Total Project Cost, IEDA will calculate the percentage owed for the Recipient's failure to meet each of the requirements. The higher of these amounts shall be the amount Recipient shall repay to IDR.

(f) **Selling, Disposing, or Razing of Property.** If, within five years of purchase, the Recipient sells, disposes of, razes, or otherwise renders unusable all or a part of the land, building, or other existing structures for which an investment tax credit was claimed, the income tax liability of the Recipient for the year in which all or part of the property is sold, disposed of, razed, or otherwise rendered unusable shall be increased by one of the following amounts, plus any interest assessed by IDR:

1. 100% of the tax credit claimed if the property ceases to be approved for the tax credit within one full year after being placed in service.
2. 80% of the tax credit claimed if the property ceases to be approved for the tax credit within two full years after being placed in service.
3. 60% of the tax credit claimed if the property ceases to be approved for the tax credit within three full years after being placed in service.
4. 40% of the tax credit claimed if the property ceases to be approved for the tax credit within four full years after being placed in service.

5. 20% of the tax credit claimed if the property ceases to be approved for the tax credit within five full years after being placed in service.

- End of Exhibit B – 1 -

**DESCRIPTION OF THE PROJECT AND AWARD BUDGET
(EXHIBIT C)**

Name of Recipient: Microsoft Corporation
Name of Community: City of West Des Moines
Contract Number: 17-TC-005

PROJECT DESCRIPTION

Microsoft Corporation will complete Phase 1 of a four-phase regional datacenter and associated support infrastructure to house servers and computer equipment to operate large-scale web portal services as part of Microsoft's on-line services businesses.

AWARD BUDGET

SOURCE OF FUNDS	AMOUNT	FORM	USE OF FUNDS	COST
IEDA Programs			*Land Acquisition	\$12,500,000
HQJP Tax Credit		¹ See Below	*Site Preparation	\$68,000,000
Microsoft	\$417,700,000	Internal financing	*Building Acquisition	
			*Building Construction	\$219,300,000
			*Building Remodeling	
			Lease Payments	
			*Mfg Machinery and Equipment	
			Other Machinery and Equipment	\$117,900,000
			Racking, Shelving, etc.	
			*Computer Hardware	
			Computer Software	
			*Furniture and Fixtures	
			Working Capital	
			Research and Development	
			Job Training	
			*included as capital investment if awarded tax credit program	
Total	\$417,700,000		Total	\$417,700,000

¹\$4,725,000 estimated benefit value

OTHER FUNDING

SOURCE OF FUNDS	TOTAL AMOUNT	FORM/TERM	USED AS MATCH
TIF	427B Equivalent	Infrastructure Improvements*	
Tax Abatement			
260E Job Training			
In-Kind Contributions			

*Infrastructure improvements valued in excess of the amount required by the project described herein may be applied as local match for future projects that also benefit from stated improvements

EXHIBIT D – JOB OBLIGATIONS

Recipient: Microsoft Corporation
Community: City of West Des Moines
Contract Number: 17-TC-005

This Project has been awarded Project Completion Assistance and Tax Incentives from the High Quality Jobs Program (HQJP) – Tax Credit Component. The chart below outline the contractual job obligations related to this Project.

Data in the “Employment Base” column has been verified by IEDA and reflects the employment characteristics of the facility receiving funding before this award was made. Jobs to be retained as a part of this Project must be included in these calculations.

Data in the “Jobs To Be Created” column outlines the new full-time jobs (including their wage characteristics) that must be added to the employment base and, if applicable, statewide employment base as a result of this award.

At the Project Completion Date and through the Maintenance Period Completion Date, the Recipient must achieve, at a minimum, the numbers found in the “Total Job Obligations” column.

HQJP JOB OBLIGATIONS		Employment Base	Jobs To Be Created	Total Job Obligations
Project Completion Date:	July 31, 2020			
Maintenance Period Completion Date:	July 31, 2022			
Total employment at project location		212	57	269
Average wage of total employment at project location		\$24.35		
Qualifying Laborshed Wage threshold requirement (per hr)		\$27.92 (120%)		
Number of jobs at or above qualifying wage		46	11	57
Average Wage of jobs at or above qualifying wage		\$34.03		

Notes re: Job Obligations

1. When determining the number of jobs at or above the qualifying wage, wages will include only the regular hourly rate that serves as the base level of compensation. The wage will not include nonregular forms of compensation such as bonuses, unusual overtime pay, commissions, stock options, pension, retirement or death benefits, unemployment benefits or other insurance, or other fringe benefits.
2. Employment Base includes 0 “Retained Jobs”.

If the Recipient uses or proposes to use a non-standard work week (8 hours a day, 5 days a week, 52 weeks a year including holidays, vacation and other paid leave), check the box below and describe that alternative schedule. The alternative schedule must meet the requirements of 261 IAC 173.2. If the box is not checked or if no alternative schedule is provided, IEDA will consider “*Full-time Equivalent (FTE) Job*” to mean the employment of one person for 8 hours per day for a 5-day, 40-hour workweek for 52 weeks per year, including paid holidays, vacations and other paid leave.

The Recipient shall use an alternative work week for purposes of its employees described in the Contract. The alternative work week is as follows: [description].

Sufficient Benefits Deductible Requirements

All Created Jobs (whether it is direct hire by Recipient or whether the position is hired through vendor resources) shall have Sufficient Benefits with a maximum deductible of \$1,250 for single coverage or \$2,500 for family coverage.

**Exhibit E -
Qualifying Allowable Systems, Components, and Equipment.**

The following list identifies those items that are sales-tax exempt for Data Center Projects. The list includes but is not limited to:

1. **Servers** (including mainframes, network infrastructure, and data storage hardware)
2. **Cabling** (including cable trays, switches, directors, and wiring used to operate the servers)
3. **Racks/racking systems** (including cabinets and rack-mounted cable trays)
4. **Network hardware**
5. **Back-up power generation systems** (including UPS, Generators, fuel cells, and battery systems)
6. **Cooling systems**, cooling towers, and other temperature control infrastructure (including computer room air conditioners, heating, ventilating, and HVAC systems and controls)
7. **Power infrastructure** (including all electrical equipment such as switch gear, transformers, and business-owned substations)
8. **Fuel** for back-up power generation

**Exhibit F -
Sample Reports (Annual, Project Completion, and Close-Out)**

Annual Project Report format

Microsoft Vendor Employee Report

Location: West Des Moines Data Center

Reporting
Period:

Provider	# of Positions in Prior period	# of Positions in Current Period	Increase/ Decrease
Microsoft			0
Vendor A			0
Vendor B			0
Vendor C			0
Vendor D			0
Vendor E			0
Total	0	0	0

Provider	Internal Employee/Resource Reference Number	Hourly Rate- prior period	Hours Worked per Week- prior period	Start Date on the Project	Hourly Rate	Hours per Week	Still Work on the project? (YES) or (No)	Full Time Equivalent
Company ABC	Title	\$ -			\$ -			
Company XYZ	Title	\$ -			\$ -			
Microsoft	Title	\$ -			\$ -			
Total								

Sum of Hourly Wages (use low end of range)

Total number of jobs created

Average Wage

Prepared by: C. Evans, City of West Des Moines Community and Economic Dev. PO Box 65320, WDM, IA 50265-0320 515-273-0770
When Recorded Return to: City Clerk, City of West Des Moines, 4200 Mills Civic Parkway, PO Box 65320, West Des Moines, IA 50265-0320

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA, AUTHORIZING THE MAYOR TO SIGN THE ECONOMIC DEVELOPMENT ASSISTANCE CONTRACT WITH MICROSOFT CORPORATION, AND THE IOWA ECONOMIC DEVELOPMENT AUTHORITY (IEDA) FOR ASSISTANCE UNDER THE HIGH QUALITY JOBS PROGRAM (HQJP)

WHEREAS, Microsoft Corporation, a software and web portal service company, proposes to undertake an investment of \$981,240,000 in the construction of a four-phase regional data center;

WHEREAS, the City Council of the City of West Des Moines on July 11, 2016, directed staff to file a formal application with the IEDA for financial assistance in support of Microsoft within West Des Moines, Iowa;

WHEREAS, the City is prepared to offer infrastructure improvements to meet the local match requirements for the IEDA's High Quality Jobs Program:

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA THAT the Mayor is authorized to sign the IEDA Economic Development Assistance Contract on behalf of the City.

PASSED AND ADOPTED this 28th day of November, 2016

Steven K. Gaer, Mayor

Attest:

Ryan T. Jacobson, City Clerk

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

Date: November 28, 2016

ITEM: Businessolver, 1025 Ashworth Drive – Approve and Accept Hold Harmless Agreement – GuideOne Mutual Insurance Company – MML2-003084-2016

RESOLUTION: Approval and Acceptance of Hold Harmless Agreement

FINANCIAL IMPACT: Undetermined.

BACKGROUND: Attached is a Hold Harmless Agreement for property located within Lot 2, Colby’s Office Park. The applicant, GuideOne Mutual Insurance Company, owners of property located at 1025 Ashworth Road, in association with Businessolver, tenant within the building has provided the City with a Hold Harmless Agreement which was required by the City as part of a minor modification development application for Businessolver to modify the building and the front parking lot (Project File # MML2-003084-2016). Businessolver wants a new monument sign along Ashworth Road to better identify their business to passersby. The City sign code requires that a monument sign be setback 10 feet from the ultimate right-of-way. The ultimate right-of-way for Ashworth Road is located 27’ further to the north than the existing right-of-way line. Businessolver requested that they be allowed to install the sign 10’ from the existing right-of-way instead of the ultimate right-of-way, so that the sign will be closer to Ashworth Road and therefore more visible. The city requested the property owner and tenant execute a Hold Harmless Agreement releasing the city from claims for losses, damages, or expenses which occurs during the removal and/or reinstallation of the sign as a result of city activity relating to construction, reconstruction, and right-of-way acquisition should Ashworth Road be expanded in the future. The executed Hold Harmless Agreement has been provided and thus staff is recommending the City Council accept the Hold Harmless Agreement.

CITY COUNCIL SUBCOMMITTEE: This request was presented to the Development and Planning City Council Subcommittee on July 25, 2016 as an informational item. The committee members present were in support of the proposed Hold Harmless Agreement.

OUTSTANDING ISSUES: There are no outstanding issues.

RECOMMENDATION: Adopt a resolution approving and accepting the Hold Harmless Agreement.

Lead Staff Member: Brian Portz *BP*

Staff Reviews:

Department Director	<i>JL</i>
Appropriations/Finance	
Legal	<i>MS</i>
Agenda Acceptance	<i>BP</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	July 25, 2016		
Recommendation	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Split <input type="checkbox"/>

ATTACHMENTS:

- Exhibit I - Resolution
- Exhibit II - Hold Harmless Agreement

EXHIBIT I

Prepared by: B. Portz, Development Services, City of WDM, PO Box 65320, WDM, 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

RESOLUTION

**A RESOLUTION APPROVING AND ACCEPTING A HOLD HARMLESS AGREEMENT FOR
PROPERTY LOCATED AT 1025 ASHWORTH ROAD**

WHEREAS, it is the policy of the City of West Des Moines, Iowa to approve agreements involving any property interests of the City; and

WHEREAS, the following documents establishing a hold harmless agreement for the purposes of allowing the encroachment into the ultimate right-of-way of a monument sign identifying Businessolver which is located in the building at 1025 Ashworth Road has been presented to the City for approval;

Hold Harmless Agreement for the placement of a monument sign within the ultimate right of way
of Ashworth Road, and as legally described as Lot 2, Colby's Office Park, an official plat in the
City of West Des Moines, Polk County, Iowa

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA THAT the document described above agreeing to conditions to the encroachment of a monument sign in the Ashworth Road ultimate right-of-way by the tenant and owner of 1025 Ashworth Road and the City of West Des Moines, Iowa is hereby approved and accepted and shall be filed with the county recorder as appropriate.

PASSED AND ADOPTED this 28th day of November 28, 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 November 28, 2016, by the following vote:

ATTEST:

Ryan T. Jacobson
City Clerk

EXHIBIT II

Prepared by: B. Portz, City of West Des Moines Development Services, P.O. Box 65320, West Des Moines, IA 50265-0320, (515) 222-3620
When Recorded, Return to: City Clerk, City of West Des Moines, P.O. Box 65320, West Des Moines, IA 50265-0320
Address Tax Statement to: Not applicable

AGREEMENT

This Agreement is made and entered into this 21 day of October 2016 by and between Businessolver.Com, Inc., a Delaware corporation ("Owners"), GuideOne Mutual Insurance Company, an Iowa corporation ("Lessor") and the City of West Des Moines, Iowa, an Iowa municipal corporation ("City").

WITNESSETH:

WHEREAS, the Owner leases a building from Lessor located in West Des Moines, Iowa, on property legally described as:

LOT 2, COLBY'S OFFICE PARK, AN OFFICIAL PLAT,
ALL IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA

WHEREAS, the Owner has requested approval to install a ground monument sign identifying the business located on the above legally-described property, locally known as 1025 Ashworth Road; and

WHEREAS, under the terms and conditions of the lease and/or by consent of the Lessor of the Property, the Owner has the lawful right and authority to install the ground monument sign; and

WHEREAS, location of the ground monument sign will be on private property but will be within the area identified in the Comprehensive Plan of the City of West Des Moines that may ultimately comprise a portion of the future Ashworth Road right of way, which will be owned and/or controlled by the City; and

WHEREAS, the West Des Moines city code prohibits private property improvements to be located within the area comprising the ultimate right of way without approval of the City; and

WHEREAS, in exchange for approval by the City to allow installation of the monument sign, the Owner and the Lessor have agreed to enter into this Agreement; and

WHEREAS, at such time, if ever, the area comprising a portion of the ultimate right of way for Ashworth Road on which the monument sign is located is required by the City for construction, reconstruction or expansion of Ashworth Road, the Owner agrees to remove the monument sign and any appurtenant structures or devices at Owner's sole cost and expense.

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

Placement and Removal of Sign. Owner shall have the right to place the monument sign in the area identified in the West Des Moines Comprehensive Plan as Ashworth Road Ultimate right of way on the property legally-described above, subject to all rules and regulations of the City of West Des Moines. If, as solely determined by City, removal of the sign becomes necessary, Owner agrees to remove the sign and any appurtenant structures at Owner's sole expense and without compensation from the City.

Maintenance. The Owner acknowledges and agrees that it shall be responsible and liable at all times for the maintenance, repair, removal, replacement or relocation of the monument sign and that the Owner expressly acknowledges and agrees that the City shall not have any responsibility or liability whatsoever for the repair, removal, replacement or relocation of the monument sign or any appurtenant structures or devices.

Running of Benefits and Burdens. The terms and conditions of this Agreement are binding upon the Owner and the Lessor, including, but not limited to, future owners, developers, successors-in-interest, lessees or occupants. All provisions of this instrument, including benefits and burdens, run with the land and are binding upon and inure to the heirs, assigns, successors, tenants and personal representatives of the parties hereto.

Representations and Warranties. The Owner and Lessor covenant with the City that they have good right and lawful authority to make and execute this Agreement. The Owner warrants that it will defend this Agreement against the lawful claims of all persons.

Jurisdiction and Venue. The Owner and Lessor 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 Agreement. The parties consent to the district court in and for Polk County, Iowa as proper venue.

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

Parties. The term "City" as used herein shall refer to the City of West Des Moines, Iowa, its elected officials, agents, employees, officers, and contractors. The term "Owner" shall refer to Businessolver.Com, Inc., its assigns, successors-in-interest and lessees, if any, and the term "Lessor" shall refer to GuideOne Mutual Insurance Company, its assigns, successors-in-interest and lessees, if any.

Paragraph Headings. The paragraph headings in this Agreement are included solely for convenience and shall not affect or be used in connection with the interpretation of this Agreement.

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

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

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first written above.

BUSINESSOVLER.COM, Inc.,
a Delaware corporation
OWNER



Todd Seiffer
CFO



STATE OF IOWA)
) SS:
COUNTY OF Polk)

This record was acknowledged before me on this 24 day of October, 2016, by _____
Kevin John Kauffman as _____ of
Businesssolvers.Com, Inc. on behalf of whom the record was executed.



Notary Public in and for the State of Iowa

GUIDEONE MUTUAL INSURANCE COMPANY,
an Iowa corporation
LESSOR

STATE OF IOWA)
) SS:
COUNTY OF _____)

This record was acknowledged before me on this _____ day of _____, 2016, by _____
_____ as _____ of
GuideOne Mutual Insurance Company, on behalf of whom the record was executed.

Notary Public in and for the State of Iowa

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first written above.

BUSINESSOVLER.COM, Inc.,
a Delaware corporation
OWNER

Name of person signing,
Title of Person signing,

STATE OF IOWA)
) SS:
COUNTY OF _____)

This record was acknowledged before me on this _____ day of _____, 2016, by _____
as _____
of Businessolvers.Com, Inc. on behalf of whom the record was executed.

Notary Public in and for the State of Iowa

GUIDEONE MUTUAL INSURANCE COMPANY,
an Iowa corporation
LESSOR

Brian Hughes
Name of person signing,) *Brian Hughes*
Title of Person signing,) *SVP & CEO*

STATE OF IOWA)
) SS:
COUNTY OF Polk)

This record was acknowledged before me on this 21st day of October, 2016, by _____
Lana L. Marsh as _____
of GuideOne Mutual Insurance Company, on behalf of whom the record was executed.

Lana L Marsh
Notary Public in and for the State of Iowa



CITY OF WEST DES MOINES, IOWA

Steven K. Gaer, Mayor

Attest:

Ryan T. Jacobson
City Clerk

STATE OF IOWA)
)SS:
COUNTY OF POLK)

On this _____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Steven K. Gaer and Ryan T. Jacobson, to me personally known, who being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of West Des Moines, a Municipal Corporation executing the within and foregoing instrument, that the seal of the City of West Des Moines, Iowa, has been affixed hereto; and that said instrument was signed and sealed on behalf of the Municipal Corporation of the City of West Des Moines, Iowa, by authority of its City Council by Resolution duly adopted and that said Mayor and City Clerk as such officers acknowledged the execution of said instrument to be the voluntary act and deed of the City of West Des Moines, Iowa by it and them voluntarily executed.

Notary Public in and for the State of Iowa

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

DATE: November 28, 2016

ITEM: Resolution - Approval of Release and Settlement Agreement

FINANCIAL IMPACT: \$1,900,000 total (\$10,000.00 from City and \$1,890,000 from Iowa Communities Assurance Pool)

SYNOPSIS: In May, 2015, Tanya Zaglauer Schmill filed a lawsuit against the City of West Des Moines and Police Chief Shaun LaDue seeking damages in connection with her employment with the City (Gass, et al. vs. the City of West Des Moines, Iowa, et al.).

BACKGROUND: At the direction of the City's insurance carrier, ICAP, Tanya Zaglauer Schmill has negotiated a Release and Settlement Agreement with Chief LaDue and the City of West Des Moines regarding the lawsuit filed in May, 2015. The Agreement releases and discharges LaDue, the City and ICAP (Iowa Community Assurance Pool) and all City related insurance entities from any and all claims alleged in the lawsuit or in relation to Ms. Zaglauer Schmill's employment with the City.

The Settlement Agreement anticipates payment of \$150,000.00 to Ms. Zaglauer Schmill for emotional distress damages, \$150,000.00 for lost wages and \$816,902.42 to fund future Periodic Payments as set forth in detail in Exhibit A of the Release and Settlement Agreement. A payment of \$783,097.58 to the Fiedler & Timmer Law Firm, the attorneys representing Ms. Zaglauer Schmill, will also be made. The Settlement Agreement further requires that Ms. Zaglauer Schmill leave City employment after a decision has been made on her application for disability retirement and dismiss her lawsuit. The Agreement also contemplates training of the West Des Moines Police Department on discrimination and retaliation issues.

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


This Agreement is only in relation to Ms. Zaglauer Schmill.

OUTSTANDING ISSUES (if any): None.

RECOMMENDATION: Approve the Release and Settlement Agreement between the City of West Des Moines, Shaun LaDue and Alice Zaglauer Schmill.

Lead Staff Member: Richard J. Scieszinski, City Attorney

STAFF REVIEWS

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

**RESOLUTION APPROVING RELEASE AND SETTLEMENT AGREEMENT
BETWEEN TANYA ZAGLAUER, SHAUN LADUE AND
THE CITY OF WEST DES MOINES, IOWA**

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

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

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

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

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

PASSED AND ADOPTED this 28th day of November, 2016.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson,
City Clerk

RELEASE AND SETTLEMENT AGREEMENT

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

WHEREAS, the City and LaDue have denied any liability for the claims made and the damages sought by Zaglauer in the Lawsuit; and

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

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

NOW, THEREFORE, Zaglauer, the City, and LaDue agree as follows:

1. **RELEASE.** In consideration of the covenants, promises, and conditions herein contained and the amounts to be paid hereunder, receipt of which is hereby acknowledged, Zaglauer, for herself and her heirs, legal representatives, successors and assigns, hereby releases and discharges the City, LaDue, Iowa Communities Assurance Pool (ICAP), American Risk Pooling Consultants, Inc., York Risk Pooling Services, Inc., and Public Entity Risk Services of Iowa (PERSI), and their successors, predecessors, affiliates, representatives, employees, agents,

officers, directors, attorneys, the City Council, insurers and assigns from any and all claims, causes of action, damages, liabilities, expenses, fees, and costs, which Zaglauer ever had, now has, or may have in the future for any losses, injuries, or damages, which occurred prior to the execution of this Agreement, whether anticipated or unanticipated, arising from, arising out of, or directly or indirectly connected with Zaglauer's employment, her constructive discharge claim, and her claims against the City and LaDue. Zaglauer releases the City and LaDue from any claims that have been made or could be made involving her employment to and through the date of the execution of this Agreement, including claims for wrongful termination, breach of implied contract, breach of implied covenant of good faith and fair dealing, or any other contract, implied contract, or quasi contract. It is further agreed that this Release includes, but is not limited to, any claims to and through the date of the execution of this Agreement for discrimination based on the Age Discrimination in Employment Act, Title VII of the Equal Employment Opportunities Act, the Iowa Civil Rights Act, the Fair Labor Standards Act, Iowa Code Chapter 91A, the Americans with Disabilities Act, the FMLA and any and all other claims, whether statutory or common law.

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

(a) The City will pay \$150,000.00 to Zaglauer reported on Form 1099 for emotional distress damages; and

(b) The City will pay \$150,001.22 to Zaglauer reported on Form W-2 for claims of lost wages. This payment will be subject to required withholdings and deductions for applicable taxes; and

(c) The City will make a payment of \$817,692.00 to fund Defendants' future Periodic Payment obligation as set forth in detail in Exhibit A; and

(d) The City will pay \$782,306.78 to Fiedler & Timmer, PLLC which will be reported on Form 1099.

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

4. DISMISSAL OF ZAGLAUER'S CLAIMS IN THE LAWSUIT. Once the payment is made in accordance with paragraph 2 above, Zaglauer agrees to dismiss with prejudice all of her claims pending in the Lawsuit and further agrees that her claims for relief asserted in the Lawsuit are dropped for all purposes and all times. The only payment to be made by the City or LaDue for costs of suit and attorney fees for Zaglauer is the payment set forth in paragraph 2.

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

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

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

8. TAX MATTERS. Zaglauer acknowledges that the City does not warrant or represent any tax consequences of this Agreement, and she is relying on her own counsel and/or tax advisors and not on the City in that regard. If the Internal Revenue Service or the Iowa Department of Revenue disagree with the tax treatment of this settlement payment, Zaglauer agrees to release and indemnify the City for any charges, payments, fines, fees or other costs incurred in connection therewith except as prohibited by law. City will pay its share of payroll taxes as required by law.

9. EMPLOYMENT. Consistent with her sworn testimony at trial, Zaglauer will leave City employment after a decision has been made on her application for disability retirement.

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

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

another, whether in writing or orally, are understood by the Parties to be merged in this Agreement.

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

13. MEDICARE REPRESENTATIONS. Zaglauer represents that she is not currently receiving Medicare benefits and Medicare has not made any conditional payments on her behalf. Zaglauer has not and will not apply for Social Security Disability benefits related to this incident. Zaglauer does not anticipate any future Medicare-eligible expenses relative to any injuries suffered while an employee of the City. Because none of the parties anticipate any future Medicare-eligible expense, no part of the settlement is being set aside for Medicare. Zaglauer agrees to defend, indemnify, and hold the City harmless from any interest asserted by Medicare. Such indemnification shall include, without limitation, any and all attorney fees, court costs, and any and all other costs and expenses.

14. TRAINING. The City will provide debriefing and in-person training on discrimination, harassment, and retaliation for all employees of the City of West Des Moines Police Department.

Tanya Zaglauer Schmall

Date

City of West Des Moines, Iowa

Date

Shaun LaDue

Date

EXHIBIT A

I. Periodic Payments

A draft payable to BARCO Assignments, LTD to fund future Periodic Payments according to the following schedule. For settlement purposes, the present value of these future payments is \$817,692.00:

Payee: Tanya Zaglauer Schmill

1. \$50,000 payable on January 1, 2021;
2. \$50,000 payable on January 1, 2026;
3. \$5,029.00 payable monthly for life, beginning August 1, 2027, guaranteed for 20 years and zero months. Final guaranteed payment on 07/01/2047.

The parties agree these future periodic payments are allocated to general compensatory damages, including emotional distress.

With respect to the funding of any annuity (structured settlement) to be purchased as part of this settlement, it is further agreed and understood that if the structured settlement is funded after 01/05/2017 (purchase date) for any reason, including but not limited to delay in obtaining final court approval, delay in satisfying Medicare requirements, and/or any other reasonable cause, the above payment beginning dates may be delayed by the same number of days to maintain the agreed to benefit amount.

It is expressly understood by and between the parties that the Defendants make no representation with regard to the tax consequences of this transaction. It is further understood that no portion of the settlement proceeds represent prejudgment or post judgment interest.

II. Consent to a Non-Qualified Assignment

The Parties hereto acknowledge and agree that the Defendants may make a "non-qualified assignment" to BARCO Assignments, LTD [hereinafter referred to as BARCO] of the Defendants' liability to make the periodic payments described above.

Any such assignment, if made, shall be accepted by the Claimant without right of rejection and shall completely release and discharge the Defendants from such obligations hereunder as are assigned to BARCO.

The obligation assumed by BARCO with respect to any required payment shall be discharged upon the mailing of a check or electronic funds transfer on or before the due date of a valid payment in the amount specified to the address of record. In the event Payee notifies BARCO that a check has not been received, or that an electronic transfer has not been deposited, BARCO will initiate a stop payment action, and,

upon confirmation that such check has not been negotiated or electronic funds transfer deposited, BARCO shall issue a replacement check or electronic funds transfer.

Payee agrees:

A. That periodic payments under this Settlement Agreement cannot be accelerated, deferred, increased or decreased by the Claimant.

B. In the event of an assignment, BARCO's obligation for payment of the periodic payments shall not be greater than the obligation of the person originally liable (whether by suit or agreement) for payment and from whom the obligation was assigned.

III. Right to Purchase an Annuity

The Defendants and/or BARCO shall not segregate or set aside any of its assets to fund the payments to Claimant required herein. Said payments cannot be accelerated, deferred, increased or decreased. The Claimant shall have no power to sell, mortgage, encumber, or anticipate the payments in whole, or part, by assignment or otherwise, except as pursuant to a qualified order under IRC Section 5891.

Claimant agrees that the Defendants and/or BARCO shall have the right to fund its liability to make periodic payments by purchasing a "qualified funding asset" in the form of annuity policy from Liberty Life Assurance Company of Boston [hereinafter referred to as Liberty Life] brokered through Summit Settlement Services, Inc. The Defendant and/or BARCO shall be the owner of the annuity policy and shall have all rights of ownership. The Defendant and/or BARCO may have Liberty Life mail payments directly to the Claimant. The Claimant shall be responsible for maintaining the currency of the proper mailing address and mortality information to Liberty Life. Liberty Mutual Insurance Company will provide a Certificate of Guarantee that allows for Liberty Mutual Insurance Company to assume the responsibility to make any and all payments under the annuity contract in the event that Liberty Life Assurance Company of Boston were unable. It is understood Stan K. Harlan of Summit Structured Settlements will handle the funding of the annuity policy with Liberty Life.

IV. Discharge of Obligation

The obligation of the Defendants, the Insurer and/or the Assignee to make each Periodic Payment shall be discharged upon the mailing of a valid check in the amount of such payment to the designated address of the Payee(s) named in Section I of this Exhibit.

Upon Defendant/Insurer's funding of the full premium to the Assignee, and full execution of the Assignment document, Assignee will accept and assume, all of Assignor's liability to make the periodic payment(s). Each Claimant hereby accepts and consents to such assignment by Assignor and assumption by Assignee. Effective on the Effective Date of the NON-Qualified Assignment and Release Agreement, each Claimant hereby releases and discharges Assignor from all liability to make the Periodic Payments, including the failure of Assignee to make any of the Periodic Payments and/or to fund any of the Periodic Payments for any reason whatsoever. Claimant agrees never to look to the Assignor for payment of any benefits should the life company fail to make the payments, go insolvent, etc.

V. Beneficiary

Any payments to be made after the death of Payee pursuant to the terms of this Settlement Agreement shall be made to such person or entity as shall be designated in writing by Payee to BARCO. If no person or entity is so designated by Payee, or if the person designated is not living at the time of the Payee's death such payments shall be made to the estate of Payee. No such designation, nor any revocation thereof, shall be effective unless it is in writing and delivered to BARCO. The designation must be in a form acceptable to BARCO before such payments are made.

Non-Qualified Assignment and Release of Periodic Payment Obligation

"Claimant" Tanya Zaglauer Schmeil
"Assignor" Iowa Communities Assurance Pool
"Assignee" BARCO ASSIGNMENTS LTD.
"Annuity Issuer" LIBERTY LIFE ASSURANCE COMPANY OF BOSTON
"Effective Date"

This Agreement is made and entered into by and between the parties hereto as of the Effective Date with reference to the following facts:

- A. Claimant has executed a settlement agreement or release dated _____ (the "Settlement Agreement") that provides for the Assignor to make certain periodic payments to or for the benefit of the Claimant as stated in Addendum No. 1 (the "Periodic Payments"); and
- B. The parties desire to effect an assignment of Assignor's periodic payment liabilities to Assignee.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the parties agree as follows:

1. The Assignor hereby assigns and Assignee hereby assumes all of Assignor's liability to make the Periodic Payments. The Assignee assumes no liability to make any payment not specified in Addendum No. 1.
2. The Assignee's liability to make the Periodic Payments is no greater than that of the Assignor immediately preceding this Agreement. Assignee is not required to set aside specific assets to secure the Periodic Payments. The Claimant has no rights against the Assignee greater than a general creditor. None of the Periodic Payments may be accelerated, deferred, increased or decreased and may not be anticipated, sold, assigned, or encumbered.
3. The obligation assumed by Assignee with respect to any required payment shall be discharged upon the sending on or before the due date of a valid check (or other form of payment) in the amount specified to the address of record.
4. This Agreement shall be governed by and interpreted in accordance with the laws of _____.
5. The Assignee may fund the Periodic Payments by purchasing an annuity contract or funding agreement issued by the Annuity Issuer. All rights of ownership and control of such annuity contract shall be and remain vested in the Assignee exclusively.
6. The Assignee may have the Annuity Issuer send payments under any annuity contract or funding agreement purchased hereunder directly to the payee(s) specified in Addendum No. 1. Such direction of payments shall be solely for the Assignee's convenience and shall not provide the Claimant or any payee with any rights of ownership or control over the annuity contract, funding agreement or against Annuity Issuer.
7. Assignee's liability to make the Periodic Payments shall continue without diminution regardless of any bankruptcy or insolvency of the Assignor.

8. In the event the Settlement Agreement is declared terminated by a court of law this Agreement shall terminate. The Assignee shall then assign ownership of any annuity contract or funding agreement purchased hereunder to Assignor, and Assignee's liability for the Periodic Payments shall terminate.

9. This Agreement shall be binding upon the respective representatives, heirs, successors and assigns of the Claimant, the Assignor and the Assignee and upon any person or entity that may assert any right hereunder or to any of the Periodic Payments.
10. The Payee hereby accepts Assignee's assumption of all liability for the Periodic Payments and hereby releases the Assignor from all liability for the Periodic Payments.

Assignor: Iowa Communities Assurance Pool

Assignee: BARCO ASSIGNMENTS LTD.

By: *Authorized Representative*

By: *Authorized Representative*

Title: _____

Title: _____

Payee/Insured: _____

Attorney for Payee/Insured: _____

Addendum No. 1

Description of Periodic Payments

Payee (1): **Tanya Zaglauer Schmell**

- Benefit(s):
1. **Life Certain Annuity** - \$5,029.00 for life, payable monthly, guaranteed for 20 year(s), beginning on 08/01/2027, with the last guaranteed payment on 07/01/2047.
 2. **Guaranteed Lump Sum** - \$50,000.00 paid as a lump sum on 01/01/2021 guaranteed.
 3. **Guaranteed Lump Sum** - \$50,000.00 paid as a lump sum on 01/01/2026 guaranteed.

Initials

Assignor: _____

Payee/Insured: _____

Assignee: _____

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

ITEM: Approval of Proclamation
#GivingTuesday

DATE: November 28, 2016

FINANCIAL IMPACT: None

BACKGROUND:

#GivingTuesday was established in 2012 as a national day of giving on the Tuesday following Thanksgiving.


OUTSTANDING ISSUES (if any): None

RECOMMENDATION:

Approval of Proclamation declaring November 29, 2016 as “#GivingTuesday”

Lead Staff Member: Ryan T. Jacobson, City Clerk

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

Proclamation
#GivingTuesday
November 29, 2016

Whereas, #GivingTuesday was established as a national day of giving on the Tuesday following Thanksgiving, and;

Whereas, #GivingTuesday is a celebration of philanthropy and volunteerism where people give whatever they are able to give, and;

Whereas, #GivingTuesday is a day where citizens work together to share commitments, rally for favorite causes, build a stronger community, and think about other people, and;

Whereas, it is fitting and proper on #GivingTuesday and on every day to recognize the tremendous impact of philanthropy, volunteerism, and community service in the City of West Des Moines, and;

Whereas, #GivingTuesday is an opportunity to encourage citizens to serve others throughout this holiday season and during other times of the year, and;

Whereas, the City of West Des Moines has the distinguished honor of being the only city in our state with a stand alone human services department;

NOW, THEREFORE, I, Steven K. Gaer, Mayor of the City of West Des Moines, Iowa, do hereby proclaim November 29, 2016, as “#GivingTuesday” in the City of West Des Moines, Iowa, and encourage all citizens to join together to give back to the community by volunteering or donating to West Des Moines Human Services or in any way other that is personally meaningful.

Signed this 28th day of November, 2016.

ATTEST:

Steven K. Gaer, Mayor

Ryan T. Jacobson, City Clerk

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

ITEM: Human Rights Proclamation

DATE: November 28, 2016

FINANCIAL IMPACT: None



BACKGROUND: Human Rights Day is December 10, 2016 which celebrates the founding ideals of our nation and emphasizes the importance of protecting human liberty throughout our country. Everyone has the right to be recognized as a person before the law, and all are equal before the law, and all are entitled without discrimination to equal protection of the law. On this day we celebrate the ideals of our founders and reaffirm our belief that freedom is the right of all mankind.

OUTSTANDING ISSUES (if any): none

RECOMMENDATION: Recognize Human Rights Day and recognize Human Rights Commissioners at the Council meeting.

Lead Staff Member: Althea Holcomb

STAFF REVIEWS

Department Director	Althea Holcomb	
Appropriations/Finance		
Legal		
Agenda Acceptance		

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

A Proclamation

Whereas, On Human Rights Day, Saturday, December 10th, 2016, we celebrate the founding ideals of our Nation which emphasize the importance of protecting human liberty throughout our great country; and

Whereas, As Iowans, we cherish the values of free speech, equality, and religious freedom, and we stand in unity against injustice, inequality and tyranny; and

Whereas, the citizens of West Des Moines affirm that everyone has the right to be recognized as a person before the law, and all are equal before the law, and all are entitled without discrimination to equal protection of the law regardless of age, race, color, religion, creed, sex, sexual orientation, gender identity, marital status, national origin, disability, genetic information, or veteran status.

Whereas, we believe peace and justice prevail when people are free to speak, assemble, and worship, when their rights are protected, and when governments are accountable to their citizens. These foundations of freedom are guaranteed for Americans in the Bill of Rights of our Constitution.

Whereas, On December 10th, 2016 Human Rights Day, we celebrate the ideals of our founders and reaffirm the belief that freedom is the right of all mankind.

Whereas, the citizens of West Des Moines, recognize a special responsibility to advance the claims of the oppressed; to reaffirm the rights to life and liberty as fundamental rights upon which all others are based; and to safeguard the rights to freedom of thought, conscience, and religion. As we are free, we must speak up for those who are not.

NOW, THEREFORE, I, Steven Gaer, Mayor of the City of West Des Moines, do hereby proclaim December 10, 2016, as Human Rights Day. We call upon the citizens of West Des Moines to be respectful of the rights of others and appreciate the diversity of all residents and visitors in the City of West Des Moines.

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: November 28, 2016

ITEM: 1st Street Redevelopment PUD, SW corner of 1st Street and Grand Avenue – Amend PUD sketch to allow adjustments to buildings and the associated site modifications – First Street, LP – ZC-003246-2016

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

FINANCIAL IMPACT: Undetermined.

BACKGROUND: The applicant is requesting an amendment to the PUD sketch plan that was approved in November of 2015 as a part of the 1st Street Redevelopment PUD. Specifically, the potential developer of lot 4 on the PUD sketch is proposing to move the building on this lot to the north side of the lot instead of the south side of the lot as shown on the approved PUD sketch to avoid an existing storm sewer line that crosses the parcel. This results in modifications to the site to accommodate traffic circulation changes as well as the need to move the existing northern driveway from 1st Street further to the south than originally planned.

In addition, the applicant has also amended the layout of Lot 6 to show a possible drive through restaurant and associated site circulation and modifications. The approved PUD Sketch indicates a retail/office building for this lot. A traffic study has been conducted for the potential allowance of a drive through restaurant on Lot 6. The traffic study shows that the trip generation of the development with a drive through restaurant on lot 6 is expected to generate less traffic than previously estimated for the full 1st Street Redevelopment project. Recommendations given in previous traffic studies for the major roadway network remain adequate to allow for this potential change in land use for lot 6.

The precedent images for the buildings on lots 3 and 6 will also be updated due to possible changes in the types of uses for the buildings and modifications to the site layout. Specifically, to allow for a possible drive through restaurant on lot 6 and potentially a different type of user for lot 3 other than an Irish pub as currently shown.

No changes to the PUD ordinance text are necessary with this proposed amendment.

Previous Council Action:

Vote: 5-0 approval

Date: November 14, 2016

Motion: Approval of the First Reading of the amendment to the PUD.

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 1st Street Redevelopment PUD Ordinance Amendment in final form, subject to the applicant meeting all City Code requirements and the following:

1. The applicant submitting written confirmation from the Iowa Department of Transportation that they approve of the relocated 1st Street driveway.

Lead Staff Member: Brian Portz *BP*

Staff Reviews:

Department Director	<i>JH</i>
Appropriations/Finance	
Legal	
Agenda Acceptance	<i>PN</i>

PUBLICATION(S) (if applicable)

Published In	Des Moines Register Community Section
Date(s) Published	October 28, 2016
Letter sent to surrounding property owners	October 25, 2016

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 - Proposed PUD Ordinance Amendment
- Exhibit A - Revised PUD Sketch
- Exhibit B - Revised Precedent Image for Parcel 3
- Exhibit C - Revised Precedent Image for Parcel 6

Prepared by: B. Portz, 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

ORDINANCE NO.

AN ORDINANCE AMENDING THE CITY CODE OF THE CITY OF WEST DES MOINES, IOWA, 2014, AND ORDINANCES #2122, AND ORDINANCE #2135 PERTAINING TO P.U.D. (PLANNED UNIT DEVELOPMENT) DISTRICT REGULATIONS AND GUIDELINES.

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

SECTION 1. AMENDMENT. Ordinance #2122 and #2135 pertaining to the 1st Street Redevelopment PUD, complete ordinance; is hereby amended by replacing the PUD sketch plan with Exhibit A.

SECTION 2. AMENDMENT. Ordinance #2122 and #2135 pertaining to the 1st Street Redevelopment PUD, complete ordinance; is hereby amended by replacing the precedent image for parcel 3 and parcel 6 within exhibit F of the 1st Street Redevelopment PUD with Exhibit B and C.

SECTION 3. SAVINGS CLAUSE. If any section, provision, sentence, clause, phrase or part of the Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any provision, section, subsection, sentence, clause, phrase or part hereof not adjudged invalid or unconstitutional.

SECTION 4. VIOLATIONS AND PENALTIES. Any person who violates the provisions of this Ordinance upon conviction shall be punished as set forth in 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 after its passage, approval and publication as provided by law.

Passed and approved by the City Council on the ___ day of _____, 2016.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson
City Clerk

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

Ryan T. Jacobson
City Clerk

P U D S K E T C H P L A N
 R E V I S E D : O C T 3 1 , 2 0 1 6

FIRST STREET REDEVELOPMENT

FIRST STREET & GRAND, WEST DES MOINES, IOWA 50265

OWNER: FIRST STREET LP
 4500 WESTOWN PKWY, SUITE 115
 WEST DES MOINES, IOWA 50265
 PHONE: 515-222-6201 | FAX: 515-265-8702

ARCHITECT: STUDIO MELEE
 1312 LOCUST, SUITE 100Z, DES MOINES, IOWA 50309
 PHONE: 515-314-9852 | PHONE: 515-493-0003

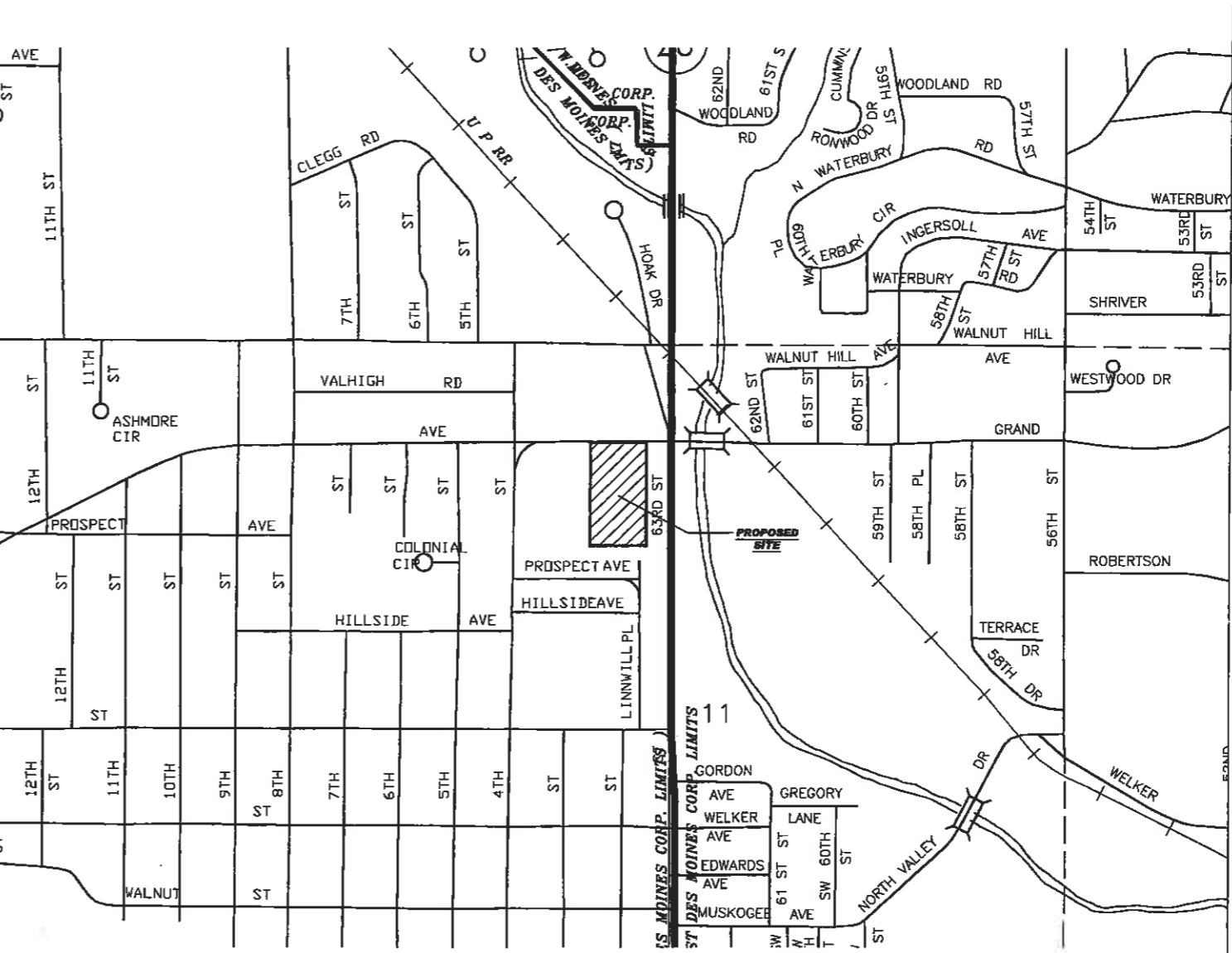


CIVIL/SITE: BISHOP ENGINEERING

Bishop Engineering Company, Inc.
 3501 104th Street
 Des Moines, Iowa 50322
 PHONE: (515)276-0487 FAX: (515)276-0217

SYMBOLS LEGEND

PROPERTY CORNER- FOUND AS NOTED	○	BOUNDARY LINE	—
MEASURED DISTANCE	0.00' M	LOT LINE	—
PLATTED DISTANCE	0.00' P	CENTER LINE	—
DEEDED DISTANCE	0.00' D	EASEMENT LINE	—
RIGHT-OF-WAY	R.O.W.	BUILDING LINE	—
SANITARY SEWER MANHOLE	⊙	FENCE LINE	-X-X-X-
STORM SEWER MANHOLE	⊙	SANITARY SEWER	-S-
UTILITY MANHOLE	⊙	STORM SEWER	-SS-
SIGNAL POLE	○	GAS LINE	-G-
LIGHT POLE	☆	WATER LINE	-W-
POWER POLE	⊕	UNDERGROUND ELECTRIC	-U/E-
CURB INTAKE	■	OVERHEAD ELECTRIC	-O/E-
SURFACE INTAKE	●	TELEPHONE LINE	-T-
FIRE HYDRANT	⊙		
WATER VALVE	⊙		
GAS VALVE	⊙		
CLEAN OUT	⊙		



1 VICINITY MAP
 NOT TO SCALE

CERTIFICATIONS

I HEREBY CERTIFY THAT THE PORTION OF THE TECHNICAL SUBMISSION DESCRIBED BELOW WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND RESPONSIBLE CHARGE. I AM A DULY REGISTERED ARCHITECT UNDER THE LAWS OF THE STATE OF IOWA.

PRINTED OR TYPED NAME
 SIGNATURE & DATE
 DISCIPLINE & REGISTRATION NO.
 PAGES OR SHEETS COVERED

I HEREBY CERTIFY THAT THE PORTION OF THE TECHNICAL SUBMISSION DESCRIBED BELOW WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND RESPONSIBLE CHARGE. I AM A DULY REGISTERED ENGINEER UNDER THE LAWS OF THE STATE OF IOWA.

PRINTED OR TYPED NAME
 SIGNATURE & DATE
 DISCIPLINE & REGISTRATION NO.
 PAGES OR SHEETS COVERED

INDEX OF DRAWINGS

- SPC REZONING PUD COVER SHEET
- SP1 EXISTING SITE & PARCEL PLAN
- SP2 PUD & FINAL BUILD-OUT PLAN
- SP3 PUD GRADING & UTILITY PLAN
- SP4 EASEMENT PLAN



PRELIMINARY NOT FOR CONSTRUCTION
 P U D S K E T C H P L A N



STUDIO MELEE
 1312 LOCUST, SUITE 100Z (515) 314-9852
 DES MOINES, IOWA 50309 (515) 493-0003

FIRST STREET REDEVELOPMENT
 P U D S K E T C H P L A N
 FIRST STREET AND GRAND AVENUE
 WEST DES MOINES, IOWA 50265

PRINT DATE: 31 OCT, 2016
 SHEET NAME: P U D C O V E R

SPC

LAND OWNER & APPLICANT:
 FIRST STREET LP
 4500 WESTOWN PKWY, SUITE 115
 WEST DES MOINES, IOWA 50266

CONTACT (PREPARED BY):
 STUDIO MELEE
 1312 LOCUST, SUITE 100Z
 DES MOINES, IOWA 50309
 PH: 515-314-9852

BISHOP ENGINEERING
 3501 104TH STREET
 URbandALE, IOWA 50322
 PH: 515-276-0467

EXISTING LEGAL DESCRIPTIONS:
 EX N 115F LT 1 LINNWill PLAT 2 (VJ PLAZA)
 EX W 65F N 115F LT 1 LINNWill PLAT 2 (FORMER LJB)
 EX E 60F & W 188F LOT 96 LINNWill (BLUE TOMATO)
 EX E 60F LOT 95 & W 188F LOT 96 LINNWill (TRUE VALUE)
 LOT 3 LINNWill PLAT 2 (GRAND AVE VET)
 LOT 2 LINNWill PLAT 2 (SULLY'S)
 LOT 1 LINNWill (CITY OF WDM PROPERTY)

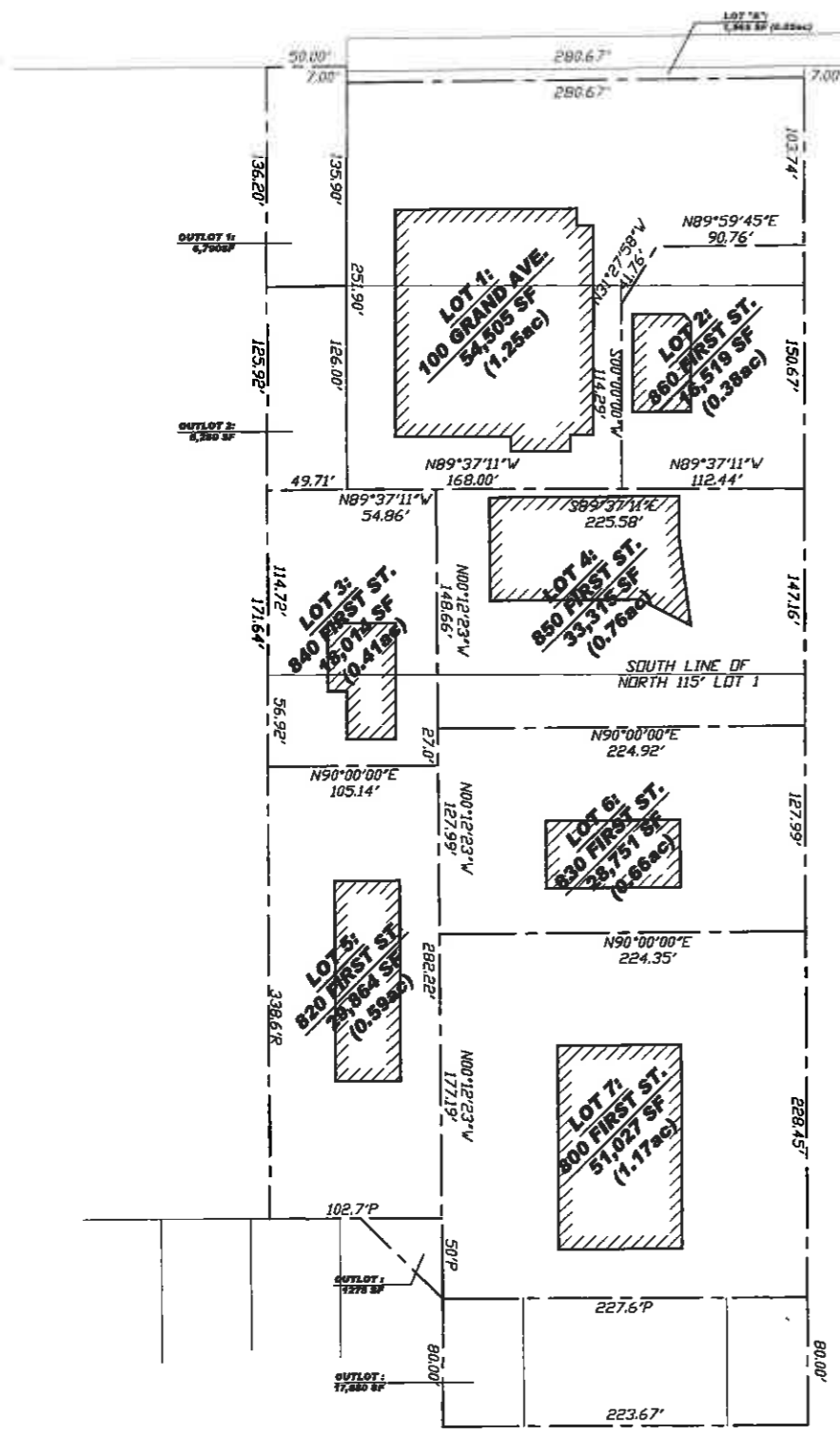
PROPOSED COMBINED LEGAL DESCRIPTION:
 LOTS 95 & 96 OF LINNWill PLAT 1, AN OFFICIAL PLAT IN THE CITY OF WEST DES MOINES, POLK COUNTY, IA, EXCEPT FOR THE EAST 90 FEET.
 AND
 LOT 1 OF LINNWill PLAT 2, AN OFFICIAL PLAT IN THE CITY OF WEST DES MOINES, POLK COUNTY, IA
 CONTAINING APPROXIMATELY 5.37 ACRES

SITE AREA:
 EXISTING: 5.37 acres, (234,012 sqft)
 PROPOSED: 6.07 acres, (264,403 sqft)

DISTURBED AREA:
 4.41 acres, (192,091 sqft)

BUILDING AREA:
 EXISTING: 38,100 SQFT
 PROPOSED: 47,350 SQFT

PERVIOUS AREA:
 EXISTING: 35,858 SQFT (15%)
 PROPOSED: 71,135 SQFT (27%)



2 NEW PARCEL PLAN
 SCALE: 1" = 60'-0"

210 GRAND AVE
 HURD INDIANOLA LLC
 25,281 SF
 (CMC)

811 FOURTH ST
 UNITED TECHNOLOGIES
 361,923 SF
 (L)

RESIDENTIAL
 MEGAN RUBLER
 8,230 SF
 (SF-VJ)

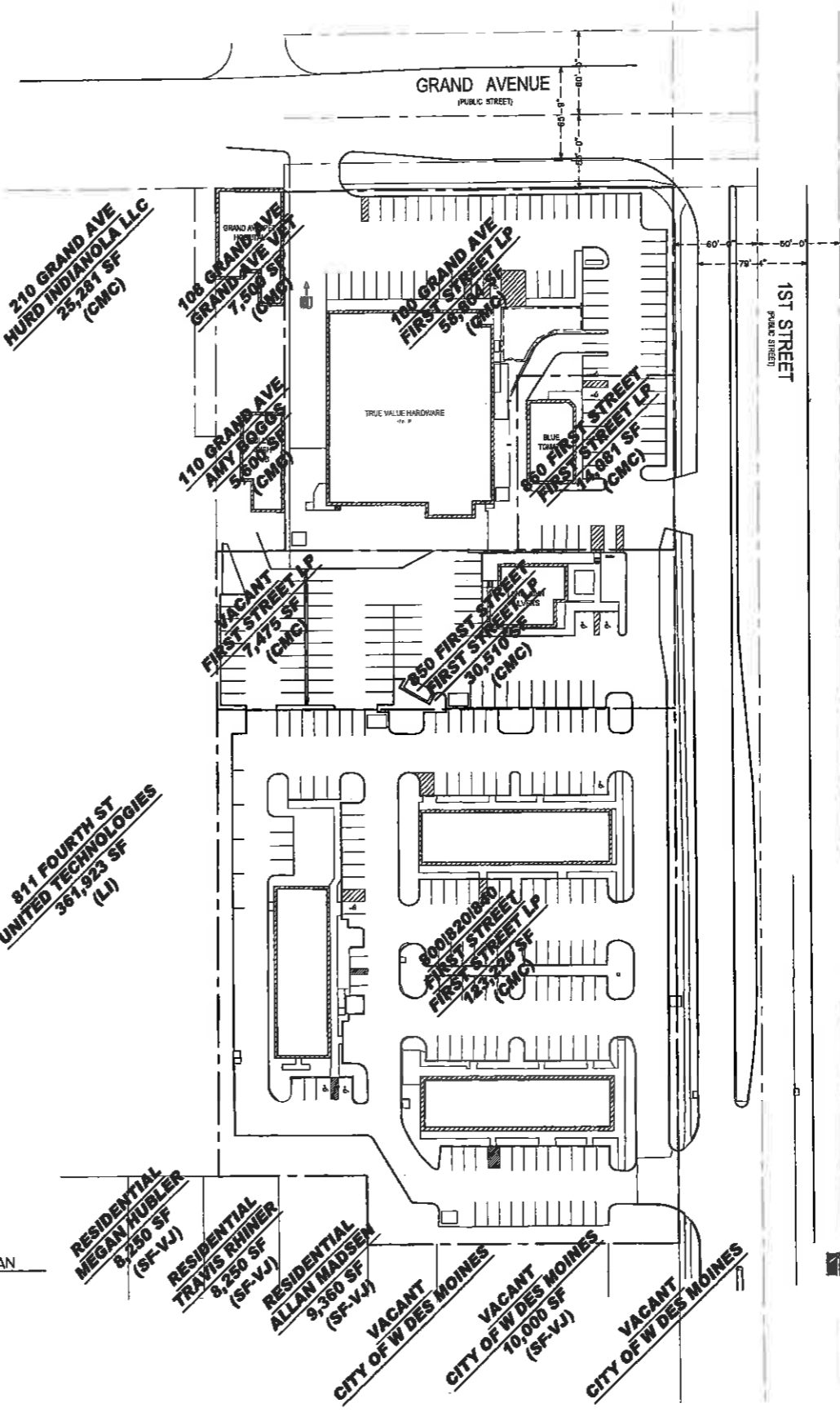
RESIDENTIAL
 TRAVIS RHINER
 8,250 SF
 (SF-VJ)

RESIDENTIAL
 ALLAN MADSEN
 9,360 SF
 (SF-VJ)

VACANT
 CITY OF W DES MOINES

VACANT
 CITY OF W DES MOINES
 10,000 SF
 (SF-VJ)

VACANT
 CITY OF W DES MOINES



1 EXISTING SITE PLAN
 SCALE: 1" = 30'-0"



PRELIMINARY NOT FOR CONSTRUCTION
 P U D S K E T C H P L A N

PRINT DATE: 31 OCT, 2016
 SHEET NAME: EXISTING & PARCEL PLAN
 STUDIO MELEE
 1312 LOCUST, SUITE 100Z
 DES MOINES, IOWA 50309
 PH: 515-314-9852
 PH: 515-493-0003
 FIRST STREET REDEVELOPMENT
 P U D S K E T C H P L A N
 FIRST STREET AND GRAND AVENUE
 WEST DES MOINES, IOWA 50265

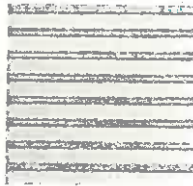
SP1

PARCEL 3: TAVERN/LOUNGE

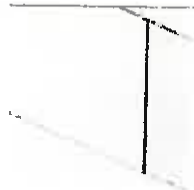
DRAUGHT HOUSE



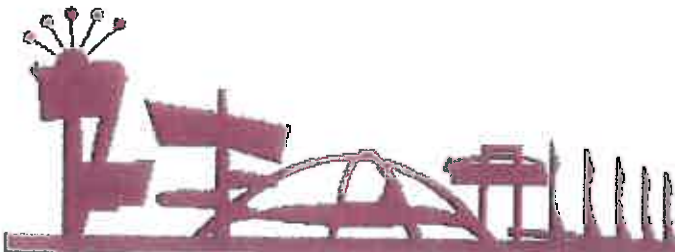
SOARING ROOF FORM
WOOD OR WOOD PATTERN SIDING



PEDESTRIAN STOREFRONT
METAL PATTERN ACCENTS



THIN CANOPY, PIPE COLUMNS
CEMENT BOARD PANELS



MANDELBAUM
PROPERTIES



STUDIO MELEE

PARCEL 6: RETAIL/OFFICE/RESTAURANT



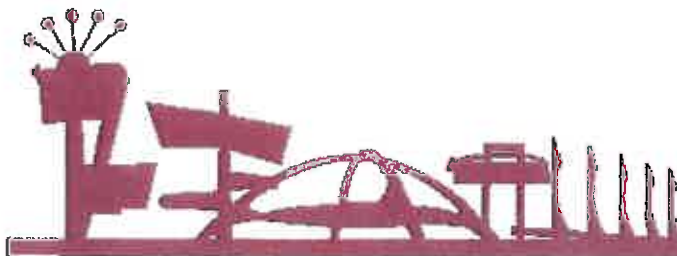
BRIGHT, DEFINED ENTRY
STACK BOND MASONRY



MIDCENTURY COLOR PALETTE
ASSMETRICAL SIGN BAND



PIPE COLUMNS
METAL PATTERN ACCENTS



MANDELBAUM PROPERTIES ||| ||| ||| ||| |||
STUDIO MELEE

NO CHANGE FROM PREVIOUS READING

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

ITEM: Amendment No.2 for the Alluvion Urban Renewal Area - City Initiated **DATE:** November 28, 2016

ORDINANCE: Approval of Second Reading of the TIF Ordinance for Willow Creek Plat 1, Lot 4 parcel, and Waive the Third Reading and Adopt in Final Form

ORDINANCE: Approval of Second Reading of the TIF Ordinance for Tract 3 of Amendment No. 2 parcel, Waive the Third Reading and Adopt in Final Form

FINANCIAL IMPACT: The City anticipates spending approximately \$9.5-11.5 million which will include construction of public improvements, primarily Veterans Parkway, trails, and water lines.

BACKGROUND: Staff has initiated the process to amend the Alluvion Urban Renewal Plan. The Alluvion Urban Renewal Plan was originally adopted in 2014 and amended in 2015, and is now being amended by this Amendment No. 2 to add land to the Urban Renewal Area boundary; and update the previously identified urban renewal projects. The Area does have a frozen base value as debt was certified for this Urban Renewal Area.

The project boundaries includes land area that is presently in unincorporated Warren County and a portion of the City of Norwalk. Both the City and the County have signed-off on the inclusion of those areas. An October 17, 2016, a consultation meeting was established by the City Council and there was only one person in attendance besides City staff, and they were from the Winterset Community School District. They had no comments. Staff has not received any comments following the consultation meeting. Only tax increment revenues generated from the Microsoft project will be included within the Osmium Tax Increment Financing District.

The original TIF Ordinance was only for Lot 1 of Willow Creek Plat 1, which has recently been built out. On September 19, 2016, the Council passed an ordinance adding Lots 2 and 3 of Willow Creek Plat 1. As was noted in the staff report on the recent additions to the Alluvion TIF district, as future phases are constructed new TIF ordinances would need to be enacted to cover areas of the site that either are under construction or are nearing completion.

Since the Microsoft Alluvion project is a 4-phased project, there is the need now to enact a new TIF Ordinance based upon how construction is proceeding within the Willow Creek Plat 1 on Lot 4. In addition, staff is proposing that the Council enact an ordinance for Tract 3 of Amendment No. 2 parcel. Staff is anticipating a new economic development project for this site in the near future.

The City Council on November 14, 2016, by a 5-0 vote approved the First Reading of the Ordinances and approved the revisions to the Urban Renewal Plan

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

RECOMMENDATION: Staff recommends the approval of the second reading of the Ordinances amending the TIF District, Waiver of the Third Reading and Adoption in Final Form.

Lead Staff Member: Clyde E. Evans, AICP

STAFF REVIEWS

Department Director	Clyde E. Evans, Community and Economic Development Department	<i>C.E.E.</i>
Appropriations/Finance	Tim Stiles, Director of Finance	<i>TS</i>
Legal		<i>JD</i>
Agenda Acceptance		<i>[Signature]</i>

PUBLICATION(S) (if applicable)

Published In	DM Register
Date(s) Published	November 4, 2016
Letter sent to surrounding property owners	NA

SUBCOMMITTEE REVIEW (if applicable)

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

ATTACHMENTS:

- Exhibit I TIF Ordinance for Willow Creek Plat 1, Lot 4
- Exhibit II TIF Ordinance for Tract 3 Of Amendment No. 2 Parcel

ORDINANCE NO. _____

AN ORDINANCE PROVIDING THAT GENERAL PROPERTY TAXES LEVIED AND COLLECTED EACH YEAR ON CERTAIN PROPERTY LOCATED WITHIN THE ALLUVION URBAN RENEWAL AREA, IN THE CITY OF WEST DES MOINES, COUNTY OF POLK, STATE OF IOWA, BY AND FOR THE BENEFIT OF THE STATE OF IOWA, CITY OF WEST DES MOINES, COUNTY OF POLK, WEST DES MOINES COMMUNITY SCHOOL DISTRICT, AND OTHER TAXING DISTRICTS, BE PAID TO A SPECIAL FUND FOR PAYMENT OF PRINCIPAL AND INTEREST ON LOANS, MONIES ADVANCED TO AND INDEBTEDNESS, INCLUDING BONDS ISSUED OR TO BE ISSUED, INCURRED BY THE CITY IN CONNECTION WITH THE ALLUVION URBAN RENEWAL AREA (**WILLOW CREEK PLAT 1, LOT 4 PARCEL**)

WHEREAS, the City Council of the City of West Des Moines, State of Iowa, after public notice and hearing as prescribed by law and pursuant to Resolution No. 14-05-19-14 passed and approved on the 19th day of May, 2014, adopted an Urban Renewal Plan (the "Urban Renewal Plan") for an urban renewal area known as the Alluvion Urban Renewal Area (the "Urban Renewal Area"), and amended said Plan by Resolution No. 15-03-23-19 on March 23, 2015 ("Amendment No. 1") and Resolution No. _____ on November 14, 2016 ("Amendment No. 2"), which Urban Renewal Area, as amended, includes the lots and parcels located within the area legally described as follows ("**Willow Creek Plat 1, Lot 4 Parcel**"):

Lot 4 of Willow Creek Plat 1, an Official Plat, now included in and forming a part of the City of West Des Moines, Polk County, Iowa; and

WHEREAS, expenditures and indebtedness are anticipated to be incurred by the City of West Des Moines, State of Iowa, to finance urban renewal project activities carried out in furtherance of the objectives of the Urban Renewal Plan; and

WHEREAS, the City Council of the City of West Des Moines, State of Iowa, desires to provide for the division of revenue from taxation on the **Willow Creek Plat 1, Lot 4 Parcel** in the Urban Renewal Area, as above described, in accordance with the provisions of Section 403.19 of the Code of Iowa, as amended. [Note: The **Willow Creek Plat 1, Lot 4 Parcel** is the only portion of the Urban Renewal Area that will be included in this TIF Ordinance. The City has previously adopted separate ordinances which provide for the division of revenue with respect to other portions of the Urban Renewal Area. Nothing in this Ordinance shall amend the other ordinances nor shall this Ordinance impact the base value or division of revenue already established in the previously approved ordinances. The City anticipates that as other parcels develop (increase in value) in the future, the City will adopt additional, separate TIF ordinance(s) on other parcels/areas within the Urban Renewal Area. Therefore, the various TIF ordinances in this Urban Renewal Area will have different frozen bases and different expiration dates.]

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

Section 1. That the taxes levied on the taxable property in the **Willow Creek Plat 1, Lot 4 Parcel** of the Urban Renewal Area legally described in the preamble hereof, by and for the benefit of the State of Iowa, City of West Des Moines, County of Polk, West Des Moines Community School District, and all other taxing districts from and after the effective date of this Ordinance shall be divided as hereinafter in this Ordinance provided.

Section 2. That portion of the taxes which would be produced by the rate at which the tax is levied each year by or for each of the taxing districts upon the total sum of the assessed value of the taxable property in the **Willow Creek Plat 1, Lot 4 Parcel** of the Urban Renewal Area, as shown on the assessment roll as of January 1 of the calendar year preceding the first calendar year in which the City of West Des Moines, State of Iowa, certifies to the Auditor of Polk County, Iowa the amount of loans, advances, indebtedness, or bonds payable from the division of property tax revenue described herein, shall be allocated to and when collected be paid into the fund for the respective taxing district as taxes by or for the taxing district into which all other property taxes are paid.

Section 3. That portion of the taxes each year in excess of the base period taxes determined as provided in Section 2 of this Ordinance shall be allocated to and when collected be paid into a special tax increment fund of the City of West Des Moines, State of Iowa, hereby established, to pay the principal of and interest on loans, monies advanced to, indebtedness, whether funded, refunded, assumed or otherwise, including bonds or obligations issued under the authority of Section 403.9 or 403.12 of the Code of Iowa, as amended, incurred by the City of West Des Moines, State of Iowa, to finance or refinance, in whole or in part, urban renewal projects undertaken anywhere within the Urban Renewal Area pursuant to the Urban Renewal Plan, except that (i) taxes for the regular and voter-approved physical plant and equipment levy of a school district imposed pursuant to Iowa Code Section 298.2 and taxes for the instructional support program of a school district imposed pursuant to Iowa Code Section 257.19 (but in each case only to the extent required under Iowa Code Section 403.19(2)); (ii) taxes for the payment of bonds and interest of each taxing district; (iii) taxes imposed under Iowa Code Section 346.27(22) related to joint county-city buildings; and (iv) any other exceptions under Iowa Code Section 403.19 shall be collected against all taxable property within the **Willow Creek Plat 1, Lot 4 Parcel** of the Urban Renewal Area without any limitation as hereinabove provided.

Section 4. Unless or until the total assessed valuation of the taxable property in the **Willow Creek Plat 1, Lot 4 Parcel** of the Urban Renewal Area exceeds the total assessed value of the taxable property in the **Willow Creek Plat 1, Lot 4 Parcel** of the Urban Renewal Area as shown by the assessment roll referred to in Section 2 of this Ordinance, all of the taxes levied and collected upon the taxable property in the **Willow Creek Plat 1, Lot 4 Parcel** of the Urban Renewal Area shall be paid into the funds for the respective taxing districts as taxes by or for the taxing districts in the same manner as all other property taxes.

Section 5. At such time as the loans, advances, indebtedness, bonds and interest thereon of the City of West Des Moines, State of Iowa, referred to in Section 3 hereof have been paid, all

monies thereafter received from taxes upon the taxable property in the **Willow Creek Plat 1, Lot 4 Parcel** of the Urban Renewal Area shall be paid into the funds for the respective taxing districts in the same manner as taxes on all other property.

Section 6. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed. The provisions of this Ordinance are intended and shall be construed so as to fully implement the provisions of Section 403.19 of the Code of Iowa, as amended, with respect to the division of taxes from property within the **Willow Creek Plat 1, Lot 4 Parcel** of the Urban Renewal Area as described above. In the event that any provision of this Ordinance shall be determined to be contrary to law, it shall not affect other provisions or application of this Ordinance which shall at all times be construed to fully invoke the provisions of Section 403.19 of the Code of Iowa with reference to the **Willow Creek Plat 1, Lot 4 Parcel** of the Urban Renewal Area and the territory contained therein.

Section 7. This Ordinance shall be in effect after its final passage, approval and publication as provided by law.

Section 8. This Ordinance shall be codified in Title I, Chapter 10, Article B of the City Code for West Des Moines, Iowa.

PASSED AND APPROVED this _____ day of _____, 2016.

Mayor

ATTEST:

City Clerk

Read First Time: _____, 2016

Read Second Time: _____, 2016

Read Third Time: _____, 2016

PASSED AND APPROVED: _____, 2016.

I, _____, City Clerk of the City of West Des Moines, State of Iowa, hereby certify that the above and foregoing is a true copy of Ordinance No. _____ passed and approved by the City Council of the City at a meeting held _____, 2016, signed by the Mayor on _____, 2016, and published in the Des Moines Register on _____, 2016.

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

(SEAL)

01297389-1\11333-293

ORDINANCE NO. _____

AN ORDINANCE PROVIDING THAT GENERAL PROPERTY TAXES LEVIED AND COLLECTED EACH YEAR ON CERTAIN PROPERTY LOCATED WITHIN THE ALLUVION URBAN RENEWAL AREA, IN THE CITY OF WEST DES MOINES, COUNTY OF POLK, STATE OF IOWA, BY AND FOR THE BENEFIT OF THE STATE OF IOWA, CITY OF WEST DES MOINES, COUNTY OF POLK, WEST DES MOINES COMMUNITY SCHOOL DISTRICT, AND OTHER TAXING DISTRICTS, BE PAID TO A SPECIAL FUND FOR PAYMENT OF PRINCIPAL AND INTEREST ON LOANS, MONIES ADVANCED TO AND INDEBTEDNESS, INCLUDING BONDS ISSUED OR TO BE ISSUED, INCURRED BY THE CITY IN CONNECTION WITH THE ALLUVION URBAN RENEWAL AREA (**TRACT 3 OF AMENMDENT NO. 2 PARCEL**)

WHEREAS, the City Council of the City of West Des Moines, State of Iowa, after public notice and hearing as prescribed by law and pursuant to Resolution No. 14-05-19-14 passed and approved on the 19th day of May, 2014, adopted an Urban Renewal Plan (the "Urban Renewal Plan") for an urban renewal area known as the Alluvion Urban Renewal Area (the "Urban Renewal Area"), and amended said Plan by Resolution No. 15-03-23-19 on March 23, 2015 ("Amendment No. 1") and Resolution No. _____ on November 14, 2016 ("Amendment No. 2"), which Urban Renewal Area, as amended, includes the lots and parcels located within the area legally described as follows ("**Tract 3 of Amendment No. 2 Parcel**"):

TRACT 3

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 27, TOWNSHIP 78 NORTH, RANGE 25 WEST OF THE FIFTH PRINCIPAL MERIDIAN, POLK COUNTY, IOWA;

THENCE NORTH, ALONG THE EAST LINE OF SAID SECTION 27, TO THE NORTH RIGHT OF WAY LINE OF SE WILLOW CREEK DRIVE, SAID POINT BEING THE POINT OF BEGINNING;

THENCE WEST, ALONG THE NORTH RIGHT OF WAY LINE AND RIGHT OF WAY LINE EXTENDED OF SE WILLOW CREEK DRIVE ROAD (FORMERLY ARMY POST ROAD), TO THE EAST RIGHT OF WAY LINE OF FORMER SE 11TH STREET, SAID POINT BEING ON THE EAST LINE OF AMENDMENT NUMBER 1 OF THE ALLUVION URBAN RENEWAL PLAN;

THENCE NORTH, ALONG THE EAST RIGHT OF WAY LINE EXTENDED AND THE EAST RIGHT OF WAY LINE OF FORMER SE

11TH STREET, SAID LINE BEING ON THE EAST LINE OF AMENDMENT NUMBER 1 OF THE ALLUVION URBAN RENEWAL PLAN, TO A POINT 325 FEET NORTH OF THE SOUTH LINE OF SAID SECTION 27, SAID POINT BEING ON THE EAST LINE OF AMENDMENT NUMBER 1 OF THE ALLUVION URBAN RENEWAL PLAN;

THENCE NORTH 89°33'31" EAST (ASSUMED BEARING), SAID LINE BEING ON THE SOUTH LINE OF AMENDMENT NUMBER 1 OF THE ALLUVION URBAN RENEWAL PLAN, A DISTANCE OF 400 FEET;

THENCE NORTH 00°00'00" WEST, SAID LINE BEING ON THE EAST LINE OF AMENDMENT NUMBER 1 OF THE ALLUVION URBAN RENEWAL PLAN, TO THE NORTHWESTERLY RIGHT OF WAY LINE OF VETERANS PARKWAY;

THENCE NORTHEASTERLY, ALONG THE NORTHWESTERLY RIGHT OF WAY LINE OF VETERANS PARKWAY, TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 78 NORTH, RANGE 25 WEST OF THE FIFTH PRINCIPAL MERIDIAN;

THENCE EAST, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 26, TO THE NORTHWEST CORNER OF PLEASANT RIDGE HEIGHTS, AN OFFICIAL SUBDIVISION NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA;

THENCE EAST, ALONG THE NORTH LINE OF SAID PLEASANT RIDGE HEIGHTS, TO THE NORTHEAST CORNER OF LOT 6 OF SAID PLEASANT RIDGE HEIGHTS;

THENCE SOUTH, ALONG THE EAST LINE OF LOT 6 OF SAID PLEASANT RIDGE HEIGHTS, TO THE NORTH RIGHT OF WAY LINE OF SE WILLOW CREEK DRIVE;

THENCE WEST, ALONG THE NORTH RIGHT OF WAY LINE OF SE WILLOW CREEK DRIVE, TO THE POINT OF BEGINNING; and

WHEREAS, expenditures and indebtedness are anticipated to be incurred by the City of West Des Moines, State of Iowa, to finance urban renewal project activities carried out in furtherance of the objectives of the Urban Renewal Plan; and

WHEREAS, the City Council of the City of West Des Moines, State of Iowa, desires to provide for the division of revenue from taxation on the **Tract 3 of Amendment No. 2 Parcel** in the Urban Renewal Area, as above described, in accordance with the provisions of Section

403.19 of the Code of Iowa, as amended. [Note: The **Tract 3 of Amendment No. 2 Parcel** is the only portion of the Urban Renewal Area that will be included in this TIF Ordinance. The City has previously adopted separate ordinances which provide for the division of revenue with respect to other portions of the Urban Renewal Area. Nothing in this Ordinance shall amend the other ordinances nor shall this Ordinance impact the base value or division of revenue already established in the previously approved ordinances. The City anticipates that as other parcels develop (increase in value) in the future, the City will adopt additional, separate TIF ordinance(s) on other parcels/areas within the Urban Renewal Area. Therefore, the various TIF ordinances in this Urban Renewal Area will have different frozen bases and different expiration dates.]

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

Section 1. That the taxes levied on the taxable property in the **Tract 3 of Amendment No. 2 Parcel** of the Urban Renewal Area legally described in the preamble hereof, by and for the benefit of the State of Iowa, City of West Des Moines, County of Polk, West Des Moines Community School District, and all other taxing districts from and after the effective date of this Ordinance shall be divided as hereinafter in this Ordinance provided.

Section 2. That portion of the taxes which would be produced by the rate at which the tax is levied each year by or for each of the taxing districts upon the total sum of the assessed value of the taxable property in the **Tract 3 of Amendment No. 2 Parcel** of the Urban Renewal Area, as shown on the assessment roll as of January 1 of the calendar year preceding the first calendar year in which the City of West Des Moines, State of Iowa, certifies to the Auditor of Polk County, Iowa the amount of loans, advances, indebtedness, or bonds payable from the division of property tax revenue described herein, shall be allocated to and when collected be paid into the fund for the respective taxing district as taxes by or for the taxing district into which all other property taxes are paid.

Section 3. That portion of the taxes each year in excess of the base period taxes determined as provided in Section 2 of this Ordinance shall be allocated to and when collected be paid into a special tax increment fund of the City of West Des Moines, State of Iowa, hereby established, to pay the principal of and interest on loans, monies advanced to, indebtedness, whether funded, refunded, assumed or otherwise, including bonds or obligations issued under the authority of Section 403.9 or 403.12 of the Code of Iowa, as amended, incurred by the City of West Des Moines, State of Iowa, to finance or refinance, in whole or in part, urban renewal projects undertaken anywhere within the Urban Renewal Area pursuant to the Urban Renewal Plan, except that (i) taxes for the regular and voter-approved physical plant and equipment levy of a school district imposed pursuant to Iowa Code Section 298.2 and taxes for the instructional support program of a school district imposed pursuant to Iowa Code Section 257.19 (but in each case only to the extent required under Iowa Code Section 403.19(2)); (ii) taxes for the payment of bonds and interest of each taxing district; (iii) taxes imposed under Iowa Code Section 346.27(22) related to joint county-city buildings; and (iv) any other exceptions under Iowa Code Section 403.19 shall be collected against all taxable property within the **Tract 3 of Amendment No. 2 Parcel** of the Urban Renewal Area without any limitation as hereinabove provided.

Section 4. Unless or until the total assessed valuation of the taxable property in the **Tract 3 of Amendment No. 2 Parcel** of the Urban Renewal Area exceeds the total assessed value of the taxable property in the **Tract 3 of Amendment No. 2 Parcel** of the Urban Renewal Area as shown by the assessment roll referred to in Section 2 of this Ordinance, all of the taxes levied and collected upon the taxable property in the **Tract 3 of Amendment No. 2 Parcel** of the Urban Renewal Area shall be paid into the funds for the respective taxing districts as taxes by or for the taxing districts in the same manner as all other property taxes.

Section 5. At such time as the loans, advances, indebtedness, bonds and interest thereon of the City of West Des Moines, State of Iowa, referred to in Section 3 hereof have been paid, all monies thereafter received from taxes upon the taxable property in the **Tract 3 of Amendment No. 2 Parcel** of the Urban Renewal Area shall be paid into the funds for the respective taxing districts in the same manner as taxes on all other property.

Section 6. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed. The provisions of this Ordinance are intended and shall be construed so as to fully implement the provisions of Section 403.19 of the Code of Iowa, as amended, with respect to the division of taxes from property within the **Tract 3 of Amendment No. 2 Parcel** of the Urban Renewal Area as described above. In the event that any provision of this Ordinance shall be determined to be contrary to law, it shall not affect other provisions or application of this Ordinance which shall at all times be construed to fully invoke the provisions of Section 403.19 of the Code of Iowa with reference to the **Tract 3 of Amendment No. 2 Parcel** of the Urban Renewal Area and the territory contained therein.

Section 7. This Ordinance shall be in effect after its final passage, approval and publication as provided by law.

Section 8. This Ordinance shall be codified in Title I, Chapter 10, Article B of the City Code for West Des Moines, Iowa.

PASSED AND APPROVED this _____ day of _____, 2016.

Mayor

ATTEST:

City Clerk

Read First Time: _____, 2016

Read Second Time: _____, 2016

Read Third Time: _____, 2016

PASSED AND APPROVED: _____, 2016.

I, _____, City Clerk of the City of West Des Moines, State of Iowa, hereby certify that the above and foregoing is a true copy of Ordinance No. _____ passed and approved by the City Council of the City at a meeting held _____, 2016, signed by the Mayor on _____, 2016, and published in the Des Moines Register on _____, 2016.

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

(SEAL)

01297391-1\11333-293

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

Date: November 23, 2016

ITEM: Amendment to City Code – Indoor Self Storage in Commercial Districts, Amend Title 9, Zoning, to regulate Indoor Self-Storage in Commercial Districts – City Initiated – AO-003229-2016

ORDINANCE: Approval of First Reading of the Ordinance

FINANCIAL IMPACT: Undetermined.

BACKGROUND: Staff requests an amendment to Title 9, Zoning, to amend Chapter 6, Commercial, Office, and Industrial Zoning use matrix to modify approval process for interior access self-storage facilities to allow these facilities in some of the commercial districts and to amend Chapter 10, Performance Standards to set development standards for interior access self-storage facilities.

Plan and Zoning Commission Action:

Vote: 4-0 Approval, Commissioners Erickson, Southworth, and Crowley absent

Date: November 21, 2016

Motion: Approve a resolution recommending the City Council approve the first reading of the amendment to Title 9, Zoning

OUTSTANDING ISSUES: There are no outstanding issues.

The following items of interest are noted in the attached Plan and Zoning Commission report (see Exhibit I):

- Applicant's Request
- City Council Subcommittee - *Development & Planning: July 11, 2016 and October 17, 2016*
- Staff Review and Comment
- Noticing Information
- Staff Recommendation and Conditions of Approval

RECOMMENDATION: Based upon the preceding review the Plan and Zoning Commission recommends the City Council approve the first reading to amend City Code to regulate indoor self-storage in commercial districts, subject to the applicant meeting all City Code requirements.

Lead Staff Member: Kara Tragesser, AICP 

Staff Reviews:

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

PUBLICATION(S) (if applicable)

Published In	Des Moines Register
Date(s) Published	November 11, 2016
Letter sent to surrounding property owners	N/A

SUBCOMMITTEE REVIEW (if applicable)

Committee	Development & Planning		
Date Reviewed	July 11, 2016 and October 17, 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 & Zoning Commission Resolution
- Attachment B - Proposed Ordinance (*moved to Exhibit II*)
- Exhibit II - Ordinance

CITY OF WEST DES MOINES
PLAN AND ZONING COMMISSION

Meeting Date: November 21, 2016

Item: Amendment to City Code – Indoor Self Storage in Commercial Districts, Amend Title 9, Zoning, to regulate Indoor Self-Storage in Commercial Districts – City Initiated – AO-003229-2016

Request Action: Approval of an amendment to the City Code

Case Advisor: Kara Tragesser, AICP 

Request: The City of West Des Moines requests an amendment to Title 9, Zoning, to amend Chapter 6, Commercial, Office, and Industrial Zoning use matrix to modify approval process for interior access self-storage facilities to allow these facilities in some of the commercial districts and to amend Chapter 10, Performance Standards to set development standards for interior access self-storage facilities.

City Council Subcommittee: This item was discussed at the July 11, 2016, Development and Planning City Council Subcommittee in relation to the vacant building at 5003 EP True Parkway (former Dahls' building) where a pre-submittal applicant proposed to use the building for indoor self-storage. The Subcommittee was supportive of allowing indoor self-storage if retail store fronts were part of the requirements. On October 17, 2016, staff presented performance standards to address the intent to have retail store fronts with any building to keep the activity level normally seen at other retail areas and support the look and feel of the retail area in which the indoor self-storage uses may be located. The Subcommittee still was supportive provided that the retail store front extend the entire façade of the building or tenant space.

Staff Review and Comment: There are no outstanding issues. In May 2016 the City adopted an ordinance which redefined self-storage into two separate types: exterior access and interior access units, and allowed interior access units in the Office zoning districts. Since that time, staff has received numerous calls regarding allowing indoor self-storage in the commercial districts. As a result of this information and discussions with the Development and Planning City Council Subcommittee, staff prepared an amendment to the Zoning code to enhance the performance standards for indoor self-storage to include provisions for the use in the commercial districts and has proposed that indoor self-storage be allowed by permitted conditional use permit applications to ensure that the performance standards set forth in the ordinance are applied to applications. The main points of the ordinance are:

1. That there is retail space provided for on the main floor of the building that occupies the entire frontage of the building. The intent is emulate tenant and multitenant retail store fronts commonly associated with the commercial districts, to provide the retail activity for the districts, and to provide services to the community such is commonly available in these districts.
2. The parking for the use will be calculated based upon the retail space and the self-storage space, but will include calculations and plans for additional parking if the self-storage use space is converted to retail space.
3. Restricting the hours of access to the self-storage to between 7 a.m. and 10 p.m.
4. No changes are proposed to the previously adopted standards for self-storage in the office and professional commerce park districts.

Noticing Information: On November 11, 2016, notice of the November 21, 2016, Plan and Zoning Commission and the November 28, 2016 City Council public hearings 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-16-071

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 6 (COMMERCIAL, OFFICE, AND INDUSTRIAL ZONING DISTRICT), AND CHAPTER 10 (PERFORMANCE STANDARDS) TO ESTABLISH STANDARDS AND REGULATIONS RELATED TO INDOOR SELF-STORAGE IN COMMERCIAL DISTRICTS

WHEREAS, pursuant to the provisions of Title 9, Chapter 1 et seq, of the West Des Moines Municipal Code, staff requests an amendment to Title 9 (Zoning), Chapter 6 (Commercial, Office, and Industrial Zoning District) and Chapter 10 (Performance Standards) to modify standards and regulations related to indoor self-storage;

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 November 21, 2016, Commission held a duly-noticed hearing to consider the application for an amendment to ordinance;

WHEREAS, on November 21, 2016, Commission did consider the application for an amendment to ordinance;

NOW, THEREFORE, THE PLAN AND ZONING COMMISSION OF THE CITY OF WEST DES MOINES DOES RESOLVE AS FOLLOWS:

SECTION 1. Based upon the information provided in the staff report submitted and presented at the meeting or orally presented, the Plan & Zoning Commission's findings for approval are adopted.

SECTION 2. The AMENDMENT TO ORDINANCE (AO-003229-2016) is recommended to the City Council for approval, as stated in the staff report or as amended in the attached Exhibit A.

PASSED AND ADOPTED on November 21, 2016.


Chris Costa, Vice Chairperson
Plan and Zoning Commission

ATTEST:


Recording Secretary

I HEREBY CERTIFY that the foregoing resolution was duly adopted by the Plan and Zoning Commission of the City of West Des Moines, Iowa, at a regular meeting held on November 21, 2016, by the following vote:

AYES: Andersen, Brown, Costa, Hatfield

NAYS: -0-

ABSTENTIONS: -0-

ABSENT: Erickson, Southworth, Crowley

ATTEST:


Recording Secretary

EXHIBIT A

None.

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

ORDINANCE NO.

AN ORDINANCE AMENDING THE CITY CODE OF THE CITY OF WEST DES MOINES, IOWA, 2014, TITLE 9 (ZONING), CHAPTER 6 (COMMERCIAL, OFFICE, AND INDUSTRIAL ZONING DISTRICT), AND CHAPTER 10 (PERFORMANCE STANDARDS) TO ESTABLISH STANDARDS AND REGULATIONS RELATED TO INDOOR SELF-STORAGE IN COMMERCIAL 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 District, Section 6, Commercial, Office, and Industrial Use Regulations, Subsection C. Table 6.1 is hereby amended by deleting text in highlighted strikethrough lettering and adding text in bold italic lettering:

SIC CODES	RC	CMC	NC	CVC	SC	VJC	VJHB	WR	BP	VJLI	LI	GI	OF	PCP	OS
4225 <i>Self-service storage facility</i>															
- Interior Unit Access with no outside storage yard	<i>Pc</i>	<i>Pc</i>	<i>Pc</i>		<i>Pc</i>	<i>Pc</i>	<i>Pc</i>	P	P	P	P	P	P	P	

Section 2. Amendment. Title 9: Zoning, Chapter 10: Performance Standards, Section 4, Specific Use Regulations, Subsection A, Paragraph 16-b, is hereby amended by deleting Subparagraph B in its entirety and substituting the following:

- b. Interior Unit Access: This building type is intended to allow for facilities where units are accessed by interior hallways. These structures shall emulate the exterior architecture and characteristics of buildings in the specific district in which the facility is located. The following development standards shall apply, in addition to development standards cited elsewhere in this Title, including, but not limited to, landscaping, open space, buffers, screening, parking, setbacks, etc.:
- 1) Office and Professional Commerce Park districts: Interior Unit Access self-storage in the office and professional commerce park districts is intended to be designed to be compatible with expected four-sided office design already exhibited in the city in these districts. The following performance standards also apply to the design of interior self-storage units:
 - a. All storage units shall gain access from the interior of the building, no individual unit doors may face the street or be visible from off the property.

- b. One entrance and one exit overhead door shall be allowed. If the facility abuts residentially zoned property, the facility loading bays, docks, or doors shall not be visible from the residential property. Whenever possible, these features shall be located on facades which face non-residentially zoned or developed property. These features shall not be located on the façade facing the public street.
 - c. Ground floor and upper floor facades shall be designed to be compatible with expected four-sided office design in the city's office districts. Examples of such architectural and design features include varied massing, proportion, façade modulation, exterior building materials and detailing, varied roof line, pedestrian scale, windows, repetition, etc. Views of storage units through windows shall be mitigated. The building shall look like an office building.
 - d. The building shall be surfaced with high-quality, durable materials consistent with the surrounding office uses. Un-faced concrete block, painted masonry, tilt-up and pre-cast concrete panels and non-architectural metal siding are prohibited in the office districts. Prefabricated buildings are not allowed in the office districts.
 - e. There shall be a pedestrian entrance facing the street. This entrance shall be considered the main or principal entrance, even if the tenants enter through loading docks, bays, doors or other side or rear entrances. This entrance shall present as a prominent feature that emulates an office lobby. This entrance shall not be used for the transfer of goods to the storage unit.
 - f. To accommodate future potential redevelopment of the building, parking for re-use of the building for other permitted or permitted conditional uses in the applicable zoning district shall be demonstrated at the applicable ratio; however, only the parking required for the indoor self-storage shall be required to be constructed.
 - g. Indoor self-storage facilities shall abide by all city codes and regulations such as, but not limited to, building code and fire code provisions.
 - h. Tenant access shall be restricted to the hours of 7 a.m. to 10 p.m.
- 2) **Commercial Districts: Interior Unit Access self-storage** in the commercial districts, to include the Valley Junction Historic Business District, is intended to be designed to be compatible with expected four-sided commercial design already exhibited in the city in these districts. Retail tenant spaces shall be included in the first floor design, which may include a retail space for the self-storage office. Tenant spaces shall extend the length of the façade which faces a main parking field and the public street where parking is available between the building and the public street. The intent is emulate tenant and multitenant retail store fronts commonly associated with the commercial districts, to provide the retail activity for the districts, and to provide services to the community such is commonly available in these districts. In these instances, the self-storage use will be of secondary consideration to the retail atmosphere. The following performance standards also apply to the design of interior self-storage units:
- a. All storage units shall gain access from the interior of the building, no individual unit doors may face the street or be visible from off the property.
 - b. One entrance and one exit overhead door shall be allowed. If the facility abuts residentially zoned property, the facility loading bays, docks, or doors shall not be visible from the residential property. Whenever possible, these features shall be located on facades which face non-residentially zoned or developed property or the public street. In no case will these features appear on the front façade or public façade where other commercial business takes place.
 - c. Ground floor and upper floor facades shall be designed to be compatible with expected four-sided commercial design in the city's commercial districts. Examples of such architectural and design features include varied massing, proportion, façade modulation, exterior building materials and detailing, varied roof line, pedestrian scale, windows, repetition, etc. Views of storage units through windows shall be mitigated. The building shall look like a retail or multitenant commercial space.
 - d. The building shall be surfaced with high-quality, durable materials consistent with the surrounding office uses. Un-faced concrete block, painted masonry, tilt-up and pre-cast concrete panels, non-architectural metal siding, and prefabricated buildings are prohibited in the commercial districts.
 - e. To accommodate future potential redevelopment of the building, parking for re-use of the building for other permitted or permitted conditional uses in the applicable zoning district shall

- be demonstrated at the applicable ratio; however, only the parking required for the indoor self-storage shall be required to be constructed.
- f. Indoor self-storage facilities shall abide by all city codes and regulations such as, but not limited to, building code and fire code provisions.
 - g. Self-storage access shall be restricted to the hours of 7 a.m. to 10 p.m.

Section 3. Repealer. All ordinances or parts of ordinances in conflict with the provision of this ordinance are hereby repealed.

Section 4. Savings Clause. If any section, provision, sentence, clause, phrase or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any provision, section, subsection, sentence, clause, phrase or part hereof not adjudged invalid or unconstitutional.

Section 5. Violations and Penalties. Any person who violates the provisions of this Ordinance upon conviction shall be punished as set forth in Section 1-4-1 of the City Code of the City of West Des Moines, Iowa.

Section 6. Other Remedies. In addition to the provisions set out in the Violations and Penalties Section herein, the City may proceed in law or equity against any person, firm or corporation for violation of any section or subsection of this Ordinance.

Section 7. Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

Passed by the City Council on the _____ day of _____, 2016, and approved this ___day of _____, 2016.

Steven K. Gaer, Mayor

ATTEST:

Ryan T Jacobson
City Clerk

The foregoing Ordinance No. _____ was adopted by the Council for the City of West Des Moines, Iowa, on _____, 2016, and was published in the Des Moines Register on _____, 2016.

Ryan T. Jacobson
City Clerk

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

ITEM:

DATE: November 28, 2016

Public Hearing (5:35 p.m.)
2016 Sewer Cleaning & Televising Program

FINANCIAL IMPACT:

The Engineering Estimate of Construction Cost was estimated to be \$127,500.40 for the 2016 Sewer Cleaning & Televising Program. There were three (3) bids submitted with the low bid of \$68,812.80 being submitted by Visu-Sewer, Inc. (Pewaukee, Wisconsin). 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:

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. Because there was no Public Services subcommittee meeting November 21, 2016, this agenda item was distributed to the subcommittee by e-mail on that date.

OUTSTANDING ISSUES:

None.

RECOMMENDATION:

City Council Adopt:

- Resolution adopting Plans, Specifications, Form of Contract, and Estimate of Costs;
- Motion receiving and filing Report of Bids;
- Resolution awarding the construction contract to Visu-Sewer, Inc.

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

STAFF REVIEWS

Department Director	Duane C. Wittstock, P.E., L.S., City Engineer
Appropriations/Finance	Tim Stiles, Finance Director
Legal	Richard Scieszinski, City Attorney
Agenda Acceptance	<input checked="" type="checkbox"/>

new

PUBLICATION(S) (if applicable)

Published In	Des Moines Register
Dates(s) Published	November 18, 2016

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

RESOLUTION

**A RESOLUTION OF THE CITY OF WEST DES MOINES, IOWA, APPROVING
Adopting Plans, Specifications, Form of Contract, and Estimate of Cost**

WHEREAS, on October 31, 2016, Plans, Specifications, Form of Contract, and Estimate of Cost were filed with the City Clerk for the following described public improvement:

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

and,

WHEREAS, notice of hearing on Plans, Specifications, Form of Contract, and Estimate of Cost for said public improvements were published as required by law;

therefore,

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, that the Plans, Specifications, Form of Contract, and Estimate of Costs for said Public Improvement are hereby approved.

PASSED AND APPROVED this 28th day of November, 2016.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

RESOLUTION

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST DES MOINES,
APPROVING the Awarding of a Contract**

WHEREAS, the City Council of the City of West Des Moines has heretofore directed advertisement for bids for the following described public improvement:

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

and,

WHEREAS, bids have been received and opened by the City Clerk and placed on file by the City Council;

and,

WHEREAS, the bid of Visu-Sewer, Inc., in the amount of \$68,812.80 was the lowest responsible bid received for said public improvement,

therefore;

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA, that a contract for the 2016 Sewer Cleaning & Televising Program, is hereby awarded to Visu-Sewer, Inc., in the amount of \$68,812.80 and the bond of said bidder for the project is hereby fixed in the same amount.

BE IT FURTHER RESOLVED that the City Engineer is authorized and directed to return bid bond(s) and/or check(s) to any unsuccessful bidder.

BE IT FURTHER RESOLVED that work on said project may commence as soon as the final contract and bond have been approved by the City Engineer and have been signed by the City Clerk and after the contractor is given a written notice to proceed by the City Engineer.

PASSED AND ADOPTED on this **28th** day of **November, 2016**.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

Bid Tabulation
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
November 23, 2016

AECOM

Item	Description	Unit	Estimated Quantity	Engineer's Estimate		Visu-Sewer W230 N4855 Galtier Drive Pewaukee, WI 53072		Central Iowa Televising PO Box 203 530 Dubois Avenue McCallisburgh, IA 50254		Hydro-Klean 333 NW 49th Place Des Moines, IA 50313	
				Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1.1	MOBILIZATION	LS	1.0	\$ 5,000.00	\$ 5,000.00	\$ 6,000.00	\$ 5,000.00	\$ 1,000.00	\$ 1,000.00	\$ -	\$ -
1.2	TYPE A CLEANING - 8" SANITARY SEWER	LF	11,720.0	\$ 0.85	\$ 9,962.00	\$ 0.86	\$ 10,083.20	\$ 0.85	\$ 10,052.00	\$ 1.42	\$ 16,856.16
1.3	TYPE A CLEANING - 10" SANITARY SEWER	LF	411.0	\$ 0.90	\$ 369.90	\$ 0.86	\$ 353.46	\$ 0.85	\$ 349.35	\$ 1.42	\$ 583.02
1.4	TYPE A CLEANING - 12" SANITARY SEWER	LF	3,697.0	\$ 0.95	\$ 3,512.15	\$ 0.86	\$ 3,177.42	\$ 0.85	\$ 3,142.45	\$ 1.42	\$ 5,258.14
1.5	TYPE A CLEANING - 15/16" SANITARY SEWER	LF	5,460.0	\$ 1.00	\$ 5,460.00	\$ 0.73	\$ 3,988.20	\$ 0.85	\$ 4,641.00	\$ 1.42	\$ 7,753.20
1.6	TYPE A CLEANING - 18" SANITARY SEWER	LF	4,088.0	\$ 1.10	\$ 4,496.80	\$ 0.73	\$ 2,984.24	\$ 0.85	\$ 3,474.80	\$ 1.42	\$ 5,805.32
1.7	TYPE A CLEANING - 24" SANITARY SEWER	LF	3,635.0	\$ 1.80	\$ 6,543.00	\$ 0.73	\$ 2,653.55	\$ 1.05	\$ 3,816.75	\$ 1.42	\$ 5,171.70
1.8	TYPE A CLEANING - 36" SANITARY SEWER	LF	2,790.0	\$ 2.60	\$ 7,254.00	\$ 0.25	\$ 697.50	\$ 1.05	\$ 2,929.50	\$ 2.02	\$ 5,635.80
1.9	TYPE A CLEANING - 42" SANITARY SEWER	LF	5,279.0	\$ 4.10	\$ 21,644.10	\$ 0.25	\$ 1,319.75	\$ 1.25	\$ 6,598.75	\$ 2.02	\$ 10,663.58
1.10	TYPE C ROOT REMOVAL - 6" TO 10" SANITARY SEWER	LF	900.0	\$ 1.50	\$ 1,350.00	\$ 1.00	\$ 900.00	\$ 0.85	\$ 765.00	\$ 1.50	\$ 1,350.00
1.11	TYPE C ROOT REMOVAL - 12" TO 18" SANITARY SEWER	LF	700.0	\$ 2.00	\$ 1,400.00	\$ 1.00	\$ 700.00	\$ 0.95	\$ 665.00	\$ 1.50	\$ 1,050.00
1.12	TYPE C ROOT REMOVAL - 18" TO 24" SANITARY SEWER	LF	600.0	\$ 2.60	\$ 1,560.00	\$ 2.00	\$ 1,200.00	\$ 1.05	\$ 630.00	\$ 1.50	\$ 900.00
1.13	TELEVISION - 8" SANITARY SEWER	LF	11,729.0	\$ 0.85	\$ 9,969.65	\$ 1.00	\$ 11,729.00	\$ 0.75	\$ 8,796.75	\$ 0.60	\$ 7,037.40
1.14	TELEVISION - 10" SANITARY SEWER	LF	411.0	\$ 0.90	\$ 369.90	\$ 1.00	\$ 411.00	\$ 0.75	\$ 308.25	\$ 0.60	\$ 246.60
1.15	TELEVISION - 12" SANITARY SEWER	LF	3,697.0	\$ 0.95	\$ 3,512.15	\$ 1.00	\$ 3,697.00	\$ 0.75	\$ 2,772.75	\$ 0.60	\$ 2,218.20
1.16	TELEVISION - 15/16" SANITARY SEWER	LF	5,460.0	\$ 1.00	\$ 5,460.00	\$ 1.00	\$ 5,460.00	\$ 0.95	\$ 5,187.00	\$ 0.60	\$ 3,276.00
1.17	TELEVISION - 18" SANITARY SEWER	LF	4,088.0	\$ 1.10	\$ 4,496.80	\$ 1.00	\$ 4,088.00	\$ 0.95	\$ 3,883.60	\$ 0.60	\$ 2,452.80
1.18	TELEVISION - 24" SANITARY SEWER	LF	3,635.0	\$ 1.80	\$ 6,543.00	\$ 1.00	\$ 3,635.00	\$ 1.15	\$ 4,179.25	\$ 0.60	\$ 2,181.00
1.19	TELEVISION - 36" SANITARY SEWER	LF	2,790.0	\$ 2.60	\$ 7,254.00	\$ 1.00	\$ 2,790.00	\$ 1.25	\$ 3,487.50	\$ 0.60	\$ 1,674.00
1.20	TELEVISION - 42" SANITARY SEWER	LF	5,279.0	\$ 4.10	\$ 21,644.10	\$ 1.00	\$ 5,279.00	\$ 1.45	\$ 7,654.55	\$ 0.60	\$ 3,167.40
1.21	CUT PROTRUDING TRAPS	EA	4.0	\$ 350.00	\$ 1,400.00	\$ 500.00	\$ 2,000.00	\$ 300.00	\$ 1,200.00	\$ 500.00	\$ 2,000.00
TOTAL BID					\$ 127,906.40	64%	\$ 88,812.80	57%	\$ 72,141.80	70%	\$ 89,728.17

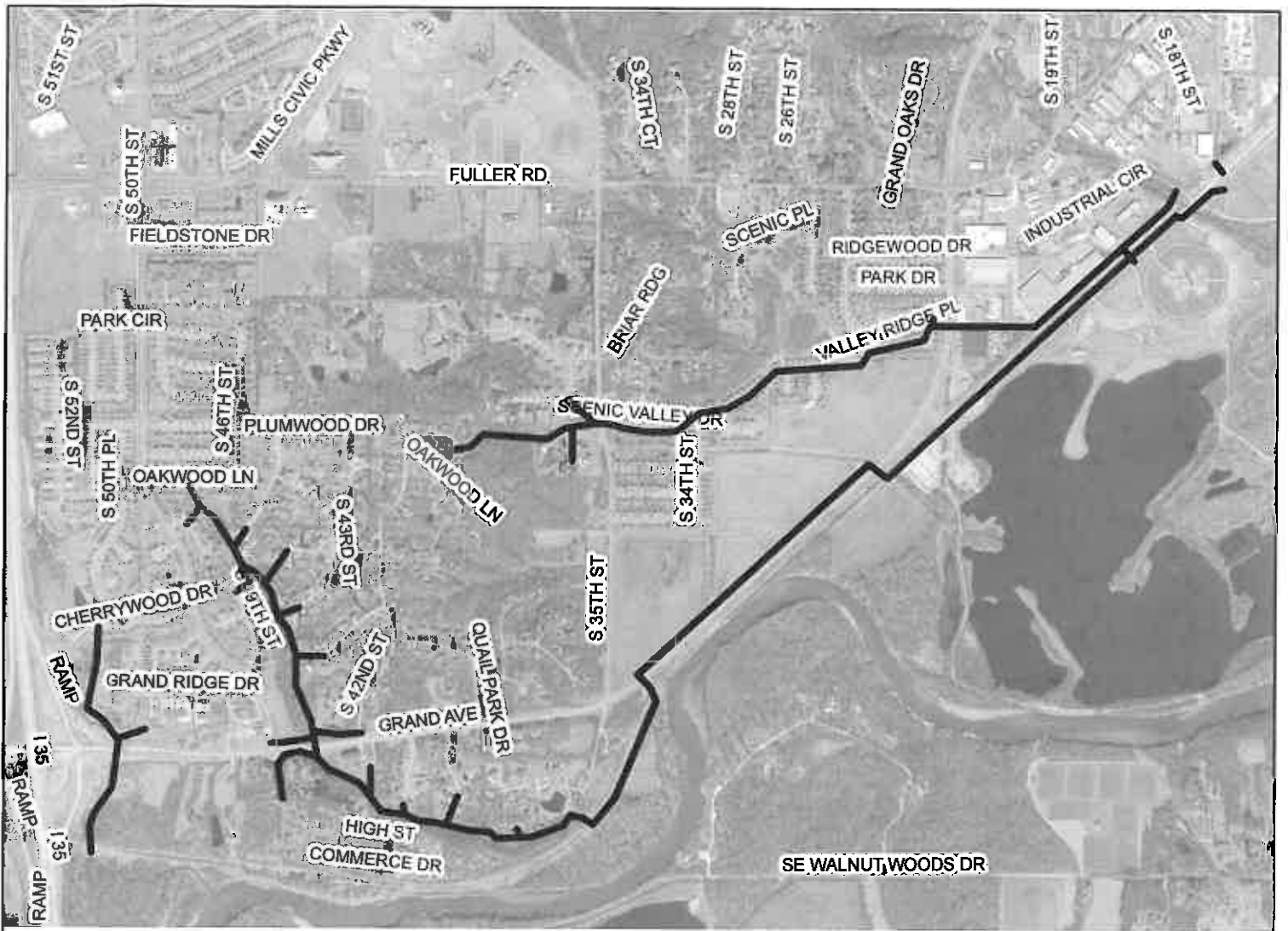
I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the state of Iowa.

Todd L. Alllyn 11/23/16
TODD L. ALLYN, PE Date
 License No. 14821
 My license renewal date is December 31, 2016.

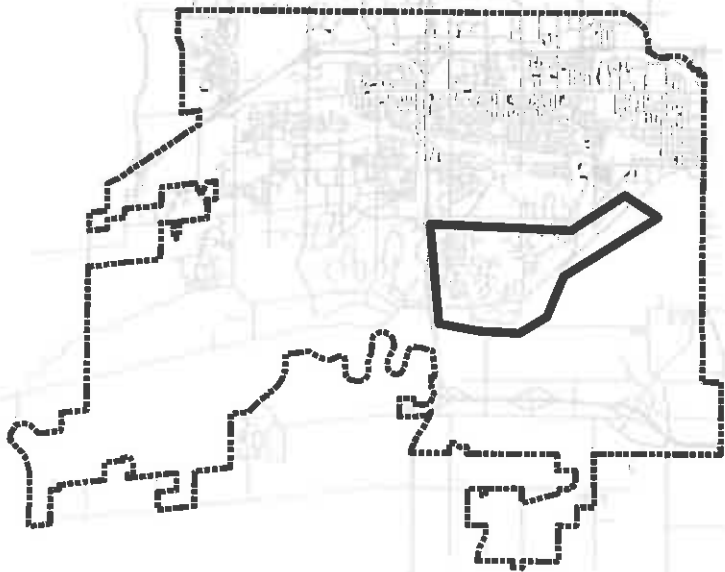
Pages or sheets covered by this seal:
Bid Tabulation

Date issued: _____





VICINITY MAP



LEGEND

PROJECT LOCATION 



PROJECT:

2016 Sewer Cleaning & Televising

LOCATION:

Various Locations around West Des Moines

DRAWN BY: JDR

DATE: 11/17/2016

PROJECT: 0510-001-2016

SHT. 1 of 1

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

Date: November 28, 2016

ITEM: Delavan Townhomes Plat 1, 150 S 26th St – Plat property into 16 townhome lots and 7 outlots – Jerry’s Homes Inc. – FP-003261-2016

RESOLUTION: Acceptance of Public Improvements and Approval and Release of Final Plat

FINANCIAL IMPACT: Undetermined.

BACKGROUND: The applicant, Jerry’s Homes Inc., represented by Melissa Hills of Civil Engineering Consultants, Inc. is requesting approval of a Final Plat for approximately 2.33 acres located at 150 S 26th St. The applicant proposes to subdivide the property into 16 townhome lots and 7 outlots to be tied to the adjacent townhome parcel. The outlots are being used to allow for identification of common maintenance areas within the development for which maintenance responsibilities are assigned as part of the development’s covenants. This approach is used to address financial lending options as it can be difficult to receive loans for common areas that are not owned by a specific individual.

This Final Plat is consistent with the Preliminary Plat which was approved by the City Council on September 6, 2016.

CITY COUNCIL SUBCOMMITTEE: The Final Plat for this project was presented to the Development and Planning City Council Subcommittee on November 14, 2016 as an informational item. No discussion was had and the Subcommittee expressed support of the development.

OUTSTANDING ISSUES: There are no outstanding issues. Staff notes the following:

- As part of this approval, the Council is approving and accepting the following:
 - Public improvements associated with the construction of public sanitary sewers and public storm sewers;
 - A Storm Water Management Maintenance Facility Covenant and Permanent Easement Agreement for this development;
 - Legal documents to establish easements for public utility, sanitary sewers, storm sewer, overland flow, ingress/egress and buffer park;
 - Surety for installation of landscaping in the landscape buffer
 - A Parkland Dedication Agreement

COMPREHENSIVE PLAN CONSISTENCY: The project has been reviewed for consistency with the Comprehensive Plan. Based upon that review, a finding has been made that the proposed project is consistent with the Comprehensive Plan in that the project is consistent with all of the goals and policies of the Comprehensive Plan and the land use map of the Comprehensive Plan.

RECOMMENDATION: Based upon the preceding review and a finding of consistency with the goals and policies of the Comprehensive Plan, staff recommends the City Council approve the Final Plat, Delavan Townhomes Plat 1 to allow the platting of 16 townhome lots and 7 outlots, subject to the applicant meeting all City Code requirements and the following:

1. Buffer landscaping required along S 26th Street shall be installed prior to the issuance of any occupancy permits, including temporary occupancy permits for any dwelling unit within the western-most building (Building 100). In the event that occupancy is desired at a time in which landscape plantings cannot be installed due to winter weather, the developer shall post surety with the City’s Development Services Department in the amount of one and one-half times the cost of landscape plant material, installation, and mulching. Said landscaping for which surety is posted shall be installed in the spring prior to June 30th. If plant material is not installed by June 30th, no additional occupancy permits, including temporary occupancy permits for any other dwelling within the development will be issued until such time that the landscaping is installed and the landscaping is reviewed and approved by the City’s Development Services staff.

Lead Staff Member: J. Bradley Munford

STAFF REVIEWS:

Department Director	
Appropriations/Finance	
Legal	
Agenda Acceptance	

PUBLICATION(S) (if applicable)

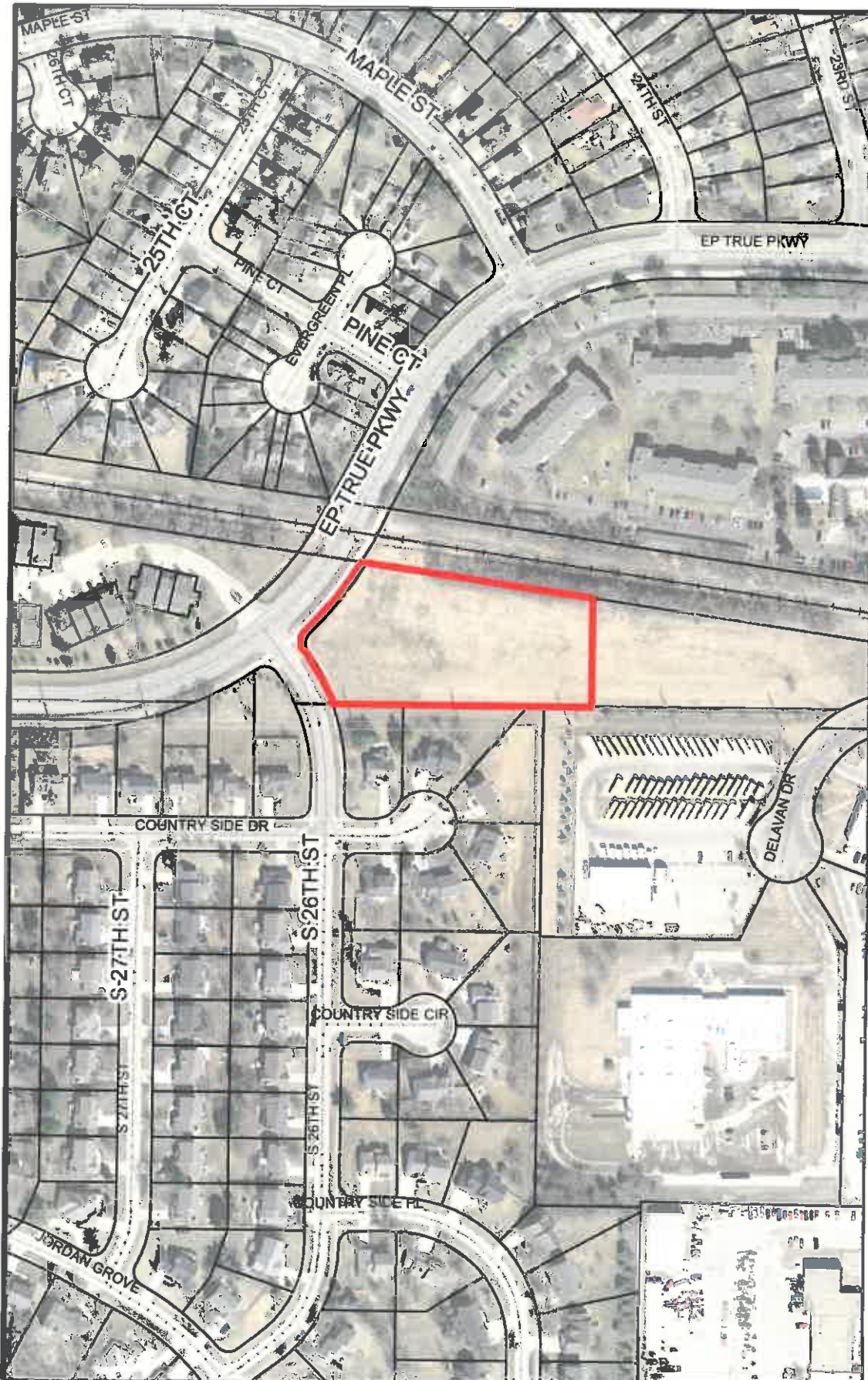
Published In	n/a
Date(s) Published	n/a
Letter sent to surrounding property owners	n/a

SUBCOMMITTEE REVIEW (if applicable)

Committee	Development and Planning		
Date Reviewed	November 14, 2016		
Recommendation	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Split <input type="checkbox"/>

ATTACHMENTS:

- Attachment A - Location Map
- Attachment B - Final Plat
- Attachment C - Resolution: Acceptance of Public Improvements and Approval and Release of Final Plat
- Exhibit A - Conditions of Approval



**Delavan
Townhomes**



FINAL PLAT

DELAYAN TOWNHOMES PLAT 1

150 S. 26TH STREET, WEST DES MOINES, IOWA

Civil Engineering Consultants, Inc.
2400 86th Street, Unit 12, Des Moines, Iowa 50322
515.276.4884 Fax: 515.276.7084 mail@cecilac.com



LEGEND

- FOUND PROPERTY CORNERS MONUMENTS
- SET PROPERTY CORNER (5/8" I.R. W/BLUE CAP #1000 UNLESS OTHERWISE NOTED)
- PLAT BOUNDARY
- - - PROPOSED LOT LINES
- EXISTING PROPERTY LINES
- - - ORIGINAL PLATTED LOT LINES
- BASEMENT LINE
- CENTERLINE STREET
- D. DECODED BEARINGS & DISTANCE
- P. PREVIOUSLY RECORDED BEARINGS & DISTANCE
- M. MEASURED BEARINGS & DISTANCE
- I.R. IRON ROD
- I.P. IRON PIPE
- RO.M. RIGHT-OF-WAY
- BK. XXX, PG. XXX COUNTY RECORDER'S INDEXING BOOK
- P.U.E. PUBLIC UTILITY EASEMENT
- TTT STREET ADDRESS



VICINITY MAP SCALE: 1"=400'

SHEET INDEX

SHEET NO	SHEET TITLE
1	FINAL PLAT - COVER
2	FINAL PLAT - DIMENSION PLAN
3	FINAL PLAT - EASEMENT PLAN

OWNER / APPLICANT:
JERRY'S HOMES INC.
ATTN: JAY COWAN
10480 NEW YORK AVE. STE. C
URBANDALE, IA 50922
PH: 515-271-0250
E-MAIL: JAY@JERRYSHOMES.COM

PROPERTY ADDRESS:
2800 EP TRUE PARKWAY
WEST DES MOINES, IA 50315

LAND SURVEYOR:
CIVIL ENGINEERING CONSULTANTS, INC
ATTN: JEFFREY A. GADDIS, PLS #18381
2400 86TH STREET, SUITE #12
URBANDALE, IA 50922
PHONE: 515-276-4884 EXT 21
FAX: 515-276-7084
E-MAIL: GADDIS@CECILAC.COM



INDEX LEGEND

COUNTY:	POLK
CITY:	WEST DES MOINES
SUBDIVISION:	DELAYAN PLAT 5
LOTS:	LOT 1
PROPRIETOR (S):	JERRY'S HOMES INC.
REQUESTED BY:	JERRY'S HOMES INC.
RETURN TO:	CIVIL ENGINEERING CONSULTANTS, INC ATTN: JEFFREY A. GADDIS 2400 86TH STREET, URBANDALE, IA 50922

UTILITY SERVICE PROVIDERS

ELECTRIC & NATURAL GAS
MID-AMERICAN ENERGY COMPANY
P.O. BOX 887
DES MOINES, IA 50306-0887
PHONE: 1-800-824-6201
WEB: WWW.MIDAMERICANENERGY.COM
GRAIG RANFELD
PHONE: 515-272-6632
EMAIL: MEGDESDES@LOCATES.MIDAMERICAN.COM

SANITARY SYSTEMS
CITY OF WEST DES MOINES
WEST DES MOINES PUBLIC WORKS
PHONE: 515-272-5480
EMAIL: PUBLICWORKS@WDMO.IA.GOV

POTABLE WATER
WEST DES MOINES WATER WORKS
GENERAL OFFICE AND CUSTOMER SERVICE
4200 HILLS CIVIC PARKWAY, SUITE 1D
PHONE: (515) 272-3460
FAX: (515) 272-3570
E-MAIL: WATERWORKS@WDMO.IA.GOV

STORM SEWER SYSTEMS
CITY OF WEST DES MOINES
WEST DES MOINES PUBLIC WORKS
PHONE: 515-272-5480
EMAIL: PUBLICWORKS@WDMO.IA.GOV

TELECOMMUNICATIONS & INTERNET SERVICE PROVIDERS:
ATTN TRANSMISSION
ATTN: LEBBY VOHS
PHONE: 816-375-4014
EMAIL: LV212@ATT.COM

MEDIA.COM (DES MOINES)
ATTN: PAUL MAY
PHONE: 515-246-2253 OFFICE
515-354-2649 CELL
EMAIL: PMAY@MEDIACOM.CC.COM

CENTURY LINK
ATTN: TOM STURMER
PHONE: 505-664-8090
EMAIL: THOMAS.STURMER@CENTURYLINK.COM



NOTES

- THE BEARINGS SHOWN ON THIS FINAL PLAT ARE BASED ON THE NORTH LINE OF DELAYAN PLAT 2 HAVING A BEARING OF S89°32'14"E
- THE UNADJUSTED ERROR OF CLOSURE IS NOT GREATER THAN 1/10000 FOR SUBDIVISION BOUNDARIES AND IS NOT GREATER THAN 1/5000 FOR INDIVIDUAL LOTS.
- THIS PARCEL MAY BE SUBJECT TO EASEMENTS OF RECORD. NO TITLE WORK HAS BEEN PERFORMED BY THIS SURVEYOR.
- MONUMENTS TO BE SET WITHIN ONE YEAR THE FINAL PLAT'S RECORDING DATE.
- ALL EASEMENTS SHOWN ARE PROPOSED EASEMENTS UNLESS LABEL AS "EXISTING".
- ALL WATER MAIN CONNECTIONS AND REMOVALS MUST BE DONE IN ACCORDANCE WITH THE WEST DES MOINES WATER WORKS STANDARDS AND SPECIFICATIONS.
- VERIFY COORDINATES AND BUILDING CORNERS WITH ARCHITECTURAL DRAWINGS PRIOR TO CONSTRUCTION.
- ALL UNITS ARE SLAB ON GRADE CONSTRUCTION (NO BASEMENTS).
- LOTS 1A - 18A SHALL BE TIED TO THE ADJACENT NUMBERED LOT. THESE LOTS ARE FOR STORM WATER DETENTION, STORM SEWER & OVERLAND FLOWAGE EASEMENT AND ARE NOT BUILDABLE LOTS. TO BE MAINTAINED BY THE HOME OWNERS ASSOCIATION.
- LOT 1A SHALL BE TIED TO LOT 1. THIS LOT IS DEDICATED AS A PUBLIC ACCESS EASEMENT AND IS NOT BUILDABLE AND SHALL BE MAINTAINED BY HOME OWNERS ASSOCIATION.
- A BLANKET EASEMENT SHALL BE PROVIDED FOR INGRESS/EGRESS TO ALLOW WEST DES MOINES WATER WORKS ACCESS FOR THE PURPOSE OF READING METERS AND OPERATING PRIVATE WATER MAIN AND APPURTENANCES INCLUDING CURB VALVES.

HORIZONTAL CONTROL

POINT NAME: NDM-HZ 16 NETWORK POINT ID: 2006
DESIGNATION: WEST DES MOINES GPS CONTROL PT. - NDM-HZ 16
NORTHING: 571217.205FT EASTING: 1570261.175FT
ORTHOMETRIC HEIGHT: 914.015FT ELLIPSOID HEIGHT: 912.095FT GEOID04
LATITUDE: N41°54'03.1427" LONGITUDE: W89°45'22.8756"
MAPPING ANGLE: 0°10'08" COMBINATION SCALE FACTOR: 0.999930056
MONUMENT TYPE: 3/4" X 1/2" LONG BERTHSEN TOP SECURITY ROD MONUMENT WITH A 2-1/2" DIA. DOMED SURVEY CAP AND PERMANENT MAGNET ENCASED IN A WHITE PVC PIPE WITH A N65 STYLE ALUM. ACCESS COVER.

POINT NAME: NDM-BM-126 NETWORK POINT ID: 126
DESIGNATION: WEST DES MOINES VERTICAL CONTROL PT. 126 (SET BY OTHERS)
NORTHING: 573447.255FT EASTING: 1569780.365FT
ORTHOMETRIC HEIGHT: 910.225FT ELLIPSOID HEIGHT: 808.485FT GEOID04
LATITUDE: N41°54'25.4701" LONGITUDE: W89°45'48.5665"
MAPPING ANGLE: 0°11'09" COMBINATION SCALE FACTOR: 0.999980428
MONUMENT TYPE: #5 REBAR ENCASED IN A 6" DIA. X 48" MINIMUM DEPTH CONCRETE CYLINDER WITH A 1-1/2" DIA. ALUMINUM CAP AFFIXED TO THE TOP OF THE REBAR.

LEGAL DESCRIPTION

LOT 1, DELAYAN PLAT 5, AN OFFICIAL PLAT RECORDED IN BOOK 16081, PAGE 367-376 AT THE POLK COUNTY RECORDER'S OFFICE, CITY OF WEST DES MOINES, POLK COUNTY, IOWA, CONTAINS 2.59 ACRES MORE OR LESS.

FLOOD ZONE DESIGNATION

THE DESCRIBED PROPERTY IS LOCATED WITHIN AN AREA HAVING A ZONE DESIGNATION 'X' BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), ON FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 10250010C REVISED ON FEBRUARY 16, 2006.

LAND AREA
10,367 SQUARE FEET
2.59 ACRES

COMPREHENSIVE PLAN LAND USE
MEDIUM DENSITY RESIDENTIAL - LOT 1

ZONING

BM II FLD (R) - BOOK 5657, PAGE 494
• MEDIUM DENSITY RESIDENTIAL

SETBACKS:

MULTI FAMILY PARCELS SHALL HAVE 25' MINIMUM PERIMETER SETBACK EXCEPT ALONG THOROUGHFARES WHICH SHALL HAVE 30' SETBACK

BENCHMARK

WEST DES MOINES BENCHMARK #126
SOUTHWEST CORNER OF GRAND AVENUE AND EP. TRUE PARKWAY, 10 FEET WEST OF BACK OF WALK AND 77 FEET SOUTH OF TRAFFIC SIGNAL POLE AT THE INTERSECTION OF EP. TRUE PARKWAY AND GRAND AVENUE.
NAD83 DATUM = 641.22 FEET
NAVD83 = 643.29 FEET

WEST DES MOINES BENCHMARK #127
SOUTHWEST CORNER OF EP. TRUE AND S. 41ST STREET, 4.5 FEET SOUTH OF THE EAST-NORTH BACK OF WALK AND 4.5 FEET WEST OF THE NORTH-SOUTH BACK OF WALK.
NAD83 DATUM = 104.46 FEET
NAVD83 = 849.47 FEET

PURPOSE OF SURVEY:

- THIS IS A MINOR SUBDIVISION PLAT FOR THE PURPOSE OF CREATING TWO (2) LOTS FOR FUTURE DEVELOPMENT.

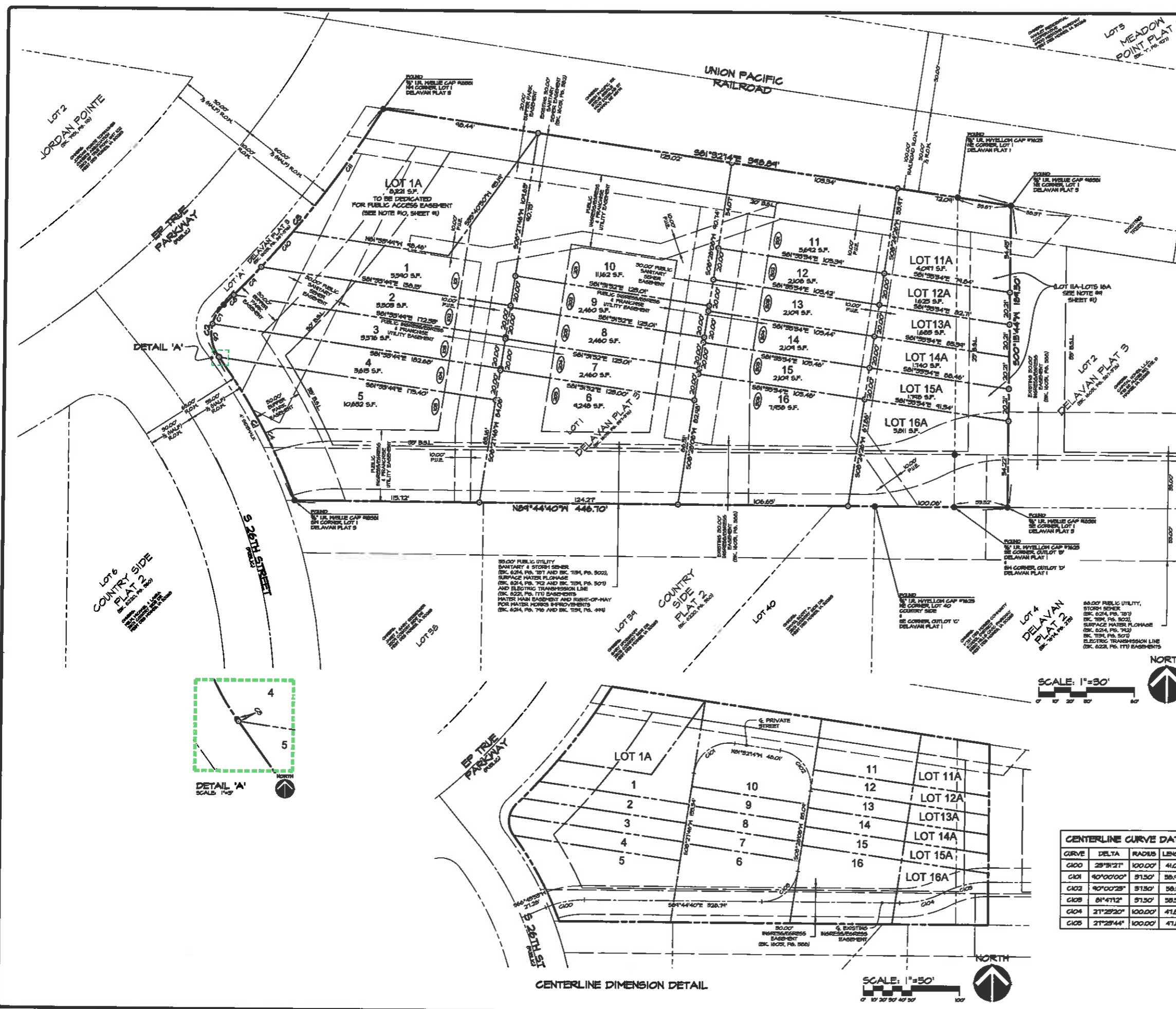
CERTIFICATION

	I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA. JEFFREY A. GADDIS, IOWA LICENSE NO. 18381 DATE MY LICENSE RENEWAL DATE IS DECEMBER 31, 2016 PAGES OR SHEETS COVERED BY THIS SEAL:
	11-10-2016 SHEETS 1 - 3

DATE	COMMENTS
11-10-2016	
10-24-2016	
11-22-2016	
DATE OF SURVEY	01-22-2016
DESIGNED BY	JHG
DRAWN BY	CH

DELAYAN TOWNHOMES PLAT 1
150 S. 26TH STREET, WEST DES MOINES, IOWA
FINAL PLAT - COVER

SHEET 1 OF 3
E-1489



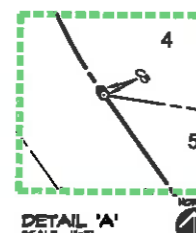
LOTS MEADOW POINT PLAT I
 (SEE SHEET #1)

Lot 2
 JORDAN POINTE
 (SEE SHEET #1)

LOT 1A
 8,221 S.F.
 TO BE DEDICATED FOR PUBLIC ACCESS EASEMENT
 (SEE NOTE #10, SHEET #1)

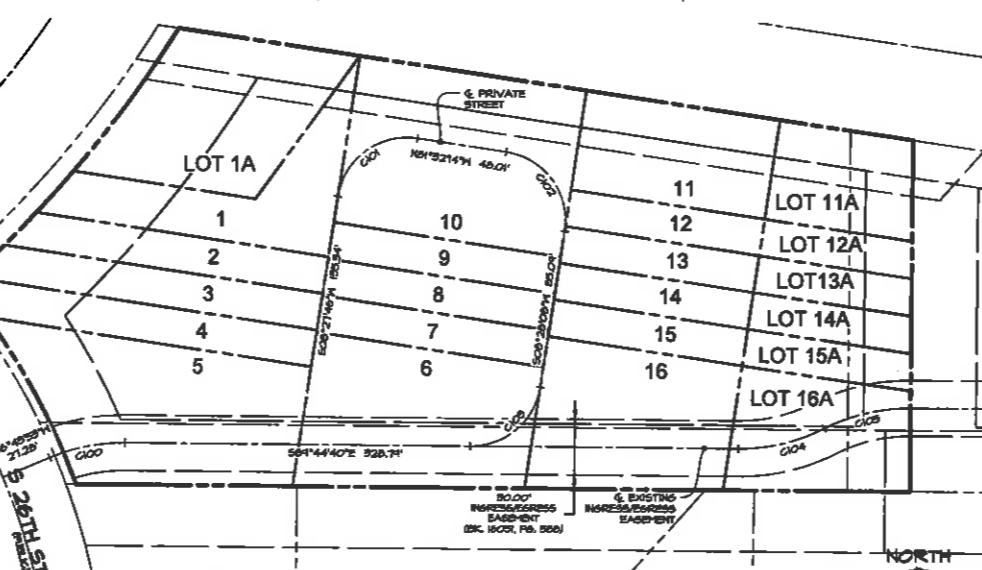
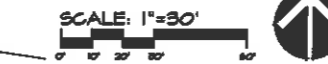
DETAIL 'A'

Lot 6
 COUNTRY SIDE
 PLAT 2
 (SEE SHEET #1)



30.00' PUBLIC UTILITY
 SANITARY & STORM SEWER
 SURFACE WATER FLOWAGE
 AND ELECTRIC TRANSMISSION LINE
 (SEE 624, PG. 792 AND BK. 1294, PG. 502)
 (SEE 622, PG. 177) EASEMENTS
 WATER MAIN BASEMENT AND RIGHT-OF-WAY
 FOR WATER METER IMPROVEMENTS
 (SEE 624, PG. 790 AND BK. 1294, PG. 494)

Lot 39
 Lot 40
 COUNTRY SIDE
 PLAT 2
 (SEE SHEET #1)



CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD	CH. BEARING
C1	15°45'15"	372.50'	102.56'	51.5'	102.04'	S28°16'36"E
C2	81°51'35"	25.00'	55.12'	21.88'	52.78'	S04°46'45"W
C3	14°21'08"	652.46'	156.55'	71.64'	158.15'	S58°52'10"W
C4	5°42'54"	372.50'	102.11'	51.35'	101.74'	S28°18'27"E
C5	0°02'24"	372.50'	0.25'	0.15'	0.25'	S58°08'03"E
C6	44°48'05"	25.00'	21.75'	11.50'	21.05'	S11°51'11"E
C7	52°08'52"	25.00'	15.94'	7.18'	15.01'	S24°40'47"W
C8	0°48'24"	652.46'	8.41'	4.46'	8.41'	S45°12'51"W
C9	2°15'12"	652.46'	24.35'	12.26'	24.52'	S45°14'45"W
C10	2°41'44"	652.46'	24.78'	14.84'	24.78'	S41°20'13"W
C11	8°51'45"	652.46'	45.55'	47.16'	45.34'	S35°40'50"W

CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD	CH. BEARING
C100	28°51'21"	100.00'	41.06'	20.82'	40.71'	S78°24'51"W
C101	40°00'00"	37.50'	58.90'	31.50'	58.05'	S55°21'46"W
C102	40°00'28"	37.50'	58.91'	31.50'	58.04'	S56°52'05"W
C103	81°47'12"	37.50'	58.55'	32.48'	44.10'	N44°21'44"E
C104	21°29'20"	100.00'	41.86'	24.40'	41.41'	N16°32'40"E
C105	21°29'44"	100.00'	41.81'	24.37'	41.36'	S78°31'52"W

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: 11-10-2016
 10-24-2016
 11-22-2016

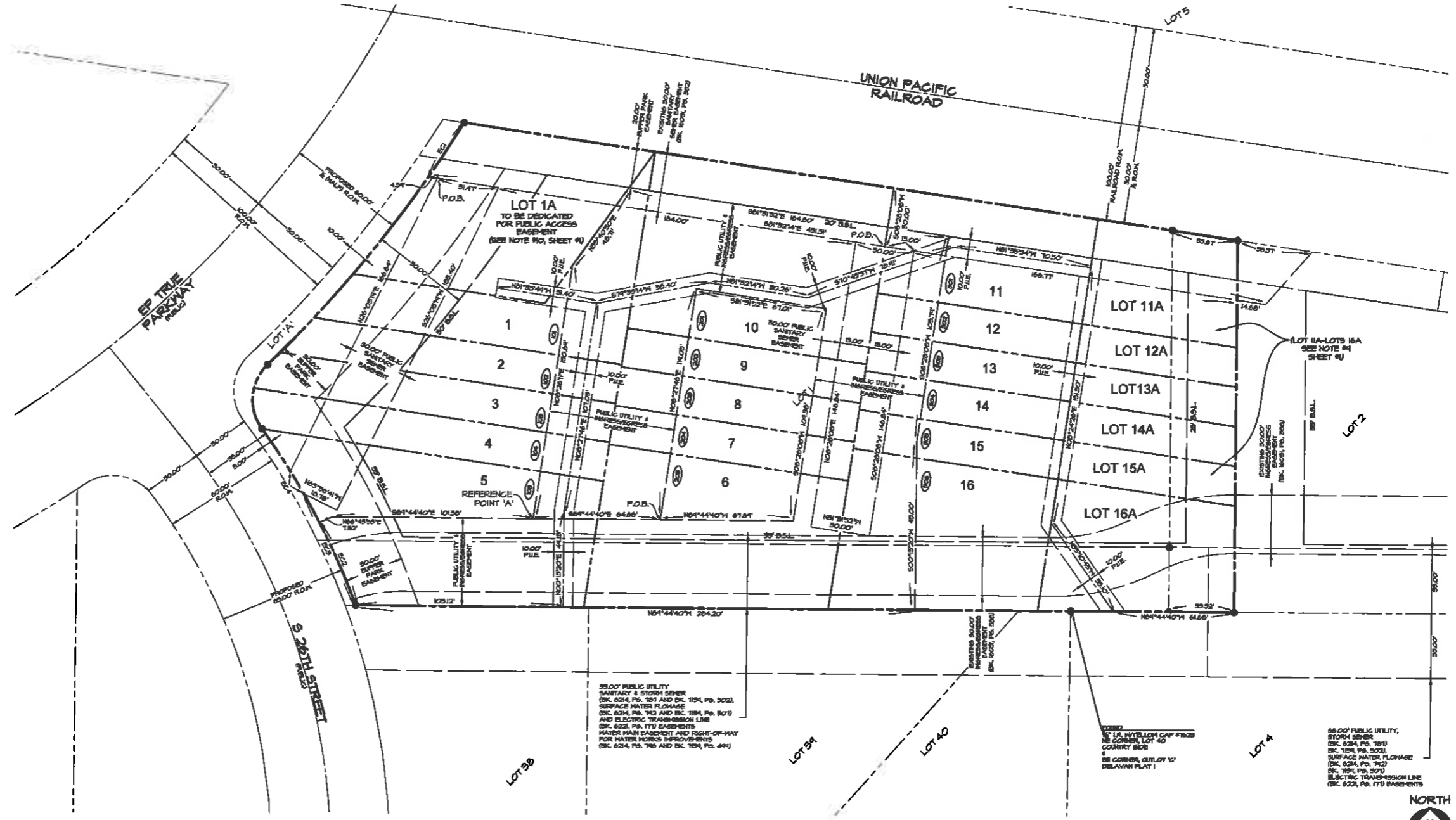
DATE OF SURVEY: 01-22-2016
 DESIGNED BY: MCH
 DRAWN BY: CH

DELAVAN TOWNHOMES PLAT 1
 150 S. 26TH STREET, WEST DES MOINES, IOWA

FINAL PLAT - DIMENSION PLAN

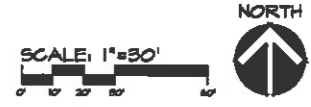
SHEET
 2
 3

E-1483



EASEMENT CURVE DATA

CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD	CH. BEARING
EC1	2°38'29"	692.46'	52.94'	16.48'	52.94'	S82°51'03"W
EC2	7°06'17"	912.50'	46.17'	28.11'	46.14'	N25°51'08"W
EC3	4°54'58"	912.50'	62.77'	31.48'	62.70'	N25°15'44"W
EC4	2°08'17"	912.50'	19.29'	6.66'	13.39'	N14°05'16"W



CEC
Civil Engineering Consultants, Inc.
2400 86th Street, Unit 12, Des Moines, Iowa 50322
515.276.4884 · Fax: 515.276.7084 · mail@cecinc.com

DATE: 11-10-2016
10-24-2016
11-22-2016

DATE OF SURVEY: 01-22-2016
DESIGNED BY: MHI
DRAWN BY: CM

DELAVAN TOWNHOMES FLAT 1
150 S. 26TH STREET, WEST DES MOINES, IOWA

FINAL FLAT - EASEMENT PLAN

DATE: 11-10-2016
10-24-2016
11-22-2016

DATE OF SURVEY: 01-22-2016
DESIGNED BY: MHI
DRAWN BY: CM

COMMENTS:

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

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, APPROVING AND ACCEPTING THE PUBLIC IMPROVEMENTS AND APPROVING AND RELEASING THE FINAL PLAT, DELAVAN TOWNHOMES PLAT 1 (FP-003261-2016) FOR THE PURPOSE OF PLATTING PROPERTY INTO 16 TOWNHOME LOTS AND 7 OUTLOTS

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, Jerry's Homes Inc., has requested approval for a Final Plat (FP-003261-2016) for approximately 2.33 acres located at 150 S 26th St for the purpose of subdividing the property into 16 townhome lots and 7 outlots to be tied to the adjacent townhome parcel

Legal Description

ALL OF LOT 1, DELAVAN PLAT 3, AN OFFICIAL PLAT IN THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA AND INCLUDING 2.33 ACRES.

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

WHEREAS, the West Des Moines Plan and Zoning Commission has reviewed the Preliminary Plat for Delavan Townhomes Plat 1 and recommended approval on August 29, 2016;

WHEREAS, the Final Plat that was submitted for review was determined to be generally consistent with the Preliminary Plat for Delavan Townhomes Plat 1 that was reviewed and approved by the City Council on September 6, 2016;

WHEREAS, on November 28, 2016, this City Council held a duly-noticed meeting to consider the application for Delavan Townhomes Plat 1 Final Plat (FP-003261-2016);

WHEREAS, the West Des Moines City Council did adopt a resolution which approved the Final Plat for Delavan Townhomes Plat 1 at their meeting on November 28, 2016, subject to any conditions of approval, and;

WHEREAS, the City Council did accept public improvements associated with the construction of, public sanitary sewer and public storm sewer within the plat boundaries, and;

WHEREAS, the City Council did accept buffer, sanitary sewer, storm sewer, overland flowage, ingress/egress and public utility easements, and;

WHEREAS, the City Council is accepting the Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement for this property, and;

WHEREAS, the City Council did accept surety in lieu of installation of buffer landscaping within the plat, and:

WHEREAS, the City Council did accept the Parkland Dedication Agreement, and:

WHEREAS, the City Council approves the following address assignments:

Delavan Townhomes Plat 1 Lot 1	150 S 26 th Street, Unit 101
Delavan Townhomes Plat 1 Lot 2	150 S 26 th Street, Unit 102
Delavan Townhomes Plat 1 Lot 3	150 S 26 th Street, Unit 103
Delavan Townhomes Plat 1 Lot 4	150 S 26 th Street, Unit 104
Delavan Townhomes Plat 1 Lot 5	150 S 26 th Street, Unit 105
Delavan Townhomes Plat 1 Lot 6	150 S 26 th Street, Unit 205
Delavan Townhomes Plat 1 Lot 7	150 S 26 th Street, Unit 204
Delavan Townhomes Plat 1 Lot 8	150 S 26 th Street, Unit 203
Delavan Townhomes Plat 1 Lot 9	150 S 26 th Street, Unit 202
Delavan Townhomes Plat 1 Lot 10	150 S 26 th Street, Unit 201
Delavan Townhomes Plat 1 Lot 11	150 S 26 th Street, Unit 301
Delavan Townhomes Plat 1 Lot 12	150 S 26 th Street, Unit 302
Delavan Townhomes Plat 1 Lot 13	150 S 26 th Street, Unit 303
Delavan Townhomes Plat 1 Lot 14	150 S 26 th Street, Unit 304
Delavan Townhomes Plat 1 Lot 15	150 S 26 th Street, Unit 305
Delavan Townhomes Plat 1 Lot 16	150 S 26 th Street, Unit 306

WHEREAS, Delavan Townhomes Plat 1 is zoned BEH II Planned Unit Development (PUD) and meets all requirements of the City's Zoning Code.

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

SECTION 1. The findings of consistency with the Comprehensive Plan as stated in the staff report, or as amended orally at the City Council hearing, are adopted.

SECTION 2. The public improvements associated with Final Plat, Delavan Townhomes Plat 1 are hereby accepted and dedicated for public purposes.

SECTION 3. Final Plat, Delavan Townhomes Plat 1 (FP-003261-2016) is approved, subject to compliance with all the conditions in the staff report, dated November 28, 2016, including conditions added at the meeting, if any, and attached hereto as Exhibit "A". Violation of any such conditions shall be grounds for revocation of the entitlement, as well as any other remedy which is available to the City.

SECTION 4. This resolution does release Delavan Townhomes Plat 1 (FP-003261-2016) Final Plat for recordation upon fulfillment of related conditions of approval. The City Council of West Des Moines, Iowa directs the City Clerk to release said plat for recordation in accordance with said City Council approval of the final plat on November 28, 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 November 28, 2016, among other proceedings, Roll Call No. _____ approved said plat on November 28, 2016, and released said Final Plat for recordation.

Ryan T. Jacobson
City Clerk

IN WITNESS WHEREOF, I have hereunto set my hand this 28th day of November, 2016.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson
City Clerk

Exhibit A
Conditions of Approval

1. Buffer landscaping required along S 26th Street shall be installed prior to the issuance of any occupancy permits, including temporary occupancy permits for any dwelling unit within the western-most building (Building 100). In the event that occupancy is desired at a time in which landscape plantings cannot be installed due to winter weather, the developer shall post surety with the City's Development Services Department in the amount of one and one-half times the cost of landscape plant material, installation, and mulching. Said landscaping for which surety is posted shall be installed in the spring prior to June 30th. If plant material is not installed by June 30th, no additional occupancy permits, including temporary occupancy permits for any other dwelling within the development will be issued until such time that the landscaping is installed and the landscaping is reviewed and approved by the City's Development Services staff.

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

Date: November 28, 2016

ITEM: Jordan West Plat 3 Lot 7, 350 Jordan Creek Parkway – Approval of a Plat-of-Survey -- Ryan Companies US - POS-003270-2016

RESOLUTION: Approval and Release of Plat-of-Survey

FINANCIAL IMPACT: Undetermined.

BACKGROUND: The applicant, Ryan Companies US, is requesting approval of a Plat-of-Survey to allow for the transfer of ownership of the subject property. The transfer of ownership will allow for the development of a proposed 36,000 square foot retail building on the north end of the existing Lot 7 within the Jordan West development. Staff is currently reviewing the site plan for the proposed retail building. The lot created by the Plat of Survey will include the proposed building and the associated parking.

The Jordan West Specific Plan indicated intent for a multi-tenant building with 3 junior-box tenants each occupying 1/3 of the 100,000 square foot building. Once more details about the square footage needs of other tenants are known, the applicant will be required to complete a Preliminary and Final Plat to define each of the tenant spaces and create actual lots instead of plat-of-survey parcels. Staff recommends a condition of approval requiring the official subdivision of original Lot 7 via the Preliminary and Final Plat process prior to issuance of a building permit for the third tenant within the building.

CITY COUNCIL SUBCOMMITTEE: This request will be presented to the Development and Planning City Council Subcommittee at their meeting on November 28, 2016.

OUTSTANDING ISSUES: There are no outstanding issues. As indicated, the site plan for the development of the lot created by the Plat of Survey is currently in the City's development review and approval process.

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.

TOWN CENTER OVERLAY DISTRICT CONSISTENCY: The proposed site plan has been reviewed for consistency with the proposed Town Center Overlay District Guidelines. Based upon that review, a finding has been made that the proposed site plan is consistent with the Town Center Overlay District Guidelines in that the site plan is consistent with the overall objective and intents of the Town Center Overlay District Guidelines.

RECOMMENDATION: Based upon the preceding review and a finding of consistency with the goals and policies of the Comprehensive Plan and Town Center Overlay District, staff recommends the City Council approve the Plat-of-Survey to create a parcel for the transfer of ownership, subject to the applicant complying with all applicable City Code requirements and the following:

1. The applicant acknowledging that the official subdivision of original Lot 7 via the Preliminary and Final Plat process will need to be completed prior to issuance of a building permit, including footing and foundation permits for the third tenant's space within the building.

Lead Staff Member: Brian Portz

BP

Staff Reviews:

Department Director	JH
Appropriations/Finance	
Legal	
Agenda Acceptance	MS

PUBLICATION(S) (if applicable)

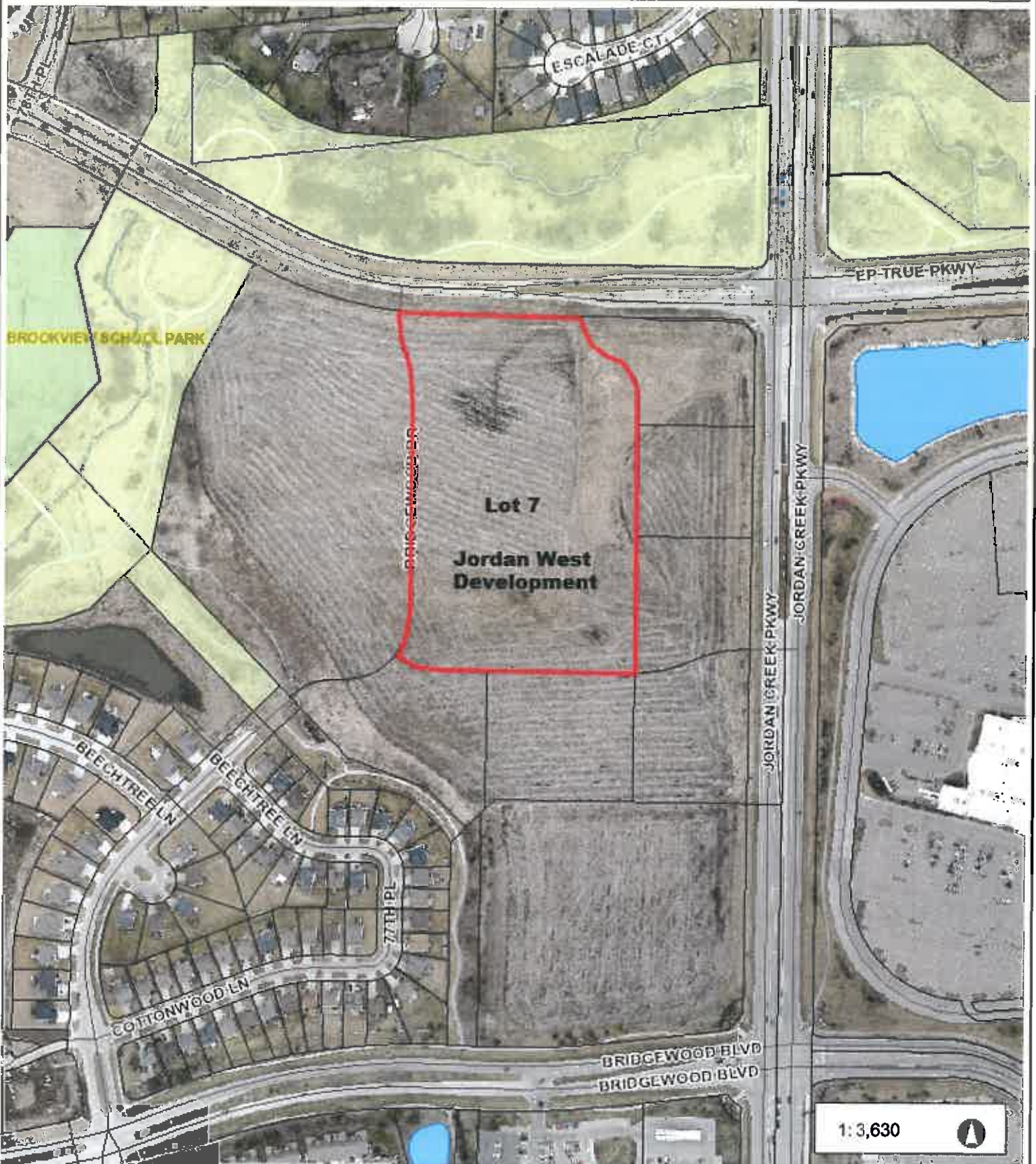
Published In	n/a
Date(s) Published	n/a
Letter sent to surrounding property owners	n/a

SUBCOMMITTEE REVIEW (if applicable)

Committee	Development & Planning		
Date Reviewed	November 28, 2016		
Recommendation	Yes <input 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



605.0 0 302.52 605.0 Feet

NAD_1983_StatePlane_Iowa_South_FIPS_1402_Feet
© City of West Des Moines, Iowa

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

THIS MAP IS NOT TO BE USED FOR NAVIGATION

PLAT OF SURVEY

PARCEL 17-132 OF LOT 7, JORDAN WEST PLAT 3
WEST DES MOINES, IOWA

COMPREHENSIVE PLAN LAND USE
SUPPORT COMMERCIAL

ZONING DISTRICT
JORDAN WEST SPECIFIC PLAN
(UNDERLYING ZONING DESIGNATION - SUPPORT COMMERCIAL)

FEMA FLOOD INSURANCE RATE MAP DESIGNATION
THE SUBJECT PROPERTY IS WITHIN ZONE 'X' FEMA FLOOD INSURANCE
RATE MAP NO. 190231 0007 C WITH EFFECTIVE DATE OF FEB. 16, 2006.

LEGAL DESCRIPTIONS:
ORIGINAL PROPERTY

LOT 7, JORDAN WEST PLAT 3, AN OFFICIAL PLAT RECORDED IN BOOK 2015, PAGE 13195 AT THE DALLAS COUNTY RECORDER'S OFFICE, CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA.

PARCEL 17-132

A PARCEL OF LAND IN LOT 7, JORDAN WEST PLAT 3, AN OFFICIAL PLAT RECORDED IN BOOK 2015, PAGE 13195 AT THE DALLAS COUNTY RECORDER'S OFFICE, CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA THAT IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NE CORNER OF SAID LOT 7; THENCE 500°00'07"W, 2.49 FEET ALONG THE EAST LINE OF SAID LOT 7 TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 100.00 FEET AND A CHORD BEARING S36°01'36"E, AN ARC LENGTH OF 125.76 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 100.00 FEET AND A CHORD BEARING S60°09'45"E, AN ARC LENGTH OF 41.51 FEET TO A POINT; THENCE S41°43'50"W, 62.90 FEET ALONG A RADIAL LINE TO THE PREVIOUSLY DESCRIBED CURVE TO A POINT; THENCE N89°59'53"W, 155.85 FEET TO A POINT; THENCE 500°00'07"W, 273.81 FEET TO A POINT; THENCE N90°00'00"W, 301.33 FEET TO A POINT ON THE WEST LINE OF SAID LOT 7; THENCE N00°00'00"E, 265.36 FEET ALONG SAID WEST LINE TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 150.00 FEET AND A CHORD BEARING N14°14'47"W, AN ARC LENGTH OF 74.59 FEET ALONG SAID WEST LINE TO A POINT OF REVERSE CURVATURE; THENCE NORTHERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 150.00 FEET AND A CHORD BEARING N11°07'30"W, AN ARC LENGTH OF 90.94 FEET ALONG SAID WEST LINE TO A POINT OF TANGENCY; THENCE N06°14'32"E, 19.92 FEET ALONG SAID WEST LINE TO THE NW CORNER OF SAID LOT 7, SAID NW CORNER ALSO BEING ON THE SOUTH RIGHT-OF-WAY LINE OF EP TRUE PARKWAY AS IT IS PRESENTLY ESTABLISHED; THENCE EASTERLY ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 960.00 FEET AND A CHORD BEARING S86°52'38"E, AN ARC LENGTH OF 104.57 FEET ALONG THE NORTH LINE OF SAID LOT 7 AND SAID SOUTH RIGHT-OF-WAY LINE TO A POINT OF TANGENCY; THENCE S89°59'53"E, 323.03 FEET ALONG SAID NORTH LINE AND SAID SOUTH RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING AND CONTAINING 3.65 ACRES MORE OR LESS, AND SUBJECT TO EASEMENTS AND AGREEMENTS OF RECORD.

CURVE DATA						
CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD	CH. BEARING
C1	72°03'27"	100.00'	125.76'	72.73'	117.64'	S36°01'36"E
C2	72°03'27"	100.00'	125.76'	72.73'	117.64'	N36°01'36"W
C3	23°47'09"	100.00'	41.51'	21.06'	41.22'	S60°09'45"E
C4	48°16'18"	100.00'	84.25'	44.81'	81.78'	S24°08'01"E
C5	28°29'33"	150.00'	74.59'	38.08'	73.83'	N14°14'47"W
C6	34°44'06"	150.00'	90.94'	46.91'	89.55'	N11°07'30"W
C7	6°14'28"	960.00'	104.57'	52.34'	104.52'	S86°52'38"E
C8	37°29'53"	150.00'	98.17'	50.92'	96.43'	N71°15'03"W
C9	38°10'40"	150.00'	99.95'	51.91'	98.11'	N19°05'20"E
C10	55°02'47"	150.00'	144.11'	78.16'	138.63'	S65°42'03"W
C11	11°06'43"	150.00'	29.09'	14.59'	29.05'	S05°33'22"E

M. & P.
M. & P.
M. & P.
M. & P.
M. & P.
M. & P.
M. & P.
M. & P.
M. & P.
M. & P.

LEGEND

- FOUND PROPERTY CORNER (CUT 'X' UNLESS OTHERWISE NOTED)
- SET PROPERTY CORNER (5/8" I.R. W/B BLUE CAP #18381 UNLESS OTHERWISE NOTED)
- — — — — PARCEL BOUNDARY LINES
- — — — — EXISTING PROPERTY LINES
- — — — — ORIGINAL PLATTED LOT LINES
- — — — — 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
- (TTT) ADDRESS

Civil Engineering Consultants, Inc.
2400 86th Street, Unit 12, Des Moines, Iowa, 50322
515.276.8884 · Fax: 515.276.7084 · mail@cecinc.com



DATE:	NOV. 18, 2016
DATE OF SURVEY:	NOV. 08, 2016
DESIGNED BY:	NOV. 08, 2016
DRAWN BY:	JAG

PLAT OF SURVEY
PARCEL 17-132 OF LOT 7, JORDAN WEST PLAT 3
WEST DES MOINES, IOWA

PLAT BY: JEFF SANDS AND BRANDY B. FRADO X 1100 NICHOLS & WILSON-BOGARDUS, L.L.C. DRAWING NO. 16101-16111. ANTICLAD PDF. ORIGINAL DOCUMENT ANTICLAD

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

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST DES MOINES APPROVING AND RELEASING THE JORDAN WEST PLAT 3, LOT 7 PLAT-OF-SURVEY (POS-003270-2016) FOR THE PURPOSE OF CREATING A PARCEL FOR THE TRANSFER OF OWNERSHIP

WHEREAS, pursuant to the provisions of Title 10, Subdivision Regulations and Title 9, Zoning, et seq, of the West Des Moines Municipal Code, the applicant, Ryan Companies US, has requested approval for a Plat-of-Survey (POS-003270-2016) to create a 3.65 acre parcel from the 10.05 ac property located at 350 Jordan Creek Parkway to allow for the transfer of ownership;

Legal Descriptions

A PARCEL OF LAND IN LOT 7, JORDAN WEST PLAT 3, AN OFFICIAL PLAT RECORDED IN BOOK 2015, PAGE 13195 AT THE DALLAS COUNTY RECORDER'S OFFICE, CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA THAT IS MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE NE CORNER OF SAID LOT 7; THENCE S00°00'07"W, 2.49 FEET ALONG THE EAST LINE OF SAID LOT 7 TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 100.00 FEET AND A CHORD BEARING S36°01'36"E, AN ARC LENGTH OF 125.76 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 100.00 FEET AND A CHORD BEARING S60°09'45"E, AN ARC LENGTH OF 41.51 FEET TO A POINT; THENCE S41°43'50"W, 62.90 FEET ALONG A RADIAL LINE TO THE PREVIOUSLY DESCRIBED CURVE TO A POINT; THENCE N89°59'53"W, 155.85 FEET TO A POINT; THENCE S00°00'07"W, 273.81 FEET TO A POINT; THENCE N90°00'00"W, 301.33 FEET TO A POINT ON THE WEST LINE OF SAID LOT 7; THENCE N00°00'00"E, 265.36 FEET ALONG SAID WEST LINE TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 150.00 FEET AND A CHORD BEARING N14°14'47"W, AN ARC LENGTH OF 74.59 FEET ALONG SAID WEST LINE TO A POINT OF REVERSE CURVATURE; THENCE NORTHERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 150.00 FEET AND A CHORD BEARING N11°07'30"W, AN ARC LENGTH OF 90.94 FEET ALONG SAID WEST LINE TO A POINT OF TANGENCY; THENCE N06°14'32"E, 19.92 FEET ALONG SAID WEST LINE TO THE NW CORNER OF SAID LOT 7, SAID NW CORNER ALSO BEING ON THE SOUTH RIGHT-OF-WAY LINE OF EP TRUE PARKWAY AS IT IS PRESENTLY ESTABLISHED; THENCE EASTERLY ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 960.00 FEET AND A CHORD BEARING S86°52'38"E, AN ARC LENGTH OF 104.57 FEET ALONG THE NORTH LINE OF SAID LOT 7 AND SAID SOUTH RIGHT-OF-WAY LINE TO A POINT OF TANGENCY; THENCE S89°59'53"E, 323.03 FEET ALONG SAID NORTH LINE AND SAID SOUTH RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING AND CONTAINING 3.65 ACRES MORE OR LESS, AND SUBJECT TO EASEMENTS AND AGREEMENTS OF RECORD.

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 November 28, 2016, this City Council held a duly-noticed meeting to consider the application for Plat-of-Survey (POS-003270-2016) and;

WHEREAS, the West Des Moines City Council adopted a resolution which approved the Plat-of-Survey at their meeting on November 28, 2016, subject to any conditions of approval, and;

WHEREAS, there are no public improvements required of this Plat-of-Survey; and;

WHEREAS, there are no new public easements being established with this Plat-of-Survey.

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 November 28, 2016, or as amended orally at the City Council meeting of November 28, 2016, are adopted.

SECTION 2. Plat-of-Survey, (POS-003270-2016) is approved, subject to compliance with all the conditions in the staff report, dated November 28, 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-003270-2016) 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 November 28, 2016 and Roll Call No. _____

C E R T I F I C A T E

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 November 28, 2016, among other proceedings, Roll Call No. _____ approved said plat on November 28, 2016, and released said Plat-of-Survey for recordation.

Ryan T. Jacobson
City Clerk

IN WITNESS WHEREOF, I have hereunto set my hand this 28th day of November, 2016.

Steve Gaer
Mayor

ATTEST:

Ryan T. Jacobson
City Clerk

**EXHIBIT A:
CONDITIONS OF APPROVAL**

1. The applicant acknowledging that the official subdivision of original Lot 7 via the Preliminary and Final Plat process will need to be completed prior to issuance of a building permit, including footing and foundation permits for the third tenant's space within the building.

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

DATE: November 28, 2016

ITEM:

Motion – Approval of Traffic Code Amendment
Official Traffic Controls
Jordan Creek Parkway and 850 feet south of EP True Parkway
First Reading

FINANCIAL IMPACT:

None.

SYNOPSIS:

Council action on this Traffic Code Amendment provides for the operation of traffic signals at the following intersection:

Jordan Creek Parkway and 850 feet south of EP True Parkway

BACKGROUND:

Traffic signals were part of the development agreement for the Jordan West development. The signal is located at the full access location on Jordan Creek Parkway between EP True Parkway and Bridgewood Boulevard located 850 feet south of EP True Parkway.




RECOMMENDATION:

City Council Approve:

- Motion approving First Reading of Ordinance

Lead Staff Member: Jim Dickinson, P.E. 

STAFF REVIEWS

Department Director	Bret Hodne, Public Works Director 
Appropriations/Finance	Tim Stiles, Finance Director
Legal	
Agenda Acceptance	

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Works		
Date Reviewed	November 7, 2016		
Recommendation	Yes	No	Split

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY CODE OF THE CITY OF WEST DES MOINES, IOWA, 2014, BY AMENDING PROVISION PERTAINING TO THE TRAFFIC CODE RELATING TO OFFICIAL TRAFFIC CONTROLS.

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

SECTION 1: TITLE 6 (MOTOR VEHICLE AND TRAFFIC), CHAPTER 9, SECTION 6-9-1: OFFICIAL TRAFFIC CONTROLS: is hereby amended by adding the paragraph as follows:

Adding Intersection of:

Jordan Creek Parkway and EP True Parkway, 850 feet south of

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.

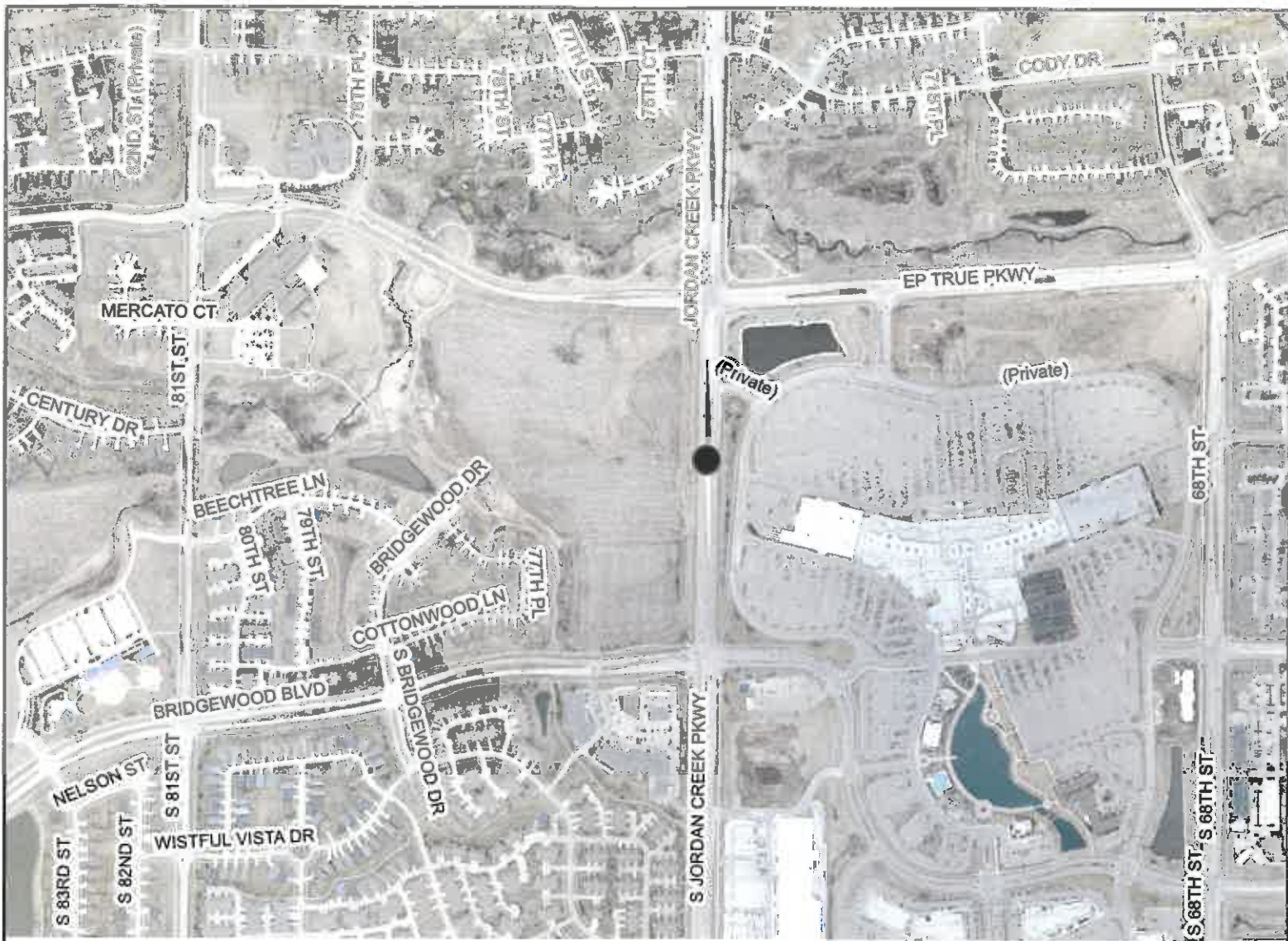
PASSED AND APPROVED this 28th day of November, 2016.

Steven K. Gaer, Mayor

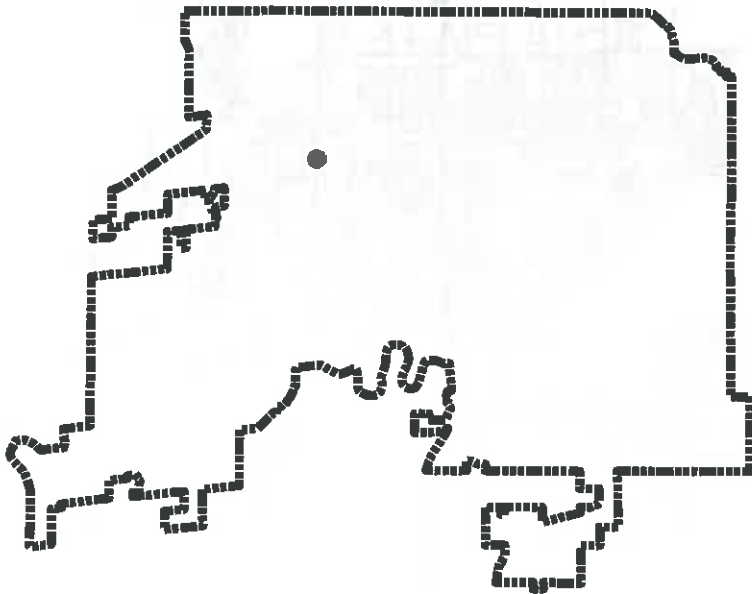
ATTEST:

Ryan T. Jacobson
City Clerk

Published in the Des Moines Register this _____ day of _____, 2016.



VICINITY MAP



LEGEND

PROJECT LOCATION ●



PROJECT:

300 Jordan Creek Parkway Traffic Signal

LOCATION:

300 Jordan Creek Parkway

DRAWN BY: REF

DATE: 11/04/2016

PROJECT: Jordan West

SHT. 1 of 1

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

Date: November 28, 2016

ITEM: Munro et. al., 2480, 2580, 2640, and 2720 SE 11th Street – Change the Zoning designation of part of the properties from Medium Density Residential (RM-8) to Single Family Residential Estate (RE-1A) – Margaret Munro - ZC-003278-2016

MOTION: Refer to Plan and Zoning Commission

FINANCIAL IMPACT: Undetermined.

BACKGROUND: The applicant, Margaret Munro, is requesting a rezoning for 2480, 2580, 2640, and 2720 SE 11th Street to change that part of the properties zoned Residential Medium Density (RM-8) to Single Family Residential Estate (RE-1A). This request includes properties immediately adjacent to the recently approved rezoning for Browns Woods Estate and for property to the south of Browns Woods Estates.

At this time the petitioner is requesting the City Council initiate the rezoning request and refer it to the Plan and Zoning Commission for their review and recommendation. The initiation of the rezoning request by the City Council does not indicate support or opposition to the rezoning request pending on this site. The initiation of the request responds to the due process rights of the petitioner.

RECOMMENDATION: Staff recommends initiation of the Rezoning Request and forwarding it to the Plan and Zoning Commission for their review and recommendation.

Lead Staff Member: Kara Tragesser, AICP

Staff Reviews:

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

PUBLICATION(S) (if applicable)

Published In	n/a
Date(s) Published	n/a
Letter sent to surrounding property owners	n/a

SUBCOMMITTEE REVIEW (if applicable)

Committee	n/a		
Date Reviewed	n/a		
Recommendation	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Split <input type="checkbox"/>

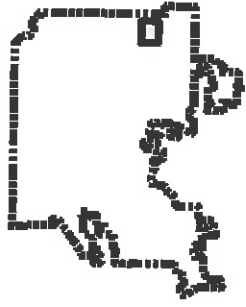
ATTACHMENTS:

Exhibit I

Location Map

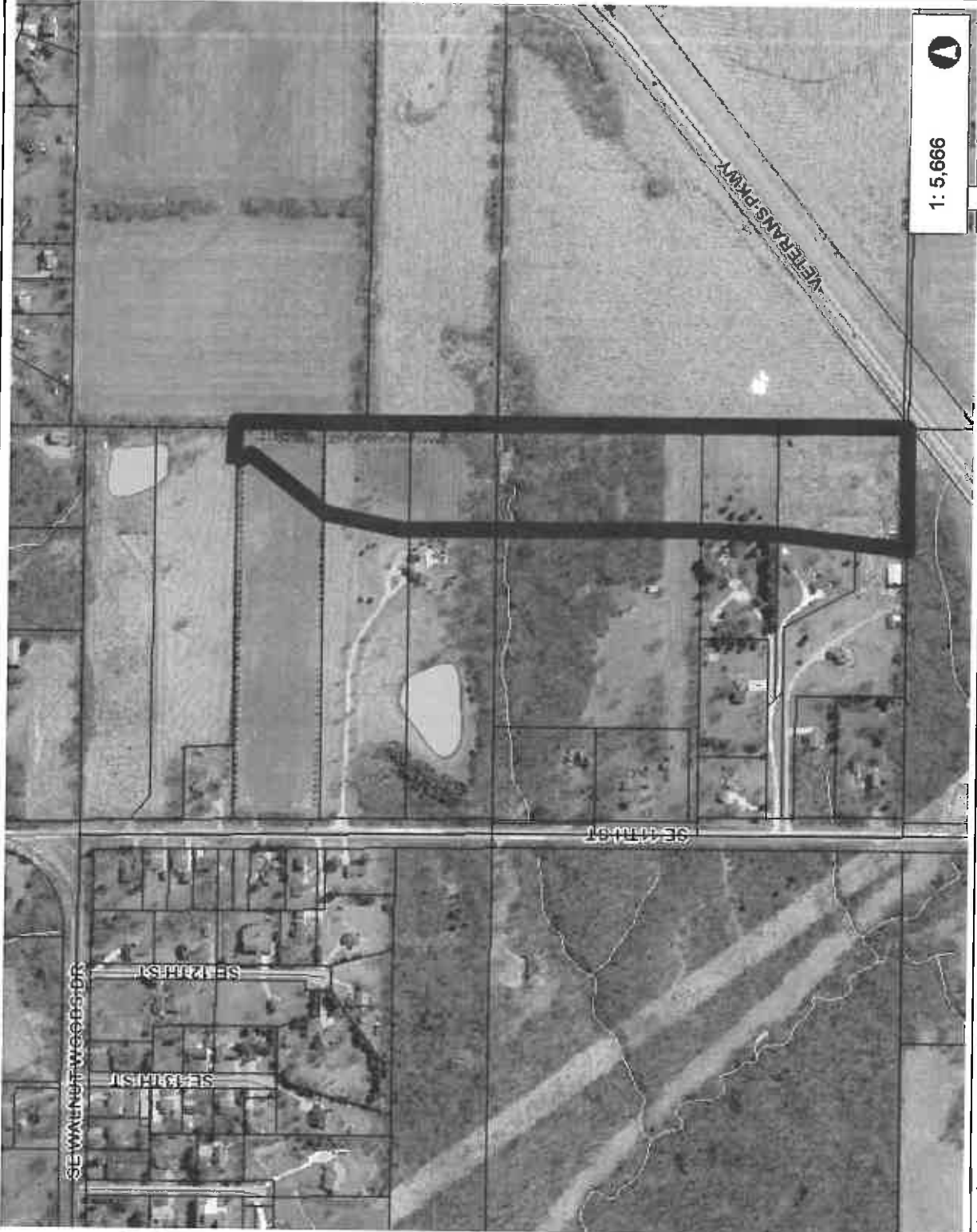


Rezoning SE 11th Street: Munro et al



Legend

Parcels



1: 5,666



944.4 0 472.18 944.4 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

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

DATE: November 28, 2016

ITEM: Etzel Properties Plat 2, Southwest corner of Mills Civic Parkway and 81st Street – Establish a Planned Unit Development (PUD) for commercial and office development – Robert F. Etzel Living Trust – CPA-003280-2016/ZC-003281-2016

MOTION: Refer to Plan and Zoning Commission

FINANCIAL IMPACT: Undetermined.

BACKGROUND: The applicant, Fareway Stores, Inc., in association with the property owner, Robert F. Etzel Living Trust, has submitted an application to establish a Planned Unit Development (PUD) for commercial and office development of the property located at the southwest corner of Mills Civic Parkway and 81st Street. Specifically, the request is to rezone the entire 39.2 acre property from “unzoned” to Etzel Properties Plat 2 PUD. The current plan for the property calls for retail development on the north 12.38 acres of the property adjacent to Mills Civic Parkway, including 4 acres immediately at the corner of S 81st St and Mill Civic Pkwy for a Fareway store, and office development on the remaining southern portions of the site. In conjunction with the rezoning request, a Comprehensive Plan Land Use Map Amendment is also being requested to change the north 12.38 acres from Office to Community Commercial.

At this time the petitioner is requesting that the City Council initiate the rezoning request and refer it to the Plan and Zoning Commission for their review and recommendation. The initiation of the rezoning request by the City Council does not indicate support or opposition to the rezoning request or the project pending on this site. The initiation of the request merely responds to the due process rights of the petitioner.

RECOMMENDATION: Staff recommends initiation of the rezoning request and forwarding it to the Plan and Zoning Commission for their review and recommendation.

Lead Staff Member: Brian Portz, Case Planner *BP*

STAFF REVIEWS:

Department Director	<i>JK</i>
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 31, 2016		
Recommendation	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Split <input type="checkbox"/>

ATTACHMENTS:

Exhibit I - Location Map

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

DATE: November 28, 2016

ITEM: Phenix, Northeast corner of 7th Street and Walnut Street – Establish a Planned Unit Development (PUD) for redevelopment of the former Phenix School site –City Initiated – CPA-003273-2016/ZC-003274-2016

MOTION: Refer to Plan and Zoning Commission

FINANCIAL IMPACT: Undetermined.

BACKGROUND: The City of West Des Moines Development Services Department request a rezoning of the former Phenix School site to establish a Planned Unit Development (PUD) to allow for redevelopment of that property located at the northeast corner of 7th Street and Walnut Street. Specifically, the request will rezone the entire property from “Single Family – Valley Junction” to “Phenix PUD”. The currently anticipated plan for the property calls for rehabilitation of the former school building to provide 17 multi-family dwelling units and development of the site not utilized by the multi-family project to provide 6-10 lots for traditional Valley Junction single family detached homes. The use of the former gymnasium within the former school building is still unknown at this point. In conjunction with the rezoning request, a Comprehensive Plan Land Use Map Amendment will also be brought forward to change that portion of the property intended to be owned by Community Housing Initiatives (CHI) from single family residential land use to medium density residential to allow for the redevelopment of the school building into multi-family housing.

At this time the petitioner is requesting that the City Council initiate the rezoning request and refer it to the Plan and Zoning Commission for their review and recommendation. The initiation of the rezoning request by the City Council does not indicate support or opposition to the rezoning request or the project pending on this site. The initiation of the request merely responds to the due process rights of the petitioner.

RECOMMENDATION: Staff recommends initiation of the rezoning request and forwarding it to the Plan and Zoning Commission for their review and recommendation.

Lead Staff Member: Brad Munford, Case Planner

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 31, 2016		
Recommendation	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Split <input type="checkbox"/>

ATTACHMENTS:

Exhibit I - Location Map



Phenix Location Map



435.7 0 217.86 435.7 Feet

NAD_1983_StatePlane_Iowa_South_FIPS_1402_Feet
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**CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION**

Date: November 28, 2016

ITEM: Mills Crossing, 5901 Mills Civic Parkway – Amend Mills Crossing Specific Plan to add acceptable site amenities for the development - Hurd Mills, LLC –ZCSP-003288-2016

MOTION: Refer to Plan and Zoning Commission

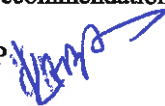
FINANCIAL IMPACT: Undetermined.

BACKGROUND: The applicant, Hurd Mills LLC., is requesting an amendment to the Mills Crossing Specific Plan to add to the Specific Plan pedestrian benches that will be acceptable within the development. The Mills Crossing Specific Plan ordinance was approved by the City Council in 2014. This is the first amendment.

At this time the petitioner is requesting the City Council initiate the rezoning request and refer it to the Plan and Zoning Commission for their review and recommendation. The initiation of the rezoning request by the City Council does not indicate support or opposition to the rezoning request pending on this site. The initiation of the request responds to the due process rights of the petitioner.

RECOMMENDATION: Staff recommends initiation of the Rezoning Request and forwarding it to the Plan and Zoning Commission for their review and recommendation.

Lead Staff Member: Kara Tragesser, AICP



Staff Reviews:

Department Director	
Appropriations/Finance	
Legal	
Agenda Acceptance	

PUBLICATION(S) (if applicable)

Published In	n/a
Date(s) Published	n/a
Letter sent to surrounding property owners	n/a

SUBCOMMITTEE REVIEW (if applicable)

Committee	n/a		
Date Reviewed	n/a		
Recommendation	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Split <input type="checkbox"/>

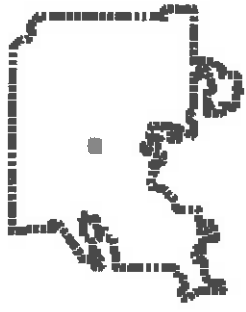
ATTACHMENTS:

Exhibit I

Location Map

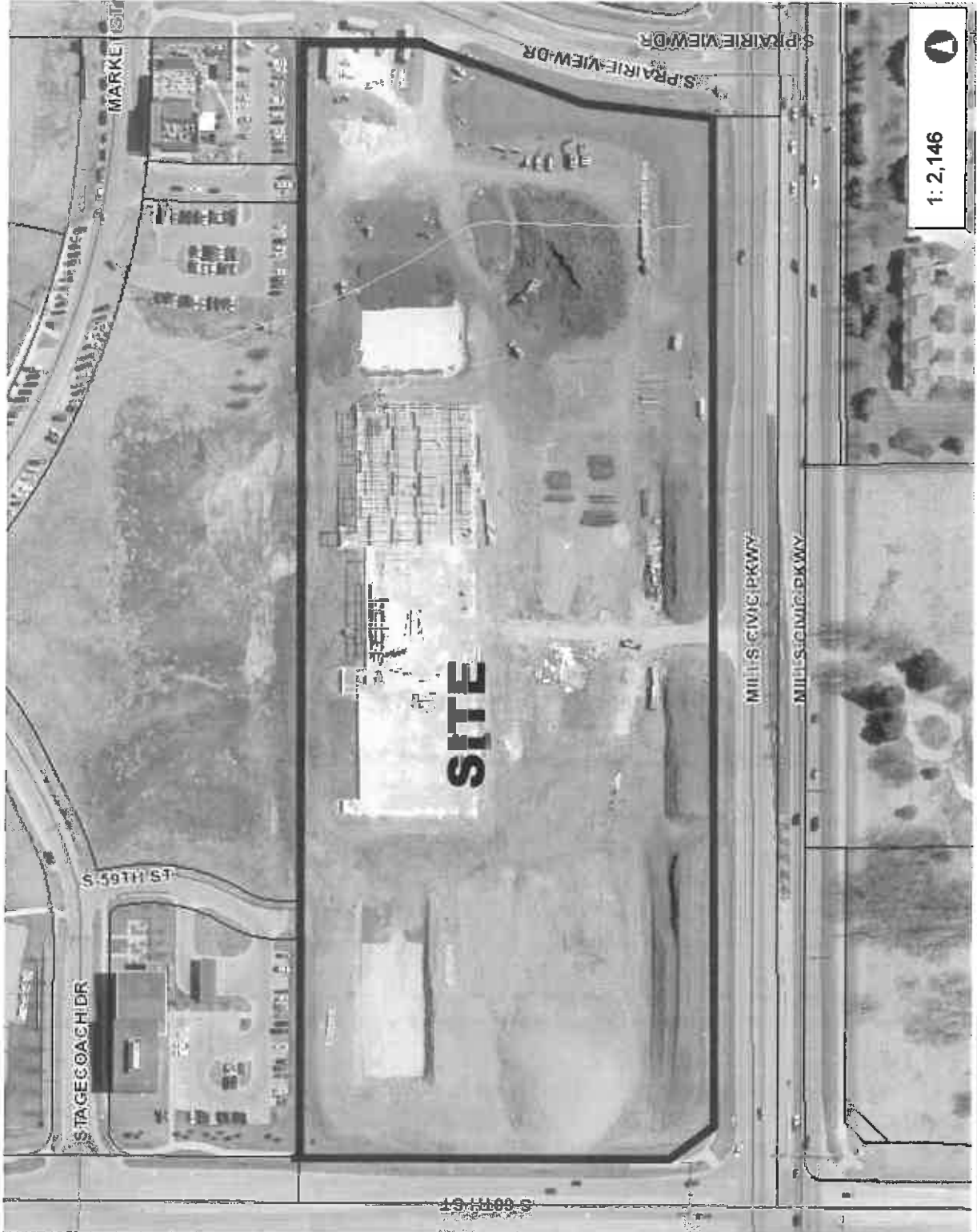


Mills Crossing 5901 Mills Civic Pkwy



Legend

- Parcels
- Parks
- Greenways



1: 2,146

357.7 Feet

178.86

0

357.7

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