

CITY OF WEST DES MOINES

COUNCIL AGENDA

date: January 9, 2017

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. Dallas County Bond Referendum - Chad Leonard, Dallas County Sherriff
4. **Consent Agenda**
 - a. Motion - Approval of Minutes of December 27, 2016 Meeting
 - b. Motion - Approval of Bill Lists
 - c. Motion - Approval of Liquor Licenses:
 1. Waterfront Seafood Market, Inc. d/b/a Waterfront Seafood Market, 2900 University Avenue - Class LC Liquor License with Sunday Sales and Catering Privileges - Renewal
 - d. Motion - Approval of Cigarette/Tobacco Permit
 - e. Motion - Approval of Professional Services Contracts:
 1. WestLAB Facilitation
 2. Process Improvement for Employee Relations
 3. Police Department Assessment
 - f. Resolution - Accept Work:
 1. 2016 HMA Resurfacing Program
 2. Pine Avenue Improvements
 3. Holiday Park Baseball Improvements, Phase 4A - Commons Area
 - g. Resolution - Approval of Professional Services Agreement - 318 5th Street Garage Remodel
5. **Old Business**
 - a. Redevelopment of Phenix Elementary Property, 415 7th Street - City Initiated
 1. Motion - Approval of Staff Recommendation

- b. Fox Valley, generally north of SE Fox Valley Drive and approx. 900 ft. west of SE Beaverbrook Trail - Amend the Comprehensive Plan Land Use Map Designation from Medium Density Residential to Single Family Residential and Rezone from Medium Density Residential to Single Family Residential - Charles I. and Ruth Colby National Development Trust
 - 1. Ordinance - Approval of Second, Third Readings and Final Adoption
- c. Public Safety Station 21 HVAC Improvements - City Initiated
 - 1. Resolution - Award Contract

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

- a. Project Osmium Public Infrastructure - City Initiated
 - 1. Resolution - Approval of Acquisition of Agricultural Property
- b. 2016-17 FY Operating and Capital Budget - Amendment #4 - City Initiated
 - 1. Resolution - Approval of Budget Amendment #4
- c. 2016 Intake Repair Program - City Initiated
 - 1. Resolution - Approval of Plans and Specifications
 - 2. Motion - Receive and File Report of Bids
 - 3. Resolution - Award Contract
- d. Valley View Aquatic Center and Holiday Park Aquatic Center Pool Improvements - City Initiated
 - 1. Resolution - Approval of Plans and Specifications
 - 2. Motion - Receive and File Report of Bids
 - 3. Resolution - Reject All Bids
- e. Quail Park Channel Repair - City Initiated
 - 1. Resolution - Approval of Plans and Specifications
 - 2. Motion - Receive and File Report of Bids
 - 3. Resolution - Award Contract

7. New Business

8. Receive, File and/or Refer

- a. Bridgewood, northwest corner of South Jordan Creek Parkway and Mills Civic Parkway - Amend the Planned Unit Development (PUD) to Remove Parcel I for Future Incorporation into a New Specific Plan - Hurd Real Estate Services (Refer to Plan and Zoning Commission)
- b. Quail Park Woods, 4101 Grand Avenue - Establish a Planned Unit Development (PUD) to Reduce Side Yard Setbacks and Enhance Architectural Standards - Neighborhood Builders (Refer to Plan and Zoning Commission)

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- c. Amendment to City Code - Title 9 (Zoning) - Establish Definitions, Regulations and Performance Standards for Vending Machines, Fuel Pumps and ATM's - City Initiated (Refer to Plan and Zoning Commission)

- d. Phenix Elementary Property, northeast corner of 7th Street and Walnut Street - Rezone the Property Per Direction of the City Council - City Initiated (Refer to Plan and Zoning Commission)

9. Other Matters

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

December 27, 2016

West Des Moines City Council Proceedings
Tuesday, December 27, 2016

Mayor Pro tem Jim Sandager opened the regularly scheduled meeting of the City Council of West Des Moines, Iowa, in the Council Chambers of the West Des Moines City Hall on Tuesday, December 27, 2016 at 5:30 PM. Council members present were: R. Messerschmidt, J. Mickelson, J. Sandager, and K. Trevillyan. Council member R. Trimble participated via telephone.

City Clerk Ryan Jacobson stated staff is recommending that Item 6(c) Osmium Annexation be continued to the January 23, 2017 meeting.

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

Vote 16-534: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

On Item 2. Public Forum

Nancy Forrest, 2299 152nd Street, Winterset, noted there are a number of development projects moving forward that will impact the Madison County area, and she requested that these developments projects would seek to have a regenerative impact on the environment, instead of an extractive impact.

On Item 3. Council/Manager/Other Entities Reports

Council member Trimble reported the Finance and Administration Subcommittee met and discussed a proposed economic development assistance grant for DelVoda.

Council member Mickelson reported he attended the grand opening of the new ice skating rink at Raccoon River Park, and he expressed appreciation to the Iowa Wild and Wells Fargo for their support of that project.

Council member Messerschmidt reported he attended a Cub Scout pack meeting at Fairmeadows Elementary School, at which he spoke about citizenship and leadership.

Council member Sandager reported that DelVoda, the organization being considered for an economic development assistance grant, is an Israeli firm that made a connection to the City through the Sister Cities Commission, and they are proposing to start a business accelerator program to recruit start-up companies.

December 27, 2016

On Item 4. Consent Agenda.

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

- a. Approval of Minutes of December 12, 2016 Meeting
- b. Approval of Bill Lists
- c. Approval of Liquor Licenses:
 - 1. 7 Stone, LLC d/b/a 7 Stone, 9350 University Avenue - Class BW Permit with Sunday Sales - Renewal
 - 2. Lakes Venture, LLC d/b/a Fresh Thyme Farmers Market, 2900 University Avenue, Suite E - Class BC Permit with Carryout Wine and Sunday Sales - Renewal
 - 3. Hy-Vee, Inc., d/b/a Hy-Vee Meeting Room, 1725 Jordan Creek Parkway, 2nd Floor Meeting Room - Class BW Permit with Sunday Sales - Renewal
 - 4. F & K Hagar, L.L.C. d/b/a Manhattan Grill, 1960 Grand Avenue, Suites 29-31 - Class LC Liquor License with Sunday Sales and Outdoor Service - Renewal
- d. Approval of 2016-2017 Committee/Liaison Assignments
- e. Approval of Special Assessment - Nuisance Abatement
- f. Accept Work - Valley View Park Basketball Courts
- g. Establish Consultation Meeting and Public Hearing - Amendment No. 2 to the Ashworth Corridor Urban Renewal Area
- h. Approval and Acceptance of Easements - Bridgewood Drive Vacation
- i. Approval of Resolution of Support - Greater Des Moines Water Trails and Greenways Plan
- j. Approval of Economic Development Assistance Grant - DeIVoda

Vote 16-535: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

On Item 5(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, initiated by Margaret Munro

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

Vote 16-536: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

The City Clerk read the preamble to the ordinance.

December 27, 2016

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

Vote 16-537: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

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

Vote 16-538: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

On Item 5(b) Mills Crossing, 5901 Mills Civic Parkway - Amend Specific Plan to Include Site Amenities, initiated by Hurd Mills, LLC

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

Vote 16-539: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

The City Clerk read the preamble to the ordinance.

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

Vote 16-540: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

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

Vote 16-541: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

On Item 5(c) Amendment to City Code - Title 7 (Public Ways and Property), Chapter 1 (Streets, Sidewalks, and Alleys), Section 8D (Official Street Name Map) - Change the Roadway Name of that approx. 2000 ft. Diagonal Section of Booneville Road Located approx. 250 ft. north of Grand Avenue to South 88th Street, initiated by the City of West Des Moines

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

December 27, 2016

Vote 16-542: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

The City Clerk read the preamble to the ordinance.

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

Vote 16-543: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

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

Vote 16-544: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

It was moved by Trevillyan, second by Messerschmidt to adopt Resolution - Approval of Address Changes.

Vote 16-545: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

On Item 5(d) Amendment to City Code - Title 7 (Public Ways and Property), Chapter 10 (Trees and Shrubs), Section 7 (General Standards) - Maintenance of City Owned Trees in City Right-of-Way, initiated by the City of West Des Moines

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

Vote 16-546: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

The City Clerk read the preamble to the ordinance.

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

Vote 16-547: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

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

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Vote 16-548: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

On Item 6(a) Mayor Pro tem Sandager indicated this was the time and place for a public hearing to consider Agreement for Private Development, initiated by Raccoon River Land Company, LLC (Continued from December 12, 2016). He asked for the date the notice was published and the City Clerk indicated the notice was published on November 25, 2016 in the Des Moines Register. Mayor Pro tem Sandager asked if any written comments had been received. The City Clerk stated none had been received.

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

It was moved by Mickelson, second by Trevillyan to adopt Resolution - Approval of Agreement.

Vote 16-549: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

On Item 6(b) Mayor Pro tem Sandager indicated this was the time and place for a public hearing to consider Fox Valley, generally north of SE Fox Valley Drive and approx. 900 ft. west of SE Beaverbrook Trail - Amend the Comprehensive Plan Land Use Map Designation from Medium Density Residential to Single Family Residential and Rezone from Medium Density Residential to Single Family Residential, initiated by Charles I. and Ruth Colby National Development Trust. He asked for the date the notice was published and the City Clerk indicated the notice was published on December 9, 2016 in the Des Moines Register. Mayor Pro tem Sandager asked if any written comments had been received. The City Clerk stated on a vote of 6-0, with one member absent, the Plan and Zoning Commission recommended City Council approval of the Comprehensive Plan Amendment and Rezoning Request.

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

It was moved by Trevillyan, second by Messerschmidt to adopt Resolution - Approval of Comprehensive Plan Amendment.

Vote 16-550: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

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

Vote 16-551: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

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The City Clerk read the preamble to the ordinance.

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

Vote 16-552: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

On Item 6(c) Osmium Annexation (approximately 350.62 acres) - Voluntary Annexation, initiated by the City of West Des Moines

It was moved by Trevillyan, second by Messerschmidt to adopt Motion - Continue Public Hearing to January 23, 2017.

Vote 16-553: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

On Item 6(d) Amendment to City Code - Title 7 (Public Ways and Property) and Title 9 (Zoning), Chapter 10 (Performance Standards) and Chapter 18 (Signs) - Adopt New Regulations for the Placement of Signs within the Corporate City Limits, initiated by the City of West Des Moines

It was moved by Trevillyan, second by Messerschmidt to adopt Motion - Continue Public Hearing Indefinitely.

Vote 16-554: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

On Item 6(e) Mayor Pro tem Sandager indicated this was the time and place for a public hearing to consider Grand Avenue West Segment 6F Sewer Extension, 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 December 16, 2016 in the Des Moines Register. Mayor Pro tem Sandager asked if any written comments had been received. The City Clerk stated none had been received.

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

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

Vote 16-555: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

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On Item 6(f) Mayor Pro tem Sandager indicated this was the time and place for a public hearing to consider Public Safety Station 21 HVAC Improvements, initiated by the City of West Des Moines. He asked for the date the notice was published and the City Clerk indicated the notice was published on December 16, 2016 in the Des Moines Register. Mayor Pro tem Sandager asked if any written comments had been received. The City Clerk stated none had been received.

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

It was moved by Messerschmidt, second by Trevillyan to adopt Resolution - Approval of Plans and Specifications, Motion to Receive and File Report of Bids, and Resolution - Defer Award of Contract to January 9, 2017.

Vote 16-556: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

On Item 7(a) Westport Preliminary Plat 1, 33346 V Court - Subdivide Property into 55 Lots for Single Family Development, Five Public Street Lots, and Four Outlots, initiated by Westport Development, LLC

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

Vote 16-557: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

On Item 7(b) Reed Warehouse, 1611 Fuller Road - Construction of a 5,940 sq. ft. Warehouse for Vehicle Storage, initiated by Kendall Reed

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

Vote 16-558: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

On Item 7(c) Deer Hunter's Run Plat 2, adjacent to 36862 Hunters Point Van Meter - Approval of a Plat of Survey to Divide Outlot Y into Two Parcels, initiated by NW 77 JV (Vista Real Estate)

It was moved by Messerschmidt, second by Trevillyan to adopt Resolution - Approval and Release of Plat of Survey, subject to the applicant complying with all applicable City Code

December 27, 2016

requirements.

Vote 16-559: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

On Item 8(a) Grand Valley, northeast corner of South 35th Street and Grand Avenue - Amend the Planned Unit Development (PUD) to Modify Parcel Boundaries - Russell Ver Ploeg - Referred to Plan and Zoning

On Item 8(b) West Des Moines Water Works - 2017 Budget - Received and Filed

On Item 9 - Other Matters: none

The meeting was adjourned at 5:57 p.m.

Respectfully submitted,

Ryan T. Jacobson, CMC
City Clerk

ATTEST:

Jim Sandager, Mayor Pro tem

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	1/9/2017		\$ 816,097.74
			Total \$ Amount
EFT Claims	1/9/2017		\$1,007,581.39
			Total \$ Amount
Control Pay	1/9/2017		\$ 151,625.73
			Total \$ Amount
End of Month			\$ 0.00
			Total \$ Amount
Off-Cycle Checks/EFT Claims			\$ 0.00
	Claim Listing Date		Total \$ Amount

Approved by the West Des Moines City Council this 9th day of January
2017

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: 01/09/2017

Type	Date	Number	Source	Payee Name	Transaction Amount
Bank Account: WB VENDOR DISB - WB Vendor Disbursement:					
Check	01/09/2017	302383	Accounts Payable	ADP SCREENING & SELECTION SVCS	181.16
Check	01/09/2017	302384	Accounts Payable	AHLERS & COONEY	9,163.00
Check	01/09/2017	302385	Accounts Payable	AIR CLEANING TECHNOLOGIES INC	996.00
Check	01/09/2017	302386	Accounts Payable	AMERICAN ABSTRACT & TITLE CO	425.00
Check	01/09/2017	302387	Accounts Payable	AMERICAN SECURITY CORP	1,438.71
Check	01/09/2017	302388	Accounts Payable	ANIXTER INC	26,233.60
Check	01/09/2017	302389	Accounts Payable	ARROW INTERNATIONAL INC	1,115.48
Check	01/09/2017	302390	Accounts Payable	AUREON NETWORK SERVICES	714.00
Check	01/09/2017	302391	Accounts Payable	BELLER DISTRIBUTING, LLC	361.60
Check	01/09/2017	302392	Accounts Payable	BOLTON & MENK INC	59,709.00
Check	01/09/2017	302393	Accounts Payable	BOUND TREE MEDICAL LLC	586.87
Check	01/09/2017	302394	Accounts Payable	BOYLE, BLAKE	220.00
Check	01/09/2017	302395	Accounts Payable	BREMICK, MARK	56.16
Check	01/09/2017	302396	Accounts Payable	BROCKWAY MECHANICAL & ROOFING	144.00
Check	01/09/2017	302397	Accounts Payable	BROWN WINICK PLC	1,237.50
Check	01/09/2017	302398	Accounts Payable	BULLSEYE TRUCKING	1,353.75
Check	01/09/2017	302399	Accounts Payable	CALHOUN-BURNS & ASSOCIATES INC	4,317.78
Check	01/09/2017	302400	Accounts Payable	CAPITOL CITY CONSTRUCTION CO	8,310.00
Check	01/09/2017	302401	Accounts Payable	CARPELL'S ACE HARDWARE	51.94
Check	01/09/2017	302402	Accounts Payable	CARPENTER UNIFORM CO	13,583.57
Check	01/09/2017	302403	Accounts Payable	CENTER FOR PUBLIC SAFETY EXCEL	1,410.00
Check	01/09/2017	302404	Accounts Payable	CENTERPOINT ENERGY SVCS RETAIL	3,679.16
Check	01/09/2017	302405	Accounts Payable	CENTRAL IOWA READY-MIX	840.00
Check	01/09/2017	302406	Accounts Payable	CHAD TORSTENSON EMS MEDIC	3,000.00
Check	01/09/2017	302407	Accounts Payable	CIMAGLIA, NICHOLAS	92.50
Check	01/09/2017	302408	Accounts Payable	CLIENTFIRST CONSULTING GROUP	1,050.00
Check	01/09/2017	302409	Accounts Payable	CLIVE POWER EQUIPMENT	559.45
Check	01/09/2017	302410	Accounts Payable	CONCRETE CONNECTION,LLC	9,096.25
Check	01/09/2017	302411	Accounts Payable	CONCRETE TECHNOLOGIES	43,759.87
Check	01/09/2017	302412	Accounts Payable	CONTRACTOR SALES & SERVICE	617.10
Check	01/09/2017	302413	Accounts Payable	COSTCO	98.36
Check	01/09/2017	302414	Accounts Payable	CUMMINS CENTRAL POWER LLC	797.61
Check	01/09/2017	302415	Accounts Payable	CURTIS COMMUNICATIONS INC	6,000.00
Check	01/09/2017	302416	Accounts Payable	DE LAGE LANDEN	431.69

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

Bank Account: WB VENDOR DISB - WB Vendor Disbursement
Batch Date: 01/09/2017

Type	Date	Number	Source	Payee Name	Transaction Amount
Check	01/09/2017	302417	Accounts Payable	DES MOINES AREA MPO	20,779.00
Check	01/09/2017	302418	Accounts Payable	DES MOINES IRON AND SUPPLY	60.35
Check	01/09/2017	302419	Accounts Payable	DOWLING, CONNIE	90.00
Check	01/09/2017	302420	Accounts Payable	EARL MAY SEED AND NURSERY	399.60
Check	01/09/2017	302421	Accounts Payable	ELECTRICAL ENGINEERING & EQUIP	5,434.24
Check	01/09/2017	302422	Accounts Payable	EMBARKIT INC	28.65
Check	01/09/2017	302423	Accounts Payable	EMSLRC	70.00
Check	01/09/2017	302424	Accounts Payable	EVIDENT INC	108.00
Check	01/09/2017	302425	Accounts Payable	FASTENAL COMPANY	671.20
Check	01/09/2017	302426	Accounts Payable	FOX, BRIAN	750.00
Check	01/09/2017	302427	Accounts Payable	GBA SYSTEMS INTEGRATORS LLC	16,875.50
Check	01/09/2017	302428	Accounts Payable	GOLDEN VALLEY SUPPLY OF IA	299.82
Check	01/09/2017	302429	Accounts Payable	GREATER DALLAS CO DEVELOPMENT	1,000.00
Check	01/09/2017	302430	Accounts Payable	HAHN, JENNIFER	400.00
Check	01/09/2017	302431	Accounts Payable	HAWKEYE TRUCK EQUIPMENT	9,903.40
Check	01/09/2017	302432	Accounts Payable	HENRIKSEN CONTRACTING, LLC	5,018.29
Check	01/09/2017	302433	Accounts Payable	HIGHLINE CORPORATION	250.00
Check	01/09/2017	302434	Accounts Payable	HOLLAND INC	50.00
Check	01/09/2017	302435	Accounts Payable	HOME DEPOT CREDIT SERVICES	167.54
Check	01/09/2017	302436	Accounts Payable	HP INC	793.40
Check	01/09/2017	302437	Accounts Payable	HY VEE INC	86.65
Check	01/09/2017	302438	Accounts Payable	I+S GROUP INC	4,653.50
Check	01/09/2017	302439	Accounts Payable	INCENTIVE SERVICES INC	1,244.08
Check	01/09/2017	302440	Accounts Payable	INSIGHT PUBLIC SECTOR	35.30
Check	01/09/2017	302441	Accounts Payable	IOWA ASSOCIATION OF BUILDING OFFICIALS	1,360.00
Check	01/09/2017	302442	Accounts Payable	IOWA BRIDGE & CULVERT LC	97,900.16
Check	01/09/2017	302443	Accounts Payable	IOWA CUBS SPORTS TURF MNGT	16,300.00
Check	01/09/2017	302444	Accounts Payable	IOWA DEPARTMENT OF TRANSPORTATION	573.30
Check	01/09/2017	302445	Accounts Payable	IOWA PRISON INDUSTRIES	4,508.25
Check	01/09/2017	302446	Accounts Payable	J PETTECORD INC	955.51
Check	01/09/2017	302447	Accounts Payable	JACOBS, CARRIE GRACE	115.00
Check	01/09/2017	302448	Accounts Payable	JACOBSEN AUTO BODY	1,411.24
Check	01/09/2017	302449	Accounts Payable	JORDAN CREEK CAR WASH	32.50
Check	01/09/2017	302450	Accounts Payable	KABEL BUSINESS SERVICES	769.50

City of West Des Moines City Council Report

Bank Account: WB VENDOR DISB - WB Vendor Disbursement
Batch Date: 01/09/2017

Type	Date	Number	Source	Payee Name	Transaction Amount
Check	01/09/2017	302451	Accounts Payable	KLIWOWSKI, JARED	130.00
Check	01/09/2017	302452	Accounts Payable	KUM & GO LC	300.00
Check	01/09/2017	302453	Accounts Payable	LEXISNEXIS RISK SOLUTIONS	182.00
Check	01/09/2017	302454	Accounts Payable	LOWE'S HOME CENTER, INC.	1,268.90
Check	01/09/2017	302455	Accounts Payable	LT LEON ASSOCIATES, INC.	905.00
Check	01/09/2017	302456	Accounts Payable	M&M COMMERCIAL CLEANING	1,080.00
Check	01/09/2017	302457	Accounts Payable	MAC'S LIFT GATE INC	365.00
Check	01/09/2017	302458	Accounts Payable	MEDIACOM	11.47
Check	01/09/2017	302459	Accounts Payable	MERCEDES-BENZ OF DES MOINES	1,410.26
Check	01/09/2017	302460	Accounts Payable	MIDAMERICAN ENERGY	114,807.65
Check	01/09/2017	302461	Accounts Payable	MIDAMERICAN-DM-WDM TL	28.00
Check	01/09/2017	302462	Accounts Payable	MIDAMERICAN-CLIVE-WDM TL	561.20
Check	01/09/2017	302463	Accounts Payable	MIDAMERICAN-WDM-WAUKEE TL	122.61
Check	01/09/2017	302464	Accounts Payable	MILES CAPITAL	4,504.04
Check	01/09/2017	302465	Accounts Payable	NESTINGEN INC	35,380.00
Check	01/09/2017	302466	Accounts Payable	NINTH BRAIN SUITE LLC	543.00
Check	01/09/2017	302467	Accounts Payable	NORTH AMERICAN RESCUE, INC.	361.10
Check	01/09/2017	302468	Accounts Payable	NORTHERN TOOL & EQUIPMENT	36.97
Check	01/09/2017	302469	Accounts Payable	OLSSON ASSOCIATES	3,526.75
Check	01/09/2017	302470	Accounts Payable	PALMER GROUP	8,246.88
Check	01/09/2017	302471	Accounts Payable	PARKING LOT SPECIALTIES LLC	1,612.50
Check	01/09/2017	302472	Accounts Payable	PATTON, KOURTNEY	75.00
Check	01/09/2017	302473	Accounts Payable	PEOPLE'S ABSTRACT COMPANY	400.00
Check	01/09/2017	302474	Accounts Payable	PLUMB SUPPLY CO	97.55
Check	01/09/2017	302475	Accounts Payable	POLK COUNTY AUDITOR	16,250.00
Check	01/09/2017	302476	Accounts Payable	POWER DMS INC	4,561.50
Check	01/09/2017	302477	Accounts Payable	RESERVE ACCOUNT	4,000.00
Check	01/09/2017	302478	Accounts Payable	RHINE GROUP FIREARMS	1,186.00
Check	01/09/2017	302479	Accounts Payable	ROTO-ROOTER CORP	110.00
Check	01/09/2017	302480	Accounts Payable	SCHULING HITCH CO INC	179.97
Check	01/09/2017	302481	Accounts Payable	SECURITY EQUIPMENT INC	15,636.40
Check	01/09/2017	302482	Accounts Payable	SIEMENS INDUSTRY INC	346.76
Check	01/09/2017	302483	Accounts Payable	SIMPLEX GRINNELL	1,001.00
Check	01/09/2017	302484	Accounts Payable	SKOLD DOOR & FLOOR CO.	552.00
Check	01/09/2017	302485	Accounts Payable	SNAP-ON TOOLS	20.70

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

Bank Account: WB VENDOR DISB - WB Vendor Disbursement
Batch Date: 01/09/2017

Type	Date	Number	Source	Payee Name	Transaction Amount
Check	01/09/2017	302486	Accounts Payable	SPECIALTY GRAPHICS INC	389.00
Check	01/09/2017	302487	Accounts Payable	TENCO INC	3,789.25
Check	01/09/2017	302488	Accounts Payable	THE UPS STORE	11.55
Check	01/09/2017	302489	Accounts Payable	TJM PROMOS INC	506.00
Check	01/09/2017	302490	Accounts Payable	TRUE VALUE & V&S VARIETY STORE	183.28
Check	01/09/2017	302491	Accounts Payable	ULTRAMAX	8,462.40
Check	01/09/2017	302492	Accounts Payable	VAUDT MD, CORY	1,000.00
Check	01/09/2017	302493	Accounts Payable	VEENSTRA & KIMM INC	25,892.33
Check	01/09/2017	302494	Accounts Payable	VERIZON WIRELESS	6,999.18
Check	01/09/2017	302495	Accounts Payable	VERMEER	3,248.00
Check	01/09/2017	302496	Accounts Payable	VISION SERVICE PLAN	403.76
Check	01/09/2017	302497	Accounts Payable	WEST DES MOINES COMM SCHOOLS	19.80
Check	01/09/2017	302498	Accounts Payable	WEX BANK	1,009.89
Check	01/09/2017	302499	Accounts Payable	XEROX LITIGATION SERVICES	500.00
Check	01/09/2017	302500	Accounts Payable	ZIEGLER INC	146,665.28
Check	01/09/2017	302501	Accounts Payable	POLK COUNTY RECORDER	582.00
Check	01/09/2017	302502	Accounts Payable	ESTLUND, TJ	105.97
Check	01/09/2017	302503	Accounts Payable	HARTPENCE, LAWRENCE	29.16
Check	01/09/2017	302504	Accounts Payable	HEADLEY, NATHAN	153.00
Check	01/09/2017	302505	Accounts Payable	IMSA - PUBLIC SAFETY	680.00
Check	01/09/2017	302506	Accounts Payable	IOWA DEPARTMENT OF NATURAL RESOURCES	260.00
Check	01/09/2017	302507	Accounts Payable	MARK OSMANSON	250.00
Check	01/09/2017	302508	Accounts Payable	PALMER, BRIAN	116.59
Check	01/09/2017	302509	Accounts Payable	REX, DOUG	151.00
Check	01/09/2017	302510	Accounts Payable	SCHLICKBERND, JASON	100.00
Check	01/09/2017	302511	Accounts Payable	SHOWTIME ENTERTAINMENT	75.00
EFT	01/09/2017	415	Accounts Payable	A TECH INC	2,807.00
EFT	01/09/2017	416	Accounts Payable	ARNOLD MOTOR SUPPLY,LLP	1,148.06
EFT	01/09/2017	417	Accounts Payable	BAUER BUILT	2,710.56
EFT	01/09/2017	418	Accounts Payable	BRAVO GREATER DES MOINES	328,288.20
EFT	01/09/2017	419	Accounts Payable	CLAUDIA HENNING	6,685.00
EFT	01/09/2017	420	Accounts Payable	DESIGN ALLIANCE INC	5,512.98
EFT	01/09/2017	421	Accounts Payable	EXCEL MECHANICAL INC	8,495.23
EFT	01/09/2017	422	Accounts Payable	FINESTEAD ENTERPRISES LLC	838.55

City of West Des Moines City Council Report

Bank Account: WB VENDOR DISB - WB Vendor Disbursement
Batch Date: 01/09/2017

Type	Date	Number Source	Payee Name	Transaction Amount
EFT	01/09/2017	423	Accounts Payable	230,288.09
EFT	01/09/2017	424	Accounts Payable	344,538.20
EFT	01/09/2017	425	Accounts Payable	18,898.19
EFT	01/09/2017	426	Accounts Payable	2,073.37
EFT	01/09/2017	427	Accounts Payable	9,207.44
EFT	01/09/2017	428	Accounts Payable	998.89
EFT	01/09/2017	429	Accounts Payable	381.96
EFT	01/09/2017	430	Accounts Payable	501.75
EFT	01/09/2017	431	Accounts Payable	17,659.54
EFT	01/09/2017	432	Accounts Payable	685.90
EFT	01/09/2017	433	Accounts Payable	1,288.00
EFT	01/09/2017	434	Accounts Payable	13,126.61
EFT	01/09/2017	435	Accounts Payable	81.34
EFT	01/09/2017	436	Accounts Payable	9,220.00
EFT	01/09/2017	437	Accounts Payable	62.20
EFT	01/09/2017	438	Accounts Payable	2,084.33
WB VENDOR DISB WB Vendor Disbursement Totals:				<u>\$1,823,679.13</u>

Checks: 129 \$816,097.74
EFTs: 24 \$1,007,581.39

Transactions: 153

City of West Des Moines City Council Report

Bank Account: WB CONTROLPAY - WB ControlPay
Batch Date: 01/09/2017

Type	Date	Number Source	Payee Name	Transaction Amount
Bank Account: WB CONTROLPAY - WB ControlPay				
EFT	01/09/2017	707	ABC ELECTRICAL CONTRACTORS	3,950.21
EFT	01/09/2017	708	AMERICAN FENCE	216.00
EFT	01/09/2017	709	ARAMARK UNIFORM SERVICES	345.12
EFT	01/09/2017	710	CAPITAL SANITARY SUPPLY CO INC	138.52
EFT	01/09/2017	711	CENTURYLINK	5,748.74
EFT	01/09/2017	712	COMPASS PROFESSIONAL HEALTH	10,410.00
EFT	01/09/2017	713	COMPETITIVE EDGE	1,631.90
EFT	01/09/2017	714	DES MOINES REGISTER MEDIA	2,824.19
EFT	01/09/2017	715	EIDE BALLY LLP	35,000.00
EFT	01/09/2017	716	ELECTRONIC ENGINEERING	339.95
EFT	01/09/2017	717	FELD FIRE	704.18
EFT	01/09/2017	718	FREEDOM TIRE	316.48
EFT	01/09/2017	719	G&L CLOTHING	1,261.87
EFT	01/09/2017	720	GALETON GLOVES	236.15
EFT	01/09/2017	721	GALLS LLC	220.54
EFT	01/09/2017	722	HEALTH CARE LOGISTICS INC	308.76
EFT	01/09/2017	723	HOWARD R. GREEN CO.	24,884.00
EFT	01/09/2017	724	IMAGETEK INC	7,871.25
EFT	01/09/2017	725	INTERSTATE ALL BATTERY CENTER	7,685.52
EFT	01/09/2017	726	JOHNSTONE SUPPLY	14.87
EFT	01/09/2017	727	MENARDS	511.10
EFT	01/09/2017	728	METRO WASTE AUTHORITY	315.26
EFT	01/09/2017	729	NORTHLAND PRODUCTS	1,547.50
EFT	01/09/2017	730	O'HALLORAN INTERNATIONAL INC	5,381.02
EFT	01/09/2017	731	O'KEEFE ELEVATOR COMPANY INC	218.75
EFT	01/09/2017	732	O'REILLY AUTOMOTIVE INC	132.21
EFT	01/09/2017	733	OMNISITE	2,208.00
EFT	01/09/2017	734	PAY-LESS OFFICE PRODUCTS INC	2,765.50
EFT	01/09/2017	735	PRAXA:R	1,776.36
EFT	01/09/2017	736	RELIABLE PROPERTY SERVICES	6,361.00
EFT	01/09/2017	737	SHOTTENKIRK CHEVROLET	64.59
EFT	01/09/2017	738	SNYDER & ASSOCIATES	5,521.24
EFT	01/09/2017	739	SPRAYER SPECIALTIES INC	2,878.31
EFT	01/09/2017	740	STEW HANSEN'S DODGE CITY, INC	102.21

City of West Des Moines
City Council Report
 Bank Account: WB CONTROLPAY - WB ControlPay
 Batch Date: 01/09/2017

Type	Date	Number	Source	Payee Name	Transaction Amount
EFT	01/09/2017	741	Accounts Payable	STIVERS FORD (CONTROL PAY)	3,443.24
EFT	01/09/2017	742	Accounts Payable	STRYKER SALES CORPORATION	425.12
EFT	01/09/2017	743	Accounts Payable	TEAM SERVICES	8,744.31
EFT	01/09/2017	744	Accounts Payable	TOMPkins INDUSTRIES	175.56
EFT	01/09/2017	745	Accounts Payable	VAISALA INC	990.00
EFT	01/09/2017	746	Accounts Payable	WORLDPOINT ECC INC	146.30
EFT	01/09/2017	747	Accounts Payable	ZOLL MEDICAL	3,809.90
WB CONTROLPAY WB ControlPay Totals:					
EFTs:		41		Transactions: 41	\$151,625.73

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

ITEM: Approval of Liquor Licenses

DATE: January 9, 2017

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. Waterfront Seafood Market, Inc. d/b/a Waterfront Seafood Market, 2900 University Avenue - Class LC Liquor License with Sunday Sales and Catering Privileges - Renewal

OUTSTANDING ISSUES (if any): None

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

Lead Staff Member: Ryan T. Jacobson, City Clerk

STAFF REVIEWS

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

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

ITEM: Approval of Cigarette/Tobacco Licenses

DATE: January 9, 2017

FINANCIAL IMPACT: None

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


1. Kiss My Grits, LLC, d/b/a Cabaret, 560 South Prairie View Drive, Suite 105

OUTSTANDING ISSUES (if any): None

RECOMMENDATION: Motion to approve the issuance of cigarette permits 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	Tim Stiles, Finance Director
Legal	
Agenda Acceptance	

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	
Date Reviewed	

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

**ITEM: Professional Services Agreement,
Iowa Institute, Dave Lyons**

DATE: 1/9/2017

FINANCIAL IMPACT: \$8,000

Staff Development, In-State: 100.600.610.5200.210

BACKGROUND: Recommended from our 2036 Plan, WestLAB is the West Des Moines Leadership Advisory Board, facilitated by Dave Lyons with Iowa Institute. Dave will also assist with the facilitation discussion for Quality of Life Council. While staff will continue to implement policy recommendations generated by these groups, and city council will maintain ultimate authority over this implementation, Dave serves as the neutral third party to communicate with our volunteer committee participants who generate the community feedback.

OUTSTANDING ISSUES (if any): None.

RECOMMENDATION: Approval of Iowa Institute, Dave Lyons agreement.

Lead Staff Member: Jamie Letzring, Deputy City Manager

STAFF REVIEWS

Department Director	
Appropriations/Finance	JB
Legal	JBW
Agenda Acceptance	RN

PUBLICATION(S) (if applicable)

Published In	N/A
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	N/A		
Date Reviewed			
Recommendation	Yes	No	

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF WEST DES MOINES
AND DAVID LYONS**

This Agreement is made and entered into this _____ day of _____, 20__, by and between the **City of West Des Moines, Iowa**, a municipal corporation, hereinafter referred to as “City”, and **David Lyons**, with principal offices at 5804 Pleasant Drive, Des Moines, IA 50312, hereinafter referred to as “Consultant,” as follows:

1. CONSULTANT SHALL PERFORM THE FOLLOWING WORK, PERSONAL SERVICES, AND/OR FURNISH THE NECESSARY EQUIPMENT, SUPPLIES, OR MATERIALS TO THE CITY OF WEST DES MOINES IN CONNECTION WITH THE WEST DES MOINES ACTION PLAN SUPPORTING WDM 2036:

SCOPE OF SERVICES

Consultant shall provide products and/or services as detailed in the attached “Exhibit 1”, identified as the “Scope of Services” and within such additional Exhibits as may be mutually agreed between the parties.

SCHEDULE

The schedule of the work to be performed shall conform to the schedule set forth in the attached “Exhibit 1”, and within such additional Exhibits as may be mutually agreed between the parties.

COMPENSATION

The compensation for the work to be performed shall conform to the compensation set forth in the attached “Exhibit 1”, and within such additional Exhibits as may be mutually agreed between the parties.

In consideration of the services, work, equipment, supplies, or materials provided herein, the City agrees to pay Consultant, including any authorized reimbursable expenses, pursuant to the terms of “Exhibit 1”.

Final payment shall be due and payable within thirty (30) days of the City’s acceptance of Consultant’s final report submitted in accordance with this Agreement.

In consideration of said payments, Consultant agrees to perform all services, work, and/or provide all materials, supplies, and equipment, and to carry out the provisions of the Agreement in a good and workmanlike manner and to the satisfaction of the City. If the performance of this Agreement involves the services of others or the furnishing of equipment, supplies, or materials, Consultant agrees to pay for the same in full and at the time of payment by the City, to certify in writing to the City that said payments have been so made.

2. **INSURANCE.** 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.
3. **TERM OF CONTRACT.** Unless earlier terminated under this Agreement, or otherwise mutually agreed by the parties, the term of this Agreement shall commence upon execution by the parties and shall be completed on or before the ___ day of _____, 20__.
4. **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 Pkwy
City, State: West Des Moines, IA 50265-0320

FOR THE CONSULTANT:

Name: David Lyons
Address: 5804 Pleasant Drive
City, State: Des Moines, IA 50312

5. **GENERAL COMPLIANCE.** In the conduct of the services/work or the supplies, equipment, or materials contemplated hereunder, Consultant shall comply with applicable federal, state, 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.
6. **STANDARD OF CARE.** Services provided by 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.
7. **INDEPENDENT CONSULTANT.** Consultant understands and agrees that Consultant and Consultant's employees, agents, servants, or other personnel 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 any of Consultant's employees, agents, servants, or other personnel performing the services or work or supplying equipment or materials specified herein, whether it be of a direct or indirect nature. Further in that regard, it is expressly understood and agreed that for such purposes neither Consultant nor Consultant's employees, agents, servants, or other personnel shall be entitled to any City payroll, insurance, unemployment, worker's compensation, retirement, or any other benefits whatsoever.
8. **NON-DISCRIMINATION.** Consultant will not discriminate against any employee or applicant for employment because of race, color, sex, national origin, religion, age, handicap, or veteran status. Consultant will take affirmative action where appropriate or required to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, sex, national origin, religion, age, handicap, or veteran status.
10. **HOLD HARMLESS AND INDEMNIFICATION.** Consultant agrees to indemnify and hold harmless the City, its officers, agents, and employees from any and all claims, settlements, and judgments, including all reasonable investigative fees, attorney's fees, and court costs for any damage or loss, which is due to or arises in whole or in part from the services/work performed under this Agreement, a breach of this Agreement, or any omission or negligence arising out of performance or non-performance of this Agreement.
11. **ASSIGNMENT.** Consultant shall not assign or otherwise transfer this Agreement or any rights or obligations therein without first receiving prior written consent of the City.
12. **AUTHORIZED AMENDMENTS TO AGREEMENT.**
 - A. Consultant and the City agree and acknowledge as a part of this Agreement, that no amendments to this Agreement, or other form or order or directive, may be issued by the City which requires additional compensable work to be performed, which work causes the aggregate amount payable under the Agreement to exceed the amount appropriated for this Agreement as listed above, unless the Consultant has been given a written assurance by the City that lawful appropriations to cover the costs of the additional work have been made.
 - B. Consultant and the City further agree and acknowledge as a part of this Agreement that no Agreement amendments, or other form or 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 Consultant shall not be entitled to any additional compensation for any additional compensable work performed under this Agreement, and expressly waives any rights to additional

compensation, whether by law or equity, unless prior to commencing the additional work, Consultant was given a written amendment describing the additional compensable work to be performed, and setting forth the amount of compensation to be paid, which amendment was 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 to this Agreement.

13. **CONTRACT 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 contract. The laws of the State of Iowa shall govern this Agreement. This is a completely integrated agreement and contains the entire agreement of the parties, and any prior written or oral agreements which are different from the norms, conditions, and provisions of the Agreement shall be of no effect and shall not be binding upon either party. Any judicial action under the terms of this Agreement shall be exclusively in the District Court for Polk County, Iowa.
14. **SUSPENSION AND TERMINATION OF AGREEMENT.**
 - A. The City reserves the right to suspend this Agreement at any time. Such suspension takes effect when the City gives written notice to 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.
 - B. Upon ten (10) days written notice to 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, 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 Consultant has breached or violated any term or condition of this Agreement. In the event of a breach or violation by Consultant, the City may give ten (10) days written notice to Consultant of the City's intent to terminate the Agreement. Consultant may be given ten (10) days from the date of notification to remedy the breach or default.
 - D. This Agreement may also be terminated at any time with or without cause by the mutual agreement of the parties.
15. **TAXES.** Consultant shall pay all applicable taxes required to be paid for the services/work covered by this Agreement. The City is a municipal corporation and, therefore, not subject to state and local tax, use tax, or federal excise taxes.
16. **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.
17. **MISCELLANEOUS HEADINGS.** Titles to articles, paragraphs, and subparagraphs are for information purposes only and shall not be considered a substantive part of this Agreement.
18. **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.
19. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall constitute an original, 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.

DAVID LYONS

CITY OF WEST DES MOINES

By: _____
Name _____
Title _____

By: _____
Name _____
Title _____

WITNESS:

ATTEST:

By: _____
Name _____
Title _____

By: _____
Name: _____
Title: _____

Exhibit 1

SCOPE OF SERVICES

This Scope of Services is made pursuant to a Professional Services Agreement ("Agreement") between the City of West Des Moines and David Lyons. The Agreement was signed on _____. This Scope of Services incorporates all terms and provisions of the Agreement.

Start Date – Consultant is to begin providing the consulting services: (choose only one)

immediately after this Scope of Services is signed by both parties

on the following date: _____

other (such as occurrence of an event): _____

This Scope of Services will: (choose only one)

have an Initial Term of 6 months

have an Initial Term ending on the following date: _____

terminate on completion of all tasks and final acceptance or non-acceptance of all Deliverables described in this Scope of Services

Consulting services will be performed at: (indicate ALL that apply)

Client's premises in West Des Moines

Client's premises in _____

Consultant's premises in Des Moines _____

Other locations to be determined by client

Check here if Client will pay travel, meal, lodging, communications, photocopies and other reasonable expenses. Only as pre-approved by Client.

Check here if Consultant is to provide progress reports every month.

If this Statement of Work is connected with a specific Client project, state name of project: **West Des Moines 2036**

Project Coordinators:

Each Party designates one of its employees to serve as the other party's primary point of contact for new or unresolved questions/issues relating to this Scope of Services. Either party may change its designated project coordinator, but shall promptly inform the other party of the change.

Client designates: Jamie Letzring

Consultant designates: David Lyons

Brief overview of the engagement:

Consultant is to assist client leadership in the implementation of *West Des Moines Action Plan Supporting WDM 2036*, and specifically to facilitate and coordinate the formation, meetings and work products of:

- West Des Moines Leadership Advisory Board (WestLAB)
- West Des Moines Quality of Life Council

Schedule, Tasks and Deliverables:

Over the period of this scope of services, deliverables include at a minimum (1) successful initial formation and meetings of advisory organizations formed pursuant to the *West Des Moines Action Plan Supporting WDM 2036*; (2) creation of processes and work products capable of providing City leadership with near-term direction, mid-term advice/input and long-term planning on issues identified by City leadership; (3) creation of additional public/private collaborations deemed appropriate to further the vision and mission of to the *West Des Moines Action Plan Supporting WDM 2036*; and (4) other related consulting and coordination efforts deemed appropriate by City leadership.

Fees:

Fees for this Statement of Work will be: *(choose only one)*

fixed price only (see further information below)

time-and-materials only (see further information below)

combination fixed price and time-and-materials (see further information below about each category)

Fixed price Information:

Total fixed price for this Scope of Services: \$8,000

Consultant to invoice Client as follows: Monthly

Each party represents that the individual signing on its behalf has read this Scope of Services, understands it, and has full authority to bind such party.

CITY

**City of West Des Moines
4200 Mills Civic Parkway
West Des Moines, IA 50265
Phone: 515-222-3610**

CONSULTANT

**David Lyons
5804 Pleasant Drive
Des Moines, Iowa 50312
Phone: (515) 480-8362**

By: _____
(Print Name)

(Signature)

Its: _____
(Title)

(Date)

By: _____
(Print Name)

(Signature)

Its _____
(Title)

(Date)

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

**ITEM: Professional Services Agreement,
DMACC Business Resources**

DATE: 1/9/2017

FINANCIAL IMPACT: \$5,600

Staff Development, In-State: 100.600.610.5200.210

BACKGROUND: It is our goal to improve the process by which employee complaints/concerns are received, processed, investigated and resolved. We will be using a Kaizen event and help from DMACC Business Resources to develop a communication plan for this process. Lean Consultants will conduct one: one interviews with all legal and human resources staff to discuss barriers and opportunities. Finally, Consultants will provide recommendations to improve employee relations between departments and offer guidance if additional staff is needed in the area of employee relations or if outside consultants should be utilized as best practices.

OUTSTANDING ISSUES (if any): None.

RECOMMENDATION: Approval of DMACC Business Resources services agreement for HR/Legal Kaizen event re: employee relations.

Lead Staff Member: Jamie Letzring, Deputy City Manager

STAFF REVIEWS

Department Director	
Appropriations/Finance	<i>JBW</i>
Legal	<i>JBW</i>
Agenda Acceptance	<i>(JBW)</i>

PUBLICATION(S) (if applicable)

Published In	N/A
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	N/A		
Date Reviewed			
Recommendation	Yes	No	

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF WEST DES MOINES
AND DMACC Business Resources**

This Agreement is made and entered into this 10th day of January, 2017, by and between the **City of West Des Moines, Iowa**, a municipal corporation, hereinafter referred to as "City", and **DMACC Business Resources**, with its principal offices at 1111 E Army Post Rd, Des Moines, IA 50315, hereinafter referred to as "Consultant," as follows:

1. CONSULTANT SHALL PERFORM THE FOLLOWING WORK, PERSONAL SERVICES, AND/OR FURNISH THE NECESSARY EQUIPMENT, SUPPLIES, OR MATERIALS TO THE CITY OF WEST DES MOINES IN CONNECTION WITH THE Legal/ Human Resources Kaizen Event:

SCOPE OF SERVICES

Consultant shall provide products and/or services as detailed in the attached "Exhibit 1", identified as the "Scope of Services", or, where applicable, in accordance with the terms and conditions of the City's Request for Proposal ("RFP") and the Consultant's Response to the City's RFP.

SCHEDULE

The schedule of the work to be performed shall conform to the schedule set forth in the attached "Exhibit 2", identified as the "Schedule", or, where applicable, in accordance with the terms and conditions of the City's RFP and the Consultant's Response to the City's RFP.

2. COMPENSATION.

- A. In consideration of the services, work, equipment, supplies, or materials provided herein, the City agrees to pay Consultant, including any authorized reimbursable expenses, pursuant to the terms of "Exhibit 1".
- B. Consultant shall invoice the City monthly for services and any reimbursable expenses based upon services actually completed at the time of the invoice. Final payment shall be due and payable within thirty (30) days of the City's acceptance of Consultant's final report submitted in accordance with this Agreement.
- C. In consideration of said payments, Consultant agrees to perform all services, work, and/or provide all materials, supplies, and equipment, and to carry out the provisions of the Agreement in a good and workmanlike manner and to the satisfaction of the City. If the performance of this Agreement involves the services of others or the furnishing of equipment, supplies, or materials, Consultant agrees to pay for the same in full and at the time of payment by the City, to certify in writing to the City that said payments have been so made.

3. INSURANCE.

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 agents, employees, servants, or other personnel, in connection with the services or work 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 personnel.

4. TERM OF CONTRACT. Unless earlier terminated under this Agreement, or otherwise mutually agreed by the parties, the term of this Agreement shall commence upon execution by the parties and shall be completed on or before the 31 day of December, 2017, or pursuant to the Schedule.

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.

5-

FOR THE CITY:

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

FOR THE CONSULTANT:

Name: DMACC Business Resources
Attn: Aaron Chittenden
Business Consultant
Address: 1111 E. Army Post Rd
City, State: Des Moines IA 50315

6. GENERAL COMPLIANCE. In the conduct of the services/work or the supplies, equipment, or materials contemplated hereunder, Consultant shall comply with applicable federal, state, 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.
7. STANDARD OF CARE. Services provided by 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 CONSULTANT. Consultant understands and agrees that Consultant and Consultant's employees, agents, servants, or other personnel 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 any of Consultant's employees, agents, servants, or other personnel performing the services or work or supplying equipment or materials specified herein, whether it be of a direct or indirect nature. Further in that regard, it is expressly understood and agreed that for such purposes neither Consultant nor Consultant's employees, agents, servants, 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 or applicant for employment because of race, color, sex, national origin, religion, age, handicap, or veteran status. Consultant will take affirmative action where appropriate or required to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, sex, national origin, religion, age, handicap, or veteran status.
10. HOLD HARMLESS AND INDEMNIFICATION. Consultant agrees to indemnify and hold harmless the City, its officers, agents, and employees from any and all claims, settlements, and judgments, including all reasonable investigative fees, attorney's fees, and court costs for any damage or loss, which is due to or arises in whole or in part from the services/work performed under this Agreement, a breach of this Agreement, or any omission or negligence arising out of performance or non-performance of this Agreement.
11. ASSIGNMENT. Consultant shall not assign or otherwise transfer this Agreement or any rights or obligations therein without first receiving prior written consent of the City.
12. AUTHORIZED AMENDMENTS TO AGREEMENT.
- A. Consultant and the City agree and acknowledge as a part of this Agreement, that no amendments to this Agreement, or other form or order or directive, may be issued by the City which requires additional compensable work to be performed, which work causes the aggregate amount payable under the Agreement to exceed the amount appropriated for this Agreement as listed above, unless the Consultant has been given a written assurance by the City that lawful appropriations to cover the costs of the additional work have been made.

- B. Consultant and the City further agree and acknowledge as a part of this Agreement that no Agreement amendments, or other form or 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 Consultant shall not be entitled to any additional compensation for any additional compensable work performed under this Agreement, and expressly waives any rights to additional compensation, whether by law or equity, unless prior to commencing the additional work, Consultant was given a written amendment describing the additional compensable work to be performed, and setting forth the amount of compensation to be paid, which amendment was 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 to this Agreement.
13. **CONTRACT 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 contract. The laws of the State of Iowa shall govern this Agreement. This is a completely integrated agreement and contains the entire agreement of the parties, and any prior written or oral agreements which are different from the norms, conditions, and provisions of the Agreement shall be of no effect and shall not be binding upon either party. Any judicial action under the terms of this Agreement shall be exclusively in the District Court for Polk County, Iowa.
14. **SUSPENSION AND TERMINATION OF AGREEMENT.**
- A. The City reserves the right to suspend this Agreement at any time. Such suspension takes effect when the City gives written notice to 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.
- B. Upon ten (10) days written notice to 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, 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 Consultant has breached or violated any term or condition of this Agreement. In the event of a breach or violation by Consultant, the City may give ten (10) days written notice to Consultant of the City's intent to terminate the Agreement. Consultant may be given ten (10) days from the date of notification to remedy the breach or default.
- D. This Agreement may also be terminated at any time with or without cause by the mutual agreement of the parties, or in accordance with the terms and conditions of the City's RFP and Consultant's Response to the City's RFP.
15. **TAXES.** Consultant shall pay all applicable taxes required to be paid for the services/work covered by this Agreement. The City is a municipal corporation and, therefore, not subject to state and local tax, use tax, or federal excise taxes.
16. **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.
17. **MISCELLANEOUS HEADINGS.** Titles to articles, paragraphs, and subparagraphs are for information purposes only and shall not be considered a substantive part of this Agreement.
18. **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.

19. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, 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.

DMACC Business Resources

CITY OF WEST DES MOINES

By: _____
Name _____
Title _____

By: _____
Name _____
Title _____

WITNESS:

ATTEST:

By: _____
Name _____
Title _____

By: _____
Name: _____
Title: _____



City of West Des Moines

Project Scope

Project Purpose:

It has been brought to our attention that the employee complaint process is not working as efficient as we'd like it to. Therefore, we are looking at ways to improve this process and would like to explore what our opportunities are to improve our issues and concerns.

Participants:

Legal – Director and 4 employees
HR – Director and 4 employees
Deputy City Manager – Jamie Letzing
City Manager – Tom Hadden

Project Champions:

(Champions are responsible for leading the implementation of the projects once improvement ideas are identified, removing barriers, and keeping the project on track following training)

Jamie Lezing
Tom Hadden

Current issues:

- Complaints are not handled timely
- Employee complaints are not fielded correctly or possibly not understood how to field them.
- HR is overwhelmed with daily tasks so complaints are difficult to handle timely
- Communication between departments is not working as effectively as we'd like it to
- Departments are not fully aware of what each other are doing to handle complaints and there is a lack of understanding of how the process should work between them.



Objectives:

- To determine if we need to hire an Employee Relations Specialist to help us improve our personnel issues, provide training on complaint process, develop a communication plan for the complaint process etc.
 - If so, to define the job description for this position and the skills desired for it
- To determine what the challenges we face when handling complaints.
- To determine opportunities for improving employee relationships between departments
- Identify other potential improvement opportunities

Potential Project Metrics:

Consider collecting the following data to monitor the process and changes.

Potential metrics—data collection timeframes would need to be identified (i.e. last fiscal year)

1. Track the number of employee complaints
2. Track the response times for complaints
3. Track the number of escalated employee complaints
4. Track the number of employees lost to job dissatisfaction
5. Determine financial impact related to employee complaints.

Proposed Kaizen Event:

Discovery:

1. Lean Consultants will conduct interviews with each individual involved in the process to:
 - Take an inventory of tasks/work steps of each person
 - Discuss barriers/opportunities for process improvement

Timeframe: 2 hour per person x 10 people

Cost: \$3000 (if we interview Deputy City Manager and City Manager + \$600)

2. Lean Consultants will compile findings and provide recommendations for opportunities

Timeframe: 4 hours

Cost: \$200





Group Session 1:

- Review results of interviews
- Discuss issues & possible improvement opportunities
- Decide on next step for Session 2

Timeframe: 4 hours

Cost: \$1200

Group Session 2: Agenda dependent on session 1 outcomes

- Work on new position
 - Determine job description
 - Determine skill sets needed
- OR
- Build action items for improvement opportunities, assign tasks, determine priority and determine next steps to complete tasks.

Timeframe: 4 hours

Cost: = \$1200

Total Cost of Kaizen Event: \$5600



Exhibit 2

Kaizen Meetings

Name and Date	Time	Location
January 5th, 2017		
Jane Dodge	8:00 a.m.	HR University Room
Ronda Feeley	10:00 a.m.	HR University Room
Chris Friedrichs	2:30 p.m.	HR University Room

January 6th, 2017

Amanda Rehberg	8:00 a.m.	HR University Room
Becki Rippey	10:00 a.m.	HR University Room
Richard Scieszinski	1:00 p.m.	HR University Room

January 9th, 2017

Megan Tomlinson	1:00 p.m.	HR University Room
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January 13th, 2017

Greta Truman	8:00 a.m.	HR University Room
Jason Wittgraf	10:00 a.m.	HR University Room
Monica McAlpin	1:00 p.m.	HR University Room

Group Sessions to be scheduled following compiled results.

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

**ITEM: Professional Services Agreement,
KJW Diversified Services**

DATE: 1/9/2017

FINANCIAL IMPACT: \$56,000 Public Safety Contingency: 100.000.010.5220.399

BACKGROUND: The City recently completed a Fire/EMS Study, now we seek to retain the services of KJW Diversified Services, Consultant Kelly Willis to conduct a thorough assessment of our police department. Mr. Willis will research and identify any gaps or needs for development of or implementation of employee communication programs to improve work culture and environment.

Additionally, Consultant will develop and launch best practice recommendations for critical incident command, emergency management and disaster response planning as well as active shooter prevention and training for all employees throughout the entire organization.

OUTSTANDING ISSUES (if any): None.

RECOMMENDATION: Approval of KJW Diversified Services, Kelly Willis agreement.

Lead Staff Member: Tom Hadden, City Manager

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	N/A
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	N/A		
Date Reviewed			
Recommendation	Yes	No	

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF WEST DES MOINES
AND KJW DIVERSIFIED SERVICES**

This Agreement is made and entered into this _____ day of _____, 20___, by and between the City of West Des Moines, Iowa, a municipal corporation, hereinafter referred to as "City", and KJW Diversified Services, with principal offices at 4953 Oak Hill Drive, West Des Moines IA 50265 hereinafter referred to as "Consultant," as follows:

1. CONSULTANT SHALL PERFORM THE FOLLOWING WORK, PERSONAL SERVICES, AND/OR FURNISH THE NECESSARY EQUIPMENT, SUPPLIES, OR MATERIALS TO THE CITY OF WEST DES MOINES IN CONNECTION WITH THE WEST DES MOINES POLICE ASSESSMENT:

SCOPE OF SERVICES

Consultant shall provide products and/or services as detailed in the attached "Exhibit 1", identified as the "Scope of Services" and within such additional Exhibits as may be mutually agreed between the parties.

SCHEDULE

The schedule of the work to be performed shall conform to the schedule set forth in the attached "Exhibit 1", and within such additional Exhibits as may be mutually agreed between the parties.

COMPENSATION

The compensation for the work to be performed shall conform to the compensation set forth in the attached "Exhibit 1", and within such additional Exhibits as may be mutually agreed between the parties.

In consideration of the services, work, equipment, supplies, or materials provided herein, the City agrees to pay Consultant, including any authorized reimbursable expenses, pursuant to the terms of "Exhibit 1".

Final payment shall be due and payable within thirty (30) days of the City's acceptance of Consultant's final report submitted in accordance with this Agreement.

In consideration of said payments, Consultant agrees to perform all services, work, and/or provide all materials, supplies, and equipment, and to carry out the provisions of the Agreement in a good and workmanlike manner and to the satisfaction of the City. If the performance of this Agreement involves the services of others or the furnishing of equipment, supplies, or materials, Consultant agrees to pay for the same in full and at the time of payment by the City, to certify in writing to the City that said payments have been so made.

2. INSURANCE. 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.
3. TERM OF CONTRACT. Unless earlier terminated under this Agreement, or otherwise mutually agreed by the parties, the term of this Agreement shall commence upon execution by the parties and shall be completed on or before the ___ day of _____, 20__.
4. 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 Pkwy
City, State: West Des Moines, IA 50265-0320

FOR THE CONSULTANT:

Name: Kelly Willis
Address: 4953 Oak Hill Drive
City, State: West Des Moines, IA 50265

5. **GENERAL COMPLIANCE.** In the conduct of the services/work or the supplies, equipment, or materials contemplated hereunder, Consultant shall comply with applicable federal, state, 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.
6. **STANDARD OF CARE.** Services provided by 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.
7. **INDEPENDENT CONSULTANT.** Consultant understands and agrees that Consultant and Consultant's employees, agents, servants, or other personnel 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 any of Consultant's employees, agents, servants, or other personnel performing the services or work or supplying equipment or materials specified herein, whether it be of a direct or indirect nature. Further in that regard, it is expressly understood and agreed that for such purposes neither Consultant nor Consultant's employees, agents, servants, or other personnel shall be entitled to any City payroll, insurance, unemployment, worker's compensation, retirement, or any other benefits whatsoever.
8. **NON-DISCRIMINATION.** Consultant will not discriminate against any employee or applicant for employment because of race, color, sex, national origin, religion, age, handicap, or veteran status. Consultant will take affirmative action where appropriate or required to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, sex, national origin, religion, age, handicap, or veteran status.
10. **HOLD HARMLESS AND INDEMNIFICATION.** Consultant agrees to indemnify and hold harmless the City, its officers, agents, and employees from any and all claims, settlements, and judgments, including all reasonable investigative fees, attorney's fees, and court costs for any damage or loss, which is due to or arises in whole or in part from the services/work performed under this Agreement, a breach of this Agreement, or any omission or negligence arising out of performance or non-performance of this Agreement.
11. **ASSIGNMENT.** Consultant shall not assign or otherwise transfer this Agreement or any rights or obligations therein without first receiving prior written consent of the City.
12. **AUTHORIZED AMENDMENTS TO AGREEMENT.**
 - A. Consultant and the City agree and acknowledge as a part of this Agreement, that no amendments to this Agreement, or other form or order or directive, may be issued by the City which requires additional compensable work to be performed, which work causes the aggregate amount payable under the Agreement to exceed the amount appropriated for this Agreement as listed above, unless the Consultant has been given a written assurance by the City that lawful appropriations to cover the costs of the additional work have been made.
 - B. Consultant and the City further agree and acknowledge as a part of this Agreement that no Agreement amendments, or other form or 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 Consultant shall not be entitled to any additional compensation for any additional compensable work performed under this Agreement, and expressly waives any rights to additional

compensation, whether by law or equity, unless prior to commencing the additional work, Consultant was given a written amendment describing the additional compensable work to be performed, and setting forth the amount of compensation to be paid, which amendment was 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 to this Agreement.

13. **CONTRACT 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 contract. The laws of the State of Iowa shall govern this Agreement. This is a completely integrated agreement and contains the entire agreement of the parties, and any prior written or oral agreements which are different from the norms, conditions, and provisions of the Agreement shall be of no effect and shall not be binding upon either party. Any judicial action under the terms of this Agreement shall be exclusively in the District Court for Polk County, Iowa.
14. **SUSPENSION AND TERMINATION OF AGREEMENT.**
 - A. The City reserves the right to suspend this Agreement at any time. Such suspension takes effect when the City gives written notice to 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.
 - B. Upon ten (10) days written notice to 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, 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 Consultant has breached or violated any term or condition of this Agreement. In the event of a breach or violation by Consultant, the City may give ten (10) days written notice to Consultant of the City's intent to terminate the Agreement. Consultant may be given ten (10) days from the date of notification to remedy the breach or default.
 - D. This Agreement may also be terminated at any time with or without cause by the mutual agreement of the parties.
15. **TAXES.** Consultant shall pay all applicable taxes required to be paid for the services/work covered by this Agreement. The City is a municipal corporation and, therefore, not subject to state and local tax, use tax, or federal excise taxes.
16. **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.
17. **MISCELLANEOUS HEADINGS.** Titles to articles, paragraphs, and subparagraphs are for information purposes only and shall not be considered a substantive part of this Agreement.
18. **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.
19. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall constitute an original, 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.

KJW DIVERSIFIED SERVICES

CITY OF WEST DES MOINES

By: _____
Name _____
Title _____

By: _____
Name _____
Title _____

WITNESS:

ATTEST:

By: _____
Name _____
Title _____

By: _____
Name: _____
Title: _____

Exhibit 1

SCOPE OF SERVICES

This Scope of Services is made pursuant to a Professional Services Agreement ("Agreement") between the City of West Des Moines and KJW Diversified Services. The Agreement was signed on _____. This Scope of Services incorporates all terms and provisions of the Agreement.

Start Date – Consultant is to begin providing the consulting services: (choose only one)

- immediately after this Scope of Services is signed by both parties
 on the following date: _____
 other (such as occurrence of an event): _____

This Scope of Services will: (choose only one)

- have an Initial Term of 8 months
 have an Initial Term ending on the following date: _____
 terminate on completion of all tasks and final acceptance or non-acceptance of all Deliverables described in this Scope of Services

Consulting services will be performed at: (indicate ALL that apply)

- Client's premises in West Des Moines
 Client's premises in _____
 Consultant's premises in Des Moines _____
 Other locations to be determined by client

Check here if Client will pay travel, meal, lodging, communications, photocopies and other reasonable expenses. Only as pre-approved by Client.

Check here if Consultant is to provide progress reports every month.

If this Statement of Work is connected with a specific Client project, state name of project: *West Des Moines Police Assessment*

Project Coordinators:

Each Party designates one of its employees to serve as the other party's primary point of contact for new or unresolved questions/issues relating to this Scope of Services. Either party may change its designated project coordinator, but shall promptly inform the other party of the change.

Client designates: Tom Hadden

Consultant designates: Kelly Willis

Brief overview of the engagement:

Consultant is to assist client leadership in the research and identification of out-standing or on-going employee relations issues within the police department. Consultant will identify and recommend any gaps or needs for development of or implementation of employee communication programs to improve work culture and environment. Additionally, Consultant will develop and launch best practice recommendations for critical incident command, emergency management and disaster response planning as well as active shooter prevention and training for all employees throughout the organization.

Schedule, Tasks and Deliverables:

Over the period of this scope of services, deliverables include at a minimum (1) successful meetings and interviews of current and former staff as well as opinion leaders in the community; (2) creation of processes and work products capable of providing City leadership with near-term direction, mid-term advice/input and long-term planning on issues identified by City leadership; and (4) other related consulting and coordination efforts deemed appropriate by City leadership.

Fees:

Fees for this Statement of Work will be: *(choose only one)*

fixed price only (see further information below)

time-and-materials only (see further information below)

combination fixed price and time-and-materials (see further information below about each category)

Fixed price information:

Total fixed price for this Scope of Services: \$7,000

Consultant to invoice Client as follows: Monthly

Each party represents that the individual signing on its behalf has read this Scope of Services, understands it, and has full authority to bind such party.

CITY

City of West Des Moines
4200 Mills Civic Parkway
West Des Moines, IA 50265
Phone: 515-222-3610

CONSULTANT

Kelly Willis
4953 Oak Hill Drive
West Des Moines, Iowa 50265
Phone: (515) 971-6505

By: _____
(Print Name)

By: _____
(Print Name)

(Signature)

(Signature)

Its: _____
(Title)

Its _____
(Title)

(Date)

(Date)

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

4(f)1

DATE: January 9, 2017

ITEM:

Resolution - Accepting Work
2016 HMA Resurfacing Program

FINANCIAL IMPACT:

The total construction cost for the 2016 HMA Resurfacing Program was \$1,482,435.07 which was paid from budgeted account no. 500.000.000.5250.490 with ultimate funding intended to come from Road Use Tax. The original cost of the project was \$1,439,028.04. There were two (2) Change Orders on the project that totaled \$43,407.03.

BACKGROUND:

Des Moines Asphalt & Paving was working under an agreement dated February 8, 2016 for construction services for the 2016 HMA Resurfacing Program. Work on this project included resurfacing various locations in the City of West Des Moines.

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

This agenda item was distributed to the Public Services Subcommittee by e-mail only since there was no meeting.

OUTSTANDING ISSUES:

None.

RECOMMENDATION:

City Council Adopt:

- Resolution Accepting Work for 2016 HMA Resurfacing Program.

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 JBW
Agenda Acceptance	<i>(Signature)</i>

DCW

PUBLICATION(S) (if applicable)		SUBCOMMITTEE REVIEW (if applicable)		
Published In		Committee		
Dates(s) Published		Date Reviewed		
		Recommendation	Yes	No
				Split

RESOLUTION ACCEPTING WORK

WHEREAS, on February 8, 2016, the City Council entered into a contract with Des Moines Asphalt & Paving of Ankeny, Iowa, for the following described public improvement:

**2016 HMA Resurfacing Program
Project No. 0510-005-2016**

and,

WHEREAS, said contractor has substantially completed the construction of said improvement in accordance with plans and specifications as shown by the report of the City Engineer filed with the City Clerk on January 9, 2017; and,

WHEREAS, the City has retained \$10,000.00 of the construction costs;

therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA, that said report of the City Engineer is hereby approved and said public improvement is accepted as having been substantially completed in accordance with plans and specifications and the total final construction cost of said improvement is \$1,482,435.07 as shown in said report, and that the Finance Director is hereby authorized to make payment to the Contractor in the amount of \$10,000.00, which includes retainage for the project, no sooner than 30 days subject to the Contractor satisfying all the conditions of the contract.

PASSED AND APPROVED this 9th day of **January, 2017**.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson
City Clerk



Department of Engineering Services
 4200 Mills Civic Pkwy, Ste 2D, PO Box 6
 West Des Moines, IA 50265-0320
 (515) 222-3620 Fax (515) 273-0602

PARTIAL RETAINAGE RELEASE

West Des Moines

Contractor: **OMG Midwest, Inc. dba Des Moines Asphalt & Paving**
2401 SE Tones Dr., Suite 13
Ankany, IA 50021

Project Title	2016 HMA Resurfacing Program	
WDM Project File Number	0510-005-2016	
Purchase Order Number	2016-00000173	
Orig. Contract Amount & Date	\$1,439,028.04	02/08/16
Estimated Completion Date	10/01/16	
Pay Period	8/7/2016 to 9/30/2016	
Pay Request Number	Partial Retainage Release	
Date	12/12/16	

BID ITEMS							
Item No.	Description	Unit	Est. Qty	Unit Price	Extended Price	Quantity Completed	Value Completed
	Fixture Adjustments						
110	Sewer Manholes (Re-use Casting & Adjust W/Concrete Rings)	EA	2	\$400.00	\$800.00	2.00	\$800.00
120	Sewer Manholes (Replace Casting & Adjust W/Concrete Rings)	EA	25	\$780.00	\$19,500.00	23.00	\$17,940.00
130	Water Manholes (Re-Use Casting & Adjust W/Concrete Rings)	EA	2	\$400.00	\$800.00	1.00	\$400.00
140	PCC 5' x 5' Manhole Boxouts	EA	29	\$1,010.00	\$29,290.00	23.00	\$23,230.00
150	Water Valve Box Adjustment	EA	4	\$445.00	\$1,780.00	2.00	\$890.00
160	Retro to Slide Type Water Valve Top Replacement	EA	1	\$560.00	\$560.00		\$0.00
170	Intake Castings, M-A & M-C (1-1/2" Risers)	EA	6	\$360.00	\$2,160.00	5.00	\$1,800.00
180	Intake Castings, M-D & M-E (1-1/2" Risers)	EA	8	\$720.00	\$5,760.00	4.00	\$2,880.00
	Excavation, Backfill, Grading and Shoulders						
210	Granular Shoulders	TON	71	\$61.00	\$4,331.00	67.32	\$4,106.52
	Street Patching and Pavement Repair						
310	PCC Full Depth patches (M-4)	SY	1,923	\$122.50	\$235,567.50	1,630.60	\$199,748.50
320	PCC Full Depth Patches (IA DOT 5 Hr. PCC Mix)	SY	600	\$122.50	\$73,500.00	1,200.40	\$147,049.00
330	HMA Full Depth Patches	SY	25	\$180.00	\$4,500.00	173.96	\$31,312.80
340	HMA Partial Depth Patches	SY	136	\$55.00	\$7,590.00		\$0.00
350	4" Sidewalk Replacement and Removal	SY	25	\$55.75	\$1,393.75	7.00	\$390.25
360	6" Sidewalk Replacement and Removal	SY	25	\$135.00	\$3,375.00		\$0.00
370	2' x 4' Truncated Dome Panels	EA	4	\$275.00	\$1,100.00		\$0.00
380	Replace Intake Top Beams and Castings Only (M-D & M-E)	EA	1	\$2,775.00	\$2,775.00		\$0.00
390	Replace Intake Top Beams and Castings Only (M-A & M-C)	EA	1	\$2,775.00	\$2,775.00		\$0.00
395	18" PCC Curb Replacement	LF	545	\$50.00	\$27,250.00	542.50	\$27,125.00
	Surface Preparation For HMA Resurfacing						
410	Surface Cleaning/Tack Coat	SY	52,146	\$0.60	\$31,287.60	52,326.00	\$31,395.60
420	Tack Coat	SY	12,486	\$0.25	\$3,121.50		\$0.00
430	Surface Milling	SY	43,119	\$3.25	\$140,136.75	41,186.80	\$133,857.10
440	Grinding-Butt Joints	SY	3,433	\$10.50	\$36,046.50	2,725.80	\$28,620.90
	Hot Mix Asphalt (HMA)						
510	1/2" HMA Surface Course (1 million ESAL) (65% Crushed)	TON	4,698	\$98.00	\$460,404.00	5,463.31	\$535,404.38
520	1/2" HMA Leveling Course (1 million ESAL) (65% Crushed)	TON	118	\$98.00	\$11,564.00	60.77	\$5,955.46
530	1/2" HMA Surface Course (3 million ESAL) (75% Crushed)	TON	1,091	\$98.00	\$106,918.00	862.93	\$84,567.14
540	1/2" HMA Intermediate Course (3 million ESAL) (75% Crushed)	TON	1,092	\$98.00	\$107,016.00	818.29	\$80,192.42
	Traffic Control						
610	Traffic Control	LS	1	\$20,500.00	\$20,500.00	1.00	\$20,500.00
620	Flagger	Day	24	\$430.00	\$10,320.00	31.00	\$13,330.00
	Painted Pavement Markings						
710	Broken White Line 4" (Equivalent)	Sta.	1.18	\$81.25	\$95.87	1.18	\$95.88
720	Double Yellow Lines 4" - 8" - 4" (Equivalent)	Sta.	27.04	\$81.25	\$2,197.00	33.29	\$2,704.81
730	Solid White Line 4" (Equivalent)	Sta.	22.77	\$81.25	\$1,850.06	22.77	\$1,850.06
740	Solid Yellow Line 4" (Equivalent)	Sta.	2.12	\$81.25	\$172.25	2.12	\$172.25
750	Broken Yellow Line 4" (Equivalent)	Sta.	2.16	\$81.25	\$175.70	2.16	\$175.50

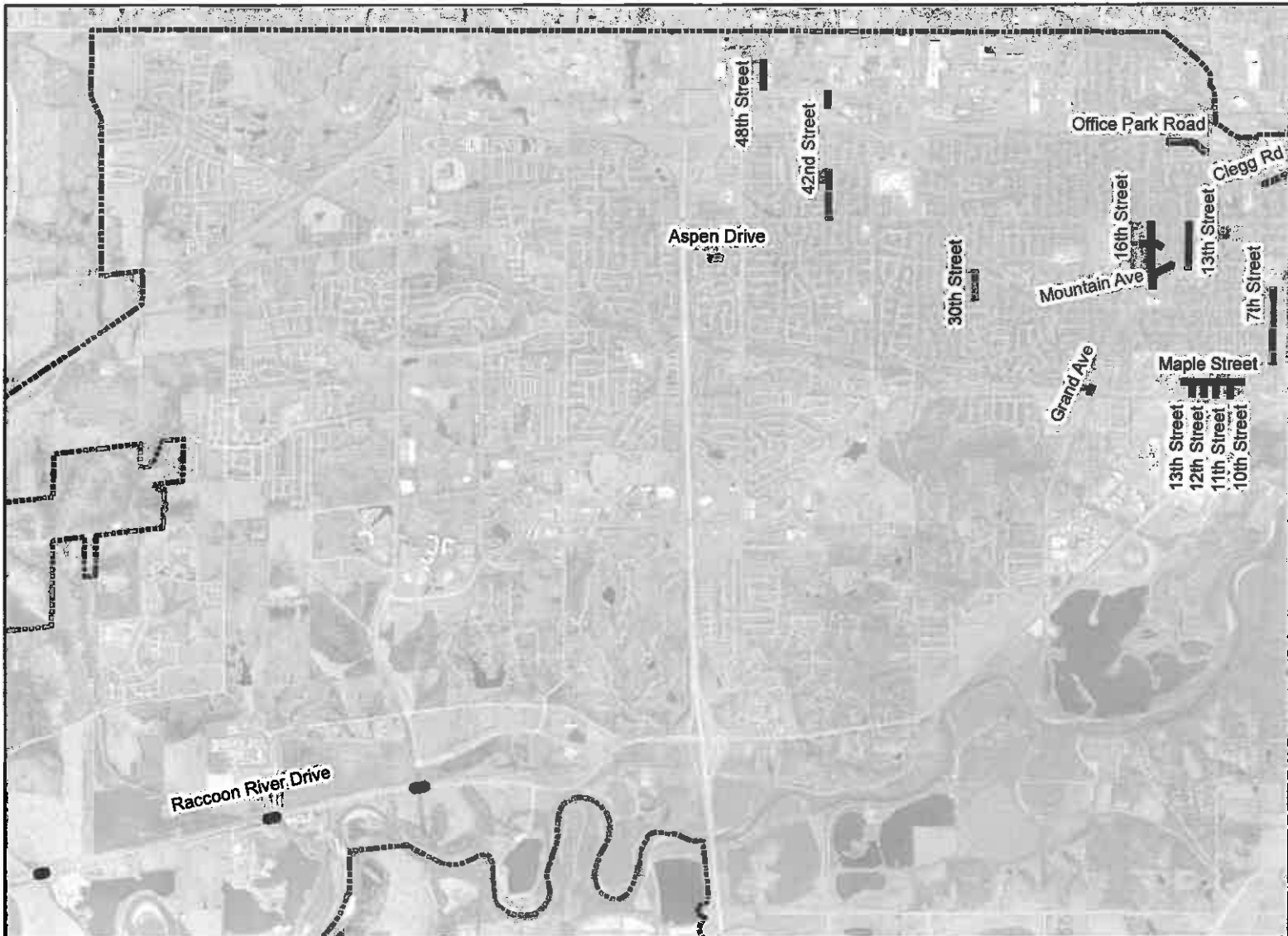
760	Left Turn Arrow	EA	11	\$108.25	\$1,190.75	3.00	\$324.75
770	Right Turn Arrow	EA	3	\$108.25	\$324.75	3.00	\$324.75
780	White Stop Bar	EA	4	\$65.00	\$260.00		\$0.00
790	White Pedestrian Crossing	EA	1	\$108.25	\$108.25		\$0.00
791	School Crossing Symbol	EA	4	\$163.00	\$652.00		\$0.00
792	Railroad Crossing Symbol	EA	2	\$190.00	\$380.00		\$0.00
Traffic Signal Items							
810	Traffic Detection Loops	EA	15	\$900.00	\$13,500.00	15.00	\$13,500.00
Mobilization							
910	Mobilization	LS	1	\$66,000.00	\$66,000.00	1.00	\$66,000.00
CO 2.1	Mobilization to 7th Street for HMA Full Depth Patch	LS	1	\$500.00	\$500.00	1.00	\$500.00
CO 2.330	HMA Full Depth Patches	SY	29.4	\$180.00	\$5,292.00	29.40	\$5,292.00
				TOTAL	\$1,439,028.04		\$1,482,435.07

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

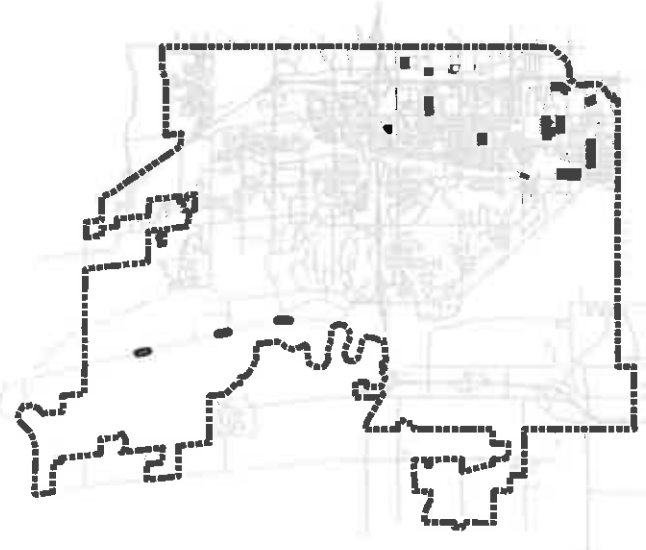
PAY REQUEST SUMMARY		
	Total Approved	Total Completed
Contract Price	\$1,439,028.04	\$1,482,435.07
Approved Change Order 1	\$37,815.03	
Approved Change Order 2	\$5,792.00	
Revised Contract Price	\$1,482,435.07	\$1,482,435.07
Materials Stored		\$0.00
Retainage (5%)		\$10,000.00
Total Earned Less Retainage		\$1,472,435.07
Total Previously Approved (list each)		
Pay Request 1	\$26,835.96	
Pay Request 2	\$188,301.00	
Pay Request 3	\$503,224.08	
Pay Request 4	\$388,693.38	
Pay Request 5	\$125,506.49	
Pay Request 6	\$115,711.18	
Pay Request 7	\$44,538.83	
Pay Request 8	\$5,502.40	
Total Previously Approved	\$1,482,810.00	\$1,408,313.32 <i>JMS</i>
Amount Due This Request		\$64,121.75
Percent Complete		100%
Percent of Contract Period Utilized		100%

The amount **\$69,624.15** is recommended for approval for payment in accordance with the terms of the Contract

Contractor: Des Moines Asphalt & Paving Signature: <i>Brian Davis</i> Name: Brian Davis Title: <i>T.M.</i> Date: <i>12-7-16</i>	Recommended By: City of West Des Moines Signature: <i>Jeffrey L. Nash</i> Name: Jeffrey L. Nash, P.E. Title: Principal Engineer Date: <i>12-7-16</i>	Checked By: <i>DUANE WITSTOCK</i> City of West Des Moines Signature: <i>[Signature]</i> Name: Duane Wittstock, P.E. L.S. Title: City Engineer Date: <i>12-12-16</i>
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VICINITY MAP



LEGEND

PROJECT LOCATION



	PROJECT:	2016 HMA Resurfacing Program		
	LOCATION:	Various Locations Around WDM		
DRAWN BY: JDR	DATE: 12/28/2016	PROJECT: 0510-005-2016	SHT. 1 of 1	

CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

DATE: January 9, 2017

ITEM:

Resolution - Accepting Work
Pine Avenue Improvements

FINANCIAL IMPACT:

The total construction cost for the Pine Avenue Improvements was \$3,545,649.16 which was paid from budgeted account no. 500.000.000.5250.490 with ultimate funding intended to come from the Alluvion TIF. The original cost of the project was \$3,550,476.10. There were five (5) Change Orders on the project that totaled (\$4,826.94).

BACKGROUND:

Elder Corporation was working under an agreement dated August 10, 2015 for construction services for the Pine Avenue Improvements.

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

This agenda item was distributed to the Public Services Subcommittee by e-mail only since there was no meeting.

OUTSTANDING ISSUES:

None.

RECOMMENDATION:

City Council Adopt:

- Resolution Accepting Work for Pine Avenue Improvements.

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>JTBW</i>
Agenda Acceptance	<i>(K)</i>

PUBLICATION(S) (if applicable)		SUBCOMMITTEE REVIEW (if applicable)		
Published In		Committee		
Dates(s) Published		Date Reviewed		
		Recommendation	Yes	No
				Split

RESOLUTION ACCEPTING WORK

WHEREAS, on August 10, 2015, the City Council entered into a contract with Elder Corporation of Des Moines, Iowa, for the following described public improvement:

**Pine Avenue Improvements
Project No. 0510-047-2014**

and,

WHEREAS, said contractor has substantially completed the construction of said improvement in accordance with plans and specifications as shown by the report of the City Engineer filed with the City Clerk on January 9, 2017; and,

WHEREAS, the City has retained \$30,000.00 of the construction costs;

therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA, that said report of the City Engineer is hereby approved and said public improvement is accepted as having been substantially completed in accordance with plans and specifications and the total final construction cost of said improvement is \$3,545,649.16 as shown in said report, and that the Finance Director is hereby authorized to make payment to the Contractor in the amount of \$30,000.00, which includes retainage for the project, no sooner than 30 days subject to the Contractor satisfying all the conditions of the contract.

PASSED AND APPROVED this 9th day of **January, 2017**.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson
City Clerk



Department of Engineering Services
 4200 Mills Civic Pkwy, Ste 2D, PO Box 65320
 West Des Moines, IA 50265-0320
 (515) 222-3820 Fax (515) 273-0802

PARTIAL RETAINAGE PAYMENT

West Des Moines

Contractor: **Elder Corporation**
6088 E. University Avenue
Des Moines, IA 50317

Project Title	Pine Avenue Improvements - South 8th Street to End of Paving	
WDM Project File Number	0510-047-2014	
Purchase Order Number	2016-00000111	
Orig. Contract Amount & Date	\$3,550,478.10	08/10/15
Estimated Completion Date	05/31/16	
Pay Period	6/24/16 to 10/28/16	
Pay Request Number	20	
Date	10/31/16	

BID ITEMS							
Item No.	Description	Unit	Est Qty	Unit Price	Extended Price	Quantity Completed	Value Completed
1	Traffic Control	LS	1	\$287,000.00	\$287,000.00	1.00	\$287,000.00
2	Construction Survey	LS	1	\$31,000.00	\$31,000.00	1.00	\$31,000.00
3	Clearing and Grubbing	LS	1	\$12,000.00	\$12,000.00	1.00	\$12,000.00
4	Topsoil, Strip, Salvage, and Spread	CY	3,510	\$18.00	\$63,180.00	3,510.00	\$63,180.00
5	Topsoil Off-Site	CY	2,796	\$16.00	\$44,736.00	2,796.00	\$44,736.00
6	Excavation, Class 10, Roadway and Borrow	CY	32,673	\$11.00	\$359,403.00	32,673.00	\$359,403.00
7	Subgrade Preparation	SY	13,570	\$3.50	\$47,495.00	13,570.00	\$47,495.00
8	Granular Surfacing	TON	220	\$35.00	\$7,700.00	155.45	\$5,440.75
9	Below Grade Excavation (Core Out)	CY	700	\$15.00	\$10,500.00	495.00	\$7,425.00
10	Subgrade Treatment, Flyash	SY	2,000	\$12.50	\$25,000.00	2,000.00	\$25,000.00
11	Removal of Known Pipe Culvert, Less Than Or Equal to 36"	LF	250	\$31.50	\$7,875.00	373.00	\$11,749.50
12	Removal of Known Pipe Culvert, RCAP, 42"	LF	75	\$39.00	\$2,925.00	73.00	\$2,847.00
13	Trench Foundation For Water Main	TON	250	\$50.00	\$12,500.00		\$0.00
14	Storm Sewer, Trenched, RCP 3750D, 15"	LF	1,010	\$110.50	\$111,605.00	1,008.00	\$111,384.00
15	Storm Sewer, Trenched, RCP 2000D, 24"	LF	170	\$121.00	\$20,570.00	169.00	\$20,449.00
16	Storm Sewer, Trenched, RCP 2000D, 30"	LF	112	\$157.50	\$17,640.00	111.00	\$17,482.50
17	Storm Sewer, Trenched, RCP 2000D, 36"	LF	485	\$178.50	\$86,572.50	483.00	\$86,215.50
18	Storm Sewer, Trenched, RCP 3750D, 36"	LF	642	\$205.00	\$131,610.00	641.00	\$131,405.00
19	Storm Sewer, Trenched, RCAP 2000D, 36" Equivalent	LF	570	\$210.00	\$119,700.00	570.00	\$119,700.00
20	Storm Sewer, Trenched, RCP 2000D, 42"	LF	1,119	\$208.00	\$232,752.00	1,048.00	\$217,984.00
21	Storm Sewer Connection, 15"	LS	1	\$3,200.00	\$3,200.00	1.00	\$3,200.00
22	Pipe Apron, Concrete, 15"	EA	1	\$2,100.00	\$2,100.00	1.00	\$2,100.00
23	Pipe Apron, Concrete, 24"	EA	1	\$2,500.00	\$2,500.00	1.00	\$2,500.00
24	Pipe Apron, Concrete, 30"	EA	1	\$2,900.00	\$2,900.00	1.00	\$2,900.00
25	Pipe Apron, Concrete, 36"	EA	1	\$3,900.00	\$3,900.00	1.00	\$3,900.00
26	Pipe Apron, Concrete Arch, 36" Equivalent	EA	2	\$4,700.00	\$9,400.00	2.00	\$9,400.00
27	Subdrain, Type 1 (Longitudinal Subdrain), PVC, 6"	LF	5,320	\$13.65	\$72,818.00	5,114.80	\$69,817.02
28	Subdrain Cleanout, Type A-1, PVC, 6"	EA	8	\$590.00	\$4,840.00	9.00	\$5,220.00
29	Subdrain Outlets and Connections, PVC, 6"	EA	86	\$320.00	\$27,360.00	67.00	\$21,440.00
30	Locating Tile Line	STA	5	\$1,200.00	\$6,000.00		\$0.00
31	Subdrain, Tile, 12"	LF	350	\$34.50	\$12,075.00	57.00	\$1,966.50
32	Connect To Existing 12" Water Main	LS	1	\$6,300.00	\$6,300.00	1.00	\$6,300.00
33	Cut and Abandon Existing 8" Water Main	LS	1	\$3,200.00	\$3,200.00	1.00	\$3,200.00
34	Water Main, Trenched, PVC, 16" Unrestrained Joint	LF	2,449	\$77.00	\$188,573.00	2,550.00	\$196,350.00
35	Water Main, Trenched, PVC, 16" Restrained Joint	LF	363	\$112.50	\$40,837.50	340.00	\$38,250.00
36	Water Main, Trenched, PVC, 12" Restrained Joint	LF	30	\$111.50	\$3,345.00	12.00	\$1,338.00
37	Water Main, Trenched, PVC, 8" Restrained Joint	LF	37	\$93.50	\$3,459.50	19.00	\$1,775.50
38	Fitting, 16" DI MJ 11.25 Degree Bend	EA	2	\$1,600.00	\$3,200.00	2.00	\$3,200.00
39	Fitting, 16" DI MJ 22.5 Degree Bend	EA	1	\$1,600.00	\$1,600.00	1.00	\$1,600.00
40	Fitting, 16" DI MJ 45 Degree Bend	EA	2	\$1,700.00	\$3,400.00	2.00	\$3,400.00

41	Fitting, 12" DI MJ 45 Degree Bend	EA	2	\$1,200.00	\$2,400.00		\$0.00
42	Fitting, 8" DI MJ 22.5 Degree Bend	EA	2	\$950.00	\$1,900.00		\$0.00
43	Fitting, 8" DI MJ 90 Degree Bend	EA	1	\$970.00	\$970.00	1.00	\$970.00
44	Fitting, 16" DI MJ Tee	EA	1	\$2,500.00	\$2,500.00	1.00	\$2,500.00
45	Fitting, 16" x 8" DI MJ Reducing Tee	EA	2	\$4,300.00	\$8,600.00	1.00	\$4,300.00
46	Fitting, 16" x 12" DI MJ Reducer	EA	1	\$1,100.00	\$1,100.00	1.00	\$1,100.00
47	Fitting, 12" x 8" DI MJ Reducer	EA	1	\$760.00	\$760.00		\$0.00
48	Fitting, 12" DI Sleeve	EA	1	\$780.00	\$780.00		\$0.00
49	Fitting, 8" DI Sleeve	EA	1	\$630.00	\$630.00		\$0.00
50	Fitting, 8" DI MJ Cap	EA	1	\$650.00	\$650.00	1.00	\$650.00
51	Fitting, 8" DI MJ Plug	EA	1	\$590.00	\$590.00	1.00	\$590.00
52	Valve, DI MJ Gate, Resilient Wedge With Box, 16"	EA	6	\$7,500.00	\$45,000.00	6.00	\$45,000.00
53	Valve, DI MJ Gate, Resilient Wedge With Box, 8"	EA	1	\$1,800.00	\$1,800.00	1.00	\$1,800.00
54	Fire Hydrant Assembly	EA	9	\$5,500.00	\$49,500.00	9.00	\$49,500.00
55	Blow Off Hydrant Assembly	EA	1	\$2,600.00	\$2,600.00	1.00	\$2,600.00
56	Remove and Reset Existing Hydrant	EA	1	\$4,300.00	\$4,300.00	1.00	\$4,300.00
57	Storm Sewer Intake, SW-501	EA	4	\$3,400.00	\$13,600.00	4.00	\$13,600.00
58	Storm Sewer Intake, SW-503	EA	4	\$4,600.00	\$18,400.00	4.00	\$18,400.00
59	Storm Sewer Intake, SW-503 Modified	EA	5	\$8,600.00	\$42,800.00	5.00	\$42,800.00
60	Storm Sewer Intake, SW-505	EA	33	\$5,300.00	\$174,900.00	33.00	\$174,900.00
61	Storm Sewer Intake, SW-506	EA	1	\$9,100.00	\$9,100.00	1.00	\$9,100.00
62	Storm Sewer Intake, SW-506 Modified	EA	7	\$12,000.00	\$84,000.00	7.00	\$84,000.00
63	Storm Sewer Intake, SW-513, 6' x 8'	EA	1	\$8,700.00	\$8,700.00	1.00	\$8,700.00
64	Intake Adjustment, Major	EA	1	\$2,400.00	\$2,400.00	1.00	\$2,400.00
65	PCC Pavement, Reinforced, 8.5"	SY	4,111	\$72.00	\$295,992.00	4,111.00	\$295,992.00
66	PCC Pavement, 6"	SY	7,925	\$69.00	\$546,825.00	8,107.40	\$559,410.60
67	PCC Pavement Samples and Testing	LS	1	\$6,000.00	\$6,000.00	1.00	\$6,000.00
68	Shared Use Path, PCC, Reinforced, 6"	SY	1,332	\$52.00	\$69,264.00	1,223.30	\$63,511.60
69	Special Compaction of Subgrade For Recreational Trail	SY	1,887	\$4.50	\$8,491.50	1,423.00	\$6,403.50
70	Sidewalk, PCC, 4"	SY	495	\$54.00	\$26,730.00	493.30	\$26,638.20
71	Sidewalk, PCC, 6"	SY	28	\$82.00	\$2,296.00	18.90	\$1,549.80
72	Detectable Warnings	SF	56	\$40.00	\$2,240.00	51.60	\$2,084.00
73	Painted Pavement Markings, Non-Durable	STA	109.5	\$37.00	\$4,051.50	84.40	\$3,122.60
74	Painted Symbols & Legends, Non-Durable	EA	32	\$105.00	\$3,360.00	24.00	\$2,520.00
75	Pavement Markings Removed	STA	7.6	\$121.00	\$919.60	8.44	\$1,021.24
76	Conventional Seeding, Fertilizing, And Mulching, Rural	AC	4	\$1,800.00	\$7,200.00	4.00	\$7,200.00
77	Conventional Seeding, Fertilizing, And Mulching, Urban	AC	6.5	\$2,000.00	\$13,000.00	4.71	\$9,420.00
78	Conventional Seeding, Fertilizing, And Mulching, Temporary	AC	10.5	\$630.00	\$6,615.00		\$0.00
79	SWPPP	LS	1	\$4,000.00	\$4,000.00	1.00	\$4,000.00
80	Wattles, Straw 12"	LF	6,500	\$2.10	\$13,650.00	710.00	\$1,491.00
81	Wattles, Removed	LF	6,500	\$0.20	\$1,300.00		\$0.00
82	Rip Rap, Class D	TON	45	\$70.50	\$3,172.50	53.47	\$3,769.84
83	Silt Fence	LF	4,000	\$1.75	\$7,000.00	990.00	\$1,732.50
84	Silt Fence For Ditch Checks	LF	500	\$1.75	\$875.00		\$0.00
85	Silt Fence or Silt Fence Ditch Check, Removal of Sediment	LF	1,000	\$0.20	\$200.00		\$0.00
86	Silt Fence or Silt Fence Ditch Check, Removal of Device	LF	4,500	\$0.20	\$900.00	210.00	\$42.00
87	Turf Reinforcement Mats, Type 3	SQ	34	\$15.75	\$535.50	31.62	\$498.02
88	Inlet Protection Device, Installation	EA	92	\$126.00	\$11,592.00	64.00	\$8,064.00
89	Inlet Protection Device, Maintenance	EA	280	\$21.00	\$5,880.00	156.00	\$3,276.00
90	Temporary Fence, Orange Plastic Construction, 48"	LF	915	\$5.00	\$4,575.00	502.00	\$2,510.00
CO 1.1	Additional Grading for Microsoft Security Barn Requirements	CY	14784	\$8.00	\$118,272.00	10,826.00	\$86,608.00

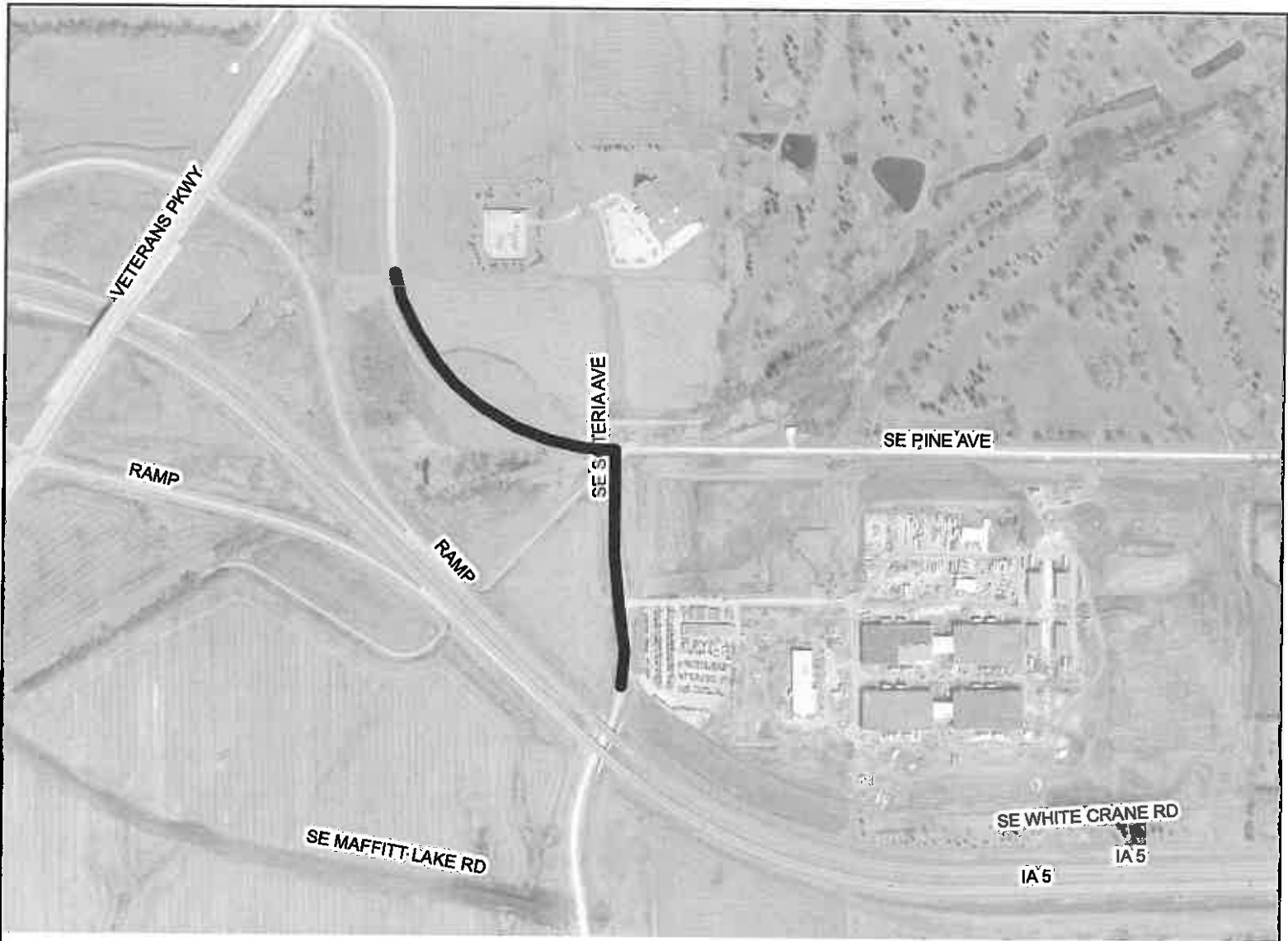
CO 2.1	Time Extension		0	\$0.00	\$0.00	0.00	\$0.00
CO 3.1	Sawing & Removal for Driveway Relocation	LF	102	\$20.00	\$2,040.00	102.00	\$2,040.00
CO 4.1	Short Core (85% Payment Reduction)	SY	2344	-\$10.35			
				TOTAL	\$3,670,788.16		\$3,545,649.16

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

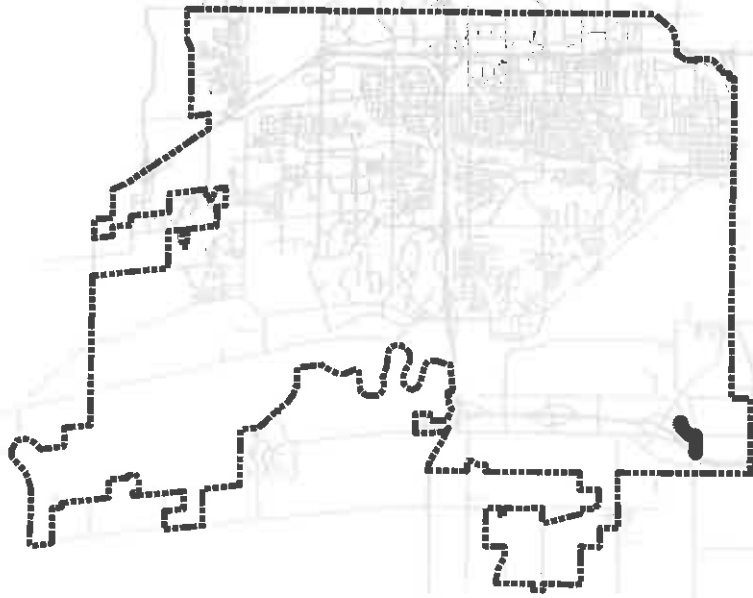
PAY REQUEST SUMMARY		
	Total Approved	Total Completed
Contract Price	\$3,550,476.10	\$3,545,649.16
Approved Change Order 1	\$118,272.00	
Approved Change Order 2	\$0.00	
Approved Change Order 3	\$2,040.00	
Approved Change Order 4	-\$24,258.33	
Approved Change Order 5	-\$125,138.94	
Revised Contract Price	\$3,545,649.16	\$3,545,649.16
Materials Stored		\$0.00
Retainage (5%)		\$30,000.00
Reduction Short Cores CO#4		-\$24,258.33
Total Earned Less Retainage		\$3,491,390.83
Total Previously Approved (list each)	Pay Request 1	\$81,496.70
	Pay Request 2	\$369,653.38
	Pay Request 3	\$374,572.65
	Pay Request 4	\$598,938.18
	Pay Request 5	\$511,319.11
	Pay Request 6	\$106,123.55
	Pay Request 7	\$483,760.00
	Pay Request 8	\$7,908.75
	Pay Request 9	\$258,613.21
	Pay Request 10	\$11,495.00
	Pay Request 11	\$29,256.20
	Pay Request 12	\$6,610.12
	Pay Request 13	\$35,114.56
	Pay Request 14	\$82,066.04
	Pay Request 15	\$36,213.05
	Pay Request 16	\$83,173.15
	Pay Request 17	\$161,153.52
	Pay Request 18	\$123,449.13
	Pay Request 19	\$2,194.50
	Pay Request 20	\$5,225.00
Total Previously Approved		\$3,368,366.70
Amount Due This Request		\$123,024.13
Percent Complete		100%
Percent of Contract Period Utilized		100%

The amount **\$123,024.13** is recommended for approval for payment in accordance with the terms of the Contract

Contractor: Elder Corporation	Recommended By: H.R. Green, Inc.	Checked By: <i>BSM</i> City of West Des Moines
Signature: <i>[Signature]</i>	Signature: <i>[Signature]</i>	Signature: <i>[Signature]</i>
Name: JIM MACKEN	Name: D. KARRAMOND	Name: Duane C. Wittstock, P.E., L.S.
Title: <i>PM</i>	Title: <i>P.M.</i>	Title: City Engineer
Date: 12/14/16	Date: 12/13/16	Date:




VICINITY MAP



LEGEND

PROJECT LOCATION



	PROJECT: Pine Avenue			
	LOCATION: 980 SE Pine Avenue to SE White Crane Road			
	DRAWN BY: JDR	DATE: 12/28/2016	PROJECT: 0510-047-2014	SHT. 1 of 1

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

DATE: January 9, 2017

ITEM: Resolution – Accept Work – Holiday Park Youth Baseball Phase 4A Commons Area

FINANCIAL IMPACT: The total construction cost of this project is \$393,104.00. All costs of the project have been paid from the Holiday Park Baseball Improvements C.I.P. project (Project 0525 012.0510 039 2016; Account 500.000.000.5250.490). Retainage will not be paid in less than 30 days.

BACKGROUND: Concrete Connection, LLC of West Des Moines, Iowa is working under an agreement dated July 11, 2016 for work related to the Holiday Park Baseball Improvements project. Work is substantially complete.




The project involved the renovation of the drop-off and common areas around the concession building in the Holiday Park Baseball Complex. The improvements generally included demolition of the existing drop-off area and portions of existing gravel and paved walkways; earthwork including installation of storm sewer utilities; construction of a new drop-off area and dumpster enclosure; fencing; paved plaza and awards area next to the existing concession building; seatwalls; concrete walks; electrical improvements; restoration of disturbed areas; and other minor improvements.

OUTSTANDING ISSUES: None

RECOMMENDATION: That the City Council approve the Resolution.

Lead Staff Member: David Sadler, Landscape Architect 

STAFF REVIEWS

Department Director	
Appropriations/Finance	
Legal	
Agenda Acceptance	

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

Resolution Accepting Work

WHEREAS, on July 11, 2016 the City Council entered into a contract with Concrete Connection, LLC of West Des Moines, Iowa for the following described public improvement:

Holiday Park Baseball Improvements – Phase 4A Commons Area
and,

WHEREAS, said contractor has completed the construction of said improvement in accordance with plans and specifications as shown by the Council Communication filed with the City Clerk on January 9, 2017.

Therefore

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA, that said report of the Landscape Architect be approved and said public improvement is accepted as having been completed in accordance with plans and specifications and the total final construction cost of said improvement is \$393,104.00 as shown in said report.

PASSED AND APPROVED, this 9th day of January, 2017.

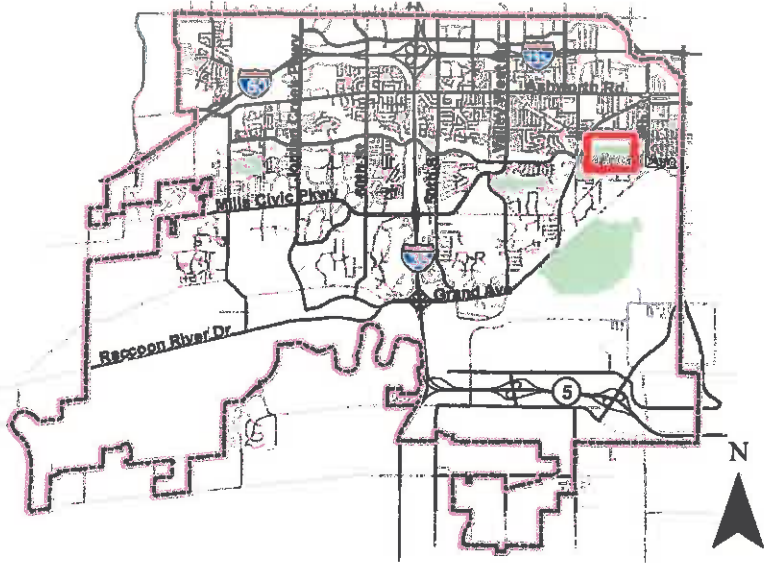
Steven K. Gaer, Mayor

ATTEST:

Ryan Jacobson, City Clerk



VICINITY MAP



LEGEND

- Project Area
- Park Boundary
- City Limit



PROJECT: **HOLIDAY PARK BASEBALL IMPROVEMENTS - PHASE 4A COMMONS AREA**

LOCATION: **1701 RAILROAD AVE**

DRAWN BY: **MAA**

DATE: **1/4/2017**

PROJECT NO.:

SHT. 1 of 1

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

DATE: January 9, 2017

ITEM:

Resolution - Approving Professional Services Agreement
318 5th Street Garage Remodel

FINANCIAL IMPACT:

The cost of the Professional Services Agreement associated with the design of this project is anticipated not to exceed \$10,150.00 for Basic Services. In addition, the cost for performing Resident Consultant Services will not exceed \$4,450.00. 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. Upfront funding for the design of the remodel is intended to come from the City's Economic Development Fund with eventual reimbursement from Polk County. Construction will not commence until a funding commitment has been secured from Polk County.

BACKGROUND:

Approval of this action authorizes Consultant to perform the professional services necessary for the remodel of the garage at 318 5th Street for a new Incubator tenant. The City Council passed a resolution on December 27, 2016 authorizing an economic development grant to DelVoda for the operation of the business accelerator program for start-up companies and intends to operate out of the 318 5th Street garage. It is anticipated that Polk County will be a partner in this business accelerator program.

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.

This agenda item was distributed to the Public Services Subcommittee by e-mail only since there was no meeting.

OUTSTANDING ISSUES:

None

RECOMMENDATION:

City Council Adopt:

- Resolution Approving Professional Services Agreement for 318 5th Street Garage Remodel.

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 JBW
Agenda Acceptance	IN

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:

**318 5th Street Garage Remodel
Project No. 0510-026-2017**

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 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	\$10,150.00
Resident Consultant Services	<u>\$ 4,450.00</u>
Total	\$14,600.00

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 9th day of **January, 2017**.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This Agreement is made and entered into this Ninth day of January, 2017, 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 for the 318 5th Street Garage Remodel (Project No. 0510-026-2017) shall be as further described in Attachment 1, Scope of Services.

2. SCHEDULE

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

3. COMPENSATION

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

I. Basic Services of the Consultant	\$10,150
II. Resident Consultant Services	<u>\$ 4,450</u>
Total Amount of Services	\$14,600

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: Benjamin Design Collaborative, P.C.
Attn: Natalie C. Carran
Address: 401 Clark Avenue, Suite 200
City, State: Ames, IA 50010

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: Natalie C. Carran
 Natalie C. Carran, AIA, LEED AP BD +C
 Project Architect

BY: _____
 Ryan T. Jacobson, City Clerk

ATTACHMENT 1

SCOPE OF SERVICES

Professional Services

Scope of work to include the following:

Visit the site to document existing conditions

Propose single schematic design solution based on Owner's feedback to Prelim. Design Document

Proposed design scope includes renovating the garage area at 318 Fifth Street in West Des Moines to habitable business use office space. Minor finish upgrades including, floor cleaning and finish/sealing, wall surface cleaning and painting, ceiling patch, upgrades to life safety, HVAC, lighting and electrical power plans.

Review Preliminary Construction Documents with Owner at 50% Completion, electronic review

Review Preliminary Construction Documents and Specifications with Owner at 80% Completion, attend meeting at Owners location or electronic review

Final review of Construction Documents, Specifications and revised Opinion of Probable Cost with Owner at 95% Completion, electronic review

Issue Documents for Bidding, answer questions that arise during bidding, prepare addenda as required, attend Bid Opening and make recommendation based on final bid tab results

Administer the Construction Contract: Review product submittals, Review and approve Contractor Payment Applications, answer RFI's, process payment applications and attend two (2) construction progress meetings during the scheduled construction, in addition to the regular construction progress meetings:

Attend Pre-construction meeting on site prior to the start of construction

Attend Substantial walkthrough on site to determine construction compliance with intent, create punch list items for Contractor Review and completion

Attend Final walkthrough to determine completion of work

Coordinate closeout document submittals with the Contractor at Project Closeout

The following items are considered increases in scope and may be requested to be completed at the stated hourly fee in Attachment 3 (plus mileage when applicable), on Owners request. Not all services are listed, the following listing is provided as an example of additional services potentially applicable on a project of this scale:

Revised or alternate opinion of cost options, additional review sets, site visits or meetings not included above. 3D Renderings or imagery related to the project. Logo development or design, Signage development or design, Keying coordination, Owner changes to scope of Work, Unforeseen conditions changes to scope of Work, Coordination of hazardous material abatement.

ATTACHMENT 2

PROJECT SCHEDULE

The following schedule has been developed as a preliminary guide for coordination of events surrounding the implementation of the total Project. This schedule is not final, but has been created to be used as a baseline to organize other parties and events where input is needed. The project schedule is subject to change during design as additional information is clarified and lead times on construction items are updated. Owner review time is anticipated to be a minimum as the prelim document has been approved. Additional submittals or updates requested will increase the Project Delivery timeline. Actual on-site construction will vary according to the selected Contractors schedule:

December 28, 2016	Notice of intent to contract design services
January 9, 2017	Agreement finalized – Notice to Proceed
January 10, 2017	Initial Site Visit from Design Team
January 20, 2017	Owner review of Preliminary Construction document (50%)
January 27, 2017	Owner review of Preliminary Construction document and project specifications (80%)
February 13, 2017	Final Owner review of Construction Documents sent for Owner revisions (95%)
February 21, 2017	Order of Construction
March 1, 2017	Notice to Bidders
March 10, 2017	Publish Notice of Hearing and Letting
March 15, 2017	Proposed Bid Date
March 20, 2017	Public Hearing & Award Contract (Allow 10 business days for Contract Completion)
April 5, 2017	Construction Contract finalized, insurance forms finalized and Notice to Proceed given to selected Contractor
April 10, 2017 (Construction Period Begins)	Pre-Construction Meeting – on site Work may begin
April 14, 2017	Schedule of Values and submittal schedule requested within one week of Pre-Construction

April 21, 2017	Submittals and schedules received by Design Team for processing
April 26, 2017	Items with long lead times ordered, Site demolition continues – First Progress Meeting Scheduled
May 24, 2017	Items with 4 week lead time target installation
June 21, 2017	Items with 8 week lead time target installation
July 5, 2017	Second construction progress meeting scheduled
July 19, 2017	Substantial Completion on Project Total Estimated Construction Period (approx. 14 weeks) Earliest Proposed Owner occupancy
August 2, 2017	Final walkthrough on Project
August 16, 2017	Project Closeout Documents submitted
August 25, 2017	Proposed Construction Contract Completion Date

ATTACHMENT 3

SCHEDULE OF FEES

Staff Hourly Billable Rates

Principal	\$150/Hour
Architect	\$110/Hour
Architectural Intern	\$85/Hour
Technician	\$55/Hour
Clerical	\$45/Hour

Consultant Hourly Billable Rates

Engineer IV	\$200/Hour
Engineer III	\$170/Hour
Engineer II	\$130/Hour
Engineer I	\$100/Hour
Technician	\$70/Hour
Administration	\$60/Hour

(Consultant costs are billed at the hourly rates stated above plus 10% handling)

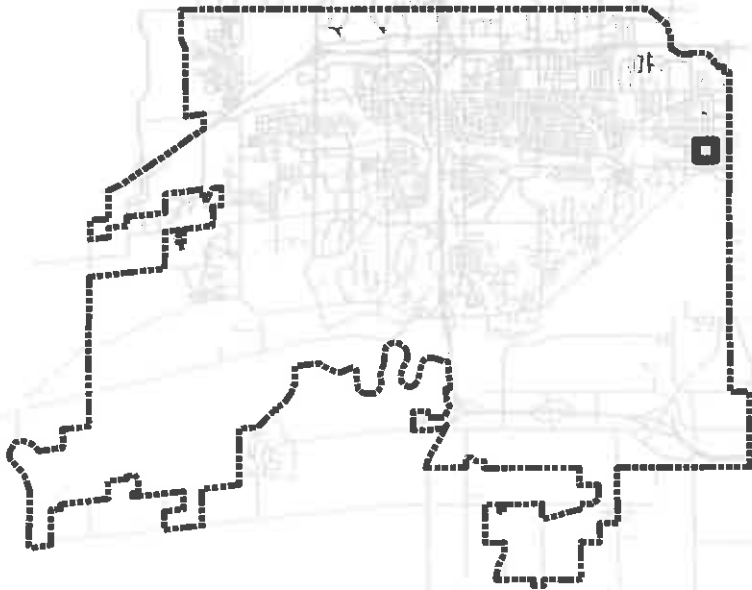
Reimbursable Costs

Mileage to and from the Jobsite	\$40/Trip
<i>(Due to the travel distance between Ames and West Des Moines, a flat fee is proposed)</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>

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:

Garage Remodel

LOCATION:

318 5th Street

DRAWN BY: JDR

DATE: 12/28/2016

PROJECT: 0510-026-2017

SHT. 1 of 1

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

ITEM: Redevelopment of Phenix Property, 415 7th Street **DATE:** January 9, 2017
Motion – Direct staff to implement City Council decision on direction on use of property

FINANCIAL IMPACT: The financial impact depends upon the option selected.

BACKGROUND: The West Des Moines Community School District (CSD) made the decision to close Phenix Elementary Early Education Center at the end of the 2013-14 school year. City staff, not wanting the building to fall into disrepair, and seeing it as a potential asset to the neighborhood, discussed purchasing the building from the school district. Staff knew of several other buildings in Iowa being converted into housing and began to explore the concept. Community Housing Initiatives (CHI) was brought into the discussion based on its history with school building conversions and its previous investment in the Valley Junction neighborhood. In addition, in June, 2014, the City became aware of available Community Development Block Grant (CDBG) funding from the Iowa Economic Development Authority (IEDA) with a grant application deadline of September 2, 2014.

The concept of purchasing and converting the building was first discussed with the City Council Finance & Administration Subcommittee, with the City Council ultimately approving submittal of an IEDA grant application on August 25, 2014. On September 8, 2014 the City Council approved an option agreement with the school district to purchase the property, contingent upon receiving grant funds from IEDA.

On January 8, 2015 the City received the IEDA grant award and on February 27, 2015 the City purchased the Phenix building and surrounding property from the West Des Moines CSD. In March, 2015 the City was notified by IEDA that the building was purchased prematurely, requiring the receipt of a waiver from the U.S. Department of Housing and Urban Development that was not obtained until August 10, 2016.

Between June 2014 and August 2016¹ the City Council held seven public meetings in which either the purchase, future use or funding of Phenix School was discussed, including the conversion of the school to 17 mixed-income apartments. Throughout the process Council maintained its support for the proposed purchase and conversion of the school to apartments. As authorized and directed by Council and signed by Mayor Gaer, the City submitted two grant applications (IEDA Community Development Block Grant Program and Iowa Finance Authority [IFA] Workforce Housing Loan Program) and the federally-required Environmental Review.

Separate from the Phenix project, the City hired Teska Associates, Inc. to create a Master Plan for Historic West Des Moines. A major goal for the plan was to "...communicate a vision for the redevelopment of the area to ensure it remains a vital part of the City of West Des Moines." The Phenix site, as 17 mixed-income apartments, was extensively discussed as part of the Master Plan process. The study took eleven months and included many outreach efforts: development of a dedicated website and mobile app, interviews with stakeholders, steering committee meetings and workshops, focus groups, survey and polls and public open houses.

When the Historic West Des Moines Master Plan was presented to City Council at a workshop on September 19, 2016, several citizens attended and voiced their concerns regarding Valley Junction, closing of the school by the West Des Moines CSD, and the proposed plan for Phenix. The Historic West Des Moines Master Plan, which included plans for conversion of the school to apartments, was received by the City Council at the workshop, with the understanding that the proposed plan for Phenix would be subsequently discussed in greater detail. Further discussion regarding the redevelopment of Phenix was held at a workshop on November 28, 2016, at which time the City Council directed staff to explore all options for the redevelopment of Phenix school and the surrounding site. Each option is summarized below.

Options for Phenix Site

Exhibit I & II (attached) are tables of the 19 options which staff has developed. Exhibit I has the top two recommended options and Exhibit II has the other 17 options. Each of the 19 options contain research related to zoning, parking, traffic, cost and financial viability, future revenue, and other relevant factors. Although consideration was given to all options, two options appear to be the most legally and financially viable: (1) Option A – CHI redevelopment of 17 mixed income apartments and 6 single family lots, and (2) Option D – Selling the property for use as a private school. The other 17 options are either not legally viable due to current zoning or not financially viable due to the cost of redevelopment, with consideration also given to increased traffic and parking requirements. Consideration was also given to the expressed disfavor for demolition of the building shown by a majority of the residents at the November 28, 2016 City Council workshop. Therefore, highlights of each of the two options recommended by staff are as follows:

Option A - CHI Redevelopment – 17 apartments, mixed income, 6 single family lots

- The cost to the City has been researched and detailed.
- The City has received one grant (from IEDA for \$3 million) and one loan (from IFA for \$625,000 at 1%) for this option. If this option is not selected the City will not be able to accept these funds and the funds from IEDA will be returned to the federal government.
- Preserves and maintains the historic character and tradition of the building.
- Makes an investment of almost \$6 million (\$4.78 million for the redevelopment of Phenix and \$1.2 million for six single family homes) to the neighborhood and City.
- Generates additional property tax to the City, School District and County.
- Provides 23 housing units (17 apartments in Phenix and 6 single family) to the neighborhood.
- Generates the second lowest average daily traffic generation of the nineteen options (senior apartments being the lowest).
- Discontinues operation and maintenance obligations of two non-safety compliant playgrounds.
- Provides reimburse to the City for incurred maintenance and administrative costs of approximately \$92,000 through the Woodland Hills Urban Renewal Area LMI fund.
- Adheres to the proposal that was extensively discussed during the Historic West Des Moines Master Plan process and which was favored by many, if not all, of the committee members and stakeholders.
- Requires CHI to maintain the building for a minimum of 10 years as mixed income apartments.
- The required zoning amendment to allow for medium density multi-family use maintains and is consistent with the residential character of the surrounding area.
- Recognizes and fulfills the good-faith commitment made by CHI to the City to provide moderate and market rate housing in Valley Junction.

Option D – Sell Entire Property to a Private School

- Two private schools which are already operating in West Des Moines (Iowa Christian Academy and New Horizons Academy) have expressed interest in acquiring the entire site.
- Maintaining the site for school use is consistent with the current use, which is favored by several neighboring residents.
- The City could potentially recoup its investment (purchase, maintenance, and administration) through sale of the entire site.
- Preserves and maintains the historic character and tradition of the building.
- The two existing playgrounds could remain if required safety standards are met.
- Significant investment and rehabilitation and updating to the building would be made, although a quantifiable impact is yet unknown.
- Although a conditional use permit would be required, rezoning of the property would not be necessary.
- Parking lot expansion may be needed to meet current requirement, although the City Council could provide a waiver.

- No property tax revenue would be provided to the City, School District or County.

Staff Recommendation:

Based upon the factors provided in this communication, it is staff recommendation that the City Council approve sale of the Phenix School site to CHI, Inc. for use as mixed-income apartments or consider sale of the site for use as a private school. An advertisement and sealed proposal process is recommended should Council elect sale for use as a private school.

A public hearing regarding the City Council's ultimate decision will be held on January 23, 2017.

OUTSTANDING ISSUES (if any): None

ATTACHMENTS:

- Exhibit I - Top Two Viable Phenix Site Options
- Exhibit II - Other Phenix Options
- Exhibit III - Email from Ann Schmid, Iowa Economic Development Authority

Lead Staff Member: Christine Gordon, Housing Planner

STAFF REVIEWS

Department Director	Clyde E. Evans
Appropriations/Finance	Tim Stiles
Legal	
Agenda Acceptance	<i>RTG JS</i>

PUBLICATION(S) (if applicable)

Published In	NA
Dates(s) Published	NA

SUBCOMMITTEE REVIEW (if applicable)

Committee	NA		
Date Reviewed	NA		
Recommendation	Yes	No	Split

- ¹ City Council public meetings where Phenix was discussed
- 6-30-14 – City Council Meeting – Approval for Ahlers & Cooney, P.C., to represent City of West Des Moines and WDM School District in the negotiation and sale of Phenix
 - 8-13-14 – Finance & Administration Council Sub-committee meeting – Discussed application to Iowa Economic Development Authority (IEDA) for CDBG funding for Phenix
 - 8-25-14 – City Council Meeting – Approval of grant application to IEDA for Phenix
 - 9-8-14 – City Council Meeting – Approval of option agreement to purchase school and site
 - 3-21-16 – City Council Meeting – Workforce Housing Loan Application approved for submittal to Iowa Finance Authority for Phenix
 - 9-19-16 – City Council Meeting – Historic WDM Master Plan is presented to City Council. Phenix is discussed during the presentation of the plan
 - 10-31-16 – City Council Meeting – Acceptance of Workforce Housing Loan Agreement with Iowa Finance Authority

Phenix Site Options
Building is 38,656 Sq. Ft.
Site is 3.3 Acres
Currently 42 parking spots

Option	Zoning Required	Is this use possible at the Phenix Site?	Zoning Change Required	Parking Requirement	Traffic Generation - Average Weekday Trips	Building stays?	Costs to City	How costs can be paid?	Possible City Revenue to Offset Costs	Property Tax Revenue to the City per Year	Single Family Houses on surrounding lots?	Possible Partner(s)	
A	CHI redevelopment - 17 apartments, mixed income, 6 single family houses	Medium Density	Yes, Rezone to Medium Density and Permitted Condition	Yes	35 Spaces	170.17	Yes	\$855,000	Woodland Hills TIF	Depends on 6 single family lots	\$13,170.60	Yes	Community Housing Initiatives
D	Sell entire property to private school	821 - Elementary and secondary schools	Yes	Yes	Estimating 95 parking spaces needed for school of 200 students and 25 staff, 1 space/employee; 1 space/10 student desks, 25 space pickup/drop off queuing lane, 1 space/8 seats for the auditorium/gymnasium	596.37	Yes	\$825,388	City General Fund	\$825,388	\$0.00	Yes	New Horizons Academy, Iowa Christian Academy

Cost Details
 \$70,388 - Bldg. Maintenance to date
 \$20,000 - Administration
 \$200,000 - Costs Incurred by CHI
 \$370,000 - Demolition of Building
 \$1,050,000 - entire block into parking lot
 \$535,000 cost to purchase entire block and bldg.
 \$50,000/lot subsidy for low/mod single family houses

Phenix Site Options

Building Is 38,656 Sq. Ft.
Site Is 3.3 Acres
Currently 42 parking spots

Option	Zoning Required	Is this use possible at the Phenix Site?	Zoning Change Required	Parking Requirement	Traffic Generation - Average Weekday Trips	Building stays?	Costs to City	Column?	How costs can be paid?	Possible City Revenue to Offset Costs	Property Tax Revenue to the City per Year	Single Family Houses on surrounding lots?	Possible Partner(s)
M	Museum/WDM Historical Society	84 - Museums, art galleries, botanical and zoological gardens	No	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
N	Hotel in current building	701 - Hotels and Motels	No, staff has determined that use too inconsistent with established surrounding zoning	Yes	1 space/guestroom, 1 space/employee	449.35	Yes	\$825,388	City General Fund	\$825,388	\$36,902.89	No	
O	Sell block back to WDM School District	821 - Elementary and secondary schools	Yes	Yes	1 space/employee; 1 space/10 student desks; 25 space pickup/drop off queuing lane; 1 space/8 seats for the auditorium/gymnasium	596.37	Yes	\$825,388	City General Fund	\$535,000	\$0.00	Yes	WDM School District
P	Senior Apartments	Medium Density	Yes, Rezone to Medium Density and Permitted Condition	Yes	Depends on unit mix 1.5 spaces/efficiency, 2 spaces/1-2 bedroom units, 2.5 spaces/3+ bedroom units, plus 1 space/300 sq lease management office	58.48	Yes	\$825,388	City General Fund	\$825,388	\$7,021.08	Yes	
Q	Church	8661 - Religious Facilities	Yes	Yes	1 space/4 fixed seats (18 linear inches of bench = 1 seat) plus 1 space per 50 sq of assembly area. Additional parking may be required for daycare, preschool, or other school/classroom/gymnasium uses.	352.10	Yes	\$825,388	City General Fund	\$535,000	\$0.00	Yes	
R	Do Nothing with building	NA	NA	NA	NA	Yes	\$825,388	City General Fund	\$535,000	\$0.00	NA	NA	
S	City office/Community Space	91 - Executive, legislative, and general government, except finance	Yes, with Permitted Condition	Yes	1 space/225 sq 38,656/225 = 171 spaces	1,907.14	Yes	\$825,388 + renovation costs	City General Fund	\$0	\$0.00	Yes	NA

Cost Details
 \$70,388 - Bldg. Maintenance to date
 \$20,000 - Administration
 \$200,000 - Costs incurred by CHI
 \$370,000 - Demolition of Building
 \$1,050,000 - entire block into parking lot
 \$535,000 cost to purchase entire block and bldg.
 \$50,000/lot subsidy for low/mod single family houses

Gordon, Christine

From: Schmid, Ann [IEDA] <Ann.Schmid@IowaEDA.com>
Sent: Friday, January 06, 2017 2:00 PM
To: Gordon, Christine
Subject: RE: Please call me ASAP

Christine,

Per our conversations today, it is IEDA's understanding that the Phenix school will be an agenda item at the January 9th City Council meeting; however, an official Public Hearing regarding the final determination for the use of the Phenix School and the City's official acceptance or return of the awarded CDBG-Disaster funds will take place at the January 23rd City Council meeting.

IEDA cannot accept any further delays beyond January 23rd.

Please continue to keep us up to date on the City's actions as they relate to this matter.

Regards,

Ann Schmid | Historic Preservation Specialist
| Housing Project Manager


IOWA ECONOMIC DEVELOPMENT AUTHORITY
200 East Grand Avenue | Des Moines, Iowa 50309
PH: 515.725.3078 | ann.schmid@iowaeda.com
iowaeconomicdevelopment.com

From: Schmid, Ann [IEDA]
Sent: Friday, January 06, 2017 11:12 AM
To: 'Gordon, Christine' <Christine.Gordon@wdm.iowa.gov>
Subject: RE: Please call me ASAP

Christine,

I understand you probably need something definitive from us before noon today.

Let me know if a special meeting is possible, and if so we'll go with that. If not I can provide a response as soon as I know more.

Thanks,
Ann

From: Gordon, Christine [<mailto:Christine.Gordon@wdm.iowa.gov>]
Sent: Friday, January 06, 2017 8:15 AM

NO CHANGE FROM PREVIOUS READING

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

Date: January 9, 2017

ITEM: Fox Valley, Generally north of SE Fox Valley Drive and approximately 900' west of SE Beaverbrook Trail – Rezone 13 acres from Medium Density Residential (RM-12) to Single Family Residential (R-1) consistent with the Comprehensive Plan Land Use designation - Charles I. & Ruth Colby National Development Trust – ZC-003292-2016

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

FINANCIAL IMPACT: Undetermined.

BACKGROUND: The applicant, Charles I. & Ruth Colby National Development Trust is requesting approval to designate 13 acres from Medium Density Residential (RM-12) to Single Family Residential (R-1) zoning consistent with the Comprehensive Plan Land Use designation.

Previous Council Action:

Vote: 5-0 approval

Date: December 27, 2016

Motion: Approval of the First Reading of the Ordinance.

At the December 27, 2016, City Council meeting, the City Council also voted to approve a Comprehensive Plan Land Use Map Amendment to change the same 13 acres from Medium Density Residential (MD) to Single Family Residential (SF) on the City Comprehensive Plan Land Use Map.

OUTSTANDING ISSUES: There are no outstanding issues.

RECOMMENDATION: Based upon the preceding review and a finding of consistency with the goals and policies of the Comprehensive Plan, staff recommends the City Council approve the second reading, waive the third reading and adopt the ordinance approving the rezoning request to amend the Zoning Map to designate 13 acres from Medium Density Residential (RM-12) to Single Family Residential (R-1) consistent with the Comprehensive Plan Land Use designation, subject to the applicant meeting all City Code requirements.

Lead Staff Member: Brian S. Portz, AICP *BP*

STAFF REVIEWS:

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

PUBLICATION(S) (if applicable)

Published In	Des Moines Register Community Section
Date(s) Published	December 9, 2016
Letter sent to surrounding property owners	December 6, 2016

SUBCOMMITTEE REVIEW (if applicable)

Committee	Development & Planning		
Date Reviewed	November 28, 2016		
Recommendation	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Split <input type="checkbox"/>

ATTACHMENTS: Attachment A - Proposed Ordinance
Exhibit A - Proposed Zoning Map

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

ORDINANCE NO.

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

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

SECTION 1. AMENDMENT: The Zoning Map of the City of West Des Moines, Iowa, is hereby amended as illustrated in Exhibit A, by designating, in compliance with the adopted City of West Des Moines Comprehensive Land Use Plan, 13 acres as Single Family Residential (R-1).

Legal Description

PART OF THE NORTHWEST ¼ OF THE SOUTHEAST ¼ SECTION OF 4-77-25 IN AND NOW FORMING A PART OF THE CITY OF WEST DES MOINES, WARREN COUNTY, IOWA.

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

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

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

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

Approved and passed by the City Council on the ____ day of _____, 2017.

Steven K. Gaer, Mayor

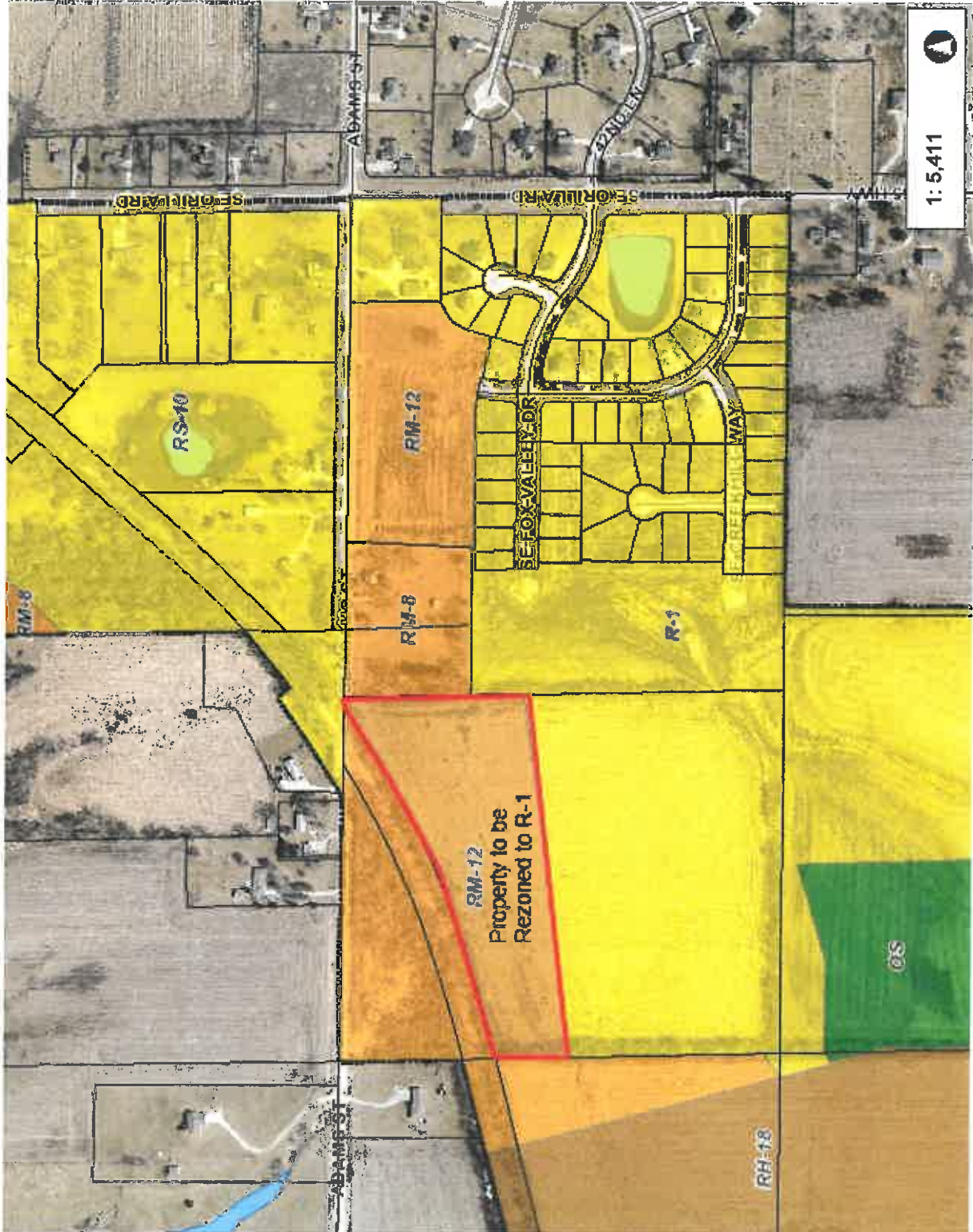
ATTEST:

Ryan T. Jacobson
City Clerk

I certify that the foregoing was published as Ordinance No. _____ on the _____ day of _____, 2017.

Ryan T. Jacobson
City Clerk

Fox Valley Plat 4 Rezoning



1: 5,411



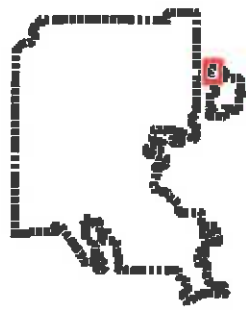
Disclaimer: The City of West Des Moines makes no warranties regarding the accuracy or completeness of the data provided herein.
THIS MAP IS NOT TO BE USED FOR NAVIGATION

Legend

- Parcels
- ▣ Zoning Area Labels
- ▤ Town Center Overlay District
- ▥ Zoning Conditional Zones
- ▧ Zoning PUD Boundaries

Zoning

- Unzoned
- Open Space/Agricultural (OS)
- Residential Estate (RE)
- Residential Single-Family (RS)
- Single-Family Residential (R-1)
- Single-Family - Commerce Resider
- Single-Family - Valley Junction Res
- Manufactured Housing (MH)
- Residential Medium-Density (RM)
- Residential High-Density (RH)
- Neighborhood Commercial (NC)
- Convenience Commercial (CVC)
- Valley Junction Historic Business (VJH)
- Valley Junction Commercial (VJC)
- Community Commercial (CMC)
- Support Commercial (SC)
- Regional Commercial (RC)
- Office (OF)
- Professional Commerce Park (PCP)
- Warehouse Retail (WR)
- Business Park (BP)
- Valley Junction Light Industrial (VLI)
- Light Industrial (LI)
- General Industrial (GI)
- PUD - Open Space



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

DATE: January 9, 2017

ITEM:

Resolution – Award Contract
Public Safety Station 21 HVAC Improvements

FINANCIAL IMPACT:

The engineering estimate of construction cost was estimated to be \$880,000.00 for the Public Safety Station 21 HVAC Improvements. There was one (1) bid submitted in the amount of \$1,178,300.00 by Woodruff Construction, LLC of Ames, Iowa. Payments for the work could 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. Fire Administration Staff will be relocated from the facility during construction. Fire Fighting Staff will remain active at this facility during construction. The project is anticipated to be completed by May 19, 2017.

The Public Hearing for this Project was conducted at the regularly scheduled City Council meeting on December 27, 2016. A Resolution adopting the Plans & Specifications, Form of Contract, and Estimate of Cost was also approved at that same meeting. In addition, the report of bids was received and filed at that same meeting with action being deferred until this meeting.

City Staff and the Consultant have met and discussed options, and are recommending award of the construction contract. It is believed that there will not be a high probability of receiving better prices if the project were re-bid. In addition to these HVAC improvements, a roof replacement, generator/electrical service replacement, and bay heaters/lighting replacement projects will be needed and are proposed within upcoming budget cycles. City Staff believe that when these improvements are complete, the life of the facility could be extended for approximately 20 years. At this current time, it is anticipated that the current building will remain in place without major changes in function or general configuration for the foreseeable future.

No Public Services meeting was held in advance of this meeting and no emails were distributed to the Public Services Subcommittee.

OUTSTANDING ISSUES: None.

RECOMMENDATION:

City Council Adopt:

- Resolution awarding the construction contract to Woodruff Construction, LLC

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	Des Moines Register
Dates(s) Published	December 16, 2016

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

RESOLUTION 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:

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

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 Woodruff Construction, LLC, in the amount of \$1,178,300.00 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 Public Safety Station 21 HVAC Improvements, is hereby awarded to Woodruff Construction, LLC, in the amount of \$1,178,300.00 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 9th day of **January, 2017**.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk



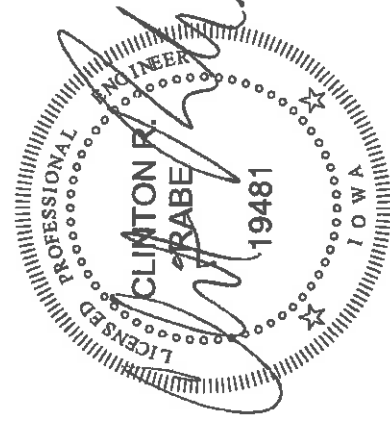
**City of West Des Moines
Public Safety Station 21 HVAC Improvements**

Bid Tabulation Form

12/21/2016

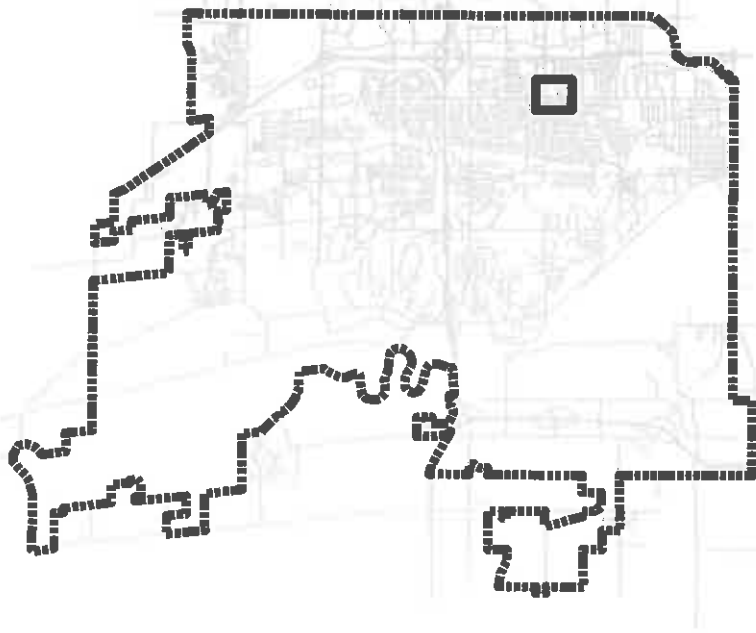
Bidder	Addendum #1 Acknowledged	Addendum #2 Acknowledged	Addendum #3 Acknowledged	Bid Bond Present	Bidder Status Form Present	Base Bid	Alternate #1	Notes
Woodruff Construction	X	X	X	X	X	\$ 1,178,300.00	NONE	

Notes:





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: January 9, 2017

ITEM:

Resolution - Opening and Closing Public Hearing
Approval of the Acquisition of Property, Including Agricultural Property
Project Osmium Public Infrastructure

FINANCIAL IMPACT:

None at this time.

BACKGROUND:

Pursuant to state law, a municipality is required to provide notice and hold a public hearing to receive public input regarding the site selection of a public improvement project when the acquisition of agricultural property for the project is necessary.

The attached Resolution opens and closes the public hearing; approves the location of the project; approves the acquisition of property, including agricultural property necessary for the project, at the fair market value to be established by compensation estimate and/or appraisal; approves hiring of appraiser; and approves initiation and completion of condemnation proceedings, if necessary.

This agenda item was distributed to the Public Services Subcommittee by e-mail only since there was no meeting.

OUTSTANDING ISSUES: None.


RECOMMENDATION:

City Council Adopt:

- Resolution Opening and Closing Public Hearing Regarding Site Selection and Approval of the Acquisition of Property, Including Agricultural Property

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

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	Des Moines Register
Dates(s) Published	December 30, 2016

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Services		
Date Reviewed	November 7, 2016		
Recommendation	Yes	No	Split

RESOLUTION OPENING AND CLOSING PUBLIC HEARING REGARDING THE FINAL DESIGN AND SITE SELECTION AND APPROVAL OF THE ACQUISITION OF PROPERTY, INCLUDING AGRICULTURAL PROPERTY, FOR THE CONSTRUCTION OF THE

PROJECT OSMIUM PUBLIC INFRASTRUCTURE

WHEREAS, the City of West Des Moines has previously approved funding for the construction of the Project Osmium Public Infrastructure Project (hereinafter "Project"); and

WHEREAS, the proposed project site includes agricultural property; and

WHEREAS, Code of Iowa Section 6B.2A requires a municipality to hold a public hearing to receive input regarding the site selection for a public improvement project in which agricultural property will be acquired, and Code of Iowa Section 6B.2D requires a municipality to allow individuals with an interest in property that may be acquired for the Project to voice objection to the Project; and

WHEREAS, pursuant to state code the City has provided written and published notice regarding the public hearing to each owner and contract purchaser of agricultural property, and has provided written notice to each known owner, contract purchaser and tenant of property that may be acquired for the Project; and

WHEREAS, pursuant to Code of Iowa Section 6B.2A, published notice of the public hearing was made on December 30, 2016, a copy of which is on file in the Office of the City Clerk; and

WHEREAS, the City Council has received public input regarding the general nature of the Project, including objections to the Project, has determined the source of funding for the Project, has reviewed the site-specific location of the Project and has determined that the acquisition of property, including the acquisition of agricultural property through voluntary purchase or condemnation is for a public purpose and necessary for completion of the Project; and

WHEREAS, upon consideration of the information received by the City Council, including public input regarding the Project, the City Council has determined that it is in the best interest of the City of West Des Moines to proceed with the construction of the Project.

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

1. Pursuant to Code of Iowa Section 6B.2A, written and published notice of the public hearing has been properly made to each owner and contract purchaser of agricultural property which may be needed for construction of the Project.
2. Pursuant to Code of Iowa Section 6B.2D, written notice of the public hearing has been properly made to each known property owner, contract purchaser and tenant of property that may be acquired for the Project in order for these owners, purchasers and tenants to voice objections to the Project.
3. Input from individuals with an interest in property to be acquired for the Project, including the owners and contract purchasers of agricultural property, have been received and considered.

4. The public hearing on this matter is closed.
5. The site selection of the Project, which shall be funded with funds identified by the City of West Des Moines at the hearing, has been reviewed and is acceptable and appropriate.
6. The City shall obtain compensation estimates and/or appraisals establishing the fair market value of the property and easements required for construction of the Project, the locations and descriptions of which are shown on the attached Exhibit "A".
7. Pursuant to the property acquisition policy of the City of West Des Moines, acquisition of all property and easements necessary for the construction of the Project is hereby approved.
8. City staff is authorized to acquire M.A.I. appraisals or formulate compensation estimates establishing the fair market value of the property necessary for the Project.
9. City staff is further authorized to acquire the property and easements through voluntary acquisition or gift based upon the fair market value of each property as determined by the M.A.I. appraisal or compensation estimates, which upon the appraisals/estimates completion are hereby approved (copies of which shall be on file in the Office of the City Clerk).
10. Upon the inability of the City to acquire the property voluntarily or by gift, condemnation of such property is hereby approved. The City Legal Department is authorized to initiate and complete condemnation proceedings.
11. Acquisition of property related to the Project shall be done in accordance with all local, state and federal laws and regulations.

PASSED AND ADOPTED this 9th day of January, 2017.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk



LEGEND

NOTIFIED PROPERTIES 



PROJECT:

Osmium Public Infrastructure

LOCATION:

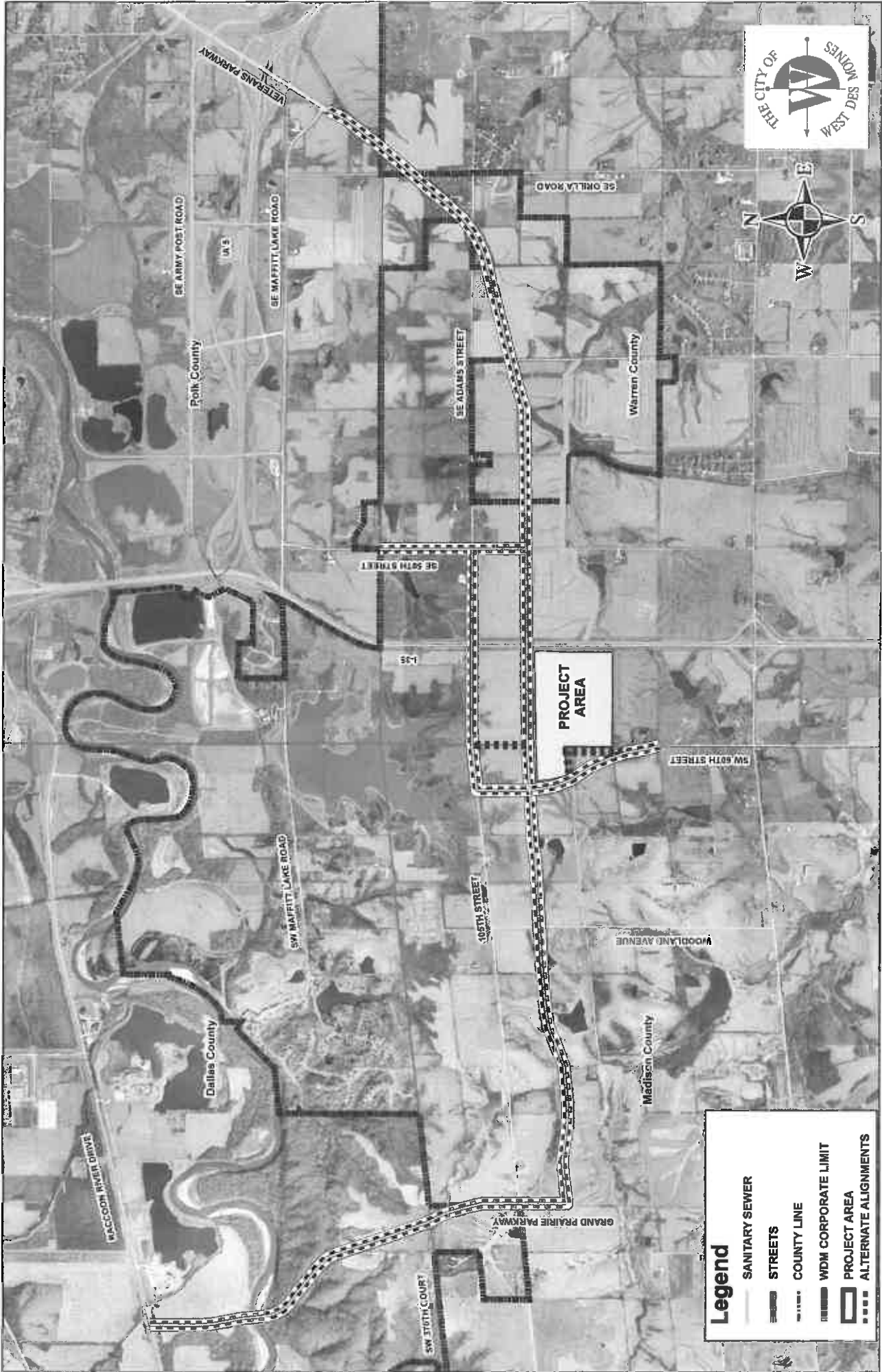
Dallas Madison Warren Polk Counties

DRAWN BY: REF

DATE: 1/04/2017

PROJECT: S:\PWENGR\0030 Engineering Division\030 ROW Acquisition Services\Pinkies

SHT. 1 of 1



- Legend**
- SANTARY SEWER
 - STREETS
 - COUNTY LINE
 - WDM CORPORATE LIMIT
 - ▭ PROJECT AREA
 - ▭ ALTERNATE ALIGNMENTS

PROJECT AREA

VETERANS PARKWAY

SE ARMY POST ROAD

SE HARTT LAKE ROAD

SE ORILLA ROAD

Polk County

SE ADAMS STREET

Warren County

SE 50TH STREET

I-25

SW 60TH STREET

SW HARTT LAKE ROAD

105TH STREET

WOODLAND AVENUE

Dallas County

Madison County

WACCOON HIKER DRIVE

GRAND PRAIRIE PARKWAY

SW 57TH COURT

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

ITEM: Public Hearing, FY 16-17 Budget Amendment #4

DATE: January 9, 2017

FINANCIAL IMPACT: There will be no increase to the tax rates as a result of this amendment. Details of the more significant adjustments include the following:

General Fund – net increase to the fund of \$130,492

The general fund piece of this amendment primarily consists of: (1) the addition of \$377,434 to update the amount due from Dallas County related to the Jordan Creek TIF 28E Agreement and (2) the addition of revenue and expenses each of \$156,200 for insurance proceeds received and settlements paid.

Other specific items of note within the General Fund are as follows:

- \$45,000 increase to Engineering Services expenses to study proposed future developments.
- \$15,000 increase to Engineering Services expenses for the costs to dispose of surplus City-owned land.
- \$15,000 increase to the Public Services Community Compliance division for unemployment expenses.
- \$51,400 increase to the Engineering Services and City Manager's office to purchase furniture and fixtures related to the reorganization of staff within those departments
- Carryover of \$108,522 of expenses related to the Finance Software Implementation and HR System assessment which were budgeted and begun in FY 15-16.
- \$22,000 expense has been added for the replacement of two failed heat pumps in City Hall.

Special Revenue Fund - net decrease to the fund of \$1,632,740

- \$1,646,045 increase to transfers out for debt payments related to TIF bonds.
- \$115,300 increase in revenue to reclassify property tax replacement funds (backfill) related to property located in TIF areas.

Debt Service Fund - net decrease to the fund of \$1,259,520

- \$1,825,775 increase to principal for bond payments as a result of recent issuances
- \$1,149,790 increase to interest for bond payments as a result of recent issuances
- \$1,646,045 increase to transfers in for the payment of bonds from TIF Fund proceeds.

Capital Projects Fund - net decrease to the fund of \$14,615,050

Revenue for the Capital Projects Fund will increase by \$1,637,950 due to the Iowa Department of Transportation grants received and contribution from other entities for joint projects.

Expenses for Capital Projects will increase by \$16,253,000, major adjustments in expenditures (defined as being over \$200,000) for the following public improvements are due to two factors –

(1) Projects were not identified when the budget was originally approved in February of 2016 but have been approved by Council since that time:

Veterans Parkway – Adams to SE 50 th St	\$ 1,208,400
SE 50 th and SE Adams	386,200
Veterans Parkway – SE 50 th to SW 60 th St	1,647,500
Osmium Environmental Services	470,200
Veterans Pkwy – SW 60 th to SW Wild Rose	941,600
Veterans Pkwy – SW Wild Rose to SW GPP	860,000
GPP – Veterans Parkway to Madison Ave	794,200
SW 60 th – Veterans Parkway South	614,000
	<u>614,000</u>
	\$ 6,922,100

(2) Several projects which had been scheduled for completion in FY 15-16 but needed to be carried over to FY 16-17:

Public Works Mechanical System	\$ 278,905
Ashworth Road Reconstruction – JCP to 81 st St	206,078
Grand Prairie Parkway – MCP to Wendover	800,629
Grand Ave Improvements Phase 5	906,673
S. Grand Prairie Parkway	1,327,381
University Ave Resurfacing	1,110,151
Valley Junction Activity Center Renovation	211,423
	<u>211,423</u>
	\$ 4,841,240

Business Type/Enterprise Fund - net decrease to the fund of \$4,340,417

- \$484,880 increase to revenue for Waukee’s share of the Fox Creek Trunk Sewer project.
- Expenses for Sanitary Sewer and Stormwater Capital projects will increase by \$4,694,467. Several projects totaling \$4,268,447 which had been scheduled for completion in FY 15-16 have not been completed and are being updated and carried over to FY 16-17, major adjustments in expenditures (defined as being over \$200,000) are for the following public improvements :

Fox Creek Sewer Extension	\$ 824,909
Fox Creek Sewer Phase 1	395,908
South Service Area Segment 3	429,563
Maple Grove Lift Station and Force Main	238,508
Raccoon River Basin Segment 5 Sewer	523,374
South Area Segment 2 Browns Woods	245,824
Walnut Creek Outfall	250,468
Sugar Creek Conveyance Improvements	679,124
Middle Creek Trunk Sewer Extension	426,020
	<u>426,020</u>
	\$4,013,698

- \$30,000 increase in expense for City's share of Polk County Watershed Coordinator position.
- \$122,600 increase in expense in the Vehicle Replacement Fund for updated costs.

BACKGROUND: This is a public hearing on Amendment #4 to the City's FY 2016-17 operating and capital budget. The Finance Director and Budget Analyst developed this amendment after reviewing all expenditure levels and receiving input from several of the departments. The amendment was presented and discussed with the Finance & Administration Committee on December 14, 2016, where the Committee recommended approval.

RECOMMENDATION: Adopt Resolution approving Amendment #4 to the FY 2016-17 operating and capital budget.

Lead Staff Member: Chris Hamlett, Budget Analyst *CH*

STAFF REVIEWS

Department Director	Tim Stiles, Finance Director <i>TS</i>
Appropriations/Finance	
Legal	
Agenda Acceptance	<i>W</i>

PUBLICATION(S) (if applicable)

Published In	The Des Moines Register
Dates(s) Published	December 30, 2016

SUBCOMMITTEE REVIEW (if applicable)

Committee	Finance & Administration		
Date Reviewed	December 14, 2016		
Recommendation	<u>Yes</u>	No	Split

RESOLUTION

A RESOLUTION ADOPTING AN AMENDMENT TO THE ANNUAL BUDGET FOR THE CURRENT FISCAL YEAR ENDING JUNE 30 2017.

WHEREAS, on January 9, 2017 the City Council approved and adopted an amendment to the City's annual budget for the current fiscal year ending June 30, 2017, and

WHEREAS, further amendment to the City's annual budget for the current fiscal year ending June 30, 2017 is necessary to reflect changing estimates of revenue and expenditure appropriations and adjustments in expenditures across all programs and transfers between funds and between programs; and

WHEREAS, the provisions of Chapter 384, Code of Iowa require a public hearing on the amendment to the City's annual budget for the current fiscal year ending June 30, 2017, and

WHEREAS, those residents and taxpayers of the City interested in the amendment to the City's annual budget for the current fiscal year ending June 30, 2017, have been given an opportunity to present to the City Council objections to any part of the amendment budget and arguments in favor of any part of the amendment budget at this public meeting.

NOW THEREFORE, BE IT RESOLVED that upon due consideration of all view and comments presented by City residents and taxpayers, the public hearing on the amendment to the City of West Des Moines annual budget for the current fiscal year ending June 30, 2017 is hereby closed.

PASSED AND APPROVED this 9th day of January, 2017.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, CMC
City Clerk

77-727

CITY BUDGET AMENDMENT AND CERTIFICATION RESOLUTION - FY 2017 - AMENDMENT #4

To the Auditor of POLK, DALLAS, WARREN, & MADISON County, Iowa:

The City Council of West Des Moines in said County/Countries met on 1/9/2017, at the place and hour set in the notice, a copy of which accompanies this certificate and is certified as to publication. Upon taking up the proposed amendment, it was considered and taxpayers were heard for and against the amendment.

The Council, after hearing all taxpayers wishing to be heard and considering the statements made by them, gave final consideration to the proposed amendment(s) to the budget and modifications proposed at the hearing, if any, thereupon, the following resolution was introduced.

RESOLUTION No. _____

A RESOLUTION AMENDING THE CURRENT BUDGET FOR THE FISCAL YEAR ENDING JUNE 30 2017
(AS AMENDED LAST ON 10/17/2016.)

Be it Resolved by the Council of the City of West Des Moines

Section 1. Following notice published 12/30/2016

and the public hearing held, 1/9/2017 the current budget (as previously amended) is amended as set out herein and in the detail by fund type and activity that supports this resolution which was considered at that hearing:

	Total Budget as certified or last amended	Current Amendment	Total Budget after Current Amendment
Revenues & Other Financing Sources			
Taxes Levied on Property	1 52,096,862	0	52,096,862
Less: Uncollected Property Taxes-Levy Year	2 0	0	0
Net Current Property Taxes	3 52,096,862	0	52,096,862
Delinquent Property Taxes	4 0	0	0
TIF Revenues	5 11,999,963	0	11,999,963
Other City Taxes	6 4,652,139	0	4,652,139
Licenses & Permits	7 1,429,530	0	1,429,530
Use of Money and Property	8 316,000	80,800	396,800
Intergovernmental	9 18,384,150	2,673,954	21,058,104
Charges for Services	10 19,393,800	124,375	19,518,175
Special Assessments	11 215,000	0	215,000
Miscellaneous	12 11,288,180	173,570	11,461,750
Other Financing Sources	13 29,146,400	10,800	29,157,200
Transfers In	14 83,163,097	1,646,045	84,809,142
Total Revenues and Other Sources	15 232,085,121	4,709,544	236,794,665
Expenditures & Other Financing Uses			
Public Safety	16 32,309,076	214,970	32,524,046
Public Works	17 9,954,019	112,050	10,066,069
Health and Social Services	18 1,202,431	0	1,202,431
Culture and Recreation	19 8,908,715	22,230	8,930,945
Community and Economic Development	20 8,062,005	143,180	8,205,185
General Government	21 8,563,353	195,422	8,758,775
Debt Service	22 19,416,853	2,975,565	22,392,418
Capital Projects	23 49,356,730	16,253,000	65,609,730
Total Government Activities Expenditures	24 137,773,182	19,916,417	157,689,599
Business Type / Enterprises	25 39,423,437	4,864,317	44,287,754
Total Gov Activities & Business Expenditures	26 177,196,619	24,780,734	201,977,353
Transfers Out	27 83,163,097	1,646,045	84,809,142
Total Expenditures/Transfers Out	28 260,359,716	26,426,779	286,786,495
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out Fiscal Year	29 -28,274,595	-21,717,235	-49,991,830
Beginning Fund Balance July 1	30 174,713,609	59,472,469	234,186,078
Ending Fund Balance June 30	31 146,439,014	37,755,234	184,194,248

Passed this _____ day of _____
(Day) (Month/Year)

Signature
City Clerk/Finance Officer

Signature
Mayor

NOTICE OF PUBLIC HEARING
AMENDMENT OF FY2016-2017 CITY BUDGET

The City Council of West Des Moines in POLK, DALLAS, WARREN, & MADISON County, Iowa
will meet at Council Chamber of WDM City Hall
at 5:30 on 1/9/2017
(hour) (Date)

,for the purpose of amending the current budget of the city for the fiscal year ending June 30, 2017
(year)
by changing estimates of revenue and expenditure appropriations in the following functions for the reasons given.
Additional detail is available at the city clerk's office showing revenues and expenditures by fund type and by activity.

		Total Budget as certified or last amended	Current Amendment	Total Budget after Current Amendment
Revenues & Other Financing Sources				
Taxes Levied on Property	1	52,096,862		52,096,862
Less: Uncollected Property Taxes-Levy Year	2	0		0
Net Current Property Taxes	3	52,096,862	0	52,096,862
Delinquent Property Taxes	4	0		0
TIF Revenues	5	11,999,963		11,999,963
Other City Taxes	6	4,652,139		4,652,139
Licenses & Permits	7	1,429,530		1,429,530
Use of Money and Property	8	316,000	80,800	396,800
Intergovernmental	9	18,384,150	2,673,954	21,058,104
Charges for Services	10	19,393,800	124,375	19,518,175
Special Assessments	11	215,000		215,000
Miscellaneous	12	11,288,180	173,570	11,461,750
Other Financing Sources	13	29,146,400	10,800	29,157,200
Transfers In	14	83,163,097	1,646,045	84,809,142
Total Revenues and Other Sources	15	232,085,121	4,709,544	236,794,665
Expenditures & Other Financing Uses				
Public Safety	16	32,309,076	214,970	32,524,046
Public Works	17	9,954,019	112,050	10,066,069
Health and Social Services	18	1,202,431		1,202,431
Culture and Recreation	19	8,908,715	22,230	8,930,945
Community and Economic Development	20	8,062,005	143,180	8,205,185
General Government	21	8,563,353	195,422	8,758,775
Debt Service	22	19,416,853	2,975,565	22,392,418
Capital Projects	23	49,356,730	16,253,000	65,609,730
Total Government Activities Expenditures	24	137,773,182	19,916,417	157,689,599
Business Type / Enterprises	25	39,423,437	4,864,317	44,287,754
Total Gov Activities & Business Expenditures	26	177,196,619	24,780,734	201,977,353
Transfers Out	27	83,163,097	1,646,045	84,809,142
Total Expenditures/Transfers Out	28	260,359,716	26,426,779	286,786,495
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out Fiscal Year	29	-28,274,595	-21,717,235	-49,991,830
Beginning Fund Balance July 1	30	174,713,609	59,472,469	234,186,078
Ending Fund Balance June 30	31	146,439,014	37,755,234	184,194,248

Explanation of increases or decreases in revenue estimates, appropriations, or available cash:

Actual fund balance and cash on hand July 1, 2016 and miscellaneous revenues and expenditures revised from the amended budget.

There will be no increase in tax levies to be paid in the current fiscal year named above related to the proposed budget amendment. Any increase in expenditures set out above will be met from the increased non-property tax revenues and cash balances not budgeted or considered in this current budget.

Tim Stiles

City Clerk/ Finance Officer Name

Fund Summary

Fund Type	Revenues Inc (Dec)	Expenditures Inc (Dec)	Transfers In	Transfers (Out)	Net Inc (Dec)
General	\$ 695,999	\$ 565,507	\$ -	\$ -	\$ 130,492
Special Revenue	\$ 135,650	\$ 122,345	\$ -	\$ 1,646,045	\$ (1,632,740)
Debt Service	\$ 70,000	\$ 2,975,565	\$ 1,646,045	\$ -	\$ (1,259,520)
Capital Projects	\$ 1,637,950	\$ 16,253,000	\$ -	\$ -	\$ (14,615,050)
Business Type / Enterprise	\$ 523,900	\$ 4,864,317	\$ -	\$ -	\$ (4,340,417)
	\$ 3,063,499	\$ 24,780,734	\$ 1,646,045	\$ 1,646,045	\$ (21,717,235)

Revenue Detail

Account Number					Description	Current Budget	Change Inc (Dec)	Amended Budget	
Fund	Dept	Div	Acct	Sub Acct					
General Fund									
<i>Intergovernmental</i>									
100	610	700	4380	450	Local Agreement-Administration	\$ 380,000	\$ (120,000)	\$ 260,000	
100	610	700	4380	460	Local Agreement-Dallas Co Jorda	\$ 675,000	\$ 377,434	\$ 1,052,434	
115	550	560	4340	431	Local Grants Misc	\$ 160,000	\$ 110,140	\$ 270,140	
130	130	700	4300	409	Federal Grant Mis	\$ -	\$ 18,250	\$ 18,250	
<i>Sub-total Intergovernmental</i>							\$	385,824	
<i>Charges for Services</i>									
100	610	700	4400	500	Fees-Administration	\$ -	\$ 120,000	\$ 120,000	
130	130	700	4400	543	Fees-Special Events	\$ -	\$ 4,375	\$ 4,375	
<i>Sub-total Charges for Services</i>							\$	124,375	
<i>Miscellaneous</i>									
100	610	700	4640	733	Miscellaneous	\$ 4,000	\$ 18,800	\$ 22,800	
100	610	700	4630	720	Insurance	\$ -	\$ 150,000	\$ 150,000	
119	105	119	4630	720	Insurance	\$ -	\$ 6,200	\$ 6,200	
<i>Sub-total Miscellaneous</i>							\$	175,000	
<i>Other Financing Sources</i>									
100	610	700	4850	820	Sale of Property Equipment/Vehi	\$ -	\$ 10,800	\$ 10,800	
<i>Sub-total Other Financing Sources</i>							\$	10,800	
General Fund Total							\$	695,999	
Debt Service Fund									
<i>Use of Money & Property</i>									
200	000	070	4200	300	Interest Money Markets	\$ 14,000	\$ 70,000	\$ 84,000	
<i>Sub-total Other Taxes</i>							\$	70,000	
Debt Service Fund							\$	70,000	
Special Revenue Fund									
<i>Intergovernmental</i>									
330	000	000	4360	442	State-Property Tax Replacement	\$ -	\$ 115,300	\$ 115,300	
450	480	700	4360	443	Local Agreements-Library	\$ -	\$ 50,000	\$ 50,000	
<i>Sub-total Intergovernmental</i>							\$	165,300	
<i>Miscellaneous</i>									
407	105	700	4610	711	Donations	\$ 5,000	\$ 13,850	\$ 18,850	
450	480	700	4610	711	Donations	\$ 50,000	\$ (48,600)	\$ 1,400	
467	550	560	4600	706	Private Contributions	\$ -	\$ 5,100	\$ 5,100	
<i>Sub-total Miscellaneous</i>							\$	(29,650)	
Special Revenue Fund							\$	135,650	
Capital Projects									
<i>Grand Technology Gateway</i>									
0210 052.Funding									
500	000	000	4320	422	State Grants - DOT	\$ -	\$ 24,350	\$ 24,350	
<i>Sub-total Grand Technology Gateway</i>							\$	24,350	

Revenue Detail

Account Number						Current Budget	Change Inc (Dec)	Amended Budget
Fund	Dept	Div	Acct	Sub Acct	Description			
Revenue Continued								
<u>White Crane Rd - S. 8th to Dead End</u>								
0510 080 2014.Funding								
500	000	000	4320	422	State Grants - DOT	\$ -	\$ 1,446,600	\$ 1,446,600
Sub-total White Crane Rd - S.8th to Dead End							\$ 1,446,600	
<u>Public Safety Dispatching Computer System</u>								
120 001 2015.Funding								
500	000	000	4380	465	Local Agreements	\$ -	\$ 167,000	\$ 167,000
Sub-total Public Safety Dispatching Computer System							\$ 167,000	
Capital Projects Funds Total							\$ 1,637,950	
Business Type								
<u>Fox Creek Trunk Sewer</u>								
0510 005 2015.Funding								
640	000	000	4380	465	Local Agreement	\$ -	\$ 484,880	\$ 484,880
Sub-total Use of Fox Creek Trunk Sewer							\$ 484,880	
<u>Use of Money & Property</u>								
650	200	250	4200	301	Interest-Investments	\$ 2,000	\$ 10,800	\$ 12,800
Sub-total Use of Money & Property							\$ 10,800	
<u>Vehicle Replacement</u>								
700	200	240	4700	760	Internal Service Leases	\$ 1,718,930	\$ 28,220	\$ 1,747,150
Sub-total Vehicle Replacement							\$ 28,220	
Business Type Funds Total							\$ 523,900	
Revenue Total							\$ 3,063,499	

Transfers In/Out

Account Number						Current Budget	Change Inc (Dec)	Amended Budget
Fund	Function	Cost Center	Type	Line Item	Description			
Transfers In								
Debt Service								
200	000	099	4900	900	Transfers In		\$ 1,646,045	\$ 1,646,045
Total Debt Service Fund Transfers In							\$ 1,646,045	
Total Transfers In							\$ 1,646,045	
Transfers Out								
Special Revenue Funds								
330	000	099	5900	900	Transfer Out	\$ 2,008,061	\$ 276,502	\$ 2,284,563
341	000	099	5900	900	Transfer Out	\$ 2,028,425	\$ 707,905	\$ 2,736,330
351	000	099	5900	900	Transfer Out	\$ -	\$ 661,638	\$ 661,638
Total Special Revenue Fund Transfers Out							\$ 1,646,045	
Total Transfers Out							\$ 1,646,045	
Net Transfers In/Out							\$ -	

Expenditure Summary

Program	Change Inc (Dec)
Public Safety	
Operating	
Police Department	\$ 150,100
Station #18	\$ 6,500
Westside Station	\$ 28,220
Building Inspection	\$ 9,050
WestPet	\$ 6,200
Westcom	\$ 50
Operating Total	\$ 200,120
Special Revenue	
Police Gift Trust	\$ 14,850
Special Revenue Total	\$ 14,850
Public Safety Total	\$ 214,970
Public Works	
Operating	
Public Services-Traffic Control & Safety	\$ 4,400
Public Services-Community Compliance	\$ 21,000
Public Services-Fleet	\$ 4,000
Engineering Services-Support Services	\$ 10,000
Engineering Services-Capital Improvements	\$ 1,000
Engineering Services-Administration	\$ 71,650
Operating Total	\$ 112,050
Public Works Total	\$ 112,050
Culture & Recreation	
Operating	
Parks	\$ 5,330
Recreation	\$ 8,500
Valley Junction Activity Center	\$ 8,400
Culture & Recreation Total	\$ 22,230
Community & Economic Development	
Development Services	\$ 8,050
Community & Economic Development	\$ 275
Metro Home Improvement Program	\$ 27,360
Operating Total	\$ 35,685
Special Revenue	
Fuller Road TIF	\$ 1,300
Alluvion TIF	\$ 3,550
Westown V TIF	\$ 800
Woodland Hills TIF	\$ 129,205
Dallas County Local Housing Trust	\$ 5,764
HUD Entitlement Program	\$ (33,124)
Special Revenue Total	\$ 107,495
Community & Economic Development Total	\$ 143,180

Expenditure Summary

Program	Change Inc (Dec)
General Government	
Operating	
City Manager's Office	\$ 31,000
Finance-Accounting	\$ 13,500
Finance-Administration	\$ 72,748
Information Technology Services	\$ 5,250
Human Resources	\$ 38,524
City Hall	\$ 22,000
Leased City Property	\$ 2,400
Insurance	\$ 10,000
Operating Total	\$ 195,422
General Government Total	\$ 195,422
Debt Service	\$ 2,975,565
Capital Projects	\$ 16,253,000
Total Government Activities Expenditures	\$ 19,916,417
Business Type / Enterprise	\$ 4,864,317
Total Government Activities & Business Expenditures	\$ 24,780,734

Expenditure Detail - Public Safety

Account Number						Current Budget	Change Inc (Dec)	Amended Budget
Fund	Dept	Div	Acct	Sub Acct	Description			
Public Safety								
Operating								
<u>Police Department</u>								
100	105	107	5140	422	Miscellaneous Pay	\$ -	\$ 150,100	\$ 150,100
Sub-total Station Police Department							\$ 150,100	
<u>Station #18</u>								
100	150	143	5220	310	Building Maintenance	\$ 130,000	\$ 6,500	\$ 136,500
Sub-total Station #18							\$ 6,500	
<u>Westside Station</u>								
100	150	170	5350	670	Vehicle Replacement	\$ 59,500	\$ 28,220	\$ 87,720
Sub-total Westside Station							\$ 28,220	
<u>Building Inspection</u>								
100	500	180	5400	700	Equipment Computer Hardware		\$ 4,250	\$ 4,250
100	500	180	5400	705	Equipment Computer Software		\$ 4,800	\$ 4,800
Sub-total Building Inspection							\$ 9,050	
<u>Westpet</u>								
119	105	119	5140	422	Miscellaneous Pay	\$ -	\$ 6,200	\$ 6,200
Sub-total Westpet							\$ 6,200	
<u>Westcom</u>								
130	130	133	5300	630	Utilities-Telephone	\$ -	\$ 50	\$ 50
Sub-total Westcom							\$ 50	
Operating Total							\$ 200,120	
Special Revenue								
<u>Police Gift Trust</u>								
407	105	113	5230		Supplies	\$ -	\$ 13,850	\$ 13,850
407	105	113	5400	713	Equipment Misc	\$ -	\$ 1,000	\$ 1,000
Sub-total Police Gift Trust							\$ 14,850	
Special Revenue Total							\$ 14,850	
Public Safety Total							\$ 214,970	

Expenditure Detail - Public Works

Account Number						Current Budget	Change Inc (Dec)	Amended Budget
Fund	Dept	Div	Acct	Sub Acct	Description			
Public Works								
Operating								
<u>Public Services- Traffic Control & Safety</u>								
100	200	205	5250	440	One-Call System Chargers	\$ 4,600	\$ 4,400	\$ 9,000
Sub-total Public Services-Traffic Control & Safety							\$ 4,400	
<u>Public Services- Community Compliance</u>								
100	200	209	5140	410	Unemployment Reimbursement	\$ -	\$ 15,000	\$ 15,000
100	200	209	5230	503	Supplies-Miscellaneous	\$ -	\$ 500	\$ 500
100	200	209	5230	507	Supplies-Uniforms	\$ -	\$ 2,000	\$ 2,000
100	200	209	5400	705	Equipment-Computer Software	\$ -	\$ 3,500	\$ 3,500
Sub-total Public Services-Community Compliance							\$ 21,000	
<u>Public Services- Fleet</u>								
100	200	240	5250	405	Auction Expense	\$ -	\$ 4,000	\$ 4,000
Sub-total Public Services-Fleet							\$ 4,000	
<u>Engineering Services-Capital Improvements</u>								
100	250	292	5400	713	Equipment Miscellaneous < \$5,000	\$ -	\$ 10,000	\$ 10,000
Sub-total Engineering Capital Improvements							\$ 10,000	
<u>Engineering Services-Support Services</u>								
100	250	294	5230	507	Uniforms	\$ -	\$ 1,000	\$ 1,000
Sub-total Engineering Capital Improvements							\$ 1,000	
<u>Engineering Services-Admin</u>								
100	250	700	5230	505	Mileage	\$ -	\$ 250	\$ 250
100	250	700	5250	404	Disposal	\$ 5,000	\$ 15,000	\$ 20,000
100	250	700	5250	460	Misc Contractual Services	\$ -	\$ 45,000	\$ 45,000
100	250	700	5400	713	Equipment Miscellaneous < \$5,000	\$ -	\$ 6,400	\$ 6,400
100	250	700	5400	720	Furniture & Fixtures	\$ -	\$ 5,000	\$ 5,000
Sub-total Engineering Services Admin							\$ 71,650	
Operating Total							\$ 112,050	
Public Works Total							\$ 112,050	

Expenditure Detail - Culture Recreation

Account Number						Current Budget	Change Inc (Dec)	Amended Budget
Fund	Dept	Div	Acct	Sub Acct	Description			
Culture & Recreation								
Operating								
<u>Parks</u>								
100	400	405	5220	310	Maintenance Buildings	\$ 2,000	\$ 1,020	\$ 3,020
100	400	405	5220	320	Maintenance Vehicles	\$ 10,000	\$ 2,000	\$ 12,000
100	400	405	5220	330	Maintenance Equipment	\$ 3,000	\$ 850	\$ 3,850
100	400	405	5230	513	Safety Supplies	\$ 300	\$ 200	\$ 500
100	400	405	5230	543	Plantings/Landscaping	\$ 1,380	\$ 500	\$ 1,880
100	400	405	5250	447	Rent/Equipment	\$ 740	\$ 760	\$ 1,500
Sub-total Parks							\$ 5,330	
<u>Recreation</u>								
100	400	410	5250	414	Credit Card Processing Fee	\$ 7,500	\$ 8,500	\$ 16,000
Sub-total Recreation							\$ 8,500	
<u>Valley Junction Activity Center</u>								
100	400	449	5220	310	Mainteneance-Building	\$ 22,500	\$ 8,400	\$ 30,900
Sub-total Valley Junction Activity Center							\$ 8,400	
Operating Total							\$ 22,230	
Culture & Recreation Total							\$ 22,230	

Expenditure Detail - Community and Economic Development

Account Number						Current Budget	Change Inc (Dec)	Amended Budget
Fund	Dept	Div	Acct	Sub Acct	Description			
Community and Economic Development								
Operating								
<u>Development Services</u>								
100	500	510	5400	700	Computer Hardware		\$ 6,050	\$ 6,050
100	500	700	5400	705	Computer Software		\$ 2,000	\$ 2,000
<u>Sub-total Development Services</u>							\$ 8,050	
<u>Community & Economic Development</u>								
100	550	700	5300	630	Utilities-Telephone	\$ 75	\$ 275	\$ 350
<u>Sub-total Community & Economic Development</u>							\$ 275	
<u>Metro Home Improvement Program</u>								
115	550	560	5100		Full-Time	\$ 25,375	\$ 15,545	\$ 40,920
115	550	560	5120		Part-time	\$ 7,750	\$ 4,750	\$ 12,500
115	550	560	5140	470	Longevity	\$ 175	\$ 105	\$ 280
115	550	560	5150	550	Health/Medical Insurance	\$ 5,200	\$ 3,165	\$ 8,365
115	550	560	5150	560	Dental Insurance	\$ 135	\$ 80	\$ 215
115	550	560	5150	570	Life Insurance	\$ 75	\$ 45	\$ 120
115	550	560	5160	610	FICA	\$ 2,600	\$ 1,580	\$ 4,180
115	550	560	5160	620	IPERS	\$ 3,010	\$ 1,845	\$ 4,855
115	550	560	5160	640	Deferred Comp	\$ 405	\$ 245	\$ 650
<u>Sub-total Metro Home Improvement Program</u>							\$ 27,360	
Operating Total							\$ 35,685	
Special Revenue-TIF								
<u>Fuller Road TIF</u>								
311	000	000	5250	431	Legal Feels	\$ -	\$ 1,300	\$ 1,300
<u>Sub-total Fuller Road TIF</u>							\$ 1,300	
<u>Alluvion TIF</u>								
330	000	000	5250	431	Legal Feels	\$ -	\$ 3,550	\$ 3,550
<u>Sub-total Alluvion TIF</u>							\$ 3,550	
<u>Westown V TIF</u>								
340	000	000	5250	431	Legal Feels	\$ -	\$ 800	\$ 800
<u>Sub-total Westown V TIF</u>							\$ 800	
<u>Woodland Hills TIF</u>								
352	000	000	5250	466	Development Agreement	\$ 713,792	\$ 129,205	\$ 842,997
<u>Sub-total Woodland Hills TIF</u>							\$ 129,205	

Expenditure Detail - Community and Economic Development

Account Number						Current Budget	Change Inc (Dec)	Amended Budget
Fund	Dept	Div	Acct	Sub Acct	Description			
Community & Economic Development -Continued								
<i>Dallas County Local Housing Trust</i>								
460	550	560	5100		Full-Time	\$ 11,500	\$ 3,275	\$ 14,775
460	550	560	5120		Part-time	\$ 4,000	\$ 1,000	\$ 5,000
460	550	560	5140	470	Longevity	\$ 80	\$ 22	\$ 102
460	550	560	5150	550	Health/Medical Insurance	\$ 2,350	\$ 665	\$ 3,015
460	550	560	5150	560	Dental Insurance	\$ 60	\$ 17	\$ 77
460	550	560	5150	570	Life Insurance	\$ 35	\$ 10	\$ 45
460	550	560	5160	610	FICA	\$ 1,200	\$ 335	\$ 1,535
460	550	560	5160	620	IPERS	\$ 1,400	\$ 388	\$ 1,788
460	550	560	5160	640	Derferred Comp	\$ 182	\$ 52	\$ 234
<i>Sub-total Dallas County Local Housing Trust</i>							\$ 5,764	
<i>HUD Entitlement Program</i>								
467	550	560	5100		Full-Time	\$ 45,000	\$ (18,820)	\$ 26,180
467	550	560	5120		Part-time	\$ 13,750	\$ (5,750)	\$ 8,000
467	550	560	5140	470	Longevity	\$ 305	\$ (127)	\$ 178
467	550	560	5150	550	Health/Medical Insurance	\$ 9,200	\$ (3,830)	\$ 5,370
467	550	560	5150	560	Dental Insurance	\$ 235	\$ (98)	\$ 137
467	550	560	5150	570	Life Insurance	\$ 130	\$ (55)	\$ 75
467	550	560	5160	610	FICA	\$ 4,575	\$ (1,912)	\$ 2,663
467	550	560	5160	620	IPERS	\$ 5,350	\$ (2,232)	\$ 3,118
467	550	560	5160	640	Derferred Comp	\$ 715	\$ (300)	\$ 415
<i>Sub-total HUD Entitlement Program</i>							\$ (33,124)	
Special Revenue Total							\$ 107,495	
Community & Economic Development Total							\$ 143,180	

Expenditure Detail-General Government

Account Number						Current Budget	Change Inc (Dec)	Amended Budget
Fund	Dept	Div	Acct	Sub Acct	Description			
General Government								
Operating								
<u>City Manager's Office</u>								
100	600	610	5200	210	Training-In State	\$ 1,000	\$ 1,000	\$ 2,000
100	600	610	5400	720	Furniture/Fixtures	\$ -	\$ 30,000	\$ 30,000
Sub-total City Managers' Office							\$ 31,000	
<u>City Hall</u>								
100	600	630	5220	310	Maintenance Building	\$ 15,300	\$ 22,000	\$ 37,300
Sub-total City Hall							\$ 22,000	
<u>Finance - Accounting</u>								
100	610	620	5130	300	Overtime	\$ 7,000	\$ 13,000	\$ 20,000
100	610	620	5140	422	Other Pay Miscellaneous	\$ -	\$ 500	\$ 500
Sub-total Finance - Accounting							\$ 13,500	
<u>Finance - Administration</u>								
100	610	700	5130	300	Overtime	\$ 3,000	\$ 3,000	\$ 6,000
100	610	700	5250	417	Collection Services	\$ -	\$ 750	\$ 750
100	610	700	5400	705	Equipment-Computer Software	\$ 252,998	\$ 68,998	\$ 321,996
Sub-total Finance - Administration							\$ 72,748	
<u>Information Technology Services-Administration</u>								
100	650	700	5250	460	Contractual Services Miscellaneous	\$ -	\$ 5,250	\$ 5,250
Sub-total Information Technology Services-Apps & Servers							\$ 5,250	
<u>Human Resources</u>								
100	670	670	5250	411	Contractual Services-Software Maint		\$ 38,524	\$ 38,524
Sub-total Human Resources							\$ 38,524	
<u>Leased City Property</u>								
100	600	690	5220	310	Maintenance Building	\$ 5,000	\$ 2,400	\$ 7,400
Sub-total Leased City Property							\$ 2,400	
<u>Insurance</u>								
150	000	000	5250	429	Insurance Premiums	\$ 398,500	\$ 10,000	\$ 408,500
Sub-total Insurance							\$ 10,000	
Operating Total							\$ 195,422	
General Government Total							\$ 195,422	

Expenditure Detail - Debt Service

Account Number						Current Budget	Change Inc (Dec)	Amended Budget
Fund	Dept	Div	Acct	Sub Acct	Description			
Debt Service								
<i>Debt Service</i>								
200	000	070	5700	800	Principal	\$ 16,034,225	\$ 1,825,775	\$ 17,860,000
200	000	070	5700	850	Interest	\$ 2,890,498	\$ 1,149,790	\$ 4,040,288
Sub-total Debt Service							\$ 2,975,565	
Debt Service Total							\$ 2,975,565	

Capital Projects

Account Number						Current Budget	Change Inc (Dec)	Amended Budget
Fund	Dept	Div	Type	Sub Acct	Description			
Capital Projects Funds								
Stagecoach Drive-S. 92nd to S. 88th								
500	000	000	5250	495	Design	\$ -	\$ 73,617	\$ 73,617
Sub-total Stagecoach Drive-S.92nd to S. 88th							\$ 73,617	
Grand Prairie Parkway-MCP to Wendover								
500	000	000	5250	495	Design	\$ -	\$ 800,629	\$ 800,629
Sub-total Grand Prairie Parkway-MCP to Wendover							\$ 800,629	
Coachlight Drive- S.88th to S.91st								
500	000	000	5250	495	Design	\$ -	\$ 3,200	\$ 3,200
Sub-total Coachlight Drive - S.88th to S.91st							\$ 3,200	
2012 Sidewalk Improvement Program Phase 2								
500	000	000	5250	490	Construction	\$ -	\$ 147,975	\$ 147,975
Sub-total 2012 Sidewalk Improvement Program Phase 2							\$ 147,975	
Grand Ave Improvements Phase 5								
500	000	000	5250	495	Design	\$ -	\$ 906,673	\$ 906,673
Sub-total Grand Ave Improvements Phase 5							\$ 906,673	
Grand Ave Improvements Phase 6								
500	000	000	5250	490	Construction	\$ -	\$ 196,591	\$ 196,591
Sub-total Grand Ave Improvements Phase 6							\$ 196,591	
Veterans Parkway Phase 4								
500	000	000	5250	490	Construction	\$ -	\$ 10,639	\$ 10,639
500	000	000	5550	735	Right of Way	\$ -	\$ 425	\$ 425
Sub-total Veterans Parkway Phase 4							\$ 11,064	
S.88th St Reconstruction Booneville Rd to Grand Ave								
500	000	000	5250	495	Design	\$ -	\$ 110,570	\$ 110,570
Sub-total S. 88th St Reconstruction-Booneville Rd to Grand Ave							\$ 110,570	
S.88th St Reconstruction Booneville Rd to Grand Ave								
500	000	000	5550	735	ROW	\$ -	\$ 900	\$ 900
Sub-total S. 88th St Reconstruction-Booneville Rd to Grand Ave							\$ 900	
S.60th St Phase 1								
500	000	000	5250	495	Design	\$ -	\$ 738,413	\$ 738,413
Sub-total S.60th St Phase 1							\$ 738,413	
Stagecoach Drive Sugar Creek Crossing								
500	000	000	5250	495	Design	\$ -	\$ 55,000	\$ 55,000
Sub-total Stagecoach Drive Sugar Creek Crossing							\$ 55,000	
Maffitt Lake Road, Veterans Parkway to S.8th St								
500	000	000	5250	490	Construction	\$ -	\$ 288,462	\$ 288,462
Sub-total Maffitt Lake Road, Veterans Parkway to S.8th St							\$ 288,462	
Maffitt Lake Road, Veterans Parkway to S.8th St								
500	000	000	5550	735	ROW	\$ -	\$ 350	\$ 350
Sub-total Maffitt Lake Road, Veterans Parkway to S.8th St							\$ 350	
Maffitt Lake Road, Veterans Parkway to S.8th St								
500	000	000	5250	495	Design	\$ -	\$ 248,587	\$ 248,587
Sub-total Maffitt Lake Road, Veterans Parkway to S.8th St							\$ 248,587	
2014 Street Rehab Sidewalk Program								
500	000	000	5250	490	Construction	\$ -	\$ 35,338	\$ 35,338
Sub-total 2014 Street Rehab Sidewalk Program							\$ 35,338	

Capital Projects

Account Number						Current Budget	Change Inc (Dec)	Amended Budget
Fund	Dept	Div	Type	Sub Acct	Description			
Capital Projects -Continued								
<u>50th & University and 50th & Corporate Intersection</u>								
500	000	000	5250	495	Design	\$ -	\$ 56,830	\$ 56,830
500	000	000	5250	490	Construction	\$ -	\$ 198,113	\$ 198,113
<i>Sub-total 50th & University and 50th & Corporate Intersection</i>							\$ 254,943	
<u>Pine Ave Imp-S.8th St to End of Paving</u>								
500	000	000	5250	490	Construction	\$ -	\$ 283,388	\$ 283,388
<i>Sub-total Pine Ave Imp.-S.8th to End of Paving</i>							\$ 283,388	
<u>Pine Ave Imp-S.8th St to End of Paving</u>								
500	000	000	5250	495	Design	\$ -	\$ 17,403	\$ 17,403
<i>Sub-total Pine Ave Imp.-S.8th to End of Paving</i>							\$ 17,403	
<u>S.8th St-Army Post to Pine Ave</u>								
500	000	000	5250	490	Construction	\$ -	\$ 188,383	\$ 188,383
<i>Sub-total S.8th St-Army Post to Pine Ave</i>							\$ 188,383	
<u>S.8th St-County Line Rd to White Crane Rd</u>								
500	000	000	5250	495	Design	\$ -	\$ 1,962	\$ 1,962
<i>Sub-total S.8th St-County Line Rd to White Crane Rd</i>							\$ 1,962	
<u>S.60th St and MCP Intersection Improvements</u>								
500	000	000	5250	495	Design	\$ -	\$ 109,745	\$ 109,745
<i>Sub-total S.60th St and MCP Intersection Improvements</i>							\$ 109,745	
<u>Alluvion 1A2 Water Main Improvements</u>								
500	000	000	5250	495	Design	\$ -	\$ 70,000	\$ 70,000
<i>Sub-total Alluvion 1A2 Water Main Improvements</i>							\$ 70,000	
<u>Alluvion 1A2 Water Main Improvements</u>								
500	000	000	5250	490	Construction	\$ -	\$ 70,791	\$ 70,791
<i>Sub-total Alluvion 1A2 Water Main Improvements</i>							\$ 70,791	
<u>Alluvion Red Fiber Route</u>								
500	000	000	5250	490	Construction	\$ -	\$ 105,765	\$ 105,765
<i>Sub-total Alluvion Red Fiber Route</i>							\$ 105,765	
<u>White Crane Rd-S.8th St to Dead End</u>								
500	000	000	5250	490	Construction	\$ -	\$ 85,990	\$ 85,990
<i>Sub-total White Crane Rd-S.8th St to Dead End</i>							\$ 85,990	
<u>Valley Junction Alleys Phase 4</u>								
500	000	000	5250	495	Design	\$ -	\$ 80,993	\$ 80,993
<i>Sub-total Valley Junction Alleys Phase 4</i>							\$ 80,993	
<u>2015 PCC Patching Program Phase 1</u>								
500	000	000	5250	490	Construction	\$ -	\$ 20,000	\$ 20,000
<i>Sub-total 2015 PCC Patchign Program Phase 1</i>							\$ 20,000	
<u>2015 Sidewalk Improvement Program Phase 1</u>								
500	000	000	5250	490	Construction	\$ -	\$ 20,271	\$ 20,271
<i>Sub-total 2015 Sidewalk Improvement Program Phase 1</i>							\$ 20,271	
<u>Grand Prairie Parkway Tree Cutting</u>								
500	000	000	5250	490	Construction	\$ -	\$ 10,690	\$ 10,690
<i>Sub-total Grand Prairie Parkway Tree Cutting</i>							\$ 10,690	
<u>Public Works Mechanical System</u>								
500	000	000	5250	490	Construction	\$ -	\$ 278,905	\$ 278,905
<i>Sub-total Public Works Mechanical System</i>							\$ 278,905	

Capital Projects

Account Number						Current Budget	Change Inc (Dec)	Amended Budget
Fund	Dept	Div	Type	Sub Acct	Description			
Capital Projects -Continued								
Alluvion Water Booster Station								
500	000	000	5250	495	Design	\$ -	\$ 127,826	\$ 127,826
Sub-total Alluvion Water Booster Station							\$ 127,826	
50th St and Stonebridge Rd Traffic Signal								
500	000	000	5250	495	Design	\$ -	\$ 15,918	\$ 15,918
Sub-total 50th St and Stonebridge Rd Traffic Signal							\$ 15,918	
50th St and Stonebridge Rd Traffic Signal								
500	000	000	5250	490	Construction	\$ -	\$ 12,086	\$ 12,086
Sub-total 50th St and Stonebridge Rd Traffic Signal							\$ 12,086	
Ashworth Rd Reconstruction-JCP to 81st								
500	000	000	5250	495	Design	\$ -	\$ 206,078	\$ 206,078
Sub-total Ashworth Rd Reconstruction -JCP to 81st							\$ 206,078	
Historic City Hall Fall Protection								
500	000	000	5250	495	Design	\$ -	\$ 162	\$ 162
Sub-total Historic City Hall Fall Protection							\$ 162	
Historic City Hall Fall Protection								
500	000	000	5250	490	Construction	\$ -	\$ 2,459	\$ 2,459
Sub-total Historic City Hall Fall Protection							\$ 2,459	
98th St Improvements								
500	000	000	5250	495	Design	\$ -	\$ 47,528	\$ 47,528
500	000	000	5250	490	Construction	\$ -	\$ 44,811	\$ 44,811
Sub-total 98th St Improvements							\$ 92,339	
Community Center Building Improvements								
500	000	000	5250	495	Design	\$ -	\$ 100	\$ 100
500	000	000	5250	490	Construction	\$ -	\$ 6,074	\$ 6,074
Sub-total 98th St Improvements							\$ 6,174	
318 5th St Building Renovation								
500	000	000	5250	490	Construction	\$ -	\$ 41,894	\$ 41,894
Sub-total 318 5th St Building Renovation							\$ 41,894	
S.Grand Prairie Parkway-Madison Ave to Raccoon River Drive								
500	000	000	5250	495	Design	\$ -	\$ 1,327,381	\$ 1,327,381
Sub-total S.Grand Prairie Parkway-Madison Ave to Raccoon River Dr							\$ 1,327,381	
Grand Prairie Parkway River Crossing Tree Cutting								
500	000	000	5250	490	Construction	\$ -	\$ 118,108	\$ 118,108
Sub-total Grand Prairie Parkway River Crossing Tree Cutting							\$ 118,108	
S. Grand Prairie Parkway Raccoon River Bridge								
500	000	000	5250	495	Design	\$ -	\$ 253,265	\$ 253,265
Sub-total S.Grand Prairie Parkway Raccoon River Bridge							\$ 253,265	
Valley Junction Alleys								
500	000	000	5250	495	Design	\$ -	\$ 39,500	\$ 39,500
Sub-total Valley Junction Alleys							\$ 39,500	
2016 Pavement Rehabilitation Program								
500	000	000	5250	490	Construction	\$ -	\$ 159,659	\$ 159,659
Sub-total 2016 Pavement Rehabilitation Program							\$ 159,659	
2015 HMA Resurfacing Program								
500	000	000	5250	490	Construction	\$ -	\$ 13,337	\$ 13,337
Sub-total 2015 HMA Resurfacing Program							\$ 13,337	

Capital Projects

Account Number						Current Budget	Change Inc (Dec)	Amended Budget
Fund	Dept	Div	Type	Sub Acct	Description			
Capital Projects -Continued								
<u>Parks Maintenance Facility</u>								
500	000	000	5250	495	Design	\$ -	\$ 71,230	\$ 71,230
<i>Sub-total Parks Maintenance Facility</i>							\$ 71,230	
<u>Parks Maintenance Facility</u>								
500	000	000	5250	490	Construction	\$ -	\$ 41,668	\$ 41,668
<i>Sub-total Parks Maintenance Facility</i>							\$ 41,668	
<u>Public Safety Station #18 Exterior Improvements</u>								
500	000	000	5250	495	Design	\$ -	\$ 23,040	\$ 23,040
<i>Sub-total Public Safety Station #18 Exterior Improvements</i>							\$ 23,040	
<u>West Public Services</u>								
500	000	000	5250	495	Design	\$ -	\$ 5,353	\$ 5,353
500	000	000	5250	490	Consturction		\$ 33,614	\$ 33,614
<i>Sub-total West Public Services</i>							\$ 38,967	
<u>Valley Junction Activity Center-Interior Renovation</u>								
500	000	000	5250	495	Design	\$ -	\$ 170,335	\$ 170,335
500	000	000	5250	490	Construction		\$ 41,088	\$ 41,088
<i>Sub-total Valley Junction Activity Center-Interior Renovation</i>							\$ 211,423	
<u>City Hall</u>								
500	000	000	5250	495	Design	\$ -	\$ 25,800	\$ 25,800
<i>Sub-total City Hall</i>							\$ 25,800	
<u>Citywide Engery Savings</u>								
500	000	000	5250	495	Design	\$ -	\$ 3,809	\$ 3,809
<i>Sub-total Citywide Engery Savings</i>							\$ 3,809	
<u>Public Safety Station #21</u>								
500	000	000	5250	495	Design	\$ -	\$ 12,750	\$ 12,750
<i>Sub-total Public Safety Station #21</i>							\$ 12,750	
<u>Mills Overhead Underground</u>								
500	000	000	5550	735	ROW	\$ -	\$ 474	\$ 474
<i>Sub-total Mills Overhead Underground</i>							\$ 474	
<u>General Architectural Services</u>								
500	000	000	5250	490	Contracts	\$ -	\$ 1,041	\$ 1,041
<i>Sub-total General Architectural Services</i>							\$ 1,041	
<u>Madison County Future Park</u>								
0525 060.0510 019 2017.Land								
500	000	000	5550	730	Land	\$ 310,000	\$ 87,600	\$ 397,600
<i>Sub-total Madison County Future Park</i>							\$ 87,600	
<u>Traffic Signal Renovation</u>								
0200 002 2015.Construction								
500	000	000	5250	490	Contracts		\$ 53,163	\$ 53,163
<i>Sub-total Madison County Future Park</i>							\$ 53,163	
<u>2016C Bond Proceeds</u>								
0200 002 2015.Construction								
512	000	000	5700	890	Bond Registration Fee		\$ 8,500	\$ 8,500
<i>Sub-total 2016C Bond Proceeds</i>							\$ 8,500	
<u>2016D Bond Proceeds</u>								
0200 002 2015.Construction								
513	000	000	5700	890	Bond Registration Fee		\$ 8,500	\$ 8,500
<i>Sub-total 2016D Bond Proceeds</i>							\$ 8,500	

Capital Projects

Account Number						Current Budget	Change Inc (Dec)	Amended Budget
Fund	Dept	Div	Type	Sub Acct	Description			
Capital Projects -Continued								
<u>Veterans Parkway - Adams St to SE 50th St</u>								
0510 008 017.Design								
500	000	000	5250	495	Design		\$ 1,208,400	\$ 1,208,400
Sub-total Veterans Parkway-Adams St to SE 50th St							\$ 1,208,400	
<u>SE 50th St and SE Adams St</u>								
0510 014 2017.Design								
500	000	000	5250	495	Design		\$ 386,200	\$ 386,200
Sub-total SE 50th St and SE Adams St							\$ 386,200	
<u>Veterans Parkway - SE 50th to SW 60th</u>								
0510 009 017.Design								
500	000	000	5250	495	Design		\$ 1,647,500	\$ 1,647,500
Sub-total Veterans Parkway SE 50th St and SW 60th							\$ 1,647,500	
<u>Osmium Environmental Services</u>								
0510 016 2017 Design								
500	000	000	5250	495	Design		\$ 470,200	\$ 470,200
Sub-total Osmium Environmental Services							\$ 470,200	
<u>Veterans Parkway SW 60th to SW Wild Rose Lane</u>								
0510 010 2017.Design								
500	000	000	5250	495	Design		\$ 941,600	\$ 941,600
Sub-total Veterans Parkway SW 60th to SW Wild Rose Lane							\$ 941,600	
<u>Veterans Parkway SW Wild Rose Lane to SW Grand Prairie parkway</u>								
0510 011 2017.Design								
500	000	000	5250	495	Design		\$ 860,000	\$ 860,000
Sub-total Veterans Parkway SW Wild Rose Lane to SW Grand Prairie Pa							\$ 860,000	
<u>Grand Prairie Parkway-Veterans Parkway to Madison Ave</u>								
0510 012 2017.Design								
500	000	000	5250	495	Design		\$ 794,200	\$ 794,200
Sub-total Grand Prairie Parkway-Veterans parkway to Madison Ave							\$ 794,200	
<u>SW 60th St- Veterans Parkway South</u>								
0510 013 2017								
500	000	000	5250	495	Design		\$ 614,000	\$ 614,000
Sub-total SW 60th St- Veterans Parkway South							\$ 614,000	
<u>University Ave -Resurfacing</u>								
0510 013 2017								
500	000	000	5250	490	Construction		\$ 1,110,151	\$ 1,110,151
Sub-total SW 60th St- Veterans Parkway South							\$ 1,110,151	
Capital Projects Funds Total							\$ 16,253,000	
Capital Projects Total							\$ 16,253,000	

Business Type/Enterprise

Account Number						Current Budget	Change Inc (Dec)	Amended Budget
Fund	Dept	Div	Acct	Sub Acct	Description			
Capital Projects Funds- Business Type								
<u>Fox Creek Sewer Extension</u>								
640	000	000	5250	490	Consturction	\$ -	\$ 824,909	\$ 824,909
<i>Sub-total Fox Creek Sewer Extension</i>							\$ 824,909	
<u>Frink Creek Sanitary Sewer</u>								
640	000	000	5250	490	Consturction	\$ -	\$ 76,488	\$ 76,488
<i>Sub-total Frink Creek Sanitary Sewer</i>							\$ 76,488	
<u>Fox Creek Sewer Phase 1</u>								
640	000	000	5250	490	Consturction	\$ -	\$ 395,908	\$ 395,908
<i>Sub-total Fox Creek Sewer Phase 1</i>							\$ 395,908	
<u>South Service Area Segment 3</u>								
640	000	000	5250	495	Design	\$ -	\$ 429,563	\$ 429,563
<i>Sub-total South Service Area Segment 3</i>							\$ 429,563	
<u>Sheraton Lift Station</u>								
640	000	000	5250	495	Design	\$ -	\$ 522	\$ 522
<i>Sub-total Sheraton Lift Station</i>							\$ 522	
<u>Grand Ave Sigpon Conversion</u>								
640	000	000	5250	495	Design	\$ -	\$ 100,897	\$ 100,897
<i>Sub-total Grand Ave Sipon Conversion</i>							\$ 100,897	
<u>Maple Grove Lift Station and Force Main</u>								
640	000	000	5250	495	Design	\$ -	\$ 238,508	\$ 238,508
<i>Sub-total Maple Grove Lift Station and Force Main</i>							\$ 238,508	
<u>Raccoon River Basin-Segment 5 Sewer</u>								
640	000	000	5250	495	Design	\$ -	\$ 523,374	\$ 523,374
<i>Sub-total Raccoon River Basin-Segment 5 Sewer</i>							\$ 523,374	
<u>South Area Sement 2 Browns Woods</u>								
640	000	000	5250	495	Design	\$ -	\$ 245,824	\$ 245,824
<i>Sub-total South Service Area Segment 2 Brown's Woods</i>							\$ 245,824	
<u>Grand Ave West Segment 6F Sewer Extension</u>								
640	000	000	5250	495	Design	\$ -	\$ 48,000	\$ 48,000
<i>Sub-total Grand Ave West Segment 6F Sewere Extension</i>							\$ 48,000	
<u>Walnut Creek Outfall</u>								
660	000	000	5250	495	Design	\$ -	\$ 250,468	\$ 250,468
<i>Sub-total Walnut Creek Outfall</i>							\$ 250,468	
<u>Walnut Creek Outfall</u>								
660	000	000	5550	735	Right of Way	\$ -	\$ 450	\$ 450
<i>Sub-total Walnut Creek Outfall</i>							\$ 450	
<u>2015 Intake Repair Program</u>								
660	000	000	5250	495	Design	\$ -	\$ 44,376	\$ 44,376
<i>Sub-total 2015 Intake Repair Program</i>							\$ 44,376	
<u>2015 Channel Repair Program</u>								
660	000	000	5250	490	Construction	\$ -	\$ 5,278	\$ 5,278
<i>Sub-total 2015 Channel Repair Program</i>							\$ 5,278	

Business Type/Enterprise

Account Number						Current Budget	Change Inc (Dec)	Amended Budget
Fund	Dept	Div	Acct	Sub Acct	Description			
Capital Projects Business Type -Continued								
<u>9th St Storm Sewer Rehabilitation</u>								
660	000	000	5250	495	Design		\$ 30,484	\$ 30,484
<i>Sub-total 9th St Storm Sewer Rehabilitation</i>							\$ 30,484	
<u>Bridgewood Bouevard Culvert</u>								
660	000	000	5250	495	Design	\$ -	\$ 115,784	\$ 115,784
<i>Sub-total Bridgewood Boulevard Culvert</i>							\$ 115,784	
<u>Greenway Erosion Repair</u>								
660	000	000	5250	495	Design	\$ -	\$ 6,130	\$ 6,130
<i>Sub-total Greenway Erosion Repair</i>							\$ 6,130	
<u>Greenway Erosion Repair</u>								
660	000	000	5250	490	Design	\$ -	\$ 18,840	\$ 18,840
<i>Sub-total Greenway Erosion Repair</i>							\$ 18,840	
<u>Fairmeadows Park Storm Sewer Improvements</u>								
660	000	000	5250	495	Design	\$ -	\$ 42,985	\$ 42,985
<i>Sub-total Fairmeadows Park Storm Sewer Improvemets</i>							\$ 42,985	
<u>NE Basin Connection to 4th & Ashworth</u>								
660	000	000	5250	495	Design	\$ -	\$ 96,875	\$ 96,875
<i>Sub-total NE Basin Connection to 4th & Ashworth</i>							\$ 96,875	
<u>Walnuts Woods Drive Culvert Replacement</u>								
660	000	000	5250	495	Design	\$ -	\$ 9,400	\$ 9,400
<i>Sub-total Walnut Woods Drive Culver Replacement</i>							\$ 9,400	
<u>S 35th St Bridge Replacement</u>								
660	000	000	5250	495	Design	\$ -	\$ 49,130	\$ 49,130
<i>Sub-total S 35th St Bridget Replacement</i>							\$ 49,130	
<u>Park Road Drainage Improvements</u>								
660	000	000	5250	495	Design	\$ -	\$ 35,130	\$ 35,130
<i>Sub-total Park Road Drainage Improvements</i>							\$ 35,130	
<u>Sugar Creek Conveance Improvements Phase 1</u>								
660	000	000	5250	495	Design	\$ -	\$ 679,124	\$ 679,124
<i>Sub-total Sugar Creek Conveyance Improvements Phase 1</i>							\$ 679,124	
<u>Middle Creek Trunk Sewer Extension</u>								
<u>0510 015 2017.Design</u>								
640	000	000	5250	495	Design	\$ -	\$ 426,020	\$ 426,020
<i>Sub-total Middle Creek Trunk Sewer Extension</i>							\$ 426,020	
Capital Projects Funds Total							\$ 4,694,467	

Business Type/Enterprise

Account Number						Current Budget	Change Inc (Dec)	Amended Budget
Fund	Dept	Div	Acct	Sub Acct	Description			
Business Type/Enterprise Continued								
<u>Stormwater Fund</u>								
650	200	250	5250	432	Legal Fee-Litigation	\$ -	\$ 30,000	\$ 30,000
650	200	250	5250	460	Contractual Services-Misc	\$ -	\$ 9,000	\$ 9,000
650	200	250	5250	490	Contractual Services	\$ -	\$ 34,500	\$ 34,500
<i>Sub-total Vehicle Replacement Fund</i>							\$ 39,000	
<u>Vehicle Replacement Fund</u>								
700	200	225	5500	772	Vehicles One Ton Truck	\$ 195,000	\$ 64,200	\$ 259,200
700	200	270	5400	750	Equipment Miscellaneous	\$ 42,000	\$ 12,300	\$ 54,300
700	200	405	5450	785	Tractor	\$ 95,000	\$ 46,100	\$ 141,100
<i>Sub-total Vehicle Replacement Fund</i>							\$ 122,600	
<u>Housing Escrow</u>								
800	300	560	5800	899	Refunds	\$ 8,400	\$ 8,250	\$ 16,650
<i>Sub-total Housing Escrow</i>							\$ 8,250	
Business Type Total							\$ 4,864,317	

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

6(c)

DATE: January 9, 2017

ITEM:

Public Hearing (5:35 p.m.)
2016 Intake Repair Program

FINANCIAL IMPACT:

The engineering estimate of construction cost was estimated to be \$210,700.00 for the 2016 Intake Repair Program. There were seven (7) bids submitted with the low bid of \$180,600.00 being submitted by The Underground Company (Carlisle, IA). Payments will be made from budgeted account no. 660.000.000.5250.490 with the ultimate funding intended to come from Stormwater Utility Fees.

BACKGROUND:

This project is part of the ongoing maintenance program to rehabilitate stormwater intakes at various locations throughout the City of West Des Moines. The project is anticipated to be completed by June 30, 2017.

This agenda item was distributed to the Public Services Subcommittee by e-mail only since there was no meeting.

OUTSTANDING ISSUES:

None.

RECOMMENDATION:

City Council Adopt:

- Resolution adopting Plans, Specifications, Form of Contract, and Estimate of Costs for 2016 Intake Repair Program;
- Motion receiving and filing Report of Bids;
- Resolution awarding the construction contract to The Underground Company.

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 DW
Appropriations/Finance	Tim Stiles, Finance Director TS
Legal	Richard Scieszinski, City Attorney JBW
Agenda Acceptance	(W)

PUBLICATION(S) (if applicable)

Published In	Des Moines Register
Dates(s) Published	December 30, 2016

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

RESOLUTION APPROVING ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATE OF COST

WHEREAS, on December 12, 2016, Plans, Specifications, Form of Contract, and Estimate of Cost were filed with the City Clerk for the following described public improvement:

**2016 Intake Repair Program
Project No. 0510-017-2016**

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 on this 9th day of January, 2017.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

RESOLUTION 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 Intake Repair Program
Project No. 0510-017-2016**

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 The Underground Company, in the amount of \$180,600.00 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 Intake Repair Program, is hereby awarded to The Underground Company, in the amount of \$180,600.00 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 9th day of **January, 2017**.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

BID TABULATION

City of West Des Moines

2016 Intake Repair

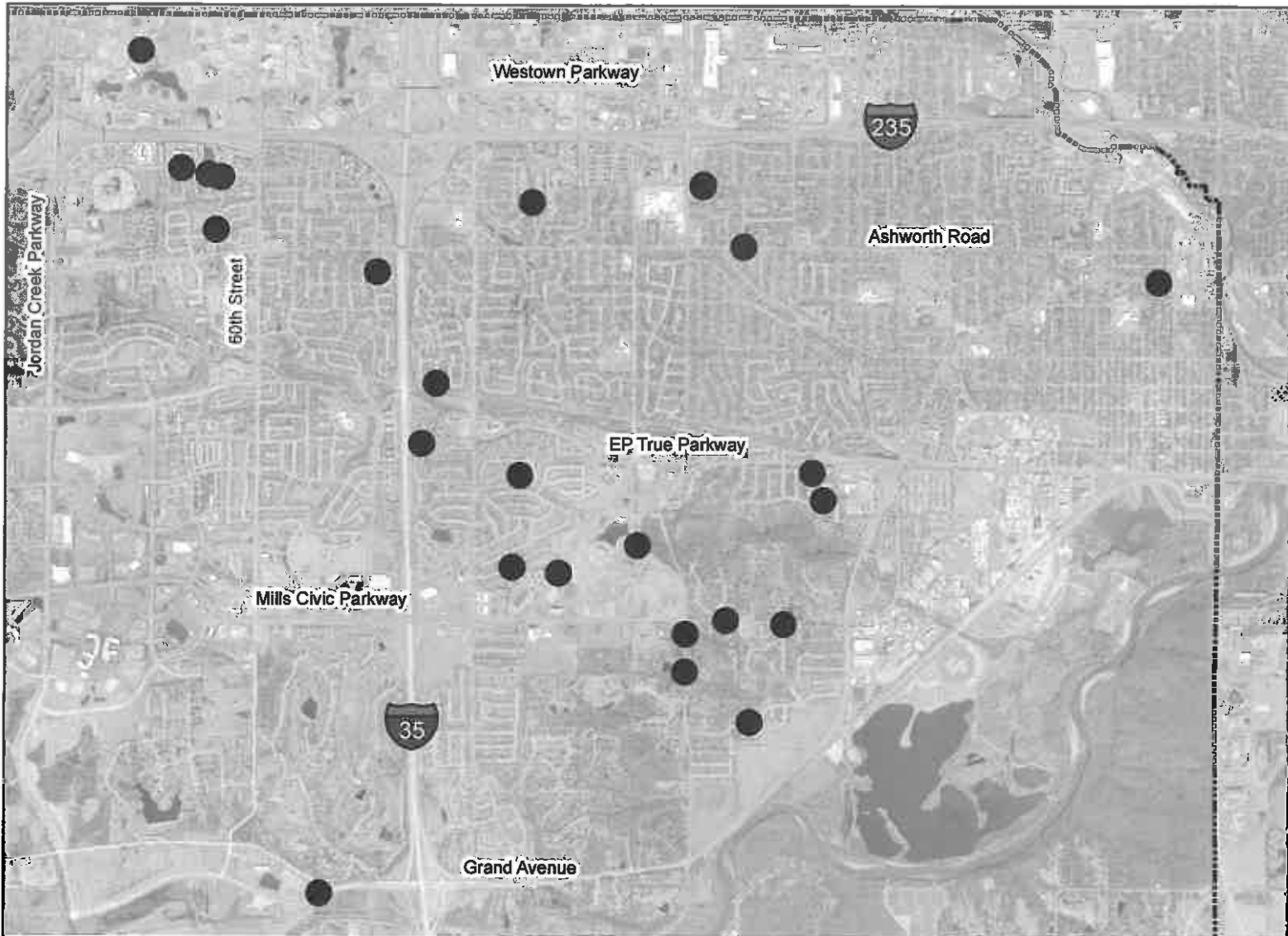


Project Number: 16-19630
 Bid Listing Time & Date: 2:00 P.M. - Wednesday, January 4, 2017
 Bid Listing Location: City of West Des Moines 4500 Hills Civic Parkway Suite 2E West Des Moines, IA 50265
 West Des Moines Project No. 0510-017-2016

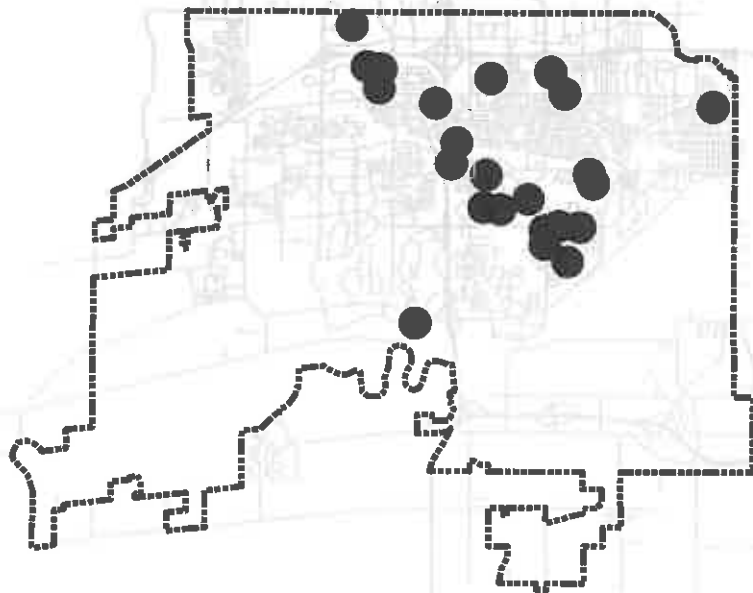
I HEREBY CERTIFY THAT THIS IS A TRUE AND ACCURATE ACCOUNT OF BIDS RECEIVED.

DATE: January 4, 2017
 LICENSED NUMBER: 20894

Item No.	Construction Item	The Underground Company, Ltd. Cedar, IA		Herricks Contracting, LLC. Cedar, IA		JDA Construction Company Marshalltown, IA		Synergy Contracting, LLC Boonville, IA		J & K Contracting, LLC Annes, IA		Miriana, Inc. Brooklyn, IA		Hillsbrook Excavating Aubrey, IA		Engineer's Estimate	
		Unit	Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	DEBRIS CONTROL	EA	26	\$ 18,000.00	\$ 468,000.00	\$ 20,000.00	\$ 520,000.00	\$ 7,500.00	\$ 195,000.00	\$ 45,000.00	\$ 1,170,000.00	\$ 15,000.00	\$ 390,000.00	\$ 65,000.00	\$ 1,675,000.00	\$ 25,000.00	\$ 650,000.00
2	STRUCTURE REMOVAL	EA	26	\$ 10,000.00	\$ 260,000.00	\$ 350.00	\$ 9,100.00	\$ 500.00	\$ 13,000.00	\$ 1,500.00	\$ 39,000.00	\$ 4,000.00	\$ 104,000.00	\$ 3,000.00	\$ 78,000.00	\$ 1,500.00	\$ 39,000.00
3	STRUCTURAL BASE REMOVAL	EA	13	\$ 30,000.00	\$ 390,000.00	\$ 4,500.00	\$ 58,500.00	\$ 5,000.00	\$ 65,000.00	\$ 6,500.00	\$ 84,500.00	\$ 7,500.00	\$ 97,500.00	\$ 10,000.00	\$ 130,000.00	\$ 1,500.00	\$ 19,500.00
4	STRIPES, TYPE M-A	EA	14	\$ 3,000.00	\$ 42,000.00	\$ 3,000.00	\$ 42,000.00	\$ 5,000.00	\$ 70,000.00	\$ 7,000.00	\$ 98,000.00	\$ 9,500.00	\$ 133,000.00	\$ 2,500.00	\$ 35,000.00	\$ 3,500.00	\$ 49,000.00
5	STRIPES, TYPE M-C	EA	6	\$ 4,900.00	\$ 29,400.00	\$ 3,000.00	\$ 18,000.00	\$ 6,000.00	\$ 36,000.00	\$ 5,300.00	\$ 31,800.00	\$ 7,000.00	\$ 42,000.00	\$ 9,500.00	\$ 57,000.00	\$ 8,000.00	\$ 48,000.00
6	STRIPES, TYPE M-D	EA	3	\$ 5,000.00	\$ 15,000.00	\$ 5,000.00	\$ 15,000.00	\$ 7,000.00	\$ 21,000.00	\$ 3,500.00	\$ 10,500.00	\$ 5,500.00	\$ 16,500.00	\$ 10,000.00	\$ 30,000.00	\$ 5,400.00	\$ 16,200.00
7	STRIPES, TYPE M-E	EA	1	\$ 5,900.00	\$ 5,900.00	\$ 6,000.00	\$ 6,000.00	\$ 9,000.00	\$ 9,000.00	\$ 9,500.00	\$ 9,500.00	\$ 17,000.00	\$ 17,000.00	\$ 10,000.00	\$ 10,000.00	\$ 7,800.00	\$ 7,800.00
8	STRIPES, TYPE M-F	EA	1	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00	\$ 9,000.00	\$ 9,000.00	\$ 9,500.00	\$ 9,500.00	\$ 16,500.00	\$ 16,500.00	\$ 12,500.00	\$ 12,500.00	\$ 9,500.00	\$ 9,500.00
9	STRIPES, TYPE SW-507	EA	1	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 9,000.00	\$ 9,000.00	\$ 9,500.00	\$ 9,500.00	\$ 17,000.00	\$ 17,000.00	\$ 10,000.00	\$ 10,000.00	\$ 7,800.00	\$ 7,800.00
10	PAVEMENT PATCH	SY	150	\$ 80.00	\$ 12,000.00	\$ 125.00	\$ 18,750.00	\$ 150.00	\$ 22,500.00	\$ 200.00	\$ 30,000.00	\$ 150.00	\$ 22,500.00	\$ 148.00	\$ 22,200.00	\$ 160.00	\$ 24,000.00
11	PAVEMENT PATCH	LF	30	\$ 50.00	\$ 1,500.00	\$ 100.00	\$ 3,000.00	\$ 65.00	\$ 1,950.00	\$ 50.00	\$ 1,500.00	\$ 80.00	\$ 2,400.00	\$ 75.00	\$ 2,250.00	\$ 100.00	\$ 3,000.00
12	STONH SEMIG, 1 1/2" RCP, CLASS 4	LF	30	\$ 50.00	\$ 1,500.00	\$ 100.00	\$ 3,000.00	\$ 65.00	\$ 1,950.00	\$ 50.00	\$ 1,500.00	\$ 80.00	\$ 2,400.00	\$ 75.00	\$ 2,250.00	\$ 100.00	\$ 3,000.00
Total Bid Price					\$ 1,897,800.00		\$ 2,137,800.00		\$ 2,137,800.00		\$ 2,867,500.00		\$ 3,850,000.00		\$ 4,126,200.00		\$ 4,126,200.00



VICINITY MAP



LEGEND

PROJECT LOCATION ●



	PROJECT: 2016 Intake Repair Program		
	LOCATION: Multiple Locations Around WDM		
DRAWN BY: JDR	DATE: 12/6/2016	PROJECT: 0510-017-2016	SHT. 1 of 1

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

DATE: January 9, 2017

- ITEM:** Public Hearing – Valley View Aquatic Center and Holiday Aquatic Center Improvements– City Initiated:
1. Resolution – Approval of Plans and Specifications
 2. Motion – Receive and File Report of Bids
 3. Resolution – Reject Bids

FINANCIAL IMPACT: None at this time.

BACKGROUND: Bids were received for the Valley View Aquatic Center & Holiday Aquatic Center Pool Improvements project on January 4, 2017. One contractor submitted a bid, and it was substantially higher than the estimate prepared by the project consultant, Water's Edge Aquatic Design. The project estimate was \$160,000 and there is \$287,900 available (\$257,900 in the C.I.P. and \$30,000 in the operating budget). The low bid of \$228,365.00 was received from Fischer Bros. LLC of Eau Claire, Wisconsin. This bid was \$68,365 over the estimate. Due to only receiving one bid and the amount of the overage, City staff is recommending that the bid be rejected. The project included three components. Staff plans to rebid one component as a single project, the pool basin repainting at Holiday Aquatic Center, with the intent to repaint the basin prior to the pool opening. The funds for this portion of the project are in the operating budget which requires the work to be done by the end of the fiscal year. The remaining renovation items are budgeted in the CIP and would be rebid later in the year with a fall construction.





The Council is asked to hold the public hearing on the plans, specifications, estimate of cost, and form of contract, approve the resolution adopting the same, and receive and file the report of bids. Staff is recommending that the Council reject bids, and approve the resolution adopting the same. A copy of the bid tabulation is attached for your information

OUTSTANDING ISSUES: No outstanding issues other than those already described above.

RECOMMENDATION: That the Council hold the public hearing and pass the resolution to approve the plans and specifications, move to receive and file the report of bids, and pass the resolution to reject all bids.

Lead Staff Member: David Sadler, Landscape Architect 

STAFF REVIEWS

Department Director	
Appropriations/Finance	
Legal	
Agenda Acceptance	

PUBLICATION(S) (if applicable)

Published In	Des Moines Register
Dates(s) Published	December 30, 2016

SUBCOMMITTEE REVIEW (if applicable)

Committee	N/A		
Date Reviewed			
Recommendation	Yes	No	Split

**Resolution Adopting Plans,
Specifications, Form of Contract, and
Estimate of Cost**

WHEREAS, on December 12, 2016 Plans, Specifications, Form of Contract, and Estimate of Cost were filed with the City Clerk for the following described public improvement:

**Valley View Aquatic Center & Holiday Park Aquatic Center
Pool Improvements**

and,

WHEREAS, notice of hearing on Plans, Specifications, Form of Contract, and Estimate of Cost for said public improvements was published as required by law;

therefore

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA, that the Plans, Specifications, Form of Contract, and Estimate of Cost for said public improvement are hereby approved.

PASSED AND APPROVED this 9th day of January, 2017.

Steven K. Gaer, Mayor

ATTEST:

Ryan Jacobson, City Clerk

**Resolution Rejecting Bids for
Construction of the
Valley View Aquatic Center & Holiday Park Aquatic Center Pool Improvements**

WHEREAS, on December 12, 2016 Plans, Specifications, Form of Contract, and Estimate of Cost were filed with the City Clerk for the following described public improvement:

**Valley View Aquatic Center & Holiday Park Aquatic Center
Pool Improvements**

and,

WHEREAS, the lowest responsible bid was significantly higher than the project estimate; and,

WHEREAS, it is in the best interest of the citizens of the City of West Des Moines, Iowa that the City Council reject the previously filed bids.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA, that all bids submitted for the construction of the Valley View Aquatic Center & Holiday Park Aquatic Center Pool Improvements project are hereby rejected.

PASSED AND APPROVED this 9th day of January, 2016.

Steven K. Gaer, Mayor

ATTEST:

Ryan Jacobson, City Clerk

**VALLEY VIEW PARK AQUATIC CENTER & HOLIDAY PARK AQUATIC CENTER
POOL IMPROVEMENTS**

Project #: 0510-040-2016
Bid Tabulation
1/4/2017

ESTIMATE
Water's Edge
Aquatic Design
Lenexa, KS
Eau Clair, WI

BIDDER 1
Fischer Bros. LLC

<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUAN.</u>	<u>UNIT</u>	<u>EXT.</u>	<u>UNIT</u>	<u>EXT.</u>
1. Holiday Park Aquatic Center- Pool Basin Repainting	LS	1	35,000.00	35,000.00	88,300.00	88,300.00
2. Holiday Park Aquatic Center Renovation *includes refurbishment of play structure; repainting of (2) water slide structures including stairs & handrails; and replacement of basketball goal.	LS	1	45,000.00	45,000.00	72,150.00	72,150.00
3. Valley View Park Aquatic Center Renovation *includes repainting of (3) water slide structures including stairs & handrails.	LS	1	80,000.00	80,000.00	67,915.00	67,915.00
TOTAL BID				160,000.00		228,365.00

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

6(e)

DATE: January 9, 2017

ITEM:

Public Hearing (5:35 p.m.)
Quail Park Channel Repair

FINANCIAL IMPACT:

The engineering estimate of construction cost was estimated to be \$87,500.00 for the Quail Park Channel Repair. There were eight (8) bids submitted with the low bid of \$66,150.00 being submitted by RW Excavating (Prairie City, IA). 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:

Channel erosion issues were reported along the Quail Park Area Sanitary Sewer corridor north of the Thornwood subdivision. This project allows for the construction of necessary improvements to stabilize the drainage channel and protect portions of the public sanitary sewer in this area. The project is anticipated to be completed by June 1, 2017.

This agenda item was distributed to the Public Services Subcommittee by e-mail only since there was no meeting.

OUTSTANDING ISSUES:

None.

RECOMMENDATION:

City Council Adopt:

- Resolution adopting Plans, Specifications, Form of Contract, and Estimate of Costs for Quail Park Channel Repair;
- Motion receiving and filing Report of Bids;
- Resolution awarding the construction contract to RW Excavating.

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>JBSW</i>
Agenda Acceptance	<i>(Signature)</i>

PUBLICATION(S) (if applicable)

Published In	Des Moines Register
Dates(s) Published	December 30, 2016

SUBCOMMITTEE REVIEW (if applicable)

Committee				
Date Reviewed				
Recommendation	<table border="1"> <tr> <td>Yes</td> <td>No</td> <td>Split</td> </tr> </table>	Yes	No	Split
Yes	No	Split		

**RESOLUTION APPROVING ADOPTING PLANS, SPECIFICATIONS, FORM OF
CONTRACT, AND ESTIMATE OF COST**

WHEREAS, on December 12, 2016, Plans, Specifications, Form of Contract, and Estimate of Cost were filed with the City Clerk for the following described public improvement:

**Quail Park Channel Repair
Project No. 0510-038-2016**

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 on this 9th day of **January, 2017**.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

RESOLUTION 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:

**Quail Park Channel Repair
Project No. 0510-038-2016**

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 RW Excavating, in the amount of \$66,150.00 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 Quail Park Channel Repair, is hereby awarded to RW Excavating, in the amount of \$66,150.00 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 9th day of January, 2017.

Steven K. Gaer, Mayor

ATTEST:

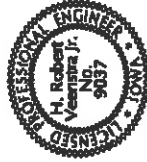
Ryan T. Jacobson, City Clerk

BID TABULATION
WEST DES MOINES, IOWA
QUAIL PARK CHANNEL REPAIR
PROJECT NO. 051D-08B-2016

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	RW Excavating & Dozing 13293 S 88th Avenue W Prairie City, IA 50228		J&K Contracting, LLC 1307 East Lincoln Way Ames, IA 50010		McAninch Corporation 4001 Delaware Avenue Des Moines, IA 50313		Minturn, Inc. 309 N. Orchard Street Brooklyn, IA 52211	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1	Interim Protection of Sewer Service	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 3,360.00	\$ 3,360.00	\$ 7,928.00	\$ 7,928.00	\$ 13,500.00	\$ 13,500.00
2	Imported Fill	CY	400	16.00	6,400.00	12.00	4,800.00	13.00	5,200.00	47.00	18,800.00
3	Rip-Rap	TON	175	70.00	12,250.00	95.00	16,625.00	83.00	14,525.00	85.00	14,875.00
4	Steel Sheeting	SF	420	50.00	21,000.00	34.00	14,280.00	29.50	12,390.00	50.00	21,000.00
5	Site Grading	LS	1	10,000.00	10,000.00	24,444.00	24,444.00	22,238.00	22,238.00	3,000.00	3,000.00
6	Erosion Control	LS	1	2,000.00	2,000.00	1,500.00	1,500.00	4,725.00	4,725.00	1,400.00	1,400.00
7	Seeding	ACRE	1	6,500.00	6,500.00	2,200.00	2,200.00	2,992.00	2,992.00	3,000.00	3,000.00
8	Traffic Control	LS	1	2,000.00	2,000.00	500.00	500.00	262.00	262.00	400.00	400.00
9	Construction Staking	LS	1	3,000.00	3,000.00	1,800.00	1,800.00	2,940.00	2,940.00	1,000.00	1,000.00
TOTAL BID (Items 1-9)				\$66,150.00		\$69,529.00		\$73,200.00		\$76,975.00	

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	Halbrook Excavating 4807 SE Rio Court Ankeny, IA 50021		Synergy Contracting, LLC 1120 2nd Street NE Bondurant, IA 50035		Landwehr Construction, Inc. P.O. Box 1086 St. Cloud, MN 56302		Rochon Corporation of Iowa, Inc. 3401 106th Circle Urbandale, IA 50322	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1	Interim Protection of Sewer Service	LS	1	\$ 4,750.00	\$ 4,750.00	\$ 5,600.00	\$ 5,600.00	\$ 5,000.00	\$ 5,000.00	\$ 28,000.00	\$ 28,000.00
2	Imported Fill	CY	400	20.00	8,000.00	14.00	5,600.00	25.00	10,000.00	35.00	14,000.00
3	Rip-Rap	TON	175	65.00	11,375.00	84.00	14,700.00	90.00	15,750.00	85.00	14,875.00
4	Steel Sheeting	SF	420	50.00	21,000.00	49.00	20,580.00	34.00	14,280.00	80.00	33,600.00
5	Site Grading	LS	1	27,500.00	27,500.00	44,100.00	44,100.00	55,000.00	55,000.00	25,000.00	25,000.00
6	Erosion Control	LS	1	6,000.00	6,000.00	4,900.00	4,900.00	7,000.00	7,000.00	3,000.00	3,000.00
7	Seeding	ACRE	1	5,500.00	5,500.00	2,800.00	2,800.00	3,000.00	3,000.00	4,000.00	4,000.00
8	Traffic Control	LS	1	13,000.00	13,000.00	2,800.00	2,800.00	3,000.00	3,000.00	1,500.00	1,500.00
9	Construction Staking	LS	1	2,250.00	2,250.00	2,800.00	2,800.00	4,500.00	4,500.00	1,500.00	1,500.00
TOTAL BID (Items 1-9)				\$99,375.00		\$103,880.00		\$117,530.00		\$125,475.00	

I hereby certify that this is a true tabulation of bids received on January 4, 2017 by the City of West Des Moines, Iowa.

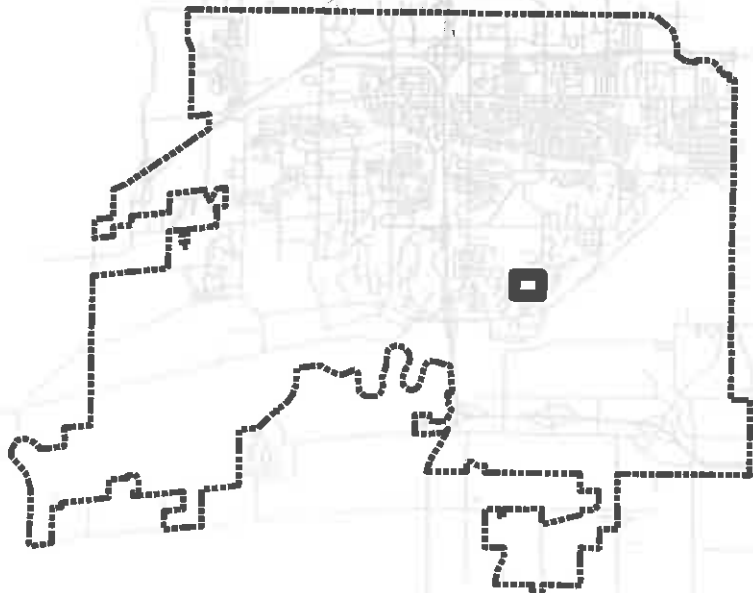


H. Robert Veestra Jr.
H. Robert Veestra Jr., P.E.
Iowa License No. 9037

My license renewal date is December 31, 2018



VICINITY MAP



LEGEND

PROJECT LOCATION 



PROJECT: **Quail Park Channel Repair**

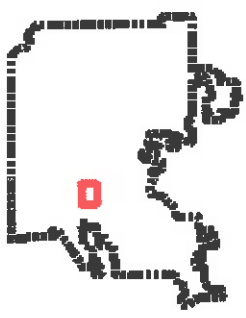
LOCATION: **North of Thornwood Road, West of S. 35th Street**

DRAWN BY: JDR

DATE: 11/29/2016

PROJECT: 0510-038-2016

SHT. 1 of 1



- Legend**
- Parcels
 - Parks
 - Greenways

Bridgewood PUD Parcel L Removal



1: 5,174

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

862.3 0 431.16 862.3 Feet

NAD_1983_StatePlane_Iowa_South_FIPS_1402_Feet
 © City of West Des Moines, Iowa

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

Date: January 9, 2017

ITEM: Quail Park Woods, 4101 Grand Avenue – Establish a Planned Unit Development (PUD) Ordinance to reduce side yard setbacks and enhance architectural standards – Neighborhood Builders – ZC-003325-2016

MOTION: Refer to Plan and Zoning Commission

FINANCIAL IMPACT: Undetermined.

BACKGROUND: The applicant, Neighborhood Builders, with permission from the property owner, Ben Lounsbury, is requesting a rezoning for 4101 Grand Avenue to change from Single Family Residential Estate (RE-1A) to Planned Unit Development (PUD) to be able to reduce the side yard setbacks and enhance architectural standards.

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)

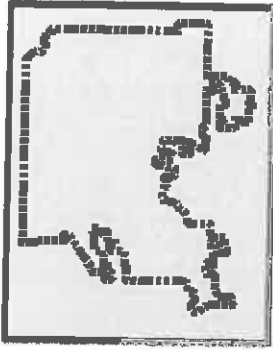
Committee	n/a		
Date Reviewed	n/a		
Recommendation	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Split <input type="checkbox"/>

ATTACHMENTS:

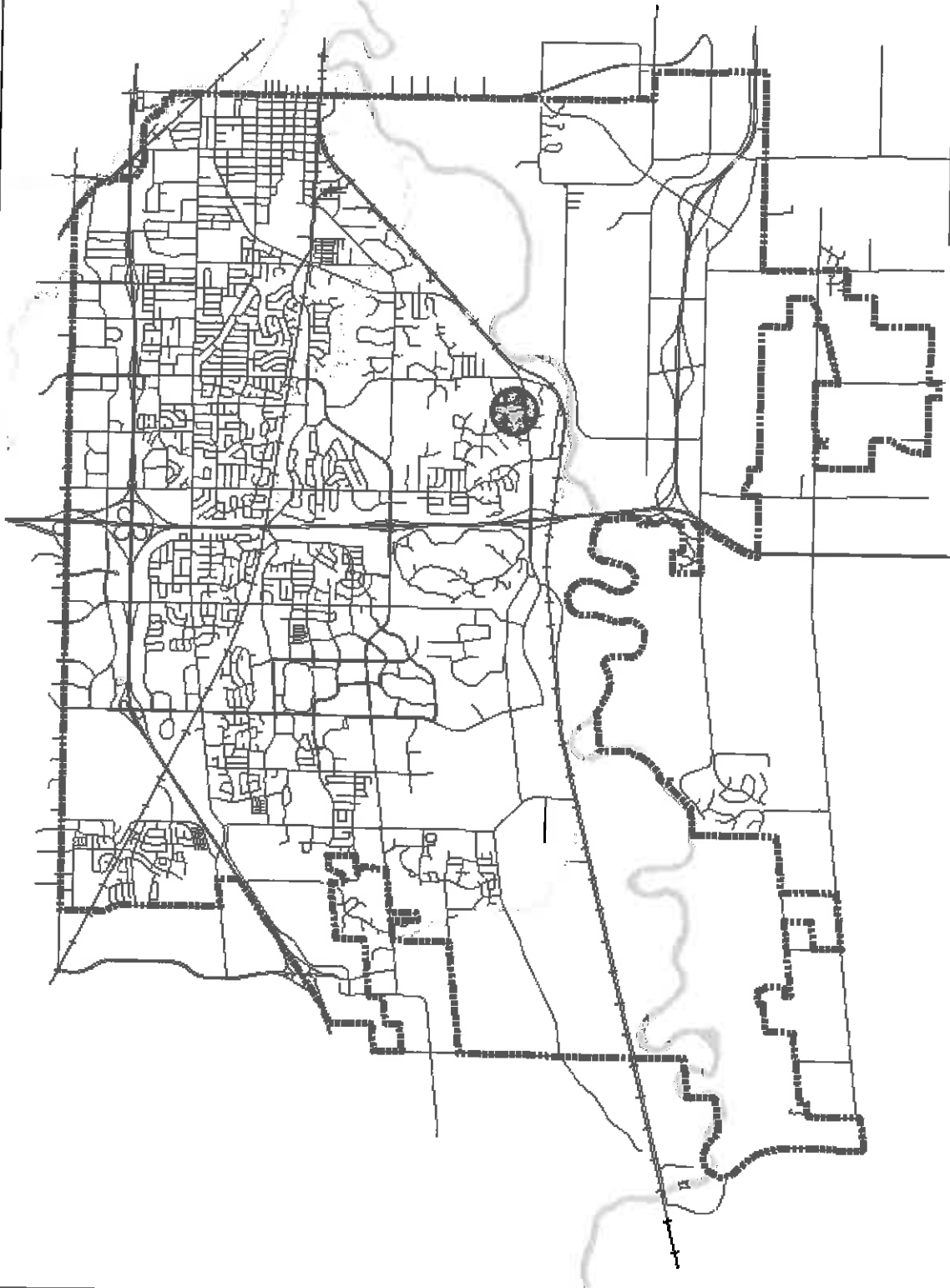
Exhibit I - Location Map



Quail Park Woods 4101 Grand Avenue



Legend



1: 86,111



14,351.9 0 7,175.95 14,351.9 Feet



NAD_1983_StatePlane_Iowa_South_FIPS_1402_Feet
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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: January 9, 2017

ITEM: Vending Machines, Fuel Pumps and ATMs – Amend Title 9, Zoning, to establish definitions, regulations and performance standards for Vending Machines, Fuel Pumps and ATMs - City Initiated – AO-003330-2016

MOTION: Refer to Plan and Zoning Commission

FINANCIAL IMPACT: Undetermined.


BACKGROUND: The Development Services Department requests an amendment to Title 9, Zoning, to establish definitions, regulations and performance standards for Vending Machines, Fuel Pumps and ATMs. Vending machines are evolving to become more than a mechanized device that dispenses small items such as snack foods and beverages. With improvements in technology and increased demand for internet commerce options, the type and desired locations for these machines has the potential to expand dramatically. The intent of these ordinance amendments is to establish definitions, regulations and performance standards to address the new ways vending machines are being used.

At this time the City is requesting that the City Council initiate the ordinance amendment request and refer it to the Plan and Zoning Commission for their review and recommendation. The initiation of the ordinance amendment request by the City Council does not indicate support or opposition to the request.

RECOMMENDATION: Staff recommends initiation of the ordinance amendment request and forwarding it to the Plan and Zoning Commission for their review and recommendation.

Lead Staff Member: J. Bradley Munford, Planner 

STAFF REVIEWS:

Department Director	
Appropriations/Finance	
Legal	
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	No <input type="checkbox"/>	Split <input type="checkbox"/>

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

DATE: January 9, 2017

ITEM: Phenix, Northeast corner of 7th Street and Walnut Street – Rezone the property per direction of the City Council – City Initiated – CPA-003273-2016/ZC-003274-2016


MOTION: Refer to Plan and Zoning Commission

FINANCIAL IMPACT: Undetermined.

BACKGROUND: The applicant, the City of West Des Moines, represented by the Development Services Department requests a rezoning of the former Phenix School site to allow for redevelopment of that property located at the northeast corner of 7th Street and Walnut Street. The request is intended to rezone the entire property from “Single Family – Valley Junction” to a different zoning district or Planned Unit Development (PUD), if determined to be necessary, reflective of a specific redevelopment project to be determined by the City Council at a subsequent Council meeting. In conjunction with the rezoning request, a Comprehensive Plan Land Use Map Amendment will also be requested if necessary.

At this time staff requests 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: Linda Schemmel, AIA, Development Coordinator 

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)

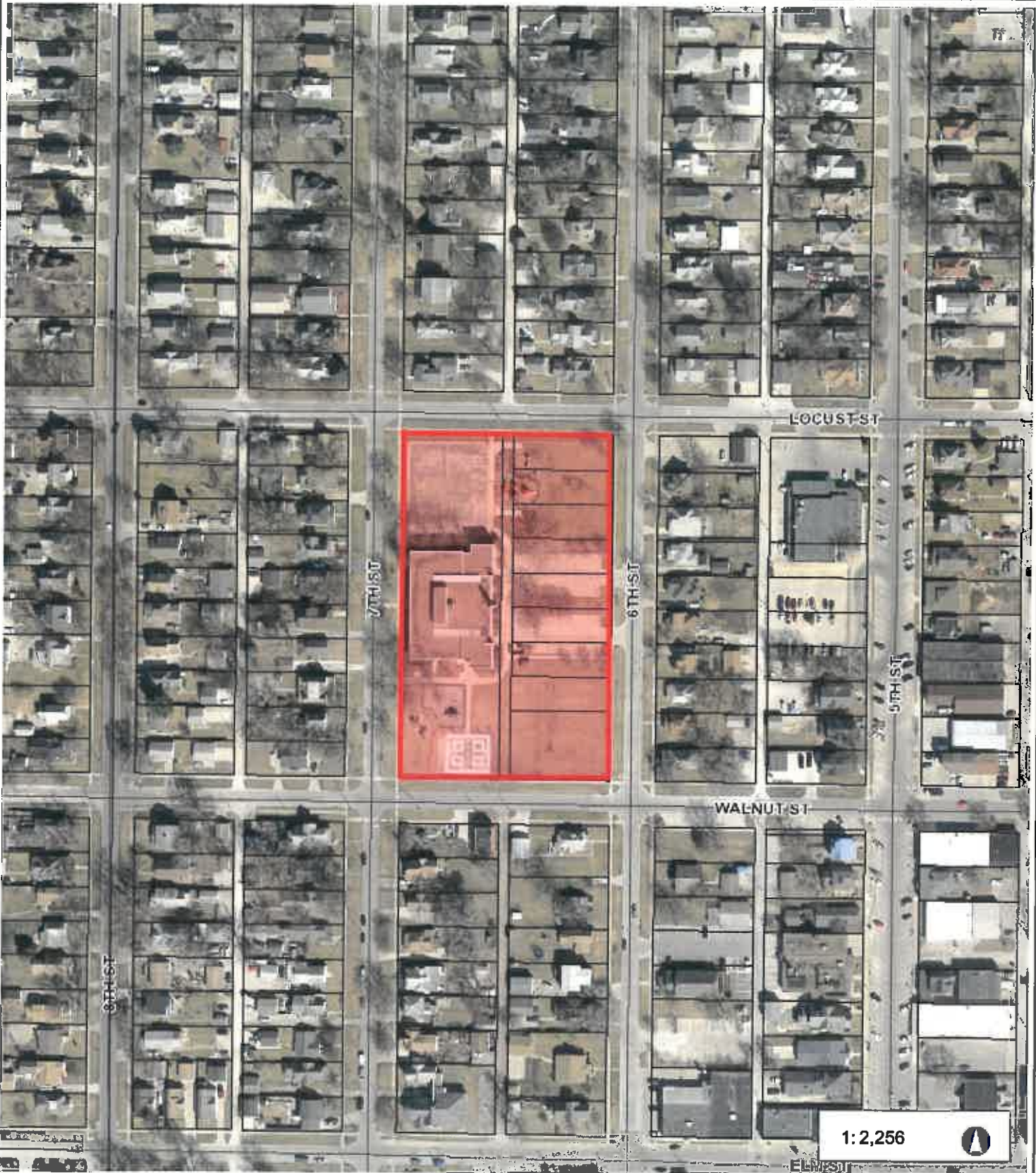
Committee	N/A		
Date Reviewed			
Recommendation	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Split <input type="checkbox"/>

ATTACHMENTS:

- Exhibit I
- Location Map



Phenix Location Map



1:2,256



376.0 0 188.00 376.0 Feet

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

NAD_1983_StatePlane_Iowa_South_FIPS_1402_Feet
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