

CITY OF WEST DES MOINES

COUNCIL AGENDA

date: August 21, 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

4. Consent Agenda

- a. Motion - Approval of Minutes of August 7, 2017 Meeting
- b. Motion - Approval of Bill Lists
- c. Motion - Approval of Liquor Licenses:
 - 1. Bradley's Pub, Inc., d/b/a Bradley's Pub, 1300 50th Street, Suite 203 - Class LC Liquor License with Sunday Sales - Renewal
 - 2. KRC Partners, LLP, d/b/a Cooper's on 5th, 227 5th Street - Class LC Liquor License with Sunday Sales - Renewal
 - 3. Embassy Club West, LLC, d/b/a Embassy West - Class LC Liquor License with Carryout Wine, Sunday Sales, Outdoor Service, and Catering Privileges - Renewal
 - 4. Fall Foods, Inc., d/b/a Godfathers Pizza, 5919 Ashworth Road - Class B Beer Permit with Sunday Sales - Renewal
 - 5. Hana Ramen Sushi, Inc. d/b/a Hana Ramen Sushi, 7450 Bridgewood Boulevard, #205 - Class LC Liquor License with Sunday Sales - New
 - 6. Jethro's Bacon Bacon, Inc., d/b/a Jethro's BBQ n'Bacon Bacon, 1480 22nd Street - Class LC Liquor License with Sunday Sales, Outdoor Service, and Catering Privileges - Renewal
 - 7. Lodge of Ashworth, Inc., d/b/a The Lodge of Ashworth Club, 909 Ashworth Road - Class LC Liquor License with Sunday Sales, Living Quarters, Outdoor Service, and Catering Privileges - Renewal

Council Agenda

August 21, 2017

8. Ohana Inc. d/b/a Ohana Steakhouse, 2900 University Avenue, Suite A - Class LC Liquor License with Sunday Sales - Renewal
9. Sakura Sushi, Inc., d/b/a Sakura Sushi, 1960 Grand Avenue, Suite 11 - Class LC Liquor License with Sunday Sales - Renewal
- d. Motion - Approval of Orders and Affirmative Defenses for Violations of Alcohol Laws
- e. Motion - Approval of Special Event Lane Closure - Giles Street Block Party, August 26, 2017
- f. Motion - Approval of Parking on School Property Grass - 2017 Valley Stadium Football Games
- g. Motion - Approval of Appointment - Bicycle Advisory Commission
- h. Motion - Acceptance of Byrne-JAG Law Enforcement Grant
- i. Motion - Approval of Professional Services Agreement - Aquatic Centers Hiring and Maintenance Process Mapping
- j. Motion - Approval of Change Order #1 - Valley Junction Alley Improvements, Phase 4
- k. Resolution - Approval of Compensation - City Manager
- l. Resolution - Order Construction - 2017 Asphalt Trail Renovation Project
- m. Resolution - Approval of Professional Services Agreements:
 1. 2017 Sewer Cleaning and Televising Program
 2. 2017 Sewer Rehabilitation Program
 3. 2017 ADA Sidewalks Program
 4. 2017 Durable Pavement Markings
 5. 2017 Guardrails Program
 6. 2018 PCC Reconstruction Program
 7. Intersection Improvements - Intersection of 1st Street and Ashworth Road and Intersection of 1st Street and Railroad Avenue
 8. Fairmeadows Creek Drainage Study
 9. 2017 Stormwater Intake Repair Program
 10. 2018 PCC Patching and Medians Program
 11. 2018 HMA Resurfacing Program
 12. City Entrance Enhancements Study
 13. Johnson Creek Conveyance Improvements - Phases 1A and 1B
- n. Resolution - Approval of 28E Agreement with the City of Norwalk and West Des Moines Water Works - Veterans Parkway Improvements
- o. Resolution - Establish Just Compensation and Approve Acquisition of Property:
 1. Alluvion Water Booster Station
 2. EP True Parkway Extension
- p. Resolution - Approval and Acceptance of Purchase Agreements and Property Interests:
 1. Ashworth Road Improvements, Phase 1
 2. Ashworth Road Improvements, Phase 2
- q. Resolution - Approval of Tenant Purchase-Agreement - Project Osmium Public Infrastructure
- r. Resolution - Approval of Language for Local Option Sales and Services Tax Referendum in Dallas County

5. Old Business

- a. Jordan Creek Business Park, Village View Drive between South 60th Street and South 64th Street - Specific Plan Amendment to Allow SIC 4225 "Self-Service Storage Facility - Interior Unit Access with no Outside Storage Yard" as a Permitted Use - Rueter & Zenor Company and Rueter Corporation (Continued from July 10, 2017 and August 7, 2017)
 - 1. Motion - Continue to September 5, 2017

- b. Villas on Ashworth, generally located at 8585 Ashworth Road - Amend Comprehensive Plan Land Use Map from Office to High Density Residential and Community Commercial and Designate Residential High Density Zoning and Community Commercial Zoning on approx. 36 acres - Fink Enterprises, LC (Continued from July 24, 2017 and August 7, 2017)
 - 1. Resolution - Approval of Comprehensive Plan Amendment
 - 2. Ordinance - Approval of First Reading

- c. Amendment to City Code - Title 9 (Zoning), Chapter 3 (General Zoning Provisions) and Chapter 6 (Commercial, Office and Industrial Zoning District) - Amend Regulations Pertaining to Single Family Residential Uses in Non-Single Family Residential Designated Areas - City Initiated
 - 1. Ordinance - Approval of Second Reading

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

- a. Trailside, 5003 EP True Parkway - Establish a Planned Unit Development (PUD) to Define Uses and Development Standards for Reuse of the Previous Dahl's Building - Ridgway Titleholder, LLC
 - 1. Ordinance - Approval of First Reading

- b. Jordan Creek Crossing I, north side of Coachlight Drive between South 64th Street and South 68th Street - Amend the Specific Plan Ordinance to Allow SIC 7999 (Court Games) as a Permitted Use and Update the Specific Plan Map and Architectural Precedent Images - 68th Street Properties, LLC
 - 1. Ordinance - Approval of First Reading

- c. Midtown Urban Renewal Area - City Initiated
 - 1. Resolution - Approval of Urban Renewal Plan
 - 2. Ordinance - Approval of First Reading

- d. Holiday and Valley View Aquatic Center Water Slide Structure Refurbishment - City Initiated
 - 1. Resolution - Approval of Plans and Specifications
 - 2. Motion - Receive and File Report of Bids
 - 3. Resolution - Award Contract

- e. Holiday Aquatic Center Play Structure Refurbishment - City Initiated
 - 1. Resolution - Approval of Plans and Specifications
 - 2. Motion - Receive and File Report of Bids
 - 3. Resolution - Award Contract

7. New Business

- a. All State Industrial Plat 3, 480 South 18th Street - Plat Property into Two Lots, One Outlot and One Street Lot - All State Investments, LC
 - 1. Resolution - Approval and Release of Final Plat
- b. Mills Crossing Plat 1, 5901 Mills Civic Parkway - Subdivide the Property into Seven Lots for Commercial Development - Hurd Mills, LLC
 - 1. Resolution - Approval and Release of Final Plat
- c. The Parkways, northwest corner of South Jordan Creek Parkway and Mills Civic Parkway - Subdivide Property into Five Lots for Commercial and Office Development, Two Outlots, and Four Street Lots - Hurd Parkways, LLC
 - 1. Resolution - Approval and Release of Final Plat

8. Receive, File and/or Refer

- a. Ashworth Road I-80 Corridor, generally located along Ashworth Road beginning west of I-80 east to Jordan Creek Parkway - Amend Comprehensive Plan Land Use Map and Zoning Map to Designate and Rezone Property to High Density Residential, Medium Density Residential, Office, Community Commercial, and Light Industrial - City Initiated (Refer to Plan and Zoning Commission)
- b. Cobb Property, 9450 Booneville Road - Consistency Zone approx. 12.7 acres from 'Unzoned' to Residential Single Family - City Initiated (Refer to Plan and Zoning Commission)
- c. Amendment to City Code - Title 9 (Zoning), Chapter 2 (Definitions) - Amend Definitions of Family to Comply with Code of Iowa - City Initiated (Refer to Plan and Zoning Commission)
- d. Amendment to City Code - Title 9 (Zoning), Chapter 6 (Commercial, Office and Industrial Zoning Districts) - Allow SIC 3843 (Dental Equipment and Supplies) as a Permitted Use in the Office District - Char Properties, LLC (Refer to Plan and Zoning Commission)
- e. West Des Moines Chamber of Commerce Memorandum Regarding Use of Economic Development Funds (Receive and File)

9. Other Matters

CITY COUNCIL WORKSHOP

(immediately follows Council meeting)

1. Parks and Recreation Advisory Board
2. Nazarene/Walnut Creek Property
3. Other Matters

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

August 7, 2017

West Des Moines City Council Proceedings
Monday, August 7, 2017

Mayor Steven K. Gaer opened the regularly scheduled meeting of the City Council of West Des Moines, Iowa, in the Council Chambers of the West Des Moines City Hall on Monday, August 7, 2017 at 5:30 PM. Council members present were: R. Messerschmidt, J. Sandager, K. Trevillyan, and R. Trimble.

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

Vote 17-436: Messerschmidt, Sandager, Trevillyan, Trimble...4 yes
Motion carried.

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

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

Council member Messerschmidt reported he attended a meeting of the Public Services Subcommittee, and he noted the Iowa Department of Transportation is conducting an online survey regarding I-80, so all are encouraged to participate. He also attended a meeting of the West Des Moines Chamber of Commerce Board, where discussion was held on uses for the \$50,000 previously donated by the City to the West Des Moines Development Connection, which no longer exists. He also attended a meeting of the Polk County Housing Trust Fund Board, where discussion was held on the Healthy Homes program.

City Manager Tom Hadden reported the City, as host for the Solheim Cup, was given a 30-second commercial spot during the event's television broadcast, so staff has worked with Bing Bang to produce a commercial for that purpose.

Clyde Evans, Community and Economic Development Director, reported when staff learned of this opportunity, there was a short timeframe to produce the commercial. Staff contracted with Bing Bang, a fairly new company located in West Des Moines, and they did an excellent job producing a commercial that highlights West Des Moines.

Brandon Bingham, Bing Bang, reported Bing Bang started in 2014 and now employs 11 people. He stated this commercial opportunity was a great opportunity for them to showcase their city. He then played the commercial for the Mayor and Council.

Mr. Evans expressed appreciation to all the businesses that participated in the filming of this commercial.

August 7, 2017

On Item 4. Consent Agenda.

Council members pulled Items 4(c)3, 4(f), 4(i), and 4(j)11 for discussion. It was moved by Messerschmidt, second by Trevillyan to approve the consent agenda as amended.

- a. Approval of Minutes of July 24, 2017 Meeting
- b. Approval of Bill Lists
- c. Approval of Liquor Licenses:
 - 1. Casey's Marketing Company, d/b/a Casey's General Store #2150, 2125 Grand Avenue - Class BC Beer Permit with Sunday Sales - Renewal
 - 2. Chipotle Mexican Grill of Colorado d/b/a Chipotle Mexican Grill, 490 South 68th Street, Suite 110 - Class LC Liquor License with Sunday Sales and Outdoor Service - Renewal
 - 4. Hy-Vee, Inc. d/b/a Hy-Vee Meeting Room, 1725 Jordan Creek Parkway - Transfer Location Temporarily to 1236 Jordan Creek Parkway (SpringHill Suites) - August 23-24, 2017
 - 5. Taste of the Junction, Inc., d/b/a Taste of the Junction - Five-Day Class B Beer Permit with Outdoor Service for Street Party Event in the 400 Block of Railroad Place, September 2, 2017
 - 6. Moreno's Corporation d/b/a Tequila Limon y Sal Mexican Restaurant, 5014 EP True Parkway - Class LC Liquor License with Sunday Sales - Renewal
 - 7. Trader Joe's East, Inc. d/b/a Trader Joe's #721, 6305 Mills Civic Parkway - Class BC Beer Permit with Carryout Wine and Sunday Sales - Renewal
 - 8. Stu's Petroleum, d/b/a Valley West Corner Store, 1400 Valley West Drive - Class BC Beer Permit with Carryout Wine and Sunday Sales - Renewal
- d. Approval of Special Event Lane Closure - 58th Street Block Party, August 12, 2017
- e. Approval of Contract - Aggregate for Unimproved Roads
- g. Approval of 28E Agreement - Public Works Mutual Assistance
- h. Order Construction - Coachlight Drive (South Jordan Creek Parkway to South 81st Street) and South 77th Street (Coachlight Drive to Mills Civic Parkway)
- j. Approval of Professional Services Agreements:
 - 1. Jordan Creek Pedestrian Underpasses Review
 - 2. EP True Parkway Widening - Jordan Creek Parkway to 81st Street
 - 3. Intersection Improvements - Intersection of Mills Civic Parkway and South Jordan Creek Parkway and Intersection of Coachlight Drive and South Jordan Creek Parkway
 - 4. Intersection Improvements - Intersection of South 51st Street and Mills Civic Parkway and Intersection of the Jordan Creek Town Center south entrance and Mills Civic Parkway
 - 5. South Grand Prairie Parkway - Stagecoach Drive to Mills Civic Parkway
 - 6. Valley West Drive and Westtown Parkway Sewer Improvements
 - 7. EP True Parkway Culvert along Fairmeadows Creek
 - 8. Nature Lodge - Lakeview Room Lighting

August 7, 2017

- 9. Badger Creek Watershed Study
- 10. Ashworth Road Reconstruction - I-80 Bridge to 98th Street
- k. Approval and Acceptance of Purchase Agreement and Conveyance of Property Interests - Walnut Creek Outfall Storm Sewer Improvements

Vote 17-437: Messerschmidt, Sandager, Trevillyan, Trimble...4 yes
Motion carried.

On Item 4(c)3 Approval of Liquor License - Fox Brewing, LLC d/b/a Fox Brewing, 103 South 11th Street - Class B Beer Permit with Sunday Sales, Brew Pub, High Proof Brew Pub, and Outdoor Service Privileges - Renewal

Council member Trimble stated he will abstain on this item due to a potential conflict of interest, as he has an investment with Fox Brewing, LLC.

It was moved by Sandager, second by Trevillyan to approve Item 4(c)3 Approval of Liquor License - Fox Brewing, LLC d/b/a Fox Brewing, 103 South 11th Street - Class B Beer Permit with Sunday Sales, Brew Pub, High Proof Brew Pub, and Outdoor Service Privileges - Renewal.

Vote 17-438: Messerschmidt, Sandager, Trevillyan...3 yes
Trimble... 1 abstain due to potential conflict of interest
Motion carried.

On Item 4(f) Approval of Contract Amendment - Custodial Services at City Hall

Council member Trimble inquired how this arrangement will save money for the City.

Bret Hodne, Public Services Director, reported the City has eliminated two building maintenance positions and is now contracting out all custodial services. This arrangement created a void with nobody available to change room setups at City Hall, therefore it was necessary to have that service added to the custodial services contract. The savings will be realized from the cost differential between those two eliminated positions and this contract.

It was moved by Trimble, second by Sandager to approve Item 4(f) Approval of Contract Amendment - Custodial Services at City Hall.

Vote 17-439: Messerschmidt, Sandager, Trevillyan, Trimble...4 yes
Motion carried.

On Item 4(i) Approval of Agreement with the Department of the Army - Walnut Creek Outfall Storm Sewer

August 7, 2017

Council member Trimble inquired why this work needs to be done at this time at the City's expense.

Brian Hemesath, Interim City Engineer, stated the Federal Government funding for reviewing Section 408 permits ran out when they were within a week of completing the review and getting the permit approved. Timing of this is important because there is a Des Moines Water Works water main in conflict with the project that needs to be worked on in a certain timeframe. If the review does not get completed in a timely fashion, the project will have to be pushed out an entire year. He noted the \$12,750 is a conservative estimate, and the actual cost to the City should not exceed that amount. Staff is recommending the City cover the cost for the remainder of the Corps' review.

It was moved by Trimble, second by Trevillyan to approve Item 4(i) Approval of Agreement with the Department of the Army - Walnut Creek Outfall Storm Sewer.

Vote 17-440: Messerschmidt, Sandager, Trevillyan, Trimble...4 yes
Motion carried.

On Item 4(j)11 Approval of Professional Services Agreement - South 33rd Street and Fuller Road Retaining Wall Improvements

Council member Trimble requested that staff look into ways to improve the sight-triangle at this intersection and to relocate the sidewalk further away from Fuller Road.

Brian Hemesath, Interim City Engineer, stated staff already has plans to seek those types of improvements.

It was moved by Trimble, second by Sandager to approve Item 4(j)11 Approval of Professional Services Agreement - South 33rd Street and Fuller Road Retaining Wall Improvements

Vote 17-441: Messerschmidt, Sandager, Trevillyan, Trimble...4 yes
Motion carried.

On Item 5(a) Jordan Creek Business Park, Village View Drive between South 60th Street and South 64th Street - Specific Plan Amendment to Allow SIC 4225 "Self-Service Storage Facility - Interior Unit Access with no Outside Storage Yard" as a Permitted Use, Rueter & Zenor Company and Rueter Corporation (Continued from July 10, 2017)

It was moved by Sandager, second by Trevillyan to continue Item 5(a) Jordan Creek Business Park Specific Plan Amendment to August 21, 2017.

Vote 17-442: Messerschmidt, Sandager, Trevillyan, Trimble...4 yes
Motion carried.

August 7, 2017

On Item 5(b) Microsoft DSM09 (Osmium), generally located west of I-35 at the intersection of 110th Street and 10th Avenue in Madison and Warren County - Amend Zoning Map for Light Industrial for Construction of a Data Center, 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 17-443: Messerschmidt, Sandager, Trevillyan, Trimble...4 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 17-444: Messerschmidt, Sandager, Trevillyan, Trimble...4 yes
Motion carried.

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

Vote 17-445: Messerschmidt, Sandager, Trevillyan, Trimble...4 yes
Motion carried.

On Item 5(c) Cedar Ridge Lots 3-8, north side of intersection of Mills Civic Parkway and South 91st Street - Consistency Zone approx. 9 acres from 'Unzoned' to Residential Estate, initiated by the City of West Des Moines

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

Vote 17-446: Messerschmidt, Sandager, Trevillyan, Trimble...4 yes
Motion carried.

The City Clerk read the preamble to the ordinance.

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

Vote 17-447: Messerschmidt, Sandager, Trevillyan, Trimble...4 yes
Motion carried.

August 7, 2017

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

Vote 17-448: Messerschmidt, Sandager, Trevillyan, Trimble...4 yes
Motion carried.

On Item 5(d) Boston Property, 9975 Booneville Road - Designate Residential Medium Density Zoning on approx. 11.68 acres, initiated by Chayse Holding, LLC

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

Vote 17-449: Messerschmidt, Sandager, Trevillyan, Trimble...4 yes
Motion carried.

The City Clerk read the preamble to the ordinance.

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

Vote 17-450: Messerschmidt, Sandager, Trevillyan, Trimble...4 yes
Motion carried.

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

Vote 17-451: Messerschmidt, Sandager, Trevillyan, Trimble...4 yes
Motion carried.

On Item 5(e) Phenix, northeast corner of 7th Street between Walnut Street and Locust Street - Amend the Planned Unit Development (PUD) to Remove Allowances for Development of Single Family Homes, initiated by the City of West Des Moines

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

Council member Sandager inquired about the plans for the fence around the playground.

Sally Ortgies, Parks and Recreation Director, responded staff intends to seek input from the neighbors. She noted the City's other park playgrounds do not have fences around them, however none of the other playgrounds are this close to the street, so staff may consider retaining at least some of the fence for safety reasons.

August 7, 2017

Vote 17-452: Messerschmidt, Sandager, Trevillyan, Trimble...4 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 17-453: Messerschmidt, Sandager, Trevillyan, Trimble...4 yes
Motion carried.

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

Vote 17-454: Messerschmidt, Sandager, Trevillyan, Trimble...4 yes
Motion carried.

On Item 5(f) Villas on Ashworth, generally located at 8585 Ashworth Road - Amend Comprehensive Plan Land Use Map from Office to High Density Residential and Community Commercial and Designate Residential High Density Zoning and Community Commercial Zoning on approx. 36 acres, initiated by Fink Enterprises, LC (Continued from July 24, 2017)

It was moved by Sandager, second by Trevillyan to continue Item 5(f) Villas on Ashworth Comprehensive Plan Amendment and Rezoning to August 21, 2017.

Vote 17-455: Messerschmidt, Sandager, Trevillyan, Trimble...4 yes
Motion carried.

On Item 5(g) Issuance of \$7,650,000 General Obligation Bonds, Series 2017A, initiated by the City of West Des Moines

It was moved by Messerschmidt, second by Trevillyan to adopt Resolution - Appoint Paying Agent, Registrar, and Transfer Agent and Resolution - Authorizing the Issuance and Approval of Tax Exemption Certificate and Continuing Disclosure Certificate.

Vote 17-456: Messerschmidt, Sandager, Trevillyan, Trimble...4 yes
Motion carried.

On Item 5(h) Issuance of \$4,665,000 General Obligation Urban Renewal Bonds, Series 2017B, initiated by the City of West Des Moines

August 7, 2017

It was moved by Messerschmidt, second by Trevillyan to adopt Resolution - Appoint Paying Agent, Registrar, and Transfer Agent and Resolution - Authorizing the Issuance and Approval of Tax Exemption Certificate and Continuing Disclosure Certificate.

Vote 17-457: Messerschmidt, Sandager, Trevillyan, Trimble...4 yes
Motion carried.

On Item 5(i) Issuance of \$9,130,000 General Obligation Urban Renewal Bonds, Series 2017C, initiated by the City of West Des Moines

It was moved by Messerschmidt, second by Trevillyan to adopt Resolution - Appoint Paying Agent, Registrar, and Transfer Agent and Resolution - Authorizing the Issuance and Approval of Tax Exemption Certificate and Continuing Disclosure Certificate.

Vote 17-458: Messerschmidt, Sandager, Trevillyan, Trimble...4 yes
Motion carried.

On Item 5(j) Issuance of \$25,555,000 General Obligation Urban Renewal Bonds, Series 2017D, initiated by the City of West Des Moines

It was moved by Messerschmidt, second by Trevillyan to adopt Resolution - Appoint Paying Agent, Registrar, and Transfer Agent and Resolution - Authorizing the Issuance and Approval of Tax Exemption Certificate and Continuing Disclosure Certificate.

Vote 17-459: Messerschmidt, Sandager, Trevillyan, Trimble...4 yes
Motion carried.

On Item 5(k) Issuance of \$3,470,000 General Obligation Refunding Bonds, Series 2017E, initiated by the City of West Des Moines

It was moved by Messerschmidt, second by Trevillyan to adopt Resolution - Appoint Paying Agent, Registrar, and Transfer Agent and Resolution - Authorizing the Issuance and Approval of Tax Exemption Certificate, Continuing Disclosure Certificate, and Refunding Trust Agreement.

Vote 17-460: Messerschmidt, Sandager, Trevillyan, Trimble...4 yes
Motion carried.

On Item 6(a) Mayor Gaer indicated this was the time and place for a public hearing to consider Amend City Code - Title 9 (Zoning), Chapter 3 (General Zoning Provisions) and Chapter 6 (Commercial, Office and Industrial Zoning District) - Amend Regulations Pertaining to Single Family Residential Uses in Non-Single Family Residential Designated Areas, initiated by the City of West Des Moines. He asked for the date the notice was published and the City Clerk indicated the notice was published on July 21, 2017 in the Des Moines Register. Mayor Gaer

August 7, 2017

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 ordinance amendment.

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

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

Council member Trimble inquired if this ordinance amendment is in response to a specific request.

Linda Schemmel, Development Coordinator, responded there is one specific request currently, and there have been several other requests in the past that were dropped. She responded to further questions, stating the current ordinance, in cases where an existing home is damaged or destroyed, allows for a new home to be constructed within six months. This proposed ordinance would address cases where that six month timeframe has passed. She stated such a home would be considered legal non-conforming.

The Council held discussion on the statute of limitations in the proposed ordinance, which is 15 years from the time the home ceased to exist on the property. Council members Sandager, Trevillyan, and Trimble expressed support for shortening that statute of limitations before the ordinance comes back for 2nd reading in two weeks.

Vote 17-461: Messerschmidt, Sandager, Trevillyan, Trimble...4 yes
Motion carried.

The City Clerk read the preamble to the ordinance.

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

Vote 17-462: Messerschmidt, Sandager, Trevillyan, Trimble...4 yes
Motion carried.

On Item 6(b) Mayor Gaer indicated this was the time and place for a public hearing to consider Agreement for Private Development, initiated by IMT Insurance (Continued from July 24, 2017). He asked for the date the notice was published and the City Clerk indicated the notice was published on July 14, 2017 in the Des Moines Register. Mayor Gaer asked if any written comments had been received. The City Clerk stated none had been received.

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

August 7, 2017

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

Council member Trimble reported he attended the groundbreaking ceremony for IMT Insurance. He expressed appreciation to IMT Insurance and Hurd Real Estate for their investment in West Des Moines, which will add 33 new jobs to our community.

Vote 17-463: Messerschmidt, Sandager, Trevillyan, Trimble...4 yes
Motion carried.

On Item 6(c) Mayor Gaer indicated this was the time and place for a public hearing to consider 39th Street Parking Lot, initiated by the City of West Des Moines. He asked for the date the notice was published and the City Clerk indicated the notice was published on July 28, 2017 in the Des Moines Register. Mayor Gaer asked if any written comments had been received. The City Clerk stated none had been received.

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

It was moved by Sandager, second by Trimble to adopt Resolution - Approval of Plans and Specifications, Motion to Receive and File Report of Bids, and Resolution - Award Contract to Caliber Concrete, LLC.

Vote 17-464: Messerschmidt, Sandager, Trevillyan, Trimble...4 yes
Motion carried.

On Item 6(d) Mayor Gaer indicated this was the time and place for a public hearing to consider Raccoon River Park Portable Toilet Enclosures, initiated by the City of West Des Moines. He asked for the date the notice was published and the City Clerk indicated the notice was published on July 28, 2017 in the Des Moines Register. Mayor Gaer asked if any written comments had been received. The City Clerk stated none had been received.

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

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

Council member Trevillyan inquired if these enclosures will resemble the existing enclosures in Railroad Park.

Sally Ortgies, Parks and Recreation Director, responded they will be similar but have some different elements to mimic the signage in Raccoon River Park.

August 7, 2017

Council member Trevillyan inquired about the possibility of constructing permanent bathroom structures in Railroad Park and other neighborhood parks around the city that have water service.

Ms. Ortgies stated staff has not received many complaints about the parks without permanent bathroom structures, so it has never risen to the top of the list of priority projects. She noted each one would cost between \$100,000 and \$150,000.

Vote 17-465: Messerschmidt, Sandager, Trevillyan, Trimble...4 yes
Motion carried.

On Item 7(a) Fareway Plat 1, southwest corner of 81st Street and Mills Civic Parkway - Subdivide Property into One Lot for Commercial Development, initiated by Fareway Stores, Inc.

It was moved by Trevillyan, second by Sandager 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 17-466: Messerschmidt, Sandager, Trevillyan, Trimble...4 yes
Motion carried.

On Item 7(b) 3900 Westown Teller Canopy Removal, 3900 Westown Parkway - Approval of Demolition of an Existing Bank Canopy, initiated by Jerry's Homes, Inc.

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

Vote 17-467: Messerschmidt, Sandager, Trevillyan, Trimble...4 yes
Motion carried.

On Item 8(a) Trailside, 5003 EP True Parkway - Establish a Planned Unit Development (PUD) to Define Uses and Development Standards for Reuse of the Previous Dahl's Building - Ridgway Properties, LLC - Referred to Plan and Zoning

On Item 8(b) Jordan Creek Crossing I, north side of Coachlight Drive between South 64th Street and South 68th Street - Amend Specific Plan Ordinance to Allow SIC 7999 (Court Games) as a Permitted Use, Update the Specific Plan Map and Architectural Precedent Images - 68th Street Properties, LLC - Referred to Plan and Zoning

On Item 8(c) Amend City Code - Title 9 (Zoning) - Update Definitions and Regulations Pertaining to Accessory Structures - City Initiated - Referred to Plan and Zoning

On Item 9 - Other Matters: none

August 7, 2017

The meeting was adjourned at 6:15 p.m.

Respectfully submitted,

Ryan T. Jacobson, CMC
City Clerk

ATTEST:

Steven K. Gaer, Mayor

641
4(b)

CITY OF WEST DES MOINES
CITY COUNCIL ACTION ITEM

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

Regular Bi-Weekly Claims	08/21/2017		\$ 2,637,489.30
			Total \$ Amount
EFT Claims	08/21/2017		\$ 350,279.65
			Total \$ Amount
Control Pay	08/21/2017		\$ 533,020.81
			Total \$ Amount
End of Month & Off-Cycle	07/24/17 to 09/04/2017		\$ 13,709.90

Approved by the West Des Moines City Council
this 21st day of August, 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: 08/21/2017

Type	Date	Number	Source	Payee Name	Transaction Amount
Bank Account: WB VENDOR DISB - WB Vendor Disbursement					
Check	08/21/2017	305031	Accounts Payable	3 PRINCIPLES NETWORK	210.00
Check	08/21/2017	305032	Accounts Payable	ACME ELECTRIC COMPANIES	235.29
Check	08/21/2017	305033	Accounts Payable	ACME TOOLS-DES MOINES	528.27
Check	08/21/2017	305034	Accounts Payable	AECOM TECHNICAL SERVICES INC	9,671.66
Check	08/21/2017	305035	Accounts Payable	AHLERS & COONEY	7,221.68
Check	08/21/2017	305036	Accounts Payable	AIRPORT SIGNS & GRAPHICS	49.49
Check	08/21/2017	305037	Accounts Payable	ALLIANCE CONSTRUCTION GROUP LLC	355,617.02
Check	08/21/2017	305038	Accounts Payable	AMERICAN SECURITY CORP	6,136.69
Check	08/21/2017	305039	Accounts Payable	ARROW INTERNATIONAL INC	1,115.81
Check	08/21/2017	305040	Accounts Payable	ASCHEMAN, PHILIP	200.00
Check	08/21/2017	305041	Accounts Payable	AWARDS PROGRAM SERVICES INC	1,081.30
Check	08/21/2017	305042	Accounts Payable	BALL TEAM LLC	142,405.00
Check	08/21/2017	305043	Accounts Payable	BENJAMIN DESIGN COLLABORATIVE	3,310.00
Check	08/21/2017	305044	Accounts Payable	BJ STORAGE	150.00
Check	08/21/2017	305045	Accounts Payable	BONNIE'S BARRICADES	5,029.55
Check	08/21/2017	305046	Accounts Payable	BOUND TREE MEDICAL LLC	5,353.01
Check	08/21/2017	305047	Accounts Payable	BP	69.38
Check	08/21/2017	305048	Accounts Payable	BRICK GENTRY BOWERS SWARTZ & LEVIS PC	16,869.82
Check	08/21/2017	305049	Accounts Payable	BRIGHT & CLEAR SOLUTIONS, INC	1,850.00
Check	08/21/2017	305050	Accounts Payable	BRUNING, BUNNY	8,942.40
Check	08/21/2017	305051	Accounts Payable	CADE, NIKI	581.00
Check	08/21/2017	305052	Accounts Payable	CALIBER CONCRETE LLC	130,264.95
Check	08/21/2017	305053	Accounts Payable	CAPPEL'S ACE HARDWARE	80.59
Check	08/21/2017	305054	Accounts Payable	CARPENTER UNIFORM CO	3,403.17
Check	08/21/2017	305055	Accounts Payable	CDW GOVERNMENT INC	797.00
Check	08/21/2017	305056	Accounts Payable	CENTRAL IOWA READY-MIX	15,506.75
Check	08/21/2017	305057	Accounts Payable	CHAMPION SIGN & DISPLAY LLC	90.00
Check	08/21/2017	305058	Accounts Payable	CLIENTFIRST CONSULTING GROUP	14,948.97
Check	08/21/2017	305059	Accounts Payable	COLE, LEE	680.00
Check	08/21/2017	305060	Accounts Payable	CONCRETE TECHNOLOGIES	269,555.84
Check	08/21/2017	305061	Accounts Payable	CONFLUENCE INC	3,631.85
Check	08/21/2017	305062	Accounts Payable	CONTRACTOR SALES & SERVICE	617.10
Check	08/21/2017	305063	Accounts Payable	CRETIN, JENNIFER	10.00

City of West Des Moines
City Council Report
 Bank Account: WB VENDOR DISB - WB Vendor Disbursement
 Batch Date: 08/21/2017

Type	Date	Number Source	Payee Name	Transaction Amount
Check	08/21/2017	305064	CUMMINS CENTRAL POWER LLC	322.28
Check	08/21/2017	305065	CUSTOM AWARDS	45.00
Check	08/21/2017	305066	DALLAS COUNTY HEALTH DEPARTMENT	1,224.00
Check	08/21/2017	305067	DALLAS COUNTY RECORDER- reissue	980.00
Check	08/21/2017	305068	DE LAGE LANDEN	5,039.29
Check	08/21/2017	305069	DES MOINES GOLF & COUNTRY CLUB	82.20
Check	08/21/2017	305070	DES MOINES IRON AND SUPPLY	73.20
Check	08/21/2017	305071	DHARMESH , PATEL	10.00
Check	08/21/2017	305072	DICKEY , PHIL	3,765.00
Check	08/21/2017	305073	DRAKE UNIVERSITY CPS ELECTRICAL	10,200.00
Check	08/21/2017	305074	ENGINEERING & EQUIP ELSMORE	51.77
Check	08/21/2017	305075	SWIM SHOP	30.90
Check	08/21/2017	305076	EMS TECHNOLOGY SOLUTIONS	459.00
Check	08/21/2017	305077	EMSLRC	20.00
Check	08/21/2017	305078	ENVISION HOMES HOLDING COMPANY	18,451.32
Check	08/21/2017	305079	EVIDENT INC	60.98
Check	08/21/2017	305080	FAIR-PLAY	430.70
Check	08/21/2017	305081	FASTENAL COMPANY	67.77
Check	08/21/2017	305082	FROST , KATIE	20.40
Check	08/21/2017	305083	GBA SYSTEMS INTEGRATORS LLC	7,000.00
Check	08/21/2017	305084	GOLDEN VALLEY SUPPLY OF IA	173.38
Check	08/21/2017	305085	GRAINGER INC	1,049.99
Check	08/21/2017	305086	GRAYBAR ELECTRIC CO INC GRIMES	65.53
Check	08/21/2017	305087	ASPHALT & PAVING	67,041.04
Check	08/21/2017	305088	GUS CONSTRUCTION CO INC	167,268.78
Check	08/21/2017	305089	HDR ENGINEERING INC	7,466.37
Check	08/21/2017	305090	HERITAGE MICROBIAL CONTROL LLC	250.00
Check	08/21/2017	305091	HOME BUILDERS ASSOC OF IOWA EDUCATIONAL CORP	1,200.00
Check	08/21/2017	305092	HOME DEPOT CREDIT SERVICES	116.94
Check	08/21/2017	305093	HOME INC	8,504.00
Check	08/21/2017	305094	HORTON'S QUALITY K9 EQUIPMENT LLC	177.90
Check	08/21/2017	305095	HOWELL TREE FARM INC	520.00
Check	08/21/2017	305096	HY VEE INC	6.99

City of West Des Moines
City Council Report
 Bank Account: WB VENDOR DISB - WB Vendor Disbursement
 Batch Date: 08/21/2017

Type	Date	Number	Source	Payee Name	Transaction Amount
Check	08/21/2017	305097	Accounts Payable	HYDRAQUIP	300.00
Check	08/21/2017	305098	Accounts Payable	IAAI/IOWA CHAPTER	30.00
Check	08/21/2017	305099	Accounts Payable	INCENTIVE SERVICES INC	1,769.43
Check	08/21/2017	305100	Accounts Payable	INTIME SERVICES INC	8,064.00
Check	08/21/2017	305101	Accounts Payable	IOWA ATHLETIC FIELD CONSTRUCTION COMPANY	96,391.75
Check	08/21/2017	305102	Accounts Payable	IOWA CUBS SPORTS TURF MNGT	26,545.00
Check	08/21/2017	305103	Accounts Payable	IOWA DEPARTMENT OF AGRICULTURE & LAND STEWARDSHIP	75.00
Check	08/21/2017	305104	Accounts Payable	IOWA DEPARTMENT OF TRANSPORTATION	32.52
Check	08/21/2017	305105	Accounts Payable	IOWA PRISON INDUSTRIES	876.00
Check	08/21/2017	305106	Accounts Payable	ITERIS INC	825.00
Check	08/21/2017	305107	Accounts Payable	JACOBSEN AUTO BODY	1,547.64
Check	08/21/2017	305108	Accounts Payable	JDA CONSTRUCTION	7,657.95
Check	08/21/2017	305109	Accounts Payable	JIM'S JOHNS	369.00
Check	08/21/2017	305110	Accounts Payable	JOHN HEMRY LLC	4,100.00
Check	08/21/2017	305111	Accounts Payable	JOHNSON , ANGELA	20.40
Check	08/21/2017	305112	Accounts Payable	JUNIOR RUGBY COMPANY	743.75
Check	08/21/2017	305113	Accounts Payable	KABEL BUSINESS SERVICES	861.50
Check	08/21/2017	305114	Accounts Payable	KENNY AND GYL CO	147.80
Check	08/21/2017	305115	Accounts Payable	KJW DIVERSIFIED SERVICES	7,000.00
Check	08/21/2017	305116	Accounts Payable	KLOCKE'S EMERGENCY VEHICLES	215.84
Check	08/21/2017	305117	Accounts Payable	LANGUAGE LINE SERVICES	394.00
Check	08/21/2017	305118	Accounts Payable	LARSON , JOE	20.80
Check	08/21/2017	305119	Accounts Payable	LOUNSBURY SAND & GRAVEL	3,227.91
Check	08/21/2017	305120	Accounts Payable	LOWE'S HOME CENTER, INC.	1,681.37
Check	08/21/2017	305121	Accounts Payable	LPGA TOURNAMENT PROPERTIES ONE	12.16
Check	08/21/2017	305122	Accounts Payable	M&M COMMERCIAL CLEANING	900.00
Check	08/21/2017	305123	Accounts Payable	MACDONALD LETTER SERVICE	240.00
Check	08/21/2017	305124	Accounts Payable	MAILFINANCE	232.17
Check	08/21/2017	305125	Accounts Payable	MERCY WEST PHARMACY	2,058.91
Check	08/21/2017	305126	Accounts Payable	MID AMERICAN SIGNAL INC	45,426.00
Check	08/21/2017	305127	Accounts Payable	MIDAMERICAN ENERGY	38.56
Check	08/21/2017	305128	Accounts Payable	MIDWEST BEARING & SUPPLY	388.20
Check	08/21/2017	305129	Accounts Payable	MILD , SARAH	10.40

City of West Des Moines
City Council Report
 Bank Account: WB VENDOR DISB - WB Vendor Disbursement
 Batch Date: 08/21/2017

Type	Date	Number	Source	Payee Name	Transaction Amount
Check	08/21/2017	305130	Accounts Payable	MITTERA GROUP	43,682.05
Check	08/21/2017	305131	Accounts Payable	MNM CONCRETE SPECIALIST LLC	18,437.36
Check	08/21/2017	305132	Accounts Payable	MUNICIPAL SUPPLY INC	133.85
Check	08/21/2017	305133	Accounts Payable	MURPHY TRACTOR & EQUIPMENT CO.	1,366.56
Check	08/21/2017	305134	Accounts Payable	NAFA	499.00
Check	08/21/2017	305135	Accounts Payable	NELLIES VENDING	439.30
Check	08/21/2017	305136	Accounts Payable	NICHOLS, DARCY	10.40
Check	08/21/2017	305137	Accounts Payable	NORTHERN TOOL & EQUIPMENT	114.98
Check	08/21/2017	305138	Accounts Payable	OWENS, MARLENE	20.00
Check	08/21/2017	305139	Accounts Payable	PALMER GROUP	4,655.84
Check	08/21/2017	305140	Accounts Payable	PARKER, SANTONIUS	104.00
Check	08/21/2017	305141	Accounts Payable	PER MAR SECURITY	433.74
Check	08/21/2017	305142	Accounts Payable	PERFICUT COMPANIES INC	3,376.47
Check	08/21/2017	305143	Accounts Payable	POLK COUNTY RECORDER	22.00
Check	08/21/2017	305144	Accounts Payable	PRAIRIE AG SUPPLY	967.18
Check	08/21/2017	305145	Accounts Payable	PROVANTAGE LLC	120.47
Check	08/21/2017	305146	Accounts Payable	Q3 CONTRACTING INC	15,179.72
Check	08/21/2017	305147	Accounts Payable	QUESTCDN.COM	130.00
Check	08/21/2017	305148	Accounts Payable	QUICK SUPPLY CO	1,092.50
Check	08/21/2017	305149	Accounts Payable	QUINN, LAUREN	560.00
Check	08/21/2017	305150	Accounts Payable	RAHE, ALAN	104.00
Check	08/21/2017	305151	Accounts Payable	RAPIDS REPRODUCTIONS, INC.	219.63
Check	08/21/2017	305152	Accounts Payable	RDG PLANNING & DESIGN	5,103.75
Check	08/21/2017	305153	Accounts Payable	REINEKE, KELLY	30.00
Check	08/21/2017	305154	Accounts Payable	REXCO EQUIPMENT INC	2,690.00
Check	08/21/2017	305155	Accounts Payable	ROGNES CORPORATION	8,825.18
Check	08/21/2017	305156	Accounts Payable	ROMTEC INC	733.89
Check	08/21/2017	305157	Accounts Payable	ROSS CHEMICAL	354.70
Check	08/21/2017	305158	Accounts Payable	ROY'S TOWING AND RECOVERY	350.00
Check	08/21/2017	305159	Accounts Payable	SAILSBURY, REBECCA	55.40
Check	08/21/2017	305160	Accounts Payable	SHEELS ALL SPORTS-ACC REC	21.98
Check	08/21/2017	305161	Accounts Payable	SCHILDBERG CONSTRUCTION CO	2,241.90
Check	08/21/2017	305162	Accounts Payable	SCOTT, CHRISTINE	10.00
Check	08/21/2017	305163	Accounts Payable	SCOTTY'S PUB 1, LLC	100.00
Check	08/21/2017	305164	Accounts Payable	SM HENTGES & SONS INC	583,280.22

City of West Des Moines
City Council Report
 Bank Account: WB VENDOR DISB - WB Vendor Disbursement
 Batch Date: 08/21/2017

Type	Date	Number	Source	Payee Name	Transaction Amount
Check	08/21/2017	305165	Accounts Payable	SPECIALTY GRAPHICS INC	454.00
Check	08/21/2017	305166	Accounts Payable	SPRINT	205.23
Check	08/21/2017	305167	Accounts Payable	STIFEL , MARY	10.00
Check	08/21/2017	305168	Accounts Payable	STORAGE MART #1052	310.98
Check	08/21/2017	305169	Accounts Payable	T&T SPRINKLER SERVICE, INC	5,670.53
Check	08/21/2017	305170	Accounts Payable	TBL VENTURES LLC	3,108.92
Check	08/21/2017	305171	Accounts Payable	TESSCO INC	65.74
Check	08/21/2017	305172	Accounts Payable	TRAFFIC CONTROL CORP	2,510.00
Check	08/21/2017	305173	Accounts Payable	TRIZETTO PROVIDER SOLUTIONS	318.92
Check	08/21/2017	305174	Accounts Payable	TRUE VALUE & V&S VARIETY STORE	521.40
Check	08/21/2017	305175	Accounts Payable	UNION PACIFIC RAILROAD CO	1,037.10
Check	08/21/2017	305176	Accounts Payable	UNITED CONTRACTORS INC	21,826.40
Check	08/21/2017	305177	Accounts Payable	UNITED HEALTHCARE MEDICARE SOLUTIONS	162.52
Check	08/21/2017	305178	Accounts Payable	VAZQUEZ-PENARANDA , BLANCA	5.00
Check	08/21/2017	305179	Accounts Payable	VETTER EQUIPMENT	2,220.09
Check	08/21/2017	305180	Accounts Payable	VISION SERVICE PLAN	617.31
Check	08/21/2017	305181	Accounts Payable	WARREN COUNTY ABSTRACT	450.00
Check	08/21/2017	305182	Accounts Payable	WASTE CONNECTIONS INC	81.00
Check	08/21/2017	305183	Accounts Payable	WEST DES MOINES COMM SCHOOLS	618.00
Check	08/21/2017	305184	Accounts Payable	WEST DES MOINES POSTMASTER	1,190.00
Check	08/21/2017	305185	Accounts Payable	WEST DES MOINES WATER WORKS	98.10
Check	08/21/2017	305186	Accounts Payable	WESTSIDE APPLIANCE PARTS & SVC	99.95
Check	08/21/2017	305187	Accounts Payable	WEX BANK	873.96
Check	08/21/2017	305188	Accounts Payable	WOODRUFF CONSTRUCTION	328,344.70
Check	08/21/2017	305189	Accounts Payable	WORTH , KATHILEEN	160.00
Check	08/21/2017	305190	Accounts Payable	YOUTH TECH INC	3,832.00
Check	08/21/2017	305191	Accounts Payable	DALLAS COUNTY TREASURER	95.00
Check	08/21/2017	305192	Accounts Payable	DALLAS COUNTY TREASURER	96.00
Check	08/21/2017	305193	Accounts Payable	DALLAS COUNTY TREASURER	65.00
Check	08/21/2017	305194	Accounts Payable	LUTHERAN CHURCH OF HOPE	6,155.00
Check	08/21/2017	305195	Accounts Payable	MCCLURE , GARY T	11,870.00
Check	08/21/2017	305196	Accounts Payable	MTM PROPERTIES LLC	8,655.00
Check	08/21/2017	305197	Accounts Payable	MTM PROPERTIES LLC	17,204.00
Check	08/21/2017	305198	Accounts Payable	SANDERS , CHERYL LYNN	2,500.00

City of West Des Moines
City Council Report
 Bank Account: WB VENDOR DISB - WB Vendor Disbursement
 Batch Date: 08/21/2017

Type	Date	Number	Source	Payee Name	Transaction Amount
EFT	08/21/2017	957	Accounts Payable	A TEAM APPAREL	702.00
EFT	08/21/2017	958	Accounts Payable	A TECH INC	40.67
EFT	08/21/2017	959	Accounts Payable	ARNOLD MOTOR SUPPLY,LLP	558.72
EFT	08/21/2017	960	Accounts Payable	BAUER BUILT	1,135.65
EFT	08/21/2017	961	Accounts Payable	BROCK , KEN	40.00
EFT	08/21/2017	962	Accounts Payable	EMC RISK SERVICES	32,526.83
EFT	08/21/2017	963	Accounts Payable	ENNIS PAINT INC	6,870.00
EFT	08/21/2017	964	Accounts Payable	EXCEL MECHANICAL INC	15,757.26
EFT	08/21/2017	965	Accounts Payable	FBG SERVICE CORPORATION	2,798.00
EFT	08/21/2017	966	Accounts Payable	FOTH INFRASTRUCTURE & ENVIRONMENT	106,318.52
EFT	08/21/2017	967	Accounts Payable	GIAMPOLO , ANTHONY	236.28
EFT	08/21/2017	968	Accounts Payable	HAMILTON , COREY	103.77
EFT	08/21/2017	969	Accounts Payable	HYDRO KLEAN INC	817.50
EFT	08/21/2017	970	Accounts Payable	KECK INC	20,906.86
EFT	08/21/2017	971	Accounts Payable	KELTEK INC	16,438.15
EFT	08/21/2017	972	Accounts Payable	KIRKHAM, MICHAEL, & ASSOC	101,645.69
EFT	08/21/2017	973	Accounts Payable	MANKLE , BRUCE	195.81
EFT	08/21/2017	974	Accounts Payable	MCANINCH CORP & AFFILIATES	33,488.31
EFT	08/21/2017	975	Accounts Payable	MIDWEST WHEEL	639.93
EFT	08/21/2017	976	Accounts Payable	NAPA	58.86
EFT	08/21/2017	977	Accounts Payable	RELIABLE MAINTENANCE	7,000.20
EFT	08/21/2017	978	Accounts Payable	YEAGER , LEMAR	1,970.00
EFT	08/21/2017	979	Accounts Payable	SANDBULTE , LARAMIE	30.64
WB VENDOR DISB WB Vendor Disbursement Totals:					\$2,987,768.95

Transactions: 191

Checks: 168 \$2,637,489.30
 EFTs: 23 \$350,279.65

City of West Des Moines
City Council Report
 Bank Account: WB CONTROLPAY - WB ControlPay
 Batch Date: 08/21/2017

Type	Date	Number	Source	Payee Name	Transaction Amount
Bank Account: WB CONTROLPAY - WB ControlPay					
EFT	08/21/2017	1515	Accounts Payable	ACCO UNLIMITED CORP	5,695.10
EFT	08/21/2017	1516	Accounts Payable	ADVENTURE LIGHTING	123.24
EFT	08/21/2017	1517	Accounts Payable	ALLIED 100 LLC	383.80
EFT	08/21/2017	1518	Accounts Payable	ALTEC INDUSTRIES INC	2,808.12
EFT	08/21/2017	1519	Accounts Payable	ARAMARK UNIFORM SERVICES	788.99
EFT	08/21/2017	1520	Accounts Payable	ARROW STAGE LINES	2,417.00
EFT	08/21/2017	1521	Accounts Payable	BLACKBURN MANUFACTURING CO	177.10
EFT	08/21/2017	1522	Accounts Payable	CAPITAL CITY EQUIPMENT	645.50
EFT	08/21/2017	1523	Accounts Payable	CAPITAL SANITARY SUPPLY CO INC	1,495.98
EFT	08/21/2017	1524	Accounts Payable	CENTURYLINK	3,997.46
EFT	08/21/2017	1525	Accounts Payable	CLIVE POWER EQUIPMENT	112.98
EFT	08/21/2017	1526	Accounts Payable	CONVERGINT TECHNOLOGIES LLC	180.00
EFT	08/21/2017	1527	Accounts Payable	DES MOINES ASPHALT & PAVING	91,576.68
EFT	08/21/2017	1528	Accounts Payable	DES MOINES REGISTER MEDIA	5,114.81
EFT	08/21/2017	1529	Accounts Payable	DOORS INC	70.00
EFT	08/21/2017	1530	Accounts Payable	ELECTRIC PUMP	7,190.37
EFT	08/21/2017	1531	Accounts Payable	ELECTRONIC ENGINEERING	657.48
EFT	08/21/2017	1532	Accounts Payable	EMERGENCY APPARATUS MAINT	4,327.39
EFT	08/21/2017	1533	Accounts Payable	FERGUSON ENTERPRISES INC 226	218.22
EFT	08/21/2017	1534	Accounts Payable	FREEDOM TIRE	1,668.24
EFT	08/21/2017	1535	Accounts Payable	G&L CLOTHING	2,213.19
EFT	08/21/2017	1536	Accounts Payable	GALETON GLOVES	218.88
EFT	08/21/2017	1537	Accounts Payable	GALLS LLC	632.49
EFT	08/21/2017	1538	Accounts Payable	GOLDEN VALLEY HARDSCAPES	9,315.00
EFT	08/21/2017	1539	Accounts Payable	HD SUPPLY WATERWORKS	15.58
EFT	08/21/2017	1540	Accounts Payable	HOWARD R GREEN CO	226,905.99
EFT	08/21/2017	1541	Accounts Payable	INGERSOLL-RAND CO	242.98
EFT	08/21/2017	1542	Accounts Payable	INTERFLEET INC	1,798.00
EFT	08/21/2017	1543	Accounts Payable	IOWA WATER MANAGEMENT CORP	561.82
EFT	08/21/2017	1544	Accounts Payable	JERICO SERVICES	4,637.00
EFT	08/21/2017	1545	Accounts Payable	LEXISNEXIS RISK SOLUTIONS	115.75
EFT	08/21/2017	1546	Accounts Payable	LOGAN CONTRACTORS SUPPLY, INC	3,573.85
EFT	08/21/2017	1547	Accounts Payable	MENARDS	642.10
EFT	08/21/2017	1548	Accounts Payable	METHODIST OCCUPATIONAL HEALTH	1,258.00

City of West Des Moines
City Council Report
 Bank Account: WB CONTROLPAY - WB ControlPay
 Batch Date: 08/21/2017

Type	Date	Number	Source	Payee Name	Transaction Amount
EFT	08/21/2017	1549	Accounts Payable	METRO WASTE AUTHORITY	37,793.60
EFT	08/21/2017	1550	Accounts Payable	NORTHLAND PRODUCTS	471.85
EFT	08/21/2017	1551	Accounts Payable	O'HALLORAN INTERNATIONAL INC	1,175.25
EFT	08/21/2017	1552	Accounts Payable	O'REILLY AUTOMOTIVE INC	185.22
EFT	08/21/2017	1553	Accounts Payable	PAY-LESS OFFICE PRODUCTS INC	2,158.18
EFT	08/21/2017	1554	Accounts Payable	PRAXAIR	763.15
EFT	08/21/2017	1555	Accounts Payable	PREFERRED PEST CONTROL	1,001.50
EFT	08/21/2017	1556	Accounts Payable	PROCTOR MECHANICAL CORP	2,178.94
EFT	08/21/2017	1557	Accounts Payable	RELIABLE PROPERTY SERVICES	13,227.14
EFT	08/21/2017	1558	Accounts Payable	SHOTTENKIRK CHEVROLET	414.53
EFT	08/21/2017	1559	Accounts Payable	SNYDER & ASSOCIATES	36,380.51
EFT	08/21/2017	1560	Accounts Payable	SPRAYER SPECIALTIES INC	56.89
EFT	08/21/2017	1561	Accounts Payable	STAR EQUIPMENT LTD	25,353.00
EFT	08/21/2017	1562	Accounts Payable	STEW HANSEN'S DODGE CITY, INC	19,790.00
EFT	08/21/2017	1563	Accounts Payable	STIVERS FORD (CONTROL PAY)	5,485.11
EFT	08/21/2017	1564	Accounts Payable	STRAUSS SAFE AND LOCK CO	90.00
EFT	08/21/2017	1565	Accounts Payable	TEAM SERVICES	16.91
EFT	08/21/2017	1566	Accounts Payable	TECHNOLOGY ASSOCIATION OF IOWA	500.00
EFT	08/21/2017	1567	Accounts Payable	THOMSON REUTERS-WEST PAYMENT	276.41
EFT	08/21/2017	1568	Accounts Payable	TOMPKINS INDUSTRIES	33.47
EFT	08/21/2017	1569	Accounts Payable	TRANS IOWA EQUIPMENT CO	1,139.06
EFT	08/21/2017	1570	Accounts Payable	VAISALA INC	1,980.00
EFT	08/21/2017	1571	Accounts Payable	WASTE MANAGEMENT OF IOWA	60.00
EFT	08/21/2017	1572	Accounts Payable	ZOLL MEDICAL	711.00
WB CONTROLPAY WB ControlPay Totals:					\$533,020.81
EFTs:					58
					\$533,020.81
Transactions: 58					

City Council Report

From Payment Date: 7/25/2017 - To Payment Date: 9/4/2017

Number	Date	Status	Source	Payee Name	Transaction Amount
305022	08/15/2017	Open	Accounts Payable	CW ASSOCIATES	\$78.11
305023	08/15/2017	Open	Accounts Payable	DEX MEDIA EAST LLC	\$40.24
305024	08/15/2017	Open	Accounts Payable	GALE/CENGAGE LEARNING	\$300.00
305025	08/15/2017	Open	Accounts Payable	INGRAM LIBRARY SERVICES	\$3,120.18
305026	08/15/2017	Open	Accounts Payable	MIDWEST TAPE LLC	\$2,770.33
305027	08/15/2017	Open	Accounts Payable	SPECIALTY GRAPHICS INC	\$189.00
305028	08/15/2017	Open	Accounts Payable	STATE LIBRARY OF IOWA	\$3,896.69
305029	08/15/2017	Open	Accounts Payable	TELEVEND SERVICES INC	\$124.45
305030	08/15/2017	Open	Accounts Payable	UNIQUE MANAGEMENT SERVICES INC	\$196.90
10432	08/21/2017	Open	Accounts Payable	PROFESSIONAL PROPERTY MANAGEMENT	\$250.00
10433	08/21/2017	Open	Accounts Payable	IOWA G21 LLC	\$250.00
10434	08/21/2017	Open	Accounts Payable	CONLIN PROPERTIES - SOUTH BROOK GREEN II	\$25.00
10435	08/21/2017	Open	Accounts Payable	ALL CITY SERVICES	\$450.00
10436	08/21/2017	Open	Accounts Payable	NEWBURY MANAGEMENT	\$294.00
10437	08/21/2017	Open	Accounts Payable	CONLIN PROPERTIES - SOUTH BROOK GREEN II	\$575.00
10438	08/21/2017	Open	Accounts Payable	CONLIN PROPERTIES - SOUTH BROOK GREEN II	\$400.00
10439	08/21/2017	Open	Accounts Payable	SOTE FOUR CROWN POINTE INC	\$500.00
10440	08/21/2017	Open	Accounts Payable	WH LLC - WASHINGTON HEIGHTS APTS	\$250.00
					\$13,709.90

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

ITEM: Approval of Liquor Licenses

DATE: August 21, 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. Bradley's Pub, Inc., d/b/a Bradley's Pub, 1300 50th Street, Suite 203 - Class LC Liquor License with Sunday Sales - Renewal
2. KRC Partners, LLP, d/b/a Cooper's on 5th, 227 5th Street - Class LC Liquor License with Sunday Sales - Renewal
3. Embassy Club West, LLC, d/b/a Embassy West - Class LC Liquor License with Carryout Wine, Sunday Sales, Outdoor Service, and Catering Privileges - Renewal
4. Fall Foods, Inc., d/b/a Godfathers Pizza, 5919 Ashworth Road - Class B Beer Permit with Sunday Sales - Renewal
5. Hana Ramen Sushi, Inc. d/b/a Hana Ramen Sushi, 7450 Bridgewood Boulevard, #205 - Class LC Liquor License with Sunday Sales - New
6. Jethro's Bacon Bacon, Inc., d/b/a Jethro's BBQ n'Bacon Bacon, 1480 22nd Street - Class LC Liquor License with Sunday Sales, Outdoor Service, and Catering Privileges - Renewal
7. Lodge of Ashworth, Inc., d/b/a The Lodge of Ashworth Club, 909 Ashworth Road - Class LC Liquor License with Sunday Sales, Living Quarters, Outdoor Service, and Catering Privileges - Renewal
8. Ohana Inc. d/b/a Ohana Steakhouse, 2900 University Avenue, Suite A - Class LC Liquor License with Sunday Sales - Renewal
9. Sakura Sushi, Inc., d/b/a Sakura Sushi, 1960 Grand Avenue, Suite 11 - Class LC Liquor License with Sunday Sales - Renewal

OUTSTANDING ISSUES (if any): None

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

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

STAFF REVIEWS

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

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

DATE: August 21, 2017

ITEM: Motion – Approval of Orders and Affirmative Defenses for violations of alcohol laws

FINANCIAL IMPACT: \$1,000.00 (positive impact to City)

BACKGROUND:

Pursuant to state law, a municipality is entitled to assess a \$500.00 fine for a first violation against alcohol permittees who have been found in violation of providing alcoholic beverages to persons under 21 years of age at their respective places of business. Failure to pay the civil penalty as ordered shall result in automatic suspension of the license or permit for a period of 14 days.

On or about the date referenced on attached Exhibit “A”, employees of the permittees, also referenced on Exhibit “A”, were cited for providing alcoholic beverages to persons under 21 years of age. On or about April 21, 2017, and July 12, 2017, the City of West Des Moines Legal Department sent notice of the violations to the permittees. Since that time, said permittees acknowledged respective orders and returned payment of fines for each of its alcohol violations.

In one case, the employee cited for providing alcohol to a minor was either TIPs or IPACT trained, allowing the permittee to invoke an affirmative defense resulting with the civil penalty being waived (once every four (4) years).

In two cases, the civil penalty is being waived due to the businesses closed.

OUTSTANDING ISSUES (if any): None.

RECOMMENDATION:

It is recommended that the City Council approve the Orders and accept payment of fines regarding the alcohol violations of the permittees as referenced on the attached Exhibit “A”.

Lead Staff Member: Greta Truman, Assistant City Attorney

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	
Date Reviewed	
Recommendation	

EXHIBIT "A"

<u>Licensee</u>	<u>D/B/A</u>	<u>Date of Violation</u>	<u>#Violation</u>
V Lounge LLC	MiniBar 3535 Westown Parkway	10/14/16	2nd (minors) Civil Penalty Waived due to Business Closed
Coppi Enterprises LLC	Dino's 5962 Ashworth Road	03/31/17	1st (minors) Civil Penalty Waived due to Business Closed
BW'S Inc	BW'S 3701 EP True Parkway, Suite 400	03/31/17	1st (minors)
Fordad, Inc.	Cattoor's on Grand 1306 Grand Avenue	03/31/17	1st (minors) Civil Penalty Waived due to TIPs Trained / Affirmative Defense
T-Bowl Investments Inc.	Val Lanes Recreation Center 100 Ashworth Road	03/31/17	1st (minors)

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

ITEM: Approval of Block Party Lane Closure
3000 Block of Giles Street

DATE: August 21, 2017

FINANCIAL IMPACT: None

BACKGROUND:

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

The residents of the 3000 block of Giles Street have submitted a block party application requesting the temporary closure of their segment of the street from 4:45 p.m. to 10:45 p.m. on Saturday, August 26, 2017. The application meets the requirement for signatures, as the petition was signed by 100 percent of the affected properties.

This requires Council approval because 58th Street is classified as a minor collector street.

OUTSTANDING ISSUES (if any): None

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

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

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	
Date Reviewed	



3008 Giles Street, West Des Moines, IA



Sign In



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

ITEM:

DATE: August 21, 2017

Motion – Approve request by West Des Moines Valley and Dowling High Schools to allow parking on grass on school property near Valley Stadium during varsity football games during the 2017 season.

FINANCIAL IMPACT:

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

BACKGROUND:

West Des Moines Valley and Dowling high schools have requested that they be allowed to have people attending home varsity football games in 2017, park their vehicles on grass on school property. Athletic department and activities officials from the schools estimate that parking on the designated area of school property grass could accommodate as many as 400-500 vehicles for certain games that generate a lot of fan interest. The schools would be responsible for installing barricades or cones to separate the city and school properties on the City Hall / School campus (see the attached overhead aerial map for the designated parking area). No parking would be allowed on grass on city property near Valley Stadium. The schools' respective football schedules in 2017, including possible playoff games, have been attached to this City Council communication. The parking on school property grass would occur weather permitting.

OUTSTANDING ISSUES (if any): None

RECOMMENDATION:

Approve this Motion to allow parking on grass on school property near Valley Stadium for varsity football games during the 2017 season.

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

STAFF REVIEWS

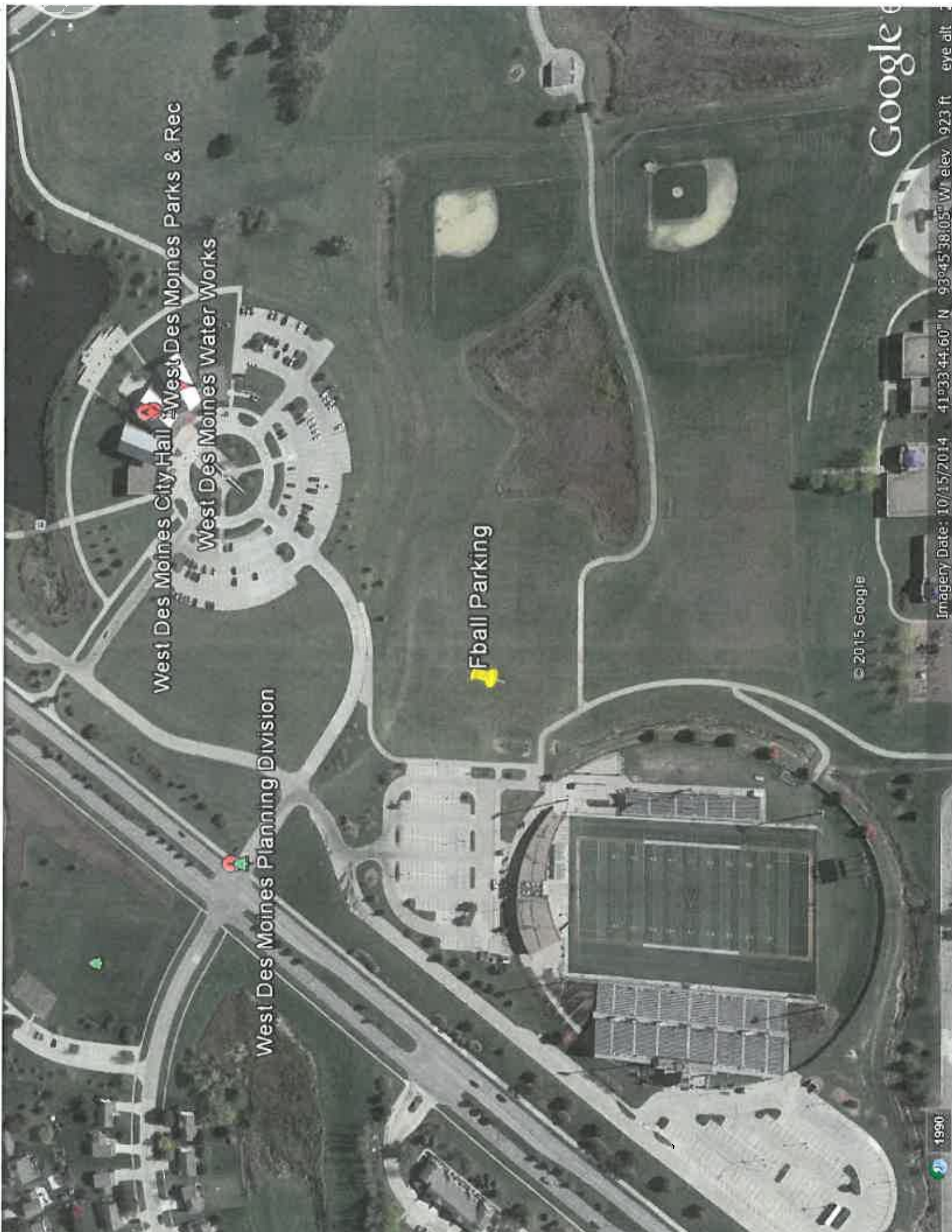
Department Director	Richard J. Scieszinski, City Attorney
Appropriations/Finance	
Legal	
Agenda Acceptance	<i>RJ</i>

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split



West Des Moines City Hall

West Des Moines Parks & Rec

West Des Moines Water Works

West Des Moines Planning Division

Fball Parking

© 2015 Google

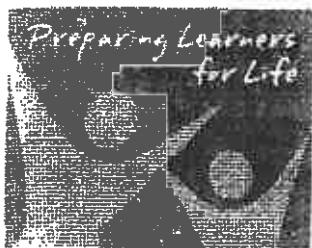
Google

1990

Imagery Date: 10/15/2014

41°33'44.60" N 93°45'38.05" W elev. 923 ft

eye alt



WEST DES MOINES
COMMUNITY
SCHOOLS

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

Phone 515-633-4000

Fax 515-633-4099

www.wdmcs.org

www.facebook.com/wdmvalley

Mr. Tim Miller,
Principal

Mr. David Maxwell,
Associate Principal

Mr. David Perrigo,
Associate Principal

Mrs. Erica Whittle,
Associate Principal

Mr. Brad Rose, CAA,
Activities Director

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

August 4, 2017

Dear Sirs,

West Des Moines Community Schools and specifically the Athletic Department would like to request permission to park cars on the grass lot directly east of the north parking lot at Valley Stadium for the football games listed below. This has been past practice on busy nights to help alleviate the overcrowding of parking around the stadium and in the neighborhoods near the complex.

WDMCS will provide security and parking attendants to monitor the area throughout the night. WDMCS will also not use the area if it is deemed too wet and could damage the property.

Stadium Schedule	Teams Involved
Friday, August 25, 2017	Ankeny vs Dowling
Friday, September 1, 2017	Waukee vs Valley
Friday, September 8, 2017	Valley vs Dowling
Friday, September 15, 2017	Johnston vs Valley (Homecoming)
Friday, October 13, 2017	Ank Centennial vs Dowling
Friday, October 20, 2017	Ames vs Dowling
Friday, October 27, 2017	Playoffs
Friday, November 3, 2017	Playoffs

Thank you for any consideration. Please contact me with any concerns or questions.

Respectfully,

Brad Rose



WDM Valley

Football Varsity Schedule (as of 08-04-17)

Type	Time	Opponent	Location	Comments
Monday, Aug 7, 2017				
Event	3:00PM	TBA	Valley High School Tiger Field / Track	
Thursday, Aug 17, 2017				
Scrimmage	7:30PM	TBA	Valley High School Tiger Field / Track	Meet the Tiger Night
Friday, Aug 25, 2017				
Game	7:00PM	Away vs. Bettendorf	Bettendorf High School	
Friday, Sep 1, 2017				
Game	7:30PM	Waukee	Valley Stadium Field	
Friday, Sep 8, 2017				
Game	7:00PM	Away vs. Dowling Catholic	Valley Stadium	
Friday, Sep 15, 2017				
Game	7:30PM	Johnston	Valley Stadium Field	10th at 4:45 followed by the varsity at 7:30 pm
Friday, Sep 22, 2017				
Game	7:00PM	Away vs. Fort Dodge	Dodger Stadium - Fort Dodge	
Friday, Sep 29, 2017				
Game	7:30PM	Southeast Polk	Valley Stadium Field	
Friday, Oct 6, 2017				
Game	7:30PM	Indianola	Valley Stadium Field	
Friday, Oct 13, 2017				
Game	7:30PM	Away vs. Newton	Newton High School	
Friday, Oct 20, 2017				
Game	7:00PM	Away vs. Marshalltown	Marshalltown High School	
Friday, Oct 27, 2017				
Playoffs	7:00PM	TBA	Valley Stadium Field	
Friday, Nov 3, 2017				
Playoffs	7:00PM	TBA	Valley Stadium Field	
Friday, Nov 10, 2017				
Playoffs	7:06PM	Away vs. TBA, TBA	UNI-Dome, Cedar Falls	
Friday, Nov 17, 2017				
State	7:06PM	Away vs. TBA, TBA	UNI-Dome, Cedar Falls	



Dowling Catholic

Football Varsity Schedule (as of 08-04-17)

Type	Time	Opponent	Location
Friday, Aug 25, 2017			
Game	7:00PM	Ankeny High School	Valley Stadium
Friday, Sep 1, 2017			
Game	7:00PM	Away vs. Urbandale	Urbandale High School
Friday, Sep 8, 2017			
Game	7:00PM	WDM Valley	Valley Stadium
Friday, Sep 15, 2017			
Game	7:00PM	Away vs. Waukee	Waukee Stadium
Friday, Sep 22, 2017			
Game	7:00PM	Sioux City West	Valley Stadium
Friday, Sep 29, 2017			
Game	7:00PM	Away vs. Des Moines Lincoln	Des Moines Lincoln High School
Friday, Oct 6, 2017			
Game	7:00PM	Away vs. Abraham Lincoln	Gale Wickersham Athletic Complex
Game	7:00PM	Away vs. Abraham Lincoln	Gale Wickersham Athletic Complex
Friday, Oct 13, 2017			
Game	7:00PM	Ankeny Centennial High School	Valley Stadium
Friday, Oct 20, 2017			
Game	7:00PM	Ames	Valley Stadium

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

ITEM: Approval of Appointment - Bicycle Advisory Commission

DATE: August 21, 2017

FINANCIAL IMPACT: None

BACKGROUND:

Spencer Cox has served on the Bicycle Advisory Commission since August 2012, and the Mayor and City Council thank him for his service to the community. Mayor Gaer would like to appoint Cole Prevost to serve on the Bicycle Advisory Commission for the remainder of Mr. Cox's term with an expiration of March 31, 2019.

Cole Prevost 3417 Grand Valley Drive 440-2856 (w) 406-480-9334 (c)

OUTSTANDING ISSUES (if any): None

RECOMMENDATION:

Approval of appointment to Bicycle Advisory Commission.

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

STAFF REVIEWS

Department Director	Gary Scott, Director of Parks and Recreation
Appropriations/Finance	
Legal	
Agenda Acceptance	<i>ATJ</i>

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

CITY OF WEST DES MOINES, IOWA

APPLICATION FOR APPOINTMENT TO BOARDS AND COMMISSIONS

The City of West Des Moines appreciates your interest in serving the community and welcomes your application. Please complete all sections of this application. If you have any questions, please contact the City Clerk's Office at (515) 222-3600 or TDD (Hearing Impaired) (515) 222-3334. The City of West Des Moines is committed to providing equal opportunity for citizen involvement.

Please indicate those Boards and/or Commissions on which you would be willing to serve by checking below:

- | | |
|---|---|
| <input type="checkbox"/> Board of Adjustment | <input type="checkbox"/> Water Works Board of Trustees |
| <input type="checkbox"/> Civil Service Commission | <input type="checkbox"/> Human Services Advisory Board |
| <input type="checkbox"/> Library Board of Trustees | <input type="checkbox"/> Human Rights Commission |
| <input type="checkbox"/> Plan & Zoning Commission | <input type="checkbox"/> Public Arts Advisory Commission |
| <input type="checkbox"/> Sister Cities Commission | <input type="checkbox"/> Valley Junction Events Committee |
| <input checked="" type="checkbox"/> Bicycle Advisory Commission | <input type="checkbox"/> Other _____ |

Name: Prevost Cole Douglas
Last First Middle

Address: 3417 Grand Valley Drive West Des Moines IA 50265
Street City State Zip

Occupation: Civil Engineer

Employer's Name & Address
Bartlett & West
2700 Westown Parkway, Suite 110 West Des Moines, IA 50266

Work Phone: 515-440-2856 When can you be reached at this number?: 8am - 5pm

Home Phone: 406-480-9334 When can you be reached at this number?: anytime

E-mail address: coleprevostmt@gmail.com

Length of residence in West Des Moines: 1 year

Please list any previous Board membership positions (City, Church, School, Professional, etc.) and dates of service:
none

Please indicate below the reasons why you would like to be appointed to a Board or Commission and any specific skills or experience that you believe support your application.

I am an avid cyclist and a proponent of bicycling as a means of transportation and recreation. As a civil engineer, I'm experienced with technical writing, mapping, and planning which would be assets to the city of West Des Moines and the Bicycle Advisory Committee.

Please list two references other than a family member:

Name: Mike Shoup Relationship: manager Phone: 515-440-2856
Name: Victoria Veiock Relationship: former employer Phone: 515-988-4955

Do you sell to, or are you in any manner a part to, any contract to furnish supplies, material, or labor to the City of West Des Moines? NO If so, please list: _____

Have you ever been employed by the City? NO If so, please list dates of employment and positions held. _____

Do you have relatives working for the City? NO If so, please give name and relationship. _____

Are you being sponsored by a community organization(s)? NO If so, please list the following and attach a confirmation letter from said organization: _____

Organization: _____ Contact: _____

Phone Number: _____ Email: _____

Applicant Signature:  Date: 1/25/2017

Please mail completed application to the office of the City Clerk at the following address:

City of West Des Moines
P.O. Box 65320
West Des Moines, Iowa 50265-0320
ATTN: Ryan Jacobson

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

ITEM: Motion Accepting US Department of Justice –
Byrne JAG Direct Award Grant

DATE: August 21, 2017

FINANCIAL IMPACT: Direct grant revenue of \$32,732, which is planned to be used to purchase patrol rifle scopes for the Police Department. City will be purchasing rifle scopes costing \$32,895, with the difference of \$163 to be payable from the City's General Fund.

BACKGROUND: The Edward Byrne Memorial Justice Assistance Grant (JAG) Program is the primary provider of federal criminal justice funding to state and local jurisdictions. The purpose of the grant is to streamline justice funding and grant administration. JAG funds support all components of the criminal justice system, from multijurisdictional drug and gang task forces to crime prevention and domestic violence programs, courts, corrections, treatment, and justice information sharing initiatives.

The Bureau of Justice Statistics calculates funding based upon (1) the state's share of the national population, and (2) the state's share of the country's Part 1 violent crime statistics. Once funding is calculated, 60 percent of the allocation is awarded to the state and 40 percent to eligible units of local government. These funds funnel through the state and county governments to the larger municipal departments, and are allocated based upon population and crime rates. The 2017 award to the City of West Des Moines, as calculated by formula, is \$32,732.

The Police Department is recommending that the funds be utilized to purchase 43 Trigon scopes for patrol rifles. Several product choices have been vetted by staff and, due to the unique qualities of the equipment, it is recommended the purchase should be awarded for good cause to a specific vendor (Midwest Industries, Inc.).

OUTSTANDING ISSUES: None

RECOMMENDATION: Accept the 2017 Edward Byrne Grant and authorize the Mayor to execute the grant's memorandum of understanding on behalf of the City.

Lead Staff Member: James Barrett, Interim Policy Chief, and Tim Stiles, Finance Director

STAFF REVIEWS

Department Director	
Appropriations/Finance	
Legal	
Agenda Acceptance	(M)

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Finance & Administration		
Date Reviewed	August 10, 2017		
Recommendation	(Yes)	No	Split

Date _____

Agenda Item _____

Roll Call # _____

MEMORANDUM OF UNDERSTANDING

BETWEEN THE CITY OF DES MOINES AND THE CITY OF WEST DES MOINES

**EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM
FY2017 Local Solicitation**

This Agreement is made and entered into the ___ day of August, 2017, by and between the City of Des Moines, acting by and through its governing body, the City Council, hereinafter referred to as DES MOINES, and the City of West Des Moines, acting by and through its governing bodies, the City Council, hereinafter referred to as WEST DES MOINES, hereinafter referred to as CITIES if reference is to both cities, both of Polk County, State of Iowa, witnessed:

The CITIES agree as follows:

Section 1. Funding Allocation

The Department of Justice, Bureau of Justice Assistance has allocated a total of \$ 156,712.00 to the CITIES through the Edward Byrne Memorial Justice Assistance Grant Program. The CITIES agree on the following individual funding allocations of the grant awarded funding:

City of DES MOINES - \$123,980

City of WEST DES MOINES - \$32,732

Section 2. Term, Agent, and Authorization

The grant period is from October 1, 2016 through September 30, 2020.

The CITIES agree that the City of DES MOINES will be the official applicant for the Justice Assistance Grant; and to act as the fiscal agent for the Justice Assistance Grant Award. As fiscal agent, the City of DES MOINES and their staff will take any and all steps necessary to timely file and execute this Memorandum of Understanding (MOU) and all other grant requirements.

The CITIES shall use their awards for law enforcement program improvements only.

The CITIES agree that this Memorandum of Understanding with the EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM FY2017 Local Solicitation will be approved by the governing bodies of each party by authorizing the signing of this document by the Mayor for each of the CITIES, with the City Clerks to attest to the respective signatures, and to return the executed document to the City of DES MOINES.

Mayor of City of West Des Moines

ATTEST:

City Clerk of West Des Moines Date

APPROVED AS TO FORM:

Assistant City Attorney

Mayor of City of Des Moines

ATTEST:

City Clerk of Des Moines Date

APPROVED AS TO FORM:

Assistant City Attorney

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

DATE: August 21, 2017

ITEM: Motion – Approval of Professional Services Agreement – Aquatic Center Hiring and Maintenance Process Mapping – DMACC Business Resources

FINANCIAL IMPACT: Cost not to exceed \$12,400 to be paid from budgeted funds in Valley View Aquatic Center Contractual Services Miscellaneous (100.400.453.5250.460).

BACKGROUND: The Council is asked to approve an agreement with DMACC Business Resources to facilitate and document “Process Mapping” related to the City’s two aquatic centers. The areas of hiring and facility maintenance will be addressed over a total of six 4-hour work sessions. The purpose of the Hiring session is to determine ways to increase the number and quality of applicants for aquatic center positions, improve the hiring process, increase retention of high performing staff, and insure accuracy and efficiency with payroll. The purpose of the Maintenance session is to create an efficient and reliable start-up, shut-down, and routine maintenance process at the aquatic centers with cooperation between the Parks and Recreation and Public Services Departments.

Participants will include department directors, mid-level managers and supervisors, and front-line staff from all departments involved in hiring, payroll, and maintenance. Participants will work as a group, under the direction of the DMACC team, to formalize an implementation plan. Metric goals will be established to show that outcomes have been met.





The agreement with DMACC Business Resources is attached along with their proposal and a scope of services.

OUTSTANDING ISSUES: None

RECOMMENDATION: That the City Council approve the agreement with DMACC Business Resources.

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

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This Agreement is made and entered into this 21st day of August, 2017, by and between the CITY OF WEST DES MOINES, a municipal corporation, hereinafter referred to as "City", and DMACC Business Resources (Fed. I.D. # _____), 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 CITY OF WEST DES MOINES AQUATIC CENTER HIRING AND MAINTENANCE PROCESS (Project # _____), shall be as further described in Attachment A, Scope of Services.

2. SCHEDULE

The schedule of the professional services to be performed shall conform to the Schedule set forth in Attachment A. 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, pursuant to the Schedule of Fees set forth in Attachment A, not to exceed:

I. Professional Services - \$12,400

B. The Consultant shall invoice the City monthly for services, 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: Sally Ortgies, Director of Parks & Rec
Address: 4200 Mills Civic Parkway
City, State: West Des Moines, IA 50265-0320

FOR THE CONSULTANT:

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

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, gender identification or sexual identity, 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, gender identification or sexual identity, or veteran status. Consultant will cooperate with the City in using Consultant's best efforts to ensure that Disadvantaged Business Enterprises are afforded the maximum opportunity to compete for subcontracts of work under this Agreement.

10. HOLD HARMLESS

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

11. ASSIGNMENT

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

12. APPROPRIATION OF FUNDS

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

13. AUTHORIZED AMENDMENTS TO AGREEMENT

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

14. OWNERSHIP OF CONSULTING DOCUMENTS

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

15. INTERPRETATION

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

16. COMPLIANCE WITH FEDERAL LAW

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

17. SOLICITATION AND PERFORMANCE

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

18. SUSPENSION AND TERMINATION OF AGREEMENT

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

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

19. TAXES

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

20. SEVERABILITY

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

21. MISCELLANEOUS HEADINGS

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

22. FURTHER ASSURANCES

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

23. COUNTERPARTS

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

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

CONSULTANT

CITY OF WEST DES MOINES

BY: _____

BY: _____
Ryan T. Jacobson, City Clerk

ATTACHMENT A



City of West Des Moines

Launch Training Proposal

Participants will review the city's *Parks Aquatic Center Hiring Process*. Participants will map the current state process, evaluate it for efficiency then develop a future state process and action plan for implementing improvements.

12 hour Training Agenda

Can be scheduled in 6-hour days or three 4-hour days

- ◆ Introduction to Lean
- ◆ Determining the value in your process
- ◆ Understanding Wastes (Non-Value Added Activities)
- ◆ The basics of process mapping
 - Mapping the Current State
 - Identify Value Added & Non-Value Added steps
- ◆ Application of Lean Tools
- ◆ Creating the Ideal State
- ◆ Mapping your Future State
 - Map the improved process
 - Create the implementation Action Register
 - Review Issues & Solutions
- ◆ Review implementation best practices
- ◆ Schedule Status Review meeting
- ◆ If in the rare instance (5%) that your full process cannot be fully mapped within the 12 hours you will be given two choices. 1-Shorten the scope so it can be completed within the 12 hours. 2-Add additional time to complete the mapping at a rate of \$300/hour

DMACC will provide electronic documentation of all training information

- ◆ Project Scope
- ◆ Current State map
- ◆ Ideal State Conditions
- ◆ Future State map
- ◆ Issues & Potential Solutions
- ◆ Metrics
- ◆ Action Register (implementation plan)

Post-training

- ◆ DMACC will facilitate a 1 hour Status Review Meeting within 30 days of the final day of training to review Action Register activities.
- ◆ DMACC will conduct a Project Status Review with client (typically at 3 or 6 months)

Training Fee: \$6,200





Proposed training dates:

Hiring/Payroll

Monday, Sept. 25th	1:00-4:00	WDM City Hall
Tuesday, Sept. 26th	10:00-3:00	WDM City Hall
Monday, Oct. 2nd	11:00-3:30	WDM City Hall

Launch

This workplacelean® class trains employees to evaluate and improve **their own process** by using lean tools to eliminate non-value added activities. Teams learn to view their process through the eyes of the customer to identify wastes, then apply lean principles to make improvements. Participants create current state and future state maps of their work processes to identify areas for improvement. The team also develops detailed action steps for focused implementation. Outcomes for Launch include teams working together to identify process improvements, developing action plans to implement improvements, and participating in a "report out" to organizational leadership. Launch is designed for cross-functional teams of key personnel directly involved with the process. Launch is a 12+ hour session for 8-18 employees (number is based on the project).



City Of WDM

Aquatic Hiring/Payroll Scope

Project Purpose: (What are you trying to achieve by with this process or do for the customer? Why does it need improved?)

To increase the quality of applicants, improve hiring process, retention of lifeguards and determine what is of value to the customer.

Project Scope: (Process title and step at which the process begins and end)

Begin: ?

End: lifeguard receiving first paycheck

Participants: (Name, position, location)

Sally Ortgies
Mark Brewick
Tim Stiles

Greg Hansen
Ronda Feeley
Deirdre Derby

Jane Dodge
Chris Friedrichs

Project Champions: Sally & Mark

(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)

Objectives: (List specific outcomes to achieve for this project)

- Complete the lifeguard hiring processes by April 30th
- Simplify the hiring process
- Improve communication with applicants
- Improve recruitment efforts and better marketing to potential applicants
- Increase retention of lifeguards
- Improve the quality of applications
- Identify new timelines for application submission and training for lifeguards
- Improve time clock procedures that result in incorrect pay checks or delays

Metric Goals for the Process: (What targeted outcomes for this process? Make goals specific, measurable, applicable, and time-bound. Example: Achieve an error rate on invoices of less than 1% per month)

- Increase lifeguard retention by ___%
- Complete the lifeguard hiring processes by April 30th
- Increase the number of qualified applicants from 2017 by ___
- Decrease the number of time clock issues that create a manual adjustment and delay paychecks by ___

Potential Metrics (collect before training)	Pre-Lean	Post Lean	% Change	Potential Metrics (collect after training)	Pre-Lean	Post Lean	% Change
Databases/programs used				Processing steps			
Items processed (freq.)				Copies made			
Errors/edits/returns				Decisions			
Processing (lead) time				Hand-offs			
Initial entry points				Manual Steps			
# People item passes thru				Cost			
Overtime hours							

Current Issues:

Finding qualified staff
Last minute hiring
Time to train
Application process
Lifeguard retention 25-30%

Fewer students taking HS lifeguard course
Incomplete application
Payroll errors
Pay accountability
of manual corrections of pay

Guards not punching in/out
System problems (HRIS)
Payroll processes are not documented well enough for new payroll person to follow

City Of WDM
Aquatic Hiring/Payroll Scope

Initial Training Schedule:

Monday, Sept. 25 th	1:00-4:00	WDM City Hall
Tuesday, Sept. 25 th	10:00-3:00	WDM City Hall
Monday, Oct. 2 nd	11:00-3:30	WDM City Hall



City of West Des Moines

Launch Training Proposal

Participants will review the city's *Parks Aquatic Center Maintenance Process*. Participants will map the current state process, evaluate it for efficiency then develop a future state process and action plan for implementing improvements.

12 hour Training Agenda

Can be scheduled in 6-hour days or three 4-hour days

- ◆ Introduction to Lean
- ◆ Determining the value in your process
- ◆ Understanding Wastes (Non-Value Added Activities)
- ◆ The basics of process mapping
 - Mapping the Current State
 - Identify Value Added & Non-Value Added steps
- ◆ Application of Lean Tools
- ◆ Creating the Ideal State
- ◆ Mapping your Future State
 - Map the improved process
 - Create the implementation Action Register
 - Review Issues & Solutions
- ◆ Review implementation best practices
- ◆ Schedule Status Review meeting
- ◆ If in the rare instance (5%) that your full process cannot be fully mapped within the 12 hours you will be given two choices. 1-Shorten the scope so it can be completed within the 12 hours. 2-Add additional time to complete the mapping at a rate of \$300/hour

DMACC will provide electronic documentation of all training information

- ◆ Project Scope
- ◆ Current State map
- ◆ Ideal State Conditions
- ◆ Future State map
- ◆ Issues & Potential Solutions
- ◆ Metrics
- ◆ Action Register (implementation plan)

Post-training

- ◆ DMACC will facilitate a 1 hour Status Review Meeting within 30 days of the final day of training to review Action Register activities.
- ◆ DMACC will conduct a Project Status Review with client (typically at 3 or 6 months)

Training Fee: \$6,200





Proposed training dates:

Aquatic Center Maintenance

Thursday, Oct. 12 th	1:00-5:00	WDM City Hall
Friday, Oct. 13 th	10:30-3:00	WDM City Hall
Monday, Oct. 23 rd	1:00-5:00	WDM City Hall

Launch

This workplacelean® class trains employees to evaluate and improve ***their own process*** by using lean tools to eliminate non-value added activities. Teams learn to view their process through the eyes of the customer to identify wastes, then apply lean principles to make improvements. Participants create current state and future state maps of their work processes to identify areas for improvement. The team also develops detailed action steps for focused implementation. Outcomes for Launch include teams working together to identify process improvements, developing action plans to implement improvements, and participating in a "report out" to organizational leadership. Launch is designed for cross-functional teams of key personnel directly involved with the process. Launch is a 12+ hour session for 8-18 employees (number is based on the project).



City Of WDM

Pool Maintenance Project Scope

Project Purpose: (What are you trying to achieve by with this process or do for the customer? Why does it need improved?)

To create an efficient and reliable pool prep and maintenance process with cooperation between Parks and Public Services

Project Scope: (Process title and step at which the process begins and end)

Begin: ? End: ?

Participants: (Name, position, location)

Sally Orgies
 Mark Brewick
 Greg Hansen
 Bret Hodne
 Gary Rank
 Brian Fowler
 Dan George

Project Champions: Sally & Mark

(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)

Objectives: (List specific outcomes to achieve for this project)

- Develop a simplified pool startup/shutdown checklist
- Develop a maintenance timeline for proactive planning of checklist items
- Identify staff skills, abilities and availability
- Establish backup staff for key maintenance needs –create list
- Standardize how maintenance requests are submitted and completed
- Determine what to contract out and what to do in-house
- Develop emergency plan procedures and responsibilities
- Establish a process for requesting help between departments (Parks, Public Services)
- Ensure backup staff is qualified/able to perform needed tasks
- Create a standard process for pool operations and/or status reporting (reporting problems, end of day, maintenance status and prioritization)
- Formally document processes/procedures for pool maintenance
- Develop a communication plan (when/how)
 - Within depts.
 - Between depts.
 - To public

Metric Goals for the Process: (What targeted outcomes for this process? Make goals specific, measurable, applicable, and time-bound. Example: Achieve an error rate on invoices of less than 1% per month)

- Decrease the time (days/hours) to prepare pools for opening from 2017
- Decrease OT hours of pool supervisor?
- Decrease the delay between emergency event and action taken to resolve?

Potential Metrics (collect before training)	Pre-Lean	Post Lean	% Change	Potential Metrics (collect after training)	Pre-Lean	Post Lean	% Change
Databases/programs used				Processing steps			
Items processed (freq.)				Copies made			
Errors/edits/returns				Decisions			

City Of WDM

Pool Maintenance Project Scope

Processing (lead) time				Hand-offs			
Initial entry points				Manual Steps			
# People item passes thru				Cost			
Overtime hours							

Current Issues:

Availability of qualified staff
 Delayed reporting of problems
 No backup for Mark
 Hard to get help
 Maintenance is reactive rather than proactive
 Pool maintenance manual is hand written notes

Lack of standard processes for daily operations
 Lack of standard processes for maint. requests
 Lack of dedicated staff
 Delays in pool prep (overlaps with hiring)
 Unclear prioritization of maintenance tasks

Initial Training Schedule:

Thursday, Oct. 12 th	1:00-5:00	WDM City Hall
Friday, Oct. 13 th	10:30-3:00	WDM City Hall
Monday, Oct. 23 rd	1:00-5:00	WDM City Hall

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

ITEM:

DATE: August 21, 2017

Motion – Approving Change Order #1
Valley Junction Alley Improvements – Phase 4
Alliance Construction Group, LLC

FINANCIAL IMPACT:

Contract Summary:

Description	Amount	Date Approved	Remarks
Construction Contract	\$315,264.00	July 10, 2017	
Change Order 1	\$30,454.00	Pending	Alley paving
Total	\$345,718.00		

Costs for the change order can be paid from budgeted account number 500.000.000.5250.490 with the ultimate funding intended to come from Stormwater Utility Fees and General Obligation Bonds.

BACKGROUND:

City staff requested a cost proposal from Alliance Construction Group to pave the remainder of the 400 Block of the 5th/6th Street Alley south of the U.S. Post Office and a portion of the 100 Block of the 7th/8th Street Alley to the north property line of the Casey’s General Store. The cost proposal is reasonable and includes cost savings for gravel installation. City staff is recommending that Change Order #1 be approved.

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:

- Motion Approving Change Order #1

Lead Staff Member: Brian J. Hemesath, P.E., Interim City Engineer *BJA*

STAFF REVIEWS

Department Director	Brian J. Hemesath, Interim City Engineer
Appropriations/Finance	Tim Stiles, Finance Director <i>TS</i>
Legal	Richard Scieszinski, City Attorney <i>RS</i>
Agenda Acceptance	<i>W</i>

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split



CITY OF WEST DES MOINES

Department of Engineering Services
 4200 Mills Civic Parkway, Ste 2E
 West Des Moines, IA 50265-0320
 (515) 222-3475 Fax (515) 273-0603

CHANGE ORDER

Distribution:

Owner X
 Engine X
 Contra X
 Other

Contractor: **Alliance Construction Group, LLC**
3000 SE Grimes Boulevard
Suite 800
Grimes, Iowa 50111

Project Title	Valley Junction Alleys Phase 4	
WDM Project File Number	0510-003-2015	
Purchase Order Number	2018-00000120	
Orig. Contract Amount & Date	\$315,264.00	July 25, 2017
Change Order Number	1	
Date	August 21, 2017	

The Contract is Changed as Follows:

- Item - 7. Increase in plan quantity for proposed paving in the 100 block alley between 7th and 8th.
- Item -9. Decrease in plan quantity for Post Office alley paving.
- Item -21. Increase in plan quantity for proposed paving in the 100 block alley between 7th and 8th. ** Post office alley. jmw*
- Item -CO.1-28 New item to add 30" cleanouts for improved access to the system.
- Item -CO.1-29 New Item for removal of existing RAP for proposed paving in the 100 block alley between 7th and 8th.
- Item -CO.1-30 New Item for backfill of proposed paving in the 100 block alley between 7th and 8th.
- Item -CO.1-31 New item for traffic control associated with proposed paving in the 100 block alley between 7th and 8th.

Item	Description	Unit	Unit Price	Quantity Adjustment	Value Adjustment
7	Subgrade Prep	SY	\$6.00	178.0	\$1,068.00
9	Subbase, Granular, 6"	SY	\$12.00	(287.0)	(\$3,204.00)
21	Driveway, Paved, Reinforced PCC, 6"	SY	\$60.00	445.0	\$26,700.00
CO.1-28	30" RCP Cleanout	EACH	\$2,240.00	2.0	\$4,480.00
CO.1-29	Remove Existing RAP	CY	\$22.00	30.0	\$660.00
CO.1-30	Backfill	LS	\$500.00	1.0	\$500.00
CO.1-31	Traffic Control	LS	\$250.00	1.0	\$250.00
					\$0.00
					\$0.00
TOTAL					\$30,454.00

CHANGE ORDER SUMMARY	
The Original Contract Sum was	\$315,264.00
Net Change by previously authorized Change Orders	\$0.00
The Contract Sum prior to This Change Order was	\$315,264.00
The Contract Sum will be increased by this Change Order in the amount of	\$30,454.00
The new Contract Sum including this Change Order will be	\$345,718.00
Aggregate Change Order as a percent of Original Contract (If greater than 10% of the original contract, Council Subcommittee recommendation and all signatures through the full Council are required)	0.00%
The Contract Time will be changed by	0 Days
The date of Final Completion as of the date of this Change Order therefore is	

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

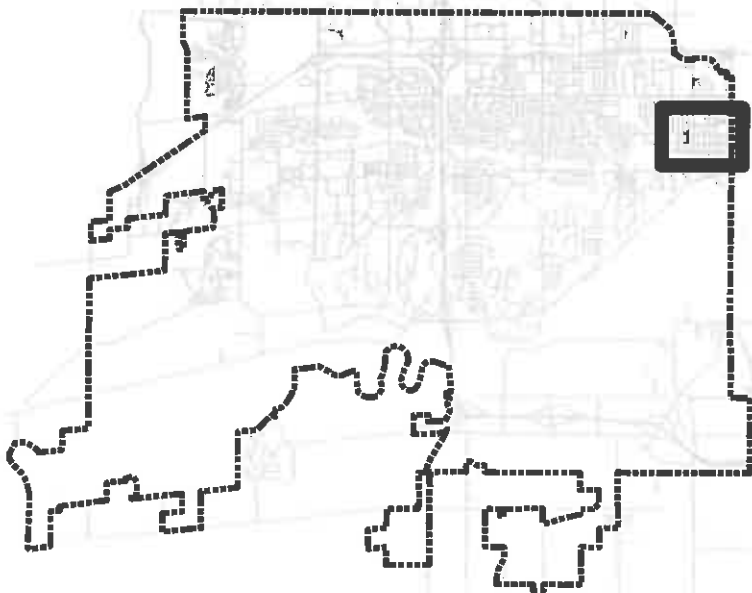
Contractor: Alliance Construction Group, LLC	Recommended By: David J. Moermond	Checked By: [Signature] City of West Des Moines
Signature: Ryan McKinney	Signature: David J. Moermond	Signature: [Signature]
Project Superintendent	Project Manager	Name: Brian Hemasath, P.E.
Date: 8/17/17	Date: 8/16/17	Title: Interim City Engineer
		Date: 8-17-17

Owner: City of West Des Moines

<input checked="" type="checkbox"/> ≤ \$24,999.99 City Engineer (≤ 10% original contract)	X [Signature]	Date: 8-17-17
<input type="checkbox"/> \$25,000 to 49,999.99 City Manager	X _____	Date: _____
<input type="checkbox"/> \$50,000 City Council approved or ratified at Council		Date: _____



VICINITY MAP



LEGEND

PROJECT LOCATION 



PROJECT:	Valley Junction Alley Improvements, Phase 4		
LOCATION:	'Exhibit A'		
DRAWN BY: JDR	DATE: 5/30/2017	PROJECT NUMBER: 0510-003-2015 SUBDIVISION NAME:	SHT. 1 of 1

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

4(k)

ITEM: Resolution to Approve Compensation
- City Manager

DATE: August 21, 2017

FINANCIAL IMPACT: Funds have been included in the current budget to cover the cost of this pay increase.

BACKGROUND:

An evaluation form was distributed to the Mayor and City Council and the results clearly indicate a strong degree of confidence in the City Manager. In addition, a salary survey of comparable cities was also obtained and evaluated. The City has been very well served by the capable and dedicated efforts of the City Manager, Tom Hadden.

Based on a current salary of \$188,575/year, this resolution authorizes a new salary of \$192,442/year and an additional contribution of \$3,866 (total of \$36,241) to deferred compensation. This represents a total cash compensation increase of 3.5%. (Note that the City does not make any contributions to IPERS.) In addition, this resolution amends Section 2, D of the City Manager Employment Agreement to extend the employment agreement for one more year for a total of three years (to May, 2020). These changes are effective on the review date of May 1, 2017.

OUTSTANDING ISSUES (if any): None

RECOMMENDATION: City Council Adopt the Resolution approving the increase in compensation for the City Manager

Lead Staff Member: Jane Pauba Dodge, Human Resources Director

STAFF REVIEWS

Department Director	Jane Pauba Dodge, Human Resources Director	<i>J. Pauba Dodge</i>
Appropriations/Finance	<i>h</i>	
Legal		
Agenda Acceptance	<i>(h)</i>	

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Yes		
Date Reviewed	F&A		
Recommendation	Yes	No	Split

RESOLUTION

WHEREAS, on May 1, 2014 the City Manager began employment with the City of West Des Moines, and

WHEREAS, an annual performance evaluation is to occur on or about the anniversary of the City Manager's hire date, and

WHEREAS, in conjunction with the annual evaluation a compensation adjustment may be made; and,

WHEREAS, the annual performance evaluation of the City Manager has been completed and a compensation increase has been recommended;

WHEREAS, pursuant to West Des Moines City Code, Title 7, Article B-2, the City Council is to establish by resolution the compensation of the City Manager.

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

1. Pursuant to West Des Moines City Code Title 7, Article B-2 the annual compensation of the City Manager shall be increased from \$188,575/year to \$192,442/year; that an additional \$3866 /year be contributed to the City Manager's deferred compensation pension plan.
2. The effective date of the compensation increases shall be May 1, 2017.
3. Pursuant to the City Manager Employment Agreement, Section 2, D be amended that the employee agrees to remain in the exclusive employ of the City until the 1st day of May, 2020.

PASSED AND APPROVED this 21st day of August, 2017.

Steven K. Gaer, Mayor

ATTEST:

Ryan Jacobson, City Clerk

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

DATE: August 21, 2017

ITEM: Resolution - Order Construction and Notice of Public Hearing on Plans, Specifications, Form of Contract, Estimate of Cost, and Direct Advertisement of Bids – 2017 Asphalt Trail Renovation Project

FINANCIAL IMPACT: None at this time. The preliminary estimated cost of the project is \$113,014. Project expenses will be paid with budgeted funds in the 2017 Trail Renovation C.I.P. account (0510 004 2016). There is a total of approximately \$152,000 available in FY 16-17 for asphalt trail renovation.

BACKGROUND: This Resolution is for repair and replacement of portions of existing asphalt trail located in the Knolls Greenway between Aspen Drive and Ashworth Road. The location is shown on the attached map. The area being addressed was identified as a higher priority following the inspection of the entire trail system by City staff.





The project will include full depth on-site recycling of the existing trail, with a new 3" asphalt overlay. This segment of trail is approximately 20 years old, and the existing trail will be ground and recycled to a depth of 12" for use as a base for the new 3" asphalt overlay. Other work includes new pedestrian ramps with detectable warning panels at each of the street intersections, mobilization, traffic control and other miscellaneous related items.

OUTSTANDING ISSUES: None.

RECOMMENDATION: That the Council approve the Resolution.

Lead Staff Member: David Sadler, Superintendent of Parks 

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	N/A
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	N/A		
Date Reviewed			
Recommendation	Yes	No	Split

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

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

2017 Asphalt Trail Renovation Project

is hereby ordered constructed according to the Plans and Specifications prepared by City staff and now on file in the office of City Clerk.

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

BE IT FURTHER RESOLVED, that the City Clerk is hereby directed to publish notice of hearing on the Plans and Specifications, Form of Contract, Bid Security and Estimate of Costs for said project to be held at 5:35 p.m. on **September 18, 2017** with said notice published not less than four (4) days nor more than twenty (20) days prior to the date heretofore fixed.

BE IT FURTHER RESOLVED, that the City Clerk is hereby directed to publish Notice to Bidders for said project with publication not less than four (4) days nor more than forty-five (45) days prior to the date for receiving bids. Said bids are to be filed prior to 2:00 o'clock p.m. on **Wednesday, September 13, 2017.**

BE IT FURTHER RESOLVED, that bids received for construction of said improvements will be opened, publicly read and tabulated by the City Clerk or Deputy City Clerk at 2:00 o'clock p.m. on **Wednesday, September 13, 2017** and the results of said bids shall be considered at a meeting of this Council on **September 18, 2017** at 5:35 p.m. and acted upon at said time, or such time as may then be fixed.

PASSED AND APPROVED this 21st day of August, 2017.

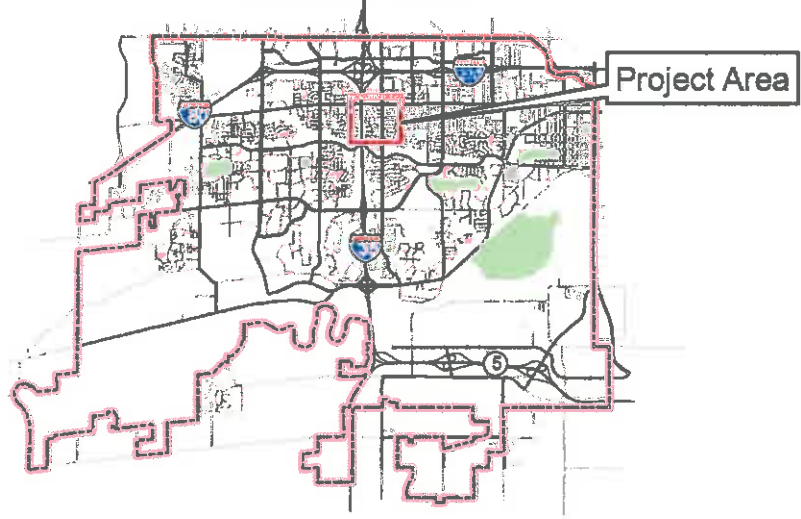
Steven K. Gaer, Mayor

ATTEST:

Ryan Jacobson, City Clerk



VICINITY MAP



LEGEND

- Project Location
- Existing Trail
- Park & Greenway



PROJECT:	2017 ASPHALT TRAIL RENOVATION		
LOCATION:	KNOLLS GREENWAY FROM ASPEN DR TO ASHWORTH RD		
DRAWN BY: MAA	DATE: 8/17/2017	PROJECT NO.: -	SHT. 1 of 1

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

4(m)1

DATE: August 21, 2017

ITEM:

Resolution - Approving Professional Services Agreement
2017 Sewer Cleaning & Televising Program

FINANCIAL IMPACT:

The cost of the Professional Services Agreement associated with the design of this project is anticipated not to exceed \$15,400.00 for Basic Services. In addition, the cost for performing Resident Consultant Services will not exceed \$20,000.00. Should the cost for the professional services be projected to exceed the amounts set forth in the contract, staff would not authorize such expenditures without further approval by the City Council. All work will be billed on an hourly basis using the established hourly fee structure as set forth in the contract. All costs for these services can be paid from account no. 640.000.000.5250.495 with the ultimate funding intended to come from Sewer Fee Revenue.

BACKGROUND:

Approval of this action authorizes AECOM Technical Services, Inc. to perform the professional services necessary as part of the ongoing maintenance program to clean and televise sanitary sewer lines at various locations throughout the City's sanitary sewer collection system.

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 2017 Sewer Cleaning & Televising Program.

Lead Staff Member: Brian J. Hemesath, P.E., Interim City Engineer *BJA*

STAFF REVIEWS

Department Director	Brian J. Hemesath, P.E., Interim City Engineer <i>BJA</i>
Appropriations/Finance	Tim Stiles, Finance Director <i>TS</i>
Legal	Richard Scieszinski, City Attorney <i>RS</i>
Agenda Acceptance	<i>RS</i>

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT

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

**2017 Sewer Cleaning & Televising Program
Project No. 0510-065-2017**

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 AECOM Technical Services, Inc., and,

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

Basic Services of the Consultant	\$15,400.00
Resident Consultant Services	<u>\$20,000.00</u>
Total	\$35,400.00

therefore,

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

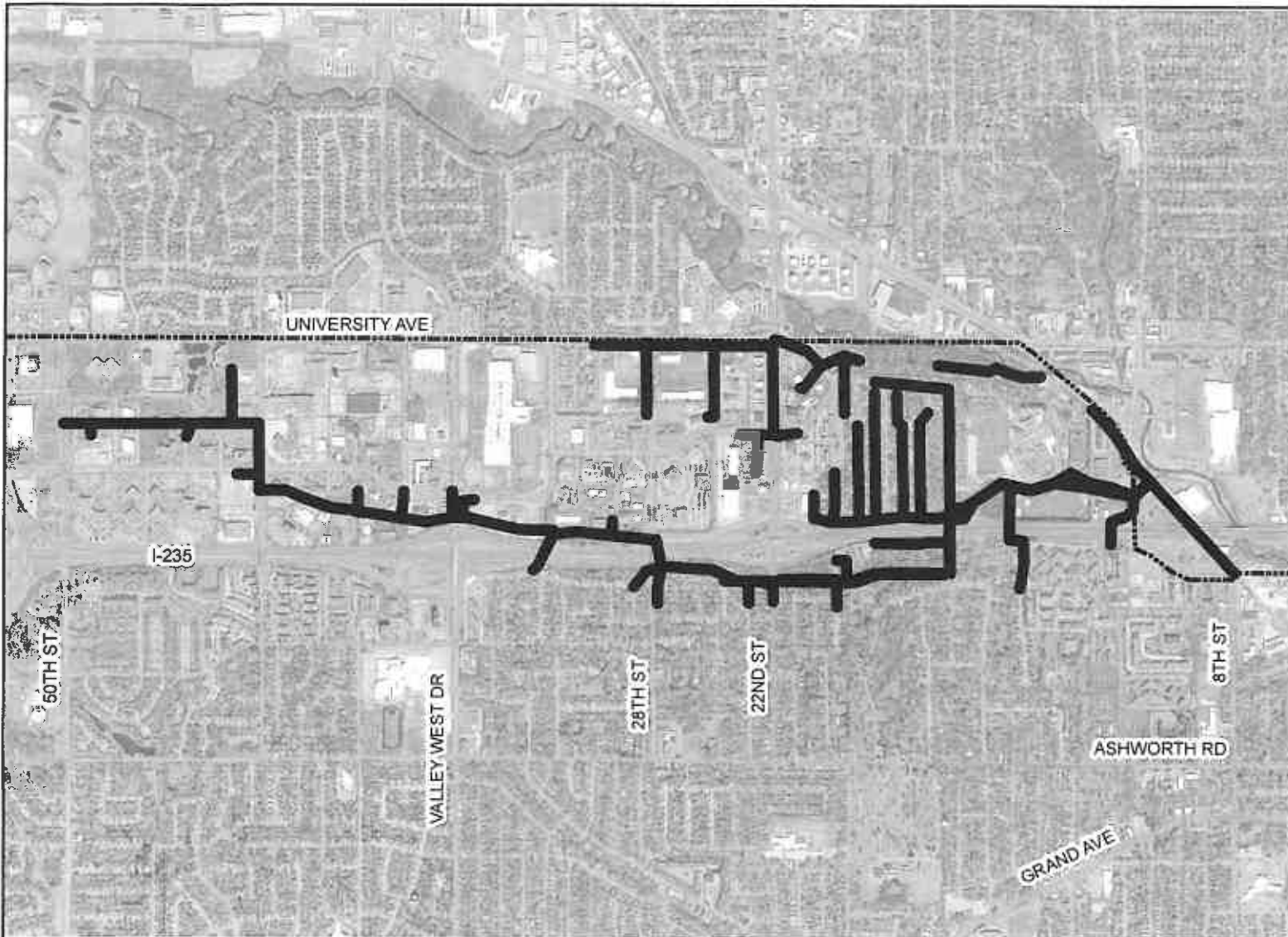
BE IT FURTHER RESOLVED, that the City Clerk is authorized and directed to enter into an agreement with AECOM Technical Services, Inc. for the cost indicated above as payment by the City of West Des Moines for the services indicated.

PASSED AND APPROVED on this **21st** day of **August 2017**.

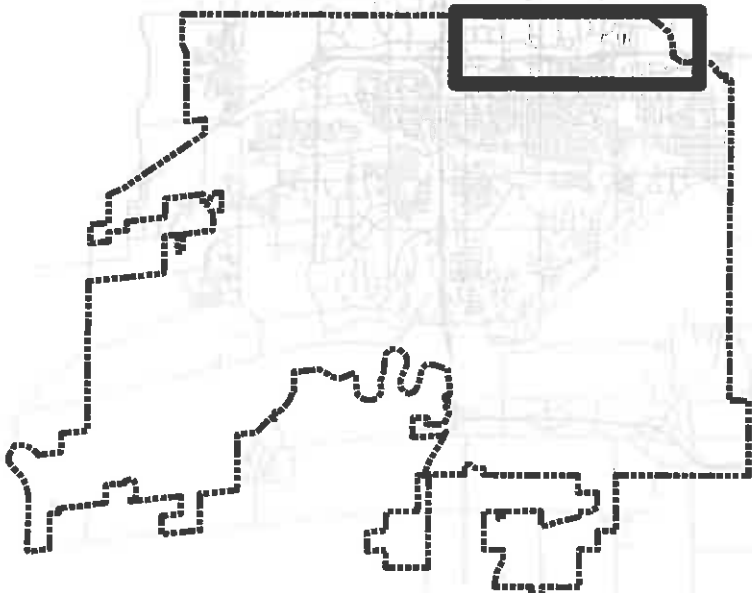
Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk



VICINITY MAP



LEGEND

PROJECT LOCATION 



PROJECT:	2017 Sewer Cleaning & Televising Program		
LOCATION:	Exhibit "A"		
DRAWN BY: JDR	DATE: 8/14/2017	PROJECT NUMBER : 0510-065-2017 SUBDIVISION NAME:	SHT. 1 of 1

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This Agreement is made and entered into this _____ day of _____, 2017, by and between the CITY OF WEST DES MOINES, a municipal corporation, hereinafter referred to as "City", and AECOM Technical Services, Inc., (Fed. I.D. # 95-2661922), 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 2017 Sewer Cleaning & Televising Program (Project No. 0510-065-2017) 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	\$15,400.00
II.	Resident Construction Services (Limited Per Scope)	<u>\$20,000.00</u>
	Total	<u>\$35,400.00</u>

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

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

4. INSURANCE

A. Consultant understands and agrees that Consultant shall have no right of coverage under any and all existing or future City comprehensive, self or personal injury policies. Consultant shall provide insurance coverage for and on behalf of Consultant that will sufficiently protect Consultant or Consultant' 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: AECOM Technical Services, Inc.
Attn: Todd L. Allyn, P.E.
Address: 500 SW 7th Street, Suite 301
City, State: Des Moines, IA 50309

6. GENERAL COMPLIANCE

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

7. STANDARD OF CARE

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

8. INDEPENDENT CONTRACTOR

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

9. NON-DISCRIMINATION

Consultant will not discriminate against any employee of applicant for employment because of age, color, creed, disability, gender identity, national origin, race, religion, sex, sexual orientation, 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 age, color, creed, disability, gender identity, national origin, race, religion, sex, sexual orientation, 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.

AECOM Technical Services, Inc.

CITY OF WEST DES MOINES

BY: 

Douglas W. Schindel, P.E.

BY: _____
Ryan T. Jacobson, City Clerk

ATTACHMENT 1

SCOPE OF SERVICES

0510-065-2017

SANITARY SEWER CLEANING AND TELEVISIONING PROGRAM

As part of the ongoing sanitary sewer maintenance program, the City of West Des Moines is entering into an Agreement with AECOM for preparation of bid documents for the 2017 Sewer Cleaning and Televisioning Program.

The Scope of Services for this project will include detailed work, materials, equipment, personnel and supplies necessary to provide preparation of bid documents, bidding services and construction-related services. The Scope of Services is further defined as follows:

Basic Services

Task 1 - Preparation of Bid Documents. City to provide front-end documents for bidding. AECOM will attend kick-off meeting with City staff, modify front-end documents and will prepare specifications, tabulations and site maps for sanitary sewer cleaning and televisioning. Approximate budget for cleaning and televisioning work is \$140,000.00.

Task 2 - Preparation and Distribution of Contract Documents. Prepare contract documents for distribution to plan rooms and potential bidders. AECOM will also post Notice to Bidders on www.iowabiddate.com.

Task 3 - Respond to Bidders Questions. Respond to questions that bidders may have regarding the project. Prepare addenda, as needed, for project.

Task 4 - Attend Bid Opening. Attend bid opening, secure contracts, bonds and certificates of insurance, review bids, prepare bid tabulation and make recommendation to the City.

Task 5 - Preconstruction Conference. Conduct a Preconstruction Conference with the contractor, City representatives, utility representatives and other interested parties to discuss the project schedule, traffic control and other pertinent issues.

Resident Construction Services

Task 6 - On-Site Review. Provide periodic on-site review to observe the contractor's work, project progress and address contractor's issues and/or concerns. AECOM will also review submittals and ensure contractor provides appropriate notification to residents.

Task 7 - Prepare Contractor Pay Requests. Prepare partial pay requests and submit them to the City for payment throughout the course of the work.

Task 8 - Contractor Televisioning Records. Review completeness of Contractor's televisioning records and submit to City. AECOM will also provide summary of defects that need to be addressed with future rehabilitation projects.

Task 9 - Assist with Close-Out of Project. Assist the City with close-out of the project.

ATTACHMENT 2

PROJECT SCHEDULE

AECOM Technical Services, Inc. is prepared to start work on this project immediately upon receipt of Notice to Proceed.

Based on discussions with City staff, we anticipate the following schedule:

Notice to Proceed: August 21, 2017

Submit Bid Documents for Council Approval: October 16, 2017

Bid Opening: November 8, 2017

Award Contract: November 13, 2017

Anticipated Contractor Notice to Proceed: November 14, 2017

ATTACHMENT 3

SCHEDULE OF FEES

AECOM Direct Labor Costs:

<u>Classification</u>	<u>Billing Rate</u>
Senior Professional	\$230.00/Hour
Project Professional	\$165.00/Hour
Staff Professional	\$130.00/Hour
Professional	\$105.00/Hour
CADD Operator II	\$100.00/Hour
CADD Operator I	\$75.00/Hour
Senior Technician	\$100.00/Hour
Technician	\$75.00/Hour
Project Support	\$85.00/Hour

Direct Project Expenses:

Mileage	\$ 0.535/Mile
B/W Copies	\$ 0.06/Copy
Color Copies	\$ 0.22/Copy
EDM Equipment	\$12.50/Hour
GPS Equipment	\$25.00/Hour

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

4(m)2

DATE: August 21, 2017

ITEM:

Resolution - Approving Professional Services Agreement
2017 Sewer Rehabilitation Program

FINANCIAL IMPACT:

The cost of the Professional Services Agreement associated with the design of this project is anticipated not to exceed \$40,800.00 for Basic Services. In addition, the cost for performing Resident Consultant Services will not exceed \$30,300.00. Should the cost for the professional services be projected to exceed the amounts set forth in the contract, staff would not authorize such expenditures without further approval by the City Council. All work will be billed on an hourly basis using the established hourly fee structure as set forth in the contract. All costs for these services can be paid from account no. 640.000.000.5250.495 with the ultimate funding intended to come from Sewer Fee Revenues.

BACKGROUND:

Approval of this action authorizes AECOM Technical Services, Inc. to perform the professional services necessary as part of the ongoing maintenance program to rehabilitate existing portions of the City's sanitary sewer system. Previous inspections of these sanitary sewers revealed defects at several locations.

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 2017 Sewer Rehabilitation Program.

Lead Staff Member: Brian J. Hemesath, P.E., Interim City Engineer 

STAFF REVIEWS

Department Director	Brian J. Hemesath, P.E., Interim City Engineer
Appropriations/Finance	Tim Stiles, Finance Director 
Legal	Richard Scieszinski, City Attorney 
Agenda Acceptance	

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT

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

**2017 Sewer Rehabilitation Program
Project No. 0510-066-2017**

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 AECOM Technical Services, Inc., and,

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

Basic Services of the Consultant	\$40,800.00
Resident Consultant Services	<u>\$30,300.00</u>
Total	\$71,100.00

therefore,

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

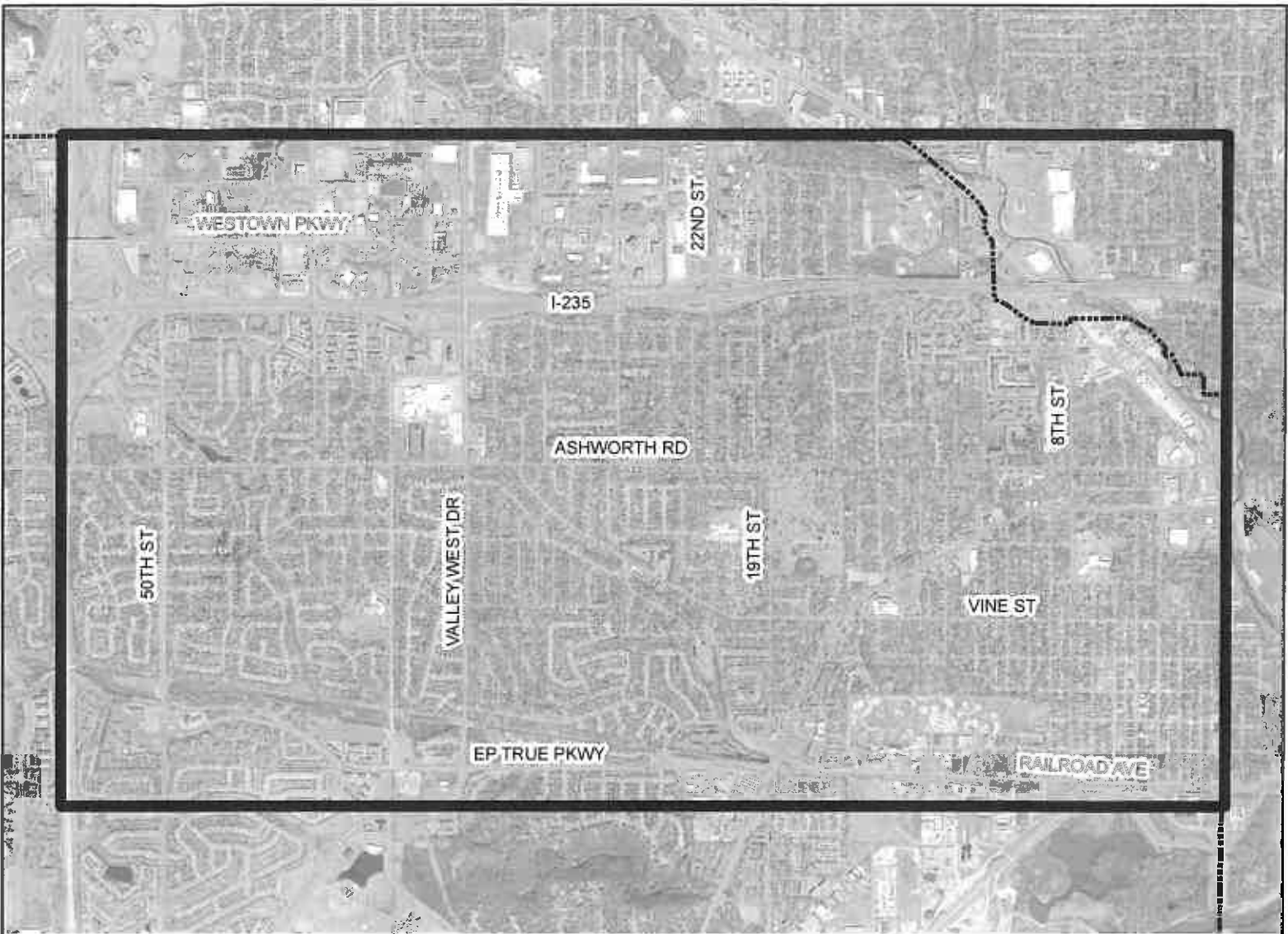
BE IT FURTHER RESOLVED, that the City Clerk is authorized and directed to enter into an agreement with AECOM Technical Services, Inc. for the cost indicated above as payment by the City of West Des Moines for the services indicated.

PASSED AND APPROVED on this 21st day of August 2017.

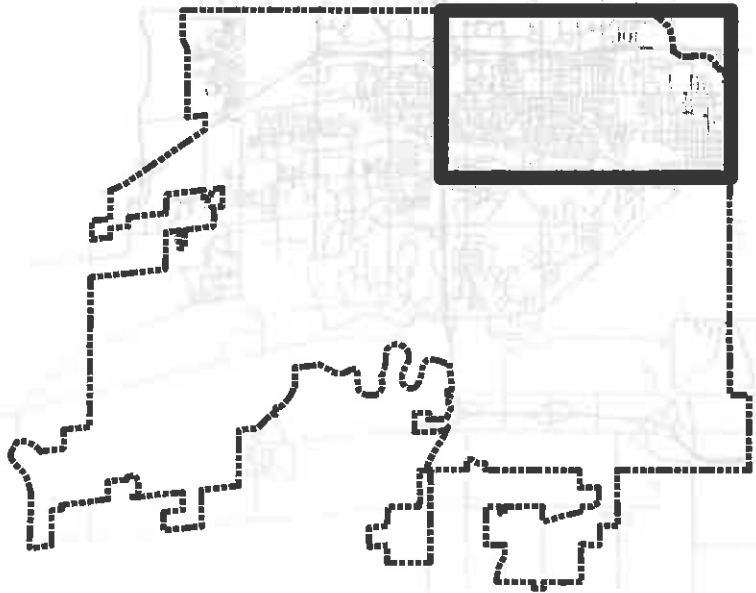
Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk



VICINITY MAP



LEGEND

PROJECT LOCATION 



PROJECT:	2017 Sewer Rehabilitation Program		
LOCATION:	Exhibit "A"		
DRAWN BY: JDR	DATE: 8/15/2017	PROJECT NUMBER: 0510-066-2017 SUBDIVISION NAME:	SHT. 1 of 1

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This Agreement is made and entered into this _____ day of _____, 2017, by and between the CITY OF WEST DES MOINES, a municipal corporation, hereinafter referred to as "City", and AECOM Technical Services, Inc., (Fed. I.D. # 95-2661922), 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 2017 Sewer Rehabilitation Program (Project No. 0510-066-2017) 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	\$40,800.00
II.	Resident Construction Services (Limited Per Scope)	<u>\$30,300.00</u>
	Total	<u>\$71,100.00</u>

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

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

4. INSURANCE

A. Consultant understands and agrees that Consultant shall have no right of coverage under any and all existing or future City comprehensive, self or personal injury policies. Consultant shall provide insurance coverage for and on behalf of Consultant that will sufficiently protect Consultant or Consultant' 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: AECOM Technical Services, Inc.
Attn: Todd L. Allyn, P.E.
Address: 500 SW 7th Street, Suite 301
City, State: Des Moines, IA 50309

6. GENERAL COMPLIANCE

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

7. STANDARD OF CARE

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

8. INDEPENDENT CONTRACTOR

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

9. NON-DISCRIMINATION

Consultant will not discriminate against any employee of applicant for employment because of age, color, creed, disability, gender identity, national origin, race, religion, sex, sexual orientation, 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 age, color, creed, disability, gender identity, national origin, race, religion, sex, sexual orientation, 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.

AECOM Technical Services, Inc.

CITY OF WEST DES MOINES

BY: 

Douglas W. Schindel, P.E.

BY: _____
Ryan T. Jacobson, City Clerk

ATTACHMENT 1

SCOPE OF SERVICES

0510-066-2017

SANITARY SEWER REHABILITATION PROGRAM

I. PROJECT DESCRIPTION

This project consists of coordinating with the City of West Des Moines to gather and evaluate existing sanitary sewer condition information. Based on this information, plans and specifications for the design of Cured-in-Place Pipe (CIPP) lining and repair of sanitary sewer faults and deteriorated manholes will be prepared and bid to be constructed as part of the City's ongoing sewer maintenance program. Construction-related services will also be included in this project.

II. SCOPE OF SERVICES

The Scope of Services will include detailed work, materials, equipment, personnel and supplies necessary to provide design and bidding services for this project. The Scope of Services is further defined as follows:

Basic Services

Task 1 - Kickoff Meeting. Conduct a project kickoff meeting with City of West Des Moines staff to review project Scope of Services, objectives and goals.

Task 2 - Existing Condition Assessment. Review existing sewer televising and rating information. Based on this information, AECOM will prioritize necessary actions and repairs. These items will be coordinated with the City to determine which locations will be included in the upcoming project.

Task 3 - CIPP, Sanitary Sewer Repair and Manhole Rehabilitation Design. AECOM will use the information gathered in Task 2 to design the CIPP, sanitary sewer repairs and manhole rehabilitation work.

Task 4 - Construction Plans and Project Manual. AECOM will produce plans, specifications and project manual necessary to receive competitive bids to construct the project.

Task 5 - Preparation of Right of Way Acquisition Plats. AECOM will prepare the necessary acquisition plats needed for construction of the project.

Task 6 - Wastewater Construction Permit Application. AECOM will prepare an Iowa DNR Wastewater Construction Permit Application and submit to City of West Des Moines for approval.

Task 7 - Estimate of Probable Costs. AECOM will prepare an estimate of probable costs based on the contract documents.

Task 8 - Preparation and Distribution of Contract Documents. Prepare contract documents for distribution to plan rooms and potential bidders. AECOM will also post Notice to Bidders on www.iowabiddate.com.

Task 9 - Respond to Bidders Questions. Respond to questions that bidders may have regarding the project. Prepare addenda as needed for project.

Task 10 - Attend Bid Opening. Attend bid opening, secure contracts, bonds and certificates of insurance, review bids, prepare bid tabulation and make recommendation to the City.

Task 11 - Administration and Meetings. AECOM will administer and coordinate project activities. Two meetings are anticipated between City of West Des Moines and AECOM during the design phase of the project.

Resident Consultant Services

Task 12 - Preconstruction Conference. Conduct a preconstruction conference with representatives of the Contractor, City, AECOM and affected utilities.

Task 13 - Submittals. Review shop drawings and other submittals as required of the Contractor by the contract documents for conformance with the design concept of the project and compliance with the information given in the contract documents.

Task 14 - Contractor Payment Applications. Process bi-weekly applications for payment submitted by the Contractor and forward to the City for execution with recommendations for approval and payment.

Task 15 - Field Testing Conformance Review Assistance. Witness/provide, where applicable, field testing of the facilities furnished under the contract to assist in determining conformance with the contract documents.

Task 16 - Site Visits by Design Personnel. Visit the construction site by design personnel at appropriate stages of construction to review the quality of the work and to determine, in general, whether the work conforms to the contract documents.

Task 17 - Change Order Preparation and Processing. Assist the City and Contractor in preparing and processing contract change orders.

Task 18 - Field Observation. Provide periodic field observation during construction to review the work of the Contractor to determine if the work is proceeding in general accordance with the contract documents and that completed work appears to conform to the contract documents. Staffing requirements may be adjusted during the project in relation to the level of construction activity.

Task 19 - Conformance Updates to City as Needed. Report to the City any work believed to be unsatisfactory, faulty or defective or does not conform to the contract documents, and advise Contractor of any work that should be corrected or rejected.

Task 20 - Evaluate Contractors Requests for Information. Consider and evaluate Contractor's requests for information and report them with recommendations to the City. Communicate final responses to the Contractor.

Task 21 - Maintain Files during Project. Maintain files for correspondence, reports of the job conferences, shop drawings and sample submissions, reproductions of original contract documents including addenda, change orders, field modifications, additional drawings issued subsequent to the execution of the contract, Engineer clarifications and interpretations of the contract documents, progress reports and other project-related documents.

Task 22 - Review of Project. Participate in a review of the project with the City and review staff near project completion and prepare a list of items to be completed or corrected.

Task 23 - Field Observation of Completed Project. Participate in a field observation of the completed project with the City and review staff before a final application for payment is processed for the Contractor.

Task 24 - Revised Plans Showing Changes Made During Construction and Document Close-Out. Provide the City with a copy of revised drawings of the construction plans for the project based on the construction observation records of the review staff and Contractor showing those changes made during construction considered significant. Assist the City with the final close-out documentation from the Contractor.

ATTACHMENT 2

PROJECT SCHEDULE

AECOM Technical Services, Inc. is prepared to start work on this project immediately upon receipt of Notice to Proceed.

Based on discussions with City staff, we anticipate the following schedule:

Notice to Proceed: August 21, 2017

Submit Bid Documents for Council Approval: January 8, 2018

Bid Opening: January 31, 2018

Award Contract: February 5, 2018

Anticipated Contractor Notice to Proceed: February 6, 2018

ATTACHMENT 3

SCHEDULE OF FEES

AECOM Direct Labor Costs:

<u>Classification</u>	<u>Billing Rate</u>
Senior Professional	\$230.00/Hour
Project Professional	\$165.00/Hour
Staff Professional	\$130.00/Hour
Professional	\$105.00/Hour
CADD Operator II	\$100.00/Hour
CADD Operator I	\$75.00/Hour
Senior Technician	\$100.00/Hour
Technician	\$75.00/Hour
Project Support	\$85.00/Hour

Direct Project Expenses:

Mileage	\$ 0.535/Mile
B/W Copies	\$ 0.06/Copy
Color Copies	\$ 0.22/Copy
EDM Equipment	\$12.50/Hour
GPS Equipment	\$25.00/Hour

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

4(m)3

DATE: August 21, 2017

ITEM:

Resolution - Approving Professional Services Agreement
2017 ADA Sidewalks Program

FINANCIAL IMPACT:

The cost of the Professional Services Agreement associated with the design of this project is anticipated not to exceed \$45,640.00 for Basic Services. In addition, the cost for performing Resident Consultant Services will not exceed \$81,080.00. Should the cost for the professional services be projected to exceed the amounts set forth in the contract, staff would not authorize such expenditures without further approval by the City Council. All work will be billed on an hourly basis using the established hourly fee structure as set forth in the contract. All costs for these services can be paid from account no. 500.000.000.5250.495 with the ultimate funding intended to come from Road Use Tax.

BACKGROUND:

Approval of this action authorizes Bolton & Menk, Inc. to perform the professional services necessary for the replacement of approximately 60 sidewalk ramps at various locations throughout the City. The sidewalk ramps being replaced as part of this project are mostly adjacent to streets in the City's 2016 & 2017 HMA Resurfacing Programs to bring them into compliance with the Americans with Disabilities Act (ADA).

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 2017 ADA Sidewalks Program.

Lead Staff Member: Brian J. Hemesath, P.E., Interim City Engineer *BH*

STAFF REVIEWS

Department Director	Brian J. Hemesath, P.E., Interim City Engineer
Appropriations/Finance	Tim Stiles, Finance Director <i>TS</i>
Legal	Richard Scieszinski, City Attorney <i>RS</i>
Agenda Acceptance	<i>W</i>

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT

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

**2017 ADA Sidewalks Program
Project No. 0510-063-2017**

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 Bolton & Menk, Inc., and,

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

Basic Services of the Consultant	\$ 45,640.00
Resident Consultant Services	<u>\$ 81,080.00</u>
Total	\$126,720.00

therefore,

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

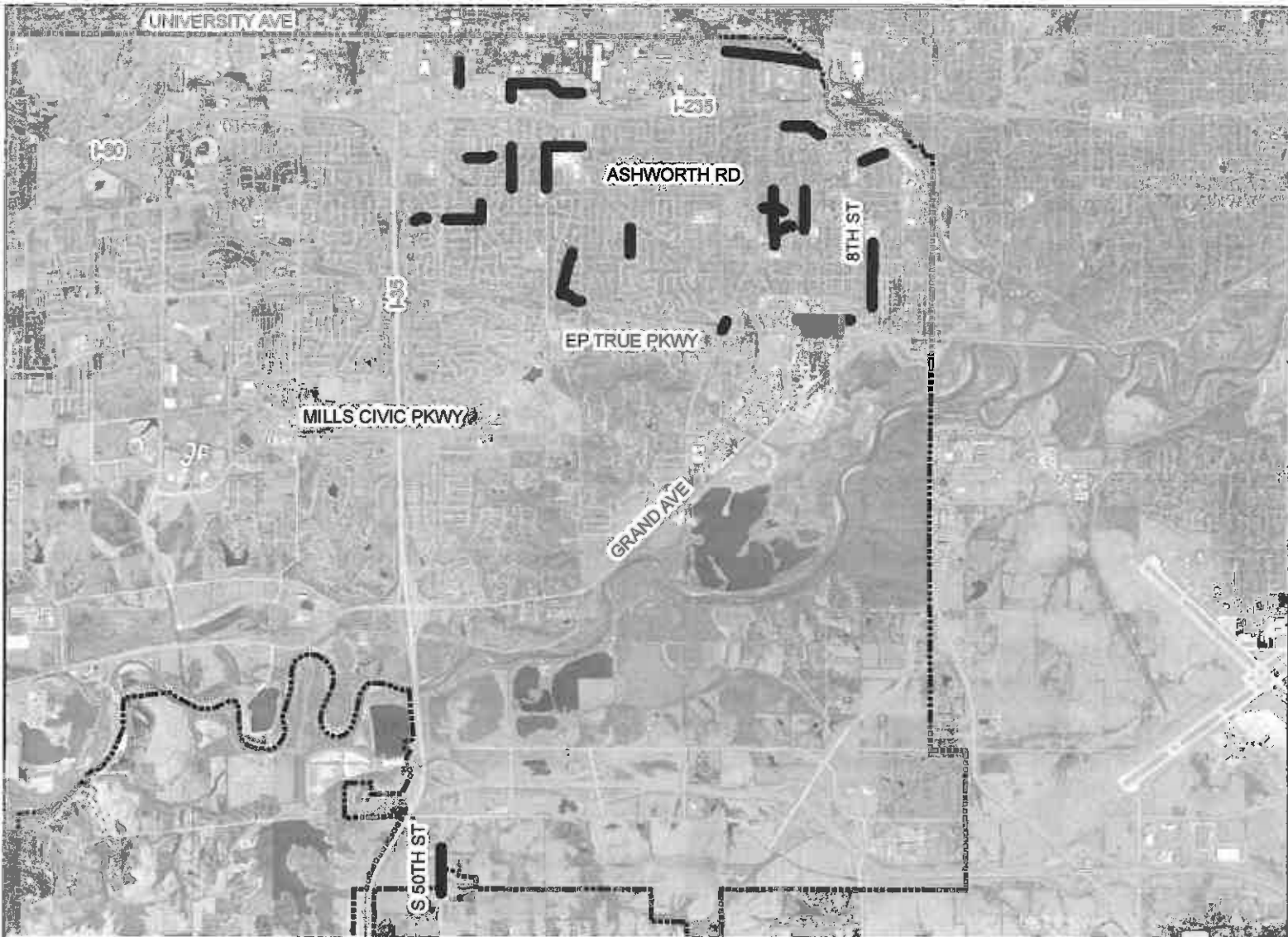
BE IT FURTHER RESOLVED, that the City Clerk is authorized and directed to enter into an agreement with Bolton & Menk, Inc. for the cost indicated above as payment by the City of West Des Moines for the services indicated.

PASSED AND APPROVED on this 21st day of August 2017.

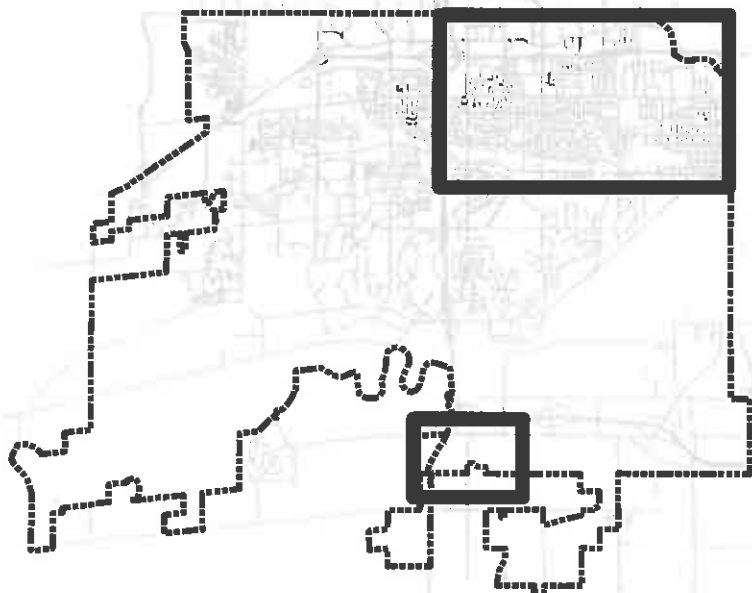
Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk



VICINITY MAP



LEGEND

PROJECT LOCATION



PROJECT:

2017 ADA Sidewalks Program

LOCATION:

Various Locations

DRAWN BY: JDR

DATE: 8/15/2017

PROJECT NUMBER: 0510-063-2017
SUBDIVISION NAME:

SHT. 1 of 1

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This Agreement is made and entered into this 21st day of August, 2017, by and between the CITY OF WEST DES MOINES, a municipal corporation, hereinafter referred to as "City", and Bolton & Menk, Inc., (Fed. I.D. #41-0832249), a professional corporation incorporated and licensed under the laws of the State of Iowa, party of the second part, hereinafter referred to as "Consultant" as follows:

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

1. SCOPE OF SERVICES

Services provided under this Agreement for the 2017 ADA Sidewalk Improvements (Project No. 0510-063-2017) 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.

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II. Resident Consultant Services	<u>\$ 81,080.00</u>

Total \$126,720.00

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

4. INSURANCE

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

coverage for Consultant and all Consultant's personnel. Consultant shall file applicable insurance certificates with the City, and shall also provide evidence of the following additional coverage.

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

5. NOTICE

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

FOR THE CITY:

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

FOR THE CONSULTANT:

Name: Bolton & Menk, Inc.
Attn: Matthew Ferrier P.E.
Address: 309 E. 5th Street, Suite 202
City, State: Des Moines, IA 50309

6. GENERAL COMPLIANCE

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

7. STANDARD OF CARE

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

8. INDEPENDENT CONTRACTOR

Consultant understands and agrees that the Consultant and Consultant's employees and representatives are not City employees. Consultant shall be solely responsible for payment of salaries, wages, payroll taxes, unemployment benefits, or any other form of compensation or benefit to

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

9. NON-DISCRIMINATION

Consultant will not discriminate against any employee of applicant for employment because of age, color, creed, disability, gender identity, national origin, race, religion, sex, sexual orientation, 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 age, color, creed, disability, gender identity, national origin, race, religion, sex, sexual orientation, 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.

BOLTON & MENK, INC.
 BY: Matthew D. Ferrier
 Matthew Ferrier P.E., Principal Engineer

CITY OF WEST DES MOINES
 BY: _____
 Ryan T. Jacobson, City Clerk

ATTACHMENT 1

SCOPE OF SERVICES

DESCRIPTION OF PROJECT AND SCOPE OF IMPROVEMENTS

Basic Services of the Engineer - The Consultant agrees to provide professional services required for the design of 2017 ADA Sidewalk Improvements, #0510-063-2017, construction of ADA compliant sidewalk ramps at previously identified street intersections in various locations in the City. The work will consist of completing Topographic Survey, Accessibility Sidewalk Ramp Design, Utility coordination, Bidding Services, and Construction Administration.

I.A. Basic Scope of Services

- A. Consultant will perform a topographic survey for existing sidewalk ramps. Topographic survey shall include enough area to meet City sidewalk slope requirements.
- B. Consultant will complete all aspects of design needed for the construction of up to 60 pedestrian ramps. Consultant will develop plans and specifications for bidding of all pedestrian ramps as a single bidding package. Consultant will develop design exceptions as needed per pedestrian ramp.
- C. Consultant will coordinate a design review meeting with the City at the 90% design stage. Consultant will incorporate a design review comment prior to final issuance of specifications and construction drawings.
- D. Consultant will meet with individual residents and affected parties as part of the public outreach for the reconstruction project.
- E. Consultant will identify any acquisitions and easements and provide acquisition plats to the City of West Des Moines.
- F. Consultant will provide bidding assistance to the City of West Des Moines.

II.A. Resident Consultant Services

- A. The Consultant will provide the following construction administration services:**
- a. Convene and preside over a preconstruction conference. Preconstruction conference attendees will include:
 - i. City staff
 - ii. Representatives from the contractor, subcontractors and suppliers
 - iii. Representatives from affected utility companies
 - iv. Bolton & Menk staff
 - b. Provide supervision and support to resident project representative and perform regular on-site reviews
 - c. Convene and preside over weekly construction progress meetings
 - d. Prepare change orders and written directives as needed
 - e. Review and approve shop drawings, materials lists, suppliers lists, and other required submittals by contractor
 - f. Assist the resident project representative with the preparation, review and approval of partial pay requests
 - g. Meet with affected property owners as required to answer specific questions or to address construction or design related concerns
 - h. Obtain additional information from City staff, when required for proper execution of the work
 - i. Support construction close-out with following tasks:
 - i. Conduct an on-site review of the project with City staff, contractor's representatives, and other stakeholders as appropriate
 - ii. Develop an itemized list of construction issues to be corrected or resolved
 - iii. Monitor completion of the punch list items by the contractor
 - iv. Conduct a final project walk through with the City and the contractor to verify that all punch list items have been completed to the satisfaction of the City
 - v. Prepare final pay estimate and submit to contractor for review and approval. Resolve any issues regarding pay item quantities with the contractor.
 - j. Secure all other documentation required from contractor for project close-out required by the City.
- B. The Consultant will provide a Resident Project Representative (RPR) during construction activities. Resident Project Representative (RPR) is programmed for 6 hours per sidewalk ramp up to 60 ramps.**
- C. Provide construction staking services and compliance verification per pedestrian ramp.**
- D. The Consultant will provide plan interpretation, as-constructed electronic and hard copy drawings with verification of pedestrian ramps meeting ADA requirements.**

ATTACHMENT 2

PROJECT SCHEDULE

The anticipated project schedule:

Topographic Survey	September 2017
Final Design and Review	November 2017
Public Outreach	December 2017 – January 2018
Project Letting	January 2018
Project Construction	May – September 2018

ATTACHMENT 3
SCHEDULE OF FEES

2017 Schedule of Fees

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

The Fee Schedule shall apply for the period through December 31, 2017. These rates may be adjusted annually thereafter to account for changed labor costs, inflation, or changed overhead conditions.

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

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

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

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

4(m)4

DATE: August 21, 2017

ITEM:

Resolution - Approving Professional Services Agreement
2017 Durable Pavement Markings Program

FINANCIAL IMPACT:

The cost of the Professional Services Agreement associated with the design of this project is anticipated not to exceed \$28,241.00 for Basic Services. In addition, the cost for performing Resident Consultant Services will not exceed \$7,675.00. Should the cost for the professional services be projected to exceed the amounts set forth in the contract, staff would not authorize such expenditures without further approval by the City Council. All work will be billed on an hourly basis using the established hourly fee structure as set forth in the contract. All costs for these services can be paid from account no. 500.000.000.5250.495 with the ultimate funding intended to come from Road Use Tax.

BACKGROUND:

Approval of this action authorizes George Butler Associates, Inc. to perform the professional services necessary for the 2017 Durable Pavement Markings Program at various locations throughout the City. The area that will be targeted is depicted on the attached vicinity map.

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

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 2017 Durable Pavement Markings Program.

Lead Staff Member: Brian J. Hemesath, P.E., Interim City Engineer *BH*

STAFF REVIEWS

Department Director	Brian J. Hemesath, P.E., Interim City Engineer
Appropriations/Finance	Tim Stiles, Finance Director <i>TS</i>
Legal	Richard Scieszinski, City Attorney <i>RS</i>
Agenda Acceptance	<i>RS</i>

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT

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

**2017 Durable Pavement Markings Program
Project No. 0510-061-2017**

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 George Butler Associates, Inc., and,

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

Basic Services of the Consultant	\$28,241.00
Resident Consultant Services	<u>\$ 7,675.00</u>
Total	\$35,916.00

therefore,

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

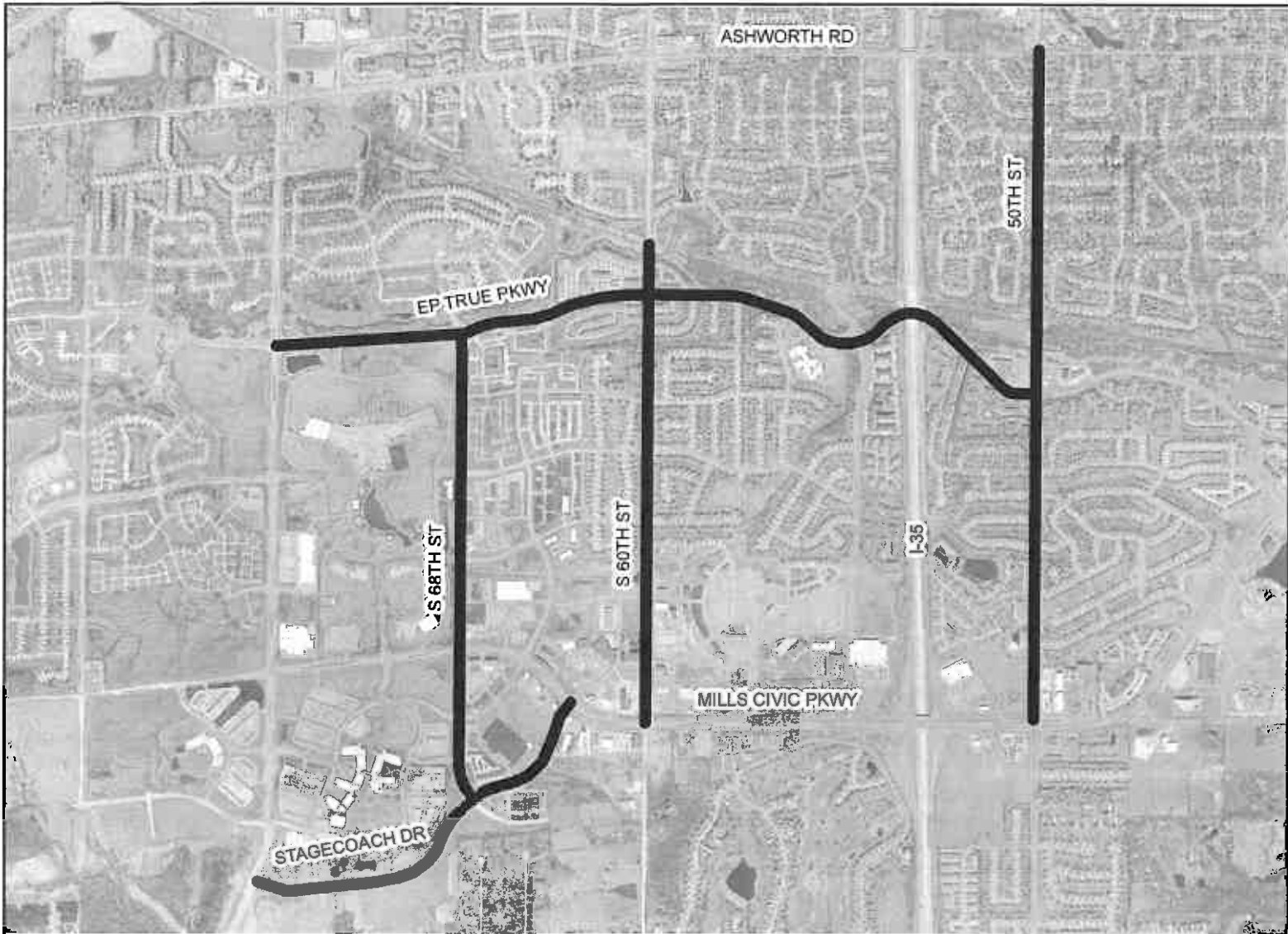
BE IT FURTHER RESOLVED, that the City Clerk is authorized and directed to enter into an agreement with George Butler Associates, Inc. for the cost indicated above as payment by the City of West Des Moines for the services indicated.

PASSED AND APPROVED on this 21st day of August 2017.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk



VICINITY MAP



LEGEND

PROJECT LOCATION 



PROJECT:

2017 Durable Pavement Markings

LOCATION:

Various Locations

DRAWN BY: JDR

DATE: 8/7/2017

PROJECT NUMBER: 0510-061-2017
SUBDIVISION NAME:

SHT. 1 of 1

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This Agreement is made and entered into this _____ day of _____, 2017, by and between the CITY OF WEST DES MOINES, a municipal corporation, hereinafter referred to as "City", and George Butler Associates, Inc. (Fed. I.D. # 43-0919641), 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 **2017 Durable Pavement Markings Program No. 0510-061-2017** 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	\$ 28,241.00
II. Resident Consultant Services	<u>\$ 7,675.00</u>
Total	\$35,916.00

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

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

4. INSURANCE

A. Consultant understands and agrees that Consultant shall have no right of coverage under any and all existing or future City comprehensive, self or personal injury policies. Consultant shall provide insurance coverage for and on behalf of Consultant that will sufficiently protect Consultant or Consultant'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.
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- E. Failure of Consultant to maintain any of the insurance coverages set forth above shall constitute a material breach of this Agreement.

5. NOTICE

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

FOR THE CITY:

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

FOR THE CONSULTANT:

Name: George Butler Associates, Inc.
Attn: Cory Clark, Senior Associate
Address: 5550 Wild Rose Ln, Ste 400
City, State: West Des Moines, IA 50266

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 age, color, creed, disability, gender identity, national origin, race, religion, sex, sexual orientation, 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 age, color, creed, disability, gender identity, national origin, race, religion, sex, sexual orientation, or veteran status. Consultant will cooperate with the City in using Consultant's best efforts to ensure that Disadvantaged Business Enterprises are afforded the maximum opportunity to compete for subcontracts of work under this Agreement.

10. HOLD HARMLESS

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

11. ASSIGNMENT

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

12. APPROPRIATION OF FUNDS

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

13. AUTHORIZED AMENDMENTS TO AGREEMENT

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

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

14. OWNERSHIP OF CONSULTING DOCUMENTS

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

15. INTERPRETATION

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

16. COMPLIANCE WITH FEDERAL LAW

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

17. SOLICITATION AND PERFORMANCE

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

18. SUSPENSION AND TERMINATION OF AGREEMENT

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

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

19. TAXES

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

20. SEVERABILITY

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

21. MISCELLANEOUS HEADINGS

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

22. FURTHER ASSURANCES

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

23. COUNTERPARTS

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

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

CONSULTANT

BY: 
Cory Clark, GBA Senior Associate

CITY OF WEST DES MOINES

BY: _____
Ryan T. Jacobson, City Clerk

ATTACHMENT 1

SCOPE OF SERVICES

GBA was hired by the City of West Des Moines to perform work on the 2017 Durable Pavement Marking Program. Proposed routes include Stagecoach Dr., EP True Parkway, 68th Street, 60th Street, and 50th Street.

Basic Services of the Consultant

1. Project Management

- a. City Meetings - 1
- b. Progress Reporting/Invoicing
- c. Internal Coordination Meetings - 1
- d. Coordination with Surveyors/Unmanned Aerial Vehicle (UAV) Team
- e. Contract administration
- f. Determine conceptual quantities and streets to include

2. UAV Aerial Images

- a. Fly corridors to get aerial images
- b. Establish ground control with surveyor
- c. Process images in office and prepare for use in MicroStation

3. Plan/Specification Development

- a. Review aerial imaging and existing pavement markings
- b. Site visit to verify existing
- c. Set Baseline Alignment for each street
- d. Develop Plans
 - Title Sheet
 - Standard Notes & Details
 - Plan Sheets with quantity tables (Fill 1 table for example during Prelim.)
- e. Printing
- f. QA/QC Plans
- g. Submit Plans to City
- h. Address City Prelim. Comments
- i. Finalize Quantities and fill out tables
- j. Cost Estimate
- k. Specifications
- l. Submit Final Plans & Specifications to City for review
- m. Address City Final Comments
- n. Prepare Contract Documents for Bidding

4. Bidding

- a. Respond to Bidder Questions
- b. Issue Addendums to Plans and Specifications
- c. Prepare and attend bid opening
- d. Review Bids for completeness, accuracy, & compile bid tabs

5. Design Services During Construction

- a. Review Contractor Submittals & Materials
- b. Answer questions during construction

Resident Consultant Services

1. Construction Observation

- a. Initiate Contractor Contract
- b. Review Contractor insurance certificate
- c. Setup and attend Preconstruction Meeting (agenda & minutes)
- d. Prepare forms for construction

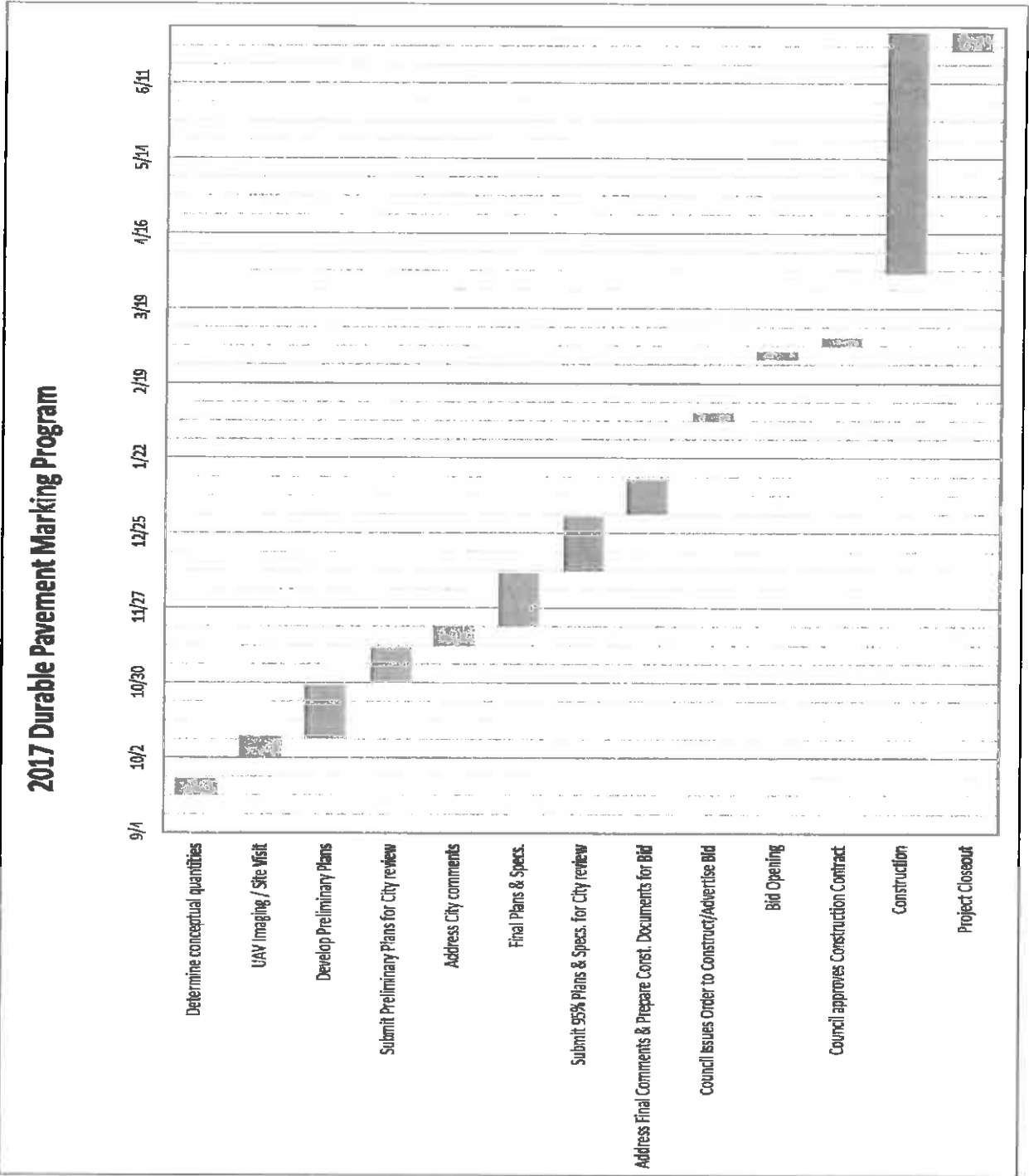
- e. Coordinate Construction Schedule
- f. On-site Observation / Reporting
- g. Process Contractor Pay Applications
- h. Final Inspection / Project Acceptance

Assumptions:

- Only long line pavement markings included (lane lines, centerlines, etc.)
- Front end of Specifications provided by the City

ATTACHMENT 2

PROJECT SCHEDULE



ATTACHMENT 3

SCHEDULE OF FEES

**GEORGE BUTLER ASSOCIATES, INC.
ENGINEERS / ARCHITECTS
STANDARD HOURLY RATES - EFFECTIVE JULY 1, 2017**

Employment Classification	Hourly Rate
Principal	\$268.00
Senior Associate	\$219.00
Director of AES	\$219.00
Associate	\$188.00
Senior Lead AES	\$188.00
Senior Specialist	\$160.00
Project Leader	\$165.00
Lead AES	\$165.00
Specialist	\$145.00
Senior AES	\$155.00
Senior Technician	\$130.00
Project AES	\$130.00
Project Technician	\$100.00
Design AES	\$110.00
Design Technician	\$82.00
Staff AES	\$102.00
Staff Technician	\$70.00
Senior Construction Inspector	\$130.00
Construction Inspector 4	\$105.00
Construction Inspector 3	\$100.00
Construction Inspector 2	\$90.00
Construction Inspector 1	\$80.00
Senior Field Technician	\$110.00
Field Technician 3	\$90.00
Field Technician 2	\$80.00
Field Technician 1	\$70.00
Senior Professional Land Surveyor	\$130.00
Professional Land Surveyor	\$120.00

Survey Technician 3	\$100.00
Survey Technician 2	\$70.00
Survey Technician 1	\$52.00
2-Man Survey Party	\$170.00

Training Coordinator	\$93.00
Senior Administrative Assistant	\$93.00
Administrative Assistant	\$70.00

General Office 2	\$75.00
General Office 1	\$54.00

Equipment

(CAD and Total Station Survey Equipment expenses are included in the above hourly rates unless otherwise stipulated by contract.)

Real Time Kinematic Global Positioning System Equipment (RTK)	\$60.00	per hour
Nuclear Density/Soil Testing Equipment	\$50.00	per day
Traffic Counters	\$20.00	per day

Expenses

Reimbursable expenses (travel, vehicle mileage, vehicle rental, printing and plotting, etc.) incurred will be charged at cost plus 10% to cover administrative overhead.

The following items will be charged as shown:

Company Pick-up Truck	\$0.54	per mile
Personal and Company Cars	\$0.54	per mile

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

4(m)5

DATE: August 21, 2017

ITEM:

Resolution - Approving Professional Services Agreement
2017 Guardrails Program

FINANCIAL IMPACT:

The cost of the Professional Services Agreement associated with the design of this project is anticipated not to exceed \$21,243.00 for Basic Services. In addition, the cost for performing Resident Consultant Services will not exceed \$4,995.00. Should the cost for the professional services be projected to exceed the amounts set forth in the contract, staff would not authorize such expenditures without further approval by the City Council. All work will be billed on an hourly basis using the established hourly fee structure as set forth in the contract. All costs for these services can be paid from account no. 500.000.000.5250.495 with the ultimate funding intended to come from Road Use Tax.

BACKGROUND:

Approval of this action authorizes George Butler Associates, Inc. to perform the professional services necessary for the replacement of guardrails at various locations throughout the City. The areas that will be targeted are depicted on the attached vicinity map.

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

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

OUTSTANDING ISSUES:

None


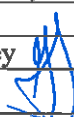

RECOMMENDATION:

City Council Adopt:

- Resolution Approving Professional Services Agreement for 2017 Guardrails Program.

Lead Staff Member: Brian J. Hemesath, P.E., Interim City Engineer 

STAFF REVIEWS

Department Director	Brian J. Hemesath, P.E., Interim City Engineer
Appropriations/Finance	Tim Stiles, Finance Director 
Legal	Richard Scieszinski, City Attorney 
Agenda Acceptance	

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT

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

**2017 Guardrails Program
Project No. 0510-062-2017**

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 George Butler Associates, Inc., and,

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

Basic Services of the Consultant	\$21,243.00
Resident Consultant Services	<u>\$ 4,995.00</u>
Total	\$26,238.00

therefore,

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

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

PASSED AND APPROVED on this **21st** day of **August 2017**.

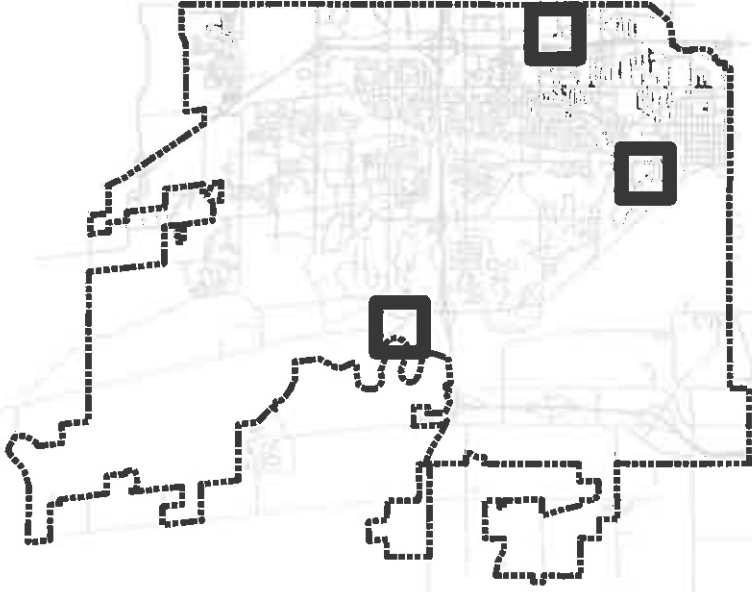
Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk



VICINITY MAP



LEGEND

PROJECT LOCATION 



PROJECT:	2017 Guardrails Program		
LOCATION:	Various Locations		
DRAWN BY: JDR	DATE: 8/7/2017	PROJECT NUMBER : 0510-062-2017 SUBDIVISION NAME:	SHT. 1 of 1

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This Agreement is made and entered into this _____ day of _____, 2017, by and between the CITY OF WEST DES MOINES, a municipal corporation, hereinafter referred to as "City", and George Butler Associates, Inc. (Fed. I.D. # 43-0919641 _____), 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 2017 Guardrails Program No. 0510-062-2017 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	\$ 21,243.00
II. Resident Consultant Services	\$ <u>4,995.00</u>
Total	\$26,238.00

- B. The Consultant shall invoice the City monthly for services, any reimbursable expenses and any approved amendments to this Agreement, based upon services actually completed at the time of the invoice. Final payment shall be due and payable within 30 days of the City's acceptance of Consultant's submission of final deliverables in accordance with the Scope of Services.
- C. In consideration of the compensation paid to the Consultant, the Consultant agrees to perform all professional services to the satisfaction of the City by performing the professional services in a manner consistent with that degree of care and skill ordinarily exercised by members of Consultant's profession currently practicing under similar circumstances. If the performance of this Agreement involves the services of others or the furnishing of equipment, supplies, or materials, the Consultant agrees to pay for the same in full.

4. INSURANCE

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

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

- B. The Consultant shall provide evidence of comprehensive general liability coverage and contractual liability insurance by an insurance company licensed to do business in the State of Iowa in the limits of at least \$1,000,000 each personal injury accident and/or death; \$1,000,000 general aggregate personal injury and/or death; and \$1,000,000 for each property damage accident. The evidence shall designate the City as an additional insured, and that it cannot be canceled or materially altered without giving the City at least thirty (30) days written notice by registered mail, return receipt requested.
- C. The Consultant shall also provide evidence of automobile liability coverage in the limits of at least \$1,000,000 bodily injury and property damage combined. The evidence shall designate the City as an additional insured, and that it cannot be canceled 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: George Butler Associates, Inc.
Attn: Cory Clark, Senior Associate
Address: 5550 Wild Rose Ln, Ste 400
City, State: West Des Moines, IA 50266

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 age, color, creed, disability, gender identity, national origin, race, religion, sex, sexual orientation, 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 age, color, creed, disability, gender identity, national origin, race, religion, sex, sexual orientation, or veteran status. Consultant will cooperate with the City in using Consultant's best efforts to ensure that Disadvantaged Business Enterprises are afforded the maximum opportunity to compete for subcontracts of work under this Agreement.

10. HOLD HARMLESS

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

11. ASSIGNMENT

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

12. APPROPRIATION OF FUNDS

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

13. AUTHORIZED AMENDMENTS TO AGREEMENT

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

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

14. OWNERSHIP OF CONSULTING DOCUMENTS

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

15. INTERPRETATION

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

16. COMPLIANCE WITH FEDERAL LAW

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

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

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- 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.

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

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

23. COUNTERPARTS

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

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

CONSULTANT

BY: 
Cory Clark, GBA Senior Associate

CITY OF WEST DES MOINES

BY: _____
Ryan T. Jacobson, City Clerk

ATTACHMENT 1

SCOPE OF SERVICES

GBA was hired by the City of West Des Moines to perform work on the 2017 Guardrails Program. The City has provided an inventory of guardrail locations across the city. GBA will address damaged and outdated guardrail at three specific locations as requested by the City 1) Along Westtown Parkway at 31st St. 2) Along Fuller Road at Lincoln St. 3) Along Raccoon River Road near railroad tracks south of Grand Avenue. If additional construction funds remain after conceptual quantities determined, additional guardrail may be addressed.

Basic Services of the Consultant

1. Project Management

- a. City Meetings - 1
- b. Progress Reporting/Invoicing
- c. Contract administration
- d. Determine conceptual quantities and determine which locations can be constructed
- e. Coordination with Geotechnical subconsultant to collect borings

2. Plan/Specification Development

- a. Site Investigations
- b. Utility Coordination
- c. Railroad Coordination
- d. Develop Plans
 - Title Sheet
 - Standard Notes & Details
 - Plan Sheets with quantity tables (1 sheet/location)
- e. Printing
- f. QA/QC Plans
- g. Submit Plans to City
- h. Address City Prelim. Comments
- i. Finalize Quantities and fill out tables
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- k. Specifications
- l. Submit Final Plans & Specifications to City for review
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- n. Prepare Contract Documents for Bidding

3. Bidding

- a. Respond to Bidder Questions
- b. Issue Addendums to Plans and Specifications
- c. Prepare and attend bid opening
- d. Review Bids for completeness, accuracy, & compile bid tabs

4. Design Services During Construction

- a. Review Contractor Submittals & Materials
- b. Answer questions during construction

Resident Consultant Services

1. Construction Observation

- a. Initiate Contractor Contract
- b. Review Contractor insurance certificate
- c. Setup and attend Preconstruction Meeting (agenda & minutes)
- d. Prepare forms for construction
- e. Coordinate Construction Schedule
- f. On-site Observation / Reporting

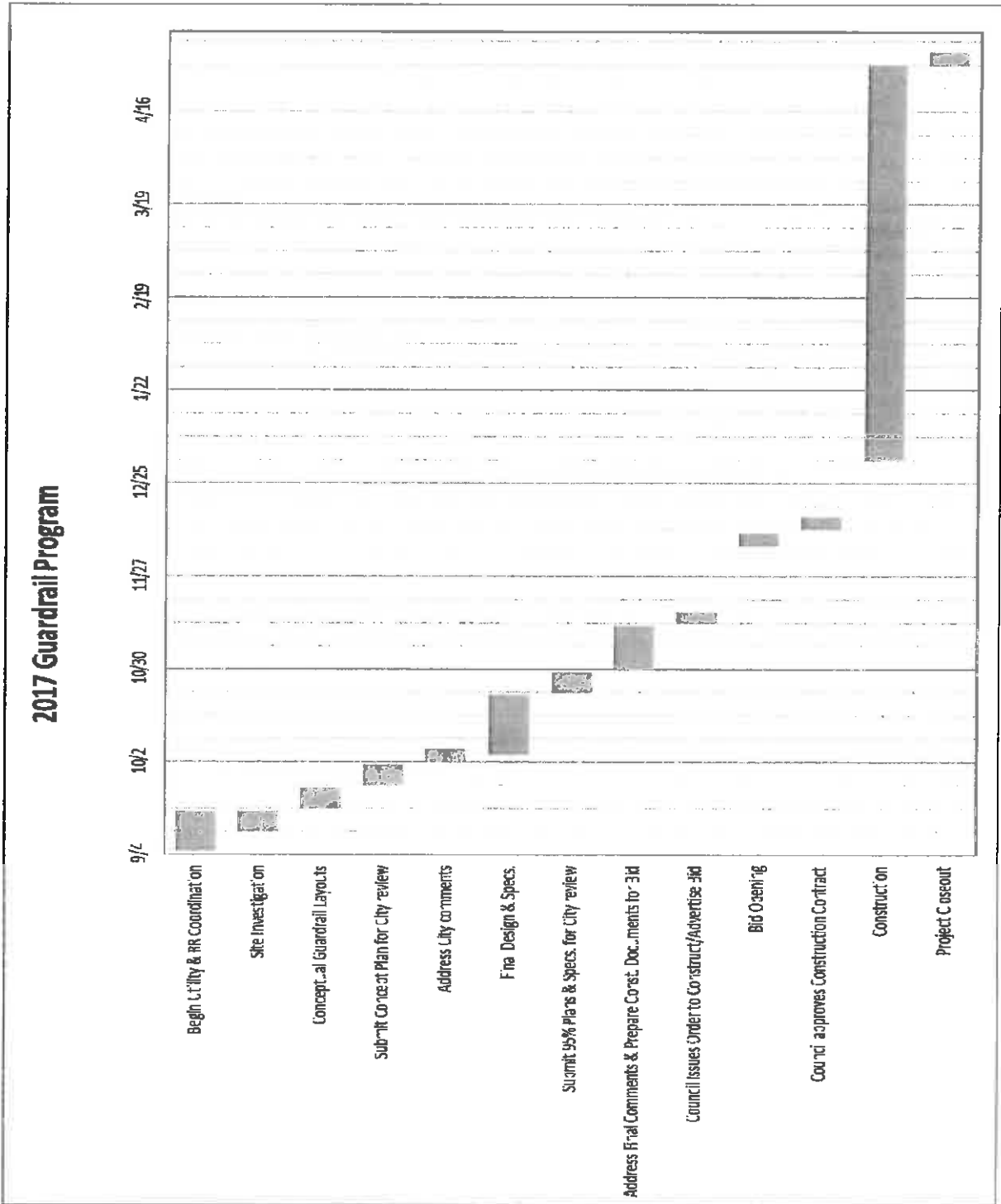
- g. Process Contractor Pay Applications**
- h. Final Inspection / Project Acceptance**

Assumptions:

- **No Topographic Survey**
- **Minimal regrading of guardrail pad**
- **No acquisition of right of way**
- **Front end of Specifications provided by the City**

ATTACHMENT 2

PROJECT SCHEDULE



ATTACHMENT 3

SCHEDULE OF FEES

**GEORGE BUTLER ASSOCIATES, INC.
ENGINEERS / ARCHITECTS
STANDARD HOURLY RATES - EFFECTIVE JULY 1, 2017**

Employment Classification	Hourly Rate
Principal	\$268.00
Senior Associate	\$219.00
Director of AES	\$219.00
Associate	\$188.00
Senior Lead AES	\$188.00
Senior Specialist	\$160.00
Project Leader	\$165.00
Lead AES	\$165.00
Specialist	\$145.00
Senior AES	\$155.00
Senior Technician	\$130.00
Project AES	\$130.00
Project Technician	\$100.00
Design AES	\$110.00
Design Technician	\$82.00
Staff AES	\$102.00
Staff Technician	\$70.00
Senior Construction Inspector	\$130.00
Construction Inspector 4	\$105.00
Construction Inspector 3	\$100.00
Construction Inspector 2	\$90.00
Construction Inspector 1	\$80.00
Senior Field Technician	\$110.00
Field Technician 3	\$90.00
Field Technician 2	\$80.00
Field Technician 1	\$70.00
Senior Professional Land Surveyor	\$130.00

Professional Land Surveyor	\$120.00
Survey Technician 3	\$100.00
Survey Technician 2	\$70.00
Survey Technician 1	\$52.00
2-Man Survey Party	\$170.00

Training Coordinator	\$93.00
Senior Administrative Assistant	\$93.00
Administrative Assistant	\$70.00

General Office 2	\$75.00
General Office 1	\$54.00

Equipment

(CAD and Total Station Survey Equipment expenses are included in the above hourly rates unless otherwise stipulated by contract.)

Real Time Kinematic Global Positioning System Equipment (RTK)	\$60.00	per hour
Nuclear Density/Soil Testing Equipment	\$50.00	per day
Traffic Counters	\$20.00	per day

Expenses

Reimbursable expenses (travel, vehicle mileage, vehicle rental, printing and plotting, etc.) incurred will be charged at cost plus 10% to cover administrative overhead.

The following items will be charged as shown:

Company Pick-up Truck	\$0.54	per mile
Personal and Company Cars	\$0.54	per mile

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

4(m)6

DATE: August 21, 2017

ITEM:

Resolution - Approving Professional Services Agreement
2018 PCC Reconstruction Program

FINANCIAL IMPACT:

The cost of the Professional Services Agreement associated with the design of this project is anticipated not to exceed \$44,000.00 for Basic Services. In addition, the cost for performing Resident Consultant Services will not exceed \$60,000.00. Should the cost for the professional services be projected to exceed the amounts set forth in the contract, staff would not authorize such expenditures without further approval by the City Council. All work will be billed on an hourly basis using the established hourly fee structure as set forth in the contract. All costs for these services can be paid from account no. 500.000.000.5250.495 with the ultimate funding intended to come from Road Use Tax.

BACKGROUND:

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

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

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 2018 PCC Reconstruction Program.

Lead Staff Member: Brian J. Hemesath, P.E., Interim City Engineer 

STAFF REVIEWS

Department Director	Brian J. Hemesath, P.E., Interim City Engineer
Appropriations/Finance	Tim Stiles, Finance Director 
Legal	Richard Scieszinski, City Attorney 
Agenda Acceptance	

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT

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

**2018 PCC Reconstruction Program
Project No. 0510-001-2018**

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 Bolton & Menk, Inc., and,

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

Basic Services of the Consultant	\$ 44,000.00
Resident Consultant Services	<u>\$ 60,000.00</u>
Total	\$104,000.00

therefore,

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

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

PASSED AND APPROVED on this 21st day of **August 2017**.

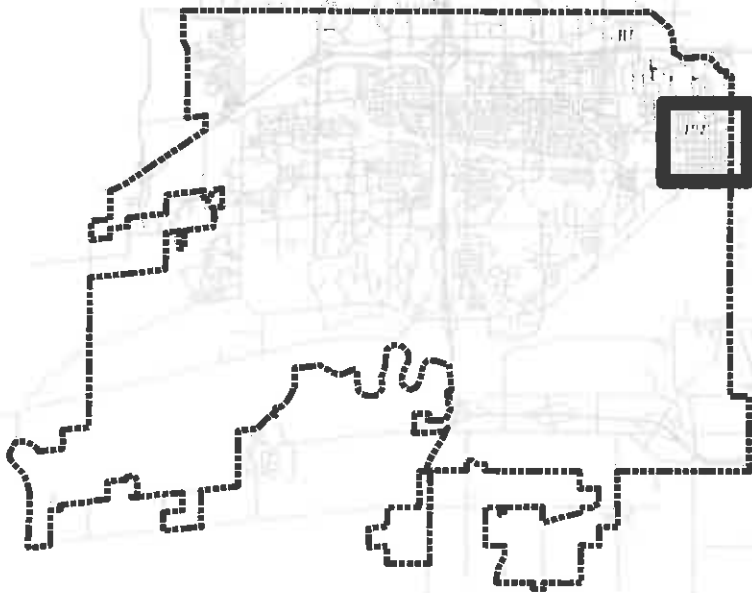
Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk



VICINITY MAP



LEGEND

PROJECT LOCATION



PROJECT:

2018 PCC Reconstruction Program

LOCATION:

3rd St, Walnut St to Vine St

DRAWN BY: JDR

DATE: 8/7/2017

PROJECT NUMBER: 0510-001-2018
SUBDIVISION NAME:

SHT. 1 of 1

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This Agreement is made and entered into this 21st day of August, 2017, by and between the CITY OF WEST DES MOINES, a municipal corporation, hereinafter referred to as "City", and Bolton & Menk, Inc., (Fed. I.D. # 41-0832249), a professional corporation incorporated and licensed under the laws of the State of Iowa, party of the second part, hereinafter referred to as "Consultant" as follows:

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

1. SCOPE OF SERVICES

Services provided under this Agreement for the 2018 P.C.C. Reconstruction (Project No. 0510-001-2018) 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	\$ 44,000.00
II. Resident Consultant Services	<u>\$ 60,000.00</u>
Total	\$104,000.00

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

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

4. INSURANCE

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

coverage for Consultant and all Consultant's personnel. Consultant shall file applicable insurance certificates with the City, and shall also provide evidence of the following additional coverage.

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

5. NOTICE

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

FOR THE CITY:

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

FOR THE CONSULTANT:

Name: Bolton & Menk, Inc.
Attn: Matthew Ferrier P.E.
Address: 309 E. 5th Street, Suite 200
City, State: Des Moines, IA 50309

6. GENERAL COMPLIANCE

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

7. STANDARD OF CARE

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

8. INDEPENDENT CONTRACTOR

Consultant understands and agrees that the Consultant and Consultant's employees and representatives are not City employees. Consultant shall be solely responsible for payment of salaries, wages, payroll taxes, unemployment benefits, or any other form of compensation or benefit to

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

9. NON-DISCRIMINATION

Consultant will not discriminate against any employee of applicant for employment because of age, color, creed, disability, gender identity, national origin, race, religion, sex, sexual orientation, 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 age, color, creed, disability, gender identity, national origin, race, religion, sex, sexual orientation, 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.

BOLTON & MENK, INC.

BY: Matthew D. Ferrier
Matthew Ferrier, Principal Engineer

CITY OF WEST DES MOINES

BY: _____
Ryan T. Jacobson, City Clerk

ATTACHMENT 1

SCOPE OF SERVICES

DESCRIPTION OF PROJECT AND SCOPE OF IMPROVEMENTS

Basic Services of the Engineer - The Consultant agrees to provide professional services required for the design of 2018 P.C.C. Reconstruction Project 0510-001-2018, reconstruction of 3rd Street from Walnut Street to Vine Street. The work will consist of completing Street Design, Storm Sewer Design, Utility coordination, Bidding Services, and Construction Administration.

I.A. Basic Scope of Services

- A. Topographic survey from Railroad Avenue to Vine Street was completed as part of 2017 PCC Reconstruction. The Consultant will perform any additional topographic survey for 3rd Street from Walnut Street to Vine Street as needed.
- B. The Consultant will complete all aspects of design needed for the construction of 3rd Street from Walnut Street to Vine Street. Preliminary and Final plans and specifications will be provided to the City for review and approval. The design elements include:
 - a. Horizontal and vertical roadway alignment
 - b. Removals
 - c. Pavement design
 - d. Driveway placement
 - e. ADA Ramps and Sidewalks
 - f. Storm sewer design
 - g. Water main design
 - h. Quantities and estimate reference notes
 - i. Engineer's Opinion of Probable Cost (OPC)
 - j. Project manual and project specifications
 - k. Acquire all necessary permits
- C. The Consultant will coordinate a design review meetings with the City at the preliminary design (approximately 50% of final design) and at 90% design stage. The Consultant will incorporate a design review comment prior to final issuance of specifications and construction drawings.
- D. The consultant will coordinate project activities with franchise utilities. Coordination activities will begin at 50% design phase and continue throughout construction activities.
- E. The Consultant will assist the City of West Des Moines in completing a public informational meeting.
- F. The Consultant will meet with individual residents and affected parties as part of the public outreach for the reconstruction project.
- G. The Consultant will identify any acquisitions and easements and provide acquisition plats to the City of West Des Moines.
- H. The consultant will complete an environmental review of the project corridor to determine any impacts.

- I. The Consultant will provide bidding assistance to the City of West Des Moines.

II.A. Resident Consultant Services

- A. The Consultant will provide the following construction administration services:
 - a. Convene and preside over a preconstruction conference. Preconstruction conference attendees will include:
 - i. City staff
 - ii. Representatives from the contractor, subcontractors and suppliers
 - iii. Representatives from affected utility companies
 - iv. Bolton & Menk staff
 - b. Provide supervision and support to resident project representative and perform regular on-site reviews
 - c. Convene and preside over weekly construction progress meetings
 - d. Prepare change orders and written directives as needed
 - e. Review and approve shop drawings, materials lists, suppliers lists, and other required submittals by contractor
 - f. Assist the resident project representative with the preparation, review and approval of partial pay requests
 - g. Meet with affected property owners as required to answer specific questions or to address construction or design related concerns
 - h. Obtain additional information from City staff, when required for proper execution of the work
 - i. Support construction close-out with following tasks:
 - i. Conduct an on-site review of the project with City staff, contractor's representatives, and other stakeholders as appropriate
 - ii. Develop an itemized list of construction issues to be corrected or resolved
 - iii. Monitor completion of the punch list items by the contractor
 - iv. Conduct a final project walk through with the City and the contractor to verify that all punch list items have been completed to the satisfaction of the City
 - v. Prepare final pay estimate and submit to contractor for review and approval. Resolve any issues regarding pay item quantities with the contractor.
 - vi. Secure all other documentation required from contractor for project close-out required by the City.
- B. The Consultant will provide a Resident Project Representative (RPR) during construction activities. The RPR is programmed for 40 hours per week for an estimated 12 week construction period.
- C. The Consultant will provide plan interpretation, as-constructed electronic and hard copy drawings and establishing necessary property corners.

ATTACHMENT 2

PROJECT SCHEDULE

The anticipated project schedule:

Preliminary Design and Design Review	November 2017
Public Outreach	December - January 2017/18
Final Design and Review	January 2018
Project Letting	February 2018
Project Construction	May – October 2018

ATTACHMENT 3
SCHEDULE OF FEES

2017 Schedule of Fees

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

The Fee Schedule shall apply for the period through December 31, 2017. These rates may be adjusted annually thereafter to account for changed labor costs, inflation, or changed overhead conditions.

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

Employee Classification	Hourly Billing Rates
Sr. Principal Engineer/Surveyor	\$170-240/Week
Sr. Project Manager - Principal Engineer/Surveyor/GIS/LA	\$127-180
Senior Transportation/Aviation Planner	\$125-175
Project Manager (Inc. Landscape Architect and GIS)	\$106-170
Project/Design Engineer/Planner/Landscape Architect	\$52-100
Licensed Surveyor (Inc. Lic. Project Surveyor or Manager)	\$94-165
Project Surveyor	\$82-160
Specialist (Nat. Resources; GIS; Traffic; Graphics; Other)	\$47-140
Senior Technician (Inc. Survey)	\$72-165
Technician (Inc. Survey)	\$33-140
Administrative Support & Electrical	\$29-110
Structural/Electrical/Mechanical/Architect	\$120-215
GPS/Robotic Survey Equipment	NO CHARGE
CAD/Computer Usage	NO CHARGE
Routine Office Supplies	NO CHARGE
Routine Photo Copying/Reproduction	NO CHARGE
Field Supplies/Survey Stakes & Equipment	NO CHARGE
Mileage	NO CHARGE

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

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

DATE: August 21, 2017

ITEM:

Resolution - Approving Professional Services Agreement
Intersection Improvements at 1st Street & Ashworth Road and 1st Street & Railroad Avenue

FINANCIAL IMPACT:

The cost of the Professional Services Agreement associated with the design of this project is anticipated not to exceed \$72,816.00 for Basic Services. In addition, the cost for performing Resident Consultant Services will not exceed \$13,710.00. Should the cost for the professional services be projected to exceed the amounts set forth in the contract, staff would not authorize such expenditures without further approval by the City Council. All work will be billed on an hourly basis using the established hourly fee structure as set forth in the contract. All costs for these services can be paid from account no. 500.000.000.5250.495 with the ultimate funding intended to come from General Obligation Bonds.

BACKGROUND:

Approval of this action authorizes George Butler Associates, Inc. to perform the professional services necessary for the improvements to the 1st Street & Ashworth Road and 1st Street & Railroad intersections. Geometric improvements to the northwest and southwest corners of the 1st Street & Ashworth Road intersection are necessary to improve turning movements for large trucks. Modifications to the north and east legs of the 1st Street & Railroad intersection are being recommended by the Bicycle Advisory Commission to improve trail access, interconnectivity, and continuity between the City of West Des Moines and the City of Des Moines trail networks.

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 Intersection Improvements at 1st Street & Ashworth Road and 1st Street & Railroad Avenue.

Lead Staff Member: Brian J. Hemesath, P.E., Interim City Engineer *BJA*

STAFF REVIEWS

Department Director	Brian J. Hemesath, P.E., Interim City Engineer
Appropriations/Finance	Tim Stiles, Finance Director <i>TS</i>
Legal	Richard Scieszinski, City Attorney <i>RS</i>
Agenda Acceptance	<i>h</i>

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT

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

**Intersection Improvements at 1st Street & Ashworth Road and 1st Street & Railroad Avenue
Project No. 0510-078-2017**

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 George Butler Associates, Inc., and,

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

Basic Services of the Consultant	\$72,816.00
Resident Consultant Services	<u>\$13,710.00</u>
Total	\$86,526.00

therefore,

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

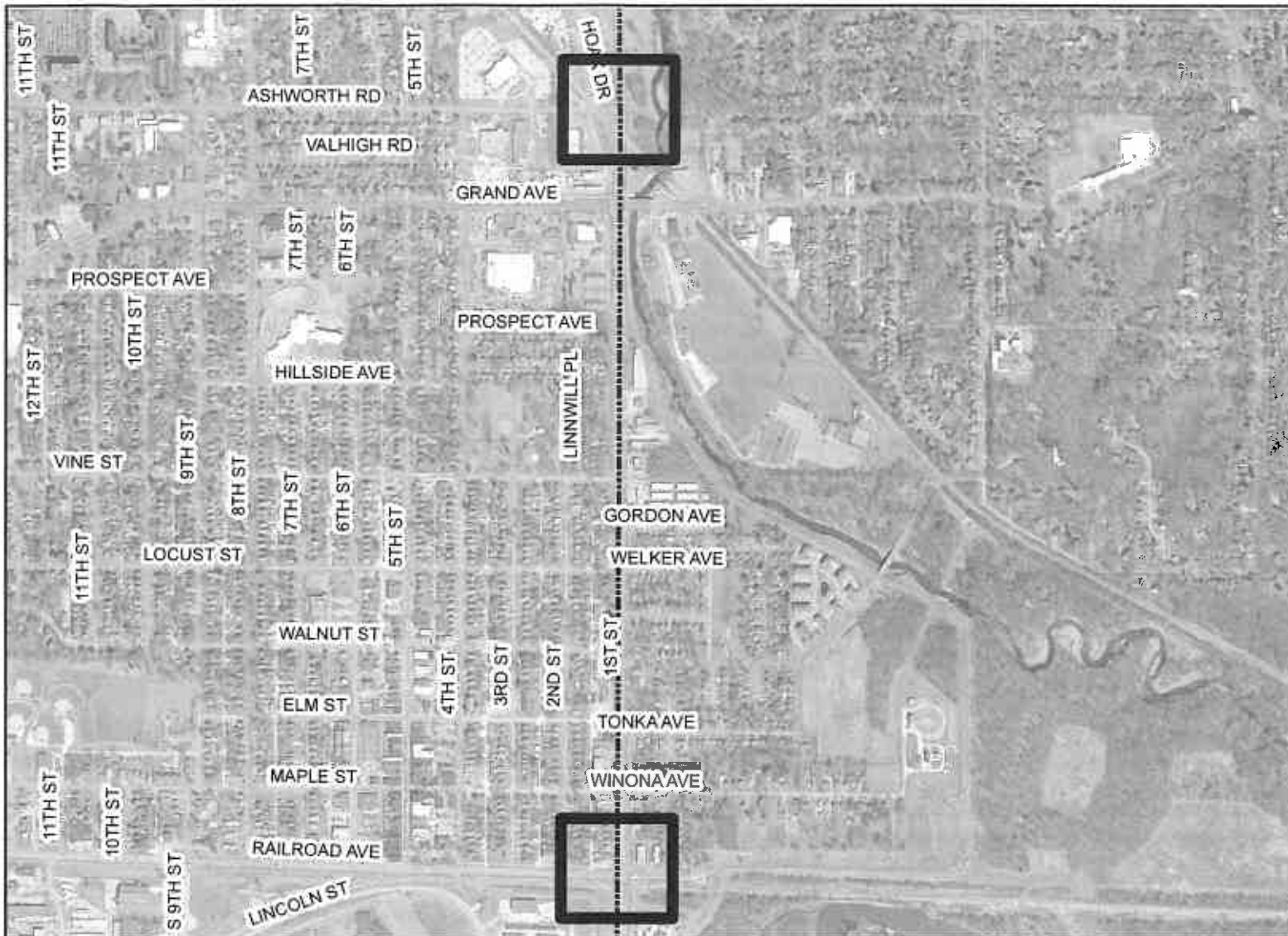
BE IT FURTHER RESOLVED, that the City Clerk is authorized and directed to enter into an agreement with George Butler Associates, Inc. for the cost indicated above as payment by the City of West Des Moines for the services indicated.

PASSED AND APPROVED on this **21st** day of **August 2017**.

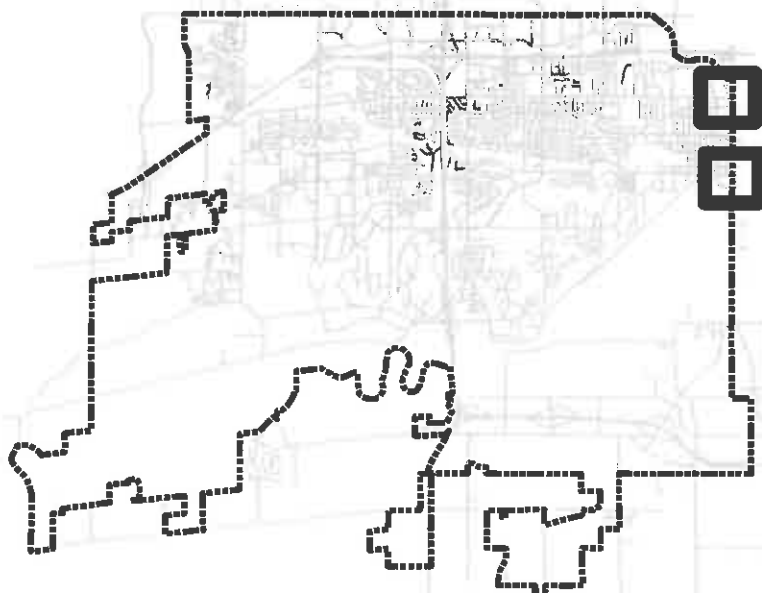
Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk



VICINITY MAP



LEGEND

PROJECT LOCATION



PROJECT:

Intersection Improvements

LOCATION:

1st St & Ashworth Rd, 1st St & Railroad Ave

DRAWN BY: JDR

DATE: 8/7/2017

PROJECT NUMBER: 0510-078-2017
SUBDIVISION NAME:

SHT. 1 of 1

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This Agreement is made and entered into this _____ day of _____, 2017, by and between the CITY OF WEST DES MOINES, a municipal corporation, hereinafter referred to as "City", and George Butler Associates, Inc. (Fed. I.D. # 43-0919641), 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 **Intersection Improvements Project at 1st & Ashworth and 1st & Railroad, No. 0510-078-2017** 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	\$ 72,816.00
II. Resident Consultant Services	\$ <u>13,710.00</u>
Total	\$ 86,526.00

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

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

4. INSURANCE

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

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

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

5. NOTICE

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

FOR THE CITY:

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

FOR THE CONSULTANT:

Name: George Butler Associates, Inc.
Attn: Cory Clark, Senior Associate
Address: 5550 Wild Rose Ln, Ste 400
City, State: West Des Moines, IA 50266

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 age, color, creed, disability, gender identity, national origin, race, religion, sex, sexual orientation, 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 age, color, creed, disability, gender identity, national origin, race, religion, sex, sexual orientation, 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: 
Cory Clark, GBA Senior Associate

BY: _____
Ryan T. Jacobson, City Clerk

ATTACHMENT 1

SCOPE OF SERVICES

GBA was hired by the City of West Des Moines to perform work on the 2017 Intersection Improvements Project. The improvements are the intersections of 1st Street and Ashworth Road, and 1st Street and Railroad Avenue. 1st Street is the dividing line between the City of West Des Moines and the City of Des Moines and will require coordination with the Des Moines. 1st Street is also State Highway 28 therefore coordination the Iowa DOT will be required. Meeting DOT plan requirements will not be needed as there is state funding included for this project.

The improvements at 1st Street and Ashworth Road will look to improve the curb return radii at the Northwest corner of the intersection to reduce trucks jumping the curb when making the South Bound to West Bound movement. The Southwest corner of the intersection will also be analyzed for improvements as well. The sidewalk ramps and pedestrian signals will also be improved to comply with ADA requirements.

The improvements at 1st Street and Railroad Avenue were part of a request from the Bicycle Advisory Commission to enhance pedestrian crosswalks across the North and East legs of the intersection. The project will look to install crosswalk markings, ensure ADA compliance with ramps and pedestrian signal improvements, and improve refuge areas at the corner. The east leg of this intersection is in the city limits of Des Moines.

The following are specific scope items:

Basic Services of the Consultant

1. Project Management

- a. City Meetings – 1
- b. Progress Reporting/Invoicing
- c. Internal Meetings- 2
- d. Contract administration

2. Survey

- a. 1st & Ashworth
 - Research & Title work (2 Parcels @ \$300/title + \$150 Copies Fees/title)
 - Fieldwork
 - Basemapping / Prepare 1 TCE
- b. 1st & Railroad
 - Research & Title work (3 Parcels @ \$300/title + \$150 Copies Fees/title)
 - Fieldwork
 - Basemapping / Prepare 3 TCE

3. Plan/Specification Development

- a. Site Visit
- b. Review Survey
- c. Coordination with Surveyor
- d. Evaluate turning movements 1st & Ashworth (NW Corner & SW Corner)
- e. Meeting with Bicycle Advisory Commission - 1 Prior to Design, 1 After Prelim. Design reviews
- f. Utility Coordination
- g. Railroad Coordination
- h. Develop Preliminary Plans
 - Title Sheet
 - Standard Notes & Details
 - Plan Sheets (1 at 1st & Ashworth, 1 at 1st & RR)
 - Survey Control and Benchmarks

- Temporary Easement information on plans
- Traffic Signal Ped Poles
- Pavement Markings (Cross Walk)
- Traffic Control / ADA Detour Route
- i. Printing Preliminary Plans
- j. QA/QC Preliminary Plans
- k. Preliminary Cost Estimate (to City by 10/31/2017)
- l. Submit Plans to City
- m. Address City Prelim. Comments
- n. Send Plans to DOT / City of Des Moines
- o. Address DOT / City of Des Moines Comments
- p. Develop Final Plans
 - Title Sheet
 - Standard Notes & Details
 - Plan Sheets (1 at 1st & Ashworth, 1 at 1st & RR)
 - Pavement Joint Details
 - ADA Ramp Detail Sheets
 - Finalize Roadway quantities
 - Traffic Signal Ped Poles, details and quantities
 - Pavement Markings (Cross Walk + Replacing markings disturb by construction), details and quantities
 - Traffic Control / ADA Detour Route, details and quantities
- q. Prepare Cost Estimate
- r. Prepare Specifications
- s. Printing Plans & Specs
- t. Final QA/QC Plans / Specs / Estimate
- u. Submit Final Plans & Specifications to City for review
- v. Address City Final Comments
- w. Send Plans to DOT / City of Des Moines
- x. Address DOT / City of Des Moines Comments
- y. Prepare Contract Documents for Bidding (Printing / Shipping)

4. Bidding

- a. Respond to Bidder Questions
- b. Issue Addendums to Plans and Specifications
- c. Prepare and attend bid opening
- d. Review Bids for completeness, accuracy, & compile bid tabs

5. Design Services During Construction

- a. Review Contractor Submittals & Materials
- b. Answer questions during construction

Resident Consultant Services

1. Construction Observation

- a. Initiate Contractor Contract
- b. Review Contractor insurance certificate
- c. Setup and attend Preconstruction Meeting (agenda & minutes)
- d. Prepare forms for construction
- e. Coordinate Construction Schedule
- f. On-site Observation / Reporting + As-Built Drawings
- g. Process Contractor Pay Applications
- h. Final Inspection / Project Acceptance

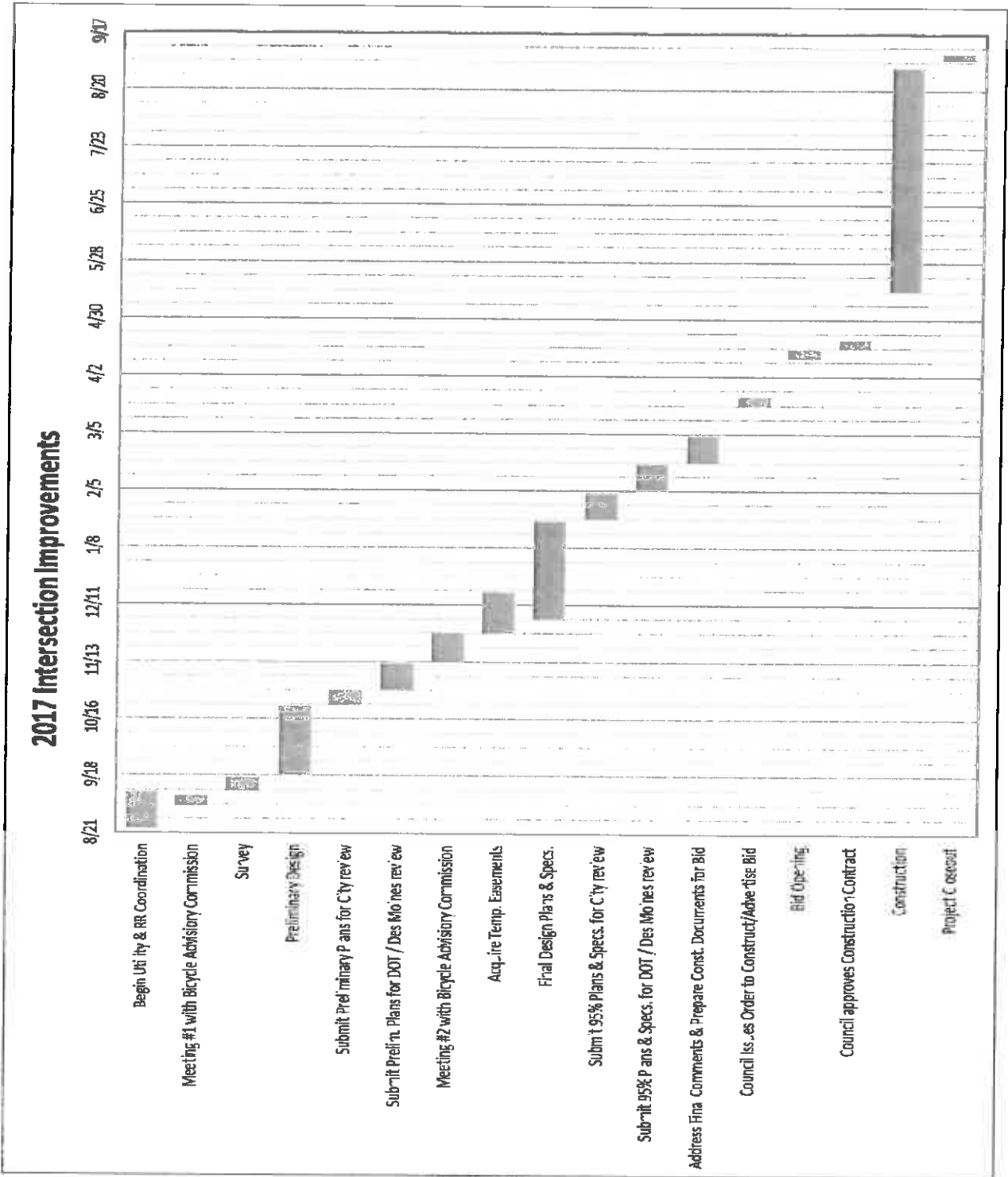
Assumptions:

- Both intersections will be included in one Plan set and one set of Specifications
- City to provide any as-built drawing from previous projects at the intersections
- Geotechnical not required

- No Retaining walls in design
- Survey only around corners and doesn't include full intersection pavement
- No permanent right-of-way required
- Use JCG Land Services for acquisition of temporary easements (4)
- Front end of Specifications provided by the City

ATTACHMENT 2

PROJECT SCHEDULE



ATTACHMENT 3

SCHEDULE OF FEES

**GEORGE BUTLER ASSOCIATES, INC.
ENGINEERS / ARCHITECTS
STANDARD HOURLY RATES - EFFECTIVE JULY 1, 2017**

Employment Classification	Hourly Rate
Principal	\$268.00
Senior Associate	\$219.00
Director of AES	\$219.00
Associate	\$188.00
Senior Lead AES	\$188.00
Senior Specialist	\$160.00
Project Leader	\$165.00
Lead AES	\$165.00
Specialist	\$145.00
Senior AES	\$155.00
Senior Technician	\$130.00
Project AES	\$130.00
Project Technician	\$100.00
Design AES	\$110.00
Design Technician	\$82.00
Staff AES	\$102.00
Staff Technician	\$70.00
Senior Construction Inspector	\$130.00
Construction Inspector 4	\$105.00
Construction Inspector 3	\$100.00
Construction Inspector 2	\$90.00
Construction Inspector 1	\$80.00
Senior Field Technician	\$110.00
Field Technician 3	\$90.00
Field Technician 2	\$80.00
Field Technician 1	\$70.00
Senior Professional Land Surveyor	\$130.00

Professional Land Surveyor	\$120.00
Survey Technician 3	\$100.00
Survey Technician 2	\$70.00
Survey Technician 1	\$52.00
2-Man Survey Party	\$170.00
Training Coordinator	\$93.00
Senior Administrative Assistant	\$93.00
Administrative Assistant	\$70.00
General Office 2	\$75.00
General Office 1	\$54.00

Equipment

(CAD and Total Station Survey Equipment expenses are included in the above hourly rates unless otherwise stipulated by contract.)

Real Time Kinematic Global Positioning System Equipment (RTK)	\$60.00	per hour
Nuclear Density/Soil Testing Equipment	\$50.00	per day
Traffic Counters	\$20.00	per day

Expenses

Reimbursable expenses (travel, vehicle mileage, vehicle rental, printing and plotting, etc.) incurred will be charged at cost plus 10% to cover administrative overhead.

The following items will be charged as shown:

Company Pick-up Truck	\$0.54	per mile
Personal and Company Cars	\$0.54	per mile

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

4(m)8

DATE: August 21, 2017

ITEM:

Resolution - Approving Professional Services Agreement
Fairmeadows Creek Drainage Study

FINANCIAL IMPACT:

The cost of the Professional Services Agreement associated with this project is anticipated not to exceed \$248,800.00 for Basic Services. Should the cost for the professional services be projected to exceed the amounts set forth in the contract, staff would not authorize such expenditures without further approval by the City Council. All work will be billed on an hourly basis using the established hourly fee structure as set forth in the contract. All costs for these services can be paid from account no. 660.000.000.5250.495 with the ultimate funding intended to come from Stormwater Utility Fee.

BACKGROUND:

Approval of this action authorizes HDR, Inc. to perform a drainage study for the Fairmeadows Creek drainage basin as shown on the attachment. The Fairmeadows Creek drainage basin to be studied currently has large areas that do not have storm sewers and much of the conveyance infrastructure is nearing the end of design life and is in need of maintenance and/or replacement. This study will evaluate the stormwater runoff, detention, and conveyance infrastructure within the drainage basin and develop a plan to provide an enhanced storm water drainage system. The goal is to develop a long-term comprehensive drainage plan for the area that can be implemented over time through the Capital Improvement 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 Fairmeadows Creek Drainage Study.

Lead Staff Member: Brian J. Hemesath, P.E., Interim City Engineer *BJA*

STAFF REVIEWS

Department Director	Brian J. Hemesath, P.E., Interim City Engineer
Appropriations/Finance	Tim Stiles, Finance Director <i>TS</i>
Legal	Richard Scieszinski, City Attorney <i>RS</i>
Agenda Acceptance	<i>RS</i>

PUBLICATION(S) (if applicable)

Published In	
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:

**Fairmeadows Creek Drainage Study
Project No. 0430-015-2017**

and,

WHEREAS, to evaluate said project, a Review needs to be conducted and a Final Report needs to be prepared; and,

WHEREAS, Engineering Services Department staff have recommended said Review and Final Report be prepared by HDR, Inc., and,

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

Basic Services of the Consultant \$248,800.00

therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA, that HDR, Inc. is hereby directed to conduct the Review and prepare the Final Report for the above named project.

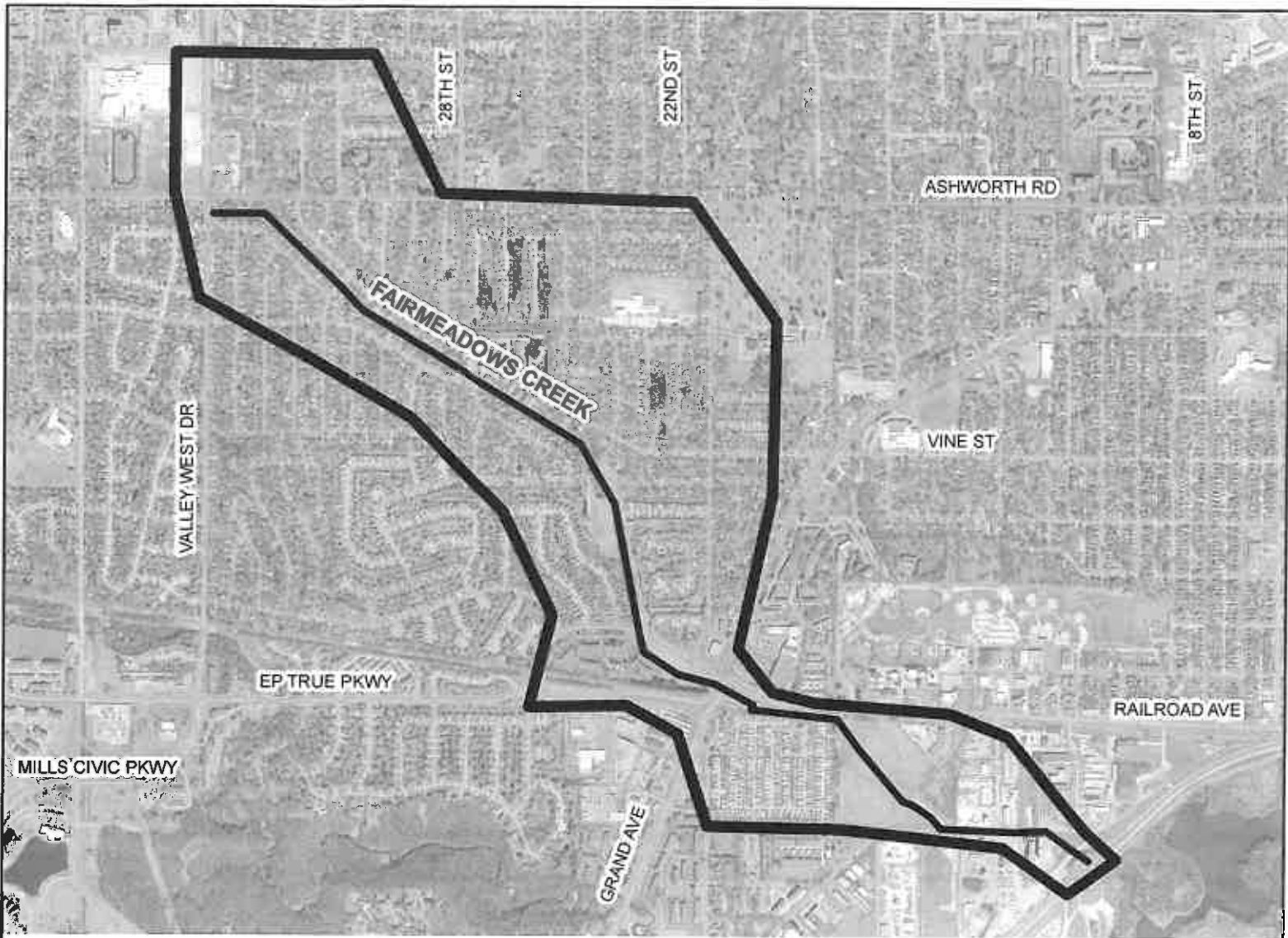
BE IT FURTHER RESOLVED, that the City Clerk is authorized and directed to enter into an agreement with HDR, Inc. for the cost indicated above as payment by the City of West Des Moines for the services indicated.

PASSED AND APPROVED on this 21st day of August 2017.

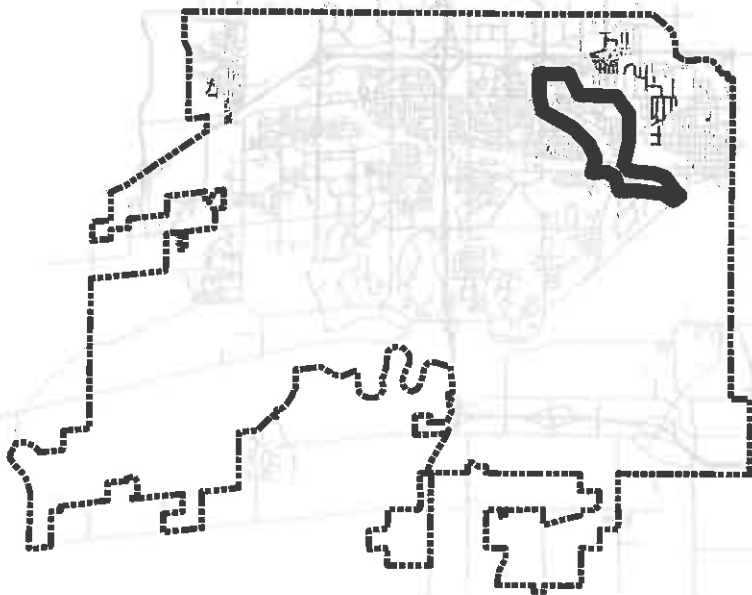
Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk



VICINITY MAP



LEGEND

PROJECT LOCATION



PROJECT:

Fairmeadows Creek Drainage Study

LOCATION:

Exhibit "A"

DRAWN BY: JDR

DATE: 8/7/2017

PROJECT NUMBER: 0430-015-2017
SUBDIVISION NAME:

SHT. 1 of 1

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This Agreement is made and entered into this 21 day of August, 2017, by and between the CITY OF WEST DES MOINES, a municipal corporation, hereinafter referred to as "City", and HDR ENGINEERING, INC., (Fed. I.D. # 47-0680568), 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 Fairmeadows Creek Drainage Study (Project No. 0430-015-2017) 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	<u>\$ 248,800</u>
-------------------------------------	-------------------

Total	\$248,800
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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.
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- E. Failure of Consultant to maintain any of the insurance coverages set forth above shall constitute a material breach of this Agreement.

5. NOTICE

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

FOR THE CITY:

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

FOR THE CONSULTANT:

Name: HDR
Attn: Matt Tondl
Address: 8404 Indian Hills Drive
City, State: Omaha, Nebraska 68114

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 age, color, creed, disability, gender identity, national origin, race, religion, sex, sexual orientation, 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 age, color, creed, disability, gender identity, national origin, race, religion, sex, sexual orientation, 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

- 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:



 Matthew B. Tondl

BY:

 Ryan T. Jacobson, City Clerk

ATTACHMENT 1
SCOPE OF SERVICES

ATTACHMENT 1

FAIRMEADOWS CREEK DRAINAGE STUDY

SCOPE OF SERVICES

The Scope of Services to be performed by the Consultant shall include the Services and supplies to complete the following tasks:

I. SCOPE OUTLINE

A. TASK SERIES 100 – PROJECT MANAGEMENT

Task 110 – Team Management and Project Control

Task 120 – Project Initiation

Task 130 – Project Management Plan

Task 140 – Quality Control

Task 150 – Kickoff Meeting

B. TASK SERIES 200 – GATHER EXISTING INFORMATION

Task 210 – Gather existing basin information

Task 220 – Data Gap Analysis and Data Collection Request

Task 230 – Fairmeadows Creek Infrastructure Assessment

Task 240 – Coordination with USACE

C. TASK SERIES 300 – HYDRAULIC INVESTIGATION

Task 310 – Field Investigations

Task 320 – Model Development

Task 330 – Model Validation

Task 340 – Identify Deficiencies

Task 350 – Evaluation of CIP Projects

Task 360 – Alternatives Solution Analysis

Task 370 – Modeling Workshop

D. TASK SERIES 400 – REPORTING

Task 410 – Develop Alternatives

Task 420 – Develop Alternative Cost Analysis

Task 430 – Develop Future Development Recommendations

Task 440 – Fairmeadows Creek Floodplain Impacts Memorandum

Task 450 – Draft Technical Memorandum

Task 460 – Present Draft Technical Memorandum

Task 470 – Final Technical Memorandum

II. OBJECTIVE

This Scope of Services is for the Consultant to prepare a stormwater runoff, detention and conveyance evaluation of the Fairmeadows Creek watershed located in West Des Moines, Iowa. The Fairmeadows Creek watershed is an urban tributary to the Raccoon River and drains through a levee that is part of the USACE - West Des Moines Flood Protection project, a federally authorized civil works project. Much of the stormwater and conveyance infrastructure along Fairmeadows Creek (gabion baskets and crossings) have reached the end of design life and are in need of maintenance and/or replacement. The objective of this project is to evaluate the current conditions utilizing a hydraulic model and site visit, determine deficient areas that do not meet

1. No public involvement related activities are included in this scope of services.
2. Supplemental survey data of select stormwater structures will be obtained and provided to the City in ArcGIS format.
3. Topographic survey data of Fairmeadows Creek will be provided to the City as cross section data in ArcGIS format. Additional topographic survey will not be required.
4. Geotechnical exploration will not be required.
5. Wetlands, archeological, historical, or cultural resources investigations and reports will not be required.
6. Available existing mapping, photography, and topography will be used to develop the plan. If additional survey data is required the City will provide it through the City survey department.
7. Five hard copies and digital files of all deliverables will be submitted to the City for review.
8. City will provide timely review and comments on draft deliverable documents.
9. Hydraulic modeling will be completed using Innovyze InfoWorks ICM.
10. Hydraulic modeling analysis activities will be conducted to evaluate system performance, identify system deficiencies, and develop alternatives as part of the City's stormwater basin plan development. This modeling does not include floodplain/floodway delineation, revision of any FEMA or USACE permitting coordination.
11. Evaluation of alternative performance will be completed based on existing available LiDAR and supplemental survey data gathered, and will be developed conceptually. Finished floors of individual structures will not be surveyed as part of this study.
12. The hydraulic model will be developed based on the City's GIS database and supplemented with survey and as-built data. A shapefile documenting source data will be delivered to the client. This effort will not verify all model inputs (pipe diameters, inverts, and alignments). It is assumed that the data provided is adequate for performing planning-level hydraulic modeling analysis.
13. This scope of work does not include any tasks that are part of the FEMA map revision process. Based on the findings of the study, this memo will make recommendations to the City regarding the next steps to take with regards to managing the floodplain along Fairmeadows Creek.
14. This scope of work does not include stormwater pump station sizing or stormwater pump station capacity recommendations based on the affect of potential projects in the basin.
15. The NRCS (SCS) TR-55 method - Urban Hydrology for Small watersheds will be used to determine the runoff characteristics and to calculate a runoff hydrograph for each subcatchment. The peak flows will also be compared to rational method for reference purposes. The hydraulic model determines the routing of the runoff through the 1D pipe network and 2D overland flow paths.
16. Rainfall distributions will be developed using the nested hydrograph approach to allow for a dynamic simulation of varying catchment sizes.
17. State of Iowa Urban Design Standards or the City of West Des Moines requirements will govern the development of hydraulic criteria (5-year developed condition for storm sewers and 100-year for detention ponds)
18. The City will ultimately be responsible for selecting a mitigation strategy or alternative.
19. The deliverable will not be a set of construction drawings but a decision document supporting selection of a mitigation strategy to address the issues described in this evaluation.

K4. Key Understandings:

The coordination meeting will be attended by City Staff and HDR staff. Other staff may participate via conference call. Meeting time and date will be coordinated by City staff and will be planned at least two weeks in advance.

B. TASK SERIES 200 – Gather Existing Information

1. Objective:

Obtain and review City provided information and to gather topographical information necessary for completion of the study.

2. Consultant Activities:

a. 210 – Gather Existing Basin Information

- i. Request and obtain relevant background information including study and reports prepared by others.

- (a) Previous studies and reports
- (b) GIS data (Infrastructure, Land Use, Topography, Planimetry)
- (c) Existing plans for developed areas
- (d) High water level and other quantitative and qualitative data gathered during high flow events
- (e) Polk County Soil Survey
- (f) Current Stormwater Design Policies

b. 220 – Review Existing Data and Identify Gaps

Review the City's GIS data base and compile a list of missing elements to be included in the model, pipe invert, diameter, material data, and topographic survey needs. Develop a technical memorandum describing the data gaps. The team will provide direction to the City survey team if needed.

c. 230 – Fairmeadows Creek Infrastructure Assessment

Walk Fairmeadows Creek and provide opinion of gabion basket remaining life and integrity as well as culverts in the reach. Provide documentation.

d. 240 – Coordination with USACE

Conduct a teleconference with USACE to identify any potential near term revisions/improvement to the West Des Moines Flood Protection project that may affect Fairmeadows Creek.

3. Task Deliverables:

The following deliverables are anticipated.

- a. Data gap and structural assessment memo provided to the City.
- b. Fairmeadows Creek infrastructure assessment memo provided to the City.

4. Key Understandings:

The City will provide existing digital information regarding infrastructure, land use, and topography including available flood damage reports for property along Fairmeadows Creek.

C. Task Series 300 – HYDRAULIC INVESTIGATION

- reconstruction will be completed for model validation
- iii. Evaluate model results. Adjust model parameters to obtain a reasonable fit to any city-collected high water data.
- iv. Conduct Quality Control Review.

d. **340 – Identify Deficiencies**

- i. Model the watershed for two different return-period frequencies (5-year and 100-year storms). Deficiencies will be identified based on the City’s stormwater standards. Basin capacity constrictions and overflows will be identified.

e. **350 – Evaluation of CIP Projects**

- i. Evaluate existing conditions, stormwater model results, and basin characteristics to identify and develop Capital Improvement Plan (CIP) project benefits. Projects that have been identified in the CIP within the basin will be evaluated, as appropriate given model concept alternative level of detail limitations.

f. **360 – Develop Concept Plan Improvement Alternatives**

- i. Develop and model stormwater management improvement projects, as appropriate to the watershed, to mitigate identified deficiencies. It is anticipated these will include enlarged and/or additional detention facilities, new pipes, and new box culvert sections with increased capacity. Concept projects could include green infrastructure and low-impact development improvement features as identified within the informational gathering phase. Improvement projects will be developed to a conceptual level where they can be incorporated into the model for the purposes of evaluating the aggregate improvements of multiple projects, but not to a preliminary design level.
- ii. Develop combinations of projects into Concept Plan Alternatives (which may include combinations of detention basins and conveyance improvements) for improving management of stormwater in the basin.

g. **370 – Modeling Workshop**

Schedule and conduct a modeling workshop in West Des Moines with the City to present findings of the modeling effort and discuss preliminary concept plan alternatives for basin projects. Modeling related decisions and assumptions will be summarized and provided to City.

3. **Task Deliverables:**

The following deliverables are anticipated.

- i. Summary of Field Investigation Meeting
- ii. Summary of Modeling Workshop presentation

4. **Key Understandings:**

- i. HDR Des Moines staff will attend the modeling workshop; other HDR staff may attend via conference call.

D. **Task Series 400 – REPORTING**

1. **Objective**

The goal of this series is to document development of the watershed models of the conceptual level improvement projects and concept alternative improvement plans for remediating the stormwater management deficiencies identified within the basin at the catchment-level. Documentation will include assessment of construction feasibility and preparation of opinions of approximate costs consistent with concept level plans.

2. **Consultant Activities:**

ATTACHMENT 2
PROJECT SCHEDULE

The Scope of Services shall be completed in accordance with the following schedule unless modified by mutual agreement or by factors beyond the control of the Consultant:

Contract Approval	August 21, 2017
Task Series 100 – Project Management and Meetings	April 2, 2018
Task Series 200 – Gather Existing Information	October 6, 2017
Task Series 300 – Hydraulic Investigation	January 26, 2018
Task Series 400 – Reporting	April 2, 2018

ATTACHMENT 3
SCHEDULE OF FEES

The Consultant compensation for Services breakdown listed is for general budgeting purposes only. The total Consultant compensation for Services will be maintained per contract and individual task budgets may fluctuate as necessary to complete the contract.

Task #	Task Description	Hours	Fees + Expenses
100	Project Management	90	\$15,100
200	Gather Existing Information	188	\$30,500
300	Hydraulic Investigation	1,025	\$144,900
400	Reporting	350	\$58,300
	Total	1,653	\$248,800

Schedule of Billing Rates by Classification

Classification	Hourly Rate
Project Principal	\$180-\$310
Project Manager	\$160-\$260
Senior Technical Advisor	\$200-\$325
QA/QC Engineer	\$180-\$280
Senior Engineer	\$180-\$250
Civil Engineer	\$75-\$195
Geotechnical Engineer	\$90-\$215
Process Engineer	\$75-\$195
Structural Engineer	\$100-\$195
Modeling Engineer	\$90-\$150
Stormwater Engineer	\$125-\$195
Water Resources Engineer	\$125-\$210
Environmental Engineer	\$75-\$195
Architect	\$90-\$195

CADD Technician	\$65-\$135
GIS Analyst	\$85-\$175
Administrative Assistant	\$45-\$90
Project Controller	\$80-\$110

Reimbursable Expenses

- Auto mileage will be reimbursed on the basis of \$0.535 per mile, the current 2017 allowed IRS rate.
- Telephone, postage, and copy costs will be invoiced as actual costs incurred.

Subconsultants

- Subconsultants will be reimbursed at invoice plus 5 percent markup.

Annual Adjustments

The Billing Rates and Reimbursable Expenses are effective as of January 1, 2017 and will be adjusted annually to reflect equitable changes in the compensation payable to Engineer.

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

4(m)9

DATE: August 21, 2017

ITEM:

Resolution - Approving Professional Services Agreement
2017 Stormwater Intake Repair Program

FINANCIAL IMPACT:

The cost of the Professional Services Agreement associated with the design of this project is anticipated not to exceed \$15,750.00 for Basic Services. In addition, the cost for performing Resident Consultant Services will not exceed \$14,550.00. Should the cost for the professional services be projected to exceed the amounts set forth in the contract, staff would not authorize such expenditures without further approval by the City Council. All work will be billed on an hourly basis using the established hourly fee structure as set forth in the contract. All costs for these services can be paid from account no. 660.000.000.5250.495 with the ultimate funding intended to come from Stormwater Utility Fee.

BACKGROUND:

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

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

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 2017 Stormwater Intake Repair Program.

Lead Staff Member: Brian J. Hemesath, P.E., Interim City Engineer *BHT*

STAFF REVIEWS

Department Director	Brian J. Hemesath, P.E., Interim City Engineer
Appropriations/Finance	Tim Stiles, Finance Director <i>TS</i>
Legal	Richard Scieszinski, City Attorney <i>RS</i>
Agenda Acceptance	<i>RS</i>

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT

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

**2017 Stormwater Intake Repair Program
Project No. 0510-064-2017**

and,

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

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

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

Basic Services of the Consultant	\$15,750.00
Resident Consultant Services	<u>\$14,550.00</u>
Total	\$30,300.00

therefore,

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

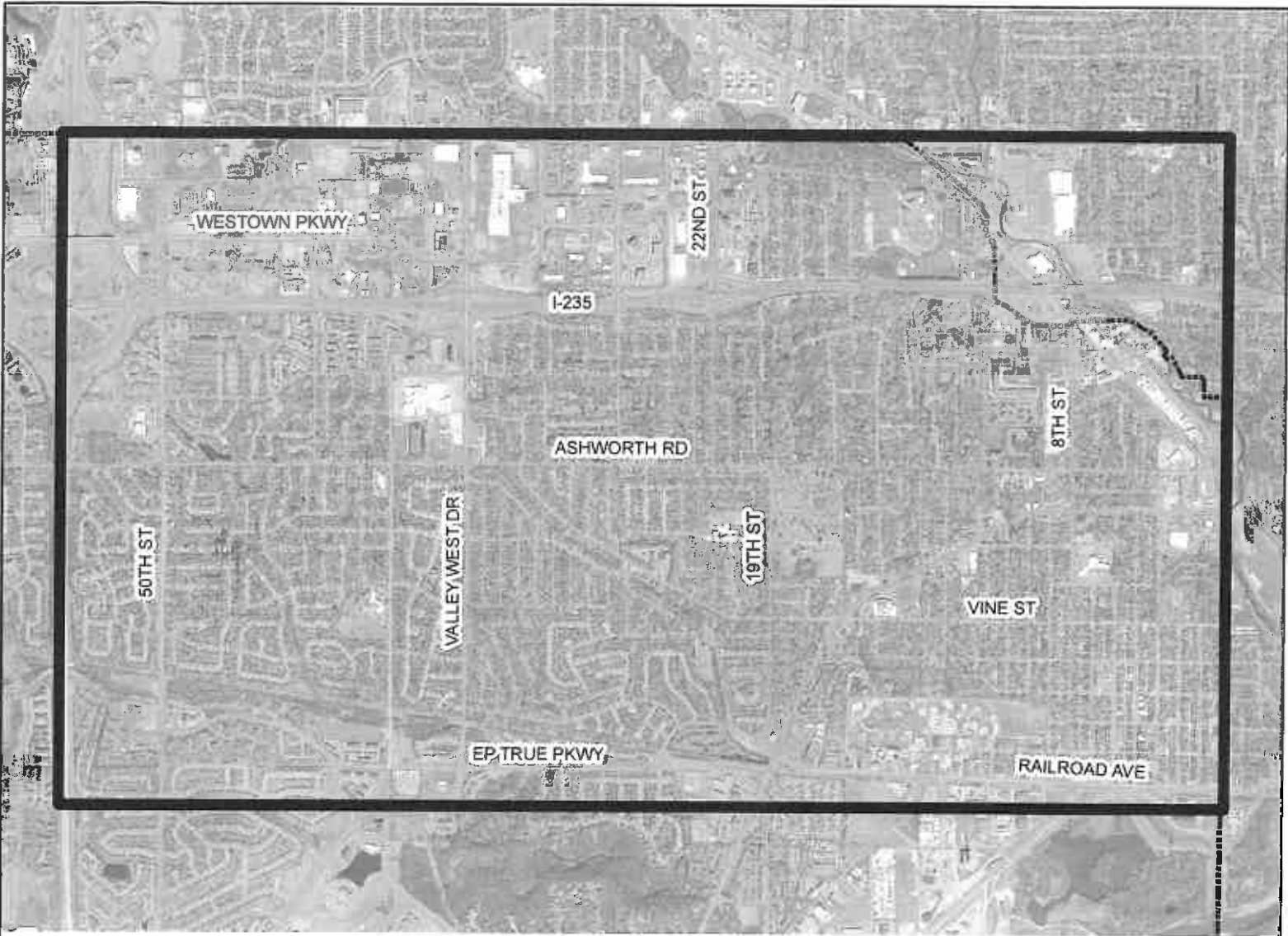
BE IT FURTHER RESOLVED, that the City Clerk is authorized and directed to enter into an agreement with I+S Group, Inc., for the cost indicated above as payment by the City of West Des Moines for the services indicated.

PASSED AND APPROVED on this 21st day of August 2017.

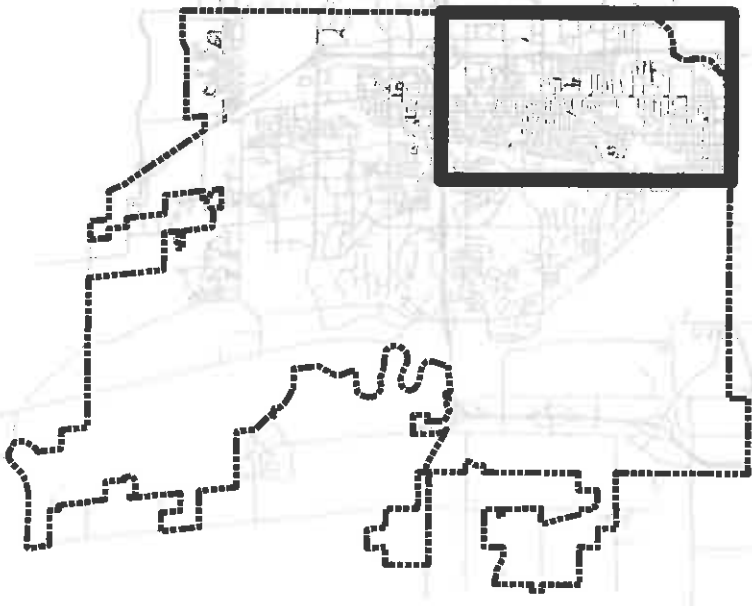
Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk



VICINITY MAP



LEGEND

PROJECT LOCATION



PROJECT:

2017 Stormwater Intake Repair Program

LOCATION:

Exhibit "A"

DRAWN BY: JDR

DATE: 8/15/2017

PROJECT NUMBER: 0510-064-2017
SUBDIVISION NAME:

SHT. 1 of 1

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This Agreement is made and entered into this _____ day of _____, 2017, by and between the CITY OF WEST DES MOINES, a municipal corporation, hereinafter referred to as "City", and I+S Group, Inc. (ISG) (Fed. I.D. # 41-0995051), a professional corporation incorporated and licensed under the laws of the State of 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 **2017 Stormwater Intake Repair Program (Project No. 0510-064-2017)** 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	\$15,750
II. Resident Consultant Services	<u>\$14,550</u>
Total	\$30,300

- B. The Consultant shall invoice the City monthly for services, any reimbursable expenses and any approved amendments to this Agreement, based upon services actually completed at the time of the invoice. Final payment shall be due and payable within 30 days of the City's acceptance of Consultant's submission of final deliverables in accordance with the Scope of Services.
- C. In consideration of the compensation paid to the Consultant, the Consultant agrees to perform all professional services to the satisfaction of the City by performing the professional services in a manner consistent with that degree of care and skill ordinarily exercised by members of Consultant's profession currently practicing under similar circumstances. If the performance of this Agreement involves the services of others or the furnishing of equipment, supplies, or materials, the Consultant agrees to pay for the same in full.

4. INSURANCE

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

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

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

5. NOTICE

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

FOR THE CITY:

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

FOR THE CONSULTANT:

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

6. GENERAL COMPLIANCE

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

7. STANDARD OF CARE

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

8. INDEPENDENT CONTRACTOR

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

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

9. NON-DISCRIMINATION

Consultant will not discriminate against any employee of applicant for employment because of age, color, creed, disability, gender identity, national origin, race, religion, sex, sexual orientation, 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 age, color, creed, disability, gender identity, national origin, race, religion, sex, sexual orientation, 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.

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

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

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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.

I+S Group, Inc (ISG)

BY: 

Derek A. Johnson, PE, Associate Principal

CITY OF WEST DES MOINES

BY: _____

Ryan T. Jacobson, City Clerk

ATTACHMENT 1

SCOPE OF SERVICES

Basic Services of the Consultant

- Field review and assessment of the intakes to be identified by the City of West Des Moines staff for the 2017 Stormwater Intake Repair Program. It is understood the total project budget, including Basic and Resident services, is \$250,000.
- Preparation of Specifications and Construction Documents per guidance provided by City of West Des Moines Engineering staff.
- Coordination and meetings with City Staff and other stakeholders as required. Assume 2 meetings.
- Preparation of bid notices, handling bidding inquiries, attending bid letting, reviewing bids and compiling bid tabulation, securing contracts and performance bond, obtaining certificates of insurance, coordinating with utilities.
- Consultant will schedule and lead a pre-construction meeting.
- Construction administration and design interpretation during construction activities.

Resident Consultant Services

- Provide a Resident Project Representative (RPR) to City Staff in observing the progress and quality of work. The RPR will act as directed and by and under the supervision of the Engineer and City Staff and will confer with City Staff to identify any issues that develop during construction
- For the purposes of this proposal it is assumed that the RPR will provide 14 hours of service per week during construction, and that construction will span 15 weeks.
- The RPR will assist the City and Contractor in providing proper notification to impacted businesses and residents.
- Attend meetings with the contractor and City staff as requested, review shop drawings, prepare pay applications and any change orders, provides daily reports/log books of construction activities, prepare punch list, furnish periodic/bi-weekly reports to City staff and other action items required of the City as required
- Maintain construction documentation and at the completion of the project will provide copies of all project documentation to West Des Engineering Staff.
- Provide a single point of contact for City staff to address construction concerns and inquiries from residents and track responses to City staff

ATTACHMENT 2

PROJECT SCHEDULE

August 2017	Consultant Services Agreement presented to City Council for consideration
September 2017	City of West Des Moines Staff to provide List of intakes for consideration/assessment Complete Intake Assessment
October 2017	Review Intake Assessment with City Staff for comment Submit 60% Specifications and Construction Documents to City Staff for review and comment Submit 90% Specifications and Construction Documents to City Staff for review and comment.
December 2018	Bid Letting.
December 2018	Start of construction
June 2018	Project Completion

Attachment 3

2017 Standard Hourly Rates

Rates effective as of January 1, 2017 and are subject to change on an annual basis.



EMPLOYEE TYPE	HOURLY RATE	EMPLOYEE TYPE	HOURLY RATE
<u>Support/Marketing/Development Professional</u>		<u>Landscape Architect</u>	
I - IV	\$53 - 135	I - IV	\$94 - 135
<u>Architect</u>		<u>Mechanical/Electrical Engineering Technician</u>	
I - IV	\$88 - 129	I - IV	\$79 - 103
<u>Architectural Technician</u>		<u>Mechanical Engineer</u>	
I - IV	\$79 - 105	I - IV	\$97 - 154
<u>Civil Engineer</u>		<u>Planner</u>	
I - IV	\$98 - 154	I - IV	\$90 - 123
<u>Civil Engineering Technician</u>		<u>Project Manager</u>	
I - IV	\$77 - 101	I - IV	\$99 - 127
<u>Electrical Engineer</u>		<u>Structural Engineer</u>	
I - IV	\$97 - 154	I - IV	\$95 - 154
<u>Environmental Scientist/Engineer/Specialist/Operator</u>		<u>Senior Architect</u>	
I - IV	\$88 - 123		\$170 - 215
<u>GIS Specialist</u>		<u>Senior Engineer, All Classifications</u>	
I - IV	\$95 - 125		\$170 - 215
<u>Interior Designer</u>		<u>Equipment Expenses</u>	
I - IV	\$91 - 118	Survey Grade GPS/Robotics	\$45
<u>Land Surveyor</u>		Mapping Grade GPS	\$15
I - IV	\$91 - 135	3D Laser Scanner	\$50
<u>Land Surveying Technician</u>		Drone	\$100
I - IV	\$73 - 99	All-Terrain Vehicle	\$20
		Mileage is billed at the IRS allowable rate	
		Consultant subcontracts are billed at cost +10%	

CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

DATE: August 21, 2017

ITEM:

Resolution - Approving Professional Services Agreement
2018 PCC Patching & Medians Program

FINANCIAL IMPACT:

The cost of the Professional Services Agreement associated with the design of this project is anticipated not to exceed \$89,400.00 for Basic Services. In addition, the cost for performing Resident Consultant Services will not exceed \$64,100.00. Should the cost for the professional services be projected to exceed the amounts set forth in the contract, staff would not authorize such expenditures without further approval by the City Council. All work will be billed on an hourly basis using the established hourly fee structure as set forth in the contract. All costs for these services can be paid from account no. 500.000.000.5250.495 with the ultimate funding intended to come from Road Use Tax.

BACKGROUND:

Approval of this action authorizes I+S Group, Inc. to perform the professional services necessary for the 2018 PCC Patching & Medians Program at various locations throughout the City. The area that will be targeted is depicted on the attached vicinity map.

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

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 2018 PCC Patching & Medians Program.

Lead Staff Member: Brian J. Hemesath, P.E., Interim City Engineer *BH*

STAFF REVIEWS

Department Director	Brian J. Hemesath, P.E., Interim City Engineer
Appropriations/Finance	Tim Stiles, Finance Director <i>TS</i>
Legal	Richard Scieszinski, City Attorney <i>RS</i>
Agenda Acceptance	<i>RS</i>

PUBLICATION(S) (if applicable)

Published In	
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:

**2018 PCC Patching & Medians Program
Project No. 0510-002-2018**

and,

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

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

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

Basic Services of the Consultant	\$ 89,400.00
Resident Consultant Services	<u>\$ 64,100.00</u>
Total	\$153,500.00

therefore,

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

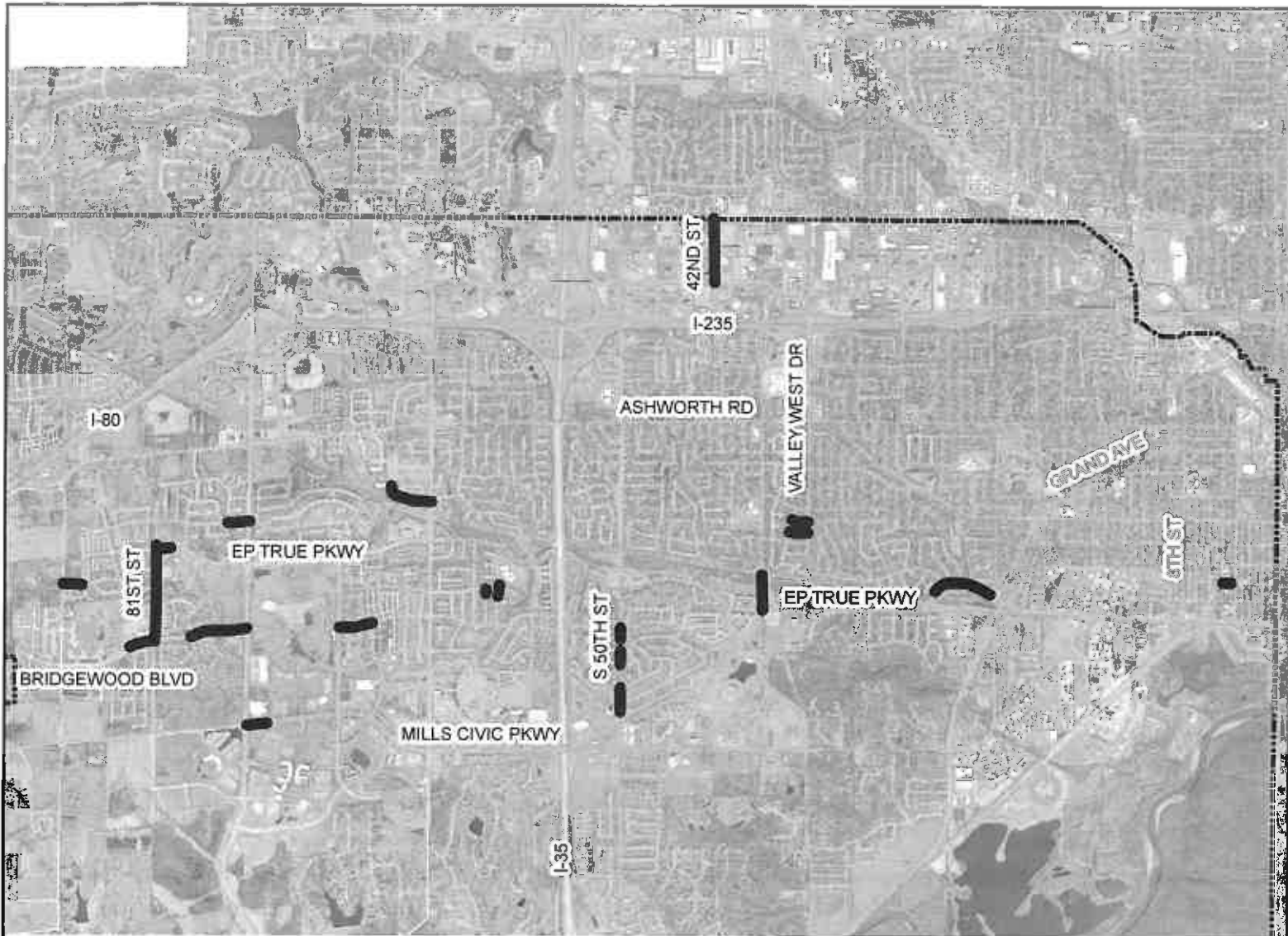
BE IT FURTHER RESOLVED, that the City Clerk is authorized and directed to enter into an agreement with I+S Group, Inc. for the cost indicated above as payment by the City of West Des Moines for the services indicated.

PASSED AND APPROVED on this 21st day of August 2017.

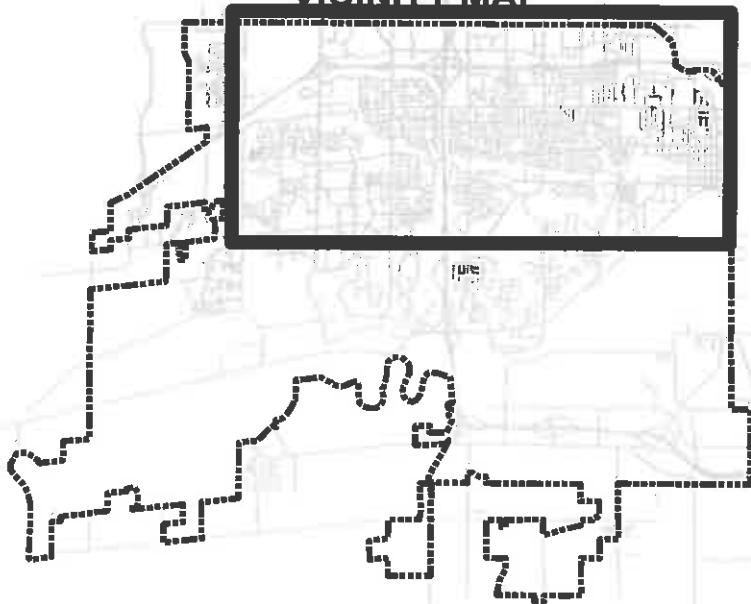
Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk



VICINITY MAP



LEGEND

PROJECT LOCATION



PROJECT:

2018 PCC Patching & Medians Program

LOCATION:

Various Locations

DRAWN BY: JDR

DATE: 8/15/2017

PROJECT NUMBER : 0510-002-2018
SUBDIVISION NAME:

SHT. 1 of 1

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This Agreement is made and entered into this _____ day of _____, 2017, by and between the CITY OF WEST DES MOINES, a municipal corporation, hereinafter referred to as "City", and I+S Group, Inc. (ISG) (Fed. I.D. # 41-0995051), a professional corporation incorporated and licensed under the laws of the State of 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 **2018 PCC Patching & Medians Program (Project No. 0510-002-2018)** 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	\$89,400
II. Resident Consultant Services	<u>\$64,100</u>
Total	\$153,500

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: ISG
Attn: Derek Johnson, PE, Assoc. Principal
Address: 508 East Locust Street
City, State: Des Moines, IA 50309

6. GENERAL COMPLIANCE

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

7. STANDARD OF CARE

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

8. INDEPENDENT CONTRACTOR

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

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

9. NON-DISCRIMINATION

Consultant will not discriminate against any employee of applicant for employment because of age, color, creed, disability, gender identity, national origin, race, religion, sex, sexual orientation, 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 age, color, creed, disability, gender identity, national origin, race, religion, sex, sexual orientation, or veteran status. Consultant will cooperate with the City in using Consultant's best efforts to ensure that Disadvantaged Business Enterprises are afforded the maximum opportunity to compete for subcontracts of work under this Agreement.

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I+S Group, Inc (ISG)

BY:


Derek A. Johnson, PE, Associate Principal

CITY OF WEST DES MOINES

BY:


Ryan T. Jacobson, City Clerk

ATTACHMENT 1

SCOPE OF SERVICES

Basic Services of the Consultant

- Field review and assessment of the streets to be identified by the City of West Des Moines staff for the 2018 PCC Patching and Medians. It is understood the total project budget, including Basic and Resident services, is \$1,042,723,71 and includes Penetrating Water Prevention Seal at several locations.
- Preparation of Specifications and Construction Documents per guidance provided by City of West Des Moines Engineering staff.
- Coordination and meetings with City Staff and other stakeholders as required. Assume 5 meetings.
- Preparation of bid notices, handling bidding inquiries, attending bid letting, reviewing bids and compiling bid tabulation, securing contracts and performance bond, obtaining certificates of insurance, coordinating with utilities.
- Consultant will schedule and lead a pre-construction meeting.
- Construction administration and design interpretation during construction activities.

Resident Consultant Services

- Provide a Resident Project Representative (RPR) to City Staff in observing the progress and quality of work. The RPR will act as directed and by and under the supervision of the Engineer and City Staff and will confer with City Staff to identify any issues that develop during construction.
- For the purposes of this proposal it is assumed that the RPR will provide 28 hours of service per week during construction, and that construction will span 22 weeks.
- The RPR will assist the City and Contractor in providing proper notification to impacted businesses and residents.
- Attend meetings with the contractor and City staff as requested, review shop drawings, prepare pay applications and any change orders, provides daily reports/log books of construction activities, prepare punch list, furnish periodic/bi-weekly reports to City staff and other action items required of the City as required.
- Maintain construction documentation and at the completion of the project will provide copies of all project documentation to West Des Moines Engineering Staff.
- Provide a single point of contact for City staff to address construction concerns and inquiries from residents and track responses to City staff.

ATTACHMENT 2

PROJECT SCHEDULE

August 2017	Consultant Services Agreement presented to City Council for consideration
September 2017	Complete PCC Assessment
October 2017	Review PCC Assessment with City Staff for comment
November 2017	Submit 60% Specifications and Construction Documents to City Staff for review and comment.
January 2018	Submit 90% Specifications and Construction Documents to City Staff for review and comment.
February 2018	Bid Letting.
April 2018	Start of construction
December 2018	Project Completion

Attachment 3

2017 Standard Hourly Rates

Rates effective as of January 1, 2017 and are subject to change on an annual basis.



EMPLOYEE TYPE	HOURLY RATE	EMPLOYEE TYPE	HOURLY RATE
<u>Support/Marketing/Development Professional</u>		<u>Landscape Architect</u>	
I - IV	\$53 - 135	I - IV	\$94 - 135
<u>Architect</u>		<u>Mechanical/Electrical Engineering Technician</u>	
I - IV	\$88 - 129	I - IV	\$79 - 103
<u>Architectural Technician</u>		<u>Mechanical Engineer</u>	
I - IV	\$79 - 105	I - IV	\$97 - 154
<u>Civil Engineer</u>		<u>Planner</u>	
I - IV	\$98 - 154	I - IV	\$90 - 123
<u>Civil Engineering Technician</u>		<u>Project Manager</u>	
I - IV	\$77 - 101	I - IV	\$99 - 127
<u>Electrical Engineer</u>		<u>Structural Engineer</u>	
I - IV	\$97 - 154	I - IV	\$95 - 154
<u>Environmental Scientist/Engineer/Specialist/Operator</u>		<u>Senior Architect</u>	
I - IV	\$88 - 123		\$170 - 215
<u>GIS Specialist</u>		<u>Senior Engineer, All Classifications</u>	
I - IV	\$95 - 125		\$170 - 215
<u>Interior Designer</u>		<u>Equipment Expenses</u>	
I - IV	\$91 - 118	Survey Grade GPS/Robotics	\$45
<u>Land Surveyor</u>		Mapping Grade GPS	\$15
I - IV	\$91 - 135	3D Laser Scanner	\$50
<u>Land Surveying Technician</u>		Drone	\$100
I - IV	\$73 - 99	All-Terrain Vehicle	\$20
		Mileage is billed at the IRS allowable rate	
		Consultant subcontracts are billed at cost +10%	

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

4(m)11

DATE: August 21, 2017

ITEM:

Resolution - Approving Professional Services Agreement
2018 HMA Resurfacing Program

FINANCIAL IMPACT:

The cost of the Professional Services Agreement associated with the design of this project is anticipated not to exceed \$213,700.00 for Basic Services. In addition, the cost for performing Resident Consultant Services will not exceed \$122,700.00. Should the cost for the professional services be projected to exceed the amounts set forth in the contract, staff would not authorize such expenditures without further approval by the City Council. All work will be billed on an hourly basis using the established hourly fee structure as set forth in the contract. All costs for these services can be paid from account no. 500.000.000.5250.495 with the ultimate funding intended to come from Road Use Tax.

BACKGROUND:

Approval of this action authorizes I+S Group, Inc. to perform the professional services necessary for the 2018 HMA Resurfacing Program at various locations throughout the City. The area that will be targeted is depicted on the attached vicinity map. This program will also include replacement of any ADA sidewalk ramps that are impacted by the project or are deemed to be non-compliant.

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 2018 HMA Resurfacing Program.

Lead Staff Member: Brian J. Hemesath, P.E., Interim City Engineer *BJA*

STAFF REVIEWS

Department Director	Brian J. Hemesath, P.E., Interim City Engineer
Appropriations/Finance	Tim Stiles, Finance Director <i>TS</i>
Legal	Richard Scieszinski, City Attorney <i>RS</i>
Agenda Acceptance	<i>KA</i>

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT

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

**2018 HMA Resurfacing Program
Project No. 0510-003-2018**

and,

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

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

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

Basic Services of the Consultant	\$213,700.00
Resident Consultant Services	<u>\$122,700.00</u>
Total	\$336,400.00

therefore,

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

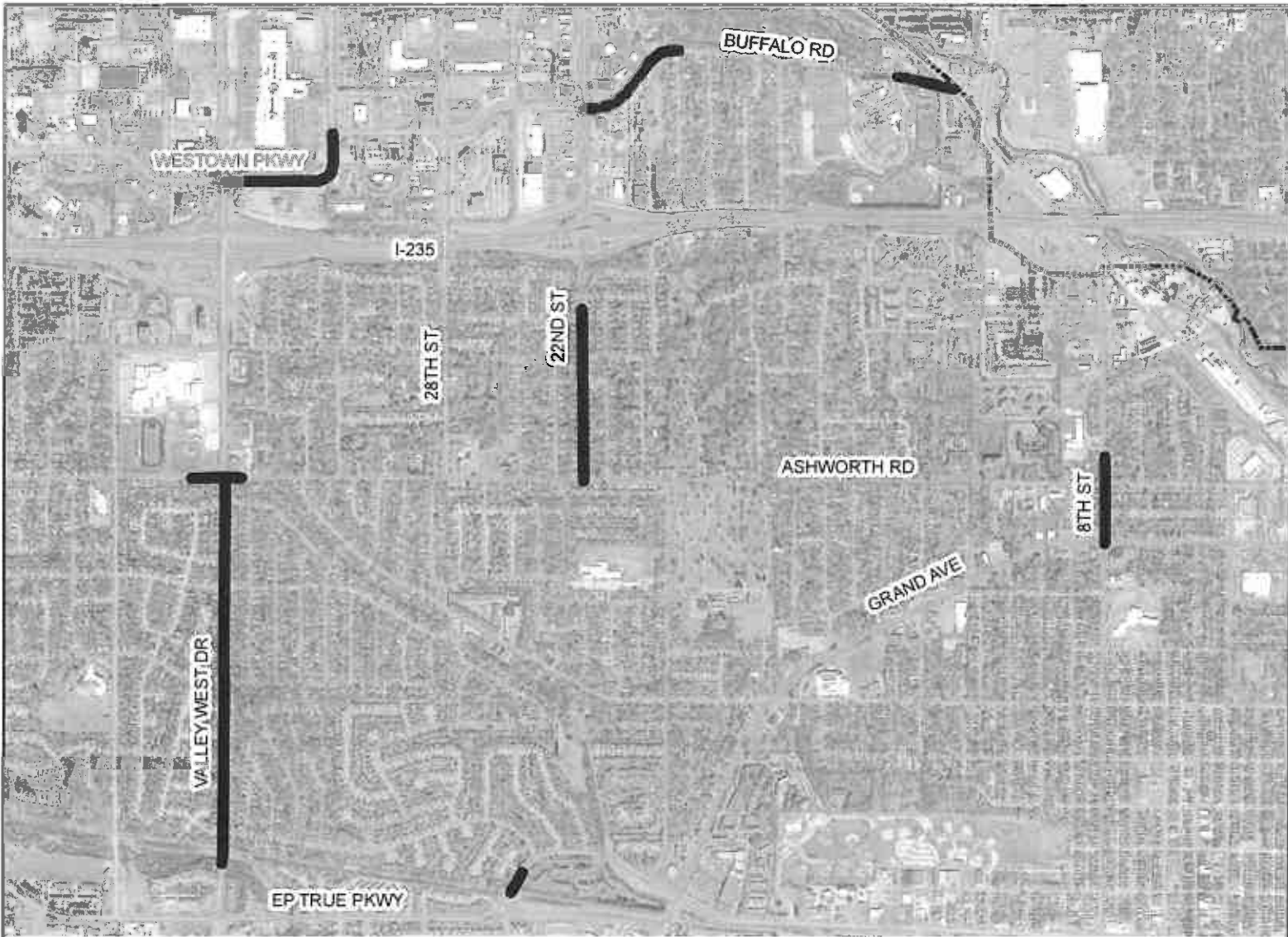
BE IT FURTHER RESOLVED, that the City Clerk is authorized and directed to enter into an agreement with I+S Group, Inc. for the cost indicated above as payment by the City of West Des Moines for the services indicated.

PASSED AND APPROVED on this 21st day of August 2017.

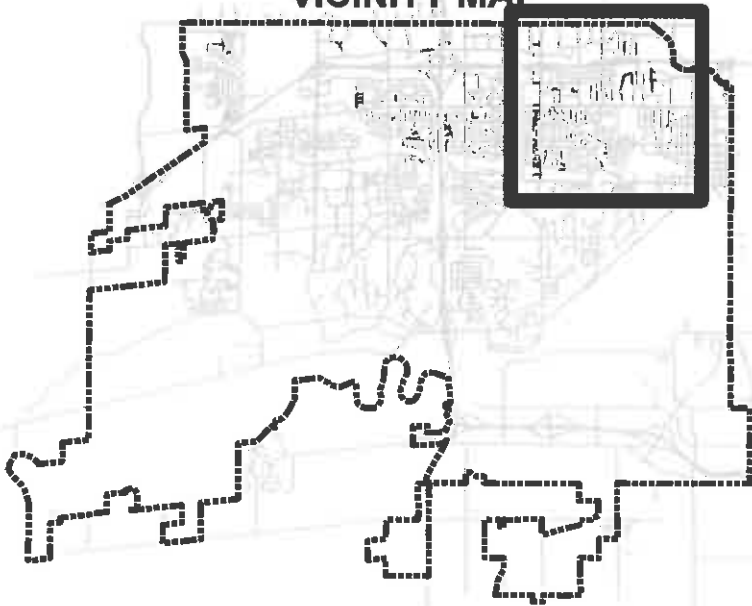
Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk



VICINITY MAP



LEGEND

PROJECT LOCATION



PROJECT:

2018 HMA Resurfacing Program

LOCATION:

Various Locations

DRAWN BY: JDR

DATE: 8/15/2017

PROJECT NUMBER: 0510-003-2018
SUBDIVISION NAME:

SHT. 1 of 1

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This Agreement is made and entered into this _____ day of _____, 2017, by and between the CITY OF WEST DES MOINES, a municipal corporation, hereinafter referred to as "City", and I+S Group, Inc. (ISG) (Fed. I.D. # 41-0995051), a professional corporation incorporated and licensed under the laws of the State of 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 **2018 HMA Resurfacing Program (Project No. 0510-003-2018)** 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	\$213,700
II. Resident Consultant Services	<u>\$122,700</u>
Total	\$336,400

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: ISG
Attn: Derek Johnson, PE, Assoc. Principal
Address: 508 East Locust Street
City, State: Des Moines, IA 50309

6. GENERAL COMPLIANCE

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

7. STANDARD OF CARE

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

8. INDEPENDENT CONTRACTOR

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

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

9. NON-DISCRIMINATION

Consultant will not discriminate against any employee of applicant for employment because of age, color, creed, disability, gender identity, national origin, race, religion, sex, sexual orientation, 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 age, color, creed, disability, gender identity, national origin, race, religion, sex, sexual orientation, 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.

I+S Group, Inc (ISG)

BY: 
Derek A. Johnson, PE, Associate Principal

CITY OF WEST DES MOINES

BY: _____
Ryan T. Jacobson, City Clerk

ATTACHMENT 1

SCOPE OF SERVICES

Basic Services of the Consultant

- Field review and assessment of the streets to be identified by the City of West Des Moines staff for the 2018 HMA Resurfacing Program, including ADA compliant pedestrian ramps. It is understood the total project budget is \$2,673,599.86.
- Consultant to review all pedestrian ramps adjacent to the streets identified for the 2018 HMA Resurfacing Program. Consultant will complete all survey and design aspects for the construction of up to 35 pedestrian ramps. Consultant will complete design exceptions as needed.
- Preparation of Specifications and Construction Documents per guidance provided by City of West Des Moines Engineering staff.
- Coordination and meetings with City Staff, other stakeholders, individual residents and affected parties as required. Assume 7 meetings.
- Preparation of bid notices, handling bidding inquiries, attending bid letting, reviewing bids and compiling bid tabulation, securing contracts and performance bond, obtaining certificates of insurance, coordinating with utilities.
- Consultant will schedule and lead a pre-construction meeting.
- Construction administration and design interpretation during construction activities.

Resident Consultant Services

- Provide a Resident Project Representative (RPR) to City Staff in observing the progress and quality of work. The RPR will act as directed and by and under the supervision of the Engineer and City Staff and will confer with City Staff to identify any issues that develop during construction
- For the purposes of this proposal it is assumed that the RPR will provide 39 hours of service per week during construction, and that construction will span 28 weeks.
- The RPR will assist the City and Contractor in providing proper notification to impacted businesses and residents.
- Attend meetings with the contractor and City staff as requested, review shop drawings, prepare pay applications and any change orders, provides daily reports/log books of construction activities, prepare punch list, and furnish periodic reports to City staff as required.
- Provide verification of pedestrian ramps meeting ADA requirements

- **Maintain construction documentation and at the completion of the project will provide copies of all project documentation to West Des Engineering Staff.**
- **Provide a single point of contact for City staff to address construction concerns and inquiries from residents and track responses to City staff**

ATTACHMENT 2

PROJECT SCHEDULE

August 2017	Consultant Services Agreement presented to City Council for consideration
September 2017	Complete HMA and ADA Assessment
October 2017	Review HMA and ADA Assessment with City Staff for comment
November 2017	Submit 60% Specifications and Construction Documents to City Staff for review and comment.
January 2018	Submit 90% Specifications and Construction Documents to City Staff for review and comment.
February 2018	Bid Letting.
April 2018	Start of construction
December 2018	Project Completion

Attachment 3

2017 Standard Hourly Rates

Rates effective as of January 1, 2017 and are subject to change on an annual basis.



EMPLOYEE TYPE	HOURLY RATE	EMPLOYEE TYPE	HOURLY RATE
Support/Marketing/Development Professional		Landscape Architect	
I - IV	\$53 - 135	I - IV	\$94 - 135
Architect		Mechanical/Electrical Engineering Technician	
I - IV	\$88 - 129	I - IV	\$79 - 103
Architectural Technician		Mechanical Engineer	
I - IV	\$79 - 105	I - IV	\$97 - 154
Civil Engineer		Planner	
I - IV	\$98 - 154	I - IV	\$90 - 123
Civil Engineering Technician		Project Manager	
I - IV	\$77 - 101	I - IV	\$99 - 127
Electrical Engineer		Structural Engineer	
I - IV	\$97 - 154	I - IV	\$95 - 154
Environmental Scientist/Engineer/Specialist/Operator		Senior Architect	
I - IV	\$88 - 123		\$170 - 215
GIS Specialist		Senior Engineer, All Classifications	
I - IV	\$95 - 125		\$170 - 215
Interior Designer		Equipment Expenses	
I - IV	\$91 - 118	Survey Grade GPS/Robotics	\$45
Land Surveyor		Mapping Grade GPS	\$15
I - IV	\$91 - 135	3D Laser Scanner	\$50
Land Surveying Technician		Drone	\$100
I - IV	\$73 - 99	All-Terrain Vehicle	\$20
		Mileage is billed at the IRS allowable rate	
		Consultant subcontracts are billed at cost + 10%	

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

4(m)12

DATE: August 21, 2017

ITEM:

Resolution - Approving Professional Services Agreement
City Entrance Enhancements Study

FINANCIAL IMPACT:

The cost of the Professional Services Agreement associated with the design of this project is anticipated not to exceed \$98,500.00 for Basic Services. Should the cost for the professional services be projected to exceed the amounts set forth in the contract, staff would not authorize such expenditures without further approval by the City Council. All work will be billed on an hourly basis using the established hourly fee structure as set forth in the contract. All costs for these services can be paid from account no. 500.000.000.5250.495 with the ultimate funding intended to come from General Fund (Hotel Motel Tax).

BACKGROUND:

Approval of this action authorizes Shive-Hattery, Inc. to perform the professional services necessary to create a master plan for the implementation of City Entrance Enhancements which will aid in identifying the corporate limits and welcome travelers to the City of West Des Moines. The study will include detailed site studies and visualizations for up to six primary locations along I-35/80, I-35, I-80, I-235, IA-5, and University Avenue near west corporate limits. The study will also include identification of potential locations for a “family” of signage elements and landscape improvements that can be scaled for different City entrances.

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 City Entrance Enhancements Study.

Lead Staff Member: Brian J. Hemesath, P.E., Interim City Engineer *BJA*

STAFF REVIEWS

Department Director	Brian J. Hemesath, P.E., Interim City Engineer
Appropriations/Finance	Tim Stiles, Finance Director <i>TS</i>
Legal	Richard Scieszinski, City Attorney <i>RS</i>
Agenda Acceptance	<i>RN</i>

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT

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

**City Entrance Enhancements Study
Project No. 0210-056-2017**

and,

WHEREAS, said Master Plan needs to be prepared; and,

WHEREAS, Engineering Services Department staff have recommended said Master Plan be prepared by Shive-Hattery, Inc., and,

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

Basic Services of the Consultant \$98,500.00

therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA, that Shive-Hattery, Inc. is hereby directed to prepare the Master Plan for the above named project.

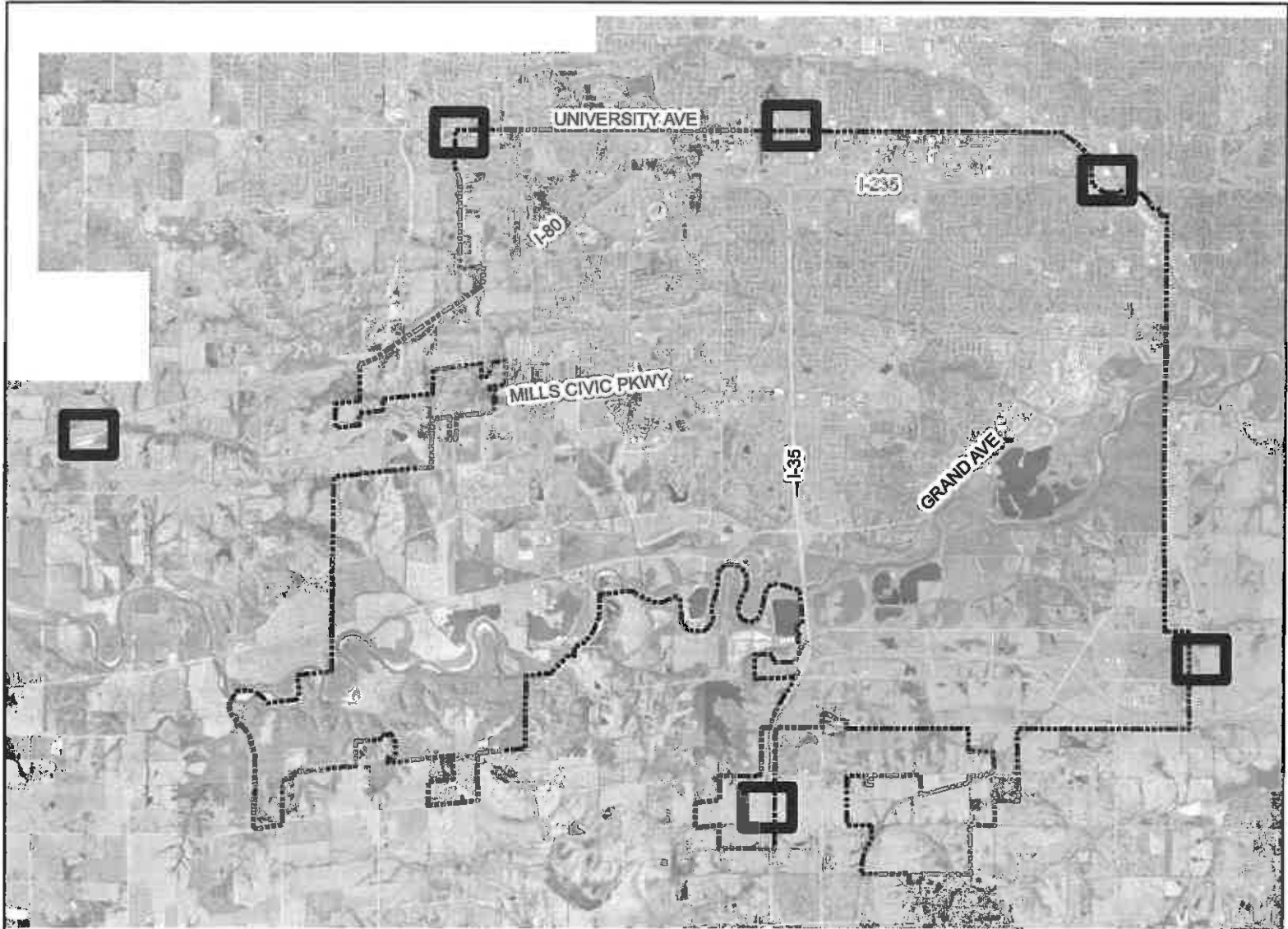
BE IT FURTHER RESOLVED, that the City Clerk is authorized and directed to enter into an agreement with Shive-Hattery, Inc. for the cost indicated above as payment by the City of West Des Moines for the services indicated.

PASSED AND APPROVED on this 21st day of August 2017.

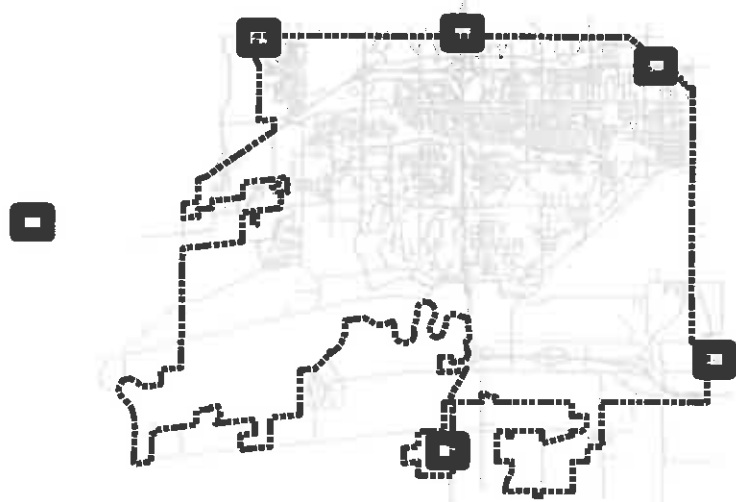
Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk



VICINITY MAP



LEGEND

PROJECT LOCATION



PROJECT: **City Entrance Enhancements Study**

LOCATION: **Various Locations**

DRAWN BY: JDR

DATE: 8/15/2017

PROJECT NUMBER: 0210-066-2017
SUBDIVISION NAME:

SHT. 1 of 1

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This Agreement is made and entered into this _____ day of _____, 2017, by and between the CITY OF WEST DES MOINES, a municipal corporation, hereinafter referred to as "City", and SHIVE-HATTERY, INC., (Fed. I.D. #42-08770172), 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 City Entrance Enhancement Study (Project No. 0210-056-2017) 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	\$ 98,500.00
Total	\$ 98,500.00

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

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

4. INSURANCE

- A. Consultant understands and agrees that Consultant shall have no right of coverage under any and all existing or future City comprehensive, self or personal injury policies. Consultant shall provide insurance coverage for and on behalf of Consultant that will sufficiently protect Consultant or Consultant' representative(s) in connection with the professional services which are to be provided by Consultant pursuant to this Agreement, including protection from claims for bodily injury, death, property damage, and lost income. Consultant shall provide worker's compensation insurance coverage for Consultant and all Consultant's personnel. Consultant shall file applicable insurance certificates with the City, and shall also provide evidence of the following additional coverage.
- B. The Consultant shall provide evidence of comprehensive general liability coverage and contractual liability insurance by an insurance company licensed to do business in the State of Iowa in the limits of at least \$1,000,000 each personal injury accident and/or death; \$1,000,000 general aggregate personal injury and/or death; and \$1,000,000 for each property damage accident. The evidence shall designate the City as an additional insured, and that it cannot be canceled or materially altered without giving the City at least thirty (30) days written notice by registered mail, return receipt requested.
- C. The Consultant shall also provide evidence of automobile liability coverage in the limits of at least \$1,000,000 bodily injury and property damage combined. The evidence shall designate the City as an additional insured, and that it cannot be cancelled or materially altered without giving the City at least thirty (30) days written notice by registered mail, return receipt requested.
- 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: Shive-Hattery, Inc.
Attn: Nathan T. Hardisty, Project Manager
Address: 4125 Westown Parkway, Suite 100
City, State: West Des Moines, IA 50266

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 age, color, creed, disability, gender identity, national origin, race, religion, sex, sexual orientation, 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 age, color, creed, disability, gender identity, national origin, race, religion, sex, sexual orientation, 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.

SHIVE-HATTERY INC

BY:


Nathan T. Hardisty, Project Manager

CITY OF WEST DES MOINES

BY:

Ryan T. Jacobson, City Clerk

ATTACHMENT 1
City Entrance Enhancement Study
Project Number 0210-056-2017

SCOPE OF SERVICES

DIVISION I - BASIC SERVICES OF THE CONSULTANT

Project Description

The project is to create a master plan for the implementation of Community Entrance Enhancements which will identify the physical boundaries of the City and welcome travelers to West Des Moines. The study will include identifying the locations for a "family" of signage elements and landscape improvements that can be scaled for different entrances to the City of West Des Moines. The project will also include the creation of detailed site studies and visualizations up to six primary (6) locations (I-35/80 near University, I-35 at Veterans Parkway, Iowa 5 at Highway 28, I-235 near 8th, I-80 West, and University Avenue at Waco Place). Coordination with on-going aesthetic development for Veterans Parkway will be required.

1. Provide Project Management. The Project Manager will manage the budget and schedule for the project, serve as the point of contact for City staff, be responsible for coordinating all work done by the design team, and shall provide the City with bi-weekly progress reports.
2. Conduct a kick off meeting with City Staff to discuss project goals and objectives, possible design themes for entrance elements, and city entrance locations to be considered/included.
3. Compile and review existing base information including GIS mapping, aerial photos, and ROW mapping. Complete site visits to review possible locations.
4. Complete an exhibit detailing possible entrance element locations throughout the community. Locations for primary, secondary, local entrance enhancements will be identified. At this phase, only general locations will be determined (a dot on a map indicating side of street and nearest intersection)
5. Prepare up to five (5) preliminary concepts for families of community entrance enhancements. Concepts will include signage, graphic elements and plantings. Concepts to consider:
 - a) Coordinating Theme
 - b) Coordinating Materials
 - c) Existing West Des Moines signage and enhancements
 - d) Scale of enhancements based upon speed of traveler and typical distance from the roadway.
 - e) Viewing the enhancement at night
 - f) Weather
 - g) Maintenance
6. Meet with Staff to review possible entrance element locations and preliminary design concepts.

7. Based on direction from Staff with input from City Council through a workshop, further develop and refine selected concepts and complete a conceptual level opinion of probable costs for City budgeting purposes. Task will include working with a signage fabricator to assist with the pricing of signage elements.
8. Complete detailed site studies for six primary locations (I-35/80 near University, I-35 at Veterans Parkway, Iowa 5 at Highway 28, I-235 near 8th, I-80 West, and University Avenue at Waco Place). Study of these locations to include:
 - a) Conceptual Site Layout
 - b) Property Owner Information
 - c) Feasibility for utilities such as electricity for lighting and water for irrigation
 - d) On site field reconnaissance to document existing conditions / challenges associated with entrance enhancement locations
9. Meet with Staff to review refined concepts, the opinion of probable costs and the detailed site studies.
10. Meet with Iowa Department of Transportation (DOT) to present concepts and begin coordination on enhancements along Interstates and Highway 5. Coordination will be after the City has chosen a final concept and locations. Coordination shall include gathering information on Iowa DOT requirements that will be necessary to comply with preliminary and final design.
11. Based on input from IDOT, further refine selected concepts, site location studies and opinion of probable costs for entrance elements. Create final entrance enhancement plan including location study and final family of entrance enhancements. Create rendered views illustrating entrance elements at each of the six primary entrances.
12. Conduct presentations of the entrance enhancement master plan with staff, stakeholders, elected officials and community members. We assume this will involve up to three (3) staff/stakeholder meetings, and up to two (2) Council meetings.

Deliverables

1. Up to five (5) initial concepts including
 - a. Sketches, plans and elevation views of primary, secondary, local enhancements.
2. Up to two (2) refined concepts including
 - a. Sketches, plans and elevation views of primary, secondary, local enhancements.
 - b. Renderings of concepts both during the day and at night.
3. Memo documenting coordination with IDOT.
4. Bi-weekly status reports, including any action items required of the City.
5. One (1) Final concept including
 - a. Sketches, plans and elevation views of primary, secondary, local enhancements.
 - b. Detailed site studies for up to six (6) primary community entrance locations including 3D renderings of concepts both during the day and at night.
 - c. Opinion of Probable Construction Cost.

ADDITIONAL SERVICES NOT INCLUDED IN THIS CONTRACT

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

1. Preliminary and Final Design/ Construction Documents
2. Construction Administration
3. Real Estate Acquisition Services
4. Field surveys
5. Permitting

ATTACHMENT 2
City Entrance Enhancement Study
Project Number 0210-056-2017

PROJECT SCHEDULE

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

Schedule to generally follow Veterans Parkway aesthetics.

I. Basic Services of the Consultant

A. Authorization to Proceed	August 2017
B. Kick-Off / Theming	August – September 2017
C. Preliminary Cost Estimate	October 31, 2017
D. Preliminary Concepts	October 31, 2017
E. Refined Concepts	December 2017
D. Anticipated Completion	January 2018

ATTACHMENT 3
City Entrance Enhancement Study
Project Number 0210-056-2017

SCHEDULE OF FEES
STANDARD HOURLY FEE SCHEDULE
Effective January 1, 2017 to December 31, 2017

PROFESSIONAL STAFF:

Grade 1	\$ 84.00
Grade 2	\$100.00
Grade 3	\$113.00
Grade 4	\$127.00
Grade 5	\$138.00
Grade 6	\$151.00
Grade 7	\$164.00
Grade 8	\$180.00
Grade 9	\$198.00

TECHNICAL STAFF:

Grade 1	\$ 58.00
Grade 2	\$ 72.00
Grade 3	\$ 80.00
Grade 4	\$ 89.00
Grade 5	\$100.00
Grade 6	\$113.00
Grade 7	\$126.00

ADMIN STAFF: \$ 58.00

SURVEY STAFF:

One Person	\$118.00
Two Person	\$181.00
Scanning Surveyor	\$140.00

REIMBURSABLE EXPENSES:

TRAVEL

Mileage- Car/Truck	\$0.53/ Mile
Mileage- Survey Trucks	\$0.63/ Mile

IN-HOUSE SERVICES

Prints/Plots:

Bond	\$.30/Sq. Ft.
Mylar	\$.75/Sq. Ft.
Photogloss	\$.90/Sq. Ft.
Color Bond	\$.60/Sq. Ft.
Foam Core Mounting	\$ 13.00

OUTSIDE SERVICES

Computer Services	Cost + 10%
Aerial Photogrammetry	Cost + 10%
Professional Services	Cost + 10%
Prints/Plots/Photos	Cost + 10%
Deliveries	Cost + 10%

Color Prints:

Letter Size	\$ 1.00
Legal Size	\$ 2.00

An annual 4% inflation adjustment is anticipated for work completed beyond 2017.

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

DATE: August 21, 2017

ITEM:

Resolution - Approving Professional Services Agreement
Johnson Creek Conveyance Improvements – Phase 1A & 1B

FINANCIAL IMPACT:

The cost of the Professional Services Agreement associated with the design of this project is anticipated not to exceed \$437,000.00 for Basic Services. In addition, the cost for performing Resident Consultant Services will not exceed \$157,000.00. Should the cost for the professional services be projected to exceed the amounts set forth in the contract, staff would not authorize such expenditures without further approval by the City Council. All work will be billed on an hourly basis using the established hourly fee structure as set forth in the contract. All costs for these services can be paid from account no. 660.000.000.5250.495 with the ultimate funding intended to come from Mills TIF Sub-District 7.

BACKGROUND:

Approval of this action authorizes Snyder & Associates, Inc. to perform the professional services necessary for the design, permitting, and construction for the Johnson Creek Conveyance Improvements. Phase 1A will be the construction of a new railroad bridge over the future realigned Johnson Creek. Phase 1B will be the construction of a new Raccoon River Drive bridge over the future realigned Johnson Creek. The realignment of Johnson Creek is necessary to accommodate the future alignment of South Grand Prairie Parkway and its connection to Raccoon River Drive. The realignment of Johnson Creek is being handled as a separate project.

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 Johnson Creek Conveyance Improvements – Phase 1A & 1B.

Lead Staff Member: Brian J. Hemesath, P.E., Interim City Engineer *BTH*

STAFF REVIEWS

Department Director	Brian J. Hemesath, P.E., Interim City Engineer
Appropriations/Finance	Tim Stiles, Finance Director <i>TS</i>
Legal	Richard Scieszinski, City Attorney <i>RS</i>
Agenda Acceptance	<i>W</i>

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT

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

**Johnson Creek Conveyance Improvements – Phase 1A & 1B
Project No. 0510-051-2015**

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 Snyder & Associates, Inc., and,

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

Basic Services of the Consultant	\$437,000.00
Resident Consultant Services	<u>\$157,000.00</u>
Total	\$594,000.00

therefore,

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

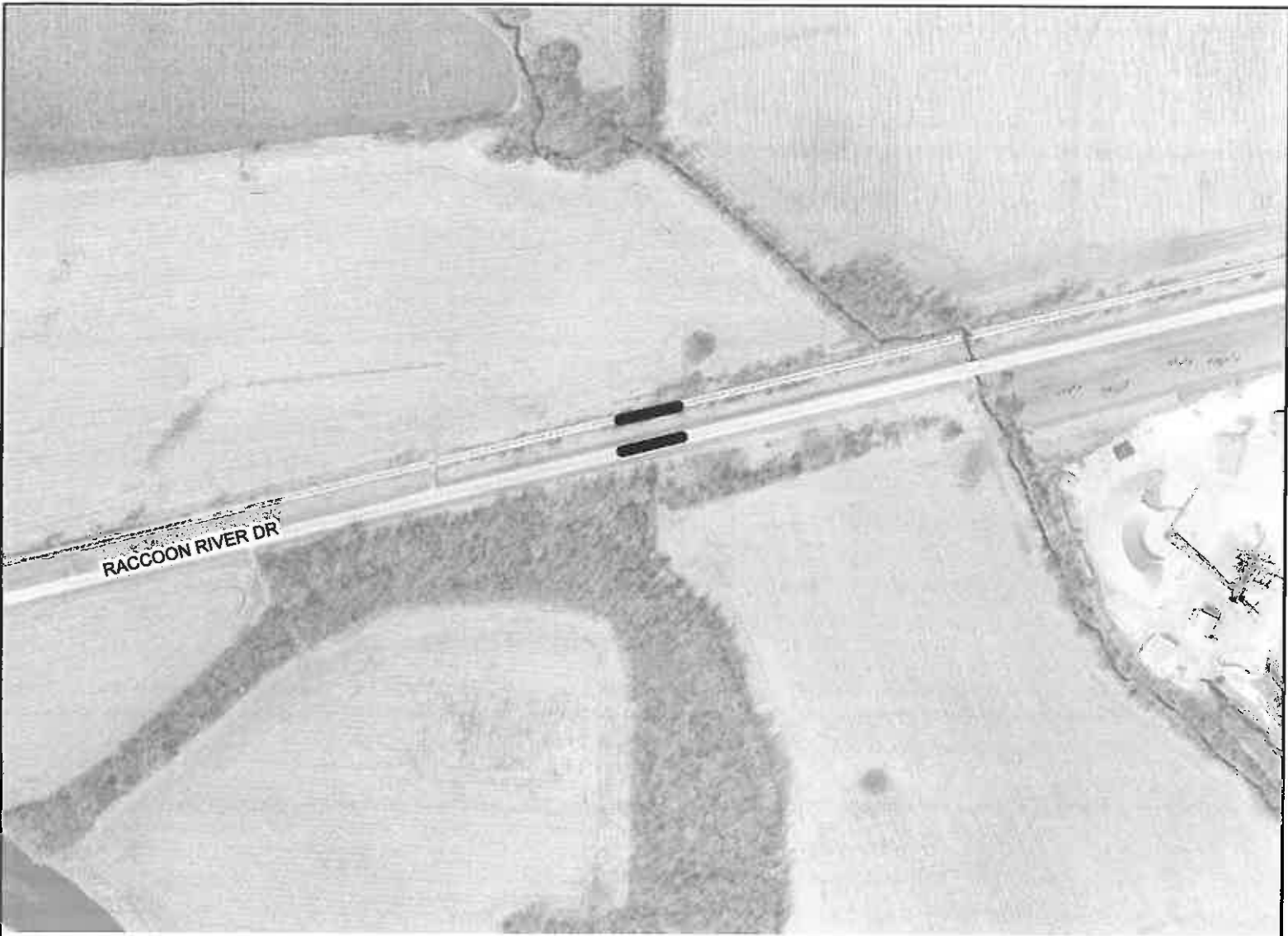
BE IT FURTHER RESOLVED, that the City Clerk is authorized and directed to enter into an agreement with Snyder & Associates, Inc. for the cost indicated above as payment by the City of West Des Moines for the services indicated.

PASSED AND APPROVED on this **21st** day of **August 2017**.

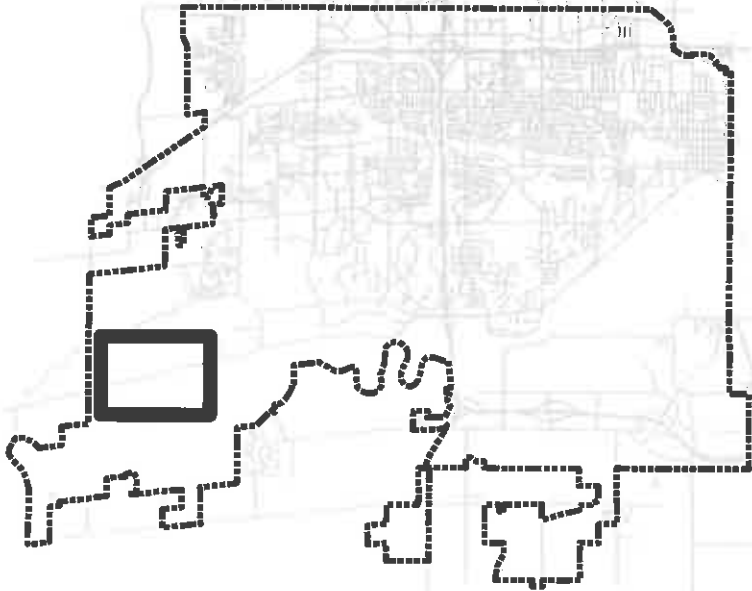
Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk



VICINITY MAP



LEGEND

PROJECT LOCATION



PROJECT: **Johnson Creek Conveyance Improvements - Phase 1A & 1B**

LOCATION: **Raccoon River Drive & Johnson Creek**

DRAWN BY: JDR

DATE: 8/15/2017

PROJECT NUMBER : 0510-051-2015
SUBDIVISION NAME:

SHT. 1 of 1

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This Agreement is made and entered into this _____ day of _____, 2017, by and between the CITY OF WEST DES MOINES, a municipal corporation, hereinafter referred to as "City", and Snyder & Associates, Inc., 2727 SW Snyder Boulevard, Ankeny, IA 50023, (Fed. I.D. # 42-1379015), 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 Johnson Creek Conveyance Improvements - Phase 1A & 1B (Project No. 0510-051-2015) shall be as further described in Attachment 1, Scope of Services.

2. SCHEDULE

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

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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	\$ 437,000
II. Resident Consultant Services	<u>\$ 157,000</u>
Total	\$ 594,000

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

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

4. INSURANCE

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

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

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

5. NOTICE

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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: Snyder & Associates, Inc.
Attn: David N. Moeller, P.E., President
Address: 2727 SW Snyder Blvd.
City, State: Ankeny, IA 50023

6. GENERAL COMPLIANCE

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

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

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 age, color, creed, disability, gender identity, national origin, race, religion, sex, sexual orientation, 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 age, color, creed, disability, gender identity, national origin, race, religion, sex, sexual orientation, 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.

SNYDER & ASSOCIATES, INC.

BY: _____


Mark A. Land, Vice President

CITY OF WEST DES MOINES

BY: _____

Ryan T. Jacobson, City Clerk

ATTACHMENT 1

SCOPE OF SERVICES

The work to be performed by the *Consultant* under this agreement shall encompass and include detailed work, services, materials, equipment and supplies necessary to complete analysis, design, and construction related services for the project.

GENERAL

This Scope of Services outlines the professional services required to complete the proposed Johnson Creek Conveyance Improvements – Phase 1A & 1B in West Des Moines, Iowa. The project generally involves construction of new bridges on Raccoon River Drive and the Iowa Interstate Railroad at the future location of relocated Johnson Creek in the vicinity of the intersection of the new Grand Prairie Parkway with Raccoon River Drive. The premise of the design will be based on the *2017 Johnson Creek Realignment Study* being completed by the CITY under a separate project. The PROJECT involves only construction of the bridges. Final permitting and realignment of Johnson Creek will be completed as part of future projects. Professional services generally include survey, permitting associated with the bridge construction only, preliminary and final bridge design for the Raccoon River Drive bridge and the Iowa Interstate Railroad bridge, utility coordination, coordination with Iowa Interstate Railroad, development of bid documents, and full construction administration and resident observation services.

I. BASIC SERVICES

A. ADMINISTRATION

1. Project management, scheduling, progress reports, bi-weekly status reports, and billing.
2. Coordinate with utility companies located within the project boundaries.
3. Coordinate with adjacent property owners.
4. Coordinate with the Iowa Interstate (IAIS) Railroad.
5. Attend project review meetings with the City over the course of the project, as needed.

B. TOPOGRAPHIC SURVEY

1. Topographic Survey: Provide a topographic survey of the areas of the proposed improvements. Survey limits are shown in Figure 1. Creation of the terrain model, location of existing site features, and utilities from surface features,

existing records, and from Iowa One-Call utility locates are included. Terrain models shall demonstrate existing contour relief at one-foot intervals and include spot elevations as required. A survey permit with Iowa Interstate Railroad will be obtained and one day of track protection through Iowa Interstate Railroad is included (if necessary).

2. **Right-of-Way Establishment:** Field verify the existing right-of-way line(s) to facilitate design or concept needs and enable creation of said construction documents. This service includes, research the public records in the county courthouse to acquire the current recorded deed(s), subdivision plat(s), recorded survey(s) and section corner certificate(s); perform a field survey locating existing monuments and the best available evidence needed to re-establish the record boundary lines; graphically show the boundary on the construction documents for design purpose only. The City shall provide or disclose all known information pertaining to the right-of-way. This would include but not limited to boundary conflicts with adjoining owners, deeds, surveys concepts drawings and easements. This work does not constitute a certified boundary survey and missing monuments will not be set.

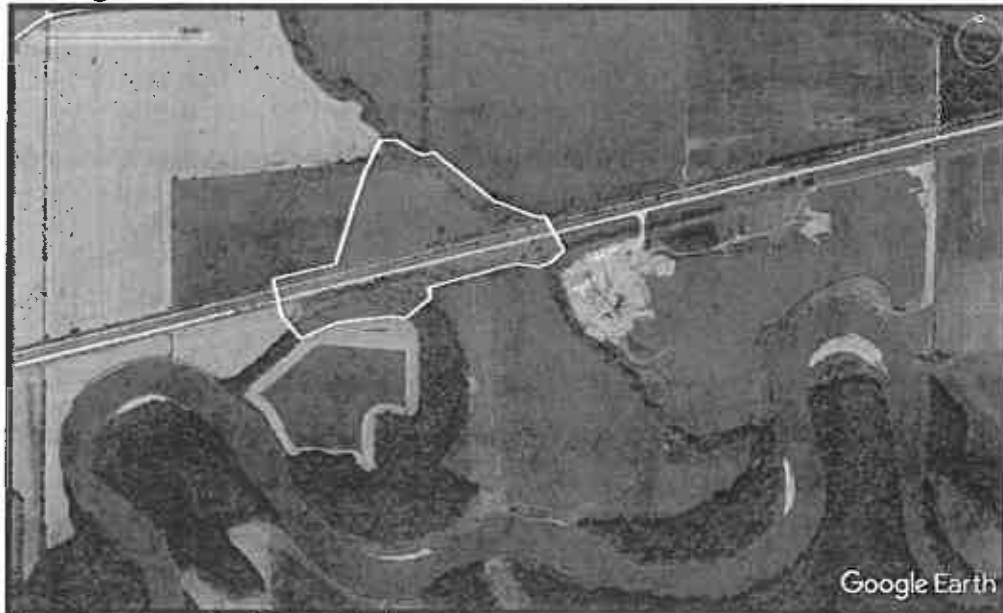


Figure 1: Johnson Creek Survey Limits

C. ENVIRONMENTAL SERVICES

1. **Wetland and Stream Delineation:** The CONSULTANT will provide Wetland and Stream Delineation for the above referenced project. The Delineation will be performed to determine the upper boundaries of wetland and stream areas at the project site. The CONSULTANT will review United States Geological Survey topographic maps, National Wetland Inventory maps, Soil Survey, and aerial photographs as part of a preliminary data search. On-site visits will be performed to gather data pertaining to wetland vegetation, wetland hydrology, and hydric soils. The boundary of each wetland and stream located within the

project limits will be surveyed. Field work will be conducted in accordance with procedures outlined in the 1987 US Army Corps of Engineers Wetland Delineation Manual and Midwest Supplement. The CONSULTANT will provide copies of the Wetland and Stream Delineation Report summarizing the findings of the data searches and the on-site wetland delineation.

The Client will coordinate with the landowners prior to the site visit to ensure access to properties required for field investigation.

2. **Bat Habitat Survey:** The CONSULTANT will evaluate potential Indiana and northern long-eared bat habitat at the project site. The CONSULTANT will conduct a web search for all pertinent information regarding the bat species and their potential for roosting within the proposed project area. The CONSULTANT will also contact local species specialists, if they are known to inquire about the specialty areas of the identified specialists. Reference to all identified sources will be included in an all-inclusive bibliography in a final report provided by the CONSULTANT.

Environmental staff will complete a site visit to identify potential roost trees for Indiana bats within the project area. Trees meeting the guidelines will be measured at breast height and the locations recorded with a handheld GPS Receiver.

A report documenting the findings and all pertinent information identified during the research period will be provided to the client. The CONSULTANT will also provide a Section 7 Memo documenting its finding of no effect, may affect but not adversely, or will adversely affect.

3. **Wetland and Stream Permitting:** A permit application will be submitted to the US Army Corps of Engineers. The CONSULTANT will act as the Authorized Agent throughout the permitting process. During this process, The CONSULTANT will respond to inquiries from the USACE.
4. **Mitigation Design:** The CONSULTANT will design an on-site mitigation plan that complies with USACE Wetland Mitigation Guidelines and IDNR Requirements. The permitting and mitigation design does not include the cost for completing archaeological services that may be required by USACE or IDNR. The mitigation plan does not include the cost of performing additional studies if a regulatory agency requires off-site mitigation.
5. **Alternatives Analysis:** The CONSULTANT will develop an alternatives analysis documentation as part of the permitting process with the US Army Corps of Engineers. The CONSULTANT will utilize information provided by the CLIENT that supports the need for the proposed action to occur. The report will cover the following topics:

- Introduction
- Purpose and Need
- Alternative Site Analysis
- Avoidance and Minimization of Impact
- Summary and Recommendations

The document will be completed under the Clean Water Act Section 404(b)(1) Alternative Analysis Guidance.

6. Phase I Cultural Resources Evaluation: The CONSULTANT will conduct comprehensive archival record searches, Phase I intensive field investigations, geomorphic assessment, and project completion report preparation for the project area. In accordance with Iowa SHPO Regulations, if standing snow and/or deep frost is encountered within project area, implementation of field studies may be delayed. All services undertaken will meet or exceed Section 106 guidelines, and guidelines established by the Historic Preservation Office of the Iowa State Historical Society.

D. GEOTECHNICAL SERVICES

The CONSULTANT will provide the geotechnical services for the bridge work only through a sub-consultant agreement.

E. PRELIMINARY DESIGN SERVICES

Preliminary design of the conveyance improvements will be based on the conceptual design of the Johnson Creek Realignment project being completed by the City under a separate agreement with another consultant. Preliminary design will be performed for the creek realignment in order to determine the exact locations of the new bridges on Raccoon River Drive and the Iowa Interstate Railroad.

Design of the improvements will target the flow capacity provided by the CITY through the Johnson Creek Realignment consultant. The CITY will provide the hydraulic model electronic files from the Johnson Creek Realignment project to facilitate this project's design. The proposed improvements will be coordinated with USACE and Iowa DNR in order to ensure the bridge construction will be coordinate with future creek realignment projects that may be designed and permitted in the future. The survey base drawings developed under this scope will be supplemented by CITY topographic data to facilitate the preliminary design. Preliminary design of the improvements will be coordinated with the Iowa Interstate Railroad (IAIS).

1. Preliminary Plans

Preliminary construction drawings will be prepared and submitted to the CITY and other project stakeholders for review and comment. Meetings will be held with the CITY and other project stakeholders to review and discuss the preliminary design and plans. All phases of the project including future work that will be incorporated into their respective development projects will be submitted in one set of preliminary drawings. The preliminary design will include consideration for future reconstruction of Raccoon River Drive to a minor arterial. The CITY will coordinate with the Parks Department regarding future recreational trails within the PROJECT corridor. The CONSULTANT will incorporate this information into the preliminary design for future project compatibility.

The preliminary design will be approved by the CITY and IAIS railroad before moving forward with detailed final design of the Johnson Creek bridges. The preliminary plans will be sent to utility companies in order for them to identify potential conflicts. The preliminary design will include an estimate of probable construction costs for the initial bridge construction projects.

2. Hydraulic Analysis and Flood Plain Permitting

A hydraulic analysis of the preliminary design will be performed to confirm the design capacity of the conveyance improvements and check the impact of the 0.2% Annual Chance Flood. The analysis will be consistent with the design parameters of the Johnson Creek Realignment study. The CITY will provide an electronic copy of the 2D model from the previous study.

The CONSULTANT will submit the hydraulic design of the proposed conveyance improvements (channel and bridge) to the Iowa Department of Natural Resources (IaDNR) for a flood plain permit with the CITY as the applicant and the CONSULTANT as the authorized agent. The hydraulic design will utilize methods accepted by the IaDNR using current backwater and freeboard requirements listed in Section 567, Chapter 72 of the Iowa Administrative Code. The CONSULTANT will provide variance documentation for backwater and freeboard if needed. A final hydraulic report will be assembled to accompany any pertinent engineering data to be submitted to the IaDNR Floodplain Division and Sovereign Lands Division for project approval and permitting. A scour analysis will be performed in accordance with the Iowa DOT Bridge Design Manual.

3. Roadway Detour

The CONSULTANT will communicate with the Hallett Materials and Martin Marietta quarries located on Raccoon River Drive, Dallas County Engineer, on a preferred detour of Raccoon River Drive for the bridge replacement. The CONSULTANT will provide conceptual detour exhibits and supporting documentation for the CITY's coordination efforts with these stakeholders.

If requested, the CONSULTANT will provide load rating evaluation of surrounding bridges around the project location that may be used as a part of a detour route. CONSULTANT assumes these bridges have previously been load rated for the Iowa legal truck configurations (4,3S3A,3-3,3S3B,4S3). Anticipated rating truck configurations include specialized hauling vehicles (SU7) and oversize/overweight trucks hauling equipment in and out of the surrounding rock quarries. The City/County will provide existing plans and current inspection reports for any bridges that require load rating calculations.

F. FINAL DESIGN SERVICES

After approval of the preliminary plans, the CONSULTANT shall prepare construction documents for the PROJECT. CONSULTANT assumes up to two bid lettings and associated final design phases are anticipated for the PROJECT. For scoping purposes, the Raccoon River Drive bridge over Johnson Creek is assumed to be a three-span pretensioned prestressed concrete beam bridge with a 10-degree skew with integral abutments and fully encased steel pile bent piers. The bridge will be similar in nature to the Raccoon River Drive bridge over Sugar Creek. No aesthetic details, special bridge monuments, or lighting are included as part of this project. The bridge over the IAIS Railroad is assumed to be an approximately 200' long, 10-degree skew bridge consisting of standard precast concrete box sections, precast abutments on steel piles, and steel pile bents with precast caps. The construction documents shall include, but not be limited to, the following information:

1. Final Design Plans and Specifications - The CONSULTANT shall complete the final design, plans and specifications for the improvements for the established scope for the PROJECT and shall furnish a copy of these documents to the CITY for review and approval prior to final acceptance. The design documents will follow current CITY requirements, special provisions, and supplemental specifications. SUDAS, West Des Moines supplemental specifications, and the Iowa DOT Standard specifications will be utilized as appropriate. The IAIS RR bridge will utilize IAIS Railroad standards and specifications. Final plans include quantities and tabulations, bid item reference notes, final plan and profile drawings, and geometric design. The plans will be organized in a set

appropriate for a public bid opening through the CITY. All plans will be created with an 11" x 17" sheet size.

2. **Opinion of Probable Construction Costs** - The CONSULTANT will prepare an opinion of the total probable construction costs based upon the design developed. Statements of probable construction costs prepared by the CONSULTANT represent the best judgment as a design CONSULTANT familiar with the construction industry. It is recognized, however, that the CONSULTANT has no control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding or market conditions. Accordingly, the CONSULTANT does not guarantee that any actual cost will not vary from any cost estimate prepared by the CONSULTANT.

G. RIGHT-OF-WAY SERVICES

The CITY shall approve the following right-of-way services before work commences:

1. **Right-of-Way Needs** - The CONSULTANT will specify right-of-way needs for the PROJECT for partial taking acquisition and temporary construction easements.
2. **Right-of-Way Acquisition Plats & Legal Descriptions** - The CONSULTANT shall develop a written file for each of the parcels and complete a legal description of each parcel and right-of-way plat. The stated purpose of such acquisitions, including the type of interest, partial taking, construction easement or permanent easement, to be acquired. Right-of-Way Acquisitions will be for the bridge projects only, not future creek realignment projects.
3. **Right-of-Way acquisition** will be performed by the CITY. The CONSULTANT will provide engineering and land surveying support during the acquisition phase of the project including one property owner meeting per parcel and need limit staking, if requested. Limited condemnation support will be provided if needed such as additional need limit staking prior to condemnation proceedings and condemnation exhibits.

H. BIDDING PHASE

Upon receipt of CITY authorization under the Final Design Phase as described herein, the CONSULTANT shall perform the following services:

1. **Construction Contract Documents** - The PROJECT will be let by the CITY and the CONSULTANT shall supply the necessary documents for this process.

2. Advertising - The CONSULTANT shall answer questions from potential contractors, subcontractor and suppliers, and coordinate with CITY staff during this phase of services.
3. Bidding - The CONSULTANT shall attend the meeting at which bids are received, tabulate the bids and make recommendations to the City Council regarding the awarding of the construction contract to the lowest qualified bidder.
4. The services under this Agreement shall include those required for the construction of the proposed improvements for the PROJECT. Two bid lettings are anticipated for the PROJECT.

II. RESIDENT CONSTRUCTION SERVICES

The CONSULTANT will perform resident construction services for construction of the PROJECT if requested by the CITY.

A. Construction Administration Phase

Upon award of the initial construction contracts, the CONSULTANT will perform the following administrative services during construction of the PROJECT:

1. During the construction phases, the CONSULTANT will specify the testing of materials and administrative procedures as per the CITY's requirements and as directed by the CONSULTANT.
2. Preconstruction Conferences - The CONSULTANT will arrange and conduct a preconstruction conference with the Contractor and CITY, to review the contract requirements, details of construction, utility conflicts and work schedule prior to construction.
3. Periodic Site Observation – The CONSULTANT will visit the construction site, at such times and with such frequency deemed necessary by the CONSULTANT, to (a) observe the progress and (b) determine if the results of the construction work substantially conforms to the drawings and specifications in the Construction Documents. Periodic site Observation does not include observation or administration of the Storm Water Pollution Prevention Plan (SWPPP).
4. Contractor Payment Requests - The CONSULTANT will review the requests of the contractor for progress payments and will approve requests, based on site observations, which authorizes payments and is a declaration that the contractor's work has progressed to the point indicated.

5. Notification of Nonconformance - The CONSULTANT will notify the CITY of any known work which does not conform to the construction contract, make recommendations to the CITY for the correction of nonconforming work and, at the request of the CITY, see that these recommendations are implemented by the contractor.
6. Shop Drawings - The CONSULTANT will review shop drawings and other submissions of the Contractor for general compliance with the construction contract.
7. Change Orders - The CONSULTANT will prepare change orders for approval of the CITY.
8. Substantially Complete and Final Site Observation - The CONSULTANT will perform a site observation to determine if the PROJECT is substantially complete according to the plans and specifications and make recommendation on final payment for each construction phase.
9. During the Construction Services Phase, the CONSULTANT will confer with the CITY's Project Officer to report PROJECT status. A written progress report will be submitted and written in such a way that it is suitable for use as a City Council information item.
10. Forested Wetland/Stream Mitigation Construction - If required by the approved environmental permit to construct stream and forested wetland mitigation, the CONSULTANT will provide construction services to coordinate proper execution of the mitigation plan by the contractor. CONSULTANT will complete an as-built survey and completion report for the mitigation site. A completion report will summarize construction activities and will be submitted to the CITY and the USACE.
11. Forested Wetland Mitigation Annual Monitoring - If required by the USACE, the CONSULTANT will provide follow-up monitoring for the mitigated forested wetlands. Planting success rates, estimation of plant cover, assessments of hydrology and erosion, and overall condition of the wetland will be performed by the CONSULTANT. Recommendations such as additional planting, weeding, and construction modifications may be required to sustain the wetland will be reported to the CITY and the USACE. Monitoring will be performed annually as required by USACE and will be completed for a minimum of five years.

B. Construction Staking

The CONSULTANT will be responsible for providing vertical and horizontal control points for the PROJECT. Remaining construction staking needs will be bid as part of the construction contract.

C. Construction Observation

The CONSULTANT will provide one or more Resident Engineer or Resident Construction Observer for the PROJECT as required during the Construction Phases. If the Contractor requests a waiver of any provisions of the plans and specifications, the CONSULTANT will make a recommendation on the request to the CITY for their determination. No waiver shall be granted if such waiver would serve to reduce the quality of the final product. The CITY shall never be deemed to have authorized the CONSULTANT to consent to the use of defective workmanship or materials. The Construction Observer will give guidance to the PROJECT during the construction periods, including the following:

1. Observation of the work for general compliance with plans and specifications. Observation does not include observation or administration of the Storm Water Pollution Prevention Plan (SWPPP), if any is required for the site, which is the sole responsibility of CITY (See Article IV.B, herein).
2. Keep a record or log of Contractor's activities throughout construction, including notation on the nature and cost of any extra work or changes ordered during construction.
3. Resident Services provide the CITY with representation at the job site during the Construction Phases of the PROJECT which results in increasing the probability that the PROJECT will be constructed in substantial compliance with the plans and specifications, and Contract Documents. However, such Resident Services do not guarantee the Contractor's performance. Resident services do not include responsibility for construction means, controls, techniques, sequences, procedures or safety.
4. Two bid lettings and associated construction observation phases are anticipated for the PROJECT.
5. Construction testing will be provided by the CITY through their on-call services contracts. Moisture and density control tests will be provided by the CITY. Assurance sampling, testing and source inspection required will not be provided by the CONSULTANT.

III. ADDITIONAL SERVICES

A. Changes in Scope of Services

The CITY may request Additional Services from the CONSULTANT not included in the Scope of Services as outlined. Additional Services may include, but not be limited to, expanding the scope of the PROJECT and work to be completed; requesting the development of various documents; or requesting additional work items that increases the CONSULTANT's Services and corresponding costs. Additional Services will be performed as requested in writing by the CITY on an hourly basis in accordance with the CONSULTANT's Standard Fee Schedule.

Additional Services that may be added at the option of the CITY include, but are not limited to, the following:

- Landscape design
- Bridge aesthetic development and public engagement not listed herein
- Biological Assessments
- NEPA documentation
- Studies as required by the Iowa DNR and USACE not listed herein
- Forested wetland/stream monitoring beyond the 5-year monitoring allowance

IV. STORM WATER DISCHARGE COMPLIANCE/HOLD HARMLESS

A. CONSULTANT'S Responsibility

In the event the scope of work to be performed under the terms and conditions of this Agreement includes permitting and creation of an initial storm water pollution prevent plan, then and in that event and notwithstanding any provision to the contrary, CONSULTANT shall not be responsible or liable for compliance with any storm water discharge requirements at the site other than the preparation of the Notice of Intent for Storm Water Discharge Permit No. 2 applicable to the site and creation of the initial storm water pollution prevent plan for the site.

B. CITY'S Responsibility

CITY shall be solely responsible for: a) the submittal of the Notice of Intent; b) the implementation, administration and monitoring of the initial plan; c) making modifications to the initial plan as needed; d) filing the Notice of Discontinuance; and, e) compliance with all NPDES or storm water discharge statutes, rules, regulations or ordinances applicable to the site. Upon CITY'S request,

CONSULTANT will include the initial Storm Water Pollution Prevent Plan as a part of the Construction Documents and will require the Construction Contractor in the Construction Contract to assume all of CITY'S responsibilities set forth in this paragraph.

C. Indemnification

CONSULTANT agrees, to the fullest extent permitted by law, to indemnify and hold CITY harmless against all damages, liabilities or costs including reasonable attorneys' fees and defense costs (hereafter "Claims") to the extent caused by CONSULTANT'S errors, omissions or negligent acts relating to the preparation of the Notice of Intent or creation of the initial storm water pollution prevent plan. CITY shall protect, defend, indemnify and hold CONSULTANT harmless from any and all Claims caused by or in any manner related to: a) any discharges of soil, silt, sediment, petroleum product, hazardous substances or solid waste from the site; and/or b) any alleged violation of any NPDES or storm water discharge statute, rule, regulation or ordinance, unless said Claims were primarily caused by the CONSULTANT'S own negligent acts. CITY shall release, waive and otherwise discharge any and all Claims that CITY may assert against CONSULTANT relating, in any manner, to any discharges from the Site and/or any alleged violation of any NPDES or storm water discharge statute, rule, regulation or ordinance except as set forth above. The covenants and provisions herein shall survive cessation of CONSULTANT'S work on the site.

D. Record Drawings

Record Documents - The CONSULTANT will furnish reproducible record documents for the PROJECT according to City requirements. Such as-builts may contain a waiver of liability phrase regarding unknown changes made by the Contractor without CITY/CONSULTANT approval.

ATTACHMENT 2

PROJECT SCHEDULE

Notice to Proceed	August 22, 2017
Field Survey Complete	October 1, 2017
Johnson Creek Realignment Report Available	October 31, 2017
Preliminary Design Complete	March 31, 2018
Final Design Complete	September 30, 2018
Bidding	October 2018
Construction	December 2018 to May 2019

ATTACHMENT 3

SCHEDULE OF FEES

**SNYDER & ASSOCIATES, INC.
2017-18
STANDARD FEE SCHEDULE**

Billing Classification/Level	Billing Rate
Professional	
<i>Engineer, Landscape Architect, Land Surveyor, Legal, GIS, Environmental Scientist, Project Manager, Planner, Right-of-Way Agent, Graphic Designer</i>	
Principal II	\$196.00 /hour
Principal I	\$185.00 /hour
Senior	\$166.00 /hour
VIII	\$153.00 /hour
VII	\$146.00 /hour
VI	\$140.00 /hour
V	\$130.00 /hour
IV	\$120.00 /hour
III	\$110.00 /hour
II	\$100.00 /hour
I	\$86.00 /hour
Technical	
<i>Technicians--CADD, Survey, Construction Observation</i>	
Lead	\$117.00 /hour
Senior	\$113.00 /hour
VIII	\$105.00 /hour
VII	\$97.00 /hour
VI	\$86.00 /hour
V	\$78.00 /hour
IV	\$72.00 /hour
III	\$60.00 /hour
II	\$52.00 /hour
I	\$45.00 /hour
Administrative	
II	\$60.00 /hour
I	\$49.00 /hour
Reimbursables	
Mileage	<i>current IRS standard rate</i>
Outside Services	<i>As Invoiced</i>

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

DATE: August 21, 2017

ITEM: Resolution approving a Chapter 28E Agreement between the City of West Des Moines, the Board of Trustees of the West Des Moines Water Works, and the City of Norwalk regarding Veterans Parkway Improvements.

FINANCIAL IMPACT: None

BACKGROUND: The City of West Des Moines (“West Des Moines”) is preparing to design and construct the initial lanes of a future six lane roadway (“Veterans Parkway”) which will pass through West Des Moines and the City of Norwalk (“Norwalk”). West Des Moines is also preparing to design and construct a trunk water main parallel to the alignment of Veterans Parkway that the West Des Moines Water Works (WDMWW) will ultimately own and operate. The increased water supply infrastructure is needed to support development in West Des Moines, including a specific project for Microsoft Corporation.

The 28E Agreement was approved by the Norwalk City Council on August 17, 2017, and is being considered for approval by the WDMWW Board of Trustees on August 21, 2017.


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

OUTSTANDING ISSUES (if any): None

RECOMMENDATION: Approve the Chapter 28E Agreement between the City of West Des Moines, the Board of Trustees of the West Des Moines Water Works, and the City of Norwalk regarding Veterans Parkway Improvements.

Lead Staff Member: Richard J. Scieszinski

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	

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING APPROVAL OF A CHAPTER 28E AGREEMENT
BETWEEN THE CITY OF WEST DES MOINES, IOWA, THE WEST DES MOINES
WATER WORKS, AND THE CITY OF NORWALK, IOWA REGARDING THE
VETERANS PARKWAY IMPROVEMENTS**

WHEREAS, the City of West Des Moines, the West Des Moines Water Works and the City of Norwalk have negotiated an agreement in which the City of West Des Moines will undertake, design and construct the initial lanes of a future six lane roadway; and

WHEREAS, the City of West Des Moines will design and construct, and the West Des Moines Water Works will operate a trunk water main, parallel to the alignment of the roadway; and

WHEREAS, all parties to the agreement will benefit from the construction and operation of the improvements.

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

1. The Chapter 28E Agreement by and between the City of West Des Moines, the West Des Moines Waterworks and the City of Norwalk is hereby approved.
2. The Mayor is authorized to sign the 28E Agreement and the City Clerk is directed to attest to the Mayor's signature.
3. Upon execution, the 28E Agreement shall be recorded by the Iowa Secretary of State and a copy of the 28E Agreement shall be provided to each party to the 28E Agreement.

PASSED AND ADOPTED this 21st day of August, 2017.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

**AN AGREEMENT BETWEEN THE CITY OF WEST DES MOINES, IOWA,
THE WEST DES MOINES WATER WORKS, AND THE CITY OF
NORWALK, IOWA REGARDING THE VETERANS PARKWAY
IMPROVEMENTS**

This Chapter 28E Agreement (hereinafter “this “Agreement”) made and entered into by and among the City of West Des Moines, Iowa (“West Des Moines”), the Board of Trustees of the West Des Moines Water Works (“WDMWW”), and the City of Norwalk, Iowa (“Norwalk”) (each a “party” and collectively “the parties”) as of the dates set forth below.

PREAMBLE

WITNESSETH:

WHEREAS, West Des Moines, WDMWW, and Norwalk desire to enter into an Agreement pursuant to Chapter 28E, Iowa Code (2017), to cause, and to undertake the design and construction of the initial lanes of a future six lane roadway (hereinafter “Veterans Parkway”) which will pass through the cities of West Des Moines and Norwalk; and

WHEREAS, West Des Moines will design and construct, and WDMWW will operate a trunk water main (the “Water Improvements”), located parallel to the alignment of Veterans Parkway, in order to upgrade the capacity of the water supply infrastructure needed to support development in certain areas of West Des Moines, including support of a specific project for Microsoft Corporation which has a very high peak demand requirement that cannot be met without such upgrades; and

WHEREAS, to meet the objectives stated above WDMWW needs to increase its capacity to serve current and future customers within the area that it defines as the “South Area Pressure Zone”; and

WHEREAS, a separate 28E Agreement by and among the cities of West Des Moines and Norwalk is already in place which governs the maintenance and repairs of common public improvements such as County Line Road (the “28E Agreement between the City of West Des Moines, Iowa and the City of Norwalk, Iowa filed December 18, 2008. Sec. of State No. 501933”).

NOW THEREFORE, in consideration of the mutual undertakings hereby provided, West Des Moines, WDMWW, and Norwalk hereby agree as follows:

Part I - Joint Exercise of Powers Under
Chapter 28E of the Code of Iowa.

1. **Purpose.** Pursuant to Chapter 28E, Code of Iowa (2017), the Parties agree that the purposes of this Agreement are to provide for: (i) the design, construction, and financing of Veterans Parkway as generally described in Exhibit A at an estimated cost as set forth in Exhibit B, and certain Water Improvements as generally described in Exhibit C at an estimated cost as set forth in Exhibit D (hereinafter referred to collectively as the "Veterans Parkway Improvements – SE Maffitt Lake Road to SE Adams Street (City Project Number 0510-007-2017)"); (ii) the ongoing ownership, operation, use and maintenance of the Veterans Parkway Improvements – SE Maffitt Lake Road to SE Adams Street (City Project Number 0510-007-2017); and (iii) the initial construction, financing, ongoing ownership, operation, use and maintenance of specific Veterans Parkway Improvements – SE Maffitt Lake Road to SE Adams Street (City Project Number 0510-007-2017). All of the foregoing shall provide water to support development in certain areas of West Des Moines including, but not limited to, support of a specific project for Microsoft Corporation. The parties further agree that a further purpose of this Agreement is to jointly exercise their respective powers as required for construction, ownership and use of the Veterans Parkway Improvements and related matters.

2. **Scope.** The Veterans Parkway Improvements-SE Maffitt Lake Road to SE Adams Street (City Project Number 0510-007-2017) shall consist of the construction of the initial lanes of a future six lane roadway and the construction of 24 inch diameter or smaller water transmission main as generally described in Exhibits A and C. The water transmission main will generally parallel the Veterans Parkway alignment and is intended to support the needs of West Des Moines, with ownership, use, and costs allocated as provided herein.

- a. Veterans Parkway shall be designed and constructed by West Des Moines and that section which crosses through the City of Norwalk shall be owned by Norwalk as provided in Part III. The costs of design and construction shall be fully paid by West Des Moines.
- b. The Water Improvements shall be designed and constructed by West Des Moines and operated by WDMWW as provided in Part II. The costs of design and construction shall be fully paid by West Des Moines.

3. **28E Finding.** The parties agree that the Veterans Parkway Improvements are improvements that require appropriate regional planning, and, in conformity with Section 28E.18, Code of Iowa (2017) that there are no suitable facilities available for rent or sharing in lieu of the Veterans Parkway Improvements.

4. Effective Date. Pursuant to Section 28E.8 of the Code of Iowa (2017), the parties agree that this Agreement shall be effective upon its approval and execution by all parties and its filing with the Iowa Secretary of State (the “Effective Date”).

5. Designated Administrator. The parties agree that the City Engineer of the City of West Des Moines (hereinafter "the WDM City Engineer") shall be designated as the sole administrator of this Agreement for purposes of the design and construction of the Veterans Parkway Improvements, as provided by Section 28E.6 of the Code of Iowa. Each party shall otherwise separately administer its own activities.

6. No Entity. No separate entity is created hereby.

7. Individual Ownership and Responsibility. Except as otherwise explicitly provided herein, each party shall at all times hold and own its respective properties. Each party shall be solely authorized to supervise, direct, and manage their own activities and the activities of their respective employees and agents hereunder. Each party shall retain sole responsibility and liability for its own acts and omissions hereunder and for the acts and omissions of their respective employees and agents hereunder, and each party waives subrogation against the other for all claims, suits, damages, and demands which are covered by any insurance, including but not limited to property, casualty and workers compensation insurance.

Part II - Responsibilities.

1. West Des Moines Responsibilities. West Des Moines shall be responsible for the following:

- a. Design of the Veterans Parkway Improvements – SE Maffitt Lake Road to SE Adams Street (City Project Number 0510-007-2017). West Des Moines shall be responsible for the design of the Veterans Parkway Improvements-SE Maffitt Lake Road to SE Adams Street (City Project Number 0510-007-2017) in conformance with West Des Moines’ and WDMWW’s current standard specifications and for obtaining all required easements, permits, permissions and other things required for the proper construction of the initial lanes of Veterans Parkway and the Water Improvements. Such design may provide for such number of separate contracts as West Des Moines shall determine in its sole discretion shall best provide for the efficient construction of the Veterans Parkway Improvements – SE Maffitt Lake Road to SE Adams Street (City Project Number 0510-007-2017) and shall include detailed Plans and Specifications and an Engineer’s cost estimate for each project included within the Veterans Parkway Improvements – SE Maffitt Lake Road to SE

Adams Street (City Project Number 0510-007-2017). Such Plans and Specifications may provide for West Des Moines to procure and supply materials or equipment to the contractor.

- b. Construction of Veterans Parkway Improvements – SE Maffitt Lake Road to SE Adams Street (City Project Number 0510-007-2017). West Des Moines shall contract, in its sole name, for the construction of the Veterans Parkway Improvements – SE Maffitt Lake Road to SE Adams Street (City Project Number 0510-007-2017) as provided by law for public improvements, including a public bidding process in accordance with law. West Des Moines agrees to notify Norwalk and WDMWW of the bid opening date for all work for which West Des Moines will take bids in connection with the Veterans Parkway Improvements –SE Maffitt Lake Road to SE Adams Street (City Project Number 0510-007-2017). Norwalk and WDMWW may each designate a representative to attend such bid openings.
 - c. Right-of-Way. West Des Moines will acquire the necessary right-of-way required to construct the initial lanes of Veterans Parkway. For that section of right-of-way which is located within Norwalk, West Des Moines shall act as Norwalk’s agent for purposes of property acquisition, including any use of eminent domain authority. The costs of property acquisition shall be fully paid by West Des Moines. The acquiring agency shall retain the right to sell or otherwise dispose of any excess right-of-way upon completion of the Veterans Parkway Improvements.
2. Norwalk responsibilities. Norwalk shall be responsible for the following:
- a. Right-of-Way. Norwalk agrees that West Des Moines shall act as its agent for purposes of property acquisition related to the necessary right-of-way for the initial lanes of Veterans Parkway. Norwalk will acquire the additional right-of-way required to complete the widening of Veterans Parkway from the initial construction to six lanes at such time as the roadway capacity is at or near its limit (10,000 vehicles per day). The costs of this property acquisition shall be fully paid by Norwalk. The acquiring agency shall retain the right to sell or otherwise dispose of any excess right-of-way upon completion of the Veterans Parkway Improvements.
 - b. Detour. During construction of the Veterans Parkway Improvements – SE Maffitt Lake Road to SE Adams Street (City Project Number 0510-007-2017), Norwalk will provide for a detour on certain streets, including but not limited to, Orilla Road, County Line Road, 50th Avenue, and Warren County G14.

- c. Access. Norwalk shall allow unrestricted access to the Veterans Parkway right of way to WDMWW for construction, maintenance and operation of the trunk water main and appurtenances.
- d. Protection of Water Main. Norwalk shall limit placement of all subsequent installed utilities to provide a minimum three feet of horizontal and two feet of vertical separation from the water transmission main, or as required by Iowa Code, whichever is more restrictive.

3. WDMWW responsibilities. WDMWW shall be responsible for reviewing the design of the Water Improvements and verifying that the improvements are in conformance with WDMWW current standards. Such design may provide for such number of separate contracts as West Des Moines shall determine in its sole discretion shall best provide for the efficient construction of the water infrastructure improvements. WDMWW shall be responsible for operating the Water Improvements once they are completed.

Part III – Ownership and Use of Veterans Parkway Improvements and Other Facilities.

1. West Des Moines Ownership. West Des Moines shall have and shall maintain all ownership of the Veterans Parkway Improvements, excepting the Water Improvements, contained within the corporate boundaries of West Des Moines during the term of this Agreement and thereafter. West Des Moines shall have sole responsibility for maintenance, repair, improvements, and the costs thereof to operate the facilities, excepting the Water Improvements, which it owns during the period of its ownership.

2. Norwalk Ownership. Norwalk shall have and shall maintain all ownership of the Veterans Parkway Improvements, excepting the Water Improvements, contained within the corporate boundaries of Norwalk during the term of this Agreement and thereafter. Norwalk shall have sole responsibility for maintenance, repair, improvements, and the costs thereof to operate the facilities, excepting the Water Improvements, which it owns during the period of its ownership.

3. Water Improvements. West Des Moines shall own the Water Improvements for the benefit of WDMWW. WDMWW shall have sole responsibility for maintenance, repair, improvements, and the costs thereof to operate the Water Improvements.

- a. West Des Moines and WDMWW shall in separate agreement, determine the method of financing and repayment for the Water Improvements constructed as part of the Veterans Parkway Improvements project.

- b. Connection to or use of Water Improvements to service customers outside West Des Moines is prohibited without written authorization from WDMWW.

4. Documentation. The rights of ownership and use as provided in this Part III shall be deemed documented of record by this Agreement.

5. Other Improvements. Nothing contained herein shall limit WDMWW's ability to increase future water distribution or production assets, including construction of additional infrastructure to connect pressure zones, etc.

Part IV –Term and Termination of Agreement

1. Term. This Agreement shall commence on the Effective Date and, except for those provisions concerning access for maintenance and operations and protection or use of Water Improvements that will survive termination, shall terminate when the Veterans Parkway Improvements have been fully completed, including the widening of the roadway to a full six lanes. The parties shall file a statement of termination after such date with the Iowa Secretary of State.

2. Termination. In the event that any party determines that another has defaulted in the performance of its obligations hereunder, the aggrieved party may declare that default has occurred and give notice thereof to the defaulting party. Notice of default shall be given in writing, shall specify the nature of the default and the provision of the Agreement involved, and shall specify what action is required of the defaulting party to correct the default. The defaulting party shall have 30 days from the date of its receipt of the notice of default to correct the default. If at the end of said 30-day period, the default has not, in the opinion of the aggrieved party, been corrected, that party may thereupon pursue its remedies as provided herein. In the event of default by one party in the performance of any material provision of this Agreement, the other party may, at its option, after declaring default and giving notice thereof, terminate this Agreement or seek specific performance of its provisions. A party seeking termination of this Agreement due to a default in performance by the other party shall also be entitled to seek damages for such default.

Part V - General Provisions.

1. Indemnification. Each party ("Indemnifying Party"), to the fullest extent permitted by law, hereby agrees to indemnify, defend, pay on behalf of, and hold harmless the other party, and its elected officials, its appointed officials, agents, employees and volunteers, and others

working on behalf of such party (“Indemnities”), against any and all claims, demands, suits, damages or losses, together with any and all outlay and expense connected therewith including, but not limited to, attorneys’ fees and court costs, that may be asserted or claimed against, recovered from or suffered by the Indemnities by reason of any injury or loss arising out of any wrongful act or omission of the Indemnifying Party, including, but not limited to, bodily injury or death, property damage, including loss of use thereof, and economic damages that arise out of or are in any way connected to this Agreement. No party shall have any right of indemnity for damages or claims proximately cause by its own negligent or intentionally wrongful acts. Each party’s agreements and obligations as set forth in this Paragraph are applicable for the duration of and following expiration or termination of this Agreement, regardless of the manner of termination, and notwithstanding other provisions of this Agreement.

2. Insurance. Each party shall procure and maintain its own insurance. West Des Moines shall require all contractors and subcontractors to have and maintain bonds and insurance as set forth in applicable contract documents.

3. Notices and Invoices. All notices, invoices and reimbursement requests which the parties are authorized or required to give one another pursuant to this Agreement shall be in writing and may be personally delivered or sent by ordinary mail to the addresses hereafter provided. Mailed notices and invoices shall be deemed to be received by the party to whom directed when they are postmarked. Such notices and invoices shall be delivered or mailed to the following persons at the addresses listed:

Notices to West Des Moines:

City Manager
City of West Des Moines
PO Box 65320
4200 Mills Civic Pkwy
West Des Moines, Iowa 50265-0320

Notices to WDMWW:

General Manager
West Des Moines Water Works
4200 Mills Civic Pkwy
Suite 1D
West Des Moines, Iowa 50265-0320

Notices to Norwalk:

City Manager

City of Norwalk
705 North Avenue
Norwalk, IA 50211

4. Interpretation. If any section, provision or article of this Agreement shall be found to be invalid or unconstitutional, such finding shall not affect the validity of the Agreement as a whole or any section, provision or article thereof not found to be invalid or unconstitutional.

CITY OF WEST DES MOINES, IOWA

By: _____
Steven K. Gaer, Mayor

Attest: _____
Tom Hadden, City Manager

Date: _____

BOARD OF WATER WORKS TRUSTEES
OF THE WEST DES MOINES WATER
WORKS, WEST DES MOINES, IOWA

By: _____
_____, Board Chair

Attest: _____
Diana Wilson, General Manager

Date: _____

CITY OF NORWALK, IOWA

By: _____,
_____, Mayor

Attest: _____,
_____, City Manager

Date: _____

01389599-1\11333-280

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

DATE: August 21, 2017

ITEM: Resolution - Establishing just compensation and approving the acquisition of property for the Alluvion Water Booster Station

FINANCIAL IMPACT: Unknown – payable from Alluvion TIF revenue

BACKGROUND: In conjunction with the construction and operation of Microsoft Alluvion, the City, on behalf of West Des Moines Water Works, will construct a water booster station near South 11th Street and Veteran’s Parkway. Property necessary for construction of the booster station has been identified. The attached resolution establishes the just compensation and authorizes acquisition of the property.




OUTSTANDING ISSUES (if any): None

RECOMMENDATION:

Adopt Resolution establishing just compensation and approving the acquisition of property for the Alluvion Water Booster Station

Lead Staff Member: Richard J. Scieszinski, City Attorney

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	N/A		
Date Reviewed			
Recommendation	Yes	No	Split

Prepared by and Return to: R.J. Scieszinski, 4200 Mills Civic Parkway, West Des Moines, IA 515-222-3614

**RESOLUTION ESTABLISHING JUST COMPENSATION AND APPROVING THE
ACQUISITION OF PROPERTY FOR THE ALLUVION WATER BOOSTER STATION,
PROJECT NO. 0510-027-2015**

WHEREAS, the City Council of the City of West Des Moines, Iowa approved funding for a public improvement project on behalf of and to be operated by the West Des Moines Water Works known as:

**ALLUVION WATER BOOSTER STATION PROJECT,
PROJECT NO. 0510-027-2015;**

and

WHEREAS, it is necessary to acquire property from private owners for construction of the Project, and

WHEREAS, acquisition of property by the City through purchase, condemnation or gift based upon the fair market value of the property, as determined by an M.A.I. designated appraiser, is necessary and appropriate.

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

1. Pursuant to the property acquisition policy of the City of West Des Moines, acquisition of all property on behalf of the West Des Moines Water Works pursuant to the plans and specifications of the City Engineering Services Department for the construction of improvements for the Alluvion Water Booster Station, Project No. 0510-027-2015 is hereby approved.
2. 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.
3. City staff is further authorized to acquire the property through voluntary acquisition or gift based upon the fair market value of each property as determined by the M.A.I.

appraisal or compensation estimate, which upon the appraisals/estimates completion are hereby approved. Copies of the appraisals and/or condemnation estimates shall be on file in the Office of the City Clerk.

4. 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.

PASSED AND ADOPTED this 21st day of August, 2017.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

AQUISITION SURVEY

SURVEY PREPARED FOR:
 City of West Des Moines
 Proj. No. 0510-027-215 - Alluvion Water Booster Station

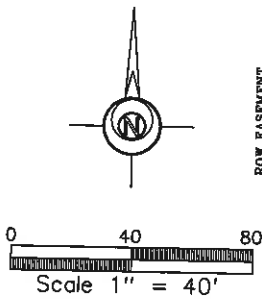
LOCATION:
 Veterans Parkway and SE 11th Street
 West Des Moines, Iowa

DATE: 8/18/16 DRAFTER: VP
 REVISION DATE: PROJECT NO: 16372
 DATE OF SURVEY FIELDWORK: 4/20/16

NW COR NE1/4 SE1/4
 SEC 27-78-25
 FND PK NAIL

Current Owner of Record:
 Harold B & Francis L Thomas (Deed 25 Page 103)
 Legal Description - Acquisition Parcel #5
 All that part of the Southwest Quarter of the Southeast Quarter (SW1/4 SE1/4) of Section 27, Township 78 North, Range 25 West of the 5th P.M., City of West Des Moines, Polk County, Iowa, more particularly described as follows: Beginning at the Southeast corner of said SW1/4 SE1/4, thence North 89°44'23" West, along the South line of said SW1/4 SE1/4, a distance of 33.00 feet; thence North 00°00'29" West, a distance of 192.86 feet; thence South 89°46'43" East, a distance of 33.00 feet; thence South the East line of said SW1/4 SE1/4, a distance of 200.00 feet, to the Point of Beginning, and containing 6,600 square feet or 0.15 acres of land, more or less.

Current Owner of Record:
 Hurd Real Estate Services (Deed 10720 Page 422)
 Legal Description - Acquisition Parcel #6
 All that part of the Southeast Quarter of the Southeast Quarter (SE1/4 SE1/4) of Section 27, Township 78 North, Range 25 West of the 5th P.M., City of West Des Moines, Polk County, Iowa, more particularly described as follows: Beginning at the Southwest corner of said SE1/4 SE1/4, thence North 00°00'29" West, along the west line of said SE1/4 SE1/4, a distance of 200.00 feet; thence South 89°46'43" East, a distance of 60.86 feet; thence South 18°26'26" East, a distance of 134.45 feet; thence South 69°48'56" East, a distance of 1.33 feet; thence South 00°00'29" East, a distance of 72.62 feet, to a point on the South line of said SE1/4 SE1/4; thence North 89°46'43" West a distance of 104.72 feet, to the Point of Beginning, and containing 18,067 square feet or 0.41 acres of land, more or less.



Kent Acheson
 BK 15342 PG 194

ROW EASEMENT
 BK 2888 PG 539
 GRANTOR: THOMAS

ROW EASEMENT
 BK 1791 PG 195

ORIGINAL 33' ROW

ORIGINAL 33' ROW

ORIGINAL 33' ROW

ROW EASEMENT
 E12 W45 SE SE
 BK 3132 PG 470
 GRANTOR: ABILD

Acquisition Parcel #6
 20944 sq ft
 0.48 acres

Hurd Real Estate Serv.
 BK 10720 PG 422

ROW EASEMENT
 BK 2914 PG 601
 GRANTOR: ABILD

ROW EASEMENT
 BK 1779 PG 514
 GRANTOR: ABILD

ORIGINAL 33' ROW

SW 1/4 COR SEC 27-78-25
 FND PK NAIL W/ W/ NASHER 10913

SW COR SE1/4 SE1/4
 SEC 27-78-25
 FND 1/2" IR
 POS Acquisition Parcel #5
 & Acquisition Parcel #6

SE COR SEC 27-78-25
 FND PK NAIL

I HEREBY CERTIFY THAT THIS SURVEYING DOCUMENT WAS PREPARED AND THE RELATED WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION, AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

VINCENT E. PIACENTINI, IOWA LIC. NO 15982 DATE _____
 MY LICENSE RENEWAL DATE IS DECEMBER 31, 2016.
 ADDITIONAL PAGES CERTIFIED (NONE UNLESS INDICATED HERE)



SYMBOLS LEGEND:

R. RECORDED DISTANCE
 M. MEASURED DISTANCE
 ● CORNER MONUMENT FOUND
 ○ SET 1/2" IR YC 15982
 UNLESS NOTED
 ▲ SECTION CORNER FOUND
 △ SECTION CORNER SET
 1/2" IR YC 15982
 UNLESS NOTED
 P.O.C. POINT OF COMMENCEMENT
 P.O.B. POINT OF BEGINNING

* ALL CAPS ARE YELLOW PLASTIC UNLESS OTHERWISE INDICATED.

ABACI CONSULTING, INC.
 CIVIL ENGINEERING - LAND SURVEYING
 101 NE CIRCLE DR., GRIMES, IOWA 50111, PH. (515)886-5048

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

DATE: August 21, 2017

ITEM: Resolution - Establishing just compensation and approving the acquisition of property necessary for the extension of E.P. True Parkway

FINANCIAL IMPACT: Undetermined



BACKGROUND: A condition of approval for the Della Vita residential subdivision immediately west of 88th Street requires construction of E.P. True Parkway for use as public right-of-way. The attached resolution establishes just compensation and authorizes acquisition of property necessary for construction of E.P. True Parkway.

OUTSTANDING ISSUES (if any): None

RECOMMENDATION: Adopt Resolution establishing just compensation and approving the acquisition of property for the construction of E.P. True Parkway west of 88th Street.

Lead Staff Member: Richard J. Scieszinski, City Attorney

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Development and Planning		
Date Reviewed	Spring, 2017		
Recommendation	Yes		

RESOLUTION ESTABLISHING JUST COMPENSATION AND APPROVING THE ACQUISITION OF PROPERTY NECESSARY FOR THE EXTENSION OF E.P. TRUE PARKWAY WEST OF 88TH STREET

WHEREAS, the City Council of the City of West Des Moines, Iowa approved funding for the acquisition of property necessary for the extension of E.P. True Parkway west of 88th Street, to be done in conjunction with the Della Vita subdivision project; and

WHEREAS, it is necessary to acquire property from private owners for construction of the roadway; and

WHEREAS, acquisition of property by the City through purchase, condemnation or gift based upon the fair market value of the property, as determined by an M.A.I. designated appraiser, is necessary and appropriate.

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

1. Pursuant to the property acquisition policy of the City of West Des Moines, acquisition of all property necessary for the construction of E.P. True Parkway west of 88th Street done in conjunction with the development of the Della Vita subdivision project is hereby approved.
2. City staff is authorized to acquire M.A.I. appraisals or formulate compensation estimates establishing the fair market value of the property necessary for construction of the roadway.
3. City staff is further authorized to acquire the property through voluntary acquisition or gift based upon the fair market value of each property as determined by the M.A.I. appraisal or compensation estimate, which upon the appraisals/estimates completion are hereby approved. Copies of the appraisals and/or condemnation estimates shall be on file in the Office of the City Clerk.
4. 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.

PASSED AND ADOPTED this 21st day of August, 2017.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

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

DATE: August 21, 2017

ITEM: Resolution - Approval and Acceptance of Purchase Agreements and Conveyance of Property Interests for the Ashworth Road - Phase I Improvements Project

FINANCIAL IMPACT: \$6,155.00 (previously budgeted)

SYNOPSIS: Property interests necessary for the Ashworth Road - Phase I Improvements Project have been acquired through a negotiated purchase agreement at the appraised fair market value from the owner shown on Exhibit "A", with additional costs not reflected in the appraisals shown in bold. The attached resolution approves the purchase agreement and, for policy and title purposes, formally accepts the property interests and authorizes the filing of all relevant documents. Costs associated with acquisition of the property interests will be paid from Account No. 500.000.000.5550.730, Project No. 0510 044 2015.

OUTSTANDING ISSUES (if any): None

RECOMMENDATION:

Adopt Resolution Approving and Accepting Purchase Agreements and Conveyance of Property Interests to the City of West Des Moines for the Ashworth Road - Phase I Improvements Project.

Lead Staff Member: Brian J. Hemesath, P.E., Interim City Engineer *BJA*

STAFF REVIEWS

Department Director	Richard J. Scieszinski, City Attorney <i>RS</i>
Appropriations/Finance	<i>RS</i>
Legal	<i>RS</i>
Agenda Acceptance	<i>(M)</i>

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

Prepared by/return to: R.J. Scieszinski, PO Box 65320, West Des Moines, IA 50265 (515) 222-3614

RESOLUTION NO. _____

**AUTHORIZING APPROVAL AND ACCEPTANCE OF PURCHASE AGREEMENTS
AND CONVEYANCE OF PROPERTY INTERESTS FOR THE CONSTRUCTION OF
THE ASHWORTH ROAD - PHASE I IMPROVEMENTS PROJECT,
PROJECT NUMBER 0510-044-2015**

WHEREAS, on November 2, 2015, the City Council approved the acquisition of property, including agricultural property, for the Ashworth Road – Phase I Improvements Project; and

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

WHEREAS, the City of West Des Moines has negotiated purchase agreements for the acquisition of property interests necessary for the Project; and

WHEREAS, the names of the property owners and the fair market value of the property to be acquired through purchase agreements are attached hereto as **Exhibit “A”** and made a part of this resolution; and

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

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

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

1. The documents described above conveying property interests to the City of West Des Moines, Iowa, are hereby approved and accepted.

2. The City Clerk is directed to certify the Council's approval and acceptance.
3. The City Attorney is authorized to take all steps necessary and consistent with the Purchase Agreements to acquire the property interests.
4. The documents shall be filed with the county recorder as appropriate.
5. The Director of Finance is authorized to make payment to the property owners shown on the attached **Exhibit "A"** pursuant to the terms and conditions of the Purchase Agreements.

PASSED AND ADOPTED this 21st day of August, 2017.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson
City Clerk

Exhibit "A"

**ASHWORTH ROAD – PHASE I IMPROVEMENTS
WDM PROJECT NO. 0510-044-2015**

<u>PARCEL #</u>	<u>PROPERTY OWNER</u>	<u>ACQUIRED PRICE-FMV</u>	
21	Lutheran Church of Hope c/o Kelly Hamborg 7760 Ashworth Road (formerly owned by Scott Wolfswinkel)	\$6,155.00	*compensation increased from \$3 to \$4/sf, resulting in additional \$605 for temporary easement; also includes additional \$500 for administrative settlement
	TOTAL	\$6,155.00	

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

DATE: August 21, 2017

ITEM: Resolution - Approval and Acceptance of Purchase Agreements and Conveyance of Property Interests for the Ashworth Road - Phase 2 Improvements Project

FINANCIAL IMPACT: \$37,985.00 (previously budgeted)

SYNOPSIS: Property interests necessary for the Ashworth Road - Phase 2 Improvements Project have been acquired through negotiated purchase agreements at the appraised fair market value from the owners shown on **Exhibit "A"**, with additional costs not reflected in the appraisals shown in bold. The attached resolution approves the purchase agreements and, for policy and title purposes, formally accepts the property interests and authorizes the filing of all relevant documents. Costs associated with acquisition of the property interests will be paid from Account No. 500.000.000.5550.730, Project No. 0510 029 2016.

OUTSTANDING ISSUES (if any): None

RECOMMENDATION:

Adopt Resolution Approving and Accepting Purchase Agreements and Conveyance of Property Interests to the City of West Des Moines for the Ashworth Road - Phase 2 Improvements Project.

Lead Staff Member: Brian J. Hemesath, P.E., Interim City Engineer *BOA*

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

RESOLUTION NO. _____

**AUTHORIZING APPROVAL AND ACCEPTANCE OF PURCHASE AGREEMENTS AND
CONVEYANCE OF PROPERTY INTERESTS FOR THE CONSTRUCTION OF THE
ASHWORTH ROAD - PHASE 2 IMPROVEMENTS PROJECT,
PROJECT NUMBER 0510-029-2016**

WHEREAS, on July 10, 2017, the City Council approved the acquisition of property, including agricultural property, for the Ashworth Road – Phase 2 Improvements Project; and

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

WHEREAS, the City of West Des Moines has negotiated purchase agreements for the acquisition of property interests necessary for the Project; and

WHEREAS, the names of the property owners and the fair market value of the property to be acquired through purchase agreements are attached hereto as **Exhibit “A”** and made a part of this resolution; and

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

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

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

1. The documents described above conveying property interests to the City of West Des Moines, Iowa, are hereby approved and accepted.
2. The City Clerk is directed to certify the Council’s approval and acceptance.
3. The City Attorney is authorized to take all steps necessary and consistent with the Purchase Agreements to acquire the property interests.

4. The documents shall be filed with the county recorder as appropriate.
5. The Director of Finance is authorized to make payment to the property owners shown on the attached **Exhibit "A"** pursuant to the terms and conditions of the Purchase Agreements.

PASSED AND ADOPTED this **21st** day of **August, 2017**.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson
City Clerk

Exhibit "A"

**ASHWORTH ROAD – PHASE 2 IMPROVEMENTS
WDM PROJECT NO. 0510-029-2016**

<u>PARCEL #</u>	<u>PROPERTY OWNER</u>	<u>ACQUIRED PRICE- FMV</u>
12	MTM Properties LLC c/o Richard and Tara Makohoniuk 8220 Ashworth Road	\$8,750.00
17	MTM Properties LLC c/o Richard and Tara Makohoniuk 8380 Ashworth Road	\$17,300.00
14	Gerald and Shirley McClure 8270 Ashworth Road	\$11,935.00
	TOTAL	\$37,985.00

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

DATE: August 21, 2017

ITEM: Resolution - Approval of Tenant Purchase-Agreement for the Project Osmium Public Infrastructure

FINANCIAL IMPACT: \$2,500.00 (previously budgeted)

SYNOPSIS: The City of West Des Moines is acquiring property, including any leasehold interests, necessary for the Project Osmium Public Infrastructure (Veterans Parkway: SE Maffitt Lake Road to SE Adams Street, Project No. 0510-007-2017). A purchase agreement has been reached with one of the tenants on property owned by Randall and Dawn Archer. The agreement includes compensation for leasehold interest. The name of the tenant and compensation to be paid is shown on attached **Exhibit "A"**. Costs associated with acquisition of the property interest will be paid from Account No. 500.000.000.5550.730, Project No. 0510 007 2017.

OUTSTANDING ISSUES (if any): None

RECOMMENDATION: Approve the Tenant Purchase Agreement for the acquisition of a property interest necessary for the Project Osmium Public Infrastructure.

Lead Staff Member: Brian J. Hemesath, P.E., Interim City Engineer *POA*

STAFF REVIEWS

Department Director	Richard J. Scieszinski, City Attorney <i>JS</i>
Appropriations/Finance	<i>JS</i>
Legal	
Agenda Acceptance	<i>WR</i>

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	
Date Reviewed	
Recommendation	

RESOLUTION NO.

AUTHORIZING APPROVAL AND ACCEPTANCE OF TENANT PURCHASE AGREEMENT FOR THE PROJECT OSMIUM PUBLIC INFRASTRUCTURE (VETERANS PARKWAY: SE MAFFITT LAKE ROAD TO SE ADAMS STREET, PROJECT NO. 0510-007-2017)

WHEREAS, on June 26, 2017, the City Council of the City of West Des Moines, Iowa established the fair market value and authorized the acquisition of property and easements, including any leasehold interests, necessary for the construction of the Project Osmium Public Infrastructure (Veterans Parkway: SE Maffitt Lake Road to SE Adams Street, Project No. 0510-007-2017); and

WHEREAS, the City of West Des Moines has negotiated a purchase agreement with one of the tenants on property owned by Randall and Dawn Archer for acquisition of property necessary for the Project; and

WHEREAS, the name of the tenant and the just compensation of the leasehold interest to be acquired is attached hereto as **Exhibit "A"** and made a part of this resolution; and

WHEREAS, approval of the tenant purchase agreement which is on file with the West Des Moines City Clerk is in the best interest of the City of West Des Moines.

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

1. The Tenant Purchase Agreement necessary for the acquisition of a leasehold interest for the Project Osmium Public Infrastructure (Veterans Parkway: SE Maffitt Lake Road to SE Adams Street, Project No. 0510-007-2017) is hereby approved.
2. The Mayor is authorized to sign and the City Clerk is directed to attest to the Mayor's signature on the Tenant Purchase Agreement and execute all other necessary documents for the acquisition of property for the Project.

3. The City Legal Department is authorized to take all steps necessary consistent with the Tenant Purchase Agreement to acquire the property.
4. The Director of Finance is authorized to make payment to the tenant shown on the attached **Exhibit "A"** pursuant to the terms and conditions of the Tenant Purchase Agreement.

PASSED AND ADOPTED this **21st** day of **August, 2017**.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson
City Clerk

Exhibit "A"

**PROJECT OSMIUM PUBLIC INFRASTRUCTURE
(VETERANS PARKWAY: SE MAFFITT LAKE ROAD TO SE ADAMS STREET,
PROJECT NO. 0510-007-2017)**

<u>PARCEL #</u>	<u>PROPERTY OWNER</u>	<u>LEASEHOLD INTEREST REIMBURSEMENT</u>
12	Cheryl L. Sanders 8386 South Orilla Road (Randall and Dawn Archer, Owner)	\$2,500.00
	TOTAL	\$2,500.00

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

ITEM: A RESOLUTION SUBMITTING THE QUESTION OF THE IMPOSITION OF A LOCAL OPTION SALES AND SERVICES TAX AND REVENUE ALLOCATION STATEMENT TO THE VOTERS OF THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA

DATE: 8-21-2017

FINANCIAL IMPACT: Revenue to be collected through Dallas County, by way of one cent per dollar in revenue sales collected.

BACKGROUND: The Dallas County Board of Supervisors accepted a valid petition of signatures which required a countywide referendum on a one cent local option sales and service tax increase. Portions of West Des Moines located in Dallas County will be entitled to vote on this issue. Should the West Des Moines City Council choose not to include specific ballot language, it would default to Iowa code language which states, "100% to any lawful purpose".

OUTSTANDING ISSUES (if any):

RECOMMENDATION: Approval of resolution and submit West Des Moines ballot language to Dallas County Auditor, to prepare November ballots.

Lead Staff Member: Dick Scieszinski, Tom Hadden, Jamie Letzring

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	

RESOLUTION NO. _____

A RESOLUTION SUBMITTING THE QUESTION OF THE IMPOSITION OF A LOCAL OPTION SALES AND SERVICES TAX AND REVENUE ALLOCATION STATEMENT TO THE VOTERS OF THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA

WHEREAS, Iowa Code 423B requires a county board of supervisors to direct within thirty days the county commissioner of elections to submit the question of imposition of a local sales and service tax to the registered voters of the incorporated and unincorporated areas of the county upon receipt of a petition signed by the eligible electors of the county equal in number to five percent of the persons in the county who voted in the last preceding general election; and

WHEREAS, following receipt of a valid petition of the eligible voters of Dallas County, Iowa regarding the imposition of a one percent local option sales tax, on July 24, 2017 the Dallas County Board of Supervisors directed the Dallas County Commissioner of Elections to set an election for the voters of Dallas County to consider imposition of a one percent local option sales and services tax; and

WHEREAS, the Commissioner of Elections has set November 7, 2017 as the election date for consideration of imposition of the local option sales and services tax; and

WHEREAS, as a municipality in which a portion of its corporate limits are located within the jurisdiction of Dallas County, the voters of West Des Moines residing in Dallas County are eligible to vote in the election; and

WHEREAS, Iowa Code 423B provides each jurisdiction in which the vote will be taken the ability to include in the ballot measure a statement regarding the manner in which the revenue from the sales and services tax will be allocated; and

WHEREAS, following input and discussion, the City Council of the City of West Des Moines has determined that an appropriate allocation of revenue to be derived from the implementation of the one percent local option sales and services tax is for direct city property tax reduction and all legal uses authorized by the state of Iowa, including use for public parks, recreational facilities and trails, public safety, and public infrastructure; and

WHEREAS, the City Council has further determined that it is in the best interest of the City that the ballot measure for the implementation of the local option sales and services tax not contain a sunset provision regarding its termination.

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

1. The ballot measure to be submitted at the general election of November 7, 2017 to the eligible voters of West Des Moines residing in that portion of the city located in Dallas County, Iowa regarding the imposition of a one percent local sales and service tax as authorized by Iowa Code 423B shall include the following:

- a. Revenue from the one percent sales and services tax shall be allocated as follows:
 - i. 50% of revenue will be applied directly to city property tax reduction for all property tax payers in West Des Moines;
 - ii. 50% of revenue will be applied to legal uses authorized by the state of Iowa, including construction of public parks, recreational facilities and trails; public infrastructure construction; and public safety expenditures.
 - b. Shall the City of West Des Moines impose a local sales and services tax at the rate of one (1) percent in the incorporated area of West Des Moines located in Dallas County, Iowa, to become effective July 1, 2018?
YES ___ or NO ___.
2. The foregoing ballot measure shall be provided to the Dallas County Commissioner of Elections for inclusion in the November 7, 2017 general election.

PASSED AND ADOPTED this 21st day of August, 2017.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

**CITY OF WEST DES MOINES
MEMORANDUM**

TO: Honorable Mayor Gaer and Members of the City Council
FROM: Brian Portz, Planner *BP*
DATE: August 21, 2017
RE: Item 5a – Jordan Creek Business Park – Specific Plan Amendment to allow indoor self-storage

The applicant is asking for another deferral of item 5a, Jordan Creek Business Park – Specific Plan Amendment to the September 5, 2017 City Council meeting to allow additional time to respond to adjacent business' concerns about the project.

Recommendation: Continuation of Item 5a to the September 5, 2017 City Council meeting.

cc. Lynne Twedt, Director of Development Services
Tom Hadden, City Manager

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

Date: August 21, 2017

ITEM: Villas on Ashworth, 8585 Ashworth Road – Amend the Comprehensive Plan Land Use Map from Office (OF) to High Density Residential (HD) and Community Commercial (CMC) and designate Residential High Density (RH-15) zoning (up to 15 dwelling units per acre) and Community Commercial (CMC) zoning – Folsom-WDM, LLC – CPA-003509-2017/ZC-003510-2017 (Continued from the July 24, 2017 City Council Meeting)

RESOLUTION: Approval of Comprehensive Plan Amendment

ORDINANCE: Approval of First Reading of Ordinance

FINANCIAL IMPACT: Undetermined.

BACKGROUND: The applicant, Folsom-WDM, LLC, is requesting approval of both a Comprehensive Plan Land Use Amendment and Rezoning for property generally located at 8585 Ashworth Road. The applicant is requesting to change approximately 32 acres from Office (OF) to High Density Residential (HD) and approximately 4 acres from Office (OF) to Community Commercial (CMC) and designate Residential High Density (RH-15) zoning (up to 15 dwelling units per acre) and Community Commercial (CMC) zoning respectively. The applicant anticipates 2-story buildings for the high density portion of the site. There are no immediate plans for the proposed Community Commercial portion of the site.

Plan and Zoning Commission Action:

Vote: 4-0 approval, with Commissioners Andersen, Crowley and Southworth absent

Date: July 17, 2017

Motion: Adopt a resolution recommending the City Council approve the request to amend the City's Comprehensive Plan Land Use Map and Rezoning Request

Plan and Zoning Commission Discussion: A resident asked about a possible I-80 interchange at Ashworth Road. Staff stated that the interchange justification study for this intersection is just being started and will need to be submitted to the Iowa DOT for consideration, but the interchange wouldn't be constructed for many years, if approved. Another resident asked what Residential High Density zoning meant. The applicant stated that they would not be exceeding 15 units per acre on the site and that the proposed dwellings would look more like 2 story townhomes than big apartment buildings.

Previous City Council Meetings:

July 24, 2017 City Council Meeting: At this City Council meeting, the Council voted to defer this request pending additional information from staff about the land uses for the larger area. The Council was provided with a land use map showing staff's thoughts on the future development of this area of Ashworth Road. No disagreement was expressed to the proposed land uses; however, there was some indication that additional high density land use within the area and city was not necessarily desired.

August 7, 2017 City Council Meeting: The applicant asked for a deferral of this request to the August 21, 2017 City Council meeting to allow for further discussions on the proposed land use and zoning change.

OUTSTANDING ISSUES: There are no outstanding issues. The applicant has stated that they are in agreement with all of staff's recommendations and conditions. The following items of interest are noted in the attached Plan and Zoning Commission report (see Exhibit I):

- Applicant's Request
- History
- City Council Subcommittee - *Development & Planning: June 12, 2017*
- Staff Review and Comment

- Area Land Uses
- Ashworth Road Widening
- Community Commercial Land Use
- Comprehensive Plan Consistency
- Noticing Information
- Staff Recommendation and Conditions of Approval
- Property Owner/Applicant/Applicant's Representative Information

RECOMMENDATION: Comprehensive Plan Amendment: Based upon the preceding review and a finding of consistency with the goals and policies of the Comprehensive Plan, the Plan and Zoning Commission recommends City Council approval of the Comprehensive Plan Land Use map amendment for approximately 32 acres to change the land use from Office (OF) to High Density Residential (HD) and approximately 4 acres from Office (OF) to Community Commercial (CMC), subject to the applicant meeting all City Code requirements.

RECOMMENDATION: Rezoning: Based upon the preceding review and a finding of consistency with the goals and policies of the Comprehensive Plan, the Plan and Zoning Commission recommends City Council approval of the rezoning request to amend the Zoning Map to designate approximately 32 acres as Residential High Density (RH-15) zoning (up to 15 dwelling units per acre) and designate approximately 4 acres as Community Commercial, subject to the applicant meeting all City Code requirements and the following:

1. The dwelling units to be constructed on the portion of the property proposed to be rezoned to RH-15 shall be restricted to two (2) story units with individual access to each unit.

Lead Staff Member: Brian Portz, AICP *BP*

Staff Reviews:

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

PUBLICATION(S) (if applicable)

Published In	Des Moines Register Community Section
Date(s) Published	July 7, 2017
Letter sent to surrounding property owners	July 6, 2017

SUBCOMMITTEE REVIEW (if applicable)

Committee	Development & Planning		
Date Reviewed	June 12, 2017		
Recommendation	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Split <input type="checkbox"/>

ATTACHMENTS:

- Exhibit I - Plan and Zoning Commission Communication
 - Attachment A - Resolution – Approval of the Comprehensive Plan Amendment
 - Exhibit A - Conditions of Approval
 - Attachment B - Resolution – Approval of the Rezoning
 - Exhibit A - Conditions of Approval
 - Attachment C - Location Map
 - Attachment D - Comprehensive Plan Land Use Map
 - Attachment E - Villas on Ashworth Comprehensive Plan Land Use Map Amendment and Rezoning Sketch
- Exhibit II - Council Resolution – Approval of Comprehensive Plan Amendment
- Exhibit III - Ordinance for Rezoning
 - Exhibit A - Proposed Zoning

**CITY OF WEST DES MOINES
PLAN AND ZONING COMMISSION COMMUNICATION**

Meeting Date: July 17, 2017

Item: Villas on Ashworth, 8585 Ashworth Road – Amend the Comprehensive Plan Land Use Map from Office (OF) to High Density Residential (HD) and Community Commercial (CMC) and designate Residential High Density (RH-15) zoning (up to 15 dwelling units per acre) and Community Commercial (CMC) zoning – Fink Enterprises, LC and Stephen and Deborah Fink – CPA-003509-2017/ZC-003510-2017

Requested Action: Approval of Comprehensive Plan Land Use Map Amendment and Rezoning

Case Advisor: Brian S. Portz, AICP 

Applicant's Request: The applicant, Commercial Investments Properties, in association with the property owners, Fink Enterprises, L.C. and Stephen and Deborah Fink, is requesting approval of both a Comprehensive Plan Land Use Amendment and Rezoning for property located generally at 8585 Ashworth Road. The applicant is requesting to change approximately 33 acres from Office (OF) to High Density Residential (HD) and approximately 3 acres from Office (OF) to Community Commercial (CMC) and designate Residential High Density (RH-15) zoning (up to 15 dwelling units per acre) and Community Commercial (CMC) zoning respectively. The applicant anticipates apartment development for the high density portion of the site. There are no immediate plans for the proposed Community Commercial portion of the site.

History: The property was annexed into the City in 2004 as a part of the Ashworth annexation. The property has not been previously platted. There is currently one single family dwelling located on the property.

City Council Subcommittee: This item was presented to the Development and Planning City Council Subcommittee on June 12, 2017 as an informational item. Councilmembers had no comments and expressed no disagreement with the proposal.

Staff Review and Comment: This request was distributed to various City departments and outside agencies for their review and comment. There are no outstanding issues. Staff would note the following:

- **Area Land Uses:** Staff is in the process of reevaluating the land uses for the larger area around Ashworth Road and Interstate 80. Additional Comprehensive Plan land use map amendments and rezonings will be brought forward by staff for this area in the near future. Staff is comfortable with the application of High Density Residential and Community Commercial as proposed by the applicant as it is in alignment with that intended in the larger area amendment. A traffic impact study has been conducted for the area wide Comprehensive Plan Amendment, which looked at high density development for this property. No issues with traffic due to the anticipated land uses were identified in the study.
- **Ashworth Road Widening:** It is anticipated that Ashworth Road will be widened to a 5 lane cross section with a center median in the next couple of years. With that design, it is anticipated this property will have a full access at 84th Street and between 84th and 88th Street with a right in/right out to the east of 84th Street. Along with the road widening project, a water fee district main will be installed along Ashworth Road that will serve this property.
- **Community Commercial Land Use:** There are no specific commercial uses identified at this time for the approximately 3 acre area identified as Community Commercial on the west side of the property. It is anticipated that this portion of the site would be developed as commercial in conjunction with the property immediately to the west. Staff has preliminarily identified this property to the west also as Community Commercial. This Comprehensive Plan Amendment and rezoning will occur soon as a part of the larger Comprehensive Plan Amendments and rezonings proposed for this area.

Comprehensive Plan Consistency: The project has been reviewed for consistency with the Comprehensive Plan. Based upon that review, a finding has been made that the proposed project is consistent with the Comprehensive Plan in that the project is consistent with all of the goals and policies of the Comprehensive Plan and the land use map of the Comprehensive Plan.

Noticing Information: On July 7, 2017, notice for the July 17, 2017, Plan and Zoning Commission and July 24, 2017, City Council Public Hearings on this project was published in the Des Moines Register. Notice of these public hearings was also mailed to all surrounding property owners within 370 feet of the subject property on July 6, 2017.

Staff Recommendation And Conditions Of Approval: Based upon the preceding review and a finding of consistency with the goals and policies of the Comprehensive Plan, Staff recommends the Plan and Zoning Commission adopt a resolution to approve the Comprehensive Plan Land Use Map amendment for approximately 36 acres to change the land use from Office (OF) to approximately 33 acres of High Density Residential (HD) and approximately 3 acres of Community Commercial (CMC); and approve the rezoning request to amend the Zoning Map to designate Residential High Density (RH-15) zoning (up to 15 dwelling units per acre) and Community Commercial (CMC) zoning accordingly, subject to the applicant meeting all City Code requirements.

Property Owner: Fink Enterprises, LC
9421 Ashworth Road
West Des Moines, IA 50266

Stephen & Deborah Fink
8585 Ashworth Road
West Des Moines, IA 50266

Applicant: Commercial Investment Properties
1065 N. 115th Street, Suite 200
Omaha, NE 68154
Attn: Charlie Sullivan
charlies@ciproperties.com

Applicant's Representative: Civil Engineering Consultants
2400 86th Street, Suite 12
Des Moines, IA 50322
Attn: Ed Arp
arp@ceclac.com

ATTACHMENTS:

Attachment A	-	Plan and Zoning Commission Resolution – Comprehensive Plan Amendment
Exhibit A	-	Conditions of Approval
Attachment B	-	Plan and Zoning Commission Resolution – Rezoning
Exhibit A	-	Conditions of Approval
Attachment C	-	Location Map
Attachment D	-	Comprehensive Plan Land Use Map
Attachment E	-	Villas on Ashworth Comprehensive Plan Land Use Map Amendment and Rezoning Sketch

RESOLUTION NO. PZC -17-067

A RESOLUTION OF THE PLAN AND ZONING COMMISSION OF THE CITY OF WEST DES MOINES, RECOMMENDING TO THE CITY COUNCIL THAT IT APPROVE AN AMENDMENT TO THE COMPREHENSIVE PLAN LAND USE MAP FOR APPROXIMATELY 36 ACRES FROM OFFICE (OF) TO HIGH DENSITY RESIDENTIAL (HD) AND COMMUNITY COMMERCIAL (CMC)

WHEREAS, pursuant to the provisions of Title 9, Chapter 1 et seq, of the West Des Moines Municipal Code, the applicant, Commercial Investments Properties, in association with the property owners, Fink Enterprises, L.C. and Stephen and Deborah Fink, has requested an amendment to the Comprehensive Plan Land Use Map (CPA-003509-2017) to change the land use designation of approximately 36 acres from Office (OF) to approximately 33 acres of High Density Residential (HD) and approximately 3 acres of Community Commercial (CMC) and located within part of the area legally described as:

Legal Description

PARCEL "C" A PARCEL OF LAND IN THE SOUTHWEST QUARTER (SW¼) IN SECTION TWO (2), TOWNSHIP SEVENTY-EIGHT (78) NORTH, RANGE TWENTY-SIX (26) WEST OF THE 5TH P.M., DALLAS COUNTY, IOWA AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 2002, PAGE 14904.

AND

PARCEL "A" OF THE WEST HALF OF THE SOUTHWEST QUARTER (W½ SW¼) OF SECTION TWO (2), TOWNSHIP SEVENTY-EIGHT (78) NORTH, RANGE TWENTY-SIX (26) WEST OF THE 5TH P.M., DALLAS COUNTY, IOWA AS SHOWN ON PLAT OF SURVEY RECORDED IN BOOK 778, PAGE 104.

AND

THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (SW¼ SW¼) LYING SOUTH OF I-80, EXCEPT PARCEL "A" IN SECTION TWO (2), TOWNSHIP SEVENTY-EIGHT (78) NORTH, RANGE TWENTY-SIX (26) WEST OF THE 5TH P.M., DALLAS COUNTY, IOWA

CONTAINING 35.90 ACRES MORE OR LESS.

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

WHEREAS, on July 17, 2017, this Commission held a duly-noticed hearing to consider the application for Comprehensive Plan Amendment (CPA-003509-2017);

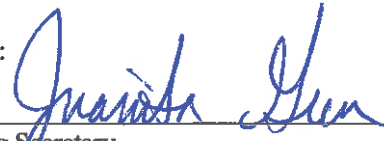
NOW, THEREFORE, THE PLAN AND ZONING COMMISSION OF THE CITY OF WEST DES MOINES DOES RESOLVE AS FOLLOWS:

SECTION 1. The request for a change in the land use designation for approximately 36 acres from Office (OF) to High Density Residential (HD) and Community Commercial (CMC), generally located at 8585 Ashworth Road, is recommended to the City Council for approval, subject to compliance with all the conditions in the staff report, dated July 17, 2017, including conditions added at the Hearing, and attached hereto as Exhibit "A", if any. Violation of any such conditions shall be grounds for revocation of the permit, as well as any other remedy which is available to the City.

PASSED AND ADOPTED on July 17, 2017.



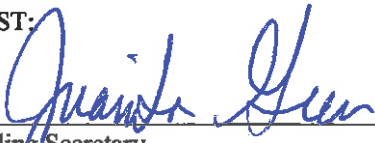
Craig Erickson, Chairperson
Plan and Zoning Commission

ATTEST: 

Recording Secretary

I HEREBY CERTIFY that the foregoing resolution was duly adopted by the Plan and Zoning Commission of the City of West Des Moines, Iowa, at a regular meeting held on July 17, 2017, by the following vote:

AYES: Brown, Costa, Erickson, Hatfield
NAYS:
ABSTENTIONS:
ABSENT Andersen, Crowley, Southworth

ATTEST: 

Recording Secretary

Exhibit A
Conditions of Approval

No Conditions of Approval

RESOLUTION NO. PZC-17-068

A RESOLUTION OF THE PLAN AND ZONING COMMISSION OF THE CITY OF WEST DES MOINES, RECOMMENDING TO THE CITY COUNCIL THAT IT APPROVE THE REZONING REQUEST (ZC-003510-2017) FOR THE PURPOSE OF CONSISTENCY ZONING APPROXIMATELY 36 ACRES OF PROPERTY LOCATED GENERALLY AT 8585 ASHWORTH ROAD

WHEREAS, pursuant to the provisions of Title 9, Chapter 1 et seq, of the West Des Moines Municipal Code, the applicant, Commercial Investments Properties, in association with the property owners, Fink Enterprises, L.C. and Stephen and Deborah Fink, has requested approval of a Rezoning Request for that property located at 8585 Ashworth Road to amend the Zoning Map and designate approximately 33 acres as Residential High Density (RH-15) zoning (up to 15 dwelling units per acre) and approximately 3 acres as Community Commercial (CMC) zoning;

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

WHEREAS, on July 17, 2017, this Commission held a duly-noticed hearing to consider the application for the Rezoning Request (ZC-003510-2017);

NOW, THEREFORE, THE PLAN AND ZONING COMMISSION OF THE CITY OF WEST DES MOINES DOES RESOLVE AS FOLLOWS:

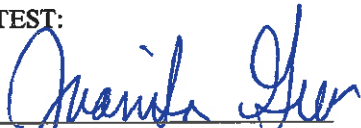
SECTION 1. The findings, for approval, in the staff report, dated July 17, 2017, or as amended orally at the Plan and Zoning Commission hearing of July 17, 2017, are adopted.

SECTION 2. REZONING REQUEST (ZC-003510-2017) to designate approximately 33 acres as Residential High Density (RH-15) and approximately 3 acres as Community Commercial (CMC) is recommended to the City Council for approval, subject to compliance with all the conditions in the staff report, dated July 17, 2017, including conditions added at the Hearing, and attached hereto as Exhibit "A", if any. Violation of any such conditions shall be grounds for revocation of the permit, as well as any other remedy which is available to the City.

PASSED AND ADOPTED on July 17, 2017.


Craig Erickson, Chairperson
Plan and Zoning Commission

ATTEST:


Recording Secretary

I HEREBY CERTIFY that the foregoing resolution was duly adopted by the Plan and Zoning Commission of the City of West Des Moines, Iowa, at a regular meeting held on July 17, 2017, by the following vote:

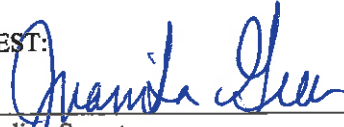
AYES: Brown, Costa, Erickson, Hatfield

NAYS:

ABSTENTIONS:

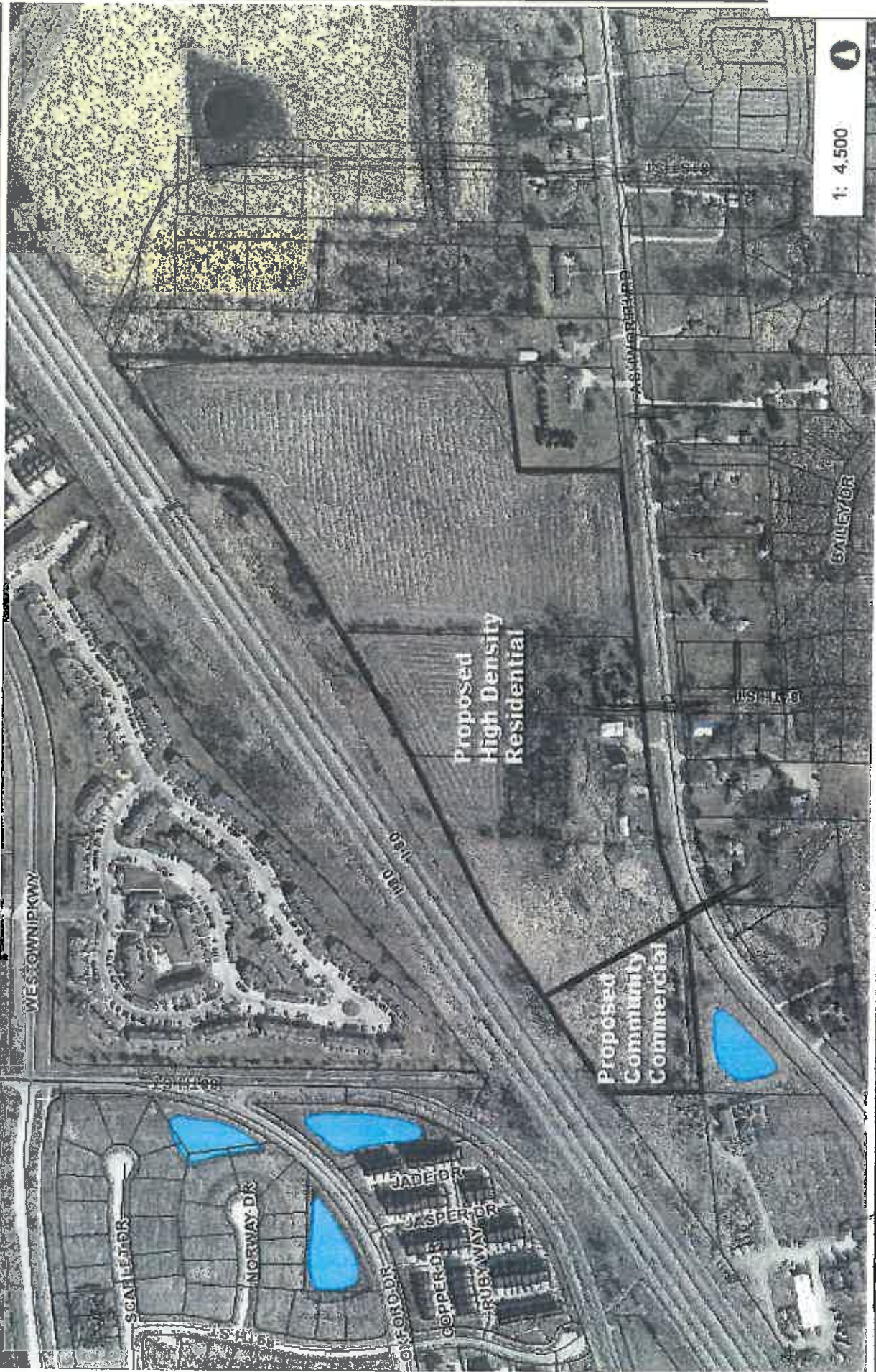
ABSENT: Andersen, Crowley, Southworth

ATTEST:


Recording Secretary

**Exhibit A
Conditions of Approval**

No Conditions of Approval



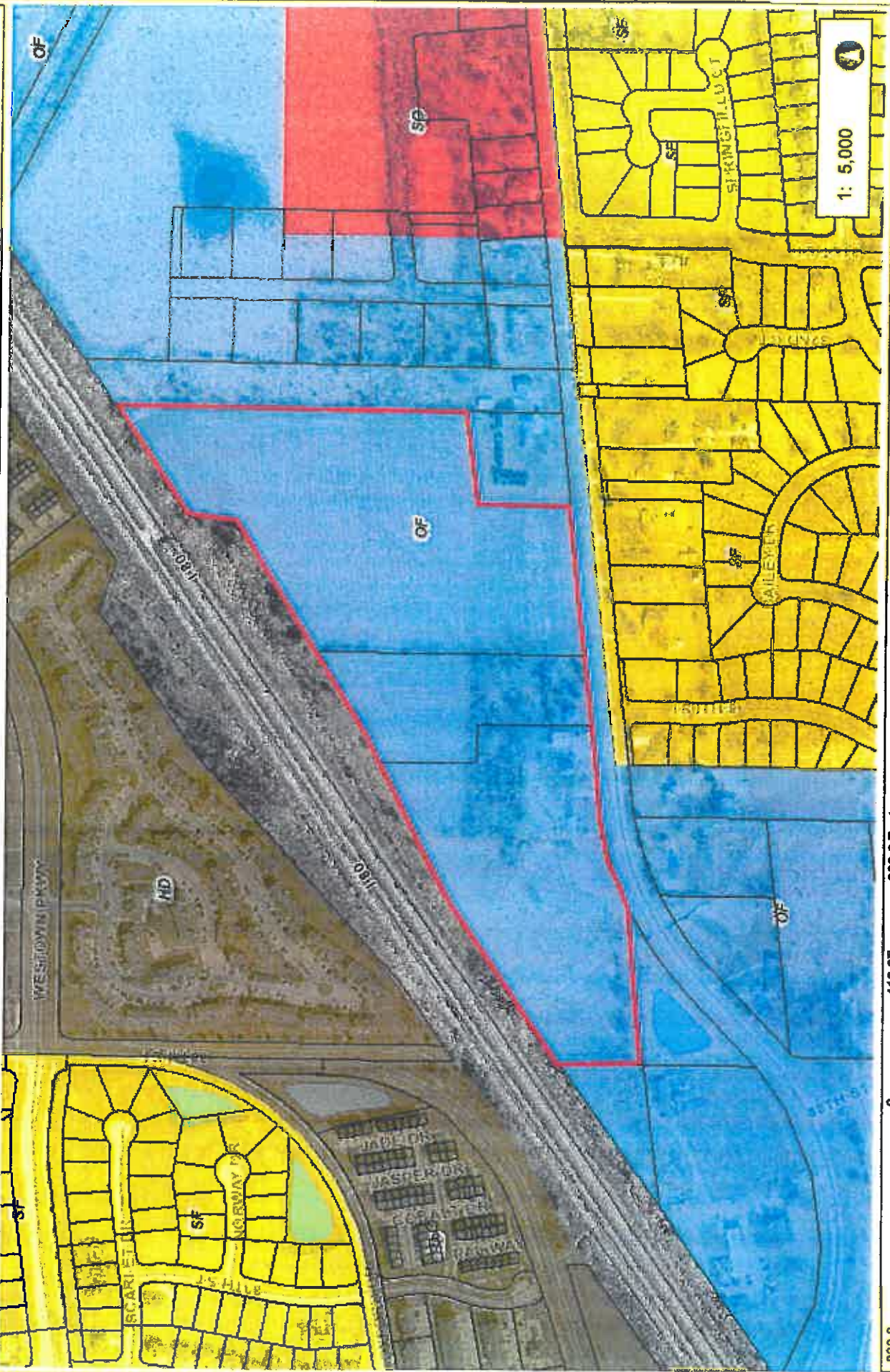
1: 4,500



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

Comprehensive Plan Land Use Map



1: 5,000



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

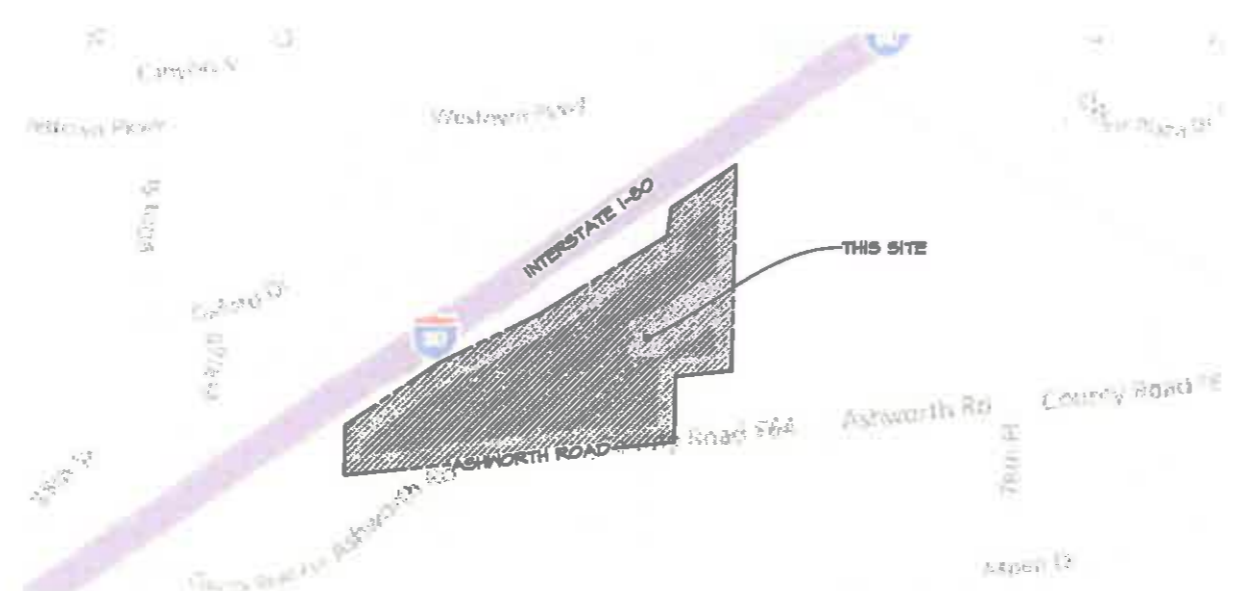
THIS MAP IS NOT TO BE USED FOR NAVIGATION

COMPREHENSIVE PLAN AMENDMENT/REZONING SKETCH

VILLAS ON ASHWORTH

SW1/4, SEC. 02-78-26

8585 ASHWORTH ROAD, WEST DES MOINES, IA 50266



PROPERTY OWNER:
 FINK ENTERPRISES, LC
 8585 ASHWORTH ROAD
 WEST DES MOINES, IA 50266-3084

PROPERTY LOCATION:
 8585 ASHWORTH ROAD
 WEST DES MOINES, IA 50266

PREPARED FOR:
 COMMERCIAL INVESTMENT PROPERTIES
 1065 NORTH 16TH STREET, SUITE 200
 OMAHA, NE 68104
 402-423-8828 PHONE
 ATTN: CHARLIE SULLIVAN

LEGAL DESCRIPTIONS

PARCEL 1:
 PARCEL "C" A PARCEL OF LAND IN THE SOUTHWEST QUARTER (SW1/4) IN SECTION TND (2), TOWNSHIP SEVENTY-EIGHT (78) NORTH, RANGE TWENTY-SIX (26) WEST OF THE 5TH P.M., DALLAS COUNTY, IOWA AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 2002, PAGE 1404.

PARCEL 2:
 PARCEL "A" OF THE WEST HALF OF THE SOUTHWEST QUARTER (SW1/2) OF SECTION TND (2), TOWNSHIP SEVENTY-EIGHT (78) NORTH, RANGE TWENTY-SIX (26) WEST OF THE 5TH P.M., DALLAS COUNTY, IOWA AS SHOWN ON PLAT OF SURVEY RECORDED IN BOOK 178, PAGE 104.

PARCEL 3:
 THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (SW1/4) LYING SOUTH OF I-80, EXCEPT PARCEL "A" IN SECTION TND (2), TOWNSHIP SEVENTY-EIGHT (78) NORTH, RANGE TWENTY-SIX (26) WEST OF THE 5TH P.M., DALLAS COUNTY, IOWA CONTAINING 55.90 ACRES MORE OR LESS.

LAND AREA
 55.90 ACRES NET
 2.00 ACRES PUBLIC ROAD EASEMENT
 53.90 ACRES NET

FLOOD ZONE CLASSIFICATION
 THE SUBJECT PROPERTY LIES WITHIN FLOOD ZONE "X" AS IDENTIFIED ON FEMA FLOOD INSURANCE RATE MAP NO. 10220001G DATED FEBRUARY 16, 2006.

COMPREHENSIVE LAND USE
 EXISTING: OFFICE (OF)
 PROPOSED: COMMUNITY COMMERCIAL (CNC) & HIGH DENSITY RESIDENTIAL (HD)

ZONING
 EXISTING: NONE
 PROPOSED: COMMUNITY COMMERCIAL (CNC) & RESIDENTIAL HIGH DENSITY DISTRICT (RH)

Sheet Number	Sheet Title
1	COVER
2	REZONING SKETCH

- LEGEND**
- ▲ SECTION CORNER
 - △ SET SECTION CORNER (SW) LR. INCRANGE CAP #2285 UNLESS OTHERWISE NOTED
 - ⊥ FOUND R.O./K. RAIL
 - FOUND CORNERS
 - SET PROPERTY CORNER (SW) LR. INCRANGE CAP #2285 UNLESS OTHERWISE NOTED
 - PROPERTY BOUNDARY
 - LOT LINES
 - ORIGINAL PLATTED LOT LINES
 - TREE LINE
 - EXISTING PARKING STALL PART LINES
 - BACK OF PORTLAND CEMENT CONCRETE (P.C.C.) CURB & EDGE OF PORTLAND CEMENT CONCRETE SLAB
 - GUTTER
 - CENTERLINE STREET
 - SIDEWALK
 - EXISTING CHAIN LINK FENCE
 - EXISTING PIPE FENCE
 - EXISTING WIRE FENCE
 - OVERHEAD WIRES (X = NUMBER OF WIRES)
 - USPO OVERHEAD
 - UNDERGROUND FIBER OPTIC LINES
 - STORM SEWER AND SIZE
 - SANITARY SEWER AND SIZE
 - WATER MAIN AND SIZE
 - GAS MAIN AND SIZE
 - UNDERGROUND ELECTRIC
 - CATV --- UNDERGROUND CABLE TELEVISION LINE
 - UGT --- UNDERGROUND TELEPHONE LINE
 - EXISTING HALL
 - EXISTING BUILDING
 - MAPS UTILITY LOCATION BASED ON MAPS PROVIDED BY THE IOWA ONE CALL SERVICE (APPROXIMATE LOCATIONS ONLY)
 - EST ESTIMATED LOCATION BASED ON A COMBINATION OF SURVEY DATA, UTILITY MAPS, AND THE ORIGINAL SITE PLAN.
 - PLANS LOCATION BASED ON ORIGINAL CONSTRUCTION DRAWINGS PROVIDED BY THE CITY OF URBANDALE.
 - B/S BACK OF CURB TO BACK OF CURB
 - C1 & D/P CAST IRON PIPE & DUCTILE IRON PIPE
 - VCP VITRIFIED CLAY PIPE
 - PCP REINFORCED CONCRETE PIPE
 - CLEAN CUT

- SANITARY & STORM MANHOLE
- OPEN THROAT INTAKE OR MS INTAKE
- SINGLE & DOUBLE BACK OF CURB(S) INTAKE
- STORM AREA INTAKE
- MEDIAN COMMUNICATIONS ROSE
- COMMUNICATIONS ROSE
- ELECTRIC TRANSFORMER
- ELECTRIC METER
- ELECTRIC BOX
- HOOD POWER POLE WITH LIGHT
- POWER POLE
- STEEL STREET LIGHT POLE
- METAL LIGHT POLE
- GUYWIRE ANCHOR
- FIRE HYDRANT
- WATER MAIN SHATE VALVE
- WATER MAIN STOP BOX VALVE
- SIGN
- DEEDED BEARINGS & DISTANCE
- PREVIOUSLY RECORDED BEARINGS & DISTANCE
- HEADED BEARINGS & DISTANCE
- FINISHED FLOOR ELEVATION
- PORTLAND CEMENT CONCRETE
- ASPHALTIC CEMENT CONCRETE
- CONCRETE MASONRY UNIT
- FLAGPOLE
- IRON ROD
- IRON PIPE
- COUNTY RECORDERS INDEXING BOOK AND PAGE
- EXISTING DECIDUOUS TREE & CALIPER SIZE (GRAPHIC TREE SIZE IS REPRESENTATIVE OF APPROXIMATE DRIP LINE)
- EXISTING EVERGREEN TREE & CALIPER SIZE (GRAPHIC TREE SIZE IS REPRESENTATIVE OF APPROXIMATE DRIP LINE)
- BUILDING HEIGHT MEASURED FROM THE EXISTING GROUND TO PEAK (HEIGHT ACCURACY = +/- 0.5 FEET)
- PROPERTY ADDRESS

Civil Engineering Consultants, Inc.
 2400 86th Street, Unit 12, Des Moines, Iowa 50322
 515.276.4884 . Fax: 515.276.7084 . mail@cecinc.com

CEC

DATE	REVISIONS	COMMENTS
06-21-17	1	
	2	
	3	
	4	
	5	
	6	

DATE OF SURVEY: APR. 15, 2017
 DESIGNED BY: ASP
 DRAWN BY: JAG

VILLAS ON ASHWORTH
 8585 ASHWORTH ROAD, WEST DES MOINES, IA 50266

COVER

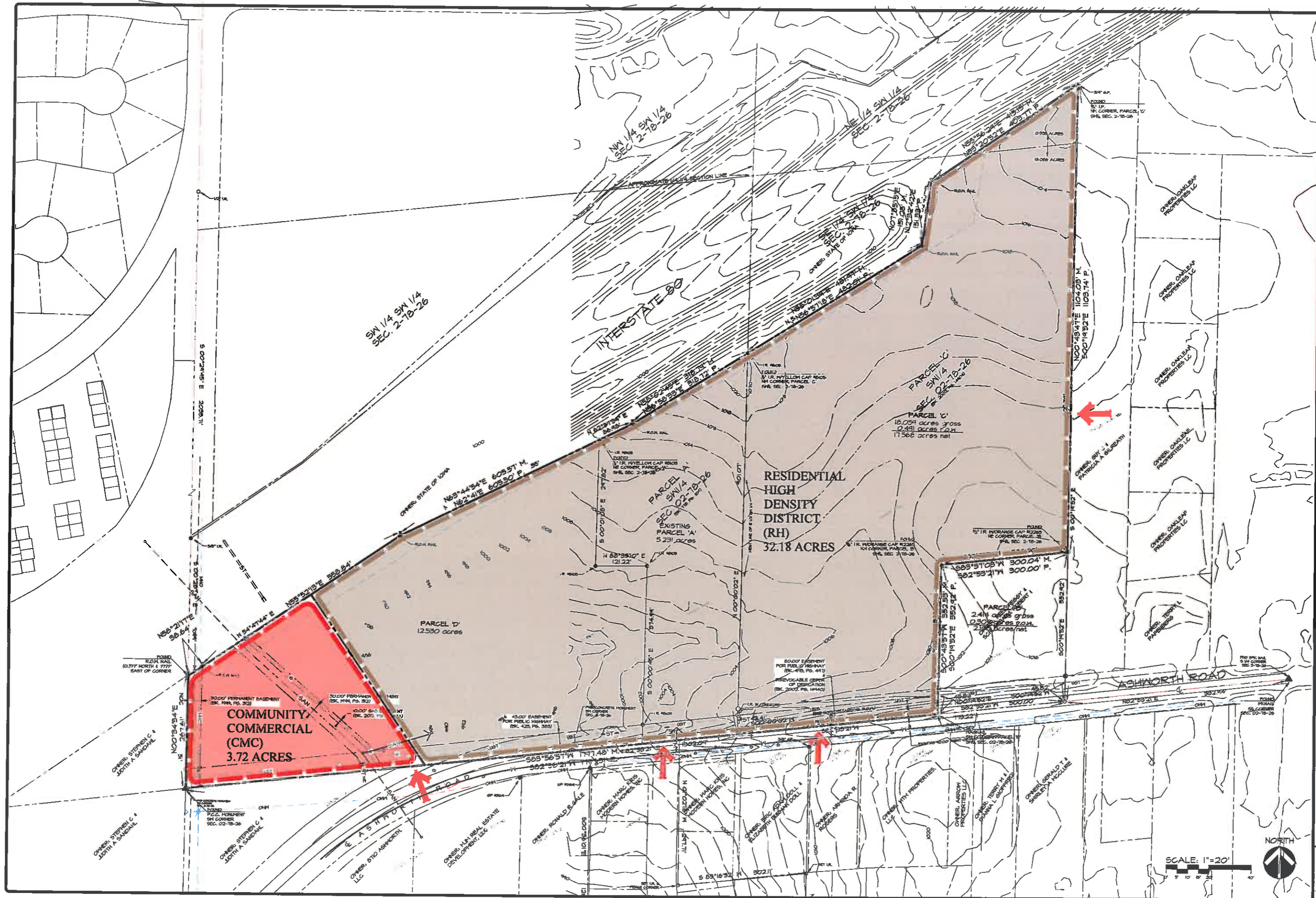
SHEET 1 OF 2
 A-1830

IOWA ONE CALL
 1-800-292-8989
 www.iowaonecall.com

SCALE: 1"=500'

NORTH

C:\P\JLISA-H\0041830-1\1830-REZONING COVER.dwg, 6/21/2017 4:56:50 PM, mmargul, L1



DATE	REVISIONS	COMMENTS
	1	
	2	
	3	
	4	
	5	
	6	

DATE OF SURVEY: APR. 13, 2011
 DESIGNED BY: ARP
 DRAWN BY: JAG

Prepared by: B. Portz, Development Services Dept., PO Box 65320 West Des Moines IA 50265-0320 (515) 273-0770
When Recorded, Return to: City Clerk, City of West Des Moines, P.O. Box 65320, West Des Moines, IA 50265-0320

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST DES MOINES APPROVING THE COMPREHENSIVE PLAN AMENDMENT (CPA-003509-2017) TO CHANGE THE COMPREHENSIVE PLAN LAND USE MAP FOR APPROX. 36 ACRES FROM OFFICE (OF) TO HIGH DENSITY RESIDENTIAL (HD) AND COMMUNITY COMMERCIAL (CMC)

WHEREAS, pursuant to the provisions of Title 9, Zoning, Chapter 1 et seq, of the West Des Moines Municipal Code, the property owner, Folsom-WDM, LLC, has requested an amendment to the Comprehensive Plan Land Use Map (CPA-003509-2017) to change the land use designation of approximately 36 acres from Office (OF) to approximately 32 acres of High Density Residential (HD) and approximately 4 acres of Community Commercial (CMC) for that property generally described as follows:

LEGAL DESCRIPTION

PARCEL "C" A PARCEL OF LAND IN THE SOUTHWEST QUARTER (SW¼) IN SECTION TWO (2), TOWNSHIP SEVENTY-EIGHT (78) NORTH, RANGE TWENTY-SIX (26) WEST OF THE 5TH P.M., DALLAS COUNTY, IOWA AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 2002, PAGE 14904.

AND

PARCEL "A" OF THE WEST HALF OF THE SOUTHWEST QUARTER (W½ SW¼) OF SECTION TWO (2), TOWNSHIP SEVENTY-EIGHT (78) NORTH, RANGE TWENTY-SIX (26) WEST OF THE 5TH P.M., DALLAS COUNTY, IOWA AS SHOWN ON PLAT OF SURVEY RECORDED IN BOOK 778, PAGE 104.

AND

THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (SW¼ SW¼) LYING SOUTH OF I-80, EXCEPT PARCEL "A" IN SECTION TWO (2), TOWNSHIP SEVENTY-EIGHT (78) NORTH, RANGE TWENTY-SIX (26) WEST OF THE 5TH P.M., DALLAS COUNTY, IOWA

CONTAINING 35.90 ACRES MORE OR LESS.

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

WHEREAS, on July 17, 2017, the Plan and Zoning Commission did recommend the City Council approve the Comprehensive Plan Amendment (CPA-003509-2017);

WHEREAS, on July 24, 2017 and August 21, 2017 this City Council held duly-noticed public hearings to consider the application for Comprehensive Plan Amendment (CPA-003509-2017);

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

SECTION 1. The findings as stated in the staff report, dated August 21, 2017, or as amended orally at the City Council hearing of August 21, 2017, are adopted.

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

PASSED AND ADOPTED on August 21, 2017.

Steven K. Gaer, Mayor

I HEREBY CERTIFY that the foregoing resolution was duly adopted by the City Council of the City of West Des Moines, Iowa, at a regular meeting held on August 21, 2017, by the following vote:

ATTEST:

Ryan T. Jacobson
City Clerk

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

ORDINANCE NO.

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

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

SECTION 1. AMENDMENT: The Zoning Map of the City of West Des Moines, Iowa, is hereby amended by rezoning the portions of the following legally described property from Unzoned to Residential High Density (RH-15) and Community Commercial (CMC) districts as shown in Exhibit A in compliance with the approved City of West Des Moines Comprehensive Land Use Plan.

Legal Description

PARCEL "C" A PARCEL OF LAND IN THE SOUTHWEST QUARTER (SW¼) IN SECTION TWO (2), TOWNSHIP SEVENTY-EIGHT (78) NORTH, RANGE TWENTY-SIX (26) WEST OF THE 5TH P.M., DALLAS COUNTY, IOWA AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 2002, PAGE 14904.

AND

PARCEL "A" OF THE WEST HALF OF THE SOUTHWEST QUARTER (W½ SW¼) OF SECTION TWO (2), TOWNSHIP SEVENTY-EIGHT (78) NORTH, RANGE TWENTY-SIX (26) WEST OF THE 5TH P.M., DALLAS COUNTY, IOWA AS SHOWN ON PLAT OF SURVEY RECORDED IN BOOK 778, PAGE 104.

AND

THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (SW¼ SW¼) LYING SOUTH OF I-80, EXCEPT PARCEL "A" IN SECTION TWO (2), TOWNSHIP SEVENTY-EIGHT (78) NORTH, RANGE TWENTY-SIX (26) WEST OF THE 5TH P.M., DALLAS COUNTY, IOWA

CONTAINING 35.90 ACRES MORE OR LESS.

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:

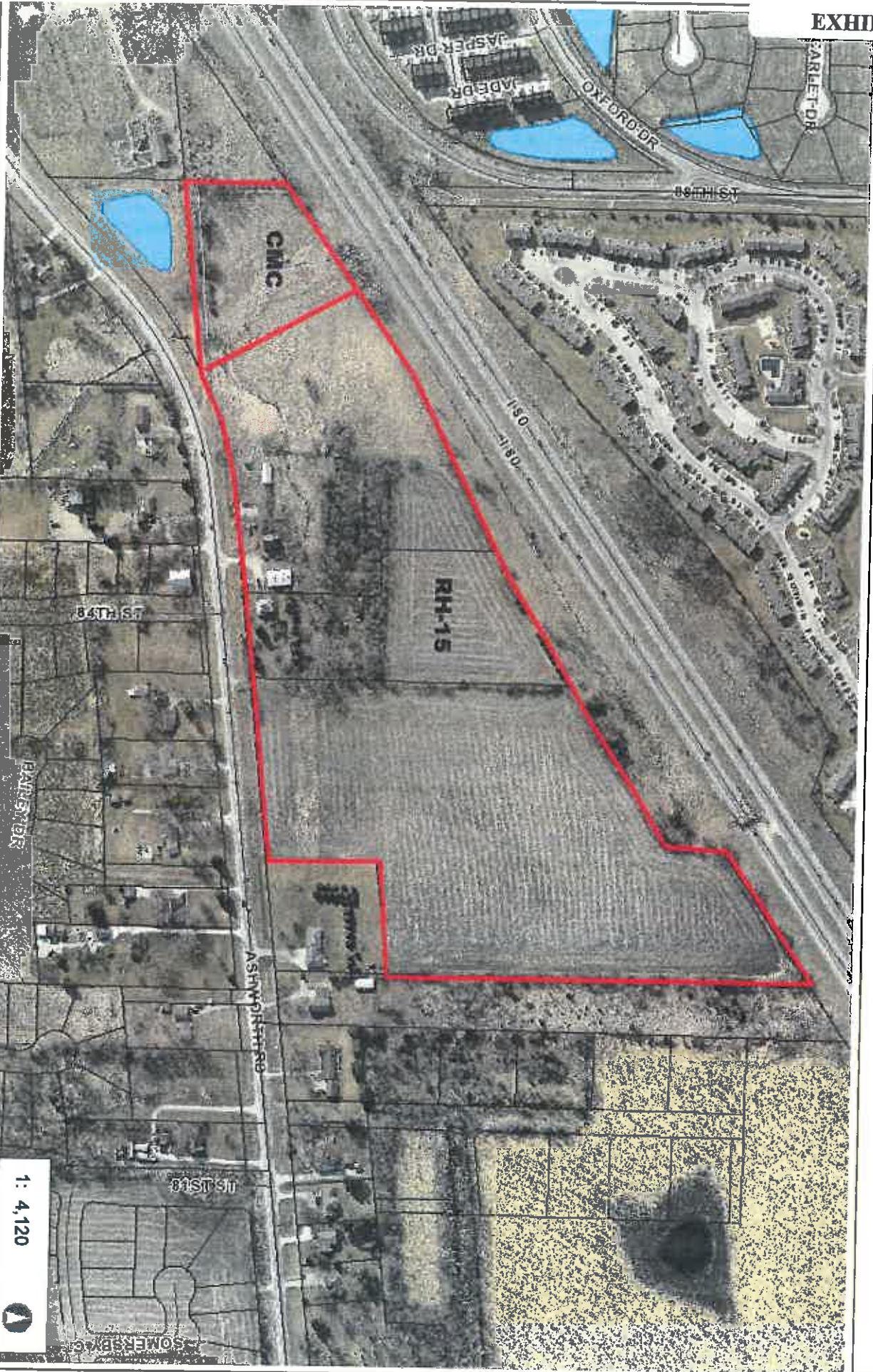
Ryan T. Jacobson
City Clerk

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

Ryan T. Jacobson
City Clerk



Zoning Map



1: 4,120



686.7
0
343.33
686.7 Feet
NAD_1983_StatePlane_Iowa_South_FIPS_1402_Feet
© City of West Des Moines, Iowa

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

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

Date: August 21, 2017

ITEM: Single Family Residential Uses In Non-Single Family Residential Designated Areas – Title 9 (Zoning), Chapter 6 (Commercial, Office and Industrial Zoning District), Section 4 (Specific Use Regulations)), Chapter 3 (General Zoning Provisions), Section 4 (Nonconforming Buildings, Structures, Uses of Land, or Uses of Buildings or Structures) to amend regulation pertaining to single family residential uses in non-single family residential designated areas – City Initiated – AO-003453-2017

ORDINANCE: Approval of Second Reading

FINANCIAL IMPACT: Undetermined.

BACKGROUND: Staff is requesting an amendment to the following sections within Title 9, Zoning of City Code to amend regulation pertaining to Single Family Residential Uses in Non-Single Family Residential designated areas:

- Title 9 (Zoning), Chapter 6 (Commercial, Office And Industrial Zoning District), Section 4 (Specific Use Regulations) Subsection A, Item 3 to create a provision in the Commercial, Office and Industrial Zoning District to allow Single Family Residential if the proposed residence comply with nonconforming criteria listed elsewhere in the code.
- Title 9 (Zoning), Chapter 3 (General Zoning Provisions), Section 4 (Nonconforming Buildings, Structures, Uses Of Land, Or Uses Of Buildings Or Structures) Subsection C (Provisions), Subsection 4 (Nonconforming Use Of Land), Item D to establish nonconforming criteria that would allow Single Family Residential uses in Non-Single Family Residential Designated Areas.

Previous Council Action:

Vote: 4-0 approval, with Councilman Mickelson absent

Date: August 7, 2017

Motion: The Council approved the First Reading of the ordinance, but directed staff to look into shortening the proposed 15 year timeframe.

OUTSTANDING ISSUES: There is one outstanding issues. At the previous meeting, the Council requested the 15 year timeframe be evaluated for possible reduction. Staff used historic aerial photographs from 2002 and 2015 (the latest available) to compare the changes over the past 13 years in attempt to identify how many properties would possibly be eligible under the proposed code change. It appears that 16 properties within the City's Comprehensive Planning area had a house on the property in 2002 that does not appear to exist today. Upon further examination of the location and current ownership (without doing detailed history research of each parcel), 6 of the properties would likely not use or be eligible to use this Code provision because the land is either city owned, merged with another property which negates the requirement that it be the same size and configuration as the original parcel, outside of the immediate city limits (these would not be under West Des Moines' jurisdiction to prevent home construction) or the property is being used for a different use such as a quarry. Given the limited number of properties that would be eligible to use this code, Staff does not believe that the provision will result in several homes being constructed and thus recommends keeping the 15 year timeframe as originally proposed. If in the future we find a significantly greater number of properties that qualify, Staff will bring back an amendment to shorten the timeframe.

RECOMMENDATION: Based upon the preceding review and a finding of consistency with the Comprehensive Plan, staff recommends the City Council approve the second reading of the ordinance pertaining to Single Family Residential Uses in Non-Single Family Residential designated areas.

Lead Staff Member: J. Bradley Munford 

Staff Reviews:

Department Director	
Appropriations/Finance	
Legal	
Agenda Acceptance	

PUBLICATION(S) (if applicable)

Published In	Des Moines Register
Date(s) Published	July 21, 2017
Letter sent to surrounding property owners	N/A

SUBCOMMITTEE REVIEW (if applicable)

Committee	Development & Planning		
Date Reviewed	June 12, 2017 and July 24, 2017		
Recommendation	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Split <input type="checkbox"/>

ATTACHMENT:

Exhibit I - Proposed Ordinance

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

ORDINANCE NO.

AN ORDINANCE AMENDING THE CITY CODE OF THE CITY OF WEST DES MOINES, IOWA, 2014, TITLE 9 (ZONING), CHAPTER 6 (COMMERCIAL, OFFICE AND INDUSTRIAL ZONING DISTRICT), SECTION 4 (SPECIFIC USE REGULATIONS) SUBSECTION A, ITEM 3 AND TITLE 9 (ZONING), CHAPTER 3 (GENERAL ZONING PROVISIONS), SECTION 4 (NONCONFORMING BUILDINGS, STRUCTURES, USES OF LAND, OR USES OF BUILDINGS OR STRUCTURES) SUBSECTION C (PROVISIONS), SUBSECTION 4 (NONCONFORMING USE OF LAND), ITEM D TO AMEND REGULATION PERTAINING TO SINGLE FAMILY RESIDENTIAL USES IN NON-SINGLE FAMILY RESIDENTIAL DESIGNATED AREAS

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

Section 1. Amendment. Title 9: *Zoning*, Chapter 6: *Commercial, Office and Industrial Zoning District*, Section 4: *Specific Use Regulations*, Subsection A, Item 3 is hereby amended by inserting the italicized and bolded text accordingly:

3. *Unless allowed elsewhere in this Title*, residential uses shall be prohibited within the commercial, office and industrial districts. Residential uses located above nonresidential uses in the Valley Junction historical business district may be permitted in accordance with building, fire and rental codes. Multi-family residential uses are permitted within the support commercial zoning district when incorporated and approved by the city council as part of a mixed use building and/or development.

Section 2. Amendment. Title 9: *Zoning*, Chapter 3: *General Zoning Provisions*, Section 4: *Nonconforming Buildings, Structures, Uses of Land, Or Uses of Buildings or Structures*, Subsection C: *Provisions*, Subsection 4 (*Nonconforming Use of Land*), Item d is hereby amended by deleting the highlighted strike through text and adding Item e with the following italicized and bolded text:

- ~~d. If a nonconforming use of land or any portion thereof is discontinued for one year or is proposed to be changed, any future or proposed use of such land shall be in conformance with the provisions of this title.~~
- d. If a nonconforming commercial, office, industrial or multi-family use of land or any portion thereof is discontinued for one year or is proposed to be changed, any future or proposed use of such land shall be in conformance with the provisions of this title.*
- e. Single family detached residential uses in non-single family residential designated areas may be permitted upon application to the Director of Development Services. The director, or designee, may approve the permit if all of the following criteria are met:*
 - i. That the applicant provide clear and convincing evidence that a single family residence existed on the parcel any time within the past 15 years from date of application.*

- ii. *That the parcel is the same size and configuration as when the house existed.*
- iii. *That no subdivision of the parcel is proposed or has been done to create a lot for the residential dwelling.*
- iv. *That the properties immediately adjacent have not been developed in accordance with the current land use and zoning*
- v. *That only one single family detached dwelling will be constructed on the parcel.*
- vi. *That the property owner executes an acknowledgement which will be recorded with the respective county and which includes the following provisions:*
 - (1) *Legal description provided by the property owner.*
 - (2) *That the dwelling will be constructed a minimum of 100 feet from the parcel's boundaries, including from the ultimate rights-of-way of adjacent streets.*
 - (3) *That accessory structures will be setback a minimum of 50 feet from the parcel's boundaries and that no accessory structure will be constructed in the front yard as defined in City Code, Title 9 (Zoning). Two detached accessory structures or less, not to exceed a combined total of 1,000 square feet regardless of size of the property will be located on the property.*
 - (4) *That no buffer will be required between an adjacent property and the subject parcel at time of development of the adjacent properties. If desired, the burden of providing a buffer lies with the property owner of the subject parcel upon which the single family dwelling is constructed.*
 - (5) *A note of the Comprehensive Plan Land Use designation and Zoning district of the subject property.*
 - (6) *Comprehensive Plan Land Use designation and Zoning district of the adjacent properties is clearly identified.*
 - (7) *That if future utility infrastructure is to cross the property, an easement for the utility will be granted if the exact alignment is known. If future utility infrastructure is anticipated to cross the property but the exact alignment is unknown, agreement that an easement for the utility shall be granted at such time the alignment is determined. Acknowledgement that no structures will be constructed within an anticipated easement area.*
 - (8) *That development of the property for non-single family residential uses may not occur until the single-family residential use ceases.*
 - (9) *That no commercial activity will be allowed on the parcel unless one of the following applies:*
 - (a) *A home occupation permit approval is granted for a qualifying activity; or*
 - (b) *With site plan and building permit approval the dwelling is converted to a commercial structure that complies with current codes and regulations, including allowed uses as specified in the zoning code for the applicable zoning district.*
 - (10) *That the rebuilding and expansion provisions for single-family residential property in non-residential zones of Title 9, Zoning, Chapter 3, Non-Conforming Buildings, Structures, Uses of Land, Or Uses of Buildings or Structures applies to the subject parcel.*
 - (11) *That the burden lies with the property owner to notify potential buyers of these provisions.*

Upon a decision by the Director of Development Services, or designee, notice of the decision will be provided to the property owner in writing. If the application is approved, the acknowledgement and a building permit will need to be submitted along with a copy of the notice of decision to the Chief Building Official, or designee. Should any aggrieved individual or firm wish to appeal the decision of the Director of Development Services or designee, a written request on forms prescribed by the director for said appeal, along with the appropriate fee, shall be received and stamped filed by the development services department within a period of ten (10) business days following the decision. Within thirty (30) days of receiving such a request, the director shall schedule a public hearing on the matter of the appeal before the board of adjustment to review and render a decision on said appeal. The decision of the board is appealable to the district court.

Section 3. Repealer. All ordinances or parts of ordinances in conflict with the provision of this ordinance are hereby repealed.

Section 4. Savings Clause. If any section, provision, sentence, clause, phrase or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any provision, section, subsection, sentence, clause, phrase or part hereof not adjudged invalid or unconstitutional.

Section 5. Violations and Penalties. Any person who violates the provisions of this Ordinance upon conviction shall be punished as set forth in Section 1-4-1 of the City Code of the City of West Des Moines, Iowa.

Section 6. Other Remedies. In addition to the provisions set out in the Violations and Penalties Section herein, the City may proceed in law or equity against any person, firm or corporation for violation of any section or subsection of this Ordinance.

Section 7. Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

Passed by the City Council on the _____ day of _____, 2017, and approved this _____ day of _____, 2017.

Steven K. Gaer, Mayor

ATTEST:

Ryan T Jacobson, City Clerk

The foregoing Ordinance No. _____ was adopted by the Council for the City of West Des Moines, Iowa, on _____, 2017, and was published in the Des Moines Register on _____, 2017.

Ryan T. Jacobson, City Clerk

CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

Date: August 21, 2017

ITEM: Trail Side PUD Rezoning, 5003 EP True Parkway – Adopt a PUD to establish uses and development standards for commercial development – Ridgeway Titleholder LLC - (ZC-003526-2017)

Ordinance: Approval of First Reading

FINANCIAL IMPACT: Undetermined.

BACKGROUND: Ridgeway Titleholder LLC is requesting approval of a Planned Unit Development (PUD) to define uses (currently planned is a bicycle shop, hardware store and a retail tenant) and established developments standards for the property.

Plan and Zoning Commission Action:

Vote: 6-0 approval. Commissioner Brown absent

Date: August 14, 2017

Motion: Adopt a resolution recommending the City Council approve the Rezoning request.

OUTSTANDING ISSUES: There are no outstanding issues. The following items of interest are noted in the attached Plan and Zoning Commission report (see Exhibit I):

- Request
- History
- City Council Subcommittee – *April 27, 2017 and July 24, 2017*
- Staff Review and Comments
 - Hardware Store
 - Parking
- Comprehensive Plan Consistency
- Noticing Information
- Staff Recommendations and Conditions of Approval
- Owner/Applicant/Applicant Representative Information

RECOMMENDATION: Based upon the preceding review and a finding of consistency with the Comprehensive Plan, the Plan and Zoning Commission recommends the City Council adopt a resolution to approve the first reading to establish the Trail Side PUD (Planned Unit Development) as attached, subject to the applicant meeting all City Code requirements.

Lead Staff Member: Kara Tragesser

Kara

STAFF REVIEWS:

Department Director	
Appropriations/Finance	<i>AT</i>
Legal	<i>JD</i>
Agenda Acceptance	<i>KR</i>

PUBLICATION(S) (if applicable)

Published In	<i>Des Moines Register</i>	
Date(s) Published	<i>August 4, 2017</i>	
Letter sent to surrounding property owners		<i>N/A</i>

SUBCOMMITTEE REVIEW (if applicable)

Committee	<i>Development and Planning</i>		
Date Reviewed	<i>April 27, 2017 and July 24, 2017</i>		
Recommendation	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Split <input type="checkbox"/>

ATTACHMENTS:

- Exhibit I Plan and Zoning Communication
 - Attachment A – Location Map
 - Attachment B – Plan & Zoning Commission Resolution
 - Exhibit A – Conditions of Approval (none)
 - Exhibit B – Proposed Ordinance (moved to Exhibit II)
- Exhibit II Proposed Ordinance
 - Exhibit A PUD Sketch Plan

**CITY OF WEST DES MOINES
PLAN AND ZONING COMMISSION COMMUNICATION**

Meeting Date: August 14, 2017

Item: Trail Side PUD Rezoning, 5003 EP True Parkway – Adopt a PUD to establish uses and development standards for commercial development – Ridgeway Titleholder LLC (ZC-003526-2017)

Requested Action: Approval of Planned Unit Development (PUD) Ordinance

Case Advisor: Kara Tragesser, AICP

Applicant's Request: Ridgeway Properties LLC is requesting approval of a Planned Unit Development (PUD) to define uses (currently planned is a bicycle shop, hardware store and a retail tenant) and established developments standards for the property.

History: The property previously was owned by Dahl's grocery store. When Dahl's grocery store closed, the property was purchased by Kum & Go LLC. The grocery store building is vacant. In 2015 the property was platted into two lots. At that time, the City noted to the developer that future development of Lot 1 (grocery store building) was restricted due to the number of remaining parking spaces available on Lot 2 appearing to not being able to support many possible uses of the building. Lot 2 developed with approval of a Permitted Conditional Use for a convenience store in 2015 (Kum & Go).

In May 2017, the City Council approved an ordinance amendment to allow hardware stores no larger than 15,000 gross square feet in the Neighborhood Commercial zoning district. The amendment was requested by the applicant as there was a hardware store interested in leasing space in the building.

City Council Subcommittee: In combination with discussion of the PUD and the ordinance amendment for hardware stores, the applicant met with the Development and Planning City Council Subcommittee at a special meeting on April 27, 2017. There was discussion regarding the parking on the site, outdoor storage limitations and screening, and the need for a PUD to address the uses and parking. The Subcommittee was supportive of a PUD to address parking concerns.

The Trail Side PUD also was presented to the Subcommittee on July 24, 2017 as an informational item. The Subcommittee was supportive of the PUD.

Staff Review and Comment: There are no outstanding issues. Staff notes the following:

Hardware Store: The ordinance amendment to allow hardware stores in Neighborhood Commercial zoning districts was approved in May 2017. The ordinance provided that hardware stores less than 15,000 gross sq. ft. without outdoor storage or display area (outdoor storage is allowed at a rate of ten percent of the gross square feet and outdoor display is allowed at a rate of 20 percent of the gross square feet) will be allowed with the approval of a permitted conditional use permit primarily to deal with outside display and storage elements typical of such establishments. The PUD proposes to allow a hardware store less than 15,000 sq. ft. in the Trail Side PUD as a permitted use since staff has been able to work directly with the developers to address outdoor storage and outdoor display that are regularly addressed with a permitted conditional use, thereby enabling the use a permitted within the PUD.

Parking: Upon approval of the final plat, Southwoods Plat 2, Lot 1 (subject property) became non-compliant with the zoning ordinance based upon the number of parking spaces remaining on the lot compared to what would be required for the retail building left on the site (former grocery store). The applicant was aware of this deficit and that some uses may not be possible due to lack of parking. Staff indicated that a PUD would need to be put in place to address possible uses and the parking ratios required for each use. The applicant identified that a bicycle store (Bike World), a hardware store (Ace) and a retail tenant were proposed for the building.

Staff researched neighboring communities zoning codes for parking standards that they used for each of the uses and the applicant provided daily parking usage for the bike store and hardware store at their current locations elsewhere in the city to help determine if alternate parking ratios may be used for this PUD. This data appeared to summarize that the average hourly use of parking for the bicycle shop is 18 spaces and for the proposed hardware store an estimate of 19 spaces per hour are used (based on customer data and one space per customer). Staff has recommended in the PUD that the parking requirement for retail uses be an alternate ratio of 1 space per 250 sq. ft. of use (instead of the City's requirement of 1 space per 225 sq. ft.), for storage uses a ratio of 1 space per 1,000 sq. ft. (instead of 1 space per 500 sq. ft.) and for assembly of product uses 1.5 spaces per 1,000 sq. ft. (no current code requirement). The parking ratios for storage and assembly uses are only allowed at the reduced rate when the storage and assembly is ancillary to and for a retail tenant within the building. With the application of typical city code requirements, it would appear that use of the full 56,254 sq. ft. former Dahl's building would not be possible due to lack of parking.

Comprehensive Plan Consistency: The project has been reviewed for consistency with the Comprehensive Plan. Based upon that review, a finding has been made that the proposed project is consistent with the Comprehensive Plan in that the project is consistent with all of the goals and policies of the Comprehensive Plan and the land use map of the Comprehensive Plan.

Noticing Information: On August 4, 2017, notice of the August 14, 2017, Plan and Zoning Commission and of the August 21, 2017, City Council public hearings was published in the *Des Moines Register*. Notice of this public hearing also was mailed to all surrounding property owners within 370 feet of the subject property affected by these amendments on July 31, 2017.

Staff Recommendations and Conditions of Approval – PUD Ordinance: Based upon the preceding review and a finding of consistency with the Comprehensive Plan, staff recommends that the Plan and Zoning Commission adopt a resolution recommending the City Council approve the Trail Side PUD to establish uses and development standards for commercial development, subject to the applicant meeting all City Code requirements.

Applicant: Ridgeway Titleholder LLC
5726 Ashworth Road
West Des Moines IA 50266
515-250-5989

Owner: Same as above

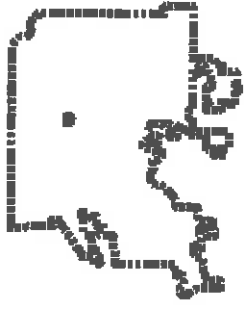
Applicant's Representatives:
Chuck Bishop
Bishop Engineering
3501 104th Street
Des Moines IA 50322
515-276-0467

Attachments:

Attachment A	-	Location Map
Attachment B	-	Plan and Zoning Commission Resolution
Exhibit A	-	Conditions of Approval
Exhibit B	-	Proposed Ordinance and Sketch Plan

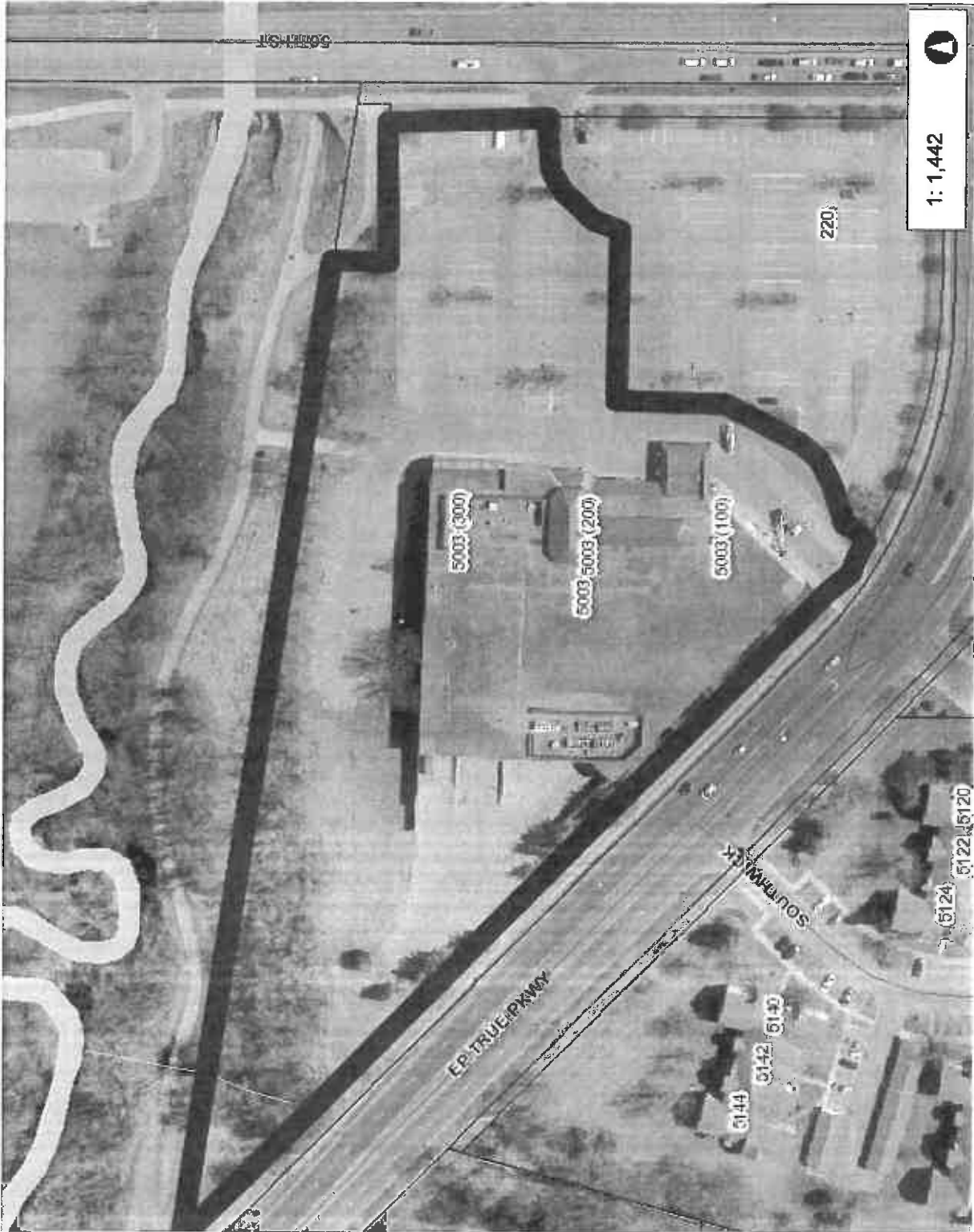


Trail Side PUD Location



Legend

- Parcels



1:1,442



240.3 Feet

120.13

0

240.3

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

THIS MAP IS NOT TO BE USED FOR NAVIGATION

RESOLUTION NO. PZC-17- 075

A RESOLUTION OF THE PLAN AND ZONING COMMISSION OF THE CITY OF WEST DES MOINES RECOMMENDING TO THE CITY COUNCIL THAT IT APPROVE AN ORDINANCE AMENDING THE WEST DES MOINES ZONING MAP TO CHANGE ZONING FROM NEIGHBORHOOD COMMERCIAL TO TRAIL SIDE PLANNED UNIT DEVELOPMENT (PUD)

WHEREAS, pursuant to the provisions of Title 9, Chapter 1 et seq. of the West Des Moines Municipal Code, the applicant, Ridgeway Titleholder LLC, has requested approval to amend the West Des Moines Zoning Map to change the zoning designation from Neighborhood Commercial to Trail Side PUD for property legally described as:

Legal Description
Southwoods Plat 2 Lot 1, on official plat now in and forming a part of the City of West Des Moines, Polk County, Iowa

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

WHEREAS, on August 14, 2017, this Commission held a duly-noticed hearing to consider the application to establish the Trail Side Planned Unit Development;

NOW, THEREFORE, THE PLAN AND ZONING COMMISSION OF THE CITY OF WEST DES MOINES DOES RESOLVE AS FOLLOWS:

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

SECTION 2. The zone change ordinance to change the zoning map from Neighborhood Commercial to Trail Side PUD, as proposed in Exhibit B, is recommended to the City Council for approval, subject to compliance with all the conditions in the staff report including conditions added at the Hearing, and attached hereto as Exhibit A. Violation of any such conditions shall be grounds for revocation of the permit, as well as any other remedy which is available to the City.

PASSED AND ADOPTED on August 14, 2017.


Craig Erickson, Chair
Plan and Zoning Commission

ATTEST:


Recording Secretary

I HEREBY CERTIFY that the foregoing resolution was duly adopted by the Plan and Zoning Commission of the City of West Des Moines, Iowa, at a regular meeting held on August 14, 2017, by the following vote:

- AYES: Andersen, Costa, Crowley, Erickson, Hatfield, Southworth
- NAYS:
- ABSTENTIONS:
- ABSENT: Brown

ATTEST:


Recording Secretary

**EXHIBIT A
CONDITIONS OF APPROVAL**

None

Prepared by: K. Tragesser, Development Services, City of West Des Moines, PO Box 65320, West Des Moines, IA 50265
Return To: City Clerk, City of West Des Moines, P.O. Box 65320, West Des Moines, IA 50265

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 9, PLANNED UNIT DEVELOPMENT DISTRICT, PERTAINING TO PUD (PLANNED UNIT DEVELOPMENT) DISTRICT REGULATIONS AND GUIDELINES TO ESTABLISH THE TRAIL SIDE PUD

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

SECTION 1. AMENDMENT: Amend the Zoning Map of the City of West Des Moines, Iowa, to change the zoning of the following legally described property from Neighborhood Commercial (NC) zoning district to Trail Side Planned Unit Development (PUD):

Legal Description

Southwoods Plat 2 Lot 2, an official plat now in and forming a part of the City of West Des Moines, Polk County, Iowa.

SECTION 2. SKETCH PLAN: Attached hereto and on file with the City is the Sketch Plan document for the Trail Side PUD marked Exhibit A and is made a part of this rezoning approval. The Sketch Plan is a graphic representation of the property included in the PUD delineating the approximate location and configuration of the PUD Parcels for the purpose of easier reference for the applicable regulations of this Ordinance. Wherever conflict occurs between the written text in this document and the notations on the Sketch Plan, the written text shall prevail.

SECTION 3. INTENT OF PUD: The Trailside PUD intends to provide a framework for development standards reflective of the realities and constraints of redevelopment of an existing structure and site, such as parking, and to establish design standards to reinforce and respect the context of the area and create a neighborhood identity that recognizes the area's development history. Because of existing nature of the building and site, certain zoning code provisions may need to be modified to accommodate reuse of the building. All applicable Building and Fire Codes related to the reuse of the existing building shall apply.

SECTION 4. REQUIRED PLANS: The following plans shall be required as a part of the processing of any development application for any property within the PUD:

Development Applications (Major Modification to a Site Plan, Permitted Conditional Use Permit, or Minor Modifications): Major modifications or minor modifications to a site plan for all development within the PUD must meet the intent of the approved PUD. Major modifications or minor modifications shall be submitted to the city of West Des Moines for review and approval prior to the development or redevelopment of any portion of the property within the PUD. Major Modifications to a site plan for permitted uses which comply (as determined by the director of development services or designee) with the design intent as set forth in this PUD will be subject to review via the city's review process and, if applicable, receive final approval from the city council following a recommendation from the plan and zoning commission. Site plans or use changes for uses identified as permitted

conditional (Pc) not otherwise amended within this ordinance shall require approval from the board of adjustment. At the discretion of the director of development services, an amendment to the PUD may be required to bring consistency between the ordinance and site plan development or use proposed. Minor modifications to the site plan are subject to administrative review via the city's review process unless it is determined by the director of development services that the minor modification is subject to review via the city's review process and to receive final approval from the city council following a recommendation from the plan and zoning commission.

SECTION 5. CONDITIONS: Whereas, Title 9, Chapter 9, PUD Planned Unit Development District of the City Code, establishes certain regulations and guidelines pertaining to accompanying information required on plat and site plan documents. Now, therefore, the following conditions, restrictions, and regulations are adopted as part of this approval:

- A. General Conditions: In addition to the PUD Sketch Plan Map, the following general development criteria shall be integrated into and made a part of this planned unit development.
1. General Conformance To Subdivision Ordinance: All subdivisions, public and private streets, public or private street rights-of-way and general development shall adhere to the standards and design criteria set forth in the West Des Moines Subdivision Ordinance and/or established City policies pertaining thereto, unless otherwise stated within this Ordinance.
 2. General Conformance to Zoning Ordinance: Unless otherwise specified herein, the development of the PUD shall comply with the provisions of the West Des Moines Zoning Ordinance.
 3. Building and Fire Code Conformance: All construction or remodeling shall conform to West Des Moines building codes and West Des Moines Fire Codes and addendums.
 4. Flood Hazard: In all areas within a 100-year frequency flood hazard zone, or adjoining drainage ways, and detention ponding areas involving potential flood hazards, no building shall be erected which has a lowest level floor, including basements, less than one foot (1') above the determined level of the 100-year frequency flood event. Buildings shall not be permitted within twenty five feet (25') of any easement or property boundary of a major drainage way, storm water detention basin or pond unless said location is approved as part of the development entitlement by the city council and said building is structurally designed accordingly.

Outdoor storage of products directly related to a tenant of the PUD may be stored in flood hazard zones provided that enclosure is of a design that does not impede water flow and that the materials stored within the enclosure or on display within the site are easily moved out of the of the flood hazard zone when flooding is projected.

5. Developer Responsibilities: The Developer, their successors and/or assigns, if any, shall pay all planning, engineering, and construction costs for the development of the planned unit development, as required by this Ordinance and approved site plans. Developer shall be responsible for cost of all streets, storm sewers, sanitary sewers, drainage way improvements, detention basins, water mains, buffers and other improvements as required of the development. Developer shall dedicate appropriate rights-of-way and/or public easements required within the PUD, unless otherwise approved by the City Council.
6. Sanitary Sewer: Any proposed change in approved land use densities for the PUD will require an analysis of the downstream sanitary sewer capacity to assure that adequate capacity is available for the proposed change in approved land use densities.
7. Street Lighting: The Developer shall be responsible for all costs associated with the installation of public street lights within or adjacent to any area proposed to be platted or included within a development.

SECTION 6. LAND USE DESIGN CRITERIA: In addition to the general criteria as stated above, the following land use regulations, development standards, and design criteria shall apply to the development of all areas designated on the Sketch Plan:

All general use regulations and provisions set forth in Title 9, Zoning of the West Des Moines City Code for Neighborhood Commercial (NC) zoning district shall apply to any development proposal for the property, unless noted otherwise in this ordinance.

- A. Uses: All permitted (P) and all permitted conditional (Pc) uses allowed in the Neighborhood Commercial zoning district will be allowed in the Trail Side PUD, except as modified by the following:
- a. Hardware Stores (SIC 5251) less than 15,000 gross square feet of tenant space or building area will be allowed as a permitted use, with additional square footage for outdoor display and storage in accordance with City Code.
 - b. The following uses shall be prohibited
 - i. SIC 2082 Brewery
 - ii. SIC 2082 Brewery less than 5,000 square feet in conjunction with a tap room
 - iii. SIC 5813 Drinking Places
 - iv. SIC 79 Event Venue
 - v. Any independent storage use
 - vi. Any use with a drive through
- B. Building Setbacks: Building setbacks for principal and accessory structures shall be measured from the ultimate right-of-way line for property lines abutting a public street or the property lines in all other cases.
- C. Outdoor Display and Storage: The intent of these provisions is to respect the neighborhood commercial district which is usually adjacent to residential development. Also, large outdoor storage yards are suited to larger commercial districts or industrial districts. In consideration of the intent, the following standards will apply to all uses within the PUD.
1. Unless otherwise authorized by the City, outdoor display of merchandise of an establishment occupying tenant space within the primary building may be allowed within an area equal to or less than an amount of square feet that is 20 percent of the gross square feet of the tenant space in the principal building. This display area may occupy an area located adjacent to the tenant space, without encroaching into any sidewalk (a four foot wide sidewalk must be maintained at all times) or parking area.
 2. Unless otherwise authorized by the City, outdoor storage of larger or bulk merchandise for an establishment occupying tenant space within the primary building may occupy an area equal to no more than ten percent of the gross square foot of the tenant space in the principal building. All outdoor storage is expected to be surrounded with an opaque enclosure up to eight feet tall; no material can exceed the height of the enclosure. This area shall not be located within required front yard, parking areas or required open space. As noted in Section 5, if the enclosure is situated within a flood hazard zone, the enclosure shall be of a design that does not impede water flows.
- D. No Temporary Use Permits that limit the availability of parking below the minimum number of stalls required of the tenant mix and square footages will be permitted.

SECTION 7. PARKING: Parking shall be governed by Title 9, Zoning, Chapter 15, Off Street Parking and Loading, for all uses within the PUD, unless modified by this section.

The Trail Side PUD is constrained on parking due to the construction of a convenience store on Lot 2, Southwoods Plat 2 and subsequent platting of the property leaving 150 spaces of parking as of July 1, 2017, for the use of the existing, former grocery store building. Therefore, the uses of the building need to be carefully planned by the owner to collectively utilize 150 parking spaces or less with the option to increase the parking space count by construction of more parking.

The following parking ratios for each type of use will be used within this PUD to calculate required parking for the tenant mix discussed for this building. Any use not identified below, shall be provide parking in accordance with city code:

Office: one space per 200 gross square feet
Retail: one space per 250 gross square feet
Restaurant: one space per 100 gross square feet
Fitness Center: one space per 150 gross square feet
Storage space that is directly incidental to a particular tenant: one space per 1,000 gross sq. ft.
Assembly of product area that is directly incidental to a particular tenant: one and one-half (1 ½) spaces per 1,000 sq. ft.

SECTION 8. LANDSCAPING: Landscaping for open space, parking lots, and screening shall be governed by Title 9, Zoning, Chapter 19, Landscaping. All screening and parking lot landscaping requirements are in addition to required open space landscaping requirements.

- A. Open Space: open space landscaping shall be provided according to Title 9, Zoning, Chapter 19, Landscaping upon the submittal of a major modification that changes the building square footage by over 2,000 sq. ft.
- B. Parking: the screening of the parking spaces facing the public street and those parking spaces directly facing adjacent property will be screened with vegetation of at least three feet in height and providing 100 percent opacity. Other parking lot landscaping will be required according to Title 9, Zoning, Chapter 19, Landscaping and will be required when the parking lot is reconfigured
- C. Dumpster Enclosure: A dumpster enclosure will be required for all waste disposal carts and containers. The dumpster enclosure shall be constructed from durable materials consistent with the primary building and in color and pattern to the principal structure.
- D. Ground mounted mechanical systems and other equipment such as transformers, utility boxes, and wall mounted utilities will be screened from public view, including the Jordan Creek greenbelt, by vegetation a minimum of three feet in height at the time of installation and choose a variety that will be expected to grow to a height that will provide 100 percent screening within two years from installation. Screening of the roof mounted mechanical shall be screened through architectural means such as screen walls, parapets, etc. Screening of these elements shall be done upon the submittal of a minor or major modification which includes relocation or addition of such elements.

SECTION 9. ARCHITECTURE: The architecture of any new construction or remodel of existing buildings within the PUD shall build on and reinforce the context of the existing building and the surrounding commercial areas to create a development identity that recognizes and incorporates the forms and elements typical of the surrounding commercial development and is sympathetic to the adjacent residential neighborhoods. The building(s) within this development shall accommodate or incorporate the following in building design and materials:

- 1. The design should incorporate the appearance of varied building forms and profiles within the large structure to help break up the mass of the large building footprint and encourage forms that provide human scale and interest.
- 2. The use of building articulation and materials which break up the building mass into modules that respect a pedestrian scale. The overall design should minimize long expanses of wall at a single height or in one plane. Long blank walls shall be prohibited. In respect to the areas of the existing building where long expanses of wall exist and are visible to the public:
 - a. If those areas are not in the scope of a proposed exterior building modification, exterior enhancements are encouraged, but not required.
 - b. If those areas are included the scope of a proposed exterior building modification, the exterior design shall accommodate or incorporate changes in building footprint and materials to visually minimize long expanses of wall for the entire wall segment.
- 3. Building(s) with multiple tenant spaces shall be designed to articulate each tenant facade and entry as a separate entity and to provide visual interest to the building exterior.
- 4. Entrances into buildings should be easily identified through the use of building design and detailing. Projected or recessed entryways, change in rooflines, addition of awnings or changes in building material are examples that can create this effect.

5. Variation in materials, material modules, textures, colors and details should be used to break up the mass of the buildings. Changes in materials should be aligned with changes in plan or roof form to emphasize changes in building mass.
6. Trim and structural elements such as posts or columns shall be sized to the scale of the building.
7. New materials shall complement existing building materials to provide a unified design. Materials should be high quality, durable, and maintain their appearance over a prolonged time. Use of natural materials such as brick and stone is encouraged, composite materials are appropriate substitutions in limited areas. Vinyl siding is not allowed. Architectural concrete or metal acceptable to the city may be incorporated in the design. These materials should be used in limited areas to offer architectural detail and texture. Metal panel systems should be detailed with finished edges and have concealed fasteners. Architectural concrete shall have an integrated color rather than surface applied paint/staining and should generally have texture for interest.

SECTION 10. SIGNAGE REGULATION: Any signage not specifically addressed within this ordinance shall comply with all provisions and standards of Title 9, Chapter 18 (Signs) for the Neighborhood Commercial Zoning District.

Wall Signage: All tenant spaces in the Trail Side PUD shall be allowed exterior wall signage in accordance with the following:

1. One and one-half (1 1/2) square feet of sign area is earned per linear foot of tenant frontage on the east side of the building facing 50th Street.
2. No signage allowance is granted for any other building façade.
3. There is no limit on the number of signs allowed on a building, unless restricted elsewhere within this code, however the total amount of sign area earned, based upon the formulas above, shall not be exceeded. Additionally, the total amount of sign area that may be placed on any one wall shall not exceed what that wall would earn at a one (1) square foot per linear foot of frontage.
4. A multi-tenant wall sign may be allowed on any one wall for identification of all tenants within the building if said sign panel is architecturally compatible with the building. No additional square footage of signage to identify tenants will be granted beyond the 1 ½ sq. ft. earned from the east façade.

SECTION 11. STORM WATER MANAGEMENT: A Storm Water Management Plan may be required if there is a collective net increase in impervious surface of 2,000sf or more or the existing building is demolished and a new structure constructed. The Developer will have said Storm Water Management Plan prepared by a Professional Engineer licensed in the State of Iowa, in conjunction with the submittal of a site plan, major modification, eligible minor modifications, or preliminary plat for the development of the property. The Storm Water Management Plan shall comply with the City's current design standards for storm water management. The method of storm water management and the storm water conveyance system shall be determined prior to City approval of a preliminary plat.

At time of any of the above actions, ownership and responsibility for all storm water detention areas and private storm water detention outlet structures will need to be established through the execution of a Storm Water Facility Maintenance Agreement.

SECTION 12. TRAFFIC STUDY REQUIRED: Future development applications for major modifications or Pc uses will be required to comply with the requirements outlined within a traffic impact study prepared for the application.

The requirements may include, but are not limited to, auxiliary lanes, access locations, allowable throat distances at accesses, lane configurations, alignment, agreements to pay for applicant's share of possible future traffic signals, etc. Prior to, or in conjunction with the development of any parcel, or portion of a parcel, the developer shall have the traffic report reviewed by the city's traffic engineer to ensure that the provisions and assumptions of the original traffic report are still valid and applicable. The future developer will be required to comply with the requirements outlined in the traffic impact study being prepared for this site.

SECTION 13. SAVINGS CLAUSE: If any section, provision, sentence, clause, phrase or part of the Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any provision, section, subsection, sentence, clause, phrase or part hereof not adjudged invalid or unconstitutional.

SECTION 14. EFFECTIVE DATE: This Ordinance shall be in full force and effect after its passage, approval and publication as provided by law.

Passed and approved by the City Council on this ____ day of _____ 2017.

Steve Gaer, Mayor

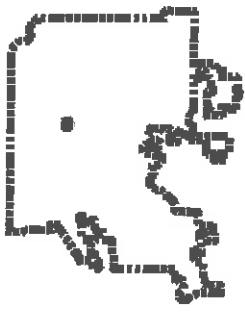
ATTEST:

Ryan T. Jacobson, City Clerk

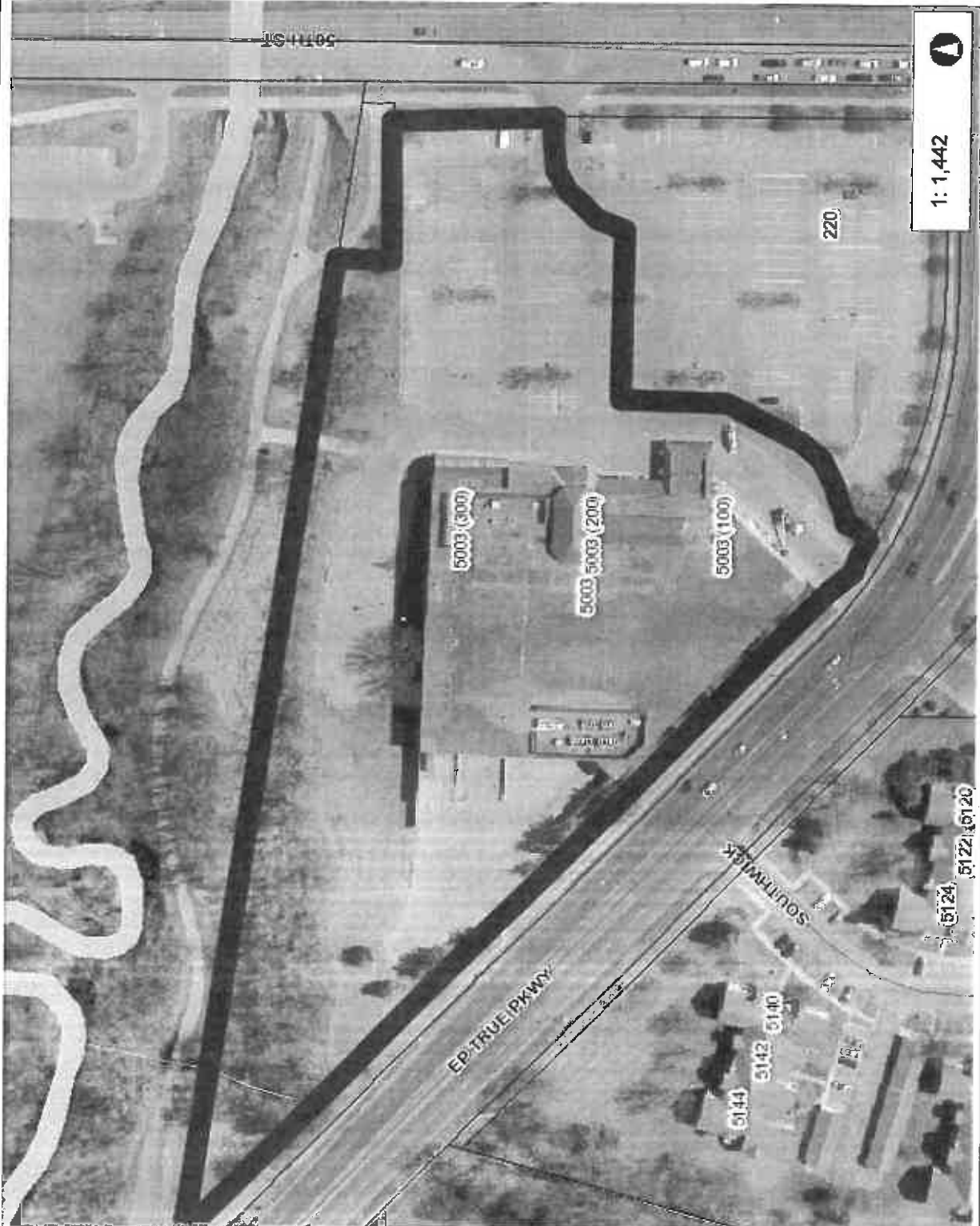
I certify that the foregoing was published as Ordinance No. _____ on the ___ day of _____ 2017.

Ryan T. Jacobson, City Clerk

Trail Side PUD August 2017



Legend
 Parcels



1: 1,442

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

240.3 0 120.13 240.3 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: August 21, 2017

ITEM: Jordan Creek Crossing I, North side of Coachlight Drive between S. 64th Street and S. 68th Street – Specific Plan Amendment to modify land use regulations and update the Specific Plan Map and architectural precedent images – 68th Street Properties, LLC – ZC-003560-2017

ORDINANCE: Approval of First Reading of a Specific Plan Amendment

FINANCIAL IMPACT: Undetermined.

BACKGROUND: The applicants, Monty & Kerri Lockyear, in association with the property owner, 68th Street Properties, LLC, are seeking approval of an amendment to the Jordan Creek Crossing I Specific Plan Ordinance to allow SIC 7999, Court Games (such as pickle ball, hand ball, racquetball, etc.) as a permitted use, modify the specific plan map and modify architectural concepts. The applicants would like to construct a pickle ball facility called Smash Park on Lots 5, 6, and Outlot Y within the Jordan Creek Crossing I development. The facility would include indoor and outdoor pickle ball courts, bocce ball, and bags (aka Corn Hole) games, along with ancillary food and bar service.

Plan and Zoning Commission Action:

Vote: 6-0 for approval, with Commissioner Brown absent.

Date: August 14, 2017

Motion: Adopt a resolution recommending the City Council approve an Amendment to the Jordan Creek Crossing I Specific Plan Ordinance.

OUTSTANDING ISSUES: There are no outstanding issues. The applicant has stated that they are in agreement with all of staff's recommendations and conditions. The following items of interest are noted in the attached Plan and Zoning Commission report (see Exhibit I):

- Applicant's Request
- History
- City Council Subcommittee – *Development & Planning – August 7, 2017*
- Staff Review and Comment
 - *SIC 79*
 - *Architecture*
 - *Parking*
 - *Restaurants/Drinking Places*
- Comprehensive Plan Consistency
- Town Center Overlay District Consistency
- Noticing Information
- Staff Recommendation and Conditions of Approval
- Property Owner/Applicant Information

Staff Recommendation And Conditions Of Approval: Based upon the preceding review and a finding of consistency with the goals and policies of the Comprehensive Plan and the Town Center Overlay District, the Plan and Zoning Commission recommends the City Council approve an amendment to the existing Jordan Creek Crossing I Specific Plan Ordinance, Specific Plan Map and exhibits to allow SIC 7999, Court Games (such as pickle ball, hand ball, racquetball, etc.), as a permitted use, modify the specific plan map and modify architectural concepts, subject to the applicant meeting all City Code requirements and the following:

1. The applicant acknowledging that this Specific Plan Amendment is not an approval of the Smash Park building architecture or site plan, which will be reviewed through the regular Overlay District Site Plan review process.

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

Staff Reviews:

Department Director	
Appropriations/Finance	
Legal	
Agenda Acceptance	

PUBLICATION(S) (if applicable)

Published In	Des Moines Register
Date(s) Published	August 4, 2017
Letter sent to surrounding property owners	August 2, 2017

SUBCOMMITTEE REVIEW (if applicable)

Committee	Development & Planning		
Date Reviewed	August 7, 2017		
Recommendation	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Split <input type="checkbox"/>

ATTACHMENTS:

- Exhibit I - Plan and Zoning Commission Communication
 - Attachment A - Plan and Zoning Commission Resolution
 - Exhibit A - Conditions of Approval
 - Attachment B - Location Map
 - Attachment C - Proposed Specific Plan Ordinance Amendment (Moved to Exhibit II)
- Exhibit II - Specific Plan Ordinance Amendment
 - Exhibit A - Specific Plan Map
 - Exhibit B - Updated Precedent Image

**CITY OF WEST DES MOINES
PLAN AND ZONING COMMISSION COMMUNICATION**

Meeting Date: August 14, 2017

Item: Jordan Creek Crossing I, North side of Coachlight Drive between S. 64th Street and S. 68th Street – Specific Plan Amendment to modify land use regulations and update the Specific Plan Map and architectural precedent images – 68th Street Properties, LLC – ZC-003560-2017

Requested Action: Approval of Zone Change Specific Plan Amendment

Case Advisor: Brian S. Portz, AICP *BP*

Applicant's Request: The applicants, Monty & Kerri Lockyear, in association with the property owner, 68th Street Properties, LLC, are seeking approval of an amendment to the Jordan Creek Crossing I Specific Plan Ordinance to allow SIC 7999, Court Games (such as pickle ball, hand ball, racquetball, etc.) as a permitted use, modify the specific plan map and modify architectural concepts. The applicants would like to construct a pickle ball facility called Smash Park on Lots 5, 6, and Outlot Y within the Jordan Creek Crossing I development. The facility would include indoor and outdoor pickle ball courts, bocce ball, bags games, along with food and bar service.

History: The property was annexed into the City as part of the Mills Civic Parkway Annexation in 2003. The Jordan Creek Crossing I Specific Plan Ordinance was created in 2004 for mixed use commercial and residential development on the property. The Specific Plan was amended in 2007 to amend signage, allowed uses (SIC 79 was added as a permitted use) and parking requirements for residential uses. The Specific plan was also amended in 2012, which included an amendment to the allowed land uses (the larger category of SIC 79 was removed) and signage regulations. The property was platted as a part of Jordan Creek Crossing Plat 1 in 2004.

City Council Subcommittee: The proposed Specific Plan amendment was presented to the Development and Planning City Council Subcommittee on August 7, 2017 as an informational item. The Council Members indicated support of the project.

Staff Review and Comment: This request was distributed to other City departments and other agencies for their review and comment. There are no outstanding issues. Staff would summarize the following:

- **SIC 79:** With the Specific Plan Ordinance amendment in 2007, SIC 79 was added to the specific plan area as a permitted use. This SIC category included the proposed SIC 7999, Court Games along with many other amusement and recreational uses. In 2012, an amendment to the Jordan Creek Crossing Specific Plan was approved that removed SIC 79. When listed just as 'SIC 79', uses such as dance halls, theatrical companies and producers, bands and orchestras, bowling centers, professional and semi-professional sports clubs, and amusement parks would be allowed. The amendment proposed changes to specify which uses within the Amusement and Recreation Services category (SIC 79), based on scale and compatibility with other office/retail uses and the residential component of the development, would be allowed, specifically SIC 7911-02 (Dance instruction and school services), 7922-01 (Theatrical talent and booking agencies), and 7941-99 Sports clubs, managers, and promoters, NEC, were allowed. Staff feels that the scale and activity level of the proposed Pickle Ball facility along with bags and bocce ball are appropriate for the area and would be desirable to the area residents and hotel guests within Hilton Garden Inn and Hyatt Place hotels which are adjacent to the proposed facility. The proposed amendment allows for SIC 7999 Court Games, such as bocce ball, hand ball, pickle ball, racquetball, etc.
- **Architecture:** As with the original specific plan, character images for each major building to establish design elements, materials and building massing are included as exhibits to the Specific Plan Ordinance. Updated images for the proposed Smash Park building have been provided. Staff believes that the architecture, color, and materials for the new proposed building will provide visual cohesiveness with the balance of the Jordan Creek Crossing development. The specific architecture shown for the Smash Park building has not yet been

approved through the Overlay District Site Plan review process. If the Jordan Creek Crossing I Specific Plan Amendment is approved, staff recommends a condition that the approval does not approve the Smash Park architecture, which is currently under review.

- **Parking:** The proposed Smash Park business will house pickle ball courts, bags games, bocce ball games, and alcohol and dining services. The parking for the Smash Park shall be provided on site and through shared parking agreements within the development. Staff is proposing to require 8 parking spaces per court for games played on a court such as pickle ball, racquetball, hand ball, etc. For all other games (bocce ball, bags, etc.), 8 spaces per game type is required regardless of the number of fields/tables within that game type. The parking required for the alcohol and dining services within the building as provided in the current Specific Plan Ordinance remains the same.
- **Restaurants/drinking places:** The Jordan Creek Crossing I Specific Plan Ordinance has a stipulation that a maximum of 15,000 square feet of sit down restaurants are permitted within the development. This limit was placed when a portion of the proposed Smash Park was proposed as a standalone restaurant. Since this property will not be developed with a standalone restaurant, staff is proposing to reduce the square footage for a sit down restaurant to 10,000 square feet.

The Specific Plan Ordinance also has a stipulation that a maximum of one drinking place is allowed within the development no greater than 3,000 square feet in size. Since the proposed Smash Park will have an ancillary drinking place (to the principle use of the building) and the existing hotels on the site may already have ancillary drinking places within them as well, staff is proposing an amendment to the Specific Plan Ordinance adding the word, “standalone” to the maximum square footage of drinking places allowed within the development to separate an ancillary drinking place from a drinking place that is not ancillary to a primary use.

Comprehensive Plan Consistency: The project has been reviewed for consistency with the Comprehensive Plan. Based upon that review, a finding has been made that the proposed project is consistent with the Comprehensive Plan in that the project is consistent with all of the goals and policies of the Comprehensive Plan and the land use map of the Comprehensive Plan.

Town Center Overlay District Consistency: The proposed project has been reviewed for consistency with the Town Center Overlay District Guidelines. Based upon that review, a finding has been made that the proposed project is consistent with the Town Center Overlay District Guidelines in that the plan is consistent with the overall objective and intents of the Town Center Overlay District Guidelines.

Noticing Information: On August 4, 2017, notice for the August 14, 2017, Plan and Zoning Commission and August 21, 2017, City Council Public Hearings on this project was published in the Des Moines Register. Notice of these public hearings was also mailed to all surrounding property owners within 370 feet of the subject property on August 2, 2017.

Staff Recommendation And Conditions Of Approval: Based upon the preceding review and a finding of consistency with the goals and policies of the Comprehensive Plan, staff recommends the Plan and Zoning Commission adopt a resolution recommending to the City Council approval of an amendment to the existing Jordan Creek Crossing I Specific Plan Ordinance, Map and Exhibits to allow SIC 7999, Court Games (such as pickle ball, hand ball, racquetball, etc.), as a permitted use, modify the specific plan map and modify architectural concepts, subject to the applicant meeting all City Code requirements and the following:

1. The applicant acknowledging that this Specific Plan Amendment is not an approval of the Smash Park building architecture or site plan, which will be reviewed through the regular Overlay District Site Plan review process.

Property Owner: 68th Street Properties, LLC
416 S. 2nd Avenue
Sioux Falls, SD 57104
Jon.ledinsky@cbre-hubbell.com

Applicant: Monty & Kerri Lockyear
3120 White Pine Court
Waukee, IA 50263
kerri@smashpark.com

ATTACHMENTS:

Attachment A	-	Plan and Zoning Commission Resolution – Zone Change Specific Plan
Exhibit A	-	Conditions of Approval
Attachment B	-	Location Map
Attachment C	-	Proposed Specific Plan Ordinance Amendment
Exhibit A	-	Specific Plan Map
Exhibit B	-	Updated Precedent Image

RESOLUTION NO. PZC-17-076

A RESOLUTION OF THE PLAN AND ZONING COMMISSION OF THE CITY OF WEST DES MOINES, RECOMMENDING TO THE CITY COUNCIL THAT IT APPROVE AN AMENDMENT TO THE JORDAN CREEK CROSSING I SPECIFIC PLAN (ZC-003560-2017).

WHEREAS, pursuant to the provisions of Title 9, Chapter 1 et seq, of the West Des Moines Municipal Code, the applicant, Monty and Kerri, Lockyear, in association with the property owner, 68th Street Properties, LLC, have requested approval for an amendment to the existing Jordan Creek Crossing Specific Plan for an approximately 20 acre site located north of Coachlight Drive between S. 64th Street and S. 68th Street. The proposed amendment modifies the existing Jordan Creek Crossing I Specific Plan Ordinance, Map and Exhibits to allow SIC 7999, Court Games (such as pickle ball, hand ball, racquetball, etc.) as a permitted use, modify the specific plan map and modify architectural concepts;

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

WHEREAS, on August 14, 2017, this Commission held a duly-noticed hearing to consider the application for the Zone Change Specific Plan (ZC-003560-2017)

NOW, THEREFORE, THE PLAN AND ZONING COMMISSION OF THE CITY OF WEST DES MOINES DOES RESOLVE AS FOLLOWS:

SECTION 1. The findings, for approval, in the staff report, dated August 14, 2017, or as amended orally at the Plan and Zoning Commission hearing of August 14, 2017, as shown in Exhibit A, if any, are adopted.

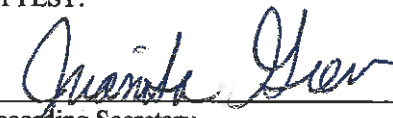
SECTION 2. THE ZONE CHANGE SPECIFIC PLAN (ZC-003560-2017) amendment is recommended to the City Council for approval based on the findings in the staff report, dated August 14, 2017, including findings added at the Hearing.

PASSED AND ADOPTED on August 14, 2017.



Craig Erickson, Chair
Plan and Zoning Commission

ATTEST:




Recording Secretary

I HEREBY CERTIFY that the foregoing resolution was duly adopted by the Plan and Zoning Commission of the City of West Des Moines, Iowa, at a regular meeting held on August 14, 2017, by the following vote:

AYES: Andersen, Costa, Crowley, Erickson, Hatfield, Southworth
NAYS:
ABSTENTIONS:
ABSENT: Brown

ATTEST

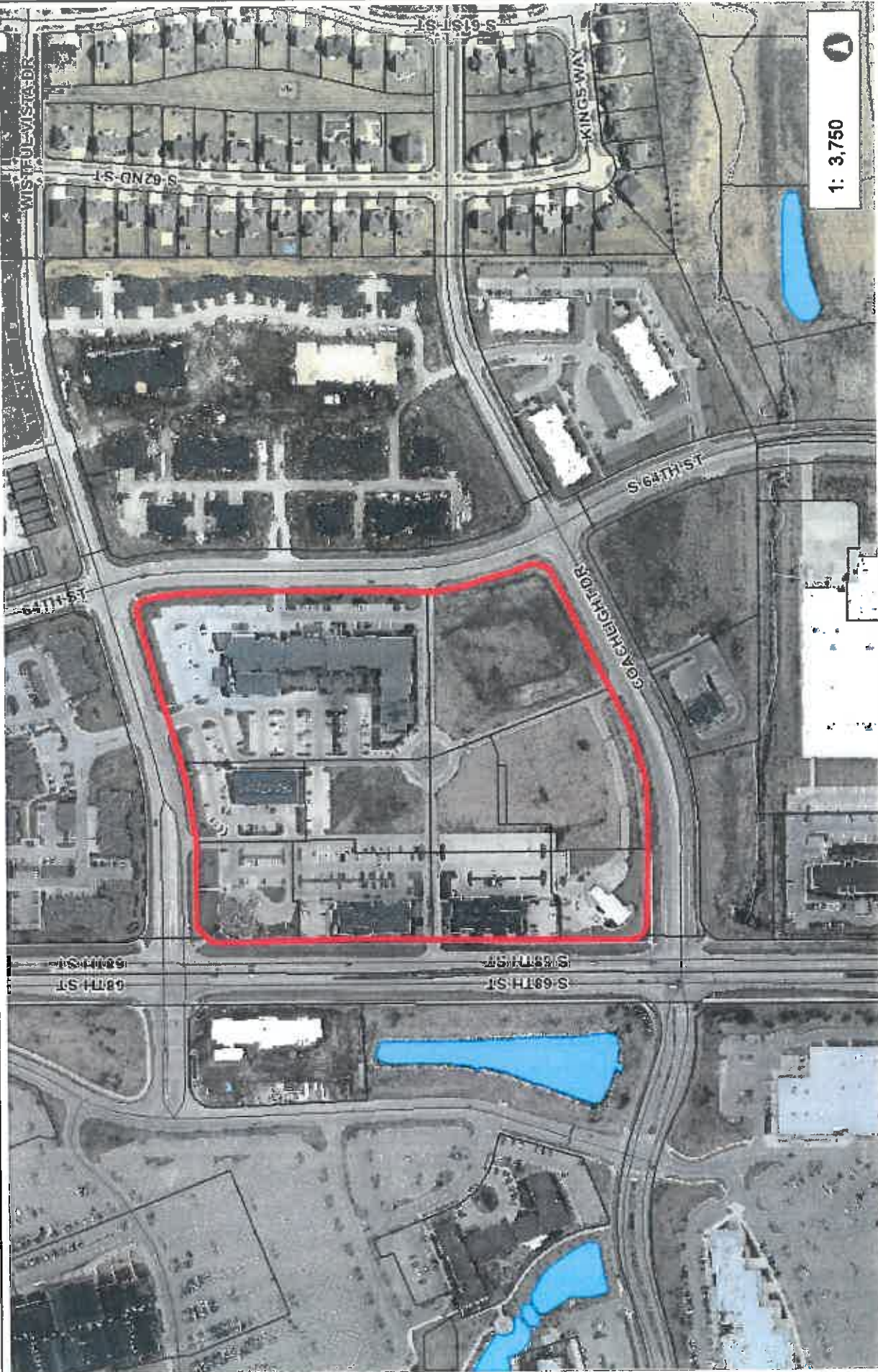


Recording Secretary

EXHIBIT A
Conditions of Approval

1. The applicant acknowledging that this Specific Plan Amendment is not an approval of the Smash Park building architecture or site plan, which will be reviewed through the regular Overlay District Site Plan review process.

Jordan Creek Crossing I



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
© City of West Des Moines, Iowa

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Prepared by: B. Portz, Development Services, City of West Des Moines, P.O. Box 65320, West Des Moines, IA 50265
Return To: City Clerk, City of West Des Moines, P.O. Box 65320, West Des Moines, IA 50265

ORDINANCE #

AN ORDINANCE AMENDING ORDINANCE #1608, #1738, #1963, and #1965 TO AMEND THE JORDAN CREEK CROSSING I PLANNED UNIT DEVELOPMENT (PUD #71) TO MODIFY LAND USE REGULATIONS, THE SPECIFIC PLAN MAP, AND ARCHITECTURAL CONCEPTS

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

SECTION 1. AMENDMENT: Ordinance #1608, #1738, #1963, and #1965 pertaining to the Jordan Creek Crossing I Specific Plan, Section 071-05: *Requirements*; Subsection G: *Parking Requirements*; Subsection 2: *Number of Stalls*; is hereby amended by replacing Subsection d with the following bolded italicized text and re-lettering accordingly:

- G. **Parking Requirements:** All parking areas shall be landscaped to screen their visibility from public rights of way or from any adjoining property outside the Jordan Creek Crossing with the use of predominately evergreen plant materials and/or berming and shall be reviewed at the time of review of the site plan for the development of the parcel.
1. **Parking Lots:** Parking lots shall be set back a minimum of thirty feet (30') from property line.
 2. **Number Of Stalls:**
 - a. ***Unless otherwise specified below***, all office and commercial parcels shall provide a minimum of one space per three hundred (300) square feet of gross leasable area (gla) of building.
 - b. Residential uses within parcels B and C shall provide at a minimum 1.5 spaces either covered or uncovered for each unit. Residential within all other parcels shall provide one enclosed parking space (either under building or within a dedicated garage structure) per unit. In addition, residential uses within all other parcels shall provide within the developing lot the equivalent of one-half (1/2) of a parking stall per unit for guest parking.
 - c. Hotels shall comply with a minimum requirement of one space for each guestroom.
 - d. ***Land uses with "game courts" shall provide a minimum of 8 spaces per court. Games such as bocce ball, bags, etc. that don't have a "court" shall provide a minimum of 8 spaces per game type, regardless of how many games are proposed within that game type.***
 - e. At the discretion of the director of development services, a less stringent parking calculation may be used provided the applicant can demonstrate a need for a parking rate less than the above, due to shared parking or off peak uses.

SECTION 2. AMENDMENT: Ordinance #1608, #1738, #1963, and #1965 pertaining to the Jordan Creek Crossing I Specific Plan, Section 071-11: *Land Use Design Criteria*; Subsection A: *Parcels A through K*; Subsection 1: *Uses*; Subsection a(2): *Permitted Uses*; is hereby amended by adding the following bolded italicized text:

7941-99	Sports clubs, managers, and promoters, NEC
7991	Physical fitness facilities
7999	<i>Court Games, such as bocce ball, hand ball, pickle ball, racquetball, etc.</i>

SECTION 3. AMENDMENT: Ordinance #1608, #1738, #1963, and #1965 pertaining to the Jordan Creek Crossing I Specific Plan, Section 071-11: *Land Use Design Criteria*; Subsection A: *Parcels A through K*; Subsection 1: *Uses*; Subsection a(5)(B)&(C): *Permitted Uses*; is hereby amended by deleting the highlighted strikethrough text and adding the following bolded italicized text:

- (5) The above permitted and permitted conditional uses shall be limited as follows:
 - (A) Maximum of twelve thousand (12,000) square feet of bank uses.
 - (B) Maximum ~~fifteen thousand (15,000) square feet~~ ***of ten thousand (10,000) square feet*** of sit down restaurants (no drive-throughs are allowed).
 - (C) A maximum of one ***standalone*** drinking place (SIC 5813) shall be allowed which is no greater than three thousand (3,000) square feet of ***gross floor area*** ~~sq. ft.~~ ***A standalone drinking place shall include a standalone building or one tenant space within a multi-tenant building.*** The square footage of a drinking establishment shall be counted within the square foot limitations of restaurants. ***There is no limit on the number and size of drinking places that are ancillary to a primary use.***

SECTION 4. AMENDMENT: Ordinance 1608, #1738, #1963, and #1965, “Jordan Creek Crossing I” is hereby amended by replacing the Specific Plan Map and architectural concepts for Parcel E on file with the City Clerk with that as illustrated in Exhibit A and B of this ordinance.

SECTION 5. VIOLATIONS AND PENALTIES. Any person who violates the provisions of this Ordinance upon conviction shall be punished as set forth in 1-4-1 of the City Code of the City of West Des Moines, Iowa.

SECTION 6. OTHER REMEDIES. In addition to the provisions set out in the Violations and Penalties Section herein, the City may proceed in law or equity against any person, firm or corporation for violation of any section or subsection of this Ordinance.

SECTION 7. SAVINGS CLAUSE. If any section, provision, sentence, clause, phrase or part of the Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any provision, section, subsection, sentence, clause, phrase or part hereof not adjudged invalid or unconstitutional.

SECTION 8. EFFECTIVE DATE. This Ordinance shall be in full force and effect after its passage, approval and publication as provided by law.

Passed and approved by the City Council on the _____ day of _____, 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.

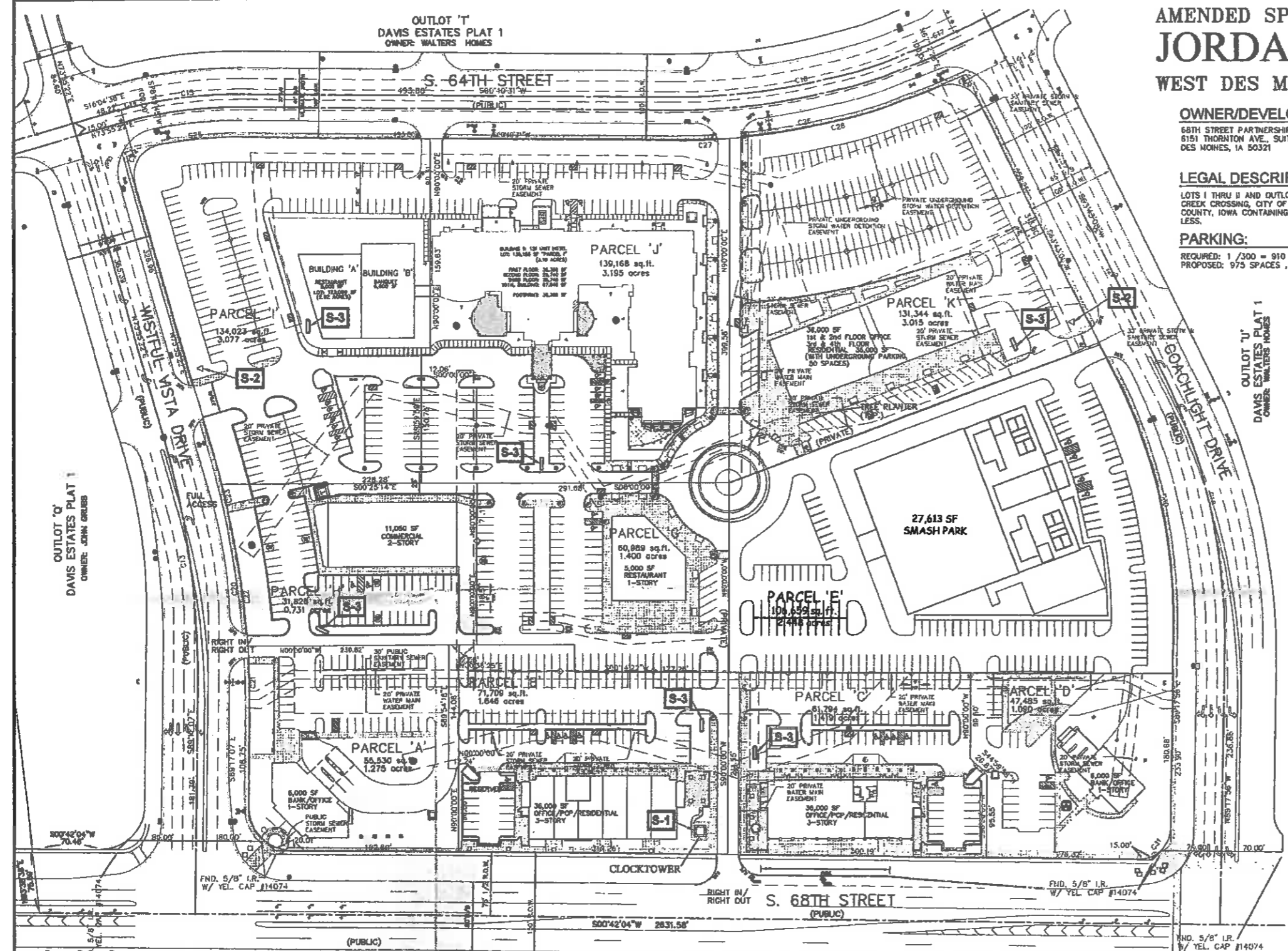
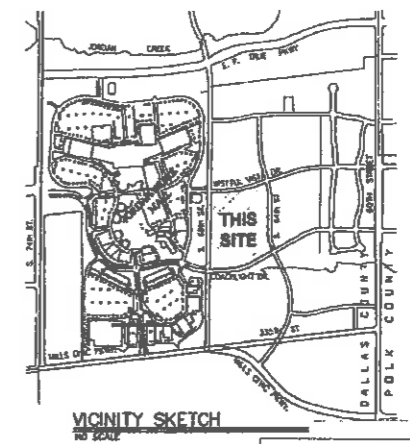
Ryan T. Jacobson
City Clerk

AMENDED SPECIFIC PLAN JORDAN CREEK CROSSING WEST DES MOINES, IOWA

OWNER/DEVELOPER:
68TH STREET PARTNERSHIP L.L.C.
6151 THORNTON AVE., SUITE 700
DES MOINES, IA 50321

LEGAL DESCRIPTION:
LOTS 1 THRU 11 AND OUTLOTS 'Y' AND 'Z', JORDAN CREEK CROSSING, CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA CONTAINING 20.457 ACRES MORE OR LESS.

PARKING:
REQUIRED: 1 / 300 = 910 SPACES
PROPOSED: 975 SPACES, 118 FOR RESIDENTIAL



- Design Concepts:
 - See Individual building elevations
- Uses:
 - See Site Calculations Summary
- Bulk Regulations:
 - Height Restrictions:
 - See the Site Calculations Summary for proposed building heights.
- Estimated Parking:
 - See the Site Calculations Summary for proposed parking.
- Parking Setbacks:
 - 30 feet from all public rights-of-way.
- Building Setbacks:
 - 10 feet from all public rights-of-way.
 - 0 feet from all internal lots not abutting rights-of-way.
- Building Uses:
 - Use shall comply to the underlying zoning classifications of PCP, High Density Residential

Site Calculations Summary

• Probable building areas, building uses and locations are probable, but shall include all uses allowed in the Development Agreement.

Building	Size	Height	Uses
A	6,000 SF	1-story; 28'	Bank / PCP
B	34,000 SF	2-story; up to 65'	PCP / Residential vehicle undergarage
C	34,000 SF	2-story; up to 65'	PCP / Residential vehicle undergarage
D	6,000 SF	1-story; 28'	Bank / PCP
E	64,000 SF	4-story; up to 65'	Office / Residential underground parking
F	6,000 SF	1-story; 28'	Restaurant
G	6,000 SF	1-story; 28'	Restaurant
H	21,000 SF	1-story; 28'	Commercial
I	18,000 SF	1-story; 28'	Restaurant
J	12,188 SF	3-story; up to 65'	Hotel / Water Park
K	72,000 SF	4-story; up to 65'	Office / Residential underground parking

Total Building Area: 393,828 SF

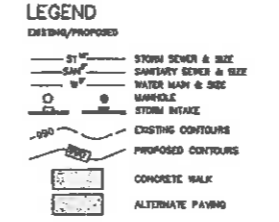
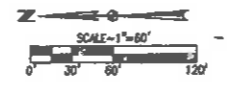
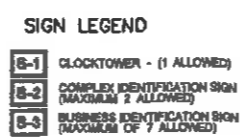
NOTES:
1. The above uses and sizes are probable, but not definitive. Uses shall comply with the Development Agreement.

- NOTES**
- ONE WEEK PRIOR TO CONSTRUCTION THE CONTRACTOR SHALL NOTIFY:
 - WEST DES MOINES ENGINEER
 - 68TH STREET PARTNERSHIP L.L.C.
 - CIVIL DESIGN ADVANTAGE
 - ALL DIMENSIONS ARE TO BACK OF CURB, OUTSIDE OF BUILDING WALL, AND TO PROPERTY LINES. THE LOCATIONS AND DIMENSIONS SHOWN ON THE PLANS FOR EXISTING FACILITIES ARE IN ACCORDANCE WITH AVAILABLE INFORMATION WITHOUT UNCOVERING AND MEASURING. THE ENGINEER DOES NOT GUARANTEE THE ACCURACY OF THIS INFORMATION OR THAT ALL EXISTING UNDERGROUND FACILITIES ARE SHOWN. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO CONTACT ALL PUBLIC AND/OR PRIVATE UTILITIES SERVING THE AREA TO DETERMINE THE PRESENT EXTERIOR AND EXACT LOCATION OF THEIR FACILITIES BEFORE BEGINNING WORK.
 - PROVIDE 2" CONCRETE BORDERS AROUND ALL INTAKES AND MANHOLES WITHIN PAVING AREAS.
 - ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH CITY OF WEST DES MOINES STANDARD SPECIFICATIONS.
 - THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES OR STRUCTURES AT THE SITE. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE OWNERS OF UTILITIES OR STRUCTURES CONCERNED BEFORE STARTING WORK. THE CONTRACTOR SHALL NOTIFY THE PROPER UTILITY IMMEDIATELY UPON BREAKING OR DAMAGE TO ANY UTILITY LINE OR APPURTENANCE, OR THE INTERRUPTION OF THEIR SERVICE. HE SHALL NOTIFY THE PROPER UTILITY INVOLVED. IF EXISTING UTILITY LINES ARE ENCOUNTERED THAT CONFLICT IN LOCATION WITH NEW CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY THE ENGINEER SO THAT THE CONFLICT MAY BE RESOLVED.
 - SIDEWALK AND DRIVE APPROACH INSTALLATIONS TO BE INSPECTED BY CITY OF WEST DES MOINES ENGINEERING DEPARTMENT, MINIMUM 24 HOUR NOTICE.
 - ALL CURBS SPILLED ON CITY R.O.W. AND ADJOINING PROPERTY SHALL BE REMOVED BY THE CONTRACTOR AT HIS OWNERS RISK.
 - ALL CONSTRUCTION WITHIN THE CITY OF WEST DES MOINES R.O.W. SHALL COMPLY WITH THE CITY OF WEST DES MOINES STANDARD CONSTRUCTION SPECIFICATIONS FOR SUBDIVISIONS.
 - PAVEMENT THICKNESS SHALL BE 6" P.C.C. CURB AND GUTTER.
 - INCREASING ACCESS SHALL BE COVERED BY A BLANKET PAVEMENT.
 - THE ACCESSIBLE PARKING SPACES ARE LOCATED ON THE SHORTEST POSSIBLE ACCESSIBLE CIRCULATION ROUTE TO THE MAIN ENTRANCE OF EACH BUILDING.
 - FOR SPECIFIC CONSTRUCTION DETAILS REGARDING THE ADJACENT PUBLIC STREET SYSTEM, REFER TO THE CITY APPROVED CONSTRUCTION PLANS FOR JORDAN CREEK CROSSING PUBLIC IMPROVEMENTS.

NOTE:
BASE INFORMATION PROVIDED BY CIVIL ENGINEERING CONSULTANTS

CURVE DATA:

CURVE	DELTA	RADIUS	LENGTH	TANGENT	BEARING	CHORD	CURVE	DELTA	RADIUS	LENGTH	TANGENT	BEARING	CHORD
C1	89°59'12"	25.00	39.26	24.99	S44°17'31"E	35.33	C18	13°15'48"	335.00	123.85	62.20	N05°57'23"W	123.57
C2	16°47'31"	1200.00	351.69	177.11	N82°19'07"E	350.43	C19	24°08'00"	715.00	301.16	152.85	S11°23'29"E	298.94
C3	90°00'00"	25.00	39.27	25.00	N28°53'22"E	35.36	C20	00°49'08"	715.00	9.39	4.69	S23°50'03"E	9.39
C4	90°00'00"	25.00	39.27	25.00	S61°04'38"E	35.36	C21	90°00'49"	35.00	54.99	35.01	S45°42'29"W	49.50
C5	89°19'12"	25.00	38.54	24.28	S29°45'46"W	34.83	C22	16°47'31"	800.00	234.46	118.08	N82°19'07"E	232.62
C6	15°34'26"	535.00	145.42	73.16	N07°06'42"W	144.97	C23	07°52'16"	800.00	109.44	54.80	N86°47'45"E	109.35
C7	24°53'08"	715.00	318.55	157.76	S11°46'03"E	308.11	C24	08°57'14"	800.00	125.02	62.64	N78°23'59"E	124.89
C8	92°04'15"	25.00	40.17	25.92	S70°14'44"E	35.99	C25	24°09'00"	25.00	40.79	26.57	N59°19'58"W	36.42
C9	90°00'00"	25.00	39.27	25.00	S18°49'08"W	35.36	C26	13°15'48"	335.00	107.64	54.06	N05°57'23"W	107.40
C10	90°00'00"	25.00	39.27	25.00	N71°16'52"W	35.36	C27	24°09'00"	785.00	330.65	167.81	S11°23'29"E	328.21
C11	26°58'56"	800.00	376.74	191.93	N77°12'36"E	373.27	C28	14°16'06"	922.84	68.75	34.39	S01°37'08"E	68.73
C12	44°24'24"	35.00	27.14	14.29	S68°29'38"W	26.46	C29	11°13'37"	809.66	158.65	79.58	S10°13'27"E	158.40
C13	16°47'31"	1000.00	293.07	147.59	N82°19'07"E	292.03	C30	07°32'14"	785.00	103.26	51.71	S19°41'22"E	103.19
C14	16°45'09"	500.00	146.19	73.62	N07°42'03"W	145.67	C31	07°10'37"	25.00	38.04	23.88	N20°07'50"E	34.47
C15	26°57'23"	750.00	352.86	179.76	S12°40'10"E	349.61	C32	27°38'03"	708.84	338.02	172.37	N77°32'39"E	334.76
C16	26°58'56"	700.00	329.65	167.94	N77°12'36"E	326.61	C33	11°37'02"	708.84	142.10	71.30	N63°32'09"E	141.86
C17	08°18'38"	535.00	21.57	10.79	N13°44'36"W	21.57	C34	16°01'01"	708.84	195.92	98.60	N83°21'10"E	195.28
							C35	90°00'00"	35.00	54.98	35.00	S44°17'56"E	49.50

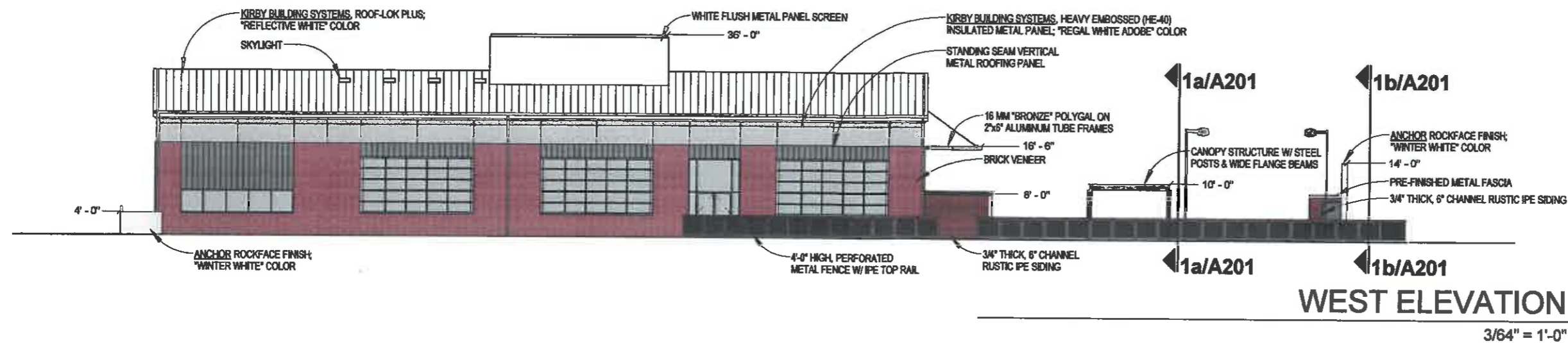


DATE	REVISIONS
02-20-11	FIRST SUBMITTAL

NOTE: COOPER CRAWFORD & ASSOCIATES, INC. HAS BEEN APPROVED BY THE CITY OF WEST DES MOINES FOR THE JORDAN CREEK CROSSING SPECIFIC PLAN.

COOPER CRAWFORD & ASSOCIATES, LLC
475 S. 50th STREET, SUITES 800
WEST DES MOINES, IOWA 50265
(515) 234-1344

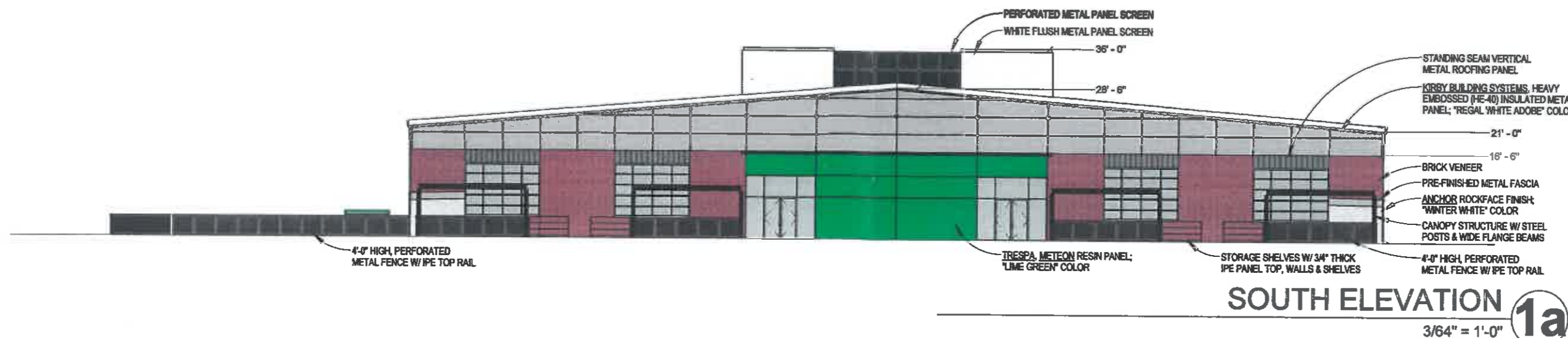
JORDAN CREEK CROSSING AMENDED SPECIFIC PLAN



WEST ELEVATION **2**
 3/64" = 1'-0"



SOUTH ENTRANCE WALL **1b**
 3/64" = 1'-0"



SOUTH ELEVATION **1a**
 3/64" = 1'-0"

SMASHPARK WEST DES MOINES

6625 COACH LIGHT
 DRIVE, WEST DES
 MOINES, IA 50266

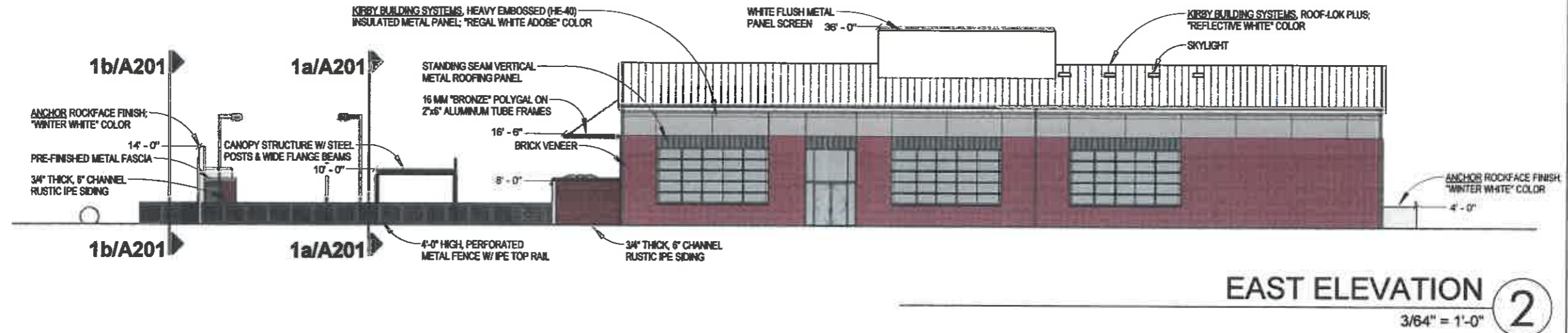
Num.	Description	Date

PROJECT # 17003.00

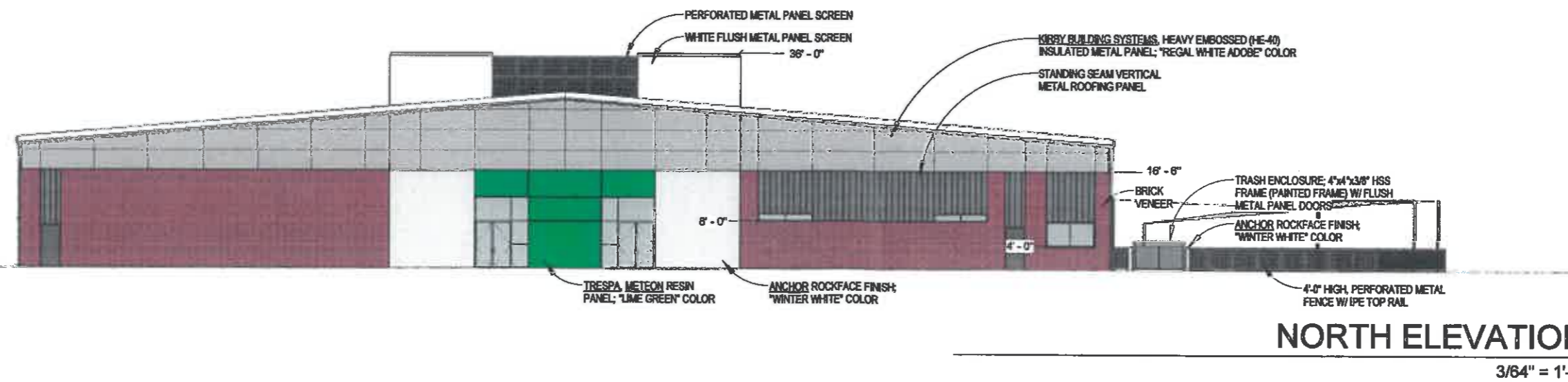
DATE: 08.08.17

A201

BUILDING ELEVATIONS



EAST ELEVATION ②
3/64" = 1'-0"



NORTH ELEVATION ①
3/64" = 1'-0"

SMASHPARK WEST DES MOINES

6625 COACH LIGHT
DRIVE, WEST DES
MOINES, IA 50266

Num.	Description	Date
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PROJECT #	17003.00
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DATE:	08.08.17
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A202

BUILDING ELEVATIONS

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

ITEM: Creation of the Midtown Urban Renewal Area - City Initiated **DATE:** August 21, 2017

RESOLUTION: Approval of the Resolution adopting the plan
ORDINANCE: Approval of First Reading of the TIF Ordinance

FINANCIAL IMPACT: The City anticipates spending no more than \$4,000,000 as economic development incentives in the form of a five (5) year, sliding scale property tax rebate. That figure includes the development agreement with Business Solvers and GuideOne Insurance, (the owner of the property), for the redevelopment of the Business Solvers' corporate offices. Business Solvers will receive approximately \$149,568 as a property tax rebate. This will serve as the local match for the High Quality Jobs Program award that Business Solvers received from the Iowa Economic Development Authority. In addition, the City's required match for IEDA's financial assistance results in a \$20,000 loan at 0%, half of which is forgivable. These funds will come out of Account #1750.50.575.3.5040. Business Solvers' improvements to the property will be approximately \$7,370,000. As part of their project, they will lease the entire building and create 40 new jobs.

BACKGROUND: Staff has initiated the process to create the Midtown Urban Renewal Plan. The area of this plan has never been part of a previously approved Urban Renewal Area. The Area does not have a frozen base value as debt was never certified for this Urban Renewal Area.

As required by law, on August 14, 2017, the Plan and Zoning Commission made a finding that the Midtown URP was consistent with the Comprehensive Plan.

As required by law, on August 2, 2017, staff held a consultation meeting for all of the taxing entities. The only attendees were City of West Des Moines staff and a representative from the West Des Moines Community School District.

OUTSTANDING ISSUES: There are no outstanding issues regarding this proposed amendment.

RECOMMENDATION: Staff recommends the approval of the Resolution approving the urban renewal plan, and approval of the first reading of the TIF Ordinance.

Lead Staff Member: Clyde E. Evans, AICP

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	DM Register
Date(s) Published	8/11/17
Letter sent to surrounding property owners	NA

SUBCOMMITTEE REVIEW (if applicable)

Committee	F&A
Date Reviewed	2/17/16
Recommendation	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Split <input type="checkbox"/>

ATTACHMENTS:

- Exhibit I - Resolution
- Exhibit II- Ordinance
- Exhibit III - Proposed Midtown Urban Renewal Plan

RESOLUTION NO. _____

RESOLUTION DETERMINING AN AREA OF THE CITY TO BE AN ECONOMIC DEVELOPMENT AREA, AND THAT THE REHABILITATION, CONSERVATION, REDEVELOPMENT, DEVELOPMENT, OR A COMBINATION THEREOF, OF SUCH AREA IS NECESSARY IN THE INTEREST OF THE PUBLIC HEALTH, SAFETY OR WELFARE OF THE RESIDENTS OF THE CITY; DESIGNATING SUCH AREA AS APPROPRIATE FOR URBAN RENEWAL PROJECTS; AND ADOPTING THE MIDTOWN URBAN RENEWAL PLAN

WHEREAS, this Council has reasonable cause to believe that the area described below satisfies the eligibility criteria for designation as an urban renewal area under Iowa law; and

WHEREAS, a proposed Midtown Urban Renewal Plan ("Plan" or "Urban Renewal Plan") for the Midtown Urban Renewal Area ("Area" or "Urban Renewal Area") described below has been prepared, which proposed Plan has been on file in the office of the City Clerk and which is incorporated herein by reference; and

WHEREAS, this proposed Midtown Urban Renewal Area includes and consists of:

A TRACT OF LAND IN SECTIONS 2, 3 AND 10, TOWNSHIP 78 NORTH, RANGE 25 WEST OF THE FIFTH PRINCIPAL MERIDIAN, WEST DES MOINES, POLK COUNTY, IOWA, IS INCLUDED IN THE MIDTOWN URBAN RENEWAL AREA, THIS TRACT OF LAND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 4, COLBY'S OFFICE PARK PLAT 2, AN OFFICIAL SUBDIVISION NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA;

THENCE WEST, ALONG THE NORTH LINE OF SAID LOT 4, TO THE NORTHWEST CORNER OF SAID LOT 4, OF SAID COLBY'S OFFICE PARK PLAT 2;

THENCE SOUTH, ALONG THE WEST LINE OF SAID LOT 4, TO THE NORTHWEST CORNER OF LOT 3, OF SAID COLBY'S OFFICE PARK PLAT 2;

THENCE SOUTH, ALONG THE WEST LINE OF SAID LOT 3, TO THE NORTHWEST CORNER OF LOT 1, OF SAID COLBY'S OFFICE PARK PLAT 2;

THENCE SOUTH, ALONG THE WEST LINE AND THE WEST LINE EXTENDED OF SAID LOT 1, OF SAID COLBY'S OFFICE PARK PLAT 2, TO THE SOUTH RIGHT OF WAY LINE OF ASHWORTH ROAD;

THENCE WEST, ALONG THE SOUTH RIGHT-OF-WAY LINE AND THE SOUTH RIGHT-OF-WAY LINE EXTENDED OF ASHWORTH ROAD, TO THE EAST LINE EXTENDED OF GOLF AND COUNTRY CLUB PLAT 3, AN OFFICIAL

SUBDIVISION NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA;
THENCE NORTH, ALONG THE EAST LINE EXTENDED AND THE EAST LINE OF SAID GOLF AND COUNTRY CLUB PLAT 3, TO THE NORTHEAST CORNER OF SAID GOLF AND COUNTRY CLUB PLAT 3;

THENCE WEST, ALONG THE NORTH LINE OF SAID GOLF AND COUNTRY CLUB PLAT 3, TO THE SOUTHEAST CORNER OF GOLF AND COUNTRY CLUB PLAT 12, AN OFFICIAL SUBDIVISION NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA;

THENCE NORTH, ALONG THE EAST LINE OF SAID GOLF AND COUNTRY CLUB PLAT 12, TO THE SOUTHEAST CORNER OF GOLF AND COUNTRY CLUB PLAT 13, AN OFFICIAL SUBDIVISION NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA;

THENCE NORTH, ALONG THE EAST LINE AND EAST LINE EXTENDED OF SAID GOLF AND COUNTRY CLUB PLAT 13, TO THE NORTH RIGHT OF WAY LINE OF WOODLAND AVENUE;

THENCE EAST, ALONG THE NORTH RIGHT OF WAY LINE OF WOODLAND AVENUE, TO THE WEST LINE EXTENDED OF LOT 4, GOLF AND COUNTRY CLUB PLAT 10, AN OFFICIAL SUBDIVISION NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA;

THENCE SOUTH, ALONG THE WEST LINE EXTENDED AND THE WEST LINE OF SAID LOT 4, OF SAID GOLF AND COUNTRY CLUB PLAT 10, TO THE SOUTHWEST CORNER OF SAID LOT 4, OF SAID GOLF AND COUNTRY CLUB PLAT 10;

THENCE EAST, ALONG THE SOUTH LINE OF SAID LOT 4, OF SAID GOLF AND COUNTRY CLUB PLAT 10, TO THE WEST RIGHT OF WAY LINE OF 11TH STREET;

THENCE NORTH, ALONG THE WEST RIGHT OF WAY LINE AND WEST RIGHT OF WAY LINE EXTENDED OF SAID 11TH STREET, TO THE SOUTH LINE OF THE EAST 282.71 FEET OF THE SOUTH 295.8 FEET OF LOT 8, OF SAID GOLF AND COUNTRY CLUB PLAT 10;

THENCE WEST, ALONG THE SOUTH LINE OF THE EAST 282.71 FEET OF THE SOUTH 295.8 FEET OF LOT 8, OF SAID GOLF AND COUNTRY CLUB PLAT 10, TO THE SOUTHWEST CORNER OF THE EAST 282.71 FEET OF THE SOUTH 295.8 FEET OF SAID LOT 8, OF SAID GOLF AND COUNTRY CLUB PLAT 10;

THENCE NORTH, ALONG THE WEST LINE OF THE EAST 282.71 FEET OF THE SOUTH 295.8 FEET OF SAID LOT 8, OF SAID GOLF AND COUNTRY CLUB PLAT 10, TO THE NORTHWEST CORNER OF THE EAST 282.71 FEET OF THE SOUTH 295.8 FEET OF SAID LOT 8, OF SAID GOLF AND COUNTRY CLUB PLAT 10;

THENCE EAST, ALONG THE NORTH LINE OF THE EAST 282.71 FEET OF THE SOUTH 295.8 FEET OF SAID LOT 8, OF SAID GOLF AND COUNTRY CLUB PLAT 10, TO THE WEST LINE OF LOT 12, OF AUDITORS PLAT COLBY'S OFFICE

PARK, AN OFFICIAL PLAT NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA;

THENCE NORTH, ALONG THE WEST LINE OF SAID LOT 12, OF SAID AUDITORS PLAT COLBY'S OFFICE PARK, TO THE SOUTH RIGHT OF WAY LINE OF INTERSTATE HIGHWAY 235;

THENCE SOUTHEASTERLY, ALONG THE SOUTH RIGHT OF WAY LINE AND SOUTH RIGHT OF WAY LINE EXTENDED OF SAID INTERSTATE HIGHWAY 235, TO THE WEST LINE OF COLBY'S FACTORY ADDITION, AN OFFICIAL SUBDIVISION NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA;

THENCE NORTH, ALONG THE WEST LINE OF SAID COLBY'S FACTORY ADDITION, TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE NORFOLK SOUTHERN CORPORATION RAILROAD;

THENCE SOUTHEASTERLY, ALONG SOUTHWESTERLY RIGHT OF WAY LINE OF SAID NORFOLK SOUTHERN CORPORATION RAILROAD, TO THE SOUTHEASTERLY CORNER OF LOT 7, OF COLBY'S FACTORY ADDITION, AN OFFICIAL SUBDIVISION NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA;

THENCE SOUTHWESTERLY, ALONG THE SOUTHEASTERLY LINE OF SAID COLBY'S FACTORY ADDITION, TO THE NORTHEAST CORNER OF CLEGG PARK PLAT TWO, AN OFFICIAL SUBDIVISION NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA;

THENCE WEST, ALONG THE NORTH LINE OF SAID CLEGG PARK PLAT 2, TO THE NORTHWEST CORNER OF SAID CLEGG PARK PLAT 2;

THENCE SOUTH, ALONG THE WEST LINE OF SAID CLEGG PARK PLAT 2, TO THE POINT OF BEGINNING.

WHEREAS, it is desirable that the Urban Renewal Area be redeveloped as described in the proposed Midtown Urban Renewal Plan to be known hereafter as the "Midtown Urban Renewal Plan"; and

WHEREAS, the Iowa statutes require the City Council to submit the proposed Midtown Urban Renewal Plan to the Planning and Zoning Commission for review and recommendation as to its conformity with the general plan for development of the City as a whole, prior to City Council approval thereof; and

WHEREAS, creation of the Midtown Urban Renewal Area and adoption of the Midtown Urban Renewal Plan therefore has been approved by the Planning and Zoning Commission for the City as being in conformity with the general plan for development of the City as a whole, as evidenced by its written report and recommendation filed herewith, which report and recommendation is hereby accepted, approved in all respects and incorporated herein by this reference; and

WHEREAS, by resolution adopted on July 24, 2017, this Council directed that a consultation be held with the designated representatives of all affected taxing entities to discuss the proposed Midtown Urban Renewal Plan and the division of revenue described therein, and that notice of the consultation and a copy of the proposed Midtown Urban Renewal Plan be sent to all affected taxing entities; and

WHEREAS, pursuant to such notice, the consultation was duly held as ordered by the City Council and all required responses to the recommendations made by the affected taxing entities, if any, have been timely made as set forth in the report of the Director of Community and Economic Development, or his delegate, filed herewith and incorporated herein by this reference, which report is in all respects approved; and

WHEREAS, by resolution this Council also set a public hearing on the adoption of the proposed Midtown Urban Renewal Plan for this meeting of the Council, and due and proper notice of the public hearing was given, as provided by law, by timely publication in the Des Moines Register, which notice set forth the time and place for this hearing and the nature and purpose thereof; and

WHEREAS, in accordance with the notice, all persons or organizations desiring to be heard on the proposed Midtown Urban Renewal Plan, both for and against, have been given an opportunity to be heard with respect thereto and due consideration has been given to all comments and views expressed to this Council in connection therewith and the public hearing has been closed.

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

Section 1. That the findings and conclusions set forth or contained in the proposed "Midtown Urban Renewal Plan" for the area of the City of West Des Moines, State of Iowa, legally described and depicted in the Plan and incorporated herein by reference (which area shall hereinafter be known as the "Midtown Urban Renewal Area"), be and the same are hereby adopted and approved as the findings of this Council for this area.

Section 2. This Council further finds:

a) Although relocation is not expected, a feasible method exists for the relocation of any families who will be displaced from the Midtown Urban Renewal Area into decent, safe and sanitary dwelling accommodations within their means and without undue hardship to such families;

b) The Urban Renewal Plan conforms to the general plan for the development of the City as a whole; and

c) Acquisition by the City is not immediately expected, however, as to any areas of open land to be acquired by the City included within the Midtown Urban Renewal Area:

i. Residential use is not expected, however, with reference to any portions thereof which are to be developed for residential uses, this City Council hereby determines that a shortage of housing of sound standards and design with decency, safety and sanitation exists within the City; that the acquisition of the area for residential uses is an integral part of and essential to the program of the municipality; and that one or more of the following conditions exist:

a. That the need for housing accommodations has been or will be increased as a result of the clearance of slums in other areas, including other portions of the urban renewal area.

b. That conditions of blight in the municipality and the shortage of decent, safe and sanitary housing cause or contribute to an increase in and spread of disease and crime, so as to constitute a menace to the public health, safety, morals, or welfare.

c. That the provision of public improvements related to housing and residential development will encourage housing and residential development which is necessary to encourage the retention or relocation of industrial and commercial enterprises in this state and its municipalities.

d. The acquisition of the area is necessary to provide for the construction of housing for low and moderate income families.

ii. Non-residential use is expected and with reference to those portions thereof which are to be developed for non-residential uses, such non-residential uses are necessary and appropriate to facilitate the proper growth and development of the City in accordance with sound planning standards and local community objectives.

Section 3. That the Midtown Urban Renewal Area is an economic development area within the meaning of Iowa Code Chapter 403; that such area is eligible for designation as an urban renewal area and otherwise meets all requisites under the provisions of Chapter 403 of the Code of Iowa; and that the rehabilitation, conservation, redevelopment, development, or a combination thereof, of such area is necessary in the interest of the public health, safety or welfare of the residents of this City.

Section 4. That the Midtown Urban Renewal Plan, attached hereto as Exhibit 1 and incorporated herein by reference, be and the same is hereby approved and adopted as the "Midtown Urban Renewal Plan for the Midtown Urban Renewal Area"; the Midtown Urban Renewal Plan for such area is hereby in all respects approved; and the City Clerk is hereby directed to file a certified copy of the Midtown Urban Renewal Plan with the proceedings of this meeting.

Section 5. That, notwithstanding any resolution, ordinance, plan, amendment or any other document, the original Midtown Urban Renewal Plan shall be in full force and effect from the date of this Resolution until the Council amends or repeals the Plan. Said Midtown Urban

Renewal Plan shall be forthwith certified by the City Clerk, along with a copy of this Resolution, to the Recorder for Polk County, Iowa, to be filed and recorded in the manner provided by law.

PASSED AND APPROVED this 21st day of August, 2017.

Steven Gaer, Mayor

ATTEST:

Ryan Jacobson, City Clerk

Label the Plan as Exhibit 1 (with all exhibits) and attach it to this Resolution.

**MIDTOWN
URBAN RENEWAL PLAN**

for the

**MIDTOWN
URBAN RENEWAL AREA**

**CITY OF WEST DES MOINES,
IOWA**

August __, 2017

TABLE OF CONTENTS

SECTION

A.	INTRODUCTION	3
B.	DESCRIPTION OF THE URBAN RENEWAL AREA	3
C.	AREA DESIGNATION	3
D.	BASE VALUE	3
E.	DEVELOPMENT PLAN/ZONING	3
F.	PLAN OBJECTIVES	4
G.	TYPES OF RENEWAL ACTIVITIES	4
H.	ELIGIBLE URBAN RENEWAL PROJECT(S)	6
I.	FINANCIAL DATA	7
J.	URBAN RENEWAL FINANCING	8
K.	PROPERTY ACQUISITION/DISPOSITION	9
L.	RELOCATION	9
M.	STATE AND LOCAL REQUIREMENTS	9
N.	URBAN RENEWAL PLAN AMENDMENTS	9
O.	EFFECTIVE PERIOD	9
P.	SEVERABILITY CLAUSE	10

EXHIBITS

A.	LEGAL DESCRIPTION OF AREA	11
B.	URBAN RENEWAL AREA MAP	14

Midtown Urban Renewal Plan City of West Des Moines, Iowa

A. INTRODUCTION

This Midtown Urban Renewal Plan (“Plan” or “Urban Renewal Plan”) for the Midtown Urban Renewal Area (“Area” or “Urban Renewal Area”) has been developed to help local officials promote economic development in the City of West Des Moines. The primary goal of the Plan is to stimulate, through public involvement and commitment, private investment in new commercial and industrial development.

In order to achieve this objective, West Des Moines (the “City”) intends to undertake Urban Renewal activities pursuant to the powers granted to it under Chapter 403 and Chapter 15A of the Code of Iowa, as amended.

B. DESCRIPTION OF THE URBAN RENEWAL AREA

The Midtown Urban Renewal Area is described in Exhibit A and illustrated in Exhibit B.

The City reserves the right to modify the boundaries of the Area at some future date.

C. AREA DESIGNATION

With the adoption of this Plan, the City of West Des Moines designates this Urban Renewal Area as an area that is appropriate for the promotion of economic development (commercial and industrial).

D. BASE VALUE

If the Midtown Urban Renewal Area is legally established, a Tax Increment Financing (TIF) Ordinance is adopted and debt is certified prior to December 1, 2017, the taxable valuation within the area included in the TIF Ordinance as of January 1, 2016 will be considered the frozen “base valuation.” If debt is not certified until a later date or if a TIF ordinance is not adopted until later, the “base value” will be the assessed value of the taxable property within the TIF Ordinance area as of January 1 of the calendar year preceding the calendar year in which the City first certifies the amount of any debt on the Area.

E. DEVELOPMENT PLAN/ZONING

West Des Moines has a general plan for the physical development of the City as a whole outlined in the West Des Moines Comprehensive Plan dated September 20, 2010. The goals and objectives of this Urban Renewal Plan, including the urban renewal projects, are in conformity with the 2010 Comprehensive Plan.

The Urban Renewal Area is zoned: Support Commercial, Professional Commerce Park, Residential High Density (2 PUDs: Southwoods West and Woodland Park), and Office

Final Version

PUD. This Urban Renewal Plan does not in any way replace or modify the City's current land use planning or zoning regulation process.

The need for improved traffic, public transportation, public utilities, recreational and community facilities, or other public improvements within the Urban Renewal Area is set forth in this Plan. As the Area develops, the need for public infrastructure extensions and upgrades will be evaluated and planned for by the City.

F. PLAN OBJECTIVES

Renewal activities are designed to provide opportunities, incentives, and sites for new and existing economic development within the Area. More specific objectives for the development, redevelopment and rehabilitation within the Midtown Urban Renewal Area are as follows:

1. To achieve a diversified, well-balanced economy providing a desirable standard of living, creating job opportunities, and strengthening the tax base.
2. To plan for and provide sufficient land for commercial and industrial development in a manner that is efficient from the standpoint of providing municipal services.
3. To provide for the installation of public works and facilities including, but not limited to, water, sanitary sewer and other public improvements, which contribute to the revitalization of the area and to the sound development of the entire City.
4. To encourage commercial and industrial growth and expansion through governmental policies which make it economically feasible to do business.
5. To provide a more marketable and attractive investment climate through the use of various federal, state and local incentives.
6. To stimulate, through public action and commitment, private investment in new and existing commercial and/or industrial development.
7. To improve the conditions and opportunities for economic development (commercial and industrial).
8. To help develop a sound economic base that will serve as the foundation for future growth and development.

G. TYPES OF RENEWAL ACTIVITIES

To meet the objectives of this Urban Renewal Plan and to encourage orderly development of the area, the City intends to utilize the powers conferred under Chapter 403 and Chapter 15A, Code of Iowa. Activities may include:

Final Version

- New rehabilitated, converted, or expanded industrial uses within the Area.
- New, rehabilitated, converted, or expanded commercial uses within the Area.

General development activities in the Midtown Urban Renewal Area may include:

1. To undertake and carry out urban renewal projects through the execution of contracts and other instruments.
2. To arrange for or cause to be provided the construction or repair of public infrastructure including but not limited to streets, curb and gutter, street lighting, water, sanitary sewer, public utilities or other facilities in connection with urban renewal projects.
3. To make loans, forgivable loans, grants, tax rebate payments or other types of economic development grants or incentives to private persons, local development organizations, or businesses for economic development purposes on such terms as may be determined by the City Council.
4. To borrow money and to provide security therefor.
5. To acquire or dispose of property.
6. To provide for the construction of specific site improvements such as grading and site preparation activities, access roads and parking, fencing, utility connections, and related activities.
7. To acquire property through a variety of means (purchase, lease, option, etc.) and to hold, clear, or prepare the property for redevelopment.
8. To make or have made surveys and plans necessary for the implementation of the Urban Renewal Plan or specific urban renewal projects.
9. To use any or all other powers granted by the Urban Renewal Act to develop and provide for improved economic conditions for the City of West Des Moines.

Nothing herein shall be construed as a limitation on the power of the City to exercise any lawful power granted to the City under Chapter 15, Chapter 15A, Chapter 403, Chapter 427B, or any other provision of the Code of Iowa in furtherance of the objectives of this Urban Renewal Plan.

H. ELIGIBLE URBAN RENEWAL PROJECTS

Although certain project activities may occur over a period of years, the eligible urban renewal projects under this Urban Renewal Plan include:

1. Public Improvements

Final Version

Urban Renewal Project Description	Estimated Time Period	Estimated Cost to be reimbursed by tax increment financing	Rationale (why economic development is promoted)
Reconstruction & widening of 8 th Street from Center Street to just north of Clegg Road (to include raised median, left turn lanes, and signal improvements at 8 th & Center and 8 th & Office Park)	2017-2021	\$3,500,000 - \$4,200,000	Road improvements necessary to assist in the movement of people and goods.
Storm sewer along Office Park Road	2017-2021	\$1,400,000 - \$1,700,000	The extension of sewer lines would allow for commercial development in the area.
Storm sewer and detention facility along 11 th Street	2017-2021	\$410,000- \$490,000	The extension of sewer lines and expansion of detention capacity would allow for commercial development in the area.
Storm sewer and detention facility near Walnut Creek Campus	2017-2021	\$820,000 - \$970,000	The extension of sewer lines and expansion of detention capacity would allow for commercial development in the area.
Traffic signalization at 11 th and Ashworth	2017-2021	\$350,000- \$420,000	The construction of this traffic signal will help facilitate the movement of people and goods through the area and help relieve traffic congestion.
Total		\$6,480,000 to \$7,780,000	

Note: It may be that the above costs will be reduced by the application of state and/or federal grants or programs; cost-sharing agreements with other entities; or other available sources of funds.

2. Tax Rebate or other Development Agreements

A. Economic development incentive for a business in West Des Moines: Businessolver.com, Inc. plans to renovate the interior and exterior of a 94,830 square foot building and employ at least 456 employees therein. The construction of the building is expected to be completed by February 28, 2019, with construction costs anticipated to be no less than approximately \$4,000,000. The incentive is expected to be in the form of an incremental property tax rebate in the amount of \$149,568 and loans in the amount of \$20,000, provided pursuant to a detailed Development Agreement between the City and Businessolver.com, Inc. The costs

of such a Development Agreement to be funded by tax increment will not exceed \$170,000. Actual expense could change due to a variety of factors, including but not limited to changes in tax levies or rates, changes in tax laws, changes in assessed values, and other factors.

B. *Development Agreements:* The City expects to consider requests for Development Agreements for projects that are consistent with this Plan, in the City's sole discretion. Such Agreements are unknown at this time, but based on past history, and dependent on development opportunities and climate, the City expects to consider a broad range of incentives as authorized by this Plan, including but not limited to land, loans, grants, tax rebates, infrastructure assistance and other incentives. The costs of such Development Agreements will not exceed \$5,000,000.

3. Planning, engineering fees (for urban renewal plans), attorney fees, other related costs to support urban renewal projects and planning

Project	Date	Estimated cost
Fees and costs	Undetermined	Not to exceed \$200,000

I. FINANCIAL DATA

1.	July 1, 2017 constitutional debt limit:	\$359,449,675
2.	Current outstanding general obligation debt:	\$165,359,148
3.	Proposed amount of indebtedness to be incurred: A specific amount of debt to be incurred for the Eligible Urban Renewal Projects has not yet been determined. This document is for planning purposes only. The estimated project costs in this Plan are estimates only and will be incurred and spent over a number of years. In no event will the City's constitutional debt limit be exceeded. The City Council will consider each project proposal on a case-by-case basis to determine if it is in the City's best interest to participate before approving an urban renewal project or expense. It is further expected that such indebtedness, including interest on the same, may be financed in whole or in part with tax increment revenues from the Urban Renewal Area. Subject to the foregoing, it is estimated that the cost of the Eligible Urban Renewal Projects as described above will be approximately as stated in the next column:	\$11,850,000- \$13,150,000 This total does not include financing costs related to debt issuance, which will be incurred over the life of the Area.

J. URBAN RENEWAL FINANCING

The City of West Des Moines intends to utilize various financing tools such as those described below to successfully undertake the proposed urban renewal actions. The City of West Des Moines has the statutory authority to use a variety of tools to finance physical improvements within the Areas. These include:

A. Tax Increment Financing

Under Section 403.19 of the Iowa Code, urban renewal areas may utilize the tax increment financing mechanism to finance the costs of public improvements or economic development incentives associated with redevelopment projects. Upon creation of a tax increment district within the Area, by ordinance, the assessment base is frozen and the amount of tax revenue available from taxes paid on the difference between the frozen base and the increased value, if any, is segregated into a separate fund for the use by the City to pay costs of the eligible urban renewal projects. The increased taxes generated by any new development, above the base value, are distributed to the taxing entities, if not requested by the City.

B. General Obligation Bonds

Under Division III of Chapter 384 and Chapter 403 of the Iowa Code, the City has the authority to issue and sell general obligation bonds for specified essential and general corporate purposes, including the acquisition and construction of certain public improvements within the Area or incentives for development consistent with this Plan. Such bonds are payable from the levy of unlimited ad valorem taxes on all the taxable property within the City of West Des Moines. It may be the City will elect to abate some or all of the debt service on these bonds with incremental taxes from this Area.

The City may also determine to use tax increment financing to provide incentives such as cash grants, loans, tax rebates or other incentives to developers in connection with urban renewal projects for commercial or industrial development or other urban renewal projects. In addition, the City may determine to issue general obligation bonds, tax increment revenue bonds or such other obligations, or loan agreements for the purpose of making loans or grants of public funds to private businesses located in the Areas. Alternatively, the City may determine to use available funds for making such loans or grants for urban renewal projects. In any event, the City may determine to use tax increment financing to reimburse the City for any obligations or advances.

Nothing herein shall be construed as a limitation on the power of the City to exercise any lawful power granted to the City under Chapter 15, Chapter 15A, Chapter 403, Chapter 427B, or any other provision of the Code of Iowa in furtherance of the objectives of this Urban Renewal Plan.

K. PROPERTY ACQUISITION/DISPOSITION

If property acquisition/disposition by the City becomes necessary to accomplish the objectives of the Plan, such acquisition/disposition will be carried out, without limitation, in accordance with the Iowa Code.

L. RELOCATION

The City does not expect there to be any relocation required as part of the eligible urban renewal projects; however, if any relocation is necessary, the City will follow all applicable relocation requirements.

M. STATE AND LOCAL REQUIREMENTS

All provisions necessary to conform to state and local laws will be complied with by the City in implementing this Urban Renewal Plan and its supporting documents.

N. URBAN RENEWAL PLAN AMENDMENTS

This Urban Renewal Plan may be amended from time to time for a variety of reasons, including but not limited to, change in the area, to add or change land use controls and regulations, to modify goals or types of renewal activities, to add or change urban renewal projects, or to amend property acquisition and disposition provisions. The City Council may amend this Plan in accordance with applicable state law.

O. EFFECTIVE PERIOD

This Urban Renewal Plan will become effective upon its adoption by the City Council and will remain in effect as a Plan until it is repealed by the City Council.

With respect to the property included within the Midtown Urban Renewal Area, which is also included in an ordinance which designates that property as a tax increment area, the use of incremental property tax revenues or the "division of revenue," as those words are used in Chapter 403 of the Code of Iowa, shall continue for the maximum period allowed by law.

At all times, the use of tax increment financing revenues (including the amount of loans, advances, indebtedness or bonds which qualify for payment from the division of revenue provided in Section 403.19 of the Code of Iowa) by the City for activities carried out under the Midtown Urban Renewal Area shall be limited as deemed appropriate by the City Council and consistent with all applicable provisions of law.

P. SEVERABILITY CLAUSE

If any part of the Plan is determined to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity of the previously adopted Plan as a whole, or any part of the Plan not determined to be invalid or unconstitutional.

EXHIBIT A

LEGAL DESCRIPTION OF MIDTOWN URBAN RENEWAL AREA

A TRACT OF LAND IN SECTIONS 2, 3 AND 10, TOWNSHIP 78 NORTH, RANGE 25 WEST OF THE FIFTH PRINCIPAL MERIDIAN, WEST DES MOINES, POLK COUNTY, IOWA, IS INCLUDED IN THE MIDTOWN URBAN RENEWAL AREA, THIS TRACT OF LAND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 4, COLBY'S OFFICE PARK PLAT 2, AN OFFICIAL SUBDIVISION NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA;

THENCE WEST, ALONG THE NORTH LINE OF SAID LOT 4, TO THE NORTHWEST CORNER OF SAID LOT 4, OF SAID COLBY'S OFFICE PARK PLAT 2;

THENCE SOUTH, ALONG THE WEST LINE OF SAID LOT 4, TO THE NORTHWEST CORNER OF LOT 3, OF SAID COLBY'S OFFICE PARK PLAT 2;

THENCE SOUTH, ALONG THE WEST LINE OF SAID LOT 3, TO THE NORTHWEST CORNER OF LOT 1, OF SAID COLBY'S OFFICE PARK PLAT 2;

THENCE SOUTH, ALONG THE WEST LINE AND THE WEST LINE EXTENDED OF SAID LOT 1, OF SAID COLBY'S OFFICE PARK PLAT 2, TO THE SOUTH RIGHT OF WAY LINE OF ASHWORTH ROAD;

THENCE WEST, ALONG THE SOUTH RIGHT-OF-WAY LINE AND THE SOUTH RIGHT-OF-WAY LINE EXTENDED OF ASHWORTH ROAD, TO THE EAST LINE EXTENDED OF GOLF AND COUNTRY CLUB PLAT 3, AN OFFICIAL SUBDIVISION NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA;

THENCE NORTH, ALONG THE EAST LINE EXTENDED AND THE EAST LINE OF SAID GOLF AND COUNTRY CLUB PLAT 3, TO THE NORTHEAST CORNER OF SAID GOLF AND COUNTRY CLUB PLAT 3;

THENCE WEST, ALONG THE NORTH LINE OF SAID GOLF AND COUNTRY CLUB PLAT 3, TO THE SOUTHEAST CORNER OF GOLF AND COUNTRY CLUB PLAT 12, AN OFFICIAL SUBDIVISION NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA;

THENCE NORTH, ALONG THE EAST LINE OF SAID GOLF AND COUNTRY CLUB PLAT 12, TO THE SOUTHEAST CORNER OF GOLF AND COUNTRY CLUB PLAT 13, AN OFFICIAL SUBDIVISION NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA;

THENCE NORTH, ALONG THE EAST LINE AND EAST LINE EXTENDED OF SAID GOLF AND COUNTRY CLUB PLAT 13, TO THE NORTH RIGHT OF WAY LINE OF WOODLAND AVENUE;

THENCE EAST, ALONG THE NORTH RIGHT OF WAY LINE OF WOODLAND AVENUE, TO THE WEST LINE EXTENDED OF LOT 4, GOLF AND COUNTRY CLUB PLAT 10, AN OFFICIAL SUBDIVISION NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA;

THENCE SOUTH, ALONG THE WEST LINE EXTENDED AND THE WEST LINE OF SAID LOT 4, OF SAID GOLF AND COUNTRY CLUB PLAT 10, TO THE SOUTHWEST CORNER OF SAID LOT 4, OF SAID GOLF AND COUNTRY CLUB PLAT 10;

THENCE EAST, ALONG THE SOUTH LINE OF SAID LOT 4, OF SAID GOLF AND COUNTRY CLUB PLAT 10, TO THE WEST RIGHT OF WAY LINE OF 11TH STREET;

THENCE NORTH, ALONG THE WEST RIGHT OF WAY LINE AND WEST RIGHT OF WAY LINE EXTENDED OF SAID 11TH STREET, TO THE SOUTH LINE OF THE EAST 282.71 FEET OF THE SOUTH 295.8 FEET OF LOT 8, OF SAID GOLF AND COUNTRY CLUB PLAT 10;

THENCE WEST, ALONG THE SOUTH LINE OF THE EAST 282.71 FEET OF THE SOUTH 295.8 FEET OF LOT 8, OF SAID GOLF AND COUNTRY CLUB PLAT 10, TO THE SOUTHWEST CORNER OF THE EAST 282.71 FEET OF THE SOUTH 295.8 FEET OF SAID LOT 8, OF SAID GOLF AND COUNTRY CLUB PLAT 10;

THENCE NORTH, ALONG THE WEST LINE OF THE EAST 282.71 FEET OF THE SOUTH 295.8 FEET OF SAID LOT 8, OF SAID GOLF AND COUNTRY CLUB PLAT 10, TO THE NORTHWEST CORNER OF THE EAST 282.71 FEET OF THE SOUTH 295.8 FEET OF SAID LOT 8, OF SAID GOLF AND COUNTRY CLUB PLAT 10;

THENCE EAST, ALONG THE NORTH LINE OF THE EAST 282.71 FEET OF THE SOUTH 295.8 FEET OF SAID LOT 8, OF SAID GOLF AND COUNTRY CLUB PLAT 10, TO THE WEST LINE OF LOT 12, OF AUDITORS PLAT COLBY'S OFFICE PARK, AN OFFICIAL PLAT NOW IN AND

FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA;

THENCE NORTH, ALONG THE WEST LINE OF SAID LOT 12, OF SAID AUDITORS PLAT COLBY'S OFFICE PARK, TO THE SOUTH RIGHT OF WAY LINE OF INTERSTATE HIGHWAY 235;

THENCE SOUTHEASTERLY, ALONG THE SOUTH RIGHT OF WAY LINE AND SOUTH RIGHT OF WAY LINE EXTENDED OF SAID INTERSTATE HIGHWAY 235, TO THE WEST LINE OF COLBY'S FACTORY ADDITION, AN OFFICIAL SUBDIVISION NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA;

THENCE NORTH, ALONG THE WEST LINE OF SAID COLBY'S FACTORY ADDITION, TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE NORFOLK SOUTHERN CORPORATION RAILROAD;

THENCE SOUTHEASTERLY, ALONG SOUTHWESTERLY RIGHT OF WAY LINE OF SAID NORFOLK SOUTHERN CORPORATION RAILROAD, TO THE SOUTHEASTERLY CORNER OF LOT 7, OF COLBY'S FACTORY ADDITION, AN OFFICIAL SUBDIVISION NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA;

THENCE SOUTHWESTERLY, ALONG THE SOUTHEASTERLY LINE OF SAID COLBY'S FACTORY ADDITION, TO THE NORTHEAST CORNER OF CLEGG PARK PLAT TWO, AN OFFICIAL SUBDIVISION NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA;

THENCE WEST, ALONG THE NORTH LINE OF SAID CLEGG PARK PLAT 2, TO THE NORTHWEST CORNER OF SAID CLEGG PARK PLAT 2;

THENCE SOUTH, ALONG THE WEST LINE OF SAID CLEGG PARK PLAT 2, TO THE POINT OF BEGINNING.

EXHIBIT B

MIDTOWN URBAN RENEWAL AREA MAP



01380015-1\11333-291

Final Version

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF POLK)

I, the undersigned City Clerk of the City of West Des Moines, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the City showing proceedings of the Council, and the same is a true and complete copy of the action taken by the Council with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective City offices as indicated therein, that no Council vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the Council hereto affixed this _____ day of _____, 2017.

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

(SEAL)

ORDINANCE NO. _____

AN ORDINANCE PROVIDING THAT GENERAL PROPERTY TAXES LEVIED AND COLLECTED EACH YEAR ON ALL PROPERTY LOCATED WITHIN THE MIDTOWN URBAN RENEWAL AREA, IN THE CITY OF WEST DES MOINES, COUNTY OF POLK, STATE OF IOWA, BY AND FOR THE BENEFIT OF THE STATE OF IOWA, CITY OF WEST DES MOINES, COUNTY OF POLK, WEST DES MOINES COMMUNITY SCHOOL DISTRICT, AND OTHER TAXING DISTRICTS, BE PAID TO A SPECIAL FUND FOR PAYMENT OF PRINCIPAL AND INTEREST ON LOANS, MONIES ADVANCED TO AND INDEBTEDNESS, INCLUDING BONDS ISSUED OR TO BE ISSUED, INCURRED BY THE CITY IN CONNECTION WITH THE MIDTOWN URBAN RENEWAL AREA (THE MIDTOWN URBAN RENEWAL PLAN)

WHEREAS, the City Council of the City of West Des Moines, State of Iowa, after public notice and hearing as prescribed by law and pursuant to Resolution No. _____ passed and approved on the 21st day of August, 2017, adopted an Urban Renewal Plan (the "Urban Renewal Plan") for an urban renewal area known as the Midtown Urban Renewal Area (the "Urban Renewal Area"), which Urban Renewal Area includes the lots and parcels located within the area legally described as follows:

A TRACT OF LAND IN SECTIONS 2, 3 AND 10, TOWNSHIP 78 NORTH, RANGE 25 WEST OF THE FIFTH PRINCIPAL MERIDIAN, WEST DES MOINES, POLK COUNTY, IOWA, IS INCLUDED IN THE MIDTOWN URBAN RENEWAL AREA, THIS TRACT OF LAND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 4, COLBY'S OFFICE PARK PLAT 2, AN OFFICIAL SUBDIVISION NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA;

THENCE WEST, ALONG THE NORTH LINE OF SAID LOT 4, TO THE NORTHWEST CORNER OF SAID LOT 4, OF SAID COLBY'S OFFICE PARK PLAT 2;

THENCE SOUTH, ALONG THE WEST LINE OF SAID LOT 4, TO THE NORTHWEST CORNER OF LOT 3, OF SAID COLBY'S OFFICE PARK PLAT 2;

THENCE SOUTH, ALONG THE WEST LINE OF SAID LOT 3, TO THE NORTHWEST CORNER OF LOT 1, OF SAID COLBY'S OFFICE PARK PLAT 2;

THENCE SOUTH, ALONG THE WEST LINE AND THE WEST LINE EXTENDED OF SAID LOT 1, OF SAID COLBY'S OFFICE PARK PLAT 2, TO THE SOUTH RIGHT OF WAY LINE OF ASHWORTH ROAD;

THENCE WEST, ALONG THE SOUTH RIGHT-OF-WAY LINE AND THE SOUTH RIGHT-OF-WAY LINE EXTENDED OF ASHWORTH ROAD, TO THE EAST LINE

EXTENDED OF GOLF AND COUNTRY CLUB PLAT 3, AN OFFICIAL SUBDIVISION NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA;
THENCE NORTH, ALONG THE EAST LINE EXTENDED AND THE EAST LINE OF SAID GOLF AND COUNTRY CLUB PLAT 3, TO THE NORTHEAST CORNER OF SAID GOLF AND COUNTRY CLUB PLAT 3;

THENCE WEST, ALONG THE NORTH LINE OF SAID GOLF AND COUNTRY CLUB PLAT 3, TO THE SOUTHEAST CORNER OF GOLF AND COUNTRY CLUB PLAT 12, AN OFFICIAL SUBDIVISION NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA;

THENCE NORTH, ALONG THE EAST LINE OF SAID GOLF AND COUNTRY CLUB PLAT 12, TO THE SOUTHEAST CORNER OF GOLF AND COUNTRY CLUB PLAT 13, AN OFFICIAL SUBDIVISION NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA;

THENCE NORTH, ALONG THE EAST LINE AND EAST LINE EXTENDED OF SAID GOLF AND COUNTRY CLUB PLAT 13, TO THE NORTH RIGHT OF WAY LINE OF WOODLAND AVENUE;

THENCE EAST, ALONG THE NORTH RIGHT OF WAY LINE OF WOODLAND AVENUE, TO THE WEST LINE EXTENDED OF LOT 4, GOLF AND COUNTRY CLUB PLAT 10, AN OFFICIAL SUBDIVISION NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA;

THENCE SOUTH, ALONG THE WEST LINE EXTENDED AND THE WEST LINE OF SAID LOT 4, OF SAID GOLF AND COUNTRY CLUB PLAT 10, TO THE SOUTHWEST CORNER OF SAID LOT 4, OF SAID GOLF AND COUNTRY CLUB PLAT 10;

THENCE EAST, ALONG THE SOUTH LINE OF SAID LOT 4, OF SAID GOLF AND COUNTRY CLUB PLAT 10, TO THE WEST RIGHT OF WAY LINE OF 11TH STREET;

THENCE NORTH, ALONG THE WEST RIGHT OF WAY LINE AND WEST RIGHT OF WAY LINE EXTENDED OF SAID 11TH STREET, TO THE SOUTH LINE OF THE EAST 282.71 FEET OF THE SOUTH 295.8 FEET OF LOT 8, OF SAID GOLF AND COUNTRY CLUB PLAT 10;

THENCE WEST, ALONG THE SOUTH LINE OF THE EAST 282.71 FEET OF THE SOUTH 295.8 FEET OF LOT 8, OF SAID GOLF AND COUNTRY CLUB PLAT 10, TO THE SOUTHWEST CORNER OF THE EAST 282.71 FEET OF THE SOUTH 295.8 FEET OF SAID LOT 8, OF SAID GOLF AND COUNTRY CLUB PLAT 10;

THENCE NORTH, ALONG THE WEST LINE OF THE EAST 282.71 FEET OF THE SOUTH 295.8 FEET OF SAID LOT 8, OF SAID GOLF AND COUNTRY CLUB PLAT 10, TO THE NORTHWEST CORNER OF THE EAST 282.71 FEET OF THE SOUTH 295.8 FEET OF SAID LOT 8, OF SAID GOLF AND COUNTRY CLUB PLAT 10;

THENCE EAST, ALONG THE NORTH LINE OF THE EAST 282.71 FEET OF THE SOUTH 295.8 FEET OF SAID LOT 8, OF SAID GOLF AND COUNTRY CLUB PLAT

10, TO THE WEST LINE OF LOT 12, OF AUDITORS PLAT COLBY'S OFFICE PARK, AN OFFICIAL PLAT NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA;

THENCE NORTH, ALONG THE WEST LINE OF SAID LOT 12, OF SAID AUDITORS PLAT COLBY'S OFFICE PARK, TO THE SOUTH RIGHT OF WAY LINE OF INTERSTATE HIGHWAY 235;

THENCE SOUTHEASTERLY, ALONG THE SOUTH RIGHT OF WAY LINE AND SOUTH RIGHT OF WAY LINE EXTENDED OF SAID INTERSTATE HIGHWAY 235, TO THE WEST LINE OF COLBY'S FACTORY ADDITION, AN OFFICIAL SUBDIVISION NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA;

THENCE NORTH, ALONG THE WEST LINE OF SAID COLBY'S FACTORY ADDITION, TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE NORFOLK SOUTHERN CORPORATION RAILROAD;

THENCE SOUTHEASTERLY, ALONG SOUTHWESTERLY RIGHT OF WAY LINE OF SAID NORFOLK SOUTHERN CORPORATION RAILROAD, TO THE SOUTHEASTERLY CORNER OF LOT 7, OF COLBY'S FACTORY ADDITION, AN OFFICIAL SUBDIVISION NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA;

THENCE SOUTHWESTERLY, ALONG THE SOUTHEASTERLY LINE OF SAID COLBY'S FACTORY ADDITION, TO THE NORTHEAST CORNER OF CLEGG PARK PLAT TWO, AN OFFICIAL SUBDIVISION NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA;

THENCE WEST, ALONG THE NORTH LINE OF SAID CLEGG PARK PLAT 2, TO THE NORTHWEST CORNER OF SAID CLEGG PARK PLAT 2;

THENCE SOUTH, ALONG THE WEST LINE OF SAID CLEGG PARK PLAT 2, TO THE POINT OF BEGINNING.

WHEREAS, expenditures and indebtedness are anticipated to be incurred by the City of West Des Moines, State of Iowa, in the future to finance urban renewal project activities carried out in furtherance of the objectives of the Urban Renewal Plan; and

WHEREAS, the City Council of the City of West Des Moines, State of Iowa, desires to provide for the division of revenue from taxation in the Urban Renewal Area, as above described, in accordance with the provisions of Section 403.19 of the Code of Iowa, as amended.

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

Section 1. That the taxes levied on the taxable property in the Urban Renewal Area legally described in the preamble hereof, by and for the benefit of the State of Iowa, City of West Des Moines, County of Polk, West Des Moines Community School District, and all other taxing

districts from and after the effective date of this Ordinance shall be divided as hereinafter in this Ordinance provided.

Section 2. That portion of the taxes which would be produced by the rate at which the tax is levied each year by or for each of the taxing districts upon the total sum of the assessed value of the taxable property in the Urban Renewal Area, as shown on the assessment roll as of January 1 of the calendar year preceding the first calendar year in which the City of West Des Moines, State of Iowa, certifies to the Auditor of Polk County, Iowa the amount of loans, advances, indebtedness, or bonds payable from the division of property tax revenue described herein, shall be allocated to and when collected be paid into the fund for the respective taxing district as taxes by or for the taxing district into which all other property taxes are paid.

Section 3. That portion of the taxes each year in excess of the base period taxes determined as provided in Section 2 of this Ordinance shall be allocated to and when collected be paid into a special tax increment fund of the City of West Des Moines, State of Iowa, hereby established, to pay the principal of and interest on loans, monies advanced to, indebtedness, whether funded, refunded, assumed or otherwise, including bonds or obligations issued under the authority of Section 403.9 or 403.12 of the Code of Iowa, as amended, incurred by the City of West Des Moines, State of Iowa, to finance or refinance, in whole or in part, urban renewal projects undertaken within the Urban Renewal Area pursuant to the Urban Renewal Plan, except that (i) taxes for the regular and voter-approved physical plant and equipment levy of a school district imposed pursuant to Iowa Code Section 298.2 and taxes for the instructional support program of a school district imposed pursuant to Iowa Code Section 257.19 (but in each case only to the extent required under Iowa Code Section 403.19(2)); (ii) taxes for the payment of bonds and interest of each taxing district; (iii) taxes imposed under Iowa Code Section 346.27(22) related to joint county-city buildings; and (iv) any other exceptions under Iowa Code Section 403.19 in effect or of the date this Ordinance is adopted shall be collected against all taxable property within the Urban Renewal Area without any limitation as hereinabove provided.

Section 4. Unless or until the total assessed valuation of the taxable property in the Urban Renewal Area exceeds the total assessed value of the taxable property in the Urban Renewal Area as shown by the assessment roll referred to in Section 2 of this Ordinance, all of the taxes levied and collected upon the taxable property in the Urban Renewal Area shall be paid into the funds for the respective taxing districts as taxes by or for the taxing districts in the same manner as all other property taxes.

Section 5. At such time as the loans, advances, indebtedness, bonds and interest thereon of the City of West Des Moines, State of Iowa, referred to in Section 3 hereof have been paid, all monies thereafter received from taxes upon the taxable property in the Urban Renewal Area shall be paid into the funds for the respective taxing districts in the same manner as taxes on all other property.

Section 6. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed. The provisions of this Ordinance are intended and shall be construed so as to fully implement the provisions of Section 403.19 of the Code of Iowa, as amended, with respect to the division of taxes from property within the Urban Renewal Area as described above. In the event that any provision of this Ordinance shall be determined to be

contrary to law, it shall not affect other provisions or application of this Ordinance which shall at all times be construed to fully invoke the provisions of Section 403.19 of the Code of Iowa with reference to the Urban Renewal Area and the territory contained therein.

Section 7. This Ordinance shall be in effect after its final passage, approval and publication as provided by law.

Section 8. This Ordinance shall be codified in Title I, Chapter 10, Article B of the City Code for West Des Moines, Iowa.

PASSED AND APPROVED this _____ day of _____, 2017.

Steven Gaer, Mayor

ATTEST:

Ryan Jacobson, City Clerk

Read First Time: _____, 2017

Read Second Time: _____, 2017

Read Third Time: _____, 2017

PASSED AND APPROVED: _____, 2017.

I, _____, City Clerk of the City of West Des Moines, State of Iowa, hereby certify that the above and foregoing is a true copy of Ordinance No. _____ passed and approved by the City Council of the City at a meeting held _____, 2017, signed by the Mayor on _____, 2017, and published in the Des Moines Register on _____, 2017.

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

(SEAL)

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**MIDTOWN
URBAN RENEWAL PLAN**

for the

**MIDTOWN
URBAN RENEWAL AREA**

**CITY OF WEST DES MOINES,
IOWA**

August __, 2017

TABLE OF CONTENTS

SECTION

A.	INTRODUCTION	3
B.	DESCRIPTION OF THE URBAN RENEWAL AREA	3
C.	AREA DESIGNATION	3
D.	BASE VALUE	3
E.	DEVELOPMENT PLAN/ZONING	3
F.	PLAN OBJECTIVES	4
G.	TYPES OF RENEWAL ACTIVITIES	4
H.	ELIGIBLE URBAN RENEWAL PROJECT(S)	6
I.	FINANCIAL DATA	7
J.	URBAN RENEWAL FINANCING	8
K.	PROPERTY ACQUISITION/DISPOSITION	9
L.	RELOCATION	9
M.	STATE AND LOCAL REQUIREMENTS	9
N.	URBAN RENEWAL PLAN AMENDMENTS	9
O.	EFFECTIVE PERIOD	9
P.	SEVERABILITY CLAUSE	10
<i>EXHIBITS</i>		
A.	LEGAL DESCRIPTION OF AREA	11
B.	URBAN RENEWAL AREA MAP	14

Midtown Urban Renewal Plan City of West Des Moines, Iowa

A. INTRODUCTION

This Midtown Urban Renewal Plan (“Plan” or “Urban Renewal Plan”) for the Midtown Urban Renewal Area (“Area” or “Urban Renewal Area”) has been developed to help local officials promote economic development in the City of West Des Moines. The primary goal of the Plan is to stimulate, through public involvement and commitment, private investment in new commercial and industrial development.

In order to achieve this objective, West Des Moines (the “City”) intends to undertake Urban Renewal activities pursuant to the powers granted to it under Chapter 403 and Chapter 15A of the Code of Iowa, as amended.

B. DESCRIPTION OF THE URBAN RENEWAL AREA

The Midtown Urban Renewal Area is described in Exhibit A and illustrated in Exhibit B.

The City reserves the right to modify the boundaries of the Area at some future date.

C. AREA DESIGNATION

With the adoption of this Plan, the City of West Des Moines designates this Urban Renewal Area as an area that is appropriate for the promotion of economic development (commercial and industrial).

D. BASE VALUE

If the Midtown Urban Renewal Area is legally established, a Tax Increment Financing (TIF) Ordinance is adopted and debt is certified prior to December 1, 2017, the taxable valuation within the area included in the TIF Ordinance as of January 1, 2016 will be considered the frozen “base valuation.” If debt is not certified until a later date or if a TIF ordinance is not adopted until later, the “base value” will be the assessed value of the taxable property within the TIF Ordinance area as of January 1 of the calendar year preceding the calendar year in which the City first certifies the amount of any debt on the Area.

E. DEVELOPMENT PLAN/ZONING

West Des Moines has a general plan for the physical development of the City as a whole outlined in the West Des Moines Comprehensive Plan dated September 20, 2010. The goals and objectives of this Urban Renewal Plan, including the urban renewal projects, are in conformity with the 2010 Comprehensive Plan.

The Urban Renewal Area is zoned: Support Commercial, Professional Commerce Park, Residential High Density (2 PUDs: Southwoods West and Woodland Park), and Office

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PUD. This Urban Renewal Plan does not in any way replace or modify the City's current land use planning or zoning regulation process.

The need for improved traffic, public transportation, public utilities, recreational and community facilities, or other public improvements within the Urban Renewal Area is set forth in this Plan. As the Area develops, the need for public infrastructure extensions and upgrades will be evaluated and planned for by the City.

F. PLAN OBJECTIVES

Renewal activities are designed to provide opportunities, incentives, and sites for new and existing economic development within the Area. More specific objectives for the development, redevelopment and rehabilitation within the Midtown Urban Renewal Area are as follows:

1. To achieve a diversified, well-balanced economy providing a desirable standard of living, creating job opportunities, and strengthening the tax base.
2. To plan for and provide sufficient land for commercial and industrial development in a manner that is efficient from the standpoint of providing municipal services.
3. To provide for the installation of public works and facilities including, but not limited to, water, sanitary sewer and other public improvements, which contribute to the revitalization of the area and to the sound development of the entire City.
4. To encourage commercial and industrial growth and expansion through governmental policies which make it economically feasible to do business.
5. To provide a more marketable and attractive investment climate through the use of various federal, state and local incentives.
6. To stimulate, through public action and commitment, private investment in new and existing commercial and/or industrial development.
7. To improve the conditions and opportunities for economic development (commercial and industrial).
8. To help develop a sound economic base that will serve as the foundation for future growth and development.

G. TYPES OF RENEWAL ACTIVITIES

To meet the objectives of this Urban Renewal Plan and to encourage orderly development of the area, the City intends to utilize the powers conferred under Chapter 403 and Chapter 15A, Code of Iowa. Activities may include:

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- New rehabilitated, converted, or expanded industrial uses within the Area.
- New, rehabilitated, converted, or expanded commercial uses within the Area.

General development activities in the Midtown Urban Renewal Area may include:

1. To undertake and carry out urban renewal projects through the execution of contracts and other instruments.
2. To arrange for or cause to be provided the construction or repair of public infrastructure including but not limited to streets, curb and gutter, street lighting, water, sanitary sewer, public utilities or other facilities in connection with urban renewal projects.
3. To make loans, forgivable loans, grants, tax rebate payments or other types of economic development grants or incentives to private persons, local development organizations, or businesses for economic development purposes on such terms as may be determined by the City Council.
4. To borrow money and to provide security therefor.
5. To acquire or dispose of property.
6. To provide for the construction of specific site improvements such as grading and site preparation activities, access roads and parking, fencing, utility connections, and related activities.
7. To acquire property through a variety of means (purchase, lease, option, etc.) and to hold, clear, or prepare the property for redevelopment.
8. To make or have made surveys and plans necessary for the implementation of the Urban Renewal Plan or specific urban renewal projects.
9. To use any or all other powers granted by the Urban Renewal Act to develop and provide for improved economic conditions for the City of West Des Moines.

Nothing herein shall be construed as a limitation on the power of the City to exercise any lawful power granted to the City under Chapter 15, Chapter 15A, Chapter 403, Chapter 427B, or any other provision of the Code of Iowa in furtherance of the objectives of this Urban Renewal Plan.

H. ELIGIBLE URBAN RENEWAL PROJECTS

Although certain project activities may occur over a period of years, the eligible urban renewal projects under this Urban Renewal Plan include:

1. Public Improvements

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Urban Renewal Project Description	Estimated Time Period	Estimated Cost to be reimbursed by tax increment financing	Rationale (why economic development is promoted)
Reconstruction & widening of 8 th Street from Center Street to just north of Clegg Road (to include raised median, left turn lanes, and signal improvements at 8 th & Center and 8 th & Office Park)	2017-2021	\$3,500,000 - \$4,200,000	Road improvements necessary to assist in the movement of people and goods.
Storm sewer along Office Park Road	2017-2021	\$1,400,000 - \$1,700,000	The extension of sewer lines would allow for commercial development in the area.
Storm sewer and detention facility along 11 th Street	2017-2021	\$410,000- \$490,000	The extension of sewer lines and expansion of detention capacity would allow for commercial development in the area.
Storm sewer and detention facility near Walnut Creek Campus	2017-2021	\$820,000 - \$970,000	The extension of sewer lines and expansion of detention capacity would allow for commercial development in the area.
Traffic signalization at 11 th and Ashworth	2017-2021	\$350,000- \$420,000	The construction of this traffic signal will help facilitate the movement of people and goods through the area and help relieve traffic congestion.
Total		\$6,480,000 to \$7,780,000	

Note: It may be that the above costs will be reduced by the application of state and/or federal grants or programs; cost-sharing agreements with other entities; or other available sources of funds.

2. Tax Rebate or other Development Agreements

A. *Economic development incentive for a business in West Des Moines:* Businessolver.com, Inc. plans to renovate the interior and exterior of a 94,830 square foot building and employ at least 456 employees therein. The construction of the building is expected to be completed by February 28, 2019, with construction costs anticipated to be no less than approximately \$4,000,000. The incentive is expected to be in the form of an incremental property tax rebate in the amount of \$149,568 and loans in the amount of \$20,000, provided pursuant to a detailed Development Agreement between the City and Businessolver.com, Inc. The costs

Final Version

of such a Development Agreement to be funded by tax increment will not exceed \$170,000. Actual expense could change due to a variety of factors, including but not limited to changes in tax levies or rates, changes in tax laws, changes in assessed values, and other factors.

B. *Development Agreements:* The City expects to consider requests for Development Agreements for projects that are consistent with this Plan, in the City’s sole discretion. Such Agreements are unknown at this time, but based on past history, and dependent on development opportunities and climate, the City expects to consider a broad range of incentives as authorized by this Plan, including but not limited to land, loans, grants, tax rebates, infrastructure assistance and other incentives. The costs of such Development Agreements will not exceed \$5,000,000.

3. Planning, engineering fees (for urban renewal plans), attorney fees, other related costs to support urban renewal projects and planning

Project	Date	Estimated cost
Fees and costs	Undetermined	Not to exceed \$200,000

I. FINANCIAL DATA

1.	July 1, 2017 constitutional debt limit:	\$359,449,675
2.	Current outstanding general obligation debt:	\$165,359,148
3.	Proposed amount of indebtedness to be incurred: A specific amount of debt to be incurred for the Eligible Urban Renewal Projects has not yet been determined. This document is for planning purposes only. The estimated project costs in this Plan are estimates only and will be incurred and spent over a number of years. In no event will the City’s constitutional debt limit be exceeded. The City Council will consider each project proposal on a case-by-case basis to determine if it is in the City’s best interest to participate before approving an urban renewal project or expense. It is further expected that such indebtedness, including interest on the same, may be financed in whole or in part with tax increment revenues from the Urban Renewal Area. Subject to the foregoing, it is estimated that the cost of the Eligible Urban Renewal Projects as described above will be approximately as stated in the next column:	\$11,850,000- \$13,150,000 This total does not include financing costs related to debt issuance, which will be incurred over the life of the Area.

J. URBAN RENEWAL FINANCING

The City of West Des Moines intends to utilize various financing tools such as those described below to successfully undertake the proposed urban renewal actions. The City of West Des Moines has the statutory authority to use a variety of tools to finance physical improvements within the Areas. These include:

A. Tax Increment Financing

Under Section 403.19 of the Iowa Code, urban renewal areas may utilize the tax increment financing mechanism to finance the costs of public improvements or economic development incentives associated with redevelopment projects. Upon creation of a tax increment district within the Area, by ordinance, the assessment base is frozen and the amount of tax revenue available from taxes paid on the difference between the frozen base and the increased value, if any, is segregated into a separate fund for the use by the City to pay costs of the eligible urban renewal projects. The increased taxes generated by any new development, above the base value, are distributed to the taxing entities, if not requested by the City.

B. General Obligation Bonds

Under Division III of Chapter 384 and Chapter 403 of the Iowa Code, the City has the authority to issue and sell general obligation bonds for specified essential and general corporate purposes, including the acquisition and construction of certain public improvements within the Area or incentives for development consistent with this Plan. Such bonds are payable from the levy of unlimited ad valorem taxes on all the taxable property within the City of West Des Moines. It may be the City will elect to abate some or all of the debt service on these bonds with incremental taxes from this Area.

The City may also determine to use tax increment financing to provide incentives such as cash grants, loans, tax rebates or other incentives to developers in connection with urban renewal projects for commercial or industrial development or other urban renewal projects. In addition, the City may determine to issue general obligation bonds, tax increment revenue bonds or such other obligations, or loan agreements for the purpose of making loans or grants of public funds to private businesses located in the Areas. Alternatively, the City may determine to use available funds for making such loans or grants for urban renewal projects. In any event, the City may determine to use tax increment financing to reimburse the City for any obligations or advances.

Nothing herein shall be construed as a limitation on the power of the City to exercise any lawful power granted to the City under Chapter 15, Chapter 15A, Chapter 403, Chapter 427B, or any other provision of the Code of Iowa in furtherance of the objectives of this Urban Renewal Plan.

K. PROPERTY ACQUISITION/DISPOSITION

If property acquisition/disposition by the City becomes necessary to accomplish the objectives of the Plan, such acquisition/disposition will be carried out, without limitation, in accordance with the Iowa Code.

L. RELOCATION

The City does not expect there to be any relocation required as part of the eligible urban renewal projects; however, if any relocation is necessary, the City will follow all applicable relocation requirements.

M. STATE AND LOCAL REQUIREMENTS

All provisions necessary to conform to state and local laws will be complied with by the City in implementing this Urban Renewal Plan and its supporting documents.

N. URBAN RENEWAL PLAN AMENDMENTS

This Urban Renewal Plan may be amended from time to time for a variety of reasons, including but not limited to, change in the area, to add or change land use controls and regulations, to modify goals or types of renewal activities, to add or change urban renewal projects, or to amend property acquisition and disposition provisions. The City Council may amend this Plan in accordance with applicable state law.

O. EFFECTIVE PERIOD

This Urban Renewal Plan will become effective upon its adoption by the City Council and will remain in effect as a Plan until it is repealed by the City Council.

With respect to the property included within the Midtown Urban Renewal Area, which is also included in an ordinance which designates that property as a tax increment area, the use of incremental property tax revenues or the "division of revenue," as those words are used in Chapter 403 of the Code of Iowa, shall continue for the maximum period allowed by law.

At all times, the use of tax increment financing revenues (including the amount of loans, advances, indebtedness or bonds which qualify for payment from the division of revenue provided in Section 403.19 of the Code of Iowa) by the City for activities carried out under the Midtown Urban Renewal Area shall be limited as deemed appropriate by the City Council and consistent with all applicable provisions of law.

P. SEVERABILITY CLAUSE

If any part of the Plan is determined to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity of the previously adopted Plan as a whole, or any part of the Plan not determined to be invalid or unconstitutional.

EXHIBIT A

LEGAL DESCRIPTION OF MIDTOWN URBAN RENEWAL AREA

A TRACT OF LAND IN SECTIONS 2, 3 AND 10, TOWNSHIP 78 NORTH, RANGE 25 WEST OF THE FIFTH PRINCIPAL MERIDIAN, WEST DES MOINES, POLK COUNTY, IOWA, IS INCLUDED IN THE MIDTOWN URBAN RENEWAL AREA, THIS TRACT OF LAND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 4, COLBY'S OFFICE PARK PLAT 2, AN OFFICIAL SUBDIVISION NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA;

THENCE WEST, ALONG THE NORTH LINE OF SAID LOT 4, TO THE NORTHWEST CORNER OF SAID LOT 4, OF SAID COLBY'S OFFICE PARK PLAT 2;

THENCE SOUTH, ALONG THE WEST LINE OF SAID LOT 4, TO THE NORTHWEST CORNER OF LOT 3, OF SAID COLBY'S OFFICE PARK PLAT 2;

THENCE SOUTH, ALONG THE WEST LINE OF SAID LOT 3, TO THE NORTHWEST CORNER OF LOT 1, OF SAID COLBY'S OFFICE PARK PLAT 2;

THENCE SOUTH, ALONG THE WEST LINE AND THE WEST LINE EXTENDED OF SAID LOT 1, OF SAID COLBY'S OFFICE PARK PLAT 2, TO THE SOUTH RIGHT OF WAY LINE OF ASHWORTH ROAD;

THENCE WEST, ALONG THE SOUTH RIGHT-OF-WAY LINE AND THE SOUTH RIGHT-OF-WAY LINE EXTENDED OF ASHWORTH ROAD, TO THE EAST LINE EXTENDED OF GOLF AND COUNTRY CLUB PLAT 3, AN OFFICIAL SUBDIVISION NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA;

THENCE NORTH, ALONG THE EAST LINE EXTENDED AND THE EAST LINE OF SAID GOLF AND COUNTRY CLUB PLAT 3, TO THE NORTHEAST CORNER OF SAID GOLF AND COUNTRY CLUB PLAT 3;

THENCE WEST, ALONG THE NORTH LINE OF SAID GOLF AND COUNTRY CLUB PLAT 3, TO THE SOUTHEAST CORNER OF GOLF AND COUNTRY CLUB PLAT 12, AN OFFICIAL SUBDIVISION NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA;

THENCE NORTH, ALONG THE EAST LINE OF SAID GOLF AND COUNTRY CLUB PLAT 12, TO THE SOUTHEAST CORNER OF GOLF AND COUNTRY CLUB PLAT 13, AN OFFICIAL SUBDIVISION NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA;

THENCE NORTH, ALONG THE EAST LINE AND EAST LINE EXTENDED OF SAID GOLF AND COUNTRY CLUB PLAT 13, TO THE NORTH RIGHT OF WAY LINE OF WOODLAND AVENUE;

THENCE EAST, ALONG THE NORTH RIGHT OF WAY LINE OF WOODLAND AVENUE, TO THE WEST LINE EXTENDED OF LOT 4, GOLF AND COUNTRY CLUB PLAT 10, AN OFFICIAL SUBDIVISION NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA;

THENCE SOUTH, ALONG THE WEST LINE EXTENDED AND THE WEST LINE OF SAID LOT 4, OF SAID GOLF AND COUNTRY CLUB PLAT 10, TO THE SOUTHWEST CORNER OF SAID LOT 4, OF SAID GOLF AND COUNTRY CLUB PLAT 10;

THENCE EAST, ALONG THE SOUTH LINE OF SAID LOT 4, OF SAID GOLF AND COUNTRY CLUB PLAT 10, TO THE WEST RIGHT OF WAY LINE OF 11TH STREET;

THENCE NORTH, ALONG THE WEST RIGHT OF WAY LINE AND WEST RIGHT OF WAY LINE EXTENDED OF SAID 11TH STREET, TO THE SOUTH LINE OF THE EAST 282.71 FEET OF THE SOUTH 295.8 FEET OF LOT 8, OF SAID GOLF AND COUNTRY CLUB PLAT 10;

THENCE WEST, ALONG THE SOUTH LINE OF THE EAST 282.71 FEET OF THE SOUTH 295.8 FEET OF LOT 8, OF SAID GOLF AND COUNTRY CLUB PLAT 10, TO THE SOUTHWEST CORNER OF THE EAST 282.71 FEET OF THE SOUTH 295.8 FEET OF SAID LOT 8, OF SAID GOLF AND COUNTRY CLUB PLAT 10;

THENCE NORTH, ALONG THE WEST LINE OF THE EAST 282.71 FEET OF THE SOUTH 295.8 FEET OF SAID LOT 8, OF SAID GOLF AND COUNTRY CLUB PLAT 10, TO THE NORTHWEST CORNER OF THE EAST 282.71 FEET OF THE SOUTH 295.8 FEET OF SAID LOT 8, OF SAID GOLF AND COUNTRY CLUB PLAT 10;

THENCE EAST, ALONG THE NORTH LINE OF THE EAST 282.71 FEET OF THE SOUTH 295.8 FEET OF SAID LOT 8, OF SAID GOLF AND COUNTRY CLUB PLAT 10, TO THE WEST LINE OF LOT 12, OF AUDITORS PLAT COLBY'S OFFICE PARK, AN OFFICIAL PLAT NOW IN AND

FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA;

THENCE NORTH, ALONG THE WEST LINE OF SAID LOT 12, OF SAID AUDITORS PLAT COLBY'S OFFICE PARK, TO THE SOUTH RIGHT OF WAY LINE OF INTERSTATE HIGHWAY 235;

THENCE SOUTHEASTERLY, ALONG THE SOUTH RIGHT OF WAY LINE AND SOUTH RIGHT OF WAY LINE EXTENDED OF SAID INTERSTATE HIGHWAY 235, TO THE WEST LINE OF COLBY'S FACTORY ADDITION, AN OFFICIAL SUBDIVISION NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA;

THENCE NORTH, ALONG THE WEST LINE OF SAID COLBY'S FACTORY ADDITION, TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE NORFOLK SOUTHERN CORPORATION RAILROAD;

THENCE SOUTHEASTERLY, ALONG SOUTHWESTERLY RIGHT OF WAY LINE OF SAID NORFOLK SOUTHERN CORPORATION RAILROAD, TO THE SOUTHEASTERLY CORNER OF LOT 7, OF COLBY'S FACTORY ADDITION, AN OFFICIAL SUBDIVISION NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA;

THENCE SOUTHWESTERLY, ALONG THE SOUTHEASTERLY LINE OF SAID COLBY'S FACTORY ADDITION, TO THE NORTHEAST CORNER OF CLEGG PARK PLAT TWO, AN OFFICIAL SUBDIVISION NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA;

THENCE WEST, ALONG THE NORTH LINE OF SAID CLEGG PARK PLAT 2, TO THE NORTHWEST CORNER OF SAID CLEGG PARK PLAT 2;

THENCE SOUTH, ALONG THE WEST LINE OF SAID CLEGG PARK PLAT 2, TO THE POINT OF BEGINNING.

EXHIBIT B

MIDTOWN URBAN RENEWAL AREA MAP



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Final Version

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

DATE: August 21, 2017

- ITEM:** Public Hearing – Holiday and Valley View Aquatic Center Slide Structure Refurbishment:
1. Resolution – Approval of Plans and Specifications
 2. Motion – Receive and File Report of Bids
 3. Resolution – Approve Contract

FINANCIAL IMPACT: Total expense of \$89,500.00. The estimate for the project was \$92,000. The project will be paid with funds budgeted in the Holiday Aquatic Center Play Structure Refurbishment CIP Project (0510 061 2016). There is a total of \$130,000 available for this project.

BACKGROUND: The Council is asked to approve the plans and specifications for the Holiday and Valley View Aquatic Center Water Slide Structure Refurbishment Project and to receive and file the report of bids that is attached. Three bids were received for the project, with the lowest responsible base bid submitted by Elevation Coating LLC from St. Cloud, Minnesota.




The project includes the repainting of all water slide stairs and handrails. The painted coatings are showing considerable wear, and metal surfaces are beginning to rust. This will be the first time the structures have been refurbished since the aquatic centers were opened in 2003 and 2004.

OUTSTANDING ISSUES: None.

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 award the contract for the Holiday and Valley View Aquatic Center Slide Structure Refurbishment in the amount of \$89,500.00.

Lead Staff Member: Greg Hansen, Superintendent of Recreation

STAFF REVIEWS

Department Director	
Appropriations/Finance	
Legal	
Agenda Acceptance	

PUBLICATION(S) (if applicable)

Published In	Des Moines Register
Dates(s) Published	August 11, 2017

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 July 24, 2017 Plans, Specifications, Form of Contract, and Estimate of Cost were filed with the City Clerk for the following described public improvement:

Holiday and Valley View Aquatic Center Slide Structure Refurbishment 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 21st day of August, 2017.

Steven K. Gaer, Mayor

ATTEST:

Ryan Jacobson, City Clerk

Resolution Approving Contract

WHEREAS, the City Council of the City of West Des Moines has heretofore directed advertisement for bids for the following described public improvement:

Holiday and Valley View Aquatic Center Slide Structure Refurbishment

and,

WHEREAS, bids have been received and opened by the City Clerk, Deputy City Clerk, or designee and placed on file by the City Council.

and,

WHEREAS, the bid of Elevation Coating LLC of St. Cloud, Minnesota in the amount of \$89,500.00 is 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 Holiday and Valley View Aquatic Center Slide Structure Refurbishment is hereby awarded to Elevation Coating LLC of St. Cloud, Minnesota in the amount of \$89,500.00 and the bond of said bidder for the project is hereby fixed in the same amount.

BE IT FURTHER RESOLVED that the Director of Parks and Recreation is authorized and directed to return bid bonds and/or checks 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 Director of Parks and Recreation and have been signed by the Director of Finance and after the contractor is given a written notice to proceed by the Director of Parks and Recreation.

PASSED AND APPROVED this 21st day of August, 2017.

Steven K. Gaer, Mayor

ATTEST:

Ryan Jacobson, City Clerk

City of West Des Moines
 Holiday and Valley View Aquatic Center
 Water Slide Structure Refurbishment
 Project # 0510 061 2016



Tabulation of Bids
 Wednesday, August 16, 2017 @ 2:00 PM
 Project Estimate: \$92,000

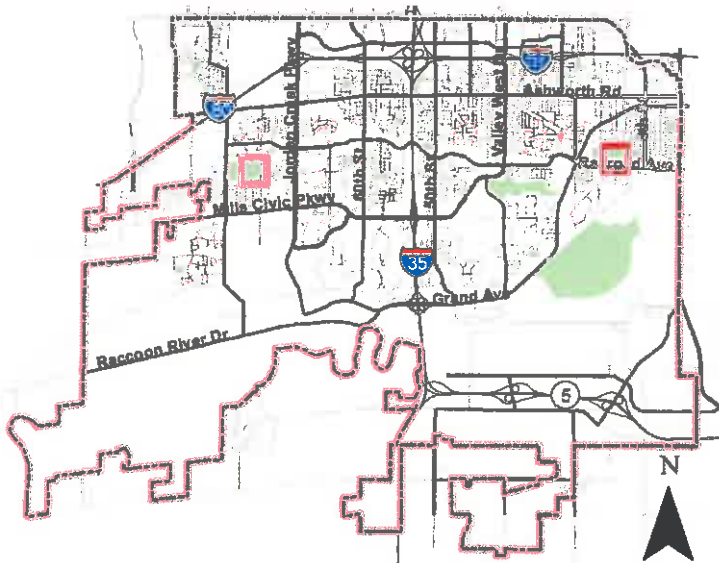
Item #	Item	Unit	Quantity	Elevation Coating LLC St. Cloud, MN		Fischer Bros. LLC Chippewa Falls, WI		Slide Pros Oronogo, MO	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	WATER SLIDE REFURBISHMENT	LS	1	89,500.00	89,500.00	103,105.00	103,105.00	157,444.00	157,444.00
TOTAL BID					\$89,500.00		\$103,105.00		\$157,444.00

I hereby certify that this is a true and correct tabulation of bids received on August 16, 2017 in West Des Moines, Iowa.

Marco A. Alvarez, PLA License # Date: 6/30/19



VICINITY MAP



LEGEND

-  Project Location
-  Park Boundary
-  City Limit



PROJECT:	HOLIDAY & VALLEY VIEW AQUATIC CENTER WATER SLIDE STRUCTURE REFURBISHMENT		
LOCATION:	HOLIDAY PARK - 1701 RAILROAD AVENUE / VALLEY VIEW PARK - 255 81ST STREET		
DRAWN BY:	MAA	DATE:	4/27/2017
		PROJECT NO.:	0510 061 2016
			SHT. 1 of 1

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

DATE: August 21, 2017

- ITEM:** Public Hearing – Holiday Aquatic Center Play Structure Refurbishment:
1. Resolution – Approval of Plans and Specifications
 2. Motion – Receive and File Report of Bids
 3. Resolution – Approve Contract

FINANCIAL IMPACT: Total expense of \$51,819.00. The estimate for the project was \$55,000. Project expenses will be paid with funds budgeted in the Holiday Aquatic Center Play Structure Refurbishment CIP Project (0510 040 2016). There is a total of \$127,900 available for this project.

BACKGROUND: The Council is asked to approve the plans and specifications for the Holiday Aquatic Center Play Structure Refurbishment and to receive and file the report of bids that is attached. Two bids were received for the project, with the lowest responsible base bid submitted by Fischer Bros. LLC from Chippewa Falls, Wisconsin.


This project involves the refurbishment of the play structure at Holiday Aquatic Center. While doing research for the purchase of a replacement play structure, it was discovered that the existing play structure could be refurbished at a substantially lower cost. Since pool visitors enjoy the features of the existing play structure, it was decided to refurbish it. By doing this, it then allows for funds to be redirected to other needed aquatic center projects.

OUTSTANDING ISSUES: None.

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 award the contract for the Holiday Aquatic Center Play Structure Refurbishment in the amount of \$51,819.00

Lead Staff Member: Greg Hansen, Superintendent of Recreation

STAFF REVIEWS

Department Director	
Appropriations/Finance	
Legal	
Agenda Acceptance	

PUBLICATION(S) (if applicable)

Published In	Des Moines Register
Dates(s) Published	August 11, 2017

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 July 24, 2017 Plans, Specifications, Form of Contract, and Estimate of Cost were filed with the City Clerk for the following described public improvement:

Holiday Aquatic Center Play Structure Refurbishment

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 21st day of August, 2017.

Steven K. Gaer, Mayor

ATTEST:

Ryan Jacobson, City Clerk

Resolution Approving Contract

WHEREAS, the City Council of the City of West Des Moines has heretofore directed advertisement for bids for the following described public improvement:

Holiday Aquatic Center Play Structure Refurbishment

and,

WHEREAS, bids have been received and opened by the City Clerk, Deputy City Clerk, or designee and placed on file by the City Council.

and,

WHEREAS, the bid of Fischer Bros. LLC of Chippewa Falls, Wisconsin in the amount of \$51,819.00 is 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 Holiday Aquatic Center Play Structure Refurbishment is hereby awarded to Fischer Bros. LLC of Chippewa Falls, Wisconsin in the amount of \$51,819.00 and the bond of said bidder for the project is hereby fixed in the same amount.

BE IT FURTHER RESOLVED that the Director of Parks and Recreation is authorized and directed to return bid bonds and/or checks 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 Director of Parks and Recreation and have been signed by the Director of Finance and after the contractor is given a written notice to proceed by the Director of Parks and Recreation.

PASSED AND APPROVED this 21st day of August, 2017.

Steven K. Gaer, Mayor

ATTEST:

Ryan Jacobson, City Clerk

City of West Des Moines
 Holiday Park Aquatic Center
 Play Structure Refurbishment
 Project # 0510 040 2016



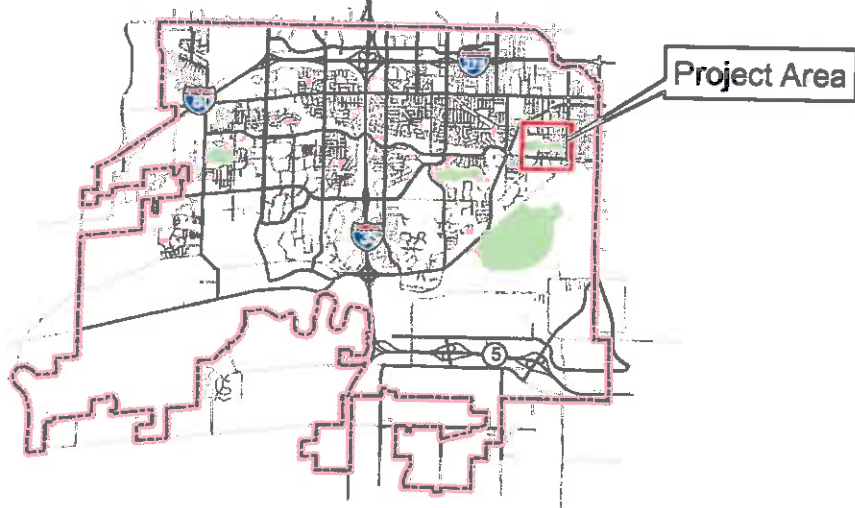
Tabulation of Bids
 Wednesday, August 16, 2017 @ 2:00 PM
 Project Estimate: \$55,000

Item #	Item	Unit	Quantity	Fischer Bros. LLC Chippewa Falls, WI		Slide Pros Oronogo, MO		
				Unit Price	Amount	Unit Price	Amount	
1	PLAY STRUCTURE REFURBISHMENT	LS	1	51,819.00	51,819.00	116,870.00	116,870.00	
TOTAL BID								\$116,870.00

I hereby certify that this is a true and correct tabulation of bids received on August 16, 2017 in West Des Moines, Iowa.
 Marco A. Alvarez, PLA License # Date: 6/30/19



VICINITY MAP



LEGEND

- Project Location
- Park & Greenway



PROJECT: **HOLIDAY PARK AQUATIC CENTER PLAY STRUCTURE REFURBISHMENT**

LOCATION: **1701 RAILROAD AVENUE**

DRAWN BY: **MAA**

DATE: **7/19/2017**

PROJECT NO.: **0510-040-2016**

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

Date: August 21, 2017

ITEM: All State Industrial Plat 3, 480 S. 18th Street – Plat property into two lots and one street lot
– All-State Investments - LC FP-003460-2017

RESOLUTION: Approval and Release of Final Plat

FINANCIAL IMPACT: Undetermined.

BACKGROUND: Justin Brown with Downing Construction, Inc., on behalf of the applicant All-State Investments is requesting approval of a 5.55 acre Final Plat to create two lots and one street lot for additional street right-of-way, consistent with the approved Preliminary Plat.

CITY COUNCIL SUBCOMMITTEE: The Preliminary Plat for this project was presented to the Development and Planning City Council Subcommittee on March 20, 2017. The Subcommittee expressed support of the development. This final plat was not presented to the subcommittee because the plat is consistent with the approved Preliminary Plat.

OUTSTANDING ISSUES: There are no outstanding issues. Staff notes the following:

- Legal Documents: As part of this approval, the Council is approving and accepting the following:
 - Easements for sanitary sewers, water, and cross access
 - Deed for a street lot
- Deferred construction of sidewalks: The City Council has taken action in the past that allowed properties in the certain industrial areas to defer the construction of public sidewalks until such time that sidewalk installation of the overall industrial area is initiated as part of the Sidewalk Program or when sidewalks are installed on either adjacent properties. The All State industrial area was one of those areas given the deferral and under that prior directive from City Council. Staff recommends the deferral be extended and has placed a condition of approval clarifying timing for installation.

COMPREHENSIVE PLAN CONSISTENCY: The project has been reviewed for consistency with the Comprehensive Plan. Based upon that review, a finding has been made that the proposed project is consistent with the Comprehensive Plan in that the project is consistent with all of the goals and policies of the Comprehensive Plan and the land use map of the Comprehensive Plan.

RECOMMENDATION: Based upon the preceding review and a finding of consistency with the goals and policies of the Comprehensive Plan, staff recommends the City Council approve the Final Plat All State Industrial Plat 3 to allow the platting of two (2) lots for future development, and one (1) street lot, subject to the applicant meeting all City Code requirements and the following:

1. The City Council granting a deferral for the installation of public sidewalks adjacent to the applicant's property along both S 18th Street and S. 16th Street frontages until such time that development occurs on either side of the applicant's property, unless otherwise required to be installed per City direction as part of any of the following:
 - The City's Sidewalk Improvement Program; or
 - For pedestrian safety reasons

Lead Staff Member: J. Bradley Munford

STAFF REVIEWS:

Department Director	JH
Appropriations/Finance	
Legal	SS
Agenda Acceptance	(K)

PUBLICATION(S) (if applicable)

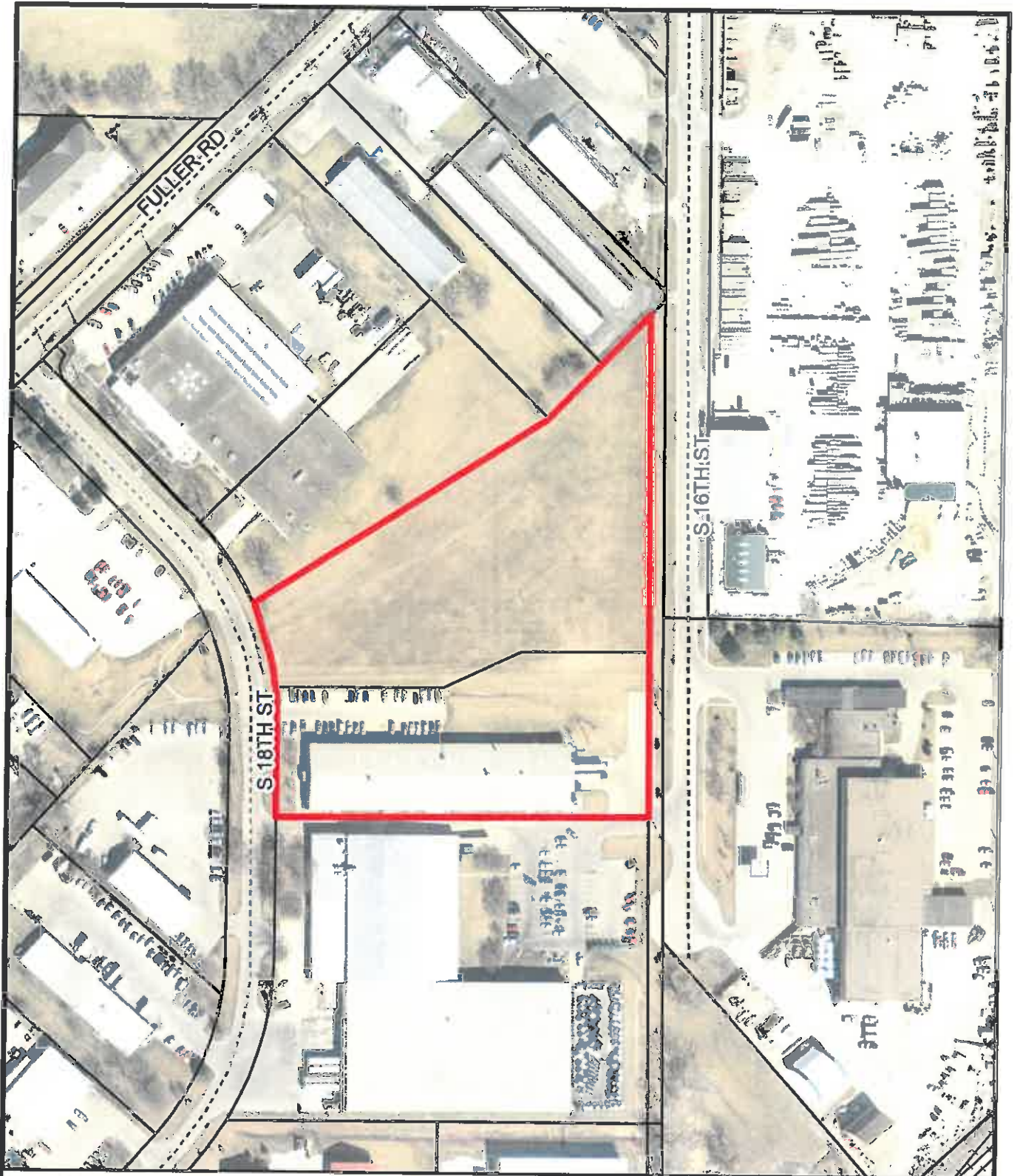
Published In	n/a
Date(s) Published	n/a
Letter sent to surrounding property owners	n/a

SUBCOMMITTEE REVIEW (if applicable)

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

ATTACHMENTS:

- Attachment A - Location Map
- Attachment B - Final Plat
- Attachment C - Resolution: Acceptance of Public Improvements and Approval and Release of Final Plat
- Exhibit A - Conditions of Approval



All-State Industries



INDEX LEGEND

PROPERTY DESCRIPTION:

LOT 1 AND LOT 2, ALL-STATE INDUSTRIAL PLAT 2, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA, SUBJECT TO ALL EASEMENTS AND ENCUMBRANCES OF RECORD
SAID TRACT OF LAND CONTAINS 5.55 ACRES.

OWNER / PREPARED FOR:

ALL-STATE INVESTMENTS LC
520 S 18TH STREET
WEST DES MOINES, IA 50265

SURVEYOR:

BISHOP ENGINEERING
ATTN: LARRY HYLER
3501 104TH ST
URBANDALE, IA 50322
PH: (515) 276-0467

ZONING:

G1 GENERAL INDUSTRIAL DISTRICT

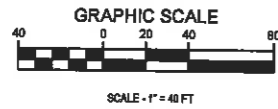
ALL-STATE INDUSTRIAL PLAT 3
CITY OF WEST DES MOINES, POLK COUNTY, IOWA



VICINITY MAP
SCALE - 1"=1000'

GENERAL NOTES:

1. ALL EASEMENTS SHALL BE PUBLIC UNLESS OTHERWISE NOTED AS PRIVATE.
2. BEARINGS DERIVED FROM GPS OBSERVATIONS USING THE STATE PLANE COORDINATE SYSTEM (NAD83 - IOWA SOUTH)
3. THIS PLAT HAS AN ERROR OF CLOSURE OF LESS THAN 1" IN 10,000 FEET AND EACH LOT WITHIN THIS PLAT HAS AN ERROR OF CLOSURE OF LESS THAN 1" IN 5,000 FEET.
4. ALL LOT CORNERS HAVE BEEN SET WITH A 3/4" IRON PIPE WITH A YELLOW PLASTIC CAP ID# 14775 OR AS NOTED.
5. LOT A WILL BE DEEDED TO THE CITY OF WEST DES MOINES FOR PUBLIC STREET RIGHT OF WAY.
6. ALL-STATE INDUSTRIAL PLAT 2 IS RECORDED IN BOOK 11071, PAGE 895
7. EXISTING COMPREHENSIVE PLAN LAND USE: INDUSTRIAL
8. PROPOSED LAND USE: INDUSTRIAL



LEGEND:

- PROPERTY CORNER - FOUND 3/4" IRON PIPE WITH YELLOW PLASTIC CAP ID #14775 OR AS NOTED
- PROPERTY CORNER - PLACED 3/4" IRON PIPE WITH YELLOW PLASTIC CAP ID #14775
- ⊕ SECTION CORNER - FOUND AS NOTED
- ✕ CUT "X" IN PAVEMENT
- () RECORDED BEARING & DISTANCE
- PROP. PROPOSED

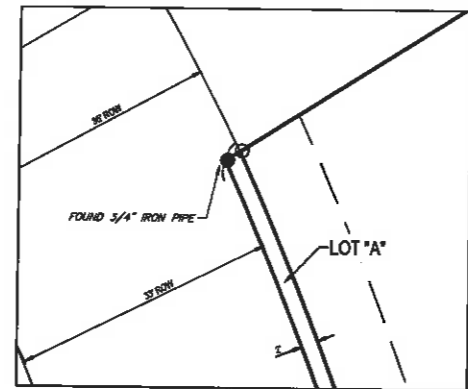
--- SECTION LINES

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I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

SIGNED: PRELIMINARY DATE: _____
LARRY D. HYLER, P.L.S. 14775
LICENSE RENEWAL DATE: DEC. 31, 2018
PAGES OR SHEETS COVERED BY THIS SEAL: THIS SHEET ONLY



LOT 8
OWNER: MAS LC
ZONING: G1 GENERAL INDUSTRIAL DISTRICT

INDUSTRIAL PARK PLAT 1
REPLAT

S 18TH STREET

INDUSTRIAL PARK PLAT 1
REPLAT

LOT 4

OWNER: ALL-STATE INVESTMENT LC
ZONING: G1 GENERAL INDUSTRIAL DISTRICT

LOT 2
1.594 ACRES
(69,438.76 SF)
500 S 18TH STREET

ALL-STATE

INDUSTRIAL PLAT 2

LOT 2

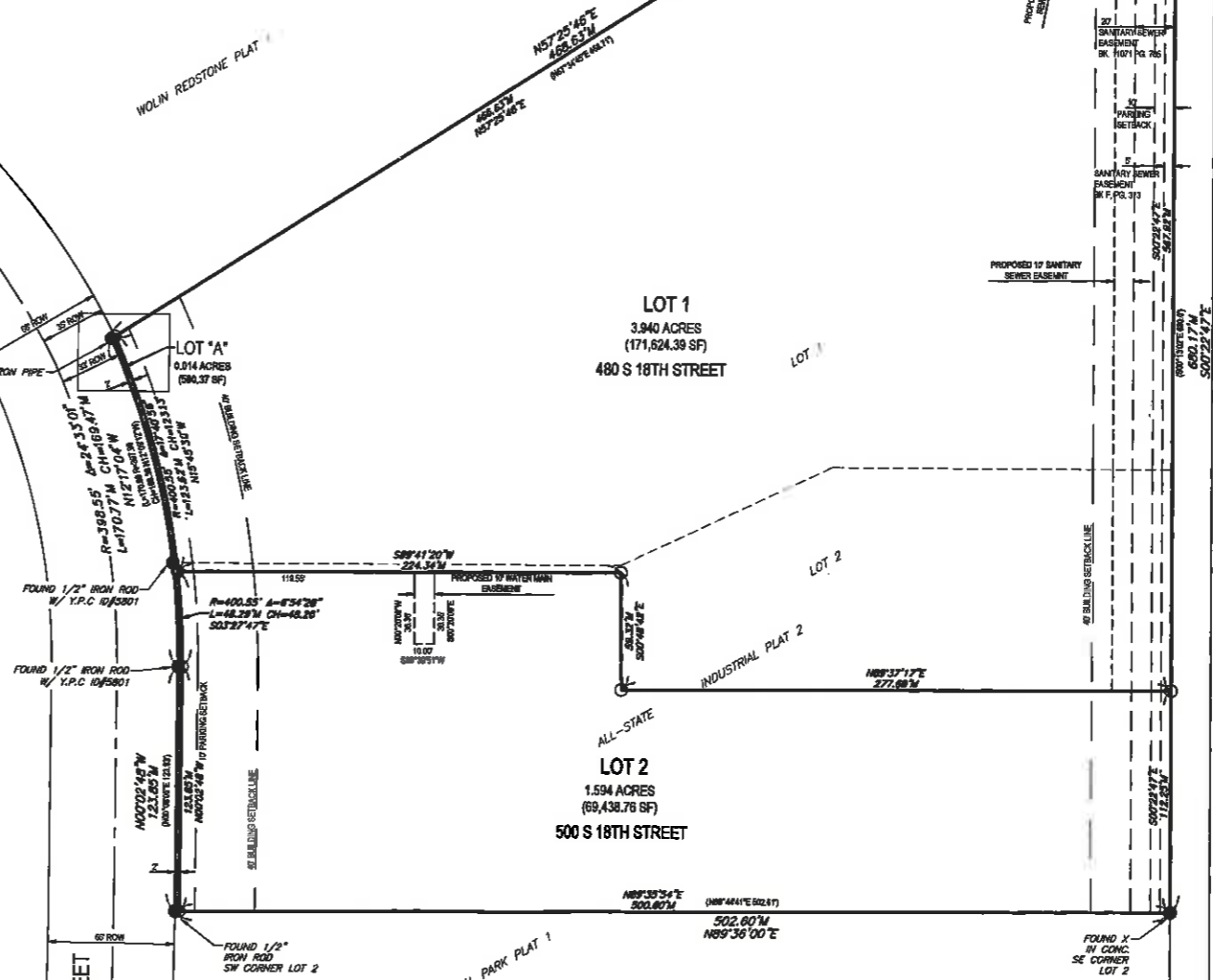
LOT 1
3.940 ACRES
(171,624.39 SF)
480 S 18TH STREET

LOT 1

LOT 2
OWNER: MAESTRO LC
ZONING: G1 GENERAL INDUSTRIAL DISTRICT

PART LOT 1
OWNER: JSK REALTY CORP
ZONING: G1 GENERAL INDUSTRIAL DISTRICT

PART LOT 1
OWNER: MAN MMS STORAGE
ZONING: G1 GENERAL INDUSTRIAL DISTRICT



S 16TH STREET

ALL-STATE INDUSTRIAL PLAT 3
WEST DES MOINES, IA

FINAL PLAT

Bishop Engineering
"Planning Your Successful Development"



3501 104th Street
Des Moines, Iowa 50322-3825
Phone: (515) 276-0467 Fax: (515) 276-0217
Civil Engineering & Land Surveying
Established 1959

REFERENCE NUMBER:

DRAWN BY:
MLW

CHECKED BY:
DB

REVISION DATE:
4-25-2017

PROJECT NUMBER:

110404

SHEET NUMBER:

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

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, APPROVING AND RELEASING THE FINAL PLAT ALL STATE INDUSTRIAL PLAT 3 (FP-003460-2017) FOR THE PURPOSE OF PLATTING PROPERTY INTO TWO (2) INDUSTRIAL LOTS AND ONE (1) STREET LOT

WHEREAS, pursuant to the provisions of Title 10, Subdivision Regulations and Title 9, Zoning Chapter 1 et seq, of the West Des Moines Municipal Code, All-State Investments, has requested approval for a Final Plat (FP-003460-2017) for approximately 5.5 acre site located at 480 S. 18th Street for the purpose of subdividing the property into 2 industrial lots and one (1) street lot to be dedicated to the City;

Legal Description

LOT 1 AND LOT 2, ALL-STATE INDUSTRIAL PLAT 2, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA, SUBJECT TO ALL EASEMENTS AND ENCUMBRANCES OF RECORD SAID TRACT OF LAND CONTAINS 5.55 ACRES.

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

WHEREAS, the West Des Moines Plan and Zoning Commission has reviewed the Preliminary Plat for All State Industrial Plat 3 and recommended approval on April 24, 2017;

WHEREAS, the Final Plat that was submitted for review was determined to be generally consistent with the Preliminary Plat for All State Industrial Plat 3 that was reviewed and approved by the City Council on May 1, 2017;

WHEREAS, on August 21, 2017, this City Council held a duly-noticed meeting to consider the application for All State Industrial Plat 3 Final Plat (FP-003460-2017);

WHEREAS, the West Des Moines City Council did adopt a resolution which approved the Final Plat for All State Industrial Plat 3 at their meeting on August 21, 2017, subject to any conditions of approval;

WHEREAS, the applicant has provided a deed to the City of West Des Moines for public street lots A, to be dedicated to the City as public rights-of-way, and;

WHEREAS, the City Council did accept cross access and sanitary sewer easements, and

WHEREAS, the City Council did accept easements for water, and

WHEREAS, the City Council approves the following address assignments:

All State Industrial Plat 3, Lot 1 480 S 18th Street
All State Industrial Plat 3, Lot 2 500 S 18th Street

WHEREAS, All State Industrial Plat 3 is zoned General Industrial (GI) and meets all requirements of the City's Zoning Code.

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

SECTION 1. The findings of consistency with the Comprehensive Plan as stated in the staff report, or as amended orally at the City Council hearing, are adopted.

SECTION 2. Final Plat, All State Industrial Plat 3 (FP-003460-2017) is approved, subject to compliance with all the conditions in the staff report, dated August 21, 2017, including conditions added at the meeting, if any, and attached hereto as Exhibit "A". Violation of any such conditions shall be grounds for revocation of the entitlement, as well as any other remedy which is available to the City.

SECTION 3. This resolution does release All State Industrial Plat 3 (FP-003460-2017) Final Plat for recordation. The City Council of West Des Moines, Iowa directs the City Clerk to release said plat for recordation in accordance with said City Council approval of the final plat on August 21, 2017, and Roll Call No. _____.

CERTIFICATE

I, Ryan T. Jacobson, City Clerk for said City, hereby certify that at a meeting of the City Council of said City of West Des Moines, held on August 21, 2017, among other proceedings, Roll Call No. _____ approved said plat on August 21, 2017, and released said Final Plat for recordation.

Ryan T. Jacobson
City Clerk

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of August, 2017.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson
City Clerk

Exhibit A
Conditions of Approval

1. The City Council granting a deferral for the installation of public sidewalks adjacent to the applicant's property along both S 18th Street and S. 16th Street frontages until such time that development occurs on either side of the applicant's property, unless otherwise required to be installed per City direction as part of any of the following:
 - The City's Sidewalk Improvement Program; or
 - For pedestrian safety reasons

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

Date: August 21, 2017

ITEM: Mills Crossing, 5901 Mills Civic Parkway – Subdivide property into seven lots for commercial development – Hurd Mills LLC – PP-002644-2015/FP-003184-2016

RESOLUTION: Approval and Release of Final Plat

FINANCIAL IMPACT: Undetermined.

BACKGROUND: Hurd Mills, LLC, represented by Ed Arp of Civil Engineering Consultants, is requesting approval of a final plat for Mills Crossing to subdivide the property into seven lots for commercial development. Currently, the property is developed with a convenience store, a coffee shop, a retail center, and an office building. The other three lots are master planned for two restaurants and an office building.

CITY COUNCIL SUBCOMMITTEE: This item was presented to the Development and Planning City Council Subcommittee on September 19, 2016, as an informational item only.

OUTSTANDING ISSUES: There are no outstanding issues.

As part of this approval, the City Council is approving and accepting the following:

- Sanitary Sewer Easement

COMPREHENSIVE PLAN CONSISTENCY: The project has been reviewed for consistency with the Comprehensive Plan. Based upon that review, a finding has been made that the proposed project is consistent with the Comprehensive Plan in that the project is consistent with all of the goals and policies of the Comprehensive Plan and the land use map of the Comprehensive Plan.

RECOMMENDATION: Based upon the preceding review and a finding of consistency with the goals and policies of the Comprehensive Plan, staff recommends the City Council approve and release the Final Plat, Mills Crossing Plat 1 to subdivide property into seven (7) lots for commercial development, subject to the applicant complying with all applicable City Code requirements.

Lead Staff Member: Kara V. Tragesser, AICP

Kara

STAFF REVIEWS:

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

PUBLICATION(S) (if applicable)

Published In	n/a
Date(s) Published	n/a
Letter sent to surrounding property owners	n/a

SUBCOMMITTEE REVIEW (if applicable)

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

ATTACHMENTS:

- Exhibit I - Location Map
- Exhibit II - Resolution: Approval and Release of Final Plat
 - Attachment A – Conditions of Approval
 - Attachment B – Final Plat



Mills Crossing Plat 1 5901 Mills Civic Parkway



370.7

185.34

370.7 Feet

1:2,224



Legend

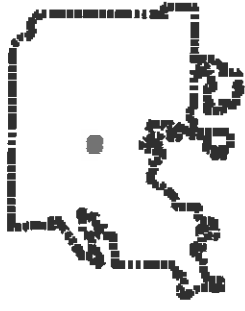


EXHIBIT I

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

THIS MAP IS NOT TO BE USED FOR NAVIGATION

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

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST DES MOINES APPROVING AND RELEASING THE FINAL PLAT MILLS CROSSING PLAT 1 (FP-003184-2016) FOR THE PURPOSE OF SUBDIVIDING PROPERTY INTO SEVEN (7) LOTS FOR COMMERCIAL DEVELOPMENT

WHEREAS, pursuant to the provisions of Title 10, Subdivision Regulations and Title 9, Zoning Chapter 1 et seq, of the West Des Moines Municipal Code, Hurd Mills LLC, has requested approval for a Final Plat (FP-003184-2016) for that 15.2 acres located at 5901 Mills Civic Parkway to subdivide the property into seven (7) lots for commercial development on property legally described as:

Legal Description

Parcel 'B' of lot 1 and official parcel recorded in Book 15500, Page 98, at the Polk County Recorder's Office, said Lot 1 being in the partition plat of SW1/4 of the NW1/4 and the N1/2 of the SW1/4 and the N1/2 of the SE ¼ Section 18, Township 78, Range 25 West of the 5th P.M., an official plat recorded in Book 'E', Page 37 at the Polk County Recorder's office, City of West Des Moines, Polk County, Iowa. Said parcel contains 15.19 acres more or less.

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

WHEREAS, the West Des Moines Plan and Zoning Commission reviewed the Preliminary Plat for Mills Crossing Plat 1 and recommended approval on May 11, 2015;

WHEREAS, the Final Plat that was submitted for review was determined to be generally consistent with the Preliminary Plat for Mills Crossing Plat 1 that was reviewed and approved by the City Council on May 18, 2015 and re-affirmed on August 22, 2016 (see Attachment B – Final Plat);

WHEREAS, on August 21, 2017, this City Council held a duly-noticed meeting to consider the application for Mills Crossing Plat 1 Final Plat;

WHEREAS, the City Council accepts a public sanitary sewer easement;

WHEREAS, Mills Crossing Plat 1 is zoned single family residential and meets all requirements of the City's Zoning Code.

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

SECTION 1. The findings of consistency with the Comprehensive Plan as stated in the staff report, or as amended orally at the City Council meeting, are adopted

SECTION 2. Final Plat, Mills Crossing Plat 1, is approved, subject to compliance with all the conditions in the staff report, including conditions added at the Hearing, if any, and attached hereto as Attachment "A". Violation of any such conditions shall be grounds for revocation of the entitlement, as well as any other remedy which is available to the City.

SECTION 3. This resolution releases the Mills Crossing Plat 1 Final Plat for recordation. The City Council of West Des Moines directs the City Clerk to release said plat for recordation in accordance with said City Council approval of the final plat on August 21, 2017, and Roll Call No. _____.

CERTIFICATE

I, Ryan T. Jacobson, City Clerk for said City, hereby certify that at a meeting of the City Council of said City of West Des Moines, held on August 21, 2017, among other proceedings, Roll Call No. _____ approved said plat on August 21, 2017, and released said Final Plat for recordation.

Ryan T. Jacobson
City Clerk

IN WITNESS WHEREOF, I have hereunto set my hand this 21th day of August 2017.

Steven K. Gaer

ATTEST:

Ryan T. Jacobson
City Clerk

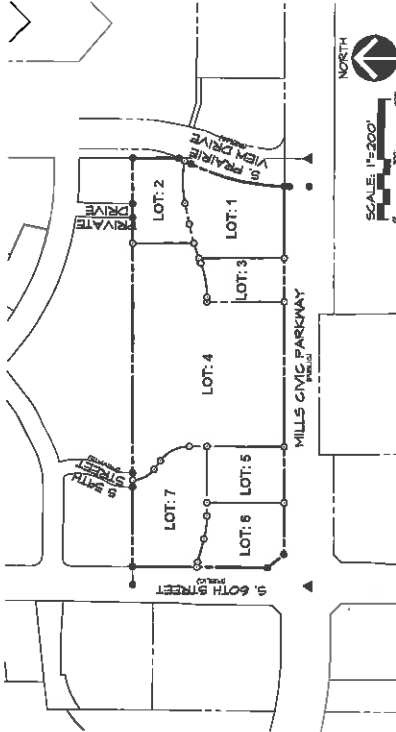
ATTACHMENT A
Conditions of Approval

None

FINAL PLAT
OF

MILLS CROSSING PLAT
WEST DES MOINES, IOWA

DRAWING INDEX
SHEET 4 - NORTH TITLE
COVER SHEET
3 - LOTS 1-3 ENCUMBRANCE DETAIL



INDEX LEGEND	
CITY	WEST DES MOINES
SUBDIVISION	PLAT OF PART OF THE NW 1/4 AND NW 1/4 OF THE NW 1/4 AND SW 1/4 SECTION 16, TOWNSHIP 19 N, RANGE 29 W
LOTS	PARTIAL PLAT OF LOT 1
PROFESSIONAL LAND SURVEYOR	ANDREW S. LILG
REGISTERED BY	IOWA AND SURVEYING BOARD
LAND SURVEYOR	JEFFREY A. GARDNER, PLS. REG. NO. 1000
COMPANY	JEFFREY A. GARDNER & ASSOCIATES, INC.
ADDRESS	1400 WEST DES MOINES, IOWA 50315
REVISION	NO. 1



VICINITY SKETCH

- LEGEND**
- ▲ PLAT BOUNDARY
 - PLAT CORNER BY IRON NAIL OR IRON BUSH UNLESS OTHERWISE NOTED
 - SET PROPERTY CORNER (CIT. N. UNLESS OTHERWISE NOTED)
 - PLAT BOUNDARY
 - PROPOSED LOT LINES
 - BUILDING SETBACK LINES (SEE SCHEDULE)
 - CENTRAL LINE STREET
 - STREET BOUNDARY + DISTANCE
 - PROPERTY BOUNDARY + DISTANCE
 - HIGH ROAD
 - HIGHWAY
 - ROAD
 - PUBLIC UTILITY EASEMENT

BULK REGULATIONS: MILLS CROSSING SPECIFIC PLAN P.U.D.

BUILDING HEIGHT SETBACK (FT)

NORTH PLAT LINE	20
SOUTH PLAT LINE	20
WEST PLAT LINE	20
EAST PLAT LINE	20
ADDITIONAL: THREE FEET (3') OF HEIGHT ALLOWED FOR EACH ADDITIONAL TEN FEET (3') OF SETBACK.	

HAZARD HEIGHT (FEET)

PARKING MINIMUM SETBACK (FT)

NORTH PLAT LINE	10
SOUTH PLAT LINE	10
WEST PLAT LINE	10
EAST PLAT LINE	10

IOWA ONE CALL
800.447.4637
www.iowaonecall.com



DATE	REVISIONS	COMMENTS
MAY 02 2017		
MAY 10 2018		
APR 10 2019		
MAY 02 2019		
MAY 02 2019		

CERTIFICATION

I, **ANDREW S. LILG**, a duly Licensed Professional Land Surveyor under the laws of the State of Iowa, do hereby certify that this plat was prepared by me or under my direct supervision and that I am a duly Licensed Professional Land Surveyor under the laws of the State of Iowa. I am duly Licensed Professional Land Surveyor No. 1000. My license expires on 12/31/2024. My license number is 1000. My license is in good standing. I am duly Licensed Professional Land Surveyor No. 1000. My license expires on 12/31/2024. My license number is 1000. My license is in good standing.

DATE: 05/02/2017
BY: ANDREW S. LILG
TITLE: PROFESSIONAL LAND SURVEYOR

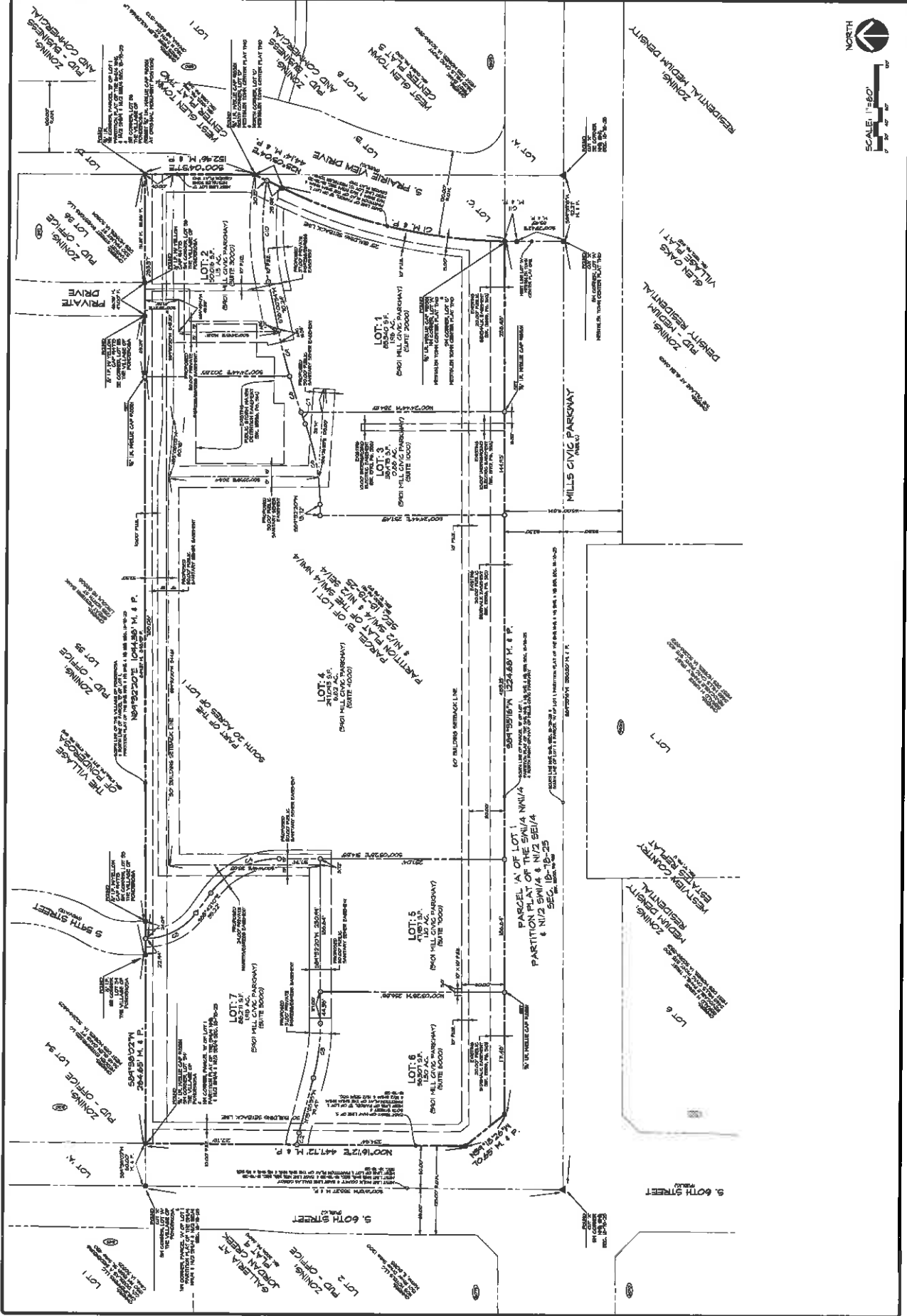
- NOTES**
1. THIS SURVEY WAS MADE ON THIS PLAT IS AT THE BASE OF THE NORTH BENCH OF THE MILL CROSSING PARKWAY. THE SURVEY WAS MADE ON THIS PLAT IS AT THE BASE OF THE NORTH BENCH OF THE MILL CROSSING PARKWAY. THE SURVEY WAS MADE ON THIS PLAT IS AT THE BASE OF THE NORTH BENCH OF THE MILL CROSSING PARKWAY.
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 3. THE SURVEY WAS MADE ON THIS PLAT IS AT THE BASE OF THE NORTH BENCH OF THE MILL CROSSING PARKWAY. THE SURVEY WAS MADE ON THIS PLAT IS AT THE BASE OF THE NORTH BENCH OF THE MILL CROSSING PARKWAY.
 4. THE SURVEY WAS MADE ON THIS PLAT IS AT THE BASE OF THE NORTH BENCH OF THE MILL CROSSING PARKWAY. THE SURVEY WAS MADE ON THIS PLAT IS AT THE BASE OF THE NORTH BENCH OF THE MILL CROSSING PARKWAY.
 5. ALL DIMENSIONS SHOWN ARE MEASURED TO THE CENTER OF THE IRON NAIL OR IRON BUSH UNLESS OTHERWISE NOTED.

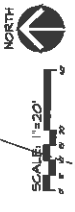
FLOOD ZONE DESIGNATION
THE DESCRIBED PROPERTY IS LOCATED WITHIN AN AREA HAVING A ZONE DESIGNATION "X" BY THE FEDERAL FLOOD INSURANCE PROGRAM (FFIP). THE DESCRIBED PROPERTY IS LOCATED WITHIN AN AREA HAVING A ZONE DESIGNATION "X" BY THE FEDERAL FLOOD INSURANCE PROGRAM (FFIP). THE DESCRIBED PROPERTY IS LOCATED WITHIN AN AREA HAVING A ZONE DESIGNATION "X" BY THE FEDERAL FLOOD INSURANCE PROGRAM (FFIP).

PROPERTY OWNER:
ANDREW S. LILG
2400 86TH STREET, UNIT 12
WEST DES MOINES, IA 50322

PROFESSIONAL LAND SURVEYOR:
ANDREW S. LILG
2400 86TH STREET, UNIT 12
WEST DES MOINES, IA 50322

DATE	REVISIONS	COMMENTS
MAY 02, 2017	1	REVISED
MAY 10, 2016	2	REVISED
APR 12, 2016	3	REVISED
APR 12, 2016	4	REVISED
APR 12, 2016	5	REVISED
APR 12, 2016	6	REVISED
APR 12, 2016	7	REVISED
APR 12, 2016	8	REVISED
APR 12, 2016	9	REVISED
APR 12, 2016	10	REVISED

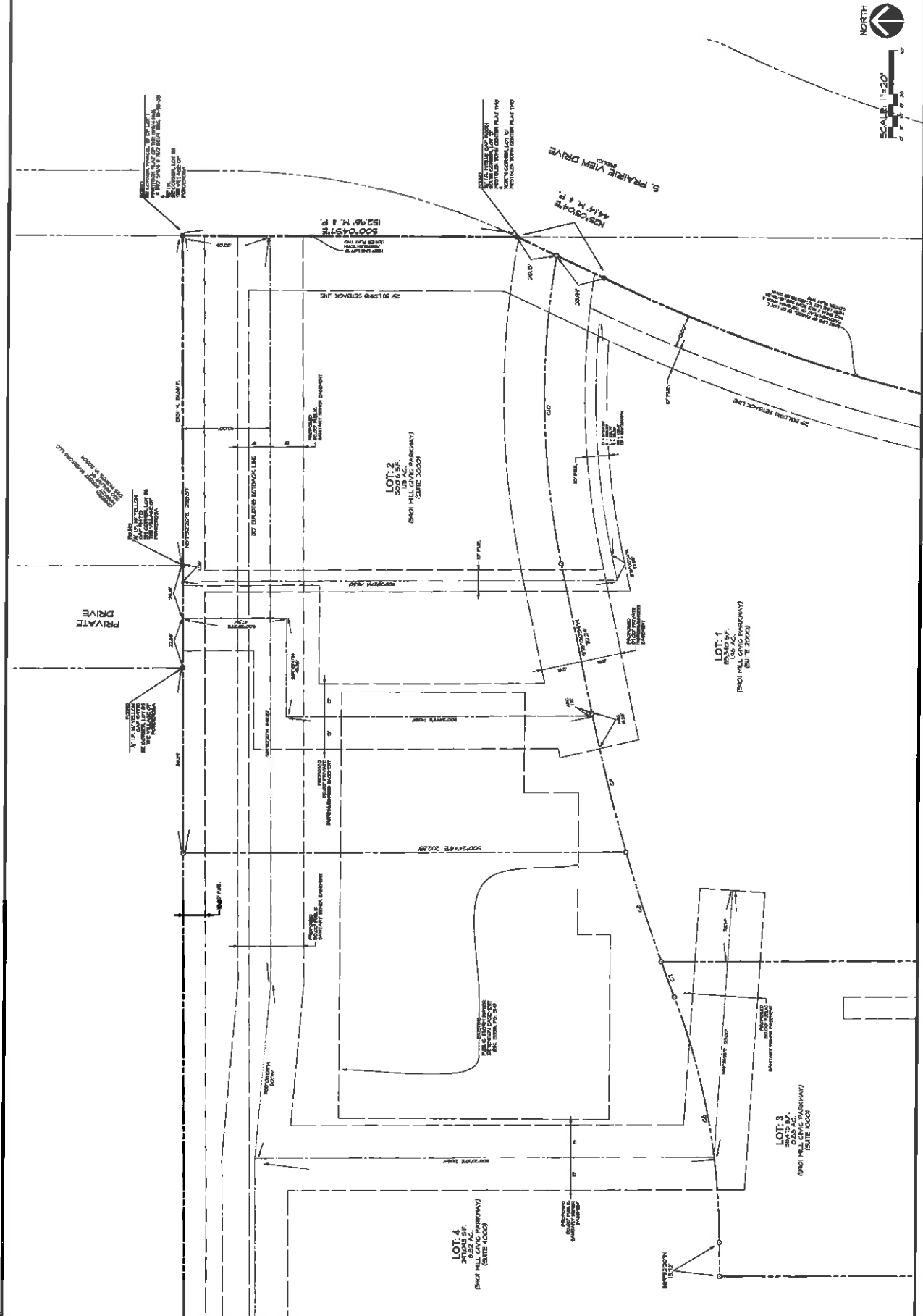




MILLS CROSSING PLAT I
WEST DES MOINES, IOWA
EASEMENT DETAIL - LOTS 1-3

DATE	REVISIONS	COMMENTS
MAY 02, 2017		
MAY 10, 2016		
FEB 02, 2015		
APR 09, 2015		
DATE OF SURVEY	MAY 09, 2015	
DESIGNED BY		
DRAWN BY		

CFC
Civil Engineering Consultants, Inc.
2400 86th Street, Unit 12, Des Moines, Iowa 50322
515.276.4884 Fax: 515.276.7084 email@cfcinc.com



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

Date: August 21, 2017

ITEM: The Parkways, Northwest Corner of S. Jordan Creek Parkway and Mills Civic Parkway – Subdivide property into 5 lots for commercial and office development, 2 outlots and 4 street lots – Hurd Parkway, LLC– FP-003566-2017

RESOLUTION: Approval and Release of Final Plat

FINANCIAL IMPACT: Undetermined.

BACKGROUND: The applicant, Hurd Parkway, LLC, is requesting approval of a Final Plat for approximately 65 acres located at the northwest corner of Mills Civic Parkway and S. Jordan Creek Parkway. The applicant proposes to subdivide the property into five (5) lots for construction of a commercial and office development, two (2) outlots for open space and four (4) Public street lots for dedication to the City.

The Final Plat is consistent with the Preliminary Plat that was approved by the Council on May 15, 2017.

CITY COUNCIL SUBCOMMITTEE: This item was presented to the Development and Planning City Council Subcommittee on August 7, 2017 as an informational item only. No discussion was had and no disagreement with the proposal was expressed.

OUTSTANDING ISSUES: There are no outstanding issues. Staff would summarize the following:

- ***Street Network:*** Coachlight Drive, which currently terminates at the northeast corner of the site, will be extended through the development and connect to S. 81st Street. In addition, S. 77th Street will connect from Coachlight Drive to Mills Civic Parkway, aligning with the existing Athene access drive to the south. The applicant has entered into a development agreement with the City for the construction of these streets, which will be constructed by the City and will be public.
- ***Ingress/Egress Easement:*** An ingress/egress easement is proposed on the southwest corner of Lot 3 within the plat. This easement will allow for cross access through Lot 3 to get to the City's Fire/EMS station directly to the west. With the widening of Mills Civic Parkway as a part of The Parkways project, the existing driveway to the Fire/EMS station will be moved to the east, since it is currently located too close to the S. 81st Street intersection. The easement will allow for this new access location.

As part of this approval, the Council is approving and accepting the following:

- Legal documents to establish public easements for sanitary sewer, storm sewer, ingress/egress and buffer parks.
- Storm Water Management Maintenance Facility Covenant and Permanent Easement Agreements for the entire property.

COMPREHENSIVE PLAN CONSISTENCY: The project has been reviewed for consistency with the Comprehensive Plan. Based upon that review, a finding has been made that the proposed project is consistent with the Comprehensive Plan in that the project is consistent with all of the goals and policies of the Comprehensive Plan and the land use map of the Comprehensive Plan.

TOWN CENTER OVERLAY DISTRICT CONSISTENCY: The proposed project has been reviewed for consistency with the Town Center Overlay District Guidelines. Based upon that review, a finding has been made that the proposed project is consistent with the Town Center Overlay District Guidelines in that the plan is consistent with the overall objective and intents of the Town Center Overlay District Guidelines.

RECOMMENDATION: Based upon the preceding review and a finding of consistency with the goals and policies of the Comprehensive Plan and Town Center Overlay District, staff recommends the City Council approve The Parkways Final Plat to establish five lots for commercial development, two outlots for open space and four street lots to be dedicated to the City, subject to the applicant complying with all applicable City Code requirements.

Lead Staff Member: Brian Portz *BP*

Staff Reviews:

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

PUBLICATION(S) (if applicable)

Published In	n/a
Date(s) Published	n/a
Letter sent to surrounding property owners	n/a

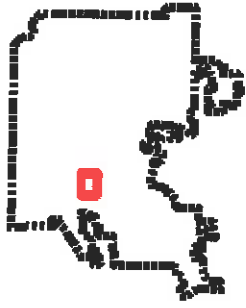
SUBCOMMITTEE REVIEW (if applicable)

Committee	Development & Planning		
Date Reviewed	August 7, 2017		
Recommendation	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Split <input type="checkbox"/>

ATTACHMENTS:

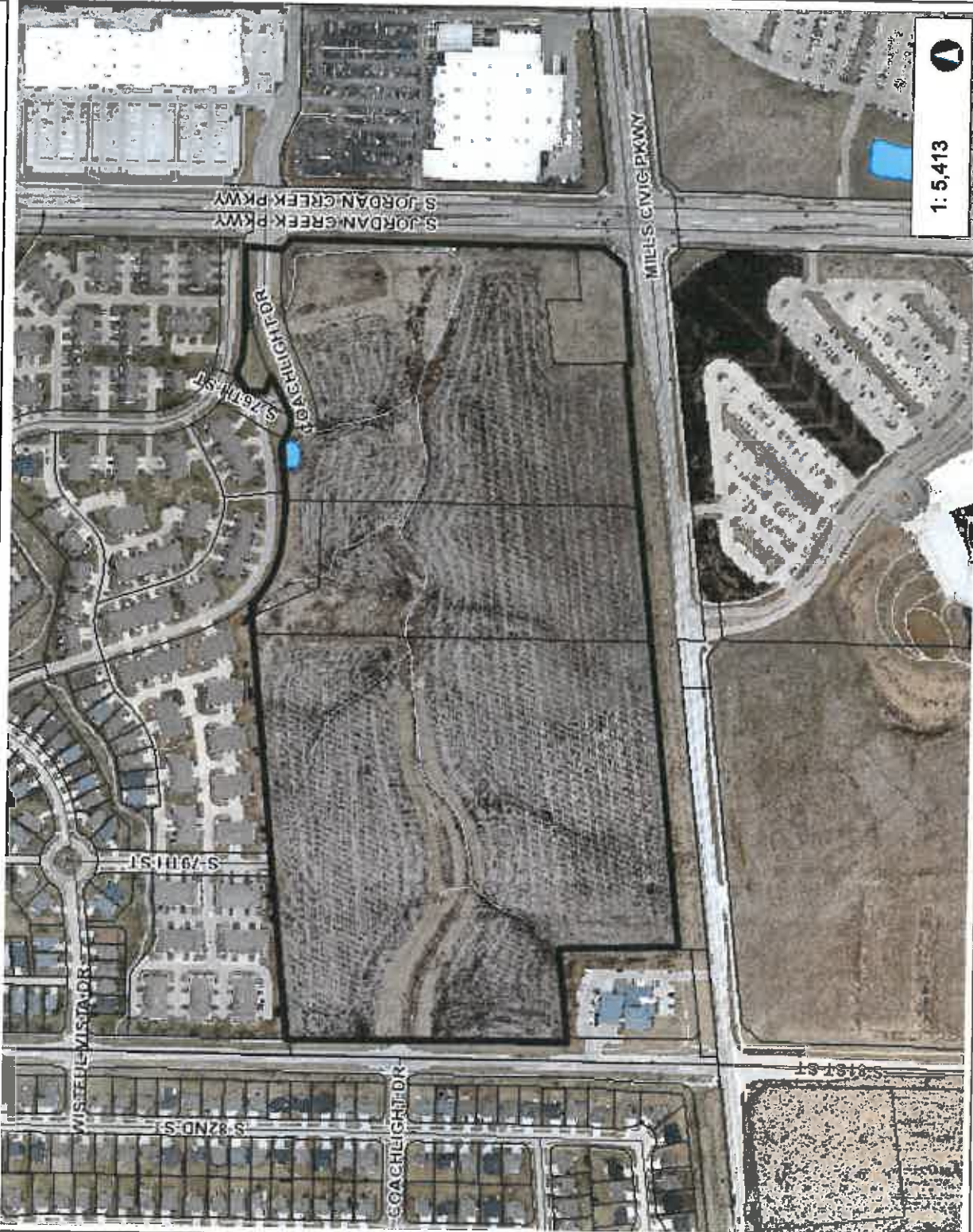
- Exhibit I - Location Map
- Exhibit II - Final Plat
- Exhibit III - Resolution: Approval and Release of Final Plat
- Exhibit A - Conditions of Approval

Parkways



Legend

-  Parcels
-  Parks
-  Greenways



1: 5,413

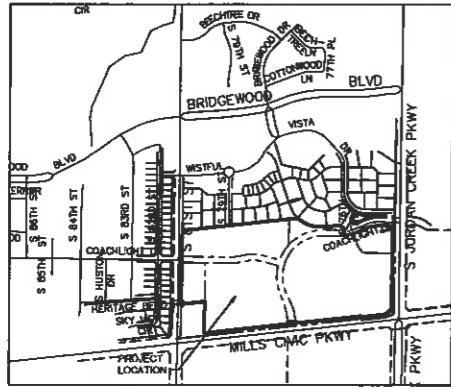


Disclaimer: The City of West Des Moines makes no warranties regarding the accuracy or completeness of the data provided herein.

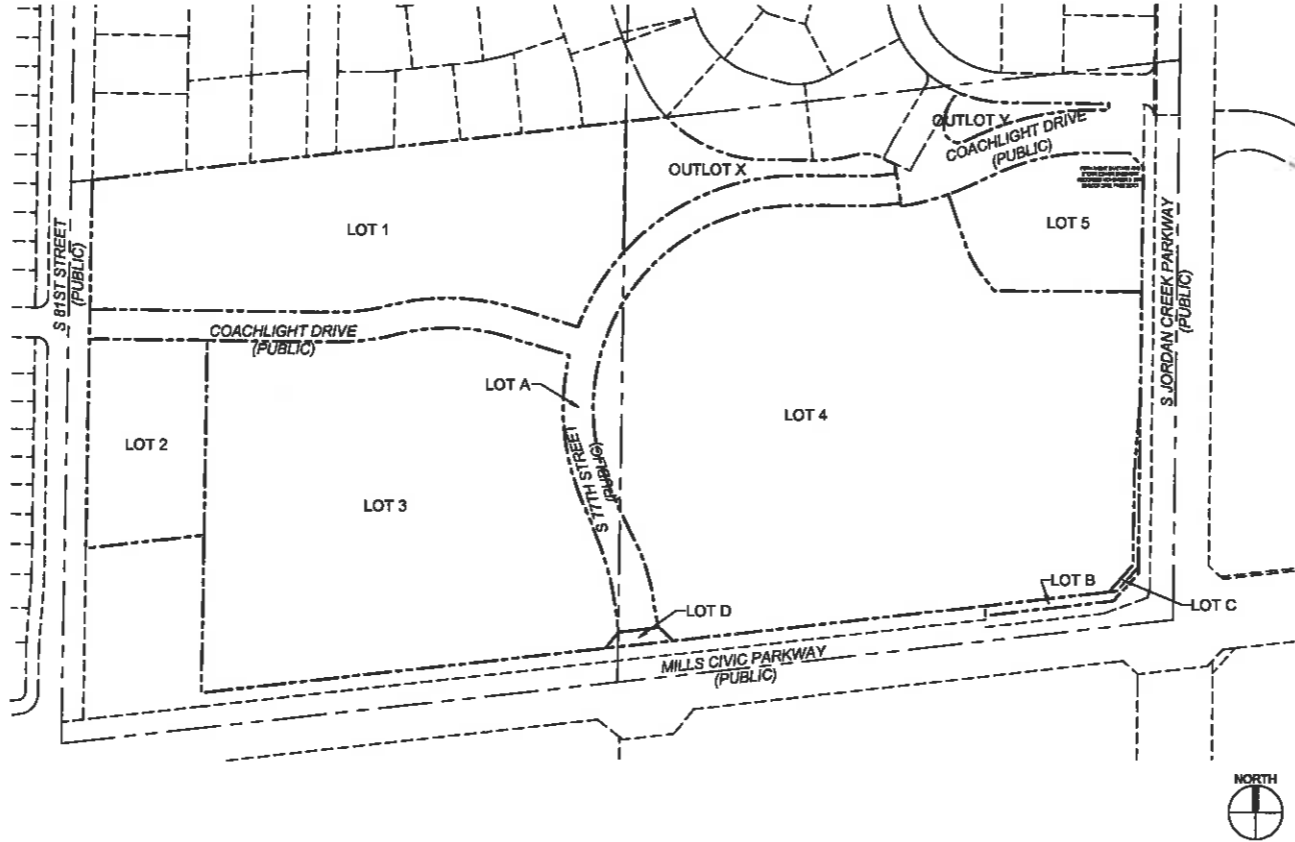
THIS MAP IS NOT TO BE USED FOR NAVIGATION

FINAL PLAT OF THE PARKWAYS

S JORDAN CREEK PARKWAY AND MILLS CIVIC PARKWAY



VICINITY MAP
1" = 1000'



SHEET LIST TABLE

SHEET NUMBER	SHEET TITLE
1 OF 4	COVER SHEET
2 OF 4	SETBACKS AND EASEMENTS
3 OF 4	SETBACKS AND BUFFERS
4 OF 4	LINE AND CURVE TABLES

LEGAL DESCRIPTION

LOTS 1-5, A-D, OUTLOT X: A PARCEL OF LAND BEING A PART OF AND LYING ENTIRELY WITHIN THE SOUTH HALF (S 1/2), OF THE NORTHEAST QUARTER (NE 1/4), OF SECTION 14, TOWNSHIP 78 NORTH, RANGE 28 WEST OF THE 5TH P.M., WEST DES MOINES, DALLAS COUNTY, IOWA, AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SECTION 14,

THENCE ALONG AND UPON THE WEST LINE OF THE SOUTHWEST QUARTER (SW 1/4), OF THE NORTHEAST QUARTER (NE 1/4), OF SAID SECTION 14, N 00°44'17" E, A DISTANCE OF 1316.17 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER (SW 1/4), OF THE NORTHEAST QUARTER (NE 1/4), OF SAID SECTION 14;

THENCE ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER (SW 1/4), OF THE NORTHEAST QUARTER (NE 1/4), OF SAID SECTION 14, ALSO BEING THE SOUTH LINE OF "BRIDGEWOOD SOUTH" SUBDIVISION, AN OFFICIAL PLAT, NOW FORMING AND BEING PART OF THE CITY OF WEST DES MOINES, N 83°45'28" E, A DISTANCE OF 50.37 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF "SOUTH 81ST STREET" AS PRESENTLY ESTABLISHED, ALSO BEING THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID NORTH LINE, ALSO BEING THE SOUTH LINE OF SAID "BRIDGEWOOD SOUTH" SUBDIVISION, N 83°45'28" E, A DISTANCE OF 1355.38 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 328.00 FEET, SAID POINT BEING THE WESTERLY CORNER OF LOT 5 OF "GARDENS AT BRIDGEWOOD" PLAT #2, AN OFFICIAL PLAT, NOW FORMING AND BEING A PART OF THE CITY OF WEST DES MOINES;

THENCE RUNNING ALONG A CURVE, SAID CURVE BEING THE SOUTHWESTERLY LINE OF SAID LOT 5, A DISTANCE OF 259.39 FEET, WHOSE CHORD BEARS N 86°38'49" E, 252.68 FEET;

THENCE CONTINUING ALONG THE SOUTHERLY LINE OF SAID LOT 5, S 89°21'18" E, A DISTANCE OF 112.77 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 371.00 FEET, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SAID LOT 5 AND THE SOUTHWEST CORNER OF LOT 4;

THENCE RUNNING ALONG A CURVE, SAID CURVE BEING THE SOUTHERLY LINE OF SAID LOT 4, A DISTANCE OF 100.53 FEET, WHOSE CHORD BEARS N 82°52'57" E, 100.22 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 85.00;

THENCE RUNNING ALONG A CURVE, SAID CURVE BEING THE SOUTHERLY LINE OF SAID LOT 4, A DISTANCE OF 88.67 FEET, WHOSE CHORD BEARS S 84°58'34" E, 87.70 FEET;

THENCE RUNNING ALONG THE EXTENSION OF SOUTHWESTERLY RIGHT-OF-WAY LINE OF "SOUTH 78TH STREET" S 88°05'41" E, A DISTANCE OF 39.03 FEET;

THENCE S 08°55'37" E, A DISTANCE OF 96.88 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 650.00 FEET;

THENCE ALONG SAID CURVE A DISTANCE OF 178.84 FEET, WHOSE CHORD BEARS N 73°06'49" E, 178.27 FEET;

THENCE N 64°59'34" E, A DISTANCE OF 53.93 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 650.00 FEET;

THENCE ALONG SAID CURVE A DISTANCE OF 239.33 FEET, WHOSE CHORD BEARS N 77°53'38" E, 237.44 FEET;

THENCE S 89°24'29" E, A DISTANCE OF 82.46 FEET;

THENCE S 44°28'08" E, A DISTANCE OF 49.47 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF "JORDAN CREEK PARKWAY" AS PRESENTLY ESTABLISHED;

THE ALONG SAID WESTERLY RIGHT-OF-WAY LINE, S 00°34'53" W, A DISTANCE OF 852.82 FEET TO THE SOUTHERLY CORNER ON THE EAST LINE OF PARCEL "L", AS RECORDED IN BOOK 2005, PAGE 13730;

THENCE ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL "L", S 42°08'54" W, A DISTANCE OF 82.28 FEET TO THE EASTERLY CORNER ON THE SOUTH LINE OF SAID PARCEL "L";

THENCE ALONG THE SOUTH LINE OF SAID PARCEL "L", ALSO BEING THE NORTHERLY RIGHT-OF-WAY LINE OF "MILLS CIVIC PARKWAY", S 83°41'21" W, A DISTANCE OF 304.20 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL "L";

THENCE ALONG THE WEST LINE OF PARCEL "L", N 01°48'45" W, A DISTANCE OF 22.57 FEET, TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF "MILLS CIVIC PARKWAY" AS PRESENTLY ESTABLISHED;

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, S 83°41'21" W, A DISTANCE OF 1048.90 FEET TO A POINT ON THE EAST LINE OF A TRACT OF LAND DEEDED TO THE CITY OF WEST DES MOINES AS RECORDED IN BOOK 2003, PAGE 23123;

THENCE ALONG SAID EAST LINE, N00°44'00" E, A DISTANCE OF 370.44 FEET TO THE NORTHEAST CORNER OF SAID TRACT OF LAND;

THENCE ALONG NORTH LINE OF SAID TRACT OF LAND, S 83°38'54" W, A DISTANCE OF 278.84 FEET TO THE NORTHWEST CORNER OF SAID TRACT OF LAND, SAID CORNER BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF "SOUTH 81ST STREET" AS PRESENTLY ESTABLISHED;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE, N 00°44'17" E, A DISTANCE OF 864.74 FEET TO THE POINT OF BEGINNING.

CONTAINING 63.387 ACRES, MORE OR LESS. SUBJECT TO ALL EASEMENTS OF RECORD.

OUTLOT Y: A PARCEL OF LAND BEING A PART OF AND LYING ENTIRELY WITHIN PARCEL "J" OF THE SOUTHEAST (SE 1/4), OF THE NORTHEAST QUARTER (NE 1/4), OF SECTION 14, TOWNSHIP 78 NORTH, RANGE 28 WEST OF THE 5TH P.M., WEST DES MOINES, DALLAS COUNTY, IOWA, AS RECORDED IN BOOK 2002, PAGE 13008, AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER OF SECTION 14,

THENCE ALONG AND UPON THE EAST LINE OF THE SOUTHEAST QUARTER (SE 1/4), OF THE NORTHEAST QUARTER (NE 1/4), OF SAID SECTION 14, N 00°34'53" E, A DISTANCE OF 1186.15 FEET;

THENCE N 89°25'07" W, A DISTANCE OF 80.80 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 25.00 FEET, SAID POINT ALSO BEING ON THE EAST LINE OF SAID PARCEL "J";

THENCE ALONG SAID CURVE A DISTANCE OF 39.28 FEET, WHOSE CHORD BEARS N 44°25'48" W, 35.38 FEET;

THENCE ALONG THE NORTH LINE OF SAID PARCEL "J", ALSO BEING THE SOUTHERLY RIGHT-OF-WAY LINE OF "WESTFLA VISTA DRIVE", N 89°28'32" W, A DISTANCE OF 81.01 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG THE SAID NORTHERLY LINE OF SAID PARCEL "J", N 89°28'32" W, A DISTANCE OF 243.77 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 285.00 FEET;

THENCE ALONG SAID CURVE A DISTANCE OF 98.27 FEET, WHOSE CHORD BEARS N 79°28'54" W, 97.78 FEET, TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 25.00;

THENCE ALONG SAID CURVE A DISTANCE OF 32.05 FEET, WHOSE CHORD BEARS S 74°29'08" W, 29.90 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 140.00 FEET;

THENCE ALONG SAID CURVE A DISTANCE OF 70.87 FEET, WHOSE CHORD BEARS S 17°09'47" W, 70.12 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 35.00 FEET;

THENCE ALONG SAID CURVE A DISTANCE OF 71.95 FEET, WHOSE CHORD BEARS S 58°12'08" E, 59.93 FEET;

THENCE N 85°03'12" E, A DISTANCE OF 33.58 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 650.00 FEET;

THENCE ALONG SAID CURVE A DISTANCE OF 283.33 FEET, WHOSE CHORD BEARS N 77°50'04" E, 281.09 FEET;

THENCE S 89°14'04" E, A DISTANCE OF 34.28 FEET;

THENCE N 00°16'23" E, A DISTANCE OF 15.11 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.412 ACRES, MORE OR LESS. SUBJECT TO ALL EASEMENTS OF RECORD.

PROPERTY OWNER

HURD PARKWAY, LLC
ATTN: RICHARD HURD
2000 FULLER ROAD
WEST DES MOINES, IA 50265

ENGINEER

SHIVE-HATTERY, INC.
ATTN: CHRIS BAUER
4125 WESTOWN PARKWAY
WEST DES MOINES, IA 50266
PHONE: 515-223-6104

APPLICANT

HURD PARKWAY, LLC
ATTN: RICHARD HURD
2000 FULLER ROAD
WEST DES MOINES, IA 50265

SURVEYOR

SHIVE-HATTERY, INC.
ATTN: MURRAY BERTING
4125 WESTOWN PARKWAY
WEST DES MOINES, IA 50266
PHONE: 515-223-6104

LAND AREA

2,778,213 SQUARE FEET
63.779 ACRES

COMPREHENSIVE LAND USE

EXISTING: LOTS 1-3: OFFICE
LOTS 4-5: COMMUNITY COMMERCIAL
OUTLOT X: OPEN SPACE
OUTLOT Y: OPEN SPACE

ZONING

EXISTING: THE PARKWAYS SPECIFIC PLAN

FLOOD PLAIN NOTE

ACCORDING TO THE FLOOD INSURANCE RATE MAP - PANEL NUMBERS 1902310007C, 1902310008D, 1902310019C, AND 1902310014C PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY AND WITH AN EFFECTIVE DATE OF FEBRUARY 18, 2006, THIS SITE APPEARS TO BE LOCATED IN ZONE "X" (AREAS TO BE OUTSIDE 500 YEAR FLOOD PLAIN), TO THE BEST OF MY KNOWLEDGE AND BELIEF. THE SURVEYOR UTILIZED THE ABOVE REFERENCED FLOODPLAIN PANEL FOR THIS DETERMINATION; FURTHERMORE, THE SURVEYOR DOES NOT CERTIFY THAT REVISED FLOODPLAIN INFORMATION HAS NOT BEEN PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY OR SOME OTHER SOURCE.

BENCHMARKS

WDM BENCHMARK #35 - INTERSECTION OF MILLS CIVIC PARKWAY (35TH STREET, DALLAS COUNTY) AND SOUTH 86TH STREET (X AVENUE, DALLAS COUNTY), NORTHEAST CORNER OF INTERSECTION, 208 FEET EAST OF CENTERLINE OF SOUTH 86TH STREET, 49 FEET NORTH OF THE CENTERLINE OF MILLS CIVIC PARKWAY, 2 FEET SOUTH OF THE FENCE LINE. STANDARD BENCHMARK
ELEVATION = 219.04 CITY DATUM (893.05 NAVD88)

WDM BENCHMARK #124 - INTERSECTION OF JORDAN CREEK PARKWAY AND MILLS CIVIC PARKWAY, 169 ± FEET EAST OF THE WEST END OF MEDIAN, IN THE CENTER OF 6 FEET GRASS MEDIAN IN MILLS CIVIC PARKWAY, 17 ± FEET WEST OF THE ANGLE POINT IN THE CURB FOR THE WESTBOUND TURN LANE. STANDARD BENCHMARK
ELEVATION = 203.85 CITY DATUM (877.66 NAVD88)

OUTLOT NOTES

- PROPOSED OWNER OF OUTLOTS X AND Y: HURD PARKWAY, LLC
- OUTLOTS X AND Y SHALL BE OPEN SPACE AND THUS UNBUILDABLE.

LOT ADDRESSES

LOT 1 = 7855 COACHLIGHT DRIVE
LOT 2 = 8080 COACHLIGHT DRIVE
420 S. 81ST STREET
LOT 3 = 7825 MILLS CIVIC PARKWAY
LOT 4 = 7855 MILLS CIVIC PARKWAY
LOT 5 = 375 S. JORDAN CREEK PARKWAY

NOTES

ALL BEARINGS ARE BASED ON AN ASSUMED MERIDIAN FOR COMPUTATION PURPOSES. THE BASIS OF BEARING FOR THIS DESCRIPTION, ASSUMED THE SOUTH LINE OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 14, TOWNSHIP 78 NORTH, RANGE 28 WEST OF THE 5TH PRINCIPAL MERIDIAN AS NORTH 83°41'21" EAST.
I, MURRAY BERTING, A LICENSED LAND SURVEYOR IN THE STATE OF IOWA, CERTIFY THAT THE ERROR OF CLOSURE IS WITHIN THE ALLOWABLE LIMITS OF 1:10,000 FOR THE PLAT BOUNDARY AND 1:5,000 FOR INDIVIDUAL LOTS. THE ERROR OF CLOSURE FOR "THE PARKWAYS" PLAT BOUNDARY IS 1:468,443.

LAND SURVEYOR

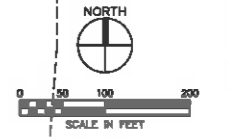
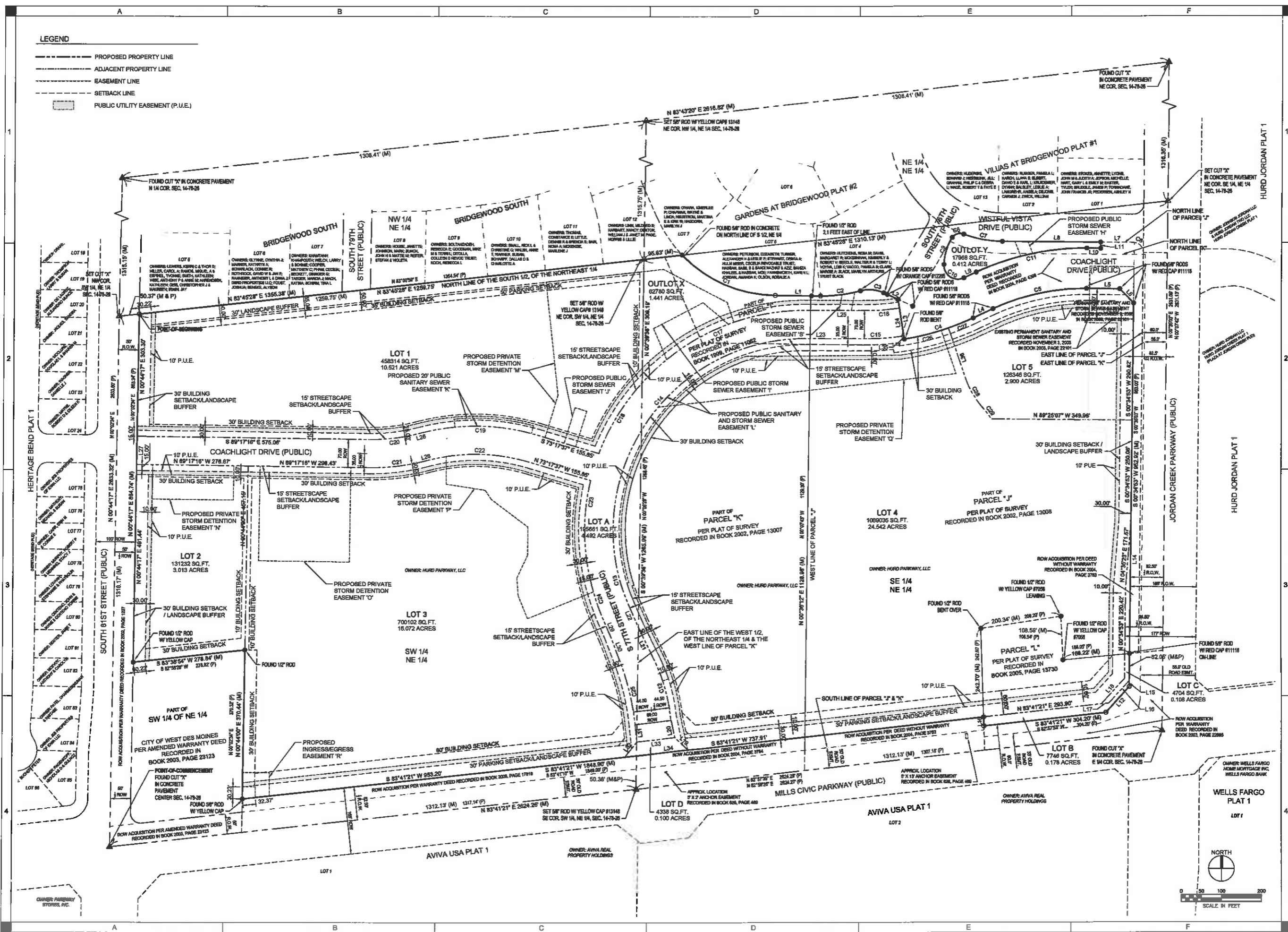
	<p>I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A FULLY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.</p>
	<p>Printed or typed name: MURRAY B. BERTING License Number: 13148 My License Renewal Date is: DECEMBER 31, 2018 PAGE(S) SHEETS OR DIVISIONS COVERED BY THIS SEAL: ALL SHEETS</p>

FINAL PLAT OF THE PARKWAYS

COVER SHEET

LEGEND

	PROPOSED PROPERTY LINE
	ADJACENT PROPERTY LINE
	EASEMENT LINE
	SETBACK LINE
	PUBLIC UTILITY EASEMENT (P.U.E.)



SHIVE-HATTERY
ARCHITECTURE ENGINEERING
4125 Madison Hwy, Suite 100 | West Des Moines, Iowa 50266
515.226.0101 | Fax: 515.226.0022 | www.shive-hattery.com
Iowa | Illinois | Indiana

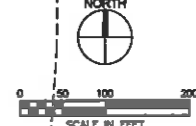
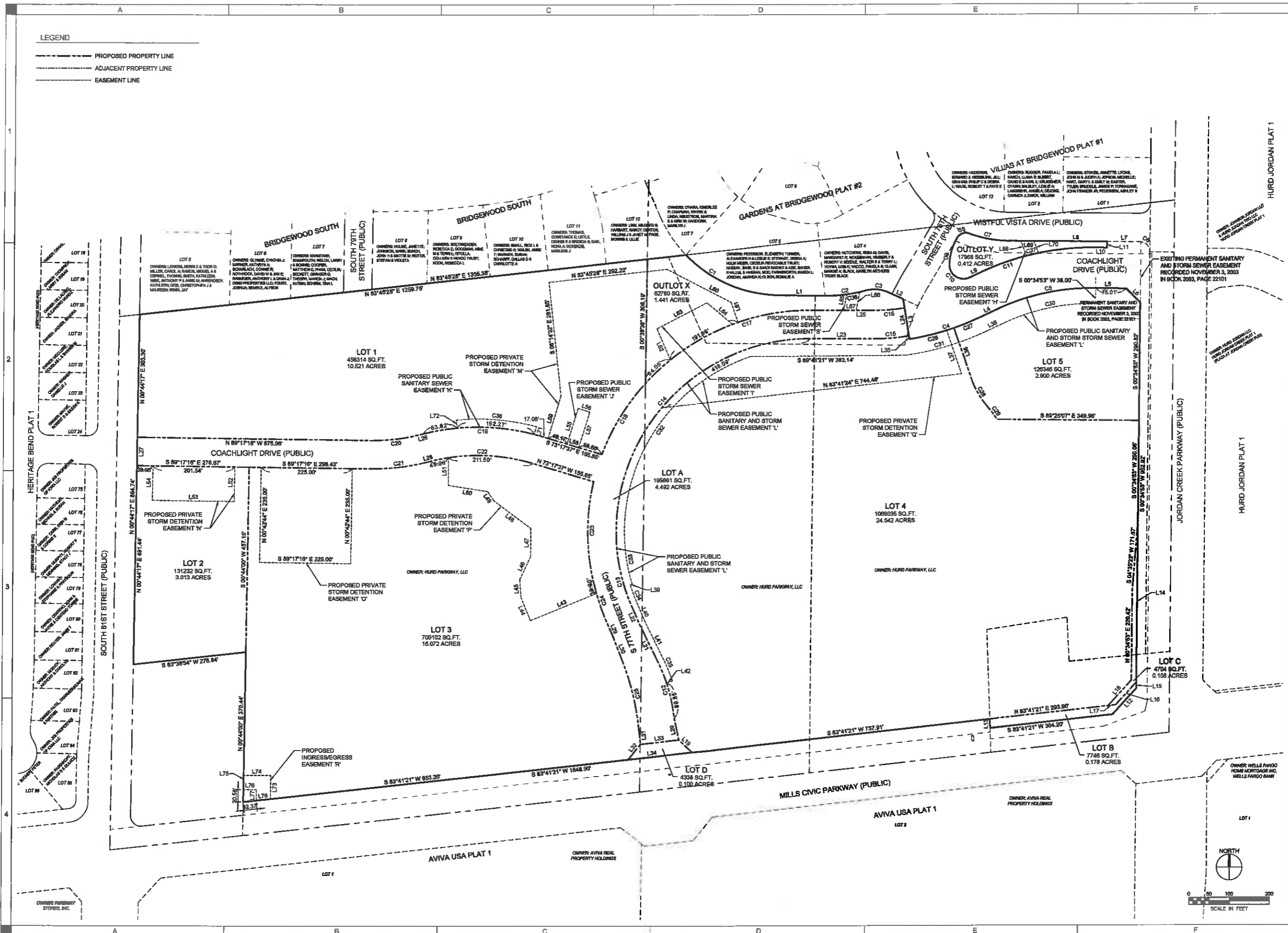
FINAL PLAT OF THE PARKWAYS
WEST DES MOINES, IOWA

DATE	2012.08.10
ISSUED FOR	CITY APPROVAL
APPROVED	MMB
DRAWN	CMH
PROJECT NO.	4186650
FIELD BOOK	1
CLIENT NO.	1

SETBACKS AND EASEMENTS
2 OF 4

LEGEND
- - - PROPOSED PROPERTY LINE
- - - ADJACENT PROPERTY LINE
- - - EASEMENT LINE

SHIVEHATTERY
ARCHITECTURE-ENGINEERING
4123 Matheson Place, Suite 101 | West Des Moines, Iowa 50266
515.228.0104 | Fax: 515.228.0822 | www.shivehattery.com
Iowa | Illinois | Indiana



FINAL PLAT OF THE PARKWAYS
WEST DES MOINES, IOWA

OWNER	AVIVA REAL PROPERTY HOLDINGS
LOT 1	
LOT 2	
LOT 3	
LOT 4	
LOT 5	
OUTLOT A	
OUTLOT B	
OUTLOT C	
OUTLOT D	
OUTLOT X	
OUTLOT Y	

DRAWN	CMH
APPROVED	MBB
ISSUED FOR	CITY APPROVAL
DATE	02/12/16
PROJECT NO.	418894
FIELD BOOK	-
CLIENT NO.	1

SETBACKS AND BUFFERS
3 OF 4

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

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, APPROVING AND RELEASING THE FINAL PLAT, THE PARKWAYS (FP-03566-2017), FOR THE PURPOSE OF CREATING 5 LOTS FOR COMMERCIAL DEVELOPMENT, 2 OUTLOTS AND 4 STREET LOTS

WHEREAS, pursuant to the provisions of Title 10, Subdivision Regulations and Title 9, Zoning Chapter 1 et seq, of the West Des Moines Municipal Code, Hurd Parkway, LLC, has requested approval of a Final Plat (FP-003566-2017) for that approximately 65 acre site generally located on the northwest corner of S. Jordan Creek Parkway and Mills Civic Parkway and legally described below for the purpose of subdividing the property into five (5) lots for commercial development, two (2) outlots for open space and four (4) Public street lots to be dedicated to the City;

Legal Description

A PARCEL OF LAND BEING A PART OF AND LYING ENTIRELY WITHIN THE SOUTH HALF (S ½), OF THE NORTHEAST QUARTER (NE ¼), OF SECTION 14, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE 5TH P.M., WEST DES MOINES, DALLAS COUNTY, IOWA, AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE CENTER OF SECTION 14,

THENCE ALONG AND UPON THE WEST LINE OF THE SOUTHWEST QUARTER (SW ¼), OF THE NORTHEAST QUARTER (NE ¼), OF SAID SECTION 14, N 00°44'17" E, A DISTANCE OF 1318.17 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER (SW ¼), OF THE NORTHEAST QUARTER (NE ¼), OF SAID SECTION 14;

THENCE ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER (SW ¼), OF THE NORTHEAST QUARTER (NE ¼), OF SAID SECTION 14, ALSO BEING THE SOUTH LINE OF "BRIDGEWOOD SOUTH" SUBDIVISION, AN OFFICIAL PLAT, NOW FORMING AND BEING PART OF THE CITY OF WEST DES MOINES, N 83°45'28" E, A DISTANCE OF 50.37 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF "SOUTH 81ST STREET" AS PRESENTLY ESTABLISHED, ALSO BEING THE POINT OF BEGINNING;

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THENCE RUNNING ALONG A CURVE, SAID CURVE BEING THE SOUTHERLY LINE OF SAID LOT 4, A DISTANCE OF 58.87 FEET, WHOSE CHORD BEARS S 84°58'34" E, 57.70 FEET;

THENCE RUNNING ALONG THE EXTENSION OF THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF "SOUTH 76TH STREET" S 65°05'41" E, A DISTANCE OF 39.03 FEET;

THENCE S 08°55'37" E, A DISTANCE OF 99.88 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 650.00 FEET;

THENCE ALONG SAID CURVE A DISTANCE OF 179.84 FEET, WHOSE CHORD BEARS N 73°06'49" E, 179.27 FEET;

THENCE N 64°55'34" E, A DISTANCE OF 53.93 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 550.00 FEET;

THENCE ALONG SAID CURVE A DISTANCE OF 239.33 FEET, WHOSE CHORD BEARS N 77°53'36" E, 237.44 FEET;

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THENCE ALONG THE SOUTH LINE OF SAID PARCEL "L", ALSO BEING THE NORTHERLY RIGHT-OF-WAY LINE OF "MILLS CIVIC PARKWAY", S 83°41'21" W, A DISTANCE OF 304.20' FEET TO THE SOUTHWEST CORNER OF SAID PARCEL "L";

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THENCE ALONG NORTH LINE OF SAID TRACT OF LAND, S 83°38'54" W, A DISTANCE OF 278.84 FEET TO THE NORTHWEST CORNER OF SAID TRACT OF LAND, SAID CORNER BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF "SOUTH 81ST STREET" AS PRESENTLY ESTABLISHED;

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CONTAINING 63.367 ACRES, MORE OR LESS. SUBJECT TO ALL EASEMENTS OF RECORD.

AND

A PARCEL OF LAND BEING A PART OF AND LYING ENTIRELY WITHIN PARCEL "J" OF THE SOUTHEAST (SE 1/4), OF THE NORTHEAST QUARTER (NE ¼), OF SECTION 14, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE 5TH P.M., WEST DES MOINES, DALLAS COUNTY, IOWA, AS RECORDED IN BOOK 2002, PAGE 13008, AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE EAST QUARTER OF SECTION 14,

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THENCE ALONG SAID CURVE A DISTANCE OF 39.28 FEET, WHOSE CHORD BEARS N 44°25'49" W, 35.36 FEET;

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THENCE CONTINUING ALONG THE SAID NORTHERLY LINE OF SAID PARCEL "J", N 89°26'32" W, A DISTANCE OF 243.77 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 285.00 FEET;

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THENCE ALONG SAID CURVE A DISTANCE OF 32.05 FEET, WHOSE CHORD BEARS S 74°29'06" W, 29.90 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 140.00 FEET;

THENCE ALONG SAID CURVE A DISTANCE OF 70.87 FEET, WHOSE CHORD BEARS S 17°09'47" W, 70.12 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 35.00 FEET;

THENCE ALONG SAID CURVE A DISTANCE OF 71.95 FEET, WHOSE CHORD BEARS S 56°12'06" E, 59.93 FEET;

THENCE N 65°02'12" E, A DISTANCE OF 33.58 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 650.00 FEET;

THENCE ALONG SAID CURVE A DISTANCE OF 283.33 FEET, WHOSE CHORD BEARS N 77°50'04" E, 281.09 FEET;

THENCE S 89°14'04" E, A DISTANCE OF 34.28 FEET;

THENCE N 00°16'23" E, A DISTANCE OF 15.11 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.412 ACRES, MORE OR LESS. SUBJECT TO ALL EASEMENTS OF RECORD.

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

WHEREAS, the West Des Moines Plan and Zoning Commission has reviewed the Preliminary Plat for The Parkways and recommended approval on April 24, 2017, and;

WHEREAS, the Final Plat that was submitted for review was determined to be generally consistent with the Preliminary Plat for The Parkways that was reviewed and approved by the City Council on May 15, 2017, and;

WHEREAS, on August 21, 2017, this City Council held a duly-noticed meeting to consider the application for Final Plat (FP-003566-2017) and;

WHEREAS, the West Des Moines City Council adopted a resolution which approved the Final Plat The Parkways at their meeting on August 21, 2017, subject to any conditions of approval, and;

WHEREAS, the necessary easements have been established for public sanitary sewer, storm sewer, ingress/egress, and buffer parks and;

WHEREAS, the City Council did accept the Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreements for the entire property, and;

WHEREAS, the following addresses are assigned:

- Lot 1 = 7855 Coachlight Drive
- Lot 2 = 8080 Coachlight Drive and 420 S. 81st Street
- Lot 3 = 7825 Mills Civic Parkway
- Lot 4 = 7655 Mills Civic Parkway
- Lot 5 = 375 S. Jordan Creek Parkway

WHEREAS, The Parkways is zoned The Parkways Specific Plan – Office and Community Commercial and meets all requirements of the City's Zoning Code.

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

SECTION 1. The findings of consistency with the Comprehensive Plan as stated in the staff report, dated August 21, 2017, or as amended orally at the City Council meeting of August 21, 2017, are adopted.

SECTION 2. Final Plat, The Parkways (FP-003566-2017) is approved, subject to compliance with all the conditions in the staff report, dated August 21, 2017, including conditions added at the meeting, if any, and attached hereto as Exhibit "A". Violation of any such conditions shall be grounds for revocation of the entitlement, as well as any other remedy which is available to the City.

SECTION 3. This resolution does release the Final Plat (FP-003566-2017) for recordation. The City Council of West Des Moines, Iowa directs the City Clerk to release said plat for recordation in accordance with said City Council approval of the final plat on August 21, 2017 and Roll Call No. _____.

CERTIFICATE

I, Ryan T. Jacobson, City Clerk for said City, hereby certify that at a meeting of the City Council of said City of West Des Moines, held on August 21, 2017, among other proceedings, Roll Call No. _____ approved said plat on August 21, 2017, and released said Final Plat for recordation.

Ryan T. Jacobson
City Clerk

IN WITNESS WHEREOF, I have hereunto set my hand this 21st day of August, 2017.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson
City Clerk

**EXHIBIT A:
CONDITIONS OF APPROVAL**

1. No Conditions of approval.

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

DATE: August 21, 2017

ITEM: Ashworth Road I-80 Corridor, Generally located along Ashworth Road beginning west of Interstate 80 east to Jordan Creek Parkway – Amend Comprehensive Plan Land Use Map and Amend Zoning Map to designate and zone property to High Density Residential, Medium Density Residential, Office, Community Commercial, and Light Industrial. – City Initiated (CPA-003525-2017/ZC-003524-2017)

MOTION: Refer to Plan and Zoning Commission

FINANCIAL IMPACT: Undetermined.

BACKGROUND: Development Services staff is requesting referral of city initiated applications for a Comprehensive Plan Land Use Map amendment and Zoning Map amendment for properties generally located along Ashworth Road beginning west of Interstate 80 and extending east to Jordan Creek Parkway (See Exhibit I, Location Map). There are a total of 55 parcels affected by this request. The Land Use Map amendment will assign land use designations of Medium Density Residential, High Density Residential and Light Industrial to two parcels located west of I-80 which were not assigned a land use at the time of annexation in 2014. The Land Use Map amendment will also amend the current land use designations of 31 parcels from Office and Support Office to Community Commercial, Office and High Density Residential. All properties will be zoned consistent with either their current or amended land use designations.

At this time Staff is requesting that the City Council initiate the Comprehensive Plan Land Use amendment and rezoning requests and refer them to the Plan and Zoning Commission for their review and recommendation. The initiation of the Comprehensive Plan Land Use Map amendment and rezoning requests by the City Council does not indicate support or opposition to the land use change or rezoning request for 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 land use and rezoning request and forwarding it to the Plan and Zoning Commission for their review and recommendation.

Lead Staff Member: Karen Marren, Planner *KM*

STAFF REVIEWS:

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

PUBLICATION(S) (if applicable)

Published In	NA
Date(s) Published	
Letter sent to surrounding property owners	

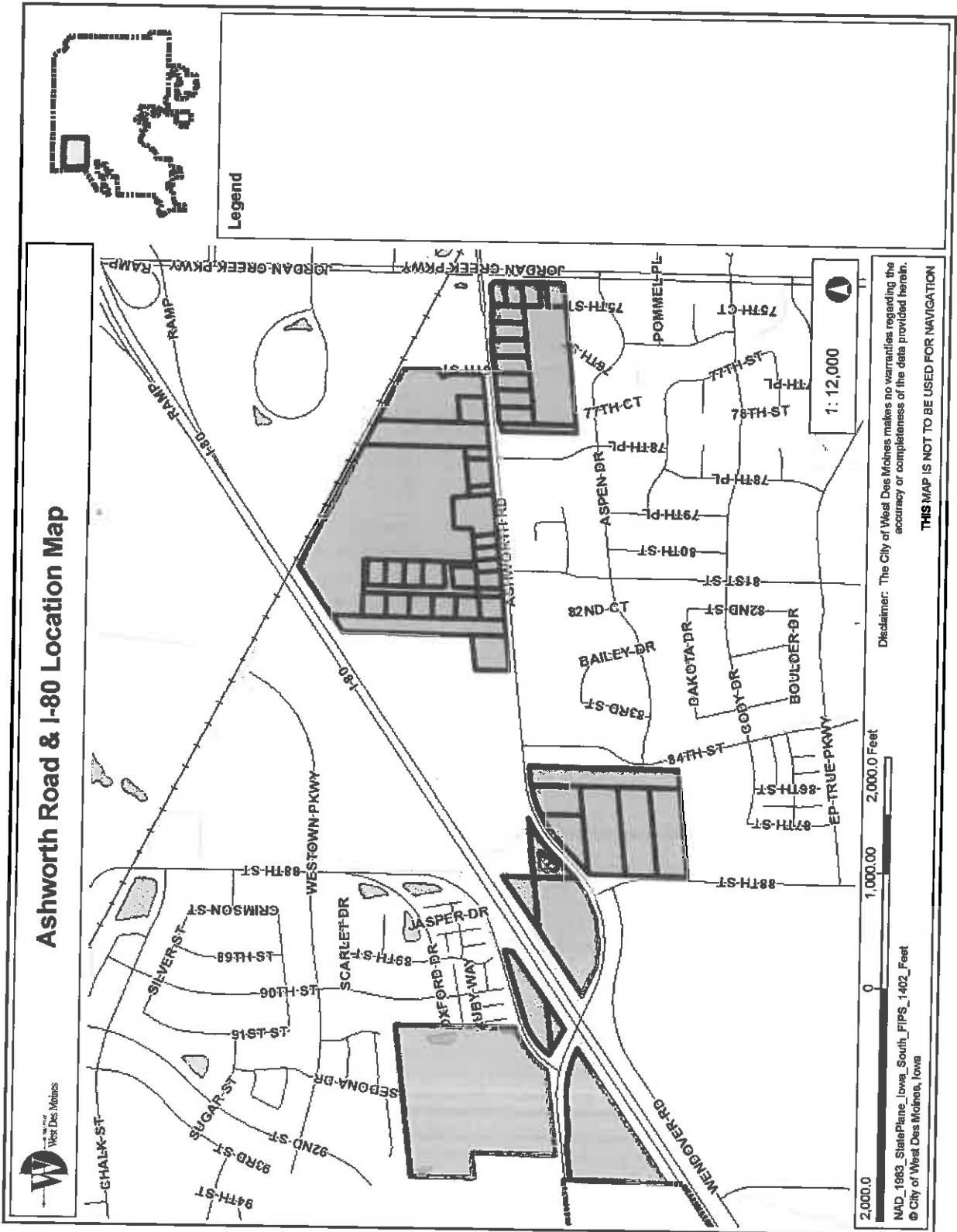
SUBCOMMITTEE REVIEW (if applicable)

Committee	Development & Planning		
Date Reviewed	July 24, 2017		
Recommendation	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Split <input type="checkbox"/>

ATTACHMENTS:

Exhibit I Location Map

Exhibit I



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

DATE: August 21, 2017

ITEM: Cobb Property, 9450 Booneville Road- Consistency zone approximately 12.7 acres from Unzoned to Residential Single Family (RS-8) – City Initiated –ZC-003592-2017

MOTION: Refer to Plan and Zoning Commission

FINANCIAL IMPACT: Undetermined.

BACKGROUND:

The Development Services Department, on behalf of the City of West Des Moines, is requesting approval of a rezoning request to consistency zone 12.7 acres at 9450 Booneville Road to a Residential Single Family (RS-8) zoning designation, consistent with the existing Single Family (SF) Comprehensive Plan land use designation.

At this time the petitioner is requesting that the City Council initiate the rezoning request and refer it to the Plan and Zoning Commission for their review and recommendation. The initiation of the rezoning request by the City Council does not indicate support or opposition to the rezoning request or the project pending on this site. The initiation of the request merely responds to the due process rights of the petitioner.

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

Lead Staff Member: J. Bradley Munford, Planner *JBM*

STAFF REVIEWS:

Department Director	<i>UM</i>
Appropriations/Finance	
Legal	<i>AM</i>
Agenda Acceptance	<i>AM</i>

PUBLICATION(S) (if applicable)

Published In	n/a	
Date(s) Published	n/a	
Letter sent to surrounding property owners		n/a

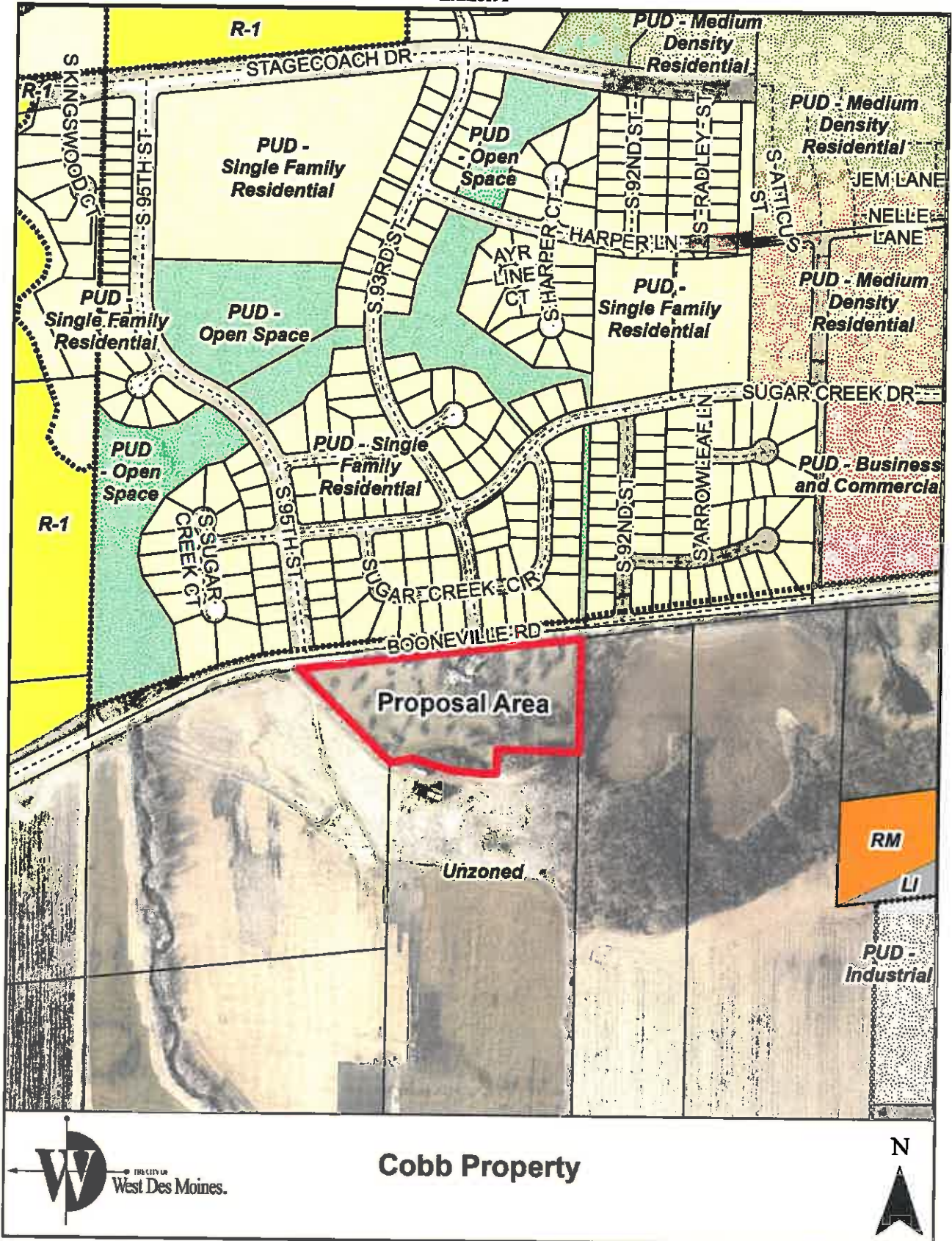
SUBCOMMITTEE REVIEW (if applicable)

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

ATTACHMENTS:

Exhibit I - Location Map

Exhibit I



Cobb Property



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

DATE: August 21, 2017

ITEM: Definition of Family, Amend City Code Title 9 (Zoning), Chapter 2 (Definitions) to modify the definition of family to comply with Iowa Code – City Initiated (AO-0035869-2017)

MOTION: Refer to Plan and Zoning Commission

FINANCIAL IMPACT: Undetermined.




BACKGROUND: The City of West Des Moines requests an amendment to Title 9, Zoning, Chapter, 2 Definitions to amend the definition of family. In April 2017 the Iowa Governor signed into law that after January 1, 2018, a city could no longer adopt or enforce a restriction related to occupancy of residential rental property. The current City Code provides in the definition of family to include no more than three unrelated people and their children. With the Iowa Act signed in to law, the City is modifying its Code to reflect the changes in the Iowa Code.

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

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

Lead Staff Member: Kara Tragesser, AICP

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	No <input type="checkbox"/>	Split <input type="checkbox"/>

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

Date: August 21, 2017

ITEM: Ordinance Amendment – Amend Title 9, (Zoning), Chapter 6, (Commercial, Office and Industrial Zoning Districts) to allow SIC 3843, ‘Dental Equipment and Supplies’ as a Permitted use in the Office (OF) District– Char Properties, LLC – AO-003585-2017

MOTION: Refer to Plan and Zoning Commission

FINANCIAL IMPACT: Undetermined.

BACKGROUND: The applicant, Char Properties, LLC, dba Elite Dental Studio, is requesting an amendment to the City Code, Title 9, *Zoning*, Chapter 6, *Commercial, Office and Industrial Zoning Districts*, Section 6, *Commercial, Office and Industrial Use Regulations*, Subsection C, *Use Matrices*, Table 6.1, *Agricultural, Forestry and Fishing* to allow SIC 3843 ‘Dental Equipment and Supplies’ as a Permitted use in the Office (OF) District. The applicant, Elite Dental Studio, who is located at 921 9th Street within an Office zoning district, indicated a desire to construct an addition onto their existing building to allow for additional space for their business. Elite Dental Studio manufactures dental appliances such as retainers, dentures, crowns bridges, and implants. All manufacturing activities occur within the building with no noise or odors apparent outside of the structure and material delivery and product distribution can be handled by UPS sized vehicles, thus no semis accessing the site. Per City Code, SIC 3843 ‘Dental Equipment and Supplies’ falls under SIC 38 ‘Instruments and Related Products.’ Because it is listed under manufacturing within the Standard Industrial Classification manual, SIC 38 was not permitted within the Office zoning district.

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

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

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

Staff Reviews:

Department Director	JP
Appropriations/Finance	
Legal	JA
Agenda Acceptance	BP

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"/>

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

ITEM: Receive and File Memorandum from WDM Chamber of Commerce **DATE:** August 21, 2017

FINANCIAL IMPACT: None.

BACKGROUND: In March 2012, the City Council's Finance & Administration Committee heard a presentation by Community and Economic Director Clyde Evans, and WDM Chamber Director Chris Vogesser, of a conceptual plan and guidelines for a WDM Targeted Small Business Loan Program (the "Program"). This program was a collaborative concept and would be established by the West Des Moines Development Connection to stimulate economic growth of small businesses and start-up companies in the City. The Program would initially be jointly funded by the City and the Development Connection at a level of \$50,000 each.

On July 23, 2012, the City Council, with the recommendation of the Finance & Administration Committee, by motion received the program guidelines, acknowledged support of the program, and authorized payment of a contribution to the Development Connection in the amount of \$50,000.

At that time of the contribution, it was recommended that the overseers of the program report back to the Finance & Administration Subcommittee on a regular basis (perhaps quarterly or semi-annually), but that did not occur and Council has since raised questions about the status of the program. The attached memo addressed to the City Manager and written by WDM Chamber President Carole Chambers provides a narrative summary of the events that led to the demise of the program, and also gives details of the WDM Chamber's approved plan to re-use the City's contribution in ways which they expect will benefit economic development in the City.

OUTSTANDING ISSUES: None

RECOMMENDATION: Receive and file the memorandum written by Carole Chambers, President and CEO of the West Des Moines Chamber of Commerce.

Lead Staff Member: Tom Hadden, City Manager, and Tim Stiles, Finance Director *TwH*

STAFF REVIEWS

Department Director	
Appropriations/Finance	
Legal	
Agenda Acceptance	K

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split



July 27, 2017

MEMO

TO: Tom Hadden, City Manager, City of West Des Moines
FROM: Carole Chambers, President & CEO, West Des Moines Chamber of Commerce
RE: \$50K given to the Chamber on July 25, 2012

Within days of the chamber announcing my appointment to the position of President & CEO, I began to hear about "the \$50K" the Chamber had received from the city, originally earmarked for a revolving loan fund to be administered under the chamber's Development Connection program. The program was entitled, "West Des Moines Targeted Small Business Program". At the time the money was received, Chris Voggesser was the President and CEO of the chamber.

What transpired in the five years between July 25, 2012 and today is only briefly documented by a program description which includes guidelines, eligible use of funds, application process and submittal requirements. The idea of establishing the revolving loan fund was abandoned by the city and the Chamber of Commerce at some point in 2013 or 2014 and the money was placed in the organization's general fund on April 8, 2016.

Because the chamber places a high value on its working relationship with the city, the city council and all businesses invested in the growth and future development of our community, we very much want to resolve any lingering issues concerning these funds.

In an effort to work with the city by improving our "positioning" in economic development efforts and in response to the workforce issues we hear about on almost every executive call made on large and small employers alike, we have earmarked the dollars to be used in the following manner:

- \$25,000 for new marketing materials focused on stimulating commerce locally, regionally and internationally. These dollars will be used to develop positioning material including but not limited to videos, collateral materials, brochures, etc. The city's department of Economic Development will use the materials in

local, regional and national arenas while the Sister City Commission will provide international connection to already mined opportunities existing in China and Israel, with potential extension into India. The chamber may also use the material in its workforce strategy program detailed below. Right now there is nothing in inventory that would be considered useful for recruitment strategies.

- \$10,000 will be allocated to the development and implementation of an ongoing program for summer interns of West Des Moines companies and/or West Des Moines Chamber of Commerce members. This program, to be implemented in the summer of 2018, will cast a bright spotlight on our West Des Moines community to complement the "Seize the City" program promoted by the Greater Des Moines Partnership. This is a workforce development strategy crucial to importing new talent into our local West Des Moines economy.
- Two other workforce development strategies include existing programs already funded by and implemented by the chamber. One program, ACCELRATE, targets young professionals (ages 22 – 39) while the other program, the West Des Moines Leadership Academy, is a psychographic rather than demographic target of emerging leaders. Both programs provide West Des Moines employers with a significant tool for retaining talent. Generation Z and Millennials alike have exceptionally positive responsiveness to programs that provide them with professional and personal development. Providing top-notch presentations and facilitations is a top priority for both initiatives. Top quality programming requires a significant investment. In planning for the 2017 – 2018 class of WDMLA, we have had to walk away from some outstanding opportunities due to the investment required.

\$5,000 will be allocated to each program – the West Des Moines Leadership Academy and ACCELERATE, the young professional organization.

- \$5,000 will be used toward funding a city-wide economic bus tour for developers, commercial real estate brokers, business owners to be scheduled in the fall of 2018.

Thank you for supporting all five of these important initiatives which will have a positive impact on our economy and workforce within our business community.

Respectfully submitted,

Carole Chambers, President & CEO
West Des Moines Chamber of Commerce