

CITY OF WEST DES MOINES

COUNCIL AGENDA

date: September 18, 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 September 5, 2017 Meeting
- b. Motion - Approval of Bill Lists
- c. Motion - Approval of Liquor Licenses:
 - 1. Apple Corps, L.P., d/b/a Applebee's Neighborhood Grill & Bar, 6190 Mills Civic Parkway - Class LC Liquor License with Sunday Sales - Renewal
 - 2. Thawee Wathana, LLC, d/b/a BananaLeaf Asian Bistro, 5515 Mills Civic Parkway, Suite #140 - Class LC Liquor License with Sunday Sales - Renewal
 - 3. CEC Entertainment, Inc. d/b/a Chuck E. Cheese's #958, 1431 22nd Street - Class BB Permit with Sunday Sales - Renewal
 - 4. Des Moines Golf and Country Club d/b/a Des Moines Golf and Country Club, 1600 Jordan Creek Parkway - Class LC Liquor License with Carryout Wine, Sunday Sales, and Outdoor Service Privileges - Renewal
 - 5. Ingersoll Liquor & Beverage Co., d/b/a Ingersoll Wine Merchants, 1300 50th Street - Class LE Liquor License with Carryout Wine, Carryout Beer, and Sunday Sales - Renewal
 - 6. KRG JCS, LLC d/b/a Joe's Crab Shack #10739, 130 South Jordan Creek Parkway - Class LC Liquor License with Sunday Sales and Outdoor Service - New
 - 7. Justice League of Food d/b/a The Kitchen, 111 South 11th Street - 5-Day Class BB Beer Permit with Outdoor Service for Thrive Church Food Truck 5K - September 30, 2017

- 8. Parenting Way, Inc. d/b/a Parenting Way, Inc. - Five-Day Class B Beer Permit with Outdoor Service for Concert Event (Jammin' in the Junction) in the 400 Block of Railroad Place, October 7, 2017
- 9. InterMountain Management, LLC d/b/a TownePlace Suites, 125 South 68th Street - Class LB Liquor License with Sunday Sales - Renewal
- d. Motion - Approval of Special Event Lane Closure and Off-Site Event Parking - Food Truck 5K, September 30, 2017
- e. Motion - Approval of Professional Services Agreement - Raccoon River Park Boathouse - Schematic Design
- f. Motion - Approval of Change Orders:
 - 1. 2016 Durable Pavement Markings Program, #2
 - 2. Fox Creek Trunk Sewer Extension, #3
- g. Resolution - Approval of FY 2016-17 Iowa Department of Transportation City Street Financial Report
- h. Resolution - Order Construction - Mills Civic Parkway, South Jordan Creek Parkway to South 81st Street
- i. Resolution - Approval of Professional Services Agreements:
 - 1. Booneville Road Bridge Replacement over Sugar Creek
 - 2. Grand Avenue Stormwater Pumps
 - 3. Housing Needs Assessment
- j. Resolution - Establish Public Hearing Regarding the Final Design, Site Selection and Consideration of Acquiring Agricultural Property - Raccoon River Drive Bridge Replacement near South Jordan Creek Parkway
- k. Resolution - Approval of Amendment No. 1 to Development Agreement - KCL Engineering, LLC
- l. Resolution - Establish Consultation Meeting and Public Hearing - EP True Urban Renewal Area
- m. Resolution - Approval and Acceptance of Purchase Agreements and Property Interests - Project Osmium Public Infrastructure

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, August 7, 2017, August 21, 2017, and September 5, 2017)
 - 1. Ordinance - Approval of Second, Third Readings and Final Adoption
- b. Cobb Property, 9450 Booneville Road - Consistency Zone approx. 12.7 acres from 'Unzoned' to Residential Single Family - City Initiated
 - 1. Ordinance - Approval of Second, Third Readings and Final Adoption

- c. Amendment to City Code - Title 9 (Zoning) - Update Definitions and Regulations Pertaining to Accessory Structures - City Initiated
 - 1. Ordinance - Approval of Second, Third Readings and Final Adoption

- d. Amendment to City Code - Title 9 (Zoning), Chapter 2 (Zoning Rules and Definitions) - Amend Definitions of Family to Comply with Code of Iowa - City Initiated
 - 1. Ordinance - Approval of Second, Third Readings and Final Adoption

- e. 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
 - 1. Ordinance - Approval of Second, Third Readings and Final Adoption

- f. Amendment to City Code - Title 6 (Motor Vehicles and Traffic), Chapter 9 (Traffic Schedules), Section 1 (Official Traffic Controls) - University Avenue and 98th Street - City Initiated
 - 1. Ordinance - Approval of Second, Third Readings and Final Adoption

- g. Amendment to City Code - Title 8 (Building Regulations), Chapter 2 (Building Codes), Article A (Building Codes), Section 29 (Rental Housing) - Amend Definitions of Family to Comply with Code of Iowa - City Initiated
 - 1. Ordinance - Approval of Second, Third Readings and Final Adoption

- 6. Public Hearings (5:35 p.m.)**
 - a. Mercy Clinic, 1525 and 1535 Grand Avenue - Amend the Comprehensive Plan Land Use Map from Single Family Residential to Office and Change the Zoning Designation from Residential Single Family to Office - RB WDM Grand, LLC
 - 1. Resolution - Approval of Comprehensive Plan Amendment
 - 2. Ordinance - Approval of First Reading

 - b. Agreement for Private Development - Businessolver.com, Inc.
 - 1. Motion - Continue Public Hearing to October 2, 2017

 - c. 2017 Asphalt Trail Renovation Project - 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. Quail Park Woods, 4101 Grand Avenue - Subdivide Property into Nine Lots for Residential Estate Development and One Street Lot - Neighborhood Builders, LLC
 - 1. Resolution - Approval and Release of Final Plat
- b. 610 South 51st Street Plat of Survey, 610 South 51st Street - Create Two Parcels for Transfer of Ownership - Hy-Vee, Inc.
 - 1. Resolution - Approval and Release of Plat of Survey
- c. Amendment to City Code - Title 5 (Police Regulations), Chapter 2 (Criminal Code), Section 14 (Fireworks) - Regulate the Use of Consumer and Display Fireworks - City Initiated (Continued from September 5, 2017)
 - 1. Ordinance - Approval of First Reading
- d. Amendment to City Code - Title 6 (Motor Vehicles and Traffic), Chapter 9 (Traffic Schedules), Section 5 (Special Restricted No Parking Areas) - Western Hills Drive, 39th Street to 40th Street - City Initiated
 - 1. Ordinance - Approval of First Reading

8. Receive, File and/or Refer

- a. Amendment to City Code - Title 2 (Boards and Commissions), Chapter 1 (Plan and Zoning Commission) and Title 9 (Zoning), Chapter 1 (Entitlements - Process and Procedures) - Modify Requirements for Referral of Comprehensive Plan and Zoning Amendments - City Initiated (Refer to Plan and Zoning Commission)

9. Other Matters

CITY COUNCIL WORKSHOP

(immediately follows Council meeting)

- 1. Veterans Parkway Enhancements
- 2. Other Matters

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

September 5, 2017

West Des Moines City Council Proceedings
Tuesday, September 5, 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 Tuesday, September 5, 2017 at 5:30 PM. Council members present were: J. Mickelson, K. Trevillyan, and R. Trimble. Council member R. Messerschmidt participated via telephone.

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

Vote 17-492: Messerschmidt, Mickelson, Trevillyan, Trimble...4 yes
Motion carried.

On Item 2. Public Forum

Loretta Sieman, 2414 NW 160th Court, Clive, commended City staff for its efforts in ensuring the Solheim Cup was a success.

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

Bret Hodne, Public Services Director, reported on the landscaping improvements done at Public Safety Stations 21 and 22 by DeeAnn Fredericks, Horticulturist. He then presented a slideshow of photos of the improvements, and he commended Ms. Fredericks for her work on this project.

Council member Messerschmidt requested that Sally Ortgies, Parks and Recreation Director, provide a report on his behalf

Sally Ortgies, Parks and Recreation Director, reported she and Council member Messerschmidt attended an opening event at the Purple Martin Lake Water Resource Area, which will be a great recreational opportunity for West Des Moines residents. She reported the Public Art Advisory Commission has recommended approval of two artist agreements and is starting the process of selecting artists for the 2018 "Art on the Campus" exhibit. She also noted the "Art Route" exhibit will be installed within the next month.

Mayor Gaer reported he attended the Taste of the Junction Festival and commended the organizers for putting on a successful event. He congratulated City Clerk Ryan Jacobson for participating in the Municipal Professionals Academy, and he congratulated Finance Director Tim Stiles and his staff for being awarded the Certificate of Achievement for Excellence in Financial Reporting.

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On Item 4. Consent Agenda.

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

- a. Approval of Minutes of August 21, 2017 Meeting
- b. Approval of Bill Lists
- c. Approval of Liquor Licenses:
 1. 515 bar&grill, LLC d/b/a 515 bar&grill, 165 South Jordan Creek Parkway, Suite 120 & 125 - Class LC Liquor License with Sunday Sales and Outdoor Service - New
 2. Pepe's, Inc. d/b/a Cabo Sol Mexican Food, 5010 Mills Civic Parkway, Suite 100 - Class LC Liquor License with Sunday Sales - New
 3. Casey's Marketing Company d/b/a Casey's General Store #2297, 108 8th Street - Class BC Permit with Sunday Sales and Carryout Wine Privileges - Renewal
 4. G.O.C.C. Investments, LLC, d/b/a Glen Oaks Country Club, 1401 Glen Oaks Drive - Class LC Liquor License with Carryout Wine, Sunday Sales, Outdoor Service, and Catering Privileges - Renewal
 5. Envision Homes, LLC d/b/a Heart of Iowa Marketplace, 211 5th Street - Class B Native Wine Permit with Sunday Sales - Renewal
 6. Hometown Pizza, LLC d/b/a Hometown Pizza, 1960 Grand Avenue - Class BB Beer Permit with Sunday Sales - New
 7. Hy-Vee, Inc. d/b/a Hy-Vee Meeting Room, 1725 Jordan Creek Parkway - Transfer Location Temporarily to 1236 Jordan Creek Parkway (SpringHill Suites) - September 20-21, 2017
 8. Butterface, LLC d/b/a The Keg Stand, 3530 Westown Parkway - Class LC Liquor License with Sunday Sales and Outdoor Service Privileges - Renewal
 9. Riley Drive Entertainment I, Inc., d/b/a Tonic Bar, 5535 Mills Civic Parkway - Class LC Liquor License with Carryout Wine, Sunday Sales, Outdoor Service, and Catering Privileges - Renewal
 10. International Event Center, Inc., d/b/a Val Air, 301 Ashworth Road - Class LC Liquor License with Sunday Sales and Outdoor Service - Renewal
 11. International Event Center, Inc., d/b/a Val Air, 301 Ashworth Road - Class LC Liquor License Extension of Outdoor Service - September 17-18, 2017
- d. Approval of Parking on Grass - ValleyFest
- e. Approval of Artist Agreements:
 1. Water Quality Community Service Public Art Project
 2. Our Main Street Public Art Project
- f. Approval of Amendment to Professional Services Agreement - Water Quality Community Service Public Art Project
- g. Approval of Professional Services Agreement - Parks Signage Upgrade Plan
- h. Approval of Contract Agreement - Emergency Sanitary and Storm Sewer Repair Services

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- j. Approval of Grant Application - Iowa Clean Air Attainment Program (ICAAP) - Traffic Adaptive Signal Controls on Ashworth Road
- k. Acceptance of Iowa Clean Air Attainment Program (ICAAP) Funds - Traffic Adaptive Signal Controls in the Jordan Creek Town Center Area on 60th Street, 68th Street, and EP True Parkway
- l. Order Construction - Law Enforcement Center Metal Roof Maintenance
- m. Accept Work - Woodland Hills Park Site Development
- n. Approval of Professional Services Agreements:
 - 1. Valley Junction Activity Center Fire Escape Stairs
 - 2. Public Safety Station 18 and Law Enforcement Center Generator Replacement
 - 3. Historic City Hall and Nature Lodge Water Infiltration Study
 - 4. Park Restrooms/Shelters Miscellaneous Repairs
 - 5. Law Enforcement Center Lower Level Remodel, Phase 3
 - 6. Valley View Aquatic Center Partial Roof Replacement
 - 7. Public Safety Station 22 Sewer Rehabilitation
 - 8. Public Safety Station 17 Locker Room Reconstruction Study
 - 9. Public Safety Station 19 Atrium HVAC Study
 - 10. Public Safety Station 22 Energy Recovery Unit Replacement
 - 11. Law Enforcement Center and Library Mechanical Updates
 - 12. City Hall Heat Pump and Carpet Replacement
 - 13. Historic City Hall Water Service
- o. Approval and Acceptance of Non-Interference Agreement - 1600 Jordan Creek Parkway
- p. Approval of Addressing - Various Locations within City Limits
- q. Approval of Subcommittee Recommendations - Redevelopment Incentive Programs (Property Improvement Fund and Regulatory Compliance Fund)
- r. Approval and Acceptance of Purchase Agreements and Property Interests:
 - 1. Ashworth Road Improvements, Phase 2
 - 2. Project Osmium Public Infrastructure
- s. National Drive Electric Week, September 9-17, 2017

Vote 17-493: Messerschmidt, Mickelson, Trevillyan, Trimble...4 yes
Motion carried.

On Item 4(i) Approval of Change Order #1 - South Grand Prairie Parkway, SW Madison Avenue to Raccoon River Drive

Council member Trevillyan stated he will abstain on this item due to a potential conflict of interest.

It was moved by Trimble, second by Mickelson to approve Item 4(i) Approval of Change Order #1 - South Grand Prairie Parkway, SW Madison Avenue to Raccoon River Drive.

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Vote 17-494: Messerschmidt, Mickelson, Sandager, Trimble...4 yes
Trevillyan... 1 abstain due to potential conflict of interest

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, initiated by Rueter & Zenor Company and Rueter Corporation (Continued from July 10, 2017, August 7, 2017, and August 21, 2017)

It was moved by Trevillyan, second by Trimble to continue Item 5(a) Jordan Creek Business Park Specific Plan Amendment to September 18, 2017.

Vote 17-495: Messerschmidt, Mickelson, Trevillyan, Trimble...4 yes

Motion carried.

On Item 5(b) Villas on Ashworth, generally located at 8585 Ashworth Road - Designate Residential High Density Zoning and Community Commercial Zoning on approx. 36 acres, initiated by Folsom-WDM, LLC

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

Vote 17-496: Messerschmidt, Mickelson, Trevillyan, Trimble...4 yes

Motion carried.

The City Clerk read the preamble to the ordinance.

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

Vote 17-497: Messerschmidt, Mickelson, Trevillyan, Trimble...4 yes

Motion carried.

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

Vote 17-498: Messerschmidt, Mickelson, Trevillyan, Trimble...4 yes

Motion carried.

On Item 5(c) 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, initiated by Ridgway Titleholder, LLC

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

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Vote 17-499: Messerschmidt, Mickelson, Trevillyan, Trimble...4 yes
Motion carried.

The City Clerk read the preamble to the ordinance.

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

Vote 17-500: Messerschmidt, Mickelson, Trevillyan, Trimble...4 yes
Motion carried.

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

Vote 17-501: Messerschmidt, Mickelson, Trevillyan, Trimble...4 yes
Motion carried.

On Item 5(d) 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, initiated by 68th Street Properties, LLC

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

Vote 17-502: Messerschmidt, Mickelson, Trevillyan, Trimble...4 yes
Motion carried.

The City Clerk read the preamble to the ordinance.

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

Vote 17-503: Messerschmidt, Mickelson, Trevillyan, Trimble...4 yes
Motion carried.

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

Vote 17-504: Messerschmidt, Mickelson, Trevillyan, Trimble...4 yes
Motion carried.

On Item 5(e) Midtown Urban Renewal Area, initiated by the City of West Des Moines

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

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Vote 17-505: Messerschmidt, Mickelson, Trevillyan, Trimble...4 yes
Motion carried.

The City Clerk read the preamble to the ordinance.

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

Vote 17-506: Messerschmidt, Mickelson, Trevillyan, Trimble...4 yes
Motion carried.

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

Vote 17-507: Messerschmidt, Mickelson, Trevillyan, Trimble...4 yes
Motion carried.

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

It was moved by Trimble, second by Trevillyan to consider the third reading and.

Vote 17-508: Messerschmidt, Mickelson, Trevillyan, Trimble...4 yes
Motion carried.

The City Clerk read the preamble to the ordinance.

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

Vote 17-509: Messerschmidt, Mickelson, Trevillyan, Trimble...4 yes
Motion carried.

On Item 6(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, initiated by the City of West Des Moines.

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

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Vote 17-510: Messerschmidt, Mickelson, 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 Cobb Property, 9450 Booneville Road - Consistency Zone approx. 12.7 acres from 'Unzoned' to Residential Single Family, 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 August 18, 2017 in the Des Moines Register. Mayor Gaer asked if any written comments had been received. The City Clerk stated on a vote of 6-0, with one member absent, the Plan and Zoning Commission recommended City Council approval of the rezoning request.

Mayor Gaer asked if there were any public comments.

Denika Almburg, 1625 Thornwood Road, stated she supports the rezoning to residential and expressed interest in the Cobb residence being converted to a bed and breakfast or a historic inn. She noted she has begun discussing that possibility with the Development Services department.

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

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

Lynne Twedt, Development Services Director, responded to questions from the Council, stating as long as the bed and breakfast would be owner-occupied, it would be permitted to do short-term rentals in a residential-zoned district.

Vote 17-511: Messerschmidt, Mickelson, Trevillyan, Trimble...4 yes
Motion carried.

The City Clerk read the preamble to the ordinance.

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

Vote 17-512: Messerschmidt, Mickelson, 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 Amendment to City Code - Title 9 (Zoning) - Update Definitions and Regulations Pertaining to Accessory Structures, 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 August 18, 2017 in the Des Moines Register. Mayor Gaer asked if any written comments had been received. The City Clerk stated on a vote of 6-0, with one member absent, the Plan and Zoning Commission recommended City Council approval of the ordinance amendment.

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

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

Vote 17-513: Messerschmidt, Mickelson, Trevillyan, Trimble...4 yes
Motion carried.

The City Clerk read the preamble to the ordinance.

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

Vote 17-514: Messerschmidt, Mickelson, 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 Amendment to City Code - Title 9 (Zoning), Chapter 2 (Zoning Rules and Definitions) - Amend Definitions of Family to Comply with Code of Iowa, 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 August 18, 2017 in the Des Moines Register. Mayor Gaer asked if any written comments had been received. The City Clerk stated on a vote of 6-0, with one member absent, the Plan and Zoning Commission recommended City Council approval of the ordinance amendment.

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

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

Vote 17-515: Messerschmidt, Mickelson, Trevillyan, Trimble...4 yes
Motion carried.

The City Clerk read the preamble to the ordinance.

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

Vote 17-516: Messerschmidt, Mickelson, Trevillyan, Trimble...4 yes
Motion carried.

On Item 6(e) Mayor Gaer indicated this was the time and place for a public hearing to consider Amendment to City Code - Title 9 (Zoning), Chapter 6 (Commercial, Office and Industrial Zoning Districts) - Allow SIC 3843 (Dental Equipment and Supplies) as a Permitted Use in the Office District, initiated by Char Properties, LLC. He asked for the date the notice was published

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and the City Clerk indicated the notice was published on August 18, 2017 in the Des Moines Register. Mayor Gaer asked if any written comments had been received. The City Clerk stated on a vote of 6-0, with one member absent, the Plan and Zoning Commission recommended City Council approval of the 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.

Vote 17-517: Messerschmidt, Mickelson, 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 first reading of the ordinance.

Vote 17-518: Messerschmidt, Mickelson, Trevillyan, Trimble...4 yes
Motion carried.

On Item 6(f) Mayor Gaer indicated this was the time and place for a public hearing to consider Coachlight Drive (South Jordan Creek Parkway to South 81st Street) and South 77th Street (Coachlight Drive to Mills Civic Parkway), 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 August 25, 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 Trimble, second by Trevillyan to adopt Resolution - Approval of Plans and Specifications, Motion to Receive and File Report of Bids, and Resolution - Award Contract to Absolute Concrete Construction, Inc.

Vote 17-519: Messerschmidt, Mickelson, Trevillyan, Trimble...4 yes
Motion carried.

On Item 7(a) Grand Avenue Estates, 3600 Grand Avenue - Subdivide Property into Four Lots for Residential Estate Development and Two Street Lots, initiated by Grand Avenue Estates, LLC

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

Vote 17-520: Messerschmidt, Mickelson, Trevillyan, Trimble...4 yes
Motion carried.

On Item 7(b) Replat Glen Oaks Plat 4 Lots 7-10, 1152, 1160, 1168, and 1176 Glen Oaks Drive - Replat Lots to Adjust Lot Lines, initiated by Karen Arhold

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

Vote 17-521: Messerschmidt, Mickelson, Trevillyan, Trimble...4 yes
Motion carried.

On Item 7(c) Microsoft DSM04, 8855 Grand Avenue - Approval of a Major Modification to a Site Plan to Construct an approx. 50,000 sq. ft. Data Center Building with Site Modifications, initiated by Microsoft Corporation

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

Vote 17-522: Messerschmidt, Mickelson, Trevillyan, Trimble...4 yes
Motion carried.

On Item 7(d) Bike World, 5003 EP True Parkway - Site Modifications and Architecture Modifications and Waive Curbing Requirement, initiated by Ridgway Properties, LLC

It was moved by Trimble, second by Trevillyan 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 17-523: Messerschmidt, Mickelson, Trevillyan, Trimble...4 yes
Motion carried.

On Item 7(e) Amendment to City Code - Title 5 (Police Regulations), Chapter 2 (Criminal Code), Section 14 (Fireworks) - Regulate the Use of Consumer and Display Fireworks, initiated by the City of West Des Moines

Council member Trimble suggested this item be continued to the September 18th meeting, when the full council will be present.

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It was moved by Trimble, second by Messerschmidt to continue Item 7(e) Amendment to City - Use of Consumer and Display Fireworks to September 18, 2017.

Vote 17-524: Messerschmidt, Mickelson, Trevillyan, Trimble...4 yes
Motion carried.

On Item 7(f) Amendment to City Code - Title 6 (Motor Vehicles and Traffic), Chapter 9 (Traffic Schedules), Section 1 (Official Traffic Controls) - University Avenue and 98th Street, initiated by the City of West Des Moines

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

Vote 17-525: Messerschmidt, Mickelson, Trevillyan, Trimble...4 yes
Motion carried.

The City Clerk read the preamble to the ordinance.

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

Vote 17-526: Messerschmidt, Mickelson, Trevillyan, Trimble...4 yes
Motion carried.

On Item 7(g) Amendment to City Code - Title 8 (Building Regulations), Chapter 2 (Building Codes), Article A (Building Codes), Section 29 (Rental Housing) - Amend Definitions of Family to Comply with Code of Iowa, initiated by the City of West Des Moines

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

Vote 17-527: Messerschmidt, Mickelson, Trevillyan, Trimble...4 yes
Motion carried.

The City Clerk read the preamble to the ordinance.

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

Vote 17-528: Messerschmidt, Mickelson, Trevillyan, Trimble...4 yes
Motion carried.

On Item 8(a) Mercy Clinic, 1525 and 1535 Grand Avenue - Amend the Comprehensive Plan Land Use Map from Single Family Residential to Office and Change the Zoning Designation from Residential Single Family to Office - RB WDM Grand, LLC - Referred to Plan and Zoning

September 5, 2017

On Item 8(b) Chateau 88, 752 88th Street - Amend the Comprehensive Plan Land Use Map from High Density Residential to Single Family and Designate Residential Single Family Zoning - Chateau 88, LLC - Referred to Plan and Zoning

On Item 9 - Other Matters

Mayor Gaer expressed concerns about the lack of streetlights on South 50th Street, between EP True Parkway and Mills Civic Parkway.

Brian Hemesath, Interim City Engineer, responded the city has a contract with MidAmerican Energy to get those streetlights installed, but he does not know their timeline. He stated he will follow up with them and report back to the Mayor and Council.

Mayor Gaer also expressed concerns that the railroad crossing on 60th Street, north of EP True Parkway, is really rough.

Bret Hodne, Public Services Director, responded staff will take a look at it to see what can be done by the City, and if work is needed in between the tracks, they will contact the railroad to discuss it with them.

The meeting was adjourned at 6:06 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	09/18/2017		\$ 2,943,036.45
			Total \$ Amount
EFT Claims	09/18/2017		\$ 459,669.96
			Total \$ Amount
Control Pay	09/18/2017		\$ 515,914.77
			Total \$ Amount
End of Month & Off-Cycle	08/22/17 to 10/01/2017		\$ 292,843.85

Approved by the West Des Moines City Council
this 18th day of September, 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: 09/18/2017

Type	Date	Number	Source	Payee Name	Transaction Amount
Bank Account: WB VENDOR DISB - WB Vendor Disbursement					
Check	09/18/2017	305345	Accounts Payable	A+ LAWN & LANDSCAPE	750.00
Check	09/18/2017	305346	Accounts Payable	ABSOLUTE CONCRETE CONSTRUCTION	11,834.50
Check	09/18/2017	305347	Accounts Payable	AECOM TECHNICAL SERVICES INC	5,418.20
Check	09/18/2017	305348	Accounts Payable	AGRILAND FS INC	1,155.40
Check	09/18/2017	305349	Accounts Payable	AHLERS & COONEY	4,774.91
Check	09/18/2017	305350	Accounts Payable	AIR CLEANING TECHNOLOGIES INC	900.00
Check	09/18/2017	305351	Accounts Payable	ALLIANCE CONSTRUCTION GROUP LLC	305,161.54
Check	09/18/2017	305352	Accounts Payable	AMERICAN SECURITY CORP	2,716.99
Check	09/18/2017	305353	Accounts Payable	AMERICAN SOLUTIONS FOR BUSINESS	978.50
Check	09/18/2017	305354	Accounts Payable	ANGELES , FABIAN	70.00
Check	09/18/2017	305355	Accounts Payable	AUREON NETWORK SERVICES	5,547.73
Check	09/18/2017	305356	Accounts Payable	BALL TEAM LLC	167,268.40
Check	09/18/2017	305357	Accounts Payable	BARKER LEMAR ENGINEERING	625.00
Check	09/18/2017	305358	Accounts Payable	BASCOM TRUCK & AUTOMOTIVE	2,205.11
Check	09/18/2017	305359	Accounts Payable	BELLER DISTRIBUTING, LLC	44.60
Check	09/18/2017	305360	Accounts Payable	BENJAMIN DESIGN COLLABORATIVE	6,064.25
Check	09/18/2017	305361	Accounts Payable	BIG CHAIR LLC	240.00
Check	09/18/2017	305362	Accounts Payable	BIKE WORLD	339.86
Check	09/18/2017	305363	Accounts Payable	BIRKEL , JIM	1,493.10
Check	09/18/2017	305364	Accounts Payable	BOLTON & MENK INC	1,312.00
Check	09/18/2017	305365	Accounts Payable	BONNIE'S BARRICADES	204.60
Check	09/18/2017	305366	Accounts Payable	BOUND TREE MEDICAL LLC	2,521.58
Check	09/18/2017	305367	Accounts Payable	BRYAN , MICHAEL	100.00
Check	09/18/2017	305368	Accounts Payable	CALIBER CONCRETE LLC	9,805.90
Check	09/18/2017	305369	Accounts Payable	CAPPEL'S ACE HARDWARE	11.28
Check	09/18/2017	305370	Accounts Payable	CARPENTER UNIFORM CO	3,641.16
Check	09/18/2017	305371	Accounts Payable	CASPER , ANN	479.50
Check	09/18/2017	305372	Accounts Payable	CENTRAL IOWA OFFICIALS LLC	1,458.00
Check	09/18/2017	305373	Accounts Payable	CENTRAL IOWA READY-MIX	6,899.00
Check	09/18/2017	305374	Accounts Payable	CHELIOUS LLC	4,500.00
Check	09/18/2017	305375	Accounts Payable	CIMAGLIA , NICHOLAS	250.00
Check	09/18/2017	305376	Accounts Payable	CINTAS CORP FIRST AID & SAFETY	141.94
Check	09/18/2017	305377	Accounts Payable	CLIENTFIRST CONSULTING GROUP	16,083.31

City of West Des Moines
City Council Report
Bank Account: WB VENDOR DISB - WB Vendor Disbursement
Batch Date: 09/18/2017

Type	Date	Number	Source	Payee Name	Transaction Amount
Check	09/18/2017	305378	Accounts Payable	CONCRETE TECHNOLOGIES	262,327.49
Check	09/18/2017	305379	Accounts Payable	CONDUENT	613.00
Check	09/18/2017	305380	Accounts Payable	CONDUENT GOVERNMENT SYSTEMS LLC	6,300.00
Check	09/18/2017	305381	Accounts Payable	CONTRACTOR SALES & SERVICE	617.10
Check	09/18/2017	305382	Accounts Payable	CORELL CONTRACTOR INC	6,407.66
Check	09/18/2017	305383	Accounts Payable	COURAGE LEAGUE SPORTS	100.00
Check	09/18/2017	305384	Accounts Payable	CUSTOM AWARDS	36.00
Check	09/18/2017	305385	Accounts Payable	DALLAS COUNTY RECORDER	812.00
Check	09/18/2017	305386	Accounts Payable	DAVIS , WILLIAM	100.00
Check	09/18/2017	305387	Accounts Payable	DE LAGE LANDEN	4,112.60
Check	09/18/2017	305388	Accounts Payable	DES MOINES RIFLE & REVOLVER CLUB	200.00
Check	09/18/2017	305389	Accounts Payable	DOWLING , CONNIE	435.00
Check	09/18/2017	305390	Accounts Payable	EARL MAY SEED AND NURSERY	199.80
Check	09/18/2017	305391	Accounts Payable	ELECTRICAL ENGINEERING & EQUIP	102.84
Check	09/18/2017	305392	Accounts Payable	ELSMORE SWIM SHOP	2,116.80
Check	09/18/2017	305393	Accounts Payable	EMBARKIT INC	11,250.00
Check	09/18/2017	305394	Accounts Payable	EMS TECHNOLOGY SOLUTIONS	459.00
Check	09/18/2017	305395	Accounts Payable	ENVISION HOMES HOLDING COMPANY	887.50
Check	09/18/2017	305396	Accounts Payable	FAIR-PLAY	430.70
Check	09/18/2017	305397	Accounts Payable	FEH ASSOCIATES INC	30,828.74
Check	09/18/2017	305398	Accounts Payable	FELDMAN , AIDAN DEAN	100.00
Check	09/18/2017	305399	Accounts Payable	FERRELLGAS	49.00
Check	09/18/2017	305400	Accounts Payable	FORECAST PUBLIC ART	1,350.00
Check	09/18/2017	305401	Accounts Payable	GATEHOUSE MEDIA IOWA HOLDINGS	207.00
Check	09/18/2017	305402	Accounts Payable	GENERAL TRAFFIC CONTROLS INC	46,943.00
Check	09/18/2017	305403	Accounts Payable	GENUS LANDSCAPE ARCHITECTS	870.00
Check	09/18/2017	305404	Accounts Payable	GRAINGER INC	239.92
Check	09/18/2017	305405	Accounts Payable	GRIMES ASPHALT & PAVING	144,964.24
Check	09/18/2017	305406	Accounts Payable	GRUBE , BRYAN	195.00
Check	09/18/2017	305407	Accounts Payable	GUS CONSTRUCTION CO INC	20,937.62
Check	09/18/2017	305408	Accounts Payable	HAHN , JENNIFER	4,427.50
Check	09/18/2017	305409	Accounts Payable	HARTLAND FUEL PRODUCTS LLC	17,191.79
Check	09/18/2017	305410	Accounts Payable	HEARTLAND CO-OP	943.49
Check	09/18/2017	305411	Accounts Payable	HERITAGE MICROBIAL CONTROL LLC	250.00

City of West Des Moines
City Council Report
 Bank Account: WB VENDOR DISB - WB Vendor Disbursement
 Batch Date: 09/18/2017

Type	Date	Number	Source	Payee Name	Transaction Amount
Check	09/18/2017	305412	Accounts Payable	HILLTOP TIRE SERVICE	162.07
Check	09/18/2017	305413	Accounts Payable	HISTORIC VALLEY JUNCTION FOUNDATION	2,014.10
Check	09/18/2017	305414	Accounts Payable	HOME DEPOT CREDIT SERVICES	31.55
Check	09/18/2017	305415	Accounts Payable	HY VEE INC	22.49
Check	09/18/2017	305416	Accounts Payable	IBM	240.00
Check	09/18/2017	305417	Accounts Payable	INCENTIVE SERVICES INC	281.75
Check	09/18/2017	305418	Accounts Payable	INGAMELLS COMMERCIAL FLOORING	2,030.00
Check	09/18/2017	305419	Accounts Payable	IOWA ATHLETIC FIELD CONSTRUCTION COMPANY	422,497.30
Check	09/18/2017	305420	Accounts Payable	IOWA CHAPTER OF APCO	765.00
Check	09/18/2017	305421	Accounts Payable	IOWA CHAPTER OF NENA	800.00
Check	09/18/2017	305422	Accounts Payable	IOWA INTERSTATE RAILROAD LTD	406.23
Check	09/18/2017	305423	Accounts Payable	IOWA PRISON INDUSTRIES	1,382.50
Check	09/18/2017	305424	Accounts Payable	IOWA PUMP WORKS, INC	493.15
Check	09/18/2017	305425	Accounts Payable	IOWA TITLE CO	590.00
Check	09/18/2017	305426	Accounts Payable	IRON MOUNTAIN	165.15
Check	09/18/2017	305427	Accounts Payable	ITERIS INC	825.00
Check	09/18/2017	305428	Accounts Payable	JACOBSEN AUTO BODY	284.00
Check	09/18/2017	305429	Accounts Payable	JACOBSON SUPPLY, LLC	3,415.67
Check	09/18/2017	305430	Accounts Payable	JORDAN CREEK CAR WASH	88.00
Check	09/18/2017	305431	Accounts Payable	KABEL BUSINESS SERVICES	846.00
Check	09/18/2017	305432	Accounts Payable	KALDENBERG'S PBS LANDSCAPING	10,563.96
Check	09/18/2017	305433	Accounts Payable	KEYSTONE LABORATORIES INC	88.00
Check	09/18/2017	305434	Accounts Payable	KJW DIVERSIFIED SERVICES	7,000.00
Check	09/18/2017	305435	Accounts Payable	KLIMOWSKI, JARED	90.00
Check	09/18/2017	305436	Accounts Payable	KNUDSEN, MAYA	100.00
Check	09/18/2017	305437	Accounts Payable	LAFLEUR, JACKSON	100.00
Check	09/18/2017	305438	Accounts Payable	LAMFERS, JANE	40.00
Check	09/18/2017	305439	Accounts Payable	LARSON, ANDREA	577.80
Check	09/18/2017	305440	Accounts Payable	LEXISNEXIS	392.00
Check	09/18/2017	305441	Accounts Payable	LOUNSBURY SAND & GRAVEL	45.93
Check	09/18/2017	305442	Accounts Payable	LOWE'S HOME CENTER, INC.	734.48
Check	09/18/2017	305443	Accounts Payable	M&M COMMERCIAL CLEANING	900.00
Check	09/18/2017	305444	Accounts Payable	MAY, JONATHAN	50.00
Check	09/18/2017	305445	Accounts Payable	MCGREGGER CORPORATION	22,643.38

City of West Des Moines
City Council Report
 Bank Account: WB VENDOR DISB - WB Vendor Disbursement
 Batch Date: 09/18/2017

Type	Date	Number	Source	Payee Name	Transaction Amount
Check	09/18/2017	305446	Accounts Payable	MERCY WEST PHARMACY	1,508.90
Check	09/18/2017	305447	Accounts Payable	MIDAMERICAN ENERGY	2,666.70
Check	09/18/2017	305448	Accounts Payable	MIDWEST SAFETY COUNSELORS,INC	190.00
Check	09/18/2017	305449	Accounts Payable	MOORE , NICHOLAS	15.00
Check	09/18/2017	305450	Accounts Payable	MTI DISTRIBUTING, INC.	599.80
Check	09/18/2017	305451	Accounts Payable	NCS INTERNATIONAL	165.85
Check	09/18/2017	305452	Accounts Payable	NESTINGEN INC	17,030.00
Check	09/18/2017	305453	Accounts Payable	NORTHERN TOOL & EQUIPMENT	19.99
Check	09/18/2017	305454	Accounts Payable	ONE IOWA	500.00
Check	09/18/2017	305455	Accounts Payable	PALMER GROUP	4,744.80
Check	09/18/2017	305456	Accounts Payable	PARKER , SANTONIUS	182.00
Check	09/18/2017	305457	Accounts Payable	PER MAR SECURITY	1,249.52
Check	09/18/2017	305458	Accounts Payable	PHILLIPS 66 CO	41.87
Check	09/18/2017	305459	Accounts Payable	PINK , HANNAH	100.00
Check	09/18/2017	305460	Accounts Payable	POLK COUNTY RECORDER	793.00
Check	09/18/2017	305461	Accounts Payable	Q3 CONTRACTING INC	39,366.29
Check	09/18/2017	305462	Accounts Payable	QUALITY STRIPING	86,519.35
Check	09/18/2017	305463	Accounts Payable	QUESTCDN.COM	540.00
Check	09/18/2017	305464	Accounts Payable	RACCOON VALLEY CONTRACTORS LLC	180,865.32
Check	09/18/2017	305465	Accounts Payable	RAHE , ALAN	104.00
Check	09/18/2017	305466	Accounts Payable	RESERVE ACCOUNT	4,000.00
Check	09/18/2017	305467	Accounts Payable	REXCO EQUIPMENT INC	4,800.00
Check	09/18/2017	305468	Accounts Payable	RHYTHM ENGINEERING, LLC	543,355.00
Check	09/18/2017	305469	Accounts Payable	ROBERT HALF TECHNOLOGY	3,720.00
Check	09/18/2017	305470	Accounts Payable	ROY'S TOWING AND RECOVERY	350.00
Check	09/18/2017	305471	Accounts Payable	SCHILDBERG CONSTRUCTION CO	7,604.64
Check	09/18/2017	305472	Accounts Payable	SECRETARY OF STATE	30.00
Check	09/18/2017	305473	Accounts Payable	SKOLD DOOR & FLOOR CO.	164.50
Check	09/18/2017	305474	Accounts Payable	SM HENTGES & SONS INC	135,858.69
Check	09/18/2017	305475	Accounts Payable	SPECIALTY GRAPHICS INC	967.00
Check	09/18/2017	305476	Accounts Payable	SPRINT	49.34
Check	09/18/2017	305477	Accounts Payable	SPS VAR, LLC	1,185.00
Check	09/18/2017	305478	Accounts Payable	STATE HYGIENIC LAB	19.50
Check	09/18/2017	305479	Accounts Payable	STATE STEEL SUPPLY CO.	498.50
Check	09/18/2017	305480	Accounts Payable	STEW HANSEN'S DODGE CITY, INC	342.53

City of West Des Moines
City Council Report
 Bank Account: WB VENDOR DISB - WB Vendor Disbursement
 Batch Date: 09/18/2017

Type	Date	Number	Source	Payee Name	Transaction Amount
Check	09/18/2017	305481	Accounts Payable	STRAND , JERRY	128.00
Check	09/18/2017	305482	Accounts Payable	T&T SPRINKLER SERVICE, INC	1,801.86
Check	09/18/2017	305483	Accounts Payable	TAP PUBLISHING	864.60
Check	09/18/2017	305484	Accounts Payable	TBL VENTURES LLC	3,000.00
Check	09/18/2017	305485	Accounts Payable	TG INDUSTRIES INC	10,481.16
Check	09/18/2017	305486	Accounts Payable	THE CONCRETE COMPANY INC	59,145.10
Check	09/18/2017	305487	Accounts Payable	THE SHOPPER	43.80
Check	09/18/2017	305488	Accounts Payable	TINKEY , DUANE	461.00
Check	09/18/2017	305489	Accounts Payable	TITAN MACHINERY	2,255.70
Check	09/18/2017	305490	Accounts Payable	TRIZETTO PROVIDER SOLUTIONS	350.36
Check	09/18/2017	305491	Accounts Payable	TRUE VALUE & V&S VARIETY STORE	60.96
Check	09/18/2017	305492	Accounts Payable	TYMA , MORGAN	100.00
Check	09/18/2017	305493	Accounts Payable	UNIFIED CONTRACTING SERVICES	1,618.67
Check	09/18/2017	305494	Accounts Payable	UNIFIED CONTRACTORS INC	96,871.50
Check	09/18/2017	305495	Accounts Payable	UNITED HEALTHCARE COMMUNITY PLAN	122.13
Check	09/18/2017	305496	Accounts Payable	UNITED SEEDS	2,030.00
Check	09/18/2017	305497	Accounts Payable	UNITYPOINT CLINIC	407.00
Check	09/18/2017	305498	Accounts Payable	UNITYPOINT HEALTH	45.00
Check	09/18/2017	305499	Accounts Payable	VANWALL EQUIPMENT	2,249.04
Check	09/18/2017	305500	Accounts Payable	VISION SERVICE PLAN	617.31
Check	09/18/2017	305501	Accounts Payable	WEST DES MOINES COMM SCHOOLS (TRANSPORTATION)	690.88
Check	09/18/2017	305502	Accounts Payable	WEST DES MOINES COMM SCHOOLS - FACILITIES	70.70
Check	09/18/2017	305503	Accounts Payable	WEST DES MOINES WATER WORKS	84.15
Check	09/18/2017	305504	Accounts Payable	WEX BANK	554.78
Check	09/18/2017	305505	Accounts Payable	BOWEN , GARY	14,740.00
Check	09/18/2017	305506	Accounts Payable	BECK , KATHY A	58,650.00
Check	09/18/2017	305507	Accounts Payable	POLK COUNTY TREASURER	60.00
Check	09/18/2017	305508	Accounts Payable	POLK COUNTY TREASURER	4.00
Check	09/18/2017	305509	Accounts Payable	SWEENEY , KEITH M	32,700.00
Check	09/18/2017	305510	Accounts Payable	DMACC	15.00
EFT	09/18/2017	1033	Accounts Payable	ARNOLD MOTOR SUPPLY,LLP	3,002.35
EFT	09/18/2017	1034	Accounts Payable	BAUER BUILT	3,788.20
EFT	09/18/2017	1035	Accounts Payable	CENTERPOINT ENERGY SVCS RETAIL	2,964.52

City of West Des Moines
City Council Report
 Bank Account: WB VENDOR DISB - WB Vendor Disbursement
 Batch Date: 09/18/2017

Type	Date	Number	Source	Payee Name	Transaction Amount
EFT	09/18/2017	1036	Accounts Payable	CITY OF CLIVE	2,623.53
EFT	09/18/2017	1037	Accounts Payable	CLAUDIA HENNING	6,685.00
EFT	09/18/2017	1038	Accounts Payable	EMC RISK SERVICES	6,669.97
EFT	09/18/2017	1039	Accounts Payable	EXCEL MECHANICAL INC	13,395.25
EFT	09/18/2017	1040	Accounts Payable	FBG SERVICE CORPORATION	2,798.00
EFT	09/18/2017	1041	Accounts Payable	FOTH INFRASTRUCTURE & ENVIRONMENT	56,288.72
EFT	09/18/2017	1042	Accounts Payable	HYDRO KLEAN INC	2,269.65
EFT	09/18/2017	1043	Accounts Payable	KECK INC	6,376.15
EFT	09/18/2017	1044	Accounts Payable	KELTEK INC	5,544.89
EFT	09/18/2017	1045	Accounts Payable	KILCOLLINS, GARY	181.57
EFT	09/18/2017	1046	Accounts Payable	MANKLE, BRUCE	188.86
EFT	09/18/2017	1047	Accounts Payable	MCANINCH CORP & AFFILIATES	122,561.11
EFT	09/18/2017	1048	Accounts Payable	MCCLURE ENGINEERING COMPANY	38,770.75
EFT	09/18/2017	1049	Accounts Payable	MCCUBBIN, COURTNEY	104.00
EFT	09/18/2017	1050	Accounts Payable	MID IOWA PETROLEUM SVCS.INC	389.36
EFT	09/18/2017	1051	Accounts Payable	MIDWEST WHEEL	2,398.27
EFT	09/18/2017	1052	Accounts Payable	MOBOTREX INC	612.00
EFT	09/18/2017	1053	Accounts Payable	MUNICIPAL EMERGENCY SERVICES	2,857.25
EFT	09/18/2017	1054	Accounts Payable	ONENECK IT SOLUTIONS LLC	37,496.87
EFT	09/18/2017	1055	Accounts Payable	RELIABLE MAINTENANCE	46,570.20
EFT	09/18/2017	1056	Accounts Payable	REMOTE ADMIN INC	4,000.00
EFT	09/18/2017	1057	Accounts Payable	SHIELDS, CHARLES	182.00
EFT	09/18/2017	1058	Accounts Payable	SHIVE-HATTERY INC	22,950.55
EFT	09/18/2017	1059	Accounts Payable	SUPERION LLC	12,017.38
EFT	09/18/2017	1060	Accounts Payable	SWINTON, ASHLEE	2,219.00
EFT	09/18/2017	1061	Accounts Payable	TRITECH SOFTWARE SYSTEMS	48,600.00
EFT	09/18/2017	1062	Accounts Payable	TYLER TECHNOLOGIES INC	525.00
EFT	09/18/2017	1063	Accounts Payable	YEAGER, LEMAR	2,413.00
EFT	09/18/2017	1064	Accounts Payable	HODNE, BRET	2,180.76
EFT	09/18/2017	1065	Accounts Payable	RIVAS, WHITNEY	24.08
EFT	09/18/2017	1066	Accounts Payable	VAUGHAN, DANELL	21.72
WB VENDOR DISB WB Vendor Disbursement Totals:					\$3,402,706.41
Transactions: 200					
Checks: 166					\$2,943,036.45

City of West Des Moines
City Council Report
Bank Account: WB VENDOR DISB - WB Vendor Disbursement
Batch Date: 09/18/2017

Type	Date	Number	Source	Payee Name	Transaction Amount
EFTs:		34			\$459,669.96

City of West Des Moines
City Council Report
 Bank Account: WB CONTROLPAY - WB ControlPay
 Batch Date: 09/18/2017

Type	Date	Number	Source	Payee Name	Transaction Amount
Bank Account: WB CONTROLPAY - WB ControlPay					
EFT	09/18/2017	1625	Accounts Payable	ABC ELECTRICAL CONTRACTORS	5,739.86
EFT	09/18/2017	1626	Accounts Payable	ACCO UNLIMITED CORP	419.50
EFT	09/18/2017	1627	Accounts Payable	ADVENTURE LIGHTING	27.67
EFT	09/18/2017	1628	Accounts Payable	ALTEC INDUSTRIES INC	666.00
EFT	09/18/2017	1629	Accounts Payable	ARAMARK UNIFORM SERVICES	1,039.95
EFT	09/18/2017	1630	Accounts Payable	BLACKBURN MANUFACTURING CO	168.37
EFT	09/18/2017	1631	Accounts Payable	CAPITAL SANITARY SUPPLY CO INC	1,094.63
EFT	09/18/2017	1632	Accounts Payable	CARTOGRAPH SYSTEMS INC	62,220.00
EFT	09/18/2017	1633	Accounts Payable	CENTURYLINK	4,754.98
EFT	09/18/2017	1634	Accounts Payable	CORN STATES METAL	290.00
EFT	09/18/2017	1635	Accounts Payable	DES MOINES ASPHALT & PAVING	122,820.75
EFT	09/18/2017	1636	Accounts Payable	DES MOINES REGISTER MEDIA	5,590.98
EFT	09/18/2017	1637	Accounts Payable	DOORS INC	124.00
EFT	09/18/2017	1638	Accounts Payable	ELECTRONIC ENGINEERING	857.45
EFT	09/18/2017	1639	Accounts Payable	EMPLOYEE & FAMILY RESOURCES	1,982.40
EFT	09/18/2017	1640	Accounts Payable	FELD FIRE	477.07
EFT	09/18/2017	1641	Accounts Payable	FERGUSON ENTERPRISES INC 226	680.56
EFT	09/18/2017	1642	Accounts Payable	G&L CLOTHING	546.43
EFT	09/18/2017	1643	Accounts Payable	GOLDEN VALLEY HARDSCAPES	3,105.00
EFT	09/18/2017	1644	Accounts Payable	HOTSY CLEANING SYSTEMS INC	278.14
EFT	09/18/2017	1645	Accounts Payable	HOWARD R GREEN CO	54,304.44
EFT	09/18/2017	1646	Accounts Payable	IMAGETEK INC	7,871.25
EFT	09/18/2017	1647	Accounts Payable	INLAND TRUCK PARTS	6,357.40
EFT	09/18/2017	1648	Accounts Payable	INTERFLEET INC	1,798.00
EFT	09/18/2017	1649	Accounts Payable	INTERSTATE ALL BATTERY CENTER	353.25
EFT	09/18/2017	1650	Accounts Payable	IPSWITCH, INC	7,256.70
EFT	09/18/2017	1651	Accounts Payable	JERICO SERVICES	8,400.00
EFT	09/18/2017	1652	Accounts Payable	JOHNSTONE SUPPLY	93.36
EFT	09/18/2017	1653	Accounts Payable	KOCH BROTHERS INC	99.00
EFT	09/18/2017	1654	Accounts Payable	LEXISNEXIS RISK SOLUTIONS	50.00
EFT	09/18/2017	1655	Accounts Payable	LOGAN SYSTEMS INC	14,944.00
EFT	09/18/2017	1656	Accounts Payable	LOGAN CONTRACTORS SUPPLY, INC	74.71
EFT	09/18/2017	1657	Accounts Payable	MENARDS	88.08
EFT	09/18/2017	1658	Accounts Payable	METHODIST OCCUPATIONAL HEALTH	4,839.00

City of West Des Moines
City Council Report
 Bank Account: WB CONTROLPAY - WB ControlPay
 Batch Date: 09/18/2017

Type	Date	Number	Source	Payee Name	Transaction Amount
EFT	09/18/2017	1659	Accounts Payable	METRO WASTE AUTHORITY	162,204.05
EFT	09/18/2017	1660	Accounts Payable	O'HALLORAN INTERNATIONAL INC	510.68
EFT	09/18/2017	1661	Accounts Payable	O'KEEFE ELEVATOR COMPANY INC	188.00
EFT	09/18/2017	1662	Accounts Payable	O'REILLY AUTOMOTIVE INC	125.23
EFT	09/18/2017	1663	Accounts Payable	PAY-LESS OFFICE PRODUCTS INC	4,008.05
EFT	09/18/2017	1664	Accounts Payable	PRAXAIR	859.73
EFT	09/18/2017	1665	Accounts Payable	PREFERRED PEST CONTROL	1,251.50
EFT	09/18/2017	1666	Accounts Payable	PREMIER A & B SERVICES	3,731.96
EFT	09/18/2017	1667	Accounts Payable	RELIABLE PROPERTY SERVICES	2,229.14
EFT	09/18/2017	1668	Accounts Payable	SECURITY EQUIPMENT INC	5,262.72
EFT	09/18/2017	1669	Accounts Payable	SHUCK-BRITSON INC	12,300.00
EFT	09/18/2017	1670	Accounts Payable	SITEONE LANDSCAPE SUPPLY LLC	75.36
EFT	09/18/2017	1671	Accounts Payable	SPRAYER SPECIALTIES INC	120.85
EFT	09/18/2017	1672	Accounts Payable	STIVERS FORD (CONTROL PAY)	2,719.76
EFT	09/18/2017	1673	Accounts Payable	STRAUSS SAFE AND LOCK CO	135.00
EFT	09/18/2017	1674	Accounts Payable	THE VERNON COMPANY	179.25
EFT	09/18/2017	1675	Accounts Payable	TRANS IOWA EQUIPMENT CO	180.56
EFT	09/18/2017	1676	Accounts Payable	WASTE MANAGEMENT OF IOWA	60.00
EFT	09/18/2017	1677	Accounts Payable	ZOLL MEDICAL	360.00
WB CONTROLPAY WB ControlPay Totals:					\$515,914.77
EFTs:		53			\$515,914.77
					Transactions: 53

Payment Register

From Payment Date: 8/22/2017 - To Payment Date: 10/1/2017

Number	Date	Status	Source	Payee Name	Amount
11	09/01/2017	Reconciled	Accounts Payable	WEST BANK	\$11,416.71
54	08/31/2017	Reconciled	Accounts Payable	KABEL BUSINESS SERVICES	\$6,223.77
61	08/25/2017	Reconciled	Accounts Payable	KABEL BUSINESS SERVICES	\$6,862.77
65	09/12/2017	Open	Accounts Payable	KABEL BUSINESS SERVICES	\$4,549.21
982	09/15/2017	Reconciled	Accounts Payable	WELLMARK BLUE CROSS	\$31,122.78
983	08/22/2017	Reconciled	Accounts Payable	WELLMARK BLUE CROSS	\$183,158.61
988	08/29/2017	Reconciled	Accounts Payable	BANKERS TRUST	\$250.00
989	08/29/2017	Reconciled	Accounts Payable	BANKERS TRUST	\$250.00
990	08/29/2017	Reconciled	Accounts Payable	BANKERS TRUST	\$250.00
991	08/29/2017	Reconciled	Accounts Payable	BANKERS TRUST	\$250.00
992	08/29/2017	Reconciled	Accounts Payable	BANKERS TRUST	\$250.00
993	08/29/2017	Reconciled	Accounts Payable	BANKERS TRUST	\$1,000.00
1025	09/19/2017	Open	Accounts Payable	SMITH, ELLEN	\$83.12
1617	09/19/2017	Open	Accounts Payable	BAKER AND TAYLOR	\$20,873.85
1618	09/19/2017	Open	Accounts Payable	CAPITAL SANITARY SUPPLY CO INC	\$315.12
1619	09/19/2017	Open	Accounts Payable	DEMCO INC	\$3,558.12
1620	09/19/2017	Open	Accounts Payable	ELECTRONIC ENGINEERING	\$11.95
1621	09/19/2017	Open	Accounts Payable	PAY-LESS OFFICE PRODUCTS INC	\$3,541.50
1622	09/19/2017	Open	Accounts Payable	PITNEY BOWES	\$135.00
1623	09/19/2017	Open	Accounts Payable	SCHOLASTIC LIBRARY PUBLISHING	\$152.10
305333	09/07/2017	Open	Accounts Payable	KALDENBERG'S PBS LANDSCAPING	\$3,406.34
305334	09/19/2017	Open	Accounts Payable	CITY OF ALTOONA	\$18.49
305335	09/19/2017	Open	Accounts Payable	ENVISIONWARE INC	\$1,000.00
305336	09/19/2017	Open	Accounts Payable	INGRAM LIBRARY SERVICES	\$366.56
305337	09/19/2017	Open	Accounts Payable	KENNY AND GYL CO	\$147.80
305338	09/19/2017	Open	Accounts Payable	MIDWEST TAPE LLC	\$4,517.61
305339	09/19/2017	Open	Accounts Payable	MOTION PICTURE LICENSING CORPORATION	\$244.49
305340	09/19/2017	Open	Accounts Payable	SECRETARY OF STATE	\$30.00
305341	09/19/2017	Open	Accounts Payable	STATE LIBRARY OF IOWA	\$20.00
305342	09/19/2017	Open	Accounts Payable	UNIQUE MANAGEMENT SERVICES INC	\$187.95
305343	09/19/2017	Open	Accounts Payable	VAN HAECKE, KIMBERLY	\$350.00
305344	09/19/2017	Open	Accounts Payable	VALUE LINE PUBLISHING LLC	\$8,300.00
					<u>\$292,843.85</u>

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

ITEM: Approval of Liquor Licenses

DATE: September 18, 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. Apple Corps, L.P., d/b/a Applebee's Neighborhood Grill & Bar, 6190 Mills Civic Parkway - Class LC Liquor License with Sunday Sales - Renewal
2. Thawee Wathana, LLC, d/b/a BananaLeaf Asian Bistro, 5515 Mills Civic Parkway, Suite #140 - Class LC Liquor License with Sunday Sales - Renewal
3. CEC Entertainment, Inc. d/b/a Chuck E. Cheese's #958, 1431 22nd Street - Class BB Permit with Sunday Sales - Renewal
4. Des Moines Golf and Country Club d/b/a Des Moines Golf and Country Club, 1600 Jordan Creek Parkway - Class LC Liquor License with Carryout Wine, Sunday Sales, and Outdoor Service Privileges - Renewal
5. Ingersoll Liquor & Beverage Co., d/b/a Ingersoll Wine Merchants, 1300 50th Street - Class LE Liquor License with Carryout Wine, Carryout Beer, and Sunday Sales - Renewal
6. KRG JCS, LLC d/b/a Joe's Crab Shack #10739, 130 South Jordan Creek Parkway - Class LC Liquor License with Sunday Sales and Outdoor Service - New
7. Justice League of Food d/b/a The Kitchen, 111 South 11th Street - 5-Day Class BB Beer Permit with Outdoor Service for Thrive Church Food Truck 5K - September 30, 2017
8. Parenting Way, Inc. d/b/a Parenting Way, Inc. - Five-Day Class B Beer Permit with Outdoor Service for Concert Event (Jammin' in the Junction) in the 400 Block of Railroad Place, October 7, 2017
9. InterMountain Management, LLC d/b/a TownePlace Suites, 125 South 68th Street - Class LB 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 *R.T.J.*

STAFF REVIEWS

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

CITY OF WEST DES MOINES CITY COUNCIL MEETING COMMUNICATION

DATE: September 18, 2017

ITEM: Motion – Approval of Professional Services Agreement – Raccoon River Park Boathouse, Schematic Design

FINANCIAL IMPACT: Expense of \$26,650 including reimbursable expenses to be paid from G/L account 500.000.000.5250.490. Funding will be covered out of available funds in the FY 17-18 CIP from the Project Planning 'Game Changer Planning Refinement' (Project No. 0510 095 2017).

BACKGROUND: The Council is asked to approve an agreement with OPN Architects for Schematic Design Services related to a new boathouse facility at Raccoon River Park. The project is part of the City's "Game Changer/5-Waters Recreation Area" project list.

The services will include a study of up to 3 site locations at Raccoon River Park to determine the best location for a new boathouse facility, collaboration with City staff to determine building program, and preparation of preliminary estimate of costs. The services will include preparation of presentation plans to be utilized by staff to communicate to Council, the public and to potential donors for the project.

The agreement with OPN Architects is attached along with their proposal, scope of work, and schedule. OPN Architects was selected for this project due to their past experience on other City projects and experience in this type of work. The City retains professional consultants based on their past work experience, qualifications, and availability. City staff attempts to distribute professional services on an equitable basis to qualified firms maintaining local metropolitan area offices who have expressed interest in working for the City of West Des Moines.

OUTSTANDING ISSUES: None

RECOMMENDATION: That the City Council approve the agreement with Reynolds Urban Design.

Lead Staff Member: David Sadler, Superintendent of Parks *DS*

STAFF REVIEWS

Department Director	Sally Ortgies, Director of Parks & Recreation <i>DS for SO</i>
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

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This Agreement is made and entered into this 18th day of September, 2017, by and between the CITY OF WEST DES MOINES, a municipal corporation, hereinafter referred to as "City", and OPN Architects, Inc, (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 Raccoon River Park Boathouse (Project #0510 095 2017), 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.

I. Design Services	\$26,650.00
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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: Ryan T. Jacobson, City Clerk
 Address: 4200 Mills Civic Parkway
 City, State: West Des Moines, IA 50265-0320

FOR THE CONSULTANT:

Name: OPN Architects
 Attn: Rick Seely
 Address: 100 Court Avenue, Suite 100
 City, State: Des Moines, IA 50309

6. GENERAL COMPLIANCE

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

7. STANDARD OF CARE

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

8. INDEPENDENT CONTRACTOR

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

9. NON-DISCRIMINATION

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

10. HOLD HARMLESS

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

11. ASSIGNMENT

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

12. APPROPRIATION OF FUNDS

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

13. AUTHORIZED AMENDMENTS TO AGREEMENT

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

14. OWNERSHIP OF CONSULTING DOCUMENTS

All sketches, tracings, plans, specifications, reports, and other data prepared under this Agreement shall become the property of the City; a reproducible set shall be delivered to the City at no additional cost to the City upon completion of the plans or termination of the services of the Consultant. All

drawings and data shall be transmitted in a durable material, with electronic files provided when feasible to do so. The Consultant's liability for use of the sketches, tracings, plans, specifications, reports, and other data prepared under this Agreement shall be limited to the Project.

15. INTERPRETATION

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

16. COMPLIANCE WITH FEDERAL LAW

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

17. SOLICITATION AND PERFORMANCE

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

18. SUSPENSION AND TERMINATION OF AGREEMENT

- A. The right is reserved by the City to suspend this Agreement at any time. Such suspension may be effected by the City giving written notice to the Consultant, and shall be effective as of the date established in the suspension notice. Payment for Consultant's services shall be made by the City for services performed to the date established in the suspension notice. Should the City reinstate the work after notice of suspension, such reinstatement may be accomplished by thirty (30) days written notice within a period of six (6) months after such suspension, unless this period is extended by written consent of the Consultant.
- B. Upon ten (10) days written notice to the Consultant, the City may terminate the Agreement at any time if it is found that reasons beyond the control of either the City or Consultant make it impossible or against the City's interest to complete the Agreement. In such case, the Consultant shall have no claims against the City except for the value of the work performed up to the date the Agreement is terminated.
- C. The City may also terminate this Agreement at any time if it is found that the Consultant has violated any material term or condition of this Agreement or that Consultant has failed to maintain workers' compensation insurance or other insurance provided for in this Agreement. In the event of such default by the Consultant, the City may give ten (10) days written notice to the Consultant of the City's intent to terminate the Agreement. Consultant shall have ten (10) days from notification to remedy the conditions constituting the default.
- D. In the event that this Agreement is terminated in accordance with paragraph C of this section, the City may take possession of any work and may complete any work by whatever means the City may select. The cost of completing said work shall be deducted from the balance which would have been due to the Consultant had the Agreement not been terminated and work completed in accordance with contract documents.

E. The Consultant may terminate this Agreement if it is found that the City has violated any material term or condition of this Agreement. In the event of such default by the City, the Consultant shall give ten (10) days written notice to the City of the Consultant's intent to terminate the Agreement. City shall have ten (10) days from notification to remedy the conditions constituting the default.

19. TAXES

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

20. SEVERABILITY

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

21. MISCELLANEOUS HEADINGS

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

22. FURTHER ASSURANCES

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

23. COUNTERPARTS

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

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

CONSULTANT

CITY OF WEST DES MOINES

BY: _____

BY: _____
Ryan T. Jacobson, City Clerk

ATTACHMENT A

SCOPE OF SERVICES

Outlined within Proposal/Agreement letter dated September 6th, 2017

PROJECT SCHEDULE

Begin design immediately. Anticipate completion by November of 2017.

SCHEDULE OF FEES

\$26,650 Total Fee + Expenses

Further outlined within Proposal/Agreement letter dated September 6th, 2017



Cedar Rapids

200 Fifth Avenue SE Ste. 201
Cedar Rapids, Iowa 52401
(319) 363-6018

Des Moines

100 Court Avenue Ste. 100
Des Moines, Iowa 50309
(515) 309-0722

Iowa City

24 ½ S. Clinton Street
Iowa City, Iowa 52240
(319) 363-6018

Madison

301 N. Broom Street Ste. 100
Madison, Wisconsin 53703
(608) 819-0260

opnarchitects.com

September 6th, 2017

Mr. Kevin Conn, ASLA

City of West Des Moines Parks & Recreation Department
4200 Mills Civic Parkway, PO Box 65320
West Des Moines, IA 50265

RE: Raccoon River Park Boathouse, West Des Moines

Kevin:

We appreciate the opportunity to offer a proposal for Schematic Design Services on a new boathouse facility at Raccoon River Park. Our initial visit was extremely helpful in understanding the potential opportunities as well as challenges for this project, and we look forward to working together with your team.

Project Understanding:

1. Study up to 3 site locations in the park to determine the best location for the new boathouse facility and its components.
2. Determine and evaluate a building program in collaboration with Owner's team that will fit within the bounds of this project scope.
3. Prepare preliminary estimate of probable project cost and summarize in a final report presentation.

Project Assumptions:

1. \$2,000,000 Construction Cost. Modest parking improvements in support of building are assumed included. Expanded Masterplan Parking likely can be considered with additional funding.
2. No Site Survey required for Schematic Design of this project. Conceptual, civil and utilities scope shall be included in the design.
3. Detailed study of connections to existing Masterplan Trail Network is not included in proposal.
4. (1) Site visit.
5. (3) Meetings: Programming, 50% Update, and Final Presentation.



Services Provided:

Pre-Design Services:

- Visit the project site to review and document existing fundamental conditions of site, lake levels, access, and utilities.
- Consult user groups, local experts, current park structures and research precedent projects to help inform final design.
- Prepare a Design Intent document with the Owner and occupants to confirm expectations and Scope of Work.

Design Services:

- Prepare preliminary Schematic Design solution and meet with the Owner to review preliminary design solutions and discuss options.
- Consult with landscape architect to evaluate and determine site selection, access, and site plan.
- Prepare conceptual MEP component description as determined by program.
- Finalize preferred Conceptual Program, document in presentation plans and with schematic low-resolution model. Elevations, plans, and multiple exterior views can be prepared as necessary from schematic model. (2) high-resolution rendered perspectives will be included.
- Prepare an Opinion of Probable Cost for construction.

Proposal Summary:

Schedule: The OPN and Confluence team is prepared to begin the design immediately. We anticipate completion by November of 2017.

Compensation: Professional fees to complete design and construction services as outlined for each scope of services of this proposal will be a stipulated sum as follows:

Primary Project Scope

A. Basic Services:

Architectural Services – OPN Architects

Pre-Design and Schematic Design	\$ 14,200
(2) High-Resolution Perspectives	\$ 2,000



Landscape Architectural Services

Site Selection	\$ 2,250
Schematic Design and Water Level Study	\$ 4,000
Parking Expansion Study	\$ 2,000

Cost Estimation Services

100% Schematic Design	\$ 2,000
-----------------------	----------

B. Resident Services:

Professional Fee	\$ 26,450
Estimated Reimbursable Expenses	\$ 200
Total Fee + Expenses	\$ 26,650

Additional Services:

Should more developed renderings or models be desired beyond what is provided above, we offer the following Additional Services for your consideration:

A. High-Resolution Promotional Graphics/Models:

Rendering/Graphics Services – OPN Architects	
Per Additional High-Resolution Rendering	\$ 1,000
Physical Model – OPN Architects	
3D printing and laser cutting	\$ 3,600 – 5,500

Services for High-Resolution Promotional Graphics include coordinating graphics and imagery with the landscape architecture team. Finalizing and composing in multiple formats to meet owner requirements.

Reimbursable expenses include: authorized travel, courier services, express mail, plan review fees, reproduction of project documents, photography, out-of-house digital processing, and mileage.

OPN will invoice monthly based on a percentage of work completed-to-date. Payment is due to the Architect within (30) days from the date of invoice.

Contract will be City of West Des Moines - AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES [v.2017]



Again, we thank you as well as the City of West Des Moines Parks and Recreation Department for offering us the opportunity to present our proposal. The impacts of this project will undoubtedly better serve your staff and the community.

If you find you have any questions or desire additional information, please do not hesitate to call. Should you find our proposal acceptable, I would welcome the opportunity to schedule a start date and formalize our agreement.

We thank you for considering OPN Architects and I look forward to your response.

OPN ARCHITECTS, INC.

A handwritten signature in black ink, appearing to read 'Rick Seely', is written over a light gray signature line.

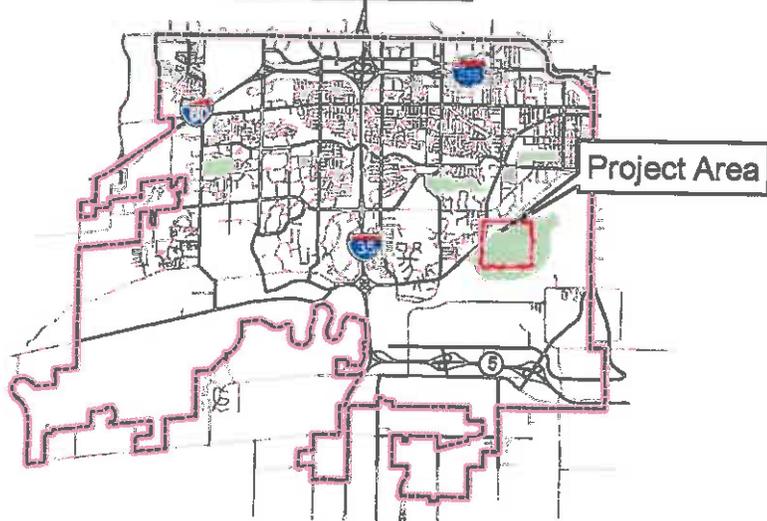
Rick Seely AIA

Principal

CC: Joe Wallace Project Architect



VICINITY MAP



LEGEND

 Project Location

0 300 600
Feet



PROJECT:	RACCOON RIVER PARK BOATHOUSE		
LOCATION:	2500 GRAND AVENUE		
DRAWN BY: MAA	DATE: 9/14/2017	PROJECT NO.: -	SHT. 1 of 1

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

ITEM: Approval of Special Event Lane Closure
and Off-Site Event Parking
Thrive Food Truck 5K - September 30, 2017

DATE: September 18, 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.

Thrive Church is hosting a "Food Truck 5K" on Saturday, September 30, 2017. The primary location will be The Foundry property at 111 South 11th Street, and the 5K route will utilize South 11th Street and the City's trail system in and around Raccoon River Park.

This will requires the temporary closure of the following arterial/collector streets:

- South 11th Street (from Railroad Avenue to Lincoln Street)

The applicant has obtained signatures from businesses in the impacted area.

The Foundry property is regulated by the Foundry PUD that has the following provision for activities or events on the property: *Planned activities/events on the property that are not part of the typical activities of the distillery, beer hall, or commercial kitchen, and which are limited in duration and do not create anticipated significant impacts to nearby property, city property or right-of-way will require the submittal of and be subject to the regulation of Title 9, Zoning, Chapter 16, Temporary Use Permits. Adequate infrastructure, including provision of parking, must be provided on site unless otherwise approved by the City Council.* Although this event is considered a Special Event because the 5K will occur on City property, it will require off-site parking to accommodate the anticipated event attendance, triggering the requirement for specific City Council approval of the off-site parking.

The applicant has obtained approval from two of the property owners to the south of their site to accommodate overflow parking and will have volunteers to coordinate parking and to prevent parking on other properties in the area. There will also be off-duty police officers hired to assist with security for the event.

OUTSTANDING ISSUES (if any): None

RECOMMENDATION: Motion - Approval of Requests made for the Thrive Food Truck 5K

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)

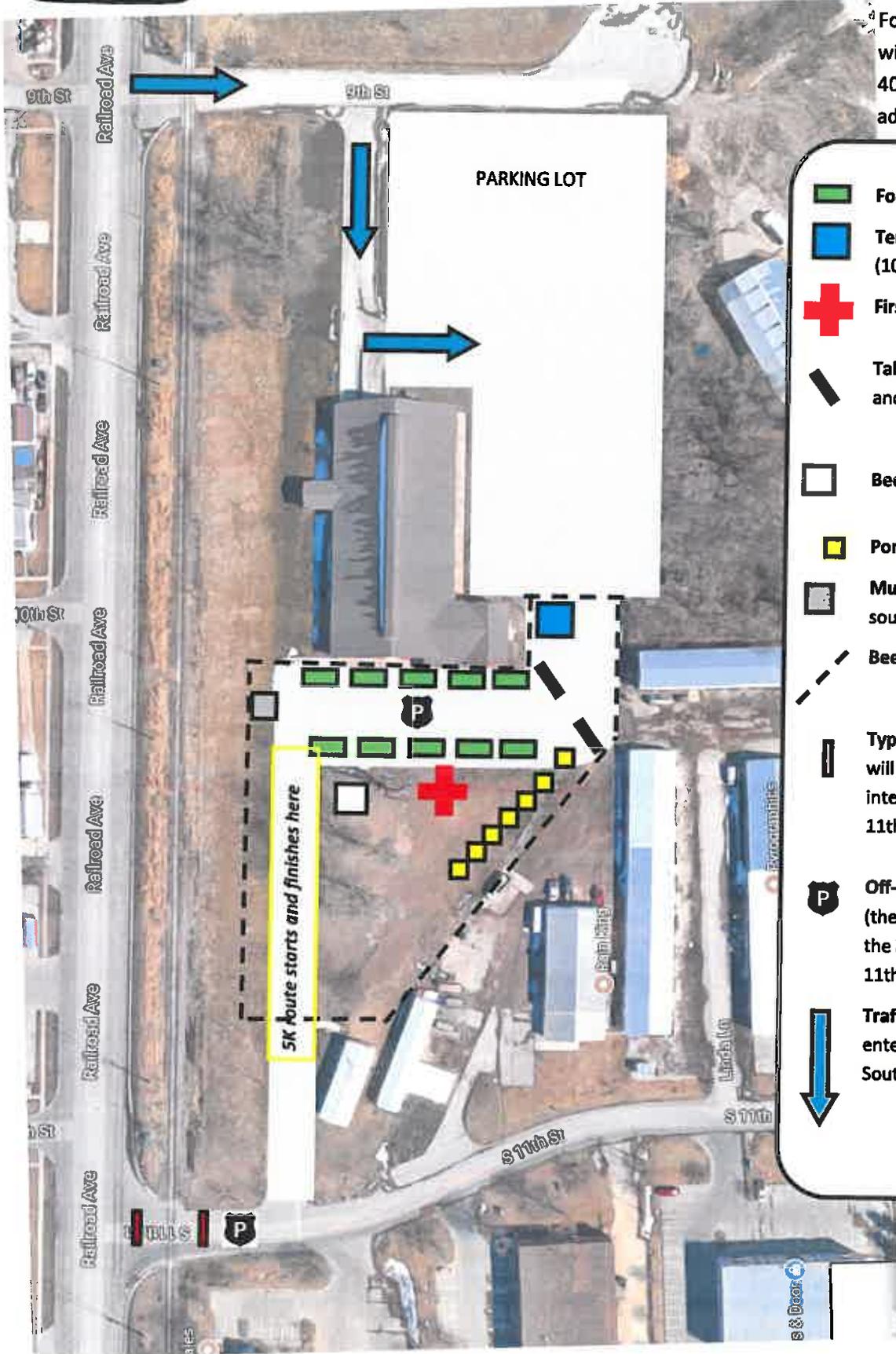
Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	
Date Reviewed	



benefiting Iowa Homeless Youth Centers and hosted by thrive UMC
 at The Foundry Saturday, September 30, 2017



For Sound Permit: Stage will be approximately 400 feet from the nearest adjoining properties

-  Food Trucks
-  Tent for packet pickup (10x10)
-  First Aid
-  Tables (one for beer I.D.s and one for IHYC)
-  Beet tent (12x12)
-  Porta-Potties
-  Music Stage (facing south)
-  Beer-License Boundary
-  Type-I barricades (there will also be one at the intersection of South 11th Street and Lincoln)
-  Off-Duty Police Officers (there will also be one at the intersection of South 11th Street and Lincoln)
-  Traffic flow (cars will enter and exit from South 9th Street)

Updated Aug. 10

Jacobson, Ryan

From: Nicholas Kuhn <nick@justiceleagueoffood.org>
Sent: Wednesday, September 06, 2017 11:21 AM
To: Peter Svec
Cc: Adam Small; Jacobson, Ryan
Subject: Re: Supplemental Parking

Thank you Pete and Linda. Have a great day.

Ryan/Adam - By copy of this email I request that you accept this as written confirmation of consent by Linda and Pete Svec to utilize their property located immediately SW and adjacent to the Foundry for the purposes of overflow parking for the Food Truck 5K.

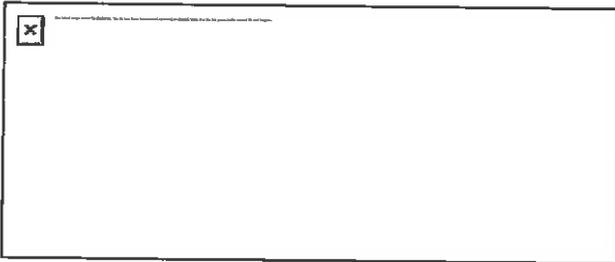
Thank you.

Nick

Nicholas J. Kuhn, Chairman & CEH

P [515.491.7680](tel:515.491.7680)

Nick@justiceleagueoffood.org



111 South 11th St Suite 300, West Des Moines, IA 50265

On Sep 6, 2017, at 10:55 AM, Peter Svec <pjsvec@gmail.com> wrote:

Nicholas, Linda and I do give you permission to use our property on South 11th street for overflow parking for your event on September 30th subject to the condition that any of our tenants overhead doors not be blocked. We are excited about your new venture and are happy to help.

Pete Svec
Motzko Property

Sent from [Mail](#) for Windows 10

From: [Nicholas Kuhn](#)
Sent: Tuesday, September 5, 2017 2:02 PM
To: [Peter Svec](#)
Subject: Re: Supplemental Parking

Jacobson, Ryan

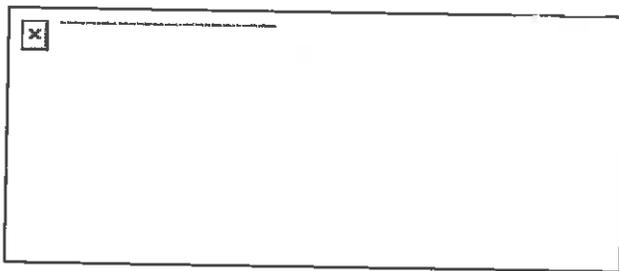
From: Nicholas Kuhn <nick@justiceleagueoffood.org>
Sent: Friday, September 08, 2017 6:44 AM
To: Jacobson, Ryan
Cc: Adam Small; jeremy.poland@thriveumc.org
Subject: Fwd: Overflow Parking

Morning Everybody

Below is the consent from Reid Tamisea for the use of his property for overflow parking for the Food Truck 5K. Please let me know if there is anything else I can do to help.

Nick

Nicholas J. Kuhn, Chairman & CEH
P 515.491.7680
Nick@justiceleagueoffood.org



111 South 11th St Suite 300, West Des Moines, IA 50265

Begin forwarded message:

From: Reid Tamisea <reidtamisea@yahoo.com>
Date: September 7, 2017 at 7:56:46 PM CDT
To: nick@thehalldsm.com
Subject: **Overflow Parking**

Dear Nick Kuhn,

Next Phase Development/West Green Industrial Park is allowing for overflow parking to take place on the SW Corner of our property. Address: 250 South 11th Street, approximately 1-2 Acres of open ground.

This is consent for: The food truck 5K, only. Date: (September 2017)

Any future parking issues will have to be dealt with on a case by case basis, as future development of this area will prohibit land area.

If there are any questions concerning this matter, please call or email me.

Phone: 515-721-9115

Email: reidtamisea@yahoo.com

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

4(f)1

DATE: September 18, 2017

ITEM:

Motion – Approving Change Order #2
2016 Durable Pavement Markings Program

FINANCIAL IMPACT:

Contract Summary:

Description	Amount	Date Approved	Remarks
Construction Contract	\$82,470.00	February 21, 2017	
Change Order 1	\$5,000.00	July 10, 2017	Expansion of project scope
Change Order 2	\$3,603.00	Pending	
Total			

Cost for these change order items will be paid from account no. 500.000.000.5250.490 with the ultimate funding intended to come from Road Use Tax and supplemental funding from Public Services operating budget for the inclusion of durable pavement markings on Mills Civic Parkway from Fuller Road to EP True Parkway.

BACKGROUND:

This project is part of the ongoing program to install durable pavement markings at various locations throughout the City of West Des Moines. The project was designed by George Butler Associates. Quality Striping was awarded a construction contract on February 21, 2017.

Change order #2 adjusts the final quantities of existing pay items in order to work towards closing out the project.

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 #2 for 2016 Durable Pavement Markings Program.

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

STAFF REVIEWS

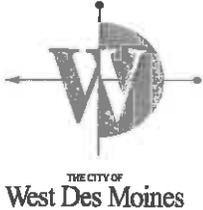
Department Director	Brian J. Hemesath, P.E., Interim City Engineer
Appropriations/Finance	Tim Stiles, Finance Director <i>TS</i>
Legal	Richard Scieszinski, City Attorney <i>JBW</i>
Agenda Acceptance	<i>h</i>

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split



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
 Engineer X
 Contractor X
 Other

Contractor: **Quality Striping, Inc.**
 1704 East Euclid
 Des Moines, IA 50313

Project Title	2016 Durable Pavement Markings Program	
WDM Project File Number	0510-059-2016	
Purchase Order Number	2017-00000495	
Orig. Contract Amount & Date	\$82,470.00	February, 21 2017
Change Order Number	#2	
Date	August 29, 2017	

THE CONTRACT IS CHANGED AS FOLLOWS: Adjustment of quantities

Item	Description	Unit	Unit Price	Quantity Adjustment	Value Adjustment
1	Painted Pavement Markings, Durable - 4" Line	STA.	\$76.00	32.000	\$2,432.00
3	Grooves Cut for Pavement Markings	STA.	\$23.00	38.000	\$874.00
C01.1	Painted Pavement Markings, Durable - 4" Line	STA.	\$76.00	3.000	\$228.00
C01.3	Grooves Cut for Pavement Markings	STA.	\$23.00	3.000	\$69.00
TOTAL					\$3,603.00

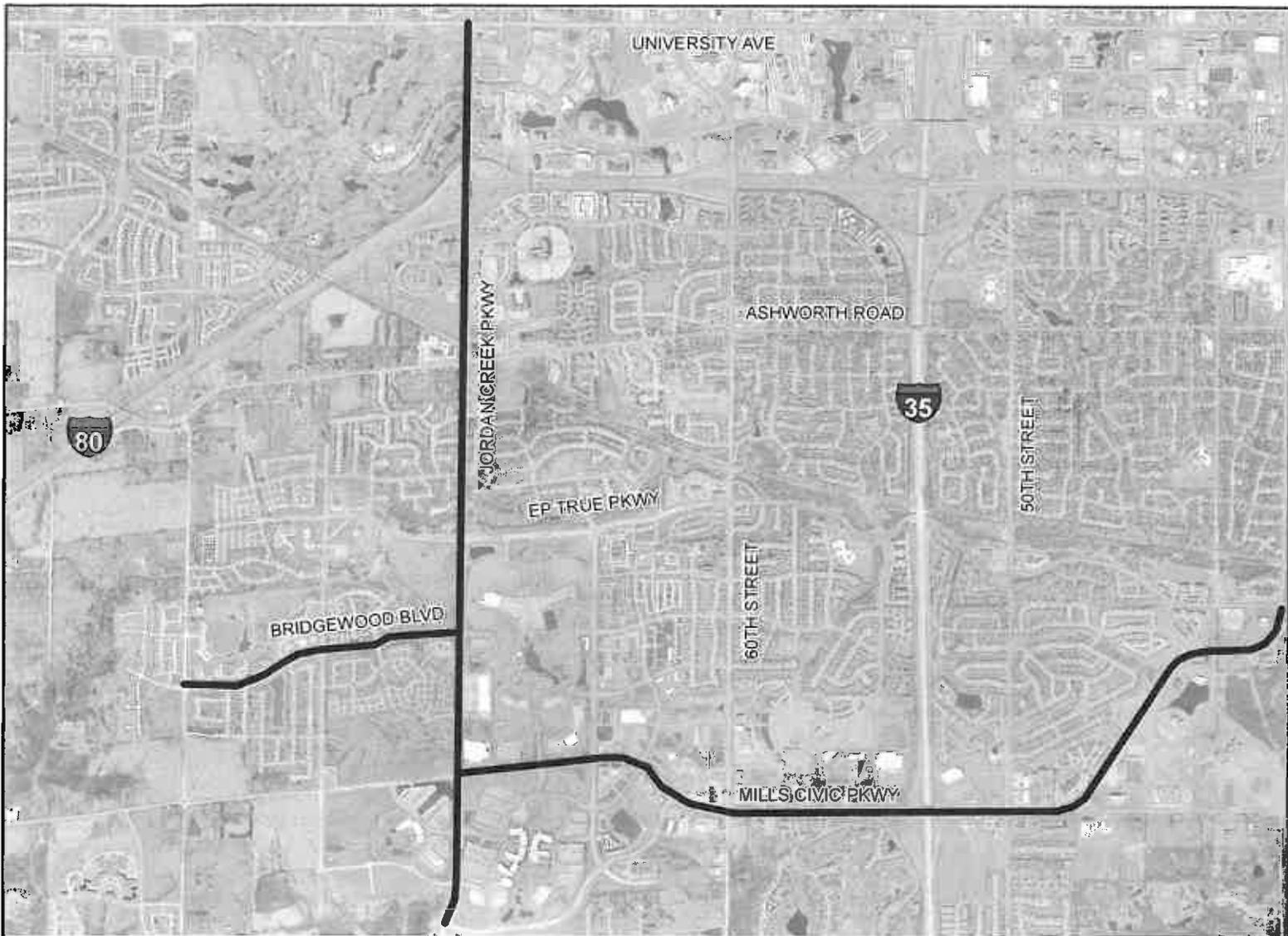
CHANGE ORDER SUMMARY	
The Original Contract Sum was	\$82,470.00
Net Change by previously authorized Change Orders	\$5,000.00
The Contract Sum prior to This Change Order was	\$87,470.00
The Contract Sum will be increased by this Change Order in the amount of	\$3,603.00
The new Contract Sum including this Change Order will be	\$91,073.00
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)	10.43%
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

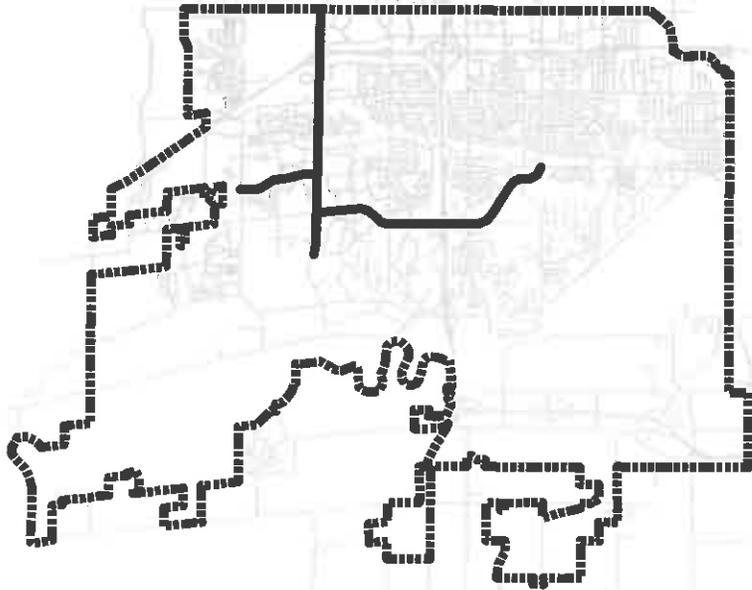
Contractor:	Recommended By:	Checked By:
Signature: <i>JoAnn Daks</i>	GBA	<i>[Signature]</i>
Name: JoAnn Daks	Signature: <i>Robert Kilne</i>	City of West Des Moines
Title: Office Manager	Name: Robert Kilne	Signature: <i>[Signature]</i>
Date: 8-29-17	Title: Senior Engineer	Name: Brian J. Hemesath, P.E.
	Date: 8/29/2017	Title: Interim City Engineer
		Date: 8-29-17

Owner: City of West Des Moines

<input type="checkbox"/> ≤ \$24,999.99 City Engineer (≤ 10% original contract)	X _____	Date _____
<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 _____

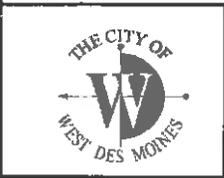


VICINITY MAP



LEGEND

PROJECT LOCATION



PROJECT:	2016 Durable Pavement Markings Program		
LOCATION:	Various Locations		
DRAWN BY: JDR	DATE: 9/12/17	PROJECT: 0510-059-2016	SHT. 1 of 1

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

4(f)2

DATE: September 18, 2017

ITEM:

Motion – Approving Change Order #3
Fox Creek Trunk Sewer Extension (Phase 2)

FINANCIAL IMPACT:

Contract Summary:

Description	Amount	Date Approved	Remarks
Construction Contract	\$1,708,003.00	May 2, 2016	
Change Order 1	(\$5,640.00)	September 19, 2016	Rip-rap adjustment
Change Order 2	\$2,118.50	December 12, 2016	Structure & pipe adjustment
Change Order 3	\$52,483.99	Pending	USACE permit resolution
Total	\$1,756,965.49		

Cost for these change order items will be paid from account no. 640.000.000.5250.490 with the ultimate funding intended to come from Sewer Fee Revenues and an existing cost sharing agreement with the City of Waukee.

BACKGROUND:

The Fox Creek Trunk Sewer Extension (Phase 2) is a continuation of the initial Fox Creek Trunk Sewer project that extends sewer to the intersection of 98th Street & Ashworth Road. Construction of this sewer is part of an existing agreement with the City of Waukee. The project was designed by Veenstra & Kimm. Raccoon Valley Contractors was awarded a construction contract on May 2, 2016. A determination was made by the U.S. Army Corps of Engineers (USACE) during construction that a Section 404 Permit was required for the project. Construction through any perceived wetland areas was halted until final approval was provided. In order for the Contractor to remain onsite and continue work, several temporary measures were included with the project. However, final approval took longer than anticipated and the Contractor left the job site. Ultimately, wetland mitigation was required by the USACE.

Change order #3 includes temporary construction accommodations, remobilization, compensation for decreased production due to equipment availability, and wetland mitigation measures. The project completion date is being extended to October 30, 2017 in order to complete the work.

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 #3 for Fox Creek Trunk Sewer Extension (Phase 2).

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 <i>RS</i>
Agenda Acceptance	

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split



CITY OF WEST DES MOINES

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
 Engr
 Contr
 Other

Contractor: **Raccoon Valley Contractors**
 520 SE Prairie Park Lane
 Waukee, Iowa

Project Title	Fox Creek Trunk Sewer Extension	
WDM Project File Number	0510-005-2015	
Purchase Order Number	2018-00000138	
Orig. Contract Amount & Date	\$1,708,003.00	May 2, 2016
Change Order Number	3	
Date	August 30, 2017	

Based on past project experiences a 404 permit was not required for this project however after construction commenced the Army Corps of Engineers (ACOE) had a different interpretation of the rules so a 404 permit was submitted. Construction of the project was completed last year with the exception of approximately 565 LF within the wetlands area west of Wendover Lane. After receiving the ACOE's determination this spring which required mitigation on two wetlands area, one located east of Wendover Lane and the other just west of Windover Lane, Raccoon Valley Contractors then mobilized back to the site to complete the remaining pipe installation. **CO3.01 & CO3.04:** For the installation and removal of a temporary manhole at Sta 212+30+/-; **CO3.02 & CO3.03:** Cost for contractor and contractor equipment to mobilize back to the construction project in 2017; **CO3.05 & CO3.06:** Cost for a dog-house base section and poured invert to facilitate the pipe connections at MH-115; **CO3.07:** Compensation for decreased production rate using a smaller contractor owned excavator vs. leasing the much larger excavator which was leased for a 4 month period in 2016 to complete the project. **CO3.08:** Contractors 10% profit and 2% bond cost associated with CO3.01 through CO3.08. **CO3.09 to CO3.12:** are four species of trees required for the wetlands mitigation plan. **CO3.13:** Contractors 10% profit and 2% bond cost associated with CO3.09 through CO3.12. **CO3.14:** Extend the project completion date to June 30, 2017.

Item	Description	Unit	Unit Price	Quantity Adjustment	Value Adjustment
CO3.01	Install temporary manhole near Sta 212+30	HR	\$800.00	3.000	\$2,400.00
CO3.02	Remobilization to jobsite	LS	\$6,000.00	1.000	\$6,000.00
CO3.03	Mobilize equipment back to the jobsite	LS	\$3,895.00	1.000	\$3,895.00
CO3.04	Remove temporary manhole installed near Sta. 212+30	HR	\$700.00	2.000	\$1,400.00
CO3.05	Tie-In Manhole MH-115	HR	\$700.00	4.000	\$2,800.00
CO3.06	Pour concrete invert in MH-115	LS	\$300.00	1.000	\$300.00
CO3.07	Compensation for decreased production rate due to availability of excavator	LS	\$20,000.00	1.000	\$20,000.00
CO3.08	Profit (10%) & Bond (2%)	LS	\$4,488.99	1.000	\$4,488.99
CO3.09	Species 1, 5' to 10' height 1" Caliper Tree	EA	\$250.00	10.000	\$2,500.00
CO3.10	Species 2, 5' to 10' height 1" Caliper Tree	EA	\$250.00	10.000	\$2,500.00
CO3.11	Species 3, 5' to 10' height 1" Caliper Tree	EA	\$250.00	10.000	\$2,500.00
CO3.12	Species 4, 5' to 10' height 1" Caliper Tree	EA	\$250.00	10.000	\$2,500.00
CO3.13	Profit (10%) & Bond (2%)	LS	\$1,200.00	1.000	\$1,200.00
CO3.14	Revise the completion date from 11/15/2016 to 10/30/2017	DAYS	N/A	227.000	\$0.00
TOTAL					\$62,483.99

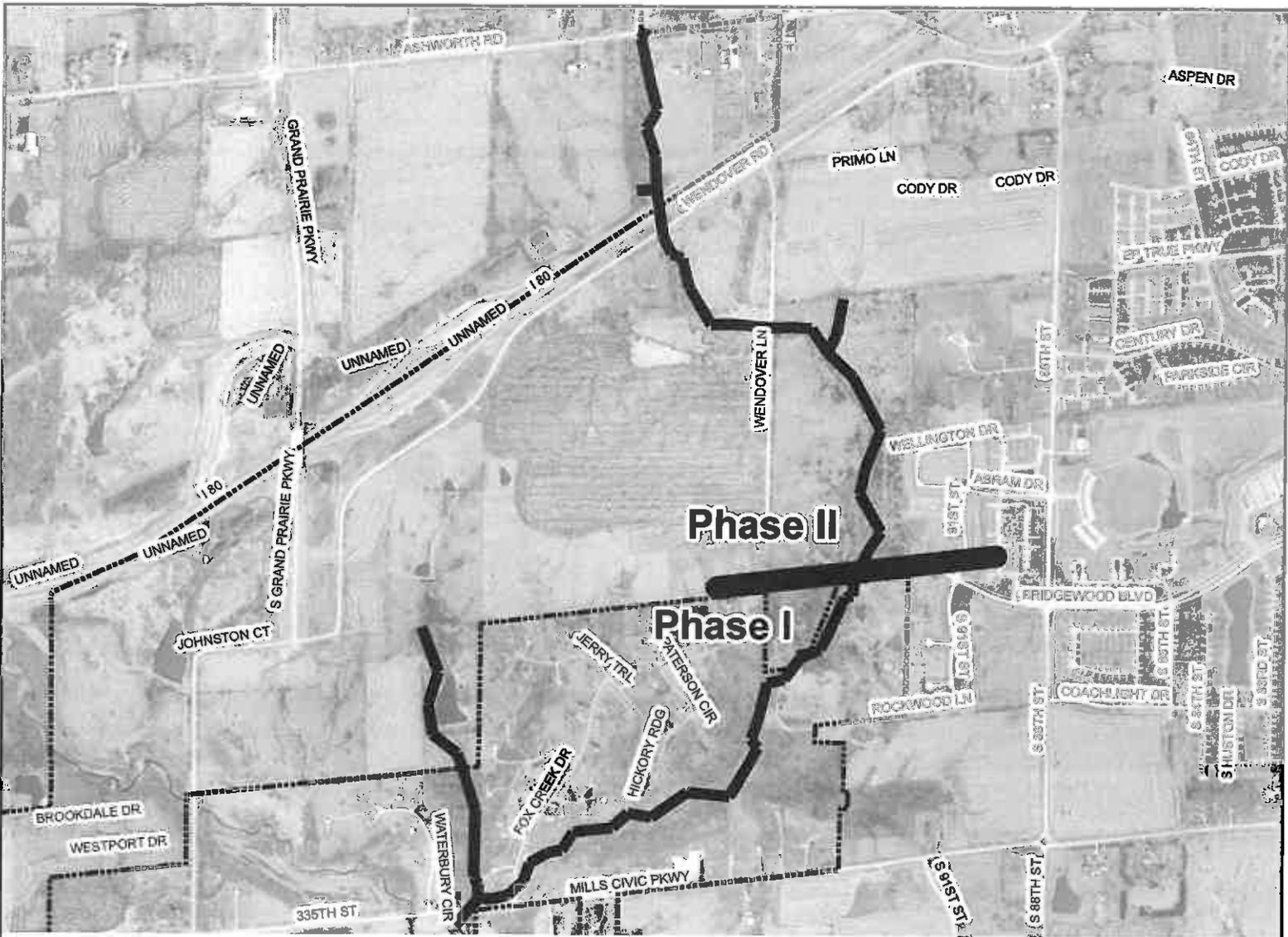
CHANGE ORDER SUMMARY	
The Original Contract Sum was	\$1,708,003.00
Net Change by previously authorized Change Orders	(\$3,521.50)
The Contract Sum prior to This Change Order was	\$1,704,481.50
The Contract Sum will be increased by this Change Order in the amount of	\$52,483.99
The new Contract Sum including this Change Order will be	\$1,756,965.49
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)	3.07%
The Contract Time will be changed by	360 Days
The date of Final Completion as of the date of this Change Order therefore is	October 30, 2017

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

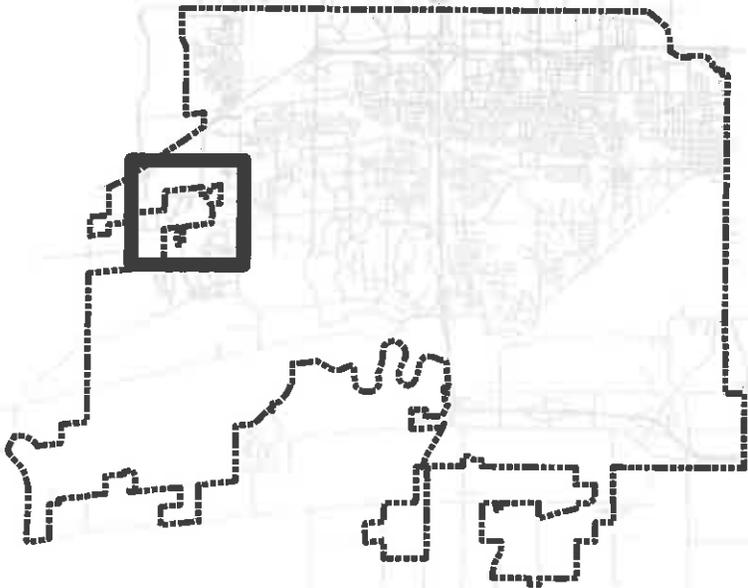
Contractor: Raccoon Valley Contractors	Recommended By: Veenstra & Kimm, INC.	Checked By: City of West Des Moines
Signature: <i>[Signature]</i>	Signature: <i>[Signature]</i>	Signature:
Name: <i>[Name]</i>	Name: Gerald E. Rinehart	Name: Brian J. Hemesath, P.E.
Title: <i>[Title]</i>	Title: Project Manager	Title: Interim City Engineer
Date: <i>[Date]</i>	Date: 9/2/17	Date:

Owner: City of West Des Moines

<input type="checkbox"/> \$	\$24,999.99 City Engineer (≤ 10% original contract)	X	Date _____
<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:	Fox Creek Trunk Sewer Extension, Phases 1 & 2		
LOCATION:	Exhibit A		
DRAWN BY: JDR	DATE: 5/17/2017	PROJECT NUMBER: 0510-010-2012 / 0510-005-2015	SHT. 1 of 1

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

ITEM: Approving FY 2016-17 Iowa Department of Transportation
City Street Financial Report

DATE: September 18, 2017

FINANCIAL IMPACT:

The City has budgeted revenue of \$7,497,838.00 into the Road Use Tax Fund (300.200.700.4070.180) for the current fiscal year.

BACKGROUND:

In order to receive funds from the Iowa Road Use Tax fund, Chapter 312 of the Iowa Code requires that each city in Iowa submit a report on street finance-related matters to the Iowa Department of Transportation (IDOT) at the conclusion of each fiscal year. The FY16-17 report has been completed by finance department staff and is attached for the Council's review. Upon approval of this item, staff will file the report electronically with IDOT.

RECOMMENDATION:

Adopt resolution authorizing the Mayor and City Clerk to sign the final report and staff to forward same to the Iowa Department of Transportation.

Lead Staff Member: Chris Hamlett, Budget Analyst 

STAFF REVIEWS

Department Director	Tim Stiles, Finance Director 
Appropriations/Finance	
Legal	
Agenda Acceptance	

PUBLICATION(S) (if applicable)

Published In	n/a
Dates(s) Published	n/a

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

RESOLUTION

WHEREAS Chapter 312 of the Iowa Code requires that municipalities annually file a report on finances on street related matters with the Iowa Department of Transportation, and

WHEREAS, Finance Department staff has now completed the report attached to this Resolution; therefore

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES that the attached Street Financial Report for the preceding fiscal year is hereby approved and the City Clerk and Mayor are directed to sign the same on the behalf of the City and forward to the Iowa Department of Transportation.

PASSED AND APPROVED this 18th day of September, 2017.

Steven K. Gaer, Mayor

ATTEST:

Ryan Jacobson, City Clerk

City Street Financial Report

Report Generated
9/15/2017 8:55 AM
Fiscal Year
2017
Sheet
1 of 11

City Name
WEST DES MOINES
City Number
8099

Cover Sheet

Now therefore let it be resolved that the city council WEST DES MOINES, Iowa
 (City Name)

On 09/18/2017 did hereby approve and adopt the annual
 (month/day/year)

City Street Financial Report from July 1, 2016 to June 30, 2017
 (Year) (Year)

Contact Information

Name	E-mail Address	Street Address	city	ZIP Code
Tim Stiles	tim.stiles@wdm.iowa.gov	4200 Mills Civic Parkway	West Des Moines	50265-0320
Hours	Phone	Extension	Phone(Alternative)	
8:00 am to 5:00 pm	515-222-3611		515-222-3600	

Preparer Information

Name	E-mail Address	Phone	Extension
Chris Hamlett	chris.hamlett@wdm.iowa.gov	515-222-3606	

Mayor Information

Name	E-mail Address	Street Address	city	ZIP Code
Steven K. Gaer	steven.gaer@wdm.iowa.gov	P.O. Box 65320	West Des Moines	50265-0320
Phone	Extension			
515-222-3610				

Resolution Number _____

 Signature Mayor

 Signature City Clerk

City Street Financial Report

Report Generated
9/15/2017 8:55 AM
Fiscal Year
2017
Sheet
2 of 11

City Name
WEST DES MOINES
City Number
0349

Summary Statement Sheet

Column 1 Column 2 Column 3 Column 4
 Road use Other Street Street Debt Totals
 Tax Fund Monies

Round Figures to Nearest Dollars

Column 1 Column 2 Column 3 Column 4
 Road use Other Street Street Debt Totals
 Tax Fund Monies

Round Figures to Nearest Dollars

A. BEGINNING BALANCE				
	Column 1	Column 2	Column 3	Column 4
	Road use	Other Street	Street Debt	Totals
	Tax Fund	Monies		
1. July 1 Balance	\$11,311,164	\$0	\$18,542,246	\$29,853,410
2. Adjustments (Note on Explanation Sheet)	\$0	\$0	\$0	\$0
3. Adjusted Balance	\$11,311,164	\$0	\$18,542,246	\$29,853,410
B. REVENUES				
1. Road Use Tax	\$7,888,213			\$7,888,213
2. Property Taxes		\$0	\$0	\$0
3. Special Assessments		\$0	\$201,738	\$201,738
4. Miscellaneous		\$3,423,219	\$0	\$3,423,219
5. Proceeds from Bonds, Notes, and Loans		\$0	\$11,255,000	\$11,255,000
6. Interest Earned		\$0	\$0	\$0
7. Total Revenues (Lines B1 thru B6)	\$7,888,213	\$3,423,219	\$11,456,738	\$22,768,170
C. Total Funds Available (Line A3 + Line B7)	\$19,199,377	\$3,423,219	\$29,998,984	\$52,621,580

EXPENSES				
	Column 1	Column 2	Column 3	Column 4
	Road use	Other Street	Street Debt	Totals
	Tax Fund	Monies		
D. Maintenance				
1. RoadWay Maintenance	\$4,240,464	\$0	\$0	\$4,240,464
2. Snow and Ice Removal	\$0	\$0	\$0	\$0
E. Construction, Reconstruction and Improvements				
1. Engineering	\$0	\$0	\$0	\$0
2. Right of Way Purchased	\$0	\$0	\$0	\$0
3. Street/Bridge Construction	\$1,966,173	\$3,403,321	\$16,746,874	\$22,116,368
4. Traffic Services	\$417,159	\$19,898	\$0	\$437,057
F. Administration	\$0	\$0	\$0	\$0
G. Equipment	\$0	\$0	\$0	\$0
H. Miscellaneous		\$0	\$0	\$0
J. Street Debt				
1. Bonds, Notes and Loans - Principal Paid	\$0	\$0	\$10,907,150	\$10,907,150
2. Bonds, Notes and Loans - Interest Paid	\$0	\$0	\$2,344,960	\$2,344,960
TOTALS				
K. Total Expenses (Lines D thru J)	\$6,623,796	\$3,423,219	\$29,998,984	\$40,045,999
L. Ending Balance (Line C-K)	\$12,575,581	\$0	\$0	\$12,575,581
M. Total Funds Accounted For (K + L = C)	\$19,199,377	\$3,423,219	\$29,998,984	\$52,621,580

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Miscellaneous Revenues and Expenses Sheet

Code Number and Itemization of Miscellaneous Revenues (Line B4 on the Summary Statement Sheet)(See Instructions)	Column 2 Other Street Monies	Column 3 Street Debt
122--RISE Funds	\$1,921,669.00	\$0.00
140--Federal Government (misc.)	\$19,898.00	\$0.00
144--FHWA Participation (Fed. Hwy. Admin.)	\$1,481,652.00	\$0.00
Line B4 Totals	\$3,423,219.00	\$0.00

Code Number and Itemization of Miscellaneous Expenses (Line H on the Summary Statement Sheet) "On street" parking expenses, street maintenance, buildings, insurance, administrative costs for printing, legal fees, bond fees etc. (See Instructions)	Column 2 Other Street Monies	Column 3 Street Debt
Line H Totals		

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Bonds, Notes and Loans Sheet

New Bond ?	Debt Type	Debt Purpose	DOT Use Only	Issue Date	Issue Amount	% Related to Street	Year Due	Principal Balance as of 7/1	Total Principal Paid	Total Interest Paid	Principal Roads	Interest Roads	Principal Balance as of 6/30
<input checked="" type="checkbox"/>	General Obligation	Street Improvements	101	11/16/2016	\$7,200,000	30	2026	\$7,200,000	\$100,000	\$111,773	\$30,000	\$33,532	\$7,100,000
<input type="checkbox"/>	General Obligation	Paving & Construction	304	08/10/2011	\$3,450,000	100	2025	\$1,847,500	\$202,500	\$56,991	\$202,500	\$56,991	\$1,645,000
<input type="checkbox"/>	General Obligation	Paving & Construction	305	08/25/2011	\$10,143,000	100	2023	\$3,532,500	\$1,746,000	\$79,583	\$1,746,000	\$79,583	\$1,786,500
<input type="checkbox"/>	General Obligation	Paving & Construction	306	05/01/2012	\$5,336,850	100	2020	\$3,332,300	\$1,069,250	\$166,615	\$1,069,250	\$166,615	\$2,263,050
<input type="checkbox"/>	General Obligation	Paving & Construction	309	05/01/2012	\$2,218,500	100	2018	\$624,750	\$310,250	\$24,990	\$310,250	\$24,990	\$314,500
<input type="checkbox"/>	General Obligation	Paving & Construction	310	06/27/2012	\$3,008,000	100	2026	\$2,306,000	\$206,000	\$69,180	\$206,000	\$69,180	\$2,100,000
<input type="checkbox"/>	General Obligation	Paving & Construction	313	03/04/2010	\$15,240,000	100	2019	\$6,859,000	\$1,872,000	\$239,445	\$1,872,000	\$239,445	\$3,987,000
<input type="checkbox"/>	General Obligation	Paving & Construction	317	06/29/2010	\$4,200,000	100	2020	\$1,929,000	\$459,000	\$57,870	\$459,000	\$57,870	\$1,470,000
<input type="checkbox"/>	General Obligation	Paving & Construction	318	08/11/2010	\$4,000,000	100	2029	\$3,360,000	\$208,000	\$112,585	\$208,000	\$112,585	\$3,152,000
<input type="checkbox"/>	General Obligation	Paving & Construction	319	08/21/2013	\$1,534,750	100	2024	\$791,000	\$91,000	\$22,001	\$91,000	\$22,001	\$700,000
<input type="checkbox"/>	General Obligation	Paving & Construction	320	09/11/2014	\$10,412,500	100	2026	\$7,509,750	\$624,750	\$273,392	\$624,750	\$273,392	\$6,885,000
<input type="checkbox"/>	General Obligation	Paving & Construction	321	04/07/2015	\$16,533,800	100	2029	\$16,533,800	\$182,400	\$453,806	\$182,400	\$453,806	\$16,351,400
<input type="checkbox"/>	General Obligation	Paving & Construction	322	04/07/2015	\$2,046,000	100	2020	\$2,046,000	\$546,000	\$40,920	\$546,000	\$40,920	\$1,500,000
<input type="checkbox"/>	General Obligation	Paving & Construction	323	06/15/2016	\$6,918,750	100	2026	\$6,918,750	\$2,445,000	\$24,479	\$2,445,000	\$24,479	\$4,473,750
<input type="checkbox"/>	General Obligation	Paving & Construction	324	06/15/2016	\$13,855,000	100	2031	\$13,855,000	\$830,000	\$539,544	\$830,000	\$539,544	\$13,025,000
<input checked="" type="checkbox"/>	General Obligation	Paving & Construction	325	11/16/2016	\$10,700,000	85	2030	\$10,700,000	\$100,000	\$176,502	\$85,000	\$150,027	\$10,600,000
New Bond Totals					\$17,900,000	\$11,255,000	Totals	\$88,345,350	\$10,992,150	\$2,449,676	\$10,907,150	\$2,344,960	\$77,353,200

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City Manager
Street

Project Final Costs Sheet

For construction, reconstruction, and improvement projects with costs equal to or greater than 90% of the bid threshold in effect as the beginning of the fiscal year.

Check here if there are no entitlements for this year

Project Final Costs Sheet (Section A)

1. Project Number	2. Estimated Cost	3. Project Type	4. Public Letting?	5. Location/Project Description (limits, length, size of structure)
0510-047-2014	\$3,235,750	RDWY	Yes	Pine Avenue Improvements-South 8th Street to End of Paving
0510-005-2016	\$1,560,802	SURF	Yes	2016 HMA Resurfacing
0510-035-2016	\$112,987	SURF	Yes	Jordan Creek & University Ave Intersection Improvements Phase I
0510-080-2014	\$2,008,695	RDWY	Yes	White Crane Road Improvements- SE Soteria Avenue to Dead End
0510 043 2014 & 0510 045 2014	\$329,802	SURF	Yes	Intersection Improvements at 92nd Street & University Avenue and Jordan Creek Parkway & Westown Parkway
0510-008-2015	\$1,167,720	SURF	Yes	2015 PCC Patching Program Phase1
0510-008-2016	\$848,565	SURF	Yes	2016 PCC Reconstruction Program
0510-049-2014	\$2,435,728	RDWY	Yes	SE Soteria Avenue Improvements-SE Willow Creek Driver to Pine Avenue
0510-042-2014	\$448,341	SURF	Yes	Intersection Improvements- 50th Street & University Avenue and 50th Street & Corporate Drive
0510-040-2015	\$224,728	TRAF	Yes	Intersection Improvements- 50th Street & Stonebridge Road
0510-018-2013	\$6,648,352	RDWY	Yes	Grand Avenue Improvements Phase 6 - South 35th Street to South 50th Street
0510-050-2014	\$1,961,612	RDWY	Yes	SE Soteria Avenue Improvements- SE White Crane Road to SE County Line Road
0510-006-2016	\$1,566,772	SURF	Yes	2016 PCC Patching Program
0510-019-2013	\$7,795,332	RDWY	Yes	Grand Avenue Improvements Phase 5 - Raccoon River Regional Park to South 35th Street
0510-046-2014	\$4,249,354	RDWY	Yes	Maffitt Lake Road Improvements- SE Soteria Avenue to Veterans Parkway

Project Final Costs Sheet (Section B)

1. Project Number	6. Contractor Name	7. Contract Price	8. Additions/ Deductions	9. Labor	10. Equipment	11. Materials	12. Overhead	13. Total
0510-047-2014	Elder Corporation	\$3,550,476	-\$4,827	\$0	\$0	\$0	\$0	\$3,545,649
0510-005-2016	Des Moines Asphalt & Paving	\$1,439,028	\$43,407	\$0	\$0	\$0	\$0	\$1,482,435

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Project Final Costs Sheet (Section B)

1. Project Number	6. Contractor Name	7. Contract Price	8. Additions/ Deductions	9. Labor	10. Equipment	11. Materials	12. Overhead	13. Total
0510-035-2016	Hendrickson Contracting	\$110,266	-\$3,660	\$0	\$0	\$0	\$0	\$106,606
0510-080-2014	Elder Corporation	\$1,854,000	-\$38,275	\$0	\$0	\$0	\$0	\$1,815,725
0510-043-2014 & 0510-045-2014	Sterquist Construction	\$306,943	-\$15,203	\$0	\$0	\$0	\$0	\$291,740
0510-008-2015	The Concrete Co.	\$1,012,884	\$54,003	\$0	\$0	\$0	\$0	\$1,066,887
0510-008-2016	Concrete Technologies, Inc.	\$647,875	-\$29,297	\$0	\$0	\$0	\$0	\$618,578
0510-049-2014	Corell Contractor, Inc.	\$2,376,222	-\$50,616	\$0	\$0	\$0	\$0	\$2,325,606
0510-042-2014	Absolute Concrete	\$448,137	-\$8,512	\$0	\$0	\$0	\$0	\$439,625
0510-040-2015	Iowa Signal Inc.	\$241,722	\$0	\$0	\$0	\$0	\$0	\$241,722
0510-018-2013	Corell Contractors, Inc.	\$5,857,182	-\$192,788	\$0	\$0	\$0	\$0	\$5,664,394
0510-050-2014	Concrete Technologies, Inc.	\$1,691,964	\$123,820	\$0	\$0	\$0	\$0	\$1,815,784
0510-006-2016	The Concrete Company, Inc.	\$1,370,957	-\$28,569	\$0	\$0	\$0	\$0	\$1,342,388
0510-019-2013	Corell Contractor, Inc.	\$7,485,605	-\$39,835	\$0	\$0	\$0	\$0	\$7,445,770
0510-046-2014	Concrete Technologies, Inc.	\$3,683,446	-\$53,780	\$0	\$0	\$0	\$0	\$3,629,666



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Road/Street Equipment Inventory Sheet

1. Local Class I.D. #	2. Model Year	3. Description	4. Purchase Cost	5. Lease Cost /Unit	6. Rental Cost /Unit	7. Used On Project this FY?	8. Status
341A	2016	International Workstar 7400	\$223,748	\$0	\$0	No	NOCH
378A	2015	CIH Maxxum 140 MC Tractor	\$56,125	\$0	\$0	No	NOCH
342A	2015	International 7300 4 x 2	\$231,583	\$0	\$0	No	NOCH
351	2014	SnoGo Snow Blower	\$113,420	\$0	\$0	No	NOCH
355	2015	Ford F250	\$41,620	\$0	\$0	No	NOCH
333C	2010	John Deere Motor Grader	\$248,877	\$0	\$0	No	NOCH
321A	2009	International Tandem Axle Dump Truck	\$212,499	\$0	\$0	No	NOCH
315A	2006	International Single Axle Dump Truck	\$125,290	\$0	\$0	No	TRAD
319B	2006	International Single Axle Dump Truck	\$125,290	\$0	\$0	No	NOCH
484A	2007	Ford F-150	\$18,248	\$0	\$0	No	NOCH
325B	2007	International Single Axle Dump Truck	\$135,284	\$0	\$0	No	NOCH
328A	2006	Caterpillar Backhoe-Loader	\$100,387	\$0	\$0	No	NOCH
332A	2005	John Deere 554J Wheel Loader	\$117,590	\$0	\$0	No	TRAD
317B	2005	International Single Axle Dump Truck	\$117,178	\$0	\$0	No	NOCH
334	1997	Case Backhoe	\$102,933	\$0	\$0	No	NOCH
340	2004	International Single Axle Dump Truck	\$115,934	\$0	\$0	No	NOCH
329B	2008	International Single Axle Dump Truck	\$150,094	\$0	\$0	No	NOCH
337A	2008	International Single Axle Dump Truck	\$150,094	\$0	\$0	No	NOCH
320A	2006	International Single Axle Dump Truck	\$125,290	\$0	\$0	No	NOCH

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Road/Street Equipment Inventory Sheet

1. Local Class I.D. #	2. Model Year	3 Description	4. Purchase Cost	5. Lease Cost	/Unit	6 Rental Cost	/Unit	7 Used On Project this FY?	8 Status
338A	2010	International Single Axle Dump Truck	\$186,659	\$0		\$0		No	NOCH
318B	2012	International Tandem Axle Dump Truck	\$194,886	\$0		\$0		No	NOCH
222B	2011	Crafco Crack Sealer	\$39,565	\$0		\$0		No	NOCH
239B	2012	26" Concrete Saw	\$15,833	\$0		\$0		No	NOCH
343A	2013	International Single Axle Dump Truck	\$209,978	\$0		\$0		No	NOCH
323C	2013	International 7500 SFA 6x4	\$229,122	\$0		\$0		No	NOCH
316C	2013	International Tandem Dump Truck	\$230,980	\$0		\$0		No	NOCH
331B	2012	John Deere 544K Wheel Loader	\$163,706	\$0		\$0		No	NOCH
339A	2013	International Single Axle Dump Truck	\$209,978	\$0		\$0		No	NOCH
246B	2012	Honda 3000 Watt Generator	\$1,805	\$0		\$0		No	NOCH
265B	2013	Bobcat Skid-Steer Loader S650	\$35,834	\$0		\$0		No	NOCH
345	2013	Bobcat Drop Hammer	\$6,170	\$0		\$0		No	NOCH
385A	2013	Crafco Pavement Router	\$13,695	\$0		\$0		No	NOCH
324C	2014	International Tandem Axle 7500 SFA 6x4	\$239,290	\$0		\$0		No	NOCH
340A	2014	International Single Axle Dump Truck	\$207,823	\$0		\$0		No	NOCH
390	2013	John Deere 772GO Motor Grader	\$304,350	\$0		\$0		No	NOCH
302B	2014	Ford F450	\$43,720	\$0		\$0		No	NOCH
263	2013	16" Planer Grinder	\$11,875	\$0		\$0		No	NOCH
202A	2013	Sprayer Specialty Brine Trailer	\$22,220	\$0		\$0		No	NOCH
370D	2014	Elgin Whirlwind Sweeper	\$285,623	\$0		\$0		No	NOCH

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Road/Street Equipment Inventory Sheet

1. Local Class I.D. #	2. Model Year	3. Description	4. Purchase Cost	5. Lease Cost	/Unit	6. Rental Cost	/Unit	7. Used On Project this FY?	8. Status
371D	2014	Elgin Whirlwind Sweeper	\$285,623	\$0		\$0		No	NOCH
405	2016	Ford F-150	\$30,488	\$0		\$0		No	NEW
315B	2017	International Workstar 7000	\$245,867	\$0		\$0		No	NEW
332B	2016	Caterpillar Wheel Loader	\$186,665	\$0		\$0		No	NEW
290B	2016	Vermeer Brush Chipper	\$51,044	\$0		\$0		No	NEW

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Explanation Sheet

Comments

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Monthly Payment Sheet

Month	Road Use tax Payments
July	\$591,350.11
August	\$868,967.20
September	\$819,454.93
October	\$631,681.87
November	\$708,851.37
December	\$587,543.41
January	\$709,064.23
February	\$741,802.85
March	\$626,247.79
April	\$445,056.98
May	\$499,637.08
June	\$658,555.42
Totals	\$7,888,213.24

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

4(h)

DATE: September 18, 2017

ITEM:

Resolution - Ordering Construction
Mills Civic Parkway - South Jordan Creek Parkway to South 81st Street

FINANCIAL IMPACT:

The Engineering Estimate of Construction Cost for Mills Civic Parkway from South Jordan Creek Parkway to South 81st Street is \$2,562,656.50. Payments will be made from account no. 500.000.000.5250.490 with the ultimate funding intended to come from Coachlight Drive Urban Renewal Area TIF.

BACKGROUND:

A Bid Letting should be scheduled for 2:00 p.m. on Wednesday, October 11, 2017, and a Public Hearing on the project should be scheduled for 5:35 p.m. on Monday, October 16, 2017. The contract would be awarded on Monday, October 16, 2017, and work will begin shortly thereafter.

This project consists of the widening of Mills Civic Parkway from South Jordan Creek Parkway to South 81st Street, including the construction of a southbound right-turn lane on South Jordan Creek Parkway at the Mills Civic Parkway intersection and a southbound right-turn lane on South 81st Street at the Mills Civic Parkway intersection. Pavement, sidewalks, storm sewer, traffic signal modifications, and median landscaping will be constructed with the project. The project is anticipated to be completed by August 15, 2018.

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 Ordering Construction of the Mills Civic Parkway - South Jordan Creek Parkway to South 81st Street.
- Fixing 2:00 p.m. on Wednesday, October 11, 2017, as the time and date for project Bid Letting.
- Ordering the City Clerk to publish notice of Letting and Public Hearing.

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>JBLW</i>
Agenda Acceptance	<i>km</i>

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

**RESOLUTION ORDERING CONSTRUCTION AND NOTICE OF PUBLIC HEARING ON
PLANS, SPECIFICATIONS, FORM OF CONTRACT, ESTIMATE OF COST, AND
DIRECTING ADVERTISEMENT FOR BIDS**

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

**Mills Civic Parkway - South Jordan Creek Parkway to South 81st Street
Project No. 0510-035-2017**

is hereby ordered to be constructed according to the Plans and Specifications prepared by HR Green, Inc., and now on file in the office of the City Clerk.

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

BE IT FURTHER RESOLVED, that the City Clerk is hereby directed to publish notice of hearing on the Plans and Specifications, Form of Contract, Bid Security and Estimate of Costs for said project to be held at 5:35 p.m. on Monday, October 16, 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 thirteen (13) days nor more than forty-five (45) days prior to the date for receiving bids. Said bids are to be filed prior to 2:00 p.m. on Wednesday, October 11, 2017.

BE IT FURTHER RESOLVED, that the bids received for construction of said improvements will be opened, publicly read and tabulated by the City Clerk, Deputy City Clerk, or City Clerk designee at 2:00 p.m. on Wednesday, October 11, 2017, and the results of said bids shall be considered at a meeting of this Council on Monday, October 16, 2017, at 5:35 p.m. and acted upon at said time, or such time as may then be fixed.

PASSED AND APPROVED on this 18th day of September, 2017.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk



**OPINION OF PROBABLE PROJECT COST
MILLS CIVIC PARKWAY IMPROVEMENTS
FROM 81ST STREET TO JORDAN CREEK PARKWAY
3000 LF +/-
SEPTEMBER 2017**



ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL
1.1	TRAFFIC CONTROL	LS	1	\$ 35,000.00	\$ 35,000.00
2.1	CLEARING AND GRUBBING	UNIT	20	\$ 150.00	\$ 3,000.00
2.2	TOPSOIL ON SITE, STRIP, SALVAGE + SPREAD	CY	5000	\$ 16.00	\$ 80,000.00
2.3	EXCAVATION, CLASS 10, ROADWAY AND BORROW	CY	12800	\$ 16.00	\$ 204,800.00
2.4	SUBGRADE PREPARATION, 8"	SY	19245	\$ 2.50	\$ 48,112.50
2.5	SUBGRADE PREPARATION, 12"	SY	650	\$ 3.50	\$ 2,275.00
2.6	SUBBASE, GRANULAR, 4"	SY	19245	\$ 8.00	\$ 153,960.00
2.7	SUBBASE, GRANULAR	TON	30	\$ 40.00	\$ 1,200.00
2.8	GRANULAR SURFACING ON ROAD, CLASS A CRUSHED STONE	TON	80	\$ 35.00	\$ 2,100.00
2.9	OVER EXCAVATION	CY	17	\$ 30.00	\$ 510.00
4.1	STORM SEWER, TRENCHED, RCP 3750D, 15"	LF	24	\$ 120.00	\$ 2,880.00
4.2	STORM SEWER, TRENCHED, RCP, 24"	LF	100	\$ 125.00	\$ 12,500.00
4.3	REMOVAL OF 24" STORM SEWER + REMOVE AND REINSTALL APRON	LS	1	\$ 3,000.00	\$ 3,000.00
4.4	SUBDRAIN, TYPE 1 (LONGITUDINAL SUBDRAIN), PVC, 6"	LF	3221	\$ 15.00	\$ 48,315.00
4.5	SUBDRAIN CLEANOUT, TYPE A-1, PVC, 6"	EA	5	\$ 750.00	\$ 3,750.00
4.6	SUBDRAIN OUTLETS AND CONNECTION, PVC, 6"	EA	26	\$ 800.00	\$ 20,800.00
6.1	STORM SEWER INTAKE, SW-501	EA	2	\$ 3,500.00	\$ 7,000.00
6.2	STORM SEWER INTAKE, SW-503	EA	1	\$ 4,500.00	\$ 4,500.00
6.3	STORM SEWER INTAKE, SW-505	EA	1	\$ 5,500.00	\$ 5,500.00
6.4	ADJUSTMENT OF FIXTURES	EA	5	\$ 1,000.00	\$ 5,000.00
6.5	INTAKE ADJUSTMENT, MINOR	EA	9	\$ 1,500.00	\$ 13,500.00
6.6	INTAKE ADJUSTMENT, MAJOR	EA	2	\$ 2,500.00	\$ 5,000.00
6.7	CONNECTION TO EXISTING STRUCTURE	EA	4	\$ 1,500.00	\$ 6,000.00
6.8	REMOVAL OF INTAKE	EA	1	\$ 3,000.00	\$ 3,000.00
7.1	PCC PAVEMENT, 10", C. SUD, CLASS 3 DURABILITY, REINFORCED	SY	16450	\$ 70.00	\$ 1,151,500.00
7.2	PCC PAVEMENT, 7", C. SUD, CLASS 3 DURABILITY, REINFORCED	SY	930	\$ 60.00	\$ 55,800.00
7.3	PCC PAVEMENT, 7", TEMPORARY	SY	460	\$ 60.00	\$ 27,600.00
7.4	CONCRETE MEDIAN	SY	826	\$ 60.00	\$ 49,560.00
7.5	RAISED MEDIAN MAINTENANCE BAND	SF	2834	\$ 6.00	\$ 17,004.00
7.6	RAISED MEDIAN COLORED AND STAMPED CONCRETE	SF	1777	\$ 15.00	\$ 26,655.00
7.8	REMOVAL OF SHARED USE PATH AND SIDEWALK	SY	235	\$ 15.00	\$ 3,525.00
7.9	REMOVAL OF PAVED DRIVEWAY	SY	519	\$ 15.00	\$ 7,785.00
7.10	SHARED USE PATH, PCC, 6", REINFORCED	SY	141	\$ 55.00	\$ 7,755.00
7.11	SIDEWALK, PCC, 4"	SY	1132	\$ 45.00	\$ 50,940.00
7.12	DETECTABLE WARNINGS	SF	112	\$ 45.00	\$ 5,040.00
7.13	FULL DEPTH PATCHES	SY	150	\$ 150.00	\$ 22,500.00
7.14	REMOVAL OF PAVEMENT	SY	1017	\$ 15.00	\$ 15,255.00
7.15	REMOVAL OF CURB AND GUTTER	LF	943	\$ 35.00	\$ 33,005.00
8.1	TRAFFIC SIGNAL MODIFICATIONS	LS	1	\$ 225,000.00	\$ 225,000.00
9.1	MULCHING, WOOD CELLULOSE FIBER	ACRE	9.0	\$ 2,000.00	\$ 18,000.00
9.2	SEEDING AND FERTILIZING, URBAN	ACRE	4.0	\$ 1,500.00	\$ 6,000.00
9.3	STABILIZING CROP - SEEDING AND FERTILIZING	ACRE	5.0	\$ 1,000.00	\$ 5,000.00
9.4	ROADSIDE SPRAY WEED CONTROL	ACRE	4	\$ 500.00	\$ 2,000.00
9.5	PUBLIC SAFETY FACILITY DETENTION BASIN LANDSCAPING	LS	1	\$ 5,000.00	\$ 5,000.00
9.11	SWPPP	LS	1	\$ 7,500.00	\$ 7,500.00
9.12	WATTLES	LF	3000	\$ 3.50	\$ 10,500.00
9.13	WATTLES, REMOVAL	LF	3000	\$ 0.50	\$ 1,500.00
9.14	SILT FENCE	LF	1000	\$ 2.00	\$ 2,000.00
9.15	MAINTENANCE OF SILT FENCE OR SILT FENCE FOR DITCH CHECK	LF	1000	\$ 0.50	\$ 500.00
9.16	REMOVAL OF SILT FENCE OR SILT FENCE FOR DITCH CHECKS	LF	1000	\$ 0.25	\$ 250.00
9.17	INLET PROTECTION DEVICE, INSERTS, INSTALLATION	EA	13	\$ 150.00	\$ 1,950.00
9.18	INLET PROTECTION DEVICE, MAINTENANCE	EA	13	\$ 50.00	\$ 650.00
9.19	REMOVE AND RELOCATE LIGHT FIXTURE	EA	1	\$ 3,500.00	\$ 3,500.00
11.1	CONSTRUCTION SURVEY	LS	1	\$ 25,000.00	\$ 25,000.00
11.2	CONCRETE WASHOUT	LS	1	\$ 10,000.00	\$ 10,000.00
11.3	PAINTED PAVEMENT MARKING, DURABLE	STA	98	\$ 50.00	\$ 4,900.00
11.4	PAINTED SYMBOLS AND LEGENDS, DURABLE	EA	47	\$ 120.00	\$ 5,640.00
11.5	PAVEMENT MARKINGS REMOVED, WATERBLASTED	STA	116	\$ 50.00	\$ 5,800.00
11.6	SYMBOLS AND LEGENDS REMOVED, WATERBLASTED	EA	20	\$ 100.00	\$ 2,000.00
SUBTOTAL CONSTRUCTION					\$ 2,488,316.50
ADD ALTERNATE - MEDIAN LANDSCAPING IMPROVEMENTS					
7.7	RAISED MEDIAN LIMESTONE FEATURE BLOCKS	LF	532	\$ 50.00	\$ 26,600.00
9.6	SODDING	SQ	145	\$ 50.00	\$ 7,250.00
9.7	PLANTS, BY COUNT	EA	6	\$ 425.00	\$ 2,550.00
9.8	PLANTS, BY SUM	LS	1	\$ 6,000.00	\$ 6,000.00
9.9	PLANT BED PREPARATION	SF	1230	\$ 3.00	\$ 3,690.00
9.10	SIGN PANEL FOOTINGS	EA	5	\$ 650.00	\$ 3,250.00
11.7	IRRIGATION SYSTEM	LS	1	\$ 25,000.00	\$ 25,000.00
ADD ALTERNATE SUBTOTAL					\$ 74,340.00
OPINION OF PROBABLE COST					\$ 2,562,656.50

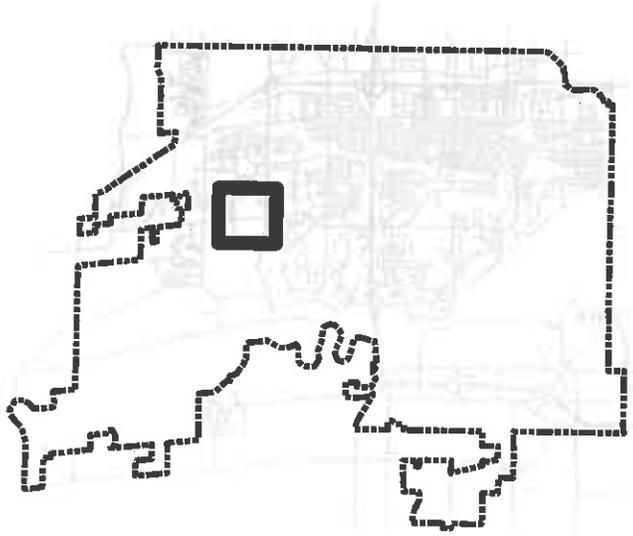
I hereby certify that this is a true and correct final Opinion of Probable Cost for the Mills Civic Parkway Improvements Project from South 81st Street to Jordan Creek Parkway - City of West Des Moines, IA

David J. Moermond
David J. Moermond, P.E., License No. 12261

September 13, 2017

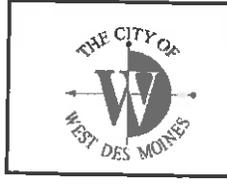


VICINITY MAP



LEGEND

PROJECT LOCATION 



PROJECT:	Mills Civic Parkway Improvements		
LOCATION:	South Jordan Creek Parkway to South 81st Street		
DRAWN BY: JDR	DATE: 3/8/2017	PROJECT: 0510-035-2017	SHT. 1 of 1

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

4(i)1

DATE: September 18, 2017

ITEM:

Resolution - Approving Professional Services Agreement
Booneville Road Bridge Replacement over Sugar Creek

FINANCIAL IMPACT:

The cost of the Professional Services Agreement associated with the design of this project is anticipated not to exceed \$279,700.00 for Basic Services. In addition, the cost for performing Resident Consultant Services will not exceed \$72,000.00. 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 Stormwater Utility Fees.

BACKGROUND:

Approval of this action authorizes Foth Infrastructure & Environment to perform the professional services necessary for the replacement of an existing 12'x21' elliptical corrugated metal pipe culvert under Booneville Road along Sugar Creek with a new bridge. The existing culvert is in need of replacement. Recent and proposed developments along Booneville Road in this immediate area are driving the need for replacement at this time so that future paving of Booneville Road from Sugar Creek to South 88th Street can take place.

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 Booneville Road Bridge Replacement over Sugar Creek.

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>JBW</i>
Agenda Acceptance	<i>RW</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:

**Booneville Road Bridge Replacement over Sugar Creek
Project No. 0510-072-2017**

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 Foth Infrastructure & Environment, LLC, and,

WHEREAS, the Engineering Services Department has obtained a written proposal from Foth Infrastructure & Environment, LLC to do the work requested, which estimates the following cost to the City of West Des Moines;

Basic Services of the Consultant	\$279,700.00
Resident Consultant Services	<u>\$ 72,000.00</u>
Total	\$351,700.00

therefore,

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

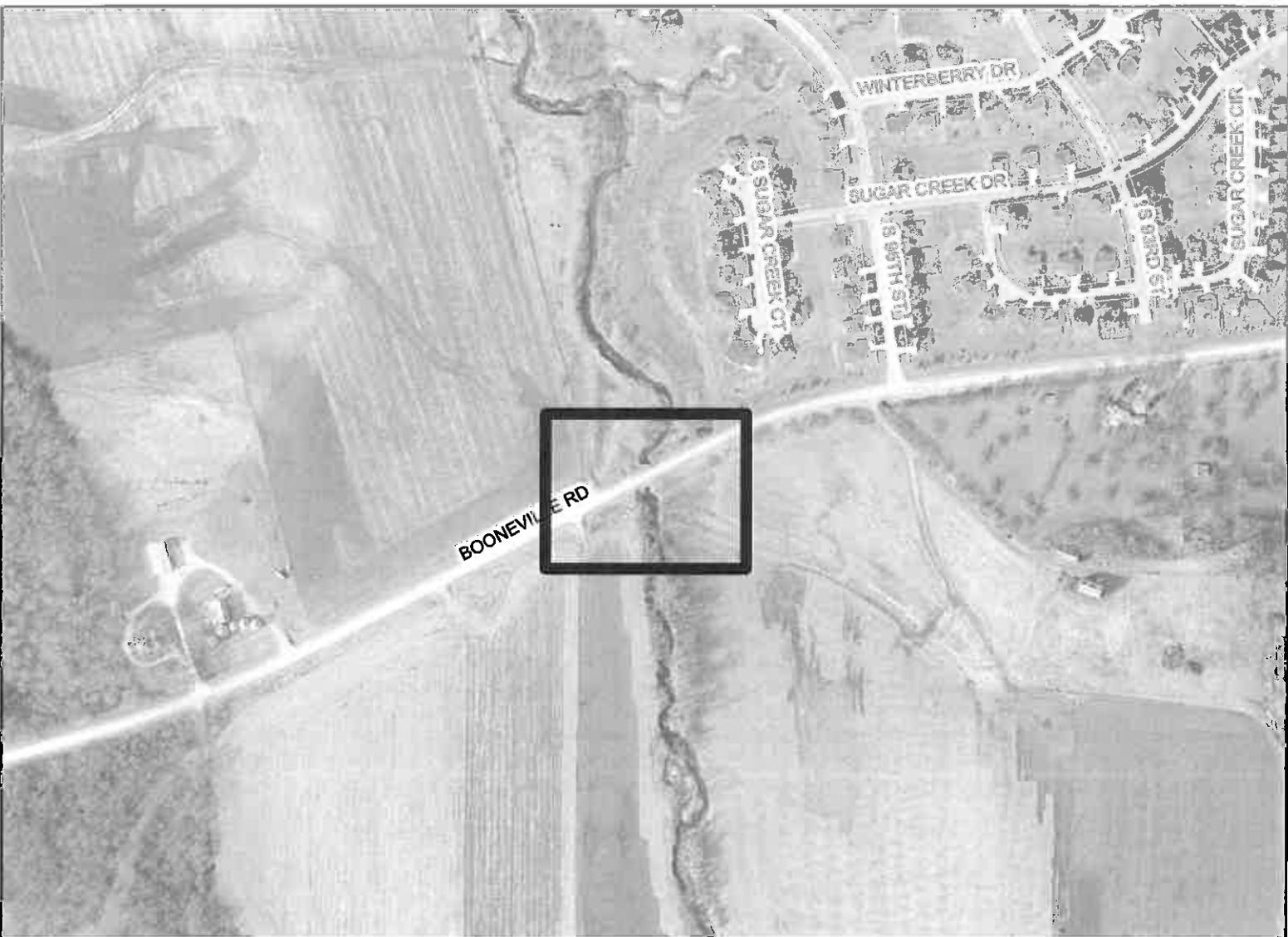
BE IT FURTHER RESOLVED, that the City Clerk is authorized and directed to enter into an agreement with Foth Infrastructure & Environment, LLC for the cost indicated above as payment by the City of West Des Moines for the services indicated.

PASSED AND APPROVED on this **18th** day of **September, 2017**

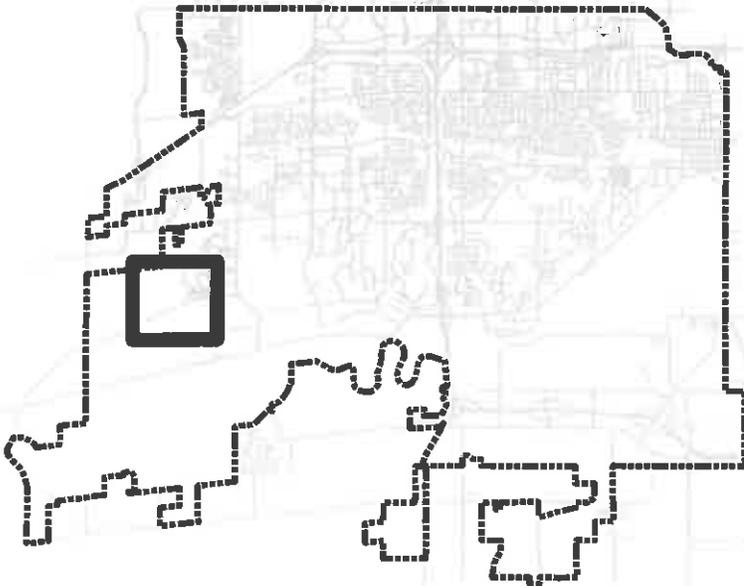
Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk



VICINITY MAP



LEGEND

PROJECT LOCATION



PROJECT: **Booneville Road Bridge Replacement over Sugar Creek**

LOCATION: **Exhibit "A"**

DRAWN BY: JDR	DATE: 8/7/2017	PROJECT NUMBER : 0510-072-2017 SUBDIVISION NAME:	SHT. 1 of 1
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AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This Agreement is made and entered into this _____ day of September, 2017, by and between the CITY OF WEST DES MOINES, a municipal corporation, hereinafter referred to as "City", and FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC. (Fed. I.D. #20-5814224), a limited liability company 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 Booneville Road Bridge over Sugar Creek (Project No. 0510-072-2017) 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	\$ 279,700.00
II. Resident Consultant Services	<u>\$ 72,000.00</u>
Total	\$ 351,700.00

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: Foth Infrastructure & Environment, LLC
Attn: Patrick P. Kueter, P.E.
Address: 8191 Birchwood Ct, Ste L
City, State: Johnston, IA 50131

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, gender identity, sexual orientation, national origin, religion, age, handicap, or veteran status. Consultant will, where appropriate or required, take affirmative action to ensure that applicants are employed, and that employees are treated, during employment, without regard to their race, color, sex, gender identity, sexual orientation, or national origin, religion, age, handicap, or veteran status. Consultant will cooperate with the City in using Consultant's best efforts to ensure that Disadvantaged Business Enterprises are afforded the maximum opportunity to compete for subcontracts of work under this Agreement.

10. HOLD HARMLESS

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

11. ASSIGNMENT

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

12. APPROPRIATION OF FUNDS

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

13. AUTHORIZED AMENDMENTS TO AGREEMENT

A. The Consultant and the City acknowledge and agree that no amendment to this Agreement or other form, order or directive may be issued by the City which requires additional compensable work to be performed if such work causes the aggregate amount payable under the amendment, order or directive to exceed the amount appropriated for this Agreement as listed in Section 3, above, unless the Consultant has been given a written assurance by the City that lawful appropriation to cover the costs of the additional work has been made.

- B. The Consultant and the City further acknowledge and agree that no amendment to this Agreement or other form, order or directive which requires additional compensable work to be performed under this Agreement shall be issued by the City unless funds are available to pay such additional costs, and the Consultant shall not be entitled to any additional compensation for any additional compensable work performed under this Agreement. The Consultant expressly waives any right to additional compensation, whether in law or equity, unless prior to commencing the additional work the Consultant was given a written amendment, order or directive describing the additional compensable work to be performed and setting forth the amount of compensation to be paid, such amendment, order or directive to be signed by the authorized City representative. It is the Consultant's sole responsibility to know, determine, and ascertain the authority of the City representative signing any amendment, directive or order.

14. OWNERSHIP OF CONSULTING DOCUMENTS

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

15. INTERPRETATION

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

16. COMPLIANCE WITH FEDERAL LAW

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

17. SOLICITATION AND PERFORMANCE

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

18. SUSPENSION AND TERMINATION OF AGREEMENT

- A. The right is reserved by the City to suspend this Agreement at any time. Such suspension may be effected by the City giving written notice to the Consultant, and shall be effective as of the date established in the suspension notice. Payment for Consultant's services shall be made by the City for services performed to the date established in the suspension notice. Should the City reinstate the work after notice of suspension, such reinstatement may be accomplished by thirty

(30) days written notice within a period of six (6) months after such suspension, unless this period is extended by written consent of the Consultant.

- B. Upon ten (10) days written notice to the Consultant, the City may terminate the Agreement at any time if it is found that reasons beyond the control of either the City or Consultant make it impossible or against the City's interest to complete the Agreement. In such case, the Consultant shall have no claims against the City except for the value of the work performed up to the date the Agreement is terminated.
- C. The City may also terminate this Agreement at any time if it is found that the Consultant has violated any material term or condition of this Agreement or that Consultant has failed to maintain workers' compensation insurance or other insurance provided for in this Agreement. In the event of such default by the Consultant, the City may give ten (10) days written notice to the Consultant of the City's intent to terminate the Agreement. Consultant shall have ten (10) days from notification to remedy the conditions constituting the default.
- D. In the event that this Agreement is terminated in accordance with paragraph C of this section, the City may take possession of any work and may complete any work by whatever means the City may select. The cost of completing said work shall be deducted from the balance which would have been due to the Consultant had the Agreement not been terminated and work completed in accordance with contract documents.
- E. The Consultant may terminate this Agreement if it is found that the City has violated any material term or condition of this Agreement. In the event of such default by the City, the Consultant shall give ten (10) days written notice to the City of the Consultant's intent to terminate the Agreement. City shall have ten (10) days from notification to remedy the conditions constituting the default.

19. TAXES

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

20. SEVERABILITY

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

21. MISCELLANEOUS HEADINGS

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

22. FURTHER ASSURANCES

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

23. COUNTERPARTS

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

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

Foth Infrastructure & Environment, LLC

CITY OF WEST DES MOINES

BY: 
Patrick P. Kueter, P.E., Director

BY: _____
Ryan T. Jacobson, City Clerk

WITNESS: 
Molly D. Long P.E., Lead Engineer

ATTACHMENT 1

SCOPE OF SERVICES

I. **BASIC SERVICES OF THE CONSULTANT**

The Consultant shall consult on a regular basis with the City to clarify and define the City's requirements for the Project and review available data. The City agrees to furnish to the Consultant full information with respect to the City's requirements, including any special or extraordinary considerations for the Project or special services needed, and also to make available pertinent existing data. The Booneville Road Bridge over Sugar Creek Replacement project is generally described as follows:

The Conceptual Design, Design Surveys and Mapping, Functional Design, Project Coordination, Preliminary Plans, Environmental Documentation, Final Plans and Specifications, Project Bidding, Construction Administration and Resident Construction Observation for the proposed replacement of the Booneville Road Bridge over Sugar Creek and associated roadway approaches (300-ft each side of bridge). The project also includes a Functional Design of Booneville Road from S. 100th Street to S. 88th Street.

This scope of services is based on the following project assumptions:

- The Consultant will utilize the conceptual horizontal and vertical alignments completed as part of the Michaels Landing and Kings Landing private developments to complete a Functional Design (FD) to finalize the Booneville Road horizontal and vertical alignment from S. 100th Street to S. 88th Street. Final deliverable for FD will be a strip map on an aerial mosaic background detailing the horizontal and vertical alignments, lane configurations, proposed contours, grading limits, and estimated easement lines.
- Proposed Sugar Creek bridge is assumed to be a three-span concrete slab or pre-stressed concrete beam structure carrying two (2) traffic lanes and two (2) sidewalks over Sugar Creek and incorporating a trail along one side of Sugar Creek.
- Booneville Road roadway approaches assumed to tie within 300-ft on each side of Sugar Creek.
- Hydraulic modelling for proposed bridge will utilize the June 25, 2015 Hydraulic Study HECRAS model for Sugar Creek.
- Project survey limits will include:
 - 500-ft east and west of Sugar Creek on Booneville Road
 - 200-ft north and south on Sugar Creek
 - Sugar Creek stream cross section necessary to complete the HECRAS modeling
 - Tie-in locations at S. 100th Street, S. 95th Street, S. 93rd Street, S. 92nd Street and S. 88th Street necessary to set Booneville Road profile.
- Environmental Services will incorporate previous completed environmental documentation. It is assumed that Threatened and Endangered Species presence and absence surveys are not included as part of this project.
- The Consultant will coordinate with the WRA Sugar Creek Channel Stabilization project and adjacent private development in the vicinity of the project limits.
- Project design to be completed in Fall 2017/Spring 2018 with construction in Summer/Fall 2018.

The scope of services to be performed by the Consultant shall be completed in accordance with generally accepted standards of practice and shall include the services to complete the following tasks:

A. Conceptual Design

Complete conceptual design for the proposed street improvement. The primary focus will be on development of the centerline horizontal alignment alternatives and order of magnitude right-of-way impacts based on a typical section and vertical profile.

The work to be performed by the Consultant under Conceptual Design phase shall consist of the following tasks:

Task 1 - Develop Design Criteria

The Consultant will develop and submit to the City design criteria to be used in developing the roadway improvements. Criteria will conform to the City and SUDAS Standards. The criteria to be addressed include:

- Functional classification and design type.
- Design speed and Regulatory speed.
- Design vehicles for intersection design.
- Widths of travel lanes, parking areas and right-of-way.
- Horizontal clearance.
- Provisions for pedestrians and/or bicycles.
- Street lighting requirements.
- Utility corridor locations.

The Consultant will prepare a brief technical memorandum documenting the proposed criteria. The memorandum will be reviewed, revised, and approved by the City prior to proceeding with subsequent tasks.

Task 2 - Traffic Review/Analysis – Task performed by City.

Task 3 - Conceptual Roadway Alignments – Task completed as part of previous private developments.

Task 4 – Bridge - Structure Conceptual Development:

The Consultant shall investigate various structural configurations for their ability to satisfy hydraulic and geometric requirements. Other factors considered include economy, aesthetic enhancements and constructability. Concepts will generally conform to Iowa Department of Transportation (Iowa DOT) standard details and design recommendations.

Task 5 – Prepare Exhibits

Exhibits will consist of aerial mosaics for the project with the major project features indicated on the aerial photograph. Include coloring, lettering, and other techniques to delineate the proposed design concepts and right of-way needs, including typical sections of the roadway. The figure will indicate possible wetlands, wetland mitigation site, right-of-way needs, property lines, property ownership, access control lines, structure limits, and new roadway improvements.

Task 6 – Conceptual Design Meetings

It is estimated that the Consultant's staff will attend one (1) meetings with the City, and others to review progress, assist in decision-making, and receive direction from the City during the conceptual design. It is understood by the parties that the Consultant will attend additional meetings as needed to complete the Project.

B. Design Surveys and Mapping

The Consultant shall perform field and office tasks required to collect additional topographic information deemed necessary to complete the project. The City shall provide aerial photographic and other available

mapping of the Project area. The specific supplemental survey tasks to be performed include the following:

Task 1 - Control Survey

Establish supplemental horizontal and vertical control for the Project area based on the City of West Des Moines permanent Horizontal and Vertical Control monuments. Each permanent control point or benchmark shall have horizontal coordinates or elevation, recovery information and monument description. Accurate descriptions of the horizontal control points and benchmarks will be created and recorded on the plan sheets.

Task 2 - Topographic Survey

Perform topographic surveys required for the development of the project. Horizontal and vertical accuracies shall be adequate to produce a map that is compatible with the topographic data for incorporation into the existing mapping.

Task 3 - Utility Survey

Perform utility surveys required for the development of the project. Contact utility owners of record or the "one call" representative, request that buried utilities be marked in the field and obtain existing utility map. Establish coordinates and elevations (if possible) for utilities that fall within the limits of the project and are visible or have been marked on the ground by the utility owner. Show utility name and describe the utility on the plans.

This task consists of field survey indicating the location of utilities within the existing right-of-way for the project. The Consultant shall field locate utility locations established by others; excavating to expose buried utilities is not part of this contract. Utilities to be surveyed include phone, gas, fiber optic, water main, overhead/underground electrical, sanitary sewer and storm sewer (including power poles, pedestals, valves and manholes). This includes establishing manhole and intake elevations for existing sanitary, storm sewers and roadway culverts.

Task 4 - Wetland Delineation Survey – Collect data points and map the perimeter of identified regulated wetlands and Water of the United States (WUS).

Task 5 - Property Ownership and Research

Research City and County records including right-of-way strip maps, subdivision plats, section corner ties, and surveys, locate existing boundary corner monuments, establish property lines, right-of-way lines, section lines, and easements, determine ownership of the properties affected by the project. Prepare a drawing with property lines, right-of-way lines, section lines, and easements within the project area as shown on the existing plats and other documents of record along with the land corner monuments and boundary corner monuments located in field. Review property ownership information from public records and add property owner names to the project mapping for public display and plan preparation purposes.

Task 6 - Right-of-Way Survey

The Consultant shall perform right-of-way surveys required for the development of the project. The right-of-way surveys shall be in-depth legal surveys for which acquisition plats are to be developed.

This task includes a thorough search of City, County and State records to review all surveys of record pertaining to the survey corridor, including County Auditor's Subdivisions Plats, original government surveys, early surveys made by County Surveyors, all irregular land survey and road establishment records. Copies of such records are to be included in the project file for future reference.

This task also includes obtaining sufficient field data to locate or establish property lines affected by the project to enable the preparation of the improvement plans. This includes locating section

corners, property pins, and visible lines of occupation such as fences, field divisions or any other lines, indicating possession. A diligent effort must be made to recover existing land corner monuments necessary to describe the right-of-way along the project corridor.

The task includes incorporation of property lines, right-of-way lines, and ownership of properties affected by the project into the base mapping for the project. The base mapping will identify the owners and approximate boundaries of all appropriate parcels within the survey limits.

Task 7 - Project Base Map

Incorporate field surveys into an electronic base map to be used for the design of the project. Incorporate property lines, right-of-way lines, and property ownership for parcels located within the project limits into the base map.

For budgetary purposes, it is assumed that four (4) parcels are within the project limits.

Task 8 - Soil-Boring Location Survey

Perform soil-boring location surveys to establish location and elevation of proposed geotechnical investigations consisting of approximately four (4) soil borings.

Task 9 – Pond Sediment Survey - Task not included.

Task 10 – Hydraulic Cross Sections and Stream Profile – Complete stream profile and cross sections upstream and downstream of proposed structure to incorporate into HECRAS hydraulic model.

Task 11 - Public Notice of Project

Prepare project notice letter for property owners directly adjacent to the project. This letter will provide a brief project description, notification of property surveys, anticipate schedule and contact information. Distribute the notice letter following the City review and approval.

C. Functional Design

Complete functional design for the street improvements based on the approved Conceptual Design. The primary focus will be on refinement of the geometric plan developed during the Conceptual Design and refine/incorporate vertical profiles, existing and propose utility locations, right-of-way requirements, and proposed property impacts.

The work to be performed by the Consultant under Function Design phase shall consist of the following tasks:

Task 1 - Develop Typical Sections

Develop typical sections for the mainline street improvements in consultation with the City. Prepare typical sections, including lane widths, curb section/type, sidewalk widths, right-of-way widths, pavement types, clear-zones and identify potential storm sewer, sanitary sewer, water main and other utility locations in the typical roadway sections.

Task 2 - Develop Functional Geometrics

Develop preliminary roadway and intersection geometrics for the project.

Task 3 - Develop Horizontal Alignments and Vertical Profiles

Utilizing preliminary geometrics; develop horizontal alignments and vertical profiles for the mainline and connecting roadways based on the Design Criteria Technical Memorandum.

Task 4 – Hydrologic/Hydraulic Investigations of Sugar Creek

The Consultant will coordinate hydraulic design criteria and analysis with the Federal Emergency Management Agency (FEMA), the Iowa Department of Natural Resources (IDNR) and the US

Army Corps of Engineers (USCOE) pursuant to issuance of a floodplain development permit and Nationwide 404 Permit.

The Consultant will obtain existing hydrologic data from the United States Geological Services (USGS), USCOE and IDNR as applicable to the Project. Specifically, design discharges for floods with recurrence intervals of 10, 25, 50, 100, and 500 years shall be obtained from existing published resources and used for the hydraulic design of the Project stream crossing. The Consultant will not develop new hydrologic data for the Project.

The Consultant will perform hydraulic analysis to identify minimum required bridge waterway area; impacts to existing flood profiles and flood; bridge foundation scour depths; and scour countermeasures as necessary. An existing HEC model for Sugar Creek is not available from FEMA or its contractors. Therefore, a HEC-RAS Water Surface Profile will be generated for Sugar Creek in the immediate vicinity of the project.

Task 5 – Water Main Design – Task not used.

Task 6 – Sanitary Sewer Design – Task not used.

Task 7 – Prepare Functional Design Plans

Based on functional design task, prepare functional level plans depicting proposed grading, drainage, paving, utility relocation, and other features of the project. The functional plans will include but not be limited to the following:

Title and General Information Sheets (A Sheets)

Assemble preliminary title and general information sheets. The preliminary title sheets will include the following: Index of Sheets, Legend, Location Map, Project Number, Design Traffic data.

Typical Cross Sections (B Sheets)

Develop and assemble typical cross sections to be used for the proposed improvements as well as a preliminary determination of the limits that each Typical Section will apply. The typical cross sections will include but not be limited to the proposed grading, drainage and paving improvements.

Plan and Profiles (D and E Sheets)

Develop functional plan and profile sheets that show the existing topography along with the proposed improvements based on the survey or the office relocation centerline. Proposed Right-of-Way and Construction Easement limits based on the catch point lines will be shown. Included will be the necessary CADD work to show the preliminary design features for the proposed improvements. The scale of these sheets will be 1"=50'.

Traffic Control and Staging (J Sheets)

Develop high-level staging plan that maintains local access and accommodates other Capital Improvement Plans in the vicinity of this project.

Roadway Lighting Photometric Plan (P Sheets) – Task not used.

Intersection Geometrics Truck Turning Movements (TM Sheets) – Task not used

Detailed Cross Sections (W, X, Y Sheets)

Develop and assemble detailed cross sections (50' increments) to illustrate typical conditions, drainage designs, and non-typical conditions as needed for guidance during design, review, and quantity estimating purposes.

Task 8 - Functional Plan Field Review

Prepare materials for a field exam, participation in the field exam, and reviewing results of the field exam with the City.

Task 9 - Utility Research

The Consultant will meet with the utility companies, including City utilities for information within the project corridor regarding transmission, distribution and service laterals. This includes information related to existing facilities and facilities planned for construction during the proposed improvements.

Task 10 – Functional Budget Review

Prepare opinion of probable construction cost for the project and compare the cost to the City's current Project budget. Make recommendations pertaining to modifications to the Project if necessary to address budgetary concerns. Cost estimates shall be based on representative major project elements and recent bid information. Detailed quantity takeoffs will not be developed for the preliminary cost estimate.

Task 11 – Functional Design Meetings

It is estimated that the Consultant's staff will attend one (1) meetings with the City, and others to review progress, assist in decision-making, and receive direction from the City during the functional design phase. It is understood by the parties that the Consultant will attend additional meetings as needed to complete the Project.

The City will review the functional design plans. Suggested revisions or design modifications would be addressed in the preliminary design phase. A brief memorandum with supporting marked-up plan sets will serve to document completion of this task and acknowledgement of design changes to be executed in preliminary design phase.

D. Project Coordination

The Consultant will complete the following project coordination as part of Functional Design.

Task 1 - Maintain/Update Mailing List

The Consultant will maintain the project mailing list and update it as needed to include all local officials, agencies and interested parties. The City will provide the initial list of interested parties.

Task 2 - Project Newsletters – Task not used.

Task 3 - Public Information Meetings – Task not used.

Task 4 - Individual Property Owner Meetings

Conduct meetings with individual property owners to discuss the specifics of the project (access issues, changes in circulation, potential right-of-way needs, and other issues) as it relates to their specific parcel. Obtain information regarding any issues the property owner feels is important, and solicit input regarding their expectations about the project. The information gathered at this time will be used in developing the project documents and potential right-of-way negotiations.

For budgetary purposes, it is anticipated that two (2) meeting(s) with four (4) individual property owners for estimating purposes.

Task 5 – Design Utility Coordination Meetings

The Consultant will conduct meetings with individual utility companies to address specific conflicts. It is anticipated that there will be two (2) meetings with representatives of the various

utility companies. The first will be to advise of the nature and extent of the improvements and any potential conflicts with existing or proposed utility systems, and the second will be preliminary/final design review and coordination meetings.

Task 6 - Periodic Meetings with Local Elected Officials - Task performed by City.

Task 7 - Project Management

The project manager for the Consultant will be responsible for bi-weekly progress reporting, minutes of meetings, interoffice memoranda, and invoicing. This task also includes scheduling of staff, coordinating with Sub-Consultants, review of progress, and senior review of deliverables. For estimating purposes, it is assumed that the project duration will be twelve (12) months.

E. Preliminary Plans

The Consultant will perform preliminary design services in the preparation of design plans and specifications depicting the proposed grading, drainage, paving, signing, utility relocation, and other features of the project. The preliminary plans will include but not be limited to the following tasks:

Task 1 - Title and General Information Sheets (A Sheets)

This task consists of assembling the preliminary title and general information sheets. The preliminary title sheets will include the following: Index of Sheets, Legend, Location Map, Project Number, Design Traffic data.

Task 2 - Preliminary Typical Cross Sections (B Sheets)

This task consists of assembling the Typical Cross Sections to be used for the proposed improvements as well as a preliminary determination of the limits that each Typical Section will apply. The Typical Cross Sections will include but not be limited to typical sections for the proposed grading, drainage and paving improvements.

Task 3 - Preliminary Estimate of Quantities (C sheets)

This task consists of a preliminary determination of the bid items to be included in the project, along with an estimate of quantities for each item.

Task 4 - Preliminary Plan and Profiles (D and E Sheets)

This task consists of the development of preliminary plan and profile sheets that will show the existing topography along with the proposed improvements based on the survey or the office relocation centerline. Proposed Right-of-Way and Construction Easement limits based on the catch point lines will be shown. Included will be the necessary CADD work to show the preliminary design features for the proposed improvements. The scale of these sheets will be 1"=50'.

Task 5 - Reference Ties and Bench Marks (G Sheets)

This task consists of assembling reference ties to the plan control points and the benchmark data used to develop the plans and to be preserved throughout construction of the project. This task also includes preserving any Government Corners that are found in the vicinity of the proposed construction.

Task 6 - Preliminary Traffic Control, Staging, Pavement Markings and Traffic Signing (J Sheets)

Develop suitable plan for construction scheduling and staging of the Project and for traffic control measures to be implemented during construction. Staging plan shall include provisions for maintaining access to adjacent properties during construction. For estimating purposes, it is assumed that the roadway will be closed during construction and a single detour plan will be implemented.

Develop pavement marking and traffic signing plans to be placed into service following construction. The traffic control devices, procedures, and layouts shall be as per the Manual on Uniform Traffic Control Devices (MUTCD).

Task 7 - Preliminary Intersection Geometrics (L Sheets) – Task not used.

Task 8 - Preliminary Storm Drainage Design (M Sheets) – Task not used.

Task 9 - Traffic Signal Design (N Sheets) – Task not used.

Task 10 - Roadway Lighting Photometric Plan (P Sheets) – Task not used.

Task 11 - Preliminary Sanitary Sewer and Water Main Design (R Sheets) – Task not used.

Task 12 - Accessible Curb Ramp Design (S Sheets) – Task not used.

Task 13 - Preliminary Special Construction Details (U Sheets)

This task consists of preliminary design and drafting associated with special project details.

Task 14 - Bridge Type, Size and Location (TS&L) Plans (V Sheets)

Prepare 1"=40' scale plat Type, Size, and Location (TS&L) plans for the proposed bridge. Includes a Situation Plan and a General Elevation consisting of a longitudinal section along the roadway centerline for the bridge structure. Show roadway curve and profile data, hydraulic data, and traffic data. Submit a roadway Plan and Profile Sheet with the TS&L. TS&L plans shall be prepared in accordance with Iowa DOT, IDNR, USCOE, and FEMA to facilitate preliminary agency review and approval.

The task assumes standard bridge geometrics, Iowa DOT design criteria and standard construction techniques.

Task 15 - Detailed Cross Sections (W, X, Y Sheets)

This task consists of the design and drafting associated with the assembly of detailed cross sections (50' increments) to illustrate typical conditions, drainage designs, and non-typical conditions as needed for guidance during design, review, and quantity estimating purposes.

Task 16 - Soil Borings (Subconsultant Allender Butzke Engineers, Inc.)

This task consists of securing a subsurface exploration based on preliminary alignments and profiles of the proposed improvements. The soil borings will be completed after the proposed roadway alignment has been selected. This task includes mobilization of truck mounted drilling equipment, traffic control, utility locations (Iowa One Call), drill and sample four (4) bridge borings 55 feet deep, laboratory testing, engineering analysis, and written report. Engineering analysis shall include Iowa DOT LRFD soil design parameter and abutment slope stability.

Task 17 - Preliminary Field Review

This task consists of the preparation of materials for a field exam, participation in the field exam, and reviewing results of the field exam with the City.

Task 18 - Acquisition Plats

Prepare acquisition plats and legal descriptions for property to be acquired for the Project and perform land corner and lot surveys as needed for the preparation of the acquisition plats and legal descriptions for each parcel. Said plats and legal descriptions shall comply with requirements of the Iowa Code and shall be prepared by or under the direct supervision of a licensed land surveyor under the laws of the State of Iowa. For Estimating purposes, the following numbers of plats are assumed:

Permanent (Fee Title) Right-of-Way Acquisition Plat	1
Temporary Construction Easement	4
Permanent Easements	
Sanitary Sewer Easement	0
Water Main Easement	0
Storm Sewer Easement	0
Overland Flowage Easement	1

This task also consists of staking the easement locations for purposes of right-of-way negotiations. The staking survey includes the marking of key easement location points in order to visualize the locations in the field and shall also include marking of existing property lines locations. For the purpose of this agreement, all permanent and temporary easements will be staked one (1) time.

Task 19 - Preliminary Design Review Meetings

It is estimated that the Consultant's staff will attend one (1) meetings with the City, and others to review progress, assist in decision-making, and receive direction from the City during the preliminary design phase. It is understood by the parties that the Consultant will attend additional meetings as needed to complete the Project.

Task 20 - Quality Control

Involve ongoing quality control input from the Project Team and the design engineer's senior technical staff throughout the development of preliminary plans. The design engineer is responsible for making specific recommendations and ensuring that critical issues are discussed and resolved prior to submittal of the preliminary plan set to the Project Team.

Review the preliminary engineering plan set for technical accuracy, as well as for general constructability and conformance with the project design criteria.

F. Environmental Documentation

Task 1. Wetlands and WUS Delineation and Permitting

Prior to performing the delineation, the Consultant will review any previous delineation studies that has been collected in the project area. Perform wetland and Waters of the U.S. (WUS) delineations of the proposed project site. The delineation will use mandatory technical criteria, field indicators, and other sources of information to assess whether the project area has jurisdictional wetlands or WUS. The classification will be performed by an experienced biologist, environmental engineer, or environmental scientist. If wetlands are present, the upper boundaries within the project area will be identified. WUS will also be identified and mapped during the delineation.

Delineation methods generally follow the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Midwest Region (2010) and the Federal Manual for Identifying and Delineating Jurisdictional Wetlands (1987). Jurisdictional wetlands generally have three essential characteristics: hydrophilic vegetation, hydric soils, and wetland hydrology. The following tasks are included:

Delineation:

- Assemble application information (i.e., aerial maps, soil classifications, site hydrology, vegetation type, etc.).
- Perform on-site visit to gather data pertaining to the hydrophytic vegetation community, surface hydrology, and hydric soil characteristics. The following

items will be performed at discrete data point locations within suspect wetland areas on-site.

- Assess each stratum of vegetation (i.e., trees, saplings/shrubs, herbs, and woody vines). Vegetation will be classified by Genus species and dominance will be assessed.
- Classify soil types and evaluate hydric soil indicators using a shallow soil probe or tile spade.
- Observe site characteristics for wetland hydrology indicators.
- If wetlands are identified, map locations and boundaries of delineated wetlands.
- Prepare maps showing the delineated wetland and WUS area(s).
- Submit a Wetland and Waters of the U.S. Delineation Report containing the applicable data, wetland jurisdictional rationale, and proposed project information.

If wetland or WUS impacts are proposed, the following additional tasks will be performed as necessary to address USACE requirements. These tasks will not be initiated without prior approval from the City.

Mitigation Plan and Section 404 Permit Application

Prepare and submit a Section 404 Permit Application containing the applicable data, wetland jurisdictional rationale, and proposed project information to the United States Army Corps Engineers (USACE), Iowa Department of Natural Resources (IDNR) Flood Plain Section, and IDNR Sovereign Lands Section. A Mitigation Plan will be developed to address Section 404 permitting requirements. The proposed scope of work for the mitigation plan will consist of phone discussions with regulatory entities and development of a plan for wetland replacement or enhancement. The Mitigation Plan will summarize each wetland and WUS area that will be impacted by the project based on the findings in our Wetland Delineation Report and the proposed site layout plan for the project. The mitigation plan will include a discussion of the functions and values of the delineated wetlands compared to the anticipated functions and goals of the mitigation site.

During the preparation of the Mitigation Plan, coordinate with the USACE to assess what mitigation measures will be required based on the proposed impacts. For the purpose of this Scope of Services, it is assumed that the wetlands will be mitigated at the Voas or McCorkle Wetland Mitigation Banks. The Consultant will coordinate with the bank regarding the purchase of credits for emergent and wet meadow wetland impacts. Note that the Wetland Mitigation Banks do not offer credits for forested or shrub/scrub wetland impacts or for WUS mitigation. The USACE may require onsite trees plantings and/or WUS mitigation measures to offset potential impacts from the proposed project.

The City shall understand that the Consultant cannot guarantee that the USACE or other relevant governmental agencies will ultimately approve the prepared application, since such authorization is beyond their control.

Alternative Analysis

If an Individual Permit will be required for the project, the USACE will require an Alternative Analysis for the project in addition to the Mitigation Plan. The Consultant will prepare an Alternative Report that will include the following discussions:

- Project Purpose
- Project Need
- Alternate Site Analysis
- Avoidance of Impact
- Minimization of Impact
- Compensatory Mitigation

The Alternative Analysis will be based on the Memorandum of Agreement (MOA) between the Environmental Protection Agency (EPA) and the Department of the Army concerning the Determination of Mitigation Under the Clean Water Act Section 404(b)(1) Guidelines, dated February 6, 1990. As indicated in the MOA, when evaluating 404 permit applications, the USACE follows the steps listed below:

- Determines that potential impacts have been avoided to the maximum extent practicable;
- Determines that the remaining unavoidable impacts will then be mitigated to the extent appropriate and practicable; and
- Compensates for aquatic resource values.

Following submittal of the Alternatives Analysis, coordinate with the USACE to facilitate issuance of the Section 404 Permit. If an Alternate Analysis is required, the City will need to provide background and supporting information, such as alternate alignments evaluated, traffic studies, comprehensive plans, or demographic information.

Limited Phase I Cultural Resource Survey (Tallgrass Historians L.C. – DBE)

If Section 404 Permitting is required, the Consultant will retain a subconsultant to perform a limited/cursory archeological review for submittal to the State Historical Preservation Office (SHPO) during the permitting process. The task does not include Phase I Cultural Resource surveys of an off-site mitigation site is selected or Phase II archeological investigations at the project site.

Threatened and Endangered Habitat Assessment:

As part of the permitting process, the Consultant will contact the IDNR regarding potential Threatened and Endangered (T&E) species that may be affected by the project.

According to the U.S. Fish and Wildlife Service (FWS) database, the following T&E species may exist in Dallas County where the project area is located: Prairie bush-clover (*Lespedeza leptostachya*), Western prairie fringed orchid (*Platanthera praeclara*), Northern long-eared bat (*Myotis septentrionalis*), Indiana bat (*Myotis sodalis*), and Topeka shiner (*Notropis topeka*) (<http://www.fws.gov/endangered/>).

The Consultant will perform a field review of the project area to evaluate whether suitable habitat for the listed T&E species is present. The Consultant will consult with the IDNR and FWS regarding whether Sugar Creek is suitable habitat for the Topeka shiner. We will evaluate whether portions of the project area appear to be native prairie or wetland areas, which would be potential habitat for the prairie bush clover and western prairie fringed orchid. The Consultant will evaluate whether the trees within the project area may be suitable habitat for the Indiana bat and/or northern long-eared bat based on the FWS 2015 Range-Wide Indiana Bat Summer Survey Guidelines (April 2015). The Consultant will perform an Initial Project Screening, as described in the guidance. Following the field assessment, prepare a report summarizing findings.

If suitable habitat is observed for any of the identified T&E species, additional studies, such as mist netting, acoustic surveys, emergence surveys, fish surveys, or botanical surveys, may be needed.

G. Final Plans and Specifications

Based upon approved preliminary design, field exam, and public informational meeting, the Consultant shall subsequently proceed with final design, contract drawings, specifications and opinion of probable construction costs for the award of a single Contract for the construction of the proposed improvements. The work tasks to be performed include the following:

Task 1 - Final Plans

The Consultant shall provide the City with the following deliverables:

Final Title Sheets (A Sheets)

This item consists of finalizing the title sheet. The title sheets will include the following: Index of Sheets, Legend, Location Map, Project Number and Design Traffic Data.

Final Typical Sections (B Sheets)

This item consists of final design and drafting of typical cross sections and standard details to be utilized for the improvements.

Final Quantities (C Sheets)

This item consists of final bid items to be included in the Project, as well as final quantity tabulations, and the development of the general notes and estimate reference information. This item also includes the final design and drafting of erosion control measures to be provided on the Project.

Final Plan and Profiles (D and E Sheets)

This item consists of the final design and drafting of roadway plan and profile sheets, including the detail information required for plan approvals, permitting, and construction of the proposed improvements. This task also consists of the final design and drafting for the installation of new utilities and utility adjustments that can be determined from coordination with the utility companies at the time of design.

Traffic Control, Staging and Pavement Markings (J Sheets)

This item consists of final design and drafting of the traffic control, staging and permanent pavement marking plans. It is assumed that the City will layout and install and install the permanent signing for the Project.

Final Geometric Staking, Jointing, and Edge Profiles (L Sheets)

This item consists of the final design and drafting of jointing details, spot elevations, and geometric layouts for all non- typical pavement areas.

Final Design of Storm Drainage Systems (M Sheets) – Task not used.

Final Traffic Signal Design (N Sheets) – Task not used.

Roadway Lighting Plans (P Sheets) – Task not used.

Final Sanitary Sewer and Water Main Plan and Profiles (R Sheets) – Task not used.

Accessible Curb Ramp Design (S Sheets) – Task not used.

Final Soils Design (T Sheets)

This task consists of final design and drafting of the soils information and earthwork quantities.

Final Construction Details (U Sheets)

This item consists of the final design and drafting of special project details not covered in other items. Included are such items as special grading details, channel grading, culvert details not included in the standard drawings, special storm sewer or manhole details not included in the standard drawings, special paving details, and other required miscellaneous details found to be required for completion of the project.

Final Bridge Plans (V Sheets)

Final bridge design will be prepared for the Booneville Road Bridge over Sugar Creek. Design will not begin until after acceptance of the preliminary roadway alignment. Design may begin prior to agency approval of the bridge TS&L plans.

Coordination with Reviewing Agencies: The Consultant will maintain communications with the USCOE, IDNR, and other agency as necessary to discuss and resolve specific design elements of the project. The Engineer will prepare minutes of meetings and keep documentation of other communications.

Structural Analysis (Calculations): The Consultant will determine final member sizes, required reinforcing steel, and connection details for the final plans, based on the approved preliminary plans. Design shall be in accordance with the AASHTO Load and Resistance Factor Design (LRFD) Bridge Design Specifications, current edition at the time the design contract is executed, plus current interim specifications. Live load for the bridge design will be HL93 loading plus pedestrian loading when applicable.

Final Plan Development: The Consultant will compile plan sheets, specifications, detailed quantities, and standard detail designs for submittal at various milestone points. Special detail designs in regards to aesthetic treatments to structures are not anticipated and are not considered part of this Scope of Services.

Quantity Calculations: The Consultant will identify the required bridge unit bid items and calculate quantities for each in accordance with the Iowa DOT Standard Specifications.

Final Design Cross-Sections (W Sheets)

This item consists of the final design and drafting of individual cross sections for the project. Cross sections will be designed and drawn at 50-foot maximum intervals, with additional cross-sections included as necessary. Cross sections will show the existing ground elevations as well as the final project grading, including fore slope and back slope information, special sub-grade treatments, ditches, pavement replacement, and other pertinent information.

Task 2 - Project Permitting

The Consultant will assist the City in preparing applications for permits from governmental authorities that have jurisdiction to approve the design of the project and participate in consultations with such authorities, as necessary. The Consultant shall prepare the following documents for the project:

- Iowa DNR Floodplain Development Permit
- Iowa DNR NPDES Stormwater Discharge Permit and Notice of Publication
- City of West Des Moines Local Floodplain Development Permit

Any fees for construction permits, licenses or other costs associated with permits and approvals shall be the responsibility of the City. The Consultant shall provide technical criteria, written descriptions and design data for the City's use in filing the applications for permits. The Consultant shall prepare the permit applications and other documentation.

Task 3 - Project Manual

This task consists of providing a Project Manual for the Project, including Notice of Hearing and Letting, Instruction to Bidders, Bid Forms, Bond Forms, Agreement Forms, General Conditions of the Construction Contract, Supplementary General Conditions, and Detailed Construction Specifications.

Task 4 - Opinion of Probable Construction Cost

The Consultant shall prepare a preliminary Opinion of Probable Construction Cost for the Project. An updated Opinion of Probable Construction Cost shall be prepared at the time of completion of the plans and specifications. The Opinion of Probable Construction Cost is intended for the use of the City in financing the Project.

Task 5 - Final Design Meetings

It is estimated that the Consultant's staff will attend one (1) meetings with the City, and others to review progress, assist in decision-making, and receive direction from the City. It is understood by the parties that the Consultant will attend additional meetings as needed to complete the Project.

Task 6 – Final Quality Control

Involve ongoing quality control input from the Project Team and the design engineer's senior technical staff throughout the development of final plans. The design engineer is responsible for making specific recommendations and ensuring that critical issues are discussed and resolved prior to submittal of the final plan set.

Review the final engineering plan set for technical accuracy, as well as for general constructability and conformance with the project design criteria.

H. Project Bidding Phase

The Consultant will coordinate and manage the letting process for the project. For estimating purposes, one (1) letting has been included as part of this task. The work tasks to be performed or coordinated by the Consultant shall include the following:

Task 1 - Printing of Plans and Specifications

This task consists of printing and handling of the Plans and Specifications. For budget purposes it is estimated that seventy-five (75) half-size (11"x17") plan sets and specifications will be duplicated and assembled by the Consultant. This task also includes dissemination of the contract documents and maintaining a plan holders list during the bidding phase.

Task 2 - Notice of Project

The Consultant shall prepare of the formal Notice of Hearing and Letting. The City shall handle publication of the Notice of Hearing and Letting. The Consultant shall also prepare and disseminate an informal notice to contractors concerning the upcoming Project.

Task 3 - Plan Clarification and Addenda

The Consultant shall be available to answer questions from contractors prior to the letting and shall issue addenda as appropriate to interpret, clarify or expend the bidding documents.

Task 4 - Letting, Bid Tabs, and Award Recommendation

The Consultant shall be a representative present when the bids and proposals are opened, shall make tabulations of bid for the Owner, shall advise the Owner on the responsiveness of the bidders and assist the Owner in making the award of contract, including preparation of necessary contract documents.

I. Construction Administration

Construction administration services shall consist of office based services to assist the City in implementing the construction contract for this project. The work tasks to be performed by the Consultant shall include:

Task 1 - Pre-construction Meeting

The Consultant shall conduct a pre-construction meeting after award of construction contract for the City's Contractor, subcontractors, utility companies, and other interested parties.

Task 2 - Shop Drawings

The Consultant shall review shop drawings, samples, and other data which the Contractor is required to submit, but only for conformance with design concept of the Project and conformance with the information given in the contract documents. The Consultant shall evaluate and determine the acceptability of substitute materials and equipment proposed by the Contractor. The Consultant shall have authority to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testing, and approvals required.

Task 3 - Site Visits

In connection with observations of the Contractor's work while it is in progress:

- a. The Consultant shall make visits to the site at intervals appropriate to the various stages of construction as the Consultant deems necessary (estimated to be one site visit per month minimum, with up to weekly visits during peak construction activity periods) in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of the Contractor's work. Based on information obtained during such visits and on such observations, the Consultant shall determine, in general, if such work is proceeding in accordance with the Plans, and the Consultant shall keep the City informed of the progress of the work.
- b. The purpose of the Consultant's visits to the site will be to enable the Consultant to better carry out his duties and responsibilities during the construction phase and, in addition, by exercise of the Consultant's efforts as an experienced and qualified design professional, to provide for the City a greater degree of confidence that the completed work of the Contractor will conform to the Plans, and that the integrity of the design concept as reflected in the Plans has been implemented and preserved by the Contractor.
- c. The Consultant shall not during such visits supervise, direct, or have control over the Contractor's work, nor shall the Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by the Contractor for safety precautions and programs incident to the work or for any failure of the Contractor to comply with laws, rules, regulations, ordinances, codes, or orders applicable to the Contractor furnishing and performing his work.
- d. During such visits, the Consultant may disapprove of or reject the Contractor's work while it is in progress if the Consultant believes that such work will not produce a completed Project that conforms to the Plans, or that it will prejudice the integrity of the design concept of the Project as reflected in the Plans.

Task 4 - Change Orders

The Consultant shall issue necessary interpretations and clarifications of the Plans, and in connection therewith, prepare change orders as required.

Task 5 - Record Drawings

This task consists of preparation of construction record drawings defining the actual location of improvements and fixtures. The Consultant shall prepare record drawings showing those changes made during construction, based on the marked-up drawings and other data furnished by the Contractor and the Resident Construction Observer. The Consultant shall provide the City with one (1) reproducible copy of the record drawings.

Task 6 - Monumentation of Permanent Right-of-Way Acquisitions

This task consists of monumentation of the permanent right-of-way acquired as part of this project which will be performed upon completion of construction of the proposed improvements. The monumentation shall comply with requirements of the Iowa Code and shall be performed by or under the direct supervision of a duly licensed land surveyor under the laws of the State of Iowa.

This task does not include monumentation of any existing right-of-way pins that are disturbed during construction activities.

Task 7 – Limited Environmental Construction Review and As-Built Observations
Task not used.

II. RESIDENT CONSULTING SERVICES.

A. Resident Construction Observation

Only upon written authorization to proceed by the City to the Consultant, the work to be performed under this phase of the Project shall include frequent resident observation of the construction work in addition to that included under I. Basic Services of Consultant, Paragraph I. Construction Administration. The Consultant shall determine the amounts owing to the Contractor and recommend, in writing, payments to the Contractor in such amounts. Such recommendations of payment will constitute a representation to the City, based on such observations and review that the work progressed to the point indicated, and that to the best of the Consultant's knowledge, information, and belief, quality of such work is generally in accordance with the Plans. In the case of unit-price work, the Consultant's recommendation of payment will include final determinations of the quantities and classifications of such work.

This phase consists of coordinating field-testing of construction materials incorporated into the project with the City's independent testing consultant. Preparing written reports that document compliance or non-compliance of construction materials. Also included is observing the performance of construction work and advising the Contractor and the city of non-complying work or materials incorporated into the project.

For budget purposes, it is assumed that the construction period will be six (6) months in year 2018 and that one part-time staff member of the Consultant will be available for the construction observation services on this project. The above construction period estimate includes a maximum of 624 hours of construction observation. In the event the construction period exceeds the contract working day or unanticipated conditions require construction observation in excess of 624 hours, the Consultant shall notify the City as it approaches this limit and determine the additional effort to complete the project. The Consultant and City shall work to develop a mutual resolution for the remaining effort.

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.) Real Estate Acquisition Services
- 2.) Phase II Environmental Services
- 3.) Contaminated Soils Investigations
- 4.) Traffic Signal Design
- 5.) Retaining Wall Structural Design
- 6.) Street Lighting Circuit Design
- 7.) Streetscape Design
- 8.) Subsurface Utility Investigations
- 9.) Construction Survey
- 10.) Construction Period Testing Services

ATTACHMENT 2

PROJECT SCHEDULE

The time of completion of the design and engineering services under this Agreement shall be as follows:

I. Basic Services of the Consultant

A. Anticipated Contract Approval	September 2017
B. Concept Development	October 2017
C. Functional Design	November 2017
D. Design Surveys and Mapping	October – November 2017
E. Preliminary Plans	December 2017 – January 2018
F. Final Plans and Specifications	February 2018
G. Project Letting	March – April 2018
H. Construction Administration	May – September 2018

II. Resident Engineering

May – September 2018

ATTACHMENT 3

SCHEDULE OF FEES

FOTH INFRASTRUCTURE AND ENVIRONMENT, L.L.C 2017 STANDARD HOURLY RATE SCHEDULE

CLASSIFICATION HOURLY RATE

Project Director	\$186.00
Project Manager	\$158.00-\$181.00
Project Scientist	\$168.00
Project Advisor	\$169.00
Technical Director	\$186.00
Lead Technical Engineer	\$172.00
Project Engineer	\$130.00-\$158.00
Staff Engineer	\$106.00-\$128.00
Lead Technician	\$130.00
Engineering Technician	\$98.00-\$123.00
CAD Technician	\$85.00
Construction Manager	\$149.00
Lead Field Technician	\$123.00
Field Technician	\$71.00-\$106.00
Land Surveyor	\$153.00
Project Administrator	\$75.00-\$95.00
Administrative Assistant	\$60.00

REIMBURSABLE EXPENSES

1. All materials and supplies used in the performance of work on this project will be billed at cost plus 10%.
2. Auto mileage will be reimbursed per the standard mileage reimbursement established by the Internal Revenue Service. Service vehicle mileage will be reimbursed on the basis of \$0.88 per mile.
3. Charges for outside services such as soils and materials testing, fiscal, legal will be billed at their invoice cost plus 15%.
4. All other direct expenses will be invoiced at cost plus 10%.

ADJUSTMENTS TO FEE SCHEDULE

1. Fee schedule effective January 1, 2017. Rates subject to change annually on January 1.

CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

DATE: September 18, 2017

ITEM:

Resolution - Approving Professional Services Agreement
Grand Avenue Stormwater Pumps

FINANCIAL IMPACT:

The cost of the Professional Services Agreement associated with the design of this project is anticipated not to exceed \$48,300.00 for Basic Services. In addition, the cost for performing Resident Consultant Services will not exceed \$8,650.00. 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 Fees.

BACKGROUND:

Approval of this action authorizes Foth Infrastructure & Environment to perform the professional services necessary for the construction of an access drive and stormwater pump pad near the drainage channel along the north side of Grand Avenue just west of the Raccoon River Regional Park Entrance. The stormwater pump pad is expected to accommodate multiple new tractor PTO-driven stormwater pumps during times when the Raccoon River is in flood condition and the water levels in the detention basin on the north side of Grand within The Preserve on Grand development are elevated or expected to be elevated. New 20" pump discharge piping was constructed under Grand Avenue when it was reconstructed in anticipation of this stormwater pump station.

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 Grand Avenue Stormwater Pumps.

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

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>JSW</i>
Agenda Acceptance	<i>K</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:

**Grand Avenue Stormwater Pumps
Project No. 0510-073-2017**

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 Foth Infrastructure & Environment, LLC, and,

WHEREAS, the Engineering Services Department has obtained a written proposal from Foth Infrastructure & Environment, LLC to do the work requested, which estimates the following cost to the City of West Des Moines;

Basic Services of the Consultant	\$48,300.00
Resident Consultant Services	<u>\$ 8,650.00</u>
Total	\$56,950.00

therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA, that Foth Infrastructure & Environment, LLC 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 Foth Infrastructure & Environment, LLC for the cost indicated above as payment by the City of West Des Moines for the services indicated.

PASSED AND APPROVED on this 18th day of September, 2017.

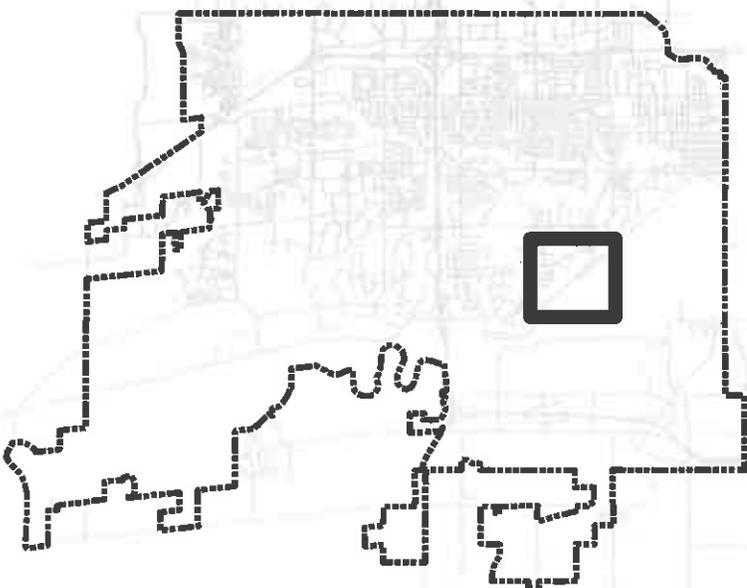
Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk



VICINITY MAP



LEGEND

PROJECT LOCATION



PROJECT:

Grand Valley Stormwater Pumps

LOCATION:

Grand Avenue West of Park Entrance

DRAWN BY: JDR

DATE: 8/7/2017

PROJECT NUMBER: 0510-073-2017
SUBDIVISION NAME:

SHT. 1 of 1

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This Agreement is made and entered into this _____ day of September, 2017, by and between the CITY OF WEST DES MOINES, a municipal corporation, hereinafter referred to as "City", and FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC, (Fed. I.D. #20-5814224), a limited liability company 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 GRAND AVENUE STORMWATER PUMPS (Project No. 0510-073-2017) 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	\$ 48,300.00
II. Resident Consultant Services	<u>\$ 8,650.00</u>
Total	\$ 56,950.00

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: Foth Infrastructure and Environment, LLC
Attn: Patrick P. Kueter, PE - Director
Address: 8191 Birchwood Court, Suite L
City, State: Johnston, IA 50131

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.

Foth Infrastructure and Environment, LLC
Foth Project No. 17W056.01

Grand Avenue Stormwater Pumps
City Project Number: 0510-073-2017
West Des Moines, Iowa

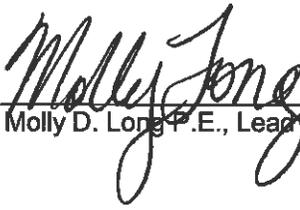
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers or agents on the day and year first above written.

FOTH INFRASTRUCTURE & ENVIRONMENT, LLC

CITY OF WEST DES MOINES

BY: 
Patrick P. Kueter, P.E. Director

BY: _____
Ryan T. Jacobson, City Clerk

WITNESS: 
Molly D. Long P.E., Lead Engineer

ATTACHMENT 1

SCOPE OF SERVICES

I. **BASIC SERVICES OF THE CONSULTANT**

The Consultant shall consult on a regular basis with the City to clarify and define the City's requirements for the Project and review available data. The City agrees to furnish to the Consultant full information with respect to the City's requirements, including any special or extraordinary considerations for the Project or special services needed, and also to make available pertinent existing data. The project is generally described as follows:

The Limited Conceptual Design Development, Design Surveys and Mapping, Project Coordination, Preliminary Design, Final Plans and Specifications, Project Bidding, Construction Administration, and Resident Construction Observation for the proposed Grand Avenue Stormwater Pumps. This scope of services is based on the following project assumptions:

- The Project will utilize the hydrologic models developed as part of Grand Avenue Phase 5 and new models will not be required.
- Project will update the Grand Phase 5 hydraulic models to reflect the revised private development detention basin configuration for The Preserve on Grand.
- Assumed pump configuration to be accomplished with trailer mounted pumps (Crisafulli) and shall provide a level of protection for the determined rainfall event.
- Project will include design of a paved access from Grand Avenue to the base of the detention basin.
- The project does not require additional Permanent Easement and Temporary Construction Easements for construction.

The scope of services to be performed by the Consultant shall be completed in accordance with generally accepted standards of practice and shall include the services to complete the following tasks:

A. **LIMITED CONCEPTUAL DESIGN DEVELOPMENT**

This task consists of preparation of conceptual design for the proposed improvements. Primary focus will be on site access and hydraulic modeling. The conceptual plans will consist of a design exhibit used as a reference to prepare preliminary and final plans for the proposed improvements. The City shall review the conceptual plan. Suggested revisions or design modifications will be addressed during the preliminary design phase. Specific tasks included in the Concept Development include:

Task 1. Conceptual Site Design

The Consultant will use the Grand Avenue Phase 5 design to complete a concept layout for access to the proposed detention pond completed as part of The Preserve on Grand. The site layout will identify detention pond access, circulation during construction and grading limitations. The purpose of this phase is to determine the general project requirements. For estimating purposes it is assumed that a maximum of two (2) conceptual alternatives will be developed.

Task 2. Hydraulic Modeling and Alternatives Analysis

The Consultant will update the previously developed hydrologic models completed as part of the Grand Avenue Phase 5 Project with the as-built survey of the detention pond. The Consultant will rerun the model analysis to evaluate conveyance requirements for recurrence intervals of 10, 50 and 100 years.

Stormwater pumping alternatives and configurations will be evaluated to optimize the design.

Task 3. Alternatives Recommendation and Design Report

A recommendation of alternatives with cost estimates will be prepared for review prior to preparation final construction drawings.

The report shall include the following sections as outlined by the guide:

- a) Introduction
- b) Site Characteristics
- c) Post-Development Runoff Analysis
- d) Stormwater Conveyance Design
- e) Stormwater Facilities Design
- f) References
- g) Appendices

Task 4. Preparation of Operation and Maintenance/Flood Management Action Plan

Develop an Operation and Maintenance/Flood Management Action Plan for the procedures and practices for stormwater pumping. The Flood Management plan shall include the following sections:

- a) Introduction
- b) Responsibilities
- c) Inundation Maps
- d) Flood Management Conditions
- e) Flood Response Actions
 - o Pumping Scenarios for given rainfall event
 - o Installations of Grand Avenue Phase 5 Box Culvert Stop Logs
- f) Preventative Actions to be Taken
- g) Flood Supplies and Resources

Task 5. Reconnaissance Field Exam

A reconnaissance field exam will be held to field review the proposed stormwater pump concept. The initial engineering layout(s) will be shown on a strip map. Recommended revisions will be incorporated into the preliminary design and the subsequent project plans.

Task 6. Opinion of Probable Construction Cost - Conceptual

Prepare an opinion of probable construction cost for the project. Estimates shall be based on representative major project elements and recent bid information. Detailed quantity takeoffs will not be developed for the conceptual level cost estimate.

Task 7. Meetings

It is estimated that the Consultant's staff will attend one (1) meeting(s) with the City, and others to review progress, assist in decision-making, and receive direction from the City. It is understood by the parties that the Consultant will attend additional meetings as needed to complete the Project.

B. DESIGN SURVEYS AND MAPPING

Perform field and office tasks required to collect additional topographic information deemed necessary to complete the project. The City shall provide aerial photographic and other available mapping of the Project area. The specific supplemental survey tasks to be performed include the following:

Task 1 - Control Survey – Task completed.

Task 2 - Topographic Survey/Detention Pond As-Built

Perform topographic surveys required for the development of the project. Horizontal and vertical accuracies shall be adequate to produce a map that is compatible with the topographic data for incorporation into the existing mapping.

Included as part of the task is performing an as-built of The Preserve on Grand detention basin to update the hydraulic model.

Task 3 - Utility Survey

Perform utility surveys required for the development of the project. Contact utility owners of record or the "one call" representative, request that buried utilities be marked in the field and obtain existing utility map. Establish coordinates and elevations (if possible) for utilities that fall within the limits of the project and are visible or have been marked on the ground by the utility owner. Show utility name and describe the utility on the plans.

This task consists of field survey indicating the location of utilities within the existing right-of-way for the project. The Consultant shall field locate utility locations established by others; excavating to expose buried utilities is not part of this contract. Utilities to be surveyed include phone, gas, fiber optic, water main, overhead/underground electrical, sanitary sewer and storm sewer (including power poles, pedestals, valves and manholes). This includes establishing manhole and intake elevations for existing sanitary, storm sewers and roadway culverts.

Task 4 - Project Base Map

Incorporate field surveys into an electronic base map to be used for the design of the project.

Task 5 - Public Notice of Project – Task completed.

C. PROJECT COORDINATION

The Consultant will complete the following project coordination as part of Functional Design.

Task 1 - Maintain/Update Mailing List – Task not used.

Task 2 - Project Newsletters – Task not used.

Task 3 - Public Information Meetings – Task not used.

Task 4 - Individual Property Owner Meetings

Conduct meetings with individual property owners to discuss the specifics of the project (access issues, changes in circulation, potential right-of-way needs, and other issues) as it relates to their specific parcel. Obtain information regarding any issues the property owner feels is important, and solicit input regarding their expectations about the project. The information gathered at this time will be used in developing the project documents and potential right-of-way negotiations.

For budgetary purposes, it is anticipated that two (2) meeting(s) with four (4) individual property owners for estimating purposes.

Task 5 – Design Utility Coordination Meetings

The Consultant will conduct meetings with individual utility companies to address specific conflicts. It is anticipated that there will be two (2) meetings with representatives of the various utility companies. The first will be to advise of the nature and extent of the improvements and any potential conflicts with existing or proposed utility systems, and the second will be preliminary/final design review and coordination meetings.

Task 6 - Periodic Meetings with Local Elected Officials - Task performed by City.

Task 7 - Project Management

The project manager for the Consultant will be responsible for bi-weekly progress reporting, minutes of meetings, interoffice memoranda, and invoicing. This task also includes scheduling of staff, coordinating with Sub-Consultants, review of progress, and senior review of deliverables. For estimating purposes, it is assumed that the project duration will be eight (8) months.

D. PRELIMINARY DESIGN

After approval of the project concept, the Consultant will perform preliminary design services in the preparation of design plans and specifications depicting the proposed site improvements, grading, drainage, paving, utility relocation, and other features of the project. The preliminary plans will include but not be limited to the following tasks:

Task 1. Title and General Information Sheets (A Sheets)

This task consists of assembling the preliminary title and general information sheets. The preliminary title sheets will include the following: Index of Sheets, Legend, Location Map, and Project Number.

Task 2. Preliminary Typical Cross Sections (B Sheets)

This task consists of assembling the Typical Cross Sections to be used for the proposed improvements as well as a preliminary determination of the limits that each Typical Section will apply. The Typical Cross Sections will include but not be limited to typical sections for the proposed grading, drainage and paving improvements.

Task 3. Preliminary Estimate of Quantities (C sheets)

This task consists of a preliminary determination of the bid items to be included in the project, along with an estimate of quantities for each item.

Task 4. Preliminary Storm Drainage Design (M Sheets)

This item consists of preliminary design and drafting of storm sewers, storm sewer inlets, manholes, open ditches, culverts, and other storm drainage related facilities for the Project.

Task 5. Preliminary Special Construction Details (U Sheets)

This task consists of preliminary design and drafting associated with special project details that includes pumping location general pavement geometry and turning movements, pump layout and piping, stop log installation and outlet scour mitigation plan. Included in this task are measures required to provide required flood control measures.

Task 6. Preliminary Field Review

This task consists of the preparation of materials for a field exam, participation in the field exam, and reviewing results of the field exam with the City.

Task 7. Meetings

It is estimated that the Consultant's staff will attend one (1) meeting(s) with the City, and others to review progress, assist in decision-making, and receive direction from the City. It is understood by the parties that the Consultant will attend additional meetings as needed to complete the Project.

E. FINAL PLANS AND SPECIFICATONS

Based upon approved preliminary design, field exam, and public informational meeting, the Consultant shall subsequently proceed with final design, contract drawings, specifications and opinion of probable construction costs for the award of a single Contract for the construction of the proposed improvements. The work tasks to be performed include the following:

Task 1 - Final Plans

The Consultant shall provide the City with the following deliverables:

Final Title Sheets (A Sheets) - This item consists of finalizing the title sheet. The title sheets will include the following: Index of Sheets, Legend, Location Map, Project Number and Design Traffic Data.

Final Typical Sections (B Sheets) - This item consists of final design and drafting of typical cross sections and standard details to be utilized for the improvements.

Final Quantities (C Sheets) - This item consists of final bid items to be included in the Project, as well as final quantity tabulations, and the development of the general notes and estimate reference information. This item also includes the final design and drafting of erosion control measures to be provided on the Project.

Traffic Control and Staging (J Sheets) – This item consists of final design and drafting of the traffic control and staging plans.

Final Geometric Staking and Jointing (L Sheets) - This item consists of the final design and drafting of jointing details, spot elevations, and geometric layouts for all non- typical pavement areas.

Final Design of Storm Drainage Systems (M Sheets) - This item consists of final design and drafting of storm sewers, storm sewer inlets, manholes, open ditches, culverts, and other storm drainage related facilities for the Project.

Final Construction Details (U Sheets) - This item consists of the final design and drafting of special project details not covered in other items. Included are such items as special grading details, channel grading, culvert details not included in the standard drawings, special storm sewer or manhole details not included in the standard drawings, special paving details, and other required miscellaneous details found to be required for completion of the project.

Task 2 - Project Permitting

The Consultant will assist the City in preparing applications for permits from governmental authorities that have jurisdiction to approve the design of the project and participate in consultations with such authorities, as necessary. The Consultant shall prepare the following documents for the project:

- IDNR NPDES Stormwater Discharge Permit
- Notice of Publication

Any fees for construction permits, licenses or other costs associated with permits and approvals shall be the responsibility of the City. The Consultant shall provide technical criteria, written descriptions and design data for the City's use in filing the applications for permits. The Consultant shall prepare the permit applications and other documentation.

Task 3 - Project Manual

This task consists of providing a Project Manual for the Project, including Notice of Hearing and Letting, Instruction to Bidders, Bid Forms, Bond Forms, Agreement Forms, General Conditions of the Construction Contract, Supplementary General Conditions, and Detailed Construction Specifications.

Task 4 - Opinion of Probable Construction Cost

The Consultant shall prepare a preliminary Opinion of Probable Construction Cost for the Project. An updated Opinion of Probable Construction Cost shall be prepared at the time of completion of the plans and specifications. The Opinion of Probable Construction Cost is intended for the use of the City in financing the Project.

Task 5 - Final Design Meetings

It is estimated that the Consultant's staff will attend one (1) meetings with the City, and others to review progress, assist in decision-making, and receive direction from the City. It is understood by the parties that the Consultant will attend additional meetings as needed to complete the Project.

Task 6 – Final Quality Control

Involve ongoing quality control input from the Project Team and the design engineer's senior technical staff throughout the development of final plans. The design engineer is responsible for making specific recommendations and ensuring that critical issues are discussed and resolved prior to submittal of the final plan set.

Review the final engineering plan set for technical accuracy, as well as for general constructability and conformance with the project design criteria.

F. PROJECT BIDDING

The Consultant will coordinate and manage the letting process for the project. For estimating purposes, one (1) letting has been included as part of this task. The work tasks to be performed or coordinated by the Consultant shall include the following:

Task 1 - Printing of Plans and Specifications

This task consists of printing and handling of the Plans and Specifications. For budget purposes it is estimated that fifty (50) half-size (11"x17") plan sets and specifications will be duplicated and assembled by the Consultant. This task also includes dissemination of the contract documents and maintaining a plan holders list during the bidding phase.

Task 2 - Notice of Project

The Consultant shall prepare of the formal Notice of Hearing and Letting. The City shall handle publication of the Notice of Hearing and Letting. The Consultant shall also prepare and disseminate an informal notice to contractors concerning the upcoming Project.

Task 3 - Plan Clarification and Addenda

The Consultant shall be available to answer questions from contractors prior to the letting and shall issue addenda as appropriate to interpret, clarify or expend the bidding documents.

Task 4 - Letting, Bid Tabs, and Award Recommendation

The Consultant shall be a representative present when the bids and proposals are opened, shall make tabulations of bid for the Owner, shall advise the Owner on the responsiveness of the bidders and assist the Owner in making the award of contract, including preparation of necessary contract documents.

G. Construction Administration

Construction administration services shall consist of office based services to assist the City in implementing the construction contract for this project. The work tasks to be performed by the Consultant shall include:

Task 1 - Pre-construction Meeting

The Consultant shall conduct a pre-construction meeting after award of construction contract for the City's Contractor, subcontractors, utility companies, and other interested parties.

Task 2 - Shop Drawings

The Consultant shall review shop drawings, samples, and other data which the Contractor is required to submit, but only for conformance with design concept of the Project and conformance with the information given in the contract documents. The Consultant shall evaluate and determine the acceptability of substitute materials and equipment proposed by the Contractor.

The Consultant shall have authority to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testing, and approvals required.

Task 3 - Site Visits

In connection with observations of the Contractor's work while it is in progress:

- a. The Consultant shall make visits to the site at intervals appropriate to the various stages of construction as the Consultant deems necessary (estimated to be one site visit per month minimum, with up to weekly visits during peak construction activity periods) in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of the Contractor's work. Based on information obtained during such visits and on such observations, the Consultant shall determine, in general, if such work is proceeding in accordance with the Plans, and the Consultant shall keep the City informed of the progress of the work.
- b. The purpose of the Consultant's visits to the site will be to enable the Consultant to better carry out his duties and responsibilities during the construction phase and, in addition, by exercise of the Consultant's efforts as an experienced and qualified design professional, to provide for the City a greater degree of confidence that the completed work of the Contractor will conform to the Plans, and that the integrity of the design concept as reflected in the Plans has been implemented and preserved by the Contractor.
- c. The Consultant shall not during such visits supervise, direct, or have control over the Contractor's work, nor shall the Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by the Contractor for safety precautions and programs incident to the work or for any failure of the Contractor to comply with laws, rules, regulations, ordinances, codes, or orders applicable to the Contractor furnishing and performing his work.
- d. During such visits, the Consultant may disapprove of or reject the Contractor's work while it is in progress if the Consultant believes that such work will not produce a completed Project that conforms to the Plans, or that it will prejudice the integrity of the design concept of the Project as reflected in the Plans.

Task 4 - Change Orders

The Consultant shall issue necessary interpretations and clarifications of the Plans, and in connection therewith, prepare change orders as required.

Task 5 - Record Drawings

This task consists of preparation of construction record drawings defining the actual location of improvements and fixtures. The Consultant shall prepare record drawings showing those changes made during construction, based on the marked-up drawings and other data furnished by the Contractor and the Resident Construction Observer. The Consultant shall provide the City with one (1) reproducible copy of the record drawings.

Task 6 - Monumentation of Permanent Right-of-Way Acquisitions - Task not used.

Task 7 - Limited Environmental Construction Review and As-Built Observations

II. RESIDENT CONSULTING SERVICES.

A. Resident Construction Observation

Only upon written authorization to proceed by the City to the Consultant, the work to be performed under this phase of the Project shall include frequent resident observation of the

construction work in addition to that included under I. Basic Services of Consultant, Paragraph G. Construction Administration. The Consultant shall determine the amounts owing to the Contractor and recommend, in writing, payments to the Contractor in such amounts. Such recommendations of payment will constitute a representation to the City, based on such observations and review that the work progressed to the point indicated, and that to the best of the Consultant's knowledge, information, and belief, quality of such work is generally in accordance with the Plans. In the case of unit-price work, the Consultant's recommendation of payment will include final determinations of the quantities and classifications of such work.

This phase consists of coordinating field-testing of construction materials incorporated into the project with the City's independent testing consultant. Preparing written reports that document compliance or non-compliance of construction materials. Also included is observing the performance of construction work and advising the Contractor and the city of non-complying work or materials incorporated into the project.

For budget purposes, it is assumed that the construction period will be six (6) months in year 2018 and that one part-time staff member of the Consultant will be available for the construction observation services on this project. The above construction period estimate includes a maximum of 60 hours of construction observation. In the event the construction period exceeds the contract working day or unanticipated conditions require construction observation in excess of 60 hours, the Consultant shall notify the City as it approaches this limit and determine the additional effort to complete the project. The Consultant and City shall work to develop a mutual resolution for the remaining effort.

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.) Real Estate Acquisition Services
- 2.) Environmental Documentation
- 3.) Structural Design
- 4.) Right-of-Way/Easement Plats
- 5.) Geotechnical Services
- 6.) Subsurface Utility Investigations
- 7.) Construction Period Testing Services

ATTACHMENT 2

PROJECT SCHEDULE

The time of completion of the design and engineering services under this Agreement shall be as follows:

I. Basic Services of the Consultant

A. Anticipated Contract Approval	September 2017
B. Conceptual Design (Alternatives Analysis)	October – November 2017
C. Preliminary Design	December 2017
D. Final Plans and Specifications	January 2018
E. Project Letting	March 2018
F. Construction Administration	April – August 2018

II. Resident Engineering

April – August 2018

ATTACHMENT 3

SCHEDULE OF FEES

FOTH INFRASTRUCTURE AND ENVIRONMENT, L.L.C 2017 STANDARD HOURLY RATE SCHEDULE

CLASSIFICATION HOURLY RATE

Project Director	\$186.00
Project Manager	\$158.00-\$181.00
Project Scientist	\$168.00
Project Advisor	\$169.00
Technical Director	\$186.00
Lead Technical Engineer	\$172.00
Project Engineer	\$130.00-\$158.00
Staff Engineer	\$106.00-\$128.00
Lead Technician	\$130.00
Engineering Technician	\$98.00-\$123.00
CAD Technician	\$85.00
Construction Manager	\$149.00
Lead Field Technician	\$123.00
Field Technician	\$71.00-\$106.00
Land Surveyor	\$153.00
Project Administrator	\$75.00-\$95.00
Administrative Assistant	\$60.00

REIMBURSABLE EXPENSES

1. All materials and supplies used in the performance of work on this project will be billed at cost.
2. Auto mileage will be reimbursed per the standard mileage reimbursement established by the Internal Revenue Service. Service vehicle mileage will be reimbursed on the basis of \$0.72 per mile.
3. Charges for outside services such as soils and materials testing, fiscal, legal will be billed at their invoice cost.
4. All other direct expenses will be invoiced at cost.

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

ITEM: Approval of Professional Services Agreement – Housing Needs Assessment **DATE:** September 18, 2017

MOTION: Authorize the Mayor and City Manager to act on the City’s behalf in executing any required documents pertaining to the Professional Services Agreement with Western Economic Services, LLC

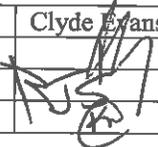
FINANCIAL IMPACT: The proposal from Western Economic Services, LLC states that the Housing Needs Assessment will not exceed \$34,990. The cost of the Housing Needs Assessment was budget for \$25,000 in the 2017-18 fiscal year budget. The balance of \$9,990 will need to be added to the budget.

SYNOPSIS: In June, staff issued a Request for Proposals (RFP) for a Housing Needs Assessment for the City of West Des Moines. By the due date of July 26th, one proposal was received. Staff did not feel the one proposal was adequate, so a request was sent to three firms on August 25th to submit a letter of interest and no budget cap was placed on the Assessment. Two firms submitted letters of interest with proposals and video interviews were held August 31st. City staff agreed to recommend the City Council award the project to the consultant team of Western Economic Services, LLC. Staff is now recommending that the professional services agreement be approved to hire the consultants to complete the Housing Needs Assessment.

RECOMMENDATION: That the City Council authorize the Mayor and City Manager to act on the City’s behalf in executing any required documents pertaining to the professional services agreement with Western Economic Services, LLC.

Lead Staff Member: Christine Gordon, AICP, Housing Planner

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	N/A
Date(s) Published	
Letter sent to surrounding property owners	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Not Applicable		
Date Reviewed			
Recommendation	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Split <input type="checkbox"/>

Attachments:

- Exhibit I - Resolution
- Exhibit II - Agreement for Professional Consulting Services between the City and Western Economic Services, LLC
- Exhibit III - Proposal from Western Economic Services, LLC

Prepared by: Christine Gordon, City of West Des Moines Development Services, PO Box 65320 West Des Moines, IA 50265-0320, 515-273-0770
When Recorded, Return to: City Clerk, City of West Des Moines, PO Box 65320, West Des Moines, IA 50265-0320

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA APPROVING THE PROFESSIONAL SERVICES AGREEMENT WITH WESTERN ECONOMIC SERVICES, LLC AND AUTHORIZING THE MAYOR AND CITY CLERK TO SIGN THE AGREEMENT.

WHEREAS, A Request for Proposals process has recently been completed for a Housing Needs Assessment for the City of West Des Moines; and

WHEREAS, the firm of Western Economic Services, LLC was chosen by the City staff as the best qualified firm for the assessment; and

WHEREAS, the City Council of the City of West Des Moines on September 18, 2017, approved the professional services agreement with Western Economic Services LLC for the City of West Des Moines Housing Needs Assessment and authorizes the Mayor and City Clerk to sign the agreement.

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

SECTION 1. The City Council approves the professional services agreement; and

SECTION 2. The City Council authorizes the Mayor and City Clerk to sign the agreement.

Steven K. Gaer, Mayor

ATTEST:

Ryan Jacobson, City Clerk

Passed and approved on the _____ day of _____, 2017.

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This Agreement is made and entered into this 19th day of September, 2017, by and between the CITY OF WEST DES MOINES, a municipal corporation, hereinafter referred to as "City", and Western Economic Services, LLC (Fed. I.D. # _____), party of the second part, hereinafter referred to as "Consultant" as follows:

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

1. SCOPE OF SERVICES

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

2. SCHEDULE

The work will begin once the contract is approved by City Council and signed by both parties. The work is to be completed and a final report to City Council by February 28, 2018. 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.

i. Basic Services of the Consultant \$34,990

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. Billing will proceed by calendar month, October 1 through March 1, proceeding over a six month period, starting with the first five in equal amounts each month of \$5,800 and the final payment in the amount of \$5,990.

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 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 coverage 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: Western Economic Services, LLC
Attn: Robert M. Gaudin, Operating Partner
Address: 212 SE 18th Avenue
City, State: Portland, OR 97214

6. GENERAL COMPLIANCE

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

7. STANDARD OF CARE

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

8. INDEPENDENT CONTRACTOR

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

9. NON-DISCRIMINATION

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

10. HOLD HARMLESS

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

11. ASSIGNMENT

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

12. APPROPRIATION OF FUNDS

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

13. AUTHORIZED AMENDMENTS TO AGREEMENT

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

14. OWNERSHIP OF CONSULTING DOCUMENTS

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

15. INTERPRETATION

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

16. COMPLIANCE WITH FEDERAL LAW

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

17. SOLICITATION AND PERFORMANCE

- A. The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that the Consultant has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or contingent fee.

- B. The Consultant shall not engage the services of any person or persons in the employ of the City at the time of commencing such services without the written consent of the City.

18. SUSPENSION AND TERMINATION OF AGREEMENT

- A. The right is reserved by the City to suspend this Agreement at any time. Such suspension may be effected by the City giving written notice to the Consultant, and shall be effective as of the date established in the suspension notice. Payment for Consultant's services shall be made by the City for services performed to the date established in the suspension notice. Should the City reinstate the work after notice of suspension, such reinstatement may be accomplished by thirty (30) days written notice within a period of six (6) months after such suspension, unless this period is extended by written consent of the Consultant.
- B. Upon ten (10) days written notice to the Consultant, the City may terminate the Agreement at any time if it is found that reasons beyond the control of either the City or Consultant make it impossible or against the City's interest to complete the Agreement. In such case, the Consultant shall have no claims against the City except for the value of the work performed up to the date the Agreement is terminated.
- C. The City may also terminate this Agreement at any time if it is found that the Consultant has violated any material term or condition of this Agreement or that Consultant has failed to maintain workers' compensation insurance or other insurance provided for in this Agreement. In the event of such default by the Consultant, the City may give ten (10) days written notice to the Consultant of the City's intent to terminate the Agreement. Consultant shall have ten (10) days from notification to remedy the conditions constituting the default.
- D. In the event that this Agreement is terminated in accordance with paragraph C of this section, the City may take possession of any work and may complete any work by whatever means the City may select. The cost of completing said work shall be deducted from the balance which would have been due to the Consultant had the Agreement not been terminated and work completed in accordance with contract documents.
- E. The Consultant may terminate this Agreement if it is found that the City has violated any material term or condition of this Agreement. In the event of such default by the City, the Consultant shall give ten (10) days written notice to the City of the Consultant's intent to terminate the Agreement. City shall have ten (10) days from notification to remedy the conditions constituting the default.

19. TAXES

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

20. SEVERABILITY

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

21. MISCELLANEOUS HEADINGS

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

22. FURTHER ASSURANCES

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

23. COUNTERPARTS

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

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

CONSULTANT

CITY OF WEST DES MOINES

BY: _____
Robert Gaudin, Operating Partner

BY: _____
Tom Hadden, City Manager

Attachment 1 Scope of Work

The following scope of work is structured in an outline format, describing details about the steps, analysis, methods, results, and deliverables that Western Economic Services, LLC (WES) will perform for the City of West Des Moines. The primary emphasis is in the technical methodologies and research and timing of product deliverables that accompany our proposed fixed-price budget.

Phase I – Orientation

- A. WES will initiate organization and preparation of work quickly after execution of the contract, expected to occur in the September of 2017.
- B. WES and City’s representative will meet to conduct an Orientation Meeting. The meeting has the following purposes:
 - 1. Exchange information and discuss the content, tone, analysis methods, expectations, and schedule of deliverables. The following items are to be provided to WES by the City:
 - a. For the citizen and stakeholder survey, the City will be asked to prepare email lists of entities that provide or are interested in housing and housing related services. This list is to include agencies, organizations, and interested parties that may be considered stakeholders in the City of West Des Moines Housing Needs Assessment. The list can be of any size. It will be used for gathering information for the housing needs assessment. Survey contacts should include representatives of at least the following groups:
 - i. Housing builders and developers, including non-profit and agency housing providers;
 - ii. Local government representatives, such as those involved with building codes, planning and zoning, and related issues;
 - iii. In-need service providers, such as entities providing housing services to those with mental or physical disabilities, the homeless, victims of domestic violence, operators of emergency and transitional housing facilities, farm workers, ethnic and other advocates, and related groups;
 - iv. Bankers, lenders, and mortgage brokers, as well as real estate agents;
 - v. Assisted and market-rate property managers;
 - vi. Low-income constituencies; and
 - vii. Other special interest or special needs services organizations.
 - b. For the Employer Survey, the City will provide a list of up to 100 employers, with contact numbers, from which WES will conduct a telephone survey of employers in the City of West Des Moines.
 - c. For the new resident survey, WES and the City was is to be considered a “new” resident and then solicit input from the Chamber and others who may know of new residents. The list should not exceed 100 people, WES will initiate the telephone survey of these new residents.
 - d. The City will identify and provide the building and zoning codes that allow accessory dwelling units. This will allow WES to review them.
 - e. The City will provide an enumeration of known planned rental projects, by type and the number of units.
 - 2. WES and the City will discuss the services that are to be performed by the City during the Housing Needs Assessment development process, as follows:
 - a. Selection, acquisition, and coordination of locations for the Public Input Meeting and the Public Review Meeting.

- b. All notifications of the Public Input and Public Review meetings, as well as related planning process notifications and public relations activities for the Housing Needs Assessment.
 - c. The City will provide a projector and computer for the public input and review meetings.
- 3. WES and the City will also address the details of the public involvement process.
 - a. WES and the City will discuss the tone, content, and desired structure of the Public Input Meeting. This meeting will be intended to last up to two hours, with WES making up to a one-hour PowerPoint presentation of preliminary findings from the Housing Needs Assessment.
 - b. The Public Input Meeting is budgeted to occur with a strategy session immediately following the meeting. WES and the City will select a tentative date for this during the orientation meeting.
- 4. WES will present the proposed draft email letter and survey instrument for the Stakeholder and Citizen Survey that will be implemented. WES anticipates receiving input about the survey at this meeting. The survey protocol is as follows:
 - a. The City will send the survey announcement to the selected list of stakeholders. The announcement will contain the link to the online survey instrument.
 - b. The City will urge stakeholders to forward the survey to other people interested in the process.
- 5. WES will also present the script that WES will follow with telephone new residents and of the employer surveys.
- 6. WES and the City will review and set tentative dates for the number of other progress review meetings that WES may need to attend. The fixed budget calls for four visits to City of West Des Moines.
- 7. WES and the City will discuss the items that will come out of work being prepared on behalf of the IFA. These are to be at least the following:
 - a. Current rental and vacancy rates by number of bedrooms and building type.
 - b. Housing needs forecast, by tenure, by year, by income.
- C. Within three days of the Orientation Meeting, WES will submit the first progress review memo. It will document the tone and content of the meeting, as well as any understandings shared at the meeting. Progress review memos will follow approximately bi-weekly thereafter as they relate to work conducted on the Housing Needs Assessment, until submittal of the Draft Report for Internal Review.

Phase II – Data Collection and Analysis

- A. For the Stakeholder and Citizen Survey, WES will receive a copy of the email list and prepare the Web link and suggested narrative to accompany the broadcast email announcement. The City will actually send the email announcement to the survey list contacts.
- B. WES will initiate the Employer survey and the new resident survey.
- C. WES will contact the Assessors and form the database request from the CAMA system. WES will begin analyzing the data, once received. It is anticipated to take about two weeks to discuss with the Assessors and then to make the request. Additional time will be required to verify that the data intended to be received was indeed received. It is expected that this will be completed in November.
- D. WES will begin extracting pertinent economic, demographic, and housing data from the 2010 Census, the 2016 American Community Survey, and other related sources. Please note that the 2016 ACS data will be released in December 2017. Hence, if we wish to use this more up-to-date data, we should wait until December to collect this information.



- E. WES will offer perspective on trends seen in the data, as it relates to the City of West Des Moines. Key data include:
 - 1. Population;
 - 2. Households by tenure, with children present;
 - 3. Average household size by tenure;
 - 4. Household and family income, by income range;
 - 5. Percent of income spent on housing by tenure, including cost burdens;
 - 6. Median rents and home values;
 - 7. Rental and homeowner vacancy rates;
 - 8. Number of housing units, by type;
 - 9. Units with incomplete plumbing or kitchen facilities; and
 - 10. Overcrowding and severe overcrowding in households.
- F. WES will extract pertinent economic, demographic, racial composition, ethnicity, and age cohort data from the 2010 Census and the 2016 ACS data releases for the City of West Des Moines. Some key data elements to be evaluated include:
 - 1. Households, by size;
 - 2. Households having less than 30 percent Median Family Income (MFI), 31 to 50 percent MFI, 51 to 80 percent MFI, 81 to 95 percent MFI, and above 95 percent MFI, segmented by household size, owner and renter households, and elderly and small and large renter households;
 - 3. Population by race and ethnicity;
 - 4. Age cohorts of the population, with particular attention paid to the elderly and frail elderly populations;
 - 5. Disabled individuals;
 - 6. Housing tenure;
 - 7. Racial and ethnic composition of the population; and
 - 8. Households experiencing housing cost burdens for the year 2015.
- G. WES will prepare several geographic maps that display many of the concepts presented above by 2010 Census tract.
- H. WES will evaluate all completed stakeholder and citizen surveys and process the data.
- I. WES will analyze the building permit data from 1980 through 2016 for single-family, duplexes, tri- and four-plex buildings and multi-family structures with five or more units. Value of single-family new construction will be analyzed over this same time period as well.
- J. WES will collect available labor force, employment, and unemployment statistics at the City level. These data will span at least the 1990 through 2016 time period.
- K. WES will collect BEA information describing full and part-time employment from 1969 through 2015, for the County.
 - 1. This information will also include real average earnings per job, per capita income, dividends, interest, and rental income, and total personal income over the same time period.

Phase III – Preliminary Housing Needs Findings

- A. WES will complete the on-line Stakeholder and Resident Survey process and analyze the survey responses.
- B. WES will begin drawing inferences from all previous quantitative and qualitative analyses of data. These inferences will fall into one of the following categories:
 - 1. Housing market conditions, including the affordability and availability of current housing given current incomes and wage rates. The entire housing market will be segmented by

- tenure (rent or own) as well as by income (the income categories noted in Phase II, F.2, above).
2. Barriers identified by respondents to the surveys, including households experiencing housing problems. Such problems are defined as having one or more of the following problems: overcrowding, severe overcrowding, cost burdens, severe cost burdens, or lack of complete plumbing or kitchen facilities. WES will determine the number of households experiencing problems in each of these problem categories as well.
 3. Perceived needs for new and rehab housing, by tenure.
- C. These inferences will address degree of need for affordable housing and housing related services, comprising such things as:
 1. Quantitative findings presented in tabular and graphic forms,
 2. Qualitative findings presented as itemized lists of expressed needs, and
 3. Other issues such as expressed barriers to affordable housing.
 - D. WES will complete a housing demand forecast, by tenure and income for the City of West Des Moines. This housing demand forecast will extend at least 20 years and define households by tenure (rent versus own) and by income for those income groups identified in Phase II, F.2, above).
 - E. WES will summarize the results of work conducted to date and submit the information as a Progress Review Memo. The information contained therein, along with other data collected for the housing study, will form the basis for the Public Input Meeting presentation. It will include a discussion of barriers to housing development, including institutional issues associated with the regulatory environment. Such barriers will be identified in the Stakeholder and Resident survey
 - F. WES and the City will conduct a Progress Review Meeting.
 - G. WES will develop the 60-minute PowerPoint presentation to be offered at the Public Input Meeting. The meeting will also allow citizens to provide testimonial, commentary, and perspective about housing in the City of West Des Moines.
 - H. WES and the City will hold a debriefing session immediately following the public meeting to discuss input, the state of the Housing Needs Assessment, as well as strategies, goals, and actions the City may wish to consider.
 - I. WES will submit a Progress Review Memo of these concepts, notions, and issues, as well as all shared understandings and agreements.

Phase IV – Housing Needs Strategies and Goals

- A. WES and the City will meet to verify preliminary findings that will be released with the draft report, including housing needs, and recommended actions and strategies, and related issues.
- B. WES and the City will discuss prospective strategic objectives, goals, and alternative or possible performance measurement criteria. Such discussions will include the following:
 1. Locations available for potential development, and
 2. Public sector barriers that may need to be removed.
- C. Some discussion about tactics useful for achieving the objectives will also be addressed. The topics may include:
 1. Housing needs and suggested prioritization schemes,
 2. Options for strategic goals and objectives,
 3. Other criteria to measure progress toward attainment of strategic goals, and
 4. Reduction of barriers to the development and preservation of housing.
- D. WES will begin preparing the Draft Report for Internal Review.

Phase V – Draft Report, Public Review, and Final Report

- A. WES will incorporate all previous data, analysis, needs assessment, and evaluation of strategic objectives and submit a Draft Report for Internal Review.
 - 1. The document will include an executive summary.
 - 2. The report will contain a detailed discussion of the current socio-economic context, the housing inventory, the housing market, a housing needs assessment, and other reference data and narratives.
 - 3. The Draft Report for Internal Review will be submitted in late January 2018.
- B. WES is to receive comments back from the City within two weeks. WES will then deliver the Draft Report for Public Review. The City may elect to hold a 30-day public review period. During this period, WES will make a presentation at the Public Review Meeting during this time.
- C. WES will receive final comments about the City of West Des Moines Housing Needs Assessment and then submit the final report in latter February 2018.

E. Proposed Schedule

WES anticipates that consultant selection will conclude in September 2017, with final contract negotiation and fully executed contract documents can be completed at that time. If so, WES is willing and able to initiate contract activities soon thereafter, and can schedule the Orientation Meeting soon thereafter. This project will continue to progress over the next several months. The proposed schedule is presented in Exhibit 1, on the following page.



Exhibit 1
Proposed Schedule
 A week is equal to "●"

Tasks	Sept	Oct	Nov	Dec	Jan	Feb
Meetings or conferences with the City	●	●	●	●		●
PHASE I – ORIENTATION						
WES receives executed contracts	●					
WES prepares agenda materials and emails	●					
WES orientation meeting occurs	●					
City approves of the 3 surveys	●					
WES submits progress review memo	●					
WES initiates data collection	●					
PHASE II - DATA COLLECTION AND ANALYSIS						
WES begins Employer survey	●●					
WES begins collecting economic and demographic information	●	●●●				
WES begins resident and stakeholder surveys		●●●●	●●●			
WES begins collecting housing information			●●●●			
WES and City conduct progress review meeting in City			●			
WES draws inferences				●●		
WES collects 2016 Five-Year ACS data				●●		
WES begins assembling all the data into system of analysis				●●		
PHASE III – PRELIMINARY HOUSING NEEDS FINDINGS						
WES completes the housing forecast, by tenure and income				●		
WES completes the gap analysis, by tenure and income				●●		
WES draws preliminary findings from the surveys				●●		
WES confers with the City				●		
WES has public input meeting				●		
PHASE IV – HOUSING NEEDS STRATEGIES AND GOALS						
WES begin inferring a set of strategies for the City to consider				●●		
WES concludes all the analysis				●●		
WES begin preparation of draft documents				●●●		
PHASE V – DRAFT REPORTS, PRESENTATION, AND FINAL REPORTS						
WES submits Draft Report for Internal Review, January 2					●	
WES receives comments on Draft Report for Internal Review January 12					●	
City holds a public review meeting						●
WES receives final comments						●
WES submits Final Profile Reports in February						●

F. Proposed Budget

The proposed budget represents the sum of our labor categories, purchased materials, travel expenses, and all other related direct costs for completion of the entire *West Des Moines Housing Needs Assessment*. It includes all preparatory and progress review meetings, data processing, telephone expenses, analysis of findings, development of draft and final reports, as well as all research presentations and interagency and related coordination activities. WES is proposing to conduct this study for \$34,990.

While an estimate, Western Economic Services is proposing to provide the products and services herein described on a "fixed cost – not to exceed" basis. Billing will proceed by calendar month, October 1 through March 1, proceeding over a six month period, starting with the first five in equal amounts each month of \$5,800 and the final payment in the amount of \$5,990

**WESTERN ECONOMIC SERVICES, LLC**

August 28, 2017

Ms. Christine Gordon, AICP, Housing Planner
City of West Des Moines
Community and Economic Development Dept.
4200 Mills Civic Parkway, Suite 2E
P.O. Box 65320
West Des Moines, IA 50265-0320

Re: City of West Des Moines Housing Needs Assessment

Dear Ms. Gordon:

It is with pleasure that Western Economic Services, LLC (WES) submits to you and the City of West Des Moines a response to your proposed Scope of Work. This letter and its attachment serve as this firm's commitment to the City in preparation of a Housing Needs Assessment.

Ms. Gordon, meeting the housing needs of the City demands creativity and the ability of people with diverse skills to work together toward a common goal. Conducting statistical and inferential analysis, fielding surveys, performing outreach and public consultations, facilitating a team spirit, developing consensus, and delivering a well-written report are all called for in this project. WES has these unique capabilities.

For the past 31 years, WES has conducted housing and community development planning studies and analyses. Our expertise in preparing housing evaluations encompasses single jurisdiction communities, multi-jurisdictional and regional governments, entire states, and multi-state regions. We have both the depth of experience and the breadth of knowledge to evaluate housing issues for the City that are indispensable for this type of specialty. We have established a track record for preparing and delivering these housing evaluations fairly, evenly, and on the schedule and budget that we offered. Furthermore, we are currently preparing a Statewide Housing Needs Assessment and Dashboard for the Iowa Investment Authority, of which data collection and analysis of the City of West Des Moines is just one of its many parts. Hence, much of the data collection is already taking place, allowing this contract more in depth research on your specific circumstances.

I look forward to speaking with you and representatives of the City about our qualifications, our approach to this project, and how WES will produce the West Des Moines Housing Needs Assessment. If you have any questions, or need clarification on any matter, please feel free to contact me at the address, phone number, or fax number listed below, or by email at rgaudin@westernes.com.

Sincerely,

Robert M. Gaudin
Operating Partner

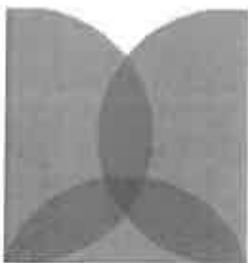
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Response to Scope of Work:

**City of West Des Moines
Housing Needs Assessment**

**Submitted to the
City of West Des Moines
Community and
Economic Development Dept.**

August 28, 2017



WES

**Prepared by
Western Economic Services, LLC**

**RESPONSE TO SCOPE OF WORK:
CITY OF WEST DES MOINES
HOUSING NEEDS ASSESSMENT**

**Submitted to the
City of West Des Moines
Community and Economic Development Dept.**

Prepared by
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August 28, 2017



WESTERN ECONOMIC SERVICES, LLC

Housing Needs Assessment

Response to SOW: 8/28/2017

Table of Contents

This proposed scope of work was submitted by Western Economic Services, LLC. With this proposal, we commit ourselves to executing the scope of work defined herein, including coordinating our efforts with the City and other agencies and organizations as needed. This proposal is organized as follows:

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I. Qualifications and Experience of Western Economic Services, LLC

A. Introduction to Western Economic Services, LLC

Western Economic Services, LLC (WES) has provided economic and demographic analysis, market research, forecasting, and strategic planning services for the past 31 years. WES specializes in housing and community development planning, with particular expertise in the following areas:

- Researching and preparing comprehensive housing needs assessments,
- Preparing analyses of impediments to fair housing choice and assessments to fair housing,
- Preparing housing and community development consolidated plans,
- Conducting housing and community development evaluations,
- Illuminating economic and community development opportunities, and
- Guiding and facilitating housing policy and strategic planning processes.

WES has performed long-range planning analysis and studies – similar in design, scope and content – for a variety of units of government in the 30 states of Alabama, Arkansas, Arizona, California, Colorado, Florida, Georgia, Illinois, Louisiana, Massachusetts, Minnesota, Mississippi, Montana, Nebraska, Nevada, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, South Carolina, South Dakota, Tennessee, Texas, Virginia, Washington and Wyoming, as well as the Commonwealth of the Marina Islands..

B. WES Scope of Services

WES has acquired broad, varied, and comprehensive knowledge of housing and community development issues over the years. WES has evaluated and identified housing needs by tenure and by income; conducted original survey research on and described the condition and detailed characteristics of the housing stock; and depicted the size, racial composition, income status, and ages of resident households. WES has also quantified future demands for housing by tenure and income of householder, portrayed needs of special populations, conducted market segmentation and analysis, assessed housing equity and facilitated the development of policy goals.

WES has extensive knowledge of community development issues as well, including infrastructure, economic development, public facility, and emergency shelter needs; the establishment of performance measures to track progress toward strategic goals; and research in support of housing development activities. WES understands how to blend high-grade quantitative analysis with the qualitative features, or the perceptions of need. Geographic areas of research have encompassed blocks, block groups, Census tracts, school districts, towns, cities, urban counties, metro and non-metropolitan regions, and entire states. The following narrative presents selected topics as evidence of this expertise.

Housing and Community Development Needs Assessment and Housing Forecasts. WES has prepared forecasts of housing needs, incorporating data on household formation for both renters and homeowners by income. WES has also prepared assessments for special needs and other populations, and by demand of dwelling units by size. To predict household formation, population forecasts have been either developed or adopted from other entities. If such a forecast needs to be created, WES has done additional economic and demographic modeling, such as employment and income forecasts. Predicted income categories represent a percentage share of median family income. Data have been drawn from one or more decennial Censuses for the years 1960, 1970, 1980, 1990, 2000, and 2010. Community development needs have also been estimated over time using similar measures of population growth.

Housing and Community Development Surveys. WES has designed mail, telephone, online, and on-site surveys to assess housing and community development needs. In one instance, 4,000 surveys were sent to randomly selected citizens. The surveys related to the respondents' housing; housing conditions; fair housing compliance; and housing affordability, availability, accessibility, and suitability. Respondents' opinions regarding attributes of their community were solicited as well. WES's mail surveys have attained response rates as high as 63.7 percent. WES has also conducted telephone surveys that collected rental information for more than 110,000 units in 2015. WES processes all data, performs the analysis, and presents results depicting attributes and perceptions of the surveyed population in terms of housing and community development needs.

Housing Market Analysis. WES has conducted housing market analyses for housing and community development plans and other development and planning needs. Some information was obtained from the decennial Censuses, as well as the American Community Survey, such as the type of dwelling unit, tenure, urban versus rural, occupied versus unoccupied, year built, number of rooms, and housing size. Each piece of information was analyzed by a geographic subunit (e.g., city, town, county). WES has also collected building permits, multiple listing service data, property demolition and conversion statistics, residential foreclosure information, and Home Mortgage Disclosure Act lending activity, which have all contributed to evaluating the housing market. Analyses have been expanded further by various survey methods, including mail and telephone surveys of housing experts, which generate assessments of the predominant unit type, size, cost, age, and similar data, including barriers to the production of housing.

Housing Inventory Conditions and Assessments. WES has researched housing inventory conditions for state and local jurisdictions and determined the prevalence of overcrowding by income, race, ethnicity, and geographic area. Measurements of racial and ethnic concentrations have also been drawn. WES has used survey data to identify racial and ethnic minority issues. Through either census or survey techniques, WES has generated weighted estimates of the degree to which homes have poor roof conditions, poor foundation conditions, sticking doors and windows, missing window panes, poor ceiling or wall conditions, soot or smoke escaping into the dwelling unit, and high infiltration rates (air leakages in the home). WES also frequently uses extracts of county assessor appraisal databases to explore these issues in greater detail—data that categorize the effective age of the dwellings, the physical condition, and the grade of materials and workmanship used in the original construction of the dwelling. These data allow a better determination of the need for residential rehabilitation versus redevelopment as well as current price trends and, often, conditions experienced during sale of the property.

Age, Gender, Race and Ethnicity, Households, Tenure, Poverty, and Special Needs Populations. This information has been drawn from a wide variety of sources and research methods. In general, data are drawn from the decennial Censuses, including the special tabulations prepared by the Census Bureau at the request of HUD. These data also estimate the number and type of families in need of housing assistance in the extremely-low-income, low-income, moderate-income, and middle-income brackets; renters and owners; elderly persons; single persons; and large families. WES is very familiar with HUD's Comprehensive Housing Affordability Strategy (CHAS) data, understands its limitations, and knows when one-year, three-year, and five-year American Community Survey (ACS) averages need to be used.

Socio-Economic Profiles. WES inspects the economic complexity of the state, local, and regional economies; determines key industries (known as assessing the comparative advantage); evaluates the industrial linkages within the regional economy; and determines the need for particular types of economic growth. This type of analysis includes assessing income and the needs for growth in earnings as well as economic impact, which determine both the direct and indirect effects of



particular economic development options and related infrastructure requirements. These issues relate to the ability of households to afford housing—and at what cost. This type of service also incorporates evaluating the overall vitality of a geographic area, including determining the community's economic status today and the direction in which the community may be headed. This aids in the development of strategies for improving the economic climate.

Citizen Involvement and Public Presentations. WES offers the options of public and citizen involvement processes for all of our work products. Typically, these processes include the facilitation of focus groups, presentations of preliminary findings to public officials, a Draft Report for Public Review, and even formal speeches at conferences or interviews with mass media. WES encourages such involvement as a key portion of public policy design and responsible public leadership.

C. Sample of Client Listing

Due to the type of work required for the City of West Des Moines Housing Needs Assessment, the analytical skills needed are broad and require rigorous attention to detail and quality control. Hence, WES's pertinent experience is best described by our primary business activity: housing needs assessments and planning services. The following entities have used the skills and capabilities of Western Economic Services for these types of comprehensive housing evaluations:

- The Centralina Council of Governments, Charlotte, North Carolina
- The City of Augusta, Georgia, Housing and Community Development Department
- The City of Bentonville, Arkansas, Community Development Department
- The City of Bismarck, North Dakota, Community Development Department
- The City of Casper, Wyoming, Housing and Community Development Division
- The Cincinnati Metropolitan Housing Authority
- The City of Conway, Arkansas, Community Development Department
- The City of Edmond, Oklahoma, Community Development Department
- The City of Farmington, New Mexico, Community Development Department
- The City of Fayetteville, Arkansas, Community Services Division
- The City of Flagstaff, Arizona, Community Investment Division
- The City of Fort Smith, Arkansas, Community Development Department
- The City of Fort Worth, Texas, Neighborhood Services Department
- The City of Fresno, California, Development and Resource Management
- The City of Grand Junction, Colorado, Community Development Division
- The City of Jacksonville, Arkansas, Community Development Department
- The City of Kearney, Nebraska, Community Development
- The City of Lewisville, Texas, Grants Administration
- The City of Missoula, Montana, Office of Planning and Grants
- The City of North Little Rock, Arkansas, Community Development Department
- The City of Oklahoma City, Oklahoma, Planning Department
- The City of Reno, Nevada, Community Development Department
- The City of Rochester, New York, Community Development Department
- The City of Rockford, Illinois, Department of Community Development
- The City of Rome, New York, Department of Community and Economic Development
- The City of St. Cloud, Minnesota, Community Development Department
- The City of Tulare, California, Community Development Department
- The City of Tuscaloosa, Alabama, Grants Administration Department
- The City of Tulsa, Oklahoma, Department of Grants Administration
- The City of Winchester, Virginia, and the Northern Shenandoah Valley



- The West Memphis Community Development Agency
- The City of Utica, New York, Department of Urban and Economic Development
- Dona Ana, County, New Mexico, Community Development Department
- Prince William County, Virginia, Office of Housing and Community Development
- Richland County, South Carolina, Community Development Department
- The Clackamas County, Oregon, Department of Community Development
- The County of Los Angeles, Community Development Commission
- The County of San Mateo, California, Housing and Community Development Department
- The County of Volusia, Florida, Community Assistance Division
- The Buffalo County Community Partners, Kearney, Nebraska
- The Confederated Tribes of the Grand Ronde, Tribal Housing Authority
- The Fair Housing Implementation Council of the Minneapolis/St. Paul Region
- The North Shore HOME Consortium, Peabody, Massachusetts
- The Northern Marianas Island Housing Corp., the Commonwealth of the Marianas Islands
- The Alabama Department of Economic and Community Affairs
- The Colorado Department of Local Affairs
- The Georgia Department of Community Affairs
- The Iowa Finance Authority
- The Louisiana Office of Community Development
- The Minnesota Department of Employment and Economic Development
- The Minnesota Housing Finance Agency
- The Mississippi Home Corporation
- The Mississippi Development Authority
- The Montana Department of Commerce, Housing Division
- The Nebraska Investment Finance Authority
- The Nebraska Department of Economic Development
- The Nevada Housing Division
- The New Jersey Department of Commerce
- The New Mexico Mortgage Finance Authority
- The North Carolina Department of Commerce
- The North Dakota Department of Commerce
- The Oregon Housing and Community Services Department
- The South Carolina State Housing Finance and Development Agency
- The South Dakota Housing Development Authority
- The Tennessee Department of Economic and Community Development
- The Wyoming Community Development Authority
- The Wyoming Business Council

D. A Sample of WES Housing Evaluations Conducted in the Last Few Years

WES has more than 30 years of experience conducting housing studies, from Montana to Mississippi, Boston to Los Angeles, and a lot of places in between. The following narrative itemizes a selection of housing evaluations that WES has prepared for our clients over the past few years. In all cases, WES delivered on time and within budget, just as WES will do for the City.

1. The City of Grand Junction, Colorado

In latter 2015, WES was selected to evaluate the housing sector in the greater Grand Valley of Colorado, comprising eight communities, including the three incorporate cities of Grand Junction, Fruita, and Palisade and four more unincorporated communities and the remainder of the unincorporated Grand Valley. A housing needs survey was conducted, along with three



focus groups and several public input meetings. WES was able to identify the number of households that were experiencing housing problems today, by tenure and income for each of the communities. WES also prepared a housing demand forecast through 2040, by community, tenure, and income. WES contrasted this demand forecast with the available land that would be demanded over this time period. WES identified the communities that had insufficient land for the forecasted need. WES identified a selection of policies and strategies that the Grand Valley might wish to consider in addressing the unfolding housing needs.

2. The Centralina Council of Governments

In April of 2013, the Centralina Council of Governments of Charlotte, North Carolina, and the Catawba Council of Governments, of Rock Hill, South Carolina Selected WES to prepare a Comprehensive Regional Housing Strategy. This was in response to the concerns about current and future housing needs. The CONNECT Our Future project launched the Comprehensive Regional Housing Strategy as one component of the Regional Growth Framework.

The 2013 Comprehensive Regional Housing Strategy represents a thorough examination of a variety of sources related to housing within the 14-county region. This study involved primary research, such as that drawn from the 2013 Housing Needs Assessment Survey, an exhaustive telephone survey of rental properties, a survey of 450 key employers in the region, and options expressed during a series of public open house meetings; it also includes the evaluation of secondary research, which entailed the collection and analysis of existing data, such as County Assessor data, building permits, 2000 and 2010 Decennial Census data, the 2011 American Community Survey data, and employment and income information from other federal data sources. A local employment and population forecast was also utilized to create a housing needs forecast, for each of 49 geographic areas, by tenure, and by income group.

3. The Mississippi Development Authority

During 2015, WES prepared the State's 2015-2019 Five-Year Consolidated Plan, part of which contained a housing needs and a housing market assessment. WES initiated the process by developing the citizen participation plan. WES then designed a comprehensive housing and community development survey, which was distributed throughout the state by the Mississippi Development Authority. WES assess the expressed needs from the survey, which were defined as "no need", "slight need", "moderate need", and "extreme need". Questions on the survey included housing service needs for special populations as well. Furthermore, WES quantified housing and homeless needs seen from Census data, a series of focus groups and public input meetings. WES quantified the level of unmet housing need by family type, tenure, and income as well as interpreted the needs associated with the State's homeless population. Additionally, WES prepared the non-housing community development needs assessment for the Consolidated Plan. This was all used to populate the eCon Planning Suite for the Mississippi Consolidated Plan.

4. The North Dakota Department of Commerce

During 2014 and 2015, WES prepared the State's 2015-2019 Five-Year Consolidated Plan, part of which contained a housing and homeless needs assessment as well as a housing market analysis. WES also designed a comprehensive housing and community development survey, which was distributed throughout the state by the North Dakota Department of Commerce. Furthermore, WES quantified housing and homeless needs seen from Census data, a series of focus groups, and public input meetings. WES identified the level of unmet housing need by family type, tenure, and income. Furthermore, WES assessed the non-housing community



development needs and constructed the entire Consolidated Plan through the use of the eCon Planning Suite.

5. The Nevada Housing Division

During 2014 and 2015, WES prepared the State's 2015-2019 Five-Year Consolidated Plan, Annual Action Plan and its Analysis of Impediments to Fair Housing Choice. Part of the Consolidated Plan contained a housing and homeless needs assessment as well as a housing market analysis. WES also designed a comprehensive housing and community development survey, which was distributed throughout the state by the Nevada Division of Housing and the Nevada Governor's Office. WES evaluated the expressed needs from the survey. Questions on the survey included housing service needs for special populations as well. Furthermore, WES quantified housing and homeless needs seen from Census data, a series of focus groups, and public input meetings. WES identified the level of unmet housing need by family type, tenure, and income. Furthermore, WES assessed the non-housing community development needs and constructed the entire Consolidated Plan through the use of the eCon Planning Suite.

6. City of St. Cloud, Minnesota, Planning Department

In 2013, WES was selected to prepare a housing and homeless needs assessment for the City of St. Cloud, Minnesota. The evaluation included public input meetings, Census 2000 and 2010 assessments, analysis of additional economic and demographic data, geographic mapping of demographic change, and a forecast of housing need spanning a 20 year time period. This study also included a housing and homeless needs survey of the City, stakeholders, and other members of the community. Specific identification of the level of unmet housing needs, housing cost burdens, and other Consolidated Plan requirements were developed in the creation of the particular study.

7. Minnesota Department of Employment and Economic Development

The Minnesota Department of Employment and Economic Development, with participation of the Minnesota Housing Finance Agency and the Minnesota Department of Human Services, selected WES in 2011 and again in 2016 to prepare the State's Consolidated Plan for Housing and Community Development. This document includes an exhaustive housing and homeless needs assessment. Data was extracted from the 2010 Census as well as the 2010 Five-Year American Community Survey. Evaluation of the current economic climate was included with the assessment and how this has influenced demographic change and housing trends. These relationships were presented in tabular, chart, and geographic map formats, depending on the concept. Housing trends were explored in great detail, highlighting the disposition of vacant housing, and noting that "other housing", or vacant housing not available to the market place had risen some 155 percent over the past decade. WES prepared an on-line housing and community development survey to gather perspective and commentary about housing and community development needs throughout the State. These data collection activities also included focus groups, public input meetings, as well as conversations with other departments and communities throughout the State. The conclusion to this planning process was the production of five-year housing and community development goals, objectives, and strategies, which included a set of performance measurement activities.

8. Los Angeles County, California, Community Development Commission

In 2007, 2012, and again in 2017, the Community Development Commission (CDC) of the County of Los Angeles selected WES to prepare the County's Five-Year Consolidated Plan for Housing and Community Development. While the entire Consolidated Plan covered many



things, the housing market analysis addressed a 25-year housing forecast, by tenure and income. It also evaluated current building trends, addressed the current mortgage market and the degree of subprime lending activity, and interpreted the qualitative needs expressed in the both the 2007 and 2012 resident community surveys. Several focus groups were also conducted, one of which related specifically to the need for housing. During the second quarter of 2012, WES again began preparing the newest Five-Year Housing and Community Development Consolidated Plan for the County of Los Angeles CDC. These efforts have included surveys, focus groups, housing demand forecasts, 2010 Census and ACS data, as well as inventories and assessments of the current housing stock. This evaluation mirrored that which was performed in 2007, but included populating the Consolidated Plan and Annual Action Plan in the IDIS eCon Planning Suite.

9. The Nebraska Investment Finance Authority

Each year since 2002, WES has prepared a comprehensive, statewide housing needs evaluation for the State of Nebraska. This information reviews detailed housing statistics, by state, region, 93 counties, and 31 cities in the state. Further, WES assesses the economic and demographic influences that affect the provision and consumption of affordable housing. WES also manages a Nebraska Dashboard, which may be view by looking at www.westernes.com/Nebraska.

Data include geographic (GIS) maps, tables, charts and an exhaustive narrative. This information establishes a badly needed baseline and evaluates trends in the socio-economic complexion of Nebraska as it influences the provision of housing and housing-related services. Demographic data include a wide array of decennial census data from 1990, 2000 and 2010 as well as intercensal estimates. This includes population by race, ethnicity, and age cohorts. Additional data addressing disabled persons residing in non-institutionalized group quarters, housing value and percent of income expended on housing were drawn from the Five-Year American Community Survey. All of these data sets are expressed by county, region and state.

Economic influences, extracted from data spanning over 30 years, are evaluated. Personal income statistics, poverty data, median incomes and even personal bankruptcy statistics are inspected. The report also includes more than 10 years of labor force statistics, such as the number of people working and unemployment rates. These data aid depiction of the economic influences at work in the marketplace for housing and housing related services. Housing statistics include the decennial census data for the entire housing stock, by tenure, as well as a breakdown of the housing stock by type of dwelling unit, age of the unit, physical characteristics of the stock and the disposition of vacant housing. Of particular import was the sharp increase in "other vacant" housing, or housing not available to the market place. Additional information assessed building permit activity and value of permitted construction. This is reported for single-family dwellings, duplex, tri- and four-plex units, and buildings with five or more units. Again, these data are presented by county, region and state.

The Nebraska Department of Revenue, Property Assessment Division keeps records of all property transactions in the state. Property transaction data are captured and analyzed by county and region. Sales prices, physical condition, age, size, and other general characteristics of residential dwellings sold, by year and by county, are also described. Another research task involved a telephone survey, which determines current rental vacancy and absorption rates as well as rental prices for both market and assisted (or subsidized) units throughout the state. In the 2017 Nebraska Profile, nearly 120,000 rental units were surveyed.



10. The Wyoming Community Development Authority

Wyoming Housing Database Partnership. Following a national competitive solicitation process, WES was awarded administration of the Wyoming Housing Database Partnership (WHDP) in January of 2001 and has worked on behalf of the WHDP since that time. The State of Wyoming has nearly 590,000 people. The Partnership, formed in 1997, is a cooperative arrangement between the Wyoming Community Development Authority, the Division of Economic Analysis, the Wyoming Business Council, the Wyoming DOT, the Wyoming Association of Municipalities, and other for-profit and non-profit entities throughout the state. The following four products are simple examples of work conducted on behalf of the WHDP.

The Semi-Annual Profile of Wyoming Demographics, Economics and Housing is a two-volume document comprising a comprehensive analysis of county and state housing, economic and demographic data, as well as population migration patterns, economic influences and housing market conditions, including home sale and rental prices, which affect the provision of affordable housing throughout Wyoming. Data incorporate building permit information, tenure and homeownership rates, and a wide variety of additional data. Three types of surveys are conducted for each *semi-annual* report. One is a telephone survey of the rental market that captures vacancy rates, absorption rates, prices, and characteristics data of the rental market, such as the units designed for particular subgroups of the population (e.g., the disabled). Another survey pertains to the availability of mobile home lots. The third is another telephone survey of a sample of new residents of the state. It is used to better understand where demand will manifest itself, the preferred tenure and buy versus build choices for new residents of the state. WES manages the Wyoming Dashboard for the agency, which may be viewed at www.westernes.com/Wyoming.

The 2017 Wyoming Housing Needs Forecast documented a prediction of Wyoming's annual housing needs over the next twenty-five years. The housing forecast was separated by tenure and income of the household for each of Wyoming's counties and forty-six selected communities throughout the state. This document showed how the demand for different types of housing will indeed vary over the forecast horizon.

The 2011 Wyoming Housing Conditions Study presents research that was facilitated by the use of a series of data files prepared and submitted by each of the state's county assessors. Data contained in the files represented each residential property's appraisal record. Using this information, WES was able to quantify the characteristics of the existing housing stock as well as determine the number of housing units in the state that were in need of repair.

11. The New Mexico Mortgage Finance Agency

In 2010 and again in 2014, the New Mexico Mortgage Finance Agency selected WES to prepare its Annual Action Plan, Five-Year Consolidated Plan for Housing and Community Development and its Analysis of Impediments to Fair Housing Choice. This planning document included a discussion of the current economic climate, demographic trends, and the current housing market on its way to defining the housing and homeless needs assessment. WES evaluated the current housing stock, production and affordability of that stock, lead-based paint hazards, assessed public and assisted housing, and created a housing needs forecast. WES was able to identify the current level of unmet housing needs as well as disproportionate housing needs for selected housing populations. WES prepared a comprehensive evaluation of the state's continuum of care organizations, the service territories that were addressed and the needs of the state's homeless populations.



This housing and homeless needs assessment included an on-line housing and community development survey, from which WES was able to present the degree of need by general geographic area throughout the state, as exemplified by the affordable rental needs map presented at right. Additionally, there were four focus groups on specific housing topics, such as preservation or homelessness, and a series of public input meetings. WES produced a set of housing priorities, priority rankings, and an evaluation of non-homeless special needs. This planning process also concluded with the production of five-year housing and community development goals, objectives, and strategies, which included a set of performance measurement activities.

12. Doña Ana County, New Mexico, Community Development Department

The Viva Doña Ana regional project, conducted by the Doña Ana Community Development Department, was also funded by a grant through the Partnership for Sustainable Communities. One of the requirements associated with receiving these federal funds is to support identifying priorities for future investments that enhance equity and access to opportunity. This was handled through a Fair Housing and Equity Assessment (FHEA), in which equity refers to development patterns that structure social and economic opportunities of residents, where uneven spatial development patterns may reinforce old racial and class divides, or even create new ones. Areas of opportunity are physical places, areas within communities that provide things one needs to thrive well, including quality employment, good schools, affordable housing, efficient public transportation, safe streets, good services, adequate parks, and full-service grocery stores. Areas lacking opportunity, then, have the opposite of these attributes. Opportunity index data were downloaded from HUD's sustainable communities database for this project. The project also identified RCAP and ECAP areas. These efforts were teamed with a county wide Analysis of Impediments to Fair Housing Choice.

13. Tulsa, Oklahoma, Department of Grants Administration

In 2011, and again in 2015, WES prepared an Analysis of Impediments to Fair Housing Choice for the City of Tulsa, Oklahoma. This research and analysis included 2010 Census data, employment, income, and housing information, all of which was useful in comparing the ability of individuals to make selected housing choices. The evaluation included HUD housing complaints and the involvement of the Tulsa Human Right Department, as well as the participation of selected fair housing advocacy groups within the City of Tulsa. WES assessed mortgage lending information as well as Community Reinvestment Act lending to business throughout the City, by Census tract. WES compared the incidence of poverty with public transit routes and the ability of the citizenry to get to work by presenting selected geographic maps. WES identified selected impediments to fair housing choice and offered prospective actions for the City to consider when taking action to certify that the City will affirmatively further fair housing.

14. The City of Augusta, Georgia, Housing and Community Development Department

The City of Augusta is located about 150 miles east of Atlanta. With nearly 200,000 people, the City selected WES to prepare its AI in 2008 and again in 2013. This AI entailed evaluation of demographic, economic and housing statistics from the Census Bureau, Bureau of Economic Analysis, the Bureau of Labor Statistics and related agencies. It also collected fair housing complaints from HUD and the Georgia Commission on Equal Opportunity. The study had several opportunities for stakeholder and citizen involvement, including a series of four focus groups, designed around specific topic areas, a series of telephone interviews with stakeholders, public input meetings and formal presentations of findings and recommendations.



15. Fort Worth, Texas, Housing and Economic Development Department

In 2013, WES was selected to prepare the Fort Worth, Texas, Analysis of Impediments to Fair Housing Choice. This study involved an on-line fair housing survey, detailed presentations of the distribution of affordable housing, inspection of concentrations of racial and ethnic minorities as well as poverty. It also includes assessment of mortgage lending activities throughout the City as well as the geographic distribution of such lending in concert with Community Reinvestment Act lending throughout the City. The project included a series of focus groups, public input meetings and presentations before the City's Community Development Commission, the Human Rights Commission, and the City Council.

16. The Tennessee Department of Economic and Community Development

In late 2012, Tennessee Department of Economic and Community Development, in cooperation with the Tennessee Housing Development Agency, selected WES to prepare the State's Analysis of Impediments to Fair Housing Choice. This particular analysis included the review and assessment of decennial Census and American Community Survey data, employment and labor force information, as well as income and poverty data. Home Mortgage Disclosure Act and Community Reinvestment information was also included, depicting the ability of individuals to exercise housing choices in Tennessee. The analysis included a fair housing survey distributed to stakeholders and citizens throughout the state, inquiring about fair housing and experiences with fair housing choice. Housing complaint data from HUD and the Tennessee Human Relations Commission was analyzed, depicting the level and types of discriminatory practices that tended to occur throughout the state. A series of fair housing forums were conducted throughout Tennessee as well. The conclusion to the project included the identification of selected impediments to fair housing choice as well as a set of recommendations pertaining to actions the State could consider in mitigating or overcoming the identified impediments.

17. The Northern Marianas Housing Corporation

WES was selected to prepare the AI for the Commonwealth of the Northern Mariana Islands in 2015. WES collected demographic, economic, employment, and housing data from the 2000 and 2010 Censuses. These data were analyzed to identify trends including the racial and ethnic make-up of the population and how the population has changed over time, the disability status of residents, concentrations of low-income residents, poverty, and housing costs. These data were presented in tabular form as well as in geographic maps. The 2015 AI also required a thorough review of the Commonwealth Constitution and Commonwealth Fair Housing Act, owing to the Northern Marianas' unique legal environment. In addition, WES obtained and analyzed small business lending data gathered under the Community Reinvestment Act, along with assisted-housing data, both of which were presented in geographic maps. These actions, along with a Public Review meeting held in Saipan, resulted in the identification of impediments to fair housing choice, as well as a series of actions that the Commonwealth could consider in certifying that it would affirmatively further fair housing.

E. WES Ethics and Operating Philosophy

Our quality control mechanisms are driven in large part by our commitment, ethics, and operating philosophy. At WES, we conduct customized research to meet each client's specific needs, and we work closely with those clients to ensure that our research findings and implications are fully understood. We are dedicated to ensuring that our clients are proud of their choices, our products, and the outcomes of their planning activities. Additionally, WES offers a unique set of skills and



experiences geared toward high-quality work for both the public and private sectors. This work represents a synergy; the whole is much greater than the sum of its parts. The following list represents the most salient parts of our valued business philosophy and explains why clients continue to use our services:

- WES utilizes a comprehensive approach to all engagements. This orientation emphasizes long-term, beneficial relationships that result in effective client accomplishments.
- Having a long-term vision allows WES to create strategic solutions to operations, marketing, and planning activities.
- WES consistently demonstrates a firm grasp on the depth and breadth of key planning processes and the difficulties likely to be encountered. Our 31 years of experience encompass activities in both the public and private sectors, and our work has continuously delivered valid and reliable results.
- Because of our small size, we have the flexibility to adapt quickly to new situations while still maintaining full attention and dedication to client needs. Our proven track record for adapting to 11th-hour modifications, while still remaining on-budget and on-schedule, is a major factor behind the high level of repeat business that we enjoy from our loyal client base.
- A key to our ability to adapt is our individualized approach to every project. Each client engagement has a customized design, emphasizing the unique characteristics of the project. With such tailored methodologies, WES is able to offer highly valued products and services for cost-effective fees in concert with schedules that meet the planning needs of our clients' overall operations.
- WES's project designs acknowledge the influence of the political climate. WES understands the critical need within both the private and public sectors for an approval body review process, either of which may be open to competing interests. WES skillfully navigates projects through potentially conflicting opinions while easily fostering a collaborative team spirit.

F. WES References

The following are three representative work references.

1. Grand Valley Housing Needs Assessment. Please contact Ms. Kristen Ashbeck, Community Development Division, CDBG Administrator, City of Grand Junction, 250 North 5th Street, Grand Junction, CO 81501, Phone: 970-244-1491, fax: 970-256-4114, kristena@gjcity.org.
2. The 2017 Wyoming Profile of Demographics, Economics and Housing. Please contact Mr. Scott Hoversland, Executive Director, Wyoming Community Development Authority, 155 North Beech Street, Casper, WY, 82602 307-265-0603, fax 307-266-5414, hoversland@wyomingcda.com
3. The Centralina Council of Governments. Please contact Mr. James Prosser, Executive Director, Centralina Council of Governments, 525 North Tryon Street, 12th Floor, Charlotte, North Carolina 28202, Phone: 704-372-2416, jprosser@centralina.gov



II. WES Consulting Team

A. WES Staff Professional Qualifications and Capabilities

Led by Mr. Timothy S. Gottgetreu, as the Director of Research, the skills, experience, reliability and resumes for all professional staff members devoted to the West Des Moines Housing Needs Assessment are presented below. We will not use any subcontractors.

Robert M. Gaudin, Operating Partner

Experience and Commitment. Mr. Gaudin has worked extensively for and with the private and public sectors for nearly 40 years, from advising officers of large companies to aiding junior employees of small government entities. This broad experience with how both private industry and public sector planning is started, designed, implemented, and completed adds great value to the projects he oversees.

His expertise in economic and demographic research, housing market analysis, modeling and forecasting, and strategic planning all aid in delivery of both creative ideas and innovative solutions that impart long-lasting enhancements to housing and community development projects. His understanding of salient issues and institutional barriers exemplifies his ability to fulfill the needs of the communities he serves. Mr. Gaudin has lead responsibility for the housing market evaluations, such as Housing Profiles, Consolidated Plans, needs assessments, Analysis of Impediments to Fair Housing Choice, and many other housing, economic, and demographic studies conducted by WES for both private and public sector clients.

Mr. Gaudin's comprehensive awareness of housing and community development issues allows broadly based but focused solutions to complex circumstances. His understanding of a myriad of technical details permits the merging of theory with realism. Since establishing WES more than 30 years ago, Mr. Gaudin has enjoyed a loyal customer base due to his high ethical standards, his commitment to excellence, the trust and rapport shared with clients, and the results provided over the years.

Qualifications. Mr. Gaudin's consulting qualifications pertinent to housing evaluations include design, stewardship, analysis, document preparation, and presentation of most studies conducted by WES. When HUD's Consolidated Plan requirements were first introduced, Mr. Gaudin led development of one of the nation's first AFHs and respective Consolidated Plans for Housing and Community Development, including the detailed planning requirements contained within the housing market and needs assessment. Mr. Gaudin is the authorized representative of WES and is able to confer with chief elected officials and policy administrators on housing issues identified by WES, as well as represent clients before print and video press.

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Employment History

Operating Partner, Western Economic Services, LLC, 2016 through the present. Mr. Gaudin oversees operations of the firm, including bidding, budgeting, project planning, staff development, and internal planning and capital acquisition as well as manages selected key projects. Mr. Gaudin also manages the professional staff and still makes presentations before selected meetings, public sessions and conferences.

Director of Research and Planning, Western Economic Services, LLC, 1998 through 2016. Mr. Gaudin was the team leader. He designed WES's approach to all projects; provided quality controls and oversight; managed staff; liaised with all customers; and presented at meetings, public sessions, and conferences attended by WES.



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Senior Economist, Western Economic Services, LLC, 1986–1998. Mr. Gaudin established WES in July 1986. During this phase of the company’s development, Mr. Gaudin designed all projects, conducted statistical programming and model building, designed survey instruments, orchestrated all analyses, wrote client reports, and presented all research findings.

Senior Planning Analyst, PacifiCorp, 1980–1986. Designed, developed, and implemented integrated long-term forecasting and planning models. Prepared scenario planning and impact assessments. Coordinated activities within the company and with regional planning committees. Chaired the Pacific Northwest Utility Conference Committee’s regional economic forums. Designed and oversaw market research surveys, collected raw data, and performed economic and demographic analyses. Constructed residential customer forecasts depicting single-family, multi-family, and mobile home housing stock additions over 20 years.

Economist, Montana Governor’s Office, Office of Commerce and Small Business Development, 1979–1980. Represented governor at various community development and economic development functions. Conducted technical analyses and prepared reports for distribution regarding prospective economic development targets. Provided additional research and analysis for the governor.

Economic Consultant, Sole Proprietor, 1978–1979. Provided secondary research and report writing to Montana Industries.

Educational Background

Post-Graduate Training, Business research methods, survey design, and systems theory, Portland State University, Portland, OR, 1993.

Master’s Degree, Applied Economics, Portland State University, Portland, OR, 1985.

Bachelor’s Degree, Political Science and Economics, University of Montana, Missoula, MT, 1978.

Timothy S. Gottgetreu, Director of Research

Experience and Commitment. Mr. Gottgetreu has an MA in Economics and is the lead manager at WES. He has prepared data and analysis for AIs, housing and community development needs assessments, housing market studies, Consolidated Plans, housing and population forecasts, and related studies. Mr. Gottgetreu has designed, constructed, and continues to development and operate all housing dashboards under the WES professional service umbrella. Mr. Gottgetreu’s qualifications include evaluation, assembly, and reporting of data and related information in super-computing environments. He has conducted research in systems analysis, systems modeling, econometrics, and mathematical economics.

Qualifications. Mr. Gottgetreu also has conducted both housing market evaluations and needs assessments for numerous client organizations, such as Dona Ana County, the New Mexico Mortgage Finance Authority, the Minneapolis/St. Paul region; the cities of Bentonville, Conway, Fayetteville, Fort Smith, Jacksonville, North Little Rock, and West Memphis in Arkansas; Rockford, Illinois; Tulsa, Oklahoma; Hamilton County, Ohio; the County of Los Angeles, California; and the states of Louisiana, Minnesota, Mississippi, Montana, Nebraska, North Dakota, North Carolina, Oregon, South Dakota, Tennessee, Texas, and Wyoming.

Résumé

Employment History

Director of Research, Western Economic Services, LLC, 2016 to the present. Mr. Gottgetreu oversees production and delivery of all Profiles and Dashboards created by



WES, provides quality controls and oversight; manages staff; liaises with customers; and Mr. Gottgetreu is also the key individual who makes presentations before client Boards, client conferences, and related presentation settings.

Manager of Economic Research, Western Economic Services, LLC, 2011 through 2016. Mr. Gottgetreu oversaw and implemented all model building and statistical programming activities. He was the lead researcher and analyst for WES's quantitative and qualitative project activities. This included development of findings and graphical interpretation of those findings. He was responsible for the development of selected comprehensive housing market and needs assessment reports.

Senior Economist, Western Economic Services, LLC, 2007 through 2011. Mr. Gottgetreu implemented most model building and statistical programming activities and was the advanced researcher and analyst of data for WES's project activities. This included assisting in the development of findings and graphical interpretation of those findings, and development of reports.

U.S. Commercial Service, U.S. Embassy, 2005. Compiled data, researched, and prepared market evaluations of selected Swiss markets and industrial sectors. Facilitated interactions between Swiss and American industrial firms.

SEI Private Trust, STC Asset Movement, 2004. Assessed and evaluated account transfer activity. Reconciled data. Managed selected computer processing programs.

Educational Background

Doctoral Study, Economics, University of Oregon, Eugene, OR, 2006–2007.

Master's Degree, Economics, University of Maine, Orono, ME, 2006.

Bachelor's Degree, Economics, Mary Washington College, Fredericksburg, VA, 2003.

Ray Robinson, Jr., Manager, Public Involvement

Experience and Commitment. Mr. Robinson holds a Bachelor of Arts in Political Science and has performed leadership, program management, and regulatory oversight of units of local, state, and federal government for nearly 20 years. He has given compliance workshops and trainings, implemented policy and procedures for labor standards, and conducted environmental, fair housing, and citizen participation activities.

Qualifications. Mr. Robinson's role is in using his skills in facilitating open and frank discussions in public input, public presentation, and public review settings, ensuring both compliance and accountability for the outcome and acceptance of WES research.

Résumé

Employment History

Manager of Public Involvement, Western Economic Services, LLC, 2016 through the present. Mr. Robinson assists in facilitating public discussion of Consolidated Plans, Annual Action Plans, Housing Needs Assessments, Analysis of Impediments to Fair Housing Choice and Assessment of Fair Housing reports.

Compliance Manager, Mississippi Development Authority, March 2011 to the present. Provide leadership in strategic planning and analytical studies. Organize and conduct statewide regulatory trainings and workshop..

Grants Management Development Specialist, Mississippi Development Authority. August 2008 through March 2011. Ensure grant recipient compliance; responsible for technical training, and monitoring.

Central Mississippi Program Manager, The Nature Conservancy, January 1997 – July 2008



Educational Background

Bachelor's Degree, Political Science, Jackson State University, May 1995.

Megan A. Brace, Project Manager

Experience and Commitment. Ms. Brace holds a B.A. in Urban Studies and an MPA. Her experience has placed an emphasis on professional writing. She has substantive experience in the housing and homeless fields in her profession. Over the past three years, she has been charged with building Consolidated Plans for Housing and Community Development by using the eCon Planning Suite, as well as creating companion user friendly documents more suitable for public review.

Qualifications. Ms. Brace has been working in the housing planning and service fields for the last five years and has assisted other researchers in the development of CDBG, HMIS, and HOPWA documentation, including the review and editing of text for the AI and AFH documents, using the on-line Assessment of Fair Housing Assessment Tool.

Résumé

Employment History

Project Manager, Western Economic Services, LLC, October 2016 through the present. Ms. Brace prepares housing needs assessments, Consolidated Plan documents, creates and edits data charts, narratives, and maps in the eCon Planning Suite. She conducts progress review meetings with clients and interacts with selected clients for the housing and community development needs assessment and Consolidated Plans.

Sr. Planning Analyst, Western Economic Services, LLC, May 2014 through October 2016. Ms. Brace assists in the construction of Consolidated Plan documents, edits selected planning narratives, enters data charts, narratives, and maps in the eCon Planning Suite, and conducts data collection verification activities.

Affordable Housing Development Assistant, Townspeople, San Diego, 2012 through April 2014. Ms. Brace identified, evaluated, and negotiated partnerships with other organizations. She represented Townspeople at public input meetings. She was the primary grant author and lead CDBG application writer.

Planning Intern, City of Oceanside, CA, 2011. She was the primary author of City's updated density bonus ordinance, assisted City staff in updating Housing Element, and conducted field work and analysis of potential affordable housing sites.

Educational Background

Masters of Public Administration, California State University, San Bernardino, 2014.

Bachelor of Arts, Urban Studies, University of California, Berkley, 2010.

Kristen M. Bennett, Operations Manager

Experience and Commitment. Ms. Bennett holds a BA in Liberal Studies and has a background in cultural anthropology. She conducts quality controls, data entry, and verification of source information on data presented in our reports. Additionally, she develops, edits, and implements our telephone, internet, and printed survey forms. She also enters Consolidated Plan narratives, data, tables, charts, and maps into the IDIS eCon Planning Suite for the Five-Year strategy as well as the Annual Action Plan.

Qualifications. Ms. Bennett provides assistance to the team and her focus area is in support of document design and production, quantitative analysis, and survey designs. She also creates high quality formatted documents in InDesign. She has assisted in the analysis, evaluation, and



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preparation of documents for Alabama, Colorado, California, Georgia, Ohio, Dona Ana County, Minnesota, Mississippi, Montana, Nevada New Mexico, Nebraska, North and South Carolina, North Dakota, and Wyoming, as well as the Commonwealth of the Northern Mariana Islands.

Résumé

Employment History

Operations Manager, Western Economic Services, LLC, 2017 through the present. Ms. Bennett manages the survey team, conducts research and analysis, prepares and edits various presentations, phone, internet, and printed survey instruments. She is also in charge of office operations, being sure that it runs smoothly and effortlessly.

Operations Supervisor, Western Economic Services, LLC, 2014 through 2016. Ms. Bennett oversaw survey data collection, document production, and related operational tasks. She assisted with the collection of socio-economic and demographic research and analysis, data verification, and survey support and analysis.

Assistant Analyst, Western Economic Services, LLC, 2012 through 2013. Ms. Bennett conducts data collection, socio-economic and demographic research and analysis, data verification, and survey support and analysis.

Survey Assistant, Western Economic Services, LLC, 2011 to 2012. Coordinated telephone activities, data entry, and related aspects of survey research projects. Monitored quality and productivity. Responded to client and respondent requests. Participated in telephone interviews.

Intern, Marathon Education, 2010. Re-organized comprehensive database to track sponsor and recipient funds. Ensured accuracy of data through telephone and other research.

Educational Background

Bachelor's Degree, Liberal Studies, Portland State University, Portland, OR, 2012.

Associate of Arts, The Community College of Baltimore County, Maryland, 2000.

William C. Wright, GIS and Policy Analyst

Experience and Commitment. Mr. Wright holds a Master of Science in Policy Studies and has conducted substantive research using SPSS statistical software and related programs. Since arriving at WES, he has used his strong policy analysis and public sector background to research, analyze, and report on the unique issues and context of every project. He also uses his skills in GIS to perform spatial analysis and aid in the visual presentation of our findings. While some of these are used in the eCon Planning Suite, the Assessment of Fair Housing has a much higher need for such activities.

Qualifications. Mr. Wright's primary role is to analyze and present demographic, economic, housing, and other data for housing and community development projects, and assist the other analysts in the processing and evaluation of data. In particular, he applies his skills in thematic mapping and characterizing spatial relationships as well as interpreting public ordinances and practices and policies.

Résumé

Employment History

GIS and Policy Analyst, Western Economic Services, LLC, October 2016 through the present.

Mr. Wright performs research, conceptual analysis, and writing of research documents; provides support to sophisticated statistical programming; interprets data results; and



presents information in thematic mapping designs. Mr. Wright also assesses and interprets local land use ordinances and policies as they relate to promoting affordable housing.

Research Analyst Intern, Johnson Economics, July 2016 through October 2016. Creating dashboards and interactive spreadsheets to represent big data involving economic, demographic, and labor trends across Metro Portland. Designed custom GIS layouts for optimal data visualization.

Assistant Planner, Mackenzie, October 2015 through June 2016. Prepared GIS maps and other research support for senior staff

Educational Background

Master's Degree, Master of Urban & Regional Planning, Virginia Commonwealth University, May 2015

Bachelor's Degree, Bachelor of Science, Math & Economics, Furman University, May 2011

Kathryn L. Rosson, PMP, MBA, Information Systems Manager

Experience and Commitment. Ms. Rosson has a diversified background in information technology project management; she provides technical support for all WES technology related functions, including client/server, business applications and operations efficiency. She has provided information technology and application assistance for WES projects implemented in California, Georgia, Ohio, Minnesota, Montana, New Mexico, Nebraska, New York, North and South Carolina, Tennessee, and Wyoming.

Qualifications. Ms. Rosson is a Certified Project Management Professional. Her skills include Web Design, HTML, CSS, and SharePoint technologies; she is an expert in integrating the MS Office Suite applications including MS Expressions and InfoPath.

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Employment History

Information Systems Manager, Western Economic Services, LLC, 2012 through the present.

Ms. Rosson maintains network hardware and software, aids in administering video conferencing, and confirms the certification and licensing of WES software developed products. She manages software installations and creates web based documents.

Project Manager, Mountain Glass, 2002 to 2011. Migration of Windows 2000 network to SB2003. Managed MS Exchange 2003, Active Directory and MS Live Communications. Configured Remote Web Workplace.

Educational Background

MBA, Sustainable Business, Green Mountain College, Poultney, Vermont, May, 2016

Bachelor's Degree, Sustainable Business, Marylhurst University, Portland, OR. June 2014

Certified Project Management Professional, Project Management Institute, June 2013



III. WES Proposed Scope of Work, Schedule, and Budget

A. Goals and Purpose of this Study

The goals of this Housing Needs Assessment are to enhance the understanding of housing issues through the City of West Des Moines, including housing gaps and prospective priorities. This housing evaluation encompasses an array of housing and housing related services. While these may include housing for the disabled or seniors it also emphasizes affordable housing options for lower income households. With these results, the City of West Des Moines will be able to reach commonly shared objectives and strategies for resolving its housing challenges over the next several years, with WES facilitating this in such a way that builds a collaborative spirit.

This project has two main purposes: 1) collect and evaluate both quantitative and qualitative information about housing needs in the City of West Des Moines; and 2) prepare a Housing Needs Assessment that can aid formulating local housing policy and support housing project decisions.

While one objective of this process is to prepare the Housing Needs Assessment expertly, another is to review, develop, and refine of the long-term community vision. This vision is created out of the cooperative efforts of the City and the participating jurisdictions and stakeholders in the planning process, especially related to funding applications, organizational planning, growing the population with more permanent residents. WES will ensure that such vision and the strategies and planning objectives derived from the vision reflect both the needs and desires of the City and complement actions the City may take.

The overriding mandates for WES to follow in preparing the Housing Needs Assessment are very simple. WES will produce housing research and a planning document that has sprung from a city-wide collaborative effort and that has drawn upon the diverse knowledge and experiences present in City of West Des Moines. The results will unite people and engender a shared community vision. Further, it will contain strategies that can be implemented to move the community along the desired path, being certain that supplies of affordable and workforce housing can be brought to the market. The scope of work that WES is proposing has three main design parameters that aid in ensuring the City successfully attains its goals: guaranteed respondent anonymity in the surveys, an open and transparent process, and a strong blend of quantitative and qualitative analysis.

The Guarantee of Anonymity, as a part of the housing market survey process, is designed to foster trust, allowing people to feel open and expressive about where they see difficulties, complications, solutions, and nuances within the housing arena. These feelings, opinions, and expressed preferences will only be reported in summary format. Building a cooperative team, encompassing the broad array of opinions and differing feelings within the community, and respecting diversity are absolutely imperative. WES is merely the messenger communicating sentiments in sympathetic yet tempered language, allowing a fair and even dialogue.

The Open and Transparent Process associated with the entire project but especially in the Public Input Meeting, is designed to bring both providers and consumers of housing to the table in a non-threatening environment that lacks any judgmental overtones. Our emphasis is to build a constructive setting, to exchange information and experiences, and to engender a team spirit that works toward building consensus about the community's housing needs. Having a neutral yet exploratory tone, the process emphasizes consensus building and reaching conclusions together as a team.

The Blend of Quantitative and Qualitative Analysis represents our best efforts to build only the most balanced, even, and strong cases relating to describing the housing market and current and

emerging housing demands. Both analytical approaches will be used to reinforce each other, and will avoid wishful, unsupportable, and perhaps incautious or inflammatory pronouncements. These scientific approaches will be used to bridge differences in perceptions, as well as focus on measurable goals and identifiable objectives relating to better understanding the variety of housing needs, thereby building a more viable and diverse community future.

B. Five Step Implementation Process

WES envisions this assessment being initiated fairly soon and completed within six months. Development of the Housing Needs Assessment will cover several general topic areas: depiction of the economic and demographic change and current housing trends, then the demographic picture of the City of West Des Moines, and the housing inventory; the City's actual rental and homeowner housing market conditions; the current and emerging housing issues; housing gaps and estimated housing needs in the City of West Des Moines, by tenure and income, with additional consideration of special needs categories. Completion of the Housing Needs Assessment will be implemented in five phases, as follows:

Phase I – Orientation starts with an Orientation Meeting to confirm our respective responsibilities, the schedule, and product deliverables. During the orientation, we will also review several pieces of information, such as the draft citizen and stakeholder Housing Needs Survey and available GIS mapping data. WES will also receive some data from the City.

Phase II – Data Collection and Analysis represents data collection and evaluation of that information, including periodic progress review meetings with City staff. This will include evaluation of economic, demographic, and housing information from the 2000 and 2010 Censuses, the 2016 American Community Survey (ACS), the Bureau of Economic Analysis (BEA), and the Bureau of Labor Statistics (BLS). Phase II will incorporate a housing market inventory, which includes local real estate agent and property manager information, such as their MLS statistics, residential building permit activity and the number of units under production, housing prices, rent levels, vacancy rates, and the location and distribution of public housing. Further, it will also include three surveys: one of employers, another of citizens and stakeholders and a third for new residents. WES also will perform an assessment of housing demands over the next 20 years.

Phase III – Preliminary Housing Needs Findings incorporates the preliminary quantitative and qualitative findings from Phase II and offers them to the public in a Public Input Meeting as a set of preliminary findings for review. Outreach and involvement of both stakeholders to the Housing Needs Assessment as well as the general public will be useful in identifying a commonly held vision for the level of current need as well as future needs for housing, including market-rate, affordable, and work force housing for the City of West Des Moines, by tenure and income. This phase incorporates the public input and begins development of the preliminary strategies and prospective actions associated with the identified housing. It concludes with a strategy session.

Phase IV – Housing Needs Strategies and Goals represents the preparation of a Draft Report for Internal Review. It incorporates the findings with internal strategy sessions; identifies housing needs and explores strategies to address the needs, including actions the City can consider to address housing needs and the identified gaps, by tenure and income. WES will ensure that the description of such items fit logically and easily into the overall planning and reporting system envisioned by the City.

Phase V – Draft Report, Public Review, and Final Report concludes the project. WES will provide a Draft Report for Public Review, make a formal presentation at any venue so desired by the City, receive comments from City and other interested parties, and then submit the final report to City of

Stakeholders
mtgs?

West Des Moines. The document will identify the current housing gap, by tenure and income, as well as future gaps, with options for the City to consider, along with indicators of financial tools and mechanisms that may be available to the City.

C. Proposed Methodology

WES views the methodology employed here as comprising five key activities: primary research, secondary research, quantitative analysis, qualitative analysis, and public involvement. Each are defined below and include a more detailed narrative explaining activities to be undertaken during each of these research activities.

Task 1. Primary Research. Primary research is defined as the collection of data that does not yet exist. In general, such activities involve using a survey instrument, whether implemented via the internet, on-site visits, exit interviews, telephone, mail, or video recording. For the work performed by WES, data is collected by asking for a response to a statement, in written or spoken form. Responses can be open (i.e., “Tell me what you think”) or closed (i.e., “Select one of the following choices”). WES uses predominantly online, mail, and telephone surveys.

The primary research activities will begin with three surveys: a citizen and stakeholder survey, a new resident survey, and an employer survey. The first will be an online survey instrument, announced through a mass-distribution email to stakeholders, citizen advocates, policy makers, and the general public soliciting their input to their perceptions of the housing market, and its health, vitality, current status, and the City’s housing needs, including the needs for the disabled, seniors, and other special populations. WES will also be using this instrument to address perceived housing needs, current housing challenges, and the type of vision respondents to the survey may have for the future of the City.

More specifically, this survey will aid in identifying unfolding housing demand, housing supply, housing suitability and accessibility, community sentiment regarding affordable housing and housing barriers experienced by both consumers and providers of housing and housing related services. This will include both private sector and public sector issues related to rehabilitation, redevelopment, and new construction, as well as preferences for particular types of housing, such as single family, townhome, condominium, or apartment rental units. The surveys will also be available for distributing in hard-copy format, such as at meetings, City offices, and other locations.

WES will also conduct two more telephone based surveys. The Employer Survey will determine the level of seasonal workers, where they are housed, and the results of housing searches by new employees. This will be done by developing a list of employers to contact. The new resident survey will be to interview new residents to assess the housing search in the City and identify any concerns or issues.

Task 2. Secondary Research. Secondary research is the collection of information that already exists. Simple examples might entail downloading 2010 Census or 2016 ACS data or collecting and processing building permit data and employment and income statistics. Secondary research activities can be very complicated, due to the large variety of competing and sometimes contradictory data sources. WES understands how to determine which sources are reliable and which are not valid.

WES will define current population and household profiles for the City, including ethnic and racial minority concentrations; density of low-income, middle-income and high-income households; vacancy rates and the disposition of the vacant housing stock; housing values; the percentages of income spent on housing; the numbers of households in certain income



brackets, including those in poverty; housing tenure and overcrowding; housing cost burdens; housing conditions; and other demographic and housing data from the decennial Censuses and the 2016 ACS. This research includes assessment of the existing stock in terms of demand and supply.

WES will determine vacancy and absorption rates by soliciting input from real estate agents by requesting information from their multiple listing service. Additionally, WES will create geographic maps depicting several of the concepts mentioned above, using 2010 Census and 2016 ACS data. Shown by Census tract, visual representation of these data will help explain the housing needs and the status of the housing market.

However, another research endeavor for West Des Moines will be one uniquely West Des Moines data collection effort. Work with the County Assessors to capture a data extract from the CAMA systems from Polk, Dallas, and Warren Counties that contains residential property class records, as well as commercial properties used for residential purposes (apartment buildings). In this, we will be able to determine the physical condition, the grade, age, size, price of the housing units, and the year it was last sold, among other variables. WES will start this effort early, to be sure that we have all three counties and that all the data is consistent among them.

Task 3. Quantitative Analysis. This type of analysis results in numbers. Specific values are identified through econometric analysis and forecasting, optimization, linear programming, cost/benefit analysis, or other types of evaluations. Sometimes this analysis is very simple, such as computing the disproportionate share of a particular population; other times the analysis can result in a very broad set of numbers, such as a 25-year housing demand forecast that results in predicting household formation by tenure by income for specific household types. WES is highly skilled at developing and managing large data systems, particularly those appropriate for the Housing Needs Assessment desired by the City of West Des Moines.

Properly scaling the quantitative analysis must be done with care, as two basic needs must be met: one pertains to the short-term needs of City, its housing, and the demands faced over the upcoming few years; the other relates to the long-term vision that the City may wish to entertain for its overall housing and homeless planning environment. WES will assist the City in neatly uniting these processes.

WES will identify the number of households in need of housing for extremely low-income, low-income, moderate-income, and middle-income families; renters and owners; elderly persons; single persons; and large families. Many of these details can be extracted from the 2010 Census as well as the 2016 American Community Survey. Through these primary and secondary data collection activities, WES will be able to quantify the City's housing needs.

Task 4. Qualitative Analysis. WES defines qualitative analysis as the evaluation of data related to non-numerical values, such as assessing expressed opinions and feelings. Many of the data for this research activity come from primary research activities, such as the surveys mentioned above. In the housing evaluation arena, qualitative analysis is very important, since needs are often ranked in terms of their relative importance to the community. WES uses qualitative analysis to capture and express the opinions, feelings, and preferences of the survey respondents as they relate to housing, the demand for housing, the provision of housing, and housing-related services. This type of analysis will play a key role in the City of West Des Moines Housing Needs Assessment.



When looking ahead toward public policy decisions and the ability of the collective to reach an agreement on the prioritization of need, one cannot plant the seeds of accommodation too soon. Securing citizen, stakeholder, and agency involvement in an organized, non-threatening, constructive environment is a critical element to the success of the project.

With that in mind, WES will reach out and directly contact members of various groups and interested parties via the stakeholder and resident survey instrument at the onset of this planning process. There are two very important reasons for contacting these groups: collecting valuable data about housing needs, and gathering additional information that will likely be volunteered by respondents regarding perceived needs and barriers. WES will also use the survey instrument as a method to promote additional citizen participation.

Data collected will be broad and address several perspectives, including those of real estate agents, property managers, representatives from the community, developers, and other special needs service providers. The facts, opinions, perceptions, ideas, solutions, resolutions, or even complaints gathered through these surveys will not alter, mold, or specifically influence the quantitative analysis discussed above. Instead, these activities will enhance it. These are feelings not prone to simple numerical manipulation, but are presented more in terms of such things as hopefulness, optimism, or concern. Such opinions can guide the City in setting a prioritization scheme for the quantified housing needs noted above.

Task 5. Public Involvement. Public involvement is a requirement for preparing a superior Housing Needs Assessment; and WES suggests that it should be a part of this evaluation process in order to accurately assess the level of need in the City of West Des Moines. WES is proposing that City hold a Public Input Meeting, which is to be held during Phase III of the planning process. The second public involvement opportunity will arrive after release of the Draft Report for Public Review and during a formal presentation of findings. WES is unequivocally committed to an open and transparent process and believes that the best approach is for WES to make a presentation at the Public Input Meeting and the Public Review Meeting.

D. Sequential Scheduling of Activities and Tasks

The following proposed scope of work is structured in an outline format, describing details about our steps, analysis, methods, results, and deliverables. The primary emphasis is in the technical methodologies and research and timing of product deliverables that accompany our proposed fixed-price budget.

Phase I – Orientation

- A. WES will initiate organization and preparation of work quickly after execution of the contract, expected to occur in the September of 2017.
- B. WES and City’s representative will meet to conduct an Orientation Meeting. The meeting has the following purposes:
 1. Exchange information and discuss the content, tone, analysis methods, expectations, and schedule of deliverables. The following items are to be provided to WES by the City:
 - a. For the citizen and stakeholder survey, the City will be asked to prepare email lists of entities that provide or are interested in housing and housing related services. This list is to include agencies, organizations, and interested parties that may be considered stakeholders in the City of West Des Moines Housing Needs Assessment. The list can be of any size. It will be used for gathering information for the housing needs assessment. Survey contacts should include representatives of at least the following groups:



- i. Housing builders and developers, including non-profit and agency housing providers;
 - ii. Local government representatives, such as those involved with building codes, planning and zoning, and related issues;
 - iii. In-need service providers, such as entities providing housing services to those with mental or physical disabilities, the homeless, victims of domestic violence, operators of emergency and transitional housing facilities, farm workers, ethnic and other advocates, and related groups;
 - iv. Bankers, lenders, and mortgage brokers, as well as real estate agents;
 - v. Assisted and market-rate property managers;
 - vi. Low-income constituencies; and
 - vii. Other special interest or special needs services organizations.
- b. For the Employer Survey, the City will provide a list of up to 100 employers, with contact numbers, from which WES will conduct a telephone survey of employers in the City of West Des Moines.
 - c. For the new resident survey, WES and the City was is to be considered a “new” resident and then solicit input from the Chamber and others who may know of new residents. The list should not exceed 100 people, WES will initiate the telephone survey of these new residents.
 - d. The City will identify and provide the building and zoning codes that allow accessory dwelling units. This will allow WES to review them.
 - e. The City will provide an enumeration of known planned rental projects, by type and the number of units.
2. WES and the City will discuss the services that are to be performed by the City during the Housing Needs Assessment development process, as follows:
 - a. Selection, acquisition, and coordination of locations for the Public Input Meeting and the Public Review Meeting.
 - b. All notifications of the Public Input and Public Review meetings, as well as related planning process notifications and public relations activities for the Housing Needs Assessment.
 - c. The City will provide a projector and computer for the public input and review meetings.
 3. WES and the City will also address the details of the public involvement process.
 - a. WES and the City will discuss the tone, content, and desired structure of the Public Input Meeting. This meeting will be intended to last up to two hours, with WES making up to a one-hour PowerPoint presentation of preliminary findings from the Housing Needs Assessment.
 - b. The Public Input Meeting is budgeted to occur with a strategy session immediately following the meeting. WES and the City will select a tentative date for this during the orientation meeting.
 4. WES will present the proposed draft email letter and survey instrument for the Stakeholder and Citizen Survey that will be implemented. WES anticipates receiving input about the survey at this meeting. The survey protocol is as follows:
 - a. The City will send the survey announcement to the selected list of stakeholders. The announcement will contain the link to the online survey instrument.
 - b. The City will urge stakeholders to forward the survey to other people interested in the process.
 5. WES will also present the script that WES will follow with telephone new residents and of the employer surveys.



6. WES and the City will review and set tentative dates for the number of other progress review meetings that WES may need to attend. The fixed budget calls for four visits to City of West Des Moines.
7. WES and the City will discuss the items that will come out of work being prepared on behalf of the IFA. These are to be at least the following:
 - a. Current rental and vacancy rates by number of bedrooms and building type.
 - b. Housing needs forecast, by tenure, by year, by income.
- C. Within three days of the Orientation Meeting, WES will submit the first progress review memo. It will document the tone and content of the meeting, as well as any understandings shared at the meeting. Progress review memos will follow approximately bi-weekly thereafter as they relate to work conducted on the Housing Needs Assessment, until submittal of the Draft Report for Internal Review.

Phase II – Data Collection and Analysis

- A. For the Stakeholder and Citizen Survey, WES will receive a copy of the email list and prepare the Web link and suggested narrative to accompany the broadcast email announcement. The City will actually send the email announcement to the survey list contacts.
- B. WES will initiate the Employer survey and the new resident survey.
- C. WES will contact the Assessors and form the database request from the CAMA system. WES will begin analyzing the data, once received. It is anticipated to take about two weeks to discuss with the Assessors and then to make the request. Additional time will be required to verify that the data intended to be received was indeed received. It is expected that this will be completed in November.
- D. WES will begin extracting pertinent economic, demographic, and housing data from the 2010 Census, the 2016 American Community Survey, and other related sources. Please note that the 2016 ACS data will be released in December 2017. Hence, if we wish to use this more up-to-date data, we should wait until December to collect this information.
- E. WES will offer perspective on trends seen in the data, as it relates to the City of West Des Moines. Key data include:
 1. Population;
 2. Households by tenure, with children present;
 3. Average household size by tenure;
 4. Household and family income, by income range;
 5. Percent of income spent on housing by tenure, including cost burdens;
 6. Median rents and home values;
 7. Rental and homeowner vacancy rates;
 8. Number of housing units, by type;
 9. Units with incomplete plumbing or kitchen facilities; and
 10. Overcrowding and severe overcrowding in households.
- F. WES will extract pertinent economic, demographic, racial composition, ethnicity, and age cohort data from the 2010 Census and the 2016 ACS data releases for the City of West Des Moines. Some key data elements to be evaluated include:
 1. Households, by size;
 2. Households having less than 30 percent Median Family Income (MFI), 31 to 50 percent MFI, 51 to 80 percent MFI, 81 to 95 percent MFI, and above 95 percent MFI, segmented by household size, owner and renter households, and elderly and small and large renter households;
 3. Population by race and ethnicity;



4. Age cohorts of the population, with particular attention paid to the elderly and frail elderly populations;
 5. Disabled individuals;
 6. Housing tenure;
 7. Racial and ethnic composition of the population; and
 8. Households experiencing housing cost burdens for the year 2015.
- G. WES will prepare several geographic maps that display many of the concepts presented above by 2010 Census tract.
 - H. WES will evaluate all completed stakeholder and citizen surveys and process the data.
 - I. WES will analyze the building permit data from 1980 through 2016 for single-family, duplexes, tri- and four-plex buildings and multi-family structures with five or more units. Value of single-family new construction will be analyzed over this same time period as well.
 - J. WES will collect available labor force, employment, and unemployment statistics at the City level. These data will span at least the 1990 through 2016 time period.
 - K. WES will collect BEA information describing full and part-time employment from 1969 through 2015, for the County.
 1. This information will also include real average earnings per job, per capita income, dividends, interest, and rental income, and total personal income over the same time period.

Phase III – Preliminary Housing Needs Findings

- A. WES will complete the on-line Stakeholder and Resident Survey process and analyze the survey responses.
- B. WES will begin drawing inferences from all previous quantitative and qualitative analyses of data. These inferences will fall into one of the following categories:
 1. Housing market conditions, including the affordability and availability of current housing given current incomes and wage rates. The entire housing market will be segmented by tenure (rent or own) as well as by income (the income categories noted in Phase II, F.2, above).
 2. Barriers identified by respondents to the surveys, including households experiencing housing problems. Such problems are defined as having one or more of the following problems: overcrowding, severe overcrowding, cost burdens, severe cost burdens, or lack of complete plumbing or kitchen facilities. WES will determine the number of households experiencing problems in each of these problem categories as well.
 3. Perceived needs for new and rehab housing, by tenure.
- C. These inferences will address degree of need for affordable housing and housing related services, comprising such things as:
 1. Quantitative findings presented in tabular and graphic forms,
 2. Qualitative findings presented as itemized lists of expressed needs, and
 3. Other issues such as expressed barriers to affordable housing.
- D. WES will complete a housing demand forecast, by tenure and income for the City of West Des Moines. This housing demand forecast will extend at least 20 years and define households by tenure (rent versus own) and by income for those income groups identified in Phase II, F.2, above).
- E. WES will summarize the results of work conducted to date and submit the information as a Progress Review Memo. The information contained therein, along with other data collected for the housing study, will form the basis for the Public Input Meeting presentation. It will include a discussion of barriers to housing development, including institutional issues



- associated with the regulatory environment. Such barriers will be identified in the Stakeholder and Resident survey
- F. WES and the City will conduct a Progress Review Meeting.
 - G. WES will develop the 60-minute PowerPoint presentation to be offered at the Public Input Meeting. The meeting will also allow citizens to provide testimonial, commentary, and perspective about housing in the City of West Des Moines.
 - H. WES and the City will hold a debriefing session immediately following the public meeting to discuss input, the state of the Housing Needs Assessment, as well as strategies, goals, and actions the City may wish to consider.
 - I. WES will submit a Progress Review Memo of these concepts, notions, and issues, as well as all shared understandings and agreements.

Phase IV – Housing Needs Strategies and Goals

- A. WES and the City will meet to verify preliminary findings that will be released with the draft report, including housing needs, and recommended actions and strategies, and related issues.
- B. WES and the City will discuss prospective strategic objectives, goals, and alternative or possible performance measurement criteria. Such discussions will include the following:
 - 1. Locations available for potential development, and
 - 2. Public sector barriers that may need to be removed.
- C. Some discussion about tactics useful for achieving the objectives will also be addressed. The topics may include:
 - 1. Housing needs and suggested prioritization schemes,
 - 2. Options for strategic goals and objectives,
 - 3. Other criteria to measure progress toward attainment of strategic goals, and
 - 4. Reduction of barriers to the development and preservation of housing.
- D. WES will begin preparing the Draft Report for Internal Review.

Phase V – Draft Report, Public Review, and Final Report

- A. WES will incorporate all previous data, analysis, needs assessment, and evaluation of strategic objectives and submit a Draft Report for Internal Review.
 - 1. The document will include an executive summary.
 - 2. The report will contain a detailed discussion of the current socio-economic context, the housing inventory, the housing market, a housing needs assessment, and other reference data and narratives.
 - 3. The Draft Report for Internal Review will be submitted in late January 2018.
- B. WES is to receive comments back from the City within two weeks. WES will then deliver the Draft Report for Public Review. The City may elect to hold a 30-day public review period. During this period, WES will make a presentation at the Public Review Meeting during this time.
- C. WES will receive final comments about the City of West Des Moines Housing Needs Assessment and then submit the final report in latter February 2018.

E. Proposed Schedule

WES anticipates that consultant selection will conclude in September 2017, with final contract negotiation and fully executed contract documents can be completed at that time. If so, WES is willing and able to initiate contract activities soon thereafter, and can schedule the Orientation Meeting soon thereafter. This project will continue to progress over the next several months. The proposed schedule is presented in Exhibit 1, on the following page.



Exhibit 1
Proposed Schedule
A week is equal to "•"

Tasks	Sept	Oct	Nov	Dec	Jan	Feb
Meetings or conferences with the City	•	•	•	•	•	
PHASE I – ORIENTATION						
WES receives executed contracts	•					
WES prepares agenda materials and emails	•					
WES orientation meeting occurs	•					
City approves of the 3 surveys	•					
WES submits progress review memo	•					
WES initiates data collection	•					
PHASE II - DATA COLLECTION AND ANALYSIS						
WES begins Employer survey	••••					
WES begins collecting economic and demographic information	•••••					
WES begins resident and stakeholder surveys		•••••	••••			
WES begins collecting housing information		•••••	••••			
WES and City conduct progress review meeting in City			•			
WES draws inferences				••		
WES collects 2016 Five-Year ACS data				••		
WES begins assembling all the data into system of analysis				••		
PHASE III – PRELIMINARY HOUSING NEEDS FINDINGS						
WES completes the housing forecast, by tenure and income				•		
WES completes the gap analysis, by tenure and income				••		
WES draws preliminary findings from the surveys				••		
WES confers with the City				•		
WES has public input meeting				•		
PHASE IV – HOUSING NEEDS STRATEGIES AND GOALS						
WES begin inferring a set of strategies for the City to consider				••		
WES concludes all the analysis				••		
WES begin preparation of draft documents				••	•	
PHASE V – DRAFT REPORTS, PRESENTATION, AND FINAL REPORTS						
WES submits Draft Report for Internal Review, January 2					•	
WES receives comments on Draft Report for Internal Review January 12					•	
City holds a public review meeting						•
WES receives final comments						•
WES submits Final Profile Reports in February						•

F. Proposed Budget

The proposed budget represents the sum of our labor categories, purchased materials, travel expenses, and all other related direct costs for completion of the entire *West Des Moines Housing Needs Assessment*. It includes all preparatory and progress review meetings, data processing, telephone expenses, analysis of findings, development of draft and final reports, as well as all research presentations and interagency and related coordination activities. WES is proposing to conduct this study for \$34,990.

While an estimate, Western Economic Services is proposing to provide the products and services herein described on a "fixed cost – not to exceed" basis. Billing will proceed by calendar month, October 1 through March 1, proceeding over a six month period, starting with the first five in equal amounts each month of \$5,800 and the final payment in the amount of \$5,990

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

DATE: September 18, 2017

ITEM:

Resolution - Establishing Public Hearing
Regarding the Final Design, Site Selection and Consideration of Acquiring Agricultural Property
Raccoon River Drive Bridge Replacement near South Jordan Creek Parkway

FINANCIAL IMPACT:

None at this time.

BACKGROUND:

State law requires a public hearing prior to the authorization for acquisition of agricultural property necessary for a public improvement project. A Public Hearing should be scheduled for 5:35 p.m. on October 16, 2017.

A copy of the notice that will be mailed to property owners is included in the packet.

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 Establishing Public Hearing Regarding the Final Design, Site Selection and Consideration of Acquiring Agricultural Property
- Ordering the City Clerk to publish the notice of intent to commence a Public Improvements project and to Acquire Agricultural Land

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
Legal	Richard J. Scieszinski, City Attorney <i>RJS</i>
Agenda Acceptance	<input checked="" type="checkbox"/>

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

**RESOLUTION ESTABLISHING PUBLIC HEARING REGARDING THE FINAL DESIGN,
SITE SELECTION AND CONSIDERATION OF ACQUIRING AGRICULTURAL PROPERTY**

**RACCOON RIVER DRIVE BRIDGE REPLACEMENT NEAR SOUTH JORDAN CREEK PARKWAY
PROJECT NO. 0510-023-2016**

WHEREAS, the City of West Des Moines is initiating the construction of above named project (hereinafter "Project") which will include the acquisition of private property necessary for the location, construction and operation of bridge and storm water improvements;

WHEREAS, the acquisition of private property necessary for the Project includes agricultural property;
and

WHEREAS, Code of Iowa Section 6B.2A requires a municipality to hold a public hearing to receive input regarding the final design and site selection for a public improvement project in which agricultural property will be acquired; and

WHEREAS, pursuant to state code it is necessary to set a public hearing date and provide written and published notice regarding the public hearing to each owner and contract purchaser of agricultural property which may be the subject of acquisition for the Project; and

WHEREAS, the City is established a public hearing date to receive public input regarding the general nature of the Project, determine the source of funding for the Project, review the site-specific design and location of the Project and determine if the acquisition of agricultural property, through voluntary purchase or condemnation, is for a public purpose and necessary for completion of the Project.

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

1. A public hearing time and date of 5:35 p.m. on October 16, 2017 is established to consider the Project.
2. Pursuant to Code of Iowa Section 6B.2A, written and published notice of the public hearing shall be made to each owner and contract purchaser of agricultural property which may be needed for construction of the Project.
3. The City Clerk is ordered to publish said notice of public hearing and provide written notice to affected property owners and contract purchaser.

PASSED AND ADOPTED this 18th day of September, 2017.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

**NOTICE OF INTENT TO COMMENCE A PUBLIC IMPROVEMENT PROJECT
AND TO ACQUIRE AGRICULTURAL LAND FOR THE PROJECT**

**RACCOON RIVER DRIVE BRIDGE REPLACEMENT
NEAR SOUTH JORDAN CREEK PARKWAY
PROJECT NO. 0510-023-2016**

All or a portion of the property as shown on the Parcel Location Map attached hereto as Exhibit "A".

TO: Owners and Parties in Possession

Under the provisions of Chapter 6B of the Iowa Code, a governmental body which proposes to acquire agricultural land under power of eminent domain for a public improvement project is required to give notice of intent to commence the project to all owners of such agricultural land whose properties may be acquired in whole or in part for the project (see Iowa Code §§ 6A.21(a) and 6B.2A)

1. DESCRIPTION OF THE PROJECT.

NOTICE IS HEREBY GIVEN to the above identified owners of agricultural land that the City Council of the City of West Des Moines, Iowa will consider authorizing the commencement of a project to acquire property and property interests for the construction of bridge and storm water improvements which will comprise the Raccoon River Drive Bridge Replacement Project near South Jordan Creek Parkway.

2. PRIVATE PROPERTY MAY BE ACQUIRED BY PURCHASE OR CONDEMNATION.

If the above described project and/or acquisition of property is approved by the City Council, the City will be required to acquire property for the project improvements. Upon review of Dallas County property records, it appears that agricultural land and property interests owned by the identified persons/entities may have to be acquired in whole or in part for the Project. The City will attempt to purchase the required agricultural land and/or property interests by good faith negotiations, and it may condemn those properties which it is unable to purchase. The proposed location of the above described public improvement is shown on a conceptual drawing of the Project which is now on file in the office of the City Clerk and available for public inspection.

3. CITY PROCESS TO DECIDE TO PROCEED WITH THE PROJECT AND TO ACQUIRE PROPERTY; CITY COUNCIL ACTION REQUIRED TO PROCEED WITH PROJECT; OPPORTUNITY FOR PUBLIC INPUT.

In making the decision to proceed with the Project and to authorize the acquisition of property and property interests, the City Council will hold a public hearing, giving persons interested in the proposed Project the opportunity to present their views, including the proposed acquisition of property. The public hearing will be held during the City Council's regularly scheduled meeting on **the 16th day of October, 2017 in the City Council Chambers, City Hall, 4200 Mills Civic Parkway, West Des Moines, Iowa, commencing at 5:35 p.m.** In order for the City to proceed, the City Council will be required to consider and approve the Project and authorize acquisition of private property by Council resolution following the public hearing.

If the Project is approved, an appraiser retained by the City will determine the compensation to be paid for property or property interests that are needed for the Project. The City will offer no less than the appraised fair market value and will attempt to purchase only the needed property by good faith

negotiations. If the City is unable to acquire property needed for the Project by negotiation, the City will acquire the property by condemnation.

4. CONTACT PERSON.

Further information regarding this proposed public improvement project or its impact on the properties identified above may be obtained by contacting **Brian Hemesath, West Des Moines Interim City Engineer, 4200 Mills Civic Parkway, West Des Moines, Iowa 50265, or by telephone at (515) 222-3475.**

5. STATEMENT OF RIGHTS.

Just as the law grants certain entities the right to acquire private property, you as the owner of property have certain rights. You have the right to:

- a. Receive just compensation for the taking of property. (Iowa Const., Article 1, Section 18)
- b. An offer to purchase which may not be less than the lowest appraisal of the fair market value of the property. (Iowa Code §§ 6B.45, 6B54)
- c. Receive a copy of the appraisal, if an appraisal is required, upon which the acquiring agency's determination of just compensation is based, not less than ten (10) days before being contacted by the acquiring agency's acquisition agent. (Iowa Code §6B.45)
- d. When an appraisal is required, an opportunity to accompany at least one appraiser of the acquiring agency who appraises your property. (Iowa Code §6B.54)
- e. Participate in good faith negotiations with the acquiring agency before the acquiring agency begins condemnation proceedings. (Iowa Code §6B.3(1))
- f. If you cannot agree on a purchase price with the acquiring agency, a determination of just compensation by an impartial compensation commission and the right to appeal its award to district court. (Iowa Code §§ 6B.4, 6B.7, and 6B.18)
- g. A review by the compensation commission of the necessity for the condemnation if your property is agricultural land being condemned for industry. (Iowa Code § 6B.4A)
- h. Payment of the agreed upon purchase price, or if condemned, a deposit of the compensation commission award before you are required to surrender possession of the property. (Iowa Code §§ 6B.25 and 6B.54(11))
- i. Reimbursement for expenses incidental to transferring title to the acquiring agency. (Iowa Code §§ 6B.33 and 6B.54(10))
- j. Reimbursement of certain litigation expenses: (1) if the award of the compensation commissioners exceeds 110 percent of the acquiring agency's final offer before condemnation; and (2) if the award on appeal in court is more than the compensation commissioner's award. (Iowa Code § 6B.33)
- k. At least 90 days written notice to vacate occupied property. (Iowa Code § 6B.54(4))

1. Relocation services and payments, if you are eligible to receive them, and the right to appeal your eligibility, and the amount of payments. (Iowa Code §316.9)

The rights set out in this Statement are not claimed to be a full and complete list or explanation of an owner's rights under the law. They are derived from Iowa Code Chapters 6A, 6B and 316. For a more thorough presentation of an owner's rights, you should refer directly to the Iowa Code or contact an attorney of your choice.

This Notice is given by authority of the City Council of the City of West Des Moines, Iowa.

/s/ Ryan T. Jacobson

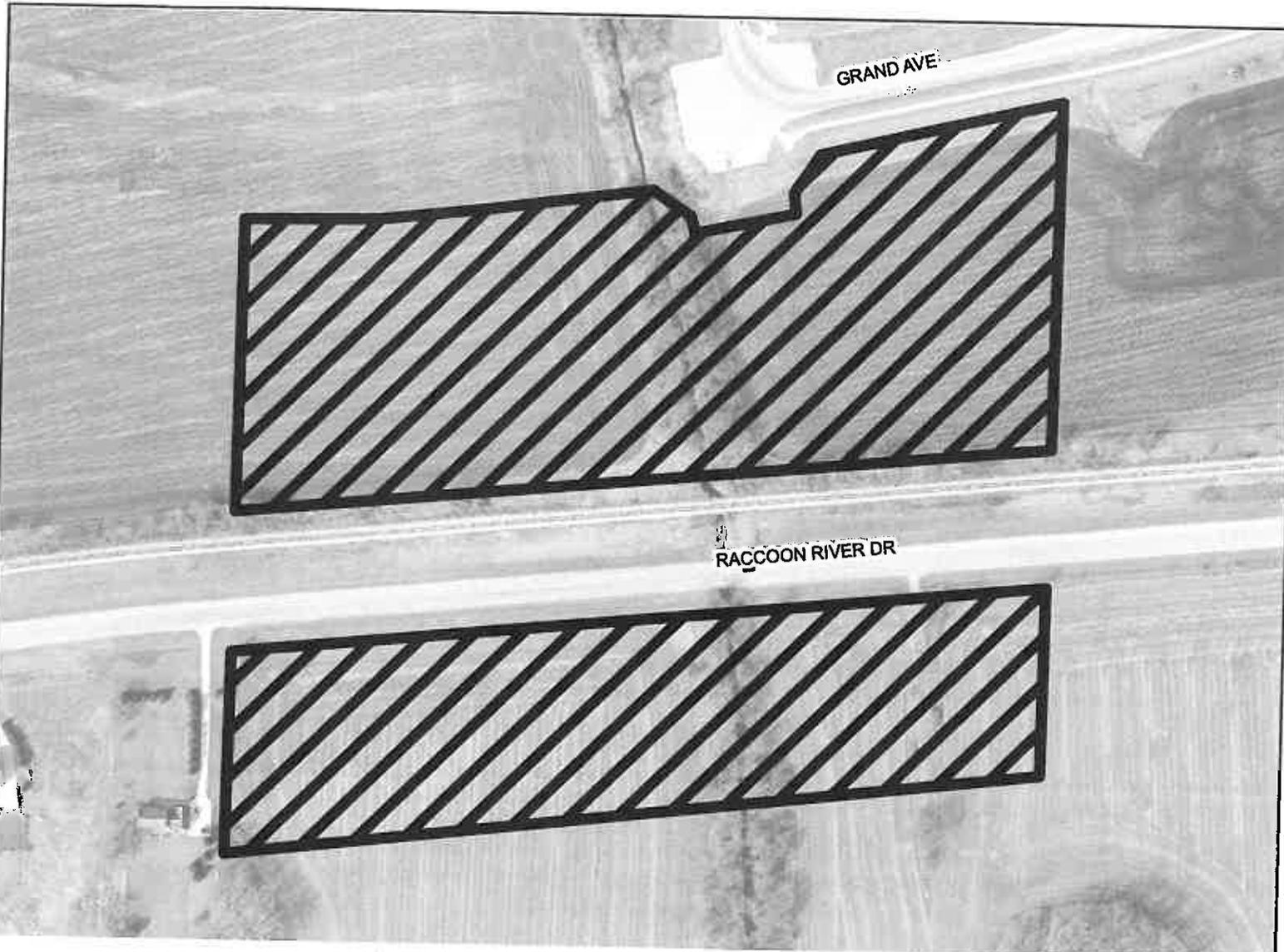
City Clerk, West Des Moines, Iowa

To be published in the Des Moines Register no less than four (4) nor more than twenty (20) days before October 16, 2017.

Mailed to all affected Property Owners on September 15, 2017.

Agricultural Properties
Raccoon River Drive Bridge Replacement near South Jordan Creek Parkway
0510-023-2016

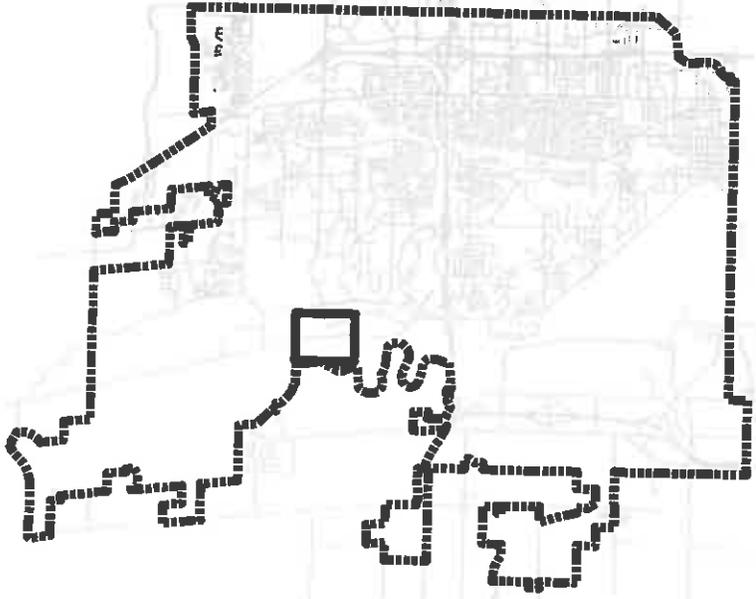
Parcel No.	Mail Name	Mail Address	Mail City	Mail ST	Mail ZIP
1625100001	W & G Mckinney Farms, LC	480 6th Street, PO Box 609	Waukee	IA	50263
1625100001	W & G Mckinney Farms, LC	480 6th Street, PO Box 609	Waukee	IA	50263



GRAND AVE

RACCOON RIVER DR

VICINITY MAP



LEGEND

Agricultural Properties



PROJECT: **Raccoon River Drive Bridge Replacement 0510-023-2016**

LOCATION: **Exhibit "A"**

DRAWN BY: JDR

DATE: 9-6-2016

SHT. 1 of 1

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

ITEM: Approval to execute Amendment No. 1 to Development Agreement **DATE: September 18, 2017**
Between KCL Engineering LLC, 300 4th Street LLC, and the
City of West Des Moines

RESOLUTION: Approval of Amendment No. 1 to the Development Agreement

FINANCIAL IMPACT: No financial impact anticipated at this time.

BACKGROUND: On May 1, 2017, the City Council approved the recommendations of the F&A Subcommittee to approve funding to KCL Engineering for its renovation project. KCL Engineering LLC and 300 4th St. LLC applied for and received approval for the Property Improvement Fund and Regulatory Compliance Fund.

The original Development Agreement included a completion date of September 2017. Due to challenges finding available contractors, the project has been delayed, with a new completion date of January 2018. This will be reflected in the Amendment No. 1.

OUTSTANDING ISSUES: There are no outstanding issues.

RECOMMENDATION: Adopt the resolution approving the Amendment No. 1 to Development Agreement and authorizing the Presiding Officer to sign the Agreement on behalf of the City.

Lead Staff Member: Katie Hernandez, Business Development Coordinator *KA*

STAFF REVIEWS

Department Director	Clyde Evans, Community and Economic Development Director	<i>CE</i>
Appropriations/Finance	Tim Stiles, Finance Director	
Legal	<i>JBW</i>	
Agenda Acceptance	<i>KA</i>	

PUBLICATION(S) (if applicable)

Published In	N/A
Date(s) Published	N/A
Letter sent to surrounding property owners	N/A

SUBCOMMITTEE REVIEW (if applicable)

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

ATTACHMENTS:

- Exhibit I - Amendment No 1 to Development Agreement
- Exhibit II - Resolution

FIRST AMENDMENT TO AGREEMENT FOR PRIVATE DEVELOPMENT

THIS FIRST AMENDMENT TO AGREEMENT FOR PRIVATE DEVELOPMENT (“Amendment”) is made and entered into on or as of the ___ day of _____, 2017 (the “Effective Date”), by and between CITY OF WEST DES MOINES, IOWA, a municipality (“City”), 300 4TH STREET LLC, an Iowa limited liability company (the “Developer”), and KCL ENGINEERING LLC, an Iowa limited liability company (the “Tenant”);

WITNESSETH:

RECITALS

WHEREAS, City, Developer and Tenant entered into that certain Agreement for Private Development dated June 12, 2017 (the “Original Agreement”); and

WHEREAS, City, Developer and Tenant desire to amend the Original Agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein and in the Original Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Recitals.** The Recitals set forth above are incorporated by this reference.
2. **Completion Date.** Section 1(f) of the Original Agreement is hereby deleted in its entirety and the following is hereby inserted in lieu thereof:

Completion Date. Developer expects that, barring delays resulting from acts or occurrences outside its reasonable control, including but not limited to storms, floods, fires, explosions, or other casualty losses, unusual weather conditions, strikes, boycotts, lockouts, or other labor disputes, delays in transportation or delivery of material or equipment, litigation commenced by third parties, or the acts of any federal, State or local governmental unit (other than the City), the Minimum Improvements will be completed by January 2018.”

The completion date set forth in Exhibit “B” of the Original Agreement is amended to reflect “January 2018” as reflected in the Amended Exhibit B attached hereto.

3. **No Other Modifications.** The terms and provisions of the Original Agreement not otherwise modified or amended by this Amendment remain in full force and effect. To the extent that there are any conflicts between the Original Agreement and this Amendment, this Amendment shall govern. The parties do hereby ratify and affirm the Original Agreement as amended by this Amendment.

4. **Counterparts, Electronic Delivery.** This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same agreement. A signed copy of this Amendment delivered by facsimile,

email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Amendment.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed on or as of the Effective Date.

(SEAL)

CITY OF WEST DES MOINES, IOWA

By: _____
Steven K. Gaer, Mayor

ATTEST:

By: _____
Ryan T. Jacobson, City Clerk

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this _____ day of _____, 2017, before me a Notary Public in and for said State, personally appeared Steven K. Gaer and Ryan T. Jacobson, to me personally known, who being duly sworn, did say that they are the Presiding Officer and City Clerk, respectively, of the City of West Des Moines, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Presiding Officer and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

300 4TH STREET LLC, an Iowa limited liability company

By: _____
James Deeds, Owner

STATE OF IOWA)
)SS
COUNTY OF POLK)

On this _____ day of _____, 2017, before me the undersigned, a Notary Public in and for said State, personally appeared James Deeds, to me personally known, who, being by me duly sworn, did say that he is Owner of 300 4th Street LLC, and that said instrument was signed on behalf of said limited liability company; and that the said Owner as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by him voluntarily executed.

Notary Public in and for said County and State

KCL ENGINEERING LLC, an Iowa limited liability company

By: Kris Kunze, Owner

STATE OF IOWA)
)SS
COUNTY OF POLK)

On this _____ day of _____, 2017, before me the undersigned, a Notary Public in and for said State, personally appeared Kris Kunze, to me personally known, who, being by me duly sworn, did say that he is Owner of KCL Engineering, and that said instrument was signed on behalf of said limited liability company; and that the said Owner as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by him voluntarily executed.

Notary Public in and for said County and State

**AMENDED EXHIBIT "B" TO ORIGINAL AGREEMENT
DESCRIPTION OF MINIMUM IMPROVEMENTS**

DESCRIPTION OF PROJECT

MINIMUM IMPROVEMENTS:

The Minimum Improvements consist of: renovations/upgrades to the property, including structural reinforcement, roof patching, façade improvements, new windows, professional services, new fire sprinkler system, ADA compliant entry/ramps/toilets, new electrical/plumbing/mechanical systems.

Those improvements, if any, necessary for regulatory compliance include: new fire sprinkler system, ADA compliant entry/ramps/toilets, new electrical/plumbing/mechanical systems.

The construction of the Minimum Improvements will be completed by: January 2018

Construction costs are expected to be approximately: \$520,000

RESOLUTION NO. _____

RESOLUTION APPROVING AND AUTHORIZING
EXECUTION OF A FIRST AMENDMENT TO THE
DEVELOPMENT AGREEMENT BY AND AMONG THE CITY
OF WEST DES MOINES, 300 4TH STREET LLC, AND KCL
ENGINEERING LLC

WHEREAS, on the 12th day of June, 2017, the City of West Des Moines, Iowa (“City”), 300 4th Street LLC (the “Developer”) and KCL Engineering LLC (the “Tenant”) entered into an Agreement for Private Development (the “Agreement”) pursuant to the City’s Property Improvement Fund Program and Regulatory Compliance Fund Program; and

WHEREAS, pursuant to said Agreement the Developer agreed to construct defined Minimum Improvements by a specified completion date as described in the Agreement; and

WHEREAS, the City has received a proposal from 300 4th Street LLC (the “Developer”) and KCL Engineering LLC (the “Tenant”), in the form of a First Amendment (the “First Amendment”), pursuant to which the City, Developer and Tenant agree to amend the completion date of the development project; and

WHEREAS, the City is agreeable to Developer’s and Tenant’s proposal under the terms and conditions of the First Amendment; and

WHEREAS, the Agreement provides that it may only be amended by a subsequent writing signed by the parties.

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

Section 1. That the form and content of the First Amendment, the provisions of which are incorporated herein by reference, be and the same hereby are in all respects authorized, approved and confirmed, and the Mayor and the City Clerk be and they hereby are authorized, empowered and directed to execute, attest, seal and deliver the First Amendment for and on behalf of the City in substantially the form and content now before this meeting, but with such changes, modifications, additions or deletions therein as shall be approved by such officers, and that from and after the execution and delivery of the First Amendment, the Mayor and the City Clerk are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the First Amendment as executed.

PASSED AND APPROVED this 18th day of September, 2017.

Mayor

ATTEST:

City Clerk

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 corporate 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 public hearing 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 (a copy of the face sheet of the agenda being attached hereto) 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 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)

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

ITEM: Setting Dates of Consultation Meeting and Public Hearing **DATE:** September 18, 2017
EP True Parkway Urban Renewal Plan - City Initiated

RESOLUTION: Establish Consultation Meeting date and the Public Hearing date for EP True Parkway Urban Renewal Plan

FINANCIAL IMPACT: Not determined at this time.

BACKGROUND: At the June 26, 2017, City Council meeting, the Council directed staff to initiate the process to approve a development agreement between the City and Ridgway Properties for the renovation of the former Dahl's building at 5003 EP True Parkway and participation in the Property Tax Rebate Program. As part of that effort, the City will also need to initiate the process to create the EP True Parkway Urban Renewal Plan and Area.

OUTSTANDING ISSUES: There are no outstanding issues regarding this proposed amendment.

RECOMMENDATION: Staff recommends that the City Council approve a resolution setting September 27, 2017, as the date for consultation meeting for the EP True Parkway Urban Renewal Plan; and setting October 16, 2017, as the public hearing date for the EP True Parkway Urban Renewal Plan.

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

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

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

SUBCOMMITTEE REVIEW (if applicable)

Committee	F&A
Date Reviewed	June 14, 2017
Recommendation	X <input type="checkbox"/> Yes <input type="checkbox"/> No

ATTACHMENTS: Exhibit I Proposed EP True Parkway Urban Renewal Plan
 Exhibit II Resolution

**EP TRUE PARKWAY
URBAN RENEWAL PLAN**

for the

**EP TRUE PARKWAY
URBAN RENEWAL AREA**

**CITY OF WEST DES MOINES,
IOWA**

October 16, 2017

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**EP True Parkway Urban Renewal Plan
City of West Des Moines, Iowa**

A. INTRODUCTION

This EP True Parkway Urban Renewal Plan (“Plan” or “Urban Renewal Plan”) for the EP True Parkway 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 EP True Parkway 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 EP True Parkway 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: Neighborhood Commercial and PUD – Business and Commercial. 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, if any, 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 EP True Parkway 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:

- 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 EP True Parkway 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. Tax Rebate or other Development Agreements

A. *Economic development incentive for a business in West Des Moines:* Ridgway Properties, L.L.C. plans to renovate the interior and exterior of a 55,383 square foot building and lease the improvements to Bike World Iowa, LLC who will employ approximately 40 employees therein. The renovation of the building is expected to be completed by February 2018, with renovation costs anticipated to be no less than approximately \$3,000,000. The incentive is expected to be in the form of a five (5) year incremental property tax rebate not to exceed an aggregate amount of \$142,500, to be provided pursuant to a detailed Development Agreement among the City, Ridgway Properties, L.L.C., and Bike World Iowa, LLC. The actual incentive amount 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. *Property Tax Rebate (“PTR”) Program:* The City expects to enter into Development Agreements with property owners that engage in eligible projects in the Area that are approved for participation in the PTR Program. The Development Agreement will, among other things, require the property owner to make specified improvements to property in the Area requiring at least \$500,000 in investment; agree not to seek tax rebate/abatement through any other law, program, plan or policy; and create or retain at least five (5) full-time equivalent employees at the improved property, all in conformity with the PTR Program. In exchange, the property owner would be eligible for up to a five-year, 100% Tax Increment rebate incentive, unless an alternative schedule or incentive is approved by the Council. The costs of the PTR Program will not exceed \$5,000,000

C. *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 \$1,000,000.

2. 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 \$100,000

I. FINANCIAL DATA

1.	July 1, 2017 constitutional debt limit:	\$359,449,675
2.	Current outstanding general obligation debt:	\$132,715,000
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:	\$6,242,500 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 EP True Parkway 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 EP True Parkway 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 EP TRUE PARKWAY URBAN RENEWAL AREA

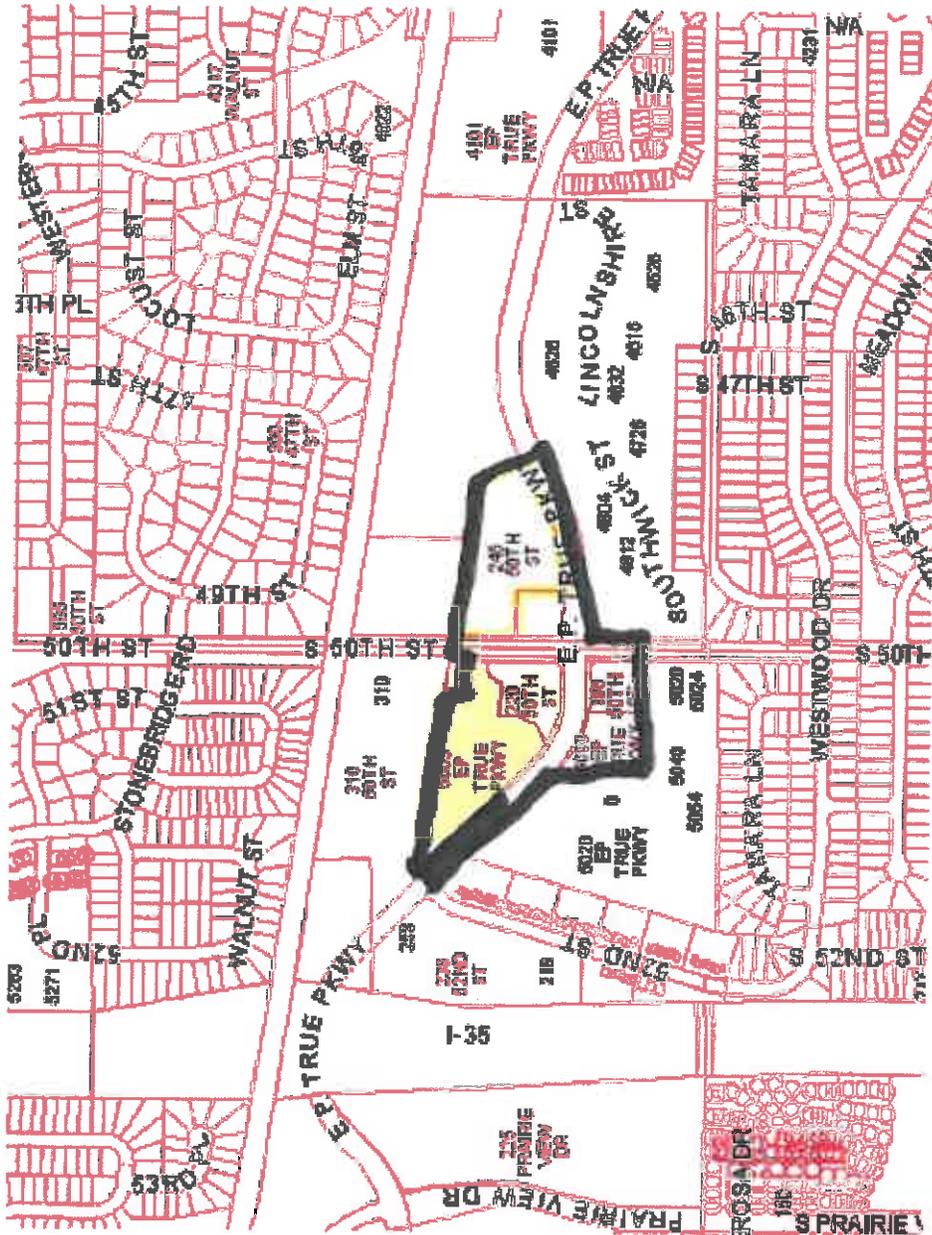
All that land enclosed by the following description, being a portion of or a complete lot of the following: Lots A and B of Southwoods Plat 1, Lot a of Southwoods East Plat 3, Lots A, B, C and 1 of Westbrooke Plat 1, Lots A and 1 of Southwoods East Plat 4, Lots A, B, 1 and 2 of Southwoods Plat 2, all being Official Plats, now included in and forming a part of the City of West Des Moines, Polk County, Iowa, and that part of Section 8, Township 78 North, Range 25 West of the 5th P.M., now included in and forming a part of the City of West Des Moines, Polk County, Iowa, lying West of Lot A Southwoods East Plat 3 and Lot A Southwoods East Plat 4, all being more particularly described as follows:

Beginning at the Northeast corner of said Lot 1 Southwoods East Plat 4, thence South $27^{\circ}52'42''$ East, along the East line of said Lot 1, a distance of 199.02 feet, to the Southeast corner of said Lot 1, also being a point on the North line of Lot A Southwoods East Plat 3 and the North line of E.P. True Parkway right-of-way; thence South $27^{\circ}41'14''$ East, a distance of 100.00 feet, to a point on the South line of Lot A Southwoods East Plat 3 and the South line of E. P. True right-of-way; thence continuing along said Lot A and South right-of-way of E.P. True Parkway, along a curve to the left having a radius of 878.27 feet, a delta of $02^{\circ}07'01''$, an arc length of 32.45 feet, and a chord which bears South $61^{\circ}15'15''$ West having a chord distance of 32.45 feet; thence South $60^{\circ}00'49''$ West, along said Lot A and South right-of-way line of E.P. True Parkway, a distance of 122.29 feet; thence continuing along said Lot A and South right-of-way line of E.P. True Parkway, along a curve to the right having a radius of 942.00 feet, a delta of $29^{\circ}59'42''$, an arc length of 493.15 feet, and a chord which bears South $75^{\circ}00'41''$ West having a chord distance of 487.54 feet; thence North $89^{\circ}59'29''$ West, along said Lot A and South right-of-way line of E.P. True Parkway, a distance of 158.00 feet; thence continuing along said Lot A and South right-of-way of E.P. True Parkway, along a curve to the left having a radius of 35.00 feet, a delta of $90^{\circ}00'00''$, an arc length of 54.98 feet, and a chord which bears South $45^{\circ}00'31''$ West having a chord distance of 49.50 feet, to a point on the East right-of-way of 50th Street; thence South $00^{\circ}00'22''$ West, along the East line of said Lot A and East right-of-way of 50th Street, a distance of 205.15 feet; thence North $89^{\circ}59'29''$ West, a distance of 100.01 feet, to a point on the West line of Lot B Westbrooke Plat 1, also being on the West right-of-way of 50th Street and being the Southeast corner of Lot 1 Westbrooke Plat 1; thence North $89^{\circ}59'29''$ West, along the South line of said Lot 1, a distance of

500.00 feet, to the Southwest Corner of said Lot 1; thence North 00°00'30" East, along the West line of said Lot 1, a distance of 385.97 feet, to the Northwest corner of said Lot 1, being a point on the South line of Lot A Westbrooke Plat 1 and the South right-of-way of E.P. True Parkway; thence North 45°28'31" West, along the South line of said Lot A and the South right-of-way of E.P. True Parkway, a distance of 503.04 feet, to the Southwest corner of said Lot A; thence North 16°05'19" East, a distance of 11.49 feet, to the Northwest corner of said Lot A, also being a point on the South line of Lot B Southwoods Plat 1; thence North 45°28'31" West, along said South line of Lot B and the South right-of-way of E.P. True Parkway, a distance of 234.15 feet; thence North 44°30'34" East, a distance of 80.00 feet, to the Southwest corner of Lot B Southwoods Plat 2, also being a point on the North right-of-way of E.P. True Parkway; thence South 81°33'37" East, along the North line of Said Lot B and Lot 2 of Southwoods Plat 2, a distance of 845.51 feet; thence South 00°00'31" West, a distance of 45.51 feet; thence South 89°58'31" East, a distance of 130.00 feet, to a point on the West line of Lot A Southwoods Plat 2 and the West right-of-way line of 50th Street; thence North 00°00'31" East, along the West line of said Lot A and right-of-way of 50th Street, a distance of 26.24 feet; thence South 81°33'37" East, along the North line of said Lot A, a distance of 17.19 feet, to the Northeast corner of said Lot A; thence South 76°16'40" East, a distance of 85.43 feet, to the Northwest corner of said Lot 1 Southwoods East Plat 4; thence South 81°34'53" East, along the North line of said Lot 1, a distance of 428.04 feet, to the Southeast corner of Outlot 3 Southwoods East Plat 4; thence continuing along said North line, South 81°34'54" East, a distance of 237.85 feet to the Point of Beginning, and containing 23.10 acres of land, more or less.

EXHIBIT B

EP TRUE PARKWAY URBAN RENEWAL AREA MAP



01399186-1\11333-321

RESOLUTION NO. _____

RESOLUTION DETERMINING THE NECESSITY AND
SETTING DATES OF A CONSULTATION AND A PUBLIC
HEARING ON A PROPOSED EP TRUE PARKWAY URBAN
RENEWAL PLAN FOR A PROPOSED URBAN RENEWAL
AREA IN THE CITY OF WEST DES MOINES, STATE OF
IOWA

WHEREAS, it is hereby found and determined that one or more economic development areas, as defined in Chapter 403, Code of Iowa, exist within the City and the rehabilitation, conservation, redevelopment, development, or combination thereof, of the area is necessary in the interest of the public health, safety, or welfare of the residents of the City; and

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 has caused there to be prepared a proposed EP True Parkway Urban Renewal Plan ("Plan" or "Urban Renewal Plan") for the EP True Parkway Urban Renewal Area ("Area" or "Urban Renewal Area"), which proposed Plan is attached hereto as Exhibit 1; and

WHEREAS, this proposed Urban Renewal Area includes and consists of:

All that land enclosed by the following description, being a portion of or a complete lot of the following: Lots A and B of Southwoods Plat 1, Lot a of Southwoods East Plat 3, Lots A, B, C and 1 of Westbrooke Plat 1, Lots A and 1 of Southwoods East Plat 4, Lots A, B, 1 and 2 of Southwoods Plat 2, all being Official Plats, now included in and forming a part of the City of West Des Moines, Polk County, Iowa, and that part of Section 8, Township 78 North, Range 25 West of the 5th P.M., now included in and forming a part of the City of West Des Moines, Polk County, Iowa, lying West of Lot A Southwoods East Plat 3 and Lot A Southwoods East Plat 4, all being more particularly described as follows:

Beginning at the Northeast corner of said Lot 1 Southwoods East Plat 4, thence South 27°52'42" East, along the East line of said Lot 1, a distance of 199.02 feet, to the Southeast corner of said Lot 1, also being a point on the North line of Lot A Southwoods East Plat 3 and the North line of E.P. True Parkway right-of-way; thence South 27°41'14" East, a distance of 100.00 feet, to a point on the South line of Lot A Southwoods East Plat 3 and the South line of E. P. True right-of-way; thence continuing along said Lot A and South right-of-way of E.P. True Parkway, along a curve to the left having a radius of 878.27 feet, a delta of 02°07'01", an arc length of 32.45 feet, and a chord which bears South 61°15'15" West having a chord distance of 32.45 feet; thence South 60°00'49" West, along said Lot A and South right-of-way line of E.P. True Parkway, a distance of 122.29 feet; thence continuing along said Lot A and South right-of-way line of E.P. True Parkway, along a curve to the right having a radius of 942.00 feet, a delta of 29°59'42", an arc length of 493.15 feet, and a chord which bears South 75°00'41"

West having a chord distance of 487.54 feet; thence North 89°59'29" West, along said Lot A and South right-of-way line of E.P. True Parkway, a distance of 158.00 feet; thence continuing along said Lot A and South right-of-way of E.P. True Parkway, along a curve to the left having a radius of 35.00 feet, a delta of 90°00'00", an arc length of 54.98 feet, and a chord which bears South 45°00'31" West having a chord distance of 49.50 feet, to a point on the East right-of-way of 50th Street; thence South 00°00'22" West, along the East line of said Lot A and East right-of-way of 50th Street, a distance of 205.15 feet; thence North 89°59'29" West, a distance of 100.01 feet, to a point on the West line of Lot B Westbrooke Plat 1, also being on the West right-of-way of 50th Street and being the Southeast corner of Lot 1 Westbrooke Plat 1; thence North 89°59'29" West, along the South line of said Lot 1, a distance of 500.00 feet, to the Southwest Corner of said Lot 1; thence North 00°00'30" East, along the West line of said Lot 1, a distance of 385.97 feet, to the Northwest corner of said Lot 1, being a point on the South line of Lot A Westbrooke Plat 1 and the South right-of-way of E.P. True Parkway; thence North 45°28'31" West, along the South line of said Lot A and the South right-of-way of E.P. True Parkway, a distance of 503.04 feet, to the Southwest corner of said Lot A; thence North 16°05'19" East, a distance of 11.49 feet, to the Northwest corner of said Lot A, also being a point on the South line of Lot B Southwoods Plat 1; thence North 45°28'31" West, along said South line of Lot B and the South right-of-way of E.P. True Parkway, a distance of 234.15 feet; thence North 44°30'34" East, a distance of 80.00 feet, to the Southwest corner of Lot B Southwoods Plat 2, also being a point on the North right-of-way of E.P. True Parkway; thence South 81°33'37" East, along the North line of Said Lot B and Lot 2 of Southwoods Plat 2, a distance of 845.51 feet; thence South 00°00'31" West, a distance of 45.51 feet; thence South 89°58'31" East, a distance of 130.00 feet, to a point on the West line of Lot A Southwoods Plat 2 and the West right-of-way line of 50th Street; thence North 00°00'31" East, along the West line of said Lot A and right-of-way of 50th Street, a distance of 26.24 feet; thence South 81°33'37" East, along the North line of said Lot A, a distance of 17.19 feet, to the Northeast corner of said Lot A; thence South 76°16'40" East, a distance of 85.43 feet, to the Northwest corner of said Lot 1 Southwoods East Plat 4; thence South 81°34'53" East, along the North line of said Lot 1, a distance of 428.04 feet, to the Southeast corner of Outlot 3 Southwoods East Plat 4; thence continuing along said North line, South 81°34'54" East, a distance of 237.85 feet to the Point of Beginning, and containing 23.10 acres of land, more or less.

WHEREAS, City staff has caused there to be prepared a form of Plan, a copy of which has been placed on file for public inspection in the office of the City Clerk and which is incorporated herein by reference, the purpose of which is to form the EP True Parkway Urban Renewal Area suitable for economic development and to include a list of proposed projects to be undertaken within the Urban Renewal Area; and

WHEREAS, it is desirable that the area be redeveloped as part of the overall redevelopment covered by the Plan; and

WHEREAS, the Iowa statutes require the City Council to submit the proposed EP True Parkway 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 Council approval of such Plan, and further provides that the Planning and Zoning Commission shall submit its written recommendations thereon to this Council within thirty (30) days of its receipt of such proposed EP True Parkway Urban Renewal Plan; and

WHEREAS, the Iowa statutes require the City Council to notify all affected taxing entities of the consideration being given to the proposed EP True Parkway Urban Renewal Plan and to hold a consultation with such taxing entities with respect thereto, and further provides that the designated representative of each affected taxing entity may attend the consultation and make written recommendations for modifications to the proposed division of revenue included as a part thereof, to which the City shall submit written responses as provided in Section 403.5, as amended; and

WHEREAS, the Iowa statutes further require the City Council to hold a public hearing on the proposed EP True Parkway Urban Renewal Plan subsequent to notice thereof by publication in a newspaper having general circulation within the City, which notice shall describe the time, date, place and purpose of the hearing, shall generally identify the urban renewal area covered by the Plan and shall outline the general scope of the urban renewal project under consideration, with a copy of the notice also being mailed to each affected taxing entity.

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

Section 1. That the consultation on the proposed EP True Parkway Urban Renewal Plan required by Section 403.5(2) of the Code of Iowa, as amended, shall be held on September 27, 2017, in the Council Chambers, City Hall, 4200 Mills Civic Parkway, West Des Moines, Iowa, at 10:00 A.M., and the Director of Community and Economic Development, or his delegate, is hereby appointed to serve as the designated representative of the City for purposes of conducting the consultation, receiving any recommendations that may be made with respect thereto and responding to the same in accordance with Section 403.5(2).

Section 2. That the City Clerk is authorized and directed to cause a notice of such consultation to be sent by regular mail to all affected taxing entities, as defined in Section 403.17(1), along with a copy of this Resolution and the proposed EP True Parkway Urban Renewal Plan, the notice to be in substantially the following form:

NOTICE OF A CONSULTATION TO BE HELD BETWEEN
THE CITY OF WEST DES MOINES, STATE OF IOWA AND
ALL AFFECTED TAXING ENTITIES CONCERNING THE
PROPOSED EP TRUE PARKWAY URBAN RENEWAL PLAN
FOR THE CITY OF WEST DES MOINES, STATE OF IOWA

The City of West Des Moines, State of Iowa will hold a consultation with all affected taxing entities, as defined in Section 403.17(1) of the Code of Iowa, as amended, commencing at 10:00 A.M. on September 27, 2017, in the Council Chambers, City Hall, 4200 Mills Civic Parkway, West Des Moines, Iowa concerning a proposed EP True Parkway Urban Renewal Plan, a copy of which is attached hereto.

Each affected taxing entity may appoint a representative to attend the consultation. The consultation may include a discussion of the estimated growth in valuation of taxable property included in the proposed Urban Renewal Area, the fiscal impact of the division of revenue on the affected taxing entities, the estimated impact on the provision of services by each of the affected taxing entities in the proposed Urban Renewal Area, and the duration of any bond issuance included in the Plan.

The designated representative of any affected taxing entity may make written recommendations for modifications to the proposed division of revenue no later than seven days following the date of the consultation. The Director of Community and Economic Development, or his delegate, as the designated representative of the City of West Des Moines, State of Iowa, shall submit a written response to the affected taxing entity, no later than seven days prior to the public hearing on the proposed EP True Parkway Urban Renewal Plan, addressing any recommendations made by that entity for modification to the proposed division of revenue.

This notice is given by order of the City Council of the City of West Des Moines, State of Iowa, as provided by Section 403.5 of the Code of Iowa, as amended.

Dated this _____ day of _____, 2017.

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

(End of Notice)

Section 3. That a public hearing shall be held on the proposed EP True Parkway Urban Renewal Plan before the City Council at its meeting which commences at 5:30 P.M. on October 16, 2017, in the Council Chambers, City Hall, 4200 Mills Civic Parkway, West Des Moines, Iowa.

Section 4. That the City Clerk is authorized and directed to publish notice of this public hearing in the Des Moines Register, once on a date not less than four (4) nor more than twenty (20) days before the date of the public hearing, and to mail a copy of the notice by ordinary mail to each affected taxing entity, such notice in each case to be in substantially the following form:

(One publication required)

NOTICE OF PUBLIC HEARING TO CONSIDER APPROVAL
OF A PROPOSED EP TRUE PARKWAY URBAN RENEWAL
PLAN FOR A PROPOSED URBAN RENEWAL AREA IN THE
CITY OF WEST DES MOINES, STATE OF IOWA

The City Council of the City of West Des Moines, State of Iowa, will hold a public hearing before itself at its meeting which commences at 5:30 P.M. on October 16, 2017 in the Council Chambers, City Hall, 4200 Mills Civic Parkway, West Des Moines, Iowa, to consider adoption of a proposed EP True Parkway Urban Renewal Plan (the "Plan") concerning a proposed Urban Renewal Area in the City of West Des Moines, State of Iowa, legally described as follows:

All that land enclosed by the following description, being a portion of or a complete lot of the following: Lots A and B of Southwoods Plat 1, Lot a of Southwoods East Plat 3, Lots A, B, C and 1 of Westbrooke Plat 1, Lots A and 1 of Southwoods East Plat 4, Lots A, B, 1 and 2 of Southwoods Plat 2, all being Official Plats, now included in and forming a part of the City of West Des Moines, Polk County, Iowa, and that part of Section 8, Township 78 North, Range 25 West of the 5th P.M., now included in and forming a part of the City of West Des Moines, Polk County, Iowa, lying West of Lot A Southwoods East Plat 3 and Lot A Southwoods East Plat 4, all being more particularly described as follows:

Beginning at the Northeast corner of said Lot 1 Southwoods East Plat 4, thence South 27°52'42" East, along the East line of said Lot 1, a distance of 199.02 feet, to the Southeast corner of said Lot 1, also being a point on the North line of Lot A Southwoods East Plat 3 and the North line of E.P. True Parkway right-of-way; thence South 27°41'14" East, a distance of 100.00 feet, to a point on the South line of Lot A Southwoods East Plat 3 and the South line of E. P. True right-of-way; thence continuing along said Lot A and South right-of-way of E.P. True Parkway, along a curve to the left having a radius of 878.27 feet, a delta of 02°07'01", an arc length of 32.45 feet, and a chord which bears South 61°15'15" West having a chord distance of 32.45 feet; thence South 60°00'49" West, along said Lot A and South right-of-way line of E.P. True Parkway, a distance of 122.29 feet; thence continuing along said Lot A and South right-of-way line of E.P. True Parkway, along a curve to the right having a radius of 942.00 feet, a delta of 29°59'42", an arc length of 493.15 feet, and a chord which bears South 75°00'41" West having a chord distance of 487.54 feet; thence North 89°59'29" West, along said Lot A and South right-of-way line of E.P. True Parkway, a distance of 158.00 feet; thence continuing along said Lot A and South right-of-way of E.P. True Parkway, along a curve to the left having a radius of 35.00 feet, a delta of 90°00'00", an arc length of 54.98 feet, and a chord which bears South 45°00'31" West having a chord distance of 49.50 feet, to a point on the East right-of-way of 50th Street; thence South 00°00'22" West, along the East line of said Lot A and East right-of-way of 50th Street, a distance of 205.15 feet; thence North 89°59'29"

West, a distance of 100.01 feet, to a point on the West line of Lot B Westbrooke Plat 1, also being on the West right-of-way of 50th Street and being the Southeast corner of Lot 1 Westbrooke Plat 1; thence North 89°59'29" West, along the South line of said Lot 1, a distance of 500.00 feet, to the Southwest Corner of said Lot 1; thence North 00°00'30" East, along the West line of said Lot 1, a distance of 385.97 feet, to the Northwest corner of said Lot 1, being a point on the South line of Lot A Westbrooke Plat 1 and the South right-of-way of E.P. True Parkway; thence North 45°28'31" West, along the South line of said Lot A and the South right-of-way of E.P. True Parkway, a distance of 503.04 feet, to the Southwest corner of said Lot A; thence North 16°05'19" East, a distance of 11.49 feet, to the Northwest corner of said Lot A, also being a point on the South line of Lot B Southwoods Plat 1; thence North 45°28'31" West, along said South line of Lot B and the South right-of-way of E.P. True Parkway, a distance of 234.15 feet; thence North 44°30'34" East, a distance of 80.00 feet, to the Southwest corner of Lot B Southwoods Plat 2, also being a point on the North right-of-way of E.P. True Parkway; thence South 81°33'37" East, along the North line of Said Lot B and Lot 2 of Southwoods Plat 2, a distance of 845.51 feet; thence South 00°00'31" West, a distance of 45.51 feet; thence South 89°58'31" East, a distance of 130.00 feet, to a point on the West line of Lot A Southwoods Plat 2 and the West right-of-way line of 50th Street; thence North 00°00'31" East, along the West line of said Lot A and right-of-way of 50th Street, a distance of 26.24 feet; thence South 81°33'37" East, along the North line of said Lot A, a distance of 17.19 feet, to the Northeast corner of said Lot A; thence South 76°16'40" East, a distance of 85.43 feet, to the Northwest corner of said Lot 1 Southwoods East Plat 4; thence South 81°34'53" East, along the North line of said Lot 1, a distance of 428.04 feet, to the Southeast corner of Outlot 3 Southwoods East Plat 4; thence continuing along said North line, South 81°34'54" East, a distance of 237.85 feet to the Point of Beginning, and containing 23.10 acres of land, more or less.

which land is to be included as part of this proposed Urban Renewal Area.

A copy of the Plan is on file for public inspection in the office of the City Clerk, City Hall, City of West Des Moines, Iowa.

The City of West Des Moines, State of Iowa is the local public agency which, if such Plan is approved, shall undertake the urban renewal activities described in such Plan.

The general scope of the urban renewal activities under consideration in the Plan is to promote the growth and retention of qualified industries and businesses in the Urban Renewal Area through various public purpose and special financing activities outlined in the Plan. To accomplish the objectives of the Plan, and to encourage the further economic development of the Urban Renewal Area, the Plan provides that such special financing activities may include, but not be limited to, the making of loans or grants of public funds to private entities under Chapter 15A of the Code of Iowa. The City also may reimburse or directly undertake the installation, construction and reconstruction of substantial public improvements, including, but not limited to, street, water, sanitary sewer, storm sewer or other public improvements. The Plan provides that

the City may issue bonds or use available funds for purposes allowed by the Plan and that tax increment reimbursement of the costs of urban renewal projects may be sought if and to the extent incurred by the City. The Plan initially proposes no specific public infrastructure or site improvements to be undertaken by the City, and provides that the Plan may be amended from time to time.

Any person or organization desiring to be heard shall be afforded an opportunity to be heard at such hearing.

This notice is given by order of the City Council of the City of West Des Moines, State of Iowa, as provided by Section 403.5 of the Code of Iowa.

Dated this _____ day of _____, 2017.

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

(End of Notice)

Section 5. That the proposed EP True Parkway Urban Renewal Plan, attached hereto as Exhibit 1, for the proposed Urban Renewal Area described therein is hereby officially declared to be the proposed EP True Parkway Urban Renewal Plan referred to in the notices for purposes of such consultation and hearing and that a copy of the Plan shall be placed on file in the office of the City Clerk.

Section 6. That the proposed EP True Parkway Urban Renewal Plan be submitted to the Planning and Zoning Commission for review and recommendation as to its conformity with the general plan for the development of the City as a whole, with such recommendation to be submitted in writing to this Council within thirty (30) days of the date hereof.

PASSED AND APPROVED this 18th day of September, 2017.

Mayor

ATTEST:

City Clerk

Label the Plan as Exhibit 1 (with all exhibits) and attach it to this Resolution.

**EP TRUE PARKWAY
URBAN RENEWAL PLAN**

for the

**EP TRUE PARKWAY
URBAN RENEWAL AREA**

**CITY OF WEST DES MOINES,
IOWA**

October 16, 2017

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**EP True Parkway Urban Renewal Plan
City of West Des Moines, Iowa**

A. INTRODUCTION

This EP True Parkway Urban Renewal Plan (“Plan” or “Urban Renewal Plan”) for the EP True Parkway 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 EP True Parkway 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 EP True Parkway 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: Neighborhood Commercial and PUD – Business and Commercial. 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, if any, 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 EP True Parkway 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:

- 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 EP True Parkway 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. Tax Rebate or other Development Agreements

A. *Economic development incentive for a business in West Des Moines:* Ridgway Properties, L.L.C. plans to renovate the interior and exterior of a 55,383 square foot building and lease the improvements to Bike World Iowa, LLC who will employ approximately 40 employees therein. The renovation of the building is expected to be completed by February 2018, with renovation costs anticipated to be no less than approximately \$3,000,000. The incentive is expected to be in the form of a five (5) year incremental property tax rebate not to exceed an aggregate amount of \$142,500, to be provided pursuant to a detailed Development Agreement among the City, Ridgway Properties, L.L.C., and Bike World Iowa, LLC. The actual incentive amount 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. *Property Tax Rebate (“PTR”) Program:* The City expects to enter into Development Agreements with property owners that engage in eligible projects in the Area that are approved for participation in the PTR Program. The Development Agreement will, among other things, require the property owner to make specified improvements to property in the Area requiring at least \$500,000 in investment; agree not to seek tax rebate/abatement through any other law, program, plan or policy; and create or retain at least five (5) full-time equivalent employees at the improved property, all in conformity with the PTR Program. In exchange, the property owner would be eligible for up to a five-year, 100% Tax Increment rebate incentive, unless an alternative schedule or incentive is approved by the Council. The costs of the PTR Program will not exceed \$5,000,000

C. *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 \$1,000,000.

2. 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 \$100,000

I. FINANCIAL DATA

1.	July 1, 2017 constitutional debt limit:	\$359,449,675
2.	Current outstanding general obligation debt:	\$132,715,000
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:	\$6,242,500 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 EP True Parkway 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 EP True Parkway 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 EP TRUE PARKWAY URBAN RENEWAL AREA

All that land enclosed by the following description, being a portion of or a complete lot of the following: Lots A and B of Southwoods Plat 1, Lot a of Southwoods East Plat 3, Lots A, B, C and 1 of Westbrooke Plat 1, Lots A and 1 of Southwoods East Plat 4, Lots A, B, 1 and 2 of Southwoods Plat 2, all being Official Plats, now included in and forming a part of the City of West Des Moines, Polk County, Iowa, and that part of Section 8, Township 78 North, Range 25 West of the 5th P.M., now included in and forming a part of the City of West Des Moines, Polk County, Iowa, lying West of Lot A Southwoods East Plat 3 and Lot A Southwoods East Plat 4, all being more particularly described as follows:

Beginning at the Northeast corner of said Lot 1 Southwoods East Plat 4, thence South 27°52'42" East, along the East line of said Lot 1, a distance of 199.02 feet, to the Southeast corner of said Lot 1, also being a point on the North line of Lot A Southwoods East Plat 3 and the North line of E.P. True Parkway right-of-way; thence South 27°41'14" East, a distance of 100.00 feet, to a point on the South line of Lot A Southwoods East Plat 3 and the South line of E. P. True right-of-way; thence continuing along said Lot A and South right-of-way of E.P. True Parkway, along a curve to the left having a radius of 878.27 feet, a delta of 02°07'01", an arc length of 32.45 feet, and a chord which bears South 61°15'15" West having a chord distance of 32.45 feet; thence South 60°00'49" West, along said Lot A and South right-of-way line of E.P. True Parkway, a distance of 122.29 feet; thence continuing along said Lot A and South right-of-way line of E.P. True Parkway, along a curve to the right having a radius of 942.00 feet, a delta of 29°59'42", an arc length of 493.15 feet, and a chord which bears South 75°00'41" West having a chord distance of 487.54 feet; thence North 89°59'29" West, along said Lot A and South right-of-way line of E.P. True Parkway, a distance of 158.00 feet; thence continuing along said Lot A and South right-of-way of E.P. True Parkway, along a curve to the left having a radius of 35.00 feet, a delta of 90°00'00", an arc length of 54.98 feet, and a chord which bears South 45°00'31" West having a chord distance of 49.50 feet, to a point on the East right-of-way of 50th Street; thence South 00°00'22" West, along the East line of said Lot A and East right-of-way of 50th Street, a distance of 205.15 feet; thence North 89°59'29" West, a distance of 100.01 feet, to a point on the West line of Lot B Westbrooke Plat 1, also being on the West right-of-way of 50th Street and being the Southeast corner of Lot 1 Westbrooke Plat 1; thence North 89°59'29" West, along the South line of said Lot 1, a distance of

500.00 feet, to the Southwest Corner of said Lot 1; thence North 00°00'30" East, along the West line of said Lot 1, a distance of 385.97 feet, to the Northwest corner of said Lot 1, being a point on the South line of Lot A Westbrooke Plat 1 and the South right-of-way of E.P. True Parkway; thence North 45°28'31" West, along the South line of said Lot A and the South right-of-way of E.P. True Parkway, a distance of 503.04 feet, to the Southwest corner of said Lot A; thence North 16°05'19" East, a distance of 11.49 feet, to the Northwest corner of said Lot A, also being a point on the South line of Lot B Southwoods Plat 1; thence North 45°28'31" West, along said South line of Lot B and the South right-of-way of E.P. True Parkway, a distance of 234.15 feet; thence North 44°30'34" East, a distance of 80.00 feet, to the Southwest corner of Lot B Southwoods Plat 2, also being a point on the North right-of-way of E.P. True Parkway; thence South 81°33'37" East, along the North line of Said Lot B and Lot 2 of Southwoods Plat 2, a distance of 845.51 feet; thence South 00°00'31" West, a distance of 45.51 feet; thence South 89°58'31" East, a distance of 130.00 feet, to a point on the West line of Lot A Southwoods Plat 2 and the West right-of-way line of 50th Street; thence North 00°00'31" East, along the West line of said Lot A and right-of-way of 50th Street, a distance of 26.24 feet; thence South 81°33'37" East, along the North line of said Lot A, a distance of 17.19 feet, to the Northeast corner of said Lot A; thence South 76°16'40" East, a distance of 85.43 feet, to the Northwest corner of said Lot 1 Southwoods East Plat 4; thence South 81°34'53" East, along the North line of said Lot 1, a distance of 428.04 feet, to the Southeast corner of Outlot 3 Southwoods East Plat 4; thence continuing along said North line, South 81°34'54" East, a distance of 237.85 feet to the Point of Beginning, and containing 23.10 acres of land, more or less.

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)

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

DATE: September 18, 2017

ITEM: Resolution - Approval and Acceptance of Purchase Agreements and Conveyance of Property Interests for Project Osmium Public Infrastructure

FINANCIAL IMPACT: \$167,500.00 (previously budgeted)

SYNOPSIS: Property interests necessary for the Project Osmium Public Infrastructure (Veterans Parkway: SE Maffitt Lake Road to SE Adams Street) 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 007 2017.

OUTSTANDING ISSUES (if any): One acquisition is a total taking which includes \$32,700 advance payment with balance minus costs due at Closing (tentatively scheduled on or before 10/31/17).

RECOMMENDATION:

Adopt Resolution Approving and Accepting Purchase Agreements and Conveyance of Property Interests to the City of West Des Moines for the Project Osmium Public Infrastructure.

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

STAFF REVIEWS

Department Director	Richard J. Scieszinski, City Attorney	<i>JS</i>
Appropriations/Finance		
Legal		
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 NO. _____

**AUTHORIZING APPROVAL AND ACCEPTANCE OF PURCHASE AGREEMENTS AND
CONVEYANCE OF PROPERTY INTERESTS FOR THE CONSTRUCTION OF 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, 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 **18th** day of **September, 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>ACQUIRED PRICE-FMV</u>	
"007-17"	Kathy Beck 3856 SE Orilla Road	\$58,500.00	*additional \$25,300 for landowner to install temporary fence, then relocate to its final location upon completion of the project
"007-12"	Keith Sweeney 8086 S Orilla Road	\$109,000.00	*total acquisition (dwelling): \$32,700 advance payment with balance minus costs due at Closing (tentatively scheduled on or before 10/31/17)
	TOTAL	\$167,500.00	

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

Date: September 18, 2017

ITEM: Jordan Creek Business Park, Village View Drive between S. 60th Street and S. 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 and update the Specific Plan Map and architectural precedent images – Rueter & Zenor Company and Rueter Corporation – ZCSP-003394-2017

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

FINANCIAL IMPACT: Undetermined.

BACKGROUND: Heartland Self-Storage – Iowa, Inc., in association with the property owners Rueter & Zenor Company and Rueter Corporation, is seeking approval of an amendment to the Jordan Creek Business Park Specific Plan Ordinance to allow SIC 4225, Self-service storage facility – interior unit access with no outside storage yard as a permitted use, modify the specific plan map to reflect one building on the parcel and modify architectural concepts for a proposed indoor storage facility. The applicant would like to construct an indoor self-storage facility on Lot 2 within the Jordan Creek Business Park. SIC 42 series land uses, which includes self-storage facilities, are currently specifically prohibited within the Jordan Creek Business Park Specific Plan area; however, this restriction was placed prior to the City’s adoption of regulations that allow for indoor accessed storage facilities within Office zoning districts. The applicant understands that they will be required to construct a building that is consistent with the performance standards that were adopted to ensure the use/building fits within the zoning district.

Previous Council Action:

Vote: 4-0 approval, with Councilmember Trimble absent

Date: June 26, 2017

Motion: Approval of the First Reading of the Ordinance.

At the June 26, 2017 City Council meeting, the City Council voted 4-0 to approve the request but recommended that the applicant meet with the adjacent residents and commercial properties to discuss the proposed development. The applicant reported to staff that they discussed the project with the adjacent property owners that attended the June 26th Council meeting after the meeting and have reached out to another commercial property owner and provided drawings of the project to him for discussion at a condominium association meeting that was scheduled for July 5th.

Prior to the July 10, 2017 City Council meeting to consider the 2nd and 3rd Readings of the Ordinance, a valid protest petition was submitted by more than 20% of the adjacent property owners objecting to the request. The applicant elected to defer the request to the August 7, 2017 City Council meeting to allow additional time to discuss concerns about the project with the adjacent property owners.

Along with City staff, the applicant met with business owners of the adjacent commercial building at 6150 Village View Drive on July 31, 2017 to discuss the project and their concerns. At this meeting, the business owners expressed concerns about the scale and mass of the building for the area, security, cross access to their site from the indoor storage facility site, and the appropriateness of the use on this site. The applicant indicated they would explore reducing the building to a 3-story building with a basement and adjusting the site layout to move the building back so that view of the 1-story existing multi-tenant commercial building is not blocked as much. The applicant also stated that they were open to removing the connection from their site to the existing parking lot of the business owner’s building; however, Staff indicated that removal of the drive connection would have to be reviewed by the Fire Marshal to ensure adequate emergency response access to the building is being provided and Traffic Engineer to ensure adequate circulation. It is standard practice to have drive/parking lot connections between parcels to aid in circulation and access to public streets. In regards to security, the applicant stated that their hours would be according to City Code requirements (7AM to 10PM) and there would be an attendant on duty during business hours. There would be no access allowed after those hours.

To allow additional time for the applicant to revise the building elevation and site layout after the July 31st meeting with the adjacent business owners, the applicant asked the City Council to defer the request to the August 21, 2017 City Council meeting.

The applicant was still attempting to work with the adjacent business owners and requested at the August 21, 2017 City Council meeting to again defer the item to the Sept 5, 2017 meeting.

Prior to the September 5, 2017 meeting, the applicant submitted a revised site plan to address some of the concerns of the property owners to the east. The applicant agreed to a deferment until the September 18, 2017 meeting to allow staff time to review the revised site plan. The revised site plan shows that the building was rotated and moved south so that it doesn't block the views of the building to the east, and also the building will be reduced from 4 stories to 3 stories with the addition of a basement to maintain the desired building square footage. The applicant removed a cross connection to the property to the east, however, the Fire Department was against the removal and stated that a second access to the site is necessary. The applicant revised its plan again showing a second connection to Village View Drive on their property at the northeast corner of the site. Engineering has indicated that a second drive to Village View Drive is not possible due to drive spacing requirements, thus a connection to the parcel to the east is necessary. Engineering suggested a connection to the east at the northeast corner of the lot. This location would minimize the area that traffic from the storage facility would be crossing onto/through the adjacent site. The other possible connection location would be at the south end of the property in alignment with the drive along the south side of the multi-tenant office building; however, this results in patrons of the storage facility crossing more of the adjoining property as they attempt to reach the private roadway to the east of the office building. A representative of the office condominium owners to the east has indicated that they are against any connection to their property from the indoor storage facility property.

The City customarily requires cross connections between sites to allow for multiple paths for emergency access and to allow for a more convenient flow of traffic from one site to another without having to drive out into the street to move from one property to another, as well as ensuring that should an access be unusable due to accident or construction, that there is an alternate way for people to enter and exit the site. Staff checked the final plat for the Jordan Creek Business Park (approved and recorded in July 2007) and it specifically states, "*A blanket ingress/egress shall be in effect for access through and across the site.*" In addition, the Declaration of Easements, Restrictions, Covenants, Conditions, Restrictions and Design Standards that govern development within Jordan Creek Business Park (recorded book 2007, page 11985) states, "*A non-exclusive, irrevocable easement for ingress and egress for adequate access to the Building Sites within the Business Park to all Owners and agents, guests and licensees of Owners, over, across and through roadways, driveways and parking areas located within the Business Park and intended for ingress and egress use.*" (Business Park is defined in the covenants to be property comprised on Lots 1-8 and Outlot Z). Based on this information, the mechanisms to allow for a cross connection between the sites is already in place. Finally, the multi-tenant commercial/office building site was developed with a stub drive connection to the subject property constructed at approximately 275' south of Village View Drive. With cooperation between properties and confirmation that emergency access can maneuver the site, this access point can be relocated along the boundary.

In order to further reduce the potential traffic through the cross connection, staff suggested that the one way drive traffic move through the building from east to west which would place the storage building patrons exiting at the west access drive that feeds directly onto Village View Drive. The applicant indicated that they prefer traffic to flow from west to east because they want the entrance to the building to be readily visible to their customers.

To ensure implementation of the measures agreed upon between the applicant and adjacent property owners, staff recommends a condition of approval requiring, with the exception of removal of the interconnect, development in accordance with the expressed concerns and remedies, assuming compliance with City Code requirements and proper site design principles.

OUTSTANDING ISSUES: Other than the location of a drive connection with the adjoining property to provide for a necessary second access into the site, there are no outstanding issues. Staff would however note the following:

- Parking for Reuse of the Site: The applicant is showing parking on the site for the reuse of the building assuming office on the top two floors, ground level parking and storage in the basement. Based on this reuse

of the building, 195 parking spaces would be required. The applicant is showing 238 spaces on the site (114 surface parking spaces, 66 parking deck spaces, and 58 ground level interior to building spaces). Staff suggests that possible reuse of the building be limited to that as proposed by the applicant which is the use of the top two floors for office (60,000 square feet), ground level parking and basement storage for the office use (30,000 square feet). It should be noted, that the applicant has mentioned a lab use for the basement; however, this use could not be supported with the currently intended parking. The use limitation is proposed as an additional amendment to the Jordan Creek Business Park Specific Plan since the first reading (see Attachment A).

RECOMMENDATION: Based upon the preceding review and a finding of consistency with the goals and policies of the Comprehensive Plan, staff recommends the City Council approve the second reading, waive the third reading and adopt an amendment to the existing Jordan Creek Business Park Specific Plan Ordinance, Specific Plan Map and exhibits to allow SIC 4225, Self-service storage facility – interior unit access with no outside storage yard as a permitted use and modify layout of the parcel and architectural concepts, subject to the applicant meeting all City Code requirements and the following:

1. ~~The precedent image submitted for the indoor storage building shall be modified further to be compatible with the existing precedent images within the Jordan Creek Business Park Specific Plan and with the performance standards for indoor storage facilities that were recently adopted by the City Council. The revised precedent image shall replace the image provided as Exhibit B to the July 10, 2017 City Council staff report and be made a part of the Jordan Creek Business Park Specific Plan. Since the first reading and original placement of this condition of approval, the applicant has provided a new precedent image that is acceptable to Staff; therefore this condition is no longer necessary. The precedent image for the indoor storage facility attached to the ordinance is the correct illustration to guide development of a future building.~~
2. The applicant acknowledging that this Specific Plan Amendment is not an approval of the proposed building architecture, which has been submitted as a precedent image for the Jordan Creek Business Park Specific Plan. The specific design of the indoor storage facility architecture will be reviewed and approved through the regular Overlay District Site Plan review process. Applicant shall continue to work with staff to incorporate a design and color palette that is compatible with the context of the development and Specific Plan Ordinance.
3. Any site design that is agreed upon with the adjacent property owners will need to be reviewed by staff to ensure compliance with City Code requirements and proper site design principles as a part of the normal 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	June 9, 2017	
Letter sent to surrounding property owners		June 7, 2017

SUBCOMMITTEE REVIEW (if applicable)

Committee	Development & Planning		
Date Reviewed	December 12, 2016 & March 6, 2017		
Recommendation	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Split <input type="checkbox"/>

ATTACHMENTS:

Attachment A	-	Specific Plan Ordinance
Exhibit A	-	Specific Plan Map
Exhibit B	-	Architectural Precedent Image
Attachment B	-	Revised Site Plan
Attachment C	-	Email Chain between Applicant and Neighbors
Attachment D	-	September 14, 2017 Letter of Opposition
Attachment E	-	July 7, 2017 Letter of Opposition

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 #1712 TO AMEND THE JORDAN CREEK BUSINESS PARK PLANNED UNIT DEVELOPMENT (PUD) TO MODIFY THE SPECIFIC PLAN MAP, LAND USE REGULATIONS AND ARCHITECTURAL CONCEPTS

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

SECTION 1. AMENDMENT: Ordinance #1712 pertaining to the **Jordan Creek Business Park Specific Plan**, Section 083-04: *Land Use*; Subsection B: *Parcel B*; Subsection 1: *Land Use*; Subsection b: *Prohibited Uses*; is hereby amended by adding the bolded italicized text:

B. Parcel B:

1. Land Use: All land uses as set forth in title 9, "Zoning", of the city code for the Professional Commerce Park (PCP) district as permitted and permitted conditionally shall apply except as indicated below:
 - a. Permitted Uses: Permitted uses shall include the following:
 - (1) All permitted (P) uses allowed within the professional commerce park (PCP) district except those otherwise adjusted or prohibited by this ordinance:
 - (A) SIC 484 - Wall mounted antennas and/or dishes shall be considered a permitted conditional use (PC) requiring the appropriate city approvals.
 - (2) All permitted conditional (PC) uses allowed within the professional commerce park (PCP) district except those otherwise adjusted or prohibited by this ordinance may be allowed with the approval of the appropriate review body:
 - (A) SIC 5812 series - Eating places shall be considered a permitted use (P)
 - b. Prohibited Uses: The following permitted and permitted conditional uses otherwise allowed in the professional commerce park (PCP) district shall be prohibited:

SIC 42 series - Trucking and warehousing, ***except a maximum of one (1) SIC 4225, Self-service storage facility – interior unit access with no outside storage yard, shall be permitted within the Jordan Creek Business Park development area. Reuse of all or part of the indoor storage building shall be limited by available parking within the site: the reuse of the full building may not be possible.***

SIC 46 series - Pipelines.

SECTION 2. AMENDMENT: Ordinance #1712 pertaining to the **Jordan Creek Business Park Specific Plan**, Section 083-05: *Requirements*; Subsection E: *Parking Ratios*; Subsection 1; is hereby amended by adding the bolded italicized text

E. Parking Ratios:

1. A minimum of one space per three hundred fifty (350) square feet of gross leasable area (gla) of nonresidential uses (2.9 per 1,000 square feet) with a maximum of one space per two hundred fifty (250) square feet of gla of nonresidential uses (4 per 1,000) shall be provided within each lot.

- a. If a higher parking ratio is desired, the applicant shall be restricted to implementing initial parking in compliance with one space per two hundred fifty (250) square feet of gla, with additional parking to be implemented at such time that it is proven to the satisfaction of the director of community development that the additional spaces are needed to accommodate the patrons of the business. The potential additional parking stalls/area shall be identified on the approved site plan for the parcel. Including the additional proposed parking, said site must be in compliance with all other open space, buffer, screening, landscaping, and setback requirements. At the time of implementation of the additional parking, a minor modification request shall be submitted to the city. Said minor modification request shall be for notification purposes only and shall not be used as a trigger to require changes to the site, except to bring the site into compliance with the initially approved site plan. The minor modification request shall be administratively approved.
- b. *Reuse of all or part of the one (1) SIC 4225, Self-service storage facility – interior unit access with no outside storage yard allowed within the Jordan Creek Business Park shall be limited by available parking within the parcel. Parking required shall be calculated as follows: office uses at one (1) space per 350 square feet of gla and basement storage for a tenant(s) with office space within the building at one (1) space per 500 square feet of gfa for the first 10,000 square feet and one (1) space per 5,000 square feet of gfa for each 10,000 square feet thereafter. Parking for all other uses not otherwise regulated under this ordinance shall abide by city code. Based on site layout information provided at time of drafting this ordinance, use of the building would be limited to the 2nd and 3rd floors (approximately 60,000 square feet of the gfa of the building) being used as an office and the basement (approximately 30,000sf gfa) for storage. The remaining building square footage (main level) is designated for indoor parking for the office and storage tenants.*

SECTION 3. AMENDMENT: Ordinance #1712, “Jordan Creek Business Park” is hereby amended by replacing the respective pages of the Specific Plan Map and architectural concepts on file with the City Clerk with that as illustrated in Exhibit A and B of this ordinance.

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

SECTION 5. OTHER REMEDIES. In addition to the provisions set out in the Violations and Penalties Section herein, the City may proceed in law or equity against any person, firm or corporation for violation of any section or subsection of this Ordinance.

SECTION 6. 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 7. 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

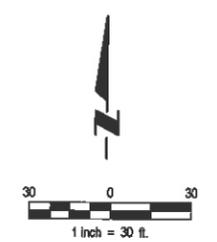
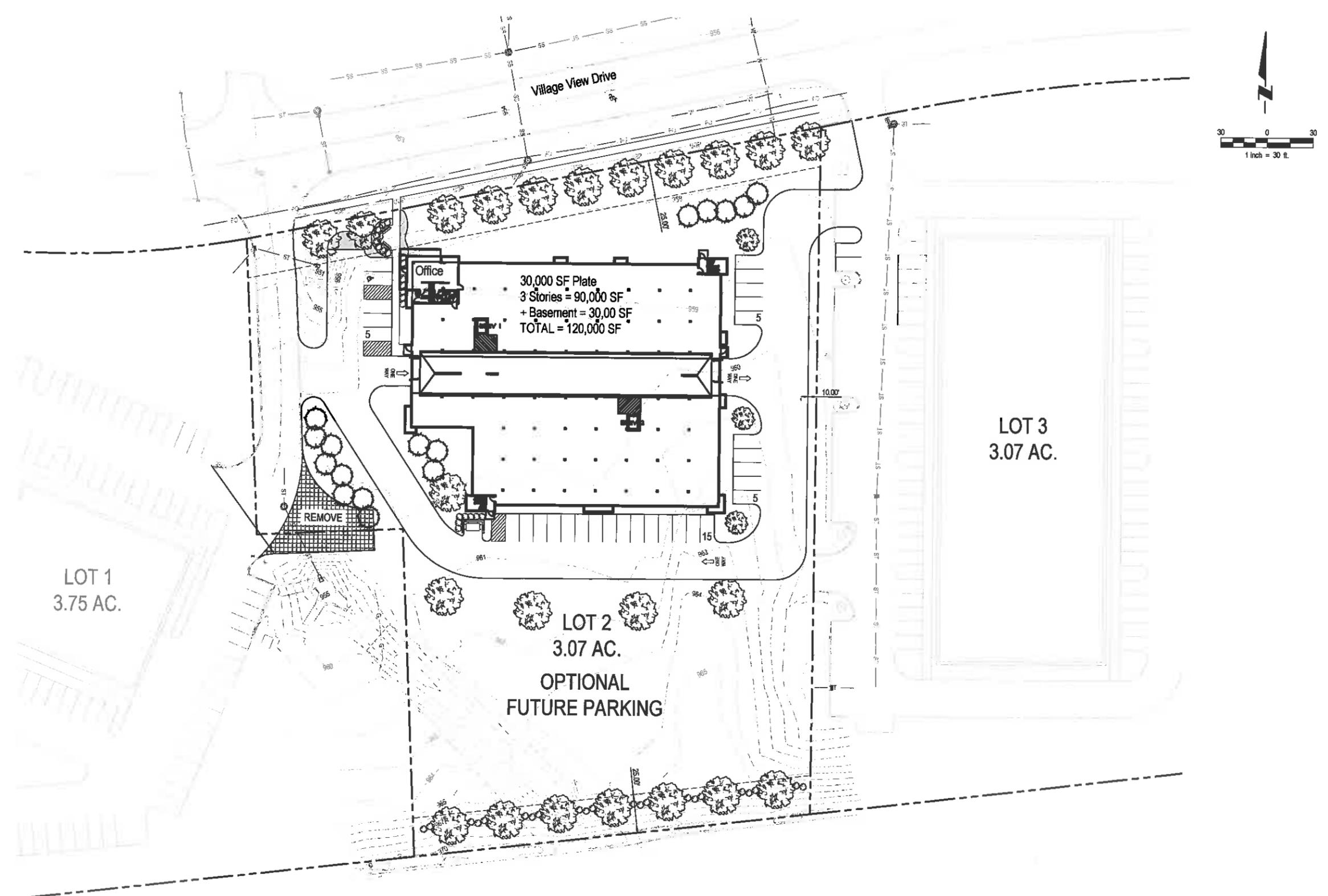
ATTEST: _____
Ryan T. Jacobson, City Clerk

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

Ryan T. Jacobson, City Clerk







E & A CONSULTING GROUP, INC
 Engineering • Planning • Environmental & Field Services



JORDAN CREEK
 SELF STORAGE
 WESTDES MONIES, IOWA

SITE PLAN

Revisions	
Date	Description

Proj No: 102716.001
 Date: 8/12/07
 Designed By: JMT/MAT
 Drawn By: MAT
 Scale: 1" = 30'
 Sheet: 1 of 1

1000 Mill Valley Road, Suite 100 • Omaha, NE 68154
 Phone: 402.495.4700 • Fax: 402.495.5596
 www.eaag.com

M:\Projects\102716\102716.dwg 8/12/07 1:11 PM A:\Projects\102716\102716.dwg

Portz, Brian

From: Jason Thiellen <jthiellen@eacg.com>
Sent: Wednesday, September 13, 2017 3:18 PM
To: Dave Brown; Portz, Brian; Matthew Tiarks; David Harnisch
Cc: Tim Hogan; darylleise@icloud.com; Twedt, Lynne; Schemmel, Linda
Subject: RE: Jordan Creek Business Park

Dave, I'm not sure we can do much more in the way of the connection issue with the City. We are absolutely open to not making that connection to your lot, however this is out of our control per the City comments. So if am I reading this correctly, if we were able to enter and exit to the west and not have the connection to your lot, would your group still be opposed to the project? Or, the removed connection along with the additional changes we have made to our plan would be enough for your group to not oppose the project based on the efforts we have made to reduce the impact to the condo owners?

I think we will need to move forward to City Council as I believe we have done as much as we can to accommodate your concerns. Please let me know if there is anything else that comes to mind that we can try to incorporate into our design. Thank you.

Sincerely,

Jason Thiellen

CEO/Planning Dept. Manager

Engineering Answers... By creating opportunities.

E & A Consulting Group, Inc. www.eacg.com

10909 Mill Valley Road, Suite 100 • Omaha, NE 68154 • Ph: 402.895.4700 • Fax: 402.895.3599

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From: Dave Brown [mailto:dbrown@IPE1031.com]
Sent: Wednesday, September 13, 2017 1:33 PM
To: 'Portz, Brian' <Brian.Portz@wdm.iowa.gov>; Matthew Tiarks <mtiarks@eacg.com>; Jason Thiellen <jthiellen@eacg.com>; David Harnisch <dharnisch@eacg.com>
Cc: Tim Hogan <tim@hoganlawoffice.net>; darylleise@icloud.com; Twedt, Lynne <Lynne.Twedt@wdm.iowa.gov>; Schemmel, Linda <Linda.Schemmel@wdm.iowa.gov>
Subject: RE: Jordan Creek Business Park

We have really tried to be open to the developer's efforts. The plan with one drive through Biolife was being seriously considered by our group. That appears to be off the table. We are 100% opposed to any connection through our lot.

Jason, where do you stand? If the plan is to proceed to Council on Monday, we need to submit our comments in opposition tomorrow and reach out to the Council. If this will be deferred again, we'll hold off as work continues.

David A. Brown
 President
 Certified Exchange Specialist

IPE 1031
 6150 Village View Drive, Suite 113
 West Des Moines, IA 50266

515.279.1111 • 888.226.0400
Fax: 515.279.8788
www.IPE1031.com

From: Portz, Brian [<mailto:Brian.Portz@wdm.iowa.gov>]
Sent: Tuesday, September 12, 2017 2:16 PM
To: Matthew Tiarks; Jason Thiellen; David Harnisch
Cc: Tim Hogan; darylleise@icloud.com; Dave Brown; Twedt, Lynne; Schemmel, Linda
Subject: RE: Jordan Creek Business Park

I received the following response from Engineering about the revised site plan:

The proposed driveway is too close to the existing driveway to the east. City Code requires at least 100' between driveways such as these, although additional separation is needed in this situation due to potential head-to-head conflicts in the two-way left-turn lane on Village View Drive. As a result, no new driveways would fit between the existing driveways on the south side.

My recollection of the July 31st meeting is that the neighbors to the east are objecting to the previously-planned connection point since the storage-generated traffic would be traveling through their north/south drive aisle. One possible solution would be to construct a new connection farther north, such as shown on the attached. This would alleviate that concern, but still provide a connection point and share a driveway. The existing connection point could then potentially be modified to parking stalls to make up for lost stalls on the north end.

Also, I see that they have modified the western connection to the existing Biolife drive aisle. The first internal intersection is now very close to the drive aisle, which may create confusion and potential conflicts at the location where the Biolife drive aisle approach, storage office parking lot approach, entering drive-thru approach, and main south parking lot approach come together. Sight distance would also be affected between northbound drivers coming from Biolife and northbound drivers coming from the main south parking lot. These conflicts would be worsened if the site ever gets converted to office. They should consider improving this internal intersection, perhaps by connecting the parking lot approach to the previously-planned Biolife connection (instead of removing this connection, as labeled).

Eric Petersen, P.E. | Principal Transportation Engineer
City of West Des Moines | Engineering Services
515.273.0656 | eric.petersen@wdm.iowa.gov

From: Matthew Tiarks [<mailto:mtiarks@eacg.com>]
Sent: Monday, September 11, 2017 4:06 PM
To: Jason Thiellen <jthiellen@eacg.com>; Portz, Brian <Brian.Portz@wdm.iowa.gov>; David Harnisch <dharnisch@eacg.com>
Cc: Tim Hogan <tim@hoganlawoffice.net>; darylleise@icloud.com; Dave Brown <dbrown@IPE1031.com>; Twedt, Lynne <Lynne.Twedt@wdm.iowa.gov>; Schemmel, Linda <Linda.Schemmel@wdm.iowa.gov>
Subject: RE: Jordan Creek Business Park

All,
Please see attached layout meeting the parking requirements of 195 stalls for the third option (the use of the top two stories with ground level parking and basement storage) and also having an additional driveway connected to Village View Drive on the Northeast corner of the lot.

Thanks,
Matt Tiarks, ASLA
Landscape Designer
Engineering Answers... by keeping it green

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From: Jason Thiellen
Sent: Monday, September 11, 2017 3:41 PM
To: Portz, Brian <Brian.Portz@wdm.iowa.gov>
Cc: Tim Hogan <tim@hoganlawoffice.net>; darylleise@icloud.com; Dave Brown <dbrown@IPE1031.com>; Twedt, Lynne <Lynne.Twedt@wdm.iowa.gov>; Schemmel, Linda <Linda.Schemmel@wdm.iowa.gov>; Matthew Tiarks <mtiarks@eacg.com>
Subject: Re: Jordan Creek Business Park

Tim as stated before, we are more than happy to not provide the connection to the east provided the city is supportive of that. We can certainly change the entrance to the east side of the building to push traffic west.

Sent from my iPhone while Engineering Answers!

On Sep 11, 2017, at 3:38 PM, Portz, Brian <Brian.Portz@wdm.iowa.gov> wrote:

Possibly, but Engineering would have to review it also for driveway separation requirements. Go ahead and draw it up and I will run it by them.

From: Jason Thiellen [<mailto:jthiellen@eacg.com>]
Sent: Monday, September 11, 2017 3:25 PM
To: Tim Hogan <tim@hoganlawoffice.net>
Cc: Portz, Brian <Brian.Portz@wdm.iowa.gov>; darylleise@icloud.com; Dave Brown <dbrown@IPE1031.com>; Twedt, Lynne <Lynne.Twedt@wdm.iowa.gov>; Schemmel, Linda <Linda.Schemmel@wdm.iowa.gov>; Matthew Tiarks <mtiarks@eacg.com>
Subject: Re: Jordan Creek Business Park

Brian, will the city be ok with our entrance coming off of Village View Drive at the northeast and then exit to the west of the building?

Matt can draw this up and send to me for review. Thanks

Sent from my iPhone while Engineering Answers!

On Sep 11, 2017, at 3:00 PM, Tim Hogan <tim@hoganlawoffice.net> wrote:

Brian, Jason and Daryl –

As you know, a driveway connection through Lot 3 is not acceptable to the office condominium owners. The fire department only requires a second connection to the public street (not a connection to or through Lot 3). The site plan should be redesigned to incorporate a second connection directly from the self-storage site on to Village View Drive. Please send me a copy of the new design as soon as the same is available.

Thanks.

Timothy C. Hogan
Hogan Law Office
3101 Ingersoll Avenue, Suite 103
Des Moines, Iowa 50312
Phone: 515-279-9059
Fax: 515-277-5836
E-mail: tim@hoganlawoffice.net

CONFIDENTIALITY NOTICE

This email is confidential and may be privileged. It should be read or retained only by the intended recipient. If you have received this email in error, please notify the sender immediately.

From: Portz, Brian
Sent: Friday, September 8, 2017 3:33 PM
To: Jason Thiellen <jthiellen@eacg.com>; Daryl Leise <darylleise@icloud.com>
Cc: Twedt, Lynne <Lynne.Twedt@wdm.iowa.gov>; Schemmel, Linda <Linda.Schemmel@wdm.iowa.gov>; 'Matthew Tiarks' <mtiarks@eacg.com>
Subject: Jordan Creek Business Park

Jason and Daryl,

Below are the comments I received from City Staff regarding the revised site plan submitted last week for the Jordan Creek Business Park indoor storage facility.

- The Fire Department will require a connection to the property to the east or another connection to Village View Drive. Your plan should illustrate a connection to Lot 3 on the far southeast corner of your site to align with the existing driveway on the south side of the building on Lot 3. As an alternative, you may look at a connection at the far northeast corner of your site to align with the driveway on the north side of the building on lot 3.
- Since a connection to the property to the east is going to be required, we recommend the circulation through the building for loading and unloading be reversed so truck traffic drives along the south side of the building and enters the building on the east side. This will direct the majority of the truck traffic out the west entrance to the site and not through the lot 3 property.
- Parking: Staff doesn't completely agree that only the top two stories will be counted for parking for a possible reuse of the property. The site will need to accommodate parking for the entire reuse of the building (120,000/350 = 343 spaces), the use of the 3 stories with basement storage (90,000/350 = 257 spaces for office plus 24 spaces for basement storage; Total = 281 spaces), or the use of the top two stories with ground level parking and basement storage (60,000/350 = 171 spaces for office plus 24 spaces for basement storage; Total = 195 spaces). We will need to define the allowed reuse of the building to these scenarios within the Jordan Creek Business Park Specific Plan Ordinance and you will need to show on the site plan that you can accommodate these scenarios with a parking deck or other means.

- The architecture drawings submitted are sufficient at this time for precedent images. We will still have comments about the building design with the site plan review of the project.

Please get a revised plan back to me as soon as possible to remain on the September 18th City Council meeting.

Let me know if you have any questions.

Brian S. Portz, AICP
Planner

Development Services
City of West Des Moines
4200 Mills Civic Parkway, Suite 2D
P.O. Box 65320
West Des Moines, Iowa 50265
Ph: (515) 222-3620

Portz, Brian

From: Jason Thiellen <jthiellen@eacg.com>
Sent: Thursday, August 31, 2017 10:13 AM
To: Dave Brown
Cc: Daryl Leise; Matthew Tiarks
Subject: RE: Jordan Creek Storage

Dave, we will get you something by Friday. In talking with Brian Portz at the city, they want to complete a full site plan review and have requested that we request a lay over from the 5th to the 19th and we have accepted the layover. So the project will have a complete review from a zoning and fire and safety standpoint. This will also provide more information for everyone to consider. I will include you in the email I need to send to Brian to request the layover. I appreciate the considerations for the changes we've made.

Sincerely,

Jason Thiellen
CEO/Planning Dept. Manager
Engineering Answers... By creating opportunities.
E & A Consulting Group, Inc. www.eacg.com

10909 Mill Valley Road, Suite 100 • Omaha, NE 68154 • Ph: 402.895.4700 • Fax: 402.895.3599

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From: Dave Brown [mailto:dbrown@IPE1031.com]
Sent: Thursday, August 31, 2017 9:49 AM
To: Jason Thiellen <jthiellen@eacg.com>
Cc: Daryl Leise <darylleise@icloud.com>
Subject: RE: Jordan Creek Storage

How quickly can you get me a version showing the site with only the paving that will ultimately be required (versus all parking spaces)? I think it would be helpful to see what will actually be there. For what it's worth, I am going to make sure the group gives careful consideration to the changes you've made.

Thanks,

David A. Brown
President
Certified Exchange Specialist

IPE 1031
6150 Village View Drive – Suite 113
West Des Moines, IA 50266
515.279.1111 • 888.226.0400
Fax: 515.279.8788
www.IPE1031.com

PLEASE NOTE OUR NEW ADDRESS

From: Jason Thiellen [<mailto:jthiellen@eacg.com>]

Sent: Wednesday, August 30, 2017 11:30 AM

To: Dave Brown

Cc: Daryl Leise; Portz, Brian; Paige Rueter; 'John Twillmann'; 'A A Russ Daub'; David Harnisch; Matthew Tiarks

Subject: RE: Jordan Creek Storage

Dave,

Please find the attached concept and renderings for the Jordan Creek project. Based on the meeting that your ownership group and the City of West Des Moines had several weeks ago the main issues that we heard in addition to the letter of concern dated July 7 we as follows:

1. Orientation of the building as it relates to the street. The building was pushed up to the street and the concern of visibility to the condo building based on the location of the building.
 - a. As you can see, we rotated the building south east and pulled it back just a bit to open up the view on Village View Drive so that vehicles approaching the condo building will be able to see the building as they approach the drive access to that building.
2. Height of the Building, overall scale of the building as it relates to the adjacent buildings.
 - a. We have reduced the number of story's in the building from 4 to 3 and added a basement to gain the needed square footage for the project. The height was reduced from 54 feet to 40 feet to the main structure. That height will vary based on the required architectural elements to the building.
3. Access to Condo Lot.
 - a. We have eliminated the access to the parking lot from our lot so that no one from our project can access the condo parking lot.
4. Reuse of the Building.
 - a. With the reduced height and usable square footage, this building could now be reused for an office type use with underground parking on the first floor and data storage or a tech or lab use in the basement area. With reduced overall usable square footage of 60,000 square feet, the building can now be parked to meet the city parking requirements without having to building a parking structure on the property.
5. Building Architecture. Previous renderings did not provide a good enough representation of the materials and look for the building.
 - a. With the new renderings, which will be part of the resubmittal, you can see that the building will be representative of the high level of materials as well as maintain the office feel and look consistent with the requirements and existing buildings. We will be held to this level of construction at the time of building permit.

I will provide another email with a second rendering as well as a written response to the email sent to the city dated July 7, 2017. Please feel free to give me a call with any questions you may have. We are planning on being at the September 5th City Council meeting to present the new plan.

Sincerely,

Jason Thiellen

CEO/Planning Dept. Manager

Engineering Answers... By creating opportunities.

E & A Consulting Group, Inc. www.eacg.com

10909 Mill Valley Road, Suite 100 • Omaha, NE 68154 • Ph: 402.895.4700 • Fax: 402.895.3599

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From: Dave Brown [<mailto:dbrown@IPE1031.com>]
Sent: Tuesday, August 29, 2017 9:23 AM
To: Jason Thiellen <jthiellen@eacg.com>
Cc: Daryl Leise <darylleise@icloud.com>
Subject: RE: Jordan Creek Storage

Jason,

Any news? Please let me know where this stands today if possible.

Thanks,

David A. Brown
President
Certified Exchange Specialist

IPE 1031
6150 Village View Drive – Suite 113
West Des Moines, IA 50266
515.279.1111 • 888.226.0400
Fax: 515.279.8788
www.IPE1031.com

PLEASE NOTE OUR NEW ADDRESS

From: Jason Thiellen [<mailto:jthiellen@eacg.com>]
Sent: Wednesday, August 16, 2017 3:49 PM
To: Dave Brown
Cc: Daryl Leise
Subject: Jordan Creek Storage

Dave,

The updated elevations will not be complete until next week. We have requested another layover to September 5th. I will have the new site plan and elevations to you when I have them completed. Thank you.

Sincerely,

Jason Thiellen
CEO/Planning Dept. Manager
***Engineering Answers...* By creating opportunities.**
E & A Consulting Group, Inc. www.eacg.com

10909 Mill Valley Road, Suite 100 • Omaha, NE 68154 • Ph: 402.895.4700 • Fax: 402.895.3599

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6150 Village View Condominium Association
6150 Village View Drive, Suite 101
West Des Moines, IA 50266

September 14, 2017

VIA EMAIL

Mayor Steve Gaer
and West Des Moines City Council
City Hall
4200 Mills Civic Parkway
P.O. Box 65320
West Des Moines, IA 50265-0326

Re: Jordan Creek Business Park – Specific Plan Amendment to Allow SIC 4225 – Self-Service Storage Facility

Dear Mayor Gaer and City Council Members:

On behalf of the 6150 Village View Condominium Association, we are writing as a follow up to our July 7, 2017, letter wherein we expressed our strong opposition to amendment of the Jordan Creek Business Park Specific Plan Ordinance to allow SIC 4225 – self-service storage facility – as a permitted use.

Since the date of our last letter, the Association and business condominium owners (“6150 Owners”) participated in a July 31 meeting with the developer and City staff. Further, we have made substantial efforts to work with the developer and reasonably consider alternatives. We have received and considered revised site plans for the project and consulted with City staff concerning requirements for the site. Having carefully considered all of the factors and information before us, it is clear that the site is not suitable for the proposed use. Without reservation, we remain strongly opposed to the project.

In addition to, and as a supplement to our July 7 letter, the Association submits the following in support of its position:

As a restatement, the owners of 6150 Village View Drive (“6150 Owners”) relied on the Jordan Creek Business Park standards when they purchased their properties. The indoor storage use does not comport to the use the 6150 Owners believed would exist when they purchased their properties.

The owners and occupants of the 6150 Village View condominiums are comprised of professional businesses, which include an insurance company, financial and benefit advisory firms, a chiropractor, a dental office, a modeling agency, a spa, two real estate related firms, an

optometry association, and a staffing company. These professional businesses acquired their properties in reliance upon the existing standards of the office park and with the expectation that other professional businesses would locate in the business park. The proposed storage facility is not a professional business and most certainly detracts from the nature and character of the development into which the current owners and occupants bought. Previously, the City rejected a prior request for a more complementary salon use. With this precedent, the 6150 Owners question why this far less complementary use is being considered.

The proposed storage facility is twice the size of an office building that would be economically viable and appropriate for the parcel. By a factor of five, the proposed facility is vastly out of proportion to its neighbors. The Village View office park is not suitable for the size of this facility.

The 6150 Owners retained the services of Simonson & Associates to analyze the site in question and determine the largest size of an office building capable of fitting on the 3 acre parcel. After factoring in all site requirements (See Exhibit "A" attached), including required parking for an office use as surface parking, ingress and egress access points, green space and setbacks Simonson determined that the maximum size of the building would be two stories and 50,000 square feet. Attached at Exhibit "B" is a site plan showing the footprint for that building and a letter of opinion from Simonson & Associates.

The developer advises that it has been instructed to design the site to allow for adequate parking should the building be repurposed from a storage to an office use. However, the City has advised that the developer will not be required to construct all parking while the building is operated as a storage facility. As acknowledged by the developer, it would not be feasible economically to repurpose this building or later construct the required parking for the potential office use capacity.

The developer endeavors to construct a facility that is more than double the size of that which would be permitted for a standard office building. Further, the storage facility is approximately 5 times larger than the buildings located on neighboring properties. Ordinarily an office building of this size would sit on a 6 to 8 acre parcel. Instead of a 6 to 8 acre parcel, the developer seeks to locate on a mere 3 acres. In effect, 10 to 13 pounds of potatoes are to be stuffed in a 5 pound bag. Engineering contortions are being undertaken to justify a building that is too large for the parcel and out of proportion to its neighbors. Photos of the neighboring buildings may be viewed within Exhibit "C" attached.

The 6150 Owners continue to object to the nature, use and traffic makeup of the self-storage facility within the office park.

While a traffic study has been completed, its focus is solely to prove the impact to the street system at peak hours. It does not address traffic issues that would impact the Village View office park or the neighboring business owners. The 6150 Owners expressed their concerns relative to this matter at the July 31 meeting.

The 6150 Owners restate their concern that "vehicle" traffic will be large and likely be comprised of loaded pickup trucks, vans, trailers, straight-trucks and other vehicles that can carry a payload. This type of traffic is not commensurate with customary office uses, but fits more within the traffic patterns that would be encountered in a warehouse, industrial, commercial or retail district. This is one of the primary reasons that self-storage facilities have not been customarily permitted outside certain zoning designations. To the extent that the City of West Des Moines desires to locate these types of facilities near urban centers, it seems much more reasonable and appropriate to allow them in retail and commercial districts or office districts with larger corporate clients.

Further, as to traffic counts, it is reasonable to assume that a high percentage of traffic to the facility will occur outside of regular business hours. The developer has represented that facility hours will be from 7:00 a.m. to 10:00 p.m. The facility will be staffed Monday through Saturday from 8:00 a.m. to 5:00 p.m. The facility will not be staffed on Sundays and evenings, the period during which the facility will likely receive substantial use. The lack of staffing and supervision of a four story, 400 storage unit building during all hours of use will most certainly result in a greater incidence of negative impacts upon neighboring properties.

No subsequent efforts or submissions have been made to define the nature and frequency of traffic relating to the proposed use. The 6150 Owners continue to strongly believe the nature of the traffic is not appropriate for this professional office corridor.

The 6150 Owners continue to strenuously object to the planned parking lot connection.

After considering several alternatives proffered by the Developer, the City had advised that there are no options to eliminate the connection to the 6150 Owner's parking lot. As mentioned previously, "vehicle" traffic will be large and likely be comprised of loaded pickup trucks, vans, trailers, straight-trucks and others that can carry a heavy payload. In no uncertain terms, the allowance of heavy and large vehicle traffic through our lot will result in unauthorized utilization of our trash facilities, rapid degradation of parking lot paving, the potential for clipping of parked vehicles and disruptions to access. The planned connection into our existing parking lot is simply untenable, unreasonable and unacceptable. Due to the likely economic and business damages that would result from storage traffic passing through our lot, under no circumstances will the 6150 Owners voluntarily acquiesce to any effort to require heavy storage facility traffic the ability to pass through our lot.

More appropriate sites within the George Mills / Jordan Creek business corridor exist to locate the facility.

During the July 31 meeting held between the developer, City staff and the 6150 Owners, it was represented that this parcel was one of three upon which the developer is able to locate. This is an economic argument by the developer. Other sites are available for the proposed use. As the 6150 Owners stated in its last submission, the proposed use is more appropriate in a

commercial or retail district where the indoor use would be specifically permitted. Both the developer and City staff acknowledged that sites are available within other zoning districts in and around the George Mills and Jordan Creek business corridor. The developer stated it has not explored these other sites due to land cost considerations.

Other sites are being considered by competing projects within the George Mills / Jordan Creek business corridor.

City staff advised the 6150 Owners that two separate sites are being considered by competing projects within the George Mills and Jordan Creek business corridor. One potential location is south of the Executive Laser Wash on S. 50th Street. The other potential site is south of Hampton Inn and Suites off Stagecoach Drive. Beyond the Village View site, this service has the strong potential to be available in other areas to West Des Moines should the Council elect to deny the use within the Village View office park.

The developer has no experience operating this type of facility.

During the July 31 meeting, developer advised it has no other open locations or experience operating this type of facility. The developer is from Omaha and the management company is a REIT from Utah. The lack of a local ownership or management presence is cause for concern in terms of how problems will be handled. Due to the impact upon the neighboring owners, the Village View office park is not the location wherein an experiment should occur.

The existing neighbors to the proposed storage facility unanimously oppose the request to amend the PUD to permit developer's proposed use.

The 6150 Owners and Bio Life Plasma Services are the only existing neighbors that would be affected by the storage facility. All exiting neighbors to the proposed storage facility oppose the use being contemplated by the developer.

Sincerely,

James W. Thompson, Value Wealth Management (Point Investors, LLC - Suite 101)
Greg Wold, B and G Partnership (Suites 102, 103, 106, 107, 108, 109)
David Brown, IPE 1031 (Bull Run Holdings, LLC - Suites 113, 111, 110)
Steven Myers, The Peak Agency (Suite 112)
Kelly Parker, Talentlink (Suite 115)
Gary Ellis, Iowa Optometric Association (Suite 105)
Daryl Johnson, Brown-McNerney-Johnson Insurance Agency (Suite 100)
Patty Stitz, Acumen Benefit Advisors (Suite 114)

EXHIBIT "A"

From: Portz, Brian [mailto:Brian.Portz@wdm.iowa.gov]

Sent: Tuesday, August 01, 2017 4:48 PM

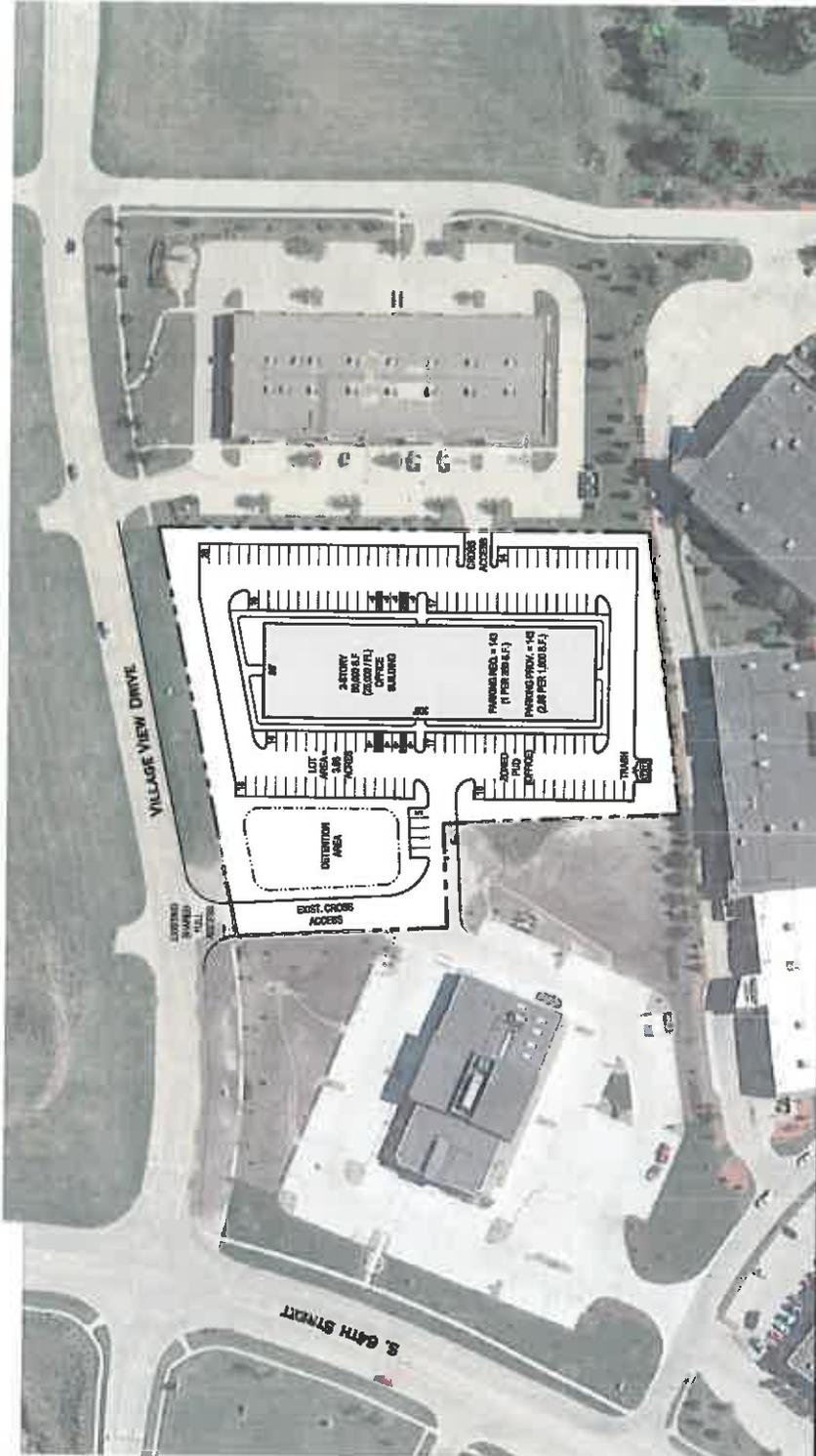
To:

Subject: RE: Indoor storage facility

Below are the parameters that apply to the site:

- According to the Jordan Creek Business Park PUD, no part of any structure, including place making elements and landmarks such as clock towers shall exceed sixty feet (60') in height as measured from the average finished grade, except, an additional twelve feet (12') of height shall be allowed for each additional ten feet (10') of setback from the perimeter PUD boundary line or the right of way line of Village View Drive.
- Regarding setback requirements, South and north setback is 25', No setback (0 feet) shall be required from an adjoining parcel which is included within the overall boundaries of the Jordan Creek Business Park specific plan area (east or west)
- Buffers: South – 25'; No buffers between internal parcels shall be required except to mitigate undesirable elements and views
- Open Space: A minimum of 20% open space is required on each lot.
- Parking required: 1 parking space per 350 square feet of gross floor area

EXHIBIT "B"
Page 1



simonson
 SIMONSON & ASSOCIATES ARCHITECTS LLP
 2000 West 15th Street, Suite 100
 Des Moines, IA 50319
 515.281.1111
 www.simonsonarch.com

Jordan Creek Business Park, Lot 2
 office building site Concept #1
 West Des Moines, Iowa
 August 04, 2017

THIS PLAN IS THE PROPERTY OF SIMONSON & ASSOCIATES ARCHITECTS LLP. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF SIMONSON & ASSOCIATES ARCHITECTS LLP. THE USER OF THIS PLAN ASSUMES ALL LIABILITY FOR ANY ERRORS OR OMISSIONS. THE USER OF THIS PLAN AGREES TO HOLD SIMONSON & ASSOCIATES ARCHITECTS LLP HARMLESS FROM AND AGAINST ALL SUCH LIABILITY. THE USER OF THIS PLAN AGREES TO HOLD SIMONSON & ASSOCIATES ARCHITECTS LLP HARMLESS FROM AND AGAINST ALL SUCH LIABILITY. THE USER OF THIS PLAN AGREES TO HOLD SIMONSON & ASSOCIATES ARCHITECTS LLP HARMLESS FROM AND AGAINST ALL SUCH LIABILITY.

EXHIBIT "B"

Page 2

simonson

simonson & associates architects llc
1717 ingersoll avenue suite 117
des moines ia 50309
pna 515 440 5626
www.simonsonassoc.com

August 9, 2017

Mr. Dave Brown
President
IPE 1031
6150 Village View Drive, Suite 113
West Des Moines, IA 50266

Re: Jordan Creek Business Park, Lot 2
Typical Office Layout

Mr. Brown,

This letter is in regards to the future development of Lot 2 of the Jordan Creek Business Park, which is currently an undeveloped lot immediately west of the office condo from which you own and work at 6150 Village View Drive.

You have requested that Simonson & Associates provide their professional opinion as to the largest typical office building capable of fitting on the above mentioned property. In order to determine this, Simonson has created a "generic" office building site layout for the property. We have incorporated City zoning requirements that were emailed to you on August 1, 2017 from Brian Portz, Planner at the City of West Des Moines to the extent possible at this point.

In our opinion, based on the site layout exercise, it appears that the property could support an office building of approximately 50,000 gross square feet on two-stories (25,000 square feet per floor). This includes the required parking for an office use as surface parking, ingress and egress access points, greenspace, setbacks and an area for storm water detention.

Please note that the site layout is based on aerial imagery and is approximate only. A civil engineering site survey was not used; exact storm water requirements were not calculated; existing or proposed easements have not been taken into account. Existing unseen conditions may occur which may also impact the proposed site layout. Future development of the property would require further surveying, engineering and investigation to determine exact potential of the site.

Please let us know if there are any questions regarding the site layout or this letter.

Best Regards,



Todd Wiskus
Simonson & Associates Architects LLC

Cc Michael Simonson, Simonson & Associates Architects LLC
Cc Alan Van Gundy, Simonson & Associates Architects LLC

EXHIBIT "C"



6150 Village View Business Condominiums



Bio Life Plasma Services

6150 Village View Condominium Association
6150 Village View Drive, Suite 101
West Des Moines, IA 50266

July 7, 2017

VIA EMAIL

Mayor Steve Gaer
and West Des Moines City Council
City Hall
4200 Mills Civic Parkway
PO Box 65320
West Des Moines, IA 50265-0326

Re: Jordan Creek Business Park – Specific Plan Amendment to Allow SIC 4225 – Self-Service Storage Facility

Dear Mayor Gaer and City Council Members:

On behalf of the 6150 Village View Condominium Association, we are writing to express our strong opposition to amendment of the Jordan Creek Business Park Specific Plan Ordinance to allow SIC 4225 – self-service storage facility – as a permitted use. The Association submits the following in support of its position:

The owners of 6150 Village View Drive (“6150 Owners”) relied on the Jordan Creek Business Park standards when they purchased their properties. The owners and occupants of the 6150 Village View condominiums are comprised of professional businesses, which include an insurance company, financial and benefit advisory firms, a chiropractor, a dental office, a modeling agency, two real estate related firms, an optometry association, and a staffing company. These professional businesses acquired their properties in reliance upon the existing standards of the office park and with the expectation that other professional businesses would locate in the business park. The proposed storage facility is not a professional business and most certainly detracts from the nature and character of the development into which the current owners and occupants bought.

The 6150 Owners object to the nature and use of the self-storage facility within the office park. The 6150 Owners have learned that the developer estimates that 3 to 6 vehicles per hour are anticipated to enter the facility. “Vehicle” traffic will be large and likely be comprised of loaded pickup trucks, vans, trailers, straight-trucks and other vehicles that can carry a payload. This type of traffic is not commensurate with customary office uses, but fits more within the traffic patterns that would be encountered in a warehouse or industrial district. This is one of the primary reasons that self-storage facilities have not been customarily permitted outside certain zoning designations. To the extent that the City of West Des Moines desires to locate these

types of facilities near urban centers, it seems much more reasonable and appropriate to allow them in retail and commercial districts or office districts with larger corporate clients.

Further, as to traffic counts, it is reasonable to assume that a high percentage of traffic to the facility will occur outside of regular business hours. The developer has represented that facility hours will be from 7:00 a.m. to 10:00 p.m. The facility will be staffed Monday through Saturday from 8:00 a.m. to 5:00 p.m. The facility will not be staffed on Sundays and evenings, the period during which the facility will likely receive substantial use. The lack of staffing and supervision of a four story, 400 storage unit building during all hours of use will most certainly result in a greater incidence of negative impacts upon neighboring properties.

The 6150 Owners are not opposed to alternate uses, and remain open and receptive to alternate uses. The 6150 Owners have given careful consideration to this project and visited with the developer's representative about their plans for this parcel. This is not a case of the 6150 Owners not wanting a currently permitted use "in their backyard." To the contrary, the 6150 Owners have previously been reasonable in their approach as evidenced through their non-opposition to the PUD amendment that was required for the construction of the MorningStar Senior Living facility. The key distinction between "the not in my backyard" argument is that this amendment seeks a far more onerous impact and use upon existing neighbors than that which is presently permitted. The owners did not anticipate a higher use when they acquired their properties and were not on notice that a self-storage facility would locate on the property.

The 6150 Owners strenuously object to the planned parking lot connection. As mentioned previously, "vehicle" traffic will be large and likely be comprised of loaded pickup trucks, vans, trailers, straight-trucks and others that can carry a payload. While the 6150 Owners strongly oppose the amendment, should the Council proceed against the wishes of the existing neighbors, the planned connection into our existing parking lot is simply untenable and unacceptable. In no uncertain terms, the allowance of heavy and large vehicle traffic through our lot will result in unauthorized utilization of our trash facilities, rapid degradation of parking lot paving and the potential for clipping of parked vehicles.

The building elevations and architecture do not rise to the level of the appearance of an office building. The 6150 Owners acknowledge and appreciate the City's attention to the architectural standards for the facility. This said, the renderings submitted do not rise to the level of mimicking an office building. Below are photos of a comparable facility located in Chesterfield, Missouri. The address of this facility is 17481 North Outer 40 Road, Chesterfield, Missouri. In real life, this facility looks like a "data center" or warehouse versus an office building. The Heartland Self-Storage facility appears to be based upon this concept as evidence by the sparse usage of windows as one would expect in a standard office building. Again, while affirming the fact that the 6150 Owners strongly oppose the amendment, should the Council proceed against the wishes of the existing neighbors, substantially higher architectural standards must be considered for this facility to match the standards of surrounding offices.

It is notable that this Chesterfield, Missouri, facility is located on a commercial corridor adjacent to an interstate highway.





Additional consideration must be afforded to the 6150 Owners as the affected neighbors. We understand that the developer of this project has been afforded the opportunity to work through the City process for nearly a year. The 6150 Owners have been afforded barely one month during a vacation period to assess the impact of the project, formulate a position and organize. Based upon the foregoing, it is clear that additional time must be afforded the neighbors and City staff to analyze the true impacts which have not been considered to date. Respectfully, we were the first to locate in the business park with no other existing uses and we relied upon the standards the City adopted. The potential impact upon us is substantial. A prior request was made to have this matter deferred pending additional consideration and consultation with the developer and staff. We respectfully submit that it is more than reasonable for the Council to provide an additional window of time for City Staff and the 6150 Owners to consider all potential impacts. At a minimum, the 6150 Owners would ask that action on the second reading be deferred pending additional staff review of the concerns expressed by those with the most to lose.

Sincerely,

James W. Thompson, Value Wealth Management (Point Investors, LLC - Suite 101)

Greg Wold, B and G Partnership (Suites 102, 103, 106, 107, 108, 109, 110)

David Brown, IPE 1031 (Bull Run Holdings, LLC - Suites 113 and 111)

Steven Myers, The Peak Agency (Suite 112)

Kelly Parker, Talentlink (Suite 115)

Daryl Johnson, Brown-McNerney-Johnson Insurance Agency (Suite 100)

Patty Stitz, Acumen Benefit Advisors (Suite 114)

NO CHANGE FROM PREVIOUS READING

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

Date: September 18, 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

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

FINANCIAL IMPACT: Undetermined.

BACKGROUND: The City of West Des Moines Development Services Department is requesting approval of a Rezoning Request to consistency zone approximately 12.7 acres located at 9450 Booneville Road from 'Unzoned' to Residential Single Family (RS-8).

Previous Council Action:

Vote: 4-0 approval, with Councilmember Sandager absent

Date: September 5, 2017

Motion: Approval of the First Reading of the amendment to City Code.

OUTSTANDING ISSUES: There are no outstanding issues.

RECOMMENDATION: Based upon the preceding review and a finding of consistency with the goals and policies of the Comprehensive Plan, staff recommends the City Council approve the second reading, waive the third reading and adopt the ordinance in final form.

Lead Staff Member: J. Bradley Munford 

Staff Reviews:

Department Director	
Appropriations/Finance	
Legal	JBW
Agenda Acceptance	

PUBLICATION(S) (if applicable)

Published In	Des Moines Register Community Section
Date(s) Published	8/18/17
Letter sent to surrounding property owners	8/18/17

SUBCOMMITTEE REVIEW (if applicable)

Committee	Development & Planning		
Date Reviewed	Meeting was canceled		
Recommendation	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Split <input type="checkbox"/>

ATTACHMENTS:

Exhibit I - Proposed Rezoning Ordinance

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

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 12.7 acres located at 9450 Booneville Road from 'Unzoned' to Residential Single Family (RS-8) district, in compliance with the adopted City of West Des Moines Comprehensive Land Use Plan.

LEGAL DESCRIPTION

A PARCEL OF LAND IN SECTION TWENTY-TWO (22) TOWNSHIP SEVENTY EIGHT (78) NORTH, RANGE TWENTY-SIX (26) WEST OF THE 5TH P.M., DALLAS COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 22; THENCE SOUTH 83°18' WEST A DISTANCE OF 1810.6' TO THE POINT OF BEGINNING;
THENCE SOUTH 82°36' WEST A DISTANCE OF 1286.8' ALONG THE CENTERLINE OF A COUNTY ROAD (SOMETIMES KNOWN AS INDIAN TRAIL ROAD); THENCE SOUTH 46°21' EAST A DISTANCE OF 642.4'; THENCE NORTH 74°54' EAST A DISTANCE OF 89.0'; THENCE SOUTH 73°41' EAST A DISTANCE OF 211.8'; THENCE SOUTH 88°30' EAST A DISTANCE OF 169.0'; THENCE NORTH 00°12' WEST A DISTANCE OF 101.0'; THENCE NORTH 88°30' EAST A DISTANCE OF 355.30'; THENCE NORTH 00°18' WEST A DISTANCE OF 539.8' ALONG THE CENTERLINE OF A VACATED COUNTY ROAD TO THE POINT OF BEGINNING. THE ABOVE-DESCRIBED REAL ESTATE SUBJECT TO THE EXISTING ROAD RIGHT-OF-WAY ALONG THE NORTH SIDE. ALL OF THE ABOVE-DESCRIBED REAL ESTATE IS LOCATED IN SECTION 22, TOWNSHIP 78 NORTH, RANGE 26 WEST, DALLAS COUNTY, IOWA, CONTAINING 12.71 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

NO CHANGE FROM PREVIOUS READING

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

Date: September 18, 2017

ITEM: Ordinance Amendment – Amend Title 9 (Zoning), Chapter 1 (Entitlements – Process and Procedures), Chapter 2 (Zoning Rules and Definitions), Chapter 5 (Agricultural/Open Space and Residential Zoning District), Chapter 10 (Performance Standards) and Chapter 14 (Accessory Structures) to update definitions and regulations pertaining to accessory structures – City Initiated (AO-003582-2017)

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

FINANCIAL IMPACT: Undetermined.

BACKGROUND: The City of West Des Moines requests an amendment to several chapters of Title 9 (Zoning) to update definitions and regulations pertaining to accessory structures. These changes are intended to clarify accessory use vs. accessory structures and accessory buildings; clean up conflicting regulations in different sections; clearly describe types of accessory buildings; and add accessory buildings types that are not currently included in City code.

Previous Council Action:

Vote: 4-0 approval, Council member Sandager absent

Date: September 5, 2017

Approval of the First Reading of the Ordinance.

OUTSTANDING ISSUES: There are no outstanding issues

RECOMMENDATION: Based upon the preceding review and a finding of consistency with the goals and policies of the Comprehensive Plan, staff recommends the City Council approve the second reading, waive the third reading and adopt the Ordinance in final form, subject to the applicant meeting all City Code requirements

Lead Planner: Linda Schemmel, AIA *LS*

Staff Reviews:

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

PUBLICATION(S) (if applicable)

Published In	Des Moines Register	
Date(s) Published	August 18, 2017	
Letter sent to surrounding property owners		N/A

SUBCOMMITTEE REVIEW (if applicable)

Committee	Development & Planning		
Date Reviewed	March 6 and June 12, 2017		
Recommendation	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Split <input type="checkbox"/>

ATTACHMENTS:

Exhibit I - Ordinance

EXHIBIT I

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

ORDINANCE NO.

TO AMEND TITLE 9 (ZONING), CHAPTER 1 (ENTITLEMENTS - PROCESS AND PROCEDURES) TO ADD STRUCTURES NOT REQUIRING A PERMIT, CHAPTER 2 (ZONING RULES AND DEFINITIONS) TO UPDATE DEFINITIONS RELATED TO ACCESSORY STRUCTURES, CHAPTER 5 (COMMERCIAL, OFFICE AND INDUSTRIAL USE REGULATIONS) TO REMOVE TABLE 5.5 (ACCESSORY STRUCTURES), CHAPTER 10 (PERFORMANCE STANDARDS) TO ADD PERFORMANCE STANDARDS FOR UTILITY STRUCTURES; AND CHAPTER 14 (ACCESSORY STRUCTURES) TO UPDATE REGULATIONS ON ACCESSORY STRUCTURES AND BUILDINGS.

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

Section 1. Amendment. Title 9: Zoning, Chapter 1, Section 8 (Entitlements) is hereby amended to place in numerical order the following subsection in bold italic lettering and renumber the remaining sections:

1. *Structures Not Requiring a Permit:*

A building located in any single family residential district which is less than 120 square feet in area and not placed on a permanent foundation does not require a permit. Structures not requiring a permit also include dog houses, dog runs/pens, play houses or play equipment. Any temporary structures such as tents or canopies having an area less than 200 square feet in area or used exclusively for camping do not require a permit, although an event utilizing temporary structures may require a Temporary Use or Sound Permit. These structures must meet the same setback and height restrictions as all accessory structures.

Section 2. Amendment. Title 9 (Zoning), Chapter 2 (Zoning Rules and Definitions), Section 2 (Definitions) is hereby amended by adding the text in bold italic lettering in alphabetical order and deleting the highlighted strikethrough text:

~~**ACCESSORY USE OR STRUCTURE:** A use or structure subordinate to the principal use of a building on the lot and serving a purpose customarily incidental to the use of the principal building.~~

ACCESSORY STRUCTURE: A structure, equipment or building containing a subordinate use or serving a purpose customarily incidental to the primary use of the principal building on the lot. Accessory structures must be a permanent structure, complying will all applicable fire and building codes and do not include tents as defined herein.

ACCESSORY STRUCTURE, DETACHED: A structure or building that is an independent structure and meets or exceeds the minimum separation distance for the zoning district as noted in Chapter 7 of this Title. Detached accessory structures or buildings include but are not limited to garages, sheds, carports, equipment and trash enclosures, fences, pools and gazebos.

ACCESSORY USE: A use subordinate to or serving a purpose customarily incidental to the primary use.

BUILDING: Any structure having a roof supported by walls or by columns intended for enclosure, shelter or housing of persons, animals, or chattel. When any portion thereof is entirely separated by walls in which there is no connecting doors or windows or any similar opening, each portion so separated shall be deemed a separate building, except for townhouses and condominiums wherein two (2) or more dwelling units shall constitute a separate building. A building is any structure used or intended for sheltering any use or occupancy.

CARPORT: An accessory structure serving as a covered parking area for motor vehicles. When a carport has wall enclosures on more than two sides that keep out the elements, it ceases to be a carport and will be considered a garage and must comply with fire separation requirements based on its proximity from the primary structure.

GREENHOUSE: A building or accessory structure constructed chiefly of glass or other hard translucent material, which is devoted to the protection or cultivation of flowers or other tender plants. Greenhouses constructed of light weight translucent materials such as fabric or plastic are hoop houses and are considered seasonal in nature.

GUESTHOUSE: An accessory building used as a dwelling unit by domestic employees or for temporary use by a guest of the occupants of the premises. A guesthouse shall not be rented, occupied year round by the same guest, nor shall the owner occupy the guesthouse and rent the principal residence.

HOOP HOUSE: A building or accessory structure constructed of a framework of hoops or bows and covered by light weight translucent materials, which is devoted only to the protection or cultivation of flowers or other tender plants and are considered seasonal in nature. Hoop houses cannot be utilized for the storage of items or vehicles. Semi-opaque or opaque material cannot be utilized as a covering material.

PUBLIC UTILITY STRUCTURE: shall mean any above ground structure, except a tower, antenna or utility pole and associated appurtenances, which is placed on a site in a permanent manner to facilitate the provision of utility services to the benefit of the public.

SERVANT'S QUARTERS: A secondary residential building occupied by a domestic employee of the principal residential building and conforming to the restrictions of this title including those for accessory buildings.

TEMPORARY STRUCTURE OR BUILDING: A structure intended to be limited in duration serving a permitted use on a lot. Temporary structures do include tents as defined herein. Temporary structures approved under a permit are limited to the time period as noted in the permit.

Section 3. Amendment. Title 9 (Zoning), Chapter 5 (Agricultural/Open Space and Residential Zoning District), Section 8 (Agricultural/Open Space and Residential Use Regulations), is hereby amended by deleting the highlighted strikethrough text and adding the text in bold italic for the Table of Contents in Subsection B, deleting Table 5.5 in its entirety and renumber the remaining tables in Subsection C:

B. Table of Contents:

	Table
1. Residential uses	5.1
2. Equestrian uses	5.2

3. Agricultural uses/animal keeping	5.3
4. Recreational uses	5.4
5. Accessory structures	5.5
6.5. Other uses	5.65
7.6. Public administration	5.76

C. Use Matrices:

TABLE 5.5 ACCESSORY STRUCTURES

Land Uses	OS	RE	RS	R-1	SF-GR	SF-VI	MH	RM	RH
48- Antennas, satellite dish (noncommercial)	P	P	P	P	P	P	P	P	P
48- Antennas, satellite dish (commercial)									
Communications facilities except antenna towers, satellite dishes, etc.	P	P	P	P	P	P	P	P	P
Towers, antennas, satellite dishes, etc.	Pe	Pe							
Garages, private	P	P	P	P	P	P	P	P	P
Greenhouse, noncommercial	P	P	P	P	P	P	P	P	P
Small wind energy conversion systems	Pe	Pe	Pe	Pe	Pe	Pe			
Swimming pool/spa	P	P	P	P	P	P	P	P	P

Section 4. Amendment. Title 9 (Zoning), Chapter 10 (Performance Standards), Section 4 (Specific Use Regulations), Subsection A is hereby amended to place in numerical order the following paragraph in bold lettering:

24. Public Utility Structures: Shall be located in a private or public utility easement or street right-of-way unless they exceed one of the following criteria:

- a. Exceeds sixty four (64) square feet; or**
- b. Exceeds a height of six (6) feet above grade**

Those structures exceeding the criteria noted above may be located outside of private or public utility easements or street rights-of-way and must be set back a minimum of 35 feet from the front yard and a minimum of 20 feet from the side and rear yard. The structure shall be located to comply with the vision clearance requirements of Chapter 14 of this Title. Utility Structures can exist on a lot without an associated principal building. A lot containing only a Utility Structure does not need to meet the minimum lot size requirements for the zoning district.

Public Utility Structures exceeding 1,000 square feet need to meet the principal structure setbacks for the specific zoning district where they are located.

Section 5. Amendment. Title 9 (Zoning), Chapter 14 (Accessory Structures), Section 5 (General Provisions) is hereby amended by deleting the highlighted strikethrough text, adding the text in bold italic lettering, and adding Subsection B, including Table 14.1 in alphabetical order and reordering the remaining sections:

The following provisions shall apply to all accessory structures located in any zoning district. Specific requirements related to a particular use may be outlined elsewhere in this title. ***See Chapters 9-5 and 9-6 for allowed uses related to accessory structures and buildings.***

- A. Permits: It shall be unlawful for any person to construct, alter, or relocate any accessory structure within the city without first obtaining the appropriate permits as required by this code, ~~from the building inspection division~~ and making payment of all required permit fees.
- B. ***Types: Accessory structure and building types include, but are not limited to the structures as outlined in Table 14.1. This table applies only when the use supported by the structure, equipment or building is considered accessory to the primary use permitted on the property.***

TABLE 14.1 ACCESSORY STRUCTURE TYPES

AGRICULTURAL OR ANIMAL KEEPING	
<i>Greenhouse Hoop House (Temporary)</i>	<i>See Chapter 9-7 for setback and bulk density regulations for accessory structures</i> <i>See Section 6 of this Chapter for accessory building regulations</i>
<i>Structures or Buildings for animal keeping.</i>	<i>See Section 9-10-4 for specific use regulations related to structures housing animals</i> <i>See Section 6 of this Chapter for accessory building regulations</i>
COMMUNICATION EQUIPMENT AND STRUCTURES	
<i>All elements associated with communication towers are considered principal structures. See Section 9-10-4 for specific use and screening regulations related to communication towers. See Chapter 9-7 for setback and bulk density regulations for principal structures.</i>	
DISPLAY	
<i>Flag poles</i>	<i>See Section 15 of this Chapter</i>
<i>Scoreboards</i>	<i>See Section 9-10-4 for specific use regulations related to scoreboards</i>
ENERGY GENERATING SYSTEMS	
<i>Small Wind Energy Conversion Systems</i>	<i>See Section 13 of this Chapter</i>
<i>Solar Energy Systems – ground and building mounted</i>	<i>See Section 14 of this Chapter</i>

	<p><i>See Section 9-10-4 for specific use regulations related to screening of ground mounted solar energy systems</i></p> <p><i>See Chapter 9-7 for setback and bulk density regulations for accessory structures related to ground mounted solar energy systems</i></p>
FENCES AND WALLS	
Fences or Walls	<p><i>See Section 11 of this Chapter for fence and wall standards</i></p> <p><i>See Chapter 19 for fence and wall provisions related to landscaping and screening</i></p>
Retaining walls	<p><i>See Section 12 of this Chapter for retaining wall standards</i></p> <p><i>All retaining walls must meet the standards as outlined in the building code for structural design and fall protection</i></p>
OPERATION AND MAINTENANCE	
<p>Electrical or Mechanical Equipment and related Enclosure or Shed</p> <p><i>- Does not include equipment related to communication towers or public utilities</i></p>	<p><i>See Section 9-10-4 for specific use regulations</i></p> <p><i>See Chapter 9-7 for setback and bulk density regulations for accessory structures</i></p> <p><i>See Section 6 of this Chapter for accessory building regulations</i></p>
Maintenance Shed or Garage	<p><i>See Chapter 9-7 for setback and bulk density regulations for accessory structures</i></p> <p><i>See Section 6 of this Chapter for accessory building regulations</i></p>
Laundry (for resident use only as part of a multi-family use)	<p><i>See Chapter 9-7 for setback and bulk density regulations for accessory structures</i></p> <p><i>See Section 6 of this Chapter for accessory building regulations</i></p>
Trash Enclosures	<p><i>See Section 9-10-4 for specific use regulations related to screening of trash receptacles</i></p>

<i>Screen Fence or Wall</i>	<p><i>See Section 11, Subsection C-7 of this Chapter for provisions related to screening mechanical equipment</i></p> <p><i>See Chapter 19 for fence and wall provisions related to landscaping and screening</i></p>
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OUTDOOR USE AREAS

<i>Shelters (Bus stop, picnic)</i>	<p><i>See Section 7 of this Chapter for Bus Stop Shelter Requirements</i></p> <p><i>See Chapter 9-7 for setback and bulk density regulations for all other shelters</i></p> <p><i>See Section 6 of this Chapter for accessory building regulations</i></p>
<i>Decks</i>	<i>See Chapter 9-7 for setback and bulk density regulations for accessory structures</i>
<i>Porches</i>	<i>See Chapter 9-7 for setback and bulk density regulations for accessory structures</i>
<i>Screen rooms, Screen porches</i>	<p><i>See Chapter 9-7 for setback and bulk density regulations for accessory structures</i></p> <p><i>See Section 6 of this Chapter for accessory building regulations</i></p>
<i>Sunrooms</i>	<p><i>See Chapter 9-7 for setback and bulk density regulations for accessory structures</i></p> <p><i>See Section 6 of this Chapter for Accessory Buildings Requirements</i></p>
<i>Arbor, Trellis, Pergola or Canopy</i>	<p><i>See Chapter 9-7 for setback and bulk density regulations for accessory structures</i></p> <p><i>See Section 6 of this Chapter for accessory building regulations</i></p>

PARKING STRUCTURES

Parking structures, parking ramps and building integrated parking may be considered accessory to the primary use, however due to the large building mass of these structures they must meet the principal structure setbacks designated for the property. See Chapter 9-7 for setback and bulk density regulations for principal structures.

RECREATION

<i>Swimming pool, Spa</i>	<i>See Section 10 of this Chapter for swimming pool regulations</i>
<i>Pool house</i>	<i>See Chapter 9-7 for setback and bulk density regulations for accessory structures</i>

	<i>See Section 6 of this Chapter for accessory building regulations</i>
<i>Clubhouse or Recreation Building (for resident use only as part of a multi-family use)</i>	<i>Clubhouse or Recreation buildings may be considered accessory to the primary use, however due to the large building mass of these structures they must meet the principal building setbacks designated for the property.</i> <i>See Chapter 9-7 for setback and bulk density regulations for principal buildings.</i>
<i>Recreation courts with fence enclosures</i>	<i>See Chapter 9-7 for setback and bulk density regulations for accessory structures</i> <i>See Section 11 of this Chapter for fence standards</i>

STORAGE STRUCTURES

<i>Hoop Houses</i>	<i>Not Allowed for storage purposes</i>
<i>Motor Vehicle Storage (Garages and Carports)</i>	<i>See Chapter 9-7 for setback and bulk density regulations for accessory structures</i> <i>See Section 6 of this Chapter for accessory building regulations and specific requirements for Carports</i>
<i>Storage Buildings and Sheds</i>	<i>See Chapter 9-7 for setback and bulk density regulations for accessory structures</i> <i>See Section 6 of this Chapter for accessory building regulations</i>

TRANSACTIONAL

<i>ATM's and related canopy</i>	<i>See Section 8 of this Chapter for ATM requirements</i>
<i>Fuel Pump, Vehicle Charging Station and related canopy</i>	<i>See Section 9 of this Chapter for fuel pump canopy requirements</i> <i>See Section 9-10-4 for specific use regulations for fuel supply systems</i>
<i>Fuel canister dispensing unit</i>	<i>See Section 9-10-4 for specific use regulations for fuel supply systems</i>

Section 6. Amendment. Title 9 (Zoning), Chapter 14 (Accessory Structures), Section 6 (Garages and Other Accessory Buildings) is hereby amended by deleting the highlighted strikethrough text, adding the text in bold italic lettering and reordering the remaining sections:

9-14-6: ~~GARAGES AND OTHER~~ ACCESSORY BUILDINGS:

- A. ~~Garages and accessory~~ ***Accessory*** buildings shall be allowed only in conjunction with the principal structure, and primary use to which it relates under the same terms and conditions as the principal structure, and primary use in any zoning district unless otherwise noted in this chapter.
- B. Setbacks for ~~garages and~~ accessory buildings, in all zoning districts, which are not specifically spelled out ~~below in this chapter~~, shall meet the requirements set elsewhere in this title under setback and bulk density regulations.
 - 1. ***On corner lots unless noted otherwise, detached accessory buildings shall meet the front yard setback along each street frontage, as required for the principal structure.***
 - 2. ***On detached accessory buildings, when the exterior wall parallel to the property line exceed eight and one-half feet (8 ½') in height, including the foundation or retaining wall, or exceeds twenty four feet (24') in length, that wall shall be set back from the property line a distance equal to the total exterior wall height. This setback minimum shall not preclude other yard setback or easement requirements.***
 - 3. ***When the vehicle entrance for a garage faces a street or alley, the setback from the alley shall be a minimum of twenty feet (20').***
- C. ~~Garages and accessory~~ ***Accessory*** buildings, constructed as part of the principal building, or connected to the principal building by a breezeway or similar structure, or constructed within ten feet (10') or less of the principal structure, shall be considered ***an attached accessory building. Attached accessory buildings that include a roof (such as a covered porch, screen room, sunroom, garage and carport) will be considered part of the primary building and unless noted otherwise, must meet the primary building setbacks.*** ~~as part of the principal building for all yard setback requirements. Otherwise, the provisions for detached garages and accessory structures shall apply.~~
- D. ~~Detached garages and accessory~~ ***Accessory*** buildings in residential zoning districts may occupy up to ten percent (10%) of the total lot area in which it is located. ~~However~~ ***Except***, in RS, R-1, SF-VJ, and SF-CR zoning districts, the square footage for ~~a garage or an~~ ***an*** accessory building, or the combined square footage of all detached accessory ~~structures~~ ***buildings*** on the property, shall not exceed one thousand (1,000) square feet. ~~Open porches or similar architectural features, which reduce the size and height impact, will not be counted towards the maximum square footage.~~
- E. In RS, R-1, SF-VJ, and SF-CR zoning districts, the maximum roof peak height of detached ~~garages and~~ accessory buildings shall not exceed twenty feet (20'). The height of retaining walls or the foundation shall be included in the height measurement.
- F. In RS, R-1, SF-VJ, and SF-CR zoning districts, exterior walls of detached ~~garages and~~ accessory buildings shall not exceed twelve feet (12') in height. The wall height shall be measured from existing grade, and the height of retaining walls or the foundation shall be included in the height measurement.
- G. ~~In RE RS, R-1, SF-VJ, and SF-CR zoning districts, the side and rear yard setback for detached garages and accessory buildings shall be five feet (5'), measured from the roof overhang or any part of the structure, except when the building entrance faces an alley, the setback shall be twenty feet (20'). Existing detached garages with a side or rear yard setback of at least three feet (3'), which meet all of the other provisions of this section, may be repaired or reconstructed with the same setback requirements. However any additions must meet the current setback requirements.~~
- H. ~~On corner detached garages and accessory buildings shall meet the front yard setback along each street frontage, as required for the principal structure.~~

- I. ~~On accessory structures, when the exterior wall parallel to the property line exceed eight and one-half feet (8 1/2') in height, including the foundation or retaining wall, or exceeds twenty four feet (24') in length, that wall shall be set back from the property line a distance equal to the total exterior wall height. This setback minimum shall not preclude other yard setback or easement requirements.~~
- J. ~~In RE zoning districts, the minimum side and rear yard setback for detached garages and accessory buildings shall be twenty feet (20'). This setback minimum shall not preclude other yard setback or easement requirements. *The design of accessory buildings shall be in keeping with the character of the zoning district they are located in, with comparable architectural design, materials and details to the principal structure, including roof slope, overhangs, etc. Any metal cladding shall be prefinished and have the appearance of the materials used on the primary building. Galvanized metal is prohibited as the exterior finish material in residential zoning districts.*~~
- K. ~~Detached garages and accessory buildings shall be residential in character, with similar architectural features as the principal structure, including roof slope, overhangs, etc. The exterior surface of detached garages and accessory buildings, which are metal clad, shall be prefinished colored steel or similar. Galvanized metal is prohibited as the exterior finish material in residential zoning districts. *A carport cannot exceed one story in height and must be entirely open on two or more sides except for structural supports. There can be no enclosed use above a carport. No other items other than a motor vehicle may be kept in the carport unless those items are kept in an enclosed section of the carport and are not visible. A carport is considered an accessory structure and shall meet the requirements for accessory structures set elsewhere in this Title. Carports are not considered enclosed garage space for residential uses. The design of a carport shall be in keeping with the character of the zoning district they are located in, with comparable architectural design, materials and details to the principal structure, including roof slope, overhangs, etc. Exposed metal structure is prohibited. Any metal cladding shall be prefinished and have the appearance of the materials used on the primary building. Galvanized metal is prohibited as the exterior finish material in residential zoning districts.*~~
- L. All light fixtures mounted on, or in proximity to, garages and accessory buildings shall be *downcast or shielded and located* to eliminate glare and spillover lighting beyond the property line.
- M. Driveway and parking areas *that lead* to garages or accessory buildings, which are utilized by motorized vehicles licensed for use on public roadways, shall be concrete, asphalt, or a similar paved surface. New gravel driveways and parking areas are prohibited.
- O. Dog runs, dog pens and housing, play sheds, play structures, swing sets, and similar, shall ~~meet~~ *abide* by the ~~minimum~~ setback and height ~~requirements~~ *provisions* for accessory buildings.

Section 7. Amendment. Title 9 (Zoning), Chapter 14 (Accessory Structures), Section 10 (Swimming Pools) is hereby amended by deleting the highlighted strikethrough text, adding the text in bold italic lettering ordering the remaining section:

- A. ~~Setbacks: All swimming pools shall maintain the setbacks for accessory structures as outlined in this title. Swimming pools may be connected by a deck to the primary structure of the property as long as the pool maintains the minimum setback of a detached structure from the primary structure, and all other requirements of this title are met. *All swimming pools or spas shall maintain a minimum five foot (5') setback from the side or rear property line and meet the front yard setback as required for the specific zoning district. Setback and separation distances are measured from the pool deck edge, or if there is no pool deck, from the pool edge.*~~
- B. ~~Building Standards:~~
 - 1. ~~All swimming pools must meet the building standards for swimming pools as outlined in the building code, including all appendices related to swimming pools.~~
 - 2. ~~The minimum height of the required barrier shall be seventy two inches (72").~~
- B. ***Area Occupied: For purposes of calculating the total property or lot area occupied by accessory buildings, the total water surface area of a swimming pool shall not be included in the calculation.***

Section 8. Repealer. All ordinances or parts of ordinances in conflict with the provision of this ordinance are hereby repealed.

Section 9. 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 10. 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 11. 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 12. 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

NO CHANGE FROM PREVIOUS READING

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

Date: September 18, 2017

ITEM: Definition of Family, Amend City Code Title 9 (Zoning), Chapter 2 (Zoning Rules and Definitions) to modify the definition of family to comply with Iowa Code – City Initiated (AO-0035869-2017)

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

FINANCIAL IMPACT: Undetermined.

BACKGROUND: The City of West Des Moines requests an amendment to Title 9, Zoning, Chapter, 2 Zoning Rules and Definitions to amend the definition of Family. In April 2017 the Iowa Governor signed into law an act which included a provision 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.

Previous Council Action:

Vote: 4-0 approval, Council member Sandager absent
Date: September 5, 2017
Approval of the First Reading of the Ordinance.

OUTSTANDING ISSUES: There are no outstanding issues

RECOMMENDATION: Based upon the preceding review and a finding of consistency with the goals and policies of the Comprehensive Plan, staff recommends the City Council approve the second reading, waive the third reading and adopt the Ordinance in final form, subject to the applicant meeting all City Code requirements

Lead Planner: Kara Tragesser, AICP *KAT*

Staff Reviews:

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

PUBLICATION(S) (if applicable)

Published In	Des Moines Register
Date(s) Published	August 18, 2017
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 Ordinance

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

ORDINANCE NO.

TO AMEND TITLE 9 (ZONING), CHAPTER 2 (ZONING RULES AND DEFINITIONS) TO UPDATE DEFINITIONS RELATED TO FAMILY

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

Section 1. Amendment. Title 9 (Zoning), Chapter 2 (Zoning Rules and Definitions), Section 2 (Definitions) is hereby amended by deleting the current definition for FAMILY and replacing it in its entirety with the following definition:

FAMILY:

- A. **Definition:** Individuals who live together as a single housekeeping unit and do their cooking on the premises. The definition of "family" does not include the following:
1. More than eight (8) people who are:
 - (1) Residents of a "family home" as defined in section 414.22, 414.30 and 414.31 of the Iowa Code and this section; or
 - (2) "Handicapped" as defined in the fair housing act, 42 USC section 3602(h). This definition does not include those persons currently illegally using or addicted to a "controlled substance" as defined in the controlled substances act, 21 USC section 802(6).
 2. Any society, club, fraternity, sorority, association, lodge, combine, federation, coterie, or like organization;
 3. Substance abuse rehabilitation facility; and
 4. Any group of individuals who are in a group living arrangement as a result of criminal offenses.

Section 2. Repealer. All ordinances or parts of ordinances in conflict with the provision of this ordinance are hereby repealed.

Section 3. Savings Clause. If any section, provision, sentence, clause, phrase or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any provision, section, subsection, sentence, clause, phrase or part hereof not adjudged invalid or unconstitutional.

Section 4. Violations and Penalties. Any person who violates the provisions of this Ordinance upon conviction shall be punished as set forth in Section 1-4-1 of the City Code of the City of West Des Moines, Iowa.

Section 5. Other Remedies. In addition to the provisions set out in the Violations and Penalties Section herein, the City may proceed in law or equity against any person, firm or corporation for violation of any section or subsection of this Ordinance.

Section 6. Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

Passed by the City Council on the _____ day of _____, 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 September 18, 2017, and was published in the Des Moines Register on _____, 2017.

Ryan T. Jacobson
City Clerk

NO CHANGE FROM PREVIOUS READING

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

Date: September 18, 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

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

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, *Division D – Manufacturing* to allow SIC 3843 ‘Dental Equipment and Supplies, not to exceed 5,000 square feet and no outdoor presence of the manufacturing activity’ 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 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 the larger manufacturing category within the Standard Industrial Classification manual, SIC 38 is not permitted within the Office zoning district.

Previous Council Action:

Vote: 4-0 approval; Council member Sandager absent

Date: September 5, 2017

Motion: Approval of the First Reading of the ordinance

OUTSTANDING ISSUES: There are no outstanding issues.

RECOMMENDATION: Based upon the preceding review and a finding of consistency with the Comprehensive Plan, staff recommends the City Council approve the second reading, waive the third reading and adopt the Ordinance amendment in final form, subject to the applicant meeting all City Code requirements.

Lead Staff Member: Brian Portz **BP**

STAFF REVIEWS:

Department Director	
Appropriations/Finance	
Legal	
Agenda Acceptance	

PUBLICATION(S) (if applicable)

Published In	<i>Des Moines Register</i>	
Date(s) Published	August 18, 2017	
Letter sent to surrounding property owners		N/A

SUBCOMMITTEE REVIEW (if applicable)

Committee	Development and Planning		
Dates Reviewed	Meeting was cancelled		
Recommendation	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Split <input type="checkbox"/>

ATTACHMENTS:

Exhibit I - Proposed Ordinance

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

ORDINANCE NO.

TO AMEND TITLE 9 (ZONING), CHAPTER 6 (COMMERCIAL, OFFICE AND INDUSTRIAL ZONING DISTRICTS), SECTION 6 (COMMERCIAL, OFFICE AND INDUSTRIAL USE REGULATIONS), SUBSECTION C, TABLE 6.1 (USE MATRIX) TO REGULATE SIC 3843 – DENTAL EQUIPMENT AND SUPPLIES AS A PERMITTED USE IN AN OFFICE (OF) DISTRICT

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

Section 1. Amendment. Title 9 (Zoning), Chapter 6 (Commercial, Office and Industrial Zoning Districts), Section 6 (Commercial, Office and Industrial Use Regulations), Subsection C, Table 6.1 (Use Matrix) is hereby amended by adding the italicized and bolded text:

SIC Codes	RC	CMC	NC	CVC	SC	VJC	VJHB	WR	BP	VJLI	LI	GI	OF	PCP	OS
38 Instruments and related products								P	P	Pc	P	P			
<i>3843 Dental Equipment and Supplies, not to exceed 5,000 square feet and no outdoor presence of the manufacturing activity</i>													<i>P</i>		

Section 2. Repealer. All ordinances or parts of ordinances in conflict with the provision of this ordinance are hereby repealed.

Section 3. Savings Clause. If any section, provision, sentence, clause, phrase or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any provision, section, subsection, sentence, clause, phrase or part hereof not adjudged invalid or unconstitutional.

Section 4. Violations and Penalties. Any person who violates the provisions of this Ordinance upon conviction shall be punished as set forth in Section 1-4-1 of the City Code of the City of West Des Moines, Iowa.

Section 5. Other Remedies. In addition to the provisions set out in the Violations and Penalties Section herein, the City may proceed in law or equity against any person, firm or corporation for violation of any section or subsection of this Ordinance.

Section 6. Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

Passed by the City Council on the _____ day of _____, 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: September 18, 2017

ITEM:

Motion – Approval of Traffic Code Amendment
 Official Traffic Controls
 University Avenue and 98th Street
 Second Reading, Waive Third Reading and Adoption of Ordinance in Final Form

FINANCIAL IMPACT:

None.

SYNOPSIS:

Council action on this Traffic Code Amendment provides for the operation of traffic signals at the following intersection:

University Avenue and 98th Street

BACKGROUND:

Traffic signals are being constructed a part of the geometric improvements at the intersection. The intersection meets warrants as outlined in the Manual of Uniform Traffic Control Devices.

RECOMMENDATION:

City Council Approve:

- Motion approving Second Reading, Waive Third Reading and Adoption of Ordinance in Final Form

Lead Staff Member: Jim Dickinson, P.E. 

STAFF REVIEWS

Department Director	Bret Hodne, Public Services Director <i>KBL</i>
Appropriations/Finance	Tim Stiles, Finance Director
Legal	
Agenda Acceptance	

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Services		
Date Reviewed	August 28, 2017		
Recommendation	Yes	No	Split

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY CODE OF THE CITY OF WEST DES MOINES, IOWA, 2014, BY AMENDING PROVISION PERTAINING TO THE TRAFFIC CODE RELATING TO OFFICIAL TRAFFIC CONTROLS.

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

SECTION 1: TITLE 6 (MOTOR VEHICLE AND TRAFFIC), CHAPTER 9, SECTION 6-9-1: OFFICIAL TRAFFIC CONTROLS: is hereby amended by adding the paragraph as follows:

Adding Intersection of:

University Avenue and Ninety Eighth Street

SECTION 2. REPEALER. All Ordinances or parts of Ordinances in conflict with the provision of this Ordinance are hereby repealed.

SECTION 3. SEVERABILITY. If any section, provisions, sentence, clause, phrase or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any provision, section, subsection, sentence, clause, phrase or part hereof not adjudged invalid or unconstitutional.

SECTION 4. VIOLATION. Any person who violates the provisions of this Ordinance, upon conviction, shall be punished with a fine not to exceed \$100 plus applicable surcharge and court costs.

SECTION 5. WHEN EFFECTIVE. This Ordinance shall be in full force and effect from and after its passage, adoption, and publication as required by law.

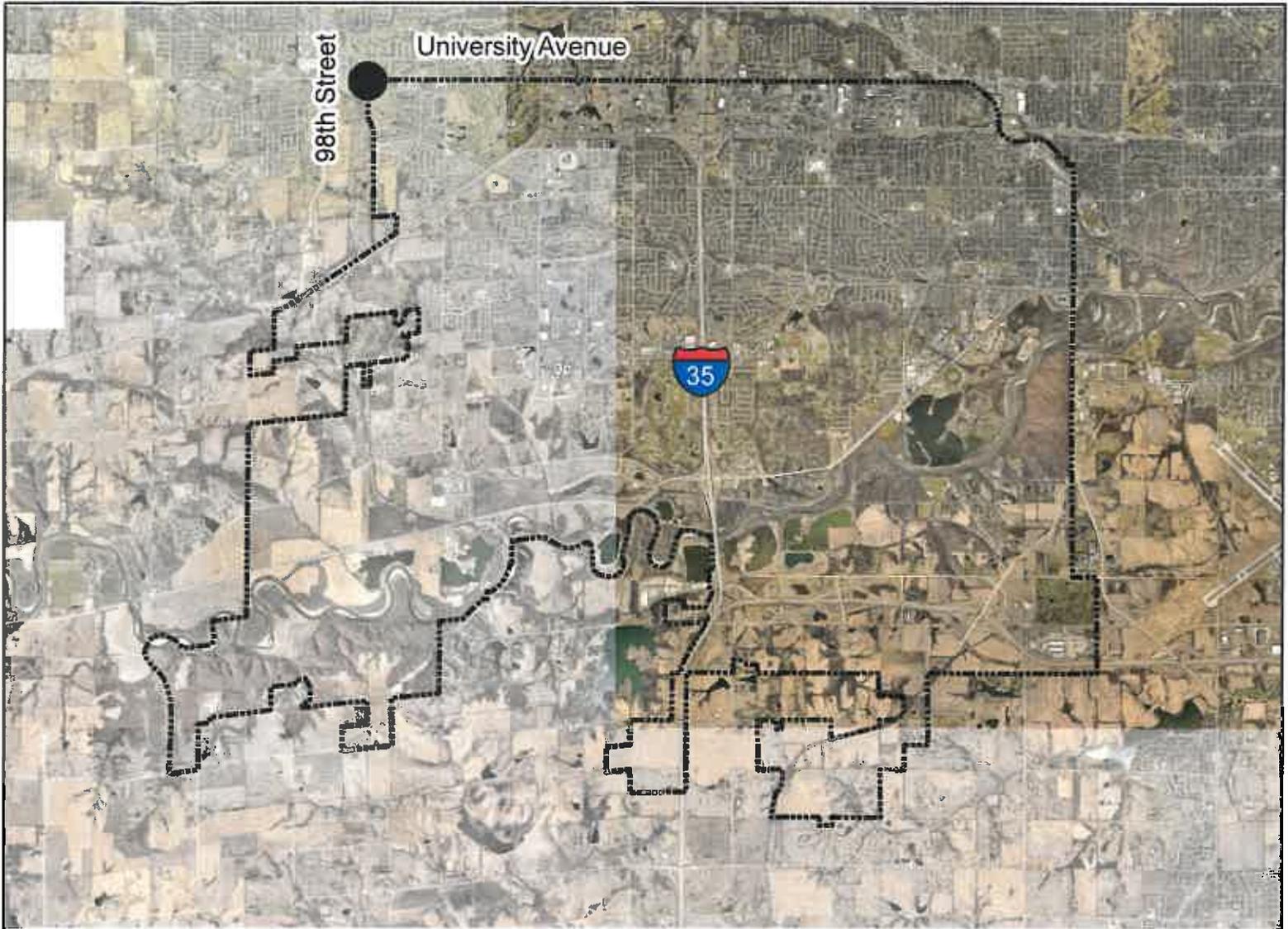
PASSED AND APPROVED this 18th day of September, 2017.

Steven K. Gaer, Mayor

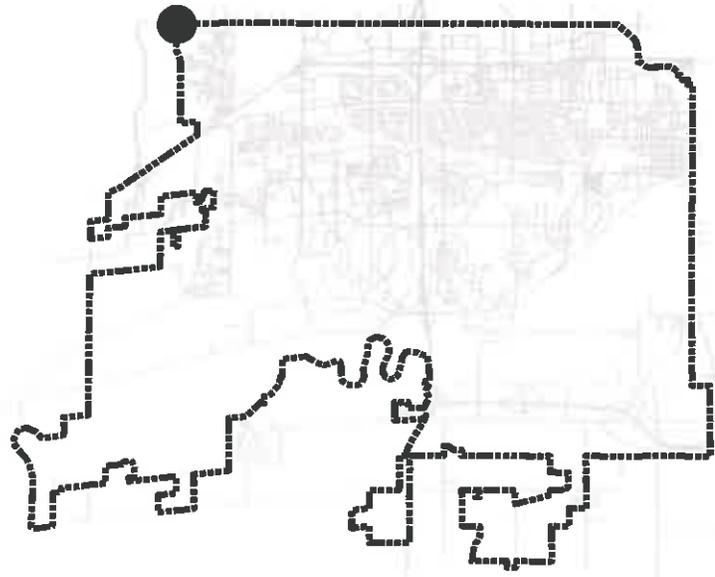
ATTEST:

Ryan T. Jacobson
City Clerk

Published in the Des Moines Register this _____ day of _____, 2017.

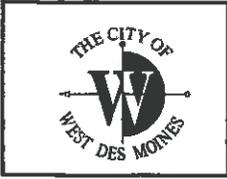


VICINITY MAP



LEGEND

PROJECT LOCATION ●



PROJECT:			
Approval of Traffic Code Amendments Official Traffic Controls			
LOCATION:			
98th Street and University Avenue			
DRAWN BY: REF	DATE: 8/31/2017	PROJECT: Traffic Code Amendment 98th Street and University Avenue	SHT. 1 of 1

NO CHANGE FROM PREVIOUS READING

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

Date: September 18, 2017

ITEM: Definition of Family, Amend City Code Title 8 (Building Regulations), Chapter 2 (Building Codes), Article A (Building Code) Section 29 (Rental Housing) to modify the definition of family to comply with Iowa Code – City Initiated (AO-003603-2017)

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

FINANCIAL IMPACT: Undetermined.

BACKGROUND: The City of West Des Moines requests an amendment to Title 8 (Building Regulations), Chapter, 2 (Building Codes), Article A (Building Code) Section 29 (Rental Housing) to amend the definition of Family. In April 2017 the Iowa Governor signed into law an act which included a provision 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.

Previous Council Action:

Vote: 4-0 approval, Council member Sandager absent
Date: September 5, 2017
Approval of the First Reading of the Ordinance.

OUTSTANDING ISSUES: There are no outstanding issues

RECOMMENDATION: Based upon the preceding review and a finding of consistency with the goals and policies of the Comprehensive Plan, staff recommends the City Council approve the second reading, waive the third reading and adopt the Ordinance in final form, subject to the applicant meeting all City Code requirements

Lead Planner: Kara Tragesser, AICP

Staff Reviews:

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

PUBLICATION(S) (if applicable)

Published In	N/A
Date(s) Published	
Letter sent to surrounding property owners	

SUBCOMMITTEE REVIEW (if applicable)

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

ATTACHMENTS:

Exhibit I Ordinance

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

ORDINANCE NO.

TO AMEND TITLE 8 (BUILDING REGULATIONS), CHAPTER 2 (BUILDING CODES), ARTICLE A (BUILDING CODE) SECTION 29 (RENTAL HOUSING) TO UPDATE DEFINITIONS RELATED TO FAMILY IN THE SINGLE FAMILY HOUSING CRITERIA

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

Section 1. Amendment. Title 8 (Building Regulations), Chapter 2 (Building Codes), Article A (Building Code) Section 29 (Rental Housing), Paragraph that is titled SINGLE FAMILY HOUSING CRITERIA is hereby amended by deleting text in highlight and strikethrough lettering and adding text in bold, italic lettering as follows:

SINGLE-FAMILY HOUSING CRITERIA: The West Des Moines zoning ordinance and official zoning map currently designate where single-family (one-family) dwelling units, two-family dwelling units, and multiple dwelling units may be located within the city. The zoning ordinance definitions are also utilized as approval criteria for determining where rental units may be located. The following zoning ordinance definitions are utilized to establish whether a dwelling unit meets current zoning and rental housing criteria:

Dwelling, Single-Family Detached: A detached building, on a building site, designed for and used exclusively for residential purposes by one family and containing one dwelling unit.

Dwelling Unit: One or more habitable rooms which are occupied, or are intended or designed to be occupied, by one family with facilities for living, sleeping, cooking and eating.

Family:

~~A. Definition: A person living alone or any of the following groups living together as a single nonprofit housekeeping unit and sharing common living, sleeping, cooking, and eating facilities:~~

- ~~1. Any number of people related by blood, marriage, adoption, guardianship or other duly authorized custodial relationship;~~
- ~~2. No more than three (3) unrelated people and any children related to any of them;~~
- ~~3. Not more than eight (8) people who are:

 - ~~a. Residents of a "family home" as defined in section 414.22 of the Iowa Code and this section; or~~
 - ~~b. "Handicapped" as defined in the fair housing act, 42 USC section 3602(h). This definition does not include those persons currently illegally using or addicted to a "controlled substance" as defined in the controlled substances act, 21 USC section 802(6).~~~~
- ~~4. The definition of a "family" does not include:

 - ~~a. Any society, club, fraternity, sorority, association, lodge, combine, federation, coterie, or like organization;~~~~

- ~~b. Any group of individuals whose association is temporary or seasonal in nature; and~~
- ~~c. Any group of individuals who are in a group living arrangement as a result of criminal offenses.~~

- A. Definition: Individuals who live together as a single housekeeping unit and do their cooking on the premises. The definition of "family" does not include the following:**
- 1. More than eight (8) people who are:**
 - (1) Residents of a "family home" as defined in section 414.22, 414.30 and 414.31 of the Iowa Code and this section; or**
 - (2) "Handicapped" as defined in the fair housing act, 42 USC section 3602(h). This definition does not include those persons currently illegally using or addicted to a "controlled substance" as defined in the controlled substances act, 21 USC section 802(6).**
 - 2. Any society, club, fraternity, sorority, association, lodge, combine, federation, coterie, or like organization;**
 - 3. Substance abuse rehabilitation facility; and**
 - 4. Any group of individuals who are in a group living arrangement as a result of criminal offenses.**

Kitchen: Any room or portion of a building used, intended or designed to be used for cooking and preparation of food, including any room having a sink and provisions for either a gas or electric stove.

In addition to the definitions, the following criteria shall be utilized to determine if the intent of the zoning requirements have been met for single-family (one-family) dwelling units: There shall not be more than one lease between the property owner and the tenant (tenants) for each single-family zoned property address. Subleases between tenants are a private issue and shall not be subject to city scrutiny, provided all other criteria have been met.

- A. There shall not be more than one kitchen for each single-family zoned property address. Exception: Additional sinks, wet bars, or kitchen areas will not be considered an additional kitchen provided walls, floors, and locking doors, as specified below, do not separate the dwelling into multiple tenant use.**
- B. There shall not be more than one electric meter, gas meter, or water meter for each single-family zoned property address.**
- C. There shall not be any walls or floor/ceiling assemblies in any single-family zoned property address, which separate the one-family dwelling into more than one unit. Determining factors shall include locked or locking interior doors, and separate entrances which make portions of the unit inaccessible to all "family" members. (Ord. 2025, 4-7-2014; amd. Ord. 2106, 7-27-2015; Ord. 2136, 1-26-2016)**

Section 2. Repealer. All ordinances or parts of ordinances in conflict with the provision of this ordinance are hereby repealed.

Section 3. Savings Clause. If any section, provision, sentence, clause, phrase or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any provision, section, subsection, sentence, clause, phrase or part hereof not adjudged invalid or unconstitutional.

Section 4. Violations and Penalties. Any person who violates the provisions of this Ordinance upon conviction shall be punished as set forth in Section 1-4-1 of the City Code of the City of West Des Moines, Iowa.

Section 5. Other Remedies. In addition to the provisions set out in the Violations and Penalties Section herein, the City may proceed in law or equity against any person, firm or corporation for violation of any section or subsection of this Ordinance.

Section 6. Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

Passed by the City Council on the _____ day of _____, 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: September 18, 2017

ITEM: Mercy Clinic, 1525 and 1535 Grand Avenue – Amend the Comprehensive Plan Land Use Map from Single Family Residential to Office and Change the Zoning Designation from Residential Single Family (RS-30) to Office (OF) – RB WDM Grand LLC – CPA-003595-2017/ZC-003594-2017

RESOLUTION: Approval of Comprehensive Plan Amendment

ORDINANCE: Approval of First Reading of Ordinance

FINANCIAL IMPACT: Undetermined.

BACKGROUND: RB WDM Grand LLC, with permission from 3209 LC and Fifteen Thirty Five LC, is seeking approval to change the land use designation (from Single Family Residential to Office) and the zoning (from Residential Single Family (RS-30) to Office (OF)) of property at 1525 and 1535 Grand Avenue in anticipation of constructing a medical clinic (see Exhibit I - Attachment A – Location Map).

Plan and Zoning Commission Action:

Vote: 5-0-approval, Commissioners Brown and Hatfield absent

Date: September 11, 2017

Motion: Adopt a resolution recommending the City Council approve the Comprehensive Plan Land Use Map Amendment, and

Motion: Adopt a resolution recommending the City Council approved the zone change as recommended.

A memorandum with a neighbor comment e-mail, generally in favor, was placed on the dais before the meeting (see Exhibit II – Memorandum).

Plan and Zoning Commission Discussion: Three individuals addressed the Commission at their September 11, 2017, public hearing regarding the proposed rezoning. The Commission accepted the comments, but did not discuss them at the public hearing. The comments were generally in favor of the rezoning with the proposed clinic, but included a requests to remove the chain link fence and replace with a privacy fence, concerns with traffic on 16th Street being increased due to the development along with the traffic already on the street due to Sacred Heart School, and concerns regarding storm water management. The citizens were also concerned with the possibility of the zoning being put in place and some other development not as palatable as the clinic being proposed on the property.

Staff explained that we had the same concern and thus a planned unit development ordinance was proposed for the property to address site development concerns. Staff also noted that a traffic study had been completed and the recommendations were geared more towards the school's operation, than traffic generated with the development of the site.

OUTSTANDING ISSUES: There are no outstanding issues. Staff noted to the Commission that staff intends to establish a Planned Unit Development ordinance on the property to define development standards, such as no more than a one story building, no service drive along the north property line, buffering requirements, etc. The Commission was supportive of the change of zoning with the intent to place a PUD on the property. The applicant also accepted the proposal of the PUD. The action for zoning now is to give assurance to the applicant that, if approved, the City is supportive of the proposed project.

The following items of interest are noted in the attached Plan and Zoning Commission report (see Exhibit I):

- Applicant's Request
- History
- City Council Subcommittee - *Development & Planning: September 5, 2017*
- Staff Review and Comment
- Comprehensive Plan Consistency

- Noticing Information
- Staff Recommendations and Conditions of Approval

RECOMMENDATION - COMPREHENSIVE PLAN LAND USE MAP AMENDMENT: Based upon the preceding review and a finding of consistency with the goals and policies of the Comprehensive Plan, the Plan and Zoning Commission recommends the City Council approve the Comprehensive Plan Land Use map amendment to change the land use designation of the property from Single Family Residential to Office for that property identified in Exhibit I, Attachment A, subject to the applicant meeting all City Code requirements.

RECOMMENDATION – REZONING REQUEST: Based upon the preceding review and a finding of consistency with the goals and policies of the Comprehensive Plan, the Plan and Zoning Commission recommends the City Council approve the Rezoning Request to change the zoning of the property from Residential Single Family (RS-30) to Office (OF) as illustrated in Exhibit III, subject to the applicant meeting all City Code requirements.

Lead Planner: Kara Tragesser, AICP *KT*

Staff Reviews:

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

PUBLICATION(S) (if applicable)

Published In	Des Moines Register Community Section
Date(s) Published	September 1, 2017
Letter sent to surrounding property owners	August 25, 2017

SUBCOMMITTEE REVIEW (if applicable)

Committee	Development & Planning		
Date Reviewed	September 5, 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 - Location Map
 - Attachment B - Plan and Zoning Commission Resolution – Comprehensive Plan Land Use Map Amendment
 - Exhibit A - Conditions of Approval (None)
 - Exhibit B - Proposed Comprehensive Plan Land Use Map Amendment
 - Attachment C - Plan and Zoning Commission Resolution – Zone Change
 - Exhibit A - Conditions of Approval
 - Exhibit B - Proposed Zoning Illustration
- Exhibit II - Memorandum
- Exhibit III - Resolution: Approval of Comprehensive Plan Land Use Map Amendment
- Exhibit IV - Ordinance for Rezoning

**CITY OF WEST DES MOINES
PLAN AND ZONING COMMISSION COMMUNICATION**

Meeting Date: September 11, 2017

Item: Mercy Clinic, 1525 and 1535 Grand Avenue – Amend the Comprehensive Plan Land Use Map from Single Family Residential to Office and Change the Zoning Designation from Residential Single Family (RS-30) to Office (OF) – RB WDM Grand LLC – CPA-003595-2017/ZC-003594-2017

Requested Action: Approval of Comprehensive Plan Amendment and Zone Change Ordinance

Case Advisor: Kara Tragesser, AICP

Applicant's Request: RB WDM Grand LLC, with permission from 3209 LC and Fifteen Thirty Five LC, is seeking approval to change the land use designation (from Single Family Residential to Office) and the zoning (from Residential Single Family (RS-30) to Office (OF) of property at 1525 and 1535 Grand Avenue in anticipation of constructing a medical clinic (see Attachment A – Location Map)..

History: The property is part of Mountain Place plat recorded May 5, 1950. These properties, Lots 4, 5, and a portion of Lot 6 of Mountain Place were zoned from R-3 Multi-family residential district to Residential Single Family (RS-30) by the City Council November 18, 1996. In July 2007 the property owner applied for a permitted conditional use permit to construct a three story senior living project (with communal dining) and was granted approval. Along with the approval of the permitted conditional use, a 15 foot parking lot setback variance from Grand Avenue was approved. The project has not been built and, currently, on the properties are two single family houses that are being rented.

City Council Subcommittee: The request for a Comprehensive Plan Amendment and zone change was reviewed by the Development and Planning City Council Subcommittee on September 5, 2017. As part of the meeting, the Subcommittee reviewed a letter from the developer summarizing neighborhood response to the development. The Subcommittee was supportive of these requests.

Staff Review and Comment: There are no outstanding issues. Staff notes that after the notice of the public hearing was published and sent to adjacent property owners, staff determine that a Planned Unit Development (PUD) on the property to mirror the current development proposal was needed. Staff believes that the PUD will provide some assurance to both the City and the neighborhood that development standards are in place to provide mitigation of other office uses which may develop in the future, either when the current proposed clinic no longer operates or the clinic development does not proceed. The PUD is anticipated to be before the Plan and Zoning Commission in October 2017.

Comprehensive Plan Consistency: The project has been reviewed for consistency with the Comprehensive Plan. Based upon that review, a finding has been made that the proposed project is consistent with the Comprehensive Plan in that the project is consistent with all of the goals and policies of the Comprehensive Plan and the land use map of the Comprehensive Plan.

Noticing Information: On September 1, 2017, notice of the September 11, 2017, Plan and Zoning Commission and of the September 18, 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 August 25, 2017.

Staff Recommendation and Conditions Of Approval – Comprehensive Plan: 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 the Comprehensive Plan Land Use map amendment to designate the property Office land use, subject to the applicant meeting all City Code requirements.

Staff Recommendations and Conditions of Approval – Zoning: 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 zoning of the parcel from Residential Single Family (RS-30) to Office (OF) to Residential High Density (RH-18), subject to the applicant meeting all City Code requirements.

Applicant: Downing Construction on behalf of RB WDM Grand LLC (a Michigan company)
2500 West 2nd Avenue
Indianola IA 50125
Ross Dix
515-961-5386
rossd@downingconstruct.com

Owners: Fifteen Thirty Five LC and 3209 LC
John McRoberts
2020 Grand Avenue Ste 900
West Des Moines IA 50265-4292

Applicant's Representatives: Monte Appelgate
Snyder & Associates
2727 SW Snyder Blvd
Ankeny IA 50023
515-964-2020
mappelgate@snyder-associates.com

Attachments:

- Attachment A - Location Map
- Attachment B - Plan and Zoning Commission Resolution – Comprehensive Plan Land Use Map Amendment
- Exhibit A - Conditions of Approval (none)
- Exhibit B - Proposed Comprehensive Plan Land Use Illustration
- Attachment C - Plan and Zoning Commission Resolution – Zone Change
- Exhibit A - Conditions of Approval (none)
- Exhibit B - Proposed Zoning Illustration

A RESOLUTION OF THE PLAN AND ZONING COMMISSION OF THE CITY OF WEST DES MOINES RECOMMENDING TO THE CITY COUNCIL THAT IT APPROVE A COMPREHENSIVE PLAN LAND USE MAP AMENDMENT TO DESIGNATE THE PROPERTY LOCATED AT 1525 AND 1535 GRAND AVENUE AS OFFICE LAND USE

WHEREAS, pursuant to the provisions of Title 9, Chapter 1 et seq, of the West Des Moines Municipal Code, the applicant, Downing Construction, has requested approval to amend a Comprehensive Plan Land Use Map Amendment (CPA-003569-2017) for property locally known as 1525 Grand Avenue and 1535 Grand Avenue and legally described as:

Legal Description

1525 Grand Avenue: Lot 5, except beginning at the SE corner thence North 197.5 feet SW 200 feet SE 182.81 feet NE 160 feet to point of beginning Lot 6 Mountain Place an official plat now in and forming a part of the City of West Des Moines, Polk County, Iowa

1535 Grand Avenue: Lot 4 Mountain Place, an official plat now in and forming a part of the City of West Des Moines, Polk County, Iowa

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

WHEREAS, on September 11, 2017, this Commission held a duly-noticed hearing to consider the application to amend the Comprehensive Plan Land Use Map;

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 Comprehensive Plan Land Use Map Amendment to change the land use designation of the property reference above to Office as illustrated on attached Attachment B are 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 September 11, 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 September 11, 2017 by the following vote:

AYES: Anderson, Costa, Crowley, Erickson, Southworth
NAYS: 0
ABSTENTIONS: 0
ABSENT: Brown, Hatfield

ATTEST:



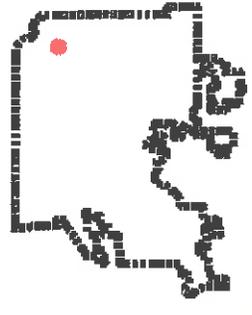
Recording Secretary

**EXHIBIT A
CONDITIONS OF APPROVAL**

None

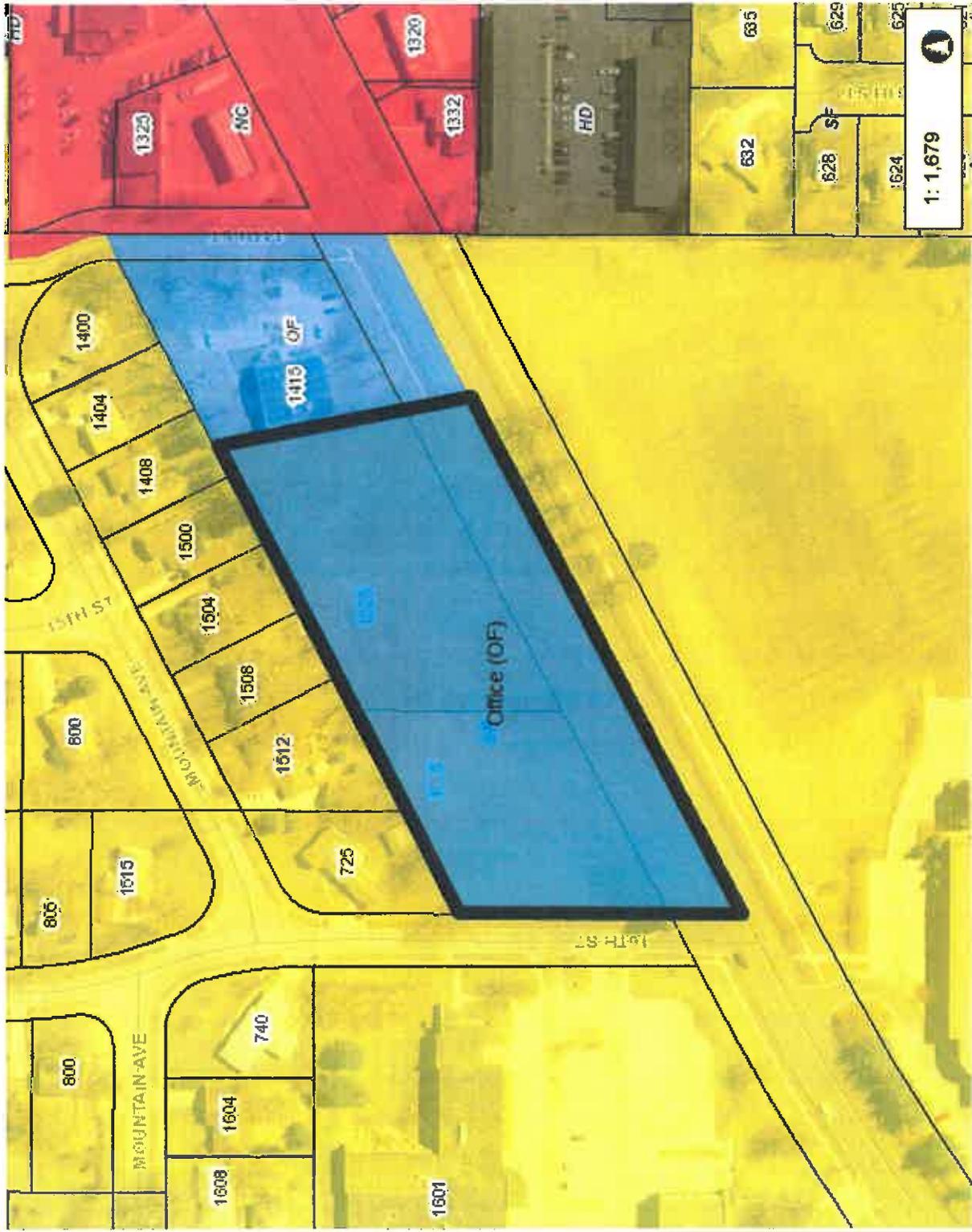


1525 and 1535 Grand Land Use Proposal



Legend

- Parcels
- Comprehensive Plan Land Use**
 - OS: Open Space
 - PG: Parks & Greenways
 - LD: Low Density Residential
 - SF: Single Family Residential
 - MD: Medium Density Residential
 - HD: High Density Residential
 - MF: Manufactured Homes
 - MU: Mixed Use
 - RC: Regional Commercial
 - TCC: Town Center Commercial
 - CMC: Community Commercial
 - SO: Support Office
 - NC: Neighborhood Commercial
 - SC: Support Commercial
 - HC: Highway Commercial
 - CVC: Convenience Commercial
 - VJ SC: Valley Junction Commercial
 - HBC: Historic Business
 - OF: Office
 - GI: General Industrial
 - LI: Light Industrial
 - BP: Business Park
 - WR: Warehouse/Retail
- Parks
- Greenways



279.9 0 139.96 279.9 Feet

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© City of West Des Moines, Iowa

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

THIS MAP IS NOT TO BE USED FOR NAVIGATION

RESOLUTION NO. PZC-17-087

A RESOLUTION OF THE PLAN AND ZONING COMMISSION OF THE CITY OF WEST DES MOINES RECOMMENDING TO THE CITY COUNCIL THAT IT APPROVE A ZONE CHANGE FROM RESIDENTIAL SINGLE FAMILY (RS-30) TO OFFICE (OF)

WHEREAS, pursuant to the provisions of Title 9, Chapter 1 et seq, of the West Des Moines Municipal Code, the applicant, Downing Construction, has requested approval of a Rezoning (ZC-003594-2017) for property locally known as 1525 Grand Avenue and 1535 Grand Avenue and legally described as:

Legal Description

1525 Grand Avenue: Lot 5, except beginning at the SE corner thence North 197.5 feet SW 200 feet SE 182.81 feet NE 160 feet to point of beginning Lot 6 Mountain Place an official plat now in and forming a part of the City of West Des Moines, Polk County, Iowa

1535 Grand Avenue: Lot 4 Mountain Place, an official plat now in and forming a part of the City of West Des Moines, Polk County, Iowa

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

WHEREAS, on September 11, 2017, this Commission held a duly-noticed hearing to consider the application to amend the Zoning Map;

NOW, THEREFORE, THE PLAN AND ZONING COMMISSION OF THE CITY OF WEST DES MOINES DOES RESOLVE AS FOLLOWS:

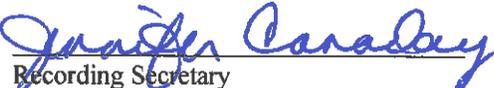
SECTION 1. The findings, for approval, in the staff report for this hearing or as amended orally at the hearing are adopted.

SECTION 2. The Zone Change to Office (OF) as illustrated on attached Attachment B are 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 September 11, 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 September 11, 2017 by the following vote:

AYES: Anderson, Costa, Crowley, Erickson, Southworth
NAYS: 0
ABSTENTIONS: 0
ABSENT: Brown, Hatfield

ATTEST:


Recording Secretary

**EXHIBIT A
CONDITIONS OF APPROVAL**

None



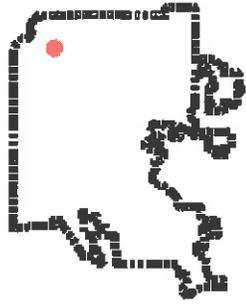
1525 and 1535 Grand Zoning Proposal



279.9 139.95 0 279.9 Feet

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

THIS MAP IS NOT TO BE USED FOR NAVIGATION



Legend

- Parcels
- Zoning Area Labels
- Town Center Overlay District
- Zoning Conditional Zones
- Zoning PUD Boundaries
- Zoning**
- Unzoned
- Open Space/Agricultural (OS)
- Residential Estate (RE)
- Residential Single-Family (RS)
- Single-Family Residential (R-1)
- Single-Family - Commerce Resider
- Single-Family - Valley Junction Res
- Manufactured Housing (MH)
- Residential Medium-Density (RM)
- Residential High-Density (RH)
- Neighborhood Commercial (NC)
- Convenience Commercial (CVC)
- Valley Junction Historic Business (VJH)
- Valley Junction Commercial (VJC)
- Community Commercial (CMC)
- Support Commercial (SC)
- Regional Commercial (RC)
- Office (OF)
- Professional Commerce Park (P)
- Warehouse Retail (WR)
- Business Park (BP)
- Valley Junction Light Industrial
- Light Industrial (LI)
- General Industrial (GI)
- PUD - Open Space

EXHIBIT B

**CITY OF WEST DES MOINES
MEMORANDUM**

TO: Chair and Members of the Plan & Zoning Commission

FROM: Kara Tragesser, AICP

DATE: September 11, 2017

RE: Item 2A Mercy Clinic

Staff received an email from an adjacent property owner commenting on the project. The email was received after the staff report was prepared. Please consider the attached copy of the email in your deliberations.

Tragesser, Kara

From: Gary Erickson <erickson319@gmail.com>
Sent: Friday, September 8, 2017 9:05 AM
To: Tragesser, Kara
Subject: Proposed Zoning Changes

Kara,

My wife and I do not have a problem with the proposed changes to the property at 1525 and 1535 Grand Ave. However, it is my understanding from the developer (who I met with in August) and our conversation on the 5th of September that the following items will be part of the project:

1. The building will be a one story medical office (Mercy Clinic) with normal business hours of approximately 8AM to 5PM Monday thru Friday and 8AM to Noon on Saturday.
2. The parking lot will be located on the west side of the building.
3. There will be a 30 foot landscaped buffer zone from our property line to the building, I think it would be important to work with the other neighbors and the developer to make a good plan for this area.

I would also like to request the removal of the existing chain link fence on the north side of the property and replace it with a wood or vinyl fence 10 feet tall.

If you have any questions, please call me at 515-223-5498. We will not be able to attend the meeting as we are out of state.

Thank You,

Gary and Rita Erickson
1500 Mountain Ave
West Des Moines, IA 50265

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

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST DES MOINES APPROVING THE COMPREHENSIVE PLAN AMENDMENT (CPA-003595-2017) TO AMEND THE COMPREHENSIVE PLAN LAND USE MAP FOR THE PURPOSE OF CHANGING THE LAND USE DESIGNATION OF PROPERTY LOCATED AT 1525 AND 1535 GRAND AVENUE FROM SINGLE FAMILY RESIDENTIAL TO OFFICE

WHEREAS, pursuant to the provisions of Title 9, Chapter 1 et seq, of the West Des Moines Municipal Code, RB WDM Grand LLC, with permission from 3209 LC and Fifteen Thirty Five LC, has requested approval for a Comprehensive Plan Amendment to amend the Comprehensive Plan Land Use Plan for the property legally described as follows:

Legal Description

1525 Grand Avenue: Lot 5, except beginning at the SE corner thence North 197.5 feet SW 200 feet SE 182.81 feet NE 160 feet to point of beginning Lot 6 Mountain Place an official plat now in and forming a part of the City of West Des Moines, Polk County, Iowa

1535 Grand Avenue: Lot 4 Mountain Place, an official plat now in and forming a part of the City of West Des Moines, Polk County, Iowa

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

WHEREAS, on September 11, 2017, the Plan and Zoning Commission did recommend the City Council approve the Comprehensive Plan Amendment;

WHEREAS, on September 18, 2017, this City Council held a duly-noticed public hearing to consider the application for Comprehensive Plan Amendment;

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

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

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

PASSED AND ADOPTED on September 18, 2017.

Steve Gaer
Mayor

I HEREBY CERTIFY that the foregoing resolution was duly adopted by the City Council of the City of West Des Moines, Iowa, at a regular meeting held on September 18, 2017, by the following vote:

ATTEST:

Ryan Jacobson
City Clerk

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

ORDINANCE NO.

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

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

SECTION 1. AMENDMENT: The Zoning Map of the City of West Des Moines, Iowa, is hereby amended by changing the zoning of property at 1525 and 1535 Grand Avenue and legally described below from Residential Single Family (RS-30) district to Office (OF) district;

Legal Description

1525 Grand Avenue: Lot 5, except beginning at the SE corner thence North 197.5 feet SW 200 feet SE 182.81 feet NE 160 feet to point of beginning Lot 6 Mountain Place an official plat now in and forming a part of the City of West Des Moines, Polk County, Iowa

1535 Grand Avenue: Lot 4 Mountain Place, an official plat now in and forming a part of the City of West Des Moines, Polk County, Iowa

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

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

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

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

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

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson
City Clerk

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

Ryan T. Jacobson
City Clerk

CITY OF WEST DES MOINES
MEMORANDUM

TO: Mayor and City Council Members

FROM: Katie Hernandez, Business Development Coordinator, Community and Economic Development

DATE: September 18, 2017

RE: Economic Development Incentives for Businessolver.com, Inc.

Staff has been working with Businessolver.com, Inc. and GuideOne Mutual Insurance Company on a development agreement for Businessolver.com, Inc.'s new corporate offices, owned by GuideOne Mutual Insurance Company. It was hoped that the agreement would be available for the Council to take action upon at this Council meeting. However, we are still working through some detail, and therefore, it is necessary to continue this item to the City Council meeting of October 2, 2017 at 5:30 p.m..

WEST DES MOINES CITY COUNCIL MEETING COMMUNICATION

DATE: September 18, 2017

- ITEM:** Public Hearing – 2017 Asphalt Trail Renovation Project:
1. Resolution – Approval of Plans and Specifications
 2. Motion – Receive and File Report of Bids
 3. Resolution – Approve Contract

FINANCIAL IMPACT: Total expense of \$122,512.00 to be paid out of the CIP funds budgeted in the 2017-18 Trail Renovation account (G/L Acct 500.000.000.5250.490, Project No. 0510 067 2017). The estimated cost of this project was \$113,014.00, and there is a total of approximately \$275,000 available in FY 17-18 for asphalt trail renovation.

BACKGROUND: The Council is asked to approve the plans and specifications for the 2017 Asphalt Trail Renovation project and to receive and file the report of bids that is attached. Two bids were received for the project, with the lowest responsible bid submitted by Grimes Asphalt and Paving of Des Moines, Iowa.

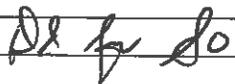
This Resolution is for repair and replacement of portions of existing asphalt trail located in the Knolls Greenway between Aspen Drive and Ashworth Road. The location is shown on the attached map. The area being addressed was identified as a higher priority following the inspection of the entire trail 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 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 2017 Asphalt Trail Renovation Project in the amount of \$122,512.00.

Lead Staff Member: David Sadler, Superintendent of Parks 

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	Des Moines Register
Dates(s) Published	September 8, 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 August 21, 2017 Plans, Specifications, Form of Contract, and Estimate of Cost were filed with the City Clerk for the following described public improvement:

2017 Asphalt Trail Renovation Project

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 18th day of September, 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:

2017 Asphalt Trail Renovation Project

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 Grimes Asphalt and Paving of Des Moines, Iowa in the amount of \$122,512.00 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 2017 Asphalt Trail Renovation Project is hereby awarded to Grimes Asphalt and Paving in the amount of \$122,512.00 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 18th day of September, 2017.

Steven K. Gaer, Mayor

ATTEST:

Ryan Jacobson, City Clerk



**City of West Des Moines
2017 Asphalt Trail Renovation Project
Project # 0510 039 2017**

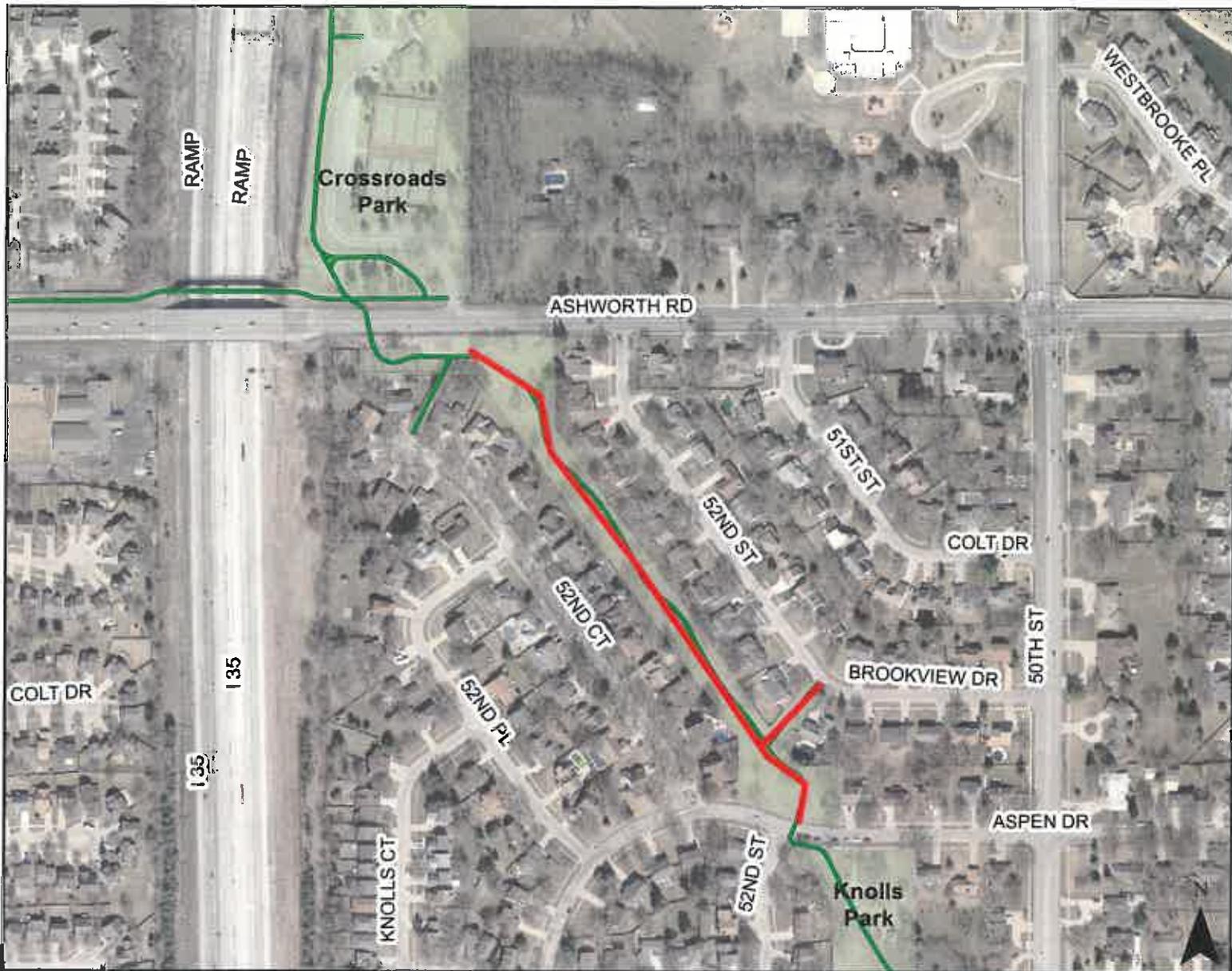
**Tabulation of Bids
Wednesday, September 13, 2017 @ 2:00 PM**

PROJECT ESTIMATE: \$113, 014.00

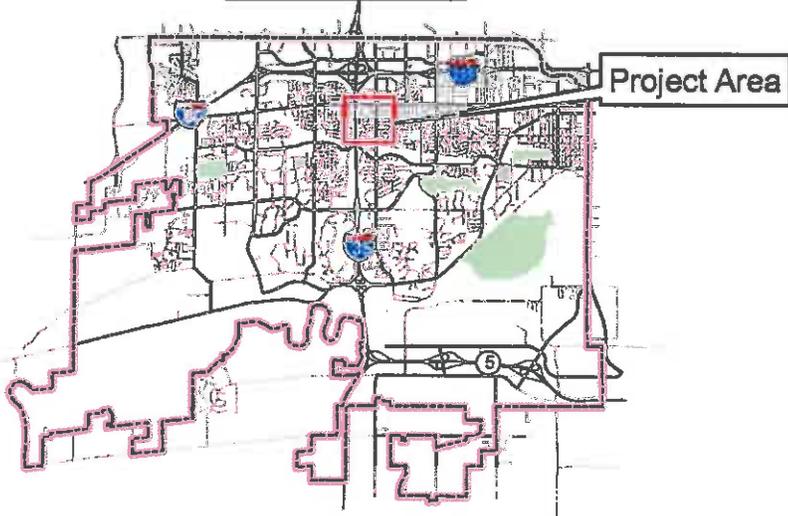
				GRIMES ASPHALT DES MOINES, IA		DES MOINES ASPHALT DES MOINES, IA	
1	GENERAL	UNIT	QTY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1.1	Mobilization	LS	1.0	\$ 10,000.00	10,000.00	\$ 22,000.00	22,000.00
1.2	Traffic Control	LS	1.0	\$ 5,000.00	5,000.00	\$ 3,520.00	3,520.00
1.3	Layout	LS	1.0	\$ 6,000.00	6,000.00	\$ 4,950.00	4,950.00
2 UTILITIES							
3 PCC PAVEMENT & RELATED ITEMS							
3.1	Pavement Removal & Disposal	SY	70.0	\$ 85.00	5,950.00	\$ 16.50	1,155.00
3.2	Sidewalk - 4" PCC	SY	15.0	\$ 304.00	4,560.00	\$ 93.50	1,402.50
3.3	Pedestrian Ramp - 6" Reinforced PCC	SY	49.0	\$ 151.00	7,399.00	\$ 181.50	8,893.50
3.4	Curb & Gutter, Remove & Replace, PCC	LF	26.0	\$ 135.00	3,510.00	\$ 110.00	2,860.00
3.5	Detectable Warning Panels (2' x 4' panels)	EA	6.0	\$ 438.00	2,628.00	\$ 825.00	4,950.00
4 HOT MIX ASPHALT (HMA) PAVING & RELATED ITEMS							
4.1	On-Site Recycling - 12" depth	SY	1564.0	\$ 5.00	7,820.00	\$ 15.50	24,242.00
4.2	Fly Ash Mix	Ton	87.0	\$ 175.00	15,225.00	\$ 130.00	11,310.00
4.3	HMA Overlay - 3"	Ton	258.0	\$ 150.00	38,700.00	\$ 150.00	38,700.00
5 SITE WORK & RESTORATION							
5.1	Site Restoration (backfill & seed)	SY	655.0	\$ 24.00	15,720.00	\$ 30.00	19,650.00
					\$122,512.00		\$143,633.00

I hereby certify that this is a true and correct tabulation of bids received on September 13, 2017 for the 2017 Asphalt Trail Renovation project in West Des Moines, Iowa.

Marco A. Alvarez, PLA License #694



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**

Date: September 18, 2017

ITEM: Quail Park Woods, S. 40th Court and Grand Avenue – Preliminary Plat for Nine Residential Estates Lots and One Street Lot – Neighborhood Builders LLC –FP-003511-2017

RESOLUTION: Approval and Release of Final Plat and Acceptance of Public Improvements

FINANCIAL IMPACT: Undetermined.

BACKGROUND: The applicant, Neighborhood Builders LLC, represented by Josh Trygstad of Civil Design Advantage, is requesting approval of a Final Plat for approximately 10 acres located at South 40th Court and Grand Avenue. The applicant proposes to subdivide the property into nine residential estate lots and one street lot.

CITY COUNCIL SUBCOMMITTEE: This item was presented to the Development and Planning City Council Subcommittee on July 24, 2017, as an informational item.

OUTSTANDING ISSUES: There are no outstanding issues.

As part of this approval, the City Council is approving and accepting the following:

- Sanitary Sewer Easement, Storm Sewer Easement, Overland Flowage Easement, and Buffer Easement
- Storm Water Facility Maintenance Agreement and Covenant
- Deed for Street Lot A
- Letter of Credit Surety in Lieu of Construction of Public Sidewalk along S. 40th Court and Quail Park Drive

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, Quail Park Woods to subdivide property into nine lots for residential estate development and one public street lot, subject to the applicant complying with all applicable City Code requirements.

Lead Staff Member: Kara V. Tragesser, AICP



STAFF REVIEWS:

Department Director	
Appropriations/Finance	JJK
Legal	JBW
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 & 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 II - Final Plat
- Exhibit II - Resolution: Approval and Release of Final Plat
- Exhibit A - Conditions of Approval



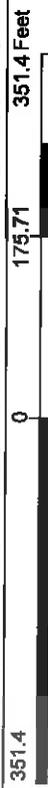
Quail Park Woods



- Legend**
- Parcels
 - Parks
 - Greenways



1: 2,109



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: K Tragesser, 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 QUAIL PARK WOODS (FP-003511-2017) FOR THE PURPOSE OF SUBDIVIDING PROPERTY INTO NINE LOTS FOR RESIDENTIAL ESTATE DEVELOPMENT AND ONE PUBLIC 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, Neighborhood Builders LLC, has requested approval for a Final Plat (FP-003511-2017) for that approximately 10 acres located at S. 40th Court and Grand Avenue to subdivide into Nine (9) residential estate lots and one public street lot property legally described as:

Legal Description

PLAT DESCRIPTION

(DEED – BOOK 14195, PAGE 895)

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 19, TOWNSHIP 78 NORTH, RANGE 25, WEST OF THE FIFTH P.M., THENCE EASTERLY ALONG THE CENTER LINE OF IOWA HIGHWAY NO. 90, 3,891.0 FEET, THENCE NORTHWEST AT RIGHT ANGLES TO THE CENTER LINE OF SAID IOWA HIGHWAY 90, 113.6 FEET TO THE POINT OF BEGINNING, THENCE CONTINUING IN A STRAIGHT LINE 548.15 FEET, THENCE SOUTHWEST PARALLEL TO AND 661.75 FEET DISTANT FROM SAID CENTER LINE OF IOWA HIGHWAY NO. 90, 803 FEET, THENCE SOUTHEAST ON A LINE WHICH IS AT RIGHT ANGLES TO NORTH LINE OF HIGHWAY 90, 544.25 FEET TO A POINT WHICH IS 117.5 FEET NORMALLY DISTANT FROM SAID CENTER LINE OF HIGHWAY 90, THENCE NORTHEAST ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID HIGHWAY 90, 225.0 FEET TO A POINT WHICH IS 120.0 FEET NORMALLY DISTANT FROM CENTER LINE OF HIGHWAY 90, THENCE NORTHEAST ALONG SAID RIGHT-OF-WAY LINE 578.0 FEET TO THE POINT OF BEGINNING, BEING A PART OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 78 NORTH, RANGE 25 WEST OF THE FIFTH P.M., AND CONTAINING 10.475 ACRES MORE OR LESS, NOW INCLUDED 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 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 Quail Park Woods 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 Quail Park Woods that was reviewed and approved by the City Council on May 1, 2017;

WHEREAS, on September 18, 2017, this City Council held a duly-noticed meeting to consider the application for Quail Park Woods Final Plat;

WHEREAS, the City Council accepts a public sanitary sewer easement, a storm sewer easement, an overland flowage easement, a buffer easement, a storm water facility maintenance easement and covenant, a deed for Street Lot A. and surety in lieu of construction of public sidewalk;

WHEREAS, The City Council approves the location of public utility easements in the front yards in order to protect existing vegetation;

WHEREAS, The City Council accepts public improvements for S. 40th Court, public storm and sanitary sewer;

WHEREAS, Quail Park Woods is zoned Quail Park Woods Planned Unit Development (Residential Estate Single Family) and meets all requirements of the City's Zoning Code;

WHEREAS, the following addresses are assigned to the lots within Quail Park Woods:

- Lot 1 = 1783 S. 40th Court
- Lot 2 = 1765 S. 40th Court
- Lot 3 = 1747 S. 40th Court
- Lot 4 = 1729 S. 40th Court
- Lot 5 = 1710 S. 40th Court
- Lot 6 = 1738 S. 40th Court
- Lot 7 = 1756 S. 40th Court
- Lot 8 = 1774 S. 40th Court
- Lot 9 = 1792 S. 40th Court

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, Quail Park Woods, 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 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 releases the Quail Park Woods 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 September 18, 2017, and Roll Call No. _____.

IN WITNESS WHEREOF, I have hereunto set my hand this 18th day of September 2017.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson
City Clerk

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 September 18, 2017, among other proceedings, Roll Call No. _____ approved said plat on September 18, 2017, and released said Final Plat for recordation.

ATTACHMENT A
Conditions of Approval

None.

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

Date: September 18, 2017

ITEM: 610 S. 51st Street Plat of Survey, 610 S. 51st Street – Create two parcels for transfer of ownership – Hy Vee Inc. – POS-003627-2017

RESOLUTION: Approval and Release of Plat-of-Survey

FINANCIAL IMPACT: Undetermined.

BACKGROUND: The applicant, Hy Vee Inc. represented by Chuck Bishop of Bishop Engineering, is requesting approval of a Plat-of-Survey to create two lots for transfer of ownership of one of the lots for future development. The property currently is undeveloped. An application for a site plan is under review for a retail center.

CITY COUNCIL SUBCOMMITTEE: This item was not presented to the Development and Planning City Council Subcommittee due to scheduling.

OUTSTANDING ISSUES: There are no outstanding issues.

COMPREHENSIVE PLAN CONSISTENCY: The project has been reviewed for consistency with the Comprehensive Plan. Based upon that review, a finding has been made that the proposed project is consistent with the Comprehensive Plan in that the project is consistent with all of the goals and policies of the Comprehensive Plan and the land use map of the Comprehensive Plan.

RECOMMENDATION: Based upon the preceding review and a finding of consistency with the goals and policies of the Comprehensive Plan, staff recommends the City Council approve the Plat-of-Survey to create two parcels for the transfer of ownership of one of the parcels, subject to the applicant complying with all applicable City Code requirements and the following:

1. A Lot Tie Agreement tying Parcel 2017-168 to Wistful Vista Plat 6 Part of Lot 2 being executed and recorded with the plat of survey.
2. Addressing remaining staff comments prior to recording the plat of survey.

Lead Staff Member: Kara V. Tragesser, AICP

Staff Reviews:

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

PUBLICATION(S) (if applicable)

Published In	n/a
Date(s) Published	n/a
Letter sent to surrounding property owners	n/a

SUBCOMMITTEE REVIEW (if applicable)

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

ATTACHMENTS:

- Exhibit I - Location Map
- Exhibit II - Plat-of-Survey
- Exhibit III - Resolution: Approval and Release of Plat-of-Survey
- Exhibit A - Conditions of Approval



610 S. 51st Street



Legend

- Parcels
- Parks
- Greenways



1:1,560

260.0 0 129.98 260.0 Feet

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

NAD_1983_StatePlane_Iowa_South_FIPS_1402_Feet

© City of West Des Moines, Iowa

THIS MAP IS NOT TO BE USED FOR NAVIGATION

610 S 51st STREET
WEST DES MOINES, IA 50265
PLAT OF SURVEY

REFERENCE NUMBER:

DRAWN BY:
JMD

PROJECT
14

SHEET NO
101

Bishop Engineering
Training 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

CURVE TABLE

CURVE	LENGTH	RADIUS	CHORD	BEARING	DELTA
C1	12.95	524.62	12.95	N44°45'12"W	1°24'51"
C2	84.62	700.36	84.57	N42°01'08"W	6°55'20"
C3	33.65	700.36	33.65	N37°08'00"W	2°46'11"
C4	182.98	700.36	182.46	N28°16'21"W	14°56'08"
C5	37.81	25.00	34.16	S62°51'08"E	86°12'13"

S 50TH STREET

R=25.00' A=90°01'32"
L=39.28' M CH=35.36' M
S45°03'24"W
(N45°27'46"W 35.36')

LEGEND:

- PROPERTY CORNER - FOUND AS NOTED
- PROPERTY CORNER - PLACED 3/4" IRON PIPE WITH YELLOW PLASTIC CAP ID # 14775 OR AS NOTED
- ⊕ SECTION CORNER - FOUND AS NOTED
- M MEASURED DISTANCE
- () PREVIOUSLY RECORDED
- ROW RIGHT OF WAY
- POC POINT OF COMMENCEMENT
- POB POINT OF BEGINNING
- YPC YELLOW PLASTIC CAP
- BSL BUILDING SET BACK LINE

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.

PRELIMINARY

SIGNED: LARRY D. HYLER, P.L.S. 14775 DATE: _____

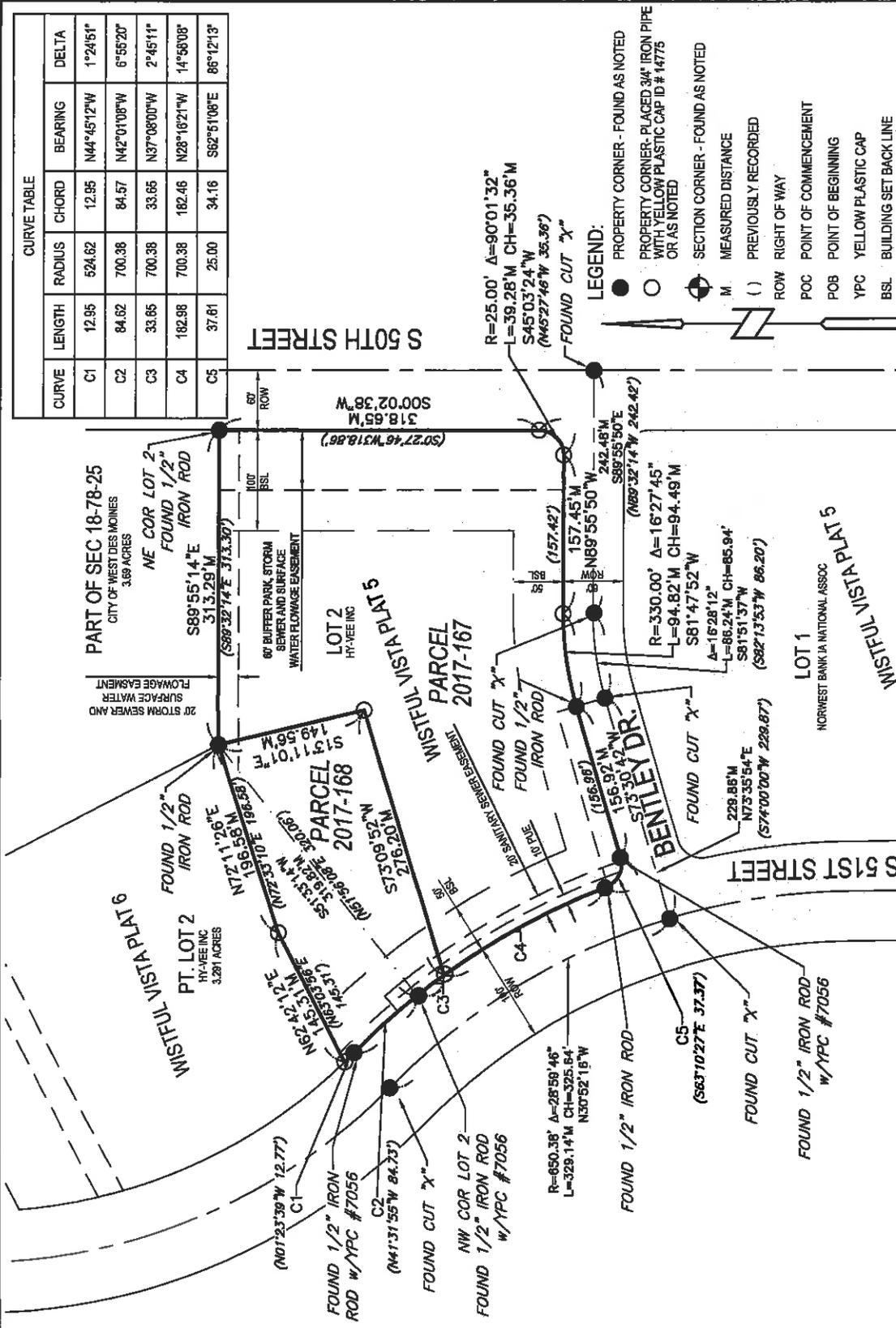
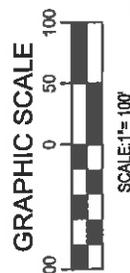
LICENSE RENEWAL DATE: DEC. 31, 2018
PAGES OR SHEETS COVERED BY THIS SEAL: 1 OF 2 & 2 OF 2



NOTE:

- SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE OPINION. EASEMENTS MAY EXIST THAT ARE NOT SHOWN.
- BASIS OF BEARING OBTAINED FROM GPS OBSERVATIONS. DATUM = NAD 83, IOWA SOUTH.

FIELD WORK COMPLETED ON: 05-02-2017



Bishop Engineering
 "Making Your Successful Development"

3501 104th Street
 Des Moines, Iowa 50322-3825
 Phone: (515) 276-0467 Fax: (515) 276-0217
 Civil Engineering & Land Surveying
 Established 1999



PLAT OF SURVEY

**610 S 51st STREET
 WEST DES MOINES, IA 50265**

REFERENCE NUMBER:	
DRAWN BY:	TH
PROJECT NUMBER:	140381
SHEET NUMBER:	2 OF 2

INDEX LEGEND

BRIEF DESCRIPTION:
 PART OF LOT 2 WISTFUL VISTA PLAT 2,
 AND
 PART OF LOT 2 WISTFUL VISTA PLAT 6
 WEST DES MOINES, POLK COUNTY, IOWA

OWNER:
 HY-VEE INC.

PREPARED FOR:
 Khurram Mian
 Mian Group of Companies
 2825 E. 13th Street
 Ames, Iowa 50010

PREPARED BY:
 LARRY HYLER
 BISHOP ENGINEERING
 3501 104TH ST
 URBANDALE, IA 50322

PROPERTY DESCRIPTION:

PARCEL 2017-168
 PARCEL A OF LOT 2 WISTFUL VISTA PLAT 6, AN OFFICIAL
 PLAT, AS SHOWN ON THE PLAT OF SURVEY RECORDED IN
 BOOK 11009 AT PAGE 934, AND AN IRREGULAR SHAPED
 PORTION OF LOT 2, WISTFUL VISTA PLAT 5, AN OFFICIAL
 PLAT, ALL IN WEST DES MOINES, POLK COUNTY, IOWA,
 ALL MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 BEGINNING AT THE NORTHWEST CORNER OF LOT 2 OF
 SAID WISTFUL VISTA PLAT 5; THENCE NORTHWESTERLY
 ALONG THE WEST LINE OF LOT 2 OF SAID WISTFUL VISTA
 PLAT 6 AND ALONG A 700.38 FOOT RADIUS CURVE
 CONCAVE SOUTHWESTERLY, A DISTANCE OF 84.62 FEET,
 SAID CURVE HAVING A CHORD BEARING OF N42°01'08"W
 AND A CHORD LENGTH OF 84.57 FEET; THENCE
 NORTHWESTERLY ALONG THE WEST LINE OF LOT 2 OF
 SAID WISTFUL VISTA PLAT 6 AND ALONG A 524.62 FOOT
 RADIUS CURVE CONCAVE NORTHEASTERLY, A DISTANCE
 OF 12.95 FEET, SAID CURVE HAVING A CHORD BEARING
 OF N44°45'12"W AND A CHORD LENGTH OF 12.95 FEET;
 THENCE N62°42'12"E, A DISTANCE OF 145.31 FEET;
 THENCE N72°11'26"E, A DISTANCE OF 196.58 FEET;
 THENCE S13°11'01"E, A DISTANCE OF 148.58 FEET;
 THENCE S73°09'52"W, A DISTANCE OF 276.20 FEET TO
 THE WEST LINE OF LOT 2 OF SAID WISTFUL VISTA PLAT 5;
 THENCE NORTHWESTERLY ALONG THE WEST LINE OF
 LOT 2 OF SAID WISTFUL VISTA PLAT 5 AND ALONG A
 700.38 FOOT RADIUS CURVE CONCAVE
 SOUTHWESTERLY, A DISTANCE OF 33.65 FEET TO THE
 POINT OF BEGINNING, SAID CURVE HAVING A CHORD
 BEARING OF N37°08'00"W AND A CHORD LENGTH OF 33.65
 FEET.
 SAID TRACT OF LAND BEING SUBJECT TO AND
 TOGETHER WITH ANY AND ALL EASEMENTS OF RECORD.
 SAID TRACT OF LAND CONTAINS 1.00 ACRES.

PROPERTY DESCRIPTION:

PARCEL 2017-167
 AN IRREGULAR SHAPED PORTION OF LOT 2, WISTFUL
 VISTA PLAT 5, AN OFFICIAL PLAT, WEST DES MOINES,
 POLK COUNTY, IOWA, ALL MORE PARTICULARLY
 DESCRIBED AS FOLLOWS: BEGINNING AT THE
 NORTHEAST CORNER OF SAID LOT 2; THENCE
 S00°02'38"W ASSUMED BEARING ALONG THE EAST LINE
 OF SAID LOT 2, A DISTANCE OF 318.66 FEET; THENCE
 SOUTHWESTERLY ALONG THE SOUTHERLY LINE OF SAID
 LOT 2 AND ALONG A 25.00 FOOT RADIUS CURVE
 CONCAVE NORTHWESTERLY, A DISTANCE OF 38.28 FEET,
 SAID CURVE HAVING A CHORD BEARING OF S45°03'24"W
 AND A CHORD LENGTH OF 35.36 FEET; THENCE
 N89°55'50"W ALONG THE SOUTH LINE OF SAID LOT 2, A
 DISTANCE OF 157.45 FEET; THENCE SOUTHWESTERLY
 ALONG THE SOUTH LINE OF SAID LOT 2 AND ALONG A
 330.00 FOOT RADIUS CURVE CONCAVE SOUTHERLY, A
 DISTANCE OF 94.82 FEET, SAID CURVE HAVING A CHORD
 BEARING OF S81°47'52"W AND A CHORD LENGTH OF 94.48
 FEET; THENCE S73°30'42"W ALONG THE SOUTH LINE OF
 SAID LOT 2, A DISTANCE OF 156.92 FEET; THENCE
 NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF
 SAID LOT 2 AND ALONG A 25.00 FOOT RADIUS CURVE
 CONCAVE NORTHEASTERLY, A DISTANCE OF 37.61 FEET,
 SAID CURVE HAVING A CHORD BEARING OF N62°51'08"W
 AND A CHORD LENGTH OF 34.18 FEET; THENCE
 NORTHWESTERLY ALONG THE WESTERLY LINE OF SAID
 LOT 2 AND ALONG A 700.38 FOOT RADIUS CURVE
 CONCAVE SOUTHWESTERLY, A DISTANCE OF 182.98
 FEET, SAID CURVE HAVING A CHORD BEARING OF
 N28°16'21"W AND A CHORD LENGTH OF 182.46 FEET;
 THENCE N73°09'52"E, A DISTANCE OF 276.20 FEET;
 THENCE N13°11'01"W, A DISTANCE OF 148.58 FEET TO A
 BEND POINT IN THE NORTH LINE OF SAID LOT 2; THENCE
 S89°55'14"E ALONG THE NORTH LINE OF SAID LOT 2, A
 DISTANCE OF 313.28 FEET TO THE POINT OF BEGINNING.
 SAID TRACT OF LAND BEING SUBJECT TO AND
 TOGETHER WITH ANY AND ALL EASEMENTS OF RECORD.
 SAID TRACT OF LAND CONTAINS 3.28 ACRES.

Prepared by: K Tragesser 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 610 S. 51ST STREET PLAT-OF-SURVEY (POS-003627-2017) FOR THE PURPOSE OF CREATING TWO PARCELS FOR TRANSFER OF OWNERSHIP

WHEREAS, pursuant to the provisions of Title 10, Subdivision Regulations and Title 9, Zoning Chapter 1 et seq, of the West Des Moines Municipal Code, the applicant, Hy Vee Inc., has requested approval for a Plat-of-Survey for property located at 610 S. 51st Street to create one parcel for transfer of ownership;

Legal Description

Lot 2, Wistful Vista Plat 5 and Parcel A Wistful Vista Plat 6, an official plat now in and forming a part of the City of West Des Moines, Polk County, Iowa

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

WHEREAS, on September 18, 2017, this City Council held a duly-noticed meeting to consider the application for Plat-of-Survey and;

WHEREAS, the West Des Moines City Council adopted a resolution which approved and released for recording the Plat-of-Survey at their meeting on September 18, 2017, subject to any conditions of approval, and;

WHEREAS, there are no public improvements required of this plat, and;

WHEREAS, there are no public easements being established with this plat;

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 September 18, 2017, or as amended orally at the City Council meeting of September 18, 2017, are adopted.

SECTION 2. Plat-of-Survey, (POS-003627-2017) is approved, subject to compliance with all the conditions in the staff report, dated September 18, 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 Plat-of-Survey (POS-003627-2017) for recordation. The City Council of West Des Moines directs the City Clerk to release said Plat-of-Survey for recordation in accordance with said City Council approval of the Plat-of-Survey on September 18, 2017 and Roll Call No. _____.

C E R T I F I C A T E

I, Ryan T. Jacobson, City Clerk for said City, hereby certify that at a meeting of the City Council of said City of West Des Moines, held on September 18, 2017, among other proceedings, Roll Call No. _____ approved said Plat-of-Survey on September 18, 2017, and released said Plat-of-Survey for recordation.

Ryan T. Jacobson
City Clerk

IN WITNESS WHEREOF, I have hereunto set my hand this 18th day of September 2017.

Steven K. Gaer
Mayor

ATTEST:

Ryan T. Jacobson
City Clerk

**EXHIBIT A:
CONDITIONS OF APPROVAL**

1. A Lot Tie Agreement tying Parcel 2017-168 to Wistful Vista Plat 6 Part of Lot 2 being executed and recorded with the plat of survey.
2. Addressing remaining staff comments prior to recording the plat of survey.

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

ITEM:

DATE: September 18, 2017

Continued from September 5, 2017 City Council meeting - First reading of proposed ordinance to amend Title 5, "Police", Chapter 2, "Criminal Code", Section 14, "Fireworks" of the Municipal Code to prohibit and provide penalty for the use of fireworks in the city of West Des Moines

FINANCIAL IMPACT: Undetermined at this time.

BACKGROUND: On May 30, 2017 the City Council approved an ordinance allowing the use of consumer fireworks in the city of West Des Moines between 4 p.m. and 10 p.m. on the 4th of July, but prohibited use of consumer fireworks at any other time. The ordinance also imposed a minimum fine of \$625 upon conviction for the illegal use of fireworks. Following the 4th of July holiday several citizens expressed concern and opposition to allowing the use of fireworks at any time in the city.

The attached ordinance amends the original ordinance by prohibiting the use of fireworks in the city, and imposes a fine of \$250 upon conviction for the illegal use of fireworks. The ordinance does not affect the requirement that the sale of fireworks in the city occur in industrial zoned areas.

On May 30, 2017 the City Council also approved an ordinance requiring wholesale and retail sellers of fireworks in the city to obtain a Consumer Fireworks Retail Sales Permit. Subsequent to approval of the ordinance a federal district court preliminarily enjoined four Des Moines metro area cities from requiring similar retail sales permits, holding that such a requirement would likely be held unlawful after trial on the merits. Given this ruling, an amendment deleting from city code the requirement that a retail sales permit be obtained by sellers will be presented to the City Council for consideration in the near future.

OUTSTANDING ISSUES (if any): None

RECOMMENDATION: Approval of the first reading of the ordinance amending Title 5, "Police", Chapter 2, "Criminal Code", Section 14, "Fireworks."

Lead Staff Member: Richard J. Scieszinski

STAFF REVIEWS

Department Director	Richard J. Scieszinski, City Attorney
Appropriations/Finance	
Legal	
Agenda Acceptance	

SUBCOMMITTEE REVIEW (if applicable)

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

Committee	Public Safety
Date Reviewed	August 4, 2017
Recommendation	Yes

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY CODE OF THE CITY OF WEST DES MOINES, IOWA, 2014, TITLE 5, "POLICE", CHAPTER 2, "CRIMINAL CODE", SECTION 14, "FIREWORKS" AS FOLLOWS:

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

SECTION 1: Title 5, Chapter 2, Section 14, is hereby amended by deleting ~~strike through~~ text and adding underline text.

5-2-14: FIREWORKS:

Consumer Fireworks. Pursuant to ~~As authorized by~~ Iowa Code section 364.2(6) (2017), it shall be a simple misdemeanor punishable by a fine of ~~not less than six~~ two hundred ~~and twenty five~~ fifty dollars for any person to use or explode consumer fireworks as defined in Iowa Code section 727.2 within the corporate limits of the City, ~~on any day other than July 4 between the hours of 4 p.m. and 10 p.m.~~

Display Fireworks. Unless approved upon written application to the City, a person, firm, partnership or corporation who uses or explodes display fireworks as defined in Iowa Code section 727.2 within the corporate limits of the City commits a simple misdemeanor punishable by a fine of ~~not less than~~ two hundred fifty dollars.

SECTION 2. REPEALER. All ordinances or parts of ordinances in conflict with the provision of this ordinance are hereby repealed.

SECTION 3. SAVINGS CLAUSE. If any section, provision, sentence, clause, phrase, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any provision, section, subsection, sentence, clause, phrase, or part hereof not adjudged invalid or unconstitutional.

SECTION 4. EFFECTIVE DATE. This ordinance shall be in full force and effect from and after its passage, adoption, and publication as required by law.

PASSED AND APPROVED this _____ day of _____, 2017.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

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

DATE: September 18, 2017

ITEM: Ordinance – Approval of the first reading of an ordinance to amend Special Restricted No Parking Areas by allowing parking during school days on Western Hills Drive between 39th St and 40th St.

FINANCIAL IMPACT: Expense of removing signs

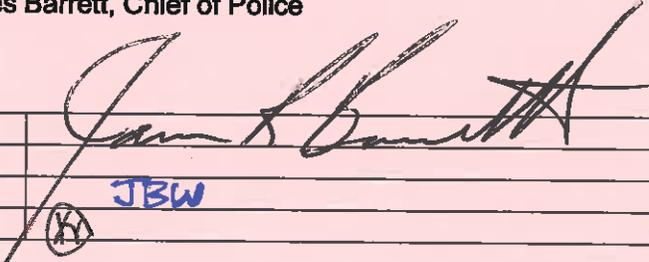
BACKGROUND: This action amends the City traffic code regarding Special Restricted No Parking Areas by allowing parking on Western Hills Drive in the 3900 block between 39th St and 40th St. on school days, (August 15-June 15) between 8:00 a.m. to 4:00 p.m., Monday – Friday.

OUTSTANDING ISSUES (if any): The request for the amendment comes from the residents in the affected area. A petition to de-certify the area was approved by 100 percent of the residents in the segment involved in their request to reinstate parking during school days (see attached petition).

RECOMMENDATION: Approve the first reading of the ordinance.

Lead Staff Member: James Barrett, Chief of Police

STAFF REVIEWS

Department Director	
Appropriations/Finance	
Legal	
Agenda Acceptance	

JBW

(X)

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	

ORDINANCE NO.

AN ORDINANCE AMENDING THE CITY CODE OF THE CITY OF WEST DES MOINES, IOWA, 2014, BY AMENDING PROVISION PERTAINING TO THE TRAFFIC CODE RELATING TO OFFICIAL TRAFFIC CONTROLS.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA.

SECTION 1: TITLE 6 (MOTOR VEHICLES AND TRAFFIC), CHAPTER 9, SECTION 6-9-5-4: SPECIAL RESTRICTED NO PARKING AREAS: is hereby amended by the following changes:

Delete:

<u>Street</u>	<u>Side</u>	<u>From</u>	<u>To</u>
Western Hills Drive	South	Thirty Ninth Street	Fortieth Street

SECTION 2. REPEALER. All Ordinances or parts of Ordinances in conflict with the provision of this Ordinance are hereby repealed.

SECTION 3. SEVERABILITY. If any section, provisions, sentence, clause, phrase or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any provision, section, subsection, sentence, clause, phrase or part hereof not adjudged invalid or unconstitutional.

SECTION 4. VIOLATION. Any person who violates the provisions of this Ordinance, upon conviction, shall be punished with a fine not to exceed \$100.00 plus applicable surcharge and court costs.

SECTION 5. WHEN EFFECTIVE. This Ordinance shall be in full force and effect from and after its passage, adoption, and publication as required by law.

PASSED AND APPROVED this ____ day of _____, 2017.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson
City Clerk

Published in the Des Moines Register this ____ day of _____, 2017

RECEIVED

JUL 14 2017

PETITION

DE-CERTIFYING THE "NO SCHOOL PARKING" BAN NEIGHBORHOOD

CITY OF W.D.M.
FINANCE DEPT

We the undersigned agree and hereby consent to ~~de-certifying~~ the "No School Parking" ban which was established in our neighborhood prior to March 2002. The original petition was created to promote public safety and insure the orderly flow of traffic within our neighborhood.

Over the last few years, Valley High School has made an enormous amount of improvements to their facility, to include increased parking for students and staff. These improvements have provided adequate parking upon the school grounds for students and a reduction in their needs for on-street parking within the area neighborhoods.

The residents within our neighborhood wish to re-established normal on-street parking regulations which allow for parking between the hours of 8:00 A.M. to 4:00 P.M. Monday through Friday the entire year.

The boundaries of our petition include:

- 3900 block of Western Hills Drive, between 39th and 40th St. which encompasses 3 homes with addresses between 3901 – 3923.

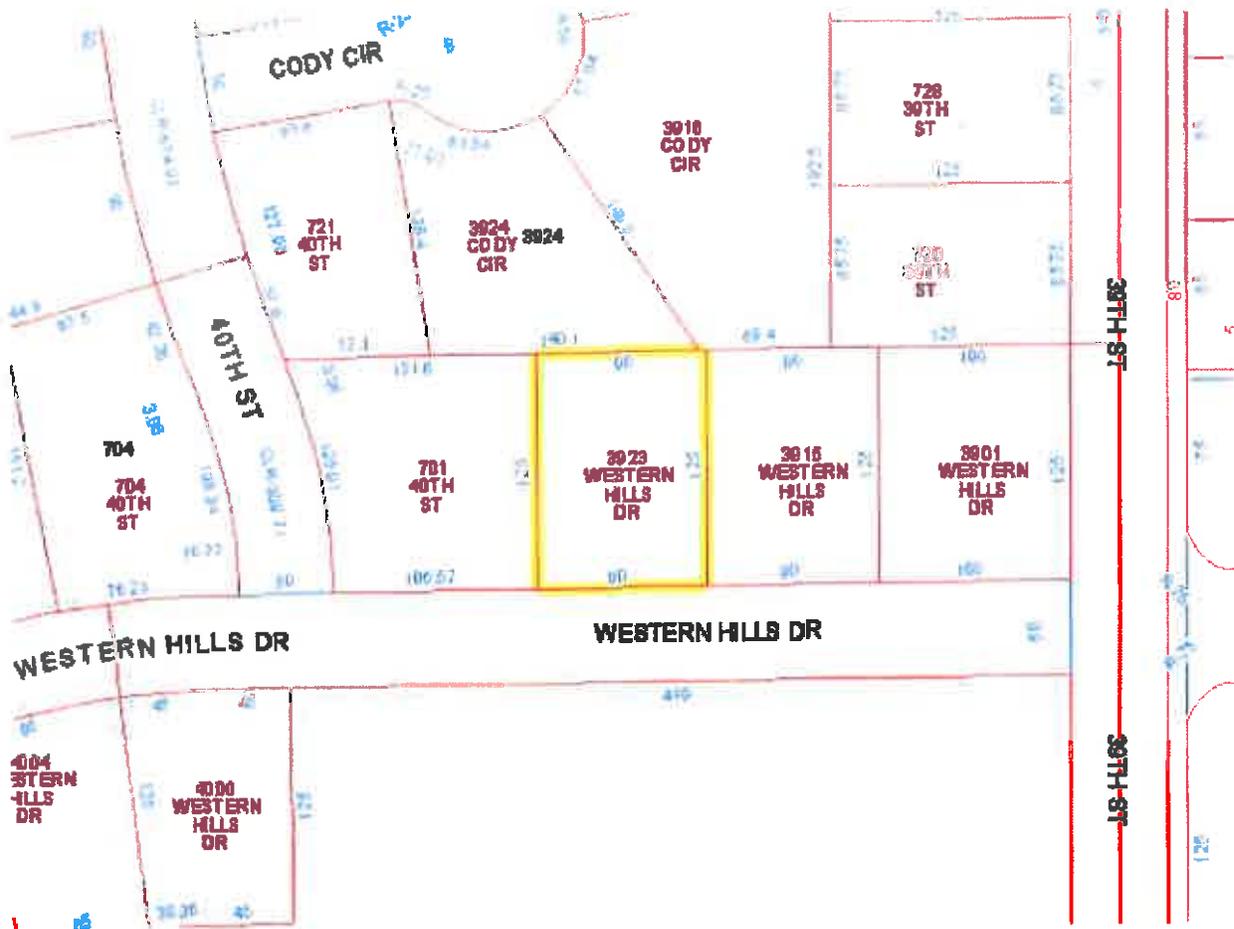
This petition to de-certify is in accordance with School Related Neighborhood Parking Issues as established by the City of West Des Moines and revised August 29, 2000.

Attached is the petition for signatures by the neighborhood residents reflecting those who wish to de-certify the "no school parking" ban and those who choose to the leave the parking regulations as they currently stand!

If you have any questions, please contact me at the below information.

Sincerely,

Heather Mills
Neighborhood Contact
3923 Western Hills Drive
West Des Moines, IA 50265
515-229-9672





School Related Neighborhood Parking Issues

For the purpose of establishing a "No School Parking" area, a Neighborhood shall at a minimum be defined as any of the following:

- a cul-de-sac comprised of five or more residences;
- a continuous section of a street which does not change its name sequential numbering and runs from one cross street to another cross street or to an existing "No School Parking" area. Residences located upon a curve or 90 degree turn in which the street name changes, shall be included in a neighborhood identified by its street name;
- any contiguous two block (as set by addressed hundred blocks) section of an uninterrupted continuous street;
- any street which is less than two blocks in length and any connected cul-de-sacs;

If two or more of the above stipulations apply, the area that includes the greater number of dwellings will be applicable as the defined neighborhood.

Process to create a "No School Parking" ban in a neighborhood near one of the high schools in West Des Moines:

- A representative of the neighborhood shall identify and define the boundaries of the affected neighborhood as explained above;
- A volunteer of the neighborhood shall then obtain approval from greater than 60% of the dwellings for the parking ban within the identified area via signatures upon a petition which clearly define the goal of the requested ban and the related outcomes of the parking ban, and identifies each signator by name and address;
- Present the petition to the City Clerk's Office, 4200 Mills Civic Parkway, West Des Moines, IA 50265 for filing and transmittal to the appropriate City offices;
- The Police Department will confirm the correctness of the boundaries of the requesting neighborhood and verify that the process has been followed with greater than a 60% majority of the defined neighborhood requesting the parking ban. The Police Department may request that a neighborhood meeting be held to discuss the potential effects caused by the ordinance change.
- The summary request, the petition, and related information shall be forwarded to the Public Works Department for input;
- If the request is denied by City Staff, a letter shall be sent to the authorized neighborhood representative, which shall state the reasons for the denial and advise of a potential for review of this decision by the City Council Public Safety Committee.
- The police department shall submit a recommendation to the City Council and take all necessary steps to amend the ordinance for the affected area.

Process to de-certify a "School Parking" ban in a neighborhood

- A representative of the neighborhood shall identify the affected area and author a petition to the residents. The petition will define the goal of the requested de-certification and be approved by greater than 60 % of the dwellings within the identified area via signatures upon a petition which identifies each signator by name and address;
- Present the petition to the City Clerk's Office, 4200 Mills Civic Parkway, West Des Moines, IA 50265 for filing and transmittal to the appropriate City offices;
- The Police Department will verify the boundaries of the requesting neighborhood and that this process has been followed with greater than a 60% majority of the defined neighborhood requesting the de-certification of the parking ban. Prior to the staff making recommendation regarding de-certification of a special school zone, the Police Department may request that a neighborhood meeting be held to discuss the potential effects caused by the ordinance change.
- The summary request, the petition, and related information shall be forwarded to the Public Works Department for input;
- If the request is denied by City Staff, a letter shall be sent to the authorized neighborhood representative, which shall state the reasons for the denial and advise of a potential for review of this decision by the City Council Public Safety Committee.
- The police department shall submit a recommendation to the City Council and take all necessary steps to amend the ordinance for the affected area.

Questions regarding the above process can be directed to the
West Des Moines Police Departments, Community Response Unit at 222-3333.

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

DATE: September 18, 2017

ITEM: Comprehensive Plan and Zoning Amendment Referral, Amend City Code Title 2 (Boards and Commission), Chapter 1 (Planning and Zoning Commission), Section 5 (Powers and Duties), and Title 9 (Zoning), Chapter 1 (Entitlements – Process and Procedures), Section 14 (Amendments) to modify the requirements for referral of Comprehensive Plan and Zoning Amendments – 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 2, Board and Commissions, Chapter 1 Planning and Zoning Commission, and Title 9, Zoning, Chapter 1 Entitlements – Process and Procedures to amend the requirement for referral of Comprehensive Plan and Zoning Amendments. The current City Code requires that Comprehensive Plan and Zoning Amendments must first be referred by the City Council to the Plan and Zoning Commission for recommendation. Staff believes this is an unnecessary step in the process and could save time within the development process, therefore, staff is requested that an amendment be made to remove the required referral language from the code. Comprehensive Plan and Zoning amendment applications will automatically start with the Plan and Zoning Commission and then proceed to the City Council with the Commission’s recommendation.

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: Karen Marren *KM*

STAFF REVIEWS:

Department Director	<i>JH</i>
Appropriations/Finance	
Legal	<i>JBW</i>
Agenda Acceptance	<i>M</i>

PUBLICATION(S) (if applicable)

Published In	n/a
Date(s) Published	n/a
Letter sent to surrounding property owners	n/a

SUBCOMMITTEE REVIEW (if applicable)

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