

CITY OF WEST DES MOINES

COUNCIL AGENDA

date: Wednesday, December 27, 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 December 11, 2017 Meeting
 - b. Motion - Approval of Bill Lists
 - c. Motion - Approval of Liquor Licenses:
 1. LLK Inc. d/b/a Funny Bone Comedy Club & Restaurant, 560 South Prairie View Drive, Suite 100 - Class LC Liquor License with Sunday Sales and Outdoor Service Privileges - Renewal
 2. Kum & Go, L.C., d/b/a Kum & Go #2035, 7265 Vista Drive - Class LE Liquor License with Carryout Wine, Carryout Beer and Sunday Sales - Renewal
 3. Occasions Catering, LLC d/b/a Occasions Catering, 7929 Ashworth Road - Class LC Liquor License with Sunday Sales, Outdoor Service, and Catering Privileges - Renewal
 4. The Tangerine Food Company d/b/a The Tangerine Food Company, 1960 Grand Avenue, Suite #21 - Class LC Liquor License with Sunday Sales and Catering Privileges - Renewal
 - d. Motion - Approval of Appointment - Water Works Board of Trustees
 - e. Motion - Approval of 2018 and 2019 Committee/Liaison Assignments
 - f. Motion - Approval of Appointment - City Clerk
 - g. Motion - Approval of Park Use Agreement - West Des Moines Girls Softball Association
 - h. Motion - Approval of Professional Services Agreements:
 1. Fairmeadows Park Water Quality Improvements
 2. Marketing Services - Five Waters Project

- i. Motion - Approval of Amendment to Professional Services Agreement - City Campus Amphitheater
- j. Resolution - Approval and/or Ratification of Specific Fees and Charges - 2017-18 FY
- k. Resolution - Accept Work - 2016 Sewer Cleaning and Televising Program
- l. Resolution - Approval of Lease Agreement - Microsoft DM04 Project, 8855 Grand Avenue
- m. Resolution - Approval and Acceptance of Purchase Agreements and Property Interests:
 - 1. Project Osmium Public Infrastructure (Veterans Parkway Improvements, SE Maffitt Lake Road to SE Adams Street)
 - 2. Project Osmium Public Infrastructure (Veterans Parkway Improvements, SE Adams Street to SE 50th Street)

5. Old Business

- a. Amendment to City Code - Title 3 (Business and Licensing), Chapter 6 (Massage Establishments and Technicians) - Establish Regulations for Massage Therapy Businesses - City Initiated
 - 1. Ordinance - Approval of Second, Third Readings and Final Adoption
 - 2. Resolution - Approval of Specific Fees and Charges

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

- a. Aspen Valley, 800 and 900 blocks of 84th Street - Vacate a 30 ft. Buffer Park Easement Located Along Rear Lot Line of Lots 53-60, Aspen Valley - Property Owner Initiated
 - 1. Resolution - Approval of Vacation Request
- b. Amendment to City Code - Title 9 (Zoning), Chapter 2 (Zoning Rules and Definitions), Chapter 5 (Agricultural/Open Space and Residential Zoning District), and Chapter 10 (Performance Standards) - Update Definitions and Regulations Pertaining to Alternative Residential Structures - City Initiated
 - 1. Ordinance - Approval of First Reading
- c. Amendment to City Code - Title 9 (Zoning), Chapter 6 (Commercial, Office and Industrial Zoning District), Section 6 (Commercial, Office and Industrial Use Regulations) - Regulate Variety Stores in the Neighborhood Commercial District - Wellington Square, LLC
 - 1. Ordinance - Approval of First Reading
- d. City of Grimes \$4,590,000 Revenue Refunding Bonds - Host City Approval of Refunding Bonds for Walnut Creek YMCA Project - City of Grimes and YMCA of Greater Des Moines
 - 1. Resolution - Approval to Proceed with Refunding Bonds

7. New Business

- a. AFM Bentley Center (f/k/a Vista Retail Center), 5045 Bentley Drive - Construction of a 17,000 sq. ft. Retail Building - Mian, Inc.
 - 1. Resolution - Approval of Site Plan

8. Receive, File and/or Refer

- a. West Des Moines Water Works - 2018 Budget

9. Other Matters

- a. Legislative Updates

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

December 11, 2017

West Des Moines City Council Proceedings
Monday, December 11, 2017

Mayor Steven K. Gaer opened the regularly scheduled meeting of the City Council of West Des Moines, Iowa, in the Council Chambers of the West Des Moines City Hall on Monday, December 11, 2017 at 5:30 PM. Council members present were: R. Messerschmidt, J. Mickelson, J. Sandager, K. Trevillyan, and R. Trimble.

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

Vote 17-680: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

City Clerk Ryan T. Jacobson swore in Mayor Steven K. Gaer for his new four-year term beginning January 2, 2018.

Mayor Gaer then swore in At-Large Council Member Renee Hardman, First Ward Council Member Kevin Trevillyan, Third Ward Council Member Russ Trimble, and Parks and Recreation Advisory Board members Rick Swalwell and Heather Schebel, all for four year terms beginning January 2, 2018.

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

On Item 3. Council/Manager/Other Entities Reports

Jim Miller, Historic Valley Junction Foundation, presented an update on the Co-Sign project, and he thanked the City for its support for that project.

Council member Sandager reported Bravo Greater Des Moines has announced its grant awards, which total \$3.85 million. He also reported he attended a meeting of the West Des Moines Water Works Board of Trustees, where proposed rate increases were passed, which included a five percent rate increase for irrigation water usage and a one percent increase for all other water usage. He also attended a meeting of the Development and Planning Subcommittee, where discussion was held on a proposed restaurant on SE Orilla Road and a proposed continuing care retirement community at the intersection of South 88th Street and Mills Civic Parkway.

Council member Trimble reported the Finance and Administration Subcommittee met and discussed several issues related to development in the western areas of the city and proposed grant applications to be submitted by the Parks and Recreation department. He also reported the Public Safety Subcommittee met and discussed a proposed ordinance regulating massage therapy businesses.

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Council member Mickelson stated he supports the proposed ordinance regulating massage therapy businesses, because he believes it will help address potential issues associated some of those businesses, yet it should not add any undue burden to the existing, legitimate businesses.

Council member Messerschmidt reported the West Des Moines Chamber of Commerce has had a very successful year, and he expressed a desire to schedule one of their representatives to come in and give an update to the City Council.

Mayor Gaer reported the committee exploring the possibility of regionalizing water utilities continues to meet and discuss all options, and it is expected that their discussions will conclude in the coming weeks as the committee finalizes a recommendation for the communities.

On Item 4. Consent Agenda.

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

- a. Approval of Minutes of November 27, 2017 Meeting
- b. Approval of Bill Lists
- c. Approval of Liquor Licenses:
 1. 7 Stone, LLC d/b/a 7 Stone, 9350 University Avenue - Class BW Permit with Sunday Sales - Renewal
 2. Bravo Brio Restaurant Group, Inc. d/b/a Bravo Cucina Italiana, 120 South Jordan Creek Parkway - Class LC Liquor License with Sunday Sales and Outdoor Service Privileges - Renewal
 3. Lakes Venture, LLC d/b/a Fresh Thyme Farmers Market, 2900 University Avenue, Suite E - Class BC Permit with Carryout Wine and Sunday Sales - Renewal
 4. Frank's Divine Pie 2800, LLC d/b/a Gusto Pizza Company, 2800 University Avenue, Suite 400 - Class BW Permit with Sunday Sales and Outdoor Service Privileges - New
 5. Hy-Vee, Inc., d/b/a Hy-Vee Meeting Room, 1725 Jordan Creek Parkway, 2nd Floor Meeting Room - Class BW Permit with Sunday Sales - Renewal
 6. Hy-Vee, Inc. d/b/a Hy-Vee Meeting Room, 1725 Jordan Creek Parkway - Transfer Location Temporarily to 1236 Jordan Creek Parkway (SpringHill Suites) - January 10-11, 2018
 7. J.P. Parking Inc. d/b/a J.P. Parking Inc., 6220 Raccoon River Drive - Class BC Beer Permit with Carryout Wine and Sunday Sales - Renewal
 8. Taste of New York, Inc. d/b/a Taste of New York, 165 South Jordan Creek Parkway, Suite 160 - Class BW Permit with Sunday Sales - Renewal
 9. 205 Corporation d/b/a The Tavern, 205 5th Street - Class LC Liquor License with Sunday Sales - Renewal

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10. 205 Corporation d/b/a The Tavern Pizza Pasta Grill, 1755 50th Street - Class LC Liquor License with Sunday Sales - Renewal
- d. Approval of Appointment - Library Board of Trustees
- e. Acceptance of 2018 Emergency Solutions Grant - Iowa Finance Authority
- f. Approval to Purchase - Fire Department Class "A" Fire Engine
- g. Approval of Microsoft Enterprise Agreement
- h. Approval of Consulting Services Agreement - HRIS Software Implementation
- i. Approval of Professional Services Agreement - Valley View Park, Southwest Restrooms and Shelter
- j. Approval of Grant Agreements with Bravo Greater Des Moines:
 1. "Art on the Campus" Temporary Art Exhibit
 2. Water Quality Community Art Event
- k. Approval of Amendments to Professional Services Agreements:
 1. 2017 ADA Sidewalks Program, #1
 2. City Hall Heat Pump and Carpet Replacement, #1
 3. Law Enforcement Center and Library Mechanical Updates, #1
- l. Approval of 2018 City Council Meeting Schedule
- m. Approval of Special Assessments - Nuisance Abatements
- n. Approval of Reimbursement - Various Capital Project Funds
- o. Approval of 28E Agreement with Iowa Alcoholic Beverages Division - Iowa Pledge Tobacco Compliance Program
- p. Approval of Amended 28E Agreements for Joint Maintenance of Corporate Line Roads and Rights-of-Way:
 1. Madison County
 2. Warren County
- q. Authorize Application for Surface Transportation Block Grant/ Transportation Alternative Program Funding - Des Moines Area Metropolitan Planning Organization
- r. Order Construction - Maple Grove Lift Station
- s. Accept Work:
 1. Walnut Woods Drive Culvert Replacement and 27th Street Culvert Repair
 2. City Hall Exterior Renovations
 3. Grand Avenue West Segment 6F Sewer Extension
 4. Library Flat Roof and Gutter Replacement
 5. South 60th Street and Mills Civic Parkway Intersection Improvements
 6. 2017 Concrete Trail Renovation
 7. 39th Street Parking Lot
 8. Valley View Park Tennis Courts
- t. Approval of Professional Services Agreements:
 1. 88th Street and I-80 Interchange Concept Plan
 2. Public Services Fueling Facility Modifications
- u. Acceptance of Public Improvements - Aspire Plat 1
- v. Approval and Acceptance of Sidewalk Installation Agreement - I2 Technologies, 2360 Grand Avenue

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- w. Approval and Acceptance of Condemnation Awards - Maple Grove Lift Station
- x. Approval of Language for Local Option Sales and Services Tax Referendum in Polk County
- y. Resolution of Appreciation to Rick Messerschmidt
- z. Proclamation - Human Rights Day - December 10, 2017

Vote 17-681: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

Mayor Gaer read Resolution of Appreciation to Rick Messerschmidt.

Mayor Gaer read Proclamation - Human Rights Day.

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, August 21, 2017, September 5, 2017, September 18, 2017, October 16, 2017, October 30, 2017, and November 13, 2017)

It was moved by Trevillyan, second by Sandager to continue Item 5(a) Jordan Creek Business Park Specific Plan Amendment to January 22, 2018.

Vote 17-682: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

On Item 5(b) Amendment to City Code - Title 9 (Zoning), Chapter 2 (Zoning Rules and Definitions), Chapter 6 (Commercial, Office and Industrial Zoning Districts), Chapter 10 (Performance Standards), and Chapter 15 (Off Street Parking and Loading) - Establish Regulations for Distilleries with a Tasting Room, initiated by the City of West Des Moines

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

Vote 17-683: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

The City Clerk read the preamble to the ordinance.

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

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Vote 17-684: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

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

Vote 17-685: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

On Item 5(c) Westport, west side of Wendover Road approx. 650 feet north of 335th Street - Vacate a 75-foot Public Highway Easement, initiated by Westport Development, LLC

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

Vote 17-686: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

The City Clerk read the preamble to the ordinance.

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

Vote 17-687: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

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

Vote 17-688: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

On Item 5(d) Amendment to City Code - Title 6 (Motor Vehicles and Traffic), Chapter 9 (Traffic Schedules), Section 12 (Truck Routes) - South 60th Street, Mills Civic Parkway to Grand Avenue, initiated by the City of West Des Moines

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

Vote 17-689: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

The City Clerk read the preamble to the ordinance.

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

Vote 17-690: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

On Item 6 - Public Hearings: none

On Item 7(a) The Preserve on Grand Plat 1, southwest corner of Scenic Valley Drive and Grand Avenue - Subdivide Property for Single Family Residential and Medium Density Residential Development, initiated by Diligent Grand Avenue 67, LLC

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

Council member Trimble inquired if the public trail easement in this area will remain.

Lynne Twedt, Development Services Director, confirmed the plat does identify the public trail easement, so it will remain.

Vote 17-691: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

On Item 7(b) Schroder Industrial Park Plat 3, 1120 Railroad Avenue - Subdivide Property into Two Lots for Ownership Transfer, initiated by Schroder Construction Services

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

Vote 17-692: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

On Item 7(c) Continental Plaza Plat 2, 7300 Westown Parkway - Plat Property into Two Commercial Lots, One Street Lot, and One Outlot for Detention, initiated by Penta Partners, LLC

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

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Vote 17-693: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

On Item 7(d) AAA Storage, 6340 Stagecoach Drive - Approval to Construct a Three-Story Indoor Storage Facility with a Basement, initiated by William J. Denton, Janet M. Denton, Brian J. and Lori J. Denton

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

Vote 17-694: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

On Item 7(e) Vista Retail Center, 605 South 50th Street - Approval of a Phased Site Plan for the Construction of a 17,000 sq. ft. Retail Building, initiated by Mian, Inc

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

Vote 17-695: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

On Item 7(f) Amendment to City Code - Title 3 (Business and Licensing), Chapter 6 (Massage Establishments and Technicians) - Establish Regulations for Massage Therapy Businesses, 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 17-696: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

The City Clerk read the preamble to the ordinance.

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

Vote 17-697: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

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

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On Item 9 - Other Matters

Mayor Gaer noted for "Legislative Updates", there is nothing to discuss at this time.

Council member Trimble commended Joe Cory, Deputy Public Services Director, for going above and beyond his duties by assisting a resident over the weekend.

Mayor Gaer stated he will be out of town for the December 27th Council meeting. He also noted he has been working on the Council committee assignments and plans to have that list finalized for consideration at the December 27th Council meeting

The regular meeting was adjourned at 6:21 p.m. and a Council Workshop followed.

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

Vote 17-698: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

Entered Executive Session at 7:30 p.m. with the following persons present in the Teamwork Room of City Hall: Mayor Gaer, Council members Messerschmidt, Mickelson, Sandager, Trevillyan and Trimble; City Manager, City Attorney, City Clerk, and Human Resources Director.

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

Vote 17-699: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

Executive Session was adjourned at 7:52 p.m.

Respectfully submitted,

Ryan T. Jacobson, CMC
City Clerk

ATTEST:

Steven K. Gaer, Mayor

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	12/27/2017		\$ 2,616,260.04
			Total \$ Amount
EFT Claims	12/27/2017		\$ 1,092,316.56
			Total \$ Amount
Control Pay	12/27/2017		\$ 304,434.68
			Total \$ Amount
End of Month & Off-Cycle	11/28/17 to 01/07/18		\$ 158,092.37

Approved by the West Des Moines City Council
this 27th day of December, 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: 12/27/2017

Type	Date	Number Source	Payee Name	Transaction Amount
Bank Account: WB VENDOR DISB - WB Vendor Disbursement				
Check	12/27/2017	306483 Accounts Payable	ABSOLUTE CONCRETE CONSTRUCTION	136,858.43
Check	12/27/2017	306484 Accounts Payable	ACME TOOLS-DES MOINES	248.99
Check	12/27/2017	306485 Accounts Payable	AECOM TECHNICAL SERVICES INC	17,370.00
Check	12/27/2017	306486 Accounts Payable	AHLERS & COONEY	834.00
Check	12/27/2017	306487 Accounts Payable	AIRPORT SIGNS & GRAPHICS	468.21
Check	12/27/2017	306488 Accounts Payable	ALADTEC INC	4,241.00
Check	12/27/2017	306489 Accounts Payable	ALLIANCE CONSTRUCTION GROUP LLC	57,678.66
Check	12/27/2017	306490 Accounts Payable	ALVINE AND ASSOCIATES INC	3,167.25
Check	12/27/2017	306491 Accounts Payable	AMERICAN SECURITY CORP	1,470.91
Check	12/27/2017	306492 Accounts Payable	ARROWHEAD SCIENTIFIC INC	480.50
Check	12/27/2017	306493 Accounts Payable	ASCHEMAN , PHILIP	200.00
Check	12/27/2017	306494 Accounts Payable	BARTLETT AND WEST INC	3,257.75
Check	12/27/2017	306495 Accounts Payable	BENJAMIN DESIGN COLLABORATIVE	6,096.75
Check	12/27/2017	306496 Accounts Payable	BIG CHAIR LLC	185.00
Check	12/27/2017	306497 Accounts Payable	BJ STORAGE	150.00
Check	12/27/2017	306498 Accounts Payable	BOLTON & MENK INC	10,527.50
Check	12/27/2017	306499 Accounts Payable	BONNIE'S BARRICADES	564.50
Check	12/27/2017	306500 Accounts Payable	BOOT BARN INC	169.99
Check	12/27/2017	306501 Accounts Payable	BOUND TREE MEDICAL LLC	1,938.48
Check	12/27/2017	306502 Accounts Payable	BP	137.65
Check	12/27/2017	306503 Accounts Payable	BRICK GENTRY BOWERS SWARTZ & LEVIS PC	9,170.00
Check	12/27/2017	306504 Accounts Payable	BUELOW , LISA	92.00
Check	12/27/2017	306505 Accounts Payable	C2LOGIX, INC	9,300.00
Check	12/27/2017	306506 Accounts Payable	CALIBER CONCRETE LLC	11,958.27
Check	12/27/2017	306507 Accounts Payable	CAPPEL'S ACE HARDWARE	84.95
Check	12/27/2017	306508 Accounts Payable	CARPENTER UNIFORM CO	1,407.11
Check	12/27/2017	306509 Accounts Payable	CENTRAL IOWA READY-MIX	292.00
Check	12/27/2017	306510 Accounts Payable	CHAVENELLE STUDIO METALWORKS	5,000.00
Check	12/27/2017	306511 Accounts Payable	CINTAS CORP FIRST AID & SAFETY	242.74
Check	12/27/2017	306512 Accounts Payable	CITY OF DES MOINES	531,976.30
Check	12/27/2017	306513 Accounts Payable	CITY OF URBANDALE	3,094.25
Check	12/27/2017	306514 Accounts Payable	CIVIL DESIGN ADVANTAGE LLC	3,660.05

City of West Des Moines
City Council Report
Bank Account: WB VENDOR DISB - WB Vendor Disbursement
Batch Date: 12/27/2017

Type	Date	Number Source	Payee Name	Transaction Amount
Check	12/27/2017	306515 Accounts Payable	CLIENTFIRST CONSULTING GROUP	15,360.83
Check	12/27/2017	306516 Accounts Payable	COMMERCIAL APPRAISERS OF IA	5,900.00
Check	12/27/2017	306517 Accounts Payable	CONCRETE TECHNOLOGIES INC	110,693.53
Check	12/27/2017	306518 Accounts Payable	CONTRACTOR SALES & SERVICE	617.10
Check	12/27/2017	306519 Accounts Payable	CORY , TARRY	208.00
Check	12/27/2017	306520 Accounts Payable	COVENANT CONSTRUCTION SVCS LLC	130.00
Check	12/27/2017	306521 Accounts Payable	DAVIS BROWN LAW FIRM	2,051.00
Check	12/27/2017	306522 Accounts Payable	DE LAGE LANDEN	4,312.60
Check	12/27/2017	306523 Accounts Payable	DES MOINES GOLF & COUNTRY CLUB	174.00
Check	12/27/2017	306524 Accounts Payable	DES MOINES STAMP MFG CO	82.35
Check	12/27/2017	306525 Accounts Payable	DES MOINES VA HOSPITAL	1,547.00
Check	12/27/2017	306526 Accounts Payable	DORLAND , KATELYN	6.74
Check	12/27/2017	306527 Accounts Payable	ELECTRICAL ENGINEERING & EQUIP	6.70
Check	12/27/2017	306528 Accounts Payable	ELEVATION COATING LLC	8,051.25
Check	12/27/2017	306529 Accounts Payable	EMBARC	325.00
Check	12/27/2017	306530 Accounts Payable	EMS TECHNOLOGY SOLUTIONS	459.00
Check	12/27/2017	306531 Accounts Payable	EMSLRC	40.00
Check	12/27/2017	306532 Accounts Payable	FASTENAL COMPANY	117.29
Check	12/27/2017	306533 Accounts Payable	FIRE SAFETY USA, INC.	350.00
Check	12/27/2017	306534 Accounts Payable	FURRY FRIENDS REFUGE	18,900.00
Check	12/27/2017	306535 Accounts Payable	GBA SYSTEMS INTEGRATORS LLC	12,795.50
Check	12/27/2017	306536 Accounts Payable	GENUS LANDSCAPE ARCHITECTS	870.00
Check	12/27/2017	306537 Accounts Payable	GEORGE BUTLER ASSOCIATES INC	20,180.00
Check	12/27/2017	306538 Accounts Payable	GRAINGER INC	200.25
Check	12/27/2017	306539 Accounts Payable	GRAYBAR ELECTRIC CO INC	379.70
Check	12/27/2017	306540 Accounts Payable	GRIMES ASPHALT & PAVING	584.92
Check	12/27/2017	306541 Accounts Payable	HAHN , JENNIFER	14.43
Check	12/27/2017	306542 Accounts Payable	HANDY HITCH MANUFACTURING	306.20
Check	12/27/2017	306543 Accounts Payable	HARRIS , GARRETT	78.00
Check	12/27/2017	306544 Accounts Payable	HAWKEYE TRUCK EQUIPMENT	5,412.94
Check	12/27/2017	306545 Accounts Payable	HEALTH COMMUNICATIONS INC	336.90
Check	12/27/2017	306546 Accounts Payable	HEARTLAND CO-OP	384.50
Check	12/27/2017	306547 Accounts Payable	HERITAGE MICROBIAL CONTROL LLC	250.00
Check	12/27/2017	306548 Accounts Payable	HILLTOP TIRE SERVICE	213.77
Check	12/27/2017	306549 Accounts Payable	HISTORIC VALLEY JUNCTION	32,850.00

City of West Des Moines
City Council Report
 Bank Account: WB VENDOR DISB - WB Vendor Disbursement
 Batch Date: 12/27/2017

Type	Date	Number Source	Payee Name	Transaction Amount
			FOUNDATION	
Check	12/27/2017	306550 Accounts Payable	HY VEE INC	625.42
Check	12/27/2017	306551 Accounts Payable	IMSA - PUBLIC SAFETY	680.00
Check	12/27/2017	306552 Accounts Payable	INCENTIVE SERVICES INC	502.28
Check	12/27/2017	306553 Accounts Payable	INTEGRITY COMMUNICATIONS INC	3,500.00
Check	12/27/2017	306554 Accounts Payable	INTERNATIONAL ASSN FOR PROPERTY AND EVIDENCE INC	50.00
Check	12/27/2017	306555 Accounts Payable	IOWA ASSOCIATION OF BUILDING OFFICIALS	2,080.00
Check	12/27/2017	306556 Accounts Payable	IOWA AUTO TOP	150.00
Check	12/27/2017	306557 Accounts Payable	IOWA BUILDING SOLUTIONS	610.00
Check	12/27/2017	306558 Accounts Payable	IOWA CUBS SPORTS TURF MNGT	3,300.00
Check	12/27/2017	306559 Accounts Payable	IOWA DEPARTMENT OF TRANSPORTATION	3,562.10
Check	12/27/2017	306560 Accounts Payable	IOWA FIRE MARSHALS ASSOCIATION	50.00
Check	12/27/2017	306561 Accounts Payable	IOWA INTERSTATE RAILROAD LTD	299,241.72
Check	12/27/2017	306562 Accounts Payable	IOWA LAW ENFORCEMENT ACADEMY	350.00
Check	12/27/2017	306563 Accounts Payable	IOWA ONE CALL	891.90
Check	12/27/2017	306564 Accounts Payable	IOWA PUMP WORKS, INC	684.18
Check	12/27/2017	306565 Accounts Payable	IOWA STATE UNIVERSITY SCIENCE AND TECHNOLOGY	6,500.00
Check	12/27/2017	306566 Accounts Payable	ITERIS INC	625.00
Check	12/27/2017	306567 Accounts Payable	J&K CONTRACTING LLC	57,330.50
Check	12/27/2017	306568 Accounts Payable	JACOBSEN AUTO BODY	1,474.57
Check	12/27/2017	306569 Accounts Payable	JERRY'S HOMES	17,932.50
Check	12/27/2017	306570 Accounts Payable	JOHNSON , DARLA	39.00
Check	12/27/2017	306571 Accounts Payable	KABEL BUSINESS SERVICES	20.00
Check	12/27/2017	306572 Accounts Payable	KJW DIVERSIFIED SERVICES	4,666.67
Check	12/27/2017	306573 Accounts Payable	KLOCKE'S EMERGENCY VEHICLES	131.48
Check	12/27/2017	306574 Accounts Payable	LACINA , WENDY	161.00
Check	12/27/2017	306575 Accounts Payable	LANDSCAPES UNLIMITED LLC	7,745.00
Check	12/27/2017	306576 Accounts Payable	LANGUAGE LINE SERVICES	622.00
Check	12/27/2017	306577 Accounts Payable	LASER RESOURCES	3,437.13
Check	12/27/2017	306578 Accounts Payable	LOUNSBURY SAND & GRAVEL	119.35
Check	12/27/2017	306579 Accounts Payable	LOWE'S HOME CENTER, INC.	1,953.49
Check	12/27/2017	306580 Accounts Payable	MAP PROFESSIONAL DEVELOPMENT	997.00

City of West Des Moines
City Council Report
 Bank Account: WB VENDOR DISB - WB Vendor Disbursement
 Batch Date: 12/27/2017

Type	Date	Number Source	Payee Name	Transaction Amount
			INC	
Check	12/27/2017	306581 Accounts Payable	MARTIN , JOSEPH	78.00
Check	12/27/2017	306582 Accounts Payable	MERCY WEST PHARMACY	1,083.47
Check	12/27/2017	306583 Accounts Payable	MIDWEST GANG INVESTIGATORS ASSN- IOWA CHAPTER	225.00
Check	12/27/2017	306584 Accounts Payable	MINTURN INC	5,729.93
Check	12/27/2017	306585 Accounts Payable	MOEN , JASON	104.00
Check	12/27/2017	306586 Accounts Payable	MULCH MART LLC	1,396.50
Check	12/27/2017	306587 Accounts Payable	MUNICIPAL SUPPLY INC	305.00
Check	12/27/2017	306588 Accounts Payable	MURPHY TOWER SERVICE LLC	1,360.00
Check	12/27/2017	306589 Accounts Payable	NATIONAL EMERGENCY NUMBER ASSN	675.00
Check	12/27/2017	306590 Accounts Payable	NESTINGEN INC	15,690.00
Check	12/27/2017	306591 Accounts Payable	NICHOLS EQUIPMENT LLC	4,412.00
Check	12/27/2017	306592 Accounts Payable	NORTHERN TOOL & EQUIPMENT	21.19
Check	12/27/2017	306593 Accounts Payable	O'HALLORAN INTERNATIONAL INC	768.53
Check	12/27/2017	306594 Accounts Payable	OVERHEAD DOOR COMPANY OF DES MOINES, INC	28.50
Check	12/27/2017	306595 Accounts Payable	PALMER GROUP	4,240.67
Check	12/27/2017	306596 Accounts Payable	PANCREATIC CANCER ACTION NETWORK INC	30.00
Check	12/27/2017	306597 Accounts Payable	PARKER , SATONIUS	338.00
Check	12/27/2017	306598 Accounts Payable	PATTON , CHRIS	78.00
Check	12/27/2017	306599 Accounts Payable	PEREZ , AARON	104.00
Check	12/27/2017	306600 Accounts Payable	PETTY CASH	819.06
Check	12/27/2017	306601 Accounts Payable	POLK COUNTY AUDITOR	16,250.00
Check	12/27/2017	306602 Accounts Payable	POLK COUNTY BAR ASSOCIATION	220.00
Check	12/27/2017	306603 Accounts Payable	POLK COUNTY ELECTIONS OFFICE	18,887.00
Check	12/27/2017	306604 Accounts Payable	POLK COUNTY FIRE CHIEF'S ASSOCIATION	25.00
Check	12/27/2017	306605 Accounts Payable	POLK COUNTY RECORDER	81.00
Check	12/27/2017	306606 Accounts Payable	PRO WASTE SERVICES LLC	254.80
Check	12/27/2017	306607 Accounts Payable	PROGRESSIVE RESCUE SOLUTIONS	381.00
Check	12/27/2017	306608 Accounts Payable	Q3 CONTRACTING INC	9,095.91
Check	12/27/2017	306609 Accounts Payable	QUALITY STRIPING	535.00
Check	12/27/2017	306610 Accounts Payable	RACCOON VALLEY CONTRACTORS LLC	10,640.00
Check	12/27/2017	306611 Accounts Payable	RAHE , ALAN	78.00

City of West Des Moines
City Council Report
 Bank Account: WB VENDOR DISB - WB Vendor Disbursement
 Batch Date: 12/27/2017

Type	Date	Number Source	Payee Name	Transaction Amount
Check	12/27/2017	306612 Accounts Payable	RDG PLANNING & DESIGN	88.00
Check	12/27/2017	306613 Accounts Payable	REYNOLDS URBAN DESIGN PC	1,490.00
Check	12/27/2017	306614 Accounts Payable	RHYTHM ENGINEERING, LLC	3,190.00
Check	12/27/2017	306615 Accounts Payable	RIEDEL , MARTIN SEAN	1,277.85
Check	12/27/2017	306616 Accounts Payable	ROBERT HALF TECHNOLOGY	9,964.00
Check	12/27/2017	306617 Accounts Payable	SECRETARY OF STATE	30.00
Check	12/27/2017	306618 Accounts Payable	SEH INC	6,207.32
Check	12/27/2017	306619 Accounts Payable	SHIELD TECHNOLOGY CORPORATION	1,500.00
Check	12/27/2017	306620 Accounts Payable	SIMPLEX GRINNELL	2,230.40
Check	12/27/2017	306621 Accounts Payable	SKOLD DOOR & FLOOR CO.	502.50
Check	12/27/2017	306622 Accounts Payable	SM HENTGES & SONS INC	315,575.94
Check	12/27/2017	306623 Accounts Payable	SNAP-ON TOOLS- MARK STUCHEL	4.80
Check	12/27/2017	306624 Accounts Payable	SPRINT	157.24
Check	12/27/2017	306625 Accounts Payable	SPRINT	49.76
Check	12/27/2017	306626 Accounts Payable	SPRINT	279.93
Check	12/27/2017	306627 Accounts Payable	SRS TACTICAL	264.00
Check	12/27/2017	306628 Accounts Payable	STERLING CODIFIERS INC	700.00
Check	12/27/2017	306629 Accounts Payable	STOEKER GROUP, INC	1,943.76
Check	12/27/2017	306630 Accounts Payable	STONY CREEK LANDSCAPES INC	1,900.00
Check	12/27/2017	306631 Accounts Payable	STORAGE MART #1052	310.98
Check	12/27/2017	306632 Accounts Payable	STOVER PHOTOGRAPHY	175.00
Check	12/27/2017	306633 Accounts Payable	TESSCO INC	12.02
Check	12/27/2017	306634 Accounts Payable	THE CONCRETE COMPANY INC	17,489.50
Check	12/27/2017	306635 Accounts Payable	THE GRAVEDIGGER LLC	450.00
Check	12/27/2017	306636 Accounts Payable	THE SHOPPER	58.40
Check	12/27/2017	306637 Accounts Payable	THE UNDERGROUND COMPANY	15,666.54
Check	12/27/2017	306638 Accounts Payable	TORRES , FELIX	338.00
Check	12/27/2017	306639 Accounts Payable	TRENT , BRYCE	208.00
Check	12/27/2017	306640 Accounts Payable	TRIZETTO PROVIDER SOLUTIONS	237.10
Check	12/27/2017	306641 Accounts Payable	TRUE VALUE & V&S VARIETY STORE	264.23
Check	12/27/2017	306642 Accounts Payable	ULTRAMAX	8,368.00
Check	12/27/2017	306643 Accounts Payable	UNITED CONTRACTORS INC	95,955.91
Check	12/27/2017	306644 Accounts Payable	UNITED PARCEL SERVICE	88.22
Check	12/27/2017	306645 Accounts Payable	UNITED STATES POLICE CANINE ASSOCIATION INC	50.00

City of West Des Moines
City Council Report
 Bank Account: WB VENDOR DISB - WB Vendor Disbursement
 Batch Date: 12/27/2017

Type	Date	Number Source	Payee Name	Transaction Amount
Check	12/27/2017	306646 Accounts Payable	UNITYPOINT CLINIC	148.00
Check	12/27/2017	306647 Accounts Payable	VETTER EQUIPMENT	777.13
Check	12/27/2017	306648 Accounts Payable	WATCHGUARD VIDEO	82.00
Check	12/27/2017	306649 Accounts Payable	WEST DES MOINES COMM SCHOOLS - FACILITIES	70.70
Check	12/27/2017	306650 Accounts Payable	WEX BANK	837.11
Check	12/27/2017	306651 Accounts Payable	WHITE , MIKE	500.00
Check	12/27/2017	306652 Accounts Payable	WILSON , SABRA	2.00
Check	12/27/2017	306653 Accounts Payable	ZIEGLER INC	280.00
Check	12/27/2017	306654 Accounts Payable	ZOSS , TREVER	78.00
Check	12/27/2017	306655 Accounts Payable	DMACC	15.00
Check	12/27/2017	306656 Accounts Payable	IOWA STATE UNIVERSITY-FIRE SVC	450.00
Check	12/27/2017	306657 Accounts Payable	ARCHER , RANDALL	139,687.80
Check	12/27/2017	306658 Accounts Payable	FIDELITY BANK	650.00
Check	12/27/2017	306659 Accounts Payable	KENDALL , CHARLOTTE ANNETTE	302,921.76
Check	12/27/2017	306660 Accounts Payable	SWEENEY , KEITH M	74,311.00
Check	12/27/2017	306661 Accounts Payable	WARREN COUNTY TREASURER	1,399.00
Check	12/27/2017	306662 Accounts Payable	WARREN COUNTY TREASURER	5,592.00
Check	12/27/2017	306663 Accounts Payable	WARREN COUNTY TREASURER	1,480.00
Check	12/27/2017	306664 Accounts Payable	IDALS	60.00
Check	12/27/2017	306665 Accounts Payable	USDA-APHIS-WILDLIFE SERVICES	1,600.00
Check	12/27/2017	306666 Accounts Payable	WINDSTREAM COMMUNICATIONS	17,811.55
EFT	12/27/2017	1362 Accounts Payable	ARNOLD MOTOR SUPPLY, LLP	1,444.13
EFT	12/27/2017	1363 Accounts Payable	BAUER BUILT	557.36
EFT	12/27/2017	1364 Accounts Payable	BAYLESS , RON	170.00
EFT	12/27/2017	1365 Accounts Payable	BRAVO GREATER DES MOINES	291,115.58
EFT	12/27/2017	1366 Accounts Payable	BROWNELLS INC	439.35
EFT	12/27/2017	1367 Accounts Payable	CELARTEM	890.00
EFT	12/27/2017	1368 Accounts Payable	CENTERPOINT ENERGY SVCS RETAIL	6,262.61
EFT	12/27/2017	1369 Accounts Payable	CITY OF CLIVE	408.00
EFT	12/27/2017	1370 Accounts Payable	CLINE , WENDY	19.28
EFT	12/27/2017	1371 Accounts Payable	CONFERENCE TECHNOLOGIES INC	9,934.00
EFT	12/27/2017	1372 Accounts Payable	DES MOINES ASPHALT & PAVING	1,930.06
EFT	12/27/2017	1373 Accounts Payable	DESIGN ALLIANCE INC	11,955.41
EFT	12/27/2017	1374 Accounts Payable	DILLARD , CARLOS	286.00

City of West Des Moines
City Council Report
 Bank Account: WB VENDOR DISB - WB Vendor Disbursement
 Batch Date: 12/27/2017

Type	Date	Number Source	Payee Name	Transaction Amount
EFT	12/27/2017	1375 Accounts Payable	EMC RISK SERVICES	24,687.07
EFT	12/27/2017	1376 Accounts Payable	ENTENMANN ROVIN CO	56.50
EFT	12/27/2017	1377 Accounts Payable	EXCEL MECHANICAL INC	34,235.32
EFT	12/27/2017	1378 Accounts Payable	FARRAND , GLENN	182.00
EFT	12/27/2017	1379 Accounts Payable	FBG SERVICE CORPORATION	2,798.00
EFT	12/27/2017	1380 Accounts Payable	FORRESTER , JAKE	27.55
EFT	12/27/2017	1381 Accounts Payable	FOTH INFRASTRUCTURE & ENVIRONMENT LLC	69,949.38
EFT	12/27/2017	1382 Accounts Payable	GREATER DES MOINES CONVENTION & VISITORS BUREAU	307,365.58
EFT	12/27/2017	1383 Accounts Payable	HOWARD R GREEN CO	102,829.97
EFT	12/27/2017	1384 Accounts Payable	HYDRO KLEAN INC	1,761.45
EFT	12/27/2017	1385 Accounts Payable	KECK INC	15,415.74
EFT	12/27/2017	1386 Accounts Payable	KELTEK INC	979.00
EFT	12/27/2017	1387 Accounts Payable	KIRKHAM, MICHAEL, & ASSOC	58,181.95
EFT	12/27/2017	1388 Accounts Payable	LYNCH , CHRIS	78.00
EFT	12/27/2017	1389 Accounts Payable	MCCLURE ENGINEERING COMPANY	6,966.25
EFT	12/27/2017	1390 Accounts Payable	MCCUBBIN , COURTNEY	378.00
EFT	12/27/2017	1391 Accounts Payable	NAPA	6.68
EFT	12/27/2017	1392 Accounts Payable	ONENECK IT SOLUTIONS LLC	54,058.91
EFT	12/27/2017	1393 Accounts Payable	OSMANSON , MARK	200.00
EFT	12/27/2017	1394 Accounts Payable	OUTDOOR RECREATION PRODUCTS	2,087.49
EFT	12/27/2017	1395 Accounts Payable	ROUNDS , MATES	78.00
EFT	12/27/2017	1396 Accounts Payable	SEIVERT , STEVEN	90.72
EFT	12/27/2017	1397 Accounts Payable	SENECA COMPANIES, INC.	26,285.75
EFT	12/27/2017	1398 Accounts Payable	SHIELDS , CHARLES	78.00
EFT	12/27/2017	1399 Accounts Payable	SHIVE-HATTERY INC	26,236.64
EFT	12/27/2017	1400 Accounts Payable	SMITH , MARK	143.20
EFT	12/27/2017	1401 Accounts Payable	SWINTON , ASHLEE	1,428.25
EFT	12/27/2017	1402 Accounts Payable	TYLER TECHNOLOGIES INC	28,431.38
EFT	12/27/2017	1403 Accounts Payable	YEAGER , LEMAR	1,888.00

WB VENDOR DISB WB Vendor Disbursement Totals: Transactions: 226 \$3,708,576.60

Checks: 184 \$2,616,260.04
 EFTs: 42 \$1,092,316.56

City of West Des Moines
City Council Report
 Bank Account: WB CONTROLPAY - WB ControlPay
 Batch Date: 12/27/2017

Type	Date	Number Source	Payee Name	Transaction Amount
Bank Account: WB CONTROLPAY - WB ControlPay				
EFT	12/27/2017	1991 Accounts Payable	ABC ELECTRICAL CONTRACTORS	4,155.55
EFT	12/27/2017	1992 Accounts Payable	ADVENTURE LIGHTING	99.24
EFT	12/27/2017	1993 Accounts Payable	AIRGAS NORTH CENTRAL	219.64
EFT	12/27/2017	1994 Accounts Payable	ALL MAKES OFFICE INTERIORS	5,613.88
EFT	12/27/2017	1995 Accounts Payable	ARAMARK UNIFORM SERVICES	289.90
EFT	12/27/2017	1996 Accounts Payable	ATC GROUP SERVICES LLC	1,900.00
EFT	12/27/2017	1997 Accounts Payable	BLACKBURN MANUFACTURING CO	177.34
EFT	12/27/2017	1998 Accounts Payable	BUSINESS PUBLICATIONS	74.95
EFT	12/27/2017	1999 Accounts Payable	CAPITAL CITY EQUIPMENT	531.87
EFT	12/27/2017	2000 Accounts Payable	CAPITAL SANITARY SUPPLY CO INC	1,807.85
EFT	12/27/2017	2001 Accounts Payable	CENTURYLINK	3,846.61
EFT	12/27/2017	2002 Accounts Payable	CLIVE POWER EQUIPMENT	291.49
EFT	12/27/2017	2003 Accounts Payable	CORN STATES METAL	290.00
EFT	12/27/2017	2004 Accounts Payable	DES MOINES REGISTER MEDIA	2,908.87
EFT	12/27/2017	2005 Accounts Payable	ELECTRIC PUMP	2,908.11
EFT	12/27/2017	2006 Accounts Payable	EMERGENCY APPARATUS MAINT	1,809.07
EFT	12/27/2017	2007 Accounts Payable	FELD FIRE	23,310.00
EFT	12/27/2017	2008 Accounts Payable	G&L CLOTHING	1,517.83
EFT	12/27/2017	2009 Accounts Payable	GALETON GLOVES	136.36
EFT	12/27/2017	2010 Accounts Payable	GALLS LLC	471.86
EFT	12/27/2017	2011 Accounts Payable	GOLDEN VALLEY HARDSCAPES	1,552.50
EFT	12/27/2017	2012 Accounts Payable	INLAND TRUCK PARTS	1,970.92
EFT	12/27/2017	2013 Accounts Payable	INTERFLEET INC	1,798.00
EFT	12/27/2017	2014 Accounts Payable	INTERSTATE ALL BATTERY CENTER	575.70
EFT	12/27/2017	2015 Accounts Payable	IOWA WATER MANAGEMENT CORP	561.82
EFT	12/27/2017	2016 Accounts Payable	ISG	77,406.00
EFT	12/27/2017	2017 Accounts Payable	JOHNSON CONTROLS INC	17,450.00
EFT	12/27/2017	2018 Accounts Payable	MENARDS	620.94
EFT	12/27/2017	2019 Accounts Payable	METRO WASTE AUTHORITY	125,839.40
EFT	12/27/2017	2020 Accounts Payable	MOORE MEDICAL LLC	189.72
EFT	12/27/2017	2021 Accounts Payable	NETMOTION WIRELESS INC	1,377.00
EFT	12/27/2017	2022 Accounts Payable	NORTHLAND PRODUCTS	100.00
EFT	12/27/2017	2023 Accounts Payable	O'REILLY AUTOMOTIVE INC	76.82
EFT	12/27/2017	2024 Accounts Payable	PAY-LESS OFFICE PRODUCTS INC	837.65

City of West Des Moines
City Council Report
 Bank Account: WB CONTROLPAY - WB ControlPay
 Batch Date: 12/27/2017

Type	Date	Number Source	Payee Name	Transaction Amount
EFT	12/27/2017	2025 Accounts Payable	PRAXAIR	1,061.32
EFT	12/27/2017	2026 Accounts Payable	PREFERRED PEST CONTROL	1,094.50
EFT	12/27/2017	2027 Accounts Payable	SNYDER & ASSOCIATES	4,993.82
EFT	12/27/2017	2028 Accounts Payable	SPECIALTY GRAPHICS INC	80.00
EFT	12/27/2017	2029 Accounts Payable	STAR EQUIPMENT LTD	1,245.00
EFT	12/27/2017	2030 Accounts Payable	STIVERS FORD (CONTROL PAY)	3,015.53
EFT	12/27/2017	2031 Accounts Payable	STRAUSS SAFE AND LOCK CO	396.50
EFT	12/27/2017	2032 Accounts Payable	TENNANT SALES & SERVICE CO	318.50
EFT	12/27/2017	2033 Accounts Payable	THOMSON REUTERS-WEST PAYMENT	731.41
EFT	12/27/2017	2034 Accounts Payable	TRANS IOWA EQUIPMENT CO	1,720.59
EFT	12/27/2017	2035 Accounts Payable	VAISALA INC	2,970.00
EFT	12/27/2017	2036 Accounts Payable	WASTE MANAGEMENT OF IOWA	62.40
EFT	12/27/2017	2037 Accounts Payable	WORLDPOINT ECC INC	218.32
EFT	12/27/2017	2038 Accounts Payable	ZOLL MEDICAL	3,809.90
WB CONTROLPAY WB ControlPay Totals:			Transactions: 48	\$304,434.68
EFTs:	48	\$304,434.68		

City of West Des Moines
Payment Register

From Payment Date: 11/28/2017 - To Payment Date: 01/07/2018

Number	Date	Status	Source	Payee Name	Transaction Amount
1357	12/19/2017	Open	Accounts Payable	EBSCO INFORMATION SERVICES	\$1,366.00
1358	12/19/2017	Open	Accounts Payable	MERGENT INC	\$998.00
1359	12/19/2017	Open	Accounts Payable	SMITH, ELLEN	\$378.05
1360	12/18/2017	Open	Accounts Payable	IOWA DEPARTMENT OF REVENUE & FINANCE	\$1,316.00
1361	01/03/2018	Open	Accounts Payable	KENDALL, CHARLOTTE, ANNETTE	\$93,858.24
1979	12/19/2017	Open	Accounts Payable	ADVENTURE LIGHTING	\$130.40
1980	12/19/2017	Open	Accounts Payable	BAKER AND TAYLOR	\$10,864.12
1981	12/19/2017	Open	Accounts Payable	BRODART CO	\$1,093.00
1982	12/19/2017	Open	Accounts Payable	CAPITAL SANITARY SUPPLY CO INC	\$471.46
1983	12/19/2017	Open	Accounts Payable	CCH INC	\$125.23
1984	12/19/2017	Open	Accounts Payable	DEMCO INC	\$397.59
1985	12/19/2017	Open	Accounts Payable	ELECTRONIC ENGINEERING	\$11.95
1986	12/19/2017	Open	Accounts Payable	GREYHOUSE PUBLISHING	\$956.10
1987	12/19/2017	Open	Accounts Payable	OVERDRIVE	\$1,334.09
1988	12/19/2017	Open	Accounts Payable	PAY-LESS OFFICE PRODUCTS INC	\$571.55
1989	12/19/2017	Open	Accounts Payable	RECORDED BOOKS LLC	\$3,832.23
1990	11/30/2017	Open	Accounts Payable	COMMERCE BANK	\$32,899.82
306472	12/19/2017	Open	Accounts Payable	AMERICAN MARKING	\$55.50
306473	12/19/2017	Open	Accounts Payable	DEX MEDIA EAST LLC	\$40.24
306474	12/19/2017	Open	Accounts Payable	HY VEE INC	\$83.21
306475	12/19/2017	Open	Accounts Payable	INFORMATION TODAY INC	\$433.03
306476	12/19/2017	Open	Accounts Payable	INGRAM LIBRARY SERVICES	\$94.00
306477	12/19/2017	Open	Accounts Payable	IOWA POETRY ASSN	\$9.00
306478	12/19/2017	Open	Accounts Payable	MIDWEST TAPE LLC	\$4,027.11
306479	12/19/2017	Open	Accounts Payable	UNIQUE MANAGEMENT SERVICES INC	\$277.45
306480	12/19/2017	Open	Accounts Payable	UNIVERSITY OF WISCONSIN EXTENSION	\$180.00
306481	12/19/2017	Open	Accounts Payable	ZOOBEAN INC	\$2,089.00
306482	12/19/2017	Open	Accounts Payable	PINK STEW ENTERTAINMENT	\$200.00
					\$158,092.37

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

ITEM: Approval of Liquor Licenses

DATE: December 27, 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. LLK Inc. d/b/a Funny Bone Comedy Club & Restaurant, 560 South Prairie View Drive, Suite 100 - Class LC Liquor License with Sunday Sales and Outdoor Service Privileges - Renewal
2. Kum & Go, L.C., d/b/a Kum & Go #2035, 7265 Vista Drive - Class LE Liquor License with Carryout Wine, Carryout Beer and Sunday Sales - Renewal
3. Occasions Catering, LLC d/b/a Occasions Catering, 7929 Ashworth Road - Class LC Liquor License with Sunday Sales, Outdoor Service, and Catering Privileges - Renewal
4. The Tangerine Food Company d/b/a The Tangerine Food Company, 1960 Grand Avenue, Suite #21 - Class LC Liquor License with Sunday Sales and Catering Privileges - Renewal

OUTSTANDING ISSUES (if any): None

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

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

STAFF REVIEWS

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

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

ITEM: Approval of Appointment
Water Works Board of Trustees

DATE: December 27, 2017

FINANCIAL IMPACT: None

BACKGROUND:

Karen Novak Swalwell has served on the Water Works Board of Trustees since January 2005, and the Mayor and City Council thank her for her service to the community. Mayor Gaer would like to appoint Mary Thomsen to serve the six-year term, beginning on January 1, 2018 with an expiration of December 31, 2023.

Mary Thomsen 5621 Westridge Court 256-8814 (w) 210-3804 (c)

Ms. Thomsen is the President and CEO of Barker Lemar Companies. She has over 30 years' experience managing projects and nine years specifically in the environmental, ecological, petroleum, and solid waste fields.

Mary's background at Barker Lemar lies with directing the strategic, long-term goals of the firm, leading the business development team and holding accountable for the objectives of the firm.

Her extensive project experience includes: environmental site assessments, underground storage tank remediation and monitoring, compliance management services for retail petroleum facilities, air permitting, as well as remediation and monitoring.

In Mary's position as President and CEO of Barker Lemar Companies, she oversees a variety of water quality projects; Including: watershed assessments, surface and groundwater assessments, drinking water well evaluations, implementation and education on Iowa's Nutrient Reduction Strategy to both point and non-point source audiences, creation and evaluation of POTW (publicly owned treatment works) agreements, and a variety of other projects that revolve around how nutrients and contaminants impact our water supply.

As the face of Barker Lemar Companies she has maintained a close relationship with staff at all levels to ensure that her knowledge of the firm's project is all-encompassing. We are confident she will bring those same characteristics to her work as a West Des Moines Water Works Board Trustee.

Karen Novak Swalwell has served our community tirelessly and with her guidance, West Des Moines Water Works is in a very healthy position, delivering and producing a quality product for our residents and businesses.

We are certain Ms. Mary Thomsen will continue upholding the work of her predecessors, and look forward to the work ahead with our new Trustee.

OUTSTANDING ISSUES (if any): None

RECOMMENDATION:

Approval of appointment of Mary Thomsen to the Water Works Board of Trustees.

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

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

CITY OF WEST DES MOINES, IOWA

APPLICATION FOR APPOINTMENT TO BOARDS AND COMMISSIONS

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

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

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

Name: Thomsen Mary Beth
Last First Middle

Address: 5621 Westridge Court West Des Moines IA 50266
Street City State Zip

Occupation: President/CEO

Employer's Name & Address

Barker Lemar Companies

1801 Industrial Circle, West Des Moines, IA 50265

Work Phone: 515-256-8814 When can you be reached at this number?: M-F business hours

Cell Home Phone: 515-210-3804 When can you be reached at this number?: Anytime

E-mail address: mthomsen@barkerlemar.com

Length of residence in West Des Moines: 18 yrs

Please list any previous Board membership positions (City, Church, School, Professional, etc.) and dates of service:

American Trust Professional Advisory Board - 2015 to present; West Des Moines Leadership Advisory Board -

2017 - present

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

I would like to serve my community by offering educated opinions on relevant topics; my company works often with water providers when dealing with sites that have petroleum contamination - this includes water line replacement sampling of private and city water wells, etc. Additionally, our firm also engages actively with improvement of water quality through workshops associated with the nutrient reduction strategy.

Please list two references other than a family member:

Name: Ted Rumph Relationship: Co-Worker Phone: 515-258-8814

Name: Tonia Petterson Relationship: Client Phone: 515-257-7892

Do you sell to, or are you in any manner a part to, any contract to furnish supplies, material, or labor to the City of West Des Moines? Yes If so, please list: Our firm is working on a streambank assessment for Jordan Creek

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

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

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

Organization: _____ Contact: _____

Phone Number: _____ Email: _____

Iowa Code Section 69.16A requires City boards/commissions to be gender balanced. Please indicate whether you are male or female.

Male

Female

Applicant Signature: Mary Bohm Date: 12/4/2017

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

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



MARY THOMSEN

President/CEO

CREREDENTIALS

Texas A&M University, Bachelor of Business: Administration, College Station, Texas, 1985

WORK HISTORY

Ms. Thomsen is the President and CEO of Barker Lemar Companies. She has over 30 years experience managing projects and nine years in the environmental, ecological, petroleum, and solid waste fields. Ms. Thomsen has overall responsibility for the organization's operations and profitability, sets the strategic, long-term direction of the firm, leads the business development team and holds them accountable for achievement of their goals and other objectives of the firm. She is also responsible for the assignment of the firm's resources and for driving and/or supporting change in the firm's systems and practices to insure that corporate strategies, resources and operations remain aligned and on purpose.

Ms. Thomsen has worked in a variety of industries through her career. The technical and management expertise that she brings to each project includes extensive project supervision, subcontractor management, and reporting skills. Ms. Thomsen has experience as a software application designer and in that capacity has managed through changes in scope, becoming adept in the field of client satisfaction. Upon completion of various customized software applications, training and implementation skills were necessary for project completion. Ms. Thomsen has had the opportunity to hone excellent presentation, design, and delivery skills in her professional career. As the face of the firm, Ms. Thomsen maintains a close relationship with staff at all levels to ensure that her knowledge of the firm's projects is all-encompassing, should she be called upon to speak about relevant topics.

EXPERIENCE

ENVIRONMENTAL SITE ASSESSMENTS

Project role: Project Manager. Duties include initial site assessment, receptor surveys, determination of drilling and sampling locations, analysis of results and reporting to concerned parties which include the client and private insurance companies. Multiple project locations in Iowa.

UNDERGROUND STORAGE TANK REMEDIATION AND MONITORING

Project role: Project Manager. Duties include reviewing site maps, analyzing changes in receptors, evaluating remedial options by analysis of soil and groundwater sampling, managing subcontractors, mobilizing field staff, and final report preparation and submittal. Multiple locations in Iowa.

COMPLIANCE MANAGEMENT SERVICES FOR RETAIL PETROLEUM FACILITIES

Project role: Project Manager. Duties include daily monitoring and response to alarms and warnings reported by the Baker Lemar Compliance Management tank and monitoring system overseeing facilities performance across the multi-state network; scheduling/reporting on bi-annual site inspections; reporting for insurance renewals; coordinating/ executing monthly and annual tank tests as required by federal and state regulations. Multiple locations in the Midwest.

AIR PERMITTING

Project role: Project Manager. Duties include drafting of construction permits for various tanks and gasoline loading racks; assisting in Maximum Achievable Control Technology standards and compliance issues; Title V reporting; reviewing NESHAP regulations to assist clients. Multiple locations in Iowa.



MARY THOMSEN

President/CEO

REMEDATION AND MONITORING

Project role: Project Manager. Reviewing site maps, analyzing changes in receptors, updating site cleanup software, managing subcontractors, mobilizing field staff, analyzing lab results, and reporting to concerned parties. Multiple locations in Iowa.

CONTACT

MARY THOMSEN, *President/CEO*



**Barker Lemar Companies
1801 Industrial Circle
West Des Moines, Iowa 50265
mthomsen@barkerleamar.com
515.256.8814
515.256.0152 [f]
www.barkerleamar.com**

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

ITEM: 2018 and 2019 Committee/Liaison Appointments

DATE: December 27, 2017

FINANCIAL IMPACT: None

BACKGROUND:

The Mayor, City Council and staff serve on various committees within the City and the Des Moines metropolitan area. The members are chosen by the Mayor to represent the Council on the following specific committees: Code Enforcement, Finance and Administration, Public Safety, Planning & Development, Public Works and as liaisons to the Water Board, Parks and Recreation Advisory Board, Human Services Advisory Board and Library Board. These appointments are made every two years. Appointments are also made to serve on outside liaison positions and miscellaneous interjurisdictional committee positions such as the MPO, WRA and CVB.

The committee assignments are subject to amendment should vacancies or other circumstances necessitate new appointments.

OUTSTANDING ISSUES (if any): None

RECOMMENDATION:

Approval of motion to ratify the Mayor's appointments for the 2018 and 2019 period.

Lead Staff Member: Ryan T. Jacobson, City Clerk

RTJ

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	

CITY OF WEST DES MOINES
2018 – 2019 MAYOR/COUNCIL/STAFF COMMITTEE ASSIGNMENTS

	Member(s)	Alternate(s)
Mayor Pro-Tem	Jim Sandager (2018)	
COUNCIL SUBCOMMITTEES		
Community Compliance Subcommittee	Kevin Trevellyan, Chair John Mickelson	Russ Trimble
Finance & Administration Subcommittee	Russ Trimble, Chair Jim Sandager	John Mickelson
Planning and Development Subcommittee	John Mickelson, Chair Renee Hardman	Kevin Trevellyan
Public Safety Subcommittee	Renee Hardman, Chair Russ Trimble	Jim Sandager
Public Works Subcommittee	Jim Sandager, Chair Kevin Trevellyan	Renee Hardman
LIAISONS		
Bicycle Advisory Commission	John Mickelson	Jim Sandager
Human Rights Commission	Renee Hardman	Russ Trimble
Human Services Advisory Board	Renee Hardman	Kevin Trevellyan
Library Board of Trustees	Renee Hardman	Jim Sandager
Parks & Recreation Advisory Board	Russ Trimble	John Mickelson
Public Arts Advisory Commission	John Mickelson	Kevin Trevellyan
WDM Water Works Board of Trustees	Jim Sandager	John Mickelson
ADMINISTRATIVE/OTHER COMMITTEES		
City/School Advisory Committee	Steven K. Gaer Renee Hardman	Russ Trimble
Iowa EMS Alliance Advisory Board	John Mickelson (3-31-15) Fr. Michael Hess (3-31-16) Tim Stiles (3-31-17)	Tom Hadden
Legislative Committee (Including Metro Advisory Council Legislative Action Committee)	Kevin Trevellyan Jim Sandager	John Mickelson
Valley Junction Events Advisory Committee	Kevin Trevellyan, Chair Renee Hardman	Citizens: Jim Miller, Nicole Engler-Selser, Isa O'Hara and Victoria Veiock; HVJF: Pamela Young, Ken Raush, Bobbie Bishop, Renae Johanningmeier,
Valley Junction Foundation	Kevin Trevellyan Sally Orgies	Jim Sandager
WDM Chamber Board	John Mickelson	Renee Hardman

	Member(s)	Alternate(s)
METRO/REGIONAL COMMITTEES		
BRAVO	Jim Sandager	John Mickelson
Central Iowa Regional Housing Authority	Renee Hardman	Christine Gordon
Convention & Visitors Bureau	John Mickelson	Kevin Trevillyan
Dallas County Local Housing Trust Fund	Clyde Evans	Russ Trimble
Dallas County E911 Service Board	Rob Dehnert	Dave Edgar
DART Board	Steven K. Gaer	Tom Hadden
Greater Dallas County Development Alliance	Clyde Evans	Russ Trimble
Homeless Coordinating Council	Russ Trimble Kevin Trevillyan	Renee Hardman
Metro Advisory Council	John Mickelson Russ Trimble	Renee Hardman
Metro Waste Authority	John Mickelson	Bret Hodne
Metropolitan Coalition	Steven K. Gaer Tom Hadden	Mayor Pro-Tem Tim Stiles
MPO Bicycle-Pedestrian Roundtable	Marco Alvarez	
MPO Policy Committee	Steven K. Gaer Tom Hadden Russ Trimble Kevin Trevillyan	John Mickelson Jim Sandager Jamie Letzring
MPO Technical Committee	Joe Cory Kara Tragesser Eric Petersen	Jim Dickinson Clyde Evans Brian Hemesath
MPO Traffic Management Advisory Committee	Jim Barrett Aubyn Bjornsen Craig Leu Eric Petersen	Jim Dickinson Clyde Evans
MPO Transportation Advisory Group	Carmen Murillo	
Polk County E911 Service Board	Dave Edgar	Chris Scott
Polk and Dallas County Emergency Management Commissions	Steven K. Gaer Craig Leu	Mayor Pro-Tem Jack Bengé
R. E. A. P.	Ted Ohmart	Marco Alvarez
Warren County E911 Service Board	Greg Jones	Rob Dehnert
Warren County Economic Develop. Corp.	Jamie Letzring	Clyde Evans
Warren and Madison County Emergency Management Commissions	Steven K. Gaer Jeff Dumermuth	Mayor Pro-Tem Craig Leu
WRA Board	Tom Hadden Jody E. Smith	Russ Trimble Tim Stiles
WRA Technical Committee	Brian Hemesath	Jason Schlickbernd

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

ITEM: Appointment of City Clerk

DATE: December 27, 2017

FINANCIAL IMPACT: None

BACKGROUND: West Des Moines City Code requires the City Council appointment of a City Clerk when a new Council is seated after the biannual Municipal Election. We are requesting reappointment of Ryan T. Jacobson as City Clerk for the 2018-2019 Council term.

OUTSTANDING ISSUES (if any): None

RECOMMENDATION:

Motion to appoint Ryan T. Jacobson as City Clerk for the 2018-2019 Council term.

Lead Staff Member: Ryan T. Jacobson, City Clerk

RTJ

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	

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

DATE: December 27, 2017

ITEM: Motion – Approval of Park Use Agreement – West Des Moines Girls Softball Association

FINANCIAL IMPACT: None

BACKGROUND: The term of the park use agreement between the City and West Des Moines Girls Softball Association expires on December 31, 2017. The Council is asked to approve a revised five year agreement with the Association. The Association provides opportunities for over 500 girls playing on 44 teams. In 2017, the Association provided 17 scholarships to insure that no player is denied due to finances. The Association began in 1960 and is committed to continuing to provide a high quality girls softball program for the community.



Only minor changes have been made to the agreement. The Assistant City Attorney and the Association have reviewed and approved the agreement. The agreement was approved by the Parks and Recreation Advisory Board on November 16, 2017.

OUTSTANDING ISSUES: None

RECOMMENDATION: That the Council approve the revised sections of Consolidated Fees and Charges with an effective date of January 1, 2018.

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

STAFF REVIEWS

Department Director	
Appropriations/Finance	
Legal	
Agenda Acceptance	

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

**AGREEMENT
BETWEEN THE CITY OF WEST DES MOINES
AND THE
WEST DES MOINES GIRLS SOFTBALL, INC.
FOR USE OF PARKS & RECREATION PREMISES**

THIS AGREEMENT (hereinafter called "Agreement") is made this _____ day of _____, 2017, by and between the CITY OF WEST DES MOINES, IOWA (hereinafter called "City") and the WEST DES MOINES GIRLS SOFTBALL, INC (hereinafter called "Association").

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

I. Definitions

- A. The term "City" shall mean the City of West Des Moines, Iowa and where necessary shall include the Mayor and City Councilmembers, employees, volunteers and agents of the City.
- B. The term "Department" shall mean the City of West Des Moines Parks and Recreation Department. The term "Public Services Department" shall mean the City of West Des Moines Public Services Department.
- C. The term "Department Director" shall mean the City of West Des Moines Director of Parks and Recreation or his or her designee.
- D. The term "Department's Superintendent of Recreation" shall mean the City of West Des Moines Superintendent of Recreation or his or her designee.
- E. The term "Association" shall mean West Des Moines Girls Softball, Inc., its officers, directors, employees, volunteers and agents.
- F. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender according to context.
- G. The term "Premises" shall include the area in the attached diagram entitled Attachment A, generally described as the area in Holiday Park for softball, excluding the baseball and aquatic center areas, and bounded by the parking lot curb closest to the softball fields.

II. Term

This Agreement shall commence on the above date of execution and shall continue until December 31, 2022 unless otherwise terminated at an earlier date as provided for herein.

III. Extension of Agreement

At the City's option, this Agreement may be extended for an additional term, not to exceed five (5) years. Any extension of this Agreement shall be effective only if in writing and executed by the parties. If the City elects to exercise the option to renew this Agreement, it shall provide notice as indicated herein within ninety (90) days of the expiration of the initial

term of this Agreement. The renewal may include modifications to the original terms of this Agreement if mutually agreed to by the City and the Association.

IV. Field Usage

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

V. Facilities

- A. **Lighting**
All field lights shall be repaired, maintained, replaced and insured by the Association for the full term of this Agreement, including any extensions to this Agreement. Any replacement or repair of the field light fixtures, poles, bulbs, or underground wiring is the responsibility of the Association. Electric meters for field lights shall be listed in the Association's name with the electricity supplier and insured by the Association for the full term of this Agreement including any extensions to this Agreement. Electrical use of lights for Association events shall be paid for by the Association. Any electrical use of the lights in tournament play or other activities scheduled by the Department shall be paid for by the Department.
- B. **Scoreboards**
All scoreboards used in conjunction with Association activities shall be repaired, maintained, replaced and insured by the Association for the full term of this Agreement, including any extensions to this Agreement.
- C. **Security Lighting**
Security lighting along the access roads and in the parking lots at Holiday Park shall be repaired, maintained, and replaced by the City. Electrical use of security lighting shall be paid by the City.
- D. **Irrigation Systems**
Irrigation systems may be installed on the Premises by the Association with prior approval by the Department and West Des Moines Water Works. All irrigation systems

on the Premises shall be installed, repaired, maintained, replaced, and insured by the Association for the full term of this Agreement including any extensions to this Agreement. Electricity and water used for irrigation purposes shall be separately metered and paid for by the Association. Electric meters and water meters for irrigation systems shall be listed in the Association's name with the utility supplier and insured for the full term of this Agreement, including any extensions to this Agreement.

E. Restrooms

The City shall provide permanent restrooms at Holiday Park during the period of time the restrooms are open to the public (typically April 15 to October 15). Dates are subject to change according to weather conditions. Permanent restrooms will be maintained by the Public Services Department. The Association may be responsible for stocking restroom supplies as necessary. A City employee or City-contracted security guard will check and close all permanent restrooms within the Premises every evening during the period of time the restrooms are open.

F. Portable Toilets

Up to four (4) portable toilets will be provided by the City within the Premises when permanent restrooms are not available during the Association's regular season. The Public Services Department shall be responsible for the maintenance of portable toilets provided by the City. Additional portable toilets may be utilized at any time during the Association's regular season at the Association's expense.

Bleachers

All bleachers purchased and supplied by the City used in conjunction with Association activities are the property of the City and shall be repaired, maintained, and replaced by the City. Any bleachers purchased and supplied by the Association are the property of the Association and shall be repaired, maintained, replaced, and insured by the Association for the full term of this Agreement, including any extensions to this Agreement.

VI. Concessions Operations

- A. With prior written approval of the Department Director, the Association may contract with a third party to provide concession operations. Request for approval must be submitted and approved by the Department Director prior to the Association contracting with a third party. The Concessionaire must meet all requirements of the City, including without limitation insurance coverage. If a third party contractor is used, then a certificate of insurance listing the Association and the City as additional insured must be provided before the third party concession operations begin. The Department reserves the ability to temporarily close down any concession operations until satisfactory proof is submitted to the Department Director that the Concessionaire complies with all City requirements.
- B. The Association assumes all risks of concession operations and agrees to comply with all federal, state, and local laws and regulations and orders affecting the concession operation in regard to all matters including but not limited to the sale of, use of, and storage of foodstuffs and beverages.
- C. The Association agrees to supply, repair, maintain, and replace at the sole cost and expense of the Association all equipment such as food preparation equipment, refrigeration, storage, and display equipment, and other equipment and property required for the necessary operation of the concession. The Association shall insure such

property and equipment for the full term of this Agreement, including any extensions to this Agreement.

- D. The Association, at the sole cost and expense of the Association, shall care for, maintain, and repair to the satisfaction of the Department all property and equipment assigned to the Association by the City for concession purposes. The Association shall insure such property and equipment for the full term of this Agreement, including any extensions to this Agreement.
- E. The Association agrees that all revenues derived from concession operations at Holiday Park shall be used to fund personnel, programs, equipment, facilities, or capital improvements in Holiday Park related to Association activities.
- F. The Association agrees at all times to permit and allow free access to the concession operation by representatives of the Department, the Polk County Department of Health, and other city, county, state, or federal officials having jurisdiction for inspection purposes. The Association further agrees after any inspection and upon notification by a representative of any agency, that any part of the Premises or the facilities are unsatisfactory, the Association will remedy the same at once.
- G. Water supply to the concession building will be turned on by approximately April 15 of each year. The Association may request to have water turned on prior to this date, but the Association will be responsible for maintaining heat to the concession building and will be responsible for the cost of any repairs needed due to damage by freezing temperatures. The Public Services Department will be responsible for testing the backflow preventer for the concession building.
- H. The Department reserves the right to permit and allow non-profit organizations to hold events and to otherwise conduct authorized activities at the Holiday Aquatic Center and Park and to permit the sale of food, beverages, novelties, etc., either directly or through the concessionaires of the Department's choice as incident to and in the course of such event or activity. The Association shall have the first right of refusal for providing concession services to events occurring on the fields within the Premises.

VII. Maintenance Responsibilities

- A. All requests for maintenance assistance from Public Services Department staff shall be submitted to the Public Services Department's Parks Maintenance Supervisor at least seven (7) days in advance, except in emergency situations. If less than seven (7) days notice is given in non-emergency situations, the Association shall pay the full cost of any overtime hours worked by Public Services Department staff, if applicable.
- B. The Public Services Department will provide an adequate number of containers for litter and will empty all containers on a regular basis. The Association is responsible for regularly picking up all litter and debris on the ground within the Premises and shall do so within forty-eight (48) hours upon receiving notice from the Department. If Public Services Department staff or contractor time is required to pick up litter within the Premises, the Association will be responsible for all related costs. The City will provide one (1) dumpster for use by the Association.
- C. Duplicate keys must be supplied to the Department's Superintendent of Recreation and Public Services Department's Parks Maintenance Supervisor for any lock used by the Association. If a lock is changed, keys must be made available immediately to the

Department's Superintendent of Recreation and Public Services Department's Parks Maintenance Supervisor. All alarm system codes and instructions for their use must be supplied to the Department. Any costs incurred by the City resulting from failure of the Association to comply with this provision shall be the sole responsibility of the Association.

- D. All roads and parking lots will be maintained by the Public Services Department. At no time shall any equipment or materials be stored in roads or parking lots by the Association.
- E. All grass within fenced field areas will be timely mowed by the Association in order to ensure the fields are usable as determined by the Association. All grass outside fenced field areas will be mowed by the Public Services Department on a regular basis. If additional mowing is needed outside fenced field areas, the Association will be responsible for keeping grass at the height required by the Association. The base paths will be the responsibility of the Association. All trimming, weed eating, and weed removal along fence lines and under and around scoreboards and bleachers shall be the responsibility of the Association and shall be performed as necessary in order to ensure compliance with West Des Moines Code section 4-4-2 (Nuisances Declared).
- F. At the request of the Association, the Public Services Department will fertilize all field areas once a year as part of its system-wide turf program. The purchase and application of additional fertilizer or seed shall be the responsibility of the Association, and application thereof shall require prior written approval of the Public Services Department.
- G. At the request of the Association, the Public Services Department shall spray all field areas for broadleaf weeds once a year as part of its overall system-wide weed control program. The purchase and application of additional pesticides/herbicides shall be the responsibility of the Association, and application thereof shall require prior written approval of the Public Services Department.
- H. Under no circumstances may the Association permit or contract for individuals or businesses to apply fertilizer, pesticides or herbicides to any public park lands without prior written approval from the Department Director. Contact information for all licensed applicators must be supplied to the Department prior to receiving written approval. Applicators will be required to provide detailed records for all applications of fertilizer, pesticides or herbicides on a form supplied by the Public Services Department.
- I. Except as provided herein, the Association, at its expense, shall care for, maintain, and keep in repair and in a safe and serviceable condition all structures, such as concession stands, scoreboards, batting cages, storage buildings, irrigation systems, fences, bleachers, dugouts, and benches which are used during Association sponsored activities. The Association, at its expense, shall be responsible for all maintenance and grooming of fields within the Premises. Fields shall be kept in reasonable playing condition with grass groomed, bases anchored in place, and fences in good repair. The fields shall be safe, level and well groomed and shall not hinder game play or favor one team or individual over another. Due to the fact that field conditions may be altered by factors such as changing weather conditions or prior game play, the decision to allow play shall fall under the control of umpiring officials. The Department shall have the right to inspect fields at any time. If deficiencies are found by the Department, the Department may override the decision of the umpiring officials, if deemed necessary, and cancel or

postpone any activity taking place on the deficient fields until deficiencies have been remedied.

If the Association does not comply with this section within forty-eight (48) hours of receiving notice of a deficiency from the Department, or a longer period of time if so warranted, the Department may make repairs and charge the Association for all City expenses incurred related to the repairs. Any failure by the Association to timely remedy deficiencies, after receiving proper written notice of the default(s), to the satisfaction of the Department shall constitute a default of this Agreement and the City may elect to terminate this Agreement, pursuant to Section XIII – Termination of this Agreement. Any damaged structure or equipment (except batting cage nets) must be reported to the Department’s Superintendent of Recreation within twenty-four (24) hours.

VIII. Tournaments

- A. All tournaments or other activities outside regular league play shall be communicated to the Department. The Association shall submit Tournament Communication Forms to the Department’s Superintendent of Recreation a minimum of thirty (30) days prior to the tournament or activity.
- B. The Association will be responsible for paying the City for support provided during tournaments, including but not limited to, trash removal and restroom cleaning/stocking. A fee will be charged for each occurrence of service provided. The rate per occurrence will be established by the Department by March 15 of each year.

IX. Improvements

- A. Any utility, field or structure additions, improvements or changes, paint colors, and facility naming requests must be submitted to the Department’s Superintendent of Recreation and approved by the Department Director, and if applicable, the City’s Parks and Recreation Advisory Board, the City’s Planning and Zoning Commission, and/or the City Council in advance.
- B. The Association shall not erect, post or exhibit signs within the Premises unless prior written approval is first given by the Department Director. All signs shall comply with the ordinances of the City and any rules and regulations adopted by the City’s Parks and Recreation Advisory Board or the Department. Any signs removed or taken down by the Association shall not damage any building or facility.
- C. The Association shall be solely responsible for acquiring at its own expense from corporate, federal, state, county, or local agencies or governmental units all permits for operations, improvements or changes.

X. Insurance Requirements

- A. The Association shall at its cost and expense, procure and maintain casualty and liability insurance for the full term of this Agreement, including any extensions to this Agreement. The insurance provider shall be authorized to do business in Iowa and shall have received a rating of A or better in the current Best's Rating Guide. The insurance provider shall certify in writing that any policy of insurance required herein with an aggregate limit of liability has not been reduced by paid or reserved claims at the time of issuance or renewal of the policy or certificate covering the operation or event.

B. The City shall be named as an additional insured under each policy or certificate. The original certificate of insurance shall be delivered to the City Clerk, City of West Des Moines, P.O. Box 65320, West Des Moines, Iowa 50265. A copy of the certificate shall also be submitted to the Department's Superintendent of Recreation for the Department's records. Each policy and certificate shall have endorsed thereon: "No cancellation of or change in this policy shall become effective until after forty-five (45) days written notice for reasons other than non-payment of premium or ten (10) days written notice for non-payment of premium by registered mail to: "City Clerk, City of West Des Moines, P.O. Box 65320, West Des Moines, Iowa 50265". The City shall also receive written notice from the Association's insurance carrier in the event that the policy is not renewed.

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

Property Damage Insurance	Not less than \$50,000
Worker's Compensation & Employers Liability	Statutory Requirements
Commercial General Liability	
General Aggregate Liability	\$2,000,000
Products Completed Operation Aggregate Limit	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Comprehensive Automobile & Motor Vehicle/Trailer	\$500,000 per occurrence
Liability Insurance for Vehicles Owned, Non-Owned	
or Rented and Underinsured and Uninsured	
Automobile & Vehicle Liability	
Medical Payments (Any One Person)	\$5,000
Legal Liability to Participants	\$5,000

C. Upon failure of the Association to furnish, deliver and maintain such insurance as above provided, this Agreement may, at the election of the City, be forthwith declared suspended, discontinued or terminated. Failure of the Association to procure and/or maintain the required insurance shall not relieve the Association from any liability under this Agreement, nor obligations of the Association concerning indemnification. All required insurance shall be in effect and continued during the full term of this Agreement, including any extensions to this Agreement.

D. The City recommends a blanket employee dishonesty policy which covers all Association officials, members, employees, agents, and volunteers who have access to assets of the Association.

XI. General Covenants, Policies and Conditions

A. All eligible residents of West Des Moines shall be permitted to participate in the program. The Association shall comply with all federal, state, and municipal equal opportunity laws and regulations prohibiting discrimination including adherence and compliance with the Americans with Disabilities Act (ADA).

B. The Association shall encourage all participants to abide by all federal, state, county, and city laws, ordinances and regulations including all regulations adopted and established

by the City Council, the City's Parks and Recreation Advisory Board, and the Department.

- C. Emphasis should be given in communications to participants that parking is to take place in lots designated for Association use only. There is to be no parking on grass or in non-designated parking areas.
- D. The Department Director reserves the right to cancel or postpone any activity or eject any person from the facility due to conflicts, disregarding of rules and regulations, adverse weather, or uncontrollable circumstances. Safety of the participants prevails.
- E. The City requires that all active coaches receive training for youth sports coaches as provided by the Association and reviewed and approved by the Department.
- F. The City requires that the Association run a check of the State of Iowa sex offender registry on all volunteers, coaches and employees of the Association at least once every year. The City also recommends that criminal background checks be performed on all volunteers, coaches and employees of the Association at least once every year.
- G. The City requires that the Association perform an annual participation satisfaction survey with all participants. Results of the survey shall be shared with the Department upon request or as part of the Association's annual report.

XII. Submittals

- A. The following shall be submitted to the Department's Superintendent of Recreation by March 15 of each year or prior to any Association activity taking place in Holiday Park:
 - (1) Roster of current officers' names, e-mail addresses and phone numbers.
 - (2) List of emergency contact names, e-mail addresses and phone numbers.
 - (3) Roster of coaches who have satisfactorily completed an approved training program for youth sports coaches.
 - (4) Schedule of Association activities.
 - (5) Current Association by-laws.
- B. In addition, the Association shall submit the required certificate of insurance to the City Clerk and Department's Superintendent of Recreation on an annual basis, prior to the expiration of the existing insurance policy. If the Association fails to do so, then upon written demand by the City or Department, the Association must provide the City or Department with the required certificate of insurance within five (5) business days of the date of the written demand. If the Association does not comply within five (5) business days, then the Association is in default of this Agreement. The Association is in default, according to the terms of Section X – Insurance Requirements, Paragraph B, if there is no insurance coverage at any given time during the term of this Agreement.
- C. An annual report shall be submitted by the Association to the Department's Superintendent of Recreation no later than March 15 of each year. The report shall include, but not be limited to, current participation figures, expenses and revenue, balance sheet, participation satisfaction survey results, and any facility improvement requests.

- D. The Association shall attend a regular meeting of the City's Parks and Recreation Advisory Board in March or April to present the annual report each year and also attend any other meetings requested by the Department Director.
- E. Minutes from all Association meetings shall be submitted to the Department or posted to the Association's website within ten (10) business days following the meeting at which the minutes are officially approved.

XIII. Termination

- A. At the expiration of this Agreement or any extension thereof, or sooner as hereinafter set forth, the Association shall surrender the Premises and all City property thereon, in as good condition as when taking possession by the Association.
 - (1) The Association may request to be relieved in whole or in part of any or all of the obligations of this Agreement for such stated periods of time as the City's Parks and Recreation Advisory Board and City Council may deem proper upon written application showing circumstances beyond the control of the Association warranting such relief. The City shall respond in writing authorizing or rejecting said request.
 - (2) Upon default by the Association of any of the terms and provisions of this Agreement, and following the recommendation of the City's Parks and Recreation Advisory Board and action taken by the City Council, this Agreement may be terminated or cancelled at the sole option of the City, provided, however, before termination or cancellation, the Department Director, shall give written notice to the Association, pursuant to Section XVI – Notices of this Agreement, by Certified Mail, with return receipt, or personal service specifying the default or defaults and stating the Agreement may be deemed by the City's sole judgment to be cancelled and forfeited ten (10) calendar days after giving of such notice unless such default or defaults are remedied within such time period. A longer time period to remedy a default may be granted by the Department Director in his or her sole discretion. A shorter time period to remedy a default may be deemed necessary by the Department Director in his or her sole discretion if the Department Director determines that the basis for the default has or will create an immediate hazard to any participants or spectators or has or will create a significant liability exposure to the City. The Department Director, in his or her sole discretion, may also direct the Association to immediately cease its activities related to this Agreement if the Department Director determines that an immediate hazard to any participants or spectators or a significant liability exposure to the City has or will exist. Any bankruptcy or insolvency proceedings by the Association shall, at the City's sole option, immediately terminate this Agreement without prior notice and the facility under the control of the Association shall vest with the City. Upon proper notice from the Department Director to the Association as herein provided, any default of this Agreement by the Association that is not timely cured or remedied shall constitute a material and substantial breach of this Agreement.
 - (3) If the City is required to expend any money to fulfill the terms, conditions and obligations of this Agreement, either during the term of this Agreement by reason of default or after termination of the Agreement, the City's Parks and Recreation Advisory Board, the City, or its assigns may pursue reimbursement of any costs directly from the Association, or may seek any legal or equitable remedy available, including costs and attorney fees occasioned by such action.

(4) The Association nor any one claiming by, through or under the Association, shall not have the right to file or place any Mechanic's Lien or other lien of any kind or character whatsoever, upon the Premises, facilities, or building controlled by the Association under this Agreement, and notice is hereby given that no contractor, subcontractor, or anyone else who may furnish any material, service or labor for any improvements, alteration, repairs or any part thereof, shall at any time be or become entitled to any lien thereon.

B. If this Agreement is terminated and is not extended, all infield material, fencing, light poles, buildings, dugouts, underground irrigation systems including controllers, and other fixed equipment shall remain the property of the City. No compensation will be paid by the City to the Association for the above improvements. Scoreboards, light fixtures, portable bleachers, portable batting cages, and non-fixed equipment shall be considered property of the Association, unless they were originally purchased by the City. In the event any equipment breaks or is in need of repair, the Association reserves the right to retire or replace the equipment. Upon termination of this Agreement, the City shall have the first opportunity to purchase Association property at fair market value as determined by a licensed appraiser paid for by the City. To determine fair market value, the Association shall have the right to accept this appraisal, pay for its own appraisal, and/or solicit qualified bids from other parties. The City shall be given an opportunity to match the appraisal amount, any bid amount, or a mutually agreed upon amount and have the first right to purchase the Association property. If the City determines it is not in the City's best interest to match the appraisal, bid, or negotiated amount in order to purchase the Association property, the Association shall then have the right to sell the property to another party and the obligation to remove the property from the Premises at the Association's expense. If any property is removed upon expiration of this Agreement, the Premises shall be restored to as good condition as existed upon commencement of this Agreement.

XIV. Dispute Resolution

Any concerns or questions regarding interpretation or application of the provisions of this Agreement shall first be submitted to the Department's Superintendent of Recreation. The Department Director, City Manager, members of the City Council or the City's Parks and Recreation Advisory Board may become involved in the resolution process. Upon mutual agreement of the parties, they may, but are not required to, seek to resolve any disputes by alternative dispute resolution methods prior to pursuing legal or equitable remedies.

XV. Release of Liability and Hold Harmless

A. The City and the Association hereby agree to indemnify and hold the other party, its elected officers, agents, employees, successors, and assigns, harmless from any and all claims, demands, actions, judgments, settlements, or other costs, including reasonable attorneys' fees, which the party may incur or sustain due to negligent, reckless, or willful conduct attributed to the party, related to the execution of this Agreement. For the purposes of this Section, "City" includes those persons described in Section I – Definitions, Paragraph A, as well as West Des Moines Water Works. As a condition of this Agreement, each party must provide the other party with prompt notice of any such claim, demand, or action and all necessary information and assistance so that the indemnifying party, at its option, may defend or settle such claim, demand, or action. In the event that any such claim, demand, or action is caused by the joint or concurrent

negligence of both parties, then the loss, expense, or claim shall be borne by each party in proportion to its respective negligence in causing said loss, expense, or claim.

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

XVI. Notices

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

For the City:
 Director of Parks & Recreation
 City of West Des Moines
 4200 Mills Civic Parkway
 West Des Moines, IA 50265

For the Association:

WEST DES MOINES GIRLS SOFTBALL, INC.

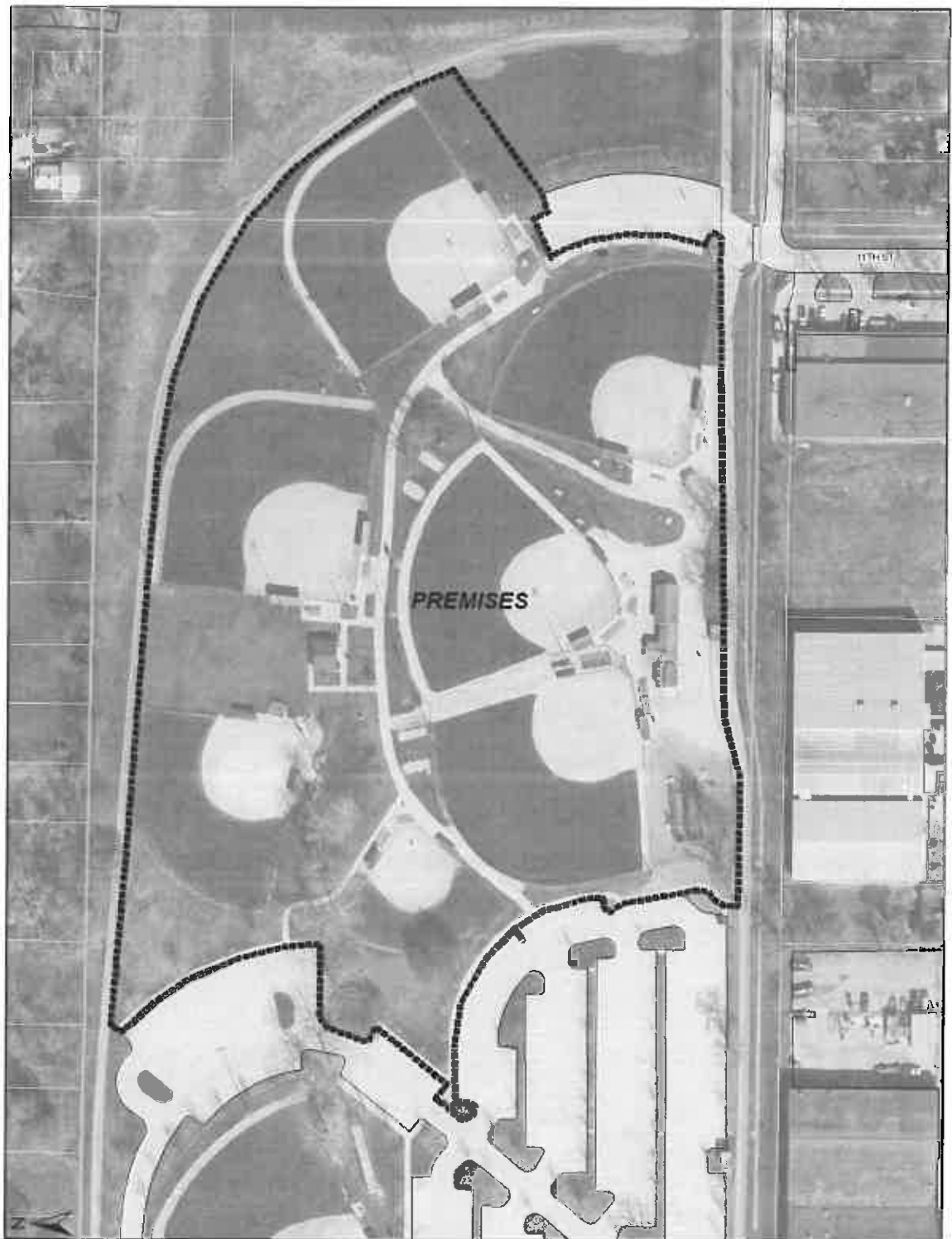
 Jason McArtor, President

CITY OF WEST DES MOINES

 Steven K. Gaer, Mayor

Attest:

 Ryan Jacobson,
 City Clerk



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

DATE: December 27, 2017

ITEM: Motion – Approval of Professional Services Agreement – Fairmeadows Park Water Quality Improvements

FINANCIAL IMPACT: Expense of \$9,900.00 to be paid from G/L account 660.000.000.5250.490. The total budget for the project is \$60,000. Funding will be provided through a combination of funds from Polk County and the City. Through the assistance of Polk County Supervisor, Angela Connolly, Polk County will be providing \$50,000 for the project split into two awards of \$25,000 each. The funding is intended to sponsor community projects related to improving water quality near the Walnut Creek Watershed. The City will contribute \$10,000 through the City's Stormwater User Fees.

BACKGROUND: The Council is asked to approve an agreement with LT Leon & Associates to provide design and construction services for water quality improvements at Fairmeadows Park. The improvements include construction of a bioswale to manage stormwater from the parking lot and soil quality restoration at the open playing fields. The project will also be incorporating native wetland plantings, compost grouting along the bank of the creek, and providing educational signage explaining the project.




The agreement with LT Leon & Associates is attached along with their proposal, scope of services, and schedule. The consultant 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 LT Leon Associates, Inc.

Lead Staff Member: David Sadler, Superintendent of Parks 

STAFF REVIEWS

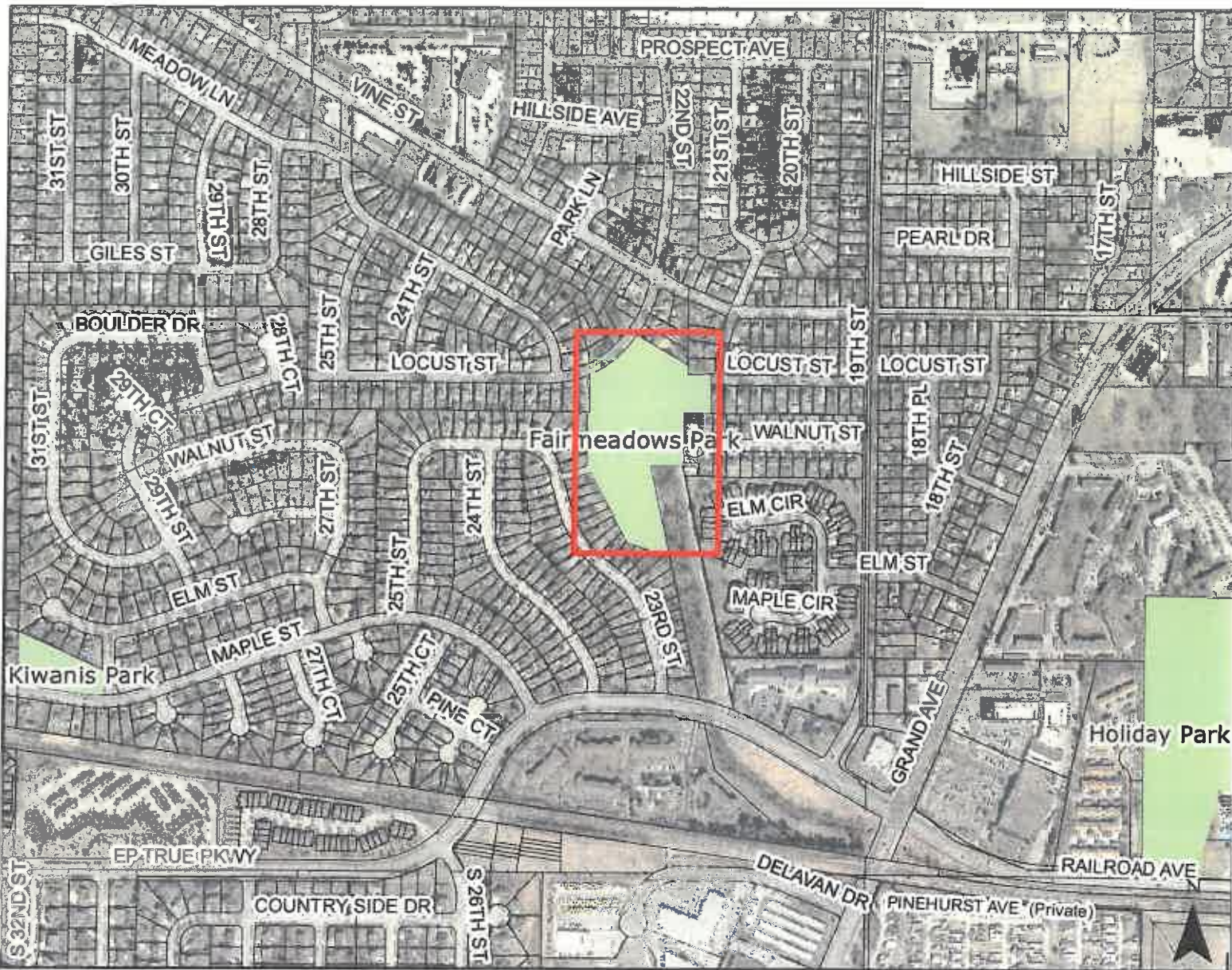
Department Director	Sally Orgies, Director of Parks and Recreation 
Appropriations/Finance	Tim Stiles, Finance Director 
Legal	Richard Scieszinski, City Attorney
Agenda Acceptance	

PUBLICATION(S) (if applicable)

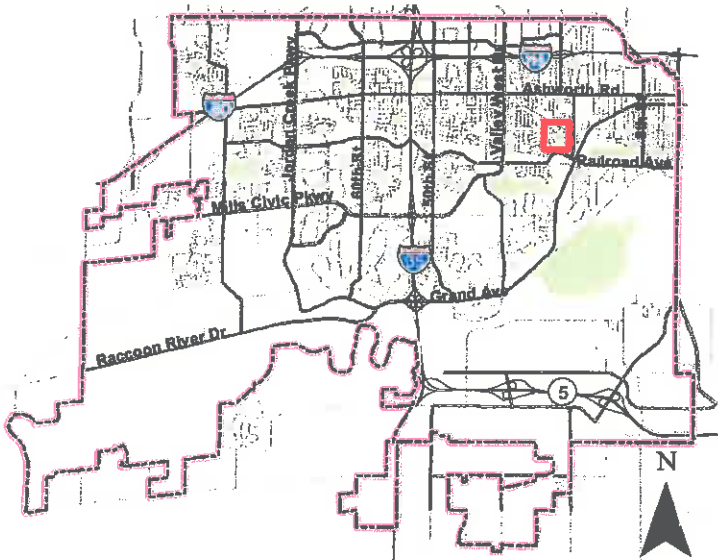
Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split



VICINITY MAP



LEGEND

- Project Location
- Park Boundary
- City Limit



PROJECT:	PSA - FAIRMEADOWS PARK WATER QUALITY
LOCATION:	FAIRMEADOWS PARK - 543 22ND STREET
DRAWN BY: MAA	DATE: 12/19/17
PROJECT NO.:	SHT. 1 of 1

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This Agreement is made and entered into this 27th day of December, 2017, by and between the CITY OF WEST DES MOINES, a municipal corporation, hereinafter referred to as "City", and LT Leon Associates, 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 FAIRMEADOWS PARK WATER QUALITY IMPROVEMENTS shall be as further described in ATTACHMENT A / EXHIBIT 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, including any authorized reimbursable expenses, pursuant to the Compensation set forth in ATTACHMENT A / EXHIBIT A listed under Fee Summary.

I. Basic Services of the Consultant \$9,900

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: LT Leon Associates, Inc.
 Attn: Luis Leon
 Address: 500 East Locust Street, Suite 400
 City, State: Des Moines, Iowa 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 1

SCOPE OF SERVICES

Included as Exhibit A – Scope of Services
provided by LT Leon Associated, Inc dated December 5, 2017

ATTACHMENT 2

PROJECT SCHEDULE

Task 1 – Topographic Survey	January, 2018
Task 2 – Soils Investigation	January, 2018
Task 3 – Preliminary Design	February, 2018
Task 4 – Final Design	March, 2018
Task 5 – Construction Administration	May - July, 2018



Professional Services Agreement

Parties:

This agreement is made between City of West Des Moines (the “Client”) and LT Leon Associates, Inc. (the “Engineer”) for services regarding the following Project:

Fairmeadows Park Water Quality Improvements – West Des Moines, Iowa

Scope:

The Engineer agrees to perform the following professional services in connection with the Project:

See Exhibit ‘A’ – Scope of Services

Compensation:

The Client agrees to compensate the Engineer for services rendered under this agreement as follows:

Lump Sum Fee: Nine Thousand Nine Hundred Dollars (\$9,900.00)

The attached Exhibit(s) and general conditions are a part of this agreement.

Offered By:
LT Leon Associates, Inc.

Accepted By:
City of West Des Moines

Luis T. Leon, P.E. (Date)
President

(Signature) (Date)

(Printed Name/Title)



Exhibit A – Scope of Services

December 5, 2017

Client: City of West Des Moines
ATTN: Kevin Conn
Parks and Recreation Department
PO Box 65320
West Des Moines, Iowa 50266-0320

Engineer: LT Leon Associates, Inc.
500 East Locust Street Suite 400
Des Moines, Iowa 50309
Attn: Luis Leon

Project Name/Location: Fairmeadows Park Water Quality Improvements
West Des Moines, Iowa

Project Description:

The Fairmeadows Park Water Quality Improvements project at Fairmeadows Park includes a bioswale to manage stormwater from the parking lot and soil quality restoration at the open playing fields.

LT Leon will provide design services and construction administration for the bioswale and soil quality restoration.

Basic Services of the Engineer:

The Engineer shall consult on a regular basis with the Client to clarify and define the Client's requirements for the Project and review available data. The Client agrees to furnish to the Engineer full information with respect to the Client's requirements, including any special or extraordinary considerations for the Project or special services needed, and also to make available pertinent existing data. The Engineer shall provide the following basic services in regard to the Project:

TASK #1 – Topographic Survey

1. Complete a topographic survey for the bioswale area. The survey shall include the following within the proposed survey limits:
 - a. Ground contours at one foot contours.
 - b. Locations of known utilities.
 - c. Existing paved surfaces and other key features and landscaping.

TASK #1 SUBTOTAL = \$500



TASK #2 – Soils Investigation

1. Conduct two soil test borings (10 feet deep), laboratory testing (includes 2 grain size analysis tests), and engineering analysis. A written report will be prepared. This will be completed by subconsultant Allender Butzke Engineers.

TASK #2 SUBTOTAL = \$2,900

TASK #3 – Preliminary Design

1. Attend kick-off meeting with Client.
2. Prepare preliminary design drawings.

Deliverables:

- Plan Sheets – Site Layout, Utility, Grading, Erosion Control, Planting, and Construction Details. Provide in electronic AutoCAD and PDF format.
3. Planting materials, seed mixes, and locations for plantings will be provided by the Client.
 4. Prepare draft quantity estimate and opinion of probable cost.
 5. Prepare draft specifications. Client will provide standard specifications sections and template.
 6. Coordinate with Client as necessary via phone and email.
 7. Attend review meeting with Client.

TASK #3 SUBTOTAL = \$3,000

TASK #4 – Final Design

1. Prepare final construction documents and specifications. Incorporate Client comments into final plans.

Deliverables:

- Specifications in WORD or PDF format.
 - Final quantity estimate and opinion of probable cost.
 - Construction Plan Sheets – Site Layout, Utility, Grading, Erosion Control, Planting, and Construction Details. Provide in electronic AutoCAD and PDF format.
2. Coordinate with Client as necessary via phone and email.

TASK #4 SUBTOTAL = \$1,500

TASK #5 – Construction Administration

1. Assist Client with bidding process. Attend bid opening. Prepare bid tabulation.
2. Respond to contractor questions.
3. Prepare addendum, ASI, and RFI, and submittal review and responses.
4. Attend preconstruction meeting.
5. Attend up to three construction progress meetings as requested during construction.
6. Visit site up to five additional times to observe construction progress. Prepare observation reports.
7. Conduct site visit to develop punchlist items.
8. Conduct site visit to verify that punchlist items have been completed

TASK #5 SUBTOTAL = \$2,000



Fee Summary

The Client agrees to pay the Engineer the following NOT TO EXCEED FEE, based on the Engineer's 2017 Schedule of Fees:

ITEM	FEE
1. Topographic Survey	\$ 500
2. Soils Investigation	\$ 2,900
3. Preliminary Design	\$ 3,000
4. Final Design	\$ 1,500
5. Construction Administration	\$ 2,000
TOTAL LUMP SUM FEE	\$ 9,900

Project Schedule

The time of completion of the design and engineering services under this Agreement shall be as follows unless otherwise agreed upon by both parties in writing:

ITEM	# of Days from Notice to Proceed
1. Topographic Survey	15
2. Soils Investigation	30
3. Preliminary Design	45
4. Review Meeting	45
5. Final Design	90

Notes

1. Client shall provide Engineer with all relevant background data, including available survey data, existing permit requirements, geotechnical reports, and previous engineering plans and calculations for the project area.
2. Submittal, permit and review fees are not covered under this proposal.
3. LT Leon bills monthly. Payment is expected within 30 days of statement date.
4. In the event additional services beyond the aforementioned scope of services are requested by the Client, LT Leon will provide services on an hourly basis or as an additional stipulated lump sum.
5. Upon initiation of Additional Services requested by the Client, LT Leon may submit in writing to the Client, a Contract Amendment to be executed by both parties which defines the scope of Additional Services and the corresponding fees.



2017 Schedule of Fees

<u>Classification</u>	<u>Hourly Rate</u>
Principal Engineer.....	\$120
Project Engineer.....	\$100
Engineer-in-Training.....	\$85
Engineering Technician.....	\$80
Administrative Assistant.....	\$50

<u>Reimbursable Expenses</u>	<u>Rate</u>
Mileage.....	\$0.535 per mile
Postage.....	1.15 x cost
Printing.....	1.15 x cost
Plotting – Bond.....	\$0.30/sq.ft.
Photocopies.....	\$0.05 each
Filing Fees, Permit Fees, etc.....	1.15 x cost
Materials/Supplies.....	1.15 x cost



GENERAL CONDITIONS

1. PARTIES AND SCOPE OF WORK

LT Leon Associates, Inc. (hereinafter referred to as "LT Leon") shall perform professional services as set forth in LT Leon's proposal, the Client's acceptance thereof and these General Conditions. Unless otherwise stated in writing, the Client assumes sole responsibility for determining whether the quantity and the nature of the professional services ordered by the Client is adequate and sufficient for the Client's intended purpose. The ordering of professional services from LT Leon shall constitute acceptance of the terms of LT Leon's proposal and these General Conditions.

2. SCHEDULING OF WORK

LT Leon will perform professional services with due and reasonable diligence consistent with sound professional practices. If LT Leon is required to delay commencement of professional services or if, upon embarking upon its professional services, LT Leon is required to stop or interrupt the progress of its professional services as a result of changes in the scope of the professional services requested by the Client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of LT Leon, additional charges will be applicable and payable by Client.

3. ACCESS TO SITE

Client will arrange and provide such access to the site as is necessary for LT Leon to perform professional services. LT Leon shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its professional services or the use of its equipment; however, LT Leon has not included in its fee the cost of restoration of damage which may occur. If Client desires or requires LT Leon to restore the site to its former condition, upon written request LT Leon will perform such additional professional services as is necessary to do so and Client agrees to pay LT Leon the cost thereof.

4. CLIENT'S DUTY TO NOTIFY

Client represents and warrants that Client has advised LT Leon of any known or suspected hazardous materials, utility lines and pollutants at any site at which LT Leon is to do professional services hereunder, and unless LT Leon has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, Client agrees to defend, indemnify and save LT Leon harmless from all claims, suits, losses, costs and expenses, including reasonable attorney fees as a result of personal injury, death or property damage occurring with respect to LT Leon's performance of its professional services and resulting to or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof was not revealed to LT Leon by Client.

5. STANDARD OF CARE

LT Leon's professional services will be performed in accordance with this agreement and with generally accepted principles and practices. In performing its professional services, LT Leon will use that degree of care and skill ordinarily exercised under similar circumstances by members of its profession.

6. LIMITATION OF LIABILITY

In recognition of the relative risks and benefits of the Project to both the Client and LT Leon, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of LT Leon to the Client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorney fees and costs, and expert witness fees and costs, so that the total aggregate liability of LT Leon to the Client shall not exceed \$50,000 or LT Leon's total fee for services rendered on this project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law. Client acknowledges that LT Leon is a corporation and agrees to make any claim arising out of or relating to the Project against LT Leon only and not against any of LT Leon's directors, officers, employees or agents.



7. PRICING ESTIMATES

LT Leon has no control over the costs of labor, materials, equipment, over contractors' methods of determining bid prices, or over competitive bidding, market or negotiation conditions. Accordingly, LT Leon cannot and does not warrant or represent that bids or negotiated prices will not vary from any established budgetary constraints. Client may perform its own cost analysis or retain its own cost consultant and shall be solely responsible for the accuracy and preparation of cost estimates at each appropriate state of the Project.

8. ADDITIONAL SERVICES

Client may request or it may become necessary for LT Leon to perform Additional Services in order to further the objectives of the Project. Notwithstanding any other description of Basic or Additional Services, any services which Client requests LT Leon to perform after final payment has been made to the contractor(s) or more than sixty (60) days after the Project has been certified to be substantially complete shall be considered Additional Services. Any modifications or changes requested by Client inconsistent with Client's prior approval(s) shall be considered Additional Services. Additional Services shall be billed at LT Leon's normal hourly rates and Client shall pay such charges above and beyond any charges for Basic Services set forth in the Proposal.

9. TERMINATION

This Agreement may be terminated, by either party, upon giving seven days prior written notice. In the event of termination, LT Leon shall be compensated by the Client for all services performed up to and including the termination date, including reimbursable expenses, and for the completion of such services, records and reports as are necessary to place LT Leon's files in order and/or protect its professional reputation.

10. PAYMENT

Client shall be invoiced as professional services are completed and reported, at LT Leon's option, either monthly or at the end of the Project. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing within said thirty (30) days at the rate of

eighteen (18) per cent per annum (or the maximum interest rate permitted under applicable law) until paid. Client agrees to pay LT Leon's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney fees. LT Leon shall not be bound by any provision or agreement requiring or provide for arbitration of disputes or controversies arising out of this Agreement and provision, wherein LT Leon waives any rights to a mechanics' lien, or any provision conditioning LT Leon's right to receive payment for its professional services upon payment to Client by any third party. These General Conditions are notice, where required, that LT Leon shall file a lien whenever necessary to collect past due amounts. Failure to make payment within thirty (30) days of invoice shall constitute a release of LT Leon from any and all claims which Client may have, either in tort or contract, and whether known or unknown at the time.

11. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This Agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.

12. INDEMNIFICATION

The Client shall indemnify and hold harmless LT Leon Associates, Inc. and all of its directors, officers, employees and agents from and against any and claims, damages, losses and expenses (including reasonable attorney fees) arising out of or resulting from the performance of professional services, provided that any such claim, damage, loss or expense is caused in whole or in part by the negligent act, omission, and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except LT Leon) or anyone for whose acts any of them may be liable.

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

DATE: December 27, 2017

ITEM: Motion – Approval of Professional Services Agreement – Marketing Services

FINANCIAL IMPACT: Expense not to exceed \$34,500 to be paid from available funds in the Parks (405) operating budget.

BACKGROUND: The Council is asked to approve an agreement with Red Dot Advertising & Design located in West Des Moines for professional services necessary to prepare a marketing plan and materials. The initial focus will be on developing information on major quality of life projects, such as the Five Waters Project and Library projects, for the upcoming Local Option Sales Tax (LOST) referendum in Polk County. All materials produced under this agreement cannot be campaign materials and will be informational only. The plan and materials will be created in such a way that they will also be used to communicate information about park projects to possible public/private partners (private donors, grant programs, etc.).

The scope includes strategic planning, creation of a messaging platform and case statement(s), and development of a brand/logo/slogan and marketing tool kit. The tool kit will include a brand style guide, project web page, social media templates, PowerPoint template, and literature system. Work will begin immediately following Council approval. All informational materials will be available for use by February 1, 2018.

The agreement with Red Dot Advertising & Design is attached along with their proposal. Red Dot Advertising & Design was selected following a Request for Proposal process. Nine proposals were received from a variety of local, Iowa, and out-of-state marketing firms. These proposals were scored by staff and a member of the Parks and Recreation Advisory Board with a background in marketing. The two top-scoring firms were then interviewed by the same staff and Board member. Red Dot Advertising & Design was ultimately selected for their thorough and engaging written proposal, understanding of the project and scope, ability to meet a short timeframe, work examples (one being the City of Johnston's recent brand identity), pricing, "chemistry" experienced during the interview, and location within West Des Moines.

OUTSTANDING ISSUES: None

RECOMMENDATION: That the City Council approve the agreement Red Dot Advertising & Design.

Lead Staff Member:

Sally Orgies, Director of Parks & Recreation 

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	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

- 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: Red Dot Advertising & Design
 Attn: Todd Schatzberg
 Address: 112 Fifth Street
 City, State: West Des Moines, IA 50265

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

PROJECT SCHEDULE

**Outlined within Proposal with Marketing Toolkit materials
being available on February 1, 2018**

SCHEDULE OF FEES

\$34,500 (not to exceed)



November 22, 2017

Sally Ortgies
Director of Parks & Recreation
City of West Des Moines
4200 Mills Civic Parkway, Suite 2B
West Des Moines, IA 50265

Dear Sally,

Thank you for the opportunity to submit this proposal for creating an integrated marketing plan. We are honored to be considered for the initiative and are eager to help make the Five Waters Project a reality with our marketing expertise.

As you requested, our response contains information about Red Dot, including our experience with similar projects, as well as an introduction to our team. In addition, we have included budgetary considerations based on the deliverables outlined in the RFP.

We believe that our experience working with municipalities, our depth of knowledge developing branded campaigns, and our strategic approach to creative problem solving make us an ideal fit for the City of West Des Moines Parks and Recreation.

Again, thank you for taking the time to review this proposal. We appreciate the opportunity to share our capabilities. We look forward to partnering with you to help your organization make a positive impact in our remarkable city and across our proud state.

Thank you and best regards,

A handwritten signature in black ink that reads "Todd Schatzberg".

Todd Schatzberg
Principal
Red Dot Advertising + Design
515.279.0712
todd@reddotad.com



advertising
+ design **Red dot**



PROPOSAL



SAY HELLO TO RED DOT

Red Dot is an integrated branding, communications, advertising and design company located in West Des Moines, Iowa. Founded in 2001, our philosophy is to approach communications as both a strategic and creative exercise. Our internal process enables us to evaluate communications needs, map the appropriate message, and execute disruptive creative that is right on target.

COMPANY OVERVIEW

At Red Dot, we know that the most effective integrated solutions connect the dots — your brand to your target markets, and your brand experience to increased affinity from your target markets. As an independent strategic branding and advertising company, we stake our livelihood on it every day.

Whether we're involved in developing your organization's overall marketing plan, or we're simply asked to provide specific capabilities such as research, strategy, branding, advertising, public relations, website design or media planning — we pride ourselves on giving our clients work that solves their problems and gets results.

Our goal in working with the city of West Des Moines Parks and Recreation Department is to develop a long-term partnership that will enable us to help nurture the city of West Des Moines and expand your visibility through the Five Waters Project.

AREAS OF FOCUS

Our focus is on making strategic connections between our clients and their audiences. We have experience helping business-to-business and business-to-consumer companies — as well as non-profits — develop marketing messages and materials that set them apart in the marketplace.

Our strength, however, is our ability to put a brand to work. And we make brands work hard. Because, for the City of West Des Moines Parks and Recreation Department, we want to do more than simply raise awareness about the Five Waters Project.

We aim to create a campaign that engages and educates potential donors and organizations that award grants by inspiring them to help create a signature outdoor experience for West Des Moines and all of Central Iowa.

We want to position the project as a leading edge recreational destination for tourism, a retention and recruitment tool for employers and a resident's reason to live here. Together with your team, we'll create messages that motivate people to take action — whether by awarding the project a grant, making a donation to the capital campaign or supporting the efforts by sharing on social media.

CAPABILITIES

BRANDING

- Brand Analysis
- Strategic Planning
- Brand Platform
- Company Identity
- Naming
- Logo Design
- Tagline Development

INTEGRATED COMMUNICATIONS

- Advertising Campaigns
- Public Relations
- Social Media
- Writing + Editing
- Marketing Strategies
- Product Launches
- Event Promotion

ADVERTISING & GRAPHIC DESIGN

- Design
- Environmental Design
- Packaging
- Photography
- Illustration
- Writing

DIGITAL + MEDIA SERVICES

- Web Development
- Blog Development
- E-blasts
- E-newsletters
- Surveys
- Media Planning + Placement
- Digital + Video

RESEARCH

- Audience Analysis
- Branding Research
- Competitive Analysis
- Image and Advertising Research
- Positioning Research
- Customer Perceptions Analysis
- Customer Profiling
- Customer Satisfaction
- Employee Attitude and Satisfaction
- Market Segmentation



OUR ASSIGNMENT

The City of West Des Moines Parks and Recreation Department is seeking proposals to provide marketing services related to the Five Waters Project. The City is seeking a creative, yet systematic and thorough approach that will provide effective communication to be used in fundraising and grant writing efforts.

GOALS

- > Increase the probability of being awarded grants.
- > Develop and roll out a cohesive fundraising effort with the new campaign.
- > Build awareness through marketing efforts to execute on an all-encompassing theme.

AUDIENCES

- > West Des Moines residents
- > Visitors to the community
- > Corporate donors

RED DOT PARTNERSHIP

RED DOT ENGAGEMENT PROCESS

We firmly believe that this is one of the most important aspects of the agency/client partnership. We begin with an assessment that helps us evaluate what is needed to determine the direction our partnership will take. Because we have a diverse group of clients, each with unique needs, we work differently with each company. That's why we take time to get to know you up front.

- 1. DEFINE THE SCOPE** – Key team members meet to determine project parameters.
- 2. CHEMISTRY CHECK** – A phone call or meeting with the extended team to begin the learning/relationship process.
- 3. KNOWLEDGE SEEKING** – Key Red Dot team members research the industry and conduct interviews with client stakeholders to better understand the culture and the category.
- 4. MILESTONES** – Members of the day-to-day team create a document that defines timelines and expectations for each project, and maintain an ongoing conversation about the relationship.



RED DOT PARTNERSHIP AT WORK

At Red Dot, our clients benefit from the strategic capabilities of a large firm (research, branding, competitive analysis) with the attention of a dedicated team of creative experts. From start to finish your Red Dot/West Des Moines Parks and Recreation team lives your brand and looks for creative ways to help you solve marketing problems – all while watching your budget.

We have a history of transforming perceptions. And we do it efficiently. That's because our small size makes us nimble and flexible, which helps us maximize your budget. And when our clients require expertise in web development, digital outreach, inbound marketing or media planning and buying, we tap into our network of experts and put them to work for you. All the while, we remain your primary point of contact, coordinating between your team, our team and their team to accomplish your goals.

RED DOT TEAM

Located in the heart of Historic Valley Junction, Red Dot has a team of eight full-time employees that have more than 150 years of combined experience. In addition, there are six employees currently residing in West Des Moines. We know the area quite well and have first-hand experience as residents of West Des Moines. From schools to soccer, baseball to public swimming pools, Raccoon River Park and more, we play a unique role in providing audience insights while utilizing our marketing experience to reach your goals. Meet the team selected to manage and support your needs.

TODD SCHATZBERG – **Creative Leadership**

Todd Schatzberg has honed his skills as a strategic thinker, branding expert and talented designer during his 18 years in the advertising industry. During his career, Todd has developed effective and memorable marketing campaigns and brands for a wide range of clients from startup firms to Fortune 500 companies, including Maytag, Pella, and The Principal. He is also proud of his agency's championship and team support of Reggie's Sleepout, an annual benefit for homeless youth. Using his extensive branding experience, Todd has launched new brands and helped large companies strengthen their presence. After starting Red Dot in 2001, Todd has grown it into a highly respected, versatile advertising and design studio.

Todd's role in the Five Waters Project includes monitoring strategic planning and overseeing creative development to ensure client satisfaction.

PAM GILLASPEY – **Brand Strategist**

Pam Gillaspey has more than 20 years of marketing and strategic brand leadership, previously serving as an account director at one of Iowa's largest advertising agencies. She joined Red Dot in 2010 to focus on building strategy into all client initiatives. Pam's portfolio spans all media and disciplines, and her insightful strategic thinking provides a strong track record in client ROI. Her brand vision has been a guiding force in creating and evolving brands like CoOpportunity Health, City of Johnston, Ethanol, Maytag, McDonald's, National Pork Producers, NAPA, Pella and YSS. She has served on many volunteer boards including Ronald McDonald House Charities and Des Moines Swimming Federation.

As Brand Strategist, Pam will manage the strategic development of the Five Waters Project, and will work with your team to create the go-to-market plan.



DESIREE FLETCHER-CARUTHERS - Public Relations Specialist

For more than 15 years, Desiree Fletcher-Caruthers has been helping organizations tell their unique stories to national and international media and target audiences as both a public relations professional and a corporate spokesperson. Desiree's portfolio of experience spans the corporate, agency and franchise landscapes. She has implemented both business-to-business and business-to-consumer strategies and programming for organizations like Anytime Fitness, Maytag, Pella and Ruan Transportation. A strong believer in the ability of public relations and social media to complement and strengthen any brand, she is poised to help clients elevate their market presence. Desiree is also heavily involved in a faith-based Van Ministry that delivers food items and basic necessities to individuals in need and without transportation.

For the Five Waters Project, Desiree will develop and execute Public Relations strategies and tactics, as well as handle social media and digital outreach.

GINA ADAM - Director of Brand Voice

Gina Adam brings more than 20 years of copywriting and brand-building experience to Red Dot clients. A smart conceptual thinker, creative writer and donut aficionado, Gina has worked at several prominent agencies in Iowa and was most recently a partner at her own firm. During her career, she has helped develop engaging brand personalities, launch breakthrough products and create award-winning campaigns for clients such as Hy-Line International, Lennox Industries, HON, Kemin Industries, Kum & Go, Allied Insurance, ARAG Group, Maid-Rite and more. Her non-profit work includes writing and event promotion for United Way of Central Iowa, the Des Moines Music Coalition, Primary Health Care, The Boy Scouts of Central Iowa and more. She also serves on the Board of Directors for the Historic Valley Junction Foundation.

Gina will use the messaging pillars developed for the Five Waters Project and bring them to life by creating a distinct brand voice for all communications outreach.

JASON FLOOG - Creative Director

Jason Floog began his advertising career in 1995. He worked as a design director at a central Iowa agency for almost nine years and spent three years as an associate creative director with another Des Moines firm. In 2006, Jason joined Todd Schatzberg as a creative partner in Red Dot. Jason is a versatile, experienced designer. From major product launches and public health awareness campaigns, to campaigns for inner-city youth centers and a public university, Jason has consistently proven his talent for brand development and his ability to adapt to a variety of clients. Jason's work has been recognized and published both locally and nationally.

Leading the design team for the Five Waters Project, Jason will create eye-catching visuals and graphics using illustrations and photography to deliver on your messaging.

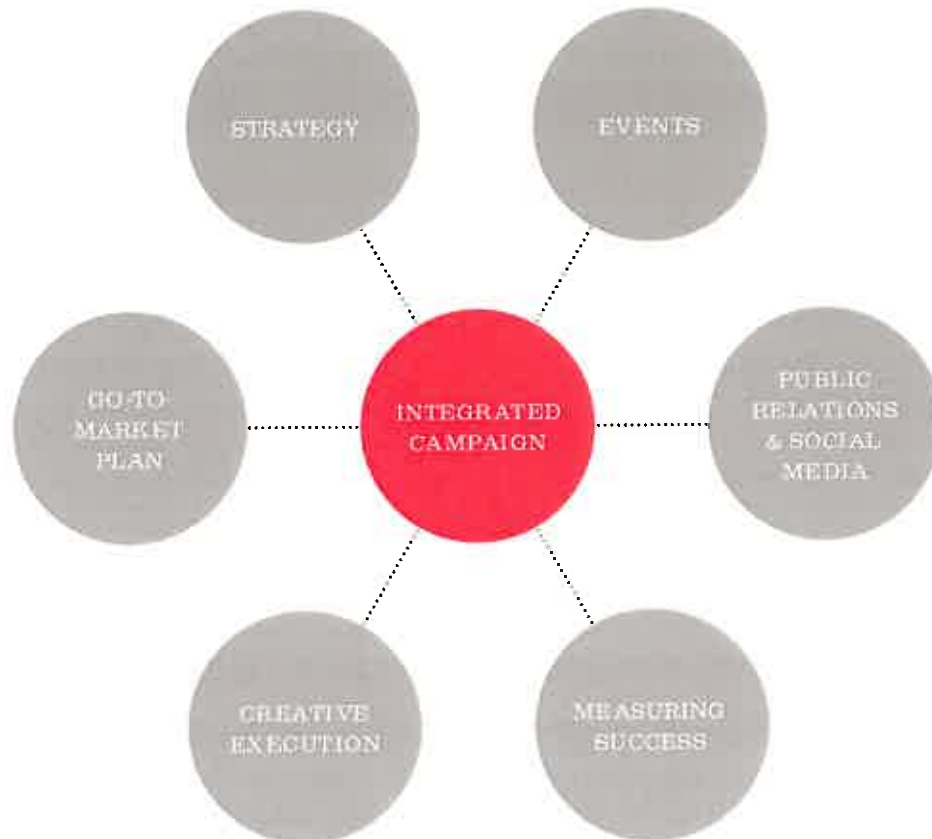


GO-TO-MARKET PLANNING AND EXECUTION

INTEGRATED STRATEGY AND CAMPAIGN PROCESS

Red Dot has a process for every project, whether it's designing a logo, writing a public relations plan or executing an integrated marketing campaign. We start with the core – the essence – of your organization. We want to find a connection. We want to know what makes you tick. What makes your organization unique. So, we work closely with you, connecting the dots between your city's core attributes, the target markets' desires and the competitions' deficiencies to position you perfectly.

In the case of the City of West Des Moines, we would start by developing a multi-year plan to promote the many benefits of developing the Five Waters Project. The plan will include campaign goals and objectives, as well as tactics for reaching your target audiences. In addition, the plan will identify key metrics that define success for the campaign.





Building the Strategy

The first step in the process is to define the needs of the plan. We will tap into the breadth of knowledge from the Five Waters Project committee to share information that will help lay the groundwork to build the plan. Depending on your specific needs, the groundwork may include the following: team exploratory discussions, goal setting and establishing metrics.

Audience Analysis

Creating a demographic profile of the audience is key to understanding and reaching the right targets. What motivates them? How do they like to receive information? Why would they consider supporting you? We uncover insights about your audience that will help position the Five Waters Project to connect emotionally with your target. These insights will also guide the tone and messaging, and be used in your targeted communication.

Messaging

Key messages will be developed to support the Five Waters Project. They are the support pillars that hold up the positioning of the project to build a consistent, meaningful story. This messaging platform will be tailored to deliver relevant benefits for each target audience.

Case Statement

Once the messaging platform is complete, Red Dot will go to work assisting the City with developing two concise documents that demonstrate the needs, those that have been met, and the potential achievements made possible by additional financial resources.

- > An Internal Case Statement document will serve as a foundation for grant applications and promotional efforts.
- > An External Case Statement document that can be tailored for specific audiences identified during the planning process.

Creating the Plan

The second step of our process is to develop a strategic plan for the campaign, ensuring we connect with the target audiences throughout. This includes researching and aligning partnerships, media and public relations to engage throughout the year.

The campaign will position the City of West Des Moines as a progressive city, continually striving to meet the emerging needs of residents and visitors, providing high quality parks and recreation facilities.

Initiatives that may come out of the plan include:

- > Media plan and tactics
- > Public relations strategies
- > Ongoing media relations and social media concepts
- > Direct mail/email/digital outreach campaign tactics



Master Creative Brief

Once the positioning is determined, we couple it with the approved strategy to develop a creative brief. The brief provides inspiration and direction for the creative team. Based on insights from the brief, we develop creative elements that bring your brand to life. The output includes essential tools for unveiling the Five Waters Project campaign.

Execution

Once the creative brief has been approved by you, we will commence putting all strategies and tactics into motion. Throughout the process, we'll work hand-in hand with your internal team to define the most efficient way to develop visuals, graphics and other materials to support the campaign.

Logo

Using insights from the creative brief, we will develop a Five Waters Project logo that will deliver on Five Waters brand promise. We'll also provide a visual representation of color palettes.

Tagline [Slogan]

Based on the output from the positioning, we'll develop a tagline that is unique and delivers the core essence of the Five Waters Project.

Brand Concepts

Based on information from the creative brief, we develop brand campaign concepts. Brand concepts demonstrate proposed brand voice, selected fonts, recommended iconography, images and colors that are designed to engage and move your audience into action. Here you'll see examples of headlines, collateral spreads and other sample executions of your brand at work.

Brand Style Guide

A brand standards guide is an output from the brand concepts. It's a document that consolidates key messaging points for company-wide use. It also includes graphic identity (color palettes, logo usage guidelines, fonts, photography rights and format guidelines) to ensure consistency in presentation of the brand.

Marketing Tool Kit

The marketing tool kit will include not only the Brand Style Guide, but also the following:

- > Project web page
- > Social media templates
- > Power point template
- > Literature system



Additional Execution Deliverables

Additional outreach materials, which may include a video, digital ads, print ads and various other collateral materials identified in the plan.

Measuring Success

There are many approaches to measuring Return on Investment (ROI) or Return on Marketing Investment (ROMI) when it comes to marketing. At Red Dot, we start by discussing campaign objectives and we look at various benchmarks to determine expectations based on dollars invested. Return on Objectives (ROO) is an approach that delivers what the campaign set out to do, and in some cases, this is as far as it goes. We can also track impressions, click rates, calls, responses and increased followers. Aligning funding goals and marketing goals takes the discipline of an organization to work collaboratively to define success.

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EXPERIENCE



RED DOT EXPERIENCE

ECONOMIC DEVELOPMENT AND COMMUNITY OUTREACH

Our team has participated in a variety of city and community outreach branding and marketing assignments, both locally and statewide. We understand that the branding of a city, event or recreation facilities must address its relationship with citizens and visitors, and it must connect with the unique value that the city/event offers the community.

Some city and community outreach clients we have worked on include:

City of Johnston

Red Dot partnered with the City of Johnston to help create a new brand identity that aligns with their economic growth goals of business and community development. We conducted a series of research initiatives (including focus groups, surveys and interviews) with Johnston residents, workers and business owners. The insights gained provided a solid path for informing and developing a new brand position that would emotionally resonate with all constituencies.

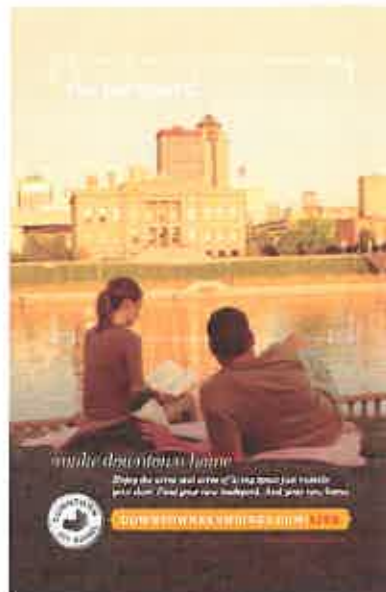
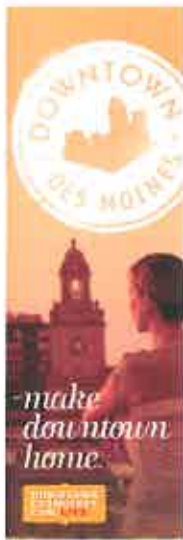
Once the research was analyzed and presented, Red Dot created a logo, tagline and message strategy that played to the city's strengths and differentiators. The result is a fresh new identity that holds on to the heritage of the Johnston script while demonstrating the ever-changing nature that allows the people of Johnston to Thrive. Every Day. The logo changes with the seasons, making it engaging and interactive with all that the city of Johnston offers.





Downtown Community Alliance

The Downtown Community Alliance (DCA) is a non-profit organization dedicated to promoting everything that is good about Downtown Des Moines. Their goal is to develop and maintain a vibrant city center – one that draws people to its nightlife, restaurants, shopping and arts scene. Red Dot has helped the DCA on numerous projects including brand development, outdoor, newspaper, radio and online advertising. The goal of all our work for the DCA is to capture the vibrant energy of a bustling and eclectic downtown – where there is always something interesting and new to be experienced.





Downtown Farmers' Market

The Downtown Farmers' Market is arguably the best weekly event in Central Iowa – from food and music to arts and crafts. It's been growing for decades and, because it has been such a huge success for the City of Des Moines, surrounding communities have now begun hosting their own markets.

Red Dot helped the DCA distinguish the Downtown Farmers' Market by developing a unique brand. The campaign of street banners, print ads, wearables and merchandising was well received throughout the community and helped to elevate the status of the market. People responded to the increased visibility. The market did well. Oh, and the illustrations have won a bushel of awards, too.

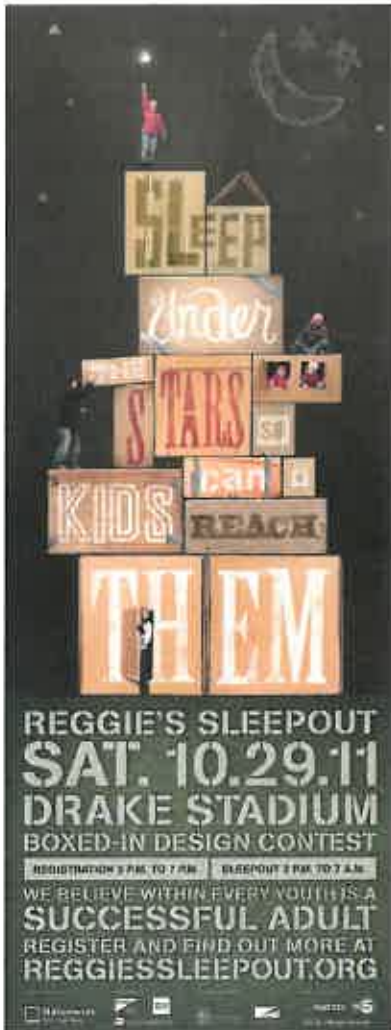




Reggie's Sleepout

We're very proud of our association with Reggie's Sleepout – an annual event to secure funds for programs for the Iowa Homeless Youth Center. Without this important outreach, hundreds of kids in the Des Moines area would go to bed cold and hungry every night.

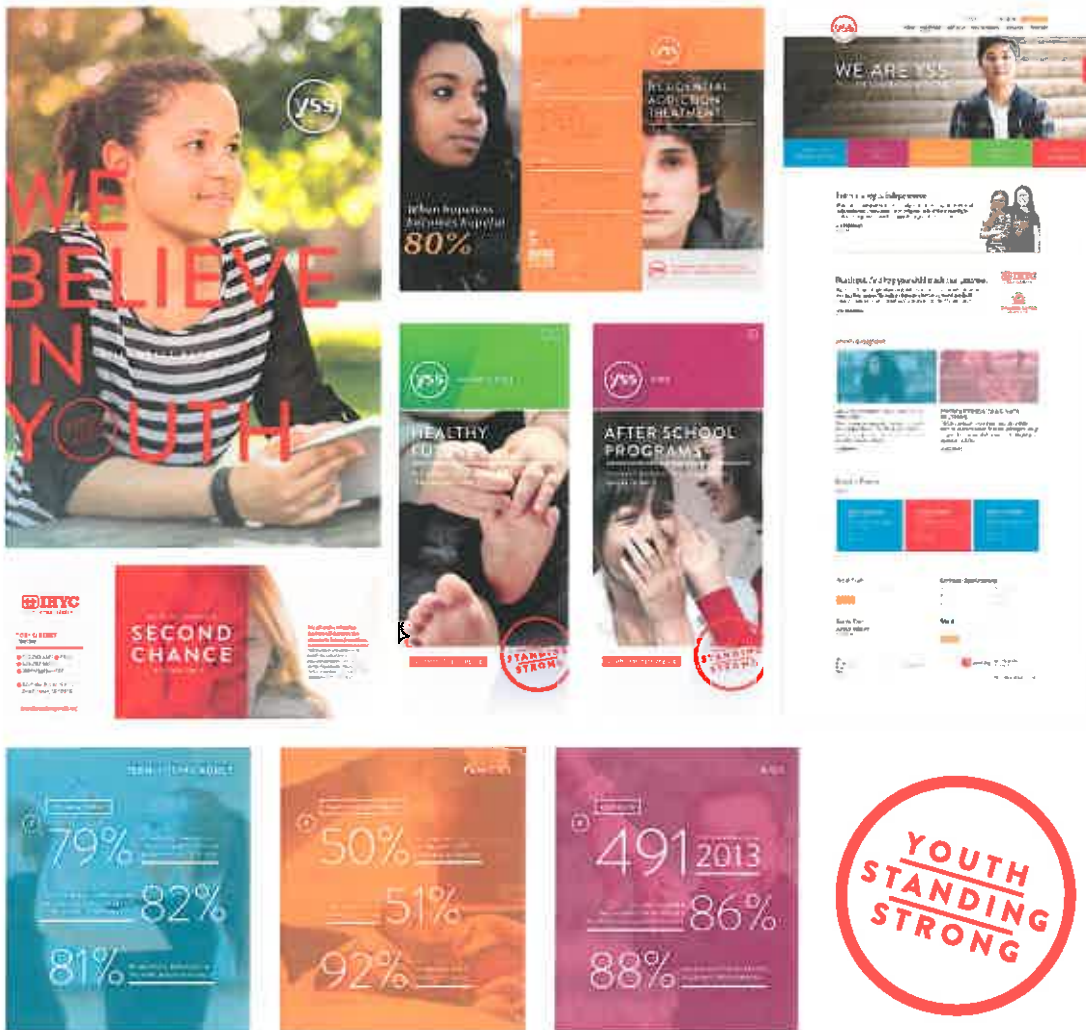
Red Dot has played an instrumental role in the event by developing the brand and publicizing it. In the six years since the beginning, the fundraiser has provided more than \$600,000 to help support community outreach. We are continually amazed by the commitment of the staff and volunteers that support Reggie's Sleepout, as well as the resilience of the kids helped by the programs it funds. We find that we get back far more than we could ever give.





YSS

In addition to working with Reggie's Sleepout, we recently rebranded YSS, formerly Youth and Shelter Services, and created a campaign theme: Youth Standing Strong. We structured their website and created a better user experience, not only for donors to navigate, but also to align services with each audience segment. Additionally, we created a literature system that supports their services by audience.





CoOpportunity Health

CoOpportunity Health was launched as Iowa and Nebraska's only nonprofit health insurance CO-OP. Created by a provision of the Affordable Care Act (ACA – often known as Obamacare), which allows companies to set up consumer-owned and -operated plans. CoOpportunity Health was among the first wave of companies to apply and be approved for funding. CoOpportunity Health engaged Red Dot Advertising & Design in the spring of 2013 to support development and execution of an integrated brand awareness and marketing campaign for pre-launch educational activities and the open enrollment period.

The umbrella campaign objective was to create brand awareness and generate leads to support overall membership goals to be achieved during the open enrollment period from October 1, 2013 – March 31, 2014. With help from the marketers at CoOpportunity Health, in just eight months we established a real presence in the Iowa and Nebraska insurance market.

We started with an educational campaign in June, using targeted digital banners to reach various business and consumer markets. Then we developed an ambitious go-to-market plan for the launch. A website, digital banner ads, videos, a traveling booth for events like RAGBRAI and the Hispanic Festival, a large installation at the Iowa State Fair, a comprehensive credit union program, product literature, sponsorship, outdoor, transit, print ads, radio and TV.

On October 1, the first day that the new health exchanges opened, our media program hit. Radio and TV went online in Iowa and Nebraska; print ads hit newspapers; busses and bus shelters went live; and CoOpportunity Health began welcoming members. The campaign was a roaring success despite the well-publicized failings of healthcare.gov, which was the primary sell-point for CoOpportunity Health.



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COST ESTIMATES



ESTIMATED INVESTMENT

Red Dot has a flat fee rate of \$100/hour. Hours are estimated for each initiative and billed for actual hours expended. We scope initiatives and give a range to every project to ensure that there are no surprises if the scope of the project shifts. Our invoicing schedule is custom for each client we serve. We simply ask that payment be made within 30 days of invoice receipt. Red Dot pre-bills all hard costs associated with advertising outreach and production services that are more than \$10,000.

Red Dot services include: Account management, concept, copywriting, creative direction, design, editing, illustration, photo shop, planning, project management, research and strategy.

The budget ranges listed will be adjusted once project details are defined.

STRATEGY // + BRANDING DELIVERABLES

Strategic Planning	\$2,500 – \$3,500
> Analysis and consultation	
Creating the Case Statement	\$4,000 – \$4,500
> Messaging platform	
> Case statement documents (2)	
Visual, Voice and Vibe	\$13,000 – \$14,000
> Brand concept (copy tone and design)	
> Logo	
> Tagline (slogan)	
Marketing Tool Kit	\$15,000 – \$18,000
> Brand style guide	
> Project web page with potential video	
> Social media templates	
> PowerPoint template	
> Literature system	
TOTAL BUDGET:	\$34,500 – \$40,000

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REFERENCES



RED DOT REFERENCES

Eddie Mauro

President and CEO

UIG

Des Moines, IA

Phone: 515.343.5026

Email: emauro@uigusa.com

Named the agency of record for UIG a few years ago, the Red Dot team first worked to develop a unique brand position and logo for “the agent’s agency.” Now we manage several ongoing projects for our client—from website design and sell sheets, to advertising copywriting and design. In addition, our PR expert authors monthly e-newsletters and handles all social media outreach.

Paul Nilles

Executive Vice President

GC3

West Des Moines, IA

Phone: 515.267.2490

Email: paul.nilles@gc3builders.com

Our work with GC3 began when the company renamed itself several years ago. Since then, we’ve developed effective communications tools for adjusters (internal) and outreach to customers (external) by creating collateral pieces, a website and more. Our PR team also assists with e-news blasts and social media.

Teresa McLaughlin

Communications

Iowa Workforce Development

Des Moines, IA

Phone: 515.725.4074

Email: teresa.mclaughlin@iwd.iowa.gov

Our relationships with clients last. We began working with Teresa McLaughlin at CoOpportunity and she brought us to the table when she moved to Iowa Workforce Development. For both clients, we developed strategic branding and design that aimed to set them apart in their categories.



Andrew Allen

CEO

YSS

Ames, IA

Phone: 515.291.5684

Email: aallen@yss.org

Red Dot has been working with IHYC for years, promoting Reggie's Sleepout. We also recently guided YSS (IHYC's sister organization) through a rebranding effort when Andrew Allan stepped into the role as CEO. Together with their leadership team, we carved out a powerful, uplifting brand, which included a website update and robust collateral system.

THANK YOU.

We appreciate the opportunity to present our capabilities, and we look forward to your decision. We're confident that with your knowledge and insight and our strategic thinking and creative, we will work together to develop a motivating campaign for the Five Waters Project that raises awareness and funds.

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

DATE: December 27, 2017

ITEM: Motion – Approval of Agreement Amendment – City Campus Amphitheater

FINANCIAL IMPACT: Additional expense of \$116,600 plus reimbursable expenses to be paid from funds budgeted in the City Campus Amphitheater CIP account (0510 096 2017).

BACKGROUND: The Council is asked to approve an amendment to an existing agreement with Confluence for additional design services for the Amphitheater proposed to be located on the City Campus next to the pond and east of City Hall. Under a previously approved agreement dated July 10, 2017, Confluence is contracted to complete Site Survey (Part 1), Schematic Design/Design Development (Part 2) and Sound Study/Noise Mitigation Options (Part 4). The consultant is currently working on these tasks. With the donation from Microsoft earlier this year and other potential donations, staff is now recommending to add Construction Documents (Part 3) at \$87,400 and Construction Administration (Part 5) at \$29,200 to the existing agreement.

The amendment to the agreement with Confluence is attached along with their original proposal and a scope of services.

OUTSTANDING ISSUES: None

RECOMMENDATION: That the City Council approve the agreement amendment with Confluence

Lead Staff Member: David Sadler, Superintendent of Parks

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

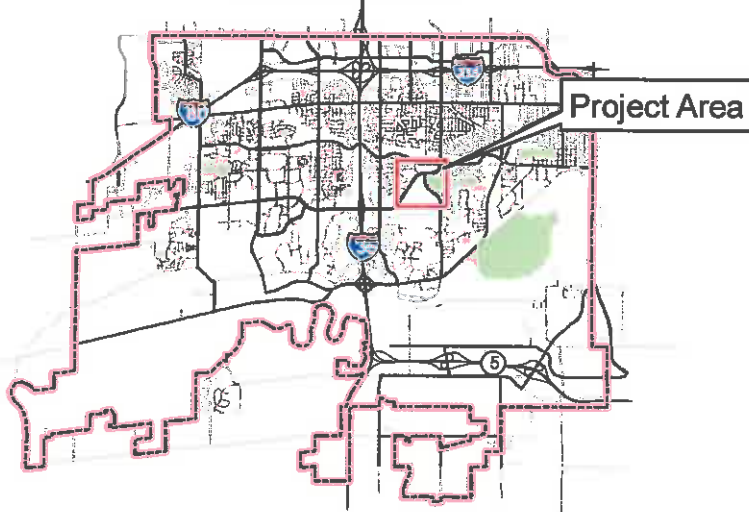
Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split



VICINITY MAP



LEGEND

 Project Location



PROJECT:

AMPHITHEATER - AMENDMENT TO PSA

LOCATION:

CITY CAMPUS

DRAWN BY: **MAA**

DATE: **12/19/2017**

PROJECT NO.: -

SHT. 1 of 1

**AMENDMENT NO. 1
TO THE AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES**

This AMENDMENT is made and entered into this 27th day of December, 2017, by and between the CITY OF WEST DES MOINES, a municipal corporation, hereinafter referred to as "City", and Confluence (Fed. I.D. # 42-1475404), a professional corporation incorporated and licensed under the laws of the State of Iowa, party of the second part, hereinafter referred to as "Consultant", HEREBY AMENDS THE ORIGINAL Agreement dated July 10, 2017 as follows:

1. SCOPE OF SERVICES

Services as described in the Agreement for the CITY OF WEST DES MOINES AMPHITHEATER shall be as amended as follows:

- I. Add Part Three (3): Construction Documents – as further described in original proposal dated July 6th, 2017
- II. Add Part Five (5): Construction Observation – as further described in original proposal dated July 6th, 2017

2. SCHEDULE

The schedule as described shall be amended as follows: No Change

3. COMPENSATION

In consideration of the additional professional services provided, the City agrees to pay the Consultant the additional fee to increase the original fee NOT-TO-EXCEED, including any authorized reimbursable expenses, pursuant to the ARTICLE 3: FEES AND EXPENSES.

- I. Part Three (3): Construction Documents – \$87,400
- II. Part Five (5): Construction Observation – \$29,200

This AMENDMENT is subject to all provisions of the original agreement. This AMENDMENT together with the Agreement represents the entire and integrated AGREEMENT between the City and Consultant, as executed on the date written above

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

July 6th, 2017

Sally Ortgies, Parks and Recreation Director
City of West Des Moines
4200 Mills Civic Parkway
West Des Moines, Iowa 50266

Re: An Agreement for the Provision of Professional Services
City of West Des Moines Amphitheater, Confluence #17144

Dear Ms. Ortgies:

Confluence, hereinafter referred to as the Consultant, subject to the approval and acceptance of this agreement by the City of West Des Moines, hereinafter referred to as the Owner, agrees to provide Professional Services to the Owner as set forth below:

- A. **PROJECT NAME:** City of West Des Moines Amphitheater
- B. **PROJECT DESCRIPTION:** Provide the Owner Architectural, (Ask Studios) Civil Engineering, (Larson Engineering) Structural Engineering, (Raker + Rhodes) Survey and Stage Programming and Design (McClure Engineering) and Landscape Architectural and site planning (Confluence) services from schematic design through construction observation, based upon the following understanding of the project:
1. The Conceptual design created in early 2016 will serve as the basis for design.
 2. Project budget is anticipated to be just over 2 million dollars.
 3. The Project's developed site area is approximately 10 acres in size.
 4. The Stage will be a key component in the design of the site and will be iconic in nature.
 5. This will be a phase one project many utilities will be stubbed to the locations and terminated.
 6. Construction is anticipated to begin in the Spring of 2018.

ARTICLE 1: SCOPE OF SERVICE:

1. Part One: Site Survey: (Provided by McClure Engineering)
 - 1.1 Will include all physical features that fall within the project area including, but not limited to; ground, break lines, sidewalks, roadways, curb and gutter, water edge, buildings, flower beds, and trees over 6" diameter.
 - 1.2 McClure will submit a request to Iowa One Call. If utilities exist on site they will be located and depicted on the survey.
 - 1.3 This project will utilize remote sensing technology on board the McClure Engineering Small Unmanned Aerial System (SUAS). They will obtain high-resolution still frame photography as a resolution not more than 1" pixel resolution. They will use the imagery to calculate ground surface locations as well as produce a high-resolution ortho-photo image for use in the design of the project.
 - 1.4 McClure will prepare a drawing at a suitable scale depicting the results of the field survey. Drawing will include all public and private utility information with associated ASCE quality levels as located as part of step 1.1 (above).
2. Part Two: Schematic Design / Design Development
 - 2.1 Adjust existing conceptual design to match the site survey.
 - 2.2 The Design team will work with the City of West Des Moines to develop a public engagement process
 - 2.2.1 One day of stakeholder meetings with groups involved with the project to review the concept drawings and provide feedback.

- 2.2.2 Stakeholder meetings will be followed by an open house style meeting at City Hall to review concepts and receive public feedback.
 - 2.2.3 Once a final design has been determined, Confluence will repeat the meetings with stakeholders and the general public to get final feedback and review the design intent with all interested parties.
 - 2.3 Develop a minimum of two concepts for the Stage structure.
 - 2.3.1 Work with the City and McClure Engineering to develop stage programming needs
 - 2.3.2 Work with Modus Engineering to understand lighting needs
 - 2.3.3 Understand the site setting and maximize the benefits that the site allows us.
 - 2.3.4 Work with Raker +Rhodes to think through structural needs of each design.
 - 2.3.5 Design team will consider how Art can be included in any design concepts.
 - 2.3.6 Work with Confluence and Larson Engineering to make sure site and utility demands are met.
 - 2.3.7 Produce sections and renderings of the stage for review by the City.
 - 2.4 Refine conceptual design to reflect stage design and adjustments.
 - 2.5 Meetings with Owner and other City staff to review options and select a preferred option to move forward the design with.
 - 2.6 Prepare design development drawings showing location of site elements, materials, products and cost assistance.
 - 2.7 Based on Owner-approved direction from schematic design, prepare design development drawings that address:
 - 2.7.1.1 Stage Design / Architecture
 - 2.7.1.2 Structural Design
 - 2.7.1.3 Layout and Grading Plans
 - 2.7.1.4 Pollution Prevention Plan (Larson Engineering)
 - 2.7.1.5 Proposed materials
 - 2.7.1.6 Site details
 - 2.7.1.7 Outline Specifications
 - 2.7.1.8 Lighting Plan (Modus Engineering and Confluence)
 - 2.7.1.9 Utility plan, prepared by Consultant's Civil Engineer (Larson Engineering)
 - 2.7.1.10 Planting plan
 - 2.8 Meetings with Owner and other City staff to review progress drawings.
 - 2.9 Design team will complete a probable cost opinion.
 - 2.10 Design Team will provide updated graphics for the owner to use in continued fund-raising efforts.
 - 2.11 These documents shall be reviewed by the Owner, with any comments and minor revisions occurring in this phase. Any Owner/ Architect directed changes that significantly modify Owner-approved direction from schematic design would be deemed extra services and billed on an hourly basis. Consultant will identify any perceived extra services prior to proceeding with work.
 - 2.12 Upon Owner approval of design development site documents, the Consultant will proceed into Construction Documents.
 - 2.13 Meetings and coordination with Owner, as needed.
3. Part Three: Construction Documents
- 3.1 The Consultant shall prepare the following Construction Documents:
 - 3.1.1 Architectural Drawings (Stage)
 - 3.1.2 Structural Drawings
 - 3.1.3 Site Preparation Plan
 - 3.1.4 Site Layout Plan
 - 3.1.5 Site Grading Plan
 - 3.1.6 Site Utility Plan (storm sewer, sanitary sewer and water main only)
 - 3.1.7 Site Lighting Plan (Modus and Confluence)
 - 3.1.8 Site Pollution Prevention Plan (Larson Engineering)
 - 3.1.9 Site Planting Plan
 - 3.1.10 Site Irrigation Plan (Confluence)
 - 3.1.11 Site Details
 - 3.1.12 Site Specifications

- 3.2 Meetings with City staff and development of City Submittals as necessary to meet requirements for approval.
 - 3.3 These documents shall be reviewed by the Owner, with any comments and minor revisions occurring in this phase. Any Owner/ Architect-directed changes that significantly modify Owner-approved direction from design development will be deemed extra services and billed on an hourly basis. Consultant will identify any perceived extra services prior to proceeding with work, whenever possible.
 - 3.4 Design team will complete an updated probable cost opinion.
 - 3.5 Meetings and coordination with Owner, as needed.
4. Part Four: Acoustics Study and Recommendations
- 4.1 Phase 1 – Measurements and modeling
 - 4.1.1 Receive and review site plan and building drawings.
 - 4.1.2 Visit the site on one occasion to meet with the Owner and Confluence to discuss the likely uses, noise concerns, and the noise criteria.
 - 4.1.3 While on site, perform 24-hour detailed sound measurements, at up to four (4) locations along the property lines, to gain a representative sampling of the noise levels near the facility. This data provides an assessment that describes the A-weighted ambient noise levels as averaged over one hour intervals (Leq).
 - It is the owners' responsibility to provide staff to show us the applicable property lines and help select measurement locations.
 - ABD will make every effort to schedule the measurements during favorable weather conditions (no precipitation and wind speeds less than 11 mph) when snow is not present on the site. In the event that we arrive at the site and access is not available or the weather does not cooperate, we will notify you at once and return at another time at our standard hourly rate.
 - 4.1.4 Return to our office to download the noise data and analyze the information.
 - 4.1.5 Use the site plan and proposed amphitheater designs, along with the data collected on site to develop a computer model of the site.
 - 4.1.6 Use the computer model to predict the sound propagation from the amphitheater and noise exposure levels to the community, and compare our findings with the existing noise levels on the site.
 - 4.1.7 Prepare and submit a report of our findings.
 - 4.1.8 Meet with owner and Confluence by teleconference to discuss our findings, and potential mitigation options.
 - 4.2 Phase 2 – Mitigation recommendations
 - 4.2.1 Identify noise mitigation options that will reduce the overall community noise exposure levels. Assuming that noise mitigation measures are available and feasible, we will identify conceptual options for reducing noise levels.
 - 4.2.2 Submit a report describing our findings and noise mitigation recommendations. If appropriate, our report will include partial specifications for noise control products and sketches of noise control designs.
 - 4.2.3 Meet with the Owner and Confluence by teleconference to review and discuss our report.
 - 4.2.4 Be available by phone or email for questions or clarifications regarding our report.
 - Our acoustical recommendations are provided in the form of written reports, written partial specifications, sketches, or marked-up copies of drawings. We do not provide for construction drawings related to acoustical design aspects of our work. We may be able to provide guidance with respect to the costs for some acoustical finishes and products; however, budgetary cost estimating must be performed by others.
5. Part Five: Construction Observation
- 5.1 Meetings with the Owner, Architect, and Contractor, as needed.
 - 5.2 Site visits, preparation of progress reports, responses to RFI's and generation of punch lists.
 - 5.3 Preparation of revisions and general coordination with the Project Team.

EXCLUSIONS

1. Soil Borings, Site Signage Design, Branding, Traffic study, mechanical design of site features (future restrooms), and public street plan and profile drawings.

ARTICLE 2: OWNER'S RESPONSIBILITIES:

1. The Owner shall establish the guidelines for the project and shall provide general background information needed for analysis.
2. Fees for services of special consultants (structural, sustainable, soils, hydraulic, etc.) if required beyond the Scope of Services proposed herein, shall be paid for by the Owner if authorized in advance.

ARTICLE 3: FEES AND EXPENSES:

1. We propose to perform the services described in Article 1: Scope of Services: Part One, on a Lump Sum basis. The Lump Sum is Six Thousand six hundred and forty Dollars (\$6,640).
2. We propose to perform the services described in Article 1: Scope of Services: Part Two on a Lump Sum basis. The Lump Sum is Eighty-Three Thousand Seven Hundred Dollars (\$83,700).
3. We propose to perform the services described in Article 1: Scope of Services: Part Three on a Lump Sum basis. The Lump Sum is Eighty-Seven Thousand Four Hundred Dollars (\$87,400).
4. We propose to perform the services described in Article 1: Scope of Services: Part Four on a Lump Sum basis. The Lump Sum is Nineteen Thousand Five Hundred Dollars (\$19,500).
5. We propose to perform the services described in Article 1: Scope of Services: Part Five, on a Lump Sum basis. The Lump Sum is Twenty-Nine Thousand Two Hundred Dollars (\$29,200).
6. Total Contract Amount: \$226,440
7. Reimbursable expenses, including travel, long-distance telephone, and printing are not included in the services fee. Expenses will be billed in accordance with the rates shown on the attached rates and expenses schedule.
8. If the project is suspended for more than three (3) months, or abandoned in whole or in part, this firm shall be paid their compensation for services performed prior to receipt of written notice from the Architect/Owner of such suspension or abandonment, together with reimbursable expenses then due and all terminal expenses resulting from such suspension or abandonment.

ARTICLE 4: TIME OF PERFORMANCE:

1. We propose to process this work in a timely and expeditious manner to meet the Owner's timetable.

ARTICLE 5: EXTRA WORK AND CONTINUATION OF SERVICES:

1. If, during the progress or upon completion of the work outline in the Scope of Services in this agreement, the Architect/Owner finds it desirable or necessary to cause this Consultant to perform additional services other than those outlined in the Scope of Services, the hourly schedule and reimbursable expense schedule may apply or a project fee may be negotiated.

ARTICLE 6: SUCCESSOR'S AND ASSIGNMENT:

1. The Owner and this firm each binds itself, partners, assigns and legal representatives to the other party to this agreement and to the partners, successors, assigns and legal representatives of such other party in respect of all covenants of this agreement.

ARTICLE 7: CONTRACT CONFORMANCE:

1. If there is a conflict between this document and the agreement between the Architect and the Owner, the Architect's agreement with the Owner shall govern.

Sally Ortgies
July 6th, 2017
WDM AMPHITHEATER / #17144 - PAGE 5 OF 5

ARTICLE 8: FORM OF AGREEMENT:

1. The return of one (1) copy, signed and dated in the spaces provided, will constitute your acceptance of this proposal and provide authority for proceeding to accomplish this work.

Sincerely,
Confluence

Offered by:
Confluence

Accepted by:
City of West Des Moines

(signature) (date)

Matthew O. Carlile, Principal

(printed name/title)

(signature) (date)

Sally Ortgies, City of WDM. Parks and Recreation Director

(printed name/title)

EXHIBIT 'A'
CONFLUENCE
STANDARD HOURLY RATES

Senior Principal	\$160.00 - \$200.00 per hour
Principal	\$140.00 - \$185.00 per hour
Associate Principal	\$130.00 - \$160.00 per hour
Associate	\$110.00 - \$150.00 per hour
Senior Project Manager	\$100.00 - \$140.00 per hour
Project Manager	\$90.00 - \$110.00 per hour
Senior Landscape Architect	\$90.00 - \$110.00 per hour
Landscape Architect	\$80.00 - \$100.00 per hour
Senior Project Planner	\$90.00 - \$110.00 per hour
Planner II	\$80.00 - \$100.00 per hour
Planner I	\$70.00 - \$90.00 per hour
Landscape Architect-In-Training	\$70.00 - \$90.00 per hour
Landscape Architect Intern	\$60.00 - \$75.00 per hour
Draftsperson	\$50.00 - \$75.00 per hour
Graphic Designer	\$70.00 - \$90.00 per hour
Clerical / System Staff	\$42.00 - \$70.00 per hour

REIMBURSABLE EXPENSES

Filing Fees	1.15 x cost
Long Distance Telephone Calls	1.15 x cost
Materials and Supplies	1.15 x cost
Meals and Lodging	1.15 x cost
Mileage	\$.535 per mile
Postage	1.15 x cost
Printing by Vendor	1.15 x cost
B/W Photocopies/Prints 8½ x 11	\$.05 each
B/W Photocopies/Prints 11x17	\$.09 each
Color Photocopies/Prints 8½ x 11	\$.65 each
Color Photocopies/Prints 11x17	\$1.50 each
Large Format Plotting - Bond	\$2.50/SF
Large Format Plotting - Mylar	\$4.50/SF
Large Format Plotting - Photo	\$5.00/SF
Compact Discs	\$2.50 each
Booklet Binding (cover, coil, back)	\$4.50 each
Foam Core	\$8.00 each
Easel Pads	\$32.75 each
Electronic Files	\$50.00 Each
Online Meeting Service	\$35.00 Each

Effective 1/1/2017

GENERAL CONDITIONS

- 1. PARTIES AND SCOPE OF WORK:** Confluence (hereinafter referred to as "Confluence") shall perform professional services as set forth in Confluence's proposal, the Client's acceptance thereof if accepted by Confluence, and these General Conditions. "Client" refers to the person or business entity ordering the professional services to be done by Confluence. The Client shall designate representatives who are authorized to make all decisions on the Client's behalf when requested to do so by Confluence. If the Client is ordering professional services on behalf of another, the Client represents and warrants that the Client is the duly authorized agent of said party for the purpose of ordering and directing said professional services. Unless otherwise stated in writing, the Client assumes sole responsibility for determining whether the quantity and the nature of the professional services ordered by the Client is adequate and sufficient for the Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom the Client transmits any part of Confluence's work. Confluence shall have no duty or obligation to any third party greater than that set forth in Confluence's proposal, Client's acceptance thereof and these General Conditions. The ordering of professional services from Confluence shall constitute acceptance of the terms of Confluence's proposal and these General Conditions.
- 2. SCHEDULING OF WORK:** Confluence will perform professional services with due and reasonable diligence consistent with sound professional practices. If Confluence is required to delay commencement of professional services or if, upon embarking upon its professional services, Confluence is required to stop or interrupt the progress of its professional services as a result of changes in the scope of the professional services requested by the Client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of Confluence, additional charges will be applicable and payable by Client.
- 3. ACCESS TO SITE:** Client will arrange and provide such access to the site as is necessary for Confluence to perform professional services. Confluence shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its professional services or the use of its equipment; however, Confluence has not included in its fee the cost of restoration of damage which may occur. If Client desires or requires Confluence to restore the site to its former condition, upon written request Confluence will perform such additional professional services as is necessary to do so and Client agrees to pay Confluence the cost thereof.
- 4. CLIENTS DUTY TO NOTIFY LANDSCAPE ARCHITECT:** Client represents and warrants that he has advised Confluence of any known or suspected hazardous materials, utility lines and pollutant at any site at which Confluence is to do professional services hereunder, and unless Confluence has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits. Client agrees to defend, indemnify and save Confluence harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to Confluence's performance of its professional services and resulting to or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof was not revealed to Confluence by Client.
- 5. RESPONSIBILITY:** Confluence's professional services shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. Confluence shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. Confluence's professional services or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents. Confluence has no right or duty to stop the contractor's work.
- 6. STANDARD OF CARE:** Confluence's professional services will be performed in accordance with this agreement and with generally accepted principles and practices. In performing its professional services, Confluence will use that degree of care and skill ordinarily exercised under similar circumstances by members of its profession.
- 7. LIMITATION OF LIABILITY:** Should Confluence or any of its professional employees be found to have been negligent in the performance of its professional services, or to have made and breached any express or implied warranty, representation or contract, Client, all parties claiming to have in any way relied upon Confluence's professional services agree that the maximum aggregate amount of the liability of Confluence, its officers, employees, agents, and sub-consultants shall be limited to \$_____.
- Initials: CONFLUENCE _____ CLIENT _____
- 8. PRICING ESTIMATES:** Neither Confluence nor Client has any control over the costs of labor, materials, equipment, over contractors' methods of determining bid prices, or over competitive bidding, market or negotiation conditions. Accordingly, Confluence cannot and does not warrant or represent those bids or negotiated prices will not vary from any established budgetary constraints. Client may perform its own cost analysis or retain its own cost consultant and shall be solely responsible for the accuracy and preparation of cost estimates at each appropriate stage of the project. Confluence will cooperate and work closely with any cost consultant to help ensure that the project can be constructed within any appropriate budgetary constraints.
- 9. ADDITIONAL SERVICES:** Client may request or it may become necessary for Confluence to perform Additional Services in order to further the objectives of the project. Whenever reasonably possible, Confluence will notify Client in advance of Confluence's intention to perform the particular Additional Service, and Client's failure to instruct Confluence not to perform the Additional Service shall be considered Client's acquiescence to the performance of the Additional Service and agreement to pay for it. Notwithstanding any other description of Basic or Additional Services, any services which Client requests Confluence to perform after final payment has been made to the contractor(s) or more than sixty (60) days after the project has been certified to be substantially complete shall be considered Additional Services. Any modifications or changes requested by Client inconsistent with Client's prior approval(s) shall be considered Additional Services. Confluence shall be entitled to rely on the accuracy of any drawings or other information supplied to it by Client, its employees, representatives or other consultants, and any services necessitated because of an error or omission in any drawing or other information supplied by Client, its employees, representatives or other consultants shall be an Additional Service. Additional Services shall be billed at Confluence's normal hourly rates, and Client shall pay such charges above and beyond any charges for Basic Services set forth in the Proposal.
- 10. CONSTRUCTION ADMINISTRATION:** Confluence shall have no responsibility for construction administration unless explicitly described in the Proposal. If construction observation services are performed, Confluence shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the construction work, for any defects, deficiencies or other acts or omissions of the contractor or any other persons performing any of the construction work or for the failure of any of them to carry out the work in accordance with the plans and specifications, and Confluence visits to the construction site shall be for the purpose of becoming generally familiar with the progress and the quality of the construction work and to determine in general if the work when completed will be in accordance with the plans and specifications, and Confluence is not authorized to stop the construction work or take any other action relating to job site safety. If Confluence reviews contractors' applications for payment, such reviews shall be made to the best of Confluence's knowledge, information and belief based on Confluence's limited observation of the construction work, and Confluence shall be entitled to rely on documentation submitted by the contractor(s) or others which is not inconsistent with Confluence's own observations. If the Client requests in writing that Confluence provide any specific construction phase services and if Confluence agrees in writing to provide such services, then Confluence shall be compensated for Additional Services.
- 11. CLAIMS:** Client acknowledges that Confluence is a corporation and agrees to make any claim arising out of or relating to the project against Confluence only, and not against any of Confluence's directors, officers, employees or agents.
- 12. INSURANCE:** Confluence shall keep and maintain its current insurance policies, including professional liability insurance and comprehensive general liability insurance, for the duration of the project. If Client desires additional insurance, Confluence shall use its best efforts to obtain the additional insurance, but Client shall reimburse Confluence for any additional premium or other related costs that Confluence thereby incurs. Client will use its best efforts to ensure that the construction contractor(s) name Confluence as an additional insured on their comprehensive general liability insurance policies and agree to indemnify Client and Confluence in language reasonably satisfactory to both Client and Confluence.
- 13. TERMINATION:** Either party upon seven day's prior written notice may terminate this Agreement. In the event of termination, Confluence shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses, and for the completion of such services, records and reports as are necessary to place Confluence's files in order and/or protect its professional reputation.
- 14. WITNESS FEES:** Confluence's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay Confluence's legal expenses, administrative costs and fees pursuant to Confluence's then current fee schedule for Confluence to respond to any subpoena.
- 15. PAYMENT:** Client shall be invoiced as professional services are completed and reported at Confluence's option, either monthly or at end of project. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay Confluence's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees. Confluence shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this agreement, and provision wherein Confluence waives any rights to a mechanics' lien, or any provision conditioning Confluence's right to receive payment for its professional services upon payment to Client by any third party. These General Conditions are notice, where required, that Confluence shall file a lien whenever necessary to collect past due amounts. Failure to make payment within 30 days of invoice shall constitute a release of Confluence from any and all claims which Client may have, either in tort or contract, and whether known or unknown at the time.
- 16. LATE PAYMENTS:** Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% on the then unpaid balance (18.0% true annual rate), at the sole election of Confluence, in the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.
- 17. ENTIRE AGREEMENT:** This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.
- 18. INDEMNIFICATION:** The Client shall indemnify and hold harmless Confluence and all of its personnel from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of professional services, provided that any such claim, damage, loss or expense is caused in whole or in part by the negligent act, omission, and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except Confluence), or anyone for whose acts any of them may be liable.
- 19. MISCELLANEOUS:** To the extent within Client's control, Confluence shall have the right to take photographs, and make other reasonable promotional use of the project, and Confluence shall be given appropriate credit on all construction signs or other promotional materials concerning the project. Client may accept Confluence's Proposal either by signature, or oral assent, authorizing Confluence to commence providing professional services or making any payments to Confluence in consideration of professional services, and any of the above modes of acceptance shall be deemed to incorporate these Business Terms into the contract between the parties thereby formed.
- 20. OWNERSHIP OF DOCUMENTS:** All documents produced by Confluence under this agreement shall remain the property of Confluence and may not be used by the Client for any other endeavor without written consent.

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

DATE: December 27, 2017

ITEM: Resolution – Approval of Specific Fees and Charges – Parks and Recreation Department

FINANCIAL IMPACT: Estimated \$17,200 in additional revenue.

BACKGROUND: On June 26, 2017, the City Council updated a comprehensive, consolidated listing of the City's various rates, fees, and charges. Each of the rates/charges/fees listed was identified by staff and has been tied to the date of last approval or update.

Since that time, changes have occurred creating the need to revise certain rates related to the Parks and Recreation Department as follows:

Aquatic Center Season Pass Rates

The Council is asked to consider the changes to the rates charged for Aquatic Center Season Passes. Season pass rates have not been increased since 2005 for residents and 2009 for non-residents. Daily admission was last increased in 2011 and is proposed to remain unchanged at this time to stay competitive in the market.

Proposed changes are as follows:

<u>Season Pass Rates</u>	<u>Current</u>	<u>Proposed</u>
<u>Resident</u>		
One Person	\$ 80	\$ 85
Two Person	\$110	\$120
Each Additional Person	\$ 35	\$ 40
Nanny/Granny	\$ 50	\$ 60
<u>Non-Resident</u>		
One Person	\$120	\$130
Two Person	\$160	\$170
Each Additional Person	\$ 45	\$ 55
Nanny/Granny	\$ 50	\$ 60

The increases range from 6.25% to 22.2% depending upon the type of season pass and whether or not the pass holder is a West Des Moines resident. For example, the increase for a resident family of four is \$20 or 11% and a non-resident family of four is \$30 or 12%. The increase for a one person pass for a resident is \$5 or 6.25% and \$10 or 8.3% for a non-resident.

The above rate increases have been determined in collaboration with the City of Clive in order to maintain the same rates between the two cities. This is important due to reciprocity among all three aquatic centers in Clive and West Des Moines.

The rate increase is projected to bring in an additional \$17,200 in revenue based upon the number of passes sold in 2017. The rate increases were reviewed by the Finance and Administration




Committee on December 13, 2017. Going forward, rates will be reviewed on a more regular annual basis.

OUTSTANDING ISSUES: None

RECOMMENDATION: That the Council approve the revised sections of Consolidated Fees and Charges with an effective date of January 1, 2018.

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

STAFF REVIEWS

Department Director	
Appropriations/Finance	
Legal	
Agenda Acceptance	

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Finance & Administration		
Date Reviewed	December 13, 2017		
Recommendation	Yes	No	Split

RESOLUTION NO. _____

RESOLUTION RATIFYING CURRENT RATES, FEES, AND CHARGES OF THE CITY OF WEST DES MOINES AND UPDATING CERTAIN FEES REQUESTED BY STAFF OR AS REQUIRED BY CITY POLICY AND IOWA CODE.

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

WHEREAS, various updates to rates are proposed by staff and recommended by the Finance and Administration Committee, and

NOW, THEREFORE, BE IT RESOLVED

BY THE COUNCIL OF THE CITY OF WEST DES MOINES, IOWA, that the attached schedule of charges and fees are ratified and approved as of January 1, 2018 and

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

PASSED AND APPROVED, this 27th day of December, 2017.

Rick Messerschmidt, Mayor Pro tem

Ryan Jacobson, City Clerk

E. Parks & Recreation Fees and Charges (effective January 1, 2018)

XL.	Aquatic Centers – Holiday & Valley View		
	a. Daily Admission		
	i. Under 3 Years Old	Free	Motion (12/27/2011)
	ii. 3-12 Years Old	\$ 5.00	Motion (12/27/2011)
	iii. 13 Years and Older	8.00	Motion (12/27/2011)
	iv. Senior Citizens (55+)	6.00	Motion (12/27/2011)
	v. Family Nights (per family)	12.00	Motion (12/27/2011)
	b. Season Passes (per household)		
	i. Resident		
	1. One Person	\$ 80.00 <u>85.00</u>	Motion (8/29/2005)
	2. Two Person	110.00 <u>120.00</u>	Motion (8/29/2005)
	3. Additional Person	35.00 <u>40.00</u>	Motion (8/29/2005)
	4. Nanny/Granny	50.00 <u>60.00</u>	Motion (1/10/2010)
	ii. Non-Resident		
	1. One Person	\$ 120.00 <u>130.00</u>	Motion (2/23/2009)
	2. Two Person	160.00 <u>170.00</u>	Motion (2/23/2009)
	3. Additional Person	45.00 <u>55.00</u>	Motion (2/23/2009)
	4. Nanny/Granny	50.00 <u>60.00</u>	Motion (1/10/2010)
XLI.	Archery Facility		
	a. Annual Permit		
	i. Adult Resident	\$ 20.00	Motion (3/10/2014)
	ii. Adult Non-Resident	40.00	Motion (3/10/2014)
	iii. Youth (15 & Under) Resident	10.00	Motion (3/10/2014)
	iv. Youth (15 & Under) Non-Resident	20.00	Motion (3/10/2014)
	b. Daily Permit	\$ 5.00	Motion (3/10/2014)
	c. Replacement Permit	\$ 5.00	Motion (3/10/2014)
XLII.	Dog Park		
	a. Annual Permit		
	i. Resident	\$ 20.00	Motion (11/1/2010)
	ii. Non-Resident	40.00	Motion (11/1/2010)
	b. Day Pass	\$ 5.00	Motion (11/1/2010)
	c. Replacement Pass	\$ 5.00	Res (11/28/2016)
XLIII.	XLIII. Jordan Cemetery		
	a. Burial Space		
	i. Monument Space	\$1,400.00	Res (10/2/2017)
	ii. 2 nd Person in Same Space (ashes)	400.00	Res (10/2/2017)
	iii. Cremation Space (flush marker only)	400.00	Res (10/2/2017)
	iv. Transfer Fee	200.00	Resolution (5/28/2013)
	b. Interment		
	i. Infant (24 months & under)		
	1. Monday – Friday	\$ 700.00	Res (10/2/2017)
	2. Saturday	850.00	Res (10/2/2017)
	3. Sunday/Holiday	1,050.00	Res (10/2/2017)
	ii. Adult		
	1. Monday – Friday	\$1,050.00	Res (10/2/2017)
	2. Saturday	1,200.00	Res (10/2/2017)
	3. Sunday/Holiday	1,400.00	Res (10/2/2017)

iii.	Ashes in Container		
1.	Monday – Friday	\$ 700.00	Resolution (5/28/2013)
2.	Saturday	850.00	Res (10/2/2017)
3.	Sunday/Holiday	1,050.00	Res (10/2/2017)
c.	Disinterment		
i.	Infant/Child	\$1,000.00	Res (10/2/2017)
ii.	Adult	1,500.00	Res (10/2/2017)
iii.	Ashes in Container	1,000.00	Res (10/2/2017)
d.	Extra Work		
i.	Monday – Friday (Per Hour)	\$ 50.00	Resolution (5/28/2013)
ii.	Saturday (Per Hour)	75.00	Resolution (5/28/2013)
iii.	Sunday/Holiday (Per Hour)	100.00	Res (10/2/2017)
iv.	Snow Removal in Tent Area (Day of Closing)	100.00	Res (10/2/2017)
v.	Oversize Vault Charge	50.00	Res (10/2/2017)
vi.	Urn Vault Charge	100.00	Res (10/2/2017)

XLIV. Rentals

a.	Valley Junction Activity Center		
i.	Ballroom*	\$ 80.00 per hour	Res (11/28/2016)
1.	Cleaning Fee	200.00 per rental	Res (11/28/2016)
ii.	Program Room**	60.00 per hour	Res (11/28/2016)
1.	Cleaning Fee	60.00 per rental	Res (11/28/2016)
iii.	Dining Room ABC**	30.00 per hour	Res (11/28/2016)
1.	Cleaning Fee	80.00 per rental	Res (11/28/2016)
iv.	Dining Room A**	20.00 per hour	Res (11/28/2016)
1.	Cleaning Fee	40.00 per rental	Res (11/28/2016)
v.	Vet's Room**	20.00 per hour	Res (11/28/2016)
1.	Cleaning Fee	40.00 per rental	Res (11/28/2016)
vi.	Equipment Rental		
1.	Display Screen	15.00	Res (11/28/2016)
2.	TV/DVD	20.00	Res (11/28/2016)
3.	Multimedia Projector	50.00	Res (11/28/2016)
vii.	Discounts/Additional Fees		
1.	Non-Profit Organizations	33% rental rate discount	Res (11/28/2016)
2.	Weekday 8-5	33% rental rate discount	Res (11/28/2016)
3.	Vendor Fee (if sales or admissions)	\$ 20.00 per hour	Res (11/28/2016)

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

**2 hour minimum

b.	Holiday Park Baseball Rental		
i.	Open League Games	\$ 30.00 per game/slot	Agreement (9/16/13)
ii.	Open League Practice	30.00 per game/slot	Agreement (9/16/13)
iii.	Competitive League Games	45.00 per game/slot	Agreement (9/16/13)
iv.	Competitive League Practice	45.00 per game/slot	Agreement (9/16/13)
v.	Premier League Games	45.00 per game/slot	Agreement (9/16/13)
vi.	Sportsplex West Programs	45.00 per game/slot	Agreement (9/16/13)
vii.	Tournament Games	45.00 per game/slot	Agreement (9/16/13)
viii.	All Other Rentals	45.00 per game/slot	Agreement (9/16/13)
ix.	Tournament Maintenance Fee	25.00 per field/day	Resolution (6/27/16)

c. Nature Lodge*			
i.	1/3 Room	\$ 30.00 per hour	Resolution (6/30/2014)
	1. Cleaning Fee	50.00 per rental	Res (11/28/2016)
ii.	2/3 Room	60.00 per hour	Resolution (6/30/2014)
	1. Cleaning Fee	100.00 per rental	Res (11/28/2016)
iii.	Full Room	90.00 per hour	Resolution (6/30/2014)
	1. Cleaning Fee	150.00 per rental	Res (11/28/2016)
iv.	Kitchen	30.00 per use	Res (11/28/2016)
	1. Cleaning Fee	25.00 per rental	Res (11/28/2016)
v.	Display Area	30.00 per hour	Resolution (6/30/2014)
	1. Cleaning Fee	25.00 per rental	Res (11/28/2016)
vi.	Equipment Rental		
	1. Display Screen	15.00	Res (11/28/2016)
	2. TV/DVD	20.00	Res (11/28/2016)
	3. Multimedia Projector	50.00	Res (11/28/2016)
	4. Fireplace	30.00	Res (11/28/2016)
	5. Speaker/Microphone	50.00	Res (11/28/2016)
vii.	Discounts/Additional Fees		
	1. Non-Profit Organizations	33% rental rate discount	Res (11/28/2016)
	2. Weekday 8-5	33% rental rate discount	Res (11/28/2016)
	3. Vendor Fee (if sales or admissions)	20.00 per hour	Res (11/28/2016)

*Sunday through Friday – 4 Hour Minimum Rental

*Saturdays (April – October) – 10 Hour Minimum Rental

*Saturdays (November – March) – 5 Hour Minimum Rental

d. <u>Shelters (4 hour minimum)</u>			
i.	Daily	\$ 10.00 per hour	Res (11/28/2016)
ii.	Change Fee	10.00 per rental	Res (11/28/2016)
e. Raccoon River Park Softball Complex			
i.	Adult Softball Tourney (20+ Teams)	\$ 5.00 per game	Motion (12/27/2011)
ii.	Adult Softball Tourney (<20 Teams)	10.00 per game	Motion (12/27/2011)
iii.	Youth Tourney	25.00 per game	Motion (12/27/2011)
iv.	Youth Tourney (after September 1)	15.00 per game	Res (11/28/2016)
v.	Hourly Rental	25.00 per hour per field	Motion (12/27/2011)
vi.	Field Light Fees	35.00 per hour per field	Resolution (6/27/2016)
vii.	Field Equipment Rental	50.00 per day per vehicle	Motion (12/27/2011)
viii.	Temp Fence Set Up/Tear Down	100.00 per field	Motion (12/27/2011)
f. Aquatic Center Rentals*			
i.	Holiday Aquatic Center		
	1. Entire Facility	\$ 730.00 per rental	Res (11/28/2016)
ii.	Valley View Aquatic Center		
	1. Entire Facility	1,100.00 per rental	Res (11/28/2016)
	2. Lazy River / Slides	680.00 per rental	Res (11/28/2016)
	3. Leisure Pool / Kids Pool	340.00 per rental	Res (11/28/2016)
	4. Lap Pool / Diving Boards / Drop Slide	260.00 per rental	Res (11/28/2016)

*Available 6:30-8:30 pm, Saturdays, June 1 – August 1

- g. Community Garden
 - i. Garden Plot Rental \$ 25.00 per year Res (11/28/2016)

XLV. Parties

- a. Birthday Parties – Nature Lodge (Maximum of 15 Participants)
 - i. First 12 (including birthday child) \$ 110.00 for 2 hours Resolution (6/30/2014)
 - ii. Each Participant More than 12 10.00 Resolution (6/30/2014)
- b. Birthday Parties – Aquatic Centers (Maximum of 15 Participants)
 - i. First 10 (plus 1 adult) 115.00 for 2 hours Res (11/28/2016)
 - ii. Each Participant More than 10 15.00 Res (11/28/2016)

XLVI. Special Events – Park/Facilities

- a. Special Event Permit – Non-Refundable \$ 225.00 Resolution (6/30/2014)
- b. Tent/Canopy/Inflatable Membrane Permit 50.00 Resolution (6/30/2014)
- c. Sound Permit 22.00 Resolution (6/30/2014)
- d. Portable Toilets 50.00 each Resolution (6/30/2014)

CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

DATE: December 27, 2017

ITEM:

Resolution - Accepting Work
2016 Sewer Cleaning & Televising Program

FINANCIAL IMPACT:

The total construction cost for the 2016 Sewer Cleaning & Televising Program was \$63,245.75 which was paid from account no. 640.000.000.5250.490 with the ultimate funding intended to come from Sewer Fee Revenues. The original cost of the project was \$68,812.80. There were two (2) Change Orders on the project that totaled (\$5,567.05).

BACKGROUND:

Visu-Sewer, Inc. was working under an agreement dated November 28, 2016, for construction services for the 2016 Sewer Cleaning & Televising Program. Work on this project was to clean and televise sanitary sewer lines at various locations throughout the City of West Des Moines' sanitary sewer system.

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

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

OUTSTANDING ISSUES:

None.

RECOMMENDATION:

City Council Adopt:

- Resolution Accepting Work for 2016 Sewer Cleaning & Televising Program.

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

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

RESOLUTION ACCEPTING WORK

WHEREAS, on November 28, 2016, the City Council entered into a contract with Visu-Sewer, Inc. of Pewaukee, Wisconsin, for the following described public improvement:

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

and,

WHEREAS, said contractor has substantially completed the construction of said improvement in accordance with plans and specifications as shown by the report of the City Engineer filed with the City Clerk on December 27, 2017; and,

WHEREAS, the City has retained 5% of the construction costs;

therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA, that said report of the City Engineer is hereby approved and said public improvement is accepted as having been substantially completed in accordance with plans and specifications and the total final construction cost of said improvement is \$63,245.75 as shown in said report, and that the Finance Director is hereby authorized to make payment to the Contractor in the amount of \$3,162.29, which includes retainage for the project, no sooner than 30 days subject to the Contractor satisfying all the conditions of the contract.

PASSED AND APPROVED on this **27th** day of **December, 2017**.

Rick Messerschmidt, Mayor Pro tem

ATTEST:

Ryan T. Jacobson
City Clerk



Department of Engineering Services
 4200 Mills Civic Pkwy, Ste 2D, PO Box 65320
 West Des Moines, IA 50265-0320
 (515) 222-3620 Fax (515) 273-0602

RETAINAGE

Contractor: **Visu-Sewer**
W230 N4855 Betker Drive
Powaukee, WI 53072

Project Title	2016 Sewer Cleaning & Televising Program	
WDM Project File Number	0510-001-2016	
Purchase Order Number	2017-00000375	
Orig. Contract Amount & Date	\$68,812.80	11/28/16
Estimated Completion Date	06/23/17	
Pay Period	11/3/17 to 12/27/17	
Pay Request Number	Retainge	
Date	01/22/18	

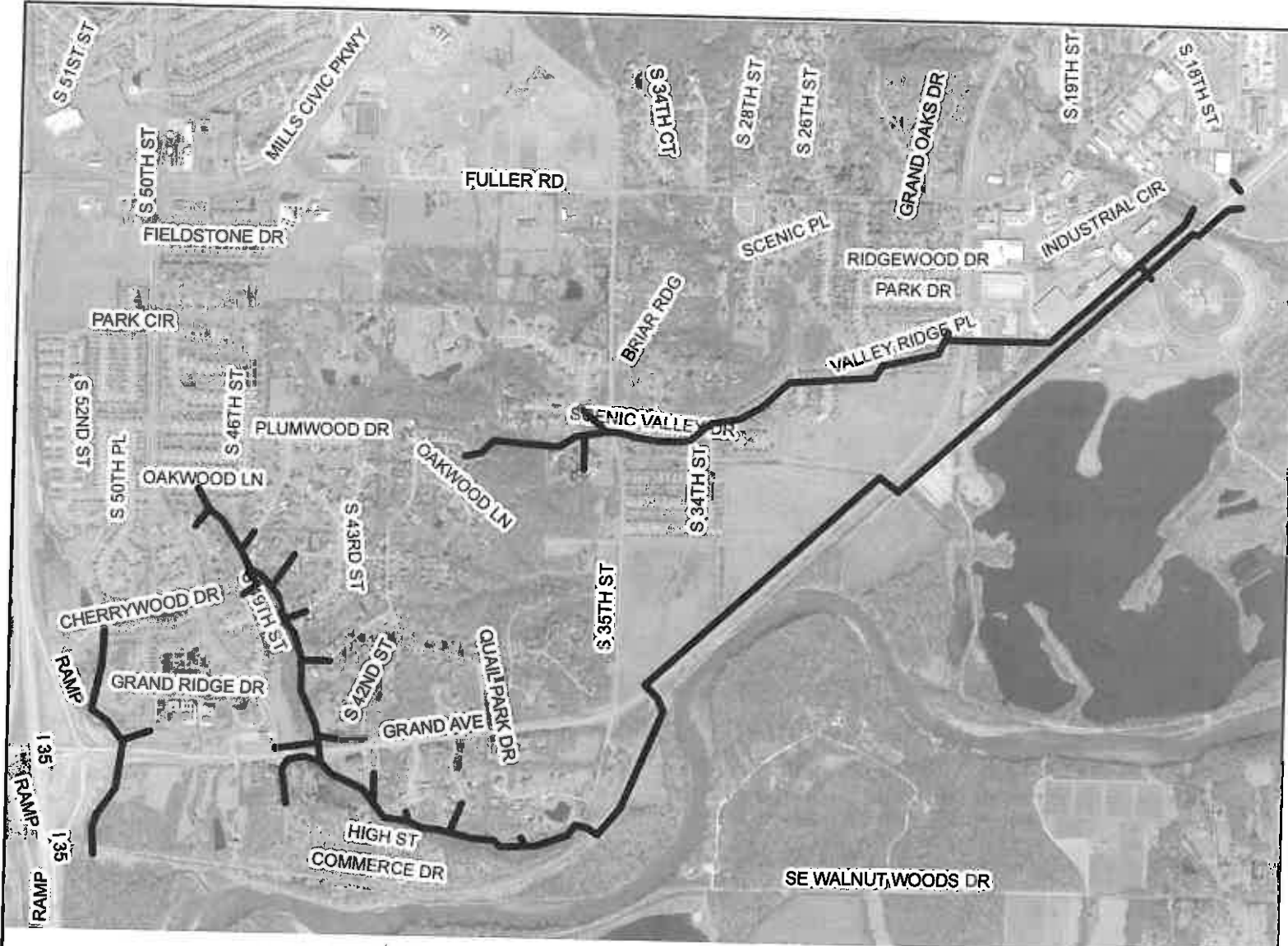
BID ITEMS							
Item No.	Description	Unit	Est. Qty	Unit Price	Extended Price	Quantity Completed	Value Completed
1.1	MOBILIZATION	LS	1.0	\$5,000.00	\$5,000.00	1.00	\$5,000.00
1.2	TYPE A CLEANING - 8" SANITARY SEWER	LF	11,729.0	\$0.66	\$7,741.14	11,729.00	\$7,741.14
1.3	TYPE A CLEANING - 10" SANITARY SEWER	LF	411.0	\$0.66	\$271.26	411.00	\$271.26
1.4	TYPE A CLEANING - 12" SANITARY SEWER	LF	3,597.0	\$0.66	\$2,374.02	3,597.00	\$2,374.02
1.5	TYPE A CLEANING - 15/16" SANITARY SEWER	LF	5,460.0	\$0.73	\$3,985.80	5,460.00	\$3,985.80
1.6	TYPE A CLEANING - 18" SANITARY SEWER	LF	4,086.0	\$0.73	\$2,982.78	3,826.00	\$2,792.98
1.7	TYPE A CLEANING - 24" SANITARY SEWER	LF	3,635.0	\$0.73	\$2,653.55	3,635.00	\$2,653.55
1.8	TYPE A CLEANING - 36" SANITARY SEWER	LF	2,790.0	\$0.25	\$697.50	1,756.00	\$439.00
1.9	TYPE A CLEANING - 42" SANITARY SEWER	LF	5,279.0	\$0.25	\$1,319.75	5,260.00	\$1,315.00
1.10	TYPE C ROOT REMOVAL - 8" TO 10" SANITARY SEWER	LF	900.0	\$1.00	\$900.00	0.00	\$0.00
1.11	TYPE C ROOT REMOVAL - 12" TO 16" SANITARY SEWER	LF	700.0	\$1.00	\$700.00	0.00	\$0.00
1.12	TYPE C ROOT REMOVAL - 18" TO 24" SANITARY SEWER	LF	600.0	\$2.00	\$1,200.00	0.00	\$0.00
1.13	TELEVISIONING - 8" SANITARY SEWER	LF	11,729.0	\$1.00	\$11,729.00	11,729.00	\$11,729.00
1.14	TELEVISIONING - 10" SANITARY SEWER	LF	411.0	\$1.00	\$411.00	411.00	\$411.00
1.15	TELEVISIONING - 12" SANITARY SEWER	LF	3,597.0	\$1.00	\$3,597.00	3,597.00	\$3,597.00
1.16	TELEVISIONING - 15/16" SANITARY SEWER	LF	5,460.0	\$1.00	\$5,460.00	5,460.00	\$5,460.00
1.17	TELEVISIONING - 18" SANITARY SEWER	LF	4,086.0	\$1.00	\$4,086.00	3,826.00	\$3,826.00
1.18	TELEVISIONING - 24" SANITARY SEWER	LF	3,635.0	\$1.00	\$3,635.00	3,635.00	\$3,635.00
1.19	TELEVISIONING - 36" SANITARY SEWER	LF	2,790.0	\$1.00	\$2,790.00	2,756.00	\$2,756.00
1.20	TELEVISIONING - 42" SANITARY SEWER	LF	5,279.0	\$1.00	\$5,279.00	5,260.00	\$5,260.00
1.21	CUT PROTRUDING TRAPS	EA	4.0	\$500.00	\$2,000.00	0.00	\$0.00
TOTAL					\$68,812.80		\$63,245.75

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

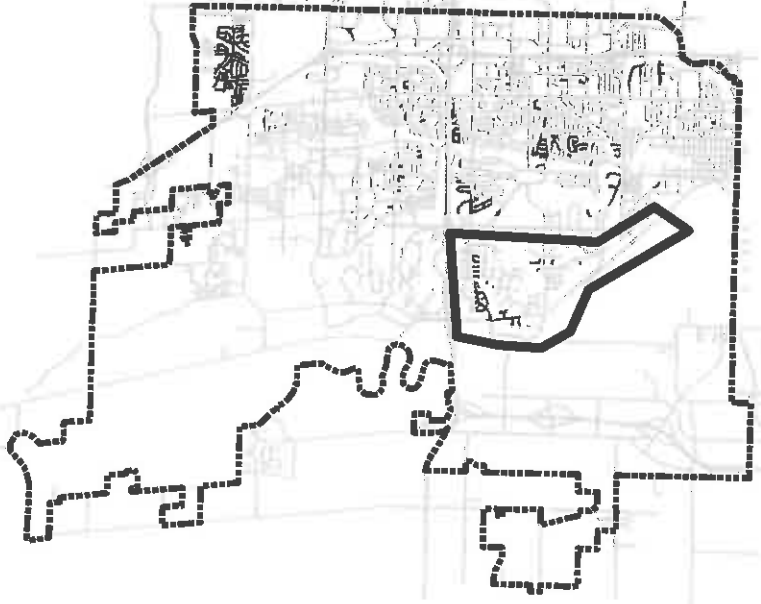
PAY REQUEST SUMMARY		
	Total Approved	Total Completed
Contract Price	\$68,812.80	\$63,245.75
Approved Change Order 1	\$0.00	
Approved Change Order 2	(\$5,567.05)	
Revised Contract Price	\$63,245.75	\$63,245.75
	Materials Stored	\$0.00
	Retainage (5%)	\$0.00
	Total Earned Less Retainage	\$63,245.75
Total Previously Approved (list each)	Pay Request 1	\$30,734.84
	Pay Request 2	\$25,864.69
	Pay Request 3	\$3,483.93
	Total Previously Approved	\$60,083.46
	Amount Due This Request	\$3,162.29
	Percent Complete	100%
	Percent of Contract Period Utilized	100%

The amount **\$3,162.29** is recommended for approval for payment in accordance with the terms of the Contract

Contractor:	Recommended By:	Checked By:
Wisu-Sewer	AECOM	City of West Des Moines
Signature:	Signature:	Signature:
Name: John Nelson	Name: Todd L. Allyn, P.E.	Name: Brian J. Hemesath, P.E.
Title: Vice President	Title: Project Manager	Title: Interim City Engineer
Date:	Date:	Date:

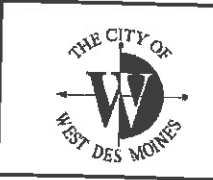


VICINITY MAP



LEGEND

PROJECT LOCATION



PROJECT: **2016 Sewer Cleaning & Televising**

LOCATION: **Various Locations around West Des Moines**

DRAWN BY: JDR

DATE: 11/17/2016

PROJECT: 0510-001-2016

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

DATE: December 27, 2017

ITEM: Resolution - Approval of Agreement with Microsoft Corporation to lease City property for staging purposes for the Microsoft DMO4 Project at 8855 Grand Avenue


FINANCIAL IMPACT: None

BACKGROUND: The City owns property located at the southwest corner of South 88th Street and Grand Avenue. Microsoft Corporation and the City have reached an Agreement to lease the property for staging purposes for the Microsoft DM04 Project at 8855 Grand Avenue.





OUTSTANDING ISSUES (if any): None

RECOMMENDATION:

Approve the Agreement with Microsoft Corporation.

Lead Staff Member: Richard J. Scieszinski, City Attorney 

STAFF REVIEWS

Department Director	Richard J. Scieszinski, City Attorney 
Appropriations/Finance	
Legal	
Agenda Acceptance	

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

RESOLUTION NO. _____

**APPROVAL OF AGREEMENT BETWEEN THE CITY OF WEST DES MOINES AND
MICROSOFT CORPORATION FOR THE LEASE OF CITY PROPERTY**

WHEREAS, on April 6, 2015, the City Council of the City of West Des Moines approved a Development Agreement between the City and Microsoft Corporation for the financing and construction of Project Microsoft DM04 located at 8855 Grand Avenue; and

WHEREAS, in conjunction with the development and construction of the Project, the parties have negotiated a separate agreement for the lease of City property at the southwest corner of South 88th Street and Grand Avenue for staging purposes for Microsoft Corporation's development at 8855 Grand Avenue.

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

1. The Agreement between Microsoft Corporation and the City of West Des Moines for the lease of property is approved.
2. The Mayor is authorized to sign the Agreement and the City Clerk is authorized to attest to the Mayor's signature.
3. City staff is directed to take all steps necessary to facilitate completion of the Agreement.

PASSED AND ADOPTED this 27th day of December, 2017.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson
City Clerk

AGREEMENT BETWEEN THE CITY OF WEST DES MOINES, IOWA AND MICROSOFT CORPORATION. FOR THE USE OF CITY PROPERTY LOCATED NEAR SOUTH 88TH STREET AND GRAND AVENUE, WEST DES MOINES, IOWA

This Agreement is entered into by and between the City of West Des Moines, an Iowa municipal corporation (hereinafter "City") and Microsoft Corporation., a Washington corporation (hereinafter "Microsoft").

The parties hereby state that the City owns property that Microsoft has identified as being favorable for temporarily siting a staging area for the development of its project at 8855 Grand Avenue in the City.

The parties have agreed that temporarily locating the staging area on the City owned property would be an efficient and effective use of the City property and would be in the best interests of Microsoft and the City.

The City of West Des Moines and Microsoft (hereinafter referred to collectively as "the Parties") do hereby agree as follows:

1. **THE PROPERTY.** The City is the owner of property located at the southwest corner of South 88th Street and Grand Avenue in West Des Moines, shown as the gray shaded area on the attached Exhibit "A." Located in that gray shaded area is a gravel parking area (Property) outlined in red on Exhibit A. The parties agree that Microsoft shall pay the City \$1 (one dollar) and other good and valuable consideration., for the lease of the Property for the period set forth in Paragraph 2, the total payment of which shall be made by Microsoft to the City on or before Microsoft takes possession of the Property as set forth in Paragraph 2.

In consideration of the payment made by Microsoft to the City, the City agrees to provide the Property to Microsoft to allow Microsoft to do any and all things reasonably related to staging operations for construction of the Phase 4 addition to the Microsoft property located at 8855 Grand Avenue in the City of West Des Moines, Iowa. No other uses of the Property by Microsoft shall be permitted unless approved by the City.

2. **DURATION.** Microsoft shall be entitled to take possession of the Property on or after November 1, 2017 and use and possess the Property for the reasons set forth in this Agreement until November 1, 2019. This Agreement may be renewed upon 30 days notice and mutual agreement of Microsoft and the City.
3. **UTILITIES.** Microsoft shall be responsible for and pay all utilities and other expenses related to use of the Property for the purposes set forth in this Agreement.
4. **MAINTENANCE.** Microsoft shall keep the Property in a good and clean condition at all times. Upon relinquishment of possession of the Property, Microsoft shall remove all equipment from the Property and restore the Property to the condition in which the Property was in at the time Microsoft took possession.
5. **SIGNAGE.** Signage of the Property shall be limited to Microsoft identification signage in conformance with the West Des Moines Code of Ordinances.
6. **TAXES.** No real property taxes shall be assessed against or payable by Microsoft for the Property.

7. INSURANCE.

Property Insurance. Microsoft shall be solely responsible for providing insurance on any and all personal property and improvements Microsoft constructs and/or installs on the Property. The City shall have no liability whatsoever or be responsible for the personal property of Microsoft.

Liability Insurance. Microsoft shall maintain at all times during the term of this Agreement general liability insurance in the amount of one million dollars for each occurrence and in the amount of three million dollars aggregate for the Property. The liability policy shall include liability arising from premises operations, independent contractors and personal injury. The policy shall be endorsed to include the City as an additional insured. At Microsoft's option, Microsoft may undertake to maintain deductibles under its Commercial General Liability insurance policy and may meet the above insurance requirements via commercial insurance, self insurance, alternative risk financing solutions or a combination of these options. Any undertaking by Microsoft to assume deductibles or self-insure with respect to some or all of its Commercial General Liability insurance shall not serve to adversely affect the City, and the City shall be protected against loss or damage in the same manner as if Microsoft had obtained separate Commercial General Liability insurance as provided herein.

8. INDEMNIFICATION. Microsoft shall protect, defend and indemnify the City from and against all loss, costs, damage and expenses arising from or due to any accident or other occurrence, causing or inflicting injury or damage to any person or property, happening or done in, upon or about the Property, or due directly to the tenancy, use or occupancy of the Property, or any part thereof by Microsoft or any person or entity claiming through or under Microsoft.

9. ENVIRONMENTAL. Microsoft expressly represents and agrees:

During the term of this Agreement, use of the Property by Microsoft will not include the use or storage of any hazardous substance. However, if a hazardous substance is used or stored, Microsoft shall obtain the written consent of the City prior to its use. Microsoft acknowledges and agrees that the City's consent is at the City's sole option and discretion and that such consent may be withheld or may be granted with any conditions or requirements that the City deems appropriate.

During the term of this Agreement, Microsoft shall be fully liable for all costs and expenses related to the use, storage, removal and disposal of hazardous substances used or kept on the Property, and Microsoft shall give immediate notice to the City of any violation or any potential violation of any environmental regulation, rule, statute or ordinance relating to the use, storage or disposal of any hazardous substance.

Microsoft, at its sole cost and expense, agrees to remediate, correct or remove from the Property any contamination of the Property caused by any hazardous substances which have been used or permitted by Microsoft, its subcontractors, agents or assigns during the term of this Agreement. Remediation, correction or removal shall be done in a safe and reasonable manner, and in conformance with all applicable laws, rules and regulations. Microsoft reserves all rights allowed by law to seek indemnity or contribution from any person or entity other than the City, who is or may be liable for any such cost and expense.

Microsoft agrees to indemnify and hold the City harmless from and against all claims, causes of action, damages, loss, costs, expense, penalties, fines, lawsuits, liabilities, attorney fees and engineering and consulting fees arising out of or in any manner connected with hazardous substances which are caused or created by Microsoft on or after the date of this Agreement, including but not limited to injury or death to persons or damage to property, and including any diminution in the value of the Property which may result from the foregoing. This indemnity shall survive the cessation, termination, abandonment or expiration of this Agreement.

Microsoft agrees to follow all City and state fire codes and make the Property open to all reasonable requests from the City for inspection to verify compliance.

10. NOTICES. All notices or invoices which the Parties are authorized or required to give one another pursuant to this Agreement shall be in writing and may be personally delivered or sent by ordinary mail to the addresses hereafter provided. Mailed notices or invoices shall be deemed to be received by the Party to whom directed when they are postmarked. Such notices and invoices shall be delivered or mailed to the following persons at the addresses listed:

Notices to MICROSOFT:
Microsoft Corporation
c/o Chris Sander
One Microsoft Way
Redmond, WA 98052
Email: mcioCELA@microsoft.com

Notices to West Des Moines:
Brian Hemesath, Interim City Engineer
City of West Des Moines
4200 Mills Civic Parkway
West Des Moines, IA 50265
brian.hemesath@wdm-iowa.gov

11. AMENDMENT OF AGREEMENT. This Agreement may be amended only by written agreement signed by both Parties.
12. ASSIGNMENT OF AGREEMENT. Neither Party may assign this Agreement to a third party without the written consent of the other Party.
13. NO THIRD PARTY BENEFICIARIES. Nothing in this Agreement shall be construed to create in any third party, or in favor of any third party, any right(s), license(s), power(s) or privilege(s).
14. SEVERABILITY. If any section, provision or part of this Agreement shall be found to be invalid or unconstitutional, such finding shall not affect the validity of the Agreement as a whole or any section, provision or part thereof not found to be invalid or unconstitutional.
15. GOVERNING LAW; JURISDICTION. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Iowa. Lawsuits brought by either Party in connection with this Agreement shall be heard and tried in Polk County District Court, Des Moines, Iowa.
16. ENTIRE AGREEMENT. This Agreement represents the entire agreement between the Parties. Any subsequent change or modification to the terms of this Agreement shall be in the form of a duly executed addendum to this Agreement.
17. EXECUTION OF AGREEMENT. This Agreement shall be executed in two counterparts, each of which so executed shall be deemed to be an original.

CITY OF WEST DES MOINES, IOWA

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this _____ day of _____, 2017, before a Notary Public in and for the City of West Des Moines, personally appeared Steven K. Gaer and Ryan T. Jacobson, to me personally known, who being duly sworn, did say that they are the Mayor 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 Mayor 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

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

DATE: December 27, 2017

ITEM: Resolution - Approval and Acceptance of Purchase Agreements and Conveyance of Property Interests for Project Osmium Public Infrastructure (Veterans Parkway: SE Maffitt Lake Road to SE Adams Street)

FINANCIAL IMPACT: \$142,000.00 (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 comments and/or additional costs not reflected in the appraisals shown in bold, if any. 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): This acquisition is a total taking with Closing tentatively scheduled on or before 12/29/17).

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 

STAFF REVIEWS

Department Director	Richard J. Scieszinski, City Attorney	
Appropriations/Finance		
Legal		
Agenda Acceptance		

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee			
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 **27th** day of **December, 2017**.

Rick Messerschmidt, Mayor Pro tem

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>	
"007-10"	Randall and Dawn Archer 8386 SE Orilla Rd	\$142,000.00	*total acquisition (rental dwelling); additional \$12,000 for administrative settlement
	TOTAL	\$142,000.00	

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

DATE: December 27, 2017

ITEM: Resolution - Approval and Acceptance of Purchase Agreements and Conveyance of Property Interests for Project Osmium Public Infrastructure (Veterans Parkway: SE Adams Street to SE 50th Street)

FINANCIAL IMPACT: \$403,000.00 (previously budgeted)

SYNOPSIS: Property interests necessary for the Project Osmium Public Infrastructure (Veterans Parkway: SE Adams Street to SE 50th Street) have been acquired through negotiated purchase agreements at the appraised fair market value from the owners shown on **Exhibit "A"**, with additional comments and/or additional costs not reflected in the appraisals shown in bold, if any. 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 008 2017.

OUTSTANDING ISSUES (if any): This acquisition is a total taking with Closing scheduled on 01/03/18).

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 *BJH*

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

RESOLUTION NO. _____

**AUTHORIZING APPROVAL AND ACCEPTANCE OF PURCHASE AGREEMENTS AND
CONVEYANCE OF PROPERTY INTERESTS FOR THE CONSTRUCTION OF THE PROJECT
OSMIUM PUBLIC INFRASTRUCTURE (VETERANS PARKWAY: SE ADAMS STREET TO
SE 50TH STREET, PROJECT NO. 0510-008-2017)**

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 Adams Street to SE 50th Street, Project No. 0510-008-2017); 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 **27th** day of **December, 2017**.

Rick Messerschmidt, Mayor Pro tem

ATTEST:

Ryan T. Jacobson
City Clerk

Exhibit "A"

**PROJECT OSMIUM PUBLIC INFRASTRUCTURE
(VETERANS PARKWAY: SE ADAMS STREET TO SE 50TH STREET,
PROJECT NO. 0510-008-2017)**

<u>PARCEL #</u>	<u>PROPERTY OWNER</u>	<u>ACQUIRED PRICE-FMV</u>	
"008-05"	Charlotte A. Kendall 3476 Adams St	\$403,000.00	*total acquisition (dwelling); includes additional \$10,000 for moving and expenses
	TOTAL	\$403,000.00	

**CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION
MINOR CHANGE FROM PREVIOUS READING**

ITEMS:

DATE: December 27, 2017

Second reading, waiver of third reading, and final approval of proposed ordinance to add Title 3, Chapter 6 of the Municipal Code to regulate West Des Moines massage therapy businesses. Resolution approving the license fee structure for massage therapy businesses.

FINANCIAL IMPACTS:

This proposed ordinance amendment should have little financial impact to the City, other than the review and processing of license applications. This proposed resolution should also have little financial impact to the City, other than to offset City staff time in the review and processing of license applications.

BACKGROUND:

Iowa Code Chapter 152C provides for the licensing of individual massage therapists. Due to complaints and possible criminal activity occurring at some local massage therapy businesses, a few Iowa cities have enacted or are considering adopting ordinances that regulate the businesses themselves. West Des Moines has begun to experience some of these same issues at a handful of massage therapy businesses located within the City. The City's Police Department believes that it is necessary to enact an ordinance to regulate massage therapy businesses to discourage and remove any and all such businesses that engage in illegal activities from the City. It is important to regulate the businesses and not just the individuals working at massage therapy establishments. It is also the intention of this ordinance to help eliminate prostitution and human trafficking that may be occurring within the City through a handful of these establishments. It is not the intention of this ordinance to discourage legitimate, licensed massage therapists or massage therapy businesses from providing their services in West Des Moines.

The Public Safety City Council subcommittee recommended this proposed ordinance at its meeting held on December 1, 2017. The City Council unanimously approved of the first reading of this proposed ordinance at its meeting held on December 11, 2017. The only change to the proposed ordinance since the first reading is to create an exception to Section 3-6-12(C) if the massage therapist is operating his or her business from a residence with a valid home occupancy permit to allow the therapist to remain in his or her home after business hours.

City staff has proposed to impose a \$100.00 fee for initial and renewal massage therapy business licenses on an annual basis. For those businesses that open after July 1 of a given year, City staff has proposed to impose a reduced fee of \$50.00.

OUTSTANDING ISSUES (if any): None

RECOMMENDATIONS:

- (1) Approval of the second reading, waiver of the third reading, and final approval of this proposed ordinance.
- (2) Approve this resolution adopting the license fee structure for massage therapy businesses.

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

STAFF REVIEWS

Department Director	James Barrett, Chief of Police
Appropriations/Finance	
Legal	
Agenda Acceptance	<i>[Signature]</i>

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Safety		
Date Reviewed	12/01/17		
Recommendation	Yes	No	Split

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY CODE OF THE CITY OF WEST DES MOINES, IOWA, 2014, BY ADDING TITLE 3, "BUSINESS AND LICENSING", CHAPTER 6, "MASSAGE ESTABLISHMENTS AND TECHNICIANS"

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

SECTION 1: Title 3, Chapter 6, Sections 1 – 13 is hereby amended by adding the following text.

3-6-1: PURPOSE.

State of Iowa licensed massage therapists and businesses offering massage therapy services perform an important service in addressing the health and well-being of West Des Moines residents. Unfortunately, there are businesses that advertise they provide massage therapy and/or other therapeutic services, but they engage in various illegal activities, which may include prostitution and/or human trafficking. It is not the intention of this ordinance to discourage legitimate, licensed massage therapists or massage therapy businesses from providing their services within West Des Moines. The purpose of this ordinance is to identify and address businesses that engage in the practice of massage therapy without valid licenses and/or are involved in illegal activities, which may include prostitution and/or human trafficking. Businesses providing massage therapy, but also conducting various types of illegal activity, are harmful to the health, safety, and welfare of the City and negatively impact the massage therapy profession. The implementation of this ordinance will better enable the City to proactively screen, monitor, and remove businesses that engage in illegal activity.

3-6-2: DEFINITIONS.

For the purposes of this Chapter, the following words and phrases have the meanings herein set forth, unless it is apparent from the context that a different meaning is intended.

- A. "Applicant" means any person, firm, corporation, or other legal entity applying for a license to operate a massage therapy business.
- B. "Employee" means any person who performs any service on the premises of a massage therapy business on a full time, part time, or contract basis, regardless of whether the person is considered an employee, independent contractor, agent, apprentice, trainee, or otherwise.
- C. "License" means permission granted by competent authority to exercise a certain privilege that, without such authorization, would constitute an illegal act. The document that confers permission to a person engaged in massage therapy shall be issued by the State of Iowa Board of Massage Therapy. Massage therapy business licenses shall be issued by the City of West Des Moines.
- D. "Massage patron" means any person who receives, or pays to receive, a massage or massage services from a massage therapist for value.
- E. "Massage therapist" means a person licensed to practice the health care service of the healing art of massage therapy under Iowa Code Chapter 152C.
- F. "Massage therapy" means performance for compensation of massage, myotherapy, massotherapy, bodywork, bodywork therapy, or therapeutic massage, including hydrotherapy, superficial hot

and cold applications, vibration and topical applications, or other therapy which involves manipulation of the muscle and connective tissue of the body, excluding osseous tissue, to treat the muscle tonus system for the purpose of enhancing health, muscle relaxation, increasing range of motion, reducing stress, relieving pain, or improving circulation.

- G. "Massage therapy business" means any business or place of business, including mobile, temporary, and transient businesses, wherein, or on whose behalf, any of the treatments, techniques, or methods of treatment referred to as "massage therapy" are administered, practiced, used, given, or applied.
- H. "Premises" means the real property, or portion thereof, upon which the massage therapy business is located, including but not limited to, the buildings, grounds, private walkways, parking lots, and parking garages through which the business has access, control, or ownership.
- I. "Reflexology" means manipulation of the soft tissues of the human body which is restricted to the hands, feet, or ears, performed by persons who do not hold themselves out to be massage therapists or to be performing massage therapy.
- J. "Specified criminal activity" means any of the following specified crimes:
- (1) Any crime identified in Iowa Code Chapter 709 – Sexual Abuse (2017), Iowa Code Chapter 710 – Kidnapping and Related Offenses (2017), or Iowa Code Chapter 710A – Human Trafficking (2017);
 - (2) Prostitution, leasing premises for prostitution, pimping, or pandering, as those crimes have been identified in Iowa Code Chapter 725 (2017), or any crime identified in Iowa Code Chapter 726 – Protection of the Family and Dependent Persons (2017);
 - (3) Any crime identified in Iowa Code Chapter 728 – Obscenity (2017);
 - (4) Any crime that requires sex offender registration pursuant to Iowa Code Chapter 692A – Sex Offender Registry (2017);
 - (5) Any crime involving serious injury or death to another person, robbery, burglary, felony theft, fraud, forgery, identity theft, aggravated harassment, or stalking; and
 - (6) Any criminal offense in another jurisdiction that, had the predicate act(s) been committed in Iowa, would have constituted any of the foregoing offenses.

3-6-3: LICENSE REQUIRED.

No person, firm, corporation, or other legal entity shall operate a massage therapy business, either exclusively or in connection with another business, without first obtaining a license from the City as provided in this Chapter. Licenses shall be subject to renewal on an annual basis. A separate license shall be obtained for each business or place of business. The licensee shall display the license in a prominent place in the licensed business at all times.

3-6-4: LICENSE FEE.

At the time of submittal of a massage therapy business license application, the applicant shall pay to the City Clerk the applicable license fee. The City Council shall establish the amount of the license fee for initial and renewal licenses by resolution. Any licenses surrendered, suspended, or revoked prior to the date of expiration shall not be entitled to a refund of any portion of the license fee.

3-6-5: LICENSE APPLICATION.

Application for a massage therapy business license shall be submitted on forms provided by the City Clerk's office. The application shall include the following information:

- A. The address of the massage therapy business property and documentation establishing the applicant's interest in the premises on which the business will be located, which shall be in the form of a lease, deed, or other document that establishes the applicant's interest in the property.
- B. The full legal name, date of birth, and residential address of each applicant, owner, manager, employee, agent, contractor, or other person who is or will be present on the premises to perform massage therapy, regardless of the legal relationship between the licensee and the persons performing massage therapy services.
- C. Dates and locations of other places the applicant has owned or operated as a massage therapy business.
- D. Each new applicant, owner, manager, employee, agent, contractor, or other person who is or will be present on the premises to perform massage therapy, who resides in the State of Iowa, shall provide, at the applicant's expense, an officially sealed State of Iowa Division of Criminal Investigation (DCI) personal background check to the City, which is dated no more than thirty (30) days prior to the application. Those who do not reside in the State of Iowa shall provide, at the applicant's expense, an equivalent personal background check from the applicant's state of residence.
- E. Each new applicant, owner, manager, employee, agent, contractor, or other person who is or will be present on the premises to perform massage therapy shall be fingerprinted and photographed by the City's police department at the applicant's expense.
- F. A statement as to whether each applicant, owner, manager, employee, agent, contractor, or other person providing massage therapy on behalf of the massage therapy business has ever been convicted of specified criminal activity as defined in this Chapter. The statement shall include details regarding the type of each charge and the date and location of the incident(s) in question.
- G. A statement as to whether the applicant, owner, manager, employee, agent, contractor, or other person providing massage therapy on behalf of the massage therapy business has had any license to perform massage therapy denied, revoked, or suspended in any city, county, state, or any country and the reason for the denial, revocation, or suspension.
- H. A copy of a state government issued photo identification of each new applicant, owner, manager, employee, agent, contractor, or other person present on the premises who has or will provide massage therapy, or other proof that the person is legally authorized to work in the United States.
- I. Provide proof of current State of Iowa massage therapy licenses for all persons present on the premises who have or will provide massage therapy.
- J. All applicants and licensees shall be required to promptly notify the City during the application review or the term of the license if there are any new owners, managers, employees, agents, contractors, or other persons who are or will be present on the premises to perform massage therapy and shall immediately submit updated information to the City pursuant to this Chapter, including but not limited to a personal background check, photographing, fingerprinting, and proof of identification, as well as any amendments to the statements provided as required by this Chapter.

3-6-6: GRANTING OR DENIAL OF LICENSE.

License applications shall be reviewed by the City and the City shall either grant or deny the license. The City shall inform the applicant regarding the reasons for a license denial.

3-6-7: CONDITIONS GOVERNING ISSUANCE.

- A. No license shall be issued if the applicant or any of its owners, managers, employees, contractors, agents, or other persons performing massage therapy at the massage therapy business has a criminal conviction for specified criminal activity as defined in this Chapter or who is a registered sex offender. No license shall be issued if the applicant has been denied a license by another community unless the applicant has provided the City with sufficient proof that the basis for the license denial has been remedied.
- B. Licenses shall be issued only if the applicant and all of its owners, managers, employees, contractors, agents, or other persons performing massage therapy at the massage therapy business are free of convictions for specified criminal activity as defined in this Chapter or which relate directly to such person's ability or fitness to legally and safely perform the duties and discharge the responsibilities of the licensed activity.
- C. Licenses shall only be issued to applicants who have provided all of the information requested in the application, have paid required license fees, and have cooperated with the City during its review of the application.
- D. If issued, the license shall be displayed in a conspicuous place on the business premises so that it can be readily seen by the public upon entering the business.

3-6-8: LICENSE PERIOD.

Licenses shall be granted by the City on an annual, calendar year basis. Each license issued shall terminate on December 31 of that year. Licensees shall obtain a renewal license from the City prior to expiration of an existing license. Licensees shall apply to the City for a renewal license by December 1 of that year to allow the City sufficient time to review a license renewal application.

3-6-9: EXEMPTIONS.

This Chapter shall not apply to the following businesses:

- A. Businesses who employ or provide the services of persons who are licensed to practice medicine or surgery, osteopathic medicine or surgery, chiropractic, cosmetology arts and sciences, or podiatry in the State of Iowa; or athletic trainers, nurses, occupational therapists, physical therapists, or physician assistants licensed, certified, or registered in the State of Iowa or acting under the prescription or supervision of a person licensed to practice medicine or surgery or osteopathic medicine and surgery in the State of Iowa.
- B. Massage therapists who are employed or are contracted to perform massage therapy in a business identified in Section 3-6-9(A) of this Code.
- C. Businesses who employ or provide the services of persons who are licensed, registered, or certified in another state, territory, the District of Columbia, or a foreign country when incidentally and temporarily present in the State of Iowa to teach a course of instruction related to massage and bodywork therapy.

- D. Businesses which offer the services of students enrolled in a program recognized by the State of Iowa Board of Massage Therapy while completing a clinical requirement for graduation performed under the supervision of a licensed person.
- E. Businesses who employ or provide the services of persons practicing reflexology.
- F. Businesses who employ or provide the services of persons engaged within the scope of practice of a profession with established standards and ethics utilizing touch, words, and directed movement to deepen awareness of existing patterns of movement in the body as well as to suggest new possibilities of movement, provided that the practices performed or services rendered are not designated or implied to be massage therapy. Such practices include, but are not limited to, the Feldenkrais method, the Trager approach, and mind-body centering.
- G. Business who employ or provide the services of persons engaged within the scope of practice of a profession with established standards and ethics in which touch is limited to that which is essential for palpitation and affectation of the human energy system, provided that the practices performed or services rendered are not designated or implied to be massage therapy.
- H. Business who employ or provide the services of persons incidentally present in the State of Iowa to provide services as part of an emergency response team working in conjunction with disaster relief officials.

3-6-10: GROUNDS FOR DENIAL, SUSPENSION, OR REVOCATION OF LICENSE.

In addition to any other reasons set forth in this Chapter, it shall be grounds for denial, suspension, and/or revocation of a massage therapy application or business license if one or more of the following conditions have occurred:

- A. If the applicant or licensee has not complied with or has a history of violations of the laws and ordinances that might adversely impact public health or safety.
- B. If the applicant or licensee solicits or advertises to offer services that are in violation of this Chapter.
- C. If the applicant or licensee has been convicted of any violation, reasonable related to the activity to be or that has been licensed, or has occurred on the licensed premises, of any city ordinance, state statute, or federal law.
- D. If there has been any fraud or deception involved in the license application process.
- E. If the licensee has been found to be in control or possession of any narcotic drugs or controlled substances on the business premises for which they are licensed to operate, possession of which is illegal as defined by city ordinance, state statute, or federal law.
- F. If the applicant or licensee has engaged in willful disregard of health or safety codes and regulations.
- G. If the applicant fails to provide all of the information required by this Chapter, including any failure to promptly submit updated information.

- H. If the licensee permits an unlicensed individual or unlicensed individuals to conduct massage therapy services at the licensee's premises.
- I. If the licensee refuses to allow any police officers or government officials to inspect the premises or operations.
- J. If the licensee has been found to be in violation of the provisions of this Chapter or the Iowa Code.
- K. If the business promotes its services through websites that are known to advertise services that are illegal.

3-6-11: NOTICE; APPEAL.

- A. Notice: The City Clerk shall have the applicant or licensee served with notice either in person or by regular mail to the licensee's address shown on the license application notifying the licensee of the license denial, suspension, or revocation and the specific reason(s) for such action. The applicant or licensee shall be prohibited from any further activities covered by the license during the term of any suspension or revocation, including during any appeal periods unless otherwise allowed by court order.
- B. The applicant or licensee shall have ten (10) calendar days from the date of the notice to appeal the City's denial, suspension, or revocation of a massage therapy business license. The appeal must be in writing and filed with the City Clerk during normal City Hall business hours. The municipal code hearing officer, as provided in section 4-4-9 of this Code, shall hear the appeal and may reverse, modify, or affirm the City's decision.
- C. The applicant or licensee or the City may then appeal an adverse decision by the municipal code hearing officer to the Polk County, Iowa, District Court within thirty (30) calendar days from the date of the hearing officer's decision.
- D. Failure to appeal any decision within the provided time frame shall constitute a waiver of any right to contest the decision.

3-6-12: RESTRICTIONS AND REGULATIONS.

- A. Compliance with Law. The licensee and all of its employees and contractors shall comply with all applicable regulations and laws of the City and State of Iowa.
- B. Person in Charge. If the applicant or licensee is a partnership, corporation, or other legal entity, the applicant or licensee shall designate a local representative to serve as agent for service of notices and other process relating to the business and provide the local representative's telephone number, e-mail address, and mailing address. The applicant or licensee shall promptly notify the City Clerk in writing of any change to the identity or contact information of the local representative.
- C. Hours of Business. The licensed premises shall not be open for business nor shall patrons be permitted on the premises between the hours of 10:00 p.m. and 7:00 a.m. No person shall be or remain inside the licensed premises between the hours of 11:00 p.m. and 6:00 a.m., unless the premises is a residence with a valid home occupancy permit.

- D. Each licensed business shall have at least one licensed massage therapist on the premises at all hours that the business is occupied by patrons or is open to the public. If, during an inspection, there is no licensed massage therapist on the premises, the business must cease operations and close until a licensed massage therapist is on the premises.

3-6-13: UNLAWFUL ACTS; PENALTY.

- A. A person who commits or attempts to commit, conspires to commit, or aids or abets in the commission of an act constituting a violation of this Chapter, whether individually or in connection with one or more persons, or as principal, agent, or accessory, has committed an unlawful act for purposes of this Chapter. A person who falsely, fraudulently, forcibly, or willfully, induces, causes, coerces, permits, or directs another person to violate a provision of this Chapter has also committed an unlawful act for purposes of this Chapter.
- B. Commission of any act declared unlawful and in violation of the provisions of this Chapter shall constitute a simple misdemeanor punishable as provided in Section 5-2-1 of this Code. Failure to comply with the provisions of this Chapter shall also constitute a municipal infraction punishable pursuant to Section 1-4-1 of this Code.

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 27th day of December, 2017.

Rick Messerschmidt, Mayor Pro Tem

ATTEST:

Ryan T. Jacobson, City Clerk

RESOLUTION NO. _____

**RESOLUTION APPROVING THE LICENSE FEE STRUCTURE
FOR MASSAGE THERAPY BUSINESSES IN
THE CITY OF WEST DES MOINES, IOWA**

WHEREAS, the City of West Des Moines, Iowa, has adopted regulations involving massage therapy businesses through an application process; and

WHEREAS, the City believes it is necessary to impose license fees for massage therapy businesses due to the time and effort expended by City staff to review the license applications.

WHEREAS, the City wishes to keep the license fees as low as possible so as to not significantly penalize legitimate massage therapy businesses for the bad acts of illegitimate businesses.

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

1. The City of West Des Moines hereby establishes the initial and renewal license fees for massage therapy businesses in the amount of \$100.00 to be paid on an annual basis, pursuant to the provisions contained in West Des Moines Code section 3-6-3.
2. For those massage therapy businesses that open after July 1 of a given year, the City of West Des Moines shall reduce the initial license fee in half, meaning that the new business shall only pay \$50.00.
3. The Finance Director for the City of West Des Moines shall incorporate this license fee structure into the adopted schedule of rates and fees imposed by the City.

PASSED AND ADOPTED this 27th day of December, 2017.

Rick Messerschmidt, Mayor Pro Tem

ATTEST:

Ryan T. Jacobson, City Clerk

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

DATE: December 27, 2017

ITEM: Aspen Valley, 850, 878, 900, 912, 928, 942, 964, & 978 84th Street – Vacate 30’ buffer park easement located along rear lot line of Lots 53-60, Aspen Valley – Property owner initiated – VAC-003700-2017

RESOLUTION: Approval of Vacation Request

FINANCIAL IMPACT: Undetermined.

BACKGROUND: The property owners of 850, 878, 900, 912, 928, 942, 964, & 978 84th Street are requesting to vacate the 30’ buffer park easement located across the rear yard of their properties (Lots 53-60, Aspen Valley). The buffer park easement is a 30’ area on the residential properties that is reserved for landscaping and buffering the property from the Office designated property to the west. Vacation of the buffer allows the property owners to place fences, gazebos, play equipment, gardens, etc. within the area previously encumbered by the easement. As noted in the Plan and Zoning Commission communication, the easement was required on the Aspen Valley Single Family as the developer of the subdivision requested the change in zoning from office to residential thus triggering the need for a buffer between dissimilar land uses. Staff has no issues with the buffer being eliminated as long as it is understood by the property owners that when the adjacent property to the west develops, they will not be required to implement buffering adjacent to the residential lots.

Plan and Zoning Commission Action:

Vote: 6-0 approval, with Commissioner Brown absent

Date: December 18, 2017

Motion: Adopt a resolution recommending the City Council approve the Buffer Vacation request.

OUTSTANDING ISSUES: There are no outstanding issues. The following items of interest are noted in the attached Plan and Zoning Commission report (see Exhibit I):

- Applicant’s Request
- History
- City Council Subcommittee – *Development & Planning Subcommittee, December 11, 2017*
- Staff Review and Comment
 - *Property to the West*
 - *Public Utility Easement*
- Comprehensive Plan Consistency
- Staff Recommendations and Conditions of Approval
- Noticing Information

RECOMMENDATION: Based upon the preceding review and a finding of consistency with the goals and policies of the Comprehensive Plan, the Plan and Zoning Commission recommends the City Council approve a Vacation request of the 30 foot buffer park easement located adjacent to the western boundary of Lots 53, 54, 55, 56, 57, 58, 59, & 60 Aspen Valley, subject to the applicant meeting all City Code requirements.

Lead Staff Member: Brian Portz, AICP *BP*

STAFF REVIEWS

Department Director	AT
Appropriations/Finance	
Legal	JBW
Agenda Acceptance	(M)

PUBLICATION(S) (if applicable)

Published In	Des Moines Register
Date(s) Published	December 11, 2017
Letter sent to surrounding property owners	December 8, 2017

SUBCOMMITTEE REVIEW (if applicable)

Committee	Development and Planning		
Date Reviewed	December 11, 2017		
Recommendation	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Split <input type="checkbox"/>

ATTACHMENTS:


- Exhibit I - Plan and Zoning Commission Communication
 - Attachment A - Plan and Zoning Commission Resolution (No Conditions of Approval)
 - Attachment B - Location Map
 - Attachment C - Aspen Valley Final Plat (buffer labeled)
- Exhibit II - City Council Resolution

**CITY OF WEST DES MOINES
PLAN AND ZONING COMMISSION COMMUNICATION**

Meeting Date: December 18, 2017

Item: Aspen Valley, 850, 878, 900, 912, 928, 942, 964, & 978 84th Street – Vacate 30’ buffer park easement located along rear lot line of Lots 53-60, Aspen Valley – Property owner initiated – VAC-003700-2017

Requested Action: Approval of a Vacation Request

Case Advisor: Brian S. Portz, AICP 

Applicant’s Request: The property owners of 850, 878, 900, 912, 928, 942, 964, & 978 84th Street are requesting to vacate the 30’ buffer park easement located across the rear yard of their properties (Lots 53-60, Aspen Valley). The buffer park easement is a 30’ area on the residential properties that is reserved for landscaping and buffering the property from the Office designated property to the west. Vacation of the buffer allows the property owners to place fences, gazebos, play equipment, gardens, etc. within the area previously encumbered by the easement.

History: This property was annexed into the City as part of the 105th/Ashworth Road annexation, approved by the City Council on January 24, 2011. A Comprehensive Plan land use change from Office to Single Family Residential and Rezoning to Single Family Residential RS-20 to allow for 32 single family lots was approved for this property in April 2014. The development at the time was to be called Brody Place Estates. A designation of RS-20 was applied to the property in response to limited sanitary sewer capacity for the area. Since the April 2014 rezoning, the City has annexed the Chase property north of I-80 and approved a sanitary sewer project that will increase capacity for the area, thus eliminating the need to restrict the development to only 32 lots. On March 23, 2015, the City Council approved a rezoning request for the subject property to a RS-10 designation to allow smaller lots at a minimum of 10,000 square feet. In November of 2015, the City Council approved the Aspen Valley final plat to develop the property with 60 single family lots. The Aspen Valley final plat included the 30’ buffer park easement in question.

City Council Subcommittee: This item was presented to the Development and Planning City Council Subcommittee on December 11, 2017. No disagreement to the request was expressed by the Subcommittee.

Staff Review and Comment: There are no outstanding issues. Staff would note the following:

- **Property to the West:** The property owners have been made aware that the property to the west of them is currently designated for office development on the City’s future land use map and that there are currently discussions to possibly change this to a Community Commercial designation which would allow for more commercial development to their west. Since the zoning of the Aspen Valley residential properties was changed at the property owner/developer’s request from Office to Residential prior to the development of the Aspen Valley subdivision, City Code doesn’t require a future office or commercial developer (to the west) to provide buffering (landscaping, berms, fences, etc.) along the adjoining property line with the residential properties. The burden of the buffer is on the single family ground, thus why the buffer in question was required and installed on the properties by the Aspen Valley developer.
- **Public Utility Easement:** As noted on the Aspen Valley Final Plat, for lots 54-60, there will still be a 10’ public utility easement (PUE) (for private utility company use, i.e. Century Link, MidAmerican Energy, etc.) on the east side of the vacated (if approved) buffer park easement. No structures can be built within the PUE. Fences generally can be built within the easement, but the fences can be removed by the utility companies if deemed necessary for service of their utilities. There is no requirement for the utility companies to remove the fence, or any other structures placed in the easement area in such a way to allow it to be reinstalled, or for the utility company to physically reinstall the fence. Additionally, any landscape vegetation located within the easement area can be removed by the utility company with no reinstallation or compensation.

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.

Staff Recommendations and Conditions of Approval: 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 Vacation request for the 30 foot buffer park easement located along the western boundary of Lots 53, 54, 55, 56, 57, 58, 59, & 60 Aspen Valley, subject to the applicant meeting all City Code requirements.

Noticing Information: On December 11, 2017, notice for the December 18, 2017 Plan and Zoning Commission and December 27, 2017 City Council Public Hearings on this project was published in the Des Moines Register. Notice of these public hearings was also mailed to all surrounding property owners within 370 feet of the subject property on December 8, 2017.

Attachments:

- Attachment A - Plan and Zoning Commission Resolution
- Exhibit A - Conditions of Approval
- Attachment B - Location Map
- Attachment C - Aspen Valley Final Plat (buffer labeled)

RESOLUTION NO. PZC- 17-113

A RESOLUTION OF THE PLAN AND ZONING COMMISSION OF THE CITY OF WEST DES MOINES, RECOMMENDING TO THE CITY COUNCIL THAT IT APPROVE THE VACATION REQUEST (VAC-003700-2017) FOR THE PURPOSE OF VACATING A 30' BUFFER PARK EASEMENT LOCATED ALONG THE WESTERN BOUNDARY OF LOTS 53, 54, 55, 56, 57, 58, 59 AND 60 WITHIN ASPEN VALLEY

WHEREAS, pursuant to the provisions of Title 10, Chapter 1 et seq, of the West Des Moines Municipal Code, the property owners of 850, 878, 900, 912, 928, 942, 964, & 978 84th Street are requesting to vacate the 30' buffer park easement located across the rear yard of their properties (Lots 53-60, Aspen Valley);

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 December 18, 2017 this Commission held a duly-noticed hearing to consider the application for Vacation Request (VAC-003700-2017);

NOW, THEREFORE, THE PLAN AND ZONING COMMISSION OF THE CITY OF WEST DES MOINES DOES RESOLVE AS FOLLOWS:

SECTION 1. The findings, for approval, in the staff report, dated December 18, 2017, or as amended orally at the Plan and Zoning Commission hearing of December 18, 2017, are adopted.

SECTION 2. VACATION REQUEST (VAC-003700-2017) to vacate the existing 30 foot buffer park easement located across the western 30' of lots 53-60 of Aspen Valley is recommended to the City Council for approval, subject to compliance with all the conditions in the staff report, dated December 18, 2017, including conditions added at the Hearing. 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.

The legal description of the buffer park easement to be vacated is as follows:

The west 30 feet of Lots 53-60, except the north 30 feet of Lot 60 Aspen Valley, an Official Plat, City of West Des Moines, Dallas County, Iowa

PASSED AND ADOPTED on December 18, 2017.

Craig Erickson, Chair Plan and Zoning Commission

ATTEST:

Janifer Canaday 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 December 18, 2017 by the following vote:

- AYES: Andersen, Costa, Crowley, Erickson, Hatfield, Southworth
NAYS:
ABSTENTIONS:
ABSENT: Brown

ATTEST:

Janifer Canaday Recording Secretary

Exhibit A
Conditions of Approval

1. **No conditions of approval.**

Aspen Valley Buffer Vacation



Properties where
Buffer Park Easement
is proposed to be vacated



1: 3,500



583.3
0 291.67 583.3 Feet
NAD_1983_StatePlane_Iowa_South_FIPS_1402_Feet
© City of West Des Moines, Iowa

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

FINAL PLAT
ASPEN VALLEY
 Sheet 2 of 3

CURVE DATA

Station	Curve	Length	Radius	Chord	Angle	Offset
0+00	1	100.00	1000.00	100.00	180.00	0.00
0+100	1	100.00	1000.00	100.00	180.00	0.00
0+200	1	100.00	1000.00	100.00	180.00	0.00
0+300	1	100.00	1000.00	100.00	180.00	0.00
0+400	1	100.00	1000.00	100.00	180.00	0.00
0+500	1	100.00	1000.00	100.00	180.00	0.00
0+600	1	100.00	1000.00	100.00	180.00	0.00
0+700	1	100.00	1000.00	100.00	180.00	0.00
0+800	1	100.00	1000.00	100.00	180.00	0.00
0+900	1	100.00	1000.00	100.00	180.00	0.00
1+000	1	100.00	1000.00	100.00	180.00	0.00
1+100	1	100.00	1000.00	100.00	180.00	0.00
1+200	1	100.00	1000.00	100.00	180.00	0.00
1+300	1	100.00	1000.00	100.00	180.00	0.00
1+400	1	100.00	1000.00	100.00	180.00	0.00
1+500	1	100.00	1000.00	100.00	180.00	0.00
1+600	1	100.00	1000.00	100.00	180.00	0.00
1+700	1	100.00	1000.00	100.00	180.00	0.00
1+800	1	100.00	1000.00	100.00	180.00	0.00
1+900	1	100.00	1000.00	100.00	180.00	0.00
2+000	1	100.00	1000.00	100.00	180.00	0.00
2+100	1	100.00	1000.00	100.00	180.00	0.00
2+200	1	100.00	1000.00	100.00	180.00	0.00
2+300	1	100.00	1000.00	100.00	180.00	0.00
2+400	1	100.00	1000.00	100.00	180.00	0.00
2+500	1	100.00	1000.00	100.00	180.00	0.00
2+600	1	100.00	1000.00	100.00	180.00	0.00
2+700	1	100.00	1000.00	100.00	180.00	0.00
2+800	1	100.00	1000.00	100.00	180.00	0.00
2+900	1	100.00	1000.00	100.00	180.00	0.00
3+000	1	100.00	1000.00	100.00	180.00	0.00
3+100	1	100.00	1000.00	100.00	180.00	0.00
3+200	1	100.00	1000.00	100.00	180.00	0.00
3+300	1	100.00	1000.00	100.00	180.00	0.00
3+400	1	100.00	1000.00	100.00	180.00	0.00
3+500	1	100.00	1000.00	100.00	180.00	0.00
3+600	1	100.00	1000.00	100.00	180.00	0.00
3+700	1	100.00	1000.00	100.00	180.00	0.00
3+800	1	100.00	1000.00	100.00	180.00	0.00
3+900	1	100.00	1000.00	100.00	180.00	0.00
4+000	1	100.00	1000.00	100.00	180.00	0.00
4+100	1	100.00	1000.00	100.00	180.00	0.00
4+200	1	100.00	1000.00	100.00	180.00	0.00
4+300	1	100.00	1000.00	100.00	180.00	0.00
4+400	1	100.00	1000.00	100.00	180.00	0.00
4+500	1	100.00	1000.00	100.00	180.00	0.00
4+600	1	100.00	1000.00	100.00	180.00	0.00
4+700	1	100.00	1000.00	100.00	180.00	0.00
4+800	1	100.00	1000.00	100.00	180.00	0.00
4+900	1	100.00	1000.00	100.00	180.00	0.00
5+000	1	100.00	1000.00	100.00	180.00	0.00
5+100	1	100.00	1000.00	100.00	180.00	0.00
5+200	1	100.00	1000.00	100.00	180.00	0.00
5+300	1	100.00	1000.00	100.00	180.00	0.00
5+400	1	100.00	1000.00	100.00	180.00	0.00
5+500	1	100.00	1000.00	100.00	180.00	0.00
5+600	1	100.00	1000.00	100.00	180.00	0.00
5+700	1	100.00	1000.00	100.00	180.00	0.00
5+800	1	100.00	1000.00	100.00	180.00	0.00
5+900	1	100.00	1000.00	100.00	180.00	0.00
6+000	1	100.00	1000.00	100.00	180.00	0.00
6+100	1	100.00	1000.00	100.00	180.00	0.00
6+200	1	100.00	1000.00	100.00	180.00	0.00
6+300	1	100.00	1000.00	100.00	180.00	0.00
6+400	1	100.00	1000.00	100.00	180.00	0.00
6+500	1	100.00	1000.00	100.00	180.00	0.00
6+600	1	100.00	1000.00	100.00	180.00	0.00
6+700	1	100.00	1000.00	100.00	180.00	0.00
6+800	1	100.00	1000.00	100.00	180.00	0.00
6+900	1	100.00	1000.00	100.00	180.00	0.00
7+000	1	100.00	1000.00	100.00	180.00	0.00
7+100	1	100.00	1000.00	100.00	180.00	0.00
7+200	1	100.00	1000.00	100.00	180.00	0.00
7+300	1	100.00	1000.00	100.00	180.00	0.00
7+400	1	100.00	1000.00	100.00	180.00	0.00
7+500	1	100.00	1000.00	100.00	180.00	0.00
7+600	1	100.00	1000.00	100.00	180.00	0.00
7+700	1	100.00	1000.00	100.00	180.00	0.00
7+800	1	100.00	1000.00	100.00	180.00	0.00
7+900	1	100.00	1000.00	100.00	180.00	0.00
8+000	1	100.00	1000.00	100.00	180.00	0.00
8+100	1	100.00	1000.00	100.00	180.00	0.00
8+200	1	100.00	1000.00	100.00	180.00	0.00
8+300	1	100.00	1000.00	100.00	180.00	0.00
8+400	1	100.00	1000.00	100.00	180.00	0.00
8+500	1	100.00	1000.00	100.00	180.00	0.00
8+600	1	100.00	1000.00	100.00	180.00	0.00
8+700	1	100.00	1000.00	100.00	180.00	0.00
8+800	1	100.00	1000.00	100.00	180.00	0.00
8+900	1	100.00	1000.00	100.00	180.00	0.00

ZONING:
 RS-20
 COMP. PLAN:
 OFF.

ZONING:
 RS-10
 COMP. PLAN:
 SINGLE FAMIL.
 RESIDENT

30' Buffer Park
 Easement to be
 Vacated

LINE DATA

LINE	BEARING	LENGTH
L1	N47°41'21"E	10.17'
L2	N00°12'11"	3.77'
L3	N86°20'12"W	10.02'
L4	S12°30'00"E	11.53'

- LEGEND
- ▲ PLAT BOUNDARY
 - SECTION CORNER
 - FOUND CORNER, AS NOTED
 - SET CORNER 5/8" I.R. W/ YELLOW CAP #15156
 - I.R. IRON ROD
 - G.P. GAS PIPE
 - D. DEEDED DISTANCE
 - M. MEASURED DISTANCE
 - R. PREVIOUSLY RECORDED DISTANCE
 - P.U.E. PUBLIC UTILITY EASEMENT
 - ADDRESS
 - B.S.I. BUILDING SETBACK LINE
 - M.O.E. MINIMUM OPENING ELEVATION
 - M.P.E. MINIMUM PROTECTION ELEVATION
 - N.R. NOT RADIAL
 - SPOT ELEVATION



COOPER CRAWFORD
 & ASSOCIATES, L.L.C.
 CIVIL ENGINEERS

475 S. 30th STREET, SUITE 600, WEST DES MOINES, IOWA 50265
 PHONE: (515) 224-1344 FAX: (515) 224-1345



SCALE: 1"=50'

DATE: 10-16-2015
 REVISIONS: 11-4-2015
 11-11-2015

JOB NUMBER

**CC
 1694**

APPROVED: _____ INITIALS: _____ AS-BUILT: _____
**FINAL PLAT
 ASPEN VALLEY**

**SHEET
 2 OF 3**

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

RESOLUTION

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST DES MOINES,
APPROVING THE VACATION REQUEST (VAC-003700-2017) FOR THE PURPOSE OF
VACATING AN EXISTING BUFFER PARK EASEMENT**

WHEREAS, pursuant to the provisions of Title 10, Chapter 1 et seq, of the West Des Moines Municipal Code, the property owners of 850, 878, 900, 912, 928, 942, 964, & 978 84th Street are requesting to vacate the 30' buffer park easement located across the rear yard of their properties (Lots 53-60, Aspen Valley);

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 December 18, 2017, the Plan and Zoning Commission did recommend to the City Council approval of the Vacation Request (VAC-003700-2017);

WHEREAS, on December 27, 2017 this City Council held a duly-noticed public hearing to consider the application for Vacation Request (VAC-003700-2017);

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

SECTION 1. The findings for approval in the staff report dated December 27, 2017, or as amended orally at the City Council hearing of December 27, 2017, are adopted.

SECTION 2. VACATION REQUEST (VAC-003700-2017) to vacate the 30 foot buffer park easement located adjacent to the western boundary of Lots 53-60 of Aspen Valley, is approved subject to compliance with all the conditions in the staff report, dated December 27, 2017, including conditions added at the Hearing. Violation of any such conditions shall be grounds for any remedy, legal or equitable, which is available to the City.

The legal description of the buffer park easement to be vacated is as follows:

**THE WEST 30 FEET OF LOTS 53-60, EXCEPT THE NORTH 30 FEET OF LOT 60,
ASPEN VALLEY, AN OFFICIAL PLAT, CITY OF WEST DES MOINES, DALLAS
COUNTY, IOWA**

PASSED AND ADOPTED on December 27, 2017.

Rick Messerschmidt, Mayor Pro Tem

ATTEST:

Ryan T. Jacobson
City Clerk

I HEREBY CERTIFY that the foregoing resolution was duly adopted by the City Council of the City of West Des Moines, Iowa, at a regular meeting held on December 27, 2017 by the following vote:

ATTEST:

Ryan T. Jacobson
City Clerk

***No Conditions of Approval**

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

Date: December 27, 2017

ITEM: Ordinance Amendment – Amend Title 9 (Zoning), Chapter 2 (Zoning Rules and Definitions), Chapter 5 (Agricultural/Open Space and Residential Zoning District), and Chapter 10 (Performance Standards) to update definitions and regulations pertaining to alternative residential structures – City Initiated (AO-003705-2017)

ORDINANCE: Approval of First Reading of the Ordinance

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 alternative residential structures. These changes are intended to further define and develop performance standards for structures that could serve as dwellings outside of traditional single and multi-family buildings. (See Exhibit II – Proposed Ordinance).

Plan and Zoning Commission Action:

Vote: 6-0 Approval, Commissioner Brown absent

Date: December 18, 2017

Motion: Approve a resolution recommending the City Council approve the first reading of the amendment to Title 9, Zoning

OUTSTANDING ISSUES: There are no outstanding issues.

The following items of interest are noted in the attached Plan and Zoning Commission report (see Exhibit I):

- Applicant’s Request
- City Council Subcommittee
- Staff Review and Comment
- Noticing Information
- Staff Recommendation and Conditions of Approval

RECOMMENDATION: Based upon the preceding review, the Plan and Zoning Commission recommends the City Council approve the first reading to amend City Code to update definitions and regulations pertaining to alternative residential structures.

Lead Staff Member: Linda Schemmel, AIA



Staff Reviews:

Department Director	
Appropriations/Finance	
Legal	
Agenda Acceptance	

PUBLICATION(S) (if applicable)

Published In	Des Moines Register
Date(s) Published	December 11, 2017
Letter sent to surrounding property owners	N/A

SUBCOMMITTEE REVIEW (if applicable)

Committee	Development & Planning		
Date Reviewed	November 27, 2017		
Recommendation	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Split <input type="checkbox"/>

ATTACHMENTS:

- Exhibit I - Plan and Zoning Commission Communication
- Attachment A - Plan & Zoning Commission Resolution
- Exhibit A - Proposed Ordinance (*moved to Exhibit II*)
- Exhibit B - Visual Examples
- Exhibit II - Ordinance

**CITY OF WEST DES MOINES
PLAN AND ZONING COMMISSION**

Meeting Date: December 18, 2017

Item: Ordinance Amendment – Amend Title 9 (Zoning), Chapter 2 (Zoning Rules and Definitions), Chapter 5 (Agricultural/Open Space and Residential Zoning District), and Chapter 10 (Performance Standards) to update definitions and regulations pertaining to alternative residential structures – City Initiated (AO-003705-2017)

Request Action: Approval of an amendment to the City Code

Case Advisor: Linda Schemmel, AIA

Applicant's Request: The City of West Des Moines requests an amendment to several chapters of Title 9 (Zoning) to update definitions and regulations pertaining to alternative residential structures. These changes are intended to further define and develop performance standards for structures that could serve as dwellings outside of traditional single and multi-family buildings. (See Attachment A, Exhibit A – Proposed Ordinance).

City Council Subcommittee: This item was discussed at the November 27, 2017, Development and Planning City Council Subcommittee. The subcommittee was supportive of changes to the ordinance.

Staff Review and Comment: There are no outstanding issues. Staff summarizes the following key points of interest:

- **Zoning Definitions (Title 9, Chapter 2, Section 2):** With the recent popularity of tiny homes and mobile dwellings, there is a need to further define these alternative residential structures in code. In addition, residential structures that are manufactured off-site are referred to by several different terms (factory built, modular home, manufactured home, mobile home, trailer home, etc.). To avoid confusion when regulating these structures, staff is recommending updates or new definitions of these structures. The proposed amendment is:
 - Adding definitions for: Factory Built or Modular Structure, Modular or Mobile Home Park, Park Home or Park Model and Tiny Home;
 - Updating definitions for: Manufactured or Mobile Home, Recreational Vehicle and Trailer.
 - Dwelling and Dwelling Unit are to be combined into one definition with updated language.
 - Removing the following definitions: Factory Built Home, Factory Built Home Park.

Please see Exhibit B for visual examples of these definitions.

- **Agricultural/Open Space and Residential Zoning District, Specific Use Regulations (Title 9, Chapter 5, Section 4):** A new subsection for alternative residential structures will be added to the residential specific use regulations outlining the type of occupancy (short or long term), required parking, required garage space and allowed use in residential zoning districts.
- **Performance Standards, Specific Use Regulations (Title 9, Chapter 10, Section 4):** Performance standards are being added for Factory Built Structures related to bulk regulations and design standards.

Noticing Information: On December 11, 2017, notice of the December 18, 2017, Plan and Zoning Commission and December 27, 2017, City Council public hearings for this project was published in the *Des Moines Register*.

Staff Recommendation and Conditions of Approval: Staff recommends the Plan & Zoning Commission approve a resolution recommending to the City Council approval of the ordinance amendment.

Attachments:

- Attachment A – Plan and Zoning Commission Resolution**
- Exhibit A – Proposed Ordinance**
- Exhibit B – Visual Examples**

RESOLUTION NO. PZC-17-315

A RESOLUTION OF THE PLAN AND ZONING COMMISSION OF THE CITY OF WEST DES MOINES, RECOMMENDING TO THE CITY COUNCIL THAT IT APPROVE AN ORDINANCE TO AMEND TITLE 9 (ZONING), CHAPTER 2 (ZONING RULES AND DEFINITIONS), SECTION 2 (DEFINITIONS), CHAPTER 5 (AGRICULTURAL/OPEN SPACE AND RESIDENTIAL ZONING DISTRICT), SECTION 4 (SPECIFIC USE REGULATIONS), AND CHAPTER 10 (PERFORMANCE STANDARDS), SECTION 4 (SPECIFIC USE REGULATIONS) TO UPDATE DEFINITIONS AND REGULATIONS PERTAINING TO ALTERNATIVE RESIDENTIAL STRUCTURES

WHEREAS, pursuant to the provisions of Title 9, Chapter 1 et seq, of the West Des Moines Municipal Code, staff requests an amendment to amend Title 9 (Zoning), Chapter 2 (Zoning Rules and Definitions), Section 2 (Definitions), Chapter 5 (Agricultural/Open Space and Residential Zoning District), Section 4 (Specific Use Regulations, and Chapter 10 (Performance Standards), Section 4 (Specific Use Regulations) to update definitions and regulations pertaining to alternative residential structures;

WHEREAS, studies and investigations were made, and staff reports and recommendations were submitted which is made a part of this record and herein incorporated by reference;

WHEREAS, this Commission held a duly-noticed hearing to consider the application for an amendment to ordinance;

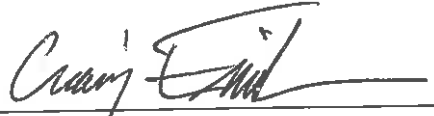
WHEREAS, this Commission did consider the application for an amendment to ordinance;

NOW, THEREFORE, THE PLAN AND ZONING COMMISSION OF THE CITY OF WEST DES MOINES DOES RESOLVE AS FOLLOWS:

SECTION 1. The findings for approval in the staff report or as amended orally at the Plan and Zoning Commission public hearing are adopted.

SECTION 2. The AMENDMENT TO ORDINANCE (AO-003705-2017) is recommended to the City Council for approval, as stated in the staff report or as amended in the attached Exhibit A.

PASSED AND ADOPTED on December 18, 2017.



Craig Erickson, Chairperson
Plan and Zoning Commission

ATTEST: 

Recording Secretary


I HEREBY CERTIFY that the foregoing resolution was duly adopted by the Plan and Zoning Commission of the City of West Des Moines, Iowa, at a regular meeting held on December 18, 2017, by the following vote:

AYES: Andersen, Costa, Crowley, Erickson, Hatfield, Southworth

NAYS:

ABSTENTIONS:

ABSENT: Brown

ATTEST: 

Recording Secretary



Manufactured Home



Mobile Home



Park Home or Park Model



Park Home (Tiny Home)



Tiny Homes



Recreational Vehicles



Factory Built or Modular Structures

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.

AN ORDINANCE AMENDING THE CITY CODE OF THE CITY OF WEST DES MOINES, IOWA, 2014, TITLE 9 (ZONING), CHAPTER 2 (ZONING RULES AND DEFINITIONS), SECTION 2 (DEFINITIONS), CHAPTER 5 (AGRICULTURAL/OPEN SPACE AND RESIDENTIAL ZONING DISTRICT), SECTION 4 (SPECIFIC USE REGULATIONS), AND CHAPTER 10 (PERFORMANCE STANDARDS), SECTION 4 (SPECIFIC USE REGULATIONS) TO UPDATE DEFINITIONS AND REGULATIONS PERTAINING TO ALTERNATIVE RESIDENTIAL STRUCTURES

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 adding the text in bold italic lettering in alphabetical order and deleting the highlighted strikethrough text:

~~DWELLING: A building or portion thereof used exclusively for residential purposes, including one family, two family and multiple family dwellings, but not including hotels, motels, and nursing homes.~~

~~DWELLING UNIT: One or more habitable rooms which are occupied or which are intended or designed to be occupied by one family with facilities for living, sleeping, cooking and eating.~~

DWELLING OR DWELLING UNIT: A building, a portion of a building or one or more habitable rooms providing living facilities including permanent provisions for living, sleeping, eating, cooking and sanitation, but do not include hotels, motels, and nursing or convalescent homes.

~~FACTORY BUILT HOME: Any structure, designed for residential use, which is wholly or in substantial part, made, fabricated, formed or assembled in manufacturing facilities for installation or assembly and installation, on a building site. For the purpose of this title, factory built homes include mobile homes, manufactured homes and modular homes and also include park trailers, travel trailers and other similar vehicles placed on a site for greater than one hundred eighty (180) consecutive days.~~

FACTORY BUILT OR MODULAR STRUCTURE: A structure, which is wholly or in substantial part, made, fabricated, formed or assembled in manufacturing facilities for installation or assembly and installation, on a building site. For the purpose of this title, a Factory Built or Modular Structure would not include a Manufactured or Mobile Home constructed under the authority of 42 U.S.C. § 5403 (United States Code – Manufactured Home Construction and Safety Standards).

~~FACTORY BUILT HOME PARK: A parcel or contiguous parcels of land divided into two (2) or more factory built home lots for rent or sale.~~

MANUFACTURED OR MOBILE HOME: *A structure which is manufactured or constructed under the authority of 42 U.S.C. § 5403 (United States Code – Manufactured Home Construction and Safety Standards) and is intended to be long term living quarters, permitted and taxed as real property. It is not constructed or equipped with a permanent hitch or other device allowing it to be moved other than for the purpose of moving to a permanent site, and which does not have permanently attached to its body or frame any wheels or axles. A Manufactured or Mobile Home must be on a permanent foundation with permanent connections to utility services. Mobile Homes constructed prior to 1976 shall be considered this type of structure.*

MANUFACTURED OR MOBILE HOME PARK: *A parcel or contiguous parcels of land under common ownership upon which two (2) or more Manufactured or Mobile Homes reside as a land-leased community. A Manufactured or Mobile Home Park does not include Manufactured or Mobile Homes or Park Homes placed on a temporary basis due to a disaster emergency.*

PARK HOME OR PARK MODEL: *A trailer which is 400 or less square feet in gross trailer area, certified by their manufacturers as complying with the ANSI A119.5 standard for recreational park trailers or constructed to comply with 2018 International Residential Code, Appendix V, and is intended for long term placement of temporary living quarters for recreational, camping or seasonal use purposes only, permitted and taxed as a trailer. A Park Home may have wheels and is not placed on a permanent foundation, however must be anchored to the ground to resist code designated wind forces. Park Homes will not have permanent connections to utility services.*

RECREATIONAL VEHICLE: *A vehicle which is:*

~~A. Built in single chassis;~~

~~B. Four hundred (400) square feet or less when measured at the largest horizontal projection;~~

~~C. Designed to be self-propelled or permanently towable by a light duty truck; and~~

~~D. Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel or seasonal use.~~

RECREATIONAL VEHICLE: *A single chassis trailer or motor vehicle which is 400 or less square feet when measured at the largest horizontal projection and is designed to be self-propelled or permanently towable, permitted and taxed as a trailer or motor vehicle. Recreational Vehicles are designed to provide temporary living quarters for recreational or camping, travel or seasonal use purposes only. Recreational Vehicles will not have permanent connections to utility services.*

TINY HOME: *A structure which is 400 or less square feet in floor area excluding any lofts, constructed to comply with the 2018 International Residential Code, Appendix V and is intended to be a single family dwelling, permitted and taxed as real property. A Tiny Home must be on a permanent foundation with permanent connections to utility services. A structure of 400 or less square feet in floor area excluding any lofts that has any wheels or axles attached to its body or frame would be defined as a Park Home.*

TRAILER: *Any structure used for sleeping, living, business or storage purposes, having no foundation other than wheels, blocks, skids, jacks, sawhorses, or skirtings, or being attached to a permanent foundation, and which is, has been, or reasonably may be, equipped with wheels or other devices for transporting the structure from place to place, whether by motive power or other means.*

TRAILER: *Any structure used for temporary human habitation, business or storage purposes, having no permanent foundation, but is supported by wheels, blocks, or jacks, and which is or was equipped with wheels or other devices for transporting the structure from place to place.*

Section 2. Amendment. Title 9: (Zoning), Chapter 5 (Agricultural/Open Space and Residential Zoning District), Section 4 (Specific Use Regulations) is hereby amended to place in alphabetical order the following subsection in bold italic lettering:

E. Alternative Dwelling Units: The following may serve as dwellings on a short term or long term basis:

1. MANUFACTURED OR MOBILE HOME: Is to be used as a place for long term residential occupancy: greater than 180 consecutive days in any calendar year.

a. Use Matrix:

Zoning:	OS	RE	RS	R-1	SF-CR	SF-VJ	MH	RM	RH	VJHB
Manufactured or Modular Home	P	P	P	P	P	P	P			
- Second Dwelling Unit										

b. Units located outside of a Manufactured or Mobile Home Park:

- i. Must meet the bulk regulations and setbacks of the zoning district where they are located.**
- ii. The appearance of the foundation must be visually compatible with the surrounding residential structures.**
- iii. Must meet the specific use regulations for residential districts related to enclosed garage space (Chapter 10, Section 4B of this title).**
- iv. Must meet the off street parking regulations for single-family detached dwellings (Chapter 15 of this title)**

2. PARK HOME OR PARK MODEL: Is to be used for long term placement of a trailer intended for temporary residential occupancy for recreational, camping or seasonal use: no more than 180 (non-consecutive) days in any calendar year.

a. Use Matrix:

Zoning:	OS	RE	RS	R-1	SF-CR	SF-VJ	MH	RM	RH	VJHB
Park Home or Park Model	Pc									
- Second Dwelling Unit	P	P	Pc	Pc						
- Short term rental as part of an approved campground or recreational vehicle park	Pc									
- Short term rental not part of an approved campground or recreational vehicle park										

- b. **Parking and Drives:**
 - i. **Must meet the off street parking regulations for single-family detached dwellings (Chapter 15 of this Title)**

3. **RECREATIONAL VEHICLE:**

- a. **Occupancy of a Recreational Vehicle is not an allowed use unless located in an approved campground or recreational vehicle park.**
- b. **Recreational Vehicles may be used for sleeping purposes only, for a time period of no more than thirty (non-consecutive) days in any calendar year, and only for non-paying guests of the occupant of a single family dwelling. A Recreational Vehicle must be located in conformance with all City regulations governing parking and storage. Vehicles cannot be used for sleeping purposes when parked on any public or private street, off street parking lot or loading area.**

4. **TINY HOME: Is to be used as a place for long term residential occupancy: greater than 180 consecutive days in any calendar year.**

a. **Use Matrix:**

Zoning:	OS	RE	RS	R-1	SF-CR	SF-VJ	MH	RM	RH	VJHB
Tiny Home	P	P	P	P	P	P	P			
- Second Dwelling Unit	P	P	Pc	Pc						

b. **Parking and Drives:**

- i. **Must meet the specific use regulations for residential districts related to enclosed garage space (Chapter 10, Section 4B of this title).**
- ii. **Must meet the off street parking regulations for single-family detached dwellings (Chapter 15 of this title)**

Section 3. 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:

- 25. **Factory Built Structures: All Factory Built Structures not designated as a Manufactured or Mobile Home or a trailer for temporary business or storage use must meet all bulk regulations and design standards of their respective zoning district.**

Section 4. Repealer. All ordinances or parts of ordinances in conflict with the provision of this ordinance are hereby repealed.

Section 5. 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 6. 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 7. 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 8. 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 _____, 2018, and approved this _____ day of _____, 2018.

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 _____, 2018, and was published in the Des Moines Register on _____, 2018.

Ryan T. Jacobson
City Clerk

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

Date: December 27, 2017

ITEM: Amendment to City Code, Title 9 – Amend Title 9 (Zoning), Chapter 6 (Commercial, Office and Industrial Zoning District), Section 6 (Commercial, Office and Industrial Use Regulations) to regulate variety stores in the Neighborhood Commercial District – Wellington Square, LLC – AO-003695-2017

ORDINANCE: Approval of First Reading of the Ordinance

FINANCIAL IMPACT: Undetermined.

BACKGROUND: The applicant, Wellington Square, LLC, is requesting an amendment to City Code, Title 9, Zoning, Chapter 6, Commercial, Office, and Industrial Use Regulations, Section 6, Commercial, Office and Industrial Use Regulations, to allow SIC 533 Variety Stores as a permitted use in the Neighborhood Commercial (NC) zoning district. The City received a Pre-Application to use the former ACE Hardware building at 245 50th Street for a Dollar Tree store. The applicant is proposing an approximately 9,000 sq. ft. store at the former ACE Hardware site. They are proposing to divide the building into two units. The zoning of the property is Neighborhood Commercial and current code does not allow variety stores in Neighborhood Commercial. Current code does allow such stores in the Regional and Community Commercial zoning districts. Staff concerns are with the size of the store (not comfortable with a large building in the NC district). Staff recognizes that smaller traditional variety stores could be beneficial to the neighborhoods surrounding the NC districts.

Plan and Zoning Commission Action:

Vote: 6-0 Approval, with Commissioner Brown Absent

Date: December 18, 2017

Motion: Approve a resolution recommending the City Council approve the first reading of the amendment to Title 9, Zoning

Plan and Zoning Commission Discussion: A resident spoke in opposition to the request to allow variety stores in Neighborhood Commercial districts citing the unsightliness of outdoor display/storage by such a store and the extra traffic that this type of use may cause. The resident requested that the Plan & Zoning Commission not approve this request to allow variety stores in Neighborhood Commercial to preserve the integrity of the Neighborhood Commercial areas and the residences around them. Staff noted that performance standards for outdoor storage and display in Neighborhood Commercial districts were put in place with the recent ordinance amendment related to allowing hardware stores in Neighborhood Commercial Zoning.

OUTSTANDING ISSUES: There are no outstanding issues.

The following items of interest are noted in the attached Plan and Zoning Commission report (see Exhibit I):

- Applicant's Request
- History
- City Council Subcommittee - *Development & Planning: December 11, 2017* ****Note, subcommittee members were split in whether to allow.**
- Staff Review and Comment
 - *Building Size*
- Noticing Information
- Staff Recommendation and Conditions of Approval

RECOMMENDATION: Based upon the preceding review the Plan and Zoning Commission recommends the City Council approve the first reading to amend City Code to regulate variety stores in the Neighborhood Commercial zoning district, subject to the applicant meeting all City Code requirements.

Lead Staff Member: Brian Portz, AICP *BP*

Staff Reviews:

Department Director	JK
Appropriations/Finance	
Legal	JBW
Agenda Acceptance	JK

PUBLICATION(S) (if applicable)

Published In	Des Moines Register
Date(s) Published	December 11, 2017
Letter sent to surrounding property owners	N/A

SUBCOMMITTEE REVIEW (if applicable)

Committee	Development & Planning		
Date Reviewed	December 11, 2017		
Recommendation	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Split <input checked="" type="checkbox"/>

ATTACHMENTS:

- Exhibit I - Plan and Zoning Commission Communication
- Attachment A - Plan & Zoning Commission Resolution
- Attachment B - Proposed Ordinance (*moved to Exhibit II*)
- Exhibit II - Ordinance

**CITY OF WEST DES MOINES
PLAN AND ZONING COMMISSION**

Meeting Date: December 18, 2017

Item: Amendment to City Code, Title 9 – Amend Title 9, Chapter 6, Section 6-3 to regulated variety stores in the Neighborhood Commercial District – Wellington Square, LLC (AO-003695-2017)

Request Action: Approval of an amendment to the City Code

Case Advisor: Brian Portz, AICP *BP*

Applicant's Request: The applicant, Wellington Square, LLC, is requesting an amendment to City Code, Title 9, Zoning, Chapter 6, Commercial, Office, and Industrial Use Regulations to allow SIC 533 Variety Stores as a permitted use in the Neighborhood Commercial (NC) zoning district. The City received a Pre-Application to use the former ACE Hardware building at 245 50th Street for a Dollar Tree store. The applicant is proposing an approximately 9,000 sq. ft. store at the former ACE Hardware site. They are proposing to divide the building into two units. The zoning of the property is Neighborhood Commercial and current code does not allow variety stores in Neighborhood Commercial. Staff concerns were with the size of the store (not comfortable with a large building in the NC district). Staff recognizes that smaller traditional variety stores could be beneficial to the neighborhoods surrounding the NC districts. Through discussions with staff, the applicant is requesting to amend city code to accommodate the proposed use on the property and therefore within all Neighborhood Commercial Districts.

History: In June of 2017, the City Council approved an ordinance amendment allowing Hardware stores 15,000 square feet or less as a Permitted Conditional Use in Neighborhood Commercial Districts. This amendment also included an amendment to the Neighborhood Commercial District section of Chapter 10, Performance Standards, specifically restricting the size of outdoor display of merchandise and the size and location of outdoor storage areas. These performance standards apply to all allowed uses within the Neighborhood Commercial District.

City Council Subcommittee: This item was discussed at the December 11, 2017, Development and Planning City Council Subcommittee meeting. Council Member Mickelson indicated support of the request as he felt the smaller variety stores do provide a valuable option to surrounding residential, while Council Member Sandager was not in support of the requested amendment as he believes these type of stores should be located within the larger commercial zoning districts.

Staff Review and Comment: There are no outstanding issues. Staff would note the following

- **Building Size:** The applicant is proposing an approximately 9,000 sq. ft. store at the former ACE Hardware site. To address the size of a variety store, Staff researched the size of existing Dollar Tree stores in West Des Moines. The stores ranged from 8,120 sq. ft. to 13,735 sq. ft., with the newest stand-alone store at 1st and Grand being 9,400 sq. ft. in size. Staff felt that a variety store of 10,000 sq. ft. would accommodate various brands of variety stores in a NC district. Staff proposes that variety stores under SIC 533 equal to or less than 10,000 sq. ft. be a permitted use in the NC zoning district.

Noticing Information: On December 11, 2017, notice of the December 18, 2017, Plan and Zoning Commission and December 27, 2017, City Council public hearings for this project was published in the *Des Moines Register*.

Staff Recommendation and Conditions of Approval: Staff recommends the Plan & Zoning Commission approve a resolution recommending to the City Council approval of the ordinance amendment.

Attachments:

- Attachment A – Proposed Resolution
- Exhibit A – Proposed Ordinance

RESOLUTION NO. PZC17-114

A RESOLUTION OF THE PLAN AND ZONING COMMISSION OF THE CITY OF WEST DES MOINES, RECOMMENDING TO THE CITY COUNCIL THAT IT APPROVE AN ORDINANCE TO AMEND TITLE 9 (ZONING), CHAPTER 6 (COMMERCIAL, OFFICE AND INDUSTRIAL ZONING DISTRICTS), SECTION 6 (COMMERCIAL, OFFICE AND INDUSTRIAL USE REGULATIONS), SUBSECTION C, TABLE 6.1 (USE MATRIX) TO ALLOW SIC 533 VARIETY STORES IN NEIGHBORHOOD COMMERCIAL DISTRICTS

WHEREAS, pursuant to the provisions of Title 9, Chapter 1 et seq, of the West Des Moines Municipal Code, staff requests an amendment to 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 allow SIC 533 Variety Stores of limited size in the Neighborhood Commercial District;

WHEREAS, studies and investigations were made, and staff reports and recommendations were submitted which is made a part of this record and herein incorporated by reference;

WHEREAS, this Commission held a duly-noticed hearing to consider the application for an amendment to ordinance;

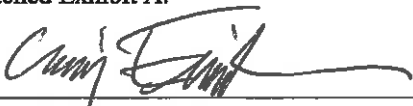
WHEREAS, this Commission did consider the application for an amendment to ordinance;

NOW, THEREFORE, THE PLAN AND ZONING COMMISSION OF THE CITY OF WEST DES MOINES DOES RESOLVE AS FOLLOWS:

SECTION 1. The findings for approval in the staff report or as amended orally at the Plan and Zoning Commission public hearing are adopted.

SECTION 2. The AMENDMENT TO ORDINANCE (AO-003695-2017) is recommended to the City Council for approval, as stated in the staff report or as amended in the attached Exhibit A.

PASSED AND ADOPTED on December 18, 2017.



Craig Erickson, Chairperson
Plan and Zoning Commission

ATTEST:



Janifer Canaday
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 December 18, 2017, by the following vote:

AYES: Andersen, Costa, Crowley, Erickson, Hatfield, Southworth

NAYS:

ABSTENTIONS:

ABSENT: Brown

ATTEST:



Janifer Canaday
Recording Secretary

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.

AN ORDINANCE AMENDING THE CITY CODE OF THE CITY OF WEST DES MOINES, IOWA, 2014, TITLE 9 (ZONING), CHAPTER 6 (COMMERCIAL, OFFICE, AND INDUSTRIAL ZONING DISTRICT) TO ALLOW VARIETY STORES IN THE NEIGHBORHOOD COMMERCIAL ZONING 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 District, Section 6, Commercial, Office, and Industrial Use Regulations, Subsection C. Table 6.1 is hereby amended by adding text in bold, italicized lettering.

SIC CODES	RC	CMC	NC	CVC	SC	VJC	VJHB	WR	BP	VJLI	LI	GI	OF	PCP	OS
533 Variety Stores	P	P					P	P							
<i>533 Variety Stores 10,000 sq. ft. or less</i>	<i>P</i>	<i>P</i>	<i>P</i>				<i>P</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 _____, 2018, and approved this ____ day of _____, 2018.

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 _____, 2018, and was published in the Des Moines Register on _____, 2018.

Ryan T. Jacobson
City Clerk

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

ITEM: Host Approval of Bond Refunding for the City of Grimes
And the Walnut Creek YMCA

DATE: December 27, 2017

FINANCIAL IMPACT: None

BACKGROUND: The City of Grimes and the Iowa Finance Authority issued two different sets of bonds in 2008 to assist in renovations to the Walnut Creek YMCA. Grimes was used as the conduit financier because they are a qualified small issuer and can issue the bonds as Bank Qualified Bonds, whereas the City of West Des Moines is too large to qualify. Grimes can be used because, even though the Walnut Creek YMCA is not within its city limits, it is within 8 miles of its city limits.

As part of those 2008 issuances, it was required by tax code Section 147(f) for the City of West Des Moines to grant "Host Approval" – again, because the project is not located in Grimes. Host Approval requires that the governmental unit where the project exists also approves the issue.

Currently, the YMCA would like to extend the maturity on those bonds and therefore they are refunding those bonds. The code again requires Grimes to obtain Host Approval. That approval is sufficient if an applicable elected representative (in our case we are using the Mayor) approves the issue following a public hearing for which there is reasonable public notice.

Typically, conducting a public hearing in Grimes would satisfy the rule for public hearing requirements, but notice of the Grimes public hearing was only posted in the Dallas County News newspaper and bond counsel has determined that in order to satisfy the intent of the rule, it is also proper to give reasonable notice to the West Des Moines citizens. This is why the West Des Moines City Council has been asked to hold a public hearing on a City of Grimes bond issuance.

Through this action, staff is also requesting that the Mayor be given authority to execute the Host Approval document on behalf of the Council.

OUTSTANDING ISSUES (if any): none

RECOMMENDATION: Conduct public hearing and approve resolution which advises the City of Grimes to proceed with the sale and refunding of it's 2008 Revenue Bonds (YMCA project).

Lead Staff Member: Tim Stiles, Finance Director 

STAFF REVIEWS

Department Director	
Appropriations/Finance	
Legal	
Agenda Acceptance	

PUBLICATION(S) (if applicable)

Published In	Des Moines Register
Dates(s) Published	December 15, 2017

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

December 27, 2017

Mayor Steven K. Gaer
City of West Des Moines, Iowa
4200 Mills Civic Parkway
West Des Moines, Iowa 50265

Dear Mayor Gaer:

The City of Grimes, Iowa has authorized the issuance of its Revenue Refunding Bonds (YMCA Project), Series 2017 (the "Bonds") in an aggregate principal amount of not to exceed \$4,590,000, in order to provide financing to (i) refund its \$2,500,000 Revenue Bonds (YMCA Project) Series 2008 and the \$2,150,000 Iowa Finance Authority Revenue Refunding Bonds (YMCA of Greater Des Moines Project) Series 2008 (altogether, the "2008 Bonds") which were each originally issued to provide financing for the construction, improving and equipping of a renovation of the existing Walnut Creek YMCA, including locker room improvements which include the expansion of family locker rooms, new heating and cooling systems and plumbing and renovation and equipment to be purchased in order to increase the accessibility and functionality of the facility for people with disabilities and older adults (the "Project") located at 948 73rd Street in West Des Moines, Iowa; and (ii) to pay costs of issuance

Following public notice, which included the publication of notice in The Dallas County News, a newspaper of general circulation within Grimes, Iowa, the City of Grimes, Iowa conducted a public hearing on December 12, 2017, at a regularly scheduled meeting of the City of Grimes, Iowa, on the proposal to issue the Bonds at the Council Chambers in Grimes City Hall, 101 N. Harvey Street in Grimes, Iowa.

The City of Grimes, Iowa authorized the issuance of the Bonds in a resolution dated December 12, 2017 for the purposes set forth in Chapter 419 of the Code of Iowa pertaining to using the proceeds from the sale of revenue Bonds to defray all or a portion of the cost of refunding projects authorized under the Code of Iowa.

Pursuant to §147(f)(2)(A)(ii) of the Internal Revenue Code of 1986 (the "Code"), this summary has been submitted for your approval of the issuance of the above-described Bonds as the Project is located within the jurisdiction of the City of West Des Moines in the State of Iowa. The City of Grimes, Iowa is recommending the approval by the City of West Des Moines, Iowa of the issuance of the Bonds after the City of West Des Moines, Iowa holds a public hearing to give host approval pursuant to Section 147 of the Code.

Respectfully submitted,

Tom Armstrong, Mayor
City of Grimes, Iowa

RESOLUTION

RESOLUTION TO PROCEED WITH THE APPROVAL OF THE CITY OF GRIMES, IOWA REVENUE REFUNDING BONDS (YMCA PROJECT), SERIES 2017, IN AN AMOUNT NOT TO EXCEED \$4,590,000

WHEREAS, West Des Moines, Iowa (hereinafter referred to as the "City"), is a municipal corporation and political subdivision organized and existing under the laws and the Constitution of the State of Iowa (the "State"); and

WHEREAS, the City has been requested by The Young Men's Christian Association of Greater Des Moines, Iowa (the "YMCA") to approve the City of Grimes, Iowa (the "Issuer") Revenue Refunding Bonds pursuant to the provisions of the Section 147 of the Internal Revenue Code issued in order to refund the Issuer's \$2,500,000 Revenue Bonds (YMCA Project), Series 2008 and the \$2,150,000 Iowa Finance Authority Revenue Refunding Bonds (YMCA of Greater Des Moines Project) Series 2008 (together, the "2008 Bonds"), which were originally issued to provide financing for the construction, improving and equipping of a renovation of the Walnut Creek YMCA, including locker room improvements which included the expansion of family locker rooms, new heating and cooling systems and plumbing and renovation and equipment purchased in order to increase the accessibility and functionality of the facility for people with disabilities and older adults (the "Project"), at 948 73rd Street in West Des Moines, Iowa, a location that is within eight miles of the corporate limits of the City; and (ii) and to finance the costs of issuance; and

WHEREAS, it has been represented to the City that the amount necessary to refund the Project will require the issuance by the City of not to exceed \$4,590,000 aggregate principal amount; and

WHEREAS, notice of a public hearing on a proposal for the Issuer to issue the Bonds in an amount not to exceed \$4,590,000 has been duly given in compliance with Section 147 of the Internal Revenue Code of 1986 and Chapter 419 of the Code of Iowa (the "Act"); and

WHEREAS, a public hearing has been held on the proposal to approve the issuance of the Bonds at the time and place as specified in said notice and all objections or other comments relating to the issuance of the Bonds have been heard;

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

Section 1. That it is hereby determined that it is necessary and advisable that the City proceed with its approval of the City of Grimes, Iowa Revenue Refunding Bonds (YMCA Project), Series 2017, in an amount not to exceed \$4,590,000 as authorized and permitted by the Act to refinance the Project to that amount.

Section 2. That all objections and comments relating to the issuance of the Bonds have been heard and all such objections are hereby overruled.

Section 3. That the officers of the City are hereby authorized and directed to do any and all things deemed necessary in order to effect the accomplishment of the refinancing of the Project through the refunding of the 2008 Bonds and the issuance and the sale of the Bonds.

Section 4. That the publication of the notice of the public hearing on the issuance of the Bonds is hereby ratified, confirmed and approved.

Section 5. That all resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 6. That this Resolution shall become effective immediately upon its passage and approval.

Passed and approved this 27th day of December, 2017.

Mayor Pro tem

Attest:

City Clerk

MAYOR'S APPROVAL

WHEREAS, the City of Grimes, Iowa ("City") has filed a report with the City of West Des Moines, Iowa relating to the issuance of its Revenue Refunding Bonds (YMCA Project), Series 2017 (the "Bonds") in an aggregate principal amount of not to exceed \$4,590,000, the proceeds of which will in order to provide financing to (i) refund its \$2,500,000 Revenue Bonds (YMCA Project) Series 2008 and the \$2,150,000 Iowa Finance Authority Revenue Refunding Bonds (YMCA of Greater Des Moines Project) Series 2008 (altogether, the "2008 Bonds") which were each originally issued to provide financing for the construction, improving and equipping of a renovation of the existing Walnut Creek YMCA, including locker room improvements which include the expansion of family locker rooms, new heating and cooling systems and plumbing and renovation and equipment to be purchased in order to increase the accessibility and functionality of the facility for people with disabilities and older adults (the "Project") located at 948 73rd Street in West Des Moines, Iowa; and (ii) to pay costs of issuance;

WHEREAS, a public hearing has been held in the City and in West Des Moines, Iowa following the giving of due notice on the proposal to issue the Bonds at which hearing individuals having an interest in or who could be affected by the issuance of the Bonds could express their views with respect to the proposal, and the City has filed a report of the hearing recommending that the issuance of the Bonds be approved, and under the rules of applicable tax laws of the United States, given the location of the facility in West Des Moines, Iowa, the Bonds cannot be issued as tax-exempt Bonds until approved by the chief elected officer of the City of West Des Moines, Iowa;

NOW, THEREFORE, the issuance of the aforementioned Bonds is hereby approved.

Dated at Des Moines, Iowa, this 27th day of December, 2017.

Rick Messerschmidt, Mayor Pro-Tem
City of West Des Moines, Iowa

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

DATE: December 27, 2017

ITEM: AFM Bentley Center (f/k/a Vista Retail Center at 605 S. 50th Street), 5045 Bentley Drive
- Construction of a 17,000 sq. ft. Retail Building - Mian, Inc. – SP-003631-2017

RESOLUTION: Approval of a Site Plan

FINANCIAL IMPACT: Undetermined.

BACKGROUND: Chuck Bishop, Bishop Engineering, representing Mian Inc. with permission from Hy Vee Inc. is requesting approval of a site plan for property located at 5045 Bentley Drive (see Exhibit I - Attachment B – Location Map and Attachment C – Site Plan and Attachment D - Elevations) to construct a 17,000 sq. ft. retail center for the site. The first portion of the building to be constructed will include approximately 8,030 sq. ft. of retail space for the IHOP restaurant as the corner anchor tenant and two additional retail spaces to the west. The remaining 8,970 sq. ft. of the retail center will be constructed as demand for the additional space increases.

Plan and Zoning Commission Action:

Vote: 6-0 approval, Commissioner Brown absent

Date: December 18, 2017

Motion: Adopt a resolution recommending the City Council approve the site plan.

OUTSTANDING ISSUES: There are no outstanding issues.

The following items of interest are noted in the attached Plan and Zoning Commission report (see Exhibit I):

- Applicant’s Request
- History
- City Council Subcommittee – *Development and Planning (October 2, 2017)*
- Staff Review and Comments
 - *Materials*
- Comprehensive Plan Consistency
- Findings
- Staff Recommendation and Conditions of Approval
- Owner/Applicant/Applicant Representative Information

RECOMMENDATION: Based upon the preceding review and a finding of consistency with the goals and policies of the Comprehensive Plan, the Plan and Zoning Commission recommends the City Council adopt a resolution to approve the Site Plan for the construction of a 17,000 sq. ft. retail building at 5045 Bentley Drive, subject to the applicant meeting all City Code requirements and the following:

1. The color and materials specification need to be added to the plans and elevations, prior to receiving a building permit for above ground construction.

Lead Staff Member: Kara Tragesser, AICP *Kover*

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

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

SUBCOMMITTEE REVIEW (if applicable)

Committee	Development & Planning Subcommittee		
Date Reviewed	October 2, 2017		
Recommendation	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Split <input type="checkbox"/>

EXHIBITS:**Exhibit I - Plan and Zoning Commission Communication**

Attachment A - Plan and Zoning Commission Resolution

Exhibit A – Conditions of Approval

Attachment B - Location Map

Attachment C - Site Plan

Attachment D - Building Elevations

Exhibit II - City Council Resolution

Exhibit A – Conditions of Approval

**CITY OF WEST DES MOINES
PLAN AND ZONING COMMISSION COMMUNICATION**

Meeting Date: December 18, 2017

Item: AFM Bentley Center (FNA Vista Retail Center), 5045 Bentley Drive – Construction of a 17,000 sq. ft. retail building – Mian Inc. – SP-003631-2017

Requested Action: Approval of a Site Plan

Case Advisor: Kara V. Tragesser, AICP *Koma*

Applicant's Request: Chuck Bishop, Bishop Engineering, representing Mian Inc. with permission from Hy Vee Inc. is requesting approval of a site plan for property located at 5045 Bentley Drive (see Attachment B – Location Map and Attachment C – Site Plan). The site plan includes in total a 17,000 sq. ft. retail center for the site. The first construction will be for approximately 8,030 sq. ft. of retail space for the IHOP restaurant as the corner anchor tenant and two additional retail spaces to the west. The remaining 8,970 sq. ft. of the retail center will be constructed based upon demand for the space.

History: The property is part of the Wistful Vista Planned Unit Development and has a zoning of Support Commercial. The property was recently part of a Plat of Survey to subdivide the original parcel into two lots (POS-003627-2017). The property currently is vacant. A grading plan for this site was previously approved by the Commission on November 20, 2017 to enable the owner to start site grading in preparation for development. A phased site plan was approved by the City Council on December 11, 2017, for footing and foundations as there still were outstanding comments on the site plan and architecture for the building.

City Council Subcommittee: This item was presented to the Development and Planning City Council Subcommittee on October 2, 2017, as a full site plan. The Subcommittee is supportive of the site plan.

Staff Review and Comment: This request was distributed to other City departments and other agencies for their review and comment. There are no outstanding issues. Staff notes the following for the site plan:

- **Materials:** Staff has been working with the project architect to finalize the color of materials to be used on the project. Staff supports the building elevation drawings, materials choices and coloring of the elevation, and is waiting on the final color specifications to be added to the plans.

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.

Site Plan Findings: This proposed project was distributed to various city departments for review and comment. Based upon that review, the following findings have been made on the proposed project:

1. The proposed development and use is consistent with the West Des Moines Comprehensive Plan in that the project has been reviewed for consistency with the Comprehensive Plan. Based upon that review, a finding has been made that the proposed project is consistent with the Comprehensive Plan in that the project is consistent with all of the goals and policies of the Comprehensive Plan.
2. The proposed development and use does assure compatibility of property uses within the zone and general area in that this project was reviewed by various City Departments for compliance with the Zoning Ordinance.
3. All applicable standards and conditions have been imposed which protects the public health, safety and welfare in that this project was reviewed by various City Departments and public agencies for compliance with the various state and local regulations. Based upon that review a finding is made that the project has been adequately conditioned to protect the health, welfare and safety of the community.

4. There is adequate on-site and off-site public infrastructure to support the proposed development in that this project was reviewed by various public agencies and City Departments and public utilities to ensure that either the petitioner will construct or the project has been conditioned to construct adequate public infrastructure to serve the development.
5. The proposed development and use has met the requirements contained in the City Code in that this project was reviewed by various City Departments and the project has complied with or has been conditioned to comply with all City Code requirements.
6. The proposed development and use is in keeping with the scale and nature of the surrounding neighborhood in that the proposed project is consistent with the zoning designation and Comprehensive Plan which designates this site as suitable for development such as that proposed by this project.

Staff Recommendations and Conditions of Approval: 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 approval of the Phased Site Plan, subject to the applicant meeting all City Code requirements and the following;

1. The color and materials specifications need to be added to the plans and elevations, prior to receiving a building permit for above ground construction.

Owner Hy Vee Inc.
5820 Westown Parkway
West Des Moines IA 50265

Applicant Mian Inc.
2825 E 13th Street
Ames IA 50010
KL Mian

Representative: Chuck Bishop
Bishop Engineering
3501 104th Street
Des Moines IA 50322

Attachments:

Attachment A	-	Plan and Zoning Commission Resolution
Exhibit A	-	Conditions of Approval
Attachment B	-	Location Map
Attachment C	-	Site Plan
Attachment D	-	Building Elevations

RESOLUTION NO. PZC-17-116

A RESOLUTION OF THE PLAN AND ZONING COMMISSION OF THE CITY OF WEST DES MOINES, APPROVING A SITE PLAN FOR AFM BENTLEY CENTER (FNA VISTA RETAIL CENTER) FOR THE CONSTRUCTION OF A 17,000 SQUARE FOOT RETAIL CENTER AT 5045 BENTLEY DRIVE

WHEREAS, pursuant to the provisions of Title 9, Chapter 1 et seq, of the West Des Moines Municipal Code, Chuck Bishop, Bishop Engineering, representing Mian Inc. with permission from Hy Vee Inc, requests approval for a Site Plan (SP-003631-2017) located at 5045 Bentley Drive to construct a 17,000 sq. ft. retail building on property legally described as:

Legal Description

Lot 2, Wistful Vista Plat 5, an official plat now in and forming a part of the City of West Des Moines, Polk County, Iowa and Parcel A of Lot 2, Wistful Vista Plat 6 as recorded in Book 11009, Page 934 of the Polk County Recorder office. Said tract of land contains 4.30 acres more or less.

WHEREAS, studies and investigations were made, and staff reports and recommendations were submitted which is made a part of this record and herein incorporated by reference;

WHEREAS, on December 18, 2017, this Commission held a duly-noticed meeting to consider the application for approval of the site plan for the AFM Bentley Center;

NOW, THEREFORE, THE PLAN AND ZONING COMMISSION OF THE CITY OF WEST DES MOINES DOES RESOLVE AS FOLLOWS:

SECTION 1. The findings, for approval, in the staff report, dated December 18, 2017, or as amended orally at the Plan and Zoning Commission meeting of December 18, 2017, are adopted.

SECTION 2. The Site Plan (SP-003631-2017) permit to construct a 17,000 sq. ft. retail building is recommended to the City Council for approval, subject to compliance with all the conditions in the staff report, dated December 18, 2017, including conditions added at the meeting, and attached hereto as Exhibit "A". Violation of any such conditions shall be grounds for revocation of the permit, as well as any other remedy which is available to the City.

PASSED AND ADOPTED on December 18, 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 December 18, 2017, by the following vote:

AYES: Andersen, Costa, Crowley, Erickson, Hatfield, Southworth

NAYS:

ABSTENTIONS:

ABSENT: Brown

ATTEST:


Recording Secretary

EXHIBIT A
CONDITIONS OF APPROVAL

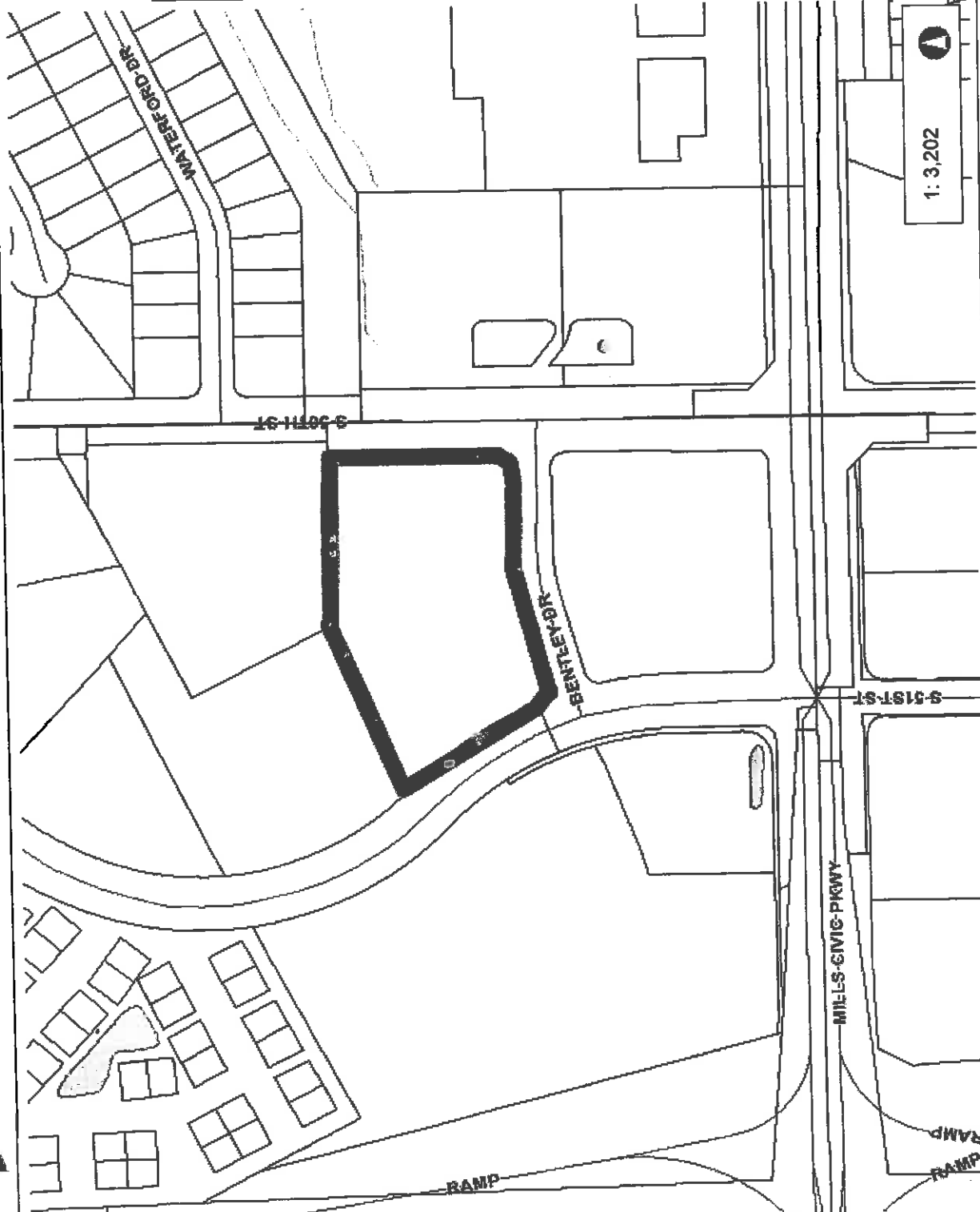
1. The final color specifications need to be added to the plans or elevations, prior to receiving a building permit for above ground construction.



Legend

- Parcels
- Parks
- Greenways

Vista Retail Center 605 S. 50th Street



1: 3,202

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

533.7 0 266.85 533.7 Feet

NAD_1983_StatePlane_Iowa_South_FIPS_1402_Feet
© City of West Des Moines, Iowa

AFM BENTLEY CENTER

SITE PLAN

SHEET INDEX:

- C0.1 COVER SHEET
- C1.1 DEMO PLAN
- C2.1 LAYOUT PLAN
- C2.2 MASTER PLAN
- C3.1 GRADING PLAN
- C4.1 UTILITY PLAN
- C5.1 LANDSCAPE PLAN
- C6.1 DETAILS SHEET
- C7.1 SWPPP

PROPERTY DESCRIPTION:

THE PROJECT IS LOCATED ON THE WEST SIDE OF THE CITY OF WEST DES MOINES AND IS A DEVELOPMENT OF 3,000 SQUARE FEET OF COMMERCIAL OFFICE SPACE. THE PROPERTY IS BOUND BY S. WOODS STREET TO THE NORTH, S. 11TH STREET TO THE SOUTH, S. 5TH STREET TO THE WEST, AND S. 6TH STREET TO THE EAST. THE PROPERTY IS ZONED COMMERCIAL OFFICE (CO).

OWNER:

AFM BENTLEY CENTER
3501 FOUNTAIN STREET
DES MOINES, IOWA 50312

CONTRACTOR:

WEST DES MOINES UTILITIES
100 WEST 11TH STREET
DES MOINES, IOWA 50319

PREPARED FOR:

AFM BENTLEY CENTER
3501 FOUNTAIN STREET
DES MOINES, IOWA 50312

ZONING:

COMMERCIAL OFFICE (CO)

COMMITTEE DESIGNATION:

COMMERCIAL OFFICE (CO)

PERMITS REQUIRED:

CONSTRUCTION PERMIT
UTILITY PERMIT
DEMOLITION PERMIT
LANDSCAPE PERMIT
SWPPP PERMIT

UTILITY NOTES:

- 1. ALL UTILITIES SHOWN ON THIS PLAN ARE BASED ON RECORD DRAWINGS AND FIELD SURVEY DATA.
- 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION.
- 3. ALL UTILITIES SHALL BE DEEPENED TO THE MINIMUM REQUIRED DEPTH FOR THE PROPOSED INSTALLATION.
- 4. ALL UTILITIES SHALL BE PROTECTED BY AN APPROVED METHOD.
- 5. ALL UTILITIES SHALL BE REINSTALLED TO ORIGINAL OR BETTER CONDITION.

PERMITS REQUIRED:

CONSTRUCTION PERMIT
UTILITY PERMIT
DEMOLITION PERMIT
LANDSCAPE PERMIT
SWPPP PERMIT

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GENERAL NOTES:

- 1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE IOWA MUNICIPALITY UNIFORM CODES (IUMUC).
- 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION.
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IOWA ONE CALL
1-800-688-6868
www.iowaonecall.com

AFM BENTLEY CENTER

SITE PLAN

- GENERAL NOTES:**
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AFM BENTLEY CENTER

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AFM BENTLEY CENTER

SITE PLAN

- PAVING NOTES:**
1. THE PAVING CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION.
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AFM BENTLEY CENTER

SITE PLAN

- WETLAND NOTES:**
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AFM BENTLEY CENTER

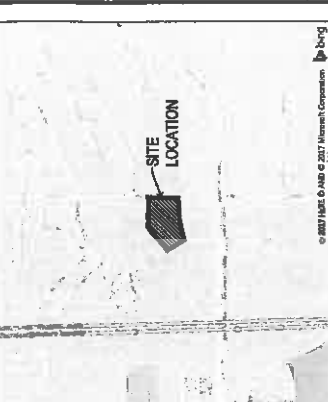
SITE PLAN

- WEST DES MOINES UTILITY NOTES:**
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AFM BENTLEY CENTER

SITE PLAN

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Bishop Engineering
3501 FOUNTAIN STREET
DES MOINES, IOWA 50312
515-281-1399

PROPERTY DESCRIPTION:

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3501 FOUNTAIN STREET
DES MOINES, IOWA 50312

CONTRACTOR:

WEST DES MOINES UTILITIES
100 WEST 11TH STREET
DES MOINES, IOWA 50319

PREPARED FOR:

AFM BENTLEY CENTER
3501 FOUNTAIN STREET
DES MOINES, IOWA 50312

ZONING:

COMMERCIAL OFFICE (CO)

COMMITTEE DESIGNATION:

COMMERCIAL OFFICE (CO)

PERMITS REQUIRED:

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UTILITY PERMIT
DEMOLITION PERMIT
LANDSCAPE PERMIT
SWPPP PERMIT

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CHARLES A. BISHOP, P.E.
DESIGNER
1506 30TH AVENUE, SEASIDE, IOWA 50248



CHARLES A. BISHOP, P.E.
DESIGNER
1506 30TH AVENUE, SEASIDE, IOWA 50248

AFM BENTLEY CENTER
5045 BENTLEY DRIVE
COVER SHEET

PROPERTY NUMBER: 140381
SHEET NUMBER: C0.1

I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION, SUPERVISOR AND THAT I AM AN ACTIVE LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA.

SIGNATURE: CHARLES A. BISHOP, P.E. 11/05/2017
DATE: 11/05/2017
PROJECT NUMBER: 140381

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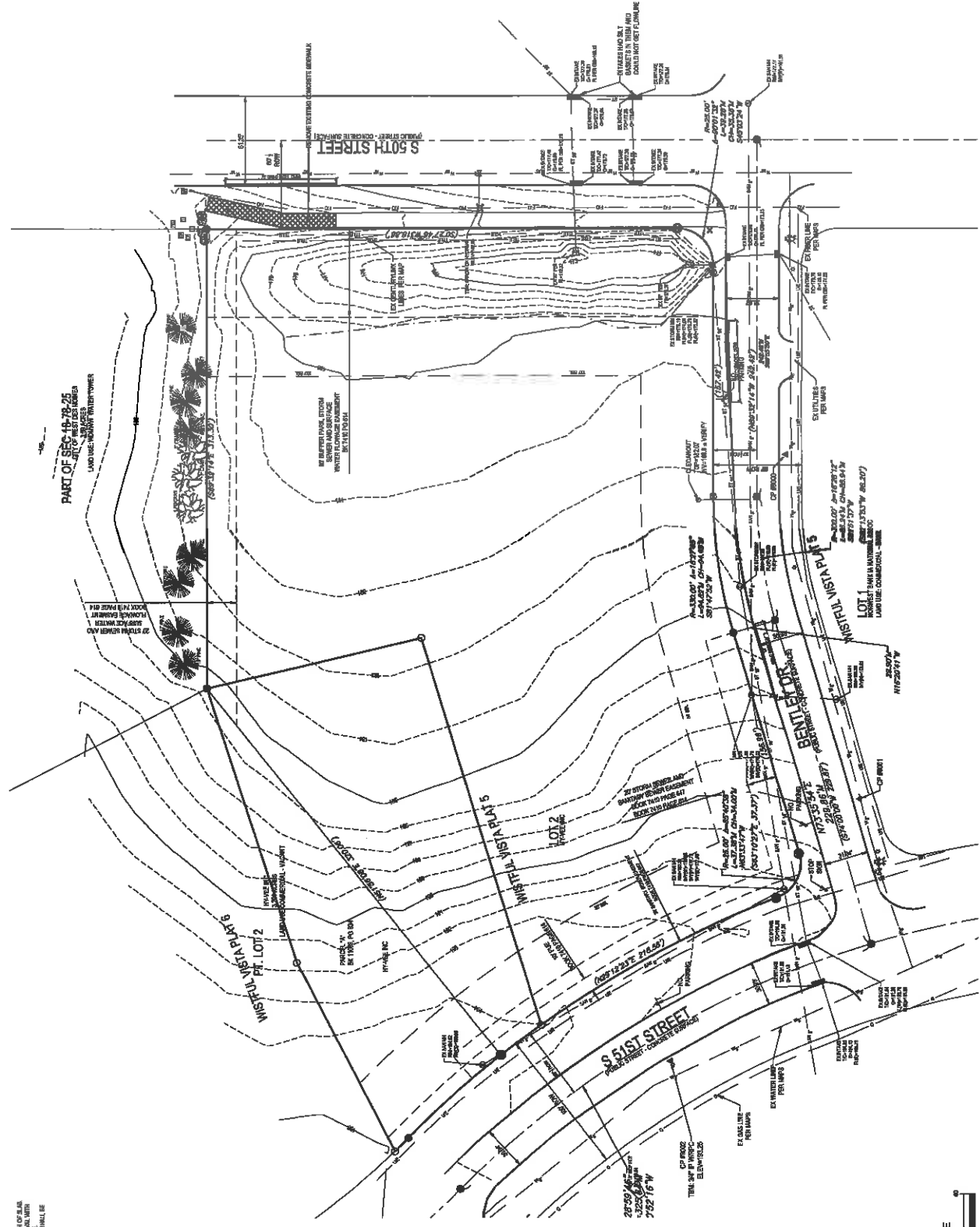
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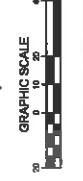
DEMO PLAN

AFM BENTLEY CENTER
5045 BENTLEY DRIVE

PROJECT NUMBER:	140381
SHEET NUMBER:	C1.1
DATE:	10-26-2017
DATE:	10-26-2017
DATE:	11-14-2017
DATE:	11-14-2017
DATE:	12-14-2017



DEMO NOTES:
 1. EXISTING UTILITIES SHALL BE MAINTAINED TO FULL DEPTH OF 36 IN.
 2. EXISTING UTILITIES SHALL BE MAINTAINED TO FULL DEPTH OF 36 IN.
 3. EXISTING UTILITIES SHALL BE MAINTAINED TO FULL DEPTH OF 36 IN.
 4. EXISTING UTILITIES SHALL BE MAINTAINED TO FULL DEPTH OF 36 IN.
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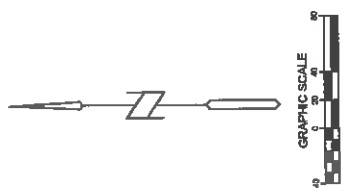
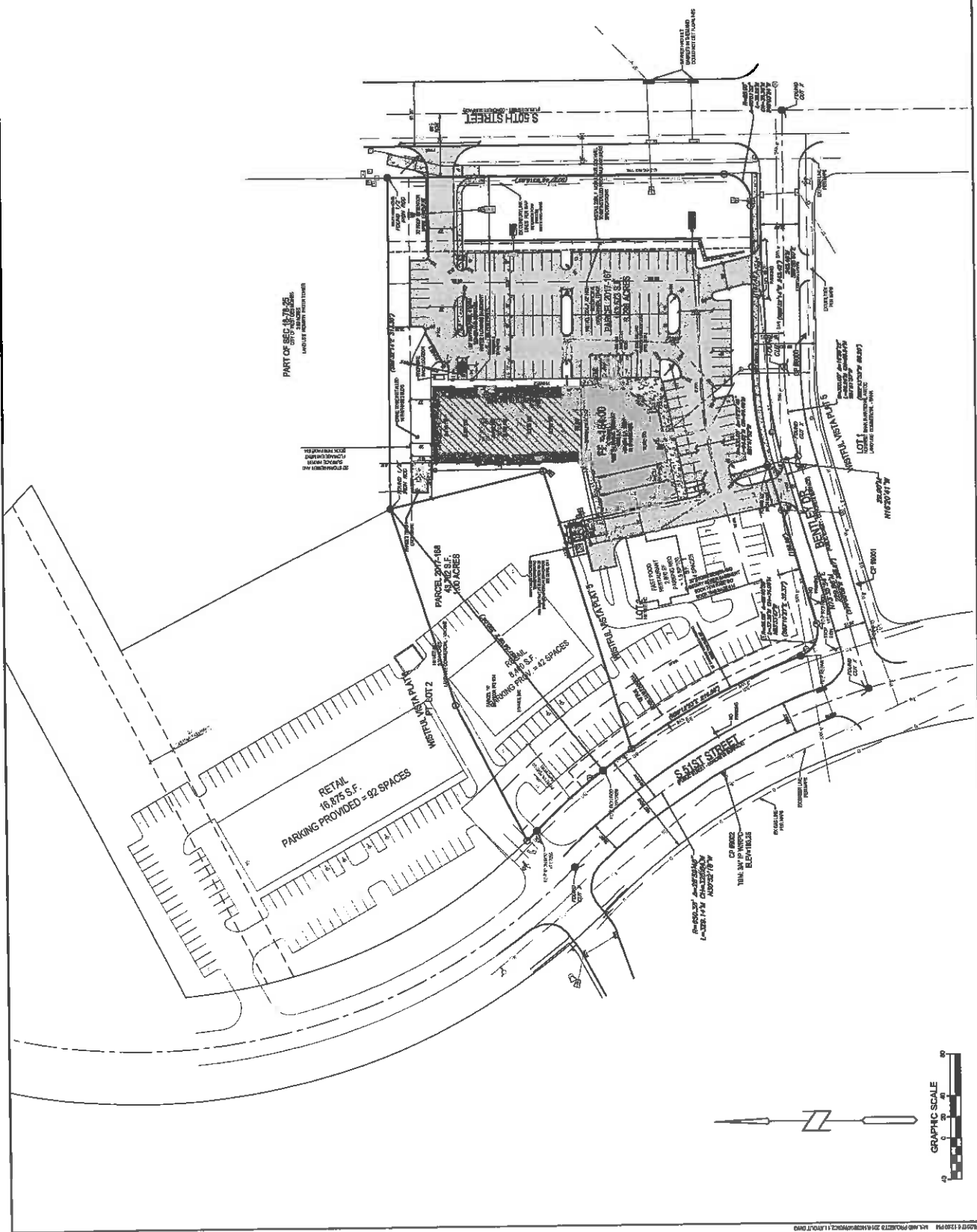


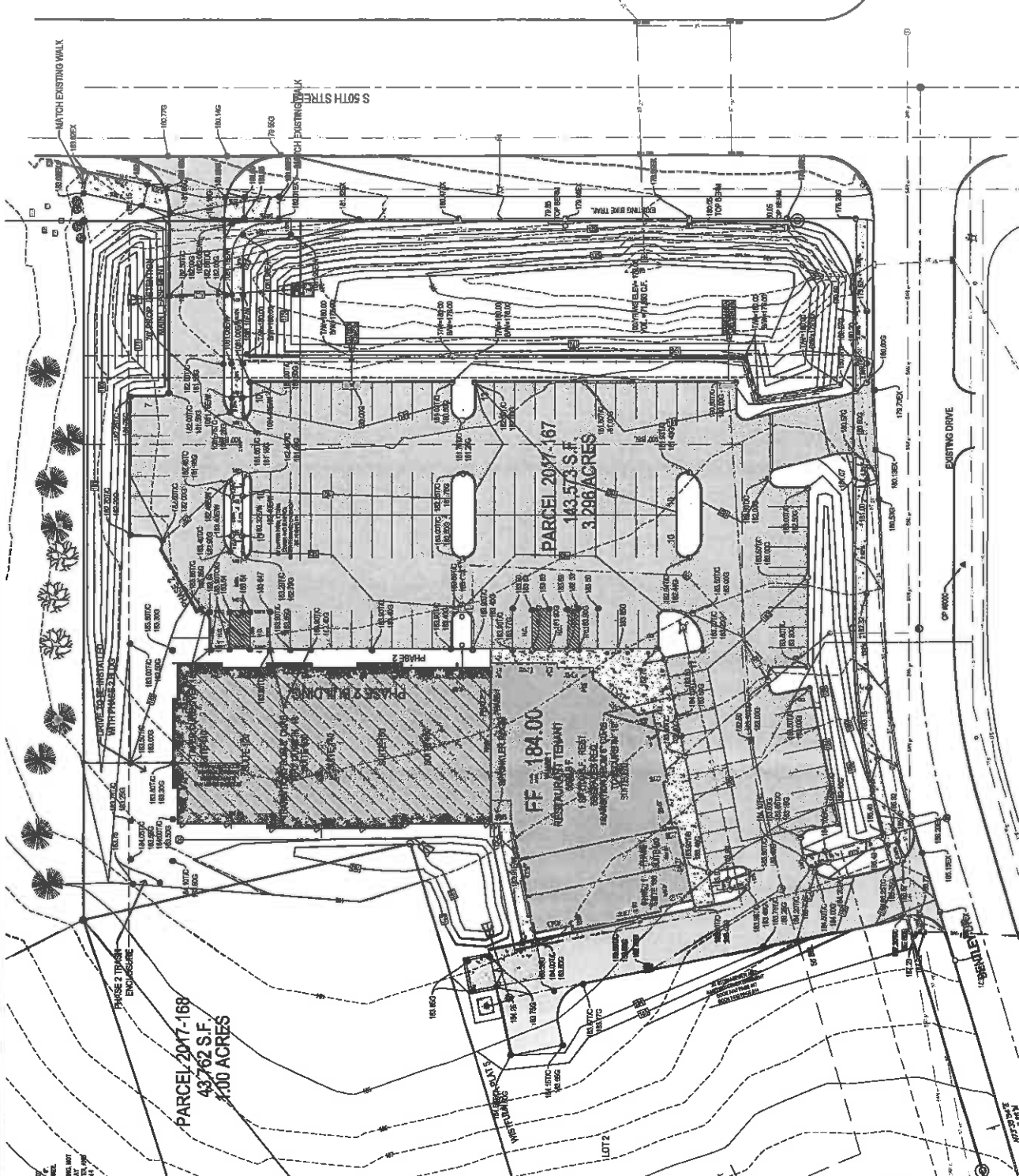
MASTER PLAN

AFM BENTLEY CENTER
5045 BENTLEY DRIVE

REFERENCE NUMBER:
 DRAWN BY: MJC
 CHECKED BY: CUB
 DESIGN DATE: 10-5-2017
 DATE OF REVISION: 10-12-2017
 11-20-2017
 11-20-2017
 12-8-2017

PROJECT NUMBER:
140381
 SHEET NUMBER:
C2.2





TOPSOIL NOTES:

1. STIPPLES INDICATE THE TOP 4" OF SOIL ON ALL DISTURBED AREAS.
2. EXISTING VEGETATION SHALL BE REMOVED AND TOPSOIL TO BE STORED ON-SITE TO BE REAPPLIED TO ALL DISTURBED AREAS.
3. TOPSOIL SHALL BE FREE OF ALL ROCKS AND LIMBS LARGER THAN 6" IN SIZE.
4. VEGETATION SHALL BE REMOVED AND TOPSOIL TO BE STORED ON-SITE TO BE REAPPLIED TO ALL DISTURBED AREAS.
5. CONTRACTOR SHALL BE RESPONSIBLE FOR ENVIRONMENTAL TOPSOIL.
6. REQUIREMENTS OF WISCONSIN PERMITS SHALL APPLY.

GRADING LEGEND:

- EXISTING CONTOUR
- PROPOSED CONTOUR
- PROPOSED EXISTING ELEVATION
- PROPOSED FINISHED ELEVATION
- OUTLINE OF EXISTING
- TOP OF FINISHED GRADE
- BOTTOM OF FINISHED GRADE
- EDGE OF FINISHED GRADE
- TOP OF EXISTING GRADE
- EDGE OF EXISTING GRADE
- TOP OF EXISTING GRADE
- EDGE OF EXISTING GRADE

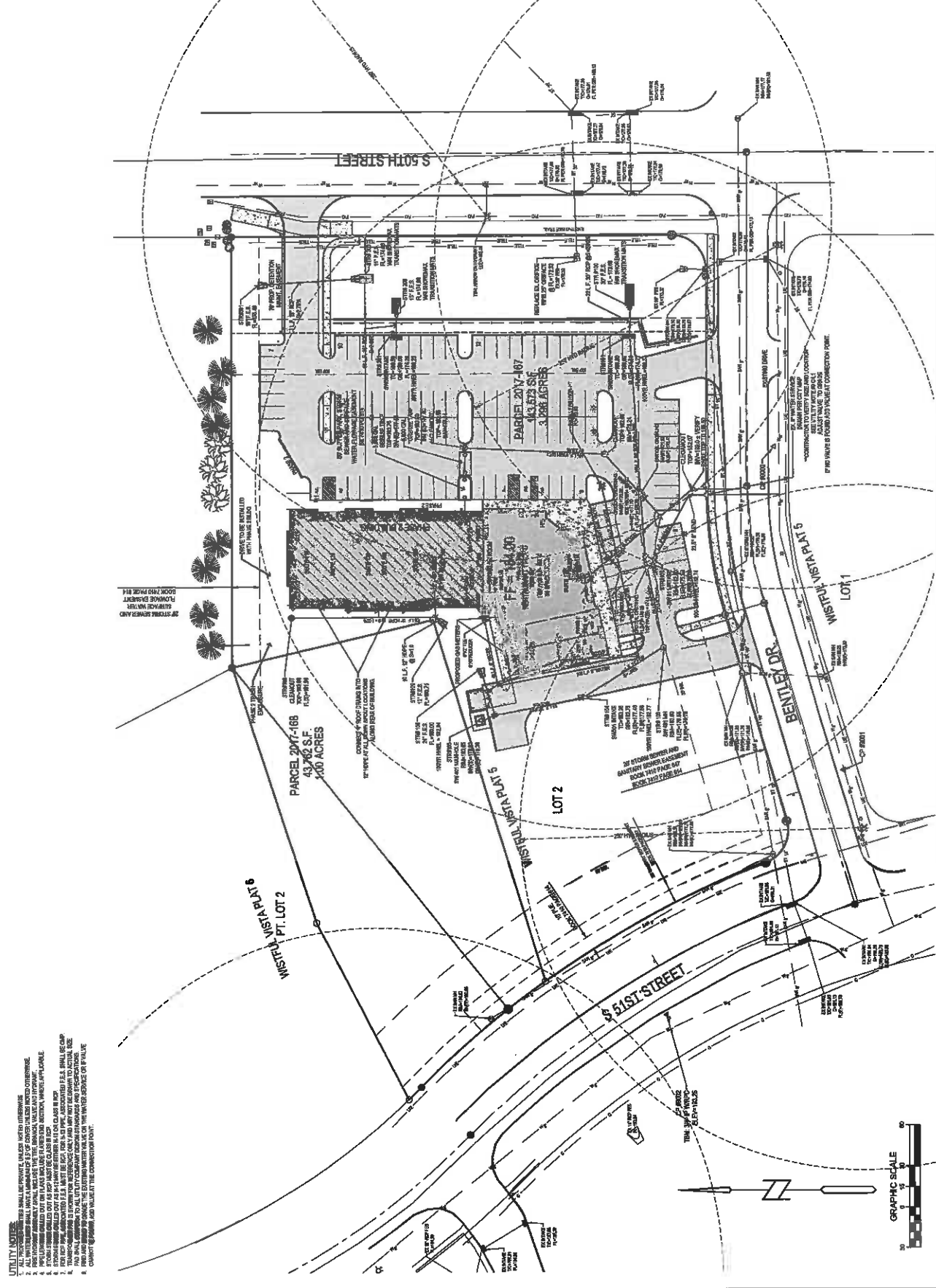
GRAPHIC SCALE

0 10 20 30 40 50 60 70 80 90 100

UTILITY PLAN

AFM BENTLEY CENTER
5045 BENTLEY DRIVE

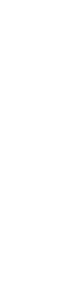
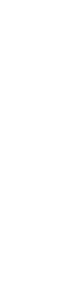
PROJECT NUMBER:	140381
SHEET NUMBER:	C4.1
DATE:	8-25-2017
BY:	10-12-2017
CHECKED BY:	11-1-2017
DATE:	12-8-2017



- UTILITY NOTES:**
1. ALL UTILITIES SHOWN SHALL BE PROVIDED, UNLESS NOTED OTHERWISE.
 2. ALL UTILITIES SHALL HAVE A MINIMUM OF 5' OF PROTECTIVE END DISTANCE UNLESS OTHERWISE NOTED.
 3. ALL UTILITIES SHALL HAVE A MINIMUM OF 5' OF PROTECTIVE END DISTANCE UNLESS OTHERWISE NOTED.
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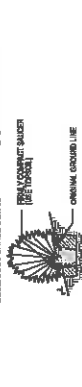
LANDSCAPE NOTES:

1. ALL DECIDUOUS PLANTINGS SHALL BE INSTALLED IN ACCORDANCE WITH THE URBAN STANDARD SPECIFICATIONS, UNLESS SPECIFIED OTHERWISE.
2. ALL PLANTINGS SHALL BE INSTALLED IN ACCORDANCE WITH THE URBAN STANDARD SPECIFICATIONS, UNLESS SPECIFIED OTHERWISE.
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7. IF THE COMPLETION DATE OF THE PROJECT IS NOT KNOWN, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL PLANTINGS INSTALLED PRIOR TO THE START OF CONSTRUCTION.
8. CONTRACTOR SHALL PLACE PROTECTIVE HOODS OVER ALL PLANTINGS INSTALLED PRIOR TO THE START OF CONSTRUCTION.
9. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL PLANTINGS INSTALLED PRIOR TO THE START OF CONSTRUCTION.
10. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL PLANTINGS INSTALLED PRIOR TO THE START OF CONSTRUCTION.
11. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL PLANTINGS INSTALLED PRIOR TO THE START OF CONSTRUCTION.
12. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL PLANTINGS INSTALLED PRIOR TO THE START OF CONSTRUCTION.
13. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL PLANTINGS INSTALLED PRIOR TO THE START OF CONSTRUCTION.
14. ALL SHRUB AND PERENNIAL PLANTINGS SHALL BE INSTALLED WITH 12" TYPICAL SPACING UNLESS OTHERWISE NOTED.
15. ALL BENS TO RECEIVE CANALIRAIN PRE-SETTLEMENT WEED CONTROL, BEFORE AND AFTER INSTALLATION.



GENERAL LANDSCAPE REQUIREMENTS

1. TOTAL SQUARE FOOTAGE OF PROJECT AREA: 11,111 SF
2. TOTAL SQUARE FOOTAGE OF OPEN SPACE: 2,500 SF
3. TOTAL SQUARE FOOTAGE OF OPEN SPACE: 2,500 SF
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17. TOTAL SQUARE FOOTAGE OF OPEN SPACE: 2,500 SF
18. TOTAL SQUARE FOOTAGE OF OPEN SPACE: 2,500 SF
19. TOTAL SQUARE FOOTAGE OF OPEN SPACE: 2,500 SF
20. TOTAL SQUARE FOOTAGE OF OPEN SPACE: 2,500 SF



PLANTING SCHEDULE

NO.	QUANTITY	DESCRIPTION	DATE	PLANT SPECIES
1	1	1" BIRCH	8/29/17	BETULA PUMILA
2	1	1" BIRCH	8/29/17	BETULA PUMILA
3	1	1" BIRCH	8/29/17	BETULA PUMILA
4	1	1" BIRCH	8/29/17	BETULA PUMILA
5	1	1" BIRCH	8/29/17	BETULA PUMILA
6	1	1" BIRCH	8/29/17	BETULA PUMILA
7	1	1" BIRCH	8/29/17	BETULA PUMILA
8	1	1" BIRCH	8/29/17	BETULA PUMILA
9	1	1" BIRCH	8/29/17	BETULA PUMILA
10	1	1" BIRCH	8/29/17	BETULA PUMILA
11	1	1" BIRCH	8/29/17	BETULA PUMILA
12	1	1" BIRCH	8/29/17	BETULA PUMILA
13	1	1" BIRCH	8/29/17	BETULA PUMILA
14	1	1" BIRCH	8/29/17	BETULA PUMILA
15	1	1" BIRCH	8/29/17	BETULA PUMILA
16	1	1" BIRCH	8/29/17	BETULA PUMILA
17	1	1" BIRCH	8/29/17	BETULA PUMILA
18	1	1" BIRCH	8/29/17	BETULA PUMILA
19	1	1" BIRCH	8/29/17	BETULA PUMILA
20	1	1" BIRCH	8/29/17	BETULA PUMILA
21	1	1" BIRCH	8/29/17	BETULA PUMILA
22	1	1" BIRCH	8/29/17	BETULA PUMILA
23	1	1" BIRCH	8/29/17	BETULA PUMILA
24	1	1" BIRCH	8/29/17	BETULA PUMILA
25	1	1" BIRCH	8/29/17	BETULA PUMILA
26	1	1" BIRCH	8/29/17	BETULA PUMILA
27	1	1" BIRCH	8/29/17	BETULA PUMILA
28	1	1" BIRCH	8/29/17	BETULA PUMILA
29	1	1" BIRCH	8/29/17	BETULA PUMILA
30	1	1" BIRCH	8/29/17	BETULA PUMILA



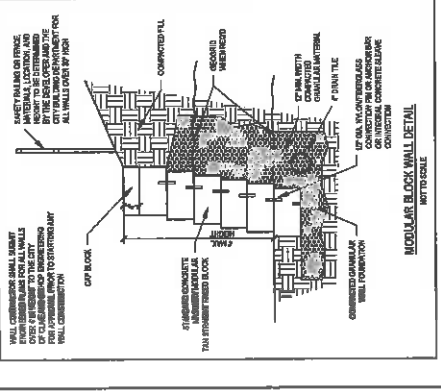
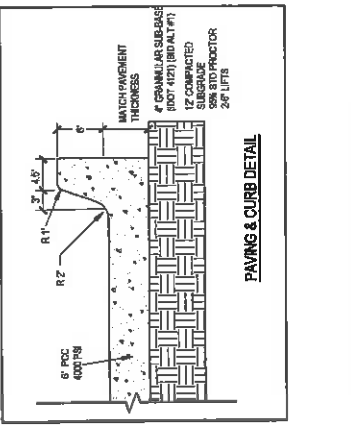
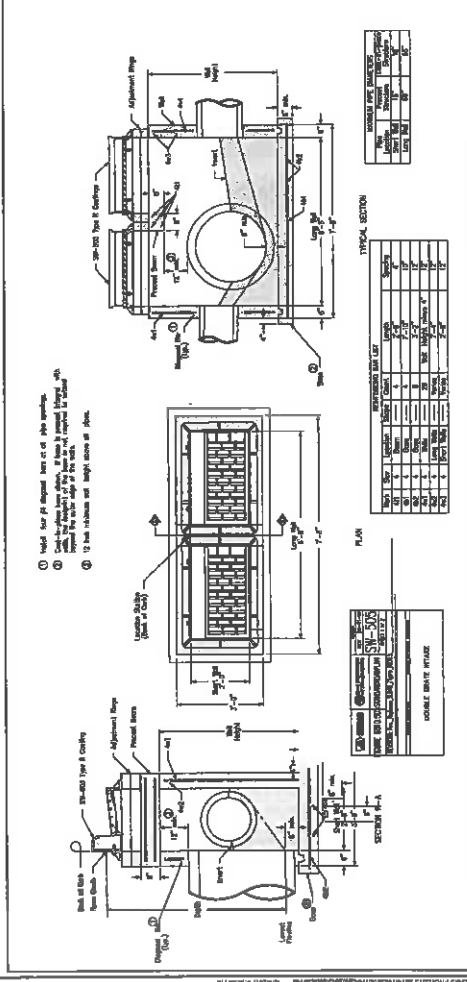
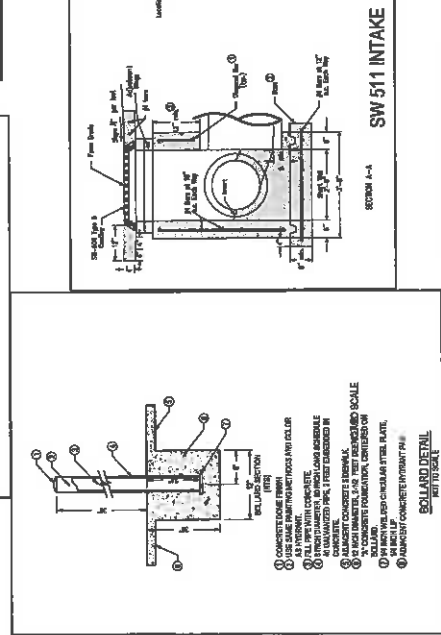
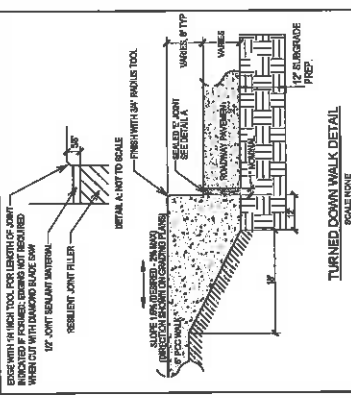
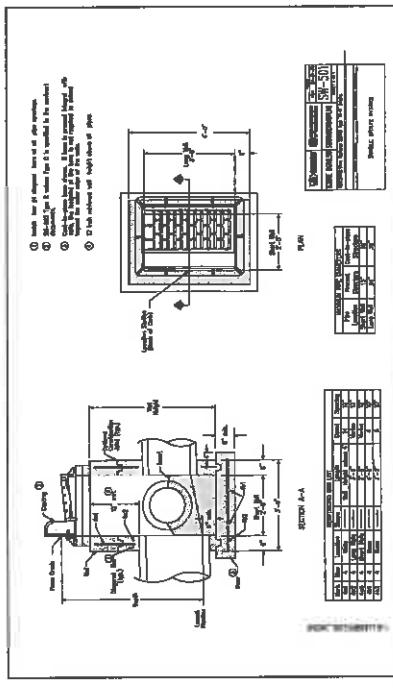
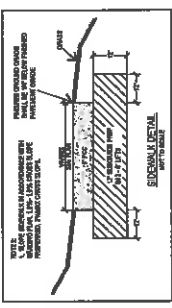
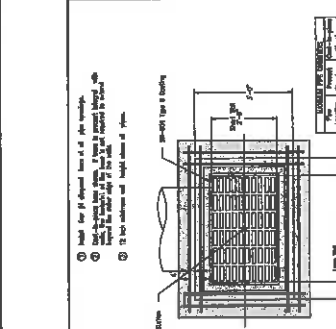
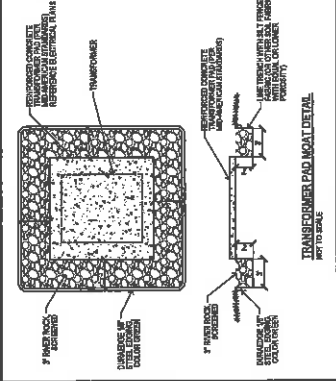
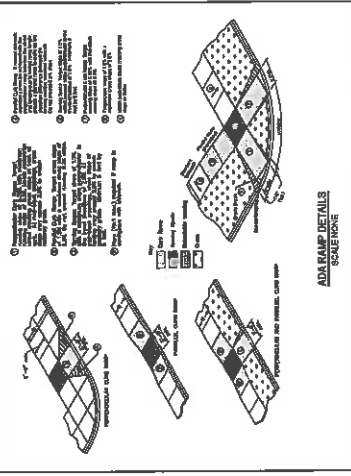
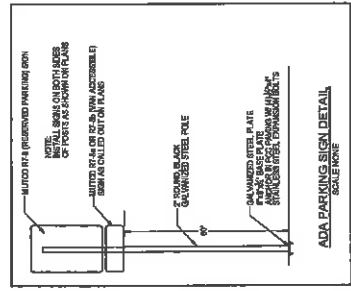
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 ESTIMATED GRADE
 (APPROXIMATE)
 DATE: 7/9

REVISIONS

NO.	DATE	DESCRIPTION
1	10-2-2017	ISSUED FOR PERMIT
2	10-2-2017	REVISED FOR PERMIT
3	11-1-2017	REVISED FOR PERMIT
4	11-28-2017	REVISED FOR PERMIT
5	12-1-2017	REVISED FOR PERMIT

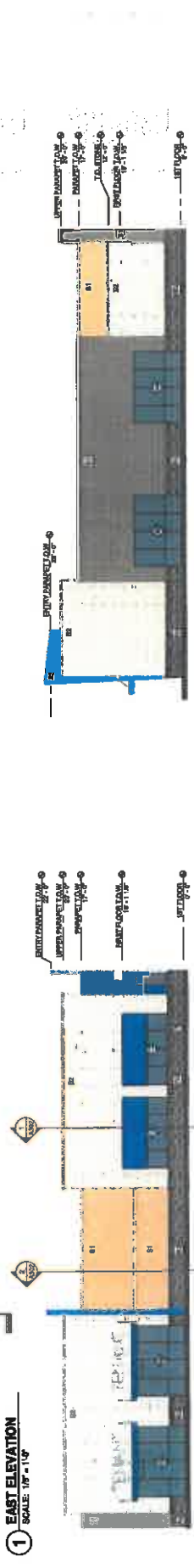
DESIGNED BY: CSM
 CHECKED BY: CSM
 DRAWN BY: CSM

PROJECT NUMBER: **140381**
 SHEET NUMBER: **C6.1**

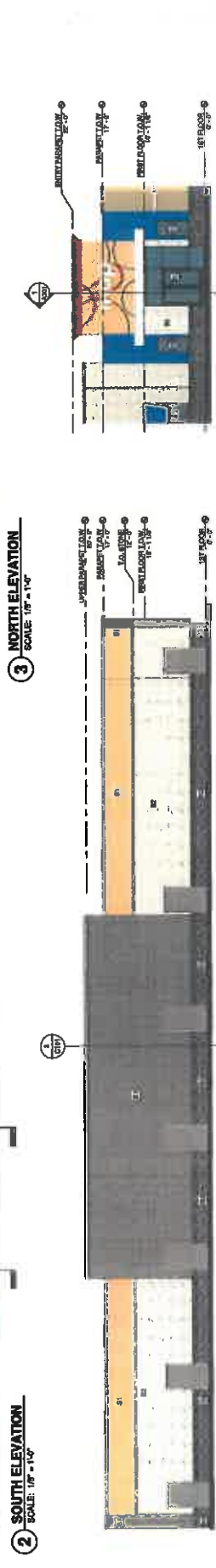




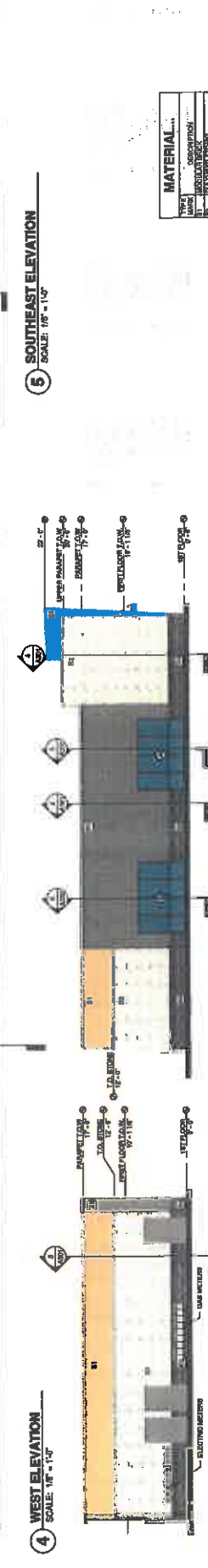
1 EAST ELEVATION
 SCALE: 1/8" = 1'-0"



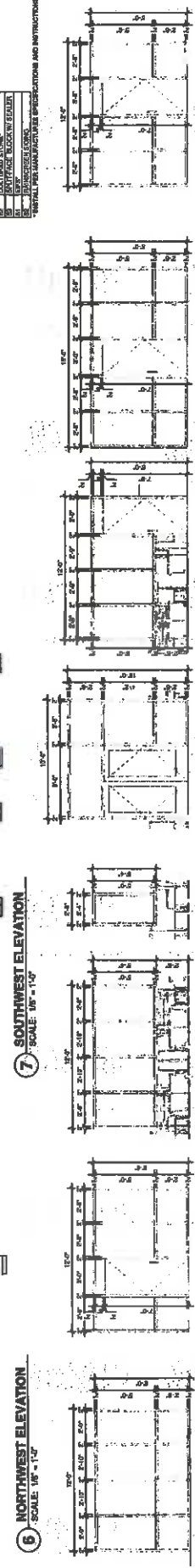
2 SOUTH ELEVATION
 SCALE: 1/8" = 1'-0"



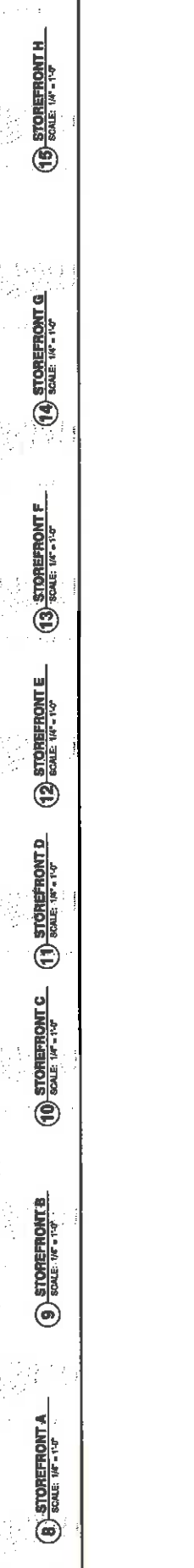
3 NORTH ELEVATION
 SCALE: 1/8" = 1'-0"



4 WEST ELEVATION
 SCALE: 1/8" = 1'-0"



7 SOUTHWEST ELEVATION
 SCALE: 1/8" = 1'-0"



5 SOUTHEAST ELEVATION
 SCALE: 1/8" = 1'-0"

MATERIAL	
1	CONCRETE
2	BRICK
3	GLASS
4	WOOD
5	PAINT
6	ROOFING
7	LANDSCAPE
8	MECHANICAL
9	ELECTRICAL
10	PLUMBING
11	HEATING
12	Cooling
13	Structural Steel
14	Structural Concrete
15	Structural Masonry



15 STOREFRONT H
 SCALE: 1/8" = 1'-0"

14 STOREFRONT G
 SCALE: 1/8" = 1'-0"

13 STOREFRONT F
 SCALE: 1/8" = 1'-0"

12 STOREFRONT E
 SCALE: 1/8" = 1'-0"

11 STOREFRONT D
 SCALE: 1/8" = 1'-0"

10 STOREFRONT C
 SCALE: 1/8" = 1'-0"

9 STOREFRONT B
 SCALE: 1/8" = 1'-0"

8 STOREFRONT A
 SCALE: 1/8" = 1'-0"

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 THE SITE PLAN (SP-003631-2017) TO CONSTRUCT A 17,000 SQ. FT. RETAIL CENTER AT 5045 BENTLEY DRIVE

WHEREAS, pursuant to the provisions of Title 10, Chapter 1 et seq, of the West Des Moines Municipal Code, Mian, Inc., in cooperation with the property owner, Hy Vee Inc., requests approval for a site plan to construct a 17,000 sq. ft. retail center on property locally known as 5045 Bentley drive and legally described as:

Legal Description of Property

Lot 2, Wistful Vista Plat 5, an official plat now in and forming a part of the City of West Des Moines, Polk County, Iowa and Parcel A of Lot 2, Wistful Vista Plat 6 as recorded in Book 11009, Page 934 of the Polk County Recorder office. Said tract of land contains 4.30 acres more or less.

WHEREAS, studies and investigations were made, and staff reports and recommendations were submitted which is made a part of this record and herein incorporated by reference;

WHEREAS, on December 18, 2017, the Plan and Zoning Commission recommend to the City Council approval of the Site Plan; and

WHEREAS, on December 27, 2017, this City Council held a duly-noticed meeting to consider the application for a Site Plan;

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

SECTION 1. The findings, for approval, in the staff report for a site plan to construct a 17,000 sq. ft. retail center, or as amended orally at the City Council meeting on this date, are adopted.

SECTION 2. The Site Plan (SP-003631-2017) to construct a 17,000 sq. ft. retail center is approved, subject to compliance with all the conditions in the staff report, including conditions added at the meeting, and attached hereto as Exhibit "A". Violation of any such conditions shall be grounds for revocation of the entitlement, as well as any other remedy which is available to the City.

PASSED AND ADOPTED on December 27, 2017.

Rick Messerschmidt, Mayor Pro Tem

ATTEST:

Ryan T. Jacobson
City Clerk

EXHIBIT "A"
CONDITIONS OF APPROVAL

1. The color and materials specification need to be added to the plans and elevations, prior to receiving a building permit for above ground construction.

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

ITEM: 2018 West Des Moines Water Works Budget

DATE: December 27, 2017

FINANCIAL IMPACT: Water, estimated at \$126,000 retail is supplied to all city buildings, parks, median irrigation and city projects at no cost to the City of West Des Moines.

BACKGROUND: This request is for the City Council to receive and file West Des Moines Water Works' Operating and Capital Budget for 2018.

The budget for calendar year 2018 was approved by The Water Works Board of Trustees during its December 7, 2017 meeting, after a public hearing was held.

The Water Works Capital Improvements Budget begins on page 12 of the budget document.

OUTSTANDING ISSUES (if any):

RECOMMENDATION: The City Council receive and file the 2018 Water Works Budget and Capital Improvements Program.

Lead Staff Member: Rebecca Scott, Finance Manager and Treasurer, WDMWW

STAFF REVIEWS

Department Director	Djana Wilson, General Manager, WDMWW	(b)(1)
Appropriations/Finance		
Legal		
Agenda Acceptance		

PUBLICATION(S) (if applicable)

Published In	Des Moines Register
Dates(s) Published	November 27, 2017

SUBCOMMITTEE REVIEW (if applicable)

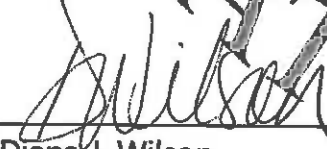
Committee	Finance and Audit		
Date Reviewed	September 25, 2017		
Recommendation	Yes	No	Split

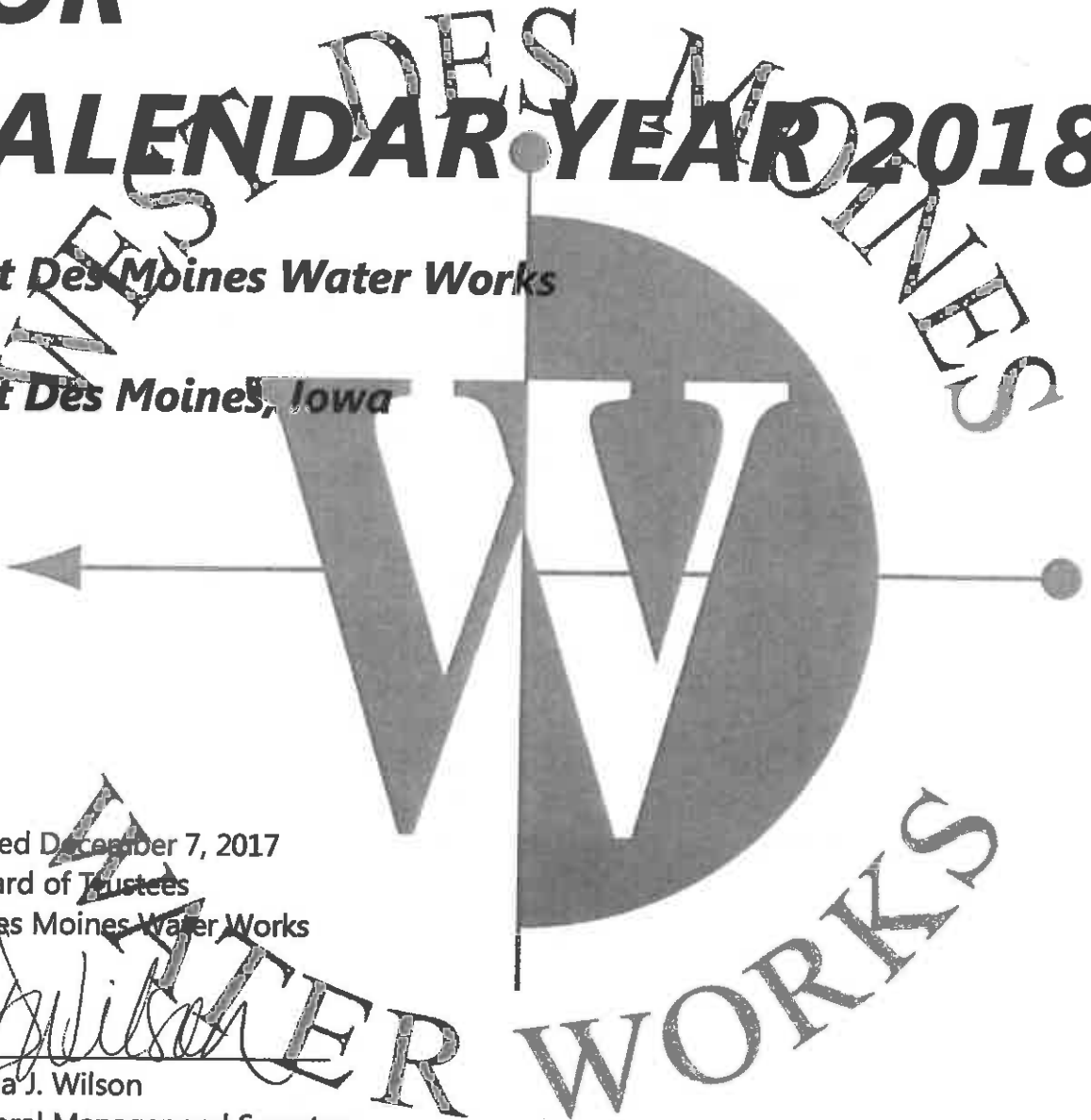
BUDGET FOR CALENDAR YEAR 2018

West Des Moines Water Works

West Des Moines, Iowa

Approved December 7, 2017
The Board of Trustees
West Des Moines Water Works

By 
Diana J. Wilson
General Manager and Secretary



COMMENTS ABOUT ENTRIES ON PAGE 1

Metered Water Sales (14000-011)	We anticipate selling 2.16 billion gallons of water during 2018. A 1% adjustment to the commodity water rate and 5% adjustment to the irrigation water rate is planned.
Basic Service Charge (14050-011)	The Basic Service Charge is designed to cover the cost of depreciating meters according to the manufacturer's recommended life span, and also to cover the cost of meter reading labor and equipment.
Water Supply Connection Fees (14200-011)	Development has been increasing through 2017, and we believe this will continue in 2018. The current Water Supply Connection Fee schedule, in part, calls for a fee of \$700 per dwelling or commercial occupancy unit.
Connection Fees - South and Southwest Area Water Connection Fee Districts (14230-011)	These entries are an estimate of possible development projects which could occur in these areas, depending upon the interest of the development community. In the South Area Water Connection Fee District development began in 2013. We expect additional development to continue in this area.
(14231-011)	The Southwest Area Water Connection Fee District will continue to develop due to the I-80 and Alice's Road/105 th Street interchange project involving Waukee, the City of West Des Moines, and the Iowa Department of Transportation.
Rental Income (14700-011)	Rental Income is the income received from the rental of space on water towers for cell phone providers.
Developer Contributed Water Mains (15500-011)	This is a non-cash item, and is historically estimated at a low amount.

REVENUE					Revenue
Account	Source of Revenue	Accrual Basis Actual Revenue 2016	Accrual Basis Budget 2017	Accrual Basis Anticipated Revenue 2017	Accrual Basis Budget 2018
14000-011	Metered Water Sales	\$ 10,573,560	\$ 10,829,515	\$ 11,637,166	11,027,664
14050-011	Basic Service Charge	1,255,248	1,315,944	1,307,619	1,320,695
14100-011	Bulk Water Sales	39,931	25,515	12,900	12,900
14150-011	Material Sales to Others	69,945	75,750	136,000	76,000
14200-011	Water Supply Connection Fees	570,111	510,000	575,000	510,000
14230-011	Connection Fees - South Area Water	0	310,000	0	358,237
14231-011	SW Area Water Connection Fee District	69,169	205,000	605,000	197,869
14232-011	Pheasant Ridge Capital Fees	41,222	46,955	44,731	46,380
14300-011	Construction Inspection Fees	28,145	39,000	45,000	39,000
14400-011	Labor	31,880	40,720	60,000	40,720
14550-011	Laboratory Testing Fees	5,455	4,930	4,000	4,930
14600-011	Miscellaneous	22,099	28,500	28,500	28,500
14700-011	Rental Income	148,383	175,000	150,375	170,000
14800-011	Interest on Investments	62,764	66,000	97,615	97,615
14900-011	Sanitary Sewer Service Collection Fees	52,854	53,240	58,300	58,883
14910-011	Stormwater Management Collection Fees	74,048	74,700	91,500	92,415
14950-011	Solid Waste Service Collection Fees	47,991	49,330	53,021	53,551
15000-011	Late Payment Charges	33,843	33,330	33,476	33,330
15100-011	Non-Payment Penalties	65,373	63,730	66,500	66,500
15110-011	Shared Water Tower - Unearned Revenue Recognized	40,468	40,468	40,468	40,468
15350-011	Special Assessment Payments - 60th Street Assessments	11,387	0	1,000	0
15500-011	Developer Contributed Water Mains	698,961	100,000	100,000	100,000
15600-011	Bond Premium Amortization	69,094	69,095	69,095	69,095
	Gain on Sale of Fixed Assets	17,954	0	0	0
TOTAL REVENUE		\$ 14,029,885	\$ 14,156,722	\$ 15,217,266	\$ 14,444,752

COMMENTS ABOUT ENTRIES ON PAGE 2

Salaries and Wages
(16000)

The budget includes a pay increase on January 1, 2018 for all permanent full-time employees. There are 35 full time positions included in the budget for 2018.

Employee Fitness Incentive
Program & Achievement
Program (16150 and 16560)

The Employee Incentive Programs (Fitness and Achievement Recognition) are recommended for continuation in 2018, with estimated amounts shown.

Economic Development Expense
(16600)

The Economic Development Expense in the amount of \$50,000 is planned again for 2018.

Consulting Fees – Engineering,
Auditing and Legal
(17050)

This item includes the audit fees and all legal fees. Engineering consulting fees not related to capital projects are also included in this category. Several consulting projects are projected for 2018.

OPERATING EXPENSES					
Summary of All Departments				Operating Expenses	
Account	Object of Expense	Accrual Basis Actual Expense 2016	Accrual Basis Budget 2017	Accrual Basis Anticipated Expense 2017	Accrual Basis Budget 2018
Payroll and Employee Benefits					
16000	Salaries, Wages and Trustees' Compensation	\$ 2,563,346	\$ 2,702,560	\$ 2,699,925	\$ 2,702,793
16050	Temporary Help	28,757	0	15,038	0
16100	Overtime	142,680	128,040	129,039	125,500
16150	Employee Fitness Incentive Program	6,250	6,500	6,510	6,500
16200	Water Works' Share - FICA	198,550	216,541	216,416	215,040
16300	Water Works' Share - IPERS moved to Pension Expense in 2015	237,955	252,773	257,809	258,720
16320	Accrued Sick Leave Expense	2,626	3,000	3,000	0
16330	Other Postemployment Benefits Expense	38,639	40,000	38,640	44,000
16340	GASB 68 Pension Expense- excess over IPERS employer contributions	(112,046)	100,000	100,000	100,000
16350	Water Works' Share - Deferred Compensation	10,000	10,000	10,240	26,000
16400	Group Health and Life Insurance	407,682	425,410	448,101	475,541
16500	Allowances	13,580	15,020	16,338	16,620
16560	Employee Achievement Recognition Program	6,907	7,200	7,341	7,525
Commodities and Services					
16600	Economic Development Expense	50,000	0	50,000	50,000
16800	Advertising and Legal Publications	41,772	23,072	39,383	41,745
16850	Cost of Materials Sold	43,216	58,500	57,700	58,462
16900	Collection Expense	1,325	1,600	1,600	1,600
17000	Consulting Fees - IDNR and Water Quality Testing	6,833	25,000	2,300	25,000
17040	Consulting Fees - Safety	0	1,000	200	0
17050	Consulting Fees - Engineering, Accounting and Legal	58,918	205,000	195,500	290,000
17060	Consulting Fees - Issuance of Bonds	0	0	0	0
17070	Data Processing - Maintenance and Consulting Fees	98,587	108,915	121,171	121,650
17100	Dues and Memberships	5,573	8,500	9,335	10,505

COMMENTS ABOUT ENTRIES ON PAGE 3

Data Processing –Maintenance & Consulting Fees
(17070)

Water Works data processing maintenance & consulting fees, including:
 -Phone and internet support provided by the City of West Des Moines.
 -Software maintenance agreements for accounting, meter reading, mapping, vehicle maintenance and backflow cross connection control.
 -Server maintenance, firewall and virus protection software maintenance, and backup software maintenance.

Dues and Memberships
(17100)

This entry provides for payment of the utility's memberships in the American Water Works Association, the American Water Works Association Research Foundation, the Iowa Association of Water Agencies and the Iowa Association of Municipal Utilities.

Maintenance – Buildings and Structures
(17500)

Maintenance in the amount of \$261,000 is budgeted for the following departments:

Water Treatment	\$210,000
Water Distribution	\$ 30,000
Customer Service & Finance	<u>\$ 21,000</u>
Total	\$261,000

Maintenance – Vehicles and Equipment
(17600)

Maintenance in the amount of \$210,000 is budgeted for the following departments:

Water Treatment	\$125,000
Water Distribution	\$ 70,000
Customer Service & Finance	<u>\$ 15,000</u>
Total	\$210,000

Depreciation
(18800)

Accrual budgeting requires that depreciation be shown, as follows:

Water Treatment	\$1,509,600
Water Distribution	\$1,683,000
Customer Service & Finance	<u>\$ 70,000</u>
Total	\$3,262,600

Purchased Water
(Detail included in Department 21. 19600, 19610, 19620, 19630, 19640, 19650, and 19660)

West Des Moines Water Works purchased 8.973 MGD in treatment plant capacity from Des Moines Water Works between 1993 and 2006, and entered in to the current Wholesale Water Service Master Agreement in 2005.

Summary of All Departments		Operating Expenses			
Account	Object of Expense	Accrual Basis Actual Expense 2016	Accrual Basis Budget 2017	Accrual Basis Anticipated Expense 2017	Accrual Basis Budget 2018
17120	IDNR Operation Permit	7,380	8,344	7,308	7,450
17200	Property and Other Insurance	\$ 123,053	\$ 134,150	\$ 131,442	\$ 146,951
17300	Postage and Shipping	82,002	85,660	78,200	85,950
17400	Printing	47,248	43,260	36,000	44,000
17500	Maintenance - Buildings and Structures	221,053	195,000	212,286	261,000
17600	Maintenance - Vehicles and Equipment	183,929	361,000	206,449	210,000
17700	Maintenance - Water Distribution System	143,922	180,000	115,140	180,000
17800	Communication	22,071	22,823	20,348	21,860
17900	Continuing Education and Travel	9,131	17,570	11,039	19,675
18000	Electricity	492,837	535,610	540,525	546,975
18100	Natural Gas	6,031	7,127	9,175	9,365
18300	Bad Debts	5,230	5,681	2,066	5,681
18800	Depreciation	2,730,172	3,200,000	3,120,000	3,262,600
19500	Maintenance - Grounds	40,826	34,509	54,529	56,500
19600-10; 19630; 19650-70	Purchased Water- purchased capacity rate (\$1.98/1000), based on 2017 usage	1,679,799	1,536,231	1,703,889	1,821,191
19620	Purchased Water- Westside O&M, same as 2017 budget	31,853	67,200	64,000	64,000
19640	Purchased Water- Grand & Glen Oaks-warehouse with storage rate (\$4.03/100), based on 2017 usage	34,580	75,000	20,218	21,173
19700	Minor Equipment	19,676	8,864	10,611	11,550
19800	Miscellaneous Commodities	3,420	6,825	5,060	5,600
19850	Water Works' Share - Iowa One Call System	11,047	12,311	10,050	11,000
19900	Vehicles and Equipment - Fuel	26,625	31,713	24,095	31,810
19950	Lock Box Charges	45,250	52,000	41,122	52,000
21000	Office Supplies	5,595	7,630	5,042	7,330

COMMENTS ABOUT ENTRIES ON PAGE 4

Lime Residuals Removal
(Lagoons)
(20150)

It is anticipated that the contractor that hauls residuals from the lagoons will be available to us in 2018. We propose spending \$50,000 in 2018 to remove lime from the lagoon where it was deposited years ago, and to begin lowering of the south well field road.

Lime, Soda Ash, Coagulant,
Carbon Dioxide, Salt and
Other Chemicals
(20200 – 20600)

Price increases are estimated at approximately 4% for lime, and other chemicals.

Debt Service
(22084 through 22099)

These entries provide for interest payments on Water Revenue Bonds and the SRF Loan.

Bonds shown as "Des Moines Water Works" have been issued by Des Moines Water Works and the amounts shown represent West Des Moines Water Works' share of the bond issues.

Summary of All Departments		Operating Expenses			
Account	Object of Expense	Accrual Basis Actual Expense 2016	Accrual Basis Budget 2017	Accrual Basis Anticipated Expense 2017	Accrual Basis Budget 2018
Water Treatment Chemicals and Laboratory Supplies					
20150	Lime Residuals Removal (Lagoons)	\$ 9,928	\$ 50,000	\$ 50,000	\$ 50,000
20160	Lime Residuals Hauling (Press)	139,751	173,400	173,982	175,000
20200	Lime	247,496	295,095	275,000	306,899
20300	Soda Ash	31,117	45,063	32,000	46,865
20400	Coagulant	6,304	14,070	9,300	14,633
20500	Carbon Dioxide	29,850	28,696	27,500	29,844
20550	Salt	5,410	6,582	5,500	6,845
20600	Other Chemicals	12,520	20,827	15,900	21,660
20750	Sodium Hypo-Chlorite	53,457	70,493	59,714	73,313
20800	Laboratory Supplies	21,427	15,646	17,565	16,272
Sub-totals - Operating Expenses		\$ 10,381,140	\$ 11,685,009	\$ 11,520,636	\$ 12,202,191
Debt Service - Interest					
22087	2011 DMWW Refunding Bonds - WDMWW Share - Treatment Plant Capacity 6.323 MGD	31,592	12,244	12,244	0
22086	2012 DMWW Refunding Bonds - WDMWW Share - Treatment Plant capacity 2 MGD	75,981	69,786	69,786	62,604
22098	2012 Water Revenue Bonds	164,350	144,000	144,000	143,250
22099	2013 Water Revenue Bonds	96,931	91,225	91,225	70,225
22081	2016 SRF Loan	0	47,800	48,366	68,110
Sub totals - Interest		\$ 368,854	\$ 365,055	\$ 365,621	\$ 344,189
Totals - Operating Expenses Plus Interest on Debt					
Operating Expenses		\$ 10,381,140	\$ 11,685,009	\$ 11,520,636	\$ 12,202,191
Interest		\$ 368,854	\$ 365,055	\$ 365,621	\$ 344,189
Totals - Operating Expenses Plus Interest on Debt		\$ 10,749,994	\$ 12,050,064	\$ 11,886,256	\$ 12,546,380

Water Treatment Plant Operation and Maintenance		Operating Expenses			
Account	Object of Expense	Accrual Basis Actual Expense 2016	Accrual Basis Budget 2017	Accrual Basis Anticipated Expense 2017	Accrual Basis Budget 2018
Payroll and Employee Benefits					
16000-021	Salaries and Wages	\$ 775,244	\$ 805,155	\$ 805,572	841,409
16100-021	Overtime	56,656	60,725	58,185	58,185
16200-021	Water Works' Share - FICA	\$ 60,778	66,240	66,077	68,819
16300-021	Water Works' Share - IPERS moved to Pension Expense in 2015	73,353	77,323	82,316	80,186
16320-021	Accrued Sick Leave Expense	316	1,000	1,000	0
16350-021	Water Works' Share - Deferred Compensation	2,000	2,000	2,000	5,200
16400-021	Group Health and Life Insurance	138,955	145,900	143,399	149,135
16500-021	Allowances	2,654	3,000	4,000	4,000
Commodities and Services					
17000-021	Consulting Fees - IDNR and Water Quality Testing	6,833	25,000	2,300	25,000
17040-021	Consulting Fees - Safety	0	1,000	200	0
17070-021	Data Processing - Maintenance and Consulting Fees	14,961	22,000	17,640	22,000
17120-021	IDNR Operation Permit	7,380	8,344	7,308	7,450
17200-021	Property and Other Insurance	66,941	68,593	63,574	71,075
17300-021	Postage and Shipping	221	700	600	700
17500-021	Maintenance - Buildings and Structures	179,381	150,000	163,354	210,000
17600-021	Maintenance - Vehicles and Equipment	132,317	285,000	122,000	125,000
17800-021	Communication	11,224	10,715	9,600	9,750
17900-021	Continuing Education and Travel	1,722	3,570	2,200	3,570
18000-021	Electricity	369,091	420,200	423,530	427,765
18100-021	Natural Gas	5,431	6,530	8,500	8,670
18800-021	Depreciation	948,255	1,480,000	1,480,000	1,509,600
19500-021	Maintenance - Grounds	36,252	28,009	27,460	28,500

Water Treatment Plant Operation and Maintenance		Operating Expenses			
Account	Object of Expense	Accrual Basis Actual Expense 2016	Accrual Basis Budget 2017	Accrual Basis Anticipated Expense 2017	Accrual Basis Budget 2018
19600-021	Purchased Water - Elm Street	\$ 342,114	\$ 163,399	\$ 279,034	298,244
19610-021	Purchased Water - Westside 88th & University	280,374	447,480	269,679	288,245
19620-021	Purchased Water - Westside O & M	31,853	67,200	64,000	64,000
19630-021	Purchased Water - 92nd & University	15,079	59,950	20,149	21,537
19640-021	Purchased Water - Grand & Glen Oaks	34,580	75,000	20,218	21,173
19650-021	Purchased Water - 88th Street	957,153	778,250	1,077,637	1,151,825
19660-021	Purchased Water - Maffitt Lake Dr	2,220	2,152	3,022	3,230
19670-021	Purchased Water - S 22nd St	82,859	85,000	54,368	58,110
19700-021	Minor Equipment	1,194	1,500	1,250	1,500
19800-021	Miscellaneous Commodities	959	1,500	520	1,000
19900-021	Vehicles and Equipment - Fuel	3,041	3,000	1,800	3,000
20100-021	Office Supplies	1,044	2,800	1,264	2,500
Water Treatment Chemicals and Laboratory Supplies					
20150-021	Lime Residuals Removal (Lagoons)	9,928	50,000	50,000	50,000
20160-021	Lime Residuals Hauling (Press)	139,751	173,400	173,982	175,000
20200-021	Lime	247,496	295,095	275,000	306,899
20300-021	Soda Ash	31,117	45,063	32,000	46,865
20400-021	Coagulant	6,304	14,070	9,300	14,633
20500-021	Carbon Dioxide	29,850	28,696	27,500	29,844
20550-021	Salt	5,410	6,582	5,500	6,845
20575-021	Sodium Hypo-Chlorite	53,457	70,493	59,714	73,313
20600-021	Other Chemicals	12,520	20,827	15,900	21,660
20800-021	Laboratory Supplies	21,427	15,646	17,565	16,272
Water Treatment Department Totals		\$ 5,199,695	\$ 6,078,105	\$ 5,950,217	\$ 6,311,709

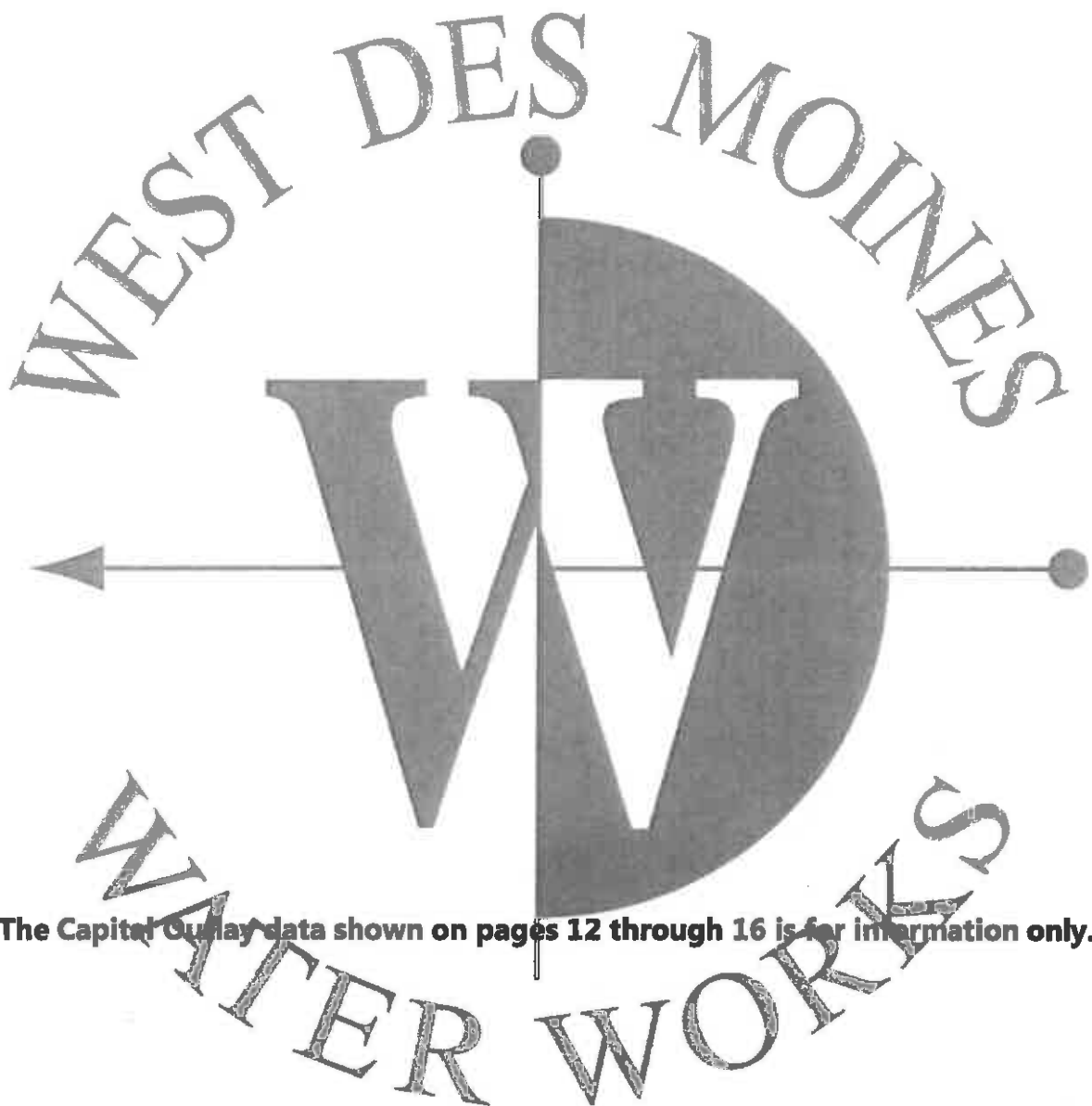
Water Distribution		Operating Expenses			
Account	Object of Expense	Accrual Basis Actual Expense 2016	Accrual Basis Budget 2017	Accrual Basis Anticipated Expense 2017	Accrual Basis Budget 2018
Payroll and Employee Benefits					
16000-051	Salaries and Wages	\$ 915,428	\$ 971,825	\$ 954,324	\$ 947,418
16100-051	Overtime	58,328	50,000	50,000	50,000
16200-051	Water Works' Share - FICA	71,177	78,170	\$ 76,831	76,302
16300-051	Water Works' Share - IPERS	86,331	91,249	89,686	95,054
16320-051	Accrued Sick Leave Expense	2,310	1,000	1,000	0
16350-051	Water Works' Share - Deferred Compensation	3,000	3,000	3,000	7,800
16400-051	Group Health and Life Insurance	174,891	179,550	180,793	188,025
16500-051	Allowances	5,668	7,500	7,262	7,500
Commodities and Services					
17070-051	Data Processing - Maintenance and Consulting Fees	21,422	31,415	57,756	32,000
17200-051	Property and Other Insurance	31,500	38,425	38,632	43,190
17300-051	Postage and Shipping	359	500	100	250
17500-051	Maintenance - Buildings and Structures	24,104	30,000	28,586	30,000
17600-051	Maintenance - Vehicles and Equipment	35,084	62,000	69,833	70,000
17700-051	Maintenance - Water Distribution System	143,922	180,000	115,140	180,000
17800-051	Communication	7,006	7,340	6,338	7,340
17900-051	Continuing Education and Travel	4,270	5,000	5,105	5,105
18000-051	Electricity	118,407	109,800	111,135	113,350
18100-051	Natural Gas	579	556	630	650
18800-051	Depreciation	1,718,574	1,650,000	1,570,000	1,683,000
19500-051	Maintenance - Grounds	4,574	6,500	27,069	28,000
19700-051	Minor Equipment	16,772	4,814	7,481	7,500
19800-051	Miscellaneous Commodities	87	825	40	100
19850-051	Water Works' Share - Iowa One Call System	11,047	12,311	10,050	11,000
19900-051	Vehicles and Equipment - Fuel	16,287	15,810	14,625	15,810
20100-051	Office Supplies	554	1,020	178	1,020
Distribution Department Totals		\$ 3,471,681	\$ 3,538,610	\$ 3,425,591	\$ 3,600,414

Customer Service and Finance		Operating Expenses			
Account	Object of Expense	Accrual Basis Actual Expense 2016	Accrual Basis Budget 2017	Accrual Basis Anticipated Expense 2017	Accrual Basis Budget 2018
Payroll and Employee Benefits					
16000-081	Salaries and Wages	\$ 736,015	\$ 787,375	\$ 799,970	\$ 771,835
16050-081	Temporary Help	28,757	0	15,038	0
16100-081	Overtime	27,696	17,315	20,854	17,315
16200-081	Water Works' Share - FICA	56,595	61,559	62,793	59,045
16300-081	Water Works - IPERS to GASB 68	67,160	71,859	73,300	69,934
16320-081	Accrued Sick Leave Expense	0	1,000	1,000	0
16350-081	Water Works' Share - Deferred Compensation	4,000	4,000	4,240	10,400
16400-081	Group Health and Life Insurance	76,788	82,058	106,252	120,018
16500-081	Allowances	2,538	3,520	3,476	3,520
Commodities and Services					
16850-081	Cost of Materials Sold	43,216	58,500	57,700	58,462
16900-081	Collection Expense	1,325	1,600	1,600	1,600
17070-081	Data Processing - Maintenance and Consulting Fees	27,172	45,000	41,625	63,500
17200-081	Property and Other Insurance	24,612	27,132	29,236	32,686
17300-081	Postage and Shipping	81,422	84,460	77,500	85,000
17400-081	Printing	47,248	43,260	36,000	44,000
17500-081	Maintenance - Building	17,568	15,000	20,346	21,000
17600-081	Maintenance - Vehicles and Equipment	16,528	14,000	14,616	15,000
17800-081	Communication	2,765	3,468	3,470	3,470
17900-081	Travel and Continuing Education	2,539	5,500	3,434	7,500
18000-081	Electricity	5,339	5,610	5,860	5,860
18100-081	Natural Gas	21	41	45	45
18300-081	Bad Debts	5,230	5,681	2,066	5,681
18800-081	Depreciation	63,343	70,000	70,000	70,000
19700-081	Minor Equipment	1,710	2,550	1,880	2,550

Customer Service and Finance		Operating Expenses			
Account	Object of Expense	Accrual Basis Actual Expense 2016	Accrual Basis Budget 2017	Accrual Basis Anticipated Expense 2017	Accrual Basis Budget 2018
19800-081	Miscellaneous Commodities	\$ 374	\$ 3,000	\$ 4,000	\$ 3,000
19900-081	Vehicles and Equipment - Fuel	7,297	12,903	7,670	13,000
19950-081	Lock Box Charges	45,250	52,000	41,122	52,000
20100-081	Office Supplies	3,997	3,810	3,600	3,810
Customer Service and Finance Department Totals		\$ 1,396,505	\$ 1,482,200	\$ 1,508,692	\$ 1,540,231

Administration		Operating Expenses			
Account	Object of Expense	Accrual Basis Actual Expense 2016	Accrual Basis Budget 2017	Accrual Basis Anticipated Expense 2017	Accrual Basis Budget 2018
Payroll and Employee Benefits					
16000-091	Salaries and Trustees' Compensation	\$ 136,659	\$ 138,205	\$ 140,059	\$ 142,131
16150-091	Employee Fitness Incentive Program	6,250	6,500	6,510	6,500
16200-091	Water Works' Share - FICA	10,000	10,573	10,714	10,873
16300-091	Water Works' Share - IPERS	11,111	12,342	12,507	13,545
16320-091	Accrued Sick Leave Expense	0	0	0	0
16330-091	Other Post Employment Benefits Expense	38,639	40,000	38,640	44,000
16340-091	GASB 68 Pension Expense- excess over IPERS employer contributions	(112,046)	100,000	100,000	100,000
16350-091	Water Works' Share - Deferred Compensation	1,000	1,000	1,000	2,600
16400-091	Group Health and Life Insurance	17,048	17,903	17,657	18,363
16500-091	Allowances	2,720	1,000	1,600	1,600
16560-091	Employee Achievement Recognition Program	6,907	7,200	7,341	7,525
Commodities and Services					
16600-091	Economic Development Expense	50,000	0	50,000	50,000
16800-091	Advertising and Legal Publications	41,772	23,072	39,383	41,745
17050-091	Consulting Fees - Engineering, Accounting and Legal	58,918	205,000	195,500	290,000
17060-091	Consulting Fees - Issuance of Bonds	0	0	0	0
17070-091	Consulting Fees - Data Processing	35,032	8,500	4,150	4,150
17100-091	Dues and Memberships	5,573	8,500	9,335	10,505
17800-091	Communication	1,076	1,300	940	1,300
17900-091	Continuing Education and Travel	600	3,500	300	3,500
19800-091	Miscellaneous Commodities	2,000	1,500	500	1,500
Sub-totals - Administration Expenses		\$ 313,259	\$ 586,094	\$ 636,136	\$ 749,837

Administration					Interest on Debt
Account	Object of Expense	Accrual Basis Actual Expense 2016	Accrual Basis Budget 2017	Accrual Basis Anticipated Expense 2017	Accrual Basis Budget 2018
Debt Service - Interest					
22087-091	2011 DMWW Refunding Bonds - WDMWW Share - Treatment Plant Capacity 6.323 MGD	\$ 31,592	\$ 12,244	\$ 12,244	0
22086-091	2012 DMWW Refunding Bonds - WDMWW Share - Treatment Plant capacity 2 MGD	75,981	69,786	69,786	62,604
22098-091	2012 Water Revenue Bonds	164,350	144,000	144,000	143,250
22099-091	2013 Water Revenue Bonds	96,931	91,225	91,225	70,225
22081-091	2016 SRF Loan	0	47,800	48,366	68,110
Sub-totals - Interest		\$ 368,854	\$ 365,055	\$ 365,621	\$ 344,189
Administration Department Totals					
	Operating Expenses	\$ 313,259	\$ 586,094	\$ 636,136	\$ 749,837
	Interest	\$ 368,854	\$ 365,055	\$ 365,621	\$ 344,189
Administration Department Totals		\$ 682,113	\$ 951,149	\$ 1,001,757	\$ 1,094,026
SUMMARY OF OPERATING EXPENSES					
	Water Treatment	\$ 5,199,695	\$ 6,078,105	\$ 5,950,217	\$ 6,311,709
	Water Distribution	\$ 3,471,681	\$ 3,538,610	\$ 3,425,591	\$ 3,600,414
	Customer Service and Finance	\$ 1,396,505	\$ 1,482,200	\$ 1,508,692	\$ 1,540,231
	Administration	\$ 682,113	\$ 951,149	\$ 1,001,757	\$ 1,094,026
Sub-Totals Operating Expense plus Bond Interest		\$ 10,749,994	\$ 12,050,064	\$ 11,886,256	\$ 12,546,380
Totals - Current Year Revenue					
		\$ 14,029,885	\$ 14,156,722	\$ 15,217,266	\$ 14,444,752
Net Revenue over Operating Expenses					
		\$ 3,279,891	\$ 2,106,658	\$ 3,331,010	\$ 1,898,372



The Capital Outlay data shown on pages 12 through 16 is for information only.

COMMENTS ABOUT ENTRIES ON PAGE 12

Debt Service – Principal –
Funds Required

The principal amounts shown for the various debt instruments are taken from the bond amortization tables.

CAPITAL OUTLAY					Capital Outlay
		Accrual Basis Actual Debt Service 2016	Accrual Basis Budget 2017	Accrual Basis Anticipated Debt Service 2017	Accrual Basis Budget 2018
Debt Service - Principal - Funds Required					
	2011 DMWW Refunding Bonds - WDMWW Share - Treatment Plant Capacity 6.323 MGD	\$ 703,584	\$ 408,122	\$ 408,122	\$ 0
	2012 DMWW Refunding Bonds - WDMWW Share - Treatment Plant capacity 2 MGD	225,250	239,426	239,426	248,718
	2012 Water Revenue Bonds	740,000	25,000	25,000	25,000
	2013 Water Revenue Bonds	415,000	1,400,000	1,400,000	1,780,000
	2016 SRF Loan	0	0	0	146,000
Sub-totals - Debt Service - Principal		\$ 2,083,834	\$ 2,072,548	\$ 2,072,548	\$ 2,199,718

**COMMENTS ABOUT ENTRIES ON PAGE 13
CAPITAL OUTLAY DETAIL**

Equipment

Inventory 00600-100-00000	Water meters and accessories, water service tapping materials and other material goods for use in the water distribution system.
Plant Meter Replacement 00800-120-15002	Replacement of outdated equipment
Replace windows 00800-120-17002	Replace windows, tuck point and block north garage
Ground Storage Tank 2 Painting 00800-120-17007	Ground Storage Tank 2 Painting.
Lime Slaker Replacement 00800-120-17008	Replace Lime Slaker
Plant Door 00800-120-18001	Replace Plant Door
Furnishings 00800-120-18002	Plant Conference Room Furnishings
Process Pipe Cleaning 00800-120-18003	Process Pipe Cleaning
Chemical Pipe Cleaning 00800-120-18004	Chemical Pipe Cleaning
Generator 00800-120-18005	Standby Generator 17 th St Tower
Storage 00800-120-18006	Distribution Material Storage Cover
Security 00800-120-18007	Building Security Improvements-Plant
Equipment 00800-120-18008	Plant Equipment Contingency
Equipment 00800-120-18009	Distribution Equipment Contingency

CAPITAL OUTLAY					Capital Outlay
Account	Object of Expenditure	Accrual Basis Actual Expense 2016	Accrual Basis Budget 2017	Accrual Basis Anticipated Expense 2017	Accrual Basis Budget 2018
	Equipment				
00600-100	Inventory - Meters and Appurtenances		\$ 238,000	\$ 95,420	\$ 238,000
00800-120	Plant				
00000	Clearwell transfer pumps & installation		\$ 0	\$ 30,482	\$ 0
-15002	Plant Meter Replacement		50,000	24,286	50,000
-16002	Replace selected doors and windows at plant and wells		0	11,477	0
-17001	Hypo Feeder Pump		7,000	6,674	0
-17002	Replace windows, tuck point and block north garage		20,000	0	20,000
-17003	Replace roof on plant filter building		35,000	35,000	0
-17004	New Chlorine storage tanks, piping and controls		175,000	175,000	0
-17005	Replace water softeners for soda ash feed system		30,000	25,685	0
-17006	Replace HVAC for plant office		9,000	8,034	0
-17007	Ground Storage Tank 2 Painting		299,000	0	299,000
-17008	Lime Slaker Replacement		250,000	250,000	300,000
-18001	Plant Door Replacement		0	0	20,000
-18002	Plant Conference Room Furnishings		0	0	20,000
-18003	Process Pipe Cleaning		0	0	90,000
-18004	Chemical Pipe Painting		0	0	10,000
-18005	Standby Generator 17th St. Tower		0	0	15,000
-18006	Distribution Material Storage Cover		0	0	25,000
-18007	Building Security Improvements- Plant		0	0	25,000
-18008	Plant Equipment Contingency		0	0	105,000
00800-120	Water Distribution				
-16006	Hydraulic Modeling and Training		0	19,350	0
-17009	New Pipe Saw		12,500	10,865	0
-18009	Distribution Equipment Contingency		0	0	50,000

COMMENTS ABOUT ENTRIES ON PAGE 14

General Office/Meter Reading

Computers 00800-120-14004	PC and laptop replacements scheduled
Meter Replacement 00800-120-14007	Meter Replacement/Upgrade Plan
Trimble Handheld 00800-120-17010	Trimble Handheld to program meters
4G Tablets 00800-120-17011	4G Tablets for Meter Techs
Security 00800-120-18010	Building Security Improvements – City Hall
Office Equipment 00800-120-18011	General Office Equipment Contingency
<i>Vehicles</i>	
Loader & Dump Trailer 00800-120-18012	Loader & Dump Trailer
Service Truck 00800-120-18013	Service Truck Replacement

CAPITAL OUTLAY					Capital Outlay
Account	Object of Expenditure	Accrual Basis Actual Expense 2016	Accrual Basis Budget 2017	Accrual Basis Anticipated Expense 2017	Accrual Basis Budget 2018
00800-120	General Office/Meter Reading				
-14004	PC and laptop replacements scheduled		10,000	2,062	20,000
-14007	Meter Replacement/Upgrade Plan		450,000	786,000	450,000
-17010	Trimble Handheld to program meters		4,000	2,585	4,000
-17011	4G Tablets for Meter Techs		2,000	0	2,000
-17012	ARC GIS Server		25,000	20,357	0
-17013	Firewall Software		5,100	5,954	0
-18010	Building Security Improvements- CH		0	0	25,000
-18011	General Office Equipment Contingency		0	0	31,000
<i>Equipment</i>					
00800-120	Vehicles				
-16010	Truck replacement		0	90,208	0
-17014	Truck replacement		67,000	66,677	0
-17015	Service Truck Replacement		110,000	110,000	0
-18012	Distrib. Wheel Loader & Dump Trailer		0	0	105,000
-18013	Service Truck Replacement		0	0	70,000
Sub-totals - Equipment		\$ 1,264,307	\$ 1,798,600	\$ 1,599,439	\$ 1,974,000

COMMENTS ABOUT ENTRIES ON PAGE 15

Improvements –

Treatment Plant and Distribution 00800-170

00800-170-15002	Convert Ball Fields to Lake Water Irrigation
00800-170-16003	2016-2018 Shallow Well Construction at AC Ward
00800-170-18001	Ashworth Rd – 81 st to 88 th Street
00800-170-18002	Grand Main Replacement – Delevan to Wolf Way
00800-170-18003	Anticipated City Reimbursed Projects

South Area Water Connection Fee District

00800-170-16005	Veteran's Pkwy Water Main Extension 2016
00800-170-18004	Joint Water Main & Pump Station – South Area
00800-170-18005	Alluvion Booster Station

Southwest Area Connection Fee District

00800-170-17003	Rural Water Territory Purchase
00800-170-17004	2017 EP True 88 th to 2600 feet west

CAPITAL OUTLAY					Capital Outlay
Account	Object of Expenditure	Accrual Basis Actual Capital Outlay 2016	Capital Outlay Budget 2017	Accrual Basis Anticipated Capital Outlay 2017	Capital Outlay Budget 2018
00800-170	Treatment Plant & Distribution				
-15002	Convert Ball Fields to Lake Water Irrigation		100,000	0	100,000
-16001	AC Ward Redundant Pipe		0	170,000	0
-16002	New Jordan Well and Transmission Main at AC Ward		1,792,500	3,000,000	0
-16003	2016-2018 Shallow Well Construction at AC Ward		372,500	0	372,500
-16004	2016-2017 ASR Well		0	0	0
-18001	Ashworth Rd- 81st to 88th St		0	0	312,500
-18002	Grand Main Repl-Delevan to Wolf Way		0	0	325,000
-18003	Anticipated City Reimbursed Projects <u>South Area Water Connection Fee District</u>				95,000
-16005	Veteran's Pkwy Water Main Ext 2016		538,000	250,000	263,000
-15003	City TIF Water Mains		400,000	400,000	0
-18004	Joint Water Main & Pump Station- South Area		0	0	1,600,000
-18005	Alluvion Booster Station <u>Southwest Area Connection Fee District</u>		0	0	125,000
-15008	60th St - Mills Civic to Grand		630,000	0	0
-15009	Grand Avenue and S. 35th St Water Main Replacement (City Project)		0	118,656	0
-15010	Grand Avenue Hydrant Additions, S. 50th St to S 35th St (City Project)		0	16,880	
-17001	88th St EP True to 900' North		167,000	155,018	0
-17002	98th St Tower City Development Frontage		30,000	0	0
-17003	Rural Water Territory Purchase		500,000	0	500,000
-17004	2017 EP True 88th to 2600 feet west		375,000	0	375,000
-17007	2017 Mills Civic - Grand Prairie Parkway to Wendover		192,500	0	0
-17008	2017 Mills Civic Parkway 81st to 88th		476,800	244,275	0

COMMENTS ABOUT ENTRIES ON PAGE 16

*Water Main Replacement
Projects*

00800-170-17005

Ashworth Rd 8th – 35th Design/Construction

00800-170-18007

88th St 900' N of EP True to Ashworth

00800-170-18006

2018 Water Main Replacement

SUMMARY OF CAPITAL OUTLAY		Capital Outlay		Capital Outlay	
Account	Object of Expenditure	Accrual Basis Actual Capital Outlay 2016	Capital Outlay Budget 2017	Accrual Basis Anticipated Capital Outlay 2017	Capital Outlay Budget 2018
	<i>Water Main Replacement Projects</i>				
-16006	2016 Water Main Replacement		0	275,000	0
-16007	SW Grand Prairie Pkwy to Wendover Easements (not budgeted)		0	247,722	0
-16008	WMR Jordan Creek Crossing Pipe replacement in 2017		75,000	64,816	0
-17005	Ashworth Rd 8th-35th Design/Constr		450,000	3,838	1,440,000
-17006	2017 Water Main Replacement		350,000	306,904	0
-18007	88th ST 900' N. of EP True to Ashworth		0	0	202,600
-18006	2018 Water Main Replacement		0	0	150,000
	Sub-totals - Improvements	\$ 3,051,417	\$ 6,449,300	\$ 5,253,109	\$ 5,860,600
	<i>Equipment</i>				
	Totals	\$ 1,264,307	\$ 1,798,600	\$ 1,599,439	\$ 1,974,000
	<i>Improvements</i>				
	Totals	\$ 3,051,417	\$ 6,449,300	\$ 5,253,109	\$ 5,860,600
	Sub-total - Equipment and Improvements	\$ 4,315,724	\$ 8,247,900	\$ 6,852,548	\$ 7,834,600
	<i>Debt Service - Principal</i>				
	Totals	\$ 2,083,834	\$ 2,072,548	\$ 2,072,548	\$ 2,199,718
	TOTALS - CAPITAL OUTLAY	\$ 6,399,558	\$ 10,320,448	\$ 8,925,096	\$ 10,034,318
	SUMMARY OF ALL OPERATING AND CAPITAL EXPENSES				
	Operating Expenses	\$ 10,749,994	\$ 12,050,064	\$ 11,886,256	\$ 12,546,380
	Debt Service - Principal	\$ 2,083,834	\$ 2,072,548	\$ 2,072,548	\$ 2,199,718
	Capital Outlay-Equipment & Improvements	\$ 4,315,724	\$ 8,247,900	\$ 6,852,548	\$ 7,834,600
	TOTALS - ALL OPERATING AND CAPITAL OUTLAY EXPENSES	\$ 17,149,552	\$ 22,370,512	\$ 20,811,352	\$ 22,580,698