

CITY OF WEST DES MOINES

COUNCIL AGENDA

date: July 23, 2018

time: 5:30 P.M.

MAYOR STEVEN K. GAER
COUNCILMEMBER AT LARGE RENEE HARDMAN
COUNCILMEMBER AT LARGE JIM SANDAGER
COUNCILMEMBER 1ST WARD KEVIN L. TREVILLYAN
COUNCILMEMBER 2ND WARD JOHN MICKELSON
COUNCILMEMBER 3RD WARD RUSS TRIMBLE

CITY MANAGER.....TOM HADDEN
CITY ATTORNEY.....RICHARD SCIESZINSKI
CITY CLERK.....RYAN JACOBSON

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 July 9, 2018 Meeting
 - b. Motion - Approval of Bill Lists
 - c. Motion - Approval of Liquor Licenses:
 1. 50th Street Sports, LLC d/b/a Grumpy Goat Tavern, 1300 50th Street, Suite 206 - Class LC Liquor License with Sunday Sales and Outdoor Service - Renewal
 2. Smash Park Des Moines, LLC d/b/a Smash Park, 6625 Coachlight Drive - Class LC Liquor License with Sunday Sales and Outdoor Service - New
 3. Taste of the Junction, Inc. d/b/a Taste of the Junction - Five-Day Class B Beer Permit with Outdoor Service for Street Party Event in the 400 Block of Railroad Place, September 1, 2018
 4. Moreno's Corporation d/b/a Tequila Limon y Sal Mexican Restaurant, 5014 EP True Parkway - Class LC Liquor License with Sunday Sales - Renewal
 5. Tea Time Two, LLC, d/b/a Wines of Iowa, 234 5th Street - Class B Native Wine Permit with Sunday Sales - Renewal
 - d. Motion - Approval of Purchase of Additional Snow Plow Truck Unit
 - e. Resolution - Approval of Reimbursement - Various Capital Project Funds
 - f. Resolution - Order Construction:
 1. Public Services Fueling Facility Modifications
 2. Veterans Parkway - SE 50th Street to SW 60th Street
 - g. Resolution - Approval of Professional Services Agreements:
 1. 2018 Channel Repair Program
 2. 2018 Stormwater Intake Repair Program

3. 2018 Sewer Rehabilitation Program
4. 2018 Sewer Cleaning and Televising Program
5. 2019 HMA Resurfacing Program
6. 2019 PCC Patching and Medians Program
7. 27th Street and Vine Street Culvert
8. Intersection Improvements - Jordan Creek Parkway and Ashworth Road
- h. Resolution - Establish Public Hearing Regarding the Final Design, Site Selection and Consideration of Acquiring Agricultural Property - Ashworth Road Reconstruction - I-80 Bridge to 98th Street
- i. Resolution - Approval and Acceptance of Storm Water Facility Maintenance Covenant and Permanent Easement Agreement - Greenway Crossing Shared Access Road
- j. Resolution - Establish Public Hearings:
 1. Amendment #3 to Alluvion Urban Renewal Area
 2. Amendment #2 to Osmium Urban Renewal Area
- k. Resolution - Approval of Amendment to Property Tax Rebate Program

5. Old Business

- a. Greenway Crossing, 9065 Bishop Drive - Amend the Planned Unit Development (PUD) for PUD Parcel G to Change the Zoning from Office to High Density Residential - Hubbell Realty Company
 1. Ordinance - Approval of Second, Third Readings and Final Adoption
- b. Electric Energy - Franchise Agreement Expiring June 30, 2038 - MidAmerican Energy Company
 1. Ordinance - Approval of Second, Third Readings and Final Adoption
- c. Natural Gas - Franchise Agreement Expiring June 30, 2038 - MidAmerican Energy Company
 1. Ordinance - Approval of Second, Third Readings and Final Adoption
- d. Amendment to City Code - Title 7 (Public Ways and Property), Chapter 12 (Library Regulations), Section 2 (Rules and Regulations) - Behavior of Library Patrons - Library Board of Trustees
 1. Ordinance - Approval of Second, Third Readings and Final Adoption

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

- a. Somerfield, southeast corner of Mills Civic Parkway and South 50th Street - Amend the Planned Unit Development (PUD) to Modify Buffer Park Regulations - Kyle and Maureen Barton
 1. Ordinance - Approval of First Reading

- b. Agreement for Private Development - Ballenger Real Estate, LLC
 - 1. Motion - Continue Public Hearing to August 6, 2018
- c. Agreement for Private Development - LTR Pointe Properties, LLC (Continued from June 11, 2018, June 25, 2018, and July 9, 2018)
 - 1. Motion - Continue Public Hearing to August 6, 2018
- d. South Area Lift Station Improvements - City Initiated
 - 1. Resolution - Approval of Acquisition of Agricultural Property
- e. South Area Lift Station Improvements - City Initiated
 - 1. Resolution - Approval of Plans and Specifications
 - 2. Motion - Receive and File Report of Bids
 - 3. Resolution - Award Contract

7. New Business

- a. Aventura at Greenway Crossing, 9065 Bishop Drive - Approval of Site Plan to Construct a 62-Unit Senior Apartment Building - Hubbell Realty Company
 - 1. Resolution - Approval of Site Plan
- b. Wolfe Clinic Surgery Center, 6100 Westown Parkway - Approval of a Major Modification to Allow Full Construction of a Surgery Center Building with Site Modifications - Wolfe Eye Clinic
 - 1. Resolution - Approval of Major Modification
- c. Amendment to City Code - Title 4 (Health and Safety Regulations), Chapter 5C (Solid Waste Control) - Modifications to Fees and Charges - City Initiated
 - 1. Ordinance - Approval of First Reading
- d. Amendment to City Code - Title 4 (Health and Safety Regulations), Chapter 6 (Municipal Recycling), Section 6 (License Application, Term, Revocation) - Remove the Licensing Requirements for Haulers of Municipal Recycling - City Initiated
 - 1. Ordinance - Approval of First Reading
- e. Amendment to City Code - Title 6 (Motor Vehicles and Traffic), Chapter 9 (Traffic Schedules), Section 3 (Special Stops Required) - South 34th Street and Valley View Drive - City Initiated
 - 1. Ordinance - Approval of First Reading

8. Receive, File and/or Refer

9. Other Matters

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

July 9, 2018

West Des Moines City Council Proceedings
Monday, July 9, 2018

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, July 9, 2018 at 5:30 PM. Council members present were: R. Hardman, J. Mickelson, J. Sandager, and K. Trevillyan.

City Clerk Ryan Jacobson stated staff is recommending amendments to Item 6(d) Electric Energy Franchise Agreement and Item 6(e) Natural Gas Franchise Agreement, as the expiration dates of those agreements should be June 30, 2038, as opposed to June 30, 2043.

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

Vote 18-422: Hardman, Mickelson, Sandager, Trevillyan ...4 yes
Motion carried.

On Item 2. Public Forum

Terry Gray, 1641 South 35th Street, expressed concerns about the capability of the City's stormwater infrastructure to handle extremely heavy rainfalls, such as the rain event on June 30th. He requested that the City consider improvements to the stormwater infrastructure near his home, as he has experienced flooding issues.

City Manager Tom Hadden stated staff will follow up with Mr. Gray on his concerns.

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

Police Chief Chris Scott introduced public safety chaplains Marion D. Eppright and Lincoln Guerra, who were then sworn in by Mayor Gaer.

Mayor Gaer recognized two youth baseball teams, the Iowa Saints and the Iowa Silver Sluggers.

David Lyons provided an update on the City's broadband initiative, which is intended to expand the community's access to internet service. This will start as a pilot project to offer free broadband access to an area of the Valley Junction neighborhood.

Mike Miles, Microsoft Corporation, stated Microsoft was attracted to this broadband project in West Des Moines because it supports the corporate mission of empowering people to achieve more by providing access to technology. He thanked the City for allowing Microsoft to collaborate on this project.

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Council member Mickelson commended the Parks and Recreation Department for a successful Independence Day parade. He also commended the Public Services Department for their responsiveness to a couple of recent issues. He also reported he volunteered with his company at the Valley Junction Farmers Market this past Thursday.

Council member Hardman also commended the Parks and Recreation Department for a successful Independence Day parade. She reported she attended a groundbreaking ceremony for the Wolfe Eye Clinic. She also reported she attended a meeting of the Development and Planning Subcommittee.

On Item 4. Consent Agenda.

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

- a. Approval of Minutes of June 25, 2018 and June 29, 2018 Meetings
- b. Approval of Bill Lists
- c. Approval of Liquor Licenses:
 1. Casey's Marketing Company, d/b/a Casey's General Store #2824, 6630 Mills Civic Parkway - Class LE Liquor License with Carryout Wine, Carryout Beer, and Sunday Sales - Renewal
 2. Casey's Marketing Company, d/b/a Casey's General Store #2923, 1850 22nd Street - Class LE Liquor License with Carryout Wine, Carryout Beer, and Sunday Sales - Renewal
 3. Casey's Marketing Company d/b/a Casey's General Store #3098, 105 Grand Avenue - Class LE Liquor License with Carryout Beer, Native Wine, and Sunday Sales - Renewal
 4. The Cheesecake Factory Restaurants, Inc., d/b/a The Cheesecake Factory, 101 Jordan Creek Parkway #12550 - Class LC Liquor License with Sunday Sales and Outdoor Service - Renewal
 5. Hana Ramen Sushi, Inc. d/b/a Hana Ramen Sushi, 7450 Bridgewood Boulevard, #205 - Class LC Liquor License with Sunday Sales - Renewal
 6. Hy-Vee, Inc. d/b/a Hy-Vee Market Grille #4, 555 South 51st Street (Grille Area) - Class LC Liquor License with Sunday Sales - Renewal
 7. Hy-Vee, Inc. d/b/a Hy-Vee Meeting Room, 1725 Jordan Creek Parkway - Transfer Location Temporarily to 1236 Jordan Creek Parkway (SpringHill Suites) - July 18-19, 2018
 8. Jordan Creek Lodging, LLC, d/b/a Hyatt Place at Jordan Creek, 295 South 64th Street - Class LB Liquor License with Sunday Sales, Outdoor Service, and Catering Privileges - Renewal
 9. P. F. Chang's China Bistro, Inc., d/b/a P. F. Chang's China Bistro, 110 South Jordan Creek Parkway - Class LC Liquor License with Sunday Sales and Outdoor Service - Renewal

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10. Cinderella Story, LLC, d/b/a Shotgun Betty's - Class LC Liquor License with Sunday Sales and Outdoor Service - Renewal
 11. Hy-Vee, Inc. d/b/a Wahlburgers, 7105 Mills Civic Parkway, Suite 160 - Class LC Liquor License with Sunday Sales, Outdoor Service, and Catering Privileges - New
- d. Approval of Order for Violation of Alcohol Laws
 - e. Approval of Parking on School Property Grass - Central Iowa Sports Opening Ceremonies at Valley Stadium
 - f. Approval of Professional Services Agreement - Pearson Park North Pedestrian Bridge Replacement
 - g. Approval of Amendment #1 to Professional Services Agreement - Raccoon River Basin Expanded Service Area
 - h. Order Construction:
 1. 2017 Guardrails Program
 2. Walnut Creek Outfall - Project 2
 3. Florer Park Site Improvements
 - i. Accept Work:
 1. 2017 Parking Lot Repair Program
 2. Fairmeadows Park Water Quality Improvements
 - j. Approval of Professional Services Agreement:
 1. North Slope Lift Station Diversion Plan
 2. 2018 Durable Pavement Markings Program
 3. 2019 PCC Reconstruction Program
 - k. Approval of Addressing - Various Locations within City Limits
 - l. Establish Public Hearing - Amendment #7 to Amended and Restated Mills Parkway Urban Renewal Area (Subdistrict #7)
 - m. Approval of Amendments to Development Agreements:
 1. National Forensic League
 2. Nine23, LLC

Vote 18-423: Hardman, Mickelson, Sandager, Trevillyan ...4 yes
Motion carried.

On Item 4(n) Approval of Purchase Agreement - West Des Moines Water Works

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

It was moved by Sandager second by Hardman to approve Item 4(n) Approval of Purchase Agreement - West Des Moines Water Works.

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Vote 18-424: Hardman, Mickelson, Sandager ... 3 yes
Trevillyan... 1 abstain due to potential conflict of interest
Motion carried.

On Item 5(a) Greenway Crossing, southeast corner of 92nd Street and University Avenue -
Amend the Planned Unit Development (PUD) to Allow Additional Fuel Pumps, initiated by
Hubbell Metropolitan Development Funds, LLC

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

Vote 18-425: Hardman, Mickelson, Sandager, Trevillyan ...4 yes
Motion carried.

The City Clerk read the preamble to the ordinance.

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

Vote 18-426: Hardman, Mickelson, Sandager, Trevillyan ...4 yes
Motion carried.

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

Vote 18-427: Hardman, Mickelson, Sandager, Trevillyan ...4 yes
Motion carried.

On Item 5(b) Amendment #5 to the Jordan Creek Urban Renewal Area, initiated by the City of
West Des Moines

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

Vote 18-428: Hardman, Mickelson, Sandager, Trevillyan ...4 yes
Motion carried.

The City Clerk read the preamble to the ordinance.

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

Vote 18-429: Hardman, Mickelson, Sandager, Trevillyan ...4 yes
Motion carried.

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

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Vote 18-430: Hardman, Mickelson, Sandager, Trevillyan ...4 yes
Motion carried.

On Item 5(c) Amendment #6 to the Amended and Restated Mills Parkway Urban Renewal Area (Subdistrict 7), initiated by the City of West Des Moines

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

Vote 18-431: Hardman, Mickelson, Sandager, Trevillyan ...4 yes
Motion carried.

The City Clerk read the preamble to the ordinance.

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

Vote 18-432: Hardman, Mickelson, Sandager, Trevillyan ...4 yes
Motion carried.

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

Vote 18-433: Hardman, Mickelson, Sandager, Trevillyan ...4 yes
Motion carried.

On Item 5(d) Amendment #3 to the Woodland Hills Urban Renewal Area, initiated by the City of West Des Moines

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

Vote 18-434: Hardman, Mickelson, Sandager, Trevillyan ...4 yes
Motion carried.

The City Clerk read the preamble to the ordinance.

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

Vote 18-435_: Hardman, Mickelson, Sandager, Trevillyan ...4 yes
Motion carried.

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

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Vote 18-436: Hardman, Mickelson, Sandager, Trevillyan ...4 yes
Motion carried.

On Item 5(e) Amendment #2 to the Coachlight Drive Urban Renewal Area, initiated by the City of West Des Moines

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

Vote 18-437: Hardman, Mickelson, Sandager, Trevillyan ...4 yes
Motion carried.

The City Clerk read the preamble to the ordinance.

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

Vote 18-438: Hardman, Mickelson, Sandager, Trevillyan ...4 yes
Motion carried.

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

Vote 18-439: Hardman, Mickelson, Sandager, Trevillyan ...4 yes
Motion carried.

On Item 5(f) Amendment to City Code - Title 6 (Motor Vehicles and Traffic), Chapter 9 (Traffic Schedules), Section 5 (No Parking Zones) - Maple Street, 75 ft. west of 6th Street to 6th Street on the South Side, initiated by the City of West Des Moines

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

Vote 18-440: Hardman, Mickelson, Sandager, Trevillyan ...4 yes
Motion carried.

The City Clerk read the preamble to the ordinance.

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

Vote 18-441: Hardman, Mickelson, Sandager, Trevillyan ...4 yes
Motion carried.

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

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Vote 18-442: Hardman, Mickelson, Sandager, Trevillyan ...4 yes
Motion carried.

On Item 6(a) Mayor Gaer indicated this was the time and place for a public hearing to consider The Shoppes at Valley West, 3330 Westown Parkway - Amend Valley South/Watson Planned Unit Development (PUD) for Development Standards and Regulations, initiated by The Shoppes at Valley West, LLC (Continued from June 25, 2018). He asked for the date the notice was published and the City Clerk indicated the notice was published on June 8, 2018 in the Des Moines Register. Mayor Gaer asked if any written comments had been received. The City Clerk stated on a vote of 4-0, with three members absent, the Plan and Zoning Commission recommended City Council approval of the rezoning request.

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

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

Vote 18-443: Hardman, Mickelson, Sandager, Trevillyan ...4 yes
Motion carried.

The City Clerk read the preamble to the ordinance.

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

Vote 18-444: Hardman, Mickelson, Sandager, Trevillyan ...4 yes
Motion carried.

On Item 6(b) Mayor Gaer indicated this was the time and place for a public hearing to consider Greenway Crossing, 9065 Bishop Drive - Amend the Comprehensive Plan Land Use Map and the Planned Unit Development (PUD) for PUD Parcel G to Change the Land Use Designation and Zoning from Office to High Density Residential, initiated by Hubbell Realty Company. He asked for the date the notice was published and the City Clerk indicated the notice was published on June 29, 2018 in the Des Moines Register. Mayor Gaer asked if any written comments had been received. The City Clerk stated on a vote of 3-0, with one member abstaining and three members absent, the Plan and Zoning Commission recommended City Council approval of the comprehensive plan amendment and PUD amendment.

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

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

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Vote 18-445: Hardman, Mickelson, Sandager, Trevillyan ...4 yes
Motion carried.

It was moved by Sandager, second by Hardman to consider the first reading of the ordinance.

Vote 18-446: Hardman, Mickelson, Sandager, Trevillyan ...4 yes
Motion carried.

The City Clerk read the preamble to the ordinance.

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

Vote 18-447: Hardman, Mickelson, Sandager, Trevillyan ...4 yes
Motion carried.

On Item 6(c) Agreement for Private Development, initiated by LTR Pointe Properties, LLC
(Continued from June 11, 2018 and June 25, 2018).

It was moved by Sandager, second by Mickelson to adopt Motion - Continue Public Hearing to
July 23, 2018.

Vote 18-448: Hardman, Mickelson, Sandager, Trevillyan ...4 yes
Motion carried.

On Item 6(d) Mayor Gaer indicated this was the time and place for a public hearing to consider
Electric Energy - Franchise Agreement Expiring June 30, 2043, initiated by MidAmerican
Energy Company (Continued from June 25, 2018). He asked for the date the notice was
published and the City Clerk indicated the notice was published on June 20, 2018 in the Des
Moines Register. Mayor Gaer asked if any written comments had been received. The City Clerk
stated none had been received.

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

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

Vote 18-449: Hardman, Mickelson, Sandager, Trevillyan ...4 yes
Motion carried.

The City Clerk read the preamble to the ordinance.

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

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Vote 18-450: Hardman, Mickelson, Sandager, Trevillyan ...4 yes
Motion carried.

On Item 6(e) Mayor Gaer indicated this was the time and place for a public hearing to consider Natural Gas - Franchise Agreement Expiring June 30, 2043, initiated by MidAmerican Energy Company (Continued from June 25, 2018). He asked for the date the notice was published and the City Clerk indicated the notice was published on June 20, 2018 in the Des Moines Register. Mayor Gaer asked if any written comments had been received. The City Clerk stated none had been received.

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

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

Council member Mickelson inquired about the rationale for a 20-year term for these franchise agreements.

City Manager Tom Hadden responded these agreements typically have a term of 20 or 25 years.

Vote 18-451: Hardman, Mickelson, Sandager, Trevillyan ...4 yes
Motion carried.

The City Clerk read the preamble to the ordinance.

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

Vote 18-452: Hardman, Mickelson, Sandager, Trevillyan ...4 yes
Motion carried.

On Item 7(a) Woodland Hills of West Des Moines Plat 3, west side of South 91st Street, south of the Cascade Avenue and South 91st Street Intersection - Subdivide Property into 14 Postage Stamp Lots and One Outlot and Vacation of a Sanitary Sewer Easement, initiated by Kimberley Development Corporation, LLC

It was moved by Trevillyan, 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.

Vote 18-453: Hardman, Mickelson, Sandager, Trevillyan ...4 yes
Motion carried.

July 9, 2018

On Item 7(b) Woodland Hills of West Des Moines Plat 4, south side of Cascade Avenue, west of the Cascade Avenue and South 91st Street Intersection - Subdivide Property into Nine Postage Stamp Lots and One Outlot, initiated by Kimberley Development Corporation, LLC

It was moved by Trevillyan, second by Hardman 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 18-454: Hardman, Mickelson, Sandager, Trevillyan ...4 yes
Motion carried.

On Item 7(c) Amendment to City Code - Title 7 (Public Ways and Property), Chapter 12 (Library Regulations), Section 2 (Rules and Regulations) - Behavior of Library Patrons, initiated by Library Board of Trustees

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

Vote 18-455: Hardman, Mickelson, Sandager, Trevillyan ...4 yes
Motion carried.

The City Clerk read the preamble to the ordinance.

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

Vote 18-456: Hardman, Mickelson, Sandager, Trevillyan ...4 yes
Motion carried.

On Item 8(a) Housing Needs Assessment - Received and Filed

Mayor Gaer inquired what the next steps will be in the process.

City Manager Tom Hadden responded staff will review the assessment's findings and bring recommendations forward for Council consideration at a future meeting.

On Item 9 - Other Matters: none

The meeting was adjourned at 6:27 p.m.

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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	07/23/18		\$ 4,830,725.37
			Total \$ Amount
EFT Claims	07/23/18		\$ 1,198,529.40
			Total \$ Amount
Control Pay	07/23/18		\$ 236,405.91
			Total \$ Amount
End of Month & Off-Cycle	06/26/18 to 08/05/18		\$ 90,058.78

Approved by the West Des Moines City Council
this 23rd day of July, 2018.

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: 07/23/2018

Type	Date	Number Source	Payee Name	Transaction Amount
Bank Account: WB VENDOR DISB - WB Vendor Disbursement				
Check	07/23/2018	308788 Accounts Payable	AAA ROOFING CO INC	9,475.00
Check	07/23/2018	308789 Accounts Payable	ABL LABORATORIES	94.00
Check	07/23/2018	308790 Accounts Payable	ABSOLUTE CONCRETE CONSTRUCTION	51,973.17
Check	07/23/2018	308791 Accounts Payable	ABSOLUTE PROPERTY SERVICES	1,416.19
Check	07/23/2018	308792 Accounts Payable	ACTIVE911, INC	1,462.50
Check	07/23/2018	308793 Accounts Payable	ADP SCREENING & SELECTION SVCS	226.18
Check	07/23/2018	308794 Accounts Payable	AETNA INSURANCE	288.91
Check	07/23/2018	308795 Accounts Payable	AGRILAND FS INC	460.20
Check	07/23/2018	308796 Accounts Payable	AHLERS & COONEY	5,441.00
Check	07/23/2018	308797 Accounts Payable	ALBRIGHT , BRIAN R	173.98
Check	07/23/2018	308798 Accounts Payable	ALLIANCE CONSTRUCTION GROUP LLC	183,944.17
Check	07/23/2018	308799 Accounts Payable	ALLIANCE FOR INNOVATION	3,980.00
Check	07/23/2018	308800 Accounts Payable	AMERICAN SECURITY LLC	5,603.63
Check	07/23/2018	308801 Accounts Payable	ASSOCIATED COMPUTER SYSTEMS LT	3,460.71
Check	07/23/2018	308802 Accounts Payable	ATW TRAINING & CONSULTING INC	1,500.00
Check	07/23/2018	308803 Accounts Payable	AUREON NETWORK SERVICES	5,099.40
Check	07/23/2018	308804 Accounts Payable	BENJAMIN DESIGN COLLABORATIVE	640.00
Check	07/23/2018	308805 Accounts Payable	BERGSTROM CONSTRUCTION INC	320,973.18
Check	07/23/2018	308806 Accounts Payable	BIG CHAIR LLC	260.00
Check	07/23/2018	308807 Accounts Payable	BJ STORAGE	150.00
Check	07/23/2018	308808 Accounts Payable	BLACKSTRAP INC	10,000.00
Check	07/23/2018	308809 Accounts Payable	BLACKWELL , DRAINE	1,210.00
Check	07/23/2018	308810 Accounts Payable	BONNIE'S BARRICADES	364.20
Check	07/23/2018	308811 Accounts Payable	BOUND TREE MEDICAL LLC	2,969.20
Check	07/23/2018	308812 Accounts Payable	BRIGHT & CLEAR SOLUTIONS INC	1,492.00
Check	07/23/2018	308813 Accounts Payable	BROBERG , BRYAN	160.00
Check	07/23/2018	308814 Accounts Payable	BROCKWAY MECHANICAL & ROOFING	1,592.08
Check	07/23/2018	308815 Accounts Payable	CAMPBELL SUPPLY CO	3,778.00
Check	07/23/2018	308816 Accounts Payable	CAPITOL CITY CONSTRUCTION CO	5,800.00
Check	07/23/2018	308817 Accounts Payable	CAPPEL'S ACE HARDWARE	15.99
Check	07/23/2018	308818 Accounts Payable	CARPENTER UNIFORM CO	952.88
Check	07/23/2018	308819 Accounts Payable	CENTRAL IOWA READY-MIX	2,174.00
Check	07/23/2018	308820 Accounts Payable	CHAVENELLE STUDIO METALWORKS	15,000.00

City of West Des Moines
City Council Report
Bank Account: WB VENDOR DISB - WB Vendor Disbursement
Batch Date: 07/23/2018

Type	Date	Number Source	Payee Name	Transaction Amount
Check	07/23/2018	308821 Accounts Payable	CITY OF DES MOINES	969,674.00
Check	07/23/2018	308822 Accounts Payable	CIVIL DESIGN ADVANTAGE LLC	4,056.16
Check	07/23/2018	308823 Accounts Payable	COLE , LEE	240.00
Check	07/23/2018	308824 Accounts Payable	COMMERCIAL BAG & SUPPLY CO	6,600.00
Check	07/23/2018	308825 Accounts Payable	COMMONWEALTH ELECTRIC COMPANY	1,861.32
Check	07/23/2018	308826 Accounts Payable	CONCRETE TECHNOLOGIES INC	152,939.59
Check	07/23/2018	308827 Accounts Payable	CONFLUENCE INC	18,621.28
Check	07/23/2018	308828 Accounts Payable	CONLEY GROUP INC	8,925.00
Check	07/23/2018	308829 Accounts Payable	CONTRACTOR SALES AND SERVICE	617.10
Check	07/23/2018	308830 Accounts Payable	COSTAR REALTY INFORMATION INC	6,064.97
Check	07/23/2018	308831 Accounts Payable	CTI READY MIX LLC	1,522.00
Check	07/23/2018	308832 Accounts Payable	CURRAN , CHRISTINA	178.00
Check	07/23/2018	308833 Accounts Payable	DALLAS COUNTY RECORDER	621.00
Check	07/23/2018	308834 Accounts Payable	DART	30,000.00
Check	07/23/2018	308835 Accounts Payable	DAVIS BROWN LAW FIRM	3,921.50
Check	07/23/2018	308836 Accounts Payable	DAVIS BROWN LAW FIRM	17,000.00
Check	07/23/2018	308837 Accounts Payable	DAVIS EQUIPMENT CORP	768.77
Check	07/23/2018	308838 Accounts Payable	DE LAGE LANDEN	2,795.00
Check	07/23/2018	308839 Accounts Payable	DEPT OF PUBLIC DEFENSE	375.00
Check	07/23/2018	308840 Accounts Payable	DES MOINES GOLF & COUNTRY CLUB	162.58
Check	07/23/2018	308841 Accounts Payable	DES MOINES WATER WORKS	48.00
Check	07/23/2018	308842 Accounts Payable	ELECTRICAL ENGINEERING & EQUIP	96.35
Check	07/23/2018	308843 Accounts Payable	ELSMORE SWIM SHOP	1,043.10
Check	07/23/2018	308844 Accounts Payable	EMBARKIT INC	11,135.00
Check	07/23/2018	308845 Accounts Payable	EMS TECHNOLOGY SOLUTIONS	459.00
Check	07/23/2018	308846 Accounts Payable	ESO SOLUTIONS INC	6,300.00
Check	07/23/2018	308847 Accounts Payable	ETC INSTITUTE	5,782.40
Check	07/23/2018	308848 Accounts Payable	EVIDENT INC	88.33
Check	07/23/2018	308849 Accounts Payable	FASTENAL COMPANY	87.73
Check	07/23/2018	308850 Accounts Payable	FEH ASSOCIATES INC	60,770.00
Check	07/23/2018	308851 Accounts Payable	FISCHER BROS LLC	8,428.95
Check	07/23/2018	308852 Accounts Payable	FUSEBOX ONE	2,069.41
Check	07/23/2018	308853 Accounts Payable	GATOR EXCAVATING INC	165,473.37
Check	07/23/2018	308854 Accounts Payable	GBA SYSTEMS INTEGRATORS LLC	36,555.00
Check	07/23/2018	308855 Accounts Payable	GENERAL TRAFFIC CONTROLS INC	22,630.00

City of West Des Moines
City Council Report
 Bank Account: WB VENDOR DISB - WB Vendor Disbursement
 Batch Date: 07/23/2018

Type	Date	Number Source	Payee Name	Transaction Amount
Check	07/23/2018	308856 Accounts Payable	GRAINGER INC	69.35
Check	07/23/2018	308857 Accounts Payable	GRAYBAR ELECTRIC CO INC	3,679.70
Check	07/23/2018	308858 Accounts Payable	GREATER DALLAS CO DEVELOPMENT	30,150.00
Check	07/23/2018	308859 Accounts Payable	GREATER DES MOINES PARTNERSHIP	30,000.00
Check	07/23/2018	308860 Accounts Payable	GRIMES ASPHALT & PAVING	254.56
Check	07/23/2018	308861 Accounts Payable	HAHN , JENNIFER	80.00
Check	07/23/2018	308862 Accounts Payable	HERBERGER CONSTRUCTION	52,012.50
Check	07/23/2018	308863 Accounts Payable	HERITAGE MICROBIAL CONTROL LLC	650.00
Check	07/23/2018	308864 Accounts Payable	HIGHLINE CORPORATION	11,000.00
Check	07/23/2018	308865 Accounts Payable	HILL CONTRACTING	35,625.00
Check	07/23/2018	308866 Accounts Payable	HISTORIC VALLEY JUNCTION FOUNDATION	595.00
Check	07/23/2018	308867 Accounts Payable	HOLMES MURPHY	96,196.00
Check	07/23/2018	308868 Accounts Payable	HOME DEPOT CREDIT SERVICES	37.91
Check	07/23/2018	308869 Accounts Payable	HOME INC	22,820.00
Check	07/23/2018	308870 Accounts Payable	HUTCHINSON SALT COMPANY	10,000.00
Check	07/23/2018	308871 Accounts Payable	HY VEE INC	1,712.15
Check	07/23/2018	308872 Accounts Payable	IEDC	420.00
Check	07/23/2018	308873 Accounts Payable	INCENTIVE SERVICES INC	1,020.19
Check	07/23/2018	308874 Accounts Payable	IOWA ASSOCIATION OF BUSINESS AND INDUSTRY	450.00
Check	07/23/2018	308875 Accounts Payable	IOWA CITY\COUNTY MGMT ASSN	600.00
Check	07/23/2018	308876 Accounts Payable	IOWA CUBS SPORTS TURF MNGT	33,171.00
Check	07/23/2018	308877 Accounts Payable	IOWA DEPARTMENT OF NATURAL RESOURCES	230.00
Check	07/23/2018	308878 Accounts Payable	IOWA INTERSTATE RAILROAD LTD	412.17
Check	07/23/2018	308879 Accounts Payable	IOWA LEAGUE OF CITIES	13,591.00
Check	07/23/2018	308880 Accounts Payable	IOWA ONE CALL	1,238.40
Check	07/23/2018	308881 Accounts Payable	IOWA SIGNAL INC	370.00
Check	07/23/2018	308882 Accounts Payable	ITERIS INC	825.00
Check	07/23/2018	308883 Accounts Payable	ITSAVVY LLC	1,338.00
Check	07/23/2018	308884 Accounts Payable	JACOBS , CARRIE GRACE	237.50
Check	07/23/2018	308885 Accounts Payable	JACOBSEN AUTO BODY	190.00
Check	07/23/2018	308886 Accounts Payable	JG'S OLD FURNITURE SYSTEMS	150.00
Check	07/23/2018	308887 Accounts Payable	JOHN HEMRY LLC	4,100.00
Check	07/23/2018	308888 Accounts Payable	JOHNSON CONTROLS LP- IL	3,070.96

City of West Des Moines
City Council Report
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Type	Date	Number Source	Payee Name	Transaction Amount
Check	07/23/2018	308889 Accounts Payable	JONES , BETHANY	782.75
Check	07/23/2018	308890 Accounts Payable	JORDAN CREEK ANIMAL HOSPITAL	74.28
Check	07/23/2018	308891 Accounts Payable	KABEL BUSINESS SERVICES	1,042.20
Check	07/23/2018	308892 Accounts Payable	KALDENBERG'S PBS LANDSCAPING	2,182.50
Check	07/23/2018	308893 Accounts Payable	KIMCO USA INC	3,063.01
Check	07/23/2018	308894 Accounts Payable	KJW DIVERSIFIED SERVICES	4,666.67
Check	07/23/2018	308895 Accounts Payable	KLARRATEE INC	1,617.98
Check	07/23/2018	308896 Accounts Payable	KLOCKE'S EMERGENCY VEHICLES	4,258.45
Check	07/23/2018	308897 Accounts Payable	KOETHE , SARAH	125.00
Check	07/23/2018	308898 Accounts Payable	LANG CONTRUCTION GROUP INC	47,021.51
Check	07/23/2018	308899 Accounts Payable	LANGUAGE LINE SERVICES	532.15
Check	07/23/2018	308900 Accounts Payable	LASER RESOURCES	4,235.11
Check	07/23/2018	308901 Accounts Payable	LINKEDIN CORPORATION	10,500.00
Check	07/23/2018	308902 Accounts Payable	LOWE'S HOME CENTER INC	680.64
Check	07/23/2018	308903 Accounts Payable	LT LEON ASSOCIATES, INC	1,250.00
Check	07/23/2018	308904 Accounts Payable	LUNNING COACHING & CONSULTING	710.00
Check	07/23/2018	308905 Accounts Payable	LYONS , DAVID JOSEPH	15,000.00
Check	07/23/2018	308906 Accounts Payable	M&M COMMERCIAL CLEANING	200.00
Check	07/23/2018	308907 Accounts Payable	MACDONALD LETTER SERVICE	1,016.32
Check	07/23/2018	308908 Accounts Payable	MAD SCIENCE OF IOWA	4,712.40
Check	07/23/2018	308909 Accounts Payable	MARTIN'S FLAG COMPANY LLC	137.40
Check	07/23/2018	308910 Accounts Payable	MERCY WEST PHARMACY	1,711.31
Check	07/23/2018	308911 Accounts Payable	MID-IOWA ASSN OF LOCAL GOV'T	350.00
Check	07/23/2018	308912 Accounts Payable	MIDAMERICAN ENERGY	8.96
Check	07/23/2018	308913 Accounts Payable	MINTURN INC	44,212.33
Check	07/23/2018	308914 Accounts Payable	MITTERA GROUP	54,531.92
Check	07/23/2018	308915 Accounts Payable	MOISA , CAROL	125.00
Check	07/23/2018	308916 Accounts Payable	MOODY'S INVESTORS SERVICE	32,000.00
Check	07/23/2018	308917 Accounts Payable	MTI DISTRIBUTING, INC.	1,053.93
Check	07/23/2018	308918 Accounts Payable	MUNICIPAL COLLECTIONS OF AMERICA INC	911.16
Check	07/23/2018	308919 Accounts Payable	NATIONAL ALLIANCE YOUTH SPORTS	3,560.75
Check	07/23/2018	308920 Accounts Payable	NATIONAL COMMUNITY DEVELOPMENT	940.00
Check	07/23/2018	308921 Accounts Payable	NEIGHBORHOOD FINANCE CORPORATION	200,000.00
Check	07/23/2018	308922 Accounts Payable	NELLIES VENDING	209.25

City of West Des Moines
City Council Report
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Type	Date	Number Source	Payee Name	Transaction Amount
Check	07/23/2018	308923 Accounts Payable	NESTINGEN INC	8,320.00
Check	07/23/2018	308924 Accounts Payable	NEWMAN , RENEE	393.75
Check	07/23/2018	308925 Accounts Payable	NORTHERN ESCROW INC FBO SYNERGY CONTRACTING LLC	461,238.30
Check	07/23/2018	308926 Accounts Payable	NORTHERN TOOL & EQUIPMENT	105.96
Check	07/23/2018	308927 Accounts Payable	O'HALLORAN INTERNATIONAL INC	108.00
Check	07/23/2018	308928 Accounts Payable	OAKRIDGE NEIGHBORHOOD SERVICES	500.00
Check	07/23/2018	308929 Accounts Payable	OK FINE PRODUCTIONS	1,832.41
Check	07/23/2018	308930 Accounts Payable	OSIS INC	2,175.00
Check	07/23/2018	308931 Accounts Payable	OTANEZ , EVA DER ROCIO ORTIZ	270.00
Check	07/23/2018	308932 Accounts Payable	OTOCAST LLC	1,325.00
Check	07/23/2018	308933 Accounts Payable	OVATION NETWORKS INC	5,000.00
Check	07/23/2018	308934 Accounts Payable	PALMER GROUP	1,988.00
Check	07/23/2018	308935 Accounts Payable	PANNIER GRAPHICS	2,040.00
Check	07/23/2018	308936 Accounts Payable	PER MAR SECURITY	166.23
Check	07/23/2018	308937 Accounts Payable	PERFICUT COMPANIES INC	3,872.32
Check	07/23/2018	308938 Accounts Payable	PETTY CASH	842.52
Check	07/23/2018	308939 Accounts Payable	POLK COUNTY RECORDER	306.00
Check	07/23/2018	308940 Accounts Payable	PTV AMERICA INC	1,194.00
Check	07/23/2018	308941 Accounts Payable	PURCELL PRINTING	135.00
Check	07/23/2018	308942 Accounts Payable	Q3 CONTRACTING INC	11,783.90
Check	07/23/2018	308943 Accounts Payable	QUINN , LAUREN	400.00
Check	07/23/2018	308944 Accounts Payable	RACO INDUSTRIES	337.79
Check	07/23/2018	308945 Accounts Payable	RECH , AMY	8.72
Check	07/23/2018	308946 Accounts Payable	RESERVE ACCOUNT	4,000.00
Check	07/23/2018	308947 Accounts Payable	RESOURCE CONSULTING ENGINEERS	3,170.56
Check	07/23/2018	308948 Accounts Payable	ROBERT HALF TECHNOLOGY	2,106.86
Check	07/23/2018	308949 Accounts Payable	ROUNDED MINDS INC	450.00
Check	07/23/2018	308950 Accounts Payable	ROY'S TOWING AND RECOVERY	375.00
Check	07/23/2018	308951 Accounts Payable	SCHILDBERG CONSTRUCTION CO	1,791.97
Check	07/23/2018	308952 Accounts Payable	SCHROEDER , ALLEN	125.00
Check	07/23/2018	308953 Accounts Payable	SISTER CITIES INTERNATIONAL	790.00
Check	07/23/2018	308954 Accounts Payable	SKOLD DOOR & FLOOR CO	85.00
Check	07/23/2018	308955 Accounts Payable	SMITH'S SEWER SERVICE INC	276.95
Check	07/23/2018	308956 Accounts Payable	SNAP-ON TOOLS- MARK STUCHEL	1,409.80

City of West Des Moines
City Council Report
 Bank Account: WB VENDOR DISB - WB Vendor Disbursement
 Batch Date: 07/23/2018

Type	Date	Number Source	Payee Name	Transaction Amount
Check	07/23/2018	308957 Accounts Payable	SONS OF LIBERTY GUN WORKS	2,941.55
Check	07/23/2018	308958 Accounts Payable	SPRINT	156.53
Check	07/23/2018	308959 Accounts Payable	SPRINT	279.93
Check	07/23/2018	308960 Accounts Payable	STATE HYGIENIC LAB	19.50
Check	07/23/2018	308961 Accounts Payable	STOEKER GROUP INC	2,518.65
Check	07/23/2018	308962 Accounts Payable	STORAGE MART 1052	340.98
Check	07/23/2018	308963 Accounts Payable	T&T SPRINKLER SERVICE, INC	704.25
Check	07/23/2018	308964 Accounts Payable	TALLGRASS THEATRE COMPANY	4,320.00
Check	07/23/2018	308965 Accounts Payable	THE CONCRETE COMPANY INC	52,620.50
Check	07/23/2018	308966 Accounts Payable	TRACKER PRODUCTS	1,852.50
Check	07/23/2018	308967 Accounts Payable	TRAVELERS CASUALTY & SURETY CO	1,381.26
Check	07/23/2018	308968 Accounts Payable	TRIMARK HOCKENBERGS EQUIPMENT & SUPPLY CO INC	1,800.00
Check	07/23/2018	308969 Accounts Payable	TRIZETTO PROVIDER SOLUTIONS	484.93
Check	07/23/2018	308970 Accounts Payable	TRUE VALUE & V&S VARIETY STORE	486.07
Check	07/23/2018	308971 Accounts Payable	UNITYPOINT CLINIC	42.00
Check	07/23/2018	308972 Accounts Payable	UNITYPOINT HEALTH HOSPITALS	12,688.00
Check	07/23/2018	308973 Accounts Payable	VANWALL EQUIPMENT	142.56
Check	07/23/2018	308974 Accounts Payable	VERIZON WIRELESS	3,998.30
Check	07/23/2018	308975 Accounts Payable	VERTIV SERVICES INC	2,730.00
Check	07/23/2018	308976 Accounts Payable	VETTER EQUIPMENT	332.86
Check	07/23/2018	308977 Accounts Payable	VISION INTERNET PROVIDERS	9,174.88
Check	07/23/2018	308978 Accounts Payable	VISION SERVICE PLAN	1,372.01
Check	07/23/2018	308979 Accounts Payable	WEST DES MOINES WATER WORKS	1,200,609.03
Check	07/23/2018	308980 Accounts Payable	WEST UNIFIED COMMUNICATIONS SERVICES INC	20.87
Check	07/23/2018	308981 Accounts Payable	WESTERN ECONOMIC SERVICES LLC	5,900.00
Check	07/23/2018	308982 Accounts Payable	WESTWARD PROPERTIES LLC	13,001.70
Check	07/23/2018	308983 Accounts Payable	WEX BANK	947.50
Check	07/23/2018	308984 Accounts Payable	WINTERSET MADISONIAN	16.80
Check	07/23/2018	308985 Accounts Payable	YOUTH TECH INC	700.00
Check	07/23/2018	308986 Accounts Payable	INTERNATIONAL ASSN OF FIRE CHIEFS INC	234.00
Check	07/23/2018	308987 Accounts Payable	AMERICAN TRAFFIC SAFETY SVCS	169.32
Check	07/23/2018	308988 Accounts Payable	IMSA - PUBLIC SAFETY	40.00
Check	07/23/2018	308989 Accounts Payable	IOWA DEPARTMENT OF AGRICULTURE	15.00

City of West Des Moines
City Council Report
 Bank Account: WB VENDOR DISB - WB Vendor Disbursement
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Type	Date	Number Source	Payee Name	Transaction Amount
			& LAND STEWARDSHIP	
EFT	07/23/2018	2062 Accounts Payable	ARNOLD MOTOR SUPPLY LLP	75.97
EFT	07/23/2018	2063 Accounts Payable	BAUER BUILT	1,177.80
EFT	07/23/2018	2064 Accounts Payable	CENTERPOINT ENERGY SVCS RETAIL	2,012.98
EFT	07/23/2018	2065 Accounts Payable	CITY OF CLIVE	750.00
EFT	07/23/2018	2066 Accounts Payable	DES MOINES ASPHALT & PAVING	185,415.97
EFT	07/23/2018	2067 Accounts Payable	EMC RISK SERVICES	30,653.98
EFT	07/23/2018	2068 Accounts Payable	ENTENMANN ROVIN CO	1,457.90
EFT	07/23/2018	2069 Accounts Payable	EXCEL MECHANICAL INC	17,309.68
EFT	07/23/2018	2070 Accounts Payable	FACTORY MOTOR PARTS CO.	164.31
EFT	07/23/2018	2071 Accounts Payable	FBG SERVICE CORPORATION	2,798.00
EFT	07/23/2018	2072 Accounts Payable	FOTH INFRASTRUCTURE & ENVIRONMENT LLC	113,531.82
EFT	07/23/2018	2073 Accounts Payable	HENNING , CLAUDIA	6,685.00
EFT	07/23/2018	2074 Accounts Payable	HYDRO KLEAN LLC	2,789.25
EFT	07/23/2018	2075 Accounts Payable	IOWA WORKFORCE DEVELOPMENT	16,473.23
EFT	07/23/2018	2076 Accounts Payable	KECK INC	45,016.06
EFT	07/23/2018	2077 Accounts Payable	KELTEK INC	4,281.76
EFT	07/23/2018	2078 Accounts Payable	MCANINCH CORPORATION	567,932.18
EFT	07/23/2018	2079 Accounts Payable	MCCLURE ENGINEERING COMPANY	74,153.75
EFT	07/23/2018	2080 Accounts Payable	MID IOWA PETROLEUM EQUIPMENT LLC	416.96
EFT	07/23/2018	2081 Accounts Payable	MIDWEST WHEEL	14.21
EFT	07/23/2018	2082 Accounts Payable	MOBOTREX INC	4,612.00
EFT	07/23/2018	2083 Accounts Payable	MUNICIPAL EMERGENCY SERVICES	122.53
EFT	07/23/2018	2084 Accounts Payable	ONENECK IT SOLUTIONS LLC	13,450.00
EFT	07/23/2018	2085 Accounts Payable	OUTDOOR RECREATION PRODUCTS	1,620.50
EFT	07/23/2018	2086 Accounts Payable	PATRICK , DENNIS	253.20
EFT	07/23/2018	2087 Accounts Payable	PENNWELL CORPORATION	500.00
EFT	07/23/2018	2088 Accounts Payable	PERRY , MELANIE	265.30
EFT	07/23/2018	2089 Accounts Payable	PFM FINANCIAL ADVISORS LLC	74,708.53
EFT	07/23/2018	2090 Accounts Payable	RELIABLE MAINTENANCE	7,585.00
EFT	07/23/2018	2091 Accounts Payable	SHIVE-HATTERY INC	20,843.26
EFT	07/23/2018	2092 Accounts Payable	SWINTON , ASHLEE	1,286.05
EFT	07/23/2018	2093 Accounts Payable	WEEKS , JODIE	172.22

City of West Des Moines
City Council Report

Bank Account: WB VENDOR DISB - WB Vendor Disbursement

Batch Date: 07/23/2018

Type	Date	Number	Source	Payee Name	Transaction Amount
WB VENDOR DISB WB Vendor Disbursement Totals:				Transactions: 234	\$6,029,254.77
	Checks:	202		\$4,830,725.37	
	EFTs:	32		\$1,198,529.40	

City of West Des Moines
City Council Report
 Bank Account: WB CONTROLPAY - WB ControlPay
 Batch Date: 07/23/2018

Type	Date	Number Source	Payee Name	Transaction Amount
Bank Account: WB CONTROLPAY - WB ControlPay				
EFT	07/23/2018	2826 Accounts Payable	ABC ELECTRICAL SERVICES LLC	6,860.69
EFT	07/23/2018	2827 Accounts Payable	ACCO UNLIMITED CORP	1,979.25
EFT	07/23/2018	2828 Accounts Payable	ALLIED 100 LLC	201.97
EFT	07/23/2018	2829 Accounts Payable	ARAMARK UNIFORM SERVICES	1,259.60
EFT	07/23/2018	2830 Accounts Payable	ARROW STAGE LINES	899.00
EFT	07/23/2018	2831 Accounts Payable	CAPITAL SANITARY SUPPLY CO INC	1,848.03
EFT	07/23/2018	2832 Accounts Payable	CENTURYLINK	4,386.95
EFT	07/23/2018	2833 Accounts Payable	CITY SUPPLY CORP	118.65
EFT	07/23/2018	2834 Accounts Payable	COMPETITIVE EDGE	335.99
EFT	07/23/2018	2835 Accounts Payable	CONVERGINT TECHNOLOGIES LLC	5,849.77
EFT	07/23/2018	2836 Accounts Payable	DES MOINES REGISTER MEDIA	3,374.49
EFT	07/23/2018	2837 Accounts Payable	DES MOINES STAMP MFG CO	29.60
EFT	07/23/2018	2838 Accounts Payable	ELECTRIC PUMP INC	1,367.20
EFT	07/23/2018	2839 Accounts Payable	EMERGENCY APPARATUS MAINT	2,010.98
EFT	07/23/2018	2840 Accounts Payable	FERGUSON ENTERPRISES INC 226	289.94
EFT	07/23/2018	2841 Accounts Payable	G&L CLOTHING	3,269.32
EFT	07/23/2018	2842 Accounts Payable	GALETON GLOVES	206.16
EFT	07/23/2018	2843 Accounts Payable	GALLS LLC	4,750.65
EFT	07/23/2018	2844 Accounts Payable	GATEHOUSE MEDIA IOWA HOLDINGS	24.43
EFT	07/23/2018	2845 Accounts Payable	IMAGETEK INC	7,711.25
EFT	07/23/2018	2846 Accounts Payable	INLAND TRUCK PARTS CO	3,300.82
EFT	07/23/2018	2847 Accounts Payable	INTERFLEET INC	2,214.00
EFT	07/23/2018	2848 Accounts Payable	INTERSTATE ALL BATTERY CENTER	597.00
EFT	07/23/2018	2849 Accounts Payable	IOWA WATER MANAGEMENT CORP	573.07
EFT	07/23/2018	2850 Accounts Payable	JERICO SERVICES	6,300.00
EFT	07/23/2018	2851 Accounts Payable	JOHNSON CONTROLS INC- TX	6,750.00
EFT	07/23/2018	2852 Accounts Payable	JOHNSTONE SUPPLY	28.61
EFT	07/23/2018	2853 Accounts Payable	LOGAN CONTRACTORS SUPPLY, INC	3.40
EFT	07/23/2018	2854 Accounts Payable	MENARDS	92.97
EFT	07/23/2018	2855 Accounts Payable	METHODIST OCCUPATIONAL HEALTH	2,359.00
EFT	07/23/2018	2856 Accounts Payable	METRO WASTE AUTHORITY	46,659.22
EFT	07/23/2018	2857 Accounts Payable	MIDWEST AUTOMATIC FIRE SPRINKLER	3,975.68
EFT	07/23/2018	2858 Accounts Payable	MOORE MEDICAL LLC	152.05
EFT	07/23/2018	2859 Accounts Payable	NATIONAL PEN COMPANY	1,559.50

City of West Des Moines
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 Bank Account: WB CONTROLPAY - WB ControlPay
 Batch Date: 07/23/2018

Type	Date	Number Source	Payee Name	Transaction Amount
EFT	07/23/2018	2860 Accounts Payable	O'REILLY AUTOMOTIVE INC	19.47
EFT	07/23/2018	2861 Accounts Payable	PAY-LESS OFFICE PRODUCTS INC	3,651.35
EFT	07/23/2018	2862 Accounts Payable	PRAXAIR	878.97
EFT	07/23/2018	2863 Accounts Payable	PROCTOR MECHANICAL CORP	73.68
EFT	07/23/2018	2864 Accounts Payable	RAINBOW TREECARE	698.46
EFT	07/23/2018	2865 Accounts Payable	RELIABLE PROPERTY SERVICES	20,839.71
EFT	07/23/2018	2866 Accounts Payable	SECURITY EQUIPMENT INC	7,043.81
EFT	07/23/2018	2867 Accounts Payable	SITEONE LANDSCAPE SUPPLY LLC	317.77
EFT	07/23/2018	2868 Accounts Payable	SPECIALTY GRAPHICS INC	2,193.38
EFT	07/23/2018	2869 Accounts Payable	SPECK USA	34,300.00
EFT	07/23/2018	2870 Accounts Payable	SPINDUSTRY SYSTEMS INC	7,631.75
EFT	07/23/2018	2871 Accounts Payable	SPRAYER SPECIALTIES INC	25.94
EFT	07/23/2018	2872 Accounts Payable	STIVERS FORD (CONTROL PAY)	2,502.69
EFT	07/23/2018	2873 Accounts Payable	STRAUSS SAFE AND LOCK CO	203.20
EFT	07/23/2018	2874 Accounts Payable	STRYKER SALES CORPORATION	21,360.21
EFT	07/23/2018	2875 Accounts Payable	THE VERNON COMPANY	2,337.90
EFT	07/23/2018	2876 Accounts Payable	THOMSON REUTERS-WEST PAYMENT	455.00
EFT	07/23/2018	2877 Accounts Payable	THOMSON REUTERS-WEST PAYMENT	455.00
EFT	07/23/2018	2878 Accounts Payable	THOMSON REUTERS-WEST PAYMENT	276.41
EFT	07/23/2018	2879 Accounts Payable	TOMPKINS INDUSTRIES	33.03
EFT	07/23/2018	2880 Accounts Payable	TRANS IOWA EQUIPMENT CO	3,255.70
EFT	07/23/2018	2881 Accounts Payable	UNIVERSAL PRINTING	555.97
EFT	07/23/2018	2882 Accounts Payable	VAISALA INC	2,970.00
EFT	07/23/2018	2883 Accounts Payable	WASTE MANAGEMENT OF IOWA	62.40
EFT	07/23/2018	2884 Accounts Payable	ZOLL MEDICAL	2,924.87
WB CONTROLPAY WB ControlPay Totals:			Transactions: 59	\$236,405.91

EFTs: 59 \$236,405.91

City of West Des Moines
Payment Register

From Payment Date: 06/26/2018 - To Payment Date: 08/05/2018

Number	Date	Payee Name	Transaction Amount
40	07/06/2018	VANTIV INTEGRATED PAYMENTS	\$3,860.36
2825	06/30/2018	COMMERCE BANK	\$80,347.55
11351	07/23/2018	TIMBERLINE APARTMENTS LC	\$250.00
11352	07/23/2018	IOWA ASHWORTH LLC	\$250.00
11353	07/23/2018	CHAPEL RIDGE WEST LP	\$250.00
11354	07/23/2018	WOODLAND EIGHT LLC	\$250.00
11355	07/23/2018	WH LLC - WASHINGTON HEIGHTS APTS	\$250.00
11356	07/23/2018	MAPLE GROVE VILLAS	\$250.00
11357	07/23/2018	MAPLE GROVE VILLAS	\$250.00
11358	07/23/2018	PBH BOULDER RIDGE LLC	\$285.00
11359	07/23/2018	MIDAMERICAN ENERGY	\$32.24
11360	07/23/2018	MIDAMERICAN ENERGY	\$343.41
11361	07/23/2018	FLATS AT VALLEY LLC	\$254.00
11362	07/23/2018	OAK CREEK RESIDENTIAL HOUSING COOPERATIVE	\$35.00
11363	07/23/2018	BARNES, MIKE	\$198.55
11364	07/23/2018	WEST DES MOINES WATER WORKS	\$146.63
11365	07/23/2018	SUN PRAIRIE APARTMENTS	\$280.00
11366	07/23/2018	MIDAMERICAN ENERGY	\$182.53
11367	07/23/2018	MIDAMERICAN ENERGY	\$269.51
11368	07/23/2018	WHISPER RIDGE APARTMENTS	\$266.00
11369	07/23/2018	INGERSOLL TOWERS	\$300.00
11370	07/23/2018	MAGNOLIA MANOR PARTNERSHIP	\$650.00
11371	07/23/2018	SUNBURST APARTMENTS	\$568.00
11372	07/23/2018	MCCLISH, TODD	\$290.00
			<hr/>
			\$90,058.78

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

ITEM: Approval of Liquor Licenses

DATE: July 23, 2018

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. 50th Street Sports, LLC d/b/a Grumpy Goat Tavern, 1300 50th Street, Suite 206 - Class LC Liquor License with Sunday Sales and Outdoor Service - Renewal
2. Smash Park Des Moines, LLC d/b/a Smash Park, 6625 Coachlight Drive - Class LC Liquor License with Sunday Sales and Outdoor Service - New
3. Taste of the Junction, Inc. d/b/a Taste of the Junction - Five-Day Class B Beer Permit with Outdoor Service for Street Party Event in the 400 Block of Railroad Place, September 1, 2018
4. Moreno's Corporation d/b/a Tequila Limon y Sal Mexican Restaurant, 5014 EP True Parkway - Class LC Liquor License with Sunday Sales - Renewal
5. Tea Time Two, LLC, d/b/a Wines of Iowa, 234 5th Street - Class B Native Wine Permit with Sunday Sales - Renewal

OUTSTANDING ISSUES (if any): None

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

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

STAFF REVIEWS

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

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

4(d)

DATE: July 23, 2018

ITEM:

Motion – Approving Purchase of Additional Snow Plow Truck Unit

FINANCIAL IMPACT:

There was \$670,000 budgeted for 2018-2019 snow plow truck replacements for Public Services. This budget incorporated the trade-in of three (3) existing snow plow trucks. Staff is proposing to trade-in two (2) existing units and keep the third unit. Budget estimates for a new truck would be in the \$275,000 range. By holding over a truck, this will have an impact of approximately \$73,000. The additional cost will be included in Budget Amendment #1 for FY 18-19.

BACKGROUND:

With the rapid growth of the City’s street network, additional plowing capacity is going to be needed to maintain existing service levels. In lieu of budgeting for a new snow plow truck, Public Services is recommending holding over an existing unit to help supplement our fleet.

With the addition of two new operator positions next spring and the utilization of part-time snow plow drivers, this hold over unit will help the City maintain our current level of service.

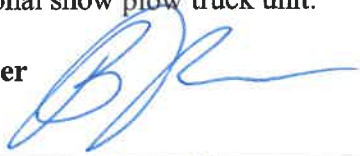
Staff recommends the purchase of an additional snow plow truck unit in FY 18-19.

OUTSTANDING ISSUES: None

RECOMMENDATION:

- City Council approve the purchase of an additional snow plow truck unit.

Lead Staff Member: Rian Rasmussen, Fleet Manager



STAFF REVIEWS

Department Director	Bret Hodne, Public Services Director <i>RBH</i>
Appropriations/Finance	Tim Stiles, Finance Director <i>TS</i>
Legal	Richard Scieszinski, City Attorney
Agenda Acceptance	<i>RTG</i>

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Works		
Date Reviewed	July 16, 2018		
Recommendation	Yes	No	Split

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

ITEM: Approval of Reimbursement - Various Capital Project Funds

DATE: July 23, 2018

FINANCIAL IMPACT: No Direct Impact

BACKGROUND: U.S. Treasury Regulations require a governmental entity to annually declare, in advance, intent to reimburse accounts where expenditures have been made for capital projects. Reimbursement to those accounts would then be made from future debt issued by the governmental entity. The attached Resolution has been prepared to comply with the regulations.

OUTSTANDING ISSUES (if any): none

RECOMMENDATION: Approval of Resolution declaring intent, under Treasury Regulations, to issue debt for reimbursement of expenditures for specific capital projects.

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

STAFF REVIEWS

Department Director	Tim Stiles, Finance Director <i>MS</i>
Appropriations/Finance	
Legal	
Agenda Acceptance	<i>RTJ</i>

PUBLICATION(S) (if applicable)

Published In	n/a
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	
Date Reviewed	
Recommendation	

**RESOLUTION DECLARING AN OFFICIAL INTENT UNDER
TREASURY REGULATION 1.150-2 TO ISSUE DEBT TO REIMBURSE
THE CITY FOR CERTAIN ORIGINAL EXPENDITURES PAID IN
CONNECTION WITH SPECIFIED PROJECTS.**

WHEREAS, the City anticipates making cash expenditures for one or more capital improvement projects, generally described below, (each of which shall hereinafter be referred to as a "Project"); and

WHEREAS, the City reasonably expects to issue debt to reimburse the costs of a Project; and

WHEREAS, the Council believes it is consistent with the City's budgetary and financial circumstances to issue this declaration of official intent.

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

Section 1. That this Resolution be and does hereby serve as a declaration of official intent under Treasury Regulation 1.150-2.

Section 2. That it is reasonably expected that capital expenditures will be made in respect of the foregoing Project, from time to time and in such amounts as this Council determines to be necessary or desirable under the circumstances then and there existing.

Section 3. That the City reasonably expects to reimburse all or a portion of the foregoing expenditures with the proceeds of bonds, notes or other indebtedness to be issued or incurred by the City in the future.

Section 4. That the total estimated costs of the Project, the maximum principal amount of the bonds, notes or other indebtedness to be issued for the foregoing Project and the estimated dates of completion of the Project are reasonably expected to be as follows:

See Attachment "A"

*It is intended to seek grants and other contributions to reduce the amount of borrowing required for several of the attached projects. If such grants are not received, it is intended that the costs to be financed will be increased accordingly.

Section 5. That the City reasonably expects to reimburse the above-mentioned Project costs not later than the later of eighteen months after the capital expenditures are paid or eighteen months after the property is placed in service.

Section 6. That this Resolution be maintained by the City Clerk in an Official Intent File maintained in the office of the Clerk and available at all times for public inspection, subject to such revisions as may be necessary.

PASSED AND APPROVED this 23rd day of July 2018

Mayor

ATTEST:

City Clerk

ATTACHMENT "A"

to Resolution dated July 23, 2018

Project	Advancing Fund	Project \$ Amount	Amount to Borrow	Est Completion Date
Valley Junction Trail Connection	General	\$400,000	\$400,000	
Valley View Park-Central Site Grading, Utilities, & North Roadway	General	300,000	300,000	
Hidden Point Park-Playground, Sidewalks, & Grading	General	292,000	292,000	
Whisper Point Park-Park Improvements	General	196,000	196,000	
Raccoon River Park-Softball Complex Drainage, Electrical, & Dugout Repairs	General	150,000	150,000	
American Legion Park-Tennis Court Lighting Upgrade	General	100,000	100,000	
Kiwanis Park-Shelter Replacement	General	80,000	80,000	
Raccoon River Park-East Entrance Trail Renovation	General	70,000	70,000	
Raccoon River Park-Lighting Upgrade	General	60,000	60,000	
Holiday Park -Girls Softball Field Improvements	General	50,000	50,000	
EP True Parkway Widening-81 st St to Jordan Creek Pkwy	General	1,000,000	1,000,000	
Traffic Signal Preemption System	General	850,000	850,000	
Grand Avenue Reconstruction-1 st to 6 th	General	500,000	500,000	
Law Enforcement Center-Lower Level Remodel Phase 3	General	450,000	450,000	
Traffic Signal Installation-Grand & Raccoon River Park	General	400,000	400,000	
S. 33 rd & Fuller Retaining Wall Repair	General	365,000	365,000	
Jordan Creek Parkway & Ashworth Road Intersection Improvements	General	305,000	305,000	
Valley Junction Alleys	General	300,000	300,000	
Station #21-Generator Replacement & Electric Service Upgrade	General	270,000	270,000	
Public Services Facility-Fueling Facility Modifications	General	215,000	215,000	
Library-Generator Replacement	General	210,000	210,000	
Library-Air Handler Replacement	General	185,000	185,000	
Library-HVAC Control System	General	150,000	150,000	
1 st & Ashworth Intersection Improvements	General	125,000	125,000	
1 st & Railroad Intersection Improvements	General	125,000	125,000	
Grand Avenue-Reconstruction East of I-35 & Trail West of I-35	General	115,000	115,000	
Mills Civic Parkway & S. 51 st Intersection Improvements	General	115,000	115,000	
Valley Junction Master Plan	General	100,000	100,000	
City Entrance Enhancements-Level 1	General	60,000	60,000	

Project	Advancing Fund	Project \$ Amount	Amount to Borrow	Est Completion Date
Valley View Aquatic Center-Partial Roof Replacement	General	55,000	55,000	
Nature Lodge-HVAC Replacement	General	20,000	20,000	
S. Jordan Creek Parkway-Grand Ave to Raccoon River Dr	General/TIF	\$270,000	\$270,000	
Ashworth Road-88 th St (N) to 98 th St	General/TIF	2,370,000	2,370,000	
Booneville Road-S. 88 th to West of S. 100 th St	General/TIF	900,000	900,000	
Veterans Parkway Enhancements-Phases 1-4	General/TIF	735,000	735,000	
University Ave Underground Electric-68 th to JCP	General/TIF	560,000	560,000	
EP True Pkwy Widening West of Jordan Creek Pkwy	General/TIF	940,000	940,000	
Mills Civic Pkwy & S. Jordan Creek Pkwy Intersection Improvements	General/TIF	200,000	200,000	
S. Jordan Creek Pkwy & Coachlight Dr Intersection Improvements	General/TIF	100,000	100,000	
Mills Civic Pkwy & South Mall Entrance Intersection Improvements	General/TIF	175,000	175,000	
Five Waters -Sugar Creek Trail-Phase 1	General/LOST	525,000	525,000	
Five Waters- Boathouse/Parking	General/LOST	200,000	200,000	
Five Waters-Raccoon River Pedestrian Bridge	General/LOST	300,000	300,000	
Five Waters-Amphitheater	General	1,432,000	1,432,000	
Jordan Creek Trail-Info Hub Drinking Fountain	General	5,000	5,000	
City Hall -Carpet Replacement	General	650,000	650,000	
City Hall-Office/Cubicle Reorganization & Security Upgrade	General	750,000	750,000	
City Hall-West Windows Replacement	General	225,000	225,000	
City Hall-Heat Pump Replacement	General	2,035,000	2,035,000	
Library-Interior Renovation Study	General	50,000	50,000	
Public Services Facility West-Salt/Sand Storage & Brine Tank	General/Road Use	1,595,000	1,595,000	
Public Services Facility West-Building	General/Road Use	9,810,000	9,810,000	
New Streetlights	General/Road Use	200,000	200,000	
Pavement Rehabilitation Program	General/Road Use	4,400,000	4,400,000	
Durable Pavement Markings	General/Road Use	125,000	125,000	
Pavement, Curb, & Yard Supplemental Repair	General/Road Use	220,000	220,000	
Median Renovations	General/Road Use	10,000	10,000	
Guardrails	General/Road Use	125,000	125,000	
Sidewalk Placement & Repair Program	General/Road Use	50,000	50,000	
ADA Accessible Sidewalks	General/Road Use	405,000	405,000	
Traffic Adaptive Signal System	General/Road Use	75,000	75,000	

Project	Advancing Fund	Project \$ Amount	Amount to Borrow	Est Completion Date
Traffic Signal Vehicle Detection Units	General/Road Use	200,000	200,000	
Battery Bank-up Units-Battery Replacement	General/Road Use	100,000	100,000	
Pan/Tilt/Zoom Camera Replacement	General/Road Use	60,000	60,000	
Traffic Signal System Modifications & Updates	General/Road Use	135,000	135,000	
Fiber Optic Cable Installation	General/Road Use	75,000	75,000	
Traffic Safety Improvement Program Funding	General/Road Use	80,000	80,000	

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

4(f)1

DATE: July 23, 2018

ITEM:

Resolution - Ordering Construction
Public Services Fueling Facility Modifications

FINANCIAL IMPACT:

The Engineering Estimate of Construction Cost for the Public Services Fueling Facility Modifications is \$310,000.00. Payments will be made from account no. 500.000.000.5250.490 with the ultimate funding intended to come from General Funds.

BACKGROUND:

A Bid Letting should be scheduled for 2:00 p.m. on Wednesday, August 15, 2018 and a Public Hearing on the project should be scheduled for 5:35 p.m. on Monday, August 20, 2018. The contract would be awarded on Monday, August 20, 2018 and work will begin shortly thereafter.

This project consists of modifications to the existing fueling facility at the current Public Services Facility located at 560 South 16th Street. The project includes demolition, new fuel pump island, fuel master control system integration, and lighted canopy as well as the addition of Diesel Exhaust Fluid (DEF) dispensary equipment necessary to comply with enhanced emissions requirements. The existing fueling facility at the current Public Services Facility will still be highly utilized once the new West Public Services Facility is constructed. The project is anticipated to be completed by November 30, 2018.

OUTSTANDING ISSUES: None.

RECOMMENDATION:

City Council Adopt:

- Resolution Ordering Construction of the Public Services Fueling Facility Modifications.
- Fixing 2:00 p.m. on Wednesday, August 15, 2018 as the time and date for project Bid Letting.
- Ordering the City Clerk to publish notice of Letting and Public Hearing.

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

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Services		
Date Reviewed	July 16, 2018		
Recommendation	Yes	No	Split

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

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

**Public Services Fueling Facility Modifications
Project No. 0510-080-2017**

is hereby ordered to be constructed according to the Plans and Specifications prepared by Kueny Architects & FEH Design and now on file in the office of the City Clerk.

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

BE IT FURTHER RESOLVED, that the City Clerk is hereby directed to publish notice of hearing on the Plans and Specifications, Form of Contract, Bid Security and Estimate of Costs for said project to be held at 5:35 p.m. on Monday, August 20, 2018 with said notice published not less than four (4) days nor more than twenty (20) days prior to the date heretofore fixed.

BE IT FURTHER RESOLVED, that the City Clerk is hereby directed to publish Notice to Bidders for said project with publication not less than thirteen (13) days nor more than forty-five (45) days prior to the date for receiving bids. Said bids are to be filed prior to 2:00 p.m. on Wednesday, August 15, 2018.

BE IT FURTHER RESOLVED, that the bids received for construction of said improvements will be opened, publicly read and tabulated by the City Clerk, Deputy City Clerk, or City Clerk designee at 2:00 p.m. on Wednesday, August 15, 2018 and the results of said bids shall be considered at a meeting of this Council on Monday, August 20, 2018 at 5:35 p.m. and acted upon at said time, or such time as may then be fixed.

PASSED AND APPROVED on this **23rd** day of **July, 2018.**

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

KUENY ARCHITECTS, L.L.C.

July 12, 2018

**PUBLIC SERVICES FACILITY
FUELING FACILITY MODIFICATIONS
WEST DES MOINES, IOWA
PROJECT NO. 0510-080-2017**

ENGINEER'S ESTIMATE OF COST

The engineer's estimate of cost for construction of the project is as follows:

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Extended Price</u>
1	Fueling Facility Modifications	LS	1	\$310,000

I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.

Signed:

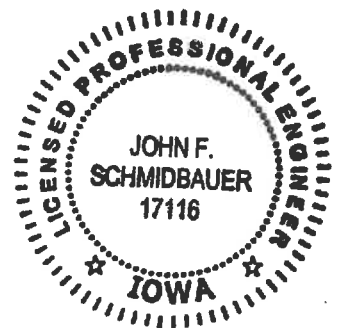
Date:



John F. Schmidbauer, PE
Iowa License No. 17116

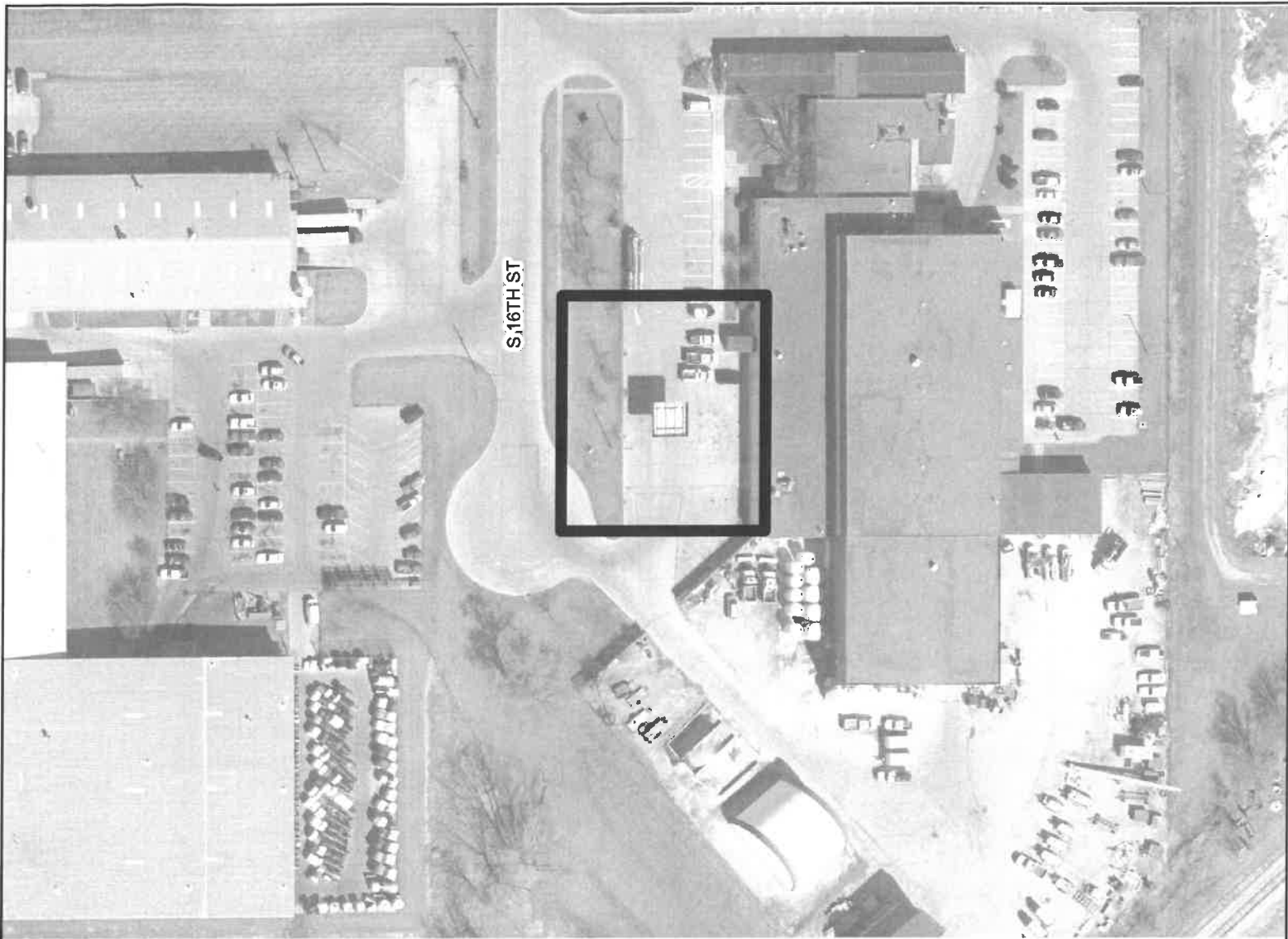
7/12/2018

My license renewal date is December 31, 2019

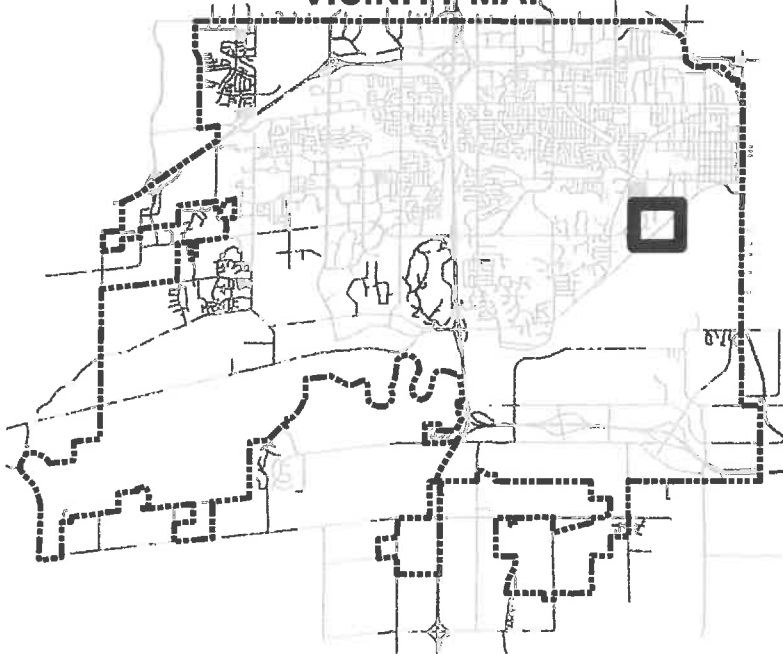


Disclaimer:

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



VICINITY MAP



LEGEND

PROJECT LOCATION



PROJECT:

Public Services Fueling Facility Modifications

LOCATION:

560 South 16th Street

DRAWN BY: JDR

DATE: 11/29/2017

PROJECT NUMBER/NAME: 0510-080-2017

SHT. 1 of 1

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

4(f)2

DATE: July 23, 2018

ITEM:

Resolution - Ordering Construction
Veterans Parkway – SE 50th Street to SW 60th Street

FINANCIAL IMPACT:

The Engineering Estimate of Construction Cost for Veterans Parkway from SE 50th Street to SW 60th Street is \$3,363,218.00. Payments will be made from account no. 500.000.000.5250.490 with the ultimate funding intended to come from Osmium Urban Renewal Area TIF.

BACKGROUND:

A Bid Letting should be scheduled for 2:00 p.m. on Wednesday, August 15, 2018 and a Public Hearing on the project should be scheduled for 5:35 p.m. on Monday, August 20, 2018. The contract would be awarded on Monday, August 20, 2018 and work will begin shortly thereafter.

This project will extend Veterans Parkway from SE 50th Street to the eastern limits of the new bridge over I-35 and from SW 60th Street to the western limits of the new bridge over I-35. The project includes grading, watermain, and drainage improvements to support an ultimate 6-lane urban arterial street with paving of a 3-lane interim section on the east side of I-35 and an ultimate 4-lane rural street with paving of a 2-lane interim section on the west side of I-35 to serve Microsoft Osmium. The watermain portion of the project is anticipated to be completed by July 1, 2019 with the remainder of the project to be completed by November 15, 2019.

OUTSTANDING ISSUES: None.

RECOMMENDATION:

City Council Adopt:

- Resolution Ordering Construction of Veterans Parkway – SE 50th Street to SW 60th Street.
- Fixing 2:00 p.m. on Wednesday, August 15, 2018, as the time and date for project Bid Letting.
- Ordering the City Clerk to publish notice of Letting and Public Hearing.

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

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Services		
Date Reviewed	July 16, 2018		
Recommendation	Yes	No	Split

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

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

**Veterans Parkway – SE 50th Street to SW 60th Street
Project No. 0510-009-2017**

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

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

BE IT FURTHER RESOLVED, that the City Clerk is hereby directed to publish notice of hearing on the Plans and Specifications, Form of Contract, Bid Security and Estimate of Costs for said project to be held at 5:35 p.m. on Monday, August 20, 2018, with said notice published not less than four (4) days nor more than twenty (20) days prior to the date heretofore fixed.

BE IT FURTHER RESOLVED, that the City Clerk is hereby directed to publish Notice to Bidders for said project with publication not less than thirteen (13) days nor more than forty-five (45) days prior to the date for receiving bids. Said bids are to be filed prior to 2:00 p.m. on Wednesday, August 15, 2018.

BE IT FURTHER RESOLVED, that the bids received for construction of said improvements will be opened, publicly read and tabulated by the City Clerk, Deputy City Clerk, or City Clerk designee at 2:00 p.m. on Wednesday, August 15, 2018 and the results of said bids shall be considered at a meeting of this Council on Monday, August 20, 2018 at 5:35 p.m. and acted upon at said time, or such time as may then be fixed.

PASSED AND APPROVED on this **23rd** day of **July, 2018**.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk



OPINION OF PROBABLE PROJECT COST (FINAL PLANS)

VETERANS PARKWAY - PROJECT C (CITY LETTING)
 FROM 50th STREET TO 60th STREET
 WEST DES MOINES, IOWA
 PROJECT NO. 0510-009-2017
 REVISED: July 13, 2018



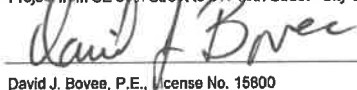
ITEM NO.	ITEM CODE	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL
DIVISION 2 - EARTHWORK						
2.1	2010-108-D-1	TOPSOIL, STRIP, SALVAGE, AND RESPREAD	CY	23731	\$ 5.00	\$ 118,655.00
2.2	2010-108-E-0	EXCAVATION, CLASS 10, ROADWAY AND BORROW	CY	32557	\$ 6.50	\$ 211,620.50
2.3	2010-108-E-0	EXCAVATION, CLASS 10, WASTE	CY	8669	\$ 10.00	\$ 86,690.00
2.4	2010-108-G-0	SUBGRADE TREATMENT	SY	26121	\$ 10.00	\$ 261,210.00
DIVISION 4 - SEWERS AND DRAINS						
4.1	4020-108-A-1	STORM SEWER, TRENCHED, 3000 D, RCP, 15 IN.	LF	208	\$ 55.00	\$ 11,440.00
4.2	4020-108-A-1	STORM SEWER, TRENCHED, 3000 D, RCP, 18 IN.	LF	208	\$ 60.00	\$ 12,480.00
4.3	4020-108-A-1	STORM SEWER, TRENCHED, 2000 D, RCP, 24 IN.	LF	104	\$ 70.00	\$ 7,280.00
4.4	4020-108-A-1	STORM SEWER, TRENCHED, 2000 D, RCP, 30 IN.	LF	602	\$ 100.00	\$ 60,200.00
4.5	4020-108-A-1	STORM SWERE, TRENCHED, 2000 D, RCP, 36 IN.	LF	540	\$ 115.00	\$ 62,100.00
4.6	4030-108-A-1	PIPE CULVERT, TRENCHED, RCP, 2000 D, 24 IN.	LF	148	\$ 80.00	\$ 11,840.00
4.7	4030-108-A-1	PIPE CULVERT, TRENCHED, RCP, 2000 D, 36 IN.	LF	86	\$ 150.00	\$ 12,900.00
4.8	4030-108-B-0	PIPE APRON, RCP, 24 IN.	EA	4	\$ 2,500.00	\$ 10,000.00
4.9	4030-108-B-0	PIPE APRON, RCP, 36 IN.	EA	2	\$ 3,500.00	\$ 7,000.00
4.10	4030-108-C-0	FOOTING FOR CONCRETE PIPE APRON, RCP, 24 IN.	EA	4	\$ 1,000.00	\$ 4,000.00
4.11	4030-108-C-0	FOOTING FOR CONCRETE PIPE APRON, RCP, 36 IN.	EA	2	\$ 1,200.00	\$ 2,400.00
4.12	4030-108-D-0	PIPE APRON GUARD	EA	6	\$ 350.00	\$ 2,100.00
4.13	4040-108-A-0	SUBDRAIN, LONGITUDINAL, PVC, 6 IN.	LF	8846	\$ 15.00	\$ 132,690.00
4.14	4040-108-C-0	SUBDRAIN CLEANOUT, TYPE A-1, 6 IN.	EA	6	\$ 550.00	\$ 3,300.00
4.15	4040-108-D-0	SUBDRAIN OUTLETS AND CONNECTIONS	EA	6	\$ 350.00	\$ 2,100.00
4.16	4040-108-D-0	SUBDRAIN OUTLETS TO DITCH	EA	32	\$ 350.00	\$ 11,200.00
4.17	4040-XXX-X-X	LOCATING TILE LINE	STA	6	\$ 950.00	\$ 5,700.00
4.18	4040-XXX-X-X	SUBDRAIN, CMP, 12 IN.	LF	1050	\$ 40.00	\$ 42,000.00
DIVISION 5 - WATER MAINS AND APPURTENANCES						
5.1	5010-108-A-1	WATER MAIN, TRENCHED, PVC, UNRESTRAINED 16 IN.	LF	150	\$ 65.00	\$ 9,750.00
5.2	5010-108-A-1	WATER MAIN, TRENCHED, PVC, RESTRAINED 16 IN.	LF	125	\$ 95.00	\$ 11,875.00
5.3	5010-108-A-1	WATER MAIN, TRENCHED, PVC, UNRESTRAINED 24 IN.	LF	4164	\$ 100.00	\$ 416,400.00
5.4	5010-108-A-1	WATER MAIN, TRENCHED, PVC, RESTRAINED 24 IN.	LF	1224	\$ 200.00	\$ 244,800.00
5.5	5010-108-C-1	WATER MAIN FITTINGS, DUCTILE IRON	LB	5611	\$ 6.00	\$ 33,666.00
5.6	5020-108-A-0	VALVE, DI MJ, RESILIENT WEDGE WITH VALVE BOX, 16"	EA	1	\$ 6,500.00	\$ 6,500.00
5.7	5020-108-A-0	VALVE, DI MJ, RESILIENT WEDGE WITH VALVE BOX, 24"	EA	3	\$ 19,000.00	\$ 57,000.00
5.8	5020-108-C-0	FIRE HYDRANT ASSEMBLY	EA	5	\$ 5,500.00	\$ 27,500.00
DIVISION 6 - STRUCTURES FOR SANITARY STORM SEWERS						
6.1	6010-108-B-0	INTAKE, SW-501, MODIFIED	EA	5	\$ 3,500.00	\$ 17,500.00
6.2	6010-108-B-0	INTAKE, SW-503	EA	6	\$ 4,500.00	\$ 27,000.00
DIVISION 7 - STREETS AND RELATED WORK						
7.1	7010-108-A-0	PAVEMENT, PCC, REINFORCED, W/ CD BASKETS, 9 IN.	SY	21845	\$ 58.00	\$ 1,267,010.00
7.2	7010-108-I-0	PCC PAVEMENT SAMPLES AND TESTING	LS	1	\$ 5,000.00	\$ 5,000.00
7.3	7010-XXX-X-X	COLD WEATHER PROTECTION, CLASS C-SUD PCC PAVING	SY	1000	\$ 10.00	\$ 10,000.00
7.4	7010-XXX-X-X	PAVED SHOULDER, PCC, 9 IN.	SY	122	\$ 60.00	\$ 7,320.00
7.5	XXXX-XXX-X-X	GRANULAR SHOULDERS, TYPE B	TON	1996	\$ 40.00	\$ 79,840.00
DIVISION 8 - TRAFFIC CONTROL						
8.1	8020-108-B-0	PAINTED PAVEMENT MARKING, WATERBORNE OR SOLVENT-BASED	STA	189.72	50.00	\$ 9,486.00
8.2	8020-108-G-0	PAINTED SYMBOLS AND MARKINGS	EACH	2	125.00	\$ 250.00
8.3	8030-108-A-0	TEMPORARY TRAFFIC CONTROL	LS	1	10,000.00	\$ 10,000.00
8.4	8030-XXX-X-X	SAFETY CLOSURES	EACH	3	200.00	\$ 600.00
DIVISION 9 - SITEWORK AND LANDSCAPING						
9.1	9010-108-A-0	SEEDING, FERT., AND MULCH, RESCUE PLUS (PERM. LAWN MIX)	ACRE	3	4,000.00	\$ 12,000.00
9.2	9010-108-A-0	SEEDING, FERT., AND MULCH, TYPE 2 (PERM. COOL SEASON MIX)	ACRE	12	2,000.00	\$ 24,000.00
9.3	9010-108-A-0	SEEDING, FERT., AND MULCH, TYPE 5 (Rural TEMPORARY EROSION CONTROL MIX)	ACRE	30	750.00	\$ 22,500.00
9.4	9040-108-A-2	SWPPP MANAGEMENT	LS	1	\$ 5,000.00	\$ 5,000.00
9.5	9040-108-F-1	WATTLE, STRAW, 12"	LF	5000	\$ 2.50	\$ 12,500.00

ITEM NO.	ITEM CODE	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL
9.6	9040-108-F-2	WATTLE, REMOVAL	LF	5000	\$ 0.25	\$ 1,250.00
9.7	9040-108-J-0	RIP RAP, CLASS E REVETMENT	TON	44	\$ 60.00	\$ 2,640.00
9.8	9040-108-N-1	SILT FENCE OR SILT FENCE DITCH CHECK	LF	7600	\$ 1.75	\$ 13,300.00
9.9	9040-108-N-2	SILT FENCE OR SILT FENCE DITCH CHECK, REMOVAL OF SEDIMENT	LF	760	\$ 0.50	\$ 380.00
9.10	9040-108-N-3	SILT FENCE OR SILT FENCE DITCH CHECK, REMOVAL OF DEVICE	LF	7600	\$ 0.25	\$ 1,900.00
9.11	9040-108-O-2	STABILIZED CONSTRUCTION ENTRANCE	SY	360	\$ 25.00	\$ 9,000.00
9.12	9040-108-Q-1	EROSION CONTROL MULCHING, CONVENTIONAL	ACRE	30	\$ 500.00	\$ 15,000.00
9.13	9040-108-T-1	INLET PROTECTION DEVICE, DROP IN	EACH	10	\$ 150.00	\$ 1,500.00
9.14	9040-108-T-2	INLET PROTECTION DEVICE, MAINTENANCE	EACH	10	\$ 50.00	\$ 500.00
DIVISION 11 - MISCELLANEOUS						
11.1	11010-108-A	CONSTRUCTION SURVEY	LS	1	\$ 30,000.00	\$ 30,000.00
11.2	11050-108-A-0	CONCRETE WASHOUT	LS	1	2,000.00	\$ 2,000.00
11.3	XXXXX-XXX-X-X	STEAL BEAM GUARDRAIL BARRIER TRANSITION SECTION, BA-201	EA	4	2,000.00	\$ 8,000.00
11.4	XXXXX-XXX-X-X	STEAL BEAM GUARDRAIL END ANCHOR, BOLTED	EA	4	260.00	\$ 1,040.00
11.5	XXXXX-XXX-X-X	STEAL BEAM GUARDRAIL TANGET END TERMINAL, BA-205	EA	4	2,500.00	\$ 10,000.00
OPINION OF PROBABLE PROJECT COST						\$ 3,363,218.00

Notes:

I hereby certify that this is a true and correct final Opinion of Probable Cost for the Veterans Parkway

Project from SE 5th Street to SW 50th Street - City of West Des Moines, IA

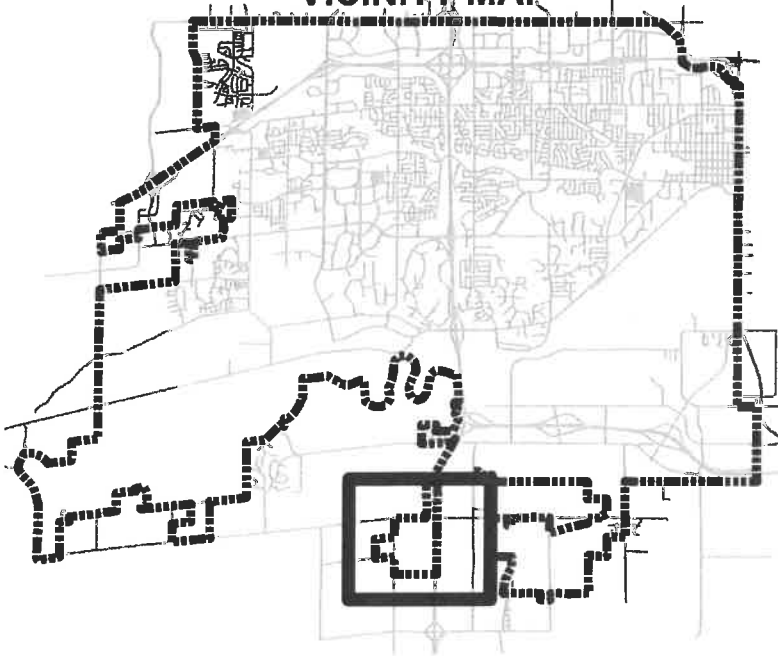


July 13, 2018

David J. Bovee, P.E., license No. 15800



VICINITY MAP



LEGEND

PROJECT LOCATION 



PROJECT:

Veterans Parkway

LOCATION:

SE 50th Street to SW 60th Street

DRAWN BY: JDR

DATE: 7/16/2018

PROJECT: 0510-009-2017

SHT. 1 of 1

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

4(g)1

DATE: July 23, 2018

ITEM:

Resolution - Approving Professional Services Agreement
2018 Channel Repair Program

FINANCIAL IMPACT:

The cost of the Professional Services Agreement associated with the design of this project is anticipated not to exceed \$26,500.00 for Basic Services. In addition, the cost for performing Resident Consultant Services will not exceed \$21,000.00. Should the cost for the professional services be projected to exceed the amounts set forth in the contract, staff would not authorize such expenditures without further approval by the City Council. All work will be billed on an hourly basis using the established hourly fee structure as set forth in the contract. All costs for these services can be paid from account no. 660.000.000.5250.495 with the ultimate funding intended to come from Stormwater Fee Revenue.

BACKGROUND:

Approval of this action authorizes WHKS & Company to perform the professional services necessary as part of the ongoing channel repair program at various locations throughout the City. The areas that will be considered are depicted on the attached vicinity map.

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

OUTSTANDING ISSUES: None.

RECOMMENDATION:

City Council Adopt:

- Resolution Approving Professional Services Agreement for 2018 Channel Repair Program.

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

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Services		
Date Reviewed	July 16, 2018		
Recommendation	Yes	No	Split

RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT

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

**2018 Channel Repair Program
Project No. 0510-041-2018**

and,

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

WHEREAS, Engineering Services Department staff have recommended Plans, Specifications, Form of Contract, and Estimate of Cost be prepared by WHKS & Company, and,

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

Basic Services of the Consultant	\$26,500.00
Resident Consultant Services	<u>\$21,000.00</u>
Total	\$47,500.00

therefore,

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

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

PASSED AND APPROVED on this 23rd day of July, 2018.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This Agreement is made and entered into this 23rd day of July, 2018, by and between the CITY OF WEST DES MOINES, a municipal corporation, hereinafter referred to as "City", and WHKS & Co., (Fed. I.D. # 42-0943938), a professional corporation incorporated and licensed under the laws of the State of Iowa, party of the second part, hereinafter referred to as "Consultant" as follows:

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

1. SCOPE OF SERVICES

Services provided under this Agreement for the 2018 Channel Repair Program (Project No. 0510-041-2018) shall be as further described in Attachment 1, Scope of Services.

2. SCHEDULE

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

3. COMPENSATION

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

I. Basic Services of the Consultant	\$ 26,500
II. Resident Consultant Services	\$ 21,000
Total	\$47,500

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

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

4. INSURANCE

A. Consultant understands and agrees that Consultant shall have no right of coverage under any and all existing or future City comprehensive, self or personal injury policies. Consultant shall provide insurance coverage for and on behalf of Consultant that will sufficiently protect Consultant or Consultant' 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: WHKS & Co.
Attn: Derek J. Thomas, P.E.
Address: 1421 S. Bell Ave., Suite 103
City, State: Ames, IA, 50010

6. GENERAL COMPLIANCE

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

7. STANDARD OF CARE

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

8. INDEPENDENT CONTRACTOR

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

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

9. NON-DISCRIMINATION

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

10. HOLD HARMLESS

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

11. ASSIGNMENT

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

12. APPROPRIATION OF FUNDS

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

13. AUTHORIZED AMENDMENTS TO AGREEMENT

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

the additional compensable work to be performed and setting forth the amount of compensation to be paid, such amendment, order or directive to be signed by the authorized City representative. It is the Consultant's sole responsibility to know, determine, and ascertain the authority of the City representative signing any amendment, directive or order.

14. OWNERSHIP OF CONSULTING DOCUMENTS

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

15. INTERPRETATION

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

16. COMPLIANCE WITH FEDERAL LAW

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

17. SOLICITATION AND PERFORMANCE

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

18. SUSPENSION AND TERMINATION OF AGREEMENT

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

workers' compensation insurance or other insurance provided for in this Agreement. In the event of such default by the Consultant, the City may give ten (10) days written notice to the Consultant of the City's intent to terminate the Agreement. Consultant shall have ten (10) days from notification to remedy the conditions constituting the default.

D. In the event that this Agreement is terminated in accordance with paragraph C of this section, the City may take possession of any work and may complete any work by whatever means the City may select. The cost of completing said work shall be deducted from the balance which would have been due to the Consultant had the Agreement not been terminated and work completed in accordance with contract documents.

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

19. TAXES

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

20. SEVERABILITY

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

21. MISCELLANEOUS HEADINGS

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

22. FURTHER ASSURANCES

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

23. COUNTERPARTS

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

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

WHKS & Co.

CITY OF WEST DES MOINES

BY: 
Steven Scott Sweet, P.E., Vice President

BY: _____
Ryan T. Jacobson, City Clerk

ATTACHMENT 1 – SCOPE OF SERVICES

A. Project Description

This project consists of the survey, design and construction services for the City's 2018 Channel Repair Program. The exact location(s) of the project have not been identified, but will be determined as part of this agreement. The City has a budget of \$250,000 for this project, including engineering, and has identified and provided a list of 15 potential projects. During the kick-off meeting the City and Consultant will review the list of potential projects and reduce the list down to around 5 sites. The Consultant will perform a site visit to each of the identified sites and prepare a brief feasibility study. The City and Consultant will meet to review the feasibility study and determine the project to be completed. The project could extend to more than one location depending on how it fits into the budget. If multiple sites are identified for the project they will be covered under one set of plans to be bid together as one contract.

B. Scope of Services Provided Under This Agreement:

1. **Project Management and Meetings**

- Perform general project administrative duties including supervision and coordination of the project team, review of project costs and billings, prepare invoices using Consultant's standard forms, preparation of status reports, and general administrative activities.
- Hold kick-off meeting with Client to discuss the project and review the scope.
- Attend two (2) meetings for the project. One to review the feasibility study and another to review check plans.
- Advise the Client of the necessity of obtaining Special Engineering Services as described in Paragraph C., and act as the Client's representative in connection with any such services not actually performed by WHKS.

2. **Topographic Survey and Research of Existing Conditions**

- Perform site topographical surveys to support new facilities, exclusive of boundary surveys for land and easement acquisition. Assume two (2) days of survey.
- Develop project control and base map for the project using West Des Moines horizontal and vertical control network.
- Locate the existing underground utilities as located by the Iowa One Call locate system.
- Collect, obtain and review relevant information from the Client.

3. **Feasibility Study and Report**

- Prepare a feasibility study for the 2018 Channel Repair Program. The letter report will include the following:
 - i. Summary of existing conditions
 - ii. Recommendations of erosion control improvements.
 - iii. An Engineer's Opinion of Probable Construction Costs

4. Preliminary and Final Design

- Prepare preliminary and final plans and specifications to show the character and scope of work to be performed by contractors on the Project. Plans will follow SUDAS standards.
- Identify bat habitat trees that need to be downed between November 1 and March 30.
- Prepare opinion of probable construction cost on completed plans and specifications.
- A Storm Water Pollution Prevention Plan (SWPPP) will be prepared, if necessary.
- Prepare and submit applicable construction permit application package to NPDES and/or USACE, if required.

5. Bidding Services

- Prepare forms of notice for bids, contractor's proposal, construction agreement, payment bond and performance bond for approval by the Client, subject to prior review and approval by Client's Attorney, Bond Counsel, and/or Fiscal Agent.
- Post notice to bidders to www.iowabiddate.com on behalf of City. City to publish notice of hearing in the newspaper.
- Distribute bidding documents to plan rooms and potential bidders.
- Answer contractor's questions during the bidding phase.
- Prepare addendums to the contract documents prior to bid letting, if necessary.
- Attend bid opening.

6. Construction Administration

- Provide construction administration assistance during construction. Contract administration assistance activities conducted during project construction include clarification of design details, periodic visits to the construction site to observe the progress of work, review of shop drawings, review periodic payment estimates for completed construction work and recommend payments for processing, prepare change orders when required, and prepare the final summary of construction costs.
- Conduct a preconstruction meeting with Client, Contractor and Utility Owners.
- Prepare record drawings from Contractor provided "mark-ups" at the completion of the construction.
- Provide construction updates to the Client.

7. Construction Observation

- Provide resident project observation services during the construction of the Project. Resident observation is a part time function during construction. Duties are to provide on-site evaluations of the Project progress in accordance with the plans and specifications and report said progress to the Engineer. Additionally, the observer maintains a log book recording conditions at the job site, weather, record of visitors, summary of daily activities, actions taken, observations in general and assists in recording data for eventual preparation of Record Drawings. The observer duties do not include construction means, methods, procedures, and job-site safety. Fee based on 150 hours of observation and travel time.
- Material testing will be performed through an on-call agreement the City has with another consultant. City will pay material testing consultant separately.

C. Special Engineering Services:

Special Engineering Services are those services not listed above, but which may be required or advisable to accomplish the Project. Special Engineering Services shall be performed when authorized by the Client for additional fees, to be determined at the time authorized.

Special Engineering Services include:

1. Land surveying and platting
2. Easement research, plats or descriptions
3. Negotiation for easements or land acquisition
4. Special assessment assistance
5. Quality control testing and construction materials testing
6. Permits other than those identified above
7. Funding assistance, including grant and/or loan applications
8. Wetland Delineations or mitigation plans
9. Floodplain and hydraulic/hydrologic modeling
10. Water and/or sanitary sewer rate studies
11. Geotechnical design/recommendations
12. Cultural resource survey or other studies or documentation that may be required by regulatory agencies that are not specifically listed in the scope of services
13. National Environmental Policy Act (NEPA) compliance, including historical and archeological investigations
14. Structural evaluation and/or design
15. Attendance at additional meetings (other than those listed above)
16. Construction staking
17. Construction material testing

ATTACHMENT 2 - ANTICIPATED PROJECT SCHEDULE

Kick-off Meeting – August 2018
Feasibility Study submittal – September 2018
Feasibility Study Meeting – September/October 2018
Check Plan submittal – November/December 2018
Check Plan Meeting – December 2018
Final Plan submittal – January 2019
Bid Letting – January 2019

ATTACHMENT 3 – SCHEDULE OF FEES

WHKS & Co. 2018 Fee Schedule and Method of Payment

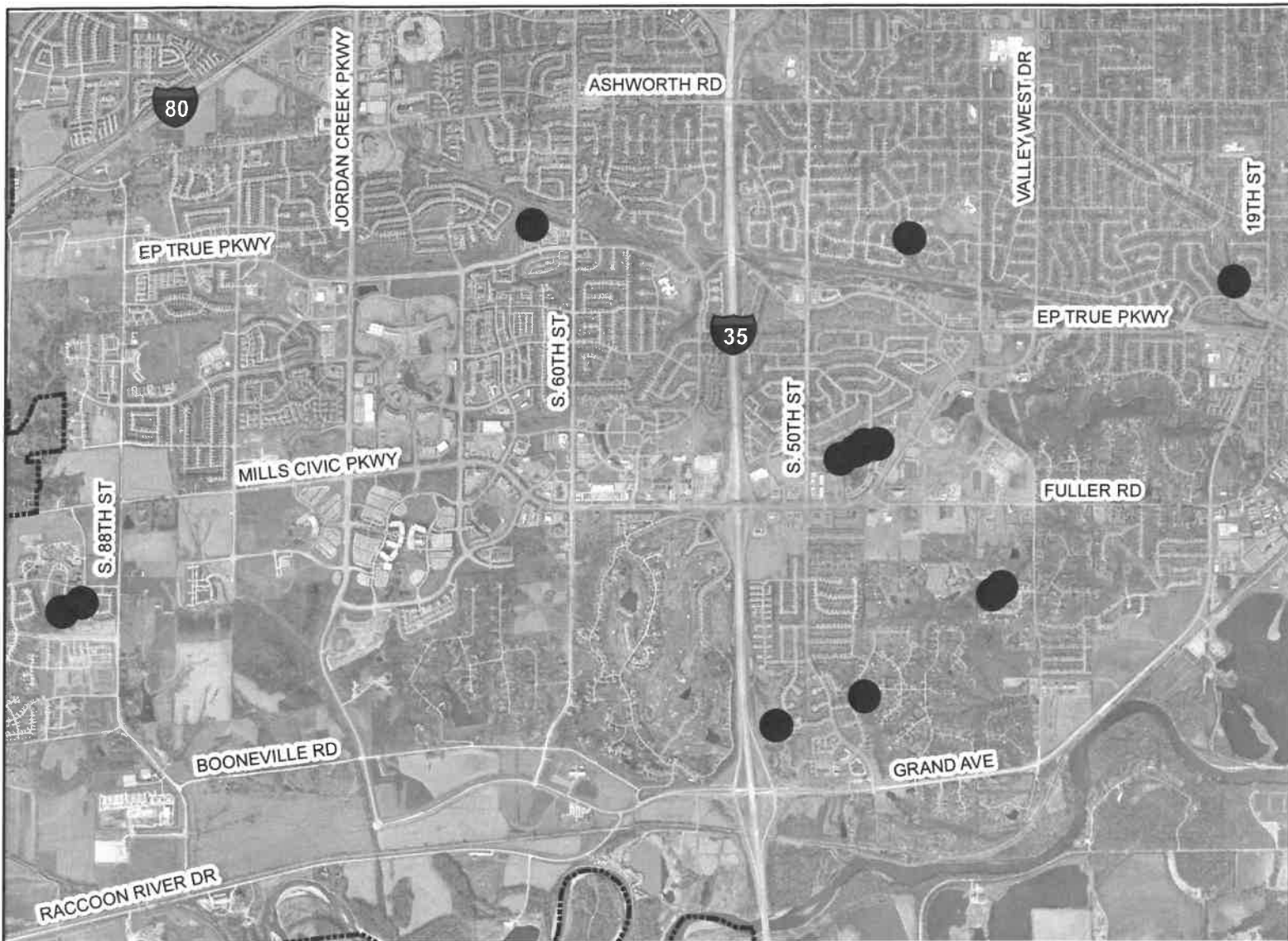
City of West Des Moines

Schedule of Hourly Billing Rates – Effective January 1, 2018

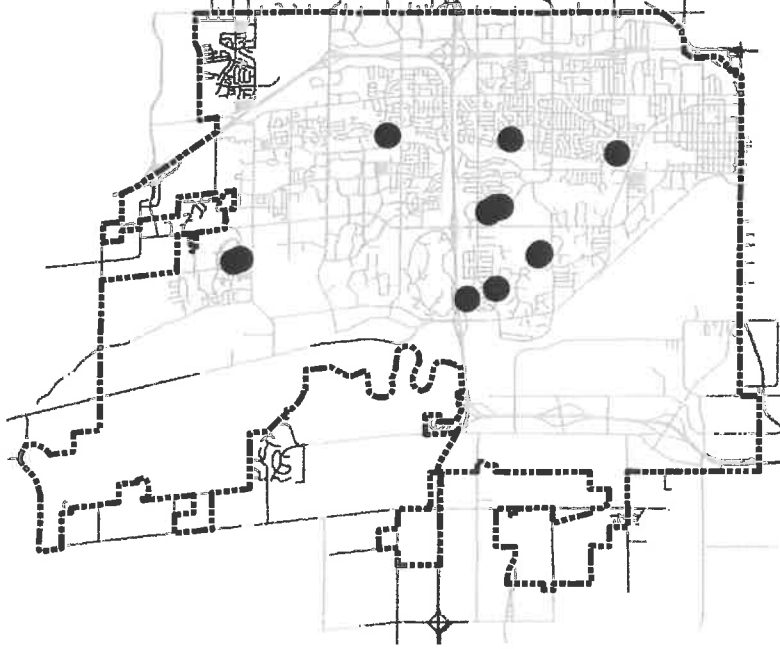
Project Manager	\$ 150.00
Project Engineer	\$ 140.00
Design Engineer	\$ 103.00
Principal	\$ 210.00
*Construction Observer	\$ 96.00
*Survey Crew Chief	\$ 98.00
*Survey Crew Technician	\$ 80.00
*Engineering Tech III	\$ 93.00

Reimbursable expenses include mileage at the current IRS mileage rate; actual cost of reproduction and printing; and actual out-of-pocket expenses such as field supplies, cost of recording documents, permit fees, etc.

****NOTE: Time and a half pay applies for overtime, if applicable***

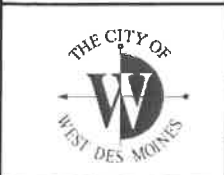


VICINITY MAP



LEGEND

PROJECT LOCATION ●



PROJECT: **2018 Channel Repair Program**

LOCATION: **Various Locations**

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

4(g)2

DATE: July 23, 2018

ITEM:

Resolution - Approving Professional Services Agreement
2018 Stormwater Intake Repair Program

FINANCIAL IMPACT:

The cost of the Professional Services Agreement associated with the design of this project is anticipated not to exceed \$13,750.00 for Basic Services. In addition, the cost for performing Resident Consultant Services will not exceed \$17,750.00. Should the cost for the professional services be projected to exceed the amounts set forth in the contract, staff would not authorize such expenditures without further approval by the City Council. All work will be billed on an hourly basis using the established hourly fee structure as set forth in the contract. All costs for these services can be paid from account no. 660.000.000.5250.495 with the ultimate funding intended to come from Stormwater Fee Revenue.

BACKGROUND:

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

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

OUTSTANDING ISSUES: None.

RECOMMENDATION:

City Council Adopt:

- Resolution Approving Professional Services Agreement for 2018 Stormwater Intake Repair Program.

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

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Services		
Date Reviewed	July 16, 2018		
Recommendation	Yes	No	Split

RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT

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

**2018 Stormwater Intake Repair Program
Project No. 0510-040-2018**

and,

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

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

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

Basic Services of the Consultant	\$13,750.00
Resident Consultant Services	<u>\$17,750.00</u>
Total	\$31,500.00

therefore,

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

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

PASSED AND APPROVED on this **23rd** day of **July, 2018**.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This Agreement is made and entered into this 23rd day of July, 2018, by and between the CITY OF WEST DES MOINES, a municipal corporation, hereinafter referred to as "City", and I+S Group, Inc. (ISG), (Fed. I.D. # 41-0995051), a professional corporation incorporated and licensed under the laws of the State of Iowa, party of the second part, hereinafter referred to as "Consultant" as follows:

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

1. SCOPE OF SERVICES

Services provided under this Agreement for the **2018 Intake Repair Program (Project No. 0510-040-2018)** shall be as further described in Attachment 1, Scope of Services.

2. SCHEDULE

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

3. COMPENSATION

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

I. Basic Services of the Consultant	\$13,750
II. Resident Consultant Services	<u>\$17,750</u>
Total	\$31,500

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

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

4. INSURANCE

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

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

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

5. NOTICE

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

FOR THE CITY:

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

FOR THE CONSULTANT:

Name: ISG
Attn: Nick Frederiksen, Project Manager
Address: 508 E. Locust St
City, State: Des Moines, IA 50309

6. GENERAL COMPLIANCE

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

7. STANDARD OF CARE

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

8. INDEPENDENT CONTRACTOR

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

9. NON-DISCRIMINATION

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

10. HOLD HARMLESS

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

11. ASSIGNMENT

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

12. APPROPRIATION OF FUNDS

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

13. AUTHORIZED AMENDMENTS TO AGREEMENT

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

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

14. OWNERSHIP OF CONSULTING DOCUMENTS

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

15. INTERPRETATION

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

16. COMPLIANCE WITH FEDERAL LAW

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

17. SOLICITATION AND PERFORMANCE

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

18. SUSPENSION AND TERMINATION OF AGREEMENT

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

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

19. TAXES

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

20. SEVERABILITY

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

21. MISCELLANEOUS HEADINGS

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

22. FURTHER ASSURANCES

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

23. COUNTERPARTS

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

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

I+S Group (ISG)
 BY: 
 Nick Frederiksen, Project Manager

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

ATTACHMENT 1

SCOPE OF SERVICES

Basic Services of the Consultant

- Field review and assessment of the intakes to be identified by the City of West Des Moines staff for the 2018 Stormwater Intake Repair Program. It is understood the total project budget, including Basic and Resident services, is \$250,000.
- Preparation of Specifications and Construction Documents per guidance provided by City of West Des Moines Engineering staff.
- Coordination and meetings with City Staff and other stakeholders as required. Assume 2 meetings.
- Preparation of bid notices, handling bidding inquiries, attending bid letting, reviewing bids and compiling bid tabulation, securing contracts and performance bond, obtaining certificates of insurance, coordinating with utilities.
- Consultant will schedule and lead a pre-construction meeting.

Resident Consultant Services

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

ATTACHMENT 2

PROJECT SCHEDULE

July 2018	Consultant Services Agreement presented to City Council for consideration
August 2018	City of West Des Moines Staff to provide List of intakes for consideration/assessment
September 2018	Complete Intake Assessment Review Intake Assessment with City Staff for comment Submit 60% Specifications and Construction Documents to City Staff for review and comment
October 2018	Submit 90% Specifications and Construction Documents to City Staff for review and comment.
November 2018	Bid Letting
December 2018	Start of Construction
June 2019	Project Completion

Attachment No. 3 2018 Standard Hourly Rates

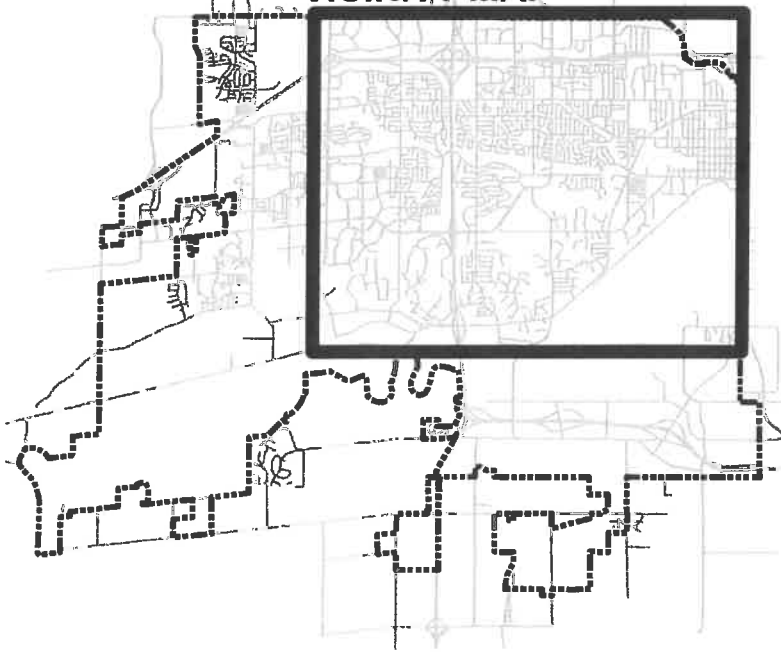
Rates effective as of January 1, 2018 and are subject to change on an annual basis.



EMPLOYEE TYPE	HOURLY RATE	EMPLOYEE TYPE	HOURLY RATE
Support/Marketing/Development Professional		Landscape Architect	
I - IV	\$58 - 149	I - IV	\$103 - 149
Architect		Mechanical/Electrical Engineering Technician	
I - IV	\$97 - 142	I - IV	\$87 - 149
Architectural Technician		Mechanical Engineer	
I - IV	\$87 - 116	I - IV	\$107 - 152
Civil Engineer		Planner	
I - IV	\$108 - 149	I - IV	\$99 - 135
Civil Engineering Technician		Project Manager	
I - IV	\$85 - 111	I - IV	\$109 - 140
Electrical Engineer		Structural Engineer	
I - IV	\$107 - 149	I - IV	\$105 - 152
Environmental Scientist/Engineer/Specialist/Operator		Senior Architect	
I - IV	\$97 - 135		\$188
GIS Specialist		Senior Interior Designer	
	\$135		\$175
Interior Designer		Senior Engineer, All Classifications	
I - IV	\$100 - 130		\$188
Land Surveyor		Equipment Expenses	
I - IV	\$100 - 149	Survey Grade GPS/Robotics	\$49
Land Surveying Technician		Mapping Grade GPS	\$16
I - IV	\$80 - 109	3D Laser Scanner	\$55
		Drone	\$110
		All-Terrain Vehicle	\$22
		Mileage is billed at the IRS allowable rate	
		Consultant subcontracts are billed at cost +10%	



VICINITY MAP



LEGEND

PROJECT LOCATION



PROJECT:

2018 Stormwater Intake Repair Program

LOCATION:

Exhibit "A"

DRAWN BY: JDR

DATE: 7/19/2018

PROJECT NUMBER/NAME: 0510-040-2018

SHT. 1 of 1

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

4(g)3

DATE: July 23, 2018

ITEM:

Resolution - Approving Professional Services Agreement
2018 Sewer Rehabilitation Program

FINANCIAL IMPACT:

The cost of the Professional Services Agreement associated with the design of this project is anticipated not to exceed \$42,700.00 for Basic Services. In addition, the cost for performing Resident Consultant Services will not exceed \$33,500.00. Should the cost for the professional services be projected to exceed the amounts set forth in the contract, staff would not authorize such expenditures without further approval by the City Council. All work will be billed on an hourly basis using the established hourly fee structure as set forth in the contract. All costs for these services can be paid from account no. 640.000.000.5250.495 with the ultimate funding intended to come from Sanitary Sewer Fee Revenue.

BACKGROUND:

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

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

OUTSTANDING ISSUES: None.

RECOMMENDATION:

City Council Adopt:

- Resolution Approving Professional Services Agreement for 2018 Sewer Rehabilitation Program.

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

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Services		
Date Reviewed	July 16, 2018		
Recommendation	Yes	No	Split

RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT

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

**2018 Sewer Rehabilitation Program
Project No. 0510-043-2018**

and,

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

WHEREAS, Engineering Services Department staff have recommended Plans, Specifications, Form of Contract, and Estimate of Cost be prepared by AECOM Technical Services, Inc., and,

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

Basic Services of the Consultant	\$42,700.00
Resident Consultant Services	<u>\$33,500.00</u>
Total	\$76,200.00

therefore,

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

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

PASSED AND APPROVED on this **23rd** day of **July, 2018**.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This Agreement is made and entered into this 23rd day of July, 2018, by and between the CITY OF WEST DES MOINES, a municipal corporation, hereinafter referred to as "City", and AECOM Technical Services, Inc., (Fed. I.D. # 95-2661922), a professional corporation incorporated and licensed under the laws of the State of Iowa, party of the second part, hereinafter referred to as "Consultant" as follows:

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

1. SCOPE OF SERVICES

Services provided under this Agreement for the 2018 Sewer Rehabilitation Program (Project No. 0510-043-2018) shall be as further described in Attachment 1, Scope of Services.

2. SCHEDULE

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

3. COMPENSATION

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

I. Basic Services of the Consultant	\$42,700.00
II. Resident Consultant Services	<u>\$33,500.00</u>
Total	<u>\$76,200.00</u>

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

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

4. INSURANCE

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

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

- B. The Consultant shall provide evidence of comprehensive general liability coverage and contractual liability insurance by an insurance company licensed to do business in the State of Iowa in the limits of at least \$1,000,000 each personal injury accident and/or death; \$1,000,000 general aggregate personal injury and/or death; and \$1,000,000 for each property damage accident. The evidence shall designate the City as an additional insured, and that it cannot be canceled or materially altered without giving the City at least thirty (30) days written notice by registered mail, return receipt requested.
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- 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, Iowa 50265-0320

FOR THE CONSULTANT:

Name: AECOM Technical Services, Inc.
Attn: Todd L. Allyn, P.E.
Address: 500 SW 7th Street, Suite 301
City, State: Des Moines, 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

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8. INDEPENDENT CONTRACTOR

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

9. NON-DISCRIMINATION

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

10. HOLD HARMLESS

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

11. ASSIGNMENT

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

12. APPROPRIATION OF FUNDS

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

13. AUTHORIZED AMENDMENTS TO AGREEMENT

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

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

14. OWNERSHIP OF CONSULTING DOCUMENTS

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

15. INTERPRETATION

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

16. COMPLIANCE WITH FEDERAL LAW

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

17. SOLICITATION AND PERFORMANCE

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

18. SUSPENSION AND TERMINATION OF AGREEMENT

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

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

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

19. TAXES

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

20. SEVERABILITY

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

21. MISCELLANEOUS HEADINGS

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

22. FURTHER ASSURANCES

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

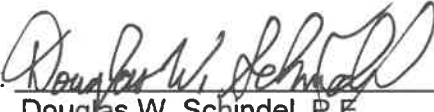
23. COUNTERPARTS

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

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

AECOM Technical Services, Inc.

CITY OF WEST DES MOINES

BY: 

Douglas W. Schindel, P.E.
Associate Vice President

BY: _____
Ryan T. Jacobson, City Clerk

ATTACHMENT 1

SCOPE OF SERVICES

0510-043-2018

SANITARY SEWER REHABILITATION PROGRAM

I. PROJECT DESCRIPTION

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

II. SCOPE OF SERVICES

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

Basic Services

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

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

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

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

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

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

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

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

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

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

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

Resident Consultant Services

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTACHMENT 2

PROJECT SCHEDULE

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

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

Notice to Proceed: July 23, 2018

Submit Bid Documents for Council Approval: January 7, 2019

Bid Opening: January 30, 2019

Award Contract: February 4, 2019

Anticipated Contractor Notice to Proceed: February 5, 2019

ATTACHMENT 3
SCHEDULE OF FEES

AECOM Direct Labor Costs:

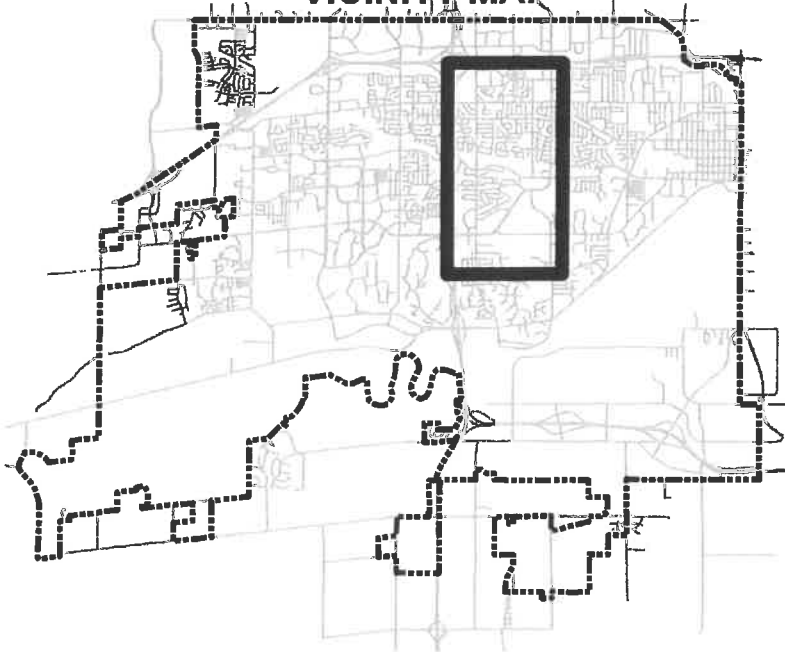
<u>Classification</u>	<u>Billing Rate</u>
Senior Professional	\$240.00/Hour
Project Professional	\$175.00/Hour
Staff Professional	\$130.00/Hour
Professional	\$105.00/Hour
CADD Operator II	\$100.00/Hour
CADD Operator I	\$80.00/Hour
Senior Technician	\$105.00/Hour
Technician	\$80.00/Hour
Project Support	\$90.00/Hour

Direct Project Expenses:

Mileage	\$ 0.545/Mile
B/W Copies	\$ 0.06/Copy
Color Copies	\$ 0.22/Copy
EDM Equipment	\$12.50/Hour
GPS Equipment	\$25.00/Hour



VICINITY MAP



LEGEND

PROJECT LOCATION



PROJECT:

2018 Sewer Rehabilitation Program

LOCATION:

Exhibit "A"

DRAWN BY: JDR

DATE: 7/16/2018

PROJECT NUMBER/NAME: 0510-043-2018

SHT. 1 of 1

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

4(g)4

DATE: July 23, 2018

ITEM:

Resolution - Approving Professional Services Agreement
2018 Sewer Cleaning and Televising Program

FINANCIAL IMPACT:

The cost of the Professional Services Agreement associated with the design of this project is anticipated not to exceed \$15,000.00 for Basic Services. In addition, the cost for performing Resident Consultant Services will not exceed \$21,100.00. Should the cost for the professional services be projected to exceed the amounts set forth in the contract, staff would not authorize such expenditures without further approval by the City Council. All work will be billed on an hourly basis using the established hourly fee structure as set forth in the contract. All costs for these services can be paid from account no. 640.000.000.5250.495 with the ultimate funding intended to come from Sanitary Sewer Fee Revenue.

BACKGROUND:

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

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

OUTSTANDING ISSUES: None.

RECOMMENDATION:

City Council Adopt:

- Resolution Approving Professional Services Agreement for 2018 Sewer Cleaning and Televising Program.

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

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Services		
Date Reviewed	July 16, 2018		
Recommendation	Yes	No	Split

RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT

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

**2018 Sewer Cleaning and Televising Program
Project No. 0510-044-2018**

and,

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

WHEREAS, Engineering Services Department staff have recommended Plans, Specifications, Form of Contract, and Estimate of Cost be prepared by AECOM Technical Services, Inc., and,

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

Basic Services of the Consultant	\$15,000.00
Resident Consultant Services	<u>\$21,100.00</u>
Total	\$36,100.00

therefore,

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

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

PASSED AND APPROVED on this **23rd** day of **July, 2018**.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

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1. SCOPE OF SERVICES

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Total	<u>\$36,100.00</u>

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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.

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- E. Failure of Consultant to maintain any of the insurance coverages set forth above shall constitute a material breach of this Agreement.

5. NOTICE

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FOR THE CITY:

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

FOR THE CONSULTANT:

Name: AECOM Technical Services, Inc.
Attn: Todd L. Allyn, P.E.
Address: 500 SW 7th Street, Suite 301
City, State: Des Moines, Iowa 50309

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9. NON-DISCRIMINATION

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

10. HOLD HARMLESS

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

11. ASSIGNMENT

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

12. APPROPRIATION OF FUNDS

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

13. AUTHORIZED AMENDMENTS TO AGREEMENT

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

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

14. OWNERSHIP OF CONSULTING DOCUMENTS

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

15. INTERPRETATION

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

16. COMPLIANCE WITH FEDERAL LAW

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

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

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.

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

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

22. FURTHER ASSURANCES

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

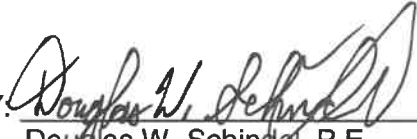
23. COUNTERPARTS

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

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

AECOM Technical Services, Inc.

CITY OF WEST DES MOINES

BY: 

Douglas W. Schindel, P.E.
Associate Vice President

BY: _____
Ryan T. Jacobson, City Clerk

ATTACHMENT 1

SCOPE OF SERVICES

0510-044-2018

SANITARY SEWER CLEANING AND TELEVISIONING PROGRAM

As part of the ongoing sanitary sewer maintenance program, the City of West Des Moines is entering into an Agreement with AECOM for preparation of bid documents for the 2018 Sewer Cleaning and Televisioning Program.

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

Basic Services

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

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

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

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

Resident Construction Services

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

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

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

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

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

ATTACHMENT 2

PROJECT SCHEDULE

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

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

Notice to Proceed: July 23, 2018

Submit Bid Documents for Council Approval: September 17, 2018

Bid Opening: October 10, 2018

Award Contract: October 15, 2018

Anticipated Contractor Notice to Proceed: October 16, 2018

ATTACHMENT 3
SCHEDULE OF FEES

AECOM Direct Labor Costs:

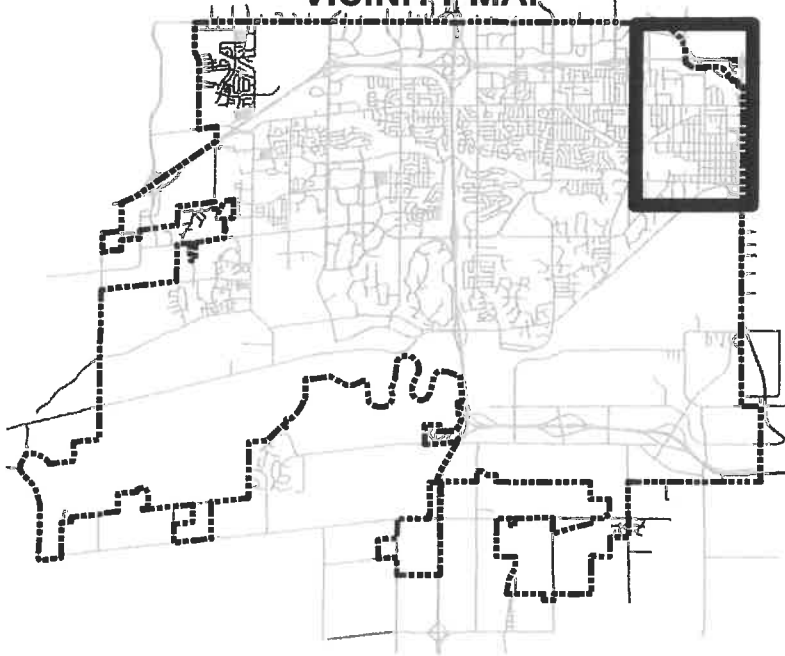
<u>Classification</u>	<u>Billing Rate</u>
Senior Professional	\$240.00/Hour
Project Professional	\$175.00/Hour
Staff Professional	\$130.00/Hour
Professional	\$105.00/Hour
CADD Operator II	\$100.00/Hour
CADD Operator I	\$80.00/Hour
Senior Technician	\$105.00/Hour
Technician	\$80.00/Hour
Project Support	\$90.00/Hour

Direct Project Expenses:

Mileage	\$ 0.545/Mile
B/W Copies	\$ 0.06/Copy
Color Copies	\$ 0.22/Copy
EDM Equipment	\$12.50/Hour
GPS Equipment	\$25.00/Hour

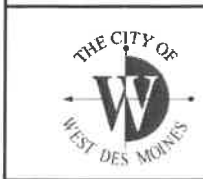


VICINITY MAP



LEGEND

PROJECT LOCATION



PROJECT: **2018 Sewer Cleaning & Televising Program**

LOCATION: **Exhibit "A"**

DRAWN BY: JDR

DATE: 7/16/2018

PROJECT NUMBER/NAME: 0510-044-2018

SHT. 1 of 1

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

4(g)5

DATE: July 23, 2018

ITEM:

Resolution - Approving Professional Services Agreement
2019 HMA Resurfacing Program

FINANCIAL IMPACT:

The cost of the Professional Services Agreement associated with the design of this project is anticipated not to exceed \$225,400.00 for Basic Services. In addition, the cost for performing Resident Consultant Services will not exceed \$156,700.00. Should the cost for the professional services be projected to exceed the amounts set forth in the contract, staff would not authorize such expenditures without further approval by the City Council. All work will be billed on an hourly basis using the established hourly fee structure as set forth in the contract. All costs for these services can be paid from account no. 500.000.000.5250.495 with the ultimate funding intended to come from Road Use Tax.

BACKGROUND:

Approval of this action authorizes I+S Group, Inc. to perform the professional services necessary for the 2019 HMA Resurfacing Program at various locations throughout the City. The areas that will be targeted are depicted on the attached vicinity map. This program will also include replacement of any ADA sidewalk ramps that are impacted by the project or are deemed to be non-compliant.

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

OUTSTANDING ISSUES: None.

RECOMMENDATION:

City Council Adopt:

- Resolution Approving Professional Services Agreement for 2019 HMA Resurfacing Program.

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

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Services		
Date Reviewed	July 16, 2018		
Recommendation	Yes	No	Split

RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT

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

**2019 HMA Resurfacing Program
Project No. 0510-003-2019**

and,

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

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

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

Basic Services of the Consultant	\$225,400.00
Resident Consultant Services	<u>\$156,700.00</u>
Total	\$382,100.00

therefore,

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

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

PASSED AND APPROVED on this **23rd** day of **July, 2018**.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This Agreement is made and entered into this 23rd day of July, 2018, by and between the CITY OF WEST DES MOINES, a municipal corporation, hereinafter referred to as "City", and I+S Group, Inc. (ISG), (Fed. I.D. # 41-0995051), a professional corporation incorporated and licensed under the laws of the State of Iowa, party of the second part, hereinafter referred to as "Consultant" as follows:

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

1. SCOPE OF SERVICES

Services provided under this Agreement for the **2019 HMA Resurfacing Program (Project No. 0510-003-2019)** shall be as further described in Attachment 1, Scope of Services.

2. SCHEDULE

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

3. COMPENSATION

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

I. Basic Services of the Consultant	\$225,400
II. Resident Consultant Services	<u>\$156,700</u>

Total \$382,100

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

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

4. INSURANCE

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

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

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

5. NOTICE

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

FOR THE CITY:

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

FOR THE CONSULTANT:

Name: ISG
Attn: Nick Frederiksen, Project Manager
Address: 508 E. Locust St
City, State: Des Moines, IA 50309

6. GENERAL COMPLIANCE

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

7. STANDARD OF CARE

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

8. INDEPENDENT CONTRACTOR

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

9. NON-DISCRIMINATION

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

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

I+S Group (ISG)

BY: 
 Nick Frederiksen, Project Manager

CITY OF WEST DES MOINES

BY: _____
 Ryan T. Jacobson, City Clerk

ATTACHMENT 1

SCOPE OF SERVICES

Basic Services of the Consultant

- Field review and assessment of the streets to be identified by the City of West Des Moines staff for the 2019 HMA Resurfacing Program, including ADA compliant pedestrian ramps. It is understood the total project budget is \$3,000,000.
- Consultant to review all pedestrian ramps adjacent to the streets identified for the 2019 HMA Resurfacing Program. Consultant will complete all survey and design aspects for the construction of up to 60 pedestrian ramps. Consultant will complete design exceptions as needed.
- Preparation of Specifications and Construction Documents per guidance provided by City of West Des Moines Engineering staff.
- Coordination and meetings with City Staff, other stakeholders, individual residents and affected parties as required. Assume 5 meetings.
- Preparation of bid notices, handling bidding inquiries, attending bid letting, reviewing bids and compiling bid tabulation, securing contracts and performance bond, obtaining certificates of insurance, coordinating with utilities.
- Consultant will schedule and lead a pre-construction meeting.

Resident Consultant Services

- Provide a Resident Project Representative (RPR) to City Staff in observing the progress and quality of work. The RPR will act as directed and by and under the supervision of the Engineer and City Staff and will confer with City Staff to identify any issues that develop during construction
- For the purposes of this proposal it is assumed that the RPR will provide 40 hours of service per week during construction, and that construction will span 28 weeks.
- The RPR will assist the City and Contractor in providing proper notification to impacted businesses and residents.
- Construction administration and design interpretation during construction activities
- Attend meetings with the contractor and City staff as requested, review shop drawings, prepare pay applications and any change orders, provides daily reports/log books of construction activities, prepare punch list, and furnish periodic reports to City staff as required.
- Provide verification of pedestrian ramps meeting ADA requirements

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

ATTACHMENT 2

PROJECT SCHEDULE

July 2018	Consultant Services Agreement presented to City Council for consideration
September 2018	Complete HMA and ADA Assessment
October 2018	Review HMA and ADA Assessment with City Staff for comment
November 2018	Submit 60% Specifications and Construction Documents to City Staff for review and comment.
December 2018	Submit 90% Specifications and Construction Documents to City Staff for review and comment.
January 2019	Bid Letting.
April 2019	Start of construction
December 2019	Project Completion

Attachment No. 3 2018 Standard Hourly Rates

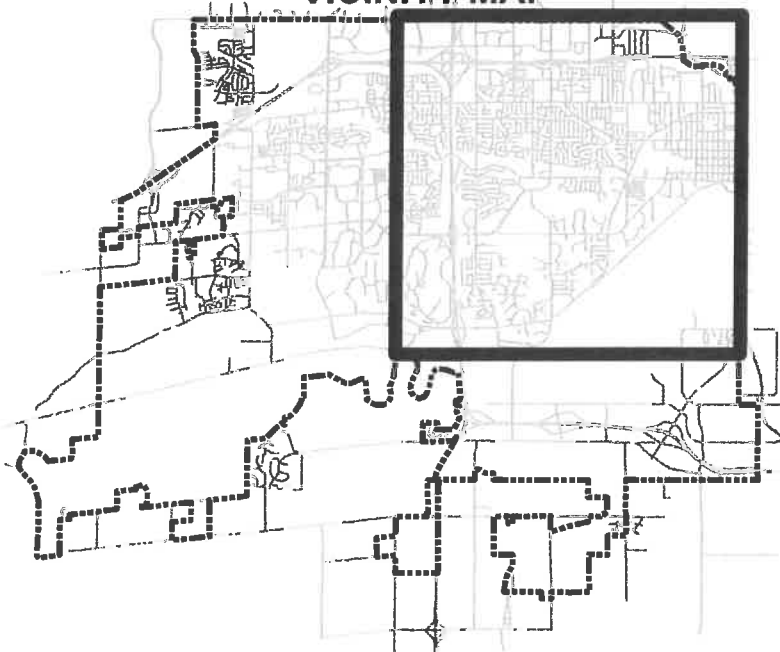
Rates effective as of January 1, 2018 and are subject to change on an annual basis.



EMPLOYEE TYPE	HOURLY RATE	EMPLOYEE TYPE	HOURLY RATE
Support/Marketing/Development Professional		Landscape Architect	
I - IV	\$58 - 149	I - IV	\$103 - 149
Architect		Mechanical/Electrical Engineering Technician	
I - IV	\$97 - 142	I - IV	\$87 - 149
Architectural Technician		Mechanical Engineer	
I - IV	\$87 - 116	I - IV	\$107 - 152
Civil Engineer		Planner	
I - IV	\$108 - 149	I - IV	\$99 - 135
Civil Engineering Technician		Project Manager	
I - IV	\$85 - 111	I - IV	\$109 - 140
Electrical Engineer		Structural Engineer	
I - IV	\$107 - 149	I - IV	\$105 - 152
Environmental Scientist/Engineer/Specialist/Operator		Senior Architect	
I - IV	\$97 - 135		\$188
GIS Specialist		Senior Interior Designer	
	\$135		\$175
Interior Designer		Senior Engineer, All Classifications	
I - IV	\$100 - 130		\$188
Land Surveyor		Equipment Expenses	
I - IV	\$100 - 149	Survey Grade GPS/Robotics	\$49
Land Surveying Technician		Mapping Grade GPS	\$16
I - IV	\$80 - 109	3D Laser Scanner	\$55
		Drone	\$110
		All-Terrain Vehicle	\$22
		Mileage is billed at the IRS allowable rate	
		Consultant subcontracts are billed at cost + 10%	



VICINITY MAP



LEGEND

PROJECT LOCATION



PROJECT:

2019 HMA Resurfacing Program

LOCATION:

Exhibit "A"

DRAWN BY: JDR

DATE: 7/19/2018

PROJECT NUMBER/NAME: 0510-003-2019

SHT. 1 of 1

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

4(g)6

DATE: July 23, 2018

ITEM:

Resolution - Approving Professional Services Agreement
2019 PCC Patching & Medians Program

FINANCIAL IMPACT:

The cost of the Professional Services Agreement associated with the design of this project is anticipated not to exceed \$89,500.00 for Basic Services. In addition, the cost for performing Resident Consultant Services will not exceed \$94,250.00. Should the cost for the professional services be projected to exceed the amounts set forth in the contract, staff would not authorize such expenditures without further approval by the City Council. All work will be billed on an hourly basis using the established hourly fee structure as set forth in the contract. All costs for these services can be paid from account no. 500.000.000.5250.495 with the ultimate funding intended to come from Road Use Tax.

BACKGROUND:

Approval of this action authorizes I+S Group, Inc. to perform the professional services necessary for the 2019 PCC Patching & Medians Program at various locations throughout the City. The areas that will be targeted are depicted on the attached vicinity map.

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

OUTSTANDING ISSUES: None.

RECOMMENDATION:

City Council Adopt:

- Resolution Approving Professional Services Agreement for 2019 PCC Patching & Medians Program.

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

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Services		
Date Reviewed	July 16, 2018		
Recommendation	Yes	No	Split

RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT

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

**2019 PCC Patching & Medians Program
Project No. 0510-002-2019**

and,

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

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

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

Basic Services of the Consultant	\$ 89,500.00
Resident Consultant Services	<u>\$ 94,250.00</u>
Total	\$183,750.00

therefore,

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

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

PASSED AND APPROVED on this 23rd day of July, 2018.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This Agreement is made and entered into this 23rd day of July, 2018, by and between the CITY OF WEST DES MOINES, a municipal corporation, hereinafter referred to as "City", and I+S Group, Inc. (ISG) (Fed. I.D. # 41-0995051), a professional corporation incorporated and licensed under the laws of the State of Iowa, party of the second part, hereinafter referred to as "Consultant" as follows:

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

1. SCOPE OF SERVICES

Services provided under this Agreement for the **2019 PCC Patching & Medians Program (Project No. 0510-002-2019)** shall be as further described in Attachment 1, Scope of Services.

2. SCHEDULE

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

3. COMPENSATION

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

I. Basic Services of the Consultant	\$89,500
II. Resident Consultant Services	<u>\$94,250</u>
Total	\$183,750

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

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

4. INSURANCE

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

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

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

5. NOTICE

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

FOR THE CITY:

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

FOR THE CONSULTANT:

Name: ISG
Attn: Nick Frederiksen, Project Manager
Address: 508 E. Locust St
City, State: Des Moines, IA 50309

6. GENERAL COMPLIANCE

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

7. STANDARD OF CARE

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

8. INDEPENDENT CONTRACTOR

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

9. NON-DISCRIMINATION

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

10. HOLD HARMLESS

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

11. ASSIGNMENT

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

12. APPROPRIATION OF FUNDS

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

13. AUTHORIZED AMENDMENTS TO AGREEMENT

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

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

14. OWNERSHIP OF CONSULTING DOCUMENTS

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

15. INTERPRETATION

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

16. COMPLIANCE WITH FEDERAL LAW

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

17. SOLICITATION AND PERFORMANCE

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

18. SUSPENSION AND TERMINATION OF AGREEMENT

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

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

19. TAXES

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

20. SEVERABILITY

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

21. MISCELLANEOUS HEADINGS

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

22. FURTHER ASSURANCES

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

23. COUNTERPARTS

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

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

I+S Group (ISG)
 BY: 
 Nick Frederiksen, Project Manager

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

ATTACHMENT 1

SCOPE OF SERVICES

Basic Services of the Consultant

- Field review and assessment of the streets to be identified by the City of West Des Moines staff for the 2019 PCC Patching and Medians. It is understood the total project budget, including Basic and Resident services, is \$1,300,000.
- Preparation of Specifications and Construction Documents per guidance provided by City of West Des Moines Engineering staff.
- Coordination and meetings with City Staff and other stakeholders as required. Assume 5 meetings.
- Preparation of bid notices, handling bidding inquiries, attending bid letting, reviewing bids and compiling bid tabulation, securing contracts and performance bond, obtaining certificates of insurance, coordinating with utilities.
- Consultant will schedule and lead a pre-construction meeting.

Resident Consultant Services

- Provide a Resident Project Representative (RPR) to City Staff in observing the progress and quality of work. The RPR will act as directed and by and under the supervision of the Engineer and City Staff and will confer with City Staff to identify any issues that develop during construction.
- For the purposes of this proposal it is assumed that the RPR will provide 29 hours of service per week during construction, and that construction will span 24 weeks.
- The RPR will assist the City and Contractor in providing proper notification to impacted businesses and residents.
- Construction administration and design interpretation during construction activities.
- Attend meetings with the contractor and City staff as requested, review shop drawings, prepare pay applications and any change orders, provide daily reports/log books of construction activities, prepare punch list, furnish periodic/bi-weekly reports to City staff and other action items required of the City as required.
- Maintain construction documentation and at the completion of the project will provide copies of all project documentation and as-builts to West Des Moines Engineering Staff.
- Provide a single point of contact for City staff to address construction concerns and inquiries from residents and track responses to City staff.

ATTACHMENT 2

PROJECT SCHEDULE

July 2018	Consultant Services Agreement presented to City Council for consideration
September 2018	Complete PCC Assessment
October 2018	Review PCC Assessment with City Staff for comment
November 2018	Submit 60% Specifications and Construction Documents to City Staff for review and comment.
December 2018	Submit 90% Specifications and Construction Documents to City Staff for review and comment.
January 2019	Bid Letting.
April 2019	Start of construction
December 2019	Project Completion

Attachment No. 3 2018 Standard Hourly Rates

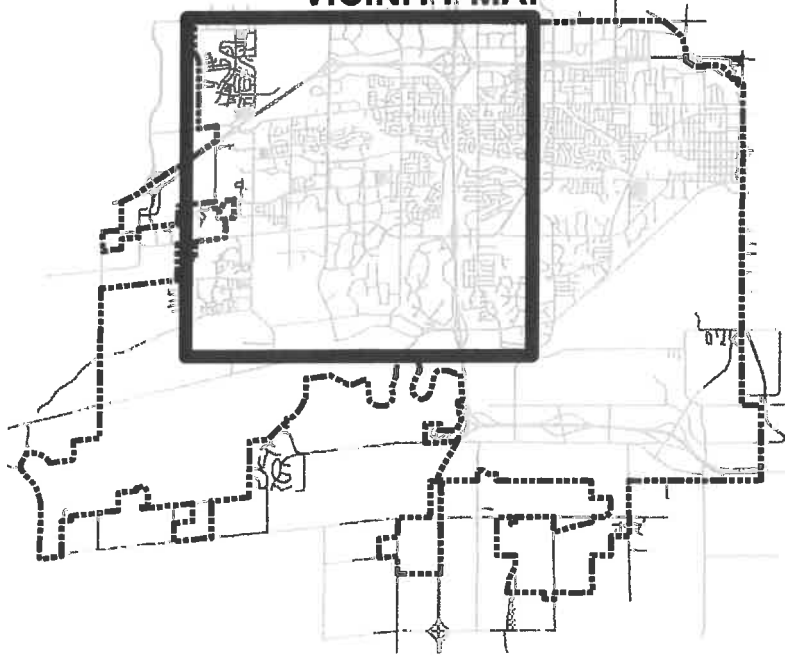
Rates effective as of January 1, 2018 and are subject to change on an annual basis.



EMPLOYEE TYPE	HOURLY RATE	EMPLOYEE TYPE	HOURLY RATE
<u>Support/Marketing/Development Professional</u>		<u>Landscape Architect</u>	
I - IV	\$58 - 149	I - IV	\$103 - 149
<u>Architect</u>		<u>Mechanical/Electrical Engineering Technician</u>	
I - IV	\$97 - 142	I - IV	\$87 - 149
<u>Architectural Technician</u>		<u>Mechanical Engineer</u>	
I - IV	\$87 - 116	I - IV	\$107 - 152
<u>Civil Engineer</u>		<u>Planner</u>	
I - IV	\$108 - 149	I - IV	\$99 - 135
<u>Civil Engineering Technician</u>		<u>Project Manager</u>	
I - IV	\$85 - 111	I - IV	\$109 - 140
<u>Electrical Engineer</u>		<u>Structural Engineer</u>	
I - IV	\$107 - 149	I - IV	\$105 - 152
<u>Environmental Scientist/Engineer/Specialist/Operator</u>		<u>Senior Architect</u>	
I - IV	\$97 - 135		\$188
<u>GIS Specialist</u>		<u>Senior Interior Designer</u>	
	\$135		\$175
<u>Interior Designer</u>		<u>Senior Engineer, All Classifications</u>	
I - IV	\$100 - 130		\$188
<u>Land Surveyor</u>		<u>Equipment Expenses</u>	
I - IV	\$100 - 149	Survey Grade GPS/Robotics	\$49
		Mapping Grade GPS	\$16
		3D Laser Scanner	\$55
		Drone	\$110
		All-Terrain Vehicle	\$22
		Mileage is billed at the IRS allowable rate	
		Consultant subcontracts are billed at cost +10%	
<u>Land Surveying Technician</u>			
I - IV	\$80 - 109		



VICINITY MAP



LEGEND

PROJECT LOCATION 



PROJECT:

2019 PCC Patching & Medians Program

LOCATION:

Exhibit "A"

DRAWN BY: JDR

DATE: 7/19/2018

PROJECT NUMBER/NAME: 0510-002-2019

SHT. 1 of 1

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

4(g)7

DATE: July 23, 2018

ITEM:

Resolution - Approving Professional Services Agreement
27th and Vine Culvert

FINANCIAL IMPACT:

The cost of the Professional Services Agreement associated with the design of this project is anticipated not to exceed \$65,000.00 for Basic Services. In addition, the cost for performing Resident Consultant Services will not exceed \$48,000.00. Should the cost for the professional services be projected to exceed the amounts set forth in the contract, staff would not authorize such expenditures without further approval by the City Council. All work will be billed on an hourly basis using the established hourly fee structure as set forth in the contract. All costs for these services can be paid from account no. 660.000.000.5250.495 with the ultimate funding intended to come from Stormwater Fee Revenue.

BACKGROUND:

Approval of this action authorizes Shive-Hattery, Inc. to perform the professional services necessary for the replacement and upsizing of an existing culvert along Fairmeadows Creek under 27th Street just south of Vine Street.

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

OUTSTANDING ISSUES: None.

RECOMMENDATION:

City Council Adopt:

- Resolution Approving Professional Services Agreement for 27th and Vine Culvert.

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

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Services		
Date Reviewed	July 16, 2018		
Recommendation	Yes	No	Split

RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT

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

**27th and Vine Culvert
Project No. 0510-045-2018**

and,

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

WHEREAS, Engineering Services Department staff have recommended Plans, Specifications, Form of Contract, and Estimate of Cost be prepared by Shive-Hattery, Inc., and,

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

Basic Services of the Consultant	\$ 65,000.00
Resident Consultant Services	<u>\$ 48,000.00</u>
Total	\$113,000.00

therefore,

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

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

PASSED AND APPROVED on this **23rd** day of **July, 2018**.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This Agreement is made and entered into this 23rd day July, 2018, by and between the CITY OF WEST DES MOINES, a municipal corporation, hereinafter referred to as "City", and SHIVE-HATTERY, INC., (Fed. I.D. #42-08770172), a professional corporation incorporated and licensed under the laws of the State of Iowa, party of the second part, hereinafter referred to as "Consultant" as follows:

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

1. SCOPE OF SERVICES

Services provided under this Agreement for the 27th and Vine Culvert (Project No. 0510-045-2018) shall be as further described in Attachment 1, Scope of Services.

2. SCHEDULE

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

3. COMPENSATION

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

I. Basic Services of the Consultant	\$ 65,000.00
II. Resident Consultant Services	\$ <u>48,000.00</u>

Total \$113,000.00

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

4. INSURANCE

- A. Consultant understands and agrees that Consultant shall have no right of coverage under any and all existing or future City comprehensive, self or personal injury policies. Consultant shall provide insurance coverage for and on behalf of Consultant that will sufficiently protect Consultant or Consultant' representative(s) in connection with the professional services which are to be provided by Consultant pursuant to this Agreement, including protection from claims for bodily injury, death, property damage, and lost income. Consultant shall provide worker's compensation insurance coverage for Consultant and all Consultant's personnel. Consultant shall file applicable insurance certificates with the City, and shall also provide evidence of the following additional coverage.
- B. The Consultant shall provide evidence of comprehensive general liability coverage and contractual liability insurance by an insurance company licensed to do business in the State of Iowa in the limits of at least \$1,000,000 each personal injury accident and/or death; \$1,000,000 general aggregate personal injury and/or death; and \$1,000,000 for each property damage accident. The evidence shall designate the City as an additional insured, and that it cannot be canceled or materially altered without giving the City at least thirty (30) days written notice by registered mail, return receipt requested.
- C. The Consultant shall also provide evidence of automobile liability coverage in the limits of at least \$1,000,000 bodily injury and property damage combined. The evidence shall designate the City as an additional insured, and that it cannot be cancelled or materially altered without giving the City at least thirty (30) days written notice by registered mail, return receipt requested.
- D. The Consultant shall provide evidence of professional liability insurance, by an insurance company licensed to do business in the State of Iowa, in the limit of \$1,000,000 for claims arising out of the professional liability of the Consultant. Consultant shall provide City written notice within five (5) days by registered mail, return receipt requested of the cancellation or material alteration of the professional liability policy.
- E. Failure of Consultant to maintain any of the insurance coverages set forth above shall constitute a material breach of this Agreement.

5. NOTICE

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

FOR THE CITY:

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

FOR THE CONSULTANT:

Name: Shive-Hattery, Inc.
Attn: Nathan T. Hardisty, P.E.
Address: 4125 Westown Parkway, Suite 100
City, State: West Des Moines, IA 50266

6. GENERAL COMPLIANCE

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

7. STANDARD OF CARE

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

8. INDEPENDENT CONTRACTOR

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

9. NON-DISCRIMINATION

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

10. HOLD HARMLESS

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

11. ASSIGNMENT

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

12. APPROPRIATION OF FUNDS

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

13. AUTHORIZED AMENDMENTS TO AGREEMENT

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

14. OWNERSHIP OF CONSULTING DOCUMENTS

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

15. INTERPRETATION

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

16. COMPLIANCE WITH FEDERAL LAW

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

17. SOLICITATION AND PERFORMANCE

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

18. SUSPENSION AND TERMINATION OF AGREEMENT

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

19. TAXES

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

20. SEVERABILITY

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

21. MISCELLANEOUS HEADINGS

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

22. FURTHER ASSURANCES

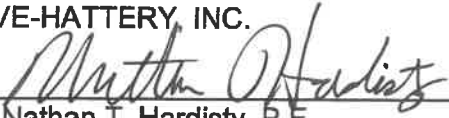
Each party hereby agrees to execute and deliver such additional instruments and documents and to take all such other action as the other party may reasonably request from time to time in order to effect the provisions and purposes of this Agreement.

23. COUNTERPARTS

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

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

SHIVE-HATTERY, INC.

BY: 
Nathan T. Hardisty, P.E.

CITY OF WEST DES MOINES

BY: _____
Ryan T. Jacobson, City Clerk

ATTACHMENT 1
27th and Vine Culvert
Project Number 0510-045-2018

SCOPE OF SERVICES

DIVISION I - BASIC SERVICES OF THE CONSULTANT

The Consultant shall consult on a regular basis with the City to clarify and define the City's requirements. The City agrees to furnish to the Consultant full information with respect to the City's requirements, including any special or extraordinary considerations for the Project or special services needed, and also to make available pertinent existing data. The 27th St and Vine Street Culvert Replacement project is generally described as follows:

Surveys and Mapping, Preliminary Design, Coordination with adjacent projects and studies, Final Plans and Specifications, Bidding, Construction Administration and Resident Consulting Services for the construction of 27th St and Vine Street culvert replacement.

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

- A drainage study is being completed by others to determine the appropriate size for the culvert.
- The size of the culvert to be approximately 14'x6' based on the preliminary results of the study being completed by others.

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

1. Project Management

The Project Manager will manage the budget and schedule for the project, serve as the point of contact for City staff, be responsible for coordinating all work done by the design team, and shall provide the City with bi-weekly progress reports.

2. Surveys and Mapping

The Consultant shall perform field and office tasks required to collect topographic data, and right-of-way information deemed necessary to complete the project.

- Conduct field surveys to obtain topographic data, ground elevations, and cross sections required for the development of the project and to supplement the existing mapping available from the City.
- Contact the various utility companies and collect available information on underground utility locations and incorporate such available utility information into the base mapping of the project. Utilities to be researched include sanitary sewer, storm sewer, electric, gas, water, telephone, cable vision, and fiber optic lines.
- Research City, County, and State Records to establish locations of property lines, right-of-way lines, and property ownership for the properties affected by the project and incorporate this data into the base mapping of the project. Title Certificates shall be ordered.

3. Preliminary Design

The Consultant will perform preliminary design services in the preparation of design plans and specifications depicting the proposed grading, drainage, paving, signing, utilities, and other features of the project. Preliminary Design to include the following

- Title and General Information Sheets (A Sheets)
- Preliminary Pavement Removal & Replacement Sheets (D Sheets)
- Preliminary Staging Sheets (J Sheets)
- Preliminary Storm Drainage Design (M Sheets)
- Preliminary Culvert Type, Size, and Location (V Sheets)
- Determination of appropriate energy dissipation method if required at the outlet of the culvert
- Opinion of Probable Construction Cost
- Meetings as required for completion of the project
- Acquisition Plats, if necessary
- Identification of any bat habitat.
- Geotechnical Investigation, if necessary.
- Necessary Permitting

4. Final Plans and Specifications

Based upon approved preliminary design, the Consultant shall subsequently proceed with final design, contract drawings, specifications, and an opinion of probable construction costs for the award of a single Contract for the construction of the proposed improvements. Final Plans and Specifications to include the following:

- Title and General Information Sheets (A Sheets)
- Typical Cross Sections, if required (B Sheets)
- Estimate of Quantities and Tabulations (C Sheets)
- Plan and Profile Sheets (D Sheets)
- Reference Ties and Bench Marks (G Sheets)
- Traffic Control and Staging (J Sheets)
- Paving Geometrics (L Sheets)
- Storm Drainage Design (M Sheets)
- Pavement Marking and Signage, if required (N Sheets)
- Sidewalk Plans, if required (S Sheets)
- Energy dissipation and construction details (U Sheets)
- Culvert Type, Size, and Location and detailed plans (V Sheets)
- Detailed Cross Sections, if required (W Sheets)
- Opinion of Probable Cost
- Meetings as required for completion of the project

5. Bidding

The Consultant will coordinate and manage the letting process for the project including printing of plans and specifications, preparing the formal Notice of Hearing and Letting, and plan clarification and addenda. The Consultant will attend the bid opening, prepare the bid tabulation, make recommendation of award of contract, and secure the necessary contractual documents. The Consultant will conduct a pre-construction meeting after the award of construction contract for the City's Contractor, subcontractors, utility companies, and other interested parties.

DIVISION II - Resident Consulting Services

6. Construction Administration

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

- Review shop drawings, samples, and other data which the Contractor is required to submit.
- Provide visits to the site at intervals appropriate to the various stages of construction as the Consultant deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of the Contractor's work.
- Issue necessary interpretations and clarifications of the Plans, and in connection therewith, prepare change orders as required.
- Prepare construction record drawings defining the actual location of improvements and fixtures and showing those changes made during construction, based on the marked-up drawings and other data furnished by the Contractor and the Resident Construction Observer.

7. Resident Construction Observation

Work to be performed under this phase of the Project shall include frequent resident observation of the construction work in addition to that included under construction administration. The Consultant shall determine the amounts owing to the Contractor and recommend, in writing, payments to the Contractor in such amounts. Resident Consulting Services are assumed to extend for ten (10) weeks of active construction, and a maximum of 300 hours of construction observation.

This phase consists of fresh concrete testing, advising the contractor of other field-testing of construction materials incorporated into the project by the City's independent testing consultant. Also included is observing the performance of construction work and advising the Contractor and the City of non-complying work or materials incorporated into the project.

ADDITIONAL SERVICES NOT INCLUDED IN THIS CONTRACT

Additional Services not included as part of this Scope. If authorized, under a supplemental agreement, the Consultant shall furnish or obtain from others the following services:

1. Real Estate Acquisition Services
2. Preparation of Environmental Documentation CE/EA/EIS
3. Contaminated Soils Investigations
4. Traffic Signal Design
5. Retaining wall design
6. Bridge Design
7. Street Lighting Circuit Design
8. Streetscape Design
9. Subsurface Utility Investigations
10. Construction Surveys
11. Construction Period Testing Services other than fresh concrete testing

ATTACHMENT 2
27th and Vine Culvert
Project Number 0510-045-2018

PROJECT SCHEDULE

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

I. Basic Services of the Consultant

A. Authorization to Proceed	July 2018
B. Preliminary Survey and Mapping	August - September 2018
C. Preliminary Plans	September 2018
D. Right of Way and Easements	September - October 2018
E. Submit Preliminary Cost Opinion	October 2018
F. Final Plans	December 31, 2018
G. Project Letting	February - March 2019
H. Construction Administration	May- August 2019

II. Resident Consultant Services

May - August 2019

ATTACHMENT 3
 27th and Vine Culvert
 Project Number 0510-045-2018

SCHEDULE OF FEES
STANDARD HOURLY FEE SCHEDULE
Effective January 1, 2018 to December 31, 2018

PROFESSIONAL STAFF:

Grade 1	\$ 86.00
Grade 2	\$103.00
Grade 3	\$116.00
Grade 4	\$130.00
Grade 5	\$142.00
Grade 6	\$155.00
Grade 7	\$168.00
Grade 8	\$185.00
Grade 9	\$202.00

TECHNICAL STAFF:

Grade 1	\$ 60.00
Grade 2	\$ 74.00
Grade 3	\$ 83.00
Grade 4	\$ 91.00
Grade 5	\$103.00
Grade 6	\$116.00
Grade 7	\$130.00

ADMIN STAFF: \$ 59.00

SURVEY STAFF:

One Person	\$122.00
Two Person	\$187.00
Scanning Surveyor	\$150.00
Surveyor with 2 scanners	\$200.00

REIMBURSABLE EXPENSES:

TRAVEL

Mileage- Car/Truck	\$0.53/ Mile
Mileage- Survey Trucks	\$0.63/ Mile

IN-HOUSE SERVICES

Prints/Plots:

Bond	\$.30/Sq. Ft.
Mylar	\$.75/Sq. Ft.
Photogloss	\$.90/Sq. Ft.
Color Bond	\$.60/Sq. Ft.
Foam Core Mounting	\$ 13.00

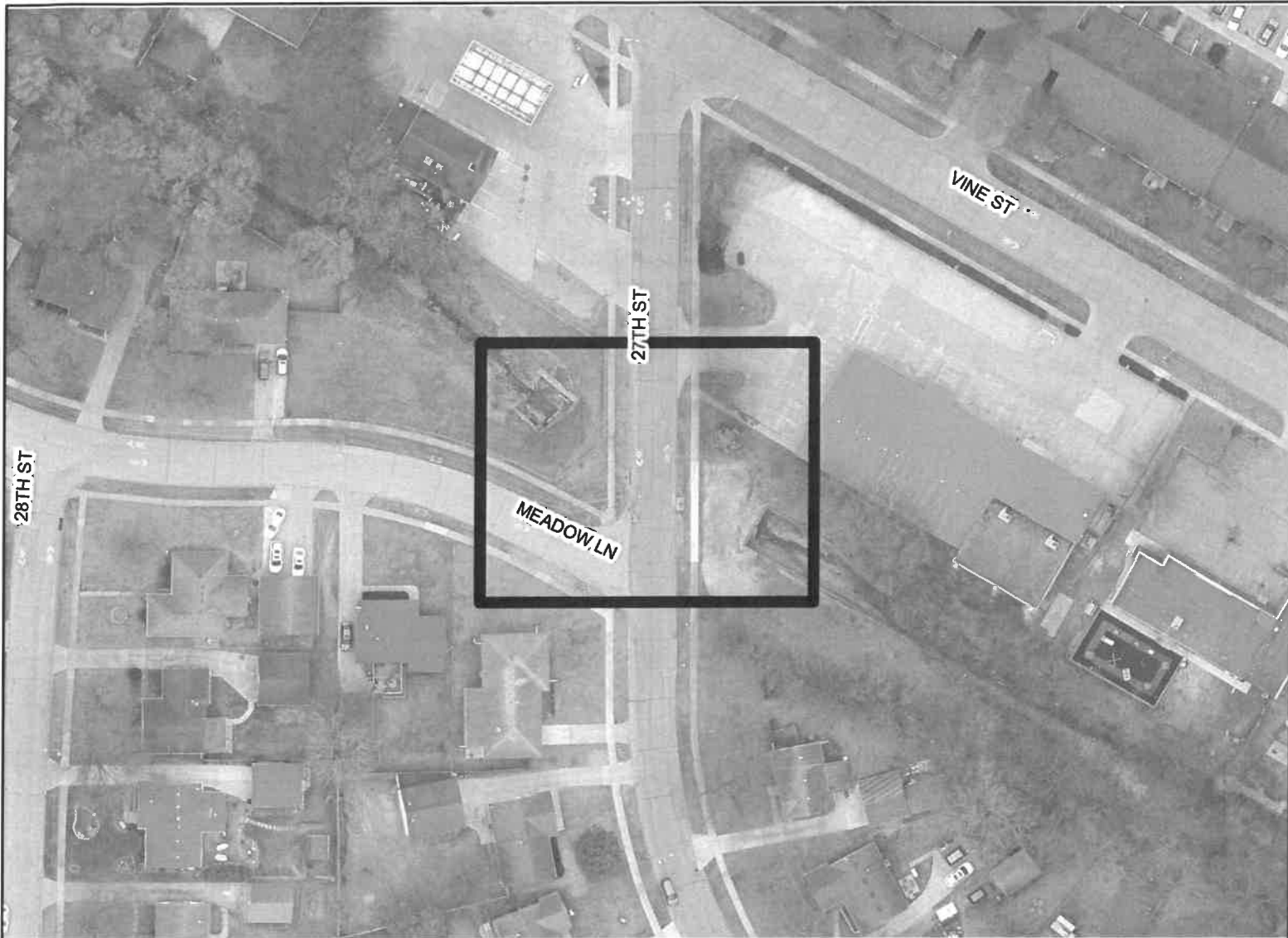
OUTSIDE SERVICES

Computer Services	Cost + 10%
Aerial Photogrammetry	Cost + 10%
Professional Services	Cost + 10%
Prints/Plots/Photos	Cost + 10%
Deliveries	Cost + 10%

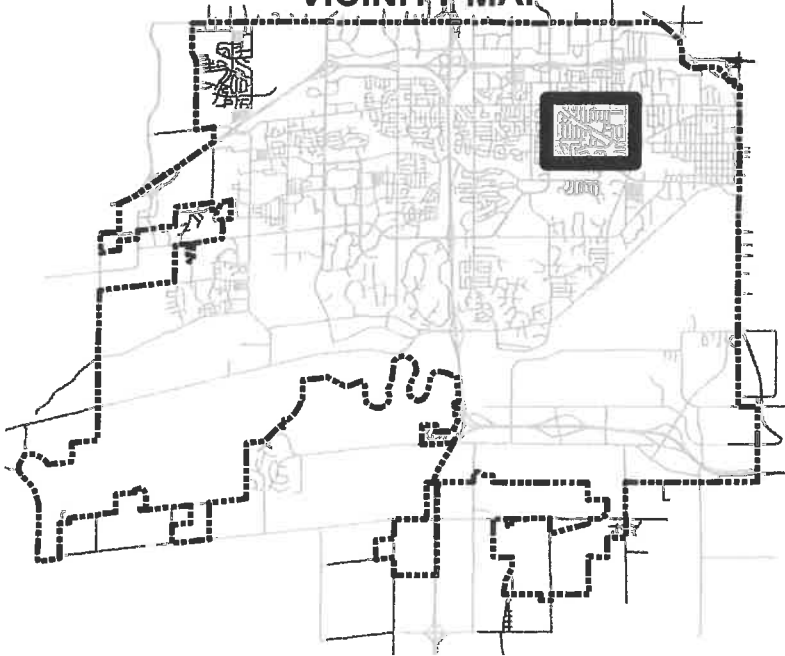
Color Prints:

Letter Size	\$ 1.00
Legal Size	\$ 2.00

An annual 4% inflation adjustment is anticipated for work completed beyond 2018.



VICINITY MAP



LEGEND

PROJECT LOCATION



PROJECT:

27th and Vine Culvert

LOCATION:

Exhibit "A"

DRAWN BY: JDR

DATE: 7/16/2018

PROJECT NUMBER/NAME: 0510-045-2018

SHT. 1 of 1

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

4(g)8

DATE: July 23, 2018

ITEM:

Resolution - Approving Professional Services Agreement
Intersection Improvements – Jordan Creek Parkway and Ashworth Road

FINANCIAL IMPACT:

The cost of the Professional Services Agreement associated with the design of this project is anticipated not to exceed \$38,500.00 for Basic Services. In addition, the cost for performing Resident Consultant Services will not exceed \$16,500.00. Should the cost for the professional services be projected to exceed the amounts set forth in the contract, staff would not authorize such expenditures without further approval by the City Council. All work will be billed on an hourly basis using the established hourly fee structure as set forth in the contract. All costs for these services can be paid from account no. 500.000.000.5250.495 with the ultimate funding intended to come from General Obligation Bonds.

BACKGROUND:

Approval of this action authorizes McClure Engineering Company to perform the professional services necessary for the construction of a southbound right-turn lane on Jordan Creek Parkway at Ashworth Road to improve traffic congestion. The project will include a sidewalk connection through the railroad right-of-way and traffic signal modifications.

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

OUTSTANDING ISSUES: None.

RECOMMENDATION:

City Council Adopt:

- Resolution Approving Professional Services Agreement for Intersection Improvements – Jordan Creek Parkway and Ashworth Road.

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

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Services		
Date Reviewed	July 16, 2018		
Recommendation	Yes	No	Split

RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT

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

**Intersection Improvements – Jordan Creek Parkway and Ashworth Road
Project No. 0510-052-2018**

and,

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

WHEREAS, Engineering Services Department staff have recommended Plans, Specifications, Form of Contract, and Estimate of Cost be prepared by McClure Engineering Company, and,

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

Basic Services of the Consultant	\$38,500.00
Resident Consultant Services	<u>\$16,500.00</u>
Total	\$55,000.00

therefore,

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

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

PASSED AND APPROVED on this 23rd day of July, 2018.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This Agreement is made and entered into this 23rd day of July, 2018, by and between the CITY OF WEST DES MOINES, a municipal corporation, hereinafter referred to as "City", and McClure Engineering Company, Clive, Iowa, (Fed. I.D. #42-0982931) 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 Jordan Creek Parkway & Ashworth Intersection Improvements (Project No. 0510-052-2018) shall be as further described in Attachment 1, Scope of Services.

2. SCHEDULE

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

3. COMPENSATION

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

I. Basic Services of the Consultant	\$ 38,500.00
II. Resident Consultant Services	<u>\$ 16,500.00</u>
Total	\$ 55,000.00

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

4. INSURANCE

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

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

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

5. NOTICE

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

FOR THE CITY:

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

FOR THE CONSULTANT:

Name: McClure Engineering Company
Attn: Tom Stovie, Project Manager
Address: 1360 NW 121st Street, Suite A
City, State: Clive, IA 50325

6. GENERAL COMPLIANCE

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

7. STANDARD OF CARE

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

8. INDEPENDENT CONTRACTOR

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

9. NON-DISCRIMINATION

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

10. HOLD HARMLESS

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

11. ASSIGNMENT

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

12. APPROPRIATION OF FUNDS

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

13. AUTHORIZED AMENDMENTS TO AGREEMENT

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

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

14. OWNERSHIP OF CONSULTING DOCUMENTS

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

15. INTERPRETATION

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

16. COMPLIANCE WITH FEDERAL LAW

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

17. SOLICITATION AND PERFORMANCE

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

18. SUSPENSION AND TERMINATION OF AGREEMENT

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

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

19. TAXES

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

20. SEVERABILITY

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

21. MISCELLANEOUS HEADINGS

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

22. FURTHER ASSURANCES

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

23. COUNTERPARTS

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

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

MCCLURE ENGINEERING COMPANY

CITY OF WEST DES MOINES

BY: 

BY: _____

Tom Stovie, Project Manager

Ryan T. Jacobson, City Clerk

Project No.: WDM 20618032
 Project Name: Jordan Creek Parkway & Ashworth Intersection Improvements
 Project Manager: Tom Stovie

ATTACHMENT 1 ROADWAY IMPROVEMENTS Scope of Services

Jordan Creek Parkway & Ashworth
 Intersection Improvements
 City Proj. No. 0510-052-2018

Project Description: Design and construction phase services for intersection improvements at the intersection of Jordan Creek Parkway and Ashworth Road. Improvements include adding a 175 foot right turn lane and taper for south bound traffic on Jordan Creek Parkway at Ashworth Road. The project will extend through the Union Pacific Right of Way and will require construction permits. Permit fees for the Union Pacific Railroad will be reimbursed by the City.

Additional work includes relocation of storm sewer intakes, coordination with utilities, adding sidewalk through the Union Pacific Right of Way and reconstruction of ADA ramps at the intersection of Jordan Creek Parkway and Ashworth Road.

1. The Engineer shall provide the services marked "included" as follows:

ITEM	INCLUDED	NOT INCLUDED
SECTION 1. DESIGN PHASE SERVICES		
1.01 Design Concepts/Preliminary Planning		
1. Information Gathering	<input checked="" type="checkbox"/>	<input type="checkbox"/>
• Current Aerial Photos	<input checked="" type="checkbox"/>	<input type="checkbox"/>
• Field Investigation	<input checked="" type="checkbox"/>	<input type="checkbox"/>
• Corridor Research	<input type="checkbox"/>	<input type="checkbox"/>
2. Design Concepts	<input checked="" type="checkbox"/>	<input type="checkbox"/>
• Location/Design Concept Drawing(s)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
• Geometric Configuration	<input type="checkbox"/>	<input checked="" type="checkbox"/>
• Presentation Graphics	<input type="checkbox"/>	<input type="checkbox"/>
3. Preliminary Opinion of Probable Costs	<input checked="" type="checkbox"/>	<input type="checkbox"/>
• Cost Estimates for each Design Concept	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. Funding Options	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. Meetings	<input checked="" type="checkbox"/>	<input type="checkbox"/>
• Staff/Council Meetings	<input type="checkbox"/>	<input type="checkbox"/>
1.02 Preliminary Design		
1. Conduct Project Kickoff Meeting with Owner.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Field Walk-thru with OWNER to review existing conditions drawings	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Confirm Scope, Extent and Character of the Project:		
▪ Final Design Criteria	<input checked="" type="checkbox"/>	<input type="checkbox"/>
▪ Field Surveys to Determine Existing Conditions	<input checked="" type="checkbox"/>	<input type="checkbox"/>
▪ Develop Construction Item List	<input checked="" type="checkbox"/>	<input type="checkbox"/>
▪ Review Project Questions and Issues	<input checked="" type="checkbox"/>	<input type="checkbox"/>
▪ Building Layouts	<input checked="" type="checkbox"/>	<input type="checkbox"/>
▪ Operation and Maintenance Concepts	<input type="checkbox"/>	<input checked="" type="checkbox"/>
▪ Utility Requirements	<input type="checkbox"/>	<input checked="" type="checkbox"/>
▪ Site Plans	<input checked="" type="checkbox"/>	<input type="checkbox"/>
▪ Coordinate with Union Pacific Railroad	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Topographic Survey	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Prepare Revised "Opinion of Probable Costs".	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Conduct Meeting with Owner to Review Preliminary Design.	<input checked="" type="checkbox"/>	<input type="checkbox"/>

(Effective 11/02/11)

ITEM		INCLUDED	NOT INCLUDED
1.03	Final Design 1. Prepare final project drawings. 2. Prepare final project specifications. 3. Prepare written applications for permits for construction from Union Pacific Railroad and other agencies. 4. Prepare revised Opinion of Probable Cost based on final drawings and specifications. 5. Prepare Contract Agreement Form, General Conditions, Supplementary Conditions, Bid Forms, Invitation to Bidders and Instructions to Bidders. 6. Review 70% and 100% Final Design with the Owner (2-Meetings) 7. Furnish 5 copies of above documents and review them in person with the OWNER.	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
1.04	Permits Coordination 1. Department of Transportation Entrance Permits 2. Department of Transportation Utility Accommodation Permits 3. Department of Transportation Work in Right-of-Way Permits 4. Department of Natural Resources Water Supply Construction Permits 5. Department of Natural Resources Sanitary Sewer Construction Permits 6. Union Pacific Railroad Construction Permits 7. Prepare Storm Water Pollution Prevention Plan (SWPPP) 8. Apply for NPDES Permit from DNR (Contractor will be operator listed on permit) • Engineer will not be liable for fines arising from noncompliance with SWPPP. • The Owner shall be the Permit holder and shall pay for all costs associated with permit application.	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
1.05	Acquisition Plats 1. Prepare acquisition Plats 2. Prepare Preliminary / Final Plats for Property 3. Prepare Easement Exhibits 4. Prepare Acquisition / Easement Legal descriptions. 5. Place property corners/legal survey. 6. Public Right-of-Way meeting.	<input checked="" type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/>
1.06	Advertising, Bidding, Contract Award 1. Assist OWNER in advertising for and obtaining bids. 2. Conduct prebid conference at OWNER'S location. 3. Provide drawings, specifications, contract documents and bid documents to prospective bidders. 4. Issue addenda to interpret or clarify bid documents. 5. Review prebid submittals from bidders. 6. Attend bid opening (at OWNER location), prepare Bid Tabulation. 7. Review bidder's qualifications, bids, and other documents and make recommendation for award of contract. 8. Attend one (1) meeting to present Bids to OWNER.	<input checked="" type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	<input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
SECTION 2. VALUE ADDED SERVICES			
2.01	Rights-of-Way Negotiations 1. Assist the Owner in coordinating the Request for Proposal to Appraisal Firms / Review Proposals / Recommendation for Award 2. Coordinate the Work of the Appraisal Firm (geotechnical firm will invoice Owner directly).Public Right-of-Way meeting. 3. Assist City with Right-of-Way negotiations with property owners.	<input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>
2.02	Geotechnical Report, Wetland Delineation and Mitigation 1. Subcontract with a qualified Geotechnical Engineer to perform soil borings, lab tests and pavement design. 2. Coordinate the Work of the Geotechnical Engineer. 3. Subcontract with a qualified Environmental Engineer to perform bat habitat, wetland delineation and mitigation. 4. Coordinate the Work of the Environmental Engineer.	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>
2.03	Storm Water Pollution Prevention Plan Observation (SWPPP) 1. Perform Weekly On-Site Observations of construction site and provide written reports to Owner. 2. Storm Water Pollution Prevention Plan Services shall end not more than 1-year from the date this Agreement is originally signed.	<input type="checkbox"/> <input type="checkbox"/>	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>
2.04	Assessments 1. Prepare Preliminary Assessment Plats and Schedules. 2. Prepare information necessary to prepare legal proceedings for the Preliminary and Final Assessments. • Preliminary Estimate of Probable Costs. • Areas to be Assessed. • Kinds, Sizes and Quantities of Project. • Beginning and Ending Points of Project. • Assessment Plats and Schedules. • Final Project Cost. • Statement of Completion. 3. Conduct Hearing on Resolution of Necessity. 4. Prepare Final Assessment Plats and Schedules and furnish three copies to the OWNER	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>

(Effective 11/02/11)

ITEM		INCLUDED	NOT INCLUDED
2.06	Record Drawings 1. As-Built Record Drawings. 2. Provide Owner Hard Copies of As-Built Record Drawings. 3. Provide Owner Electronic Copies of As-Built Record Drawings.	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
2.07	Additional Meetings 1. Special Meetings with Council/Staff 2. Public Information Meeting. 3. One-on-One Meetings with Property Owners for Right of Way. 4. Pre-Construction photos/videos to document existing conditions. 5. Negotiations for Right-of-Way. 6. Bi-Weekly Status Reports submitted to the City with action items required of the City.	<input checked="" type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	<input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
2.08	Color Presentation Exhibits 1. Prepare color presentation exhibits of the project for use at public meeting and marketing a. 24" x 36" b. 11" x 17" c. 8.5" x 11" d. Electronic Copy on CD	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2.09	Streetlight Design 1. Prepare Streetlight Design from Jordan Creek Parkway to 98 th Street	<input type="checkbox"/>	<input checked="" type="checkbox"/>
SECTION 3. CONSTRUCTION PHASE SERVICES			
3.01	Construction Administration 1. Provide general administration of construction contract as OWNER'S representative. 2. Visit site of construction at appropriate stages of construction to observe the Contractors work. 3. Issue interpretations and clarifications of contract documents. 4. Review shop drawings. 5. Act as initial interpreter of the requirements of the contract documents. 6. Review and process Contractor's application for payment. 7. Conduct monthly Progress Meetings.	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
3.02	Construction Staking 1. Establish Field Construction Controls 2. Set Control Points	<input type="checkbox"/> <input type="checkbox"/>	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>
3.03	Resident Project Representative 1. Provide a Resident Project Representative to be on site during construction.	<input checked="" type="checkbox"/>	<input type="checkbox"/>

(Effective 11/02/11)

**Attachment 2
Project Milestone Schedule
Jordan Creek Parkway & Ashworth
Intersection Improvements
West Des Moines, Iowa
MEC #20618032**



Project Schedule:

Client Approve Contract	July 23, 2018
Topo Survey Complete	August 13, 2018
Initial Submittal to Union Pacific Railroad	August 31, 2018
Submit Acquisition Plats, Permanent/Temporary Easements to City (if Necessary)	September 14, 2018
Check Plans Complete	November 30, 2018
Final Plans Complete	January 15, 2019
Property Acquisition Complete (if Necessary)	January 15, 2019
Plans Available to Contractors	January 28, 2019
Project Letting	February 20, 2019
City Council Award Project	February 25, 2019
Begin Construction	May 1, 2019
Construction Complete	June 30, 2019

Project No.: WDM 20618032
Project Name: Jordan Creek Parkway & Ashworth Intersection Improvements
Project Manager: Tom Stovie

ATTACHMENT 3
ROADWAY IMPROVEMENTS
Scope of Services

Jordan Creek Parkway & Ashworth
Intersection Improvements
City Proj. No. 0510-052-2018

1. Payment to the **Engineer** shall be made on a monthly basis, within 30 days of invoice for work completed to date, as per the following basis:

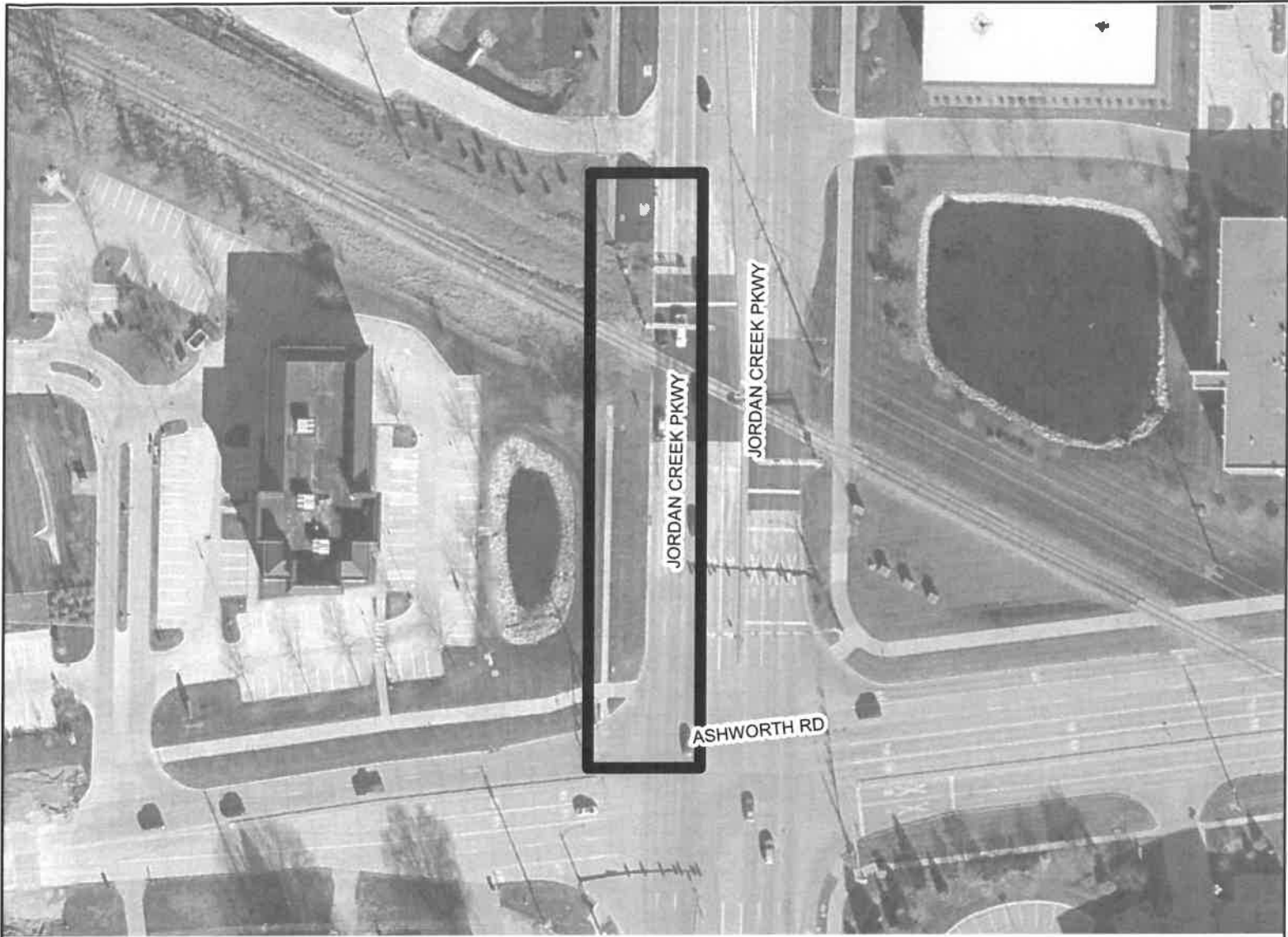
	<u>Fixed Fee or T&M</u>
Section 1 & 2 – Design and Value Added Services	\$38,500.00
Section 3 – Construction Phase Services	\$16,500.00
<u>Total Contract</u>	<u>\$55,000.00</u>

* T&M = Time and Materials TBD = To Be Determined NA = Not Applicable

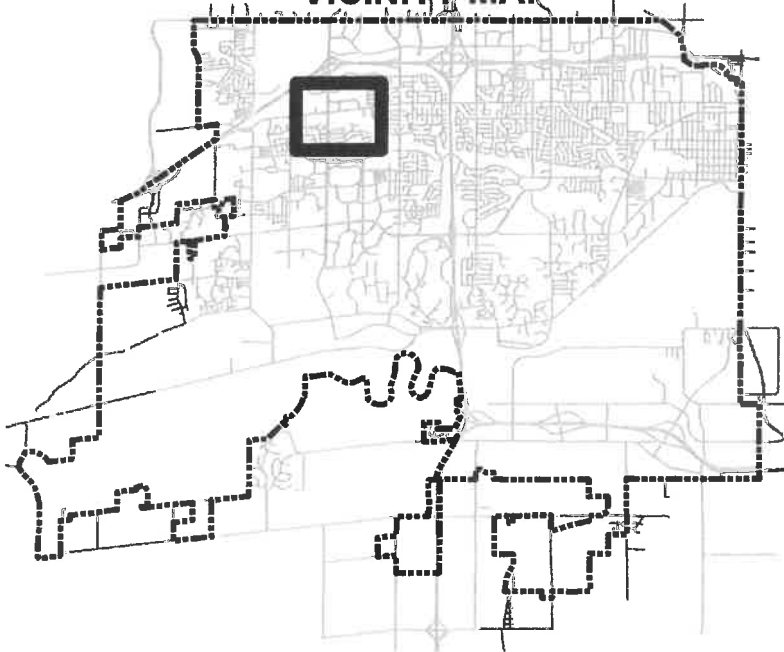
(Effective 11/02/11)

EXHIBIT 'A'
 McCLURE ENGINEERING COMPANY
 HOURLY RATE SCHEDULE
 (Effective through December 31, 2018)

<u>PERSONNEL</u>	<u>HOURLY RATE</u>
Administrative	\$70.00
Client Liaison	\$180.00
Engineer I	\$100.00
Engineer II	\$130.00
Engineer III	\$160.00
Engineer IV	\$195.00
Project Manager I	\$160.00
Project Manager II	\$180.00
Principal	\$210.00
Senior Principal	\$265.00
Community Planner I	\$125.00
Community Planner II	\$150.00
Engineering Tech I	\$80.00
Engineering Tech II	\$95.00
Engineering Tech III	\$110.00
Engineering Tech IV	\$145.00
Land Surveyor I	\$120.00
Land Surveyor II	\$150.00
On-Site Representative I (OSR I)	\$95.00
On-Site Representative II (OSR II)	\$135.00
Crew Chief (CC)	\$110.00
Crew Member (CM)	\$80.00
Intern	\$65.00
Survey Crew	\$190.00
 <u>EQUIPMENT</u>	
3D Scanner per Scan	\$30.00
UAV per Flight	\$125.00



VICINITY MAP



LEGEND

PROJECT LOCATION



PROJECT: **Intersection Improvements - Jordan Creek Pkwy & Ashworth Rd**

LOCATION: **Exhibit "A"**

DRAWN BY: JDR

DATE: 7/16/2018

PROJECT NUMBER/NAME: 0510-052-2018

SHT. 1 of 1

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

DATE: July 23, 2018

ITEM:

Resolution - Establishing Public Hearing
Regarding the Final Design, Site Selection and Consideration of Acquiring Agricultural Property
Ashworth Road Reconstruction – I-80 Bridge to 98th Street

FINANCIAL IMPACT:

None at this time.

BACKGROUND:

State law requires a public hearing prior to the authorization for acquisition of agricultural property necessary for a public improvement project. A Public Hearing should be scheduled for 5:35 p.m. on August 20, 2018.

A copy of the notice that will be mailed to property owners is included in the packet.

OUTSTANDING ISSUES:

None.

RECOMMENDATION:

City Council Adopt:

- Resolution Establishing Public Hearing Regarding the Final Design, Site Selection and Consideration of Acquiring Agricultural Property
- Ordering the City Clerk to publish the notice of intent to commence a Public Improvements project and to Acquire Agricultural Land

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

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Services		
Date Reviewed	July 16, 2018		
Recommendation	Yes	No	Split

**RESOLUTION ESTABLISHING PUBLIC HEARING REGARDING THE FINAL DESIGN,
SITE SELECTION AND CONSIDERATION OF ACQUIRING AGRICULTURAL
PROPERTY**

**ASHWORTH ROAD RECONSTRUCTION – I-80 TO 98TH STREET
PROJECT NO. 0510-074-2017**

WHEREAS, the City of West Des Moines is initiating the construction of above named project (hereinafter “Project”) which will include the acquisition of private property necessary for the location, construction and operation of street improvements;

WHEREAS, the acquisition of private property necessary for the Project includes agricultural property; and

WHEREAS, Code of Iowa Section 6B.2A requires a municipality to hold a public hearing to receive input regarding the final design and site selection for a public improvement project in which agricultural property will be acquired; and

WHEREAS, pursuant to state code it is necessary to set a public hearing date and provide written and published notice regarding the public hearing to each owner and contract purchaser of agricultural property which may be the subject of acquisition for the Project; and

WHEREAS, the City has established a public hearing date to receive public input regarding the general nature of the Project, determine the source of funding for the Project, review the site-specific design and location of the Project and determine if the acquisition of agricultural property, through voluntary purchase or condemnation, is for a public purpose and necessary for completion of the Project.

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

1. A public hearing time and date of 5:35 p.m. on August 20, 2018 is established to consider the Project.
2. Pursuant to Code of Iowa Section 6B.2A, written and published notice of the public hearing shall be made to each owner and contract purchaser of agricultural property which may be needed for construction of the Project.
3. The City Clerk is ordered to publish said notice of public hearing and provide written notice to affected property owners and contract purchaser.

PASSED AND ADOPTED on this **23rd** day of **July, 2018**.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

**NOTICE OF INTENT TO COMMENCE A PUBLIC IMPROVEMENT PROJECT
AND TO ACQUIRE AGRICULTURAL LAND FOR THE PROJECT**

**ASHWORTH ROAD RECONSTRUCTION – I-80 TO 98TH STREET
PROJECT NO. 0510-074-2017**

All or a portion of the property as shown on the Parcel Location Map attached hereto as Exhibit "A".

TO: Owners and Parties in Possession

Under the provisions of Chapter 6B of the Iowa Code, a governmental body which proposes to acquire agricultural land under power of eminent domain for a public improvement project is required to give notice of intent to commence the project to all owners of such agricultural land whose properties may be acquired in whole or in part for the project (see Iowa Code §§ 6A.21(a) and 6B.2A)

1. DESCRIPTION OF THE PROJECT.

NOTICE IS HEREBY GIVEN to the above identified owners of agricultural land that the City Council of the City of West Des Moines, Iowa will consider authorizing the commencement of a project to acquire property and property interests for the construction of street improvements which will comprise the Ashworth Road Reconstruction Project from I-80 to 98th Street.

2. PRIVATE PROPERTY MAY BE ACQUIRED BY PURCHASE OR CONDEMNATION.

If the above described project and/or acquisition of property is approved by the City Council, the City will be required to acquire property for the project improvements. Upon review of Dallas County property records, it appears that agricultural land and property interests owned by the above identified persons/entities may have to be acquired in whole or in part for the Project. The City will attempt to purchase the required agricultural land and/or property interests by good faith negotiations, and it may condemn those properties which it is unable to purchase. The proposed location of the above described public improvement is shown on a conceptual drawing of the Project which is now on file in the office of the City Clerk and available for public inspection.

3. CITY PROCESS TO DECIDE TO PROCEED WITH THE PROJECT AND TO ACQUIRE PROPERTY; CITY COUNCIL ACTION REQUIRED TO PROCEED WITH PROJECT; OPPORTUNITY FOR PUBLIC INPUT.

In making the decision to proceed with the Project and to authorize the acquisition of property and property interests, the City Council will hold a public hearing, giving persons interested in the proposed Project the opportunity to present their views, including the proposed acquisition of property. The public hearing will be held during the City Council's regularly scheduled meeting on **the 20th day of August, 2018 in the City Council Chambers, City Hall, 4200 Mills Civic Parkway, West Des Moines, Iowa, commencing at 5:35 p.m.** In order for the City to proceed, the City Council will be required to consider and approve the Project and authorize acquisition of private property by Council resolution following the public hearing.

If the Project is approved, an appraiser retained by the City will determine the compensation to be paid for property or property interests that are needed for the Project. The City will offer no less than the appraised fair market value and will attempt to purchase only the needed property by good faith

negotiations. If the City is unable to acquire property needed for the Project by negotiation, the City will acquire the property by condemnation.

4. CONTACT PERSON.

Further information regarding this proposed public improvement project or its impact on the properties identified above may be obtained by contacting **Brian Hemesath, West Des Moines City Engineer, 4200 Mills Civic Parkway, West Des Moines, Iowa 50265, or by telephone at (515) 222-3475.**

5. STATEMENT OF RIGHTS.

Just as the law grants certain entities the right to acquire private property, you as the owner of property have certain rights. You have the right to:

- a. Receive just compensation for the taking of property. (Iowa Const., Article 1, Section 18)
- b. An offer to purchase which may not be less than the lowest appraisal of the fair market value of the property. (Iowa Code §§ 6B.45, 6B.54)
- c. Receive a copy of the appraisal, if an appraisal is required, upon which the acquiring agency's determination of just compensation is based, not less than ten (10) days before being contacted by the acquiring agency's acquisition agent. (Iowa Code §6B.45)
- d. When an appraisal is required, an opportunity to accompany at least one appraiser of the acquiring agency who appraises your property. (Iowa Code §6B.54)
- e. Participate in good faith negotiations with the acquiring agency before the acquiring agency begins condemnation proceedings. (Iowa Code §6B.3(l))
- f. If you cannot agree on a purchase price with the acquiring agency, a determination of just compensation by an impartial compensation commission and the right to appeal its award to district court. (Iowa Code §§ 6B.4, 6B.7, and 6B.18)
- g. A review by the compensation commission of the necessity for the condemnation if your property is agricultural land being condemned for industry. (Iowa Code § 6B.4A)
- h. Payment of the agreed upon purchase price, or if condemned, a deposit of the compensation commission award before you are required to surrender possession of the property. (Iowa Code §§ 6B.25 and 6B.54(11))
- i. Reimbursement for expenses incidental to transferring title to the acquiring agency. (Iowa Code §§ 6B.33 and 6B.54(10))
- j. Reimbursement of certain litigation expenses: (1) if the award of the compensation commissioners exceeds 110 percent of the acquiring agency's final offer before condemnation; and (2) if the award on appeal in court is more than the compensation commissioner's award. (Iowa Code § 6B.33)
- k. At least 90 days written notice to vacate occupied property. (Iowa Code § 6B.54(4))
- l. Relocation services and payments, if you are eligible to receive them, and the right to appeal your eligibility, and the amount of payments. (Iowa Code §316.9)

The rights set out in this Statement are not claimed to be a full and complete list or explanation of an owner's rights under the law. They are derived from Iowa Code Chapters 6A, 6B and 316. For a more thorough presentation of an owner's rights, you should refer directly to the Iowa Code or contact an attorney of your choice.

This Notice is given by authority of the City Council of the City of West Des Moines, Iowa.

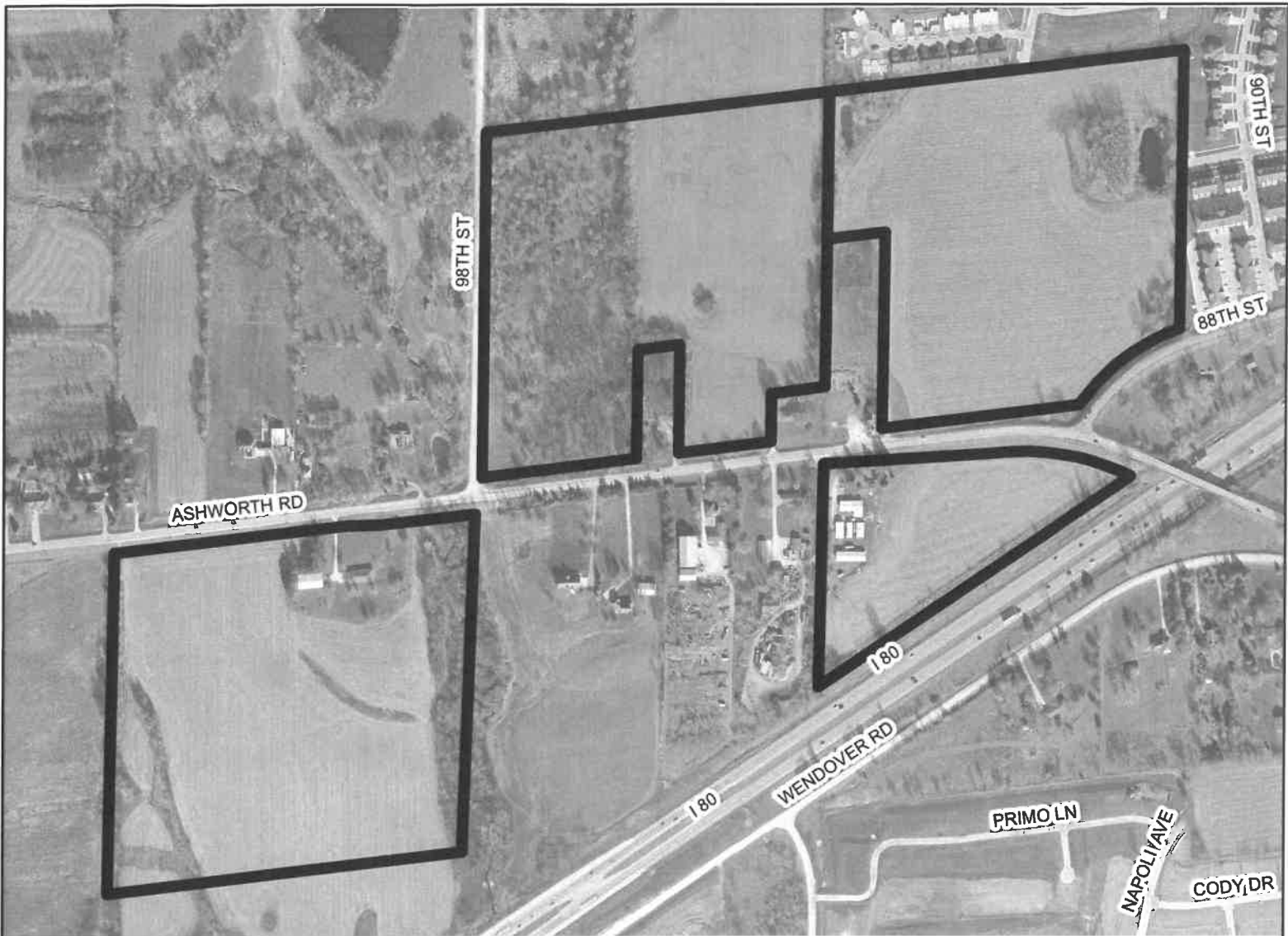
/s/ Ryan T. Jacobson
City Clerk, West Des Moines, Iowa

To be published in the Des Moines Register no less than four (4) nor more than twenty (20) days before August 20, 2018.

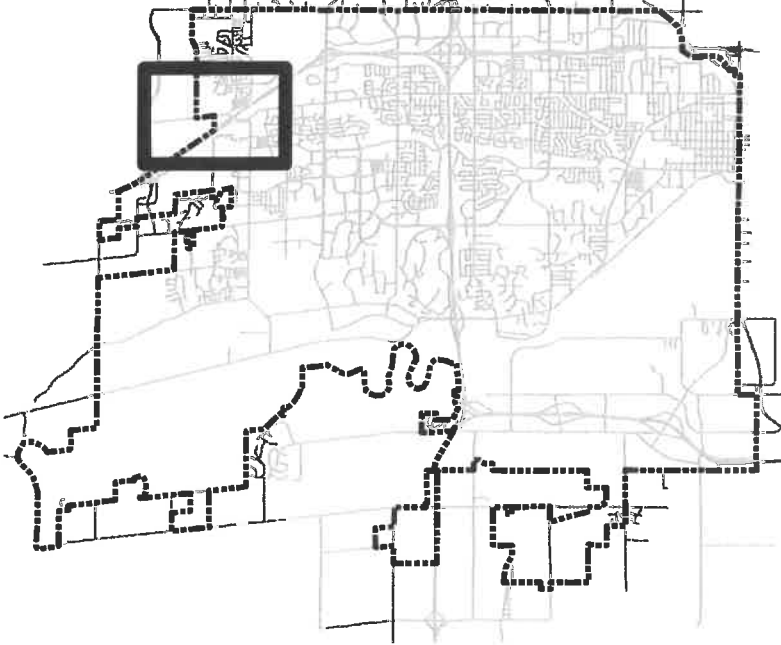
Mailed to all affected Property Owners on July 19, 2018.

Agricultural Properties
Ashworth Road Reconstruction – I-80 to 98th Street
0510-074-2017

Parcel No.	Mail Name	Mail Address	Mail City	Mail ST	Mail ZIP
1603400024	William B Chase Trust, Trustee	9396 Ashworth Rd	West Des Moines	IA	50266
1610200001	William B Chase Trust, Trustee	9396 Ashworth Rd	West Des Moines	IA	50266
1610100001	Charles F & Cheryl A Goodall	3320 Ashworth Rd	Waukee	IA	50263
1603300010	Don L Roose Jr.	1226 Grand Ave, Ste 220	West Des Moines	IA	50266



VICINITY MAP



LEGEND

PROJECT LOCATION



PROJECT: **Ashworth Road Reconstruction Phase 3 - Ag Properties**

LOCATION: **Exhibit "A"**

DRAWN BY: JDR

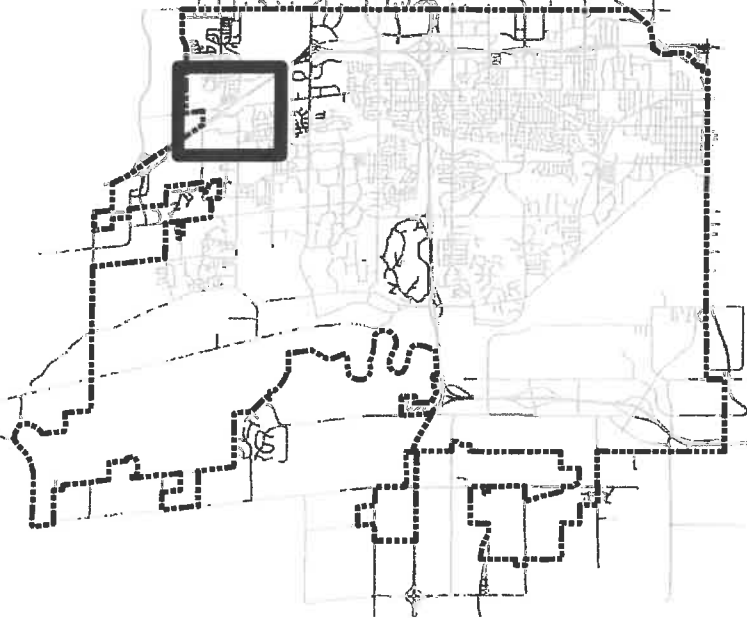
DATE: 7/19/2018

PROJECT NUMBER/NAME: 0510-074-2017

SHT. 1 of 1



VICINITY MAP



LEGEND

PROJECT LOCATION 



PROJECT:	Ashworth Road Reconstruction Phase 3		
LOCATION:	I-80 Bridge to 98th Street		
DRAWN BY: JDR	DATE: 7/16/2018	PROJECT NUMBER: 0510-074-2017 SUBDIVISION NAME:	SHT. 1 of 1

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

DATE: July 23, 2018

ITEM: Approval and Acceptance of Storm Water Facility Maintenance Easement and Agreement – Hubbell Metropolitan Development Fund I LLC (Series B) – GreenWay Crossing Shared Access Road (SP-003867-2018)

Resolution: Approval and Acceptance of Storm Water Facility Maintenance Easement and Agreement

FINANCIAL IMPACT: None.

BACKGROUND: On June 11, 2018, the City Council approved a site plan for the construction of a private road that would provide access between properties that are located south of University Avenue to Bishop Drive and from 90th Street to 92nd Street. The site plan includes the construction of detention basins for water detention due to the impervious surface of the roadway. The use of detention areas causes the requirement for a storm water facility maintenance easement and agreement.

Exhibit II is a copy of the Storm Water Facility Maintenance Easement and Agreement for the detention facilities related to the Site Plan for the shared access roadway. For policy purposes, formal acceptance by the City Council of this document is required.

CITY COUNCIL SUBCOMMITTEE: Acceptance of this document by Council is a required formality; this item was not presented to the Development and Planning City Council Subcommittee.

OUTSTANDING ISSUES: There are no outstanding issues.

RECOMMENDATION: Adopt a resolution approving and accepting the Storm Water Facility Maintenance Easement and Agreement.

Lead Staff Member: Kara V. Tragesser, AICP *KV*

STAFF REVIEWS

Department Director	<i>JAA</i>
Appropriations/Finance	
Legal	<i>JBW</i>
Agenda Acceptance	<i>RTG</i>

PUBLICATION(S) (if applicable)

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

SUBCOMMITTEE REVIEW (if applicable)

Committee	None		
Date Reviewed			
Recommendation	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Split <input type="checkbox"/>

ATTACHMENTS:

- Exhibit I - Resolution
- Exhibit II - Storm Water Facility Maintenance Easement and Agreement

Prepared by: KTragesser Development Services, City of WDM, PO Box 65320, WDM, IA 50265-0320, 515-222-3620
When Recorded, Return to: City Clerk, City of West Des Moines, PO Box 65320, West Des Moines, IA 50265-0320

RESOLUTION

A RESOLUTION APPROVING AND ACCEPTING DOCUMENTS CONVEYING PROPERTY INTERESTS TO THE CITY OF WEST DES MOINES, IOWA

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 following documents conveying property interests to the City have been presented to the City for approval; and

GreenWay Crossing Shared Access Road Storm Water Facility Maintenance Easement and Agreement for property legally described as:

Lot 10 GreenWay Crossing Plat 1, an official plat now in and forming a part of the City of West Des Moines, Dallas County, Iowa.

WHEREAS, it is in the best interest of the citizens of the City to approve and accept the above-described document.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA THAT the document(s) described above conveying property interests to the City of West Des Moines, Iowa, are hereby approved and accepted and shall be filed with the county recorder as appropriate. The City Clerk is directed to certify the City Council's approval and acceptance.

PASSED AND ADOPTED this 23rd day of July 2018.

Steven K Gaer, Mayor

ATTEST:

Ryan Jacobson
City Clerk

Prepared by: K Tragesser Development Services, PO Box 65320, West Des Moines, IA 50265-0320, 515-222-3620
When Recorded, Return to: City Clerk, City of West Des Moines, PO Box 65320, West Des Moines, IA 50265-0320
Project Name: Greenway Crossing Shared Access Road
Project File #: SP-003867-2018

**GREENWAY CROSSING SHARED ACCESS ROAD STORM WATER MANAGEMENT FACILITY
MAINTENANCE COVENANT AND PERMANENT EASEMENT AGREEMENT
FOR SINGLE OWNERSHIP PARCEL(S)**

THIS STORM WATER MANAGEMENT FACILITY MAINTENANCE COVENANT AND PERMANENT EASEMENT AGREEMENT is entered into between Hubbell Development Fund I, LLC (Series B) (hereinafter referred to as "Grantor") and the **City of West Des Moines, Iowa** (hereinafter referred to as "City"), in consideration for the approval by the City of West Des Moines, Iowa of the site plan for the **Greenway Crossing Shared Access Road** (whenever the term "Grantor" is used herein, it shall mean Grantor and Grantor's successors and assigns unless otherwise specifically denoted).

Grantor is obligated by the Municipal Code of the City of West Des Moines to control storm water runoff for the proposed development as a part of the site plan approval for the **Greenway Crossing Shared Access Road**. In consideration for the City's approval of the Grantor's site plan, the parties enter into this Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement to control and address storm water runoff for the following described property:

Lot 10 Greenway Crossing Plat 1, an official plat in and forming a part of the City of West Des Moines, Dallas County, Iowa

(hereinafter referred to as the "Benefited Property").

PART I – COVENANTS ON THE BENEFITED PROPERTY

The following provisions are covenants running with the land to the City of West Des Moines, binding on all successors and assigns of the Benefited Property and shall only be amended or released with the written permission of the City.

1. Grantor hereby agrees that the storm water runoff for the subdivision/site shall be controlled through installation, construction and maintenance of a storm water management facility(ies) as detailed in the City approved Storm Water Management Plan and site plan development documents submitted for the Site Plan upon, over, under, through and across the following described property:

A DETENTION EASEMENT, BEING PART OF LOT 10 OF GREENWAY CROSSING PLAT 1, AN OFFICIAL PLAT LOCATED IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA.

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 10; THENCE, ALONG THE EAST LINE OF SAID LOT 10, S00°20'02"W, 27.50 FEET, TO THE POINT OF BEGINNING; THENCE, CONTINUING ALONG SAID EAST LINE, S00°20'02"W, 130.00 FEET; THENCE, N89°39'58"W, 30.00 FEET; THENCE, N00°20'02"E, 50.00 FEET; THENCE, N89°39'58"W, 64.00 FEET; THENCE, N00°19'49"E, 80.00 FEET; THENCE, S89°39'58"E, 94.01 FEET, TO THE POINT OF BEGINNING. DESCRIBED EASEMENT CONTAINS 9,020 SQUARE FEET AND IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD., S00°20'02"W, 90.00 FEET ALONG EAST LINE OF SAID LOT 3, TO THE POINT OF BEGINNING. DESCRIBED EASEMENT, 7,500 S.F., IS SUBJECT TO OTHER EASEMENTS AND RESTRICTIONS OF RECORD.

(hereinafter referred to as the "Easement Area").

2. Grantor covenants and agrees that the design, construction and maintenance of the Storm Water Management Facility shall be in compliance with the Storm Water Management Plan now on file with the City of West Des Moines and which is available for public inspection. The design, construction and maintenance of the Storm Water Management Facility shall meet the storm water runoff requirements of the Municipal Code of the City of West Des Moines, Iowa.
3. It is hereby agreed and covenanted that the above described Benefited Property receives benefit from the Storm Water Management Facility by controlling runoff from the Benefited Property to meet the requirements of the Post-Construction Storm Water Management Ordinance of the Municipal Code of the City of West Des Moines, Iowa and the Subdivision Design requirements of Section 10-3-1 or succeeding legislation of the Municipal Code of the City of West Des Moines, Iowa.
4. It is hereby agreed that Grantor is solely responsible for constructing, installing and ensuring that the Storm Water Management Facility meets the standard set forth in the Post-Construction Storm Water Ordinance and Section 10-3-1 of the Municipal Code of the City of West Des Moines, Iowa.
5. Grantor hereby designates, appoints and agrees on behalf of Grantor and all successors and assigns that the Grantor is designated as the responsible party for replacement, reconstruction, repair, grading and maintenance of the Storm Water Management Facility.
6. Grantor hereby covenants and agrees that Grantor is hereby designated and authorized to accept notices and service of process as it relates to the inspection, replacement, reconstruction, repair, grading and maintenance of the Storm Water Management Facility or permanent easement or notice of assessment for replacement, reconstruction, repair, grading and maintenance of the Storm Water Management Facility.
7. Grantor shall be responsible for all maintenance, repair and replacement of the Storm Water Management Facility, including obligations set forth in Part II, paragraph 12. Grantor shall comply with all terms of the Easement set forth in Part II herein.
8. Grantor shall inspect the Storm Water Management Facility on an annual basis, including but not limited to all pipes, inlets and outlets for defects, obstructions or changes in the Storm Water Management Facility from the original design of the Facility. The inspection shall be documented with date stamped photographs of the Storm Water Management Facility. Grantor shall document such inspection by completing the Inspection Report Form available from the City of West Des Moines Public Works Department. Any deficiencies or defects noted by the inspection shall be corrected by Grantor. The Inspection photographs and Inspection Report Form shall be made available to the City for review upon request and shall be kept and maintained for a period of 5 years from the date of inspection.
9. Grantor hereby agrees and consents on behalf of itself and all successors and assigns of the Benefited Property to assessment of the costs of maintaining, reconstructing, repairing, grading or dredging the Easement Area and Storm Water Management Facility on all Benefited Property established by the Grantor pursuant to the obligations set forth in paragraph 10, below. Grantor, on behalf of itself and all successors and assigns of the Benefited Property, shall execute a Petition and Waiver in favor of the City to allow the City to recover any costs expended for action taken as set forth in paragraph 10, below, to address the maintenance, reconstruction, repair, grading or dredging of the Storm Water Management Facility or Easement Area.

10. Should Grantor fail to maintain, reconstruct, repair, grade or dredge the Storm Water Management Facility or the Easement Area upon notice from the City, the City may cause such action to be done and assessed to the Benefited Property. The assessments on the Benefited Property shall be immediately due and payable from Grantor to the City pursuant to the terms of the Agreement and Waiver (see Exhibit A, attached hereto and made a part hereof).

PART II – Easement for Storm Water Management Facility and Surface Water Flowage

The following provisions in Part II herein are for a permanent easement over the Easement Area running with the land to the City of West Des Moines and Grantor.

11. Grantor hereby grants to the City a Permanent Surface Water Flowage Easement and Storm Water Management Facility under, over, through and across the Easement Area described above for the purpose of constructing, reconstructing, repairing, grading and maintaining the Storm Water Management Facility and the surface of the Easement Area in a manner that will permit the free and unobstructed flow of surface water over the Easement Area described above.
12. It is the obligation of the Grantor and all subsequent owners of the above described easement area to maintain the Easement Area and the Storm Water Management Facility as set forth below. The Grantor and all subsequent owners of the Easement Area shall perform the maintenance obligations set forth below. The maintenance obligations for the Storm Water Management Facility are as follows:

Storm water detention and retention ponds or basins:

- a. Mow on a regular basis to maintain the vegetation at the height designated on the original design to prevent erosion.
- b. Remove all trash, litter, debris or obstructions in the basin in the Easement Area and any inlets or outlets located within the Easement Area.
- c. Plant, maintain and replant as necessary permitted vegetation.
- d. Inspect for any defects, obstructions, or any changes in the original design.
- e. Inspect and determine the depth of the pond or basin on an annual basis.
- f. Remove any accumulated sediment from the outlet structures and remove any sediment which may accumulate greater than 12 inches in ponds or basins and greater than 6 inches in an underground detention basin.
- g. Till the soil at the bottom of the riparian buffer if it does not drain out within the time established in the design plan and replant vegetation as designated on the original design.
- h. All repairs shall conform to the original design.
- i. Maintaining the storm water and retention pond or basin to assure the effectiveness for storm water runoff for the subdivision/site.

Grass and Bioretention Swales:

- a. Mow on a regular basis to maintain the vegetation at the height designated on the original design to prevent erosion.
- b. Remove all trash, litter, debris or obstructions in the grass or bioretention swale and Easement Area.
- c. No chemicals or substances shall be applied to the Easement Area that shall harm or impair the effectiveness of the swale as a storm water runoff control measure.
- d. Replant vegetation as soon as practical when any vegetation dies.
- e. Inspect and determine the depth of the swale on an annual basis.
- f. Remove any sediment accumulated greater than 6 inches which may accumulate in the swale.
- g. Till the soil at the bottom of the swale if the grass swale does not drain out within the time established in the design plan and replant vegetation as designated on the original design.
- h. All repairs shall conform to the original design.
- i. Maintain the grass and/or bioretention swale to assure the effectiveness for storm water runoff for the subdivision/site.

Riparian Buffer:

- a. Mow on a regular basis to maintain the vegetation at the height designated on the original design to prevent erosion.
- b. Replant the vegetation in the Easement Area as soon as practical when any vegetation dies.

- c. Remove all trash, litter, debris or obstructions in the Easement Area.
 - d. Inspect for erosion in the riparian buffer on an annual basis.
 - e. Inspect and determine the depth of the riparian buffer on an annual basis.
 - f. Remove any sediment accumulated greater than 25% of the original design depth.
 - g. Till the soil at the bottom of the riparian buffer if it does not drain out within the time established in the design plan and replant vegetation as designated on the original design.
 - h. All repairs shall conform to the original design.
 - i. Maintain the riparian buffer to assure the effectiveness for storm water runoff for the subdivision/site.
13. No chemicals or any substance shall be applied to the storm water maintenance facility that shall harm or impair the effectiveness of the storm water maintenance facility as a storm water runoff control measure.
 14. No structure shall be erected over or within the Easement Area without obtaining the prior written approval of the City Engineer.
 15. No structure, material, device, thing or matter which could possibly obstruct or impede the normal flow of surface water over the Easement Area shall be erected or caused to be placed on the Easement Area without obtaining the prior written approval of the City Engineer.
 16. No planting of trees and shrubs is allowed within the easement area (other than planting allowed and required pursuant to the original Storm Water Management Control Plan on file with the City of West Des Moines).
 17. No change shall be made to the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City Engineer.
 18. The City and their agents, contractors, employees and assigns shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area as herein described, including, but not limited to, the right to remove any unauthorized plantings or structures placed or erected on the Easement Area and the right to do maintenance, repair, reconstruction, grading and dredging.
 19. Grantor covenants on behalf of the Benefited Property that the Easement Area or any other area appurtenant to or necessary for the operation of the Storm Water Management Facility shall not be sold, transferred, donated or in any other manner conveyed in order to relieve the Grantor from complying with the requirements of this Agreement.
 20. This Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement and Petition and Waiver shall be deemed to run with the land and shall be binding on Grantor and on Grantor's successors and assigns.

Grantor does hereby covenant with the City that Grantor holds said real estate described in this Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement by Title In Fee Simple; that Grantor has good and lawful authority to convey the same; and said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement.

Words and phrases herein including acknowledgment hereof shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Signed this 4 day of June, 2018.

Grantor: Hubbell Metropolitan Development Fund I, LLC (Series B)
By: Hubbell Realty Company, Manager

By: [Signature]
Name: JOE PIETRUSZYNSKI
Title: VICE PRESIDENT

By: [Signature]
Name: BJ Miller
Title: Asst. Secretary

STATE OF IOWA COUNTY OF Dallas

This record was acknowledged before me on June 4, 2018, by Joe Pietruszynski (Name) and BJ Miller as Vice President and Asst. Secretary (title) of Hubbell Realty Company, Manager of Hubbell Metropolitan Development Fund I, LLC (Series B).



Falon Michalski

Notary Public in and for the State of Iowa

CITY OF WEST DES MOINES, IOWA

Steven K. Gaer, Mayor

Attest:

Ryan Jacobson, City Clerk

CITY OF WEST DES MOINES, IOWA

I, Ryan T. Jacobson, City Clerk of the City of West Des Moines, Iowa, do hereby certify that the within and foregoing Easement was duly approved and accepted by the City Council of said City of West Des Moines by Resolution and Roll Call No. _____, passed on the ____ day of _____ 2018, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 2018.

Ryan Jacobson, City Clerk

EXHIBIT A

AGREEMENT AND WAIVER POST CONSTRUCTION STORM WATER MANAGEMENT

THIS AGREEMENT made and entered into by and between the City of West Des Moines, Iowa, hereinafter referenced the CITY, and **Hubbell Metropolitan Development Fund I, LLC (Series B)**, hereinafter referenced the PROPERTY OWNERS.

WITNESSETH:

WHEREAS, the City desires to encourage orderly community development and provide for the regulation and control of the extension of public improvements, public services, and utilities, consistent with its Comprehensive Plan, adopted in December 1993, as amended, and in accordance with Iowa Code Chapter 354, Platting, Division and Subdivision of Land; and

WHEREAS, pursuant to U.S. EPA's National Pollutant Discharge Elimination System ("NPDES") permit program ("Program") administered by the Iowa Department of Natural Resources ("IDNR"), the City is required to obtain from the IDNR an NPDES permit for the discharge of storm water from a Municipal Separate Storm Sewer System (MS4); and

WHEREAS, as a condition of the City's MS4 Permit, the City is obliged to develop, implement, and enforce a program to address storm water runoff from new construction and reconstruction projects for which State NPDES General Permit #2 storm water permit coverage is required; and

WHEREAS, the Property Owner, as the developer and/or owner of a construction or reconstruction project in the City of West Des Moines, is subject to the program implemented by the City to address storm water runoff from the project; and

WHEREAS, in order to comply with the program implemented by the City, the Property Owner has executed an Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement (hereinafter "Agreement") with the City to address the rights and obligations of the parties regarding control of post-construction storm water runoff from the project; and

WHEREAS, a provision of the Agreement requires the Property Owner to execute this Agreement and Waiver in favor of the City to allow the City to recover any costs expended for action taken by the City, its consultants, contractors and assigns to address the maintenance, reconstruction, repair, grading or dredging of the Storm Water Management Facility or Easement Area if the Property Owner or the Property Owner's successors and assigns fail to do so; and

WHEREAS, this Agreement and Waiver is made in conjunction with the Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement located on:

Lot 10 Greenway Crossing Plat 1, an official plat now in and forming a part of the City of West Des Moines, Dallas County, Iowa

(hereinafter referred to as the "Benefited Property").

A DETENTION EASEMENT, BEING PART OF LOT 10 OF GREENWAY CROSSING PLAT 1, AN OFFICIAL PLAT LOCATED IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA.

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 10; THENCE, ALONG THE EAST LINE OF SAID LOT 10, S00°20'02"W, 27.50 FEET, TO THE POINT OF BEGINNING; THENCE, CONTINUING ALONG SAID EAST LINE, S00°20'02"W, 130.00 FEET; THENCE, N89°39'58"W, 30.00 FEET; THENCE, N00°20'02"E, 50.00 FEET; THENCE, N89°39'58"W, 64.00 FEET; THENCE, N00°19'49"E, 80.00 FEET; THENCE, S89°39'58"E, 94.01 FEET, TO THE POINT OF BEGINNING. DESCRIBED EASEMENT CONTAINS 9,020 SQUARE FEET AND IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

(hereinafter referred to as the "Easement Area").

NOW, THEREFORE, BE IT AGREED AMONG THE PARTIES AS FOLLOWS:

1. In the event the Property Owner or its successors and assigns fail to comply with the requirements of the Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement regarding any action necessary for the maintenance, reconstruction, repair, grading or dredging of the Storm Water Management Facility or Easement Area, the City shall have the right to cause the above-described actions completed in accordance with such plans and specifications as it shall deem appropriate.
2. For the purpose of this Agreement, the City may elect to enter into a contract for the completion of such actions as a part of any contract(s) and assess the cost of such actions to the Property Owner or its successors and assigns pursuant to the formula established in the Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement.
3. In consideration for the completion of such actions by the City, the undersigned Property Owners hereby WAIVE the following:
 - a. All legal formalities of whatsoever kind or character required by the laws of Iowa to be observed by cities in the completion of said actions where the expense of such Improvements is to be assessed against private property; and
 - b. Each and every question of jurisdiction, the intention of the Property Owners being to authorize and direct said City to complete such actions without requiring any of the formalities or legal proceedings required of cities by the statutes of Iowa; and
 - c. Any limitation of the amount of said assessment as a percentage of valuation as provided in the Code of Iowa; and
 - d. Any right to defer or postpone the payment for any such action.
4. It is further agreed that:
 - a. When said actions have been constructed or completed in accordance with the plans and specifications, the City may make assessments against the properties of the undersigned Property Owners, or their successors or assigns, for their pro-rata share of the entire cost of the construction and/or completion of said actions.
 - b. Said assessments shall be due immediately and will be paid to the City of West Des Moines and shall constitute a lien upon the properties hereinafter described. Further, each of the undersigned Property Owners hereby agree to accept responsibility for the assessment which is thus assessed against the Owner's property.
 - c. Said assessments shall have the same legal force and effect as if all the legal formalities provided by law in such cases had been fully and faithfully performed and observed.
5. The amount and proportion of the cost of the actions completed by the City to be paid shall be ascertained and determined by the Engineers and reported to the City Council, which shall make such changes or alterations as they may require. When said costs are determined and approved by the City Council, they shall constitute the assessments against the properties.
6. The Property Owners retain the right to request of the City a review of the mathematical calculations made to ensure their accuracy.
7. Property Owners hereby authorize the City Council to pass any Resolution requisite or necessary to order and secure said actions, to provide for the construction of the same and to make the assessments herein provided for, without further notice to said Property Owners or any of them. Any such Resolution may contain recitals that said actions are ordered or made by the Council without petition of Property Owners, without in any way qualifying this Agreement or releasing the Property Owners from their obligation to pay the assessments levied against their

property for the cost of said action.

8. Each Property Owner warrants that the real estate described below is free and clear of all liens and encumbrances other than for ordinary taxes, except for such liens as are held by lienholders hereinafter listed and designated as signers of this Agreement and Waiver. Each lienholder designated below, by execution of this Agreement and Waiver, consent to the subordination of its lien to the lien of the assessment levied pursuant hereto.
9. Each Property Owner further agrees that the terms of this Agreement and Waiver shall become a covenant which runs with the land of the below-referenced property, and shall be binding upon all successors and assigns. Furthermore, each Property Owner shall give a copy of this Agreement and Waiver to all successors and assigns.
10. The signatories and the City agree this document will be recorded in the office of the appropriate county recorder to ensure that any and all future purchasers of property are put on notice of the above conditions.

Description of Property: Lot 10 Greenway Crossing Plat 1 and official plat now in and forming a part of the City of West Des Moines, Dallas County, Iowa

PROPERTY OWNER NAME: Hubbell Metropolitan Development Fund I, LLC (Series B).

By

Name

JOE METRUSZYNSKI

Title:

VICE PRESIDENT

By

Name

BS Miller

Title:


Asst. Secretary

Date

5-7-2018

LIENHOLDER'S NAME: Bankers Trust Company, N.A.

BANKERS TRUST COMPANY, N.A.

By: 
Name: Cole A. McClelland
Title: Relationship Manager

CITY OF WEST DES MOINES, IOWA
 URBAN RENEWAL PLAN AMENDMENT #3
 ALLUVION URBAN RENEWAL AREA

August, 2018

The Urban Renewal Plan (the “Plan”) for the Alluvion Urban Renewal Area (the “Urban Renewal Area”) is being amended for the purposes of identifying a new urban renewal project to be undertaken therein.

1) Identification of Projects. By virtue of this amendment, the list of authorized urban renewal projects in the Plan is hereby amended to include the following project description:

A.

Name of Project: Fiber Optic Installation Project

Name of Urban Renewal Area: Alluvion Urban Renewal Area

Date of Council Approval of Project: August 20, 2018

Description of Project and Project Site: The Fiber Optic Installation Project will consist of the installation of fiber optic cable conduit and a high-bandwidth fiber optic network in the Urban Renewal Area:

It is expected that the completed Fiber Optic Installation Project will cause increased and improved ability of the City to provide adequate communication infrastructure for the growth and retention of commercial and industrial enterprises in the City.

Description of Properties to be Acquired in Connection with Project: The City will acquire such easement territory and rights-of-way as are necessary to successfully undertake the Fiber Optic Installation Project.

Description of Use of TIF for the Project: It is anticipated that the City will pay for the Fiber Optic Installation Project with borrowed funds and/or the proceeds of an internal advance of City funds on-hand. In either case, the City’s obligation will be repaid with incremental property tax revenues derived from the Urban Renewal Area. It is anticipated that the City’s use of incremental property tax revenues for the Fiber Optic Installation Project will not exceed \$5,800,000.

B.

Name of Project: Traffic Signals Installation Project

Name of Urban Renewal Area: Osmium Urban Renewal Area

Date of Council Approval of Project: August, 2018

Description of Project and Project Site: The Traffic Signals Installation Project will consist of the installation of traffic signals in the Urban Renewal Area at the following intersections:

- 1) Veterans Parkway and SE Willow Creek Drive; and
- 2) Veterans Parkway and SE Pine Avenue; and
- 3) Veterans Parkway and Highway 5 North Ramp; and
- 4) Veterans Parkway and Highway 5 South Ramp; and
- 5) Veterans Parkway and SE Maffitt Lake Road; and
- 6) Veterans Parkway and SE Orilla Road; and
- 7) Veterans Parkway and Adams Street; and
- 8) SE 22nd Street and SE Army Post Road; and
- 9) SE 22nd Street and SE Maffitt Lake Road; and
- 10) SE Orilla Road and SE Maffitt Lake Road; and
- 11) SE Soteria Avenue and SE Maffitt Lake Road.

It is expected that the completed Traffic Signals Installation Project will cause increased and improved ability of the City to provide adequate transportation infrastructure for the growth and retention of commercial enterprises in the City.

Description of Properties to be Acquired in Connection with Project: The City will acquire such easement territory and rights-of-way as are necessary to successfully undertake the Traffic Signals Installation Project.

Description of Use of TIF for the Project: It is anticipated that the City will pay for the Traffic Signals Installation Project with borrowed funds and/or the proceeds of an internal advance of City funds on-hand. In any case, the City's obligations will be repaid with incremental property tax revenues derived from the Urban Renewal Area. It is anticipated that the City's use of incremental property tax revenues for the Traffic Signals Installation Project will not exceed \$5,550,000.

C.

Name of Project: Street Improvements Project

Name of Urban Renewal Area: Alluvion Urban Renewal Area

Date of Council Approval of Project: August 20, 2018

Description of Project and Project Site: The Street Improvements Project will consist of the construction of street widening and paving; street reconstruction; street realignment; and the incidental utility, landscaping, site clearance and cleanup work related thereto in the Urban Renewal Area on and along the segments of the following streets in the Urban Renewal Area:

- 1) On and along Veterans Parkway from its intersection with the northern boundary of the Urban Renewal Area and continuing southwest its intersection with Jordan Creek Parkway; and
- 2) On and along SE Maffitt Lake Road from its intersection with the western boundary of the Urban Renewal Area and continuing east to its intersection with Veterans Parkway; and
- 3) On and along SE Orilla Road from its intersection with the SE County Line Road and continuing south to its intersection with the southern boundary of the Urban Renewal Area.

It is expected that the completed Street Improvements Project will cause increased and improved ability of the City to provide adequate transportation infrastructure for the growth and retention of commercial enterprises in the City.

Description of Properties to be Acquired in Connection with Project: The City will acquire such easement territory and rights-of-way as are necessary to successfully undertake the Street Improvements Project.

Description of Use of TIF for the Project: It is anticipated that the City will pay for the Street Improvements Project with borrowed funds and/or the proceeds of an internal advance of City funds on-hand. In any case, the City's obligation will be repaid with incremental property tax revenues derived from the Urban Renewal Area. It is anticipated that the City's use of incremental property tax revenues for the Street Improvements Project will not exceed \$32,000,000.

2) Required Financial Information. The following information is provided in accordance with the requirements of Section 403.17 of the Code of Iowa:

Constitutional debt limit of the City:	<u>\$396,559,236</u>
Outstanding general obligation debt of the City:	<u>\$185,890,000</u>
Proposed debt to be incurred in under this August, 2018 Amendment:	<u>* 43,350,000</u>

* Plus any interest expense incurred by the City on any borrowing undertaken for the funding of the Projects described in this Amendment.

RESOLUTION NO. _____

Resolution Setting Date for Public Hearing on Urban Renewal Plan Amendment #3

WHEREAS, the City Council of the City of West Des Moines, Iowa by resolution previously established the Alluvion Urban Renewal Area (the "Urban Renewal Area") and adopted an urban renewal plan (the "Plan") for the governance of initiatives and projects therein; and

WHEREAS, an amendment (the "Amendment") to the Plan has been prepared which authorizes the undertaking of new urban renewal projects in the Urban Renewal Area consisting of (i) using tax increment financing to pay the costs of installing fiber optic cable conduit and a high-bandwidth fiber optic network; and (ii) using tax increment financing to pay the costs of constructing street improvements, including street widening and paving, street reconstruction, street realignment and the installation of traffic signals, in order to provide adequate transportation infrastructure for the growth and retention of commercial enterprises in the City, and it is now necessary that a date be set for a public hearing on the Amendment; and

NOW, THEREFORE, Be It Resolved by the City Council of the City of West Des Moines, Iowa, as follows:

Section 1. This City Council will meet in the Council Chambers at City Hall, 4200 Mills Civic Pkwy, West Des Moines, Iowa, on August 20, 2018, at 5:30 o'clock p.m., at which time and place it will hold a public hearing on the proposed Amendment.

Section 2. The City Clerk shall publish notice of said hearing, the same being in the form attached hereto, which publication shall be made in a legal newspaper of general circulation in the City, which publication shall be not less than four (4) and not more than twenty (20) days before the date set for hearing.

Section 3. Pursuant to Section 403.5 of the Code of Iowa, Clyde Evans is hereby designated as the City's representative in connection with the consultation process which is required under that section of the urban renewal law.

Passed and approved this July 23, 2018.

Mayor

Attest:

City Clerk

CITY OF WEST DES MOINES, IOWA
URBAN RENEWAL PLAN AMENDMENT #2
OSMIUM URBAN RENEWAL AREA

August, 2018

The Urban Renewal Plan (the “Plan”) for the Osmium Urban Renewal Area (the “Urban Renewal Area”) is being amended for the purposes of identifying a new urban renewal project to be undertaken therein.

1) Identification of Projects. By virtue of this amendment, the list of authorized urban renewal projects in the Plan is hereby amended to include the following project description:

Name of Project: Fiber Optic Installation Project

Name of Urban Renewal Area: Osmium Urban Renewal Area

Date of Council Approval of Project: August 20, 2018

Description of Project and Project Site: The Fiber Optic Installation Project will consist of the installation of fiber optic cable conduit and a high-bandwidth fiber optic network in the Urban Renewal Area:

It is expected that the completed Fiber Optic Installation Project will cause increased and improved ability of the City to provide adequate communication infrastructure for the growth and retention of commercial and industrial enterprises in the City.

Description of Properties to be Acquired in Connection with Project: The City will acquire such easement territory and rights-of-way as are necessary to successfully undertake the Fiber Optic Installation Project.

Description of Use of TIF for the Project: It is anticipated that the City will pay for the Fiber Optic Installation Project with borrowed funds and/or the proceeds of an internal advance of City funds on-hand. In either case, the City’s obligation will be repaid with incremental property tax revenues derived from the Urban Renewal Area. It is anticipated that the City’s use of incremental property tax revenues for the Fiber Optic Installation Project will not exceed \$8,500,000.

2) Required Financial Information. The following information is provided in accordance with the requirements of Section 403.17 of the Code of Iowa:

Constitutional debt limit of the City:	<u>\$396,559,236</u>
Outstanding general obligation debt of the City:	<u>\$185,890,000</u>
Proposed debt to be incurred in under this August, 2018 Amendment:	<u>* 8,500,000</u>

* Plus any interest expense incurred by the City on any borrowing undertaken for the funding of the Projects described in this Amendment.

RESOLUTION NO. _____

Resolution Setting Date for Public Hearing on Urban Renewal Plan Amendment

WHEREAS, the City Council of the City of West Des Moines, Iowa by resolution previously established the Osmium Urban Renewal Area (the "Urban Renewal Area") and adopted an urban renewal plan (the "Plan") for the governance of initiatives and projects therein; and

WHEREAS, an amendment (the "Amendment") to the Plan has been prepared which authorizes the undertaking of a new urban renewal project in the Urban Renewal Area consisting of using tax increment financing to pay the costs of installing fiber optic cable conduit and a high-bandwidth fiber optic network in the Urban Renewal Area, and it is now necessary that a date be set for a public hearing on the Amendment; and

NOW, THEREFORE, Be It Resolved by the City Council of the City of West Des Moines, Iowa, as follows:

Section 1. This City Council will meet in the Council Chambers at City Hall, 4200 Mills Civic Pkwy, West Des Moines, Iowa, on August 20, 2018, at 5:30 o'clock p.m., at which time and place it will hold a public hearing on the proposed Amendment.

Section 2. The City Clerk shall publish notice of said hearing, the same being in the form attached hereto, which publication shall be made in a legal newspaper of general circulation in the City, which publication shall be not less than four (4) and not more than twenty (20) days before the date set for hearing.

Section 3. Pursuant to Section 403.5 of the Code of Iowa, Clyde Evans is hereby designated as the City's representative in connection with the consultation process which is required under that section of the urban renewal law.

Passed and approved this July 23, 2018.

Mayor

Attest:

City Clerk

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

ITEM: Amendment of Eligible Area Map for the Property Tax Rebate Program **DATE:** July 23, 2018

RESOLUTION: Approval of Finance and Administration City Council Subcommittee’s recommendations for amendments of the Property Tax Rebate Program eligible area map.

FINANCIAL IMPACT: No financial impact anticipated at this time.

SYNOPSIS: The Property Tax Rebate Program, originally adopted by City Council on September 6, 2016, and amended on December 12, 2016, June 26, 2017, and January 8, 2018, is a program to assist in the redevelopment of commercial property in the City. This pilot program would provide a five-year, 100% rebate of the incremental increase in property taxes on a property if the owner of the property would expend a minimum of \$500,000 on building upgrades/new construction. The program also requires the creation/retention of a minimum of five (5) full-time equivalency jobs.

On June 12, 2018, Gilbert and Cook, Inc. and on June 25, 2018, Hurd Real Estate, submitted requests with the City to consider adding additional eligible areas to the program.

The Finance & Administration Subcommittee has reviewed this amendment and submitted a recommendation to amend the eligibility area to include the areas generally depicted on Exhibits I and II.

RECOMMENDATION: That the City Council approve the recommendations of the F&A City Council Subcommittee and the eligible area amendments.

Lead Staff Member: Clyde E. Evans, AICP, Community & Economic Development

STAFF REVIEWS

Department Director	Clyde E. Evans, Community and Economic Development Director <i>CEV</i>
Appropriations/Finance	
Legal	<i>JBW</i>
Agenda Acceptance	<i>RTG</i>

PUBLICATION(S) (if applicable)

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

SUBCOMMITTEE REVIEW (if applicable)

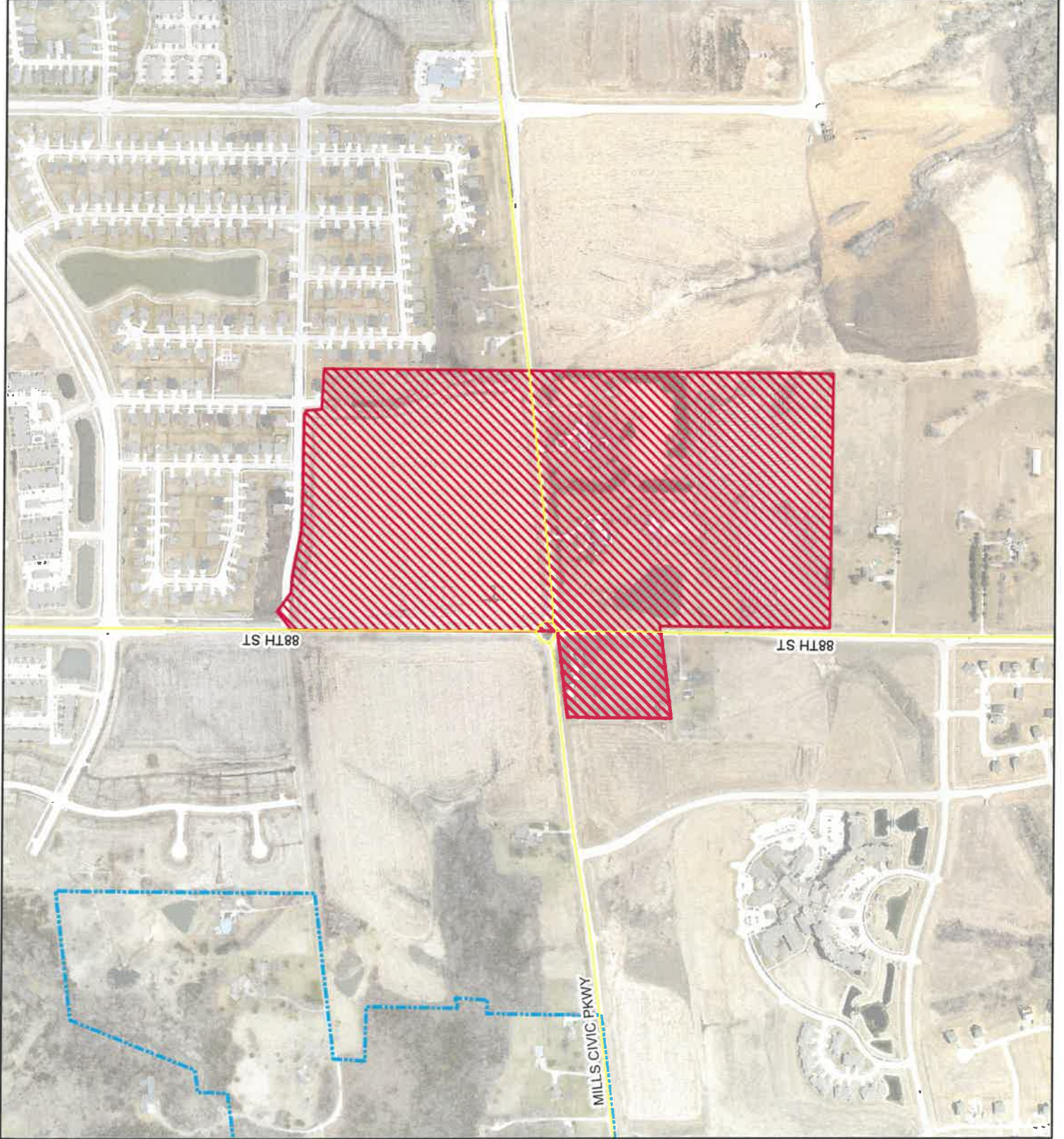
Committee	F&A		
Date Reviewed	July 18, 2018		
Recommendation	Yes <input checked="" type="checkbox"/> X	No <input type="checkbox"/>	Split <input type="checkbox"/>

Attachments:

Exhibit I	Proposed Map Amendment
Exhibit II	Proposed Map Amendment
Exhibit III	Existing Eligible Area Map with Proposed Additions
Exhibit IV	Proposed Resolution

EXHIBIT I

Total acreage:
82.987 Acres



Legend

- Corporate Limit
- Proposed Eligibility Area

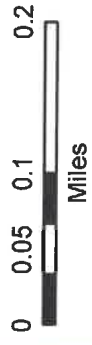
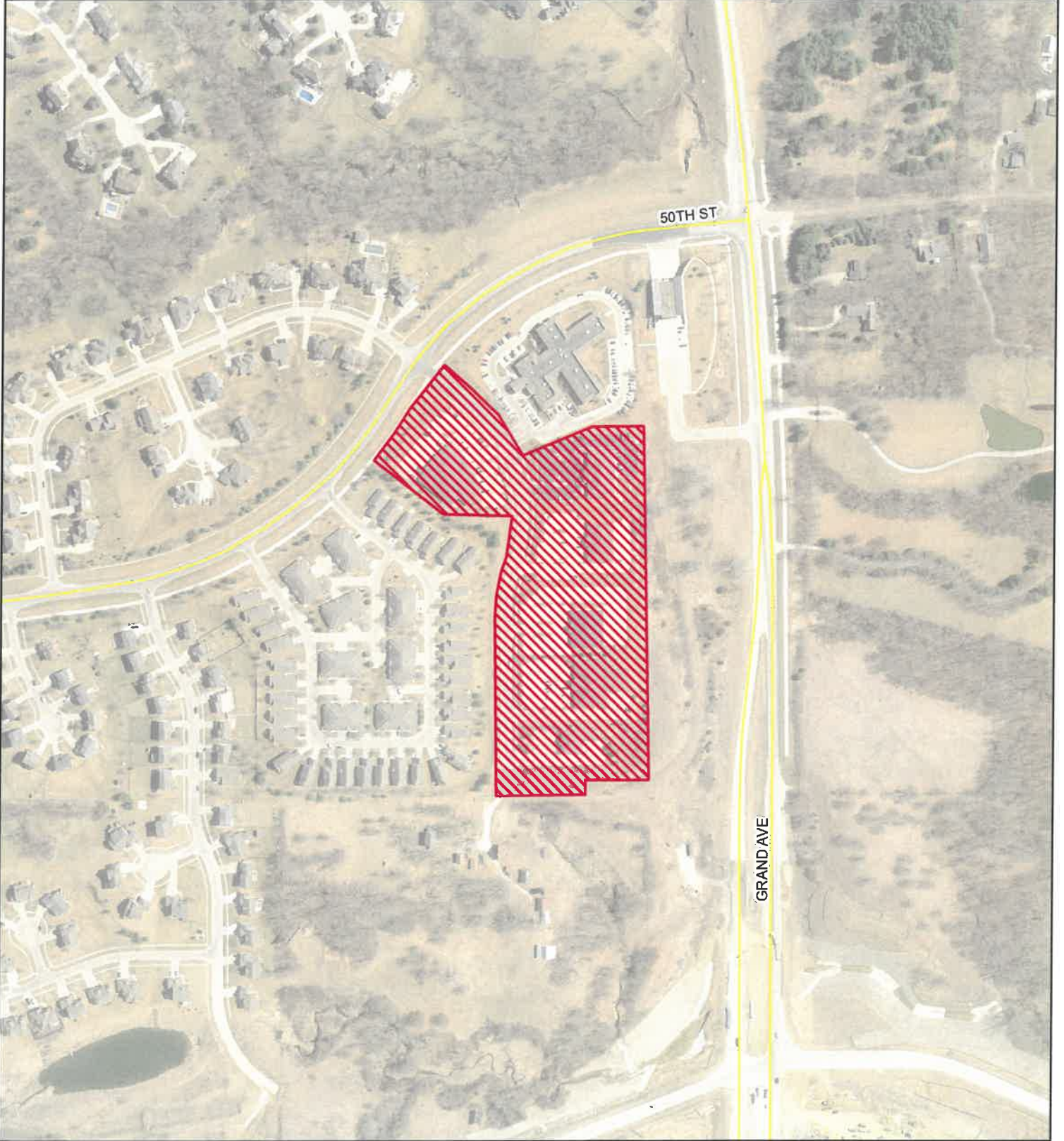


EXHIBIT II

Total acreage:
9.131 Acres



Legend

 Proposed Eligibility Area

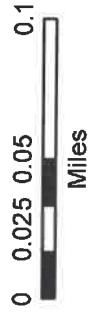
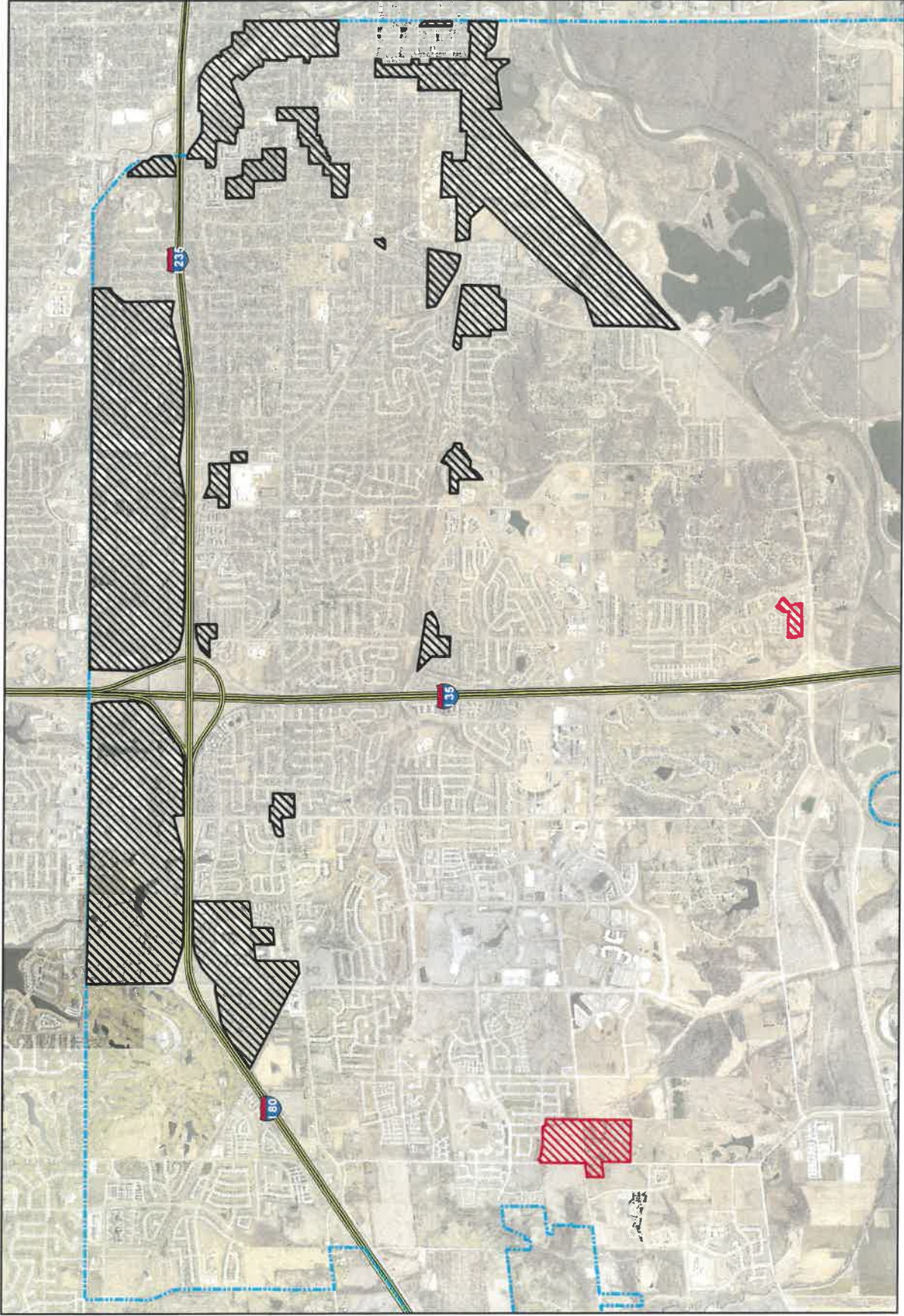


EXHIBIT III



Prepared by: Clyde Evans, Community & Economic Development, PO Box 65320, W.D.M., IA 50265-0320, 515-273-0770
When Recorded, Return to: City Clerk, City of West Des Moines, PO Box 65320, West Des Moines, IA 50265-0320

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA AMENDING THE ECONOMIC INCENTIVE POLICY FOR REDEVELOPMENT IN CERTAIN AREAS OF THE CITY

WHEREAS, the City Council of the City of West Des Moines, Iowa wishes to promote economic development within the City of West Des Moines;

WHEREAS, the continued quality growth of retail/office/mixed use/industrial users within the City aids in the creation of jobs; increase in tax base; and the general economic well-being of the City;

WHEREAS, the City Council has the opportunity to influence the location and/or expansion decision of the owners of property in certain older areas of the City;

WHEREAS, it was necessary to make amendments to the program to make the program more viable;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WEST DES MOINES DOES ENACT THE FOLLOWING AMENDMENT OF THE ECONOMIC DEVELOPMENT INCENTIVE POLICY FOR THE PROPERTY TAX REBATE PROGRAM:

The City of West Des Moines City Council may, at its sole discretion, offer the incentive to those companies wishing to initiate, relocate, or retain their businesses in the City of West Des Moines. The City Council is in no way obligated to offer this incentive to any property owner that meets the requirements of the Property Tax Rebate program. The map of eligible areas is hereby amended by adding the attached commercial area to the map of eligible areas, Exhibits I and II.

Passed and approved by the City Council on the 23rd day of July, 2018.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

NO CHANGE FROM PREVIOUS READING

5(a)

CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

Date: July 23, 2018

ITEM: GreenWay Crossing, 9065 Bishop Drive – Hubbell Realty Company - Amend the GreenWay Crossing PUD for PUD Parcel G to change the zoning from Office to High Density Residential - ZC-003915-2018

ORDINANCE: Approval of Second Reading, Waive the Third Reading, and Adopt Ordinance in Final form

FINANCIAL IMPACT: Undetermined.

BACKGROUND: Hubbell Realty Company, with permission from Hubbell Metropolitan Development Fund 1, LLC (Series B), is seeking approval of an amendment to the GreenWay Crossing Planned Unit Development (PUD) Parcel G located at 9065 Bishop Drive from Office to Residential High Density (RH-18)

Previous City Council Action

Vote: 4-0 Approval, Council member Trimble absent

Date: July 9, 2018

Motion: Approval of the first reading of the amendment to the GreenWay Crossing Planned Unit Development.

RECOMMENDATION: Based upon the preceding review, Staff recommends the City Council approve the second reading, waive the third reading and adopt the amendment to the GreenWay Crossing Planned Unit Development to change the zoning of PUD Parcel G from Office to Residential High Density.

Lead Staff Member: Kara Tragesser, AICP



Staff Reviews:

Department Director	JK	
Appropriations/Finance		
Legal		JBW
Agenda Acceptance		STG

PUBLICATION(S) (if applicable)

Published In	Des Moines Register
Date(s) Published	June 29, 2018
Letter sent to surrounding property owners	June 25, 2018

SUBCOMMITTEE REVIEW (if applicable)

Committee	Development & Planning		
Date Reviewed	November 13, 2017		
Recommendation	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Split <input type="checkbox"/>

ATTACHMENTS:

Exhibit I - Ordinance

Prepared by: K Tragesser, Development Services, City of West Des Moines, PO Box 65320, West Des Moines, IA 50265
Return To: City Clerk, City of West Des Moines, P.O. Box 65320, West Des Moines, IA 50265
Tax Statement: Not Applicable

ORDINANCE #

AN ORDINANCE AMENDING THE CITY CODE OF THE CITY OF WEST DES MOINES, IOWA 2014, AND ORDINANCE #1349, #1661, #1704, #1785, #1838, #2018, #2044, #2223, AND #2307 (ALSO KNOWN AS GREENWAY CROSSING #53) PERTAINING TO P.U.D. (PLANNED UNIT DEVELOPMENT) DISTRICT REGULATIONS AND GUIDELINES.

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

SECTION 1. AMENDMENT. Ordinances #1349, #1661, #1704, #1785, #1838, #2018, #2044, #2223, and #2307 GreenWay Crossing PUD, Section 3 Land Use Design Criteria, Paragraph B: Parcels E, F, and G, is hereby amended by deleting the language in strikethrough and shaded text and adding language in bolded text:

B. Parcels E, F, and G: All general use regulations and provisions set forth in title 9, "Zoning", of the city code for the office (OF) shall apply to any development proposal for any of these parcels as shown on the sketch plan for the GreenWay Crossing PUD ordinance, unless noted elsewhere within this ordinance.

1. Allowed Uses:
 - a. Allowed uses within parcels E, ~~and F, and G~~ shall include all office uses within the OF office district except for the following uses which shall not be permitted in their entirety:

SECTION 2. AMENDMENT. Ordinances #1349, #1661, #1704, #1785, #1838, #2018, #2044, #2223, and #2307 GreenWay Crossing PUD, Section 3 Land Use Design Criteria, Paragraph B: Parcels E and F, Subparagraph 5, is hereby amended by deleting the language in strikethrough and shaded text and adding language in bolded text:

5. Buffers: a thirty foot (30') buffer park will be required to be provided along the west and south boundary of Parcel E and on the south boundary of Parcels A ~~and G~~ at the time that a development plan is submitted for ~~each~~ **the parcel.**

SECTION 3. AMENDMENT. Ordinances #1349, #1661, #1704, #1785, #1838, #2018, #2044, #2223, and #2307 GreenWay Crossing PUD, Section 3 Land Use Design Criteria is hereby amended by inserting a new Paragraph C: Parcel G as follows and re-lettering the subsequent paragraphs under this Section accordingly:

C. Parcel G: All general use regulations and provision set forth in title 9, "Zoning" of the city code for the residential high density district (RH-18) shall apply to any development proposal for Parcel G as shown on the sketch plan for the GreenWay Crossing PUD ordinance, unless noted below or elsewhere within this ordinance.

1. Uses in Parcel G will be restricted to senior housing only.

2. Setbacks and Building Height: The following bulk density regulations for setbacks and building height shall be as follows;

a. Minimum setbacks from all property lines shall be a minimum thirty foot (30') for no more than a three story building. Additional setback of 10 feet for each additional 12 feet in height above three stories shall be required. Setbacks shall be measured from the property line to the foundation or outside edge of a deck; however, no part of a building shall be closer than twenty feet (20') from the curb line of a private drive.

3. Buffers: Buffers shall be provided as follows and landscape requirements will be in addition to open space or parking lot landscaping. The location of detention basins within the buffer areas does not negate the buffer requirements.

a. A thirty foot (30') landscape buffer shall be installed along 90th Street to be consistent with other parcels along 90th Street. Buffer width shall be measured from the property line along the public street and the curb line along private streets. Landscape requirements shall be in accordance with city code for a thirty foot (30') buffer.

b. With the zone change of Parcel G to Residential High Density, the burden of providing a buffer between dissimilar land uses (commercial to residential) lies with Parcel G.

The buffer width along the north boundary shall be 30 feet with landscaping provided according to city code for a 30 foot buffer. The width shall be measured from the curb line along a private drive or the property line along a public street.

The buffer width along the west boundary will be twenty feet with landscaping provided at two thirds of the requirement of a thirty foot (30') buffer as provided in city code. The width of the buffer will be measured from the curb line of a private street or the property line along a public street.

No buffer is required along Bishop Drive due to the existing residential high density development in Parcel H.

4. Screening: Vegetation or other measures, with or without berming, shall be required to provide opaque screening of all parking areas, dumpsters, mechanical equipment, etc., from view from all streets (public and private) and adjoining dissimilar land uses.

5. Parking: Parking space requirements shall be governed by Title 9, Zoning, Chapter 15 Off-Street Parking and Loading. The parking space requirement shall follow the parking ratio for multi-family housing as outlined in the city code. Dwelling units intended for sale shall be provided a minimum of one covered parking space that shall be tied with the dwelling unit. Covered spaces (i.e. underground parking or surface garages) may be counted towards meeting the requirement at a 1 to 1 ratio if separate secured storage is provided for the residents.

a. For multi-purpose space incorporated in the building design, the requirements for parking shall be as follows:

- 1) If the space is rentable to non-residents, the parking ratio will be one space per 50 square feet of multi-purpose space square footage, in addition to the parking required for the residents.
- 2) If the space is not rentable to non-residents, there will be no additional parking requirement.

SECTION 4. SAVINGS CLAUSE: If any section, provision, sentence, clause, phrase or part of the Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any provision, section, subsection, sentence, clause, phrase or part hereof not adjudged invalid or unconstitutional.

SECTION 5. VIOLATIONS AND PENALTIES: Any person who violates the provisions of this Ordinance upon conviction shall be punished as set forth in Section 1-4-1 of the City Code of the City of West Des Moines, Iowa.

SECTION 6. OTHER REMEDIES: In addition to the provisions set out in the Violations and Penalties Section herein, the City may proceed in law or equity against any person, firm or corporation for violation of any section or subsection of this Ordinance.

SECTION 7. EFFECTIVE DATE: This Ordinance shall be in full force and effect after its passage, approval and publication as provided by law.

Passed and approved by the City Council on this _____ day _____ 2018.

Steven K Gaer, Mayor

ATTEST:

Ryan Jacobson
City Clerk

I certify that the foregoing was published as Ordinance No. _____ on the ___ day of _____ 2018.

Ryan Jacobson
City Clerk

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

DATE: July 23, 2018

ITEM: Ordinance - Approve second reading, waive third reading and adoption of ordinance approving the Electric Franchise Agreement between the City of West Des Moines and MidAmerican Energy Company

FINANCIAL IMPACT: No immediate impact to the City

SYNOPSIS: The first reading of the ordinance was approved on July 9, 2018. At the request of MidAmerican Energy, the following non-material change has been made to the franchise ordinance regarding notice to residents, with the amended language shown as a strikethrough or in bold:

“Adjacent properties to the work site” means a property with an occupied structure that is located on either side of a street or right-of-way and which lies within ~~five hundred (500)~~ **four hundred (400)** feet in either direction from the periphery of the work site **on the same street.**

No other change to the ordinance approved on July 9, 2018 has been made.

OUTSTANDING ISSUES (if any): None

RECOMMENDATION: It is recommended that the City Council approve the second reading, waive the third reading and adopt the ordinance granting MidAmerican Energy Company a non-exclusive franchise to operate an electric system and to furnish and sell electricity to the City of West Des Moines and its residents for a period of twenty years.

Lead Staff Member: Tom Hadden, City Manager

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Finance & Admin.
Date Reviewed	April 11, 2018
Recommendation	Yes

ORDINANCE NO. _____

AN ORDINANCE GRANTING TO MIDAMERICAN ENERGY COMPANY, ITS SUCCESSORS AND ASSIGNS, THE RIGHT AND NON-EXCLUSIVE FRANCHISE TO ACQUIRE, CONSTRUCT, ERECT, MAINTAIN AND OPERATE IN THE CITY OF WEST DES MOINES, IOWA, AN **ELECTRIC SYSTEM AND COMMUNICATIONS FACILITIES** AND TO FURNISH AND SELL ELECTRIC ENERGY TO THE CITY AND ITS INHABITANTS AND AUTHORIZING THE CITY TO COLLECT FRANCHISE FEES FOR A PERIOD OF 20 YEARS.

BE IT ENACTED by the City Council of the City of West Des Moines, Iowa:

Section 1. There is hereby granted to MidAmerican Energy Company, an Iowa corporation, (hereinafter called “Company,”) and its successors and assigns, the right and non-exclusive franchise to acquire, construct, erect, maintain and operate in the City of West Des Moines, Iowa, (hereinafter called the “City,”) a system for the transmission and distribution of electric energy and communications signals along, under, over and upon the streets, avenues, rights of way and alleys to serve customers within the City, and to furnish and sell electric energy to the City and its inhabitants. The Company is granted the right to exercise of powers of eminent domain, subject to City Council approval. This franchise shall be effective for a twenty (20) year period from and after the effective date of this ordinance.

Section 2. The rights and privileges hereby granted are subject to the restrictions and limitations of Chapter 364 of the Code of Iowa 2019 or as subsequently amended or changed.

Section 3. The Company shall have the right to erect all necessary poles and to place thereon the necessary wires, fixtures and accessories as well as to excavate and bury conduits or conductors for the distribution of electric energy and communications signals in and through the City, provided the same shall be placed in accord with this franchise and City code regulations of the City, regarding the placement of structures, facilities, accessories or other objects in the right of way, including ordinances or City policies which assign corridors or other placements to users of the right of way and requirements which may be adopted regarding separation of structures, facilities, accessories or other objects.

Section 4. The City reserves onto itself the right to make reasonable regulation of the Company’s use of streets and other public property. The City may require the Company to relocate its lines, excluding facilities in private easements, at its sole expense if the right of way is needed for a public improvement or other public purpose, or when the public health, safety or welfare require relocation when necessary to prevent interference with the safety and convenience of travel in the right of way, and when the City has provided a reasonable alternative location to the Company. The City may prohibit expansion of use of the right of way if there is insufficient space to accommodate the expanded use and the City has provided a reasonable alternative location to the Company.

The Company shall, excluding facilities located in private easements (whether titled in Company

exclusively or in Company and other entities), in accordance with Iowa law including Company's Tariff on file with and made effective by the Iowa Utilities Board as may subsequently be amended ("Tariff"), at its cost and expense, locate and relocate its existing installations located in, on, over or under the right-of-way of any public street, right of way or alley in the City in such a manner as the City may require for the purposes of facilitating the construction, reconstruction, maintenance or repair of the street right of way or alley. If the City has a reasonable alternative route for the street, right of way or alley or an alternative construction method, which would not cause the relocation of Company installations or would minimize the cost or expense of relocation of Company installations, the City and Company shall work together to consider said alternative route or construction method. When the relocation of existing Company facilities are ordered by the City, the Company shall relocate the existing facilities within one-hundred twenty (120) days, unless unable to do so due to the actions of the City or a third party. The City shall, in the extension or modification of streets and roads, make provision for the placement of company service lines and facilities on City-owned right of way without charge to Company, subject to the defined dimensions of the City's street classification system. In planning for the extension or modification of streets, the City shall to the extent practicable, design such changes to limit the need for relocation of Company facilities. The City shall be responsible for surveying and staking the right-of-way for City projects that require the Company to relocate Company facilities. If requested, the City shall provide at no cost to the Company copies of the relocation plan and profile and cross section drawings. If vegetation and tree removals must be completed by the City as part of the City's project and are necessary whether or not utility facilities must be relocated, the City at its own cost shall be responsible for said removals. If project funds from a source other than the City are available to pay for the relocation of utility facilities, the City shall use its best efforts to secure said funds and provide them to the Company to compensate the Company for the costs of relocation.

Section 5. Before finalizing plans for any construction, the Company shall submit copies of the plan to the City Engineer for review and comment. The City Engineer shall approve or reject the Company plan within 45 days of its submission to the City. Plans submitted shall identify Company facilities proposed to be located in the right of way and those that would be located on property owned in fee by the Company or on private easements. If facilities are proposed to be located within the existing right of way or within thirty (30) feet of the right of way line referenced for the ultimate roadway classification as shown in the then-current comprehensive plan and identified as such by the City Engineer, approval prior to installation is required from the City Engineer, which approval shall not be withheld or conditioned except for reasonable and recognized engineering or safety reasons.

In making excavations in any streets, avenues and public places for the installation, maintenance or

repair of conductor, conduits or the erection of poles and wires or other appliances, the Company shall not unreasonably obstruct the use of the streets and shall provide signage in compliance with the standards established in the latest edition of the Manual on Uniform Traffic Control Devices. The Company shall not use any method of construction which may result in the cutting of any pavement unless the method is approved in writing by the City Engineer. In approving any method of construction, the City Engineer shall consider the impact of any method upon traffic flows, traffic and public safety. The Company in making such excavations shall, if required by ordinance, obtain a City permit therefore and provide City representatives and adjacent properties to the work site with advance notice prior to the actual commencement of the work, and shall comply with all provisions and requirements of the City in its regulation of the use of City right of way in performing such work. "Adjacent properties to the work site" means a property with an occupied structure that is located on either side of a street or right-of-way and which lies within four hundred (400) feet in either direction from the periphery of the work site on the same street. In emergencies which require immediate excavation, the Company may proceed with the work without first applying for or obtaining the permit, provided, however, that Company shall apply for and obtain the excavation permit as soon as possible after commencing such emergency work. The Company shall comply with all provisions and requirements of the City in its regulation of the use of City right-of-way in performing such work. The Company shall comply with all City ordinances regarding paving cuts, placement of facilities and restoration of pavement and other public infrastructure. The Company shall promptly replace the surface, restoring the original condition as existed prior to the Company's excavation, but shall not be required to improve or modify the public right of way, sidewalks or other areas in or adjacent to the Company project to a condition superior to its immediate previously existing condition. Company agrees any replacement of road surface shall conform to current City ordinances regarding its depth and composition. Company shall comply with all City requirements regarding sediment and erosion control and shall complete all repairs, which shall be subject to City inspection, in a timely manner.

Section 6. Vacating a street, avenue, alley, public ground or public right-of-way shall not deprive the Company of its right to operate and maintain existing facilities and their replacements on, below, above, or beneath the vacated property. Prior to the City abandoning or vacating any street, avenue, alley or public ground where the Company has electric facilities, the City shall grant the Company a utility easement for said facilities.

Section 7. The Company shall not be required to relocate, at its cost and expense, Company facilities in the public right of way that have been relocated at Company expense at the direction of the City in the previous five (5) years.

Section 8. Pursuant to relocation of Company facilities, if the City orders or requests the Company to relocate its existing facilities or equipment in order to directly facilitate a project for the primary benefit of a commercial or private developer or other non-public entity, the City shall require the developer or non-public entity to reimburse the Company for the cost of such relocation as a precondition to relocation of its existing facilities or equipment. The Company shall not be required to relocate in order to facilitate such private project at its expense.

Section 9. The Company shall indemnify, save and hold harmless the City from any and all claims, suits, losses, damages, costs or expenses, including the payment of reasonable attorney fees, on account of injury or damage to any person or property, to the extent caused or occasioned by the Company's negligence in construction, reconstruction, excavation, operation or maintenance of the electric facilities authorized by this franchise; provided, however, that the Company shall not be obligated to defend, indemnify and save harmless the City for any costs or damages to the extent arising from the negligence of the City, its officers, employees or agents.

Section 10. The pruning and removal of vegetation and trees shall be done in accordance with current nationally accepted safety and utility industry standards and federal and state law, rules and regulations. The Company is authorized and empowered to prune or remove at Company expense any tree extending into any street, avenue, right-of-way, alley, public place or public grounds to maintain electric reliability, safety, to restore utility service and to prevent limbs, branches, or trunks from interfering with the wires and facilities of the Company. The pruning and removal of vegetation and trees shall be completed in accordance with nationally accepted safety and utility standards, NSI Z133.1-2012, American National Standard for Arboricultural Operations-Safety Requirements, and ANSI A300(part 1) – 2008 Pruning, (Revision of ANSI A300 part 1-2001) American National Standard for Tree, Shrub, and other Woody Plant Management – Standard of Practices (Pruning) or subsequent revisions to these standards, and City ordinances regarding the pruning of trees that incorporate by reference that standard.

Section 11. The Company shall construct, operate and maintain its facilities in accordance with the applicable regulations of the Iowa Utilities Board or its successors and Iowa law. During the term of this franchise, the Company shall furnish electric energy in the quantity and quality consistent with and in accordance with the applicable regulations of the Iowa Utilities Board and the Company's tariff as made effective by the Iowa Utilities Board or its successors and Iowa law.

Section 12. The City reserves the right to impose a franchise fee on the gross revenue pursuant to state and city code. The franchise fee shall only be imposed through the adoption of an ordinance authorizing the franchise fee. The City shall provide the Company no less than ninety (90) days advance notice of the effective date of the franchise fee imposed by the City. If a franchise fee is imposed, it shall

be a percentage amount, as allowed by Iowa law, of the gross revenues minus uncollectible accounts generated from sales of electricity and distribution service, pursuant to the Tariff, by the Company within the corporate limits of the City. The franchise fee shall be remitted by the Company to the City on or before the last business day of the calendar quarter following the close of the calendar quarter in which the franchise fee is charged. If imposed:

- A.** The City agrees to modify the level of franchise fees imposed only once in any 24-month period.
- B.** The Company will commence collecting franchise fees on or before the first Company billing cycle of the first calendar month following ninety (90) days of receipt of information required of the City to implement the franchise fee, including the City's documentation of customer classes subject to or exempted from the City-imposed franchise fee.
- C.** The City shall be solely responsible for identifying customer classes subject to or exempt from paying the City imposed franchise fee. The Company shall have no obligation to collect franchise fees from customers in annexed areas until and unless such ordinances have been provided to the Company by certified mail. The Company shall commence collecting franchise fees in the annexed areas no sooner than sixty (60) days after receiving annexation ordinances from the City.
- D.** The Company shall not, under any circumstances be required to return or refund any franchise fees that have been collected from customers and remitted to the City. In the event the Company is required to provide data or information in defense of the City's imposition of franchise fees or the Company is required to assist the City in identifying customers or calculating any franchise fee refunds for groups of or individual customers, the City shall reimburse the Company for the expenses incurred by the Company to provide such data or information.

Section 13. The City shall not, pursuant to Chapter 480A.6 of the Code of Iowa, impose or charge right-of-way management fees upon the Company or fees for permits for Company construction, maintenance, repairs, excavation, pavement cutting or inspections of Company work sites and projects or related matters.

Section 14. The Company shall maintain the availability of service throughout the entire City, including newly annexed areas, by extending lines or facilities in a manner consistent with regulations of the Iowa Utilities Board or its successor. The City shall in the modification or extension of streets and roads make provision for the placement of Company service lines and facilities consistent with this Agreement.

In new areas of the City where the City has designated utility corridors in the right-of-way, the Company shall locate its services in the assigned corridor. Where any electric service line is in the future placed anywhere within the City's corporate limits or in unincorporated areas within two miles of the

then-current corporate limits of the City and not in a public street or street right-of-way, the Company shall provide the City a description of the intended route for such line and shall consult with the City regarding the consistency of the proposed line placement with the comprehensive plan and street plan of the City regarding the construction of infrastructure and street placement. The City shall be given at least forty five (45) days to review the Company's proposals and consult with the Company. If the Company locates its line in compliance with this section and the City subsequently requires the line to be relocated, the City shall reimburse the Company the cost of relocation. If the Company places facilities without consultation as required under this section (or against the advice of the City given after consultation under this section, but within forty-five days of notice to the City) and the City later requires the facilities to be relocated, the Company shall relocate the facilities at its own expense.

Section 15. Upon reasonable request, the Company shall provide the City, on a project specific basis, information indicating the horizontal location, relative to boundaries of the right-of-way, of all equipment which it owns or over which it has control that is located in City right-of-way, including documents, maps and other information in paper or electronic or other forms ("Information.") The Company and City recognize the Information may in whole or part be considered a confidential record under state or federal law or both. Therefore, City shall not release any Information without prior consent of the Company and shall return the Information to Company upon request. City recognizes that Company claims the Information may constitute a trade secret or may be otherwise protected from public disclosure by state or federal law on other grounds, and agrees to retain the Information in its non-public files. Furthermore, the City agrees that no documents, maps or other Information provided to the City by the Company shall be made available to the public or other entities if such documents or Information are exempt from disclosure under the provisions of the Freedom of Information Act, the Federal Energy Regulatory Commission Critical Energy Infrastructure requirements pursuant to 18 CFR 388.112 and 388.113, or Chapter 22 of the Code of Iowa, as such statutes and regulations may be amended from time to time. Following notification by City to Company of a request for the release of such Information, Company shall provide City the relevant statutory exemptions regarding disclosure of the requested Information. In the event any action at law, in equity or administrative is brought against the City regarding disclosure of any document which the Company has designated as a trade secret or as otherwise protected from disclosure, the Company shall assume, upon request of the City, the defense of said action and reimburse the City any and all costs, including attorney fees and penalties to the extent allowed by law.

Section 16. In the event the State of Iowa or the United States ceases to regulate any aspect of the delivery of electric service now regulated by either or both, the City reserves the right, consistent

with any statutes, rules or other authorization implementing such cessation, to regulate such matters to the extent such matters are local affairs impacting the health, safety or welfare of residents of the City.

Section 17. This franchise shall apply to and bind the City and Company and their successors and assigns.

Section 18. Either City or Company (“party”) may terminate this franchise if the other party shall be materially in breach of its provisions. Upon the occurrence of a material breach, the non-breaching party shall provide the breaching party with notification by certified mail specifying the alleged breach. The breaching party shall have sixty (60) days to cure the breach, unless it notifies the non-breaching party, and the parties agree upon a longer period for cure. If the breach is not cured within the cure period, the non-breaching party may terminate this franchise. A party shall not be considered to have breached this franchise if the alleged breach is the result of the actions of a third party or the other party.

Section 19. If any of the provisions of this franchise ordinance are for any reason declared to be illegal or void, the lawful provisions of this franchise ordinance which are severable from said unlawful provisions shall be and remain in full force and effect, the same as if the franchise ordinance contained no illegal or void provisions.

Section 20. To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this Agreement. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

Section 21. This ordinance and the rights and privileges herein granted shall become effective and binding upon its approval and passage in accordance with Iowa law and the written acceptance by the Company. The City shall provide Company with an original signed and sealed copy of this ordinance within 10 days of its final passage. The Company shall, within thirty (30) days after the City Council approval of this ordinance, file in the office of the clerk of the City its acceptance in writing of all the terms and provisions of this ordinance. Following City Council approval, this ordinance shall be published in accordance with the Code of Iowa. The effective date of this ordinance shall be the date of publication. In the event Company does not file its written acceptance of this ordinance within thirty (30) days after its approval by the City Council, this ordinance shall be void and of no effect.

Section 22. Upon the effective date of this ordinance, all prior franchises granted to the Company to furnish electric service to the City and its inhabitants are hereby repealed and all other ordinances or parts of ordinances in conflict herewith are also hereby repealed.

PASSED AND APPROVED this ____ day of _____, 2018.

CITY OF WEST DES MOINES, IOWA

By: _____
Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

I, Ryan T. Jacobson, City Clerk of the City of West Des Moines, Iowa, hereby certify that the above and foregoing is a true copy of Ordinance No. _____, passed by the City Council of the City of West Des Moines on _____, 2018, and signed by Mayor Steven K. Gaer on _____, 2018, and published as provided by law on _____, 2018.

Ryan T. Jacobson, City Clerk

NO CHANGE FROM PREVIOUS READING

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

DATE: July 23, 2018

ITEM: Ordinance - Approve second reading, waive third reading and adoption of ordinance approving the Gas Franchise Agreement between the City of West Des Moines and MidAmerican Energy Company

FINANCIAL IMPACT: No immediate impact to the City

SYNOPSIS: In 1978 the City of West Des Moines entered into a twenty five year gas franchise agreement with Iowa Power and Light Company, predecessor of MidAmerican Energy Company (MAE), allowing Iowa Power and Light to use City right-of-way for the installation of gas lines and related components and to furnish and sell natural gas to City residents. The agreement expired in 2003, and in 2007, in conjunction with renewal of the electric franchise agreement, the gas franchise agreement was renegotiated. Both agreements expired on June 30, 2018. The attached Gas Franchise agreement between the City and MAE allows the utility to continue to provide natural gas to City residents, and assures that the provision of natural gas service will be extended to newly annexed areas of the City. The agreement imposes requirements upon MAE in exchange for use of the City’s right-of-way and allows for the future collection of franchise fees if subsequently determined appropriate by the City Council. The term of the agreement is twenty years.

OUTSTANDING ISSUES (if any): None

RECOMMENDATION: It is recommended that the City Council approve the second reading, waive the third reading and adopt the ordinance granting MidAmerican Energy Company a non-exclusive franchise to operate a natural gas system and to furnish and sell natural gas to the City of West Des Moines and its residents for a period of twenty years.

Lead Staff Member: Tom Hadden, City Manager

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Finance & Admin.
Date Reviewed	April 11, 2018
Recommendation	Yes

ORDINANCE NO. _____

AN ORDINANCE GRANTING TO MIDAMERICAN ENERGY COMPANY, ITS SUCCESSORS AND ASSIGNS, THE RIGHT AND NON-EXCLUSIVE FRANCHISE TO ACQUIRE, CONSTRUCT, ERECT, MAINTAIN AND OPERATE IN THE CITY OF WEST DES MOINES, IOWA, A NATURAL GAS SYSTEM AND TO FURNISH AND SELL NATURAL GAS TO THE CITY AND ITS INHABITANTS AND AUTHORIZING THE CITY TO COLLECT FRANCHISE FEES FOR A PERIOD OF 20 YEARS.

BE IT ENACTED by the City Council of the City of West Des Moines, Iowa:

Section 1. There is hereby granted to MidAmerican Energy Company, an Iowa corporation, (hereinafter called “Company,)” and to its successors and assigns the right and non-exclusive franchise to acquire, construct, erect, maintain and operate in the City of West Des Moines, Iowa, (hereinafter called the “City,)” a gas distribution system, to furnish natural gas along, under and upon the right-of-way, streets, avenues and alleys to serve customers within and without the City and to furnish and sell natural gas to the City and its inhabitants. The City Council reserves to itself the right to extend this franchise to other public places upon request of the Company. For the term of this franchise, the Company is granted the right of eminent domain, the exercise of which is subject to City Council approval upon application by the Company. This franchise shall be effective for a twenty year period from and after the effective date of this ordinance.

Section 2. The rights and privileges hereby granted are subject to the restrictions and limitations of Chapter 364 of the Code of Iowa 2019, or as subsequently amended or changed.

Section 3. The City reserves to itself the right to make reasonable regulation of the Company’s use of streets and other public property, but grants to the Company the right to excavate in any public street for the purpose of laying, relaying, repairing or extending gas pipes, mains, conduits, and other facilities provided that the same shall be so placed as not to unreasonably interfere with any above or below-ground utility services or facilities which have been or may hereafter be located by or under authority of the City.

Section 4. The Company shall, excluding facilities located in private easements (whether titled in Company exclusively or in Company and other entities), in accordance with Iowa law including Company’s tariff on file with and made effective by the Iowa Utilities Board as may subsequently be amended (“Tariff,”) at its cost and expense, locate and relocate its existing facilities or equipment in, on, over or under any public street or alley in the City in such a manner as the City may reasonably require for the purposes of facilitating the construction, reconstruction, maintenance, repair or improvement of the street or alley. If, as solely determined by the City, the City has a reasonable alternative route for the street, alley or public improvements or an alternative construction method which would not cause the relocation of the Company installations, the City shall select said alternative route or construction method. The City shall be responsible for surveying and

staking the right-of-way for City projects that require the Company to relocate Company facilities. If requested the City shall provide, at no cost to the Company, copies of its relocation plan and profile and cross section drawings. If tree and vegetation removal must be completed by the City as part of the City's project and are necessary whether or not utility facilities must be relocated, the City at its own cost shall be responsible for said removals. If project funds from a source other than the City are available to pay for the relocation of utility facilities, the City shall attempt to secure said funds and provide them to the Company to compensate the Company for the costs of relocation.

Section 5. Before finalizing plans for any construction, the Company shall submit copies of the plan to the City Engineer for review and comment. The City Engineer shall approve or reject the Company plan within 45 days of its submission to the City. Plans submitted shall identify Company facilities proposed to be located in the right of way and those that would be located on property owned in fee by the Company or on private easements. If facilities are proposed to be located within the existing right of way or within thirty (30) feet of the right of way line referenced for the ultimate roadway classification as shown in the then-current comprehensive plan and identified as such by the City Engineer, approval prior to installation is required from the City Engineer, which approval shall not be withheld or conditioned except for reasonable and recognized engineering or safety reasons.

The Company shall not use any method of construction which may result in the cutting of any pavement unless the method is approved in writing by the City Engineer. In approving any method of construction, the City Engineer shall consider the impact of any method upon traffic flows, traffic and public safety. The Company in making such excavations shall, if required by ordinance, obtain a City permit therefore and provide City representatives with advance notice prior to the actual commencement of the work, and shall comply with all provisions and requirements of the City in its regulation of the use of City right of way in performing such work. In emergencies which require immediate excavation, the Company may proceed with the work without first applying for or obtaining the permit, provided, however, that Company shall apply for and obtain the excavation permit as soon as possible after commencing such emergency work.

In making excavations in any streets, avenues, alleys and public places for the installation, maintenance or repair of gas pipes, conduits or apparatus, the Company shall not unreasonably obstruct the use of the streets or other public property and shall comply with all City ordinances regarding paving cuts, placement of facilities and restoration of pavement and other public infrastructure. Company shall promptly replace the surface, restoring it to the condition as existed immediately prior to excavation. Company agrees any replacement of road surface shall conform to current City code regarding its depth

and composition. The Company shall not be required to restore or modify public right of way, sidewalks or other areas in or adjacent to the Company project to a condition superior to its immediate previously existing condition or to a condition exceeding its previously existing condition to the extent any alterations are required for the City to comply with city, state or federal rules, regulations or laws. Company will work with City, however, in conjunction with restoration of property to allow City to comply with city, state or federal rules, regulations or laws. Company shall comply with all City requirements regarding sediment and erosion control and shall complete all repairs, which shall be subject to City inspection, in a timely manner.

Section 6. The City's vacating a street, avenue, alley or public right-of-way shall not deprive the Company of its right to operate and maintain existing facilities on, below, above, or beneath the vacated property. Prior to the City abandoning or vacating any street, avenue, alley or public right-of-way where the Company has facilities in the vicinity, the City shall provide Company with not less than sixty (60) days advance notice of the City's proposed action and, upon request grant the Company a utility easement covering existing and future facilities and activities. If the City fails to grant the Company a utility easement for said facilities prior to abandoning or vacating a street, avenue, alley or public right-of-way the City shall at its cost and expense obtain easements for the existing Company facilities.

Section 7. The Company shall not be required to relocate, at its cost and expense, Company facilities in the public right of way that have been relocated at Company expense at the direction of the City in the previous five (5) years.

Section 8. The City may require the Company to relocate its lines, excluding facilities in private easements, at its sole expense if the right of way is needed for a public improvement or other public purpose, or when the public health, safety or welfare require relocation when necessary to prevent interference with the safety and convenience of travel in the right of way, and when the City has provided a reasonable alternative location to the Company. The City may prohibit expansion of use of the right of way if there is insufficient space to accommodate the expanded use and the City has provided a reasonable alternative location to the Company.

The Company shall, excluding facilities located in private easements (whether titled in Company exclusively or in Company and other entities), in accordance with Iowa law, including Company's Tariff on file with and made effective by the Iowa Utilities Board and as may subsequently be amended ("Tariff"), at its cost and expense, locate and relocate its existing installations located in, on, over or under the right-of-way of any public street, right of way or alley in the City in such a manner as the City may require for the purposes of facilitating the construction, reconstruction, maintenance or repair of the street

right of way or alley. If the City has a reasonable alternative route for the street, right of way or alley or an alternative construction method, which would not cause the relocation of Company installations or would minimize the cost or expense of relocation of Company installations, the City and Company shall work together to consider said alternative route or construction method. When the relocation of existing Company facilities are ordered by the City the Company shall relocate the existing facilities within one-hundred twenty (120) days unless unable to do so due to the actions of the City or a third party.

Section 9. Pursuant to relocation of Company facilities as may be required here under, if the City orders or requests the Company to relocate its existing facilities or equipment in order to directly or indirectly facilitate the project of a commercial or private developer or other non-public entity, City shall reimburse or the City shall require the developer or non-public entity to reimburse the Company for the cost of such relocation as a precondition to relocation. The Company shall not be required to relocate in order to facilitate such private project at its expense.

Section 10. The Company shall indemnify and save harmless the City from any and all claims, suits, losses, damages, costs or expenses, including reasonable attorney fees, on account of injury or damage to any person or property, to the extent caused or occasioned by the Company's negligence in construction, reconstruction, excavation, operation or maintenance of the natural gas facilities authorized by this franchise; provided, however, that the Company shall not be obligated to defend, indemnify and save harmless the City for any costs or damages to the extent arising from the negligence of the City, its officers, employees or agents.

Section 11. Upon reasonable request, the Company shall provide the City, on a project specific basis, information indicating the horizontal location, relative to boundaries of the right of way, of all equipment which it owns or over which it has control that is located in the public right of way, including documents, maps and other information in paper or electronic or other forms ("Information"). The Company and City recognize the Information may in whole or part be considered a confidential record under state or federal law or both. Upon receipt of a request from a third party for information concerning information about the Company's facilities within the City, the City will promptly submit same to Company. If the Company believes any of the information requested constitutes a trade secret which may otherwise be protected from public disclosure by state or federal law, or otherwise exempt from disclosure under the provisions of the Freedom of Information Act, the Federal Energy Regulatory Commission Critical Energy Infrastructure requirements pursuant to 18 CFR 388.112 and 388.113, or Chapter 22 of the Code of Iowa, as such statutes and regulations may be amended from time to time, the Company shall provide the City with a written explanation of the basis for such assertion of

confidentiality or exemption from disclosure within ten (10) days. In the event any action at law, in equity or administrative is brought against the City regarding disclosure of any document which the Company has designated as a trade secret or as otherwise protected from disclosure, the Company shall assume, upon request of the City, the defense of said action and reimburse the City any and all costs, including attorney fees and penalties to the extent allowed by law.

Section 12. The Company shall extend its mains and pipes and operate and maintain the availability of service throughout the entire City, including newly annexed areas, by extending lines or facilities in a manner consistent with regulations of the Iowa Utilities Board or its successor. The City shall in the modification or extension of streets and roads make provision for the placement of Company service lines and facilities consistent with this Agreement.

In new areas of the City where the City has designated utility corridors in the right of way, the Company shall locate its services in the assigned corridor. Where any gas line is in the future placed anywhere within the City's corporate limits or in unincorporated areas within two miles of the then-current corporate limits of the City and not in a public street or street right of way, the Company shall provide the City a description of the intended route for such line and shall consult with the City regarding the consistency of the proposed line placement with the comprehensive plan and street plan of the City regarding the construction of infrastructure and street placement. The City shall be given at least forty five (45) days to review the Company's proposals and consult with the Company. If the Company locates its line in compliance with this section and the City subsequently requires the line to be relocated, the City shall reimburse the Company the cost of relocation. If the Company places facilities without consultation as required under this section (or against the advice of the City given after consultation under this section, but within forty-five (45) days of notice to the City) and the City later requires the facilities to be relocated, the Company shall relocate the facilities at its own expense.

Section 13. During the term of this franchise, the Company shall furnish natural gas in the quantity and quality consistent and in accordance with the applicable regulations of the Iowa Utilities Board and the Company's tariff as made effective by the Iowa Utilities Board or its successors and Iowa law.

Section 14. All reasonable and proper police regulations shall be adopted and enforced by the City for the protection of the facilities of the Company.

Section 15. The City reserves the right to impose a franchise fee on the gross revenue collected from the natural gas customers of the Company receiving service and located within the corporate limits of the City. The franchise fee shall only be imposed through the adoption of an ordinance authorizing the fee. If imposed, the franchise fee shall be upon the gross receipts, minus uncollectible accounts, generated from

sales of natural gas and distribution service:

A. The City agrees to modify the level of franchise fees imposed only once in any 24-month period.

B. The Company will commence collecting franchise fees on or before the first Company billing cycle of the first calendar month following ninety (90) days of receipt of information required of the City to implement the franchise fee, including the City's documentation of customer classes subject to or exempted from City-imposed franchise fee.

C. The City shall be solely responsible for identifying customer classes subject to or exempt from paying the City imposed franchise fee. The Company shall have no obligation to collect franchise fees from customers in annexed areas until and unless such ordinances have been provided to the Company by certified mail. The Company shall commence collecting franchise fees in the annexed areas no sooner than sixty (60) days after receiving annexation ordinances from the City.

D. The Company shall not, under any circumstances be required to return or refund any franchise fees that have been collected from customers and remitted to the City. In the event the Company is required to provide data or information in defense of the City's imposition of franchise fees or the Company is required to assist the City in identifying customers or calculating any franchise fee refunds for groups of or individual customers the City shall reimburse the Company for the expenses incurred by the Company to provide such data or information.

Section 16. Upon implementation of a franchise fee the City shall not, pursuant to Chapter 480A.6 of the Code of Iowa, impose or charge Company right of way management fees for permits for Company construction, maintenance, repairs, excavation, pavement cutting or inspections of Company work sites and projects or related matters.

Section 17. Either City or Company ("party") may terminate this franchise if the other party shall be materially in breach of its provisions. Upon the occurrence of a material breach, the non-breaching party shall provide the breaching party with notification by certified mail specifying the alleged breach. The breaching party shall have sixty (60) days to cure the breach, unless it notifies the non-breaching party, and the parties agree upon a shorter or longer period for cure. If the breach is not cured within the cure period, the non-breaching party may terminate this franchise. A party shall not be considered to have breached this franchise if the alleged breach is the result of the actions of a third party or the other party.

Section 18. If any section, provision, or part of this ordinance shall be adjudged to be invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

Section 19. This ordinance and the rights and privileges herein granted shall become effective and

binding upon its approval and passage in accordance with Iowa law and the written acceptance by the Company. The City shall provide Company with an original signed and sealed copy of this ordinance within ten (10) days of its final passage. The Company shall, within thirty (30) days after the City Council approval of this ordinance, file in the office of the clerk of the City, its acceptance in writing of all the terms and provisions of this ordinance. Following City Council approval, this ordinance shall be published in accordance with the Code of Iowa. The effective date of this ordinance shall be the date of publication. In the event that the Company does not file its written acceptance of this ordinance within thirty (30) days after its approval by the City Council, this ordinance shall be void and of no effect.

Section 20. To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this Agreement. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

Section 21. Upon the effective date of this ordinance, all prior natural gas franchises granted to the Company to furnish natural gas to the City and its inhabitants are hereby repealed and all other ordinances or parts of ordinances in conflict herewith are also hereby repealed.

PASSED AND APPROVED this ____ day of _____, 2018.

CITY OF WEST DES MOINES, IOWA

By: _____
Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

I, Ryan T. Jacobson, City Clerk of the City of West Des Moines, Iowa, hereby certify that the above and foregoing is a true copy of Ordinance No. _____, passed by the City Council of the City of West Des Moines on _____, 2018, and signed by Mayor Steven K. Gaer on _____, 2018, and published as provided by law on _____, 2018.

Ryan T. Jacobson, City Clerk

**CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION
NO CHANGES FROM PREVIOUS READING**

ITEM:

DATE: July 23, 2018

Second reading, waiver of third reading, and final approval of proposed Ordinance to amend Section 2 of Title 7, Chapter 12 of the Municipal Code to revise the library conduct rules and regulations pursuant to policy changes approved by the Library Board of Trustees.

FINANCIAL IMPACT:

This proposed Ordinance amendment should have no financial impact to the City.

BACKGROUND:

Section 7-12-2 of the City Code details the rules and regulations that pertain to the conduct of library patrons and the use of library facilities. Section 2-6-5 of the City Code provides for the powers and duties of the Library Board of Trustees, which includes establishing the rules and regulations found in Section 7-12-2. The Library Board of Trustees revised the library conduct policy by vote on June 19, 2018. This proposed Ordinance amendment would incorporate a provision in the library conduct policy into the City Code to prohibit bullying by library patrons, which has been modeled after Iowa Code section 280.28 concerning bullying and harassment in schools. This item was not presented to a City Council subcommittee because the Library Board of Trustees possesses the authority to make these changes on its own and there are no proposed changes to alcohol use within the library with this ordinance amendment. The City Council unanimously approved of the first reading of this proposed Ordinance at its meeting held on July 9, 2018.

OUTSTANDING ISSUES (if any): None

RECOMMENDATION:

Approval of the second reading, waiver of the third reading, and final approval of this proposed Ordinance.

Lead Staff Member: Darryl H. Eschete, Library Director

STAFF REVIEWS

Department Director	
Appropriations/Finance	
Legal	Jason B. Wittgraf, Assistant City Attorney <i>JBW</i>
Agenda Acceptance	<i>RTG</i>

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	N / A		
Date Reviewed			
Recommendation			

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY CODE OF THE CITY OF WEST DES MOINES, IOWA, 2014, BY AMENDING TITLE 7, "PUBLIC WAYS AND PROPERTY", CHAPTER 12, "LIBRARY REGULATIONS", SECTION 2 "RULES AND REGULATIONS"

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

SECTION 1: Title 7, Chapter 12, Section 2 is hereby amended by adding underline text.

7-12-2: RULES AND REGULATIONS:

The following rules and regulations are established concerning the conduct of patrons and use of library facilities, as follows:

A. Library patrons are expected to be engaged in the productive use of the library's resources. This includes reading, studying, researching, attending programs and utilizing library material. Patrons have the right to use the library undisturbed and library employees have the right to work without undue interference.

B. The library will not tolerate bullying in any library space, gathering, or program and staff will do all they reasonably can to create a safe space for all library users, regardless of an individual's actual or perceived age, color, creed/denomination, national origin, race, religion, marital status, sex, sexual orientation, gender identity, physical attributes/appearance, physical or mental ability or disability, ancestry, political party preference, political belief, socioeconomic status, or familial status. Bullying is defined as the unwanted, aggressive use of physical, social, or mental/intellectual power to control, harm, or humiliate another person in a repetitive or pervasive manner.

C. No person shall engage in any conduct which disturbs or interferes with the legitimate use of the library, as follows:

1. Refuse to follow reasonable directives or instructions from a library staff member.
2. Willfully annoy, bully, harass, or threaten another person.
3. Behave in a disorderly, loud, or boisterous manner, including loud conversations.
4. Interfere with another person's passage within the library or on library grounds.
5. Consume or possess alcoholic beverages unless the library board of trustees has approved of an event or function at the library where alcoholic beverages will be provided. The consumption or possession of alcoholic beverages shall be limited to that provided to those in attendance at the approved library event or function, and shall be confined to a designated area within the library during the event or function.
6. Use or possess controlled substances on library grounds or be under the influence of alcohol or controlled substances in a manner that causes public disturbance.
7. Possess any firearm, knife, or any device which could be used as a weapon or other weapon

prohibited by city ordinance or state statutes.

8. Deface or destroy library property.

9. Eat or drink in the library (unless eating or drinking is specifically allowed in an area or at a particular activity).

10. Use tobacco or smoke in the library, including the use of electronic cigarettes or vaping devices.

11. Sleep in the library, or exhibit the appearance of sleep.

12. Remain in the library after regular closing hours.

13. Solicit funds, "panhandle", or engage in commercial activity unless authorized by library administration.

14. Interfere with patrons' use of the library through poor bodily hygiene which is so offensive as to constitute a nuisance, or through excessive use of perfume, cologne, or alcohol.

15. Bring animals into the library except as required by persons with disabilities.

16. Use sports equipment, skates, or a skateboard in the library.

17. Use any audio, personal communication, or computing device in a manner that is disturbing to other patrons. Cellphone ringers should be set to silent or vibrate and device speakers muted or headphones used.

18. Campaign, leaflet, petition, interview, or survey patrons or staff in a manner that is disruptive to library activities.

19. Willfully expose patrons and staff to offensive images or language.

20. Engage in lengthy conversations (including conversations on cellphones) in areas intended for quiet study.

21. Interfere with the library's right to maintain a clean, pleasant, and safe facility.

22. Relocate or rearrange furniture beyond repositioning existing seating around tables.

23. Be in any state of inappropriate undress.

24. Engage in sexual activity of any kind, including inappropriate displays of romantic affection.

25. Bring luggage, bedrolls, or large bags into the library.

26. Leave packages, backpacks, or personal belongings unattended. Personal property must be within sight of the owner. The library assumes no responsibility for belongings left unattended. Large or possibly valuable belongings left on the premises after closing will be forwarded to the police department.

27. Use bathrooms for unreasonable or unintended purposes, such as bathing or laundering.

SECTION 2. REPEALER. All Ordinances or parts of Ordinances in conflict with the provision of this Ordinance are hereby repealed.

SECTION 3. SAVINGS CLAUSE. If any section, provision, sentence, clause, phrase, or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any provision, section, subsection, sentence, clause, phrase, or part hereof not adjudged invalid or unconstitutional.

SECTION 4. EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage, adoption, and publication as required by law.

PASSED AND APPROVED this ____ day of _____, 2018.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

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

Date: July 23, 2018

ITEM: Somerfield PUD, SE corner of Mills Civic Pkwy and S 50th St - Amend the Somerfield PUD to modify buffer park regulations - Kyle & Maureen Barton - ZC-003948-2018

RESOLUTION: Approval of First Reading of the Ordinance Amendment

FINANCIAL IMPACT: Undetermined.

BACKGROUND: The applicant and property owners, Kyle & Maureen Barton, are requesting to amend the Somerfield Planned Unit Development (PUD) to modify buffer park regulations for Parcel C to allow fences to be placed within the designated buffer. The applicant's wish to construct a six foot (6') fence essentially adjacent to the sidewalk which is within the S. 50th Street buffer park. The buffer park was established as part of the 1995 Fieldstone Plat 1 Final Plat with language restricting the placement of structures within the S. 50th St buffer park being included in the PUD and a separate associated Buffer Park Easement document that was recorded with the County.

The applicant's property (4931 Fieldstone Drive) was platted as Lot 27, Fieldstone Plat No. 1 on April 5, 1995. The home on the property was built in 1996. It should be noted that the requested amendment will also apply to the corner lot directly south of the applicant's property (4930 Fieldstone Drive).

Plan and Zoning Commission Action:

Vote: 3-2 Approval, with Commissioner(s) Drake and Southworth Absent.

Date: July 16, 2018

Motion: Adopt a resolution recommending the City Council approve the amended PUD Ordinance, but to allow a fence as close as 4' to the property line.

Plan and Zoning Commission Discussion:

The applicant and several property owners spoke in support of the PUD amendment at the Commission meeting citing the proximity to existing commercial to the north, views through the existing trees, a desire to work around existing trees, and the impending development of the commercial property to the west as reasons for their support. Three of the Commission members (Crowley, Andersen, and Hatfield) believed that the property's proximity to commercial development was a valid concern and created a unique situation, and therefore supported the request and made a motion to allow a fence as close as 4' to the western boundary. The other two members (Erickson and Costa) were sympathetic to concerns about the proximity to commercial, but questioned the applicant's indication that they are desiring to place the fence in close proximity to the sidewalk to avoid removing undesirable Mulberry and other volunteer trees, and voiced concerns about consistency with other properties that have fences located 30' back. These two Commissioners believed that the applicant could appropriately secure his property and provide the desired streetscape with a fence setback at least 15'. As indicated, a motion to allow a fence as close as 4' to the western property boundary (S. 50th Street) passed with a 3-2 vote.

OUTSTANDING ISSUES:

Staff has updated the PUD language to reflect Plan and Zoning Commission's recommendation for a 4' setback. However, as a fence located adjacent to a property line blocks views of buffer required landscape vegetation that would otherwise be clearly visible from the public streets, staff recommends a change in the PUD language related to buffer vegetation. To provide a visual presence of the tree canopy from the street, Staff recommends requiring the implementation of ½ of the number of overstory trees required per code of a 30' buffer to be located within the first fifteen feet (15') adjacent to the street right-of-way line. **If the City Council would like the fence to be in a different location than as indicated by the Plan and Zoning Commission's recommendation; or, if they would like to address buffer vegetation differently than proposed by staff, the Council would need to direct staff to modify the language accordingly to reflect their specified wishes.**

- PUD Amendment as presented by staff in the Plan and Zoning Commission communication:

Development Standards: A minimum sixty foot (60') buffer park easement shall be required for all lots bordering South 50th Street with no driveway access to individual lots permitted from South 50th Street. Prior to development within any part of parcel C, a buffer plan shall be reviewed and approved by the city which illustrates that use of berms and tree plantings to effectively buffer the single-family residential uses along South 50th Street from South 50th Street and projected uses west of South 50th Street. A thirty foot (30') buffer park easement shall be required along the north boundary of parcel C for that portion that borders parcel A. A thirty foot (30') buffer park easement shall be required along the north boundary of parcel C for that portion that borders parcel B, where all rear setbacks for lots abutting the north boundary shall be measured from the buffer park easement. All buffer park easements shall be designated as no build areas and no structures will be allowed to encroach or be constructed within said buffer park easement, ~~with the exception that one fence that is consistently designed shall be allowed to be located within said buffer park easement to buffer parcels A, B and C.~~ ***except that a six foot fence shall be allowed on the north boundary of Parcel C, and a 6' fence shall be allowed in Parcel C at a minimum fifteen foot (15') setback from the ultimate right-of-way line of S 50th Street, If a fence is located anywhere within the sixty foot (60') wide S. 50th Street buffer, minimum landscape vegetation equal to ½ of the vegetation otherwise required per city code for a thirty foot (30') wide buffer shall be installed and maintained in that area between the street right-of-way and the fence. Landscape vegetation within Parcel C along the north boundary shall not be required.***

- PUD Amendment with 4' setback as recommended by the Plan and Zoning Commission with modified language by staff to address implementation of vegetation within buffer area:

Development Standards: A minimum sixty foot (60') buffer park easement shall be required for all lots bordering South 50th Street with no driveway access to individual lots permitted from South 50th Street. Prior to development within any part of parcel C, a buffer plan shall be reviewed and approved by the city which illustrates that use of berms and tree plantings to effectively buffer the single-family residential uses along South 50th Street from South 50th Street and projected uses west of South 50th Street. A thirty foot (30') buffer park easement shall be required along the north boundary of parcel C for that portion that borders parcel A. A thirty foot (30') buffer park easement shall be required along the north boundary of parcel C for that portion that borders parcel B, where all rear setbacks for lots abutting the north boundary shall be measured from the buffer park easement. All buffer park easements shall be designated as no build areas and no structures will be allowed to encroach or be constructed within said buffer park easement,, ~~with the exception that one fence that is consistently designed shall be allowed to be located within said buffer park easement to buffer parcels A, B and C.~~ ***except that a six foot fence shall be allowed on the north boundary of Parcel C, and a 6' fence shall be allowed along the west boundary in Parcel C at a minimum four foot (4') setback from the ultimate right-of-way line of S 50th Street. If a fence is located anywhere within the sixty foot (60') wide S. 50th Street buffer, in order to promote a street tree canopy visible to the general public from S 50th Street, minimum landscape vegetation equal to ½ of the overstory trees otherwise required per city code for a thirty foot (30') wide buffer shall be installed and maintained within the first fifteen feet (15') adjacent to the street right-of-way. Landscape vegetation within Parcel C along the north boundary shall not be required.***

The condition of approval included with the Plan and Zoning Commission's staff report has been modified to reflect the placement of the vegetation immediately adjacent to the fence rather than between the sidewalk and fence as originally indicated in the condition included as part of the P&Z staff report.

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: May 29, 2018*
- Staff Review and Comments
 - *PUD and City Code Requirements*
 - *PUD Sketch Plan*
 - *Buffer Park Easement Document*
- Comprehensive Plan Consistency
- Noticing Information
- Staff Recommendations and Conditions of Approval

- Owner/Applicant/Applicant Representative Information

RECOMMENDATION: Based upon the preceding review and a finding of consistency with the goals and policies of the Comprehensive Plan, the Plan and Zoning Commission recommends the City Council approve the first reading of an amendment to the Somerfield Planned Unit Development to modify buffer park regulations for Parcel C along S. 50th Street to allow a privacy fence located at a minimum 4' setback and staff recommends buffer language modifications, subject to the applicant meeting all City Code requirements, and the following:

1. Prior to issuance of a Fence Permit for a 6' privacy fence within the S. 50th Street buffer, the applicant shall provide written confirmation and a landscape plan demonstrating the minimum landscape vegetation as required per the PUD is, or will be located ~~between the fence and the S. 50th Street ultimate right-of-way~~ within the first fifteen feet (15') immediately adjacent to the S. 50th Street ~~fence~~ right-of-way.

Lead Staff Member: J. Bradley Munford

Staff Reviews:

Department Director	UK
Appropriations/Finance	
Legal	JBW
Agenda Acceptance	RTJ

PUBLICATION(S) (if applicable)

Published In	<i>Des Moines Register</i>	
Date(s) Published	June 29, 2108	
Letter sent to surrounding property owners	June 26, 2018	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Development & Planning		
Date Reviewed	5/29/2018		
Recommendation	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Split <input type="checkbox"/>

ATTACHMENTS:


- Exhibit I - Plan and Zoning Commission Communication
 - Attachment A - Commission Resolution
 - Exhibit A - Conditions of Approval
 - Attachment B - Location Map
 - Attachment C - Topography Map
 - Attachment D - Fence Location Options Map
 - Attachment E - Letter from Applicant
 - Attachment F - Proposed PUD Ordinance Amendment
- Exhibit II - PUD Ordinance per P&Z recommendation and modified buffer vegetation requirement
 - Exhibit A - PUD Sketch Plan

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

Meeting Date: July 16, 2018

Item: Somerfield PUD, SE corner of Mills Civic Pkwy and S 50th St - Amend the Somerfield PUD to modify buffer park regulations - Kyle & Maureen Barton - ZC-003948-2018

Requested Action: Recommend approval of a PUD amendment

Case Advisor: J. Bradley Munford, Planner 

Applicant's Request: The applicant and property owners, Kyle & Maureen Barton, are requesting to amend the Somerfield Planned Unit Development (PUD) to modify buffer park regulations for Parcel C, to allow fences to be placed within the designated buffer. The applicant's wish to construct a six foot (6') fence essentially adjacent to the sidewalk which is within the S. 50th Street buffer park. The buffer park was established as part of the 1995 Fieldstone Plat 1 Final Plat with language restricting the placement of structures within the S. 50th St buffer park being included in the PUD and a separate associated Buffer Park Easement document that was recorded with the County.

The applicant's property (4931 Fieldstone Drive) was platted as Lot 27, Fieldstone Plat No. 1 on April 5, 1995. The home on the property was built in 1996. It should be noted that the requested amendment will also apply to the corner lot directly south of the applicant's property (4930 Fieldstone Drive).

History: This area was rezoned in 1992 as a part of the Gateway Park PUD. That PUD changed the zoning from Estate Use Residential (EU-1: equivalent to current RE zoning) to Residential Single-Family (RS-15). The PUD has been amended six times since 1992. None of the amendments made modification to the Single Family portion of the PUD; however, the 1999 amendment did change the name for the PUD from Gateway Park to Somerfield.

City Council Subcommittee: This request to allow a 6' fence along the property boundary adjacent to S. 50th Street was reviewed by the Development and Planning City Council Subcommittee on May 29, 2018. The Subcommittee wanted to maintain the City's practice of locating buffers and landscaping along major street corridors and was not supportive of the request to allow a fence essentially on the property line (street edge of the S. 50th Street buffer park). The Subcommittee was supportive of allowing a fence within the buffer park as long as it was setback a minimum of 15 feet from the ultimate S. 50th Street right-of-way and landscaping was preserved or replaced in kind.

Staff Review and Comment: Staff would note the following:

- **PUD and City Code Requirements:** 4931 Fieldstone Drive is a corner lot. During the zoning and platting of the Fieldstone Subdivision, a sixty foot (60') buffer park and landscape plan was put in place for 4931 Fieldstone Drive (the applicant's property) and 4930 Fieldstone Drive (lot to south) adjacent to S. 50th Street. To accommodate the required buffering, these corner lots were platted wider than the rest of the lots in the subdivision. The landscaping required of the buffer was installed in accordance to the approved landscape plan, but over the years, prior owners have removed large swaths of the plantings.

The applicants wish to build a six foot (6') fence around their back yard, with the fence located a maximum of four feet (4') from their western property line (the S. 50th Street ROW). There is no issue with the construction of a 6' fence along the north and east lot boundaries as the current PUD allows for such; however, the PUD does not include a provision to allow a fence within the sixty foot (60') buffer park along the western property line. The applicant is requesting that the language in the PUD be modified to remove the restriction prohibiting fences within the S. 50th Street Buffer Park and allow a portion of the fence to be located approximately 4' from the property line. If the PUD fence restriction is removed, standard zoning regulations would apply which will allow for a four foot (4') fence to be located on the property line or a six foot (6') a fence as close as 15 feet to the property line on the second frontage of a corner lot.

A letter was provided by the applicant (Attachment C) that lists a number of reasons for their request, such as:

- Mitigating impacts (noise, trash etc.) from adjacent commercial uses
- Some existing trees are ash and may succumb to the emerald ash borer
- Grade changes at the northwestern corner of the property
- Possible removal of trees
- Safety for his family.

The applicant has discussed the matter with all of the property owners within Parcel C, and has indicated they all support removal of the restriction for fences and allowance of a six foot (6') fence along the western boundary of Parcel C.

The intent behind buffer parks along our major streets is to not only soften the impact of traffic on adjacent uses, but to also create an inviting streetscape throughout the city for individuals traveling on the roadway. In light of this and the Subcommittee's indication that they do not support elimination of vegetation adjacent to major roadways and fences at the property line, Staff proposes the following modifications to the PUD language for Parcel C which would allow for the applicant to locate a fence on a corner lot consistent with city code when no buffer has been designated:

- a. Development Standards: A minimum sixty foot (60') buffer park easement shall be required for all lots bordering South 50th Street with no driveway access to individual lots permitted from South 50th Street. Prior to development within any part of parcel C, a buffer plan shall be reviewed and approved by the city which illustrates that use of berms and tree plantings to effectively buffer the single-family residential uses along South 50th Street from South 50th Street and projected uses west of South 50th Street. A thirty foot (30') buffer park easement shall be required along the north boundary of parcel C for that portion that borders parcel A. A thirty foot (30') buffer park easement shall be required along the north boundary of parcel C for that portion that borders parcel B, where all rear setbacks for lots abutting the north boundary shall be measured from the buffer park easement. All buffer park easements shall be designated as no build areas and no structures will be allowed to encroach or be constructed within said buffer park easement, ***except that a six foot fence shall be allowed on the north boundary of Parcel C, and a 6' fence shall be allowed in Parcel C at a minimum fifteen foot (15') setback from the ultimate right-of-way line of S 50th Street, If a fence is located anywhere within the sixty foot (60') wide S. 50th Street buffer, minimum landscape vegetation equal to ½ of the vegetation otherwise required per city code for a thirty foot (30') wide buffer shall be installed and maintained in that area between the street right-of-way and the fence. Landscape vegetation within Parcel C along the north boundary shall not be required.*** ~~with the exception that one fence that is consistently designed shall be allowed to be located within said buffer park easement to buffer parcels A, B and C.~~

It appears that by carefully locating the fence at least fifteen feet (15') from the right-of-way line, the landscape vegetation that exists on both the applicant's property (4931 Fieldstone Dr) and the lot to the south (4930 Fieldstone) may be sufficient to comply with the minimum vegetation requirements proposed for the 60' wide S. 50th Street buffer.

- ***PUD Sketch Plan:*** When the PUD was established for this area the legal description and the sketch plan both described parcels A, B and C. During the 1997 amendment to the PUD, it appears that a scrivener's error occurred where the legal description and language for parcels A, B and C remained, but Parcel C was no longer illustrated on the sketch plan. Staff researched the discrepancy and found no indication that any of the six ordinance amendments removed Parcel C. With this PUD amendment, staff is re-establishing the originally intended PUD boundary and parcels A, B, and C.
- ***Buffer Park Easement Document:*** As indicated above, a separate Buffer Park Easement document was recorded in conjunction with the final plat for Parcel C which included restrictions prohibiting the placement of structures, including fences within the S. 50th Street buffer. If the Plan and Zoning

Commission and City Council are agreeable to allowing a six foot (6') fence to be located at or at least 15' from the S. 50th Street ultimate right-of-way line, the subsequent easement document will also need to be amended. If the allowance for the 6' fence is approved with the first reading on the proposed Somerfield PUD Amendment, staff will present a modified Buffer Park Easement document for approval in conjunction with the City Council's consideration of the second reading.

Comprehensive Plan Consistency: The project has been reviewed for consistency with the Comprehensive Plan. Based upon that review, a finding has been made that the proposed project is consistent with the Comprehensive Plan in that the project is consistent with all of the goals and policies of the Comprehensive Plan and the land use map of the Comprehensive Plan.

Noticing Information: On June 29, 2108, a notice of the July 16, 2018, Plan and Zoning Commission and July 23, 2018, City Council public hearings was published in the *Des Moines Register*. Notice of this public hearing also was mailed to all surrounding property owners within PUD Parcel C and within 370 feet of the applicant's property on June 26, 2018.

Staff Recommendations and Conditions of Approval: Based upon the preceding review and a finding of consistency with the goals and policies of the Comprehensive Plan, staff recommends that the Plan and Zoning Commission adopt a resolution recommending the City Council approval of an amendment to the Somerfield Planned Unit Development to modify buffer park regulations for Parcel C, along S. 50th Street, subject to the applicant meeting all City Code requirements and the following conditions of approval:

1. Prior to issuance of a Fence Permit for a 6' privacy fence within the S. 50th Street buffer, the applicant providing written confirmation and a landscape plan demonstrating the minimum landscape vegetation as required per the PUD is, or will be located between the fence and the S. 50th Street ultimate right-of-way.

Owner/Applicant: Kyle & Maureen Barton
4931 Fieldstone Drive
West Des Moines, Iowa 50265
Kab4u@Aol.com

Attachments:

- Attachment A - Plan and Zoning Commission Resolution – PUD Amendment
- Exhibit A - Conditions
- Attachment B - Location Map
- Attachment C - Topography Map
- Attachment D - Fence Location Options Map
- Attachment E - Letter from Applicant
- Attachment F - Proposed PUD Ordinance Amendment

RESOLUTION NO. PZC-18-050

A RESOLUTION OF THE PLAN AND ZONING COMMISSION OF THE CITY OF WEST DES MOINES, RECOMMENDING TO THE CITY COUNCIL THAT IT APPROVE AN AMENDMENT TO THE SOMERFIELD PLANNED UNIT DEVELOPMENT TO MODIFY BUFFER PARK REGULATIONS FOR PARCEL C

WHEREAS, pursuant to the provisions of Title 9, Chapter 1 et seq, of the West Des Moines Municipal Code, the applicant, Kyle & Maureen Barton, has requested approval of an amendment to the Somerfield PUD to allow a fence within the sixty foot (60') S. 50th Street Buffer Park within PUD Parcel C.

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

WHEREAS, on July 16, 2018, this Commission held a duly-noticed meeting to consider the request to modify the Somerfield PUD (ZC-003948-2018);

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

SECTION 1. The findings, for approval, in the staff report, dated July 16, 2018, or as amended orally at the Plan and Zoning Commission hearing of July 16, 2018, are adopted.

SECTION 2. Rezoning request (ZC-003948-2018) to amend the Somerfield PUD to modify buffer park regulations for Parcel C to allow a six foot (6') fence, setback a minimum of four feet (4') from the ultimate right-of-way line of S 50th Street and within the 50th Street buffer is recommended to the City Council for approval, subject to compliance with all the conditions in the staff report, dated July 16, 2018, including conditions added at the Hearing, and attached hereto as Exhibit "A", if any. Violation of any such conditions shall be grounds for revocation of the permit, as well as any other remedy which is available to the City.

PASSED AND ADOPTED on July 16, 2018.


 Craig Erickson, Chairperson
 Plan and Zoning Commission

ATTEST: 
 Recording Secretary

I HEREBY CERTIFY that the foregoing resolution was duly adopted by the Plan and Zoning Commission of the City of West Des Moines, Iowa, at a regular meeting held on July 16, 2018, by the following vote:

AYES: Andersen, Crowley, Hatfield

NAYS: Costa, Erickson

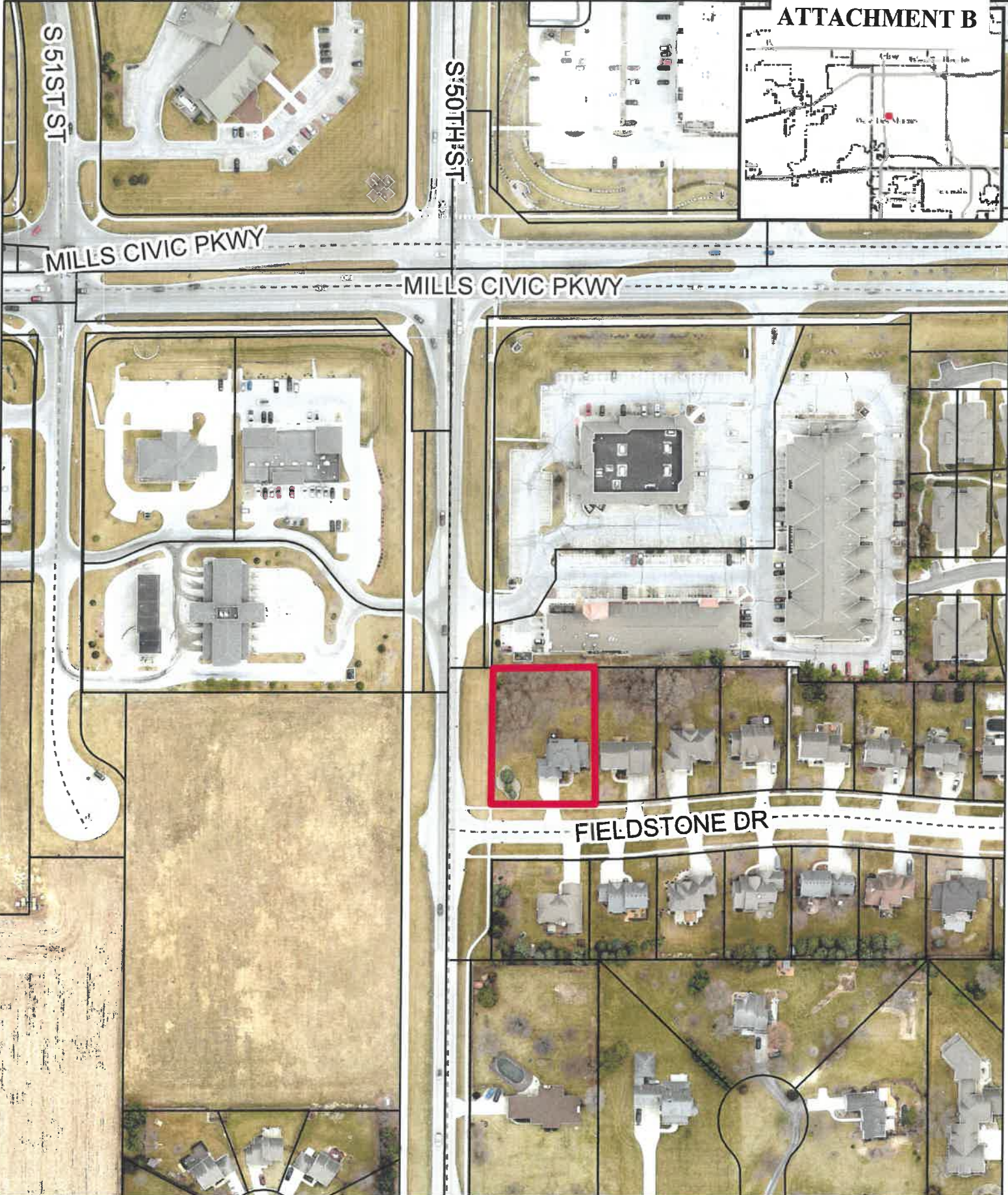
ABSTENTIONS:

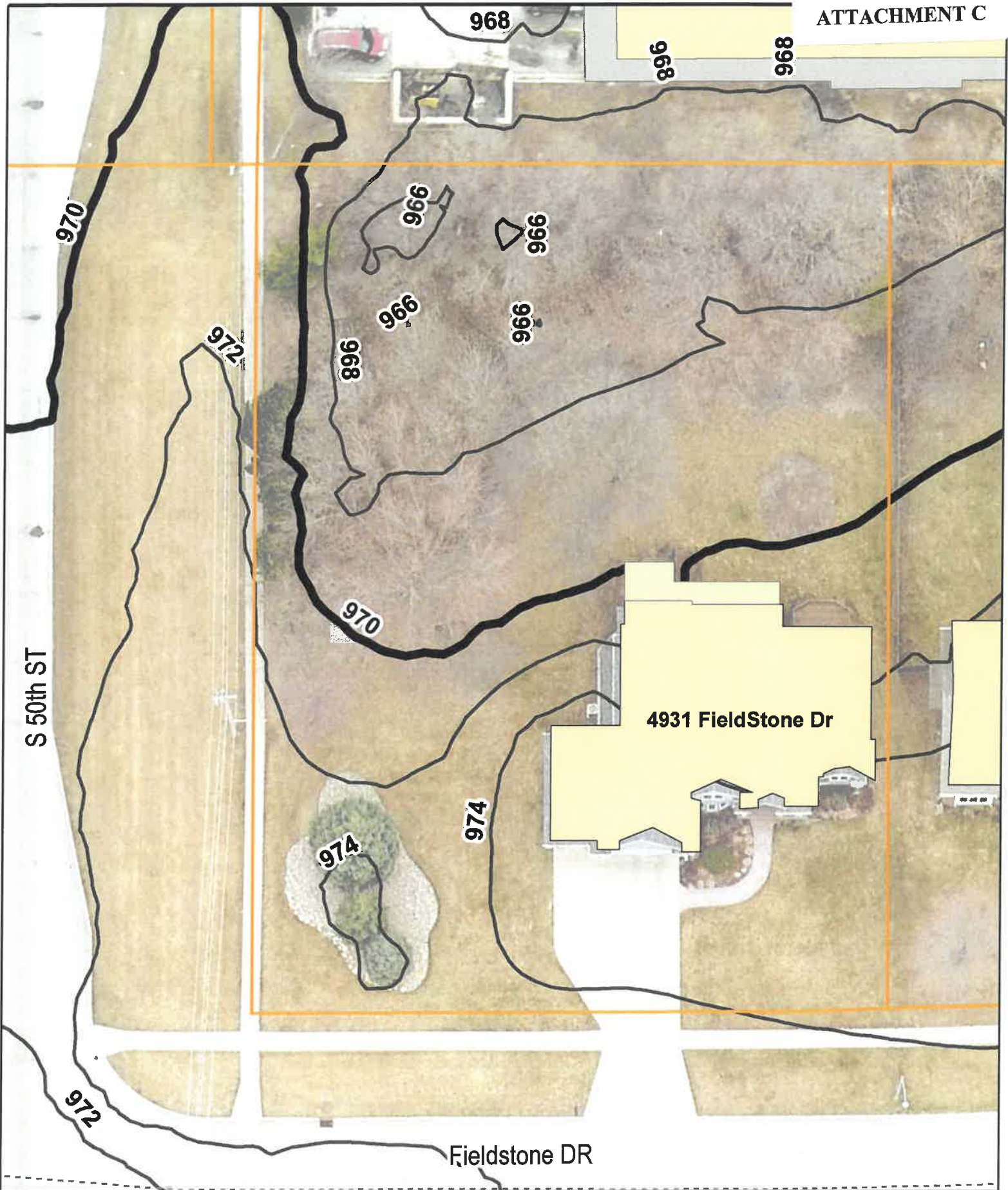
ABSENT: Drake, Southworth

ATTEST: 
 Recording Secretary

**Exhibit A
CONDITIONS OF APPROVAL**

1. Prior to issuance of a Fence Permit for a 6' privacy fence within the S. 50th Street buffer, the applicant providing written confirmation and a landscape plan demonstrating the minimum landscape vegetation as required per the PUD is, or will be located between the fence and the S. 50th Street ultimate right-of-way.





4931 Fieldstone Dr. Topography





S 50th ST

60 Foot Buffer Park

30 Foot Buffer, Park

Applicant Preferred Fence Location

Western Most Fence Location If PUD Is Amended

Western Most Fence Location As PUD Is Currently Written

4931 FieldStone Dr

Fieldstone DR



Project: Build a fence on the north side of the house (backyard) for property 4931 Fieldstone Drive

What is being requested:

To build a wooden six foot fence from the east neighboring property along the north boundary of said property to within 4 feet of the sidewalk, then go south to where the tree area ends and go straight east to the back deck area. We are not requesting a fence that touches the visible corner of Fieldstone and 50th Street, but rather a privacy fence that is secluded in our backyard to help protect us from the below listed items.

Reasons for wanting fence:

1. Protect my family from unsafe city conditions in nearby properties. Our son is 21 months old and starting to run and play. We would like to have a fenced in backyard, where we can assure his safety. While we will never allow him to play outside unsupervised, a fence would assist our family in assuring his safety.
2. Our property is the first home property that someone walking from Interstate 35 would approach from one of the busiest interstates (I-35) in the United States.
3. In April 2018 there was a transient that was on our property behind the north tree area that had a dead dog. The owner of Fire Creek restaurant called the police because he was not only a threat to their workers and customers but to our family as well. Meg Williams (owner) supports us 100% in putting in a fence and is willing to come to the city council meetings.
4. In December 2018, we called the West Des Moines Police Department to our home to report that someone had tried to break open our sliding glass door located on our back deck. It appeared that the suspect tried to pry open our door by using some device like a crowbar.
5. When we agreed to buy the property, we were told by our realtor that the property to the east was zoned as a residential, but then upon moving in 5 months later (we had set conditions to move in at a later time), our neighbor Jim Simpson informed us that this was not true. He informed us that the property was zoned for a two-story office building, and could not be any restaurant, bar, or anything that had a drive through function, such as a Burger King or Starbucks. At a public hearing in December 2017 we were informed by Russ Tribble that the property was zoned for anything. This causes us alarm that now there could be a business which could lead to increased theft, crime, etc. across the street which is unsafe for my family.
6. We were informed they were putting a Warehouse in across the street. The City says it is a two-story storage facility, but yet in the drawing it looks more like a warehouse. It has been said that City officials are wanting to keep an "open and beautiful" landscape (as compared to neighboring city of Clive) so a fence would go against this look for the area. I question how a warehouse in a neighborhood area adds to the "open and beautiful" landscape?
7. I should not wait to see what business, bar, or some other out of place establishment is put across the street with the property to the west of 50th and north of Fieldstone Drive. Putting in a fence can help with whatever decision the city makes to make this an "open and beautiful" area.
8. Our neighbors (house to the east), Jon and Sandy Kelderman, have informed us that they called the police at one time, prior to us moving in, because there was a drunk person who passed out in the trees behind their home. Now they have a 6 foot fence and they have not had any further concerns. Now our home is the only property without a fence, so a transient, a drunk, or

burglar could easily approach our home. This secluded area is a perfect place for a person to hide or sleep for the night, and is clearly a safety issue for our family and others within the community. We wouldn't be able to sleep in the backyard in a tent when our son gets to that rightful age.

9. In the summer of 2017, I witnessed a Dad walking his children down 50th street on the sidewalk on our property. The kids decided to race to the end of the street, but the Dad decided to hide in the bush area. The kids began to come back towards where the Dad was hiding, when he jumped out of the brushy area and pulled one of the kids into the bushes. Now, I knew they were having fun, but then a more serious side of things crossed my mind. What would happen if this was some transient of the interstate or sick individual that grabbed a child and did who knows what, then potentially kidnapping the child. THIS IS UNSAFE AREA FOR THE COMMUNITY AS A WHOLE.
10. During the course of the year, because many times the wind travels from the NW, our property gets much of the garbage from the dumpster from Fire Creek. In addition, there is another garbage across the street at the Mexican restaurant. I believe if a fence were there, it would not allow the trash to accumulate in the brushy area. If you were to walk by the area during late fall to early spring, you will see the immense amount of trash that we pick up.
11. We also would like to request a fence to help with the sound barrier from the noise we receive from the garbage companies picking up the trash at 3:30am to 5:30 am. If I read the PUD correctly, it states that they are not allowed to make any deliveries until 8am, and a fence would help with the hearing this almost every morning.
12. In the late fall, we were informed by the City that we needed to cut out bush area because it was protruding out into the sidewalk area. We had to maintain that all limbs were at least 6 feet off the ground so people (assuming walkers or runners) wouldn't be bothered by this or we would be fined \$600. If we had a fence along this stretch of the sidewalk, the fence would eliminate this issue.
13. While driving along 50th Street, where the new stretch of road has been laid, homeowners have placed 6 foot fences along the sidewalk. This is within 10 blocks of our home. This does not appear to be an equal requirement for all of West Des Moines.
14. We were told by Brad Murford that there was a tree-brush privacy area that was installed to allow for this privacy. The previous owner had cut down trees between us and Fire Creek, AND had also cut down key trees toward the 50th street sidewalk. After investigating with a professional tree specialist (Happy Tree), it appears that some of the trees are Ash trees. If infected, more of these trees would have to come down in the future.
15. Every year, the tree line does not provide adequate privacy. Leaves are off all the trees by the end of October, and do not reappear until May 1st. This is six months were our house is exposed to public.
16. Finally, we went to all homeowners on the Fieldstone Drive plat (26 homeowners), and all of them signed and gave me their approval for our family to put in a fence, since they too have had (or have) children and they realize the importance of protecting our children from any unforeseen things that may come up as a result of the City industrializing its "family" neighborhood.

Fence specifics:

We are requesting a 6 foot wood fence to be installed by Des Moines Fence Company. We are looking to put in a stained wooden fence that will look appealing from the street. See diagram X

Constraints:

- 1.) We cannot put a fence 15ft from the sidewalk because there are too many large trees that do not allow for this to happen. The fence would have to go at an angle or around trees and this would not be appealing from the street. Especially in the winter months.
- 2.) We are planning for the fence to slant from the beginning of our trees to the back of our home, making the fence coming from the West to the sidewalk a 90 degree turn, but then diagonal to the home, adding to the curb appeal.
- 3.) At 5-6 feet to the east of the 50th street sidewalk, the ground begins to slope at a steep angle (roughly at a 40% grade) for 5 ft. This would make it extremely difficult to put a fence 10 to 15 feet from the sidewalk as state by city code.
- 4.) Plans for the fence must be at most 4 feet from the sidewalk before the brush starts and the ground begins slope to the wooded area.
- 5.) We are looking a stained cedar fence and the approximate value is \$9,000. I have seen some fences where they put in some fence and nothing is maintained and some seem to get warped or begin to sway. I take pride in my home and I guarantee our home will look appealing and will even make the area more attractable, especially when the City is striving for an open and beautiful landscape.

Summary

We are looking at putting a backyard fence this year, and by investing in a structure that will add curb appeal to the neighborhood. As a new family in West Des Moines, our goal is to not only provide adequate safety for our child, but to those that use the sidewalk in a regular basis. Based on the incidents that have occurred in the time we have owned our home, and the development that is going to be occurring directly across our property, we are asking the city to grant us permission to build a fence around our backyard. As the city must grow and develop, we as a family must grow in the right by adding that level of security for time to come.

Prepared by: J. B. Munford, Development Services, City of West Des Moines, PO Box 65320, West Des Moines, IA 50265
Return To: City Clerk, City of West Des Moines, P.O. Box 65320, West Des Moines, IA 50265
Tax Statement: Not Applicable

ORDINANCE NO.

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP AND THE CITY CODE OF THE CITY OF WEST DES MOINES, IOWA, 2014, BY AMENDING TITLE 9, ZONING, CHAPTER 9, PLANNED UNIT DEVELOPMENT DISTRICT, PERTAINING TO P.U.D. (PLANNED UNIT DEVELOPMENT) DISTRICT REGULATIONS AND GUIDELINES.

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

SECTION 1. AMENDMENT. Ordinance #1005, #1259, #1358, #1424, #1507, and #1855 pertaining to the Somerfield Planned Unit Development (PUD), Section 3, *Conditions*, Subsection B, *Land Use Design Criteria*, Number 3 is hereby amended by deleting the highlighted strike-thru text and inserting the italicized and bolded text:

3. Parcel C: All general use regulations, performance standards and provisions set forth in the zoning ordinance for the RS-10 residential single-family district with a minimum lot size of ten thousand (10,000) square feet, shall apply to any development in parcel C unless modified herein.

- a. Development Standards: A minimum sixty foot (60') buffer park easement shall be required for all lots bordering South 50th Street with no driveway access to individual lots permitted from South 50th Street. Prior to development within any part of parcel C, a buffer plan shall be reviewed and approved by the city which illustrates that use of berms and tree plantings to effectively buffer the single-family residential uses along South 50th Street from South 50th Street and projected uses west of South 50th Street. A thirty foot (30') buffer park easement shall be required along the north boundary of parcel C for that portion that borders parcel A. A thirty foot (30') buffer park easement shall be required along the north boundary of parcel C for that portion that borders parcel B, where all rear setbacks for lots abutting the north boundary shall be measured from the buffer park easement. All buffer park easements shall be designated as no build areas and no structures will be allowed to encroach or be constructed within said buffer park easement, *except that a six foot fence shall be allowed on the north boundary of Parcel C, and a 6' fence shall be allowed in Parcel C at a minimum fifteen foot (15') setback from the ultimate right-of-way line of S 50th Street, If a fence is located anywhere within the sixty foot (60') wide S. 50th Street buffer, minimum landscape vegetation equal to ½ of the vegetation otherwise required per city code for a thirty foot (30') wide buffer shall be installed and maintained in that area between the street right-of-way and the fence. Landscape vegetation within Parcel C along the north boundary shall not be required.* ~~with the exception that one fence that is consistently designed shall be allowed to be located within said buffer park easement to buffer parcels A, B and C.~~

SECTION 2. AMENDMENT. Ordinance #1005, #1259, #1358, #1424, #1507, and #1855 pertaining to the Somerfield Planned Unit Development (PUD), Section 2: *Sketch Plan*; is hereby amended by repealing the existing illustration and replacing with that attached to this ordinance as Exhibit 'A':

SECTION 3. SAVINGS CLAUSE: If any section, provision, sentence, clause, phrase or part of the Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any provision, section, subsection, sentence, clause, phrase or part hereof not adjudged invalid or unconstitutional.

SECTION 4. EFFECTIVE DATE: This Ordinance shall be in full force and effect after its passage, approval and publication as provided by law.

Passed and approved by the City Council on this ____ day of _____ 2018.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

I certify that the foregoing was published as Ordinance No. _____ on the ____ day of _____ 2018.

Ryan T. Jacobson, City Clerk

S. 50th St

Parcel A

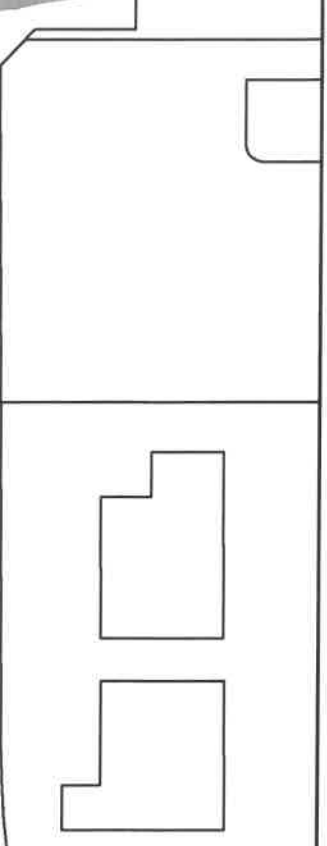
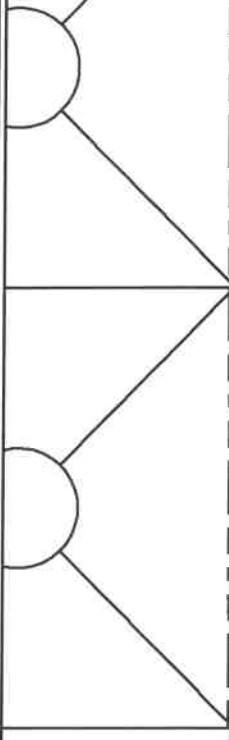
Parcel C

Fieldstone Dr.

Parcel B

Mills Civic Pkwy.

Fuller Rd.



SOMERFIELD PUD

Prepared by: J. B. Munford, Development Services, City of West Des Moines, PO Box 65320, West Des Moines, IA 50265
Return To: City Clerk, City of West Des Moines, P.O. Box 65320, West Des Moines, IA 50265
Tax Statement: Not Applicable

ORDINANCE NO.

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP AND THE CITY CODE OF THE CITY OF WEST DES MOINES, IOWA, 2014, BY AMENDING TITLE 9, ZONING, CHAPTER 9, PLANNED UNIT DEVELOPMENT DISTRICT, PERTAINING TO P.U.D. (PLANNED UNIT DEVELOPMENT) DISTRICT REGULATIONS AND GUIDELINES.

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

SECTION 1. AMENDMENT. Ordinance #1005, #1259, #1358, #1424, #1507, and #1855 pertaining to the Somerfield Planned Unit Development (PUD), Section 3, *Conditions*, Subsection B, *Land Use Design Criteria*, Number 3 is hereby amended by deleting the highlighted strike-thru text and inserting the italicized and bolded text:

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a. Development Standards: A minimum sixty foot (60') buffer park easement shall be required for all lots bordering South 50th Street with no driveway access to individual lots permitted from South 50th Street. Prior to development within any part of parcel C, a buffer plan shall be reviewed and approved by the city which illustrates that use of berms and tree plantings to effectively buffer the single-family residential uses along South 50th Street from South 50th Street and projected uses west of South 50th Street. A thirty foot (30') buffer park easement shall be required along the north boundary of parcel C for that portion that borders parcel A. A thirty foot (30') buffer park easement shall be required along the north boundary of parcel C for that portion that borders parcel B, where all rear setbacks for lots abutting the north boundary shall be measured from the buffer park easement. All buffer park easements shall be designated as no build areas and no structures will be allowed to encroach or be constructed within said buffer park easement, *except that a six foot fence shall be allowed on the north boundary of Parcel C, and a 6' fence shall be allowed along the west boundary in Parcel C at a minimum four foot (4') setback from the ultimate right-of-way line of S 50th Street. If a fence is located anywhere within the sixty foot (60') wide S. 50th Street buffer, in order to promote a street tree canopy visible to the general public from S 50th Street, minimum landscape vegetation equal to ½ of the overstory trees otherwise required per city code for a thirty foot (30') wide buffer shall be installed and maintained within the first fifteen feet (15') adjacent to the street right-of-way. Landscape vegetation within Parcel C along the north boundary shall not be required.* ~~with the exception that one fence that is consistently designed shall be allowed to be located within said buffer park easement to buffer parcels A, B and C.~~

SECTION 2. AMENDMENT. Ordinance #1005, #1259, #1358, #1424, #1507, and #1855 pertaining to the Somerfield Planned Unit Development (PUD), Section 2: *Sketch Plan*; is hereby amended by repealing the existing illustration and replacing with that attached to this ordinance as Exhibit 'A':

SECTION 3. SAVINGS CLAUSE: If any section, provision, sentence, clause, phrase or part of the Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any provision, section, subsection, sentence, clause, phrase or part hereof not adjudged invalid or unconstitutional.

SECTION 4. EFFECTIVE DATE: This Ordinance shall be in full force and effect after its passage, approval and publication as provided by law.

Passed and approved by the City Council on this ____ day of _____ 2018.

Steven K. Gaer, Mayor

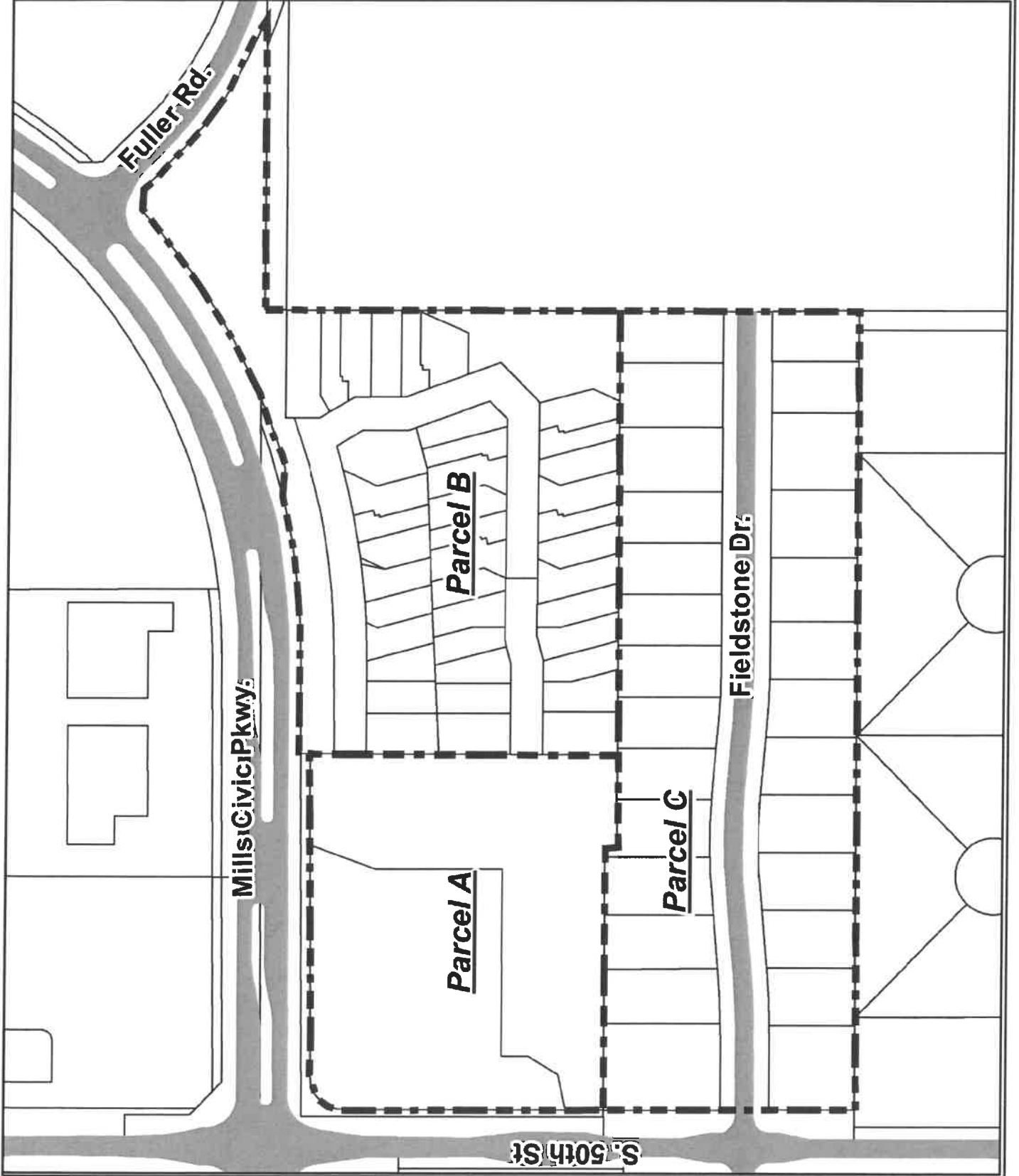
ATTEST:

Ryan T. Jacobson, City Clerk

I certify that the foregoing was published as Ordinance No. _____ on the ____ day of _____ 2018.

Ryan T. Jacobson, City Clerk

SOMERFIELD PUD



CITY OF WEST DES MOINES
MEMORANDUM

TO: Mayor and City Council
FROM: Clyde Evans, AICP, Director, Community and Economic Development
DATE: July 23, 2018
RE: Continuation of Development Agreement with Ballenger Real Estate, LLC

Staff is requesting that this item be continued to the City Council meeting on August 6, 2018 in order to have a full City Council to hear the project.

CITY OF WEST DES MOINES

MEMORANDUM

TO: Mayor and City Council

FROM: Clyde Evans, AICP, Director, Community and Economic Development

DATE: July 23, 2018

RE: Continuation of Development Agreement with LTR Pointe, LLC

Staff is requesting that this item be continued to the City Council meeting of August 6, 2018 in order to have a full City Council to hear the project.

CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

DATE: July 23, 2018

ITEM:

Resolution - Opening and Closing Public Hearing Regarding the Final Design and Site Selection and Approval of the Acquisition of Property, Including Agricultural Property South Area Lift Station Improvements

FINANCIAL IMPACT:

None at this time.

BACKGROUND:

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

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

OUTSTANDING ISSUES: None.

RECOMMENDATION:

City Council Adopt:

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

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

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	Des Moines Register
Dates(s) Published	July 13, 2018

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Services		
Date Reviewed	July 16, 2018		
Recommendation	Yes	No	Split

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

**SOUTH AREA LIFT STATION IMPROVEMENTS
PROJECT NO. 0510-026-2016**

WHEREAS, the City of West Des Moines has previously approved funding for the construction of the South Area Lift Station Improvements, Project Number 0510-026-2016 (hereinafter "Project"); and

WHEREAS, the proposed project site includes agricultural property; and

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

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

WHEREAS, pursuant to Code of Iowa Section 6B.2A, published notice of the public hearing was made on July 13, 2018, a copy of which is on file in the Office of the City Clerk; and

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

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

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

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

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

PASSED AND ADOPTED on this **23rd** day of **July, 2018**.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

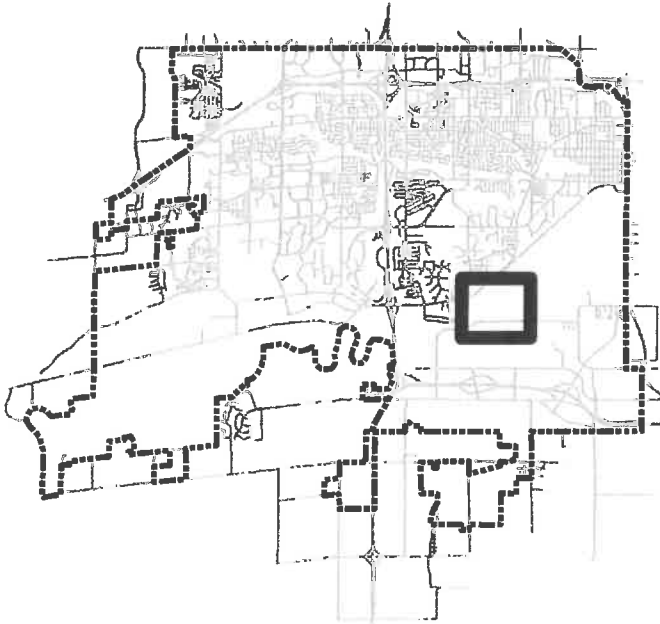
**Agricultural Properties
South Area Lift Station Improvements
Project No. 0510-026-2016**

Parcel No.	Mail Name	Mail Address	Mail City	Mail ST	Mail ZIP
32001444021006	West DM Soccer Club	PO Box 25023	West Des Moines	IA	50265



SE WALNUT WOODS DR

VICINITY MAP



LEGEND

PROJECT LOCATION



PROJECT:

South Area Lift Station Improvements

LOCATION:

Exhibit "A"

DRAWN BY: JDR

DATE: 6/21/2018

PROJECT: 0510-026-2016

SHT. 1 of 1

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

6(e)

DATE: July 23, 2018

ITEM:

Public Hearing (5:35 p.m.)
South Area Lift Station Improvements

FINANCIAL IMPACT:

The Engineering Estimate of Construction Cost was estimated to be \$552,500.00 for the South Area Lift Station Improvements. There were four (4) bids submitted with the low bid of \$688,500.00 being submitted by Shank Constructors, Inc. of Brooklyn Park, Minnesota. Payments will be made from account no. 640.000.000.5250.490 with the ultimate funding intended to come from Sewer Fee Revenues.

BACKGROUND:

The South Area Lift Station is located just east of the Walnut Woods State Park near the north end of the Hidden Valley Soccer Complex along SE Walnut Woods Drive. The project includes removal and replacement of existing pumps, interior piping modifications, removal and replacement of existing HVAC equipment, removal and replacement of existing electrical equipment, installation of a new generator and transfer switch, removal and replacement of miscellaneous controls equipment, grinder/comminutor modifications, addition of a new restroom, and roofing repairs. The lift station improvements are necessary for maintenance of the facility and accommodation of increased flows from the Microsoft Alluvion project and other anticipated future developments within the South Service Area. Three phase electric is currently being extended by MidAmerican Energy and is expected to be complete within the next couple months. The project is anticipated to be completed by January 31, 2019.

The low bid by Shank Constructors, Inc. was approximately 25% above the Engineer's Estimate. Veenstra & Kimm contacted several of the bidders to try and find out why bids came in higher than anticipated. The main reason appeared to be that several different trades were involved with the project, but no one trade covered a majority of the project making it more difficult to identify a general contractor. Bidders also indicated that the project was perceived as having a relatively high risk factor to accommodate pumping operations with limited potential for reward due to the relatively small size of the project. Veenstra & Kimm also admittedly said that the project was difficult to estimate. Although the low bid is above the Engineer's Estimate, the discussions with the bidders would suggest it is not likely rebidding the project would result in more favorable bids. City Staff recommend awarding the construction contract to Shank Constructors, Inc.

OUTSTANDING ISSUES: None.

RECOMMENDATION:

City Council Adopt:

- Resolution adopting Plans, Specifications, Form of Contract, and Estimate of Costs for South Area Lift Station Improvements;
- Motion receiving and filing Report of Bids;
- Resolution awarding the construction contract to Shank Constructors, Inc.

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

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	Des Moines Register
Dates(s) Published	July 13, 2018

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Services		
Date Reviewed	July 16, 2018		
Recommendation	Yes	No	Split

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

WHEREAS, on June 25, 2018, Plans, Specifications, Form of Contract, and Estimate of Cost were filed with the City Clerk for the following described public improvement:

**South Area Lift Station Improvements
Project No. 0510-026-2016**

and,

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

therefore,

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, that the Plans, Specifications, Form of Contract, and Estimate of Costs for said Public Improvement are hereby approved.

PASSED AND APPROVED on this **23rd** day of **July, 2018**.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

RESOLUTION APPROVING THE AWARDING OF A CONTRACT

WHEREAS, the City Council of the City of West Des Moines has heretofore directed advertisement for bids for the following described public improvement:

**South Area Lift Station Improvements
Project No. 0510-026-2016**

and,

WHEREAS, bids have been received and opened by the City Clerk and placed on file by the City Council; and,

WHEREAS, the bid of Shank Constructors, Inc. in the amount of \$688,500.00 was the lowest responsible bid received for said public improvement;

therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA, that a contract for the South Area Lift Station Improvements is hereby awarded to Shank Constructors, Inc. in the amount of \$688,500.00 and the bond of said bidder for the project is hereby fixed in the same amount.

BE IT FURTHER RESOLVED that the City Engineer is authorized and directed to return bid bond(s) and/or check(s) to any unsuccessful bidder.

BE IT FURTHER RESOLVED that work on said project may commence as soon as the final contract and bond have been approved by the City Engineer and have been signed by the City Clerk and after the contractor is given a written notice to proceed by the City Engineer.

PASSED AND ADOPTED on this **23rd** day of **July, 2018**.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk



July 18, 2018

Brian Hemesath
City Engineer
City of West Des Moines
Public Services Dept./Engineering
4200 Mills Civic Parkway
P.O. Box 65320
West Des Moines, Iowa 50265

WEST DES MOINES, IOWA
SOUTH AREA LIFT STATION IMPROVEMENTS
WEST DES MOINES PROJECT NO. 0510-026-2016
REVIEW OF BIDS

The City of West Des Moines received bids until 2:00 P.M. on July 18, 2018 for the South Area Lift Station Improvements project. A total of four bids were received as follows:

Shank Constructors, Inc.	\$688,500
Woodruff Construction, LLC	\$778,300
Minturn, Inc.	\$794,200
Synergy Contracting, LLC	\$986,000

The low bid on the project was submitted by Shank Constructors, Inc. of Brooklyn Park, Minnesota in the amount of \$688,500.

The engineer's estimate of cost for the construction of the project was \$552,500. The low bid by Shank Constructors, Inc. was 24.62% above the engineer's estimate of cost.

Following receipt of bids, the writer discussed the project with three of the four bidders. All of the bidders indicated the project was a difficult project to estimate because it involve a number of different subcontractors and no contractor could undertake major portions of the project. The project involves significant components of electrical work, mechanical work associated with heating and ventilating, roofing work and traditional pump and piping work. In addition, the work is not a clean project as the contractor must maintain the operable status of the project at all times during construction of the project. There are limitations on how long the lift station can be shut down for construction and there are at least two operations that require a complete shutdown of the pump station.

Brian Hemesath
July 18, 2018
Page 2

The bidders indicated from both their own work perspective as well as the various subcontractors the project was perceived as having a relatively high risk factor with limited potential for reward due to the relatively small size of the project.

The low bidder on the project, Shank Constructors, Inc. is both a general contractor and a mechanical contractor. Of the four contractors that bid the project, Shank Constructors, Inc. appears to be positioned to undertake more of the work with their own resources.

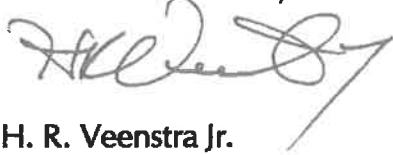
This type of project is difficult for both the engineer and contractors to estimate. This is evident in the large spread of costs, even amongst the four bidders on the project. This is the type of project where the engineer's estimate of cost is generally based on similar work has difficulty accurately estimating the risk when various types of work are amalgamated in a single project. In this instance, the engineer's estimate of cost is probably low due to underestimating the risk as well as the coordination issues associated with the project.

Although the low bid was above the engineer's estimate of cost the discussions with the bidders would suggest it is not likely rebidding the project would result in more favorable bids.

If the City of West Des Moines wishes to move forward with the project it is recommended that contract be awarded to Shank Constructors, Inc. of Brooklyn Park, Minnesota in the amount of \$688,500.

If you have any questions or comments concerning the project, please contact the writer at 225-8000.

VEENSTRA & KIMM, INC.



H. R. Veenstra Jr.

HRVjr:paj
102230
Enclosure

BID TABULATION
WEST DES MOINES, IOWA
SOUTH AREA LIFT STATION IMPROVEMENTS
PROJECT NO. 0510-026-2016

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	Shank Constructors, Inc. 3501 85th Avenue N Brooklyn Park, MN 55443		Woodruff Construction, LLC 1920 Philadelphia St., Cte. 102 Ames, IA 50010		Mintum, Inc. 144 W Front Street Brooklyn, IA 52211		Synergy Contracting, LLC 1120 2nd Street NE Bondurant, IA 50035	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1	South Area Lift Station Improvements	LS	1	\$ 688,500.00	\$ 688,500.00	\$ 778,300.00	\$ 778,300.00	\$ 794,200.00	\$ 794,200.00	\$ 986,000.00	\$ 986,000.00
TOTAL BID (Items 1-16)				\$688,500.00		\$778,300.00		\$794,200.00		\$986,000.00	

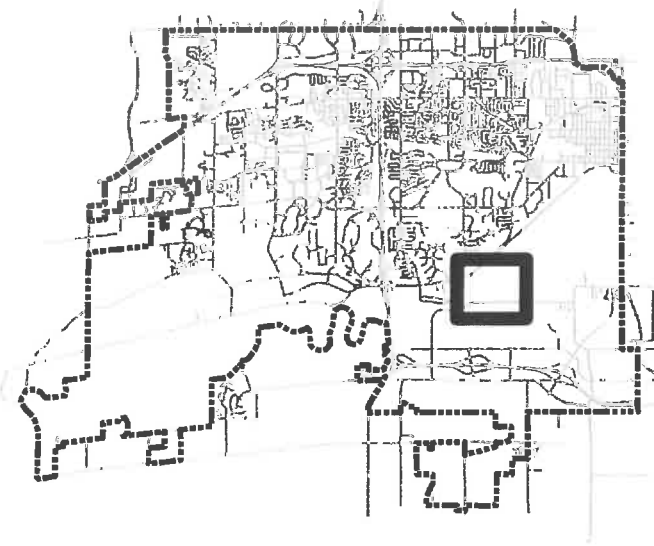
I hereby certify that this is a true tabulation of bids received on July 18, 2018 by the City of West Des Moines, Iowa.


H. Robert Veenstra Jr., P.E.
Iowa License No. 9037
My license renewal date is December 31, 2018





VICINITY MAP



LEGEND

PROJECT LOCATION



PROJECT:

South Area Lift Station Improvements

LOCATION:

1985 Southeast Walnut Woods Drive

DRAWN BY: JDR

DATE: 2/21/2017

PROJECT: 0510-026-2016

SHT. 1 of 1

CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

DATE: July 23, 2018

ITEM: Aventura at GreenWay Crossing, 9065 Bishop Drive – Approval of a Site Plan to Construct a 62-unit Senior Apartment Building – Hubbell Realty Company SP-003748-2018

RESOLUTION: Approval of Site Plan.

FINANCIAL IMPACT: Undetermined.

BACKGROUND: The applicant, Hubbell Realty Company, is requesting approval of a site plan to construct a 62-unit, senior, non-rental apartment building at 9065 Bishop Drive (see Exhibit I - Attachments B – Location Map, Attachment C – Site Plan, and Attachment D – Elevations).

Plan and Zoning Commission Action:

Vote: 4-0 approval, Commissioners Andersen, Drake and Southworth absent

Date: July 16, 2018

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 (November 13, 2017)*
- Staff Review and Comments
- 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 a Site Plan for construction of a 62-unit senior apartment building, subject to the applicant meeting all City Code requirements and the following:

1. That the ordinance amending the GreenWay Crossing Planned Unit Development is adopted, prior to obtaining a building permit.
2. The Parkland Dedication Agreement is executed prior to obtaining any building permit.
3. That when the mechanical units and utility meters are installed, whether on the ground, building or on the roof, that opaque screening will be added to satisfy screening requirements of the City Code.
4. That the access road is constructed west and south to a public street, according to the agreement with Hubbell Realty Company dated February 18, 2018, and recorded in the Dallas County Recorder’s Office at Book 2018 Page 2467, prior to any occupancy permit, including temporary occupancy.

Lead Staff Member: Kara Tragesser, AICP

STAFF REVIEWS

Department Director	KA
Appropriations/Finance	
Legal	JBW
Agenda Acceptance	RTG

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	November 13, 2017		
Recommendation	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Split <input type="checkbox"/>

ATTACHMENTS:

- Exhibit I - Plan and Zoning Commission Communication
 - Attachment A - Plan and Zoning Commission Resolution
 - Exhibit A – Conditions of Approval
 - Attachment B - Location Map
 - Attachment C - Site Plan
 - Attachment D - Elevations
- Exhibit II - City Council Resolution
 - Exhibit A – Conditions of Approval

RESOLUTION NO. PZC-18-051

A RESOLUTION OF THE PLAN AND ZONING COMMISSION OF THE CITY OF WEST DES MOINES, RECOMMENDING TO THE CITY COUNCIL APPROVAL OF THE AVENTURA AT GREENWAY CROSSING 62 UNIT SENIOR APARTMENT SITE PLAN (SP-003748-2018) AT 9065 BISHOP DRIVE

WHEREAS, pursuant to the provisions of Title 10, Chapter 1 et seq, of the West Des Moines Municipal Code, the applicant, Hubbell Realty Company, in cooperation with the property owner, Hubbell Metropolitan Development Fund I LLC (Series B), has requested approval for a Site Plan (SP-003748-2018) to construct a 62-unit senior apartment building at 9065 Bishop Drive;

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


WHEREAS, on July 16, 2018, this Commission held a duly-noticed public meeting to consider the application for a Site Plan;

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, July 16, 2018, or as amended orally at the Plan and Zoning Commission meeting, are adopted.

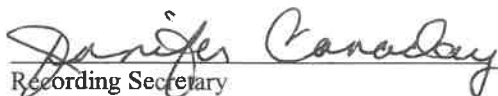
SECTION 2. The Site plan to construct a 62 unit senior apartment building is hereby recommended for approval by the Plan and Zoning Commission, subject to compliance with all the conditions in the staff report including conditions added at the meeting and attached hereto as Exhibit "A". Violation of any such conditions shall be grounds for revocation of the permit, as well as any other remedy which is available to the City.

PASSED AND ADOPTED on July 16, 2018.



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 July 16, 2018

AYES: Costa, Crowley, Erickson, Hatfield

NAYS:

ABSTENTIONS:

ABSENT: Andersen, Drake, Southworth

ATTEST:



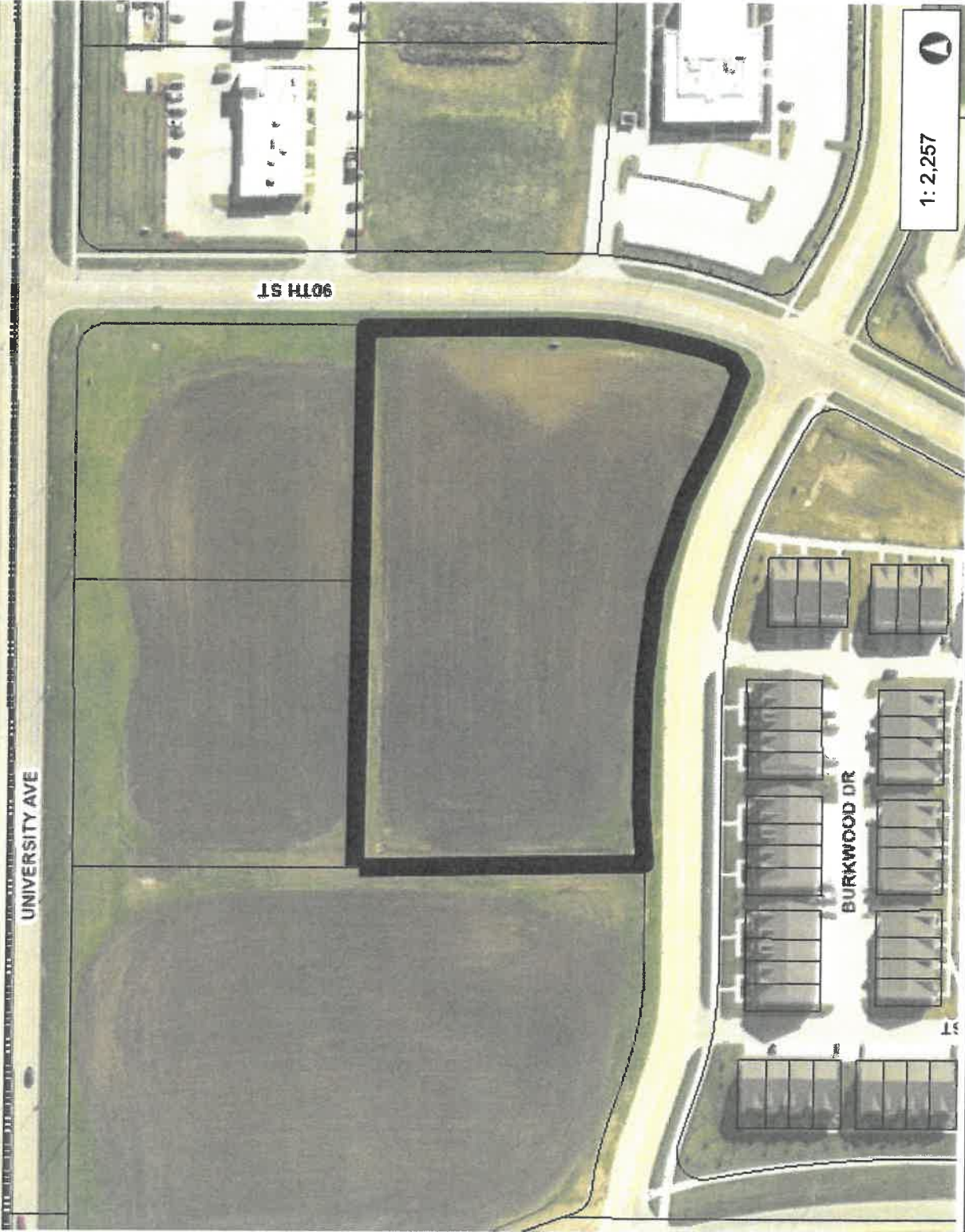
Recording Secretary

EXHIBIT A
CONDITIONS OF APPROVAL

1. That the ordinance amending the Greenway Crossing Planned Unit Development is adopted, prior to obtaining a building permit.
2. The Parkland Dedication Agreement is executed prior to obtaining any building permit.
3. That when the mechanical units and utility meters are installed, whether on the ground, building or on the roof, that opaque screening will be added to satisfy screening requirements of the city code.
4. That the access road is constructed west and south to a public street, according to the agreement with Hubbell Realty Company dated February 18, 2018, and recorded in the Dallas County Recorder's Office at Book 2018 Page 2467, prior to any occupancy permit, including temporary occupancy.





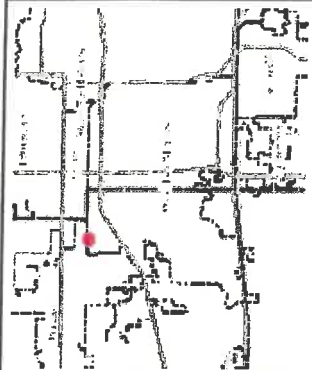
Aventura at Greenway Crossing



1: 2,257

Legend

-  Corporate Limits
-  Parcels



376.2 0 188.08 376.2 Feet

WGS_1984_Web_Mercator_Auxiliary_Sphere
© 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

AVENTURA AT GREENWAY CROSSING

WEST DES MOINES, DALLAS COUNTY, IOWA



1515 24th St. SE
 West Des Moines, IA 50325
 515.284.1237
 Fax: 515.284.2370

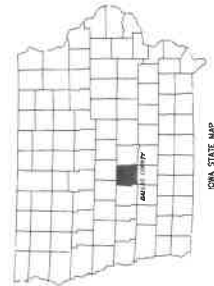
PROJECT LOCATION



VICINITY SKETCH
 NO SCALE



IOWA ONE CALL
 1-800-292-9999
 www.iowacall.com



ALL CONSTRUCTION SHALL BE COMPLETED IN ACCORDANCE WITH THE DES MOINES METROPOLITAN DESIGN STANDARDS, WITH WEST DES MOINES ADDENDA, AS ACCEPTED BY THE CITY OF WEST DES MOINES EXCEPT WHERE ALTERED OR AMENDED BY THESE PLANS. ALL WATER-RELATED CONSTRUCTION WORK SHALL CONFORM TO THE WEST DES MOINES WATER WORKS STANDARD SPECIFICATIONS.

APPLICANT:
 CONTACT: KERR SANDOZ
 COMPANY: HUBBELL REALTY COMPANY
 WEST DES MOINES, IOWA 50308
 PH: (515) 280-2779

PROPERTY OWNER:
 COMPANY: HUBBELL METROPOLITAN DEVELOPMENT FUND, L.L.C.
 WEST DES MOINES, IOWA 50308
 PH: (515) 276-2349

SWPPP CONTACT:
 TO BE DETERMINED.

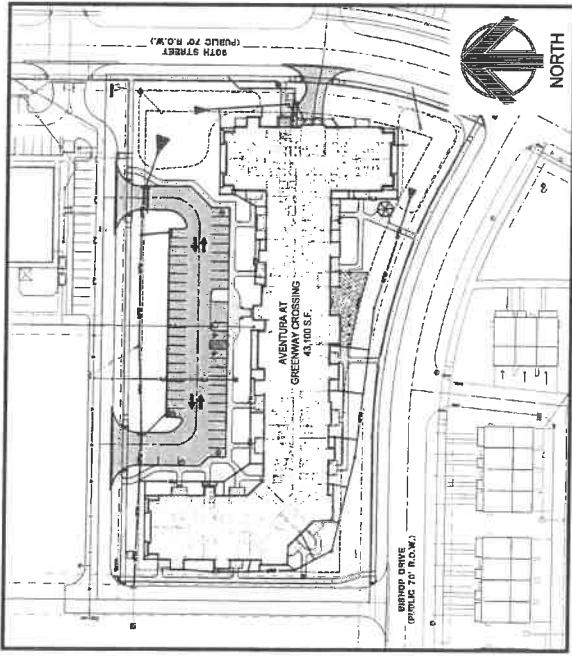
EXISTING ZONING:
 EXISTING COMPREHENSIVE PLAN LAND USE DESIGNATION: PUD - OFFICE (P3) - UNDERLYING ZONING: HIGH DENSITY RESIDENTIAL

PROPOSED COMPREHENSIVE PLAN LAND USE DESIGNATION: PLANNED UNIT DEVELOPMENT (PUD)

BUILDING ADDRESS:
 905 BISHOP DRIVE, WEST DES MOINES, IOWA 50308

BUILDING SUMMARY:
 TOTAL NO. BLDGS = 1
 TOTAL BUILDING S.F. = 43,100 S.F.
 GROSS FLOOR AREA = 43,100 S.F. | 3 FLOORS = 128,300 S.F.

LEGAL DESCRIPTION:
 GREENWAY CROSSING PLAT 1, LOTS 19 AND 21.



DEVELOPMENT SUMMARY:

- GROSS LAND AREA = 15,196 S.F. (0.34 AC)
- DEVELOPED AREA = 15,196 S.F. (0.34 AC)
- DEVELOPED IMPERVIOUS AREA = 43,100 S.F. (20.7%)
- PAVED AREA = 43,100 S.F. (20.7%)
- LANDSCAPING AREA = 43,100 S.F. (20.7%)
- TOTAL = 43,100 S.F. (20.7%)
- OPEN SPACE = 25% OPEN SPACE = 3,775 S.F. (19.6%)
- REQUIRED = 3,775 S.F. (19.6%)
- PROVIDED = 7,254 S.F. (41.8%)
- LANDSCAPING: REQUIRED = 7,254 S.F. (41.8%)

PROVIDED:

- 1. TREES FOR EVERY 1,000 S.F. OF OPEN SPACE = 37 TREES
- 2. 3" DIAMETER TREES PER 1,000 S.F. OF OPEN SPACE = 14 TREES
- 3. 4" DIAMETER TREES PER 1,000 S.F. OF OPEN SPACE = 11 TREES
- 4. ADDITIONAL BUFFER/LANDSCAPE REQUIRED (SEE BELOW)

LANDSCAPING:

- 1. 3" DIAMETER TREES PER 1,000 S.F. OF OPEN SPACE = 37 TREES
- 2. 4" DIAMETER TREES PER 1,000 S.F. OF OPEN SPACE = 28 TREES
- 3. ADDITIONAL BUFFER/LANDSCAPE REQUIRED (SEE BELOW)

PROVIDED:

- 1. 3" DIAMETER TREES PER 1,000 S.F. OF OPEN SPACE = 37 TREES
- 2. 4" DIAMETER TREES PER 1,000 S.F. OF OPEN SPACE = 28 TREES
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- 2. 4" DIAMETER TREES PER 1,000 S.F. OF OPEN SPACE = 28 TREES
- 3. ADDITIONAL BUFFER/LANDSCAPE REQUIRED (SEE BELOW)

PARKING:

- 1. 15 STALLS REQUIRED
- 2. 15 STALLS PROVIDED

PROVIDED:

- 1. 15 STALLS PROVIDED

PROVIDED:

- 1. 15 STALLS PROVIDED

Sheet List Table

Sheet Number	Sheet Title	Sheet Description
01	COVER SHEET	COVER SHEET
02	LEGEND	LEGEND
03	EX. CONDITIONS & DEMOLITION PLAN	EX. CONDITIONS & DEMOLITION PLAN
04	EX. CONDITIONS & DEMOLITION PLAN	EX. CONDITIONS & DEMOLITION PLAN
05	EX. CONDITIONS & DEMOLITION PLAN	EX. CONDITIONS & DEMOLITION PLAN
06	SITE DIMENSIONAL PLAN	SITE DIMENSIONAL PLAN
07	GRADING & EROSION CONTROL PLAN	GRADING & EROSION CONTROL PLAN
08	GRADING & EROSION CONTROL PLAN	GRADING & EROSION CONTROL PLAN
09	PAVING PLAN	PAVING PLAN
10	PAVING PLAN	PAVING PLAN
11	UTILITY PLAN	UTILITY PLAN
12	UTILITY PLAN	UTILITY PLAN
13	LANDSCAPING PLAN	LANDSCAPING PLAN
14	DETAILS	DETAILS

AVENTURA AT GREENWAY CROSSING
 CITY ID: 003676-2017
 WEST DES MOINES, IOWA

APPROVED: A. MAURER
 CHECKED BY: C. SMITH
 DRAWING NO: GN-01

DATE: APRIL 20, 2017
 DATE: JUNE 17, 2017

DATE: JANUARY 17, 2010

DATE: APRIL 20, 2017

DATE: JUNE 17, 2017

DATE: JANUARY 17, 2010

DATE: APRIL 20, 2017

DATE: JUNE 17, 2017

ATTACHMENT C



I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA.

ANDREW A. MAURER
 PE NO. 24279

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2019

PAGES ON THIS SET COVERED BY THIS SEAL: 01-14

UTILITY COMPANIES

SERVICE	SUPPLIER	PHONE
DES	MC-AMERICAN ENERGY CO. 615 W. HAWKES, IOWA 50309-0007	515-282-0000
TELEPHONE	WEST DES MOINES WEST DES MOINES, IOWA 50309	651-451-4298
ELECTRIC	MC-AMERICAN ENERGY CO. 615 W. HAWKES, IOWA 50309-0007	515-282-0000
CABLE TV	WEST DES MOINES 2227 WESTLAWN PARKWAY WEST DES MOINES, IOWA 50309	855-331-4226
WATER	WEST DES MOINES WATER WORKS 4200 ILLINOIS PARKWAY, SUITE 100 WEST DES MOINES, IOWA 50305	515-282-5460
SEWER	CITY OF WEST DES MOINES 500 S. 16TH STREET WEST DES MOINES, IA 50305	319-222-2400
ALL	IOWA ONE-CALL	800-392-8989

EXISTING UTILITIES NOTE
THESE UTILITIES ARE SHOWN AS EXISTING AND THEREFORE MUST BE PROTECTED. APPROXIMATE ONLY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO EXISTING UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO EXISTING UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO EXISTING UTILITIES.

GENERAL LEGEND

EXISTING / PROPOSED	DESCRIPTION
[Symbol]	SANITARY SEWER MANHOLE
[Symbol]	SANITARY SEWER CLEANOUT
[Symbol]	AIR RELEASE MANHOLE/RAIN MANHOLE
[Symbol]	STORM SEWER MANHOLE
[Symbol]	STORM SEWER CLEANOUT
[Symbol]	STORM SEWER INTAKE
[Symbol]	STORM SEWER BREEZE INTAKE
[Symbol]	FLARED END SECTION
[Symbol]	PIPE INFRANT
[Symbol]	WATER VALVE MANHOLE
[Symbol]	CHUB STOP
[Symbol]	WATER METER MANHOLE
[Symbol]	YARD HYDRANT
[Symbol]	ELECTRIC MANHOLE / VAULT
[Symbol]	ELECTRIC FEEDSTAY / TRANSFORMER
[Symbol]	OUTDOOR ELECTRIC POWER DUCT
[Symbol]	POWER POLE w/ STREET LIGHT
[Symbol]	STREET LIGHT POLE
[Symbol]	CITY WIRE
[Symbol]	METRIC SIGNAL
[Symbol]	RAILROAD CROSSING SIGNAL
[Symbol]	TELEPHONE MANHOLE / VAULT
[Symbol]	TELEPHONE FEEDSTAY / VAULT
[Symbol]	CABLE TV MANHOLE / VAULT
[Symbol]	CABLE TV FEEDSTAY
[Symbol]	GAS VALVE
[Symbol]	TOP OF SLAB
[Symbol]	BACK OF CURB
[Symbol]	FINISH
[Symbol]	CONCRETE
[Symbol]	TOP OF FLOOR
[Symbol]	TOP OF ROOF
[Symbol]	TOP OF SLOPE
[Symbol]	EDGE OF PAVING

UTILITY NOTES:

1. ALL UTILITIES ARE PRIVATE UNLESS NOTED OTHERWISE.
2. CONTRACTOR TO ADJUST ALL TOP OF CASTING ELEVATIONS WITHIN THE PROJECT LIMITS TO THE FINAL ELEVATIONS SHOWN ON THE PLANS.
3. ALL UTILITY SERVICES, INCLUDING ELECTRIC, TELEPHONE, AND CABLE, TO BE UNDERGROUND.
4. THE CONTRACTOR SHALL VERIFY ALL UTILITY COMPANIES TO DETERMINE EXACT POINT OF SERVICE CONNECTION AT EXISTING UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS, SIZES, AND CIRCUITING.
5. ALL CONNECTIONS TO EXISTING PUBLIC SERVICES SHALL BE MADE IN ACCORDANCE WITH IOWA STANDARD SPECIFICATIONS.
6. SANITARY SEWER:
 - 1- ALL SANITARY SEWER SERVICES SHALL BE SIZ 24.5 IN ACCORDANCE WITH IOWA STANDARD SPECIFICATIONS.
 2. MANHOLE STOPS ARE REQUIRED IN ALL SANITARY SEWER MANHOLES.
 3. MANHOLE COVERS SHALL HAVE RIBBED DIAMOND ROUGHNESS PATTERN.
 4. ALL IN-TRENCH CASTINGS SHALL HAVE PHASE 2 ENVIRONMENTAL SYMBOLS OR TEXT.
 5. WATER MAINS SHALL HAVE 5-1/2" DIA. TOP EXCEPT AT CRITICAL CROSSINGS.
 6. ALL VALVES SHALL HAVE A VALVE BOX ADAPTER INSTALLED TO MAINTAIN ALIGNMENT.
 7. THE CONTRACTOR SHALL REMOVE CHAINS ON ALL HYDRANTS.
 8. WATER MAINS SHALL NOT BE TURNED ON WITHOUT PRIOR APPROVAL.
 9. WATERS CAN NOT BE USED BY THE CONTRACTOR UNLESS IT IS PART OF THE PURIFICATION PROCESS OF THE WATER. PRIOR APPROVAL FROM WEST DES MOINES WATER WORKS IS REQUIRED.
 10. CONTRACTOR SHALL NOTIFY WEST DES MOINES WATER WORKS ONE (1) WEEK PRIOR TO CONSTRUCTION OF WATER MAIN.
 11. ALL THE PROTECTOR SHALL STAY CLEAR OF ALL MANHOLES, IN REVISIONS AND ELEVATIONS, ON ALL WATER MAINS. STAY CLEAR OF ALL MANHOLES, IN REVISIONS AND ELEVATIONS, ON ALL WATER MAINS. STAY CLEAR OF ALL MANHOLES, IN REVISIONS AND ELEVATIONS, ON ALL WATER MAINS.
 12. CONTRACTOR SHALL EXTEND THE WATER SERVICE INTO THE BUILDING TO DESIGNATED POINT IN BUILDING PLANS.

GENERAL NOTES:

1. THE CONTRACTOR SHALL VERIFY THE LOCATION AND PROTECT ALL UTILITIES AND STRUCTURES. DAMAGE TO UTILITIES SHALL BE REPAIRED BY THE CONTRACTOR AT THE CONTRACTOR'S EXPENSE TO THE SATISFACTION OF THE CITY AND THE OWNER.
2. CONTRACTOR TO CONFORM OPERATIONS TO PERMANENT AND TEMPORARY EASEMENTS AND DEVELOPER OWNED PROPERTY.
3. ALL TREES AND SHRUBS SHALL BE PROTECTED UNLESS DESIGNATED FOR REMOVAL IN THE PLANS.
4. CONTRACTOR SHALL SUBMIT ALL SUBGRADE AND PAVING MATERIAL TEST RESULTS TO THE PROJECT ENGINEER.
5. THE CONTRACTOR IS RESPONSIBLE FOR KEEPING AND MAINTAINING A SET OF RECORD DRAWINGS. RECORD DRAWINGS SHALL SHOW ALL CHANGES TO PLANS, AND REPRESENT THE RECORD DRAWING. ALL RECORD DRAWINGS SHALL BE MAINTAINED THROUGHOUT THE PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO SAID UTILITIES AND SERVICES RESULTING FROM CONSTRUCTION TO OTHER AREAS OF WORK.
6. THE CONTRACTOR SHALL OBTAIN THE NECESSARY PERMITS AND SERVICES FROM THE CITY OF WEST DES MOINES. THE CONTRACTOR SHALL OBTAIN THE NECESSARY PERMITS AND SERVICES FROM THE CITY OF WEST DES MOINES. THE CONTRACTOR SHALL OBTAIN THE NECESSARY PERMITS AND SERVICES FROM THE CITY OF WEST DES MOINES.
7. AT LEAST ONE WEEK PRIOR TO ANY CONSTRUCTION WITHIN PUBLIC ROW, THE CONTRACTOR SHALL CONTACT THE CITY OF WEST DES MOINES TO OBTAIN APPLICABLE CITY PERMITS THAT MAY BE NECESSARY.
8. ALL CONSTRUCTION WITHIN PUBLIC ROW, EASEMENTS, AND/OR ANY CONNECTIONS TO PUBLIC SERVICES AND UTILITIES, SHALL COMPLY WITH WEST DES MOINES STANDARD CONSTRUCTION SPECIFICATIONS FOR SUBDIVISIONS AND THE WEST DES MOINES METROPOLITAN DESIGN STANDARDS WITH WEST DES MOINES APPROVA.
9. RECONNECT ANY FIELD TILE THAT ARE INTERRUPTED DURING UTILITY CONSTRUCTION.
10. ALL SIGNING, STRIPING AND OTHER TRAFFIC CONTROL DEVICES ON THE DRIVEWAY APPROACHES TO THE PUBLIC STREETS SHOULD CONFORM TO THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD), FEDERAL HIGHWAY ADMINISTRATION.
11. ALL DIMENSIONS TO FACE-OF-CURB UNLESS NOTED OTHERWISE. ALL DIMENSIONS TO BE FIELD VERIFIED.
12. PROVIDE 1" EXPANSION MATERIAL WHERE CONCRETE IS POURED AGAINST BUILDING OR STRUCTURES. SET PRE-HOLED MATERIAL TIGHT AGAINST BUILDING AND/OR STRUCTURES TO ELIMINATE VOIDS.
13. ALL 1/2" C RAMP IN PUBLIC RIGHT OF WAY SHALL BE CONSTRUCTED IN ACCORDANCE WITH ADA ACCESSIBILITY GUIDELINES FOR BUILDINGS AND FACILITIES (ADAAG), FEDERAL REGULATIONS 28 CFR AND 36 CFR 35, AND IOWA CODE.

GRADING NOTES:

1. ALL DIMENSIONS TO FACE-OF-CURB UNLESS NOTED OTHERWISE. ALL DIMENSIONS TO BE FIELD VERIFIED.
2. ALL DIMENSIONS TO FACE-OF-CURB UNLESS NOTED OTHERWISE. ALL DIMENSIONS TO BE FIELD VERIFIED.
3. CURB IN WALKER RISE ELEVATIONS + PAVING TOP OF CURB ELEVATIONS.
4. CONTRACTOR TO ADJUST ALL TOP OF CASTING ELEVATIONS WITHIN THE PROJECT LIMITS TO THE FINAL ELEVATIONS SHOWN ON THE PLANS.
5. ALL SPOT ELEVATIONS ARE TO THE TOP OF FINISHED GRADE, UNLESS OTHERWISE NOTED.
6. ALL SLOPES IN UNPAVED AREAS SHALL BE GRADED TO DRAIN.



THE CONTRACTOR SHALL NOTIFY WEST DES MOINES WATER WORKS ONE (1) WEEK PRIOR TO CONSTRUCTION OF WATER MAIN. THE CONTRACTOR SHALL NOTIFY WEST DES MOINES WATER WORKS ONE (1) WEEK PRIOR TO CONSTRUCTION OF WATER MAIN. THE CONTRACTOR SHALL NOTIFY WEST DES MOINES WATER WORKS ONE (1) WEEK PRIOR TO CONSTRUCTION OF WATER MAIN.

NOTES:
1. ALL EXISTING UTILITIES SHOWN ON THIS PLAN ARE BASED ON RECORD DRAWINGS AND FIELD SURVEY. THE CLIENT IS RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION.
2. ALL EXISTING UTILITIES SHALL BE PROTECTED AND MAINTAINED THROUGHOUT THE PROJECT.
3. ALL EXISTING UTILITIES SHALL BE REINSTALLED TO ORIGINAL OR BETTER CONDITIONS.
4. ALL EXISTING UTILITIES SHALL BE REINSTALLED TO ORIGINAL OR BETTER CONDITIONS.
5. ALL EXISTING UTILITIES SHALL BE REINSTALLED TO ORIGINAL OR BETTER CONDITIONS.

EXISTING CONDITIONS & DEMOLITION PLAN



GRAPHIC SCALE
0 10 20 40
FEET

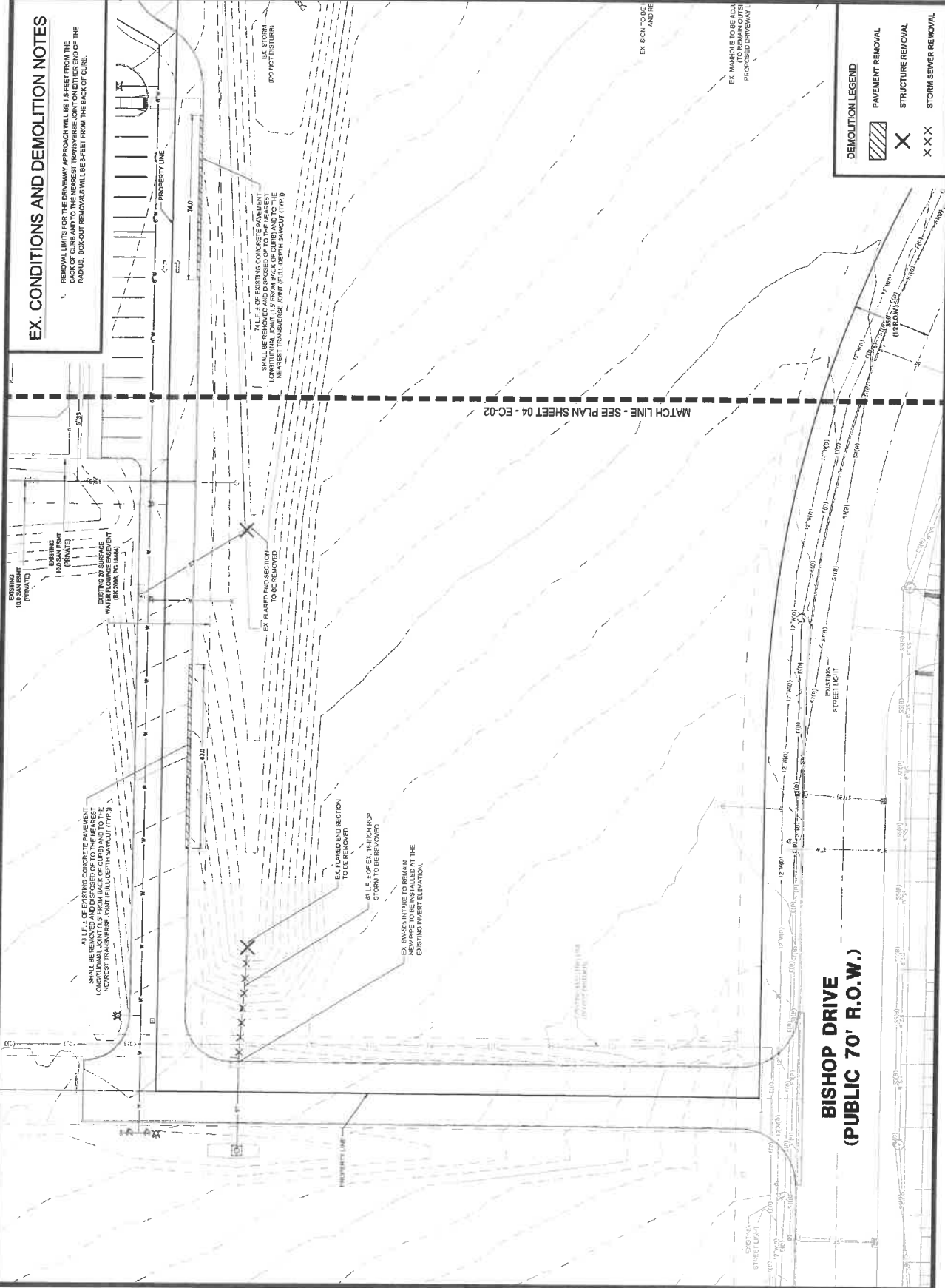
**AVENTURA AT
GREENWAY CROSSING**
CITY ID: 003676-2017
WEST DES MOINES, IOWA

NOV 2021 1027
JANUARY 17, 2018
APRIL 20, 2018
JUNE 14, 2018
JULY 2, 2018

DESIGNED BY:
A. MAJUR
C. SMITH
DATE:
03 / 14

EX. CONDITIONS AND DEMOLITION NOTES

1. REMOVAL LIMITS FOR THE DRIVEWAY APPROACH WILL BE 1.5 FEET FROM THE CURB AND 1.5 FEET FROM THE NEAREST TRANSVERSE JOINT ON EITHER END OF THE DRIVEWAY. EXCESS REMOVAL WILL BE 1 FEET FROM THE BACK OF CURB.



DEMOLITION LEGEND

	PAVEMENT REMOVAL
	STRUCTURE REMOVAL
	STORM SEWER REMOVAL

**BISHOP DRIVE
(PUBLIC 70' R.O.W.)**

MATCH LINE - SEE PLAN SHEET 04 - EC-02

7.11.5' OF EXISTING CONCRETE PAVEMENT SHALL BE REMOVED AND DISPOSED OF TO THE NEAREST TRANSVERSE JOINT (TYP.) AND TO THE NEAREST TRANSVERSE JOINT (TYP.)

7.11.5' OF EXISTING CONCRETE PAVEMENT SHALL BE REMOVED AND DISPOSED OF TO THE NEAREST TRANSVERSE JOINT (TYP.) AND TO THE NEAREST TRANSVERSE JOINT (TYP.)

EX FLARED END SECTION TO BE REMOVED

EX FLARED END SECTION TO BE REMOVED

7.11.5' OF EXISTING CONCRETE PAVEMENT SHALL BE REMOVED AND DISPOSED OF TO THE NEAREST TRANSVERSE JOINT (TYP.) AND TO THE NEAREST TRANSVERSE JOINT (TYP.)

EX SIGN TO BE ADJUSTED TO REMAIN OUTSIDE PROPOSED DRIVEWAY

EX SIGN TO BE ADJUSTED TO REMAIN OUTSIDE PROPOSED DRIVEWAY

EX SIGN TO BE ADJUSTED TO REMAIN OUTSIDE PROPOSED DRIVEWAY

NOTES:
1. ALL EXISTING UTILITIES SHOWN ON THIS PLAN ARE BASED ON RECORD DRAWINGS AND FIELD SURVEY. THE CLIENT SHALL VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION.
2. ALL DIMENSIONS ARE IN FEET AND INCHES. DIMENSIONS ARE SHOWN TO THE CENTERLINE UNLESS OTHERWISE NOTED.
3. ALL DISTANCES ARE TO THE CENTERLINE UNLESS OTHERWISE NOTED.
4. ALL ELEVATIONS ARE IN FEET ABOVE MEAN SEA LEVEL UNLESS OTHERWISE NOTED.
5. ALL DIMENSIONS ARE TO THE CENTERLINE UNLESS OTHERWISE NOTED.
6. ALL DISTANCES ARE TO THE CENTERLINE UNLESS OTHERWISE NOTED.
7. ALL ELEVATIONS ARE IN FEET ABOVE MEAN SEA LEVEL UNLESS OTHERWISE NOTED.
8. ALL DIMENSIONS ARE TO THE CENTERLINE UNLESS OTHERWISE NOTED.
9. ALL DISTANCES ARE TO THE CENTERLINE UNLESS OTHERWISE NOTED.
10. ALL ELEVATIONS ARE IN FEET ABOVE MEAN SEA LEVEL UNLESS OTHERWISE NOTED.

**EXISTING CONDITIONS &
DEMOLITION PLAN**



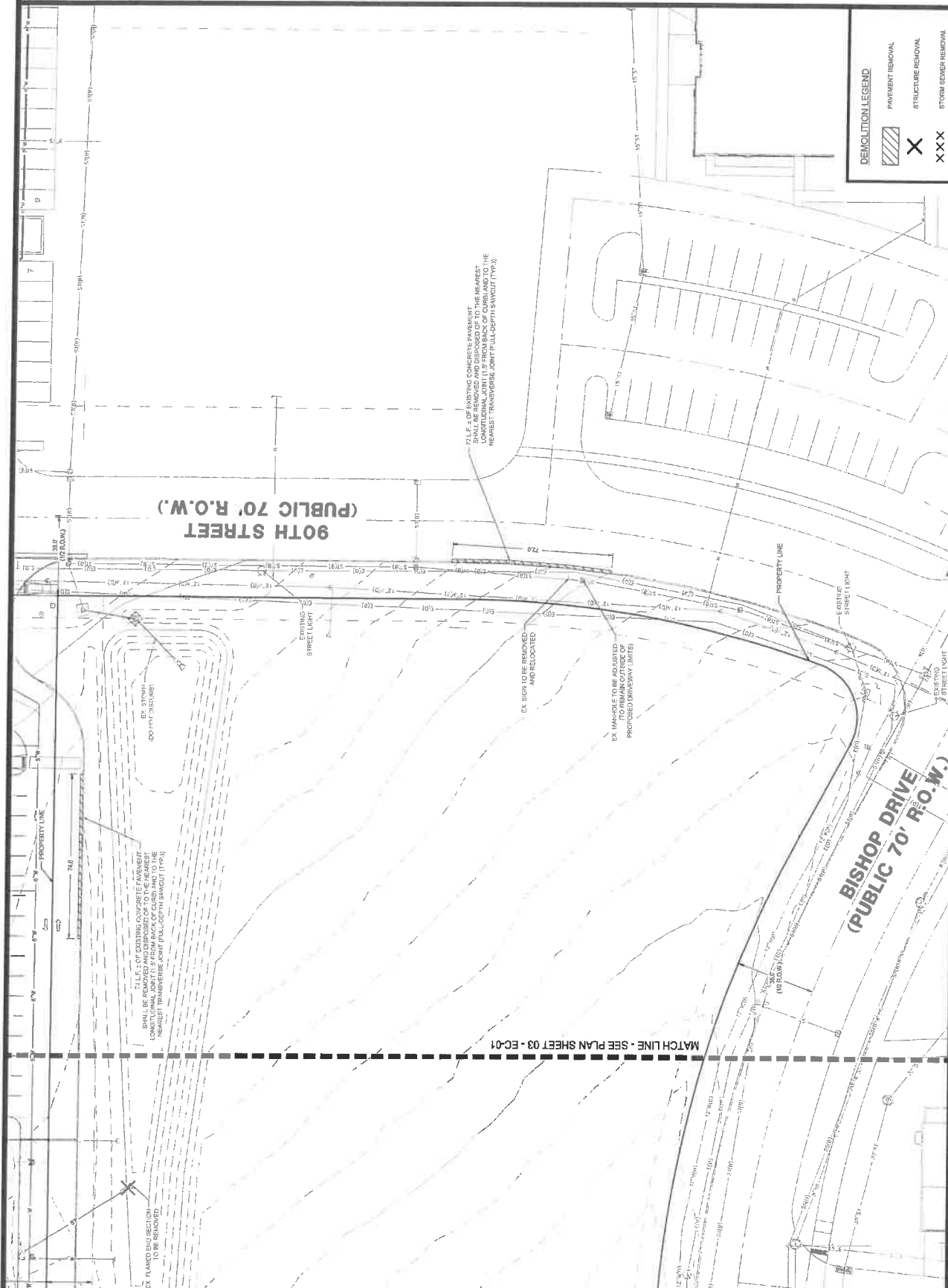
**AVENTURA AT
GREENWAY CROSSING**
CITY ID: 003876-2017
WEST DES MOINES, IOWA

NOV 2002 (2007)
JANUARY 11, 2018
APRIL 20, 2018
JUNE 14, 2018
JULY 2, 2018

DESIGNED BY: A. MAURER
CHECKED BY: C. SMITH
DATE: 04/11/18
PROJECT NO: EC-02
SHEET NO: 04 / 14

DEMOLITION LEGEND

-  PAVEMENT REMOVAL
-  STRUCTURE REMOVAL
-  STORM SEWER REMOVAL





building strong communities.

1300 HWY 231 St. Joseph
MO 64506
913-964-1237
Fax 913-964-1230

NOTICE:
This plan and specifications were prepared by the undersigned engineer and contractor. It is the responsibility of the contractor to verify all conditions and measurements on the site. The engineer's office is not responsible for any errors or omissions in this plan or specifications. The contractor shall be responsible for obtaining all necessary permits and approvals from the appropriate authorities. The engineer's office is not responsible for any delays or costs incurred by the contractor due to any changes or omissions in this plan or specifications. The contractor shall be responsible for obtaining all necessary permits and approvals from the appropriate authorities. The engineer's office is not responsible for any delays or costs incurred by the contractor due to any changes or omissions in this plan or specifications.

CONTRACT:
Construction of Aventura at Greenway Crossing, a 43,100 S.F. office building located at the intersection of Bishop Drive and Aventura Drive, St. Joseph, Missouri. The project is owned by Aventura Development, LLC. The contractor is responsible for obtaining all necessary permits and approvals from the appropriate authorities. The engineer's office is not responsible for any delays or costs incurred by the contractor due to any changes or omissions in this plan or specifications.

PAVING AND SITE PLAN NOTES

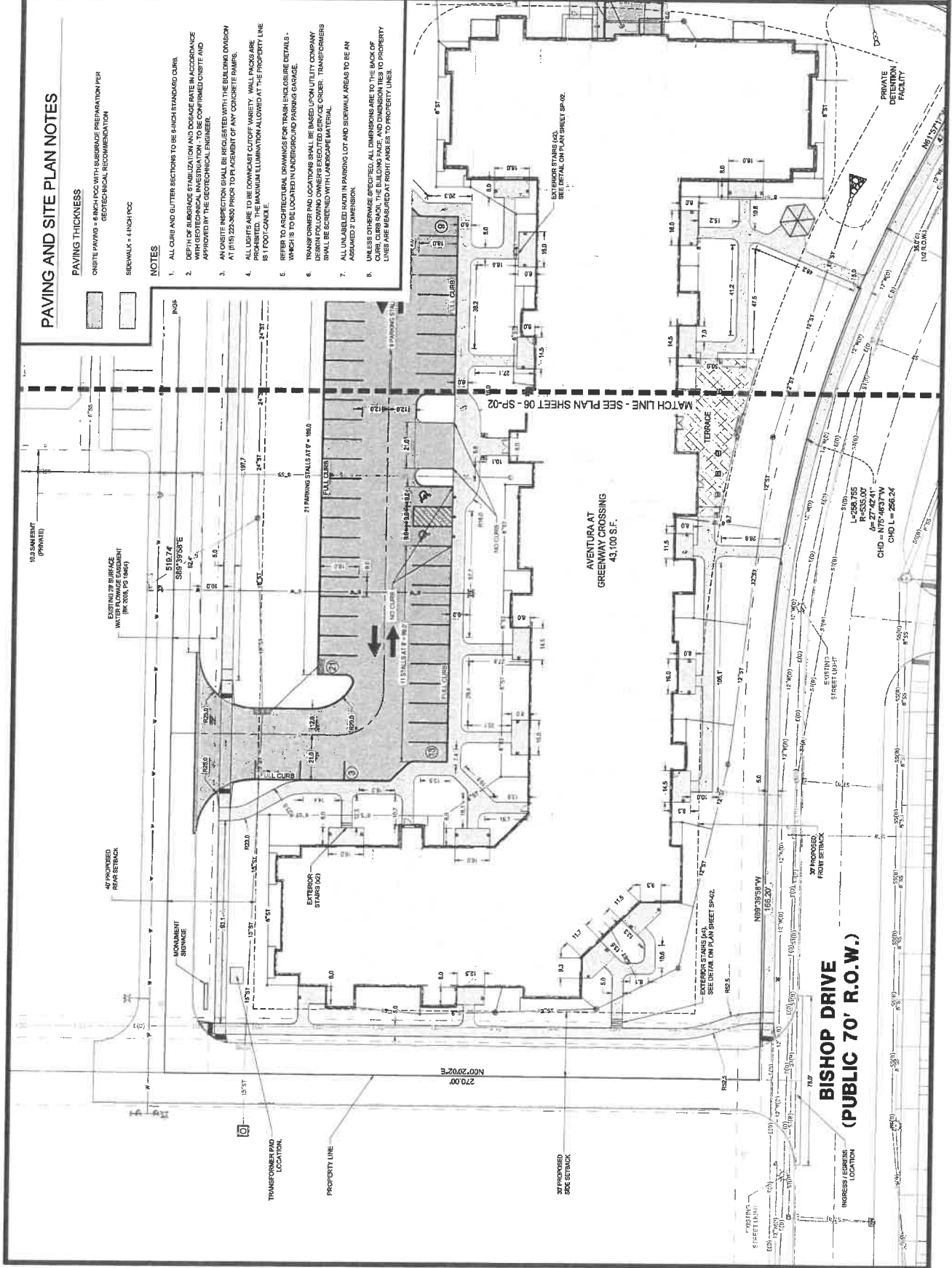
PAVING THICKNESS

ON-SITE PAVING = 6 INCH PCC WITH SUBGRADE PREPARATION PER GEOTECHNICAL RECOMMENDATION

SEWERWALK = 4 INCH PCC

NOTES

1. ALL CURB AND GUTTER SECTIONS TO BE 6-INCH STANDARD CURB.
2. DEPTH OF SUBGRADE STABILIZATION AND DODGE GATE IN ACCORDANCE WITH GEOTECHNICAL INVESTIGATION - TO BE CONFIRMED ON-SITE AND APPROVED BY THE GEOTECHNICAL ENGINEER.
3. AN ON-SITE INSPECTION SHALL BE REQUESTED WITH THE BUILDING DIVISION AT (P15) 223-3032 PRIOR TO PLACEMENT OF ANY CONCRETE RAMPS.
4. ALL LIGHTS ARE TO BE DOMESTIC GLOTT VARIETY. WALL PACKS ARE PROHIBITED. THE MAXIMUM ILLUMINATION ALLOWED AT THE PROPERTY LINE IS 1 FOOT-CANDLE.
5. REFER TO ARCHITECTURAL DRAWINGS FOR TRASH ENCLOSURE DETAILS.
6. TRANSFORMER PAD LOCATIONS SHALL BE BASED UPON UTILITY COMPANY DESIGN FOLLOWING OWNERS DESIGN ORDER. TRANSFORMERS SHALL BE SCREENED WITH LANDSCAPE MATERIAL.
7. ALL UNPAVED AREAS IN PARKING LOT AND SIDEWALK AREAS TO BE AN ASSUMED 3' DIMENSION.
8. UNLESS OTHERWISE SPECIFIED, ALL DIMENSIONS ARE TO THE BACK OF CURB OR FINISH GRADE. DIMENSIONS TO PROPERTY LINE ARE MEASURED AT RIGHT ANGLES TO PROPERTY LINE.



SITE PLAN



AVENTURA AT GREENWAY CROSSING
CITY ID: 003676-2017
WEST DES MOINES, IOWA
NOVA 202 1607
JANUARY 17, 2018
APRIL 20, 2018
JUNE 14, 2018
JULY 2, 2018

DESIGNED BY: A. MAURER
CHECKED BY: C. SMITH
DRAWN BY: [Name]
DATE: 05/14

AVENTURA AT GREENWAY CROSSING
43,100 S.F.

BISHOP DRIVE
(PUBLIC 70' R.O.W.)



building strong communities.

1645 WEST 127TH STREET
 CHgo, MO 64617
 313-984-1275
 FAX 313-984-2376

NOTES
 1. All work shall conform to the 2012 International Building Code, as amended, and the 2012 International Fire Code, as amended.
 2. All work shall conform to the 2012 International Mechanical Code, as amended, and the 2012 International Plumbing Code, as amended.
 3. All work shall conform to the 2012 International Electrical Code, as amended, and the 2012 International Energy Conservation Code, as amended.
 4. All work shall conform to the 2012 International Building Code, as amended, and the 2012 International Fire Code, as amended, and the 2012 International Mechanical Code, as amended, and the 2012 International Plumbing Code, as amended, and the 2012 International Electrical Code, as amended, and the 2012 International Energy Conservation Code, as amended.
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 8. All work shall conform to the 2012 International Building Code, as amended, and the 2012 International Fire Code, as amended, and the 2012 International Mechanical Code, as amended, and the 2012 International Plumbing Code, as amended, and the 2012 International Electrical Code, as amended, and the 2012 International Energy Conservation Code, as amended.
 9. All work shall conform to the 2012 International Building Code, as amended, and the 2012 International Fire Code, as amended, and the 2012 International Mechanical Code, as amended, and the 2012 International Plumbing Code, as amended, and the 2012 International Electrical Code, as amended, and the 2012 International Energy Conservation Code, as amended.
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CONTRACT
 AVENTURA AT GREENWAY CROSSING
 431,000 S.F.
 1645 WEST 127TH STREET
 CHgo, MO 64617
 313-984-1275
 FAX 313-984-2376

SITE PLAN



NORTH

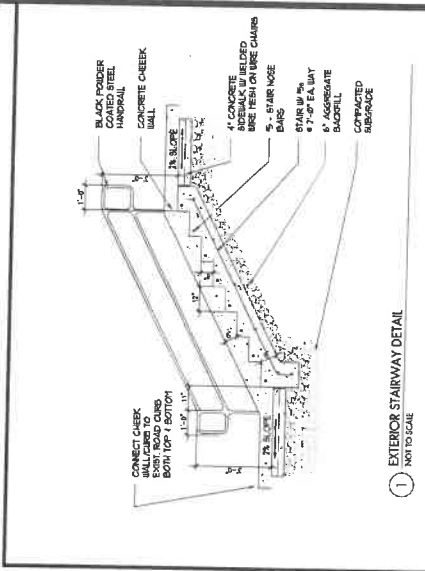
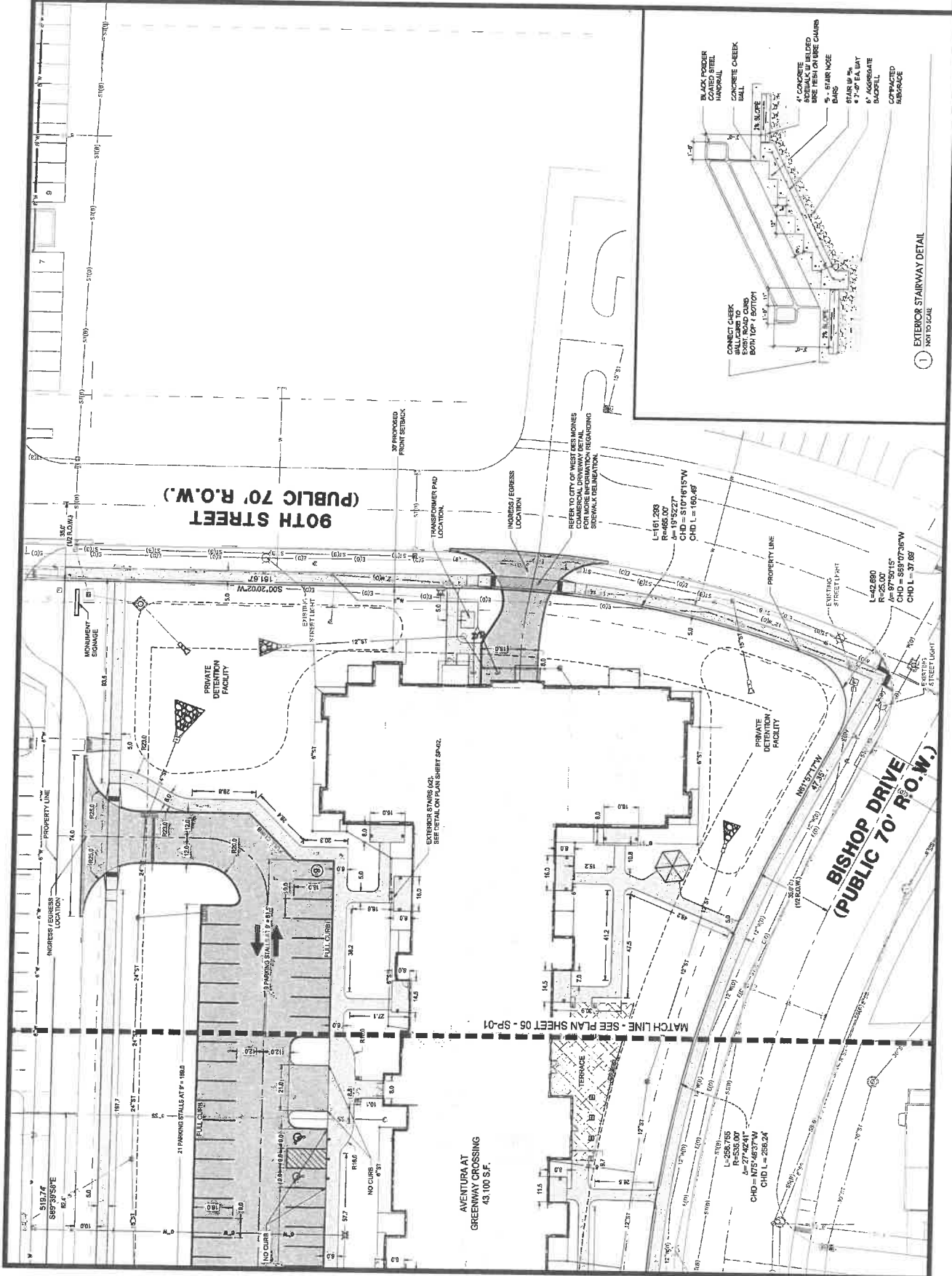


AVENTURA AT GREENWAY CROSSING
 CITY ID: 003676-2017

WEST DES MOINES, IOWA
 WDM 2011697
 JANUARY 17, 2018
 APRIL 20, 2018
 JULY 12, 2018
 JULY 2, 2018

DESIGNED BY
 A. MAURER
 CHECKED BY
 C. SMITH

DATE: 06/14



AVENTURA AT GREENWAY CROSSING
 431,000 S.F.

NOTES:
1. ALL PROPOSED GRADING SHALL BE SUBMITTED TO THE CITY OF DENVER FOR REVIEW AND APPROVAL. THE AS-BUILT DOCUMENTATION THAT THE STORM WATER DRAINAGE SYSTEM HAS BEEN CONSTRUCTED AS SHOWN ON THESE PLANS SHALL BE FORWARDED TO THE CITY OF DENVER PRIOR TO THE ISSUANCE OF THE FINAL OCCUPANCY PERMIT, AND SHALL INCLUDE ELEVATIONS, DETENTION AND RETENTION POND CAPACITY, PIPING RESTRICTIONS, AND ANY PERTINENT ASPECTS OF THE STORM WATER SYSTEM.
2. PRIOR TO ANY GRADING OR SITE WORK TAKING PLACE, A COPY OF THE STORM WATER IMPACTS GENERAL PERMIT NO. 2, ISSUED BY THE COLORADO DEPARTMENT OF NATURAL RESOURCES, SHALL BE SUBMITTED TO DENVER. AFTER THE GRADING IS COMPLETED, THE ENGINEER SHALL SUBMIT A COPY OF THE STORM WATER IMPACTS GENERAL PERMIT NO. 2, AND A VARIATION MAP WHICH COMPLETES THE COVERAGE INCLUDES THE PROPOSED PROJECT. THE VARIATION MAP SHALL BE SUBMITTED TO THE CITY ENGINEER FOR REVIEW AND APPROVAL. THE VARIATION MAP SHALL BE SUBMITTED TO THE CITY ENGINEER PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.
3. UPON COMPLETION OF THE PROJECT, THE CONSTRUCTION STAGING AREA WILL NEED TO BE RESTORED PRIOR TO FINAL BUILDING OCCUPANCY. FURTHERMORE, ALL DISTURBED AREAS SHALL BE RESTORED AND STABILIZED PRIOR TO THE COMMENCEMENT OF CONSTRUCTION. TEMPORARY SEEDING AND STABILIZATION EFFORTS SHALL BE AN ONGOING EFFORT THROUGHOUT THE CONSTRUCTION PROCESS FOR SPECIFIC AREAS AS COMPLETED.
4. CONTRACTOR SHALL BE RESPONSIBLE FOR KEEPING ROCK AND MUD OFF CITY STREETS DURING THE CONSTRUCTION PROCESS. THIS PROCESS MUST BE COMPLETED ON A CONTINUAL DAILY BASIS.
5. CONTRACTOR SHALL INSTALL INLET PROTECTION DEVICES ON ALL PUBLIC INLETS LOCATED WITHIN 200 FEET OF CONSTRUCTION LIMITS AND ALL INLETS WITHIN CONSTRUCTION LIMITS.

CONTRACTOR:
The Contractor shall be responsible for obtaining all necessary permits and approvals from the City of Denver and the Colorado Department of Natural Resources. The Contractor shall be responsible for providing all necessary documentation to the City of Denver and the Colorado Department of Natural Resources. The Contractor shall be responsible for providing all necessary documentation to the City of Denver and the Colorado Department of Natural Resources.

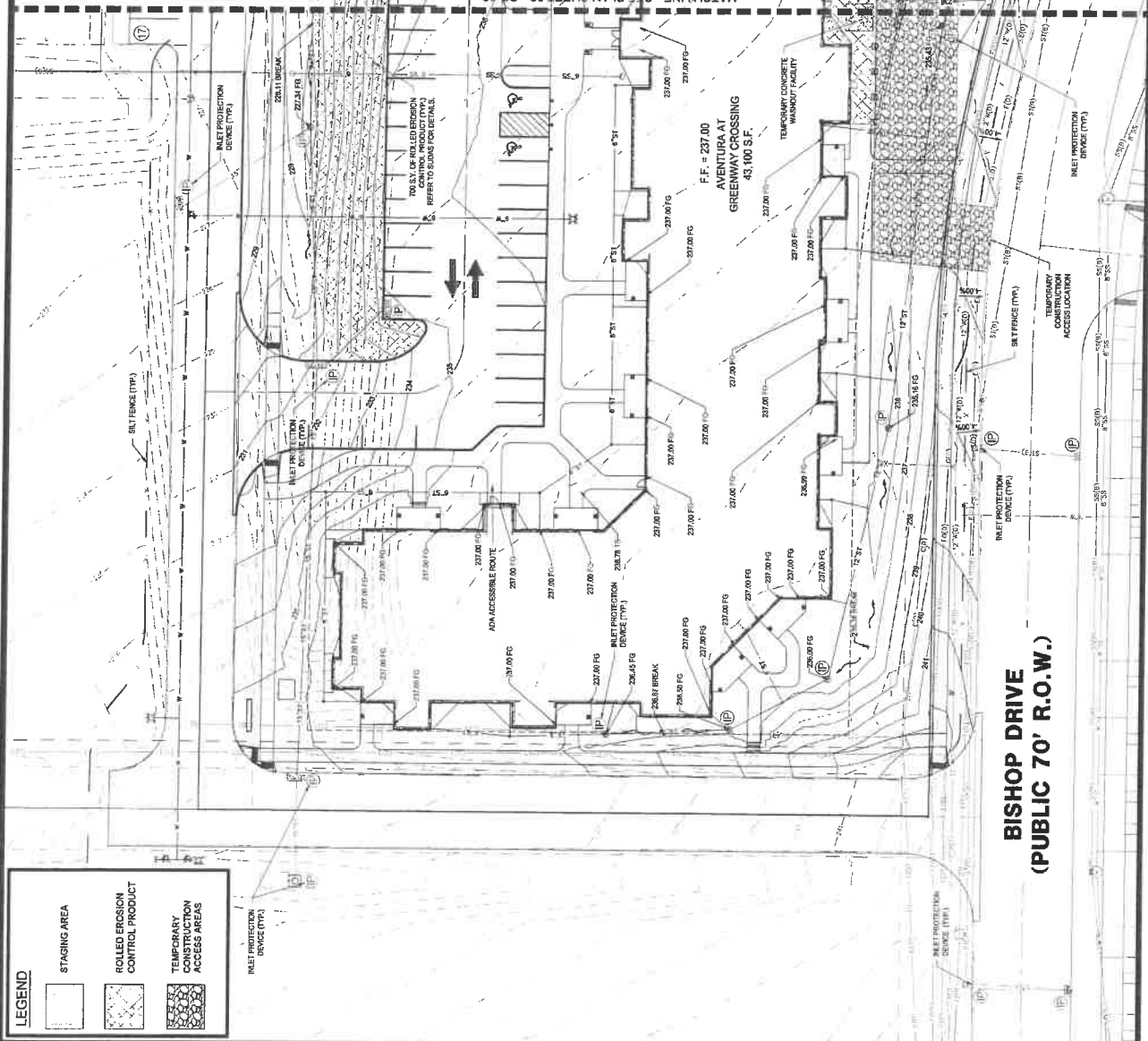
**GRADING AND
EROSION PLAN**



**AVENTURA AT
GREENWAY CROSSING**
CITY ID: 003676-2017
1803 DES MARCHE, DENVER
JANUARY 17, 2016
APRIL 20, 2018
JUNE 14, 2018
JULY 2, 2018

DESIGNED BY
A. MAURER
CHECKED BY
C. SMITH
DATE
07/14

- GRADING NOTES**
- FOLLOWING THE COMPLETION OF THE PROJECT, THE PROJECT CIVIL ENGINEER SHALL PROVIDE AS-BUILT DOCUMENTATION THAT THE STORM WATER DRAINAGE SYSTEM HAS BEEN CONSTRUCTED AS SHOWN ON THESE PLANS. THIS DOCUMENTATION SHALL BE FORWARDED TO THE CITY OF DENVER PRIOR TO THE ISSUANCE OF THE FINAL OCCUPANCY PERMIT, AND SHALL INCLUDE ELEVATIONS, DETENTION AND RETENTION POND CAPACITY, PIPING RESTRICTIONS, AND ANY PERTINENT ASPECTS OF THE STORM WATER SYSTEM.
 - PRIOR TO ANY GRADING OR SITE WORK TAKING PLACE, A COPY OF THE STORM WATER IMPACTS GENERAL PERMIT NO. 2, ISSUED BY THE COLORADO DEPARTMENT OF NATURAL RESOURCES, SHALL BE SUBMITTED TO DENVER. AFTER THE GRADING IS COMPLETED, THE ENGINEER SHALL SUBMIT A COPY OF THE STORM WATER IMPACTS GENERAL PERMIT NO. 2, AND A VARIATION MAP WHICH COMPLETES THE COVERAGE INCLUDES THE PROPOSED PROJECT. THE VARIATION MAP SHALL BE SUBMITTED TO THE CITY ENGINEER FOR REVIEW AND APPROVAL. THE VARIATION MAP SHALL BE SUBMITTED TO THE CITY ENGINEER PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.
 - UPON COMPLETION OF THE PROJECT, THE CONSTRUCTION STAGING AREA WILL NEED TO BE RESTORED PRIOR TO FINAL BUILDING OCCUPANCY. FURTHERMORE, ALL DISTURBED AREAS SHALL BE RESTORED AND STABILIZED PRIOR TO THE COMMENCEMENT OF CONSTRUCTION. TEMPORARY SEEDING AND STABILIZATION EFFORTS SHALL BE AN ONGOING EFFORT THROUGHOUT THE CONSTRUCTION PROCESS FOR SPECIFIC AREAS AS COMPLETED.
 - CONTRACTOR SHALL BE RESPONSIBLE FOR KEEPING ROCK AND MUD OFF CITY STREETS DURING THE CONSTRUCTION PROCESS. THIS PROCESS MUST BE COMPLETED ON A CONTINUAL DAILY BASIS.
 - CONTRACTOR SHALL INSTALL INLET PROTECTION DEVICES ON ALL PUBLIC INLETS LOCATED WITHIN 200 FEET OF CONSTRUCTION LIMITS AND ALL INLETS WITHIN CONSTRUCTION LIMITS.



LEGEND

- STAGING AREA
- ROLLED EROSION CONTROL PRODUCT
- TEMPORARY CONSTRUCTION ACCESS AREAS

**BISHOP DRIVE
(PUBLIC 70' R.O.W.)**



**McCLURE™
ENGINEERING CO.**

building strong communities

1340 HWY 171ST, Seward
Iowa, Iowa 50525
Tel: 515-314-2370
Fax: 515-314-2370

NOTICE:
This drawing was prepared by the undersigned professional engineer or architect, and it is hereby certified that the work was done by the engineer or architect, or under the direct supervision and control of the engineer or architect, and that the engineer or architect is a duly licensed professional engineer or architect in the State of Iowa.

**GRADING AND
EROSION PLAN**



NORTH



**AVENTURA AT
GREENWAY CROSSING**
CITY ID: 003576-2017

WEST DES MOINES, IOWA

NOVA 200 1827

JANUARY 17, 2019

APRIL 20, 2018

JUNE 14, 2018

JULY 2, 2018

DESIGNED BY
A. MAURER

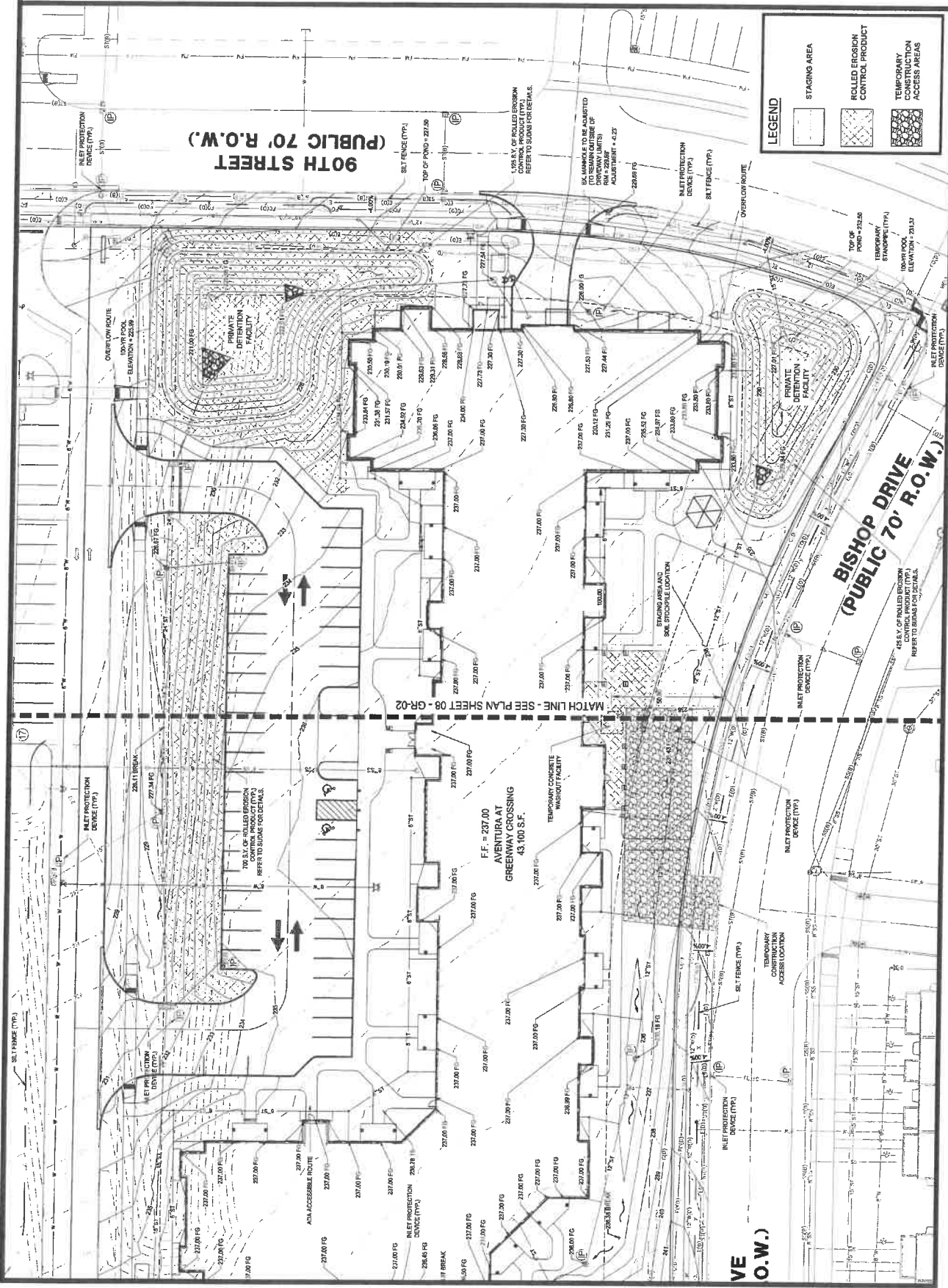
CHECKED BY
C. SMITH

DATE
08 / 14

PROJECT NO.
GR-02

LEGEND

- STAGING AREA
- ROLLED EROSION CONTROL PRODUCT
- TEMPORARY CONSTRUCTION ACCESS AREAS



**90TH STREET
(PUBLIC 70' R.O.W.)**

**BISHOP DRIVE
(PUBLIC 70' R.O.W.)**

MATCH LINE - SEE PLAN SHEET 08 - GR-02

F.F. = 237.00
AVENTURA AT
GREENWAY CROSSING
43,100 S.F.

**VE
O.W.)**



building strong communities.

1340 NW 121st Street
Coral Gables, FL 33134
Tel: 305-444-4370
Fax: 305-444-4370

NOTICE:
This drawing was prepared by the use of all available information, including but not limited to, site visits, aerial photography, and other data. The Engineer does not warrant the accuracy of the information provided. The Engineer shall not be responsible for any errors or omissions in this drawing or for any consequences arising therefrom. The Engineer shall not be responsible for any construction methods or materials used in the construction of the project.

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PAVING PLAN



NORTH



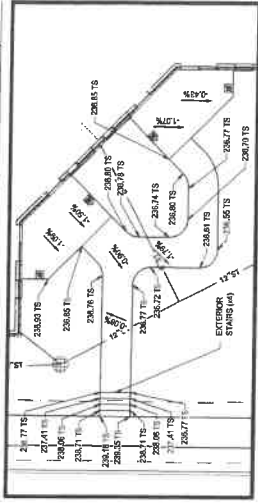
AVENTURA AT
GREENWAY CROSSING
CITY ID: 003676-2017
WEST BEECHMONT, FLWA
JANUARY 17, 2018

DESIGNED BY
A. MAJURE
CHECKED BY
C. SMITH

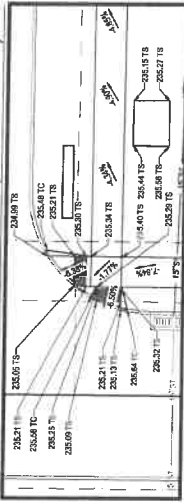
DATE
APRIL 14, 2018
JUNE 14, 2018
JULY 2, 2018

PROJECT NO.
PA-01
SHEET NO.
09 / 14

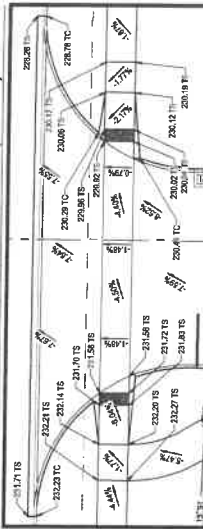
BUILDING ENTRANCE DETAIL (SOUTHWEST)



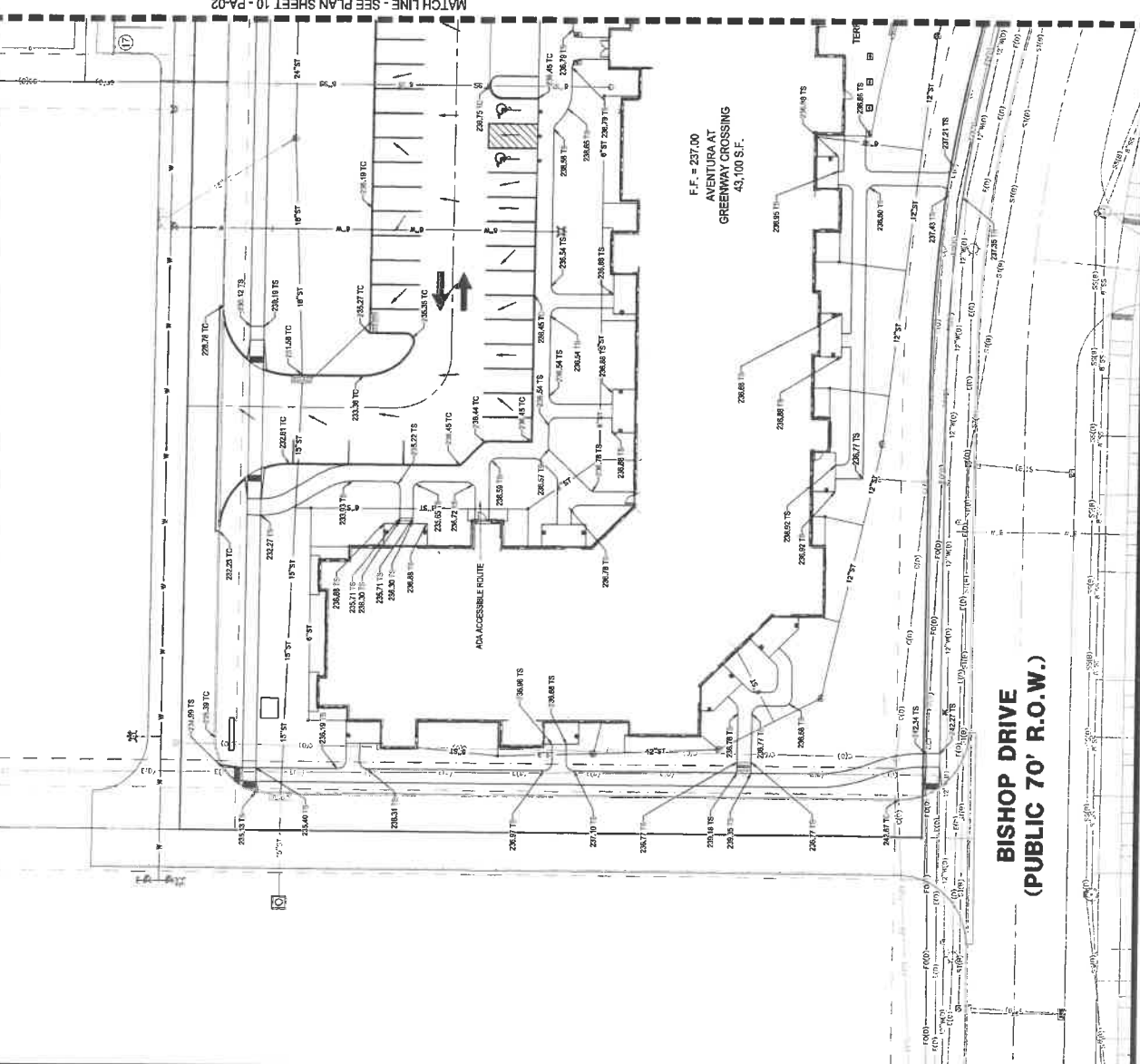
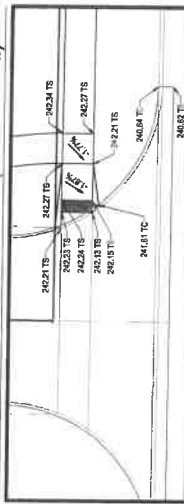
SIDEWALK ADA RAMP DETAIL (NORTHWEST)



PARKING LOT ENTRANCE DETAIL (WEST)



DRIVEWAY ENTRANCE DETAIL (BISHOP DR.)



BISHOP DRIVE
(PUBLIC 70' R.O.W.)

F.F. = 237.00
AVENTURA AT
GREENWAY CROSSING
43,100 S.F.

MATCH LINE - SEE PLAN SHEET 10 - PA-02



McCLURE ENGINEERING CO.
building strong communities.

1346 HWY 121 ST, Des Moines, IA 50315
515-264-2375
fax 515-264-2370

NOTES:
1. All utility lines shown are based on existing records and field verification. The engineer does not warrant the accuracy of these records.
2. The engineer is not responsible for the accuracy of the information provided by the client or other sources.
3. The engineer is not responsible for the accuracy of the information provided by the client or other sources.
4. The engineer is not responsible for the accuracy of the information provided by the client or other sources.
5. The engineer is not responsible for the accuracy of the information provided by the client or other sources.

PAVING PLAN



NORTH



AVENTURA AT
GREENWAY CROSSING
CITY ID: 005976-2017

WEST DES MOINES, IOWA
JANUARY 17, 2016

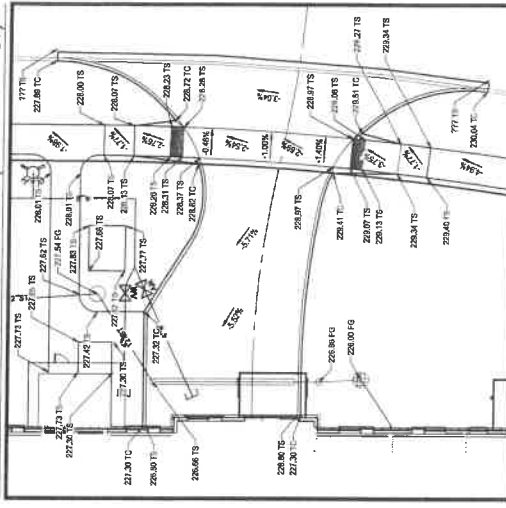
APRIL 20, 2016
JUNE 14, 2016
JULY 2, 2016

DESIGNED BY
A. MAURER

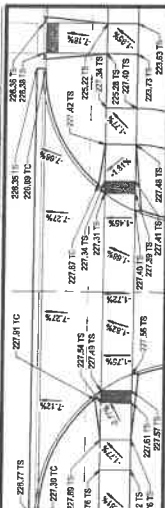
CHECKED BY
C. SMITH

PROJECT NO. PA-02
SHEET NO. 10 / 14

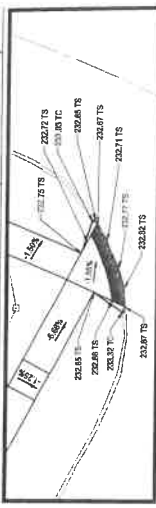
DRIVEWAY ENTRANCE DETAIL (90TH STREET)



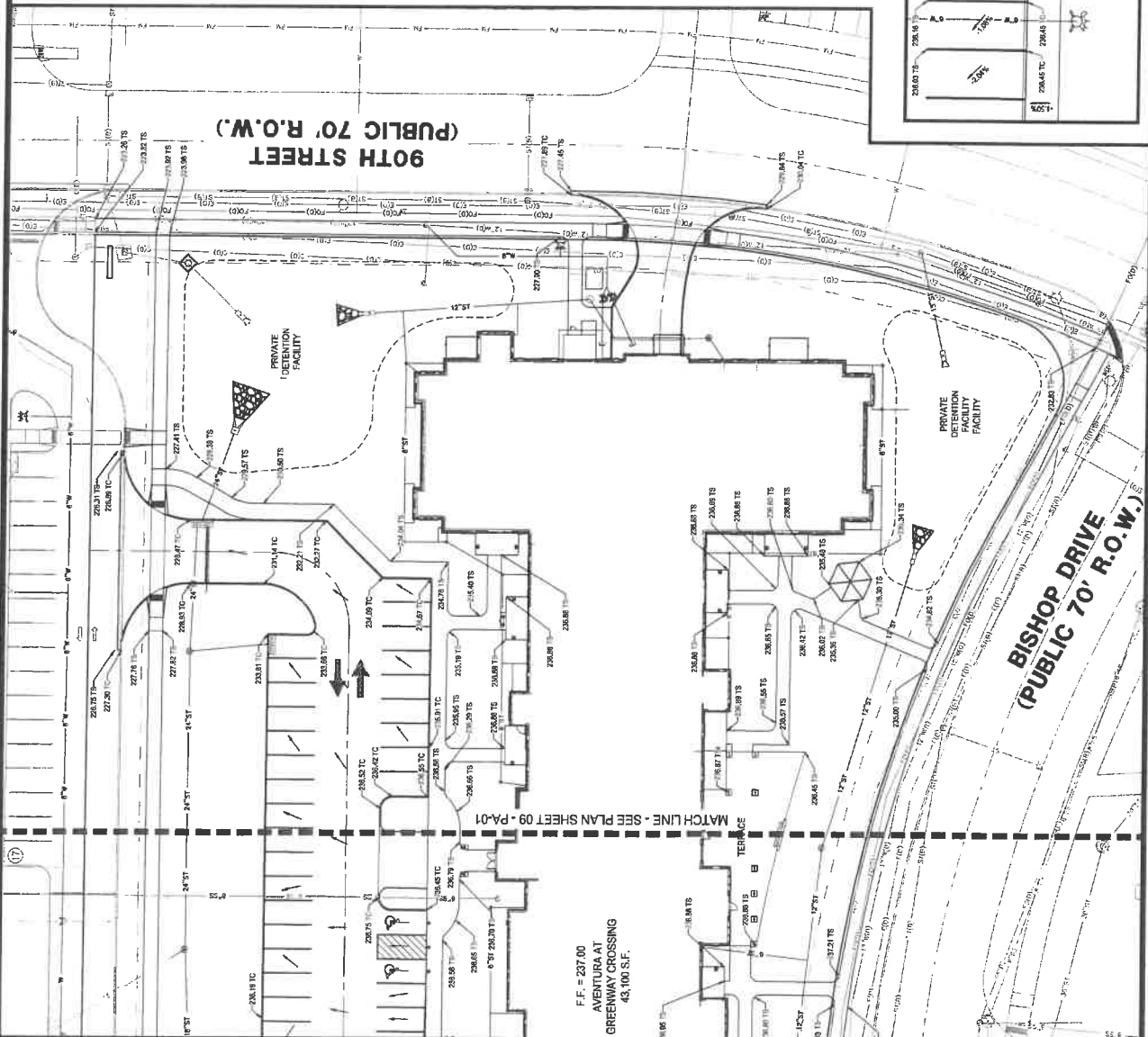
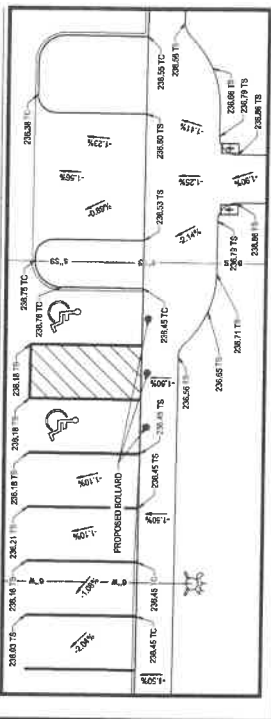
PARKING LOT ENTRANCE DETAIL (EAST)



SIDEWALK ADA RAMP DETAIL (SOUTHEAST)



ADA PARKING & ENTRANCE DETAIL



MATCH LINE - SEE PLAN SHEET 09 - PA-01

FF = 237.00
AVENTURA AT
GREENWAY CROSSING
45,100 S.F.

NOTICE:
This drawing is prepared in accordance with the Iowa Professional Engineer Act, Chapter 549, Iowa Code. It is the responsibility of the Professional Engineer to ensure that this drawing complies with the applicable laws and regulations of the State of Iowa. The Engineer does not warrant that this drawing is free from errors or omissions. The Engineer is not responsible for any damage or injury resulting from the use of this drawing. The Engineer is not responsible for any damage or injury resulting from the use of this drawing. The Engineer is not responsible for any damage or injury resulting from the use of this drawing.

UTILITY NOTES

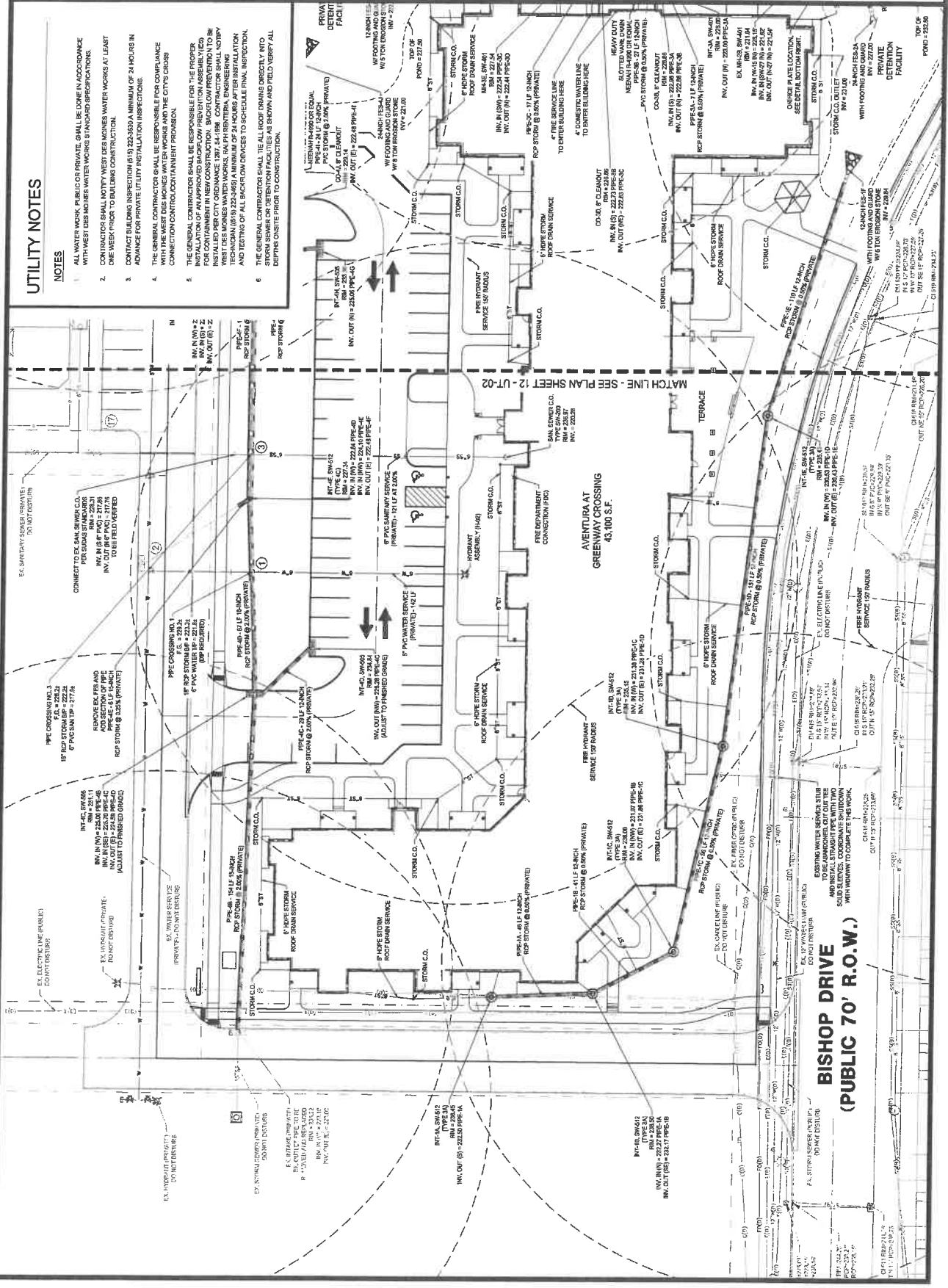
1. ALL WATER WORK, PUBLIC OR PRIVATE, SHALL BE DONE IN ACCORDANCE WITH WEST DES MOINES WATERWORKS STANDARD SPECIFICATIONS.
2. CONTRACTOR SHALL NOTIFY WEST DES MOINES WATERWORKS AT LEAST ONE WEEK PRIOR TO BUILDING CONSTRUCTION.
3. CONTRACT BUILDING INSPECTION (S) 223-2630 A MINIMUM OF 24 HOURS IN ADVANCE FOR PRIVATE UTILITY INSTALLATION INSPECTIONS.
4. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLIANCE WITH THE WEST DES MOINES WATERWORKS AND THE CITY'S CROSS CONNECTION CONTROL CONTAMINANT PREVENTION.
5. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROPER INSTALLATION OF AN APPROVED BACKFLOW PREVENTION ASSEMBLY (BVA) FOR CONTAMINATION IN NEW CONSTRUCTION. BACKFLOW PREVENTION TO BE WEST DES MOINES WATERWORKS (WDM) INTERNAL BACKFLOW PREVENTION TECHNIQUE (S) 223-2630 A MINIMUM OF 24 HOURS AFTER INSTALLATION AND TESTING OF ALL BACKFLOW DEVICES TO SCHEDULE FINAL INSPECTION.
6. THE GENERAL CONTRACTOR SHALL TEST ALL ROOF DRAINS DIRECTLY INTO STORM SEWER OR RETENTION FACILITIES AS SHOWN AND FIELD VERIFY ALL DEPTHS ON SITE PRIOR TO CONSTRUCTION.

UTILITY PLAN



AVENTURA AT GREENWAY CROSSING
CITY ID: 003676-2017
WEST DES MOINES, IOWA
JANUARY 17, 2018
APRIL 20, 2018
JUNE 14, 2018
JULY 7, 2018

DESIGNED BY
A. MAURER
CHECKED BY
C. SMITH
DATE
11/1/14



MATCH LINE - SEE PLAN SHEET 12-UT-02

AVENTURA AT GREENWAY CROSSING
43,100 S.F.

BISHOP DRIVE
(PUBLIC 70' R.O.W.)

TOP OF POND = 225.0

DESCRIPTION	QUANTITY	UNITS
6" WATER MAIN, PVC	442	LF
6" WATER MAIN, DIP	15	LF
8" WATER MAIN, PVC	73	LF
4" FIRE SERVICE LINE, PVC	40	LF
4" DOMESTIC WATER SERVICE	25	LF
6" GATE VALVE	3	EA
4" GATE VALVE	2	EA
45° BEND, 6"	2	EA
4" x 4" WYE	1	EA
6" x 4" TEE	1	EA
6" x 6" TEE	3	EA
HYDRANT ASSEMBLY	4	EA

WATER QUANTITY TABLE (PRIVATE)

UTILITY PLAN



NORTH

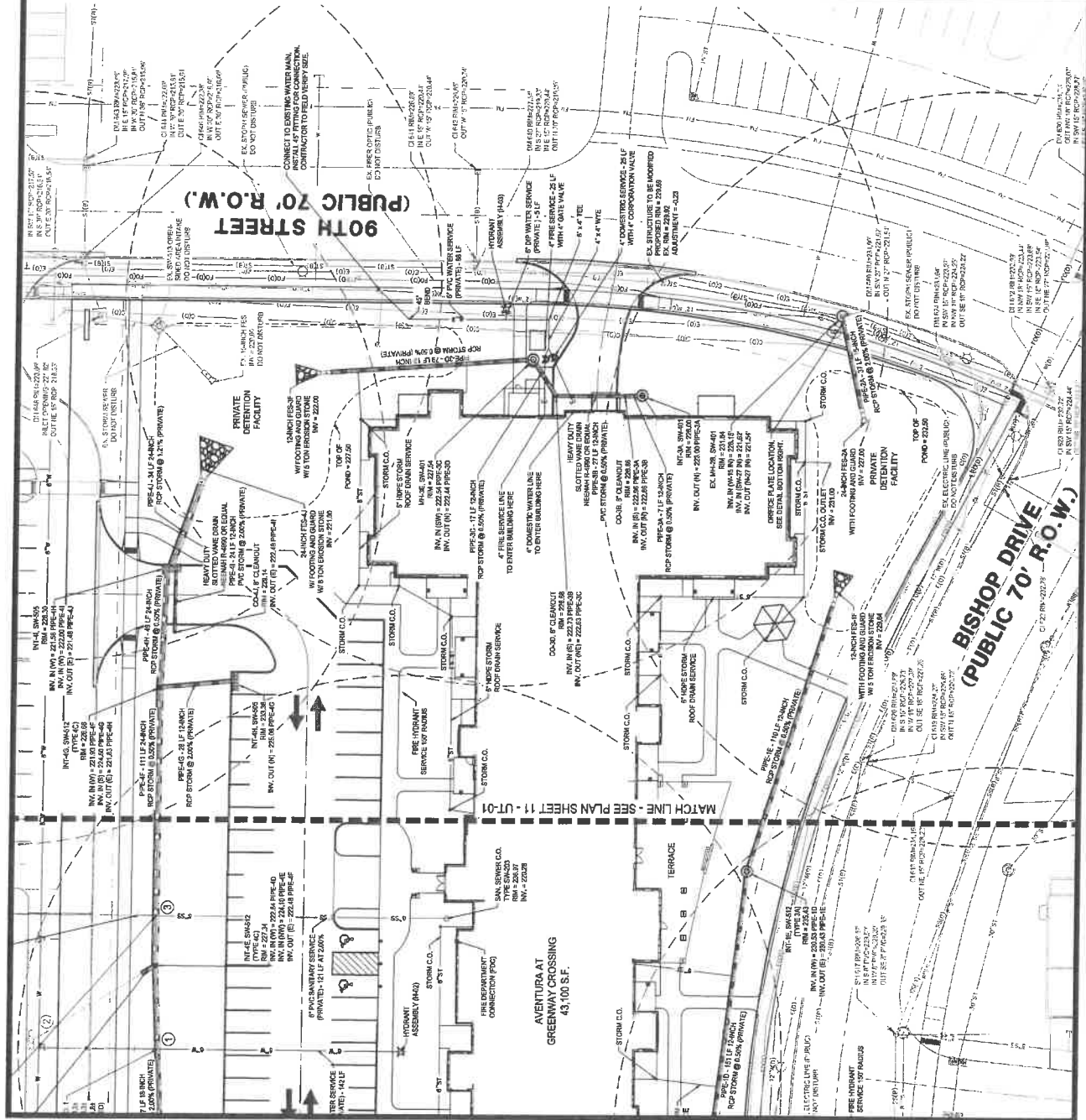
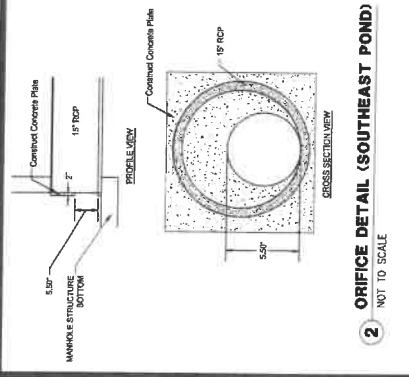
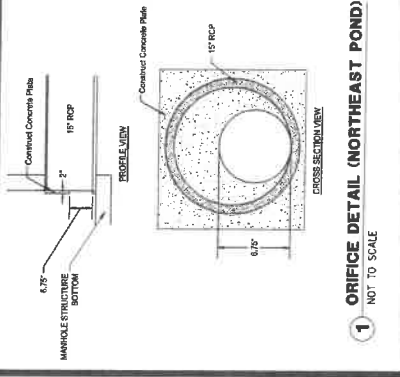


AVENTURA AT
GREENWAY CROSSING
CITY ID: 003676-2017
WEST DES MOINES, IOWA

ISSUED FOR PERMIT
JANUARY 17, 2018
APRIL 20, 2018
JUNE 14, 2018
JULY 2, 2018

DESIGNED BY
A. MAURER
CHECKED BY
C. SMITH
PROJECT NO.
UT-02

DATE
12 / 14





building strong communities.

1360 HWY 152, STE 400
 WILSONVILLE, OR 97150
 TEL: 503-638-3200
 FAX: 503-638-3270

NOTES:
 1. THIS PLAN IS THE PROPERTY OF MCCLURE ENGINEERING CO. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF MCCLURE ENGINEERING CO.
 2. THIS PLAN IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE USED FOR ANY OTHER PROJECT OR SITE WITHOUT THE WRITTEN PERMISSION OF MCCLURE ENGINEERING CO.
 3. THE USER OF THIS PLAN ACCEPTS ALL LIABILITY FOR ANY DAMAGE OR INJURY TO PERSONS OR PROPERTY THAT MAY BE CAUSED BY THE USE OF THIS PLAN.

PARKLAND DEDICATION



NORTH

GRAPHIC SCALE
 0 20 40

AVENTURA AT
 GREENWAY CROSSING
 CITY ID: 005676-2017

18011 NW 10TH AVE
 WILSONVILLE, OR 97150
 PREPARED BY
 DATE: 07/13/2018

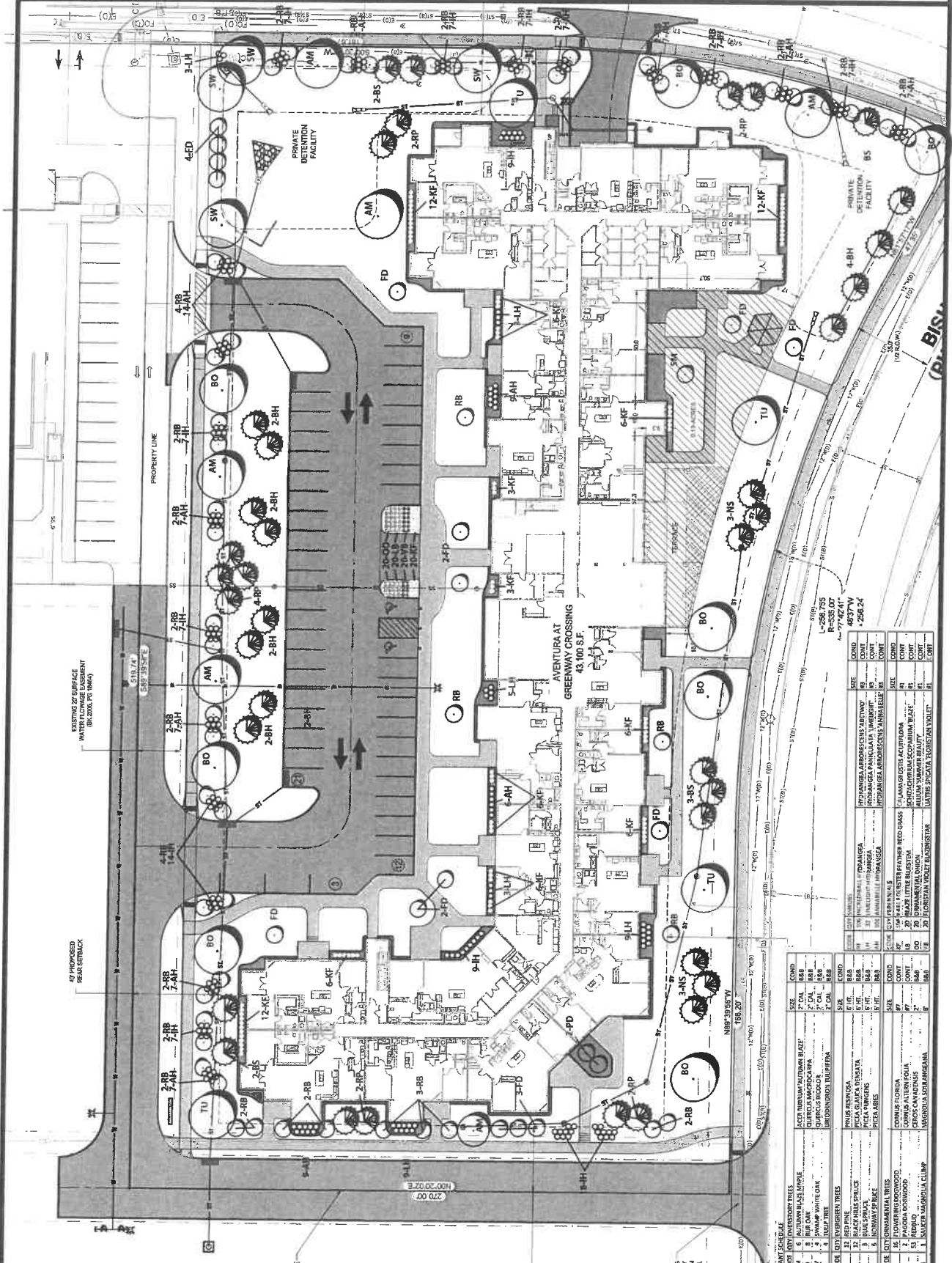
DESIGNED BY
 A. MAURER

CHECKED BY
 C. SMITH

DATE
 07/13/2018

PROJECT NO.
 LA-01

SHEET NO.
 13 / 014



EXISTING OF SURFACE
 WITH CONC. DRIVEWAY
 (SEE 2000 PC 1804)

AS PROPOSED
 RECONSTRUCT

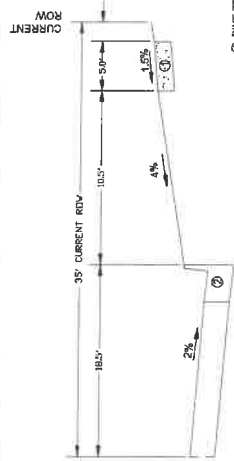
AVENTURA AT
 GREENWAY CROSSING
 43,100 S.F.

CODE	SIZE	COND	SIZE	COND
1	2" CAL.	BAR	2" CAL.	BAR
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3	4" CAL.	BAR	4" CAL.	BAR
4	6" CAL.	BAR	6" CAL.	BAR
5	8" CAL.	BAR	8" CAL.	BAR
6	10" CAL.	BAR	10" CAL.	BAR
7	12" CAL.	BAR	12" CAL.	BAR
8	14" CAL.	BAR	14" CAL.	BAR
9	16" CAL.	BAR	16" CAL.	BAR
10	18" CAL.	BAR	18" CAL.	BAR
11	20" CAL.	BAR	20" CAL.	BAR
12	24" CAL.	BAR	24" CAL.	BAR
13	30" CAL.	BAR	30" CAL.	BAR
14	36" CAL.	BAR	36" CAL.	BAR
15	42" CAL.	BAR	42" CAL.	BAR
16	48" CAL.	BAR	48" CAL.	BAR
17	54" CAL.	BAR	54" CAL.	BAR
18	60" CAL.	BAR	60" CAL.	BAR
19	72" CAL.	BAR	72" CAL.	BAR
20	84" CAL.	BAR	84" CAL.	BAR
21	96" CAL.	BAR	96" CAL.	BAR
22	108" CAL.	BAR	108" CAL.	BAR
23	120" CAL.	BAR	120" CAL.	BAR

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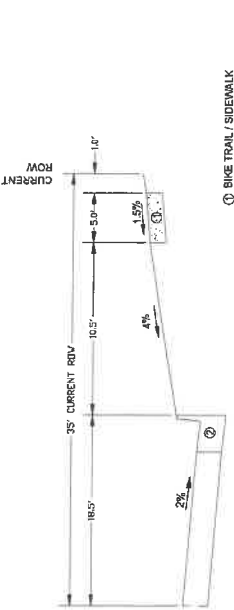
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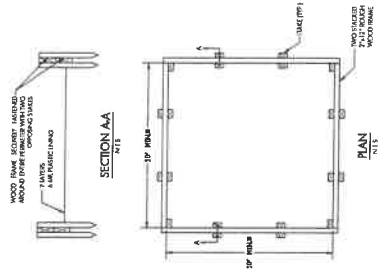
- ① BIKE TRAIL / SIDEWALK
- ② EXISTING BACK OF CURB LOCATION

BISHOP DRIVE TYPICAL ROW GRADING CROSS SECTION
NO SCALE



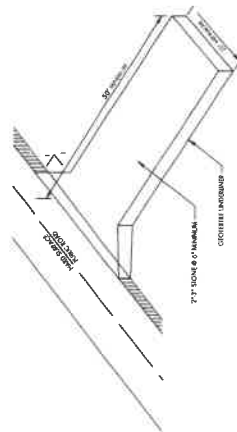
- ① BIKE TRAIL / SIDEWALK
- ② EXISTING BACK OF CURB LOCATION

90TH STREET TYPICAL ROW GRADING CROSS SECTION
NO SCALE

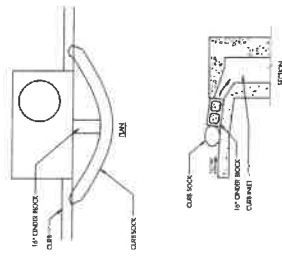


- NOTE:**
1. VERIFY THE INTERIOR DIMENSION.
 2. CONCRETE WASHOUT SHALL BE AT LEAST 50 FT FROM ANY EXISTING UTILITY.
 3. THE CONCRETE WASHOUT SHALL BE MAINTAINED WITHIN 20' OF THE TEMPORARY CONCRETE WASHOUT FACILITY.

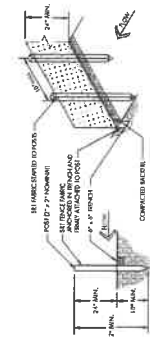
④ TEMPORARY CONCRETE WASHOUT
NOT TO SCALE



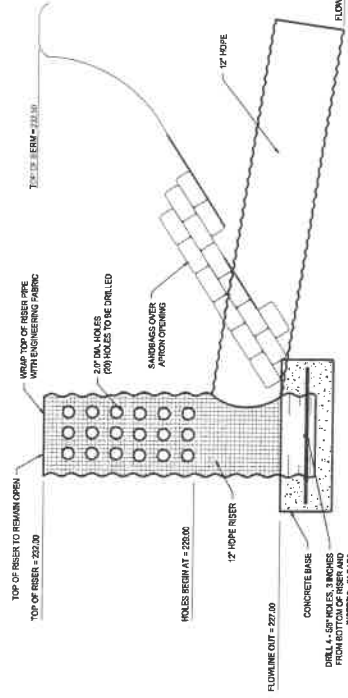
③ TEMPORARY CONSTRUCTION ENTRANCE
NOT TO SCALE



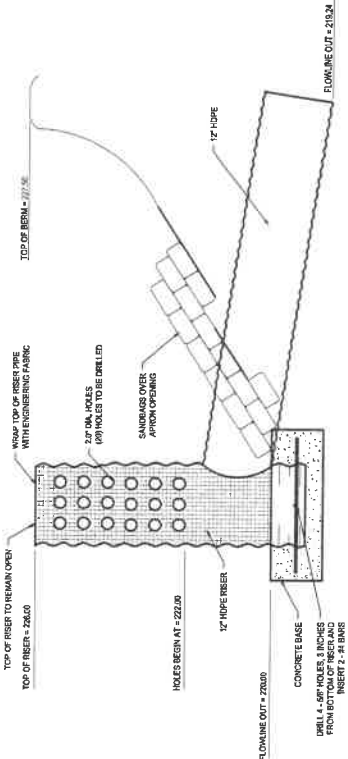
② CURB INTAKE PROTECTION
NOT TO SCALE



① SILT FENCE
NOT TO SCALE



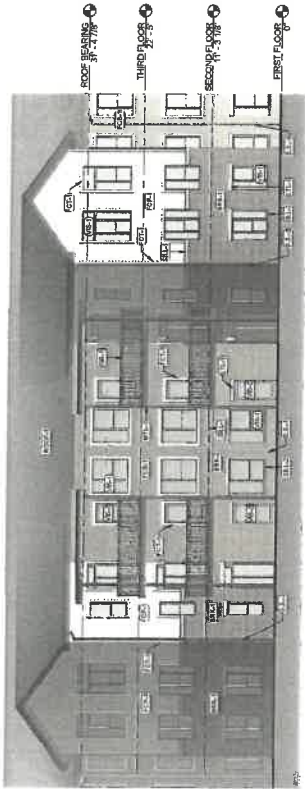
⑥ TEMPORARY RISER DETAIL - SOUTHEAST DETENTION
NOT TO SCALE



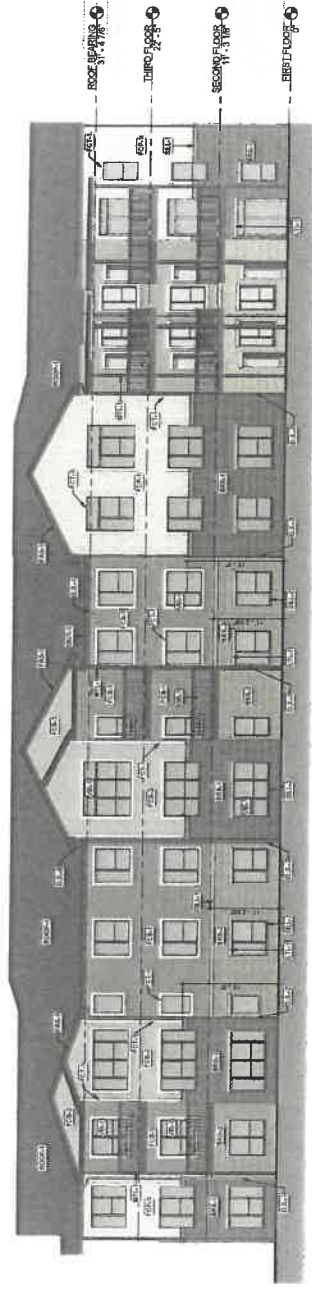
⑤ TEMPORARY RISER DETAIL - NORTHEAST DETENTION
NOT TO SCALE

EXTERIOR MATERIAL LEGEND	
1. BRICK	2. STUCCO
3. CONCRETE	4. METAL PANELS
5. GLASS	6. WOOD
7. ASPHALT	8. RUBBER
9. POLYURETHANE	10. POLYURETHANE
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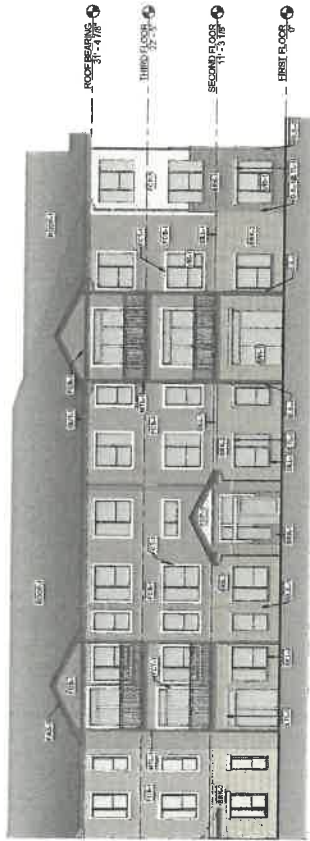
LOCAL NAME ROSES ARE AS FOLLOWS:
 VERTICAL LINE IS 6"
 HORIZONTAL LINE IS 6"
 DIAGONAL LINE IS 6"



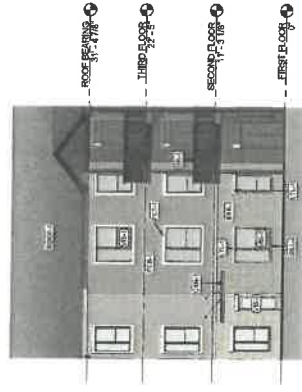
1 SOUTH WEST ELEVATION
 1/8" = 1'-0"



2 WEST WING - WEST ELEVATION
 1/8" = 1'-0"



3 WEST WING - EAST ELEVATION
 1/8" = 1'-0"



4 WEST WING - NORTHEAST CORNER ELEVATION
 1/8" = 1'-0"



AVENTURA AT GREENWAY CROSSING

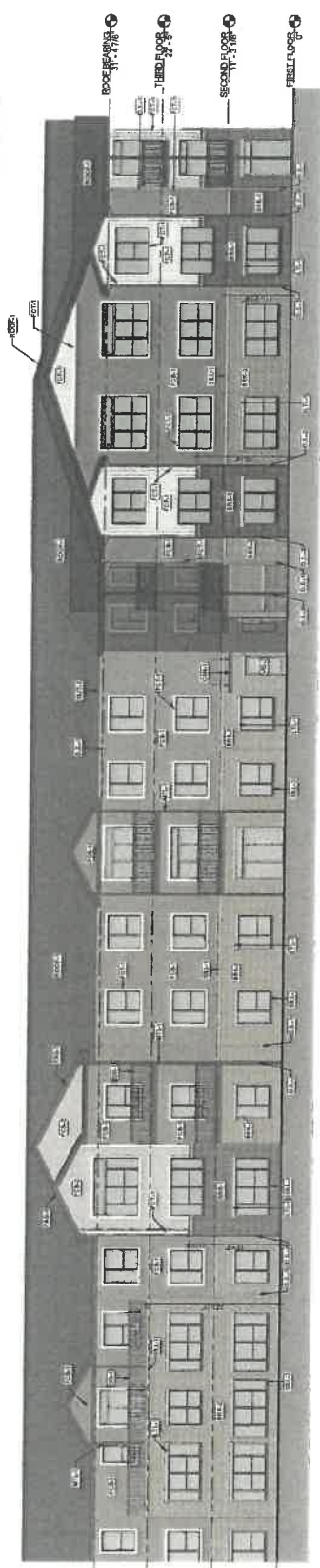
9065 BISHOP DRIVE
 WEST DES MOINES, IA
 50319

ARCHITECT: LUBBELL
 1000 EAST 10TH AVENUE
 DES MOINES, IA 50319
 515.281.1111
 WWW.LUBBELLDESIGN.COM

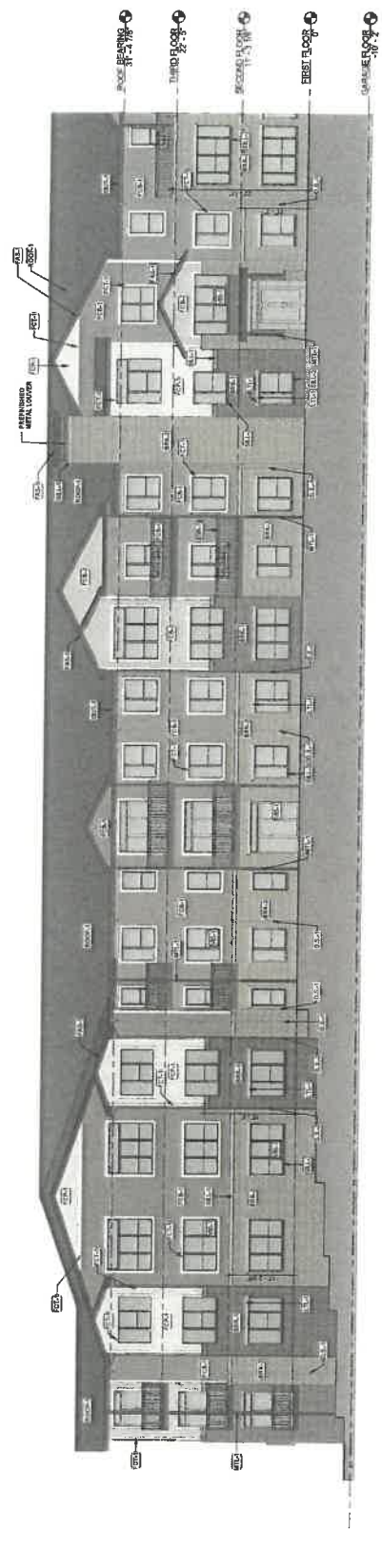
SIMONSON
 STRUCTURAL ENGINEERS ARCHITECTS LLC
 1000 EAST 10TH AVENUE
 DES MOINES, IA 50319
 515.281.1111
 WWW.SIMONSONDESIGN.COM

KATELINA MATERIAL LEGEND	
Material Name	Material Description
1	CONCRETE
2	BRICK
3	GLAZED ALUMINUM CLADDING
4	GLAZED ALUMINUM CLADDING
5	GLAZED ALUMINUM CLADDING
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99	GLAZED ALUMINUM CLADDING
100	GLAZED ALUMINUM CLADDING

FOR MORE INFORMATION, SEE THE FOLLOWING SHEETS:
 1. GENERAL NOTES
 2. MATERIAL LEGEND
 3. FOUNDATION



1 NORTH ELEVATION - WEST WING
 1/8" = 1'-0"



2 NORTH ELEVATION - EAST WING
 1/8" = 1'-0"

AVENTURA AT GREENWAY CROSSING

9065 BISHOP DRIVE
 WEST DES MOINES, IA
 50319

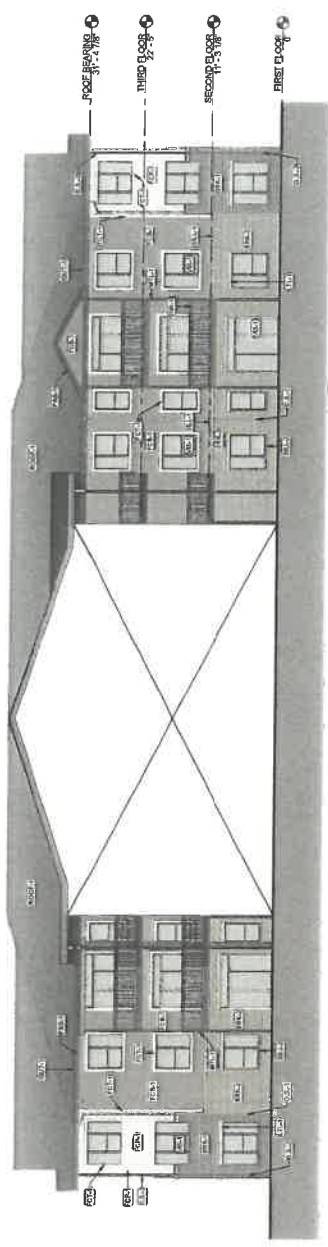


SIMONSON & ASSOCIATES ARCHITECTS, LLC
 127 WEST 10TH AVENUE, SUITE 100
 DES MOINES, IA 50319
 WWW.SIMONSONARCHITECTS.COM

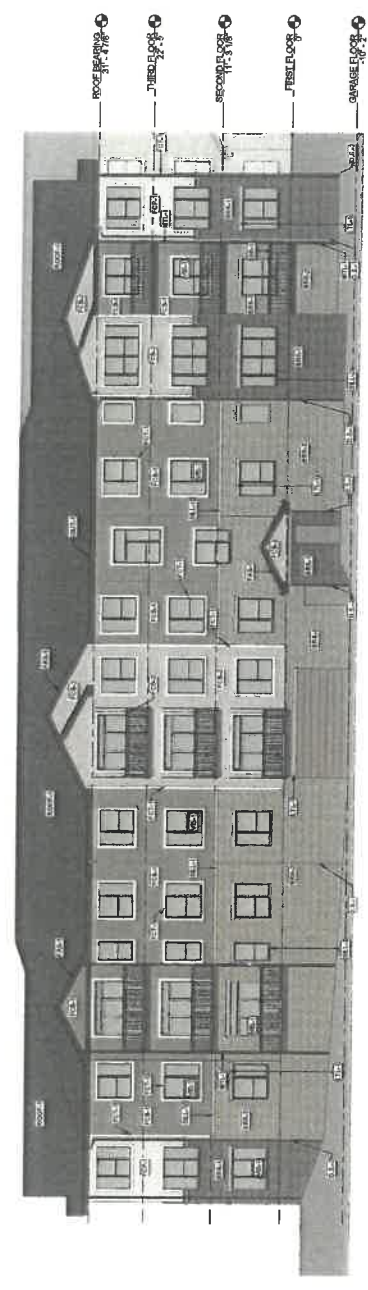
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EXTERIOR MATERIAL LEGEND	
Material	Description
1	CONCRETE
2	BRICK
3	CLAY TILE
4	GLAZED TERRAZZO
5	SMOOTH METAL PANEL
6	WOOD CLADDING
7	STAINLESS STEEL
8	ALUMINUM CLADDING
9	GLASS CURTAIN WALL
10	GLASS BALCONY
11	GLASS RAMP
12	GLASS STAIR
13	GLASS ELEVATOR
14	GLASS RAILING
15	GLASS BALUSTRADE
16	GLASS PARTITION
17	GLASS DOOR
18	GLASS WINDOW
19	GLASS SKYLIGHT
20	GLASS ROOF
21	GLASS BALCONY RAILING
22	GLASS STAIR RAILING
23	GLASS ELEVATOR RAILING
24	GLASS RAMP RAILING
25	GLASS BALUSTRADE RAILING
26	GLASS PARTITION RAILING
27	GLASS DOOR RAILING
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29	GLASS SKYLIGHT RAILING
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45	GLASS BALUSTRADE RAILING
46	GLASS PARTITION RAILING
47	GLASS DOOR RAILING
48	GLASS WINDOW RAILING
49	GLASS SKYLIGHT RAILING
50	GLASS ROOF RAILING

DO NOT SCALE DRAWINGS AS FOLLOWS:
 VERTICAL DIMENSIONS: 1/8" = 1'-0"
 HORIZONTAL DIMENSIONS: 1/8" = 1'-0"



2 EAST WING - WEST ELEVATION
 1/8" = 1'-0"



1 EAST WING - EAST ELEVATION
 1/8" = 1'-0"

AVENTURA AT GREENWAY CROSSING

9065 BISHOP DRIVE
 WEST DES MOINES, IA
 50319



simonson

SIMONSON & ASSOCIATES ARCHITECTS LLC
 237 Independent Avenue, Suite 107, Des Moines, IA 50319
 515.281.4415 www.simonson.com

DESIGNED BY SIMONSON & ASSOCIATES ARCHITECTS LLC
 237 Independent Avenue, Suite 107, Des Moines, IA 50319
 515.281.4415 www.simonson.com

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

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, APPROVING THE SITE PLAN (SP-003748-2018) TO CONSTRUCT A 62-UNIT SENIOR APARTMENT BUILDING AT 9065 BISHOP DRIVE

WHEREAS, pursuant to the provisions of Title 9, Zoning, Chapter 1 et seq, of the West Des Moines Municipal Code, Hubbell Realty Company, with permission from Hubbell Metropolitan Development Fund I LLC (Series B) requests site plan approval to construct a 62-unit senior apartment building on property locally known as 9065 Bishop Drive;

Legal Description of Property

Lots 10 and 11 Greenway Crossing Plat 1, an official plat now in and forming a part of the City of West Des Moines, Dallas County, Iowa.

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

WHEREAS, on July 16, 2018, the Plan and Zoning Commission recommend to the City Council approval of the Site Plan; and

WHEREAS, on July 23, 2018, this City Council held a duly-noticed meeting to consider the application for a Site Plan;

WHEREAS, the City Council assigns the address of 9065 Bishop Drive to this site;

WHEREAS, the City Council approves and accepts a Storm Water Facility Maintenance Easement Agreement for storm water detention on the site;

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 the site plan, or as amended orally at the City Council meeting on this date, are adopted.

SECTION 2. The Site Plan (SP-003748-2018) to construct a 62-unit senior apartment building 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 July 23, 2018

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson
City Clerk

EXHIBIT "A"
CONDITIONS OF APPROVAL

1. That the ordinance amending the Greenway Crossing Planned Unit Development is adopted, prior to obtaining a building permit.
2. The Parkland Dedication Agreement is executed prior to obtaining any building permit.
3. That when the mechanical units and utility meters are installed, whether on the ground, building or on the roof, that opaque screening will be added to satisfy screening requirements of the city code.
4. That the access road is constructed west and south to a public street, according to the agreement with Hubbell Realty Company dated February 18, 2018, and recorded in the Dallas County Recorder's Office at Book 2018 Page 2467, prior to any occupancy permit, including temporary occupancy.

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

Date: July 23, 2018

ITEM: Wolfe Clinic Surgery Center, 6100 Westown Parkway – Approval of Major Modification to a Site Plan to allow full construction of a surgery center building with site modifications – Wolfe Eye Clinic – MaM-003821-2018

RESOLUTION: Approval of Major Modification Site Plan, Approval and Acceptance of Easements

FINANCIAL IMPACT: Undetermined.

BACKGROUND: The applicant, Wolfe Eye Clinic, represented by Jim Host, Confluence, requests the approval of a major modification to a site plan which illustrates all site details including architecture and landscaping to construct a surgery center building with associated site modifications on the existing Wolfe Eye Clinic site at 6200 Westown Parkway. This modification will include construction of a new 24,000 square foot surgery center building to the east of the main clinic on the Wolfe Eye Clinic site. This major modification will also include a parking lot connection to 6000 Westown Parkway to the east. A phased site plan was approved by the City Council on May 29, 2018, for footing and foundations only as there were still outstanding comments on the site plan and architecture for the building that were being resolved.

Plan and Zoning Commission Action:

Vote: 4-0 approval, with Commissioners Andersen, Drake, and Southworth absent.

Date: July 16, 2018

Motion: Adopt a resolution recommending the City Council approve the Major Modification Site Plan

OUTSTANDING ISSUES: There are no outstanding issues and the applicant is in agreement with the conditions of approval. Staff would note the following:

- Legal Documents: As part of this approval, the City Council is approving and accepting the following Easements:
 - Access Easement Agreement for temporary construction access
 - Cross Access Easement

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: *April 16, 2018*
- Staff Review and Comments
 - *Phased Major Modification to a Site Plan*
 - *Retaining Wall*
- 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 approve the Major Modification to a site plan to construct a surgery center building and related site improvements, subject to the applicant meeting all City Code requirements and the following conditions of approval:

1. City Council granting a waiver from City Code (Section 9-14-11 B1d) stating no single wall face shall be greater than six feet (6') in height without terraces to break up the wall expanse.
2. The applicant acknowledging and agreeing to ensure consistency in the pattern of the concrete forms and fasteners utilized for the concrete retaining walls.

Lead Staff Member: Mackenzie Locey 

Staff Reviews:

Department Director	
Appropriations/Finance	
Legal	JBW
Agenda Acceptance	KTY

PUBLICATION(S) (if applicable)

Published In	not required
Date(s) Published	N/A
Letter sent to surrounding property owners	N/A

SUBCOMMITTEE REVIEW (if applicable)

Committee	Development & Planning		
Date Reviewed	April 16, 2018		
Recommendation	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Split <input type="checkbox"/>

ATTACHMENTS:

- Exhibit I - Plan and Zoning Commission Communication
 - Attachment A - Commission Resolution
 - Exhibit A - Conditions of Approval
 - Attachment B - Location Map
 - Attachment C - Site Plan Drawings
 - Exhibit A - Architecture Elevations
- Exhibit II - City Council Resolution
 - Exhibit A - Conditions of Approval

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

Meeting Date: July 16, 2018

Item: Wolfe Clinic Surgery Center, 6100 Westown Parkway – Approval of Major Modification to a Site Plan to allow full construction of a surgery center building with site modifications – Wolfe Eye Clinic – MaM-003821-2018

Requested Action: Approval of Major Modification to a Site Plan

Case Advisor: Mackenzie Locey

Applicant's Request: The applicant, Wolfe Eye Clinic, represented by Jim Host, Confluence, requests the approval of a major modification to a site plan which illustrates all site details including architecture and landscaping to construct a surgery center building with associated site modifications on the existing Wolfe Eye Clinic site at 6200 Westown Parkway. This modification will include construction of a new 24,000 square foot surgery center building to the east of the main clinic on the Wolfe Eye Clinic site. This major modification will also include a parking lot connection to 6000 Westown Parkway to the east.

History: The subject property was annexed into the City as a part of the 1988 W 60th & University Ave Annexation. The property was platted into the West Lakes Office Park Plat 1 in 1989. The property was rezoned in 1998 and made a part of the West Lakes PUD. The site plan was approved in 2003 to construct the existing Wolfe Eye Clinic building on the property. In 2010 a minor modification was approved to add an additional 51 parking stalls with landscaping. A phased site plan was approved by the City Council on May 29, 2018, for footing and foundations only as there were still outstanding comments on the site plan and architecture for the building that were being resolved.

City Council Subcommittee: This project was presented to the Development and Planning City Council Subcommittee on April 16, 2018 as an upcoming project. The Subcommittee members indicated support of the project.

Staff Review and Comment: This request was distributed to other City departments and other agencies for their review and comment. There are no outstanding issues, however, staff would highlight the following:

- **Phased Major Modification to a Site Plan:** A phased site plan for this project went to the Plan and Zoning Commission on May 21, 2018, and was approved by the City Council on May 29, 2018, for footing and foundations as there were still outstanding comments on the site plan and architecture for the building. Staff believes that these comments have been addressed at this time and is recommending the full site plan for final approval.
- **Retaining Wall:** The applicant is planning to install a retaining wall in the southeast corner of the site, adjacent to the loading dock. City Code states that no single wall face shall be greater than six feet (6') in height without terraces to break up the wall expanse. The proposed retaining wall does have portions over six feet in height at the loading dock area, however the area will have semi-trailers backing in on a regular basis and in an area with limited visibility thus terracing would encroach into the loading dock area reducing the width. The terraces would only be seen from the loading dock and would not be visible to adjoining properties or from public roadways. A condition of approval is recommended as part of this action that the City Council grant a waiver from the requirement to implement terraces.

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.

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, 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 Recommendation And Conditions Of Approval: Based upon the preceding review and a finding of consistency with the goals and policies of the Comprehensive Plan, staff recommends the Plan and Zoning Commission adopt a resolution recommending the City Council approve the Major Modification to a Site Plan to allow full construction and site improvements for Wolfe Eye Surgery Center, subject to the applicant meeting all City Code requirements and the following:

1. City Council granting a waiver from City Code (Section 9-14-11 B1d) stating no single wall face shall be greater than six feet (6') in height without terraces to break up the wall expanse.
2. The applicant acknowledging and agreeing to ensure consistency in the pattern of the concrete forms and fasteners utilized for the concrete retaining walls.

Property Owner/Applicant: Wolfe Eye Clinic
 309 E. Church Street
 Marshalltown, Iowa 50158
 Attn: Randy Eckard, COO
reckard@wolfeclinic.com

Applicant's Representative: Confluence
 525 17th Street
 Des Moines, Iowa 50309
 Attn: Jim Host
jhost@thinkconfluence.com

Attachments:

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

RESOLUTION NO. PZC-18-048

A RESOLUTION OF THE PLAN AND ZONING COMMISSION OF THE CITY OF WEST DES MOINES, RECOMMENDING TO THE CITY COUNCIL THAT IT APPROVE A MAJOR MODIFICATION TO A SITE PLAN REPRESENTING FINAL SITE DEVELOPMENT DETAILS (MaM-003821-2018) TO CONSTRUCT A SURGERY CENTER BUILDING AND RELATED SITE IMPROVEMENTS AT 6100 WESTOWN PARKWAY

WHEREAS, pursuant to the provisions of Title 9, Chapter 1 et seq, of the West Des Moines Municipal Code, the applicant, Wolfe Eye Clinic, has requested approval of a Major Modification to a Site Plan to allow full site development (MaM-003821-2018) for that property located at 6100 Westown Parkway to construct an approximately 24,000 square foot surgery center building with site modifications;

Legal Description

West Lakes Office Park, Plat 1, Lot 10, an official plat now in and forming a part of the City of West Des Moines, Dallas County, Iowa

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

WHEREAS, on July 16, 2018, this Commission held a duly-noticed public meeting to consider the application for a Major Modification to a Site Plan (MaM-003821-2018);

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 noted above, or as amended orally at the meeting on this date, are adopted.

SECTION 2. The Major Modification to a Site Plan (MaM-003821-2018) representing final site development details to construct a surgery center building and associated site modifications is recommended to the City Council for approval, subject to compliance with all the conditions in the staff report dated July 16, 2018, 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 July 16, 2018.

Craig Erickson, Chair
Plan and Zoning Commission

ATTEST:

Jennifer 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 July 16, 2018, by the following vote:

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

ATTEST:

Jennifer Canaday
Recording Secretary

**Exhibit A
CONDITIONS OF APPROVAL**

1. City Council granting a waiver from City Code (Section 9-14-11 B1d) stating no single wall face shall be greater than six feet (6') in height without terraces to break up the wall expanse.
2. The applicant acknowledging and agreeing to ensure consistency in the pattern of the concrete forms and fasteners utilized for the concrete retaining walls.



Wolfe Clinic Surgery Center - Location Map



Legend

- Addresses
- Corporate Limits
- Parcels



1: 4,800



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

WGS_1984_Web_Mercator_Auxiliary_Sphere
© City of West Des Moines, Iowa

CONFLUENCE

DRAWING INDEX

SHEET NUMBER	SHEET TITLE
L000	COVER SHEET
C100	SITE UTILITY PLAN
C200	STORMWATER POLLUTION PREVENTION PLAN
L100	SITE PREPARATION PLAN
L200	SITE LAYOUT PLAN
L300	SITE GRADING PLAN
L400	SITE PLANTING PLAN
L500	SITE DETAILS
L601	SITE DETAILS
L502	PLANTING DETAILS

WOLFE SURGERY CENTER

6100 WESTOWN PARKWAY

WEST DES MOINES, IOWA

CONFLUENCE PROJECT NO: 17238

SYMBOLS AND ABBREVIATIONS

---	PROPERTY LINE
W	WATER MAIN
SS	SANITARY SEWER
ST	STORM SEWER
OE	OVERHEAD ELECTRIC
UE	UNDERGROUND ELECTRIC
CL	CENTERLINE
FO	FIBER OPTIC LINE
G	GAS LINE
---	EASEMENT LINE
X	SILT FENCE
○	PROPOSED INDEX CONTOUR
○	PROPOSED CONTOUR
○	EXISTING INDEX CONTOUR
○	EXISTING CONTOUR
---	HORIZONTAL CURVE
C#	CLR. CLEARANCE
DIA.	DIAMETER
EJ	EXPANSION JOINT
FES	FLARED END SECTION
FFE	FINISHED FLOOR ELEVATION
FL	FLOW LINE
HP	HIGH POINT
LP	LOW POINT
MFR.	MANUFACTURER
N.I.C.	NOT IN CONTRACT
PVC	P.V.C. PIPE
R	RADIUS
RCP	REINFORCED CONCRETE PIPE
RIM	RIM ELEVATION
⊕	FIRE HYDRANT
⊕	WATER VALVE
⊕	TEE CONNECTION
⊕	LIGHT POLE, SINGLE FIXTURE
⊕	LIGHT POLE, DOUBLE FIXTURE
⊕	SPOT ELEVATION
⊕	HORIZONTAL CONTROL POINTS
⊕	KEY NOTE
⊕	SURFACE DRAINAGE
⊕	STORM MANHOLE
⊕	SANITARY MANHOLE
⊕	CLEANOUT
⊕	STORM SEWER CURB INTAKE
⊕	STORM SEWER AREA INTAKE
⊕	HANDICAP PARKING STALL



OWNER / APPLICANT

WOLFE EYE CLINIC
309 E. CHURCH STREET
MARSHALTOWN, IOWA 50158
(841) 754-6200
E-MAIL: reckard@wolfeclinic.com

CONTACT: RANDY ECKARD

ZONING AND LAND USE

EXISTING ZONING: LAKEVIEW PUD
PROPOSED ZONING: LAKEVIEW PUD
EXISTING LAND USE: VACANT
PROPOSED LAND USE: MEDICAL OFFICE

SITE SUMMARY

TOTAL SITE AREA: 365,904 SF (8.40 ACRES)
EXISTING BUILDING FOOTPRINT: 19,000 SF
FUTURE BUILDING FOOTPRINT: 23,914 SF
CLIENT REQUIRED PARKING STALLS: 394
42,000 SF @ 7 / 1,000 = 294
19,914 SF @ 5 / 1,000 = 100
PARKING STALLS PROVIDED: 399
CITY REQUIRED PARKING STALLS: 310
61,914 SF @ 5 / 1,000 = 310
ACCESSIBLE STALLS REQUIRED: 13
ACCESSIBLE STALLS PROVIDED: 21
OPEN SPACE REQUIRED: 35% OF SITE = 128,066 SF
OPEN SPACE PROVIDED: 142,284 SF

PLANTING REQUIREMENTS:

TOTAL SITE AREA: 365,904 SF (8.40 ACRES)
35% OPEN SPACE REQUIRED: 128,066 SF
TREES REQUIRED: 88 (2 TREES / 3,000 SF OPEN SPACE)
TREES PROVIDED: 119
EXIST. OVERSTORY = 43
EXIST. UNDERSTORY = 29
EXIST. EVERGREEN = 2
NEW OVERSTORY = 11
NEW UNDERSTORY = 6
NEW EVERGREEN = 28
30 EVERGREEN / 88 REQUIRED TREES = 35%

PARKING ISLANDS REQUIRED: 14
PARKING ISLANDS PROVIDED: 14
PARKING PODS REQUIRED: 7
PARKING PODS PROVIDED: 11
PARKING TREES REQUIRED: 35 (2 / ISLAND, 1 / POD)
PARKING TREES PROVIDED: 35
EXIST. OVERSTORY = 7
NEW OVERSTORY = 28

SHRUBS REQUIRED: 128 (3 SHRUBS / 3,000 SF OPEN SPACE)
SHRUBS PROVIDED: 478 (297 EXISTING, 211 PROPOSED)

IMPERVIOUS SURFACE CALCULATION

EXISTING IMPERVIOUS	166,873 S.F. (46.38% OF TOTAL SITE)
PROPOSED IMPERVIOUS	100,772 S.F. (28.01% OF TOTAL SITE)
TOTAL IMPERVIOUS	267,645 S.F. (74.39% OF TOTAL SITE)

CITY COORDINATION NOTES

ALL CONSTRUCTION WITHIN PUBLIC R.O.W./EASEMENTS, AND/OR ANY CONNECTION TO PUBLIC SEWERS AND STREETS, SHALL COMPLY WITH THE WEST DES MOINES STANDARD CONSTRUCTION SPECIFICATIONS FOR SUBDIVISIONS, DES MOINES METRO DESIGN STANDARDS AND WEST DES MOINES ADDENDUMS.

AT LEAST ONE WEEK PRIOR TO ANY CONSTRUCTION WITHIN PUBLIC R.O.W./EASEMENTS AND/OR ANY CONNECTION TO PUBLIC SEWERS AND STREETS, THE CONTRACTOR SHALL CONTACT THE WEST DES MOINES ENGINEERING SERVICES AT 222-3476 TO SCHEDULE ANY REQUIRED INSPECTIONS. IT IS IMPORTANT TO NOTE CITY APPROVAL OF THIS PLAN IS SUBJECT TO THE APPLICANT OBTAINING ALL NECESSARY EASEMENTS/AGREEMENTS AND APPLICABLE PERMITS.

LEGAL DESCRIPTION

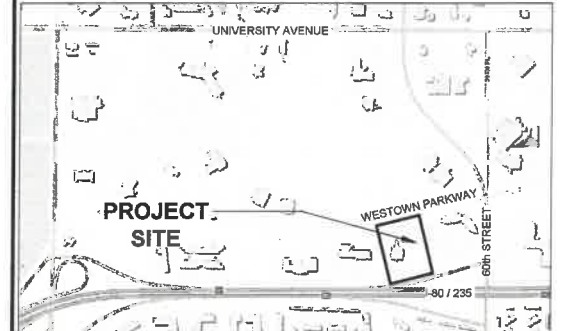
WEST LAKES OFFICE PARK, PLAT 1, LOT 10

BENCHMARK INFORMATION

BURY BOLT ON HYDRANT AT NORTH SIDE OF WESTOWN PARKWAY, NORTH OF WEST PROPERTY LINE OF LOT 10, WEST LAKES OFFICE PARK PLAT 1. ELEVATION 184.38

AND
INTERSECTION OF 74TH STREET AND THE NORTH RAMP OF I-80, NORTHEAST CORNER OF INTERSECTION, 9.5 FEET WEST OF THE SOUTHEAST RIGHT-OF-WAY FENCE CORNER, 125 FEET EAST OF CENTERLINE OF 74TH STREET. STANDARD BENCHMARK ELEVATION 205.75

PROJECT LOCATION MAP



NORTH
NOT TO SCALE

ISSUED FOR
SITE PLAN
REVIEW
NOT FOR
CONSTRUCTION

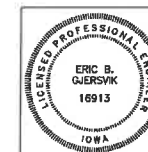


PHASE 1
SIGNATURE SET

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CIVIL ENGINEER

BISHOP ENGINEERING
3501 104th STREET
URBANDALE, IA 50322
PHONE: 515.276.0467
CONTACT: ERIC GJERSVIK



I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.
ERIC B. GJERSVIK, P.E. IOWA REG. 16913 DATE _____
My license renewal date is December 31, 2019
Pages or sheets covered by this seal: C100, C200

LANDSCAPE ARCHITECT

CONFLUENCE
525 17TH STREET
DES MOINES, IOWA 50309
PHONE: 515.288.4875
CONTACT: JIM HOST



I HEREBY CERTIFY THAT THE PORTION OF THIS DOCUMENT DESCRIBED BELOW WAS PREPARED BY ME OR UNDER MY PERSONAL SUPERVISION, AND THAT I AM A DULY LICENSED LANDSCAPE ARCHITECT UNDER THE LAWS OF THE STATE OF IOWA.

CHRIS DELLA VEDOVA IOWA REGISTRATION #335 DATE _____
MY REGISTRATION DATE IS JUNE 30, 2019
SHEETS COVERED BY THIS SEAL: L100 - L502

WOLFE SURGERY CENTER
 WEST DES MOINES, IOWA

- GENERAL CIVIL NOTES:**
- ALL WORK SHALL BE DONE IN ACCORDANCE WITH WEST DES MOINES STANDARD CONSTRUCTION SPECIFICATIONS FOR SUBDIVISIONS, DES MOINES METRO DESIGN STANDARDS, WEST DES MOINES ADDENDUMS AND ANY AND ALL CITY/COUNTY SUPPLEMENTAL SPECIFICATIONS. WEST DES MOINES WATER WORKS MUST BE NOTIFIED BY ALL CONTRACTORS 48 HOURS PRIOR TO COMMENCING WORK. THE DETAILED PLANS SHALL GOVERN.
 - IN EVENT OF A DISCREPANCY BETWEEN THE QUANTITY ESTIMATES AND THE DETAILED PLANS, THE DETAILED PLANS SHALL GOVERN.
 - THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL UTILITIES. ANY DAMAGE TO SAID UTILITIES SHALL BE REPAIRED AT THE CONTRACTORS EXPENSE.
 - ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CURRENT O.S.H.A. CODES AND STANDARDS. NOTHING INDICATED ON THESE PLANS SHALL RELIEVE THE CONTRACTOR FROM COMPLYING WITH THE APPROPRIATE SAFETY REGULATIONS.
 - ALL NECESSARY CONSTRUCTION SIGNS, BARRICADES AND OTHER TRAFFIC CONTROL DEVICES REQUIRED DURING CONSTRUCTION WILL BE FURNISHED BY THE CONTRACTOR. SIGNS, BARRICADES AND OTHER TRAFFIC CONTROL DEVICES MUST BE IN CONFORMANCE WITH THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS."
 - BISHOP ENGINEERING SHALL NOT BE LIABLE FOR ANY INJURIES THAT HAPPEN ON SITE. THIS SHALL INCLUDE BUT NOT BE LIMITED TO TRENCH COLLAPSES FROM VARYING SOIL CONDITIONS OR INJURIES CAUSED BY UNDERGROUND UTILITIES INCLUDING UTILITIES THAT ARE NOT SHOWN ON PLAN.
 - THE CONTRACTOR IS LIABLE FOR ALL DAMAGES TO PUBLIC OR PRIVATE PROPERTY CAUSED BY THEIR ACTION OR INACTION IN PROVIDING FOR STORM WATER FLOW DURING CONSTRUCTION. DO NOT RESTRICT FLOWS IN EXISTING DRAINAGE CHANNELS, STORM SEWER, OR FACILITIES.
 - THE CONTRACTOR SHALL SUBMIT TO THE ENGINEER A SCHEDULE FOR PERFORMANCE OF WORK ITEMS. THIS SCHEDULE SHALL BE PROVIDED BY THE CONTRACTOR AT THE PROJECT PRECONSTRUCTION CONFERENCE. NO WORK SHALL BEGIN UNTIL A SCHEDULE HAS BEEN SUBMITTED AND ACCEPTED. THE CONTRACTOR SHALL THEN PERFORM WORK TO CONFORM TO THE ACCEPTED SCHEDULE.
 - LABORATORY TESTS SHALL BE PERFORMED BY THE OWNER UNLESS OTHERWISE NOTED. THE CONTRACTOR SHALL PROVIDE SAMPLES OF MATERIAL REQUIRED FOR LABORATORY TESTS AND TESTING IN ACCORDANCE WITH THE URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS. SOIL IMPORT OR EXPORT ON THIS PROJECT SHALL BE CONSIDERED INCIDENTAL AND WILL NOT BE MEASURED OR PAID FOR SEPARATELY.
 - THE CONTRACTOR SHALL PROTECT ALL STRUCTURES NOT SHOWN AS REMOVALS ON THE PLANS.
 - THE CONTRACTOR SHALL OBTAIN ANY AND ALL NECESSARY PERMITS PRIOR TO ANY CONSTRUCTION. CONTRACTOR SHALL WORK WITH OWNER OR OWNERS REPRESENTATIVE ON ALL REQUIRED STORM WATER DISCHARGE PERMITS FROM THE IOWA DEPARTMENT OF NATURAL RESOURCES AND WEST DES MOINES WATER WORKS. GRADING AND EROSION CONTROL SHALL BE DONE IN ACCORDANCE WITH THE APPROVED GRADING PLAN, SWPPP, NPDES DOCUMENTS, AND IOWA DEPARTMENT OF NATURAL RESOURCES REQUIREMENTS.
 - THE CONTRACTOR SHALL PICK UP ANY DEBRIS SPILLED ONTO THE ADJACENT RIGHT OF WAY OR ABUTTING PROPERTIES AS THE RESULT OF CONSTRUCTION, AT THE END OF EACH WORK DAY.
 - THE CONTRACTOR IS RESPONSIBLE FOR THE PROMPT REMOVAL OF ALL MUD THAT HAS BEEN TRACKED OR WASHED UNTO ADJACENT PROPERTY OR RIGHT OF WAY UNTIL SUCH TIME THAT PERMANENT VEGETATION HAS BEEN ESTABLISHED.
 - DISPOSE OF ALL EXCESS MATERIALS AND TRASH IN ACCORDANCE WITH FEDERAL, STATE, AND LOCAL REQUIREMENTS. PROVIDE WASTE AREAS OR DISPOSAL SITES FOR EXCESS MATERIALS NOT DESIRABLE FOR INCORPORATION INTO THE PROJECT.

- UTILITY NOTES:**
- QUANTITY CALLOUTS ON PIPE LENGTHS ARE APPROXIMATE AND SHOULD BE USED FOR REFERENCE ONLY.
 - THE CONTRACTOR SHALL PROVIDE AS-BUILTS OF ALL UTILITIES, INCLUDING DEPTH AND LOCATION OF ALL SERVICES.
 - THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION AND ALL COSTS ASSOCIATED WITH AS-BUILT TOPO OF DETENTION POND & DETENTION POND STORM SEWER. CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING BISHOP ENGINEERING (DAVID BEITZ AT 515-276-0487) TO PERFORM SAID AS-BUILT SURVEY. IF DETENTION PONDS HAVE BEEN GRADED INCORRECTLY, CONTRACTOR SHALL BE RESPONSIBLE FOR ALL SUBSEQUENT AS-BUILT TOPO SURVEYS UNTIL ISSUES HAVE BEEN RECTIFIED.
 - THE CONTRACTOR SHALL COORDINATE THE ADJUSTMENT OF ANY AND ALL EXISTING AND PROPOSED UTILITIES TO PROPOSED GRADES. EXISTING UTILITIES SHALL BE RAISED OR LOWERED IN ACCORDANCE WITH THE UTILITY OWNER REQUIREMENTS. ANY NECESSARY ADJUSTMENTS SHALL BE CONSIDERED INCIDENTAL TO CONSTRUCTION.
 - ACTIVE EXISTING FIELD TILES ENCOUNTERED DURING CONSTRUCTION SHALL BE REPAIRED, REROUTED, OR CONNECTED TO PUBLIC OR PRIVATE STORM SEWER TO REMAIN IN SERVICE.
 - ALL PROPOSED STORM SEWER PIPE JOINTS SHALL BE FABRIC WRAPPED AND THE LAST 3 PIPE SECTIONS ON THE APRON SHALL BE TIED WITH RF-14 TYPE II CONNECTORS. ALL APRONS SHALL HAVE A STANDARD FOOTING AND TRASH GUARD.
 - ALL RIP RAP CALLED OUT ON PLANS SHALL BE UNDERLAIN WITH ENGINEERING FABRIC.
 - SANITARY SEWER SERVICES SHALL MAINTAIN 18" OF VERTICAL SEPARATION FROM THE WATERMAIN WITH 18" OF COMPACTED LOW PERMEABILITY SOIL BETWEEN THE UTILITIES WITHIN 10' OF THE CROSSING.
 - MANDREL AND PRESSURE TESTS SHALL BE REQUIRED FOR ALL PROPOSED SANITARY LINES. TELEVISIONS OF THE SANITARY SEWER SYSTEM SHALL BE COMPLETED PRIOR TO PAVING UNLESS OTHERWISE APPROVED BY JURISDICTION.
 - WATERMANS SHALL BE C-900. SIZE OF WATERMAIN AS SHOWN ON PLANS.
 - THRUST BLOCKS SHALL BE INSTALLED AS REQUIRED AND SHALL BE CONSIDERED INCIDENTAL TO WATERMAIN CONSTRUCTION.
 - PROPOSED WATERMAIN SHALL BE PRESSURE TESTED, BACTERIA TESTED AND CHLORINATED. THE FILLING OF THE WATER MAIN SHALL BE DONE BY WEST DES MOINES WATER WORKS.
 - TRACER WIRE SHALL BE ADDED TO ALL WATER MAIN, AND BROUGHT TO THE SURFACE AT EVERY HYDRANT. CONTINUE TRACER WIRE AT ALL MAINLINE VALVES.
 - ALL HYDRANTS WILL IMMEDIATELY BE COVERED WITH A BLACK PLASTIC BAG (OR EQUIVALENT) ONCE THE HYDRANT IS INSTALLED. WEST DES MOINES WATERWORKS WILL NOTIFY THE CONTRACTOR WHEN THE BAGS CAN BE REMOVED.
 - THE MINIMUM HYDRANT LEAD SHALL BE 3.5 FEET.
 - ALL WATER LINES SHALL HAVE A MINIMUM OF 5.5' OF COVER UNLESS NOTED OTHERWISE.
 - THE CONTRACTOR SHALL COORDINATE ANY REQUIRED SHUT-OFF OF WATER SYSTEM WITH THE OWNER.

- WEST DES MOINES WATER WORKS STANDARD NOTES:**
- ALL WATER WORK, PUBLIC OR PRIVATE, SHALL BE DONE IN ACCORDANCE WITH WEST DES MOINES WATER WORKS STANDARD SPECIFICATIONS.
 - CONTRACTOR SHALL NOTIFY WEST DES MOINES WATER WORKS (515-222-3466) AT LEAST ONE WEEK PRIOR TO BUILDING CONSTRUCTION.
 - ANY WATER USE FROM A HYDRANT, PUBLIC OR PRIVATE, REQUIRES THE USE OF A WEST DES MOINES WATER WORKS HYDRANT METER. CALL 515-222-3466 TO RESERVE A METER.
 - THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLIANCE WITH THE WEST DES MOINES WATER WORKS AND THE CITY'S CROSS CONNECTION CONTROL/CONTAINMENT PROVISIONS.
 - THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROPER INSTALLATION OF AN APPROVED BACKFLOW PREVENTION ASSEMBLY(IES) FOR CONTAINMENT IN ALL NEW CONSTRUCTION. BACKFLOW PREVENTION TO BE INSTALLED PER CITY ORDINANCE 1297, 54-1998. CONTRACTOR SHALL NOTIFY WEST DES MOINES WATER WORKS, RALPH RENTERIA, ENGINEERING TECHNICIAN (515-222-3466) A MINIMUM OF 24 HOURS AFTER INSTALLATION AND TESTING OF ALL BACKFLOW DEVICES TO SCHEDULE FINAL INSPECTION.

FOR QUESTIONS REGARDING THE SPECIFICATIONS, PLEASE CONTACT THE ENGINEERING PROJECT MANAGER AT (515) 222-3510.

WATER SYSTEM QUANTITIES

8" C900 PVC	250 LF
8" VALVE	2 EA
RELOCATE 8" VALVE	1 EA
8" 11-1/4" BEND	1 EA
8" 90° BEND	1 EA
3" DOMESTIC PIPE	18 LF
3" VALVE	1 EA
3" 90° BEND	1 EA
8"x8" TEE WITH 3" REDUCER	1 EA
FIRE HYDRANT & VALVE ASSEMBLY	1 EA
CONNECT TO EXISTING 8" SERVICE	1 LS

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4	7/20/18	MAJOR MODIFICATION RESUBMITTAL

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SITE UTILITY PLAN

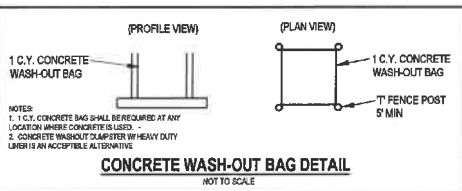
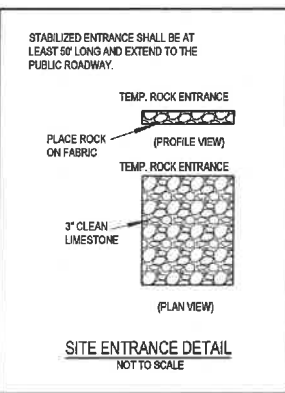
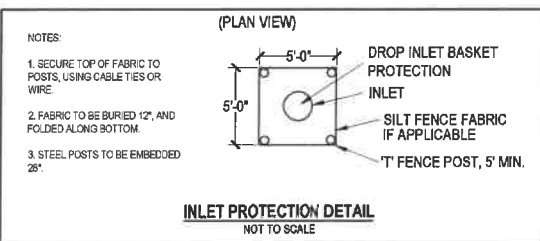
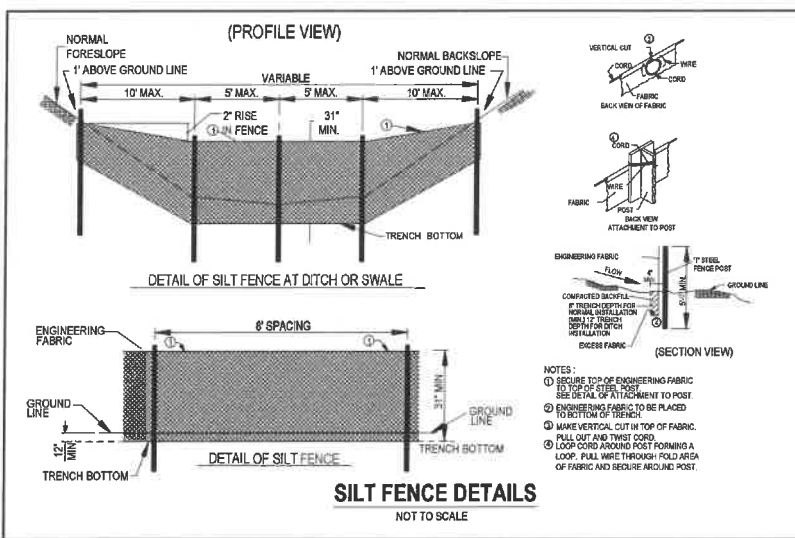
CONFLUENCE PROJECT NO: 17238

C100



File Location: N:\2017\Des Moines\17238 - Wolfe Eye Clinic Expansion - WDM\17238 CADC\100 SITE UTILITY PLAN / Drawn by: XX, Checked by: XX

STORM WATER POLLUTION PREVENTION PLAN



PROPERTY DESCRIPTION:
 LOT 10 IN WEST LAKES OFFICE PARK, AN OFFICIAL PLAT,
 CITY OF WEST DES MOINES, DALLAS COUNTY, IA

ADDRESS:
 8200 WESTOWN PARKWAY
 WEST DES MOINES, IA 50266

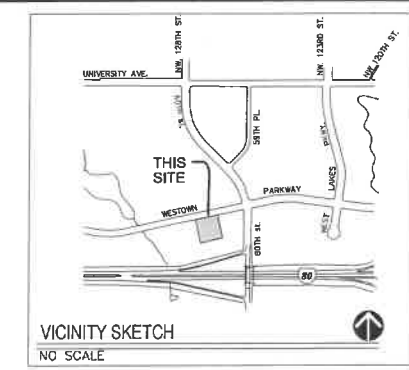
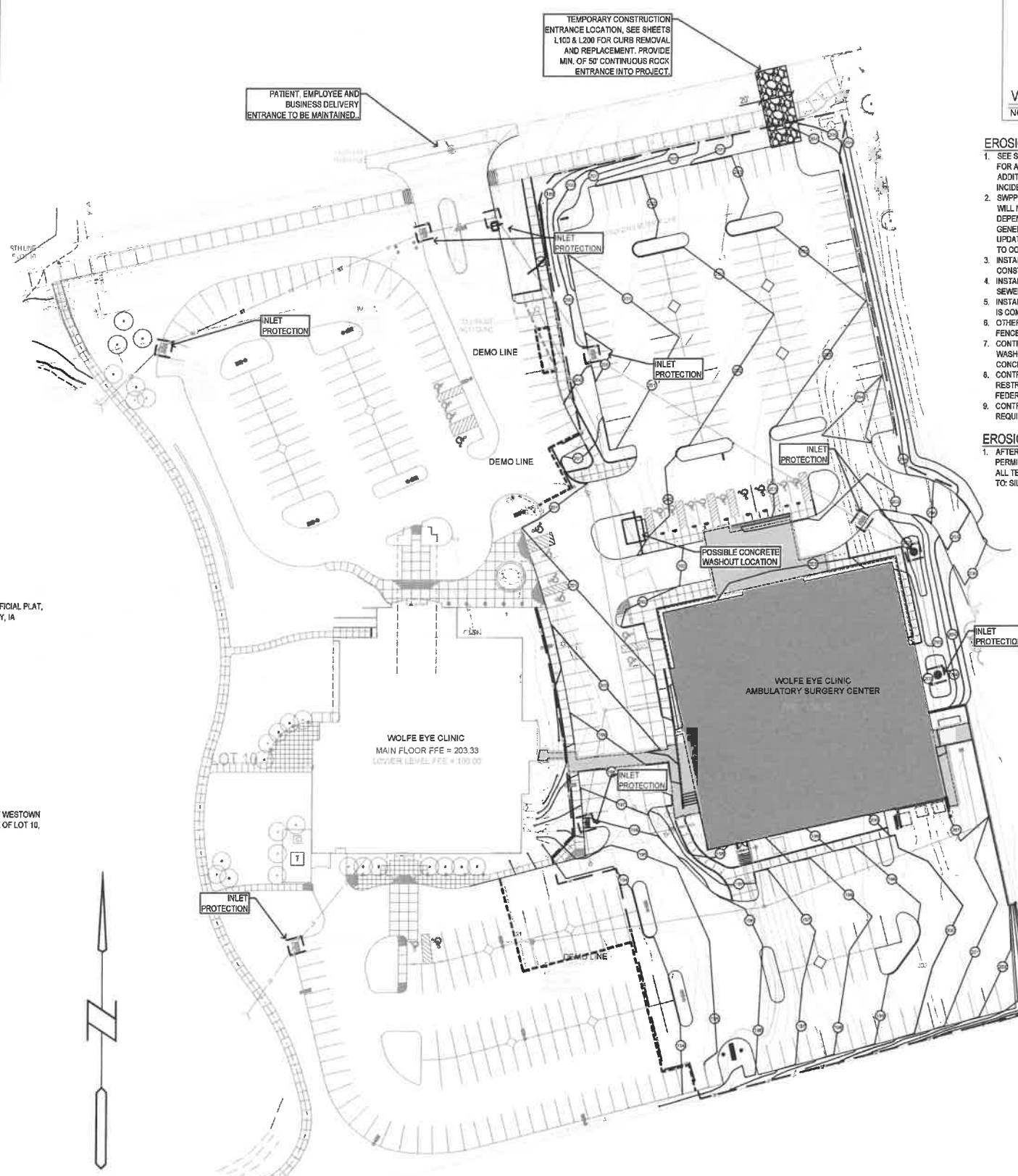
OWNER/APPLICANT:
 CLINIC INVESTMENTS, INC.
 CONTACT:
 308 E. CHURCH ST.
 MARSHALLTOWN, IA 50158
 PHONE:

DISTURBED AREA:
 3.50 ACRES

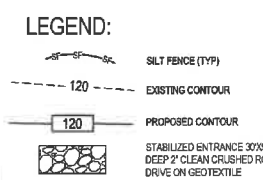
BENCHMARK:
 BURY BOLT ON HYDRANT AT NORTH SIDE OF WESTOWN
 PARKWAY, NORTH OF WEST PROPERTY LINE OF LOT 10,
 WEST LAKES OFFICE PARK PLAT 1.

ELEVATION=184.38

UTILITY NOTE:
 THE LOCATION OF THE UTILITIES INDICATED ON THE PLANS ARE TAKEN FROM
 EXISTING PUBLIC RECORDS AND ARE APPROXIMATE LOCATIONS. THE EXACT
 LOCATIONS OF ALL UTILITIES MUST BE ASCERTAINED IN THE FIELD. IT SHALL BE
 THE DUTY OF THE CONTRACTOR TO DETERMINE WHETHER ANY ADDITIONAL
 FACILITIES OTHER THAN THOSE SHOWN ON THE PLANS MAY BE PRESENT.



- EROSION CONTROL NOTES:**
- SEE SUPPLEMENTAL DETAIL STORM WATER POLLUTION PLAN NARRATIVE FOR ALL EROSION CONTROL MEASURES. ADDITIONAL DETAILS AND NOTE. ADDITIONAL NOTES AND MEASURES IN NARRATIVE SHALL BE CONSIDERED INCIDENTAL AND SHALL BE INCLUDED IN THE ORIGINAL BID.
 - SWPPP PLAN AND NARRATIVE ARE CONSIDERED A LIVING DOCUMENT AND WILL NEED PERIODIC UPDATES AND ADJUSTMENTS AS NECESSARY DEPENDING ON SITE CONDITIONS TO ASSURE COMPLIANCE WITH NPDES GENERAL PERMIT NO. 2. IT IS THE CONTRACTOR'S RESPONSIBILITY TO UPDATE THE SWPPP AND IMPLEMENT ANY AND ALL MEASURES NECESSARY TO COMPLY WITH SAID PERMIT NO. 2.
 - INSTALL PERIMETER SILT FENCE AS SHOWN ON PLANS PRIOR TO CONSTRUCTION.
 - INSTALL INTAKE PROTECTION WITH SILT FENCE IMMEDIATELY AFTER STORM SEWER CONSTRUCTION.
 - INSTALL FINISHED PAVING INLET PROTECTION IMMEDIATELY AFTER PAVING IS COMPLETED AROUND INTAKE.
 - OTHER EROSION CONTROL TYPES MAY NOT BE SUBSTITUTED FOR SILT FENCE.
 - CONTRACTOR SHALL BE RESPONSIBLE FOR SUPPLYING A CONCRETE WASHOUT IN ACCORDANCE WITH NPDES GENERAL PERMIT NO. 2 DURING ALL CONCRETE WORK.
 - CONTRACTOR SHALL BE RESPONSIBLE FOR SUPPLYING TEMPORARY RESTROOM FACILITIES. SANITARY WASTE SHALL BE DISPOSED OF PER ALL FEDERAL, STATE AND LOCAL REGULATIONS.
 - CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING ALL TOPSOIL REQUIREMENTS OF NPDES GENERAL PERMIT NO. 2 ARE MET.
- EROSION CONTROL REMOVAL NOTES:**
- AFTER FINAL STABILIZATION HAS OCCURRED, AS DEFINED IN NPDES GENERAL PERMIT NO. 2, CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ALL TEMPORARY EROSION CONTROL DEVICES INCLUDING, BUT NOT LIMITED TO: SILT FENCE, INLET PROTECTION, AND TEMPORARY STANDPIPES.



CONFLUENCE
 LANDSCAPE ARCHITECT
 CONFLUENCE
 525 17TH STREET
 DES MOINES, IOWA 50309
 PH: 515.288.4875 FAX: 515.288.8359

ARCHITECT
 SVPA ARCHITECTS
 1488 28TH STREET, STE. 200
 WEST DES MOINES, IA 50266
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 CONTACT: JOSH RIDGELY

CIVIL ENGINEER
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 CONTACT: PAUL TAYLOR

WOLFE SURGERY CENTER WEST DES MOINES, IOWA

REVISION SCHEDULE

ISSUE	DATE	DESCRIPTION
1	3/15/2018	MAJOR MODIFICATION
2	4/12/2018	MAJOR MODIFICATION RESUBMITTAL
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STORM WATER
 POLLUTION
 PREVENTION PLAN
 CONFLUENCE PROJECT NO: 17238

C200





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DEMOLITION NOTES:

1. CONTRACTOR TO COORDINATE REMOVAL AND/OR STORAGE AND REPLACEMENT OF BARRICADES WITH THE CITY OF DES MOINES, IOWA.
2. PRIOR TO ANY EXCAVATION AT THE SITE, CONTRACTOR SHALL EXAMINE ANY APPLICABLE DRAWINGS AVAILABLE FROM THE OWNER AND/OR THE LANDSCAPE ARCHITECT, AND CONSULT WITH OWNER'S PERSONNEL AND UTILITY COMPANIES REPRESENTATIVES TO DETERMINE POSSIBLE UTILITY LOCATIONS AND DEPTHS. NO COMPENSATION WILL BE ALLOWED FOR DAMAGE RESULTING FROM FAILURE TO COMPLY WITH THIS REQUIREMENT.
3. CONTRACTORS TO FIELD ADJUST ALL EXISTING SITE UTILITIES TO NEW FINISH GRADES IF NECESSARY. EXISTING UTILITIES INCLUDE, BUT ARE NOT LIMITED TO FIRE HYDRANTS, MAN-HOLE RIMS, INLETS, WATER VALVES AND LIGHT BASES.
4. THE CONTRACTOR SHALL VERIFY THE LOCATION AND PROTECT ALL UTILITIES AND STRUCTURES. DAMAGE TO UTILITIES AND STRUCTURES SHALL BE REPAIRED BY THE CONTRACTOR TO THE SATISFACTION OF THE OWNER OF THE UTILITIES.
5. FIELD VERIFY EXISTING GRADES AND LOCATIONS OF EXISTING UTILITIES, CONDUIT, LINES, POLES, TREES, PAVING, BUILDING AND OTHER SITE STRUCTURES PRIOR TO DEMOLITION OR CONSTRUCTION AND IMMEDIATELY INFORM THE LANDSCAPE ARCHITECT OF ANY DISCREPANCIES.
6. PRIOR TO REMOVING ANY PLANT MATERIAL NOT INDICATED TO BE PROTECTED OR REMOVED CONTACT THE LANDSCAPE ARCHITECT.
7. PROTECT ALL ITEMS WITHIN CONTRACT LIMITS NOT INDICATED TO BE REMOVED. NOTIFY THE LANDSCAPE ARCHITECT OF ANY DISCREPANCIES.
8. REPORT TO OWNER'S REPRESENTATIVE ANY DAMAGE TO EXISTING UTILITIES PRIOR TO REPAIR.
9. ALL WORK SHALL BE IN ACCORDANCE WITH OSHA CODES AND STANDARDS. NOTHING INDICATED ON THESE DRAWINGS SHALL RELIEVE THE CONTRACTOR FROM COMPLYING WITH ANY APPROPRIATE SAFETY REGULATIONS.

KEYNOTE LEGEND

- A REMOVE AND LEGALLY DISPOSE OF EXISTING PCC CURB AND GUTTER
- B REMOVE AND LEGALLY DISPOSE OF EXISTING PCC SIDEWALK
- C REMOVE AND LEGALLY DISPOSE OF EXISTING PCC PAVEMENT
- D PRESERVE AND PROTECT EXISTING MONUMENT SIGN
- E RELOCATE EXISTING LIGHT POLE AS INDICATED ON SHEET L200
- F REMOVE AND REPLACE EXISTING CURB INTAKE AS INDICATED ON SHEET L300
- G REMOVE AND REPLACE EXISTING HC SIGNS AS INDICATED ON SHEET L200
- H REMOVE AND SALVAGE EXISTING BOLLARD FOR OWNER'S USE
- I REMOVE AND LEGALLY DISPOSE OF EXISTING TREE
- J PRESERVE AND PROTECT EXISTING RAISED PLANTER
- K REMOVE AND LEGALLY DISPOSE OF EXISTING STOOP CAP AND STAIRS. CHEEK WALLS TO REMAIN IN PLACE.
- L PRESERVE AND PROTECT EXISTING LIGHT FIXTURE
- M PRESERVE AND PROTECT EXISTING FIRE HYDRANT
- N REMOVE AND LEGALLY DISPOSE OF SOD
- O REMOVE CURB FOR CONSTRUCTION ACCESS. REPLACE PER CITY OF WEST DES MOINES STANDARDS.
- P REMOVE PUBLIC WALK FOR CONSTRUCTION ACCESS. REMOVAL LIMITS TO EXTEND TO NEAREST CONTROL JOINT. MAINTAIN PUBLIC ACCESS. REPLACE PER CITY OF WEST DES MOINES STANDARDS.
- Q REMOVE AND LEGALLY DISPOSE OF EXISTING MANHOLE. REPLACE AS SHOWN ON SHEET C100.
- R REMOVE PAVEMENT AND CURB/GUTTER AS NECESSARY TO MAKE PIPE CONNECTION TO EXISTING INTAKE.
- S REMOVE AND RELOCATE EXISTING WATERLINE VALVE AS INDICATED ON SHEET C100.
- T REMOVE AND LEGALLY DISPOSE OF EXISTING RCP (15" AND 18")

-  CURB AND GUTTER REMOVAL
-  SIDEWALK REMOVAL
-  PCC STREET PAVEMENT REMOVAL
-  SOD REMOVAL

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SITE PREPARATION
 PLAN

CONFLUENCE PROJECT NO: 17238

L100



WOLFE SURGERY CENTER
 WEST DES MOINES, IOWA

LAYOUT NOTES:

1. ALL CURBS RAMPS TO BE BUILT AS PER FEDERAL ACCESSIBILITY STANDARDS.
2. PAVING DIMENSIONS ARE TO BACK OF CURB UNLESS OTHERWISE NOTED.
3. BOUNDARY AND TOPOGRAPHIC INFORMATION TAKEN FROM SURVEY ARE PREPARED BY CIVIL ENGINEERING CONSULTANTS, 2400 86TH STREET, SUITE 12, URBANDALE, IOWA 50322.
4. ALL WORK SHALL BE IN ACCORDANCE WITH OSHA CODES AND STANDARDS. NOTHING INDICATED ON THESE DRAWINGS SHALL RELIEVE THE CONTRACTOR FROM COMPLYING WITH ANY APPROPRIATE SAFETY REGULATIONS.
5. VERIFY COORDINATES PRIOR TO CONSTRUCTION.
6. CONTRACTOR TO SUPPLY AND INSTALL ALL NECESSARY SLEEVES UNDER PAVING AND WALKS.
7. PROPOSED SIGNAGE TO MEET CITY CODES FOR GROUND SIGNS.
8. PAVEMENT TYPES:

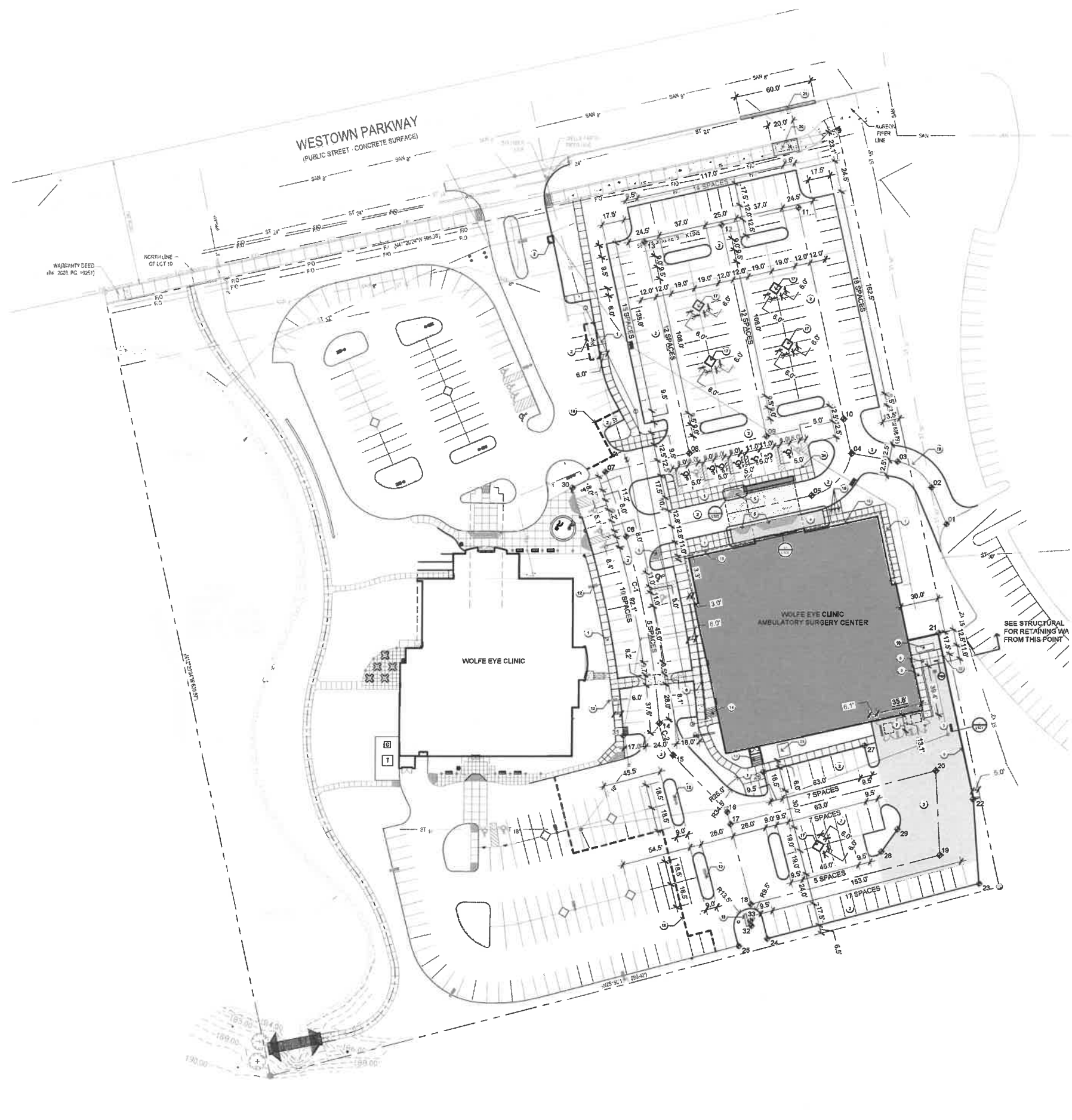
- TYPE 1: 4" PCC PAVEMENT
- TYPE 2: 8" PCC PAVEMENT
- TYPE 3: 8" PCC PAVEMENT
- TYPE 4: CONCRETE PAVERS BY UNILOCK HOLLAND PREMIER COLOR: CHARLESTON

KEYNOTES:

- 1 TYPE 1 PAVING, SEE DETAIL 1A/500
 - 2 TYPE 2 PAVING, SEE DETAIL 2A/500
 - 3 TYPE 3 PAVING, SEE DETAIL 3A/500
 - 4 TYPE 4 PAVING, SEE DETAIL 4A/500
 - 5 CURB RAMP, SEE DETAILS 10 AND 11/L500
 - 6 CAST-IN-PLACE PCC RETAINING WALL, SEE DETAILS 1, 2, 3/L501
 - 7 ENCLOSED TRASH COMPACTOR AND RECYCLE BINS, SEE ARCHITECTURAL PLANS
 - 8 LOADING DOCK, SEE LAYOUT, GRADING, ARCHITECTURAL, AND STRUCTURAL PLANS
 - 9 PCC RAMP, SEE STRUCTURAL PLANS
 - 10 GENERATOR, SEE ELECTRICAL PLANS
 - 11 STAIRS TO BASEMENT EQUIPMENT ROOM, SEE STRUCTURAL PLANS
 - 12 RELOCATED LIGHT FIXTURE, SEE ELECTRICAL PLANS
 - 13 EXISTING MONUMENT SIGN AND GROUND MOUNTED LIGHTING
 - 14 PCC STAIRS, SEE STRUCTURAL PLANS
 - 15 PLANTER SPACE, SEE SHEET L400
 - 16 DRIVEWAY CONNECTION TO ADJACENT PARKING LOT PER PLD REQUIREMENTS
 - 17 PLANTER ISLAND - 6.0' SQ.
 - 18 DEMOLITION LIMIT TO MATCH WITH PROPOSED PAVEMENT
 - 19 BIKE RACKS (QTY. 3); 'CAPITOL' BY FORMS + SURFACES
 - 20 REPLACE PUBLIC TRAIL WITH 6" REINFORCED PCC AFTER CONSTRUCTION ACCESS IS CLOSED
 - 21 REPLACE CURB AND GUTTER AFTER CONSTRUCTION ACCESS IS CLOSED
 - 22 SOLID PANEL GENERATOR SCREEN - SEE ARCHITECTURAL PLANS
 - 23 TRANSFORMER PAD - SEE ELECTRICAL PLANS
 - 24 BOLLARD MOUNTED, CURB STOP ACCESSIBLE SIGN; SEE DETAIL 13/L500; QTY. 9
- SNOW MELT SYSTEM LIMITS SEE MEP PLANS

CONTROL POINT DATA		
#	Position X	Position Y
01	5086.97	4690.95
02	5074.85	4719.81
03	5048.09	4740.09
04	5011.87	4748.59
05	4980.69	4713.53
06	4835.04	4681.69
07	4815.34	4732.41
08	4884.31	4745.94
09	4844.85	4760.28
10	5005.40	4773.61
11	4968.83	4939.83
12	4908.29	4926.30
13	4847.74	4912.96
14	4862.19	4534.80
15	4872.92	4509.62
16	4915.97	4484.95
17	4918.48	4455.32
18	4934.76	4392.36
19	5083.37	4430.65
20	5079.59	4496.84
21	5081.37	4605.39
22	5109.18	4474.48
23	5114.46	4408.13
24	4948.00	4395.21
25	4925.59	4359.41
26	4944.01	4498.42
27	5023.39	4517.00
28	5037.18	4433.54
29	5049.74	4451.13
30	4792.49	4719.87
31	4833.87	4525.12

ENTRY DRIVE - HORIZONTAL CURVE DATA				
NUMBER	RADIUS	LENGTH	CHORD	CHORD BEARING
C-1	750.00	203.03	202.41	S 12° 30' 38" E
C-2	48.00	27.76	27.37	S 23° 4' 23" E



File Location: N:\07\Docs\Invent\17298 - Wolfe Eye Clinic Expansion - WDM\17298 CAD\LD00 SITE LAYOUT PLAN / Drawn by: XX / Checked by: XX

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SITE LAYOUT PLAN

CONFLUENCE PROJECT NO: 17238

L200

WOLFE SURGERY CENTER
 WEST DES MOINES, IOWA

GRADING NOTES

1. ALL SPOT ELEVATIONS ARE AT THE TOP OF FINISHED SURFACES. SPOT ELEVATIONS SHOWN IN PARKING ARE AT THE BOTTOM OF CURB. ADD 6" TO COMPUTE TOP OF CURB ELEVATION.
2. PRIOR TO ANY SITE EXCAVATION, THE CONTRACTOR SHALL EXAMINE ANY APPLICABLE DRAWINGS AVAILABLE FROM THE OWNER AND/OR LANDSCAPE ARCHITECT AND CONSULT WITH OWNERS REPRESENTATIVES TO DETERMINE POSSIBLE UTILITY LOCATIONS AND DEPTHS. NO COMPENSATION WILL BE ALLOWED FOR DAMAGE RESULTING FROM FAILURE TO COMPLY WITH THIS REQUIREMENT.
3. INSTALL SILT FENCE AT PERMANENT STORM SEWER INLETS AND SOD ALL SLOPES FOR EROSION CONTROL. SILT FENCE SHALL BE MAINTAINED UNTIL ESTABLISHMENT OF PERMANENT GROUND COVER OR EROSION CONTROL MEASURE.
4. FINAL BERM SHAPE TO APPROVED BY OWNER.
5. SEE SPECS FOR MINIMUM DEPTH OF TOPSOIL FOR ALL LAWN AREAS AND PLANTING BEDS.
6. ALL DEBRIS SPILLED ON THE R.O.W. SHALL BE PICKED UP BY THE CONTRACTOR AT THE END OF EACH WORK DAY.
7. CONTRACTOR TO FIELD ADJUST ALL EXISTING SITE UTILITIES TO NEW FINISHED GRADES. EXISTING UTILITIES INCLUDE, BUT ARE NOT LIMITED TO, FIRE HYDRANTS, MANHOLE RIMS, INLETS, WATER VALVES, AND LIGHT BASES.
8. BACK FILL TO TOP OF CURB
9. ADEQUATE SCREENING OF PARKING LOT AREAS WITH EARTH BERMS OR LANDSCAPING SHALL BE PROVIDED IN A MANNER ACCEPTABLE TO THE CITY OF WEST DES MOINES.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR POSITIVE SURFACE DRAINAGE IN ALL AREAS, UNLESS OTHERWISE NOTED. ALL NEWLY GRADED GROUND SURFACES SHALL BE FINISHED TO UNIFORM GRADES AND SLOPED IN SUCH A MANNER TO BE FREE OF DEPRESSIONS THAT CAUSE AREAS OF STANDING WATER. THE CONTRACTOR SHALL REPORT ANY CONFLICTS WITH THIS REQUIREMENT TO THE LANDSCAPE ARCHITECT FOR RESOLUTION PRIOR TO FINAL GRADING OPERATIONS.
11. WHERE PROPOSED GRADES MEET EXISTING, BLEND GRADES TO PROVIDE A SMOOTH TRANSITION BETWEEN THE NEW WORK AND EXISTING WORK. PONDING AT JOINTS WILL NOT BE ACCEPTED.
12. CONTACT LANDSCAPE ARCHITECT PRIOR TO BACKFILLING AGAINST EXISTING BUILDINGS. PROVIDE WATERPROOFING WHEN BACKFILLING AGAINST EXISTING BUILDINGS.
13. CONTRACTOR RESPONSIBLE FOR ALL PRIVATE LOCATES NOT COVERED BY THE IOWA ONE CALL SYSTEM.



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SITE GRADING PLAN

CONFLUENCE PROJECT NO: 17238

L300

LANDSCAPE ARCHITECT
CONFLUENCE
 525 17TH STREET
 DES MOINES, IOWA 50309
 PH: 515.288.4875 FAX: 515.288.8359

ARCHITECT
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CIVIL ENGINEER
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3501 104TH STREET
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STRUCTURAL ENGINEER
SAUL ENGINEERING

604 LOCUST STREET, STE. 202
 DES MOINES, IA 50309
 PH: 515.278.3900
 CONTACT: PAUL TAYLOR

WOLFE SURGERY CENTER
 WEST DES MOINES, IOWA

PLANTING REQUIREMENTS:

TOTAL SITE AREA: 365,904 SF (8.40 ACRES)

35% OPEN SPACE REQUIRED: 128,066 SF

TREES REQUIRED: 88 (2 TREES / 3,000 SF OPEN SPACE)

TREES PROVIDED: 119
 EXIST. OVERSTORY = 43
 EXIST. UNDERSTORY = 29
 EXIST. EVERGREEN = 2
 NEW OVERSTORY = 11
 NEW UNDERSTORY = 6
 NEW EVERGREEN = 28

30 EVERGREEN / 86 REQUIRED TREES = 35%

PARKING ISLANDS REQUIRED: 14

PARKING ISLANDS PROVIDED: 14

PARKING PODS REQUIRED: 7

PARKING PODS PROVIDED: 11

PARKING TREES REQUIRED: 35 (2 / ISLAND, 1 / POD)

PARKING TREES PROVIDED: 35

EXIST. OVERSTORY = 6

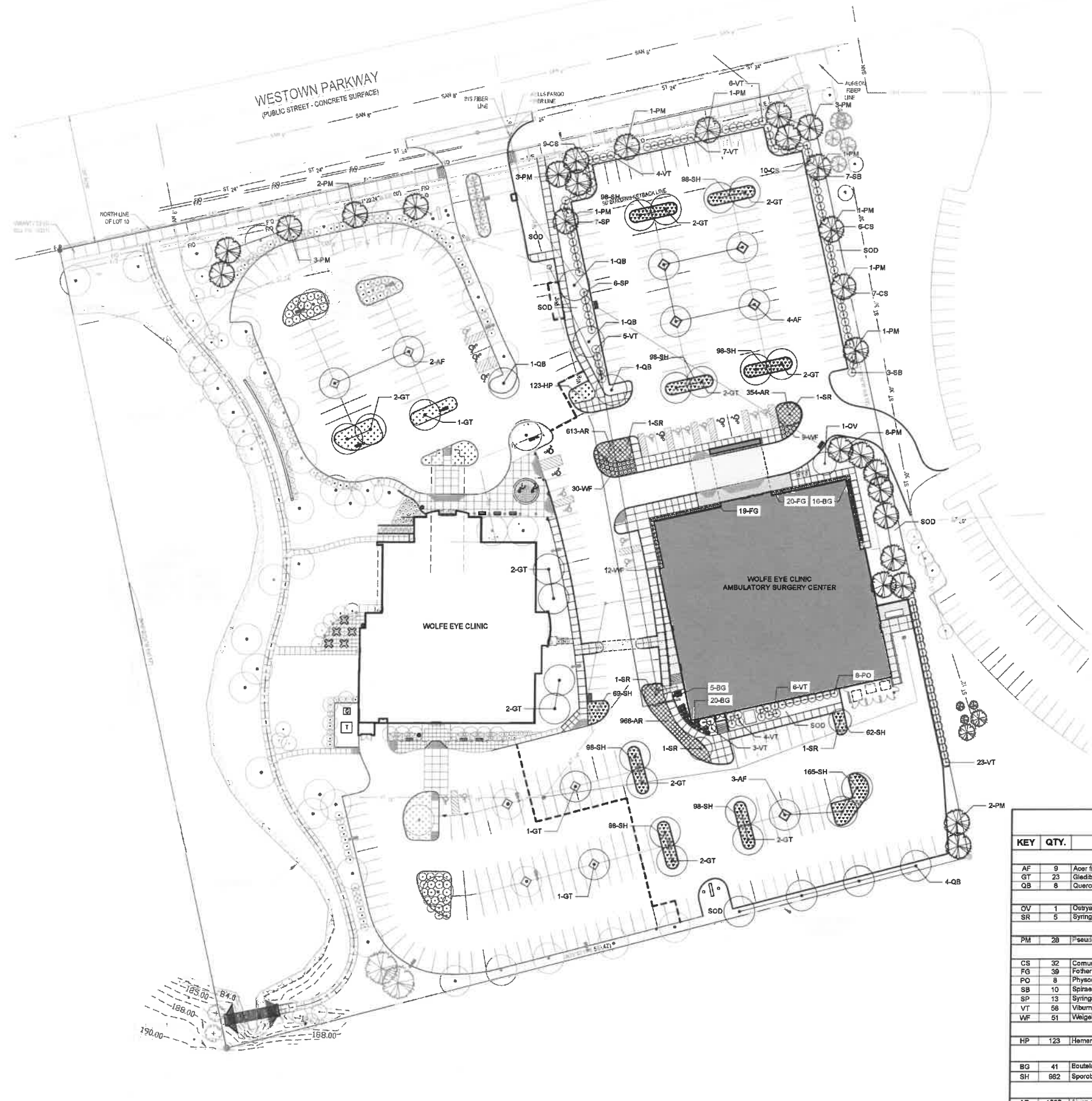
NEW OVERSTORY = 29

SHRUBS REQUIRED: 126 (3 SHRUBS / 3,000 SF OPEN SPACE)

SHRUBS PROVIDED: 478 (267 EXISTING, 211 PROPOSED)

PLANTING NOTES:

- SOD ALL AREAS WITHIN CONTRACT LIMITS, NOT COVERED BY PAVING, BUILDINGS, OR PLANTING BEDS, UNLESS OTHERWISE NOTED.
- PLANT QUANTITIES ARE FOR INFORMATION ONLY; DRAWING SHALL PREVAIL IF CONFLICT OCCURS.
- NOTIFY LANDSCAPE ARCHITECT AFTER STAKING IS COMPLETED AND BEFORE PLANT PITS ARE EXCAVATED.
- CONTRACTOR SHALL PLACE SHREDDED HARDWOOD MULCH AROUND ALL TREES AND IN ALL PLANTING BEDS TO A DEPTH OF 3".
- KIND, SIZE AND QUALITY OF PLANT MATERIAL SHALL CONFORM TO AMERICAN STANDARDS FOR NURSERY STOCK, ANSI Z60-1992, OR MOST RECENT EDITION.
- THE CONTRACTOR SHALL REPORT SUBSURFACE SOIL OR DRAINAGE PROBLEMS TO THE LANDSCAPE ARCHITECT.
- THE CONTRACTOR SHALL SHOW PROOF OF PROCUREMENT, SOURCES, QUANTITIES AND VARIETIES FOR ALL SHRUBS, PERENNIALS, ORNAMENTAL GRASSES, AND ANNUALS WITHIN 21 DAYS FOLLOWING THE AWARD OF CONTRACT. TIMELY PROCUREMENT OF ALL PLANT MATERIAL IS ESSENTIAL TO THE SUCCESSFUL COMPLETION AND INITIAL ACCEPTANCE OF THE PROJECT.
- SUBSTITUTIONS SHALL ONLY BE ALLOWED WHEN THE CONTRACTOR HAS EXHAUSTED ALL SOURCES FOR THE SPECIFIED MATERIAL, AND HAS PROVEN THAT THE SPECIFIED MATERIAL IS NOT AVAILABLE. THE CONTRACTOR MUST PROVIDE NAME AND VARIETY OF SUBSTITUTION TO THE LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO TAGGING OR PLANTING. SUBSTITUTIONS SHALL BE NEAREST EQUIVALENT SIZE OF VARIETY OF PLANT HAVING SAME ESSENTIAL CHARACTERISTICS.
- ALL PLANT MATERIAL SHALL BE NURSERY GROWN, SOUND, HEALTHY, VIGOROUS AND FREE FROM INSECTS, DISEASE AND INJURIES, WITH HABIT OF GROWTH THAT IS NORMAL FOR THE SPECIES. SIZES SHALL BE EQUAL TO OR EXCEEDING SIZES INDICATED ON THE PLANT LIST. THE CONTRACTOR SHALL SUPPLY PLANTS IN QUANTITY AS SHOWN ON THE DRAWINGS.
- STAKE OR PLACE ALL PLANTS IN FIELD AS INDICATED ON THE DRAWINGS OR AS DIRECTED BY THE LANDSCAPE ARCHITECT FOR APPROVAL BY THE OWNER PRIOR TO PLANTING.



PLANT SCHEDULE

KEY	QTY.	BOTANICAL NAME	COMMON NAME	SIZE	ROOT	SPACING & REMARKS
OVERSTORY TREES						
AF	9	Acer fremontii 'Sienna'	SIENNA GLEN MAPLE	2" CAL.	B&B	SPECIMEN QUALITY
GT	23	Gleditsia triacanthos var. 'Inermis'	THORNLESS HONEYLOCUST	2" CAL.	B&B	SPECIMEN QUALITY
QB	6	Quercus borealis	NORTHERN RED OAK	2" CAL.	B&B	SPECIMEN QUALITY
UNDERSTORY TREES						
OV	1	Ostrya virginiana	AMERICAN HOPHORNBEAM	1-1/2" CAL.	B&B	SPECIMEN QUALITY
SR	5	Syringa reticulata	JAPANESE TREE LILAC	1-1/2" CAL.	B&B	TREE FORM
EVERGREEN TREES						
PM	28	Pseudotsuga menziesii var. 'glauca'	DOUGLAS FIR	6'-0"	HGT.	SPECIMEN QUALITY
DECIDUOUS SHRUBS						
CS	32	Cornus stolonifera 'Arctic Fire'	REDOSIER DOGWOOD	#5	CONT.	SPACE AS INDICATED
FG	39	Fothergilla gardenii	DWARF FOTHERGILLA	#5	CONT.	SPACE AS INDICATED
PO	8	Physocarpus opulifolius 'Summer Wine'	SUMMER WINE NINEBARK	#5	CONT.	SPACE AS INDICATED
SB	10	Spiraea x bumalda 'Anthony Waterer'	ANTHONY WATERER SPIREA	#5	CONT.	SPACE AS INDICATED
SP	13	Syringa patula 'Miss Kim'	MISS KIM LILAC	#5	CONT.	SPACE AS INDICATED
VT	58	Viburnum trilobum 'Spring Red Compact'	COMPACT VIBURNUM	#5	CONT.	SPACE AS INDICATED
WF	51	Weigela florida 'Dark Horse'	DARK HORSE WEIGELA	#5	CONT.	SPACE AS INDICATED
PERENNIALS						
HP	123	Hemerocallis 'Pardon Me'	PARDON ME DAYLILY	#SP4	CONT.	1'-6" O.C. TRIA. SPACING
GRASSES						
BG	41	Elymus gracilis 'Blonde Ambition'	BLONDE AMBITION BLUE GRAMA GRASS	#1	CONT.	SPACE AS INDICATED
SH	862	Sporobolus heterolepis	PRAIRIE DROPSPEED	#SP4	CONT.	2'-0" O.C. TRIA. SPACING
GROUND COVERS						
AR	1935	Alyca reptans 'Black Scallo'	BLACK SCALLOP BUGLEWEED	#SP4	CONT.	1'-0" O.C. TRIA. SPACING

REVISION SCHEDULE

ISSUE	DATE	DESCRIPTION
1	3/15/2018	MAJOR MODIFICATION
2	4/10/2018	MAJOR MODIFICATION RESUBMITTAL
3	5/4/2018	MAJOR MODIFICATION RESUBMITTAL
4	7/6/2018	MAJOR MODIFICATION RESUBMITTAL

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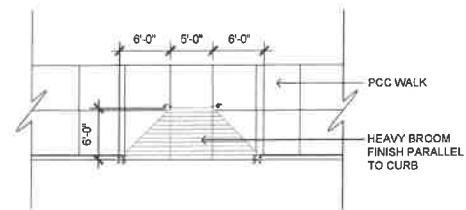
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SITE PLANTING PLAN

CONFLUENCE PROJECT NO: 17238

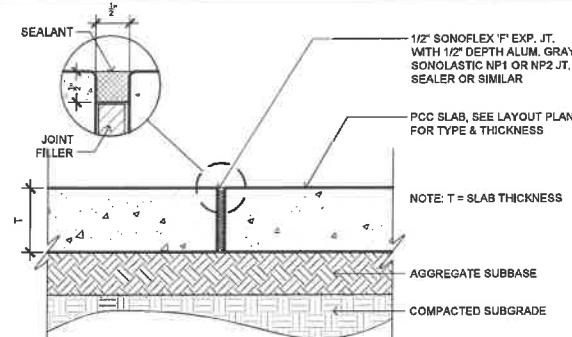
L400

File Location: N:\2017\Des Moines\17238 - Wolfe Eye Clinic Expansion - MDM\17238 CAD\400 SITE PLANTING PLAN I Drawn by: XX I Checked by: XX

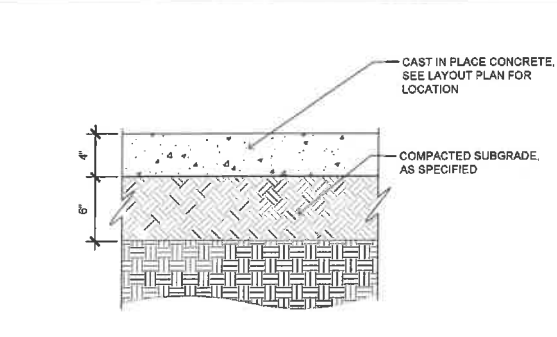


11 L500 PLAN: CURB RAMP - TYP. N.T.S.

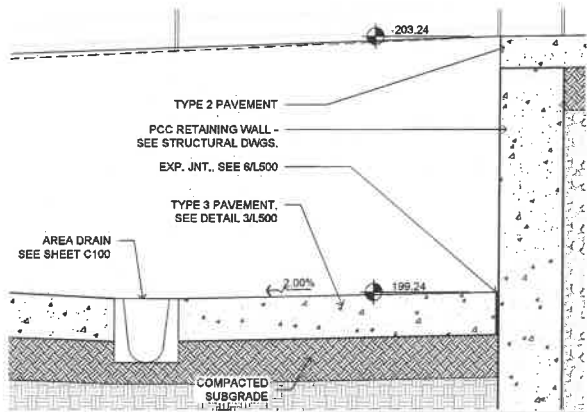
NOTE: CONTRACTOR SHALL CONTACT THE BUILDING DIVISION (515)222-3630 FOR AN ON-SITE INSPECTION PRIOR TO POURING ANY CONCRETE RAMPS.



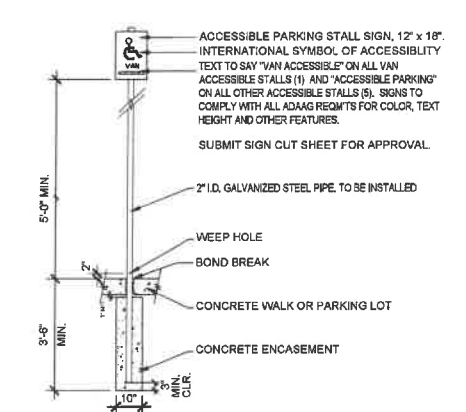
6 L500 SECTION: EXPANSION JOINT N.T.S.



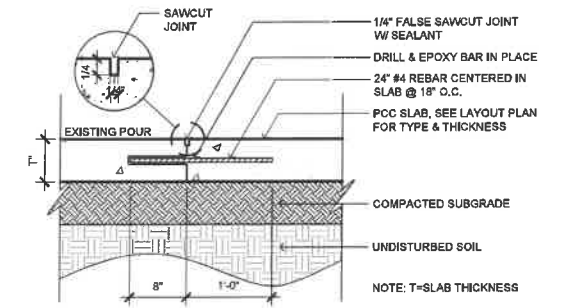
1 L500 SECTION: TYPE 1 PAVING N.T.S.



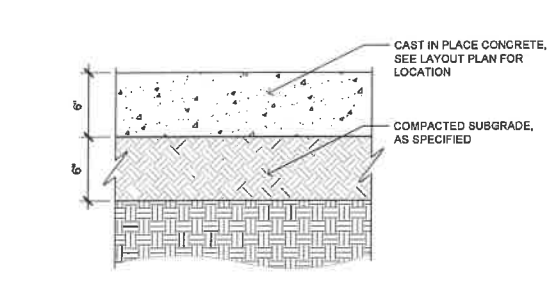
14 L500 SECTION: AREA DRAIN AT LOADING DOCK N.T.S.



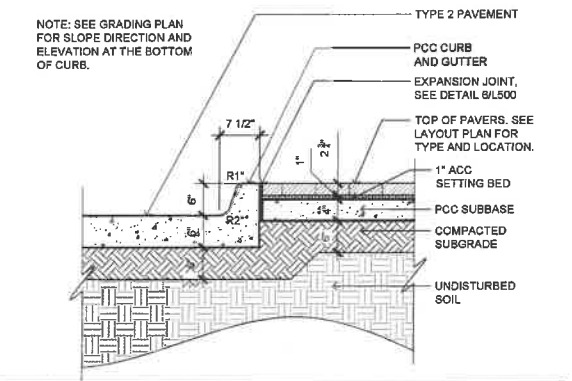
12 L500 SECTION/ELEVATION: ACCESSIBLE STALL SIGN N.T.S.



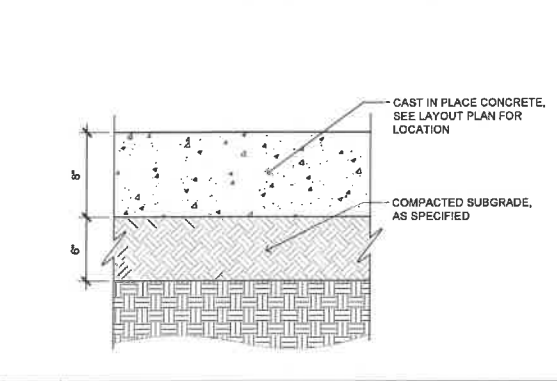
7 L500 SECTION: COLD JOINT N.T.S.



2 L500 SECTION: TYPE 2 PAVING N.T.S.

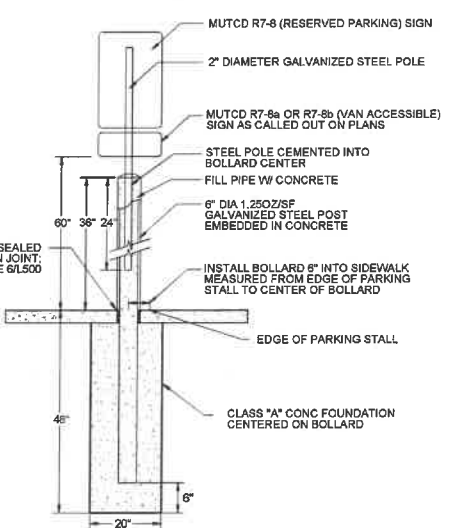


8 L500 SECTION: CONCRETE PAVERS AT CURB N.T.S.

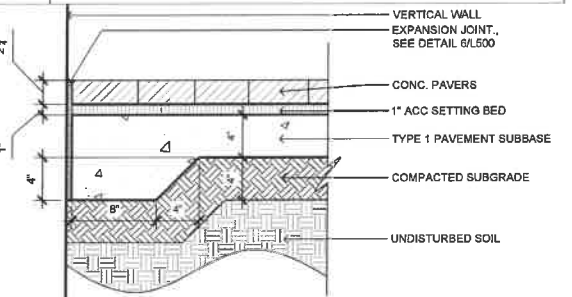


3 L500 SECTION: TYPE 3 PAVING N.T.S.

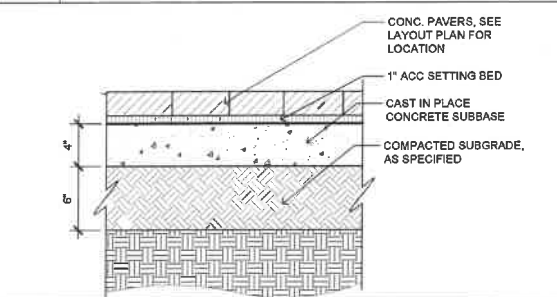
15 L500 NOT USED N.T.S.



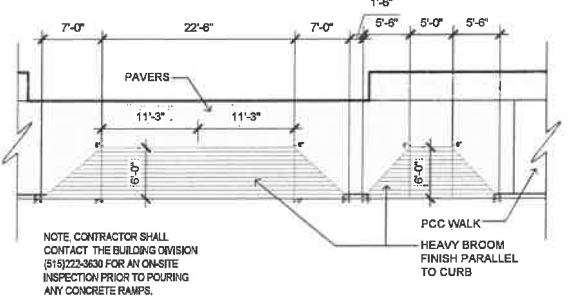
13 L500 SECTION/ELEVATION: ACCESSIBLE SIGN BOLLARD N.T.S.



9 L500 SECTION: CONCRETE PAVERS AT BUILDING FACE N.T.S.

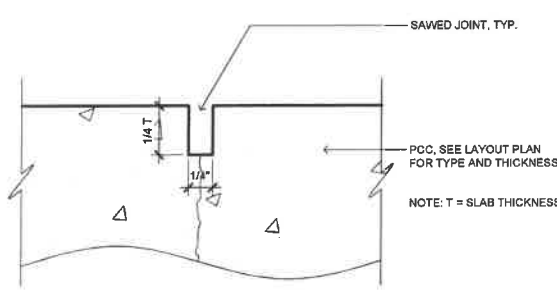


4 L500 SECTION: TYPE 4 PAVING N.T.S.



10 L500 PLAN: CURB RAMPS AT ENTRANCE DROP-OFF N.T.S.

NOTE: CONTRACTOR SHALL CONTACT THE BUILDING DIVISION (515)222-3630 FOR AN ON-SITE INSPECTION PRIOR TO POURING ANY CONCRETE RAMPS.



5 L500 SECTION: CONTROL JOINT N.T.S.

REVISION SCHEDULE		
ISSUE	DATE	DESCRIPTION
1	3/15/2018	MAJOR MODIFICATION
2	4/13/2018	MAJOR MODIFICATION RESUBMITTAL
3	5/9/2018	MAJOR MODIFICATION RESUBMITTAL
4	7/9/2018	MAJOR MODIFICATION RESUBMITTAL

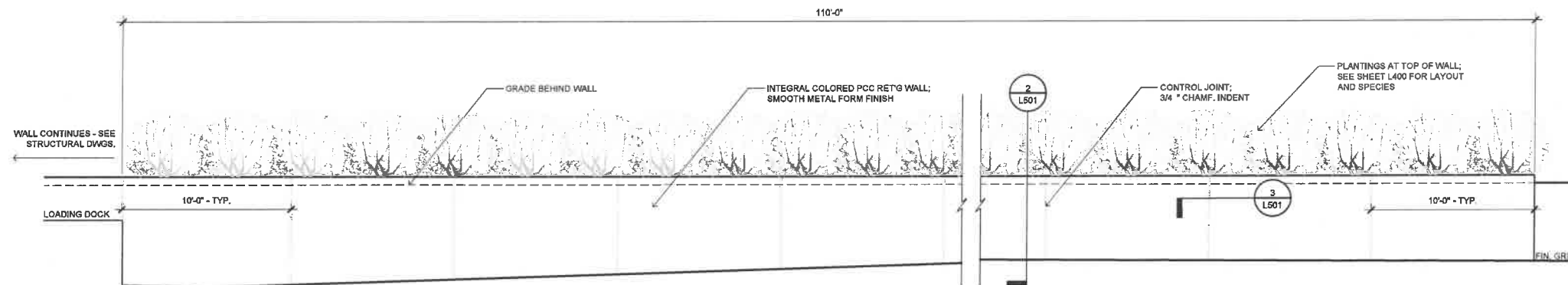
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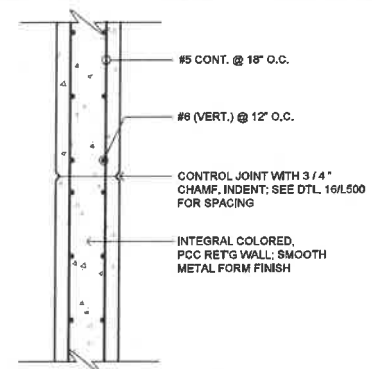
SITE DETAILS

CONFLUENCE PROJECT NO: 17238

L500

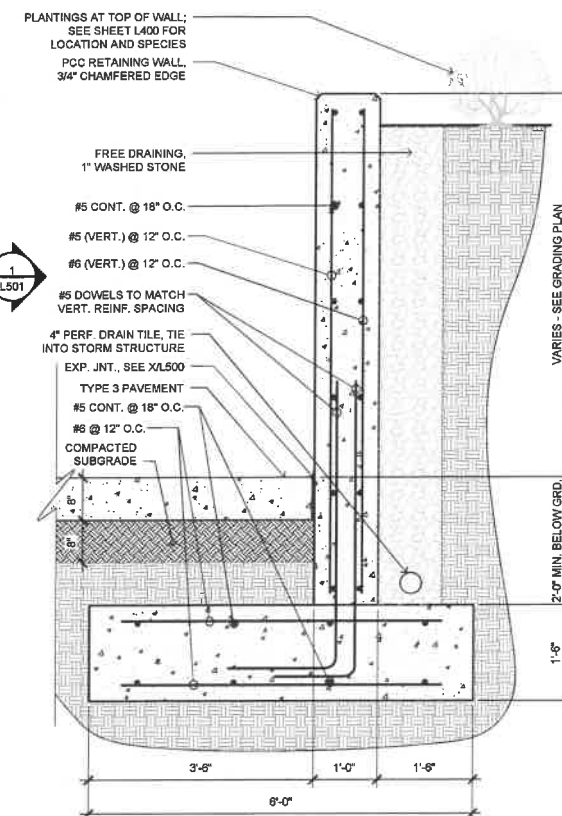


1 L501 ELEVATION: RETAINING WALL AT EAST PROPERTY LINE N.T.S.

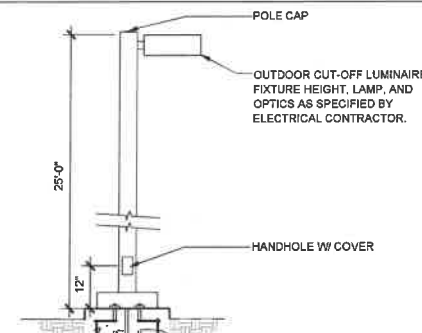


3 L501 SECTION: RETAINING WALL AT EAST PROPERTY LINE N.T.S.

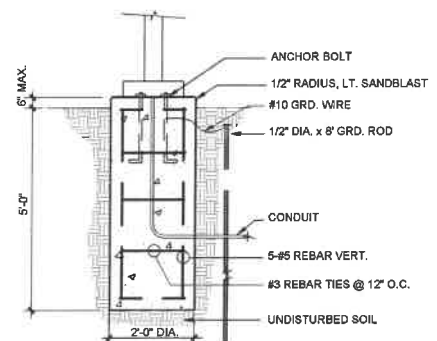
NOTE: RETAINING WALL SHOWN ON L500 TRANSITIONS INTO DETAIL SHOWN ON STRUCTURAL DWGS. SEE SHEET L200 AND SUPPLEMENTAL SPEC SECTION 03 30 00.01 FOR LOCATION OF TRANSITION.



2 L501 SECTION: RETAINING WALL AT EAST PROPERTY LINE N.T.S.



4 L501 SECTION/ELEVATION: LIGHT POLE N.T.S.



5 L501 SECTION: LIGHT POLE BASE N.T.S.

9 L501 NOT USED N.T.S.

6 L501 NOT USED N.T.S.

10 L501 NOT USED N.T.S.

7 L501 NOT USED N.T.S.

11 L501 NOT USED N.T.S.

8 L501 NOT USED N.T.S.

WOLFE SURGERY CENTER
 WEST DES MOINES, IOWA

REVISION SCHEDULE		
ISSUE	DATE	DESCRIPTION
1	3/15/2018	MAJOR MODIFICATION
2	4/12/2018	MAJOR MODIFICATION RESUBMITTAL
3	5/4/2018	MAJOR MODIFICATION RESUBMITTAL
4	7/6/2018	MAJOR MODIFICATION RESUBMITTAL

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SITE DETAILS

CONFLUENCE PROJECT NO: 17238

L501

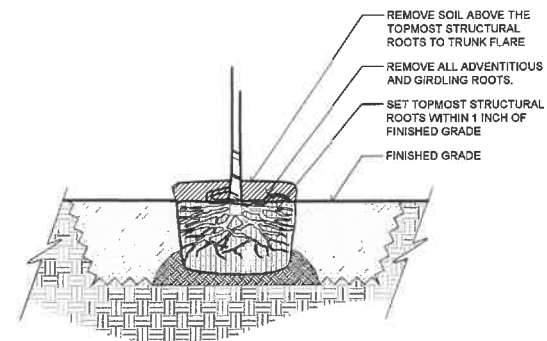
LANDSCAPE ARCHITECT
CONFLUENCE
 525 17TH STREET
 DES MOINES, IOWA 50309
 PH: 515.288.4875 FAX: 515.288.8359

ARCHITECT
SVPA ARCHITECTS
 1488 28TH STREET, STE. 200
 WEST DES MOINES, IA 50266
 PH: 515.327.5990
 CONTACT: JOSH RIDGELY

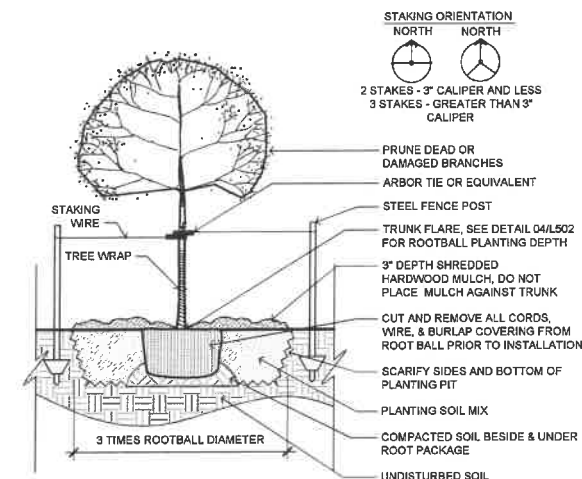
CIVIL ENGINEER
BISHOP ENGINEERING
 3501 104TH STREET
 URBANDALE, IA 50322
 PH: 515.276.0487
 CONTACT: ERIC GJERSVIK

STRUCTURAL ENGINEER
SAUL ENGINEERING
 804 LOCUST STREET, STE. 202
 DES MOINES, IA 50309
 PH: 515.279.3900
 CONTACT: PAUL TAYLOR

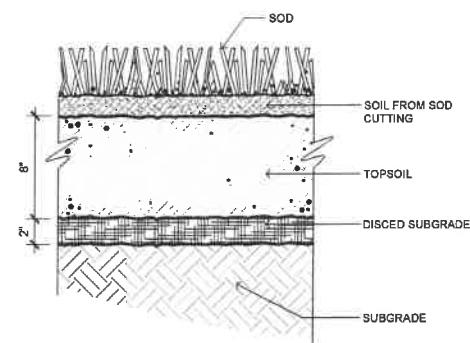
WOLFE SURGERY CENTER
 WEST DES MOINES, IOWA



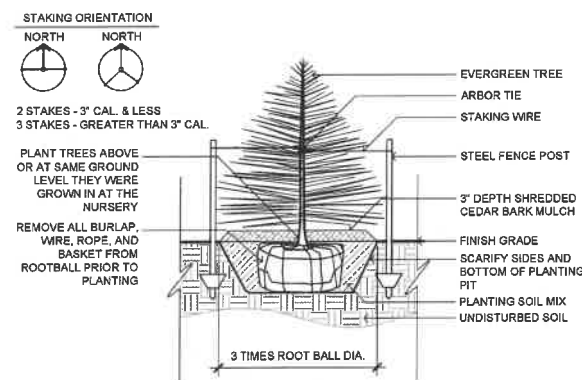
4
L502 SECTION - TREE ROOT BALL (TYP) N.T.S.



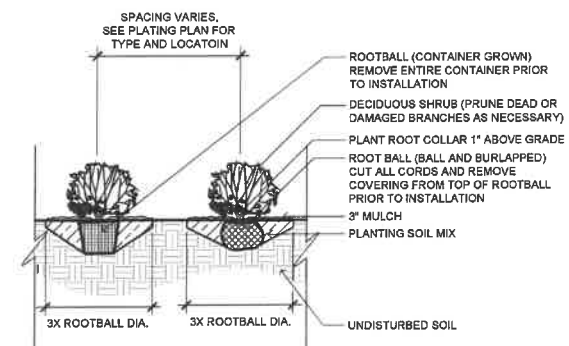
1
L502 SECTION - TREE PLANTING (TYP) N.T.S.



5
L502 SECTION - SOD (TYP) N.T.S.



2
L502 SECTION - EVERGREEN TREE PLANTING (TYP) N.T.S.



3
L502 SECTION - SHRUB PLANTING (TYP) N.T.S.

REVISION SCHEDULE		
ISSUE	DATE	DESCRIPTION
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4	7/6/2018	MAJOR MODIFICATION RESUBMITTAL

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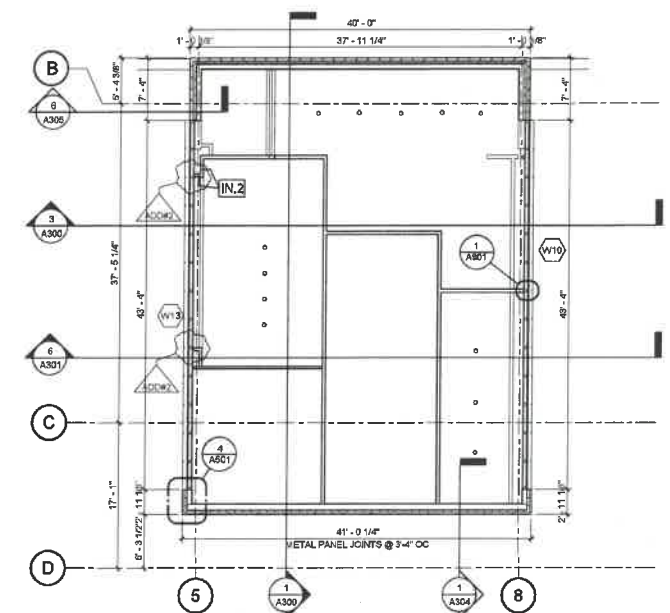
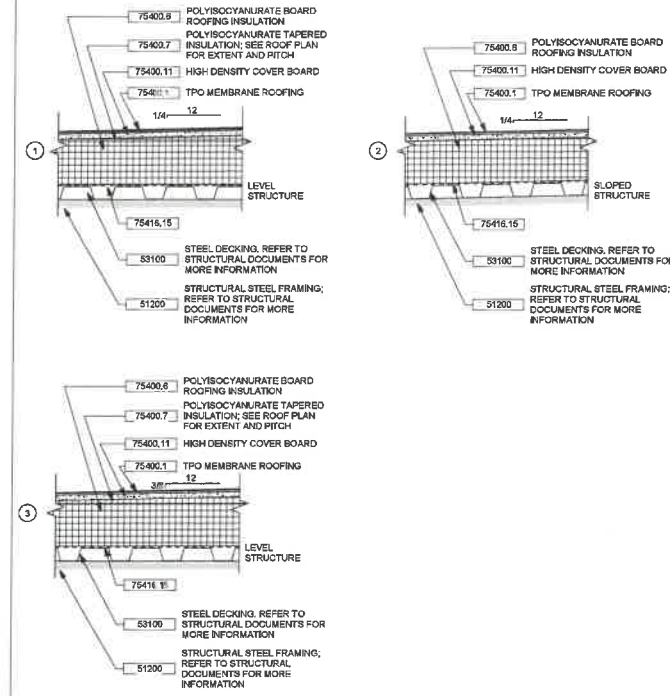
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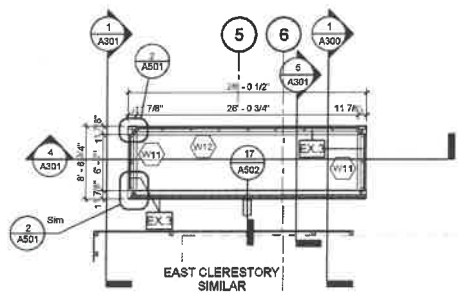
CONFLUENCE PROJECT NO: 17238

L502

ROOF ASSEMBLIES

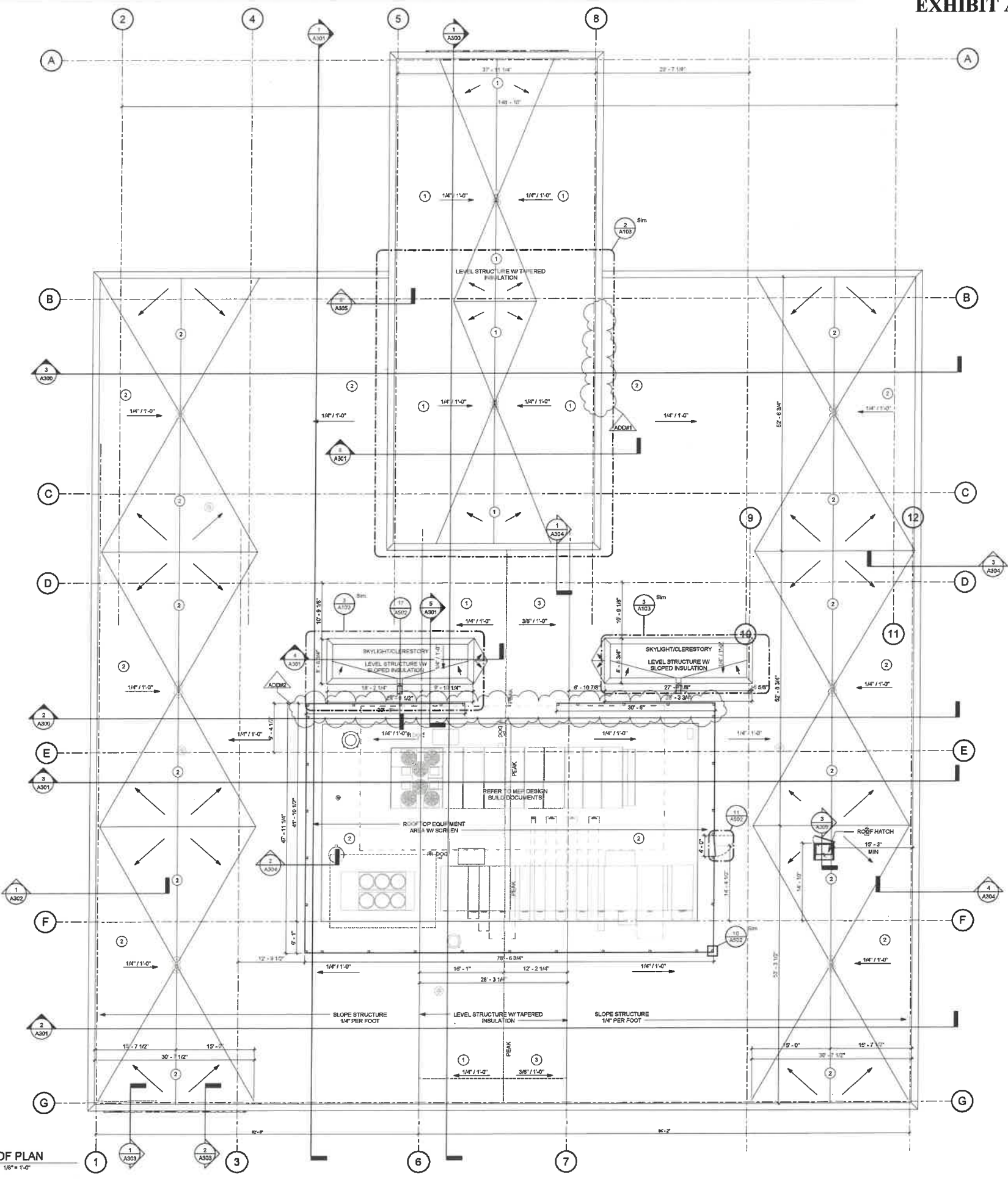


2 CLERESTORY PLAN AT ENTRANCE
SCALE: 1/8" = 1'-0"



3 WEST CLERESTORY PLAN
SCALE: 1/8" = 1'-0"

1 ROOF PLAN
SCALE: 1/8" = 1'-0"



WOLFE SURGERY CENTER
6100 WESTOWN PARKWAY
WEST DES MOINES, IA 50266

ISSUANCE

100% CONTRACT DOCUMENTS
05/18/2018
PROJECT: WS
DESIGNER: JS

REVISIONS	DATE	BY	DESCRIPTION
08/29/18	ADD1		
05/05/18	ADD2		

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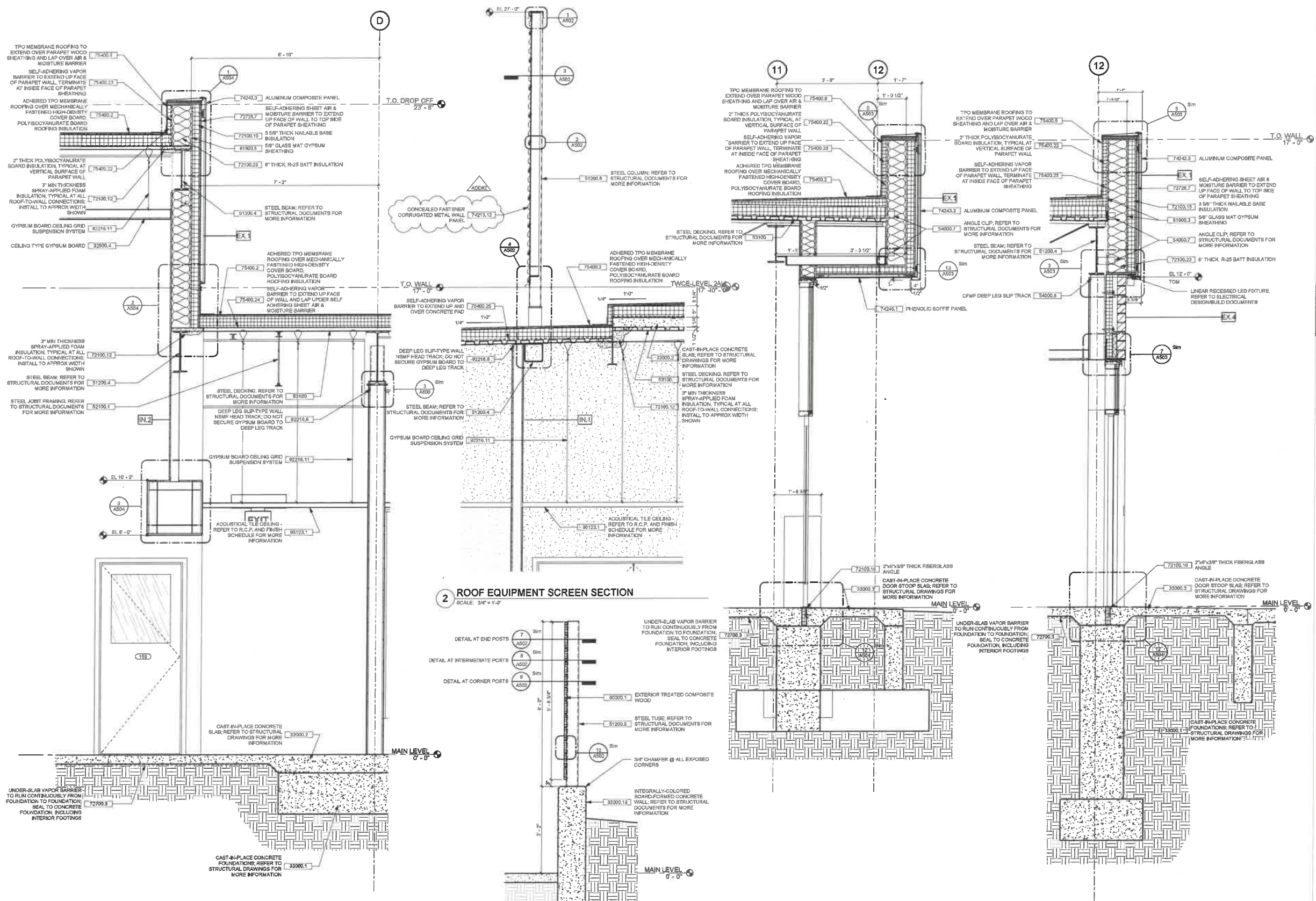
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17053

ROOF & CLERESTORY PLANS

A103

C:\Users\jwagner\Documents\17053\Wolfe Surgery Center_17053.dwg



1 SOUTH CLERESTORY WALL SECTION
SCALE: 3/4" = 1'-0"

2 ROOF EQUIPMENT SCREEN SECTION
SCALE: 3/4" = 1'-0"

3 EAST CLINIC ENTRANCE WALL SECTION
SCALE: 3/4" = 1'-0"

4 EAST RECEIVING ENTRANCE WALL SECTION
SCALE: 3/4" = 1'-0"

WOLFE SURGERY CENTER
6100 WESTTOWN PARKWAY
WEST DES MOINES, IA 50266

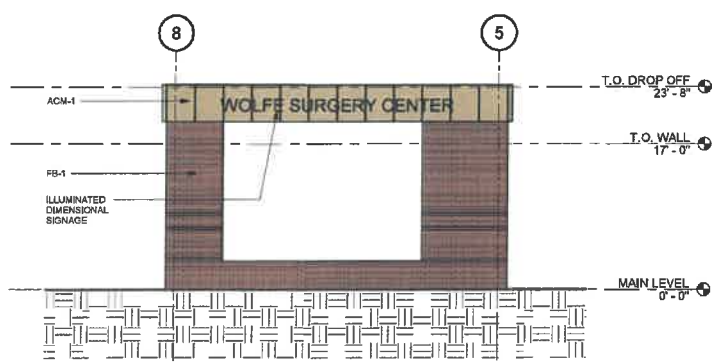
ISSUANCE

100% CONTRACT DOCUMENTS
05/18/2018

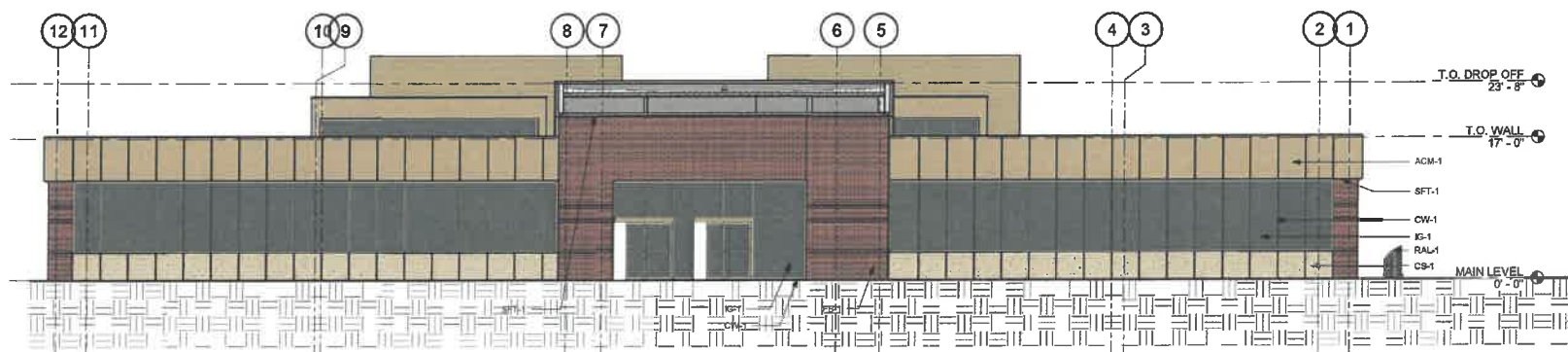
REVISIONS

06/05/18	ADD01
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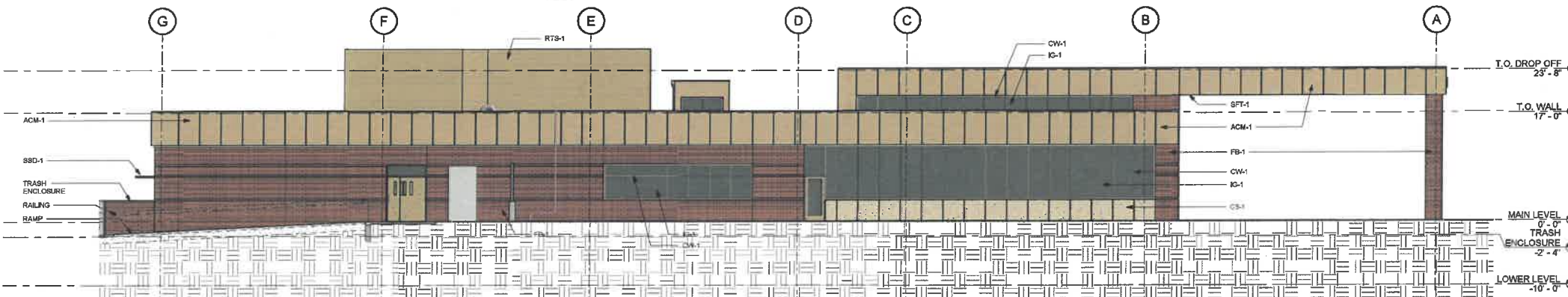
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WALL SECTIONS
A304



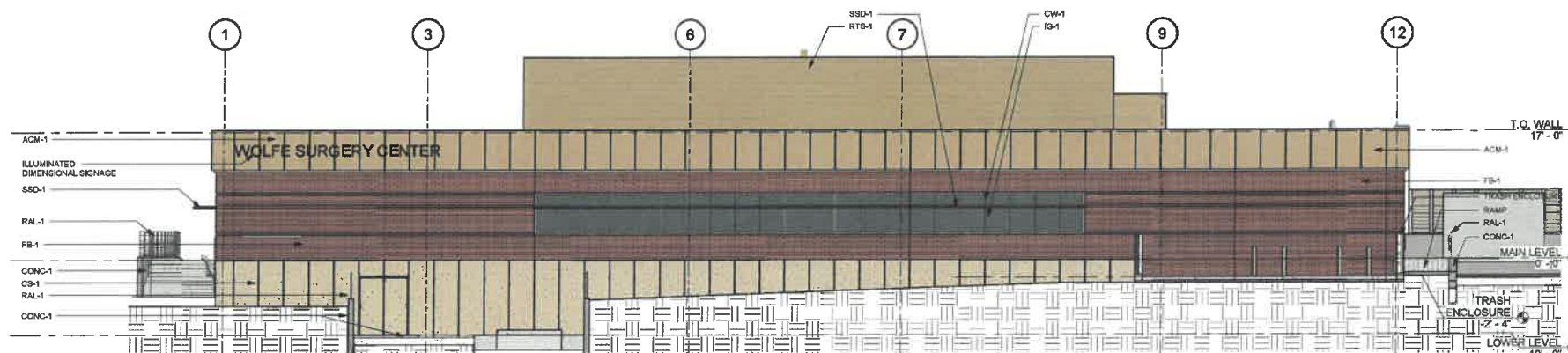
2 NORTH ELEVATION - SIGNAGE
SCALE: 1/8" = 1'-0"



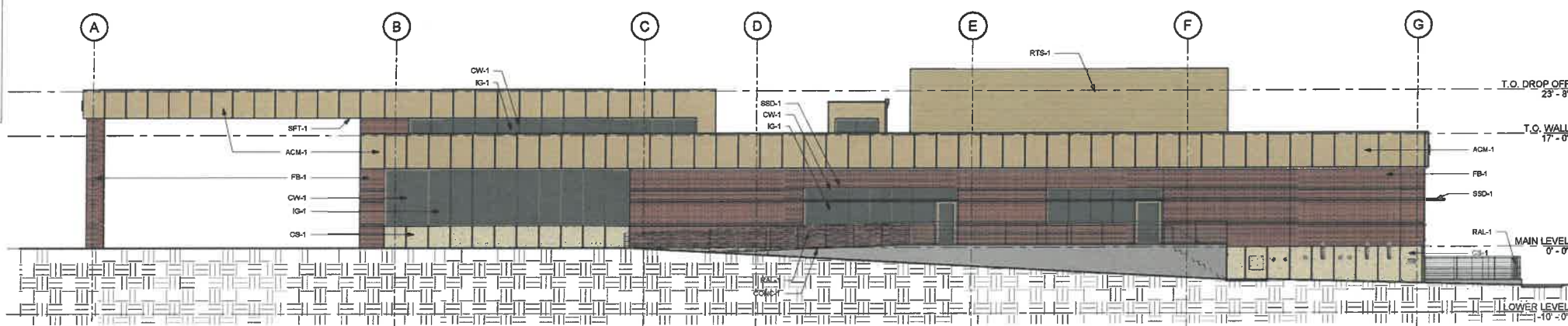
1 NORTH ELEVATION
SCALE: 1/8" = 1'-0"



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



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



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

EXTERIOR MATERIAL LEGEND

- FB-1** FACE BRICK VENEER
MOUNTAIN SHADOW & COPPERTONE
SPECIAL BLEND TO MATCH ADJACENT WEC
UNITED BRICK & TILE COMPANY
- CS-1** CAST STONE VENEER
COLOR & TEXTURE TO MATCH ADJACENT WEC
EDWARDS CAST STONE
- ACM-1** ALUMINUM COMPOSITE PANEL
SEICCOLINE II RAIN SCREEN SYSTEM
SGH ARCHITECTURAL PRODUCTS
COLOR: CHAMPAGNE ANODIZED
- CW-1** ALUMINUM CURTAIN WALL
RELIANCE CURTAIN WALL
OLDCASTLE BUILDING ENVELOPE
COLOR: CHAMPAGNE ANODIZED
TO MATCH ADJACENT WEC
- IG-1** INSULATED GLAZING
SOLARBAN 60
PPG
COLOR: SOLAR GRAY
- SFT-1** SOFFIT & DRIVEWAY CANOPY
PURA FLUSH SIDING
TRESPA
WOOD FINISH
- RTS-1** ROOFTOP EQUIPMENT SCREEN
CORRUGATED METAL PANEL
COLOR: CHAMPAGNE ANODIZED
- CONC-1** CAST-IN-PLACE CONCRETE
- SSD-1** EXTERIOR SUNSHADES
SISRTH RECTANGULAR TUBE BLADE SUNSHADE
RUSKIN
COLOR: CHAMPAGNE METALLIC
MATCH TO CW FRAMES
- GATE-1** TRASH ENCLOSURE GATE
PAINTED STEEL FRAME
TREX DECKING GATE PANEL
- RAL-1** EXTERIOR RAILINGS
STAINLESS STEEL PLATE
W/ STAINLESS STEEL CABLES

WOLFE SURGERY CENTER
6100 WEST TOWN PARKWAY
WEST DES MOINES, IA 50268

ISSUANCE

100% CONTRACT DOCUMENTS
05/18/2018
PROJECT: JVB
DESIGNER: JAR

REVISIONS

NO.	DESCRIPTION	DATE

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PROJECT NUMBER
17053

EXTERIOR ELEVATIONS

P200

Prepared by: M. Locey, 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 NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, APPROVING AND ACCEPTING EASEMENTS AND APPROVING THE WOLFE CLINIC SURGERY CENTER MAJOR MODIFICATION REPRESENTING FINAL SITE DEVELOPMENT DETAILS (MaM-003821-2018) TO ALLOW CONSTRUCTION OF A SURGERY CENTER BUILDING AND ASSOCIATED SITE IMPROVEMENTS AT 6100 WESTOWN PARKWAY

WHEREAS, pursuant to the provisions of Title 9, Zoning, Chapter 1 et seq, of the West Des Moines Municipal Code, the property owner, Wolfe Eye Clinic, has requested approval for the Wolfe Clinic Surgery Center Major Modification to a Site Plan to allow full site development (MaM-003821-2018) for that property located at 6100 Westown Parkway to construct an approximately 24,000 square foot surgery center building with site modifications;

Legal Description of Property

West Lakes Office Park, Plat 1, Lot 10, an official plat now in and forming a part of the City of West Des Moines, Dallas County, Iowa

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

WHEREAS, on July 16, 2018, the Plan and Zoning Commission did recommend to the City Council approval of the Wolfe Clinic Surgery Center Major Modification to a Site Plan (MaM-003821-2018); and

WHEREAS, on, July 23, 2018, this City Council held a duly-noticed meeting to consider the application for Wolfe Clinic Surgery Center Major Modification to a Site Plan (MaM-003821-2018); and

WHEREAS, the City Council accepts temporary access easements and cross access easements; and

WHEREAS, the City Council does assign an address of 6100 Westown Parkway to the new building.

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

SECTION 1. The findings, for approval, stated in the staff report, dated July 23, 2018, or as amended orally at the City Council meeting of July 23, 2018, are adopted.

SECTION 2. Wolfe Clinic Major Modification Site Plan (MaM-003821-2018) to allow construction of a surgery center building and associated site improvements is approved, subject to compliance with all the conditions in the staff

report, dated July 23, 2018, 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 July 23, 2018.

Steven K. Gaer
Mayor

ATTEST:

Ryan T. Jacobson
City Clerk

I HEREBY CERTIFY that the foregoing resolution was duly adopted by the City Council of the City of West Des Moines, Iowa, at a regular meeting held on July 23, 2018, by the following vote:

ATTEST:

Ryan T. Jacobson
City Clerk

**Exhibit A
Conditions of Approval**

1. City Council granting a waiver from City Code (Section 9-14-11 B1d) stating no single wall face shall be greater than six feet (6') in height without terraces to break up the wall expanse.
2. The applicant acknowledging and agreeing to ensure consistency in the pattern of the concrete forms and fasteners utilized for the concrete retaining walls.

CITY OF WEST DES MOINES CITY COUNCIL MEETING COMMUNICATION

ITEM: First Reading of Proposed Ordinance to Amend Title 4, Chapter 5
of the Municipal Code to Adjust Solid Waste Collection Fees

DATE: July 23, 2018

FINANCIAL IMPACT: Additional revenue will be generated each fiscal year in an amount needed to balance the fund against anticipated expenditures. The City's Solid Waste Enterprise Fund revenue is used primarily to offset expenses paid to Des Moines Metro Waste Authority (MWA) for solid waste and recycling collection and disposal services, and expenses paid to the West Des Water Works (WDM WW) for billing services. The fund currently has a positive fund balance but absent the proposed rate adjustment, the City projects to lose approximately \$121,000 in the current fiscal year. The new rates will allow the City to recover all costs.

With the new rates being proposed, an individual homeowner using the traditional 96 gallon waste and recycling containers will see his/her cost for service increase by a total of \$8.76 per year. It is proposed that the new rates take effect September 1, 2018.

BACKGROUND: The City has not adjusted its solid waste collection rate since December 2010. This adjustment approximately coincided with the time the service was transitioned to a regional approach with MWA taking the lead in administering the solid waste contract. At the time of the transition, the City was able to generate additional cash for the Solid Waste Enterprise Fund by selling the City-owned vehicles and trash containers. In addition, in 2010 the solid waste rates were adjusted high enough to allow for a small surplus in the fund each year.

Eventually, over the subsequent period of years due to inflation, the rates charged to the City by MWA now exceed the rates charged by the City to residents. As a result, the Solid Waste Fund is being depleted each year. The fund balance is currently at an appropriate reserve level, so staff is recommended that rates now be adjusted to more accurately reflect costs being charged against the fund. Barring any unforeseen expenditures against the fund, if the new rates are adopted, the fund balance should remain adequate for several years.

The current and proposed rates are summarized as follows:

<u>48 Gallon Cart</u>	<u>Current</u>	<u>Proposed</u>
Per Month	\$10.55 / mo.	\$11.50 / mo.
Ea. Additional Cart	\$ 7.05	\$ 7.50
<u>96 Gallon Cart</u>	<u>Current</u>	<u>Proposed</u>
Per Month	\$11.25 / mo.	\$12.00 / mo.
Ea. Additional Cart	\$ 7.75	\$ 8.00

Council may note that the rates presented by staff at the Council subcommittee meeting were slightly lower than those being recommended. This difference is due to two factors – (1) the (\$0.30) fee charged by WDM WW was inadvertently omitted from the rates discussed by the subcommittee, and (2) subsequent to the committee discussion, WDM WW staff recommended that all fees be rounded to the nearest \$0.05 for ease of customer presentation and for simpler programming within their system.

Finally, staff is proposing a change to the methodology for prorating fees when a customer moves in-or-out of their household mid-month. Currently the ordinance allows for ½ month proration only, and staff is proposing that the fees be prorated based on each day of service. The WDM WW billing software is able to accommodate this change.

OUTSTANDING ISSUES: None

RECOMMENDATION: Approve the First Reading of the proposed Ordinance to adjust Solid Waste Collection fees with an effective date of September 1, 2018.

Lead Staff Member: Tim Stiles, Finance Director *[Signature]*

STAFF REVIEWS

Department Director	
Appropriations/Finance	
Legal	<i>JTBW</i>
Agenda Acceptance	<i>RTG</i>

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Finance & Administration		
Date Reviewed	June 13, 2018		
Recommendation	<u>Yes</u>	No	Split

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY CODE OF THE CITY OF WEST DES MOINES, IOWA, BY AMENDING TITLE 4, HEALTH AND SAFETY REGULATIONS, CHAPTER 5, ARTICLE C PERTAINING TO SOLID WASTE COLLECTION CHARGES

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

SECTION 1. Title 4, Chapter 5, Article C, Section 3 – MONTHLY CHARGES, and Section 4 – PRORATION OF CHARGES, are hereby amended to read as follows:

4-5C-3 MONTHLY CHARGES: There is herewith imposed a solid waste collection and disposal fee as follows applicable to each residential unit for solid waste collected by the city approved contractor:

48 gallon cart - ~~\$10.55~~ \$11.50 per month
96 gallon cart - ~~\$11.25~~ \$12.00 per month

Charges for collection of additional carts shall be as follows:

48 gallon cart - ~~\$7.05~~ \$7.50 per month
96 gallon cart - ~~\$7.75~~ \$8.00 per month

These charges shall be made on all bills mailed by West Des Moines Water Works on and after the effective date hereof. Additional charges may also be imposed for changing cart size. The collection agent for the city shall be the West Des Moines Water Works which shall provide for solid waste charges to be listed upon its regular billing statement and collected in the same manner as water and sanitary sewer fees. Billing for the change in container size shall be made in the billing cycle following the change. All charges imposed herein shall be due and payable upon receipt of the billing.

4-5C-4 PRORATION OF CHARGES: The service availability charge shall be prorated according to the ratio of the number of days for which solid waste collection service was available to a customer at a premises and the total number of days in the month.

~~Any occupancy occurring before the 15th day of any month shall be treated as an entire month for the purpose of any charges levied herein. Any occupancy which occurs on or after the 15th of any calendar month, shall be prorated and charged as one-half (1/2) month for purposes of this Article. No charges shall be~~

ORDINANCE NO. _____

~~prorated in any increment of less than one-half (1/2) month.
Charges shall not be prorated for termination of service.~~

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 23th day of July, 2018.

Steven K. Gaer
Mayor

ATTEST:

Ryan Jacobson, City Clerk

Published in the Des Moines Register on _____

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

ITEM:

DATE: July 23, 2018

First reading of proposed Ordinance to amend Title 4, Chapter 6, Section 6 of the Municipal Code to remove the licensing requirements for haulers of municipal recycling.

FINANCIAL IMPACT:

This proposed Ordinance amendment should have little financial impact to the City.

BACKGROUND:

In April 2018, the City Council removed the ordinance requirement that solid waste haulers obtain a permit from the City. In particular, the City repealed West Des Moines Code section 4-5-5. The City also needs to address the reference to West Des Moines Code section 4-5-5 found in West Des Moines Code section 4-6-6 that references municipal recycling. City staff recommends similarly repealing West Des Moines Code section 4-6-6 for consistency and clarification purposes. The same justifications for removing the license requirement for solid waste haulers also apply to recyclable material collection. Due to the fact that this ordinance amendment will address a reference to a City Code provision that no longer exists, this matter was not brought before the Public Services City Council subcommittee.

OUTSTANDING ISSUES (if any): None

RECOMMENDATION:

It is recommended that the City Council approve the first reading of this proposed Ordinance.

Lead Staff Member: Bret Hodne, Public Services Director

STAFF REVIEWS

Department Director	
Appropriations/Finance	
Legal	Jason B. Wittgraf, Assistant City Attorney <i>JBW</i>
Agenda Acceptance	<i>RTJ</i>

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	
Date Reviewed	
Recommendation	

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY CODE OF THE CITY OF WEST DES MOINES, IOWA, 2014, BY AMENDING TITLE 4, "HEALTH AND SAFETY REGULATIONS", CHAPTER 6, "MUNICIPAL RECYCLING", SECTION 6, "LICENSE APPLICATION, TERM, REVOCATION"

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

SECTION 1: Title 4, Chapter 6, Section 6 is hereby amended by deleting the following strike through text in its entirety and this ordinance section shall be considered repealed.

4-6-6: LICENSE APPLICATION, TERM, REVOCATION:

~~All licenses shall be issued by the City Clerk's office in compliance with Section 4-5-5 of the City Code and shall be approved in accordance with the following:~~

~~A. Licenses for the collection of solid waste and/or designated recyclable materials may be issued only to those persons who can provide satisfactory evidence they are capable of providing the necessary services and can comply with the provisions and intent of this Chapter. The City reserves the right to disapprove any application for license for just cause.~~

~~B. Every applicant, before being granted a designated recyclable materials collection license or a solid waste license, shall submit proof that all said materials will be transported in vehicles that are tarped, covered or closed and that the materials being transported are not capable of blowing or falling out or away from the transporting vehicle.~~

SECTION 2. REPEALER. All Ordinances or parts of Ordinances in conflict with the provision of this Ordinance are hereby repealed.

SECTION 3. SAVINGS CLAUSE. If any section, provision, sentence, clause, phrase, or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any provision, section, subsection, sentence, clause, phrase, or part hereof not adjudged invalid or unconstitutional.

SECTION 4. EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage, adoption, and publication as required by law.

PASSED AND APPROVED this _____ day of _____, 2018.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

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

DATE: July 23, 2018

ITEM:

Motion – Approval of Traffic Code Amendment
Special Stops Required
South 34th Street and Valley View Drive

First Reading

FINANCIAL IMPACT:

None.

BACKGROUND:



Staff has investigated the uncontrolled intersection of South 34th Street and Valley View Drive for stop sign installation. Development in the area has created a street connection for the east leg of the intersection resulting in the recommendation for the installation of stop signs on the east-west approaches of Valley View Drive at South 34th Street.

RECOMMENDATION:

City Council Approve:
-Motion approving First Reading.

Lead Staff Member: Jim Dickinson, P.E. 

STAFF REVIEWS

Department Director	Bret Hodne, Public Services Director 
Appropriations/Finance	
Legal	
Agenda Acceptance	

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Services		
Date Reviewed	July 16, 2018		
Recommendation	Yes	No	Split

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY CODE OF THE CITY OF WEST DES MOINES, IOWA, 2014, BY AMENDING PROVISION PERTAINING TO THE TRAFFIC CODE RELATING TO OFFICIAL TRAFFIC CONTROLS.

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

SECTION 1. TITLE 6: (MOTOR VEHICLE AND TRAFFIC) CHAPTER 9: SECTION 6-9-3-1: SPECIAL STOPS REQUIRED: is hereby amended by modifying the following:

Add:		
<u>Street</u>	<u>Vehicles Traveling</u>	<u>Shall Stop At</u>
Valley View Drive		34 th (South) Street

SECTION 2. REPEALER. All ordinances or parts of ordinances in conflict with the provision of this ordinance are hereby repealed.

SECTION 3. SEVERABILITY. If any section, provisions, sentence, clause, phrase or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any provision, section, subsection, sentence, clause, phrase or part hereof not adjudged invalid or unconstitutional.

SECTION 4. VIOLATION. Any person who violates the provisions of this Ordinance, upon conviction, shall be punished not in excess of a \$100 plus applicable surcharge and court costs.

SECTION 5. WHEN EFFECTIVE. This ordinance shall be in full force and effect from and after its passage, adoption, and publications as required by law.

PASSED AND APPROVED this _____ day of _____, 2018.

Steven K. Gaer, Mayor

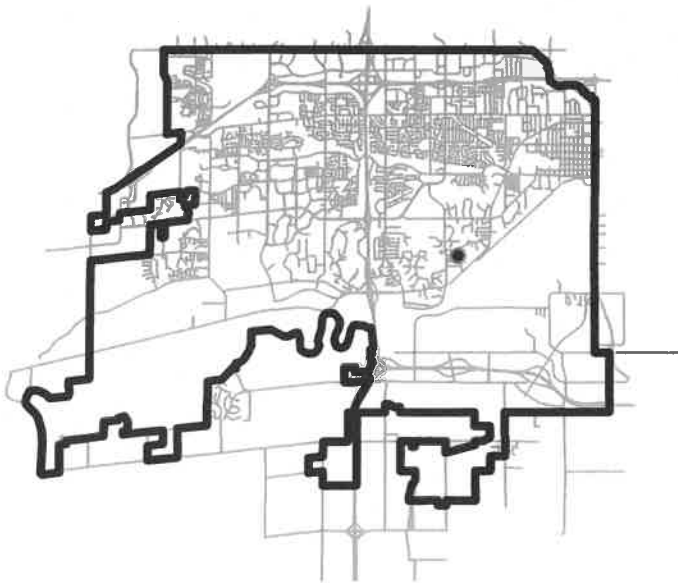
ATTEST:

Ryan T. Jacobson
City Clerk

Published in the Des Moines Register this _____ day of _____, 2018.



VICINITY MAP



LEGEND

PROJECT LOCATION ●



DEPARTMENT OF PUBLIC WORKS
 ENGINEERING DIVISION
 560 S. 16TH STREET (515)222-3475
 WEST DES MOINES, IOWA 50265
 FAX NO. (515)222-3478

PROJECT: **Approval of Traffic Code Amendment
 Special Stops Required**

LOCATION: **S. 34th Street and Valley View Drive**

DRAWN BY: REF

DATE: 7/23/2018

SHT. 1 OF 1