

CITY OF WEST DES MOINES

COUNCIL AGENDA

date: August 20, 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**
 - a. Presentation of Telly Award - "Go West" Video
4. **Consent Agenda**
 - a. Motion - Approval of Minutes of August 6, 2018 Meeting
 - b. Motion - Approval of Bill Lists
 - c. Motion - Approval of Liquor Licenses:
 1. 515 bar&grill, LLC d/b/a 515 bar&grill, 165 South Jordan Creek Parkway, Suite 120 & 125 - Class LC Liquor License with Sunday Sales and Outdoor Service - Renewal
 2. Embassy Club West, LLC, d/b/a Embassy West - Class LC Liquor License with Carryout Wine, Sunday Sales, Outdoor Service, and Catering Privileges - Renewal
 3. Fox Brewing, LLC d/b/a Fox Brewing, 103 South 11th Street - Class B Beer Permit with Sunday Sales, Brew Pub, High Proof Brew Pub, and Outdoor Service Privileges - Renewal
 4. G.O.C.C. Investments, LLC, d/b/a Glen Oaks Country Club, 1401 Glen Oaks Drive - Class LC Liquor License with Carryout Wine, Sunday Sales, Outdoor Service, and Catering Privileges - Renewal
 5. Fall Foods, Inc., d/b/a Godfathers Pizza, 5919 Ashworth Road - Class B Beer Permit with Sunday Sales - Renewal
 6. KRG JCS, LLC d/b/a Joe's Crab Shack #10739, 130 South Jordan Creek Parkway - Class LC Liquor License with Sunday Sales and Outdoor Service - Renewal
 7. Mac Shack, LLC d/b/a Mac Shack, 1551 Valley West Drive, Suite 253 - Class LC Liquor License with Sunday Sales - New

- 8. Miranda Family Corporation d/b/a Mi Patria, 1410 22nd Street - Class LC Liquor License - New
- 9. International Event Center, Inc., d/b/a Val Air, 301 Ashworth Road - Class LC Liquor License Extension of Outdoor Service - September 2-5, 2018
- d. Motion - Approval of Special Event Lane Closures:
 - 1. Giles Street Block Party, August 25, 2018
 - 2. Taste of the Junction Multicultural Festival, September 1, 2018
- e. Motion - Approval of Parking on School Property Grass - 2018 Valley Stadium Football Games
- f. Motion - Approval to Sell Surplus City Equipment
- g. Motion - Acceptance of Byrne-JAG Law Enforcement Grant
- h. Motion - Approval of Professional Services Agreement - Hidden Point Park
- i. Resolution - Approval of Official Depositories
- j. Resolution - Accept Purchase of Equipment - Advanced Technology Traffic Signal Detector Units at Four Intersections
- k. Resolution - Completion of Work - East Area Traffic Adaptive Signal System
- l. Resolution - Approval of Deer Management Zones:
 - 1. 1715 SE Walnut Woods Drive
 - 2. 2220 South 92nd Street
- m. Resolution - Accept Work - Raccoon River Drive over Sugar Creek Bridge Replacement
- n. Resolution - Approval of Professional Services Agreements:
 - 1. Valley Junction Master Planning
 - 2. Nature Lodge HVAC Replacement, Roof Repairs and Exterior Improvements
 - 3. City Wide Facility Space Planning
 - 4. South Jordan Creek Parkway - Grand Avenue to Raccoon River Drive
 - 5. Cedar Ridge Sewer Extension
- o. Resolution - Approval of Amended 28E Agreement - Westside Fire Station
- p. Resolutions - Approval of Dissolution of Lot Tie Agreement and Approval and Acceptance of Ingress/Egress Cross Access and Shared Parking Agreement - Country Club Dental, 1025 and 1035 60th Street

5. Old Business

- a. Grand Avenue Trail - Jordan Creek to Fuller Road - City Initiated (Continued from June 11, 2018, June 25, 2018 and August 6, 2018)
 - 1. Resolution - Establish Just Compensation and Approve Acquisition of Property
 - 2. Resolution - Approval of Alignment of the Grand Avenue Trail - Jordan Creek to Fuller Road

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

- a. Boone Farm, 1809 South 50th Place - Amend the Comprehensive Plan Land Use Map from Medium Density Residential to Low Density Residential and Rezone the Property from Residential Medium Density to Residential Estate - Berniece M. Boone Charitable Trust
 - 1. Resolution - Approval of Comprehensive Plan Amendment
 - 2. Ordinance - Approval of First Reading
- b. Amendment #3 to Alluvion Urban Renewal Area - City Initiated
 - 1. Resolution - Approval of Urban Renewal Plan Amendment
- c. Amendment #2 to Osmium Urban Renewal Area - City Initiated
 - 1. Resolution - Approval of Urban Renewal Plan Amendment
- d. 2018-19 FY Operating and Capital Budget - Amendment #1 - City Initiated
 - 1. Resolution - Approval of Budget Amendment #1
- e. Issuance of Not to Exceed \$15,400,000 General Obligation Urban Renewal Bonds - City Initiated
 - 1. Resolution - Instituting Proceedings to Take Additional Action
- f. Ashworth Road Reconstruction - I-80 to 98th Street - City Initiated
 - 1. Resolution - Approval of Acquisition of Agricultural Property
- g. Veterans Parkway - SE 50th Street to SW 60th Street - City Initiated
 - 1. Resolution - Approval of Plans and Specifications
 - 2. Motion - Receive and File Report of Bids
 - 3. Resolution - Award Contract
- h. Public Services Fueling Facility Modifications - City Initiated
 - 1. Resolution - Approval of Plans and Specifications
 - 2. Motion - Receive and File Report of Bids
 - 3. Resolution - Reject All Bids

7. New Business

- a. Gilbert and Cook Parking Waiver, 5058 Grand Ridge Drive - Waive 12 of the Required 67 Parking Spaces - Chris Cook
 - 1. Resolution - Approval of Minor Modification
- b. Deerr Property, 6225 Brookview Drive - Request to Waive Sewer Capital Charge and Direct Sewer Connection Requirement
 - 1. Resolution - Approval of Waiver of Direct Connection Requirement
 - 2. Resolution - Approval of Waiver of Sewer Capital Charge
- c. Agreement for Private Development - Chayse Holdings, LLC
 - 1. Resolution - Approval of Agreement

- d. Funding Allocations for City-Wide Housing Programs - City Initiated
 - 1. Motion - Approval of Direction to Staff on How to Proceed

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.

August 6, 2018

West Des Moines City Council Proceedings
Monday, August 6, 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, August 6, 2018 at 5:30 PM. Council members present were: R. Hardman, J. Mickelson, J. Sandager, K. Trevillyan, and R. Trimble.

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

Vote 18-485: Hardman, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

On Item 2. Public Forum

Tim Sickel, 405 2nd Street, expressed appreciation to the City for its response during the recent rain event on June 30th.

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

Jim Romar, West Des Moines Police Benevolent Association, stated the two-year anniversary of Police Sergeant Shawn Miller's death was August 3rd. He expressed appreciation to the Mayor and Council for recognizing him with a proclamation and their support for the Sergeant Shawn Miller Memorial Bridge.

Council member Trimble reported the Finance and Administration Subcommittee met and discussed funding options for the proposed Central Iowa All Sports and Events Complex project, how to allocate funds for affordable housing, and a forthcoming budget amendment. He reported he also attended a meeting of the Public Safety Subcommittee, where discussion was held on the potential termination of the 28E agreement with the City of Clive regarding the shared use of Public Safety Station 22.

Council member Mickelson expressed appreciation to West Des Moines Water Works for its responsiveness during a recent water main break incident.

Council member Hardman commended the Parks and Recreation Department for organizing a series of ice cream social over the past several weeks. She also served at the City's employee recognition luncheon, and she expressed appreciation to all City staff for all the work they do to make West Des Moines a great city. She reported she also attended a meeting of the Development and Planning Subcommittee, where discussion was held on the monument sign ordinance and the recommendations of the housing needs assessment. She also met with residents impacted by the proposed Grand Avenue Trail project.

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City Manager Tom Hadden stated information on the proposed Central Iowa All Sports and Events Complex project can be found on the City's website. He also stated a steering committee has been established for that project, which will be chaired by Gerry Neugent of Knapp Properties and Council members Trimble and Hardman. He also reported the "Battle of the Burbs" run/fundraiser was held this past weekend, hosted by NCMIC Insurance Company, and West Des Moines had the highest number of participants of the communities included.

On Item 4. Consent Agenda.

Council members pulled Items 4(e) and 4(s) for discussion. It was moved by Trimble, second by Trevillyan to approve the consent agenda as amended.

- a. Approval of Minutes of July 23, 2018 Meeting
- b. Approval of Bill Lists
- c. Approval of Liquor Licenses:
 1. Master of None, LLC d/b/a Barn Town Brewing, 9500 University Avenue, Suite 1110 - Class BB Beer Permit with Sunday Sales and Outdoor Service - New
 2. Five K Enterprises, LLC d/b/a Brazil Terra Grill, 2800 University Avenue, Suite 405 - Class LC Liquor License with Outdoor Service and Catering Privileges - New
 3. Pepe's, Inc. d/b/a Cabo Sol Mexican Food, 5010 Mills Civic Parkway, Suite 100 - Class LC Liquor License with Sunday Sales - Renewal
 4. Casey's Marketing Company, d/b/a Casey's General Store #2150, 2125 Grand Avenue - Class BC Beer Permit with Sunday Sales - Renewal
 5. Chipotle Mexican Grill of Colorado d/b/a Chipotle Mexican Grill, 490 South 68th Street, Suite 110 - Class LC Liquor License with Sunday Sales and Outdoor Service - Renewal
 6. Frank's Divine Pie 8950, d/b/a Gusto Pizza Company, 8950 University Avenue - Class BW Permit with Sunday Sales and Outdoor Service - Renewal
 7. Hometown Pizza, LLC d/b/a Hometown Pizza, 1960 Grand Avenue - Class BB Beer Permit with Sunday Sales - Renewal
 8. Hy-Vee, Inc. d/b/a Hy-Vee Market Cafe #2, 1990 Grand Avenue (Cafe Area) - Class LC Liquor License with Sunday Sales - Renewal
 9. Hy-Vee, Inc. d/b/a Hy-Vee Market Cafe #3, 1725 Jordan Creek Parkway (Cafe Area) - Class LC Liquor License with Sunday Sales - Renewal
 10. Jethro's Bacon Bacon, Inc., d/b/a Jethro's BBQ n'Bacon Bacon, 1480 22nd Street - Class LC Liquor License with Sunday Sales, Outdoor Service, and Catering Privileges - Renewal
 11. Richman Enterprises, LLC, d/b/a Krueger BP, 1272 8th Street - Class BC Beer Permit - Renewal
 12. Trader Joe's East, Inc. d/b/a Trader Joe's #721, 6305 Mills Civic Parkway - Class BC Beer Permit with Carryout Wine and Sunday Sales - Renewal

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13. Twin Restaurant Des Moines, LLC d/b/a Twin Peaks, 4570 University Avenue - Class LC Liquor License with Sunday Sales and Outdoor Service - Renewal
14. Stu's Petroleum, d/b/a Valley West Corner Store, 1400 Valley West Drive - Class BC Beer Permit with Carryout Wine and Sunday Sales - Renewal
- d. Approval of Revised 2018-19 Committee and Other Assignments
- f. Approval to Sell Surplus City Equipment
- g. Approval to Purchase Emergency Vehicle Preemption Equipment
- h. Approval of Memorandum of Agreement - DMARC Food Pantry
- i. Approval of Professional Services Agreement - Document Scanning
- j. Approval of Amendment No. 1 to Professional Services Agreement - Valley Junction Alley Improvements, Phase 5
- k. Approval of Change Orders:
 1. Veterans Parkway, SW Wild Rose Lane to SW Grand Prairie Parkway, #5
 2. Woodland Hills Park Tennis and Basketball Courts, #2
- l. Accept Work - South 60th Street Improvements, Phase 1
- m. Accept Public Improvements - The Parkways Hy-Vee Sanitary Sewer
- n. Approval of Professional Services Agreements:
 1. Public Services Facility Salt Storage Building Maintenance
 2. Public Safety Station #21 and Library Generator Replacements
 3. Public Safety Facilities Exhaust Hood Fire Suppression Study
 4. Library Interior Renovation Study
 5. Valley Junction Activity Center Remodel Phase 3
 6. Raccoon River Park Concessions Remodel and Valley View Aquatic Center HVAC Replacement Study
 7. Holiday Park and Valley View Aquatic Centers Facility Assessments
 8. Booneville Road Reconstruction - South 88th Street to west of South 100th Street
 9. South 88th Street and Mills Civic Parkway Reconstruction
 10. Grand Avenue Reconstruction, east of I-35 and Trail west of I-35
 11. Fuller Road Concept Study - South 16th Street to South 19th Street
 12. City Entrance Enhancements - Level 1
 13. Traffic Signal - Grand Avenue and Raccoon River Park Entrance
 14. Central Iowa All Sports and Events Complex
- o. Approval of 28E Agreements:
 1. Section 8 Housing - City of Des Moines Municipal Housing Agency
 2. Metropolitan Advisory Council Homeland Security Services - City of Des Moines
- p. Establish Public Hearing - Issuance of Not to Exceed \$15,400,000 General Obligation Urban Renewal Bonds
- q. Approval and Acceptance of Storm Water Facility Maintenance Covenant and Permanent Easement Agreement - Westfield Office Building, 1080 Jordan Creek Parkway
- r. Approval and Acceptance of Public Utility Easements - Kings Landing Plat 2

Vote 18-486: Hardman, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

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On Item 4(e) Approval to Advertise and Receive Bids for the Sale of City-Owned Property Located at 4097 High Street

Council member Trevillyan inquired if these properties will be open for anybody from the public to bid on.

City Attorney Dick Scieszinski responded yes, anybody from the public will be able to bid on these properties.

It was moved by Trevillyan, second by Sandager to approve Item 4(e) Approval to Advertise and Receive Bids for the Sale of City-Owned Property Located at 4097 High Street.

Vote 18-487: Hardman, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

On Item 4(s) Proclamation - Recognition of Broc Everett

It was moved by Sandager, second by Hardman to approve Item 4(s) Proclamation - Recognition of Broc Everett.

Vote 18-488: Hardman, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

Mayor Gaer read Proclamation - Recognition of Broc Everett

Broc Everett expressed appreciation to the Mayor and Council for recognizing his accomplishments. He also stated he is very proud to be from West Des Moines.

On Item 5(a) Somerfield, southeast corner of Mills Civic Parkway and South 50th Street - Amend the Planned Unit Development (PUD) to Modify Buffer Park Regulations, initiated by Somerfield, southeast corner of Mills Civic Parkway and South 50th Street - Amend the Planned Unit Development (PUD) to Modify Buffer Park Regulations

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

Maureen Barton, 4931 Fieldstone Drive, requested City Council approval to reduce the buffer to allow a fence to be constructed four feet from the sidewalk. She noted there are many homes around the city with fences that close to the sidewalk, so she believes a precedent has already been set to allow it.

Linda Schemmel, Development Coordinator, reported planning staff and the City's urban forester met on site with the owner and fence contractor, and found multiple feasible locations where a fence could be installed, including 10 feet from the sidewalk and several locations

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within the range of 16 to 30 feet from the sidewalk. Staff expressed concerns about the requested four-foot distance, as it would destroy valuable shrubs that add to the buffer. She also stated a 15-foot setback would be consistent with how the City has applied the fence ordinance for other corner lots within the city.

Vote 18-489: Hardman, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

The City Clerk read the preamble to the ordinance.

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

Vote 18-490: Hardman, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

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

Vote 18-491: Hardman, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

On Item 5(b) Amendment to City Code - Title 4 (Health and Safety Regulations), Chapter 5C (Solid Waste Control) - Modifications to Fees and Charges, initiated by the City of West Des Moines

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

Vote 18-492: Hardman, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

The City Clerk read the preamble to the ordinance.

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

Vote 18-493: Hardman, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

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

Vote 18-494: Hardman, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

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

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

Vote 18-495: Hardman, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

The City Clerk read the preamble to the ordinance.

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

Vote 18-496: Hardman, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

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

Vote 18-497: Hardman, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

On Item 5(d) Amendment to City Code - Title 6 (Motor Vehicles and Traffic), Chapter 9 (Traffic Schedules), Section 3 (Special Stops Required) - South 34th Street and Valley View Drive, initiated by the City of West Des Moines

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

Vote 18-498: Hardman, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

The City Clerk read the preamble to the ordinance.

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

Vote 18-499: Hardman, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

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

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Vote 18-500: Hardman, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

On Item 5(e) Grand Avenue Trail - Jordan Creek to Fuller Road, initiated by the City of West Des Moines (Continued from June 11, 2018 and June 25, 2018)

Mayor Gaer noted Council member Trimble had suggested this item be continued two weeks to allow for further discussion with the property owners.

It was moved by Trimble, second by Hardman to adopt Motion - Continue Item 5(e) Grand Avenue Trail to August 20, 2018.

Vote 18-501: Hardman, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

On Item 6(a) Mayor Gaer indicated this was the time and place for a public hearing to consider Amendment #7 to the Amended and Restated Mills Parkway Urban Renewal Area (Subdistricts 7 and 9), initiated by the City of West Des Moines. He asked for the date the notice was published and the City Clerk indicated the notice was published on July 27, 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 Trimble, second by Trevillyan to adopt Resolution - Approval of Urban Renewal Plan Amendment.

Vote 18-502: Hardman, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

On Item 6(b) Mayor Gaer indicated this was the time and place for a public hearing to consider Agreement for Private Development, initiated by Ballenger Real Estate, LLC (Continued from July 23, 2018). He asked for the date the notice was published and the City Clerk indicated the notice was published on July 13, 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 stated this agreement was previously considered by the Council, but failed on a 2-2 vote with Council member Sandager absent. Council member Trimble, as a member of the prevailing side on that vote, requested the item come back for reconsideration with the full Council present.

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

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

Vote 18-503: Hardman, Mickelson, Sandager ...3 yes
Trevillyan, Trimble ... 2 no

Motion carried.

Council member Sandager stated he spoke with a realtor about the difficulty in getting this property developed, and the realtor confirmed that the only reason these development projects are moving forward is because of the City's property tax rebate program.

On Item 6(c) Mayor Gaer indicated this was the time and place for a public hearing to consider Agreement for Private Development, initiated by LTR Pointe Properties, LLC (Continued from June 11, 2018, June 25, 2018, July 9, 2018, and July 23, 2018). He asked for the date the notice was published and the City Clerk indicated the notice was published on June 1, 2018 in the Des Moines Register. Mayor Gaer asked if any written comments had been received. The City Clerk stated.

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

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

Vote 18-504: Hardman, Mickelson, Sandager ...3 yes
Trevillyan, Trimble ... 2 no

Motion carried.

Council member Hardman stated she had conversations with both business owners, and she believes these development projects serve the intended purpose of the property tax rebate program.

Council member Trevillyan noted the property tax rebate program's rules clearly state a project is not eligible if construction has started prior to submitting an application, therefore he does not support property tax rebates being awarded for these two projects because the applicants did not comply with that rule.

On Item 6(d) Mayor Gaer indicated this was the time and place for a public hearing to consider Walnut Creek Outfall - Project 2, initiated by the City of West Des Moines. He asked for the date the notice was published and the City Clerk indicated the notice was published on July 27, 2018 in the Des Moines Register. Mayor Gaer asked if any written comments had been received. The City Clerk stated none had been received.

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

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

Vote 18-505: Hardman, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

On Item 6(e) Mayor Gaer indicated this was the time and place for a public hearing to consider Florer Park Site Improvements, initiated by the City of West Des Moines. He asked for the date the notice was published and the City Clerk indicated the notice was published on July 27, 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 Trimble, second by Hardman to adopt Resolution - Approval of Plans and Specifications, Motion to Receive and File Report of Bids, and Resolution - Award Contract to Caliber Concrete.

Council member Trimble inquired about the importance of the add alternate for this project, which staff is not recommending for inclusion.

Sally Ortgies, Parks and Recreation Director, responded the add alternate for a new drinking fountain in the park would have been nice to have, but the existing drinking fountain works and replacing it would require significant underground work. Staff is recommending not including the add alternate to keep the project under budget.

Vote 18-506: Hardman, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

On Item 6(f) Mayor Gaer indicated this was the time and place for a public hearing to consider 2017 Guardrails Program, initiated by the City of West Des Moines. He asked for the date the notice was published and the City Clerk indicated the notice was published on July 27, 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.

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

Vote 18-507: Hardman, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

On Item 7 - New Business: no items

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

On Item 9 - Other Matters

Council member Trimble thanked staff and commended them for doing research and providing information to the Council to help them make informed decisions.

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

Respectfully submitted,

Ryan T. Jacobson, CMC
City Clerk

ATTEST:

Steven K. Gaer, Mayor

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4(b)

CITY OF WEST DES MOINES
CITY COUNCIL ACTION ITEM

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

Regular Bi-Weekly Claims	08/20/18		\$ 4,956,453.40
			Total \$ Amount
EFT Claims	08/20/18		\$ 1,460,371.44
			Total \$ Amount
Control Pay	08/20/18		\$ 192,451.27
			Total \$ Amount
End of Month & Off-Cycle	07/24/18 to 09/03/18		\$ 412,321.15

Approved by the West Des Moines City Council
this 20th day of August, 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: 08/20/2018

Type	Date	Number Source	Payee Name	Transaction Amount
Bank Account: WB VENDOR DISB - WB Vendor Disbursement				
Check	08/20/2018	309143 Accounts Payable	ABSOLUTE CONCRETE CONSTRUCTION	91,488.20
Check	08/20/2018	309144 Accounts Payable	ABSOLUTE PROPERTY SERVICES	904.75
Check	08/20/2018	309145 Accounts Payable	ACME TOOLS-DES MOINES	199.00
Check	08/20/2018	309146 Accounts Payable	AGRILAND FS INC	255.20
Check	08/20/2018	309147 Accounts Payable	ALLIANCE CONSTRUCTION GROUP LLC	406,524.28
Check	08/20/2018	309148 Accounts Payable	AMERICAN SECURITY LLC	5,804.25
Check	08/20/2018	309149 Accounts Payable	ASCHEMAN , PHILIP	1,380.00
Check	08/20/2018	309150 Accounts Payable	ASSOCIATED COMPUTER SYSTEMS LLC	205.00
Check	08/20/2018	309151 Accounts Payable	AT&T MOBILITY	775.21
Check	08/20/2018	309152 Accounts Payable	BARLEYBAY LLC	750.00
Check	08/20/2018	309153 Accounts Payable	BASICLEIGH COMMUNICATIONS LLC	2,002.50
Check	08/20/2018	309154 Accounts Payable	BATTERIES PLUS BULBS #045	220.00
Check	08/20/2018	309155 Accounts Payable	BELLER DISTRIBUTING, LLC	386.70
Check	08/20/2018	309156 Accounts Payable	BENJAMIN DESIGN COLLABORATIVE	300.00
Check	08/20/2018	309157 Accounts Payable	BIG CHAIR LLC	300.00
Check	08/20/2018	309158 Accounts Payable	BJ STORAGE	150.00
Check	08/20/2018	309159 Accounts Payable	BOLTON & MENK INC	36,741.00
Check	08/20/2018	309160 Accounts Payable	BONNIE'S BARRICADES	162.40
Check	08/20/2018	309161 Accounts Payable	BOUND TREE MEDICAL LLC	1,051.26
Check	08/20/2018	309162 Accounts Payable	BRICK GENTRY BOWERS SWARTZ & LEVIS PC	560.00
Check	08/20/2018	309163 Accounts Payable	CAPPEL'S ACE HARDWARE	10.58
Check	08/20/2018	309164 Accounts Payable	CEDAR VALLEY CORPORATION LLC	500.00
Check	08/20/2018	309165 Accounts Payable	CENTRAL IOWA READY-MIX	2,822.00
Check	08/20/2018	309166 Accounts Payable	CENTURYLINK	15,414.83
Check	08/20/2018	309167 Accounts Payable	CITY OF DES MOINES	532,060.00
Check	08/20/2018	309168 Accounts Payable	COLE , LEE	880.00
Check	08/20/2018	309169 Accounts Payable	CONCRETE TECHNOLOGIES INC	403,360.56
Check	08/20/2018	309170 Accounts Payable	CONFLUENCE INC	7,734.13
Check	08/20/2018	309171 Accounts Payable	CONSTRUCTION & AGGREGATE PRODUCTS INC	13.00
Check	08/20/2018	309172 Accounts Payable	CONTRACTOR SALES AND SERVICE	617.10
Check	08/20/2018	309173 Accounts Payable	CORE STRUCTURAL SERVICES LLC	74,156.05

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
Check	08/20/2018	309174 Accounts Payable	CTI READY MIX LLC	3,679.75
Check	08/20/2018	309175 Accounts Payable	CUSTOM AWARDS	78.00
Check	08/20/2018	309176 Accounts Payable	DALLAS COUNTY RECORDER	1,151.00
Check	08/20/2018	309177 Accounts Payable	DAVIS BROWN LAW FIRM	1,806.00
Check	08/20/2018	309178 Accounts Payable	DAVIS BROWN LAW FIRM	140.00
Check	08/20/2018	309179 Accounts Payable	DE LAGE LANDEN	2,795.00
Check	08/20/2018	309180 Accounts Payable	DERVESH , AARUSHI	100.00
Check	08/20/2018	309181 Accounts Payable	DES MOINES GOLF & COUNTRY CLUB	176.55
Check	08/20/2018	309182 Accounts Payable	DICKEY , PHIL	3,130.00
Check	08/20/2018	309183 Accounts Payable	DIGITALCREATIVE4	100.00
Check	08/20/2018	309184 Accounts Payable	EARL MAY SEED AND NURSERY	649.55
Check	08/20/2018	309185 Accounts Payable	ELDER CORPORATION	422,809.22
Check	08/20/2018	309186 Accounts Payable	ELECTRICAL ENGINEERING & EQUIP	77.72
Check	08/20/2018	309187 Accounts Payable	ELSMORE SWIM SHOP	24.90
Check	08/20/2018	309188 Accounts Payable	EMBARKIT INC	5,943.75
Check	08/20/2018	309189 Accounts Payable	EMBLEM ENTERPRISES INC	315.78
Check	08/20/2018	309190 Accounts Payable	EMS TECHNOLOGY SOLUTIONS	459.00
Check	08/20/2018	309191 Accounts Payable	EMSLRC	20.00
Check	08/20/2018	309192 Accounts Payable	ENVIRONMENTAL PROPERTY SOLUTIONS INC	900.00
Check	08/20/2018	309193 Accounts Payable	ESO SOLUTIONS INC	4,241.50
Check	08/20/2018	309194 Accounts Payable	ETC INSTITUTE	1,445.60
Check	08/20/2018	309195 Accounts Payable	FASTENAL COMPANY	140.58
Check	08/20/2018	309196 Accounts Payable	FORD & GARLAND RADIO	125.00
Check	08/20/2018	309197 Accounts Payable	FORECAST PUBLIC ART	225.00
Check	08/20/2018	309198 Accounts Payable	FOX , BRIAN	750.00
Check	08/20/2018	309199 Accounts Payable	GATOR EXCAVATING INC	326,382.38
Check	08/20/2018	309200 Accounts Payable	GBA SYSTEMS INTEGRATORS LLC	4,495.00
Check	08/20/2018	309201 Accounts Payable	GENERAL TRAFFIC CONTROLS INC	96,320.00
Check	08/20/2018	309202 Accounts Payable	GRAYBAR ELECTRIC CO INC	1,157.46
Check	08/20/2018	309203 Accounts Payable	GREATER DES MOINES PARTNERSHIP	500.00
Check	08/20/2018	309204 Accounts Payable	GRIMES ASPHALT & PAVING	350.02
Check	08/20/2018	309205 Accounts Payable	HAHN , JENNIFER	328.22
Check	08/20/2018	309206 Accounts Payable	HAWKEYE TRUCK EQUIPMENT	2,898.00
Check	08/20/2018	309207 Accounts Payable	HDR ENGINEERING INC	19,697.48

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Type	Date	Number Source	Payee Name	Transaction Amount
Check	08/20/2018	309208 Accounts Payable	HERBERGER CONSTRUCTION	143,627.42
Check	08/20/2018	309209 Accounts Payable	HERITAGE MICROBIAL CONTROL LLC	650.00
Check	08/20/2018	309210 Accounts Payable	HOME DEPOT CREDIT SERVICES	422.24
Check	08/20/2018	309211 Accounts Payable	HP INC	860.00
Check	08/20/2018	309212 Accounts Payable	HUFF WELL LLC	399.00
Check	08/20/2018	309213 Accounts Payable	HY VEE INC	812.72
Check	08/20/2018	309214 Accounts Payable	INCENTIVE SERVICES INC	665.22
Check	08/20/2018	309215 Accounts Payable	INTIME SERVICES INC	8,064.00
Check	08/20/2018	309216 Accounts Payable	IOWA CUBS SPORTS TURF MNGT	24,055.00
Check	08/20/2018	309217 Accounts Payable	IOWA DEPARTMENT OF AGRICULTURE & LAND STEWARDSHIP	75.00
Check	08/20/2018	309218 Accounts Payable	IOWA DEPARTMENT OF TRANSPORTATION	3,715.34
Check	08/20/2018	309219 Accounts Payable	IOWA INTERSTATE RAILROAD LTD	412.17
Check	08/20/2018	309220 Accounts Payable	IOWA LAW ENFORCEMENT ACADEMY	64.00
Check	08/20/2018	309221 Accounts Payable	IOWA PRISON INDUSTRIES	2,952.44
Check	08/20/2018	309222 Accounts Payable	IOWA WALL SAWING INC	6,369.00
Check	08/20/2018	309223 Accounts Payable	ITERIS INC	825.00
Check	08/20/2018	309224 Accounts Payable	JACOBSEN AUTO BODY	1,828.88
Check	08/20/2018	309225 Accounts Payable	JAMAR TECHNOLOGIES INC	548.17
Check	08/20/2018	309226 Accounts Payable	JOHN HEMRY LLC	4,100.00
Check	08/20/2018	309227 Accounts Payable	JOHNSON CONTROLS LP- IL	6,386.35
Check	08/20/2018	309228 Accounts Payable	JORDAN CREEK EXECUTIVE CAR WASH	56.00
Check	08/20/2018	309229 Accounts Payable	KABEL BUSINESS SERVICES	1,136.80
Check	08/20/2018	309230 Accounts Payable	KALDENBERG'S PBS LANDSCAPING	2,258.75
Check	08/20/2018	309231 Accounts Payable	KJW DIVERSIFIED SERVICES	4,666.67
Check	08/20/2018	309232 Accounts Payable	KNESS SIGNS	502.00
Check	08/20/2018	309233 Accounts Payable	KRIENS PLUMBING & MECHANICAL CORP	200.00
Check	08/20/2018	309234 Accounts Payable	LANG CONSTRUCTION GROUP INC	52,295.63
Check	08/20/2018	309235 Accounts Payable	LANGUAGE LINE SERVICES	236.10
Check	08/20/2018	309236 Accounts Payable	LINK ASSOCIATES	1,360.00
Check	08/20/2018	309237 Accounts Payable	LOWE'S HOME CENTER INC	753.87
Check	08/20/2018	309238 Accounts Payable	MAILFINANCE	236.58
Check	08/20/2018	309239 Accounts Payable	MERCEDES-BENZ OF DES MOINES	54.56

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Type	Date	Number Source	Payee Name	Transaction Amount
Check	08/20/2018	309240 Accounts Payable	MERCY CLINICS INC	2,472.00
Check	08/20/2018	309241 Accounts Payable	MERCY WEST PHARMACY	1,314.63
Check	08/20/2018	309242 Accounts Payable	MITTERA GROUP	48,020.06
Check	08/20/2018	309243 Accounts Payable	MOHR CONSTRUCTION SERVICES LLC	43,097.70
Check	08/20/2018	309244 Accounts Payable	MOTOROLA	356,876.60
Check	08/20/2018	309245 Accounts Payable	MUNICIPAL COLLECTIONS OF AMERICA INC	4.00
Check	08/20/2018	309246 Accounts Payable	NESTINGEN INC	4,940.00
Check	08/20/2018	309247 Accounts Payable	NORTHERN ESCROW INC FBO SYNERGY CONTRACTING LLC	515,001.87
Check	08/20/2018	309248 Accounts Payable	NORTHERN TOOL & EQUIPMENT	462.94
Check	08/20/2018	309249 Accounts Payable	OSIS INC	675.00
Check	08/20/2018	309250 Accounts Payable	PALMER GROUP	3,360.00
Check	08/20/2018	309251 Accounts Payable	PEAK DISTRIBUTING	150.00
Check	08/20/2018	309252 Accounts Payable	PER MAR SECURITY	231.24
Check	08/20/2018	309253 Accounts Payable	PI MIDWEST	11,220.00
Check	08/20/2018	309254 Accounts Payable	PLUGUGLY CUSTOMS	200.00
Check	08/20/2018	309255 Accounts Payable	POLK COUNTY RECORDER	69.00
Check	08/20/2018	309256 Accounts Payable	POWERPLAN	187.61
Check	08/20/2018	309257 Accounts Payable	PROFESSIONAL DEVELOPERS OF IA	690.00
Check	08/20/2018	309258 Accounts Payable	Q3 CONTRACTING INC	52,766.79
Check	08/20/2018	309259 Accounts Payable	QUALITY TRAFFIC CONTROL INC	1,100.00
Check	08/20/2018	309260 Accounts Payable	RDG PLANNING & DESIGN	4,363.05
Check	08/20/2018	309261 Accounts Payable	RHINE GROUP FIREARMS	502.00
Check	08/20/2018	309262 Accounts Payable	ROBERT HALF TECHNOLOGY	2,762.24
Check	08/20/2018	309263 Accounts Payable	ROUNDED MINDS INC	500.00
Check	08/20/2018	309264 Accounts Payable	SCHEELS ALL SPORTS INC	479.92
Check	08/20/2018	309265 Accounts Payable	SCHILDBERG CONSTRUCTION CO	3,817.96
Check	08/20/2018	309266 Accounts Payable	SEDLACEK , BRENDA	50.00
Check	08/20/2018	309267 Accounts Payable	SHEKAR ENGINEERING PLC	42,445.29
Check	08/20/2018	309268 Accounts Payable	SM HENTGES & SONS INC	661,968.61
Check	08/20/2018	309269 Accounts Payable	SMITH'S SEWER SERVICE INC	80.00
Check	08/20/2018	309270 Accounts Payable	SPRINT	279.93
Check	08/20/2018	309271 Accounts Payable	STATE HYGIENIC LAB	19.50
Check	08/20/2018	309272 Accounts Payable	STIVERS FORD	48,170.00
Check	08/20/2018	309273 Accounts Payable	STORAGE MART 1052	340.98

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Type	Date	Number Source	Payee Name	Transaction Amount
Check	08/20/2018	309274 Accounts Payable	SYN-TECH SYSTEMS INC	2,550.00
Check	08/20/2018	309275 Accounts Payable	T&T SPRINKLER SERVICE, INC	687.40
Check	08/20/2018	309276 Accounts Payable	TECHNOLOGY ASSOCIATION OF IOWA	500.00
Check	08/20/2018	309277 Accounts Payable	THE CONCRETE COMPANY INC	23,336.75
Check	08/20/2018	309278 Accounts Payable	TRITECH SOFTWARE SYSTEMS	114,104.99
Check	08/20/2018	309279 Accounts Payable	TRIZETTO PROVIDER SOLUTIONS	326.26
Check	08/20/2018	309280 Accounts Payable	TRUE VALUE & V&S VARIETY STORE	333.70
Check	08/20/2018	309281 Accounts Payable	ULTIMATE AUTO WASH	661.10
Check	08/20/2018	309282 Accounts Payable	UNITED HEALTHCARE	228.99
Check	08/20/2018	309283 Accounts Payable	UNITED PARCEL SERVICE	12.51
Check	08/20/2018	309284 Accounts Payable	UNITYPOINT CLINIC	336.00
Check	08/20/2018	309285 Accounts Payable	UNITYPOINT HEALTH	130.00
Check	08/20/2018	309286 Accounts Payable	USPS-HASLER	2,000.00
Check	08/20/2018	309287 Accounts Payable	VANWALL EQUIPMENT	4,195.31
Check	08/20/2018	309288 Accounts Payable	VEENSTRA & KIMM INC	56,139.48
Check	08/20/2018	309289 Accounts Payable	VERTIV SERVICES INC	10,707.00
Check	08/20/2018	309290 Accounts Payable	VETTER EQUIPMENT	793.12
Check	08/20/2018	309291 Accounts Payable	VISION SERVICE PLAN	2,079.71
Check	08/20/2018	309292 Accounts Payable	WASTE CONNECTIONS INC	464.36
Check	08/20/2018	309293 Accounts Payable	WASTE SOLUTIONS OF IOWA	3,292.00
Check	08/20/2018	309294 Accounts Payable	WATCHGUARD VIDEO	37.00
Check	08/20/2018	309295 Accounts Payable	WEST DES MOINES COMM SCHOOLS - FACILITIES	2,868.75
Check	08/20/2018	309296 Accounts Payable	WEST DES MOINES POSTMASTER	1,210.00
Check	08/20/2018	309297 Accounts Payable	WEST DES MOINES WATER WORKS	137.93
Check	08/20/2018	309298 Accounts Payable	WEST UNIFIED COMMUNICATIONS SERVICES INC	13.82
Check	08/20/2018	309299 Accounts Payable	WESTWARD PROPERTIES LLC	10,081.40
Check	08/20/2018	309300 Accounts Payable	WEX BANK	1,721.91
Check	08/20/2018	309301 Accounts Payable	WHITE , KYLL JOSEPH	1,071.00
Check	08/20/2018	309302 Accounts Payable	WIEDMAN BACKHOE SERVICES	200.00
Check	08/20/2018	309303 Accounts Payable	YOUTH TECH INC	6,868.00
Check	08/20/2018	309304 Accounts Payable	ZIEGLER INC	106,497.29
Check	08/20/2018	309305 Accounts Payable	BOWEN , GARY	16,800.00
Check	08/20/2018	309306 Accounts Payable	DMACC	15.00
Check	08/20/2018	309307 Accounts Payable	HENRIKSEN CONTRACTING LLC	13,204.33

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Type	Date	Number Source	Payee Name	Transaction Amount	
Check	08/20/2018	309308	Accounts Payable	COMMERCIAL APPRAISERS OF IA	2,500.00
EFT	08/20/2018	2143	Accounts Payable	ARNOLD MOTOR SUPPLY LLP	864.72
EFT	08/20/2018	2144	Accounts Payable	BAUER BUILT	4,744.24
EFT	08/20/2018	2145	Accounts Payable	CENTERPOINT ENERGY SVCS RETAIL	2,829.19
EFT	08/20/2018	2146	Accounts Payable	DES MOINES ASPHALT & PAVING	324,196.00
EFT	08/20/2018	2147	Accounts Payable	EDGAR , DAVID	694.89
EFT	08/20/2018	2148	Accounts Payable	EMC RISK SERVICES	11,992.70
EFT	08/20/2018	2149	Accounts Payable	ENTENMANN ROVIN CO	1,595.40
EFT	08/20/2018	2150	Accounts Payable	EXCEL MECHANICAL INC	184,290.09
EFT	08/20/2018	2151	Accounts Payable	FBG SERVICE CORPORATION	2,798.00
EFT	08/20/2018	2152	Accounts Payable	FOTH INFRASTRUCTURE & ENVIRONMENT LLC	70,311.55
EFT	08/20/2018	2153	Accounts Payable	HYDRO KLEAN LLC	1,523.25
EFT	08/20/2018	2154	Accounts Payable	IOWA COMMUNITIES ASSURANCE POOL	5,213.07
EFT	08/20/2018	2155	Accounts Payable	IOWA WORKFORCE DEVELOPMENT	4,154.80
EFT	08/20/2018	2156	Accounts Payable	KECK INC	36,943.93
EFT	08/20/2018	2157	Accounts Payable	KELTEK INC	2,675.02
EFT	08/20/2018	2158	Accounts Payable	KIRKHAM MICHAEL & ASSOC	61,449.37
EFT	08/20/2018	2159	Accounts Payable	MCANINCH CORPORATION	595,662.14
EFT	08/20/2018	2160	Accounts Payable	MCCUBBIN , COURTNEY	130.00
EFT	08/20/2018	2161	Accounts Payable	MILES CAPITAL	5,841.45
EFT	08/20/2018	2162	Accounts Payable	NAPA	47.99
EFT	08/20/2018	2163	Accounts Payable	ONECK IT SOLUTIONS LLC	41,218.30
EFT	08/20/2018	2164	Accounts Payable	PARKER , SATONIUS	130.00
EFT	08/20/2018	2165	Accounts Payable	RADAR ROAD TEC	100.00
EFT	08/20/2018	2166	Accounts Payable	RELIABLE MAINTENANCE	32,030.00
EFT	08/20/2018	2167	Accounts Payable	REMOTE ADMIN INC	4,000.00
EFT	08/20/2018	2168	Accounts Payable	SENECA COMPANIES, INC.	118.75
EFT	08/20/2018	2169	Accounts Payable	SHIVE-HATTERY INC	57,675.17
EFT	08/20/2018	2170	Accounts Payable	SWINTON , ASHLEE	1,336.04
EFT	08/20/2018	2171	Accounts Payable	TYLER TECHNOLOGIES INC	775.00
EFT	08/20/2018	2172	Accounts Payable	YEAGER , LEMAR	1,932.15
EFT	08/20/2018	2173	Accounts Payable	HODNE , BRET	2,873.00
EFT	08/20/2018	2174	Accounts Payable	RIVAS , WHITNEY	21.80
EFT	08/20/2018	2175	Accounts Payable	STILES , TIM	182.56

City of West Des Moines
City Council Report

Bank Account: WB VENDOR DISB - WB Vendor Disbursement

Batch Date: 08/20/2018

Type	Date	Number Source	Payee Name	Transaction Amount
EFT	08/20/2018	2176 Accounts Payable	VAUGHAN , DANELL	20.87
WB VENDOR DISB WB Vendor Disbursement Totals:			Transactions: 200	<hr/> \$6,416,824.84
Checks:		166	\$4,956,453.40	
EFTs:		34	\$1,460,371.44	

City of West Des Moines
City Council Report
 Bank Account: WB CONTROLPAY - WB ControlPay
 Batch Date: 08/20/2018

Type	Date	Number Source	Payee Name	Transaction Amount
Bank Account: WB CONTROLPAY - WB ControlPay				
EFT	08/20/2018	2946 Accounts Payable	ABC ELECTRICAL SERVICES LLC	21,669.89
EFT	08/20/2018	2947 Accounts Payable	ACCO UNLIMITED CORP	9,837.25
EFT	08/20/2018	2948 Accounts Payable	ADVENTURE LIGHTING	82.50
EFT	08/20/2018	2949 Accounts Payable	ALLIED 100 LLC	101.00
EFT	08/20/2018	2950 Accounts Payable	ALTEC INDUSTRIES INC	733.96
EFT	08/20/2018	2951 Accounts Payable	ARAMARK UNIFORM SERVICES	2,523.52
EFT	08/20/2018	2952 Accounts Payable	AXON ENTERPRISES INC	5,324.94
EFT	08/20/2018	2953 Accounts Payable	BENTLEY SYSTEMS INC	9,448.00
EFT	08/20/2018	2954 Accounts Payable	CAPITAL SANITARY SUPPLY CO INC	3,068.07
EFT	08/20/2018	2955 Accounts Payable	CLIVE POWER EQUIPMENT	823.57
EFT	08/20/2018	2956 Accounts Payable	COMPETITIVE EDGE	116.70
EFT	08/20/2018	2957 Accounts Payable	CORN STATES METAL	450.00
EFT	08/20/2018	2958 Accounts Payable	DES MOINES REGISTER MEDIA	3,471.79
EFT	08/20/2018	2959 Accounts Payable	DES MOINES REGISTER MEDIA	275.60
EFT	08/20/2018	2960 Accounts Payable	ELECTRIC PUMP INC	1,610.00
EFT	08/20/2018	2961 Accounts Payable	ELECTRONIC ENGINEERING	170.82
EFT	08/20/2018	2962 Accounts Payable	ESRI INC	500.00
EFT	08/20/2018	2963 Accounts Payable	FERGUSON ENTERPRISES INC 226	633.00
EFT	08/20/2018	2964 Accounts Payable	FREEDOM TIRE	1,088.16
EFT	08/20/2018	2965 Accounts Payable	G&L CLOTHING	1,116.48
EFT	08/20/2018	2966 Accounts Payable	GALETON GLOVES	186.82
EFT	08/20/2018	2967 Accounts Payable	GALLS LLC	10,913.28
EFT	08/20/2018	2968 Accounts Payable	GATEHOUSE MEDIA IOWA HOLDINGS	80.95
EFT	08/20/2018	2969 Accounts Payable	GOLDEN VALLEY HARDSCAPES	7,762.50
EFT	08/20/2018	2970 Accounts Payable	HOTSY CLEANING SYSTEMS INC	399.00
EFT	08/20/2018	2971 Accounts Payable	IMAGETEK INC	7,561.25
EFT	08/20/2018	2972 Accounts Payable	INGERSOLL-RAND CO	249.05
EFT	08/20/2018	2973 Accounts Payable	INLAND TRUCK PARTS CO	587.28
EFT	08/20/2018	2974 Accounts Payable	INTERFLEET INC	2,214.00
EFT	08/20/2018	2975 Accounts Payable	INTERSTATE ALL BATTERY CENTER	4,515.69
EFT	08/20/2018	2976 Accounts Payable	IOWA WATER MANAGEMENT CORP	573.07
EFT	08/20/2018	2977 Accounts Payable	JERICO SERVICES	3,654.00
EFT	08/20/2018	2978 Accounts Payable	LEXISNEXIS RISK SOLUTIONS	66.75
EFT	08/20/2018	2979 Accounts Payable	LOGAN CONTRACTORS SUPPLY, INC	448.10

City of West Des Moines
City Council Report
 Bank Account: WB CONTROLPAY - WB ControlPay
 Batch Date: 08/20/2018

Type	Date	Number Source	Payee Name	Transaction Amount
EFT	08/20/2018	2980 Accounts Payable	MENARDS	201.18
EFT	08/20/2018	2981 Accounts Payable	METHODIST OCCUPATIONAL HEALTH	4,841.00
EFT	08/20/2018	2982 Accounts Payable	METRO WASTE AUTHORITY	38,076.50
EFT	08/20/2018	2983 Accounts Payable	MOORE MEDICAL LLC	231.21
EFT	08/20/2018	2984 Accounts Payable	NORTHLAND PRODUCTS	97.60
EFT	08/20/2018	2985 Accounts Payable	O'REILLY AUTOMOTIVE INC	92.67
EFT	08/20/2018	2986 Accounts Payable	PAY-LESS OFFICE PRODUCTS INC	6,344.44
EFT	08/20/2018	2987 Accounts Payable	PRAXAIR	483.58
EFT	08/20/2018	2988 Accounts Payable	PREFERRED PEST CONTROL	1,546.50
EFT	08/20/2018	2989 Accounts Payable	PREMIER A & B SERVICES	3,382.38
EFT	08/20/2018	2990 Accounts Payable	PRIORITY DISPATCH	147.00
EFT	08/20/2018	2991 Accounts Payable	PROCTOR MECHANICAL CORP	492.36
EFT	08/20/2018	2992 Accounts Payable	RAINBOW TREECARE	668.77
EFT	08/20/2018	2993 Accounts Payable	RELIABLE PROPERTY SERVICES	17,793.71
EFT	08/20/2018	2994 Accounts Payable	SITEONE LANDSCAPE SUPPLY LLC	119.30
EFT	08/20/2018	2995 Accounts Payable	SPECIALTY GRAPHICS INC	2,382.00
EFT	08/20/2018	2996 Accounts Payable	SPINDUSTRY SYSTEMS INC	370.00
EFT	08/20/2018	2997 Accounts Payable	STIVERS FORD (CONTROL PAY)	5,343.74
EFT	08/20/2018	2998 Accounts Payable	STREICHERS	189.00
EFT	08/20/2018	2999 Accounts Payable	THOMAS BUS SALES OF IOWA INC	64.40
EFT	08/20/2018	3000 Accounts Payable	THOMSON REUTERS-WEST PAYMENT	455.00
EFT	08/20/2018	3001 Accounts Payable	THOMSON REUTERS-WEST PAYMENT	290.23
EFT	08/20/2018	3002 Accounts Payable	TOMPKINS INDUSTRIES	54.70
EFT	08/20/2018	3003 Accounts Payable	TRANS IOWA EQUIPMENT CO	719.82
EFT	08/20/2018	3004 Accounts Payable	TREAT AMERICA FOOD SERVICES	68.08
EFT	08/20/2018	3005 Accounts Payable	VAISALA INC	1,980.00
EFT	08/20/2018	3006 Accounts Payable	WASTE MANAGEMENT OF IOWA	62.40
EFT	08/20/2018	3007 Accounts Payable	WRIGHT OUTDOOR SOLUTIONS	291.00
EFT	08/20/2018	3008 Accounts Payable	ZIMCO SUPPLY CO	245.00
EFT	08/20/2018	3009 Accounts Payable	ZOLL MEDICAL	3,160.71
WB CONTROLPAY WB ControlPay Totals:			Transactions: 64	\$192,451.27
EFTs:	64	\$192,451.27		

Payment Register

From Payment Date: 07/24/2018 - To Payment Date: 09/03/2018

Number	Date	Payee Name	Transaction Amount
43	08/07/2018	WORLDPAY (FORMERLY VANTIV)	\$3,148.18
44	08/10/2018	MERCHANT SERVICES (TRANSFIRST)	\$48.17
111	08/01/2018	KABEL BUSINESS SERVICES	\$8,476.87
112	08/15/2018	KABEL BUSINESS SERVICES	\$10,774.68
2135	08/18/2018	IOWA DEPARTMENT OF REVENUE & FINANCE	\$10,904.00
2136	08/03/2018	DELTA DENTAL OF IOWA	\$7,882.81
2137	08/10/2018	DELTA DENTAL OF IOWA	\$6,783.37
2138	08/19/2018	DELTA DENTAL OF IOWA	\$5,133.34
2139	08/03/2018	WELLMARK BLUE CROSS	\$77,729.90
2140	08/10/2018	WELLMARK BLUE CROSS	\$63,022.09
2141	08/14/2018	WELLMARK BLUE CROSS	\$147,053.72
2142	08/16/2018	WELLMARK BLUE CROSS	\$69,261.76
11384	08/20/2018	FORGET PROPERTIES 3 LLC	\$299.00
11385	08/20/2018	SUN PRAIRIE APARTMENTS	\$250.00
11386	08/20/2018	ROBIN HILL APARTMENTS	\$250.00
11388	08/20/2018	BENNETT GRAND WOODS APARTMENTS	\$110.00
11389	08/20/2018	CHAPEL RIDGE WEST LP	\$250.00
11390	08/20/2018	MAPLE GROVE VILLAS	\$257.50
11393	08/20/2018	WEST DES MOINES WATER WORKS	\$91.38
11395	08/20/2018	WEST DES MOINES WATER WORKS	\$244.88
11396	08/20/2018	MIDAMERICAN ENERGY	\$100.00
11397	08/20/2018	CHAPEL RIDGE WEST LP	\$249.50
			\$412,321.15

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

ITEM: Approval of Liquor Licenses

DATE: August 20, 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. 515 bar&grill, LLC d/b/a 515 bar&grill, 165 South Jordan Creek Parkway, Suite 120 & 125 - Class LC Liquor License with Sunday Sales and Outdoor Service - Renewal
2. Embassy Club West, LLC, d/b/a Embassy West - Class LC Liquor License with Carryout Wine, Sunday Sales, Outdoor Service, and Catering Privileges - Renewal
3. Fox Brewing, LLC d/b/a Fox Brewing, 103 South 11th Street - Class B Beer Permit with Sunday Sales, Brew Pub, High Proof Brew Pub, and Outdoor Service Privileges - Renewal
4. G.O.C.C. Investments, LLC, d/b/a Glen Oaks Country Club, 1401 Glen Oaks Drive - Class LC Liquor License with Carryout Wine, Sunday Sales, Outdoor Service, and Catering Privileges - Renewal
5. Fall Foods, Inc., d/b/a Godfathers Pizza, 5919 Ashworth Road - Class B Beer Permit with Sunday Sales - Renewal
6. KRG JCS, LLC d/b/a Joe's Crab Shack #10739, 130 South Jordan Creek Parkway - Class LC Liquor License with Sunday Sales and Outdoor Service - Renewal
7. Mac Shack, LLC d/b/a Mac Shack, 1551 Valley West Drive, Suite 253 - Class LC Liquor License with Sunday Sales - New

*The City Attorney's Office and the Police Department have expressed concern regarding approval of the application of Darin Mitchell for a liquor license for Mac Shack, indicating that the applicant's history negatively reflects upon the requirement that the applicant be of "good reputation" or "good moral character." Given this concern, each Department is recommending approval of the liquor license with the understanding that if, at the time of renewal, additional events have occurred which negatively reflect upon the applicant's good character, a recommendation of denial may be made.

8. Miranda Family Corporation d/b/a Mi Patria, 1410 22nd Street - Class LC Liquor License - New
9. International Event Center, Inc., d/b/a Val Air, 301 Ashworth Road - Class LC Liquor License Extension of Outdoor Service - September 2-5, 2018

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 *RTG*

STAFF REVIEWS

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

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

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

DATE: August 20, 2018

FINANCIAL IMPACT: None

BACKGROUND:

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

The residents of the 3000 block of Giles Street have submitted a block party application requesting the temporary closure of their segment of the street from 4:45 p.m. to 10:45 p.m. on Saturday, August 25, 2018. The application meets the requirement for signatures, as the petition was signed by 100 percent of the affected properties.

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

OUTSTANDING ISSUES (if any): None

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

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

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

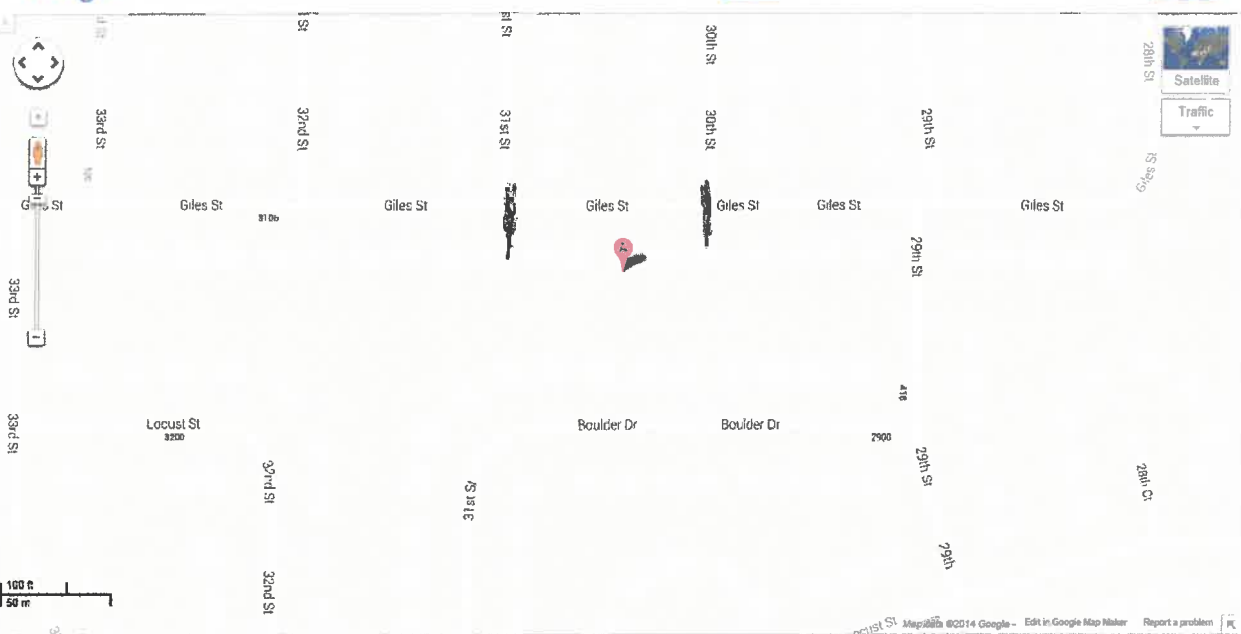
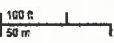
Committee	
Date Reviewed	



3008 Giles Street, West Des Moines, IA



Sign in



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

ITEM: Approval of Special Event Lane Closure
Taste of the Junction Multicultural Festival

DATE: August 20, 2018

FINANCIAL IMPACT: None

BACKGROUND:

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

Rachelle Long is organizing the Taste of the Junction Multicultural Festival, to be held on Saturday, September 1st from 12:00 noon to 10:00 p.m. This event was held from 2013 to 2017 utilizing Railroad Place, however this year they are also requesting the closure of the 100 block of 4th Street to allow additional room for food trucks. The application meets the requirement for signatures, as the petition was signed by 90 percent of the affected properties.

This requires Council approval because 4th Street is classified as a minor collector street.

OUTSTANDING ISSUES (if any): None

RECOMMENDATION: Motion - Approval of Request made for the Taste of the Junction Multicultural Festival

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

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	
Date Reviewed	



CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

ITEM:

DATE: August 20, 2018

Motion – Approve request by West Des Moines Valley and Dowling High Schools to allow parking on grass on school property near Valley Stadium during varsity football games during the 2018 season.

FINANCIAL IMPACT:

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

BACKGROUND:

West Des Moines Valley and Dowling high schools have requested that they be allowed to have people attending home varsity football games in 2018, park their vehicles on grass on school property. Athletic department and activities officials from the schools estimate that parking on the designated area of school property grass could accommodate as many as 400-500 vehicles for certain games that generate a lot of fan interest. The schools would be responsible for installing barricades or cones to separate the city and school properties on the City Hall / School campus (see the attached overhead aerial map for the designated parking area). No parking would be allowed on grass on city property near Valley Stadium. The parking on school property grass would occur weather permitting.


OUTSTANDING ISSUES (if any): None

RECOMMENDATION:

Approve this Motion to allow parking on grass on school property near Valley Stadium for varsity football games during the 2018 season.

Lead Staff Member: Ryan T. Jacobson, City Clerk

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split



Athletics & Activities Department

Valley High School

3650 Woodland Avenue • West Des Moines, IA 50266

515-633-4000 • www.wdmcs.org/schools/valley/

Ryan Jacobson

City Clerk

City of West Des Moines, IA

To Whom It May Concern,

In continuing previous year's practice in offering grass parking on the WDMCS grass lot (just East of Valley Stadium) to fan's attending a select number of Football games, we ask again this year to allow us to utilize our lot for those games with projected higher attendance. We understand that use of this grass parking is a privilege, which is why we only do it for rivalries and special event game nights. We also understand the wear and tear that parking has on the grass, and will continue to enforce rules, lot security by CSC Security, as well as, not allowing parking in the grass lot when the grass is saturated. The dates that Valley and Dowling would like to utilize the WDMCS grass lot for parking would be:

8/24 VHS vs SEP

9/7 VHS vs CR Kennedy

9/14 DCHS vs Centennial

9/21 DCHS vs Ankeny (Homecoming)

9/28 VHS vs Urbandale (Homecoming)

10/6 Valley Band Fest

10/26 and 11/2 Possible Playoff Dates



Thank you.

Valley Activities Department

Brad Rose, CAA Activities Director

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

DATE: August 20, 2018

ITEM:

Motion - Approval to Sell Surplus City Equipment

FINANCIAL IMPACT:

Approximate revenue to the General Fund of \$4,725.00.

BACKGROUND:

On April 30, 2012, City Council approved a Disposal of Surplus Property Policy and retention of GovDeals.com for disposal of excess City property.

Public Services has accumulated and inventoried a list of the following surplus items to be sold by auction on GovDeals.com:

APPROXIMATE VALUE \$4,725.00




1	Natural Gas Generator (\$1,000)
9	Bundles of Wood Sign Posts (\$300)
2	Chairs (\$5)
	Misc. Kitchen Items (\$20)
	2005 Chevy Silverado; VIN 1GCEK14Z55Z116313 (Unit 307B) (\$3,000)
	2013 Scag Mower; VIN H6801003 (Unit 170) (\$200)
	2013 Scag Mower; VIN H6801009 (Unit 172) (\$200)

RECOMMENDATION:

City Council Approve:

- Motion authorizing the Department of Public Services to proceed with the on-line sale of accumulated surplus City equipment.

Lead Staff Member: Rian Rasmussen, Fleet Manager

Department Director	Bret Hodne, Public Services Director 
Appropriations/Finance	Tim Stiles, Finance Director 
Legal	
Agenda Acceptance	

PUBLICATION(S) (if applicable)		SUBCOMMITTEE REVIEW (if applicable)			
Published In		Committee	Public Services Council		
Dates(s) Published		Date Reviewed	August 13, 2018		
		Recommendation	Yes	No	Split

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

ITEM: Interlocal Agreement **DATE: August 20, 2018**
**Edward Byrne Memorial Justice Assistance Grant
(JAG) Program – FY2018**

FINANCIAL IMPACT: \$15,500.00 (grant portion to the City of West Des Moines)

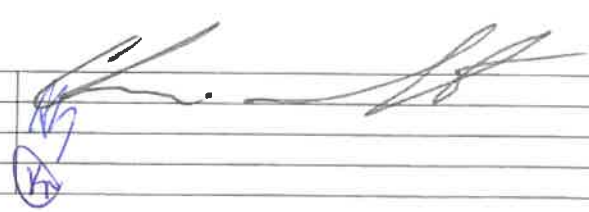
BACKGROUND: The Edward Byrne Memorial Justice Assistance Grant (JAG) Program is the primary provider of federal criminal justice funding to states and units of local government. BJA will award JAG Program funds to eligible states under this FY 2018 JAG Program State Solicitation. (A separate solicitation will be issued for applications to BJA directly from units of local government.) In general, JAG funds awarded to a state under this FY 2018 solicitation may be used to provide additional personnel, equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice. The City of West Des Moines, within the interlocal agreement with the City of Des Moines and Polk County, has participated in this federal grant program for the last six years.

OUTSTANDING ISSUES (if any): None

RECOMMENDATION: Recommend accepting this funding from the JAG grant program. This will be utilized to upgrade the Police Department's physical security to the Law Enforcement Center, specifically upgrading surveillance cameras and software that are beyond their recommended service life.

Lead Staff Member: Police Chief Chris Scott

STAFF REVIEWS

Department Director	
Appropriations/Finance	
Legal	
Agenda Acceptance	

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Safety	
Date Reviewed	08/03/2018	
Recommendation	<input checked="" type="radio"/> Yes	<input type="radio"/> No

Date _____

Agenda Item _____

Roll Call # _____

**MEMORANDUM OF UNDERSTANDING
Interlocal Agreement**

**BETWEEN THE COUNTY OF POLK, IOWA AND THE CITY OF DES MOINES AND
THE CITY OF WEST DES MOINES**

**EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM
WARD
FY2018 Local Solicitation**

This Agreement is made and entered into the ___ day of August, 2018, by and between the County of Polk Iowa, acting by and through its governing body, the Board of Commissioners, hereinafter referred to as COUNTY, and the City of Des Moines, acting by and through its governing body, the City Council, hereinafter referred to as DES MOINES, and the City of West Des Moines, acting by and through its governing bodies, the City Council, hereinafter referred to as WEST DES MOINES, hereinafter referred to as CITIES if reference is to both cities, both of Polk County, State of Iowa, witnesseth:

WHEREAS, this agreement is made under the authority of Federal Statute 34 U.S.C., Section 10156 of Government Code: and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party: and

WHEREAS, each governing body finds that the performance of this agreement is in the best interests of all parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement: and

WHEREAS, the City of DES MOINES agrees to provide the COUNTY up to \$10,500 and WEST DES MOINES up to \$15,500 from the JAG award for the Law Enforcement Equipment Program: and

NOW THEREFORE, COUNTY and the CITIES agree as follows:

Section 1.

DES MOINES agrees to reimburse COUNTY up to the total of \$10,500 of JAG funds

Section 2.

COUNTY agrees to submit documentation of purchase and proof of payment to DES MOINES as a request for reimbursement, up to \$10,500, for purchases made that are directly related to the Law Enforcement Equipment Program until August 1, 2021

Section 3.

DES MOINES agrees to reimburse WEST DES MOINES up to the total of \$15,500 of JAG funds.

Section 4.

WEST DES MOINES agrees to submit documentation of purchase and proof of payment to DES MOINES as a request for reimbursement, up to \$15,500, for purchases made that are directly related to the Law Enforcement Equipment Program until August 1, 2021.

Section 5.

Nothing in the performance of this Agreement shall impose any liability for claims against COUNTY other than claims for which liability may be imposed by the Tort Claims Act.

Section 6.

Nothing in the performance of this Agreement shall impose any liability for claims against CITIES other than claims for which liability may be imposed by the Tort Claims Act.

Section 7.

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 8.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 9.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto

Section 10.

COUNTY AND CITIES agree that this Memorandum of Understanding, Interlocal Agreement regarding the FY2018 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM, will be approved by the governing bodies of each party with the signing of this document by The Chairperson of the Polk County Board of Supervisors or their designee and the Mayor of each of the CITIES, and the executed documents returned to DES MOINES.

The COUNTY of Polk, Iowa

Chair – Polk County Board of Supervisor

ATTEST:

Polk County Auditor Date

APPROVED AS TO FORM:

Assistant Polk County Attorney

The City of DES MOINES, Iowa

Mayor of the City of Des Moines

ATTEST:

City Clerk of Des Moines Date

APPROVED AS TO FORM

Assistant City Attorney

The City of WEST DES MOINES, Iowa

Mayor of the City of West Des Moines, Iowa

ATTEST:

City Clerk of West Des Moines Date

APPROVED AS TO FORM:

Assistant City Attorney of West Des Moines

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

DATE: August 20, 2018

ITEM: Motion – Approval of Professional Services Agreement – Hidden Point Park Construction Documents

FINANCIAL IMPACT: Not-to-exceed expense of \$77,275.00 including authorized reimbursable expenses to be paid from G/L account 500.000.000.5250.490. Funding will be covered out of available funds in the FY 18-19 CIP from the Hidden Point Park project (Project No. 0525 055-0510 082 2017). There is a total budget of \$606,500 including the grading of the site (\$314,500 FY 17-18), and construction of the playground, sidewalks and parking lot (\$292,000 FY 18-19). It is also anticipated to add additional funding (\$292,000 FY 19-20) for the shelter and restrooms. The construction documents will include all of these items.

BACKGROUND: The Council is asked to approve an agreement with Bolton & Menk, Inc. for professional services for final design and construction documentation for Hidden Point Park, a new neighborhood park located on the north side of Pheasant Ridge off of S. Hidden Point Court. Scope of work includes additional topographic survey as needed, final design/detailing of approved site plan amenities, and construction administration for playgrounds, boardwalk/overlook, bioretention, site utilities for shelter/restroom, final grading, parking lot, and sidewalks/trails. Fees also include resident project observation as needed.

The agreement with Bolton & Menc, Inc. is attached along with their proposal, scope of services, and schedule. Bolton & Menc previously prepared the Site Plan for the park, and conducted public input and site plan approval process. The consultant was selected as a continuation of this project, and due to their past experience on other City projects and experience in this type of work. The City retains professional consultants based on their past work experience, qualifications, and availability. City staff attempts to distribute professional services on an equitable basis to qualified firms maintaining local metropolitan area offices who have expressed interest in working for the City of West Des Moines.

OUTSTANDING ISSUES: None

RECOMMENDATION: That the City Council approve the agreement with Bolton & Menc, Inc.

Lead Staff Member: David Sadler, Superintendent of Parks 

STAFF REVIEWS

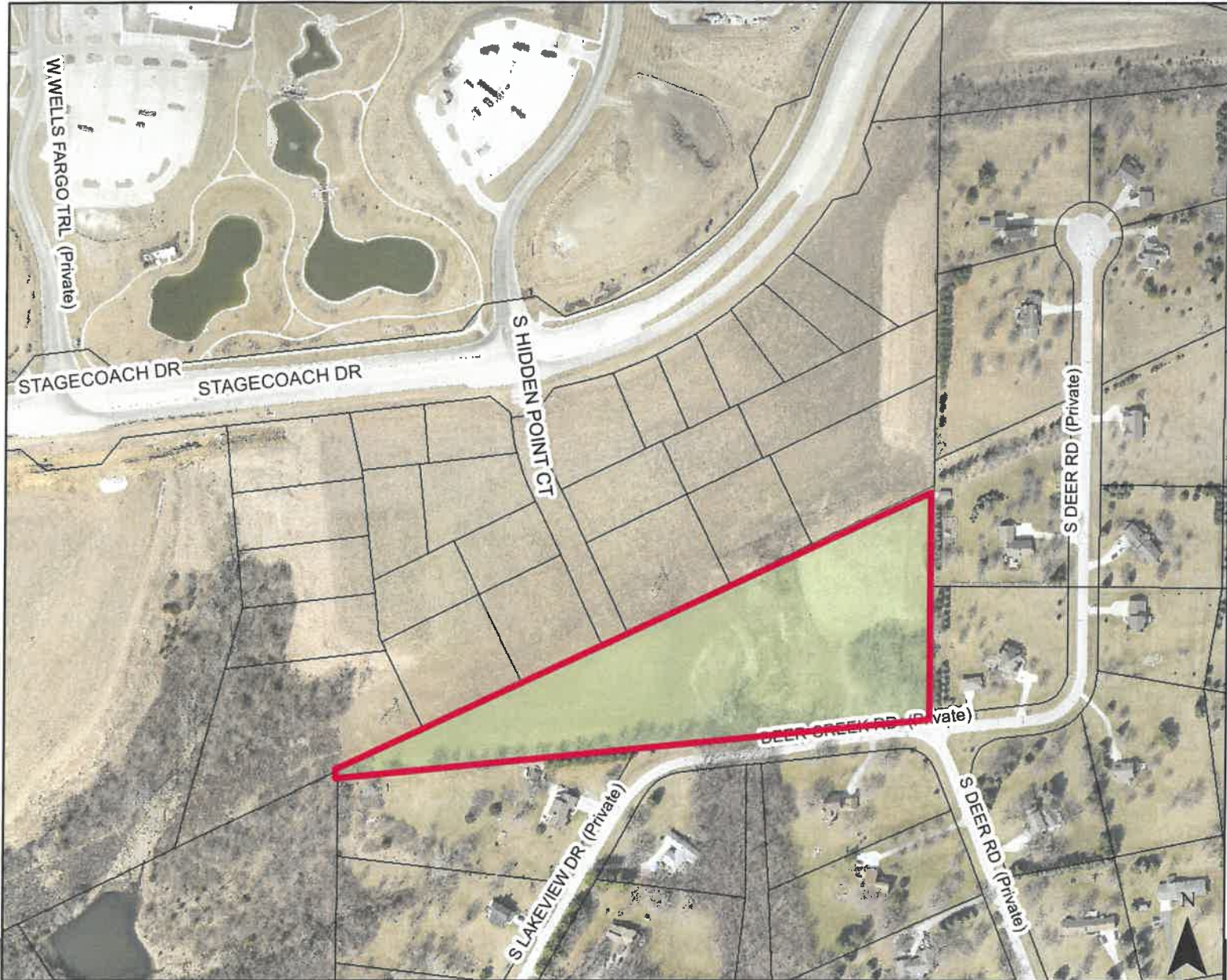
Department Director	Sally Ortgies, Director of Parks & Recreation
Appropriations/Finance	Tim Stiles, Finance Director 
Legal	Richard Scieszinski, City Attorney
Agenda Acceptance	

PUBLICATION(S) (if applicable)

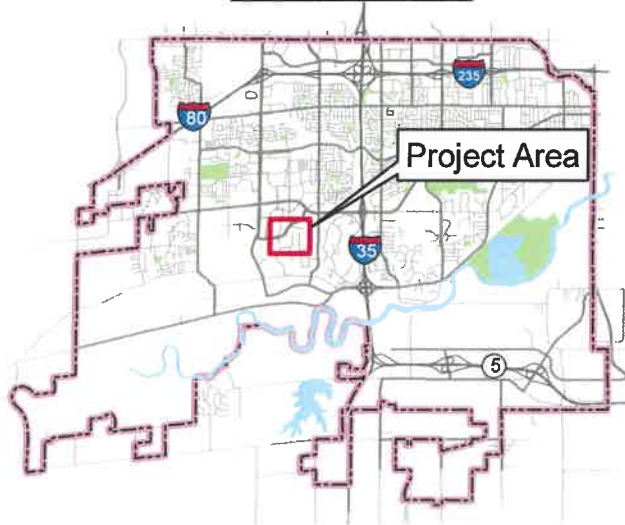
Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

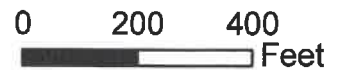


VICINITY MAP



LEGEND

 Project Location



PROJECT:

HIDDEN POINT PARK

LOCATION:

STAGECOACH DR AND S. HIDDEN POINT CT

DRAWN BY: **MAA**

DATE: **10/11/2017**

PROJECT NO.: -

SHT. **1 of 1**

**AMENDMENT No. 1
TO THE AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
WDM Project # 0510-092-2017
HIDDEN POINT PARK**

This AMENDMENT made and entered into this _____ day of _____, 2018, by and between the CITY OF WEST DES MOINES, a municipal corporation, hereinafter referred to as "City", and Bolton & Menk, Inc., (Fed. I.D. #41-0832249), a professional corporation incorporated and licensed under the laws of the State of Iowa, party of the second part, hereinafter referred to as "Consultant" as follows, hereby amends the original Agreement dated 16th October, 2017:

1. SCOPE OF SERVICES

Services as described in the Agreement for Hidden Point Park (Project No. 0510-092-2017), Attachment 1 Scope of Services are amended as follows:

- I. Basic Services of the Consultant – Provide basic consultant services for final design and construction documentation of Hidden Point Park approved site plan. Services will include additional topographic survey, final design, construction document preparation, and bidding services, as identified in Attachment 1.
- II. Resident Consultant Services – Provide resident consultant services during construction for proposed improvements. Service will include construction administration, resident project observation, and compliance verification services, as identified in Attachment 1.

2. SCHEDULE

The schedule as described in the Agreement, Attachment 2 Project Schedule are amended as follows: No Change.

3. COMPENSATION

In consideration of the additional professional services provided, the City agrees to pay the Consultant the additional fee to increase the original fee NOT-TO-EXCEED, including any authorized reimbursable expenses, pursuant to the Schedule of Fees set forth in The Agreement, Attachment 3.

Task No.	Task Description	Original Fee	Additional Fee	Total Fee
I	Basic Services of the Consultant	\$ 35,500.00	\$44,385.00	\$79,885.00
II	Resident Consultant Services	\$0.00	\$32,890.00	\$32,890.00
	Total	\$35,500.00	\$77,275.00	\$112,775.00

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

CONSULTANT

CITY OF WEST DES MOINES

BY: _____
Jim Harbaugh, PLA – Principal

BY: _____
Ryan T. Jacobson, City Clerk

ATTACHMENT 1

SCOPE OF SERVICES

DESCRIPTION OF PROJECT AND SCOPE OF IMPROVEMENTS

Basic Services of the Consultant – Consultant agrees to provide professional services required for the final design of Hidden Point Park Project (0510-092-2017). The work will consist of completing additional topographic survey at sidewalk connection to Deer Creek Road, minor revisions to the approved site plan (not resubmitting site plan), final design/detailing of approved site plan amenities, layout and detailing of playgrounds, design and detailing of boardwalk/overlook, design and detailing of rain garden/bio-retention area, final design of utilities & coordination, final grading and design of parking lot and sidewalks, and required permit activities. Excluded from this Scope of Services is the design and detailing of the tennis and basketball courts and associated plan components.

I.A. Basic Scope of Services

1. Project Management and Coordination – General day to day communication between City staff and Consultant. Bolton & Menk will coordinate and communicate project tasks, deliverables and design coordination with City staff, providing regular feedback and project updates.
2. Topographic Survey – Collect topographic survey information for portion of proposed sidewalk that will connect the proposed trail to Deer Creek Road, as indicated on the approved site plan. This will include:
 - Existing utility locations based on Iowa One Call Design Request locates
 - Property lines and easements
 - Edge of Deer Creek Rd pavement
 - Existing topography
3. Final Design – Consultant will complete final site plan design of proposed amenities identified in the approved site plan. The following included a list of proposed amenities and a description of each, to be included:
 - Parking lot and entry driveway.
 - Parking lot is preliminarily designed as concrete pavement.
 - Restroom.
 - The restroom building is proposed as a pre-engineered structure manufactured by Romtec, model #2024, 16'-8" x 16'-8".
 - The block color will be Dark Oak.
 - Utilities for this facility are included in the approved site plan. Minor modifications to the locations on utility drawings may be required.
 - Shelter.
 - The shelter is proposed as a pre-engineered structure manufactured by Poligon, model # DB3, 20' x 25' with dormers.
 - Shelter columns will not include stone/masonry bases.
 - Final color for all components to be determined by City Staff.
 - Playgrounds.
 - Separate playgrounds for ages 2-5 and 5-12 are proposed.
 - Final design of the playgrounds will be based off proposed playground equipment plan that will be provided to Bolton & Menk from playground consultant selected by City staff.
 - Bolton & Menk will include construction details and specifications in the

- construction documents, as provided by playground consultant.
 - Bolton & Menk will provide design and construction details for engineered wood fiber playground surfacing and concrete edge restraint.
 - Resilient tile surfacing will be specified for accessible routes to specific playground components
 - Boardwalk/Overlook.
 - Bolton & Menk will provide final design and detailing of the boardwalk
 - Structural engineering will not be provided. Bolton & Menk will require structural engineer approved shop drawings to be provided by the Contractor as part of the submittal review process.
 - The decking material for the boardwalk to be a composite decking material, as directed by City staff.
 - Site Furnishings.
 - Bolton & Menk will include locations and installation details for bike racks, benches, litter receptacles and picnic tables.
 - Product info including manufacturer, type, color, etc. for site furnishings to be selected by City staff and provided to Consultant.
 - Landscape Plan.
 - Bolton & Menk will prepare final landscape plans for the entire park.
 - The landscape plan will include groundcover/perennial, shrub and tree plantings, as well as seeding.
 - It is our understanding that the previously prepared planting plan will be modified to include additional planting areas around the shelter, restroom and playground areas.
 - Rain Garden/Bio-retention Area.
 - Per City direction, Bolton & Menk will layout, design and detail a rain garden/bio-retention area to collect runoff from a portion of the proposed parking lot.
 - Based on discussions with City staff, changes or amendments to the approved site plan and/or drainage report will not be required.
4. Construction Documentation – Consultant will provide construction documentation of the items identified in Section 3 – Final Design. Minor modifications to previously prepared construction documents are anticipated. Construction documents will include:
- General notes, cover sheet, and tabulations
 - Removals plan
 - Site grading plan
 - Utilities plan
 - Landscape/Planting Plan
 - Shelter and Restroom Plan
 - Construction Details
 - Project specifications
 - Stormwater management plan preparation and management will be Contractor provided bid items per the Contract Documents.
 - Engineer’s Opinion of Probable Costs (OPC)

Consultant will conduct 60% and 90% progress review meetings with City staff to collect feedback, confirm design and coordinate next steps. Following the 90% document review, the

Consultant will incorporate design review comments prior to final issuance of specifications and construction drawings.

5. Bidding Phase Services – Consultant will provide the following services:
 - Preparation of bid package documents, to include City of West Des Moines standard front-end specifications and procurement documents.
 - Assist the City of West Des Moines answering any bid phase questions
 - Prepare and issue up to two (2) addenda if required
 - Attend bid opening and assist in determining lowest responsible bidder
 - Develop recommendation letter of award

6. Construction Observation/Administration - The Consultant will provide the following construction administration services:
 - a) Convene and preside over a preconstruction conference. Preconstruction conference attendees will include:
 - i) City staff
 - ii) Representatives from the contractor, subcontractors and suppliers
 - iii) Representatives from affected utility companies
 - iv) Bolton & Menk staff
 - b) Provide supervision and support to resident project representative and perform regular on-site reviews
 - c) Convene and preside over construction progress meetings, up to five (5)
 - d) Prepare change orders and written directives as needed
 - e) Review and approve shop drawings, materials lists, suppliers lists, and other required submittals by contractor (up to 12 hours)
 - f) Assist the resident project representative with the preparation, review and approval of partial pay requests
 - g) Obtain additional information from City staff, when required for proper execution of the work
 - h) Support construction close-out with following tasks:
 - Conduct an on-site review of the project with City staff, contractor's representatives, and other stakeholders as appropriate
 - Develop an itemized list of construction issues to be corrected or resolved
 - Monitor completion of the punch list items by the contractor
 - Conduct a final project walk through with the City and the contractor to verify that all punch list items have been completed to the satisfaction of the City
 - Prepare final pay estimate and submit to contractor for review and approval. Resolve any issues regarding pay item quantities with the contractor.
 - Secure all other documentation required from contractor for project close-out required by the City.
 - i) The Consultant will provide a Resident Project Representative (RPR) during construction activities. The RPR is programmed for 16 hours per week for an estimated ten (10) week construction period.
 - j) The Consultant will provide plan interpretation, as-constructed electronic and hard copy drawings and establishing necessary property corners.

ATTACHMENT 2

PROJECT SCHEDULE

The anticipated project schedule:

Final Design and Construction Documentation	August – November 2018
Project Letting	January 2019
Construction	April 2019 – June 2019
*Anticipate 10 weeks of construction	

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

ITEM: Update to List of Official City Depositories

DATE: August 20, 2018

FINANCIAL IMPACT: None

BACKGROUND:

Chapter 12c.1 of the Iowa Code requires that all funds held by the City shall be deposited in one or more depositories first approved by Council. Through previous action and discussion indicated its preference that only those financial institutions having an office within the City's corporate limits be considered.

Staff recommends adjusting the current list due to recent openings, closings, mergers, acquisitions, and name changes. Also, limits of several institutions are being revised due to cash levels of certain funds of the City

Recommended investment limits listed for each institution continue to reflect the maximum amount needed for the City to take advantage of any financial institution offering the best rates at a given time. With the exceptions of the City's major depository banks, staff continues to generally recommend that each institution be limited to no more than \$35,000,000 of investments as this mimics the recommended maximum exposure of the Iowa Public Agency Investment Trust (IPAIT). It should be noted that this limit does not necessarily mean that the City intends to invest to that level in any of these institutions, as we would follow the City's current investment policy and review bank ratings before committing any funds to a particular institution.

OUTSTANDING ISSUES (if any):

None

RECOMMENDATION:

Approve Resolution naming official City depositories

Lead Staff Member: Tim Stiles, Finance Director *TS*

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

RESOLUTION

WHEREAS Chapter 12c.1 of the Iowa Code requires that all funds held by the City shall be deposited in one or more depositories first approved by Council, and

WHEREAS staff recognizes and supports the Council's preference to utilize financial institutions which have a location within the City's corporate limits, and

WHEREAS staff has reviewed the current list of approved depositories of City funds and advises several changes driven by the industry, and

WHEREAS staff recommends that the following financial institutions are named as official depositories for City funds in an amount not to exceed the amount indicated:

Depository Name	Limit	Depository Name	Limit
American Trust & Savings	\$ 35,000,000	Iowa State Bank	\$ 35,000,000
Bankers Trust	\$ 35,000,000	Marine Credit Union	\$ 35,000,000
Bank Iowa	\$ 35,000,000	Meta Bank	\$ 35,000,000
Bank of America	\$ 35,000,000	Midwest Heritage Bank	\$ 35,000,000
Bank of the West	\$ 35,000,000	Northwest Bank	\$ 35,000,000
Central Bank	\$ 35,000,000	Premier Credit Union	\$ 35,000,000
Collins Comm. Credit Union	\$ 35,000,000	State Savings Bank	\$ 10,000,000
Earlham Savings Bank	\$ 35,000,000	TruBank	\$ 35,000,000
Fidelity Bank	\$ 35,000,000	Two Rivers Bank & Trust	\$ 35,000,000
Financial Plus Credit Union	\$ 35,000,000	Union State Bank	\$ 10,000,000
First Class Credit Union	\$ 35,000,000	US Bank (incl. Miles Capital)	\$150,000,000
First National Bank, Ames	\$ 35,000,000	Veridian Credit Union	\$ 35,000,000
Freedom Financial Bank	\$ 10,000,000	Wells Fargo (incl. IPAIT)	\$ 35,000,000
Great Southern Bank	\$ 35,000,000	West Bank (Awarded RFP)	\$150,000,000
Great Western Bank	\$ 35,000,000	University of Iowa Credit Union	\$ 35,000,000
Greater Iowa Credit Union	\$ 35,000,000		

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA that the recommendation is hereby approved and the Director is hereby authorized to deposit City funds and to execute agreements necessary for the lawful deposit of City funds (consistent with Iowa law and the City's adopted investment policy), in amounts not exceeding the maximum approval for the depositories listed above.

PASSED AND APPROVED this 20th day of August 2018

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

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

DATE: August 20, 2018

ITEM:

Resolution – Accepting Purchase of Equipment
Advanced Technology Traffic Signal Detector Units at Four Intersections

FINANCIAL IMPACT:

The City was awarded Traffic Safety Improvement Program funds to purchase equipment for advanced technology traffic signal detector units at four intersections in West Des Moines. The equipment was purchased by the City in the amount of \$77,056.00 and installation of the equipment was completed by City Traffic Signal Technicians. The Iowa DOT provided funding for the purchase in the amount of \$60,000.00. The City was required to pay for the project and will be reimbursed by the Iowa DOT.


BACKGROUND:

This project provided funding to purchase equipment for advanced technology traffic signal detector units at four intersections in West Des Moines. This technology will detect vehicles and bicycles without having to cut into the pavement to install detectors.

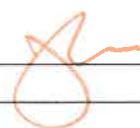
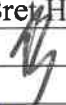

RECOMMENDATION:

City Council Adopt:

- Resolution Accepting Purchase of Equipment

Lead Staff Member: Jim Dickinson, P.E. 

STAFF REVIEWS

Department Director	Bret Hodne 
Appropriations/Finance	
Legal	
Agenda Acceptance	

PUBLICATION(S) (if applicable)		SUBCOMMITTEE REVIEW (if applicable)		
Published In		Committee	Public Services	
Dates(s) Published		Date Reviewed	August 13, 2018	
		Recommendation	Yes	No
				Split

Resolution Accepting Purchase of Equipment

WHEREAS, on April 30, 2018 the City Council accepted Traffic Safety Improvement Program funds from the Iowa Department of Transportation for the following described public improvement:

Advanced Technology Detector Units – Four Intersections

And,

WHEREAS, said improvement has been purchased by the City and being installed by City Traffic Signal Technicians.

Therefore

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA, that said public improvement is accepted as having purchased and received the equipment in accordance with plans and specifications and the total final construction cost of said improvement is \$77,056.00.

PASSED AND APPROVED this 20th day of August, 2018

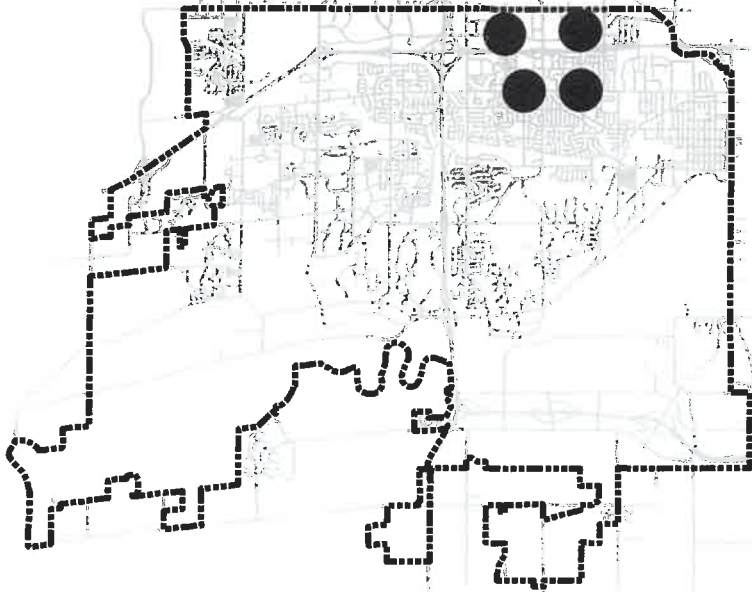
Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson
City Clerk



VICINITY MAP



LEGEND

PROJECT LOCATION



PROJECT:

TSIP Funding

LOCATION:

Various Locations

DRAWN BY: JDR

DATE: 8/7/2017

PROJECT NUMBER :
SUBDIVISION NAME:

SHT. 1 of 1

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

DATE: August 20, 2018

ITEM:

Resolution – Completion of Work
East Area Traffic Adaptive Signal System

FINANCIAL IMPACT:

The City was awarded \$400,000.00 in Iowa Clean Air Attainment Program (ICAAP) funds to purchase traffic adaptive signal system equipment for 12 intersections along 1st Street, Grand Avenue, Railroad Avenue and 8th Street. The units were purchased by the City and installation of the system was completed by City Traffic Signal Technicians. The City was required to pay for the project and reimbursed by the Iowa DOT. The total cost for the project was \$540,795.00 with City matching funds in the amount of \$140,795.00.


BACKGROUND:

This project provided funding to purchase traffic adaptive signal system equipment for 12 intersections along 1st Street, Grand Avenue, Railroad Avenue and 8th Street known as the East Area Traffic Adaptive Signal System.




RECOMMENDATION:

City Council Adopt:

- Resolution of Completion of Work

Lead Staff Member: Jim Dickinson, P.E. 

STAFF REVIEWS

Department Director	Bret Hodne 
Appropriations/Finance	
Legal	
Agenda Acceptance	

PUBLICATION(S) (if applicable)		SUBCOMMITTEE REVIEW (if applicable)		
Published In		Committee	Public Services	
Dates(s) Published		Date Reviewed	August 13, 2018	
		Recommendation	Yes	No Split

Resolution of Completion of Work

WHEREAS, on June 15, 2015, the City Council accepted Iowa Clean Air Attainment Program funds from the Iowa Department of Transportation for the following described public improvement:

East Area Traffic Adaptive Signal System

And,

WHEREAS, said improvement has been purchased by the City and installed by City Traffic Signal Technicians.

Therefore

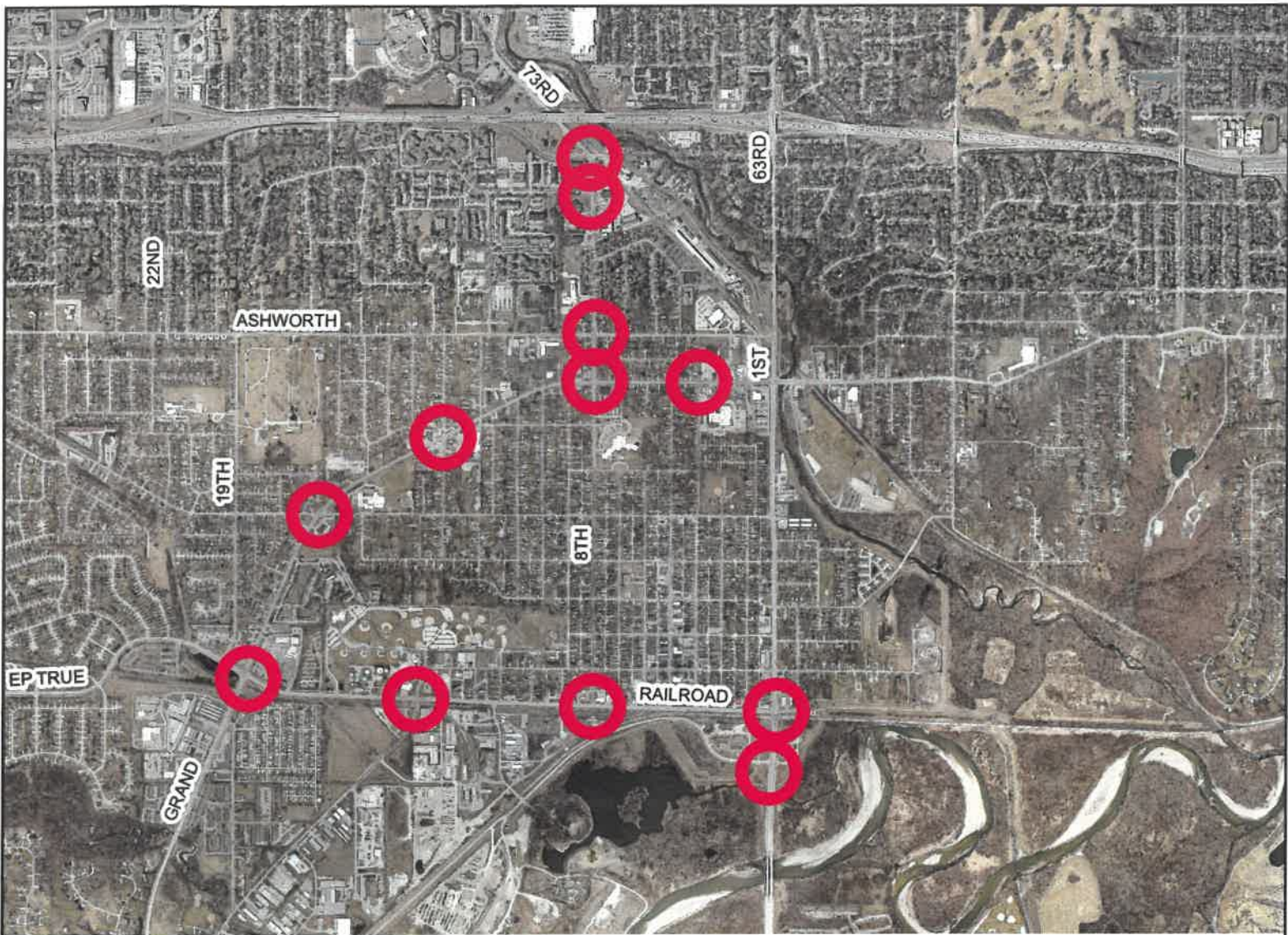
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA, that said report of the City Engineer is hereby approved and said public improvement is accepted as having been completed in accordance with plans and specifications and the total final construction cost of said improvement is \$540,795.00 as shown in said report.

PASSED AND APPROVED this 20th day of August, 2018

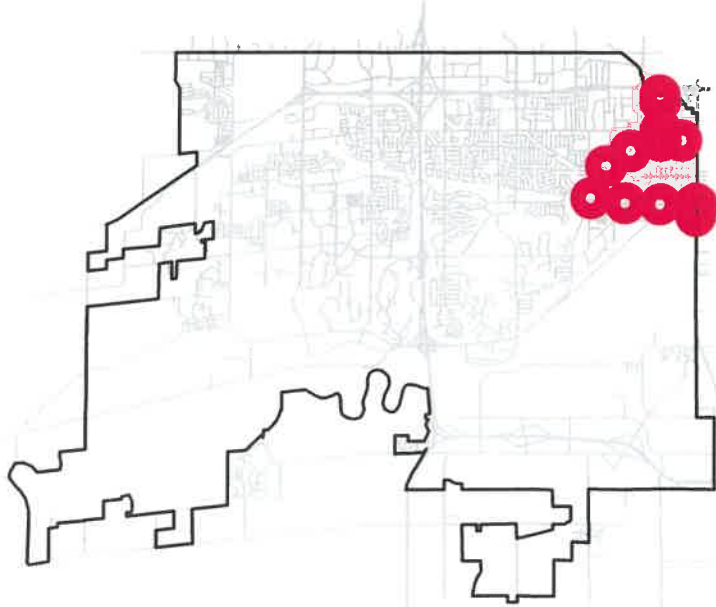
Steven K. Gaer, Mayor

ATTEST:

Ryan Jacobson
City Clerk



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:

ICAAP Funding

LOCATION:

Various Locations In West Des Moines

DRAWN BY: REF

DATE: 8/25/2015

SHT. 1 OF 1

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

DATE: August 20, 2018

ITEM: Resolution – Approval of West Des Moines Deer Management Zone – 1715 SE Walnut Woods Drive

FINANCIAL IMPACT: None

BACKGROUND: The owner of property located at 1715 SE Walnut Woods Drive, Mr. Dave White, has requested the establishment of a West Des Moines Deer Management Zone (WDMDMZ) on his private property so that controlled bowhunting can occur. A map showing the location is attached.

The hunting ordinance (Title 5, Chapter 2, Offenses, Section 30, "Hunting") allows for the City to designate West Des Moines Deer Management Zones (WDMDMZ) on private property within the city limits by a resolution of the City Council. Hunting within these zones must take place according to the regulations established in Section C of the hunting ordinance.

All surrounding property owners within 370 feet of the proposed WDMDMZ were noticed by mail (see attached notice dated 7/9/18) and invited to provide comments. Two e-mails were received in opposition to the WDMDMZ from Ben and Marilyn Stone (1665 SE Walnut Woods Drive) and Ryan Alexander (1615 Walnut Woods Drive). Copies of the e-mails were provided to the Public Safety Council Committee held on 8/3/18, and are attached along with staff's responses. In addition, one email was received from Russel and Janet Goldsmith (1675 SE Walnut Woods Drive) after the Public Safety Council Committee who was also opposed to the zone. This email is attached as well.

If approved, staff will be working closely with the property owner to select a maximum of two hunters that meet all qualifications of the City Controlled Bowhunt and to issue City hunting permits. Hunting could start as early as September 15, 2018 with the season ending on January 27, 2019. An orientation will take place with each hunter to insure that they are knowledgeable of the City Controlled Bowhunt rules and regulations prior to any hunting.


This matter was taken to the Public Safety Council Committee on August 3, 2018 where Councilman Trimble approved the establishment of the zone. Councilwoman Hardman was not in attendance.

OUTSTANDING ISSUES: None

RECOMMENDATION: That the Council approve the Resolution.

Lead Staff Member: Sally Orgies 

STAFF REVIEWS

Department Director	
Appropriations/Finance	
Legal	
Agenda Acceptance	

PUBLICATION(S) (if applicable)

Published In	N/A
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Safety
Date Reviewed	8/3/18
Recommendation	Yes

**RESOLUTION
DESIGNATING A WEST DES MOINES DEER MANAGEMENT ZONE**

WHEREAS, Section 5-2-30 of the West Des Moines City Code (1999) provides that the City Council may designate by resolution areas within the City as a West Des Moines Deer Management Zone to allow the controlled bowhunting of deer within such a zone under the rules of that section to control the deer population within the City; and

WHEREAS, said designation may occur on private property; and

WHEREAS, there is currently a need to control the deer population in and around the properties designated in the attached exhibit "A"; and

WHEREAS, the owner of the designated property has voluntarily requested to have their property included in the West Des Moines Deer Management Zone.

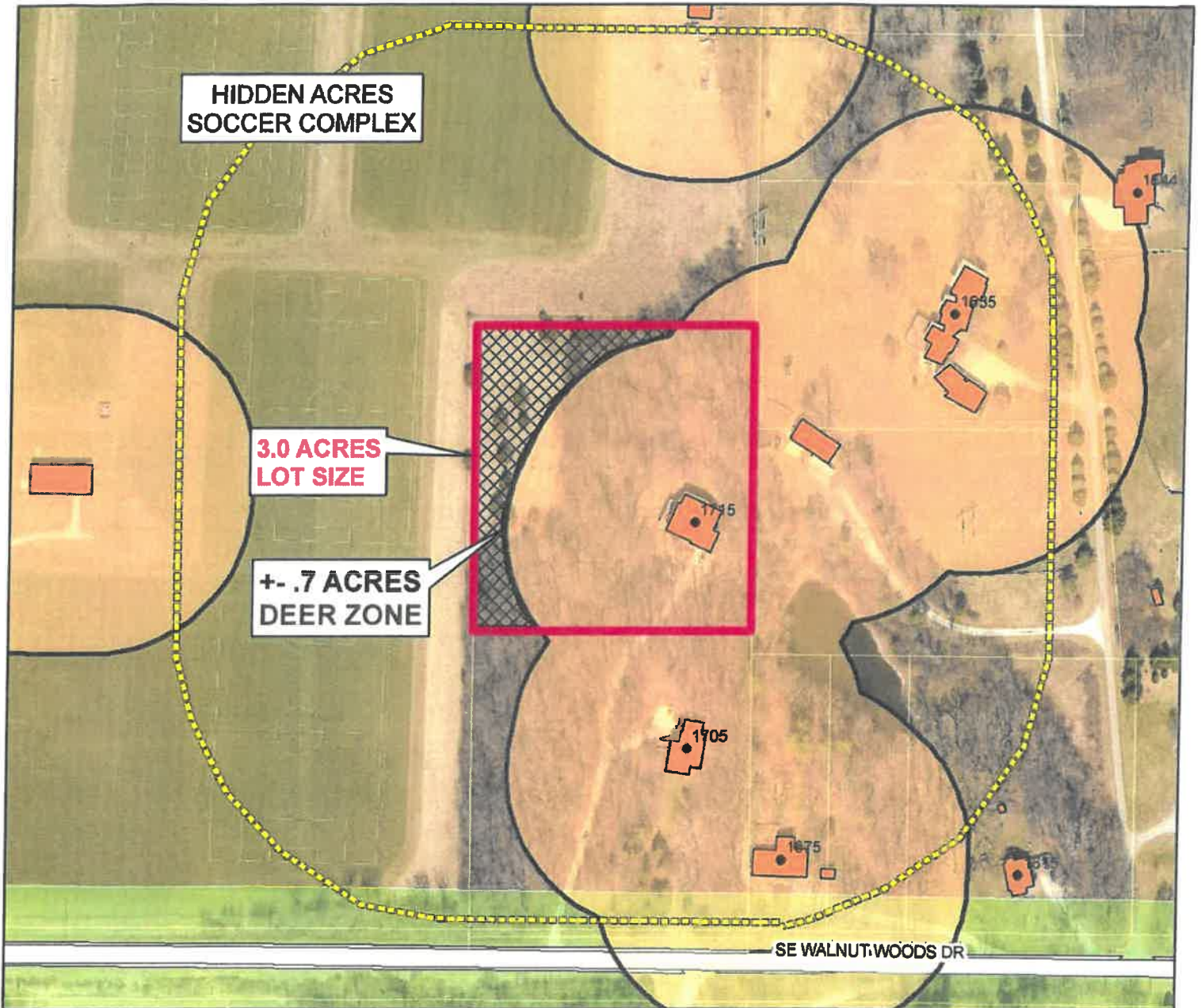
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA THAT the private property as designated in the attached exhibit "A" is declared a West Des Moines Deer Management Zone pursuant to Section 5-2-30 of the West Des Moines City Code (1999), and shall be subject to the rules provided therein and any additional regulations promulgated pursuant to the West Des Moines City Code.

PASSED AND ADOPTED this 20th day of August, 2018.

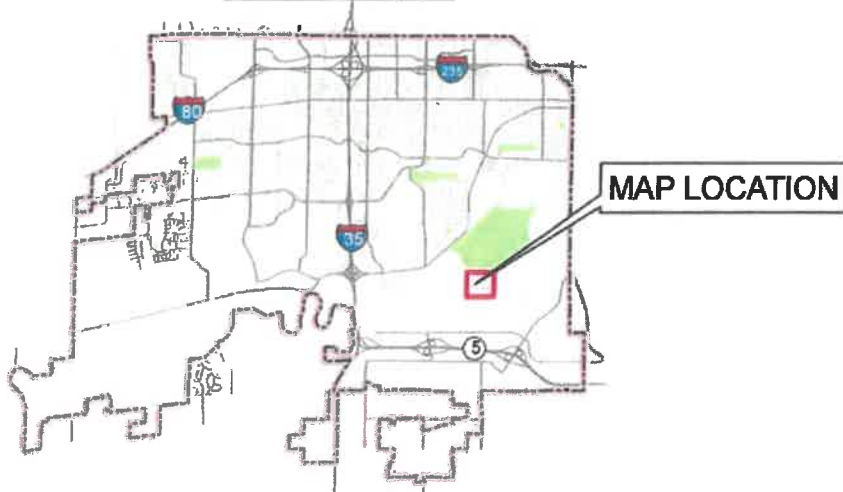
Steven K. Gaer, Mayor

ATTEST:

Ryan Jacobson, City Clerk



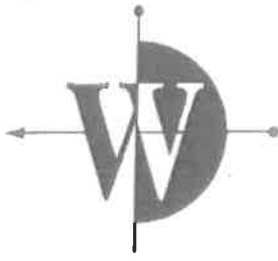
VICINITY MAP



LEGEND

- Identified Parcel
- Deer Management Zone Area
- 370' Notification Area
- Existing Building
- 200' Building Setback
- 75' Road Setback





THE CITY OF
West Des Moines®
www.wdm.iowa.gov

Parks and Recreation

4200 Mills Civic Parkway
P.O. Box 65320
West Des Moines, IA 50265-0320

Administrative Office
515-222-3444
FAX 515-222-3459

Nature Lodge
515-222-3424
FAX 515-222-3658

Community Center
515-222-3440
FAX 515-222-3457

Park Maintenance
515-222-3450

TDD/TTY 515-222-3334

E-mail: parkrec@wdm.iowa.gov

TO: Property Owner
FROM: David Sadler, Superintendent of Parks
DATE: July 9, 2018
RE: West Des Moines Deer Management Zone

A property owner adjacent to or near your property has approached the City about establishing a private property West Des Moines Deer Management Zone (WDMDMZ). I would like to notify you about the City's possible intention to establish this zone at **1715 SE Walnut Woods Drive** for the purposes of controlled bowhunting. The enclosed map shows the proposed zone.

Impacts from deer overpopulation in West Des Moines include car/deer accidents, ecological damage, declining deer health, and impact to private property. The goal of the City's controlled bowhunt program is to *safely* stabilize or decrease deer populations over time to more ecologically acceptable levels.

The City of West Des Moines has managed a controlled bowhunt program for the last thirteen years on City-owned property in Southwoods Park and for the first time in Raccoon River Park last year. Both parks remain open to the public at all times during the hunting season with *no safety-related issues* reported by residents, park users or hunters during this time. According to an annual aerial count, deer numbers in Southwoods Park have declined by approximately 71% since the controlled bowhunt program was started there in 2004. Residents have reported less damage to their property, and the deer herd in the park is gradually getting closer to a more ecologically acceptable level. Another positive outcome of the program has been a number of deer being donated by our hunters to the DNR's Help Us Stop Hunger (HUSH) program.

More recently, five private property zones have been established within the city. Seventy-seven deer have been harvested from these zones over the last nine years. In addition, controlled bowhunts have taken place on public and private property in cities throughout Polk County and on public property managed by Polk County, the State of Iowa, and Federal agencies since 1998 with *no safety-related issues*.

Hunting taking place in the proposed zone at **1715 SE Walnut Woods Drive** would be done under rules and requirements specific to the controlled bowhunt program. All hunters will have passed an approved International Bowhunter Education Foundation safety education course, passed an annual archery proficiency test, and received an orientation with City staff on the program rules.

OVER

Controlled bowhunting in the proposed WDMDMZ would be limited to a maximum of two qualified hunters with permits issued to those hunters by the City. All hunting must occur within the established zone, and no arrows can be shot onto surrounding property. The hunters would be required to check-in by contacting the City before each day of hunting. A copy of the guidelines and rules for the 2018-2019 controlled bowhunt season is enclosed as further information.

The City's hunting ordinance requires the City Council to establish all West Des Moines Deer Management Zones by resolution. Pending feedback from this notice, it is anticipated that the resolution establishing the zone at 1715 SE Walnut Woods Drive would go before the City Council at their August 20, 2018 meeting. If formally approved, hunting could take place from September 15, 2018 through January 27, 2019 and each year following (with approval of the property owner) during the controlled bowhunt season.

As a neighbor of the proposed zone, you are invited to share your comments or concerns. You are welcome to e-mail me at david.sadler@wdm.iowa.gov or call 515-222-3444. Any comments or concerns shared with me by 5:00 p.m. on Friday, July 27 will be communicated to the City Council to assist them with making their decision.

How to Participate

1. Pass a one-time approved International Bowhunter Education Foundation (I.B.E.F.) bowhunter safety education course.

Check www.iowadnr.gov/training for upcoming local courses or take an online course at www.bowhunter-ed.com/iowa

2. Pass an annual archery proficiency test using your hunting weapon. Test must be administered at a National Field Archery Association (N.F.A.A.) approved indoor lane by a certified I.B.E.F. instructor. Hunters are required to shoot 20 arrows: 10 from 15 yards and 10 from 20 yards at a full-sized 3-D target. Passing score of 80% or better in the vital target area to pass.

3. Apply for a City of West Des Moines Permit for Controlled Bowhunt.

Permit applications must be received prior to the application deadline to be considered for the hunter's preferred time period. If necessary, a drawing will be held to award the maximum number of permits.

4. Purchase a special Deer Management Zone (DMZ) License.

All hunters between the ages of 18 and 65 years of age must also have a current wildlife habitat stamp.

5. Meet with City staff to review the rules of the hunt and the DMZ boundaries.

At this meeting you will be required to show proof of passing the bowhunter safety education course and the proficiency test, as well as being legally entitled to hunt using a current State license.

Information & Contacts

City Contact Person

David Sadler, Superintendent of Parks
West Des Moines Parks & Recreation
4200 Mills Civic Parkway
West Des Moines, IA 50265
515-222-3456
david.sadler@wdm.iowa.gov

WDM Deer Management Zones

Southwoods Park	515-222-3447
Brown's Woods - Polk County	515-249-1543
Walnut Woods - IDNR	515-285-4502
Private Property	515-222-3447

2018-2019 Season/Hours

September 15, 2018 - January 27, 2019

1/2 hour before sunrise to 1/2 hour after sunset

2019 General Hunting Licenses must be purchased before January 9th to be able to hunt through January 28th

Safety Education/Proficiency Test

Administrators

Archery Field & Sports, Altoona	515-265-6500
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DMZ License Vendors

Archery Field & Sports	515-265-6500
Bass Pro Shops	515-957-5500
Johnston Bait & Tackle	515-254-1976
Scheels	515-727-4065
Sportsman's Warehouse	515-963-3500

Please Note: Seasons, rules & procedures may vary from one urban bowhunting area to another. It is the hunter's responsibility to know the special rules & regulations for the area in which they are hunting. Failure to do so may result in immediate revocation of hunting privileges.



Controlled Bowhunt Guidelines

Private Property Zones 2018-2019

Deer Management Goals

The following are goals of the City of West Des Moines Deer Management Program:

1. *To stabilize or decrease deer populations over time to more ecologically-acceptable levels with the City of West Des Moines;*
2. *To provide public education regarding deer, their habits, impact on natural resources, population management, and the impact of feeding deer;*
3. *To continue aerial surveys to determine the effectiveness of a management program.*

The City of West Des Moines is pleased to be a part of the Polk County Deer Task Force, which has been working since 1996 to control the urban deer population. The Polk County Deer Task Force believes that the whitetailed deer is a valuable part of our natural heritage.

The Task Force supports the perpetuation of the deer population in Polk County at ecologically-acceptable levels.

Safety must always be the NUMBER ONE concern!

Controlled Bowhunt Rules

The following rules apply to all West Des Moines Deer Management Zones (excluding Brown's Woods & Walnut Woods):

- **Hunters** must check in with the City prior to entering a zone to hunt. A phone number will be provided to permit holders.
- **All** bows must be cased while traveling to and from the hunting stand. No uncased bow may be carried within 200 feet from any residence or building or within 75 feet from any trail or road.
- **All** shots must be taken from elevated stands. All stands must be portable with no permanent stands erected or screw-in steps used. Strap-on steps, a ladder, or a climbing stand are allowed. There will be no driving or stalking of deer.
- **All** stands must be located at least 200 feet from any residence or building and at least 75 feet from any trail or road. Shots may NOT be taken back into this distance separation. All shots must be taken downward and no further than 75 feet (25 yards) from the stand.
- **Hunters** must identify their target as an antlerless deer, focusing on adult does. Antlerless deer harvested in the 2016-2017 season may be counted towards a buck incentive program next year only if proper check-in procedures are followed.
- **Attempt** to retrieve all arrows. Use proper field dressing techniques. Don't leave entrails in a noticeable location. All deer harvested must be processed for meat for personal use or charity.

- **Harvested** deer must be reported to the City Contact Person within 24 hours. Contact WDM Animal Control (222-3364) as soon as possible if unable to locate a wounded deer.
 - A **maximum** of three (3) deer per day may be harvested by each hunter under one City permit. A State license is required for each deer.
 - **Private** property must be respected in all cases. Hunters must remove themselves from any harassment situation and immediately report the incident to the WDM Police Department.
 - **If** necessary to cross private property to access a Deer Management Zone, permission must be received by the hunter from a property owner who has agreed to allow access.
 - **The** City permit, valid State of Iowa deer license, and wildlife habitat stamp must be carried at all times while bowhunting. All Iowa DNR rules covering bowhunting of deer must be followed by the hunter. **All hunters must be 18 years or older.**
- PLEASE NOTE:** There is no maximum number of deer that can be harvested by a hunter, however the City does reserve the right to limit the number of deer harvested under each permit if necessary.
- The City reserves the right to refuse to issue a permit due to any criminal convictions or permit denials, suspensions, or revocations by another government entity. Failure to abide by the requirements of Ordinance 5-2-30 or any additional regulations of the City may result in suspension or revocation of the issued permit.**

PO Box 65815

MailName1	MailName2	MailAddress1	MailAddress2	MailCityStateZip
WEST DM SOCCER CLUB		25023 NONE		WEST DES MOINES, IA 50265 -9401
JANET J GOLDSMITH		1675 WALNUT WOODS DR		WEST DES MOINES, IA 50265 -8511
JON R HOOGENSEN		1705 WALNUT WOODS DR		WEST DES MOINES, IA 50265 -8544
JEFFREY D STONE		1635 WALNUT WOODS DR		WEST DES MOINES, IA 50265 -8510
ROBERT B STONE		1665 WALNUT WOODS DR		WEST DES MOINES, IA 50265 -8510
RYAN ALEXANDER		1615 WALNUT WOODS DR		WEST DES MOINES, IA 50265 -8507

Ortgies, Sally

From: Sadler, David
Sent: Thursday, July 26, 2018 6:19 PM
To: Ben & Marilyn Stone
Subject: RE: WDMDMZ

Mr. & Mrs. Stone,

Thank you for sharing your concerns about the proposed Deer Management Zone at 1715 Walnut Woods Drive. Your e-mail will certainly be shared with the Public Safety Council Committee members ahead of their meeting on at 7:30 am on August 3rd at Public Safety Station #19 (8055 Mills Civic Parkway). If the Committee approves moving ahead with consideration, your e-mail will also be shared with the full City Council prior to them taking action.

I do have answers to some of your specific questions. Hidden Valley Soccer complex was notified as an adjacent property owner, so they would have received the same mailed information. At this point, we have not received any comments from them. I will note that the West Des Moines Soccer Club (owners of Hidden Valley Soccer) was in support of the Deer Management Zone established adjacent to the soccer complex in Raccoon River Park.

As for other Deer Management Zones right next to soccer fields, as mentioned, there is a Deer Management Zone in Raccoon River Park directly adjacent to the soccer complex in that park. Hunting begins on October 1st in the Raccoon River Park Zone and is not allowed during scheduled games/tournaments. There is also controlled bowhunting allowed in Walnut Woods State Park directly to the west of Hidden Valley Soccer, and I believe there are no restrictions on days or times of hunting within the season of September 15 through January 28.

Your concerns are duly noted, and again this info will be shared with the Public Safety Council Committee members who will be looking at these possible new zones. Thanks for taking the time to share your input.

Sincerely,

David Sadler PLA, ASLA
Superintendent of Parks / City of West Des Moines
4200 Mills Civic Parkway / West Des Moines, IA 50265
(515) 222-3456 phone / (515) 222-3459 fax david.sadler@wdm.iowa.gov

-----Original Message-----

From: Ben & Marilyn Stone [mailto:mbthnstone@gmail.com]
Sent: Wednesday, July 25, 2018 1:00 PM
To: Sadler, David <David.Sadler@wdm.iowa.gov>
Subject: WDMDMZ

This letter is to inform you that we as property owners adjacent to 1715 SE Walnut Woods Drive are against having a controlled bow hunting zone.

We are against it because there is a soccer field right next to this zone and we feel that it is extremely unsafe for the young children and families to be in such close proximity to bow hunters. We do not want the first safety issue to be in this area. We also have not had anyone reported loss or damage to their property because of deer.

I am shocked and saddened that the Superintendent of Parks would even consider a controlled bow hunting zone when there are hundreds of children and spectators watching soccer at numerous times and days of the week. These spectators would have to be watching for arrows while they are trying to watch their son /daughters soccer game. This is unacceptable. Children often have to go after their soccer balls in this area and will not be looking for arrows. This would be very unsafe. There are also buildings and storage that the Soccer Club keeps there equipment in and are driving back to this area and they also would have to be on the look out for a deer hunter-again this is not safe.

Have you notified Hidden Valley Soccer that this is being considered? Is Hidden Valley Soccer in support of this Deer Hunting Zone- I can't image that they would be. I would like to know what other Deer Management Zones are right next to a Soccer Field?

Again, we as property owners are against this proposed Deer Hunting Zone.

Ben & Marilyn Stone
1665 S.E. Walnut Woods Drive
WDM, Ia 50265

Sadler, David

From: Sadler, David
Sent: Thursday, August 09, 2018 11:35 AM
To: 'janetgoldsmith@mchsi.com'
Subject: RE: 1715 SE Walnut Woods drive. deer management zone request

Russel and Janet,

Thank you for sharing your concerns about the proposed Deer Management Zone at 1715 Walnut Woods Drive. As discussed with Janet earlier this week, the Public Safety Council Committee members meet last Friday (8/3) and reviewed proposals for two new zones. The other zone is on 92nd Street (the back sheets on the mailers got switched thus why you saw that address shown). The committee recommended moving forward with both zones. However, they still need to be approved by the full council. This item will be on the City Council agenda on 8/20 starting at 5:30. You are more than welcome to attend that meeting, and your e-mail will be shared with the full City Council prior to them taking action.

Your concerns are duly noted, and thanks for taking the time to share your input.

Sincerely,

David Sadler PLA, ASLA
Superintendent of Parks / City of West Des Moines
4200 Mills Civic Parkway / West Des Moines, IA 50265
(515) 222-3456 phone / (515) 222-3459 fax david.sadler@wdm.iowa.gov

-----Original Message-----

From: janetgoldsmith@mchsi.com [mailto:janetgoldsmith@mchsi.com]
Sent: Wednesday, August 08, 2018 2:11 PM
To: Sadler, David <David.Sadler@wdm.iowa.gov>
Subject: 1715 SE Walnut Woods drive. deer management zone request

Mr. Sadler and WDM City Council,

After talking with my husband, we would like to object to the Deer Management Zone request at 1715 SE Walnut Woods Dr. My husband in his younger days was a bow hunter for deer. We have read and understand deer population control issues and Waisting Disease. All of that said, I would like u to consider the following:

1. We like our deer on our property and have made accommodations for no damage to our property. The deer do not cause damage. In the winter time, they rest and sleep on the leaves in our back yard. Last year there were 2 groups-- one with 3 and another with 5. We have seen very little of them this summer-- know there is one fawn that we have seen.
2. We read the attached Bowhunting Guidelines and understand what it says. We see the stand (how he use to hunt) and arrow not into next property. BUT from his experience the arrow usually doesn't kill the deer when it hits and the deer runs until its death. All our properties are so close and this zone so small the deer would have to run on a neighbors property to die. The hunter will either have to go on other private property to retrieve deer or not and leave

it alone after death. There is also the problem of how to get killed deer back to vehicle to transport. How would this be done on private property and with so many trees, etc?

3. This area with all the timber is the deer's home. They were here first! We chose to live here knowing they and other wild life lived here first. That is why we chose this area to reside!

4. I also do not understand the letter where it talks about the address of 1715 SE Walnut Woods Dr, but in the next to last paragraph, it talks about the City Council addressing the zoning of 2220 S. 92nd street. Is this Walnut Woods zone part of the one at 2220 S 92nd st?

We hope you will consider these things when looking at this request and decide not to approve it. I hope to get to the City Council meeting on Aug. 20.

Russel and Janet Goldsmith
1675 SE Walnut Woods Dr
West Des Moines, IA, 50265
Phone 515-669-0641

Ortgies, Sally

From: Sadler, David
Sent: Friday, July 27, 2018 3:48 PM
To: Ortgies, Sally
Subject: Fwd: Privet Property Deer Management Zone

FYI

Sent from my iPhone

Begin forwarded message:

From: Ryan Alexander <alexander.ryan@gmail.com>
Date: July 27, 2018 at 3:23:34 PM CDT
To: david.sadler@wdm.iowa.gov
Subject: Privet Property Deer Management Zone

I live near the proposed private deer hunting area at 1715 SE Walnut Woods Drive. I do not feel conferrable with it being allowed. I understand and respect the need for deer management. The issue i have is with bow hunting deer. They do not drop strait down. They run off. I don't want to explain to my 2 little girls why there is a blood trail through the yard in the snow. The deer frequently sleep in my yard so if shot they could run back and collapse in it. Watching the deer is my oldest daughters favorite thing to do as the leaves start to come off the trees.

Thank you,
Ryan Alexander
515.776.8434

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

DATE: August 20, 2018

ITEM: Resolution – Approval of West Des Moines Deer Management Zone – 2220 South 92nd Street

FINANCIAL IMPACT: None

BACKGROUND: The owner of property located at 2220 South 92nd Street, Mr. Jered Rogers, has requested the establishment of a West Des Moines Deer Management Zone (WDMDMZ) on his private property so that controlled bowhunting can occur. A map showing the location is attached.

The hunting ordinance (Title 5, Chapter 2, Offenses, Section 30, "Hunting") allows for the City to designate West Des Moines Deer Management Zones (WDMDMZ) on private property within the city limits by a resolution of the City Council. Hunting within these zones must take place according to the regulations established in Section C of the hunting ordinance.

All surrounding property owners within 370 feet of the proposed WDMDMZ were noticed by mail (see attached notice dated 7/9/18) and invited to provide comments. No comments were received.

If approved, staff will be working closely with the property owner to select a maximum of two hunters that meet all qualifications of the City Controlled Bowhunt and to issue City hunting permits. Hunting could start as early as September 15, 2018 with the season ending on January 27, 2019. An orientation will take place with each hunter to insure that they are knowledgeable of the City Controlled Bowhunt rules and regulations prior to any hunting.

This matter was taken to the Public Safety Council Committee on August 3, 2018 where Councilman Trimble approved the establishment of the zone. Councilwoman Hardman was not in attendance.

OUTSTANDING ISSUES: None

RECOMMENDATION: That the Council approve the Resolution.

Lead Staff Member: Sally Ortgies 

STAFF REVIEWS

Department Director	
Appropriations/Finance	
Legal	
Agenda Acceptance	

PUBLICATION(S) (if applicable)

Published In	N/A
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Safety		
Date Reviewed	8/3/18		
Recommendation	Yes		

**RESOLUTION
DESIGNATING A WEST DES MOINES DEER MANAGEMENT ZONE**

WHEREAS, Section 5-2-30 of the West Des Moines City Code (1999) provides that the City Council may designate by resolution areas within the City as a West Des Moines Deer Management Zone to allow the controlled bowhunting of deer within such a zone under the rules of that section to control the deer population within the City; and

WHEREAS, said designation may occur on private property; and

WHEREAS, there is currently a need to control the deer population in and around the properties designated in the attached exhibit "A"; and

WHEREAS, the owner of the designated property has voluntarily requested to have their property included in the West Des Moines Deer Management Zone.

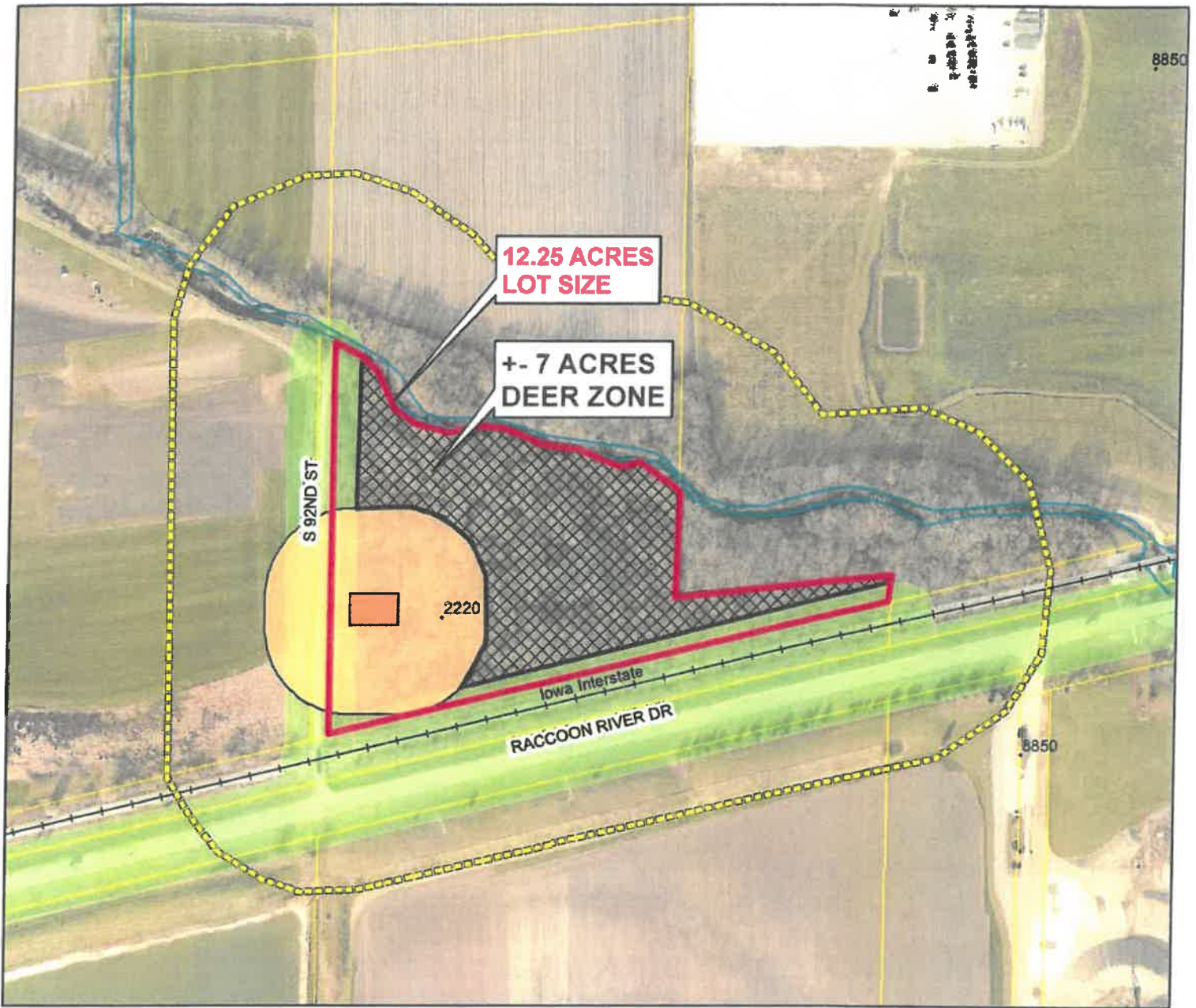
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA THAT the private property as designated in the attached exhibit "A" is declared a West Des Moines Deer Management Zone pursuant to Section 5-2-30 of the West Des Moines City Code (1999), and shall be subject to the rules provided therein and any additional regulations promulgated pursuant to the West Des Moines City Code.

PASSED AND ADOPTED this 20th day of August, 2018.

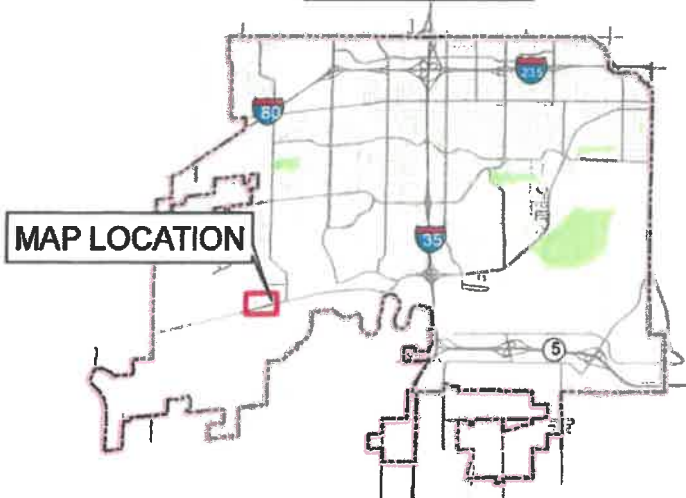
Steven K. Gaer, Mayor

ATTEST:

Ryan Jacobson, City Clerk



VICINITY MAP



LEGEND

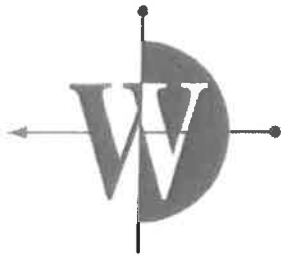
- Identified Parcel
- Deer Management Zone Area
- 370' Notification Area
- Existing Building
- 200' Building Setback
- 75' Road Setback



CITY OF WEST DES MOINES
 DEPARTMENT OF PARKS AND RECREATION
 PARKS DIVISION
 4200 MILLS CIVIC PKWY (515) 222-3444
 WEST DES MOINES, IOWA 50265
 FAX NO. (515) 222-3459

PROJECT: DEER MANAGEMENT ZONE			
LOCATION: 2220 S 92ND STREET			
AUTHOR: maa	DATE: 7/6/2018	SCALE: -	SHEET: 1 of 1





THE CITY OF
West Des Moines®
www.wdm.iowa.gov

Parks and Recreation

4200 Mills Civic Parkway
P.O. Box 65320
West Des Moines, IA 50265-0320

Administrative Office
515-222-3444
FAX 515-222-3459

Nature Lodge
515-222-3424
FAX 515-222-3658

Community Center
515-222-3440
FAX 515-222-3457

Park Maintenance
515-222-3450

TDD/TTY 515-222-3334

E-mail: parkrec@wdm.iowa.gov

TO: Property Owner
FROM: David Sadler, Superintendent of Parks
DATE: July 9, 2018
RE: West Des Moines Deer Management Zone

A property owner adjacent to or near your property has approached the City about establishing a private property West Des Moines Deer Management Zone (WDMDMZ). I would like to notify you about the City's possible intention to establish this zone at **2220 S. 92nd Street** for the purposes of controlled bowhunting. The enclosed map shows the proposed zone.

Impacts from deer overpopulation in West Des Moines include car/deer accidents, ecological damage, declining deer health, and impact to private property. The goal of the City's controlled bowhunt program is to *safely* stabilize or decrease deer populations over time to more ecologically acceptable levels.

The City of West Des Moines has managed a controlled bowhunt program for the last thirteen years on City-owned property in Southwoods Park and for the first time in Raccoon River Park last year. Both parks remain open to the public at all times during the hunting season with *no safety-related issues* reported by residents, park users or hunters during this time. According to an annual aerial count, deer numbers in Southwoods Park have declined by approximately 71% since the controlled bowhunt program was started there in 2004. Residents have reported less damage to their property, and the deer herd in the park is gradually getting closer to a more ecologically acceptable level. Another positive outcome of the program has been a number of deer being donated by our hunters to the DNR's Help Us Stop Hunger (HUSH) program.

More recently, five private property zones have been established within the city. Seventy-seven deer have been harvested from these zones over the last nine years. In addition, controlled bowhunts have taken place on public and private property in cities throughout Polk County and on public property managed by Polk County, the State of Iowa, and Federal agencies since 1998 with *no safety-related issues*.

Hunting taking place in the proposed zone at **2220 S. 92nd Street** would be done under rules and requirements specific to the controlled bowhunt program. All hunters will have passed an approved International Bowhunter Education Foundation safety education course, passed an annual archery proficiency test, and received an orientation with City staff on the program rules.

OVER

Controlled bowhunting in the proposed WDMDMZ would be limited to a maximum of two qualified hunters with permits issued to those hunters by the City. All hunting must occur within the established zone, and no arrows can be shot onto surrounding property. The hunters would be required to check-in by contacting the City before each day of hunting. A copy of the guidelines and rules for the 2018-2019 controlled bowhunt season is enclosed as further information.

The City's hunting ordinance requires the City Council to establish all West Des Moines Deer Management Zones by resolution. Pending feedback from this notice, it is anticipated that the resolution establishing the zone at 2220 S. 92nd Street would go before the City Council at their August 20, 2018 meeting. If formally approved, hunting could take place from September 15, 2018 through January 27, 2019 and each year following (with approval of the property owner) during the controlled bowhunt season.

As a neighbor of the proposed zone, you are invited to share your comments or concerns. You are welcome to e-mail me at david.sadler@wdm.iowa.gov or call 515-222-3444. Any comments or concerns shared with me by 5:00 p.m. on Friday, July 27 will be communicated to the City Council to assist them with making their decision.

How to Participate

1. Pass a one-time approved International Bowhunter Education Foundation (I.B.E.F.) bowhunter safety education course.

Check www.iowadnr.gov/training for upcoming local courses or take an online course at www.bowhunter-ed.com/iowa

2. Pass an annual archery proficiency test using your hunting weapon.
Test must be administered at a National Field Archery Association (N.F.A.A.) approved indoor lane by a certified I.B.E.F. instructor. Hunters are required to shoot 20 arrows: 10 from 15 yards and 10 from 20 yards at a full-sized 3-D target. Passing score of 80% or better in the vital target area to pass.

3. Apply for a City of West Des Moines Permit for Controlled Bowhunt

Permit applications must be received prior to the application deadline to be considered for the hunter's preferred time period. If necessary, a drawing will be held to award the maximum number of permits.

4. Purchase a special Deer Management Zone (DMZ) License.

All hunters between the ages of 18 and 65 years of age must also have a current wildlife habitat stamp.

5. Meet with City staff to review the rules of the hunt and the DMZ boundaries.

At this meeting you will be required to show proof of passing the bowhunter safety education course and the proficiency test, as well as being legally entitled to hunt using a current State license.

Information & Contacts

City Contact Person

David Sadler, Superintendent of Parks
West Des Moines Parks & Recreation
4200 Mills Civic Parkway
West Des Moines, IA 50265
515-222-3456
david.sadler@wdm.iowa.gov

WDM Deer Management Zones

Southwoods Park	515-222-3447
Brown's Woods - Polk County	515-249-1543
Walnut Woods - IDNR	515-285-4502
Private Property	515-222-3447

2018-2019 Season/Hours

September 15, 2018 - January 27, 2019

1/2 hour before sunrise to 1/2 hour after sunset

2019 General Hunting Licenses must be purchased before January 10th to be able to hunt through January 27th

Safety Education/Proficiency Test

Administrators

Archery Field & Sports, Altoona	515-265-6500
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DMZ License Vendors

Archery Field & Sports	515-265-6500
Bass Pro Shops	515-957-5500
Johnston Bait & Tackle	515-254-1976
Scheels	515-727-4065
Sportsman's Warehouse	515-963-3500

Please Note: Seasons, rules & procedures may vary from one urban bowhunting area to another. It is the hunter's responsibility to know the special rules & regulations for the area in which they are hunting. Failure to do so may result in immediate revocation of hunting privileges.



Controlled Bowhunt Guidelines

Private Property Zones 2018-2019

Deer Management Goals

The following are goals of the City of West Des Moines Deer Management Program:

1. *To stabilize or decrease deer populations over time to more ecologically-acceptable levels with the City of West Des Moines;*
2. *To provide public education regarding deer, their habits, impact on natural resources, population management, and the impact of feeding deer;*
3. *To continue aerial surveys to determine the effectiveness of a management program.*

The City of West Des Moines is pleased to be a part of the Polk County Deer Task Force, which has been working since 1996 to control the urban deer population. The Polk County Deer Task Force believes that the whitetailed deer is a valuable part of our natural heritage.

The Task Force supports the perpetuation of the deer population in Polk County at ecologically-acceptable levels.

Safety must always be the NUMBER ONE concern!

Controlled Bowhunt Rules

The following rules apply to all West Des Moines Deer Management Zones (excluding Brown's Woods & Walnut Woods):

- **Hunters** must check in with the City prior to entering a zone to hunt. A phone number will be provided to permit holders.
- **All bows** must be cased while traveling to and from the hunting stand. No uncased bow may be carried within 200 feet from any residence or building or within 75 feet from any trail or road.
- **All shots** must be taken from elevated stands. All stands must be portable with no permanent stands erected or screw-in steps used. Strap-on steps, a ladder, or a climbing stand are allowed. There will be no driving or stalking of deer.
- **All stands** must be located at least 200 feet from any residence or building and at least 75 feet from any trail or road. Shots may NOT be taken back into this distance separation. All shots must be taken downward and no further than 75 feet (25 yards) from the stand.
- **Hunters** must identify their target as an antlerless deer, focusing on adult does. Antlerless deer harvested in the 2016-2017 season may be counted towards a buck incentive program next year only if proper check-in procedures are followed.
- **Attempt** to retrieve all arrows. Use proper field dressing techniques. Don't leave entrails in a noticeable location. All deer harvested must be processed for meat for personal use or charity.

- **Harvested deer** must be reported to the City Contact Person within 24 hours. Contact WDM Animal Control (222-3364) as soon as possible if unable to locate a wounded deer.
- **A maximum** of three (3) deer per day may be harvested by each hunter under one City permit. A State license is required for each deer.
- **Private** property must be respected in all cases. Hunters must remove themselves from any harassment situation and immediately report the incident to the WDM Police Department.
- **If necessary** to cross private property to access a Deer Management Zone, permission must be received by the hunter from a property owner who has agreed to allow access.
- **The City permit, valid State of Iowa deer license, and wildlife habitat stamp** must be carried at all times while bowhunting. All Iowa DNR rules covering bowhunting of deer must be followed by the hunter. **All hunters must be 18 years or older.**

PLEASE NOTE: There is no maximum number of deer that can be harvested by a hunter, however the City does reserve the right to limit the number of deer harvested under each permit if necessary.

The City reserves the right to refuse to issue a permit due to any criminal convictions or permit denials, suspensions, or revocations by another government entity. Failure to abide by the requirements of Ordinance 5-2-30 or any additional regulations of the City may result in suspension or revocation of the issued permit.

MailName1

OMG Midwest Inc & Subsidiaries
Martin Marietta Materials Real Estate
Universal Investment Property LLC
Midwest Rock Products Inc

MailName2

Investments, Inc

MailAddress1

PO Box 55038
% Baden Tax Management LLC
c/o Linda M Grandquist
Box 358

MailAddress2

PO Box 8040
33873 S Ave

MailCityStateZip

Lexington KY 40555
Fort Wayne IN 46898-8040
Adel IA 50003
Greenfield IA 50849

CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

DATE: August 20, 2018

ITEM:

Resolution - Accepting Work
Raccoon River Drive over Sugar Creek Bridge Replacement

FINANCIAL IMPACT:

The total construction cost for the Raccoon River Drive over Sugar Creek Bridge Replacement was \$1,148,523.37 which was paid from account no. 660.000.000.5250.490 with ultimate funding intended to come from Stormwater Utility Fees. The original cost of the project was \$1,174,144.70. There were five (5) Change Orders on the project that totaled (\$25,621.33).

BACKGROUND:

Iowa Bridge & Culvert was working under an agreement dated September 19, 2016 for construction services for the Raccoon River Drive over Sugar Creek Bridge Replacement. Work on this project included reconstruction of an existing bridge over Sugar Creek.

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

This agenda item was distributed to the Public Services Subcommittee by e-mail only.

OUTSTANDING ISSUES:

None.

RECOMMENDATION:

City Council Adopt:

- Resolution Accepting Work for Raccoon River Drive over Sugar Creek Bridge Replacement.

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

BOA

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

RESOLUTION ACCEPTING WORK

WHEREAS, on September 19, 2016 the City Council entered into a contract with Iowa Bridge & Culvert of Washington, Iowa for the following described public improvement:

**Raccoon River Drive over Sugar Creek Bridge Replacement
Project No. 0510-065-2015**

and,

WHEREAS, said contractor has substantially completed the construction of said improvement in accordance with plans and specifications as shown by the report of the City Engineer filed with the City Clerk on August 20, 2018; and,

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

therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA, that said report of the City Engineer is hereby approved and said public improvement is accepted as having been substantially completed in accordance with plans and specifications and the total final construction cost of said improvement is \$1,148,523.37 as shown in said report, and that the Finance Director is hereby authorized to make payment to the Contractor in the amount of \$57,426.17, which includes retainage for the project, no sooner than 30 days subject to the Contractor satisfying all the conditions of the contract.

PASSED AND APPROVED on this **20th** day of **August, 2018**.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson
City Clerk



Department of Engineering Services
 4200 Mills Civic Pkwy, Ste 2E, PO Box 65320
 West Des Moines, IA 50265-0320
 (515) 222-3475 Fax (515) 273-0603

RETAINAGE

Contractor: Iowa Bridge and Culvert LC
 409 N. Avenue B
 Washington, IA 52353

Project Title	Raccoon River Dr Over Sugar Creek Bridge	
WDM Project File Number	0510-065-2015	
Purchase Order Number	2017-00000209	
Orig. Contract Amount & Date	\$1,174,144.70	09/19/16
Estimated Completion Date	05/31/17	
Pay Period	01/09/18 to 09/15/2018	
Pay Request Number	Retainage	
Date	09/17/18	

BID ITEMS							
Item No.	Description	Unit	Est. Qty	Unit Price	Extended Price	Quantity Completed	Value Completed
BRIDGE ITEMS							
1	Excavation, Class 10, Channel	CY	1,360	\$11.90	\$16,164.00	1,360.00	\$16,164.00
2	Removal of Existing Bridge	LS	1	\$35,000.00	\$35,000.00	1.00	\$35,000.00
3	Excavation, Class 20	CY	220	\$35.00	\$7,700.00	220.00	\$7,700.00
4	Excavation, Class 21	CY	106	\$175.00	\$18,550.00	106.00	\$18,550.00
5	Structural Concrete (Bridge)	CY	127.7	\$650.00	\$83,005.00	127.70	\$83,005.00
6	High Performance Structural Concrete (Bridge)	CY	270.3	\$600.00	\$162,180.00	270.30	\$162,180.00
7	Reinforcing Steel	LB	10,535	\$1.05	\$11,061.75	10,535.00	\$11,061.75
8	Reinforcing Steel, Epoxy Coated	LB	71255	\$1.05	\$74,817.75	71,255.00	\$74,817.75
9	Beams, Pretensioned Prestressed Concrete, BTB 50	EACH	8	\$12,000.00	\$96,000.00	8.00	\$96,000.00
10	Beams, Pretensioned Prestressed Concrete, BTB 90	EACH	4	\$20,000.00	\$80,000.00	4.00	\$80,000.00
11	Structural Steel	LB	4615	\$3.50	\$16,152.50	4,615.00	\$16,152.50
12	Concrete Barrier Railing	LF	443	\$45.00	\$19,935.00	443.00	\$19,935.00
13	Piles, Steel, HP10x57	LF	1,500	\$37.00	\$55,500.00	1,500.00	\$55,500.00
14	Prebored Holes	LF	120	\$45.00	\$5,400.00	120.00	\$5,400.00
15	Bridge Wing Armoring - Erosion Stone	SY	18	\$40.00	\$720.00	18.00	\$720.00
16	Engineering Fabric	SY	2,183	\$2.20	\$4,802.60	2,098.00	\$4,615.60
17	Revetment, Class E	TON	2403	\$49.90	\$119,909.70	2,270.18	\$113,281.98
18	Construction Survey	LS	1	\$6,610.00	\$6,610.00	1.00	\$6,610.00
ROADWAY ITEMS							
19	Clearing and Grubbing	ACRE	1.6	\$25,200.00	\$40,320.00	1.60	\$40,320.00
20	Excavation, Class 10	CY	11,338	\$11.30	\$128,119.40	9,598.00	\$108,457.40
21	Gravel Shoulder	TON	243	\$52.60	\$12,781.80	114.79	\$6,037.95
22	Paved Shoulder, PCC (Paved Shoulder Panel for Bridge End Drain)	SY	47	\$95.00	\$4,465.00	47.00	\$4,465.00
23	Bridge Approach Pavement, As Per Plan	SY	546	\$185.00	\$101,010.00	546.00	\$101,010.00
24	Bridge End Drain, DR-402	EACH	4	\$5,000.00	\$20,000.00	4.00	\$20,000.00
25	Steel Beam Guardrail	LF	150	\$17.50	\$2,625.00	150.00	\$2,625.00
26	Steel Beam Guardrail Barrier Transition Section	EACH	4	\$1,750.00	\$7,000.00	4.00	\$7,000.00
27	Steel Beam Guardrail End Anchor, Bolted	EACH	4	\$175.00	\$700.00	4.00	\$700.00
28	Steel Beam Guardrail End Terminal	EACH	4	\$1,750.00	\$7,000.00	4.00	\$7,000.00
29	Removal of Pavement	SY	794.00	\$11.30	\$8,972.20	794.00	\$8,972.20
30	Painted Pavement Markings, Waterborne or Solvent-Based	STA	8.28	\$125.00	\$1,035.00	8.51	\$1,063.75
31	Traffic Control	LS	1	\$6,600.00	\$6,600.00	1.00	\$6,600.00
32	Railroad Protective Liability Insurance for IAIS Railroad LTD.	LS	1	\$5,200.00	\$5,200.00	1.00	\$5,200.00
33	Storm Water Pollution Prevention Plan Inspections	EACH	40	\$40.00	\$1,600.00	46.00	\$1,840.00
34	Storm Water Pollution Prevention Plan Preparation	LS	1	\$1,100.00	\$1,100.00	1.00	\$1,100.00
35	Storm Water Pollution Prevention Plan Management	LS	1	\$1,000.00	\$1,000.00	1.00	\$1,000.00
36	Erosion Control Mulching, Hydromulching	ACRE	1.6	\$2,500.00	\$4,000.00	1.00	\$2,500.00
37	Native Grass Seeding	ACRE	0.8	\$1,500.00	\$1,200.00	1.12	\$1,680.00
38	Stabilizing Crop - Seeding and Fertilizing	ACRE	0.8	\$625.00	\$500.00		\$0.00
39	Silt Fence	LF	1694	\$1.60	\$2,710.40	36.00	\$57.60
40	Removal of Silt Fence	LF	1694	\$0.40	\$677.60		\$0.00
41	Perimeter and Slope Sediment Control Device, 9 in. Dia.	LF	1000	\$1.60	\$1,600.00	1,201.00	\$1,921.60

42	Removal of Perimeter and Slope Sediment Control Device	LF	1000	\$0.40	\$400.00		\$0.00
ITEMS ADDED BY CHANGE ORDER							
43	Additional Detour Signage	LS	1	\$3,575.00	\$3,575.00	1.00	\$3,575.00
44	Rolled Erosion Control Product, Type 2.C	SY	2400	\$1.49	\$3,576.00	3,872.00	\$5,769.28
45	TC-213 Traffic Control Setup	LS	1	\$825.00	\$825.00	1.00	\$825.00
46	Complete Pavement Markings Under Traffic	LS	1	\$550.00	\$550.00	1.00	\$550.00
47	Flaggers	EACH	14	\$550.00	\$7,700.00	2.00	\$1,100.00
48	TC-202 Traffic Control Setup	LS	1	\$440.00	\$440.00	1.00	\$440.00
				TOTAL	\$1,190,810.70		\$1,148,523.37

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

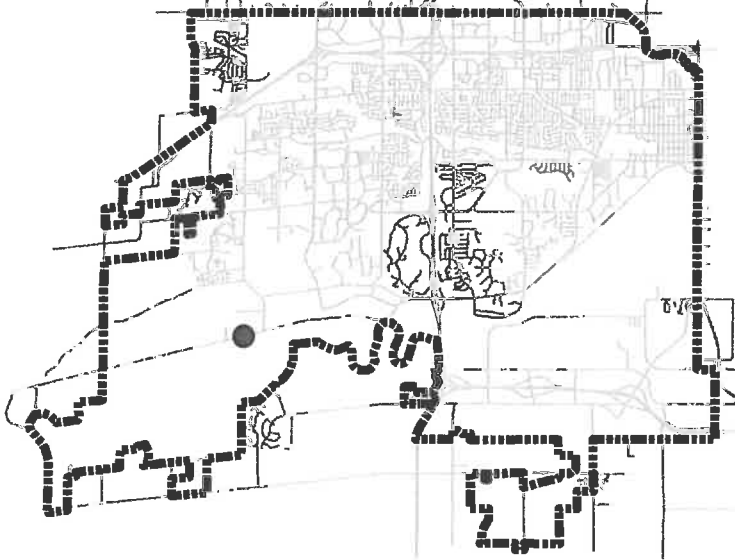
PAY REQUEST SUMMARY		
	Total Approved	Total Completed
Contract Price	\$1,174,144.70	\$1,148,523.37
Approved Change Order 1	\$3,575.00	
Approved Change Order 2	(\$1,274.00)	
Approved Change Order 3	\$9,075.00	
Approved Change Order 4	(\$660.00)	
Approved Change Order 5	(\$36,337.33)	
Revised Contract Price	\$1,148,523.37	\$1,148,523.37
	Materials Stored	\$0.00
	Retainage (5%)	\$0.00
	Total Earned Less Retainage	\$1,148,523.37
Total Previously Approved (list each)	Pay Request 1	\$79,097.95
	Pay Request 2	\$97,900.16
	Pay Request 3	\$80,804.91
	Pay Request 4	\$89,349.69
	Pay Request 5	\$92,239.38
	Pay Request 6	\$207,855.72
	Pay Request 7	\$5,183.96
	Pay Request 8	\$210,437.24
	Pay Request 9	\$56,688.82
	Pay Request 10	\$93,558.56
	Pay Request 11	\$54,866.96
	Pay Request 12	\$10,715.32
	Pay Request 13	\$12,398.53
	Total Previously Approved	\$1,091,097.20
	Amount Due This Request	\$57,426.17
	Percent Complete	100%
	Percent of Contract Period Utilized	100%

The amount **\$57,426.17** is recommended for approval for payment in accordance with the terms of the Contract

Checked By: <i>CJC om</i> City of West Des Moines Signature: <i>Brian J. Homesath</i> Name: Brian J. Homesath, P.E. Title: City Engineer Date: 8.16.18



VICINITY MAP



LEGEND

PROJECT LOCATIONS



PROJECT: **Sugar Creek Conveyance Improvements (0510-065-2015)**

LOCATION: **Approximately 1000' West of South 88th Street & Raccoon River Drive**

DRAWN BY: JDR

DATE: 8-12-2016

SHT. 1 of 1

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

DATE: August 20, 2018

ITEM:

Resolution - Approving Professional Services Agreement
Valley Junction Master Planning

FINANCIAL IMPACT:

The cost of the Professional Services Agreement associated with the design of this project is anticipated not to exceed \$88,500.00 for Basic Services. Should the cost for the professional services be projected to exceed the amounts set forth in the contract, staff would not authorize such expenditures without further approval by the City Council. All work will be billed on an hourly basis using the established hourly fee structure as set forth in the contract. All costs for these services can be paid from account no. 500.000.000.5250.495 with the ultimate funding intended to come from General Obligation Bonds.

BACKGROUND:

Approval of this action authorizes HR Green, Inc. to perform the professional services necessary for the Valley Junction Master Planning. Teska Associates and Business Districts, Inc. completed a Historic West Des Moines Master Plan in September 2016. The Master Plan made several recommendations for enhancing Historic West Des Moines, but did not go in-depth regarding constructability or costs of implementation. The intent of this Valley Junction Master Planning project will be to perform concept development of streetscape improvements along 5th Street, directional signage of public parking in the Valley Junction area, and angled parking in the 500 block of 5th Street and generate cost estimates in order to aid in future CIP budgeting.

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 Valley Junction Master Planning.

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>(initials)</i>

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Services		
Date Reviewed	August 13, 2018		
Recommendation	Yes	No	Split

RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT

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

**Valley Junction Master Planning
Project No. 0210-057-2018**

and,

WHEREAS, said Concept Development and Estimate of Costs need to be prepared; and,

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

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

Basic Services of the Consultant	\$88,500.00
Resident Consultant Services	<u>\$ 0.00</u>
Total	\$88,500.00

therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA, that HR Green, Inc. is hereby directed to prepare Concept Development and Cost Estimates for the above named project.

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

PASSED AND APPROVED on this 20th day of August, 2018.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This Agreement is made and entered into this 20th day of August, 2018, by and between the CITY OF WEST DES MOINES, a municipal corporation, hereinafter referred to as "City", and HR Green, Inc. (Fed. I.D. #42-0927178), 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 Valley Junction Master Planning (Project No. 0210-057-2018) 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	\$ 88,500.00
II. Resident Consultant Services	\$ N/A

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: HR Green, Inc.
Attn: David J. Moermond
Address: 5525 Merle Hay Road
City, State: Johnston,, IA 50301

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.

HR Green, Inc.

BY: 
David J. Moermond, P.E. Vice President

CITY OF WEST DES MOINES

BY: _____
Ryan T. Jacobson, City Clerk

ATTACHMENT 1

SCOPE OF SERVICES

The City of West Des Moines is interested in implementing recommendations from the Historic West Des Moines Master Plan completed in September 2016. The City has selected the following potential improvements for further Concept Development and Cost Analysis:

1. Streetscape Improvements
2. Directional signing for parking
3. Angle parking in the 500 block of 5th Street

I. BASIC SERVICES OF THE CONSULTANT

The Consultant shall coordinate on a regular basis with the City to clarify and define the City's requirements for the project. The City agrees to furnish to the Consultant full information with respect to the City's requirements, including special or extraordinary considerations for the project or special services needed, and to make available pertinent existing data. The Consultant shall provide the following services:

A. Streetscape Improvements

- a. Develop conceptual layouts for streetscape project elements including:
 - i. widening the sidewalks on 5th Street
 - ii. replacing the existing brick pavers
 - iii. constructing mid-block and intersection bump outs
 - iv. a shared use street concept along Maple Street
 - v. constructing a raised platform intersection at 5th and Maple
 - vi. adding parklets
 - vii. replacing the Street Lighting
 - viii. replacement of water services
- b. Facilitate selection of desired project elements
- c. Develop opinion of project costs for the alternative projects

B. Directional Signing for Parking

- a. Develop parking sign type alternatives
- b. Create a brochure showing public parking locations
- c. Facilitate the selection of a proposed signing system
- d. Develop conceptual layout for proposed parking sign system
- e. Develop and opinion of probable project costs for the proposed signing project

C. Angle parking in the 500 block of 5th Street

- a. Develop conceptual plans
- b. Prepare an opinion of probable project cost for parking expansion project

D. Draft Cost Study Report

The Consultant will draft a report from the results of Tasks A through C. This report will summarize the options for proposed improvements and include an opinion of probable project costs for the various options being considered.

E. Stakeholder Involvement

The Consultant will prepare displays for and attend stakeholder meetings. The purpose of these meetings will be to share the goals and objectives of the study and to discuss the preliminary findings with various stakeholders.

F. Meetings

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

G. Final Cost Study Report

Upon obtaining input from various stakeholders on the draft report, a final report will be prepared. Five hard copies and a digital file of the final report will be delivered to the City.

H. Project Management

The Consultant's project manager will be responsible for progress reporting, invoicing, and coordination with the City regarding project activities, meetings and deliverables. This task also includes development and execution of quality control plans. Such plans include scheduling of staff, review of progress, and senior review of deliverables.

II. RESIDENT ENGINEERING SERVICES

Not applicable

III. ADDITIONAL SERVICES NOT INCLUDED IN THIS CONTRACT

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

- 1 Topographic and legal surveys
- 2 Preliminary and final design
- 3 Construction period services

ATTACHMENT 2

PROJECT SCHEDULE

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

I. Basic Services of the Consultant	
A. Notice to Proceed	August 2018
B. Concept Development	August - September 2018
C. Draft Report	October 2018
D. Final Report	December 2018



**ATTACHMENT 3
SCHEDULE OF FEES**

HR GREEN, INC.

Billing Rate
Schedule Effective
January 1, 2018

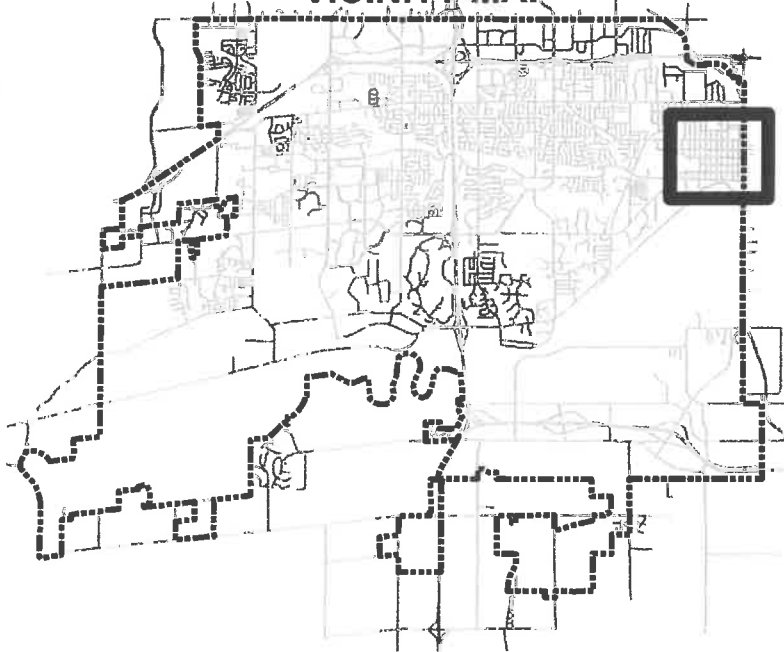
Professional Services	Billing Rate Range
Principal	\$195- \$280
Senior Professional	\$170- \$250
Professional	\$110- \$195
Junior Professional	\$85- \$140
Senior Technician	\$115- \$140
Technician	\$80- \$125
Senior Field Personnel	\$100- \$170
Field Personnel	\$90- \$165
Junior Field Personnel	\$50- \$95
Administrative Coordinator	\$65-\$105
Administrative	\$60- \$110
Corporate Admin	\$80- \$140
Operators/Interns	\$50- \$100

Reimbursable Expenses

1. All materials and supplies used in the performance of work on this project will be billed at cost plus 10%.
2. Auto mileage will be charged per the standard mileage reimbursement rate established by the Internal Revenue Service. Survey and construction vehicle mileage will be charged on the basis of \$0.85 per mile.
3. Charges for sub-consultants will be billed at their invoice cost plus 15%.
4. A rate of \$6.00 will be charged per HR Green labor hour for a technology and communication fee.
5. All other direct expenses will be invoiced at cost plus 10%.



VICINITY MAP



LEGEND

PROJECT LOCATION



PROJECT:

Valley Junction Master Planning

LOCATION:

Exhibit "A"

DRAWN BY: JDR

DATE: 7/27/2018

PROJECT NUMBER/NAME: 0210-057-2018

SHT. 1 of 1

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

4(n)2

DATE: August 20, 2018

ITEM:

Resolution - Approving Professional Services Agreement
Nature Lodge HVAC Replacement, Roof Repairs & Exterior Improvements

FINANCIAL IMPACT:

The cost of the Professional Services Agreement associated with the design of this project is anticipated not to exceed \$35,800.00 for Basic Services. In addition, the cost for performing Resident Consultant Services will not exceed \$14,500.00. 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 Benjamin Design Collaborative to perform the professional services necessary for the HVAC replacement, roof replacement, and various exterior improvements at the Nature Lodge located at 2500 Grand Avenue within the Raccoon River Regional Park.

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 Nature Lodge HVAC Replacement, Roof Repairs & Exterior Improvements.

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

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>TS</i>

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Services		
Date Reviewed	August 13, 2018		
Recommendation	Yes	No	Split

RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT

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

**Nature Lodge HVAC Replacement, Roof Repairs & Exterior Improvements
Project No. 0510-019-2018**

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 Benjamin Design Collaborative, and,

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

Basic Services of the Consultant	\$35,800.00
Resident Consultant Services	<u>\$14,500.00</u>
Total	\$50,300.00

therefore,

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

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

PASSED AND APPROVED on this **20th** day of **August, 2018**.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This Agreement is made and entered into this twentieth day of August, 201⁸, by and between the CITY OF WEST DES MOINES, a municipal corporation, hereinafter referred to as "City", and Benjamin Design Collaborative, P.C., (Fed. I.D. # 01-0789077), a professional corporation incorporated and licensed under the laws of the State of Iowa, party of the second part, hereinafter referred to as "Consultant" as follows:

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

1. SCOPE OF SERVICES

Services provided under this Agreement for the Project Name (Project No. 0510-019-2018) 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	\$35,800
II. Resident Consultant Services	<u>\$14,500</u>

Total \$50,300

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

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

4. INSURANCE

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

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

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

5. NOTICE

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

FOR THE CITY:

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

FOR THE CONSULTANT:

Name: Benjamin Design Collaborative, P.C.
Attn: John Lott, AIA
Address: 401 Clark Ave., Suite 200
City, State: Ames, IA 50010

6. GENERAL COMPLIANCE

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

7. STANDARD OF CARE

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

8. INDEPENDENT CONTRACTOR

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

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

9. NON-DISCRIMINATION

Consultant will not discriminate against any employee of applicant for employment because of 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.

Benjamin Design Collaborative

BY: _____


John Lott, AIA, President

CITY OF WEST DES MOINES

BY: _____

Ryan T. Jacobson, City Clerk



August 20, 2018

Attachment 1

Scope of Services

Nature Lodge HVAC, Roof & Exterior Improvements City of West Des Moines

Professional Services

The following items listed are in our original agreement:

- ▶ Visit the site to document existing conditions and identify the repairs needed. We will meet with Owner's Representatives and determine their concerns, and establish a full scope of the project.
- ▶ Review the recommended solutions and Opinions of Cost with Owner's Representatives, work together to determine which set of solutions is the most viable for the facility. Through our discussion we will work together to see how the required work will fit within the next fiscal year's budget.
- ▶ Complete Construction Documents and Opinion of Probable Cost based on direction given. The project scope will be determined in response to the Owner's Representative decisions and direction. The initial scope to include the following: Design of a full replacement of HVAC systems and new building automation system, design of electrical system modification systems and fire alarm system modifications as required by the new mechanical systems, design of a full roof replacement over the flat roof areas of the building, and design and detailing of exterior siding replacement and material upgrades as identified in the Water Infiltration Study.
- ▶ Issue Documents for Bidding and Attend the Bid Opening at the appointed time.
- ▶ Administer the Construction Contract after construction begins: attend preconstruction meeting and regular progress meetings, answer questions, process pay applications, review shop drawings, attend regular site visits, and oversee any potential changes in the Work.

Services will be provided on an hourly basis with a not to exceed cap. Fee Breakdown is as follows:

▶ Basic Services	\$35,800.00
▶ Resident Consultant Services	\$14,500.00

*Project Commissioning will be handled under separate agreement.



August 20, 2018

Attachment 2 Anticipated Schedule

Nature Lodge HVAC, Roof & Exterior Improvements City of West Des Moines

The following schedule is developed as a guide for coordination of events surrounding the implementation of the total Project. This schedule is not final, but was created to be used as a baseline to organize other parties and events where input is needed. A monthly status update will be given during the project.

Due to the potential lack of funding within the current budget year, it is anticipated that the Basic Services would be completed this fiscal year, and the Resident Services would begin after July 2019. The following listing is a tentative schedule:

September	Work with RCE to design the new mechanical systems needed and verify the adequacy of the electrical and other building systems. We will then develop mechanical systems and exterior repair options to consider and present them to the Owner's Representative for review and decision making.
October	Once decisions are made, we will further develop the schemes along with their Opinion of Probable Cost. After review with Owner's Representative and their acceptance, begin Construction Documents on design solutions chosen.
December	Construction Documents completed and Opinion of Probable Cost are ready to present to Owner's Representative for review.
January 2019	Discussion and decisions made about setting bidding and construction schedule.

****Timeline for bidding and construction will be determined upon acceptance by the City Council.****

Summer 2019	Beginning of Construction, Duration 8 - 14 weeks
-------------	--

****Timeline for construction is dependent on the accepted Contractor and their construction schedule ****



August 20, 2018

Attachment 3 Statement of Fees

Nature Lodge HVAC, Roof & Exterior Improvements City of West Des Moines

We agree to perform Professional Services as stated in the Scope of Services on an Hourly Rate. The following current schedule of hourly rates are as follows:

Staff Hourly Billable Rates

Principal's Time	\$150.00 per hour
Architect's Time	\$110.00 per hour
Architectural Intern's Time	\$85.00 per hour
Technician's Time	\$55.00 per hour
Clerical Time	\$45.00 per hour

RCE Sub-consultants Billable Rates

Principal's Time	\$140.00 per hour
Senior Mechanical Engineer	\$130.00 per hour
Project Mechanical Engineer	\$115.00 per hour
Mechanical Engineer	\$100.00 per hour
Senior Electrical Engineer	\$140.00 per hour
Engineering Intern or Designer	\$90.00 per hour
Clerical	\$50.00 per hour

Reimbursable Costs

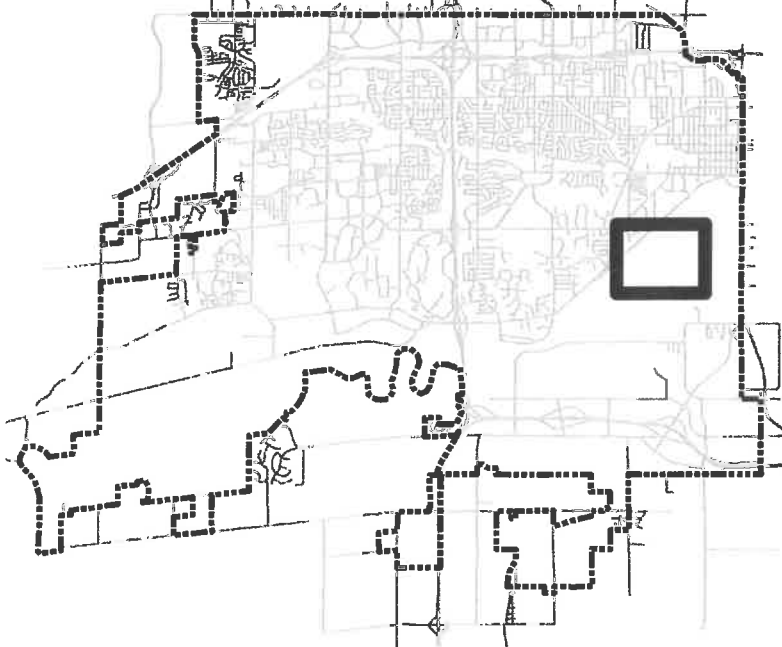
Mileage to and from Jobsite	\$40 per trip.
<i>Due to the travel distance between Ames and West Des Moines, and the anticipated number of trips that will be required, we recommend a flat fee.</i>	
Plots and Prints for Owner's Use	<i>Cost incurred plus 10% handling</i>
Copies	<i>Cost incurred plus 10% handling</i>
Phone Calls	<i>Included in Billable Rate</i>

**Note: The use of electronic distribution of documents is encouraged to minimize reimbursable costs.*

These rates are subject to annual review and revision, as per industry standard. If changes are required they would be presented to the Owner for written approval.

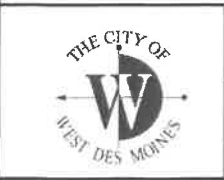


VICINITY MAP



LEGEND

PROJECT LOCATION 



PROJECT: **Nature Lodge HVAC Replacement, Roof Repair, Exterior Improvement**

LOCATION: **Exhibit "A"**

DRAWN BY: JDR

DATE: 7/27/2018

PROJECT NUMBER/NAME: 0510-019-2018

SHT. 1 of 1

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

DATE: August 20, 2018

ITEM:

Resolution - Approving Professional Services Agreement
City-Wide Facility Space Planning

FINANCIAL IMPACT:

The cost of the Professional Services Agreement associated with the design of this project is anticipated not to exceed \$103,500.00 for Basic Services. Should the cost for the professional services be projected to exceed the amounts set forth in the contract, staff would not authorize such expenditures without further approval by the City Council. All work will be billed on an hourly basis using the established hourly fee structure as set forth in the contract. All costs for these services can be paid from account no. 500.000.000.5250.495 with the ultimate funding intended to come from General Operating Funds.

BACKGROUND:

Approval of this action authorizes Invision Architecture, Planning & Interiors to perform the professional services necessary for various City facility assessments. The existing Public Services building located at 560 South 16th Street and the current Parks Department site located at 1423 14th Street will be assessed in conjunction with the anticipated relocation of Public Services to their new facility located at 8850 Grand Avenue. Public Safety Station #19 located at 8055 Mills Civic Parkway and Public Safety Station #22 located at 1801 68th Street will be assessed in conjunction with the possible relocation of WestCom to a different City facility. Public Safety Station #21 located at 3421 Ashworth Road will be assessed in conjunction with the possible relocation of Fire Administration staff to a different City facility.

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 City-Wide Facility Space Planning.

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

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>W</i>

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Services		
Date Reviewed	August 13, 2018		
Recommendation	Yes	No	Split

RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT

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

**City-Wide Facility Space Planning
Project No. 0510-022-2018**

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 Invision Architecture, Planning & Interiors, and,

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

Basic Services of the Consultant	\$103,500.00
Resident Consultant Services	<u>\$ 0.00</u>
Total	\$103,500.00

therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA, that Invision Architecture, Planning & Interiors 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 Invision Architecture, Planning & Interiors for the cost indicated above as payment by the City of West Des Moines for the services indicated.

PASSED AND APPROVED on this **20th** day of **August, 2018**.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This Agreement is made and entered into this 20th day of August, 2018, by and between the CITY OF WEST DES MOINES, a municipal corporation, hereinafter referred to as "City", and INVISION Architecture, Planning, Interiors, (Fed. I.D. # 420921076), a professional corporation incorporated and licensed under the laws of the State of Iowa, party of the second part, hereinafter referred to as "Consultant" as follows:

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

1. SCOPE OF SERVICES

Services provided under this Agreement for the **City-Wide Facility Space Planning (Project No. 0510-022-2018)** 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	\$103,500
II. Resident Consultant Services	\$0

Total **\$103,500**

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: INVISION Architecture, Planning, Interiors
Attn: Mark Nevenhoven
Address: 303 Watson Powell Jr. Way, Suite 200
City, State: Des Moines, IA 50309

6. GENERAL COMPLIANCE

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

7. STANDARD OF CARE

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

8. INDEPENDENT CONTRACTOR

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

9. NON-DISCRIMINATION

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

10. HOLD HARMLESS

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

11. ASSIGNMENT

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

12. APPROPRIATION OF FUNDS

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

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- 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.

INVISION Architecture, Planning, Interiors

CITY OF WEST DES MOINES

BY:


Mark J. Nevenhoven

BY:

Ryan T. Jacobson, City Clerk

ATTACHMENT 1

SCOPE OF SERVICES

We respectfully submit this proposal for Design Professional services for the City of West Des Moines City-Wide Facilities Space Planning project. Per our conversations with the leadership team at City Hall, we understand the project to include:

Facility, site and space utilization including:

Building	Needs	Assessment Items
Station 19 WestCom-old site	Return to purpose-EMS	Facility assessment to determine existing WestCom use; space utilization analysis
Station 22	Test WestCom moving here Need site for new fire station	Site analysis, programming and test fits for new fire station; budget for new facility Test fit WestCom in current Station 22 location
Station 21	Fire Administration Offices	Development, programming and test fits for new fire station
Stations 17 and 18		Building tours only
Public Works-Old Site	Determine future use	Facility assessment to determine repurposing, tear down or other options for City consideration Facility conditions assessment
Parks & Rec Site (near Station 17)	Maximize usage of site	Site analysis, needs assessment and test fits of existing site opportunities

Our proposed service fees include the costs we estimate to incur for site analysis, project documentation, budgeting estimates and report documentation for City records.

Allowances Included in Fees

No allowances are included in this proposal.

Owner Review Sets

Draft reports will be provided to the Owner at:

50% Documentation

95% Documentation

FF& E Services

No FF&E Services are included in this proposal.

PROJECT TEAM

Architect

INVISION Planning Architecture Interiors
303 Watson Powell Jr. Way Suite 200
Des Moines, Iowa 50309
(515)-633-2941

Project Contact	Kerry Weig	kerrw@invisionarch.com
Invoicing Primary Contact	Lynor Koch	lynork@invisionarch.com
Backup Invoicing Contact	Kerry Weig	kerryw@invisionarch.com

No other consultants are included in this proposal.

ATTACHMENT 2

PROJECT SCHEDULE

Work will commence upon the execution of this agreement. Proposed schedule dates:

Phase	Date Start	Date Complete
Draft Report	August 20, 2018	October 15, 2018
Final Report		December 31, 2018

ATTACHMENT 3

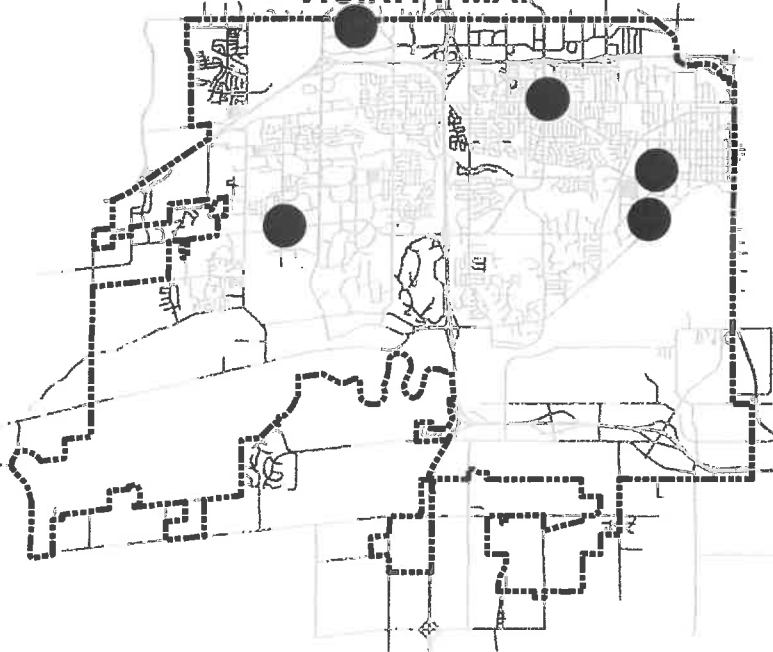
SCHEDULE OF FEES

August 2018

Partner	\$250
Principal	\$165
Architect	\$85 - \$140
Project Manager	\$75 - \$150
Intern Architect	\$65-\$90
Student Intern	\$55
Interior Designer	\$80-95
Medical Planner	\$140-150
Standards and Model	\$110
Content Manager	
Specification Writer	\$135-150
Graphic Designer	\$95
Draftsperson	\$70 - \$90
Administrative	\$55-\$150

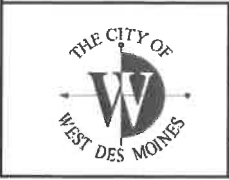


VICINITY MAP



LEGEND

PROJECT LOCATION



PROJECT:	City Wide Facility Space Planning		
LOCATION:	Exhibit "A"		
DRAWN BY: JDR	DATE: 7/27/2018	PROJECT NUMBER/NAME: 0510-022-2018	SHT. 1 of 1

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

DATE: August 20, 2018

ITEM:

Resolution - Approving Professional Services Agreement
South Jordan Creek Parkway – Grand Avenue to Raccoon River Drive

FINANCIAL IMPACT:

The cost of the Professional Services Agreement associated with the design of this project is anticipated not to exceed \$154,780.00 for Basic Services. In addition, the cost for performing Resident Consultant Services will not exceed \$40,565.00. 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 Mills Subdistrict #7 TIF.

BACKGROUND:

Approval of this action authorizes Olsson & Associates to perform the professional services necessary for the construction of South Jordan Creek Parkway from Grand Avenue to Raccoon River Drive. Close coordination will take place with the proposed Central Iowa All Sports & Events Center adjacent to this roadway.

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 South Jordan Creek Parkway – Grand Avenue to Raccoon River Drive.

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>BA</i>

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Services		
Date Reviewed	August 13, 2018		
Recommendation	Yes	No	Split

RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT

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

**South Jordan Creek Parkway – Grand Avenue to Raccoon River Drive
Project No. 0510-047-2018**

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 Olsson & Associates, and,

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

Basic Services of the Consultant	\$154,780.00
Resident Consultant Services	<u>\$ 40,565.00</u>
Total	\$195,345.00

therefore,

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

PASSED AND APPROVED on this 20th day of August, 2018.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This Agreement is made and entered into this 20th day of August, 2018, by and between the CITY OF WEST DES MOINES, a municipal corporation, hereinafter referred to as "City", and Olsson Associates (Fed. I.D. # 47-0781766), 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 South Jordan Creek Parkway – Grand Avenue to Raccoon River Drive (Project No. 0510-047-2018) 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	\$ 154,780
II. Resident Consultant Services	\$ <u>40,565</u>
Total	\$ 195,345

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: Olsson Associates
Attn: Michael Jackson, PE
Address: 7157 Vista Drive
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 employées and representatives are not City employees. Consultant shall be solely responsible for payment of salaries, wages, payroll taxes, unemployment benefits, or any other form of compensation or benefit to Consultant or Consultant's employees, representatives or other personnel performing the professional services specified herein, whether it be of a direct or indirect nature. Further, it is expressly understood and agreed that for such purposes neither Consultant nor Consultant's employees, representatives or other personnel shall be entitled to any City payroll, insurance, unemployment, worker's compensation, retirement, or any other benefits whatsoever.

9. NON-DISCRIMINATION

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

10. HOLD HARMLESS

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

11. ASSIGNMENT

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

12. APPROPRIATION OF FUNDS

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

13. AUTHORIZED AMENDMENTS TO AGREEMENT

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

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

14. OWNERSHIP OF CONSULTING DOCUMENTS

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

15. INTERPRETATION

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

16. COMPLIANCE WITH FEDERAL LAW

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

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- A. The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that the Consultant has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or contingent fee.
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- 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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The Consultant shall pay all sales and use taxes required to be paid to the State of Iowa on the work covered by this Agreement. The Consultant shall execute and deliver and shall cause any sub-consultant or subcontractor to execute and deliver to the City certificates as required to permit the City to make application for refunds of said sales and use taxes as applicable. The City is a municipal corporation and not subject to state and local tax, use tax, or federal excise taxes.

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

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

23. COUNTERPARTS


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

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

OLSSON ASSOCIATES

CITY OF WEST DES MOINES

BY:



 Jon Pittman, Survey Team Leader

BY:

 Ryan T. Jacobson, City Clerk

ATTACHMENT 1

SCOPE OF SERVICES

The Consultant's Scope of Services for the Agreement is indicated below.

PROJECT DESCRIPTION AND LOCATION

Project will be located at: South Jordan Creek Parkway
– Grand Avenue to Raccoon River Drive

Project Description: Design of approximately 0.17 miles of 4-lane Major Arterial

SCOPE OF SERVICES – BASIC SERVICES

GENERAL

This scope of services describes the tasks required for completion of engineering analyses, obtaining applicable permits, drainage analysis, surveying, preliminary and final roadway design plans and specifications and resident construction services on South Jordan Creek Parkway in West Des Moines, IA. The project begins at the existing intersection of South Jordan Creek Parkway (SJCP) and Grand Avenue and extends south to Raccoon River Drive. The extension of SJCP also includes an at-grade crossing of the Iowa Interstate Railroad, just north of Raccoon River Drive. The design will be for grading a 4-lane divided urban roadway section and paving two lanes.

These services will include serving as Owner's professional representative for the Project, providing professional consultation and advice and furnishing customary services incidental thereto. The design will conform to applicable City of West Des Moines standards and Iowa Statewide Urban Design and Specifications (SUDAS) requirements. The consultant will include additional designs and specifications, as necessary.

The Owner will provide available relevant studies, reports, mapping, survey, prior project plans, and data at no cost to Consultant, which may include but not be limited to:

- Ownership records and title searches (if available)
- Available water and sewer locations, size, and materials
- Copies of available reports
 - Available drainage studies
 - Available geotechnical reports
 - Available traffic studies
- Bench marks and horizontal control points
- Available accident data
- Available traffic counts
- Available plats of adjacent properties

- Access to GIS information
 - Property Information
 - Utility data
 - Contours Data
- Latest aerial files
- Any Significant permit fees

TASK 1 - PROJECT MANAGEMENT

a. Project Kick-off Meeting

Once notice to proceed has been received, Consultant will schedule and conduct a project kick-off meeting with the Owner and key stakeholders. The Owner will supply a list of key stakeholders and Consultant will be responsible for inviting all appropriate parties. Meeting minutes, including a summary of the project criteria and design standards, will be prepared and submitted to the attendees.

b. Design Review Meetings -

Consultant will schedule and conduct two (2) design review meetings. It is anticipated these meetings will occur following the preliminary design (50%) and the final design (95%) submittals. Meeting agenda and minutes will be prepared and submitted to the attendees.

c. Design Progress Meetings -

Consultant will schedule and conduct, on an as-needed basis at the request of the City, any design progress meetings to discuss specific design issues and solutions. Meeting agenda and minutes will be prepared and submitted to the attendees.

d. Contract Administration/Scheduling & Coordination of Design Professionals –

This task includes time for overall management and coordination of the project team, coordination with Owner staff, coordination with key stakeholders, and preparation of progress reports and invoices in accordance with Owner requirements. The project schedule will be prepared and updated as requested by the Owner.

TASK 2 - TOPOGRAPHIC SURVEY

a. Overview

Perform a topography survey for a roughly 300' wide corridor beginning 100 feet north of the north side of the existing Grand Avenue intersection extending to the south edge of pavement for Raccoon River Drive bound by the west top of bank for the adjoining creek, consisting of approximately 5.5 acres.

b. Datum & Control

The Survey will be conducted utilizing the City of West Des Moines vertical datum and Iowa State Plane Coordinate System. A minimum of three control points (P.K. Nail, 5/8" Rebar, Etc.) shall be established for the project.

c. Ownership Map

Right-of-way/plats research and section/property pin locating will be conducted to determine the existing right-of-way. An ownership map will be created identifying existing right-of-way, property lines, and owner information. Preparation of the ownership map does not constitute a boundary survey of affected parcels adjacent to the project.

d. Survey Spot Elevations

Elevations shall be taken on a grid no larger than 50 feet by 50 feet on pavements and 50 feet by 50 feet on unpaved surfaces. Elevations for roadways and other long paved surfaces shall be

determined by cross sectioning the pavement at 50-foot intervals. Intermediate elevations shall be collected as necessary to define breaks in grade and reflect existing site conditions.

e. Contour Interval

The contour interval shall be 1 foot.

f. Planimetric Features

- i. **Pavement:** Identify and locate discernable pavement types (including parking areas and sidewalks), pavement markings, curbs, and gutters. Concrete joint patterns will be included for at tie-in locations at Grand Avenue and Raccoon River Drive.
- ii. **Trees:** Locate trees, with a 6" caliper or larger, and identify by size and type (coniferous or deciduous). Large groupings of trees will be identified by drip lines limits only.
- iii. **Landscaping and Fencing:** The extent of landscaping areas will be located however detailed locations of rocks, shrubs, plantings, sprinklers, lighting, playground equipment, benches, etc. will not be identified. The location of retaining walls and fences together with a notation identifying the general material type (i.e. rock, block, poured, wood, chain link, etc.).

g. Utilities

Public utilities will be mapped to an approximate FHWA Subsurface Utility Engineering (SUE), Quality Level 'C'. An Iowa One-Call Design Request ticket will be submitted.

- i. **Storm:** The location of visible above ground utilities, such as drainage structures, will be located and include the elevations of pipe flow lines, material type, and size.
- ii. **Sanitary:** The location of visible above ground features, such as manholes and cleanouts, will be located and include the elevations of pipe flow lines, material type, and size.
- iii. **Water:** The location of visible above ground features, such as valve boxes, manholes, and fire hydrants, will be located. Available maps and markings will be utilized to plot the location of underground mains.
- iv. **Traffic & Telecommunication:** The location of visible above ground features, such as pedestals and cabinets, will be located. Available maps and markings will be utilized to plot the location of underground lines, including City fiber optic lines.
- v. **Gas:** The location of visible above ground features, such as valve boxes and manholes, will be located. Available maps and markings will be utilized to plot the location of underground lines.
- vi. **Power:** The location of visible above ground features, such as pedestals, transformers, power poles and light poles, will be located. Available maps and markings will be utilized to plot the location of underground lines.

TASK 3 - UTILITY COORDINATION

a. Utility Location/Verification

Consultant will review the utility locations shown on the plans and verify these locations during field inspections. After survey is complete, plans will be printed and distributed to the Utility Companies for verification of ownership, type, size, and location.

Consultant will request that the Utility Companies return to Consultant marked up plans with utility verification. Consultant will incorporate the information into the survey file. All utilities identified in the topographic survey and verified by the individual utility will be incorporated into the plans.

Identification and verification by Consultant and Utility Companies of major utility conflicts such as fiber optic lines, gas pipelines, crude oil pipelines, waterlines, transmission lines, etc., will be accomplished at the earliest possible time during the development and determination of a preferred alignment alternative. Consultant shall identify and evaluate potential strategies to minimize or avoid conflicts where practical. Consultant and the Owner's Project Manager will discuss major conflicts and attempt to avoid them. If avoidance is not possible, Consultant will then request the Utility Company to verify the conflict and provide a preliminary estimate of reimbursable costs (if any) associated with the utility relocation for utilities located in private easement outside of City Right Of Way.

b. Utility Plan Submittal

Upon revising plans based on Owner comments after each Owner submittal (50%, 95%), the plans will be distributed by Consultant to public and private utilities for comment.

c. Utility Review Meetings/Coordination

A utility review meeting will be scheduled with utility companies after completion of the 95% construction plans. Consultant shall include time for coordination via the phone and one-on-one meetings with affected utilities. It is anticipated one (1) utility meeting will be necessary throughout the project.

TASK 4 – GEOTECHNICAL ENGINEERING

a. Limited Geotechnical Exploration

Consultant will conduct a limited geotechnical exploration along the future alignment of the South Jordan Creek Parkway extension from Grand Avenue to Raccoon River Drive. Soil test borings will be completed along the future alignment. This exploration is intended to evaluate in situ subgrade conditions, potential settlement associated with mass grading, and provide earthwork or construction recommendations for new pavements and the rail crossing.

- i. Based on publicly available topography information, the Consultant estimates approximately 5 feet of new fill will be required to achieve final design grades.
- ii. For this project, the Consultant proposes to complete five (5) soil test borings; four (4) to depths of 15 to 20 feet each using a truck mounted drill rig and one (1) to a depth of 10 feet to using hand operated sampling equipment in the north slope of the existing rail embankment. A total drilling footage of 80 linear feet is proposed.
- iii. The soil test boring locations will be staked utilizing GPS coordinates with surface elevations determined by a Consultant or Client designated survey crew after our field exploration is complete. It is anticipated all soil boring locations are readily accessible to the drilling equipment and that no site clearing will be required.
- iv. Soil characteristics will be determined and recommendations concerning the soils and groundwater conditions will be provided in a written report. This report will be reviewed with Client representatives.

b. Field Exploration

- i. The Consultant will contact the IOWA One-Call Service to locate underground utilities at the site. This call will facilitate notification of public or other major private utility companies to locate their lines on the sites. The consultant cannot be responsible for private utilities unless the installations are visible, the locations are provided, and/or marked in the field.
- ii. Some damage to adjacent ground or pavement surfaces may result from the drilling operations or along access pathways for the drilling equipment to travel to or from the boring locations. Olsson will attempt to minimize such damage, but no restoration other than backfilling the soil test borings with auger cuttings is included. Unless otherwise noted, surface coverings will be patched back with like materials.
- iii. During drilling operations, soil sampling will be conducted at 2.5- to 5-foot intervals and in general accordance with ASTM D-1586 (Penetration Test and Split-Barrel Sampling of Soils) or D-1587 (Thin-Walled Tube Sampling of Soils) methodology.
- iv. The Consultant intends to complete the soil boring near Raccoon River Drive just north of the north shoulder to eliminate the need for traffic control measures.

c. Laboratory Services

- i. As soil conditions dictate, laboratory testing may include visual soil classification (ASTM D-2488), unconfined compressive strength (ASTM D-2166), thin-walled tube density (ASTM D-2937), moisture content (ASTM D-2216), Atterberg limits (ASTM D-4318), Standard Proctor (ASTM D-698), Percent passing a #200 sieve, or one-dimensional consolidation/swell (ASTM D-2435).

d. Engineering Analysis and Report

- i. The report will include a discussion of the soil types, soil formations, and engineering characteristics for future earthwork, site grading, and general site development.
- ii. The report will include recommendations regarding over excavation, surcharging, or settlement monitoring if these options are considered necessary for development or construction.
- iii. If applicable, the report will include a discussion of anticipated groundwater or drainage concerns, along with recommendations for addressing these concerns during and after construction.
- iv. Recommendations will be provided regarding the thickness, moisture, and compaction criteria for new roadway embankments and pavement subgrade.
- v. Analysis of the soils encountered regarding shrink/swell characteristics and the potential for reuse as general fill, compacted structural fill, or utility backfill.
- vi. New pavement recommendations will be provided, including applicable thicknesses, drainage recommendations (where applicable), and an estimated CBR value for design, where applicable. The use of and applicable thickness of an aggregate base course will be discussed if necessary for areas of new pavement. We anticipate new pavement thicknesses will closely match those of existing pavements.
- vii. Subgrade stabilization options and procedures will be provided should they be considered necessary for design or become necessary during earthwork or construction.
- viii. A memo type report containing the findings, soil boring logs, laboratory testing results, and recommendations will be provided to the City for design and construction of new pavements and crossings.
- ix. An electronic (pdf) copy of the memo style report of geotechnical exploration will be provided. If requested, the report will be reviewed with City representatives.

TASK 5 - DRAINAGE ANALYSIS

a. Hydrologic / Hydraulic Analysis -

Consultant shall design open and closed drainage systems in accordance with the most current edition of the Iowa Statewide Urban Design and Specifications (SUDAS). To the extent possible recent drainage studies that have been completed in the area shall be used to identify flow characteristics at existing structures. Consultant will evaluate both upstream and downstream drainage impacts as part of the overall project drainage design.

Consultant will provide a drainage area and peak flow analysis for the project. It is expected that the preliminary design of the 4-lane urban section will include approximate inlet locations and primary outfall pipe sizing, for future final system design. Consultant will determine peak flows and perform a detailed hydraulic culvert analysis to analyze flow conditions and verify culvert sizing.

Consultant will complete a preliminary hydrologic and hydraulic analysis report to detail methods used, results, and corresponding design recommendations for the 4-lane urban section. A final hydrologic and hydraulic analysis report will be provided for the final improvements constructed under this contract scope. Any detailed storm sewer design will be covered under the Roadway Design Task 6.

A hydrologic or hydraulic analysis is not expected for a floodplain or FEMA permit.

TASK 6 - ROADWAY DESIGN

In general, the extent of this task will include preliminary roadway design for a four-lane divided section extending South Jordan Creek Parkway from Grand Avenue to Racoon River Drive, paving the two northbound lanes to accommodate 2-way traffic.

a. Site Inspections

Consultant will conduct site visits as required during the course of the project to verify site features with the proposed design work. It is anticipated two (2) site visits will be necessary.

b. Data Collection and Review

Consultant will assemble and review preliminary data available for the project including as-built information for existing streets, utilities, storm sewers and other features within the project area. This will also include review of existing environmental studies, traffic studies and other study information available that pertains to the proposed improvements. Evaluation of intersection sight distances will be documented for the project file.

c. Conceptual Design

Consultant shall prepare conceptual design plans and evaluate alternatives for horizontal and vertical alignments and access management. Primary access locations and intersections are expected to be at the following locations:

- Grand Avenue ("T" intersection)
- Raccoon River Drive ("T" intersection)
- One access at the project mid-point serving the private property adjacent to the east.

Alternatives developed will take into consideration recommendations from any traffic analyses and shall include an evaluation of both the horizontal and vertical alignment along the proposed roadway corridor, preliminary grading limits, proposed roadway and intersection geometrics, median widths, identification of right-of-way needed and potential property impacts. Consultant shall summarize the alternatives developed and provide to the City and other jurisdictional representatives (as required) to review the alternatives and conceptual plans prior to presenting alternatives to stakeholders and the public for comments.

e. Preliminary Design Plan Submittal (50%)

Consultant shall prepare project base files and 50% submittal plan sheets in accordance with the Consultant's CAD standards for the grading of a 4-lane urban section and paving of the two northbound lanes on South Jordan Creek Parkway. Plan sheets to be included in the 50% submittal include the following:

- Cover Sheet
- Typical Section Sheets
- General Notes Sheets
- Horizontal/Vertical Control Sheets
- Roadway Plan and Profile Sheets
- Right-of-Way Sheets
 - Existing right-of-way and ownerships identified
- Storm Sewer Outfall Plan and Profile Sheets
- Roadway Cross-Section Sheets (25 foot intervals)

After conducting the preliminary plan review meeting, Consultant will revise the preliminary plans based on Owner comments and decisions, and provide completed preliminary plans for Owner's filing and future use.

f. Final Design Plan (95%) Submittal

Upon approval of the preliminary design, Consultant shall prepare project base files and 95% submittal plan sheets in accordance with the Consultant's CAD standards. Plan sheets to be included in the 95% submittal include the following:

- Cover Sheet
- General Notes Sheet
- Typical Section and Details Sheets
- Quantities and Tabulations Sheet
- Horizontal/Vertical Control Sheets

- Monument Preservation Plan
 - Detail Sheets
 - Construction Phasing and Traffic Control Sheets
 - Sidewalk Plan and Profile Sheets
 - Storm Drainage Plan and Profile Sheets
 - Culvert Situation Plan and Profile Sheets
 - Street Lighting Plan
 - Pavement Marking Plan
 - Traffic Control and Phasing Plan
 - Sediment and Erosion Control Sheets
 - Cross-Section Sheets
- g. **Drainage Structures Determination –**
The Consultant shall review drainage structures needs within the project boundary, both right-of-way and storm sewer.
- h. **Summary of Quantities/Opinion of Probable Costs –**
Consultant will compute quantities and submit an opinion of probable cost at each submittal (50%, 95% and Final Plans) with the plans, using Iowa SUDAS standard bid items and respective unit prices.
- i. **Right-of-Way**
Consultant will provide right-of-way/ownership plans showing existing information for the 50% submittal based on information provided by the Owner and obtained by the Consultant. Preliminary right-of-way plans showing permanent acquisitions, temporary construction easements or permanent easements will be prepared along with individual tract maps for the 50% submittal, to be used by the Owner in the future.
- j. **QA/QC**
Consultant shall conduct internal quality reviews of the design and plan sets during the design of the project.
- k. **Contract Specifications and Special Provisions**
Consultant will submit draft Contract Specifications and Special Provisions with the 95% submittal for review by the Owner. Owner will provide general specifications and front-end documents for the contract documents. Consultant will finalize contract specifications for bidding documents.
- l. **Address Comments for Final Plans**
Consultant will meet with the Owner to discuss and address comments received, as well as any revisions necessary from right-of-way negotiations into the final plan submittal.
- m. **CAD Submittal**
Consultant will submit electronic AutoCAD files to the Owner at the completion of the design of the project.

TASK 7 - RIGHT-OF-WAY PLATS AND EASEMENT EXHIBITS

Consultant will prepare right-of-way plats and easement exhibits for the proposed improvements for the Project. The Owner will be responsible for all right-of-way and easement negotiation and acquisition processes.

TASK 8 - PERMITTING

The Consultant will provide for construction permitting of the project, including the following:

- a. **Iowa DNR General Permit No. 2 (NPDES Construction Stormwater Permit)**
 - i. Consultant will develop a preliminary Stormwater Pollution Prevention Plan (SWPPP) in accordance with Owner requirements, state permit requirements, and EPA guidelines. The Contractor shall provide the final SWPPP.
 - ii. Consultant will publish the required public notice prior to the Notice of Intent. The Contractor will submit IDNR Storm Water NPDES General Permit No. 2 permit.
 - iii. The Contractor shall provide one hard copy and one electronic file of the completed SWPPP and permit approvals to the City.
- b. **Iowa Interstate Railroad Crossing Permit**
 - i. Consultant will coordinate meeting between Iowa Interstate Railroad and City staffs to determine specific requirements for railroad crossing permit and design.
 - ii. Consultant will prepare permit application for railroad crossing and submit to Iowa Interstate Railroad.
 - iii. One hard copy and one electronic file will be provided to the City of the approved railroad crossing permit.
- c. **City of West Des Moines Flood Plain Permit**
 - i. Consultant will prepare and submit a flood plain permit to the City for project design and construction.

TASK 9 - BID DOCUMENTS/BIDDING PROCESS

The Consultant shall be responsible for all reproduction and distribution of plans and specifications to prospective bidders during the bidding phase of the project. The Consultant shall also be responsible for advertising the project for bids.

a. Bid Specifications & Front-End Documents

The City will provide the front end documents to be used for the project. The Consultant will prepare all Bid Documents and Supplemental Specifications for use during the bidding process. Consultant will provide any technical Special Provisions needed for this project as required.

b. Bid Tabs

The Consultant will prepare bid tabs for inclusion into the final bid documents.

c. Final Construction Plans

The Consultant will prepare three (3) half size 11"x17" plan sets, and one (1) electronic full-size plan set for use in the final bid documents prepared by the Owner. Plan sheets to be included in the Final submittal include the following:

- Cover Sheet
- General Notes Sheet
- Typical Section and Details Sheets
- Quantities and Tabulations Sheet
- Horizontal/Vertical Control Sheets
- Monument Preservation Plan
- Detail Sheets
- Construction Phasing and Traffic Control Sheets
- Storm Drainage Plan and Profile Sheets

- Sediment and Erosion Control Sheets
- Cross-Section Sheets

d. Bidding Process

- i. The Consultant shall post bidding documents on www.iowabiddate.com website four (4) weeks prior to letting.
- ii. The Consultant shall print and provide copies of plans, specifications, special provisions, etc. to requesting parties.
- iii. The Consultant shall maintain a list of all contractors to which plans were provided.
- iv. The Consultant shall review bids prepared by contractors, provide comments and, if requested, provide a recommendation to award to the City.

e. Response to Design-related Questions

The Consultant shall provide responses to design-related questions (RFI's) received by the City during the bidding process.

f. Prepare Addenda

The Consultant shall prepare information to support an addendum to the bidding documents if necessary during the bidding of the project to clarify the design or address questions raised at the pre-bid meeting. This proposal is based upon a maximum of one addendum during the bidding of the project. All information will be provided to the Owner for their preparation and issuance of the addendum.

g. Attend Pre-Construction Meeting

The Consultant will attend a project Pre-Construction meeting with the City and the Contractor. At the City's request, the Consultant will organize the meeting, develop an agenda. The Consultant shall attend the meeting and provide an overview of the project to the attendees and provide meeting minutes.

SCOPE OF SERVICES – RESIDENT CONSTRUCTION SERVICES

During the Construction Phase, the Consultant shall:

- a. Provide part-time onsite construction observation (assumed to be half time equivalent).
- b. Consult with and advise the City and act as its representative to observe as an experienced and qualified design professional the progress and quality of the executed work of the Contractor(s) and to determine if such work is proceeding in accordance with the project construction contract documents and all applicable laws, statutes, ordinances, codes, rules, regulations, orders and decrees.
- c. Hold bi-weekly project meetings with the Contractor.
- d. Review and process shop drawings and change orders.
- e. Prepare City of West Des Moines forms and paperwork.
- f. Issue all instructions of the City to the Contractor(s); consult with City regarding issuance of any necessary interpretations and clarifications of the project construction contract documents; act as an initial interpreter of the requirements of the project construction contract documents.
- g. Based on the Consultant's on-site observations as an experienced and qualified design professional and on review of applications for payment and the accompanying data and schedules, determine the amounts owed to the Contractor and recommend in writing payments amounts to Contractor. These recommendations of payment will constitute a representation to the City, based on observation and review, that the work has progressed to the point indicated, that the quality of such work is in accordance with the contract documents, and that payment of the amount recommended is due to the

Contractor. As a part-time observer, the Consultant will not be able to document or observe all work to be completed by the Contractor for the project.

- h. Conduct observations of the work to determine if the project is substantially complete and conduct a final inspection to determine if the work has been completed in accordance with the project construction contract documents and if the Contractor has fulfilled all obligations thereunder. Upon substantial completion of the project work, the Consultant shall conduct a final inspection and review all project documents. If the results of the inspection and review are satisfactory, the Consultant shall provide a written Certificate of Substantial Completion notice to the City and the Contractor that the work is acceptable (subject and conditions therein expressed). Upon completion of the Project work and approval by the City, the Consultant shall recommend in writing, final payment to each Contractor and shall give written notice to the City and the Contractor(s) that the work is complete and acceptable (subject to any conditions therein expressed).
- i. Upon request by the City, the Consultant shall render written opinions with a reasonable time on all claims, disputes, or other matters in question between the City and Contractor relating to the execution or progress of the work as provided in the Project construction Contract Documents.
- j. Provide services in connection with evaluation of substitutions proposed by the Contractor.
- k. Provide consultation concerning replacement of Project Work damaged during construction, and furnish services required in connection with the replacement of such Project Work.
- l. Provide notice to and coordinate any laboratory testing required for the project with City's testing service. Testing costs will be paid for separately by the City.
- m. Prepare, track and complete punch-list items.
- n. Complete Record Drawings for the project based on a red-lined set of plans from the Contractor and field survey of major elements of the completed project.

ASSUMPTIONS

- This estimate assumes the survey will be conducted after the harvest of the crops in the existing field. If the City requires the survey be conducted prior to harvest, that portion of the survey will be conducted on an hourly basis.
- No Federal funding is involved in the project.
- Design of specific railroad-related elements (panel, tracks, signal/communications) will be handled by the railroad.
- The area north of the railroad is in backwater, therefore a no-rise will be attainable.
- The Resident Construction Services budget was developed based on 320 hours of onsite construction observation (20 hours per week for 16 weeks).
- As a part-time observer, the Consultant will not be able to document or observe all work to be completed by the contractor.
- Testing of materials will be conducted by others.

ATTACHMENT 2

PROJECT SCHEDULE

Upon receiving Notice to Proceed, Consultant will prepare a detailed schedule for Owner review and begin work on the project with estimated milestone dates according to the following:

- Complete Conceptual Design and Project Cost Estimate – October 1, 2018
- Preliminary Plan Submittal – November 15, 2018
- Final Design Check Plan Submittal – January 31, 2019
- Final Design Complete – March 1, 2019
- Project Letting – April 2019

Consultant agrees to provide all its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

ATTACHMENT 3
SCHEDULE OF FEES

LABOR RATES

<u>Description</u>	<u>Range</u>
Team Leader.....	\$ 189 - \$ 220
Project Manager.....	\$ 189 - \$ 197
Senior Engineer.....	\$ 130 - \$ 180
Associate Engineer.....	\$ 110 - \$ 130
Assistant Engineer.....	\$ 85 - \$ 110
CAD Technician.....	\$ 65 - \$ 90
Senior Surveyor.....	\$ 130 - \$ 150
Survey Technician.....	\$ 65 - \$ 90
Survey – 2-Person Crew.....	\$ 160 - \$ 170
Administrative Assistant.....	\$ 52 - \$ 70

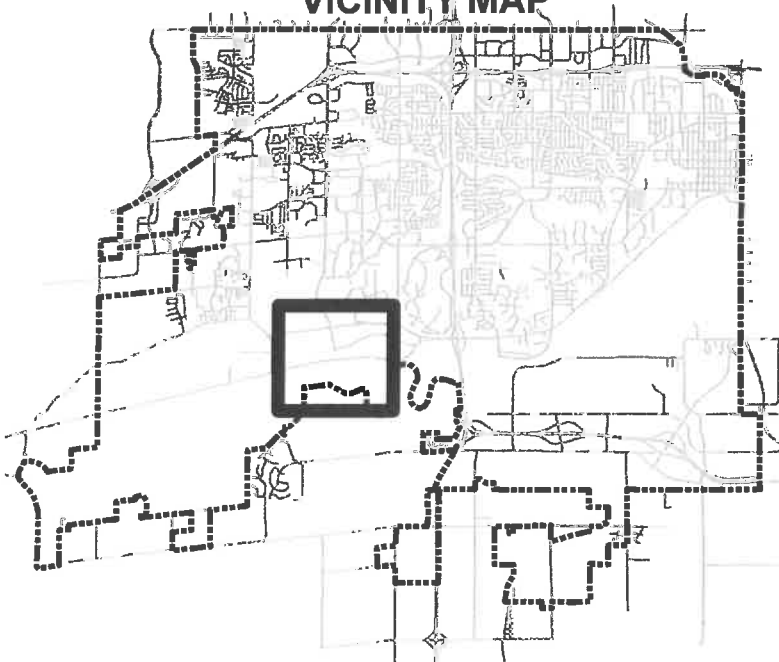
Special Services not included in the above categories are included in the budget estimates and will be provided on a special labor rate schedule.

Notes:

1. Rates subject to change based upon updates to Billing Rates for the upcoming year.
2. Actual billable rate shall be determined by the personnel performing such services on an hourly basis times a factor of 3.20 for services rendered by our principals and employees engaged directly on the project.

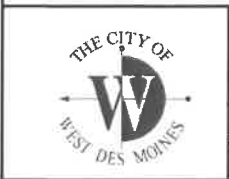


VICINITY MAP



LEGEND

PROJECT LOCATION



PROJECT:	South Jordan Creek Parkway		
LOCATION:	Grand Avenue to Raccoon River Drive		
DRAWN BY: JDR	DATE: 7/27/2018	PROJECT NUMBER/NAME: 0510-047-2018	SHT. 1 of 1

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

DATE: August 20, 2018

ITEM:

Resolution - Approving Professional Services Agreement
Cedar Ridge Sewer Extension

FINANCIAL IMPACT:

The cost of the Professional Services Agreement associated with the design of this project is anticipated not to exceed \$30,200.00 for Basic Services. In addition, the cost for performing Resident Consultant Services will not exceed \$28,700.00. 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. 640.000.000.5250.495 with the ultimate funding intended to come from Sanitary Sewer Fee Revenue. All incurred costs will be reimbursed by the developer of the northwest quadrant of the 88th Street & Mills Civic Parkway intersection.

BACKGROUND:

This project consists of extending sanitary sewer from the existing Fox Creek Trunk Sewer to the east to serve the proposed development at the northwest corner of South 88th Street & Mills Civic Parkway. Work on this project will be closely coordinated with the proposed South 88th Street & Mills Civic Parkway Improvements project.

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

OUTSTANDING ISSUES: None

RECOMMENDATION:

City Council Adopt:

- Resolution Approving Professional Services Agreement for Cedar Ridge Sewer Extension.

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>RS</i>

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Services		
Date Reviewed	August 13, 2018		
Recommendation	Yes	No	Split

RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT

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

**Cedar Ridge Sewer Extension
Project No. 0510-054-2018**

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 Veenstra & Kimm, Inc., and,

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

Basic Services of the Consultant	\$30,200.00
Resident Consultant Services	<u>\$28,700.00</u>
Total	\$58,900.00

therefore,

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

PASSED AND APPROVED on this 20th day of August, 2018.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This Agreement is made and entered into this 20th day of August, 2018, by and between the CITY OF WEST DES MOINES, a municipal corporation, hereinafter referred to as "City", and VEENSTRA & KIMM, INC., (Fed. I.D. # 42-1137727), 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 Cedar Ridge Sewer Extension (Project No. 0510-054-2018) 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	\$ 30,200
II. Resident Consultant Services	\$ <u>28,700</u>
Total	\$ 58,900

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

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

4. INSURANCE

A. Consultant understands and agrees that Consultant shall have no right of coverage under any and all existing or future City comprehensive, self or personal injury policies. Consultant shall provide insurance coverage for and on behalf of Consultant that will sufficiently protect Consultant or Consultant'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: Veenstra & Kimm, Inc.
Attn: H. R. Veenstra Jr.
Address: 3000 Westtown Parkway
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.

VEENSTRA & KIMM, INC.

BY: 
 H. R. Veenstra Jr., President

CITY OF WEST DES MOINES

BY: _____
 Ryan T. Jacobson, City Clerk

ATTACHMENT 1

SCOPE OF SERVICES

CEDAR RIDGE SEWER EXTENSION - 0510-054-2018

- I. **TASK 1 - BASIC SERVICES OF THE ENGINEER** - The work task shall consist of the design, preparation of plans and specifications and associated design services for the Cedar Ridge Sewer Extension 0510-054-2018. The Project involves the design and construction of the following:
- 1) Project shall consist of a sanitary sewer starting with the connection to the existing Fox Creek Trunk Sewer and extending northeasterly a distance of approximately 2,200 feet to serve the proposed development at the northeast corner of Mills Civic Parkway and 88th Street. Sims
west
 - A. **Evaluation of Alternatives.** This work shall consist of the Engineers evaluation of the alignment and location of the sanitary sewer. The alignment evaluation is intended to refine the alignment within the general corridor of construction. The Engineers will consult with the City and applicable property owners as relevant to establish the final design.
 - B. **Plans and Specifications.** The Engineers shall prepare such detailed plans and specifications as are necessary and desirable for construction of the Cedar Ridge Sewer Extension project. The plans and specifications shall describe in detail the work to be done and materials to be used. Four sets of the final plans and specifications shall be submitted to the City. The design standards for the Project shall be in conformance with the City of West Des Moines' current standards for public improvements including any referenced requirements
 - C. **Design Surveys.** The Engineers shall make all topographic and other surveys necessary for design and preparation of the plans and specifications. Design surveys do not include property surveys for the acquisition of land, easements or rights-of-way.
 - D. **Geotechnical Investigation.** The services by the Engineers shall include necessary and routine soil borings and geotechnical investigation along the Project corridor.
 - E. **Review of Plans and Specifications.** The Engineers shall provide copies of the plans and specifications for review by the City and other necessary governmental agencies including the Iowa Department of Natural Resources. Any fees for construction permits, licenses or other costs associated with permits and approvals shall be the responsibility of the City.
 - F. **Permits and Approvals.** The plans and specifications shall be in conformance with the requirements of the Iowa Department of Natural Resources. The services by the Engineers shall include obtaining construction permits for the Project from required state and federal agencies.
 - G. **Easement and Property Description Preparation Services.** This work task shall consist of preparing legal descriptions for permanent and construction easements necessary for the Cedar Ridge Sewer Extension. The work shall include preparation of easement plats and acquisition plats for each of the easements and acquisitions which shall be required. The work task includes surveying and establishing and re-establishing property pins as required by applicable survey standards for parcels for which permanent right-of-way and easements are acquired.

- H. Advertisement for Bids. The Engineers shall assist in the preparation of the notice to contractors and shall provide plans and specifications to prospective bidders. Publication costs shall be borne by the City.
 - I. Cost of Plans and Specifications. Plans and specifications shall be provided to contractors, plan rooms and suppliers at no cost. The City shall compensate the Engineers for the actual cost of the plans and specifications provided contractors, plan rooms and suppliers during Project bidding.
 - J. Estimates of Cost. The Engineers shall prepare a preliminary Engineers' Estimate of Cost for the improvements in the Project. An updated estimate of cost shall be prepared at the time of completion of the plans and specifications. The Engineers' Estimate of Cost is intended for the use of the City in financing the Project. The Engineers shall not be responsible if the contract awarded for construction of the Project varies from the original Engineers' Estimate of Cost.
 - K. Award of Contract. The Engineers shall have a representative present when the bids and proposals are opened, and shall make a tabulation of bids to the City and shall advise the City on the responsiveness of the bidders and assist the City in making the award of contract. After award is made, the Engineers shall assist in the preparation of the necessary contract documents.
 - L. Additional Design Services. The Engineers shall, as a part of the design services, include the following work tasks:
 - 1. Attend and conduct preconstruction conferences.
 - 2. Attend conferences with City, contractors and utility companies.
 - 3. Assist in interpretation of plans and specifications.
 - 4. Review shop drawings and data of manufacturers.
 - M. Construction Record Documents. This work task shall consist of the preparation of corrected plan drawings to show the actual constructed conditions based on field information either generated by the Engineers as a part of project construction services, or provided by the City in the event the Engineers do not provide construction resident services. The City shall be provided with one reproducible mylar set of the construction record drawings.
- II. TASK 2 - PROJECT CONSTRUCTION SERVICES. This work task shall consist of the Engineers providing services during construction of the Project including the following work tasks:
- A. Process and certify payment estimates of Contractor to the City.
 - B. Provide written monthly progress reports to the City showing progress on the Project.
 - C. Make routine and special trips to the Project site as required.
 - D. Review the results submitted by testing consultant retained under this Agreement.
 - E. Consult with and advise the City and prepare routine change orders as required.
 - F. Make final reviews after construction contract is completed to determine that the construction complies with the plans and specifications and certify that the reviews were made and that to the best of the knowledge and belief of the Engineers, the work on the contract has been substantially completed.

- G. Provide resident review services understood to include the detailed observation and review of work of the Contractors and materials to assure compliance with the plans and specifications.
- H. The Engineers shall provide resident review services by assigning resident engineers and/or engineering technicians to the Project for such periods reasonably required to insure proper review of the construction work. On-site review shall take place on a regular and nearly continuous basis during construction work on the Project.
- I. The Engineers shall coordinate and periodically review the accuracy of construction staking provided by the Contractor as a part of its obligation under the contract documents.
- J. The Engineers shall coordinate the activities of the independent testing laboratory retained by the Contractor to provide quality assurance testing during construction of the Project.

ATTACHMENT 2

PROJECT SCHEDULE

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

Completion of Easement Documents	October 15, 2018
Completion of Design	October 31, 2018

Task 2 – Construction Services: A time mutually agreed between City and Engineers based on the construction contract period for the Construction contract for the project.

ATTACHMENT 3

SCHEDULE OF FEES

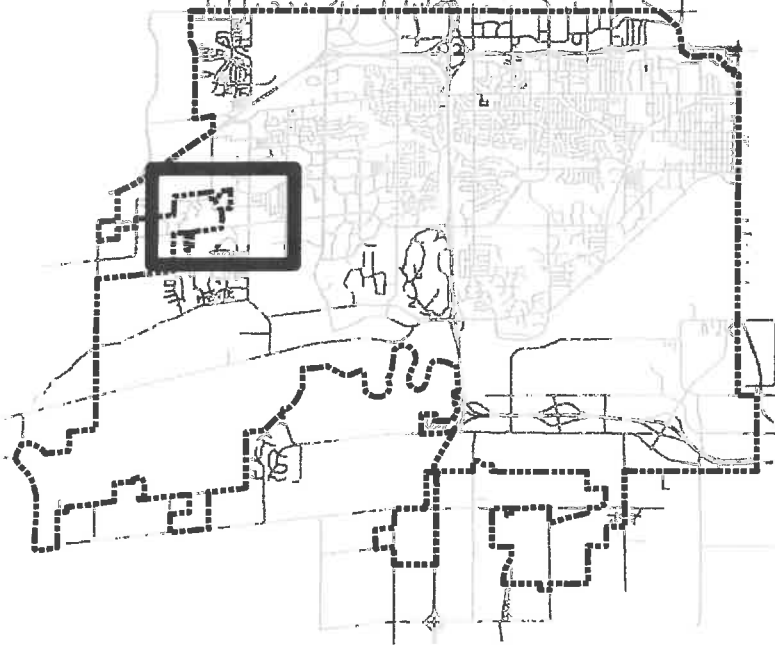
VEENSTRA & KIMM, INC.
HOURLY RATES BY EMPLOYEE CLASSIFICATION
(Effective July 2018)

Management I	\$172.00
Management II	170.00
Process Engineer	193.00
Engineer I-A	172.00
Engineer I-B.....	162.00
Engineer I-C	154.00
Engineer II-A	140.00
Engineer II-B.....	129.00
Engineer III-A	122.00
Engineer III-B.....	118.00
Engineer III-C	115.00
Engineer IV	111.00
Engineer V	102.00
Engineer VI	99.00
Engineer VII	91.00
Engineer VIII	87.00
Engineer IX.....	81.00
Engineer X.....	74.00
Engineer XI.....	67.00
Accountant I.....	100.00
Accountant II.....	60.00
IT I	125.00
IT II	95.00
Design Technician I	97.00
Planner I.....	108.00
Planner II.....	75.00
Planner III.....	69.00
Drafter IA	96.00
Drafter IB	89.00
Drafter II.....	84.00
Drafter III.....	79.00
Drafter IV	72.00
Drafter V	61.00
Drafter VI	58.00
Drafter VII	45.00
Clerical I.....	89.00
Clerical II.....	61.00
Clerical III.....	53.00
Clerical IV	46.00
Clerical V	36.00
Construction Manager	166.00
Surveyor I.....	115.00
Surveyor II.....	96.00
Technician I	86.00
Technician II	79.00
Technician III	73.00
Technician IV	69.00

Technician V.....	62.00
Technician VI.....	58.00
Technician VII.....	49.00
Technician VIII.....	43.00
Technician IX.....	35.00
Building Inspector I.....	154.00
Building Inspection I-A.....	108.00
Building Inspector II.....	83.00
Building Inspector III.....	61.00
Robotics.....	30.00/Hour
GPS.....	30.00/Hour
Leica Total Station.....	20.00/Hour
Total Station Robotics.....	15.00/Hour
Tablet.....	45.00/Hour
Fluoroscope.....	50.00/Hour
4-Wheeler.....	45.00/Hour
Mileage.....	.545¢/Mile



VICINITY MAP



LEGEND

PROJECT LOCATION



PROJECT:

Cedar Ridge Sewer Extension

LOCATION:

Exhibit "A"

DRAWN BY: JDR

DATE: 6/29/2018

PROJECT NUMBER/NAME: 0510-054-2018

SHT. 1 of 1

CITY OF WEST DES MOINES CITY COUNCIL MEETING COMMUNICATION

ITEM: Resolution Approving 28E Agreement with the City of Clive
(Management and Operation of West Side Fire Station)

DATE: August 20, 2018

FINANCIAL IMPACT: With the proposed new agreement, all operating costs for the facility will continue to be shared by the cities of Clive and West Des Moines. These costs will also continue to be allocated based on the number of calls for service into each jurisdiction.

The Original Agreement (dated 1991) specified financial terms should one of the Cities decide to exercise its dislocation rights, which Clive wishes to exercise at this time. Those terms include determining the fair value of the Joint Facility and its related assets so that Clive's ownership is terminated and full ownership can be passed to the City of West Des Moines. The Original Agreement included specific steps and methodology to determine this value. There were four specific types of assets identified and staff from each City have jointly negotiated these items as follows:

- (1) Joint Facility – an independent appraisal conducted in 2017 revealed that the value of the Joint Facility is \$1,680,000. The Original Agreement outlined that Clive will be entitled to 47% of that value based on their financial contribution to its original construction and maintenance.
- (2) Apparatus – There are two engines assigned to the facility and each city has contributed towards their purchase. The older engine has no book value so it was agreed that no compensation is owed to Clive. The newer engine was paid 42% by Clive, so Clive is entitled to that percentage of the current book value of the engine, or \$231,732.
- (3) Equipment – the Chiefs agreed that the equipment housed at the facility (paid for jointly) is \$76,885, and it was agreed that Clive contributed approximately 35% of the acquisition cost.
- (4) Over the years Clive has contributed \$531,666 towards a joint savings fund intended to purchase future apparatuses. Since Clive will now not own any future apparatuses, those funds will be returned to Clive.

The parties have negotiated that the Dislocation Allowance will be paid to Clive over the next five fiscal years using the following percentages: 5% of the total paid in FY 2019, 10% in FY 2020, 25% in FY 2021, and 30% in FY 2022 and 2023.

BACKGROUND: The cities of Clive and West Des Moines entered into an intergovernmental agreement in 1991 ("Original Agreement") to construct, maintain, and operate a fire station and emergency medical services facility at 1801 68th Street in the City of West Des Moines ("Joint Facility"). The Original Agreement established a 21 year term beginning in 1991 and ending in 2012. In 2012, the Cities entered into a new five-year agreement and in 2017, the Cities entered into a five-year extension of the 2012 agreement. The agreement being considered at this time ("Agreement") will repeal and replace any previous agreements or extensions of those agreements.

The Cities continue to share a common interest to jointly provide services. The purpose of the Joint Facility and this Agreement is to provide both municipalities fire protection, fire suppression, rescue, emergency medical and other related services of a nature traditionally or reasonably performed by fire fighters or emergency medical services ("E.M.S.") personnel, stationed, based or operating from the Joint Facility. This Agreement is to be construed to effectuate its purpose through the joint exercise of governmental power in the manner described in this Agreement and pursuant to Iowa Code Chapter 28E.

The Original Agreement specifically identified financial terms in the event that one of the cities exercise its' dislocation rights, and Clive is desiring to exercise those rights at this time. The proposed Agreement specifies the financial and operating conditions of the dislocation as well as other items negotiated by both parties.

Changes or clarifications from the Original Agreement include the following negotiated items:

- (1) The primary service coverage area of the Joint Facility will be automatically adjusted in the event that either party relocates equipment and personnel to new facilities.
- (2) The combined management committee of the Joint Facility is no longer in place and West Des Moines will be generally responsible for management of the station.
- (3) Staff participation in inspections and public relations is clarified.
- (4) Clive will remain responsible for its proportionate share of short-term capital expenses associated with repairs or improvements needed at the facility.
- (5) The Dislocation Allowance is quantified as described above in the Financial Impact section.

Clive staff have indicated that they will be presenting the Agreement for approval at the Clive City Council meeting of August 23, 2018. If the agreement is approved by both City Councils, the effective date of the agreement will be September 1, 2018.

RECOMMENDATION: Approve the proposed resolution authorizing the 28E Agreement with the City of Clive authorizing the Mayor to execute the document on behalf of the City of West Des Moines.

Lead Staff Member: Tim Stiles, Finance Director, and Craig Leu, Fire Chief

TS
CL

STAFF REVIEWS

Department Director	
Appropriations/Finance	
Legal	
Agenda Acceptance	(KL)

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Safety		
Date Reviewed	August 3, 2018		
Recommendation	Yes	No	Split

RESOLUTION NO. _____

RESOLUTION APPROVING A FIVE YEAR AGREEMENT WITH THE CITY OF CLIVE FOR FUNDING AND OPERATION OF A JOINT FIRE AND EMERGENCY MEDICAL SERVICES FACILITY

WHEREAS, the Cities of West Des Moines and Clive have a current 28E Agreement for the funding and operation of a Joint Fire and Emergency Medical Services Facility, and

WHEREAS, the City of Clive desires at this time to exercise its Dislocation Rights as defined in this Agreement, and

WHEREAS, the Cities desire to continue and enhance this combined relationship while incorporating the terms of the Dislocation, and

WHEREAS, staff of the Cities have negotiated and agreed to all terms and conditions of a new Agreement under the provisions of Iowa Code Chapter 28E, and

WHEREAS, said Agreement will allow for sharing of resources and is in the best interest of the citizens of West Des Moines,

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

- (1) The 28E Agreement between the Cities of West Des Moines and Clive for the Funding and Operation of a Joint Fire and Emergency Medical Services Facility is hereby approved.
- (2) The Mayor is authorized to sign the 28E Agreement on behalf of the City and the City Clerk is directed to attest to the Mayor's signature.
- (3) The City Clerk is directed to electronically file a copy of the 28E Agreement with the Secretary of State of Iowa upon execution by all parties.

PASSED AND APPROVED this 20th day of August 2018

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

**INTERGOVERNMENTAL AGREEMENT
FOR THE FUNDING AND OPERATION OF A JOINT FIRE AND EMERGENCY
MEDICAL SERVICES FACILITY BY THE CITIES OF CLIVE AND WEST DES
MOINES**

This Intergovernmental Agreement (“Agreement”) is entered into pursuant to the provisions of Chapter 28E of the Code of Iowa. This Agreement is made and entered into, on the effective date herein, by and between the City of Clive, Iowa, (“Clive”) and the City of West Des Moines, Iowa, (“West Des Moines”) (Clive and West Des Moines are referred to herein individually as “City” or jointly as the “Cities”), both as municipal corporations organized and existing under the laws of the State of Iowa, in consideration of the following promises and agreements and upon the following terms and conditions:

1. PURPOSE:

On October 24, 1991 Clive and West Des Moines entered into an intergovernmental agreement to construct, maintain and operate a fire station and emergency medical services facility (“Original Agreement”). The address of the facility is 1801 68th Street in the City of West Des Moines (the “Joint Facility”). The Original Agreement established a 21 year term beginning in 1991 and ending in 2012. The Original Agreement was amended three (3) times, based on agreed improvements/alterations. In 2012, the Cities entered into a new agreement with a term ending on June 30, 2017 (“2012 Agreement”). In 2017, the Cities entered into a five-year extension of the 2012 Agreement. This Agreement will repeal and replace any previous Agreements or extensions of those Agreements. The Cities share a common interest to continue with jointly providing services. The purpose of this Joint Facility and this Agreement is to provide both municipalities fire protection, fire suppression, rescue, emergency medical and other related services of a nature traditionally or reasonably performed by fire fighters or emergency medical services (“E.M.S.”) personnel, stationed, based or operating from the Joint Facility. This Agreement is to be construed to effectuate its purpose through the joint exercise of governmental power in the manner described in this Agreement and pursuant to Iowa Code Chapter 28E.

2. DEFINITIONS:

A. PROJECT. For the purposes of this Agreement, the term “Project” shall mean the operation of the “Joint Facility.” Said Project consists of equipping the Joint Facility with appropriate fire, rescue and E.M.S. apparatus/equipment, personnel and operation of the Joint Facility.

B. PRIMARY SERVICE AREA. For the purpose of this Agreement the “Primary Service Area” shall mean the portion of the Cities where the Joint Facility is the closest Fire/E.M.S. facility for first-due response, as determined by Westcom Computer Aided Dispatch (CAD) software.

i. Adjustments. The Primary Service Area shall be automatically adjusted if during the term of this Agreement, Clive enters into an agreement with the City of Urbandale, Iowa for Fire/EMS services based at a new facility near 152nd Street and Meredith Drive in Urbandale, Iowa or if Clive relocates or constructs a new facility to replace the current Station 32 in Clive. Automatic adjustments will also be made if West Des Moines relocates and/or redistributes the equipment and personnel currently located at the Joint Facility.

1. The adjustments will be in effect once the Urbandale facility or relocated Clive facility are able to provide Fire/E.M.S. services.
2. If the Joint Facility is sold during the term of this agreement, the Cities agree to discuss a contract for service between the Cities with Fire/EMS services coming from a West Des Moines station location to replace the Joint Facility. These discussions will include consideration of an Enhanced First Responder agreement, including principles outlined in Exhibit A.

3. LEVEL OF SERVICE. For the purposes of this Agreement the Cities agree to jointly provide the following level of service from the Joint Facility:

- A. At all times, a minimum staff of three (3) personnel will operate the Joint Facility, with exceptions given for unexpected absences and while the personnel may be responding to an incident.
- B. Medical care at the Basic Life Support level of EMS service.
- C. Inspections of commercial and multi-family residential properties in the Primary Service Area, utilizing the Clive records management system. To the extent the Primary Service Area is reduced due to adjustments in 2B(i)(2) being implemented, then West Des Moines' joint obligation for inspections shall end.
- D. Participation in public relations events in the Primary Response Area. To the extent the Primary Service Area is reduced due to adjustments in 2B(i)(2) being implemented, then West Des Moines' joint obligation for public relations events shall end.
- E. Any new uniforms, personal protective equipment, or apparatus purchases may be West Des Moines specific.

4. MANAGEMENT:

- A. POWERS. The Agreement shall be administered by West Des Moines except where the Agreement delegates or reserves powers to Clive. West Des Moines shall establish written policies pertaining to the operational procedures of the Joint

Facility, and shall appoint officers of the Joint Facility to be responsible for daily operational decisions.

- B. BUDGET. Annually, by December 15, the West Des Moines City Manager shall deliver to the Clive City Manager a proposed Joint Facility Budget for the next fiscal year which shall be subject to the approval of the respective city councils. In the event the proposed Joint Facility Budget is not approved by both city councils, the Joint Facility Budget, for the current year, adjusted for inflation (consumer price index) shall remain in effect until approval of a new Joint Facility Budget is given by both city councils.
5. PROFESSIONAL SERVICES. West Des Moines shall have authority within the approved budget to engage legal and other professional services as may be necessary.
6. COORDINATING AGENCY. West Des Moines shall be the Coordinating Agency for the Project and hereby consents to such designations. Both cities agree that:
 - A. The Coordinating Agency shall act as the contracting authority and will advertise for and hold the letting for all required bids required of the Joint Facility.
 - B. The Coordinating Agency shall employ, under Civil Service Rules and Procedures, all regular and probationary employees needed for the operation of the Joint Facility to carry out the purposes of this Agreement.
 - C. The Coordinating Agency shall manage all personnel of the Joint Facility pursuant to its employee and administrative policies and procedures, union contracts, civil service, city ordinances and other applicable laws.
 - D. The Coordinating Agency shall keep and maintain all books and records of the Project and shall pay all bills of the Project in a timely manner. Clive shall have the right, at any time upon reasonable notice, to review and inspect the books and records of the Project.
7. CALCULATIONS AND DIVISIONS OF OPERATING COSTS AND SHORT TERM CAPITAL EXPENSES. Costs shall be divided on the basis of a three (3) year average of actual Joint Facility calls for service (in each City) for the immediate preceding three (3) Fiscal Years.
 - A. Clive's portion of short term capital expenses associated with any Joint Facility repairs or improvements will be allocated based on the division of operating costs and paid in the fiscal year for which the repairs/improvements occur.
8. RESPONSE FEES. West Des Moines may not charge Clive residents, guests, occupants, business owners, or property owners for responses or services provided under this Agreement, unless the time at the scene exceeds one hour or involves a hazardous materials release and otherwise mutually agreed to by both Cities

9. OWNERSHIP AND MAINTENANCE. Throughout the term of this Agreement the Joint Facility shall be titled as under the ownership of West Des Moines and is a joint exercise of the powers of Clive and West Des Moines, except as specifically provided herein. Each City shall follow its regulations for approval of any and all expenditures and other such matters as may be required by the respective City.
10. DISLOCATION. With this Agreement Clive desires to exercise its dislocation rights as established through previous agreements for the Joint Facility. The process for Clive's dislocation will be as follows:
 - A. Joint Facility Value – To determine value of the Joint Facility, Clive sought an appraisal of the Joint Facility by an independent appraisal firm dated September 5, 2017 which is satisfactory to West Des Moines. Procurement of the appraisal services, including payment, was solely Clive's responsibility. The appraised value of the land, buildings and fixtures as of September 5, 2017 shall be the Building Value for the purposes of calculating the Dislocation Allowance Value formula. To the extent West Des Moines sells the Joint Facility on or before the expiration of the term of this Agreement, and Clive declines to purchase the Joint Facility pursuant to paragraph 16, and the third party sale price is lower than the appraised value, the Cities agree that the Building Value shall be adjusted to reflect the sale price for any future Dislocation Allowance Value payments.
 - B. Determination of Equipment and Fund Value – The Cities have determined the remaining value of the long term capital assets as described in Exhibit B and the value of those assets attributable to Clive ("Equipment Value"). All other equipment not identified in Exhibit B are determined to have no remaining value and therefore no compensation will be given to Clive. Ownership of these assets will remain with West Des Moines. The Cities have also determined the dollar amount of Clive's contribution to the remaining funds held in the equipment replacement fund and that contribution is outlined in Exhibit B.
 - C. Dislocation Allowance – West Des Moines shall pay to Clive a dislocation allowance equal to 47% of the Building Value, plus the equipment value attributable to Clive as established in paragraph 10B for the long term capital assets, plus the amount of Clive's remaining contributions to the equipment replacement fund ("Dislocation Allowance Value"). Once the total Dislocation Allowance Value is determined West Des Moines shall pay the funds to Clive by May 1 of each fiscal year based on the following schedule:
 - i. Year 1 (FY 2018-19) – 5% of the Dislocation Allowance Value
 - ii. Year 2 (FY 2019-20) – 10% of the Dislocation Allowance Value
 - ii. Year 3 (FY 2020-21) – 25% of the Dislocation Allowance Value
 - iii. Year 4 (FY 2021-22) – 30% of the Dislocation Allowance Value
 - iv. Year 5 (FY 2022-23) – 30% of the Dislocation Allowance Value

- D. To the extent the Cities cannot agree on the equipment and fund attributable value in paragraph 10B, the Cities agree to engage a third party equipment appraiser, such as Ritchie Bros. or Taylor and Martin to provide a binding value. The Cities will equally share the expenses and costs of the third party to conduct the valuation.
11. IDEMNIFICATION. To the extent permitted by law, each party agrees to indemnify and to hold the other party, its elected officers, agents, employees and successors and assigns, harmless from and against all claims, demands actions and/or causes of actions, judgments, settlements, or other costs, including reasonable attorney's fees, which the other party, its successors and assigns, may incur or sustain a) by reason of the indemnifying party's breach of this Agreement due to failure to legally or timely meet the responsibilities imposed herein (including, but not limited to, any financial obligations herein), or b) by reason of the torts of the indemnifying party. This Agreement shall not extend the liability of either City and each City is authorized to insure any and all liabilities which may be incurred as a result of this Agreement or operations under it and where appropriate to accept insurance in lieu of other indemnification.
12. AGREEMENT - METHOD OF APPROVAL. The parties hereto approve this Agreement by Resolution, which Resolution shall authorize the respective Mayors to execute this agreement.
13. AGREEMENT - FILING WITH SECRETARY OF STATE. Following approval of the Agreement by the Cities, the Coordinating Agency shall file this Agreement with the Secretary of the State of Iowa in accordance with the provisions of Iowa Code Section 28E.8. The Coordinating Agency shall file all required subsequent reports with the Secretary of State of Iowa.
14. AGREEMENT - EFFECTIVE DATE. This Agreement shall be effective September 1, 2018. This Agreement shall replace and supersede any previous agreements between Clive and West Des Moines related to the Joint Facility.
15. DURATION AND TERMINATION. This Agreement shall be effective from the date herein provided until terminated as herein provided. This Agreement may not be terminated by either City for five (5) fiscal years (or prior to June 30, 2023), except by mutual agreement of the Cities.
16. EFFECT OF TERMINATION OR SALE. In the event this Agreement is terminated early by mutual agreement West Des Moines shall pay to Clive the remaining unpaid Dislocation Allowance Value in total within 90 days of termination. The Joint Facility may not be sold by West Des Moines during the term of this Agreement without giving Clive the first right of refusal to purchase the Joint Facility at the amount equal to the Joint Facility's appraised value of the land, buildings and fixtures or the purchase price, whichever is less.
17. NOTICES. Any notice under this Agreement shall be in writing and shall be deemed to be given when deposited in the United States mail, postage prepaid, sent certified or registered, and addressed as follows:

- i. Notices to Clive shall be addressed: City Manager, City of Clive, 1900 NW 114th Street, Clive, Iowa 50325.
- ii. Notices to West Des Moines shall be addressed to: City Clerk, City of West Des Moines, 4200 Mills Civic Parkway, West Des Moines, IA 50265.
- iii. If during the term of this Agreement either City shall change the address of its notification contact, the City shall notify the other of said new address and the new address shall be by mutual agreement substituted for the address herein provided.

18. MISCELLANEOUS. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all negotiations, preliminary agreements and all prior and contemporaneous discussions, agreements and understandings of the parties in connection with the subject matter hereof. No amendment, change or modification of any of the terms, provisions or conditions of this Agreement shall be effective unless made in writing and signed or initialed by all parties. Waiver of any provision of this Agreement shall not be deemed a waiver of future compliance therewith and such provision shall remain in full force and effect. In the event any provision of this Agreement is held invalid, illegal or unenforceable, in whole or in part, the remaining provisions of this Agreement shall not be affected thereby and shall continue to be valid and enforceable. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa with jurisdiction in the state and federal courts located in Polk County, Iowa. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, heirs, successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer upon any party, other than the parties hereto (and their respective heirs, legal representatives, successors and permitted assigns), any rights, remedies, obligations or liabilities under or by reason of this Agreement. In addition to any other remedies available at law or in equity to the parties hereto with respect to a breach hereof, the parties hereto each reserve the right to enforce this Agreement by specific performance. The titles or captions of paragraphs in this Agreement are provided for convenience of reference only, and shall not be considered a part hereof for purposes of interpreting or applying this Agreement and such title or captions do not define, limit, extend, explain or describe the scope or extent of this Agreement or any of its terms or conditions. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. Each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

19. MUTUAL AID AGREEMENTS. This Agreement is not intended to abrogate or unnecessarily amend existing mutual aid agreements between the Cities.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first above written.

CITY OF CLIVE, IOWA

By: _____
Scott Cirksena, Mayor

ATTEST:

Joyce Cortum, City Clerk

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first above written.

CITY OF WEST DES MOINES, IOWA

By: _____
Steven K. Gaer, Mayor

ATTEST:

Ryan Jacobson, City Clerk

Exhibit A

Enhanced First Responder Principles

- The agreement will seek to balance the need for emergency response based on the closest unit and providing basic Fire/Rescue/EMS services that are not as time sensitive.
- The agreement will also take into account the available daily resources and investment of each jurisdiction while trying to retain a response capability for the citizens of each City.
 - Provide first response into areas based on unit location as determined by Computer Aided Dispatch (CAD).
 - Utilize enhanced dispatching systems to determine call types and priorities.
 - Certain call types will be assigned lower priorities and not receive a closest unit response, but will be handled by the Authority Having Jurisdiction (AHJ).
 - Takes into account the amount of resources available in each city and will only utilize resources based on previously agreed upon parameters.
 - In the case of large scale events and/or unusual circumstances, additional resources can be requested through a pre-defined process.

Exhibit B

1) Appraised Value of Joint Facility – September 2017

Appraised Market Value of Joint Facility = \$1,360,000

Attributable to Clive (47%) = \$ 639,200

2) Joint Facility Apparatus Value with Depreciation

2016 Pierce Lance Pumper = \$ 551,743

Attributable to Clive (42%) = \$ 231,732

3) Joint Facility Equipment Value

Total Value of Equipment = \$76,885

Attributable to Clive (35%) = \$26,910

4) Joint Facility Equipment Replacement Fund

Clive Share of Funds to Replace 2001 Pierce Lance Pumper = \$ 496,734

Clive Share of Funds to Replace 2016 Pierce Lance Pumper = \$ 34,932
Total = \$ 531,666

Total Dislocation Allowance Due to Clive = Total of 1 + 2 + 3 + 4 = \$1,429,508

Schedule - Dislocation Allowance Repayment Due to Clive

May 1, 2019 – 5% of the Dislocation Allowance Value	= \$	71,476
May 1, 2020 – 10% of the Dislocation Allowance Value	= \$	142,951
May 1, 2021 – 25% of the Dislocation Allowance Value	= \$	357,377
May 1, 2022 – 30% of the Dislocation Allowance Value	= \$	428,852
May 1, 2023 – 30% of the Dislocation Allowance Value	= \$	428,852
Total	= \$	1,429,508

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

DATE: August 20, 2018

ITEM: Country Club Dental, 1025 and 1035 60th Street – Dissolve Lot Tie Agreement and Approve and Accept Ingress/Egress/Cross Access and Shared Parking Agreement – Country Club Dental, LLC – MI-004016-2018

RESOLUTION: Approve Dissolution of Lot Tie Agreement
RESOLUTION: Approve and Accept Ingress/Egress/Cross Access and Shared Parking Agreement

FINANCIAL IMPACT: None.

REQUEST: Kelly Hamborg, Brown Winick Law Firm, on behalf of Country Club Dental, LLC, is requesting that the lot tie between Lots 4 and 5 Timothy Heights be dissolved for the purpose of transferring ownership of Lot 4 (1035 60th Street).

BACKGROUND: In July 2007, the City Council approved a site plan for the construction of the current dental office building which was considered Phase I of the Country Club Dental Planned Unit Development which consisted of three office buildings covering two of the three lots in the PUD. As part of the site plan approval a lot tie agreement was needed to meet bulk regulation for the development and to allow a building and parking to be constructed over the lot line between the two addresses noted above.

OUTSTANDING ISSUES: There are no outstanding issues.

CITY COUNCIL SUBCOMMITTEE: This action was not reviewed by the Development and Planning City Council Subcommittee due to the administrative nature of the request.

STAFF COMMENT: The removal of the lot tie necessitates the execution of an ingress/egress/cross access and shared parking agreement as the parking lot currently is constructed over the lot line. Future construction of buildings will need to conform to setback requirements from the property lines. It appears that the current building should not be impacted negatively by the dissolution of the lot tie. No future building could be constructed over the lot line that will be in force between 1025 and 1035 60th Street with the dissolution of the lot tie.

RECOMMENDATION: Based upon the preceding review Staff recommends the City Council adopt a resolution to approve the dissolution of the lot tie agreement and approve and accept the ingress/egress/cross access and shared parking agreement, subject to the applicant meeting all City Code requirements.

Lead Staff Member: Kara Tragesser, AICP *[Signature]*

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

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

SUBCOMMITTEE REVIEW (if applicable)

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

ATTACHMENTS:

- Exhibit I - City Council Resolution – Dissolution of Lot Tie
- Exhibit II – City Council Resolution – Approve and Accept Ingress/Egress/Cross Access and Shared Parking Agreement
- Attachment A - Agreement

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 REQUEST (MI-004021-2018) TO DISSOLVE THE LOT TIE BETWEEN PROPERTIES LOCALLY KNOWN AS 1025 AND 1035 60TH STREET TO ENABLE TRANSFER OF OWNERSHIP

WHEREAS, pursuant to the provisions of Title 10, Chapter 1 et seq, of the West Des Moines Municipal Code, Country Club Dental LLC, requests approval of a request to dissolve the lot tie agreement for property locally known as 1025 60th Street and 1035 60th Street to enable the transfer of ownership of 1035 60th Street;

Legal Description of Property

Lot 5, except that part conveyed to the City of West Des Moines by Warranty Deed recorded in Book 8791 Page 70 in Timothy Heights an official plat, now in and forming a part of the City of West Des Moines, Polk County, Iowa;
and

Lot 4, except that part conveyed to the City of West Des Moines by Warranty Deed recorded in Book 8791 Page 70 in Timothy Heights an official plat, now in and forming a part of the City of West Des Moines, Polk County, Iowa.

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

WHEREAS, an Ingress/Egress/Cross Access and Shared Parking Agreement is required to be executed to allow for access of the parking area which is constructed over the property line;

WHEREAS, on August 20, 2018, this City Council held a duly-noticed meeting to consider the application for the request.

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

SECTION 1. The Lot Tie Agreement recorded at Book 12329 Page 368 in the Polk County, Iowa, Recorder's Office is dissolved.

PASSED AND ADOPTED on August 20, 2018.

Steven Gaer, Mayor

ATTEST:

Ryan T. Jacobson
City Clerk

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

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, APPROVING AND ACCEPTING AN INGRESS/EGRESS/CROSS ACCESS AND SHARED PARKING AGREEMENT BETWEEN PROPERTIES LOCALLY KNOWN AS 1025 60TH STREET AND 1035 60TH STREET

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 (see Attachment A – Agreement); and

Country Club Dental LLC Ingress/Egress/Cross Access and Shared Parking Agreement for property legally described as:

Lot 5, except that part conveyed to the City of West Des Moines by Warranty Deed recorded in Book 8791 Page 70 in Timothy Heights and official plat now in and forming a part of the City of West Des Moines, Polk County, Iowa;

and

Lot 4, except that part conveyed to the City of West Des Moines by Warranty Deed recorded in Book 8791 Page 70 in Timothy Heights an official plat now in and forming a part of the City of West Des Moines, Polk 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 described above conveying property interests to the City of West Des Moines, Iowa, is 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 20th day of August 2018.

Steven K Gaer, Mayor

ATTEST:

Ryan Jacobson, City Clerk

Prepared By: KTragesser, Development Services PO Box 65320 West Des Moines IA 50265-0320 515-222-3620
Return To: City Clerk City of West Des Moines PO Box 65320 West Des Moines IA 50265-0320 (515)222-3610

INGRESS/EGRESS/CROSS ACCESS AND SHARED PARKING EASEMENT AND AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

Whereas, County Club Dental L.L.C. is the titleholder of property legally described as:

Lot 5, except that part conveyed to the City of West Des Moines by Warranty Deed recorded in Book 8791, Page 70, in Timothy Heights, an Official Plat, now included in and forming a part of the City of West Des Moines, Polk County, Iowa

and

Lot 4, except that part conveyed to the City of West Des Moines by Warranty Deed recorded in Book 8791, Page 70, in Timothy Heights, an Official Plat, now included in and forming a part of the City of West Des Moines, Polk County, Iowa

Whereas, Country Club Dental L.L.C. shall hereinafter be referred to herein as the "Grantor".

Whereas, it is in the interest of the Grantor and future parties in interest of these properties to ensure efficient traffic flow between these lots, to ensure access to public rights of way, and to provide the opportunity to clients, patrons, and invitees to access parking spaces on either property; and

Whereas, a grant of permanent reciprocal easements for the benefit of the above listed properties to allow ingress/egress/cross access and shared parking will ensure the efficient flow of traffic between these lots, access to public rights-of-way, and shared parking; and

Whereas, the execution of such an easement is a condition of the approval of a dissolution of a Lot Tie Agreement; and

Wherefore, the Grantor hereby grants, establishes and conveys a permanent and perpetual reciprocal easement over, across and through current and future access drives, roadways, and parking lots for the benefit of each parcel within the following legally described property:

Lot 5, except that part conveyed to the City of West Des Moines by Warranty Deed recorded in Book 8791, Page 70, in Timothy Heights, an Official Plat, now included in and forming a part of the City of West Des Moines, Polk County, Iowa

and

Lot 4, except that part conveyed to the City of West Des Moines by Warranty Deed recorded in Book 8791, Page 70, in Timothy Heights, an Official Plat, now included in and forming a part of the City of West Des Moines, Polk County, Iowa

The terms and conditions of this Easement are binding upon the Grantor, its successors and assigns, and all provisions of this instrument, including benefits and burdens, run with the land and are binding upon and inure to the heirs, assigns, successors, tenants and personal representatives of the parties hereto.

The Grantor covenants that it holds the above-described legal property by good and marketable title, free and clear of liens, easements, and encumbrances, except any of record, and that the Grantor has a right and lawful authority to make and execute this Easement. Grantor warrants and defends said Easement against the lawful claims of all persons claiming by, through or under Grantor.

The Grantor(s) agree that the District Court in and for the State of Iowa shall have exclusive jurisdiction over the subject matter and enforcement of the terms and conditions of this Easement, and further consent to the jurisdiction of Polk County, Iowa.

Dated this 15 day of August, 2018

Country Club Dental L.L.C.

By: *Larry Long*
Name: Larry Long
Title: Manager

STATE OF IOWA, COUNTY OF POLK

This record was acknowledged before me on 8-15, 2018, by Larry Long, as manager of Country Club Dental L.L.C.



Jennifer Hansen
Notary Public in and for the State of Iowa

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.

Ryan Jacobson, City Clerk

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

DATE: August 20, 2018

ITEM: Resolution - Resolution approving the alignment and directing City staff regarding the acquisition of property and the establishment of just compensation for the construction of the Grand Avenue Trail – Jordan Creek to Fuller – Project No. 0510-045-2016. Continued from the August 6, 2018 City Council meeting.

FINANCIAL IMPACT: Approximately \$650,000- \$700,000, including estimated cost of property acquisition and construction.

SYNOPSIS: On June 11, 2018 the City Council received comments from property owners Ruth and Mark McCoy regarding the proposed acquisition of a portion of the McCoy property, 2285 Grand Avenue, necessary for the Grand Avenue Trail. The McCoy's expressed their opposition to constructing the trail on the west side of Grand Avenue, in part because of the necessary property acquisition. After receiving input from the McCoy's, and in order to obtain more information, the City Council continued the hearing to August 6, 2018, at which time it was again continued to this meeting.

Affected property owners were invited to a meeting with Councilmembers Hardman, Trimble and City staff on July 11, 2018 and again on July 30, 2018. At the second meeting three potential alignments of the trail were presented: west side of Grand Avenue (West Option), east side of Grand Avenue (East Option) or alignment along Fuller Road, avoiding Grand Avenue altogether (Fuller Road Option). A map is attached showing the three options and a summary outlining pros/cons for each option.

As expressed at the meetings, the McCoy's remain opposed to the West Option, while property owners Michael and Beverly Goulden, 608 Grand Oaks Drive, and Dr. Christopher and Krystin Komanapalli, 604 Grand Oaks Drive, support this option. Ms. Komanapalli stated specific concern for the safety of pedestrians, children, runners and bicyclists if other than the West Option is chosen, while Michael Goulden referenced the attached written surveys provided by homeowners on Grand Oaks Drive who support the West Option.

Although the specific cost for property acquisition and construction of the trail for each option is not known, an estimated magnitude of costs were prepared for each option. The cost opinion summary is attached. It is estimated that the approximate cost of the project, no matter which option is chosen, will be in the range of \$650,000-\$700,000. The estimated construction cost for the West Option is greater than the East and Fuller Option, but it should be noted that additional design costs would need to be added to these options.

A secondary consequence of selecting a trail alignment is that it impacts the installation of a sidewalk on the west side of Grand Avenue. City Code requires the owner of a double frontage lot to install and maintain a sidewalk on any property adjacent to a City street. Accessibility from each property to the proposed Grand Avenue sidewalk is limited due to the size and topography of the Grand Oaks Drive properties. Since City policy requires the City, rather than the adjacent property owner, to maintain the City's multi-purpose trail, selection of the West Option would address this issue.

Selection of the East Option would complete the trail access on Grand Avenue between Fuller Road and Jordan Creek and avoid the necessity of acquiring the McCoy property. The East Option also would provide a trail on Grand Avenue, potentially reducing the necessity to also have a sidewalk on the west side of Grand Avenue. The Council could then consider waiving the requirement that a sidewalk be installed on the west side of Grand Avenue.

If the Fuller Road Option is chosen, or if Council decides not to approve construction of a trail at all in this area, the need for sidewalks along Grand Avenue still needs to be addressed as required by City Code.



Both Councilmembers Hardman and Trimble have viewed the location of each proposed alignment but have not made a recommendation.

RECOMMENDATION:

Although the original preference remains for the trail to be located on the west side (West Option), no formal recommendation is being made. The City Council is requested to approve one of the four options to allow staff to continue development of the trail plan. If the West Option is chosen, the Council is requested to authorize the acquisition of the McCoy property necessary to construct the Grand Avenue Trail, and to establish the fair market value of the property. If the East Option, Fuller Road Option or No Trail Option is chosen, the Council is also requested to determine if a waiver should be granted to the Grand Oaks Drive property owners regarding sidewalk installation.

Lead Staff Member: David Sadler, Superintendent of Park for Sally Orgies, Director of P & R

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	
Letter sent to surrounding property owners	May 22, 2018

SUBCOMMITTEE REVIEW (if applicable)

Committee	Finance and Administration		
Date Reviewed	April 11, 2018		
Recommendation	Yes		

Prepared by: Greta Truman, Assistant City Attorney, PO Box 65320, West Des Moines, IA 50265-0320 (515) 222-3673
Return to: City Clerk, City of West Des Moines, P.O. Box 65320, West Des Moines IA 50265 (515) 222-3600

SPACE ABOVE THIS LINE FOR RECORDER

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE ACQUISITION AND ESTABLISHING JUST
COMPENSATION FOR PROPERTY NECESSARY FOR THE CONSTRUCTION OF
THE GRAND AVENUE TRAIL – JORDAN CREEK TO FULLER ROAD,
PROJECT NO. 0510-045-2016**

WHEREAS, the City Council of the City of West Des Moines previously approved the funding for the construction of the Grand Avenue Trail -Jordan Creek to Fuller Road, West Des Moines Project Number 0510-045-2016; and

WHEREAS, it is necessary to acquire property interests for the construction of the Trail;
and

WHEREAS, acquisition of property interests by the City through gift, purchase or condemnation based upon fair market value of the property is necessary and appropriate; and

WHEREAS, notice of the intent by the City to acquire property necessary for construction of the Trail has been provided to the property owners pursuant to Iowa Code section 6B.2D; and

WHEREAS, the property owners have been provided the opportunity to voice objection to the proposed acquisition of property; and

WHEREAS, following consideration of the issues raised by the property owners, the City Council has determined that acquisition of the property is necessary and in the best interests of the City of West Des Moines.

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

1. Pursuant to the property acquisition policy of the City of West Des Moines, the acquisition of all property interests necessary for the construction of the Grand Avenue Trail from Jordan Creek to Fuller Road, West Des Moines Project Number 0510-045-2016 as reflected on the attached draft plat of survey, or as such plat of survey is subsequently

amended, is approved.

2. City staff is authorized to acquire M.A.I. appraisals establishing the fair market value of the property necessary for the Project.
3. The fair market value established by the M.A.I. appraisals is hereby approved.
4. City staff is further authorized to acquire the property interests through gift or voluntary acquisition based upon the fair market value of each property interest.
5. Upon the inability of the City to acquire the property interests voluntarily or by gift, condemnation is hereby approved. The City Legal Department is authorized to initiate and complete condemnation proceedings.

PASSED AND ADOPTED this 20th day of August, 2018.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

Prepared by: Greta Truman, Assistant City Attorney, PO Box 65320, West Des Moines, IA 50265-0320 (515) 222-3673
Return to: City Clerk, City of West Des Moines, P.O. Box 65320, West Des Moines IA 50265 (515) 222-3600

SPACE ABOVE THIS LINE FOR RECORDER

RESOLUTION NO. _____

**RESOLUTION APPROVING THE ALIGNMENT OF THE GRAND AVENUE TRAIL -
JORDAN CREEK TO FULLER ROAD, PROJECT NO. 0510-045-2016**

WHEREAS, the City Council of the City of West Des Moines previously approved the alignment and authorized funding for the construction of the Grand Avenue Trail -Jordan Creek to Fuller Road, West Des Moines Project Number 0510-045-2016; and

WHEREAS, notice of the intent to acquire property necessary for construction of the Trail has been provided to affected property owners pursuant to Iowa Code section 6B.2D; and

WHEREAS, upon receiving comment, including hearing objection from the affected property owners, the City Council has determined that an alternative alignment of the Trail from the alignment previously approved is appropriate; and

WHEREAS, the alternative alignment will require notification to affected property owners regarding the City's intent to acquire property necessary for construction of the Trail; and

WHEREAS, notice shall be given to all affected property owners as required by Iowa Code section 6B.2D of the City's intent to acquire property necessary for construction of the Grand Avenue Trail on the alignment authorized and approved by the City Council on August 20, 2018.

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

1. The alignment of the Grand Avenue Trail – Jordan Creek to Fuller Road, Project Number 0510-045-2016 as determined by the City Council of the City of West Des Moines on August 20, 2018 is hereby approved.
2. Pursuant to Iowa Code section 6B.2A, notice shall be provided to all owners of property affected by the alignment selected by the City Council on August 20, 2018.

3. Upon notification as required by Iowa Code section 6B.2A, the City Council will receive input from the owners of property affected by construction of the Trail.

PASSED AND ADOPTED this 20th day of August, 2018.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk



VICINITY MAP

EXISTING TRAIL

GAP IN PEDESTRIAN ACCOMMODATIONS

TITLE VICINITY MAP	DATE 8/1/2018	DRAWN: MAA
	REVIEWED: -	

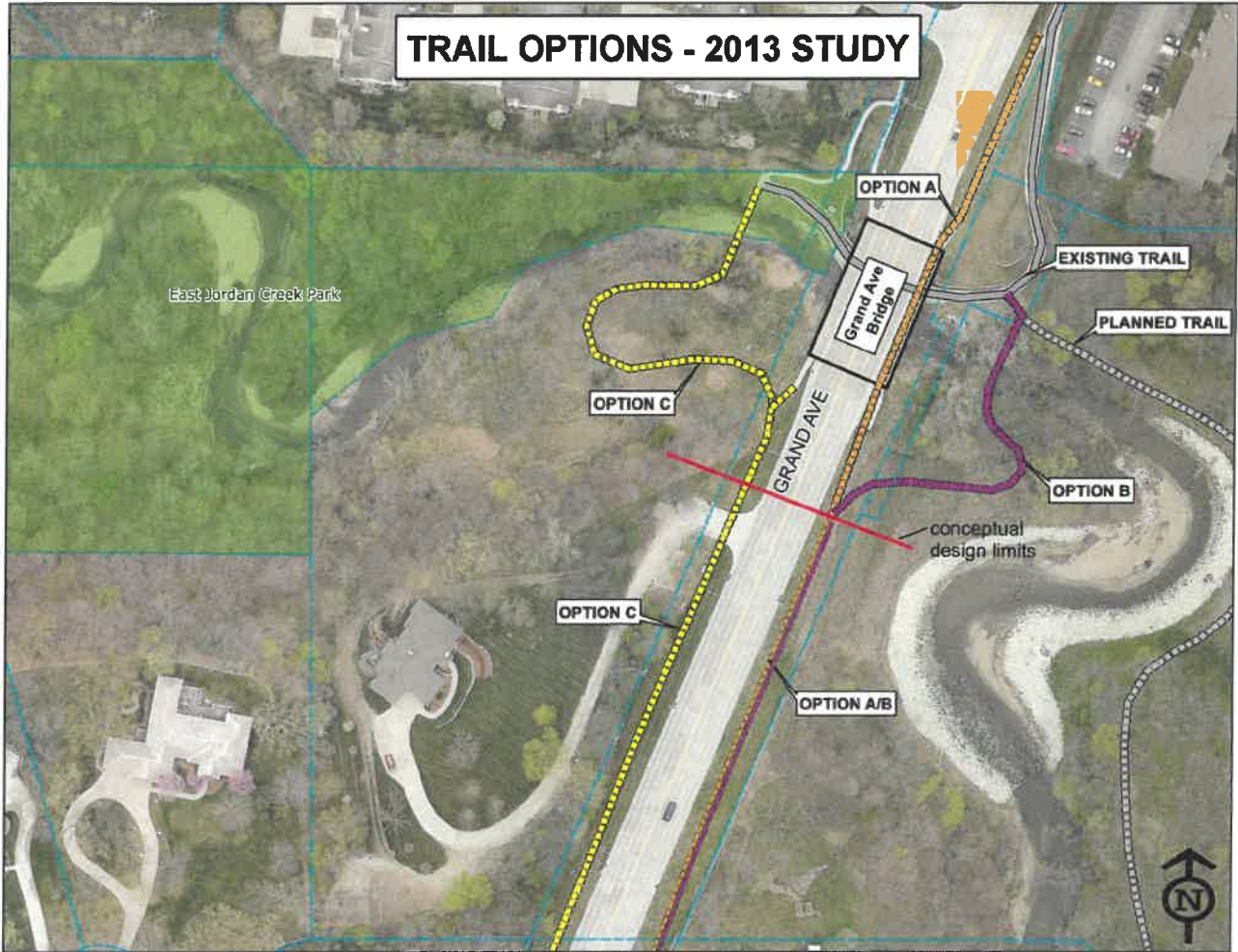
**GRAND AVE TRAIL
FULLER RD TO JORDAN CREEK**

PROJECT NO. WEST DES MOINES, IOWA

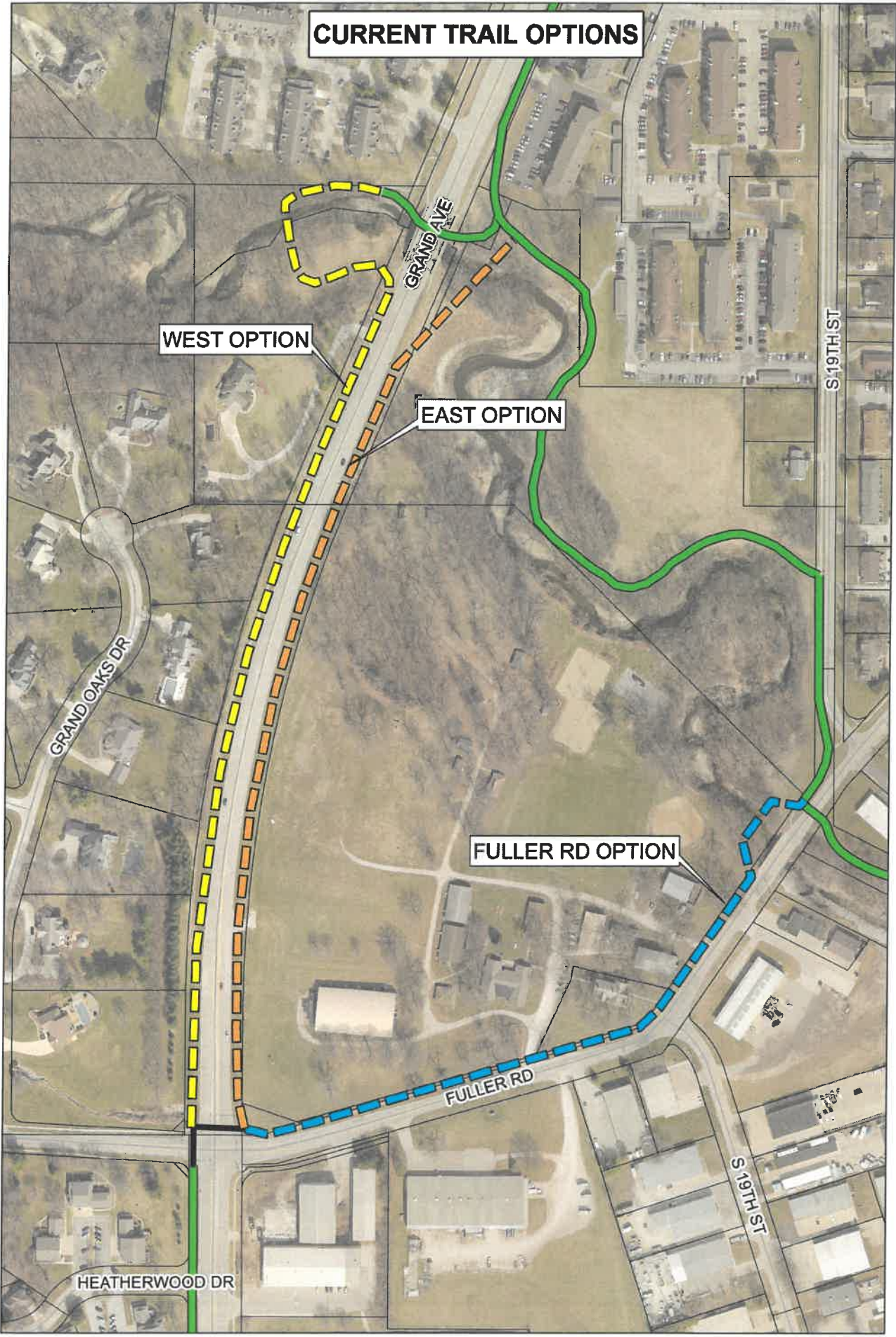


CITY OF WEST DES MOINES
4206 MILLS CIVIC PKWY
P.O. BOX 65310
WEST DES MOINES, IOWA 50265
(515) 222-3600

TRAIL OPTIONS - 2013 STUDY



CURRENT TRAIL OPTIONS



COST OPINION SUMMARY

GRAND AVENUE TRAIL - JORDAN CREEK TO FULLER ROAD

8/1/2018

WEST SIDE OF GRAND AVENUE OPTION

ITEM	PRICE	NOTES
Construction Cost Opinion	\$ 600,404	Approx. 2600 LF of paved trail w/ 100 LF pedestrian bridge
Land Acquisition (approx 0.27 acres)	\$ 38,000	Based on land appraisal completed on 3/6/18.
TOTAL	\$ 638,404	

EAST SIDE OF GRAND AVENUE OPTION*

ITEM	PRICE	NOTES
Construction Cost Opinion	\$ 579,600	Approx. 2100 LF of paved trail w/ 140 LF pedestrian bridge
Land Acquisition (approx 0.24 acres)	\$ 20,000	Place-holder; assumes area of acquisition would be less than west option.
TOTAL	\$ 599,600	

*Construction cost opinion based on conceptual design. Survey data and engineering would be required to further refine cost. Total does not include additional estimated design and appraisal costs of \$40,000 to \$50,000 on top of that already spent for design of the West Option.

FULLER ROAD OPTION*

ITEM	PRICE	NOTES
Construction Cost Opinion	\$ 507,725	Approx. 1500 LF of paved trail w/ 110 LF pedestrian bridge
Land Acquisition (approx 0.50 acres)	\$ 20,000	Place-holder; assumes land acquisition for pedestrian bridge crossing and trail from two property owners
TOTAL	\$ 527,725	

*Construction cost opinion based on conceptual design. Survey data and engineering would be required to refine cost. Total does not include additional estimated design and appraisal costs of \$40,000 to \$50,000 on top of that already spent for design of the West Option.

SUMMARY OF OPTIONS

GRAND AVENUE TRAIL – JORDAN CREEK TO FULLER ROAD

8/15/18

WEST SIDE OF GRAND AVENUE

PROS

- Meets AASHTO and SUDAS preferred slope guidelines for a Shared-use Path (less than 5% slope). Meets ADA requirements.
- Places the trail bridge upstream of the roadway bridge, which may have advantages with flood hydraulics and permitting.
- Utilizes existing trail underpass under Grand Ave Bridge which takes advantage of existing infrastructure to provide a safe crossing of Grand Ave. By utilizing the underpass, an at-grade crossing of Grand Avenue at Fuller Road is not necessary, eliminating potential conflicts between trail users and vehicles.
- More direct route for those trail users continuing west on the trail with no intention of going to Raccoon River Park with one less at-grade crossing of Grand Avenue.
- Design work is 80% complete. Additional cost for design would be incurred for East and Fuller options.
- Smaller bridge span required than East Option (100' vs 140').
- Addresses issue of future sidewalk installation and maintenance for residential properties along west side of Grand Ave. City would be covering all installation costs and maintenance including snow removal.

CONS

- Requires more ROW acquisition than East or Fuller options. Adjacent property owner has indicated that they are not interested in selling property needed for the trail.
- Curves meet guidelines, but would require signage warning bicyclists of slower speeds around curves.
- Requires more grading and paving than East or Fuller options.
- More expensive than East or Fuller options based upon very preliminary estimates for those options.

EAST SIDE OF GRAND AVENUE

PROS

- Direct path to proposed pedestrian bridge crossing eliminates need for curves.
- Less overall grading and paving than West option, but more than Fuller option.
- Smaller amount of ROW acquisition needed. Walnut Creek Community Church has not yet been approached, but may be more amenable to sale of property than west side property owner based upon their past sale of an easement for the trail along Jordan Creek.
- Less expensive than West option but more expensive than Fuller option based upon very preliminary estimate for this option.

continued

SUMMARY OF OPTIONS

CONS

- Meets AASHTO and SUDAS acceptable slope guidelines for a Shared-use Path (less than 8% slope) but some users may find steeper grade more difficult to navigate. Trail users with mobility issues may have to use sidewalk on Grand Avenue roadway bridge to cross Jordan Creek with signage needed to provide direction.
- Conceptual design only. Requires more survey data and engineering to confirm site conditions. Additional design and appraisal cost is estimated at \$40,000 to \$50,000.
- Underpass will remain unused as part of trail system, but will still be available for pedestrians using sidewalks. Requires at-grade crossing of Grand Avenue at signalized intersection in order to continue on a trail. Potential increase in conflicts between trail users and vehicles.
- Counter to original recommendation by Public Works Council Committee and Finance & Administration Council Committee, and Bicycle Master Plan approved by Parks & Recreation Advisory Board and Bicycle Advisory Commission which includes trail on west side of Grand Ave.
- Does not address issue of future sidewalk installation and maintenance for residential properties along west side of Grand Ave. All installation costs and maintenance would be covered by the adjacent property owners per City policy.

FULLER ROAD (NORTH SIDE)

PROS

- Meets AASHTO and SUDAS preferred slope guidelines for a Shared-use Path (less than 5% slope). Meets requirements of ADA.
- Less overall grading and paving than West or East option.
- Less expensive than West or East option.

CONS

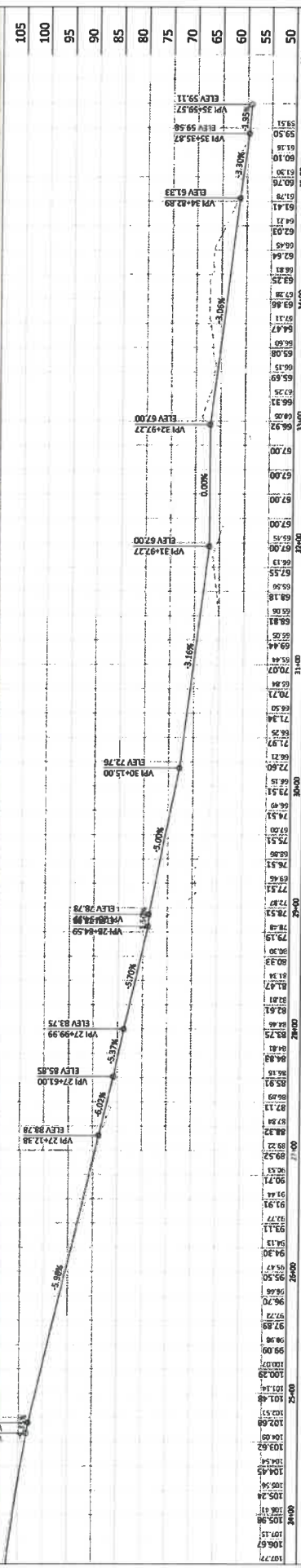
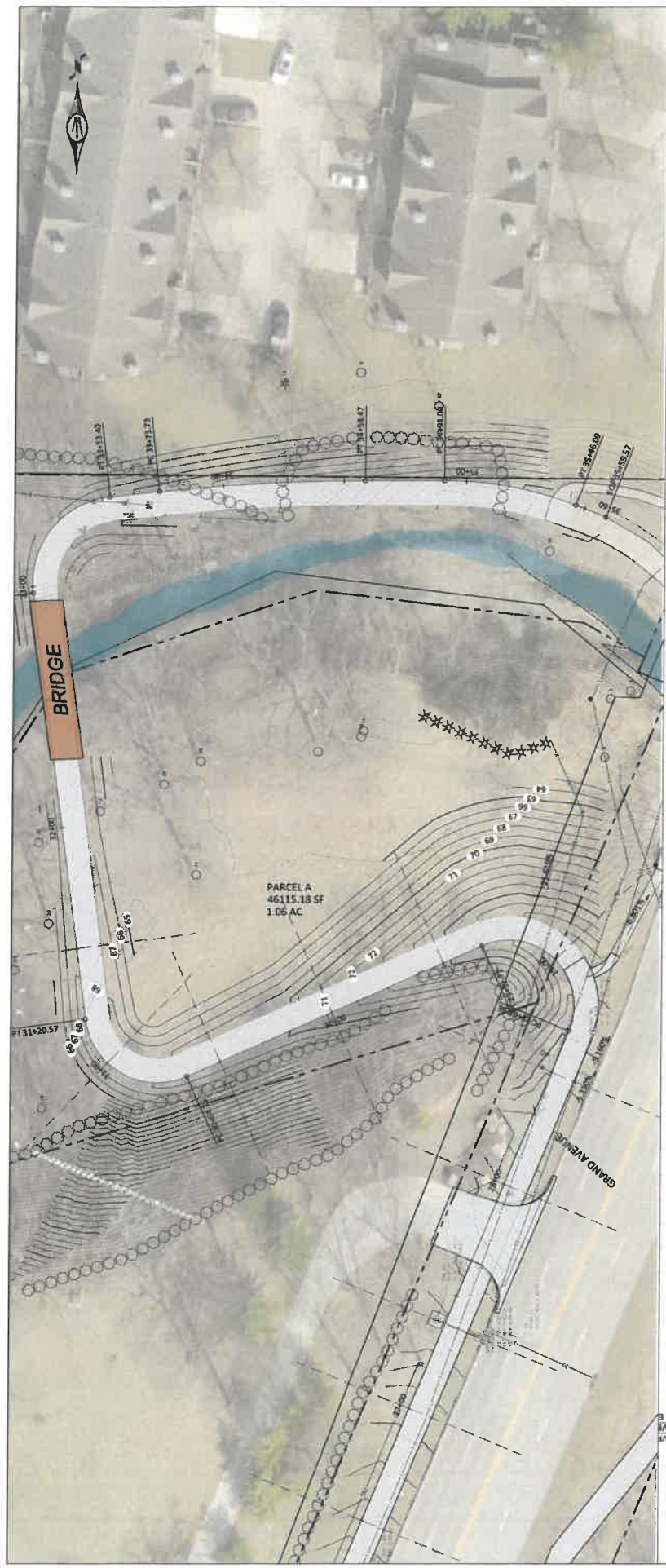
- Fuller Road currently not fully built out; will require further engineering to determine ultimate horizontal/vertical alignment of trail. For purposes of this study, trail is located primarily within existing ROW. If Fuller Road is widened in the future, the trail may need to be removed and replaced.
- Requires additional ROW at curve in Fuller Road and for bridge crossing. Total amount needed TBD.
- Trail may negatively impact a portion of the front yard of the Jordan House, including possible fence relocation.
- Trail may impact or create potential disturbance under one large oak tree.
- Conceptual design only. Requires more survey data and engineering to confirm site conditions. Additional design cost is estimated at \$40,000 to \$50,000.

continued

SUMMARY OF OPTIONS

- Underpass will remain unused as part of trail system, but will still be available for pedestrians using sidewalks. Requires at-grade crossing of Grand Avenue and Fuller Road at signalized intersections in order to continue on a trail. Potential increase in conflicts between trail users and vehicles.
- Does not address issue of future sidewalk installation and maintenance for residential properties along west side of Grand Ave. All installation costs and maintenance would be covered by the adjacent property owners per City policy.
- Counter to original recommendation by Public Works Council Committee and Finance & Administration Council Committee, and Bicycle Master Plan approved by Parks & Recreation Advisory Board and Bicycle Advisory Commission which includes trail on west side of Grand Ave.

TRAIL LOCATION ON MCCOY PROPERTY



BOLTON & MENK

CITY OF WEST DES MOINES, IA
GRAND AVENUE TRAIL
PLAN AND PROFILE

SHEET 1

SCALE: HORIZONTAL 1" = 40', VERTICAL 1" = 10'

BOLTON & MENK, INC. 2018. All Rights Reserved.
11700 HAWK HILL DRIVE, WEST DES MOINES, IA 50319

To the West Des Moines City Council

Date: July 16, 2018

Property Owner Name: Allen and Cindy Sabbag
Address: 508 Grand Oaks Dr.

Please consider my position as expressed below in the matter of sidewalks and/or hiking trails along Grand Ave as it pertains to my property.

Option One – 10’ wide Hiking trail on west side of Grand to be installed and maintained at the sole expense and responsibility of WDM with a 4’ sidewalk on east side of Grand to be installed at some later date.

- Strongly Support
- Support
- No Opinion
- Oppose
- Strongly Oppose

Option Two – 10’ wide Hiking trail on east side of Grand to be installed and maintained at the sole expense and responsibility of WDM with a 4’ sidewalk on west side of Grand to be installed and maintained at the sole expense and responsibility of the property owners involved.

- Strongly Support
- Support
- No Opinion
- Oppose
- Strongly Oppose

Comments:

Signed: Allen Sabbag

To the West Des Moines City Council

Date: July 16, 2018

Property Owner Name: Angela Collins

Address: 512 Grand Oaks Dr.

Please consider my position as expressed below in the matter of sidewalks and/or hiking trails along Grand Ave as it pertains to my property.

Option One – 10' wide Hiking trail on west side of Grand to be installed and maintained at the sole expense and responsibility of WDM with a 4' sidewalk on east side of Grand to be installed at some later date.

- Strongly Support
- Support
- No Opinion
- Oppose
- Strongly Oppose

Option Two – 10' wide Hiking trail on east side of Grand to be installed and maintained at the sole expense and responsibility of WDM with a 4' sidewalk on west side of Grand to be installed and maintained at the sole expense and responsibility of the property owners involved.

- Strongly Support
- Support
- No Opinion
- Oppose
- Strongly Oppose

Comments: I completely concur with my neighbor, Mike Goulden's, argument against Option #2. Maintaining a sidewalk behind my property would be an undue burden.

Signed: Angela Collins

Mailing Address: PO Box 65320, West Des Moines, Iowa 50265-0320

City Hall is located at 4200 Mills Civic Pwky and is open M-F 8 a.m. to 5 p.m.

Sally Ortgies, PLA, Director of Parks & Recreation, 515-222-3447, Sally.Ortgies@wdm.iowa.gov

To the West Des Moines City Council

Date: 7/16/18

Property Owner Name: PAT ROLFES

Address: 600 GRAND AVENUE DR

Please consider my position as expressed below in the matter of sidewalks and/or hiking trails along Grand Ave as it pertains to my property.

Option One – 10' wide Hiking trail on west side of Grand to be installed and maintained at the sole expense and responsibility of WDM with a 4' sidewalk on east side of Grand to be installed at some later date.

- Strongly Support
- Support
- No Opinion
- Oppose
- Strongly Oppose

Option Two – 10' wide Hiking trail on east side of Grand to be installed and maintained at the sole expense and responsibility of WDM with a 4' sidewalk on west side of Grand to be installed and maintained at the sole expense and responsibility of the property owners involved.

- Strongly Support
- Support
- No Opinion
- Oppose
- Strongly Oppose

Comments:

OPTION ONE TIES INTO THE CURRENT SYSTEM PERFECTLY.

Signed: [Signature]

To the West Des Moines City Council

Date: 7/24/18

Property Owner Name: Chris E Krystin Komoropall
Address: 604 Grand Oaks Dr
WDM, IA, 50265

Please consider my position as expressed below in the matter of sidewalks and/or hiking trails along Grand Ave as it pertains to my property.

Option One – 10' wide Hiking trail on west side of Grand to be installed and maintained at the sole expense and responsibility of WDM with a 4' sidewalk on east side of Grand to be installed at some later date.

- Strongly Support
- Support
- No Opinion
- Oppose
- Strongly Oppose

Option Two – 10' wide Hiking trail on east side of Grand to be installed and maintained at the sole expense and responsibility of WDM with a 4' sidewalk on west side of Grand to be installed and maintained at the sole expense and responsibility of the property owners involved.

- Strongly Support
- Support
- No Opinion
- Oppose
- Strongly Oppose

Comments:

The industrial area on the East side of Grand Ave would be hazardous for hikers / bikers with all the trucks entering / leaving that area.

Signed: 

To the West Des Moines City Council

Date: 7-16-18

Property Owner Name: Michael & Beverly Goulden

Address: 608 Grand Oaks Dr. - WDM, IA 50265

Please consider my position as expressed below in the matter of sidewalks and/or hiking trails along Grand Ave as it pertains to my property.

Option One – 10' wide Hiking trail on west side of Grand to be installed and maintained at the sole expense and responsibility of WDM with a 4' sidewalk on east side of Grand to be installed at some later date.

- Strongly Support
- Support
- No Opinion
- Oppose
- Strongly Oppose

Option Two – 10' wide Hiking trail on east side of Grand to be installed and maintained at the sole expense and responsibility of WDM with a 4' sidewalk on west side of Grand to be installed and maintained at the sole expense and responsibility of the property owners involved.

- Strongly Support
- Support
- No Opinion
- Oppose
- Strongly Oppose

Comments:

Signed: Mike Gould 7/16/18

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

Date: August 20, 2018

ITEM: Boone Farm, 1809 S 50th Place — Amend the Comprehensive Plan Land Use Map designation from Medium Density Residential to Low Density Residential and to amend the Zoning Map to change the zoning from Residential Medium Density (RM-8) to Residential Estate (RE-1A) - Berniece M. Boone Charitable Remainder Annuity Trust - CPA-003985-2018/ZC-003986-2018

RESOLUTION: Approval of Comprehensive Plan Amendment
ORDINANCE: Approval of First Reading of the Ordinance

FINANCIAL IMPACT: Undetermined.

BACKGROUND: The Berniece M. Boone Charitable Remainder Annuity Trust is seeking approval of an amendment to the Comprehensive Plan Land Use Map to change the land use designation of the property located at 1809 S 50th Place from Medium Density Residential to Low Density Residential and to amend the Zoning Map designation for this property from Residential Medium Density (RM-8) to Residential Estate (RE-1A) (see Exhibit I - Attachment C - Location Map/Rezoning Sketch) to accommodate single family development.

Plan and Zoning Commission Action:

Vote: 5-0 Approval, Commissioners Andersen, Costa absent

Date: August 13, 2018

Motion: Approve a resolution recommending the City Council approve the Comprehensive Plan Land Use Map amendment and approve a resolution recommending the City Council approved the first reading of the ordinance amending the Zoning Map

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 (June 25, 2018 and August 6, 2018)
- Staff Review and Comment
 - Past Inquiries
 - Roadway Connection
- Comprehensive Plan Consistency
- Staff Recommendation and Conditions of Approval
- Noticing Information

RECOMMENDATION: Based upon the preceding review, the Plan and Zoning Commission recommends the City Council approve the proposed amendment to the Comprehensive Plan Land Use Map and approve the first reading of an ordinance to amend the Zoning Map for property located at 1809 S. 50th Place.

Lead Staff Member: Kara Tragesser, AICP

Staff Reviews:

Department Director	
Appropriations/Finance	
Legal	
Agenda Acceptance	

PUBLICATION(S) (if applicable)

Published In	Des Moines Register
Date(s) Published	August 3, 2018
Letter sent to surrounding property owners	July 31, 2018

SUBCOMMITTEE REVIEW (if applicable)

Committee	Development & Planning		
Date Reviewed	June 25 and August 6, 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 - Plan & Zoning Commission Resolution – Comprehensive Plan Land Use amendment
 - Attachment B – Plan & Zoning Commission Resolution – Rezoning Request
 - Exhibit A – Conditions of Approval
 - Attachment C – Location Map/Rezoning Sketch
- Exhibit II - City Council Resolution (Comprehensive Plan Land Use Amendment)
- Exhibit III - Proposed Rezoning Ordinance

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

Meeting Date: August 13, 2018

Item: Boone Farm, 1809 S 50th Place — Amend the Comprehensive Plan Land Use Map designation from Medium Density Residential to Low Density Residential and to amend the Zoning Map to change the zoning from Residential Medium Density (RM-8) to Residential Estate (RE-1A) - Berniece M. Boone Charitable Trust
CPA-003985-2018/ZC-003986-2018

Requested Action: Recommend approval of the amendments to the Comprehensive Plan Land Use Map and the Zoning Map

Case Advisor: Kara V. Tragesser, AICP 

Applicant's Request: The Berniece M. Boone Charitable Trust is seeking approval of an amendment to the Comprehensive Plan Land Use Map to change the land use designation of the property located at 1809 S 50th Place from Medium Density Residential to Low Density Residential and to amend the zoning map designation for this property from Residential Medium Density (RM-8) to Residential Estate (RE-1A) (see Attachment C - Location Map/Rezoning Sketch) to accommodate single family development.

History: The property is the remnant parcel of the larger Boone Farm that over the years was parceled off for surrounding development. The property has some buildings on it that would be demolished for the single family development to proceed. The property owner recently passed away and the Trust would like to sell it with the proceeds going to the Trust's designated charities.

City Council Subcommittee: This item was presented to the Development and Planning City Council Subcommittee at their June 25, 2018 and August 6, 2018, meetings. The Subcommittee was supportive of the amendment to the Comprehensive Plan Land Use Map and the Zoning Map.

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

Past Inquiries: Several inquiries for development of the parcel as medium density development (typically townhomes or single story apartments) have been made with feedback from potential developers that the drainage way that runs through the middle of the parcel is not financially feasible to cross.

Roadway Connection: The Ultimate Street Map consistently has shown a collector roadway connecting Cherrywood Drive on the north to Grand Ridge Drive on the east. The developers to-date have cited that the crossing of the drainage way is too expensive for development of the property and that the connection is not feasible to be made. The City planned for this connection for emergency services access to the area, for traffic circulation in the area, and for detour routes for any maintenance on S. 50th Street, Cherrywood Drive or Grand Ridge Drive. Staff suggested that one option was to construct a connection to the south at a point where the current terminus of Grand Ridge Drive is located at the property line to the subject property. This connection did have hurdles to overcome, namely it would need to access Iowa Department of Transportation right-of-way and would be close to the where the on ramp to I-35 starts. The Iowa DOT refused access through their right-of-way.

The connection between Cherrywood Drive and Grand Ridge Drive also would provide two points of access to the property as required by code. It also would eliminate dead end lengths that exceed the city code standard of 750 feet on both Cherrywood and Grand Ridge Drive.

The applicant approached the Development and Planning City Council Subcommittee to voice their opinion on the suitability of the site to be developed with the roadway connection, noting the cost to build a culvert or otherwise span the drainage way. Also, the applicant indicated that a developer was interested in building single family dwellings on

large lots instead of multi-family dwellings which would decrease the number of people affected by the lack of crossing and reduce the number of people needing the services which the connection would provide. Staff indicated that the development of the property for low density residential may be acceptable with cul-de-sacs installed at the ends of Cherrywood Drive and Grand Ridge Drive and all dwellings would be required to install fire sprinkler systems, with the understanding that street maintenance may be more complicated, may take more time in order to provide access, and may completely cut off access at times.

The Subcommittee supported the change in zoning from medium density residential to low density residential, which would allow for 10 single family lots to be developed on the property.

Comprehensive Plan Consistency: The proposed Planned Unit Development amendment has been reviewed for consistency with the Comprehensive Plan. Based upon that review, a finding has been made that the proposed amendment 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, upon approval of the amendment to the land use map.

Staff Recommendations and Conditions of Approval Based upon the preceding review and a finding of consistency with the Comprehensive Plan, staff recommends that the Plan and Zoning Commission adopt a resolution recommending the City Council approve the amendment to the Comprehensive Plan Land Use Map to change the land use designation at 1809 S 50th Place and adopt a resolution recommending the City Council approve the amendment to the Zoning Map to change the designation of the property as outlined above, subject to the applicant meeting all City Code requirements and the following:

1. All dwellings constructed within the boundaries of the parcel as delineated at the time of this action, as well as future subdivision, will be constructed with fire sprinkler systems.

Noticing Information: On August 3, 2018, notice for the August 13, 2018, Plan and Zoning Commission and the August 20, 2018, City Council Public Hearings on this project was published in the Des Moines Register. Notice of these public hearings also was mailed to all property owners within 370 feet of the property boundary on July 31, 2018.

Property Owner/Applicant: Berniece M. Boone Charitable Trust
c/o Iowa State Bank
2301 128th Street
Urbandale Iowa 502323

Attachments:

Attachment A	-	Plan and Zoning Commission Resolution – Land Use Designation
Attachment B	-	Plan and Zoning Commission Resolution – Rezoning
Exhibit A	-	Conditions of Approval
Attachment C	-	Location Map/Rezoning Sketch

RESOLUTION NO. PZC-18-052

A RESOLUTION OF THE PLAN AND ZONING COMMISSION OF THE CITY OF WEST DES MOINES, RECOMMENDING TO THE CITY COUNCIL THAT IT APPROVE THE COMPREHENSIVE PLAN LAND USE MAP AMENDMENT (CPA-003985-2018) FOR THE PURPOSE OF CHANGING THE LAND USE DESIGNATION OF PROPERTY LOCATED AT 1809 S. 50th PLACE FROM MEDIUM DENSITY RESIDENTIAL TO LOW DENSITY RESIDENTIAL

WHEREAS, pursuant to the provisions of Title 9, Chapter 1 et seq, of the West Des Moines Municipal Code, the Berniece M Boone Charitable Trust has requested approval of a Comprehensive Plan Land Use Map Amendment for that property legally described below;

Legal Description

-EX BEG SW COR LOT 30 QUAIL COVE PLAT 1 THN S 398.75 F SE 2892.22F NW 622.64F W 33.19F TO POB – S ½ SE 1/4LYG N & E OF i-35 SECTION 19-78-25 BEING IN THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA

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

WHEREAS, on August 13, 2018, this Commission held a duly-noticed hearing to consider the application for Comprehensive Plan Amendment (CPA-003985-2018);

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

SECTION 1. The request for a change in the land use designation from Medium Density Residential to Low Density Residential for property legally described above is recommended to the City Council for approval.

PASSED AND ADOPTED on August 13, 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 August 13, 2018, by the following vote:


AYES: Crowley, Erickson, Hatfield, Drake, Southworth

NAYS:

ABSTENTIONS:

ABSENT: Andersen, Costa

ATTEST:


Recording Secretary

PLAN AND ZONING COMMISSION RESOLUTION #PZC-18-053

A RESOLUTION OF THE PLAN AND ZONING COMMISSION OF THE CITY OF WEST DES MOINES, RECOMMENDING TO THE CITY COUNCIL THAT IT APPROVE THE REZONING REQUEST (ZC-003986-2018) FOR THE PURPOSE OF AMENDING THE ZONING MAP TO CHANGE THE ZONING DESIGNATION OF PROPERTY LOCATED AT 1809 S. 50TH PLACE FROM RESIDENTIAL MEDIUM DENSITY (RM-8) TO RESIDENTIAL ESTATE (RE-1A)

WHEREAS, pursuant to the provisions of Title 9, Chapter 1 et seq, of the West Des Moines Municipal Code, the Berniece M Boone Charitable Trust has requested approval to change the zoning designation of property located at 1809 S 50th Place from Residential Medium Density (RM-8) to Residential Estate (RE-1A);

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


WHEREAS, on August 13, 2018, this Commission held a duly-noticed hearing to consider the application for a Rezoning Request;

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

SECTION 1. The findings, for approval, in the staff report, dated August 13, 2018, or as amended orally at the Plan and Zoning Commission hearing of August 13, 2018, are adopted.

SECTION 2. REZONING REQUEST (ZC-003986-2018) to amend the zoning map, subject to compliance with all the conditions in the staff report, dated August 13, 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 August 13, 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 August 13, 2018, by the following vote:

AYES: Crowley, Erickson, Hatfield, Drake, Southworth

NAYS:

ABSTENTIONS:

ABSENT: Andersen, Costa

ATTEST:



Recording Secretary

EXHIBIT A
CONDITIONS OF APPROVAL

1. All dwellings constructed within the boundaries of the parcel as delineated at the time of this action, as well as future subdivision, will be constructed with fire sprinkler systems.

Civil Engineering Consultants, Inc.
2400 86th Street, Unit 12, Des Moines, Iowa 50323
515.276.4884, Fax: 515.276.7084, mail@cecinc.com



DATE:	07-09-2018
REVISIONS:	001-001
DATE OF SURVEY:	
PROJECT NO.:	
DRAWN BY:	
CHECKED BY:	
SCALE:	
DATE:	

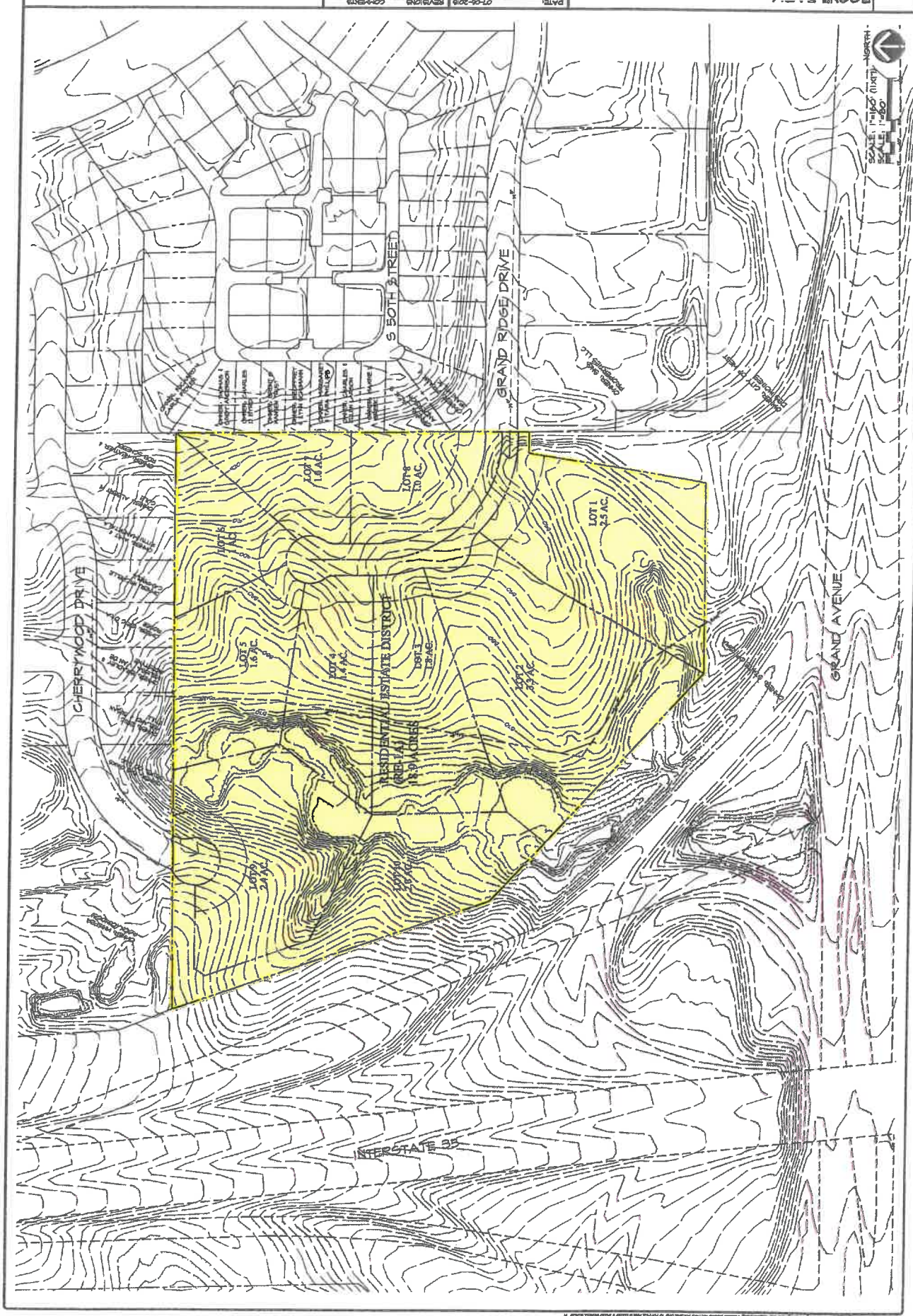


EXHIBIT II

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

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST DES MOINES APPROVING THE COMPREHENSIVE PLAN AMENDMENT (CPA-003985-2018) TO AMEND THE COMPREHENSIVE PLAN LAND USE MAP FOR THE PURPOSE OF CHANGING THE LAND USE DESIGNATION OF PROPERTY LOCATED AT 1809 S. 50th PLACE FROM MEDIUM DENSITY RESIDENTIAL TO LOW DENSITY RESIDENTIAL

WHEREAS, pursuant to the provisions of Title 9, Chapter 1 et seq, of the West Des Moines Municipal Code, the Berniece M. Boone Charitable Remainder Annuity Trust, has requested approval for a Comprehensive Plan Amendment to amend the Comprehensive Plan Land Use Plan to change the Land Use Designation of property located at 1809 S. 50th Place from Medium Density Residential to Low Density Residential and legally described as:

Legal Description

The South ½ of the SE¼ of Section 19, Township 78 North, Range 25 West of the 5th P.M., Polk County, lying North of the centerline of Grand Avenue as it presently exists, except that part lying West of Interstate No. 35, and except those parts conveyed to the State of Iowa by Warranty Deed recorded in Book 3005, Page 491, Office of the Recorder of Polk County, Iowa AND The East 33 feet of the South ½ SE¼ of Section 19, Township 78 North, Range 25 West of the 5th P.M., except the South 740.00 feet, West Des Moines, Polk County, Iowa

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

WHEREAS, on August 13, 2018, the Plan and Zoning Commission did recommend the City Council approve the Comprehensive Plan Amendment;

WHEREAS, on August 20, 2018, the City Council held a duly-noticed public hearing to consider the application for Comprehensive Plan Amendment;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA DOES HEREBY FIND AND RESOLVE AS FOLLOWS:

SECTION 1. The findings, for approval, in the staff report for the hearing or as amended orally at the City Council meeting are adopted.

SECTION 2. The amendment of the Comprehensive Plan Land Use Map as described above is hereby adopted.

S:_Development Projects\Boone Farm\CPA-ZC 2018\CPA-003985-2018-ZC-003986-2018_SR_Boone Farm CPA-ZC 2018_CC_08-20-2018.docx

PASSED AND ADOPTED on August 20, 2018.

Steven K. Gaer
Mayor

I HEREBY CERTIFY that the foregoing resolution was duly adopted by the City Council of the City of West Des Moines, Iowa, at a regular meeting held on August 20, 2018, by the following vote:

ATTEST:

Ryan Jacobson
City Clerk

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

ORDINANCE NO.

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

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

SECTION 1. AMENDMENT: The Zoning Map of the City of West Des Moines, Iowa, is hereby amended by changing the zoning of property located at 1809 S. 50th Place and legally described below from Residential Medium Density (RM-8) to Residential Estate (RE-1A) as legally described below

Legal Description

The South ½ of the SE¼ of Section 19, Township 78 North, Range 25 West of the 5th P.M., Polk County, lying North of the centerline of Grand Avenue as it presently exists, except that part lying West of Interstate No. 35, and except those parts conveyed to the State of Iowa by Warranty Deed recorded in Book 3005, Page 491, Office of the Recorder of Polk County, Iowa AND The East 33 feet of the South ½ SE¼ of Section 19, Township 78 North, Range 25 West of the 5th P.M., except the South 740.00 feet, West Des Moines, Polk County, Iowa

SECTION 2. CONDITIONS OF APPROVAL. All dwellings constructed within the boundaries of the parcel as delineated at the time of this action, as well as future subdivision, will be constructed with fire sprinkler systems.

SECTION 3. SAVINGS CLAUSE. If any section, provision, sentence, clause, phrase or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any provision, section, subsection, sentence, clause, phrase or part hereof not adjudged invalid or unconstitutional.

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

SECTION 5. OTHER REMEDIES. In addition to the provisions set out in the Violations and Penalties Section herein, the City may proceed in law or equity against any person, firm, or corporation for violation of any section or subsection of this Ordinance.

SECTION 6. EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage, approval, and publication as provided by law.

Approved and passed by the City Council on the ____ 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

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

ITEM: Amendment No. 3 Alluvion Urban Renewal Area – City Initiated

DATE: August 20, 2018

RESOLUTION: Approval of the Resolution amending this plan

FINANCIAL IMPACT: Not determined at this time.

BACKGROUND: Staff has initiated the process to amend the Alluvion Urban Renewal Plan. The Alluvion Urban Renewal Plan was originally adopted in 2014 and amended in 2015 and 2016. On July 23, 2018 staff established a consultation meeting for Monday, August 06. The plan is now being amended by this, Amendment No. 3, to add additional projects to include fiber optic installation.

OUTSTANDING ISSUES: There are no outstanding issues regarding this proposed amendment.

RECOMMENDATION: Staff recommends that the City Council approve of the Resolution amending the Urban Renewal plan.

Lead Staff Member: Rachel Wacker Bailey, Community and Economic Development

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	Des Moines Register
Dates(s) Published	08/10/18

SUBCOMMITTEE REVIEW (if applicable)

Committee	F&A
Date Reviewed	June 13, 2018
Recommendation	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

ATTACHMENTS: Exhibit I
Exhibit II

Proposed Alluvion Urban
Renewal Plan Amendment No. 2
Resolution

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 20, 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 to Approve Urban Renewal Plan Amendment #3 for the Alluvion Urban Renewal Area

WHEREAS, as a preliminary step to exercising the authority conferred upon Iowa cities by Chapter 403 of the Code of Iowa (the "Urban Renewal Law"), a municipality must adopt a resolution finding that one or more slums, blighted or economic development areas exist in the municipality and that the rehabilitation, conservation, redevelopment, development or a combination thereof, of such area or areas is necessary in the interest of the public health, safety or welfare of the residents of the municipality; and

WHEREAS, this City Council of the City of West Des Moines, Iowa (the "City") by prior resolution established the Alluvion Urban Renewal Area (the "Urban Renewal Area") and adopted an urban renewal plan (the "Plan") for the governance of projects and initiatives therein; and

WHEREAS, an amendment (the "Amendment") to the Plan has been prepared which authorizes the undertaking of new urban renewal projects (the "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

WHEREAS, notice of a public hearing by the City Council on the proposed Amendment was heretofore given in strict compliance with the provisions of Chapter 403 of the Code of Iowa, and the Council has conducted said hearing on August 20, 2018; and

WHEREAS, copies of the Amendment, notice of public hearing and notice of a consultation meeting with respect to the Amendment were mailed to the appropriate affected taxing entities; the consultation meeting was held on the 6th day of August, 2018; and responses to any comments or recommendations received following the consultation meeting were made as required by law;

NOW, THEREFORE, It Is Resolved by the City Council of the City of West Des Moines, Iowa, as follows:

Section 1. The Amendment, attached hereto as Exhibit 1 and made a part hereof, is hereby in all respects approved.

Section 2. It is hereby determined by this City Council as follows:

A. The Projects proposed under the Amendment conform to the general plan for the development of the City;

B. The Projects proposed under the Amendment are necessary and appropriate to facilitate the proper growth and development of the City in accordance with sound planning standards and local community objectives.

C. It is not anticipated that families will be displaced as a result of the City's undertakings under the Amendment. Should such issues arise with future projects, then the City will ensure that a feasible method exists to carry out any relocations without undue hardship to the displaced and into safe, decent, affordable and sanitary housing.

Section 3. All resolutions or parts thereof in conflict herewith are hereby repealed, to the extent of such conflict.

Passed and approved August 20, 2018.

Mayor

Attest:

City Clerk

(Attach copy of the urban renewal plan amendment to Exhibit 1 of this resolution.)

••••

Upon motion and vote, the meeting adjourned.

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 to Approve Urban Renewal Plan Amendment #3 for the Alluvion Urban Renewal Area

WHEREAS, as a preliminary step to exercising the authority conferred upon Iowa cities by Chapter 403 of the Code of Iowa (the "Urban Renewal Law"), a municipality must adopt a resolution finding that one or more slums, blighted or economic development areas exist in the municipality and that the rehabilitation, conservation, redevelopment, development or a combination thereof, of such area or areas is necessary in the interest of the public health, safety or welfare of the residents of the municipality; and

WHEREAS, this City Council of the City of West Des Moines, Iowa (the "City") by prior resolution established the Alluvion Urban Renewal Area (the "Urban Renewal Area") and adopted an urban renewal plan (the "Plan") for the governance of projects and initiatives therein; and

WHEREAS, an amendment (the "Amendment") to the Plan has been prepared which authorizes the undertaking of new urban renewal projects (the "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

WHEREAS, notice of a public hearing by the City Council on the proposed Amendment was heretofore given in strict compliance with the provisions of Chapter 403 of the Code of Iowa, and the Council has conducted said hearing on August 20, 2018; and

WHEREAS, copies of the Amendment, notice of public hearing and notice of a consultation meeting with respect to the Amendment were mailed to the appropriate affected taxing entities; the consultation meeting was held on the 6th day of August, 2018; and responses to any comments or recommendations received following the consultation meeting were made as required by law;

NOW, THEREFORE, It Is Resolved by the City Council of the City of West Des Moines, Iowa, as follows:

Section 1. The Amendment, attached hereto as Exhibit 1 and made a part hereof, is hereby in all respects approved.

Section 2. It is hereby determined by this City Council as follows:

A. The Projects proposed under the Amendment conform to the general plan for the development of the City;

B. The Projects proposed under the Amendment are necessary and appropriate to facilitate the proper growth and development of the City in accordance with sound planning standards and local community objectives.

C. It is not anticipated that families will be displaced as a result of the City's undertakings under the Amendment. Should such issues arise with future projects, then the City will ensure that a feasible method exists to carry out any relocations without undue hardship to the displaced and into safe, decent, affordable and sanitary housing.

Section 3. All resolutions or parts thereof in conflict herewith are hereby repealed, to the extent of such conflict.

Passed and approved August 20, 2018.

Mayor

Attest:

City Clerk

(Attach copy of the urban renewal plan amendment to Exhibit 1 of this resolution.)

• • • •

Upon motion and vote, the meeting adjourned.

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

ITEM: Public Hearing, FY 2018-19 Budget Amendment #1

DATE: August 20, 2018

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

General Fund – net decrease to the fund of \$2,628,389

The general fund piece of this amendment primarily consists of:

- (1) Reclassification of Westcom revenue, (\$2,180,780), and expenses, (\$3,723,136) from the General Fund to a new created Westcom Enterprise Fund,
- (2) Addition of \$1,200,500 of expense for the purchase of the WDM Water Works space located in City Hall.

Other less-significant adjustments within the General Fund are as follows:

- \$113,606 increase to rental inspection revenue and offsetting expenses for the addition of a new rental inspector, needed to keep up with increasing demand.
- Carryover of \$41,350 of Fire Department expenses for equipment budgeted in FY 17-18.
- \$127,820 increase to the EMS expenses for moving multiple part-time staff to full-time in Spring of 2018
- Carryover of \$12,100 of expenses related to Engineering Services benchmarking project which was budgeted and began in FY 17-18.
- \$19,400 increase in personnel costs to update the Human Services Department salaries
- Carryover of \$79,900 of expenses related to Development Services comprehensive plan project which was budgeted and began in FY 17-18
- Carryover of \$356,545 of expenses related to the Property Improvement and Regulatory Compliance Funds that was budgeted in FY 17-18
- \$265,267 increase in expenses to the Property Improvement and Regulatory Compliance Funds for additional funding approved by Council in June 2018
- \$36,000 decrease in expenses to the Sister Cities Commission for contractual services not renewed with John Norwood
- \$22,000 increase in personnel costs to the City Manager's Office for updated salaries and change in health insurance benefits at the open enrollment period.
- \$62,400 increase in expenses for the completion of City Hall security assessment and security services.

- \$7,000 increase in expenses for contracted staff to assist the Finance Department with fiscal year end work.
- \$200,000 increase in expenses for document scanning project related to City Hall HVAC project.
- Carryover \$240,321 of expenses originally budgeted in FY 17-18 related to the purchase and project management of the HRIS software project.
- Carryover \$50,000 of expenses related to upgrading the current HR software.

Special Revenue Fund - net decrease to the fund of \$4,461,978

- \$1,656,257 decrease to revenue and \$1,438,857 decrease to expenses for the reclassification of the E911 Fund to the newly created E911 Enterprise Fund
- \$50,000 increase to revenue to reflect a Bravo grant for the Public Art Folded Flag project.
- \$1,000,000 increase in expenses to the Woodland Hills LMI Fund for the proposed LMI Housing programs using available funds.
- \$274,100 increase in expenses to the Public Art Fund for the carryover of projects from FY 17-18 and the addition of the Folded Flag project.

Debt Service Fund - net decrease to the fund of \$1,337

- \$1,244,215 increase to principal for bond payments as a result of recent issuances
- \$1,242,878 increase Debt Service Transfers In, for bond payments covered by TIF Revenue.

Capital Projects Fund - net decrease to the fund of \$29,838,117

Revenue for the Capital Projects Fund will increase by \$10,000 due to contributions from property owners for sidewalk repairs.

Expenses for Capital Projects will increase by \$31,848,117, major adjustments in expenditures (defined as being over \$200,000) for the following public improvements are due to two factors –

(1) Projects were not identified when the budget was originally approved in March of 2018 but have been recommended to be included:

City Hall HVAC and Interior Renovations	\$4,912,000
Sports Complex-Land Acquisition	2,300,000

(2) Projects scheduled for completion in FY 17-18 but need to be carried over to FY 18-19:

Veterans Parkway-SE Adams to SE 50th	\$ 4,859,000
Veterans Parkway-SE Maffitt Lake Rd to SE Adams	3,662,232
S Grand Prairie Pkwy-SW Madison to RRD	2,874,266
Ashworth Rd Improvements Phase 2-81 st to 88 th	2,216,646
Mills Civic Parkway- S JCP to S 77th	1,876,184
2018 HMA Resurfacing	1,801,234

Ashworth Rd Improvements-JCP to 81 st	1,358,289
2018 PCC Patching Program	829,143
Valley View Park-Shelter/Restrooms	647,321
Grand Ave Trail-North of Fuller	488,810
Valley Junction Alley Improvements Phase 5	480,128
Pinedale Park	332,000
2018 Street Reconstruction	309,771
Hidden Point Park	309,685
Coachlight Drive-S JCP to S 81 st	305,529
Woodlands Hills Greenway Trail	298,098
Valley View Park Aquatic Center Play Structure	270,000
Intersection Improvements	220,485
Court Renovations	<u>220,000</u>
	\$ 23,358,821

Business Type / Enterprise Funds - net decrease to the fund of \$10,117,951

- \$3,837,037 increase to revenue for reclassification of Westcom and E911 Funds from the General and Special Revenue Funds to the Enterprise Funds.
- Expenses for Sanitary Sewer and Stormwater Capital projects will increase by \$9,977,501. Several projects which had been scheduled for completion in FY 17-18 have not been completed and are being updated and carried over to FY 18-19, major adjustments in expenditures (defined as being over \$200,000) are for the following public improvements :

Walnut Creek Outfall & Pump Station	\$4,985,007
Middle Creek Trunk Sewer Extension	1,739,365
Booneville Road Bridge over Sugar Creek	1,684,345
NE Basin Walnut Creek Outfall	800,000
Raccoon River Driver Culvert near S JCP	349,470
South Area Lift Station Improvements	<u>233,500</u>
	\$9,791,687



- \$3,723,136 increase in expenses for the moving of Westcom expenses from the General Fund to establish a new Westcom Enterprise Fund
- \$30,000 increase in expenses to the Westcom Fund for the Westcom Director recruitment.
- \$1,438,857 increase in expenses for the moving of the E911 expenses from the Special Revenue Fund to established a new E911 Enterprise Fund.
- \$77,650 increase in expenses in the Vehicle Replacement Fund to adjust for not trading in an old plow truck on the purchase of a new unit.
- \$32,800 increase in expenses in the Vehicle Replacement Fund for the carryover of funding from FY 17-18 for the accessories related to new fire truck purchased in FY 17-18.
- \$150,000 increase in expense in the Vehicle Replacement Fund for replacement of ambulance, covered by replacement funds on hand.
- \$65,000 increase in expense in Vehicle Replacement Fund for replacement of fire vehicle, covered by replacement funds on hand.

BACKGROUND: This is a public hearing on Amendment #1 to the City's FY 2018-19 operating and capital budget. The Finance Director and Budget Analyst developed this amendment after reviewing all expenditure levels and receiving input from several of the departments. The amendment was presented and discussed with the Finance & Administration Committee on August 1, 2018, where the Committee recommended approval.

RECOMMENDATION: Adopt Resolution approving Amendment #1 to the FY 2018-19 operating and capital budget.

Lead Staff Member: Chris Hamlett, Budget Analyst 

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	The Des Moines Register
Dates(s) Published	August 10, 2018

SUBCOMMITTEE REVIEW (if applicable)

Committee	Finance & Administration		
Date Reviewed	August 1, 2018		
Recommendation	<input checked="" type="radio"/> Yes	<input type="radio"/> No	<input type="radio"/> Split

RESOLUTION

A RESOLUTION ADOPTING AN AMENDMENT TO THE ANNUAL BUDGET FOR THE CURRENT FISCAL YEAR ENDING JUNE 30 2019.

WHEREAS, on August 20, 2018 the City Council approved and adopted an amendment to the City's annual budget for the current fiscal year ending June 30, 2019, and

WHEREAS, further amendment to the City's annual budget for the current fiscal year ending June 30, 2019 is necessary to reflect changing estimates of revenue and expenditure appropriations and adjustments in expenditures across all programs and transfers between funds and between programs; and

WHEREAS, the provisions of Chapter 384, Code of Iowa require a public hearing on the amendment to the City's annual budget for the current fiscal year ending June 30, 2019, and

WHEREAS, those residents and taxpayers of the City interested in the amendment to the City's annual budget for the current fiscal year ending June 30, 2019, have been given an opportunity to present to the City Council objections to any part of the amendment budget and arguments in favor of any part of the amendment budget at this public meeting.

NOW THEREFORE, BE IT RESOLVED that upon due consideration of all view and comments presented by City residents and taxpayers, the public hearing on the amendment to the City of West Des Moines annual budget for the current fiscal year ending June 30, 2019 is hereby closed..

PASSED AND APPROVED this 20th day of August, 2018.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, CMC
City Clerk

77-727

CITY BUDGET AMENDMENT AND CERTIFICATION RESOLUTION - FY 2019 - AMENDMENT #1

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

The City Council of West Des Moines in said County/Countries met on 8/20/2018 at the place and hour set in the notice, a copy of which accompanies this certificate and is certified as to publication. Upon taking up the proposed amendment, it was considered and taxpayers were heard for and against the amendment.

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

RESOLUTION No. _____

A RESOLUTION AMENDING THE CURRENT BUDGET FOR THE FISCAL YEAR ENDING JUNE 30 2019
(AS AMENDED LAST ON N/A.)

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

Section 1. Following notice published 8/10/2018

and the public hearing held, 8/20/2018 the current budget (as previously amended) is amended as set out herein and in the detail by fund type and activity that supports this resolution which was considered at that hearing:

	Total Budget as certified or last amended	Current Amendment	Total Budget after Current Amendment
Revenues & Other Financing Sources			
Taxes Levied on Property	1 57,066,411	0	57,066,411
Less: Uncollected Property Taxes-Levy Year	2 0	0	0
Net Current Property Taxes	3 57,066,411	0	57,066,411
Delinquent Property Taxes	4 0	0	0
TIF Revenues	5 17,822,026	0	17,822,026
Other City Taxes	6 7,201,884	0	7,201,884
Licenses & Permits	7 1,700,800	0	1,700,800
Use of Money and Property	8 906,450	0	906,450
Intergovernmental	9 19,376,813	0	19,376,813
Charges for Services	10 21,265,470	113,606	21,379,076
Special Assessments	11 100,000	0	100,000
Miscellaneous	12 12,866,800	65,000	12,931,800
Other Financing Sources	13 22,305,000	0	22,305,000
Transfers In	14 70,894,716	3,206,878	74,101,594
Total Revenues and Other Sources	15 231,506,370	3,385,484	234,891,854
Expenditures & Other Financing Uses			
Public Safety	16 34,395,188	-4,867,487	29,527,701
Public Works	17 10,914,333	19,070	10,933,403
Health and Social Services	18 1,319,541	19,440	1,338,981
Culture and Recreation	19 9,931,866	274,100	10,205,966
Community and Economic Development	20 8,211,601	1,665,712	9,877,313
General Government	21 9,948,337	1,743,267	11,691,604
Debt Service	22 24,671,669	1,244,215	25,915,884
Capital Projects	23 35,964,250	31,848,117	67,812,367
Total Government Activities Expenditures	24 135,356,785	31,946,434	167,303,219
Business Type / Enterprises	25 36,581,532	15,279,944	51,861,476
Total Gov Activities & Business Expenditures	26 171,938,317	47,226,378	219,164,695
Transfers Out	27 70,894,716	3,206,878	74,101,594
Total Expenditures/Transfers Out	28 242,833,033	50,433,256	293,266,289
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out Fiscal Year	29 -11,326,663	-47,047,772	-58,374,435
Beginning Fund Balance July 1	30 195,233,313	0	195,233,313
Ending Fund Balance June 30	31 183,906,650	-47,047,772	136,858,878

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

Signature
City Clerk/Finance Officer

Signature
Mayor

NOTICE OF PUBLIC HEARING
AMENDMENT OF FY2018-2019 CITY BUDGET

The City Council of West Des Moines in POLK, DALLAS, WARREN, & MADISON County, Iowa
will meet at Council Chambers of West Des Moines City Hall
at 5:30 PM on 8/20/2018
(hour) (Date)

,for the purpose of amending the current budget of the city for the fiscal year ending June 30, 2019
(year)
by changing estimates of revenue and expenditure appropriations in the following functions for the reasons given.
Additional detail is available at the city clerk's office showing revenues and expenditures by fund type and by activity.

		Total Budget as certified or last amended	Current Amendment	Total Budget after Current Amendment
Revenues & Other Financing Sources				
Taxes Levied on Property	1	57,066,411		57,066,411
Less: Uncollected Property Taxes-Levy Year	2	0		0
Net Current Property Taxes	3	57,066,411	0	57,066,411
Delinquent Property Taxes	4	0		0
TIF Revenues	5	17,822,026		17,822,026
Other City Taxes	6	7,201,884		7,201,884
Licenses & Permits	7	1,700,800		1,700,800
Use of Money and Property	8	906,450		906,450
Intergovernmental	9	19,376,813	0	19,376,813
Charges for Services	10	21,265,470	113,606	21,379,076
Special Assessments	11	100,000		100,000
Miscellaneous	12	12,866,800	65,000	12,931,800
Other Financing Sources	13	22,305,000		22,305,000
Transfers In	14	70,894,716	3,206,878	74,101,594
Total Revenues and Other Sources	15	231,506,370	3,385,484	234,891,854
Expenditures & Other Financing Uses				
Public Safety	16	34,395,188	-4,867,487	29,527,701
Public Works	17	10,914,333	19,070	10,933,403
Health and Social Services	18	1,319,541	19,440	1,338,981
Culture and Recreation	19	9,931,866	274,100	10,205,966
Community and Economic Development	20	8,211,601	1,665,712	9,877,313
General Government	21	9,948,337	1,743,267	11,691,604
Debt Service	22	24,671,669	1,244,215	25,915,884
Capital Projects	23	35,964,250	31,848,117	67,812,367
Total Government Activities Expenditures	24	135,356,785	31,946,434	167,303,219
Business Type / Enterprises	25	36,581,532	15,279,944	51,861,476
Total Gov Activities & Business Expenditures	26	171,938,317	47,226,378	219,164,695
Transfers Out	27	70,894,716	3,206,878	74,101,594
Total Expenditures/Transfers Out	28	242,833,033	50,433,256	293,266,289
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out Fiscal Year	29	-11,326,663	-47,047,772	-58,374,435
Beginning Fund Balance July 1	30	195,233,313		195,233,313
Ending Fund Balance June 30	31	183,906,650	-47,047,772	136,858,878

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

Miscellaneous revenue and expenditures revised from the adopted budget to changes in estimates, additional capital improvements projects, and projects carried over from the previous fiscal year.

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

Tim Stiles
City Clerk/ Finance Officer Name

Fund Summary

Fund Type	Revenues Inc. (Dec)	Expenditures Inc. (Dec)	Transfers In	Transfers (Out)	Net Inc. (Dec)
General	\$ (2,067,174)	\$ (981,141)	\$ (1,578,356)	\$ (36,000)	\$ (2,628,389)
Special Revenue	\$ (1,601,257)	\$ (164,757)	\$ -	\$ 3,025,478	\$ (4,461,978)
Debt Service	\$ -	\$ 1,244,215	\$ 1,242,878	\$ -	\$ (1,337)
Capital Projects	\$ 10,000	\$ 31,848,117	\$ 2,000,000	\$ -	\$ (29,838,117)
Business Type / Enterprise	\$ 3,837,037	\$ 15,279,944	\$ 1,542,356	\$ 217,400	\$ (10,117,951)
	\$ 178,606	\$ 47,226,378	\$ 3,206,878	\$ 3,206,878	\$ (47,047,772)

Revenue Detail

Account Number						Current Budget	Change Inc. (Dec)	Amended Budget
Fund	Dept.	Div.	Acct	Sub Acct	Description			
General Fund								
<i>Intergovernmental</i>								
120	120	700	4380	453	Joint Dispatch-Clive	\$ 419,195	\$ (419,195)	
120	120	700	4380	454	Joint Dispatch-Norwalk	\$ 252,924	\$ (252,924)	
120	120	700	4380	455	Joint Dispatch-Urbandale	\$ 1,027,991	\$ (1,027,991)	
120	120	700	4380	456	Joint Dispatch-Waukee	\$ 460,670	\$ (460,670)	
120	120	700	4380	470	Radio Reimbursement-Schools	\$ 20,000	\$ (20,000)	
<i>Sub-total Intergovernmental</i>							\$ (2,180,780)	
<i>Charges for Service</i>								
100	500	180	4440	580	Building Inspections	\$ 125,000	\$ 113,606	\$ 238,606
<i>Sub-total Charges for Service</i>							\$ 113,606	
General Fund Total							\$ (2,067,174)	
Special Revenue Fund								
<i>Intergovernmental</i>								
410	120	132	4380	465	Local Agreements Miscellaneous	\$ 704,053	\$ (704,053)	\$ -
410	120	132	4380	473	Local Agreements E911 Surcharge	\$ 952,204	\$ (952,204)	\$ -
<i>Sub-total Intergovernmental</i>							\$ (1,656,257)	
<i>Miscellaneous</i>								
437	400	470	4600	705	Private Contribution-Grant program	\$ -	\$ 50,000	\$ 50,000
438	400	449	4600	700	Sponsorships	\$ -	\$ 5,000	\$ 5,000
<i>Sub-total Miscellaneous</i>							\$ 55,000	
Special Revenue Fund							\$ (1,601,257)	
Capital Projects								
<i>2018 Sidewalk Program</i>								
0200 001 2018.Funding								
500	000	000	4600	706	Private Contributions	\$ -	\$ 10,000	\$ 10,000
<i>Sub-total 2018 Sidewalk Program</i>							\$ 10,000	
Capital Projects Funds Total							\$ 10,000	
Business Type								
<i>Intergovernmental</i>								
695	120	700	4380	453	Joint Dispatch-Clive	\$ -	\$ 419,195	\$ 419,195
695	120	700	4380	454	Joint Dispatch-Norwalk	\$ -	\$ 252,924	\$ 252,924
695	120	700	4380	455	Joint Dispatch-Urbandale	\$ -	\$ 1,027,991	\$ 1,027,991
695	120	700	4380	456	Joint Dispatch-Waukee	\$ -	\$ 460,670	\$ 460,670
695	120	700	4380	470	Radio Reimbursement	\$ -	\$ 20,000	\$ 20,000
696	120	132	4380	465	Local Agreements Miscellaneous	\$ -	\$ 704,053	\$ 704,053
696	120	132	4380	473	Local Agreements E911 Surcharge	\$ -	\$ 952,204	\$ 952,204
<i>Sub-total Intergovernmental</i>							\$ 3,837,037	
Business Type Funds Total							\$ 3,837,037	
Revenue Total							\$ 178,606	

Expenditure Summary

Program	Change Inc. (Dec)
Public Safety	
Operating	
Fire Suppression	\$ 28,365
Westside Station	\$ 13,000
Building Inspection	\$ 125,321
EMS	\$ 127,820
Westcom	\$ (3,723,136)
Operating Total	\$ (3,428,630)
Special Revenue	
E911	\$ (1,438,857)
Special Revenue Total	\$ (1,438,857)
Public Safety Total	\$ (4,867,487)
Public Works	
Operating	
Public Services - Street Maintenance	\$ 485
Public Services - Building & Facilities	\$ 485
Public Services- Fleet	\$ 6,000
Engineering Services-Development	\$ 12,100
Operating Total	\$ 19,070
Public Works Total	\$ 19,070
Health & Social Services	
Operating	
Human Services- - Handyman	\$ 4,100
Human Services- Administration	\$ 15,340
Operating Total	\$ 19,440
Health & Social Services Total	\$ 19,440
Culture & Recreation	
Special Revenue	
Public Art	\$ 273,100
Raccoon River Park Adult Softball Trust	\$ 1,000
Special Revenue Total	\$ 274,100
Culture & Recreation Total	\$ 274,100
Community & Economic Development	
Development Services	\$ 79,900
Community & Economic Development	\$ 621,812
Sister Cities Commission	\$ (36,000)
Operating Total	\$ 665,712
Special Revenue	
Woodland Hills LMI	\$ 1,000,000
Special Revenue Total	\$ 1,000,000
Community & Economic Development Total	\$ 1,665,712

Expenditure Summary

Program	Change Inc. (Dec)
General Government	
Operating	
City Manager's Office	\$ 22,000
City Hall	\$ 1,262,900
Legal	\$ 6,150
Finance	\$ 7,000
Information Technology Services	\$ 204,896
Human Resources	\$ 240,321
Operating Total	\$ 1,743,267
General Government Total	\$ 1,743,267
Debt Service	\$ 1,244,215
Capital Projects	\$ 31,848,117
Total Government Activities Expenditures	\$ 31,946,434
Business Type / Enterprise	\$ 15,279,944
Total Government Activities & Business Expenditures	\$ 47,226,378

Transfers

Account Number						Current Budget	Change Inc. (Dec)	Amended Budget
Fund	Dept.	Div.	Acct	Sub Acct	Description			
Transfers In								
General Fund								
100	000	099	4900	900	Transfer In	\$ 6,806,279	\$ (36,000)	\$ 6,770,279
120	000	099	4900	920	Transfer In	\$ 1,542,356	\$ (1,542,356)	
Total General Fund Transfers In							\$ (1,578,356)	
Debt Service								
200	000	099	4900	900	Transfer In		\$ 1,242,878	\$ 1,242,878
Total General Fund Transfers In							\$ 1,242,878	
Capital Projects								
500	000	099	4900	900	Transfer In		\$ 2,000,000	\$ 2,000,000
Total Capital Projects Transfers In							\$ 2,000,000	
Business Type								
695	000	099	4900	920	Transfer In	\$ -	\$ 1,542,356	\$ 1,542,356
Total Special Revenue Fund Transfers Out							\$ 1,542,356	
Total Transfers In							\$ 3,206,878	
Transfers Out								
General Fund								
160	000	099	5900	900	Transfers Out	\$ 1,230,500	\$ (36,000)	\$ 1,194,500
Total Special Revenue Fund Transfers Out							\$ (36,000)	
Special Revenue								
341	000	099	5900	900	Transfer Out		\$ 2,000,000	
355	000	099	5900	900	Transfer Out		\$ 485,116	
356	000	099	5900	900	Transfer Out		\$ 215,574	
360	000	099	5900	900	Transfer Out		\$ 542,188	
410	000	099	5900	900	Transfer Out	\$ 217,400	\$ (217,400)	\$ -
Total Special Revenue Fund Transfers Out							\$ 3,025,478	
Business Type								
696	000	099	5900	900	Transfer Out	\$ -	\$ 217,400	\$ 217,400
Total Special Revenue Fund Transfers Out							\$ 217,400	
Total Transfers Out							\$ 3,206,878	
Net Transfers In/Out							\$ -	

Expenditure Detail - Public Safety

Account Number						Current Budget	Change Inc. (Dec)	Amended Budget
Fund	Dept.	Div.	Acct	Sub Acct	Description			
Public Safety								
Operating								
<u>Fire Suppression</u>								
100	150	155	5200	210	Staff Development	\$	2,735	\$ 2,735
100	150	155	5230	507	Uniforms	\$	24,600	\$ 24,600
100	150	155	5400	713	Miscellaneous Equipment	\$	1,030	\$ 1,030
<u>Sub-total Station #18</u>							\$ 28,365	
<u>Westside Station</u>								
100	150	155	5230	507	Uniforms	\$	13,000	\$ 13,000
<u>Sub-total Westside Station</u>							\$ 13,000	
<u>Building Inspection</u>								
100	500	180	5100		Full-Time	\$	738,000	\$ 791,000
100	500	180	5150	550	Health Insurance	\$	153,800	\$ 172,750
100	500	180	5150	552	FSA Contribution	\$	600	\$ 800
100	500	180	5150	560	Dental Insurance	\$	3,260	\$ 3,687
100	500	180	5150	570	Life Insurance	\$	2,100	\$ 2,252
100	500	180	5150	580	Vision Insurance	\$	935	\$ 1,425
100	500	180	5160	610	FICA	\$	57,375	\$ 62,108
100	500	180	5160	620	IPERs	\$	70,800	\$ 74,854
100	500	180	5130	300	Overtime	\$	2,000	\$ 12,000
100	500	180	5160	610	FICA	\$	57,375	\$ 58,140
100	500	180	5160	620	IPERs	\$	70,800	\$ 71,750
100	500	180	5500	774	Pickup	\$	-	\$ 28,000
100	500	180	5200	210	Training - In State	\$	6,525	\$ 500
100	500	180	5230	507	Uniforms	\$	2,000	\$ 500
100	500	180	5400	700	Computer Hardware	\$	-	\$ 1,500
100	500	180	5400	713	Misc. Equipment	\$	-	\$ 1,000
100	500	180	5230	500	Office Supplies	\$	-	\$ 100
<u>Sub-total Building Inspection</u>							\$ 125,321	
<u>EMS</u>								
130	130	133	5100		Full-Time	\$	1,975,600	\$ 2,175,000
130	130	133	5120		Part-Time	\$	429,500	\$ 289,500
130	130	133	5150	550	Insurance-Health	\$	353,100	\$ 406,300
130	130	133	5150	552	Insurance-FSA	\$	6,100	\$ 7,400
130	130	133	5150	560	Insurance-Dental	\$	11,805	\$ 13,570
130	130	133	5150	570	Insurance-Life	\$	2,870	\$ 2,870
130	130	133	5150	580	Insurance-Vision	\$	4,715	\$ 6,220
130	130	133	5160	610	FICA	\$	201,420	\$ 205,970
130	130	133	5160	620	IPERS	\$	268,925	\$ 275,025
<u>Sub-total EMS</u>							\$ 127,820	
<u>Westcom</u>								
695	120	121	5100		Full Time	\$	1,600,000	\$ (1,600,000)
695	120	121	5120		Part-Time	\$	40,000	\$ (40,000)
695	120	121	5130	300	Over Time	\$	100,000	\$ (100,000)
695	120	121	5130	310	Double Time	\$	8,000	\$ (8,000)
695	120	121	5140	406	Cell Phone Allowance	\$	3,000	\$ (3,000)
695	120	121	5140	415	Shift Differential	\$	10,000	\$ (10,000)
695	120	121	5140	460	Command Pay	\$	6,000	\$ (6,000)

Expenditure Detail - Public Safety

Account Number					Description	Current Budget	Change Inc. (Dec)	Amended Budget
Fund	Dept.	Div.	Acct	Sub Acct				
Public Safety-Continued								
695	120	121	5140	470	Longevity Pay	\$ 9,084	\$ (9,084)	\$ -
695	120	121	5150	550	Health Insurance	\$ 332,200	\$ (332,200)	\$ -
695	120	121	5150	552	FSA Contribution	\$ 2,000	\$ (2,000)	\$ -
695	120	121	5150	560	Dental Insurance	\$ 9,775	\$ (9,775)	\$ -
695	120	121	5150	570	Life Insurance	\$ 2,600	\$ (2,600)	\$ -
695	120	121	5150	580	Vision Insurance	\$ 2,490	\$ (2,490)	\$ -
695	120	121	5160	610	FICA	\$ 135,900	\$ (135,900)	\$ -
695	120	121	5160	620	IPERS	\$ 167,700	\$ (167,700)	\$ -
695	120	121	5200	210	Training In State	\$ 23,900	\$ (23,900)	\$ -
695	120	121	5200	215	Training Out of State	\$ 22,000	\$ (22,000)	\$ -
695	120	121	5400	700	Equipment Computer Hardware	\$ 1,200	\$ (1,200)	\$ -
695	120	700	5100		Full-Time	\$ 347,900	\$ (347,900)	\$ -
695	120	700	5130	300	Over Time	\$ 500	\$ (500)	\$ -
695	120	700	5140	406	Cell Phone Allowance	\$ 3,405	\$ (3,405)	\$ -
695	120	700	5140	470	Longevity Pay	\$ 1,013	\$ (1,013)	\$ -
695	120	700	5150	550	Insurance-Health	\$ 57,350	\$ (57,350)	\$ -
695	120	700	5150	552	Insurance-FSA	\$ 600	\$ (600)	\$ -
695	120	700	5150	560	Insurance-Dental	\$ 1,651	\$ (1,651)	\$ -
695	120	700	5150	570	Insurance-Life	\$ 1,008	\$ (1,008)	\$ -
695	120	700	5150	580	Insurance-Vision	\$ 1,145	\$ (1,145)	\$ -
695	120	700	5160	610	FICA	\$ 27,835	\$ (27,835)	\$ -
695	120	700	5160	620	IPERS	\$ 33,695	\$ (33,695)	\$ -
695	120	700	5160	640	Deferred Compensation	\$ 2,665	\$ (2,665)	\$ -
695	120	700	5200	215	Training Out of State	\$ 1,500	\$ (1,500)	\$ -
695	120	700	5200	235	Tuition Reimbursement	\$ 3,500	\$ (3,500)	\$ -
695	120	700	5220	310	Maintenance Building	\$ 5,500	\$ (5,500)	\$ -
695	120	700	5220	320	Maintenance Vehicle	\$ 1,500	\$ (1,500)	\$ -
695	120	700	5220	329	Maintenance Radio	\$ 3,000	\$ (3,000)	\$ -
695	120	700	5220	330	Maintenance Equipment	\$ 300,000	\$ (300,000)	\$ -
695	120	700	5230	501	Paper	\$ 500	\$ (500)	\$ -
695	120	700	5230	502	Copier Use Fee	\$ 2,000	\$ (2,000)	\$ -
695	120	700	5230	503	Miscellaneous	\$ 10,000	\$ (10,000)	\$ -
695	120	700	5230	505	Mileage	\$ 250	\$ (250)	\$ -
695	120	700	5230	507	Uniforms	\$ 8,900	\$ (8,900)	\$ -
695	120	700	5230	570	Recruitment	\$ 1,000	\$ (1,000)	\$ -
695	120	700	5230	591	FCC License	\$ 10,000	\$ (10,000)	\$ -
695	120	700	5250	402	Admin Fee	\$ 260,000	\$ (260,000)	\$ -
695	120	700	5250	413	Printer Lease	\$ 1,920	\$ (1,920)	\$ -
695	120	700	5250	429	Insurance Premium	\$ 62,000	\$ (62,000)	\$ -
695	120	700	5250	431	Legal Fees	\$ 2,500	\$ (2,500)	\$ -
695	120	700	5250	447	Rent-Equipment	\$ 40,000	\$ (40,000)	\$ -
695	120	700	5300	610	Electricity	\$ 18,500	\$ (18,500)	\$ -
695	120	700	5300	620	Natural Gas	\$ 250	\$ (250)	\$ -
695	120	700	5300	630	Telephone	\$ 25,000	\$ (25,000)	\$ -
695	120	700	5350	670	Vehicle Replacement Charges	\$ 6,400	\$ (6,400)	\$ -
695	120	700	5400	713	Equipment Miscellaneous	\$ 1,800	\$ (1,800)	\$ -
695	120	700	5400	720	Furniture/Fixtures	\$ 2,500	\$ (2,500)	\$ -
Sub-total Westcom							\$(3,723,136)	
Operating Total							\$(3,428,630)	

Expenditure Detail - Public Safety

Account Number						Current Budget	Change Inc. (Dec)	Amended Budget
Fund	Dept.	Div.	Acct	Sub Acct	Description			
<i>Public Safety-Continued</i>								
Special Revenue								
<u>E911</u>								
410	120	070	5700		Debt Service	\$ 137,005	\$ (137,005)	\$ -
410	120	132	5200		Staff Development	\$ 21,257	\$ (21,257)	\$ -
410	120	132	5220		Maintenance	\$ 400,000	\$ (400,000)	\$ -
410	120	132	5230	500	Supplies Office	\$ 5,000	\$ (5,000)	\$ -
410	120	132	5230	574	Publicity/Advertising	\$ 5,000	\$ (5,000)	\$ -
410	120	132	5250		Contractual Services	\$ 291,095	\$ (291,095)	\$ -
410	120	132	5400	733	Public Safety Phones	\$ 50,000	\$ (50,000)	\$ -
410	120	132	5400		Equipment	\$ 500,000	\$ (500,000)	\$ -
410	120	132	5400	705	Equipment Computer Software	\$ 29,500	\$ (29,500)	\$ -
<i>Sub-total E911</i>							\$(1,438,857)	
Special Revenue Total							\$(1,438,857)	
Public Safety Total							\$(4,867,487)	

Expenditure Detail - Public Works

Account Number						Current Budget	Change Inc. (Dec)	Amended Budget
Fund	Dept.	Div.	Acct	Sub Acct	Description			
Public Works								
Operating								
<i>Public Services- Street Maintenance</i>								
100	200	225	5250	409	Cellular/Data Service	\$ -	\$ 485	\$ 485
<i>Sub-total Public Services-Street Maintenance</i>							\$ 485	
<i>Public Services- Buildings & Facilities</i>								
100	200	235	5250	409	Cellular/Data Service		\$ 485	\$ 485
<i>Sub-total Public Services-Buildings & Facilities</i>							\$ 485	
<i>Public Services- Fleet</i>								
100	200	240	5250	405	Contractual Service-Auction Expense	\$ -	\$ 6,000	\$ 6,000
<i>Sub-total Public Services-Fleet</i>							\$ 6,000	
<i>Engineering Services-Development</i>								
100	250	296	5250	483	Contractual Services-Benchmarks	\$ 10,500	\$ 12,100	\$ 22,600
<i>Sub-total Engineering Development</i>							\$ 12,100	
Operating Total							\$ 19,070	
Public Works Total							\$ 19,070	

Expenditure Detail - Health Social Services

Account Number						Current Budget	Change Inc. (Dec)	Amended Budget
Fund	Dept.	Div.	Acct	Sub Acct	Description			
Health & Social Services								
<i>Human Services Handyman</i>								
100	300	700	5120		Full Time	\$ 42,000	\$ 3,500	\$ 45,500
100	300	700	5160	610	FICA	\$ 3,215	\$ 270	\$ 3,485
100	300	700	5160	620	IPERS	\$ 3,965	\$ 330	\$ 4,295
<i>Sub-total Human Services-Handyman</i>							\$ 4,100	
<i>Human Services Administration</i>								
100	300	700	5120		Full Time	\$ 222,100	\$ 13,100	\$ 235,200
100	300	700	5160	610	FICA	\$ 17,600	\$ 1,000	\$ 18,600
100	300	700	5160	620	IPERS	\$ 21,710	\$ 1,240	\$ 22,950
<i>Sub-total Human Services-Administration</i>							\$ 15,340	
Operating Total							\$ 19,440	
Health & Social Services							\$ 19,440	

Expenditure Detail - Culture Recreation

Account Number						Current Budget	Change Inc. (Dec)	Amended Budget
Fund	Dept.	Div.	Acct	Sub Acct	Description			
Culture & Recreation								
Special Revenue								
<i>Public Art</i>								
437	400	470	5230	515	Supplies/Programs	\$ 35,000	\$ 40,000	\$ 75,000
437	400	470	5400	750	Equipment Miscellaneous \$5,000	\$ 110,000	\$ 233,100	\$ 343,100
<i>Sub-total Library Friends Trust</i>							\$ 273,100	
<i>RRP Adult Softball Trust</i>								
438	400	449	5250	475	Contractual-Sponsorship	\$ -	\$ 1,000	\$ 1,000
<i>Sub-total Library Friends Trust</i>							\$ 1,000	
Special Revenue Total							\$ 274,100	
Culture & Recreation Total							\$ 274,100	

Expenditure Detail - Community and Economic Development

Account Number					Description	Current Budget	Change Inc. (Dec)	Amended Budget	
Fund	Dept.	Div.	Acct	Sub Acct					
Community and Economic Development									
Operating									
<i>Development Services</i>									
100	500	700	5250	460	Contractual Services-Miscellaneous	\$ -	\$ 79,900	\$ 79,900	
<i>Sub-total Community & Economic Development</i>							\$ 79,900		
<i>Community & Economic Development</i>									
100	550	700	5250	487	Property Improvement Fund	\$ -	\$ 265,754	\$ 265,754	
100	550	700	5250	488	Regulatory Compliance Fund	\$ -	\$ 356,058	\$ 356,058	
<i>Sub-total Community & Economic Development</i>							\$ 621,812		
<i>Sister Cities Commission</i>									
100	600	595	5250	460	Contractual Services	\$ 36,000	\$ (36,000)	\$ -	
<i>Sub-total Sister Cities Commission</i>							\$ (36,000)		
Operating Total								\$ 665,712	
Special Revenue									
<i>Woodland Hills LMI</i>									
353	000	000	5250	460	Contractual Services	\$ -	\$ 1,000,000	\$ 1,000,000	
<i>Sub-total E911</i>							\$ 1,000,000		
Special Revenue Total								\$ 1,000,000	
Community & Economic Development Total								\$ 1,665,712	

Expenditure Detail-General Government

Account Number						Current Budget	Change Inc. (Dec)	Amended Budget
Fund	Dept.	Div.	Acct	Sub Acct	Description			
General Government								
Operating								
<u>City Manager's Office</u>								
100	600	610	5100		Full-Time	\$ 572,000	\$ 16,000	\$ 588,000
100	600	610	5150	550	Health Insurance	\$ 52,205	\$ 6,000	\$ 58,205
Sub-total City Managers' Office							\$ 22,000	
<u>City Hall</u>								
100	600	630	5250	489	Building Security	\$ -	\$ 62,400	\$ 62,400
100	600	630	5550	750	Capital Outlay-Miscellaneous	\$ -	\$ 1,200,500	\$ 1,200,500
Sub-total City Hall							\$ 1,262,900	
<u>Legal</u>								
100	640	640	5150	580	Health Insurance	\$ 48,650	\$ 6,150	\$ 54,800
Sub-total Legal							\$ 6,150	
<u>Finance</u>								
100	610	700	5125	250	Contract Help	\$ 5,000	\$ 7,000	\$ 12,000
Sub-total Finance							\$ 7,000	
<u>Information Technology Services-Administration</u>								
100	650	700	5250	460	Contractual Services Misc.	\$ -	\$ 200,000	\$ 200,000
100	650	700	5250	460	Contractual Services Misc.	\$ -	\$ 3,236	\$ 3,236
100	650	700	5250	411	Computer Software Maint Agreements	\$ -	\$ 820	\$ 820
100	650	655	5250	411	Computer Software Maint Agreements	\$ 385,851	\$ 840	\$ 386,691
Sub-total Information Technology Services-Admin							\$ 204,896	
<u>Human Resources</u>								
100	670	670	5250	460	Contractual Services-Miscellaneous	\$ 37,000	\$ 64,321	\$ 101,321
100	670	670	5400	705	Equipment Computer Software	\$ 325,000	\$ 176,000	\$ 501,000
Sub-total Human Resources							\$ 240,321	
Operating Total							\$ 1,743,267	
General Government Total							\$ 1,743,267	

Expenditure Detail - Debt Service

Account Number						Current Budget	Change Inc. (Dec)	Amended Budget
Fund	Dept.	Div.	Acct	Sub Acct	Description			
Debt Service								
<i>Debt Service</i>								
200	000	070	5700	800	Debt Service Principal	\$ 17,380,000	\$ 2,100,000	\$ 19,480,000
200	000	070	5700	850	Debt Service Interest	\$ 6,980,024	\$ (855,785)	\$ 6,124,239
Sub-total Debt Service							\$ 1,244,215	
Debt Service Total							\$ 1,244,215	

Capital Projects

Account Number						Current Budget	Change Inc. (Dec)	Amended Budget
Fund	Dept.	Div.	Type	Sub Acct	Description			
Capital Projects Funds								
Weather Alert Siren								
500	000	000	5400	750	Equipment	\$ -	\$ 31,365	\$ 31,365
Sub-total Weather Alert Siren							\$ 31,365	
Florer Park Shelter								
500	000	000	5250	490	Construction	\$ -	\$ 113,500	\$ 113,500
Sub-total Florer Park Shelter							\$ 113,500	
Hidden Point Park								
500	000	000	5250	490	Construction	\$ -	\$ 309,685	\$ 309,685
Sub-total Hidden Point Park							\$ 309,685	
Jordan Creek Greenway Water Quality								
500	000	000	5250	490	Construction	\$ -	\$ 94,725	\$ 94,725
Sub Total Jordan Creek Greenway Water Quality							\$ 94,725	
Pinedale Park								
500	000	000	5250	490	Construction	\$ -	\$ 332,000	\$ 332,000
Sub-total Pinedale Park							\$ 332,000	
RRP Canoe/Kayak Lockers								
500	000	000	5250	490	Construction	\$ -	\$ 70,000	\$ 70,000
Sub-total RRP Canoe/Kayak Lockers							\$ 70,000	
Whisper Point Park								
500	000	000	5250	490	Construction	\$ -	\$ 152,465	\$ 152,465
Sub-total Whisper Point Park							\$ 152,465	
Woodland Hills Greenway Trail								
500	000	000	5250	490	Construction	\$ -	\$ 298,098	\$ 298,098
Sub-total Woodland Hills Greenway Trail							\$ 298,098	
Valley View Aquatic Center Play Structure								
500	000	000	5250	490	Construction	\$ -	\$ 270,000	\$ 270,000
Sub-total Valley View Aquatic Center Play Structure							\$ 270,000	
Greenway Finding Signage								
500	000	000	5250	490	Construction	\$ -	\$ 15,000	\$ 15,000
Sub-total Greenway Finding Signage							\$ 15,000	
Park Signage Upgrade								
500	000	000	5250	490	Construction	\$ -	\$ 50,200	\$ 50,200
Sub-total Park Signage Upgrade							\$ 50,200	
Valley View Park-Shelter/Restrooms								
500	000	000	5250	490	Construction	\$ -	\$ 647,321	\$ 647,321
Sub-total Valley View Park-Shelter/Restrooms							\$ 647,321	
Valley View Park-Lighted Sand Volleyball Courts								
500	000	000	5250	490	Construction	\$ -	\$ 138,000	\$ 138,000
Sub-total Valley View Park-Lighted Sand Volleyball Courts							\$ 138,000	
Bike Racks								
500	000	000	5400	750	Equipment	\$ 10,000	\$ 10,000	\$ 20,000
Sub-total Bike Racks							\$ 10,000	

Capital Projects

Account Number						Current Budget	Change Inc. (Dec)	Amended Budget
Fund	Dept.	Div.	Type	Sub Acct	Description			
Capital Projects Continued								
Trail Renovations								
500	000	000	5250	490	Construction	\$ 250,000	\$ 159,976	\$ 409,976
Sub-total Trail Renovations							\$ 159,976	
Court Renovations								
500	000	000	5250	490	Construction	\$ 125,000	\$ 220,000	\$ 345,000
Sub-total Court Renovations							\$ 220,000	
Pearson Park North Bridge Replacement								
500	000	000	5250	490	Construction		\$ 185,120	\$ 185,120
Sub-total Pearson Park North Bridge Replacement							\$ 185,120	
Grand Ave Trail-North of Fuller								
500	000	000	5250	490	Construction		\$ 488,810	\$ 488,810
Sub-total Grand Ave Trail-North of Fuller							\$ 488,810	
RRP Boat Dock Renovation								
500	000	000	5250	490	Construction		\$ 20,000	\$ 20,000
Sub-total RRP Boat Dock Renovation							\$ 20,000	
Human Services ITS Phase 2 Improvements								
500	000	000	5250	490	Construction		\$ 35,000	\$ 35,000
Sub-total Human Services Phase 2 Improvements							\$ 35,000	
South Grand Prairie Parkway SW Madison to RRD								
500	000	000	5250	490	Construction		\$ 2,874,266	\$ 2,874,266
Sub-total South Grand Prairie Parkway SW Madison to RRD							\$ 2,874,266	
Coachlight Drive-SJCP to S 81st St								
500	000	000	5250	490	Construction		\$ 305,529	\$ 305,529
Sub-total Coachlight Drive SJCP to S 81st St							\$ 305,529	
Mills Civic Parkway, S JCP to S 77th								
500	000	000	5250	490	Construction		\$ 1,876,184	\$ 1,876,184
Sub-total Mills Civic Parkway, S JCP to S 77th							\$ 1,876,184	
Veterans Parkway, SE Maffitt Lake Road to SE Adams								
500	000	000	5250	490	Construction		\$ 3,662,232	\$ 3,662,232
Sub-total Veterans Pkwy, SE Maffitt Lake Road to SE Adams							\$ 3,662,232	
2018 Street Reconstruction								
500	000	000	5250	490	Construction		\$ 309,771	\$ 309,771
Sub-total 2018 Street Reconstruction							\$ 309,771	
Veterans Parkway, SE Adams to SE 50th								
500	000	000	5250	490	Construction		\$ 4,859,000	\$ 4,859,000
Sub-total Veterans Pkwy, SE Adams to SE 50th							\$ 4,859,000	
Valley Junction Alley Improvements Phase 5								
500	000	000	5250	490	Construction		\$ 480,128	\$ 480,128
Sub-total Valley Junction Alley Improvements Phase 5							\$ 480,128	
2018 PCC Patching Program								
500	000	000	5250	490	Construction		\$ 829,143	\$ 829,143
Sub-total 2018 PCC Patching Program							\$ 829,143	
2018 HMA Resurfacing								
500	000	000	5250	490	Construction		\$ 1,801,234	\$ 1,801,234
Sub-total 2018 HMA Resurfacing							\$ 1,801,234	

Capital Projects

Account Number						Current Budget	Change Inc. (Dec)	Amended Budget
Fund	Dept.	Div.	Type	Sub Acct	Description			
Capital Projects Continued								
Intersection Improvements								
500	000	000	5250	490	Construction		\$ 220,485	\$ 220,485
Sub-total Intersection Improvements							\$ 220,485	
Ashworth Road Improvements-JCP to 81st St								
500	000	000	5250	490	Construction		\$ 1,358,289	\$ 1,358,289
Sub-total Ashworth Road Improvements -JCP to 81st St							\$ 1,358,289	
Ashworth Road Improvements Phase 2-81st to 88th								
500	000	000	5250	490	Construction		\$ 2,216,646	\$ 2,216,646
Sub-total Ashworth Road Improvements Phase 2 -81st to 88th							\$ 2,216,646	
2017 ADA Accessible Sidewalks								
500	000	000	5250	490	Construction		\$ 156,645	\$ 156,645
Sub-total 2017 ADA Accessible Sidewalks							\$ 156,645	
Grand Technology Gateway Bat Mist Net Study								
500	000	000	5250	495	Design		\$ 25,300	\$ 25,300
Sub-total Grand Technology Gateway Bat Mist Net Study							\$ 25,300	
0200 001 2018.Construction								
2018 Sidewalk Program								
500	000	000	5250	490	Construction		\$ 10,000	\$ 10,000
Sub-total Sidewalk Program							\$ 10,000	
0705 001.0510 052 2017.Construction								
City Hall Interior Renovation								
500	000	000	5250	490	Construction		\$ 4,912,000	\$ 4,912,000
Sub-total City Hall Interior Renovation							\$ 4,912,000	
0761 001.0510 057 2017.Cosntruction								
Nature Lodge Lakeview Lighting								
500	000	000	5250	490	Construction		\$ 10,000	\$ 10,000
Sub-total Nature Lodge Lakeview Lighting Room							\$ 10,000	
.Land								
Sports Complex								
500	000	000	5550	730	Land		\$ 2,300,000	\$ 2,300,000
Sub-total Sports Complex							\$ 2,300,000	
Capital Projects Funds Total							\$ 31,848,117	
Capital Projects Total							\$ 31,848,117	

Business Type/Enterprise

Account Number						Current Budget	Change Inc. (Dec)	Amended Budget
Fund	Dept.	Div.	Acct	Sub Acct	Description			
Capital Projects Funds- Business Type								
0510 026 2016								
South Area Lift Station Improvements								
640	000	000	5250	490	Construction	\$ -	\$ 203,500	\$ 203,500
640	000	000	5250	495	Design		\$ 30,000	
Sub-total South Area Lift Station							\$ 233,500	
Middle Creek Trunk Sewer Extension								
640	000	000	5250	490	Construction		\$ 1,739,365	\$ 1,739,365
Sub-total Middle Creek Trunk Sewer Extension							\$ 1,739,365	
2017 Sanitary Sewer Rehabilitation Program								
640	000	000	5250	490	Construction		\$ 157,320	\$ 157,320
Sub-total 2017 Sanitary Sewer Rehabilitation Program							\$ 157,320	
Sanitary Sewer Capital Projects Funds Total							\$ 2,130,185	
Booneville Road Bridge over Sugar Creek								
660	000	000	5250	490	Construction		\$ 1,684,345	\$ 1,684,345
Sub-total Booneville Road Bridget over Sugar Creek							\$ 1,684,345	
Walnut Creek Outfall & Pump Station								
660	000	000	5250	490	Construction		\$ 4,985,007	\$ 4,985,007
Sub-total Walnut Creek Outfall & Pump Station							\$ 4,985,007	
2017 Intake Repair Program								
660	000	000	5250	490	Construction		\$ 28,494	\$ 28,494
Sub-total 2017 Intake Repair Program							\$ 28,494	
RRD Culvert near S JCP								
660	000	000	5250	490	Construction		\$ 349,470	\$ 349,470
Sub-total RRD Culvert near S JCP							\$ 349,470	
0510 009 2013								
NE Basin Walnut Creek Outfall								
660	000	000	5250	490	Construction	\$ 1,550,000	\$ 800,000	\$ 2,350,000
Sub-total NE Basin Walnut Creek Outfall							\$ 800,000	
Stormwater Capital Projects Funds Total							\$ 7,847,316	
Total Enterprise Capital Projects Funds Total							\$ 9,977,501	
Vehicle Replacement Fund								
700	150	155	5400	771	Vehicle Fire Truck	\$ -	\$ 32,800	\$ 32,800
700	200	225	5450	781	Plow Truck	\$ 670,000	\$ 77,650	\$ 747,650
Sub-total Vehicle Replacement Fund							\$ 110,450	
Westcom								
695	120	121	5100		Full Time	\$ -	\$ 1,600,000	\$ 1,600,000
695	120	121	5120		Part-Time	\$ -	\$ 40,000	\$ 40,000
695	120	121	5130	300	Over Time	\$ -	\$ 100,000	\$ 100,000
695	120	121	5130	310	Double Time	\$ -	\$ 8,000	\$ 8,000
695	120	121	5140	406	Cell Phone Allowance	\$ -	\$ 3,000	\$ 3,000
695	120	121	5140	415	Shift Differential	\$ -	\$ 10,000	\$ 10,000
695	120	121	5140	460	Command Pay	\$ -	\$ 6,000	\$ 6,000
695	120	121	5140	470	Longevity Pay	\$ -	\$ 9,084	\$ 9,084
695	120	121	5150	550	Health Insurance	\$ -	\$ 332,200	\$ 332,200
695	120	121	5150	552	FSA Contribution	\$ -	\$ 2,000	\$ 2,000
695	120	121	5150	560	Dental Insurance	\$ -	\$ 9,775	\$ 9,775

Business Type/Enterprise

Account Number						Current Budget	Change Inc. (Dec)	Amended Budget
Fund	Dept.	Div.	Acct	Sub Acct	Description			
Business Type -Continued								
Westcom								
695	120	121	5150	570	Life Insurance	\$ -	\$ 2,600	\$ 2,600
695	120	121	5150	580	Vision Insurance	\$ -	\$ 2,490	\$ 2,490
695	120	121	5160	610	FICA	\$ -	\$ 135,900	\$ 135,900
695	120	121	5160	620	IPERS	\$ -	\$ 167,700	\$ 167,700
695	120	121	5200	210	Training In State	\$ -	\$ 23,900	\$ 23,900
695	120	121	5200	215	Training Out of State	\$ -	\$ 22,000	\$ 22,000
695	120	121	5400	700	Equipment Computer Hardware	\$ -	\$ 1,200	\$ 1,200
695	120	700	5100		Full-Time	\$ -	\$ 347,900	\$ 347,900
695	120	700	5130	300	Over Time	\$ -	\$ 500	\$ 500
695	120	700	5140	406	Cell Phone Allowance	\$ -	\$ 3,405	\$ 3,405
695	120	700	5140	470	Longevity Pay	\$ -	\$ 1,013	\$ 1,013
695	120	700	5150	550	Insurance-Health	\$ -	\$ 57,350	\$ 57,350
695	120	700	5150	552	Insurance-FSA	\$ -	\$ 600	\$ 600
695	120	700	5150	560	Insurance-Dental	\$ -	\$ 1,651	\$ 1,651
695	120	700	5150	570	Insurance-Life	\$ -	\$ 1,008	\$ 1,008
695	120	700	5150	580	Insurance-Vision	\$ -	\$ 1,145	\$ 1,145
695	120	700	5160	610	FICA	\$ -	\$ 27,835	\$ 27,835
695	120	700	5160	620	IPERS	\$ -	\$ 33,695	\$ 33,695
695	120	700	5160	640	Deferred Compensation	\$ -	\$ 2,665	\$ 2,665
695	120	700	5200	215	Training Out of State	\$ -	\$ 1,500	\$ 1,500
695	120	700	5200	235	Tuition Reimbursement	\$ -	\$ 3,500	\$ 3,500
695	120	700	5220	310	Maintenance Building	\$ -	\$ 5,500	\$ 5,500
695	120	700	5220	320	Maintenance Vehicle	\$ -	\$ 1,500	\$ 1,500
695	120	700	5220	329	Maintenance Radio	\$ -	\$ 3,000	\$ 3,000
695	120	700	5220	330	Maintenance Equipment	\$ -	\$ 300,000	\$ 300,000
695	120	700	5230	501	Paper	\$ -	\$ 500	\$ 500
695	120	700	5230	502	Copier Use Fee	\$ -	\$ 2,000	\$ 2,000
695	120	700	5230	503	Miscellaneous	\$ -	\$ 10,000	\$ 10,000
695	120	700	5230	505	Mileage	\$ -	\$ 250	\$ 250
695	120	700	5230	507	Uniforms	\$ -	\$ 8,900	\$ 8,900
695	120	700	5230	570	Recruitment	\$ -	\$ 1,000	\$ 1,000
695	120	700	5230	591	FCC License	\$ -	\$ 10,000	\$ 10,000
695	120	700	5250	402	Admin Fee	\$ -	\$ 260,000	\$ 260,000
695	120	700	5250	413	Printer Lease	\$ -	\$ 1,920	\$ 1,920
695	120	700	5250	429	Insurance Premium	\$ -	\$ 62,000	\$ 62,000
695	120	700	5250	431	Legal Fees	\$ -	\$ 2,500	\$ 2,500
695	120	700	5250	447	Rent-Equipment	\$ -	\$ 40,000	\$ 40,000
695	120	700	5300	610	Electricity	\$ -	\$ 18,500	\$ 18,500
695	120	700	5300	620	Natural Gas	\$ -	\$ 250	\$ 250
695	120	700	5300	630	Telephone	\$ -	\$ 25,000	\$ 25,000
695	120	700	5350	670	Vehicle Replacement Charges	\$ -	\$ 6,400	\$ 6,400
695	120	700	5400	713	Equipment Miscellaneous	\$ -	\$ 1,800	\$ 1,800
695	120	700	5400	720	Furniture/Fixtures	\$ -	\$ 2,500	\$ 2,500
695	120	700	5250	460	Contractual Services-Miscellaneous	\$ -	\$ 30,000	\$ 30,000
Sub-total Westcom							\$ 3,753,136	
E911 Fund								
696	120	070	5700		Debt Service	\$ -	\$ 137,005	\$ 137,005
696	120	132	5200		Staff Development	\$ -	\$ 21,257	\$ 21,257
696	120	132	5220		Maintenance	\$ -	\$ 400,000	\$ 400,000
696	120	132	5230	500	Supplies Office	\$ -	\$ 5,000	\$ 5,000
696	120	132	5230	574	Publicity/Advertising	\$ -	\$ 5,000	\$ 5,000
696	120	132	5250		Contractual Services	\$ -	\$ 291,095	\$ 291,095
696	120	132	5300	630	Telephone	\$ -	\$ 50,000	\$ 50,000
696	120	132	5400		Equipment	\$ -	\$ 500,000	\$ 500,000
696	120	132	5400	705	Equipment Computer Software	\$ -	\$ 29,500	\$ 29,500
Sub-total Stormwater Fund							\$ 1,438,857	
Business Type Total							\$ 15,279,944	

CITY OF WEST DES MOINES CITY COUNCIL MEETING COMMUNICATION

ITEM: Public Hearing to Enter Into a General Obligation Urban Renewal Loan Agreement for the Issuance of Not to Exceed \$15,400,000 General Obligation Urban Renewal Bonds **DATE:** August 6, 2018

FINANCIAL IMPACT: Any and all underlying debt will be backed by Hotel/Motel Tax revenues, so these bond issuances will not affect the City's overall debt service levy, currently set at \$1.95/\$1,000 taxable valuation.

It is anticipated that the overall project will cost approximately \$29,400,000 with funding from a variety of sources as follows:

General Obligation Urban Renewal Bonds (anticipated proceeds)	\$14,400,000
Private Donations	10,000,000
City Utility Funds (Loan)	1,500,000
Grant Opportunities	1,500,000
Urban Renewal Funds	<u>2,000,000</u>
Total	\$29,400,000

The proposed bonds will be sold at the appropriate time – after funding is secure and the budget is formalized for the project. The bonds could be sold in one issuance or staggered with multiple sales, depending on the cash flow needs of the project.

BACKGROUND: The public hearing will consider the future sale of not to exceed \$15,400,000 of General Obligation Urban Renewal Bonds to partially defray the costs of constructing, furnishing, and equipping an ice and turf sports recreation campus planned within the Mills Parkway Urban Renewal Area. Per the Code of Iowa, the first step in the bonding process is to set a public hearing date.

Following the public hearing, the Council will be asked to adopt a resolution directing that the City's current and future budgets include the proper amount of revenue needed to meet the debt service requirements of these issuances. This approval will allow the City to institute proceedings needed to issue the bonds and also, although currently not necessary, possibly collect revenue through Urban Renewal Area tax revenues in amounts needed to repay the bonds.

OUTSTANDING ISSUES (if any): None.

RECOMMENDATION: Adoption of Resolution authorizing the issuance of not to exceed \$15,400,000 General Obligation Urban Renewal Bonds.

Lead Staff Member: Tim Stiles, Finance Director

STAFF REVIEWS

Department Director	
Appropriations/Finance	
Legal	
Agenda Acceptance	(Signature)

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Finance & Administration		
Date Reviewed	August 1, 2018		
Recommendation	(Yes)	No	Split

RESOLUTION NO. _____

Resolution taking additional action on proposal to enter into a General Obligation Urban Renewal Loan Agreement

WHEREAS, the City of West Des Moines (the “City”), in Dallas, Madison, Polk and Warren Counties, State of Iowa, heretofore proposed to enter into a loan agreement (the “Loan Agreement”) and to borrow money thereunder in a principal amount not to exceed \$15,400,000, pursuant to the provisions of Section 384.24A and Section 384.24(3)(q) of the Code of Iowa, for the purpose of paying the cost, to that extent, of undertaking an urban renewal project in the Mills Parkway Urban Renewal Area consisting of constructing, furnishing and equipping an ice and turf sports and recreation campus, including an arena, a fieldhouse, outdoor soccer fields, parking facilities and related improvements, and in lieu of calling an election upon such proposal, has published notice of the proposed action, including notice of the right to petition for an election, and has held a hearing thereon, and as of August 20, 2018, no petition had been filed with the City asking that the question of entering into the Loan Agreement be submitted to the registered voters of the City;

NOW, THEREFORE, Be It Resolved by the City Council of the City of West Des Moines, Iowa, as follows:

Section 1. The City Council hereby determines to enter into the Loan Agreement in the future and orders that general obligation bonds or notes be issued at such time, in evidence thereof. The City Council further declares that this resolution constitutes the “additional action” required by Section 384.24A of the Code of Iowa.

Section 2. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 3. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved August 20, 2018.

Mayor

Attest:

City Clerk

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

DATE: August 20, 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
Ashworth Road Reconstruction – I-80 Bridge to 98th Street

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.

A public informational meeting was held on Wednesday August 15, 2018 for this project.

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 *BJK*

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>RS</i>

PUBLICATION(S) (if applicable)

Published In	Des Moines Register
Dates(s) Published	August 10, 2018

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Services		
Date Reviewed	August 13, 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

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

WHEREAS, the City of West Des Moines has previously approved funding for the construction of the Ashworth Road Reconstruction – I-80 Bridge to 98th Street, Project Number 0510-074-2017 (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 August 10, 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 20th day of August, 2018.

Steven K. Gaer, Mayor

ATTEST:

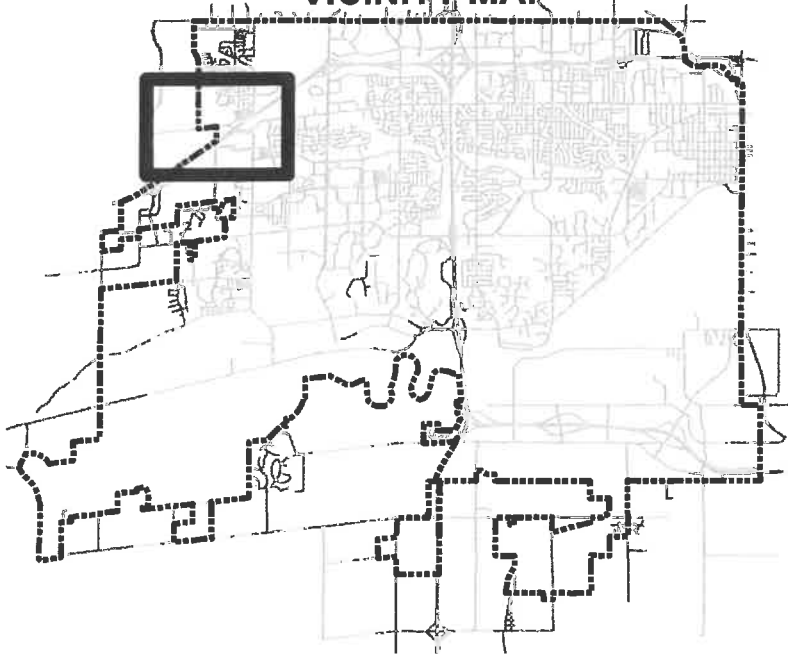
Ryan T. Jacobson, City Clerk

Agricultural Properties
Ashworth Road Reconstruction – I-80 Bridge 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

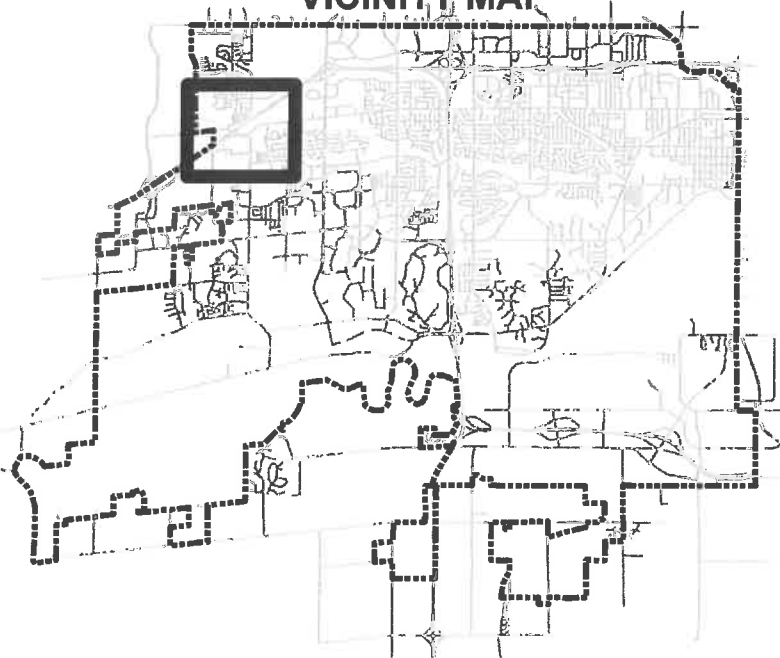
DATE: 7/19/2018

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: August 20, 2018

ITEM:

Public Hearing (5:35 p.m.)
Veterans Parkway – SE 50th Street to SW 60th Street

FINANCIAL IMPACT:

The Engineering Estimate of Construction Cost was estimated to be \$3,363,218.00 for Veterans Parkway – SE 50th Street to SW 60th Street. There were six (6) bids submitted with the low bid of \$2,643,040.81 being submitted by Concrete Technologies, Inc. of Grimes, Iowa. 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:

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 adopting Plans, Specifications, Form of Contract, and Estimate of Costs for Veterans Parkway – SE 50th Street to SW 60th Street;
- Motion receiving and filing Report of Bids;
- Resolution waiving bid irregularities and awarding the construction contract to Concrete Technologies, 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
Legal	Richard Scieszinski, City Attorney
Agenda Acceptance	

PUBLICATION(S) (if applicable)

Published In	Des Moines Register
Dates(s) Published	August 10, 2018

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Services		
Date Reviewed	August 13, 2018		
Recommendation	Yes	No	Split

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

WHEREAS, on July 23, 2018, Plans, Specifications, Form of Contract, and Estimate of Cost were filed with the City Clerk for the following described public improvement:

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

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 **20th** day of **August, 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:

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

and,

WHEREAS, bids have been received and opened by the City Clerk and placed on file by the City Council; and,

WHEREAS, irregularities were noted on one of the bids that was received; and,

WHEREAS, the irregularities noted were not substantive in nature; and,

WHEREAS, the bid of Concrete Technologies, Inc., in the amount of \$2,643,040.81 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, waives the irregularities in the bids that were received.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA, that a contract for the Veterans Parkway – SE 50th Street to SW 60th Street is hereby awarded to Concrete Technologies, Inc. in the amount of \$2,643,040.81 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 **20th** day of **August, 2018**.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk



BID TABULATION
 VETERANS PARKWAY PROJECT
 SE 50TH STREET TO SW 60TH STREET
 WEST DES MOINES, IOWA
 PROJECT NO. 0510-009-2017



H. R. GREEN, INC.
 5525 MERLE HAY RD., STE. 200
 JOHNSTON, IOWA 50131
 PH: 515-278-2913
 FAX: 515-278-1846

Engineer's Opinion of Probable Cost \$3,363,218.00

Bid Date: August 15, 2018 - 2:00 P.M.

HR Green Project No. 40160039

	Unit	Quantity	Concrete Technologies, Inc. 3809 109th Street, Suite D Urbandale, IA 50322		McAninch Corporation 4001 Delaware Avenue Des Moines, IA 50313		Elder Corporation 5088 E. University Des Moines, IA 50327		
			Unit Price	Total	Unit Price	Total	Unit Price	Total	
DIVISION 2 - EARTHWORK									
2.1	TOPSOIL STRIP SALVAGE AND RESPREAD	CY	23731	\$ 3.90	\$ 92,550.90	\$ 6.72	\$ 159,472.32	\$ 4.70	\$ 111,535.70
2.2	EXCAVATION, CLASS 10, ROADWAY AND BORROW	CY	32557	\$ 5.35	\$ 174,179.95	\$ 3.63	\$ 118,181.91	\$ 4.00	\$ 130,228.00
2.3	EXCAVATION, CLASS 10, WASTE	CY	8669	\$ 2.80	\$ 24,273.20	\$ 16.25	\$ 140,871.25	\$ 6.45	\$ 55,915.05
2.4	SUBGRADE TREATMENT	SY	26121	\$ 9.15	\$ 239,007.15	\$ 7.00	\$ 182,847.00	\$ 7.40	\$ 193,295.40
DIVISION 4 - SEWERS AND DRAINS									
4.1	STORM SEWER, TRENCHED 3000 D, RCP, 15 IN.	LF	312	\$ 50.25	\$ 15,678.00	\$ 66.00	\$ 20,592.00	\$ 53.00	\$ 16,536.00
4.2	STORM SEWER, TRENCHED 3000 D, RCP, 18 IN.	LF	104	\$ 54.25	\$ 5,642.00	\$ 72.00	\$ 7,488.00	\$ 57.00	\$ 5,928.00
4.3	STORM SEWER, TRENCHED 2000 D, RCP, 24 IN.	LF	405	\$ 61.25	\$ 24,806.25	\$ 80.00	\$ 32,400.00	\$ 65.00	\$ 26,325.00
4.4	STORM SEWER, TRENCHED 2000 D, RCP, 30 IN.	LF	577	\$ 72.50	\$ 41,832.50	\$ 121.00	\$ 69,817.00	\$ 93.50	\$ 53,949.50
4.5	STORM SWERE, TRENCHED 2000 D, RCP, 36 IN.	LF	265	\$ 85.50	\$ 22,657.50	\$ 123.00	\$ 32,595.00	\$ 111.50	\$ 29,547.50
4.6	PIPE CULVERT, TRENCHED, RCP, 2000 D, 24 IN.	LF	148	\$ 56.25	\$ 8,325.00	\$ 83.00	\$ 12,284.00	\$ 65.50	\$ 9,694.00
4.7	PIPE CULVERT, TRENCHED, RCP, 2000 D, 36 IN.	LF	86	\$ 80.50	\$ 6,923.00	\$ 119.00	\$ 10,234.00	\$ 107.50	\$ 9,245.00
4.8	PIPE APRON, RCP, 24 IN.	EA	4	\$ 1,205.00	\$ 4,820.00	\$ 981.00	\$ 3,924.00	\$ 1,000.00	\$ 4,000.00
4.9	PIPE APRON RCP, 36 IN.	EA	2	\$ 1,510.00	\$ 3,020.00	\$ 1,442.00	\$ 2,884.00	\$ 1,500.00	\$ 3,000.00
4.10	FOOTING FOR CONCRETE PIPE APRON RCP, 24 IN.	EA	4	\$ 880.00	\$ 3,520.00	\$ 247.00	\$ 988.00	\$ 320.00	\$ 1,280.00
4.11	FOOTING FOR CONCRETE PIPE APRON RCP, 36 IN.	EA	2	\$ 905.00	\$ 1,810.00	\$ 247.00	\$ 494.00	\$ 490.00	\$ 980.00
4.12	PIPE APRON GUARD	EA	6	\$ 805.00	\$ 4,830.00	\$ 1,040.00	\$ 6,240.00	\$ 980.00	\$ 5,880.00
4.13	SUBDRAIN LONGITUDINAL, PVC, 6 IN.	LF	8846	\$ 9.75	\$ 86,248.50	\$ 10.45	\$ 92,440.70	\$ 11.70	\$ 103,498.20
4.14	SUBDRAIN CLEANOUT, TYPE A-1, 6 IN.	EA	6	\$ 795.00	\$ 4,770.00	\$ 357.00	\$ 2,142.00	\$ 880.00	\$ 5,280.00
4.15	SUBDRAIN OUTLETS AND CONNECTIONS	EA	6	\$ 770.00	\$ 4,620.00	\$ 332.00	\$ 1,992.00	\$ 500.00	\$ 3,000.00
4.16	SUBDRAIN OUTLETS TO DITCH	EA	32	\$ 335.00	\$ 10,720.00	\$ 382.00	\$ 12,224.00	\$ 420.00	\$ 13,440.00
4.17	LOCATING TILE LINE	STA	6	\$ 440.00	\$ 2,640.00	\$ 497.00	\$ 2,982.00	\$ 490.00	\$ 2,940.00
4.18	SUBDRAIN, CMP, 12 IN.	LF	1050	\$ 26.50	\$ 27,825.00	\$ 24.00	\$ 25,200.00	\$ 48.00	\$ 50,400.00
DIVISION 5 - WATER MAINS AND APPURTENANCES									
5.1	WATER MAIN, TRENCHED, PVC, UNRESTRAINED 16 IN.	LF	150	\$ 57.25	\$ 8,587.50	\$ 89.00	\$ 13,350.00	\$ 50.00	\$ 7,500.00
5.2	WATER MAIN, TRENCHED, PVC, RESTRAINED 16 IN.	LF	125	\$ 9.05	\$ 1,131.25	\$ 83.00	\$ 10,375.00	\$ 89.50	\$ 11,187.50
5.3	WATER MAIN, TRENCHED, PVC, UNRESTRAINED 24 IN.	LF	4164	\$ 83.50	\$ 347,894.00	\$ 84.00	\$ 349,776.00	\$ 87.50	\$ 364,350.00
5.4	WATER MAIN, TRENCHED, PVC, RESTRAINED 24 IN.	LF	1224	\$ 150.00	\$ 183,600.00	\$ 145.00	\$ 177,480.00	\$ 152.50	\$ 186,660.00
5.5	WATER MAIN FITTINGS, DUCTILE IRON	LB	5611	\$ 1.00	\$ 5,611.00	\$ 4.00	\$ 22,444.00	\$ 6.15	\$ 34,507.65
5.6	VALVE, DI MJ, RESILIENT WEDGE WITH VALVE BOX, 16"	EA	1	\$ 8,040.00	\$ 8,040.00	\$ 5,890.00	\$ 5,890.00	\$ 6,000.00	\$ 6,000.00
5.7	VALVE, DI MJ, RESILIENT WEDGE WITH VALVE BOX, 24"	EA	3	\$ 19,600.00	\$ 58,800.00	\$ 17,136.00	\$ 51,408.00	\$ 18,000.00	\$ 54,000.00
5.8	FIRE HYDRANT ASSEMBLY	EA	5	\$ 4,225.00	\$ 21,125.00	\$ 3,803.00	\$ 19,015.00	\$ 5,200.00	\$ 26,000.00
DIVISION 6 - STRUCTURES FOR SANITARY STORM SEWERS									
6.1	INTAKE, SW-501, MODIFIED	EA	5	\$ 3,015.00	\$ 15,075.00	\$ 3,210.00	\$ 16,050.00	\$ 3,200.00	\$ 16,000.00
6.2	INTAKE, SW-503	EA	6	\$ 6,030.00	\$ 36,180.00	\$ 5,000.00	\$ 30,000.00	\$ 5,600.00	\$ 33,600.00
DIVISION 7 - STREETS AND RELATED WORK									
7.1	PAVEMENT, PCC, REINFORCED W/ CD BASKETS, 9 IN.	SY	21845	\$ 41.00	\$ 895,645.00	\$ 39.78	\$ 868,994.10	\$ 39.50	\$ 862,877.50
7.2	PCC PAVEMENT SAMPLES AND TESTING	LS	1	\$ 6,435.00	\$ 6,435.00	\$ 6,564.00	\$ 6,564.00	\$ 6,500.00	\$ 6,500.00
7.3	COLD WEATHER PROTECTION, CLASS C-SUD PCC PAVING	SY	1000	\$ 10.00	\$ 10,000.00	\$ 10.00	\$ 10,000.00	\$ 10.10	\$ 10,100.00
7.4	PAVED SHOULDER, PCC, 9 IN.	SY	122	\$ 76.75	\$ 9,363.50	\$ 79.00	\$ 9,638.00	\$ 77.50	\$ 9,455.00
7.5	GRANULAR SHOULDERS, TYPE B	TON	1996	\$ 22.75	\$ 45,409.00	\$ 26.15	\$ 52,195.40	\$ 23.75	\$ 47,405.00
DIVISION 8 - TRAFFIC CONTROL									
8.1	PAINTED PAVEMENT MARKING, WATERBORNE OR SOLVENT-BASED	STA	190	\$ 19.25	\$ 3,652.11	\$ 38.00	\$ 7,209.36	\$ 37.50	\$ 7,114.50
8.2	PAINTED SYMBOLS AND MARKINGS	EA	2	\$ 125.00	\$ 250.00	\$ 87.00	\$ 174.00	\$ 86.00	\$ 172.00
8.3	TEMPORARY TRAFFIC CONTROL	LS	1	\$ 8,945.00	\$ 8,945.00	\$ 42,450.00	\$ 42,450.00	\$ 148,000.00	\$ 148,000.00
8.4	SAFETY CLOSURES	EA	3	\$ 201.00	\$ 603.00	\$ 204.00	\$ 612.00	\$ 202.00	\$ 606.00
DIVISION 9 - SITEWORK AND LANDSCAPING									
9.1	SEEDING, FERT., AND MULCH, RESCUE PLUS (PERM. LAWN MIX)	ACRE	3	\$ 1,625.00	\$ 4,875.00	\$ 1,653.00	\$ 4,959.00	\$ 1,600.00	\$ 4,800.00
9.2	SEEDING, FERT., AND MULCH, TYPE 2 (PERM. COOL SEASON MIX)	ACRE	12	\$ 1,155.00	\$ 13,860.00	\$ 1,173.00	\$ 14,076.00	\$ 1,100.00	\$ 13,200.00
9.3	SEEDING, FERT., AND MULCH, TYPE 5 (RURAL TEMPORARY EROSION CONTROL MIX)	ACRE	30	\$ 575.00	\$ 17,250.00	\$ 586.00	\$ 17,580.00	\$ 560.00	\$ 16,800.00
9.4	SWPPP MANAGEMENT	LS	1	\$ 5,275.00	\$ 5,275.00	\$ 5,355.00	\$ 5,355.00	\$ 4,000.00	\$ 4,000.00
9.5	WATTLE, STRAW, 12"	LF	5000	\$ 2.25	\$ 11,250.00	\$ 2.25	\$ 11,250.00	\$ 2.55	\$ 12,750.00
9.6	WATTLE, REMOVAL	LF	5000	\$ 0.20	\$ 1,000.00	\$ 0.20	\$ 1,000.00	\$ 0.25	\$ 1,250.00
9.7	RIP RAP, CLASS E REVETMENT	TON	44	\$ 65.50	\$ 2,882.00	\$ 61.00	\$ 2,684.00	\$ 88.50	\$ 3,894.00
9.8	SILT FENCE OR SILT FENCE DITCH CHECK	LF	7600	\$ 1.55	\$ 11,780.00	\$ 1.55	\$ 11,780.00	\$ 1.45	\$ 11,020.00
9.9	SILT FENCE OR SILT FENCE DITCH CHECK, REMOVAL OF SEDIMENT	LF	760	\$ 0.20	\$ 152.00	\$ 0.20	\$ 152.00	\$ 0.05	\$ 38.00
9.10	SILT FENCE OR SILT FENCE DITCH CHECK, REMOVAL OF DEVICE	LF	7600	\$ 0.10	\$ 760.00	\$ 0.10	\$ 760.00	\$ 0.05	\$ 380.00
9.11	STABILIZED CONSTRUCTION ENTRANCE	SY	360	\$ 26.75	\$ 9,630.00	\$ 14.50	\$ 5,220.00	\$ 13.55	\$ 4,878.00
9.12	EROSION CONTROL MULCHING, CONVENTIONAL	ACRE	30	\$ 425.00	\$ 12,750.00	\$ 429.00	\$ 12,870.00	\$ 450.00	\$ 13,500.00
9.13	INLET PROTECTION DEVICE, DROP IN	EA	10	\$ 171.00	\$ 1,710.00	\$ 174.00	\$ 1,740.00	\$ 126.50	\$ 1,265.00
9.14	INLET PROTECTION DEVICE, MAINTENANCE	EA	10	\$ 15.25	\$ 152.50	\$ 15.00	\$ 150.00	\$ 25.25	\$ 252.50
DIVISION 11 - MISCELLANEOUS									
11.1	CONSTRUCTION SURVEY	LS	1	\$ 52,400.00	\$ 52,400.00	\$ 24,990.00	\$ 24,990.00	\$ 30,000.00	\$ 30,000.00
11.2	CONCRETE WASHOUT	LS	1	\$ 1,545.00	\$ 1,545.00	\$ 1,647.00	\$ 1,647.00	\$ 1,600.00	\$ 1,600.00
11.3	STEEL BEAM GUARDRAIL BARRIER TRANSITION SECTION, BA-201	EA	4	\$ 2,265.00	\$ 9,060.00	\$ 2,300.00	\$ 9,200.00	\$ 2,500.00	\$ 10,000.00
11.4	STEEL BEAM GUARDRAIL END ANCHOR, BOLTED	EA	4	\$ 201.00	\$ 804.00	\$ 204.00	\$ 816.00	\$ 560.00	\$ 2,240.00
11.5	STEEL BEAM GUARDRAIL TANGENT END TERMINAL, BA-205	EA	4	\$ 2,265.00	\$ 9,060.00	\$ 2,300.00	\$ 9,200.00	\$ 3,200.00	\$ 12,800.00
TOTAL					\$ 2,643,040.81		\$ 2,767,347.04		\$ 2,812,600.00

* Denotes proposal error corrected on bid tabulation



BID TABULATION
 VETERANS PARKWAY PROJECT
 SE 50TH STREET TO SW 60TH STREET
 WEST DES MOINES, IOWA
 PROJECT NO. 0510-009-2017



H. R. GREEN, INC.
 5525 MERLE HAY RD., STE. 200
 JOHNSTON, IOWA 50131
 PH: 515-278-2913
 FAX: 515-278-1846

Engineer's Opinion of Probable Cost \$3,363,218.00
 Bid Date: August 15, 2018 - 2:00 P.M.
 HR Green Project No. 40160039

	Unit	Quantity	Alliance Construction Group 3000 SE Grimes Blvd., Suite 800 Grimes, IA 50111		Sternquist Construction 1100 N 14th St. Indianola, IA 50125		Absolute Concrete 3100 SE Miehre Drive Grimes, IA 50111		
			Unit Price	Total	Unit Price	Total	Unit Price	Total	
DIVISION 2 - EARTHWORK									
2.1	TOPSOIL STRIP SALVAGE AND RESPREAD	CY	23731	\$ 3.90	\$ 92,550.90	\$ 6.92	\$ 164,218.52	\$ 4.85	\$ 115,095.35
2.2	EXCAVATION CLASS 10, ROADWAY AND BORROW	CY	32557	\$ 5.50	\$ 179,063.50	\$ 3.74	\$ 121,763.18	\$ 4.10	\$ 133,483.70
2.3	EXCAVATION CLASS 10 WASTE	CY	8669	\$ 2.80	\$ 24,273.20	\$ 16.74	\$ 145,119.06	\$ 6.80	\$ 57,215.40
2.4	SUBGRADE TREATMENT	SY	26121	\$ 9.10	\$ 237,701.10	\$ 7.21	\$ 188,332.41	\$ 7.60	\$ 198,519.60
DIVISION 4 - SEWERS AND DRAINS									
4.1	STORM SEWER, TRENCHED 3000 D, RCP, 15 IN.	LF	312	\$ 50.00	\$ 15,600.00	\$ 67.98	\$ 21,209.76	\$ 55.00	\$ 17,160.00
4.2	STORM SEWER, TRENCHED 3000 D, RCP, 18 IN.	LF	104	\$ 54.00	\$ 5,616.00	\$ 74.16	\$ 7,712.64	\$ 58.50	\$ 6,084.00
4.3	STORM SEWER, TRENCHED 2000 D, RCP, 24 IN.	LF	405	\$ 61.00	\$ 24,705.00	\$ 82.40	\$ 33,372.00	\$ 66.75	\$ 27,033.75
4.4	STORM SEWER, TRENCHED 2000 D, RCP, 30 IN.	LF	577	\$ 72.00	\$ 41,544.00	\$ 124.63	\$ 71,911.51	\$ 95.85	\$ 55,305.45
4.5	STORM SWERE, TRENCHED 2000 D, RCP, 36 IN.	LF	265	\$ 85.00	\$ 22,525.00	\$ 128.69	\$ 33,572.85	\$ 115.00	\$ 30,475.00
4.6	PIPE CULVERT, TRENCHED RCP, 2000 D, 24 IN.	LF	148	\$ 58.00	\$ 8,288.00	\$ 85.49	\$ 12,652.52	\$ 70.00	\$ 10,360.00
4.7	PIPE CULVERT, TRENCHED RCP, 2000 D, 36 IN.	LF	86	\$ 80.00	\$ 6,880.00	\$ 122.57	\$ 10,541.02	\$ 110.00	\$ 9,460.00
4.8	PIPE APRON, RCP, 24 IN.	EA	4	\$ 1,200.00	\$ 4,800.00	\$ 1,010.43	\$ 4,041.72	\$ 1,025.00	\$ 4,100.00
4.9	PIPE APRON, RCP, 36 IN.	EA	2	\$ 1,500.00	\$ 3,000.00	\$ 1,485.26	\$ 2,970.52	\$ 1,550.00	\$ 3,100.00
4.10	FOOTING FOR CONCRETE PIPE APRON, RCP, 24 IN.	EA	4	\$ 875.00	\$ 3,500.00	\$ 254.41	\$ 1,017.64	\$ 330.00	\$ 1,320.00
4.11	FOOTING FOR CONCRETE PIPE APRON, RCP, 36 IN.	EA	2	\$ 900.00	\$ 1,800.00	\$ 254.41	\$ 508.82	\$ 505.00	\$ 1,010.00
4.12	PIPE APRON GUARD	EA	6	\$ 800.00	\$ 4,800.00	\$ 1,071.20	\$ 6,427.20	\$ 1,005.00	\$ 6,030.00
4.13	SUBDRAIN LONGITUDINAL, PVC, 6 IN.	LF	8846	\$ 9.65	\$ 85,363.90	\$ 12.36	\$ 109,336.56	\$ 12.00	\$ 108,152.00
4.14	SUBDRAIN CLEANOUT, TYPE A-1, 6 IN.	EA	6	\$ 790.00	\$ 4,740.00	\$ 463.50	\$ 2,781.00	\$ 900.00	\$ 5,400.00
4.15	SUBDRAIN OUTLETS AND CONNECTIONS	EA	6	\$ 765.00	\$ 4,590.00	\$ 380.50	\$ 2,283.00	\$ 512.50	\$ 3,075.00
4.16	SUBDRAIN OUTLETS TO DITCH	EA	32	\$ 335.00	\$ 10,720.00	\$ 463.50	\$ 14,832.00	\$ 435.00	\$ 13,920.00
4.17	LOCATING TILE LINE	STA	6	\$ 435.00	\$ 2,610.00	\$ 511.91	\$ 3,071.46	\$ 505.00	\$ 3,030.00
4.18	SUBDRAIN, CMP, 12 IN.	LF	1050	\$ 26.20	\$ 27,510.00	\$ 24.72	\$ 25,956.00	\$ 49.20	\$ 51,660.00
DIVISION 5 - WATER MAINS AND APPURTENANCES									
5.1	WATER MAIN, TRENCHED, PVC, UNRESTRAINED 16 IN.	LF	150	\$ 57.00	\$ 8,550.00	\$ 91.67	\$ 13,750.50	\$ 51.25	\$ 7,687.50
5.2	WATER MAIN, TRENCHED, PVC, RESTRAINED 16 IN.	LF	125	\$ 9.00	\$ 1,125.00	\$ 85.49	\$ 10,686.25	\$ 92.00	\$ 11,500.00
5.3	WATER MAIN, TRENCHED, PVC, UNRESTRAINED 24 IN.	LF	4164	\$ 83.00	\$ 345,612.00	\$ 86.52	\$ 360,269.28	\$ 90.00	\$ 374,760.00
5.4	WATER MAIN, TRENCHED, PVC, RESTRAINED 24 IN.	LF	1224	\$ 150.00	\$ 183,600.00	\$ 149.35	\$ 182,804.40	\$ 156.50	\$ 191,556.00
5.5	WATER MAIN FITTINGS, DUCTILE IRON	LB	5611	\$ 1.00	\$ 5,611.00	\$ 4.12	\$ 23,117.32	\$ 6.30	\$ 35,349.30
5.6	VALVE, DI MJ, RESILIENT WEDGE WITH VALVE BOX, 16"	EA	1	\$ 8,000.00	\$ 8,000.00	\$ 11,628.70	\$ 11,628.70	\$ 6,150.00	\$ 6,150.00
5.7	VALVE, DI MJ, RESILIENT WEDGE WITH VALVE BOX, 24"	EA	3	\$ 19,500.00	\$ 58,500.00	\$ 17,650.08	\$ 52,950.24	\$ 18,450.00	\$ 55,350.00
5.8	FIRE HYDRANT ASSEMBLY	EA	5	\$ 4,200.00	\$ 21,000.00	\$ 3,917.09	\$ 19,585.45	\$ 5,330.00	\$ 26,650.00
DIVISION 6 - STRUCTURES FOR SANITARY STORM SEWERS									
6.1	INTAKE, SW-501, MODIFIED	EA	5	\$ 3,000.00	\$ 15,000.00	\$ 3,305.30	\$ 16,531.50	\$ 3,300.00	\$ 16,500.00
6.2	INTAKE, SW-503	EA	6	\$ 6,000.00	\$ 36,000.00	\$ 5,150.00	\$ 30,900.00	\$ 5,750.00	\$ 34,500.00
DIVISION 7 - STREETS AND RELATED WORK									
7.1	PAVEMENT, PCC, REINFORCED, W/ CD BASKETS, 9 IN.	SY	21845	\$ 46.00	\$ 1,004,870.00	\$ 48.00	\$ 1,048,560.00	\$ 63.35	\$ 1,383,880.75
7.2	PCC PAVEMENT SAMPLES AND TESTING	LS	1	\$ 8,500.00	\$ 8,500.00	\$ 7,500.00	\$ 7,500.00	\$ 10,000.00	\$ 10,000.00
7.3	COLD WEATHER PROTECTION, CLASS C-SUD PCC PAVING	SY	1000	\$ 7.75	\$ 7,750.00	\$ 3.00	\$ 3,000.00	\$ 26.30	\$ 26,300.00
7.4	PAVED SHOULDER, PCC, 9 IN.	SY	122	\$ 75.00	\$ 9,150.00	\$ 48.00	\$ 5,856.00	\$ 150.35	\$ 18,342.70
7.5	GRANULAR SHOULDERS, TYPE B	TON	1996	\$ 22.50	\$ 44,910.00	\$ 26.93	\$ 53,752.28	\$ 24.35	\$ 48,602.60
DIVISION 8 - TRAFFIC CONTROL									
8.1	PAINTED PAVEMENT MARKING, WATERBORNE OR SOLVENT-BASED	STA	190	\$ 45.00	\$ 8,537.40	\$ 38.11	\$ 7,230.23	\$ 38.00	\$ 7,209.36
8.2	PAINTED SYMBOLS AND MARKINGS	EA	2	\$ 85.00	\$ 170.00	\$ 87.55	\$ 175.10	\$ 90.00	\$ 180.00
8.3	TEMPORARY TRAFFIC CONTROL	LS	1	\$ 100,000.00	\$ 100,000.00	\$ 3,090.00	\$ 3,090.00	\$ 150,000.00	\$ 150,000.00
8.4	SAFETY CLOSURES	EA	3	\$ 200.00	\$ 600.00	\$ 208.00	\$ 618.00	\$ 205.00	\$ 615.00
DIVISION 9 - SITEWORK AND LANDSCAPING									
9.1	SEEDING, FERT., AND MULCH, RESCUE PLUS (PERM. LAWN MIX)	ACRE	3	\$ 1,600.00	\$ 4,800.00	\$ 1,957.00	\$ 5,871.00	\$ 1,900.00	\$ 5,700.00
9.2	SEEDING, FERT., AND MULCH, TYPE 2 (PERM. COOL SEASON MIX)	ACRE	12	\$ 1,100.00	\$ 13,200.00	\$ 1,442.00	\$ 17,304.00	\$ 1,250.00	\$ 15,000.00
9.3	SEEDING, FERT., AND MULCH, TYPE 5 (RURAL TEMPORARY EROSION CONTROL MIX)	ACRE	30	\$ 550.00	\$ 16,500.00	\$ 566.50	\$ 16,995.00	\$ 850.00	\$ 25,500.00
9.4	SWPPP MANAGEMENT	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 7,004.00	\$ 7,004.00	\$ 5,000.00	\$ 5,000.00
9.5	WATTLE, STRAW, 12"	LF	5000	\$ 2.50	\$ 12,500.00	\$ 2.58	\$ 12,900.00	\$ 3.00	\$ 15,000.00
9.6	WATTLE, REMOVAL	LF	5000	\$ 0.25	\$ 1,250.00	\$ 0.52	\$ 2,600.00	\$ 0.25	\$ 1,250.00
9.7	RIP RAP, CLASS E REVETMENT	TON	44	\$ 65.00	\$ 2,860.00	\$ 62.83	\$ 2,764.52	\$ 90.75	\$ 3,993.00
9.8	SILT FENCE OR SILT FENCE DITCH CHECK	LF	7600	\$ 1.50	\$ 11,400.00	\$ 1.80	\$ 13,680.00	\$ 1.50	\$ 11,400.00
9.9	SILT FENCE OR SILT FENCE DITCH CHECK, REMOVAL OF SEDIMENT	LF	760	\$ 0.10	\$ 76.00	\$ 1.03	\$ 782.80	\$ 0.05	\$ 38.00
9.10	SILT FENCE OR SILT FENCE DITCH CHECK, REMOVAL OF DEVICE	LF	7600	\$ 0.10	\$ 760.00	\$ 0.10	\$ 760.00	\$ 0.05	\$ 380.00
9.11	STABILIZED CONSTRUCTION ENTRANCE	SY	360	\$ 26.50	\$ 9,540.00	\$ 14.94	\$ 5,378.40	\$ 15.50	\$ 5,580.00
9.12	EROSION CONTROL MULCHING, CONVENTIONAL	ACRE	30	\$ 450.00	\$ 13,500.00	\$ 515.00	\$ 15,450.00	\$ 600.00	\$ 18,000.00
9.13	INLET PROTECTION DEVICE, DROP IN	EA	10	\$ 125.00	\$ 1,250.00	\$ 208.00	\$ 2,080.00	\$ 150.00	\$ 1,500.00
9.14	INLET PROTECTION DEVICE, MAINTENANCE	EA	10	\$ 25.00	\$ 250.00	\$ 20.60	\$ 206.00	\$ 25.00	\$ 250.00
DIVISION 11 - MISCELLANEOUS									
11.1	CONSTRUCTION SURVEY	LS	1	\$ 26,000.00	\$ 26,000.00	\$ 21,810.25	\$ 21,810.25	\$ 22,500.00	\$ 22,500.00
11.2	CONCRETE WASHOUT	LS	1	\$ 8,000.00	\$ 8,000.00	\$ 9,270.00	\$ 9,270.00	\$ 8,500.00	\$ 8,500.00
11.3	STEEL BEAM GUARDRAIL BARRIER TRANSITION SECTION, BA-201	EA	4	\$ 2,500.00	\$ 10,000.00	\$ 2,317.50	\$ 9,270.00	\$ 2,600.00	\$ 10,400.00
11.4	STEEL BEAM GUARDRAIL END ANCHOR, BOLTED	EA	4	\$ 550.00	\$ 2,200.00	\$ 206.00	\$ 824.00	\$ 565.00	\$ 2,260.00
11.5	STEEL BEAM GUARDRAIL TANGENT END TERMINAL, BA-205	EA	4	\$ 3,200.00	\$ 12,800.00	\$ 2,317.50	\$ 9,270.00	\$ 3,300.00	\$ 13,200.00
TOTAL					\$ 2,831,552.00		\$ 2,989,716.61		\$ 3,429,573.46

* Denotes proposal error corrected on bid tabulation

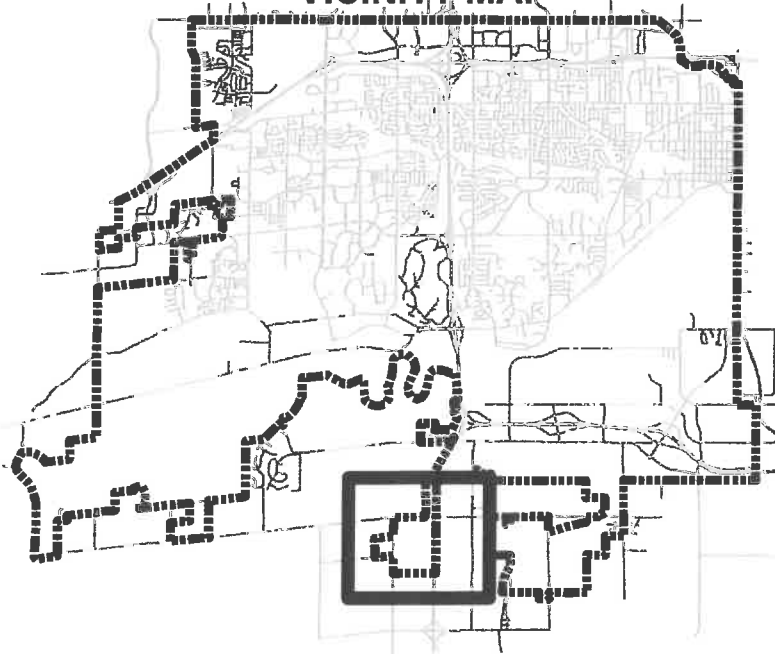
I hereby certify that this is a true and correct tabulation of bids received August 15, 2018 for Veterans Parkway Project, SE 50th Street to SW 60th Street, West Des Moines, Iowa - Project No. 0510-009-2017

David J. Bovee
 David J. Bovee, P.E., License Number 15800

8/15/2018
 Date



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**

DATE: August 20, 2018

ITEM:

Public Hearing (5:35 p.m.)
Public Services Fueling Facility Modifications

FINANCIAL IMPACT:

The Engineering Estimate of Construction Cost was estimated to be \$310,000.00 for the Public Services Fueling Facility Modifications. There was one (1) bid submitted in the amount of \$494,995.00 by Acterra Group, Inc. of Marion, Iowa. Payments were scheduled to be made from account no. 500.000.000.5250.490 with the ultimate funding intended to come from General Funds.

BACKGROUND:

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 was anticipated to be completed by November 30, 2018.

City Staff recommend the City Council reject all bids due to the higher than anticipated costs. City Staff plan to investigate the option of bidding this work along with the proposed West Public Services Facility project tentatively scheduled to bid in Spring 2019.

This agenda item was presented to the Public Services Council Committee on August 13, 2018 prior to knowing the bid results. City staff recommendation to reject all bids was not presented at that time.

OUTSTANDING ISSUES: None.

RECOMMENDATION:

City Council Adopt:

- Resolution adopting Plans, Specifications, Form of Contract, and Estimate of Costs for Public Services Fueling Facility Modifications;
- Motion receiving and filing Report of Bids;
- Resolution rejecting all bids.

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

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>RA</i>

PUBLICATION(S) (if applicable)

Published In	Des Moines Register
Dates(s) Published	August 10, 2018

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Services		
Date Reviewed	August 13, 2018		
Recommendation	Yes	No	Split

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

WHEREAS, on July 23, 2018, Plans, Specifications, Form of Contract, and Estimate of Cost were filed with the City Clerk for the following described public improvement:

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

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 20th day of August, 2018.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

RESOLUTION REJECTING ALL BIDS

WHEREAS, the City Council of the City of West Des Moines has heretofore directed advertisement for bids for the following described public improvement:

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

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 Acterra Group, Inc. in the amount of \$494,995.00 was the lowest responsible bid received for said public improvement;

WHEREAS, all the bids received exceeded the estimated project cost;

therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA, that all bids for the Public Services Fueling Facility Modifications project are hereby rejected.

BE IT FURTHER RESOLVED that the City Engineer is authorized and directed to return bid bond(s) and/or check(s) to all bidders.

PASSED AND ADOPTED on this **20th** day of **August, 2018**.

Steven K. Gaer, Mayor

ATTEST:

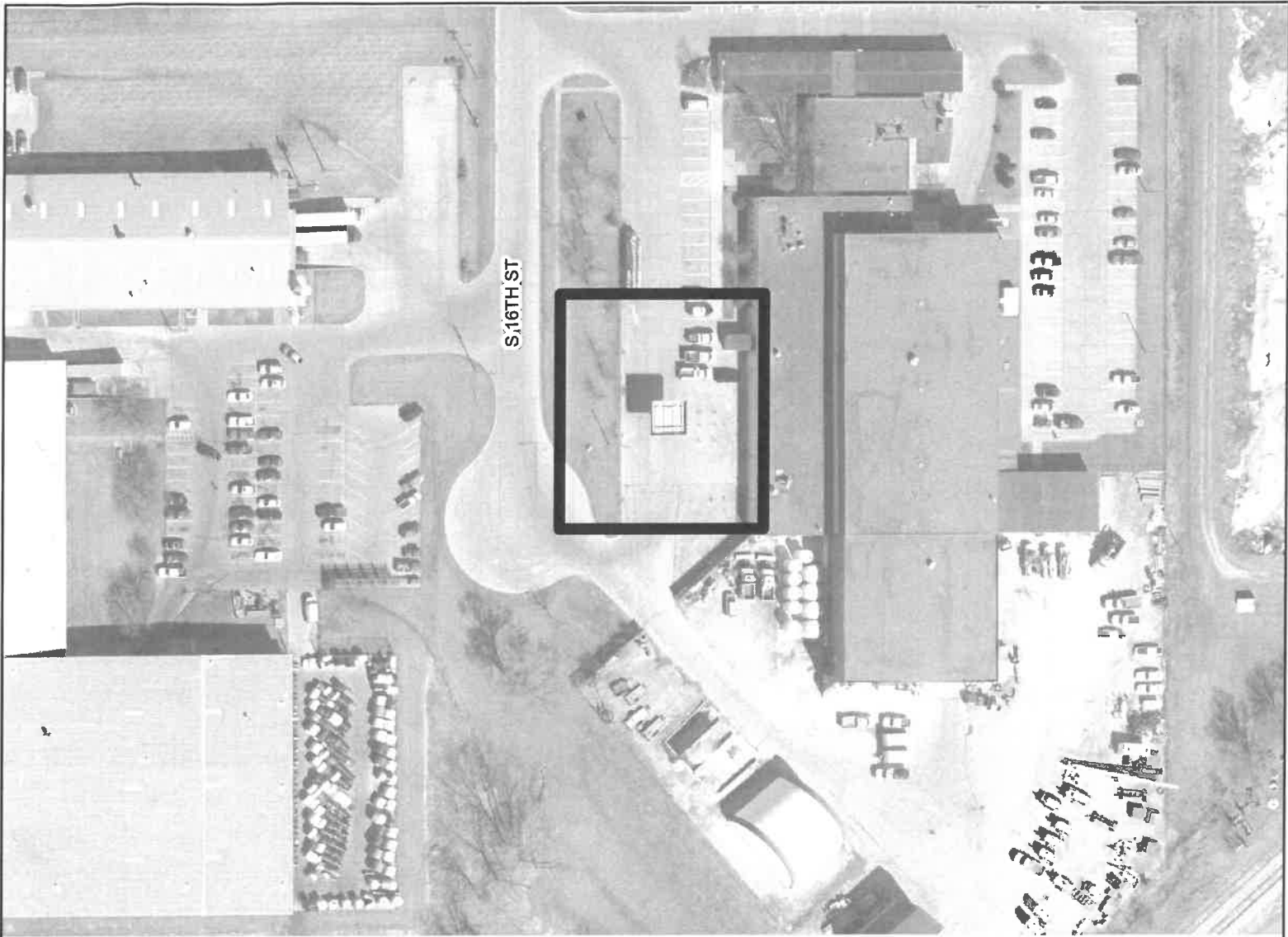
Ryan T. Jacobson, City Clerk

City of West Des Moines - Fueling Facility Modifications

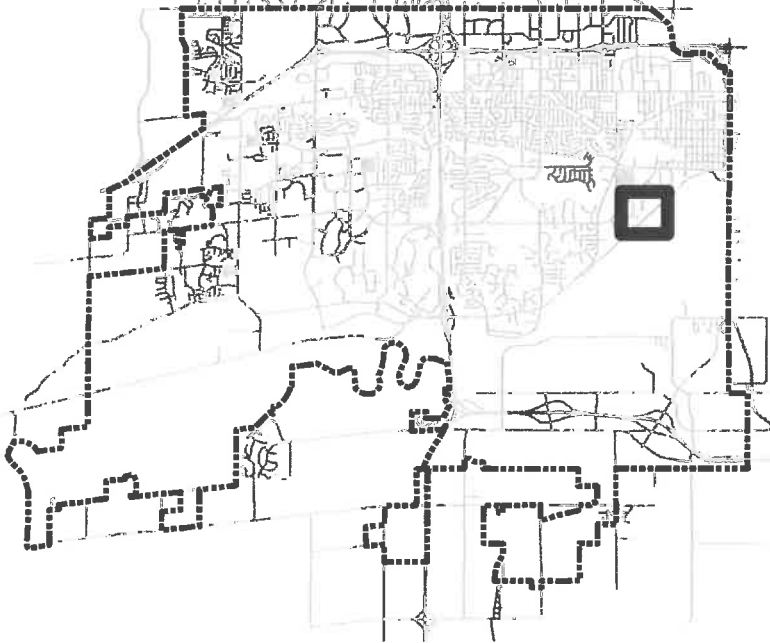
General Contractor	Base Bid	Unit Price 1A Soil Excavation	Unit Price 1B Compacted backfill	Unit Price 1 C Additional Concrete	Total	Bid Bond	Addenda	Completion date
Engineers Estimate	\$310,000.00	\$100.00	\$100.00	\$300.00	\$310,000.00	10%	None issued	Nov. 30, 2018
1 Acterra Group Inc. - Marion, IA	\$494,995.00	\$300.00	\$320.00	\$320.00	\$494,995.00	10%	None acknowledged	Nov. 30, 2018
2								
3								
4								
5								
6								
7								
8								
9								
10								

Dunlop

10 Kueny/FEH Design Certified:



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**

DATE: August 20, 2018

ITEM: Gilbert and Cook Parking Waiver, 5058 Grand Ridge Drive – Waive 12 of the required 67 parking spaces – Chris Cook – MML1-004016-2018

RESOLUTION: Approval of Minor Modification Level 1

FINANCIAL IMPACT: Undetermined.

BACKGROUND: Chris Cook of Gilbert and Cook (a wealth management firm), with permission from the property owner, Shojaat Properties, Inc., is requesting a waiver of 12 parking spaces from the required 67 parking spaces. The building (see Exhibit II - Location Map) formerly housed Global Aviation which constructed a new building in West Des Moines.

This request was not reviewed by the Plan & Zoning Commission because city code reserves parking changes to the purview of the City Council.

OUTSTANDING ISSUES: There are no outstanding issues.

STAFF COMMENT: The building was constructed by Global Aviation and used for office and warehouse space. The office space totaled approximately 9,890 sq. ft. of office and the remainder was warehouse of the 13,320 sq. ft. building. The site plan was approved using the respective parking ratios for office and warehouse to total 55 parking spaces.

Gilbert and Cook are considering occupying the building and converting the existing warehouse space to additional office space. Staff considers this a change of use from an office/warehouse use to an all office use, therefore applying the office parking ratio of one parking space per 200 sq. ft. of use to the entire building floor area. Applying this ratio to the full building results in requiring 67 parking spaces for the use. Staff suggested that the Gilbert and Cook contact the adjacent property to the east in an effort to share parking (the building to the east houses a church with off peak needs and extra parking available). Representatives of Gilbert and Cook told the Development and Planning City Council Subcommittee that efforts to contact the church were not productive.

Staff has been researching alternate parking ratios for various uses in the City, but is has not yet presented the findings to the Plan & Zoning Commission and City Council. Using the updated office parking ratio that staff has researched and will be recommending when the time comes, the current parking available will support the use of the full building as office. Based on that information, the City Council Subcommittee supported a waiver of 12 parking spaces from the current required count of 67 to enable the office use to occupy the building.

RECOMMENDATION: Based upon the preceding review, staff recommends the City Council adopt a resolution to approve the approve the Minor Modification which requests a waiver of 12 parking spaces at 5058 Grand Ridge Drive subject to the applicant meeting all City Code requirements.

Lead Staff Member: Kara Tragesser, AICP

STAFF REVIEWS

Department Director	VS
Appropriations/Finance	
Legal	
Agenda Acceptance	(K) JS

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	August 6, 2018		
Recommendation	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Split <input type="checkbox"/>

ATTACHMENTS:

- Exhibit I - City Council Resolution
- Exhibit II – Location Map

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 MINOR MODIFICATION LEVEL 1 (MML1-004016-2018) TO WAIVE 12 OF THE 67 REQUIRED PARKING SPACES AT 5058 GRAND RIDGE DRIVE TO ENABLE THE USE OF THE BUILDING TO CHANGE TO AN ALL OFFICE USE

WHEREAS, pursuant to the provisions of Title 10, Chapter 1 et seq, of the West Des Moines Municipal Code, Gilbert and Cook, with permission from Shojaat Properties LLC, requests approval for a Minor Modification to waive 12 parking spaces of the required 67 parking spaces for the use of the 13,320 sq. ft. building located at 5058 Grand Ridge Drive and legally described as:

Legal Description of Property

Lot 1, Grand Heights Plat 2, an official plat now in and forming a part of the City of West Des Moines, Polk County, Iowa

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

WHEREAS, on August 20, 2018, this City Council held a duly-noticed meeting to consider the application for the Minor Modification Level 1.

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 Minor Modification Level 1, or as amended orally at the City Council meeting on this date, are adopted.

SECTION 2. The Minor Modification Level 1 application to waive 12 parking spaces 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 August 20, 2018.

Steven Gaer, Mayor

ATTEST:

Ryan T. Jacobson
City Clerk

EXHIBIT "A"
CONDITIONS OF APPROVAL

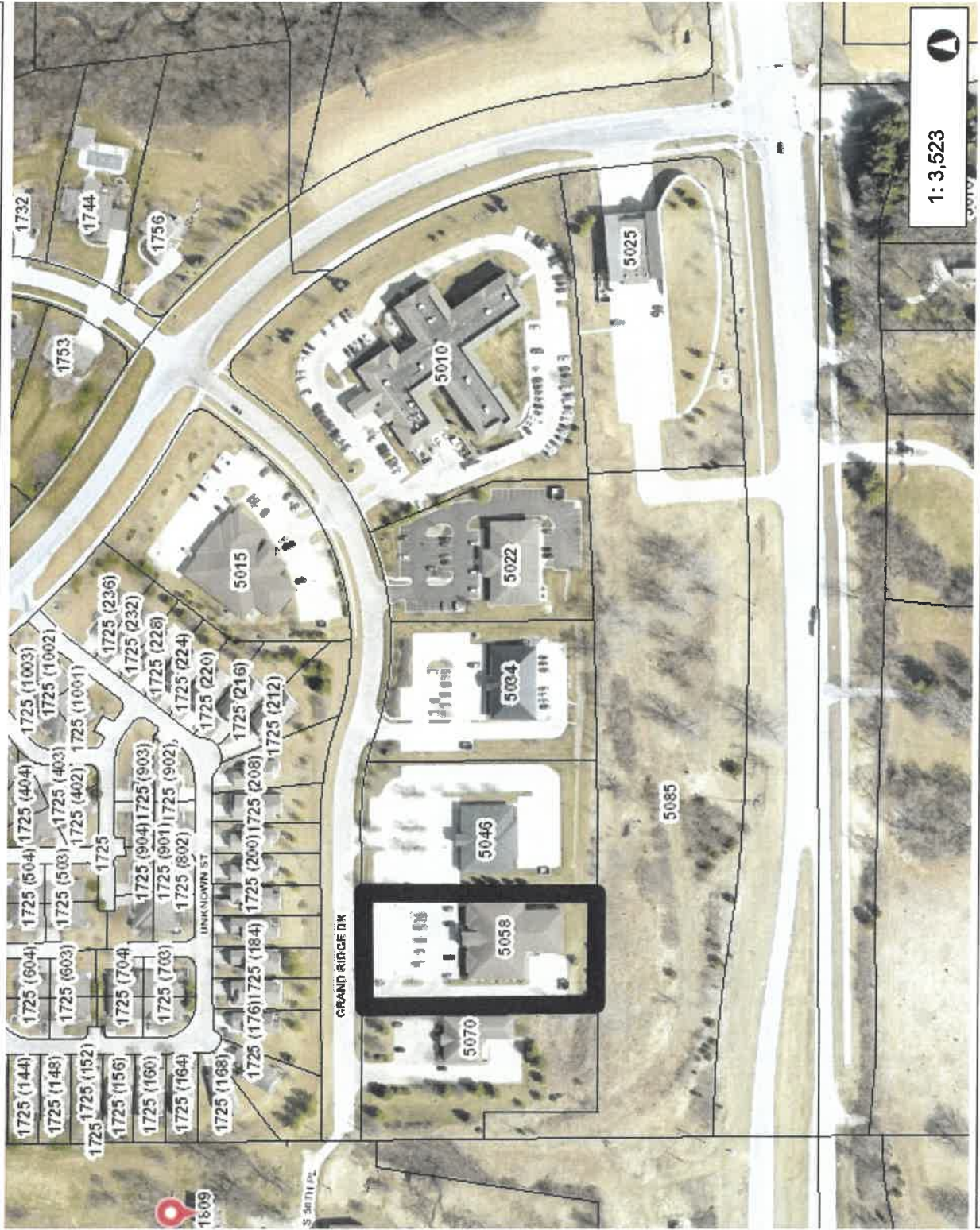
None.



Legend

- Addresses
- Corporate Limits
- Parcels

5058 Grand Ridge Drive



1: 3,523



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

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

DATE: August 20, 2018

ITEM:

Deerr Property, 6225 Brookview Drive – Barnes Heights Plat 2 Lot 8 – Request to Waive Sewer Capital Charge and Direct Sewer Connection Requirement

**RESOLUTIONS: Waiver of Direct Connection Requirement
Waiver of Sewer Capital Charge**

FINANCIAL IMPACT:

Cost of the sanitary sewer capital charge of \$1,039.00.

BACKGROUND:

The Deerrs' property, located at 6225 Brookview Drive, was originally developed as part of Barnes Heights Plat 2 in 1973. At that time, the subdivision was located outside the corporate limits and public sewer service was not available. The existing septic system is failing and City Code requires connection to the public sewer system.

1. Sewer Connection Point

The Deerr property can be connected to the City sewer system at the manhole located partially on that property without City Council action. While the City does not typically allow direct private residential connections to a manhole, the City Engineer can approve the connection. In this case, the City Engineer would approve a properly designed direct connection to the manhole. Staff recommends the Council require a public sewer easement around the existing public manhole as a condition of the Engineer's approval.

However, the Deerrs do not want to connect directly to the manhole and are instead requesting the Council waive West Des Moines City Code 7-8A-3 and allow them to connect via an existing sewer stub located three to five (3-5) feet into the east neighbor's property. This stub was installed as part of the Wrenwood Plat 1 subdivision, adjacent to the Deerr's property, in the early 1990s. The then-owner of 6225 Brookview Drive gave permission to the Wrenwood Plat 1 developer to construct a manhole on the property line, if a sewer stub was extended to 6225 Brookview Drive for future connection. This occurred without the City's knowledge and the stub is not shown on any record drawings in City possession. The stub is located within a public sanitary sewer easement, but the easement does not grant the Deerrs the right to enter their neighbor's property to place service pipe, connect to the public sewer, or perform routine maintenance and repair.

The City's approved design standards require all platted lots within a subdivision to have separate sewer services for each owner and be adjacent to a public sanitary sewer main without crossing any adjacent properties. Staff recommends against granting the Deerr request. However, if the City Council allows the Deerrs to connect to the existing stub, Staff recommends the Council conditioning approval upon the Deerrs acquiring and recording a 10 foot wide private sewer easement encompassing the service on the adjacent property and providing a public sewer easement around the existing public manhole.

2. Capital Charge.

City Code states that any property connecting to the City sanitary sewer shall pay the capital charge. The current capital charge is \$1,039.00. This charge is typically paid by developers at the time of platting. The exception is when an existing subdivision is annexed into the City and the fee was not paid. In the past, the administration of collecting the fee on annexed lots was sporadic. The Deerr family has requested a waiver for the capital charge fee imposed by West Des Moines City Code 7-8C-11 due to economic hardship and consistency with fees required of their neighbor. The Deerrs have further requested exclusion from any future sanitary sewer fee districts.

OUTSTANDING ISSUES:

None.

RECOMMENDATION:

Staff and Public Services Council Committee (PSCC) recommend denial of both waiver requests.

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>RS</i>

PUBLICATION(S) (if applicable)

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

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Services		
Date Reviewed	August 13, 2018		
Recommendation	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Split <input type="checkbox"/>

Prepared by: B. Hemesath City of West Des Moines Engineering Services, P.O. Box 65320, West Des Moines, IA 50265-0320, 515-222-3475

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 WAIVER OF THE DIRECT SEWER CONNECTION REQUIREMENT.

WHEREAS, pursuant to the provisions of Title 7, Chapter 8 et seq, of the West Des Moines Municipal Code, Dennis and Jeanette Deerr request approval of a waiver of the direct sewer connection requirement imposed on property owners by West Des Moines City Code 7-8A-3 for their property located at 6225 Brookview Drive and legally described as:

LOT 8, BARNES HEIGHTS PLAT 2, AN OFFICIAL PLAT NOW IN AND FORMING A PARK OF THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA

WHEREAS, the owners of the subject property wish to connect to the public sanitary sewer; and,

WHEREAS, a sewer stub for the subject property exists and is connected to the main on an adjacent property; and,

WHEREAS, City Code 7-8A-3 requires private sewer services be connected directly to the main abutting the property it serves.

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

1. The City of West Des Moines hereby waives the direct sewer connection requirement imposed by City Code 7-8A-3 for the property located at 6225 Brookview Drive, West Des Moines, Iowa, subject to the following conditions on the attached Exhibit "A".

PASSED AND ADOPTED on this **20th** day of **August, 2018**.

Steven K Gaer
Mayor

ATTEST:

Ryan T. Jacobson
City Clerk

Prepared by: B. Hemesath City of West Des Moines Engineering Services, P.O. Box 65320, West Des Moines, IA 50265-0320, 515-222-3475

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 WAIVER OF THE SEWER CAPITAL CHARGE

WHEREAS, pursuant to the provisions of Title 7, Chapter 8 et seq, of the West Des Moines Municipal Code, Dennis and Jeanette Deerr request a waiver of the sewer connection fee imposed on property owners by West Des Moines City Code 7-8C-11 for their property located at 6225 Brookview Drive and legally described as:

LOT 8, BARNES HEIGHTS PLAT 2, AN OFFICIAL PLAT NOW IN AND FORMING A PARK OF THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA;

WHEREAS, the owners of the subject property wish to connect to the public sanitary sewer; and,

WHEREAS, City Code 7-8C-11 requires all properties served by a connection with the sewer system to pay a sanitary sewer capital charge.

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

1. The City of West Des Moines hereby waives the connection fee imposed by City Code 7-8C-11 for the property located at 6225 Brookview Drive, West Des Moines, Iowa.

PASSED AND ADOPTED on this **20th** day of **August, 2018**.

Steven K Gaer
Mayor

ATTEST:

Ryan T. Jacobson
City Clerk

EXHIBIT "A"

1. The Deerrs shall obtain and record with the Dallas County Recorder a ten (10) foot wide private sewer easement encompassing the service on the adjacent property.
2. The Deerrs shall grant the City of West Des Moines a public sewer easement extending from the east property line to a point fifteen (15) feet west of the center of the existing manhole and from the south property line to a point fifteen (15) feet north of the center of the existing manhole.

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

DATE: August 20, 2018

ITEM: Resolution - Approval of Agreement between the City of West Des Moines and Chayse Holdings, L.L.C.

FINANCIAL IMPACT: Total project cost of approximately \$8,000,000

BACKGROUND: On July 9, 2018 the City Council approved Amendment No. 2 to the Coachlight Drive Urban Renewal Area. This amendment identified the realignment and reconstruction of the intersection of South 88th Street and Mills Civic Parkway as an urban renewal project eligible for tax increment financing. The inclusion of the intersection as a TIF-eligible project was done due to the unique characteristics of the project, which include the additional cost incurred to realign the roadway to avoid the Huston Cemetery, the necessity to reconstruct Mills Civic Parkway as a major collector that will provide a connection to the Grand Prairie Parkway interchange, and the increasing need to provide adequate substantial transportation infrastructure to a significant portion of the City.

Due to the uncertainty related to the cost and timing of construction of the intersection, development of the four adjacent quadrants to the intersection has not occurred. However, in conjunction with the amendment to the urban renewal plan that provides financing for construction of the intersection, Chayse Holdings, L.L.C. has submitted a proposal to develop the northwest corner of the intersection. The proposal anticipates construction of a continuing care facility and several single family homes.

In order to quantify its exaction obligations related to the proposed development, Chayse and the City have negotiated an agreement in which the City will agree to construct three lanes of Mills Civic Parkway from approximately 81st Street to 93rd Street and construct 88th Street from Mills Civic Parkway north to Coachlight Drive. In return, Chayse will dedicate property necessary for construction of its portion of the improvements and pay the City \$250,000 as its contribution toward construction of 88th Street.

The agreement also requires the City to acquire property and construct a public sanitary sewer that will connect to the existing Fox Creek sewer to the west. This sewer will provide service to the area of 88th Street and Mills Civic Parkway and the currently unsewered area beyond. Because the City is expediting construction of the sewer at the developer's request, Chayse has agreed to pay the City the actual cost of constructing that portion of the sewer that will serve its property. No building permits will be issued to Chayse until payment for the construction of 88th Street and the sanitary sewer has been made.

It is anticipated that if the development agreement with Chayse is approved by the City Council, the owners of the other three quadrants adjacent to the intersection will also participate in similar agreements. Although no formal negotiations have occurred, the owners did express interest

when the proposal was presented at a meeting with City staff on August 3, 2018.

If approved, construction of the roadway and sewer improvements are anticipated to begin in 2019.

OUTSTANDING ISSUES (if any): None

RECOMMENDATION: Approve the agreement between City of West Des Moines and Chayse Holdings, L.L.C.

Lead Staff Member: Richard Scieszinski, City Attorney *RJS*

STAFF REVIEWS

Department Director	Tom Hadden, City Manager
Appropriations/Finance	Tim Stiles, Finance Director <i>TS</i>
Legal	Richard J. Scieszinski, City Attorney
Agenda Acceptance	<i>(initials)</i>

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Development & Planning		
Date Reviewed	August 6, 2018		
Recommendation	Yes		

RESOLUTION NO. _____

**RESOLUTION APPROVING THE AGREEMENT BETWEEN THE CITY OF WEST
DES MOINES AND CHAYSE HOLDING, L.L.C.**

WHEREAS, Chayse Holdings, L.L.C., an Iowa limited liability company (“Chayse), has negotiated an agreement with the City of West Des Moines in which the City will construct certain improvements that will benefit both the citizens of West Des Moines and Chayse; and

WHEREAS, in consideration for construction of the improvements by the City, Chayse has agreed to dedicate property and provide payment for construction of a portion of the improvements; and

WHEREAS, the attached *Agreement Between the City of West Des Moines and Chayse Holdings, L.L.C.* has been presented to the City Council for approval; and

WHEREAS, it is in the best interest of the City to approve the above-described Agreement.

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

1. The Agreement between the City of West Des Moines and Chayse Holdings, L.L.C. is hereby approved.
2. The Mayor is authorized to sign the Agreement and the City Clerk is directed to attest to the Mayor’s signature.

PASSED AND ADOPTED this 20th day of August, 2018.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

AGREEMENT BETWEEN THE CITY OF WEST DES MOINES, IOWA AND CHAYSE HOLDINGS, L.L.C. REGARDING THE INSTALLATION OF SANITARY SEWER AND THE CONSTRUCTION OF PUBLIC ROADWAY IMPROVEMENTS

This Development Agreement (“Agreement”) is made as of this ____ day of August, 2018, by and between the CITY OF WEST DES MOINES, IOWA (“City”) a municipal corporation with its general offices at 4200 Mills Civic Parkway, West Des Moines, IA 50265 and Chayse Holdings, L.L.C., an Iowa limited liability company (“Developer”), with its office located at 9550 Hickman, Suite 101, Clive, IA 50325.

RECITALS:

- A. The City, as a municipal corporation, provides public sanitary and storm sewer utility services to areas within its corporate boundaries. The provision of the utilities are determined by demand for the services and the availability of City resources necessary for the construction and operation of the utilities.
- B. The Developer is the owner of certain real property (“Property”) in an area of the City which has been designated for future sanitary sewer service but for which the timing of construction has not been determined.
- C. The Developer has submitted a plan to the City for the platting of the Property and the construction of improvements on the Property that will require the Property to comply with the subdivision ordinance of the City.
- D. Requirements of the subdivision ordinance require the Developer to provide sanitary sewer service and construct public roadway to adequately serve the Property.
- E. The Developer has agreed to provide funding to the City to expedite the construction of a public sanitary sewer to serve both the Property and the undeveloped areas near the Property.
- F. The City desires to construct infrastructure in accordance with its comprehensive street circulation plan and its comprehensive public utilities plan and the exaction requirements regarding public infrastructure of the West Des Moines Subdivision Ordinance.
- G. The Developer has requested that the roadway infrastructure requirements imposed by the subdivision ordinance for development of the Property be specified and the financial obligation of the Developer be memorialized by agreement.
- H. The City and Developer desire to enter into this Agreement for the purpose of detailing the responsibilities of each party related to the payment and extension of sanitary sewer to currently unserved areas of the City and the responsibilities of each party regarding the payment and construction of roadway improvements related to development of the Property.

NOW, THEREFORE, in consideration of the above stated recitals, undertakings and conditions it is agreed as follows:

I. Projects, Obligations and Undertakings of the City. The City agrees to undertake the following:

A. The Projects:

1. Extension of Sanitary Sewer. The Sewer Project, which will be comprised of the design, engineering, property acquisition and construction by the City, will be approximately 1700 linear feet of 8-inch sanitary sewer from the Fox Creek Sanitary Sewer to the Property, all as generally shown on the attached Exhibit "A." Substantial completion of the Extension of Sanitary Sewer Project is anticipated to occur by July 15, 2019. Construction of the Sewer Project shall be done in accordance with all City design standards and specifications.
2. Construction of Mills Civic Parkway and South 88th Street Roadway. The Roadway Project will consist of the construction by the City of three lanes of pavement of an ultimate six lane facility for Mills Civic Parkway, including all final grading for the ultimate six lane facility including all appurtenances (water main and storm sewer), to be constructed from approximately one-half mile east (South 81st Street) and approximately one-quarter mile west (existing South 91st Street) from the intersection of Mills Civic Parkway and South 88th Street. The Roadway Project for South 88th Street will consist of the construction by the City of three lanes of pavement of an ultimate five lane facility, including all final grading for the ultimate five lane facility including all appurtenances (water main and storm sewer), to be constructed from Coachlight Drive to Mills Civic Parkway. Substantial completion of the Mills Civic Parkway and South 88th Street Roadway Project is anticipated to occur by December 31, 2019. Construction shall be done in accordance with all City design standards and specifications.

Construction of each of the Extension of Sanitary Sewer and of construction of Mills Civic Parkway and South 88th Street will be done in full compliance with Iowa Code Chapter 6A and 6B regarding the acquisition of property and Chapter 26 regarding public improvement bidding.

B. Obligations of the City:

1. Uneconomic Developer Remnant. The Parties acknowledge that following dedication of Developer's proportionate share of property for the construction of Mills Civic Parkway and South 88th Street, the realignment of the existing Mills Civic Parkway and South 88th Street will create an uneconomic remnant on a portion of Developer's Property, all as generally shown on the attached Exhibit "B." The City agrees to pay Developer \$58,355.00 for the _____ square feet of property comprising the uneconomic remnant. Upon payment by the City,

Developer agrees to release any right, title or interest in the uneconomic remnant, including the right of first refusal to repurchase the remnant.

II. Contributions, Obligations and Undertakings of the Developer:

A. Contribution by Developer:

1. Extension of Sanitary Sewer. Developer shall pay to the City the actual cost of the Extension of Sanitary Sewer as defined in Section I(A)(1), above, anticipated not to exceed \$350,000.00. Payment shall be made by Developer to City prior to connection by Developer of the Sewer to any property or improvements. Developer shall also provide at no cost to the City all easements necessary for construction of the Extension of Sanitary Sewer located on Developer's Property.
2. Construction of Mills Civic Parkway and South 88th Street. In consideration of the public infrastructure improvements to be constructed by the City, and as an obligation imposed by the West Des Moines Subdivision Ordinance, Developer shall convey at no cost to the City all property under the ownership of Developer as shown on the Acquisition Plat attached hereto as Exhibit "B", including all permanent and temporary easements necessary for construction of Mills Civic Parkway and South 88th Street. Developer shall also be responsible to dedicate property, if necessary, and construct all turn lanes consistent with the traffic study completed for the Property.

Developer shall pay to the City \$250,000.00 as a proportionate share of Developer's obligations for the construction by the City of South 88th Street. Payment shall be made by Developer to City prior to connection by Developer of the Sewer to any property or improvements.

B. Obligations of Developer:

1. Developer shall be obligated to pay its proportionate share of all water, sanitary sewer and storm sewer connection fees imposed by City ordinance for service to Developer's property.
2. Unless otherwise provided by this Agreement, Developer shall comply with all development and subdivision requirements of the City of West Des Moines, including but not limited to all requirements of the City regarding parkland dedication, streetlights, sidewalks and trails.

III. Other Provisions.

Project Scope. The parties acknowledge that the Mills Civic Parkway Project will comprise the construction of three lanes of an ultimate six lane facility and that the South 88th Street Project will comprise three lanes of an ultimate five lane facility, and related improvements as set forth in this Agreement, and that the obligation of the Parties, if any,

regarding future development and construction of the roadway and appurtenant structures is not subject to or addressed by this Agreement.

Time: City agrees that it will endeavor to complete construction of the Extension of the Sanitary Sewer by July 15, 2019 and the construction of Mills Civic Parkway and South 88th Street by December 31, 2019, assuming full and timely compliance by Developer of the subdivision requirements of City and the terms and conditions of this Agreement.

IV. Representations and Warranties:

(1) Representation and Warranties of the City. The City makes the following representation and warranties:

- a. The City is a municipal corporation and municipality organized under the provisions of the constitution and the laws of the state of Iowa and has power to enter into this Agreement and carry out its obligations and undertakings hereunder.
- b. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby and the fulfillment of or compliance with the terms and conditions of the Agreement are not prevented by, limited by, in conflict with, or result in a breach of, the terms, conditions or provisions of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the City of now a party or by which it is bound, nor do they constitute a default under any of the foregoing.
- c. All covenants, stipulations, promises and agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of any governing body member, officer, agent, servant or employee of the City in the individual capacity hereof.

(2) Representations and Warranties of Developer. Developer makes the following representations and warranties:

- a. Chase Holdings, L.L.C. is an Iowa limited liability company, duly organized and validly existing under the laws of the state of Iowa and it has all requisite power and authority to own and operate its properties, to carry on its businesses now conducted and as presently proposed to be conducted, and to enter into to perform its obligations under this Agreement.
- b. This Agreement has been duly and validly authorized, executed, and delivered by Developer and, assuming due authorization execution and delivery by the City, is in full force and effect and is a validly legally binding instrument of Developer enforceable in accordance with its terms, except as may be limited by bankruptcy, insolvency, reorganization or other laws relating to or effecting creditors' rights generally.

- c. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with or result in a violation or breach of the terms conditions or provisions of the governing documents of Developer or of any contractual restriction, evidence of indebtedness, agreement of instrument of whatever nature to which Developer is now a party or by which it or its property is bound, nor do they constitute a default under any of the foregoing.
- d. There are no actions, lawsuits or proceedings pending or threatened against or affecting Developer in any court or before any arbitrator or before or by any governmental body for which there is a reasonable possibility of an adverse decision which could materially adversely affect the business (present or prospective), financial position or results of operations of Developer or which in manner raises any questions affecting the validity of the Agreement or Developers ability to perform its obligations under this Agreement.
- e. Developer has not received any notice from any local, state or federal official that the activities of Developer with respect to the right-of-way property may or will be in violation of any environmental law or regulation (other than those notices, if any, of which the City has been previously notified in writing). Developer is not aware of any state or federal claim filed or planned to be filed by any party relating to any violation of any local, state or federal environmental law, regulation or review procedure applicable to the Project and Developer is not currently aware of any violation of any local, state or environmental law, regulation or review procedure which would give any person a valid claim under any state or environmental statute with respect thereto.
- f. Developer has good and marketable title to the Developer right-of-way for the Project.

VI. Events of Default Defined. The following shall be Events of Default under this Agreement and the term Event of Default shall mean, whenever it is used in this Agreement, any one or more of the following events:

(a) Failure by the Developer to substantially observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement;

(b) The Developer shall:

(i) file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended, or under any similar federal or state law; or

(ii) make an assignment for the benefit of its creditors; or

(iii) admit in writing its inability to pay its debts generally as they become due; or

(iv) be adjudicated a bankrupt or insolvent; or if a petition or answer proposing the adjudication of the Developer as a bankrupt or its reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within ninety (90) days after the filing thereof; or a receiver, trustee or liquidator of the Developer or part thereof, shall be appointed in any proceedings brought against the Developer and shall not be discharged within ninety (90) days after such appointment, or if the Developer shall consent to or acquiesce in such appointment;

(c) Any representation or warranty made by the Developer in this Agreement, or made by the Developer in any written statement or certificate furnished by the Developer pursuant to this Agreement, shall prove to have been incorrect, incomplete or misleading in any material respect on or as of the date of the issuance or making thereof; or

(d) Any representation or warranty made by the City in this Agreement shall prove to have been incorrect, incomplete or misleading in any material respect on or as of the date of the issuance.

City's Remedies on Default. Whenever any Event of Default referred to in Section VI (a-c) of this Agreement occurs and is continuing, the City, as specified below, may take any one or more of the following actions after (except in the case of an Event of Default under subsections (b) of said Section VI) the giving of thirty (30) days written notice by the City to the Developer of the Event of Default, but only if the Event of Default has not been cured within said thirty (30) days, or if the Event of Default cannot reasonably be cured within thirty (30) days and the Developer does not provide assurances reasonably satisfactory to the City that the Event of Default will be cured as soon as reasonably possible:

(a) The City may suspend its performance under this Agreement until it receives assurances from the Developer, deemed adequate by the City, that the Developer will cure its default and continue its performance under this Agreement;

(b) The City may terminate this Agreement;

(c) The City may take any other action, including legal, equitable or administrative action, which may appear necessary or desirable to recover damages or enforce performance and observance of any obligation, agreement, or covenant of the Developer under this Agreement.

VII. Developer's Remedies on Default. Whenever any Event of Default occurs by the City, the Developer may terminate this Agreement, and the Developer may take any legal action it considers necessary to recover damages from the City or to enforce this Agreement, subject to a 120 day written notice to the City with an opportunity for the City to cure the Event of Default during the 120 day notice period.

- VIII. No Remedy Exclusive. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.
- IX. No Implied Waiver. In the event any agreement contained in this Agreement should be breached by the Developer and thereafter waived by the City, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.
- X. Agreement to Pay Attorneys' Fees and Expenses. Whenever any Event of Default occurs and either party employs attorneys or incurs other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of the other party, the non-prevailing party shall pay to the prevailing party its reasonable attorneys' fees and costs.
- XI. Statutory Compliance. Fulfillment of this Agreement is contingent upon the ability of the City to acquire the necessary property and construct the public improvement projects in compliance with all federal, state and local laws. If the City is unable to fulfill the obligations set forth in this Agreement due to a successful legal challenge of any adverse party or because of any findings made by a court of competent jurisdiction inhibiting the ability of the City to acquire the necessary property and/or construct the public improvements, this Agreement may be terminated by either the Developer, the City, or both.
- XII. No Third Party Beneficiaries. No rights or privileges of either party hereto shall inure to the benefit of any landowner, contractor, subcontractor, material supplier, or any other person or entity and no such contractor, landowner, subcontractor, material supplier, or any other person or entity shall be deemed to be a third-party beneficiary of any of the provisions contained in this Agreement.

XIII. Miscellaneous.

- (1) Notices and Demands. A notice, demand or other communication under this Agreement by any party to the other shall be sufficiently given or delivered if it is dispatched by a registered or certified mail, postage prepaid, return receipt requested or delivered personally and
- a. in the case the Developer is addressed or delivered personally to Chayse Holdings, L.L.C., 9550 Hickman, Suite 101, Clive, IA 50325; and
 - b. in the case of the City it is addressed to or delivered personally to the City of West Des Moines, 4200 Mills Civic Parkway, West Des Moines, IA 50265 Attn: City Manager.

- (2) Counterparts. This agreement may be executed in any number of counterparts each of which will constitute one in the same instrument.
- (3) Governing Office. This agreement shall be governed and construed in accordance with the laws of the state of Iowa.
- (4) Entire Agreement. This Agreement and the exhibits hereto reflect the entire agreement among the parties regarding the subject matter hereof and supersedes all prior agreements, negotiations or discussions weather oral or written. This agreement may not be amended except by subsequent writing signed by all parties hereto.
- (5) Successors and Assigns. This Agreement is intended to and shall inure to the benefit of and be binding upon the parties hereto and their respective permitted accessors and assigns.

XIV. Termination. Unless otherwise terminated as provided in Section VI, Section VII or Section XI, above, this Agreement shall terminate upon fulfillment by each party of the obligations set forth herein.

[Signatures on Following Pages]

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in name and its behalf by its Mayor and its sealed to be duly affixed and attested by its City Clerk, and Developer has caused this Agreement to be duly executed in its name and behalf by its authorized representatives all on as of the day first above written.

CITY OF WEST DES MOINES

Steven K. Gaer, Mayor

ATTEST

City Clerk

STATE OF IOWA)
)
COUNTY OF POLK)

On this 20th day of August, 2018, before me a Notary Public in and for said State, personally appeared Steven K. Gaer and Ryan T. Jacobson, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, or the City of West Des Moines, Iowa a municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said municipality, and that said instrument was signed and sealed on behalf of said municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed

Notary Public in and for the State of Iowa

CHAYSE HOLDINGS, L.L.C.
an Iowa limited liability company

Toby Torstenson
Managing Member

STATE OF IOWA)
)ss:
COUNTY OF POLK)

This record was acknowledged before me on the ____ day of August, 2018 by Toby Torstenson, Managing Member of Chayse Holdings, L.L.C, an Iowa limited liability company, on behalf of whom the record was executed.

Notary Public
(Stamp or Seal)

Exhibit “A”

PROJECT SPECIFICATIONS

Exhibit "B"

UNECONOMIC REMNANT

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

DATE: August 20, 2018

ITEM: Approval of Funding Allocations for City-wide Housing Programs – City Initiated
MOTION: Approval of Direction to Staff on How to Proceed

FINANCIAL IMPACT: The proposed programs would be funded from the Woodland Hills Tax Increment Financing district. The Phase I allocates funds already available or will be available this fiscal year. Phase II is dependent upon a decision about Booneville Road. If these programs for Phase I are approved, a budget amendment would be submitted for fiscal year 2018-19.

SYNOPSIS: A Housing Needs Assessment was completed for the City of West Des Moines by Western Economic Services and received by the City Council on July 9, 2018. The Housing Needs Assessment (HNA) identified six housing challenges: (1) unmet housing needs for many households; (2) increased demand for rental/multifamily housing, (3) demand for both rental units and homeownership housing over the forecast horizon; (4) need for new construction; (5) Need to rehabilitate or redevelop existing housing; and (6) aging population. The HNA went on to make four recommendations with action items to address the housing challenges. Those recommendations were: (1) encourage low to moderate income housing; (2) encourage rental-multifamily housing development; (3) encourage development of senior housing; and (4) encourage new construction of a variety of housing choices.

Staff then developed nine possible programs and five policies in response to the housing challenges and recommendations made in the Housing Needs Assessment.

Broad outreach was done to inform the public of the proposed programs and policies including an insert in 14,300 water bills informing citizens of an online survey; attendance at seven WDM 125 Ice Cream Socials in July and August at various parks throughout the City; the Budget with Beans activity set up in City Hall for 4 weeks; and information sent out via the City's Facebook page and website. Through these outreach efforts, 72 people completed the online survey and 243 people participated in the Budget with Beans activity. The results are in Exhibit I. There were five programs which had consistent support from the public.

With this information, staff has developed funding allocations for the programs.

The Woodland Hills TIF began in FY 2014-15. As of today there is a balance of \$745,339.30. There are anticipated expenses and revenues between now and June 30, 2019 which calculate to a balance of \$1,011,072 available for spending between now and June 30, 2019.

Phase I – September 1, 2018 to June 30, 2019

Funds available in Woodland Hills TIF during this time - \$1,011,072

Other Housing Commitments (MHIP, DCLHTF, DMMHA Section 8) – 2 years of payments	\$50,000
Upper Story Housing in Valley Junction – 10 units up to \$75,000/unit	\$750,000
Owner-Occupied Rehabilitation – 10 houses at \$15,000/house	\$150,000
Down payment Assistance I – 5 low-moderate income homebuyers through Neighborhood Finance Corporation’s Project Reinvest	\$50,000

If Booneville Road is indeed constructed using the Woodland Hills TIF , it is estimated to generate \$756,283 annually from FY 2019-20 through FY 2023-24 and \$335,650 in FY 2024-25. Therefore, a total of \$4,117,065 is estimated to be available for low and moderate income housing.

Phase II – July 1, 2019 to June 30, 2025

Funds available in Woodland Hills TIF during this time - \$4,117,065

Other Housing Commitments (MHIP, DCLHTF, DMMHA Section 8) – 6 years of payments	\$150,000
Housing Transition Program – Purchase of single-family rental properties to be turned into affordable owner-occupied single-family units – approximately 10 units to purchase	\$1,000,000
Upper Story Housing in Valley Junction – 20 units up to \$75,000/unit	\$1,500,000
Owner-Occupied Rehabilitation – 10 houses at \$15,000/house for 6 years	\$900,000
Down payment Assistance I – 5 low-moderate income homebuyers through Neighborhood Finance Corporation’s Project Reinvest – for 6 years	\$300,000
Unbudgeted funds to address possible needs as they arise	\$267,065

This funding allocation was presented to the Finance & Administration Subcommittee (August 1, 2018) and the Development & planning Subcommittee (August 6, 2018). Both subcommittees fully supported the allocation.

RECOMMENDATION: Staff is recommending that the City Council direct staff to proceed with implementation of the proposed programs and budget amendments necessary to carry out the programs.

Attachments:

Exhibit I - Results of Public Input

Lead Staff Member Christine Gordon, AICP, Housing Planner

STAFF REVIEWS

Department Director	Clyde Evans <i>CE</i>
Appropriations/Finance	Tim Stiles <i>TS</i>
Legal	
Agenda Acceptance	<i>AS</i>

PUBLICATION(S) (if applicable)

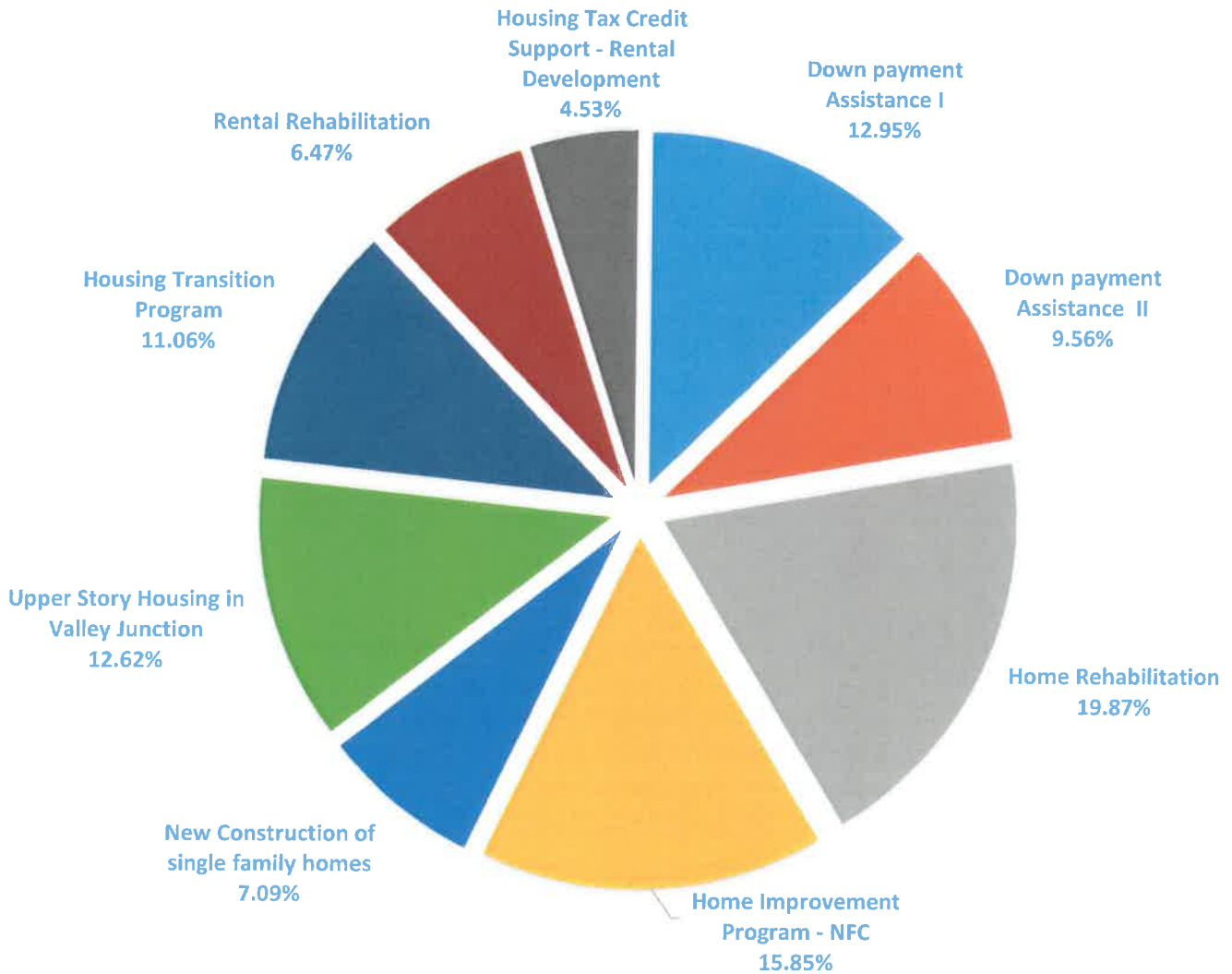
Published In	Noticing not required
Date(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Finance & Administration; Development & Planning		
Date Reviewed	August 1, 2018; August 6, 2018		
Recommendation	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Split <input type="checkbox"/>

Programs

1	Home Rehabilitation	3048	19.87%
2	Home Improvement Program - NFC	2514	15.85%
3	Down payment Assistance I	2018	12.95%
4	Upper Story Housing in Valley Junction	1943	12.62%
5	Housing Transition Program	1780	11.06%
6	Down payment Assistance II	1537	9.56%
7	New Construction of single family homes	1174	7.09%
8	Rental Rehabilitation	1142	6.47%
9	Housing Tax Credit Support - Rental Development	791	4.53%



Policies

	Yes	No	Total	Yes	No
Density Bonus	127	199	326	39%	61%
Elimination of Current Garage Requirement Ordinance	129	198	327	39%	61%
Optimize Residential Bulk Regulations	127	151	278	46%	54%
Establish Small Lot Single Family Zoning District	207	110	317	65%	35%
Second Dwelling Units in Single Family Zoning	127	154	281	45%	55%

Policy Changes

