

CITY OF WEST DES MOINES

COUNCIL AGENDA

date: October 29, 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. Greg Edwards, Greater Des Moines Convention and Visitors Bureau
 - b. "Go West" Website Demonstration
4. **Consent Agenda**
 - a. Motion - Approval of Minutes of October 15, 2018 Meeting
 - b. Motion - Approval of Bill Lists
 - c. Motion - Approval of Liquor Licenses:
 1. On The Rise Valley West, LLC, d/b/a Blaze Pizza, 1551 Valley West Drive, Suite 225 - Class BW Permit with Sunday Sales and Outdoor Service - Renewal
 2. Frank's Divine Pie 2800, LLC d/b/a Gusto Pizza Company, 2800 University Avenue, Suite 400 - Class BW Permit with Sunday Sales and Outdoor Service Privileges - Renewal
 3. Hy-Vee, Inc., d/b/a Hy-Vee Gas, 7280 University Avenue - Class BC Beer Permit with Carryout Wine and Sunday Sales - Renewal
 4. Kum & Go, LC, d/b/a Kum & Go #532, 5901 Mills Civic Parkway, Building 2000 - Class LE Liquor License with Carryout Beer, Carryout Wine, and Sunday Sales - Renewal
 5. Kum & Go, LC, d/b/a Kum & Go #1097, 220 50th Street - Class LE Liquor License with Carryout Beer, Carryout Wine, and Sunday Sales - Renewal
 6. Target Corporation d/b/a Target Store T-0069, 1800 35th Street - Class LE Liquor License with Carryout Wine, Carryout Beer, and Sunday Sales - Renewal
 - d. Motion - Approval of Repair and Replacement of Items on Fire Department Ladder Truck

- e. Motion - Approval of Request for Proposals - Development of 221 and 225 8th Street
- f. Motion - Approval of Agreement - Sports Facility Consulting Services
- g. Motion - Approval of Amendment #1 to Professional Services Agreement - Booneville Road Reconstruction, South 88th Street to west of South 100th Street
- h. Motion - Approval of Change Order #3 - Woodland Hills Park Tennis and Basketball Courts
- i. Resolution - Approval of 28E Agreement with Iowa Alcoholic Beverages Division - Iowa Pledge Tobacco Compliance Program
- j. Resolution - Accept Work:
 - 1. Holiday Park Parking Lot Repairs
 - 2. Woodland Hills Park Tennis and Basketball Courts
- k. Resolution - Approval of Professional Services Agreements:
 - 1. MidAmerican Energy Company RecPlex - Commissioning
 - 2. MidAmerican Energy Company RecPlex - Owner's Representative Services
 - 3. Public Safety Station 21 Flat Roof Replacement
 - 4. Public Services Facility and Public Safety Stations 17, 18 and 19 Garage Door Replacement
 - 5. West Public Services Facility Commissioning
- l. Resolution - Approval and Acceptance of Purchase Agreements and Property Interests - Project Osmium Public Infrastructure (Veterans Parkway, SW 60th Street to SW Wild Rose Lane)
- m. Motion - Approval of Subcommittee Recommendation - Redevelopment Funding Programs in Historic West Des Moines
- n. Proclamation - Extra Mile Day - November 1, 2018

5. Old Business

- a. The Shoppes at Valley West, 3330 Westown Parkway - Amend Valley South/Watson Planned Unit Development (PUD) for Development Standards and Regulations - The Shoppes at Valley West, LLC
 - 1. Ordinance - Approval of Second, Third Readings and Final Adoption
- b. Grand Ridge Urban Renewal Area - City Initiated
 - 1. Ordinance - Approval of Second, Third Readings and Final Adoption

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

- a. 2017-2018 FY Community Development Block Grant Program - Consolidated Annual Performance Evaluation Report (CAPER) - City Initiated
 - 1. Resolution - Approval of CAPER
- b. 2018-19 FY Operating and Capital Budget - Amendment #2 - City Initiated
 - 1. Resolution - Approval of Budget Amendment #2

- c. Grand Avenue Trail - Fuller Road to Jordan Creek - City Initiated
 - 1. Resolution - Approval of Plans and Specifications
 - 2. Motion - Receive and File Report of Bids
 - 3. Resolution - Award Contract

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

7. New Business

- a. Covenant Cove, southeast corner of Bishop Drive and 98th Street - Phased Site Plan for Footings and Foundations - Covenant Cove, LLC
 - 1. Resolution - Approval of Phased Site Plan

- b. Veterans Parkway Enhancements Folded Flags, northeast corner of SE Browns Woods Drive and Veterans Parkway - Site Plan for Site Improvements to Accommodate Folded Flag Art Display - City of West Des Moines
 - 1. Resolution - Approval of Site Plan

- c. Parkways Hy-Vee Fast & Fresh, 425 South Jordan Creek Parkway - Approval of Plat-of-Survey - Hurd Parkway, LLC
 - 1. Resolution - Approval and Release of Plat-of-Survey

- d. W & G McKinney Farms Plat-of-Survey, south side of Grand Avenue and east of South Jordan Creek Parkway - Approval of Plat-of-Survey to Create Parcel for Ownership Transfer - W & G McKinney Farms, LC
 - 1. Resolution - Approval and Release of Plat-of-Survey

- e. Amendment to City Code - Title 2 (Boards and Commissions), Chapter 13 (Sister Cities Commission), Section 4 (Qualifications) - Revise the Qualifications for Sister Cities Commission Members - City Initiated
 - 1. Ordinance - Approval of First Reading

8. Receive, File and/or Refer

- a. Ila Plasencia Resignation - Human Rights Commission

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.

October 15, 2018

West Des Moines City Council Proceedings
Monday, October 15, 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, October 15, 2018 at 5:30 PM. Council members present were: R. Hardman, J. Mickelson, J. Sandager, K. Trevillyan, and R. Trimble.

City Clerk Ryan Jacobson stated staff is recommending an amendment to agenda Item 7(b) Hy-Vee Fast and Fresh Site Plan, as the address listed should be corrected to 9150 University Avenue.

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

Vote 18-567: Hardman, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

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

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

Eighth grade students Noah Kennedy, Greg Holm, Alayna Nelson, and Lillian Tuai from Indian Hills Junior High School presented on the "Farewell 125" celebration, which will be held on Saturday, October 20th.

Council member Trimble reported the Finance and Administration Subcommittee met and discussed future funding options for the Des Moines Area Regional Transit Authority (DART) and budget amendment #2. He also attended the Fire Department pancake breakfast on Saturday, October 13, which was very well attended.

Council member Mickelson wished a happy birthday to City Manager Tom Hadden. He reported he attended a meeting of the Development and Planning Subcommittee, where discussion was held on the entrance signage project and a proposed Steak 'n Shake restaurant.

Council member Hardman attended the West Des Moines Chamber of Commerce luncheon, where City staff presented on the comprehensive plan update. She also attended the training session on "Equity & Inclusion in America's Changing Racial Landscape." She reported the Public Safety Subcommittee met and discussed the crossing guard program and saw the new mural in the police station. She also attended the Police Department's recruiting open house and the Fire Department pancake breakfast. She stated she was interviewed by students from Stillwell Junior High School for a project related to the "Farewell 125" celebration.

October 15, 2018

City Manager Tom Hadden reported a breakfast meeting will be held Wednesday morning with potential donors for the Central Iowa All Sports and Events Complex, which will kick off the second phase of that project's fundraising effort. At that meeting, an announcement will be made regarding a naming sponsor for the project.

On Item 4. Consent Agenda.

It was moved by Trimble, second by Hardman to approve the consent agenda as presented.

- a. Approval of Minutes of October 1, 2018 Meeting
- b. Approval of Bill Lists
- c. Approval of Liquor Licenses:
 1. Casey's Marketing Company, d/b/a Casey's General Store #2150, 2125 Grand Avenue - Add Carryout Wine to Existing Class BC Beer Permit
 2. Casey's Marketing Company d/b/a Casey's General Store #2297, 108 8th Street - Add Carryout Wine to Existing Class BC Beer Permit
 3. Casey's Marketing Company d/b/a Casey's General Store #3098, 125 Grand Avenue - Add Carryout Wine to Existing Class LE Liquor License
 4. Firebirds of West Des Moines, LLC d/b/a Firebirds Wood Fired Grill, 440 South 68th Street, Suite 101 - Class LC Liquor License with Sunday Sales - Renewal
 5. Kinseth Hospitality Company, Inc. d/b/a Holiday Inn Express & Suites, 240 Jordan Creek Parkway - Class LB Liquor License with Sunday Sales - New
 6. Hy-Vee, Inc. d/b/a Hy-Vee Meeting Room, 1725 Jordan Creek Parkway - Transfer Location Temporarily to 1236 Jordan Creek Parkway (SpringHill Suites) - October 24-26, 2018
 7. Jethro's and Jaspers, Inc. d/b/a Jethro's Jambalaya, 9350 University Avenue - Class LC Liquor License with Sunday Sales, Outdoor Service, and Catering Privileges - Renewal
 8. Pho Shobu, LLC d/b/a Pho Shobu, 8950 University Avenue, Suite 103 - Class LC Liquor License with Sunday Sales - Renewal
 9. Riley Drive Entertainment V, Inc., d/b/a Taco Hangover, 265 50th Street - Class LC Liquor License with Sunday Sales, Outdoor Service, and Catering Privileges - Renewal
- d. Approval for Order of Violation of Alcohol Laws
- e. Approval of Tobacco Permit
- f. Approval of Revised 2018-19 Committee and Other Assignments
- g. Approval of Purchase and Payment - SAN Storage Refresh
- h. Approval of Memorandum of Understanding - Holiday Park Well House Buildings
- i. Approval of Change Orders:
 1. Holiday Park Parking Lot Repairs, #2
 2. Valley View Park Shelter, Restroom and Volleyball Courts, #2
- j. Order Construction:
 1. 2018 Durable Pavement Markings

October 15, 2018

2. 62nd and Railroad Gate Structure Repairs
3. Valley West Drive and Westown Parkway Storm Sewer Improvements
- k. Accept Work - Public Safety Station 21 HVAC Improvements
- l. Approval of Professional Services Agreement - Grand Avenue, South Jordan Creek Parkway to South 88th Street
- m. Approval to Initiate Development Agreement - RB WDM Grand, LLC
- n. Approval and Acceptance of Purchase Agreement for Property for the Central Iowa All Sports and Events Complex - W&G McKinney Farms, LC and West Grand Business Park Commercial Property Owner's Association

Vote 18-568: Hardman, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

On Item 5 - Old Business: no items

On Item 6(a) Mayor Gaer indicated this was the time and place for a public hearing to consider Grand Ridge Urban Renewal Area, 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 October 5, 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 Urban Renewal Plan.

Vote 18-569: Hardman, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

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

Vote 18-570: 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 Sandager to approve the first reading of the ordinance.

Vote 18-571: Hardman, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

October 15, 2018

On Item 6(b) Mayor Gaer indicated this was the time and place for a public hearing to consider Veterans Parkway - SW 60th Street to SW Wild Rose Lane, 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 October 5, 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 McAninch Corporation.

Vote 18-572: Hardman, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

On Item 6(c) Mayor Gaer indicated this was the time and place for a public hearing to consider City Hall Renovations, 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 October 5, 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 Lang Construction Group.

Council member Trevillyan expressed concerns that the low bid was significantly over the estimate, and he inquired how staff plans to pay for the project.

Tim Stiles, Finance Director, responded staff plans to work with the contractor to redesign some components of the project to reduce the cost. He stated staff had identified cash in the general fund as the funding source for this project, which is now expected to end FY 2018 with a surplus that would help cover the additional cost. He noted there is also a possibility of using money from special revenue funds that are overfunded.

Council member Mickelson inquired if staff is confident that the quality of work from this contractor will be built to last long-term and not need additional work to be done sooner than expected, as has been the case with some other city facility projects.

October 15, 2018

Mr. Stiles responded this contractor has a good reputation, and since the bids were tight, the bidders likely had a good understanding of the project. He also noted the City hired a Facilities Engineer that is actively overseeing the project.

Council member Trevillyan inquired who will be handling inspections throughout the construction process

Brian Hemesath, City Engineer, responded Josh Clayworth, Facilities Engineer, will oversee the engineers and architects throughout the project, and the City will also contract out for commissioning of the project.

Vote 18-573: Hardman, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

On Item 6(d) Mayor Gaer indicated this was the time and place for a public hearing to consider 2018 Sewer Cleaning and Televising 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 October 5, 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 Diversified Infrastructure Services.

Vote 18-574: Hardman, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

On Item 7(a) Kings Grove Townhomes, 9975 Booneville Road - Subdivide Property into 90 Lots and One Outlot for a Townhome Development, initiated by King's Grove, LLC

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

Vote 18-575: Hardman, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

On Item 7(b) Hy-Vee Fast and Fresh, 9150 University Avenue - Construction of a 7,925 sq. ft. Convenience Store with Gas and Drive-Thru Coffee Shop, initiated by Hy-Vee, Inc.

October 15, 2018

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

Vote 18-576: Hardman, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

On Item 7(c) Mercy Clinic Grand, 1525 and 1535 Grand Avenue - Phased Site Plan for Footings, Foundations, and Private Utilities, initiated by Downing Construction

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

Vote 18-577: Hardman, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

On Item 7(d) Xcaret Club and Lounge, LLC d/b/a Xcaret Club and Lounge, 2700 University Avenue, Suite 200 - Class LC Liquor License - New

City Attorney Dick Scieszinski reported a previous application was submitted from Xcaret Club and Lounge, LLC under the ownership of Jorge Sanchez, but was denied by the City Council due to multiple criminal violations that were not disclosed on his application. The applicant has since transferred the ownership of the corporation to Maria Mendoza, who is married to Jorge Sanchez, and submitted a new application. He noted Ms. Mendoza has no criminal record, and the applicant has indicated she will be the manager of this business, while Mr. Sanchez will have very limited involvement; therefore staff is recommending approval of this application.

Police Chief Chris Scott responded to questions from the Council, stating if the Police Department is able to document and prove that Mr. Sanchez has more involvement with the business than was indicated during the application process, the City could have grounds to deny the renewal of their liquor license. He also stated the Police Department will provide the applicant information about the TIPS training program.

Maria Mendoza, owner of Xcaret Club and Lounge, LLC, stated she wants the opportunity to have a successful business.

It was moved by Trimble, second by Hardman to adopt Motion - Approval of Liquor License Application.

Vote 18-578: Hardman, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

October 15, 2018

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

On Item 9 - Other Matters: none

The meeting was adjourned at 6:08 p.m.

Respectfully submitted,

Ryan T. Jacobson, CMC
City Clerk

ATTEST:

Steven K. Gaer, Mayor

CITY OF WEST DES MOINES CITY COUNCIL MEETING COMMUNICATION

ITEM: Motion – Approval of Bill Lists

DATE: October 29, 2018

FINANCIAL IMPACT: Section 1-10-3(b) of the West Des Moines City Code provides that no disbursement shall be made from a fund unless such disbursement is authorized by law, ordinance or resolution, was properly budgeted, and supported by a claim approved by the City Council. 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 staff, are, with this agenda item, being submitted to the City Council for approval:

Regular Bi-Weekly Claims	10/29/18	\$ 3,268,868.17
EFT Claims	10/29/18	\$ 555,897.78
Control Pay	10/29/18	\$ 255,510.43
End of Month & Off-Cycle	10/02/18 to 11/11/18	\$ 13,916.38

RECOMMENDATION: Move to approve Bill Lists as presented.

Lead Staff Member: Tim Stiles, Finance Director

STAFF REVIEWS

Department Director	
Appropriations/Finance	
Legal	
Agenda Acceptance	

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	
Date Reviewed	
Recommendation	

City of West Des Moines
City Council Report
 Bank Account: WB VENDOR DISB - WB Vendor Disbursement
 Batch Date: 10/29/2018

Type	Date	Number Source	Payee Name	Transaction Amount
Bank Account: WB VENDOR DISB - WB Vendor Disbursement				
Check	10/29/2018	309996 Accounts Payable	A KLEEN SWEEP VACUUM CENTER	43.00
Check	10/29/2018	309997 Accounts Payable	A+ LAWN AND LANDSCAPE	750.00
Check	10/29/2018	309998 Accounts Payable	ABACI CONSULTING INC	5,650.50
Check	10/29/2018	309999 Accounts Payable	AGRILAND FS INC	1,095.20
Check	10/29/2018	310000 Accounts Payable	AHLERS & COONEY	457.50
Check	10/29/2018	310001 Accounts Payable	ALLIANCE CONSTRUCTION GROUP LLC	189,063.01
Check	10/29/2018	310002 Accounts Payable	ALPINE CARPET SERVICE	700.00
Check	10/29/2018	310003 Accounts Payable	AMERICAN HERITAGE HOMES	4,067.13
Check	10/29/2018	310004 Accounts Payable	AMERICAN SECURITY LLC	3,652.20
Check	10/29/2018	310005 Accounts Payable	AMERIGROUP	1,333.71
Check	10/29/2018	310006 Accounts Payable	AUREON NETWORK SERVICES	4,203.32
Check	10/29/2018	310007 Accounts Payable	BELLA HOMES	2,618.43
Check	10/29/2018	310008 Accounts Payable	BEN SCHULTE CONSTRUCTION	2,498.49
Check	10/29/2018	310009 Accounts Payable	BING BANG LLC	9,191.57
Check	10/29/2018	310010 Accounts Payable	BJ STORAGE	2,570.95
Check	10/29/2018	310011 Accounts Payable	BOUND TREE MEDICAL LLC	2,091.18
Check	10/29/2018	310012 Accounts Payable	BRILAR LLC	4,573.86
Check	10/29/2018	310013 Accounts Payable	BROTHERS COMPANY BUILDERS	3,795.78
Check	10/29/2018	310014 Accounts Payable	BUELOW , LISA	138.00
Check	10/29/2018	310015 Accounts Payable	CAPPEL'S ACE HARDWARE	15.97
Check	10/29/2018	310016 Accounts Payable	CARL , ALEX	162.00
Check	10/29/2018	310017 Accounts Payable	CCS HOMES	2,454.13
Check	10/29/2018	310018 Accounts Payable	CENTRAL IOWA FLORAL INC	381.25
Check	10/29/2018	310019 Accounts Payable	CENTURYLINK	5,716.88
Check	10/29/2018	310020 Accounts Payable	CIVIL DESIGN ADVANTAGE LLC	30,305.63
Check	10/29/2018	310021 Accounts Payable	CIVIL ENGINEERING CONSULTANTS	500.00
Check	10/29/2018	310022 Accounts Payable	CLARK , JAYLA	210.00
Check	10/29/2018	310023 Accounts Payable	CLIENTFIRST CONSULTING GROUP	3,052.50
Check	10/29/2018	310024 Accounts Payable	COMMERCIAL INVESTMENT PROPERTIES	1,150.00
Check	10/29/2018	310025 Accounts Payable	CONCRETE CONNECTION LLC	9,526.69
Check	10/29/2018	310026 Accounts Payable	CONCRETE TECHNOLOGIES INC	16,032.53
Check	10/29/2018	310027 Accounts Payable	CONSTRUCTION & AGGREGATE PRODUCTS INC	227.80

City of West Des Moines
City Council Report
 Bank Account: WB VENDOR DISB - WB Vendor Disbursement
 Batch Date: 10/29/2018

Type	Date	Number Source	Payee Name	Transaction Amount
Check	10/29/2018	310028 Accounts Payable	CREATIVE BUILDING VENTURES	1,615.64
Check	10/29/2018	310029 Accounts Payable	CREATIVE GENIUSES	402.30
Check	10/29/2018	310030 Accounts Payable	CTI READY MIX LLC	1,250.00
Check	10/29/2018	310031 Accounts Payable	DAVE GRYP CONSTRUCTION INC	3,828.50
Check	10/29/2018	310032 Accounts Payable	DAVIS BROWN LAW FIRM	1,036.00
Check	10/29/2018	310033 Accounts Payable	DB HOMES	3,523.41
Check	10/29/2018	310034 Accounts Payable	DES MOINES BICYCLE COLLECTIVE	3,750.00
Check	10/29/2018	310035 Accounts Payable	DES MOINES GOLF & COUNTRY CLUB	47.99
Check	10/29/2018	310036 Accounts Payable	DICKEY , PHIL	2,826.00
Check	10/29/2018	310037 Accounts Payable	DJR CONSTRUCTION	6,127.82
Check	10/29/2018	310038 Accounts Payable	DRAKE COMPANIES	29,221.56
Check	10/29/2018	310039 Accounts Payable	DREAMSCAPE HOMEBUILDERS	6,474.72
Check	10/29/2018	310040 Accounts Payable	ELDER CORPORATION	172,402.33
Check	10/29/2018	310041 Accounts Payable	EMBARC	500.00
Check	10/29/2018	310042 Accounts Payable	EMBLEM ENTERPRISES INC	861.25
Check	10/29/2018	310043 Accounts Payable	EMSLRC	20.00
Check	10/29/2018	310044 Accounts Payable	ENGLER EMBROIDERY	97.50
Check	10/29/2018	310045 Accounts Payable	ESO SOLUTIONS INC	495.00
Check	10/29/2018	310046 Accounts Payable	EXTENSIS	890.00
Check	10/29/2018	310047 Accounts Payable	FASTENAL COMPANY	148.50
Check	10/29/2018	310048 Accounts Payable	FELDMAN , AIDAN DEAN	100.00
Check	10/29/2018	310049 Accounts Payable	FERGUSON , JULIE	253.00
Check	10/29/2018	310050 Accounts Payable	FETIC , ELVIRA	1,187.30
Check	10/29/2018	310051 Accounts Payable	FETIC , ERMIN	1,188.41
Check	10/29/2018	310052 Accounts Payable	FETIC , SEMIR	1,240.08
Check	10/29/2018	310053 Accounts Payable	FLORIST DISTRIBUTING, INC.	453.96
Check	10/29/2018	310054 Accounts Payable	FORKLIFTS OF DES MOINES	153.59
Check	10/29/2018	310055 Accounts Payable	FRAMPTON HOMES	2,062.87
Check	10/29/2018	310056 Accounts Payable	GALLAGHER BENEFIT SERVICES INC	2,450.00
Check	10/29/2018	310057 Accounts Payable	GBA SYSTEMS INTEGRATORS LLC	6,290.00
Check	10/29/2018	310058 Accounts Payable	GENERAL TRAFFIC CONTROLS INC	38,528.00
Check	10/29/2018	310059 Accounts Payable	GENESIS HOMES OF IOWA LLC	2,718.59
Check	10/29/2018	310060 Accounts Payable	GEORGE BUTLER ASSOCIATES INC	8,385.00
Check	10/29/2018	310061 Accounts Payable	GLEN OAKS COUNTRY CLUB	894.00
Check	10/29/2018	310062 Accounts Payable	GOLDEN VALLEY SUPPLY OF IA	250.78

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Type	Date	Number Source	Payee Name	Transaction Amount
Check	10/29/2018	310063 Accounts Payable	GRAYBAR ELECTRIC CO INC	47.00
Check	10/29/2018	310064 Accounts Payable	GRAYHAWK HOMES OF IOWA	1,532.27
Check	10/29/2018	310065 Accounts Payable	GRIMES ASPHALT & PAVING	684.50
Check	10/29/2018	310066 Accounts Payable	HANNAH HOMES INC	2,539.69
Check	10/29/2018	310067 Accounts Payable	HAPPE HOMES	3,590.23
Check	10/29/2018	310068 Accounts Payable	HARRISON TRUCK CENTERS	40.96
Check	10/29/2018	310069 Accounts Payable	HEARTLAND CO-OP	227.03
Check	10/29/2018	310070 Accounts Payable	HENDERSON PRODUCTS, INC	500.00
Check	10/29/2018	310071 Accounts Payable	HERBERGER CONSTRUCTION	471,564.68
Check	10/29/2018	310072 Accounts Payable	HERITAGE MICROBIAL CONTROL LLC	650.00
Check	10/29/2018	310073 Accounts Payable	HIGHLINE CORPORATION	3,600.00
Check	10/29/2018	310074 Accounts Payable	HILLTOP TIRE SERVICE	91.79
Check	10/29/2018	310075 Accounts Payable	HOME DEPOT CREDIT SERVICES	35.48
Check	10/29/2018	310076 Accounts Payable	HUBBELL REALTY	81,877.62
Check	10/29/2018	310077 Accounts Payable	HUMMEL , RUTH	50.00
Check	10/29/2018	310078 Accounts Payable	HY VEE INC	29.20
Check	10/29/2018	310079 Accounts Payable	IN THE BAG LLC	275.95
Check	10/29/2018	310080 Accounts Payable	INCENTIVE SERVICES INC	1,925.72
Check	10/29/2018	310081 Accounts Payable	INGAMELLS COMMERCIAL FLOORING	5,243.00
Check	10/29/2018	310082 Accounts Payable	INTERSTATE ALL BATTERY CENTER	55.70
Check	10/29/2018	310083 Accounts Payable	IOWA CUBS SPORTS TURF MNGT	11,767.00
Check	10/29/2018	310084 Accounts Payable	IOWA DEPARTMENT OF TRANSPORTATION	1,350.30
Check	10/29/2018	310085 Accounts Payable	IOWA INTERSTATE RAILROAD LTD	412.17
Check	10/29/2018	310086 Accounts Payable	IOWA NATIVE TREES AND SHRUBS	660.00
Check	10/29/2018	310087 Accounts Payable	IOWA ONE CALL	1,108.80
Check	10/29/2018	310088 Accounts Payable	IYER , DEEPA	650.00
Check	10/29/2018	310089 Accounts Payable	JCG LAND SERVICES INC	420.00
Check	10/29/2018	310090 Accounts Payable	JERRY BUSSANMAS LLC	29,617.91
Check	10/29/2018	310091 Accounts Payable	JM IMPRESSIONS ART & DESIGN	8,880.00
Check	10/29/2018	310092 Accounts Payable	JOHN HEMRY LLC	4,100.00
Check	10/29/2018	310093 Accounts Payable	K&V HOMES INC	13,130.39
Check	10/29/2018	310094 Accounts Payable	KALDENBERG'S PBS LANDSCAPING	427.50
Check	10/29/2018	310095 Accounts Payable	KH DEVELOPMENT	20,991.71
Check	10/29/2018	310096 Accounts Payable	KIMBERLEY DEVELOPMENT	17,754.40

City of West Des Moines
City Council Report
 Bank Account: WB VENDOR DISB - WB Vendor Disbursement
 Batch Date: 10/29/2018

Type	Date	Number Source	Payee Name	Transaction Amount
Check	10/29/2018	310097 Accounts Payable	KJW DIVERSIFIED SERVICES	4,666.67
Check	10/29/2018	310098 Accounts Payable	KLAHN , RICHARD	69.00
Check	10/29/2018	310099 Accounts Payable	KLOCKE'S EMERGENCY VEHICLES	106.53
Check	10/29/2018	310100 Accounts Payable	KNOWLTON , RICKY	81.73
Check	10/29/2018	310101 Accounts Payable	KRONOS SAASHR INC	51,229.04
Check	10/29/2018	310102 Accounts Payable	L N CURTIS AND SONS	145.10
Check	10/29/2018	310103 Accounts Payable	LACINA , WENDY	552.00
Check	10/29/2018	310104 Accounts Payable	LANE , PRESTON	1,196.67
Check	10/29/2018	310105 Accounts Payable	LANGUAGE LINE SERVICES	245.46
Check	10/29/2018	310106 Accounts Payable	LASER RESOURCES	72.16
Check	10/29/2018	310107 Accounts Payable	LINK ASSOCIATES	1,360.00
Check	10/29/2018	310108 Accounts Payable	LOWE'S HOME CENTER INC	435.99
Check	10/29/2018	310109 Accounts Payable	LYONS , DAVID JOSEPH	15,000.00
Check	10/29/2018	310110 Accounts Payable	M&M COMMERCIAL CLEANING	2,069.94
Check	10/29/2018	310111 Accounts Payable	MARK KRIS MODERN HOMES	1,974.72
Check	10/29/2018	310112 Accounts Payable	MCFADDEN , HAROLD	138.00
Check	10/29/2018	310113 Accounts Payable	MEADOWBROOK BUILDERS	21,340.23
Check	10/29/2018	310114 Accounts Payable	MEMIC , KASIM	1,334.87
Check	10/29/2018	310115 Accounts Payable	MERCEDES-BENZ OF DES MOINES	802.66
Check	10/29/2018	310116 Accounts Payable	MERCY WEST PHARMACY	389.93
Check	10/29/2018	310117 Accounts Payable	MERRITT COMPANY INC	1,907.00
Check	10/29/2018	310118 Accounts Payable	MIDAMERICAN ENERGY	9,437.96
Check	10/29/2018	310119 Accounts Payable	MIDAMERICAN- DM-WDM TL	66.00
Check	10/29/2018	310120 Accounts Payable	MIDAMERICAN-CLIVE-WDM TL	578.26
Check	10/29/2018	310121 Accounts Payable	MIDWEST CONTRACTING AND CONSTRUCTION	2,448.62
Check	10/29/2018	310122 Accounts Payable	MINTURN INC	5,871.00
Check	10/29/2018	310123 Accounts Payable	MOSHER , ROBERT	1,256.12
Check	10/29/2018	310124 Accounts Payable	MPS ENGINEERS	73,098.88
Check	10/29/2018	310125 Accounts Payable	NELLIES VENDING	231.25
Check	10/29/2018	310126 Accounts Payable	NEXT STEP HOMES	1,299.28
Check	10/29/2018	310127 Accounts Payable	NINE23, LLC	4,500.00
Check	10/29/2018	310128 Accounts Payable	NJREC INC	2,702.49
Check	10/29/2018	310129 Accounts Payable	NORTHERN ESCROW INC FBO SYNERGY CONTRACTING LLC	214,231.27
Check	10/29/2018	310130 Accounts Payable	O'HALLORAN INTERNATIONAL INC	534,792.61

City of West Des Moines
City Council Report
 Bank Account: WB VENDOR DISB - WB Vendor Disbursement
 Batch Date: 10/29/2018

Type	Date	Number Source	Payee Name	Transaction Amount	
Check	10/29/2018	310131	Accounts Payable	O'HERN , KINSEY	184.00
Check	10/29/2018	310132	Accounts Payable	OLSON ALUMINUM CASTINGS	611.63
Check	10/29/2018	310133	Accounts Payable	OPN ARCHITECTS	2,359.00
Check	10/29/2018	310134	Accounts Payable	ORTON HOMES	46,161.99
Check	10/29/2018	310135	Accounts Payable	OVATION NETWORKS INC	317,438.90
Check	10/29/2018	310136	Accounts Payable	PAINE DEVELOPMENT GROUP	1,140.14
Check	10/29/2018	310137	Accounts Payable	PALMER GROUP	2,282.00
Check	10/29/2018	310138	Accounts Payable	PATTERSON , CHRISTINE	38.79
Check	10/29/2018	310139	Accounts Payable	PEAK DISTRIBUTING	391.50
Check	10/29/2018	310140	Accounts Payable	PER MAR SECURITY	1,106.43
Check	10/29/2018	310141	Accounts Payable	PERIN , MARDEEN	112.45
Check	10/29/2018	310142	Accounts Payable	PIETZSCH , BRADLEY	1,266.44
Check	10/29/2018	310143	Accounts Payable	POKORNY CONSULTING	685.07
Check	10/29/2018	310144	Accounts Payable	POWERPLAN	407.45
Check	10/29/2018	310145	Accounts Payable	PRAIRIE AG SUPPLY	11.55
Check	10/29/2018	310146	Accounts Payable	Q3 CONTRACTING INC	4,166.19
Check	10/29/2018	310147	Accounts Payable	RDG PLANNING & DESIGN	2,762.15
Check	10/29/2018	310148	Accounts Payable	RELIANT FIRE APPARATUS INC	162.52
Check	10/29/2018	310149	Accounts Payable	ROBERTS , ROBERT	26.00
Check	10/29/2018	310150	Accounts Payable	ROUNDED MINDS INC	550.00
Check	10/29/2018	310151	Accounts Payable	ROY'S TOWING AND RECOVERY	150.00
Check	10/29/2018	310152	Accounts Payable	SCHROEDER , CURT	172.79
Check	10/29/2018	310153	Accounts Payable	SEH INC	1,042.89
Check	10/29/2018	310154	Accounts Payable	SELZER & COMPANY	16,000.00
Check	10/29/2018	310155	Accounts Payable	SIXTA , ANDREW	69.00
Check	10/29/2018	310156	Accounts Payable	SM HENTGES & SONS INC	69,663.66
Check	10/29/2018	310157	Accounts Payable	SMITH'S SEWER SERVICE INC	85.00
Check	10/29/2018	310158	Accounts Payable	SNAP-ON TOOLS- MARK STUCHEL	112.45
Check	10/29/2018	310159	Accounts Payable	SPRINT	284.14
Check	10/29/2018	310160	Accounts Payable	SPRINT	279.93
Check	10/29/2018	310161	Accounts Payable	STATE HYGIENIC LAB	39.00
Check	10/29/2018	310162	Accounts Payable	STEW HANSEN DODGE CITY JEEP	120.75
Check	10/29/2018	310163	Accounts Payable	STORAGE MART 1052	521.49
Check	10/29/2018	310164	Accounts Payable	STOREY-KENWORTHY CO	255.00
Check	10/29/2018	310165	Accounts Payable	TESKA ASSOCIATES INC	8,944.79

City of West Des Moines
City Council Report
 Bank Account: WB VENDOR DISB - WB Vendor Disbursement
 Batch Date: 10/29/2018

Type	Date	Number Source	Payee Name	Transaction Amount
Check	10/29/2018	310166 Accounts Payable	THE CONCRETE COMPANY INC	98,514.74
Check	10/29/2018	310167 Accounts Payable	THE DART GROUP LLC	2,450.00
Check	10/29/2018	310168 Accounts Payable	THE GRAVEDIGGER LLC	1,150.00
Check	10/29/2018	310169 Accounts Payable	TOP SHELF OF CENTRAL IOWA LLC	2,397.82
Check	10/29/2018	310170 Accounts Payable	TRIPLE R BUILDERS	5,527.75
Check	10/29/2018	310171 Accounts Payable	TRIZETTO PROVIDER SOLUTIONS	350.96
Check	10/29/2018	310172 Accounts Payable	TRUE VALUE & V&S VARIETY STORE	241.90
Check	10/29/2018	310173 Accounts Payable	UNITED METHODIST CHURCH	500.00
Check	10/29/2018	310174 Accounts Payable	UNITED REFRIGERATION INC.	70.22
Check	10/29/2018	310175 Accounts Payable	UNITYPOINT HEALTH HOSPITALS	25.00
Check	10/29/2018	310176 Accounts Payable	VANWALL EQUIPMENT	710.06
Check	10/29/2018	310177 Accounts Payable	VENTURE HOMES	16,878.10
Check	10/29/2018	310178 Accounts Payable	VERIZON WIRELESS	10,992.53
Check	10/29/2018	310179 Accounts Payable	VISION SERVICE PLAN	453.20
Check	10/29/2018	310180 Accounts Payable	WASTE SOLUTIONS OF IOWA	486.00
Check	10/29/2018	310181 Accounts Payable	WATCHGUARD VIDEO	750.00
Check	10/29/2018	310182 Accounts Payable	WEST DES MOINES COMM SCHOOLS - FACILITIES	2,334.18
Check	10/29/2018	310183 Accounts Payable	WESTWARD PROPERTIES LLC	17,718.45
Check	10/29/2018	310184 Accounts Payable	WEX BANK	728.77
Check	10/29/2018	310185 Accounts Payable	WIN WATCH LLC	285.00
Check	10/29/2018	310186 Accounts Payable	ZIEGLER INC	98.47
Check	10/29/2018	310187 Accounts Payable	BANKERS TRUST	4,231.50
Check	10/29/2018	310188 Accounts Payable	BOWEN , GARY	5,080.00
Check	10/29/2018	310189 Accounts Payable	DMACC	15.00
Check	10/29/2018	310190 Accounts Payable	KINGS LANDING LLC	40,149.56
Check	10/29/2018	310191 Accounts Payable	LIBERTY TIRE RECYCLING LLC	330.00
Check	10/29/2018	310192 Accounts Payable	TIBURON LLC	57,363.69
Check	10/29/2018	310193 Accounts Payable	FLINN FARMS LLC	257,024.50
Check	10/29/2018	310194 Accounts Payable	IOWA MUNICIPAL ATTORNEYS ASSOC	200.00
Check	10/29/2018	310195 Accounts Payable	LEON , FREDERICK	8,769.00
Check	10/29/2018	310196 Accounts Payable	MADISON COUNTY TREASURER	293.00
Check	10/29/2018	310197 Accounts Payable	APCO INTERNATIONAL INC	856.00
Check	10/29/2018	310198 Accounts Payable	ICMA MEMBERSHIP RENEWALS	200.00
Check	10/29/2018	310199 Accounts Payable	PETTY CASH	721.93

City of West Des Moines
City Council Report
 Bank Account: WB VENDOR DISB - WB Vendor Disbursement
 Batch Date: 10/29/2018

Type	Date	Number Source	Payee Name	Transaction Amount
EFT	10/29/2018	2376 Accounts Payable	AECOM TECHNICAL SERVICES INC	2,957.38
EFT	10/29/2018	2377 Accounts Payable	ARNOLD MOTOR SUPPLY LLP	1,476.32
EFT	10/29/2018	2378 Accounts Payable	BAUER BUILT	3,653.32
EFT	10/29/2018	2379 Accounts Payable	BAYLESS , RON	184.00
EFT	10/29/2018	2380 Accounts Payable	BROWNELLS INC	615.94
EFT	10/29/2018	2381 Accounts Payable	CALIPER CORPORATION	1,200.00
EFT	10/29/2018	2382 Accounts Payable	CDW GOVERNMENT INC	20,050.00
EFT	10/29/2018	2383 Accounts Payable	CENTERPOINT ENERGY SVCS RETAIL	1,665.93
EFT	10/29/2018	2384 Accounts Payable	DESIGN ALLIANCE INC	1,877.67
EFT	10/29/2018	2385 Accounts Payable	EMC RISK SERVICES	9,038.52
EFT	10/29/2018	2386 Accounts Payable	ENTENMANN ROVIN CO	114.50
EFT	10/29/2018	2387 Accounts Payable	EVS CONSULTING	2,856.00
EFT	10/29/2018	2388 Accounts Payable	EXCEL MECHANICAL INC	18,389.22
EFT	10/29/2018	2389 Accounts Payable	FACTORY MOTOR PARTS CO.	193.64
EFT	10/29/2018	2390 Accounts Payable	FOTH INFRASTRUCTURE & ENVIRONMENT LLC	105,201.56
EFT	10/29/2018	2391 Accounts Payable	HAWN , KIMBERLY	138.00
EFT	10/29/2018	2392 Accounts Payable	HR GREEN CO	28,772.25
EFT	10/29/2018	2393 Accounts Payable	INGERSOLL-RAND CO	324.95
EFT	10/29/2018	2394 Accounts Payable	IOWA DEPARTMENT OF PUBLIC SAFETY	504.00
EFT	10/29/2018	2395 Accounts Payable	ISG	42,638.50
EFT	10/29/2018	2396 Accounts Payable	KECK ENERGY	19,185.35
EFT	10/29/2018	2397 Accounts Payable	KELTEK INC	120,313.62
EFT	10/29/2018	2398 Accounts Payable	KIRKHAM MICHAEL & ASSOC	73,755.26
EFT	10/29/2018	2399 Accounts Payable	MANKLE , BRUCE	600.58
EFT	10/29/2018	2400 Accounts Payable	MCCLURE ENGINEERING COMPANY	69,341.50
EFT	10/29/2018	2401 Accounts Payable	MCCUBBIN , COURTNEY	340.00
EFT	10/29/2018	2402 Accounts Payable	MILES CAPITAL	5,865.53
EFT	10/29/2018	2403 Accounts Payable	MOBOTREX INC	1,670.00
EFT	10/29/2018	2404 Accounts Payable	NAPA	103.98
EFT	10/29/2018	2405 Accounts Payable	PARKER , SATONIUS	156.00
EFT	10/29/2018	2406 Accounts Payable	PFM FINANCIAL ADVISORS LLC	10,000.00
EFT	10/29/2018	2407 Accounts Payable	PORTZ , BRIAN	164.64
EFT	10/29/2018	2408 Accounts Payable	RELIABLE MAINTENANCE	5,780.00
EFT	10/29/2018	2409 Accounts Payable	SHIELDS , CHARLES	138.00

City of West Des Moines
City Council Report
 Bank Account: WB VENDOR DISB - WB Vendor Disbursement
 Batch Date: 10/29/2018

Type	Date	Number Source	Payee Name	Transaction Amount
EFT	10/29/2018	2410 Accounts Payable	SHIVE-HATTERY INC	1,052.00
EFT	10/29/2018	2411 Accounts Payable	SWINTON , ASHLEE	1,935.00
EFT	10/29/2018	2412 Accounts Payable	TWEDT , LYNNE	199.00
EFT	10/29/2018	2413 Accounts Payable	TYLER TECHNOLOGIES INC	640.00
EFT	10/29/2018	2414 Accounts Payable	YEAGER , LEMAR	2,788.00
EFT	10/29/2018	2415 Accounts Payable	OUIVERSON , TRAVIS	17.62
WB VENDOR DISB WB Vendor Disbursement Totals:			Transactions: 244	\$3,824,765.95
	Checks:	204	\$3,268,868.17	
	EFTs:	40	\$555,897.78	

City of West Des Moines
City Council Report
 Bank Account: WB CONTROLPAY - WB ControlPay
 Batch Date: 10/29/2018

Type	Date	Number Source	Payee Name	Transaction Amount
Bank Account: WB CONTROLPAY - WB ControlPay				
EFT	10/29/2018	3223 Accounts Payable	ABC ELECTRICAL SERVICES LLC	20,347.76
EFT	10/29/2018	3224 Accounts Payable	ADVENTURE LIGHTING	274.14
EFT	10/29/2018	3225 Accounts Payable	ARAMARK UNIFORM SERVICES	1,606.79
EFT	10/29/2018	3226 Accounts Payable	ARROW STAGE LINES	3,144.00
EFT	10/29/2018	3227 Accounts Payable	CAPITAL SANITARY SUPPLY CO INC	1,815.11
EFT	10/29/2018	3228 Accounts Payable	CITY SUPPLY CORP	17.95
EFT	10/29/2018	3229 Accounts Payable	CLIVE POWER EQUIPMENT	532.21
EFT	10/29/2018	3230 Accounts Payable	COMPETITIVE EDGE	449.85
EFT	10/29/2018	3231 Accounts Payable	DES MOINES REGISTER MEDIA	1,582.82
EFT	10/29/2018	3232 Accounts Payable	ELECTRONIC ENGINEERING	510.00
EFT	10/29/2018	3233 Accounts Payable	EMERGENCY APPARATUS MAINT	445.50
EFT	10/29/2018	3234 Accounts Payable	FELD FIRE	13.66
EFT	10/29/2018	3235 Accounts Payable	FREEDOM TIRE	1,632.24
EFT	10/29/2018	3236 Accounts Payable	G&L CLOTHING	1,790.45
EFT	10/29/2018	3237 Accounts Payable	GALETON GLOVES	185.70
EFT	10/29/2018	3238 Accounts Payable	GALLS LLC	4,205.08
EFT	10/29/2018	3239 Accounts Payable	GOLDEN VALLEY HARDSCAPES	1,552.50
EFT	10/29/2018	3240 Accounts Payable	INLAND TRUCK PARTS CO	1,102.49
EFT	10/29/2018	3241 Accounts Payable	INTOXIMETERS INC	115.00
EFT	10/29/2018	3242 Accounts Payable	IOWA WATER MANAGEMENT CORP	573.07
EFT	10/29/2018	3243 Accounts Payable	LEXISNEXIS RISK SOLUTIONS	137.35
EFT	10/29/2018	3244 Accounts Payable	LOCUTION SYSTEMS INC	18,733.00
EFT	10/29/2018	3245 Accounts Payable	LOGAN CONTRACTORS SUPPLY, INC	119.88
EFT	10/29/2018	3246 Accounts Payable	MENARDS	171.76
EFT	10/29/2018	3247 Accounts Payable	METRO WASTE AUTHORITY	127,965.43
EFT	10/29/2018	3248 Accounts Payable	MID-IOWA SOLID WASTE EQUIPMENT	1,029.27
EFT	10/29/2018	3249 Accounts Payable	NORTHLAND PRODUCTS	2,794.00
EFT	10/29/2018	3250 Accounts Payable	O'REILLY AUTOMOTIVE INC	96.25
EFT	10/29/2018	3251 Accounts Payable	OMNISITE	69.57
EFT	10/29/2018	3252 Accounts Payable	PAY-LESS OFFICE PRODUCTS INC	318.70
EFT	10/29/2018	3253 Accounts Payable	PRAXAIR	524.33
EFT	10/29/2018	3254 Accounts Payable	PRIORITY DISPATCH	18,350.04
EFT	10/29/2018	3255 Accounts Payable	PURCELL PRINTING	143.04
EFT	10/29/2018	3256 Accounts Payable	RELIABLE PROPERTY SERVICES	13,376.72

City of West Des Moines
City Council Report
 Bank Account: WB CONTROLPAY - WB ControlPay
 Batch Date: 10/29/2018

Type	Date	Number Source	Payee Name	Transaction Amount
EFT	10/29/2018	3257 Accounts Payable	REXCO EQUIPMENT INC	67.06
EFT	10/29/2018	3258 Accounts Payable	SECURITY EQUIPMENT INC	168.00
EFT	10/29/2018	3259 Accounts Payable	SITEONE LANDSCAPE SUPPLY LLC	201.71
EFT	10/29/2018	3260 Accounts Payable	SPECIALTY GRAPHICS INC	189.00
EFT	10/29/2018	3261 Accounts Payable	SPRAYER SPECIALTIES INC	1,104.85
EFT	10/29/2018	3262 Accounts Payable	STAR EQUIPMENT LTD	421.11
EFT	10/29/2018	3263 Accounts Payable	STIVERS FORD (CONTROL PAY)	4,540.12
EFT	10/29/2018	3264 Accounts Payable	STREICHERS	5,335.50
EFT	10/29/2018	3265 Accounts Payable	TEAM SERVICES	4,485.93
EFT	10/29/2018	3266 Accounts Payable	THOMSON REUTERS-WEST PAYMENT	290.23
EFT	10/29/2018	3267 Accounts Payable	TOMPKINS INDUSTRIES	117.05
EFT	10/29/2018	3268 Accounts Payable	TRITECH SOFTWARE SYSTEMS	9,000.00
EFT	10/29/2018	3269 Accounts Payable	VAISALA INC	990.00
EFT	10/29/2018	3270 Accounts Payable	WEST GRAND GOLF INC	540.00
EFT	10/29/2018	3271 Accounts Payable	ZOLL MEDICAL	2,334.21
WB CONTROLPAY WB ControlPay Totals:			Transactions: 49	\$255,510.43
EFTs:	49	\$255,510.43		

City of West Des Moines
Payment Register

From Payment Date: 10/02/2018 - To Payment Date: 11/11/2018

Number	Date	Payee Name	Transaction Amount
2375	10/25/2018	IOWA DEPARTMENT OF REVENUE & FINANCE	\$3,394.00
11488	10/29/2018	CHAPEL RIDGE WEST LP	\$130.00
11489	10/29/2018	BENNETT GRAND WOODS APARTMENTS	\$250.00
11490	10/29/2018	SM SIGNATURE PLACE LLC	\$220.87
11491	10/29/2018	COLONIAL VILLAGE APARTMENTS	\$250.00
11492	10/29/2018	IOWA ASHWORTH LLC	\$250.00
11493	10/29/2018	PROFESSIONAL PROPERTY MANAGEMENT	\$250.00
11494	10/29/2018	SOTE EIGHT GREENWAY LLC	\$250.00
11495	10/29/2018	CHAPEL RIDGE WEST LP	\$500.00
11497	10/29/2018	MIDAMERICAN ENERGY	\$283.00
11498	10/29/2018	MIDAMERICAN ENERGY	\$168.00
11499	10/29/2018	MIDAMERICAN ENERGY	\$55.60
11500	10/29/2018	BENNETT GRAND WOODS APARTMENTS	\$270.00
11501	10/29/2018	BENNETT GRAND WOODS APARTMENTS	\$250.00
11502	10/29/2018	DM WESTERN VILLAGE MOBILE HOME PARK INC	\$250.00
11503	10/29/2018	WHISPER RIDGE APARTMENTS	\$250.00
11504	10/29/2018	MIDAMERICAN ENERGY	\$250.00
11505	10/29/2018	NORMANDY TERRACE	\$220.00
11506	10/29/2018	MIDAMERICAN ENERGY	\$97.00
11507	10/29/2018	PLEASANT STREET APARTMENTS	\$770.00
11508	10/29/2018	PLEASANT STREET APARTMENTS	\$359.33
11509	10/29/2018	PLEASANT STREET APARTMENTS	\$770.00
11510	10/29/2018	MIDAMERICAN ENERGY	\$145.00
11511	10/29/2018	MIDAMERICAN ENERGY	\$250.00
11512	10/29/2018	LAKEVIEW REAL ESTATE CO LLC	\$35.00
11513	10/29/2018	WHISPER RIDGE APARTMENTS	\$250.00
11514	10/29/2018	AHC WOODLAND LLC	\$378.00
11515	10/29/2018	WEST DES MOINES WATER WORKS	\$124.25
11516	10/29/2018	MIDAMERICAN ENERGY	\$182.00
11517	10/29/2018	MIDAMERICAN ENERGY	\$350.00
11518	10/29/2018	R & R INVESTORS LTD	\$250.00
11519	10/29/2018	WILLOW PARK APARTMENTS	\$420.00

Payment Register

From Payment Date: 10/02/2018 - To Payment Date: 11/11/2018

11520	10/29/2018	PARKSIDE EAST I	\$433.00
11521	10/29/2018	WILLOW PARK APARTMENTS	\$568.00
11522	10/29/2018	LAKEVIEW REAL ESTATE CO LLC	\$99.00
11523	10/29/2018	LAKEVIEW REAL ESTATE CO LLC	\$209.33
11524	10/29/2018	LAKEVIEW REAL ESTATE CO LLC	\$735.00
			<hr/>
			\$13,916.38

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

ITEM: Approval of Liquor Licenses

DATE: October 29, 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. On The Rise Valley West, LLC, d/b/a Blaze Pizza, 1551 Valley West Drive, Suite 225 - Class BW Permit with Sunday Sales and Outdoor Service - Renewal
2. Frank's Divine Pie 2800, LLC d/b/a Gusto Pizza Company, 2800 University Avenue, Suite 400 - Class BW Permit with Sunday Sales and Outdoor Service Privileges - Renewal
3. Hy-Vee, Inc., d/b/a Hy-Vee Gas, 7280 University Avenue - Class BC Beer Permit with Carryout Wine and Sunday Sales - Renewal
4. Kum & Go, LC, d/b/a Kum & Go #532, 5901 Mills Civic Parkway, Building 2000 - Class LE Liquor License with Carryout Beer, Carryout Wine, and Sunday Sales - Renewal
5. Kum & Go, LC, d/b/a Kum & Go #1097, 220 50th Street - Class LE Liquor License with Carryout Beer, Carryout Wine, and Sunday Sales - Renewal
6. Target Corporation d/b/a Target Store T-0069, 1800 35th Street - Class LE Liquor License with Carryout Wine, Carryout Beer, and Sunday Sales - Renewal

OUTSTANDING ISSUES (if any): None

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

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

STAFF REVIEWS

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

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

ITEM: Approve Repair and Replacement of Items on Fire
Department Ladder Truck

DATE: October 29, 2018

FINANCIAL IMPACT: Estimated cost not to exceed \$120,000. Funds are available in the vehicle replacement fund (700.150.155.5500.771). Funds will be allocated for this expenditure in Budget Amendment #3 to be approved in the future.

BACKGROUND: On August 10, 2018, staff found significant frame rail rust was found on the Fire Department's 2010 Ladder Truck. Immediately the truck was taken out of service and inspected by the manufacturer (Pierce Manufacturing), who declared the vehicle safe for service in the short-term.

However, the Fire Chief and Fleet Manager feel that replacement of the frame rails and associated components is the only viable long-term option. The manufacturer provided a \$39,000 cost estimate to perform this work. The work can reasonably only be done by the original manufacturer of the apparatus and will require the apparatus to be taken out of service and transported to Wisconsin for at least 90 days.

However, because the vehicle will be taken out of service for an extended period, and since the entire apparatus must be disassembled to complete the repair work, the Fire Chief, along with the City Fleet Manager, believe this is an opportune time to also refurbish and refresh other components of the apparatus. The apparatus is currently scheduled to be replaced in 2026 and additional refurbishment items should allow the City to defer replacement at least 2-3 years.




Front-line Fire Department staff who operate the vehicle were asked to provide input, and staff developed a list of potential refurbishment items. This list was provided to the manufacturer, who provided a quote of \$105,496, including the frame rail replacement. The manufacturer was not able to price two of the refurbishment items – it is necessary to open up the vehicle to determine the scope of work needed. Staff estimates the additional items can be completed for under \$15,000.

OUTSTANDING ISSUES (if any): None

RECOMMENDATION: Approve the work to be completed on the 2010 Pierce Ladder truck at a cost not to exceed \$120,000.00.

Lead Staff Member: Craig Leu, Fire Chief

STAFF REVIEWS

Department Director	Craig Leu, Fire Chief
Appropriations/Finance	
Legal	
Agenda Acceptance	

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Finance and Administration		
Date Reviewed	10/24/2018		
Recommendation	Yes	No	Split

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

ITEM: Request for Proposal for Approval for the Development of
221 8th Street and 225 8th Street

DATE: October 29, 2018

FINANCIAL IMPACT: The City of West Des Moines has incurred the cost of purchasing the three lots, which now make up 221 and 225 8th Street, over a period of 25 years. Most recently 5 Hamilton Court was acquired and the house demolished using Woodland Hills Housing TIF dollars. There is no fiscal impact for the Request for Proposal.

BACKGROUND: The City of West Des Moines has incurred the cost of purchasing the three lots, which now make up 221 and 225 8th Street, over a period of 25 years. Most recently 5 Hamilton Court was acquired and the house demolished using Woodland Hills Housing TIF dollars. The lots have been replatted to face 8th street and are now two typical Valley Junction lots with 50 foot frontage on 8th Street.

A Request for Proposal has been developed for the disposition of the two lots. The City is requesting proposals from for-profit, nonprofit and/or private developers to acquire one or both of the lots to build a single family house on each lot. Both houses must be sold to a household with an annual income of less than 80% of the Area Median Income. The RFP lists the price of each lot at \$1,000. None of the connection fees or building permit fees will be waived. The Proposals will be scored according to the criteria laid out in the RFP.

OUTSTANDING ISSUES (if any): None

RECOMMENDATION: Staff recommends City Council approve the Request for Proposal for the development of 221 8th Street and 225 8th Street.

ATTACHMENTS:

Exhibit I - Request For Proposal (RFP)

Lead Staff Member: Christine Gordon, AICP, Housing Planner

STAFF REVIEWS

Department Director	Clyde E. Evans, AICP
Appropriations/Finance	
Legal	
Agenda Acceptance	

PUBLICATION(S) (if applicable)

Published In	NA
Dates(s) Published	NA

SUBCOMMITTEE REVIEW (if applicable)

Committee	Development and Planning		
Date Reviewed	August 20, 2018		
Recommendation	XX Yes	No	Split

REQUEST FOR PROPOSALS (RFP)
For the City of West Des Moines
For the development of 221 8th Street and 225 8th Street

I. INVITATION

The City of West Des Moines (City) is soliciting submissions of proposals from qualified developers interested in developing two affordable single family homes on two infill lots in Valley Junction (221 8th Street and 225 8th Street). A developer can request to purchase one or both of the lots. The City wishes to engage high quality developers for this venture that demonstrate strong experience with development of affordable priced single family owner-occupied housing and shows a collaborative approach to working with the community.

A. PURPOSE. The City of West Des Moines (City) is soliciting submissions of proposals from qualified developers interested in developing two affordable single family homes on two infill lots in Valley Junction (221 8th Street and 225 8th Street). The City proposes to transfer the lot(s) to the selected developer(s) for the construction of one single family owner-occupied house on each lot. The developer will be responsible for:

- a. Site plan
- b. Site work to prepare lots for development
- c. Obtain all municipal approvals and permit and incurring all costs thereof
- d. Architecture and engineering
- e. Arrange financing and provide all required guarantees
- f. Construct one single-family owner-occupied house per lot with a stall and a half garage. The house must be affordable to a buyer at or below 80% of Area Median Income at the time of closing (see Exhibit B for 2018 HUD income guidelines). The developer must qualify the buyer and provide proof of income verification.
- g. Marketing
- h. The buyer must use conventional financing for the purchase.

Community Compatibility: Developer will be expected to design the house(s) and site elements to be compatible with the scale and character of the Valley Junction neighborhood and the community context. Careful evaluation of the neighborhood context is an important goal for the City.

Tenure Type: The two houses are intended to be owner-occupied single family houses.

Income Levels: The houses shall target households meeting the Tax Increment Financing (TIF) housing income levels; which are 80% of the Area Median Income. The current 2018 HUD income guidelines are attached. There will be a deed restriction on the property restricting the ownership to a low income owner for a period of 10 years.

Building and Site Amenities: The City desires the following in the development of these two lots:

- Both houses will pay property taxes
- Both houses will have a stall and a half garage as required by code
- Prefer access from the alley
- House forward on lot

Financial Participation and Incentive from City:

- The City will sell each lot for \$1,000 each.

II. PROCESS

- A. DISTRIBUTION OF REQUEST FOR PROPOSAL (RFP).** The RFP and any supporting documents will be made available via electronic distribution as requested by any qualified developer and will be posted on the City web site: www.wdm.iowa.gov. A Notice will also be published in the Des Moines Register.
- B. PROPOSAL PERIOD.** The proposal period will commence on the date the Request for Proposals is issued and will end with the submission of the proposal as outlined in section 2.D.
- B. QUESTION AND ANSWERS.** During the proposal period, interested parties will be allowed to submit to the City written questions and requests for additional information via Christine Gordon, AICP at christine.gordon@wdm.iowa.gov. All questions and requests received by 5:00 p.m. on **November 9, 2018** will be answered via posting on the City's web site by 5:00 p.m. on **November 14, 2018** unless the nature of the question or request requires further time or research to issue a proper response.
- D. RECEIVE PROPOSALS.** Proposals shall be addressed to the City Clerk and will be received at the Clerk's office at 4200 Mills Civic Parkway, Suite 2B, West Des Moines, Iowa, 50265, until 2:00 p.m., on Wednesday **November 28, 2018**. Submittals and materials received after the time specified above will not be considered and will be returned unopened to the sender.

No costs associated with the preparation of this proposal, or incurred in any manner by the submitter, may be charged to the City. All materials submitted in response to this Request for Proposal will be considered the property of the City. The City reserves the right to use any and all ideas submitted in the proposals received unless those ideas are protected by copyright, legal patent or proprietary rights as stated by the proposer.

- E. PROPOSAL ACCEPTANCE, REJECTION.** Proposals will be reviewed privately by City staff. The City reserves the right to:
1. Waive any informality or irregularity in any proposal received;
 2. Reject a proposal if it is not in full and complete compliance with the requirements and formats specified herein;
 3. Reject a proposal which is in any way incomplete or irregular;
 4. Reject all proposals if the proposals do not meet the overall standards established by this

Request for Proposals; are otherwise inappropriate; or if it is in the best interest of the City to reject all proposals.

5. If the City so rejects all proposals it may thereupon either cancel this solicitation or re-solicit for proposals.
6. The City will determine a short list of proposers that will be asked to make a formal presentation.

G. TENTATIVE PROJECT SCHEDULE. Included below for reference is the tentative project schedule. Schedule is subject to change.

Releasing of RFP	Wednesday, October 31, 2018
Deadline for questions and requests	Friday, November 9, 2018
All questions answered and posted	Wednesday, November 14, 2018
Deadline for proposal submittals	Wednesday, November 28, 2018 @ 2pm.
Staff/Committee Review of Proposals	Week of December 3, 2018
Selection of developer(s)	Friday, December 14, 2018
Council enter into development agreement(s)	Monday, January 7, 2019

III. SUBMITTAL REQUIREMENTS

A. PROPOSAL SUBMITTAL SPECIFIC REQUIREMENTS. The City asks that the response to the RFP consist of five (5) hard copies along with a copy of the submittal in PDF file format contained on a compact disk or thumb drive. Each Proposal shall be in 8½" x 11", vertical format, consisting only of the specified materials requested below. Folded 11" x 17" pages in landscape orientation are acceptable. To be responsive, each Proposal must include the following material in the exact order specified. Submittals not organized according to this format may be rejected. (Page limit: 20)

1. COVER LETTER:

- Explain why your organization should be chosen for one or both of these lots
- State your organization's understanding of the work to be done.

2. NARRATIVE OF ORGANIZATION'S APPROACH:

- Summarize how the organization will approach this development if selected
- Provide a detailed description of your project design with an overall site plan and unit characteristics
- Provide a statement of public benefits of the development (projected increase in tax base, job creation, increased vitality, any minimization of public subsidy, if any, etc.)
- Provide a preliminary financial plan for development and sale of the unit(s)
- Provide overall project milestones and timeline
- Project budget

3. DEVELOPMENT TEAM: Provide a general introduction on the makeup of the project team, including a brief history of the organization and each team member's area of expertise. Note any past experience of team members working together on other projects. For each team

member, include name, affiliation, address, and telephone number. List the person who will serve as the main contact throughout the development.

4. **PROJECT EXPERIENCE:** Description of the last three completed projects which demonstrate the organization’s current experience and ability to complete developments of a similar size, scope, and purpose in a timely manner and any other completed projects (representative examples) of similar types of developments.

IV. EVALUATION OF PROPOSALS

The City staff evaluations will determine which proposer is selected based on the best interest of the City.

Scoring Criteria	Max Points	Project Review and Scoring Guide
Past experience on comparable developments	15	Demonstrates the ability to design and construct a home on schedule and on budget by providing solid qualifications of team members, and detailed information about previous comparable projects that have been built successfully.
Financial Feasibility	20	Demonstrates financial feasibility of the project by providing realistic cost estimates in a complete development budget. Projects a realistic sales price for disposition.
Quality of Design and Construction	20	Presents site plan and elevations for a home that is well built, meets design standards and City code, and is expected to be compatible with other Valley Junction homes.
Ability to Proceed	15	Demonstrates a readiness to proceed by providing financial commitments and a realistic project timeline.
Disposition Strategy	15	Demonstrates a strategy to identify potential buyers and market the house(s).
Quality of proposal	10	Provides a proposal that is complete with all requested information and is prepared with an attention to detail.
Local (DM Metro) presence	5	Developer has an office in the Des Moines Metro area.
	100	

V. DEAL STRUCTURE

Following the selection of developer(s) for each lot, the City will enter into an agreement for the conveyance of the lot(s). These agreements will require approval by City Council.

Developer’s Agreement: The Agreement will specify terms and conditions and stipulate necessary actions required prior to the Developer acquiring fee simple title to the lot(s). Title to the lot(s) will not be conveyed by the City until all conditions set forth in the Developer’s Agreement are met. The Developer shall be responsible for the development of all aspects of the property, including the payment of all design, construction and development costs and all costs associated with the sale and/or marketing of the unit(s). The Developer will be required to utilize the lot(s) only for the development, construction and sale of single-family house(s). Further, the Developer shall comply with such requirements as the City determines to be in the public interest, including the obligation to begin construction within a reasonable time. Development must comply with all local, State and Federal rules and regulations.

VII. SUPPORTING DOCUMENTS

The following information will be provided with the RFP. Additional information or clarification may be posted on the City's web site during the RFP process.

Attached Exhibits:

Exhibit A – Map of lots

Exhibit B – 2018 HUD Income Guidelines

Exhibit C – Development Regulations Applicable to Site

Exhibit A

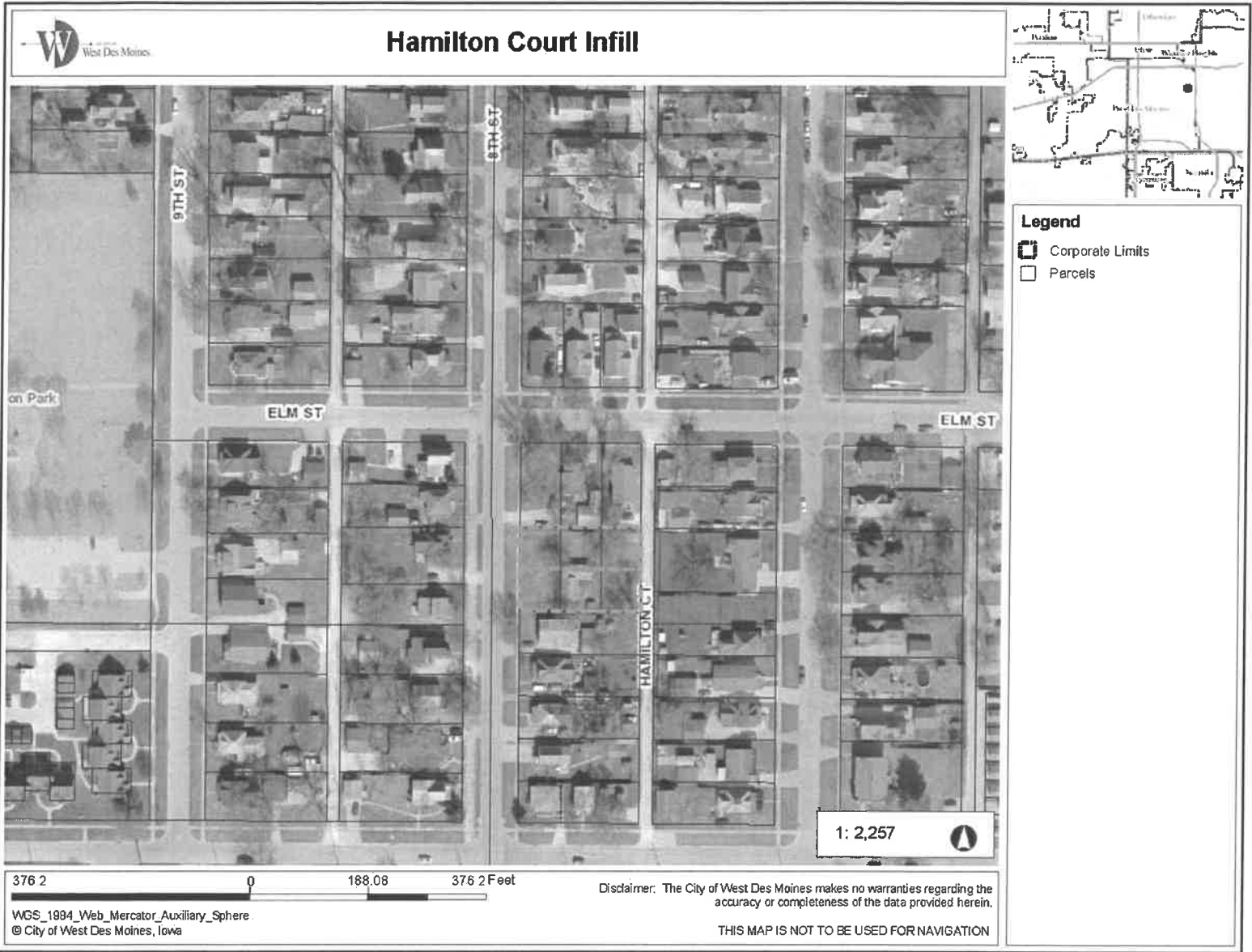


Exhibit B

2018 HUD Income Limits as of 6/1/2018

		Household size							
		1	2	3	4	5	6	7	8
Low Income	80%	44,600	51,000	57,350	63,700	68,800	73,900	79,000	84,100
Area Median Income	100%	55,800	63,700	71,700	79,600	86,000	92,400	98,800	105,100

Exhibit C
Development Regulations Applicable to Site

Planning:

- a. **Primary Building Setbacks:**
 - Front: 20'
 - Rear: 35'
 - Side: 7'
 1. In any existing platted property where the average front yard setback is greater than that required by code, no front yard depth shall be less than the smallest front yard depth of any existing dwelling immediately adjacent thereto and within 200 feet fronting on the same side of the street.
 2. Measured to foundation; however, no part of any structure, including eaves and overhangs, may be closer than 5 feet to a property line.
- b. **Accessory Structure Setbacks:**
 - Front: 20'
 - Rear: 5' 2
 - Side: 5' 2
 1. Any accessory structure located between the principal building and the public street shall be screened from public view with a combination of landscaping, berming or fencing in accordance with buffering requirements.
 2. Measured to foundation; however, no part of any structure, including eaves and overhangs, may be closer than five feet (5') to a property line.
 3. In any existing platted property where the average front yard setback is greater than that required by code, no front yard depth shall be less than the smallest front yard depth of any dwelling immediately adjacent to and within two hundred feet (200') fronting on the same side of the street.
- c. **Building Separation:** A minimum 10' separation shall be provided between primary dwelling structures and any accessory structure such as detached garages.
- d. **Parking:**
 - The number of parking stalls required is identified in Title 9, Chapter 15, Section 7E.
 - For any detached single-family residential dwelling, a minimum of one enclosed garage parking space shall be required for the use. This garage may be attached or detached but shall be of a minimum twenty foot by fourteen foot (20' x 14') size to accommodate one vehicle and additional storage.
 - Please note that a twenty foot setback for a garage with an alley access is required per code.
 - Also note that drive to the garage will need to be paved even though the alley is not paved

Engineering:

- a. **Sanitary Sewer**
 1. Existing public sanitary sewer is in the public alley.
 2. Each lot will need to have public sanitary sewer service provided to it. Applicant will need to properly abandon the existing single service and install two new services with this action.

3. Adequate easement widths will need to be provided for all public sewers, existing or proposed in accordance with DSM Metro Design Standards and WDM Addendums (minimum 30' or twice the depth, whichever is greater). Applicant will need to provide 5 feet of easement adjacent to the east property lines, adjacent to the alley.
4. Access to all public sanitary sewer manholes will need to be provided, including provision of associated easements (if not already established).

b. Storm Water

1. Formal submittal will need to include on the coversheet any impervious surface being added to the site (indicate square footage of additional as well as total square footage within site and percentage of site which is impervious).
2. Applicant will need to provide a Storm Water Management Plan (SWMP) prepared in accordance with DSM Metro Design Standards and WDM Addendums.
3. Upon implementation of storm water management facilities, a Storm Water Management Facility Maintenance Agreement (SWMFMA) is required to be executed. This agreement essentially provides that the property owner will maintain and repair their storm water facilities. If they fail to do so, the city will make repairs or perform maintenance and assess all costs back to the property owner. As part of the maintenance agreement, the applicant will be responsible to provide a letter certifying the detention facility is in conformance with the approved SWMP. The applicant will also need to provide as-built drawings of the detention facilities. Both the letter and as-builts will need to be signed/sealed in accordance with Chapter 6, 193C-6.1(542B) of the Iowa Code.

c. Transportation

1. No Traffic Impact Study (TIS) will be required as part of this project.
2. 8th Street is classified as a major collector roadway which requires 100 feet of total right-of-way or 50 feet from the center of the right-of-way adjacent to the subject property. It appears the existing right-of-way adjacent to this site is 33 feet. Staff does not recommend dedication of additional right-of-way at this time. It is the responsibility of the property owner to verify the existing right-of-way.

d. Misc.

1. Property owner will be responsible for the installation of street lights adjacent to all public streets. Applicant will need to contact a City approved lighting consultant to prepare a lighting plan. All costs associated with street lights will need to be paid to MidAmerican Energy prior to approval of the associated development plan or Final Plat.
2. Property owner will be required to execute a Street Light Agreement for the future installation of streets lights at such time the overhead electric is placed underground.
3. Any proposed public improvements will require submittal of separate detailed construction plans to staff for review and approval by the City Engineer prior to installation of any improvements. The City charges an hourly fee for site inspection/observation during the installation of all public improvements. In addition, 4-year maintenance bonds will need to be provided for any installed public improvements.

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

ITEM: Motion – Approving Agreement for Sports Facility Consulting Services with Sports Facilities Advisory, LLC

DATE: October 29, 2018

FINANCIAL IMPACT: This study is estimated to cost \$55,000 over two phases, plus related travel expenses. This expenditure will require a budget amendment, with the funding source being Hotel/Motel Tax Revenue.

BACKGROUND: The City recently announced a partnership with Mid-American Energy Company to construct the Mid-American Energy RecPlex facility. Staff and Council have developed a financial objective of operating the facility at a profit or, minimally, breaking even, while maintaining rates which are competitive in the Central Iowa and Midwestern marketplace. In preparation for construction, it becomes imperative to plan for management, operation, and programming of the facility.

Sports Facilities Advisory, LLC, (SFA) based in Clearwater, FL, is uniquely qualified as a nationally recognized advisory company (with Iowa connections). The scope of services proposed in the attached agreement with SFA will help the City more accurately anticipate revenues and expenses by developing an optimal management and staffing model, completing space utilization projections, constructing an operational and maintenance budget, and projecting the facility’s annual economic impact.


As part of this planning, staff believes it will also be critical to create performance expectations for residents interested in recreational use – and balance those expectations against needs and desires of various club teams interested in renting the space for organized practices. This consultant has extensive experience in all of these areas.

OUTSTANDING ISSUES (if any): None

RECOMMENDATION: Approval of SFA Agreement.

Lead Staff Member: Tom Hadden, Jamie Letzring 

STAFF REVIEWS

Department Director	
Appropriations/Finance	
Legal	
Agenda Acceptance	

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	F & A		
Date Reviewed	October 24, 2018		
Recommendation	<u>Yes</u>	No	



SERVICES AGREEMENT

Between:

Sports Facilities Advisory, LLC

&

City of West Des Moines, IA

OCTOBER 19, 2018



SERVICES AGREEMENT

SPORTS FACILITIES ADVISORY, LLC – U.S. TAX ID: 32-0109344

600 Cleveland Street, Suite 910 • Clearwater, FL 33755 • P: 727.474.3845 • F: 727.361.1480

1. City of West Des Moines, IA (hereinafter referred to as "Client") hereby engages Sports Facilities Advisory, LLC (hereinafter referred to as "Consultant") for the services set forth in this Services Agreement (hereinafter referred to as "Agreement").
2. **Scope of Services:** The Client is engaging the Consultant to provide the services set forth on Exhibit A in the attached hereto and the Consultant is agreeing to provide the services set forth on Exhibit A in the attached hereto.
3. **Period of Performance:** The period of performance under this Agreement shall commence upon signature of this Agreement by both parties and shall continue through the delivery by Consultant of Exhibit A but in no case shall be longer than 120 days. Any services provided by Consultant to Client beyond the scope of services and period of performance described herein will be contracted separately and billed at Consultant's hourly rates.
4. **Confidentiality, Nondisclosure, and Non-Use Covenants:** For purposes of this Agreement, the party disclosing confidential information is the "discloser," and the party receiving the information is the "recipient." Confidential information means all information concerning either party's business including, but not limited to, all tangible, intangible, visual, electronic, present or future information such as (a) trade secrets; (b) financial information, including pricing; (c) technical information, including research, development, procedures, algorithms, data designs, and know-how; (d) business information, including operations, planning, marketing interests, and products and services; and (e) the terms of this Agreement. The recipient does not have an obligation to protect confidential information that is; (a) in the public domain through no action of the recipient; (b) within the legitimate possession of the recipient, with no confidentiality obligations to a third party; (c) lawfully received from a third party having rights in the information without restriction, and without notice of any restriction against its further disclosure; (d) independently developed by the recipient without breaching the agreement or by the parties who have not had, either directly or indirectly, access to or knowledge of the confidential information; or (e) disclosed with the prior written consent of the discloser. If confidential information is required to be produced by law, court order or government authority, the recipient must immediately notify the discloser of that obligation. The recipient will not produce or disclose confidential information in response to that obligation until discloser has requested protection from the court or other legal or governmental authority issuing the process and the request has been denied, or consented in writing to the production or disclosure of the confidential information in response to the process, or taken no action to protect its interests in the confidential information within 14 business days after the receipt of notice from the recipient of the obligation to produce or disclose. Recipient will use the confidential information only to further the relationship between the parties. Confidential information may not be disclosed to any third party without the written consent of the discloser or used by the recipient in any manner which may be competitive to the discloser.
5. **Responsibility:** Client assumes all responsibility for financial and other risks associated with the planning, development, operations & management of the Client's business and Consultant assumes no liability for the Client's project. The Client agrees to seek independent accounting and legal services that are necessary for the operation of Client's businesses.
6. **Consultant Services:** Client understands that consultant is a management consulting firm, is not licensed to sell securities, is not a licensed accounting practice nor licensed to practice law.
7. **Governing Law:** The execution, interpretation, and performance of this Agreement shall be governed by the laws of the State of Florida. Any lawsuits arising from this Agreement shall be brought before a Court of Law in Pinellas County, Florida.
8. **Construction:** The parties hereto acknowledge and agree that: (i) each party has participated in the drafting of this Agreement; (ii) no inference in favor of, or against, any party shall be drawn from the fact that one



party has drafted any portion hereof; and (iii) each party has had the opportunity to have this document reviewed by their respective legal counsel.

- 9. **Entire Agreement:** This Agreement and the attached Exhibit A contains the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements or understandings, expressed or implied, written or oral, between the parties hereto with respect to the subject matter hereof. This Agreement may not be modified or amended except by a written instrument signed by the parties hereto.
- 10. **Compensation:** Upon execution of this Agreement, the compensation for Exhibit A shall be due and owing as follows under the Payment Terms:

Payment Terms – Exhibit A: Phase I & Phase II

- **Payment 1 – \$15,500.00:** Due upon execution of Agreement. Consultant will not provide services nor book meetings until Payment 1 is made in full.
- **Payment 2 – \$15,500.00:** Due upon delivery of Market Opportunity Report. Phase II work will begin upon receipt of payment.
- **Payment 3 – \$15,500.00:** To be invoiced upon review of the draft pro forma. Draft pro forma to be delivered upon payment.
- **Payment 4 – \$8,500.00:** To be invoiced upon review of the final deliverable(s). Final deliverable(s) to be delivered upon payment.
- **Reimbursable Travel Expenses:** To be invoiced upon completion of travel. Reimbursable travel expenses are due upon receipt of invoice. Travel expenses encompass flights, hotel accommodations, ground transportation and associated fees (parking, tolls, etc.), and meals, which will be billed at \$55 per consultant per day.

- o Preferred Payment: To avoid additional processing fees, the preferred payment method is via check.
- o Wire Transfers: Client is responsible for all additional fees associated with electronic wire transfers.
- o Credit Card Payments: For credit card payments, Client will be responsible for a 3% processing fee.

In the event Client fails to make any payments when due, interest will be charged on the unpaid total in the amount of 18% per annum or the maximum rate allowed under state and federal law, whichever is greater. All payment due dates, unless otherwise stated, are to be within 30 days of receipt of the invoice. Deposit (or initial) payments are the exception as these payments are immediately due to engage Consultant for services.

City of West Des Moines, IA
"CLIENT"

Sports Facilities Advisory, LLC
"CONSULTANT"

BY: _____

BY: _____

Print Name

Jason Clement, Partner

Date

Date

Client Billing Address

Invoicing/Billing Contact Name

Invoicing/Billing Contact Email/Phone



EXHIBIT A

SCOPE OF SERVICES

PHASE I | EXISTING DATA REVIEW, MARKET OPPORTUNITY REPORT, & RECOMMENDATIONS

- a) Consultant (hereinafter referred to as "SFA") will review any existing data, documentation, and/or resources Client provides related to the project including floor plans, feasibility projections, organization structure, budget, and lease agreement. This information will be utilized and delivered in the Market Opportunity Report.
- b) After reviewing the existing data, SFA will facilitate a Business Development Strategy Session (BDPS) either remote or in-person. The BDPS is a planning and strategy session that will focus on defining success and refining Client's vision, value propositions, financial resources and core competencies, products and services, strategic alliances, and financial success metrics. During the BDPS, SFA will also share data from its preliminary market assessment and data review, including key demographic and socioeconomic factors, participation rates, and other market insights.
- c) SFA will then prepare an executive summary-level report that outlines Client's opportunity based on the work completed and additional analysis based on SFA's expertise in the industry. The report will feature four sections:
 1. Business Model Overview – definitions of success and business model insights
 2. Market Overview - demographics and socioeconomic, participation rates, and competition
 3. Facility Overview – facility program (sizes and spaces) and cost of construction
 4. Performance Expectations – high-level financial performance ranges based on market factors and national industry benchmarks
 5. Conclusion and Next Steps

Phase I Price Quote: \$15,500.00

The Market Opportunity and Recommended Facility Report will be delivered in ~2 weeks from the Business Development Planning Session.

PHASE II | DETAILED FINANCIAL FORECAST (PRO FORMA) & DEVELOPMENT TIMELINE

- a) In this Phase, SFA will complete more in-depth research/analysis to produce a 5-year cash flow forecast. SFA's pro forma documents are detailed, institutional-grade financial forecasts used to support decision-making and financing.

The pro forma will provide insight into the financial potential of the project and will include projections related to construction and start-up costs, revenues/expenses by product/program, EBITDA, net income, facility utilization, and more.

The pro forma will be provide Client with detailed financial projections related to and based on:

- The ideal business model
- Realistic and/or recommended debt-to-equity mix and debt service
- Right-sized program spaces and space requirements



- Construction and start-up costs based on recent, comparable projects
 - Recommended parking
 - Revenue by product/program
 - Direct/variable costs (Cost of Goods Sold)
 - Facility and operating budget and expenses (year 1 broken down monthly)
 - Management and staffing model
 - Utilization Projections
 - Year 1 budget broken down monthly into operation budget
- b) SFA will also project the economic impact of the facility on an annual basis. Economic impact is defined as new off-site spending that will occur in the market as a result of tournaments and events held at the facility. This information is used to project economic activity from out-of-town visitors who would not be in the market but for the events that will be held at the facility.

The results, primarily quantified as room nights generated and direct spending, are used by elected officials and private developers alike to understand the impact that the venue will have on the lodging, dining, retail, entertainment, and transportation industries as well as on the tax base of the municipalities that benefit from new spending.

SFA's economic impact projections are developed based on projections for tournaments and events throughout the pro forma and reflective of several key drivers of economic impact, including:

- Number of Events
 - Number of Teams
 - Number of Participants
 - Number of Affiliated Spectators
 - Percent of Participants and Affiliated Spectators from Out of Town
 - Length of Stay
 - Average Daily Rate (ADR)
 - Average Daily Expenditures (ADE)
- c) In this part of Phase II, SFA will complete a detailed development timeline documenting the strategies and tactical action steps to be taken to develop the operation and see it to operational success. SFA will collaborate with the City of West Des Moines leadership team so the timeline includes the existing priorities and anything SFA will add. The information will be organized in the following categories:
- Organizational Development & Structure
 - Business Development (marketing, sales)
 - Operational Development
 - Program Development and Enhancement
 - Facility Development
 - Meeting management and reporting

SFA will provide expert perspective regarding management, programming, revenue optimization, and highest and best use during non-peak hours, which will serve to equip both Client and SFA with a foundation for the important decisions related to the strategic direction of the project. The Operating Budget insight will be extraordinarily detailed incorporating all expenses including an organizational chart with personnel costs, management fee, marketing/business development expenses, facility expenses/utilities/maintenance, and all administrative costs including office supplies, etc. The timeline represents the detailed action items and strategies required to complete and achieve the financial forecast.

Phase II Price Quote: \$39,500.00

Please Note: This proposal is valid for 60 days from issuing date.

CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

DATE: October 29, 2018

ITEM:

Motion – Approving Professional Services Agreement Amendment No. 1
Booneville Road Reconstruction – South 88th Street to West of South 100th Street

FINANCIAL IMPACT:

The original Professional Services Agreement was awarded to Foth Infrastructure & Environment, LLC in the amount of \$710,300.00, which included \$421,300.00 for Basic Services of the Consultant and \$289,000.00 for Resident Consultant Services. Amendment No. 1 increases the contract by \$29,500.00, which includes \$25,350.00 for Basic Services of the Consultant and \$4,150.00 for Resident Consultant Services. All costs for these services can be paid from account no. 500.000.000.5250.495 with ultimate funding intended to come from Woodland Hills Urban Renewal Area TIF.

BACKGROUND:

Foth Infrastructure & Environment, LLC is working under an existing Agreement dated August 6, 2018 for Professional Consulting Services associated with the reconstruction of Booneville Road from South 88th Street to just west of South 100th Street. Additional archeological investigations and monitoring of an area near South 93rd Street & Booneville Road is being required by various Federal Agencies. Amendment No. 1 provides additional compensation to Foth Infrastructure & Environment, LLC for additional cultural resource investigations, machine stripping & observation, and monitoring during construction.

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

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

OUTSTANDING ISSUES: None.

RECOMMENDATION:

City Council Adopt:

- Motion Approving Professional Services Agreement Amendment No. 1 for Booneville Road Reconstruction – South 88th Street to West of South 100th Street.

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	<i>KS</i>

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

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

This AMENDMENT is made and entered into this 29th day of October, 2018, by and between the CITY OF WEST DES MOINES, a municipal corporation, hereinafter referred to as "City", and FOTH INFRASTRUCTURE & ENVIRONMENT, LLC, (Fed. I.D. #20-5814224), a limited liability company licensed under the laws of the State of Iowa, party of the second part, hereinafter referred to as "Consultant", hereby amends the original Agreement dated August 6, 2018 as follows:

1. SCOPE OF SERVICES

The Scope of Services as described in the original Agreement for the Booneville Road – S 88th Street to West of S 100th Street (Project No. 0510-006-2017), Attachment 1 ~~are amended as follows:~~ *is amended to add the following to the original Attachment 1:*

Additional archeological investigations and monitoring of Site 13DA185 and the immediate vicinity. See Figure 1 attachment. This additional work involves three separate stages: 1-Additional Investigations and 2-Monitoring will be necessary for the satisfactory completion of recommendations made for the site and surrounding area, while the completion of 3-Additional Monitoring will be dependent upon the results obtained during Stage 1 of the process.

2. SCHEDULE

The Project Schedule of the professional services as described in the original Agreement, Attachment 2 is amended as follows: No Change.

3. COMPENSATION

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

	<u>Original Fee</u>	<u>Additional Fee</u>	<u>Total Fee</u>
I. Basic Services of the Consultant	\$421,300.00	\$25,350.00	\$446,650.00
II. Resident Consultant Services	<u>\$289,000.00</u>	<u>\$4,150.00</u>	<u>\$293,150.00</u>
Total Services	\$710,300.00	\$29,500.00	\$739,800.00

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.

FOTH INFRASTRUCTURE & ENVIRONMENT, LLC

CITY OF WEST DES MOINES

BY: _____

Patrick P. Kueter, Sr. Project Manager

BY: _____

Ryan T. Jacobson, City Clerk

ATTACHMENT 1

SCOPE OF SERVICES

TASK A – Additional Cultural Resource Investigations:

The additional investigation of the site and surrounding area will consist of obtaining additional geomorphological data. This data will more accurately determine the amount and location of potential disturbances and or intactness of the landforms present at and in the immediate vicinity of 13DA185. This information will then be utilized to guide future actions during the next stage of the process.

Task A-1: Machine Cores:

Approximately 2–3 machine cores will be advanced within the current roadbed of Booneville Road (Figure 1) to a maximum depth of 1.8–2.4 m (6–8 ft.), which is below the proposed depth of road construction impact. If available, profile data from earlier machine coring on this reach of Booneville Road will be examined to further evaluate depths of impact from previous construction. These cores will be used to determine if there are intact portions of the landform under the existing roadbed. Cores to be completed by Allender-Butzke and observed by Bear Creek Archeology, Inc.

Subtotal - \$2,100.00

Task A-2: Additional Investigations:

Supplementing the machine cores, 4–6 hand cores and 4–6 hand probes will be advanced within the road ROWs (Booneville Road and South 93rd Street) to collect additional disturbance depth data. Furthermore, 2–3 hand borings or hand probes will be placed on the berm location to determine the thickness of fill/disturbance at this location in advance of expected machine stripping of this area.

Upon completion of Task A, a letter report will be prepared summarizing the findings, including presentation of soil profiles on the tested locations and maps clearly defining where subsurface tests were advanced. Recommendations will be offered for Task B and the potential for Task C.

Subtotal - \$4,750.00

TASK B – Machine Stripping and Monitoring:

TASK B-1: MACHINE STRIPPING:

It is anticipated that machine stripping of the area from the southern end of South 93rd Street to Booneville Road will be necessary to check for additional grave pits/mortuary features. A track hoe with a flat edged bucket will be used to gradually scrape off thin layers of soil along the identified portion of the site and road ROW. This work will be completed by a contractor selected by the Engineer and is anticipated to take no more than 32 hours.

Subtotal - \$13,100.00

TASK B-2: MONITORING:

The machine stripping will be observed and documented by a qualified Bear Creek Archeology, Inc. archaeologist who meets the Secretary of the Interior's Standards. Upon completion of the monitoring, a letter report will be prepared summarizing the findings, including maps clearly defining where scraping occurred along with photographs documenting the process.

Subtotal - \$5,400.00

TASK C – Additional Monitoring During Construction:

Depending on results from the borings (Task A) and stripping (Task B) and SHPO recommendations, on-site monitoring of the Booneville Road removal may be necessary. Additional monitoring of the removal of the existing Booneville Road roadbed will be conducted in the same manner described above in Task B. If additional monitoring is determined to be required an additional report of investigations will be completed.

Subtotal – \$4,150.00

ATTACHMENT 2
PROJECT SCHEDULE
NO CHANGE

ATTACHMENT 3

SCHEDULE OF FEES

NO CHANGE

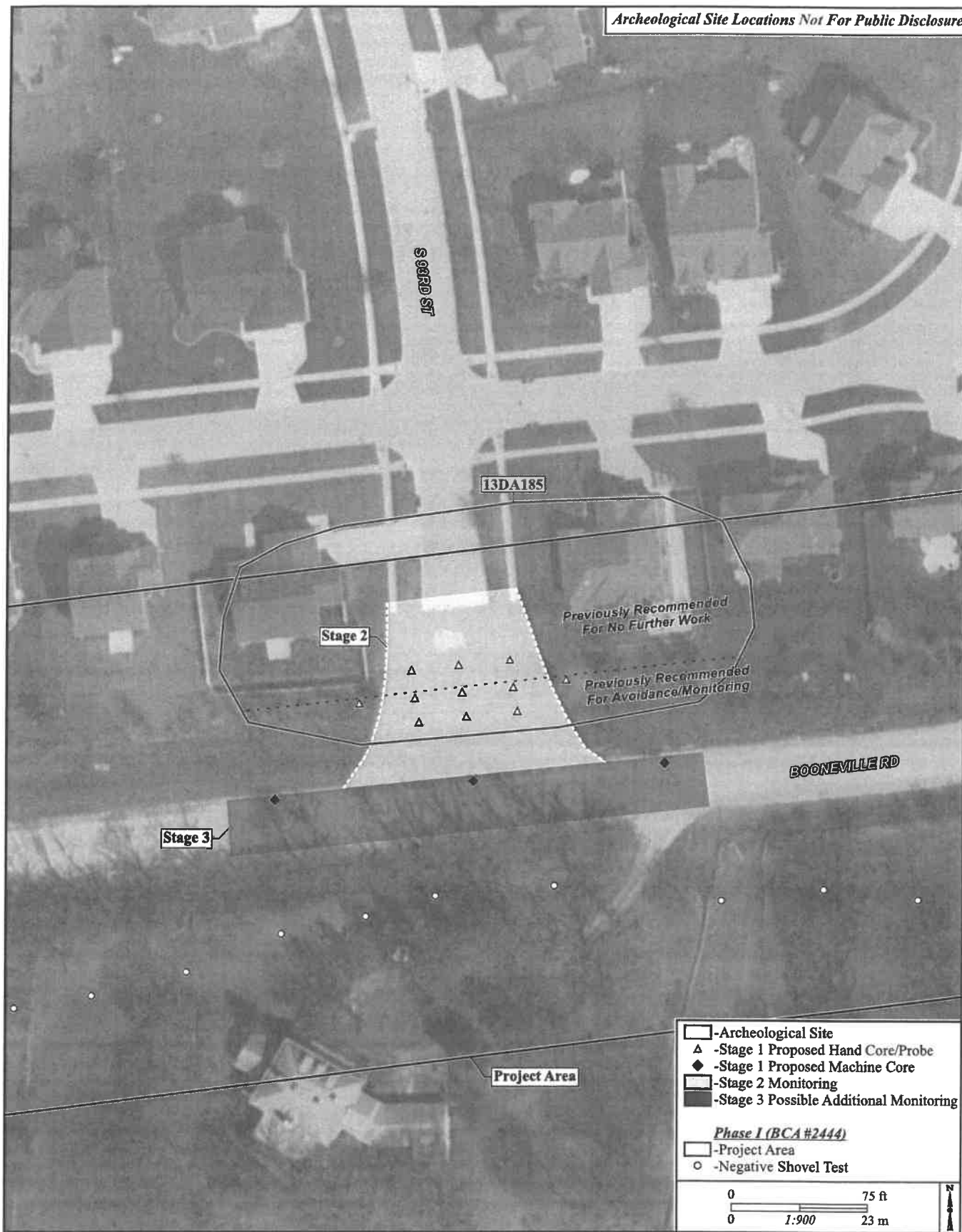
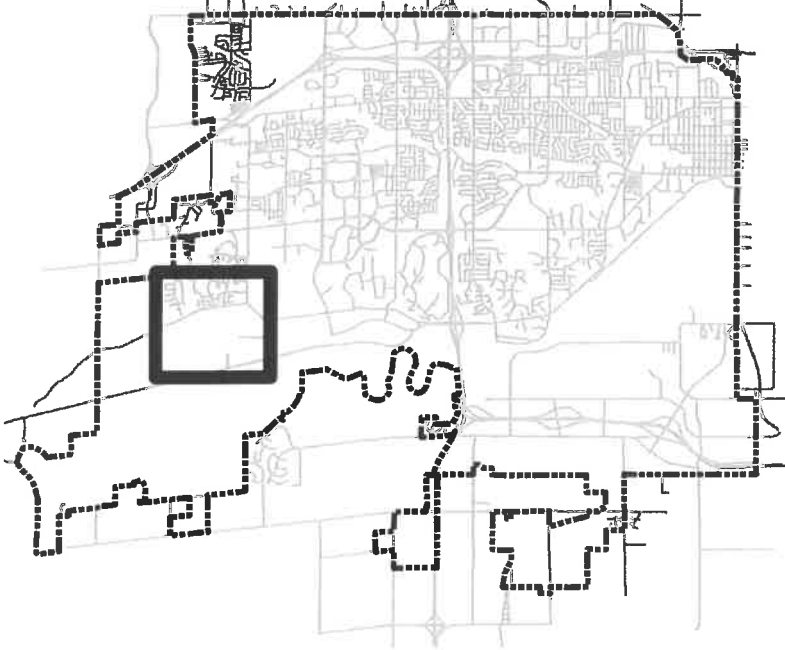


Figure 1. Proposed monitoring at 13DA185.



VICINITY MAP



LEGEND

PROJECT LOCATION



PROJECT:

Booneville Road Reconstruction

LOCATION:

South 88th Street to west of South 100th Street

DRAWN BY: JDR

DATE: 7/27/2018

PROJECT NUMBER/NAME: 0510-006-2017

SHT. 1 of 1

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

DATE: October 29, 2018


ITEM: Motion – Approval of Change Order #3 – Woodland Hills Park Tennis and Basketball Courts

FINANCIAL IMPACT: Deduction of -\$8,550.00 to be incorporated into the available funds in the Woodland Hills Park Account No. 500.000.000.5250.490, Project No. 0525 058.0510 089 2017.





BACKGROUND: This project is substantially complete. This is a final quantities change order which will be processed as a deduct to the project. In a previous change order (#2), additional soil amendments (compost, terra-seeding and hydro mulching) were added to improve the soil conditions in the areas around the newly constructed playground and courts (basketball and tennis). Some of the amendments were completed. However, due to the unseasonal wet weather conditions experienced this fall, not all of this work was able to be completed. Now that the seeding window has passed, the contractor would like to eliminate the remaining soil amendments to be able to finalize the project and complete the contract. Staff is recommending the elimination of this work, and applying a deduct change order to the project. The final contract amount is \$241,086.80.

OUTSTANDING ISSUES: None

RECOMMENDATION: That the Council approve the change order.

Lead Staff Member: David Sadler, Superintendent of Parks 

STAFF REVIEWS

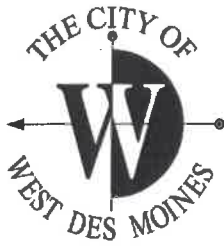
Department Director	Sally Ortgies, Director of Parks and Recreation 
Appropriations/Finance	Tim Stiles, Finance Director 
Legal	Richard Scieszinski, City Attorney 
Agenda Acceptance	

PUBLICATION(S) (if applicable)

Published In	N/A
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	N/A		
Date Reviewed			
Recommendation	Yes	No	Split



CHANGE ORDER

PARKS AND RECREATION DEPT.
 4200 Mills Civic Parkway
 West Des Moines, IA 50265
 (515)222-3444 Fax (515)222-3459

Distribution:
 Owner
 Consultant
 Contractor
 Other _____

Contractor:

Minturn Inc
 144 W Front Street
 Brooklyn, IA 52211

Project Title	Woodland Hills Park Tennis & Basketball Courts	
Project # / G/L Account	0510 089 2017 / 500.000.000.5250.490	
Purchase Order Number	2018-00000828	
Orig. Contract Amount & Date	\$213,946.80	3/5/18
Change Order Number	3	
Date	10/16/18	

THE CONTRACT IS CHANGED AS FOLLOWS: Credit for items removed from project

Item	Description	Unit	Unit Price	Estimated Quantity	Total
12	Delete Hydro-Mulch from Item 12	LS	(\$2,040.00)	1	(\$2,040.00)
C02.2	Delete Terra-Seeding line item (partial credit for work completed)	LS	(\$6,510.00)	1	(\$6,510.00)
TOTAL					(\$8,550.00)

CHANGE ORDER SUMMARY	
The Original Contract Sum was	\$213,946.80
Net Change by previously authorized Change Orders	\$35,690.00
The Contract Sum prior to This Change Order was	\$249,636.80
The Contract Sum will be decreased by this Change Order in the amount of	(\$8,550.00)
The new Contract Sum including this Change Order will be	\$241,086.80
Aggregate Change Order as a percent of Original Contract (if the aggregate is \$25,000, or greater than 10% of the original contract, whichever is greater, all signatures through the full Council are required)	12.69%
The Contract Time will be unchanged by	0 Days
The date of Final Completion as of the date of this Change Order therefore is	

Submitted By: Minturn Inc	Recommended By:	Checked By: City of West Des Moines
Signature:	Signature:	Signature:
Name: Gregory J. Menke	Name:	Name: Marco Alvarez
Title: Project Manager	Title:	Title: Park Planner
Date: 10/16/18	Date:	Date: 10/19/18

Owner: City of West Des Moines

<input type="checkbox"/> ≤ \$24,999.99 City Engineer or Department Director (≤ 10% original contract)	<input checked="" type="checkbox"/>	Date _____
<input type="checkbox"/> \$25,000 to 49,999.99 City Manager	<input checked="" type="checkbox"/>	Date _____
<input type="checkbox"/> \$50,000 City Council approved or ratified at Council		Date _____

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

ITEM:

DATE: October 29, 2018

Resolution approving a 28E Agreement between the Iowa Alcoholic Beverages Division and the City of West Des Moines for the purposes of providing and funding local tobacco enforcement activities.

FINANCIAL IMPACT:

There will be limited positive financial impact to the City of West Des Moines when the City performs tobacco compliance checks in West Des Moines on behalf of the State of Iowa.

BACKGROUND:

Pursuant to state law and an intergovernmental agreement with the Iowa Department of Public Health, the Iowa Alcoholic Beverages Division (ABO) possess the authority and provides for the enforcement of the State of Iowa's tobacco laws. For a number of years, the Iowa ABO has delegated the responsibility to perform tobacco sale to minor compliance checks of local business to the City of West Des Moines and its Police Department. In return, the City receives a flat fee of \$50.00 from the State of Iowa for each reported tobacco compliance check.

The Iowa ABO prepared a 28E Agreement for the local authorities to sign for purposes of these tobacco enforcement efforts to formally establish each party's respective obligations. This 28E Agreement is a renewal of the same agreement reviewed by the West Des Moines City Attorney's Office and approved by the City Council on December 11, 2017.

OUTSTANDING ISSUES (if any): None

RECOMMENDATION:

Approve the 28E Agreement between the Iowa Alcoholic Beverages Division and the City of West Des Moines for the purposes of providing and funding local tobacco enforcement activities.

Lead Staff Member: Chris Scott, Chief of Police

STAFF REVIEWS

Department Director		10-26-18
Appropriations/Finance		
Legal		
Agenda Acceptance		

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

**RESOLUTION APPROVING A 28E AGREEMENT BETWEEN THE IOWA
ALCOHOLIC BEVERAGES DIVISION AND THE CITY OF WEST DES MOINES FOR
THE PURPOSES OF PROVIDING AND FUNDING LOCAL TOBACCO
ENFORCEMENT ACTIVITIES**

WHEREAS, the provision of tobacco enforcement efforts within the City of West Des Moines promotes the health and well-being of West Des Moines citizens and visitors; and

WHEREAS, the State of Iowa, through the Iowa Alcoholic Beverages Division, has offered to reimburse the City of West Des Moines and the City's Police Department for performing tobacco sale to minor compliance checks of local businesses; and

WHEREAS, the Iowa Alcoholic Beverages Division and the City of West Des Moines have negotiated an agreement under Iowa Code Chapter 28E to provide and fund local tobacco enforcement activities.

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

1. The 28E Agreement between the Iowa Alcoholic Beverages Division and the City of West Des Moines is hereby approved.
2. The Mayor and City Clerk are authorized to sign the signature page to be attached to the 28E Agreement on behalf of the City of West Des Moines.
3. The City Clerk is directed to forward the signed signature page to Karen Freund, Deputy Administrator of Regulatory Affairs, Iowa Alcoholic Beverages Division, 1918 SE Hulsizer Road, Ankeny, Iowa 50021, with the executed signature page to be attached to the 28E Agreement, which the Iowa Alcoholic Beverages Division will then electronically file with the Secretary of State of Iowa.

PASSED AND APPROVED this 29th day of October, 2018.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson
City Clerk

**28E AGREEMENT FOR
TOBACCO, ALTERNATIVE NICOTINE AND
VAPOR PRODUCT ENFORCEMENT**

SCHEDULE 3

THIS AGREEMENT is made and entered into on this 27th day of September, 2018 by and between the Iowa Alcoholic Beverages Division ("ABD"), and the West Des Moines Police Department (The "Department"). The parties agree as follows:

SECTION 1. IDENTITY OF THE PARTIES.

1.1 Iowa ABD. The ABD is authorized pursuant to Iowa Code Chapter 453A and a Memorandum of Understanding with the Iowa Department of Public Health to provide enforcement for Iowa's tobacco, alternative nicotine and vapor product laws. The ABD's address is: 1918 SE Hulsizer Road, Ankeny, Iowa 50021.

1.2 Department. The Department operates a duly recognized Iowa law enforcement agency. The Department's address is:

West Des Moines Police Department
250 George Mills Civic Parkway, West Des Moines, Iowa 50265

SECTION 2. PURPOSE. The parties have entered into this Agreement for the purpose of providing and funding tobacco, alternative nicotine and vapor product enforcement activities in compliance with Iowa Code § 453A.2.

SECTION 3. TERM. The term of the Agreement shall be from the aforementioned date through June 30, 2019, unless earlier terminated in accordance with the terms of the Agreement.

SECTION 4. FILING. Pursuant to Iowa Code § 28E.8, the ABD shall electronically file the Agreement with the Iowa Secretary of State, after the parties have executed the agreement.

SECTION 5. RESPONSIBILITIES OF THE PARTIES.

5.1 Responsibilities of the Department.

5.1.1 Local Tobacco, Alternative Nicotine and Vapor Product Enforcement. The Department shall provide tobacco, alternative nicotine and vapor product enforcement of Iowa Code Chapter 453A.

5.1.2 Compliance Checks. "Compliance checks" mean activity to enforce tobacco, alternative nicotine and vapor product laws in accordance with Iowa Code § 453A.2 within the jurisdiction of the Department. Compliance checks also may

include enforcement of § 453A.2 within additional jurisdictions upon agreement of the Parties. ABD shall make available to the Department the location of each tobacco, alternative nicotine and vapor product permit holder subject to a compliance check by the Department at <https://tobacco.iowaabd.com/>.

The Department shall perform one (1) compliance check of each tobacco, alternative nicotine and vapor product permit holder within the jurisdiction of the Department during the term of the Agreement. Please note that alternative nicotine and vapor products are age-restricted pursuant to Iowa Code § 453A.2, and are therefore included in the I-PLEDGE program. Attempts to purchase alternative nicotine and vapor products may be conducted at any retailer that sells these products.

The Department shall not begin to conduct any retailer compliance checks until October 1, 2018.

The compliance check shall be completed and submitted for reimbursement to ABD by **February 15, 2019**. The Department should try to complete a compliance check of all seasonal businesses such as golf courses, marinas, and bait shops before the businesses close for the 2018 business year, but not before October 1, 2018. If the department is unable to complete the compliance checks on seasonal businesses prior to the businesses close for the 2018 business year, the Department shall work with ABD to establish a plan for completing these compliance checks.

The Department shall conduct a second compliance check on any retailer that is found to be non-compliant during the first inspection. The second compliance check on the non-compliant retailer shall be completed and entered no later than **May 15, 2019**.

Clerks that fail compliance checks shall be ticketed criminally.

The Department shall, within seven (7) business days, notify the retail owner or manager of any violation. Within seventy-two (72) hours of the Department issuing a citation for a violation of Iowa Code § 453A.2(1) to a permit-holder or employee of a permit-holder, the Department must notify the local permit-issuing authority that issued the tobacco, alternative nicotine and vapor product permit to the retailer where the offense was committed.

If the Department fails to complete and submit reimbursement for compliance checks to ABD by **February 15, 2019**, ABD will consult with the Department to establish a plan for completing the remaining compliance checks. In the event that the Department fails to execute the agreed upon plan, the Department agrees that ABD may authorize the Iowa State Patrol or other law enforcement agency to conduct any remaining compliance checks.

5.1.3 Youth Volunteers. Utilization of youth volunteers is strongly encouraged where feasible. The Department may compensate the youth involved in the compliance

checks in a manner consistent with Section 6. **Keep in mind that the federal government (SYNAR) will not allow minors under the age of sixteen (16) to be used to conduct compliance checks. Please ensure that the officers assigned to conduct the compliance checks do not work with a youth younger than age 16.**

- 5.1.4 **Routine Enforcement.** In addition to conducting compliance checks, the Department agrees to regularly enforce youth tobacco, alternative nicotine and vapor product laws by ticketing youth offenders.
- 5.1.5 **Civil Proceedings.** The Department shall cooperate with city, county and state prosecutors if civil permit proceedings are initiated against a tobacco, alternative nicotine and vapor product permit holder. The Department shall also cooperate in proceedings against cited clerks and minors. Cooperation shall include, but not be limited to, sharing investigative reports and copies of issued citations, as well as providing witness statements and testimony.
- 5.1.6 **Compliance Reports.** The Department shall provide monthly reports to the ABD in the manner prescribed by the ABD.
- 5.1.7 **Miscellaneous.** The Department shall be responsible for the day-to-day administration of its tobacco, alternative nicotine and vapor product enforcement activities. The Department shall provide all office space, equipment and personnel necessary to conduct tobacco, alternative nicotine and vapor product enforcement activities under the Agreement. The Department is solely responsible for the selection, hiring, disciplining, firing and compensation of its officers.

5.2 **Responsibilities of the ABD.**

- 5.2.1 **Enforcement Guidance.** The ABD shall provide guidance on tobacco, alternative nicotine and vapor product enforcement to the Department, if needed, and cooperate with the Department in the performance of the Agreement.
- 5.2.4 **Payment.** The ABD shall pay the Department in the manner described in Section 6.
- 5.2.5 **Cooperation.** If ABD believes that any officer of the Department fails to perform duties in a manner that is consistent with the Agreement, the ABD shall notify the Department. The Department shall then take such action as necessary to investigate and, if appropriate, discipline or reassign the officer away from tobacco, alternative nicotine and vapor product enforcement activities. The ABD shall have no authority to discipline or reassign an officer, except that the ABD shall have the authority to stipulate that a particular officer not be assigned to provide services under the Agreement.
- 5.2.6 **Insurance, Benefits and Compensation.** The ABD shall not provide for, nor pay, any employment costs of the Department's officers including, but not limited

to, worker's compensation, unemployment insurance, health insurance, life insurance and any other benefits or compensation, nor make any payroll payments with respect to the Department's officers. The ABD shall have no liability whatsoever for all such employment costs or other expenses relating to, or for the benefit of, the Department's officers.

SECTION 6. PAYMENT TO DEPARTMENT.

6.1 Method of Payment. In consideration for providing the services required by the Agreement, the Department shall be paid on a flat fee basis of seventy-five dollars (\$75) per reported compliance check. The flat fee payment for each compliance check constitutes the full and exclusive remuneration for the compliance checks. For example, compensation of youth participants is the sole responsibility of the Department and is to be paid from the flat fee payment.

6.2 Eligible Claims. Compliance checks that are conducted on or after **October 1, 2018** are eligible for payment provided that the results are reported in accordance with Section 5. Any compliance checks that were funded by a non-departmental entity are not eligible for payment.

6.3 Allocations. The costs of the services referred to in Section 6.1 shall be allocated as follows:

6.3.1 Sole Activity. Money paid to the Department, pursuant to the Agreement, shall be used to fund overtime of full- or part-time peace officer positions solely for tobacco, alternative nicotine and vapor product enforcement activities described in the Agreement. Money also shall be used for compensation, if any, of youth participants. In addition, the Department may use money paid pursuant to the Agreement for reasonable Department expenditures, including, but not limited to, officer training and equipment, provided that such expenditures do not impair the Department's ability to perform tobacco, alternative nicotine and vapor product enforcement activities.

6.3.2 Payment in Arrears. The ABD may pay all approved invoices in arrears and in conformance with Iowa Code § 8A.514. The ABD, consistent with Iowa Code § 8A.514, may pay in less than the specified time period. Payment by the ABD in fewer than sixty (60) days, however, does not constitute an implied waiver of that Code section.

SECTION 7. ADMINISTRATION OF AGREEMENT. The ABD and the Department shall jointly administer the Agreement.

SECTION 8. NO SEPARATE ADMINISTRATIVE ENTITY. No new or separate legal or administrative entity is created by the Agreement.

SECTION 9. NO PROPERTY ACQUIRED. The ABD and the Department, in connection with the performance of the Agreement, shall acquire no real or personal property.

SECTION 10. TERMINATION.

10.1 Termination for Convenience. Following twenty (20) days written notice, either party may terminate the Agreement, in whole or in part, for convenience without the payment of any penalty or incurring any further obligation to the non-terminating party. Following termination for convenience, the non-terminating party shall be entitled to compensation, upon submission of invoices and proper proof of claim, for services provided under the Agreement to the terminating party up to and including the date of termination.

10.2 Termination Due to Lack of Funds or Change in the Law. Notwithstanding anything in this Contract to the contrary, and subject to the limitations set forth below, ABD shall have the right to terminate this Contract without penalty and without any advance notice as a result of any of the following:

10.2.1 The legislature or governor fail in the sole opinion of ABD to appropriate funds sufficient to allow ABD to either meet its obligations under this Contract or to operate as required and to fulfill its obligations under this Contract:

10.2.2 If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by ABD to make any payment hereunder are insufficient or unavailable for any other reason as determined by ABD in its sole discretion.

10.3 Termination for Cause. The occurrence of any one or more of the following events shall constitute cause for any party to declare another party in default of its obligations under the Agreement:

10.3.1 Failure to observe and perform any covenant, condition or obligation created by the Agreement;

10.3.2 Failure to make substantial and timely progress toward performance of the Agreement;

10.3.3 Failure of the party's work product and services to conform with any specifications noted herein;

10.3.4 Infringement of any patent, trademark, copyright, trade dress or any other intellectual property right.

10.4 Notice of Default. If there occurs a default event under Section 10.3, the non-defaulting party shall provide written notice to the defaulting party requesting that the breach or noncompliance be immediately remedied. In the event that the breach or noncompliance

continues to be evidenced ten days beyond the date specified in the written notice, the non-defaulting party may either:

10.4.1 Immediately terminate the Agreement without additional written notice; or,

10.4.2 Enforce the terms and conditions of the Agreement and seek any available legal or equitable remedies.

In either event, the non-defaulting party may seek damages as a result of the breach or failure to comply with the terms of the Agreement.

SECTION 11. INDEMNIFICATION.

11.1 **By ABD.** Consistent with Article VII, Section 1 of the Iowa Constitution and Iowa Code Chapter 669, ABD agrees to defend and indemnify the Department and hold it harmless against any and all liabilities, damages, settlements, judgments, costs and expenses, including reasonable attorney's fees of counsel required to defend the Department, related to or arising out of ABD's negligent or wrongful acts or omissions in the performance of the Agreement.

11.2 **By the Department.** Consistent with Article VII, Section 1 of the Iowa Constitution and Iowa Code Chapter 670, the Department agrees to defend and indemnify and hold the State of Iowa and ABD harmless from any and all liabilities, damages, settlements, judgments, costs and expenses, including reasonable governmental attorney's fees and the costs and expenses of attorney fees of other counsel required to defend the ABD, related to or arising from any negligent or wrongful acts or omissions of the Department in the performance of this Agreement.

SECTION 12. CONTACT PERSON.

12.1 **Contact Person.** At the time of execution of the Agreement, each party shall designate, in writing, a Contact Person to serve until the expiration of the Agreement or the designation of a substitute Contact Person. During the term of the Agreement, each Contact Person shall be available to meet, as otherwise mutually agreed, to plan the services being provided under the Agreement.

SECTION 13. CONTRACT ADMINISTRATION.

13.1 **Amendments.** The Agreement may be amended in writing from time to time by mutual consent of the parties. All amendments to the Agreement must be fully executed by the parties.

13.2 **Third Party Beneficiaries.** There are no third party beneficiaries to the Agreement. The Agreement is intended only to benefit ABD and the Department.

- 13.3 **Choice of Law and Forum.** The terms and provisions of the Agreement shall be construed in accordance with the laws of the State of Iowa. Any and all litigation or actions commenced in connection with the Agreement shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa. This provision shall not be construed as waiving any immunity to suit or liability that may be available to the State of Iowa, ABD or the Department.
- 13.4 **Assignment and Delegation.** The Agreement may not be assigned, transferred or conveyed in whole or in part without the prior written consent of the other party.
- 13.5 **Integration.** The Agreement represents the entire Agreement between the parties and neither party is relying on any representation that may have been made which is not included in the Agreement.
- 13.6 **Headings or Captions.** The paragraph headings or captions are for identification purposes only and do not limit nor construe the contents of the paragraphs.
- 13.7 **Not a Joint Venture.** Nothing in the Agreement shall be construed as creating or constituting the relationship of a partnership, joint venture, association of any kind or agent and principal relationship between the parties. Each party shall be deemed an independent contractor acting toward the expected mutual benefits. No party, unless otherwise specifically provided for herein, has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon the other party to the Agreement.
- 13.8 **Supersedes Former Agreements.** The Agreement supersedes all prior Agreements between ABD and the Department for the services provided in connection with the Agreement.
- 13.9 **Waiver.** Except as specifically provided for in a waiver signed by duly authorized representatives of ABD and the Department, failure by any party at any time to require performance by the other party or to claim a breach of any provision of the Agreement shall not be construed as affecting any subsequent breach or the right to require performance with respect thereto or to claim a breach with respect thereto.
- 13.10 **Notices.** Notices under the Agreement shall be in writing and delivered to the representative of the party to receive notice (identified below) at the address of the party to receive notice as it appears below or as otherwise provided for by proper notice here under. This person shall be the Contact Person. The effective date for any notice under the Agreement shall be the date of delivery of such notice (not the date of mailing) which may be effected by certified U.S. Mail return receipt requested with postage prepaid thereon or by recognized overnight delivery service, such as Federal Express or UPS. Failure to accept "receipt" shall constitute delivery.

If to ABD:

Jessica Ekman
Tobacco Program Coordinator
Iowa Alcoholic Beverages Division
1918 SE Hulsizer Road
Ankeny, Iowa 50021
515-281-7434
Email: Ekman@IowaABD.com

If to Department:

Chief ~~James Barrett~~ *CHRIS SCOTT*
West Des Moines Police Department
250 George Mills Civic Parkway
West Des Moines, Iowa 50265
Email: *CHRIS.SCOTT@WDM.IOWA.GOV*

- 13.11 Cumulative Rights.** The various rights, powers, options, elections and remedies of any party provided in the Agreement, shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed any party by law, and shall in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which any party may be entitled as long as any default remains in any way un-remedied, unsatisfied or un-discharged.
- 13.12 Severability.** If any provision of the Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of the Agreement.
- 13.13 Time is of the Essence.** Time is of the essence with respect to the performance of the terms of the Agreement.
- 13.14 Authorization.** Each party to the Agreement represents and warrants to the other that:
- 13.14.1** It has the right, power and authority to enter into and perform its obligations under the Agreement.
- 13.14.2** It has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of the Agreement, and the Agreement constitutes a legal, valid and binding obligation upon itself in accordance with its terms.
- 13.15 Successors in Interest.** All the terms, provisions and conditions of the Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.
- 13.16 Record Retention and Access.** The Department shall maintain books, records and documents which sufficiently and properly document and calculate all charges billed to

ABD throughout the term of the Agreement for a period of at least three (3) years following the date of final payment or completion of any required audit, whichever is later. The Department shall permit the Auditor of the State of Iowa or any authorized representative of the State and where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Department relating to orders, invoices, or payments or any other documentation or materials pertaining to the Agreement. The Department shall not impose a charge for audit or examination of the books and records.

13.17 Additional Provisions. The parties agree that any Addendum, Rider or Exhibit, attached hereto by the parties, shall be deemed incorporated herein by reference.

13.18 Further Assurances and Corrective Instruments. The parties agree that they shall, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of the Agreement.

SECTION 14. EXECUTION.

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the Agreement and have caused their duly authorized representatives to execute the Agreement.

By Alcoholic Beverages Division




Joshua Happe, Regulatory Compliance Bureau Chief

10/8/18
Date

By Law Enforcement Agency


Department Official

9-27-18
Date


Department Witness

9-27-18
Date

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

DATE: October 29, 2018

ITEM: Resolution – Accept Work – Holiday Park Parking Lot Repairs

FINANCIAL IMPACT: The total construction cost of this project is \$106,451.10. All costs of the project have been paid from the Concrete Renovations CIP account (0510 069 2017). The original contract amount of the project was \$91,685, with two change orders. Retainage will not be paid in less than 30 days.

BACKGROUND: Concrete Connection, LLC of Johnston, Iowa is working under an agreement dated April 16, 2018 for work related to the Holiday Park Parking Lot Repairs. Work is substantially complete.

This project involved repair and replacement of portions of existing concrete parking lot paving located in Holiday Park. Portions of the repairs were done this spring prior to opening of the Holiday Park Aquatic Center, with other repairs were completed later this fall after the busy aquatic center and ballfield seasons concluded. One add-alternate was included for paving of drainage flumes connecting parking lots to the larger existing concrete flume running through the park. The majority of defects in the paving involved cracking and settlement issues. Defective areas of the paving were replaced with reinforced concrete to help prevent future problems.

OUTSTANDING ISSUES: None

RECOMMENDATION: That the City Council approve the Resolution.

Lead Staff Member: David Sadler, Superintendent of Parks

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

Resolution Accepting Work

WHEREAS, on April 16, 2018 the City Council entered into a contract with Concrete Connection of Johnston, Iowa for the following described public improvement:

Holiday Park Parking Lot Repairs

and,

WHEREAS, said contractor has completed the construction of said improvement in accordance with plans and specifications as shown by the Council Communication filed with the City Clerk on October 29, 2018.

Therefore

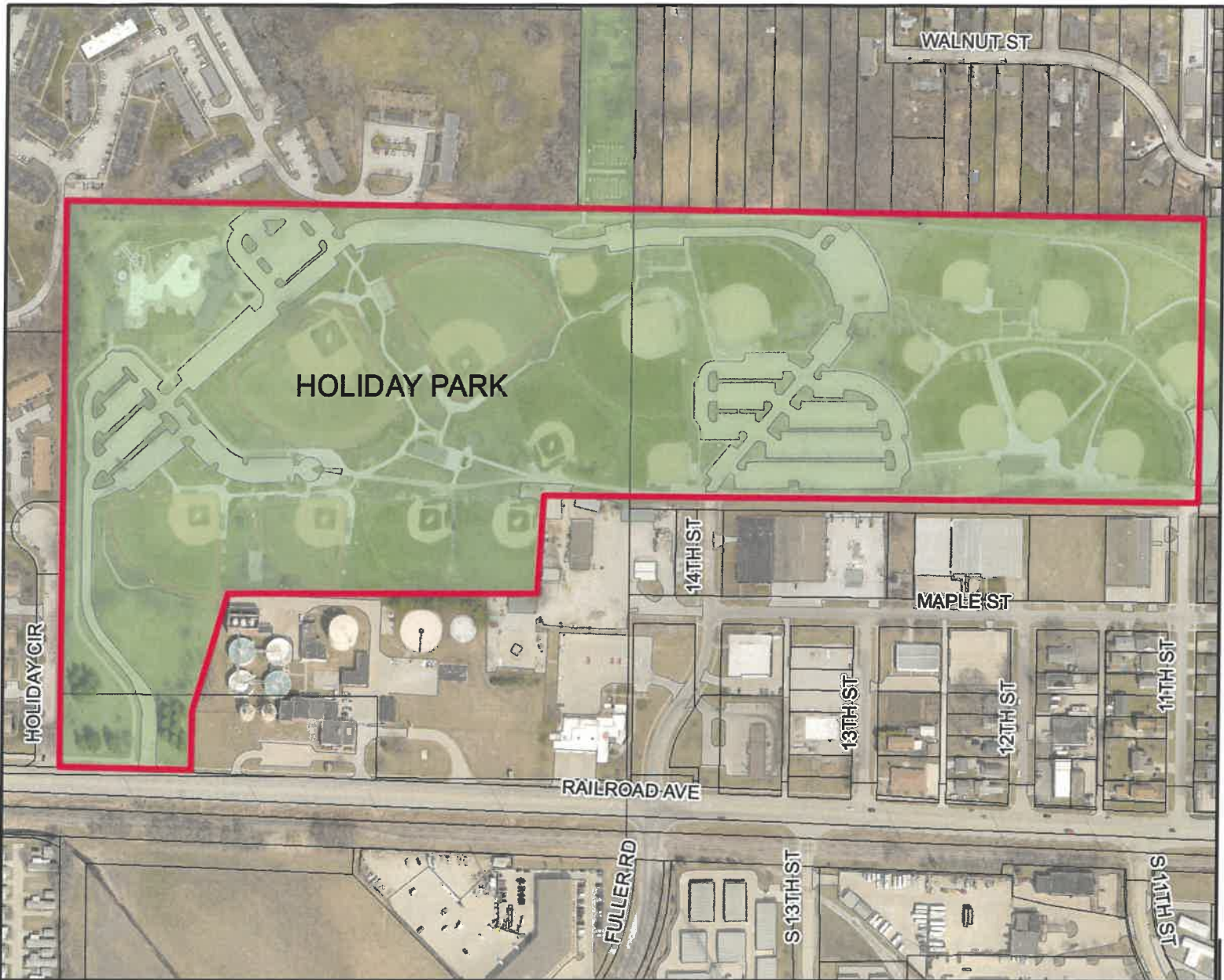
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA, that said report of the Superintendent of Parks be approved and said public improvement is accepted as having been completed in accordance with plans and specifications and the total final construction cost of said improvement is \$106,451.10 as shown in said report.

PASSED AND APPROVED, this 29th day of October, 2018.

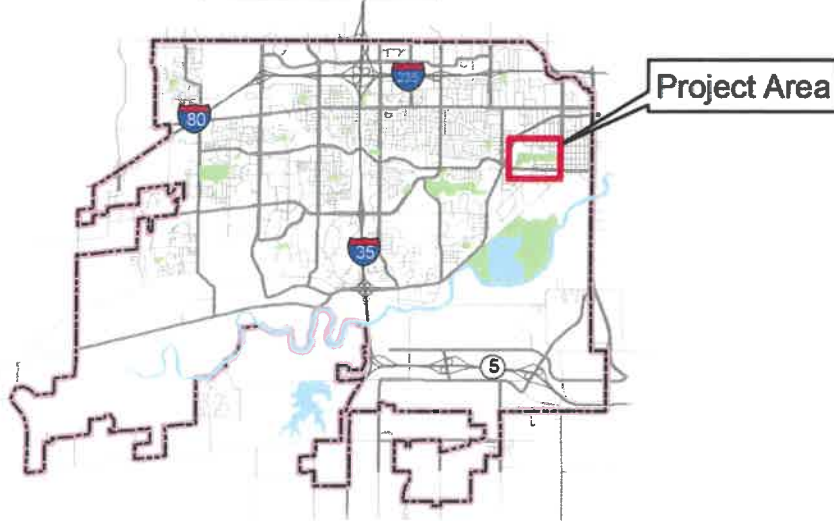
Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk



VICINITY MAP



LEGEND

 Project Location



PROJECT:	HOLIDAY PARK PARKING LOT REPAIRS		
LOCATION:	1701 RAILROAD AVE		
DRAWN BY:	MAA	DATE:	3/15/2018
		PROJECT NO.:	0510 069 2017
			SHT. 1 of 1

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

DATE: October 29, 2018

ITEM: Resolution – Accept Work – Woodland Hills Park Tennis and Basketball Courts

FINANCIAL IMPACT: The total construction cost of this project is \$241,086.80. All costs of the project have been paid from the Woodland Hills Park CIP account (0525 058.0510 089 2017). The original contract amount of the project was \$213,946.80, with three (3) change orders. Retainage will not be paid in less than 30 days.

BACKGROUND: Minturn, Inc. of Brooklyn, Iowa is working under an agreement dated March 5, 2018 for work related to the Woodland Hills Park Tennis and Basketball Court. Work is substantially complete.

This project involved construction of a basketball and tennis court at Woodland Hills Park. The courts were constructed just north of the playground, shelter and restroom. The tennis court was constructed to also accommodate the sport of pickleball.

OUTSTANDING ISSUES: None

RECOMMENDATION: That the City Council approve the Resolution.

Lead Staff Member: David Sadler, Superintendent of Parks

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

Resolution Accepting Work

WHEREAS, on March 5, 2018 the City Council entered into a contract with Minturn, Inc. of Brooklyn, Iowa for the following described public improvement:

Woodland Hills Park Tennis and Basketball Courts

and,

WHEREAS, said contractor has completed the construction of said improvement in accordance with plans and specifications as shown by the Council Communication filed with the City Clerk on October 29, 2018.

Therefore

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA, that said report of the Superintendent of Parks be 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 \$241,086.80 as shown in said report.

PASSED AND APPROVED, this 29th day of October, 2018.

Steven K. Gaer, Mayor

ATTEST:

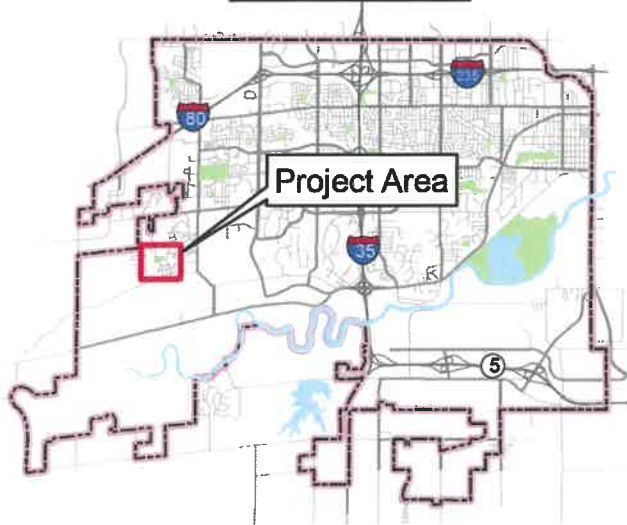
Ryan T. Jacobson, City Clerk




VICINITY MAP

LEGEND

 Project Location



0 125 250
Feet




PROJECT: WOODLAND HILLS PARK BASKETBALL AND TENNIS COURT PROJECT			
LOCATION: 1230 S. 95TH STREET			
DRAWN BY: MAA	DATE: 02/01/2018	PROJECT NO.: 0510 -089 2017	SHT. 1 of 1

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

4(k)1

DATE: October 29, 2018

ITEM:

Resolution - Approving Professional Services Agreement for Commissioning Services
MidAmerican Energy Company RecPlex

FINANCIAL IMPACT:

The cost of the Professional Services Agreement associated with the Commissioning of this project prior to award of construction contract is anticipated not to exceed \$26,000.00 for Basic Services. In addition, the cost for performing Commissioning, Performance Testing, Special Inspections, and Materials Testing during construction will not exceed \$502,000.00 for Resident Consultant 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 funding intended to come from Bond Proceeds ultimately funded by Private Contributions, Mills Parkway Urban Renewal Area TIF Funds, and Hotel/Motel Tax Funds.

BACKGROUND:

Approval of this action authorizes Shive-Hattery, Inc. to perform the commissioning, performance testing, special inspections, and materials testing in conjunction with the design and construction activities for the proposed MidAmerican Energy Company RecPlex to be located at the southeast corner of South Jordan Creek Parkway & Grand Avenue. Commissioning is a quality-focused process that involves the verification that all systems achieve the owner's project requirements as intended by the building owner and as designed by the architect/engineer.

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

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

OUTSTANDING ISSUES: None

RECOMMENDATION:

City Council Adopt:

- Resolution Approving Professional Services Agreement for Commissioning Services for the MidAmerican Energy Company RecPlex.

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 <i>TS</i>
Legal	Richard Scieszinski, City Attorney <i>RS</i>
Agenda Acceptance	<i>YR</i>

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT

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

**MidAmerican Energy Company RecPlex
Project No. 0510-055-2018**

and,

WHEREAS, to verify that all of the building components achieve the owner’s project requirements as intended by the building owner and as designed by the architect/engineer for the public improvement, an independent commissioning and testing agent is required; and,

WHEREAS, Engineering Services Department staff have recommended commissioning and testing services be provided by Shive-Hattery, Inc., and,

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

Basic Services of the Consultant	\$ 26,000.00
Resident Consultant Services	<u>\$502,000.00</u>
Total	\$528,000.00

therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA, that Shive-Hattery, Inc. is hereby directed to provide Commissioning Services for the above named project.

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

PASSED AND APPROVED on this **29th** day of **October, 2018**.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This Agreement is made and entered into this 29th day of October, 2018, by and between the CITY OF WEST DES MOINES, a municipal corporation, hereinafter referred to as "City", and SHIVE-HATTERY, INC., (Fed. I.D. #42-08770172), a professional corporation incorporated and licensed under the laws of the State of Iowa, party of the second part, hereinafter referred to as "Consultant" as follows:

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

1. SCOPE OF SERVICES

Services provided under this Agreement to perform Commissioning and coordinate and contract Special Inspections during design and construction of the ~~Central Iowa All Sports & Events Complex~~ *MidAmerica* (Project No. 0510-055-2018) shall be as further described in Attachment 1, Scope of Services.

2. SCHEDULE

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

3. COMPENSATION

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

I. Basic Services of the Consultant	\$	26,000
II. Resident Consultant Services	\$	502,000
Total	\$	528,000

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

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

4. INSURANCE

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

5. NOTICE

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

FOR THE CITY:

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

FOR THE CONSULTANT:

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

6. GENERAL COMPLIANCE

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

7. STANDARD OF CARE

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

8. INDEPENDENT CONTRACTOR

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

9. NON-DISCRIMINATION

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

10. HOLD HARMLESS

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

11. ASSIGNMENT

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

12. APPROPRIATION OF FUNDS

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

13. AUTHORIZED AMENDMENTS TO AGREEMENT

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

14. OWNERSHIP OF CONSULTING DOCUMENTS

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

15. INTERPRETATION

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

16. COMPLIANCE WITH FEDERAL LAW

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

17. SOLICITATION AND PERFORMANCE

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

18. SUSPENSION AND TERMINATION OF AGREEMENT

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

19. TAXES

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

20. SEVERABILITY

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

21. MISCELLANEOUS HEADINGS

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

22. FURTHER ASSURANCES

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

23. COUNTERPARTS

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

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

SHIVE-HATTERY, INC.

BY: _____



Nathan T. Hardisty, P.E. - Principal

CITY OF WEST DES MOINES

BY: _____

Ryan T. Jacobson, City Clerk

ATTACHMENT 1

SCOPE OF SERVICES

BASIC SERVICES OF THE CONSULTANT

These services constitute support during the time proceeding award of the construction contract. Given that multiple bid packages are anticipated for the work, these tasks will overlap with Resident Consultant Services for a period of time.

- Building Enclosure Commissioning Drawing Reviews (60% & 90%)
- Mechanical Commissioning Drawing Reviews (60% and 90%)

RESIDENT CONSULTANT SERVICES

These services constitute support during the time from award of the construction contract through Owner occupation of the facility.

- Contract Building Component Special Inspections and Materials Testing
- Building Enclosure Commissioning/Performance Testing
- Contract/Provide Mechanical Systems Commissioning

The preceding scope of services is based upon an approximate building construction of 250,000 square feet and an approximate building and site cost of \$25,000,000. These costs exclude the land acquisition and professional services. These assumptions are based upon the ~~Central Iowa All Sports & Events Complex~~ report, dated August 1, 2018. Additionally, the construction period is assumed to extend for 52 weeks.

MidAmerican Energy Company RecPlex

ATTACHMENT 2

PROJECT SCHEDULE

Basic Services of the Consultant:

The schedule will be set by design architect. It is anticipated that various bid packages will be released between November 2018 and April 2019.

Anticipated Resident Consultant Services:

The schedule will be set by design architect. It is anticipated that construction for the various bid packages will begin Spring 2019. 52 weeks have been assumed for the onsite construction representation services.

ATTACHMENT 3

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

PROFESSIONAL STAFF:

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

TECHNICAL STAFF:

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

ADMIN STAFF: \$ 59.00

SURVEY STAFF:

One Person	\$122.00
Two Person	\$187.00
Drone Surveyor (Video or Photogrammetry)	\$150.00
Drone Surveyor (Thermography)	\$300.00
Scanning Surveyor	\$150.00
Surveyor with Two Scanners	\$200.00

REIMBURSABLE EXPENSES:

TRAVEL

Mileage- Car/Truck	\$0.54/ Mile
Mileage- Survey Trucks	\$0.64/ Mile

IN-HOUSE SERVICES

Prints/Plots:

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

OUTSIDE SERVICES

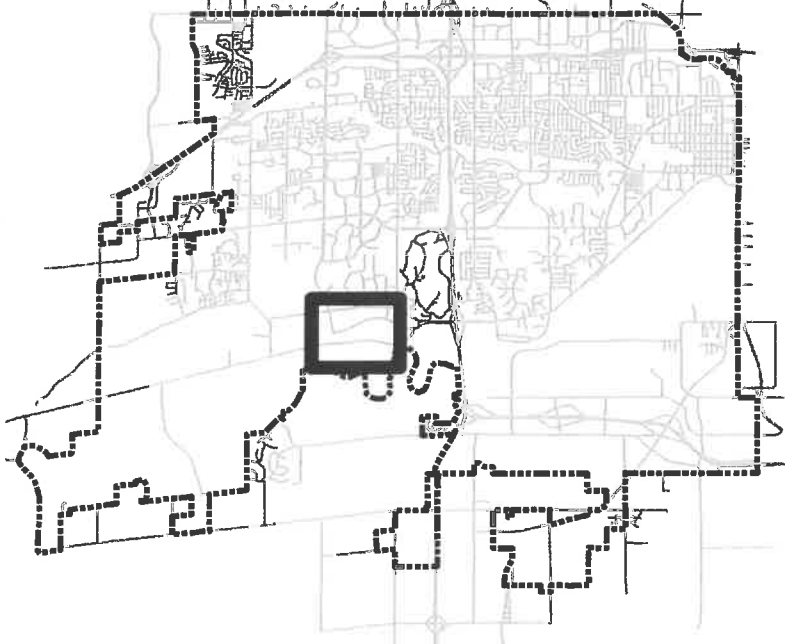
Computer Services	Cost + 10%
Aerial Photogrammetry	Cost + 10%
Professional Services	Cost + 10%
Prints/Plots/Photos	Cost + 10%
Deliveries	Cost + 10%

Color Prints:

Letter Size	\$ 1.00
Legal Size	\$ 2.00



VICINITY MAP



LEGEND

PROJECT LOCATION



PROJECT:

Central Iowa All Sports & Events Complex

LOCATION:

Exhibit "A"

DRAWN BY: JDR

DATE: 8/2/2018

PROJECT NUMBER/NAME: 0510-055-2018

SHT. 1 of 1

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

4(k)2

DATE: October 29, 2018

ITEM:

Resolution - Approving Professional Services Agreement for Owner's Representative Services
MidAmerican Energy Company RecPlex

FINANCIAL IMPACT:

The cost of the Professional Services Agreement associated with Owner's Representative Services for this project is anticipated not to exceed \$98,700.00 for Basic Services. In addition, the cost for performing Resident Consultant Services will not exceed \$565,400.00. 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 funding intended to come from Bond Proceeds ultimately funded by Private Contributions, Mills Parkway Urban Renewal Area TIF Funds, and Hotel/Motel Tax Funds.

BACKGROUND:

Approval of this action authorizes Shive-Hattery, Inc. to provide the professional services necessary to act as the City of West Des Moines' Representative during design and construction of the proposed MidAmerican Energy Company RecPlex to be located at the southeast corner of South Jordan Creek Parkway & Grand Avenue. City staffing levels and expertise are not available to support the construction of this new large-scale facility, thus the need for supplemental support from a Consultant. Shive-Hattery is a local West Des Moines firm and has a full range of professional engineering and architectural services necessary to assist the City of West Des Moines on this project.

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

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

OUTSTANDING ISSUES: None

RECOMMENDATION:

City Council Adopt:

- Resolution Approving Professional Services Agreement for Owner's Representative Services for the MidAmerican Energy Company RecPlex.

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			
Date Reviewed			
Recommendation	Yes	No	Split

RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT

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

**MidAmerican Energy Company RecPlex
Project No. 0510-055-2018**

and,

WHEREAS, said Owner’s Representative Services are necessary; and,

WHEREAS, Engineering Services Department staff have recommended Owner’s Representative Services be provided by Shive-Hattery, Inc., and,

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

Basic Services of the Consultant	\$ 98,700.00
Resident Consultant Services	<u>\$565,400.00</u>
Total	\$664,100.00

therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA, that Shive-Hattery, Inc. is hereby directed to provide Owner’s Representative Services for the above named project.

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

PASSED AND APPROVED on this **29th** day of **October, 2018**.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This Agreement is made and entered into this 29th day of October, 2018, by and between the CITY OF WEST DES MOINES, a municipal corporation, hereinafter referred to as "City", and SHIVE-HATTERY, INC., (Fed. I.D. #42-08770172), a professional corporation incorporated and licensed under the laws of the State of Iowa, party of the second part, hereinafter referred to as "Consultant" as follows:

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

1. SCOPE OF SERVICES

Services provided under this Agreement for Owner's Representative during design and construction of the ~~Central Iowa All Sports & Events Complex~~ (Project No. 0510-055-2018) 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	\$	98,700
II. Resident Consultant Services	\$	565,400
Total	\$	664,100

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

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

4. INSURANCE

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

5. NOTICE

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

FOR THE CITY:

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

FOR THE CONSULTANT:

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

6. GENERAL COMPLIANCE

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

7. STANDARD OF CARE

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

8. INDEPENDENT CONTRACTOR

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

9. NON-DISCRIMINATION

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

10. HOLD HARMLESS

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

11. ASSIGNMENT

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

12. APPROPRIATION OF FUNDS

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

13. AUTHORIZED AMENDMENTS TO AGREEMENT

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

14. OWNERSHIP OF CONSULTING DOCUMENTS

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

15. INTERPRETATION

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

16. COMPLIANCE WITH FEDERAL LAW

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

17. SOLICITATION AND PERFORMANCE

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

18. SUSPENSION AND TERMINATION OF AGREEMENT

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

19. TAXES

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

20. SEVERABILITY

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

21. MISCELLANEOUS HEADINGS

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

22. FURTHER ASSURANCES

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

23. COUNTERPARTS

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

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

SHIVE-HATTERY, INC.

BY: _____



Nathan T. Hardisty, P.E. – Principal

CITY OF WEST DES MOINES

BY: _____

Ryan T. Jacobson, City Clerk

ATTACHMENT 1

SCOPE OF SERVICES

BASIC SERVICES OF THE CONSULTANT

These services constitute support during the time proceeding award of the construction contract. Given that multiple bid packages are anticipated for the work, these tasks will overlap with Resident Consultant Services for a period of time.

- Consistent Owner Representation (COR)
- Assist Owner In Document Review
 - Scope Verification & Quality Review (90%)
- Attend Programming Meeting
- Attend Bid Related Meetings (Pre-Bid & Bid Openings)
- Review Bid Related Changes to the Documents
- Multi-Discipline Review Designer's Cost Opinion
- Participate in Value Analysis to Reduce Cost (If Required)
- Assist Owner in Review/Coordination of Front End Specifications
- Develop Owner's Performance Requirement (OPR) Document

RESIDENT CONSULTANT SERVICES

These services constitute support during the time from award of the construction contract through Owner occupation of the facility.

- Consistent Owner Representation (COR)
- Attend All Construction Meetings
- Visit Site Daily to Review Progress
- Inform Designer and Owner of Deviations from Documents
- Maintain Construction Progress Logs
- Provide Engineering Staff for Onsite Review as Required
- Maintain Potential Construction Change Log
- Review Contractor Pay-Applications
- Compare Construction Progress With Contractor's Schedule
- Assist Contractor in Safety Program Compliance
- With the anticipation of Multiple Prime Contractors...
 - Coordinate Onsite Activities and Work Space Allocations
 - Coordinate Special Inspections and Materials Testing
 - Maintain Overall Schedule Developed from All Primes
 - Lead Construction Meetings Attended By All Primes
- Maintain Records for Work Completed Under Unit Pricing
- Regularly Review Contractor's As-Built Documentation
- Observe Final Testing and Startup of All Systems
- Participate in Substantial and Final Completion Walkthroughs
- Participate in 10 Month Warranty Walkthrough
- Document Items to be Addressed Under Warranties
- Review Work Completed Under Warranty

The preceding scope of services is based upon an approximate building construction of 250,000 square feet and an approximate building and site cost of \$25,000,000. These costs exclude the land acquisition and professional services. These assumptions are based upon the ~~Central Iowa All Sports & Events Complex~~ report, dated August 1, 2018. Additionally, the construction period is assumed to extend for 52 weeks.

MidAmerican Energy Company RecPlex

ATTACHMENT 2

PROJECT SCHEDULE

Basic Services of the Consultant:

The schedule will be set by design architect. It is anticipated that various bid packages will be released between November 2018 and April 2019.

Anticipated Resident Consultant Services:

The schedule will be set by the design architect. It is anticipated that construction for the various bid packages will begin Spring 2019. 52 weeks have been assumed for the onsite construction representation services.

ATTACHMENT 3

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

PROFESSIONAL STAFF:

Grade 1	\$ 86.00
Grade 2	\$103.00
Grade 3	\$116.00
Grade 4	\$130.00
Grade 5	\$142.00
Grade 6	\$155.00
Grade 7	\$168.00
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TECHNICAL STAFF:

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Drone Surveyor (Thermography)	\$300.00
Scanning Surveyor	\$150.00
Surveyor with Two Scanners	\$200.00

REIMBURSABLE EXPENSES:

TRAVEL

Mileage- Car/Truck	\$0.54/ Mile
Mileage- Survey Trucks	\$0.64/ Mile

IN-HOUSE SERVICES

Prints/Plots:

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

OUTSIDE SERVICES

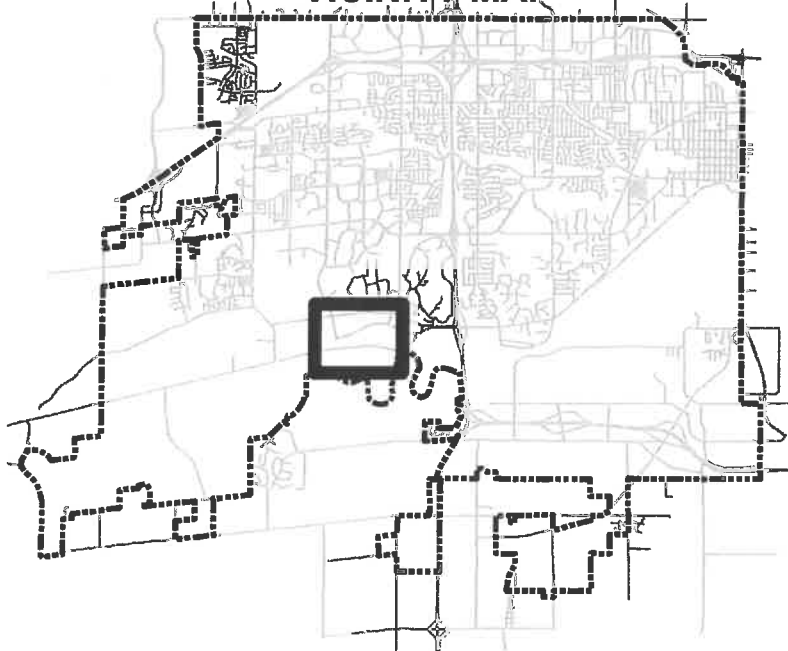
Computer Services	Cost + 10%
Aerial Photogrammetry	Cost + 10%
Professional Services	Cost + 10%
Prints/Plots/Photos	Cost + 10%
Deliveries	Cost + 10%

Color Prints:

Letter Size	\$ 1.00
Legal Size	\$ 2.00

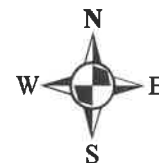


VICINITY MAP



LEGEND

PROJECT LOCATION



PROJECT:

Central Iowa All Sports & Events Complex

LOCATION:

Exhibit "A"

DRAWN BY: JDR

DATE: 8/2/2018

PROJECT NUMBER/NAME: 0510-055-2018

SHT. 1 of 1

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

4(k)3

DATE: October 29, 2018

ITEM:

Resolution - Approving Professional Services Agreement
Public Safety Station #21 Flat Roof Replacement

FINANCIAL IMPACT:

The cost of the Professional Services Agreement associated with the design of this project is anticipated not to exceed \$20,120.00 for Basic Services. In addition, the cost for performing Resident Consultant Services will not exceed \$10,500.00. 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 OPN Architects, Inc. to perform the professional services necessary for the flat roof replacement at Public Safety Station #21 located at 3421 Ashworth Road. The existing roof is experiencing leaks at multiple locations and is in need of replacement. This work has been planned for a couple of years, but was delayed until HVAC improvements were complete at this 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.

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

OUTSTANDING ISSUES: None

RECOMMENDATION:

City Council Adopt:

- Resolution Approving Professional Services Agreement for Public Safety Station #21 Flat Roof Replacement.

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

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT

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

**Public Safety Station #21 Flat Roof Replacement
Project No. 0510-057-2018**

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 OPN Architects, Inc., and,

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

Basic Services of the Consultant	\$20,120.00
Resident Consultant Services	<u>\$10,500.00</u>
Total	\$30,620.00

therefore,

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

PASSED AND APPROVED on this **29th** day of **October, 2018**.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This Agreement is made and entered into this 29th day of October 2018, by and between the CITY OF WEST DES MOINES, a municipal corporation, hereinafter referred to as "City", and OPN Architects, (Fed. I.D. # 42-1043334), 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 **Public Safety Station #21 Flat Roof Replacement (Project No. 0510-057-2018)** 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	\$ 20,120.00
II. Resident Consultant Services	<u>\$ 10,500.00</u>
Total	\$ 30,620.00

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

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

4. INSURANCE

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

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

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

5. NOTICE

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

FOR THE CITY:

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

FOR THE CONSULTANT:

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

6. GENERAL COMPLIANCE

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

7. STANDARD OF CARE

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

8. INDEPENDENT CONTRACTOR

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

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

9. NON-DISCRIMINATION

Consultant will not discriminate against any employee of applicant for employment because of 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 affected 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 affect the provisions and purposes of this Agreement.

23. COUNTERPARTS

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

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

CONSULTANT

CITY OF WEST DES MOINES

BY: _____

BY: _____

Richard S. Seely AIA, Principal
OPN Architects

Ryan T. Jacobson, City Clerk

ATTACHMENT 1

SCOPE OF SERVICES

Project Understanding:

1. Project is for architectural services required for the design and construction monitoring associated with the roof replacement at Public Safety Station #21 located at 3421 Ashworth Road.
2. Project may require temporary removal and reinstallation of existing mechanical units/ equipment located on the roof.
3. Skylight repairs may be necessary.
4. Roof replacement is anticipated to be EPDM.

Services Provided:

PreDesign Services

- Visit the project site to review existing conditions.
- Prepare Design Intent with Owner and occupants to confirm expectations and Scope of Work.

Design Services

- Prepare preliminary Conceptual Design solutions for roof replacement and identify full scope or work with Owner.
- Prepare Construction Drawings and Specifications for Roof Replacement.
- Assist in Bid Process.
- Conduct Resident Services [Construction Administration] for the project including response to RFIs, preparation of ITCs, shop drawing review, design interpretation during construction, on-site observation, reporting, development of pay applications and change orders, weekly reports, and as-constructed drawings.

Assumptions:

- Owner will provide the boiler plate front end specification documents for OPN's use.
- MEP engineering and Structural engineering is not anticipated to be necessary and is not included in services.
- No work to areas other than the exterior roof is anticipated or included in services. No interior work is required.

ATTACHMENT 2

PROJECT SCHEDULE

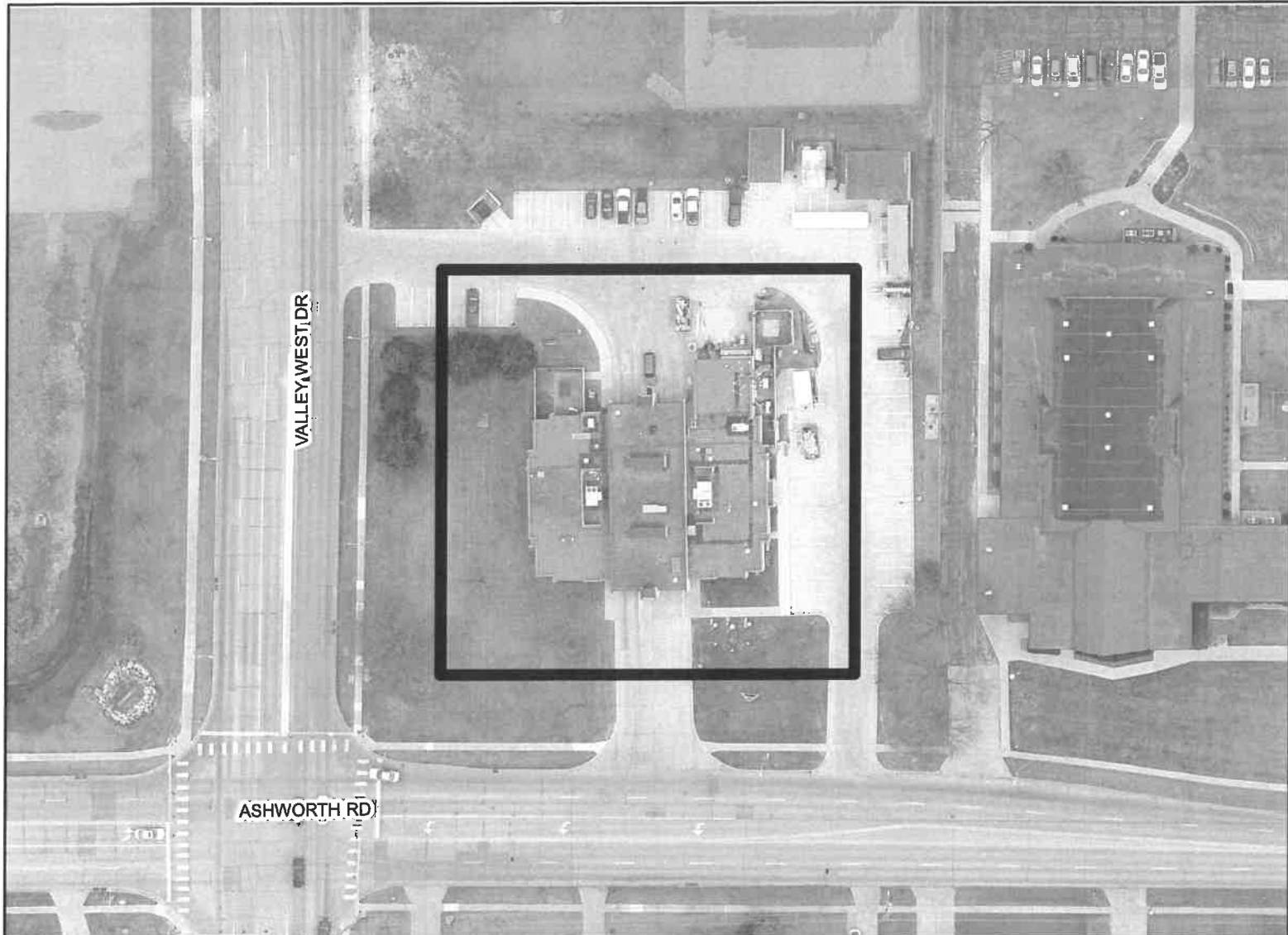
Agreement Approval:	October 29, 2018
Construction Documents Complete:	December 15, 2018
Spring 2019 Bid Release:	Date TBD

ATTACHMENT 3

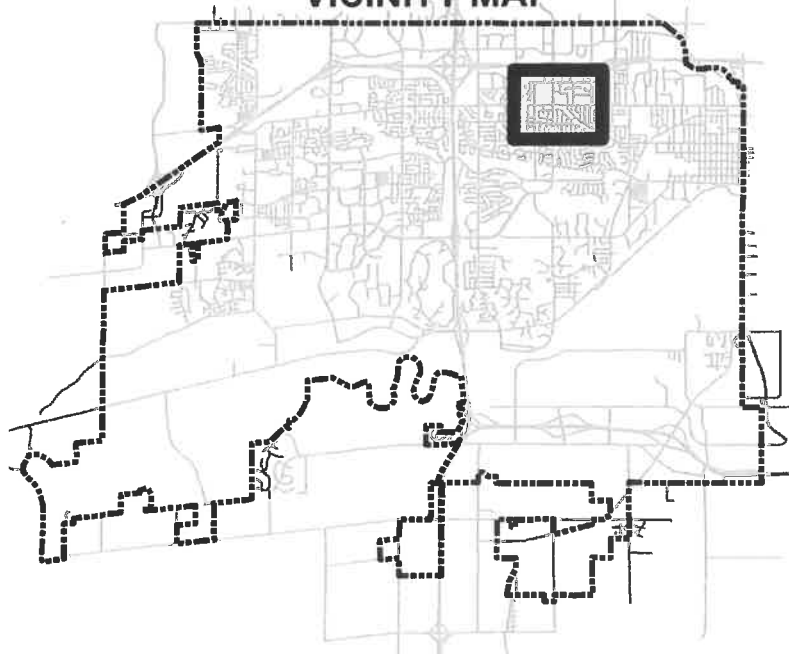
SCHEDULE OF FEES

OPN ARCHITECTS, INC.
2018 HOURLY FEE RATE

PRINCIPAL	\$260/HOUR
ASSOCIATE PRINCIPAL	\$175/HOUR
ASSOCIATE	\$150/HOUR
PROJECT ARCHITECT/PROJECT MANAGER	\$115/HOUR
ARCHITECT	\$100/HOUR
LANDSCAPE ARCHITECT	\$80/HOUR
JOB CAPTAIN	\$85/HOUR
INTERN ARCHITECT	\$70/HOUR
SENIOR INTERIOR DESIGNER	\$95/HOUR
CONSTRUCTION ADMINISTRATOR	\$95/HOUR
REVIT DRAFTSPERSON	\$50/HOUR
INTERIOR DESIGNER (NCIDQ CERTIFIED)	\$75/HOUR
INTERIOR DESIGNER	\$60/HOUR
DIRECTORS OF BUSINESS SUPPORT	\$100/HOUR
MARKETING COORDINATOR	\$55/HOUR
ADMINISTRATIVE STAFF	\$55/HOUR
COLLEGE INTERNS	\$35/HOUR

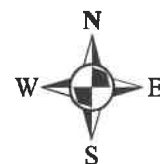


VICINITY MAP



LEGEND

PROJECT LOCATION 



PROJECT:

Public Safety Station #21 Flat Roof Replacement

LOCATION:

Exhibit "A"

DRAWN BY: JDR

DATE: 10/17/2018

PROJECT NUMBER/NAME: 0510-057-2018

SHT. 1 of 1

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

4(k)4

DATE: October 29, 2018

ITEM:

Resolution - Approving Professional Services Agreement
Garage Door Replacements - Public Services Facility and Public Safety Station #17, #18 & #19

FINANCIAL IMPACT:

The cost of the Professional Services Agreement associated with the design of this project is anticipated not to exceed \$25,600.00 for Basic Services. In addition, the cost for performing Resident Consultant Services will not exceed \$6,400.00. 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 Design Alliance, Inc. to perform the professional services necessary for garage door replacements at the following City Facilities: Public Services Facility located at 560 South 16th Street, Public Safety Station #17 located at 1401 Railroad Avenue, Public Safety Station #18 located at 5025 Grand Avenue, and Public Safety Station #19 located at 8055 Mills Civic Parkway.

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

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

OUTSTANDING ISSUES: None

RECOMMENDATION:

City Council Adopt:

- Resolution Approving Professional Services Agreement for Garage Door Replacements - Public Services Facility and Public Safety Station #17, #18 & #19.

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 <i>[Signature]</i>
Legal	Richard Scieszinski, City Attorney <i>[Signature]</i>
Agenda Acceptance	<i>[Signature]</i>

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT

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

**Garage Door Replacements - Public Services Facility and Public Safety Station #17, #18 & #19
Project No. 0510-044-2017**

and,

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

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

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

Basic Services of the Consultant	\$25,600.00
Resident Consultant Services	<u>\$ 6,400.00</u>
Total	\$32,000.00

therefore,

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

PASSED AND APPROVED on this 29th day of **October, 2018**.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This Agreement is made and entered into this 29th day of October 2018, by and between the CITY OF WEST DES MOINES, a municipal corporation, hereinafter referred to as "City", and Design Alliance, Inc. (Fed. I.D. #42-1062556), 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 Garage Door Replacements at Public Services Facility and Public Safety Station Nos. 17, 18 & 19 (Project No. 0510-044-2017) shall be as further described in Attachment 1, Scope of Services.

2. SCHEDULE

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

3. COMPENSATION

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

I. Basic Services of the Consultant	\$ 25,600
II. Resident Consultant Services	<u>\$ 6,400</u>
Total	\$ 32,000

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

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

4. INSURANCE

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

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

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

5. NOTICE

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

FOR THE CITY:

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

FOR THE CONSULTANT:

Name: Design Alliance, Inc.
Attn: David J. Harrison, AIA
Address: 14225 University Ave Suite #110
City, State: Waukegan, IA 50263

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.

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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.

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.

DESIGN ALLIANCE, INC.

CITY OF WEST DES MOINES

BY: 
David J. Harrison, Principal

BY: _____
Ryan T. Jacobson, City Clerk

ATTACHMENT 1

SCOPE OF SERVICES

Project Scope involves design services for analyzing potential options, and preparing design and Construction Documents for a maintenance project involving overhead door replacements at the following buildings, with associated project budgets:

Public Services Facility	\$15,000
Public Safety Station No. 17	\$83,000
Public Safety Station No. 18	\$42,000
Public Safety Station No. 19	\$42,000
Total	\$182,000

The scope of the design work includes architectural services. The scope of the work includes the preparation of a detailed quantity and unit price opinion of the probable construction cost. The scope includes limited electrical engineering – assuming the existing doors will be replaced with very similar “in kind” replacement doors. The scope does not include surveying, geotechnical explorations or reporting, construction material testing, or special inspections. The scope does not include structural or civil engineering services.

The work included in “Basic Services” includes:

- Services normally associated with Design Development and Construction Document.
- Review of design documents with Owner.
- Printing of Bidding Documents.
- Distribution of Bidding Documents.
- Notice to Bidders.
- Addressing any questions that arise during the bidding process.
- Issuing any necessary addenda.
- Conduct a pre-bid meeting, if deemed necessary.
- Attend the bid opening.
- Prepare a final bid tabulation and provide letter of recommendation on award of contract.
- Assist with securing contractual documents.
- Conduct a preconstruction meeting and generate minutes.

The project will be publically bid.

Throughout the project Design Alliance will submit bi-weekly status reports, while work is occurring, including updates on action items required of the City.

The work included in “Resident Services” includes:

- Visit the project site to observe construction at intervals appropriate to the construction activity.
- Prepare proposal requests for necessary changes to the construction documents.
- Conduct construction meetings, anticipated every two (2) weeks and prepare / distribute minutes.
- Prepare and distribute written architect’s field reports.
- Review and process shop drawings.
- Resolve construction issues on a timely basis.
- Review and certify Contractor’s Pay Applications.
- Address RFI’s on a timely basis.
- Prepare Change Orders as required.
- Conduct one substantial completion inspection and a final follow-up.

- Prepare Certificate of Substantial Completion.
- Provide record drawings at the end of the project.

ATTACHMENT 2

PROJECT SCHEDULE

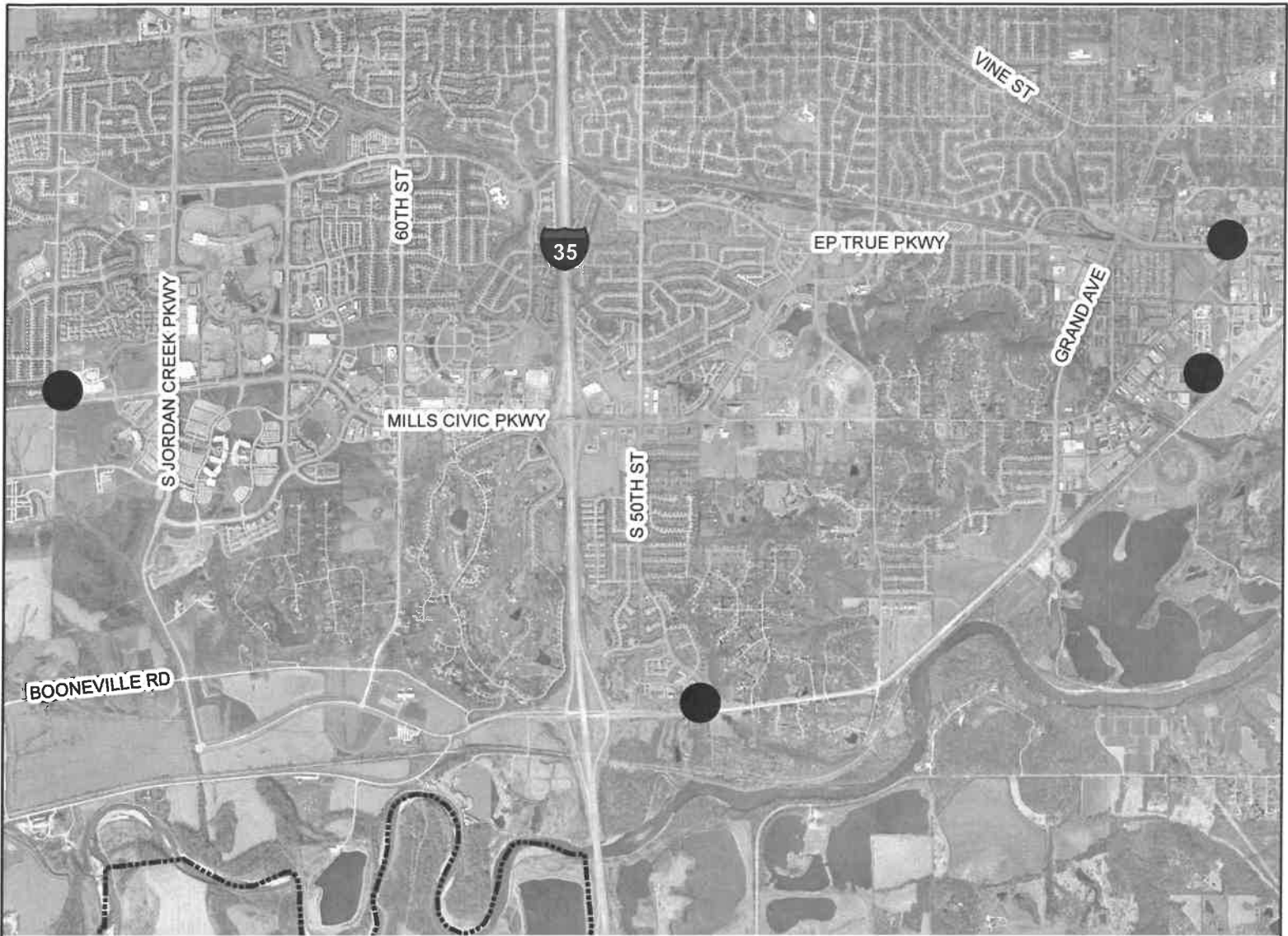
The following design and construction schedule is anticipated:

- Authorization to proceed with design – October 30, 2018.
- Completion of services typically defined as Design Development, with completion of cost estimate by December 31, 2018.
- Completion of Construction Documents for Bidding by January 31, 2019.
- Resident Services Commencing in March 2019, with Completion approximately 90 days after.

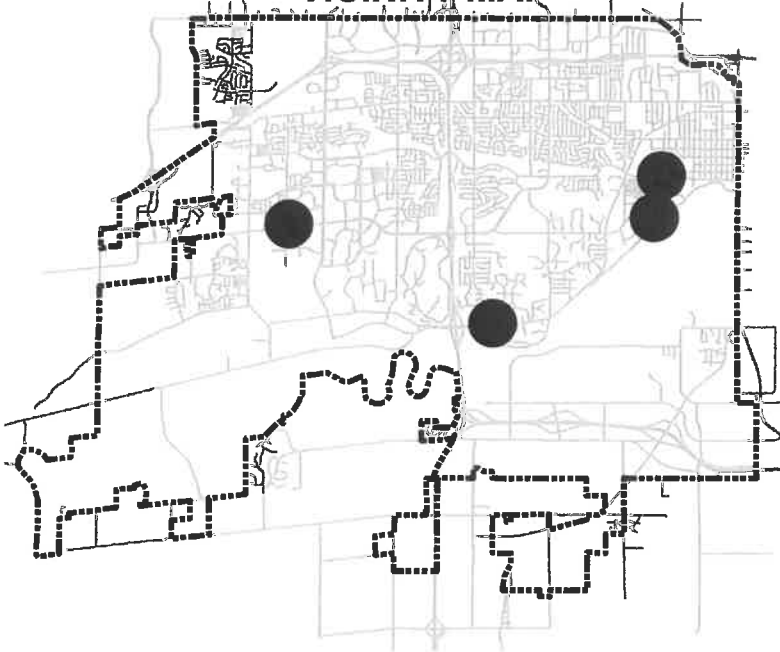
ATTACHMENT 3

SCHEDULE OF FEES

Principal/Architect	\$175.00
Senior Architect	\$158.00
Project Architect	\$150.00
Architect	\$124.00
Project Manager	\$105.00
Senior Designer	\$100.00
Senior Drafter	\$ 85.00
Junior Drafter	\$ 63.00
Clerical	\$ 68.00



VICINITY MAP



LEGEND

PROJECT LOCATION



PROJECT: **Public Services, Public Safety Stations 17, 18, & 19
Garage Door Replacements**

LOCATION: **Exhibit "A"**

DRAWN BY: JDR

DATE: 10/17/2018

PROJECT NUMBER/NAME: 0510-044-2017

SHT. 1 of 1

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

DATE: October 29, 2018

ITEM:

Resolution - Approving Professional Services Agreement for HVAC Commissioning Services
West Public Services Facility

FINANCIAL IMPACT:

The cost of the Professional Services Agreement associated with the HVAC Commissioning of this project is anticipated not to exceed \$49,140.00 for Basic Services. In addition, the cost for performing Testing, Adjusting & Balancing (TAB) will not exceed \$22,840.00 for Resident Consultant 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 Systems Management & Balancing, Inc. to perform the commissioning & TAB services in conjunction with the design and construction activities for the proposed West Public Services Facility to be located at the southwest corner of South 88th Street & Grand Avenue. Commissioning is a quality-focused process that involves the verification that all systems achieve the owner's project requirements as intended by the building owner and as designed by the architect/engineer. City Staff are working on a separate agreement with another Consultant for Building Envelope Commissioning and it will be presented at a future City Council meeting.

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

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

OUTSTANDING ISSUES: None




RECOMMENDATION:

City Council Adopt:

- Resolution Approving Professional Services Agreement for HVAC Commissioning Services for the West Public Services Facility.

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

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 APPROVING PROFESSIONAL SERVICES AGREEMENT

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

**West Public Services Facility
Project No. 0510-027-2017**

and,

WHEREAS, to verify that all of the HVAC components achieve the owner’s project requirements as intended by the building owner and as designed by the engineer for the public improvement, an independent commissioning and testing agent is required; and,

WHEREAS, Engineering Services Department staff have recommended Plans, Specifications, Form of Contract, and Estimate of Cost be prepared by Systems Management & Balancing, Inc., and,

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

Basic Services of the Consultant	\$49,140.00
Resident Consultant Services	<u>\$22,840.00</u>
Total	\$71,980.00

therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA, that Systems Management & Balancing, Inc. is hereby directed to perform HVAC Commissioning Services for the above named project.

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

PASSED AND APPROVED on this **29th** day of **October, 2018**.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This Agreement is made and entered into this 29th day of October, 2018, by and between the CITY OF WEST DES MOINES, a municipal corporation, hereinafter referred to as "City", and Systems Management & Balancing, Inc., (Fed. I.D. #48-1276814), a subchapter S 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 West Public Services Facility (Project No. 0510-027-2017) shall be as further described in Attachment 1, Scope of Services.

2. SCHEDULE

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

3. COMPENSATION

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

I.	Basic Services of the Consultant	\$49,140.00
II.a.	Resident Consultant Services Base Bid	\$17,640.00
II.b.	Resident Consultant Services Add Alternate #2 Build out MOC	\$ 2,800.00
II.c.	Resident Consultant Services Add Alternate #3 Bldg. 3 Cold Storage	<u>\$ 2,400.00</u>
	Total	\$71,980.00

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

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

4. INSURANCE

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

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

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

5. NOTICE

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

FOR THE CITY:

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

FOR THE CONSULTANT:

Name: Systems Management & Balancing, Inc.
Attn: James E. Hall, PE
Address: 925 SE Olson Drive
City, State: Waukee, IA 50263

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

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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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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.

Systems Management & Balancing, Inc,

CITY OF WEST DES MOINES

BY:  _____
James E. Hall, President

BY: _____
Ryan T. Jacobson, City Clerk

ATTACHMENT 1 SCOPE OF SERVICES

Basic Services of the Consultant - HVAC & Lighting Control Commissioning

HVAC & LIGHTING CONTROL COMMISSIONING SCOPE OF SERVICES

1. Develop and maintain the Commissioning Plan.
2. Attend & administer commissioning meetings as required.
3. Project site visits as required.
4. Design document review for system accessibility and functionality.
5. Develop Pre-Function Checklists (PFCs)
6. Perform/complete PFCs (**NOTE THE PFCs ARE COMPLETED BY THE SYSTEMS MANAGEMENT & BALANCING COMMISSIONING STAFF AND NOT EXPECTED/REQUIRED TO BE COMPLETED BY THE CONSTRUCTION TEAM**).
7. Develop Functional Performance Tests (FPTs). This includes a control system review that is required to develop the FPTs.
8. Perform FPTs with the assistance of the construction team.
9. Generate and maintain the Commissioning Issues Report (CIR).
10. Coordination of Owner training (Training to be performed by the Project Construction Team).
11. Publish Final Commissioning Report

HVAC EQUIPMENT/SYSTEM TO BE COMMISSIONED

1. AHU-1 (design document review).
2. RTU-1 & RTU-2.
3. ERV-1.
4. MAU-1, MAU-2, MAU-3, MAU-4, MAU-5 & MAU-6.
5. Twenty-one (21) VAV Boxes with hot water reheat.
6. HP-1, HP-2, HP-3 & associated AACUs.
7. Eighteen (18) Power Roof Ventilators (PRVs).
8. Twelve (12) Ceiling Exhaust Fans (CEFs).
9. One (1) vehicle exhaust fan EF-1.
10. Eighteen (18) Radiant Heaters (RHs).
11. Twenty-two (22) gas fired Unit Heaters and Electric Heaters.
12. HVAC heating water system.
13. Domestic hot water recirculation system.

LIGHTING CONTROL & EMERGENCY ELECTRICAL EQUIPMENT/SYSTEM TO BE COMMISSIONED

1. Approximately (75) occupancy sensors and/or lighting control sensors.
2. One (1) automatic transfer switch & emergency generator system.

EQUIPMENT/SYSTEMS NOT INCLUDED IN THE COMMISSIONING SCOPE OF WORK:

1. Fire alarm system & Fire Suppression systems.
2. Security system.
3. Technology systems.
4. Communication Systems.
5. Electrical power systems.
6. O&M manual review.
7. Owner training services.
8. Assistance from the Project Contracting team, including but not limited to, the BAS contractor and equipment manufacturers is required. Cost for this assistance is NOT included in our proposal.

Resident Consultant Services – Test, Adjust & Balance

THE HVAC TAB SCOPE OF WORK INCLUDES THE TESTING, ADJUSTING & BALANCING FOR THE FOLLOWING SYSTEMS/EQUIPMENT:

1. RTU-1 & RTU-2.
2. ERV-1.
3. MAU-1, MAU-2, MAU-3, MAU-4, MAU-5 & MAU-6.
4. Twenty-one (21) VAV Boxes with hot water reheat.
5. HP-1, HP-2, HP-3 & associated AACUs.
6. Eighteen (18) Power Roof Ventilators (PRVs).
7. Twelve (12) Ceiling Exhaust Fans (CEFs).
8. One (1) vehicle exhaust fan EF-1.
9. HVAC heating water system.
10. Domestic hot water recirculation system.

ADD ALTERNATES

1. Resident Consultant Services Alternate #2 Build Out MOC AHU-1
2. Resident Consultant Services Alternate #3 Bldg. 3 Cold Storage MAU-6, PRV-17, PRV-18, CEF-8, UH-14 & UH-15

HVAC TEST, ADJUST, & BALANCE CLARIFICATIONS & EXCLUSIONS:

1. Any necessary parts and/or labor for changes in pulleys and/or belts or the addition of necessary dampers for correct air balance are NOT included in this proposal.
2. Any necessary parts and/or labor for addition of test cocks/ports on the water system are NOT included in this proposal.

ATTACHMENT 2

PROJECT SCHEDULE

- Design Document Review November – December 2018
- Construction January 2019 – June 2020

ATTACHMENT 3

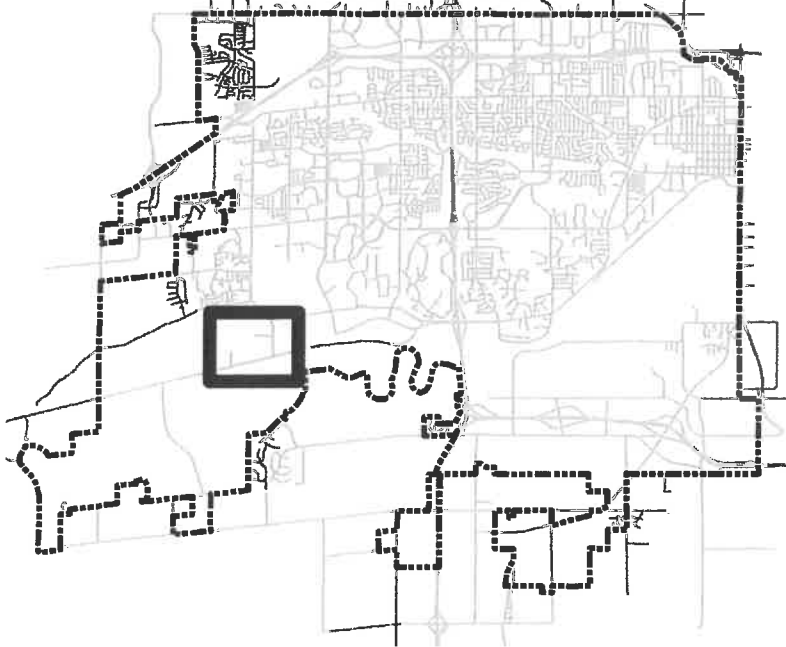
SCHEDULE OF FEES

STAFF HOURLY RATE

Lead Commissioning Agent (LCxA)	\$130.00
Commissioning Technician (CxT)	\$120.00
TAB Project Manager (TAB PM)	\$110.00
TAB Technician (TABT)	\$105.00

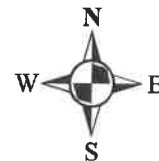


VICINITY MAP



LEGEND

PROJECT LOCATION



PROJECT:

West Public Services Facility

LOCATION:

South 88th Street & Grand Avenue

DRAWN BY: JDR

DATE: 8/8/2018

PROJECT NUMBER/NAME: 0510-027-2017

SHT. 1 of 1

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

DATE: October 29, 2018

ITEM: Resolution - Approval and Acceptance of Purchase Agreements and Conveyance of Property Interests for Project Osmium Public Infrastructure (Veterans Parkway: SW 60th Street to SW Wild Rose Lane)

FINANCIAL IMPACT: \$257,317.50 (previously budgeted)

SYNOPSIS: Property interests necessary for the Project Osmium Public Infrastructure (Veterans Parkway: SW 60th Street to SW Wild Rose Lane) have been acquired through negotiated purchase agreements at the appraised fair market value from the owners shown on **Exhibit "A"**, with additional comments and/or additional costs not reflected in the appraisals shown in bold, if any. The attached resolution approves the purchase agreements and, for policy and title purposes, formally accepts the property interests and authorizes the filing of all relevant documents. Costs associated with acquisition of the property interests will be paid from Account No. 500.000.000.5550.730, Project No. 0510 010 2017.

OUTSTANDING ISSUES (if any): None.

RECOMMENDATION:

Adopt Resolution Approving and Accepting Purchase Agreements and Conveyance of Property Interests to the City of West Des Moines for the Project Osmium Public Infrastructure (Veterans Parkway).

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

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

RESOLUTION NO. _____

**AUTHORIZING APPROVAL AND ACCEPTANCE OF PURCHASE AGREEMENTS AND
CONVEYANCE OF PROPERTY INTERESTS FOR THE CONSTRUCTION OF
THE PROJECT OSMIUM PUBLIC INFRASTRUCTURE
(VETERANS PARKWAY: SW 60TH TO SW 88TH, PROJECT NO. 0510-010-2017).**

WHEREAS, on June 26, 2017, the City Council of the City of West Des Moines, Iowa established the fair market value and authorized the acquisition of property and easements, including any leasehold interests, necessary for the construction of the Project Osmium Public Infrastructure (Veterans Parkway: SW 60TH to SW 88TH, Project No. 0510-010-2017); and

WHEREAS, it is the policy of the City of West Des Moines, Iowa, to approve the conveyance of all property interests to the City; and

WHEREAS, the City of West Des Moines has negotiated purchase agreements for the acquisition of property interests necessary for the Project; and

WHEREAS, the names of the property owners and the fair market value of the property to be acquired through purchase agreements are attached hereto as **Exhibit "A"** and made a part of this resolution; and

WHEREAS, documents conveying property interests necessary to complete the project have been presented to the City for approval; and

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

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

1. The documents described above conveying property interests to the City of West Des Moines, Iowa, are hereby approved and accepted.
2. The City Clerk is directed to certify the Council's approval and acceptance.
3. The City Attorney is authorized to take all steps necessary and consistent with the Purchase Agreements to acquire the property interests.
4. The documents shall be filed with the county recorder as appropriate.
5. The Director of Finance is authorized to make payment to the property owners shown on the attached **Exhibit "A"** pursuant to the terms and conditions of the Purchase Agreements.

PASSED AND ADOPTED this 29th day of October, 2018.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson
City Clerk

Exhibit "A"

PROJECT OSMIUM PUBLIC INFRASTRUCTURE
(VETERANS PARKWAY: SW 60TH STREET TO SW WILD ROSE LANE,
PROJECT NO. 0510-010-2017)

<u>PARCEL #</u>	<u>PROPERTY OWNER</u>	<u>ACQUIRED PRICE-FMV</u>	
"010-02-F1" "010-02-F2"	Flinn Farms, LLC c/o Vernon and Tonya Flinn 3332 105th Street and surrounding agriculture parcels, Cumming	\$257,317.50	*additional \$10,400 for administrative settlement, \$4,000 for anticipated corn crop damage due to soil compaction, and \$25,317.50 for removal and/or reconstruction of drainage tile
	TOTAL	\$257,317.50	

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

ITEM: Redevelopment Funding Programs in Historic West Des Moines **DATE:** October 29, 2018

MOTION: Approval of F&A Subcommittee Recommendation

FINANCIAL IMPACT: No financial impact at this time.

BACKGROUND: On February 6, 2017, the City Council passed resolutions to create policies for the Property Improvement Fund (PIF) and Regulatory Compliance Fund (RCF) pilot programs. These programs were created to encourage redevelopment projects within properties in the Historic West Des Moines study area. These programs can be used together, but are mutually exclusive to the Property Tax Rebate program.

Staff has been contacted by the operator of the Justice League of Food’s Commissary Kitchen at “The Foundry” about eligibility of their operation to apply for the last round of funding through the Regulatory Compliance Fund and the Property Improvement Fund. The guidelines adopted by the City Council state: “These funds {Regulatory Compliance Fund} may be used in combination with the Property Improvement Funds (PIF), but not with the Property Tax Rebate Program (PTR)”.

The owner of the property in question received funding through the Property Tax Rebate Program. This would make the Commissary Kitchen’s request invalid. The operator is requesting that the City Council waive this restriction.

This request was brought before the Finance and Administration Subcommittee on October 24, 2018. The recommendation from the F&A Subcommittee is the following:

Amend the regulations to allow the use of the Property Tax Rebate program with the two Valley Junction rehab programs (PIF & RCF) only if the tenant is a separate entity from the developer receiving the Property Tax Rebate program rebates. Under this model, if both programs were utilized, only the tenant would be eligible for the PIF and RCF, and the developer would be eligible for the Property Tax Rebate program.

It is important to note that all programs (PIF, RCF, PTR) are pilot programs and will expire on December 31, 2018.

OUTSTANDING ISSUES: There are no outstanding issues.

RECOMMENDATION: Approval of recommendation from Finance and Administration Subcommittee.

Lead Staff Member: Katie Hernandez, Business Development Coordinator, CED *KHA*

STAFF REVIEWS

Department Director	Clyde E. Evans, Director, Community and Economic Development
Appropriations/Finance	
Legal	<i>RJS</i>
Agenda Acceptance	<i>(K)</i>

PUBLICATION(S) (if applicable)

Published In	N/A
Dates(s) Published	N/A

SUBCOMMITTEE REVIEW (if applicable)

Committee	Finance & Administration		
Date Reviewed	10/24/2018		
Recommendation	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Split <input type="checkbox"/>

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

ITEM: Approval of Proclamation
Extra Mile Day

DATE: October 29, 2018

FINANCIAL IMPACT: None

BACKGROUND:

In support of the nationwide Extra Mile Day, the City of West Des Moines recognizes the special vibrancy that exists within the entire community when its individual citizens collectively "go the extra mile" in personal effort, volunteerism, and service.

OUTSTANDING ISSUES (if any): None

RECOMMENDATION:

Approval of Proclamation declaring November 1, 2018 as Extra Mile Day in the City of West Des Moines.

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

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

Proclamation
Extra Mile Day
November 1, 2018

Whereas, West Des Moines is a community which acknowledges that a special vibrancy exists within the entire community when its individual citizens collectively “go the extra mile” in personal effort, volunteerism, and service; and

Whereas, West Des Moines is a community which encourages its citizens to maximize their personal contribution to the community by giving of themselves wholeheartedly and with total effort, commitment, and conviction to their individual ambitions, family, friends, and community; and

Whereas, West Des Moines is a community which chooses to shine a light on and celebrate individuals and organizations within its community who “go the extra mile” in order to make a difference and lift up fellow members of their community; and

Whereas, West Des Moines acknowledges the mission of Extra Mile America to create 550 Extra Mile cities in America and is proud to support “Extra Mile Day” on November 1, 2018.

NOW, THEREFORE, I, Steven K. Gaer, Mayor of the City of West Des Moines, Iowa, do hereby proclaim November 1, 2018, to be Extra Mile Day. I urge each individual in the community to take time on this day to not only “go the extra mile” in his or her own life, but to also acknowledge all those who are inspirational in their efforts and commitment to make their organizations, families, community, country, or world a better place.

Signed this 29th day of October, 2018.

ATTEST:

Steven K. Gaer, Mayor

Ryan T. Jacobson, City Clerk

CHANGED FROM PREVIOUS READING

CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATIONDate: October 29, 2018

ITEM: The Shoppes at Valley West, 3330 Westown Parkway – Repeal the Valley South/Watson Center PUD and Replace with The Shoppes at Valley West PUD to govern redevelopment of the PUD site – The Shoppes at Valley West LLC – ZC-003678-2017

ORDINANCE: Approval of Second Reading, Waive the Third Reading, and Adopt Ordinance in Final form

FINANCIAL IMPACT: Undetermined.

BACKGROUND: The Shoppes at Valley West LLC requests approval of a Planned Unit Development (PUD) to replace the Valley South/Watson Center PUD to outline development standards and regulations for redevelopment of that property located at 3330 Westown Parkway.

Previous City Council Action

Vote: 4-0 Approval, Council member Trimble absent

Date: July 9, 2018

Motion: Approval of the first reading of the amendment to The Shoppes at Valley West Planned Unit Development.

STAFF COMMENTS:

Vehicle Trip Generation: Paragraph 2 under Section 12 of the previously provided ordinance was removed. This paragraph discussed alternate land uses and analysis for the PUD area and proposed a total trip generation allocation of 407 trips based on what is presently within the site. Instead, a trip generation analysis based on the building square footages allowed with the original PUD was used which resulted in a trip generation count of 560 p.m. peak trips that may be generated with the original PUD plan. Staff reviewed the uses used and agreed that it was an acceptable analysis of the original PUD. Therefore, the paragraph has been changed to reflect the 560 p.m. trip count.



Signage: Additionally, since the first reading of the PUD, the applicant has requested a slight modification to the Sign provisions that outlines how the signage allowance for tenant spaces interior to the site and without direct visibility of building entries from Westown Parkway will be calculated. Staff is comfortable with the proposed and has included that language in this PUD draft.

Staff does not believe that these changes warrant another public hearing and recommends that the City Council continue to approve the second reading, waive the third reading and adopt the ordinance in final form.

RECOMMENDATION: Based upon the preceding review, Staff recommends the City Council approve the second reading, waive the third reading and adopt The Shoppes at Valley West Planned Unit Development to outline development standards and regulations for redevelopment of the PUD area.

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	June 8, 2018
Letter sent to surrounding property owners	June 6, 2018

SUBCOMMITTEE REVIEW (if applicable)

Committee	Development & Planning		
Date Reviewed	November 13, 2017 and May 29, 2018		
Recommendation	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Split <input type="checkbox"/>

ATTACHMENTS:

Exhibit I - Ordinance

Prepared by: K. Tragesser, Development Services, City of West Des Moines, PO Box 65320, West Des Moines, IA 50265
Return To: City Clerk, City of West Des Moines, P.O. Box 65320, West Des Moines, IA 50265
Tax Statement: Not Applicable

ORDINANCE NO.

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP AND THE CITY CODE OF THE CITY OF WEST DES MOINES, IOWA, 2014, BY AMENDING TITLE 9, ZONING, CHAPTER 9, PLANNED UNIT DEVELOPMENT DISTRICT, PERTAINING TO PUD (PLANNED UNIT DEVELOPMENT) DISTRICT REGULATIONS AND GUIDELINES TO REPEAL AND REPLACE THE VALLEY SOUTH/WATSON CENTER PUD #20 WITH THE SHOPPES AT VALLEY WEST PLANNED UNIT DEVELOPMENT

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

SECTION 1. AMENDMENT: Amend the Zoning Map of the City of West Des Moines, Iowa, to repeal Planned Unit Development Ordinances #625, #675, #697, #797, #839, #2115 **Valley South/Watson Center #20** in their entirety and replace with the following **The Shoppes at Valley West Planned Unit Development #20:**

SECTION 1: LEGAL DESCRIPTION

The legal description for The Shoppes at Valley West PUD is as follows:

Legal Description

That part of the North 80 acres of the West 1/2 of the Northwest fractional 1/4 of Section 4, Township 78 North, Range 25 West of the 5th Principal Meridian, described as follows: Commencing at the West 1/4 corner of said Section 4; thence North 902.8 feet along the West line of said Section 4; thence East 50 feet to the point of beginning; thence continuing East 1,063.72 feet; thence along a curved line concave Northwesterly, having a radius of 250 feet and a chord bearing North 61°18'45" East, an arc distance of 250.34 feet to the point of intersection of said curved line and the East line of the West 1/2 of said Northwest fractional 1/4 of said Section 4; thence South 00°16'30" East 574.79 feet along said East line of said West 1/2 to the South line of said North 80 acres of said West 1/2 of said Northwest fractional 1/4; thence North 89°29'15" West 497.81 feet along said South line of said North 80 acres to the point of intersection of said South line and the Northeasterly right-of-way line of I-235; thence North 75°21'40" West 732.86 feet along said right-of-way line; thence continuing along said right-of-way line North 33°47'33" West 125.86 feet to the point of intersection of said Northeasterly right-of-way line and the East right-of-way line of 35th Street, West Des Moines; thence North 165.15 feet along said East right-of-way line to the point of beginning, except the East 48.5 feet thereof, and also except that portion condemned for street right of way as recorded in Book 9954 Page 507, all being in and a part of the City of West Des Moines, Polk County, Iowa.

SECTION 2. SKETCH PLAN: Attached hereto and on file with the City is the Sketch Plan document for the Shoppes at Valley West PUD marked Exhibit A and is made a part of this rezoning approval. The Sketch Plan is a graphic representation of the property included in the PUD with delineation of PUD parcels and main circulation. Ultimate locations of buildings and parking fields may change. Wherever conflict occurs between the written text in this document and the notations on the Sketch Plan, the written text shall prevail. The sketch illustrates three areas of development: East, Middle, and West for specific application of uses and regulations allowed as outlined herein.

SECTION 3. INTENT OF PUD: The Shoppes at Valley West PUD intends to provide a framework for development standards reflective of the realities and constraints of redevelopment of a site with existing structures, the possibility of demolition of existing structures, and the construction of new structures on the development plan and to establish design standards to reinforce and respect the context of the area and create a development identity that recognizes the area's development history. The PUD further intends to introduce new design regulations to the area which will bring a contemporary flavor and unification of the site as redevelopment occurs.

SECTION 4. REQUIRED PLANS: The following plans shall be required as a part of the processing of any development application for any property within the PUD:

- A. **Planned Unit Development:** A Planned Unit Development (PUD) identifies detailed development criteria for specific areas within The Shoppes at Valley West PUD. The Planned Unit Development shall be reviewed by the Plan and Zoning Commission and adopted by the City Council by Ordinance.

This document shall constitute the Planned Unit Development Ordinance for The Shoppes at Valley West PUD. This document and any referenced documents or exhibits (included or on file with the City Clerk) are intended to specify the components, parameters, and requirements to be adhered to and implemented in order to ensure the realization of the site redevelopment. It is recognized that modifications and changes may be necessary due to changes in building footprints, site details, and response to market demand. At the discretion of the Director of Development Services, changes to the layout of the development that are deemed to be 'major' changes shall require an amendment to the Sketch Plan and Ordinance. Major amendments shall require the review and approval of the Plan and Zoning Commission and City Council.

Where the Sketch Plan and PUD language conflict, the PUD language shall prevail.

- B. **Development Applications (Site Plans or Modifications to a Site Plan):** Site Plans for lots within The Shoppes at Valley West PUD must meet the intent of the approved PUD. Site plans for the development of each and all lots shall be submitted to the City of West Des Moines for review and approval prior to the development of any portion of the lot. Site plans for permitted and permitted conditional uses which comply (as determined by the Director of Development Services or designee) with the design intent as set forth in this PUD will be subject to review via the City's review process and receive final approval from the City Council following a recommendation from the Plan and Zoning Commission.
- 1) If another building is added in this PUD, a Major Modification application will be reviewed by the City. If any existing building parcel is razed for a new building, then a Site Plan application will be reviewed by the City.
 - 2) New buildings or building additions over 2,000 square feet will cause full compliance with the codes and regulation of the City of West Des Moines within 10 feet of the building, any parking areas affected by the addition or building, service areas, dumpster enclosure or associated improvements for the addition or building.
 - 3) The next development application after two Minor Modification Level 2 permits are granted will trigger the submittal of a Major Modification and be cause for bringing the PUD Parcel into full compliance with the codes and regulation of the City of West Des Moines.
 - 4) Site modifications that do not include building additions and which comply with that allowed per City Code for the Minor Modification Level 1 application will be reviewed by the City. There is no limit of Minor Modification Level 1 allowed per building site.

Scope of Work: for any new building or building addition over 2,000 square feet (Site Plan or Major Modification application), the scope of work will include at a minimum: the building, required open space, additions or

reconfigurations to required parking and accessory structures. Any building additions under 2,000 square feet or site modification projects that do not include building additions (Minor Modification application), the scope of work will include the building addition and any site area to be altered as part of the project. All development codes and regulations, except as modified by this ordinance, shall be met with any new building or site improvement in the identified work area. Replacement of parking or drives and new parking spaces shall be required to meet current codes and regulations for that parking area or drive.

At the discretion of the Director of Development Services, an amendment to The Shoppes at Valley West PUD may be required to bring consistency between the ordinance and site plan development proposed.

Uses identified as Permitted Conditional (PC) shall require approval from the Board of Adjustment.

- C. Subdivision of Property: One Plat of Survey which meet the codes and regulations of Title 9, Zoning, and Title 10, Subdivision will be allowed within the PUD to create one lot. Plats of Survey are subject to review of the City Council of the City of West Des Moines. Further subdivision of property will require Preliminary Plat and Final Plats which meet the codes and regulations of the City Code Title 9, Zoning and Title 10, Subdivision. Preliminary Plats are reviewed by the Plan & Zoning Commission which makes a recommendation to the City Council. The City Council reviews the Preliminary Plat and determines approval or disapproval. The Final Plat is reviewed by the City Council who determines approval or disapproval of the final plat. Final Plats must be acted upon by the City Council within one year from the City Council action on the Preliminary Plat.

If part of the subdivision creates lots without public street frontage, as provided within the City Code requirements, those may be allowed provided the frontage requirements of the Code have been met by an abutting or surrounding lot which is under common ownership, under an owners' association, or a cross parking and access easement has been executed which provides for the unrestricted use and access of the drives and parking. Outlots are not buildable lots. All lots must meet minimum lot size and setback requirements for the Regional Commercial District and in accordance with the City's Zoning Code or as otherwise specified in this PUD ordinance.

SECTION 5. GENERAL CONDITIONS, RESTRICTIONS, AND REGULATIONS: Whereas, Title 9, Chapter 9, PUD Planned Unit Development District of the City Code, establishes certain regulations and guidelines pertaining to accompanying information required on plat and site plan documents. Now, therefore, the following conditions, restrictions, and regulations are adopted as part of this approval:

- A. **General Conditions:** In addition to the PUD Sketch Plan Map, the following general development criteria shall be integrated into and made a part of this planned unit development.
1. **General Conformance To Subdivision Ordinance:** All subdivisions, public and private streets, public or private street rights-of-way and general development shall adhere to the standards and design criteria set forth in the West Des Moines Subdivision Ordinance and/or established City policies pertaining thereto, unless otherwise stated within this Ordinance.
 2. **General Conformance to Zoning Ordinance:** Unless otherwise specified herein, the development of the PUD shall comply with the provisions of the West Des Moines Zoning Ordinance.
 3. **Building and Fire Code Conformance:** All construction, remodeling and change of use shall conform to West Des Moines building codes and West Des Moines Fire Codes and addendums.
 4. **Flood Hazard:** In all areas within a 100-year frequency flood hazard zone, or adjoining drainage ways, and detention ponding areas involving potential flood hazards, no building shall be erected which has a lowest level floor, including basements, less than one foot (1') above the determined level of the 100-year frequency flood event. Buildings shall not be permitted within twenty five feet (25') of any drainage easement or property boundary of a major drainage way, storm water detention basin or pond unless said location is approved as part of the development entitlement by the city council and said building is structurally designed accordingly.

5. **Developer Responsibilities:** The Developer, their successors and/or assigns, if any, shall pay all planning, engineering, and construction costs for the development of the planned unit development, as required by this Ordinance and approved site plans. Developer shall be responsible for cost of all new streets, new or reconstructed storm sewers, sanitary sewers, drainage way improvements, detention basins, water mains, buffers and other improvements as required of the development.
6. **Right-of-way:** The Developer shall dedicate appropriate rights-of-way and/or public easements required within the PUD, unless otherwise approved by the City Council.
7. **Street Lighting:** The Developer shall be responsible for all costs associated with the installation of public street lights within or adjacent to any area proposed to be platted or included within a development.

SECTION 6. LAND USE DESIGN CRITERIA: In addition to the general criteria as stated above, the following land use regulations, development standards, and design criteria shall apply to the development of the East, Middle and West parcels of the PUD as designated on the Sketch Plan and generally delineated by the location of the driveways along Westown Parkway:

All general use regulations and provisions set forth in Title 9, Zoning of the West Des Moines City Code for Regional Commercial (RC) zoning district shall apply to any development proposal for the property, unless noted otherwise in this ordinance.

- A. **Uses:** All allowed permitted (P) and permitted conditional (Pc) uses in the Regional Commercial and Support Commercial zoning districts will be reviewed and subject to approval by the appropriate approval body, except as modified by the following:

The following permitted (P) or permitted conditional (Pc) uses are prohibited in all areas of the PUD:

- a. SIC 15, 16, 17 Building Construction Contractor and operative builders offices
- b. SIC 4522 Heliport/Helistop
- c. SIC 47 Transportation Services
- d. SIC 55 Automotive Dealers, service stations, and auto and home supply stores
- e. SIC 75 Automotive Repair, Services, and Parking

The following uses will be permitted uses:

- 1) Multi-family residential uses are permitted when incorporated as part of a mixed use building and/or development.
 - 2) Hotels
- B. **Convenience Store:** One Convenience store will be allowed within the PUD with approval of Permitted Conditional Use application. The convenience store may be placed at a reduced setback of 15 feet subject to the building being located adjacent to the property lines along Westown Parkway or Valley West Drive, with the canopy and pumps oriented towards the interior of the site and it has been designed to have a pedestrian friendly façade along Westown Parkway and Valley West Drive to include doors, glass facades, full length plazas or patios. Also the design of the building will cause service areas to face away from the public streets. If the building is not adjacent to the property lines, the regulations contained in the PUD for each PUD parcel will be followed and the canopy will be placed perpendicular to the public street or faced interior to the site.
 - C. **PUD East Parcel.** This parcel is generally considered to be located in that area east of the eastern driveway into the site and the east property line.
 - 1) **Building setbacks for the East PUD Parcel:** any new building constructed in the East PUD parcel will follow the setbacks from the property line and ultimate right-of-way line as follows:
 - a. East Property Line = a minimum of 25 feet
 - b. North Property Line = a minimum of 100 feet from the ultimate right-of-way line if parking is proposed along the north property line. If the building is situated such that it is

adjacent to the ultimate right-of-way, has a pedestrian friendly façade (entry doors, glass fronts, plaza areas, patios, etc. and not the back of the building) and no intervening parking between the ultimate right-of-way line and the building, the minimum building setback will be equal to 15 feet.

- c. South property line = a minimum of 45 feet and out of the sewer easement that is located adjacent to the sanitary sewer line that is adjacent to the south property line.
 - d. Interior property lines = zero feet. If there are not any interior property lines, the separation between buildings, including accessory structures, will be a minimum of 20 feet.
- 2) Height Restrictions: Maximum height at the minimum building setback line will be 36 feet. An additional 10 feet in setback will be required for each 12 feet in additional height of the building.
 - 3) Parking: Parking spaces will be required according to Title 9, Zoning, Chapter 15, Off Street Parking and Loading, for each use in the East PUD Parcel. Except that parking rates as follows may be acceptable with City Council review and approval: Office and retail uses shall provide a minimum of 1 parking space per 300sf of gross floor area. Restaurants (both sit down and drive-thru) and drinking establishments shall provide a minimum of 1 parking space per 150sf of gross floor area. Parking spaces located in the East PUD Parcel may also accommodate the uses in the Middle PUD parcel that reasonably will be using or needing parking in the East PUD Parcel. Shared parking easements and cross access agreements between lots within the East PUD Parcel will be established with the application and review of any Major Modification or Site Plan in the East PUD Parcel. With the approval of the City Council and the execution of an appropriate cross-parking easement, required spaces for one parcel may be located on a different parcel. If shared parking is utilized, the total parking spaces provided within the PUD must meet the minimum number of parking stalls for all uses in accordance with the city code or a specified above.
 - 4) Parking Setback: The parking lot setback from the ultimate right-of-way will be equal to 15 feet. For parking spaces existing as of the date of this ordinance that do not meet this setback, the existing condition will be the setback for these spaces. New parking areas or full depth replacement of parking will meet the minimum 15 foot setback from the ultimate right-of-way.
 - 5) Parking Lot Landscaping: any reconfiguration, full depth replacement of pavement, or new parking spaces will be required to meet the parking lot landscape requirements outlined in Title 9, Zoning, Chapter 19, Landscaping,, including the addition of three foot berms and year-round screening of the parking spaces facing the public street or interstate or the installation of hardscape (walls, large stones, etc.) or a mixture of both which meets the intent of screening the views of the parking from the public view.
 - 6) Storm Water Management facilities: as part of the application and review of a Site Plan or Major Modification for a new or replacement building to be located within the East PUD Parcel, storm water management facilities generally capturing the storm water running through the East PUD Parcel, as determined by the master storm water management plan, will be required to be constructed.

D. PUD Middle Parcel: This parcel is generally considered to be located between the western and eastern main driveways into the development.

- 1) Setbacks for the Middle PUD Parcel: any new building constructed in the Middle PUD Parcel will follow the setbacks from the property line and ultimate right-of-way line as follows:
 - a. North Property Line = a minimum of 100 feet from the ultimate right-of-way line if parking is proposed along the north property line. If a building is situated such that it is parallel to the ultimate right-of-way, has a pedestrian friendly façade (entry doors, glass fronts, plaza areas, patios, etc. and not the back of the building) and no intervening parking between the ultimate right-of-way line and the building, the minimum building setback will be equal to 15 feet from the ultimate right-of-way line.
 - b. South property line = a minimum of 45 feet and out of the sewer easement for the sanitary sewer line that is adjacent to the south property line.

c. Interior property lines = zero feet. If there are not any interior property lines, the separation between buildings, including accessory structures, will be a minimum of 20 feet.

- 2) Height Restrictions: Maximum height at the minimum building setback line will be 36 feet. An additional 10 feet in setback will be required for each 12 feet in additional height of the building.
- 3) Parking: Parking spaces will be required according to Title 9, Zoning, Chapter 15, Off Street Parking and Loading, for each use in the Middle PUD Parcel, unless the cluster of buildings is reasonably considered a planned commercial center or mixed use building. If a cluster of buildings is to be considered a Planned Commercial Center, then the parking requirement will be calculated according to the Planned Commercial Center provisions in Chapter 15. With the approval of the City Council and the execution of an appropriate cross-parking easement, required spaces for one parcel may be located on a different parcel. Office and retail uses shall provide a minimum of 1 parking space per 300sf of gross floor area. Restaurants (both sit down and drive-thru) and drinking establishments shall provide a minimum of 1 parking space per 150sf of gross floor area. Parking spaces requirements of the Middle PUD Parcel may be met by locating parking on either the West PUD Parcel or the East PUD Parcel. Shared parking easements and cross access agreements between PUD Parcels will be established with the application and review of any Major Modification, Site Plan, or Permitted Conditional Use permit in the Middle PUD Parcel. If shared parking is utilized, the total parking spaces provided within the PUD must meet the minimum number of parking stalls for all uses in accordance with the city code or a specified above.
- 4) Parking Setback: The parking lot setback from the ultimate right-of-way will be equal to 15 feet. For parking spaces existing as of the date of this ordinance that do not meet this setback, the existing condition will be the setback for these spaces. New parking areas shall meet the minimum 15 foot setback from the ultimate right-of-way. Maintenance, including full depth replacement, of parking along the north property line in the Middle PUD Parcel, independent from a new building will be allow to be constructed to reflect the existing condition before the maintenance.
- 5) Parking Lot Landscaping: any reconfiguration, full depth replacement of pavement, or new parking spaces will be required to meet the parking lot landscape requirements outlined in Title, Zoning, Chapter 19, Landscaping, including the addition of three foot berms and year-round screening of the parking spaces facing the public street or interstate or the installation of hardscape (walls, large stones, etc.) or a mixture of both which meets the intent of screening the views of the parking from the public view.
- 6) Storm Water Management facilities: as part of the application and review of a Site Plan or Major Modification for a new or replacement building to be located within the Middle PUD Parcel, storm water management facilities generally capturing the storm water running through the Middle PUD Parcel, as determined by the master storm water management plan, will be required to be constructed.

E. PUD West Parcel: This parcel is generally considered to be located between the western main driveway into the development and the west property line.

- 1) Setbacks for the West PUD Parcel: any new building constructed in the West PUD Parcel will follow the setbacks from the property line and ultimate right-of-way line as follows:
 - a. North Property Line = a minimum of 40 feet from the ultimate right-of-way line if drive aisle only with no parking. The minimum setback along the north property line with parking between the building and the property line is 60 feet with additional landscaping and berming. If a building is situated such that it is parallel to the ultimate right-of-way, has a pedestrian friendly façade (entry doors, glass fronts, plaza areas, patios, etc. and not the back of the building) and no intervening parking between the ultimate right-of-way line and the building, the minimum building setback will be equal to 15 feet from the ultimate right-of-way line.
 - b. South property line = a minimum of 45 feet or out of the sewer easement for the sanitary sewer line that is adjacent to the south property line.
 - c. West property line = a minimum of 40 feet from the ultimate right-of-way line if drive aisle only with no parking. The minimum setback along the north property line with

parking between the building and the property line is 60 feet with additional landscaping and berming. If a building is situated such that it is parallel to the ultimate right-of-way, has a pedestrian friendly façade (entry doors, glass fronts, plaza areas, patios, etc. and not the back of the building) and no intervening parking between the ultimate right-of-way line and the building, the minimum building setback will be equal to 15 feet from the ultimate right-of-way line.

d. Interior property lines = zero feet. If there are not any interior property lines, the separation between buildings, including accessory structures, will be a minimum of 20 feet.

- 2) Height Restrictions: Maximum height at the minimum building setback line will be 36 feet. An additional 10 feet in setback will be required for each 12 feet in additional height of the building.
 - 3) Parking: Parking spaces will be required according to Title 9, Zoning, Chapter 15, Off Street Parking and Loading, for each use in the West PUD Parcel, unless the cluster of buildings is reasonably considered a planned commercial center. If a cluster of buildings is to be considered a Planned Commercial Center, then the parking requirement will be calculated according to the Planned Commercial Center provisions in Chapter 15. Parking space requirements of the West PUD Parcel may be met by locating parking on either the West PUD Parcel. Shared parking easements and cross access agreements between PUD Parcels will be established with the application and review of any Major Modification, Site Plan, or Permitted Conditional Use permit in the West PUD Parcel. Off-Peak parking arrangements may be acceptable with City Council review and approval.
 - 4) Parking Setback: The parking lot setback from the ultimate right-of-way will be equal to 15 feet. For parking spaces existing as of the date of this ordinance that do not meet this setback, the existing condition will be the setback for these spaces. New parking areas shall meet the minimum 15 foot setback from the ultimate right-of-way. Maintenance, including full depth replacement, of parking along the north and property line in the West PUD Parcel, independent from a new building, will be allow to be constructed to reflect the existing condition before the maintenance.
 - 5) Parking Lot Landscaping: any reconfiguration, full depth replacement of pavement, or new parking spaces will be required to meet the parking lot landscape requirements outlined in Title 9, Zoning, Chapter 19, Landscaping, including the addition of three foot berms and year-round screening of the parking spaces facing the public street or interstate or the installation of hardscape (walls, large stones, etc.) or a mixture of both which meets the intent of screening the views of the parking from the public view.
 - 6) Storm Water Management facilities: as part of the application and review of a Site Plan or Major Modification for a new or replacement building to be located within the West PUD Parcel, storm water management facilities generally capturing the storm water running through the West PUD Parcel, as determined by the master storm water management plan, will be required to be constructed.
- F. Dumpster Enclosures: A dumpster enclosure will be required for all waste disposal carts and containers. The dumpster enclosure shall be constructed from durable materials consistent with the primary building closest to the enclosure and in color and pattern similar to the principal structure. Whenever possible, dumpster enclosures shall be an extension of the building, versus free-standing structures. The sharing of dumpsters by multiple businesses may be allowed as long as safe pedestrian pathways for all businesses sharing the structure is possible and effective screening, including landscaping, of the dumpster and enclosure is achieved to minimize its presence within the development. Dumpster enclosures may be located within the sanitary sewer easement along the south property line when reviewed under a Site Plan, Major Modification, or Minor Modification and accompanied by a hold harmless in favor of the City. In the event of approval, a hold harmless agreement indemnifying the City against damage and removal shall be provided at the time of approval of the subject project.

SECTION 7. OPEN SPACE AND LANDSCAPING: Landscaping for open space, parking lots, and screening shall be governed by Title 9, Zoning, Chapter 19, Landscaping, unless modified within this ordinance. All screening of mechanical units, meters, condensers, trash enclosures, bulk material storage such as propane tanks or

kegs, service areas, and other less attractive elements of buildings and operations, and parking lot landscaping requirements are in addition to required open space landscaping requirements.

1. **Open Space:** The Open Space requirement is twenty five percent (25%) of the gross square footage of the PUD. In an effort to increase the open space in the Middle and West PUD Parcels, with any Major Modification or Site Plan for a new building, open space will be incorporated around the building by a minimum 10 foot of either pervious surface area or plaza space along the frontage with five feet on all other sides measured from all foundations to the curb or property line, drive through lanes will be screened from view with on the outer curb line; landscaping between the building and drive through lane may be exempted based upon design.
2. **Open Space Landscaping:** Existing, healthy, and worthwhile trees and shrubs may be counted toward meeting the requirements for landscaping as outline in Title 9, Chapter 19 if the plants are inventoried, labeled on the landscape plan, and included in the schedule of plantings with notes that the material is existing. Open Space landscaping is expected in each of the PUD Parcels. Open Space calculations will be done for the PUD parcel and a pro-rate share, based upon the scope of work, of the open space landscape requirements will be installed. If needed, the scope of work area will be increased, by determination of the Director of Development Services or designee, to reasonably include surrounding area towards meeting the intent of the PUD provisions.
3. **Building landscape:** Due to the apparent imbalance of open space within the PUD, in the Middle and West PUD Parcels all new buildings or additions over 2,000 sq. ft. will include landscaping adjacent to the building walls (excluding walls with drive-thru windows, patio spaces adjacent to the building or other similar features that prevent landscaping). The plant materials may include shrubs, perennials mixed with annuals or perennial grasses to relieve the starkness of the building wall and add interest to the site overall.
4. **Ground mounted mechanical systems and other equipment** such as transformers, and utility boxes shall be screened from public view by coniferous vegetation which is a minimum of three feet in height at the time of installation and of a variety that will be expected to grow to a height that will provide 100 percent screening within two years from installation. Screening of any wall mounted utilities located higher than three feet on a wall surface and screening of the roof mounted mechanical shall be achieved through building integrated architectural means such as screen walls, parapets, etc. Appropriate evergreen landscaping shall be allowed for screening of wall mechanical equipment mounted less than three feet.
5. **Landscape along interstate right-of-way:** Large shrub or understory tree plantings will be required within the first 15 feet adjacent to the interstate right-of-way to provide visual interest to both the development and the public view in addition to parking screening. The landscape requirement will be equal to one-third of the requirement of a 30 foot buffer as outlined in Chapter 19, landscaping. Additional grasses, perennials, and small evergreen plantings across this frontage are strongly encouraged to help mitigate the deficit of open space along the right-of-way of the interstate. These plantings may occur within the sewer easement, but not within 10 feet on either side of the pipe.
6. **Parking Lot Landscape:** Parking lot landscape will be installed in accordance with the provisions in Title 9 (Zoning), Chapter 19 (Landscaping).

SECTION 8. ARCHITECTURE: The architectural design of any building within this development shall be acceptable to the city. The architecture shall attempt to express a creative presentation by careful attention to exterior building materials and details, use of fenestration, and change in building mass within the plan and roof design to lessen the plainness of appearance which can be characteristic of commercial buildings. Building design, materials, and colors shall provide continuity amongst buildings to unite all structures within the development into one project concept. All sides to each building shall receive high quality materials, finishes, and details (360 degree architectural treatment). There are no "backs" to a building. Materials should be durable, economically maintained and of a quality that will maintain their appearance over a prolonged time.

On file with the city are conceptual architectural illustrations of the general architectural style, materials, and colors to be implemented. Once city approval is gained on a particular building design, any changes in design before or during construction must be reviewed and approved by the city's development services department.

The building(s) within this development shall accommodate or incorporate the following in building design and materials:

- A. Prototypical architecture shall be prohibited in the PUD, except for materials and colors specific to the corporate brand can be incorporated as accents and architectural elements.
- B. Buildings shall be organized to create a logical and identifiable relationship with the site and other buildings, open spaces, street and pedestrian circulation paths.
- C. Building articulation and materials which break up the building mass into modules that respect a pedestrian scale shall be implemented. The overall design should minimize long expanses of wall at a single height or in one plane. Long blank walls shall be prohibited. Variation in materials, material modules, expressed joints, textures, colors and detailing should be used to break up the mass of the buildings. Changes in materials should be aligned with changes in plan or roof form to emphasize changes in building mass. In respect to the areas of the existing building where long expanses of wall exist and are visible to the public:
 - 1. If those areas are not in the scope of a proposed exterior building modification, exterior enhancements are encouraged, but not required.
 - 2. If those areas are included in the scope of a proposed exterior building modification, the exterior design shall accommodate or incorporate changes in building footprint and materials to visually minimize long expanses of wall for the entire wall segment.
- D. The building's design should meet context and site objectives such as providing gateways, creating visual and physical linkages and framing or terminating views.
- E. Variation in building height, mass and roof forms shall be provided to create interest while still maintaining an overall building continuity. Roofs should not be designed as attention getting devices related to the reinforcement of signage or as an identifiable corporate image.
- F. Entrances into buildings should be easily identified through the use of building design and detailing. Projected or recessed entryways, change in rooflines, addition of awnings or changes in building material are examples that can create this effect. Building(s) with multiple tenant spaces shall be designed to articulate each tenant facade and entry as a separate entity and to provide visual interest to the building exterior.
- G. Ground floor tenant areas should provide the maximum possible glazing toward sidewalks to provide pedestrians with visual interest. Use of reflective glass or mirrored glass is discouraged. Efforts should be made to use clear glass on storefronts, windows and doors to promote the linkage of the interior and exterior of buildings.
- H. Materials should be high quality, durable, and maintain their appearance over a prolonged time. Natural materials such as brick and stone shall be used as the major elements of the facade. Architectural concrete, composite materials or metal panel systems acceptable to the city may be incorporated in the design. These materials should be used in limited areas to offer architectural detail and texture. Metal panel systems should be detailed with finished edges and have concealed fasteners. Architectural concrete shall have an integrated color rather than surface applied paint/staining and should generally have texture for interest. The use of EIFS or synthetic stucco shall be used in moderation and primarily used as an accent or trim material and not within six feet (6') of grade. The use of vinyl materials is prohibited. The incorporation of new materials on an existing building shall complement existing building materials to provide a unified design.
- I. Trim and structural elements such as posts or columns shall be sized to the scale of the building.
- J. Buffering of negative aspects of commercial buildings, such as trash areas, loading docks, mechanical equipment and storage areas from public view, including public streets and any adjoining sites, shall be achieved through the use of landscaping, earth berming and/or wall structures acceptable to the city.

SECTION 9. SIGNAGE REGULATION: Signage will be regulated through the provisions and standards of Title 9, Chapter 18 (Signs) for the Regional Commercial Zoning District, except as provided-as follows:

- 1) Interstate Signage:
 - a) Two Interstate signs will be allowed along the I-235 frontage. The signs shall be placed a minimum of 100 feet from the east property line, a minimum 300 feet apart, and 100 feet from the west property line.
 - b) Interstate and monument signs will be constructed of materials consistent with the primary materials in the development. If no material is identified as a primary material, the materials used in the signage will become the materials that will be primary throughout the redevelopment of the PUD. Materials should be high quality, long-lasting, and durable.

- c) Setback and size will be in accordance with Title 9, Zoning, Chapter 18, Signs, unless alternate setbacks and sizes are approved by the City Council through review of a site plan; requested deviation from the code will be reviewed by the Board of Adjustment.
 - d) Interstate signs may be located within the sanitary sewer easement along the south property line when reviewed under a Site Plan, Major Modification, or Minor Modification and with City Council approval. In the event of approval, a hold harmless agreement indemnifying the City against damage and removal shall be provided at the time of approval of the subject project.
 - e) All other regulations of interstate signs will be governed by Title 9, Zoning, Chapter 18, Signs.
- 2) Monument Signage
- a) Two monument signs will be allowed along the Westown Parkway frontage. Up to three spaces on each monument sign are available to identify the development or tenants. The setback for the signs will be measured from the property line or ultimate right-of-way easements. All other regulations of monument signs will be governed by Title 9, Zoning, Chapter 18, Signs.
 - b) One monument sign is allowed on the Valley West Drive frontage. Up to three spaces on this sign are available to identify the development or tenants. All other regulations of monument signs will be governed by Title 9, Zoning, Chapter 18, Signs.
- 3) Building Signage will be governed by Title 9, Zoning, Chapter 18, Signs, except for tenants with the entrance to their retail space facing interior to the site shall earn one square foot of sign per one linear foot of tenant frontages of the wall with the primary entrance into their tenant space.

SECTION 10. PEDESTRIAN CONNECTIONS AND ELEMENTS: The PUD aims to encourage pedestrian movement through the implementation of multiple and connected pathways to and from parcels or buildings within the PUD. Pedestrian connections via sidewalk shall be included in modifications to the site plan to enable pedestrians to safely move from parking areas to buildings and from the public sidewalks along Valley West Drive and Westown Parkway to destinations within the PUD. All pathways shall provide a minimum four (4) foot unobstructed path; sidewalks or paths between a building and a parking area shall be widened to at least six (6) feet to allow for overhang of vehicles in head-in situations.

Pedestrian Elements: In addition to pedestrian movement, opportunities for pedestrian interaction is encouraged through a series of interconnected sidewalks and gathering areas. Details for each of these plaza areas shall be submitted, reviewed, and approved as part of the development application for the specific site. In addition to the plaza areas indicated on the specific plan map, the incorporation of patios and pedestrian use areas shall be encouraged as part of each building/parcel development.

SECTION 11. STORM WATER MANAGEMENT: A Master Storm Water Management Plan will be required for the PUD with the first Site Plan or Major Modification. Storm water management plans for each major modification, site plan, a preliminary plat, or a single minor modification with a net increase of 2,000 sq. ft. or more or any series of minor modifications that collectively result in a net increase in impervious surface of 2,000 sq. ft. or more will be required.

The Developer will have said Storm Water Management Plan prepared by a Professional Engineer licensed in the State of Iowa, in conjunction with the submittal of a site plan, major modification, eligible minor modifications, or preliminary plat for the development of the property. The Storm Water Management Plan shall comply with the City's current design standards for storm water management and recommendations of any storm water study approved by the City Council. The implementation of the storm water management plan will occur in each of the PUD Parcels as described in the respective sections with the result being three or more detention facilities constructed that will bring the entire property within the PUD into compliance with current regulations for storm water management.

At time of any of the above actions, ownership and responsibility for all storm water detention areas and private storm water detention outlet structures will need to be established through the execution of a Storm Water Facility Maintenance Agreement.

SECTION 12. TRAFFIC STUDY AND VEHICLE TRIP GENERATION: The permitted uses for the parcels contained in the original Valley South/Watson Center PUD, based on a trip generation analysis conducted by Snyder and Associates, indicated a p.m. peak vehicular trip generation of 560 trips. The West Des Moines Engineering Department Traffic Study conducted for the Shoppes at Valley West and dated December 13, 2017 established requirements regarding the configuration of access drives and throat distance for these drives (the vehicular trip generation portion of such study is not being applied to this PUD). The p.m. trip count of 560 trips will be used for this PUD. If proposed additional uses or development exceed the vehicle trip allocation provided herein, no amendment to the provisions of this section increasing the vehicle trip allocation will be required if (i) approved by Staff based on a finding that there is available trip capacity on the roadway network or (ii) approved by the City Council.

Development and redevelopment of each parcel and implementation of desired land uses will be limited by the available number of trips designated above for the PUD, as well as compliance with all applicable regulations within this ordinance or city code. The traffic to be generated by these parcels must be less than or equal to that allocated. The traffic allocation indicated above shall be an entitlement to the PUD. Traffic generation due to subsequent redevelopment, expansion or change of use for any parcel shall not exceed the maximum traffic allocation stated previously for the development. Alternate or different square foot ratio of uses to that currently anticipated may be allowed, following completion of an amendment to the approved traffic study analyzing the proposed alternative and appropriate city approval if the existing uses and the proposed change(s) collectively do not exceed the trip allocation above.

SECTION 2. SAVINGS CLAUSE: If any section, provision, sentence, clause, phrase or part of the Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any provision, section, subsection, sentence, clause, phrase or part hereof not adjudged invalid or unconstitutional.

SECTION 3. EFFECTIVE DATE: This Ordinance shall be in full force and effect after its passage, approval and publication as provided by law.

Passed and approved by the City Council on this ____ day of _____ 2018.

Steve 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

SECOND READING

CITY OF WEST DES MOINES CITY COUNCIL MEETING COMMUNICATION

ITEM: Creation of Grand Ridge Urban Renewal Area - City Initiated **DATE:** October 29, 2018

ORDINANCE: Approval of Second, Waiver of the Third Reading, and Final Adoption

FINANCIAL IMPACT: Under the Property Tax Rebate Program, the City anticipates rebating no more than \$53,000 to GCC Properties, LLC. That figure includes the development agreement with GCC Properties, LLC for the relocation and renovation of 5058 Grand Ridge Drive. Gilbert & Cook, Inc will occupy the building and relocate 20 employees from their existing office and create and additional five (5) full-time employees over the next two years.

BACKGROUND: At the September 4, 2018, City Council meeting, the Council directed staff to initiate the process to approve a development agreement between the City and GCC Properties, LLC for the renovation of an existing 13,320 square foot vacant office building located at 5058 Grand Ridge Drive and participation in the Property Tax Rebate Program. As part of that effort, staff has initiated the process to create the Grand Ridge Urban Renewal Area and Plan. The Urban Renewal Area is generally located at Grand Ridge Drive.

As required by law, on September 24, 2018, the Plan and Zoning Commission made a finding that the Grand Ridge URP was consistent with the Comprehensive Plan.

As required by law, on September 25, 2018, staff held a consultation meeting for all of the taxing entities. The only attendees were City of West Des Moines staff.

This item was distributed to the Finance and Administration Subcommittee by email since there was no meeting. The Subcommittee made the recommendation to take the item to full Council for action.

Please note: the staff report for the first reading of the ordinance and the approval of the resolution on October 15, 2018 included the following sentence: 'The City anticipates spending no more than \$5,000,000 as economic development incentives in the form of a five (5) year, sliding scale property tax rebate.' This statement was incorrect. This October 29, 2018 staff report has omitted that sentence in correction.

OUTSTANDING ISSUES: There are no outstanding issues regarding this proposed amendment.

RECOMMENDATION: Staff recommends the approval of the second reading, waiver of the third reading and final adoption of the TIF Ordinance.

Lead Staff Member: Katie Hernandez, Business Development Coordinator *KH*

STAFF REVIEWS

Department Director	Clyde E. Evans, Community and Economic Development Department
Appropriations/Finance	<i>[Signature]</i>
Legal	<i>[Signature]</i>
Agenda Acceptance	<i>[Signature]</i>

PUBLICATION(S) (if applicable)

Published In	DM Register
Date(s) Published	10/05/2018
Letter sent to surrounding property owners	NA

SUBCOMMITTEE REVIEW (if applicable)

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

ATTACHMENTS:

- Exhibit I- Ordinance
- Exhibit II - Grand Ridge Urban Renewal Plan

ORDINANCE NO. _____

An Ordinance Providing for the Division of Taxes Levied on Taxable Property in the Grand Ridge Urban Renewal Area, Pursuant to Section 403.19 of the Code of Iowa

BE IT ENACTED by the members of the City Council of the City of West Des Moines, Iowa:

Section 1. Purpose. The purpose of this ordinance is to provide for the division of taxes levied on the taxable property in the Grand Ridge Urban Renewal Area, each year by and for the benefit of the state, city, county, school districts or other taxing districts after the effective date of this ordinance in order to create a special fund to pay the principal of and interest on loans, moneys advanced to or indebtedness, including bonds proposed to be issued by the City to finance projects in such area.

Section 2. Definitions. For use within this ordinance the following terms shall have the following meanings:

“City” shall mean the City of West Des Moines, Iowa.

“County” shall mean Polk County, Iowa.

“Urban Renewal Area” shall mean the taxable real property situated in Grand Ridge Urban Renewal Area, the boundaries of which are set out below, such property having been identified in the Urban Renewal Plan approved by the City Council by resolution adopted on October 15, 2018:

Certain real property situated in the City of West Des Moines, Polk County, State of Iowa more particularly described as follows:

All of Lot “D” (being Grand Ridge Drive) of Quail Meadows West, as filed in Book 8006 Page 121 of the records of the Polk County Recorder’s Office, and All of Lot 1 of Woodlink, as filed in Book 10605 Page 907 of the records of the Polk County Recorder’s Office, and All of Lots 1, 2, 3, 4 and 6 of Grand Heights Plat 2, as filed in Book 8769 Page 959 of the records of the Polk County Recorder’s Office, all being Official Plats, now included in and forming a part of the City of West Des Moines, Polk County, Iowa, and containing 10.82 acres, including 1.70 acres of road right of way.

Section 3. Provisions for Division of Taxes Levied on Taxable Property in the Urban Renewal Area. After the effective date of this ordinance, the taxes levied on the taxable property in the Urban Renewal Area each year by and for the benefit of the State of Iowa, the City, the County and any school district or other taxing district in which the Urban Renewal Area is located, shall be divided as follows:

(a) that portion of the taxes which would be produced by the rate at which the tax is levied each year by or for each of the taxing districts upon the total sum of the assessed value of the taxable property in the Urban Renewal Area, as shown on the assessment roll as of January 1

of the calendar year preceding the first calendar year in which the City certifies to the County Auditor the amount of loans, advances, indebtedness, or bonds payable from the special fund referred to in paragraph (b) below, shall be allocated to and when collected be paid into the fund for the respective taxing district as taxes by or for said taxing district into which all other property taxes are paid. For the purpose of allocating taxes levied by or for any taxing district which did not include the territory in the Urban Renewal Area on the effective date of this ordinance, but to which the territory has been annexed or otherwise included after the effective date, the assessment roll applicable to property in the annexed territory as of January 1 of the calendar year preceding the effective date of the ordinance which amends the plan for the Urban Renewal Area to include the annexed area, shall be used in determining the assessed valuation of the taxable property in the annexed area.

(b) that portion of the taxes each year in excess of such amounts shall be allocated to and when collected be paid into a special fund of the City to pay the principal of and interest on loans, moneys advanced to or indebtedness, whether funded, refunded, assumed or otherwise, including bonds issued under the authority of Section 403.9(1), of the Code of Iowa, incurred by the City to finance or refinance, in whole or in part, projects in the Urban Renewal Area, and to provide assistance for low and moderate-income family housing as provided in Section 403.22, except that taxes for the regular and voter-approved physical plant and equipment levy of a school district imposed pursuant to Section 298.2 of the Code of Iowa, taxes for the instructional support levy program of a school district imposed pursuant to Section 257.19 of the Code of Iowa, and taxes for the payment of bonds and interest of each taxing district shall be collected against all taxable property within the taxing district without limitation by the provisions of this ordinance. Unless and until the total assessed valuation of the taxable property in the Urban Renewal Area exceeds the total assessed value of the taxable property in such area as shown by the assessment roll referred to in subsection (a) of this section, all of the taxes levied and collected upon the taxable property in the Urban Renewal Area shall be paid into the funds for the respective taxing districts as taxes by or for said taxing districts in the same manner as all other property taxes. When such loans, advances, indebtedness, and bonds, if any, and interest thereon, have been paid, all money thereafter received from taxes upon the taxable property in the Urban Renewal Area shall be paid into the funds for the respective taxing districts in the same manner as taxes on all other property.

(c) the portion of taxes mentioned in subsection (b) of this section and the special fund into which that portion shall be paid may be irrevocably pledged by the City for the payment of the principal and interest on loans, advances, bonds issued under the authority of Section 403.9(1) of the Code of Iowa, or indebtedness incurred by the City to finance or refinance in whole or in part projects in the Urban Renewal Area.

(d) as used in this section, the word "taxes" includes, but is not limited to, all levies on an ad valorem basis upon land or real property.

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

Section 5. Saving Clause. If any section, provision, 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 section, provision or part thereof not adjudged invalid or unconstitutional.

Section 6. Effective Date. This ordinance shall be effective after its final passage, approval and publication as provided by law.

First consideration passed by the City Council of the City of West Des Moines, Iowa, the 15th day of October, 2018.

Mayor

Attest:

City Clerk

•••••

Second and final consideration passed by the City Council of the City of West Des Moines, Iowa, the ____ day of _____, 2018.

Mayor

Attest:

City Clerk

CITY OF WEST DES MOINES, IOWA
URBAN RENEWAL PLAN
GRAND RIDGE URBAN RENEWAL AREA

October, 2018

I. INTRODUCTION

Chapter 403 of the Code of Iowa authorizes counties to establish areas within their boundaries known as “urban renewal areas,” and to exercise special powers within these areas. Urban renewal powers were initially provided to cities in order that conditions of blight and of deterioration within cities might be brought under control. Gradually, urban renewal has been found to be a useful tool, as well, for economic development in previously undeveloped areas and for retention of enterprises and jobs in other areas.

In order to facilitate the use of urban renewal for economic development, in 1985, the Iowa General Assembly amended Chapter 403 to authorize City Councils to create “economic development” areas. An economic development urban renewal area may be any area of a city which has been designated by the City Council as an area which is appropriate for industrial, commercial and/or residential enterprises and in which the city seeks to encourage further development.

As an additional expression of the role for local governments in private economic development, the General Assembly also enacted Chapter 15A of the Code of Iowa, which declares that economic development is a “public purpose” and authorizes local governments to make grants, loans, guarantees, tax incentives and other financial assistance to private enterprise. The statute defines “economic development” as including public investment involving the creation of new jobs and income or the retention of existing jobs and income that would otherwise be lost.

The process by which an economic development urban renewal area may be created begins with a finding by the City Council that such an area needs to be established within the city. An urban renewal plan is then prepared for the area, which must be consistent with the city’s existing comprehensive or general plan. All other affected taxing entities must be notified and given an opportunity to comment on the plan. The City Council must hold a public hearing on the urban renewal plan, following which, the Council may approve the plan.

This document is intended to serve as the Urban Renewal Plan for the City of West Des Moines’s (the “City”) Grand Ridge Urban Renewal Area (the “Urban Renewal Area”) and will guide the City in promoting economic growth through the encouragement of commercial and industrial development in such Urban Renewal Area as detailed herein. This document is an Urban Renewal Plan within the meaning of Chapter 403 of the Code of Iowa and sets out proposed projects and activities within the Urban Renewal Area.

II. DESCRIPTION OF URBAN RENEWAL AREA

A description of all property (the "Property") that has been included within the Urban Renewal Area is attached hereto as Exhibit A.

III. URBAN RENEWAL OBJECTIVES

The primary objectives for the development of the Urban Renewal Area are:

1. To contribute to a diversified, well-balanced local economy by creating job opportunities and strengthening the property tax base.
2. To assist in providing land and resources for new and expanded commercial and industrial development in a manner that is efficient from the standpoint of providing municipal services.
3. To stimulate through public action and commitment, private investment in commercial and industrial development, and to encourage commercial and industrial job retention, growth and expansion through the use of various federal, state and local incentives, including tax increment financing.
4. To provide municipal infrastructure, services and facilities that enhance possibilities for economic development and community attractiveness to private enterprise.
5. To help finance the cost of streets, water, sanitary sewer, storm sewer, or other public improvements in support of new commercial and industrial development.
6. To provide a more marketable and attractive investment climate.
7. To provide public facilities to enhance City services and enhance the economic attractiveness of the community.

IV. URBAN RENEWAL PROJECTS AND ACTIVITIES

The following types of activities are examples of the specific actions which may be undertaken by the City within the Urban Renewal Area:

1. Preparation of plans related to the development and implementation of the Urban Renewal Area and specific urban renewal projects.
2. Construction of public improvements and facilities, including streets, public utilities or other facilities in connection with an urban renewal project.
3. Construction of buildings or specific site improvements such as grading and site preparation activities, access roads and parking, railroad spurs, fencing, utility connections, and related activities.

4. Acquisition, preparation and disposition of property for development and/or redevelopment.

5. Making available, as appropriate, financing for development projects, including conventional municipal borrowing and tax increment financing resulting from increased property values in the Urban Renewal Area.

6. Pursuant to state law, provision of direct financial assistance, including grants, loans and tax increment rebate agreements, to private persons engaged in economic development, in such form and subject to such conditions as may be determined by the City Council.

V. SPECIFIC URBAN RENEWAL PROJECTS

The City has determined to undertake the following initiative in the Urban Renewal Area as an economic development urban renewal projects:

A)

Name of Project: GCC Properties, LLC Redevelopment Project

Date of Council Approval of Project: October 15, 2018

Description of the Project: GCC Properties, LLC (the “Developer”) has proposed to undertake the acquisition of an existing office/warehouse building and the constructing of improvements thereto (the “GCC Redevelopment Project”) located at 5058 Grand Ridge Drive in the Urban Renewal Area (the “GCC Redevelopment Property”) for use in the business operations of Gilbert & Cook, Inc.

It has been requested that the City provide tax increment financing assistance to the Developer in support of the efforts to complete, operate and maintain the GCC Redevelopment Project.

The costs incurred by the City in providing tax increment financing assistance to the Developer will include legal and administrative fees (the “Admin Fees”) in an amount not to exceed \$8,000.

Description of Public Infrastructure to be Constructed in Connection with the Project: It is not anticipated that the City will undertake any public infrastructure improvements in connection with the GCC Redevelopment Project.

Description of Properties to be Acquired in Connection with the Project: It is not anticipated that the City will acquire real property in connection with the GCC Redevelopment Project.

Description of Use of TIF for the Project: The City intends to enter into a Development Agreement with the Developer with respect to the construction and use of the completed GCC Redevelopment Project and to provide annual appropriation economic development

payments (the “Payments”) to the Developer thereunder. The Payments will be funded with incremental property tax revenues to be derived from the GCC Redevelopment Property. It is anticipated that the City’s total commitment of incremental property tax revenues with respect to the GCC Redevelopment Project will not exceed \$53,000, plus the Admin Fees.

B)

Name of Project: Turn Lane Improvements Projects

Date of Council Approval of Project: October 15, 2018

Description of Project and Project Site: The Turn Lane Improvements Project will consist of the construction of turn lanes and the incidental utility, landscaping, site clearance and cleanup work related thereto in the Urban Renewal Area at the intersection of S. 50th Street and Grand Ridge Drive.

It is expected that the completed Turn Lane 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 Turn Lane Improvements Project.

Description of Use of TIF for the Project: It is anticipated that the City will pay for the Turn Lane Improvements Project with borrowed funds and/or the proceeds of internal advances 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 Turn Lane Improvements Project will not exceed \$500,000.

VI. LAND USE PLAN AND PROPOSED DEVELOPMENT

The City has adopted a Comprehensive Land Use Plan which guides the establishment of commercial, residential and industrial land uses throughout the incorporated area. Land use in the Urban Renewal Area will be carried out in a manner that will maintain consistency with the Comprehensive Land Use Plan and the City’s zoning regulations.

VII. TAX INCREMENT FINANCING

In order to assist in the development or retention of private enterprises, the City may be requested to acquire land, construct public improvements or provide economic development loans, grants or other tax incentives for the benefit of private enterprises in order to enhance the value of property in the Urban Renewal Area. As part of the Urban Renewal Area, the City has adopted an ordinance to create a tax increment district (the “TIF District”), within which the property taxes eventually paid by new private development may be used to pay costs of urban renewal projects

for these types of activities, including reimbursing the City or paying debt service on obligations issued by the City. The use of these tax revenues is known as tax increment financing (“TIF”).

Depending upon the date upon which the TIF District is legally established and the date on which debt is initially certified within the TIF District, an original taxable valuation is established for the property within the TIF District, which is known as the “base valuation.” The “base valuation” is the assessed value of the taxable property in the TIF District as of January 1 of the calendar year preceding the calendar year in which the City first certifies the amount of any debt payable from TIF revenues to be generated within that TIF District. When the value of the property inside the TIF District increases by virtue of new construction or any other reason, the difference between the base valuation and the new property value is the “tax increment” or “incremental value.”

Procedurally, after tax increment debt has been incurred for the financing of improvements within the TIF District or for the payment of economic development incentives to private and public entities, property taxes levied by all local jurisdictions (city, county, school, area college) against the incremental value, with the exception of taxes levied to repay current or future debt incurred by local jurisdictions and the school district instructional support and physical plant and equipment levies, are allocated by state law to the City’s tax increment fund rather than to each local jurisdiction. These new tax dollars are then used to pay principal and interest on any tax increment debt incurred or to pay the costs of projects in the Urban Renewal Area.

VIII. EFFECTIVE PERIOD

This Urban Renewal Plan will become effective upon its adoption by the City Council and will remain in effect until it is repealed by the City Council. The collection of incremental property taxes in the Urban Renewal Area will continue for the maximum number of years authorized by Chapter 403 of the Code of Iowa unless otherwise determined by action of the City Council.

IX. PLAN AMENDMENTS

This Urban Renewal Plan may be amended in accordance with the procedures set forth in Chapter 403 of the Code of Iowa to, for example, change the project boundaries, modify urban renewal objectives or activities, or to carry out any other purposes consistent with Chapter 403 of the Code of Iowa.

X. FINANCIAL INFORMATION

1. Current constitutional debt limit	\$396,559,236
2. Outstanding general obligation debt:	\$ _____
3. Proposed amount of debt to be incurred*:	\$ <u>561,000</u>

*Some or all of the debt incurred hereunder may be subject to annual appropriation by the City Council.

**EXHIBIT A
LEGAL DESCRIPTION
GRAND RIDGE URBAN RENEWAL AREA**

Certain real property situated in the City of West Des Moines, Polk County, State of Iowa more particularly described as follows:

All of Lot "D" (being Grand Ridge Drive) of Quail Meadows West, as filed in Book 8006 Page 121 of the records of the Polk County Recorder's Office, and All of Lot 1 of Woodlink, as filed in Book 10605 Page 907 of the records of the Polk County Recorder's Office, and All of Lots 1, 2, 3, 4 and 6 of Grand Heights Plat 2, as filed in Book 8769 Page 959 of the records of the Polk County Recorder's Office, all being Official Plats, now included in and forming a part of the City of West Des Moines, Polk County, Iowa, and containing 10.82 acres, including 1.70 acres of road right of way.

CITY OF WEST DES MOINES CITY COUNCIL MEETING COMMUNICATION

ITEM: 2017-18 FY Community Development Block Grant Program – **DATE:** October 29, 2018
Consolidated Annual Performance Evaluation Report (CAPER)

FINANCIAL IMPACT: There is no financial impact on the City of West Des Moines.

BACKGROUND: In October 2004, the United States Department of Housing and Urban Development (HUD) identified the City of West Des Moines as a potential grantee for the Entitlement Community Development Block Grant (CDBG) Program. As an entitlement city, West Des Moines is eligible for HUD funds to address defined needs in the community. The program provides annual grants on a formula basis to entitled cities and counties (those over 50,000 people) to develop viable urban communities by providing decent housing and a suitable living environment, and by expanding economic opportunities, principally for low- and moderate-income persons

The 2017-18 Consolidated Annual Performance and Evaluation Report (CAPER) describes the activities undertaken during the program year beginning July 1, 2017 and ending June 30, 2018 using Federal funds granted to the City of West Des Moines by the U.S. Department of Housing and Urban Development (HUD) under the Community Development Block Grant (CDBG) program. Activities and accomplishments described in this report primarily benefit low-income residents of the City of West Des Moines, neighborhoods with high concentrations of low-income and moderate-income residents, and the city as a whole. The Community Development Block Grant funding allocation for the 2017-18 Fiscal Year was:

Program Year 2016-17 Budget

<i>Category</i>	<i>Allocation</i>
Administration	\$53,985
Internet Service/Wi-Fi Project	\$177,068
Public Service – Housing Solutions Program	\$2,000
Public Service - Homeless Prevention Program	\$8,000
Public Service – Transit Pass Program	\$28,872
Total Allocation	\$269,925

SUMMARY OF ACCOMPLISHMENTS

The activities listed above resulted in the following accomplishments during the 2017-18 program year. The federal funding source for all of the activities was the Community Development Block Grant (CDBG) program. The internet service/Wi-Fi project is well underway. Supplies have been ordered and installation will happen in November 2018. In addition to the specific outputs outlined below, the collective impact of these activities resulted in substantial improvements to the lives and neighborhoods of West Des Moines' low and moderate income residents.

Activity/Program	Accomplishment units	FY 2017-18 Goal	FY 2017-18 Accomplishments
Transit Pass Program	People (served)	250	264
Homeless Prevention	People (served)	16	103
Internet Service	People (served)	150	0

A complete draft of this report has been made available for the public review and comment for a 15-day period beginning October 12, 2018. The availability of the report has been publicly advertised consistent with the provisions of the City of West Des Moines' Consolidated Plan. No public comments have been received regarding the 2017-18 CAPER.

OUTSTANDING ISSUES (if any): None

RECOMMENDATION: Staff recommends that City Council approve the resolution approving the 2017-18 FY Consolidated Annual Performance Evaluation Report and authorize the Mayor and City Clerk to sign necessary certifications.

ATTACHMENTS:

- Exhibit I - Notice of Public Hearing
- Exhibit II - City of West Des Moines 2017-18 CAPER
- Exhibit III - Resolution – Approval of 2017-18 CAPER

Lead Staff Member: Christine Gordon, AICP, Housing Planner

STAFF REVIEWS

Department Director	Clyde E. Evans, AICP	<i>C.E.E.</i>
Appropriations/Finance		
Legal		
Agenda Acceptance	<i>[Signature]</i>	<i>[Signature]</i>

PUBLICATION(S) (if applicable)

Published In	Des Moines Register West, Indianola Records Herald Dallas County News, Madisonian News
Dates(s) Published	October 19, 2018 October 17, 2018 October 18, 2018 October 17, 2018

SUBCOMMITTEE REVIEW (if applicable)

Committee	NA		
Date Reviewed	NA		
Recommendation	Yes	No	Split

**NOTICE OF
PUBLIC HEARING**

The City of West Des Moines is an eligible entitlement grantee for the U.S. Dept. of Housing & Urban Development's Community Development Block Grant Program (CDBG). As an entitlement city, WDM receives HUD funds to address defined needs in the community. A Consolidated Annual Performance Evaluation Report has been written to describe the programs which were funded in 2017-18.

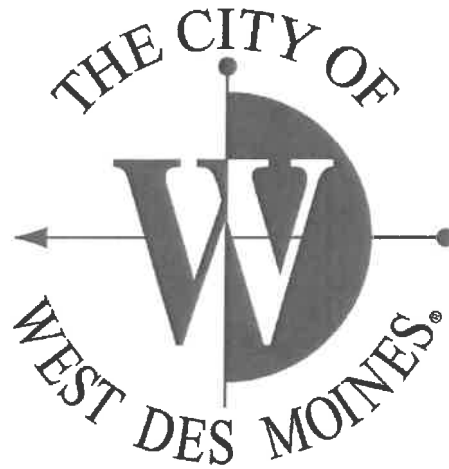
The City of West Des Moines will hold a public hearing at the October 29, 2018, City Council meeting to present the 2017-18 Consolidated Annual Performance Evaluation Report for approval.

This public hearing will be held on Monday, October 29, 2018, at 5:30 P.M. in the Council chambers of the West Des Moines City Hall located at 4200 Mills Civic Parkway, West Des Moines, Iowa.

It is the responsibility of the individual with a disability requiring accommodations to inform the Community Development Department, at least 48 hours in advance, that certain accommodations are requested. The City of West Des Moines is pleased to provide these accommodations in order to allow full participation in the City Council meetings. Please contact the Community and Economic Development Department at 515-273-0770 to request these accommodations.

Clyde E. Evans, AICP
Community Development Director

City of West Des Moines



Community Development Block Grant Program

2017-2018

Consolidated Annual Performance
and Evaluation Report (CAPER)

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

The City of West Des Moines continues its success with the Transit Pass program and Homeless Prevention programs. Again this year, the City's Homeless Prevention Program provided services and assistance to more households than expected. The Internet Service Program is well into development and supplies are being ordered, with installation expected November 2018.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
Home Repair	Affordable Housing		Homeowner Housing Rehabilitated	Household Housing Unit	10	0	0.00%			
Homeless Prevention	Affordable Housing	CDBG: \$8000	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	0	0				
Homeless Prevention	Affordable Housing	CDBG: \$8000	Homeless Person Overnight Shelter	Persons Assisted	0	0		0	0	

Homeless Prevention	Affordable Housing	CDBG: \$8000	Homelessness Prevention	Persons Assisted	80	326	407.50%	16	103	643.75%
Homeownership	Affordable Housing		Homeowner Housing Added	Household Housing Unit	2	0	0.00%			
Internet Service	Non-Housing Community Development	CDBG: \$177068	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	150	0	0.00%			
Internet Service	Non-Housing Community Development	CDBG: \$177068	Other	Other	0	0		100	0	0.00%
Rental Housing	Affordable Housing		Rental units constructed	Household Housing Unit	10	0	0.00%			
Transitional Housing	Affordable Housing	CDBG: \$2000	Public service activities for Low/Moderate Income Housing Benefit	Households Assisted	30	13	43.33%	4	0	0.00%
Transportation Services	Non-Housing Community Development	CDBG: \$28872	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	1250	786	62.88%	250	264	105.60%

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

The City has success using its funds for transit services and homeless prevention. These are areas of high need in the City and these programs provide a necessary services not found elsewhere.

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted).

91.520(a)

	CDBG
White	282
Black or African American	52
Asian	8
American Indian or American Native	1
Native Hawaiian or Other Pacific Islander	0
Total	343
Hispanic	12
Not Hispanic	331

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	CDBG	269,925	90,617
HOME	HOME		
HOPWA	HOPWA		
ESG	ESG		
Other	Other		

Table 3 - Resources Made Available

Narrative

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
City of West Des Moines	100	100	
VJ			

Table 4 – Identify the geographic distribution and location of investments

Narrative

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

The CDBG dollars contributed to the Homeless Prevention Program administered by the Human Services Department leverages money already in that program to provide additional assistance to households.

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	0	0
Number of Non-Homeless households to be provided affordable housing units	0	0
Number of Special-Needs households to be provided affordable housing units	0	0
Total	0	0

Table 5 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	0	0
Number of households supported through The Production of New Units	0	0
Number of households supported through Rehab of Existing Units	0	0
Number of households supported through Acquisition of Existing Units	0	0
Total	0	0

Table 6 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

During the 2017-18 program year, the city did not have any goals for providing housing units. The funds were focused on other community programs.

The City did approve a mixed income rental housing project in the Valley Junction neighborhood. The City acquired Phenix Elementary from the West Des Moines School District. The school was then transferred to Community Housing Initiatives, who is rehabilitating the building into 17 mixed income apartments. The building is anticipated to be completed and leasing by September 2018.

Discuss how these outcomes will impact future annual action plans.

The City completed a Historic West Des Moines Master Plan in the fall of 2016. The plan includes housing and community development aspects. The plan is currently in the implementation stage. From the study a closer look at second story housing along 5th Street has been completed.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	296	0
Low-income	48	0
Moderate-income	23	0
Total	367	0

Table 7 – Number of Households Served

Narrative Information

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

Homeless persons in West Des Moines are assisted through the West Des Moines Human Services. They can offer support services of a food pantry and clothing closet. We also offer the Homeless Prevention Program to keep households in their current housing.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City does not have any emergency shelters within the City limits. The City does offer a housing solution program utilizing the Housing First model. This program remains full and is well utilized.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

The City offers the Homeless Prevention Program to assist household from becoming homeless. During the 2017-18 program year the goal was to assist 16 households, but the City was able to assist a total of 103 people.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

Through the West Des Moines Human Services Department, the City offers support services and referrals for homeless persons and families.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

The City of West Des Moines does not have any public housing units within the City limits.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

The City of West Des Moines does not have any public housing units within the City limits.

Actions taken to provide assistance to troubled PHAs

There are no troubled Public Housing Authorities in the City of West Des Moines.

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

The City is currently offering two redevelopment programs for properties in the business district of Valley Junction. These programs can be used for housing space as well as business space.

In addition, the City is encouraging affordable housing through the redevelopment of Phenix Elementary into 17 apartments. This building is will open in September 2018.

The City has accepted the Historic West Des Moines Master Plan in the fall of 2016. The plan is being implemented currently.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

The City provides the Homeless Prevention Program and the Transit Pass program as assistance to households and individuals with underserved needs.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

No actions were taken during the 2017-18 program year.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

The City provides the Transit Pass Program to 264 individuals so they have access to free public transit throughout the entire Des Moines Metropolitan Area. This opportunity provides necessary transportation to education and work.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

The City has a team established for working on the CDBG Program. The team has been with the City for over ten years. The team continues to attend trainings and education opportunities to learn more.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

The City has representation on the Central Iowa Regional Housing Authority advisory board. The City also has a representative on the Polk County Housing Trust Fund Development Committee. The City keeps up to date on the actions of the area Continuum of Care.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

Currently no actions are being taken to overcome the effects of any impediments identified in the 2013 Greater Des Moines Regional Analysis of Impediments to Fair Housing Choice. The City of West Des Moines' garage ordinance was identified as an impediment. When the Greater Des Moines Habitat for Humanity built a home in West Des Moines 2012, the City built a garage per the City's ordinance with donations and volunteers.

The City is currently partnering with the City of Des Moines to update the Analysis of Impediments for the next Consolidated Plan.CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

The City administers all of the CDBG programs itself, so the City does self-monitoring. The Community and Economic Development Department (CED) is in the primary department who administers the CDBG Program. CED monitors the Human Services Department as it related to their program funded by CDBG including Homeless Prevention and Transitional Housing Program. CED reviews Human Services program files once a year.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

The City's CAPER was made available on the City's website for 15 days for public comment. The CAPER was also presented to the City Council as a public hearing during a city council meeting.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

There have been no changes in the City's program objectives.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, APPROVING THE CITY OF WEST DES MOINES 2017-18 CONSOLIDATED ANNUAL PERFORMANCE EVALUATION REPORT

WHEREAS, the City of West Des Moines is an eligible Community Development Block Grant (CDBG) entitlement community;

WHEREAS, the City must develop an annual report on the usage of the CDBG funds called a Consolidated Annual Performance Evaluation Report;

WHEREAS, the City has prepared the 2017-18 Consolidated Annual Performance Evaluation Report;

WHEREAS, the Consolidated Annual Performance Evaluation Report has been available for review by the public for fifteen days, October 12, 2018 to October 25, 2018;

THEREFORE, BE IT RESOLVED that the Council of the City of West Des Moines, Iowa hereby adopts this 2017-18 Consolidated Annual Performance Evaluation Report and authorizes the Mayor to submit the report to the United States Department of Housing and Urban Development, for their review and approval.

PASSED AND ADOPTED on October 29, 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 October 29, 2018 by the following vote:

ATTEST:

Ryan Jacobson
City Clerk

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

ITEM: Public Hearing, FY 2018-19 Budget Amendment #2

DATE: October 29, 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 increase to the fund of \$1,103,377

The general fund piece of this amendment primarily consists of:

- (1) Reclassification of Westcom administration fee (\$260,000) from Revenue to General Fund and Expense to WestCom to a “Transfer In” and “Transfer Out”.
- (2) Reclassification of Iowa EMS Alliance administration fee (\$120,000) from Revenue to General Fund and Expense to EMS to a “Transfer In” and “Transfer Out”.
- (3) Increase of \$1,500,000 for the declared surplus in the Sanitary Sewer Fund which was approved by Council and will be transferred to the General Fund.

Other less-significant adjustments within the General Fund are as follows:

- \$33,000 increase to State Grant revenue and offsetting expenses for the Governor’s Traffic Safety Bureau grant awarded to the Police Department.
- \$43,278 increase to revenue for the updated Commercial Property Tax Replacement distribution for the General Fund.
- Carryover of \$87,000 of funding from the Police Department FY 17-18 budget for the purchase of equipment related to the hiring of new officers
- Carryover \$28,640 of funding from the Public Services FY 17-18 budget the remaining balance of the DEF Station installation.
- Carryover of \$29,700 of expenses from the Public Services FY 17-18 budget for the contracting of brush chipping.
- Carryover of \$21,600 of expenses from the Development Services FY 17-18 budget for work related to the updated Comp Plan.
- Carryover \$78,277 of expenses from the Metro Home Improvement Program FY 17-18 budget for housing rehabilitation.
- \$83,000 increase in expenses the rental of temporary furniture for the City Hall building project.
- \$30,000 increase in expenses for the purchases of new chairs for the City Hall Council Chambers.

- Carry over \$37,702 of expenses from the Human Resources FY 17-18 budget for the HRIS project consulting and compensation study.
- Carry over \$27,300 of expenses from the Finance FY 17-18 budget for the Cost Allocation plan and the Tyler Transparency software.

Special Revenue Fund - net decrease to the fund of \$1,804,948

- \$2,000,000 decrease to the Mills Parkway TIF Fund for the transfer out of funds to the Capital Projects Fund for the RecPlex project.
- \$64,100 increase in both revenue and expenses in the CDBG Fund to record a pass thru grant for Phenix Stormwater Management program.
- \$45,171 increase in expenses in the CDBG Fund for the carryover of the Phenix workforce housing loan from FY 2017-18.
- \$51,390 increase in expenses in the Economic Development Fund for the carryover of the Polk County Valley Junction Master Plan grant.
- \$542,188 increase to the Osmium TIF Fund (and reduction in Transfers Out) as the debt payment is to come from Capitalized Interest in Debt Service Fund.

Debt Service Fund - net decrease to the fund of \$739,276

- \$158,000 increase to interest for bond payments for upcoming 2018E issuance.
- \$160,000 increase Debt Service Transfers In, for bond payments covered by TIF Revenue.
- \$542,188 increase in Debt Service Transfer Out for payment from Capitalized Interest

Capital Projects Fund - net decrease to the fund of \$25,443,993

Revenue for the Capital Projects Fund will increase by \$10,000,000 due to upcoming issuance of bonds for the Osmium Development agreement.

Revenue for the Capital Projects Fund will increase by \$41,000 due to the sale of land at 5000 Westwood Drive.

Expenses for Capital Projects will increase by \$37,494,993, 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:

Osmium Development Agreement (Econ Incentive)	\$ 10,000,000
Mills Civic Pkwy & 88 th Design	695,000

(2) Projects scheduled for completion in FY 17-18 but carried over to FY 18-19:

Veterans Pkwy - SE 50 th to SW 60 th	\$ 5,006,892
S Grand Prairie Pkwy - SE Madison to Veterans Pkwy	4,649,000
Veterans Pkwy – Wild Rose Ln to Grad Prairie Pkwy	3,410,322
Alluvion Water Booster Station	1,750,065
West Public Services Facility Design	1,700,440
Veterans Pkwy – SE Adams to SE 50 th	822,544
Grand Ave Reconstruction Design	741,189
Library Boiler/Mechanical Update	655,755
SW 60 th - Veterans Pkwy South	588,605
S Grand Prairie Pkwy Grading & Paving	578,522
Veterans Pkwy-SW 60 th to Wild Rose Ln	577,182
Ashworth Rd Reconstruction – I-80 Bridge to 98 th St	430,047
Osmium Fiber Conduit	428,248
Veterans Pkwy – SE Maffitt Lake Rd to Adams St	343,838
Grand Prairie Pkwy-Veterans Pkwy to Madison Ave	325,580
Osmium Environmental	295,938
City Hall Interior Renovations	235,205
EP True Pkwy Widening- JCP to 81 st St	226,755
City Hal Heat Pump & Carpet Replacement	225,785
2017 Intersection Improvements	209,602
Coachlight Dr-S JCP to S 81 st St	<u>205,606</u>
	\$ 23,407,120

Business Type / Enterprise Funds - net decrease to the fund of \$7,891,173

- \$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 \$6,296,218. 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 :

Maple Grove Lift Station	\$785,477
Sugar Creek Conveyance Improvements	584,664
Johnson Creek Conveyance Improvements	578,404
Raccoon River Bank Stabilization	558,955
Walnut Creek Outfall Storm Sewer	493,863
South Area Trunk Sewer Wester Extension	398,630
Raccoon River Sewer Crossing	319,405
South Service Area Lift Segment II	<u>231,141</u>
	\$3,950,539

- \$472,100 increase in expenses in the Sugar Creek Stormwater Fee District for the refunding of Sugar Creek Stormwater Sewer Fee District charges due to court ruling.
- \$260,000 decrease in expenses and a \$260,000 increase in Transfers Out in the Westcom Fund for changing the Westcom Administration Fee per the auditor's recommendation.
- \$167,850 increase in Stormwater Fee revenue due to the recent rate increase.

- \$100,000 increase in Solid Waste Fee revenue due to the recent rate increase.
- \$52,000 increase in expenses in the Solid Waste Fund for the updated rates for contracted solid waste hauling and recycling.

BACKGROUND: This is a public hearing on Amendment #2 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 October 10, 2018, where the Committee recommended approval.

RECOMMENDATION: Adopt Resolution approving Amendment #2 to the FY 2018-19 operating and capital budget.

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

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	The Des Moines Register
Dates(s) Published	October 19, 2018

SUBCOMMITTEE REVIEW (if applicable)

Committee	Finance & Administration		
Date Reviewed	October 10, 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 October 29, 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 29th day of October, 2018.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, CMC
City Clerk

77-727

CITY BUDGET AMENDMENT AND CERTIFICATION RESOLUTION - FY 2019 - AMENDMENT #2

To the Auditor of POLK, DALLAS, WARREN, & MADISON County, Iowa:

The City Council of West Des Moines in said County/Countries met on 10/29/2018, 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 8/20/2018.)

Be it Resolved by the Council of the City of West Des Moines

Section 1. Following notice published 10/19/2018

and the public hearing held, 10/29/2018 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	-180,620	19,196,193
Charges for Services	10	21,379,076	290,850	21,669,926
Special Assessments	11	100,000	0	100,000
Miscellaneous	12	12,931,800	85,800	13,017,600
Other Financing Sources	13	22,305,000	10,060,425	32,365,425
Transfers In	14	74,101,594	4,209,825	78,311,419
Total Revenues and Other Sources	15	234,891,854	14,466,280	249,358,134
Expenditures & Other Financing Uses				
Public Safety	16	29,527,701	271,450	29,799,151
Public Works	17	10,933,403	33,640	10,967,043
Health and Social Services	18	1,338,981	0	1,338,981
Culture and Recreation	19	10,205,966	60,580	10,266,546
Community and Economic Development	20	9,877,313	327,483	10,204,796
General Government	21	11,691,604	242,479	11,934,083
Debt Service	22	25,915,884	20,995	25,936,879
Capital Projects	23	67,812,367	37,494,993	105,307,360
Total Government Activities Expenditures	24	167,303,219	38,451,620	205,754,839
Business Type / Enterprises	25	51,861,476	6,570,848	58,432,324
Total Gov Activities & Business Expenditures	26	219,164,695	45,022,468	264,187,163
Transfers Out	27	74,101,594	4,209,825	78,311,419
Total Expenditures/Transfers Out	28	293,266,289	49,232,293	342,498,582
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out Fiscal Year	29	-58,374,435	-34,766,013	-93,140,448
Beginning Fund Balance July 1	30	195,233,313	0	195,233,313
Ending Fund Balance June 30	31	136,858,878	-34,766,013	102,092,865

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 10/29/2018
(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	-180,620	19,196,193
Charges for Services	10	21,379,076	290,850	21,669,926
Special Assessments	11	100,000		100,000
Miscellaneous	12	12,931,800	85,800	13,017,600
Other Financing Sources	13	22,305,000	10,060,425	32,365,425
Transfers In	14	74,101,594	4,209,825	78,311,419
Total Revenues and Other Sources	15	234,891,854	14,466,280	249,358,134
Expenditures & Other Financing Uses				
Public Safety	16	29,527,701	271,450	29,799,151
Public Works	17	10,933,403	33,640	10,967,043
Health and Social Services	18	1,338,981		1,338,981
Culture and Recreation	19	10,205,966	60,580	10,266,546
Community and Economic Development	20	9,877,313	327,483	10,204,796
General Government	21	11,691,604	242,479	11,934,083
Debt Service	22	25,915,884	20,995	25,936,879
Capital Projects	23	67,812,367	37,494,993	105,307,360
Total Government Activities Expenditures	24	167,303,219	38,451,620	205,754,839
Business Type / Enterprises	25	51,861,476	6,570,848	58,432,324
Total Gov Activities & Business Expenditures	26	219,164,695	45,022,468	264,187,163
Transfers Out	27	74,101,594	4,209,825	78,311,419
Total Expenditures/Transfers Out	28	293,266,289	49,232,293	342,498,582
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out Fiscal Year	29	-58,374,435	-34,766,013	-93,140,448
Beginning Fund Balance July 1	30	195,233,313		195,233,313
Ending Fund Balance June 30	31	136,858,878	-34,766,013	102,092,865

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	\$ (59,697)	\$ 596,926	\$ 1,880,000	\$ 120,000	\$ 1,103,377
Special Revenue	\$ 24,390	\$ 201,701	\$ 160,000	\$ 1,787,637	\$ (1,804,948)
Debt Service	\$ (39,088)	\$ 158,000	\$ -	\$ 542,188	\$ (739,276)
Capital Projects	\$ 10,061,000	\$ 37,494,993	\$ 2,000,000	\$ -	\$ (25,433,993)
Business Type / Enterprise	\$ 269,850	\$ 6,570,848	\$ 169,825	\$ 1,760,000	\$ (7,891,173)
	\$ 10,256,455	\$ 45,022,468	\$ 4,209,825	\$ 4,209,825	\$ (34,766,013)

Revenue Detail

Account Number					Description	Current Budget	Change Inc. (Dec)	Amended Budget
Fund	Dept.	Div.	Acct	Sub Acct				
General Funds								
<i>Intergovernmental</i>								
100	000	000	4360	442	Commercial Tax Replacement	\$ 1,808,472	\$ 42,128	\$ 1,850,600
100	105	700	4300	409	Federal Grants	\$ -	\$ 2,800	\$ 2,800
100	105	700	4320	423	State Grants	\$ -	\$ 33,000	\$ 33,000
100	610	700	4380	450	Local Agreements Administration	\$ 260,000	\$ (260,000)	\$ -
150	000	000	4360	442	Commercial Tax Replacement	\$ 36,790	\$ 850	\$ 37,640
190	000	000	4360	442	Commercial Tax Replacement	\$ 13,396	\$ 300	\$ 13,696
Sub-total Intergovernmental							\$ (180,922)	
<i>Charges for Service</i>								
100	200	250	4440	580	PS-Inspections	\$ -	\$ 10,000	\$ 10,000
100	400	410	4400	539	Rec Fees	\$ 262,000	\$ 13,000	\$ 275,000
Sub-total Charges for Service							\$ 23,000	
<i>Miscellaneous</i>								
100	000	010	4610	711	Donations	\$ -	\$ 1,000	
100	610	700	4640	730	Sales Tax Refunds	\$ -	\$ 79,800	\$ 79,800
Sub-total Miscellaneous							\$ 80,800	
<i>Other Financing Source</i>								
100	610	700	4850	820	Sale of Property Equipment/Vehicl	\$ -	\$ 5,625	\$ 5,625
100	610	700	4850	850	Sale of Property Auction	\$ 25,000	\$ 11,800	\$ 36,800
Sub-total Other Financing Source							\$ 17,425	
General Funds Total							\$ (59,697)	
Debt Service Fund								
<i>Intergovernmental</i>								
200	000	070	4360	442	Commerical Tax Replacement	\$ 484,603	\$ (39,088)	\$ 445,515
Sub-total Intergovernmental							\$ (39,088)	
Debt Service Fund							\$ (39,088)	
Special Revenue Fund								
<i>Intergovernmental</i>								
330	000	000	4360	442	Commerical Tax Replacement	\$ 527,192	\$ (52,590)	\$ 474,602
400	000	000	4360	442	Commerical Tax Replacement	\$ 114,771	\$ 2,930	\$ 117,701
465	550	560	4300	409	Federal Grants	\$ -	\$ 64,100	\$ 64,100
495	000	000	4360	442	Commerical Tax Replacement	\$ 223,529	\$ 4,950	\$ 228,479
Sub-total Intergovernmental							\$ 19,390	
<i>Miscellaneous</i>								
451	480	700	4610	711	Donations	\$ 10,000	\$ 5,000	\$ 15,000
Sub-total Intergovernmental							\$ 5,000	
Special Revenue Fund							\$ 24,390	

Revenue Detail

Account Number						Current Budget	Change Inc. (Dec)	Amended Budget
Fund	Dept.	Div.	Acct	Sub Acct	Description			
Capital Projects								
<i>Intergovernmental</i>								
500	000	000	4320	422	State Grant Iowa DOT	\$ -	\$ 20,000	\$ 20,000
<i>Sub-total Intergovernmental</i>							\$ 20,000	
<i>Other Financing Source</i>								
500	000	000	4850	825	Sale of Land/Buildings	\$ -	\$ 41,000	\$ 41,000
523	000	000	4800	800	Bond Proceeds	\$ -	\$ 10,000,000	
<i>Sub-total Other Financing Source</i>							\$ 10,041,000	
Capital Projects Funds Total							\$ 10,061,000	
Business Type								
<i>Charges for Service</i>								
650	200	250	4400	529	Stormwater Fee	\$ 2,532,150	\$ 167,850	\$ 2,700,000
690	200	280	4400	533	Solid Waste Fees	\$ 1,900,000	\$ 100,000	\$ 2,000,000
<i>Sub-total Charges for Service</i>							\$ 267,850	
<i>Other Financing Source</i>								
700	200	240	4850	850	Sale of Property Auction	\$ -	\$ 2,000	\$ 2,000
<i>Sub-total Other Financing Source</i>							\$ 2,000	
Business Type Funds Total							\$ 269,850	
Revenue Total							\$ 10,256,455	

Expenditure Summary

Program	Change Inc. (Dec)
Public Safety	
Operating	
Police Department	\$ 181,000
Building Inspection	\$ 20,610
EMS-Non Alliance	\$ 64,000
EMS	\$ (136,165)
Operating Total	\$ 129,445
Special Revenue	
State Forfeited Funds	\$ 5,000
Special Revenue Total	\$ 5,000
Public Safety Total	\$ 134,445
Public Works	
Operating	
Public Services- Fleet	\$ 28,640
Engineering Services-Administration	\$ 5,000
Operating Total	\$ 33,640
Public Works Total	\$ 33,640
Culture & Recreation	
Operating	
P&R - Recreation	\$ 25,880
PS - Forestry	\$ 29,700
Operating Total	\$ 55,580
Special Revenue	
Library Friends Trust	\$ 5,000
Special Revenue Total	\$ 5,000
Culture & Recreation Total	\$ 60,580
Community & Economic Development	
Development Services	\$ 21,600
Community & Economic Development	\$ 66,410
Metro Home Improvement Program	\$ 47,772
Operating Total	\$ 135,782
Special Revenue	
Woodland Hills LMI	\$ 15,135
Ashworth Road TIF District	\$ 8,500
Coachlight Drive TIF District	\$ 8,500
Osmium TIF District	\$ 6,500
CDBG State Program	\$ 109,271
Dallas County Local Housing Trust Fund	\$ (7,595)
Economic Development Fund	\$ 51,390
Special Revenue Total	\$ 191,701
Community & Economic Development Total	\$ 327,483

Expenditure Summary

Program	Change Inc. (Dec)
General Government	
Operating	
City Hall	\$ 113,000
Finance	\$ 44,650
Information Technology Services	\$ 36,127
Human Resources	\$ 48,702
Operating Total	\$ 242,479
General Government Total	\$ 242,479
Debt Service	\$ 158,000
Capital Projects	\$ 37,494,993
Total Government Activities Expenditures	\$ 38,451,620
Business Type / Enterprise	\$ 6,570,848
Total Government Activities & Business Expenditures	\$ 45,022,468

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	Transfers In		\$ 1,880,000	\$ 1,880,000
Total General Fund Transfers In							\$ 1,880,000	
Debt Service								
200	000	099	4900	900	Transfers In	\$ -	\$ 160,000	\$ 160,000
Total Debt Service Fund Transfers In							\$ 160,000	
Capital Projects								
500	000	099	4900	900	Transfers In	\$ -	\$ 2,000,000	\$ 2,000,000
Total Captail Projects Fund Transfers In							\$ 2,000,000	
Business Type								
696	000	099	4900	900	Transfers In	\$ -	\$ 169,825	\$ 169,825
Total Business Type Fund Transfers In							\$ 169,825	
Total Transfers In							\$ 4,209,825	
Transfers Out								
General Fund								
130	000	099	5900	900	Transfers Out		\$ 120,000	\$ 120,000
Total General Fund Transfers Out							\$ 120,000	
Debt Service								
210	000	099	5900	900	Transfers Out	\$ 740,650	\$ 542,188	\$ 1,282,838
Total Debt Service Fund Transfers Out							\$ 542,188	
Special Revenue								
330	000	099	5900	900	Transfers Out	\$ 5,361,255	\$ (337,844)	\$ 5,023,411
341	000	099	5900	900	Transfers Out		\$ 2,000,000	\$ 2,000,000
360	000	099	5900	900	Transfers Out	\$ 667,551	\$ (44,344)	\$ 623,207
410	000	099	5900	900	Transfers Out		\$ 169,825	\$ 169,825
Total Special Revenue Fund Transfers Out							\$ 1,787,637	
Business Type								
600	000	099	5900	900			\$ 1,500,000	\$ 1,500,000
695	000	099	5900	900		\$ -	\$ 260,000	\$ 260,000
Total Special Revenue Fund Transfers Out							\$ 1,760,000	
Total Transfers Out							\$ 4,209,825	
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>Police</u>								
100	105	107	5130		Overtime	\$ 355,000	\$ 23,000	\$ 378,000
100	105	107	5200	210	Training In State	\$ 48,850	\$ 1,000	\$ 49,850
100	105	107	5400	750	Equipment-Miscellaneous	\$ 78,800	\$ 87,000	\$ 165,800
100	105	107	5500	775	Squad Cars	\$ 245,000	\$ 70,000	\$ 315,000
<u>Sub-total Police</u>							\$ 181,000	
<u>Building Inspection</u>								
100	500	180	5130	300	Overtime	\$ 12,000	\$ 16,750	\$ 28,750
100	500	180	5160	610	FICA	\$ 62,873	\$ 1,280	\$ 64,153
100	500	180	5160	620	IPERS	\$ 75,804	\$ 1,580	\$ 77,384
100	500	180	5500	774	Pickup	\$ 28,000	\$ 1,000	\$ 29,000
<u>Sub-total Building Inspection</u>							\$ 20,610	
<u>EMS-Non Alliance</u>								
100	130	131	5350	670	Vehicle Replacement	\$ 80,000	\$ 64,000	\$ 144,000
<u>Sub-total State Forfeited</u>							\$ 64,000	
<u>EMS</u>								
130	130	700	5100		Full Time	\$ 702,500	\$ 14,000	\$ 716,500
130	130	700	5140	406	Cell Phone Allowance	\$ 2,360	\$ 105	\$ 2,465
130	130	700	5160	610	FICA	\$ 60,200	\$ 2,195	\$ 62,395
130	130	700	5160	620	IPERS	\$ 76,400	\$ 2,935	\$ 79,335
130	130	700	5250	402	Administration Fee	\$ 120,000	\$ (120,000)	\$ -
130	130	133	5350	670	Vehicle Replacement	\$ 66,000	\$ (35,400)	\$ 30,600
<u>Sub-total EMS</u>							\$ (136,165)	
Operating Total							\$ 129,445	
Special Revenue								
<u>State Forfeited</u>								
405	105	107	5230	503	Supplies	\$ 5,000	\$ 5,000	\$ 10,000
<u>Sub-total State Forfeited</u>							\$ 5,000	
Special Revenue Total							\$ 5,000	
Public Safety Total							\$ 134,445	

Expenditure Detail - Public Works

Account Number						Current Budget	Change Inc. (Dec)	Amended Budget
Fund	Dept.	Div.	Acct	Sub Acct	Description			
Public Works								
Operating								
<u>Public Services- Fleet</u>								
100	200	240	5400	750	Equipment	\$ -	\$ 28,640	\$ 28,640
<i>Sub-total Public Services-Fleet</i>							\$ 28,640	
<u>Engineering Services-Administration</u>								
100	250	700	5230	584	Supplies Drone	\$ -	\$ 5,000	\$ 5,000
<i>Sub-total Engineering Administration</i>							\$ 5,000	
Operating Total							\$ 33,640	
Public Works Total							\$ 33,640	

Expenditure Detail - Culture Recreation

Account Number						Current Budget	Change Inc. (Dec)	Amended Budget
Fund	Dept.	Div.	Acct	Sub Acct	Description			
Culture & Recreation								
<i>P&R-Recreation</i>								
100	400	410	5100		Full-Time	\$ 574,600	\$ 11,000	\$ 585,600
100	400	410	5160	610	FICA	\$ 50,411	\$ 840	\$ 51,251
100	400	410	5160	620	IPERS	\$ 62,238	\$ 1,040	\$ 63,278
100	400	414	5230	515	Program Supplies	\$ 52,500	\$ 13,000	\$ 65,500
<i>Sub-total P&R -Recreation</i>							\$ 25,880	
<i>PS-Forestry</i>								
100	200	407	5250	460	Contractual Services Misc.	\$ 30,000	\$ 29,700	\$ 59,700
<i>Sub-total PS Forestry</i>							\$ 29,700	
Operating Total							\$ 55,580	
Special Revenue								
<i>Library Friends Trust</i>								
451	480	700	5400	713	Equipment Miscellaneous	\$ 15,000	\$ 5,000	\$ 20,000
<i>Sub-total Library Friends Trust</i>							\$ 5,000	
Special Revenue Total							\$ 5,000	
Culture & Recreation Total							\$ 60,580	

Expenditure Detail - Community and Economic Development

Account Number						Current Budget	Change Inc. (Dec)	Amended Budget
Fund	Dept.	Div.	Acct	Sub Acct	Description			
Community and Economic Development								
Operating								
<u>Development Services</u>								
100	500	700	5250	460	Contractual Services Miscellaneous	\$ 79,900	\$ 21,600	\$ 101,500
<u>Sub-total Development Services</u>							\$ 21,600	
<u>Community & Economic Development</u>								
100	550	700	5100		Full-Time	\$ 294,000	\$ 41,000	\$ 335,000
100	550	700	5140	470	Longevity Pay	\$ 1,720	\$ (750)	\$ 970
100	550	700	5150	550	Health/Medical Insurance	\$ 47,270	\$ 11,730	\$ 59,000
100	550	700	5150	580	Vision Insurance	\$ 720	\$ (500)	\$ 220
100	550	700	5150	570	Life Insurance	\$ 830	\$ 130	\$ 960
100	550	700	5160	610	FICA	\$ 24,200	\$ 3,100	\$ 27,300
100	550	700	5160	620	IPERS	\$ 32,100	\$ 1,700	\$ 33,800
100	550	700	5250	431	Legal Fees	\$ -	\$ 10,000	\$ 10,000
<u>Sub-total Community & Economic Development</u>							\$ 66,410	
<u>Metro Home Improvement Program</u>								
115	550	560	5100		Full-Time	\$ 64,700	\$ (20,900)	\$ 43,800
115	550	560	5150	550	Health/Medical Insurance	\$ 16,400	\$ (6,400)	\$ 10,000
115	550	560	5150	580	Vision Insurance	\$ 205	\$ (205)	\$ -
115	550	560	5160	610	FICA	\$ 4,975	\$ (1,500)	\$ 3,475
115	550	560	5160	620	IPERS	\$ 6,130	\$ (1,500)	\$ 4,630
115	550	560	5230	515	Supplies Programs		\$ 78,277	\$ 78,277
<u>Sub-total Metro Home Improvement Program</u>							\$ 47,772	
Operating Total							\$ 135,782	
Special Revenue								
<u>Woodland Hills LMI</u>								
353	000	000	5550	730	Land		\$ 15,135	\$ 15,135
<u>Sub-total Woodland Hills LMI</u>							\$ 15,135	
<u>Ashworth TIF District</u>								
355	000	000	5250	431	Legal		\$ 8,500	\$ 8,500
<u>Sub-total Ashworth TIF District</u>							\$ 8,500	
<u>Coachlight TIF District</u>								
356	000	000	5250	431	Legal		\$ 8,500	\$ 8,500
<u>Sub-total Coachlight TIF District</u>							\$ 8,500	
<u>Osmium TIF District</u>								
360	000	000	5250	431	Legal		\$ 6,500	\$ 6,500
<u>Sub-total Osmium TIF District</u>							\$ 6,500	
<u>CDBG State Program</u>								
465	550	560	5230	515	Supplies-programs		\$ 109,271	\$ 109,271
<u>Sub-total CDBG State Program</u>							\$ 109,271	
<u>Dallas County Local Housing Trust Fund</u>								
460	550	560	5100		Full-Time	\$ 23,550	\$ (5,550)	\$ 18,000
460	550	560	5150	550	Health/Medical Insurance	\$ 5,970	\$ (1,970)	\$ 4,000
460	550	560	5150	580	Vision Insurance	\$ 75	\$ (75)	\$ -
<u>Sub-total Local Housing Trust Fund</u>							\$ (7,595)	

Expenditure Detail - Community and Economic Development

Account Number						Current Budget	Change Inc. (Dec)	Amended Budget
Fund	Dept.	Div.	Acct	Sub Acct	Description			
Community and Economic Development-Continued								
<i>Economic Development</i>								
486	550	700	5250	476	Grants		\$ 51,390	\$ 51,390
<i>Sub-total Economic Development</i>							\$ 51,390	
Special Revenue Total							\$ 191,701	
Community & Economic Development Total							\$ 327,483	

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 Hall</u>								
100	600	630	5250	447	Rent	\$ -	\$ 83,000	\$ 83,000
100	600	630	5400	713	Equipment	\$ -	\$ 30,000	\$ 30,000
<i>Sub-total City Hall</i>							\$ 113,000	
<u>Finance</u>								
100	610	700	5100		Full-Time Pay	\$ 238,000	\$ 7,000	\$ 245,000
100	610	621	5100		Full-Time Pay	\$ 92,000	\$ 3,000	\$ 95,000
100	610	622	5250	411	Computer Software Maintenance	\$ -	\$ 4,800	\$ 4,800
100	610	700	5200	210	Training-In State	\$ 700	\$ 2,550	\$ 3,250
100	610	700	5250	460	Contractual Services-Miscellaneous	\$ -	\$ 12,800	\$ 12,800
100	610	700	5400	705	Computer Software	\$ -	\$ 14,500	\$ 14,500
<i>Sub-total Finance</i>							\$ 44,650	
<u>Information Technology Services-Administration</u>								
100	650	653	5100		Full Time Wages	\$ 183,100	\$ 20,000	\$ 203,100
100	650	653	5150	550	Health Insurance	\$ 19,730	\$ (1,950)	\$ 17,780
100	650	653	5160	610	FICA	\$ 14,120	\$ 1,530	\$ 15,650
100	650	653	5160	620	IPERS	\$ 17,400	\$ 1,890	\$ 19,290
100	650	655	5100		Full Time Wages	\$ 503,000	\$ 10,500	\$ 513,500
100	650	653	5160	610	FICA	\$ 38,910	\$ 800	\$ 39,710
100	650	653	5160	620	IPERS	\$ 48,005	\$ 990	\$ 48,995
100	650	700	5250	460	Contractual Services-Miscellaneous	\$ 203,236	\$ 2,367	\$ 205,603
<i>Sub-total Information Technology Services-Admin</i>							\$ 36,127	
<u>Human Resources</u>								
100	670	670	5100		Full Time Wages	\$ 502,000	\$ 11,000	\$ 513,000
100	670	670	5250	460	Contractual Services-Miscellaneous	\$ 101,321	\$ 37,702	\$ 139,023
<i>Sub-total Human Resources</i>							\$ 48,702	
Operating Total							\$ 242,479	
General Government Total							\$ 242,479	

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	850	Interest		\$ 158,000	\$ 158,000
Sub-total Debt Service							\$ 158,000	
Debt Service Total							\$ 158,000	

Capital Projects

Account Number						Current Budget	Change Inc. (Dec)	Amended Budget
Fund	Dept.	Div.	Type	Sub Acct	Description			
Capital Projects Funds								
Veterans Parkway- Adams to SE 50th								
500	000	000	5250	495	Design	\$	822,544	\$ 822,544
Sub-total Veterans Parkway - Adams to SE 50th							\$ 822,544	
Veterans Pkwy-Wild Rose Lane to Grand Prairie Pkwy								
500	000	000	5250	495	Design	\$	482,271	\$ 482,271
500	000	000	5250	490	Construction	\$	2,928,051	\$ 2,928,051
Sub-total Veterans Pkwy-Wild Road Lane to Grand Prairie Pkwy							\$ 3,410,322	
Veterans Parkway, SE Maffitt Lake Rd to Adams St								
500	000	000	5250	495	Design	\$	343,838	\$ 343,838
Sub-total Veterans Pkwy, SE Maffitt Lake Road to Adams St							\$ 343,838	
Veterans Parkway-SW 60th St to Wild Rose Ln								
500	000	000	5250	495	Design	\$	577,182	\$ 577,182
Sub-total Veterans Parkway-SW 60th St to Wild Rose Ln							\$ 577,182	
Veterans Parkway-SE 50th to SW 60th St								
500	000	000	5250	490	Construction	\$	4,450,000	\$ 4,450,000
500	000	000	5250	495	Design	\$	556,892	\$ 556,892
Sub-total Veterans Parkway - SE 50th SW 60th St							\$ 5,006,892	
Veterans Parkway Enhancements								
500	000	000	5250	490	Contracts	\$	76,750	\$ 76,750
Sub-total Veterans Parkway Enhancements							\$ 76,750	
South 60th St Improvements								
500	000	000	5250	490	Construction	\$	50,000	\$ 50,000
Sub-total South 60th St Improvements							\$ 50,000	
S. 60th St-Mills to Grand Ave								
500	000	000	5250	495	Design	\$	240,797	\$ 240,797
Sub-total S. 60th St-Mills to Grand Ave							\$ 240,797	
SW 60th St-Veterans Parkway South								
500	000	000	5250	495	Design	\$	588,605	\$ 588,605
Sub-total SW 60th-Veterans Parkway South							\$ 588,605	
S. 60th St Improvements Phase 2								
500	000	000	5250	490	Contracts	\$	164,964	\$ 164,964
Sub-total S. 60th St Improvements Phase 2							\$ 164,964	
S Grand Prairie Parkway-SE Madison to Veterans Parkway								
500	000	000	5250	490	Construction	\$	4,649,000	\$ 4,649,000
Sub-total S Grand Prairie Pkwy -SE Madison to Veterans Pkwy							\$ 4,649,000	
S. Grand Prairie Parkway Grading & Paving								
500	000	000	5250	495	Design	\$	578,552	\$ 578,552
Sub-total S. Grand Prairie Parkway Grading & Paving							\$ 578,552	
Grand Prairie Pkwy-Veterans Pkwy to Madison Ave								
500	000	000	5250	495	Design	\$	325,580	\$ 325,580
Sub-total Grand Prairie Pkwy-Veterans Pkwy to Madison Ave							\$ 325,580	
S Grand Prairie Parkway Bridge								
500	000	000	5250	495	Design	\$	42,515	\$ 42,515
Sub-total S Grand Prairie Parkway Bridge							\$ 42,515	
Ashworth Rd Improvements Phase 2								
500	000	000	5250	495	Design	\$	82,072	\$ 82,072
Sub-total Ashworth Rd Improvements Phase 2							\$ 82,072	

Capital Projects

Account Number						Current Budget	Change Inc. (Dec)	Amended Budget
Fund	Dept.	Div.	Type	Sub Acct	Description			
Capital Projects Continued								
Ashworth Road Improvements-Phase 1								
500	000	000	5250	495	Design	\$	104,233	\$ 104,233
Sub-total Ashworth Road Improvements-Phase 1							\$ 104,233	
Ashworth Road Reconstruction-I-80 Bridge to 98th St								
500	000	000	5250	490	Construction	\$	430,047	\$ 430,047
Sub-total Ashworth Road Reconstruction I-Bridget to 98th St							\$ 430,047	
Coachlight Dr- S JCP to S 81st St								
500	000	000	5250	495	Design	\$	205,606	\$ 205,606
Sub-total Coachlight Dr - S JCP to S 81st St							\$ 205,606	
Mills Civic Parkway & 88th Design								
500	000	000	5250	495	Design	\$	695,000	\$ 695,000
Sub-total Mills Civic Parkway & 88th Design							\$ 695,000	
Mills Civic Parkway Improvements								
500	000	000	5250	495	Design	\$	125,784	\$ 125,784
Sub-total Mills Civic Parkway Improvements							\$ 125,784	
Stagecoach Drive Improvements								
500	000	000	5250	490	Construction	\$	64,896	\$ 64,896
Sub-total Stagecoach Drive Improvements							\$ 64,896	
Grand Avenue Reconstruction								
500	000	000	5250	495	Design	\$	741,189	\$ 741,189
Sub-total Grand Avenue Reconstruction							\$ 741,189	
2017 Intersection Improvements								
500	000	000	5250	490	Construction	\$	209,602	\$ 209,602
Sub-total 2017 Intersection Improvements							\$ 209,602	
Intersection Improvements Mills & JCP								
500	000	000	5250	495	Design	\$	12,802	\$ 12,802
Sub-total Intersection Improvements Mills & JCP							\$ 12,802	
Intersection Improvements S 51st & Mills								
500	000	000	5250	495	Design	\$	13,270	\$ 13,270
Sub-total Intersection Improvements S 51st & Mills							\$ 13,270	
Valley Junction Alleys								
500	000	000	5250	495	Design	\$	51,191	\$ 51,191
Sub-total Valley Junction Alleys							\$ 51,191	
Johnson Creek Realignment								
500	000	000	5250	495	Design	\$	8,160	\$ 8,160
Sub Total Johnson Creek Realignment							\$ 8,160	
Library Boiler/Mechanical Updates								
500	000	000	5250	490	Construction	\$	655,775	\$ 655,775
Sub-total Library Boiler/Mechanical Updates							\$ 655,775	
Parks Restrooms/Shelter Misc. Repairs								
500	000	000	5250	490	Construction	\$	69,215	\$ 69,215
500	000	000	5250	495	Design	\$	580	
Sub-total Parks Restrooms/Misc. Shelter Repairs							\$ 69,795	
2017 ADA Sidewalk Program								
500	000	000	5250	495	Design	\$	59,751	\$ 59,751
Sub-total 2017 ADA Sidewalk Program							\$ 59,751	

Capital Projects

Account Number						Current Budget	Change Inc. (Dec)	Amended Budget
Fund	Dept.	Div.	Type	Sub Acct	Description			
Capital Projects Continued								
Sports Complex								
500	000	000	5250	495	Design	\$	65,000	\$ 65,000
Sub-total Sports Complex							\$ 65,000	
Entrance Signs								
500	000	000	5250	495	Design	\$	75,000	\$ 75,000
Sub-total Entrance Signs							\$ 75,000	
City Entrance Enhancements								
500	000	000	5250	495	Design	\$	46,750	\$ 46,750
Sub-total City Entrance Enhancements							\$ 46,750	
Law Enforcement & Library Mechanical Upgrade								
500	000	000	5250	495	Design	\$	38,350	\$ 38,350
Sub-total Law Enforcement & Library Mechanical Upgrade							\$ 38,350	
Public Safety Station # 18 & Law Enforcement Center								
500	000	000	5250	495	Design	\$	19,090	\$ 19,090
Sub-total Public Safety Station # 18 & Law Enforcement Center							\$ 19,090	
Osmium Environmental								
500	000	000	5250	495	Design	\$	295,938	\$ 295,938
Sub-total Osmium Environmental							\$ 295,938	
Construction Testing								
500	000	000	5250	495	Design	\$	59,478	\$ 59,478
Sub-total Construction Testing							\$ 59,478	
HMA Resurfacing Program								
500	000	000	5250	495	Design	\$	94,550	\$ 94,550
Sub-total HMA Resurfacing Program							\$ 94,550	
2018 PCC Patching & Medians								
500	000	000	5250	495	Design	\$	44,071	\$ 44,071
Sub-total 2018 PCC Patching & Medians							\$ 44,071	
Osmium Fiber Conduit								
500	000	000	5250	495	Design	\$	428,248	\$ 428,248
Sub-total Osmium Fiber Conduit							\$ 428,248	
Valley View Park SW Restrooms & Shelter								
500	000	000	5250	490	Construction	\$	27,565	\$ 27,565
Sub-total Valley View Park SW Restrooms & Shelter							\$ 27,565	
West Public Services Facility								
500	000	000	5250	495	Design	\$	1,700,440	\$ 1,700,440
Sub-total West Public Services Facility							\$ 1,700,440	
2018 Grand Ave Street Lighting-50th St to Booneville Rd								
500	000	000	5250	495	Design	\$	9,500	\$ 9,500
Sub-total 2018 Grand Ave Street Lighting-50th St to Booneville Rd							\$ 9,500	
Valley View Aquatic Center Partial Roof Replacement								
500	000	000	5250	490	Construction	\$	166,061	\$ 166,061
500	000	000	5250	495	Design	\$	10,754	\$ 10,754
Sub-total Valley View Aquatic Center Partial Roof Replacement							\$ 176,815	
Alluvion Water Booster Station								
500	000	000	5250	490	Contracts	\$	1,665,050	\$ 1,665,050
500	000	000	5250	495	Design	\$	85,015	\$ 85,015
Sub-total Alluvion Water Booster Station							\$ 1,750,065	

Capital Projects

Account Number						Current Budget	Change Inc. (Dec)	Amended Budget
Fund	Dept.	Div.	Type	Sub Acct	Description			
Capital Projects Continued								
City Campus Amphitheater								
500	000	000	5250	490	Contracts	\$	112,405	\$ 112,405
Sub-total City Campus Amphitheater							\$ 112,405	
Whisper Point Parks Site Plan								
500	000	000	5250	490	Contracts	\$	1,134	\$ 1,134
Sub-total Whisper Point Park Site Plan							\$ 1,134	
Holiday & VV Aquatic Center Structure Rehab								
500	000	000	5250	490	Contracts	\$	6,175	\$ 6,175
Sub-total Holiday & VV Aquatic Center Structure Rehab							\$ 6,175	
Woodland Hills Greenway Trail Plan								
500	000	000	5250	490	Contracts	\$	9,015	\$ 9,015
Sub-total Woodland Hills Greenway Trail Plan							\$ 9,015	
Grand Ave Trail Jordan Creek to Fuller)								
500	000	000	5250	490	Contracts	\$	13,247	\$ 13,247
Sub-total Grand Ave Trail (Jordan Creek To Fuller)							\$ 13,247	
Concrete Trail Replacement								
500	000	000	5250	490	Contracts	\$	5,400	\$ 5,400
Sub-total Concrete Trail Replacement							\$ 5,400	
Valley View Park Tennis Courts								
500	000	000	5250	490	Contracts	\$	20,903	\$ 20,903
Sub-total Valley View Park Tennis Courts							\$ 20,903	
39th St Park Site Lower Electrical Lines								
500	000	000	5250	490	Contracts	\$	33,537	\$ 33,537
Sub-total 39th St Park Site-Lower Electrical Lines							\$ 33,537	
2017 Asphalt Trail Renovation								
500	000	000	5250	490	Contracts	\$	27,401	\$ 27,401
Sub-total 2017 Asphalt Trail Renovation							\$ 27,401	
Raccoon River Greenway								
500	000	000	5250	490	Contracts	\$	41,325	\$ 41,325
Sub-total Raccoon River Greenway							\$ 41,325	
Park Signage Upgrade								
500	000	000	5250	490	Contracts	\$	8,625	\$ 8,625
Sub-total Park Signage Upgrade							\$ 8,625	
Woodland Hills Park								
500	000	000	5250	490	Contracts	\$	4,480	\$ 4,480
Sub-total Woodland Hills Park							\$ 4,480	
Raccoon River Pedestrian Bridge								
500	000	000	5250	490	Contracts	\$	32,924	\$ 32,924
Sub-total Raccoon River Pedestrian Bridge							\$ 32,924	
Sugar Creek Trail Plan								
500	000	000	5250	490	Contracts	\$	34,825	\$ 34,825
Sub-total Sugar Creek Trail Plan							\$ 34,825	
Valley Junction Levee Trail Connection								
500	000	000	5250	490	Contracts	\$	1,440	\$ 1,440
Sub-total Valley Junction Levee Trail Connection							\$ 1,440	
Windsor Heights Trail Connection Study								
500	000	000	5250	490	Contracts	\$	13,892	\$ 13,892
Sub-total Windsor Heights Trail Connection Study							\$ 13,892	

Capital Projects

Account Number						Current Budget	Change Inc. (Dec)	Amended Budget
Fund	Dept.	Div.	Type	Sub Acct	Description			
Capital Projects Continued								
Five Waters Study								
500	000	000	5250	490	Contracts		\$ 10,040	\$ 10,040
Sub-total Five Waters Study							\$ 10,040	
Trail Renovation								
500	000	000	5250	490	Contracts		\$ 5,465	\$ 5,465
Sub-total Trail Renovation							\$ 5,465	
Pearson Park North Bridge Replacement								
500	000	000	5250	490	Contracts		\$ 2,878	\$ 2,878
Sub-total Pearson Park North Bridge Replacement							\$ 2,878	
Holiday Park Parking Lot Repairs								
500	000	000	5250	490	Contracts		\$ 49,799	\$ 49,799
Sub-total Holiday Park Parking Lot Repairs							\$ 49,799	
Pinedale Park Improvements								
500	000	000	5250	490	Contracts		\$ 3,250	\$ 3,250
Sub-total Pinedale Park Improvements							\$ 3,250	
Concrete Renovations In Parks								
500	000	000	5250	490	Contracts		\$ 66	\$ 66
Sub-total Concrete Renovation In Parks							\$ 66	
S. 33rd & Fuller Retaining Wall								
500	000	000	5250	495	Design		\$ 71,738	\$ 71,738
Sub-total S. 33rd & Fuller Retaining Wall							\$ 71,738	
City Hall Interior Renovations								
500	000	000	5250	495	Design		\$ 235,205	\$ 235,205
Sub-total City Hall Interior Renovations							\$ 235,205	
Osmium Agreement								
500	000	000	5250	490	Contracts		\$ 10,000,000	\$ 10,000,000
Sub-total Osmium Agreement							\$ 10,000,000	
2018 PCC Reconstruction								
500	000	000	5250	495	Design		\$ 31,266	\$ 31,266
Sub-total 2018 PCC Reconstruction							\$ 31,266	
0190 009 2018.Design Broadband Coordination Project								
500	000	000	5250	495	Design		\$ 77,000	\$ 77,000
Sub-total Broadband Coordination Project							\$ 77,000	
Environmental Study Grand Technology Gateway								
500	000	000	5250	495	Design		\$ 38,098	\$ 38,098
Sub-total Environmental Study Grand Technology Gateway							\$ 38,098	
ADA Accessible Sidewalks								
500	000	000	5250	495	Design		\$ 10,249	\$ 10,249
Sub-total ADA Accessible Sidewalks							\$ 10,249	
SE 50th St & Adams St								
500	000	000	5250	495	Design		\$ 46,722	\$ 46,722
Sub-total SE 50th St & Adams St							\$ 46,722	
Station #21 HVAC Improvements								
500	000	000	5250	490	Contracts		\$ 67,546	
500	000	000	5250	495	Design		\$ 2,543	\$ 2,543
Sub-total Station #21 HVAC Improvements							\$ 70,089	

Capital Projects

Account Number						Current Budget	Change Inc. (Dec)	Amended Budget
Fund	Dept.	Div.	Type	Sub Acct	Description			
Capital Projects Continued								
LEC Air Balance & HVAC Improvements								
500	000	000	5250	495	Design	\$	21,960	\$ 21,960
Sub-total LEC Air Balances & HVAC Improvements							\$ 21,960	
98th & University Traffic Signal								
500	000	000	5250	490	Construction	\$	40,725	
500	000	000	5250	495	Design	\$	4,667	\$ 4,667
Sub-total 98th & University Traffic Signal							\$ 45,392	
The Parkways Wetlands Delineation								
500	000	000	5250	495	Design	\$	8,152	\$ 8,152
Sub-total The Parkways Wetlands Delineation							\$ 8,152	
Pine Ave Improvements-S. 8th to End of Pavement								
500	000	000	5250	495	Design	\$	17,403	\$ 17,403
Sub-total Pine Ave Improvements- S. 8th to End of Pavement							\$ 17,403	
Nature Lodge Lakeview Room Lighting								
500	000	000	5250	495	Design	\$	3,000	\$ 3,000
Sub-total Nature Lodge Lakeview Room Lighting							\$ 3,000	
EP True Widening-JCP to 81st								
500	000	000	5250	495	Design	\$	226,755	\$ 226,755
Sub-total EP True Widening - JCP to 81st							\$ 226,755	
Durable Pavement Markings								
500	000	000	5250	490	Construction	\$	98,514	
500	000	000	5250	495	Design	\$	7,675	\$ 7,675
Sub-total Durable Pavement Markings							\$ 106,189	
Guardrail Program								
500	000	000	5250	495	Design	\$	5,920	\$ 5,920
Sub-total Guardrail Program							\$ 5,920	
Intersection Improvements- 1st & Ashworth								
500	000	000	5250	495	Design	\$	14,466	\$ 14,466
Sub-total Intersection Improvements- 1st & Ashworth							\$ 14,466	
Station # 19 Atrium HVAC Study								
500	000	000	5250	495	Design	\$	3,400	\$ 3,400
Sub-total Station #19 HVAC Atrium HVAC Study							\$ 3,400	
Station # 22 Energy Recovery Unit Replacement								
500	000	000	5250	495	Design	\$	9,200	\$ 9,200
Sub-total Station #22 Energy Recovery Unit Replacement							\$ 9,200	
Station # 22 Sewer Rehabilitation								
500	000	000	5250	495	Design	\$	20,895	\$ 20,895
Sub-total Station #22 Energy Rehabilitation							\$ 20,895	
LEC & Library Mechanical Update								
500	000	000	5250	495	Design	\$	11,790	\$ 11,790
Sub-total LEC & Library Mechanical Update							\$ 11,790	
City Hall Heat Pump & Carpet Replacement								
500	000	000	5250	495	Design	\$	225,785	\$ 225,785
Sub-total City Hall Heat Pump & Carpet Replacement							\$ 225,785	
VJ Activity Center Fire Escape								
500	000	000	5250	495	Design	\$	946	\$ 946
Sub-total VJ Activity Center Fire Escape							\$ 946	

Capital Projects

Account Number						Current Budget	Change Inc. (Dec)	Amended Budget
Fund	Dept.	Div.	Type	Sub Acct	Description			
Capital Projects Continued								
88th St & I-80 Interchange Concept Plan								
500	000	000	5250	495	Design		\$ 22,313	\$ 22,313
Sub-total 88th St & I-80 Interchange Concept Plan							\$ 22,313	
Traffic Signal Maintenance-Node								
500	000	000	5250	490	Contracts		\$ 1,310	\$ 1,310
Sub-total Traffic Signal Maintenance-Node							\$ 1,310	
ADA Compliance Sidewalks								
500	000	000	5250	490	Contracts		\$ 8,636	\$ 8,636
Sub-total ADA Compliance Sidewalks							\$ 8,636	
2014 Street Rehab Ramp Program								
500	000	000	5250	490	Contracts		\$ 14,531	\$ 14,531
Sub-total 2014 Street Rehab Ramp Program							\$ 14,531	
LEC Lower Level Remodel								
500	000	000	5250	490	Contracts		\$ 133,662	\$ 133,662
Sub-total LEC Lower Level Remodel							\$ 133,662	
Insulate Piping								
500	000	000	5250	490	Contracts		\$ 8,775	\$ 8,775
Sub-total Insulate Piping							\$ 8,775	
Traffic Signal System 2017-18								
500	000	000	5400	740	Equipment		\$ 159,087	\$ 159,087
Sub-total Traffic Signal System 2017-18							\$ 159,087	
Traffic Safety Fund								
500	000	000	5400	740	Equipment		\$ 2,259	\$ 2,259
Sub-total Traffic Signal System 2017-18							\$ 2,259	
Public Safety Station #17 Garage Door Replacement								
500	000	000	5250	490	Contracts		\$ 83,000	\$ 83,000
Sub-total Public Safety Station #17 Garage Door Replacement							\$ 83,000	
Public Safety Station #18 Garage Door Replacement								
500	000	000	5250	490	Contracts		\$ 42,000	\$ 42,000
Sub-total Public Safety Station #18 Garage Door Replacement							\$ 42,000	
Public Safety Station #19 Garage Door Replacement								
500	000	000	5250	490	Contracts		\$ 42,000	\$ 42,000
Sub-total Public Safety Station #19 Garage Door Replacement							\$ 42,000	
Capital Projects Funds Total							\$ 37,494,993	
Capital Projects Total							\$ 37,494,993	

Business Type/Enterprise

Account Number						Current Budget	Change Inc. (Dec)	Amended Budget
Fund	Dept.	Div.	Acct	Sub Acct	Description			
Capital Projects Funds- Business Type								
Maple Grove Lift Station								
640	000	000	5250	490	Construction	\$	661,120	
640	000	000	5250	495	Design	\$	124,357	
Sub-total Maple Grove Lift Station							\$ 785,477	
Raccoon River Sewer Crossing								
640	000	000	5250	495	Design	\$	319,405	\$ 319,405
Sub-total Raccoon River Sewer Crossing.							\$ 319,405	
Emergency 62nd & Railroad Gate Structure								
640	000	000	5250	495	Design	\$	4,866	\$ 4,866
Sub-total Emergency 62nd & Railroad Gate Structure							\$ 4,866	
Middle Creek Trunk Sewer Extension								
640	000	000	5250	495	Design	\$	188,206	
Sub-total Middle Creek Trunk Sewer Extension							\$ 188,206	
South Area Lift Station Improvements								
640	000	000	5250	495	Design	\$	67,473	
Sub-total South Area Lift Station Improvements							\$ 67,473	
Construction testing								
640	000	000	5250	495	Design	\$	29,739	
Sub-total Construction Testing							\$ 29,739	
2017 Sewer Rehabilitation								
640	000	000	5250	495	Design	\$	3,057	
Sub-total Sewer Rehabilitation							\$ 3,057	
2017 Sewer Cleaning & Televising Program								
640	000	000	5250	490	Construction	\$	41,332	
640	000	000	5250	495	Design	\$	17,086	
Sub-total 2017 Sewer Cleaning & Televising Program							\$ 58,418	
Grand Ave West Sewer Segment 3 & 4								
640	000	000	5250	495	Design	\$	116,156	
Sub-total Grand Ave West Segment Sewer Segment 3 & 4							\$ 116,156	
Fox Creek Sanitary Trunk Sewer								
640	000	000	5250	490	Construction	\$	190,876	
Sub-total Fox Creek Sanitary Trunk Sewer							\$ 190,876	
2017 Sewer Rehabilitation Program								
640	000	000	5250	490	Construction	\$	44,219	
Sub-total 2017 Sewer Rehabilitation Program							\$ 44,219	
South Service Area Segment 4-5								
640	000	000	5250	495	Design	\$	107,895	
Sub-total South Service Areas Segment 4-5							\$ 107,895	
Fox Creek Trunk Sewer Ext Annual Tree Monitoring								
640	000	000	5250	495	Design	\$	13,817	
Sub-total Fox Creek Trunk Sewer Ext Annual Tree Monitoring							\$ 13,817	
South Area Trunk Sewer-Western Extension								
640	000	000	5250	495	Design	\$	398,630	
Sub-total South Area Trunk Sewer-Western Extension							\$ 398,630	

Business Type/Enterprise

Account Number					Description	Current Budget	Change Inc. (Dec)	Amended Budget
Fund	Dept.	Div.	Acct	Sub Acct				
Capital Projects - Business Type Continued								
South Services Area Segment II-Browns Woods								
640	000	000	5250	495	Design		\$ 231,141	
Sub-total South Service Areas Segment II-Browns Woods							\$ 231,141	
Middle Creek Trunk Sewer Wetlands Restoration								
640	000	000	5250	495	Design		\$ 15,791	
Sub-total Middle Creek Trunk Sewer Wetlands Restoration							\$ 15,791	
Sanitary Sewer Capital Projects Funds Total							\$ 2,575,166	
Stagecoach Drive Culvert								
660	000	000	5250	495	Design		\$ 141,800	\$ 141,800
Sub-total Stagecoach Drive Culvert							\$ 141,800	
Raccoon River Bank Stabilization								
660	000	000	5250	495	Design		\$ 558,955	\$ 558,955
Sub-total Raccoon River Bank Stabilization							\$ 558,955	
Westown Parkway PCP Drainage Study								
660	000	000	5250	495	Design		\$ 158,138	\$ 158,138
Sub-total Westown Parkway PCP Drainage Study							\$ 158,138	
Grand Valley Stormwater Pumps								
660	000	000	5250	495	Design		\$ 46,354	\$ 46,354
Sub-total Grand Valley Stormwater Pumps							\$ 46,354	
Construction Testing								
660	000	000	5250	495	Design		\$ 29,739	\$ 29,739
Sub-total Construction Testing							\$ 29,739	
Stormwater Intake Repair								
660	000	000	5250	495	Design		\$ 284	\$ 284
Sub-total Stormwater Intake Repair							\$ 284	
0430 029 2017								
Badger Creek Watershed								
660	000	000	5250	495	Design		\$ 88,505	\$ 88,505
Sub-total Badger Creek Watershed							\$ 88,505	
Fairmeadows Creek Drainage Study								
660	000	000	5250	495	Design		\$ 130,410	\$ 130,410
Sub-total Fairmeadows Creek Drainage Study							\$ 130,410	
Fairmeadows Park Water Quality Improvements								
660	000	000	5250	490	Contracts		\$ 53,700	\$ 53,700
Sub-total Fairmeadows Park Water Quality Improvements							\$ 53,700	
Raccoon River Dr Bridge Replacement								
660	000	000	5250	495	Design		\$ 40,375	\$ 40,375
Sub-total Raccoon River Dr Bridge Replacement							\$ 40,375	
Booneville Rd Bridge Replacement								
660	000	000	5250	495	Design		\$ 141,443	\$ 141,443
Sub-total Booneville Road Bridge Replacement							\$ 141,443	
Sugar Creek Conveyance Improvements Phase 1								
660	000	000	5250	495	Design		\$ 584,664	\$ 584,664
Sub-total Sugar Creek Conveyance Improvements Phase 1							\$ 584,664	

Business Type/Enterprise

Account Number						Current Budget	Change Inc. (Dec)	Amended Budget
Fund	Dept.	Div.	Acct	Sub Acct	Description			
Capital Projects - Business Type Continued								
Raccoon River Drive Bridge over Sugar Creek								
660	000	000	5250	495	Design	\$	57,427	\$ 57,427
Sub-total Raccoon River Driver over Sugar Creek							\$ 57,427	
EP True Culvert -Fairmeadows Creek								
660	000	000	5250	495	Design	\$	92,320	\$ 92,320
Sub-total EP True Culver-Fairmeadows Creek							\$ 92,320	
Walnut Creek Outfall Storm Sewer								
660	000	000	5250	495	Design	\$	493,863	\$ 493,863
Sub-total Walnut Creek Outfall Storm Sewer							\$ 493,863	
Stagecoach Drive Bridge Over Sugar Creek								
660	000	000	5250	490	Contracts	\$	188,737	\$ 188,737
Sub-total Stagecoach Drive Bridge Over Sugar Creek							\$ 188,737	
S. 100th St Culvert on Sugar Creek								
660	000	000	5250	490	Contracts	\$	12,731	\$ 12,731
Sub-total S. 100th Culvert On Sugar Creek							\$ 12,731	
2016 Channel Repair Program								
660	000	000	5250	490	Contracts	\$	33,829	\$ 33,829
Sub-total 2016 Channel Repair Program							\$ 33,829	
Raccoon River Bank Stabilization								
660	000	000	5250	495	Design	\$	35,473	\$ 35,473
Sub-total Raccoon River Bank Stabilization							\$ 35,473	
Stagecoach Drive Extension-Sugar Creek Crossing								
660	000	000	5250	495	Design	\$	827	\$ 827
Sub-total Stagecoach Drive Extension-Sugar Creek Crossing							\$ 827	
NE Basin 4th St & Ashworth Storm Sewer								
660	000	000	5250	495	Design	\$	94,175	\$ 94,175
Sub-total NE Basin 4th St & Ashworth Storm Sewer							\$ 94,175	
Bridgewood Drive Culvert								
660	000	000	5250	495	Design	\$	115,784	\$ 115,784
Sub-total Bridgewood Drive Culvert							\$ 115,784	
Jordan Creek Pedestrian Underpass Review								
660	000	000	5250	495	Design	\$	10,452	\$ 10,452
Sub-total Jordan Creek Pedestrian Underpass Review							\$ 10,452	
Valley West & Westown Storm Sewer Improvements								
660	000	000	5250	495	Design	\$	32,663	\$ 32,663
Sub-total Valley West & Westown Storm Sewer Improvements							\$ 32,663	
Johnson Creek Conveyance Improvements								
660	000	000	5250	495	Design	\$	578,404	\$ 578,404
Sub-total Johnson Creek Conveyance Improvements							\$ 578,404	
Stormwater Capital Projects Funds Total							\$ 3,721,052	

Business Type/Enterprise

Account Number						Current Budget	Change Inc. (Dec)	Amended Budget
Fund	Dept.	Div.	Acct	Sub Acct	Description			
Total Enterprise Capital Projects Funds Total							\$ 6,296,218	
Enterprise - Operating								
Sanitary Sewer Fund								
600	200	250	5250	448	Monthly Access Service	\$ -	\$ 530	\$ 530
Sub-total Sanitary Sewer Fund							\$ 530	
Sugar Creek Stormwater Fee District								
656	250	700	5250	460	Contractual Services Misc.	\$ -	\$ 472,100	\$ 472,100
Sub-total Sugar Creek Stormwater Fee District							\$ 472,100	
Solid Waste Fund								
690	200	280	5250	427	Hauling	\$ 1,500,000	\$ 36,000	\$ 1,536,000
690	200	280	5250	486	Recycling	\$ 440,000	\$ 16,000	\$ 456,000
Sub-total Solid Waste Fund							\$ 52,000	
Westcom								
695	120	700	5250	402	Administration Fee	\$ 260,000	\$ (260,000)	\$ -
Sub-total Westcom							\$ (260,000)	
Vehicle Replacement								
700	200	250	5500	774	Pick-Up Replacment	\$ 21,000	\$ 10,000	\$ 31,000
Sub-total Westcom							\$ 10,000	
Business Type Total							\$ 6,570,848	

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

DATE: October 29, 2018

- ITEM:** Public Hearing – Grand Avenue Trail, Fuller Road to Jordan Creek
1. Resolution – Approval of Plans and Specifications
 2. Motion – Receive and File Report of Bids
 3. Resolution – Approve Contract

FINANCIAL IMPACT: Total expense of \$173,767.08. There is a total budget of \$488,000 available for this project. The project will be paid with budgeted CIP funds from G/L account 500.000.000.5250.490. Funding will be covered out of available funds in the Grand Avenue Trail, North of Fuller CIP account (Project No. 0510 045 2016).

BACKGROUND: The Council is asked to approve the plans and specifications for the Grand Avenue Trail, Fuller Road to Jordan Creek project and to receive and file the report of bids that is attached. Ten (10) bids were received for the project with the lowest responsible bid submitted by JAS Construction, LLC of Altoona, Iowa. The opinion of probable cost for the project was \$245,949.

This Resolution is for the construction of a 10' wide concrete trail within the street right-of-way of Grand Avenue between Fuller Road and connecting to the existing 4' sidewalk crossing the bridge over Jordan Creek. The project includes traffic control, excavation, storm sewer & utility adjustments, pavement removals, 6" reinforced concrete trail, new driveway approach, erosion control and site restoration.

OUTSTANDING ISSUES: None.

RECOMMENDATION: That the Council hold the public hearing and pass the resolution to approve the plans and specifications, move to receive and file the report of bids, and award the contract for the Grand Avenue Trail, Fuller Road to Jordan Creek in the amount of \$173,767.08.

Lead Staff Member: David Sadler, Superintendent of Parks

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	Des Moines Register
Dates(s) Published	October 19, 2018

SUBCOMMITTEE REVIEW (if applicable)

Committee	N/A		
Date Reviewed			
Recommendation	Yes	No	Split

**Resolution Adopting Plans,
Specifications, Form of Contract, and
Estimate of Cost**

WHEREAS, on October 1, 2018 Plans, Specifications, Form of Contract, and Estimate of Cost were filed with the City Clerk for the following described public improvement:

Grand Avenue Trail, Fuller Road to Jordan Creek

and,

WHEREAS, notice of hearing on Plans, Specifications, Form of Contract, and Estimate of Cost for said public improvements was published as required by law;

therefore

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA, that the Plans, Specifications, Form of Contract, and Estimate of Cost for said public improvement are hereby approved.

PASSED AND APPROVED this 29th day of October, 2018.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

Resolution Approving Contract

WHEREAS, the City Council of the City of West Des Moines has heretofore directed advertisement for bids for the following described public improvement:

Grand Avenue Trail, Fuller Road to Jordan Creek

and,

WHEREAS, bids have been received and opened by the City Clerk, Deputy City Clerk, or designee and placed on file by the City Council.

and,

WHEREAS, the bid of JAS Construction, LLC of Altoona, Iowa in the amount of \$173,767.08 is the lowest responsible bid received for said public improvement, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA, that a contract for the Grand Avenue Trail, Fuller Road to Jordan Creek is hereby awarded to JAS Construction, LLC in the amount of \$173,767.08 and the bond of said bidder for the project is hereby fixed in the same amount.

BE IT FURTHER RESOLVED that the Director of Parks and Recreation is authorized and directed to return bid bonds and/or checks to any unsuccessful bidder.

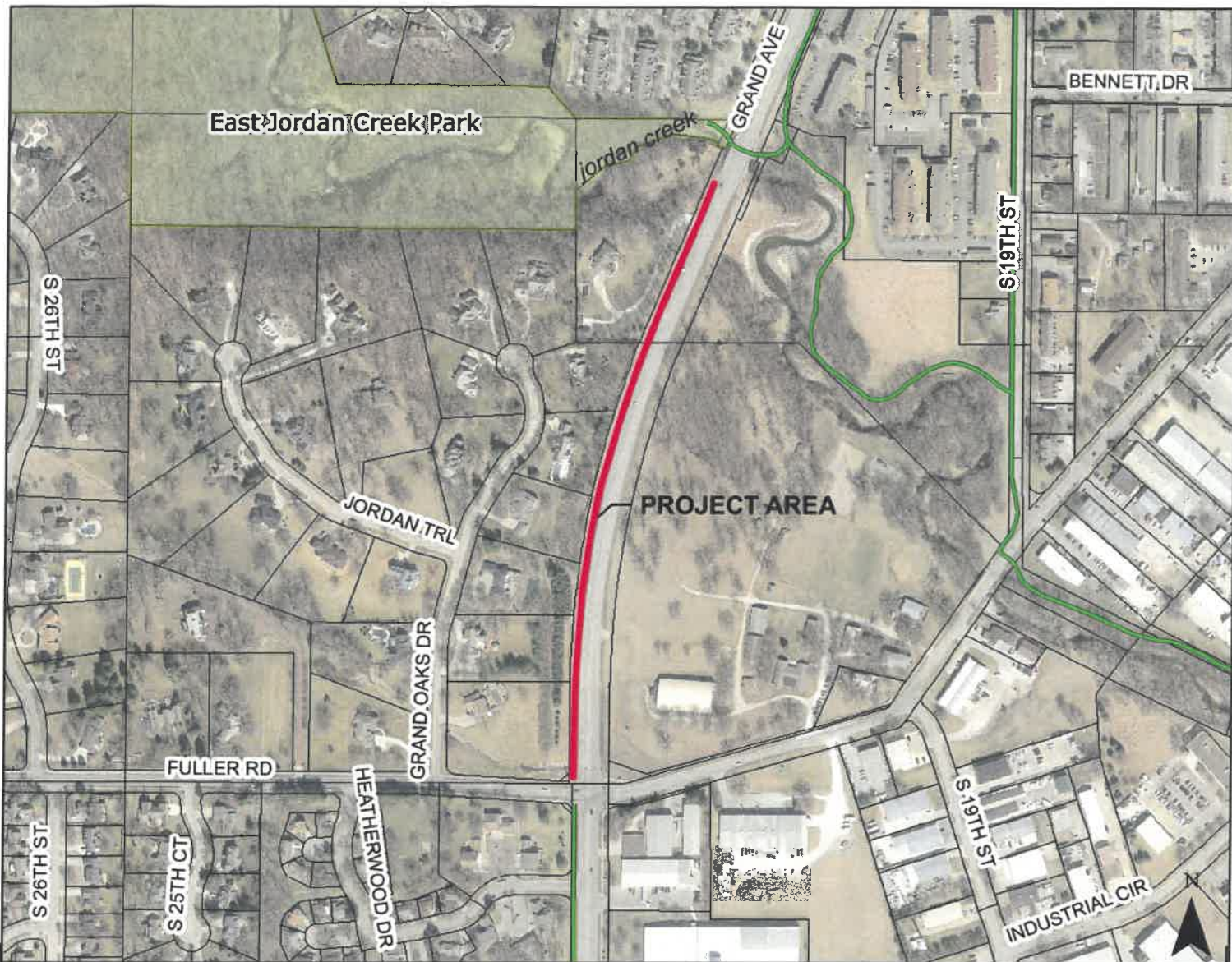
BE IT FURTHER RESOLVED that work on said project may commence as soon as the final contract and bond have been approved by the Director of Parks and Recreation and have been signed by the Director of Finance and after the contractor is given a written notice to proceed by the Director of Parks and Recreation.

PASSED AND APPROVED this 29th day of October, 2018.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk



VICINITY MAP



LEGEND

- Project Area
- Existing Trail
- Park Boundary
- City Limit



PROJECT: **GRAND AVENUE TRAIL - FULLER RD TO JORDAN CREEK**

LOCATION:

DRAWN BY: **MAA**

DATE: **1/17/2017**

PROJECT NO.: **0510 045 2016**

SHT. **1 of 1**

City of West Des Moines
Grand Avenue Trail Project
West Des Moines, Iowa



Real People. Real Solutions.

300 E 6th Street
Suite 202
Des Moines, IA 50309-1981
Ph: (515) 269-9190
Fax: (515) 233-4430
Bolton-Menk.com

TABULATION OF BIDS
October 24, 2018 @ 2:00 pm

Line No.	Unit	Description	Quantity	Engineer's Estimate		JAS Construction, LLC Altoona		Concrete Connection LLC Johnston, IA		Henrikson Contracting, LLC Grimes, IA		Calliber Concrete LLC Adair, IA		Kington Services Des Moines, IA	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	LS	TRAFFIC CONTROL	1.00	\$5,000.00	\$5,000.00	\$6,160.00	\$6,160.00	\$6,630.00	\$6,630.00	\$15,000.00	\$15,000.00	\$6,000.00	\$6,000.00	\$3,500.00	\$3,500.00
2	LS	CLEARING AND GRUBBING	1.00	\$3,000.00	\$3,000.00	\$2,500.00	\$2,500.00	\$5,000.00	\$5,000.00	\$15,000.00	\$15,000.00	\$2,500.00	\$2,500.00	\$4,200.00	\$4,200.00
3	CV	EXCAVATION, CLASS 10	459.00	\$15.00	\$6,885.00	\$37.26	\$17,093.38	\$40.00	\$18,360.00	\$35.00	\$16,065.00	\$27.10	\$12,438.90	\$21.00	\$9,639.00
4	LF	STORM SEWER, TRENCHED, RCP, 24"	8.00	\$3,000.00	\$24,000.00	\$3,735.00	\$30,000.00	\$3,000.00	\$24,000.00	\$3,800.00	\$30,400.00	\$1,500.00	\$12,000.00	\$1,116.00	\$8,928.00
5	EA	PIPE APRON, SALVAGE AND INSTALL	1.00	\$3,000.00	\$3,000.00	\$7,000.00	\$7,000.00	\$7,500.00	\$7,500.00	\$6,600.00	\$6,600.00	\$1,400.00	\$1,400.00	\$1,400.00	\$1,400.00
6	EA	FIRE HYDRANT ADJUSTMENT	3.00	\$3,000.00	\$9,000.00	\$7,000.00	\$21,000.00	\$5,000.00	\$15,000.00	\$3,850.00	\$11,550.00	\$1,500.00	\$4,500.00	\$1,400.00	\$4,200.00
7	EA	VALVE BOX EXTENSION	1.00	\$1,000.00	\$1,000.00	\$800.00	\$800.00	\$750.00	\$750.00	\$850.00	\$850.00	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00
8	EA	MANHOLE ADJUSTMENT, MINOR	4.00	\$1,500.00	\$6,000.00	\$1,800.00	\$7,200.00	\$900.00	\$3,600.00	\$3,000.00	\$9,000.00	\$1,000.00	\$4,000.00	\$600.00	\$2,400.00
9	LF	CURB AND GUTTER, PCC, 6"	31.00	\$125.00	\$3,875.00	\$55.00	\$1,705.00	\$40.00	\$1,240.00	\$75.00	\$2,325.00	\$30.00	\$930.00	\$21.00	\$663.00
10	SY	REMOVAL OF SIDEWALK & DRIVEWAY	416.00	\$35.00	\$14,560.00	\$2,440.00	\$10,204.00	\$1,700.00	\$6,870.00	\$1,500.00	\$6,300.00	\$1,400.00	\$5,740.00	\$1,000.00	\$4,000.00
11	LF	REMOVAL OF CURB AND GUTTER	32.00	\$70.00	\$2,240.00	\$18.00	\$576.00	\$15.50	\$496.00	\$20.00	\$640.00	\$12.60	\$403.80	\$12.00	\$384.00
12	SY	SHARED USE PATH, REINFORCED PCC, 6"	2089.00	\$65.00	\$136,385.00	\$134,420.00	\$280,740.00	\$45.00	\$94,500.00	\$22.50	\$47,025.00	\$9.00	\$18,810.00	\$27.90	\$58,268.10
13	SF	DETECTABLE WARNING	96.00	\$50.00	\$4,800.00	\$1,600.00	\$4,160.00	\$47.50	\$4,562.50	\$42.50	\$4,087.50	\$30.00	\$2,850.00	\$25.00	\$2,400.00
14	AC	DRIVEWAY PAVED, PCC, 6"	9.00	\$75.00	\$675.00	\$49.50	\$445.50	\$49.50	\$445.50	\$49.50	\$445.50	\$54.67	\$492.03	\$54.00	\$486.00
15	AC	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING (NO MOW)	0.20	\$4,000.00	\$800.00	\$825.00	\$1,650.00	\$1,000.00	\$800.00	\$900.00	\$900.00	\$750.00	\$750.00	\$750.00	\$750.00
16	AC	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING	3.00	\$1,000.00	\$3,000.00	\$825.00	\$2,475.00	\$1,000.00	\$3,000.00	\$1,400.00	\$4,200.00	\$1,400.00	\$4,200.00	\$1,400.00	\$4,200.00
17	SO	SOIL	140.00	\$75.00	\$10,500.00	\$71.50	\$10,010.00	\$75.00	\$10,500.00	\$65.00	\$9,100.00	\$11,900.00	\$13,080.00	\$7.00	\$980.00
18	LF	FILTER SOCK, 8" INSTALL AND REMOVE	2000.00	\$5.00	\$10,000.00	\$3.85	\$7,700.00	\$5.00	\$10,000.00	\$4.00	\$8,000.00	\$1.50	\$3,000.00	\$1.50	\$3,000.00
19	SF	TEMPORARY RECP	3800.00	\$1.50	\$5,700.00	\$0.17	\$646.00	\$0.50	\$1,900.00	\$1.25	\$4,750.00	\$1.50	\$5,700.00	\$0.16	\$608.00
20	EA	EROSION CONTROL MULCHING, HYDROMULCHING	1.00	\$2,000.00	\$2,000.00	\$2,750.00	\$2,750.00	\$2,500.00	\$2,500.00	\$1,800.00	\$1,800.00	\$1,800.00	\$1,800.00	\$1,800.00	\$1,800.00
21	EA	INLET PROTECTION DEVICE, INSTALL, MAINTAIN, AND REMOVE	14.00	\$1,000.00	\$14,000.00	\$1,665.00	\$23,310.00	\$2,000.00	\$28,000.00	\$2,000.00	\$28,000.00	\$2,000.00	\$28,000.00	\$1,500.00	\$21,000.00
22	LS	CONSTRUCTION SURVEY	1.00	\$2,000.00	\$2,000.00	\$2,100.00	\$2,100.00	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00	\$1,500.00	\$1,500.00
TOTAL BASE BID					\$245,949.00	\$173,757.08	\$195,990.00	\$197,747.50	\$202,855.54	\$204,948.00					

Denotes math error on bid proposal

Line No.	Unit	Description	Quantity	Absolute Concrete Construction Sierra, IA		Horse Concrete Services LLC Albany, IA		Westward Properties Leam, IA		Hill Contracting Leon, IA		Janper Construction Services Newton, IA	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	LS	TRAFFIC CONTROL	1.00	\$7,500.00	\$7,500.00	\$6,200.00	\$6,200.00	\$15,000.00	\$15,000.00	\$5,000.00	\$5,000.00	\$16,200.00	\$16,200.00
2	LS	CLEARING AND GRUBBING	1.00	\$7,000.00	\$7,000.00	\$3,000.00	\$3,000.00	\$9,800.00	\$9,800.00	\$10,000.00	\$10,000.00	\$6,000.00	\$6,000.00
3	CV	EXCAVATION, CLASS 10	459.00	\$40.75	\$18,704.25	\$10.00	\$4,590.00	\$25.00	\$11,475.00	\$50.00	\$22,950.00	\$35.00	\$16,065.00
4	LF	STORM SEWER, TRENCHED, RCP, 24"	8.00	\$2,800.00	\$22,400.00	\$800.00	\$6,400.00	\$1,000.00	\$8,000.00	\$500.00	\$4,000.00	\$2,000.00	\$16,000.00
5	EA	PIPE APRON, SALVAGE AND INSTALL	1.00	\$4,000.00	\$4,000.00	\$2,500.00	\$2,500.00	\$1,700.00	\$1,700.00	\$2,000.00	\$2,000.00	\$1,200.00	\$1,200.00
6	EA	FIRE HYDRANT ADJUSTMENT	3.00	\$3,600.00	\$10,800.00	\$9,000.00	\$27,000.00	\$3,000.00	\$9,000.00	\$2,500.00	\$7,500.00	\$5,000.00	\$15,000.00
7	EA	VALVE BOX EXTENSION	1.00	\$1,800.00	\$1,800.00	\$2,250.00	\$2,250.00	\$750.00	\$750.00	\$1,000.00	\$1,000.00	\$800.00	\$800.00
8	EA	MANHOLE ADJUSTMENT, MINOR	4.00	\$1,350.00	\$5,400.00	\$800.00	\$3,200.00	\$500.00	\$2,000.00	\$2,500.00	\$1,000.00	\$4,000.00	\$800.00
9	LF	CURB AND GUTTER, PCC, 6"	31.00	\$99.00	\$3,069.00	\$124.00	\$3,844.00	\$75.00	\$2,325.00	\$100.00	\$3,100.00	\$70.00	\$2,170.00
10	SY	REMOVAL OF SIDEWALK & DRIVEWAY	416.00	\$20.00	\$8,320.00	\$15.00	\$6,240.00	\$3.50	\$1,456.00	\$8.00	\$3,200.00	\$4.00	\$1,680.00
11	LF	REMOVAL OF CURB AND GUTTER	32.00	\$50.00	\$1,600.00	\$46.00	\$1,472.00	\$15.00	\$480.00	\$20.00	\$640.00	\$14.00	\$448.00
12	SY	SHARED USE PATH, REINFORCED PCC, 6"	2068.00	\$50.15	\$103,710.80	\$48.00	\$99,504.00	\$54.00	\$112,320.00	\$49.50	\$102,825.00	\$70.00	\$145,160.00
13	SF	DETECTABLE WARNING	96.00	\$41.00	\$3,936.00	\$15.00	\$1,440.00	\$40.00	\$3,840.00	\$35.00	\$3,360.00	\$25.00	\$2,400.00
14	AC	DRIVEWAY PAVED, PCC, 6"	9.00	\$80.00	\$720.00	\$72.00	\$648.00	\$60.00	\$540.00	\$75.00	\$675.00	\$85.00	\$765.00
15	AC	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING (NO MOW)	0.20	\$3,500.00	\$700.00	\$750.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00
16	AC	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING	3.00	\$3,500.00	\$10,500.00	\$750.00	\$2,250.00	\$1,500.00	\$4,500.00	\$5,000.00	\$15,000.00	\$7,500.00	\$22,500.00
17	SO	SOIL	140.00	\$65.00	\$9,100.00	\$66.00	\$9,240.00	\$150.00	\$21,000.00	\$150.00	\$21,000.00	\$90.00	\$12,600.00
18	LF	FILTER SOCK, 8" INSTALL AND REMOVE	2000.00	\$2.50	\$5,000.00	\$3.50	\$7,000.00	\$1.00	\$2,000.00	\$3.00	\$6,000.00	\$1.50	\$3,000.00
19	SF	TEMPORARY RECP	3800.00	\$1.50	\$5,700.00	\$0.15	\$570.00	\$1.00	\$3,800.00	\$1.75	\$6,650.00	\$0.15	\$570.00
20	EA	EROSION CONTROL MULCHING, HYDROMULCHING	1.00	\$1,200.00	\$1,200.00	\$1,000.00	\$1,000.00	\$2,000.00	\$2,000.00	\$3,000.00	\$3,000.00	\$500.00	\$500.00
21	EA	INLET PROTECTION DEVICE, INSTALL, MAINTAIN, AND REMOVE	14.00	\$1,150.00	\$16,100.00	\$1,600.00	\$22,400.00	\$900.00	\$12,600.00	\$1,500.00	\$21,000.00	\$1,500.00	\$21,000.00
22	LS	CONSTRUCTION SURVEY	1.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$4,000.00	\$4,000.00	\$3,000.00	\$3,000.00	\$6,000.00	\$6,000.00
TOTAL BASE BID					\$209,355.45	\$211,105.00	\$216,693.00	\$224,436.00	\$234,694.00				

Denotes math error on bid proposal

I hereby certify that this engineering document was prepared by me, or under my direct personal supervision and that I am a duly licensed professional engineer under the laws of the state of Iowa



Charles N. Kahldorf, P.E.
24-Oct-18
Date

HWDSM\A\18112303_Grand Ave Trail\6_Plans-Specs\B41 Tabulation\Grand Avenue Trail Bid\Tabulation Bid Tabulation

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

DATE: October 29, 2018

ITEM: Public Hearing – Valley View Aquatic Center Water Play Structure Replacement

1. Resolution – Approval of Plans and Specifications
2. Motion – Receive and File Report of Bids
3. Resolution – Approve Contract

FINANCIAL IMPACT: Total expense of \$191,700. The estimate for the project was \$230,000. Project expenses will be paid with funds budgeted in the Valley View Aquatic Center Water Play Structure Replacement CIP Project (0510 090 2017). There is a total of \$270,000 available for this project.

BACKGROUND: The Council is asked to approve the plans and specifications for the Valley View Aquatic Center Water Play Structure Replacement and to receive and file the report of bids that is attached. Five bids were received for the project, with the lowest responsible base bid submitted by Fischer Bros. LLC from Chippewa Falls, Wisconsin.

This project will replace the existing water play structure at Valley View Aquatic Center with a new water play structure. The project involves removal of the existing play structure, replacement of concrete pool basin under the new structure, installation of new water play structure and associated work.

OUTSTANDING ISSUES: None.

RECOMMENDATION: That the Council hold the public hearing and pass the resolution to approve the plans and specifications, move to receive and file the report of bids, and award the contract for the Valley View Aquatic Center Water Play Structure Replacement in the amount of \$191,700.

Lead Staff Member: Ryan Penning, Superintendent of Recreation 

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	N/A		
Date Reviewed			
Recommendation	Yes	No	Split

**Resolution Adopting Plans,
Specifications, Form of Contract, and
Estimate of Cost**

WHEREAS, on October 24, 2018 Plans, Specifications, Form of Contract, and Estimate of Cost were filed with the City Clerk for the following described public improvement:

Valley View Aquatic Center Water Play Structure Replacement

and,

WHEREAS, notice of hearing on Plans, Specifications, Form of Contract, and Estimate of Cost for said public improvements was published as required by law;

therefore

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA, that the Plans, Specifications, Form of Contract, and Estimate of Cost for said public improvement are hereby approved.

PASSED AND APPROVED this 29th day of October, 2018.

Steven K. Gaer, Mayor

ATTEST:

Ryan Jacobson, City Clerk

Resolution Approving Contract

WHEREAS, the City Council of the City of West Des Moines has heretofore directed advertisement for bids for the following described public improvement:

Valley View Aquatic Center Water Play Structure Replacement

and,

WHEREAS, bids have been received and opened by the City Clerk, Deputy City Clerk, or designee and placed on file by the City Council.

and,

WHEREAS, the bid of Fischer Bros. LLC of Chippewa Falls, Wisconsin in the amount of \$191,700 is the lowest responsible bid received for said public improvement, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA, that a contract for the Valley View Aquatic Center Play Structure Replacement is hereby awarded to Fischer Bros. LLC of Chippewa Falls, Wisconsin in the amount of \$191,700 and the bond of said bidder for the project is hereby fixed in the same amount.

BE IT FURTHER RESOLVED that the Director of Parks and Recreation is authorized and directed to return bid bonds and/or checks to any unsuccessful bidder.

BE IT FURTHER RESOLVED that work on said project may commence as soon as the final contract and bond have been approved by the Director of Parks and Recreation and have been signed by the Director of Finance and after the contractor is given a written notice to proceed by the Director of Parks and Recreation.

PASSED AND APPROVED this 29th day of October, 2018.

Steven K. Gaer, Mayor

ATTEST:

Ryan Jacobson, City Clerk

City of West Des Moines
 Valley View Park Aquatic Center Water Play Structure Replacement
 Project No. 0510 090 2017
 Tabulation of Bids
 October 24, 2018
 Engineers Estimate: \$230,000



Item	Unit	Quantity	Fischer Bro., LLC Chippewa Falls, WI		Henkel Construction Co, Mason City, IA		Pleva Mechanical Inc. Woodward, IA		Minturn, Inc Brooklyn, IA		Acco Unlimited Corp. Johnston, IA	
			Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
Water Play Structure Replacement	LS	1	191,700.00	\$ 191,700.00	225,242.00	\$ 225,242.00	236,974.00	\$ 236,974.00	244,468.00	\$ 244,468.00	275,285.00	\$ 275,285.00
TOTAL BASE BID				\$ 191,700.00		\$ 225,242.00		\$ 236,974.00		\$ 244,468.00		\$ 275,285.00

I hereby certify that this is a true and correct tabulation of bids received on October 24, 2018 for the Valley View Park Aquatic Center Water Play Structure Replacement project in West Des Moines, IA
 Marco A. Alvarez, PLA License #6894 Date 10/24/2018

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

DATE: October 29, 2018

ITEM: Covenant Cove, Southeast Corner of Bishop Drive and 98th Street – Phased Site Plan Approval for Footings and Foundations – Covenant Cove LLC – SP-003850-2018

RESOLUTION: Approval of Phased Site Plan for Footings and Foundations

FINANCIAL IMPACT: Undetermined.

BACKGROUND: Covenant Cove LLC requests approval of a Phased Site Plan for approximately 28.94 acres located at the southeast corner of Bishop Drive and 98th Street to construct footings and foundations (see Exhibit I, Attachment B – Location Map and Attachment C – Phased Site Plan for footings and foundations only) to prepare for a 208 dwelling unit townhomes development. A phased site plan for private utilities was approved by the City Council on May 29, 2018.

Plan and Zoning Commission Action:

Vote: 4-0 approval, Commissioners Andersen, Drake, and Southworth absent.

Date: October 22, 2018

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

Parties from the Covenant Cove development and the mobile home park to the east of the project spoke to the Commission regarding a required access drive between the two developments. The issue was not a part of the project as presented. Staff and the Commission recommended that the private parties work toward resolution of when and how the access would be available.

OUTSTANDING ISSUES: There are no outstanding issues.

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

- Applicant's Request
- History
- City Council Subcommittee – *Development and Planning (April 16, 2018)*
- Staff Review and Comments
- Comprehensive Plan Consistency
- Findings
- Staff Recommendation and Conditions of Approval
- Owner/Applicant/Applicant Representative Information

RECOMMENDATION: Based upon the preceding review and a finding of consistency with the goals and policies of the Comprehensive Plan, the Plan and Zoning Commission recommends the City Council adopt a resolution to approve the phased site plan to construct footings and foundations only, subject to the applicant meeting all City Code requirements and the following:

1. That building construction plans have been reviewed by the Development Services Building Division and the Fire Department and the applicant acknowledging and agreeing that no footing and foundations may be constructed without a building permit.
2. The applicant agreeing that no above ground or vertical construction is allowed until such time that the full site plan is approved by the City Council, building construction plans have been reviewed and approved by the Development Services Building Division and Fire Department and building permits have been issued.
3. The applicant acknowledging and agreeing that implementation of footings and foundations is at the applicant's risk. Any changes to the location or design of buildings determined necessary upon further review of the site plan shall be at the applicant's expense with no compensation from the City.

Lead Staff Member: Kara Tragesser, AICP 

STAFF REVIEWS

Department Director	JK
Appropriations/Finance	
Legal	
Agenda Acceptance	M

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	April 16, 2018		
Recommendation	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Split <input type="checkbox"/>

ATTACHMENTS:


- Exhibit I - Plan and Zoning Commission Communication
 - Attachment A - Plan and Zoning Commission Resolution
 - Exhibit A – Conditions of Approval
 - Attachment B - Location Map
 - Attachment C - Phased site plan for footings and foundations

- Exhibit II - City Council Resolution
 - Exhibit A – Conditions of Approval

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

Meeting Date: October 22, 2018

Item: Covenant Cove, Southeast corner of Bishop Drive and 98th Street – Phased Site Plan Approval for Footings and Foundations – Covenant Cove LLC – SP-003850-2018

Requested Action: Approval of Phased Site Plan for Footings and Foundations 

Case Advisor: Kara Tragesser, AICP

Applicant's Request: Covenant Cove LLC requests approval of a Phased Site Plan for approximately 28.94 acres located at the southeast corner of Bishop Drive and 98th Street to construct footings and foundations within the Phase 1 delineation to prepare for a 208-unit townhome development (see Attachment B – Location Map and Attachment C – Site Plan).

History: The property is currently undeveloped. In March 2018, the City Council approved an amendment to the 98th Street Planned Unit Development to change the zoning of the property from Manufactured Homes (MH) to Residential Medium Density (RM-8) to accommodate the anticipated townhome development. In May 2018 a grading plan was approved by the City Engineer to allow grading on the site. Also in May 2018, the City Council approved a partial site plan to allow the construction of private utilities.

City Council Subcommittee: This item was presented to the Development and Planning City Council Subcommittee on April 16, 2018; the Subcommittee was supportive of the development.

Staff Review and Comment: This request was distributed to other City departments and other agencies for their review and comment.

The action being reviewed with this staff report is to allow the construction of footings and foundations on the site; there is enough information on the site plan that has been reviewed that staff feels comfortable that the site plan won't change significantly to affect the locations of footings and foundations. This phased site plan does not allow for vertical construction (framing, walls, roof, etc.); that approval will be given as part of the full site plan approval which includes architecture and landscaping. Staff is waiting on agreements, easements, and resolution to staff recommendations on architecture before the full site plan can be presented for approval. As with phased approvals, staff recommends a condition of approval that the applicant acknowledge any construction is at their own risk.

Staff has been in conversation with the potential buyer of the West Park mobile home development located immediately to the east of the Covenant Cove development about provision of a second access to the mobile home development through the Covenant Cove development. I believe when the Covenant Cove Planned Unit Development Ordinance was in review by the Commission that discussion of this second access occurred. When the Covenant Cove property and the existing mobile home park ground was all owned by M E & E LLC, City staff advised the parties involved in the sale of these properties that a second access, as required by the Fire Code, would need to be provided and that the parties should work together to determine how that access was to be accommodated and constructed. If the connection meets code requirements, the City considers the provision (location, construction, and maintenance) of this access drive a private matter for the parties to work out as part of the sale negotiations of the property.

Staff did include the following language in the Planned Unit Development amendment to document that a drive connection between the two parcels would need to be provided:

"Each development site in the PUD is required to have two access locations for emergency services that are distanced apart according to the West Des Moines Fire Code. The site plan for the original PUD Parcel C, now to be split creating a new Parcel C and a new Parcel D, provided a roadway access location in the southwest corner of what is now PUD Parcel D as a continuation of the mobile home park development planned for PUD Parcel C. With the change in zoning contained herein and the predictable change in development of new PUD Parcel C, the planned access at the southeast corner shall either be extended to Bishop Drive or 98th Street prior to or in conjunction with the development of new PUD Parcel C. A cross access ingress/egress easement

will be required to enable the free access of vehicles between the two PUD Parcels. This access shall be provided within 180 days of the adoption of this PUD, unless an alternative time frame is approved by the City Council."

The mobile home development currently has a road connection constructed to their west property boundary in the southwest corner of the site. To accommodate the proposed Covenant Cove development, the location of the access road is shown on the site plan for Covenant Cove at the east side where proposed Heightsview Drive is located. A companion Minor Modification has been submitted for the mobile home park property which relocates the drive to align with Heightsview Drive. Unless otherwise negotiated privately between the two parties, each party is responsible for constructing the roadway to the common property boundary. These two site plans are an indication to the City that the second access to the mobile home development is planned for and that the location has been agreed upon among the parties involved: the timing of the construction appears to be the remaining outstanding issue. Fire Code regulations restrict the mobile home park from allowing any additional dwellings until such time that the secondary access is implemented.

The 180-day time period indicated in the PUD expired in September 2018. The time period was designated in anticipation that the Covenant Cove Preliminary Plat and Site Plan would be submitted for review and approval last spring immediately after approval of the PUD and that the two private entities would have resolved details regarding location and construction. The site plan indicates a phase line which crosses east to west generally along Starview Drive and turns south along 96th Street to include a roadway connection to the east. As part of the full site plan approval for Covenant Cove, if necessary, staff will recommend a condition of approval that requires the Covenant Cove developer to construct the secondary connection within their property and have it open to use prior to issuance of the first occupancy permit, including temporary occupancy, (excluding a show home for demonstration purposes) for any dwelling within the designated phase one area. If the City Council desires, an alternate 'no later than' date can be designated as part of the full site plan approval. Preliminary discussions with the Covenant Cove developer has indicated that they believe they can have the connecting road completed by mid-to-late summer. Staff has not had discussions with the developer about prohibiting occupancy until the connecting road is constructed.

Comprehensive Plan Consistency: The project has been reviewed for consistency with the Comprehensive Plan. Based upon that review, a finding has been made that the proposed project is consistent with the Comprehensive Plan in that the project is consistent with all of the goals and policies of the Comprehensive Plan and the land use map of the Comprehensive Plan.

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

1. The proposed development and use is consistent with the West Des Moines Comprehensive Plan in that the project has been reviewed for consistency with the Comprehensive Plan. Based upon that review, a finding has been made that the proposed project is consistent with the Comprehensive Plan in that the project is consistent with all of the goals and policies of the Comprehensive Plan.
2. The proposed development and use does assure compatibility of property uses within the zone and general area in that this project was reviewed by various City Departments for compliance with the Zoning Ordinance.
3. All applicable standards and conditions have been imposed which protects the public health, safety and welfare in that this project was reviewed by various City Departments and public agencies for compliance with the various state and local regulations. Based upon that review a finding is made that the project has been adequately conditioned to protect the health, welfare and safety of the community.
4. There is adequate on-site and off-site public infrastructure to support the proposed development in that this project was reviewed by various public agencies and City Departments and public utilities to ensure that either the petitioner will construct or the project has been conditioned to construct adequate public infrastructure to serve the development.
5. The proposed development and use has met the requirements contained in the City Code in that this project was reviewed by various City Departments and the project has complied with or has been conditioned to comply with all City Code requirements.

RESOLUTION NO. PZC-18-069

A RESOLUTION OF THE PLAN AND ZONING COMMISSION OF THE CITY OF WEST DES MOINES, RECOMMENDING TO THE CITY COUNCIL THAT IT APPROVE A PHASED SITE PLAN TO ALLOW THE CONSTRUCTION OF FOOTINGS AND FOUNDATIONS FOR DWELLING STRUCTURES LOCATED WITHIN PHASE ONE OF THE COVENANT COVE DEVELOPMENT LOCATED AT THE SOUTHEAST CORNER OF BISHOP DRIVE AND 98TH STREET

WHEREAS, pursuant to the provisions of Title 10, Chapter 1 et seq, of the West Des Moines Municipal Code, the applicant, Covenant Cove LLC, has requested approval for a Phased Site Plan (SP-003850-2018) to construct footings and foundations for structures within phase one of the Covenant Cove development situated on property located at the southeast corner of Bishop Drive and 98th Street;

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


WHEREAS, on October 22, 2018, this Commission held a duly-noticed public meeting to consider the application for a Phased Site Plan for Footings and Foundations;

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

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

SECTION 2. The Phased Site Plan to construct footings and foundations within phase one of the development is recommended to the City Council for approval, subject to compliance with all the conditions in the staff report including conditions added at the meeting, and attached hereto as Exhibit "A." Violation of any such conditions shall be grounds for revocation of the permit, as well as any other remedy which is available to the City.

PASSED AND ADOPTED on October 22, 2018.


 Craig Erickson, Chairperson
 Plan and Zoning Commission

ATTEST:


 Recording Secretary

I HEREBY CERTIFY that the foregoing resolution was duly adopted by the Plan and Zoning Commission of the City of West Des Moines, Iowa, at a regular meeting held on October 22, 2018, by the following vote:

AYES: **Costa, Crowley, Erickson, Hatfield**

NAYS:

ABSTENTIONS:

ABSENT: **Andersen, Drake, Southworth**

ATTEST:

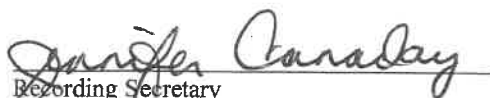

 Recording Secretary

Exhibit A
CONDITIONS OF APPROVAL

1. That building construction plans have been reviewed by the Development Services Building Division and Fire. The applicant acknowledging and agreeing that no footing and foundations may be constructed prior to issuance of a building permit for each structure;
2. The applicant agreeing that no above ground or vertical construction is allowed until such time that the full site plan is approved by the City Council, building construction plans have been reviewed and approved by the Development Services Building Division and Fire Department and buildings permits have been issued.
3. The applicant acknowledging and agreeing that implementation of footings and foundations is at the applicant's risk. Any changes to the location or design of buildings determined necessary upon further review of the site plan shall be at the applicant's expense with no compensation from the City.

Covenant Cove



1: 4,514

Legend

- Corporate Limits
- Parcels



Disclaimer: The City of West Des Moines makes no warranties regarding the accuracy or completeness of the data provided herein.

THIS MAP IS NOT TO BE USED FOR NAVIGATION



WGS_1984_Web_Mercator_Auxiliary_Sphere
© City of West Des Moines, Iowa

PRELIMINARY PLAT / SITE PLAN FOR COVENANT COVE

SINGLE FAMILY RESIDENTIAL DEVELOPMENT CITY OF WEST DES MOINES, IOWA



VICINITY MAP

SCALE: 1" = 1000'

OWNER
M.E.M. LLC, MAY 23, 2004-CO-15/2004
1500 WHITE IRON CLAY
PAGODA, IA 50244

APPLICANT
JES. CRESKIN, LLC
1500 WHITE IRON CLAY
PAGODA, IA 50244
CONTACT: DAVID A. BRIGHT
562-380-3863

ENGINEER
SNYDER & ASSOCIATES, INC.
2727 S.W. SNYDER BLVD.
WEST DES MOINES, IA 50325
(515) 281-2020
CIND DEVORE, P.E.

INDEX OF SHEETS

1. TITLE SHEET
2. PROJECT INFORMATION
3. SITE DETAILS
- 4-5. OVERALL MASTER PLAN
- 6-16. DIMENSION AND UTILITY PLAN
- 17-18. GRADING AND EROSION CONTROL PLAN
19. PLANTING NOTES AND DETAILS
- 20-30. DETAILED GRADING AND PLANTING PLAN

COVENANT COVE

TITLE SHEET

I hereby certify that the portion of this document which is indicated by the title block was prepared by me or under my direct supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.

City: B. Shenandoah, IA
License Number: 512
Pages or sheets covered by this sheet:
SHEETS 19-30



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

City: D. Des Moines, IA
License Number: 6707
M.I. License No. 1616000011, 2019
Pages or sheets covered by this sheet:
SHEETS 1-18, 20-30

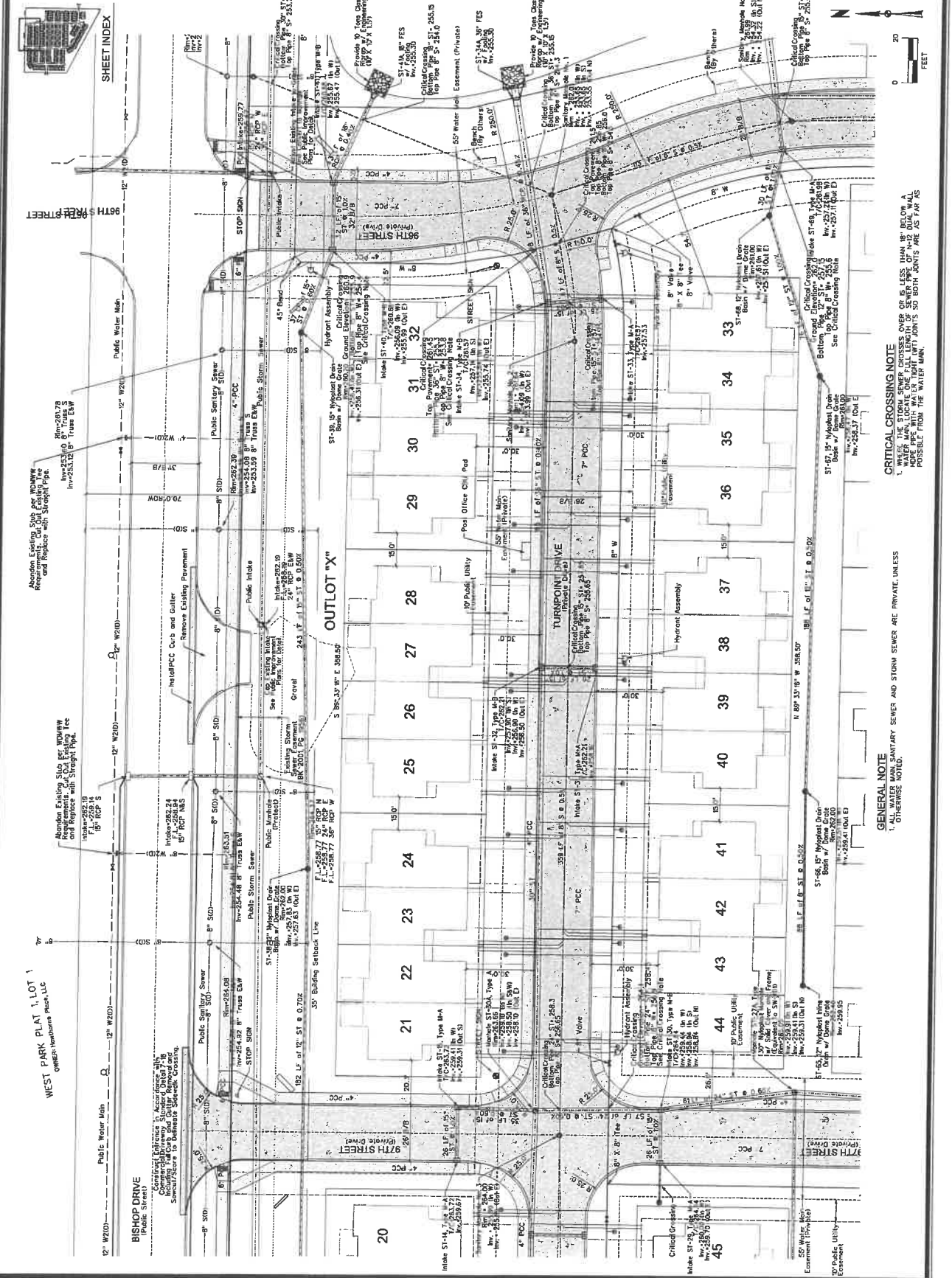


Project No.	1170997
Transmitter	AWS
Engineer	CDD
Scale	1" = 1'
DATE	
BY	

WEST DES MOINES, IOWA
2727 S.W. SNYDER BLVD.
DES MOINES, IOWA 50325
515-281-2020 | www.snyder-associates.com

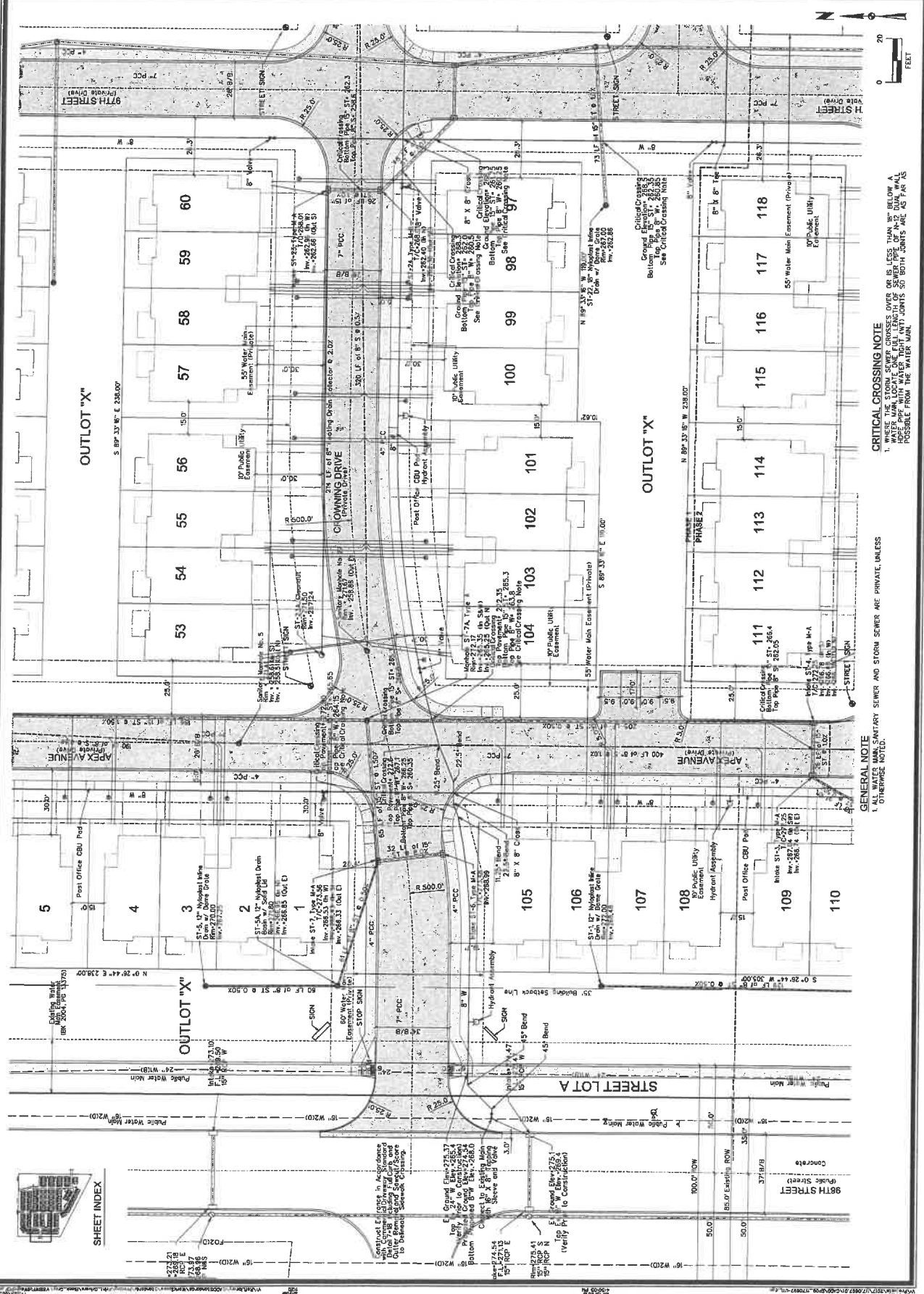
SNYDER & ASSOCIATES, INC.

COVENANT COVER
 DIMENSION AND UTILITY PLAN



GENERAL NOTE
 1. WATER MAIN, SANITARY SEWER AND STORM SEWER ARE PRIVATE, UNLESS OTHERWISE NOTED.

CRITICAL CROSSING NOTE
 1. CRITICAL CROSSINGS OVER OR UNDER SHALL BE PERMITTED BY THE CITY OF WEST DES MOINES. WATER MAIN LOCATIONS SHALL BE LOCATED AS FAR AS POSSIBLE FROM THE WATER MAIN.



1. Verify all utility locations and depths with the owner and/or utility companies before construction.
 2. Verify all utility locations and depths with the owner and/or utility companies before construction.
 3. Verify all utility locations and depths with the owner and/or utility companies before construction.
 4. Verify all utility locations and depths with the owner and/or utility companies before construction.
 5. Verify all utility locations and depths with the owner and/or utility companies before construction.

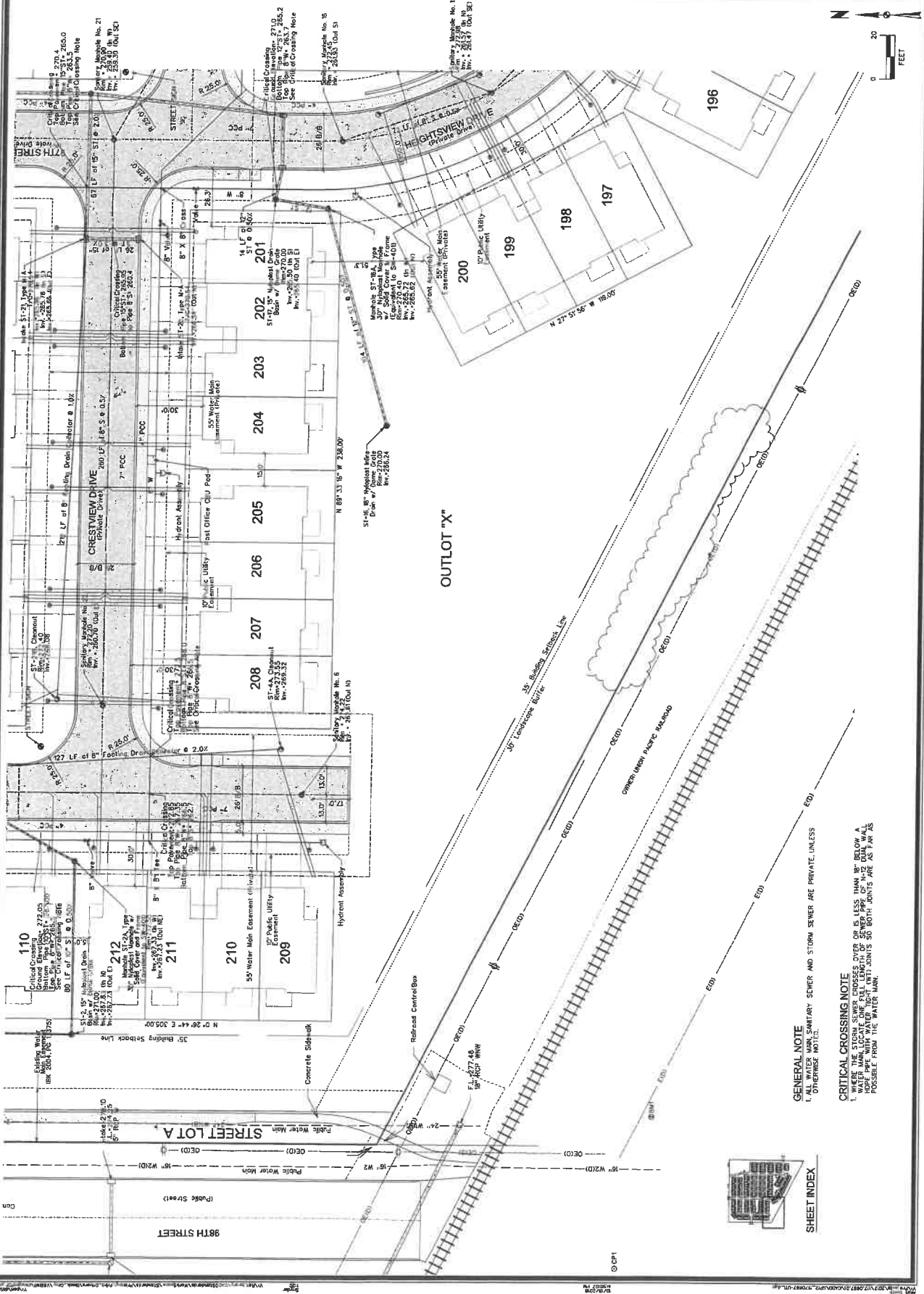
CRITICAL CROSSING NOTE
 1. WATER MAIN LOCATED 18" BELOW A
 POPE PIPE WITH WATER TIGHT Joints AS FAR AS
 POSSIBLE FROM THE WATER MAIN.

GENERAL NOTE
 1. ALL NECESSARY SEWER AND STORM SEWER ARE PRIVATE UNLESS
 OTHERWISE NOTED.

COVENANT COVE
 DIMENSION AND UTILITY PLAN

WEST DES MOINES, IOWA
 2727 S.W. SNYDER BLVD.
 ANKENY, IOWA 50023
 515.984.2020 | www.snyderassociates.com

Project No: 1170697
 Sheet 12 of 30



GENERAL NOTE
 1. ALL WATER MAIN, SANITARY SEWER AND STORM SEWER ARE PRIVATE, UNLESS OTHERWISE NOTED.

CRITICAL CROSSING NOTE
 1. WHERE THE STORM SEWER CROSSES OVER OR IS LESS THAN 18" BELOW, A HOSE PIPE WITH WATER TIGHT JOINTS IS TO BE USED. JOINTS ARE AS FAR AS POSSIBLE FROM THE WATER MAIN.



Project No: 1170697
 Sheet 13 of 30

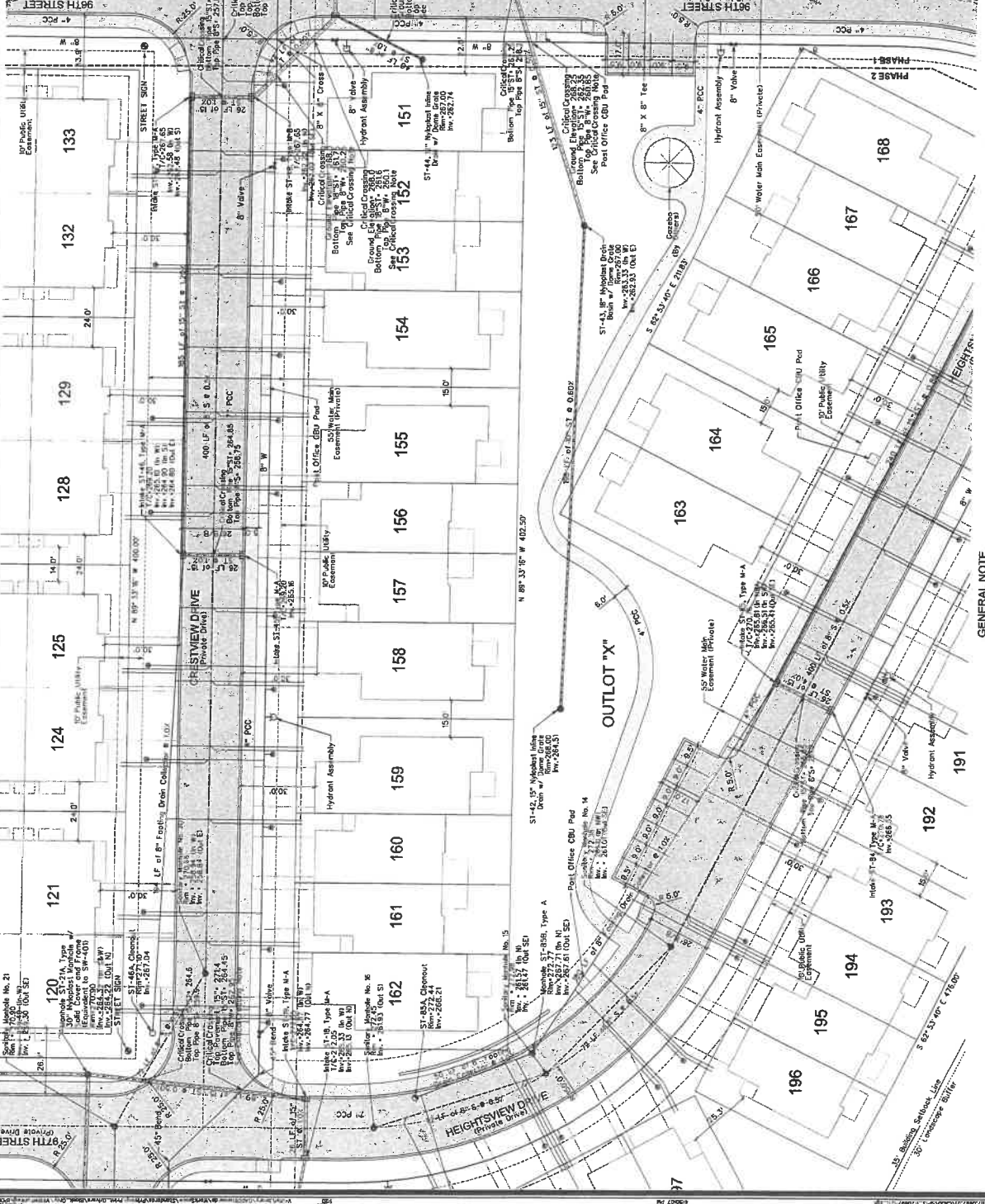
COVENANT COVE
 DIMENSION AND UTILITY PLAN

WEST DES MOINES, IOWA
 2772 S.W. SNYDER BLVD.
 ANKENY, IOWA 50022
 515-564-2020 | www.snyder-associates.com

MARK	DATE	BY	REVISION

Transmitted: AWS Date: 9/19/18
 Checked By: BKC
 Scale: 1"=20'
 Plot Date: 9/19/18

Project No: 1170697
 Sheet 13 of 30



CRITICAL CROSSING NOTE
 1. ALL WATER MAIN, SANITARY SEWER AND STORM SEWER ARE PRIVATE, UNLESS OTHERWISE NOTED.
 2. WATER MAIN LOCATED ONE FOOT OR LESS THAN 18" BELOW A FINISHED GRADE SURFACE SHALL BE CONSIDERED CRITICAL CROSSING. THESE ARE TO BE LOCATED WITHIN THE RIGHT-OF-WAY JOINTS SO BOTH JOINTS ARE AS FAR AS POSSIBLE FROM THE WATER MAIN.

GENERAL NOTE
 1. ALL WATER MAIN, SANITARY SEWER AND STORM SEWER ARE PRIVATE, UNLESS OTHERWISE NOTED.





Project No: 170697
 Sheet 14 of 30

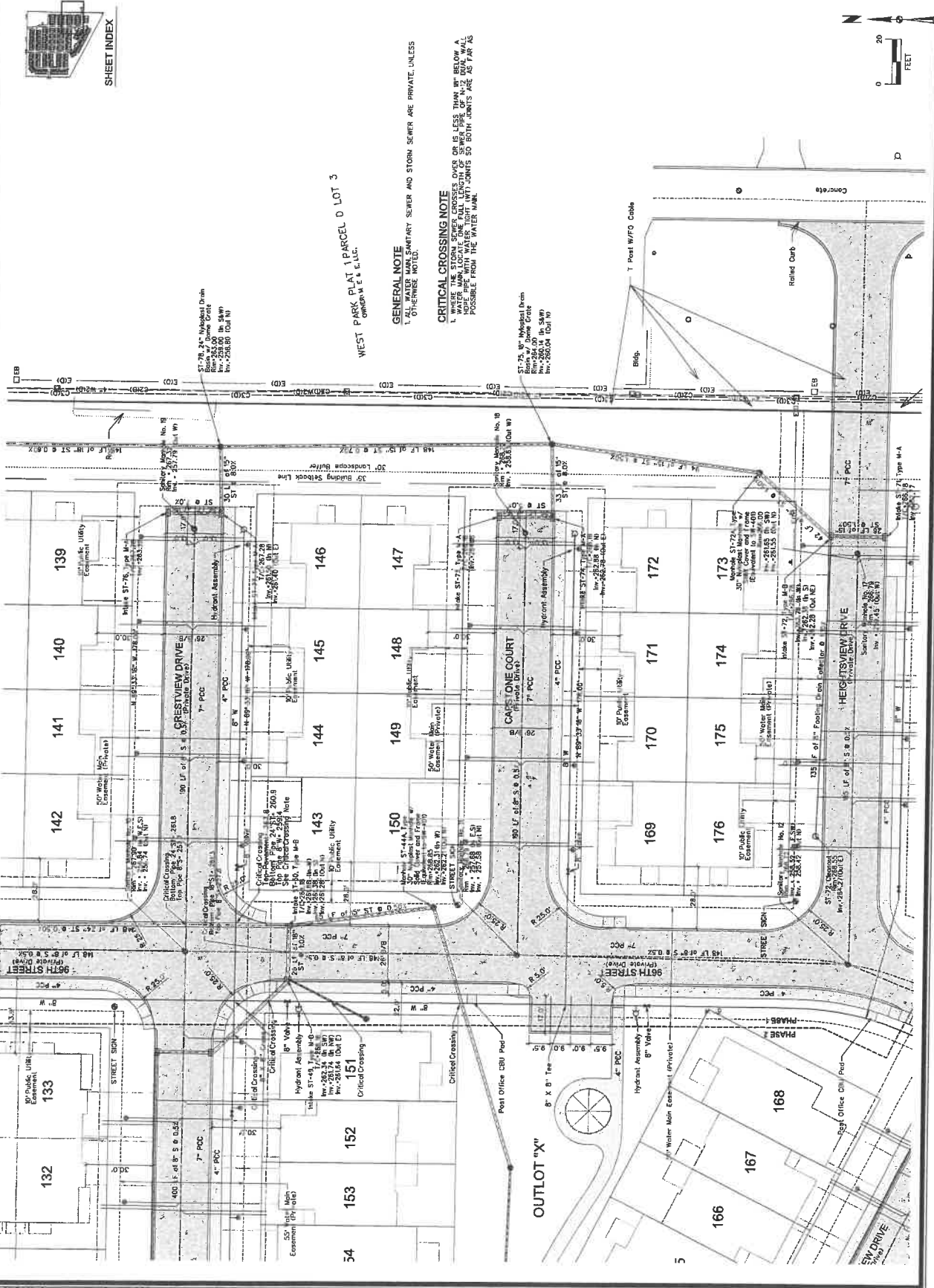
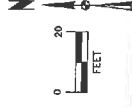
COVENANT COVE

DIMENSION AND UTILITY PLAN

WEST DES MOINES, IOWA
 2727 S.W. SNYDER BLVD.
 AKKENY, IOWA 50223
 515-994-2029 | www.snyder-assocs.com

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 AKKENY, IOWA 50223
 515-994-2029 | www.snyder-assocs.com

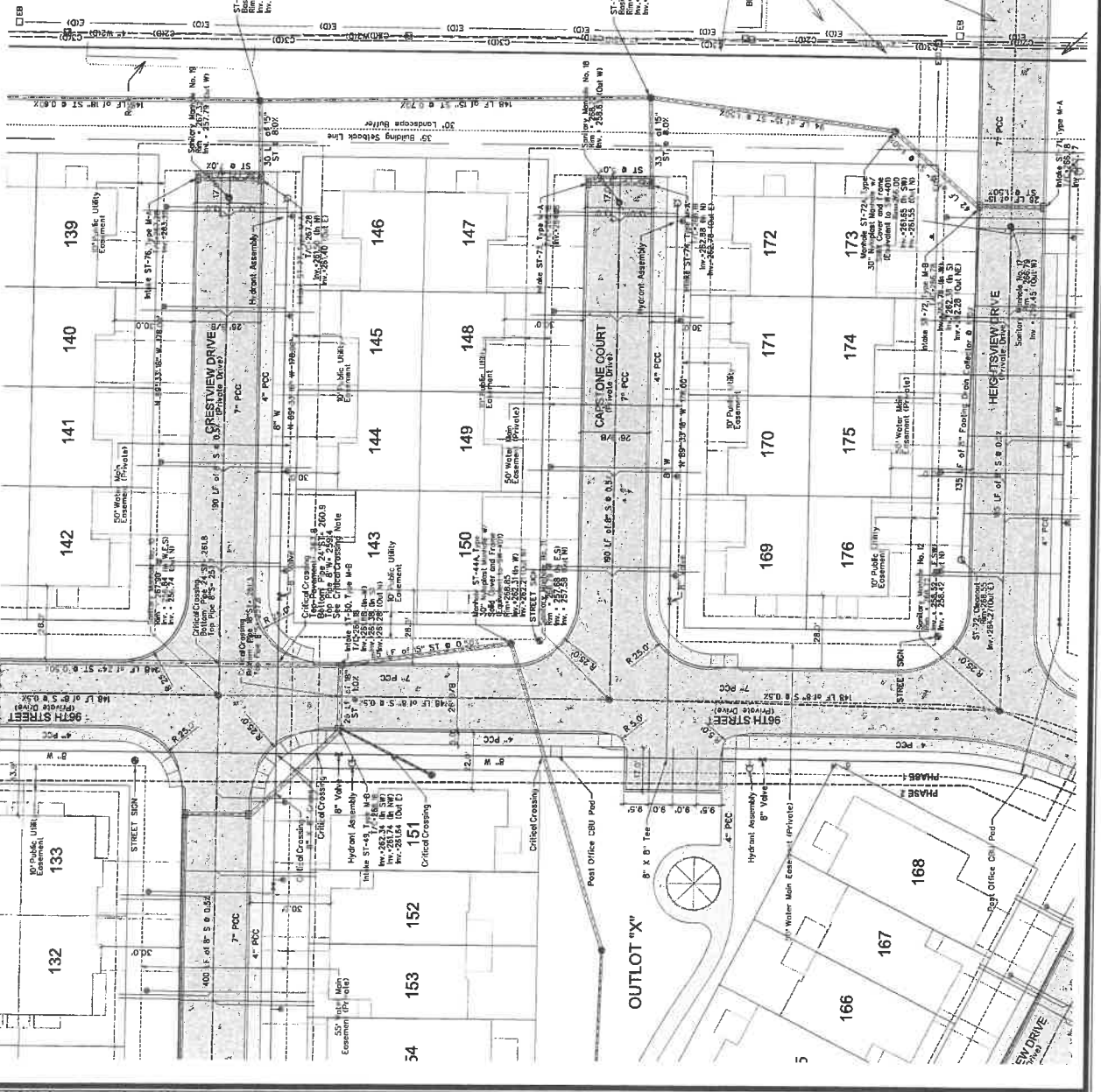
Project No: 170697
 Sheet 14 of 30



GENERAL NOTE
 1. ALL SANITARY SEWER AND STORM SEWER ARE PRIVATE, UNLESS OTHERWISE NOTED.

CRITICAL CROSSING NOTE
 1. WHERE THE STORM SEWER OR GAS LINES ARE DEEPER THAN THE WATER MAIN, LOCATE THE FALL POINTS OF THE WATER MAIN AT THE POINTS OF CROSSING. WHERE THE WATER MAIN IS DEEPER THAN THE STORM SEWER OR GAS LINES, LOCATE THE FALL POINTS OF THE WATER MAIN AS FAR AS POSSIBLE FROM THE WATER MAIN.

WEST PARK PLAT 1 PARCEL D LOT 3
 WINDERMERE E.L.L.C.





Project No: 1170697
 Sheet 15 of 30

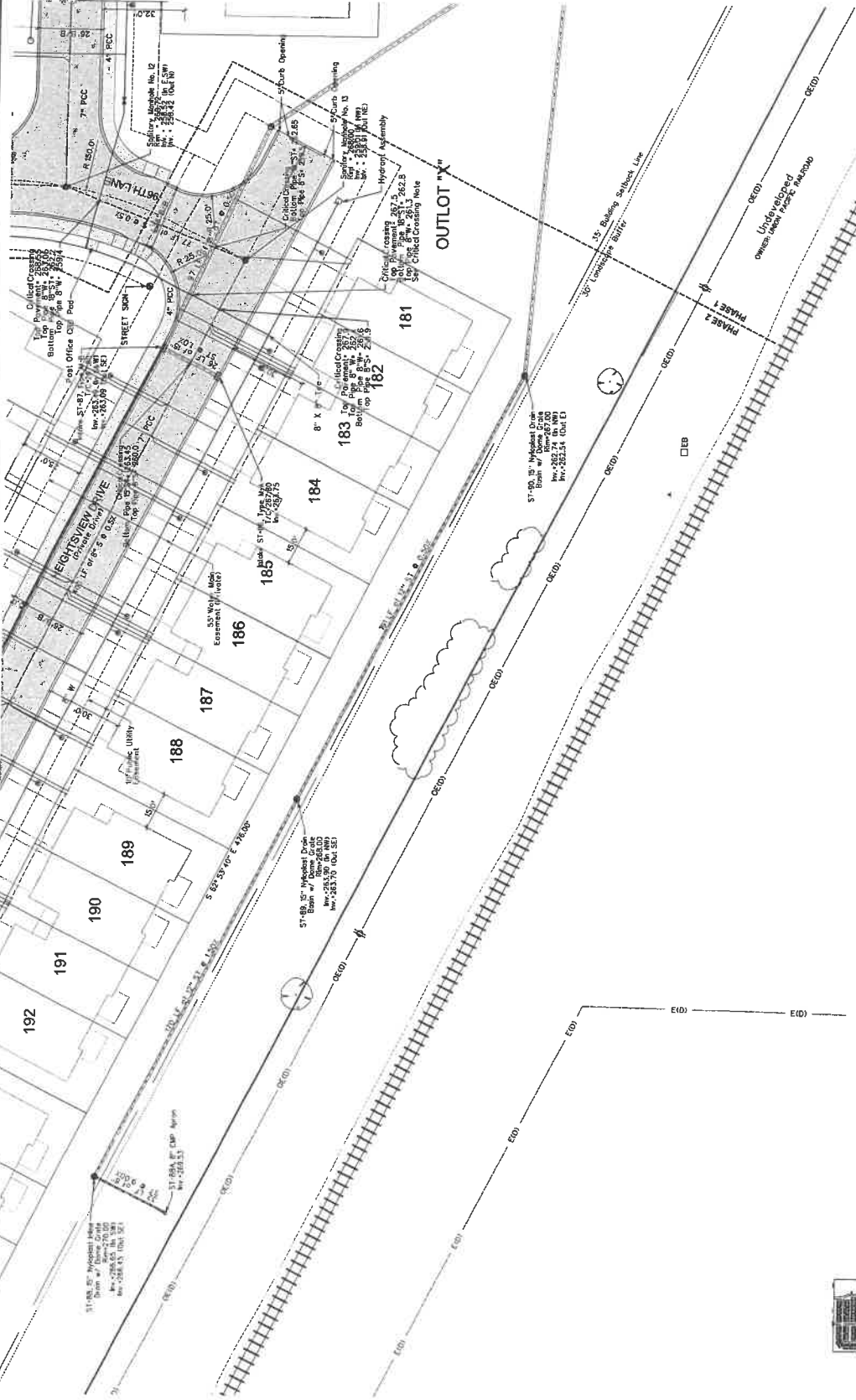
COVENANT COVE
 DIMENSION AND UTILITY PLAN

WEST DES MOINES, IOWA

MARK	DATE	REVISION

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 515-964-2020 | www.snyder-associates.com

Revised Grading & Storm at South Entry 07/19/18

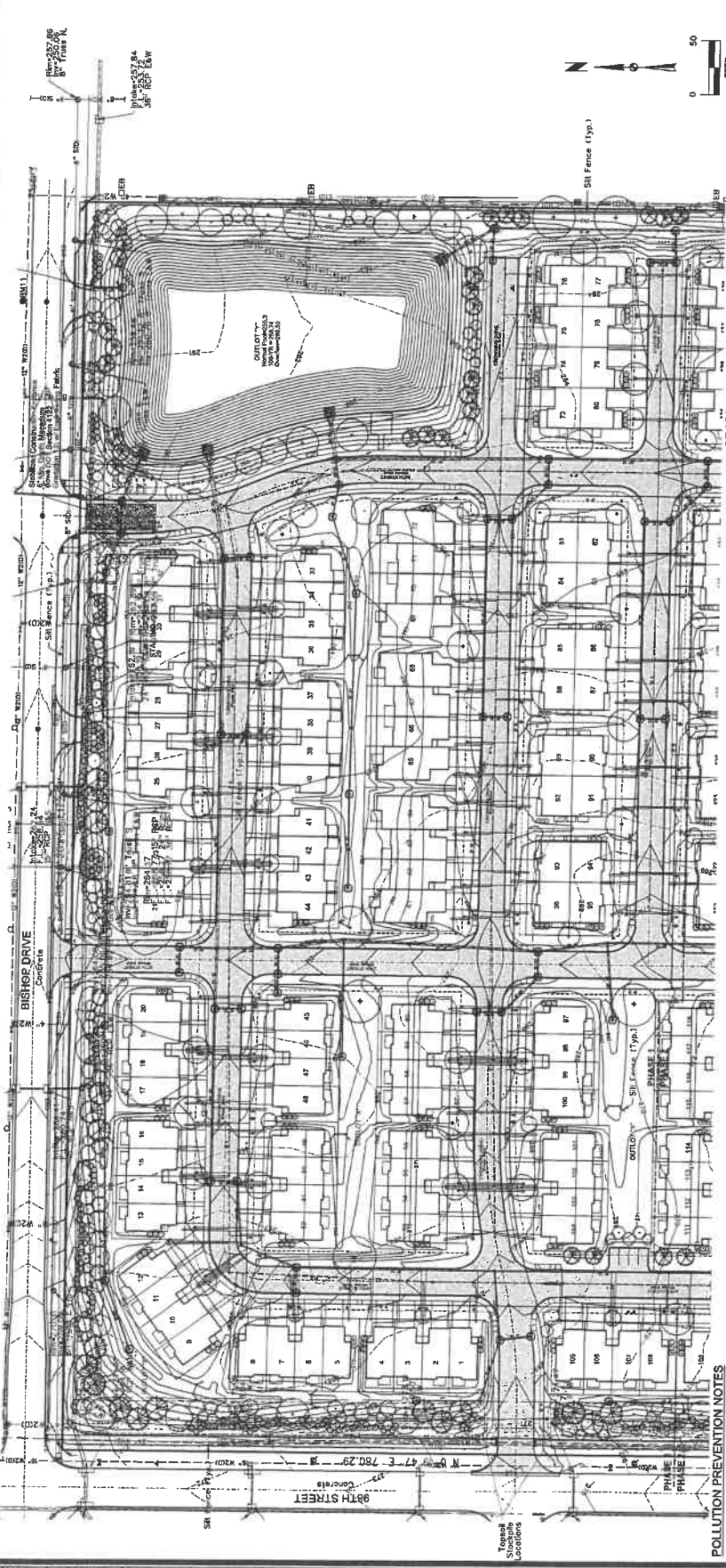


GENERAL NOTE
 1. ALL WATER MAINS, SANITARY SEWER AND STORM SEWER ARE PRIVATE UNLESS OTHERWISE NOTED.

CRITICAL CROSSING NOTE
 1. WHERE THE UTILITY CROSSING UNDER OR OVER THE ROAD OR RAILROAD, THE WATER MAIN SHALL BE AT LEAST 18" BELOW THE FINISH GRADE OF THE ROAD OR RAILROAD. THE UTILITY SHALL BE AT LEAST 18" ABOVE THE FINISH GRADE OF THE ROAD OR RAILROAD. THE UTILITY SHALL BE AT LEAST 18" FROM THE WATER MAIN.



SHEET INDEX

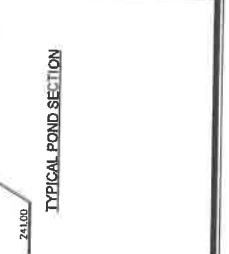


POLLUTION PREVENTION NOTES

- A. POLLUTION PREVENTION AND EROSION PROTECTION**
 1. CODE COMPLIANCE: THE CONTRACTOR IS RESPONSIBLE FOR COMPLIANCE WITH ALL POTENTIAL POLLUTION AND SOIL EROSION REGULATIONS, LOCAL ORDINANCES, AND ALL APPLICABLE STATE AND FEDERAL REGULATIONS. THE CONTRACTOR SHALL MAINTAIN THE POLLUTION PREVENTION PLAN AND ALL POLLUTION PREVENTION MEASURES THROUGHOUT THE CONSTRUCTION PERIOD AND SHALL MAINTAIN RECORDS OF ALL POLLUTION PREVENTION MEASURES AND ALL POLLUTION PREVENTION MEASURES AS A RESULT OF THE CONSTRUCTION.
 2. DAMAGE CLAIMS: THE CONTRACTOR WILL HOLD THE OWNER AND ARCHITECT / ENGINEER HARMLESS FROM ANY AND ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING ATTORNEY'S FEES, ARISING FROM ANY AND ALL POLLUTION PREVENTION MEASURES OR FROM ANY AND ALL POLLUTION PREVENTION MEASURES THAT DO NOT COMPLY WITH THE APPLICABLE REGULATIONS AND THE CODE OF IOWA.
 3. A "NOTICE OF DISCONTINUATION" MUST BE FILED WITH THE IOWA DEPARTMENT OF NATURAL RESOURCES AND OTHER AGENCIES AS REQUIRED BY IOWA REGULATIONS AND THE CODE OF IOWA. THE CONTRACTOR SHALL MAINTAIN RECORDS OF ALL POLLUTION PREVENTION MEASURES AND ALL POLLUTION PREVENTION MEASURES THROUGHOUT THE CONSTRUCTION PERIOD AND SHALL MAINTAIN RECORDS OF ALL POLLUTION PREVENTION MEASURES AND ALL POLLUTION PREVENTION MEASURES AS A RESULT OF THE CONSTRUCTION.
- B. STORM WATER DISCHARGE PERMIT**
 1. WITH CONSTRUCTION ACTIVITIES UNDER THIS PERMIT, THE CONTRACTOR SHALL MAINTAIN RECORDS OF ALL POLLUTION PREVENTION MEASURES AND ALL POLLUTION PREVENTION MEASURES THROUGHOUT THE CONSTRUCTION PERIOD AND SHALL MAINTAIN RECORDS OF ALL POLLUTION PREVENTION MEASURES AND ALL POLLUTION PREVENTION MEASURES AS A RESULT OF THE CONSTRUCTION.
 2. ALL DOCUMENTS RELATED TO THE STORM WATER DISCHARGE PERMIT, INCLUDING BUT NOT LIMITED TO THE NOTICE OF DISCONTINUATION, SHALL BE KEPT ON SITE AT ALL TIMES AND SHALL BE PRESENTED UPON REQUEST BY THE IOWA DEPARTMENT OF NATURAL RESOURCES AND OTHER AGENCIES.
 3. A "NOTICE OF DISCONTINUATION" MUST BE FILED WITH THE IOWA DEPARTMENT OF NATURAL RESOURCES AND OTHER AGENCIES AS REQUIRED BY IOWA REGULATIONS AND THE CODE OF IOWA. THE CONTRACTOR SHALL MAINTAIN RECORDS OF ALL POLLUTION PREVENTION MEASURES AND ALL POLLUTION PREVENTION MEASURES THROUGHOUT THE CONSTRUCTION PERIOD AND SHALL MAINTAIN RECORDS OF ALL POLLUTION PREVENTION MEASURES AND ALL POLLUTION PREVENTION MEASURES AS A RESULT OF THE CONSTRUCTION.
- C. POLLUTION PREVENTION PLAN**
 1. THE STORM WATER POLLUTION PREVENTION PLAN (SWPPP) IS A SEPARATE DOCUMENT IN ADDITION TO THESE PLANS. THE SWPPP SHALL BE KEPT ON SITE AT ALL TIMES AND SHALL BE PRESENTED UPON REQUEST BY THE IOWA DEPARTMENT OF NATURAL RESOURCES AND OTHER AGENCIES.
 2. THE SWPPP ILLUSTRATES GENERAL MEASURES AND BEST MANAGEMENT PRACTICES (BMPs) FOR COMPLIANCE WITH THE POLLUTION PREVENTION PLAN AND ALL POLLUTION PREVENTION MEASURES AND ALL POLLUTION PREVENTION MEASURES AS A RESULT OF THE CONSTRUCTION. THE SWPPP SHALL BE KEPT ON SITE AT ALL TIMES AND SHALL BE PRESENTED UPON REQUEST BY THE IOWA DEPARTMENT OF NATURAL RESOURCES AND OTHER AGENCIES.
 3. THE SWPPP SHALL BE KEPT ON SITE AT ALL TIMES AND SHALL BE PRESENTED UPON REQUEST BY THE IOWA DEPARTMENT OF NATURAL RESOURCES AND OTHER AGENCIES.
 4. THE CONTRACTOR IS RESPONSIBLE FOR COMPLIANCE WITH ALL REQUIREMENTS OF THE GENERAL PERMIT AND SWPPP, INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING BMPs UNLESS SPECIFIED OR NOT APPLICABLE:
 - a. STABILIZE UNDEVELOPED, DISTURBED AREAS WITH MULCH TEMPORARY SEED MIX PERMANENT SEED MIX 600 OR ANTIMONY MONOMETHYL ARSENATE AT THE CONSTRUCTION OF ALL AREAS OF UNDEVELOPED, DISTURBED AREAS TO BE LEFT OPEN AT THE PORTION OF THE SITE AND WHICH WILL NOT REMAIN FOR A PERIOD EXCEEDING 14 CALENDAR DAYS.
 - b. STORMWATER SHALL BE STORED IN A DRAINAGE BASIN OR OTHER STORAGE FACILITY UNTIL THE STORMWATER IS CLEAR AND FREE OF SOLIDS AND OTHER POLLUTANTS. THE STORMWATER SHALL BE STORED IN A DRAINAGE BASIN OR OTHER STORAGE FACILITY UNTIL THE STORMWATER IS CLEAR AND FREE OF SOLIDS AND OTHER POLLUTANTS.
 - c. STORMWATER SHALL BE STORED IN A DRAINAGE BASIN OR OTHER STORAGE FACILITY UNTIL THE STORMWATER IS CLEAR AND FREE OF SOLIDS AND OTHER POLLUTANTS.
 - d. STORMWATER SHALL BE STORED IN A DRAINAGE BASIN OR OTHER STORAGE FACILITY UNTIL THE STORMWATER IS CLEAR AND FREE OF SOLIDS AND OTHER POLLUTANTS.

GRADING NOTES

1. ALL GRADING SHALL BE DONE IN ACCORDANCE WITH THE IOWA DEPARTMENT OF NATURAL RESOURCES AND OTHER AGENCIES.
2. ALL GRADING SHALL BE DONE IN ACCORDANCE WITH THE IOWA DEPARTMENT OF NATURAL RESOURCES AND OTHER AGENCIES.
3. ALL GRADING SHALL BE DONE IN ACCORDANCE WITH THE IOWA DEPARTMENT OF NATURAL RESOURCES AND OTHER AGENCIES.
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8. ALL GRADING SHALL BE DONE IN ACCORDANCE WITH THE IOWA DEPARTMENT OF NATURAL RESOURCES AND OTHER AGENCIES.
9. ALL GRADING SHALL BE DONE IN ACCORDANCE WITH THE IOWA DEPARTMENT OF NATURAL RESOURCES AND OTHER AGENCIES.
10. ALL GRADING SHALL BE DONE IN ACCORDANCE WITH THE IOWA DEPARTMENT OF NATURAL RESOURCES AND OTHER AGENCIES.



CONTACT FOR EROSION AND SEDIMENT CONTROL:
 241 OUTDOOR SOLUTIONS
 CONTACT: 562-249-2325

SCHEDULE OF EROSION CONTROL:
 A. PERMIT SET FENCE PRIOR TO CONSTRUCTION.
 B. INSTALL SET FENCE/SEDIMENT BASKET UPON COMPLETION OF CONSTRUCTION ACTIVITIES.



Project No: 1770697
 Sheet 18 of 30

COVENANT COVE

GRADING AND EROSION CONTROL PLAN

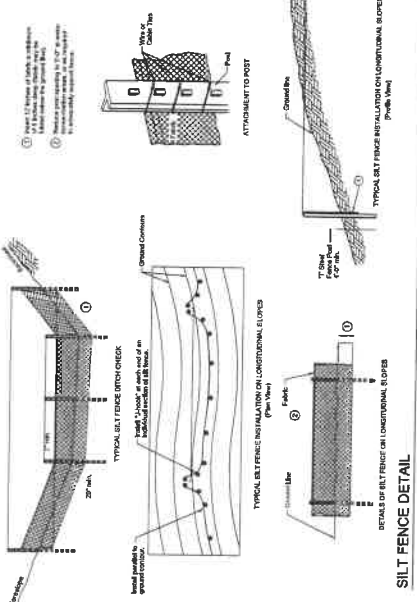
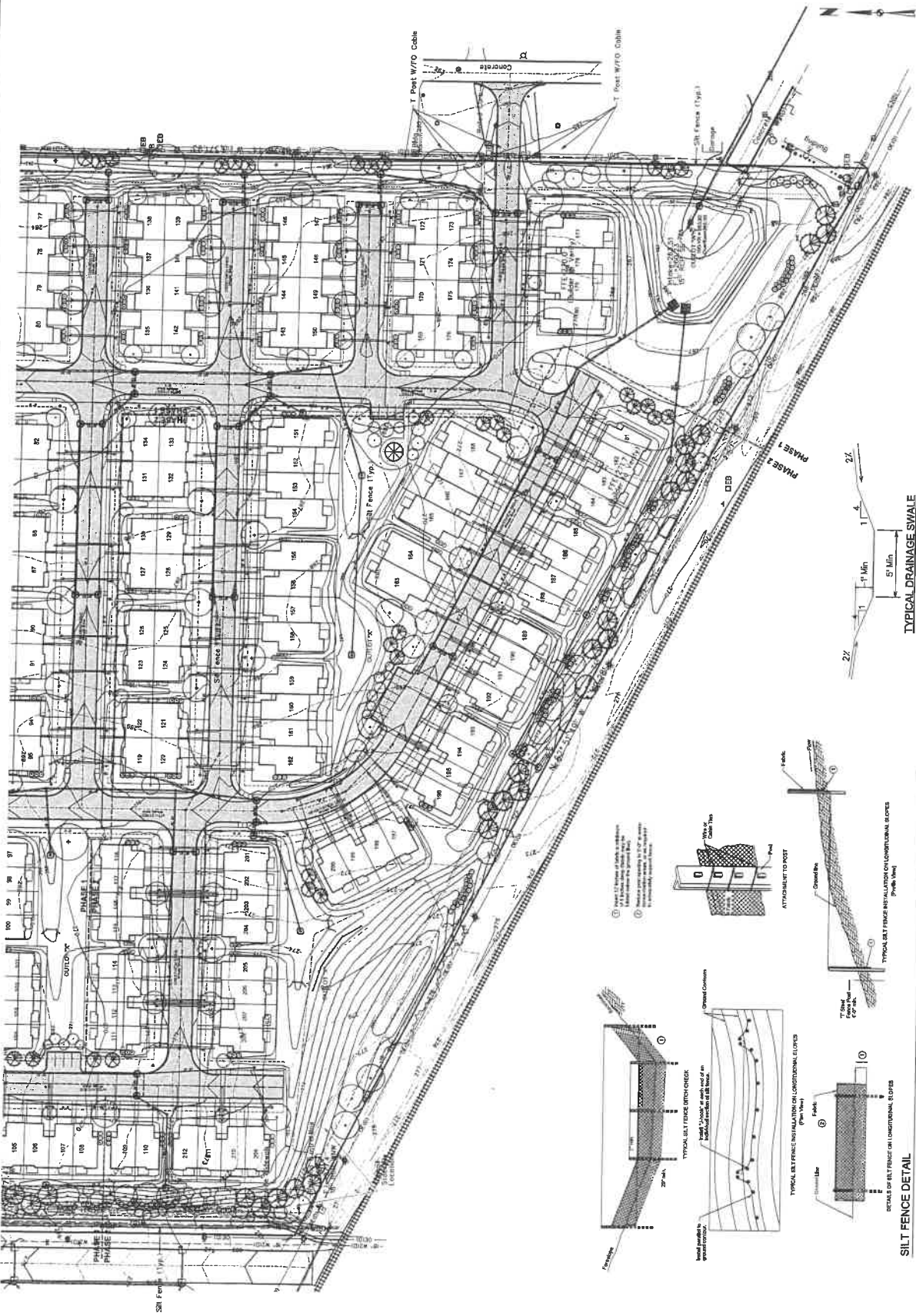
WEST DES MOINES, IOWA
 SNYDER & ASSOCIATES, INC.
 2727 S.W. SNYDER BLVD.
 ANKENY, IOWA 50023
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DATE	BY	REVISION

CD Checked By: BKC
 Scale: 1" = 60'
 Date: 9/19/18
 Drawn By: Pjg

Project No: 1770697
 Sheet 18 of 30

← REVISED GRADING & STORM AT SOUTH BEND 07/19/18 AMS



SILT FENCE DETAIL



Project No: 1170697
Sheet 23 of 30

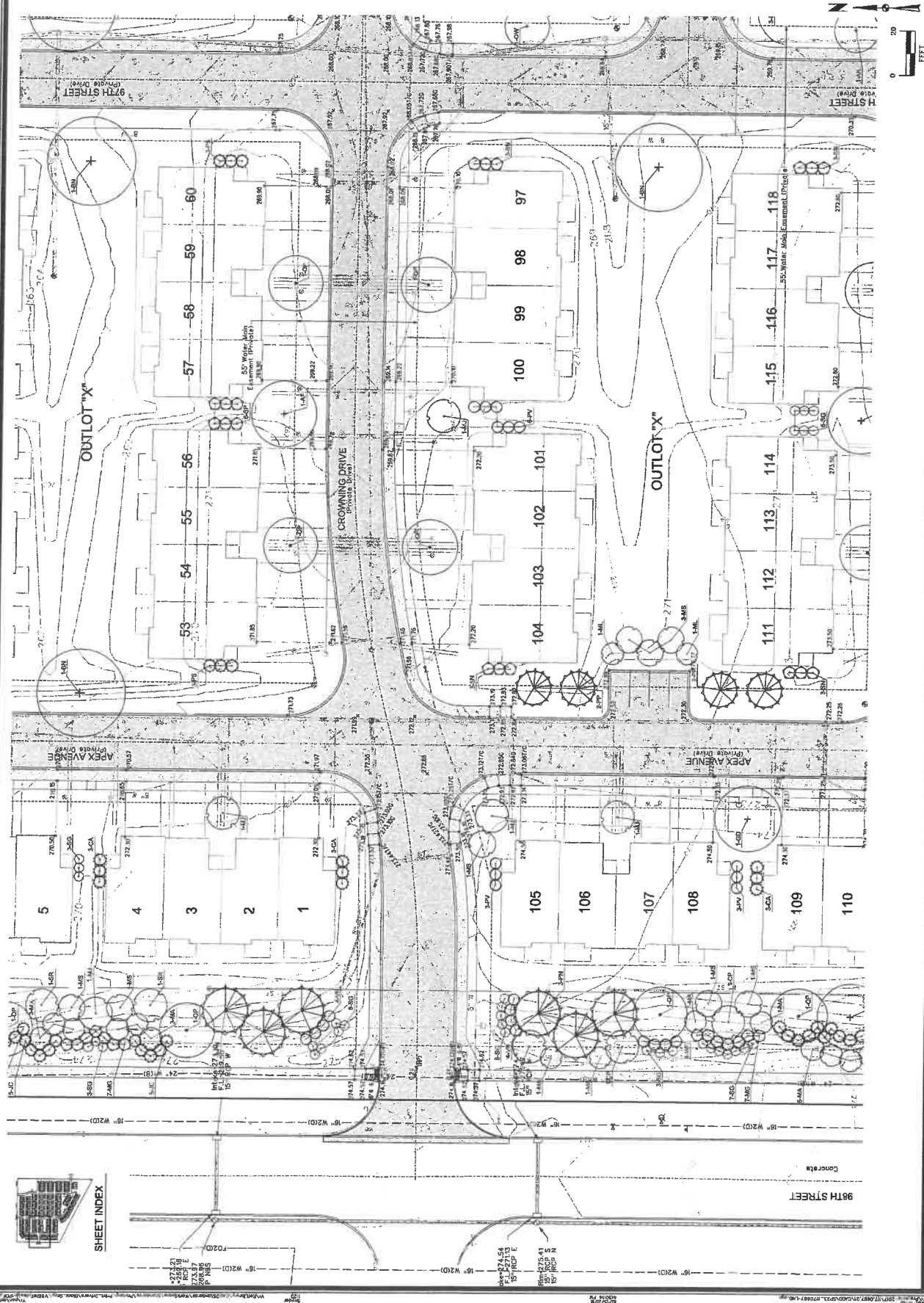
SNYDER & ASSOCIATES, INC.

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ANNEX, IOWA 50223
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DETAILED GRADING AND PLANTING PLAN

COVENANT COVE



SHEET INDEX

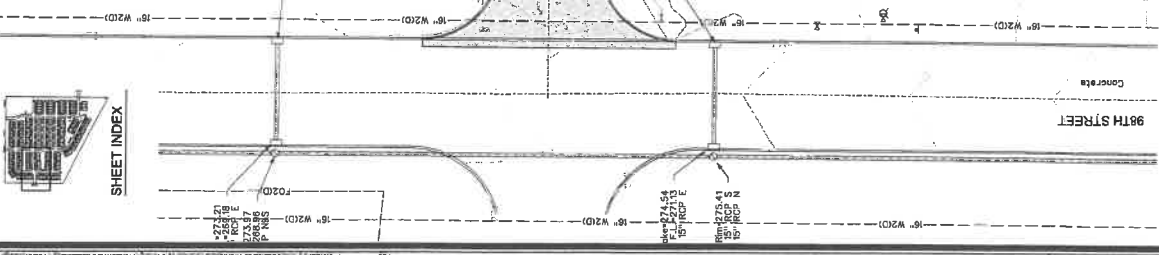
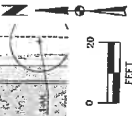
98TH STREET

OUTLOT "X"

OUTLOT "X"

CROWNING DRIVE

97TH STREET



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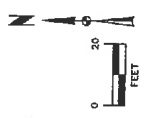
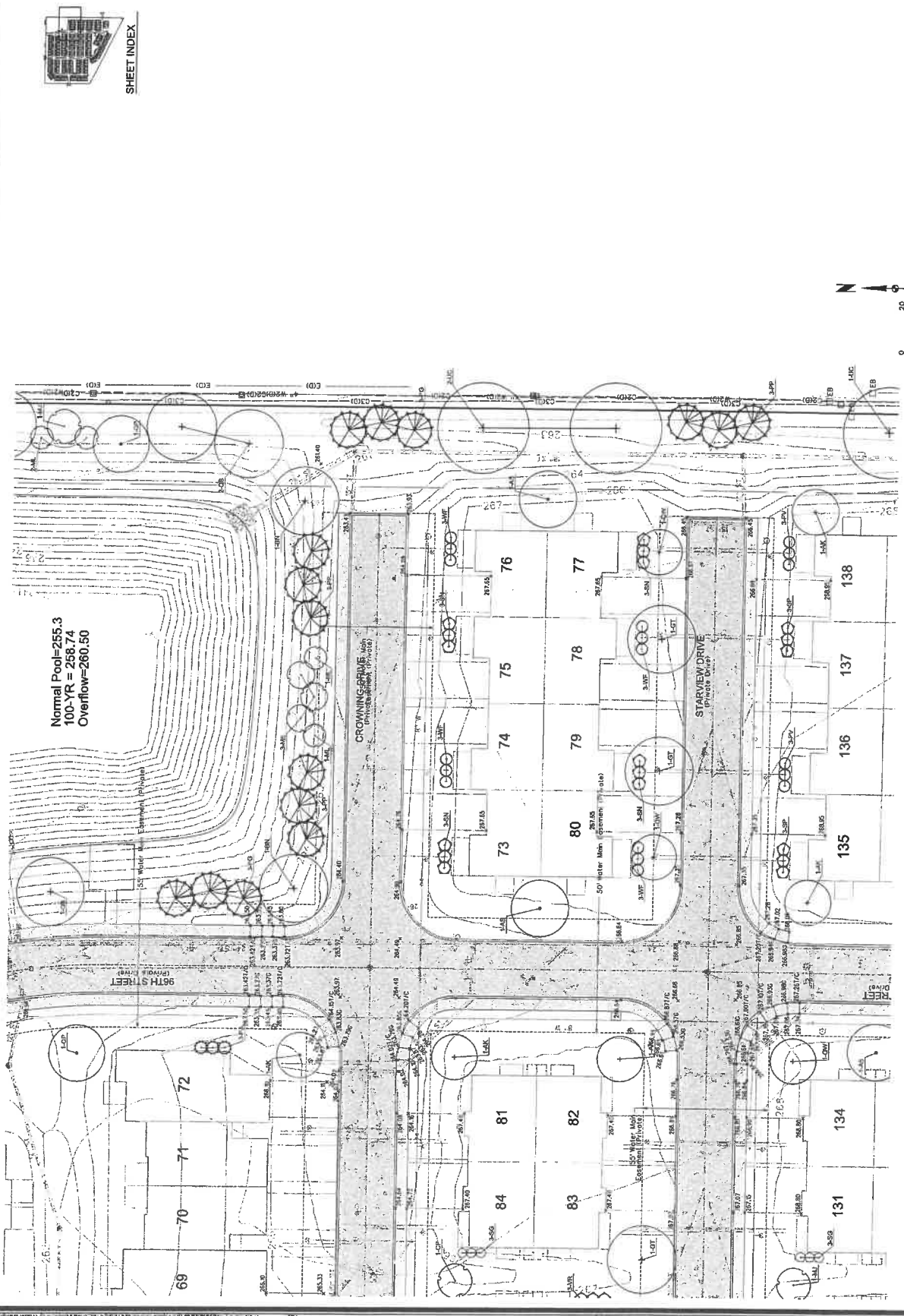
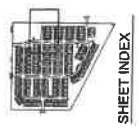
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Project No: 1170697
 Sheet 25 of 30

COVENANT COVE
DETAILED GRADING AND PLANTING PLAN
SNYDER & ASSOCIATES, INC.





Project No: 1170697
Sheet 26 of 30

COVENANT COVER

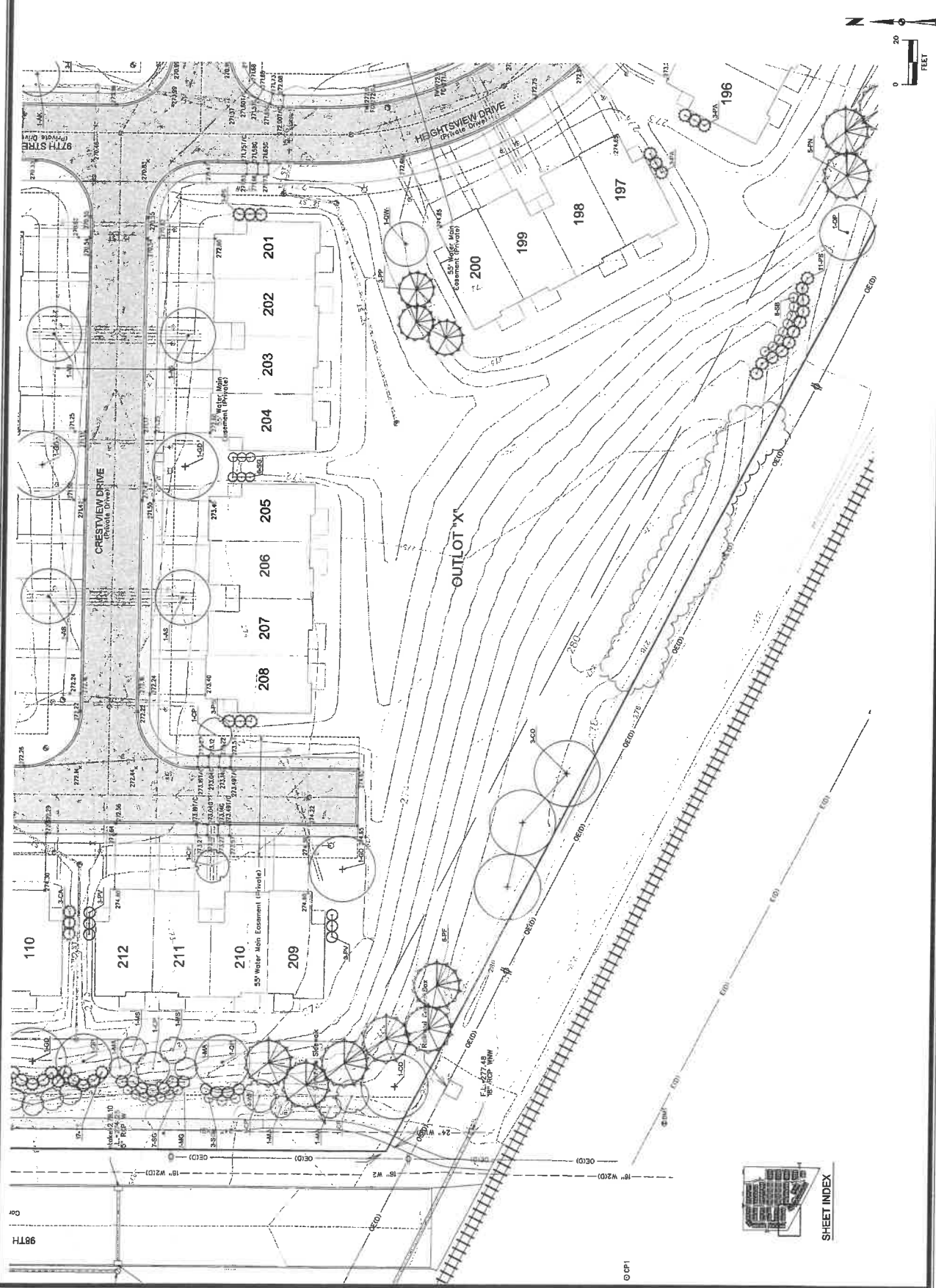
WEST DES MOINES, IOWA
2727 S.W. SNYDER BLVD.
AMENITY, IOWA 50223
515-954-2020 | www.snyder-associates.com

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Scale: 1"=20'

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Date: 9/19/18

Sheet 26 of 30





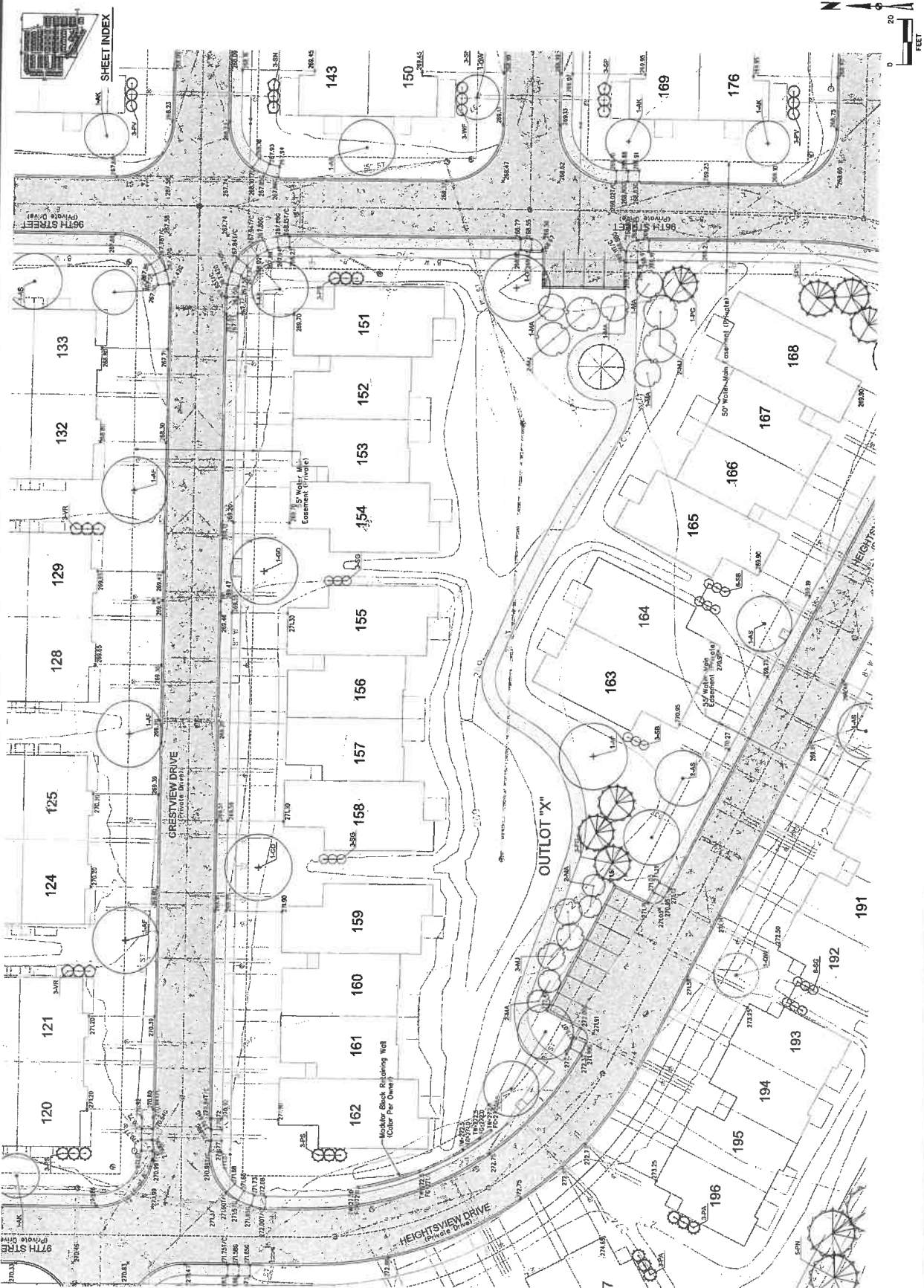
Project No: 1170597
 Sheet 27 of 30

COVENANT COVE
DETAILED GRADING AND PLANTING PLAN

SNYDER & ASSOCIATES, INC.
 2727 S.W. SNYDER BLVD.
 ANKENY, IOWA 50023
 515-964-2020 | www.snyder-associates.com

WEST DES MOINES, IOWA
 Project No: 1170597
 Sheet 27 of 30

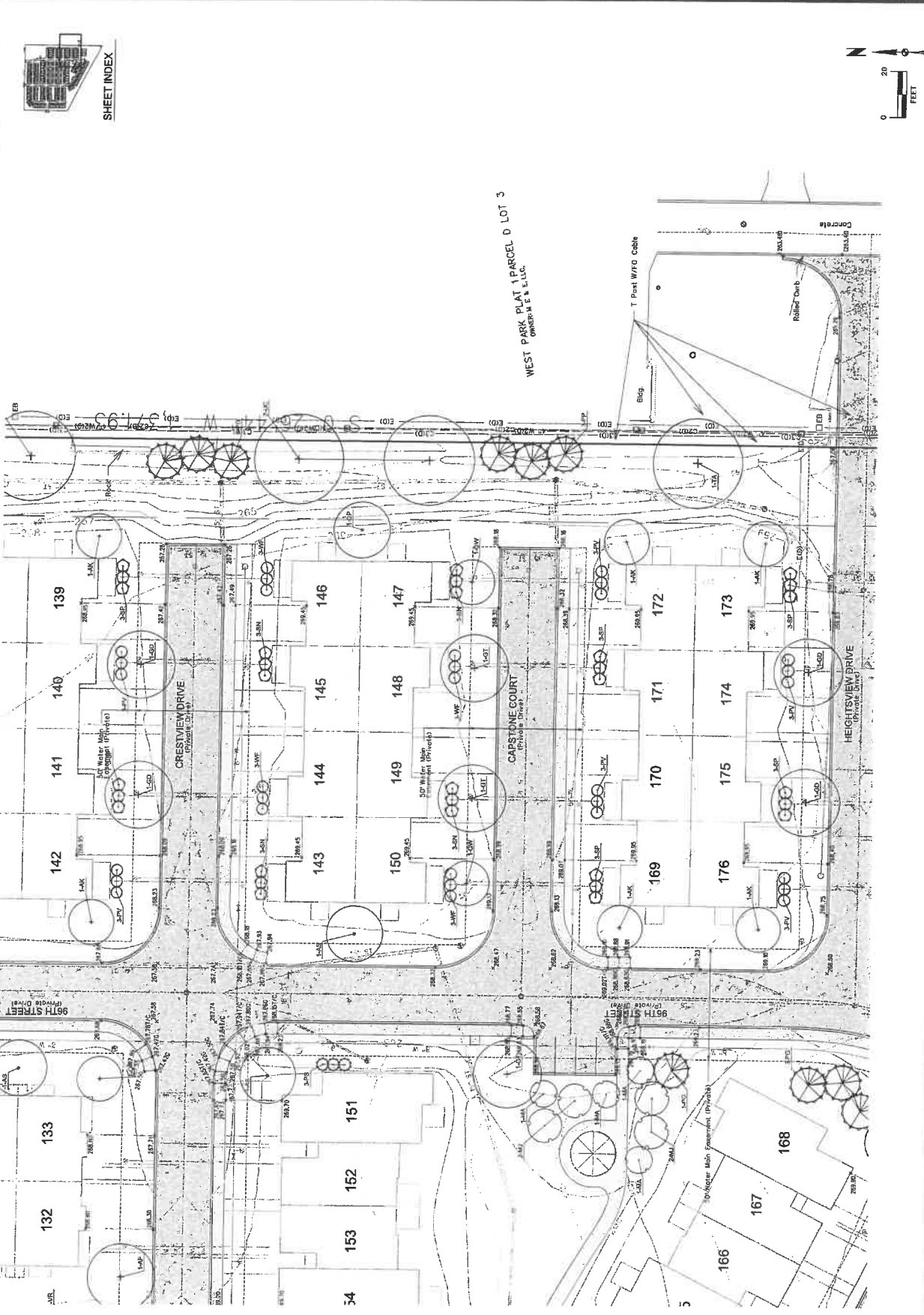
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Project No: 1170697
 2727 S.W. SNYDER BLVD.
 ANKENY, IOWA 50023
 515-964-2020 | www.snyder-associates.com

SNYDER & ASSOCIATES
 Project No: 1170697
 Sheet 28 of 30



Project No:	1170697
Sheet:	28 of 30

WEST DES MOINES, IOWA
 DETAILED GRADING AND PLANTING PLAN
 COVENANT COVE

SNYDER & ASSOCIATES
 Project No: 1170697
 Sheet 28 of 30



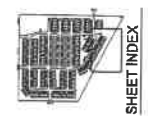
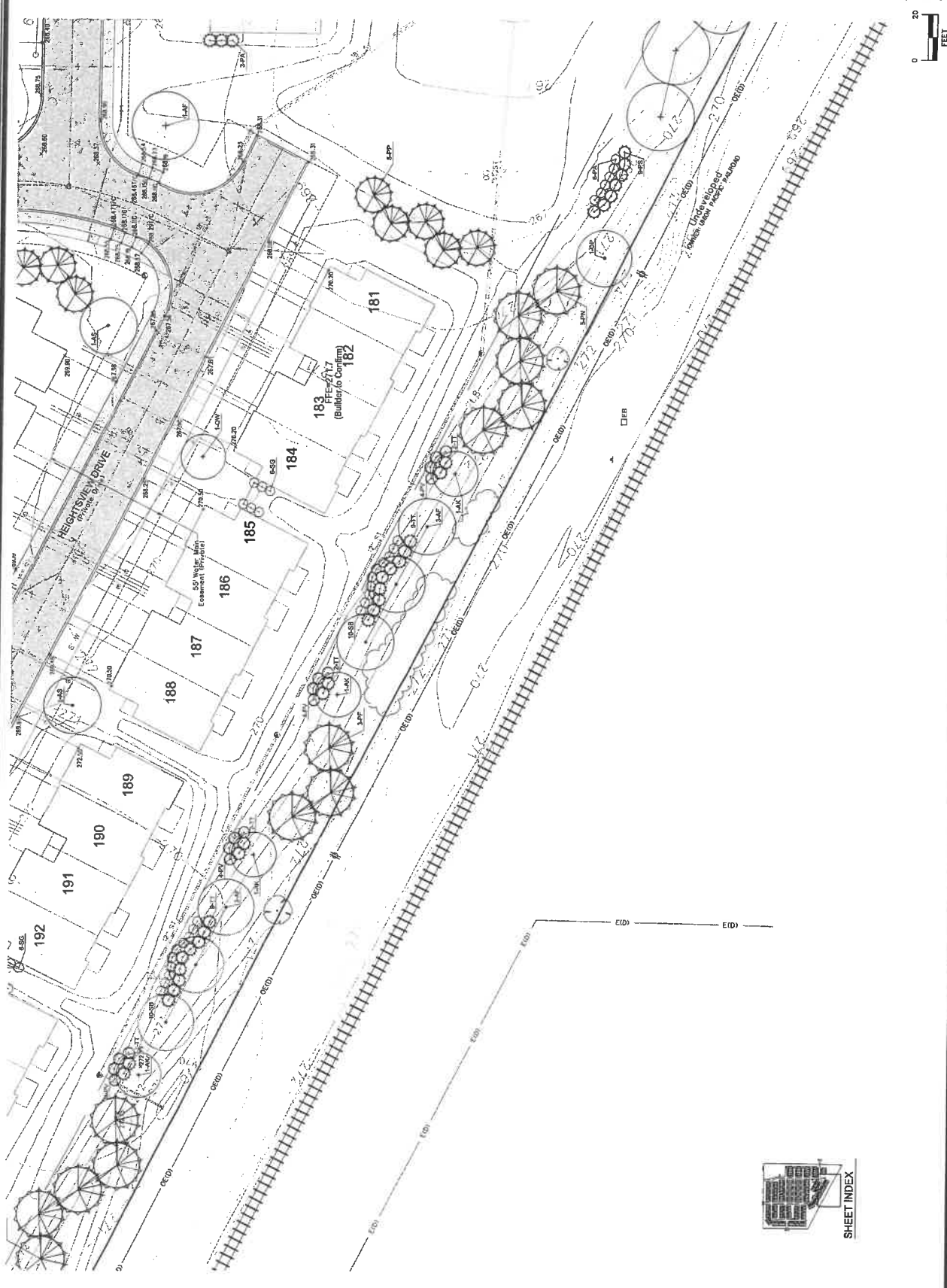
Project No: 1170697
 Sheet 29 of 30

COVENANT COVE
 DETAILED GRADING AND PLANTING PLAN

SNYDER & ASSOCIATES, INC.
 2727 S.W. SNYDER BLVD.
 ANKENY, IOWA 50023
 515-954-2020 | www.snyder-associates.com

DATE	BY	REVISION

Made: _____
 Checked: _____
 Date: _____
 Title: _____
 Scale: _____
 BKC: _____
 CDD: _____
 AMS: _____
 Date: 9/19/18
 Project No: 1170697
 Sheet 29 of 30



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 PHASED SITE PLAN (SP-003849-2018) FOR FOOTINGS AND FOUNDATIONS FOR COVENANT COVE AT THE SOUTHEAST CORNER OF BISHOP DRIVE AND 98TH STREET

WHEREAS, pursuant to the provisions of Title 9, Zoning, of the West Des Moines Municipal Code, Covenant Cove LLC requests a phased site plan (SP-003850-2018) to construct footings and foundations at property located in the southeast corner of Bishop Drive and 98th Street, and legally described as:

West Park Plat 1 Parcel A, B, and C, Lot 3, all being located in part of Government Lots 3, 4, and 6 in Section 3, Township 78 North, Range 26 West of the 5th PM, an official plat now in and forming a part of the City of West Des Moines, Dallas County, Iowa

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

WHEREAS, on October 22, 2018, the Plan and Zoning Commission recommend to the City Council approval of the phased site plan; and

WHEREAS, on October 29, 2018, this City Council held a duly-noticed meeting to consider the application for a phased site plan for the construction of footings and foundations;

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

SECTION 1. The findings, for approval, in the staff report for the site plan, or as amended orally at the City Council meeting on this date, are adopted.

SECTION 2. The Phased Site Plan (SP-003850-2018) to construct footings and foundations 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 October 29, 2018

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson
City Clerk

Exhibit A
CONDITIONS OF APPROVAL

1. That building construction plans have been reviewed by the Development Services Building Division and the Fire Department and the applicant acknowledging and agreeing that no footing and foundations may be constructed without a building permit.
2. The applicant agreeing that no above ground or vertical construction is allowed until such time that the full site plan is approved by the City Council, building construction plans have been reviewed and approved by the Development Services Building Division and Fire Department and building permits have been issued.
3. The applicant acknowledging and agreeing that implementation of footings and foundations is at the applicant's risk. Any changes to the location or design of buildings determined necessary upon further review of the site plan shall be at the applicant's expense with no compensation from the City.

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

DATE: October 29, 2018

ITEM: Veterans Parkway Enhancements Folded Flags, Northeast Corner of SE Browns Woods Drive and Veterans Parkway – Site Plan for site improvements to accommodate folded flag art display – City of West Des Moines – SP-004075-208

RESOLUTION: Approval of Site Plan.

FINANCIAL IMPACT: Undetermined.

BACKGROUND: The City of West Des Moines is requesting Site Plan approval to construct foundations, install electric lines and implement landscaping as part of a folded flag art display to be located at the northeast corner of SE Browns Woods Drive and Veterans Parkway (see Exhibit I, Attachment B – Location Map and Attachment C – Site Plan). The art work itself will be approved through the Art Commission and City Council under separate actions if required.

Plan and Zoning Commission Action:

Vote: 3-0 approval, Commissioners Andersen, Drake, and Southworth absent; Commissioner Erickson Abstained.

Date: October 22, 2018


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

OUTSTANDING ISSUES: There are no outstanding issues.

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

- Applicant's Request
- History
- City Council Subcommittee – *Development and Planning (October 15, 2018)*
- Staff Review and Comments
- Comprehensive Plan Consistency
- Findings
- Staff Recommendation and Conditions of Approval
- Owner/Applicant/Applicant Representative Information

RECOMMENDATION: Based upon the preceding review and a finding of consistency with the goals and policies of the Comprehensive Plan, the Plan and Zoning Commission recommends the City Council adopt a resolution to approve a Site Plan for construction of foundations and site improvements to accommodate folded flag art project on City-owned property at the northeast corner of SE Browns Woods Drive and Veterans Parkway.

Lead Staff Member: Kara Tragesser, AICP 

STAFF REVIEWS

Department Director	
Appropriations/Finance	
Legal	
Agenda Acceptance	

PUBLICATION(S) (if applicable)

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

SUBCOMMITTEE REVIEW (if applicable)

Committee	Development & Planning Subcommittee		
Date Reviewed	October 15, 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 and Zoning Commission Resolution
 - Exhibit A – Conditions of Approval
 - Attachment B - Location Map
 - Attachment C - Site Plan
- Exhibit II - City Council Resolution
 - Exhibit A – Conditions of Approval

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

Meeting Date: October 22, 2018

Item: Veterans Parkway Enhancements Folded Flags, Northeast corner of SE Browns Woods Drive and Veterans Parkway – Site Plan for site improvements to accommodate folded flag art display – City of West Des Moines – SP-004075-2018

Requested Action: Approval of Site Plan 

Case Advisor: Kara Tragesser, AICP

Applicant's Request: The City of West Des Moines is requesting Site Plan approval to construct foundations, install electric lines and implement landscaping as part of a folded flag art display to be located at the northeast corner of SE Browns Woods Drive and Veterans Parkway (see Attachment B – Location Map and Attachment C – Site Plan). The art work itself will be approved through the Art Commission and City Council under separate actions if required.

History: The property is city-owned and was acquired when the City constructed Veterans Parkway and SE Browns Woods Drive. The property is vacant and zoned Medium Density Residential.

City Council Subcommittee: This item was presented to the Development and Planning City Council Subcommittee on October 15, 2018 for information only. No disagreement with the proposal was expressed.

It should be noted that a workshop explaining the project was held as part of the September 18, 2017 City Council meeting, and additionally Council members Trimble and Sandager were provided information on the project as part of a Bravo grant application.

Staff Review and Comment: This request was distributed to other City departments and other agencies for their review and comment.

The proposal by the City is to construct the base or foundation for a folded flag structure on the property illustrated in the Attachment C – Site Plan. The property is owned by the City of West Des Moines as is SE Browns Woods Drive and Veterans Parkway; the significance is that there are no right-of-way lines from which to measure the setback. The project designer has determined the location of the right-of-way line based upon the classification of the streets and the required setback of 35 feet for the Medium Density zoning district was utilized as measured from what would be the right-of-way lines. All bases or foundations are behind this setback line.

The art work itself is proposed to consist of fifteen 12 foot tall folded flags that will be illuminated from within. The ground is proposed to be planted with native plant materials. There is no parking requirement as there are no habitable structures and there will be in excess of 25% of the site devoted to open space. A site plan is required to construct the bases and to place electric utilities on the site. As mentioned above, the art work itself will be approved through the Art Commission and City Council under separate actions if required.

Comprehensive Plan Consistency: The project has been reviewed for consistency with the Comprehensive Plan. Based upon that review, a finding has been made that the proposed project is consistent with the Comprehensive Plan in that the project is consistent with all of the goals and policies of the Comprehensive Plan and the land use map of the Comprehensive Plan.

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

1. The proposed development and use is consistent with the West Des Moines Comprehensive Plan in that the project has been reviewed for consistency with the Comprehensive Plan. Based upon that review, a finding has been made that the proposed project is consistent with the Comprehensive Plan in that the project is consistent with all of the goals and policies of the Comprehensive Plan.

2. The proposed development and use does assure compatibility of property uses within the zone and general area in that this project was reviewed by various City Departments for compliance with the Zoning Ordinance.
3. All applicable standards and conditions have been imposed which protects the public health, safety and welfare in that this project was reviewed by various City Departments and public agencies for compliance with the various state and local regulations. Based upon that review a finding is made that the project has been adequately conditioned to protect the health, welfare and safety of the community.
4. There is adequate on-site and off-site public infrastructure to support the proposed development in that this project was reviewed by various public agencies and City Departments and public utilities to ensure that either the petitioner will construct or the project has been conditioned to construct adequate public infrastructure to serve the development.
5. The proposed development and use has met the requirements contained in the City Code in that this project was reviewed by various City Departments and the project has complied with or has been conditioned to comply with all City Code requirements.
6. The proposed development and use is in keeping with the scale and nature of the surrounding neighborhood in that the proposed project is consistent with the zoning designation and Comprehensive Plan which designates this site as suitable for development such as that proposed by this project.

Staff Recommendation And Conditions Of Approval: Based upon the preceding review and a finding of consistency with the goals and policies of the Comprehensive Plan, staff recommends the Plan and Zoning Commission adopt a resolution recommending the City Council approve the site plan to place foundations, electrical and landscaping to accommodate folded flag art on the site at the northeast corner of SE Browns Woods Drive and Veterans Parkway, subject to the applicant meeting all City Code requirements.

Owner: City of West Des Moines
4200 Mills Civic Parkway
West Des Moines IA 50265

Applicant: Same as owner

Applicant Rep: Marco Alvarez
Parks and Recreation Department
City of West Des Moines IA 50265
515-222-3444
Marco.alvarez@wdm.iowa.gov

ATTACHMENTS:

Attachment A	-	Plan and Zoning Commission Resolution
Attachment B	-	Location Map
Attachment C	-	Site Plan

RESOLUTION NO. PZC-18-070

A RESOLUTION OF THE PLAN AND ZONING COMMISSION OF THE CITY OF WEST DES MOINES, RECOMMENDING TO THE CITY COUNCIL THAT IT APPROVE A SITE PLAN TO CONSTRUCT FOUNDATIONS AND SITE IMPROVEMENTS TO ACCOMMODATE A FOLDED FLAG ART PROJECT ON CITY-OWNED PROPERTY AT THE NORTHEAST CORNER OF SE BROWNS WOODS DRIVE AND VETERANS PARKWAY

WHEREAS, pursuant to the provisions of Title 9 of the West Des Moines Municipal Code, the applicant, the City of West Des Moines, has requested approval for a Site Plan (SP-004075-2018) to construct foundations, install electrical lines, and implement landscaping associated with a folded flag art project;

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

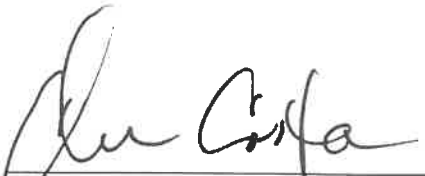
WHEREAS, on October 22, 2018, this Commission held a duly-noticed public meeting to consider the application for a Site Plan;

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


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

SECTION 2. The Site Plan to prepare the site for a folded flag art project is recommended to the City Council for approval, subject to compliance with all the conditions in the staff report including conditions added at the meeting, and attached hereto as Exhibit "A." Violation of any such conditions shall be grounds for revocation of the permit, as well as any other remedy which is available to the City.

PASSED AND ADOPTED on October 22, 2018.

Chris Costa 
Craig Erickson, Chairperson
Plan and Zoning Commission

ATTEST:


Recording Secretary

I HEREBY CERTIFY that the foregoing resolution was duly adopted by the Plan and Zoning Commission of the City of West Des Moines, Iowa, at a regular meeting held on October 22, 2018, by the following vote:

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

ATTEST:

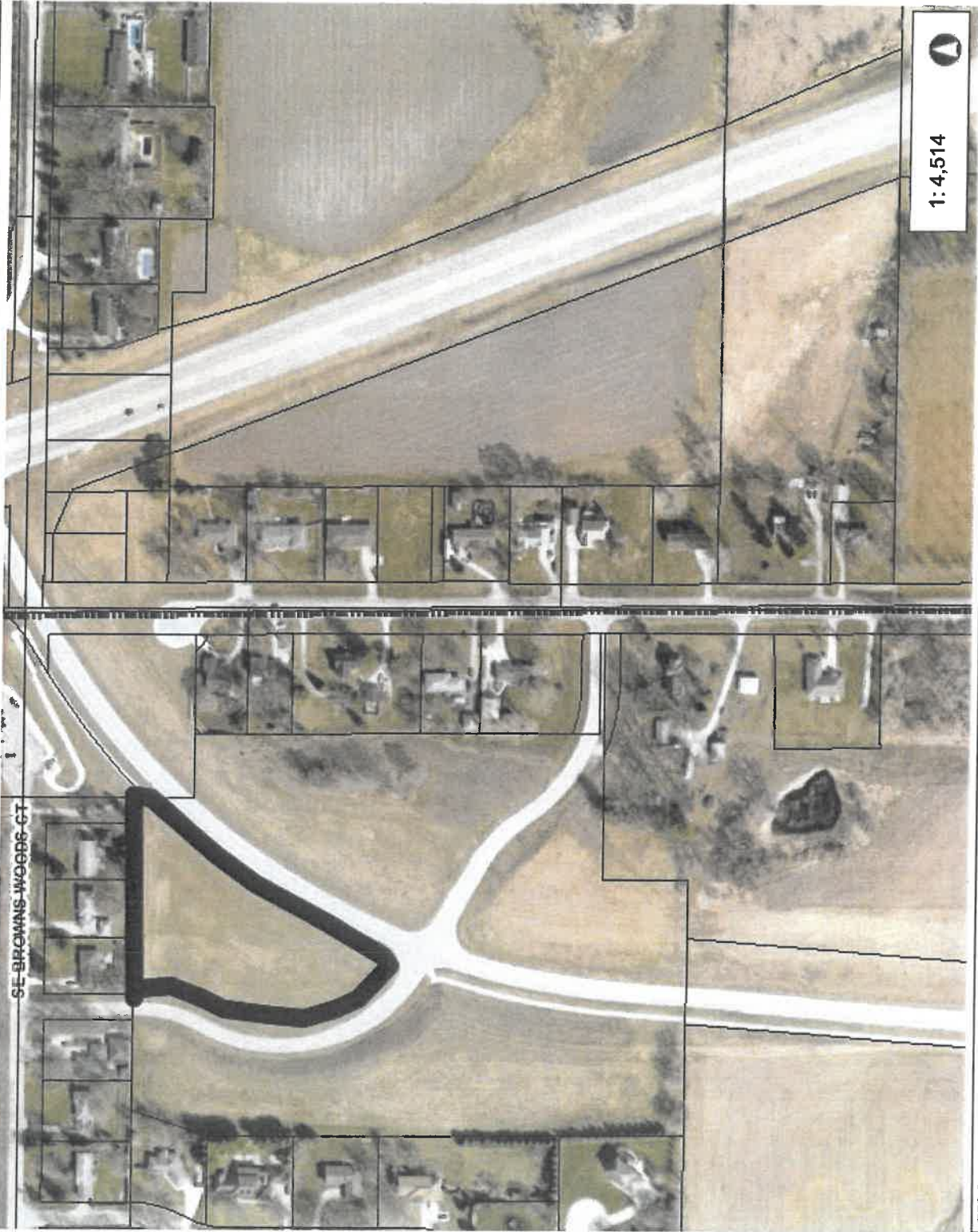

Recording Secretary

Exhibit A
CONDITIONS OF APPROVAL

1. None



Veterans Parkway Enhancement: Folded Flag Structures



752.3

0 376.17 752.3 Feet

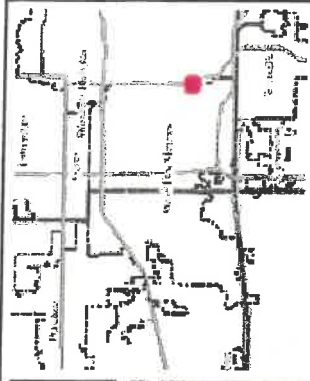
752.3 Feet

1:4,514



Legend

-  Corporate Limits
-  Parcels



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

VETERANS PARKWAY ENHANCEMENTS, FOLDED FLAGS FEATURE WDM PROJECT NO. PR-0510 022 2017 INTERSECTION OF VETERANS PARKWAY AND BROWN'S WOODS DRIVE WEST DES MOINES, IOWA 50266 OCTOBER 5, 2018

SHEET INDEX

- C000 COVER SHEET
- C101 SITE PLAN
- C401 LANDSCAPE PLAN
- C501 ELEVATIONS
- E101 ELECTRICAL PLAN
- S101 FOUNDATION PLAN

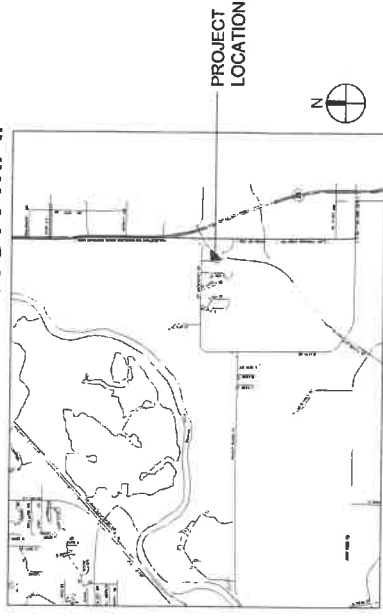
CITY CONTACT INFO

MARCO ALVAREZ
DIRECTOR OF PUBLIC WORKS
CITY OF WEST DES MOINES
(515) 281-3462

UTILITY CONTACTS

MID AMERICAN ENERGY
(515) 281-2810
WESTON GROW
(515) 287-4159
WDM WATER WORKS
(515) 222-5010
MEDIACOM
(515) 281-7646
A T & T CABLE
(515) 248-2252
CENTURYLINK
(515) 844-3398

PROJECT LOCATION MAP



GENERAL NOTES:

1. THE LOCATIONS OF UTILITY MAINS, STRUCTURES AND SERVICE CONNECTIONS SHOWN ON THIS DRAWING ARE APPROXIMATE ONLY AND WERE OBTAINED FROM RECORDS AND FIELD SURVEY. CONTRACTOR SHALL VERIFY THE EXISTENCE, LOCATION, DEPTH, SIZE, AND CONDITION OF ALL UTILITIES PRIOR TO CONSTRUCTION. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF WEST DES MOINES AND THE IOWA UTILITIES BOARD PRIOR TO CONSTRUCTION.
2. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF WEST DES MOINES AND THE IOWA UTILITIES BOARD PRIOR TO CONSTRUCTION.
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SHIVEHATTERY
ARCHITECTURE - ENGINEERS
1100 W. BROADWAY, SUITE 100
DES MOINES, IOWA 50319
(515) 281-3462

VETERANS PARKWAY
ENHANCEMENTS -
FOLDED FLAGS FEATURE
WEST DES MOINES, IA

RECORD DOCUMENT
THESE RECORD DOCUMENTS HAVE BEEN PREPARED
AND APPROVED BY THE ARCHITECT AND ENGINEER
FOR THE PROJECT AND SHALL BE USED AS THE BASIS
FOR THE DESIGN AND CONSTRUCTION OF THE
PROJECT. ANY CHANGES TO THESE RECORD
DOCUMENTS SHALL BE MADE BY THE ARCHITECT
AND ENGINEER AND SHALL BE INDICATED BY
A REVISION TABLE AND A REVISION MARK
ON THE DRAWING. ANY CHANGES MADE
BY OTHERS SHALL BE INDICATED BY A
REVISION MARK AND A REVISION TABLE.

STRUCTURAL ENGINEER

Professional Seal: MARCO ALVAREZ
Professional Seal: ALEX BRADBE
Professional Seal: [Blank]
Professional Seal: [Blank]
Professional Seal: [Blank]

LANDSCAPE ARCHITECT

Professional Seal: [Blank]
Professional Seal: [Blank]
Professional Seal: [Blank]
Professional Seal: [Blank]

ELECTRICAL ENGINEER

Professional Seal: [Blank]
Professional Seal: [Blank]
Professional Seal: [Blank]
Professional Seal: [Blank]

LANDSCAPE ARCHITECT

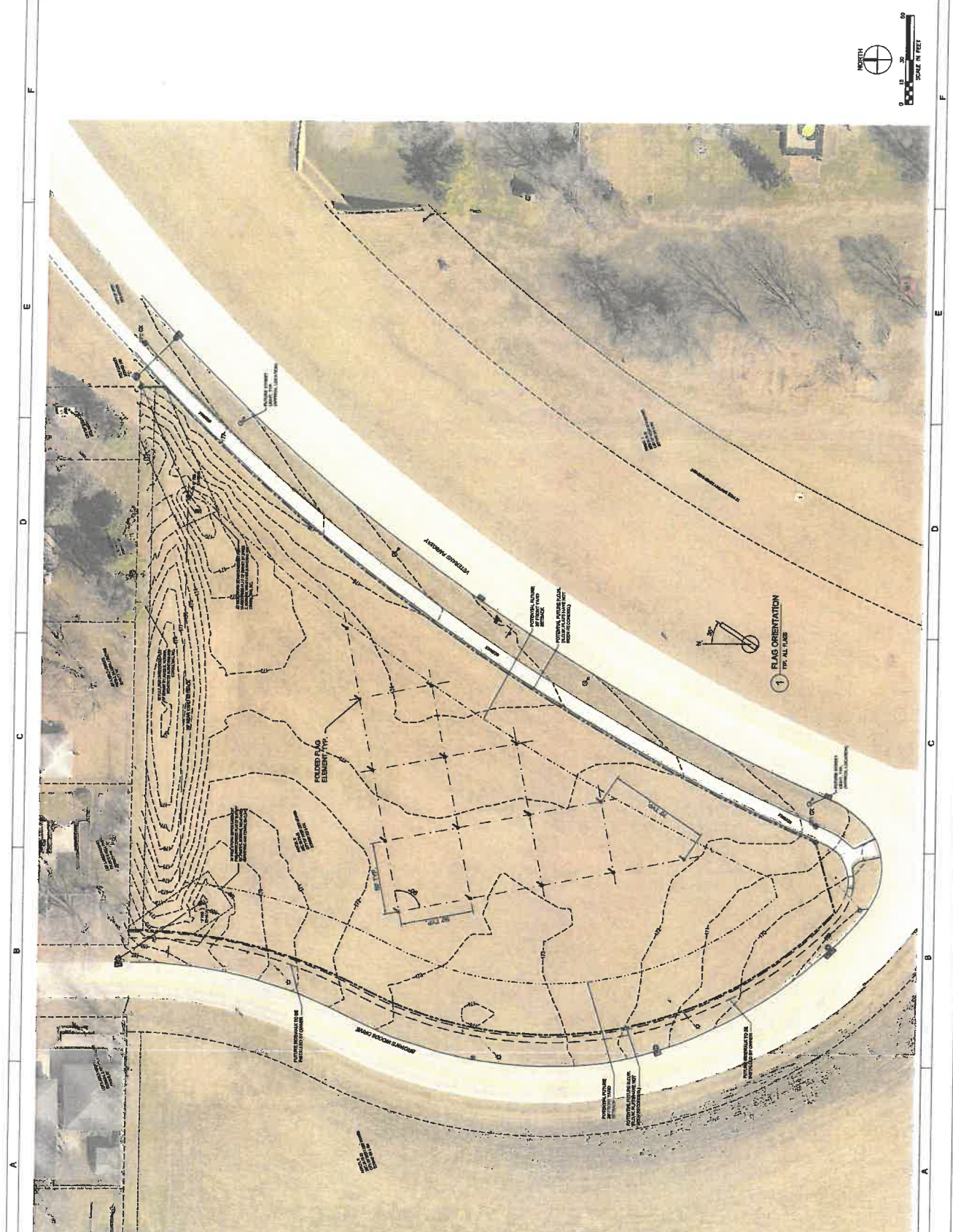
Professional Seal: [Blank]
Professional Seal: [Blank]
Professional Seal: [Blank]
Professional Seal: [Blank]

CLIENT NAME	WEST DES MONIES, IA
FIELD NO.	160218
PROJECT NO.	160218
DATE	10/20/18
ISSUED FOR	CITY SUBMITTAL
APPROVED	CRS
DRAWN	JOB

**PRELIMINARY
- NOT FOR
CONSTRUCTION**

**VETERANS PARKWAY
ENHANCEMENTS -
FOLDED FLAGS FEATURE**

SHIVHATTERY
ARCHITECTURAL ENGINEERING
9155 WYOMING DRIVE, SUITE 100 | WEST DES MONIES, IOWA 52795
563.223.8154 | FAX 563.223.0822 | WWW.SHIVHATTERY.COM
IOWA | ILLINOIS | INDIANA



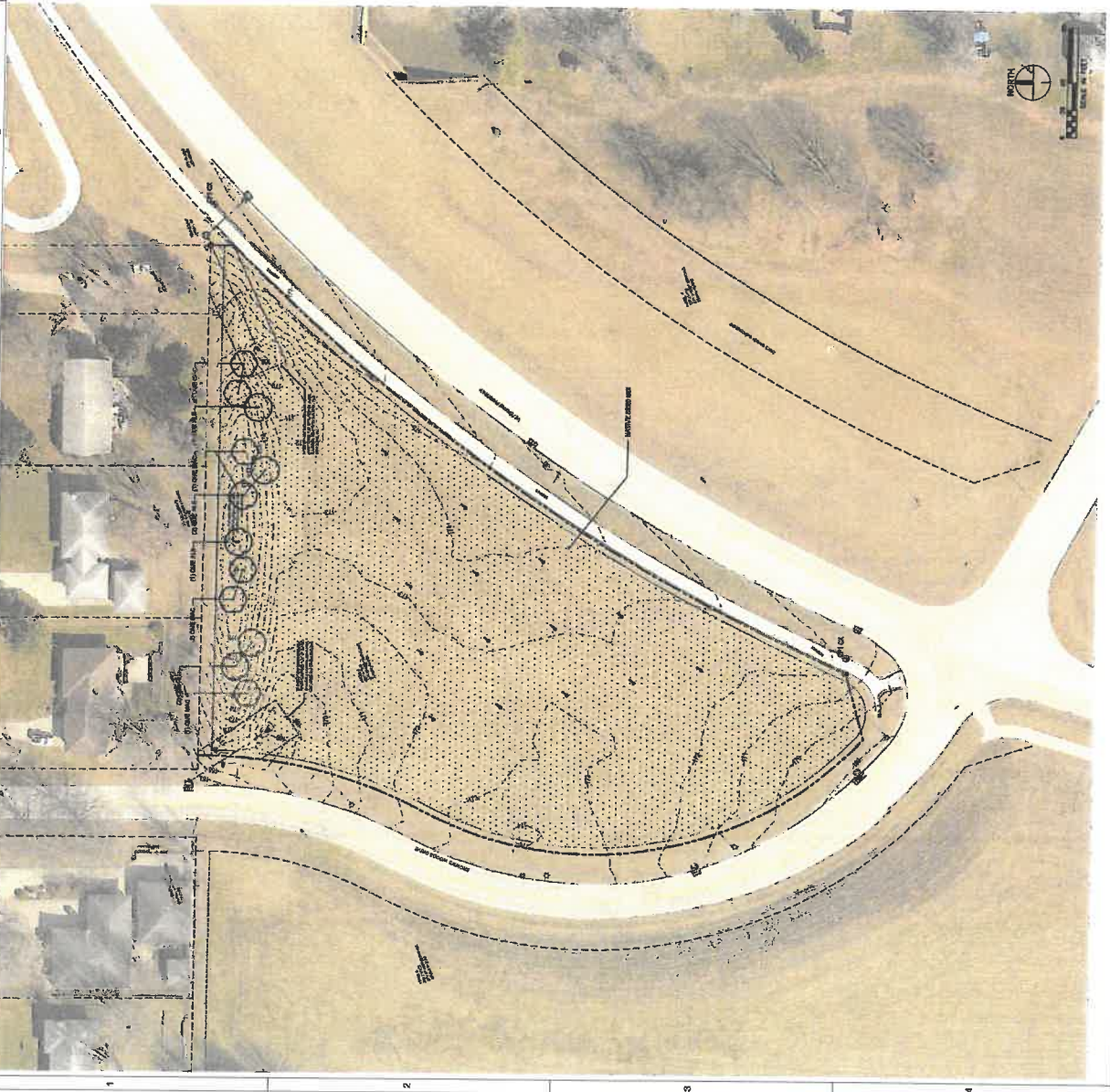
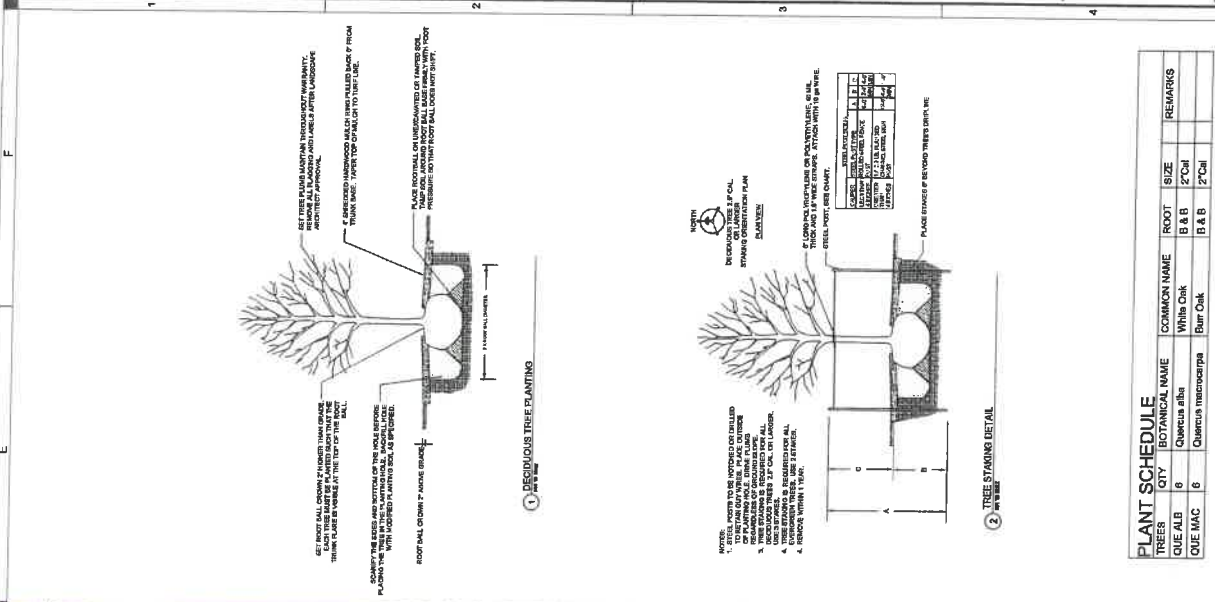
Project: Veterans Parkway Enhancements - Folded Flags Feature
Scale: 1" = 30'-0"

VETERANS PARKWAY -
 ENHANCEMENTS -
 FOLDED FLAGS FEATURE
 WEST DES MOINES, IA

PRELIMINARY
 - NOT FOR
 CONSTRUCTION

CLIENT NO.: PRS101022 2017
 FIELD BOOK: -
 PROJECT NO.: 616485A
 DATE: 10/29/19
 ISSUED FOR: CITY SUBMITTAL
 APPROVER: CBE
 DRAWN: JRM

LANDSCAPE PLAN
 C401



PLANT SCHEDULE

TREE	CITY	BOTANICAL NAME	COMMON NAME	ROOT SIZE	REMARKS
QUE ALB	6	Quercus alba	White Oak	B & B	2' Cal
QUE MAC	6	Quercus macrocarpa	Burr Oak	B & B	2' Cal

1. DECIDUOUS TREE PLANTING
 2. TREE STAKING DETAIL

NOTE:
 1. ALL TREE PLANTS TO BE INSTALLED ON DELIVERED OR EXISTING GRASS OR SOFT PLOWED SURFACE.
 2. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE CITY OF WEST DES MOINES PLANTING SPECIFICATIONS.
 3. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE CITY OF WEST DES MOINES PLANTING SPECIFICATIONS.
 4. TREE STAKES TO BE REMOVED FOR ALL PLANTING.
 5. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE CITY OF WEST DES MOINES PLANTING SPECIFICATIONS.

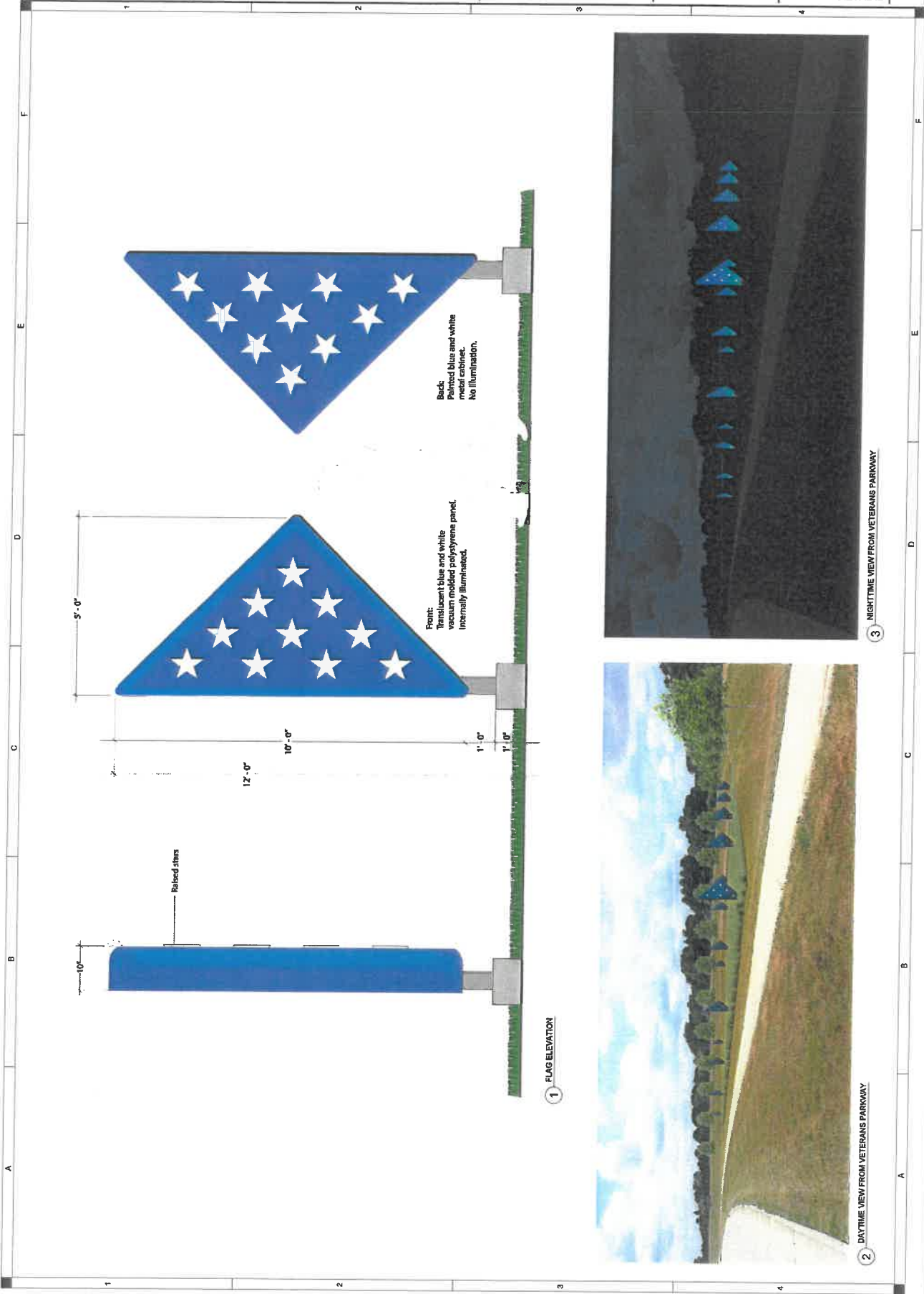
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CLIENT NO.	PA016022 2017
FIELD BOOK	
PROJECT NO.	1162018
DATE	10/20/18
ISSUED FOR	CITY SUBMITTAL
APPROVED	CBE
DRAWN	JRN



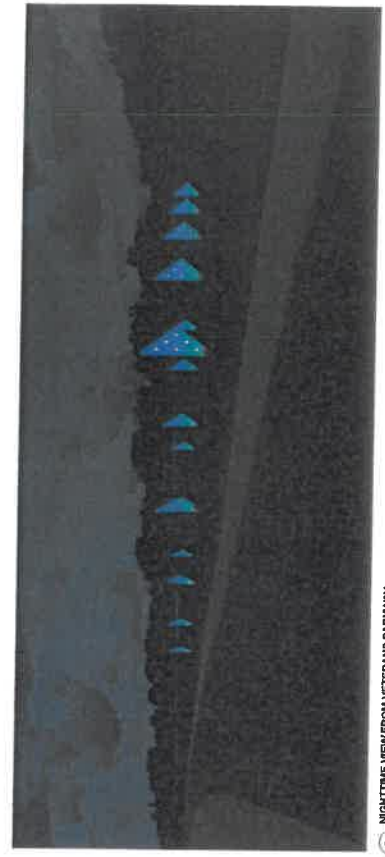
Back: Painted blue and white metal cabinet. No illumination.

Front: Translucent blue and white vacuum molded polystyrene panel. Internally illuminated.

1 FLAG ELEVATION



2 DAYTIME VIEW FROM VETERANS PARKWAY



3 NIGHTTIME VIEW FROM VETERANS PARKWAY

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

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, APPROVING THE SITE PLAN (SP-004075-2018) TO CONSTRUCT FOUNDATIONS AND SITE IMPROVEMENTS TO ACCOMMODATE A FOLDED FLAG ART PROJECT ON CITY-OWNED PROPERTY AT THE NORTHEAST CORNER OF SE BROWNS WOODS DRIVE AND VETERANS PARKWAY

WHEREAS, pursuant to the provisions of Title 9, Zoning, Chapter 1 et seq, of the West Des Moines Municipal Code, the City of West Des Moines requests site plan approval to construct foundations and site improvements to accommodate a folded flag art project on City-owned property at the northeast corner of SE Browns Woods Drive and Veterans Parkway;

Legal Description of Property

That part of the NE 1/4 of the NW 1/4 of Section 26, Township 78 North, Range 25 West of the 5th P.M., Polk County, Iowa, described as follows: Beginning at a point 975.44 feet West and 215 feet South of the NE 1/4 corner of said NW 1/4 of Section 26 (said point being 59.2 feet West of the SE 1/4 corner of Lot 7, Abild Heights); thence East along the South line of Abild Heights for a distance of 610.2 feet to the SE corner of Lot F, Abild Heights; thence South 110 feet; thence East 123.54 feet; thence South along a line parallel to the East line of said NE 1/4 of Section 26 for a distance of 780.5 feet; thence East 241.7 feet; thence South 8.4 feet; thence West 528 feet; thence South 160.5 feet; thence West along a line 1266 feet South of and parallel to the North line of said Section 26 for a distance of 497.44 feet; thence North 00° 42', West 900 feet; thence North 17° 48' East, 157.5 feet to the point of beginning.

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 October 22, 2018, the Plan and Zoning Commission recommend to the City Council approval of the Site Plan; and

WHEREAS, on October 29, 2018, this City Council held a duly-noticed meeting to consider the application for a Site Plan;

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

SECTION 1. The findings, for approval, in the staff report for the site plan, or as amended orally at the City Council meeting on this date, are adopted.

SECTION 2. The Site Plan (SP-004075-2018) to construct foundations and site improvements to accommodate a folded flag art project 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 October 29, 2018

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson
City Clerk

EXHIBIT "A"
CONDITIONS OF APPROVAL

None.

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

Date: October 29, 2018

ITEM: Hy-Vee Fast & Fresh, 425 S. Jordan Creek Parkway – Approval of a Plat-of-Survey – Hurd Parkway, LLC - POS-004010-2018

RESOLUTION: Approval and Release of Plat-of-Survey

FINANCIAL IMPACT: Undetermined.

BACKGROUND: The applicant, Hy-Vee, Inc., in association with the property owner, Hurd Parkway, LLC, is requesting approval of a Plat-of-Survey to allow for the transfer of ownership of the parcel. The transfer of ownership will allow for the development of a proposed 6,500 square foot convenience store with gas pumps within the Parkways development on the northwest corner of S. Jordan Creek Parkway and Mills Civic Parkway. Staff is currently reviewing the site plan for the proposed building. The lot created by the Plat of Survey will include the proposed building, gas pumps and the associated parking.

CITY COUNCIL SUBCOMMITTEE: This request was presented to the Development and Planning City Council Subcommittee as an informational item only at their meeting on August 6, 2018. There was no discussion on the project.

OUTSTANDING ISSUES: There are no outstanding issues. Staff would note the following:

- *Easements:* There is a sanitary sewer easement and private water main easement to be established along the west side of the proposed plat of survey area. The water main and sanitary sewer mains located within these easements will serve this parcel.

COMPREHENSIVE PLAN CONSISTENCY: The project has been reviewed for consistency with the Comprehensive Plan. Based upon that review, a finding has been made that the proposed project is consistent with the Comprehensive Plan in that the project is consistent with all the goals and policies of the Comprehensive Plan and the land use map of the Comprehensive Plan.

RECOMMENDATION: Based upon the preceding review and a finding of consistency with the goals and policies of the Comprehensive Plan, staff recommends the City Council approve the Plat-of-Survey to create a parcel for the transfer of ownership to accommodate future construction of a convenience store, subject to the applicant complying with all applicable City Code requirements and the following.

1. The applicant agreeing that when the remainder of Lot 4 of The Parkways final plat is further subdivided and replatted in the future, the parcel created with this plat of survey (Parcel #18-111) shall be incorporated into the replat to create a more easily definable lot.

Lead Staff Member: Brian Portz *BP*

Staff Reviews:

Department Director	<i>JP</i>
Appropriations/Finance	<i>BP</i>
Legal	<i>BP</i>
Agenda Acceptance	<i>BP</i>

PUBLICATION(S) (if applicable)

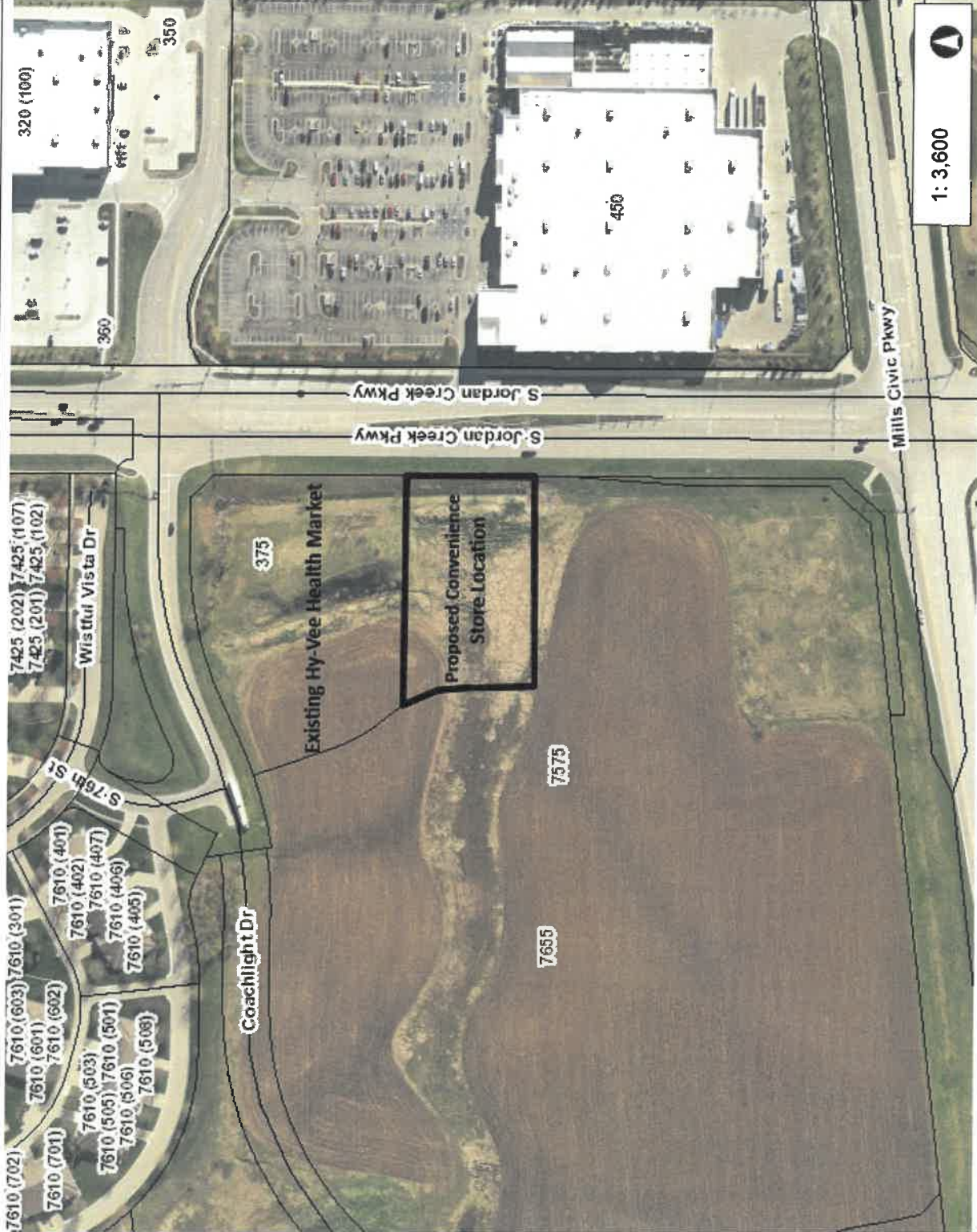
Published In	n/a
Date(s) Published	n/a
Letter sent to surrounding property owners	n/a

SUBCOMMITTEE REVIEW (if applicable)

Committee	Development & Planning		
Date Reviewed	August 6, 2018		
Recommendation	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Split <input type="checkbox"/>

ATTACHMENTS:

- Exhibit I - Location Map
- Exhibit II - Plat-of-Survey
- Exhibit III - Resolution: Approval and Release of Plat-of-Survey



1: 3,600



Disclaimer: The City of West Des Moines makes no warranties regarding the accuracy or completeness of the data provided herein.

THIS MAP IS NOT TO BE USED FOR NAVIGATION



Legend

- Addresses
- Corporate Limits
- Parcels

INDEX LEGEND
 LOCATION : S 1/2, NE 1/4, SEC 14, T-78-N, R-28-W
 DALLAS COUNTY, IOWA
 REQUESTOR : HURD PARKWAY, LLC
 PROPRIETOR : HURD PARKWAY, LLC
 SURVEYOR : MURRAY B. BERTING
 COMPANY : SHIVE-HATTERY
 RETURN TO : 4125 WESTOWN PARKWAY, SUITE 100
 WEST DES MOINES, IA 50266

PLAT OF SURVEY

ORIGINAL PROPERTY OWNER	INTENDED PROPERTY OWNER	SURVEYOR
HURD PARKWAY, LLC ATTN: RICHARD HURD 2000 FULLER ROAD WEST DES MOINES, IA 50265	HURD PARKWAY, LLC ATTN: RICHARD HURD 2000 FULLER ROAD WEST DES MOINES, IA 50265	SHIVE-HATTERY, INC. ATTN: MURRAY BERTING 4125 WESTOWN PARKWAY WEST DES MOINES, IA 50266 PHONE: 515-223-8104
COMPREHENSIVE LAND USE		ZONING
EXISTING: LOTS 4-5: COMMUNITY COMMERCIAL		EXISTING: THE PARKWAYS SPECIFIC PLAN WITH AN UNDERLYING ZONING OF COMMUNITY COMMERCIAL
ADJOINING LAND OWNERS		
LOTS 1-2, 4-5: HURD PARKWAY, LLC LOT 3: IMT INSURANCE COMPANY OUTLOTS X-Y: HURD PARKWAY, LLC LOTS A-D: CITY OF WEST DES MOINES		

THIS SPACE RESERVED FOR RECORDERS USE

LEGAL DESCRIPTION
 A PART OF LOT 4 THE PARKWAYS, AN OFFICIAL PLAT INCLUDED IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 5 THE PARKWAYS, AN OFFICIAL PLAT, WEST DES MOINES, DALLAS COUNTY, IOWA;
 THENCE ALONG THE EAST LINE OF LOT 4 THE PARKWAYS SOUTH 00°34'53" WEST, A DISTANCE OF 238.77 FEET;
 THENCE NORTH 89°25'07" WEST, A DISTANCE OF 314.97 FEET;
 THENCE NORTH 00°34'53" EAST, A DISTANCE OF 119.73 FEET TO A CURVE CONCAVE SOUTHWESTERLY WITH A RADIUS OF 220.00 FEET;
 THENCE ALONG SAID CURVE A DISTANCE OF 125.77 FEET, SAID CURVE HAVING A BEARING OF NORTH 15°47'48" WEST, A CHORD LENGTH OF 124.07 FEET, AND A DELTA OF 32°45'22" TO THE SOUTHWEST CORNER OF SAID LOT 5;
 THENCE SOUTH 89°25'07" EAST, A DISTANCE OF 349.96 FEET ALONG THE SOUTH LINE OF SAID LOT 5 TO THE POINT-OF-BEGINNING.

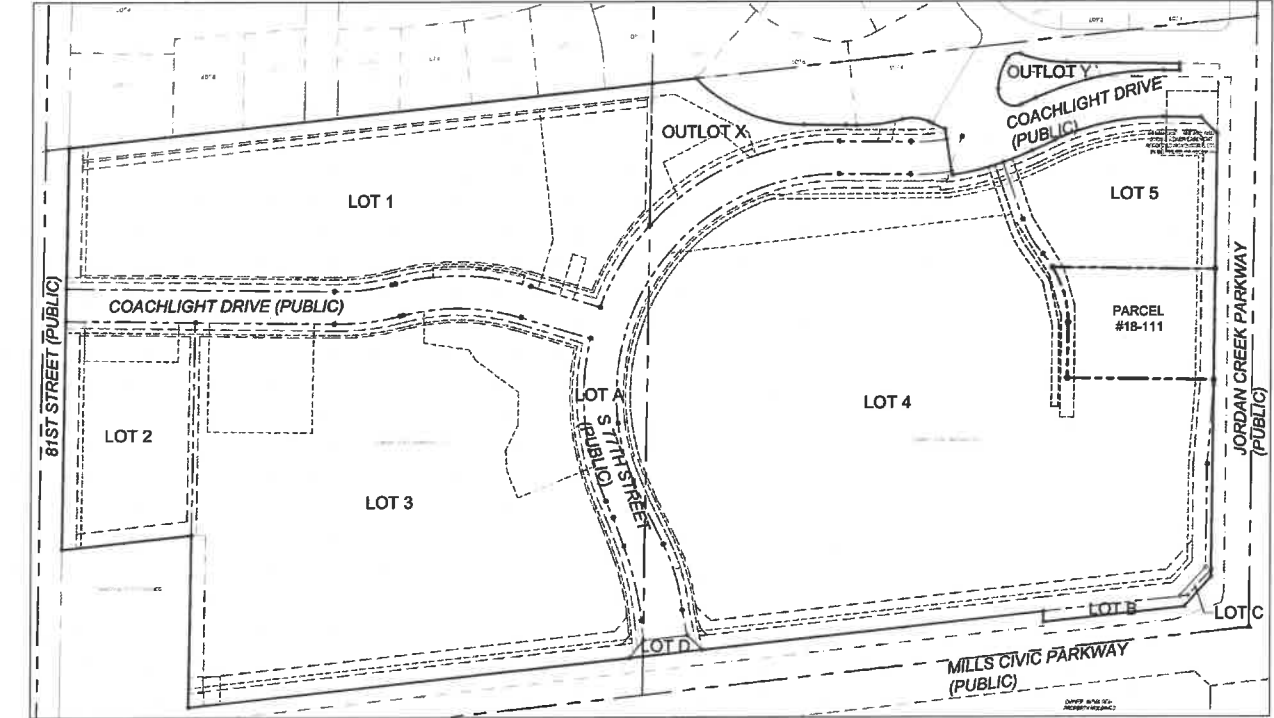
CONTAINING 78,546 SQ. FT. OR 1.757 ACRES, MORE OR LESS.

BENCHMARKS
 WDM BENCHMARK #35 - INTERSECTION OF MILLS CIVIC PARKWAY (335TH STREET, DALLAS COUNTY) AND SOUTH 88TH STREET (X AVENUE, DALLAS COUNTY), NORTHEAST CORNER OF INTERSECTION, 206 FEET EAST OF CENTERLINE OF SOUTH 88TH STREET, 49 FEET NORTH OF THE CENTERLINE OF MILLS CIVIC PARKWAY, 2 FEET SOUTH OF THE FENCE LINE. STANDARD BENCHMARK
 ELEVATION = 219.04 CITY DATUM (993.05 NAVD88)
 WDM BENCHMARK #124 - INTERSECTION OF JORDAN CREEK PARKWAY AND MILLS CIVIC PARKWAY, 169 ± FEET EAST OF THE WEST END OF MEDIAN, IN THE CENTER OF 6 FEET GRASS MEDIAN IN MILLS CIVIC PARKWAY, 17 ± FEET WEST OF THE ANGLE POINT IN THE CURB FOR THE WESTBOUND TURN LANE. STANDARD BENCHMARK
 ELEVATION = 203.65 CITY DATUM (977.66 NAVD88)

FLOOD PLAIN NOTE
 ACCORDING TO THE FLOOD INSURANCE RATE MAP - PANEL NUMBERS 1902310007C, 1902310008C, 1902310013C, AND 1902310014C PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY AND WITH AN EFFECTIVE DATE OF FEBRUARY 16, 2008. THIS SITE APPEARS TO BE LOCATED IN ZONE "X" (AREAS TO BE OUTSIDE 500 YEAR FLOOD PLAIN), TO THE BEST OF MY KNOWLEDGE AND BELIEF. THE SURVEYOR UTILIZED THE ABOVE REFERENCED FLOODPLAIN PANEL FOR THIS DETERMINATION; FURTHERMORE, THE SURVEYOR DOES NOT CERTIFY THAT REVISED FLOODPLAIN INFORMATION HAS NOT BEEN PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY OR SOME OTHER SOURCE.



VICINITY MAP
1" = 200'

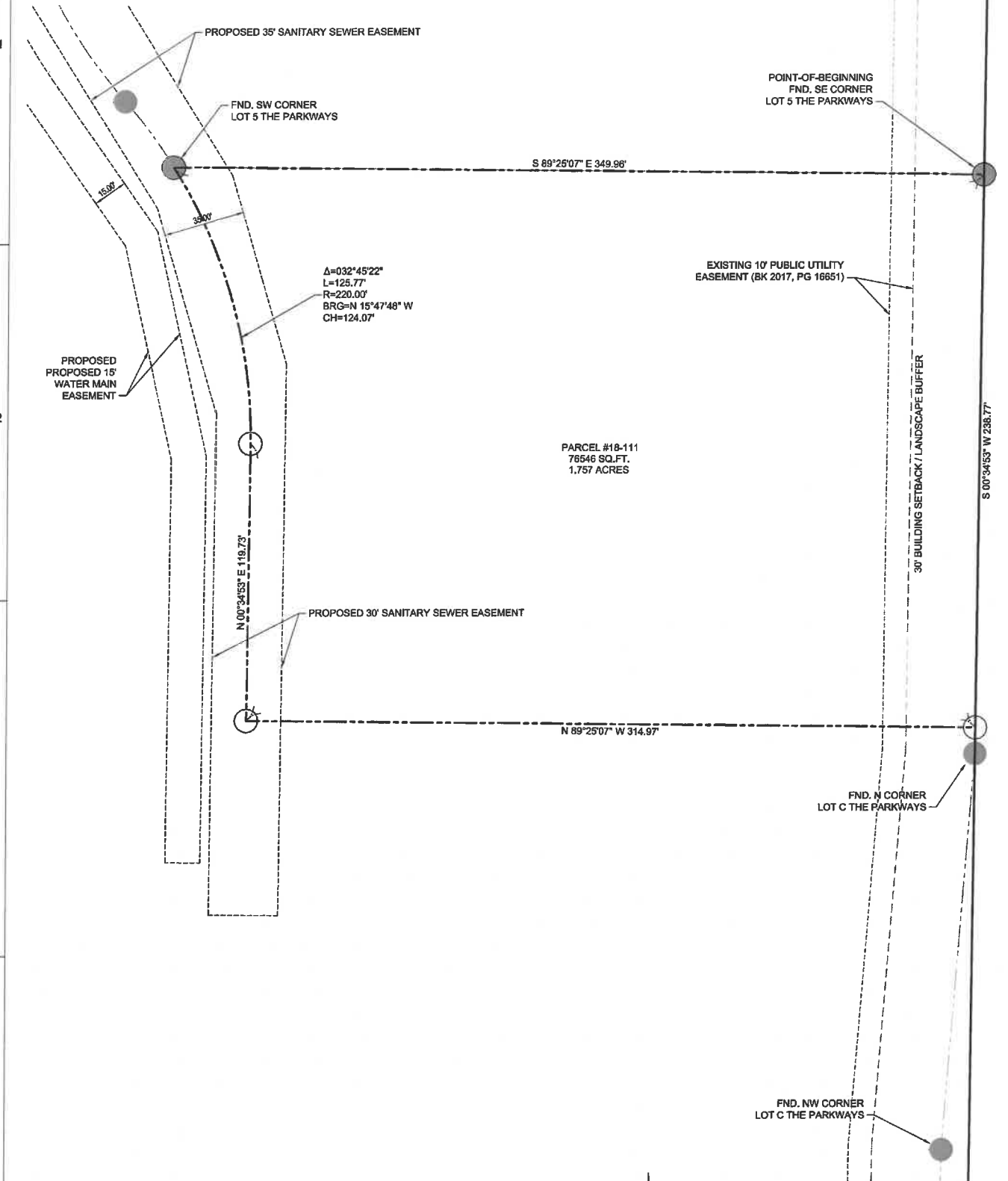


VICINITY MAP
1" = 200'

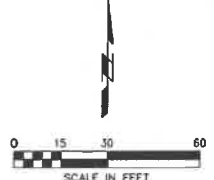
NOTES
 ALL BEARINGS ARE BASED ON AN ASSUMED MERIDIAN FOR COMPUTATION PURPOSES. THE BASIS OF BEARING FOR THIS DESCRIPTION, ASSUMED THE SOUTH LINE OF THE NORTHEAST QUARTER (NE1/4) OF SECTION 14, TOWNSHIP 78 NORTH, RANGE 28 WEST OF THE 5TH PRINCIPAL MERIDIAN AS NORTH 83°41'21" EAST.
 I, MURRAY BERTING, A LICENSED LAND SURVEY IN THE STATE OF IOWA, CERTIFY THAT THE ERROR OF CLOSURE IS WITHIN THE ALLOWABLE LIMITS OF 1:10,000 FOR THE PLAT BOUNDARY AND 1:5,000 FOR INDIVIDUAL LOTS. THE ERROR OF CLOSURE FOR PARCEL #18-111 BOUNDARY IS 1:159,375.



I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.
 SIGNATURE: MURRAY B. BERTING
 DATE: 08/22/2018 LICENSE NUMBER: 13148
 MY LICENSE RENEWAL DATE IS: DECEMBER 31, 2019
 PAGES, SHEETS OR DIVISIONS COVERED BY THIS SEAL: THIS SHEET



LEGEND:
 ● FOUND PROPERTY CORNER (AS NOTED)
 ○ SET 5/8" IRON ROD WITH YELLOW CAP #13148
 ▲ FOUND SECTION CORNER MONUMENT (AS NOTED)
 ——— PROPERTY LINE
 - - - - - LOT LINE
 - - - - - ADJACENT PROP. LINE
 - - - - - SECTION LINE
 - - - - - ADJACENT RIGHT-OF-WAY
 - - - - - EASEMENT LINES



PLAT OF SURVEY
 PARCEL 18-111

PRELIMINARY
 - NOT FOR
 CONSTRUCTION

DRAWN: KAS
 APPROVED: MBB
 ISSUED FOR: CITY SUBMITTAL
 DATE: 08/22/2018
 PROJECT NO.: 4171851
 FIELD BOOK:
 CLIENT NO.:

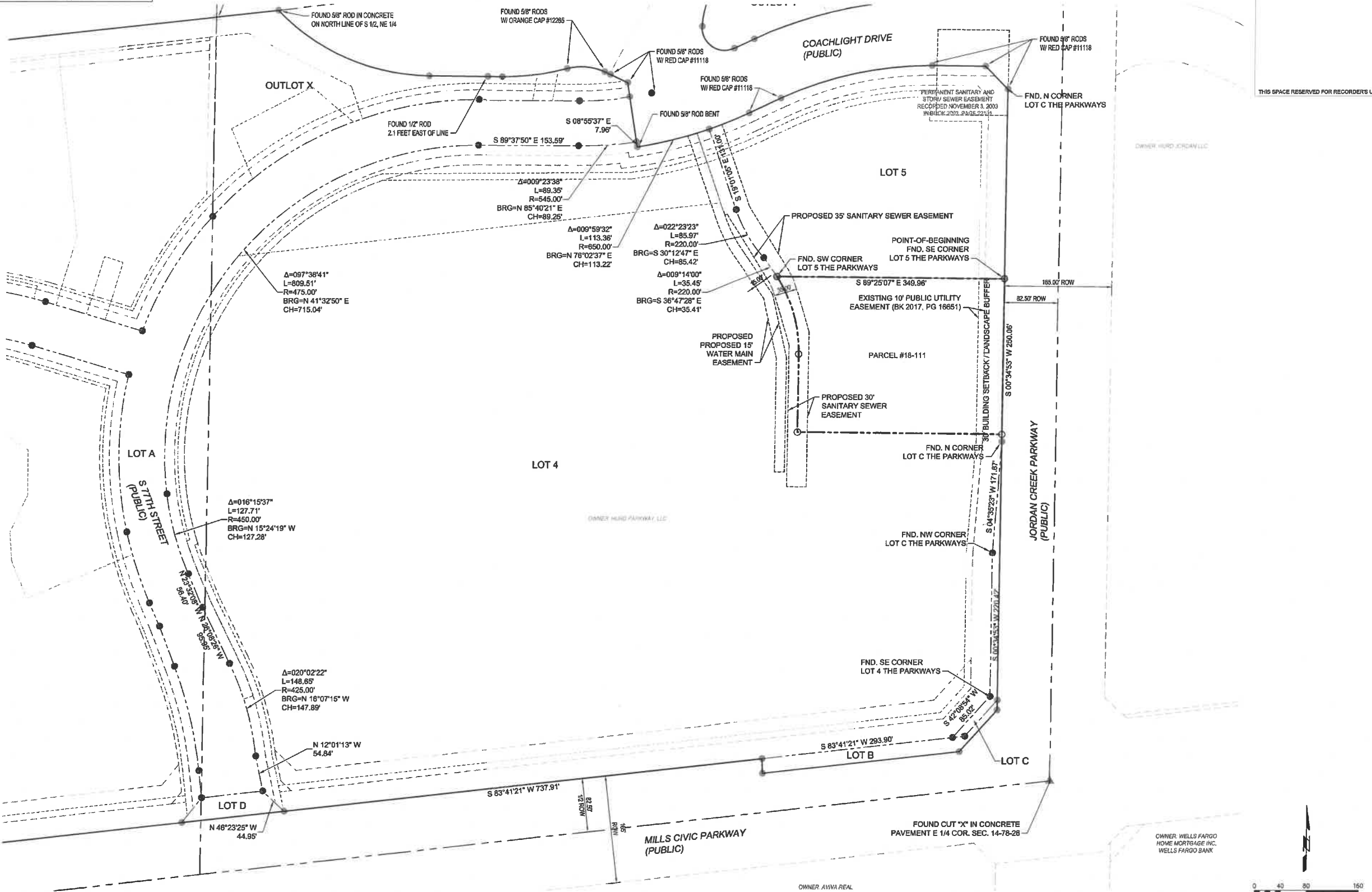
PLAT OF SURVEY

PS01

INDEX LEGEND
 LOCATION : S 1/2, NE 1/4, SEC 14, T-78-N, R-28-W
 DALLAS COUNTY, IOWA
 REQUESTOR : HURD PARKWAY, LLC
 PROPRIETOR : HURD PARKWAY, LLC
 SURVEYOR : MURRAY S. BERTING
 SURVEY : SHIVE - HATTERY
 COMPANY : 4125 WESTOWN PARKWAY, SUITE 100
 RETURN TO : WEST DES MOINES, IA 50268

PLAT OF SURVEY

THIS SPACE RESERVED FOR RECORDER'S USE



LEGEND:

- FOUND PROPERTY CORNER (AS NOTED)
- SET 5/8" IRON ROD WITH YELLOW CAP #13148
- ▲ FOUND SECTION CORNER MONUMENT (AS NOTED)
- PROPERTY LINE
- LOT LINE
- ADJACENT PROP. LINE
- SECTION LINE
- ADJACENT RIGHT-OF-WAY
- EASEMENT LINES

LOT 4 THE PARKWAYS
 1" = 80'

SHIVEHATTERY
 ARCHITECTURE ENGINEERING
 4125 Westown Pkwy, Suite 100 | West Des Moines, Iowa 50266
 515.223.6104 | Fax: 515.223.0622 | www.shive-hattery.com
 Iowa | Illinois | Indiana

PLAT OF SURVEY
 PARCEL 18-111

**PRELIMINARY
 - NOT FOR
 CONSTRUCTION**

DRAWN: KAS
 APPROVED: MBB
 ISSUED FOR: CITY SUBMITTAL
 DATE: 09/12/2018
 PROJECT NO: 471981
 FIELD BOOK:
 CLIENT NO:

PLAT OF SURVEY

PS02

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

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST DES MOINES APPROVING AND RELEASING THE HY-VEE FAST & FRESH PLAT-OF-SURVEY (POS-004010-2018) FOR THE PURPOSE OF CREATING A PARCEL FOR THE TRANSFER OF OWNERSHIP

WHEREAS, pursuant to the provisions of Title 10, Subdivision Regulations and Title 9, Zoning, of the West Des Moines Municipal Code, the applicant, Hurd Parkway, LLC, has requested approval for a Plat-of-Survey (POS-004010-2018) to create a 1.757 acre parcel from the 24.542 ac property located at the northwest corner of S. Jordan Creek Parkway and Mills Civic Parkway to allow for the transfer of ownership;

Legal Descriptions

A PART OF LOT 4 THE PARKWAYS, AN OFFICIAL PLAT INCLUDED IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 5 THE PARKWAYS, AN OFFICIAL PLAT, WEST DES MOINES, DALLAS COUNTY, IOWA; THENCE ALONG THE EAST LINE OF LOT 4 THE PARKWAYS SOUTH 00°34'53" WEST, A DISTANCE OF 238.77 FEET; THENCE NORTH 89°25'07" WEST, A DISTANCE OF 314.97 FEET; THENCE NORTH 00°34'53" EAST, A DISTANCE OF 119.73 FEET TO A CURVE CONCAVE SOUTHWESTERLY WITH A RADIUS OF 220.00 FEET; THENCE ALONG SAID CURVE A DISTANCE OF 125.77 FEET, SAID CURVE HAVING A BEARING OF NORTH 15°47'48" WEST, A CHORD LENGTH OF 124.07 FEET, AND A DELTA OF 32°45'22" TO THE SOUTHWEST CORNER OF SAID LOT 5; THENCE SOUTH 89°25'07" EAST, A DISTANCE OF 349.96 FEET ALONG THE SOUTH LINE OF SAID LOT 5 TO THE POINT-OF-BEGINNING.

CONTAINING 76,546 SQ. FT. OR 1.757 ACRES, MORE OR LESS.

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

WHEREAS, on October 29, 2018, this City Council held a duly-noticed meeting to consider the application for Plat-of-Survey (POS-004010-2018) and;

WHEREAS, the West Des Moines City Council adopted a resolution which approved the Plat-of-Survey at their meeting on October 29, 2018, subject to any conditions of approval, and;

WHEREAS, there are no public improvements required of this Plat-of-Survey; and;

WHEREAS, the necessary easements have been established for Sanitary Sewer.

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

SECTION 1. The findings of consistency with the Comprehensive Plan as stated in the staff report, dated October 29, 2018, or as amended orally at the City Council meeting of October 29, 2018, are adopted.

SECTION 2. Plat-of-Survey, (POS-004010-2018) is approved, subject to compliance with all the conditions in the staff report, dated October 29, 2018, including conditions added at the meeting, if any, and attached hereto as Exhibit "A". Violation of any such conditions shall be grounds for revocation of the entitlement, as well as any other remedy which is available to the City.

SECTION 3. This resolution does release the Plat-of-Survey (POS-004010-2018) for recordation. The City Council of West Des Moines directs the City Clerk to release said Plat-of-Survey for recordation in accordance with said City Council approval of the Plat-of-Survey on October 29, 2018 and Roll Call No. _____

CERTIFICATE

I, Ryan T. Jacobson, City Clerk for said City, hereby certify that at a meeting of the City Council of said City of West Des Moines, held on October 29, 2018, among other proceedings, Roll Call No. _____ approved said plat on October 29, 2018, and released said Plat-of-Survey for recordation.

Ryan T. Jacobson
City Clerk

IN WITNESS WHEREOF, I have hereunto set my hand this 29th day of October, 2018.

Steven K. Gaer
Mayor

ATTEST:

Ryan T. Jacobson
City Clerk

**EXHIBIT A:
CONDITIONS OF APPROVAL**

1. The applicant agreeing that when the remainder of Lot 4 of The Parkways final plat is further subdivided and replatted in the future, the parcel created with this plat of survey (Parcel #18-111) shall be incorporated into the replat to create a more easily definable lot.

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

DATE: October 29, 2018

ITEM: **Resolution** – Approval and Release of Plat of Survey - W & G McKinney Farms, LC - South Side of Grand Avenue, East of Jordan Creek Parkway - 60.93 acres - create parcel for ownership transfer (POS-18-136).

FINANCIAL IMPACT: None

SYNOPSIS: The applicant, W & G McKinney Farms, LC, is requesting approval of a plat of survey to create one 60.93-acre parcel for ownership transfer for the construction of a multi-recreational regional sports facility (MidAmerican Energy Company RecPlex) located on the south side of Grand Avenue, east of Jordan Creek Parkway. The attached plat of survey legally defines the area and the attached resolution approves the plat of survey and releases it for recordation.

CITY COUNCIL SUBCOMMITTEE: This item was not presented to the Development and Planning City Council Subcommittee.

OUTSTANDING ISSUES: There are no outstanding issues. There are no conditions of approval.

COMPREHENSIVE PLAN CONSISTENCY: The project has been reviewed for consistency with the Comprehensive Plan. Based on that review, a finding has been made that the proposed project is consistent with the Comprehensive Plan in that the project is consistent with all of the goals and policies of the Comprehensive Plan and the land use map of the Comprehensive Plan.

RECOMMENDATION: Based upon the preceding review and a finding of consistency with the goals and policies of the Comprehensive Plan, staff recommends the City Council adopt a resolution approving the McKinney Plat of Survey to establish one (1) lot for the purpose of transferring ownership, subject to complying with all other applicable City Code requirements.

Approve - Resolution approving and releasing the plat of survey for to create one 60.93-acre parcel for ownership transfer

Lead Staff Member: Richard J. Scieszinski, City Attorney *RJS*

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	N/A		
Date Reviewed			
Recommendation			

Prepared by: Richard J. Scieszinski, City Attorney, PO Box 65320, West Des Moines, IA 50265-0320 (515) 222-3614
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 OF THE CITY OF WEST DES MOINES APPROVING THE W & G
MCKINNEY FARMS, LC PLAT OF SURVEY (POS-18-136) FOR THE PURPOSE OF
CREATING A PARCEL FOR TRANSFER OF OWNERSHIP AND AUTHORIZING RELEASE
OF THE PLAT FOR RECORDING**

WHEREAS, pursuant to the provisions of Title 10, Chapter 1 et seq. of the West Des Moines Municipal Code, the applicant, W & G McKinney Farms, LC, has requested approval for Plat of Survey (POS-18-136) for that certain 60.93-acre property located on the south side of Grand Avenue, East of Jordan Creek Parkway, for the purpose of creating a parcel of land for ownership transfer.

Legal Description: See attached Exhibit "A"

WHEREAS, a plat of survey has been prepared to legally describe the area for transfer of ownership as part of the construction of a multi-recreational regional sports facility (MidAmerican Energy Company RecPlex); and

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

WHEREAS, on October 29, 2018, this City Council held a duly-noticed hearing to consider the application for Plat of Survey (POS-18-136); and

WHEREAS, the property legally described above must be preliminary and final platted through the City of West Des Moines prior to development of a parcel as identified on said plat of survey.

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

1. The findings, for approval, in the staff report, dated October 29, 2018, or as amended orally at the City Council hearing of October 29, 2018, are adopted
2. PLAT OF SURVEY (POS-18-136) is approved, subject to compliance with all the conditions in the staff report, dated October 29, 2018, including conditions added at the Hearing, and attached

hereto as Exhibit "B", if any. Violation of any such conditions shall be grounds for revocations of the entitlement, as well as any other remedy which available to the City.

3. This resolution does release Plat of Survey (POS-18-136) for recordation.

PASSED AND ADOPTED this 29th day of October, 2018.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

I HEREBY CERTIFY that the foregoing resolution was duly adopted by the City Council of the City of West Des Moines, Iowa, at a regular meeting held on October 29, 2018, by the following vote:

AYES:

NAYS:

ABSTENTIONS:

ABSENT:

ATTEST: _____
Ryan T. Jacobson, City Clerk

Index Legend	
Location:	N1/2, Section 25, Township 78 N, Range 26 W
Requestor:	City of West Des Moines
Proprietor:	W & G McKinney Farms, L.C.
Surveyor:	Jody Budde
Surveyor Company:	Foth Infrastructure & Environment, LLC
Return To:	8191 Birchwood Court, Suite L Johnston, IA 50131 (515) 254-1393

PLAT OF SURVEY #18-136

EXHIBIT "A"

LEGAL DESCRIPTION:

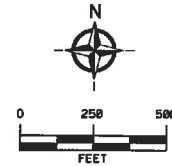
A TRACT OF LAND LOCATED IN PART OF THE NORTH HALF OF SECTION 25, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN, IN THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF OUTLOT "W" OF WEST GRAND BUSINESS PARK PLAT 2, AS RECORDED IN BOOK 2005, PAGE 2851 OF THE DALLAS COUNTY RECORDER'S OFFICE, THENCE SOUTH 00° 46' 42" EAST, 336.00 FEET ALONG THE WEST LINE OF SAID OUTLOT "W" TO THE NORTH RIGHT-OF-WAY LINE OF THE IOWA INTERSTATE RAILROAD; THENCE SOUTH 84° 25' 38" WEST, 3149.10 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE; THENCE NORTH 11° 02' 06" WEST, 505.77 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF GRAND AVENUE; THENCE EAST A DISTANCE OF 46.46 FEET ALONG THE ARC OF A NON-TANGENT CURVE CONCAVE SOUTH WITH A CENTRAL ANGLE OF 00° 51' 49", ALONG A 3082.50 FOOT RADIUS WITH A CHORD THAT BEARS NORTH 78° 31' 50" EAST, 46.46 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE; THENCE SOUTH 57° 16' 45" EAST, 75.10 FEET TO THE WEST RIGHT-OF-WAY LINE OF S JORDAN CREEK PARKWAY; THENCE SOUTH 12° 27' 12" WEST, 32.31 FEET ALONG SAID WEST RIGHT-OF-WAY LINE; THENCE NORTH 77° 31' 43" EAST, 165.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF S JORDAN CREEK PARKWAY; THENCE NORTH 12° 27' 12" WEST, 32.23 FEET ALONG SAID EAST RIGHT-OF-WAY LINE; THENCE NORTH 32° 30' 26" EAST, 75.11 FEET TO SAID SOUTH RIGHT-OF-WAY LINE; THENCE NORTH 77° 32' 56" EAST, 414.09 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE; THENCE EAST A DISTANCE OF 798.59 FEET ALONG THE ARC OF A TANGENT CURVE CONCAVE NORTH WITH A CENTRAL ANGLE OF 14° 50' 37", ALONG A 3082.50 FOOT RADIUS WITH A CHORD THAT BEARS NORTH 70° 07' 37" EAST, 796.36 FEET CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE; THENCE NORTH 62° 42' 19" EAST, 952.42 FEET CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE; THENCE NORTHEAST A DISTANCE OF 714.89 FEET ALONG THE ARC OF A TANGENT CURVE CONCAVE SOUTHEAST WITH A CENTRAL ANGLE OF 21° 21' 40", ALONG A 1917.50 FOOT RADIUS WITH A CHORD THAT BEARS NORTH 73° 23' 09" EAST, 710.75 FEET CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE; THENCE SOUTH 02° 07' 52" EAST, 498.22 FEET; THENCE SOUTH 22° 10' 09" EAST, 130.39 FEET; THENCE SOUTH 28° 13' 32" EAST, 327.09 FEET; THENCE SOUTH 40° 29' 22" EAST, 20.16 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 2,654,172 SQUARE FEET OR 60.93 ACRES MORE OR LESS.

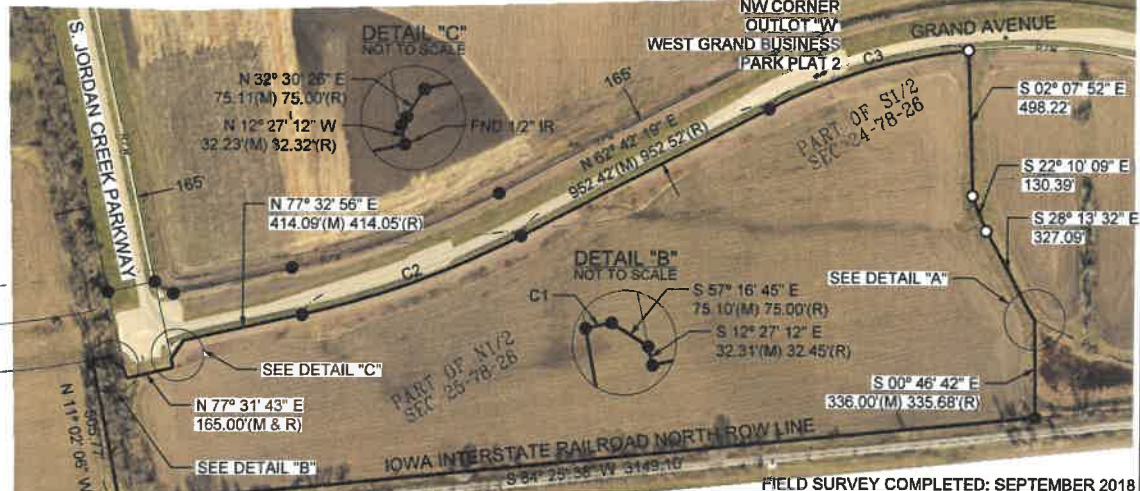
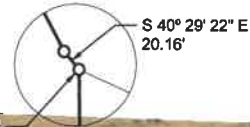
FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS SOUTH ZONE, US SURVEY FOOT.

PROPERTY OWNER:
W & G MCKINNEY FARMS, LC
480 8TH STREET
PO BOX 609
WAUKEE, IA 50263
BOOK 2005, PAGE 1336



NOTE: MONUMENTS SHOWN TO BE SET WILL BE ESTABLISHED AFTER CONSTRUCTION IS COMPLETED

DETAIL "A"
NOT TO SCALE



FIELD SURVEY COMPLETED: SEPTEMBER 2018

CURVE TABLE						
CURVE	LENGTH	RADIUS	CHD. LENGTH	CHD BEARING	DELTA	TAN
C1	46.46'	3082.50'	46.46'	N78°31'50"E	00°51'49"	23.23'
C2	798.59'	3082.50'	796.36'	N70°07'37"E	14°50'37"	401.54'
C3	714.89'	1917.50'	710.75'	N73°23'09"E	21°21'40"	361.64'

LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND 1/2" RED ROD W/RANGE CAP #11578 (UNLESS NOTED)
- SET 5/8" RED ROD W/PINK CAP #22847 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- SECTION LINE
- - - R/W - RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- - - P/L - PROPERTY LINE

DRAFT

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

JODY A. BUDDÉ, P.L.S. _____ DATE _____
License Number: 22847
My license renewal date is DECEMBER 31, 2018.
Pages or sheets covered by this seal: _____

SURVEY FOR:
CITY OF WEST DES MOINES
520 S. 16TH STREET
WEST DES MOINES, IA 50265
PHONE: (515) 222-3475

FOTH PROJECT NO. 18W023-01 DATE: 10/18/2018



Foth Infrastructure & Environment, LLC
8191 Birchwood Court, Suite L
Johnston, IA 50131-2931
Phone: 515-254-1393 Fax: 515-254-1642

SHEET
1 OF 1

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

DATE: October 29, 2018

ITEM:

First reading of proposed Ordinance to amend Section 2 of Title 13, Chapter 4 of the Municipal Code.

FINANCIAL IMPACT:

None.

BACKGROUND:

The City Code currently only allows one (1) nonresident to be a member in any given year. This proposed Ordinance would allow two (2) nonresidents if they have expertise regarding a foreign nation that the City has or is working towards forming a Sister City relationship.



OUTSTANDING ISSUES (if any):

None.

RECOMMENDATION:

It is recommended that the City Council approve the first reading of the proposed Ordinance.

STAFF REVIEWS

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

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY CODE OF THE CITY OF WEST DES MOINES, IOWA, 2014, BY AMENDING TITLE 2, "BOARDS AND COMMISSIONS", CHAPTER 13, "SISTER CITIES COMMISSION", SECTION 4, "QUALIFICATIONS"

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

SECTION 1. AMENDMENT. Title 2, Chapter 13, Section 4 is hereby amended by adding the following underline text and removing the following strike through text.

2-13-4: QUALIFICATIONS:

Membership shall be open to a balanced, diverse mixture of citizen representatives of the community at large who are recognized for their interest or experience in economic or educational development, community growth or international relations. Members shall reside in the city, or shall work for companies with their headquarters located in the city, or shall work for one of the top ten (10) major employers ranked by the highest number of employees working within the metropolitan Des Moines area, or shall have relevant expertise regarding a foreign nation that would assist the commission in the performance of its duties. There shall be a minimum of ~~six (6)~~ five (5) members of the commission who are residents of West Des Moines, and ~~only one~~ a maximum of two (2) nonresidents of West Des Moines may be a members of the commission in any given year. Members shall not hold any other elective or appointed office within the city government.

SECTION 2. REPEALER. All Ordinances or parts of Ordinances in conflict with the provision of this Ordinance are hereby repealed.

SECTION 3. SAVINGS CLAUSE. If any section, provision, sentence, clause, phrase, or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any provision, section, subsection, sentence, clause, phrase, or part hereof not adjudged invalid or unconstitutional.

SECTION 4. EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage, adoption, and publication as required by law.

PASSED AND APPROVED this _____ day of _____, 2018.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

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

ITEM: Ila Plasencia - Resignation from
Human Rights Commission - Receive and File

DATE: October 29, 2018

FINANCIAL IMPACT: None

BACKGROUND: Ila Plasencia has submitted a letter of resignation from the Human Rights Commission, effective immediately. Her current three-year term is scheduled to expire on December 31, 2019, and the appointment of a replacement will be brought forward at an upcoming Council meeting. The Mayor and City Council appreciate the time she has devoted to the commission.

OUTSTANDING ISSUES (if any): None

RECOMMENDATION:

Receive and File Letter of Resignation.

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

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	

From: Ila Plasencia

Sent: Wednesday, October 24, 2018 4:08 PM

To: Hadden, Tom <tom.hadden@wdm.iowa.gov>

Subject: Re: Human Rights Commission

Tom, Yes, I agree that my seat on the Human Rights Commission should be opened up for an appointment as my term ends on 12/2018. It has been a pleasure serving and if I have made a difference then it has been time well spent. We must all move on and make way for new thoughts and new ideas. Thank you for Dec 10th and I will attend, but you know that it is not necessary as I served because I believed I could make a difference. Ila