CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

DATE: **February 19, 2019**

ITEM:

Resolution – Approval of Fuller Road Wall Agreement
South 33rd Street & Fuller Road Retaining Wall Improvements

FINANCIAL IMPACT:

Construction of a modular block retaining wall along the north side of Fuller Road east of South 33rd Street is scheduled to be constructed with the Fuller Road Retaining Wall Improvements project. Payment will be made from account no. 500.000.000.5250.495 with ultimate funding intended to come from General Obligation Bonds.

BACKGROUND:

City Staff were notified by the general public in March 2017 that the existing railroad tie retaining walls along Fuller Road, east and west of South 33rd Street, may be in need of repair. The City of West Des Moines contracted with Calhoun-Burns & Associates, Inc. on April 7, 2017 to conduct a condition assessment and feasibility analysis of the existing retaining walls. On June 19, 2017 Public Services Council Committee (PSCC) recommended removal of the existing retaining walls and regrading the properties such that no retaining wall or minimal retaining wall be constructed, while working with the adjacent property owners to minimize impact. The City Council approved a Professional Services Agreement on August 7, 2017 with Calhoun-Burns & Associates, Inc. to conduct the necessary design and construction observation services for the project. Since that time, City Staff have met with affected property owners and PSCC members multiple times to discuss the project and how best to proceed. PSCC members were split on their decision at the January 28, 2019 PSCC meeting on whether or not to include any modular block retaining wall on the Benton & Heather Yost property at 616 South 33rd Street. PSCC members directed City Staff to generate an Agreement with the Benton and Heather Yost to address ownership and maintenance of the retaining wall proposed to be constructed by the City of West Des Moines within the City Roadway Easement, subsequent vacation of the Roadway Easement, dedication of any necessary temporary construction easements, and compensation for trees that may need to be removed within the temporary construction easement.

OUTSTANDING ISSUES: None.

RECOMMENDATION:

City Council Adopt:

- Resolution Approving Fuller Road Wall Agreement.

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	Public Services		
Date Reviewed	January 28, 2019		
Recommendation	Yes	No	Split

RESOLUTION NO. _____

APPROVAL OF FULLER ROAD WALL AGREEMENT
RELATED TO THE SOUTH 33RD STREET & FULLER ROAD WALL IMPROVEMENTS
CONSTRUCTED BY THE CITY OF WEST DES MOINES

WHEREAS, funding is available for the South 33rd Street & Fuller Road Wall Improvements project; and,

WHEREAS, City Staff and Benton & Heather Yost have reached an agreement for ownership and maintenance of a retaining wall to be constructed by the City of West Des Moines on private property; and,

WHEREAS, Benton & Heather Yost shall dedicate all necessary temporary construction easements; and,

WHEREAS, the City of West Des Moines shall compensate Benton & Heather Yost for any trees needing to be removed on private property within the temporary construction easements; and,

WHEREAS, it is in the best interest of the City to authorize and approve the Agreement; and,

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

1. The Agreement between the City of West Des Moines and Benton & Heather Yost is hereby accepted and approved.

2. The Mayor is authorized to sign the Agreement and the City Clerk is directed to attest to the Mayor's signature.

PASSED AND APPROVED on this **19th** day of **February, 2019.**

_____
Steven K. Gaer, Mayor

ATTEST:

_____
Ryan T. Jacobson, City Clerk

Prepared by: G. Truman, Asst. City Attorney, City of West Des Moines, P.O. Box 65320, WDM, IA 50265-0320, 515-222-3673
When Recorded, Return to: City Clerk, City of West Des Moines, P.O. Box 65320, West Des Moines, IA 50265-0320
Address Tax Statement to: Not applicable

FULLER ROAD WALL AGREEMENT

This Agreement is made and entered into this _____day of _____2019, by and between the **CITY OF WEST DES MOINES,** an Iowa municipal corporation ("City") and Benton A. Yost and Heather N. Yost ("Yost")(City and Yost together "Parties").

RECTIALS

A. Yost is the owner of Lot 1 Parkhaven Plat 1, an official plat, City of West Des Moines, Polk County, Iowa ("Yost Lot").

B. The Yost Lot currently abuts City owned right-of-way along Fuller Road and South 33rd Street ("City ROW") and is currently encumbered by a City owned Roadway Easement ("City Roadway Easement"), as depicted in Exhibit "A".

C. The City currently owns a railroad tie retaining wall ("Old Retaining Wall") in City ROW that is need of removal or replacement.

D. Yost has requested that the wall be replaced instead of removed.

E. The City has agreed to construct a new retaining wall ("New Retaining Wall") in the City Roadway Easement, on the condition that Yost accepts ownership and maintenance of the New Retaining Wall; releases, indemnifies and holds harmless the City; and executes the attached temporary construction easement. The New Retaining Wall will consist of one or more tiers of stepped modular blocks.

OBLIGATIONS AND RESPONSIBILITIES

In consideration of the premises, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged by Yost and the City, the Parties agree as follows:

1. In lieu of removing the Old Retaining Wall on City ROW and grading the City Roadway Easement, the City will construct the New Retaining Wall on City Roadway Easement.

2. Upon completion of the construction of the New Retaining Wall and formal acceptance by City Council, the City will vacate the portion of the City Roadway Easement containing the New Retaining Wall as depicted and described in Exhibit "EX-1".

3. Upon vacation of the portion of the City Roadway Easement containing the New Retaining Wall, Yost will accept ownership of, maintenance responsibilities for, and liability for the New Retaining Wall.

4. Upon transfer of the New Retaining Wall to Yost, the City shall transfer a four (4) year construction maintenance bond for the New Retaining Wall, at which time the City shall have no further right or obligation for enforcement of the bond, with such enforcement to be at the sole right and obligation of Yost, Yost's successors-in-interest and assigns. Yost understands and agrees that the New Retaining Wall will not be maintained, repaired or insured by the City and that the City shall have no responsibility for the New Retaining Wall whatsoever.

5. Yost agrees to release, indemnify, defend, and hold harmless the City, its officials, employees, agents and assigns, from any and all claims, demands, causes of action, liability, loss, damage, or injury, both to person and property, arising out of, related to, or connected with any claim related to this Agreement or the New Retaining Wall. This indemnification applies to and includes, but is not limited to, the payment of all penalties, fines, judgments, awards, decrees, attorney's fees, expert witness fees, investigation fees, settlements, related costs or expenses, interest, and any reimbursements incurred by or assessed to the City, and its officials, employees, agents, contractors and assigns. The terms and conditions of this Indemnity/Hold Harmless provision run with the land and the benefits and burdens are binding upon and inure to the successors-in-interest, assigns, lessees, heirs and estates.

6. Yost will execute the attached Temporary Construction Easement, Exhibit "B", as written, contemporaneously with this Agreement. Yost understands and agrees that Yost is not entitled to and will not receive any compensation for any trees and landscaping removed from the City Roadway Easement and the City ROW.

7. The Parties agree that the District Court in and for the State of Iowa shall have exclusive jurisdiction over the subject matter and enforcement of the terms and conditions of this Agreement and the Parties consent to the jurisdiction of Polk County, Iowa.

8. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine, or gender neutral, according to the context.

9. The term "City" as used herein shall refer to the City of West Des Moines, Iowa, its elected officials, agents, employees, officers, and contractors. The term "Yost" shall refer to Brenton A Yost and Heather N. Yost and all of their successors, assigns, heirs and estates.

10. It is the intent of the Parties that all terms and conditions of this Agreement, including benefits and burdens, run with the land and are binding upon and inure to the successors-in-interest, assigns, lessees, heirs and estates.

11. This Agreement will not be binding until it has received the final approval and acceptance by the City Council.

12. This Agreement and Exhibits, shall constitute the entire agreement between the Parties regarding the subject matter hereof, and no amendments or additions to this Agreement shall be binding unless in writing and executed by the Parties. This Agreement has been fully negotiated at arms length between the signatories hereto, and after advice by counsel and other representatives chosen by such signatories such signatories are fully informed with respect thereto; no such signatory shall be deemed the scrivener of this Agreement; and, based on the foregoing, the provisions of this Agreement and any Exhibits hereto shall be construed as a whole according to their common meaning and not strictly for or against any party.

13. This Agreement shall be recorded in the Office of the Polk County Recorder.

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

Signatures on following pages.

Benton A. Yost and Heather N. Yost,
PROPERTY OWNERS of Lot 1 Parkhaven Plat 1, City of West Des Moines, Polk County, Iowa

_____ _____
Benton Yost Heather N. Yost

STATE OF IOWA)
) SS:
COUNTY OF _____)

This record was acknowledged before me on the _____ day of _____, 2019, by Benton A. Yost and Heather N. Yost.

_____
Notary Public in and for the State of Iowa

CITY OF WEST DES MOINES, IOWA

_____
Steven K. Gaer, Mayor

Attest:

_____
Ryan Jacobson
City Clerk

STATE OF IOWA)
)SS:
COUNTY OF POLK)

On this _____ day of _____, 2019, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Steven K. Gaer and Ryan T. Jacobson, to me known to be the Mayor and City Clerk, respectively, of the City of West Des Moines, Iowa; that the record was signed on behalf of the City, by authority of its City Council as contained in Resolution _____ passed on the _____ day of _____, 2019, by the City Council of the City of West Des Moines, Iowa, and that the Mayor and City Clerk acknowledged the execution of the record to be their voluntary act and deed and the voluntary act and deed of the City, by it voluntarily executed.

_____
Notary Public in and for the State of Iowa

Exhibit A

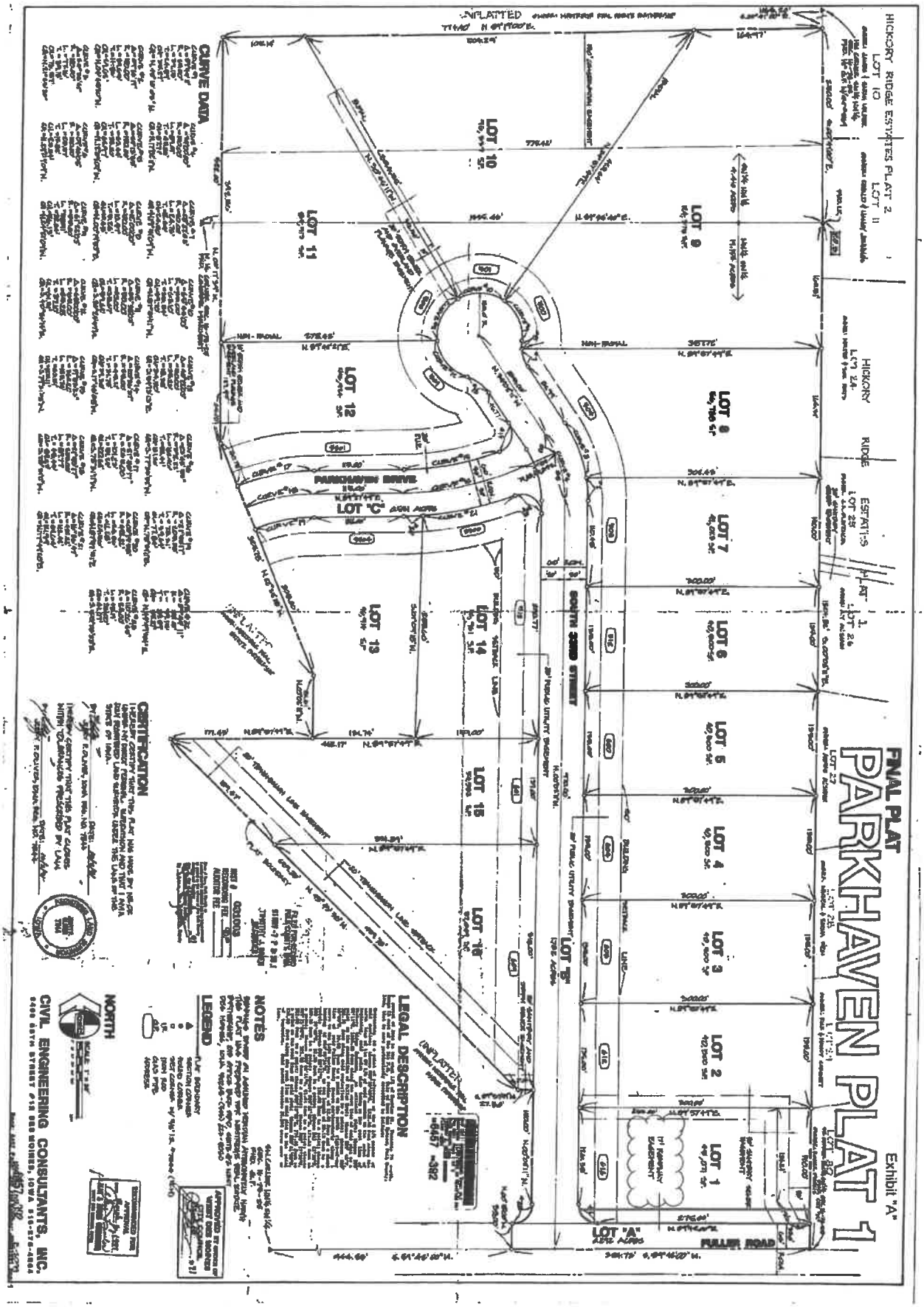

FINAL PLAT
PARKHAVEN PLAT 1
Exhibit "A"
HICKORY RIDGE ESTATES PLAT 2
LOT 10
LOT 11
HICKORY RIDGE ESTATES
LOT 24
LOT 25
LOT 26
LOT 27
UNPLATTED
LOT 10
LOT 11
LOT 12
LOT 13
LOT 14
LOT 15
LOT 16
LOT 17
LOT 8
LOT 9
LOT 7
LOT 6
LOT 5
LOT 4
LOT 3
LOT 2
LOT 1
PARKHAVEN DRIVE
LOT "C"
SOUTH 32ND STREET
LOT "B"
LOT "A"
FULLER ROAD
CURVE DATA
CERTIFICATION
NOTES
LEGEND
NORTH
LEGAL DESCRIPTION
CIVIL ENGINEERING CONSULTANTS, INC.

Exhibit EX-1

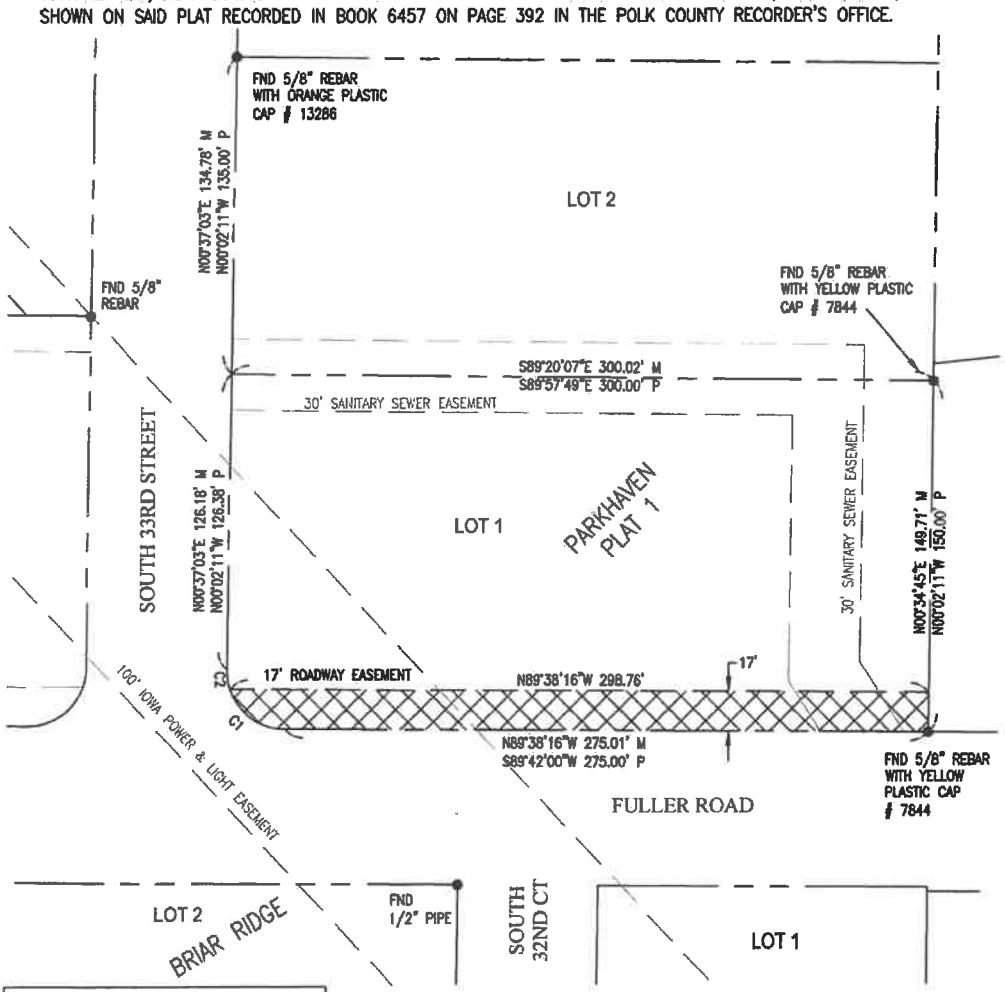
PREPARED BY: VEENSTRA & KIMM, INC. – 3000 WESTOWN PARKWAY – WEST DES MOINES, IOWA 50266-1320 – (515) 225-8000
RETURN TO: VEENSTRA & KIMM, INC. – 3000 WESTOWN PARKWAY – WEST DES MOINES, IOWA 50266-1320 – (515) 225-8000

OWNER:
BENTON A. YOST
HEATHER N. YOST
BOOK 15146 **PAGE** 460
PHYSICAL ADDRESS:
616 S 33RD ST
WEST DES MOINES, IA 50265

EASEMENT VACATION EXHIBIT

PARCEL NO.:
320-03857-500-001
MAILING ADDRESS:
616 S 33RD ST
WEST DES MOINES, IA

LEGAL DESCRIPTION OF ROADWAY EASEMENT TO BE VACATED:
ALL OF THE ROADWAY EASEMENT OVER AND ACROSS THE SOUTH 17 FEET OF LOT 1 IN PARKHAVEN PLAT 1, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA AS SHOWN ON SAID PLAT RECORDED IN BOOK 6457 ON PAGE 392 IN THE POLK COUNTY RECORDER'S OFFICE.



CURVE TABLE				
CURVE	LENGTH	RADIUS	CHD. BRG.	CHORD
C1	39.38'	25.00'	S44°30'35"E	35.43'
C2	8.25'	25.00'	N08°50'30"W	8.22'

LEGEND
- ▲ SECTION CORNER MONUMENT FOUND (AS NOTED)
- ● PROPERTY MONUMENT FOUND (AS NOTED)
- (M) "AS MEASURED" DISTANCE OR BEARING
- (P) "AS PLATTED" DISTANCE OR BEARING

GRID NORTH
IOWA STATE PLANE
COORDINATE SYSTEM
SOUTH ZONE

60 0 30 60
1 Inch = 60 ft.

ROADWAY EASEMENT VACATION

ACTIVITY ID: 0510-037-2017
FULLER RD. RETAINING WALLS

VEENSTRA & KIMM,INC.
3000 WESTOWN PARKWAY
WEST DES MOINES, IOWA 50266-1320
515-225-8000

EXHIBIT EX-1

Rev/By

SHEET 1 OF 1

DRAWN TJP CHECKED BJM APPROVED BJM DATE 01-02-18

292258

TEMPORARY CONSTRUCTION EASEMENT

THE UNDERSIGNED, ON BEHALF OF, Benton A. Yost and Heather N. Yost, husband and wife, hereinafter referred to as "Grantors", owners of property upon which this easement is located, through the undersigned and in consideration of the sum of $8,225.00 dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant to the **City of West Des Moines, Iowa,** a municipal corporation, hereinafter referred to as the "City", a Temporary Construction Easement upon the real property shown and legally described **in Attachment "TE-3"** (hereinafter referred to as the "Easement Area").

1. Use and Purpose of the Easement

This Temporary Construction Easement shall be for the purpose of permitting the City, its agents, contractors, employees and assigns an exclusive right of entry in, upon and onto the property described **in Attachment "TE-3"** for the purpose of transporting and storing materials and equipment, grading, shaping, removing trees, and access during construction of **the South 33rd Street & Fuller Road Retaining Wall Improvements, West Des Moines Project Number 0510-037-2017.**

(a) The Temporary Construction Easement shall terminate the earlier of: eighteen (18) months from initiation of construction on Grantor's property by the City, or upon acceptance of the Project by the City Council of the City of West Des Moines.

(b) The City shall remove all materials and equipment from the Easement Area before the termination of this easement agreement as set forth in Section 1(a) above.

(c) It is understood and agreed that the consideration above includes full compensation for the removal of four large deciduous trees, two mature deciduous trees, one mature evergreen tree, one six foot tall shrub and one small deciduous tree within the Temporary Construction Easement as shown marked with an "X" on Attachment "A", and change of grade.

(d) Nothing in this grant of temporary easement shall obligate the City to perform any work or engage in any repair or restoration of the easement area resulting from actions taken by other individuals or entities other than the City, its employees or contractors.

(e) No structure or building of any kind whatsoever shall be erected upon property that is the subject of this Easement without the express written consent of the City during the period this Easement is in force.

2. Hold Harmless

Each party shall indemnify and hold harmless the other party from and against any loss, expense or claim asserted by third parties for damage to third party tangible property, or for bodily injury, or other injury or damages related to this agreement, to the extent such damage or injury is attributable to the negligence or willful misconduct of the indemnitor, provided, indemnitee gives the indemnitor prompt notice of any such claim and all necessary information and assistance so that indemnitor, at its option, may defend or settle such claim, and indemnitee does not take any adverse position in connection with such claim. In the event that any such damage or injury is caused by the joint or concurrent negligence of both parties, the loss, expense or claim shall be borne by each party in proportion to its negligence.

3. Successors and Assigns

The terms and conditions of this Temporary Construction Easement are binding upon the Grantors, including but not limited to future owners, developers, lessees or occupants. All provisions of this instrument, including benefits and burdens, are binding upon and inure to the heirs, assigns, successors, tenants and personal representatives of the parties hereto.

4. Lawful Authority

The Grantors covenant with the City that the Grantors hold the property by good and perfect title and that the Grantors have a right and lawful authority to make and execute this Temporary Construction Easement.

5. Jurisdiction and Venue

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

6. Words and Phrases

Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine, or gender neutral, according to the context. The term "City" as used herein shall refer to the City of West Des Moines, Iowa, its elected officials, agents, employees, officers and contractors. The term "Grantor" shall refer to the undersigned, undersigned's heirs, assigns, successors in interest, or lessees, if any.

Dated this _____ day of _____, 2019.

By_____
Benton A. Yost

By_____
Heather N. Yost

STATE OF IOWA)
) SS
COUNTY OF _____)

This record was acknowledged before me on the _____ day of _____, 2019, by **Benton A. Yost and Heather N. Yost.**

_____
NOTARY PUBLIC

Attachment TE-3

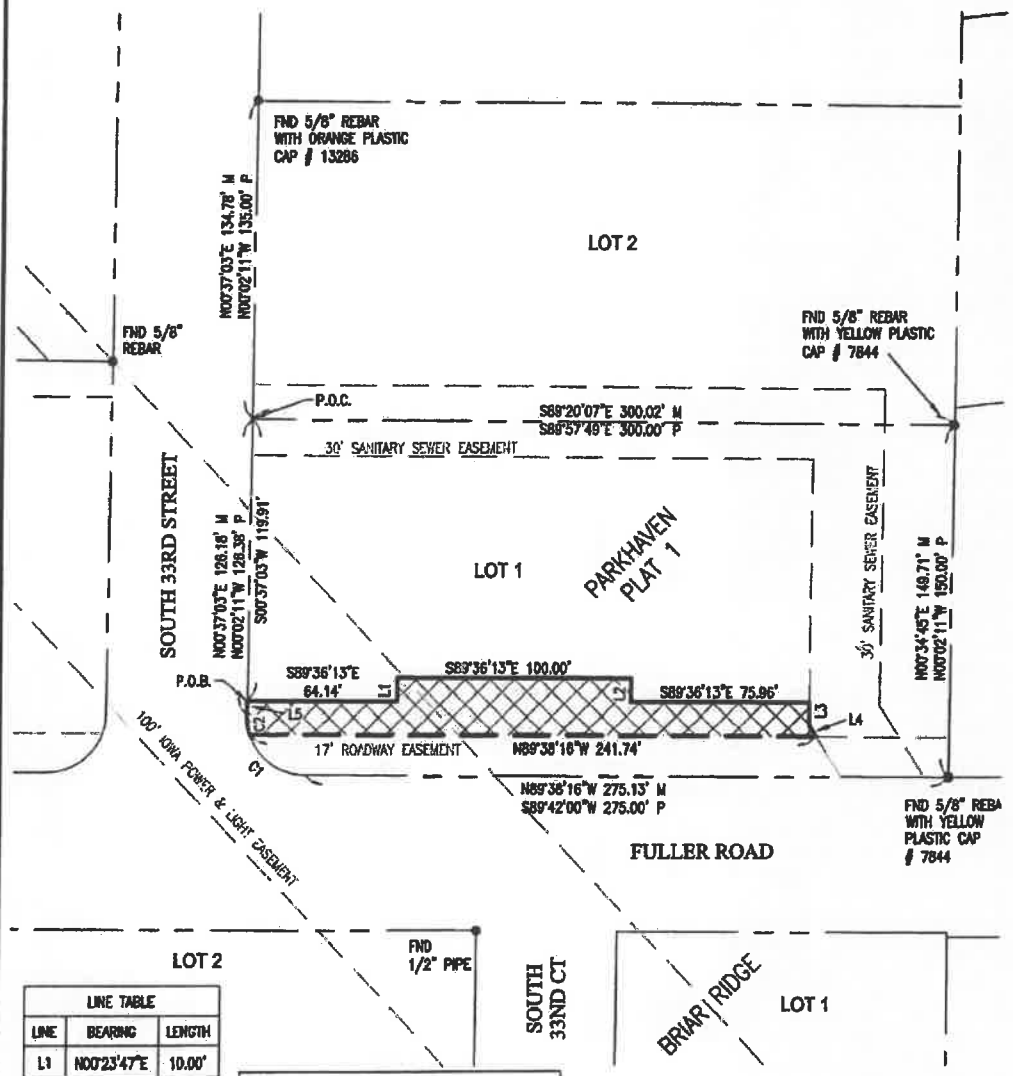
PREPARED BY: VEENSTRA & KIMM, INC. - 3000 WESTOWN PARKWAY - WEST DES MOINES, IOWA 50266-1320 - (515) 225-8000
RETURN TO: VEENSTRA & KIMM, INC. - 3000 WESTOWN PARKWAY - WEST DES MOINES, IOWA 50266-1320 - (515) 225-8000

OWNER:
BENTON A. YOST
HEATHER N. YOST
BOOK 15146 **PAGE** 460
PHYSICAL ADDRESS:
616 S 33RD ST
WEST DES MOINES, IA 50265

EASEMENT DRAWING

FOR TEMPORARY CONSTRUCTION EASEMENT
BEING CONVEYED TO THE
CITY OF WEST DES MOINES, IA

PARCEL NO.:
320-03857-500-001
MAILING ADDRESS:
616 S 33RD ST
WEST DES MOINES, IA



LINE TABLE		
LINE	BEARING	LENGTH
L1	N00°23'47"E	10.00'
L2	S00°23'47"W	10.00'
L3	S00°34'45"W	9.66'
L4	S32°34'18"E	5.45'
L5	N00°37'03"E	6.27'

CURVE TABLE				
CURVE	LENGTH	RADIUS	CHD. BRG.	CHORD
C1	39.38'	25.00'	S44°30'35"E	35.43'
C2	8.25'	25.00'	N08°50'30"W	8.22'

LEGEND
- ▲ SECTION CORNER MONUMENT FOUND (AS NOTED)
- ● PROPERTY MONUMENT FOUND (AS NOTED)
- (M) "AS MEASURED" DISTANCE OR BEARING
- (P) "AS PLATTED" DISTANCE OR BEARING
- TEMPORARY EASEMENT 4,440 SQUARE FEET

GRID NORTH
IOWA STATE PLANE
COORDINATE SYSTEM
SOUTH ZONE

60 0 30 60
1 Inch = 60 ft.

ACTIVITY ID: 0510-037-2017
FULLER RD. RETAINING WALLS

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.

Signed Bobby J. Maddaleno Date 1/4/18

Bobby J. Maddaleno, P.L.S.
Iowa License No. 19960
My license renewal date is December 31, 2019
Drawings covered by this seal: Sheet 1 of 2 & Sheet 2 of 2

PROFESSIONAL LAND SURVEYOR Bobby J. Maddaleno No. 19960 IOWA

Rev/By

VEENSTRA & KIMM, INC.
3000 WESTOWN PARKWAY
WEST DES MOINES, IOWA 50266-1320
515-225-8000

EXHIBIT TE-3

SHEET 1 OF 2

232258

DRAWN TJP CHECKED BJM APPROVED BJM DATE 01-02-18

PREPARED BY: VEENSTRA & KIMM, INC. - 3000 WESTOWN PARKWAY - WEST DES MOINES, IOWA 50266-1320 - (515) 225-8000
RETURN TO: VEENSTRA & KIMM, INC. - 3000 WESTOWN PARKWAY - WEST DES MOINES, IOWA 50266-1320 - (515) 225-8000

OWNER:
BENTON A. YOST
HEATHER N. YOST
BOOK 15146 **PAGE** 460
PHYSICAL ADDRESS:
616 S 33RD ST
WEST DES MOINES, IA 50265

EASEMENT DRAWING

FOR TEMPORARY CONSTRUCTION EASEMENT
BEING CONVEYED TO THE
CITY OF WEST DES MOINES, IA

PARCEL NO.:
320-03857-500-001
MAILING ADDRESS:
616 S 33RD ST
WEST DES MOINES, IA

LEGAL DESCRIPTION:

A temporary construction easement located in part of Lot 1 in PARKHAVEN PLAT 1, an Official Plat, now included in and forming a part of the City of West Des Moines, Polk County, Iowa. Said temporary construction easement is more particularly described as follows:

Commencing at the Northwest corner of said Lot 1; thence South 00°37'03" West (all bearings referenced to Grid North Iowa State Plane Coordinate System South Zone), 119.91 feet along the West line of said Lot 1 to the Point of Beginning; thence South 89°36'13" East 64.14 feet; thence North 00°23'47" East 10.00 feet; thence South 89°36'13" East 100.00 feet; thence South 00°23'47" West 10.00 feet; thence South 89°36'13" East 75.96 feet to the West line of an existing 30 feet Sanitary Sewer Easement as shown on the Final Plat of said PARKHAVEN PLAT 1 recorded in Book 6457 on Page 392 in the Polk County Recorder's Office; thence South 00°34'45" West 9.67 feet along said West line; thence South 32°34'18" East 5.45 feet along said West line to the North line of an existing 17 feet Roadway Easement; thence North 89°38'16" West 241.74 feet along said North line to the West line of said Lot 1, said point being the beginning of a non-tangent curve concave Easterly and having a radius of 25.00 feet, to which beginning a radial line bears South 71°41'57" West; thence Northerly along said curve and West line through a central angle of 18°55'06" an arc distance of 8.25 feet, said curve having a chord which bears North 08°50'30" West 8.22 feet; thence tangent to said curve along said West line North 00°37'03" East 6.27 feet to the Point of Beginning.

Containing 4,440 square feet, more or less.

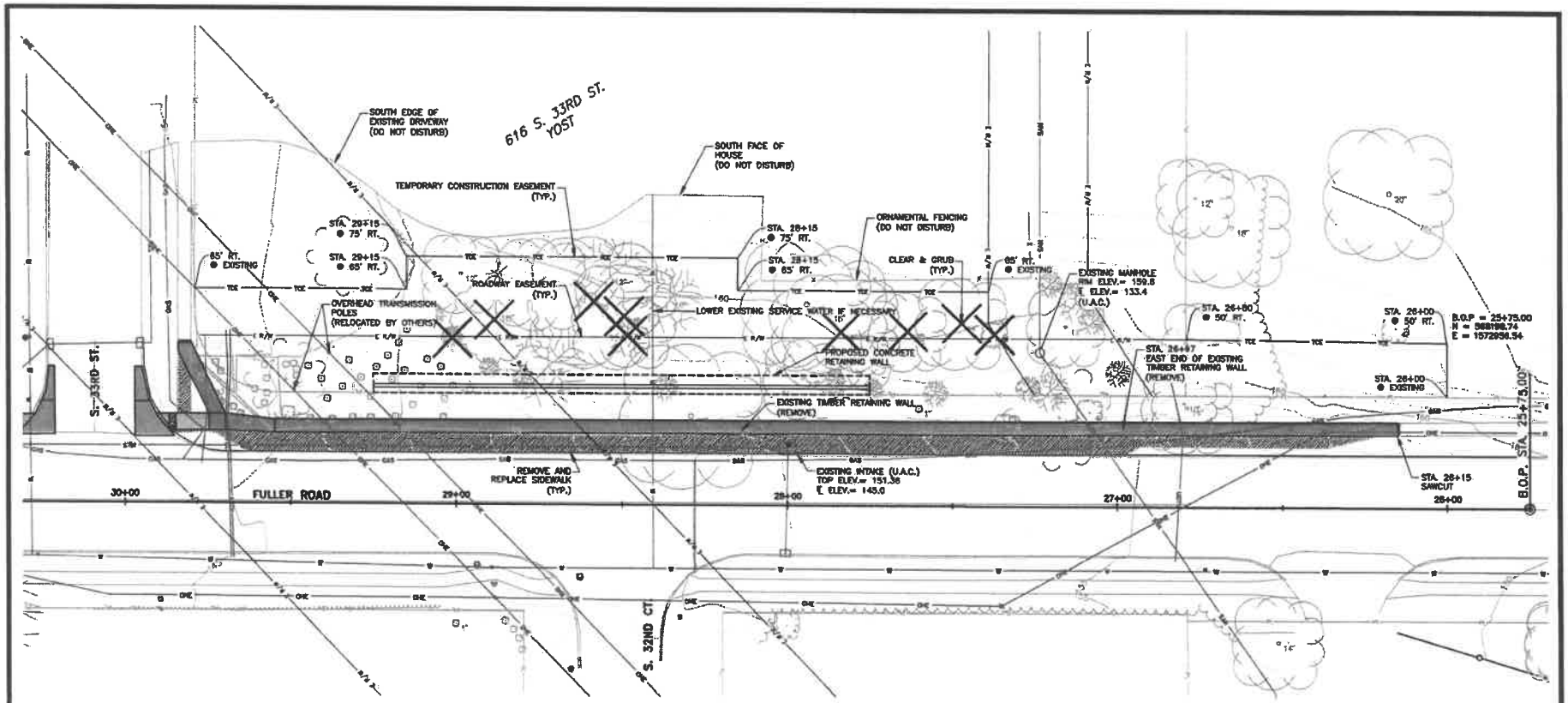
DRAWN TJP CHECKED BJM APPROVED BJM DATE 01-02-18

ACTIVITY ID: 0510-037-2017
FULLER RD. RETAINING WALLS

		VEENSTRA & KIMM,INC. 3000 WESTOWN PARKWAY WEST DES MOINES, IOWA 50266-1320 515-225-8000
		EXHIBIT TE-3
	Rev/By	SHEET 2 OF 2

292258

Attachment A



PLAN VIEW COLOR LEGEND	
SHADING	
HATCH	REMOVAL OF SIDEWALK
TAN	REMOVE AND REPLACE SIDEWALK
GRAY	REMOVE AND REPLACE PAVEMENT
PINK	PROPOSED SIDEWALK RAMP
BLUE	PROPOSED SIDEWALK LANDING
HATCH	PROPOSED DETECTABLE WARNINGS

NOTE: ALL TREES WITHIN 50' ROADWAY EASEMENT AND THOSE MARKED WITH AN "X" SHALL BE CLEARED AND GRUBBED. ALL OTHERS OUTSIDE OF 50' ROADWAY EASEMENT SHALL REMAIN.

NOTE: STATIONING RUNS FROM EAST TO WEST, BASED ON EXISTING PLANS.

N

GENERAL PLAN

30 0 15 30

FULLER ROAD RETAINING WALL REMOVAL

GENERAL PLAN

CITY OF WEST DES MOINES, IOWA

CALHOUN-BURNS & ASSOCIATES, INC. CONSULTING ENGINEERS
WEST DES MOINES, IOWA 50266 (515) 224-4344

JOB NO. 2017206

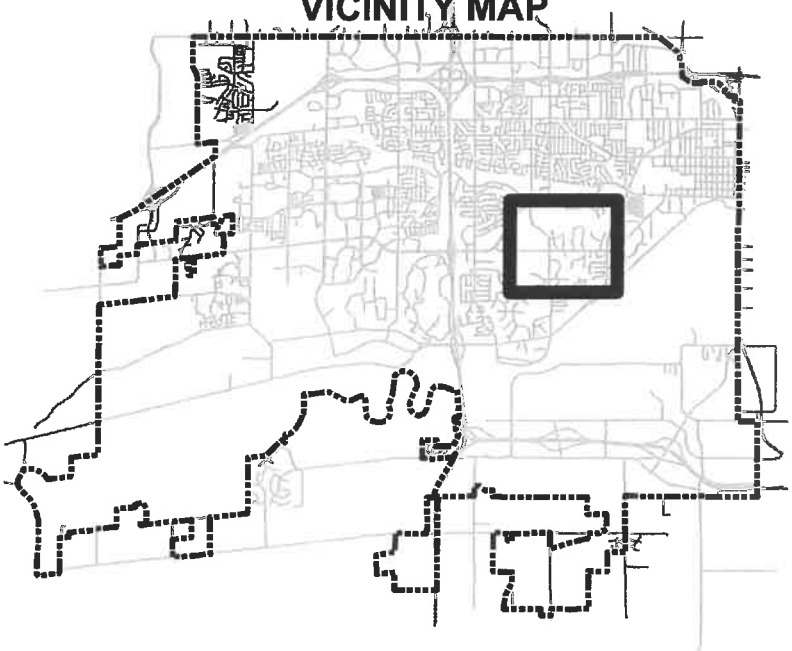
DESIGNED BY : LJD
DRAWN BY : JDC
CHECKED BY :

CITY OF WEST DES MOINES

PROJECT NO. 0510-037-2017

SHEET 2 OF 9

VICINITY MAP



LEGEND

PROJECT LOCATION

N
W E
S

THE CITY OF WEST DES MOINES

PROJECT:	**S 33rd St & Fuller Rd Retaining Wall Improvements**		
LOCATION:	**South 33rd Street & Fuller Road**		
DRAWN BY: JDR	DATE: 07/21/2017	PROJECT NUMBER : 0510-037-2017 SUBDIVISION NAME:	SHT. 1 of 1